



## AGENDA | REGULAR TOWN COUNCIL MEETING

February 08, 2022 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 Tem: Audra Killingworth

Council Members: Brett D. Gantt; Cheryl F. Stallings; Terry Mahaffey; Edward Gray

Town Manager: Catherine Crosby | Assistant Town Managers: Shawn Purvis and Marty Stone

Deputy Town Clerk: Tesa Silver | Town Attorney: Laurie L. Hohe

### COMMENCEMENT

Call to Order | Invocation | Pledge of Allegiance

### PRESENTATIONS

[PR1](#) Vance Holloman, Finance Director

Presentation of an Update on the Town's Customer Assistance Program as of December 31, 2021.

[PR2](#) Jacques K. Gilbert, Mayor

Presentation of the Mayor's Substance Misuse Task Force

### 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](#) Amanda Bunce, Current Planning Manager

Motion to set the Public Hearing for the February 22, 2022 Town Council meeting regarding various amendments to the Unified Development Ordinance (UDO).

[CN2](#) Dianne Khin, Director of Planning and Community Development

Motion to adopt a Resolution Directing the Town Clerk to Investigate Petition Received, to accept the Certificate of Sufficiency by the Town Clerk and to adopt a Resolution Setting Date of Public Hearing for February 22, 2022 on the Question of Annexation - Apex Town Council's intent to annex The William T. Mills Testamentary Trust-David G. Mills, Trustee (Wake County EMS Main) property containing 5.40 acres located at 0 Apex Barbecue Road, Annexation #721 into the Town's corporate limits.

[CN3](#) Dianne Khin, Director of Planning and Community Development

Motion to adopt a Resolution Directing the Town Clerk to Investigate Petition Received, to accept the Certificate of Sufficiency by the Town Clerk and to adopt a Resolution Setting Date of Public Hearing for February 22, 2022 on the Question of Annexation - Apex Town Council's intent to annex Bruce L. Thomas property containing 1.13± acres located at 7700 Humie Olive Road Annexation #725 into the Town's corporate limits.

[CN4](#) Shelly Mayo, Planner II

Motion to adopt a Resolution Directing the Town Clerk to Investigate Petition Received, to accept the Certificate of Sufficiency by the Town Clerk and to adopt a Resolution Setting Date of Public Hearing for February 22, 2022 on the Question of Annexation - Apex Town Council's intent to annex Stanley Martin Homes, LLC (Williams Grove) property containing 63.224 acres located at 4525 Green Level West Road, Annexation #724 into the Town's corporate limits.

[CN5](#) Liz Loftin, Senior Planner

Motion to approve Statement of the Town Council and Ordinance for Rezoning Case #21CZ19, 1016 N. Salem, Courtney Landoll, WithersRavenel, petitioner, for the property located at 1016 N. Salem Street (portion of PIN 0742457443).

[CN6](#) Shelly Mayo, Planner II

Motion to approve Statement of the Town Council and Ordinance for Rezoning Case #21CZ20 3075 Lufkin Road Self-Storage. Al Goodrich of Wigeon Capital, LLC, petitioner, for the property located at 3075 Lufkin Road.

[CN7](#) Shelly Mayo, Planner II

Motion to approve Statement of the Town Council and Ordinance for Rezoning Case #21CZ28 Retreat at Cedar Crossing PUD Amendment. Toll Southeast LP Company, Inc., petitioner, for the properties located at: 433 New Hill Olive Chapel Road; 0, 1310, 1311, 1314, 1315, 1318, 1319, 1322, 1323, 1328, 1332, 1336, 1340, 1346, 1350, 1354, 1358, 1362, 1366, 1361, 1357, 1353, 1349, 1345, 1341, 1335, & 1329 Mascoma Drive; 1212, 1220, 1216, 1208, 1204, 1201, 1205, & 1209 Blue Mist Court; 0, 0, 0, 3528, 3524, 3520, 3516, 3512, 3508, 3504, 3525, 3521, 3517, & 3500 Olive Glen Drive; & 0, 0, & 3510 Tuftonboro Lane.

[CN8](#) Adam Stephenson, Transportation Engineering Manager

Motion to award a construction contract upon NCDOT concurrence and authorize the Town Manager to execute same for TM-0026 GoApex Route 1 Bus Stop Improvements

[CN9](#) Shelly Mayo, Planner II

Motion to set the Public Hearing for the February 22, 2022 Town Council meeting regarding Rezoning Application #21CZ30 Williams Farm PUD Amendment. The applicant, Jessie

Hardesty for McAdams Co., seeks to rezone approximately 1.304 acres from Wake Co. R-40W to Planned Unit Development-Conditional Zoning (PUD-CZ). The proposed rezoning is located at 4525 Green Level West Road.

[CN10](#) Samantha Ewens, Building Plans Supervisor and Jenna Shouse, Senior Long Range Planner  
Motion to adopt a fee schedule for the Electric Vehicle Parking Permit.

[CN11](#) Marty Stone, PE, Assistant Town Manager  
Motion to approve contract with Power System Engineering, Inc. and authorize town manager to execute the same.

[CN12](#) Steve Adams, Real Estate & Public Utilities  
Motion to approve the attached Resolution authorizing the sale (donation) of 0.031 acres of land as Right-of-Way and 0.075 acres of Temporary Construction Easement to NCDOT to facilitate the construction of a turn lane extension on the east side of Apex Peakway at intersection of Old Raleigh Road, authorize the donation of the land and easements.

[CN13](#) Tesa Silver, Deputy Town Clerk  
Motion to approve Minutes of the January 24, 2022 Special Town Council Meeting and the January 25, 2022 Regular Town Council Meeting.

[CN14](#) Shawn Purvis, Assistant Town Manager  
Motion to approve Town of Apex ADA Transition Plan

## 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

## OLD BUSINESS

## UNFINISHED BUSINESS

## NEW BUSINESS

UPDATES BY TOWN MANAGER

CLOSED SESSION

[CS1](#) Steve Adams, Real Estate & Public Utilities

Possible motion to go into closed session pursuant to NCGS 143-318.11(a)(5) to discuss the town's negotiating position with respect to acquisition of real property.

WORK SESSION

ADJOURNMENT

# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PRESENTATION

Meeting Date: February 8, 2022

## Item Details

Presenter(s): Vance Holloman, Finance Director

Department(s): Finance Department

### Requested Motion

Presentation of an Update on the Town's Customer Assistance Program as of December 31, 2021.

### Approval Recommended?

Yes

### Item Details

At its April 27<sup>th</sup> meeting the Council established the Town's Customer Assistance Program (CAP) to assist utility customers behind on their bills due to the economic hardships caused by COVID 19. The Town appropriated \$503,000 for assistance, allowing qualified applicants to receive up to \$636 in assistance if they met the CAP's eligibility requirements. The CAP limited eligibility to applicants with an income at or below 200% of the U.S. Poverty level. The Town contracted with Western Wake Crisis Ministry, Inc. to make eligibility determinations. Assistance was initially given out in June.

### Attachments

- CAP Update 12/31/21
- US Poverty Levels 2022





# Update: Town of Apex Customer Assistance Program (CAP)

February 8, 2022



# Delinquent Accounts as of December 31, 2021

	Residential	Commercial	Total
Amount Delinquent	\$261,526	\$12,080	\$273,606
Number of Accounts	439	18	457
Average Balance	\$596	\$671	\$599
		Delinquent accounts as a percent of cumulative charges	.22%

# Accounts with a Payment Plan as of December 31, 2021

PAYMENT PLANS	Number of Customers	Amount Due	Average Balance
Current	379	\$334,946	\$884
Past Due	<u>102</u>	<u>\$135,483</u>	\$1,328
Total Payment Plans	481	\$470,429	\$978
Current Payment Plans	379	\$334,946	\$884
Delinquent Accounts	<u>457</u>	<u>\$273,606</u>	\$599
Total	836	\$608,552	\$728
Delinquent Accts. 5 31 21	1,947	\$1,340,942	\$689

# Past Due Accounts as of December 31, 2021

Fund	Past Due Amount	% of Cumulative Charges
General	\$101,199	1.00%
Electric	\$998,820	1.32%
Water Sewer	<u>\$428,572</u>	1.13%
Total December 31, 2021	\$1,528,591	1.24%
Total May 31, 2021	\$2,265,874	2.83%

# Summary of CAP Applications and Approvals

	Through January 20, 2022
Number of Applications	234
Number of Applications Approved	216 (92% Approval Rate)
Assistance Given	\$106,074
Average Assistance per Approval	\$491

# Approvals by Poverty Level

% of Poverty Level (Maximum Income Family of 4)	Number of Approvals
0 to 100% (\$27,750)	139 (64% of All Approvals)
101 to 110% (\$30,525)	9
111 to 120% (\$33,300)	14
121 to 130% (\$36,075)	13
131 to 140% (\$38,850)	13
141 to 150% (\$41,625)	6
151 to 160% (\$44,400)	9
161 to 170% (\$47,175)	4
171 to 180% (\$49,950)	2
181 to 190% (\$52,725)	4
191 to 200% (\$55,500)	3

# Available Funds as of January 20, 2022

	Original Appropriation	Awarded/Expended	% Awarded/Expended
Assistance	\$509,000	\$106,074	21%
Eligibility Determinations	\$40,675	\$18,796	46%
Total	\$549,675	\$124,870	23%

# in Fmly	<u>2022 Federal Poverty Limits</u>										
	<u>(As of 1/12/22)</u>										
	100%	110%	120%	130%	140%	150%	160%	170%	180%	190%	200%
1	13,590	14,949	16,308	17,667	19,026	20,385	21,744	23,103	24,462	25,821	27,180
2	18,310	20,141	21,972	23,803	25,634	27,465	29,296	31,127	32,958	34,789	36,620
3	23,030	25,333	27,636	29,939	32,242	34,545	36,848	39,151	41,454	43,757	46,060
4	27,750	30,525	33,300	36,075	38,850	41,625	44,400	47,175	49,950	52,725	55,500
5	32,470	35,717	38,964	42,211	45,458	48,705	51,952	55,199	58,446	61,693	64,940
6	37,190	40,909	44,628	48,347	52,066	55,785	59,504	63,223	66,942	70,661	74,380
7	41,910	46,101	50,292	54,483	58,674	62,865	67,056	71,247	75,438	79,629	83,820
8	46,630	51,293	55,956	60,619	65,282	69,945	74,608	79,271	83,934	88,597	93,260

Beyond 8 household memebrebrs, add \$4,720 per member.

# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PRESENTATION

Meeting Date: February 8, 2022

## Item Details

Presenter(s): Jacques K. Gilbert, Mayor

Department(s): Governing Body

### Requested Motion

Presentation of the Mayor's Substance Misuse Task Force

### Approval Recommended?

N/A

### Item Details

Jacques K. Gilbert, Mayor and Brooke Cook, member of the Mayor's Substance Misuse Task Force, will provide a one-year update on the Mayor's Substance Misuse Task Force.

### Attachments

- N/A



# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: February 8, 2022

## Item Details

Presenter(s): Amanda Bunce, Current Planning Manager

Department(s): Planning and Community Development

### Requested Motion

Motion to set the Public Hearing for the February 22, 2022 Town Council meeting regarding various amendments to the Unified Development Ordinance (UDO).

### Approval Recommended?

The Planning and Community Development Department recommends approval.

### Item Details

Summary of UDO Amendments

Requested by the Planning Committee of Town Council:

1. Amendment to Secs. 4.2.2 *Use Table* and 4.4.2 *Supplemental Standards, Public and Civic Uses* in order to require a neighborhood meeting be held prior to the submittal of any Minor or Major Site Plan for the use "School, public or private".

Requested by Planning Staff:

2. Amendments to Sec. 2.1.9 *Apex Environmental Advisory Board* in order to remove the reference to the Environmental Committee of the Apex Town Council as that committee was dissolved on December 11, 2021.
3. Amendments to Sec. 4.3.5 *Use Classifications, Commercial Uses* in order to revise the definition of Glass Sales to allow for wholesale glass sales in addition to retail sales.
4. Amendment to Sec. 8.2.8.B.1 *Screening Methods, Dumpsters* in order to allow wood as a material for the gates of dumpster enclosures associated with Wake County Landmark or other historic structures.
5. Amendments to Sec. 8.2.6.C.4 *General Buffering Requirements, No Development Within the Required Buffer* in order to require buffers along Fully- and Limited-Controlled Access Highways that contain a public utility easement to have a minimum 20-foot-wide planting area and to correct an incorrect section reference.

### Attachments

- N/A



# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: February 8, 2022

## Item Details

Presenter(s): Dianne Khin, Director of Planning and Community Development

Department(s): Planning and Community Development

### Requested Motion

Motion to adopt a Resolution Directing the Town Clerk to Investigate Petition Received, to accept the Certificate of Sufficiency by the Town Clerk and to adopt a Resolution Setting Date of Public Hearing for February 22, 2022 on the Question of Annexation - Apex Town Council's intent to annex The William T. Mills Testamentary Trust-David G. Mills, Trustee (Wake County EMS Main) property containing 5.40 acres located at 0 Apex Barbecue Road, Annexation #721 into the Town's corporate limits.

### Approval Recommended?

Yes, by the Planning and Community Development Department.

### Item Details

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

## Attachments

- Resolution Directing the Town Clerk to Investigate Petition
- Certificate of Sufficiency by the Town Clerk
- Resolution Setting Date of Public Hearing
- Annexation Petition
- Legal Description
- Vicinity Map





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

Annexation Petition# 721  
The William T. Mills Testamentary Trust-David G. Mills, Trustee (Wake County EMS  
Main)

WHEREAS, G.S. § 160-A 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 her investigation.

This the 8<sup>th</sup> day of February 2022.

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Jacques K. Gilbert  
Mayor

ATTEST:

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Jontesca Silver, CMC, NCCMC  
Deputy Town Clerk



CERTIFICATE OF SUFFICIENCY BY THE TOWN CLERK

Annexation Petition #721  
The William T. Mills Testamentary Trust-David G. Mills, Trustee (Wake County EMS  
Main)

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

I, Jontesca Silver, Deputy 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 8<sup>th</sup> day of February 2022.

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Jontesca Silver, CMC, NCCMC  
Deputy Town Clerk

(Seal)

# 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 #: 2021-015 Submittal Date: 11/1/21  
Fee Paid: \$ 200.00 Check #: 3346

## 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, 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

The William T. Mills Testamentary Trust - David G. Mills, Trustee	PIN # 0731-17-9775
Owner Name (Please Print)	Property PIN or Deed Book & Page #
(919) 270-6889	jackiesmills@hotmail.com
Phone	E-mail Address
Dorothy M. Mills, by David G. Mills Attorney in Fact	PIN # 0731-17-9775
Owner Name (Please Print)	Property PIN or Deed Book & Page #
(919) 270-6889	jackiesmills@hotmail.com
Phone	E-mail Address
Owner Name (Please Print)	Property PIN or Deed Book & Page #
Phone	E-mail Address

## SURVEYOR INFORMATION

Surveyor: McKim & Creed (Robin L. Lee)  
Phone: (919) 233-8091 Fax: (919) 233-8031  
E-mail Address: rlee@mckimcreed.com

## ANNEXATION SUMMARY CHART

Property Information	Reason(s) for annexation (select all that apply)
Total Acreage to be annexed: <u>5.40</u>	Need water service due to well failure <input type="checkbox"/>
Population of acreage to be annexed: <u>0</u>	Need sewer service due to septic system failure <input type="checkbox"/>
Existing # of housing units: <u>0</u>	Water service (new construction) <input checked="" type="checkbox"/>
Proposed # of housing units: <u>0</u>	Sewer service (new construction) <input checked="" type="checkbox"/>
Zoning District*: <u>RR</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 for questions.

PETITION FOR VOLUNTARY ANNEXATION

Application #: 2021-015

Submittal Date: 11/1/21

COMPLETE IF SIGNED BY INDIVIDUALS:

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

The William T. Mills Testamentary Trust by: David G. Mills, Trustee  
Please Print Signature

Dorothy M. Mills  
Please Print

By: David G. Mills Attorney in fact  
Signature

Please Print

Signature

Please Print

Signature

STATE OF NORTH CAROLINA

COUNTY OF WAKE Granville

Richard C. Campbell  
David G. Mills, Trustee, and  
David G. Mills, Attorney in fact

Sworn and subscribed before me, Richard C. Campbell a Notary Public for the above State and County,  
this 26th day of October, 2021.



Richard C. Campbell  
Notary Public

My Commission Expires: 5/25/2025

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: \_\_\_\_\_

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: \_\_\_\_\_

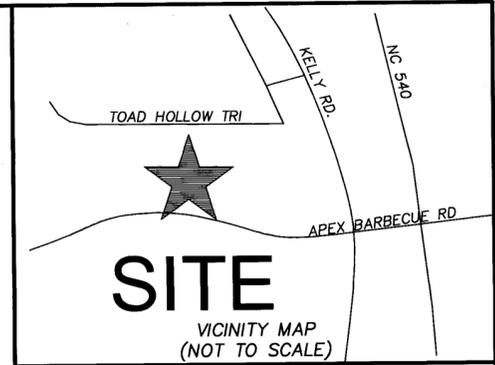
Line #	Direction	Length
L1	S65°42'57"W	13.68'
L3	S88°46'14"E	49.86'
L5	N00°51'56"W	31.18'
L6	N00°34'00"W	1.51'

ANNEXATION # \_\_\_\_\_

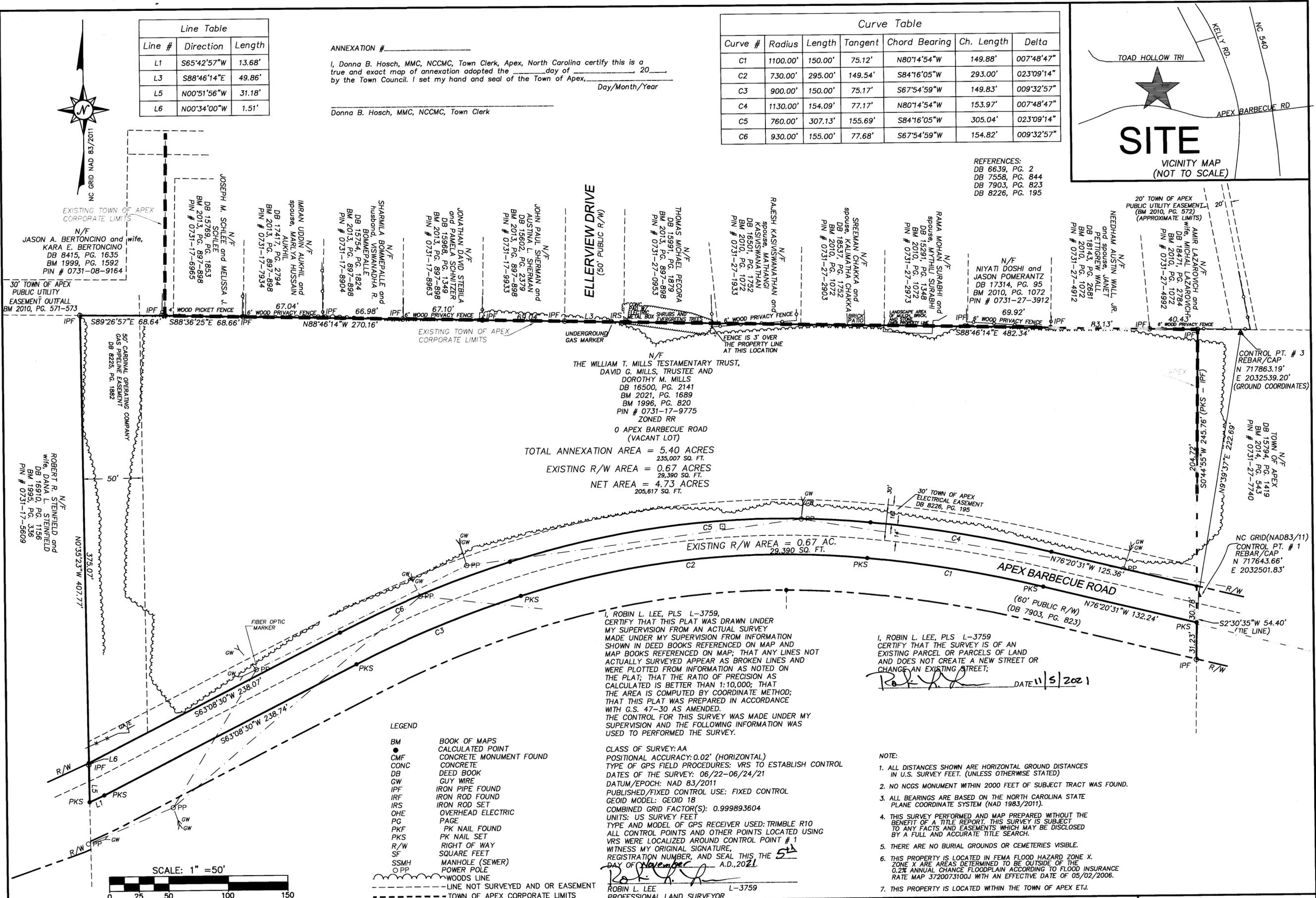
I, Donna B. Hosch, MMC, NCCMC, Town Clerk, Apex, North Carolina certify this is a true and exact map of annexation adopted the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by the Town Council. I set my hand and seal of the Town of Apex, \_\_\_\_\_ Day/Month/Year

Donna B. Hosch, MMC, NCCMC, Town Clerk

Curve #	Radius	Length	Tangent	Chord Bearing	Ch. Length	Delta
C1	1100.00'	150.00'	75.12'	N80°14'54"W	149.88'	007°48'47"
C2	730.00'	295.00'	149.54'	S84°16'05"W	293.00'	023°09'14"
C3	900.00'	150.00'	75.17'	S67°54'59"W	149.83'	009°32'57"
C4	1130.00'	154.09'	77.17'	N80°14'54"W	153.97'	007°48'47"
C5	760.00'	307.13'	155.69'	S84°16'05"W	305.04'	023°09'14"
C6	930.00'	155.00'	77.68'	S67°54'59"W	154.82'	009°32'57"

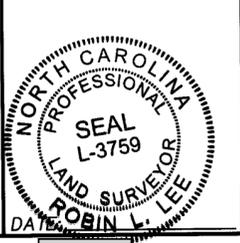


REFERENCES:  
DB 6639, PG. 2  
DB 7558, PG. 844  
DB 7903, PG. 823  
DB 8226, PG. 195



DATE	REVISION	INITIAL

**MCKIM & CREED**  
1730 Varsity Drive Suite 500  
Raleigh, North Carolina 27606  
Phone: (919)233-8091, Fax: (919)233-8031  
NC FIRM # F-1222  
Internet Site: <http://www.mckimcreed.com>



ANNEXATION MAP FOR THE TOWN OF APEX  
PROPERTY OF  
**THE WILLIAM T. MILLS TESTAMENTARY TRUST, DAVID G. MILLS, TRUSTEE AND DOROTHY M. MILLS**  
PIN # 0731-17-9775  
DATE: 10/27/2021 SCALE: 1" = 50'  
TOWN OF APEX, BUCKHORN TOWNSHIP WAKE COUNTY NORTH CAROLINA  
DWG. # : R.1.

PROJECT # : 00790-0395  
PROJ. SVYR : RLL  
DRAWN BY : RLL  
FIELD BK. : R0  
COMP. FILE : VS101-007900395  
SHEET # : 1 OF 1



Town of Apex Annexation of  
The William T. Mills Testamentary Trust, David G. Mills, Trustee and  
Dorothy M. Mills  
Wake County Pin # 0731-17-9775  
Book of Maps 2021, Page 1689

BEING all that tract of land containing a total area of +/- 5.40 acres (235,007 square feet) located in Buckhorn Township, Wake County, North Carolina; said tract being bounded on the north by Jason A. Bertoncino and wife, Kara E. Bertoncino, Joseph M. Schlee and Melissa J. Schlee, Imran Uddin Aukhil and spouse, Marlya Hussain Aukhil, Sharmila Bommeppalle and husband, Viswanadha R. Bommeppalle, Jonathan David Stebila and Pamela Schnitzer, John Paul Sherman and Austina L. Sherman, Ellerview Drive, Thomas Michael Pecora, Rajesh Kasiviswanathan and spouse, Mathangi Kasiviswanathan, Sreeman Chakka and spouse, Kalimatha Chakka, Rama Mohan Surabhi and spouse, Mythili Surabhi, Niyati Doshi and Jason Pomerantz, Needham Austin Wall, Jr. and spouse, Janet Pettigrew wall and Amir Lazarovich and wife, Michal Lazarovich, on the east by Town of Apex, on the south by the centerline of Apex Barbecue Road and on the west by Robert R. Steinfield and wife, Dana L. Steinfield and being more particularly described by courses based on North Carolina Grid Coordinate System (NAD83/2011) and distances according to a survey entitled "Annexation Map for the Town of Apex Property of The William T. Mills Testamentary Trust, David G. Mills, Trustee and Dorothy M. Mills Pin # 0731-17-9775" prepared by McKim & Creed, Inc. dated October 27, 2021 and being more particularly described as follows:

COMMENCING at a McKim & Creed Control Point # 1 a rebar and cap having NC Grid (NAD83/2011) coordinates of Northing = 717,643.66 feet, Easting = 2,032,501.83 feet; thence with tie lines the following two calls: (1) south 02 deg. 30 min. 35 sec. west 54.40 feet to an iron pipe found near the southern right-of-way line (allowing 60 feet) of Apex Barbecue Road and (2) north 00 deg. 44 min. 55 sec. west 31.23 feet to a PK nail set in the centerline of Apex Barbecue Road, the POINT OF BEGINNING; thence with the centerline of Apex Barbecue Road the following six calls: (1) north 76 deg. 20 min. 31 sec. west 132.24 feet to a PK nail set, (2) with a curve to the left having a radius of 1,100.00 feet, an arc length of 150 feet, a chord bearing and distance of north 80 deg. 14 min. 54 sec. west 149.88 feet to a PK nail set, (3) continuing with a curve to the left having a radius of 730.00 feet, an arc length of 295.00 feet, a chord bearing and distance of south 84 deg. 16 min. 05 sec. west 293.00 feet to a PK nail set, (4) continuing with a curve to the left having a radius of 900.00 feet, an arc length of 150.00 feet, a chord bearing and distance of south 67 deg. 54 min. 59 sec. west 149.83 feet to a PK nail set, (5) south 63 deg. 08 min. 30 sec. west 238.74 feet to a PK nail set, and (6) south 65 deg. 42 min. 57 sec. west 13.68 feet to a PK nail set, thence leaving the centerline of Apex Barbecue Road with the eastern line of Robert R. Steinfield and wife, Dana L. Steinfield north 00 deg. 35 min. 23 sec. west 407.77 feet to an iron pipe found in the southern line of Jason A. Bertoncino and wife, Kara E. Bertoncino, thence with northern lines of William T. Mills Testamentary Trust, David G. Mills, Trustee and Dorothy M. Mills (Book of Maps 2021, Page 1689) the following five calls: (1) south 89 deg. 26 min. 57 sec. east 68.64 feet to an iron pipe found, (2) south 88 deg. 36 min. 25 sec. east 68.66 feet to an iron pipe found,

(3) south 88 deg. 46 min. 14 sec. east 270.16 feet to an iron pipe found,  
(4) south 88 deg. 46 min. 14 sec. east 49.86 feet to an iron rod set, and  
(5) south 88 deg. 46 min. 14 sec. east 482.34 feet to an iron pipe found,  
said iron pipe being the northwestern corner of the Town of Apex (Deed  
Book 15794, Page 1419; Book of Maps 2014, Page 543), thence with the  
western line of the Town of Apex south 00 deg. 44 min. 55 sec. west  
245.76 feet to a PK nail set in the centerline of Apex Barbecue Road, the  
Beginning PK nail.

Prepared by:  
October 28, 2021  
McKim & Creed, Inc.  
1730 Varsity Drive, Suite 500  
Raleigh, NC 27606

---

NC Firm # F-1222  
Robin L. Lee, PLS      L-3759



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

Annexation Petition #721  
The William T. Mills Testamentary Trust-David G. Mills, Trustee (Wake County EMS  
Main)

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 February 22, 2022.

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](http://www.apexnc.org), Public Notice, at least ten (10) days prior to the date of said public hearing.

This the 8<sup>th</sup> day of February 2022.

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Jacques K. Gilbert, Mayor

ATTEST:

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Jontesca Silver, CMC, NCCMC, Deputy Town Clerk

Town of Apex Annexation of  
The William T. Mills Testamentary Trust, David G. Mills, Trustee and  
Dorothy M. Mills  
Wake County Pin # 0731-17-9775  
Book of Maps 2021, Page 1689

BEING all that tract of land containing a total area of +/- 5.40 acres (235,007 square feet) located in Buckhorn Township, Wake County, North Carolina; said tract being bounded on the north by Jason A. Bertoncino and wife, Kara E. Bertoncino, Joseph M. Schlee and Melissa J. Schlee, Imran Uddin Aukhil and spouse, Marlya Hussain Aukhil, Sharmila Bommeppalle and husband, Viswanadha R. Bommeppalle, Jonathan David Stebila and Pamela Schnitzer, John Paul Sherman and Austina L. Sherman, Ellerview Drive, Thomas Michael Pecora, Rajesh Kasiviswanathan and spouse, Mathangi Kasiviswanathan, Sreeman Chakka and spouse, Kalimatha Chakka, Rama Mohan Surabhi and spouse, Mythili Surabhi, Niyati Doshi and Jason Pomerantz, Needham Austin Wall, Jr. and spouse, Janet Pettigrew wall and Amir Lazarovich and wife, Michal Lazarovich, on the east by Town of Apex, on the south by the centerline of Apex Barbecue Road and on the west by Robert R. Steinfield and wife, Dana L. Steinfield and being more particularly described by courses based on North Carolina Grid Coordinate System (NAD83/2011) and distances according to a survey entitled "Annexation Map for the Town of Apex Property of The William T. Mills Testamentary Trust, David G. Mills, Trustee and Dorothy M. Mills Pin # 0731-17-9775" prepared by McKim & Creed, Inc. dated October 27, 2021 and being more particularly described as follows:

COMMENCING at a McKim & Creed Control Point # 1 a rebar and cap having NC Grid (NAD83/2011) coordinates of Northing = 717,643.66 feet, Easting = 2,032,501.83 feet; thence with tie lines the following two calls: (1) south 02 deg. 30 min. 35 sec. west 54.40 feet to an iron pipe found near the southern right-of-way line (allowing 60 feet) of Apex Barbecue Road and (2) north 00 deg. 44 min. 55 sec. west 31.23 feet to a PK nail set in the centerline of Apex Barbecue Road, the POINT OF BEGINNING; thence with the centerline of Apex Barbecue Road the following six calls: (1) north 76 deg. 20 min. 31 sec. west 132.24 feet to a PK nail set, (2) with a curve to the left having a radius of 1,100.00 feet, an arc length of 150 feet, a chord bearing and distance of north 80 deg. 14 min. 54 sec. west 149.88 feet to a PK nail set, (3) continuing with a curve to the left having a radius of 730.00 feet, an arc length of 295.00 feet, a chord bearing and distance of south 84 deg. 16 min. 05 sec. west 293.00 feet to a PK nail set, (4) continuing with a curve to the left having a radius of 900.00 feet, an arc length of 150.00 feet, a chord bearing and distance of south 67 deg. 54 min. 59 sec. west 149.83 feet to a PK nail set, (5) south 63 deg. 08 min. 30 sec. west 238.74 feet to a PK nail set, and (6) south 65 deg. 42 min. 57 sec. west 13.68 feet to a PK nail set, thence leaving the centerline of Apex Barbecue Road with the eastern line of Robert R. Steinfield and wife, Dana L. Steinfield north 00 deg. 35 min. 23 sec. west 407.77 feet to an iron pipe found in the southern line of Jason A. Bertoncino and wife, Kara E. Bertoncino, thence with northern lines of William T. Mills Testamentary Trust, David G. Mills, Trustee and Dorothy M. Mills (Book of Maps 2021, Page 1689) the following five calls: (1) south 89 deg. 26 min. 57 sec. east 68.64 feet to an iron pipe found, (2) south 88 deg. 36 min. 25 sec. east 68.66 feet to an iron pipe found,

(3) south 88 deg. 46 min. 14 sec. east 270.16 feet to an iron pipe found,  
(4) south 88 deg. 46 min. 14 sec. east 49.86 feet to an iron rod set, and  
(5) south 88 deg. 46 min. 14 sec. east 482.34 feet to an iron pipe found,  
said iron pipe being the northwestern corner of the Town of Apex (Deed  
Book 15794, Page 1419; Book of Maps 2014, Page 543), thence with the  
western line of the Town of Apex south 00 deg. 44 min. 55 sec. west  
245.76 feet to a PK nail set in the centerline of Apex Barbecue Road, the  
Beginning PK nail.

Prepared by:  
October 28, 2021  
McKim & Creed, Inc.  
1730 Varsity Drive, Suite 500  
Raleigh, NC 27606

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NC Firm # F-1222  
Robin L. Lee, PLS      L-3759

Town of Apex Annexation of  
The William T. Mills Testamentary Trust, David G. Mills, Trustee and  
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Wake County Pin # 0731-17-9775  
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Beginning PK nail.

Prepared by:  
October 28, 2021  
McKim & Creed, Inc.  
1730 Varsity Drive, Suite 500  
Raleigh, NC 27606

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NC Firm # F-1222  
Robin L. Lee, PLS      L-3759



PETITION FOR VOLUNTARY ANNEXATION

Application #: 2021-015

Submittal Date: 11/1/21

COMPLETE IF SIGNED BY INDIVIDUALS:

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

The William T. Mills Testamentary Trust by: David G. Mills, Trustee  
Please Print \_\_\_\_\_ Signature \_\_\_\_\_

Dorothy M. Mills By: David G. Mills Attorney in fact  
Please Print \_\_\_\_\_ Signature \_\_\_\_\_

\_\_\_\_\_  
Please Print \_\_\_\_\_ Signature \_\_\_\_\_

\_\_\_\_\_  
Please Print \_\_\_\_\_ Signature \_\_\_\_\_

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

Granville

Richard C. Campbell

David G. Mills, Trustee, and

David G. Mills, Attorney in fact

Sworn and subscribed before me, \_\_\_\_\_ a Notary Public for the above State and County,  
this 26th day of October, 2021.



Richard C. Campbell  
Notary Public

My Commission Expires: 5/25/2025

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: \_\_\_\_\_

Town of Apex Annexation of  
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Dorothy M. Mills  
Wake County Pin # 0731-17-9775  
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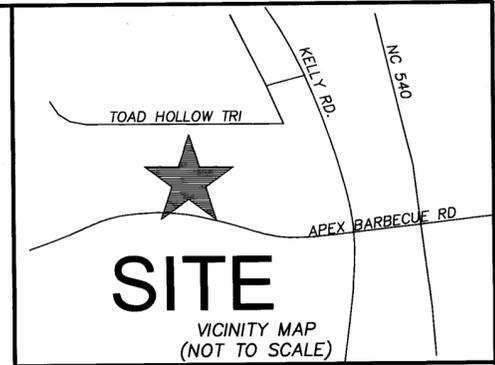
NC Firm # F-1222  
Robin L. Lee, PLS      L-3759

Line #	Direction	Length
L1	S65°42'57"W	13.68'
L3	S88°46'14"E	49.86'
L5	N00°51'56"W	31.18'
L6	N00°34'00"W	1.51'

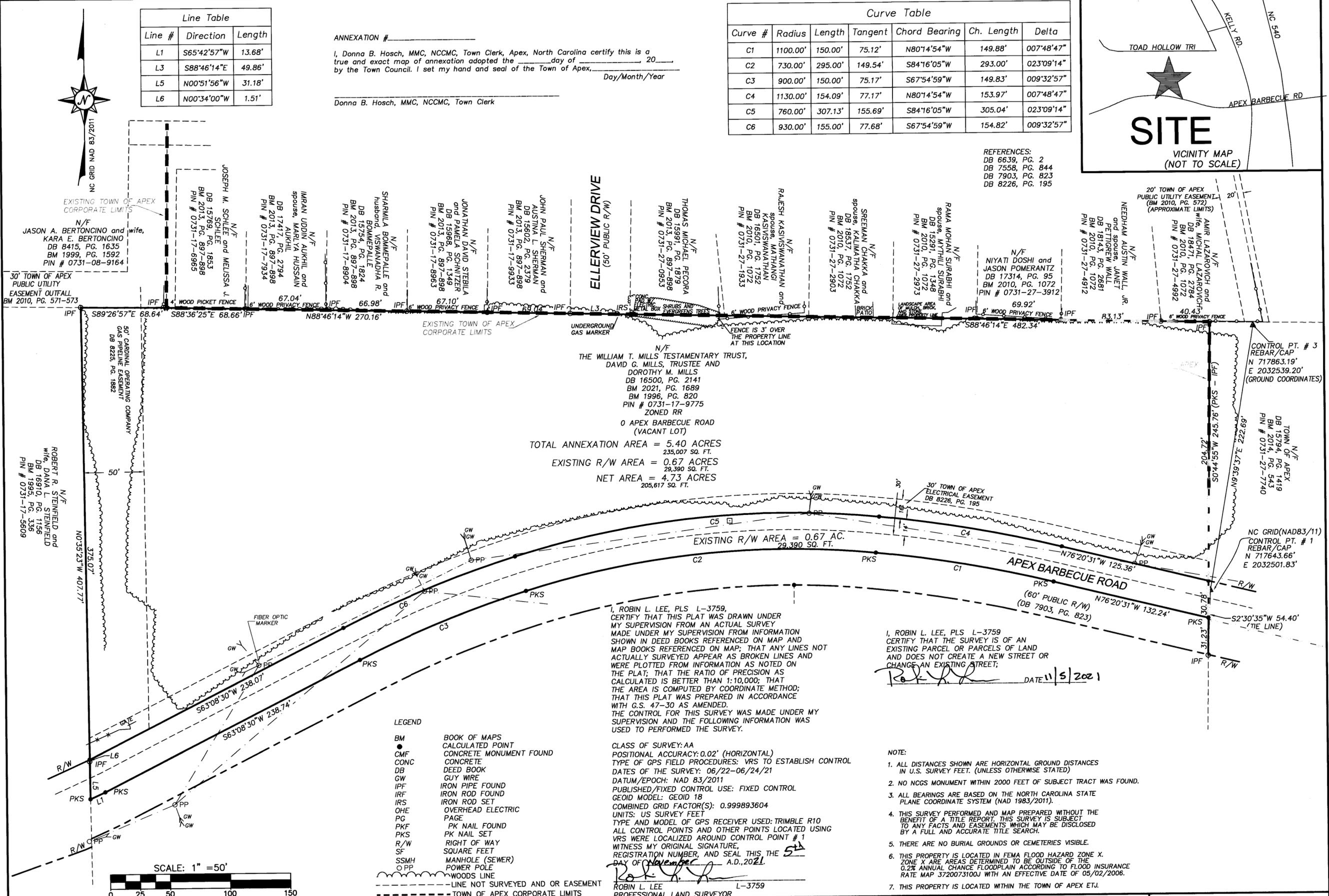
ANNEXATION # \_\_\_\_\_  
 I, Donna B. Hosch, MMC, NCCMC, Town Clerk, Apex, North Carolina certify this is a true and exact map of annexation adopted the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the Town Council. I set my hand and seal of the Town of Apex, \_\_\_\_\_ Day/Month/Year

Donna B. Hosch, MMC, NCCMC, Town Clerk

Curve #	Radius	Length	Tangent	Chord Bearing	Ch. Length	Delta
C1	1100.00'	150.00'	75.12'	N80°14'54"W	149.88'	007°48'47"
C2	730.00'	295.00'	149.54'	S84°16'05"W	293.00'	023°09'14"
C3	900.00'	150.00'	75.17'	S67°54'59"W	149.83'	009°32'57"
C4	1130.00'	154.09'	77.17'	N80°14'54"W	153.97'	007°48'47"
C5	760.00'	307.13'	155.69'	S84°16'05"W	305.04'	023°09'14"
C6	930.00'	155.00'	77.68'	S67°54'59"W	154.82'	009°32'57"



REFERENCES:  
 DB 6639, PG. 2  
 DB 7558, PG. 844  
 DB 7903, PG. 823  
 DB 8226, PG. 195



THE WILLIAM T. MILLS TESTAMENTARY TRUST,  
 DAVID G. MILLS, TRUSTEE AND  
 DOROTHY M. MILLS  
 DB 16500, PG. 2141  
 BM 2021, PG. 1689  
 BM 1996, PG. 820  
 PIN # 0731-17-9775  
 ZONED RR  
 0 APEX BARBECUE ROAD  
 (VACANT LOT)

TOTAL ANNEXATION AREA = 5.40 ACRES  
 235,007 SQ. FT.  
 EXISTING R/W AREA = 0.67 ACRES  
 29,390 SQ. FT.  
 NET AREA = 4.73 ACRES  
 205,617 SQ. FT.

EXISTING R/W AREA = 0.67 AC.  
 29,390 SQ. FT.

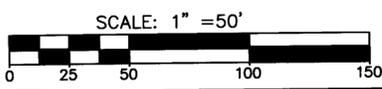
I, ROBIN L. LEE, PLS L-3759,  
 CERTIFY THAT THIS PLAT WAS DRAWN UNDER  
 MY SUPERVISION FROM AN ACTUAL SURVEY  
 MADE UNDER MY SUPERVISION FROM INFORMATION  
 SHOWN IN DEED BOOKS REFERENCED ON MAP AND  
 MAP BOOKS REFERENCED ON MAP; THAT ANY LINES NOT  
 ACTUALLY SURVEYED APPEAR AS BROKEN LINES AND  
 WERE PLOTTED FROM INFORMATION AS NOTED ON  
 THE PLAT; THAT THE RATIO OF PRECISION AS  
 CALCULATED IS BETTER THAN 1:10,000; THAT  
 THE AREA IS COMPUTED BY COORDINATE METHOD;  
 THAT THIS PLAT WAS PREPARED IN ACCORDANCE  
 WITH G.S. 47-30 AS AMENDED.  
 THE CONTROL FOR THIS SURVEY WAS MADE UNDER MY  
 SUPERVISION AND THE FOLLOWING INFORMATION WAS  
 USED TO PERFORMED THE SURVEY.

I, ROBIN L. LEE, PLS L-3759  
 CERTIFY THAT THE SURVEY IS OF AN  
 EXISTING PARCEL OR PARCELS OF LAND  
 AND DOES NOT CREATE A NEW STREET OR  
 CHANGE AN EXISTING STREET;  
 DATE 11/5/2021

CLASS OF SURVEY: AA  
 POSITIONAL ACCURACY: 0.02' (HORIZONTAL)  
 TYPE OF GPS FIELD PROCEDURES: VRS TO ESTABLISH CONTROL  
 DATES OF THE SURVEY: 06/22-06/24/21  
 DATUM/EPOCH: NAD 83/2011  
 PUBLISHED/FIXED CONTROL USE: FIXED CONTROL  
 GEOD MODEL: GEOD 18  
 COMBINED GRID FACTOR(S): 0.999893604  
 UNITS: US SURVEY FEET  
 TYPE AND MODEL OF GPS RECEIVER USED: TRIMBLE R10  
 ALL CONTROL POINTS AND OTHER POINTS LOCATED USING  
 VRS WERE LOCALIZED AROUND CONTROL POINT # 1  
 WITNESS MY ORIGINAL SIGNATURE,  
 REGISTRATION NUMBER, AND SEAL THIS THE  
 DAY OF November A.D., 2021

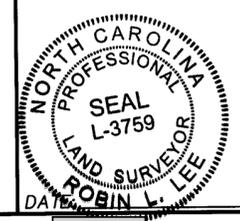
- NOTE:
1. ALL DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES IN U.S. SURVEY FEET. (UNLESS OTHERWISE STATED)
  2. NO NCGS MONUMENT WITHIN 2000 FEET OF SUBJECT TRACT WAS FOUND.
  3. ALL BEARINGS ARE BASED ON THE NORTH CAROLINA STATE PLANE COORDINATE SYSTEM (NAD 1983/2011).
  4. THIS SURVEY PERFORMED AND MAP PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT. THIS SURVEY IS SUBJECT TO ANY FACTS AND EASEMENTS WHICH MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
  5. THERE ARE NO BURIAL GROUNDS OR CEMETERIES VISIBLE.
  6. THIS PROPERTY IS LOCATED IN FEMA FLOOD HAZARD ZONE X. ZONE X ARE AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN ACCORDING TO FLOOD INSURANCE RATE MAP 3720073100J WITH AN EFFECTIVE DATE OF 05/02/2006.
  7. THIS PROPERTY IS LOCATED WITHIN THE TOWN OF APEX ETJ.

- LEGEND
- BM BOOK OF MAPS
  - CALCULATED POINT
  - CONCRETE MONUMENT FOUND
  - DB CONCRETE
  - DB DEED BOOK
  - GW GUY WIRE
  - IPF IRON PIPE FOUND
  - IRF IRON ROD FOUND
  - IRS IRON ROD SET
  - OHE OVERHEAD ELECTRIC
  - PG PAGE
  - PKF PK NAIL FOUND
  - PKS PK NAIL SET
  - R/W RIGHT OF WAY
  - SF SQUARE FEET
  - SSM/M MANHOLE (SEWER)
  - OPP POWER POLE
  - WOODS LINE
  - - - - - LINE NOT SURVEYED AND OR EASEMENT
  - - - - - TOWN OF APEX CORPORATE LIMITS



DATE	REVISION	INITIAL

**MCKIM & CREED**  
 1730 Varsity Drive Suite 500  
 Raleigh, North Carolina 27606  
 Phone: (919)233-8091, Fax: (919)233-8031  
 NC FIRM # F-1222  
 Internet Site: <http://www.mckimcreed.com>



ANNEXATION MAP FOR THE TOWN OF APEX  
 PROPERTY OF  
**THE WILLIAM T. MILLS TESTAMENTARY TRUST, DAVID G. MILLS, TRUSTEE  
 AND DOROTHY M. MILLS**  
 PIN # 0731-17-9775  
 DATE: 10/27/2021 SCALE: 1" = 50'  
 TOWN OF APEX, BUCKHORN TOWNSHIP WAKE COUNTY NORTH CAROLINA  
 DWG. # : R.1.

PROJECT # : 00790-0395  
 PROJ. SVYR : RLL  
 DRAWN BY : RLL  
 FIELD BK. : R0  
 COMP. FILE : VS101-007900395  
 SHEET # : 1 OF 1

Annexation #721

Kelly Grove II

Kelly Grove

Toad Hollow Trl

Ellerview Dr

Kelly Glen

Kelly Rd

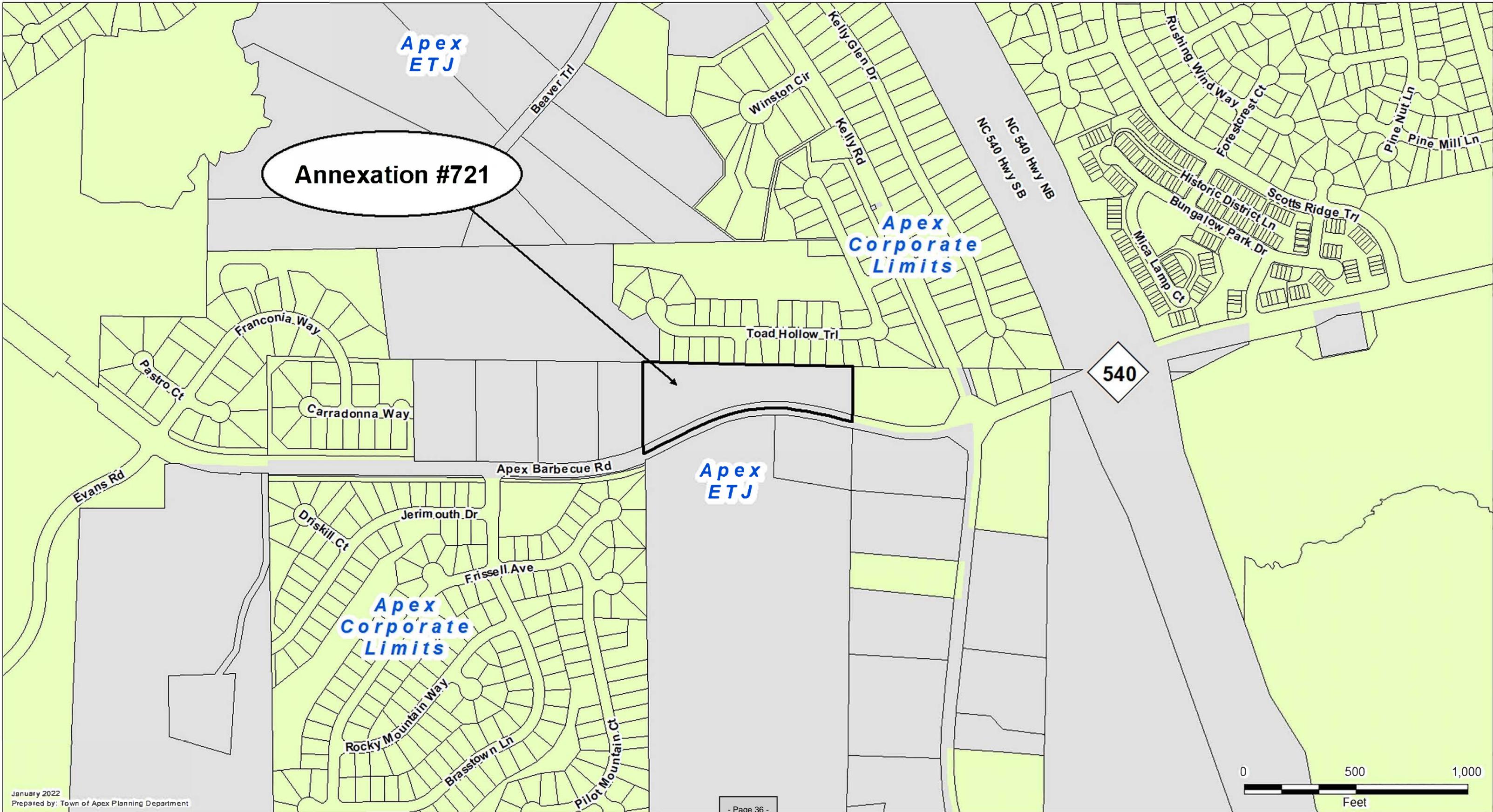
Apex Safety Station 5

Apex Barbecue Rd

Crockett's Ridge

Frissell Ave





**Annexation #721**

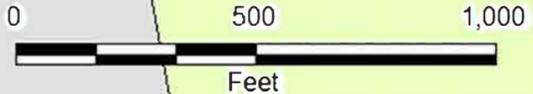
**Apex  
ETJ**

**Apex  
Corporate  
Limits**

**Apex  
ETJ**

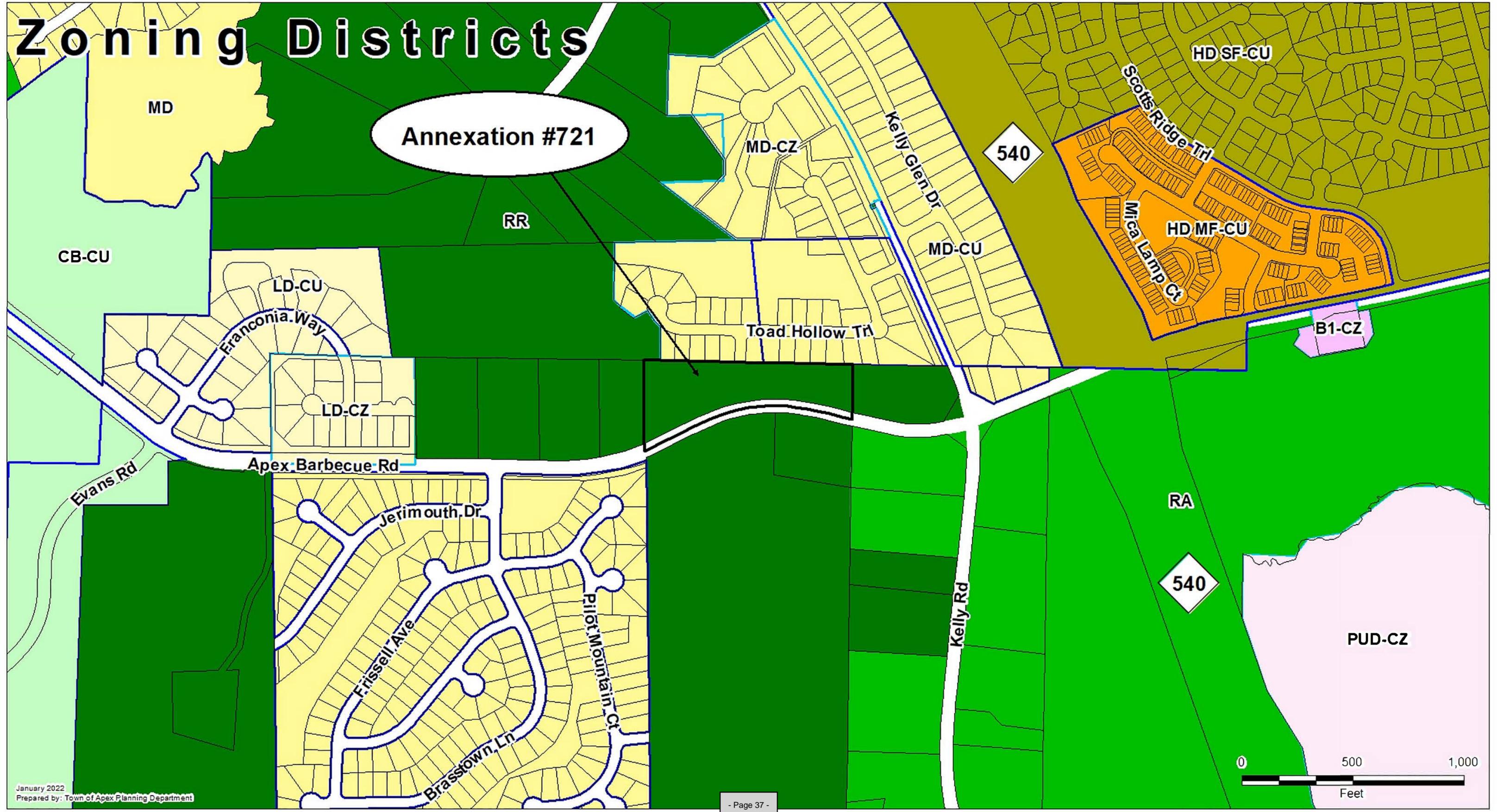
**Apex  
Corporate  
Limits**

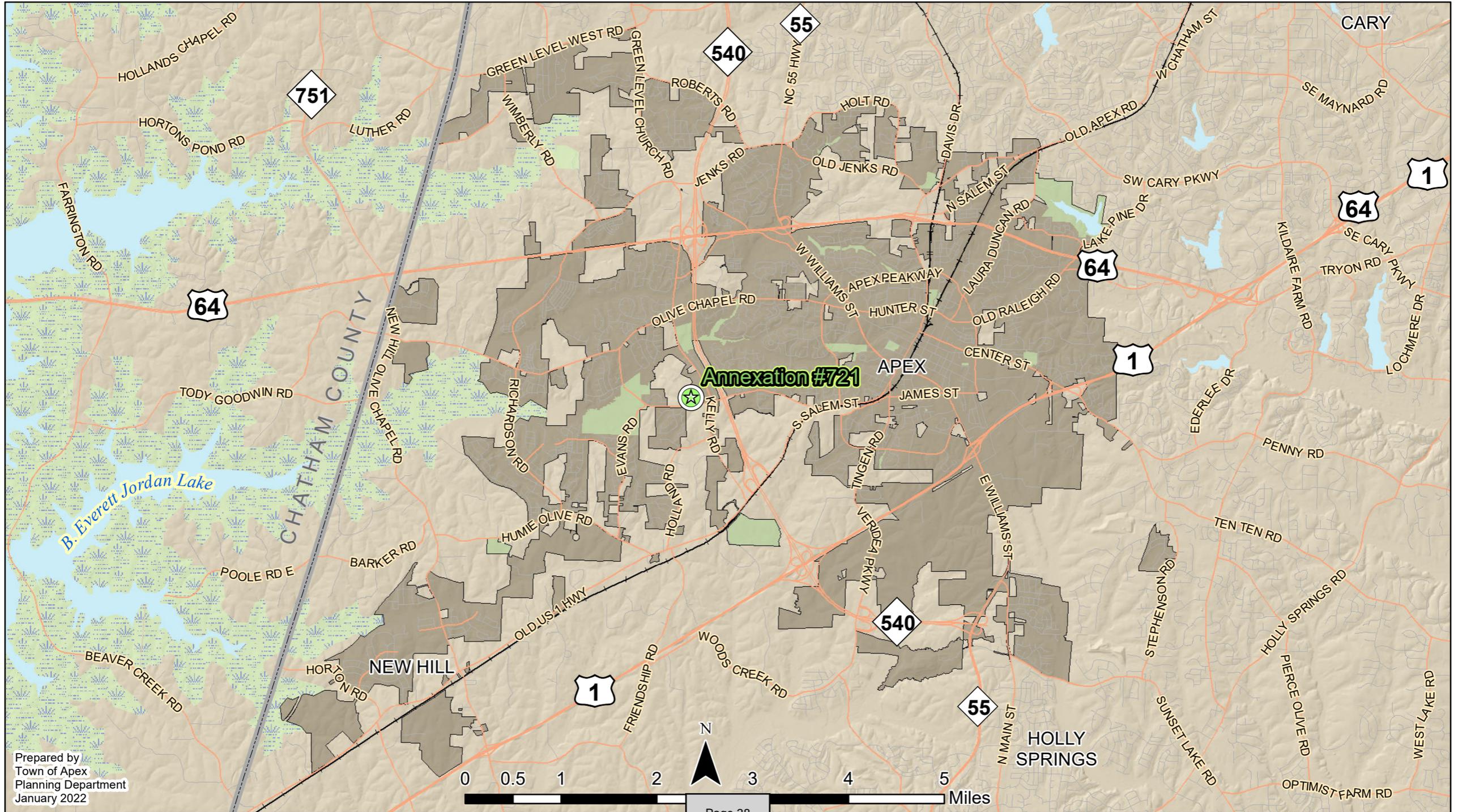
**540**



# Zoning Districts

Annexation #721





Prepared by  
Town of Apex  
Planning Department  
January 2022

# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: February 8, 2022

## Item Details

Presenter(s): Dianne Khin, Director of Planning and Community Development

Department(s): Planning and Community Development

### Requested Motion

Motion to adopt a Resolution Directing the Town Clerk to Investigate Petition Received, to accept the Certificate of Sufficiency by the Town Clerk and to adopt a Resolution Setting Date of Public Hearing for February 22, 2022 on the Question of Annexation - Apex Town Council's intent to annex Bruce L. Thomas property containing 1.13± acres located at 7700 Humie Olive Road Annexation #725 into the Town's corporate limits.

### Approval Recommended?

Yes, by the Planning and Community Development Department.

### Item Details

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

## Attachments

- Resolution Directing the Town Clerk to Investigate Petition
- Certificate of Sufficiency by the Town Clerk
- Resolution Setting Date of Public Hearing
- Annexation Petition
- Legal Description
- Vicinity Map





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

Annexation Petition# 725  
Bruce L. Thomas (7700 Humie Olive Road)

WHEREAS, G.S. § 160-A 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 her investigation.

This the 8<sup>th</sup> day of February 2022.

---

Jacques K. Gilbert  
Mayor

ATTEST:

---

Jontesca Silver, CMC, NCCMC  
Deputy Town Clerk



CERTIFICATE OF SUFFICIENCY BY THE TOWN CLERK

Annexation Petition #725  
Bruce L. Thomas (7700 Humie Olive Road)

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

I, Jontesca Silver, Deputy 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 8<sup>th</sup> day of February 2022.

---

Jontesca Silver, CMC, NCCMC  
Deputy Town Clerk

(Seal)

# PETITION FOR VOLUNTARY ANNEXATION

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

Application #: \_\_\_\_\_  
 Fee Paid \$ 200.00

Submittal Date: \_\_\_\_\_  
 Check # 1236

## 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

BRUCE L. THOMAS  
 Owner Name (Please Print)  
919-630-6082  
 Phone

0721-70-7209  
 Property PIN or Deed Book & Page #  
btthomascpa@gmail.com  
 E-mail Address

Owner Name (Please Print)  
 Phone

Property PIN or Deed Book & Page #  
 E-mail Address

Owner Name (Please Print)  
 Phone

Property PIN or Deed Book & Page #  
 E-mail Address

## SURVEYOR INFORMATION

Surveyor: SMITH & SMITH SURVEYORS, P.A.  
 Phone: 919 362-7111 Fax: n/a  
 E-mail Address: staley@smithandsmithsurveyors.net

## ANNEXATION SUMMARY CHART

Property Information		Reason(s) for annexation (select all that apply)	
Total Acreage to be annexed:	<u>1.13 ±</u>	Need water service due to well failure	<input type="checkbox"/>
Population of acreage to be annexed:	<u>2</u>	Need sewer service due to septic system failure	<input type="checkbox"/>
Existing # of housing units:	<u>1</u>	Water service (new construction)	<input type="checkbox"/>
Proposed # of housing units:	<u>0</u>	Sewer service (new construction)	<input type="checkbox"/>
Zoning District*:	<u>RR</u>	Receive Town Services	<input 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 #: \_\_\_\_\_

Submittal Date: \_\_\_\_\_

COMPLETE IF SIGNED BY INDIVIDUALS:

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

Bruce L. Thomas

Please Print

Bruce L. Thomas

Signature

Please Print

Signature

Please Print

Signature

Please Print

Signature

STATE OF NORTH CAROLINA

COUNTY OF WAKE Mecklenburg

Sworn and subscribed before me, Bruce L Thomas, a Notary Public for the above State and County, this the 13th day of December, 2021.

Alycia C. Moore

Notary Public

My Commission Expires: 4/16/2025



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)

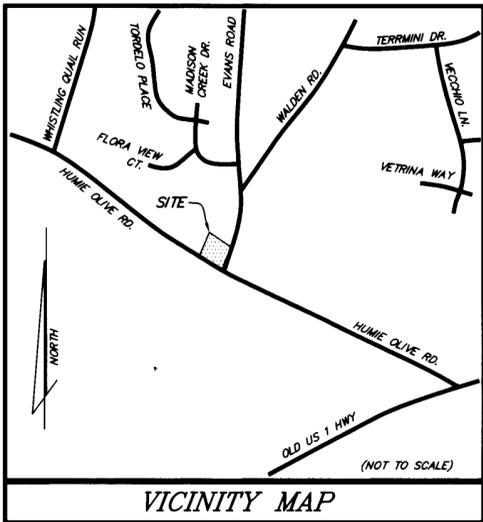
STATE OF NORTH CAROLINA  
COUNTY OF WAKE

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: \_\_\_\_\_



I, STALEY C. SMITH, certify that this plat was drawn under my supervision from an actual survey made under my supervision from deed description recorded in Deed Book N/A, Page N/A, that the boundaries not surveyed are clearly indicated as drawn from information found in Book 17286, Page 1839 that the ratio of precision as calculated is: 1: N/A;  
 This map or plat is exempt from the requirements of G.S. 47-30 pursuant to G.S. 47-30 (j).  
 Witness my hand and seal this 17TH day of JANUARY, A.D., 2022.



*Staley C. Smith*  
 Professional Land Surveyor  
 L-3766  
 License Number

REFERENCE: DEED BOOK 17286, PAGE 1839

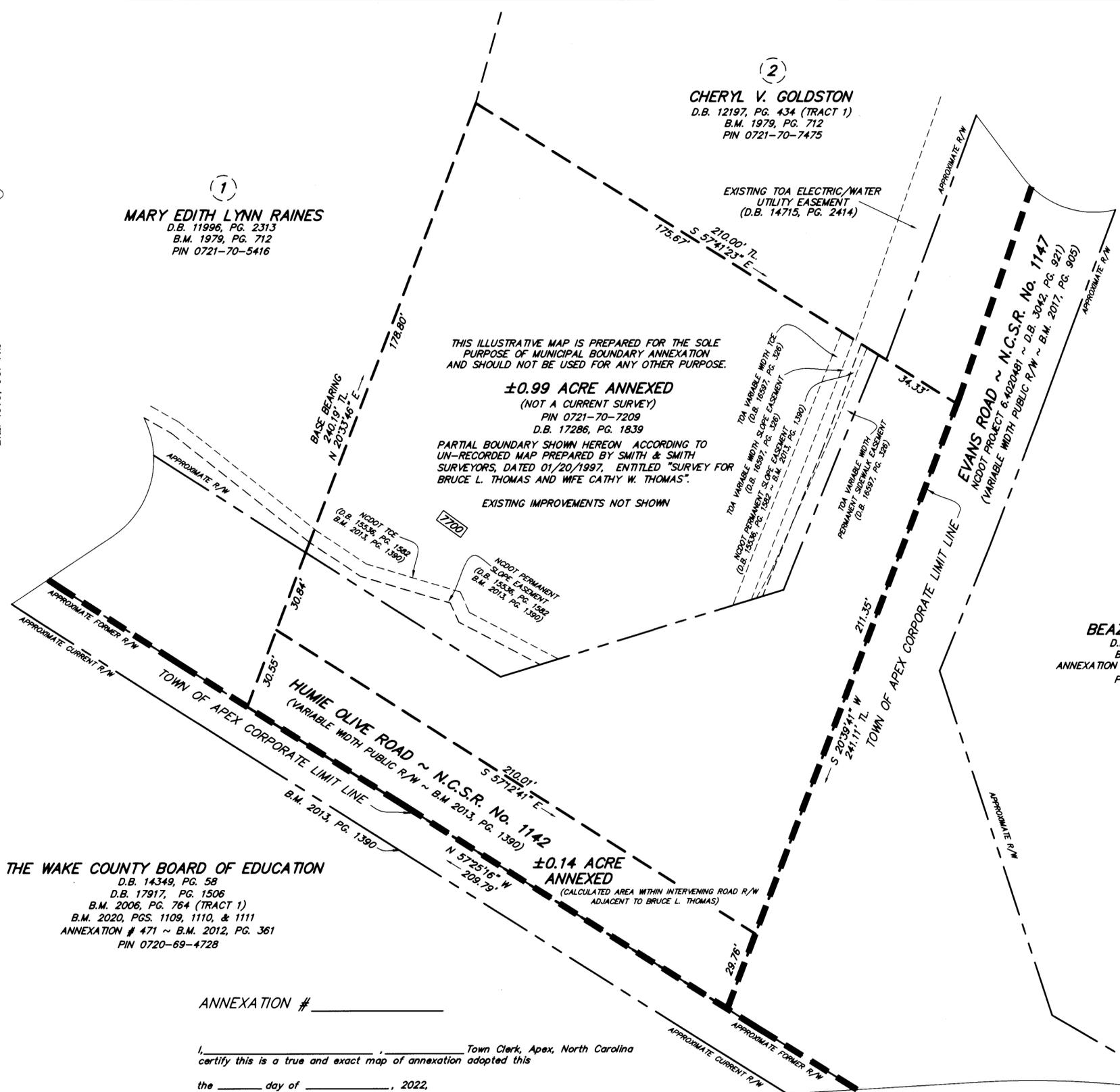
**SURVEYOR NOTES:**

- (a) THE PROPERTY SHOWN HEREON IS SUBJECT TO ALL EASEMENTS OF RECORD AFFECTING THE SAME.
- (b) NO TITLE SEARCH HAS BEEN PERFORMED BY THIS FIRM DURING THE COURSE OF THIS SURVEY.
- (c) THIS SURVEYOR DOES NOT CERTIFY TO THE EXISTENCE OR NON-EXISTENCE OF ANY UNDERGROUND UTILITIES, BURIAL GROUNDS, OR ANY SUBSURFACE FEATURES THAT MAY OR MAY NOT BE PRESENT ON THIS SITE.
- (d) NOT A PHYSICAL SURVEY ON THIS DATE.
- (e) THIS ILLUSTRATIVE MAP IS PREPARED FOR THE SOLE PURPOSE OF MUNICIPAL BOUNDARY ANNEXATION AND SHOULD NOT BE USED FOR ANY OTHER PURPOSE.
- (f) ALL DISTANCES ARE EXPRESSED AS PRESUMPTIVE HORIZONTAL GROUND U.S. SURVEY FEET MEASUREMENTS.
- (g) AREA DETERMINED USING LEGAL DESCRIPTIONS PREPARED BY OTHERS.

- LEGEND**
- Unsurveyed Right Of Way Line
  - Unsurveyed Line
  - Unsurveyed Line
  - Unsurveyed Line
  - Unsurveyed Line
  - Existing Town of Apex Corporate Limit Line (Unsurveyed)

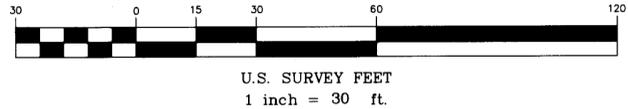
TL - Total  
 R/W - Right Of Way  
 TOA - Town of Apex  
 TCE - Temporary Construction Easement  
 NCDOT - North Carolina Department of Transportation  
 XXXX - Street Address (Typical)

RECORDED IN BOOK OF MAPS **2022**, PAGE \_\_\_\_\_



**THE WAKE COUNTY BOARD OF EDUCATION**  
 D.B. 14349, PG. 58  
 D.B. 17917, PG. 1506  
 B.M. 2006, PG. 764 (TRACT 1)  
 B.M. 2020, PGS. 1109, 1110, & 1111  
 ANNEXATION # 471 ~ B.M. 2012, PG. 361  
 PIN 0720-69-4728

**±1.13 ACRES TOTAL ANNEXED**  
 (NOT A CURRENT SURVEY)



ANNEXATION # \_\_\_\_\_  
 I, \_\_\_\_\_, Town Clerk, Apex, North Carolina  
 certify this is a true and exact map of annexation adopted this  
 the \_\_\_\_\_ day of \_\_\_\_\_, 2022,  
 by the Town Council. I set my hand and seal of  
 the Town of Apex, \_\_\_\_\_, 2022.

**ANNEXATION MAP FOR THE TOWN OF APEX**

PROPERTY OF  
**BRUCE L. THOMAS**  
 BUCKHORN TOWNSHIP, WAKE COUNTY, NORTH CAROLINA

**LISTED OWNER**  
 (NOT A TITLE VERIFICATION)  
 BRUCE L. THOMAS  
 13824 CLAY SPARROW ROAD  
 CHARLOTTE, N.C. 28278-6866  
 P.I.N. 0721-70-7209

**Smith and Smith, Surveyors, P.A.**  
 P.O. BOX 457  
 APEX, N.C. 27502  
 (919) 362-7111  
 FIRM LICENSE No. C-0155

DATE NOVEMBER 29, 2021  
 SCALE 1" = 30'  
 DRAWN BY J.A.B.  
 PROJECT NO. 2021-97



[Home](#)

## Wake County Real Estate Data Account Summary

[iMaps](#)  
[Tax Bills](#)

Real Estate ID **0070104**    PIN # **0721707209**

Account  
Search

Location Address                      Property Description  
**7700 HUMIE OLIVE RD    BRUCE L & CATHY W THOMAS**

[Pin/Parcel History](#)   [Search Results](#)   [New Search](#)



[Account](#) | [Buildings](#) | [Land](#) | [Deeds](#) | [Notes](#) | [Sales](#) | [Photos](#) | [Tax Bill](#) | [Map](#)

<b>Property Owner</b> <b>THOMAS, BRUCE L</b> (Use the <a href="#">Deeds</a> link to view any additional owners)	<b>Owner's Mailing Address</b> <b>13824 CLAY SPARROW RD</b> <b>CHARLOTTE NC 28278-6866</b>	<b>Property Location Address</b> <b>7700 HUMIE OLIVE RD</b> <b>APEX NC 27502-9629</b>
---	--	---

<b>Administrative Data</b> Old Map # <b>669-00000-0030</b> Map/Scale <b>0721 04</b> VCS <b>03AP900</b> City Fire District <b>23</b> Township <b>BUCKHORN</b> Land Class <b>R-&lt;10-HS</b> ETJ <b>AP</b> Spec Dist(s) Zoning <b>RR</b> History ID 1 History ID 2 Acreage <b>.62</b> Permit Date <b>12/29/2021</b> Permit # <b>0000210309</b>	<b>Transfer Information</b> Deed Date <b>11/6/2018</b> Book & Page <b>17286 1839</b> Revenue Stamps Pkg Sale Date <b>1/24/1997</b> Pkg Sale Price <b>\$20,000</b> Land Sale Date Land Sale Price  <b>Improvement Summary</b> Total Units <b>1</b> Recycle Units <b>1</b> Apt/SC Sqft Heated Area <b>1,040</b>	<b>Assessed Value</b> Land Value Assessed <b>\$104,000</b> Bldg. Value Assessed <b>\$35,957</b>  Tax Relief  Land Use Value Use Value Deferment Historic Deferment Total Deferred Value  Use/Hist/Tax Relief Assessed Total Value Assessed* <b>\$139,957</b>
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\*Wake County assessed building and land values reflect the market value as of January 1, 2020, which is the date of the last county-wide revaluation. Any inflation, deflation or other economic changes occurring after this date does not affect the assessed value of the property and cannot be lawfully considered when reviewing the value for adjustment.

The January 1, 2020 values will remain in effect until the next county-wide revaluation. Until that time, any real estate accounts created or new construction built is assessed according to the 2020 Schedule of Values.

**For questions regarding the information displayed on this site, please contact the Department of Tax Administration at [Taxhelp@wakegov.com](mailto:Taxhelp@wakegov.com) or call 919-856-5400.**

SMITH & SMITH SURVEYORS, P.A.  
P.O. BOX 457  
APEX, N.C. 27502  
(919) 362-7111  
FIRM LICENSE NO. C-0155

Lying and being in Buckhorn Township, Wake County, North Carolina and described more fully as follows to wit:

BEGINNING at a point being the southwestern property corner of Cheryl V. Goldston; thence with the southern property line of Cheryl V. Goldston, South  $57^{\circ}41'23''$  East, 210.00 feet to a point in the centerline of N.C.S.R. No. 1147 (Evans Road); thence with the road centerline, South  $20^{\circ}39'41''$  West, 241.11 feet to a point on the former southern 60'(+/-)right-of-way line of N.C.S.R. No. 1142 (Humie Olive Road); thence with the former southern right-of-way line, North  $57^{\circ}25'16''$  West, 209.79 feet to a point on the former right-of-way line; thence North  $20^{\circ}33'46''$  East, 30.55 feet to the former centerline of N.C.S.R. No. 1142 (Humie Olive Road) being the southeast corner of Mary Edith Lynn Raines; thence with an eastern property line of Mary Edith Lynn Raines, North  $20^{\circ}33'46''$  East, 209.64 feet to the point and place of BEGINNING, containing 1.13 Acres more or less.

This description was prepared without the benefit of an actual survey for the sole purpose of municipal boundary annexation.

PRELIMINARY  
THIS IS A PRELIMINARY DRAWING  
AND IS NOT TO BE USED AS A  
SURVEY OR TO TRANSFER ANY  
PROPERTY SHOWN HEREON.



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

Annexation Petition #725  
Bruce L. Thomas (7700 Humie Olive Road)

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 February 22, 2022.

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](http://www.apexnc.org), Public Notice, at least ten (10) days prior to the date of said public hearing.

This the 8<sup>th</sup> day of February 2022.

---

Jacques K. Gilbert, Mayor

ATTEST:

---

Jontesca Silver, CMC, NCCMC, Deputy Town Clerk

SMITH & SMITH SURVEYORS, P.A.  
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# PETITION FOR VOLUNTARY ANNEXATION

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

Application #: \_\_\_\_\_  
 Fee Paid \$ 200.00

Submittal Date: \_\_\_\_\_  
 Check # 1236

## 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

BRUCE L. THOMAS  
 Owner Name (Please Print)  
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0721-70-7209  
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 E-mail Address

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## SURVEYOR INFORMATION

Surveyor: SMITH & SMITH SURVEYORS, P.A.  
 Phone: 919 362-7111 Fax: n/a  
 E-mail Address: staley@smithandsmithsurveyors.net

## ANNEXATION SUMMARY CHART

Property Information		Reason(s) for annexation (select all that apply)	
Total Acreage to be annexed:	<u>1.13 ±</u>	Need water service due to well failure	<input type="checkbox"/>
Population of acreage to be annexed:	<u>2</u>	Need sewer service due to septic system failure	<input type="checkbox"/>
Existing # of housing units:	<u>1</u>	Water service (new construction)	<input type="checkbox"/>
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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.)

Bruce L. Thomas

Please Print

Bruce L. Thomas

Signature

Please Print

Signature

Please Print

Signature

Please Print

Signature

STATE OF NORTH CAROLINA

COUNTY OF WAKE Mecklenburg

Sworn and subscribed before me, Bruce L Thomas, a Notary Public for the above State and County, this the 13th day of December, 2021.

Alycia C. Moore

Notary Public

My Commission Expires: 4/16/2025



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: \_\_\_\_\_

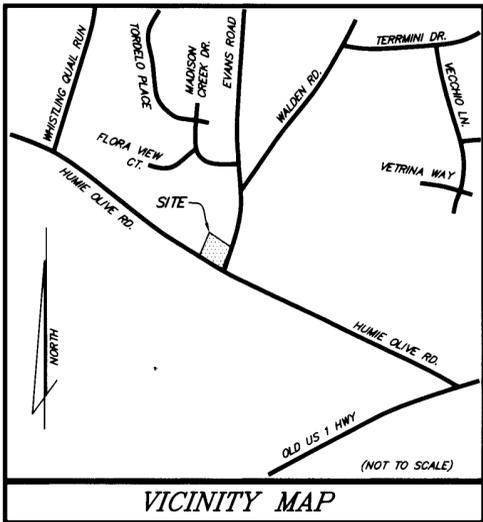
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I, STALEY C. SMITH, certify that this plat was drawn under my supervision from an actual survey made under my supervision from deed description recorded in Deed Book N/A, Page N/A, that the boundaries not surveyed are clearly indicated as drawn from information found in Book 17286, Page 1839 that the ratio of precision as calculated is: 1: N/A;  
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*Staley C. Smith*  
 Professional Land Surveyor  
 L-3766  
 License Number

REFERENCE: DEED BOOK 17286, PAGE 1839

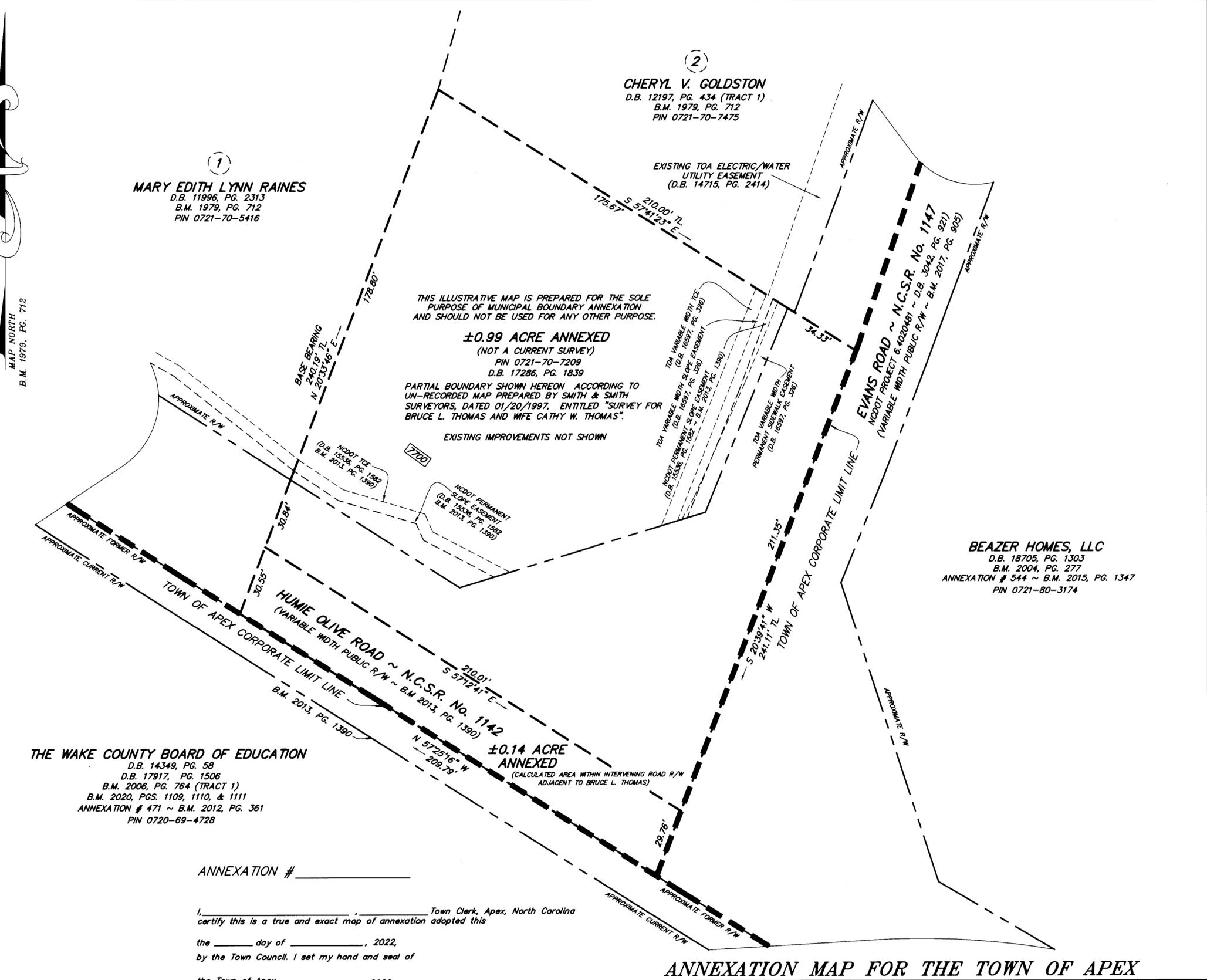
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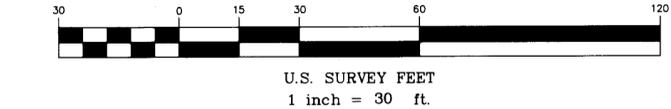
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 B.M. 2020, PGS. 1109, 1110, & 1111  
 ANNEXATION # 471 ~ B.M. 2012, PG. 361  
 PIN 0720-69-4728

**±1.13 ACRES TOTAL ANNEXED**  
 (NOT A CURRENT SURVEY)



ANNEXATION # \_\_\_\_\_  
 I, \_\_\_\_\_, Town Clerk, Apex, North Carolina  
 certify this is a true and exact map of annexation adopted this  
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 by the Town Council. I set my hand and seal of  
 the Town of Apex, \_\_\_\_\_, 2022.

**ANNEXATION MAP FOR THE TOWN OF APEX**

PROPERTY OF  
**BRUCE L. THOMAS**  
 BUCKHORN TOWNSHIP, WAKE COUNTY, NORTH CAROLINA

**LISTED OWNER**  
 (NOT A TITLE VERIFICATION)  
 BRUCE L. THOMAS  
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 P.I.N. 0721-70-7209

**Smith and Smith, Surveyors, P.A.**  
 P.O. BOX 457  
 APEX, N.C. 27502  
 (919) 362-7111  
 FIRM LICENSE No. C-0155

DATE NOVEMBER 29, 2021  
 SCALE 1" = 30'  
 DRAWN BY J.A.B.  
 PROJECT NO. 2021-97

Whistling Quail

Madison

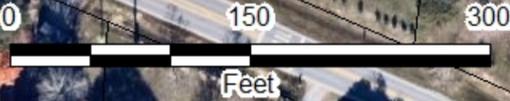
Annexation #725

Evans Rd

Apex Friendship Middle School

Humie Olive Rd

Friendship Acres





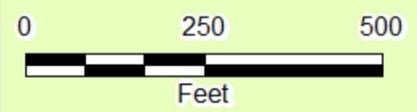
**Annexation #725**

**Apex  
Corporate  
Limits**

**Apex  
ETJ**

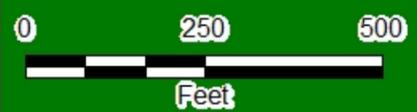
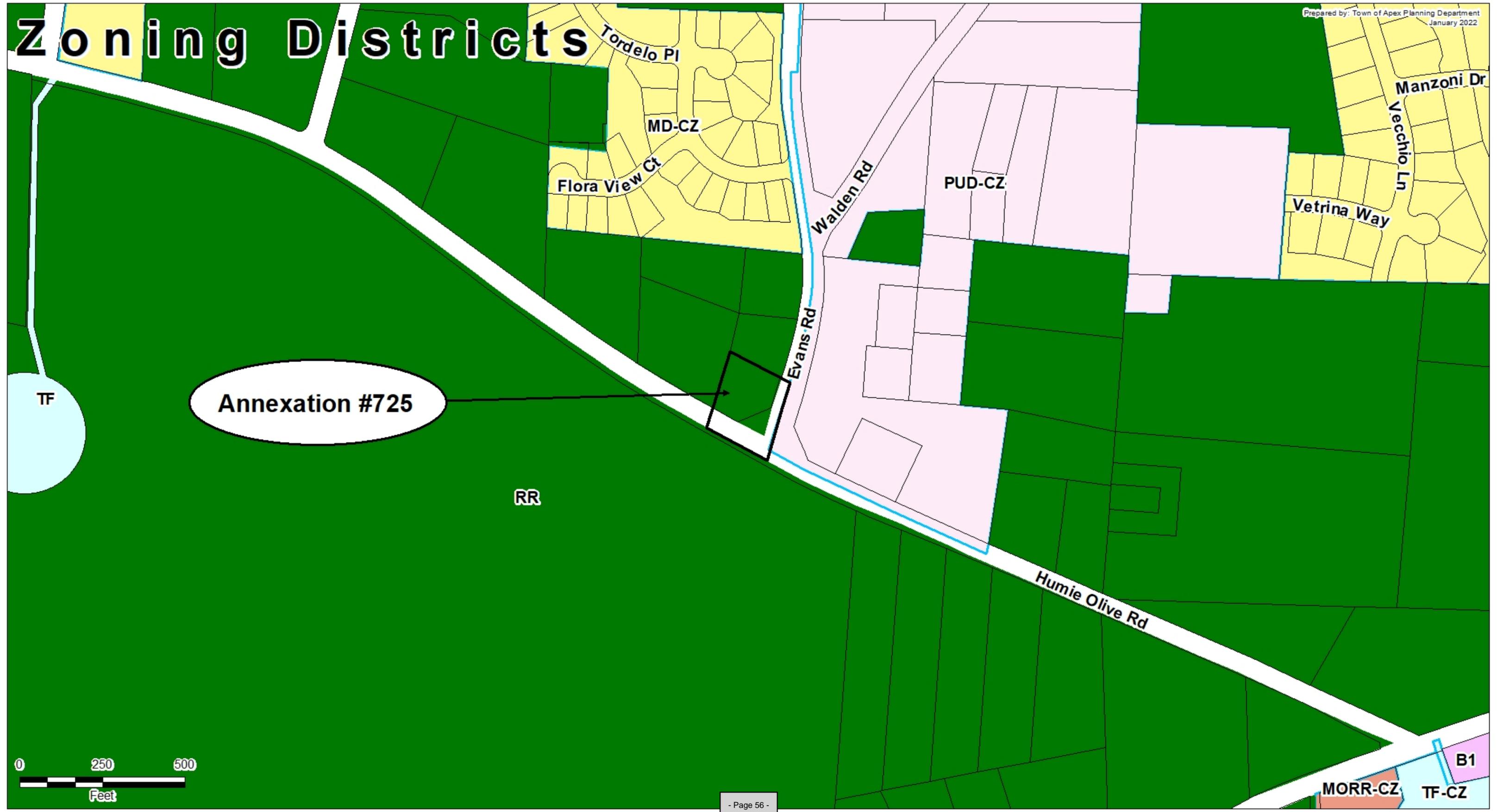
**Apex  
Corporate  
Limits**

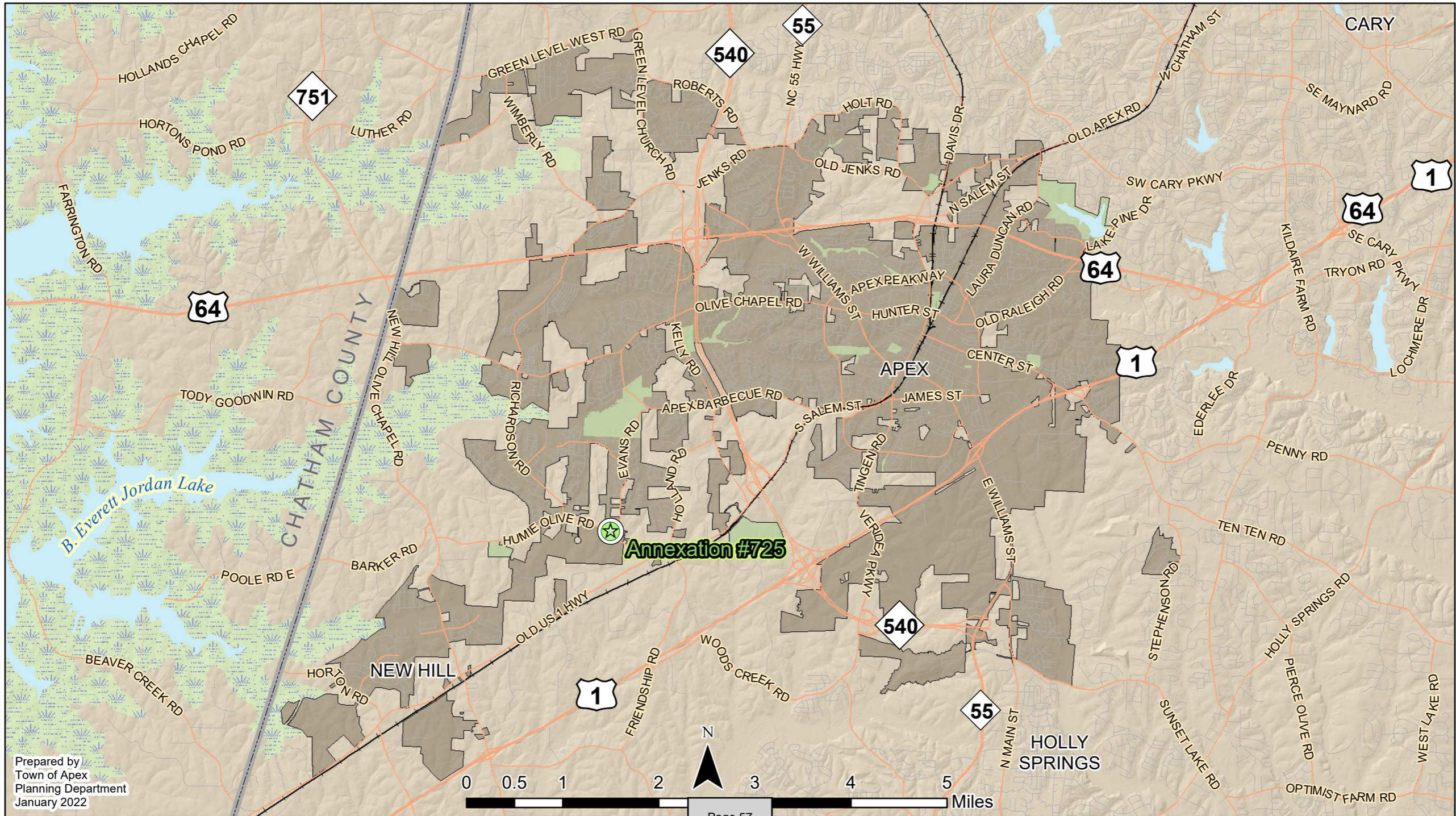
**Apex  
ETJ**



# Zoning Districts

Prepared by: Town of Apex Planning Department  
January 2022





Prepared by  
 Town of Apex  
 Planning Department  
 January 2022

# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: February 8, 2022

## Item Details

Presenter(s): Shelly Mayo, Planner II

Department(s): Planning and Community Development

### Requested Motion

Motion to adopt a Resolution Directing the Town Clerk to Investigate Petition Received, to accept the Certificate of Sufficiency by the Town Clerk and to adopt a Resolution Setting Date of Public Hearing for February 22, 2022 on the Question of Annexation - Apex Town Council's intent to annex Stanley Martin Homes, LLC (Williams Grove) property containing 63.224 acres located at 4525 Green Level West Road, Annexation #724 into the Town's corporate limits.

### Approval Recommended?

Yes, by the Planning and Community Development Department.

### Item Details

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

## Attachments

- Resolution Directing the Town Clerk to Investigate Petition
- Certificate of Sufficiency by the Town Clerk
- Resolution Setting Date of Public Hearing
- Annexation Petition
- Legal Description
- Vicinity Map





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

Annexation Petition #724  
Stanley Martin Homes, LLC (Williams Grove)

WHEREAS, G.S. § 160-A 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 her investigation.

This the 8th day of February 2022.

---

Jacques K. Gilbert  
Mayor

ATTEST:

---

Jontesca Silver, CMC, NCCMC  
Deputy Town Clerk



CERTIFICATE OF SUFFICIENCY BY THE TOWN CLERK

Annexation Petition #724  
Stanley Martin Homes, LLC (Williams Grove)

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

I, Jontesca Silver, Deputy 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 8th day of February 2022.

---

Jontesca Silver, CMC, NCCMC  
Deputy Town Clerk

(Seal)

# PETITION FOR VOLUNTARY ANNEXATION

## Town of Apex, North Carolina



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

**ANNEXATION FEE:** \$200.00

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

### HARD COPY SUBMITTAL REQUIREMENTS:

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

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

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

### REVIEW AND APPROVAL PROCESS:

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

### FOR WELL AND/OR SEPTIC FAILURES:

If the purpose of the petition is to connect to public water and/or sewer, contact Water Resources Director Michael Deaton at 919-249-3413 or [michael.deaton@apexnc.org](mailto:michael.deaton@apexnc.org) to confirm that public water and/or sewer is available to the property. In order to receive public water and/or sewer services from the Town of Apex, refer to the checklist of items below to assist with obtaining one or both of these services:

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

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

# PETITION FOR VOLUNTARY ANNEXATION

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

Application #:	<u>Annexation #724 (2021-00000017)</u>	Submittal Date:	<u>12/1/2021</u>
Fee Paid	<u>\$ 200.00</u>	Check #	<u>VV752</u>

## TO THE TOWN COUNCIL APEX, NORTH CAROLINA

- 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.
- 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.
- 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

<u>Stanley Martin Homes, LLC</u>	<u>0713943738</u>
Owner Name (Please Print)	Property PIN or Deed Book & Page #
<u>919.724.0624</u>	<u>KetchemBK@stanleymartin.com</u>
Phone	E-mail Address
<u> </u>	<u> </u>
Owner Name (Please Print)	Property PIN or Deed Book & Page #
<u> </u>	<u> </u>
Phone	E-mail Address
<u> </u>	<u> </u>
Owner Name (Please Print)	Property PIN or Deed Book & Page #
<u> </u>	<u> </u>
Phone	E-mail Address
<u> </u>	<u> </u>

## SURVEYOR INFORMATION

Surveyor: McAdams

Phone: 919-361-5000 Fax:  

E-mail Address: mersinger@mcadamsco.com

## ANNEXATION SUMMARY CHART

Property Information		Reason(s) for annexation (select all that apply)	
Total Acreage to be annexed:	<u>63.224</u>	Need water service due to well failure	<input type="checkbox"/>
Population of acreage to be annexed:	<u>n/a</u>	Need sewer service due to septic system failure	<input type="checkbox"/>
Existing # of housing units:	<u>0</u>	Water service (new construction)	<input checked="" type="checkbox"/>
Proposed # of housing units:	<u>156</u>	Sewer service (new construction)	<input checked="" type="checkbox"/>
Zoning District*:	<u>PUD-CZ</u>	Receive Town Services	<input checked="" type="checkbox"/>

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

PETITION FOR VOLUNTARY ANNEXATION

Application #: \_\_\_\_\_

Submittal Date: \_\_\_\_\_

COMPLETE IF IN A LIMITED LIABILITY COMPANY

In witness whereof, STANLEY MARTIN a limited liability company, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this the 1 day of December, 2021.

Name of Limited Liability Company Stanley Martin Homes, LLC

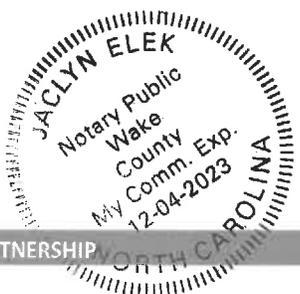
By: [Signature]  
Signature of Member/Manager

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

Sworn and subscribed before me, ~~Jaclyn~~ Jaclyn Elek, a Notary Public for the above State and County, this the 1 day of December, 2021.

[Signature]  
Notary Public

SEAL



My Commission Expires: 12/4/2023

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

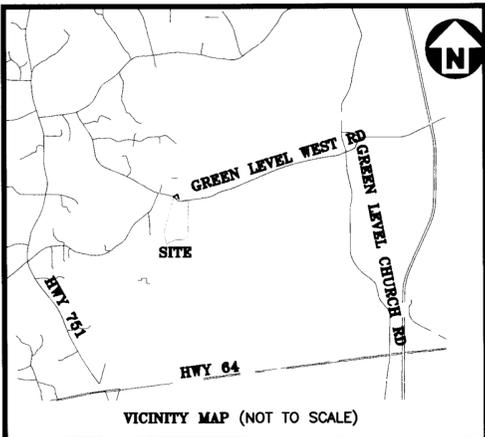
Sworn and subscribed before me, \_\_\_\_\_, a Notary Public for the above State and County, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

SEAL

My Commission Expires: \_\_\_\_\_

BEGINNING AT A POINT IN THE PROPOSED CENTERLINE OF GREEN LEVEL WEST ROAD (60-FOOT PUBLIC RIGHT OF WAY); SAID POINT HAVING N.C. GRID COORDINATES OF NORTHING: 735,868.676; EASTING: 2,018,902.457; THENCE WITH SAID PROPOSED CENTERLINE SOUTH 60°51'28" EAST 204.54 FEET TO A POINT; THENCE WITH A CURVE TO THE LEFT WITH AN ARC LENGTH OF 621.73 FEET, WITH A RADIUS OF 926.00 FEET, WITH A CHORD BEARING OF SOUTH 80°05'33" EAST, WITH A CHORD LENGTH OF 610.12 FEET TO A POINT; THENCE NORTH 80°40'22" EAST 81.96 FEET TO A POINT; THENCE LEAVING SAID CENTERLINE SOUTH 01°31'03" WEST 30.02 FEET TO AN IRON PIPE SET; THENCE ALONG A COMMON LINE WITH FREEMAN R. JOHNSON SOUTH 01°32'22" WEST 672.98 FEET TO AN IRON PIPE; THENCE ALONG A COMMON LINE WITH THE LAKE CASTLEBERRY SUBDIVISION SOUTH 01°31'22" WEST 1361.14 FEET TO AN IRON PIPE SET; THENCE ALONG A COMMON LINE WITH THE LAKE CASTLEBERRY OWNERS ASSOCIATION SOUTH 56°33'17" WEST 368.90 FEET TO AN IRON PIPE SET; THENCE SOUTH 88°32'13" WEST 421.25 FEET TO AN IRON PIPE SET; THENCE SOUTH 66°10'21" WEST 554.69 FEET TO AN IRON PIPE; THENCE ALONG A COMMON LINE WITH HEATH PHILLIP CUMMINGS AND BILLY L. SEARS NORTH 10°48'22" WEST 715.81 FEET TO AN IRON PIPE SET; THENCE ALONG A COMMON LINE WITH ELIZA C WILLIAMS NORTH 15°51'13" EAST 2068.42 FEET TO THE POINT AND PLACE OF BEGINNING CONTAINING 63.224 ACRES, 2,754,026 SQUARE FEET.



**GENERAL NOTES**

1. THIS IS AN ANNEXATION SURVEY
2. BEARINGS FOR THIS SURVEY ARE BASED ON NAD 83(2011).
3. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES.
4. ZONING: R-40; PUD-CZ
5. AREA BY COORDINATE GEOMETRY.
6. FLOOD NOTE: THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD ZONE. IT IS LOCATED IN ZONE "X" AS DEFINED BY F.E.M.A. F.I.R.M COMMUNITY PANEL #3720071300K DATED FEB 2, 2007.

**SURVEYOR'S CERTIFICATE**

I, RONALD T. FREDERICK, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 18792, PAGE 93); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK \_\_\_\_\_ PAGE \_\_\_\_\_; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY AS CALCULATED IS 1:97,460±; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 24TH DAY OF JANUARY, A.D., 2022.

**TYPE OF PLAT**

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

*Ronald T. Frederick*  
 RONALD T. FREDERICK, PROFESSIONAL LAND SURVEYOR L-4720



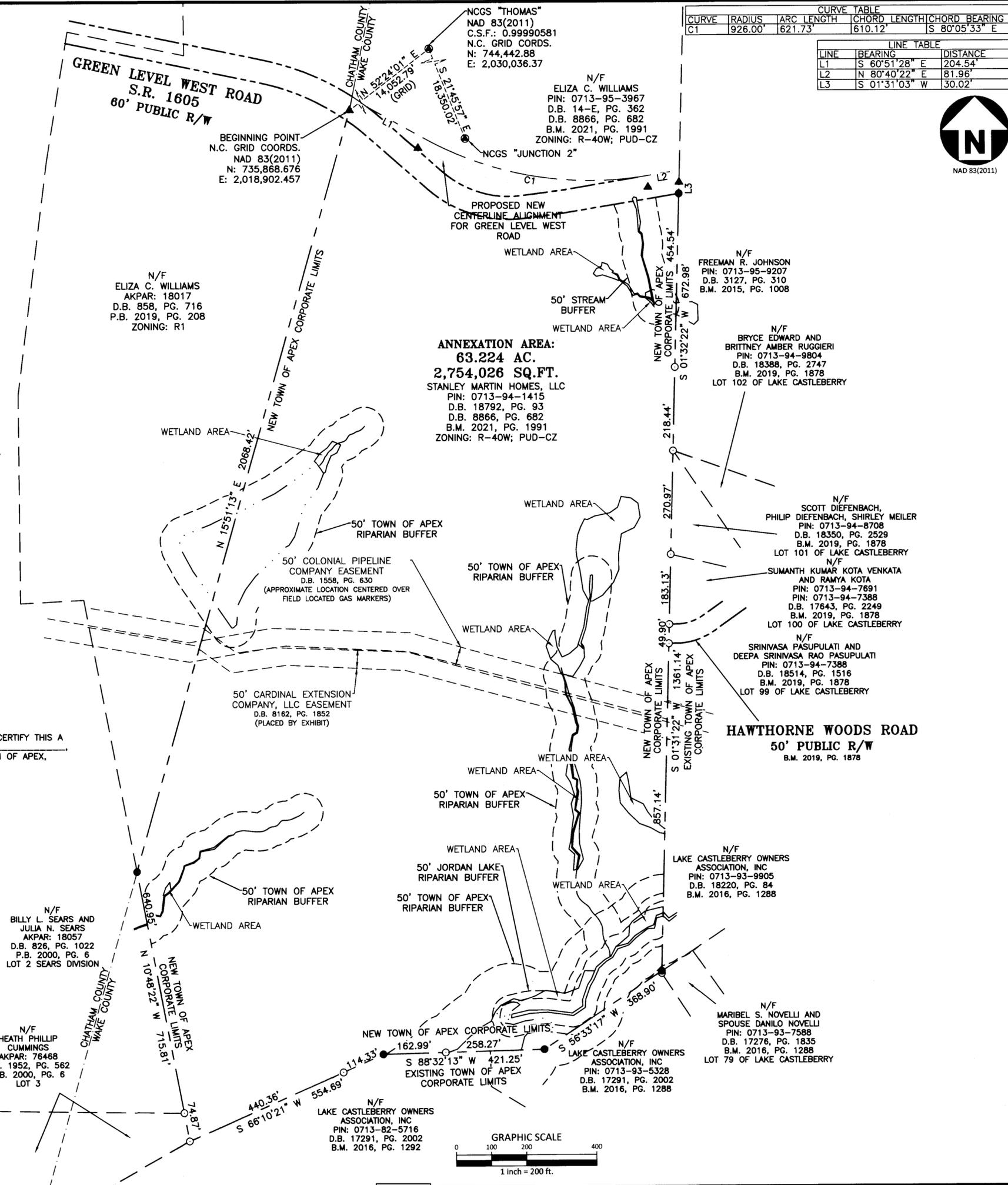
ANNEXATION # \_\_\_\_\_ TOWN CLERK, APEX, NORTH CAROLINA CERTIFY THIS A TRUE AND EXACT MAP OF ANNEXATION ADOPTED THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_, BY THE TOWN COUNCIL. I SET MY HAND AND SEAL OF THE TOWN OF APEX,

DAY/MONTH/YEAR

\_\_\_\_\_ TOWN CLERK

**LEGEND (UNLESS OTHERWISE NOTED)**

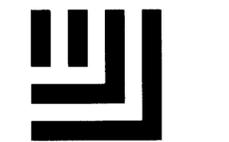
- ▲ CALCULATED POINT
- EXISTING IRON PIPE
- IRON PIPE SET
- ADJOINER
- - - ANNEXATION LINE
- BOUNDARY
- BUFFER
- COUNTY LINE
- RIGHT OF WAY



CURVE TABLE			
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH   CHORD BEARING
C1	926.00'	621.73'	610.12'   S 80°05'33" E

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 60°51'28" E	204.54'
L2	N 80°40'22" E	81.96'
L3	S 01°31'03" W	30.02'



**McADAMS**

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

phone 919. 361. 5000  
 fax 919. 361. 2269  
 license number: C-0293, C-187

www.mcadamsco.com

**CLIENT**

STANLEY MARTIN HOMES

**WILLIAMS GROVE  
 SATELLITE ANNEXATION PLAT  
 FOR THE TOWN OF APEX  
 WHITE OAK TOWNSHIP, WAKE COUNTY, NC**

**REVISIONS**

NO. DATE

**PLAN INFORMATION**

PROJECT NO. 2020110181  
 FILENAME 2020110181-A1  
 CHECKED BY RTF  
 DRAWN BY TAM  
 SCALE 1"=200'  
 DATE 11-22-2021

**SHEET**

**SHEET TITLE**

**1-1**



[Home](#)

# Wake County Real Estate Data Account Summary

[iMaps](#)  
[Tax Bills](#)

Real Estate ID **0077518**

PIN # **0713941415**

Location Address  
**4525 GREEN LEVEL  
WEST RD**

Property Description  
**LO1 WILLIAMS PROP EXEMPT SUB BM2021-01991**

Account  
Search



[Pin/Parcel History](#) [Search Results](#) [New Search](#)

[Account](#) | [Buildings](#) | [Land](#) | [Deeds](#) | [Notes](#) | [Sales](#) | [Photos](#) | [Tax Bill](#) | [Map](#)

<b>Property Owner</b> <b>STANLEY MARTIN HOMES LLC</b> (Use the Deeds link to view any additional owners)		<b>Owner's Mailing Address</b> <b>4020 WESTCHASE BLVD</b> <b>BLDG ONE STE 470</b> <b>RALEIGH NC 27607</b>		<b>Property Location Address</b> <b>4525 GREEN LEVEL WEST RD</b> <b>APEX NC 27523-7516</b>	
<b>Administrative Data</b> Old Map # <b>566--</b> Map/Scale <b>0713 04</b> VCS <b>20AP900</b> City Fire District <b>23</b> Township <b>WHITE OAK</b> Land Class <b>VACANT</b> ETJ <b>AP</b> Spec Dist(s) Zoning <b>RR</b> History ID 1 History ID 2 Acreage <b>63.85</b> Permit Date Permit #		<b>Transfer Information</b> Deed Date <b>11/10/2021</b> Book & Page <b>18792 0093</b> Revenue Stamps Pkg Sale Date <b>11/10/2021</b> Pkg Sale Price <b>\$15,600,000</b> Land Sale Date Land Sale Price <b>Improvement Summary</b> Total Units <b>0</b> Recycle Units <b>0</b> Apt/SC Sqft Heated Area		<b>Assessed Value</b> Land Value Assessed <b>\$4,215,775</b> Bldg. Value Assessed <b>\$28,980</b> Tax Relief Land Use Value Use Value Deferment Historic Deferment Total Deferred Value Use/Hist/Tax Relief Assessed Total Value Assessed* <b>\$4,244,755</b>	

\*Wake County assessed building and land values reflect the market value as of January 1, 2020, which is the date of the last county-wide revaluation. Any inflation, deflation or other economic changes occurring after this date does not affect the assessed value of the property and cannot be lawfully considered when reviewing the value for adjustment.

The January 1, 2020 values will remain in effect until the next county-wide revaluation. Until that time, any real estate accounts created or new construction built is assessed according to the 2020 Schedule of Values.

For questions regarding the information displayed on this site, please contact the Department of Tax Administration at [Taxhelp@wakegov.com](mailto:Taxhelp@wakegov.com) or call 919-856-5400.



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

Annexation Petition #724  
Stanley Martin Homes, LLC (Williams Grove)

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 six o'clock p.m. on the 22<sup>nd</sup> day of February 2022.

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](http://www.apexnc.org), Public Notice, at least ten (10) days prior to the date of said public hearing.

This the 8th day of February 2022.

---

Jacques K. Gilbert, Mayor

ATTEST:

---

Jontesca Silver, CMC, NCCMC, Deputy Town Clerk

BEGINNING AT A POINT IN THE PROPOSED CENTERLINE OF GREEN LEVEL WEST ROAD (60-FOOT PUBLIC RIGHT OF WAY); SAID POINT HAVING N.C. GRID COORDINATES OF NORTHING: 735,868.676; EASTING: 2,018,902.457; THENCE WITH SAID PROPOSED CENTERLINE SOUTH 60°51'28" EAST 204.54 FEET TO A POINT; THENCE WITH A CURVE TO THE LEFT WITH AN ARC LENGTH OF 621.73 FEET, WITH A RADIUS OF 926.00 FEET, WITH A CHORD BEARING OF SOUTH 80°05'33" EAST, WITH A CHORD LENGTH OF 610.12 FEET TO A POINT; THENCE NORTH 80°40'22" EAST 81.96 FEET TO A POINT; THENCE LEAVING SAID CENTERLINE SOUTH 01°31'03" WEST 30.02 FEET TO AN IRON PIPE SET; THENCE ALONG A COMMON LINE WITH FREEMAN R. JOHNSON SOUTH 01°32'22" WEST 672.98 FEET TO AN IRON PIPE; THENCE ALONG A COMMON LINE WITH THE LAKE CASTLEBERRY SUBDIVISION SOUTH 01°31'22" WEST 1361.14 FEET TO AN IRON PIPE SET; THENCE ALONG A COMMON LINE WITH THE LAKE CASTLEBERRY OWNERS ASSOCIATION SOUTH 56°33'17" WEST 368.90 FEET TO AN IRON PIPE SET; THENCE SOUTH 88°32'13" WEST 421.25 FEET TO AN IRON PIPE SET; THENCE SOUTH 66°10'21" WEST 554.69 FEET TO AN IRON PIPE; THENCE ALONG A COMMON LINE WITH HEATH PHILLIP CUMMINGS AND BILLY L. SEARS NORTH 10°48'22" WEST 715.81 FEET TO AN IRON PIPE SET; THENCE ALONG A COMMON LINE WITH ELIZA C WILLIAMS NORTH 15°51'13" EAST 2068.42 FEET TO THE POINT AND PLACE OF BEGINNING CONTAINING 63.224 ACRES, 2,754,026 SQUARE FEET.

BEGINNING AT A POINT IN THE PROPOSED CENTERLINE OF GREEN LEVEL WEST ROAD (60-  
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TO THE POINT AND PLACE OF BEGINNING CONTAINING 63.224 ACRES, 2,754,026 SQUARE  
FEET.

# PETITION FOR VOLUNTARY ANNEXATION

## Town of Apex, North Carolina



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

**ANNEXATION FEE:** \$200.00

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

### HARD COPY SUBMITTAL REQUIREMENTS:

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

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

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

### REVIEW AND APPROVAL PROCESS:

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

### FOR WELL AND/OR SEPTIC FAILURES:

If the purpose of the petition is to connect to public water and/or sewer, contact Water Resources Director Michael Deaton at 919-249-3413 or [michael.deaton@apexnc.org](mailto:michael.deaton@apexnc.org) to confirm that public water and/or sewer is available to the property. In order to receive public water and/or sewer services from the Town of Apex, refer to the checklist of items below to assist with obtaining one or both of these services:

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

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



PETITION FOR VOLUNTARY ANNEXATION

Application #: \_\_\_\_\_

Submittal Date: \_\_\_\_\_

COMPLETE IF IN A LIMITED LIABILITY COMPANY

In witness whereof, STANLEY MARTIN a limited liability company, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this the 1 day of December, 2021.

Name of Limited Liability Company Stanley Martin Homes, LLC

By: [Signature]  
Signature of Member/Manager

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

Sworn and subscribed before me, ~~Jaclyn~~ Jaclyn Elek, a Notary Public for the above State and County, this the 1 day of December, 2021.

[Signature]  
Notary Public



SEAL

My Commission Expires: 12/4/2023

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

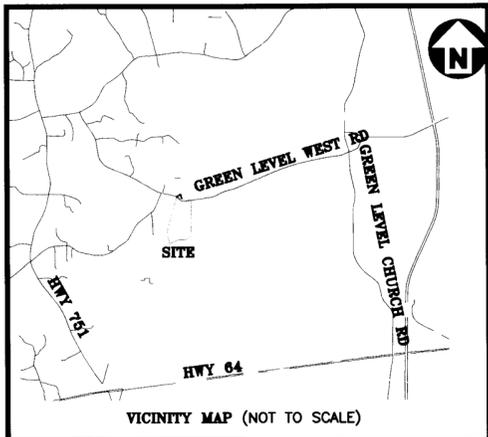
Sworn and subscribed before me, \_\_\_\_\_, a Notary Public for the above State and County, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

SEAL

My Commission Expires: \_\_\_\_\_

BEGINNING AT A POINT IN THE PROPOSED CENTERLINE OF GREEN LEVEL WEST ROAD (60-FOOT PUBLIC RIGHT OF WAY); SAID POINT HAVING N.C. GRID COORDINATES OF NORTHING: 735,868.676; EASTING: 2,018,902.457; THENCE WITH SAID PROPOSED CENTERLINE SOUTH 60°51'28" EAST 204.54 FEET TO A POINT; THENCE WITH A CURVE TO THE LEFT WITH AN ARC LENGTH OF 621.73 FEET, WITH A RADIUS OF 926.00 FEET, WITH A CHORD BEARING OF SOUTH 80°05'33" EAST, WITH A CHORD LENGTH OF 610.12 FEET TO A POINT; THENCE NORTH 80°40'22" EAST 81.96 FEET TO A POINT; THENCE LEAVING SAID CENTERLINE SOUTH 01°31'03" WEST 30.02 FEET TO AN IRON PIPE SET; THENCE ALONG A COMMON LINE WITH FREEMAN R. JOHNSON SOUTH 01°32'22" WEST 672.98 FEET TO AN IRON PIPE; THENCE ALONG A COMMON LINE WITH THE LAKE CASTLEBERRY SUBDIVISION SOUTH 01°31'22" WEST 1361.14 FEET TO AN IRON PIPE SET; THENCE ALONG A COMMON LINE WITH THE LAKE CASTLEBERRY OWNERS ASSOCIATION SOUTH 56°33'17" WEST 368.90 FEET TO AN IRON PIPE SET; THENCE SOUTH 88°32'13" WEST 421.25 FEET TO AN IRON PIPE SET; THENCE SOUTH 66°10'21" WEST 554.69 FEET TO AN IRON PIPE; THENCE ALONG A COMMON LINE WITH HEATH PHILLIP CUMMINGS AND BILLY L. SEARS NORTH 10°48'22" WEST 715.81 FEET TO AN IRON PIPE SET; THENCE ALONG A COMMON LINE WITH ELIZA C WILLIAMS NORTH 15°51'13" EAST 2068.42 FEET TO THE POINT AND PLACE OF BEGINNING CONTAINING 63.224 ACRES, 2,754,026 SQUARE FEET.



**GENERAL NOTES**

1. THIS IS AN ANNEXATION SURVEY
2. BEARINGS FOR THIS SURVEY ARE BASED ON NAD 83(2011).
3. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES.
4. ZONING: R-40; PUD-CZ
5. AREA BY COORDINATE GEOMETRY.
6. FLOOD NOTE: THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD ZONE. IT IS LOCATED IN ZONE "X" AS DEFINED BY F.E.M.A. F.I.R.M COMMUNITY PANEL #3720071300K DATED FEB 2, 2007.

**SURVEYOR'S CERTIFICATE**

I, RONALD T. FREDERICK, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 18792, PAGE 93); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK \_\_\_\_\_ PAGE \_\_\_\_\_; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY AS CALCULATED IS 1:97,460±; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 24TH DAY OF JANUARY, A.D., 2022.

**TYPE OF PLAT**

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

*Ronald T. Frederick*  
 RONALD T. FREDERICK, PROFESSIONAL LAND SURVEYOR L-4720



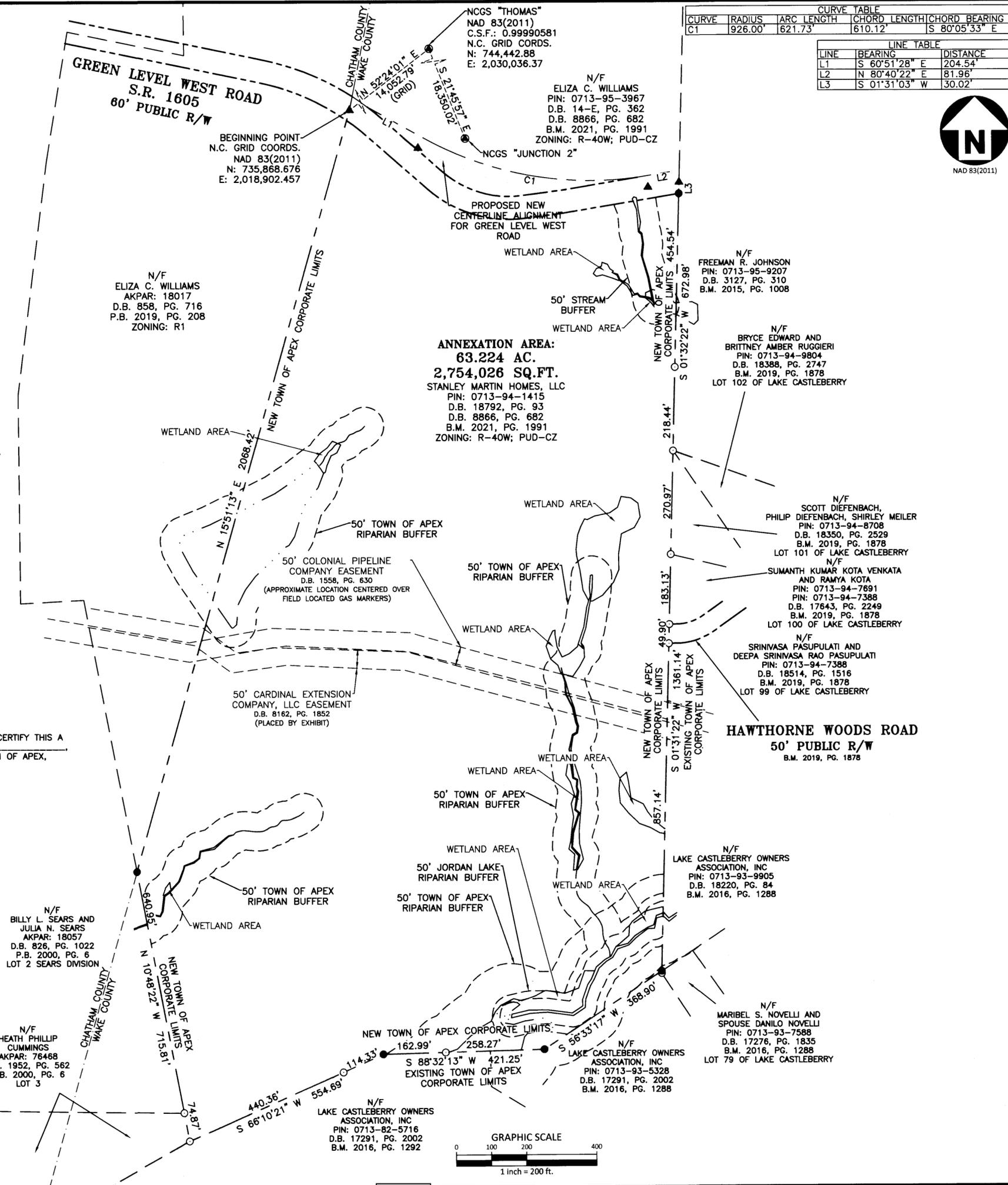
ANNEXATION # \_\_\_\_\_ TOWN CLERK, APEX, NORTH CAROLINA CERTIFY THIS A TRUE AND EXACT MAP OF ANNEXATION ADOPTED THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_, BY THE TOWN COUNCIL. I SET MY HAND AND SEAL OF THE TOWN OF APEX,

DAY/MONTH/YEAR

\_\_\_\_\_ TOWN CLERK

**LEGEND (UNLESS OTHERWISE NOTED)**

- ▲ CALCULATED POINT
- EXISTING IRON PIPE
- IRON PIPE SET
- ADJOINER
- - - ANNEXATION LINE
- BOUNDARY
- BUFFER
- COUNTY LINE
- RIGHT OF WAY



CURVE TABLE			
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH   CHORD BEARING
C1	926.00'	621.73'	610.12'   S 80°05'33" E

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 60°51'28" E	204.54'
L2	N 80°40'22" E	81.96'
L3	S 01°31'03" W	30.02'



**ANNEXATION AREA:**  
 63.224 AC.  
 2,754,026 SQ.FT.  
 STANLEY MARTIN HOMES, LLC  
 PIN: 0713-94-1415  
 D.B. 18792, PG. 93  
 D.B. 8866, PG. 682  
 B.M. 2021, PG. 1991  
 ZONING: R-40W; PUD-CZ

N/F  
 FREEMAN R. JOHNSON  
 PIN: 0713-95-9207  
 D.B. 3127, PG. 310  
 B.M. 2015, PG. 1008

N/F  
 BRYCE EDWARD AND  
 BRITTNEY AMBER RUGGIERI  
 PIN: 0713-94-9804  
 D.B. 18388, PG. 2747  
 B.M. 2019, PG. 1878

N/F  
 SCOTT DIEFENBACH,  
 PHILIP DIEFENBACH, SHIRLEY MEILER  
 PIN: 0713-94-8708  
 D.B. 18350, PG. 2529  
 B.M. 2019, PG. 1878

N/F  
 SUMANTH KUMAR KOTA VENKATA  
 AND RAMYA KOTA  
 PIN: 0713-94-7891  
 PIN: 0713-94-7388  
 D.B. 17643, PG. 2249  
 B.M. 2019, PG. 1878

N/F  
 SRINIVASA PASUPULATI AND  
 DEEPA SRINIVASA RAO PASUPULATI  
 PIN: 0713-94-7388  
 D.B. 18514, PG. 1516  
 B.M. 2019, PG. 1878

**HAWTHORNE WOODS ROAD**  
 50' PUBLIC R/W  
 B.M. 2019, PG. 1878

N/F  
 LAKE CASTLEBERRY OWNERS  
 ASSOCIATION, INC  
 PIN: 0713-93-9905  
 D.B. 18220, PG. 84  
 B.M. 2016, PG. 1288

N/F  
 MARIBEL S. NOVELLI AND  
 SPOUSE DANILO NOVELLI  
 PIN: 0713-93-7588  
 D.B. 17276, PG. 1835  
 B.M. 2016, PG. 1288

N/F  
 LAKE CASTLEBERRY OWNERS  
 ASSOCIATION, INC  
 PIN: 0713-82-5716  
 D.B. 17291, PG. 2002  
 B.M. 2016, PG. 1292



**McADAMS**

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

phone 919. 361. 5000  
 fax 919. 361. 2269  
 license number: C-0293, C-187

www.mcadamsco.com

**CLIENT**

STANLEY MARTIN HOMES

**WILLIAMS GROVE**  
 SATELLITE ANNEXATION PLAT  
 FOR THE TOWN OF APEX  
 WHITE OAK TOWNSHIP, WAKE COUNTY, NC

**REVISIONS**

NO. DATE

**PLAN INFORMATION**

PROJECT NO. 2020110181  
 FILENAME 2020110181-A1  
 CHECKED BY RTF  
 DRAWN BY TAM  
 SCALE 1"=200'  
 DATE 11-22-2021

**SHEET**

**SHEET TITLE**

**1-1**

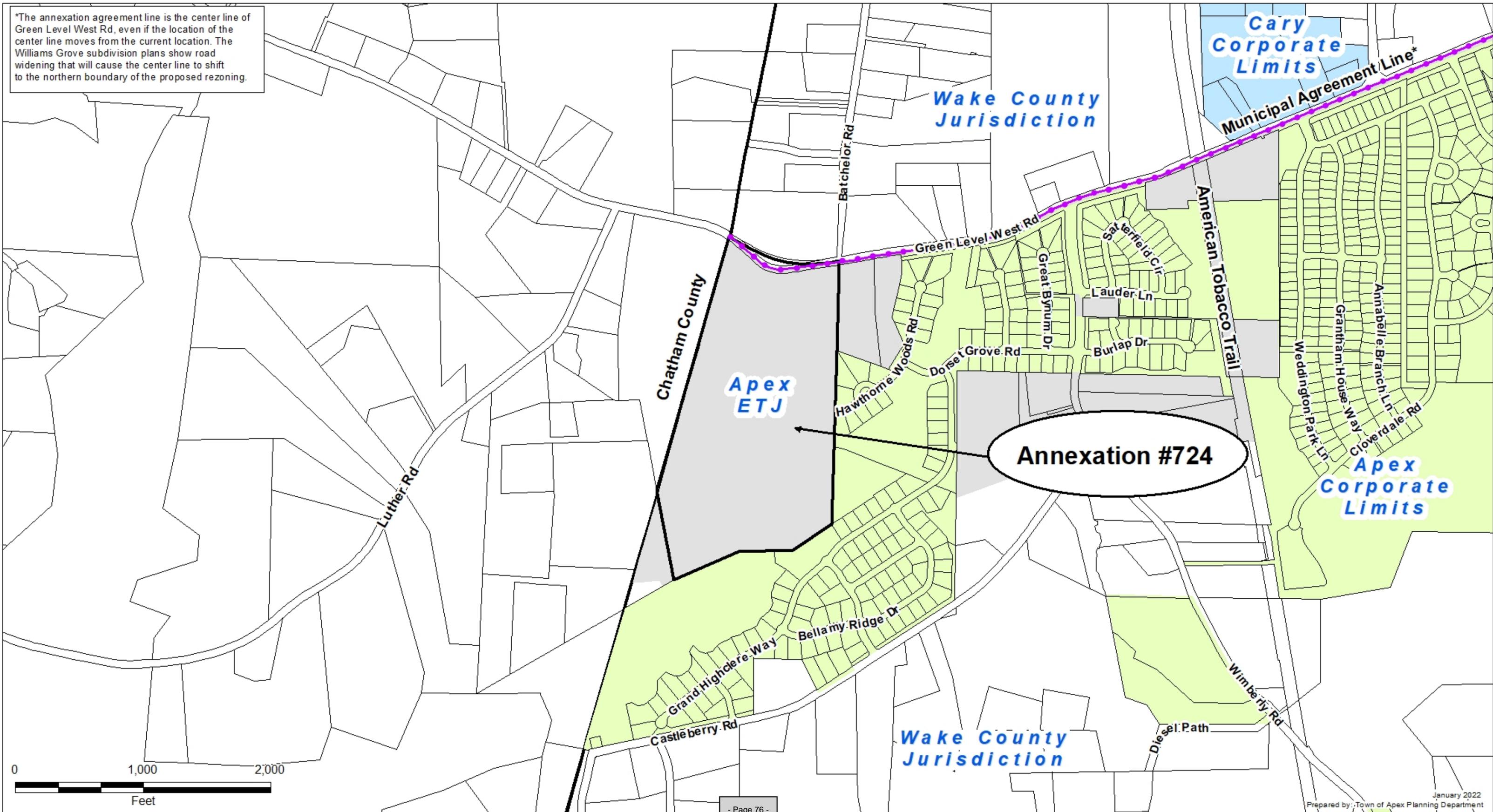
M:\Projects\SMH\2020110181\02-Geomatics\Survey\Plats\2020110181-A1.dwg, 1/24/2022 9:53:12 AM, Timothy Mersinger

**Annexation #724**



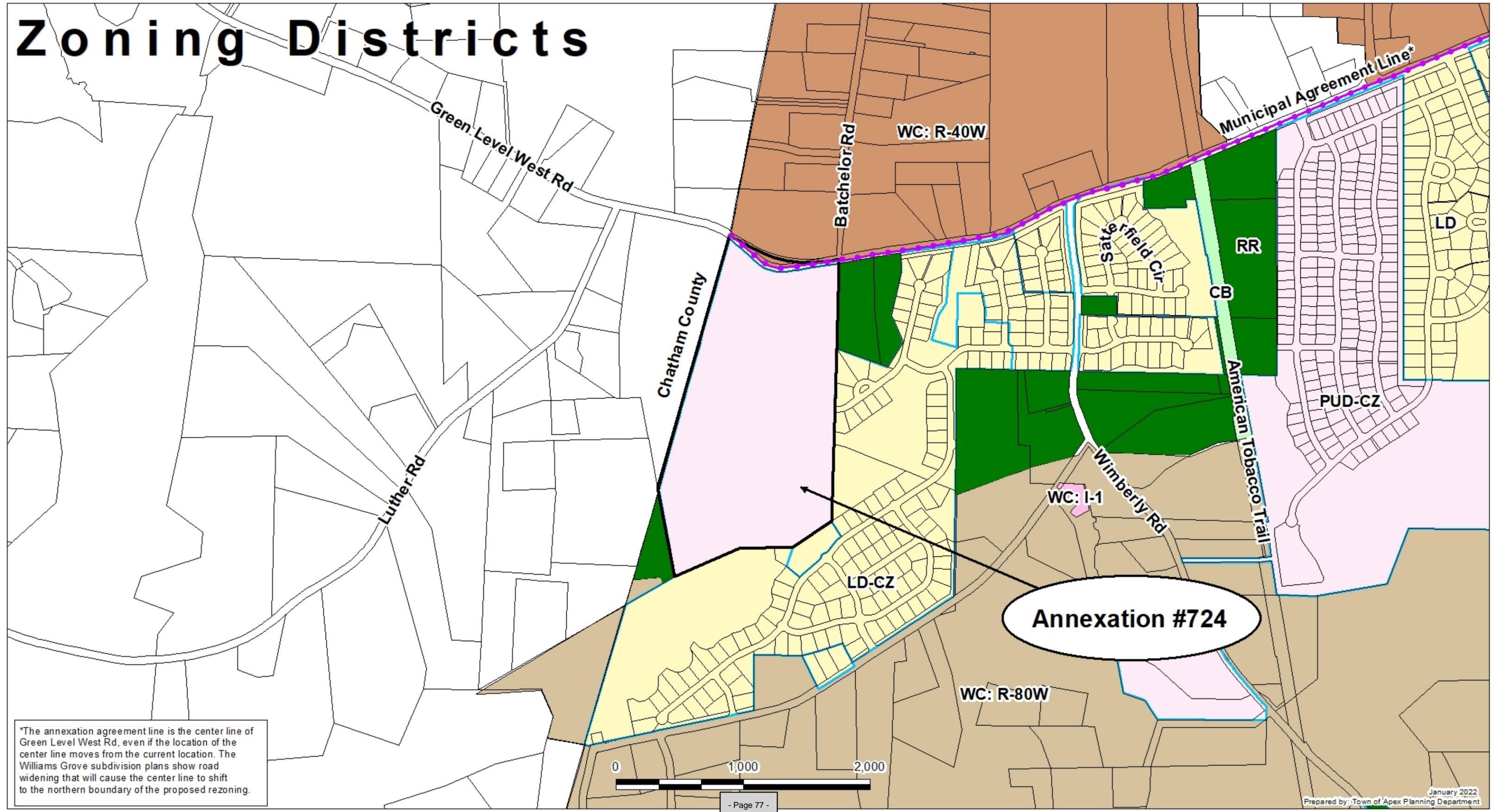
The annexation agreement line is the center line of Green Level West Rd, even if the location of the center line moves from the current location. The Williams Grove subdivision plans show road widening that will cause the center line to shift to the northern boundary of the proposed rezoning.

\*The annexation agreement line is the center line of Green Level West Rd, even if the location of the center line moves from the current location. The Williams Grove subdivision plans show road widening that will cause the center line to shift to the northern boundary of the proposed rezoning.

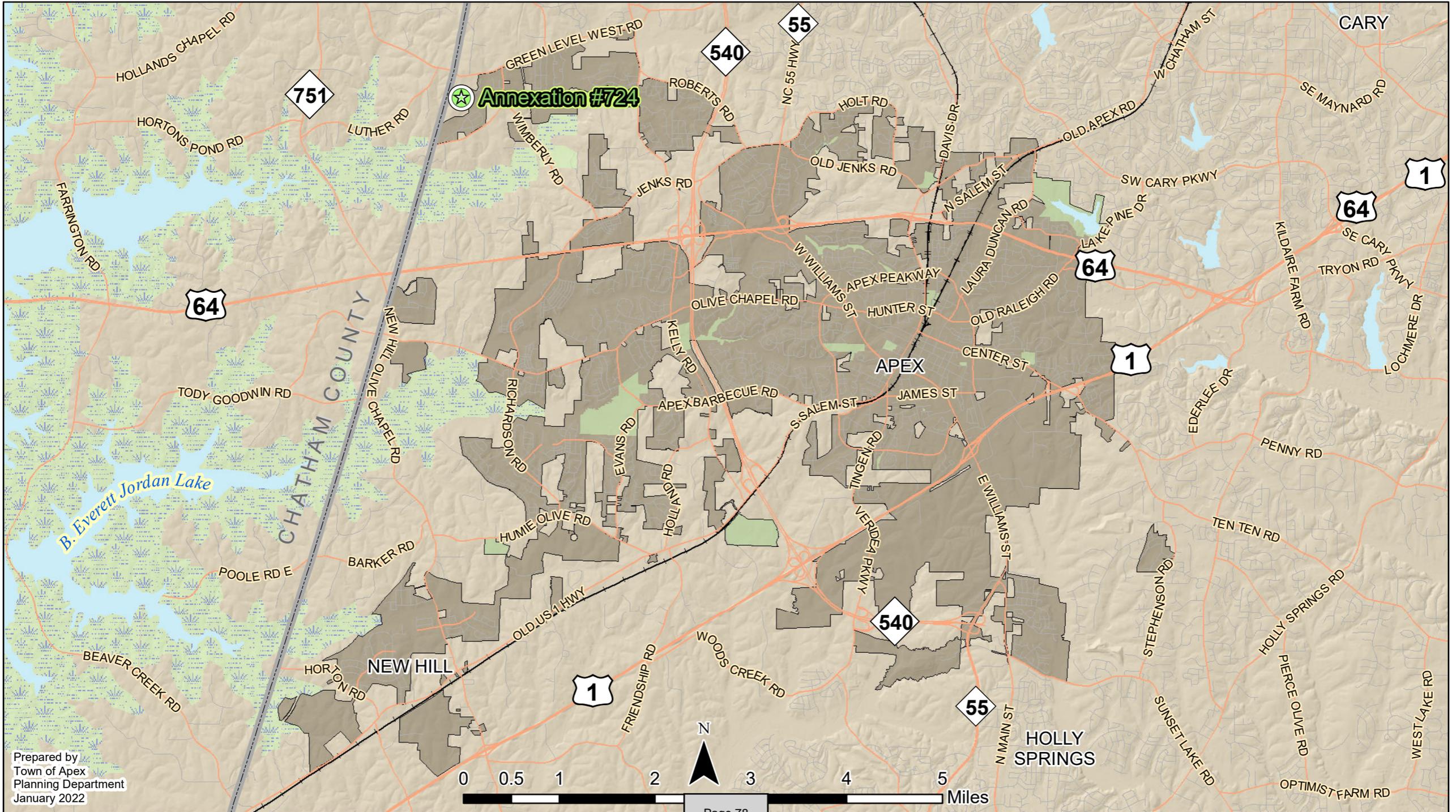


**Annexation #724**

# Zoning Districts



\*The annexation agreement line is the center line of Green Level West Rd, even if the location of the center line moves from the current location. The Williams Grove subdivision plans show road widening that will cause the center line to shift to the northern boundary of the proposed rezoning.



Prepared by  
 Town of Apex  
 Planning Department  
 January 2022

# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: February 8, 2022

## Item Details

Presenter(s): Liz Loftin, Senior Planner

Department(s): Planning and Community Development

### Requested Motion

Motion to approve Statement of the Town Council and Ordinance for Rezoning Case #21CZ19, 1016 N. Salem, Courtney Landoll, WithersRavenel, petitioner, for the property located at 1016 N. Salem Street (portion of PIN 0742457443).

### Approval Recommended?

The Planning and Community Development Department recommends approval.

### Item Details

Rezoning Case #21CZ19 1016 N. Salem was approved at the January 11, 2022 Town Council meeting.

### Attachments

- Statement of the Town Council
- Ordinance to Amend the Official Zoning District Map
- Legal Description



**STATEMENT OF TOWN COUNCIL AND ORDINANCE AMENDING THE OFFICIAL ZONING DISTRICT MAP OF THE TOWN OF APEX TO CHANGE THE ZONING OF APPROXIMATELY .426 ACRES LOCATED AT 1016 N SALEM STREET FROM RESIDENTIAL AGRICULTURAL (RA) TO MEDIUM DENSITY-CONDITIONAL ZONING (MD-CZ)**

**#21CZ19**

**WHEREAS**, Courtney Landoll, WithersRavenel, applicant (the “Applicant”), submitted a completed application for a conditional zoning on the 1st day of September 2021 (the “Application”). The proposed conditional zoning is designated #21CZ19;

**WHEREAS**, the Director of Planning and Community Development for the Town of Apex, Dianne Khin, caused proper notice to be given (by publication and posting) of a public hearing on #21CZ19 before the Planning Board on the 13th day of December 2021;

**WHEREAS**, the Apex Planning Board held a public hearing on the 13th day of December 2021, gathered facts, received public comments and formulated a recommendation regarding the application for conditional zoning #21CZ19. A motion was made by the Apex Planning Board to recommend approval; the motion passed unanimously for the application for #21CZ19;

**WHEREAS**, pursuant to N.C.G.S. §160D-601 and Sec. 2.2.11.E of the Unified Development Ordinance, the Director of Planning and Community Development caused proper notice to be given (by publication and posting), of a public hearing on #21CZ19 before the Apex Town Council on the 11th day of January 2022;

**WHEREAS**, the Apex Town Council held a public hearing on the 11<sup>th</sup> day of January 2022. Liz Loftin, Senior Planner, presented the Planning Board’s recommendation at the public hearing;

**WHEREAS**, all persons who desired to present information relevant to the application for #21CZ19 and who were residents of Apex or its extraterritorial jurisdiction, or who owned property adjoining the property for which the conditional zoning is sought, were allowed to present evidence at the public hearing before the Apex Town Council. No one who wanted to speak was turned away;

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

**WHEREAS**, the Apex Town Council finds that the approval of the rezoning is reasonable and in the public interest in that: The rezoning will ensure preservation of the historic structure; and

**WHEREAS**, the Apex Town Council by a vote of 5 to 0 approved Application #21CZ19 rezoning the subject tract located at 1016 N. Salem Street from Residential Agricultural (RA) to Medium Density Residential-Conditional Zoning (MD-CZ).

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

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

**Ordinance Amending the Official Zoning District Map #21CZ19**

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

**Section 3:** The Director of Planning and Community Development is hereby authorized and directed to cause the said Official Zoning District Map for the Town of Apex, North Carolina, to be physically revised and amended to reflect the zoning changes ordained by this Ordinance.

**Section 4:** The "Rezoned Lands" are subject to all of the following conditions which are imposed as part of this rezoning:

The Rezoned Lands may be used for, and only for, the uses listed immediately below. The permitted uses are subject to the limitations and regulations stated in the UDO and any additional limitations or regulations stated below. For convenience, some relevant sections of the UDO may be referenced; such references do not imply that other sections of the UDO do not apply.

- 1. Single Family Residential
- 2. Accessory Apartment

**Zoning Conditions:**

- 1. The existing historic home will remain on the property.
- 2. Any renovations to the primary structure will follow the latest edition of the "Secretary of Interior Standards of Rehabilitation and Guidelines for Rehabilitating Historic Buildings". All other structures or new development shall comply with the applicable sections of the UDO.

**Section 5:** The "Rezoned Lands" shall be perpetually bound to the conditions imposed including the uses authorized, unless subsequently changed or amended as provided for in the Unified Development Ordinance. Site plans for any development to be made pursuant to this amendment to the Official Zoning District Map shall be submitted for site plan approval as provided for in the Unified Development Ordinance.

**Section 6:** This Ordinance shall be in full force and effect from and after its adoption.

Motion by Council Member \_\_\_\_\_

Seconded by Council Member \_\_\_\_\_

With \_\_\_ Council Member(s) voting "aye."

With \_\_\_ Council Member(s) voting "no."

This the \_\_\_ day of \_\_\_\_\_ 2022.

**TOWN OF APEX**

\_\_\_\_\_  
Mayor

**Ordinance Amending the Official Zoning District Map #21CZ19**

**ATTEST:**

\_\_\_\_\_  
Title: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Town Attorney

"Attachment A"

**AFFIDAVIT OF OWNERSHIP: EXHIBIT A – LEGAL DESCRIPTION**

Application #: 21CZ19

Submittal Date: 9/1/2021

**Insert legal description below.**

Beginning at an Existing Iron Pipe located at the Northwest corner of Lot 4-1A, "Apex Mule and Supply Co", Recorded at Book of Maps 1885, Page 119, Wake County Registry. Said Existing Iron Pipe having North Carolina Geodetic Coordinates (NAD 83; 2011) N: 725,445.26', E: 2,044,527.61', said Iron Pipe also being located on the Eastern Public Right of Way of North Salem Street, Thence leaving said Right of Way, North 69°43'32" East a distance of 122.93' to a Point; Thence South 21°02'26" East a distance of 149.35' to a Point; Thence South 69°38'26" West a distance of 125.71' to an Existing Iron Pipe located on the Eastern Public Right of Way of North Salem Street; Thence along said Public Right of Way, North 19°58'29" West a distance of 149.53' to an Existing Iron Pipe, being the point and place of Beginning, and having an area of 0.426 Acres, 18,578 Square Feet, more or less.

# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: February 8, 2022

## Item Details

Presenter(s): Shelly Mayo, Planner II

Department(s): Planning and Community Development

### Requested Motion

Motion to approve Statement of the Town Council and Ordinance for Rezoning Case #21CZ20 3075 Lufkin Road Self-Storage. Al Goodrich of Wigeon Capital, LLC, petitioner, for the property located at 3075 Lufkin Road.

### Approval Recommended?

Planning and Community Development Department recommends approval.

### Item Details

Rezoning Case #21CZ20 was approved at the January 25, 2022 Town Council meeting.

### Attachments

- Statement and Ordinance



**STATEMENT OF TOWN COUNCIL AND ORDINANCE AMENDING THE OFFICIAL ZONING DISTRICT MAP OF THE TOWN OF APEX TO CHANGE THE ZONING OF APPROXIMATELY 3.08 ACRES LOCATED AT 3075 LUFKIN ROAD FROM PLANNED COMMERCIAL (PC) & PLANNED COMMERCIAL-CONDITIONAL USE (PC-CU #94CU21 & #98CU14) TO LIGHT INDUSTRIAL-CONDITIONAL ZONING (LI-CZ)**

**#21CZ20**

**WHEREAS**, Lufkin Leased Fee, LLC./Wigeon Capital, LLC., owner/applicant (the “Applicant”), submitted a completed application for a conditional zoning on the 1<sup>st</sup> day of September 2021 (the “Application”). The proposed conditional zoning is designated #21CZ20;

**WHEREAS**, the Director of Planning and Community Development for the Town of Apex, Dianne Khin, caused proper notice to be given (by publication and posting) of a public hearing on #21CZ20 before the Planning Board on the 13<sup>th</sup> day of December 2021;

**WHEREAS**, the Apex Planning Board held a public hearing on the 13<sup>th</sup> day of December 2021, gathered facts, received public comments and formulated a recommendation regarding the application for conditional zoning #21CZ20. A motion was made by the Apex Planning Board to recommend approval; the motion passed by a vote of 6 to 1 for the application for #21CZ20;

**WHEREAS**, pursuant to N.C.G.S. §160D-601 and Sec. 2.2.11.E of the Unified Development Ordinance, the Director of Planning and Community Development caused proper notice to be given (by publication and posting), of a public hearing on #21CZ20 before the Apex Town Council on the 25<sup>th</sup> day of January 2022;

**WHEREAS**, the Apex Town Council held a public hearing on the 25<sup>th</sup> day of January 2022. Amanda Bunce, Current Planning Manager, presented the Planning Board’s recommendation at the public hearing;

**WHEREAS**, all persons who desired to present information relevant to the application for #21CZ20 and who were residents of Apex or its extraterritorial jurisdiction, or who owned property adjoining the property for which the conditional zoning is sought, were allowed to present evidence at the public hearing before the Apex Town Council. No one who wanted to speak was turned away;

**WHEREAS**, the Apex Town Council finds that the approval of the rezoning will amend the 2045 Land Use Plan to Industrial Employment: The 2045 Land Use Map designation of Industrial Employment is consistent with the zoning district Light Industrial-Conditional Zoning (LI-CZ). The Apex Town Council has further considered that the proposed rezoning to Light Industrial-Conditional Zoning (LI-CZ) will maintain the character and appearance of the area and provide the flexibility to accommodate the growth in population, economy, and infrastructure consistent with that contemplated by the 2045 Land Use Map;

**WHEREAS**, the Apex Town Council finds that the approval of the rezoning is reasonable and in the public interest in that: The rezoning will permit the development of this parcel with industrial uses that are most compatible with the nearby commercial uses and bring the entire property under one zoning district; and

**WHEREAS**, the Apex Town Council by a vote of 5 to 0 approved Application #21CZ20 rezoning the subject tract located at 3075 Lufkin Road from Planned Commercial (PC) & Planned Commercial-Conditional Use (PC-CU #98CU14 & #94CU21) to Light Industrial-Conditional Zoning (LI-CZ).

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

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

**Section 2:** The Town of Apex Unified Development Ordinance, including the Town of Apex North Carolina Official Zoning District Map which is a part of said Ordinance, is hereby amended by changing the zoning classification of the “Rezoned Lands” from Planned Commercial (PC) & Planned Commercial-

## Ordinance Amending the Official Zoning District Map #21CZ20

Conditional Use (PC-CU #98CU14 & #94CU21) to Light Industrial-Conditional Zoning (LI-CZ) District, subject to the conditions stated herein.

**Section 3:** The Director of Planning and Community Development is hereby authorized and directed to cause the said Official Zoning District Map for the Town of Apex, North Carolina, to be physically revised and amended to reflect the zoning changes ordained by this Ordinance.

**Section 4:** The “Rezoned Lands” are subject to all of the following conditions which are imposed as part of this rezoning:

The Rezoned Lands may be used for, and only for, the uses listed immediately below. The permitted uses are subject to the limitations and regulations stated in the UDO and any additional limitations or regulations stated below. For convenience, some relevant sections of the UDO may be referenced; such references do not imply that other sections of the UDO do not apply.

- |                                       |  |
|---------------------------------------|--|
| 1. Self-service storage               | 8. Pet services                                |
| 2. Medical or dental office or clinic | 9. Automotive accessory sales and installation |
| 3. Office, business or professional   | 10. Automotive parts                           |
| 4. Artisan studio                     | 11. Car wash or auto detailing                 |
| 5. Repair services, limited           | 12. Woodworking or cabinetmaking               |
| 6. Studio for art                     | 13. Manufacturing and processing, minor        |
| 7. Upholstery shop                    | 14. Utility, minor                             |

### Zoning Conditions:

1. Provide minimum 10-kW rooftop solar PV system on rooftop to offset energy use.
2. This project shall preserve existing tree canopy within the required perimeter buffers and RCA as required by the UDO. Any supplemental landscaping within those buffers shall be native plant species.
3. In order to reduce irrigation and chemical use, this development shall plant warm season grasses where turf grass is called for on the landscaping plans. All other required landscaping shall consist of drought tolerant native plants.
4. In order to meet International Dark Sky Association standards, all outdoor lighting and parking lot lighting fixtures shall be LED fixtures in a full-cutoff style and with a color temperature of 3000K or less.

The following are architectural conditions for the building façade:

1. The predominant exterior building materials shall be high quality materials, including:
  - a. Brick masonry
  - b. Decorative concrete block (either integrally colored or textured)
  - c. Stone accents
  - d. Cementitious Siding
  - e. Aluminum storefronts with anodized or pre-finished colors.
  - f. EIFS cornices, and parapet trim
  - g. Precast concrete
2. EIFS or synthetic stucco shall not be used in the first forty inches above grade.
3. The building exterior shall have more than one material color.
4. The building shall have more than one parapet height.
5. A self-service storage building shall have a maximum height of 3 stories above grade or 40-feet.
6. The main entrance to the building shall be emphasized.
7. Only full cut-off lighting fixtures and fixtures with external house-side shields shall be allowed where non-residential properties are adjacent to residential properties.

**Ordinance Amending the Official Zoning District Map #21CZ20**

- 8. Interior Doors will only be visible on 15% of the façade of each floor facing Lufkin Road and only 5% of the façade on each floor facing Ten-Ten Road in a self-service storage building. Interior doors shall not be visible facing US Highway 1. Spandrel glass shall be used for the remaining windows, except those at the entrance.
- 9. The use of high intensity colors or fluorescent colors shall be prohibited on interior doors visible from exterior windows.

**Section 5:** The “Rezoned Lands” shall be perpetually bound to the conditions imposed including the uses authorized, unless subsequently changed or amended as provided for in the Unified Development Ordinance. Site plans for any development to be made pursuant to this amendment to the Official Zoning District Map shall be submitted for site plan approval as provided for in the Unified Development Ordinance.

**Section 6:** This Ordinance shall be in full force and effect from and after its adoption.

Motion by Council Member \_\_\_\_\_

Seconded by Council Member \_\_\_\_\_

With \_\_\_\_ Council Member(s) voting "aye."

With \_\_\_\_ Council Member(s) voting "no."

This the \_\_\_\_ day of \_\_\_\_\_ 2022.

**TOWN OF APEX**

\_\_\_\_\_  
Mayor

**ATTEST:**

\_\_\_\_\_  
Title: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Town Attorney

**AFFIDAVIT OF OWNERSHIP: EXHIBIT A – LEGAL DESCRIPTION**

Application #: 21CZ20

Submittal Date: 9/1/2021

**Insert legal description below.**

Beginning at a control corner, being a concrete monument, with North Carolina grid coordinates NAD83 (NSRS 2007) of N= 718,108.455 and E= 2,052,828.106; thence N87°55'01"E 101.72' to a concrete monument; thence S65°26'26"E 86.65' to an iron pipe found; thence along a curve to the right having a radius of 932.21', a length of 125.48', a chord bearing of S61°35'00"E and a chord distance of 125.38' to an iron pipe set; thence S00°38'48"E 67.86' to an iron pipe set; thence S54°40'15"W 36.42' to an iron pipe set; thence along a curve to the right having a radius of 513.50', a length of 196.47', a chord bearing of S65°37'54"W and a chord distance of 195.27' to an iron pipe set; thence along a curve to the right having a radius of 513.50', a length of 100.90', a chord bearing of S79°55'50"W and a chord distance of 100.73' to an iron pipe set; thence along a curve to the right having a radius of 517.50', a length of 310.73', a chord bearing of N75°00'02"W and a chord distance of 306.08' to an iron pipe set; thence N57°47'56"W 191.43' to an iron pipe set; thence along a curve to the left having a radius of 517.50', a length of 66.62', a chord bearing N61°29'20"W and a chord distance of 66.57' to an iron pipe set; thence along a curve to the right having a radius of 1085.92', a length of 54.72', a chord bearing S87°50'28"E and a chord distance of 54.71' to an iron pipe set; thence S86°23'50"E 218.38' to an iron pipe found; thence along a curve to the left having a radius of 378.31', a length of 277.53', a chord bearing N72°27'09"E and a chord distance of 271.45' to the point of beginning and containing approximately 3.079 acres more or less and labeled as Lot 3 according to a map prepared by EDR Engineering entitled EASEMENT DEDICATION AND EXEMPT SUBDIVISION PLAT prepared for LUFKIN LEASED FEE L.L.C. dated 3/28/2012 and recorded at the Wake County Register of Deeds in book of maps 2012 pages 584-585.

# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: February 8, 2022

## Item Details

Presenter(s): Shelly Mayo, Planner II

Department(s): Planning and Community Development

### Requested Motion

Motion to approve Statement of the Town Council and Ordinance for Rezoning Case #21CZ28 Retreat at Cedar Crossing PUD Amendment. Toll Southeast LP Company, Inc., petitioner, for the properties located at: 433 New Hill Olive Chapel Road; 0, 1310, 1311, 1314, 1315, 1318, 1319, 1322, 1323, 1328, 1332, 1336, 1340, 1346, 1350, 1354, 1358, 1362, 1366, 1361, 1357, 1353, 1349, 1345, 1341, 1335, & 1329 Mascoma Drive; 1212, 1220, 1216, 1208, 1204, 1201, 1205, & 1209 Blue Mist Court; 0, 0, 0, 3528, 3524, 3520, 3516, 3512, 3508, 3504, 3525, 3521, 3517, & 3500 Olive Glen Drive; & 0, 0, & 3510 Tuftonboro Lane.

### Approval Recommended?

Planning and Community Development Department recommends approval.

### Item Details

Rezoning Case #21CZ28 was approved at the January 25, 2022 Town Council meeting.

### Attachments

- Statement and Ordinance



**STATEMENT OF TOWN COUNCIL AND ORDINANCE AMENDING THE OFFICIAL ZONING DISTRICT MAP OF THE TOWN OF APEX TO CHANGE THE ZONING OF APPROXIMATELY 36.54 ACRES LOCATED AT 433 NEW HILL OLIVE CHAPEL ROAD, 0, 1310, 1311, 1314, 1315, 1318, 1319, 1322, 1323, 1328, 1332, 1336, 1340, 1346, 1350, 1354, 1358, 1362, 1366, 1361, 1357, 1353, 1349, 1345, 1341, 1335, & 1329 MASCOMA Drive, 1212, 1220, 1216, 1208, 1204, 1201, 1205, & 1209 BLUE MIST COURT, 0, 0, 0, 3528, 3524, 3520, 3516, 3512, 3508, 3504, 3525, 3521, 3517, & 3500 OLIVE GLEN DRIVE, & 0, 0, & 3510 TUFTONBORO LANE FROM PLANNED UNIT DEVELOPMENT-CONDITIONAL ZONING (PUD-CZ #18CZ12) TO PLANNED UNIT DEVELOPMENT-CONDITIONAL ZONING (PUD-CZ)**

**#21CZ28**

**WHEREAS**, Toll Southeast LP Company, LLC., owner/applicant (the “Applicant”), submitted a completed application for a conditional zoning on the 1<sup>st</sup> day of October 2021 (the “Application”). The proposed conditional zoning is designated #21CZ28;

**WHEREAS**, the Director of Planning and Community Development for the Town of Apex, Dianne Khin, caused proper notice to be given (by publication and posting) of a public hearing on #21CZ28 before the Planning Board on the 10<sup>th</sup> day of January 2022;

**WHEREAS**, the Apex Planning Board held a public hearing on the 10<sup>th</sup> day of January 2022, gathered facts, received public comments and formulated a recommendation regarding the application for conditional zoning #21CZ28. A motion was made by the Apex Planning Board to recommend approval; the motion passed unanimously for the application for #21CZ28;

**WHEREAS**, pursuant to N.C.G.S. §160D-601 and Sec. 2.2.11.E of the Unified Development Ordinance, the Director of Planning and Community Development caused proper notice to be given (by publication and posting), of a public hearing on #21CZ28 before the Apex Town Council on the 25<sup>th</sup> day of January 2022;

**WHEREAS**, the Apex Town Council held a public hearing on the 25<sup>th</sup> day of January 2022. Amanda Bunce, Current Planning Manager, presented the Planning Board's recommendation at the public hearing;

**WHEREAS**, all persons who desired to present information relevant to the application for #21CZ28 and who were residents of Apex or its extraterritorial jurisdiction, or who owned property adjoining the property for which the conditional zoning is sought, were allowed to present evidence at the public hearing before the Apex Town Council. No one who wanted to speak was turned away;

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

**WHEREAS**, the Apex Town Council finds that the approval of the rezoning is reasonable and in the public interest in that: The rezoning will provide a recreation area more appropriate for an age-restricted community and resolve the issue with the architectural standard created by the building permit issued in error; and

**WHEREAS**, the Apex Town Council by a vote of 5 to 0 approved Application #21CZ28 rezoning the subject tract located at 433 New Hill Olive Chapel Road, 0, 1310, 1311, 1314, 1315, 1318, 1319, 1322, 1323, 1328, 1332, 1336, 1340, 1346, 1350, 1354, 1358, 1362, 1366, 1361, 1357, 1353, 1349, 1345, 1341, 1335, & 1329 Mascoma Drive, 1212, 1220, 1216, 1208, 1204, 1201, 1205, & 1209 Blue Mist Court, 0, 0, 0, 3528, 3524, 3520, 3516, 3512, 3508, 3504, 3525, 3521, 3517, & 3500 Olive Glen Drive, & 0, 0, & 3510 Tuftonboro Lane from Planned Unit Development-Conditional Zoning (PUD-CZ #18CZ12) to Planned Unit Development-Conditional Zoning (PUD-CZ).

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

**Ordinance Amending the Official Zoning District Map #21CZ28**

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

**Section 2:** The Town of Apex Unified Development Ordinance, including the Town of Apex North Carolina Official Zoning District Map which is a part of said Ordinance, is hereby amended by changing the zoning classification of the "Rezoned Lands" from Planned Unit Development-Conditional Zoning (PUD-CZ #18CZ12) to Planned Unit Development-Conditional Zoning (PUD-CZ) District, subject to the conditions stated herein.

**Section 3:** The Director of Planning and Community Development is hereby authorized and directed to cause the said Official Zoning District Map for the Town of Apex, North Carolina, to be physically revised and amended to reflect the zoning changes ordained by this Ordinance.

**Section 4:** The "Rezoned Lands" are subject to the conditions in Attachment "B" Cedar Crossing PUD Amendment which are imposed as part of this rezoning.

**Section 5:** The "Rezoned Lands" shall be perpetually bound to the conditions imposed including the uses authorized, unless subsequently changed or amended as provided for in the Unified Development Ordinance. Site plans for any development to be made pursuant to this amendment to the Official Zoning District Map shall be submitted for site plan approval as provided for in the Unified Development Ordinance.

**Section 6:** This Ordinance shall be in full force and effect from and after its adoption.

Motion by Council Member \_\_\_\_\_

Seconded by Council Member \_\_\_\_\_

With \_\_\_\_ Council Member(s) voting "aye."

With \_\_\_\_ Council Member(s) voting "no."

This the \_\_\_\_ day of \_\_\_\_\_ 2022.

**TOWN OF APEX**

\_\_\_\_\_  
Mayor

**ATTEST:**

\_\_\_\_\_  
Title: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Town Attorney

**AFFIDAVIT OF OWNERSHIP: EXHIBIT A – LEGAL DESCRIPTION**

Application #: 21CZ28

Submittal Date: 10/1/2021

**Insert legal description below.**

Beginning at point on the Eastern R/W of New Hill Olive Chapel Rd. (NCSR 1141) said point having N.C. grid coordinates of N=722, 750.40' & E= 2,015,345.55' (NAD 1983/2011); Thence runs S 87-05'9"E 557.15 to an existing iron pipe; thence runs S 87-05'-19"E 1,968.13'to an existing iron pipe; thence runs S 03 50'9"W 691.17'to a 1" iron rod; thence runs N 87-29'-17" W 295.62' to an existing iron pipe; thence runs N 87-11' -53"W 1,288.09' to an existing iron pipe; thence runs N 31-28'-20"W 264.47' to an existing iron pipe; thence runs N 30-09'-25"W 120.72' to an existing iron pipe; thence runs S 74-44'8"W 274.56' to an iron pipe set on the Eastern R/W of New Hill Olive Chapel Rd. Thence runs S 74-44' -08"W 30.01' to a point in the center of said road; thence along the center of the road the following metes and bounds; N 17- 01'-11"W 71.24', N 16-54'-33"W 59.95', N 16-24'-45"W 77.83', N 15-37-49"W 75.88', N 13-54'-11"W 88.47', N 12-22'-56"W 94.89', N 09-54'-29"W 27.08' to a point on the centerline; thence leaving said centerline S 87-05' -19"E 30. 77' to the point and place of beginning. This tract contains 1,591,790 sq. ft. or 36.54 acres all according to a survey by Barry L. Scott, PLS dated 04-19-2018.

## Attachment B: Cedar Crossing PUD Amendment



Nil Ghosh | Associate  
421 Fayetteville St | Ste 530  
Raleigh, NC 27601  
919-590-0362  
nghosh@morningstarlawgroup.com  
www.morningstarlawgroup.com

December 22, 2021

Shelly Mayo  
Planner II  
Town of Apex

RE: Cedar Crossing PUD Amendment

Dear Shelly Mayo:

This letter is to inform you of the intent of the proposed PUD Amendment for the above-captioned project. The intent of this PUD amendment is to amend Rezoning Case #18CZ12 Olive Glen PUD in the following ways:

- A. Allowing the required play lawn to be developed as an active amenity provided that:
  - a. Mulch walking paths are incorporated into the design of the amenity
  - b. A wildflower garden, community garden, or native pollinator demonstration garden is included within the amenity
  - c. Within the amenity area, the developer shall select and install tree, shrub and perennial species with special attention to providing diverse and abundant pollinator food and host plant sources, including plants that bloom in succession from spring to fall.
  - d. The amenity includes at least one (1) pet waste station
  - e. Any lighting installed within the amenity area shall use full cutoff LED fixtures that have a maximum color temperature of 3000K and include light timers, motion sensors, or other smart lighting technology.
  - f. No additional parking shall be required for the proposed amenity courts. The parking spaces at the mail kiosk may be used to access the proposed courts.
- B. A change to the timing of greenway construction in Section 12:
  - a. All approved public greenway trails must be completed at the point that ~~twenty five percent (25%)~~ fifty percent (50%) of the building permits for the total number of residential units in the Olive Glen PUD have been issued.
- C. A change to the architectural conditions contained in Section 7 of the PUD but only modified for Lot 37 (1353 Mascoma Drive) of the subdivision:
  - a. The garage cannot protrude more than 1 foot out from the front façade or front porch, except with respect to Lot 37 (Wake County PIN 0712-62-4275, 1353 Mascoma Drive) which shall not protrude more than 5 feet out from the front façade or front porch.

No further changes are proposed. This encompasses the entire scope of the proposed amendment.

Respectfully,

Nil Ghosh | Associate  
Morningstar Law Group

# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: February 8, 2022

## Item Details

Presenter(s): Adam Stephenson, Transportation Engineering Manager

Department(s): Public Works & Transportation

### Requested Motion

Motion to award a construction contract upon NCDOT concurrence and authorize the Town Manager to execute same for TM-0026 GoApex Route 1 Bus Stop Improvements

### Approval Recommended?

Yes

### Item Details

This is a locally administered federal-aid project (LAPP) to construct 38 bus stops for GoApex Route 1. Federal grant funds have been committed to construction of the project at a reimbursement rate of 70% with a maximum amount of \$427,000. Sealed bids for construction and furnishing of all materials were received and opened on Friday, January 28, 2022. It is the recommendation of staff that the contract be awarded to Pacos Construction Company, Inc. as the lowest responsive bidder. Bid Summary:

Pacos Construction Co. Inc.	\$ 395,393.50
ENGINEER'S ESTIMATE	\$ 407,999.73
Browe Construction	\$ 408,089.00
Hollins Construction Services, Inc	\$ 416,868.00
Lanier Construction Company	\$ 637,108.00

### Attachments

- Map
- Bid Tabulation
- Contract document



THIS AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 by and between, Pacos Construction Company, Inc., a North Carolina Limited Liability Corporation with its principal business offices located at 5004 Hanna Lane, Fuquay - Varina, NC 27526 (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 “TM-0026 GOAPEX ROUTE 1 BUS STOP IMPROVEMENTS” at the locations and to the specifications outlined in attached documents identified in Sections 2 and 29 of this Agreement. In the event of a conflict between any of the attached documents and this Agreement, this Agreement shall control.

**2. SPECIFICATIONS.**

Contractor shall perform the services in accordance with the attached 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.**

Refer to Contract Provision SP1 G05 B.

**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 “TM-0026 GOAPEX ROUTE 1 BUS STOP IMPROVEMENTS Bid Tabulation” as those numbers pertain to the Pacos Construction Company, Inc. bid. The total bid, which is not to be exceeded, is in the amount of \$395,393.50. 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 contract and any attached specifications. 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 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.

**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:**

Pacos Construction Company, Inc.  
Attn: Jim Pacos  
5004 Hanna Lane  
Fuquay Varina, NC 27526  
pacosconstinc@gmail.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 attached documents are hereby incorporate 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 \_\_\_\_\_, 2022.

**Contractor**

Name: \_\_\_\_\_  
Name of Contractor (type or print)

By: \_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_

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

**Town of Apex**

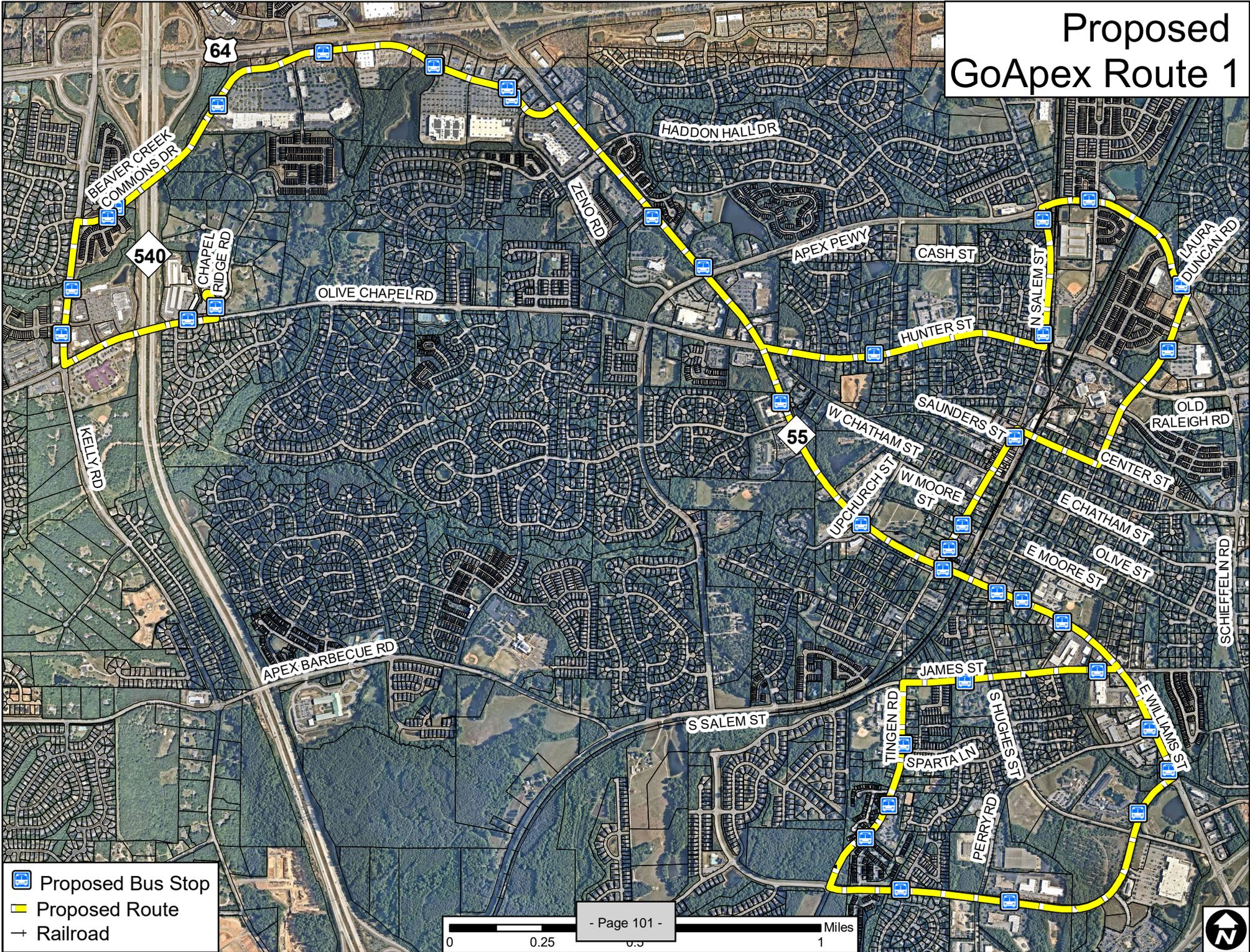
\_\_\_\_\_  
Town Manager

Attest:  
  
\_\_\_\_\_  
Town Clerk

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

\_\_\_\_\_  
Finance Director

# Proposed GoApex Route 1



-  Proposed Bus Stop
-  Proposed Route
-  Railroad



TM-0026  
GoApex Route 1 Bus Stop Improvements

BID TABULATION

ITEM #	SECTION	DESCRIPTION	QUANTITY	UNIT	PACOS CONSTRUCTION		BROWE CONSTRUCTION		HOLLINS CONSTRUCTION		LANIER CONSTRUCTION	
					UNIT PRICE	EXTENDED	UNIT PRICE2	EXTENDED2	UNIT PRICE3	EXTENDED3	UNIT PRICE4	EXTENDED4
1	800	MOBILIZATION	1	LS	\$24,000.00	\$24,000.00	\$ 22,350.00	\$22,350.00	\$20,000.00	\$20,000.00	\$30,000.00	\$30,000.00
2	200	CLEARING & GRUBBING	1	LS	\$6,000.00	\$6,000.00	\$ 7,500.00	\$7,500.00	\$3,000.00	\$3,000.00	\$4,000.00	\$4,000.00
3	226	UNDERCUT EXCAVATION	100	CY	\$50.00	\$5,000.00	\$ 50.00	\$5,000.00	\$10.00	\$1,000.00	\$65.00	\$6,500.00
4	226	GRADING	1	LS	\$92,000.00	\$92,000.00	\$ 68,500.00	\$68,500.00	\$136,000.00	\$136,000.00	\$85,000.00	\$85,000.00
5	310	15" REINFORCED CONCRETE PIPE CULVERT, CL III	24	LF	\$85.00	\$2,040.00	\$ 175.00	\$4,200.00	\$65.00	\$1,560.00	\$95.00	\$2,280.00
6	310	15" PIPE END SECTION	1	EA	\$900.00	\$900.00	\$ 1,500.00	\$1,500.00	\$1,600.00	\$1,600.00	\$1,500.00	\$1,500.00
7	801	CONSTRUCTION SURVEYING	1	LS	\$7,000.00	\$7,000.00	\$ 22,500.00	\$22,500.00	\$18,000.00	\$18,000.00	\$42,000.00	\$42,000.00
8	840	PIPE COLLAR	1.5	CY	\$800.00	\$1,200.00	\$ 2,000.00	\$3,000.00	\$1,000.00	\$1,500.00	\$950.00	\$1,425.00
9	846	2'-6" CONCRETE CURB & GUTTER	118	LF	\$55.00	\$6,490.00	\$ 75.00	\$8,850.00	\$30.00	\$3,540.00	\$35.00	\$4,130.00
10	848	6" CONCRETE SIDEWALK	176	SY	\$80.00	\$14,080.00	\$ 92.00	\$16,192.00	\$75.00	\$13,200.00	\$150.00	\$26,400.00
11	848	4" CONCRETE SIDEWALK	916	SY	\$62.00	\$56,792.00	\$ 72.00	\$65,952.00	\$60.00	\$54,960.00	\$150.00	\$137,400.00
12	848	CONCRETE CURB RAMP (BLACK TRUNCATED DOMES)	12	EA	\$2,600.00	\$31,200.00	\$ 2,450.00	\$29,400.00	\$2,000.00	\$24,000.00	\$5,500.00	\$66,000.00
13	858	ADJUSTMENT OF VALVE BOX	1	EA	\$750.00	\$750.00	\$ 850.00	\$850.00	\$200.00	\$200.00	\$900.00	\$900.00
14	858	ADJUSTMENT OF METER BOX	1	EA	\$800.00	\$800.00	\$ 850.00	\$850.00	\$200.00	\$200.00	\$350.00	\$350.00
15	901	CONTRACTOR FURNISHED, TYPE E SIGN	98	SF	\$35.00	\$3,430.00	\$ 65.00	\$6,370.00	\$25.00	\$2,450.00	\$25.00	\$2,450.00
16	903	SUPPORTS, 2-LB STEEL SQUARE POST, BREAKAWAY	42	EA	\$186.00	\$7,812.00	\$ 300.00	\$12,600.00	\$215.00	\$9,030.00	\$95.00	\$3,990.00
17	904	SIGN ERECTION, TYPE E	42	EA	\$195.00	\$8,190.00	\$ 350.00	\$14,700.00	\$350.00	\$14,700.00	\$250.00	\$10,500.00
18	1105	TRAFFIC CONTROL	1	LS	\$86,000.00	\$86,000.00	\$ 48,500.00	\$48,500.00	\$65,000.00	\$65,000.00	\$150,000.00	\$150,000.00
19	1205	PAINT PAVEMENT MARKING LINES (4", 120 MILS)	93	LF	\$7.00	\$651.00	\$ 10.00	\$930.00	\$9.00	\$837.00	\$15.50	\$1,441.50
20	1205	THERMO PAVEMENT MARKING LINES (8", 120 MILS)	81	LF	\$8.50	\$688.50	\$ 20.00	\$1,620.00	\$11.00	\$891.00	\$21.50	\$1,741.50
21	1205	THERMO PAVEMENT MARKING LINES (24", 120 MILS)	140	LF	\$18.00	\$2,520.00	\$ 30.00	\$4,200.00	\$20.00	\$2,800.00	\$25.00	\$3,500.00
22	1631	MATTING FOR EROSION CONTROL	500	SY	\$3.00	\$1,500.00	\$ 7.00	\$3,500.00	\$3.00	\$1,500.00	\$6.00	\$3,000.00
23	1660	SEEDING	0.2	AC	\$6,000.00	\$1,200.00	\$ 30,000.00	\$6,000.00	\$5,000.00	\$1,000.00	\$35,000.00	\$7,000.00
<b>NON-REIMBURSABLE ITEMS</b>								\$0.00		\$0.00		
24	SP	BIKE RACK INSTALLATION (RACKS PROVIDED BY TOWN)	7	EA	\$500.00	\$3,500.00	\$ 1,250.00	\$8,750.00	\$600.00	\$4,200.00	\$750.00	\$5,250.00
25	SP	BENCH (PULLMAN P26 6-FT, BLACK)	13	EA	\$1,850.00	\$24,050.00	\$ 2,675.00	\$34,775.00	\$2,100.00	\$27,300.00	\$2,550.00	\$33,150.00
26	SP	TRASH RECEPTACLE (MIDTOWN, 32-GALLON, BLACK)	4	EA	\$1,900.00	\$7,600.00	\$ 2,375.00	\$9,500.00	\$2,100.00	\$8,400.00	\$1,800.00	\$7,200.00
<b>TOTAL:</b>					<b>\$395,393.50</b>		<b>TOTAL:</b>	<b>\$408,089.00</b>	<b>TOTAL:</b>	<b>\$416,868.00</b>	<b>TOTAL:</b>	<b>\$637,108.00</b>

# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: February 8, 2022

## Item Details

Presenter(s): Shelly Mayo, Planner II

Department(s): Planning and Community Development

### Requested Motion

Motion to set the Public Hearing for the February 22, 2022 Town Council meeting regarding Rezoning Application #21CZ30 Williams Farm PUD Amendment. The applicant, Jessie Hardesty for McAdams Co., seeks to rezone approximately 1.304 acres from Wake Co. R-40W to Planned Unit Development-Conditional Zoning (PUD-CZ). The proposed rezoning is located at 4525 Green Level West Road.

### Approval Recommended?

The Planning and Community Development Department recommends approval.

### Item Details

The property to be rezoned is identified as a portion of PIN 0713943738.

### Attachments

- Vicinity Map
- Application





Rezoning #21CZ30

The Point at Lake Castleberry

Lake Castleberry

Williams Grove PUD

CHATHAM COUNTY

Batchelor Rd

Green Level West Rd

Hawthorne Woods Rd

GlenVale St

Dorset Grove Rd

0 250 500 Feet

November 2021 Aerial Photography  
Prepared by: Town of Apex Planning Department

## PLANNED UNIT DEVELOPMENT APPLICATION

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 #: 21CZ30 Submittal Date: 12/1/21  
Fee Paid: \$ 600.00 Check #: \_\_\_\_\_

## PETITION TO AMEND THE OFFICIAL ZONING DISTRICT MAP

Project Name: Williams Grove  
Address(es): 4525 Green Level West Rd  
PIN(s) P/O 0713943738

\_\_\_\_\_ Acreage: 1.304  
Current Zoning: R-40W Proposed Zoning: PUD-CZ  
Current 2045 LUM Designation: Low Density Residential

Is the proposed rezoning consistent with the 2045 LUM Classification(s)? Yes  No

If any portion of the project is shown as mixed use (3 or more stripes on the 2045 Land Use Map) provide the following:

Area classified as mixed use: Acreage: N/A  
Area proposed as non-residential development: Acreage: N/A  
Percent of mixed use area proposed as non-residential: Percent: N/A

## Applicant Information

Name: Jessie Hardesty  
Address: 2905 Meridian Parkway  
City: Durham State: NC Zip: 27713  
Phone: 919-361-5000 E-mail: hardesty@mcadamsco.com

## Owner Information

Name: Stanley Martin Homes, LLC  
Address: 4020 Westchase Blvd, Suite 470  
City: Raleigh State: NC Zip: 27607  
Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

## Agent Information

Name: Alliance Group of NC  
Address: 4525 Green Level West Rd  
City: Raleigh State: NC Zip: 27615  
Phone: 919-239-9486 E-mail: jacob@alliancegroupnc.com

Other contacts: Jacob Anderson  
\_\_\_\_\_  
\_\_\_\_\_

November 24, 2021

Town of Apex  
73 Hunter St  
Apex, NC 27502

**RE: Zoning Amendment Letter Williams PUD-CZ**

To Whom It May Concern,

The intent of this project is to add the proposed land to the approved Williams Farm Planned Unit Development (Rezoning Case #21CZ04.) All zoning conditions and requirements outlined in that approved rezoning case shall apply to this parcel.

Sincerely,

**MCADAMS**



Jessie Hardesty  
Planner I, Planning + Design

**PLANNED UNIT DEVELOPMENT APPLICATION**

Application #: 21CZ30

Submittal Date: 12/01/2021

**PLANNED UNIT DEVELOPMENT DISTRICT STANDARDS:**

In return for greater flexibility in site design requirements, Planned Development (PD) Districts are expected to deliver exceptional quality community designs that preserve critical environmental resources; provide high quality community amenities; incorporate creative design in the layout of buildings, Resource Conservation Area and circulation; ensure compatibility with surrounding land uses and neighborhood character; provide high quality architecture; and provide greater efficiency in the layout and provision of roads, utilities, and other infrastructure. The Planned Development (PD) Districts shall not be used as a means of circumventing the Town’s adopted land development regulations for routine developments. The PD text and plan should demonstrate how the standards of Sec. 2.3.4.F are met by the proposed rezoning.

**LEGISLATIVE CONSIDERATIONS - CONDITIONAL ZONING**

The applicant shall propose site-specific standards and conditions that take into account the following considerations, which are considerations that are relevant to the legislative determination of whether or not the proposed conditional zoning district rezoning request is in the public interest. These considerations do not exclude the legislative consideration of any other factor that is relevant to the public interest. Use additional pages as needed.

1) *Consistency with 2045 Land Use Map.* The proposed Conditional Zoning (CZ) District use’s appropriateness for its proposed location and consistency with the purposes, goals, objectives, and policies of the 2045 Land Use Map.

This zoning map change remains consistent with the future land use designation of 'Low Density Residential.'

2) *Compatibility.* The proposed Conditional Zoning (CZ) District use’s appropriateness for its proposed location and compatibility with the character of surrounding land uses.

The addition of 1.3 acres to the Williams Farm PUD-CZ is compatible with the surrounding land uses. This addition is to allow for the realigning of Green Level West Road, which will flatten the curve in the road and provide safer driving conditions for the surrounding communities.

3) *Zoning district supplemental standards.* The proposed Conditional Zoning (CZ) District use’s compliance with Sec 4.4 *Supplemental Standards*, if applicable.

The proposed rezoning will comply with all conditions and requirements outlined in the approved Williams Farm PUD (Rezoning Case #21CZ04). If standards are not listed in the approved PUD, they will default to the UDO.

**PETITION PROCESS INFORMATION**

4) *Design minimizes adverse impact.* The design of the proposed Conditional Zoning (CZ) District use’s minimization of adverse effects, including visual impact of the proposed use on adjacent lands; and avoidance of significant adverse impacts on surrounding lands regarding trash, traffic, service delivery, parking and loading, odors, noise, glare, and vibration and not create a nuisance.

The addition of 1.3 acres to the Williams Farm PUD is intended to create safer driving conditons for future and existing residents in the area by reducing the curve in Green Level West Road. This rezoning is minimizing adverse effects of the surrounding area, specifically in regards to traffic.

5) *Design minimizes environmental impact.* The proposed Conditional Zoning District use’s minimization of environmental impacts and protection from significant deterioration of water and air resources, wildlife habitat, scenic resources, and other natural resources.

The proposed zoning will comply with all environmental conditions and requirements outlined in the approved Williams Farm PUD (Rezoning Case #21CZ04).

6) *Impact on public facilities.* The proposed Conditional Zoning (CZ) District use’s avoidance of having adverse impacts on public facilities and services, including roads, potable water and wastewater facilities, parks, schools, police, fire and EMS facilities.

The proposed zoning will not have adverse impacts on public facilities and services.

7) *Health, safety, and welfare.* The proposed Conditional Zoning (CZ) District use’s effect on the health, safety, or welfare of the residents of the Town or its ETJ.

The proposed zoning will provide a safer environment for existing and future residents by allowing a safer roadway along the property frontage. Currently Green Level West Road has a sharp curve along the subject property's frontage. By adding 1.3 acres to the rezoning, the developer can reduce this curve.

8) *Detrimental to adjacent properties.* Whether the proposed Conditional Zoning (CZ) District use is substantially detrimental to adjacent properties.

Adding 1.3 acres to the approved Williams Farm PUD will not be a detriment to the adjacent properties.

**PETITION PROCESS INFORMATION**

9) *Not constitute nuisance or hazard.* Whether the proposed Conditional Zoning (CZ) District use constitutes a nuisance or hazard due to traffic impact or noise, or because of the number of persons who will be using the Conditional Zoning (CZ) District use.

The proposed zoning will comply with all conditions and requirements of Williams Farm PUD (Rezoning Case #21CZ04).

**The addition of 1.3 acres will not create additional impacts.**

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10) *Other relevant standards of this Ordinance.* Whether the proposed Conditional Zoning (CZ) District use complies with all standards imposed on it by all other applicable provisions of this Ordinance for use, layout, and general development characteristics.

The proposed zoning will comply with all conditions and requirements of Williams Farm PUD (Rezoning Case #21CZ04).

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**AGENT AUTHORIZATION FORM**

Application #: 21CZ30

Submittal Date: 12/1/2021

Stanley Martin Homes, LLC is the owner\* of the property for which the attached application is being submitted:

- Land Use Amendment
- Rezoning: For Conditional Zoning and Planned Development rezoning applications, this authorization includes express consent to zoning conditions that are agreed to by the Agent which will apply if the application is approved.
- Site Plan
- Subdivision
- Variance
- Other: \_\_\_\_\_

The property address is: 4525 Green Level West Rd

The agent for this project is: Jacob Anderson

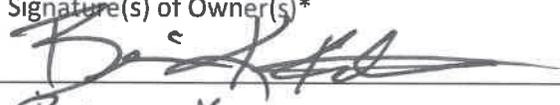
I am the owner of the property and will be acting as my own agent

Agent Name: Alliance Group of NC

Address: 7208 Falls of the Neuse Rd Suite 101

Telephone Number: 919-239-9486

E-Mail Address: jacob@alliancegroupnc.com

Signature(s) of Owner(s)\*  
  
BRIAN KETCHUM  
 Type or print name

12/1/2021  
 Date

\_\_\_\_\_  
 Type or print name

\_\_\_\_\_  
 Date

Attach additional sheets if there are additional owners.

\*Owner of record as shown on the latest equalized assessment rolls of Wake County. An option to purchase does not constitute ownership. If ownership has been recently transferred, a copy of the deed must accompany this authorization.

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

**AFFIDAVIT OF OWNERSHIP**

Application #: 21CZ30

Submittal Date: 12/1/2021

The undersigned, Jacob Anderson (the "Affiant") first being duly sworn, hereby swears or affirms as follows:

- Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the sole owner, or is the authorized agent of all owners, of the property located at 4525 Green Level West Rd and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").
- This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.
- If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated 11/10/2021, and recorded in the Wake County Register of Deeds Office on 11/10/2021, in Book 2021 Page 01991.
- If Affiant is the authorized agent of the owner(s) of the Property, Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).
- If Affiant is the owner of the Property, from the time Affiant was deeded the Property on 11/10/2021, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on 11/10/2021, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.

This the 1 day of December, 2021.

(seal)

Jacob Anderson

Type or print name

STATE OF NORTH CAROLINA  
COUNTY OF Wake

I, the undersigned, a Notary Public in and for the County of Wake, hereby certify that Jacob Anderson, Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's \_\_\_\_\_, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.



[NOTARY SEAL]

Notary Public  
State of North Carolina  
My Commission Expires: 12-4-2023

**AFFIDAVIT OF OWNERSHIP: EXHIBIT A – LEGAL DESCRIPTION**

Application #: 21CZ30

Submittal Date: 12/1/2021

Insert legal description below.

BEGINNING AT A IRON PIPE SET IN THE SOUTHERN RIGHT OF WAY OF GREEN LEVEL WEST ROAD (VARIABLE WIDTH PUBLIC RIGHT OF WAY); THENCE WITH SAID RIGHT OF WAY SOUTH 80°33'13" WEST 310.74 FEET TO A POINT; THENCE SOUTH 82°43'32" WEST 98.78 FEET TO A POINT; THENCE WITH A CURVE TO THE RIGHT WITH AN ARC LENGTH OF 272.48 FEET, WITH A RADIUS OF 320.00 FEET, WITH A CHORD BEARING OF NORTH 72°52'50" WEST, WITH A CHORD LENGTH OF 264.32 FEET TO A POINT; THENCE NORTH 48°29'13" WEST 203.90 FEET TO A POINT; THENCE WITH A CURVE TO THE LEFT WITH AN ARC LENGTH OF 73.21 FEET, WITH A RADIUS OF 630.00 FEET, WITH A CHORD BEARING OF NORTH 51°48'57" WEST, WITH A CHORD LENGTH OF 73.17 FEET TO A POINT; THENCE NORTH 15°51'13" EAST 27.69 FEET TO A POINT IN THE CENTERLINE OF THE PROPOSED NEW RIGHT OF WAY; THENCE WITH SAID CENTERLINE SOUTH 60°51'28" EAST 204.54 FEET TO A POINT; THENCE WITH A CURVE TO THE LEFT WITH AN ARC LENGTH OF 621.73 FEET, WITH A RADIUS OF 926.00 FEET, WITH A CHORD BEARING OF SOUTH 80°05'33" EAST, WITH A CHORD LENGTH OF 610.12 FEET TO A POINT; THENCE NORTH 80°40'22" EAST 81.96 FEET TO A POINT; THENCE SOUTH 01°31'03" WEST 30.02 FEET TO THE POINT AND PLACE OF BEGINNING CONTAINING 1.304 ACRES, 56,819 SQUARE FEET.

OWNER	MAILING ADDRESS	ADDR2	ADDR3
AGSTER, BRIAN AGSTER, MISCHA	387 GRAND HIGHCLERE WAY	APEX NC 27523-9608	
ANNAMRAJU, SPHURTHI BIKKY, RAJESH	317 HAWTHORN WOODS RD	APEX NC 27523-9615	
ANSARI, HASSANA HAMEED KHAN, DANISH NAEEM	313 HAWTHORN WOODS RD	APEX NC 27523-9615	
BALIGA, VASANTH BANTWAL BALIGA, MEENA	3200 DEVON CREST CT	APEX NC 27523-9605	
CUMMINGS, HEATHER CUMMINGS, MICHAEL	391 GRAND HIGHCLERE WAY	APEX NC 27523-9608	
DIEFENBACH, SCOTT PHILIP DIEFENBACH, SHIRLEY MEILER	3208 DEVON CREST CT	APEX NC 27523-9605	
GREENWELL, LINDA P TRUSTEE TRUSTEE OF LINDA J HALE LIVING TRUST	PO BOX 250	TERRELL NC 28682-0250	
HALL, JAMES F HALL, KAVITA K	382 GRAND HIGHCLERE WAY	APEX NC 27523-9608	
HARNEY, KEITH T, PENDORAK, PAMELA	395 GRAND HIGHCLERE WAY	APEX NC 27523-9608	
HELTON, ROBERT D HELTON, LAURA S	1025 BATCHELOR RD	APEX NC 27523-5718	
HILLIARD, DOUGLAS R HILLIARD, DOROTHY A	1029 BATCHELOR RD	APEX NC 27523-5718	
JOHNSON, FREEMAN R	4501 GREEN LEVEL WEST RD	APEX NC 27523-7516	
LAKE CASTLEBERRY OWNERS ASSOCIATION INC	CHARLESTON MANAGEMENT CORPORATION	PO BOX 97243	RALEIGH NC 27624-7243
LAKE CASTLEBERRY OWNERS ASSOCIATION INC	1100 PERIMETER PARK DR STE 112	MORRISVILLE NC 27560-9119	
LEE, GENE TRUSTEE BARTO, AMY E TRUSTEE	386 GRAND HIGHCLERE WAY	APEX NC 27523-9608	
LEE, GREGORY LEE, REGINA	109 TURNSTONE DR	DURHAM NC 27703-8375	
LEKKALA, AMARNATH RAVILLA, PRASUNA	325 HAWTHORN WOODS RD	APEX NC 27523-9615	
MANSANIPALLI, MAHESH KOVURI, SUVIDHA	410 GRAND HIGHCLERE WAY	APEX NC 27523-9609	
MELENDEZ, CARLOS SANTIAGO PAGAN, LOURDES G RAIMUNDI	401 GRAND HIGHCLERE WAY	APEX NC 27523-9609	
MOWLANEJAD, SOPHIA ALEXANDER, JOHN LEE	414 GRAND HIGHCLERE WAY	APEX NC 27523-9609	
NOVELLI, DANILO TRUSTEE NOVELLI, MARIBEL S TRUSTEE	390 GRAND HIGHCLERE WAY	APEX NC 27523-9608	
PARIKH, MAULIK PARIKH, BHAVIKA	405 GRAND HIGHCLERE WAY	APEX NC 27523-9609	
PASUPULATI, SRINIVASA PASUPULATI, DEEPA SRINIVASA RAO	329 HAWTHORN WOODS RD	APEX NC 27523-9615	
POLKA, ESTHER POLKA, JAMES	1017 BATCHELOR RD	APEX NC 27523-5718	
ROBBINS, JONATHAN W ROBBINS, STEPHANIE H	378 GRAND HIGHCLERE WAY	APEX NC 27523-9608	
RUGGIERI, BRITTNEY AMBER RUGGIERI, BRYCE EDWARD	3204 DEVON CREST CT	APEX NC 27523-9605	
SIVAKUMAR, MAHESH VEMULA, SUDHEERA	383 GRAND HIGHCLERE WAY	APEX NC 27523-9608	
SRN PROPERTIES LLC	123 PRESTON GRANDE WAY	MORRISVILLE NC 27560-7073	
VENKATA, SUMANTH KUMAR KOTA KOTA, RAMYA	3212 DEVON CREST CT	APEX NC 27523-9605	
WILLIAMS, ELIZA C	4525 GREEN LEVEL WEST RD	APEX NC 27523-7516	
YADAVA, AMIT KUMAR ANUPAM, CHHAVI	321 HAWTHORN WOODS RD	APEX NC 27523-9615	
CUMMINGS HEATH PHILLIP	315 SEARS PLACE DR	APEX NC 27523	
HILLIARD DOUGLAS R	1029 BATCHELOR RD	APEX NC 27523	
RAGLAND DIANNE SEARS	1576 LUTHER RD	APEX NC 27523	
SEARS BILLY L	1578 LUTHER RD	APEX NC 27523	
WILLIAMS ELIZA C	4525 GREEN LEVEL RD WEST	APEX NC 27523	
APEX TOWN OF	PO BOX 250	APEX NC 27502-0250	
Current Tenant	4425 Green Level West RD	APEX NC 27523	
Current Tenant	313 Hawthorne Woods RD	APEX NC 27523	
Current Tenant	317 Hawthorne Woods RD	APEX NC 27523	
Current Tenant	321 Hawthorne Woods RD	APEX NC 27523	
Current Tenant	325 Hawthorne Woods RD	APEX NC 27523	
Current Tenant	329 Hawthorne Woods RD	APEX NC 27523	
Current Tenant	186 SEARS PLACE DR	APEX NC 27523	
Current Tenant	225 SEARS PLACE DR	APEX NC 27523	
Current Tenant	1479 GREEN LEVEL RD	APEX NC 27524	

# NOTICE OF ELECTRONIC NEIGHBORHOOD MEETING

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

11/08/2021

Date

Dear Neighbor:

You are invited to an electronic neighborhood meeting to review and discuss the development proposal at

4525 Green Level West Rd

P/O 0713943738

Address(es)

PIN(s)

in accordance with the Town of Apex Electronic Neighborhood Meeting procedures. This meeting is intended to be a way for the applicant to discuss the project and review the proposed plans with adjacent neighbors and neighborhood organizations before the submittal of an application to the Town. This provides neighbors an opportunity to raise questions and discuss any concerns about the impacts of the project before it is officially submitted. If you are unable to attend, you may contact the applicant before or after the meeting is held. Once an application has been submitted to the Town, it may be tracked using the [Interactive Development Map](#) or the [Apex Development Report](#) located on the Town of Apex website at [www.apexnc.org](http://www.apexnc.org). If at all feasible given emergency declarations, limits on in-person gatherings, and social distancing, an additional in-person Neighborhood Meeting may be scheduled and held prior to a public hearing or staff decision on the application.

An Electronic Neighborhood Meeting is required because this project includes (check all that apply):

Application Type		Approving Authority
<input checked="" type="checkbox"/>	Rezoning (including Planned Unit Development)	Town Council
<input type="checkbox"/>	Major Site Plan	Town Council (QJPH*)
<input type="checkbox"/>	Special Use Permit	Town Council (QJPH*)
<input type="checkbox"/>	Residential Master Subdivision Plan (excludes exempt subdivisions)	Technical Review Committee (staff)

\*Quasi-Judicial Public Hearing: The Town Council cannot discuss the project prior to the public hearing.

The following is a description of the proposal (also see attached map(s) and/or plan sheet(s)):

This rezoning is to add a 1.3 acre sliver of land along the south side of Green Level West Road to the approved Williams Grove PUD-CZ Rezoning. This is to accommodate the planned realignment of Green Level West in order to flatten the curve in the road.

Estimated submittal date: December 1, 2021

### MEETING INFORMATION:

Property Owner(s) name(s): Eliza C Williams

Applicant(s): Jessie Hardesty

Contact information (email/phone): hardesty@mcadamsco.com | 919.287.0824

Electronic Meeting invitation/call in info: See attached Zoom instructions

Date of meeting\*\*: November 23, 2021

Time of meeting\*\*: 6:00pm-8:00pm

### MEETING AGENDA TIMES:

Welcome: 6:00-6:05 Project Presentation: 6:05-6:15 Question & Answer: 6:15-8:00

\*\*Meetings shall occur between 5:00 p.m.-9:00 p.m. on a Monday through Thursday (excluding Town recognized holidays). If you have questions about the general process for this application, please contact the Planning Department at 919-249-3426. You may also find information about the Apex Planning Department and on-going planning efforts at <http://www.apexnc.org/180/Planning>.

November 8, 2021

**RE: Virtual Neighborhood Meeting – Zoom Instructions**

Dear Property Owner,

We will be hosting a virtual neighborhood meeting via Zoom Webinar. The meeting will be held on November 23, 2021 and begin at 6:00 PM Eastern Time.

- > To attend the meeting via computer, type in the following link in your internet browser:  
<https://mcadamsco.zoom.us/j/87186522864?pwd=Sm8vN29GL04wT1JKaGVtdlk2bVNHdz09>

Passcode: **409240**

- > To attend the meeting via phone, you may dial in by your location:  
US: +1 646 876 9923 or  
+1 301 715 8592 or  
877 853 5247 (Toll Free)

When prompted, enter the Meeting ID: **871 8652 2864**

Sincerely,  
**MCADAMS**

# PROJECT CONTACT INFORMATION

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

## Development Contacts:

Project Name: Williams Grove Zoning: PUD-CZ  
 Location: 4525 Green Level West Rd  
 Property PIN(s): P/O 0713943738 Acreage/Square Feet: 1.304 acres

Property Owner: Eliza C Williams  
 Address: 4525 Green Level West Rd  
 City: Apex State: NC Zip: 27523  
 Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Developer: Alliance Group of NC  
 Address: 7208 Falls of the Neuse Rd Suite 101  
 City: Raleigh State: NC Zip: 27615  
 Phone: 919-239-9486 Fax: \_\_\_\_\_ Email: jacob@alliancegroupnc.com

Engineer: McAdams  
 Address: 2905 Meridian Parkway  
 City: Durham State: NC Zip: 27713  
 Phone: 919-924-3803 Fax: \_\_\_\_\_ Email: probst@mcadamsc.com

Builder (if known): Stanley Martin  
 Address: 4020 Westchase Blvd, Suite 470  
 City: Raleigh State: NC Zip: 27607  
 Phone: 919-977-8760 Fax: \_\_\_\_\_ Email: KetchemBK@stanleymartin.com

**Please note that Town staff will not have complete information about a proposed development until the application is submitted for review. If you have a question about Town development standards and how they relate to the proposed development, please contact the appropriate staff person listed below.**

## Town of Apex Department Contacts

Planning Department Main Number (Provide development name or location to be routed to correct planner)	(919) 249-3426
Parks, Recreation & Cultural Resources Department Angela Reincke, Parks Planner	(919) 249-7468
Public Works - Transportation Russell Dalton, Senior Transportation Engineer	(919) 249-3358
Water Resources Department Jessica Bolin, Senior Engineer (Stormwater, Sedimentation & Erosion Control) Stan Fortier, Senior Engineer (Stormwater, Sedimentation & Erosion Control) James Gregg, Utility Engineer (Water & Sewer)	(919) 249-3537 (919) 249-1166 (919) 249-3324
Electric Utilities Division Rodney Smith, Electric Technical Services Manager	(919) 249-3342

### Providing Input to Town Council:

Each Town Council meeting agenda includes a Public Forum time when anyone is permitted to speak for three (3) minutes on any topic with the exception of items listed as Public Hearings for that meeting. The Town Council meets on the 1<sup>st</sup> and 3<sup>rd</sup> Tuesdays of each month at 6:00 p.m. (except for holidays, see schedule of meetings at <http://www.apexnc.org/838/Agendas-Minutes>). You may also contact Town Council by e-mail at [AllCouncil@apexnc.org](mailto:AllCouncil@apexnc.org).

### Private Agreements and Easement Negotiation:

The Town of Apex cannot enforce private agreements between developers and neighbors and is not a party to the easement and right-of-way negotiation that occurs between developers and neighboring property owners for easements or rights-of-way that are necessary to build the project.

It is recommended that all private agreements be made in writing and that if a property owner feels it necessary, they should obtain private legal counsel in order to protect their interests in both private agreements and during easement negotiations. The only conditions that the Town of Apex can enforce are those conditions that are made a part of the conditional zoning of the property by agreement of the developer and the Town.

As an example, if a developer offers to build a fence for a neighbor to mitigate some impact, the Town can only enforce the construction of the fence if the fence becomes a condition of the rezoning. This would occur by the developer offering the condition as part of their conditional zoning application package or at the Town Council public hearing on the conditional zoning and the Town accepting it as a condition. Private agreements regarding a fence being constructed will not be enforced by the Town.

To request that any agreement with a developer is made a part of the conditional zoning at the time of approval, you may ask at the Town Council public hearing if the agreement is included in the conditions. If it is not, you may request that the Town Council not approve the rezoning without the agreement being included in the conditions (note that it is up to Town Council whether to approve or deny the rezoning but they cannot impose conditions that the applicant does not agree to add). The developer's proposed conditions can be viewed any time after a rezoning is submitted on the Interactive Development Map at: <http://apexnc.maps.arcgis.com/apps/OnePane/basicviewer/index.html?appid=fa9ba2017b784030b15ef4da27d9e795>

### Documentation:

Neighbors to a requested new development and/or rezoning are strongly encouraged to fully document (such as through dated photographs) the condition of their property before any work is initiated for the new development. Stormwater controls installed on developed property are not designed to and will likely not remove 100% of the soil particles transported by stormwater runoff. As a result, creeks and ponds could become cloudy for a period of time after rain events.

# COMMON CONSTRUCTION ISSUES & WHO TO CALL

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

**Noise & Hours of Construction: Non-Emergency Police 919-362-8661**

Noise from tree removal, grading, excavating, paving, and building structures is a routine part of the construction process. The Town generally limits construction hours from 7:00 a.m. to 8:30 p.m. so that there are quiet times even during the construction process. Note that construction outside of these hours is allowed with special permission from the Town when it makes more sense to have the construction occur at night, often to avoid traffic issues. In addition, the Town limits hours of blasting rock to Monday through Friday from 8:00 a.m. to 5:00 p.m. Report violations of construction hours and other noise complaints to the Non-Emergency Police phone number at 919-362-8661.

**Construction Traffic: James Misciagno 919-372-7470**

Construction truck traffic will be heavy throughout the development process, including but not limited to removal of trees from site, loads of dirt coming in and/or out of the site, construction materials such as brick and wood brought to the site, asphalt and concrete trucks come in to pave, etc. The Town requires a construction entrance that is graveled to try to prevent as much dirt from leaving the site as possible. If dirt does get into the road, the Town can require they clean the street (see "Dirt in the Road" below).

**Road Damage & Traffic Control: Water Resources – Infrastructure Inspections 919-362-8166**

There can be issues with roadway damage, roadway improvements, and traffic control. Potholes, rutting, inadequate lanes/signing/stripping, poor traffic control, blocked sidewalks/paths are all common issues that should be reported to Water Resources – Infrastructure Inspections at 919-249-3427. The Town will get NCDOT involved if needed.

**Parking Violations: Non-Emergency Police 919-362-8661**

Unless a neighbor gives permission, there should be no construction parking in neighbors' driveways or on their property. Note that parking in the right-of-way is allowed, but Town regulations prohibit parking within 15 feet of driveways so as not to block sight triangles. Trespassing and parking complaints should be reported to the Non-Emergency Police phone number at 919-362-8661.

**Dirt in the Road: James Misciagno 919-372-7470**

Sediment (dirt) and mud gets into the existing roads due to rain events and/or vehicle traffic. These incidents should be reported to James Misciagno. He will coordinate the cleaning of the roadways with the developer.

**Dirt on Properties or in Streams: James Misciagno 919-372-7470  
Danny Smith [Danny.Smith@ncdenr.gov](mailto:Danny.Smith@ncdenr.gov)**

Sediment (dirt) can leave the site and get onto adjacent properties or into streams and stream buffers; it is typically transported off-site by rain events. These incidents should be reported to James Misciagno at 919-372-7470 so that he can coordinate the appropriate repairs with the developer. Impacts to the streams and stream buffers should also be reported to Danny Smith ([danny.smith@ncdenr.gov](mailto:danny.smith@ncdenr.gov)) with the State.

**Dust: James Misciagno 919-372-7470**

During dry weather dust often becomes a problem blowing into existing neighborhoods or roadways. These incidents should be reported to James Misciagno at 919-372-7470 so that he can coordinate the use of water trucks onsite with the grading contractor to help control the dust.

**Trash: James Misciagno 919-372-7470**

Excessive garbage and construction debris can blow around on a site or even off of the site. These incidents should be reported to James Misciagno at 919-372-7470. He will coordinate the cleanup and trash collection with the developer/home builder.

**Temporary Sediment Basins: James Misciagno 919-372-7470**

Temporary sediment basins during construction (prior to the conversion to the final stormwater pond) are often quite unattractive. Concerns should be reported to James Misciagno at 919-372-7470 so that he can coordinate the cleaning and/or mowing of the slopes and bottom of the pond with the developer.

**Stormwater Control Measures: Jessica Bolin 919-249-3537**

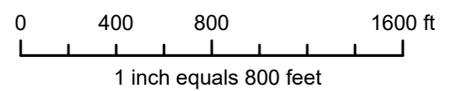
Post-construction concerns related to Stormwater Control Measures (typically a stormwater pond) such as conversion and long-term maintenance should be reported to Mike Deaton at 919-249-3413.

**Electric Utility Installation: Rodney Smith 919-249-3342**

Concerns with electric utility installation can be addressed by the Apex Electric Utilities Department. Contact Rodney Smith at 919-249-3342.

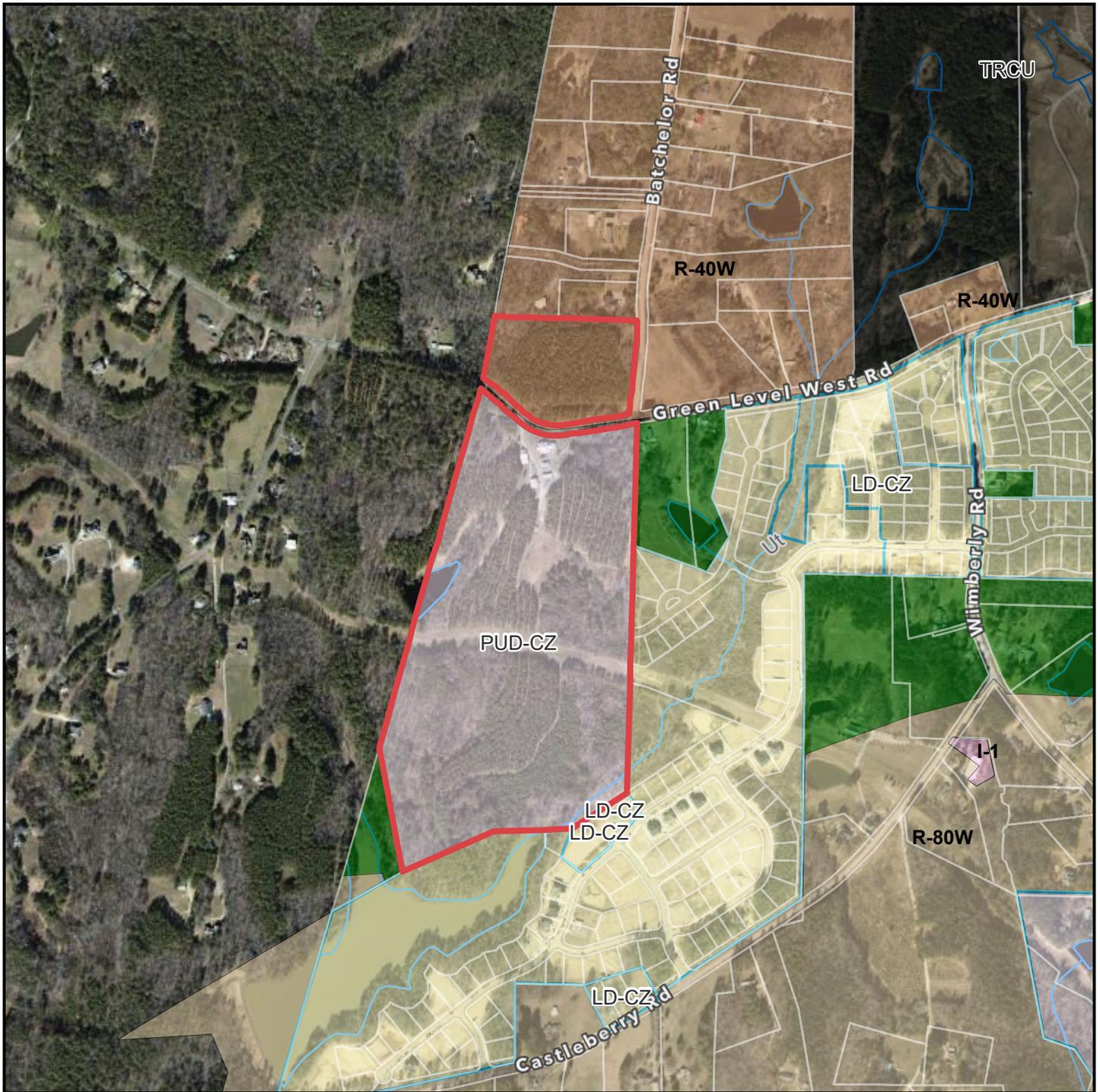


Vicinity Map

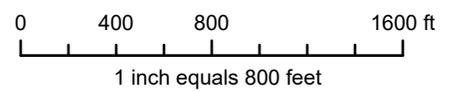


**Disclaimer**

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

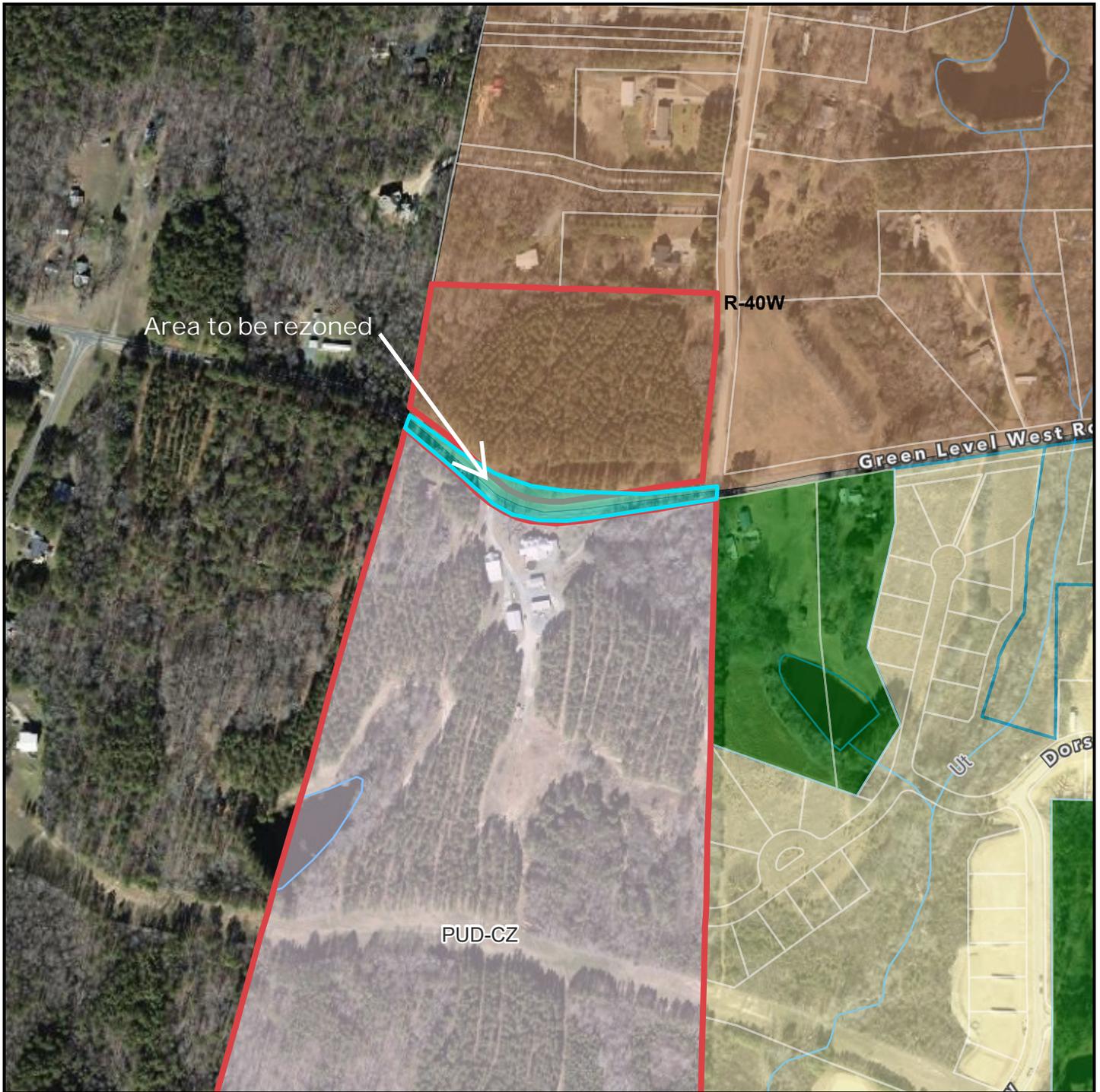


**Zoning Map**

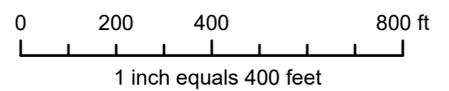


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**Rezoning Map**



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# ELECTRONIC NEIGHBORHOOD MEETING ATTENDANCE SHEET

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

Meeting Format: Zoom  
 Date of meeting: November 23, 2021 Time of meeting: 6:00pm-8:00pm  
 Property Owner(s) name(s): Stanley Martin Homes, LLC  
 Applicant(s): McAdams

Please list Electronic Neighborhood Meeting Attendees who provided their name and/or contact information either during the meeting or via phone/email before or after the meeting.

	NAME/ORGANIZATION	ADDRESS	PHONE #	EMAIL	SEND PLANS & UPDATES
1.	No attendees				
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					

Use additional sheets, if necessary.

# SUMMARY OF DISCUSSION FROM THE ELECTRONIC NEIGHBORHOOD MEETING

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

Property Owner(s) name(s): Stanley Martin Homes, LLC

Applicant(s): McAdams

Contact information (email/phone): 919.287.0824 / hardesty@mcadamsco.com

Meeting Format: Zoom

Date of meeting: November 23, 2021 Time of meeting: 6:00pm-8:00pm

Please summarize the questions/comments and your response from the Electronic Neighborhood Meeting in the spaces below (attach additional sheets, if necessary). Please state if/how the project has been modified in response to any concerns. The response should not be "Noted" or "No Response". There has to be documentation of what consideration the neighbor's concern was given and justification for why no change was deemed warranted.

Question/Concern #1:

There were no neighbors in attendance. The meeting remained open the full two hours, however no attendees joined.

Applicant's Response:

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Question/Concern #2:

Applicant's Response:

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Question/Concern #3:

Applicant's Response:

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Question/Concern #4:

Applicant's Response:

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# AFFIDAVIT OF CONDUCTING AN ELECTRONIC NEIGHBORHOOD MEETING AND ISSUES/RESPONSES SUBMITTAL

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

I, Jessie Hardesty, do hereby declare as follows:  
Print Name

1. I have conducted an Electronic Neighborhood Meeting for the proposed Rezoning, Major Site Plan, Residential Master Subdivision Plan, or Special Use Permit in accordance with UDO Sec. 2.2.7 *Neighborhood Meeting*.
2. The meeting invitations were mailed to the Apex Planning Department, all property owners within 300 feet of the subject property and any neighborhood association that represents citizens in the area via first class mail a minimum of 10 days in advance of the Electronic Neighborhood Meeting.
3. The meeting was conducted via Zoom (indicate format of meeting) on November 23, 2021 (date) from 6pm (start time) to 8pm (end time).
4. I have included the mailing list, meeting invitation, attendance sheet issue/response summary, and zoning map/reduced plans with the application.
5. I have prepared these materials in good faith and to the best of my ability.

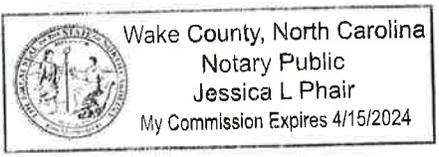
11/24/2021  
Date

By: Jessie Hardesty

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

Sworn and subscribed before me, Jessica L Phair, a Notary Public for the above State and County, on this the 24<sup>th</sup> day of November, 20 21.

SEAL



Jessica L Phair  
Notary Public  
Jessica L Phair  
Print Name

My Commission Expires: 4/15/24

# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: February 8, 2022

## Item Details

Presenter(s): Samantha Ewens, Building Plans Supervisor and Jenna Shouse, Senior Long Range Planner

Department(s): Building Inspections & Permits and Planning & Community Development

### Requested Motion

Motion to adopt a fee schedule for the Electric Vehicle Parking Permit.

### Approval Recommended?

The Building Inspections & Permits Department and the Planning & Community Development Department recommend approval of the proposed fee schedule.

### Item Details

The purpose of this motion is to approve a fee schedule for the Electric Vehicle Parking Permit that includes a \$100 Plan Review fee and a \$75 Electric Vehicle Parking Permit fee. This is consistent with the fee schedule for the Single Trade Electrical fee and the Plan Review Fee. Staff propose to waive the plan review and permit fees for any electric vehicle chargers at existing development. The purpose of this fee waiver is to incentivize existing development to provide electric vehicle chargers.

### Attachments

- Town of Apex Proposed Fee Schedule





## Town of Apex, North Carolina

### Fee Schedule - Effective 7/1/2021 (Updated 2/8/2022)

Schedule subject to change upon approval by Town Council

TAXES & FEES			
Tax Rate	\$ 0.39/\$100 valuation of property	Vehicle Fee (pursuant to NCGS 20-97 (b1)	\$30/ vehicle
DOCUMENT / COPY FEES			
Copying up to 11" x 17" (black and white)	\$0.10/ sheet	Document Recording / E-Recording	At cost
Copying and maps up to 11" x 17" (color)	\$0.40/ sheet	3 ring or spiral bound documents/plans	\$35
Copying larger than 11" x 17" (black and white)	\$5/ sheet	Unified Development Ordinance	\$40
Copying larger than 11" x 17" (color)	\$20/ sheet	Design and Development Manual	\$15
Printed 24" x 36"	\$20/ sheet	DVD Copy	\$0.50/ disc
Printed 36" x 48" maps	\$40/ sheet		

## Development Fees

PUBLIC RIGHT-OF-WAY CLOSURE			
<i>Submit request and fees to Administration</i>			
Right-of-Way Closure Application Fee	\$100	Right-of-Way Closure Processing Fee	\$600
Due with request/application/non-refundable		Due prior to Council considering request; refundable if request is withdrawn prior to advertising.	
DEVELOPMENT SUBMITTAL FEES			
<i>For Zoning/Subdivision/Site Activity - Calculated and collected by the Planning Department</i>			
Administrative Adjustment	\$150	Sign, Master Plan	\$150
Administrative Approval (Small Town Character Overlay)	No Charge	Sign, Permanent	\$75+\$5/add'l sign
Annexation Petition	\$200	Sign, Temporary	\$25
Appeal (Board of Adjustment)	\$650	Site Inspections (Non-residential lot) <sub>2</sub>	\$500
		Site Inspections (Residential lot) <sub>3</sub>	\$35
Certificate of Zoning Compliance (CZC) <sub>1</sub>	\$100	Site Plan, Major	\$1100+\$5/acre
Consultant Fees	As required	Site Plan, Minor	\$800
Development Name Change	\$500	Special Use Permit	\$700
Exempt Site Plan – enlargement of a structure	\$250	Temporary Use Permits (Non - Event):	\$100
Exempt Site Plan – all other exempt site plans	\$150	Temporary Use Permits (Event):	
Home Occupation	\$50	For Profit \$50	For Profit Express Review \$75
Late Fee – Site Plans/Master Subdivision Plan/PUD/Rezoning/Conditional Zoning (and resubmittals)	\$300	Non-Profit \$0	Non-Profit Express Review \$25
Master Subdivision Plans Residential & Non-Residential	\$750 + \$10/lot	Text Amendments (UDO)	\$600
Planned Unit Development (PUD-CZ)	\$1600+\$10/acre	Transportation Impact Analysis Review <sub>4</sub>	
PUD-CZ not requiring full TRC Review	\$600	Sites & Subdivisions \$500	PUD \$1000
Plat, Easement & Exempt	\$200	Revised Sites & Subdivisions \$250	PUD \$500
Plat, Master Subdivision Final	\$300 + \$10/lot	Tree Protection Fencing Inspection (Site Plan):	
Plat, Recombination	\$200	- less than 2 acres: \$50	- 2-15 acres: \$75
Plat, Site Plan Final	\$300	-15 up to 25 acres: \$150	-25+ acre: \$200
Pond Drainage Plan	\$500	Tree Protection Fencing Inspection (Master Subdivision Plan):	
Quasi-Judicial Public Hearing- Town Council Only	\$500	- up to 15 acres: \$75	- 15-50 acres: \$150
Re-submittal Fees – Site Plans: 3 <sup>rd</sup> submittal; Master Subdivision Plans; 4 <sup>th</sup> submittal	1/2 Original Fee	- 51+ acres: \$300	
Rezoning/Conditional Zoning	\$700/\$1000	Tree Removal Plan	\$500
Sustainable Development Conditional Zoning (SD-CZ)	\$1600+\$10/acre	Variance Permit	\$650
		Zoning Verification Letter	\$125

1. No charge for the first tenant in a new building 2. Charged at Site Plan Final Plat 3. Charged at permit 4. Projects inactive for one year require new TIA and full submittal fee

RECREATION FEES <sub>1</sub>			
<i>For New Residential Developments Assessed after 1/1/2022 - Collected by the Planning Department</i>			
Housing Type	Fee Per Unit	Acreage Per Unit	Decimal Multiplier
Single Family Detached	\$3,753.89	1/30 acre	0.0333
Single Family Attached	\$2,528.25	1/45 acre	0.0223
Multi-Family Attached	\$2,226.05	1/51 acre	0.01964
Existing Town ordinances require either the dedication of open space for public recreation or the payment of a fee in lieu per unit. The requirement regarding land dedication or fee in lieu will be based, in large part, on the Town's adopted Parks, Recreation, Greenways, and Open Space Master Plan. Recommendations regarding the acceptance of land or fee in lieu are made to the Town Council by the Parks, Recreation, and Cultural Resources Advisory Commission. 1. Annually on January 1, the fee amount shall be automatically adjusted in accordance with UDO §14.7.1(B).			

<b>ENCROACHMENT AGREEMENT</b>			
<i>Submit to Development Services</i>			
Encroachment agreement preparation and recording			\$250 + eRecording Fee at Cost
<b>CONSTRUCTION FEES/BONDS</b>			
<i>Calculated and collected by Development Services</i>			
Bond Administration Fee:	- Cash/check: \$100	- Surety Bond/Letter of Credit \$300	- Reduction/Amendment \$100
Fee in Lieu Administration Fee:	\$100		
Construction Plan Submittal Fees (Subdivisions)			\$600 + \$10/Lot
Construction Plan Submittal Fees (Sites, Utility Extensions, etc.)			\$600 + \$15/Sheet
Re-submittal Fees – Construction Plans (3 <sup>rd</sup> submittal and every other subsequent submittal (3 <sup>rd</sup> , 5 <sup>th</sup> , 7 <sup>th</sup> , etc.)			½ Original Fee
Late Fee – Construction Plan Submittal and Resubmittal			\$300
Construction Plan Revisions (after initial approval)			\$75/sheet
Water Extension Permit Application			\$200
Sewer Extension Permit Application			\$480
Water and/or Sewer Extension Permit Amendment			\$100 / each
Infrastructure Extension Record Drawing Review (1 <sup>st</sup> & 2 <sup>nd</sup> reviews)			\$200
Infrastructure Extension Record Drawing Review (3 <sup>rd</sup> , 5 <sup>th</sup> , 7 <sup>th</sup> , etc. reviews)			\$100
Infrastructure Extension Record Drawing Review (after initial approval/field changes)			\$100
<b>Construction Inspection Fees:</b>			
Water Lines	\$1.50 per linear foot	Fire Lanes	\$1.75 per linear foot
Sewer Lines	\$1.50 per linear foot	Sidewalks/Greenways	\$1.50 per linear foot
New Streets (public)	\$1.75 per linear foot per lane	Infill/Outparcel Lots	\$350 per lot
Curb & Gutter (All New/ replaced public)	\$0.50 per linear foot	Driveway, residential	Per Building Permit Schedule
Storm Drains (public)	\$1.50 per linear foot	Driveway, not ready	Per Building Permit Schedule
Pump Station Review and Inspection	\$2,500 each	Driveway, reinspection	Per Building Permit Schedule
Warranty Bonds	25% of cost of installed and approved Infrastructure		
Performance Bonds	125% of cost of uninstalled Improvements		
<i>*Repairs to damages water/sewer lines caused by construction shall be billed to the responsible party and include the cost of materials + 10% and current equipment and labor rates.</i>			

<b>STORMWATER PLAN REVIEW FEES/BONDS</b>	
<i>Submit to Development Services</i>	
Project Size (disturbed acres)	Stormwater Plan Review Fee
< 1 acre	\$-0-
1 - 5 acres	\$500
5 - 50 acres	\$500 + \$50 per additional disturbed acre
<small>\$500 base review fee for projects disturbing up to 5 acres. Add \$50 per additional disturbed acre beyond 5 acres. Development projects that disturb less than 1 acre of land are <u>not</u> subject to the stormwater plan review fees since they are exempt from stormwater controls. The stormwater plan review fee will be limited to a maximum of 50 acres.</small>	
SCM Maintenance Bond	25% of cost of installed and approved Infrastructure
SCM Performance Bond	125% of cost of uninstalled Improvements
SCM As-Built Review Fee:	\$200 per SCM

<b>SOIL AND EROSION CONTROL FEES/GUARANTEES</b>	
<i>Submit to Development Services</i>	
Application for S&E Plan Approval	\$500 per disturbed acre
Future Lot Grading*	\$50 per acre of remaining building lot acreage
S&E Performance Guarantee**	\$2,500 per disturbed acre
<small>*The future lot grading fee provides coverage under an erosion control permit and ensures compliance with NPDES stormwater regulations. Only the additional land disturbance associated with future building lots needs to be included.</small>	
<small>**Performance guarantee must be in the form of a certified check, cash, or irrevocable letter of credit approved by the Town. The performance guarantee is due prior to the Town issuing a Letter of S&amp;E Plan Approval and may be fully refunded after the issuance of the certificate of completion.</small>	

**COMMERCIAL BUILDING PERMIT FEES**

Calculated and collected by Building Inspections and Permitting

**NEW STRUCTURES, ADDITIONS AND ALTERATIONS (Base Fee) 1,2,3**

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

A=Total Gross Building Floor Area B= Fee Per Square Foot Based Upon Occupancy

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

**MISCELLANEOUS FEES**

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

**PLAN REVIEW FEES (Non-refundable)**

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

**EXPRESS PLAN REVIEW (2 hr. min) \***

First Hour	\$1,000
Each additional 15 minutes	\$250
Cancellation Fee (3 days prior notice)	\$200

**ADMINISTRATIVE FEES**

Duplicate Building Record Card	\$10
General Records Research, Archive Files	\$3/ page
General Records Research, Current Files over 10 pages	\$0.50/ page

\*when service is available

**INSPECTION FEES**

Water Resources Certificate of Occupancy - Water/Sewer Final	\$100	Job not ready for inspection or installation of tap, meter, etc.	\$150
Standard re-inspection fee (Building, Electrical, Mechanical, Plumbing, Driveway, Water, and/or Sewer)	\$75	Cancelled Inspection fee (not cancelled by 8:00 am of led day)	\$75

Previous violations not corrected (all trades)	\$150	
<b>ONE AND TWO FAMILY DWELLING PERMIT FEES</b>		
<i>Calculated and collected by Building Inspections and Permitting</i>		
<b>NEW STRUCTURES (Single Family/Duplex/Townhomes)</b>	<b>\$/SQ.FT</b>	<b>MIN/ \$/UNIT</b>
3,000 Gross SF and Less	0.35	\$500
>3,000 Gross SF:(3000SFx \$0.35/SF)+(Additional SF x \$0.35/SF x.75) = Permit Fee	Per Formula	
<b>ADDITIONS /ALTERATIONS 800 SQUARE FEET AND GREATER</b>		<b>ADDITIONS /ALTERATION LESS THAN 800 SQUARE FEET</b>
	<b>\$/SQ.FT</b>	<b>MIN/ \$/UNIT</b>
Building	\$0.19	\$150
Electrical	\$0.09	\$75
Plumbing	\$0.09	\$75
Mechanical	\$0.09	\$75
		<b>MIN/ \$/UNIT</b>
Building		\$150
Electrical		\$75
Plumbing		\$75
Mechanical		\$75
<b>ACCESSORY STRUCTURES</b>	<b>MIN/ \$/UNIT</b>	<b>SINGLE TRADE FEE SCHEDULE</b>
Decks, Sheds, Roof Additions & Detached Garages, 400 sq. ft. or less	\$75	Building \$150
Decks, Sheds, Roof Additions & Detached Garages > 400 sq. ft.	\$150	Electrical \$75
Trellis (Attached to a structure)	\$40	Mechanical \$75
Retaining Wall Plan Review	\$100	Plumbing (fire included) \$75
Retaining Wall	\$1 per linear foot	Grading \$75
<b>MISCELLANEOUS</b>		
Change of General Contractor	\$50	
Change of Lot	\$50	
Construction Trailer	Per Single Trade Fee Schedule	
Demolition (All Trades)	\$150	
Driveway	\$100 / lot	
House Moved	\$375	
Irrigation	See Irrigation Meters (pg 5) + Capital Reimbursement Fees (pg 6)	
Mobile Home (All Trades)	\$150	
Modular Home (All Trades)	\$375	
Solar PV System	No Fee	
Stop Work Order	\$150 (May Require Extra Trip Fee)	
Temporary Power (Town of Apex Only)	\$125	
Work Without Permit	Double Permit Fees	
Expired Permit	½ Cost of Original Permit Fee	
<b>PLAN REVIEW FEES (Non-refundable)</b>		
Initial Fee For New Single Family and Townhome Construction (Not applied to cost of permit)	\$110	
Initial Fee All Other Construction (Not applied toward cost of permit)	\$100	
Plan Modification Fee (Not applied toward cost of permit)	½ Review Fee of affected trades	
Re-review Fee (Not applied toward cost of permit)	½ Review Fee @ 3 <sup>rd</sup> , 5 <sup>th</sup> , 7 <sup>th</sup> , etc.	
Re-stamp Plans	\$60	
<b>ADMINISTRATIVE FEES</b>		
Duplicate Building Record Card	\$10	
General Records Research, Current Files Over 10 Pages	\$0.50/ page	
General Records Research, Archive Files	\$3/ page	
<b>INSPECTION FEES</b>		
Water Resources Certificate of Occupancy - Water/Sewer Final	\$100	
Standard re-inspection fee (Building, Electrical, Mechanical, Plumbing, Water, and/or Sewer)	\$75	
Job not ready for inspection or installation of tap, meter, etc.	\$150	
Previous Building, Electrical, Mechanical, Plumbing violations not corrected	\$150	
<b>EXPRESS PLAN REVIEW (2 HOUR MINIMUM) – When service is available</b>		
First Hour	\$600 + \$150 each additional 15 minutes	
Cancellation Fee without (3 days prior notice)	\$200	

**ELECTRICAL UNDERGROUND AND SERVICE LATERAL FEES**

*Calculated by the Electric Department*

<b>Primary Facilities:</b> <i>Collected by Electric Department</i> <b>Based on cost difference of normal overhead facilities and the requested underground facilities.</b>		<b>Service Laterals:</b> <i>Collected by Building Inspections Permitting</i> <b>Charges are for the first 100 feet of service length. An excess footage charge, if applicable, is billed separately by the Electric Utilities Division at \$4.25/foot over 100 feet.</b>	
Single-Family	\$490/ lot	Single-Family	\$521.85/ service lateral
Townhomes	\$490/ unit	Townhomes	\$521.85/ service lateral
Apartments	\$490 point of delivery	Apartments are typically served with multiple meter bases at approved locations; service laterals are usually installed in conjunction with the primary facilities and service lateral charges do not apply.	

**WATER TAPS AND METER FEES\*\***

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

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

Size	Base Cost	Add Bore	Add Street Cut	Meter Only*
¾ inch	\$2,000	\$550	\$800	\$215
1 inch	\$2,200	\$550	\$800	\$325
1 ½ inch	N/A	N/A	N/A	\$650
2 inch	N/A	N/A	N/A	\$830
3 inch	N/A	N/A	N/A	\$3,255
4 inch	N/A	N/A	N/A	\$4,265

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

**SEWER TAPS\*\***

Size	Base Cost	Add Bore	Add Street Cut
4 inch	\$2,100	Not available	\$ 800

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

**WATER BACTERIOLOGICAL SAMPLE FEE**

Samples collected by Water Resources Department. Fees collected by Development Services	\$75
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**SEWER AND STORMWATER RE-INSPECTION FEES**

*Submit to Water Resources Department*

Sewer and Storm drain re-inspection fee	\$325 remobilization fee plus \$0.25 per linear foot over 1000'
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**IRRIGATION METERS**

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

	Single-Family Residential (Includes duplex and townhomes)	Multi-Family and Commercial
<b>Permit Fee</b>	\$75	\$75
<b>Meter Fee</b>	Based on meter size; see "Water Meter Fees" (page 6)	Based on meter size; see "Water Meter Fees," (page 6)
<b>Meter Tap</b>	\$800.00 (See condition 7 below)	See condition 6 below
<b>Capital Reimbursement Fees</b>	Based on meter size; see "Capital Reimbursement Fees" (page 6)	Based on meter size; see "Capital Reimbursement Fees" (page 6)

**Conditions:**

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

**WATER AND SEWER CAPITAL REIMBURSEMENT FEES**

*Calculated and collected by Inspections and Permitting & Planning*

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

Meter Size (inches)	Water Fee	Sewer Fee	Total Fees
3/4	\$1,783	\$3,675	\$5,458
1	\$2,972	\$6,124	\$9,096
1.5	\$5,943	\$12,249	\$18,192
2	\$9,509	\$19,598	\$29,107
3	\$19,019	\$39,195	\$58,214
4	\$29,717	\$61,243	\$90,960
6	\$59,433	\$122,486	\$181,919
8	\$95,093	\$195,977	\$291,070
10	\$249,620	\$514,439	\$764,059
12	\$314,997	\$649,173	\$964,170

**Utility Rates & Fees**

**CUSTOMER DEPOSITS**

Residential Electric Deposit	\$200	Commercial Deposit	2 times monthly average for service location or minimum of \$200*
Residential Water Deposit	\$50		

*\*NCGS 160A-314 (a); North Carolina Utilities Commission Guidelines: R8-33*

**FEES**

Application / Service Initiation Fee	\$15	Pretreatment Program Charges	
Returned Check / Draft Fee	\$25	- Permitted Flow (per 1,000 gallons)	\$0.33
Non-Payment Service Fee	\$25	Surcharge Rates (quarterly)	
After Hours Service Fee	\$75	- BOD	\$0.278 per lb.
Late fee for charges unpaid by the due date	1% of unpaid balance	- COD	\$0.278 per lb.
Extension fee	\$0	- TSS	\$0.051 per lb.
Reconnect Disconnected Meter	\$25	Analytical Testing Charges	
Backflow Testing	At cost	- BOD	\$20
Meter Testing Fees		- TSS	\$12
- Meter Test Fee (one test per year at no cost; additional reads are charged only if the meter read is correct)	\$50	- Ammonia	\$12
- Meter Test (under 2 inch meter)	\$50	- COD	\$20
- Meter Test ( 2+ inch meter)	At cost + 10 %	- Cyanide	\$25
Damaged Water Meter*	\$53 + cost of meter	- Oil & Grease	\$30
Damaged ERT Holder Replacement Fee*	\$16.25	- Total Phosphorus	\$16
Pedestal Replacement (Electric)	\$149 + cost of pedestal	- Total Nitrogen	\$40
Septic Tank Pump Fee (per 1991 annexation agreements; only available in certain locations)	At cost	- Arsenic, Cadmium, Chromium, Copper, Lead, Mercury, Molybdenum, Nickel, Selenium, Silver, Zinc	\$13 each

*\* fees would only be applied to active building permits that require a replacement meter, ERT holder or pedestal due to contractor damage*

**SOLID WASTE FEES**

Yard Waste Collection	\$7.83/ month	Dumpster Service	
Residential Roll-Out Cart	\$8.94/ month	- 4 CY Dumpster	\$131.40/ month
Commercial Roll-Out Cart	\$18.75/ month	- 6 CY Dumpster	\$155.46/ month
Recycling (Per Bin or Cart)	\$4.98/ month	- 8 CY Dumpster	\$177.64/ month
Bulk items	\$11/ each	Bulk Items - Half Load	\$22
White Goods	\$18/ each	Bulk Items - Full Load	\$40

**STREET SIGN FEES**

Replacement sign costs			
- Street sign only (1 blade)	\$37	- Street sign replacement + install	\$152
- Street sign only (2 blades)	\$74	- Stop sign replacement + install	\$105.75
- Stop Sign only	\$28	- Street / Stop sign combination + install	\$180

*\* Original installation of all safety, regulatory, and street signs is the responsibility of the developer prior to plat.*

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

WATER & SEWER RATES			
Water Rates		Inside Town Limits	Outside Town Limits
<b>Water Base Charge</b>		\$5.54	\$11.08
<b>Water Volumetric Rates (per 1,000 gallons)</b>			
Commercial		\$4.19	\$8.38
Residential	Tier 1: 0 - 6,000 gal	\$4.19	\$8.38
	Tier 2: 6,001 - 12,000 gal	\$4.82	\$9.64
	Tier 3: > 12,000 gal	\$6.49	\$12.98
<b>Wholesale Water Base Charge</b>	\$5.45	<b>Wholesale Water Volumetric Rates (per 1,000 gallons)</b> \$4.09	
Sewer Rates		Inside Town Limits	Outside Town Limits
<b>Sewer Base Charge</b>		\$10.04	\$20.08
<b>Sewer Volumetric Rates (per 1,000 gallons)</b>			
Commercial & Residential		\$7.17	\$14.34
Colvin Park/White Oak *		\$12.55	N/A
*Per the Alternative Sewer Agreement, "the Apex special published rate shall be based on the Cary published residential rate per thousand gallons plus an Apex charge of \$2 per thousand gallons."			
<b>Wholesale Sewer Base Charge</b>	\$9.00	<b>Wholesale Sewer Volumetric Rates (per 1,000 gallons)</b> \$6.05	
<b>Flat Rate Sewer</b>	\$35.00/ month		
Irrigation Rates		Inside Town Limits	Outside Town Limits
<b>Irrigation Base Charge</b>		\$5.54	\$5.54
<b>Irrigation Volumetric Rates (per 1,000 gallons)</b>		\$6.49	\$12.98
Bulk Water			
Hook Up Fee (per connection)	\$12	Hydrant meter	
Volumetric Rates (per 1,000 gallons)	\$7.20	- Set up / Relocate / Pickup	\$50/ event
		- Rental Fee	\$12/ day
		- Hydrant Meter replacement and/or repair	At cost + 10%

ELECTRIC RATES				
Service	Base Charge	Energy Charge (per kWh)		
		Nov.-June (0-800)	Nov.-June (Over 800)	July-Oct. (All)
Residential	\$15.05	\$0.1029	\$0.0993	\$0.1029
Service	Base Charge	Energy Charge (per kWh) ALL		
Small General Service	\$22.07	\$0.0985		
Service	Base Charge	Energy Charge (per kW)		
Residential-Time of Use-TOU	\$15.57	On Peak	Off Peak	
		\$0.2700	\$0.0636	
Small General Service-TOU	\$22.07	\$0.1532	\$0.0623	
Service	Base Charge	Energy Charge (per kWh) ALL	Demand Charge (per kW) ALL	
Medium General Service	\$75.28	\$0.0769	\$6.75	
Medium General Service-TOU	\$75.28	\$0.0727	\$10.05	
Large General Service	\$124.60	\$0.0630	\$9.34	
Large General Service-TOU	\$124.60	\$0.0620	\$9.86	
Service	Base Charge	Energy Charge (per kWh) ALL	Demand Charge (per kW)	
Large General Service-Coincident Peak	\$311.51	\$0.0478	All Coincident Demand	All Excess Demand
			\$20.18	\$2.59

**ELECTRIC RATES**

**Outdoor Lighting**

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

Sodium Vapor Units*	Wattage	Monthly Charge	Monthly kWh
5,800 lumen-semi	70	\$8.230/ Fixture	29/ Fixture
9,500 lumen-semi	100	\$9.15/ Fixture	46/ Fixture
9,500 lumen-enclosed/post/ flood	100	\$10.42/ Fixture	46/ Fixture
27,500 lumen-enclosed	250	\$18.67/ Fixture	99/ Fixture
27,500 lumen flood	250	\$19.86/ Fixture	109/ Fixture
50,000 lumen-enclosed	400	\$25.17/ Fixture	152/ Fixture
50,000 lumen flood	400	\$27.55/ Fixture	168/ Fixture

<b>LED Units</b>			
Acom Fixture	51	\$14.90/ Fixture	29/ Fixture
Shoebox – 1	61	\$11.53/ Fixture	29/ Fixture
Shoebox – 2	151	\$18.02/ Fixture	29/ Fixture
Area Light	51	\$8.15/ Fixture	29/ Fixture
Cobrahead – 1	51	\$9.88/ Fixture	29/ Fixture
Cobrahead – 2	151	\$17.40/ Fixture	29/ Fixture
Lantern – 1 w/ Lens	51	\$14.55/ Fixture	29/ Fixture
Lantern – 2 w/o Lens	51	\$14.43/ Fixture	29/ Fixture

<b>Special Contract Lights</b> <i>(residential dedicated public streets outside corporate limits)</i>	Monthly charge	Special Area Lighting Pole	Monthly Charge
100 watt HPS enclosed luminaire on approved wood pole	\$2.29/ customer	Wood	\$ 2.51/ pole
Fiberglass pole or post w/ approved 100 watt HPS luminaire	\$2.93/ customer	Metal, fiberglass or post Decorative square metal	\$ 3.51/ pole \$13.01/ pole

**Non-standard Premium Lighting Service** The following charges are in addition to Standard Lighting Service Basic Rate identified above.

Premium Lighting Fixtures	Monthly charge	Premium Posts / Brackets	Monthly charge
Prismatic series classic or colony top	\$3.63/ Fixture	Decorative shroud w/ standard fiberglass post	\$11.74/ post
Prismatic series classic or colony top w/ crown & rib	\$4.36/ Fixture	Fluted direct bury post	\$18.53/ post
Vandermore series w/o spikes	\$2.42/ Fixture	Premium Twin mounting bracket	\$4.84/ bracket

\*Maintenance only; no new installs

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

**Additional Facilities**

- Multiple area lighting fixtures may be installed per pole subject to town review and approval. The monthly charge for each additional fixture will be the charge in accordance with the Monthly Rate for that fixture.
- For distribution transformer and/or primary conductor extension, 2% of the estimated installed cost of the excess circuit.
- For an underground circuit in excess of 250 feet for an area lighting pole, 2% of the estimated installed cost of the excess circuit.
- For a metal pole, 2% of the estimated cost of overhead or underground metal poles requiring special construction or features, which are in excess of the estimated, installed cost of standard underground metal poles.

**VENDOR FEES**

*Obtain Permit from the Town of Apex Police Department*

Solicitor/Peddler/Park Concessioner*	Transient/Mobile Food Vendors
30-day Permit \$50	Annual Permit \$150
90-day Permit \$100	* Anyone selling anything, including food, in a Town of Apex Park must obtain a Park Concessions Permit.
180-day Permit (Park Concessions Only) \$175	

- Solicitor** - Anyone going door-to-door to take orders for products, share information or seek donations.
- Peddler** – Anyone transporting goods door-to-door for sale (i.e. ice cream truck).
- Park Concessioner** – Anyone selling merchandise, food, and or beverages in a town park.
- Transient Vendor** - Anyone selling goods or services from a temporary business location (i.e. parking or vacant lot).
- Mobile Food Vendor** - Anyone selling food and/or beverages from a readily movable food unit

**FIRE DEPARTMENT FEES**

*Submit request and fees to Customer Service*

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

<b>PARKS &amp; RECREATION</b>					
<i>Fees are paid to Parks &amp; Recreation</i>					
<b>Withdrawal<sub>1</sub></b>					
- 10 + days advance notice				\$5.00	
- Less than 10 days' notice & participant can be replaced from a waiting list				75% of costs	
<i>1. No refunds are issued when the amount is less than \$6.00. No refunds are issued when non-refundable deposits, admission fees or costs are paid in advance by the Town.</i>					
	Resident	Non Resident		Resident	Non Resident
Fishing Licenses			Senior Exercise Pass (55+)	\$0	\$10/ 20 visits
- 12 years & under	\$0	\$10/ year	Open Gym / Pickle Ball	\$0	\$5/ visit or \$20/ 100 visits
- 13-54 years old	\$0	\$25/ year	Vessel Permits (Jan – Dec)	\$5/ year	\$40/ year
- 55 +	\$0	\$6/ year	Dog Park Passes		
- Guest Pass	\$0	\$5/ visit	- Single Dog	\$30/ year	\$50/ year
			- Multiple Dogs	\$60/ year	\$100/ year
<b>Facility Rentals</b>					
<i>All reservations for 100 persons or more require Director approval and may require additional attendants, police and other requirements as deemed necessary by APRCR</i>					
	Resident	Non Resident	Halle Cultural Arts Center	Resident	Non Resident
Refundable Deposit (Facility)	\$250	\$250	- Auditorium	\$100/ hour	\$150/ hour
After Hours Rentals <sub>2</sub>	\$40/ hour	\$40/ hour	- Sound/Light Booth	\$50/ hour	\$75/ hour
<b>Community Center</b>			- Overnight Storage	\$50/ night	\$75/ night
- Summit Room	\$35/ hour	\$52.50/ hour	- Studio Gallery	\$50 / hour	\$75/ hour
- Pinnacle Room	\$35/ hour	\$52.50/ hour	- Studio A	\$35/ hour	\$52.50/ hour
- Zenith Room	\$35/ hour	\$52.50/ hour	- Piano (separate \$200 deposit required)	\$25/ hour	\$37.50/ hour
- Catering Kitchen <sub>3</sub>	\$21/ hour	\$31.50/ hour	- Attendant Fees (after hours)	\$20/ hour	\$20/ hour
- Arts & Crafts Room	\$21/ hour	\$31.50/ hour	- 4 Hour Auditorium Package	\$600	\$900
<b>Senior Center<sub>4</sub></b>			- 4 Hour Gallery Package	\$400	\$600
- Salem Meeting Room (#108)	\$100/ hour	\$150/ hour	<b>Field &amp; Gym Rentals<sub>6</sub></b>		
- Saunders Meeting Room (#110)	\$100/ hour	\$150/ hour	Athletic Field – natural turf (no lights)	\$40/ hour	\$60/ hour
- Seaboard Meeting Room (#112)	\$100/ hour	\$150/ hour	Athletic Field – natural turf (w/ lights)	\$60/ hour	\$90/ hour
- Projector Fee (#108,110 or 112)	\$15/hour	\$15/ hour	Athletic Field – synthetic turf (no lights)*	\$70/ hour	\$105/ hour
- Large Projector (#108,110 & 112)	\$30/hour	\$30/ hour	Athletic Field – synthetic turf (w/ lights)*	\$90/ hour	\$125/ hour
- Kitchen Room (#120)	\$30/hour	\$45/ hour	Gym - Whole	\$65/ hour	\$97.50/ hour
- Chatham Classroom (#131)	\$35/hour	\$52.50/ hour	<i>* Synthetic Turf Fields require additional \$250 Damage Deposit</i>		
- Friendship Classroom (#133)	\$35/hour	\$52.50/ hour	<b>Shelter Rentals</b>		
- Arts & Crafts Room (#202)	\$35/hour	\$52.50/ hour	Refundable Deposit (Shelter)	\$125	\$125
- Hunter Exercise Room (#210)	\$30/hour	\$45/ hour	Apex Community Park – small	\$17.50/ hour	\$26.25/ hour
- Hughes Exercise Room (#215)	\$30/hour	\$45/ hour	Apex Community Park – large	\$22.50/ hour	\$33.75/ hour
- Salem, Saunders and Seaboard <sub>5</sub>	\$1,200/4 hours	\$1,500/4 hours	Hunter Street Park – small	\$17.50/ hour	\$26.25/ hour
<b>Other Amenity Rentals</b>			Jaycee Park – small	\$17.50/ hour	\$26.25/ hour
- Tennis Courts ( 2 min / 4 max)	\$15/hour/ court	\$22.50/hour/court	Kelly Road Park small	\$17.50/ hour	\$26.25/ hour
- Sand Volleyball Court	\$15/hour/ court	\$22.50/hour/court	Nature Park – small	\$17.50/ hour	\$26.25/ hour
- Disc Golf Course	\$45/ hour	\$67.50/ hour	Nature Park – large	\$22.50/ hour	\$33.75/ hour
- Amphitheater (1/2 day)	\$115	\$172.50	Seagroves Farm Park - small	\$17.50/ hour	\$26.25/ hour
- Amphitheater (whole day)	\$250	\$375			
<i>2. Requires additional approval by Director; 3. attached to Zenith Room 4. Projector use is an additional fee as noted, 5. Fee includes after hours attendant fees for 2 attendants, kitchen and all three rooms) 6. All rentals require a 2 hour minimum.</i>					

<b>MISCELLANEOUS</b>				
Rain Barrel	\$88.00	<b>Cemetery</b>	<b>Resident</b>	<b>Non – Resident</b>
		- Cemetery Plots	\$800	\$1200
				\$640 (resident) \$960 (non-resident)
		- Columbarium Niches	\$600	\$600
				\$480
			*20% cemetery discount applies to current and retired military personnel only	

# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: February 8, 2022

## Item Details

Presenter(s): Marty Stone, PE, Assistant Town Manager

Department(s): Administration

### Requested Motion

Motion to approve contract with Power System Engineering, Inc. and authorize town manager to execute the same.

### Approval Recommended?

Yes

### Item Details

After conducting a Request for Qualifications, the town has selected Power System Engineering, Inc. as our consultant to assist us with selecting a vendor for advanced metering infrastructure (AMI), negotiating our contract with the selected vendor, and implementing our AMI system. The total contract cost is not to exceed \$264,920.00. This project is funded by the water/sewer and electric funds.

### Attachments

- Standard Services Contract
- Attachment A- Advanced Metering Infrastructure System Scope of Services



THIS STANDARD SERVICES AGREEMENT (hereinafter "Agreement") is entered into this 28<sup>th</sup> day of JANUARY, 2022 by and between, Power System Engineering Inc, a Wisconsin limited liability company with its principal business offices located at 1532 W. Broadway, Madison, WI 53713 (the "Contractor"), and the Town of Apex, a municipal corporation of the State of North Carolina, (the "Town"). Town and Contractor may collectively be referred to as "Parties" hereinafter.

**WITNESSETH:**

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

**1. SCOPE OF SERVICES.**

The Contractor agrees to perform for the Town the following services: Advanced Metering Infrastructure (AMI) vendor selection, contracting, and implementation support as detailed in the attached "Attachment A – Scope of Services" dated January 13, 2022 (hereinafter "Scope of Services").

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

**2. SPECIFICATIONS.**

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

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

Contractor shall commence the work required in this Agreement no more than 5 business days after the date of execution of this Agreement. The work shall be completed in 3 phases with specific tasks to be completed in each phase as detailed in the Scope of Services. Contractor shall complete the work in accordance with timelines provided in Section 4 of the Scope of Services. If Contractor has not satisfactorily commenced or completed the work within the times specified, the Town may declare such delay a material breach of contract and may pursue all available legal and equitable remedies. Any changes to the schedule(s) provided in the Agreement must be agreed to in writing by the Town and the Contractor.

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

In consideration of the above services, the Town will pay the Contractor a total amount not to exceed \$264,920.00. Amounts to be paid per phase are as shown in Section 4 of the Scope of Services. Invoices from Contractor will be paid by the Town within thirty (30) days of receipt. Town has the right to require the Contractor to produce for inspection all of Contractor's records and charges to verify the accuracy of

all invoices. Town shall pay Contractor's invoices at times set forth above unless a bona fide dispute exists between Town and Contractor concerning the accuracy of said invoice or the services covered thereby.

**5. INDEMNIFICATION.**

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

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

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

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

**7. E-VERIFY COMPLIANCE.**

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

**8. ANTI-HUMAN TRAFFICKING.**

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

**9. QUALITY AND WORKMANSHIP.**

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

**10. INSURANCE.**

The Contractor shall maintain valid general liability insurance in the minimum amount of \$1,000,000, commercial automobile liability insurance in the minimum amount of \$2,000,000, and provide certificates of such insurance naming the Town of Apex as an additional insured by endorsement to the policies. If the policy has a blanket additional insured provision, the contractor's insurance shall be primary and non-contributory to other insurance. Additionally, the contractor shall maintain and show proof of workers'

compensation and employer's liability insurance in the minimum amount of \$1,000,000. The Contractor shall provide notice of cancellation, non-renewal or material change in coverage to the Town of Apex within 10 days of their receipt of notice from the insurance company. All required certificates of insurance, endorsements, and blanket additional insured policy provisions are attached and considered part of this document. Notwithstanding the foregoing, neither the requirement of Contractor to have sufficient insurance nor the requirement that Town is named as an additional insured, shall constitute waiver of the Town's governmental immunity in any respect, under North Carolina law.

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

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

**12. DEFAULT.**

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

**13. TERMINATION FOR CONVENIENCE.**

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

**14. NOTICE.**

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

TO CONTRACTOR: Power System Engineering, Inc.  
Attention: **Jim Weikert**  
1532 W. Broadway  
Madison, WI 53713  
[weikertj@powersystem.org](mailto:weikertj@powersystem.org)

TO TOWN: Town of Apex  
Attention: **Marty Stone, P.E.**  
PO Box 250  
Apex, NC 27502  
[marty.stone@apexnc.org](mailto:marty.stone@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 28<sup>th</sup> day of January, 2022.

**Contractor**

Name: JAMES A. WEIKERT  
Name of Contractor (type or print)

By: [Signature]  
(Signature)

Title: VA Automation & Communication

Attest:  
[Signature]  
(Secretary, if a corporation) BOARD Secretary

**Town of Apex**

Catherine Crosby, Town Manager

Attest:  
Jontesca Silver, Interim Town Clerk  
*This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.*

Vance Holloman, Finance Director



# Attachment A

## Advanced Metering Infrastructure (AMI) System

### Scope of Services

Vendor Selection, Contracting  
and Implementation Support

Prepared for:

Town of Apex  
Town North Carolina

January 13, 2022



**Contacts: Thomas Asp**  
[aspt@powersystem.org](mailto:aspt@powersystem.org)  
Direct: 608-268-3509  
Mobile: 847-922-3978  
Fax: 608-222-9378

**Kyle Kopczyk**  
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Direct: 608-268-3539  
Mobile: 810-923-3276  
Fax: 608-222-9378

1532 W. Broadway, Suite 103  
Madison, WI 53713

[www.powersystem.org](http://www.powersystem.org)

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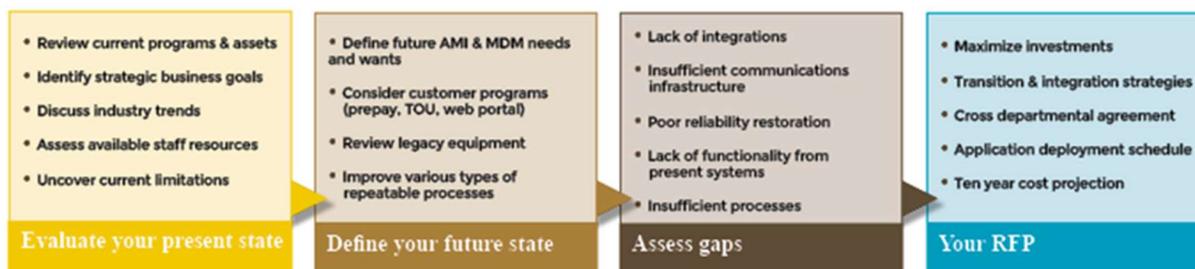
## Scope of Services

The following pages describe our scope of services for AMI and MDM procurement, integrations services, contracting, and implementation support (note, we recommend that Town consider inclusion of an MDM (if desired) and meter exchange services in the RFP). PSE has a proven, flexible, and efficient process for choosing the ‘right fit’ vendor(s).

At a high level, we will lead the following:

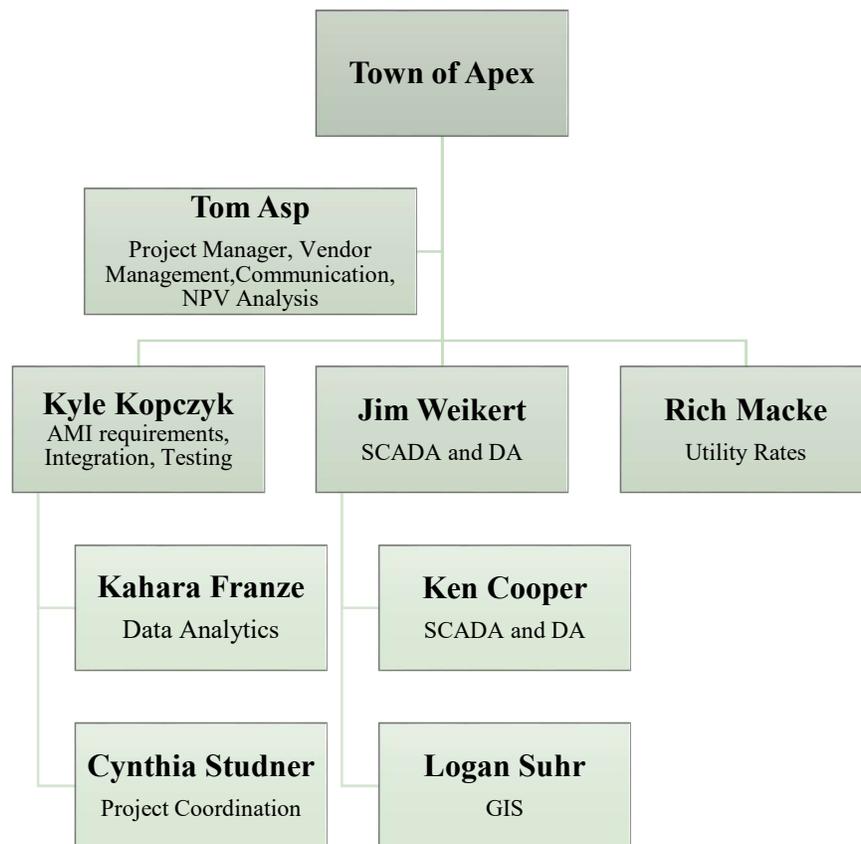
- Evaluate your present state:
  - Where are you today?
- Define your future state:
  - Where would like technology to take you?
- Assess, define, and plan the gaps between your current and future states:
  - The how, why, and what needs to be done to close gaps.
- Review and discuss the potential need of an MDM to meet the vision.
- Review the pros and cons of contracting for meter exchange versus use of internal staff.
- Assemble your RFP and future plan:
  - Actionable process changes and a purpose-built RFP to keep Town ‘Future Ready’

**Figure 1: RFP Development Process**



PSE’s project team is shown in the org chart below. The project manager for this engagement will be Tom Asp.

**Figure 2: Project Organization Chart**



The table below summarizes the project team’s general responsibilities.

<b>Team Member</b>	<b>Responsibilities</b>	<b>Capabilities &amp; Experience</b>
<b>Tom Asp</b> Project Manager, Vendor Management, Communication, NPV Analysis	Business Planning Communication requirements, NPV analysis, vendor management, stakeholder engagement, and assist in project management.	Tom has 30 plus years in the Utility industry. Including procurement, system recommendations and feasibility studies for both communications and AMI.
<b>Ken Cooper</b> SCADA and DA Support	SCADA and DA Expert. Assist in integration needs and requirements.	Ken has 30 plus years of experience in the electric utility. Ken has experience with operations, distribution automation, and SCADA.
<b>Kahara Franze</b> Data System Analyst	Assist in preparation of requirements for enhanced data analytics.	Development of analysis tools to assist clients in driving value from AMI, DA, and SCADA data.
<b>Kyle Kopczyk</b> Project Manager, AMI Requirements, and Integration	Utility Automation Expert. Manage the requirements development, gather pertinent data, prepare RFP documents, data integration and analytics and lead vendor analysis.	Kyle has 10 years of water and electric utility automation experience and has led many strategy projects and numerous AMI and MDM deployments. Kyle also provides AMI business case and feasibility studies.
<b>Rich Macke</b> Economics, Rates, and Business Planning	Economic & Financial Expert. Rich will provide his deep understanding of wholesale and	Support of the cost-benefit analysis. Support for AMI requirements for rate designs.

Team Member	Responsibilities	Capabilities & Experience
	retail rate design and DSM programs to the project.	
<b>Cynthia Studner</b> Project Coordinator	Project Coordination. Coordinate communications between both teams, track project objectives and milestones.	Cynthia has 15 years’ experience coordinating strategy, procurement, and deployment projects.
<b>Logan Suhr</b> Senior Geospatial Consultant	GIS Expert. Integration support.	Support of enterprise database administration, web map and application development, cartography, and mobile mapping requirements.

# 1 Phase I: Vendor Selection

## 1.1 Prepare Data Request and Collect Required Background Data

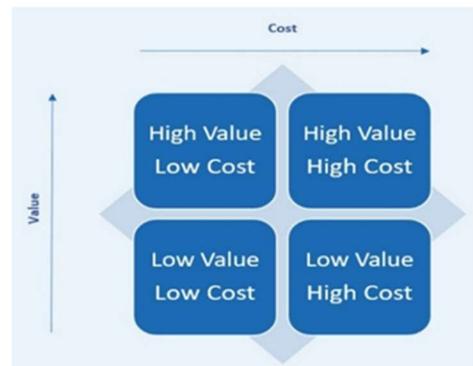
We will start our engagement by preparing a detailed information request. We see one of PSE’s roles as helping to organize, track, and maintain the schedule. We will accomplish this through regular scheduled meetings with the Town of Apex (Town) team to ensure tasks and quality are being maintained, as well as collaborating on any new updates to project documentation.

PSE will continue to be a resource to keep an eye on your project as a whole. In this role, we will provide updates, monitor high-level system milestones as they are met, manage a master project task list, and maintain availability to answer questions as they arise.

PSE will facilitate a project kick-off meeting to help the PSE and Town teams to agree on assignments and define relationships between team members at the start of the project, thereby maximizing various expertise across teams and building on existing work.

During the kick-off, PSE will work with the Town project team to:

- Analyze needs
- Explore current technology
- Review previous work to date
- Facilitate inter-departmental communications
- Track the schedule
- Coordinate with all stakeholders
- Discuss advantages and disadvantages of maintaining the existing Itron ERT’s for water
- Discuss advantages and disadvantages of maintaining the existing Elster commercial deployment



PSE will also use this time to discuss the business case data and information needed to perform the study as accurately as possible. We will facilitate and lead the discussion on the current

information available, specific needs and situations to Town, and any other pertinent talking points.

During this meeting, PSE will:

1. Review and discuss the present metering situation, any information gathered thus far, and the structure of Request for Proposal (RFP) documents.
2. Review and discuss the project needs, assumptions, and rationale.
3. Review the potential options prior to analysis.
4. Introduce the team to the RFP document structure and key elements PSE will need to have in order to complete the financial and feasibility study.

## 1.2 Conduct a Review of Existing Utility Goals, Concerns, Systems and Applications

PSE will investigate and document Town's existing procedures and systems as they relate to the creation of the System(s) business case and to understand the goals the Town wants to achieve with the System(s).

Key steps include:

1. **Present System(s) Industry Overview:** PSE will provide an introductory overview of current System(s) product and service offerings to educate the Town Team, including current state of the market, equipment, and software availability.
2. **Conduct and Lead Data Gathering Meetings/Interviews (Town Systems, Applications, and Goals):** PSE will facilitate discussions with Customer Service/Billing, Information Technology, Engineering, Finance, Rates/Load Control, Metering, and if desired, the Gas and Water departments to gain a thorough understanding of Town's current systems, applications, and the main features and functions desired from the System(s) and software for the next 10 to 15 years. PSE will consider the desired functionality in light of market standards, advising the Town of potential ramifications that could be encountered by specifying features that are not typical for the industry.

**Figure 3: Sample System Requirement Document**

AMI Requirements						
No.	Product Attributes	High Importance	Medium - Key Differentiator	Low - Standard Offering	Remove - Not a Requirement	Comments or Questions to be Addressed During PSE Session?
<b>AMI Master System and Integration</b>						
1	The AMI master system must support all MultiSpeak versions 3.x/4.x/5 AMI use cases for integrations with other enterprise applications as listed in Appendix VII. <i>Note, if any additional costs are required to comply with all MultiSpeak 3.x/4.0/5.0 AMI use cases must be quoted in the Pricing section.</i>	X				Utility ranks importance of over 100 requirements in a dozen critical categories of AMI system functionality
2	If Supplier has existing APIs between the proposed AMI system and existing vendors of the Purchaser, please provide a listing of available APIs.		X			
3	The AMI master system base bid shall be a hosted/cloud-based hardware/software solution. Please provide an optional cost for a premise-based AMI Master hosting solution.			X		
4	The AMI master database can be a SQL server or Oracle DB installation for premise-based solution. For cloud-based AMI master systems, the database could also be SQL or Oracle. Please state what database software is proposed in your base bid and whether the database license costs are included in the proposed base bid.			X		
5	For premise-based master systems, the software can be installed in a VM environment. It is assumed this functionality is included in the base bid.	X				

System integration and data transfer is critical, and Town applications are an integral part of an AMI deployment. We have worked on numerous deployments, and we understand what the criticality of integration to drive value.

The needs assessment and data gathering effort begins with the collection of current financial, business, meter operations, other related costs, and interviews with the Town’s staff. Prior to developing the RFP, PSE will conduct department interviews with the Town to assess the current metering system needs. We will capture each want and need from all stakeholders to develop a complete and well-rounded AMI RFP.

During this time, PSE will gather information related to the current meter situation and how it is being used today. Additionally, PSE will provide some use cases and scenarios to understand the expectations for the future system, such as:

1. Understanding the current system network and bandwidth capacity.
2. Expected water and electric meter reading data requirements.
3. Additional features or monitoring needed (reporting needs, critical alarms and events, tamper detection, disconnect/reconnect, overflow or level monitoring, leak detection, and other monitoring and control data.
4. Current struggles or issues.
5. Current successes and expectations for the future system.

A key output is development of data flow diagrams, system interface requirements, and outlining systems of record (system of truth). Example tables are shown below.

**Figure 4: Example Output Tables**

Use Case Group	AMI Use Case Number	Use Case Name	Actor Initiating Messaging to AMI Head-End (or AMI Head-End if AMI Initiated Messages)	Return Actor	Web Service Method	Message	All required functionality is supported in AMI software as bid. State MultiSpeak version supported	All required functionality is supported in AMI software as bid. State MultiSpeak version supported	Date	Cost
Manage Customer Service Changes	MSP-MR-30.100	Customer moves out, service is disconnected with disconnect switch	MDMS	AMI head end	InitiateCDStateRequest()					
	MSP-MR-30.110	Customer requests routine electric service turn on (move in)	MDMS	AMI head end	InitiateCDStateRequest()					
	MSP-MR-30.120	Customer moves out and service is disconnected at service; meter remains, service on disconnected status	MDMS	AMI head end	InitiateCDStateRequest()					
	MSP-MR-30.130	Customer moves out and meter is uninstalled	MDMS	AMI head end			MSP-MR-9			
	MSP-MR-30.140	Field worker performs local electric service connection or disconnection	AMI Head end	MDMS			MSP-MR-20	detects r		
	MSP-MR-30.150	Utility disconnects customer for non-payment by physically disconnecting service	MDMS	AMI head end	InitiateCDStateRequest()					
Usage Monitoring and Tampering	MSP-MR-40.100	Meter is removed by authorized party	AMI head end	MDMS	MeterEventNotification()					
	MSP-MR-40.110	Meter is inverted	AMI head end	MDMS	MeterEventNotification()					
	MSP-MR-40.120	Meter bypass detection at the meter	AMI head end	MDMS	MeterEventNotification()					
	MSP-MR-40.130	Physical tamper detection	AMI head end	MDMS	MeterEventNotification()					
	MSP-MR-40.140	Unauthorized meter location change	AMI head end	MDMS	MeterEventNotification()					
MSP-MR-40.150	Customer moves out, service left on. Utility initiates usage monitoring on meter.	MDMS	AMI head end	InitiateUsageMonitoring() CancelUsageMonitoring()				No separate		

**Address Potential Concerns:** Often, citizens will raise a concern about the potential for negative health impacts and from the implementation of AMI meters using radio frequency communications technology. Privacy concerns at times are also raised.

PSE will conduct a meeting with staff to review potential concerns. We will develop a strategic communications plan outline that addresses these concerns and the implementation process.

### 1.3 Quantify the Potential Benefits of a System-Wide AMI Implementation

PSE will prepare a written benefits analysis based on our experience, the information gathered in the meetings with Town personnel, and the current state of metering and communications technology. In this step, we will develop, analyze, and quantify potential benefits to be gained from an AMI and MDM implementation for water and electric meters. In addition to potential operational cost savings, the business case will also consider advantages seen through improved customer service and the furtherance of Town’s Strategic Goals.

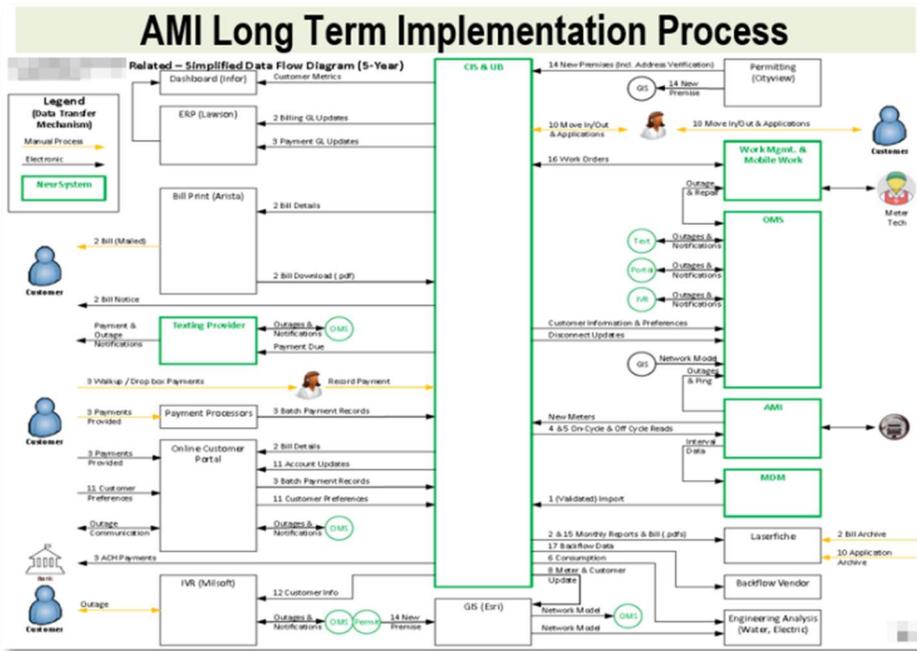
To supplement the business case, we will use our extensive knowledge and expertise to prepare, run AMI scenarios, and present our findings for the AMI business case. We will use the discovery sessions to gather information and data available, such as:

- Own and operate model vs. a software as a service (SaaS) model.
- Meter Data Management System (MDMS).
- Integration services between AMI and other software systems such as GIS, OMS, CIS, SCADA, MDMS, etc.
- AMI meter installation services from a third-party.
- AMI transport field equipment installation.
- Maintenance of the AMI infrastructure and programs.

- Employee training
- Labor costs for AMI administration
- Book value of present meter reading and other systems no longer needed with the upgraded AMI (Elster, Itron, other)
- Other cost categories as appropriate

A critical aspect of an AMI deployment is reviewing and outlining of recommended process. We consider the staffing evolution to support and leverage the new system. With planning, PSE will ensure the value gained from an AMI system does not diminish. Without the evolution of process and staffing, AMI and MDM implementations become an expensive billing read data collection system.

**Figure 5: Business Process Improvement Mapping**



PSE will take the lead in finalizing the future state of each business process. We will also provide a meeting to review the “as-configured” processes for what will be implemented into the operation environment.

As part of this deliverable, PSE will provide applicable information and documentation for each of the core business processes. PSE will provide an RACI diagram (responsible, accountable, consulted, and informed) to help assist in the transition from a utility without AMI to one with AMI.

**Figure 6: Sample RACI Document**

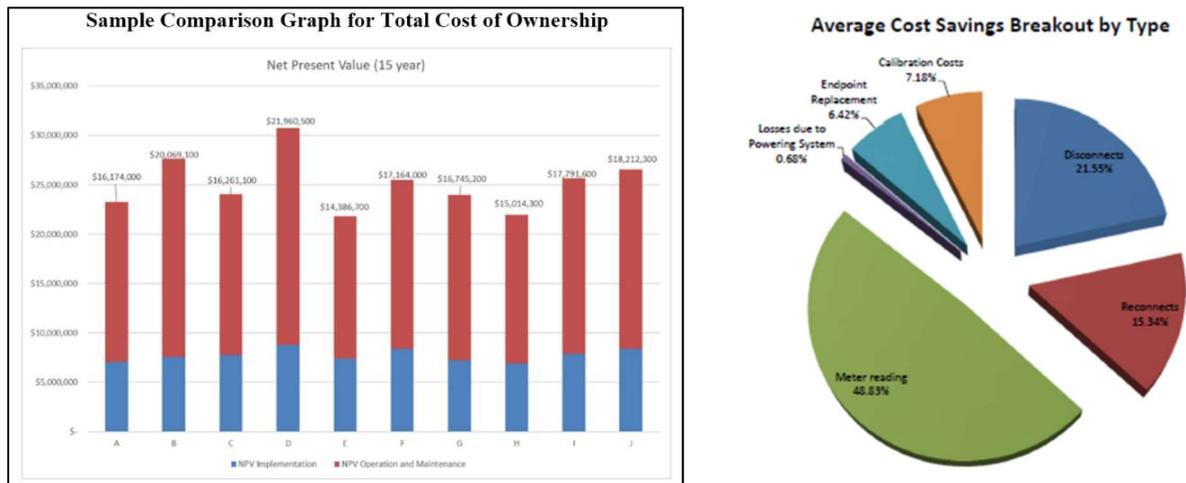
	Customer Service	Meter Tech	AMI Project Lead	Billing Department	Field Crew	IT
Check Daily on AMI Network Health	Informed	Consulted	Responsible	Informed	Consulted	Informed
Check Daily Read Rates	Consulted	Consulted	Responsible	Accountable	Informed	Informed
Confirm Meter Disconnect Cut List	Accountable	Informed	Informed	Accountable	Informed	Informed
Outage Reports Generated Weekly	Informed	Informed	Accountable	Informed	Informed	Responsible

In addition to the financial aspects of the analysis, the AMI Business Case will include evaluation of non-financial factors. PSE will work with the Town’s AMI team to identify and report on other non-economic value factors where AMI may provide benefits that are difficult to monetize, including customer satisfaction, employee safety (reduced workman’s comp will be included in the economic analysis), the Town’s brand and image, customer engagement and understanding, scalability for new services, other additional considerations.

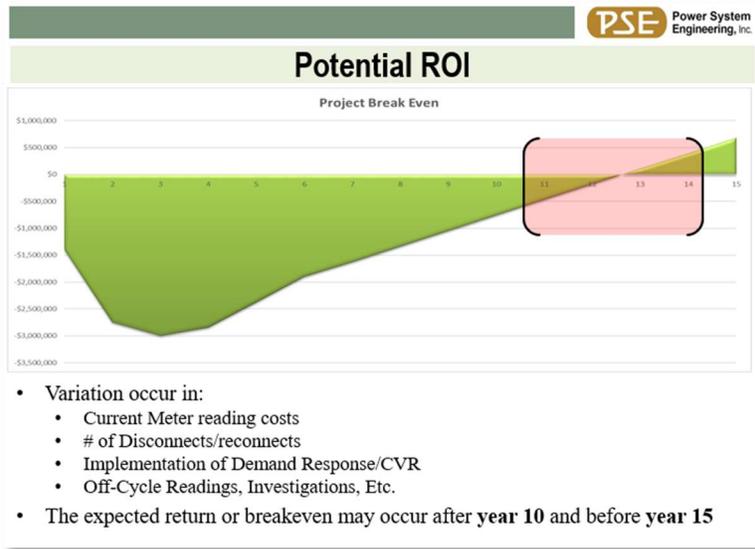
The results of the business case will be presented in easy-to-read charts and tables. For example, the sample pie chart shown below is a visual representation of cost savings broken into categories such as meter reading, reconnects, disconnects, etc. Another example shows the NPV comparison of vendor solutions.

We will update the analysis during the vendor evaluation tasks.

**Figure 7: Sample Business Case Outputs**



**Figure 8: Example AMI Cash Flow**



## 1.4 Determine Optimal System(s) Hardware and Software Procurement Strategy

We will work with the Town to create the most efficient and effective way to procure the required labor, materials, and equipment, services to implement, install, and integrate the System(s) components. We will consider the potential to use Town staff in the deployment process in addition to outside contractors, including the AMI vendor. We will discuss and determine whether Town should install the meters, contract separately for meter installation, or obtain a turnkey supplier for the System(s) and meter installation. We will strategize the optimal way to structure the RFP to obtain results most beneficial to Town (standard response forms, CPI caps on price increases, 15-year support commitments, other).

For the AMI scenarios from vendors such as Aclara, Sensus, Tantalus (220MHz), and Vision having a height advantage will be important, PSE will create assumptions for the quantities and costs needed if sufficient mounting locations are not available. Again, this will also be added to the business case. For the mesh-based and star-based AMI scenarios that will require collectors in the field, such as Eaton, L+G, Itron, Badger, Tantalus, Trilliant, and Honeywell, PSE will make assumptions on the costs for the backhaul based on knowledge gained in completing detailed Field Area Network (FAN) procurements with many other clients.

The resulting budgetary communications systems costs will be populated in the business case with selection options to match AMI technology scenarios. Town will also be able to evaluate the impact of percentage of communications backhaul assigned to AMI.

## 1.5 Develop RFP Specifications, Procurement Documents, and Evaluation Criteria

PSE will develop specifications for the system(s), taking into account the goals and concerns identified in the above development process, and leverage our typical specifications. The identified requirements will incorporate our expert industry knowledge and ensure future proofing as requirements evolve. These specifications will be used to purchase hardware and software for the system(s). Town will work with PSE to review and approve the specifications.

Figure 9: Sample RFP TOC

Table of Contents		Supplier Response Forms Include:
1	RFP Response Instructions.....	1
1.1	Procurement Schedule.....	1
1.2	Response Copies and Delivery.....	2
1.3	Intent to Respond Form.....	2
1.4	Questions.....	2
1.5	Instructions for Responding to this RFP.....	2
1.6	Evaluation and Award.....	4
1.7	Purchaser Confidentiality.....	4
2	Project Background.....	5
2.1	Overview.....	5
2.1.1	Present Meter Reading Situation.....	5
2.1.2	Existing Systems.....	6
2.2	Backhaul Communications.....	7
3	AMI Master System Integration.....	8
4	Deployment Plan.....	9
4.1	Approach.....	9
4.1.1	Phase I.....	9
4.1.2	Phase II.....	9
4.2	Deployment Timeline.....	11
5	System Acceptance Testing (SAT).....	12
5.1	System Acceptance Testing (SAT).....	12
5.2	Coverage Commitment Testing.....	12
5.3	Zero Consumption (Zero Usage) Meters.....	13
5.4	Non-Associating Meters and Major Meter/Module Failure.....	13
	Attachments: Supplier Response Forms.....	15
	Exhibits.....	17

- Supplier Qualifications
- Terms and Conditions (Technical)
- Requirements
- Questions
- Responsibility Matrix
- Pricing Schedule
- Software Application Info
- MultiSpeak Integration (Use Cases)

The AMI vendor qualifications will be developed that will limit those bidding based on experience with vendors’ equipment and personnel, deployed systems in similar sized utilities, presence in the region, and other critical factors.

We will develop evaluation criteria and the response forms to compare the proposals on an apples-to-apples basis. The criteria will be clearly explained and included in the RFP with definitions of what constitutes good, fair, poor, etc. Weighting factors will be assigned to each criterion so that a composite score may be calculated for each proposer. Some criteria may be quantitative in nature, such as total cost of ownership over the life of the proposal term. Other criteria may be qualitative.

Town staff shall work with PSE to review and approve the evaluation criteria (we provide a excel spreadsheet that allows evaluators to score respondent categories and provide the ranking score).

## 1.6 Project Manage the RFP Process

We will prepare the RFP documents, including required response formats, cost forms, requirement compliance forms, and an executable procurement contract. The response forms will be structured to become part of the contract. The RFP will also include a proposed schedule. The RFP will not specify a technology but will be comprised of requirements that allow all viable technologies and vendors to respond, and the RFP format will enable an apples-to-apples comparison of the response features as well as implementation and operational costs of each proposed solution.

The RFP will be structured to allow meter installation as a separate, optional offering (unless Town decides to favor a turnkey approach<sup>1</sup>) and will include a scoring system to show how the respondents will be evaluated.

<sup>1</sup> PSE recommends that the Town consider a turnkey approach, in which the AMI vendor is responsible for meter exchange.

In addition, the RFP will allow MDM procurement (if desired) as a separate, optional offering. We will develop and provide a list of suggested vendors to request proposals from based on the developed RFP and our experience.

In addition, we will lead a pre-response vendor teleconference meeting. During the bidding period, we will also prepare written responses to vendor questions and create addenda as needed, subject to the Town review.

## 1.7 Evaluate Vendor Responses

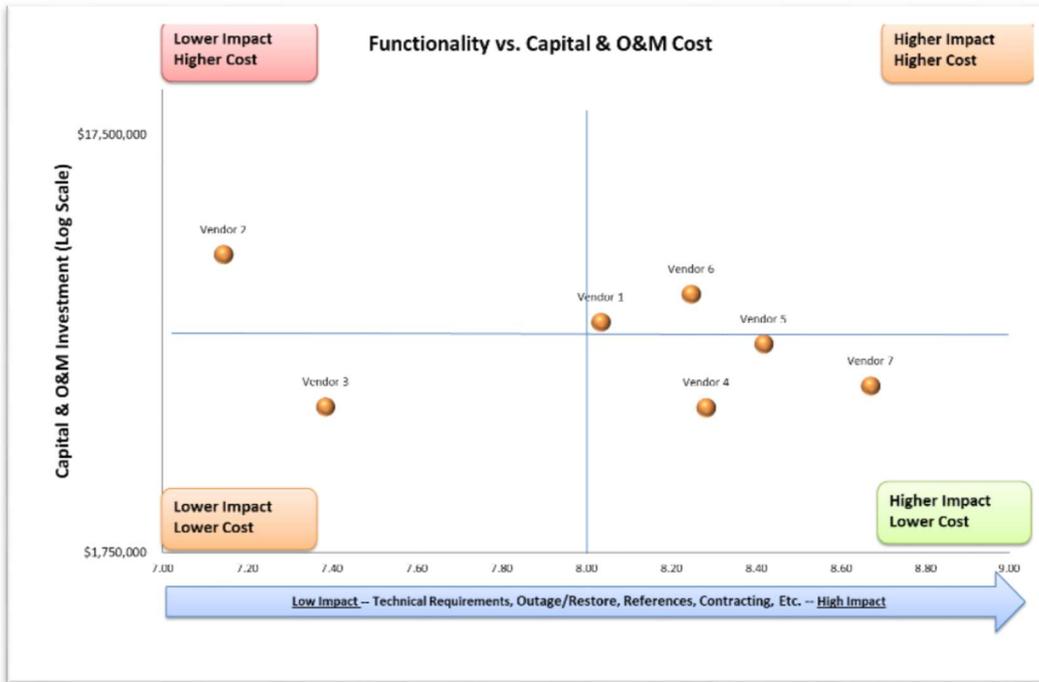
PSE will perform a comprehensive review of vendor responses. Each response shall be scored according to the evaluation criteria specified in the RFP. The review shall include a total cost of ownership comparison and a comparison of the features offered.

We will then prepare a recommendation for shortlisted responses. If vendor demonstrations are advisable (typically they are), we will prepare a script and evaluation criteria for such demonstrations. PSE will schedule and lead interviews with the shortlisted vendors. Town staff will review our recommendation and will make the final vendor selection.

Included in the evaluation is participation in shortlisted onsite vendor presentations.

**Figure 10: Example AMI Evaluation Matrix Outputs**

		Best	Medium	Worst				
Rank: Lower Number = Best Vendor		Vendor 1	Vendor 2	Vendor 3	Vendor 4	Vendor 5	Vendor 6	Vendor 7
Meets existing functional and technical req. (req. from ex	15%	5	7	6	3	1	2	4
Pricing	11%	5	7	1	2	4	6	3
Simplicity of the system and ease of use (maintenance an	6%	3	7	4	1	6	5	2
Coverage/read success commitment	18%	2	3	7	6	5	3	1
Integration fit with existing systems (MultiSpeak, other in	15%	1	7	6	3	1	3	3
Strength of customer references, Ease of doing business (	1%	3	3	1	6	1	7	3
Project Management, Training, Ongoing System Support	6%	1	3	3	7	2	3	3
Gas products, support, maturity, and functionality	20%	5	5	7	4	1	1	1
Outage/Restore reporting and capability	6%	3	1	6	4	4	6	1
Future system life expectancy and additional features (Ot	3%	6	4	2	2	7	1	4
<b>Raw Total</b>		<b>8.03</b>	<b>7.14</b>	<b>7.38</b>	<b>8.28</b>	<b>8.42</b>	<b>8.25</b>	<b>8.67</b>
<b>Total Rank</b>		5	7	6	3	2	4	1
<b>Short List for Vendor Days</b>		No	No	No	Maybe	Yes	No	Yes

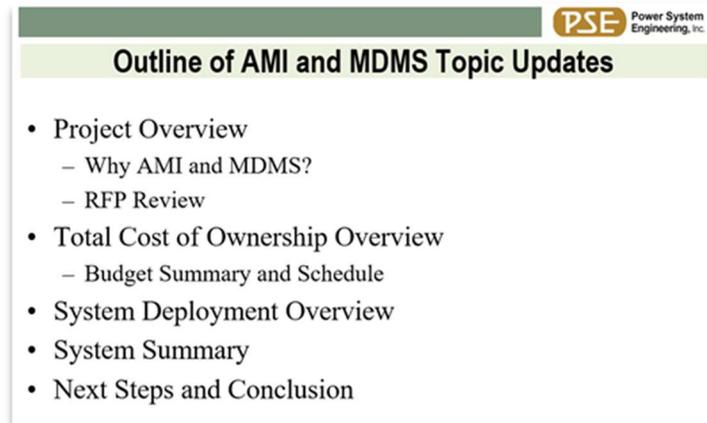


## 1.8 Write a Recommendation Summary

We will consolidate all findings into a written recommendation, including estimated costs, risks, recommended concurrent systems/processes, project deployment timeline, network security, vendor product warranty, proposed future staffing, future opportunities available, any opportunities Town will have to forego with the selected vendor, analysis of the different meter and communication vendor proposals, and a justification for the ultimate recommendation.

We will present the recommendations to the selected stakeholders.

**Figure 11: Sample AMI Recommendations Presentation Agenda**



## 2 Phase II: Contract Negotiations

PSE will support the contract development. A key in the assistance is structuring the RFP response forms to be incorporated in the contract and including a draft contract in the RFP submittal.

- We will serve as technical advisor in the negotiation of terms and conditions with the recommended vendor(s), including service level agreements, performance criteria, scheduling, warranties, and final pricing.
- Perform a technical review of final contract documents and facilitate their execution.
- Provide representation during the approval process.
- We will offer insights to the Town team to ensure the total cost of ownership calculated is what Town pays for the life of the equipment and services purchased. A key to this is including CPI service fee increase limits on support services and equipment.
- We will also provide a strategy if Town is unable to obtain acceptable contract terms with the preferred vendor. PSE will assist Town until a final contract is executed by Town and the vendor.

**Figure 12: Sample Master Agreement Contract TOC**

1	AMI System Master Agreement .....	3
1.1	RECITALS .....	3
2	Terms and Conditions .....	3
2.1	Term .....	3
2.2	Definitions .....	3
2.3	Cost .....	6
2.4	Taxes .....	6
2.5	General Scope of AMI System to be Purchased .....	6
2.6	Entire Agreement .....	6
2.7	General Statement of Responsibility of Supplier .....	7
2.8	Independent Contractor .....	7
2.9	Purchaser Review and Approval .....	7
2.10	Supplier Representations .....	8
2.11	Change-Orders .....	8
2.12	Right to Use System Not Yet Accepted .....	9
2.13	Right to Use Accepted System .....	9
2.14	Defective Work and System (Warranty) .....	9
2.15	System Life Expectancy .....	10
2.16	Deployment Plan .....	11
2.17	Payment to Supplier .....	11
2.18	Equipment Forecasts .....	13
2.19	Purchase Orders .....	13
2.19.1	Cancellation and Modifications .....	13
2.20	Major Meter/Module Failure .....	14
2.21	Meter Disconnection/Reconnection Failure .....	14
2.22	Coverage Commitment .....	14
2.23	Meter/Module Replacement for Zero Consumption and Non-Associating Meters .....	15
2.23.1	Zero Consumption (Zero Usage) Meters .....	15
2.23.2	Non-Associating Meters .....	15
2.24	Tests and Inspections .....	16
2.25	Initial System Acceptance Test (ISAT) .....	16
2.26	Final System Acceptance Test (FSAT) .....	16
2.27	Applicable Laws and Courts .....	17
2.28	Licenses .....	17
2.29	Insurance .....	17
2.30	Settlement Preferred .....	18
2.31	Indemnification .....	19
2.32	Transportation and Risk of Loss .....	19
2.33	Confidential and Proprietary Information .....	20
2.34	Safety and Compliance with Codes and Other Laws .....	21
2.35	Site, Supervision, and Safety .....	21
2.36	Time is of the Essence .....	22
2.37	No Implied Waiver .....	23
2.38	Liquidated Damages and Remedies .....	23

**Figure 13: Example ISAT/FSAT Document Excerpt**

Test	Activity	Overview	Procedure	Pass/Fail?
1)	Test meters with electric endpoints in the field.	Using a field handheld tool or device, verify communications with 5 polyphase electric and 5 residential meters.	Connect to the meter with the field device using the mesh network and once through the optical port. Verify a reading of kwh and demand can be retrieved. Verify diagnostic information from the AMI network can also be retrieved.	
2)	Test meter demand reset from AMI software.	Verify peak demand can be reset from the software system and the peak demand is read and stored.	Reset the current demand from the office. Confirm the current demand reading is set to zero and the current demand reading has been moved to the 'peak' or 'frozen' register in the meter.	
3)	Test meters with electric endpoints capable of remote disconnect.	Using a field handheld tool or device, verify with 5 residential meters a disconnect can be performed.	Connect to the meter with the field device using the mesh network and once through the optical port. Confirm a successful disconnect and reconnect.	
4)	Test meter/module configurability for polyphase electric meters.	Verify meter parameters (recording and reporting intervals) can be changed 'over-the-air' from the AMI software system. Must be able to configure and re-configure items such as; Sag/Swell alarms, TOU programs, or meter collecting/reporting intervals.	Using 5 – 10 installed Polyphase meters on the system. Alter the reporting and recording intervals and confirm the change. Setup status, events, and alarms. Confirm these status and event changes. All changes and updates must be done from the office through the software system.	

### 3 Phase III: AMI System Implementation Support

Implementation support requirements will vary greatly depending upon the meter exchange (AMI vendor turnkey, meter exchange contractor, internal meter exchange), the desired time to deploy, and other factors. For this project, PSE is assuming a lead role and responsibility throughout the deployment. PSE will be the primary point of contact for the vendor(s), but all major decisions will be approved by the Town.

Below is a DACI (Driver, Accountable, Consulted, and Informed) Chart.

**Figure 14: Phase III – AMI System Implementation Support DACI Chart**

Phase III – AMI System Implementation Support DACI Chart		
Task	Power System Engineering	The Town
<b>1. Project Initiation</b>		
a. Assemble Internal Project Team	C	D
b. Initiate Purchase Orders	C, I	D, A
c. Specify and Approve First Article Meters	D	A, C
d. Refine Implementation Schedules	D	C
e. Weekly AMI Impact and Implementation Meetings	D	C
f. AMI Vendor and Install Mobilization	D	C
<b>2. Prepare for ISAT (Initial System Acceptance Test)</b>		
a. Prepare Team for Testing	D, A	C
b. Order Meters (based on First Article)	C, I	D, A
c. Notify AMI Vendor of Testing Date(s)	D	C
d. Notify AMI Installer of Testing Date(s)	D	C
e. Install and Setup AMI Software	D	A
f. Complete pre-check list (interfaces to other systems, issue reporting and capture, etc.)	D, A	C, I
<b>3. Deployment of ISAT Meters and Equipment</b>		
a. Coordinate with Town Staff	D	A
b. Identify Area(s) for Install	D	A
c. Coordinate with AMI Vendor and Installer	D	C
d. Conduct Training for Installation as Needed	D	A, C

e. Deploy AMI Network Equipment	D	A
f. Deploy AMI Meters	D	A
g. Resolve ISAT Issues and Sign-Off	D	A
<b>4. Conduct Full Deployment</b>		
a. Coordinate with Town Staff	D	A
b. Coordinate Purchasing and Delivery Schedules	D, A	C, I
c. Coordinate AMI Network Install with Town Staff	D	A
d. Coordinate and Schedule Meter Deployments with Town and Customers	D	A
e. Monitor and Update of Installation Progress	D, A	C, I
<b>5. Conduct Final System Acceptance Test (FSAT)</b>		
a. Coordinate with Town Staff	D	A
b. Coordinate with AMI Vendor and Installer	D	C
c. Conduct Training for Installation as Needed	D	A, C
d. Deploy AMI Network Equipment	D	A
e. Resolve FSAT Issues and Sign-Off	D	A
f. Project Complete	D	A

Based on our experience, we find that it is 1) critical that the Town assign a full-time administrator during the implementation and transition to the AMI system owner, 2) important to consider using a contractor for the meter exchange process to help free up staff time to learn how to leverage AMI data into their day-to-day job functions, and 3) critical to complete all database interfaces and data exchange processes to be implemented and tested before the mass meter exchange begins.

### 3.1.1 PSE Implementation Support

The following SOW assumes that the AMI vendor will offer turnkey meter exchange services.

In our experience, the full meter exchange process begins when most of the heavy lifting has been completed. The integrations, testing, and initial training have been completed, Town staff has become more familiar with the equipment, and the vendor has outlined their meter exchange procedures.

We anticipate project initiation to completion of the ISAT to take up to 6 months, and the full deployment is estimated to occur over 10 to 12 months after the passing of the ISAT (ISAT and deployment times defined and negotiated in contracting process).

PSE will take the lead role in managing the project and will drive the project to completion. For our support, we estimate that PSE will average 22 hours per week of support for the first six months and 12 hours per week for the remaining 10-12 months.

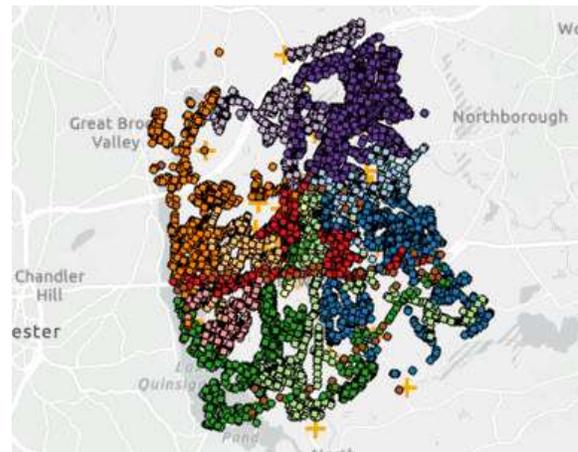
PSE will organize, track, and maintain the deployment schedule, assist in coordination of Town responsibilities, and lead vendor coordination. We will accomplish this through regular scheduled meetings with the Town and vendor(s) and onsite meetings to ensure tasks and system quality are being maintained, as well as collaborating on any new updates to project documentation. Finally, we will be in attendance to formally close out the project.

PSE will keep an eye on your project as a whole. In this role, we would be available for meetings, general overview updates, coordinate activities between city staff, and monitor high level system milestones as they are met, manage a master project task list, and maintain availability to troubleshoot and answer questions as they arise.

PSE will support and guide in the following areas:

1. Coordination between Town departments
  - a. Prepare a detailed work breakdown structure
  - b. Define roles and responsibilities
    - i. IT
    - ii. Electric
    - iii. Billing
    - iv. Water & Gas
    - v. Finance
    - vi. Etc.
2. Develop a Project Communications Plan
3. Direct weekly scheduled calls
  - a. With the AMI vendor and MDM vendor
  - b. With the meter install vendor
  - c. With the TOWN deployment team
4. Discuss and considerations for data storage and systems or record
  - a. MDM
  - b. GIS
  - c. Billing
  - d. AMI

**Figure 15: Example Meter Exchange**



- e. OMS
  - f. SCADA
  - g. IVR
  - h. Other current and planned future systems
5. Follow-up and monitor of task list
  6. Schedule initial and ongoing training for:
    - a. Installation
      - i. Network
      - ii. Meter provisioning
      - iii. Backhaul Communications
    - b. Maintenance and System Troubleshooting
    - c. Using the Software
    - d. Running Reports
    - e. Generating Billing Files
    - f. Etc.
  7. Initiate ISAT preparation
    - a. Work with Town and vendor in specifying first article meters
    - b. Work with Town and vendor in defining ISAT area(s) and meter quantities
  8. Monitor contract obligations of Town, AMI vendor, and MDM vendor
  9. Verify and tracking equipment shipments (with Town support)
    - a. Monthly meter forecast numbers
    - b. AMI network equipment
    - c. Communication equipment
  10. Review and implement recommended business process improvements with Town
    - a. Disconnect for non-pay
    - b. Voltage complaint
    - c. High-bill complaint
    - d. Outage and restoration
    - e. Other
  11. Maintain and update contact lists for vendors
    - a. Troubleshooting contacts
    - b. Project liaisons and managers
    - c. Billing and Accounting contact

- d. Equipment order, placement, and tracking contacts
- e. Scheduling and requesting training
12. Review of ongoing project budgets and forecasts
13. Prepare and report progress updates
14. Support execution of ISAT, the Final System Acceptance Test (FSAT) and other proof-of-performance testing
15. Maintain and monitor quality assurance
  - a. Master task list
  - b. Master issues/complaints/defects and resolution list
16. Coordination of any upcoming or remaining integrations
  - a. Work with Town to ensure vendors meet obligations
17. Coordination between vendors as required and needed
18. Monitor internal and external project management support
19. Project sign-off and closure

### 3.1.2 Responsibility Summary Example

As indicated above, the implementation steps and responsibilities are detailed in the RFP and refined during the contracting process. The draft responsibilities for the Town and the AMI vendor are summarized below. We used this responsibility list in development of our tasks above.

#### **Town responsibilities include:**

- Define first article meters configuration and faceplate design.
- Provision of access to required assets to mount network devices and elements.
- Complete installation of collectors (including backhaul communication) and repeaters outlined by the respondent's design (excluding electric meters).
- Complete installation of any gas or water nodes required for the Initial System Acceptance Test (ISAT).
- Complete installation of any K-Base AMI electric meters (if applicable).
- Provision of wide area network (WAN) communications (if applicable).
- Provide technical assistance for supporting successful interface and interoperability, as required for the identified management systems.
- Jointly execute ISAT, the Final System Acceptance Test (FSAT) and other proof-of-performance testing.
- Negotiation of secured lease agreements from third party providers for WAN (if required).

The AMI vendor has the single point of responsibility for the AMI network, AMI meters, software, and databases. In addition, the AMI vendor has responsibility for electric meter installation.

**AMI vendor responsibilities include, but are not limited to:**

- Work with Town in defining first article meters configuration and faceplate design.
- Conduct onsite training of utility staff to install network devices.
- Conduct onsite training at a designated customer facility for AMI network and software provided.
- Verify and approve network device installations.
- Jointly execute ISAT, FSAT, and proof-of-performance testing.
- Completion and provision of AMI system design to meet outlined requirements in the agreement (includes diagram and complete BOM for network).
- Provision and optimization of secure communications within the meter network, as well as within the LAN and WAN for advanced metering functionalities.
- Install, provision, and test the AMI software and related interfaces.
- Identification of locations to mount network gateways as required.
- Demonstration of ability to support AMI for water.
- Provision of AMI network management system.
- Provide training for AMI network management system.
- Lead discussions and interface development regarding required interfaces with identified applications.
- Coordinate and assist vendors in interfaces as outlined in contract to AMI vendor-provided software and databases.
- Provide implementation support (troubleshooting, network provisioning, etc.).
- Provision of a long-term test environment master station software (if option chosen by the Town).
- Secure delivery of meter reading data into appropriate database(s).
- Provision of required interfaces to Town's applications, ISAT, and expected to work with Customer staff to setup various dashboards to facilitate ease of use of the solution.
- Recording and provision of future proofing measures taken, which will enable the Customer to interface other, newer systems using the current AMI data (this includes, but is not limited to, firmware downloads and ongoing software updates).
- Provision of list of equipment or hardware required to be supplied by the Customer.
- Detail of power requirements for each network device.
- Recording of condition of site (photo and notes) and GPS coordinates for each endpoint and network element installed by AMI vendor or their contractor(s).

- Complete electric AMI meter installation (detailed requirements as indicated in contract).
- Conduct water and gas AMI module and wiring installation training for the ISAT.
- Provide experienced project management.
- Provide warehouse and inventory management for received AMI meters and removed meters.
- Provide disposal of removed meters (hold for 90 days after completion of installation) meeting all Federal and state regulatory requirements, including environmental standards.
- Obtain and provide Town updated hosting certifications prior to their expiration (if hosting option chosen)

## 4 Project Cost and Schedule

The following costs and schedules follow the scope of services presented above.

### 4.1.1 Phase I: AMI RFP Development and Vendor Selection

Tasks for Phase 1 include:

1. Prepare Data Request and Collect Required Background Data.
2. Conduct a Review of Existing Utility Goals, Concerns, Systems, and Applications.
3. Quantify the Potential Benefits of a System-Wide AMI Implementation.
4. Determine Optimal System(s) Hardware and Software Procurement Strategy.
5. Develop RFP Specifications, Procurement Documents, and Evaluation Criteria.
6. Project Manage the RFP Process.
7. Evaluate Vendor Responses.
8. Write a Recommendation Summary.

Our proposed costs include all fees and expenses including travel. The cost of Phase I is \$73,200.

Given an execution of the services contract with the Town of Apex and PSE by the end of January 2022, Phase I will be completed by August 3, 2022.

### 4.1.2 Phase II: Contract Negotiations

PSE will support the contract development. A key in the assistance is structuring the RFP response forms to be incorporated in the contract and including a draft contract in the RFP submittal.

The support required for contract negotiations depends upon the selected vendors response to the RFP and their willingness to meet the Town of Apex requirements.

On average, we have seen 28 hours of support in finalizing the contract including an onsite visit. Based on that average, **the estimated cost for this effort is \$5,240. We estimate a completion date of August 24<sup>th</sup>, 2022 but will vary based upon vendor selected and their approval process.**

#### **4.1.3 Phase III: AMI System Implementation**

As described above, PSE will take the lead role in managing the project, and anticipate Phase III occurring over a 16-month period. We estimate that PSE will average 22 hours per week of support for the first six months and 12 hours per week for the remaining 10 months. Given this estimate, **the cost estimate for the lead implementation role is \$186,480 and the estimated project completion date of February 8, 2024.**

# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: February 8<sup>th</sup> 2022

## Item Details

Presenter(s): Steve Adams, Real Estate & Public Utilities

Department(s): Administration

### Requested Motion

Motion to approve the attached Resolution authorizing the sale (donation) of 0.031 acres of land as Right-of-Way and 0.075 acres of Temporary Construction Easement to NCDOT to facilitate the construction of a turn lane extension on the east side of Apex Peakway at intersection of Old Raleigh Road, authorize the donation of the land and easements.

### Approval Recommended?

Yes

### Item Details

In order for NCDOT to construct extension and widen the road, it needs land and easements from the Town's property located in the southwest quadrant of the intersection of Apex Peakway and Old Raleigh Road. NCDOT has asked the Town to donate the property in the interest of traffic safety at this intersection. The land and easements that NCDOT seek to acquire are on a remnant parcel left over from the original acquisition of the Peakway.

NCDOT seeks::

0.031 acres in fee simple that will be road right-of-way

0.075 acres of temporary construction easement

Staff recommends donation of the land and easements.

### Attachments

- 1) Resolution
- 2) Maps showing right-of-way and easements NCDOT seeks to acquire
- 3) Deed
- 4) Donation Acknowledgement



RESOLUTION AUTHORIZING SALE OF PROPERTY  
TO NCDOT FOR RIGHT OF WAY IMPROVMENTS

WHEREAS, the Town of Apex (“**Town**”) owns certain real property located at the southeast corner of the intersection of Old Raleigh Road and the Apex Peakway, which is more particularly described as PIN #0742-71-4974 (the “**Property**”); and

WHEREAS, the North Carolina Department of Transportation (“**NCDOT**”) has requested the Town sell, without consideration, a portion of the Property to install a right turn lane on the Apex Peakway to turn onto Old Raleigh Road; and

WHEREAS, North Carolina General Statute § 160A-274 permits the Town to, with or without consideration, exchange with, lease to, lease from, sell to or purchase from any other governmental entity any interest in real or personal property; and

WHEREAS, the Town desires to sell, without consideration, a portion of the Property to NCDOT for the purpose of transportation improvements beneficial to the Town’s residents and visitors (the “**Right of Way**”), that portion of the Property to be sold in fee simple as Right of Way is described as follows:

Right of Way

Point of beginning being S 57°47'16.2" E, 32.229 feet from -L- Sta 14+00 thence along a curve 125.932 feet and having a radius of 2849.383 feet. The chord of said curve being on a bearing of S 11°54'30.5" E, a distance of 125.922 feet thence to a point on a bearing of N 5°44'29.3" W 72.871 feet thence along a curve 58.835 feet and having a radius of 3680.000 feet. The chord of said curve being on a bearing of N 12°31'46.1" W, a distance of 58.835 feet thence to a point on a bearing of N 12°59'15.0" W 48.707 feet thence to a point on a bearing of N 34°58'43.8" E 33.040 feet thence to a point on a bearing of S 83°23'18.4" W 13.371 feet thence to a point on a bearing of S 34°58'43.8" W 25.232 feet thence to a point on a bearing of S 13°10'28.6" E 60.642 feet returning to the point and place of beginning. Having an area of 1347.596 Sqr feet being 0.031 acres. Exhibit A attached hereto for Illustrative Purposes Only.

WHEREAS, the Town desires to grant a temporary construction easement, without consideration, on a portion of the Property to NCDOT for the purpose of a transportation improvements beneficial to the Town’s residents and visitors (the “**TCE**”), that portion of the Property subject to the TCE is described as follows:

TCE

Point of beginning being S 72°31'20.1" E, 34.805 feet from -L- Sta 14+00 thence along a curve 58.835 feet and having a radius of 3680.000 feet. The chord of said curve being on a bearing of S 12°31'46.1" E, a distance of 58.835 feet thence to a point on a bearing of S 5°44'29.3" E 72.871 feet thence to a point on a bearing of S 71°43'4.1" E 8.890 feet thence to a point on a bearing of N 0°3'13.0" W 78.643 feet thence to a point on a bearing of N 9°1'27.6" W 130.229 feet thence to a point on a bearing of S 34°58'43.8" W 33.040 feet thence to a point on a bearing of S 12°59'15.0" E 48.707 feet returning to the point

and place of beginning. Having an area of 3251.076 Sqr feet being 0.075 acres. Exhibit A attached hereto for Illustrative Purposes Only.

THEREFORE, THE TOWN COUNCIL OF THE TOWN OF APEX HEREBY RESOLVES THAT:

1. In accordance with North Carolina General Statutes § 160A-274, the sale of that portion of the Property described above as Right of Way is hereby approved; and
2. In accordance with North Carolina General Statutes § 160A-274, a temporary construction easement on the portion of the Property described above as TCE is hereby approved; and

Adopted and effective the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

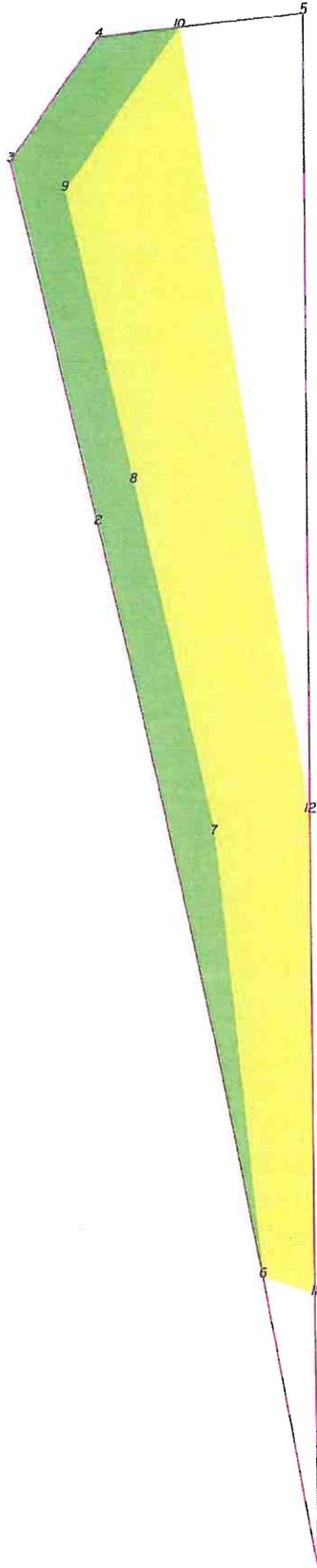
\_\_\_\_\_  
Jacques K. Gilbert  
Mayor

ATTEST:

\_\_\_\_\_  
Jontesca Silver, CMC, NCCMC  
Deputy Town Clerk

# EXHIBIT A

Illustrative  
Purposes only



-L- Sta 14+00



THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS. THE PROPERTY SHOWN ON THIS MAP WAS LOCATED FOR THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION FOR HIGHWAY DESIGN PURPOSES. SOME ERRORS MAY EXIST BETWEEN THE GRAPHICAL AND ACTUAL GROUND LOCATIONS OF PROPERTY LINES. THIS MAP IS TO BE USED AS A GRAPHICAL REPRESENTATION OF THE NCDOT'S INTENT TO ACQUIRE PROPERTY FOR RIGHT OF WAY PURPOSES, AND IT DOES NOT REPRESENT AN ACTUAL BOUNDARY SURVEY OF THIS PROPERTY.

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION	
RIGHT OF WAY BRANCH	
TOWN OF APEX	09-29-2021
PARCEL * 003	S:\CADD\SM57050\00DRAFT\SM57050
DB 9069 PG 1116	UNKNOWN SCALE

ROW Right	SOR FT	ACRES	SOR M	HECTARES
	1347.596	0.031	125.196	0.013
FROM - TO	DISTANCE (FT/M)	BEARING	RADIUS (FT/M)	CURVE LENGTH (FT/M)
-L- Sta 14+00 - 2	32.229	9.823	S 57°47'16.2" E	
2 - 6	125.922	38.381	S 11°54'30.5" E	2849.383 668.494 125.932 38.384
6 - 7	72.871	22.211	N 5°44'29.3" W	
7 - 8	58.835	17.933	N 12°31'46.1" W	3680.000 1121.666 58.835 17.933
8 - 9	48.707	14.846	N 12°59'15.0" W	
9 - 10	33.040	10.071	N 34°58'43.8" E	
10 - 4	13.371	4.075	S 83°23'18.4" W	
4 - 3	25.232	7.691	S 34°58'43.8" W	
3 - 2	60.642	18.484	S 13°10'28.6" E	

TCE Right	SOR FT	ACRES	SOR M	HECTARES
	3251.076	0.075	302.036	0.030
FROM - TO	DISTANCE (FT/M)	BEARING	RADIUS (FT/M)	CURVE LENGTH (FT/M)
-L- Sta 14+00 - 8	34.805	10.609	S 72°31'20.1" E	
8 - 7	58.835	17.933	S 12°31'46.1" E	3680.000 1121.666 58.835 17.933
7 - 6	72.871	22.211	S 5°44'29.3" E	
6 - 11	8.890	2.710	S 71°43'41" E	
11 - 12	78.643	23.970	N 0°31'30" W	
12 - 10	130.229	39.694	N 91°27'6" W	
10 - 9	33.040	10.071	S 34°58'43.8" W	
9 - 8	48.707	14.846	S 12°59'15.0" E	

TYPE	COUNT	SOR FEET	ACRES
Parcel	1	6113.191	0.140
ROW Right	1	1347.596	0.031
TCE Right	1	3251.076	0.075
ROW Left	0	0.000	0.000
PDE Left	0	0.000	0.000
PDE Right	0	0.000	0.000
TDE Left	0	0.000	0.000
TDE Right	0	0.000	0.000
TCE Left	0	0.000	0.000
PUE Left	0	0.000	0.000
PUE Right	0	0.000	0.000
TSE Left	0	0.000	0.000
TSE Right	0	0.000	0.000
DUE Left	0	0.000	0.000
DUE Right	0	0.000	0.000
DTE Left	0	0.000	0.000
DTE Right	0	0.000	0.000
AUE Left	0	0.000	0.000
AUE Right	0	0.000	0.000
PCE Left	0	0.000	0.000
PCE Right	0	0.000	0.000
TUE Left	0	0.000	0.000
TUE Right	0	0.000	0.000
REM Left	0	0.000	0.000
REM Right	0	0.000	0.000
Other Left	0	0.000	0.000
Other Right	0	0.000	0.000
PE Left	0	0.000	0.000
PE Right	0	0.000	0.000

**EXHIBIT A**

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR CONFORMANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS. THE PROPERTY SHOWN ON THIS MAP WAS LOCATED FOR THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION FOR SHORTLY BEGAN PURPOSES. SOME DISCREPANCIES MAY EXIST BETWEEN THE GRAPHICAL AND ACTUAL GROUND LOCATIONS OF PROPERTY LINES. THIS MAP IS TO BE USED AS A GENERAL REPRESENTATION OF THE RECORDS INTENT TO ACQUIRE PROPERTY FOR ROAD OR RAIL PURPOSES AND IS NOT A REPRESENTATION OF AN ACTUAL BOUNDARY SURVEY OF THIS PROPERTY.

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION	
RIGHT OF WAY BRANCH	
TOWN OF APEX	09-29-2021
PARCEL * 003	S:\CADD\SM57050\DDRAFT\SM57050
DB 9069 PG 116	UNKNOWN SCALE



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

DATE: November 18, 2021
WBS ELEMENT: 48266.2.1
FA PROJECT: N/A
TIP/PARCEL: SM-57050 003
COUNTY: WAKE
DESCRIPTION: Apex Peakway at SR 1435 (Old Raleigh Rd)

Property Owner Acknowledgement of the Terms for the Voluntary Donation Of Property to the North Carolina Department of Transportation.

The undersigned property owner and/or the undersigned property owner's legal representatives freely acknowledge their desire and willingness to voluntarily transfer their ownership of privately owned real property to the North Carolina Department of Transportation for the benefit of the above sited public transportation project without receipt of just compensation. It is further agreed and acknowledged by the undersigned property owner and/or the property owner's legal representative that the property owner and/or legal representative has been advised that he/she is entitled to have an appraisal made on his/her property to determine just compensation and the owner releases the Department from this obligation and waives any compensation in exchange for the donation of property as right of way in full settlement of his/her claim. The purpose of this document is to ensure compliance under Title 23 of the United States Code of Federal Regulations (CFR), Subchapter H (Right-of-Way and Environment), Part 710 (Right-of-Way and Real Estate), Subpart E (Property Acquisition Alternatives), Subsection .505 (Real Property Donations).

TOWN OF APEX (SEAL) By: Jacques Gilbert, Mayor of Town of Apex

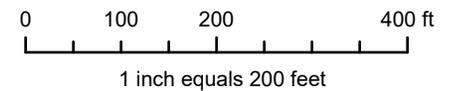
ACCEPTED FOR THE DEPARTMENT OF TRANSPORTATION BY:

Notary Public form with fields for State, County, Notary Name, and Commission Expiry Date.





PIN: 0742714974  
 PIN Ext: 000  
 Real Estate ID: 0188091  
 Map Name: 0742 19  
 Owner: APEX TOWN OF  
 Mail Address 1: PO BOX 250  
 Mail Address 2: APEX NC 27502-0250  
 Deed Book: 009554  
 Deed Page: 00589  
 Deed Acres: 0.89  
 Deed Date: 8/22/2002  
 Land Value: 387680  
 Total Value: 387680  
 Biling Class: Exempt  
 Description: LOPT A RCMB ROBERT & JANE  
 ATKINSON BM1991 -595  
 Street Name: OLD RALEIGH RD  
 Site Address: 0 OLD RALEIGH RD  
 City: APEX  
 Planning Jursidiction: AP  
 Township: White Oak  
 Sale Price: 140000  
 Sale Date: 6/13/1991  
 Land Class: EXEMPT  
 Old Parcel Number: 006-00000-0284



New Group Layer  
 ○ Override 1  
 Property

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



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NORTH CAROLINA DEPARTMENT OF TRANSPORTATION	
RIGHT OF WAY BRANCH	
09-29-2021	
TOWN OF APEX	
PARCEL # 003	
DB 9069 Pg III B	
UNKNOWN SCALE	

TYPE	COUNT	SQ. FEET	ACRES
ROW Right	1	6113.91	0.140
ROW Right	1	1347.596	0.031
TCE Right	1	3251.076	0.075
ROW Left	0	0.000	0.000
PDE Left	0	0.000	0.000
PDE Right	0	0.000	0.000
TDE Left	0	0.000	0.000
TDE Right	0	0.000	0.000
TCE Left	0	0.000	0.000
TCE Right	0	0.000	0.000
DUE Left	0	0.000	0.000
DUE Right	0	0.000	0.000
DTE Left	0	0.000	0.000
DTE Right	0	0.000	0.000
AUE Left	0	0.000	0.000
AUE Right	0	0.000	0.000
PCE Left	0	0.000	0.000
PCE Right	0	0.000	0.000
TUE Left	0	0.000	0.000
TUE Right	0	0.000	0.000
REM Left	0	0.000	0.000
REM Right	0	0.000	0.000
Other Left	0	0.000	0.000
Other Right	0	0.000	0.000
PE Left	0	0.000	0.000
PE Right	0	0.000	0.000

FROM - TO	DISTANCE (FT./M)	BEARING	RADIUS (FT./M)	CURVE LENGTH (FT./M)	HECTARES
34805	10609	S 72°31'20"E	3680.000	1121.666	588.35
8 - 7	17933	S 123°14'46"E			17.933
7 - 6	72871	S 54°42'29"E			
6 - 11	8890	S 74°43'47"E			
11 - 12	23970	N 03°13'07"W			
12 - 10	39694	N 91°27'57"W			
10 - 9	130229	N 91°27'57"W			
9 - 8	78643	N 03°13'07"W			
8 - 9	48707	S 125°51'50"E			
3 - 2	60642	S 137°02'26"E			
4 - 3	25232	S 34°58'43"E			
10 - 4	13371	S 83°23'18"E			
9 - 10	33040	N 34°58'43"E			
8 - 9	48707	N 125°51'50"E			
7 - 8	58835	N 123°14'46"E			
6 - 7	72871	N 54°42'29"E			
5 - 6	125922	S 115°43'05"E			
2 - 5	9823	S 57°47'16"E			
FROM - TO	DISTANCE (FT./M)	BEARING	RADIUS (FT./M)	CURVE LENGTH (FT./M)	HECTARES
FROM - T0	3251.076	0.075	302.036	0.030	

FROM - TO	DISTANCE (FT./M)	BEARING	RADIUS (FT./M)	CURVE LENGTH (FT./M)	HECTARES
32229	9823	S 57°47'16"E			
125922	38381	S 115°43'05"E			
72871	22211	N 54°42'29"E			
58835	17933	N 123°14'46"E			
48707	14846	N 125°51'50"E			
33040	10071	N 34°58'43"E			
13371	4075	S 83°23'18"E			
25232	7691	S 34°58'43"E			
60642	18484	S 137°02'26"E			
FROM - TO	DISTANCE (FT./M)	BEARING	RADIUS (FT./M)	CURVE LENGTH (FT./M)	HECTARES
FROM - T0	1347.596	0.031	125.196	0.013	

Revenue Stamps \$ -0-

# DEED FOR HIGHWAY RIGHT OF WAY

THIS INSTRUMENT DRAWN BY Brian Rogers CHECKED BY Lynne Harder

The hereinafter described property  Does  Does not include the primary residence of the Grantor

RETURN TO: Division R/W Agent, NCDOT  
Brian Rogers  
815 Stadium Drive  
Durham, NC 27707

NORTH CAROLINA  
COUNTY OF WAKE  
TAX PARCEL 0742714974

TIP/PARCEL NUMBER: SM-57050 003  
WBS ELEMENT: 48266.2.1  
ROUTE: \_\_\_\_\_

THIS FEE SIMPLE DEED, made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
by and between Town of Apex  
P.O. Box 250  
Apex, NC 27502-0250

hereinafter referred to as GRANTORS, and the Department of Transportation, an agency of the State of North Carolina, 1546 Mail Service Center, Raleigh, NC 27611, hereinafter referred to as the Department;

### WITNESSETH

That the GRANTORS, for themselves, their heirs, successors, and assigns, for and in consideration of the sum of \$ 1.00 agreed to be paid by the DEPARTMENT to the GRANTORS, do hereby give, grant and convey unto the DEPARTMENT, its successors and assigns, in FEE SIMPLE that certain property located in White Oak Township, Wake County, North

ROW Right  
Point of beginning being S 57°47'16.2" E, 32.229 feet from -L- Sta 14+00 thence along a curve 125.932 feet and having a radius of 2849.383 feet. The chord of said curve being on a bearing of S 11°54'30.5" E, a distance of 125.922 feet thence to a point on a bearing of N 5°44'29.3" W 72.871 feet thence along a curve 58.835 feet and having a radius of 3680.000 feet. The chord of said curve being on a bearing of N 12°31'46.1" W, a distance of 58.835 feet thence to a point on a bearing of N 12°59'15.0" W 48.707 feet thence to a point on a bearing of N 34°58'43.8" E 33.040 feet thence to a point on a bearing of S 83°23'18.4" W 13.371 feet thence to a point on a bearing of S 34°58'43.8" W 25.232 feet thence to a point on a bearing of S 13°10'28.6" E 60.642 feet returning to the point and place of beginning. Having an area of 1347.596 Sqr feet being 0.031 acres.

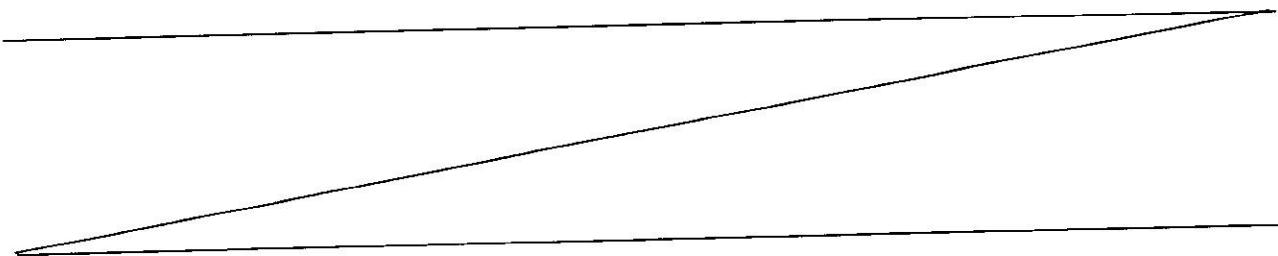
IN ADDITION, and for the aforesated consideration, the GRANTORS further hereby convey to the DEPARTMENT, its successors and assigns the following described areas and interests:

TCE Right  
Point of beginning being S 72°31'20.1" E, 34.805 feet from -L- Sta 14+00 thence along a curve 58.835 feet and having a radius of 3680.000 feet. The chord of said curve being on a bearing of S 12°31'46.1" E, a distance of 58.835 feet thence to a point on a bearing of S 5°44'29.3" E 72.871 feet thence to a point on a bearing of S 71°43'4.1" E 8.890 feet thence to a point on a bearing of N 0°3'13.0" W 78.643 feet thence to a point on a bearing of N 9°1'27.6" W 130.229 feet thence to a point on a bearing of S 34°58'43.8" W 33.040 feet thence to a point on a bearing of S 12°59'15.0" E 48.707 feet returning to the point and place of beginning. Having an area of 3251.076 Sqr feet being 0.075 acres.

It is understood and agreed that the Department shall have the right to construct and maintain the cut and/or fill slopes in the above described area(s) until such time that the property owners alter the adjacent lands in such a manner that the lateral support of the cut and/or fill slopes are no longer needed. Any additional construction areas lying beyond the beyond the right of way limits and beyond any permanent easement areas will terminate upon completion of the project. The underlying fee owner shall have the right to continue to use the Temporary Easement area(s) in any manner and for any purpose, including but not limited to the use of said area for access, ingress, egress, and parking, that does not, in the determination of the Department, obstruct or materially impair the actual use of the easement area(s) by the Department of Transportation, its agents, assigns, and contractors.

SPECIAL PROVISIONS. This deed is subject to the following provisions only:

**The undersigned property owners request that the Department enter upon our lands outside the right of way to the extent necessary for the reconnection of our driveway and we will have no further claim as a result of said reconnection.**



The property hereinabove described was acquired by the GRANTORS by instrument(s) recorded in the WAKE County Registry in Deed Book 9554 Page 589.

The final right of way plans showing the above described right of way are to be certified and recorded in the Office of the Register of Deeds for said County pursuant to N.C.G.S. 136-19.4, reference to which plans is hereby made for purposes of further description and for greater certainty.

The Grantors acknowledge that the project plans for Project # 48266.2.1 have been made available to them. The Grantors further acknowledge that the consideration stated herein is full and just compensation pursuant to Article 9, Chapter 136 of the North Carolina General Statutes for the acquisition of the said interests and areas by the Department of Transportation and for any and all damages to the value of their remaining property; for any and all claims for interest and costs; for any and all damages caused by the acquisition for the construction of Department of Transportation Project # 48266.2.1, WAKE County, and for the past and future use of said areas by the Department of Transportation, its successors and assigns for all purposes for which the said Department is authorized by law to subject the same.

TO HAVE AND TO HOLD the aforesaid premises and all privileges and appurtenances thereunto belonging to the DEPARTMENT, its successors and assigns in FEE SIMPLE, or by easement as indicated, for the past, present and future use thereof and for all purposes which the said Department is authorized by law to subject the same.

And the GRANTORS covenant with the DEPARTMENT, that the GRANTORS are seized of the premises in fee simple, have the right to convey the same in fee simple, or by easement as indicated, that the title thereto is marketable and free and clear of all encumbrances, and that the GRANTORS will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is hereby conveyed subject to the following exceptions: Restrictive covenants and easements of record, government regulations, and the lien of property taxes for the current year.

IN WITNESS WHEREOF, the GRANTORS have hereunto set their hands and seals (or if corporate, has caused the instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors) the day and year first above written.

This instrument does not transfer the herein described interests unless and until this document is accepted by an authorized agent of the Department of Transportation.

COUNTY: WAKE WBS ELEMENT: 48266.2.1 TIP/PARCEL NO.: SM-57050 003

**Town of Apex**

(CORPORATE SEAL)

BY: \_\_\_\_\_  
Jacques Gilbert, Mayor of Town of Apex

ATTEST: \_\_\_\_\_

ACCEPTED FOR THE DEPARTMENT OF TRANSPORTATION BY: \_\_\_\_\_

(Official Seal)	North Carolina, _____ County
	I, _____, a Notary Public for _____ County, North Carolina, certify that _____ personally came before me this day and acknowledged that he/she is the CLERK of the TOWN OF _____, and that by authority duly given, the foregoing instrument was signed in its name by its MAYOR of the TOWN OF Apex, sealed with its corporate seal, and attested by _____ as its TOWN CLERK.
	Witness my hand and official seal this the _____ day of _____, 20 _____.
	_____ Notary Public  My commission expires:

(Official Seal)	North Carolina,
	I, _____, a Notary Public for _____ County, North Carolina, certify that _____ personally came before me this day and acknowledged that he is MAYOR of the TOWN OF <u>Apex</u> , and that by authority duly given, the foregoing instrument was signed in its name by its MAYOR, sealed with its corporate seal, and attested by _____ as its TOWN CLERK,
	Witness my hand and official seal this the _____ day of _____, 20 _____.
	_____ Notary Public  My commission expires:

Revenue Stamps \$ -0-

# DEED FOR HIGHWAY RIGHT OF WAY

THIS INSTRUMENT DRAWN BY Brian Rogers CHECKED BY Lynne Harder

The hereinafter described property  Does  Does not include the primary residence of the Grantor

RETURN TO: Division R/W Agent, NCDOT  
Brian Rogers  
815 Stadium Drive  
Durham, NC 27707

NORTH CAROLINA  
COUNTY OF WAKE  
TAX PARCEL 0742714974

TIP/PARCEL NUMBER: SM-57050 003  
WBS ELEMENT: 48266.2.1  
ROUTE: \_\_\_\_\_

THIS FEE SIMPLE DEED, made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
by and between Town of Apex  
P.O. Box 250  
Apex, NC 27502-0250

hereinafter referred to as GRANTORS, and the Department of Transportation, an agency of the State of North Carolina, 1546 Mail Service Center, Raleigh, NC 27611, hereinafter referred to as the Department;

### WITNESSETH

That the GRANTORS, for themselves, their heirs, successors, and assigns, for and in consideration of the sum of \$ 1.00 agreed to be paid by the DEPARTMENT to the GRANTORS, do hereby give, grant and convey unto the DEPARTMENT, its successors and assigns, in FEE SIMPLE that certain property located in White Oak Township, Wake County, North

ROW Right  
Point of beginning being S 57°47'16.2" E, 32.229 feet from -L- Sta 14+00 thence along a curve 125.932 feet and having a radius of 2849.383 feet. The chord of said curve being on a bearing of S 11°54'30.5" E, a distance of 125.922 feet thence to a point on a bearing of N 5°44'29.3" W 72.871 feet thence along a curve 58.835 feet and having a radius of 3680.000 feet. The chord of said curve being on a bearing of N 12°31'46.1" W, a distance of 58.835 feet thence to a point on a bearing of N 12°59'15.0" W 48.707 feet thence to a point on a bearing of N 34°58'43.8" E 33.040 feet thence to a point on a bearing of S 83°23'18.4" W 13.371 feet thence to a point on a bearing of S 34°58'43.8" W 25.232 feet thence to a point on a bearing of S 13°10'28.6" E 60.642 feet returning to the point and place of beginning. Having an area of 1347.596 Sqr feet being 0.031 acres.

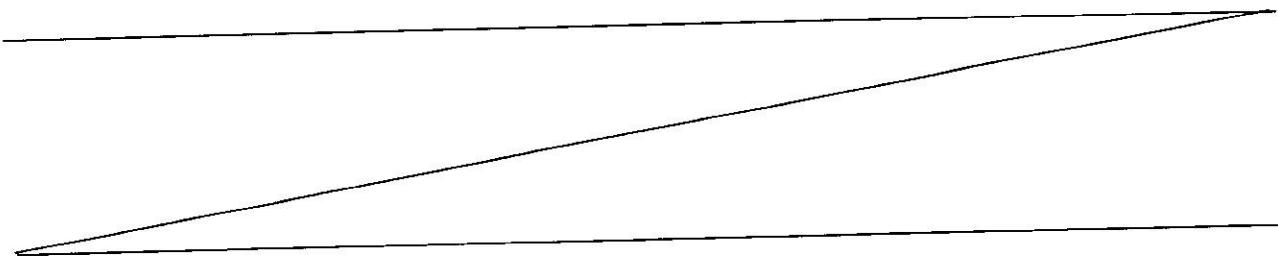
IN ADDITION, and for the aforesated consideration, the GRANTORS further hereby convey to the DEPARTMENT, its successors and assigns the following described areas and interests:

TCE Right  
Point of beginning being S 72°31'20.1" E, 34.805 feet from -L- Sta 14+00 thence along a curve 58.835 feet and having a radius of 3680.000 feet. The chord of said curve being on a bearing of S 12°31'46.1" E, a distance of 58.835 feet thence to a point on a bearing of S 5°44'29.3" E 72.871 feet thence to a point on a bearing of S 71°43'4.1" E 8.890 feet thence to a point on a bearing of N 0°3'13.0" W 78.643 feet thence to a point on a bearing of N 9°1'27.6" W 130.229 feet thence to a point on a bearing of S 34°58'43.8" W 33.040 feet thence to a point on a bearing of S 12°59'15.0" E 48.707 feet returning to the point and place of beginning. Having an area of 3251.076 Sqr feet being 0.075 acres.

It is understood and agreed that the Department shall have the right to construct and maintain the cut and/or fill slopes in the above described area(s) until such time that the property owners alter the adjacent lands in such a manner that the lateral support of the cut and/or fill slopes are no longer needed. Any additional construction areas lying beyond the beyond the right of way limits and beyond any permanent easement areas will terminate upon completion of the project. The underlying fee owner shall have the right to continue to use the Temporary Easement area(s) in any manner and for any purpose, including but not limited to the use of said area for access, ingress, egress, and parking, that does not, in the determination of the Department, obstruct or materially impair the actual use of the easement area(s) by the Department of Transportation, its agents, assigns, and contractors.

SPECIAL PROVISIONS. This deed is subject to the following provisions only:

**The undersigned property owners request that the Department enter upon our lands outside the right of way to the extent necessary for the reconnection of our driveway and we will have no further claim as a result of said reconnection.**



The property hereinabove described was acquired by the GRANTORS by instrument(s) recorded in the WAKE County Registry in Deed Book 9554 Page 589.

The final right of way plans showing the above described right of way are to be certified and recorded in the Office of the Register of Deeds for said County pursuant to N.C.G.S. 136-19.4, reference to which plans is hereby made for purposes of further description and for greater certainty.

The Grantors acknowledge that the project plans for Project # 48266.2.1 have been made available to them. The Grantors further acknowledge that the consideration stated herein is full and just compensation pursuant to Article 9, Chapter 136 of the North Carolina General Statutes for the acquisition of the said interests and areas by the Department of Transportation and for any and all damages to the value of their remaining property; for any and all claims for interest and costs; for any and all damages caused by the acquisition for the construction of Department of Transportation Project # 48266.2.1, WAKE County, and for the past and future use of said areas by the Department of Transportation, its successors and assigns for all purposes for which the said Department is authorized by law to subject the same.

TO HAVE AND TO HOLD the aforesaid premises and all privileges and appurtenances thereunto belonging to the DEPARTMENT, its successors and assigns in FEE SIMPLE, or by easement as indicated, for the past, present and future use thereof and for all purposes which the said Department is authorized by law to subject the same.

And the GRANTORS covenant with the DEPARTMENT, that the GRANTORS are seized of the premises in fee simple, have the right to convey the same in fee simple, or by easement as indicated, that the title thereto is marketable and free and clear of all encumbrances, and that the GRANTORS will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is hereby conveyed subject to the following exceptions: Restrictive covenants and easements of record, government regulations, and the lien of property taxes for the current year.

IN WITNESS WHEREOF, the GRANTORS have hereunto set their hands and seals (or if corporate, has caused the instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors) the day and year first above written.

This instrument does not transfer the herein described interests unless and until this document is accepted by an authorized agent of the Department of Transportation.

COUNTY: WAKE WBS ELEMENT: 48266.2.1 TIP/PARCEL NO.: SM-57050 003

**Town of Apex**

(CORPORATE SEAL)

BY: \_\_\_\_\_  
Jacques Gilbert, Mayor of Town of Apex

ATTEST: \_\_\_\_\_

ACCEPTED FOR THE DEPARTMENT OF TRANSPORTATION BY: \_\_\_\_\_

(Official Seal)	North Carolina, _____ County
	I, _____, a Notary Public for _____ County, North Carolina, certify that _____ personally came before me this day and acknowledged that he/she is the CLERK of the TOWN OF _____, and that by authority duly given, the foregoing instrument was signed in its name by its MAYOR of the TOWN OF Apex, sealed with its corporate seal, and attested by _____ as its TOWN CLERK.
	Witness my hand and official seal this the _____ day of _____, 20 _____.
	_____ Notary Public  My commission expires:

(Official Seal)	North Carolina,
	I, _____, a Notary Public for _____ County, North Carolina, certify that _____ personally came before me this day and acknowledged that he is MAYOR of the TOWN OF <u>Apex</u> , and that by authority duly given, the foregoing instrument was signed in its name by its MAYOR, sealed with its corporate seal, and attested by _____ as its TOWN CLERK,
	Witness my hand and official seal this the _____ day of _____, 20 _____.
	_____ Notary Public  My commission expires:

# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA  
Meeting Date: February 8, 2022

## Item Details

Presenter(s): Tesa Silver, Deputy Town Clerk

Department(s): Office of the Town Clerk

### Requested Motion

Motion to approve Minutes of the January 24, 2022 Special Town Council Meeting and the January 25, 2022 Regular Town Council Meeting.

### Approval Recommended?

Yes

### Item Details

N/A

### Attachments

- 2022.01.24 Minutes
- 2022.01.25 Minutes





## AGENDA | SPECIAL TOWN COUNCIL MEETING

January 24, 2022 at 9:00 AM  
Seaboard Board Room - Apex Senior Center, 63 Hunter Street

### Town Council and Administration

Mayor: Jacques K. Gilbert | Mayor Pro Tem: Nicole L. Dozier  
Council Members: Brett D. Gantt; Audra M. Killingsworth; Cheryl F. Stallings; Terry Mahaffey  
Town Manager: Catherine Crosby | Assistant Town Managers: Shawn Purvis and Marty Stone  
Town Clerk: Donna B. Hosch, MMC | Town Attorney: Laurie L. Hohe

In attendance were Mayor Jacques K. Gilbert, Mayor Pro Tem Audra M. Killingsworth, and Council Members Brett D. Gantt, Terry Mahaffey, Cheryl F. Stallings and Edward Gray. Also in attendance were Town Manager Catherine Crosby, Assistant Town Managers Shawn Purvis and Marty Stone, Deputy Town Clerk Tesa Silver (Virtually), and Town Attorney Laurie L. Hohe.

### COMMENCEMENT

Mayor Gilbert welcomed everyone in attendance.

The facilitators for the morning session were Lou O'Boyle, Director of Engagement and Emily Groo, Organizational Development & Learning Consultant from Zelos. Ms. O'Boyle welcomed everyone in attendance and gave an overview of how the morning session would proceed.

For the majority of the morning session, Council and staff collaborated to review the Town's strategic goals and plans, formulated ideas on implementation using an integrated approach, and discussed how implementation and completion may change the way the organization functions.

The facilitator for the afternoon session was Peg Carlson, Director of the School of Government's Center for Public Leadership and Governance. Ms. Carlson welcomed everyone in attendance and gave an overview of how the afternoon session would proceed.

For the majority of the afternoon session, Council and staff participated in a variety of exercises to clarify the roles and relationships of Council and methods on how to strengthen effectiveness within the governing team.

ADJOURNMENT

With no further business and with no objections from Council, Mayor Gilbert adjourned the meeting.

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Tesa Silver, Deputy Town Clerk

ATTEST:

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Jacques K. Gilbert, Mayor



## VIRTUAL REGULAR TOWN COUNCIL MEETING

January 25, 2022 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 Tem: Audra Killingsworth

Council Members: Brett D. Gantt; Cheryl F. Stallings; Terry Mahaffey; Edward Gray

Town Manager: Catherine Crosby | Assistant Town Managers: Shawn Purvis and Marty Stone

Deputy Town Clerk: Tesa Silver | Town Attorney: Laurie L. Hohe

In attendance were Mayor Jacques K. Gilbert, Mayor Pro Tem Audra M. Killingsworth, and Council Members Brett D. Gantt, Terry Mahaffey, Cheryl F. Stallings, and Edward Gray. Also in attendance were Town Manager Catherine Crosby, Assistant Town Managers Shawn Purvis and Marty Stone, Deputy Town Clerk Tesa Silver, and Town Attorney Laurie L. Hohe.

### COMMENCEMENT

Mayor Gilbert called the meeting to order, roll called attendance, provided a brief word of encouragement and led the pledge of allegiance.

### PRESENTATIONS

PR1 Apex Town Council and Stephanie Mitchell of the Apex Public School Foundation  
Presentation of the Peak S.T.A.R. Award

Council Member Mahaffey stated the Peak S.T.A. R. was being presented to the second honoree, and that the award would be presented quarterly. Council stated that by partnering with the Apex Public School Foundation we are able to recognize staff members who have made outstanding contributions to area schools and that it is an opportunity to keep the public informed.

Stephanie Mitchell, President of The Apex Public School Foundation, recognized the honoree of the Peak STAR Award, Mr. Scott Chapman of Baucom Elementary School. Brian Saunders, Principal of Baucom Elementary School shared comments about Mr. Chapman's contributions and expressed appreciation to Mr. Chapman. Mr. Chapman expressed appreciation for receiving the honor. Council congratulated Mr. Chapman and thanked him for his hard work, as well as all the other educators.

PR2 Jacques K. Gilbert, Mayor  
Presentation of Black History Month Proclamation  
Council read the proclamation for Black History Month.

PR3 Jacques K. Gilbert, Mayor  
Presentation of Proclamation recognizing Health and Humanity Yogathon 2022  
Council read the proclamation for Health and Humanity Yogathon 2022.

#### CONSENT AGENDA

- CN1 Amanda Bunce, Current Planning Manager  
Statement of the Apex Town Council pursuant to G.S. 160D-605(a) addressing action on the Unified Development Ordinance (UDO) Amendments of January 11, 2022.
- CN2 Marty Stone, Assistant Town Manager  
Encroachment agreement between the Town and property owner Shenandoah Homes, LLC to install a porch and house that will encroach 13 SF and steps that will encroach 9 SF onto Town's Public Utility Easement and authorize the Town Manager to execute the same.
- CN3 Marty Stone, Assistant Town Manager  
Encroachment agreement between the Town and property owner Lennar Carolinas, LLC to install a driveway that will encroach 18 SF onto Town's Public Drainage Easement and authorize the Town Manager to execute the same.
- CN4 Steve Adams, Real Estate and Public Utilities  
Deed of easement with Duke Energy Progress for underground electric easement and to authorize the Town Manager to execute the deed on behalf of the Town of Apex.
- CN5 Tesa Silver, Deputy Town Clerk  
Minutes of the December 14, 2021 Regular Town Council Meeting, the January 11, 2022 Regular Town Council Meeting, and the January 12, 2022 Special Town Council Meeting.
- CN6 Mary Beth Manville, Human Resources Director  
Increasing the Legal Department's Paralegal position from 0.5625 to 1.0 FTE, and corresponding Budget Ordinance Amendment no. 13.
- CN7 Jason Armstrong, Chief of Police  
Award badge and service handgun to Captain Ann Stephens who will retire from the Apex Police Department as of February 1, 2022
- CN8 Dennis Brown, Senior Capital Projects Manager

Approve and authorize the Town Manager to execute Facility Encroachment Agreement with CSX Transportation, Inc. for the new Pleasant Park Project.

CN9 Mary Beth Manville, Human Resources Director

A revision to the Town's Retiree Health Insurance Policy to allow new spouses to be added on to the Town's Retiree Health insurance plan if the retiree's spouse, who was covered at the time the retiree retired from the Town, passes away or drops coverage due to divorce.

Mayor Gilbert called for a motion to approve the Consent Agenda.

Mayor Pro Tem Killingsworth made the motion to  
approve the agenda;

Council Member Gray seconded the motion.

The motion carried by a 5-0 roll call vote.

#### REGULAR MEETING AGENDA

Mayor Gilbert called for a motion to approve the Regular Agenda.

Council Member Gantt made the motion to  
approve the agenda;

Council Member Stallings seconded the motion.

The motion carried by a 5-0 roll call vote.

#### PUBLIC FORUM

Ana Barnes, advocated and asked for Council support to build tiny homes in Apex.

#### PUBLIC HEARINGS

PH1 Dianne Khin, Director of Planning and Community Development

Ordinance on the Question of Annexation - Apex Town Council's intent to annex Teresa L. Kirkpatrick, Charles K. Lewis & Francis J. Lewis, & Michael D. Clearly & Alison N. Clearly (Alderwood PUD) property containing 9.96 acres located at 8016 Jenks Road, 8000 Jenks Road, & 7912 Jenks Road Annexation #722 into the Town's corporate limits.

Staff oriented Council to the site, stated that the request is due to the need for town services, and to receive approval of their construction plans. Staff is recommending approval.

Mayor Gilbert declared the Public Hearing Opened. With no comments, Mayor Gilbert declared the Public Hearing Closed.

Mayor Gilbert called for a motion.

Mayor Pro Tem Killingsworth made the motion to approve the annexation;

Council Member Gray seconded the motion.

The motion carried by a 5-0 roll call vote.

PH2 Shelly Mayo, Planner II

Rezoning Application #21CZ20 3075 Lufkin Road. The applicant, Al Goodrich of Wigeon

Capital, LLC., seeks to rezone approximately 3.08 acres from Planned Commercial-

Conditional Use (PC-CU #94CU21 & #98CU14) and Planned Commercial (PC) to Light

Industrial-Conditional Zoning (LI-CZ). The proposed rezoning is located at 3075 Lufkin Road.

This Public Hearing is continued from the January 11, 2022 Town Council meeting. Staff oriented

Council to the site. Staff recommended approval and the Planning Board recommended approval.

Mayor Gilbert declared the Public Hearing opened. With no comments, Mayor Gilbert declared the Public Hearing closed.

Chad Essick, representing the applicant provided Council with a brief presentation on of the proposed rezoning, stated why the proposed rezoning would be appropriate, and provided information on the conditions the applicant committed to. Mr. Essick asked for Council support and approval.

Mayor Gilbert called for a motion.

Mayor Pro Tem Killingsworth made the motion to approve the rezoning;

Council Member Gray seconded the motion.

The motion carried by a 5-0 roll call vote

PH3 Shelly Mayo, Planner II

Rezoning Application #21CZ28 Retreat at Cedar Crossing PUD Amendment. The applicant,

Toll Southeast LP Company, Inc., seeks to rezone approximately 36.54 acres from Planned Unit

Development-Conditional Zoning (PUD-CZ #18CZ12) to Planned Unit Development-

Conditional Zoning (PUD-CZ). The proposed rezoning is located at 433 New Hill Olive Chapel

Road; 0, 1310, 1311, 1314, 1315, 1318, 1319, 1322, 1323, 1328, 1332, 1336, 1340, 1346, 1350,

1354, 1358, 1362, 1366, 1361, 1357, 1353, 1349, 1345, 1341, 1335, & 1329 Mascoma Drive;

1212, 1220, 1216, 1208, 1204, 1201, 1205, & 1209 Blue Mist Court; 0, 0, 0, 3528, 3524, 3520,

3516, 3512, 3508, 3504, 3525, 3521, 3517, & 3500 Olive Glen Drive; & 0, 0, & 3510 Tuftonboro Lane.

Staff oriented Council to the Site and stated that the rezoning is for PUD amendments only. The rezoning is consistent with 2045 land use map. Planning Staff and the Planning Board recommended approval.

Nil Gosh, representing the applicant, stated that the rezoning was needed to “clean-up” things that were missed in the prior rezoning. The applicant wanted to ensure that there aren’t any nonconformities within the development. The applicant also wanted to the opportunity to develop the community with adequate and appropriate amenities. Mr. Gosh stated that the applicant hoped to receive Council’s support.

Mayor Gilbert declared the Public Hearing opened. With no comments, Mayor Gilbert declared the Public Hearing closed.

Mayor Gilbert called for a motion.

Council Member Gantt made the motion to approve the rezoning;

Council Member Gray seconded the motion.

The motion carried by a 5-0 roll call vote

PH4 Shawn Purvis, Assistant Town Manager

The Town of Apex ADA Assessment and Transition Plan.

Assistant Town Manager Purvis stated that the town started an ADA Assessment and Transition Plan process and that the Town has received the results of that study. Mr. Purvis stated that this was an informative hearing, and no decisions were needed from Council tonight. Mr. Purvis introduced Bryan Weinstein, P.E., AI/PE Group Manager of ADA Compliance and Accessibility Services and Ines Nizeye ACIP, AI/PE Project Manager with Tinadale Oliver (now Benesch).

Council received a presentation on the assessment that was conducted for the Town. Mr. Weinstein explained the requirements that the Town must adhere to be ADA compliant. The study was conducted to improve access, safety, and security of the Town’s buildings, parks, and rights-of-way so that an ADA Assessment and Transition Plan could be developed. Ms. Nizeye provided Council with

examples of prioritized assessed items and cost estimates to fix the assessed items. Ms. Nizeye reviewed the results of the Community Accessibility Survey.

Mr. Weinstein stated that they have provided an implementation plan that can be used as a guide for the Town to develop a program for the needed improvements. Mr. Weinstein reviewed the next steps that needed to be taken.

Mayor Gilbert declared the Public Hearing opened. With no comments, Mayor Gilbert declared the Public Hearing closed.

#### OLD BUSINESS

There were no Old Business items for consideration.

#### UNFINISHED BUSINESS

There were no Unfinished Business items for consideration.

#### NEW BUSINESS

There were no New Business items for consideration.

#### UPDATES BY TOWN MANAGER

Town Manager Crosby thanked all the service crews who worked this past weekend to keep residents safe.

Mayor Gilbert thanked Jenna Shouse for all of her work on the Lamp Project and is looking forward to hearing more about the project in the upcoming weeks.

Mayor Gilbert invited everyone to join him next Wednesday, February 2, 2022 at 12:00 p.m. at the Depot for Groundhog Day with Sylvia the Armadillo.

#### CLOSED SESSION

There was no Closed Session.

WORK SESSION

There was no Work Session.

ADJOURNMENT

With no further business and with no objections from Council, Mayor Gilbert adjourned the meeting.

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Tesa Silver, CMC, Deputy Town Clerk

ATTEST:

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Jacques K. Gilbert, Mayor

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# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PUBLIC HEARING

Meeting Date: January 25, 2022

## Item Details

Presenter(s): Shawn Purvis, Assistant Town Manager

Department(s): Administration

### Requested Motion

Motion to approve Town of Apex ADA Transition Plan

### Approval Recommended?

Yes

### Item Details

Since 2020, the Town has been working on the evaluation of all Town-owned facilities, programs, activities, and services in an effort to identify any needed changes to comply with the current Americans with Disabilities Act (ADA) regulations and generate a Town ADA Transition Plan. The ADA ensures equal opportunity in the areas of employment, state and local government services, public accommodations, and telecommunications. Under ADA, state and local governments are obligated to conduct a self-assessment of their facilities, programs, activities, and services. The assessment and Transition Plan also represents the Town's commitment to being an inclusive and accessible community.

The purpose of the Transition Plan is to address any barriers identified in the self-assessment and provide suggested remedies, cost analyses, and a time line in which to eliminate these barriers. Although the ADA requires that a facility's services, activities, policies, and programs be accessible in the most integrated manner possible, it does not require agencies to make structural changes to existing facilities if compliance can be achieved by alternate means. This plan will set forth guideline standards for budgeting, implementing, and maintaining ADA compliance throughout Town properties, programs, services, and activities. Town Council received a presentation of the plan and held a public hearing on January 25, 2022. There were no public comments at that meeting and the Town has not received any further comments since.

### Attachments

- The full draft including Appendix A containing the full assessment reports can be found on our website at <http://www.apexnc.org/1637/ADA-Transition-Plan>.



# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CLOSED SESSION

Meeting Date: February 8, 2022

## Item Details

Presenter(s): Steve Adams, Real Estate & Public Utilities

Department(s): Administration

### Requested Motion

Possible motion to go into closed session pursuant to NCGS 143-318.11(a)(5) to discuss the town's negotiating position with respect to acquisition of real property.

### Approval Recommended?

N/A

### Item Details

N/A

### Attachments

- N/A

