



Apex Town Council Meeting

Tuesday, May 05, 2020

Jacques K. Gilbert, Mayor
Nicole L. Dozier, Mayor Pro Tempore
Brett D. Gantt, Audra M. Killingsworth, Cheryl F. Stallings,
and Terry Mahaffey, Council Members
Drew Havens, Town Manager
Shawn Purvis, Assistant Town Manager
Marty Stone, Assistant Town Manager
Donna B. Hosch, MMC, NCCMC, Town Clerk
Laurie L. Hohe, Town Attorney

The Regular Meeting of the Apex Town Council scheduled for Tuesday, May 05, 2020, at 6:00 PM will be held in the Council Chamber of Apex Town Hall, 73 Hunter Street. The meeting will adjourn when all business is concluded or at 10:00 PM, whichever comes first.

COMMENCEMENT

Call to Order : Invocation : Pledge of Allegiance

PRESENTATIONS

[PR1](#) Chief John Letteney

Presentation of National Police Week Proclamation

[PR2](#) Drew Havens, Town Manager

Proclamation recognizing May 3-9 as Public Service Recognition Week

[PR3](#) Chief John Letteney

Presentation of National Telecommunicator Week Proclamation

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](#) Donna Hosch, Town Clerk

Motion to approve Minutes of the April 7, 2020 Special Council Meeting and the April 21, 2020 Regular Council Meeting.

[CN2](#) Donna Hosch, Town Clerk

Motion to approve Apex Tax Report dated March 4, 2020

- [CN3](#) Mayor Jacques Gilbert and Mayor Pro Tem Nicole Dozier
Motion to approve a request to the General Assembly for a Charter amendment regarding Clerk appointment
- [CN4](#) Shannon Cox, Long Range Planning Manager
Motion to approve a Resolution Supporting the Development of the Rail Corridors Referred to as the S-Line and SA-Line for the Benefits of Improved Passenger Rail, Improved Freight Movement, Improved Commuting Options and Economic Development.
- [CN5](#) Shannon Cox, Long Range Planning Manager
Resolution of the Apex Town Council to the North Carolina General Assembly supporting rail as an integral component of North Carolina's transportation future.
- [CN6](#) Amanda Bunce, Current Planning Manager
Motion to set the Public Hearing for the May 19, 2020 Town Council meeting regarding various amendments to the Unified Development Ordinance as requested by Planning staff.
- [CN7](#) Mary Beth Manville, Human Resources Director
Motion to approve the reclassification of one of the Water Resources Department's Senior Engineer positions, Grade 28, to Environmental Engineering Manager, Grade 29, and Stormwater & Utility Engineering Manager position, Grade 31, to Utilities Engineering Manager, Grade 29.
- [CN8](#) 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 on the Question of Annexation – Apex Town Council's intent to annex 1800 N Salem, LLC property containing 1.97 acres located at 1800 N Salem Street, Annexation #688 into the Town's corporate limits.
- [CN9](#) Adam Stephenson, Engineering Supervisor
Motion to approve revisions to the Town Standard Specifications and Details.
- [CN10](#) Shawn Purvis, Assistant Town Manager
Motion to set the Public Hearing concerning the proposed Fiscal Year 2020-2021 Budget including expenditures for Economic Development (pursuant to NCGS 158-7.1), for Tuesday, May 19, 2019 at 6:00 p.m. at the Apex Town Hall.
- [CN11](#) Michael Deaton, Water Resources Director
Motion to award a sewer main construction contract to Carolina Civilworks, Inc and authorization for the Town Manager to execute the contract on behalf of the Town.
- [CN12](#) Adam Stephenson, Engineering Supervisor

Motion to approve Capital Project Ordinance Amendment No. 2020-14 appropriating an additional \$5,935 in funds for the Laura Duncan Multi Use Path project

[CN13](#) Marty D. Stone, Assistant Town Manager

Motion to approve resolution to authorize town manager or his designee to execute Right of Way Encroachment Agreements with North Carolina Department of Transportation.

REGULAR MEETING AGENDA

Mayor Gilbert will call for additional Agenda items from Council or Staff and set the Agenda prior to taking action

PUBLIC FORUM

Public Forum allows the public an opportunity to address the Town Council. The speaker is requested not to address an item that appears as a Public Hearing 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. At this time, there will be no live participation by the general public during meetings. All public comment must be submitted through email, voicemail, or online form. Visit www.apexnc.org/remote for details.

PUBLIC HEARINGS

[PH1](#) Amanda Bunce, Current Planning Manager

Public Hearing and possible motion regarding various amendments to the Unified Development Ordinance.

OLD BUSINESS

UNFINISHED BUSINESS

[UB1](#) Vance Holloman, Finance Director

Motion to approve the Resolution Providing for the Sale and Issuance of \$1,800,000 General Obligation Parks and Recreation Bonds, Series 2020A, the Resolution Providing for the Sale and Issuance of \$28,000,000 General Obligation Parks and Recreation Bonds, Series 2020B and the Resolution Providing for the Sale and Issuance of Not to Exceed \$3,200,000 General Obligation Refunding Bonds, Series 2020.

NEW BUSINESS

[NB1](#) Marty D. Stone, Assistant Town Manager

Discussion on the future use of town properties located at 320 and 322 N. Mason Street and direction on the same.

CLOSED SESSION

WORK SESSION

ADJOURNMENT

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PRESENTATION

Meeting Date: May 5, 2020

Item Details

Presenter(s): Chief John Letteney

Department(s): Police

Requested Motion

Presentation of National Police Week Proclamation

Approval Recommended?

Yes

Item Details

Presentation of National Police Week Proclamation. National Peace Officer's Memorial Day is May 15, 2020.

Attachments

- None





"The Peak of Good Living"

TOWN OF APEX
NORTH CAROLINA

PROCLAMATION

National Police Week 2020

WHEREAS, Congress and the President of the United States have designated May 15, 2020 as "Peace Officers' Memorial Day" and the week in which it falls as "National Police Week"; and

WHEREAS, there are approximately 900,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Apex Police Department; and

WHEREAS, the members of our law enforcement agency of Apex play an essential role in safeguarding the rights and freedoms of our Town; and

WHEREAS, it is important for all citizens to know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency, and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

WHEREAS, the service and sacrifice of all officers killed in the line of duty will be honored during the National Law Enforcement Officers Memorial Fund's 32nd Annual Candlelight Vigil on the evening of May 13, 2020;

NOW, THEREFORE, I, Jacques K. Gilbert, Mayor of the Town of Apex, North Carolina, call upon our citizens and all patriotic, civic, and educational organizations to observe the week of May 10-16, 2020 as NATIONAL POLICE WEEK recognizing all law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities.

I further call upon all citizens to observe May 15, 2020 as "Peace Officers' Memorial Day" to honor our law enforcement officers who have made the ultimate sacrifice in service to their community or have been disabled in the performance of their duties, and let us recognize and pay respect to the survivors of our fallen heroes.

IN WITNESS THEREOF, I have hereunto set my hand and caused
the Seal of the Town of Apex, North Carolina
to be affixed this the 5th day of May 2020

Jacques K. Gilbert, Mayor

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PRESENTATION

Meeting Date: May 5, 2020

Item Details

Presenter(s): Drew Havens, Town Manager

Department(s): Administration

Requested Motion

Proclamation recognizing May 3-9 as Public Service Recognition Week

Approval Recommended?

Yes

Item Details

N/A

Attachments

- Proclamation



PROCLAMATION

From the Office of the Mayor



Public Service Recognition Week 2020

WHEREAS, our residents are served every single day by public servants at the federal, state, county, and municipal levels; and

WHEREAS, nearly 500 hard-working, talented people are employed by the Town of Apex, with over 3,600 combined years of government service; and

WHEREAS, in often difficult circumstances, our civil servants work to protect and improve the quality of life for our residents, businesses, and visitors; and

WHEREAS, Public Service Recognition Week has been celebrated the first week of May since 1985 to honor the men and women who serve our nation as federal, state, county, and local government employees;

NOW, THEREFORE, I, Jacques K. Gilbert, Mayor of the Town of Apex, North Carolina, call upon our citizens and all patriotic, civic, and educational organizations to observe the week of May 3-9, 2020 as PUBLIC SERVICE RECOGNITION WEEK recognizing all public servants, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities.

IN WITNESS THEREOF, I have hereunto set my hand
and caused the Seal of the Town of Apex, North Carolina,
to be affixed this the 5th day of May 2020

Jacques K. Gilbert, Mayor

| Agenda Item | cover sheet

For consideration by the Apex Town Council

Item Type: PRESENTATION

Meeting Date: May 5, 2020

Item Details

Presenter(s): Chief John Letteney

Department(s): Police

Requested Motion

Presentation of National Telecommunicator Week Proclamation

Approval Recommended?

Yes

Item Details

Presentation of National Telecommunicator Week Proclamation. National Telecommunicator Week was April 12-18, 2020.

Attachments

- Proclamation





‘The Peak of Good Living’

TOWN OF APEX
NORTH CAROLINA

PROCLAMATION

National Public Safety Telecommunicator Week 2020

WHEREAS, emergencies can occur at any time that require police, fire, or emergency medical services; and

WHEREAS, when an emergency occurs the prompt response of police officers, firefighters, and paramedics is critical to the protection of life and preservation of property; and

WHEREAS, the safety of our police officers and firefighters is dependent upon the quality and accuracy of information obtained from citizens who telephone the Apex communications center; and

WHEREAS, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and

WHEREAS, Public Safety Telecommunicators are the single vital link for our police officers and firefighters by monitoring their activities by radio, providing them information, and insuring their safety; and

WHEREAS, Public Safety Telecommunicators of the Apex Police Department have contributed substantially to the apprehension of criminals, suppression of fires, and treatment of patients; and

WHEREAS, each has exhibited compassion, understanding, and professionalism during the performance of their job in the past year;

NOW, THEREFORE, I, Jacques K. Gilbert, Mayor of the Town of Apex, North Carolina, declare the week of April 12th through 18th, 2020 NATIONAL PUBLIC SAFETY TELECOMMUNICATOR WEEK in Apex in honor of the men and women whose diligence and professionalism keep our Town and citizens safe.

IN WITNESS THEREOF, I have hereunto set my hand and caused
the Seal of the Town of Apex, North Carolina
to be affixed this the 5th day of May 2020

Jacques K. Gilbert, Mayor

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: May 5, 2020

Item Details

Presenter(s): Donna Hosch, Town Clerk

Department(s): Administration

Requested Motion

Motion to approve Minutes of the April 7, 2020 Special Council Meeting and the April 21, 2020 Regular Council Meeting.

Approval Recommended?

Yes

Item Details

N/A

Attachments

- Minutes of the April 7, 2020 Special Council Meeting
- Minutes of the April 21, 2020 Regular Council Meeting





Apex Town Council Special Meeting

Tuesday, April 07, 2020

Jacques K. Gilbert, Mayor
Nicole L. Dozier, Mayor Pro Tempore
Brett D. Gantt, Audra M. Killingsworth, Cheryl F. Stallings,
and Terry Mahaffey, Council Members
Drew Havens, Town Manager
Shawn Purvis, Assistant Town Manager
Marty Stone, Assistant Town Manager
Donna B. Hosch, MMC, NCCMC, Town Clerk
Laurie L. Hohe, Town Attorney

The Special Meeting of the Apex Town Council
scheduled for Tuesday, April 7, 2020, at 9:00
a.m. was held in the Council Chamber of Apex
Town Hall, 73 Hunter Street

In attendance were Mayor Jacques K. Gilbert, Mayor Pro Tem Nicole L. Dozier, and Council Members
Audra M. Killingsworth, Brett D. Gantt, Cheryl F. Stallings, and Terry Mahaffey
Also in attendance were Town Manager Drew Havens, Assistant Town Manager Marty Stone,
Town Clerk Donna B. Hosch (remotely), and Town Attorney Laurie L. Hohe

COMMENCEMENT

Mayor Gilbert called the meeting to order, read a statement of diversity and inclusion as it related to religion, gave the Invocation, and led the Pledge of Allegiance. All members of Council offered their words of thanks, encouragement, and appreciation to staff and the citizens of Apex.

PRESENTATIONS

There were no presentations to be made.

CONSENT AGENDA

- CN1 Mary Beth Manville, Human Resources Director
Water Resources Program Support Specialist position (Grade 15) to a Senior Program Support Specialist position (Grade 17)
- CN2 Mary Beth Manville, Human Resources Director

FMLA Leave Expansion and Emergency Paid Sick Leave Policy in accordance with the Families First Coronavirus Act (FFCRA)

Mayor Gilbert called for a motion to adopt the Consent Agenda. Council Member Dozier made the motion; Council Member Gantt seconded the motion.

The motion carried by a 5-0 vote.

REGULAR MEETING AGENDA

Council Member Mahaffey requested the New Business items be heard prior to the Unfinished Business item. Town Attorney Hohe noted that Public Forum would not be heard as this was a Special Meeting.

Mayor Gilbert called for a motion to adopt the Regular Agenda. Council Member Mahaffey made the motion with the requested changes; Council Member Killingsworth seconded the motion.

The motion carried by a 5-0 vote.

PUBLIC FORUM

Public Forum was not held as this was a Special Meeting.

PUBLIC HEARINGS

There were no Public Hearings for consideration.

OLD BUSINESS

There were no Old Business items for consideration.

NEW BUSINESS

NB1 Shawn Purvis, Assistant Town Manager

Discussion to give staff direction regarding the creation of an Emergency Loan Program for small businesses

Staff stated this related to small businesses that needed to cut back or shut down due to COVID-19. The draft was presented for discussion. Staff stated there were details to work through with direction from Council.

Council stated the maximum loan amount was a question mark for him. Depending upon the number of applications, he was not sure we would have the budget for this. Staff stated the \$25,000 loan amount figure was a place holder and that Council was correct in that there was no way we could allot enough money for everyone. Everyone was struggling, and a cut off would need to be decided. Staff explained how this is being handled in other areas. Businesses needed to know that everyone may not be eligible; and that even if they were, funds may not be received because of late applications or funds running out. Staff suggested a loan amount of \$10,000, not to exceed three months of operational expenses.

Council stated it was hard to come up with an amount and that she was in agreement that we would not know how this would impact the budget. She valued the small businesses in Apex. She would like to see the \$25,000 amount if it could be worked out. There will most likely be another stimulus coming from the government. Council was unsure as to where to start with a number. Staff stated other communities just picked a number because this was hard to quantify. The number would be whatever Council was comfortable with and would stop there. Staff stated she only looked at like communities in North Carolina and was seeing a lot of these loans in the \$10-15,000 range. Some were issuing monies in the form of small grants. Grants were not what Apex was proposing.

Council stated he has been speaking with the Town Manager. This was an important tool as small businesses are trying to survive. Several other programs are coming that we don't even know about right now. But businesses are struggling today and are in danger of closing. We have \$8 million in Fund Balance. He was comfortable with the \$25,000 loan amount up to \$1 million. We could revisit this to see how it was going.

Council asked if this would include owners with only two full time employees, to which staff responded it would. Staff also stated that it was mentioned to use a third-party administrator. Council asked if we could use the Rural Center, staff responding 'yes' but that they were busy and not returning her calls. Staff agreed that a local administrator would work hard for us. Council stated she would reach out to the Rural Center if staff reminded her to do so. Staff stated she had several other contacts, but they had been missing connecting with each other.

Staff stated she had a record of the total small businesses in town that could qualify for this loan. Depending upon how small business was defined, she could go through the list and provide a good figure of those with 25 employees or less. Staff was asked if we were looking at businesses which were industry specific or if we planned to proceed on a first come, first served basis. Staff explained that some programs identify businesses that are not eligible. Our Council could deem these eligible.

Council asked if there could be another meeting if we found the demand high for the loans. He realized it would depend on how good the other programs are going to be. He asked that we revisit this and change the terms based on how well our program is received. Council asked how we arrived at the 625 credit score, staff stating it was a placeholder based on the average of what she'd seen. Some programs, however, don't require a credit score. We could make this number as difficult or as easy as Council preferred. Staff felt it would be prudent for the number to fall somewhere in the middle. The credit score could be changed or taken out altogether.

The Town Attorney stated businesses needed to be reminded that this would not be a gift and that we would need to be good stewards of the Town's money. We would need to figure out what to do on the back end if the loan couldn't be paid back. Looking at a business' credit score or profitability would help to determine if the loan could be paid back. We also needed to look at collateral. Some businesses may not make it through, and we would need to be able to collect. Some criteria on the front end would be necessary in order to determine a business' ability to repay.

Council suggested two changes to the proposed program – first, moving the credit score of 625 down a bit; he felt 625 was aggressive. 575 or 600 would allow more breathing space for a business doing okay. Second, Council did not want to see people going into bankruptcy and was concerned about a personal guarantee. He wanted to see a person's interest limited to the business itself.

The Town Attorney asked staff if personal guarantee comes into play when personal assets do not. She was comfortable that most individuals are secured by some asset of the business. The Town Attorney asked staff if she'd seed statistics on personal guarantee vs. secured assets. Staff responded that not all programs require personal guarantee. Staff noted that even with this loan, some business still may not make it. What would we do at that point even if we help them. How comfortable would we be in recouping our resources. The Town Attorney stated the lower the credit score, the higher the risk of collecting on the back end. If we lowered the credit score, the administrator would be looking at this and possibly suggesting a higher interest rate on the loan. Staff stated we would look toward the

administrator to provide guidance on this. The Town Attorney stated that if Council was comfortable lowering the credit score, that direction be given to staff to work with the administrator on this.

Council stated he would want to increase the cap instead of lowering the credit score. He felt the Town will lose money on this.

Council stated we are not in this to make money.

Council Member Dozier made the motion to adopt the program as proposed by staff and working with an administrator.

Council stated working with an administrator may result in changes to Council's two points [identified earlier in conversation]. She did not want to see this held up any longer. We will be able to revisit if necessary. We need to take the advice of the administrator. We are not financial experts.

Council Member Killingsworth seconded the motion with an amendment to allow flexibility for the credit score and personal guarantee based on administrator recommendations.

Council asked if changes from the administrator could be approved via email, the Town Attorney stating 'no', but that the matter could come back to Council at a meeting for ratification of what had been worked out with the administrator. Council wanted checks written as soon as possible. Details could be changed mid-stream.

The Town Attorney asked if the Fund Balance cap would be \$1 million. Council asked what would happen if there were many more applications after hitting cap. The Town Attorney asked for clarification of application deadlines and who would be eligible. Responding to Council, staff stated this loan was to fill the gap until other assistance becomes available.

Council Member Dozier amended her motion: to adopt the Small Business Loan program policy as drafted, directing staff to engage with the third party administrator on the two key items related to credit scores and the personal guarantee, adding a cap of \$1 million, and a \$25,000 loan amount for businesses; Council Member Killingsworth seconded the motion.

The motion carried by a 5-0 vote.

Council stated he wished to give direction to staff on COVID relief. As part of budget, he wished to see grants to non-profits as they are struggling because of this situation. He felt it appropriate to revisit grant amounts for the 21 non-profits to help them reach their level of service. Council wished staff to review the original requests and come back with a budget amendment after reaching out to the non-profits. This would only involve those approved in the budget.

NB2 Drew Havens, Town Manager and Laurie Hohe, Town Attorney

Discussion and possible motion to approve a policy to permit remote public participation in Town meetings

Council stated the latest draft included minor differences. We still need to conduct some of the Town business and hold Council meetings, and the Town needs to be able to communicate. The policy would allow the public to provide comments online, via emails, or to call and leave voice messages at a designated number. This process would be publicized. Responding to Council, staff stated comments would be read at Council meetings and into the record. The current rules regarding time would remain in place.

Council worried that people may not see the policy on the website or via social media. Discussion ensured as to the various means of getting the information to the public, i.e., utility bills, press release, social media.

Council stated he felt rezonings should be delayed until in person meetings restarted. Alternate methods of communication would not have the same impact as citizens appearing before Council in person. The Town Attorney advised the policy stated this cannot be done for quasi-judicial meetings. Conversation ensured about who would decide what would be heard. Staff stated controversial items can be delayed, Council agreeing with this. Staff stated the applicant would not be happy, but they might have a better outcome if they wait. The Town Attorney stated it would be best to postpone as many hearings as possible because of legal statutes. Council stated delaying could be discussed if it was something the applicant did not want to do.

Mayor Gilbert called for a motion. Council Member Mahaffey made the motion to approve the Policy; Council Member Killingsworth seconded the motion.

The motion carried by a 5-0 vote.

NB3 Vance Holloman, Finance Director

Resolution authorizing the filing of an application with the Local Government Commission to issue \$3.2 million of General Obligation Refunding Bonds and \$1.8 million of General Obligation Parks and Recreational Facilities Bonds and setting a public hearing for April 21, 2020

Staff stated this was the debt issue discussed during the retreat. He detailed the presented documents.

Mayor Gilbert called for a motion. Council Member Mahaffey made the motion to adopt the Resolution and set the public hearing; Council Member Killingsworth seconded the motion.

The motion carried by a 5-0 vote.

UNFINISHED BUSINESS

UB1 Marty Stone, Assistant Town Manager

Various mitigation measures to address concerns shared by residents who live near the site of the new Electric Department Facility

Staff thanked Council for their support of staff during this difficult time. He presented background on this issue including actions taken on the part of staff. The screening wall was the main point of litigation. Residents are somewhat okay with the wall, but what some really wanted was for the project to be stopped. Residents subsequently presented additional requests. Staff stated we have received best cost analysis from our consultant, which was outlined in a memo from staff. We are at a critical point in the project, and direction was needed on this day from Council on the measures it wished to implement. Any changes would be in the form of a budget amendment from Fund Balance.

Staff spoke about where the wall would need to be placed, providing dimensions and figures on several options. He talked about relocation of the dumpster and figures to do so. The dumpster will hold the same types of materials as at other Town operations; there will not be a smell. Moving the dumpster from one side of the site to another is not the way to address a possible smell issue. Staff did not recommend doing so as it would not change anything and the dumpster will not be visible where it is slotted to be located. There will be a barrier around the area.

Staff spoke about additional landscaping at the gravel lot. Screenings can be added, and figures to do so were presented. Residents have been appreciative of this consideration. Staff recommended this

option, as it would add opacity to the buffer. Staff explained additional planting on the eastern buffer and gave the cost to do so.

Staff explained the cost associated with replacing the fencing with alternate materials. From a screening standpoint, this would not make a difference as most comments came from residents looking out the second story windows of their homes. One resident was concerned about children being able to get on the drive of the facility. Staff talked about what the resident wanted, stating this was not relevant. If a fence were put up, it would be going up on private property, and this was not recommended.

Staff presented a summary of potential costs. A decision was needed on this day, because anything delaying the contractor would cause extra money. Staff recommended plantings, how this could be done, and by whom.

Council asked about the possibility of fencing around the entire facility. Staff explained the approved plans and that anything done now would be to mitigate three residents. None of these residents attended the meeting that we reached out to them to attend.

Council was concerned that mitigation efforts did not include the whole neighborhood, for example, cross walks. Staff stated no requests had been made for crosswalks, even after neighbors being made aware of where on the site the facility would go.

Council stated there were two sets of people – those impacted and those who felt they were impacted. She was leaning towards what people were asking for because of this. Staff clarified that people were not necessarily asking for a wall. They were more interested in the facility not being there. Staff explained the fence will be inside our buffers. There are plantings that are a part of the plan. We are looking at moving towards trees that will be large and grow fast. This would be an effective way to mitigate. It was explained the fence will be vinyl coated and blend with the environment. The fence is not for screening, but for keeping people out. Several Council members liked the larger, more expansive greenery.

Council wondered about investment in the screening wall, to which staff responded that vegetation would serve the same purpose. Responding to Council, staff explained the proposed fence would not impact any more trees and that several types of walls were considered. He explained that product has already been ordered and any mitigation will cost us money whether or not the product is used. Staff responded to a few Council questions about a sound wall.

Mayor Gilbert called for a motion. Council Member Killingsworth made a motion to continue with the original fencing that has been approved, and landscaping with more mature trees. This would be approval of presented options 4 and 5.

Council stated that later we could look at other options to address traffic concerns, which is what she's mostly heard from neighbors. Staff added that a school bus stop will be addressed later and that there will be high visibility cross walks.

Council Member Dozier seconded the motion.

The motion carried by a 5-0 vote.

Council stated appreciation to staff for the time it took to look into this matter. A lot of time was spent on this specific issue.

CLOSED SESSION

There were no Closed Session items for consideration.

WORK SESSION

There were no Work Session items for consideration.

ADJOURNMENT

With there being no further business and without objection from Council, Mayor Gilbert adjourned the meeting.

Donna B. Hosch, MMC, NCCMC
Town Clerk

ATTEST:

Jacques K. Gilbert, Mayor

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Apex Town Council Meeting

Tuesday, April 21, 2020

Jacques K. Gilbert, Mayor
Nicole L. Dozier, Mayor Pro Tempore
Brett D. Gantt, Audra M. Killingsworth, Cheryl F. Stallings,
and Terry Mahaffey, Council Members
Drew Havens, Town Manager
Shawn Purvis, Assistant Town Manager
Marty Stone, Assistant Town Manager
Donna B. Hosch, MMC, NCCMC, Town Clerk
Laurie L. Hohe, Town Attorney

The Regular Meeting of the Apex Town Council
scheduled for Tuesday, April 21, 2020, at 6:00
p.m. was held in the Council Chamber of Apex
Town Hall, 73 Hunter Street

In attendance were Mayor Jacques K. Gilbert, Mayor Pro Tem Nicole L. Dozier (remotely),
and Council Members Audra M. Killingsworth, Brett D. Gantt, Cheryl F. Stallings, and Terry Mahaffey
Also in attendance were Town Manager Drew Havens, Assistant Town Manager Shawn Purvis,
Town Clerk Donna B. Hosch (remotely), and Town Attorney Laurie L. Hohe

COMMENCEMENT

Mayor Gilbert called the meeting to order and read a diversity and inclusion statement as it related to religion. Council Member Cheryl Stallings gave the Invocation, and Mayor Gilbert led the Pledge of Allegiance.

PRESENTATIONS

There were no presentations to be made.

CONSENT AGENDA

- CN1 Donna Hosch, Town Clerk
Apex Tax Report dated February 4, 2020
- CN2 Shawn Purvis, Assistant Town Manager
Proposed changes to Non-Profit Funding Policy
- CN3 Michael Deaton, Water Resources Director

Multi-year Master Services Agreement with J & D Tree Pros, Inc., valid until June 30, 2023, for tree trimming/removal and stump grinding services for multiple departments and authorization for the Town Manager to execute same on behalf of the Town

CN4 Shannon Cox, Long Range Planning Manager

Capital Project Ordinance Amendment No. 2020-13 appropriating funds for the preliminary project costs related to the GoApex Route 1 Bus Stop Improvements

CN5 Marty Stone, PE

Contract with ElectricCities of North Carolina, valid until July 31, 2020, for Electric Vehicle Strategic Plan for the Town and authorization for the Town Manager to execute same on behalf of the Town

CN6 Marty Stone, Assistant Town Manager

Approval and authorization for the Town Manager to execute the same for an Encroachment Agreement between the Town and property owner, ITM Real Estate Management, LLC regarding Wake County, NC PIN#0741-29-1415, 400 West Street, as recorded in Deed Book 17269, Page 1555, Apex, NC 27502

CN7 Russell Dalton, Sr. Transportation Engineer

Amendment to Traffic Schedule I and Traffic Schedule II of the Town of Apex Code of Ordinances in accordance with the provisions of Sections 20-60.1, 20-68, 20-69, and 20-70

CN8 Shawn Purvis, Assistant Town Manager

Resolution of Intent for the closing of a right-of-way (ROW) on Hasse Avenue, located between two Sweetwater Property Owner Association Open Space tracts, and to call for a Public Hearing at the May 19, 2020 Council Meeting

Town Manager Havens requested add-on items for a cemetery refund of \$1,500 to Mr. and Mrs. William Spillane and closing parking spaces on Seaboard Street on May 2 and May 9 for the Farmers Market to hold a drive through market.

Mayor Gilbert called for a motion to adopt the Consent Agenda. Council Member Killingsworth made the motion with the requested additions; Council Member Stallings seconded the motion.

The motion carried by a 5-0 vote.

REGULAR MEETING AGENDA

Town Manager Havens requested the addition of an Unfinished Business item related to the Emergency Loan Program.

Mayor Gilbert called for a motion. Council Member Gantt made the motion to adopt the Regular Agenda with the additional requested item; Council Member Killingsworth seconded the motion.

The motion carried by a 5-0 vote.

PUBLIC FORUM

No one wished to speak during Public Forum. No citizens provided input by any of the three methods available to them to do so.

PUBLIC HEARINGS

PH1 Vance Holloman, Finance Director

Order authorizing \$1,800,000 General Obligation Park and Recreational Facilities Bonds and a Resolution to adopt that Order

Staff stated the preliminary Resolution was adopted at the previous Council meeting. Tonight the request was to hold a Public Hearing adopting the Order which is required prior to issuing any new general obligation bonds. The next step would be going to the LGC for approval before going to market.

Mayor Gilbert declared the Public Hearing open. With no one wishing to speak, Mayor Gilbert declared the Public Hearing closed.

Mayor Gilbert called for a motion. Council Member Killingsworth made the motion to adopt the Order; Council Member Stallings seconded the motion.

The motion carried by a 5-0 vote.

OLD BUSINESS

There were no Old Business items for consideration.

UNFINISHED BUSINESS

Added UB 01 Joanna Helms, Economic Development Director

Small Business Emergency Loan Program

Staff reviewed the previous decisions of Council: Council approved a \$1 million loan fund with a \$25,000 cap per loan per business. Staff was directed to finalize the details with a third party administrator, the NC Rural Center being selected. The Rural Center, however, prefers and is more familiar with loan caps of \$50,000. Staff noted that some Apex businesses in the pipeline are asking for loans more in the amount of \$37,000. In more conversations with the Rural Center, talk was focused on how a loan cap could be determined. The Center is supportive of our goals and wants to be flexible in the process.

Staff pointed to the funding cap information forwarded to Council earlier this day which detailed three scenarios. Joining the meeting as a resource was Barry Ryan, Vice President of the Rural Center. Council asked if staff had a strong preference for either of the options and if either option had any administrative restrictions which would delay the program. Staff stated there was not a preference, outlining the pros and cons of each. The Rural Center did not see businesses asking for the \$50,000 cap, and staff did not see any administrative restrictions.

Council questioned if the terms of our program were similar to those of the NC Rapid Recovery Program. Mr. Ryan complimented the great working relationship with Ms. Helms and her staff. He felt the terms were aligned.

Council asked if a business is awarded through the Golden Leaf Fund, would it prevent them from applying for the Apex program. Staff stated some businesses will get funded through Golden Leaf, which is managed through the Rural Center. They would, therefore, not be able to ask for the Apex loan which would also be funded through the Rural Center. Staff clarified that for those businesses which applied and were not provided a loan because funding ran out, they could apply again should another round of funding become available.

Council stated he did not want our program to push Golden Leaf out of Apex. However, he was interested in trying to give a leg up to small businesses in Apex – which our program would do. Mr. Ryan explained how Apex businesses would be considered.

Council asked about the State's stimulus package and how people would know funds were available and how they would apply. Mr. Ryan stated they would work with Ms. Helms to ensure that any information the Rural Center had was passed on for advertisement to businesses. He stated businesses

would not need to apply, that the Rural Center would contact the businesses to ask if they wished to apply for Apex funds or wait for something else.

Council Members each stated their preference for the three options. There was some conversation about fairness, the possible gambling aspect of the situation, and putting more money in the program if necessary.

Mayor Gilbert called for a motion. Council Member Killingsworth made the motion to approve Option A; Council Member Stallings seconded the motion.

Council stated he hoped this program would be used as a tool in the future to show that Apex is willing to help its businesses in time of need. Staff stated that Council being this proactive speaks volumes for support of our businesses. It will help going forward with business opportunities. None of her counterparts had anything in the works until they found out what Apex was doing. Staff stated that checks would be written following the public hearing, and that finalizing details with the Rural Center was underway. Council thanked staff for all the work done on this effort.

The motion carried by a 5-0 vote.

NEW BUSINESS

NB1 Shawn Purvis, Assistant Town Manager

General Fund appropriations to non-profit agencies providing a public service and the subsequent budget amendment

Staff stated this was in response to Council request from the last Council meeting. Staff reached out to the non-profits, and the \$36,000 Budget Amendment reflected additional monies requested by four agencies. Staff outlined what the additional monies would cover. The amount was a recommendation to which modifications could be made.

Responding to Council, staff explained why the amount shown for White Oak was \$3,000 less than their ask – the \$3,000 would go for stipends to the volunteers. Council stated we should think about respecting volunteers' time and supporting them if needed.

Council agreed stating that volunteers need gas money, i.e., and she was fine with the extra \$3,000.

Council agreed, asking if this would be the first time stipends were being asked for by an agency. Staff stated this was not something that we typically do. Organizations typically apply for program needs or other tangibles needed by the organization.

Council stated with this being a crisis of a different level, White Oak identified what they felt was a need in helping to provide for people who are trying to help other people.

The Town Attorney stated her concerns for being careful about gifts. She explained how, in her opinion, giving stipends crossed the line a little bit. Caution in this case was warranted.

Council stated we are providing taxpayer money to charities which citizens can donate to. It feels good to give this kind of money, but donated money could be used, for example, for stipends.

Council stated he understood the concern, but did not see this as a showstopper.

Council reiterated the concern of the Town Attorney and that she should be listened to.

There was some conversation as to whether or not other organizations are providing stipends. Council stated Western Wake has full time employees, and did not specify specifically where the \$20,000 that they asked for was going to be spent. It certainly could be going to stipends as well. She did not have a problem providing stipend money for White Oak but understood the concerns.

The Mayor stated that even though there was legal question about funding stipends, it seemed Council wanted to move forward with this.

Council stated all four entities have staff and volunteers. In a crisis, there are things that are being waived at all levels of government with the understanding that this situation is different. She stated older volunteers, for example, may be making efforts to support the people of Apex. We, in turn, need to support them. She wished she could volunteer but did not have the time. Therefore, she was fine helping those who did have the time.

Council asked if language could be inserted stating a waiver for stipends in this situation. The Town Attorney stated this was a constitutional provision that we could not waive.

Mayor Gilbert expressed his concern about the constitutional aspect. He knew of other opportunities being worked on in the community which would help White Oak, Council stating this was good to know. He did not want to delay monies getting to the organizations.

Mayor Gilbert called for a motion. Council Member Gantt made the motion to approve the item as presented; Council Member Stallings seconded the motion.

The motion carried by a 5-0 vote.

CLOSED SESSION

There were no Closed Session items for consideration.

WORK SESSION

There were no Work Session items for consideration.

ADJOURNMENT

With there being no further business and without objection from Council, Mayor Gilbert adjourned the meeting.

Donna B. Hosch, MMC, NCCMC
Town Clerk

ATTEST:

Jacques K. Gilbert, Mayor

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: May 5, 2020

Item Details

Presenter(s): Donna Hosch, Town Clerk

Department(s): Administration

Requested Motion

Motion to approve Apex Tax Report dated March 4, 2020

Approval Recommended?

Yes

Item Details

In regular session on April 6, 2020, the Wake County Board of Commissioners approved the Apex Tax Report dated March 4, 2020.

Attachments

- Tax Report



Tax Committee Meeting: 03/19/2020

Board of Commissioners Meeting: 04/06/2020

TO: Wake County Board of Commissioners and **Town Board of Apex**

FOR: Consideration of Requests for Adjustments, Rebates, and/or Refunds of Penalties

Approved by: Kim Lorbacher

The Wake County Tax Committee has approved the following policy to recommend relief of the late listing and/or vehicle penalties when at least one of the following conditions apply:

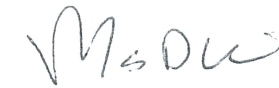
Relief Codes:

1. New to North Carolina
2. First time listing
3. Previous year listing on time
4. Omitted item(s) from listing - Current/previous listing on time
5. Military Deployment
6. Provided proof of timely listing

Item #	Taxpayer(s)	Description Jurisdiction	Account # / Year For Payment Status	Late List Appealed	Appeal/Request Type	Recommendation	Relief Code
16613	TBR HOLDINGS INC 1480 CHAPEL RIDGE RD APEX NC 27502	BUSINESS PERSONAL PROPERTY APEX	0006904204 2020 Not Billed	\$20.01	Late List Penalty	Relief	

This List Requires Board Action

Tax Committee Members: Natasha Baldwin, City Of Raleigh
Kim Lorbacher, Wake County Finance
Jessica Murphy-Rhem, Town Of Cary



Marcus Kinrade, Tax Administrator



Wake County Revenue Department

Rebate Details
02/01/2020 - 02/29/2020

DATE
03/04/2020

TIME
9:45:30 AM

PAGE
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APEX

REBATE NUMBER	PROPERTY	CITY TAG	LATE LIST	BILLED INTEREST	TOTAL REBATED	PROCESS DATE	ACCOUNT NUMBER	TAX YEAR	YEAR FOR	BILLING TYPE	OWNER
BUSINESS ACCOUNTS											
748986	0.00	0.00	598.22	0.00	598.22	02/14/2020	0006466783	2019	2019	000000	HARRIS TEETER INC #58
749379	110.20	0.00	11.02	0.00	121.22	02/20/2020	0006466713	2019	2019	000000	KIRKMAN LANDSCAPING INC
749246	28.58	0.00	2.86	0.00	31.44	02/18/2020	0006558148	2019	2019	000000	GOODTIMES X2 LLC
749245	28.95	0.00	2.90	0.00	31.85	02/18/2020	0006558148	2018	2018	000000	GOODTIMES X2 LLC
749244	34.79	0.00	3.48	0.00	38.27	02/18/2020	0006558148	2017	2017	000000	GOODTIMES X2 LLC

SUBTOTALS FOR BUSINESS ACCOUNTS	202.52	0.00	618.48	0.00	821.00	5	Properties Rebated				
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INDIVIDUAL PROPERTY ACCOUNTS											
748880	26.50	0.00	0.00	0.00	26.50	02/13/2020	0006895926	2020	2019	000000	GOVAN, VINCENT JERROD
748882	42.67	20.00	0.00	0.00	62.67	02/13/2020	0006867337	2019	2018	000000	COTE, GILBERT JOSEPH JR
750079	24.89	0.00	0.00	0.00	24.89	02/27/2020	0006890924	2020	2019	000000	CHIONG, ERIC ECLARINAL
749367	1.70	0.00	0.17	0.00	1.87	02/19/2020	0006799532	2019	2019	000000	LITTLETON, BROCK WAYNE
747961	77.61	20.00	0.00	0.00	97.61	02/04/2020	0006855485	2019	2018	000000	SCRUGGS, PAUL CURTIS JR
749376	291.50	25.00	0.00	0.00	316.50	02/19/2020	0006887024	2020	2019	000000	DABIERO, CARMEN JOHN JR
747954	62.77	20.00	0.00	0.00	82.77	02/03/2020	0006856129	2019	2018	000000	LUONGO, KAREN MARIE
748879	33.43	0.00	0.00	0.00	33.43	02/13/2020	0006895075	2020	2019	000000	GOVAN, VINCENT JERROD
748754	5.24	0.00	0.00	0.00	5.24	02/13/2020	0006901114	2020	2019	000000	TASTET, SYLVIA BUSH

SUBTOTALS FOR INDIVIDUAL PROPERTY ACCOUNTS	566.31	85.00	0.17	0.00	651.48	9	Properties Rebated				
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Wake County Revenue Department
Rebate Details
 02/01/2020 - 02/29/2020
APEX

DATE
03/04/2020

TIME
9:45:34 AM

PAGE
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REBATE NUMBER	PROPERTY	CITY TAG	LATE LIST	BILLED INTEREST	TOTAL REBATED	PROCESS DATE	ACCOUNT NUMBER	TAX YEAR	YEAR FOR	BILLING TYPE	OWNER
WILDLIFE BOAT ACCOUNTS											
748060	105.41	0.00	0.00	0.00	105.41	02/04/2020	0004194486	2019	2019	000000	FOLGER, JEFFREY JACOB
749123	51.78	0.00	5.18	0.00	56.96	02/17/2020	0004199144	2019	2019	000000	LUSSIER, DANIEL PATRICK
SUBTOTALS FOR WILDLIFE BOAT ACCOUNTS											
	<u>157.19</u>	<u>0.00</u>	<u>5.18</u>	<u>0.00</u>	<u>162.37</u>	2	Properties Rebated				
TOTAL REBATED FOR APEX											
	<u>926.02</u>	<u>85.00</u>	<u>623.83</u>	<u>0.00</u>	<u>1,634.85</u>	16	Properties Rebated for City				

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: May 5, 2020

Item Details

Presenter(s): Mayor Jacques Gilbert and Mayor Pro Tem Nicole Dozier

Department(s): Governing Body

Requested Motion

Motion to approve a request to the General Assembly for a Charter amendment regarding Clerk appointment

Approval Recommended?

Yes

Item Details

This change is as recommended by the Personnel Committee.

Attachments

- Proposed Act to the General Assembly



**GENERAL ASSEMBLY OF NORTH CAROLINA
2020 SESSION**

**AN ACT AMENDING THE CHARTER OF THE TOWN OF APEX
TO PROVIDE THAT THE TOWN COUNCIL SHALL APPOINT THE TOWN CLERK**

The General Assembly of North Carolina enacts:

SECTION 1. Section 4.4 of the Charter of the Town of Apex, being Chapter 63 of the Sessions Laws of 1987, as amended, reads as rewritten:

“Section 4.4. Town Clerk. The ~~Town Manager~~ Town Council shall appoint a Town Clerk to keep a journal of the proceedings of the Town Council, to maintain in a safe place all records and documents pertaining to the affairs of the Town, and to perform such other duties as may be required by law or as the ~~Town Manager~~ Town Council directs. The Town Council shall have the authority to appoint a deputy clerk to perform any of the powers and duties of the Town Clerk that may be specified by the Council.”

SECTION 2. This act is effective when it becomes law.

In the General Assembly read three times and ratified this the _____ day of _____, 2020.

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: May 5, 2020

Item Details

Presenter(s): Shannon Cox, Long Range Planning Manager

Department(s): Planning and Community Development

Requested Motion

Motion to approve a Resolution Supporting the Development of the Rail Corridors Referred to as the S-Line and SA-Line for the Benefits of Improved Passenger Rail, Improved Freight Movement, Improved Commuting Options and Economic Development.

Approval Recommended?

Yes

Item Details

The North Carolina Department of Transportation is pursuing grant funding to purchase right-of-way along the railroad corridors known as the S-Line and the SA-Line for the purposes stated in the resolution. The NCDOT is seeking support from municipalities along these corridors as part of their grant application. The Capital Area MPO and other municipalities along the corridors have provided similar resolutions.

Attachments

- Resolution Supporting the Development of the Rail Corridors Referred to as the S-Line and SA-Line for the Benefits of Improved Passenger Rail, Improved Freight Movement, Improved Commuting Options and Economic Development.



RESOLUTION 20-0505-06

RESOLUTION SUPPORTING THE DEVELOPMENT OF THE RAIL CORRIDORS
REFERRED TO AS THE S-LINE AND SA-LINE FOR THE BENEFITS OF IMPROVED
PASSENGER RAIL, IMPROVED FREIGHT MOVEMENT, IMPROVED COMMUTING
OPTIONS AND ECONOMIC DEVELOPMENT

WHEREAS, the North Carolina Department of Transportation (NCDOT) has a long tradition of progressing successful passenger and freight rail projects and supporting the development of rail infrastructure; and

WHEREAS, NCDOT has worked with state, regional, and federal partners to develop plans for the federally-designated Southeast Corridor, a passenger and freight rail network extending from Washington, D.C. through North Carolina to Jacksonville, Fla.; and

WHEREAS, a Record of Decision to develop the Raleigh to Richmond portion of the Southeast Corridor was approved by the Federal Rail Administration (FRA) on March 2017, in accordance with the National Environmental Policy Act; and

WHEREAS, the development of the S-Line and SA-Line corridors support and promote economic development in communities along the corridor, including those in rural areas; and

WHEREAS, the developed S-Line and SA-Line would provide greater access to jobs, health care, and education and provide new options for the movement of both goods and people; and

WHEREAS, the developed S-Line and SA-Line would provide efficient and reliable commuting options for communities and businesses along the corridor;

WHEREAS, NCDOT anticipates pursuing federal grants to assist with the purchase of portions of the S-Line and the SA-Line in North Carolina and to study transit-oriented communities and development along the corridor.

NOW, THEREFORE, BE IT RESOLVED that the Town of Apex Town Council supports the acquisition and development of the S-Line and SA-Line to provide for the full economic potential to be realized in the corridor on this, the 5th day of May, 2020.

Jacques K. Gilbert, Mayor
Town of Apex

I certify that the following person personally appeared before me this day, acknowledging to me that he signed the foregoing document: Jacques K. Gilbert.

Donna B. Hosch, MMC, NCCMC, Town Clerk
Town of Apex

My commission expires:

(Official Seal)

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: May 5, 2020

Item Details

Presenter(s): Shannon Cox, Long Range Planning Manager

Department(s): Planning and Community Development

Requested Motion

Resolution of the Apex Town Council to the North Carolina General Assembly supporting rail as an integral component of North Carolina's transportation future.

Approval Recommended?

Yes

Item Details

The North Carolina General Assembly establishes the state budget for transportation and empowers the North Carolina Department of Transportation to develop and carry out a Statewide Rail Plan. The resolution calls for the NC General Assembly to increase funding for rail transportation and establish policies supportive of expanding rail infrastructure and partnerships.

Attachments

- Resolution of the Apex Town Council to the North Carolina General Assembly supporting rail as an integral component of North Carolina's transportation future



RESOLUTION 20-0505-07
RESOLUTION OF THE COUNCIL SUPPORTING RAIL AS AN INTEGRAL COMPONENT OF
NORTH CAROLINA'S TRANSPORTATION FUTURE

WITNESSETH:

WHEREAS, in accordance with G.S. 136-251, the N.C. General Assembly finds that investment in public transportation creates economic opportunity, protects the public health by decreasing emissions, reducing traffic congestion, and reducing traffic accidents; and

WHEREAS, the 2015 Comprehensive Statewide Rail Plan, developed and adopted in accordance with G.S. 136-44, established a statewide vision for a passenger rail system of intercity services connecting major metropolitan areas and other communities to destinations; and,

WHEREAS, the Comprehensive Statewide Rail Plan also established a vision for a commuter rail system that connects suburbs to major employment centers; and

WHEREAS, in December 2019, the Commonwealth of Virginia announced an agreement with CSX Transportation and a \$3.7 billion plan to improve both passenger and freight rail in the commonwealth, and that agreement creates an opportunity for improved access by rail from North Carolina into Virginia and Washington, DC; and

WHEREAS, the Comprehensive Statewide Rail Plan recommends a comprehensive strategy for funding rail projects in North Carolina including using state and local funding to leverage federal programs, exploring private partnerships, and creating ongoing funding mechanisms to secure rail corridors;

NOW, THEREFORE, BE IT RESOLVED, that the Town of Apex calls on the NC General Assembly to realize the benefits of investment in public transportation and fulfill the vision of the Statewide Rail Plan by increasing state funding for rail transportation in North Carolina and establishing policies supportive of expanding rail infrastructure and partnerships.

Adopted this 5th day of May, 2020.

Attest:

Jacques K. Gilbert, Mayor

Donna B. Hosch, Town Clerk

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: May 5, 2020

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 May 19, 2020 Town Council meeting regarding various amendments to the Unified Development Ordinance as requested by Planning staff.

Approval Recommended?

The Planning and Community Development Department recommends approval.

Item Details

UDO Amendment Summary:

Requested by Planning Staff:

1. Amendments to Sec. 2.3.5.C *Special Use, Procedures* in order to remove the reference to the Planning Board in subsection 2.3.5.C.2.d.
2. Amendments to Sec. 3.2 *Zoning Districts Established* in order to correct a reference to the number of zoning districts and to correct a typographical error.
3. Amendments to Sec. 4.2.2 *Use Table* in order to remove the reference to Sec. 4.4.6.B.6 in the Standards column for the use "Manufacturing and processing, minor". Supplemental standards do not exist for that use.

Attachments

- N/A



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for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: May 5, 2020

Item Details

Presenter(s): Mary Beth Manville, Human Resources Director

Department(s): Human Resources

Requested Motion

Motion to approve the reclassification of one of the Water Resources Department's Senior Engineer positions, Grade 28, to Environmental Engineering Manager, Grade 29, and Stormwater & Utility Engineering Manager position, Grade 31, to Utilities Engineering Manager, Grade 29.

Approval Recommended?

Staff recommends approval, with unanimous approval from the Personnel Committee.

Item Details

The vacated Stormwater & Utility Engineering Manager position (previously held by our new Water Resources Director), is being split into two separate positions – an Environmental Engineering Manager and Utilities Engineering Manager. While both functions have previously been managed by one person, the career paths for these two disciplines are generally focused in one or the other (not both). As the Water Resources Department continues to grow, separating these two civil engineering disciplines allows for concentrated management of each program for the Town. As a result, the Water Resources Department will now have five (5) separate divisions: Water/Sewer Operations, Infrastructure Inspections, Water Reclamation, Environmental Engineering, and Utilities Engineering.

Two internal candidates have been selected for these positions, after participating in an in-house mini-assessment center. One of the candidates' positions will be reclassified to serve as one of the new Manager positions, and the other candidate will fill the position vacated by our new Water Resources Director, allowing for the total number of authorizations to remain the same.



An existing Senior Engineer was selected to manage the Town's stormwater programs which would also include future environmental sustainability staff. Given the addition of sustainability programs, this new division of Water Resources would appropriately be named Environmental Engineering. The proposed Environmental Engineering Manager would directly supervise 4 employees and oversee a division of 7 other staff. This new division and its manager would be responsible for administering the Town's NPDES Phase II stormwater permitting, riparian buffer, and soil erosion and sedimentation control programs, regional collaboration, as well as overseeing stormwater capital improvement projects and other watershed protection and environmental sustainability programs.

An existing Professional Engineer was selected to manage the Town's Utility Engineering Division. The proposed Utility Engineering Manager position would directly supervise 4 employees and oversee a division of 6 other staff. This new division and its manager would be responsible for administering the Town's water/sewer plan review and permitting program, water/sewer capital improvement project design and management, master water/sewer plan development, water/sewer modeling, wastewater pretreatment program, regional collaboration, and GIS.

With the approval of these reclassifications, the employees currently holding the (Stormwater) Senior Engineer and (Utilities) Engineer position would be promoted to Environmental Engineering Manager and Utilities Engineering Manager, respectively, keeping the position authorizations within the Water Resources Department the same. These promotions would be retro-active to May 4, 2020 and funded with lapse salary from vacated positions.

Attachments

- None



| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: May 5, 2020

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 on the Question of Annexation – Apex Town Council's intent to annex 1800 N Salem, LLC property containing 1.97 acres located at 1800 N Salem Street, Annexation #688 into the Town's corporate limits.

Approval Recommended?

Planning and Community Development Department recommends approval.

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. The Public Hearing would be scheduled for the May 19, 2020 Town Council meeting.

Attachments

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





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

Annexation Petition #688
1800 N. Salem LLC

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 5th day of May 2020.

Jacques K. Gilbert
Mayor

ATTEST:

Donna B. Hosch, MMC, NCCMC
Town Clerk



CERTIFICATE OF SUFFICIENCY BY THE TOWN CLERK

Annexation Petition #688
1800 N. Salem LLC

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

I, Donna B. Hosch, 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 5th day of May 2020.



Donna B. Hosch, MMC, NCCMC
Town Clerk

PETITION FOR VOLUNTARY ANNEXATION

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

Application #: _____ Submittal Date: _____
Fee Paid \$ _____ Check # _____

TO THE TOWN COUNCIL APEX, NORTH CAROLINA

1. We, the undersigned owners of real property, respectfully request that the area described in Part 4 below be annexed to the Town of Apex, Wake County, 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

1800 N Salem LLC Owner Name (Please Print)	0742-58-9083 Property PIN or Deed Book & Page #
919-606-2983 Phone	frank@monumentpg.com E-mail Address
_____ Owner Name (Please Print)	_____ Property PIN or Deed Book & Page #
_____ Phone	_____ E-mail Address
_____ Owner Name (Please Print)	_____ Property PIN or Deed Book & Page #
_____ Phone	_____ E-mail Address

Surveyor Information

Surveyor: McAdams (contact: Ronald Frederick, PLS)
Phone: 919-361-5000 Fax: _____
E-mail Address: mills@mcadamsco.com; frederick@mcadamsco.com

Annexation Summary Chart

Property Information		Reason(s) for annexation (select all that apply)	
Total Acreage to be annexed:	<u>1.97 ac</u>	Need water service due to well failure	<input type="checkbox"/>
Population of acreage to be annexed:	<u>0</u>	Need sewer service due to septic system failure	<input type="checkbox"/>
Existing # of housing units:	<u>0</u>	Water service (new construction)	<input type="checkbox"/>
Proposed # of housing units:	<u>0</u>	Sewer service (new construction)	<input type="checkbox"/>
Zoning District*:	<u>LI-CU</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 at 919-249-3426 for questions.

PETITION FOR VOLUNTARY ANNEXATION

Application #: _____

Submittal Date: _____

COMPLETE IF IN A LIMITED LIABILITY COMPANY

In witness whereof, 1800 North Salem, LLC a limited liability company, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this the 7th day of APRIL, 2020.

Name of Limited Liability Company 1800 N SALEM, LLC

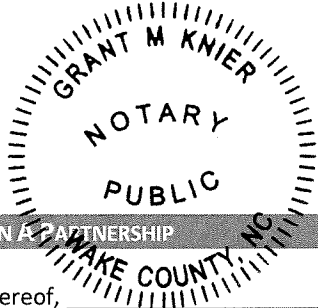
By: [Signature]
Signature of Member/Manager

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Grant M. Knier, a Notary Public for the above State and County, this the 7th day of April, 2020.

[Signature]
Notary Public

SEAL



My Commission Expires: May 05, 2024

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: _____

1800 N. SALEM ST.

BEGINNING AT AN IRON PIPE, ON THE SOUTHERN RIGHT OF WAY OF NORTH SALEM STREET, THE NORTHEAST CORNER OF THE LOT SHOWN ON BOOK OF MAPS 2008 PAGE 1891 OF THE WAKE COUNTY REGISTRY; THENCE LEAVING SAID RIGHT OF WAY SOUTH 00°11'06" EAST A DISTANCE OF 571.26 FEET TO AN IRON PIPE ON THE NORTHERN RIGHT OF WAY OF U.S. HIGHWAY 64; THENCE WITH SAID RIGHT OF WAY NORTH 54°24'01" WEST A DISTANCE OF 60.84 FEET TO AN IRON PIPE; THENCE NORTH 45°18'57" WEST A DISTANCE OF 88.78 FEET TO AN IRON PIPE; THENCE NORTH 30°20'09" WEST A DISTANCE OF 90.36 FEET TO A CONCRETE MONUMENT; THENCE NORTH 24°44'50" WEST A DISTANCE OF 215.25 FEET TO AN IRON PIPE; THENCE NORTH 18°32'24" EAST A DISTANCE OF 61.44 FEET TO AN IRON PIPE ON THE SOUTHERN RIGHT OF WAY OF NORTH SALEM STREET; THENCE WITH SAID RIGHT OF WAY NORTH 58°01'23" EAST A DISTANCE OF 267.55 FEET TO THE POINT OF BEGINNING; CONTAINING 85,943 SQUARE FEET OR 1.97 ACRES.



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

Annexation Petition #688
1800 N. Salem LLC

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 19th day of May 2020.

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

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

This the 5th day of May 2020.

Jacques K. Gilbert, Mayor

ATTEST:

Donna B. Hosch, MMC, NCCMC, Town Clerk

PETITION FOR VOLUNTARY ANNEXATION

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

Application #: _____ Submittal Date: _____
Fee Paid \$ _____ Check # _____

TO THE TOWN COUNCIL APEX, NORTH CAROLINA

1. We, the undersigned owners of real property, respectfully request that the area described in Part 4 below be annexed to the Town of Apex, Wake County, 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

1800 N Salem LLC Owner Name (Please Print)	0742-58-9083 Property PIN or Deed Book & Page #
919-606-2983 Phone	frank@monumentpg.com E-mail Address
_____ Owner Name (Please Print)	_____ Property PIN or Deed Book & Page #
_____ Phone	_____ E-mail Address
_____ Owner Name (Please Print)	_____ Property PIN or Deed Book & Page #
_____ Phone	_____ E-mail Address

Surveyor Information

Surveyor: McAdams (contact: Ronald Frederick, PLS)
Phone: 919-361-5000 Fax: _____
E-mail Address: mills@mcadamsco.com; frederick@mcadamsco.com

Annexation Summary Chart

Property Information		Reason(s) for annexation (select all that apply)	
Total Acreage to be annexed:	<u>1.97 ac</u>	Need water service due to well failure	<input type="checkbox"/>
Population of acreage to be annexed:	<u>0</u>	Need sewer service due to septic system failure	<input type="checkbox"/>
Existing # of housing units:	<u>0</u>	Water service (new construction)	<input type="checkbox"/>
Proposed # of housing units:	<u>0</u>	Sewer service (new construction)	<input type="checkbox"/>
Zoning District*:	<u>LI-CU</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 at 919-249-3426 for questions.

PETITION FOR VOLUNTARY ANNEXATION

Application #: _____

Submittal Date: _____

COMPLETE IF IN A LIMITED LIABILITY COMPANY

In witness whereof, 1800 North Salem, LLC a limited liability company, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this the 7th day of APRIL, 2020.

Name of Limited Liability Company ~~1800 N~~ 1800 N SALEM, LLC

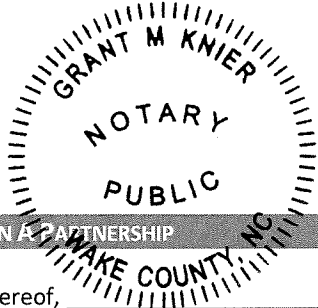
By: [Signature]
Signature of Member/Manager

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Grant M. Knier, a Notary Public for the above State and County, this the 7th day of April, 2020.

[Signature]
Notary Public

SEAL



My Commission Expires: May 05, 2024

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____.

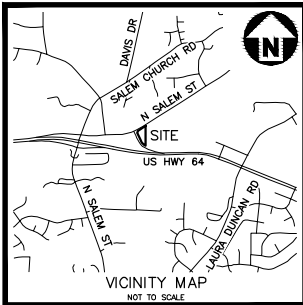
Notary Public

SEAL

My Commission Expires: _____

1800 N. SALEM ST.

BEGINNING AT AN IRON PIPE, ON THE SOUTHERN RIGHT OF WAY OF NORTH SALEM STREET, THE NORTHEAST CORNER OF THE LOT SHOWN ON BOOK OF MAPS 2008 PAGE 1891 OF THE WAKE COUNTY REGISTRY; THENCE LEAVING SAID RIGHT OF WAY SOUTH 00°11'06" EAST A DISTANCE OF 571.26 FEET TO AN IRON PIPE ON THE NORTHERN RIGHT OF WAY OF U.S. HIGHWAY 64; THENCE WITH SAID RIGHT OF WAY NORTH 54°24'01" WEST A DISTANCE OF 60.84 FEET TO AN IRON PIPE; THENCE NORTH 45°18'57" WEST A DISTANCE OF 88.78 FEET TO AN IRON PIPE; THENCE NORTH 30°20'09" WEST A DISTANCE OF 90.36 FEET TO A CONCRETE MONUMENT; THENCE NORTH 24°44'50" WEST A DISTANCE OF 215.25 FEET TO AN IRON PIPE; THENCE NORTH 18°32'24" EAST A DISTANCE OF 61.44 FEET TO AN IRON PIPE ON THE SOUTHERN RIGHT OF WAY OF NORTH SALEM STREET; THENCE WITH SAID RIGHT OF WAY NORTH 58°01'23" EAST A DISTANCE OF 267.55 FEET TO THE POINT OF BEGINNING; CONTAINING 85,943 SQUARE FEET OR 1.97 ACRES.



I, RONALD T. FREDERICK, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION FROM DEED DESCRIPTION RECORDED IN BOOK AND PAGE (AS SHOWN); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AND DRAWN FROM INFORMATION FOUND IN BOOK AND PAGE (AS SHOWN); THAT THE RATIO OF PRECISION AS CALCULATED IS 1:22,000; AND THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

I HEREBY CERTIFY THAT THIS PLAT IS OF THE FOLLOWING TYPE: G.S. 47-30 (0)(1)(a). THIS SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION.

WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER, AND SEAL THIS

_____ DAY OF _____ A.D. 20_____

RONALD T. FREDERICK PLS L-4720



**PRELIMINARY PLAT
NOT FOR RECORDATION
CONVEYANCES OR SALES**

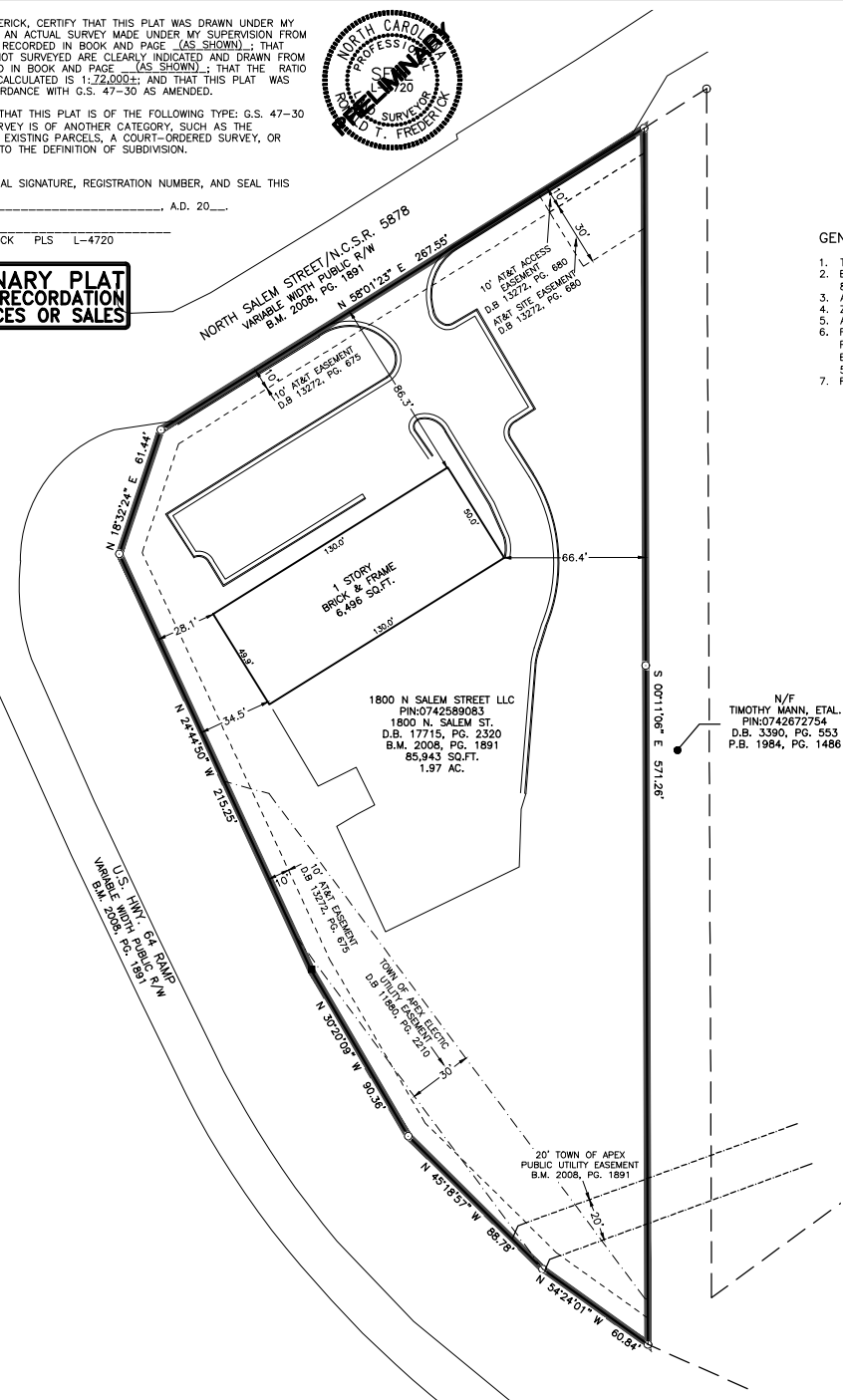
CERTIFICATE OF ANNEXATION

ANNEXATION # _____
I, DONNA B. HOSCH, MMC, NCCMC, 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

DONNA B. HOSCH, MMC, NCCMC, TOWN CLERK

**AREA OF
ANNEXATION
1.97 ACRES+**



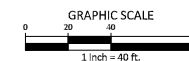
GENERAL NOTES:

1. THIS IS A SATELLITE ANNEXATION PLAT.
2. BEARINGS FOR THIS SURVEY ARE BASED ON NC GRID NAD 83(2011).
3. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES.
4. ZONING: LI-CU
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 #3720074200J DATED 5/2/2006.
7. REFERENCES: AS SHOWN

N/F
TIMOTHY MANN, ETAL.
PIN:0742672754
D.B. 3390, PG. 553
P.B. 1964, PG. 1486

LEGEND

- CONCRETE MONUMENT
- EXISTING IRON PIPE
- ▬ AREA OF ANNEXATION
- ▬ PROPERTY LINE
- - - - - PUBLIC UTILITY EASEMENT
- - - - - ELECTRIC UTILITY EASEMENT
- - - - - COMMUNICATION EASEMENT



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
MONUMENT PROPERTY GROUP, LLC
140 CRESCENT GREEN DRIVE
SUITE 212
CARY, NC 27518

**1800 N. SALEM STREET
SATELLITE ANNEXATION PLAT**
TOWN OF APEX, WAKE COUNTY, NORTH CAROLINA

REVISIONS

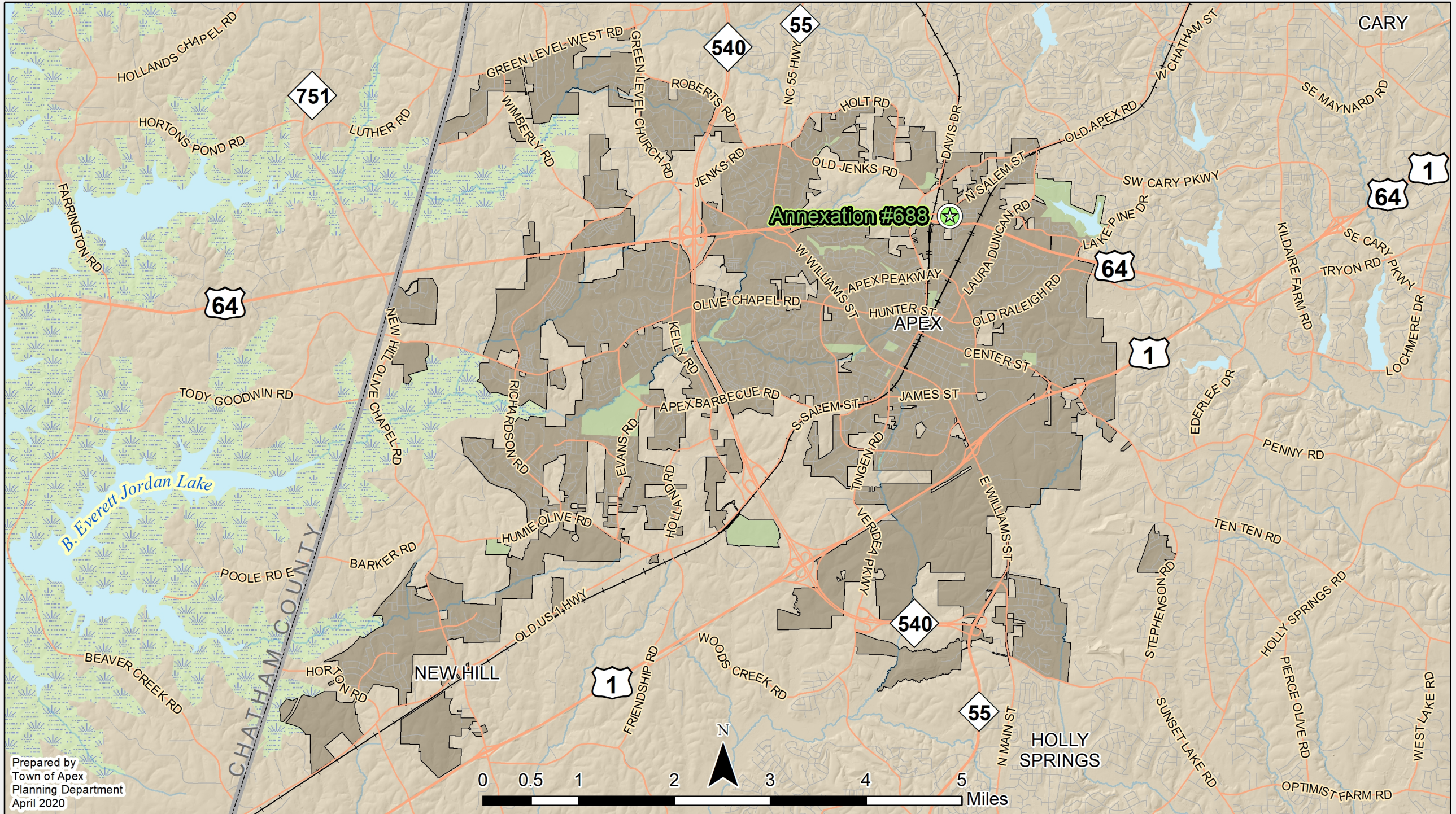
NO.	DATE
1	...
2	...

PLAN INFORMATION

PROJECT NO.	SPEC-19280
FILENAME	SPEC19280-A1
CHECKED BY	RTF
DRAWN BY	DJM
SCALE	1"=40'
DATE	04/06/2020
SHEET	

1-1

X:\Projects\SPEC\SPEC 2019\SPEC 19280\02_Geometric\Survey\Exhibits\SPEC19280-A1.dwg 4/14/2020 10:01:52 AM, Mills, David



Prepared by
 Town of Apex
 Planning Department
 April 2020

Annexation #688

Old Jenks Rd

N Salem St

N Salem St To Us 64 Ramp Eb

64

US 64 Hwy W

Us 64 To N Salem St Ramp

Windy Rd

Amley Pl

Danvers Loop

Townes at North Salem

Larabee Ln

Grafton Peak Ln

Lathrop Ln

The Enclave at Trackside

Bell Apex





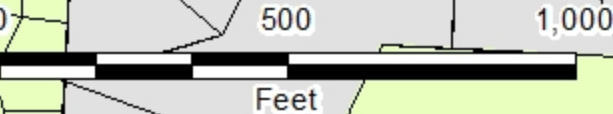
Annexation #688

**Apex
ETJ**

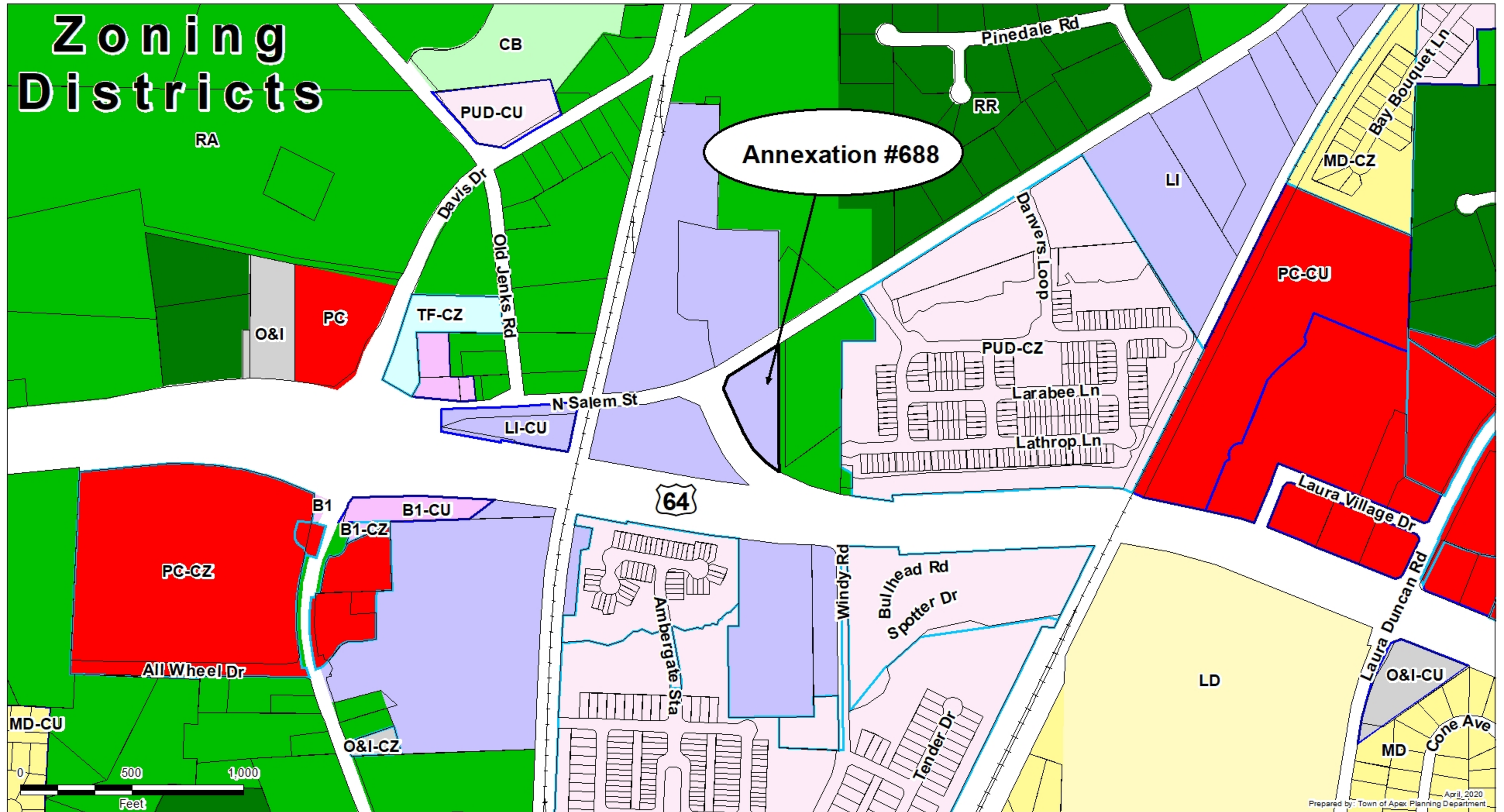
**Apex
Corporate
Limits**

64

US 64 Hwy W



Zoning Districts



Annexation #688

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: May 5, 2020

Item Details

Presenter(s): Adam Stephenson, Engineering Supervisor

Department(s): Public Works & Transportation

Requested Motion

Motion to approve revisions to the Town Standard Specifications and Details.

Approval Recommended?

Yes

Item Details

Proposed revisions to the Town Standard Details have been drafted per staff requests. The majority of revisions serve to clarify design and construction requirements which are already in current practice, and to update references. One significant new requirement has been added to Section 500 (Storm Drainage): third party video assessment, which is consistent with current requirements in Section 700 (Sanitary Sewers). No changes have been made to water quality design standards.

Following approval of these revisions, the files will be formatted as final versions and updated on the Town website.

Attachments

- Summary of Revisions
- Standard Specifications
 - Section 400 - Soil Erosion & Sedimentation Control
 - Section 500 - Storm Drainage
- Standard Details
 - Section 400 - Soil Erosion & Sedimentation Control



**SECTION 400
SOIL EROSION & SEDIMENTATION CONTROL**

- 401 General Requirements
- 402 Construction Sequence and Schedule
- 403 Seeding & Mulching
- 404 Construction Entrances
- 405 Inlet Protection
- 406 Computations

401. General Requirements

Temporary soil erosion and sedimentation control (S&E) measures shall be provided in accordance with the S&E plan approved by the Town of Apex. After the performance guarantee has been paid and the perimeter silt/tree fence has been inspected by the zoning compliance officer the S&E letter of plan approval will be issued to permit the CONTRACTOR to grade only enough as to install the S&E measures. The contractor/developer must receive a certificate of coverage from the North Carolina Department of Environmental Quality (NCDEQ) prior to installing measures. Once the S&E measures are installed and found to be acceptable with the approved S&E plan, a certificate of compliance will be issued so the CONTRACTOR can continue land disturbing activities on the applicable phase of the site. The S&E plan shall be in accordance with the North Carolina Division of Energy, Mineral and Land Resources (NCDEMLR) Erosion and Sediment Control Planning and Design manual (latest revisions) and the Town of Apex Standard Specifications and Details. The CONTRACTOR/DEVELOPER should also be familiar with the Town of Apex S&E Ordinance. The approved S&E Plan shall be kept on site by the CONTRACTOR at all times while work is being performed. For land disturbing projects equaling 1 acre or more, the NPDES Stormwater Discharge Permit (NCG 010000) issued by the NCDEQ shall be maintained on site and adhered to. The Town Construction Site Waste Management Plan is issued with the letter of plan approval and must be followed for the life of the project.

All logging and grading activities are limited to a maximum of 20 acres at one time. All S&E measures shall be installed prior to clearing operations, and in no case shall an area, where work is completed, remain denuded for more than 14 calendar days. Ground cover shall be established in graded slopes and fills within 14 calendar days for slopes 3:1 or flatter and within 7 calendar days for slopes steeper than 3:1. S&E measures shall be coordinated with all other work on the project to ensure economical,

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Deleted: Standard

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Deleted: 011111

Deleted: orth Carolina Department of Environmental Quality

Deleted: 2

Deleted: 5 working days or 21

Deleted: , whichever is shorter

Deleted: March 7, 2017

effective, and continuous S&E throughout the construction and post construction period and to minimize siltation of streams, lakes, reservoirs, and other water impoundments, ground surfaces, roadways, or other properties.

Minimum design criteria for S&E devices shall be the following:

1. Required Volume – 3600 ft³ per disturbed acre.
2. Required Surface Area – Shall be based on 435.6 ft²/cfs, and the peak flow rate from a 25-year, 24-hour storm event (Q₂₅).
3. The outlet structure from a sediment basin shall only withdraw water from the surface.
4. Prior to the issuance of the Certificate of Compliance, the permanent outlet structure for all temporary sediment basins (future Stormwater Control Structures-SCM's) must be installed with the skimmer attached to the bottom drain.

Deleted: the drainage area

402 Construction Sequence and Schedule

The PROJECT ENGINEER will include a construction sequence schedule or work schedule that coordinates the timing of the land-disturbing activities and the installation of erosion and sedimentation control measures. See the Town website for a sample construction sequence.

403 Seeding & Mulching

Seeding and mulching shall be carried out immediately behind construction in accordance with the following specifications:

SHOULDERS, SIDE DITCHES, SLOPES (3:1 MAX.)

Date	Type	Planting/Acre
Aug 15 - Nov 1	Tall Fescue	300 lbs.
Nov 1 - Mar 1	Tall Fescue & Abruzzi Rye	300 lbs.
Mar 1 - Apr 15	Tall Fescue	300 lbs.
Apr 15 - June 30	Hulled Common Bermuda grass	25 lbs.
July 15 - Aug 15	Tall Fescue and	35 lbs.
	*** Brown top Millet or	
	*** Sorghum-Sudan Hybrids	

SLOPES (3:1 to 2:1)

Date	Type	Planting/Acre
Mar 1 - June 1	Sericea Lespedeza (scarified) and	50 lbs.
Mar 1 - April 15	ADD Tall Fescue and	120 lbs.

Deleted: March 7, 2017

Mar 1 - June 30	ADD Weeping Love grass <i>or</i>	10 lbs.
Mar 1 - June 30	ADD Hulled Common Bermuda Grass	25 lbs.
June 1 - Sep 1	*** Tall Fescue <i>and</i>	120 lbs.
	*** Brown top Millet <i>or</i>	35 lbs.
	*** Sorghum-Sudan Hybrids	30 lbs.
Sep 1 - Mar 1	Sericea Lespedeza (unhulled-unscarified) <i>and</i>	70 lbs.
	Tall Fescue	120 lbs.
Nov 1 - Mar 1	ADD Abruzzi Rye	25 lbs.

***Temporary - Reseed according to optimum season for desired permanent vegetation. Do not allow temporary cover to grow over 12 inches in height before mowing, otherwise fescue may be shaded out.

A Conservation Engineer or Soil Conservation Service shall be consulted for additional information concerning other alternatives for vegetation of denuded areas. The above vegetation rates are those which do well under local conditions; other seeding rate combinations are possible. Any variation from this list shall be pre-approved by the TOWN.

SEEDBED PREPARATION

1. Chisel compacted areas and spread topsoil 3 inches deep over adverse soil conditions, with stockpiled topsoil. CONTRACTOR shall reserve sufficient topsoil for seedbed preparation.
2. Rip the entire area to 6 inch depth.
3. Remove all loose rock, roots, and other obstructions leaving surface reasonably smooth and uniform.
4. Apply agricultural lime, fertilizer, and super-phosphate uniformly and mix with soil (see below*).
5. Continue tillage until a well-pulverized, firm, reasonably uniform seedbed is prepared 4 to 6 inches deep.
6. Seed on a freshly prepared seedbed and cover seed lightly with seeding equipment or cultipack after seeding.
7. Mulch immediately after seeding and anchor mulch.
8. Inspect all seeded areas and make necessary repairs or reseeding within the

Deleted: March 7, 2017

planting season, if possible. If stand is less than 60% established, the entire area shall be reseeded according to specifications using the original lime, fertilizer and seeding rates.

9. Consult a Conservation Inspector on maintenance treatment and fertilization after permanent cover is established.

*Apply: Agricultural Limestone - 2 tons/acre (3 tons/acre in clay soils)
Fertilizer - 1,000 lb/acre - 10-10-10
Super-phosphate - 500 lb/acre - 20% analysis
Mulch - 2 tons/acre - small grain straw
Anchor - Asphalt Emulsion @ 300 gals/acre

404 Construction Entrances

Gravel construction entrance pads ([see detail 400.06](#)) shall be constructed at each point of construction access to the site, including residential lots. The gravel pads shall be maintained in such a manner as to prevent the deposition of mud and debris onto existing public roadways or properties adjacent to the site.

Special Note: It shall be the developer's responsibility to see that the construction entrance pads are properly maintained so that mud is not tracked onto adjacent streets. In the event that the gravel construction entrances are not properly maintained, or are otherwise ineffective, the TOWN may issue a Notice of Violation, Stop Work Order, and/or assess a penalty which shall remain in effect until such time as the pads are restored and replenished and until any resulting mud and debris has been removed from the adjacent streets by the CONTRACTOR.

405 Inlet Protection

In addition to the inlet protection standard details presented herein and to further protect the water quality of receiving streams, filtering inlet protection devices shall be used at all catch basins along roadways that have just received the first lift of asphalt. The devices shall be installed across the grate and throat and must be a product approved by the Town's [Environmental Engineering Manager](#). The filtering inlet protection device will be subject to periodic inspection and must be properly maintained throughout construction.

406 Computations

All computations and assumptions used to formulate an S&E plan shall be reviewed by the Town. S&E measures, structures and devices shall be planned, designed and constructed to control the calculated peak runoff from a 25-year frequency storm. Runoff rates shall be calculated using the USDA Soil Conservation Service Method, the Rational Method or other acceptable calculation procedures. Runoff computations shall be based on rainfall data published by the National Weather Service for this area.

Deleted: When possible, construction vehicles shall be afforded entrances and exits separate from the developed portions of the construction site to preserve the integrity of paving in such areas. Entrances and exits to such developed areas shall exhibit a sign or signs bearing the legend "NO CONSTRUCTION VEHICLES" and directing such traffic to the appropriate entrance per [Apex Town Code, Section 19-121\(b\)](#).

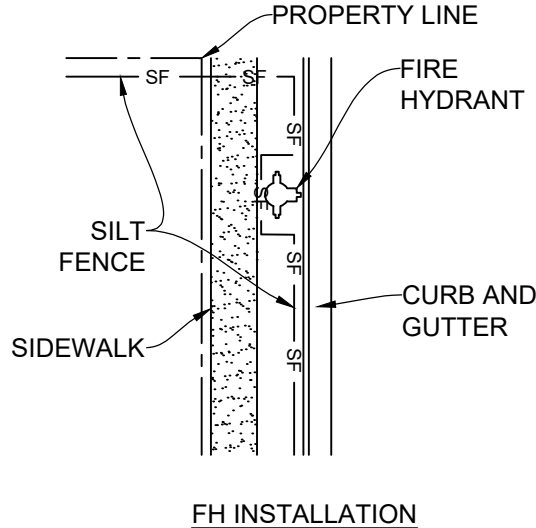
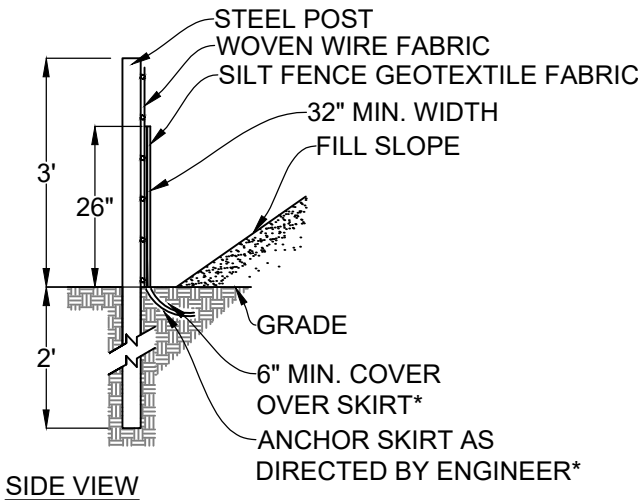
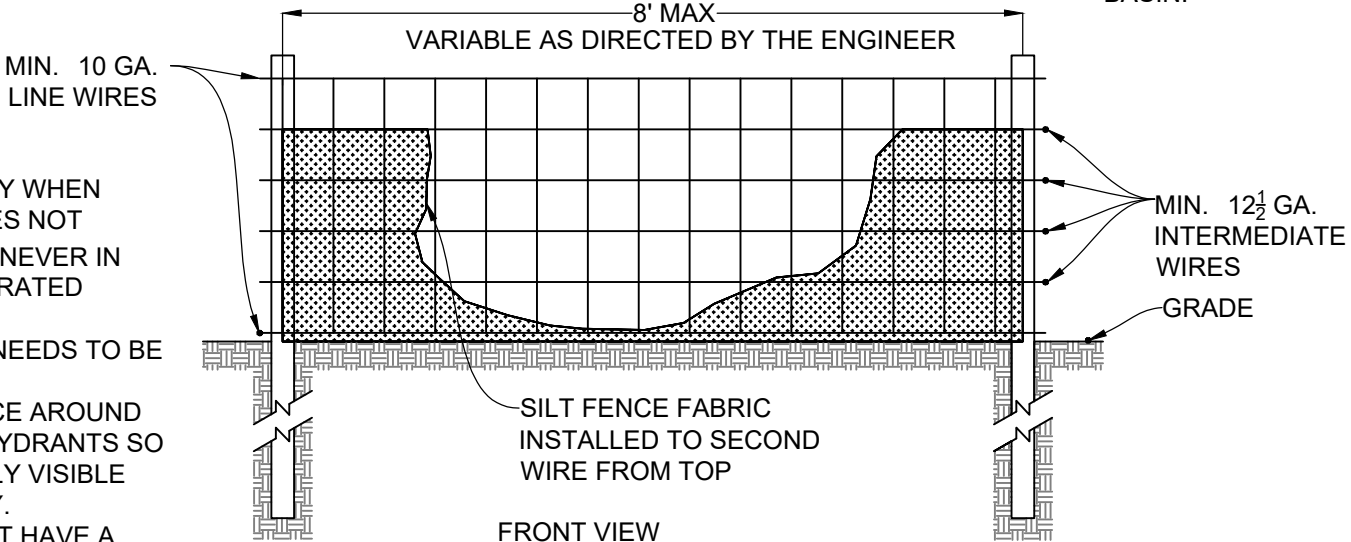
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Deleted: March 7, 2017

* USE #57 WASHED STONE FOR REPAIR OF SILT FENCE FAILURES, AND FOR ANCHOR WHEN SILT FENCE IS PROTECTING CATCH BASIN.

NOTES:

1. USE SILT FENCE ONLY WHEN DRAINAGE AREA DOES NOT EXCEED $\frac{1}{4}$ ACRE AND NEVER IN AREAS OF CONCENTRATED FLOW.
2. END OF SILT FENCE NEEDS TO BE TURNED UPHILL.
3. WRAP THE SILT FENCE AROUND ALL EXISTING FIRE HYDRANTS SO THAT THEY ARE FULLY VISIBLE FROM THE ROADWAY.
4. ALL SILT FENCE MUST HAVE A MINIMUM OF 5' OF CLEARANCE FROM THE FIRE HYDRANT.
5. MAINTENANCE SHALL OCCUR WHEN NECESSARY. SILT FENCE SHALL BE REPLACED EVERY 6 MONTHS AND POSTS SHALL BE INSPECTED TO ENSURE STRUCTURAL INTEGRITY. SILT FENCE SHALL BE INSPECTED WEEKLY AND ALL MAINTENANCE ISSUES SHALL BE CORRECTED AT THAT TIME.
6. SILT FENCE SHOULD BE A MINIMUM OF 5 FEET FROM THE TOE OF SLOPE.



TOWN OF APEX
STANDARDS

EFFECTIVE: MAY 5, 2020

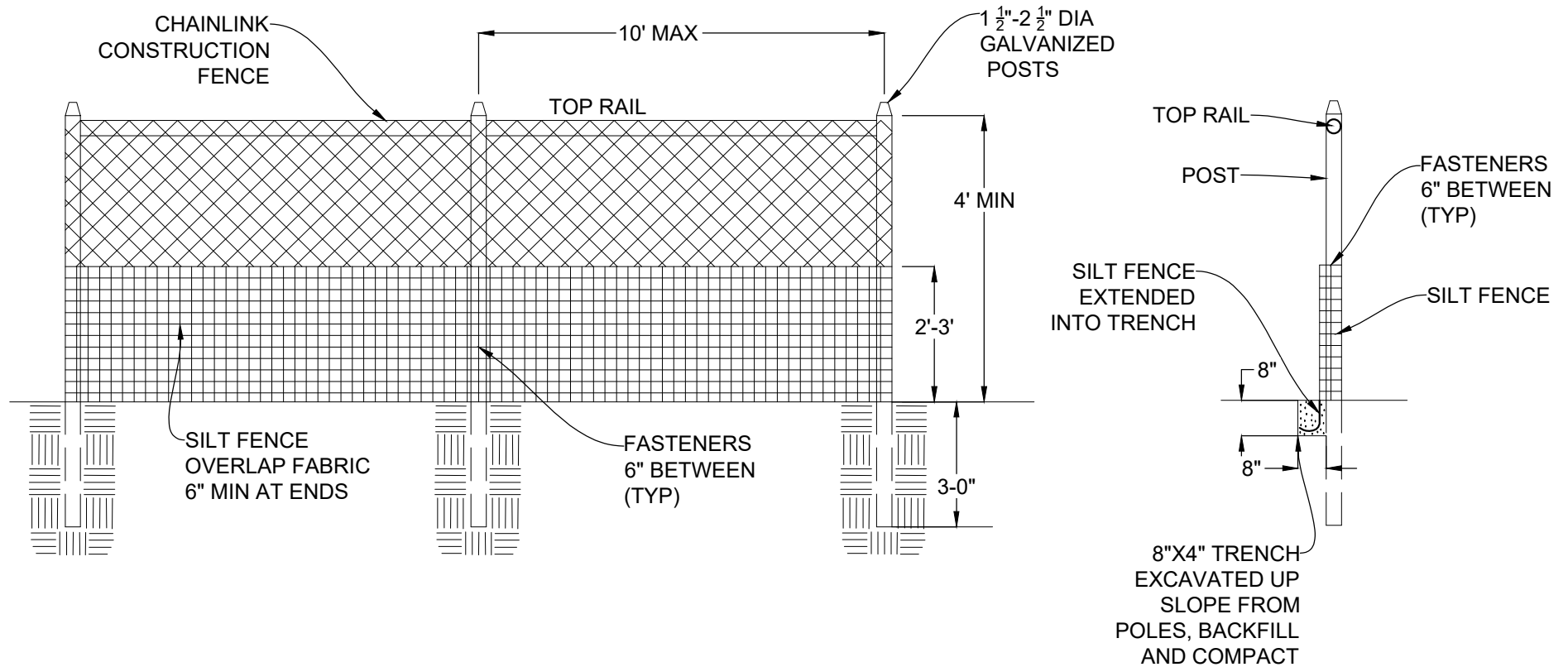
TEMPORARY SILT FENCE

STD. NO.

400.01

SHEET 1 OF 2

* ALTERNATIVE SILT FENCE TO BE USED AT LOCATIONS WHERE STANDARD IS INADEQUATE, AS DIRECTED BY THE ENGINEER



TOWN OF APEX
STANDARDS

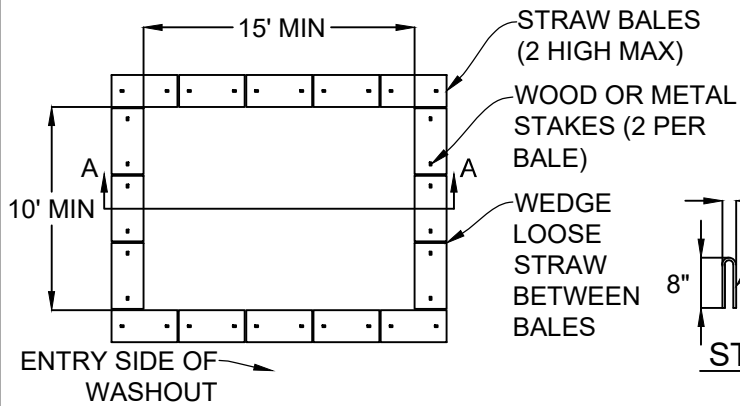
EFFECTIVE: MAY 5, 2020

TEMPORARY SILT FENCE

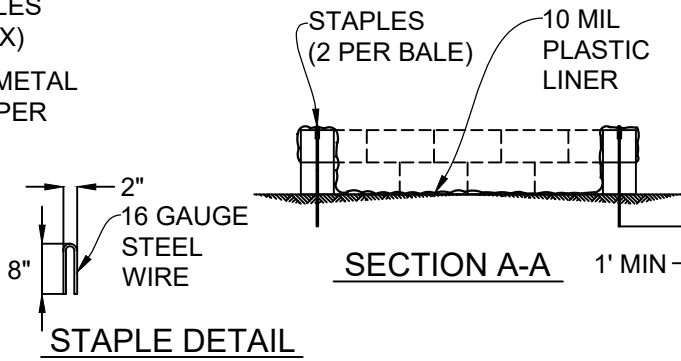
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400.01

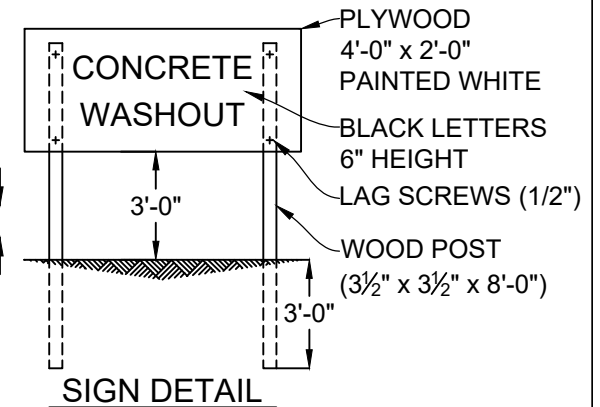
SHEET 2 OF 2



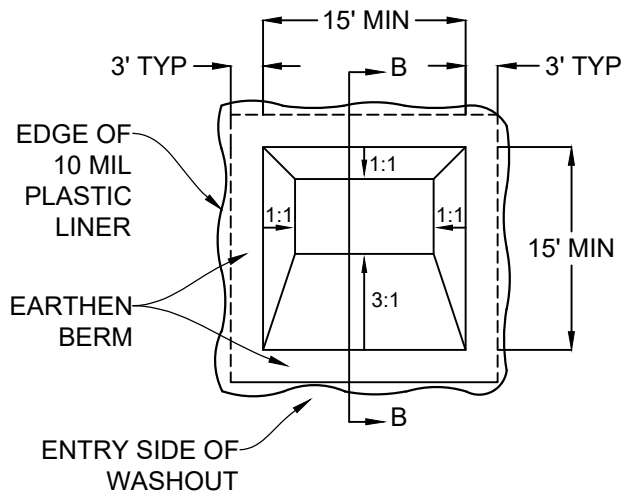
**ABOVE GRADE DETAIL
PLAN VIEW**



STAPLE DETAIL



SIGN DETAIL

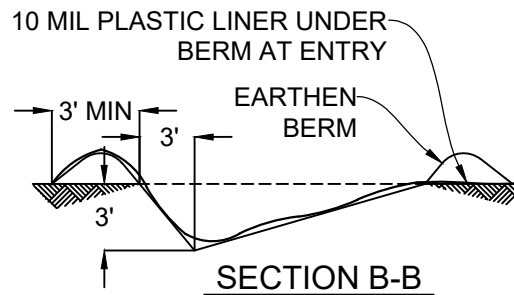


**BELOW GRADE DETAIL
PLAN VIEW**

GENERAL NOTES:

1. DO NOT DISCHARGE CONCRETE OR CEMENT SLURRY FROM THE SITE.
2. THE CONCRETE WASHOUT FACILITY SHOULD BE LOCATED A MINIMUM OF 50' FROM STORM DRAIN INLETS, BUFFERS, OR WATERCOURSES.
3. THE CONCRETE WASHOUT SIGN SHALL BE INSTALLED WITHIN 30' OF THE FACILITY.
4. THE ACTUAL LAYOUT CAN BE DETERMINED IN THE FIELD USING EITHER THE ABOVE GRADE OR BELOW GRADE CONSTRUCTION OPTION.

5. THE CONCRETE WASHOUT FACILITY SHOULD BE CONSTRUCTED AND MAINTAINED IN SUFFICIENT SIZE AND QUANTITY TO CONTAIN ALL LIQUID AND CONCRETE WASTE GENERATED BY THE WASHOUT OPERATION.
6. THE PERIMETER OF THE 10 MIL LINER MUST BE HELD IN PLACE WITH SAND BAGS OR STEEL STAPLES.
7. ONCE CONCRETE WASTES ARE WASHED AND ALLOWED TO HARDEN THE CONCRETE SHOULD BE BROKEN UP, REMOVED AND DISPOSED OF AT AN APPROVED FACILITY IN ACCORDANCE WITH LOCAL AND STATE REGULATIONS. DISPOSE OF HARDENED CONCRETE ONCE THE WASHOUT FACILITY IS 75% FULL.
8. ONCE THE FACILITY IS NO LONGER NEEDED ALL MATERIALS SHALL BE REMOVED AND THE EXISTING GRADES SHALL BE RESTORED.
9. STORMWATER ACCUMULATED WITHIN THE WASHOUT MAY NOT BE DISCHARGED INTO THE STORM DRAIN SYSTEM OR RECEIVING SURFACE WATERS.



TOWN OF APEX
STANDARDS

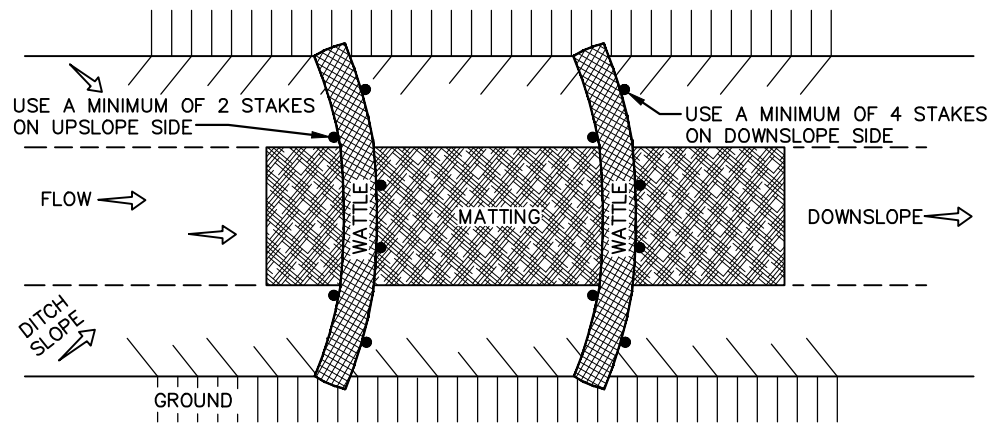
EFFECTIVE: MAY 5, 2020

TEMPORARY CONCRETE WASHOUT

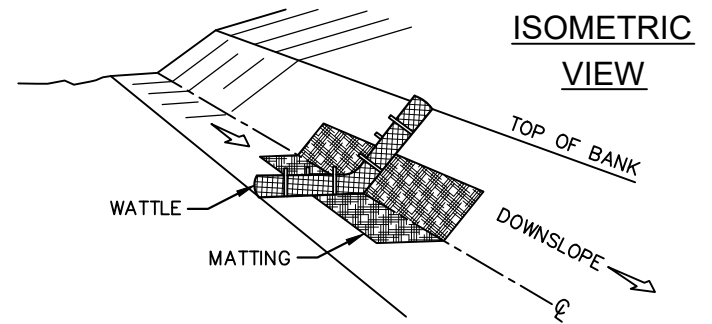
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SHEET 1 OF 1

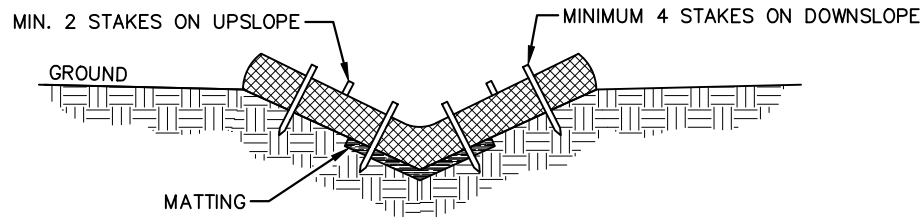


PLAN VIEW

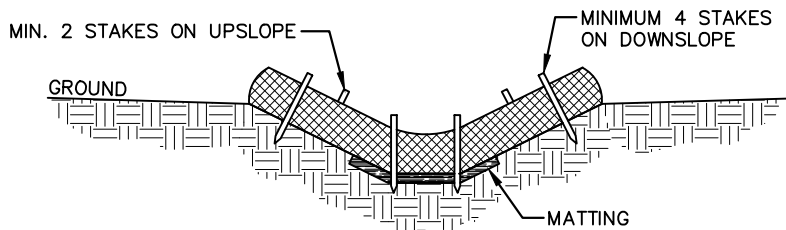


NOTES:

- 1) USE A MINIMUM 12 INCH DIAMETER EXCELSIOR WATTLE.
- 2) USE 24 INCH LONG WOODEN STAKES WITH A 2"x2" NOMINAL CROSS SECTION.
- 4) INSTALL WATTLE(S) TO A HEIGHT ON SLOPE SO FLOW WILL NOT WASH AROUND WATTLE AND SCOUR SLOPES, OR AS DIRECTED.
- 5) INSTALL A MINIMUM OF TWO UPSLOPE STAKES AND FOUR DOWNSLOPE STAKES AT AN ANGLE TO WEDGE WATTLE TO GROUND AT BOTTOM.
- 6) PROVIDE STAPLES MADE OF 0.125 INCH DIAMETER STEEL WIRE FORMED INTO A U-SHAPE NOT LESS THAN 12 INCHES IN LENGTH.
- 7) INSTALL STAPLES APPROXIMATELY EVERY 1 LINEAR FOOT ON BOTH SIDES OF WATTLE AND AT EACH END TO SECURE IT TO THE SOIL.
- 8) AFTER INSTALLATION OF STAPLES, CHINK ANY GAPS BETWEEN WATTLE AND GROUND WITH MATTING.

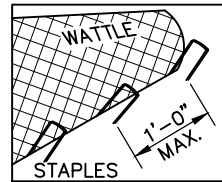


V-DITCH SECTION VIEW

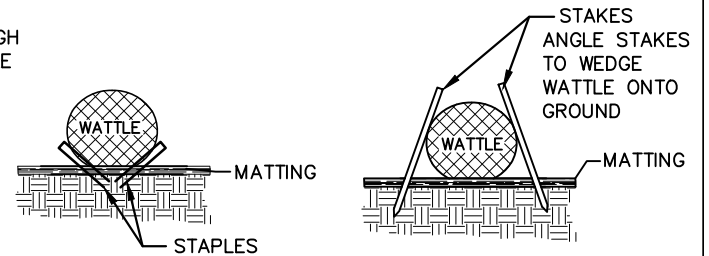


TRAPEZOIDAL DITCH SECTION VIEW

WEAVE STAPLES THROUGH MESH CASING OF WATTLE



STAPLE INSTALLMENT SECTIONS



STAKE INSTALLMENT CROSS SECTION

TOWN OF APEX
STANDARDS

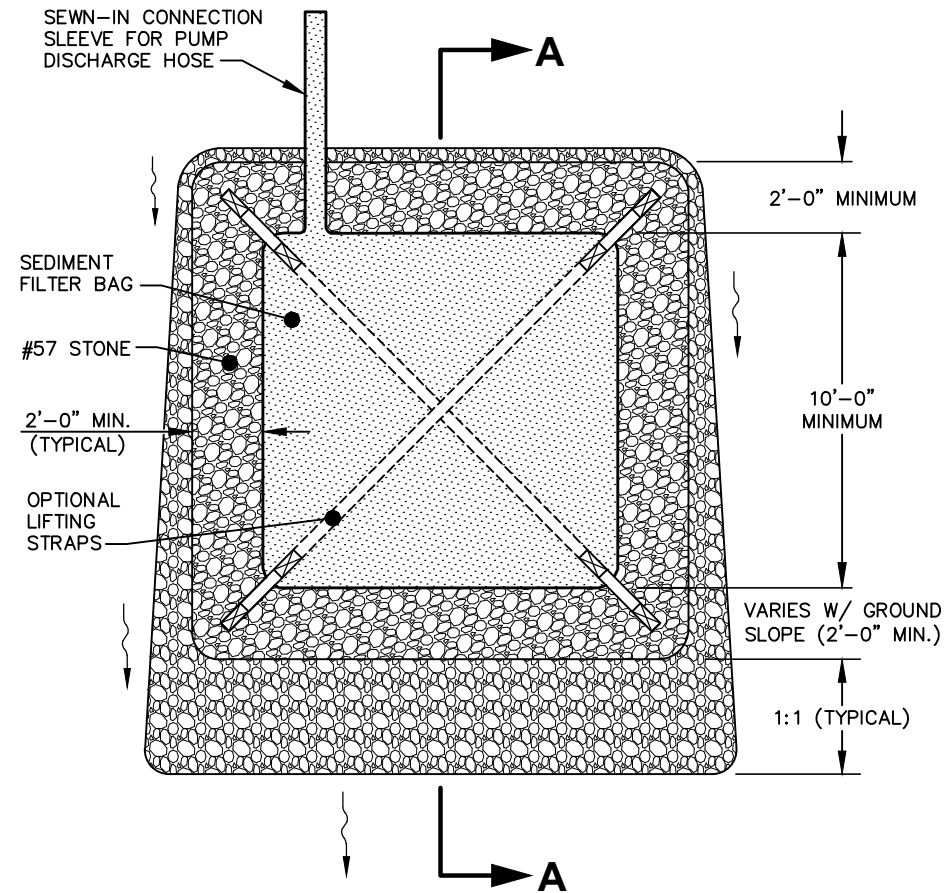
EFFECTIVE: MAY 5, 2020

WATTLE

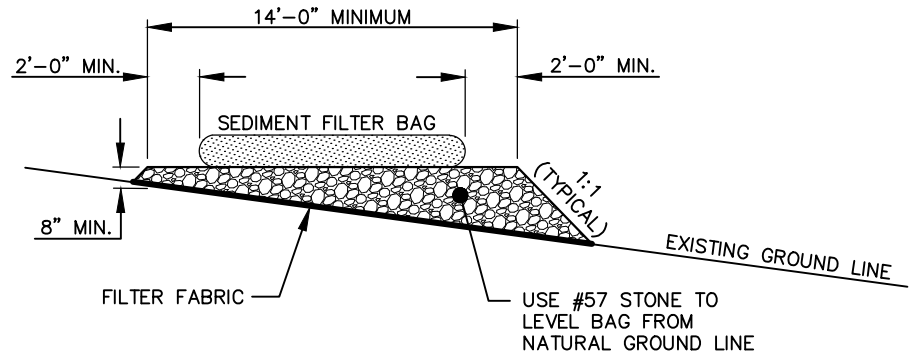
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PLAN VIEW



SECTION A-A

SEDIMENT FILTER BAG GENERAL NOTES:

1. CONTRACTOR SHALL EXERCISE CAUTION NOT TO BURST OR DAMAGE THE SEDIMENT FILTER BAG WHEN PUMPING.
2. THE LENGTH AND WIDTH OF THE TEMPORARY SEDIMENT BAG SHOWN ON THIS DRAWING MAY VARY PER VENDOR SPECIFICATIONS. THE MINIMUM "FOOTPRINT" OF THE BAG SHALL BE 10 x 15 FEET.
3. SEDIMENT FILTER BAGS SHALL BE EQUIPPED WITH A SEWN-IN SLEEVE OF SUFFICIENT SIZE TO ACCEPT A MINIMUM 4 INCH DIAMETER PUMP DISCHARGE HOSE. THE DISCHARGE HOSE SHOULD BE EXTENDED INTO THIS SLEEVE A MINIMUM OF 6 INCHES AND BE TIGHTLY SECURED WITH A HOSE CLAMP OR OTHER SUITABLE MEANS TO PREVENT LEAKAGE. HOSE CONNECTION THROUGH A SLIT IN THE BAG WILL NOT BE ACCEPTABLE.
4. THE PUMP DISCHARGE HOSE CONNECTION SLEEVE SHALL BE SECURELY TIED OFF DURING DISPOSAL OF THE SEDIMENT FILTER BAG IN ORDER TO PREVENT LEAKAGE OF COLLECTED SEDIMENTS.
5. SEDIMENT FILTER BAG SHALL BE MAINTAINED AND REPLACED WHEN ONE HALF FULL OF SEDIMENT OR IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.

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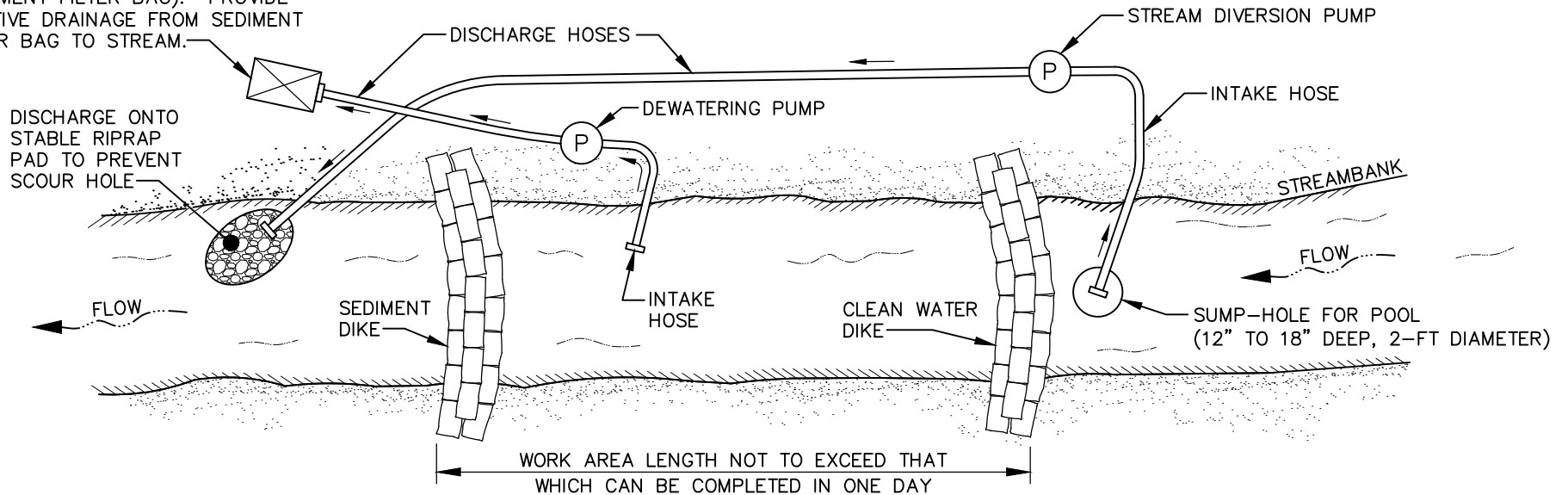
FILTER BAG WITH GRAVEL PAD

STD. NO.

400.22

SHEET 1 OF 1

APPROVED SEDIMENT FILTERING DEVICE (SEDIMENT FILTER BAG). PROVIDE POSITIVE DRAINAGE FROM SEDIMENT FILTER BAG TO STREAM.



TEMPORARY PUMP AROUND SEQUENCE

1. SET UP PUMP WITH SUCTION AND DISCHARGE HOSE.
2. INSTALL UP-STREAM SANDBAG DAM.
3. INSTALL DOWN-STREAM SANDBAG DAM.
4. THE PUMP MUST RUN CONTINUOUSLY WHILE WORKING IN THE STREAM.
5. STREAMBANKS MUST BE STABILIZED AT THE END OF EACH DAY.

NOTES:

1. SANDBAG DIKES SHALL BE SITUATED AT THE UPSTREAM AND DOWNSTREAM ENDS OF THE WORK AREA, AND STREAM FLOW SHALL BE PUMPED AROUND THE WORK AREA. THE PUMP SHOULD DISCHARGE ONTO A STABLE VELOCITY DISSIPATER CONSTRUCTED OF RIPRAP OR SANDBAGS.
2. WATER FROM THE WORK AREA SHALL BE PUMPED TO A SEDIMENT FILTERING MEASURE SUCH AS A SEDIMENT BAG OR OTHER APPROVED DEVICE. THE MEASURE SHALL BE LOCATED SUCH THAT THE WATER DRAINS BACK INTO THE CHANNEL BELOW THE DOWNSTREAM SANDBAG DIKE WITHOUT CAUSING FURTHER EROSION BETWEEN THE SEDIMENT FILTER BAG AND THE STREAMBANK.

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TEMPORARY PUMP AROUND

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**SECTION 500
STORM DRAINAGE**

- 501 Design**
 - A. General**
 - B. Location**
 - C. Easements**
 - D. Depth of Cover**

- 502 Materials – Storm Drainage Pipe**
 - A. General**
 - B. Reinforced Concrete Pipe (RCP)**
 - C. Corrugated Polypropylene Pipe (CPP)**
 - D. Corrugated Aluminized Steel Pipe - Type 2 (CSP)**
 - E. Corrugated Aluminum Pipe (CAP)**

- 503 Materials - Storm Drainage Structures**
 - A. General**
 - B. Concrete Brick Masonry Units**
 - C. Precast Concrete Manholes**
 - D. Mortar**
 - E. Castings**
 - F. Portland Cement Concrete**
 - G. Reinforcing Steel**
 - H. Connections**

- 504 Miscellaneous Materials**
 - A. Rip Rap**

- 505 Inlets and Outlets**
 - A. Headwalls, Endwalls, and Flared End Sections**
 - B. Dissipaters and Scour Protection**

- 506 Stormwater Control Measures (SCMs) within the Primary and Secondary Watershed Protection Overlay Districts**

- 507 Construction Methods**
 - A. Trenching & Bedding for Storm Sewers**
 - B. Pipe Laying**
 - C. Backfilling**
 - D. Masonry Structures**
 - E. Concrete Construction**
 - F. Installation of Precast Concrete Structures**

- 508 Inspection Prior to Acceptance**

- 509 Maintenance of Municipal Separate Storm Sewer System (MS4)**

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501 Design

A. General

Storm drainage facilities shall be designed to dispose of stormwater generated upon or passing through the project location. The determination of the quantities of water which must be accommodated will be based upon peak flows from storms having the following return periods:

Drainage Structure	<u>Design Storm Event - Return Frequency</u>
Roadside Ditches	10-year storm
Curb Inlet,	4 inches/hour
Storm Sewer Collector	10-year storm
Cross Street Storm Drainage	25-year storm
Greenways	25-year storm
Structures in Floodplain	100-year storm*

*Drainage structures in the floodplain should pass 100-year storm without over-topping the roadway -- or in the alternative, the structures may be designed to pass only the 25-year event, in which case, the downstream roadway embankment shall be fully protected from the residual flow which may overtop the roadway during a 100-year event.

1. Runoff rates shall be calculated by the Rational Method (for drainage areas less than 2 square miles), SCS Method (for drainage areas greater than 2 square miles) or other acceptable procedures. Runoff computations shall be based on rainfall data for the last 30 years published by the National Weather Service for this area.
2. Time of concentration (tc) shall be determined using standard acceptable methods and the storm duration shall equal tc.
3. Pipe shall be sized in accordance with the Manning Equation and applicable nomographs to carry the design flow and to provide a velocity of at least 2.5 feet per second during the 2-year storm event.
4. Culverts shall be sized in accordance with the Energy Equation and applicable nomographs to carry the design flow and to provide a velocity between 2-10 feet per second during the 2-year storm event.
5. Channels and ditches shall be designed to carry the design flow at nonerosive velocities. Calculations indicating design velocities shall be provided along with typical channel cross-sections. The maximum allowable design velocity in grass channels is 4 feet per second.
6. A Hydraulic Grade Line (HGL) study shall be performed for all public storm drainage systems. Where the public storm drainage system conveys stormwater into a private SCM, the Q₁₀ staging elevation shall be used as the

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starting point for the study. The study shall include profiles that show inverts, slopes, proposed finished grade and HGL. The HGL shall be required to stay within the pipe to ensure no surcharge on the system. ASTM Standard C443 (O Ring or Single Groove) water tight sealed pipe shall be used in cases where it is not practicable.

7. Stream crossings will necessitate a backwater study on the 100-year storm event. The localized 100-year flood elevation at each crossing is not allowed to stage onto an individual lot.
8. The minimum allowable slope is 0.50% or the slope which will produce a velocity of 2.5 fps when flowing full, whichever is greater for all proposed pipes and culverts.
9. The following criteria for headwater shall be used (based on the design storm):
 - a. Minimum 12 inch freeboard for culverts up to 36"
 - b. Minimum 18 inch freeboard for culverts greater than 36"
 - c. Elevations established will delineate localized floodplain
 - d. $HW/D \leq 1.2$

Prediction of the peak flow rates shall be calculated using the procedure in the USDA Soil Conservation Service Method, the Rational Method, or other acceptable calculation procedures as determined by the TOWN. The size of stormwater conduits shall be determined by utilizing the standard energy equation for inlet control or outlet control and headwater nomographs as published by various federal agencies – US FHWA - H.E.C. #5, Soil Conservation Service, etc. The minimum pipe size to be used shall be 15-inch diameter.

Discharge from the stormwater drainage systems shall not be of such a velocity as to cause damage after leaving the pipe. Maximum allowable outlet velocity will be 2.5 feet per second (refer to "Code of Ordinances, Town of Apex, North Carolina"; Chapter 5, Article X, Sec. 5-149). Exiting velocities shall be in conformance with the sedimentation and erosion guidelines and outlet protection used whenever the velocity exceeds the allowable limit. Pipe outlets, flared end sections and head walls shall be provided, with rip-rap aprons designed to reduce velocity and dissipate energy so that downstream damage from erosion does not occur. Calculations shall be submitted with plan review.

B. Location

Manholes or structures shall be installed at each deflection of line or grade. Acute angle junctions (angles less than 90 degrees) between pipe runs should be avoided. No inaccessible junction boxes shall be permitted. The maximum distance between access openings shall not exceed 400 feet for pipes 30 inches and smaller. For pipes 36 inches and larger, the maximum distance between access openings may be increased to 500 feet.

Stormwater shall not generally be allowed to flow across the roadway. Any deviation shall require pre-approval by the ENGINEER. Catch basins shall be provided to intercept the flow prior to the radius of an intersection, or the design of the roadway shall indicate a continuous grade around the radius to allow the flow to continue down the intersecting

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street. Inlet spacing shall be sufficient to limit spread to no more than half of a through lane during a 4-inch per hour rain storm. No catch basin shall be installed in the radius of a curve.

Stormwater that is piped or is conveyed as open channel flow and originates within or passes through the public street rights-of-way shall be conveyed through a contiguous public drainage easement. The public drainage easement must extend from the public street rights-of-way through points downstream, to the point of open discharge.

In natural drainage ways, a storm drain main shall be extended to the property lines to readily enable future connection to adjoining upstream property. Storm design shall account for future upstream development based on the current land use plan and shall include an evaluation of the existing downstream storm capacity.

Private storm drainage systems will be permitted, provided that: (1) such systems collect and discharge impounded stormwater wholly within the same lot; or (2) such systems collect water from one single lot and discharge into the public storm drainage system; or (3) such systems are properly engineered and approved on the signed set of construction drawings. Private storm drainage systems that connect to the public storm drainage system shall have the connecting leg of such a system, which crosses into the public street rights-of-way or easement, constructed in accordance with TOWN specifications, including but not limited to: the necessary easements, piping, inlets and junction boxes. Connection of plastic pipe to TOWN infrastructure is prohibited. Piped private storm drainage systems may not cross property lines, convey stormwater from one lot to another unless criterion #3 is met, or point discharge adjacent to curb. Where permitted by topography and site conditions, storm drainage systems that serve a single non-residential lot (i.e., parking lots, private streets, vehicular use areas), shall be privately maintained.

C. Easements

All storm sewers shall be installed in dedicated street rights-of-way or easements. Minimum width of permanent storm drainage easements for public storm drain pipe shall be 20 feet. Where storm drain pipes are installed at a depth in excess of 10 feet or for pipes greater than or equal to 36-inch diameter, the easement widths shall be increased in accordance with the following table:

<i>Pipe Diameter (in)</i>	<i>Pipe Depth (D, ft)</i>	<i>Easement Width (ft)</i>
36 -- 48	10 < D ≤ 15	30
54 -- 72	15 < D ≤ 20	40
> 72	> 20	To be determined by the TOWN

No structures or equipment such as buildings, fences, playsets, pools, HVAC units, etc. shall be placed within any public easement. The Town of Apex is not liable for any

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damage to personal property located on public easements that may occur resulting from enactment of official duties.

Where multiple pipes are installed, the edges of the easement shall be a minimum of 10 feet from the centerline of the outside pipe with 3 feet clearance between the exterior of the parallel storm sewer pipes. Pipes shall not outfall in the front yard of a lot, but should extend to the rear third of the lot or property line in residential subdivisions.

D. Depth of Cover

Cover heights shall be as follows:

- Reinforced Concrete Pipe (RCP)
- Corrugated Polypropylene Pipe (CPP)
- Corrugated Aluminized Steel Pipe - Type 2 (CSP)
- Corrugated Aluminum Pipe (CAP)

CLASS	RCP	
	MIN (ft)	MAX (ft)
III	2	20
IV	1	30

Pipe Diameter (in)	CPP		CSP		CAP	
	MIN (in)	MAX (ft)	MIN (in)	MAX (ft)	MIN (in)	MAX (ft)
15	12	28	12	158	12	98
18	12	28	12	131	12	81
21			12	113	12	69
24	12	26	12	98	12	60
30	12	26	12	79	12	57
36	12	20	12	65	12	47
42	12	20	12	55	12	40
48	12	20	12	48	12	35
54			12	56	15	31
60	24	20	12	50	15	28

502 Materials – Storm Drainage Pipe

A. General

All storm sewer pipes to be installed in projects within the jurisdictional limits of the TOWN shall conform to the specifications presented herein. In special cases where material other than those listed below is requested, the applicant's plan submittal must contain a formal request to use other material and complete background data to justify its use.

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B. Reinforced Concrete Pipe (RCP)

RCP shall be as per ASTM C76 (or the latest revision), Class III or Class IV with a minimum 15-inch diameter. All joints shall include rubber gaskets conforming to ASTM C 1628. All RCP installed on thoroughfare routes shall be approved and stamped by the NCDOT Materials and Tests Unit at the manufacturer's facility prior to delivery.

Any of the following criteria will be grounds for rejection of RCP material:

- 1) Any fracture or crack that visibly passes through the wall of pipe;
- 2) Any fracture or crack that is 0.01 inch wide or greater at the surface and 12 inches or longer regardless of position in the wall of the pipe;
- 3) Offsets in form seam that would prevent adequate concrete cover over reinforcing steel;
- 4) Delamination in the body of the pipe when viewed from the ends;
- 5) Evidence of inadequate concrete cover for reinforcing steel;
- 6) Any severe surface condition that affects the majority of the pipe section surface and could reduce the durability and service life of the pipe;
- 7) Damaged or cracked ends where such damage would prevent making a satisfactory joint.

C. Corrugated Polypropylene Pipe (CPP)

The pipe and fittings shall be an annular corrugated wall and a smooth interior wall (double-wall) or pipe and fittings with an annular corrugated wall and a smooth interior and exterior wall (triple-wall), conforming to the requirements of ASTM F2764 and AASHTO Specifications M330 (latest edition) for Corrugated Polypropylene Pipe.

Bell and spigot joints are required on all pipes. Bells shall cover at least two full corrugations on each section of pipe. The spigot shall be double-gasketed. The bell and spigot joint shall have "O"-ring rubber gaskets meeting ASTM F477 with the gaskets factory installed and placed on the spigot end of the pipe. Pipe joints shall meet all requirements of AASHTO M330. Transitions from CPP to RCP shall be made with the appropriate adapter. Refer to Section 505 A.

D. Corrugated Aluminized Steel Pipe - Type 2 (CSP)

Aluminized Steel Type 2 pipe shall be 14 gauge minimum for 15-inch and 18-inch diameters, 12 gauge for all other sizes. Coils shall conform to the applicable requirements of ASTM A929. CSP shall be manufactured in accordance with the applicable requirements of ASTM A760. All fabrication of the product shall occur within the United States. Coupling bands shall be made of the same base metal and coatings as the CSP to a minimum of 18 gauge.

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E. Corrugated Aluminum Pipe (CAP)

Aluminum pipe shall be 14 gauge minimum. Coils shall conform to the applicable requirements of ASTM B744. CAP shall be manufactured in accordance with the applicable requirements of ASTM B745. All fabrication of the product shall occur within the United States. Coupling bands shall be made of the same base metal and coatings as the CAP to a minimum of 18 gauge.

503 Materials - Storm Drainage Structures

A. General

All structures (manholes, curb inlets, catch basins, junction boxes, etc.) shall be constructed of concrete brick masonry units, cast-in-place reinforced concrete, or pre-cast concrete. Structures shall be repaired and re-built with solid concrete brick and mortar. Materials such as broken concrete pipe, clay brick, and rock are prohibited. Structure walls shall be repaired to original manufacturer conditions. Waffle boxes are not permitted. All pre-cast boxes shall be solid boxes.

Curb inlets in streets with curb and gutter shall be NCDOT type standard frame, grate, and hood.

B. Concrete Brick Masonry Units

Concrete brick masonry units shall be solid units meeting the requirements of ASTM C55, Grade S-II. Clay brick shall not be permitted for any drainage structure.

C. Precast Concrete Manholes

Pre-cast concrete manholes shall meet the requirements of ASTM C478. Manholes shall have joints sealed with a pre-formed rope-type gasket per ASTM C990. Manhole base diameters shall conform to the following for the various storm sewer pipe sizes:

<i>Pipe Diameter (in)</i>	<i>Manhole Base Diameter (ft)</i>
15 - 36	5
42 - 48	6
54	8

For pipes greater than 54 inches, manhole base sections shall be sized as required and shall be approved by the ENGINEER. All precast manholes installed on thoroughfare routes shall be approved and stamped by the NCDOT Materials and Tests Unit at the manufacturer's facility prior to delivery.

Transition reducing slabs may be used to enable the use of 4-foot diameter eccentric

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cones at the top. All pre-cast manholes for storm sewers in traffic areas shall be of the eccentric type for ease of access. Manholes in non-traffic areas shall be flat-top type.

D. Mortar

Mortar shall be proportioned as shown below for either Mix No. 1 or Mix No. 2. All proportions are by volume. Water shall be added only in the amount required to make a workable mixture.

MIX NO. 1	1 part Portland Cement 1/4 part Hydrated Lime 3 3/4 parts Mortar Sand (maximum)
MIX NO. 2	1 part Portland Cement 1 part Masonry Cement 6 parts Mortar Sand (maximum)

Portland cement shall be ASTM C-150, Type 1. Hydrated lime shall conform to ASTM C207, Type S. Masonry cement shall meet the requirements of ASTM C91. Mortar sand shall be standard size 4S, per requirements of the NCDOT.

E. Castings

- 1) General – All castings shall meet the requirements of ASTM A48, Grade 35B iron and shall be manufactured in the USA. Country of origin shall be embossed on each casting.

At a minimum, manufacturers shall submit the following to substantiate to the ENGINEER that castings meet the minimum criteria:

- a. Bar tensile test reports from an independent testing laboratory. The results must confirm that the material meets ASTM A48 Class 35B.
 - b. Casting proof load test report on the subject casting. Proof load tests shall be conducted in accordance with AASHTO M306, Section 7.0. During proof load testing, castings shall maintain a 40,000 lb proof load for one minute without experiencing any cracking or detrimental deflection.
 - c. A written statement of certification by a qualified licensed engineer, employed by the producing foundry, that castings meet these specifications.
- 2) Curb Inlet - Grates, frames, and hoods shall be in accordance with NCDOT Standard 840.02 and 840.03. Curb inlet hoods shall be embossed with "Dump No Waste! Drains to Waterways".
 - 3) Grates & Frames - Cast iron grates and frames for yard inlets shall be of the size indicated on the approved plans. Grates and frames shall be in compliance with NCDOT Standards.

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- 4) Manhole Rings & Cover - Cast iron manhole rings and covers shall be in compliance with the Standard Detail with the words "STORM SEWER" cast on the cover. Covers shall have two 1-inch holes. Manhole castings shall be machined to provide a continuous bearing around the full periphery of the frame.

F. Portland Cement Concrete

Portland cement concrete used for storm drainage structures, end walls, etc. shall conform to the technical requirements presented in Section 200 of these Specifications, and shall have a minimum compressive strength of 3,000 psi at 28 days. Primary structures, such as box culverts, may require concrete having a compressive strength greater than 3,000 psi, and may require the submission of mix designs and testing of the concrete by an independent laboratory. These special requirements may be imposed by the ENGINEER for all such structures where deemed necessary.

G. Reinforcing Steel

Reinforcing steel shall be new billet steel conforming to ASTM A615 for grade 60. Reinforcing steel shall be deformed per current ASTM standards.

H. Connections

All storm drain connections shall be made with non-shrink grout.

504 Miscellaneous Materials

A. Rip Rap

Riprap shall be large aggregate of the size and class shown on the approved drawings. Stormwater calculations shall be submitted with the construction plan review application.

505 Inlets and Outlets

A. Headwalls, Endwalls, and Flared End Sections

Headwalls, endwalls, and flared end sections shall be constructed of structural cast-in-place concrete or pre-cast concrete in accordance with NCDOT specifications and shall be installed at all discharge points and inlets where there is not a structure. Details and design of headwalls, endwalls, and flared end sections shall be in accordance with NCDOT requirements. Details shall be shown on all plan submissions.

Flared end sections shall be installed on single pipe culverts up to and including 36 inches in diameter, and on multiple pipe culverts less than 30 inches in diameter. Flared end sections shall also be installed at the outlet point of all storm drainage systems. Dissimilar pipe couplers shall be used to connect CPP, CSP, or CAP pipe to end sections.

Headwall and endwall shall be installed on single pipe culverts greater than 36 inches in diameter, and on multiple pipe culverts greater than and including 30 inches in diameter.

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B. Dissipaters and Scour Protection

Energy dissipaters shall be installed at all discharge points and shall be properly sized to ensure that stormwater is released at a non-erosive velocity.

Scour protection shall be provided for all drainage ways where, in the opinion of the ENGINEER, erosive velocities or other factors require the use of protective measures. All protective measures shall be shown on all plan submissions.

Additional information on the impact of stormwater discharge onto adjacent properties may be required by the ENGINEER.

506 Stormwater Control Measures (SCMs) within the Primary and Secondary Watershed Protection Overlay Districts

Stormwater Control Measures (SCMs) shall be designed and constructed per the guidelines and minimum design criteria (MDC) presented in the State of North Carolina Department of Environmental Quality (NCDEQ) Stormwater Design Manual, latest revisions. These structures shall be designed to meet all stormwater requirements presented in Section 6.1 of the TOWN Unified Development Ordinance (UDO).

In addition to the guidelines and MDC presented in the NCDEQ Stormwater Design Manual, the following specifications shall be used for all SCMs:

- The invert elevation for the inlet to the SCM shall be set no lower than the normal/permanent pool elevation controlled by the water quality orifice(s). Refer to Section 501.B.6 of this document for inlet pipe network HGL requirements.
- The outlet device shall be constructed of either precast Reinforced Concrete Pipe or aluminized CMP material. No masonry structures will be approved.
- All water quality drawdown devices that penetrate the dam embankment shall be constructed of ductile iron pipe.
- All vegetated side slopes and tops of dams shall be sodded with non-clumping turf grass.
- All SCM side slopes stabilized with vegetated cover shall be no steeper than 3:1 (horizontal to vertical).
- When the proposed impervious area is unknown for residential subdivision projects, a 70% impervious assumption per lot should be made when sizing proposed SCMs.

Prior to the approval of a final plat (with respect to a subdivision), issuance of a certificate of occupancy (with respect to a site plan), or commencement of a use for any development upon which an SCM is required, the applicant shall certify that the completed project is in accordance with the approved stormwater management plans and designs, and shall submit actual "as-built" plans and corresponding as-built supplements for all SCMs. See Section 106 of this document for additional "as-built" submittal requirements.

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The "as-built" plans shall show the final design specifications for all SCMs and practices and the field location, size, elevations, and planted vegetation of all measures, controls, and devices, as installed. The designer of the SCMs shall certify, under seal, that the as-built SCMs, controls, and devices are in compliance with the approved plans and designs as required by the TOWN UDO.

A final inspection and approval by the TOWN Environmental Engineering Manager or his/her designee must occur before the release of any performance and/or maintenance securities.

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507 Construction Methods

A. Trenching & Bedding for Storm Sewers

The trench shall be constructed per the Standard Detail. Where the foundation is found to be of poor supporting value, the pipe foundation shall be conditioned by undercutting the unacceptable material to the required depth as directed by the INSPECTOR, and backfilling with stone or other approved material. Where necessary, surface water shall be temporarily diverted in order to maintain the pipe foundation in a dry condition. The flow of water from such temporary diversions shall be directed into suitable erosion control devices.

B. Pipe Laying

Concrete pipe culverts shall be laid carefully with bells or grooves upgrade and ends fully and closely jointed.

C. Backfilling

The trench shall be backfilled per the Standard Detail. The backfill materials shall be moistened when necessary in the opinion of the INSPECTOR to obtain maximum compaction. Water setting or puddling shall not be permitted.

All trash, forms, debris, etc., shall be cleared from the backfill material before backfilling. Backfilling around structures shall be done symmetrically and thoroughly compacted in 6-inch layers with mechanical tampers to the specified 95% density (Standard Proctor).

D. Masonry Structures

Excavations shall be made to the required depth, and the foundation, on which the brick masonry is to be laid, shall be approved by the TOWN. The brick shall be laid so that they will be thoroughly bonded into the mortar by means of the "shove-joint" method. Buttered or plastered joints will not be permitted. The headers and stretchers shall be so arranged as to thoroughly bond the mass. Brickwork shall be of alternate headers and stretchers with consecutive courses breaking joint. All mortar joints shall be at least 3/8 inches in thickness. The joints shall be completely filled with mortar. No spalls or bats shall be used except for shaping around irregular openings or when unavoidable to finish out a course. All details of construction shall be in accordance with approved practice and to the

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satisfaction of the ENGINEER.

Steps as shown on the plans shall be placed in all catch basins and inlets when they are greater than five feet in depth. The steps shall be set in the masonry as the work is built up, thoroughly bonded, and accurately spaced and aligned.

Inverts in the structures shall be shaped to form a smooth and regular surface free from sharp or jagged edges. They shall be sloped adequately to prevent sedimentation. The castings shall be set in full mortar beds. All castings when set shall conform to the finish grade shown on the drawings. Any castings not conforming shall be adjusted to the correct grade.

Two (2) 2-inch diameter weep holes shall be installed above the upstream pipe invert in all storm drain structures. Protect weep holes with screen wire or fabric outside the structure to prevent clogging.

E. Concrete Construction

The forming, placing, finishing, and curing of Portland cement concrete shall be performed in strict accordance with all applicable requirements as contained in the Standard Specifications for Road & Structures latest edition, as published by the NCDOT and pertinent ACI (American Concrete Institute) codes and guidelines.

F. Installation of Precast Concrete Structures

Pre-cast concrete manholes, junction boxes, etc. shall be installed level and upon a firm, dry foundation, approved by the INSPECTOR. Structures shall be backfilled with suitable materials, symmetrically placed and thoroughly compacted so as to prevent displacement. Castings shall be set in full mortar beds to the required finished grade. Refer to the Standard Detail.

Two (2) 2-inch diameter weep holes shall be installed above the upstream pipe invert in all storm drain structures. Protect weep holes with screen wire or fabric outside the structure to prevent clogging.

508 Inspection Prior to Acceptance

Prior to acceptance of any development with public storm drainage infrastructure, the utility contractor, shall arrange a camera inspection of all public storm drainage lines with a 3rd party camera service and then coordinate the results with the Infrastructure Inspector or Manager within the Water Resources Department. Any discrepancies found in violation of these Specifications shall be repaired to the satisfaction of the INSPECTOR prior to acceptance and prior to issuance of any Certificates of Occupancy. When inspection indicates possible excessive deflection in CPP, CSP, or CAP, the contractor shall complete a deflection test by mandrel using a rigid device approved by the INSPECTOR. The mandrel size shall be clearly labeled and shall be sized so as to provide a diameter of at least 95% of the inside pipe diameter. If deflection exceeds 5%, the pipe shall be evaluated to determine what corrective measures are required.

Deleted: INSPECTOR

Deleted: , Water & Sewer Utility Operations Division

Deleted: June 5, 2018

Video Assessment and Cleaning

- a) As a final measure required for acceptance the Contractor shall clean and televise all newly installed public storm drain lines installed from the upstream to downstream manhole with no reverse setups or cutaways. Throughout shooting, the camera shall be panned and tilted for a complete view of the line. Lighting shall be adequate to view the entire storm drain line from beginning to end. The video inspection shall be submitted to the Town on a CD/DVD and formatted with software compatible and readable by the Town. The Town shall not be responsible for purchasing additional software necessary to view the CD/DVD.
- b) The camera shall be advanced at a uniform rate not to exceed 20 feet per minute that allows a full and thorough inspection of the new storm drain line. The camera shall be a color, pan and tilt camera capable of producing a five hundred line resolution picture. Lighting for the camera shall be sufficient to yield a clear picture of the entire periphery of the pipe. The picture quality shall be acceptable and sufficient to allow a complete inspection with no lapses in coverage. The length of the storm drain line shall be measured and recorded on the video screen. The distance counter shall be calibrated before shooting the inspection video.
- c) The Contractor shall clean the storm drain lines ahead of video inspection with a high-velocity water jet. The video inspection shall take place within 2-hours of cleaning operations as witnessed by the Town. All construction debris shall be collected in the downstream manhole and shall not be released into the storm drain system.
- d) The TOWN shall be present throughout the cleaning and televising of the storm drain lines to verify that the video work complies with the Specifications. The camera operator shall stop, reverse, pan, and tilt the camera to view any area of interest during the inspection as directed from the Town.
- e) It is recommended that site grading and all utilities be installed and complete prior to final inspection to ensure that damages to the storm drain lines do not occur. Damages found after final inspection would require re-inspection by the Town.
- f) Prior to submitting the CD/DVD to the TOWN, the Contractor shall label the CD/DVD with the following information:
- Name of the Project/Development.
 - Name and contact information of responsible party.
 - Date of televising.
 - Manhole identification as shown on the design plans.

509 Maintenance of Municipal Separate Storm Sewer System (MS4)

The TOWN shall maintain all piping and structures within TOWN identified easements. The easements must be labeled as the following: "Town of Apex Public Utility Easement" or "Town of Apex Drainage Easement". Easements labeled as "Drainage Easement" or "Private" shall be maintained by the responsible party or property owner where such system is located.

TOWN maintenance will stop just beyond one half the distance of the total recorded easement width which is measured from the end of the pipe or the center of a flared end section. TOWN maintenance responsibilities are summarized in the following table.

<i>Easement Width (ft)</i>	<i>Maintenance Distance (ft)</i>
20	10
30	15
40	20

When an approved private drainage system is designed and installed onto private property and connects to the TOWN street rights-of-way, a TOWN approved stormwater structure will be required and placed no further than 10 feet from the recorded or proposed street rights-of-way. A TOWN approved easement will be placed around the stormwater structure that meets the current TOWN specifications. The TOWN shall stop all maintenance activities at this point. A private easement boundary shall be shown beyond this point and recorded to describe and allow ownership inspection and maintenance activities. The TOWN shall not be responsible for any infrastructure, grassed swales, or other stormwater conveyances located within private easements.

Deleted: June 5, 2018

TOWN OF APEX
STANDARD SPECIFICATIONS & STANDARD DETAILS

SUMMARY OF REVISIONS

May 5, 2020

Specifications

Section 400 – Soil Erosion & Sedimentation Control

1. 401 General Requirements
Added information regarding timing of S&E letter of plan approval issuance and installation of measures; updated state agency and permit names; added disturbance acreage maximum and revised timing requirements for measures; clarified design criteria.
2. 402 Construction Sequence and Schedule
Added reference to Town website for sample construction sequence.
3. 404 Construction Entrances
Deleted description, referenced Standard Detail.
4. 405 Inlet Protection
Updated position title reference.
5. 406 Computations [*new section*]
Added design calculation method requirements.

Section 500 – Storm Drainage

6. 501 Design, A. General
Revised *Roadside Ditch* design storm frequency; added Curb Inlet design storm frequency; added hydrologic and hydraulic calculation method criteria.
7. 501 Design, B. Location
Added storm drain requirement associated with natural drainage ways, requirement to account for future upstream development.
8. 506 Stormwater Control Measures within the Primary and Secondary Watershed Protection Overlay Districts
Added impervious area threshold assumption; updated position title reference.
9. 508 Inspection Prior to Acceptance
Added camera inspection requirement consistent with sanitary sewer section.

Details

10. 400.01 Temporary Silt Fence *[new detail]*

Added alternative silt fence (sheet 2 of 2) to be used in locations near stream crossings and linear projects where sediment basins lack adequate space and where standard silt fence would likely fail.

11. 400.20 Temporary Concrete Washout *[new detail]*

Added new detail which is consistent with common field practice for concrete construction.

12. 400.21 Wattle *[new detail]*

Added new detail which is consistent with common field practice for erosion control.

13. 400.22 Filter Bag With Gravel Pad *[new detail]*

Added new detail which is consistent with common field practice for erosion control.

14. 400.23 Temporary Pump Around *[new detail]*

Added new detail which is consistent with common field practice for erosion control at streams.

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: May 5, 2020

Item Details

Presenter(s): Shawn Purvis, Assistant Town Manager

Department(s): Administration

Requested Motion

Motion to set the Public Hearing concerning the proposed Fiscal Year 2020-2021 Budget including expenditures for Economic Development (pursuant to NCGS 158-7.1), for Tuesday, May 19, 2020 at 6:00 p.m. at the Apex Town Hall.

Approval Recommended?

Yes

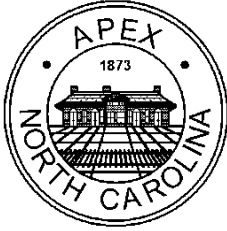
Item Details

We are required to hold a public hearing to receive comments regarding the proposed budget, including expenditures for Economic Development (pursuant to NCGS 158-7.1), for the coming fiscal year that begins on July 1, 2020. The proposed budget and budget message will be posted to the Town's website and available for inspection in the office of the Town Clerk at least 10 days prior to the hearing.

Attachments

- Budget Public Hearing Notice





TOWN OF APEX
OFFICE OF THE TOWN CLERK

PO Box 250, Apex, North Carolina 27502
Phone (919) 249-3303 Fax (919) 249-3305
E-mail: donna.hosch@apexnc.org

PUBLIC NOTICE

Town of Apex Fiscal Year 2020-2021 Budget Hearing

The public will take notice that the Apex Town Council will hold a Public Hearing concerning the proposed FY 2020-2021 Annual Budget on Tuesday, May 19, 2020 at 6:00 p.m. in the Council Chamber at Apex Town Hall, 73 Hunter Street. A copy of the proposed Budget is available for public inspection on the Town's website at www.apexnc.org/budget or in the Town Clerk's Office. Citizens are invited to attend this Public Hearing and provide written or oral comments. Comments can be submitted through email, voicemail, or online form. Visit www.apexnc.org/remote for details. The proposed Budget is summarized as follows:

General Fund	\$ 71,936,100
Electric Fund	\$ 44,067,300
Water/Sewer Fund	\$ 22,786,800
Other/Special Funds	\$ 11,713,800
TOTAL	\$ 150,504,000

The proposed Budget as presented does not include a change in the ad valorem tax rate of \$0.38 per \$100 valuation. There are proposed changes to the electric, sewer, vehicle license fee, and solid waste rates.

Included in the Annual Budget will be information regarding the appropriation of funds for economic development purposes designed to increase employment opportunities and add value to the tax base for the Town of Apex through industry recruitment, retention, and other support activities. Pursuant to NCGS 158-7.1, notice is hereby given that said information will be a part of the Annual Budget Public Hearing of the Apex Town Council for the purpose of soliciting comments relative to the following monetary appropriations for economic development purposes:

Economic Development:

Personnel Salaries, Expenses and Benefits:	\$377,200
Operations, Training, Supplies and Equipment:	\$81,200
Professional Services - Potential site development:	\$35,000
Economic Incentives	\$17,400
Co-Working Space (lease and utility charges):	\$25,800
Think Apex - Initiative to promote local spending and awareness:	\$2,500
Cash Corporate Site Property Purchase(CIP)*	\$750,000
TOTAL	\$1,289,100

**This project is funded with a transfer from the General Fund to the General Capital Projects Fund.*

Donna B. Hosch, Town Clerk

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: May 5, 2020

Item Details

Presenter(s): Michael Deaton, Water Resources Director

Department(s): Water Resources

Requested Motion

Motion to award a sewer main construction contract to Carolina Civilworks, Inc and authorization for the Town Manager to execute the contract on behalf of the Town.

Approval Recommended?

Yes

Item Details

The town received five bids for the Beaver Creek Sanitary Sewer (Kelly Road to Ashley Downs) Project on March 12, 2020. Carolina Civilworks, Inc. of Raleigh, North Carolina, was the low bidder with a total bid price of \$1,207,261.66.

The Town's Water Resources Department recommends awarding the contract to Carolina Civilworks, Inc.

Attachments

- Recommendation of Award
- Certified Bid Tab
- Notice of Award
- Bid Package
- Agreement





March 17, 2020

Jamie Gregg, PE
Town of Apex Water Resources
105-B Upchurch Street
Apex, NC 27502

**RE: *Evaluation for Low Responsive and Responsible Bid Proposal
Beaver Creek Sanitary Sewer (Kelly Road to Ashley Downs)***

Dear Mr. Gregg,

In accordance with the Town of Apex's request, we have reviewed the proposal from Carolina Civilworks, Inc. for completeness and have determined it to be responsive with no apparent shortcomings or omissions. Based on the information in the proposal and the Certified Bid Tabulation, it appears that Carolina Civilworks, Inc. is currently the low responsive and responsible bidder for this project with a Bid amount of \$1,207,261.66.

This letter is based solely on the information provided in the proposal and is not a recommendation nor a guarantee of their performance on this project.

Please advise if you have any questions. I can be reached at 919-653-6625.

Sincerely,

A handwritten signature in blue ink that reads "Nolan D. Raney".

Nolan Raney, P.E.
Project Manager

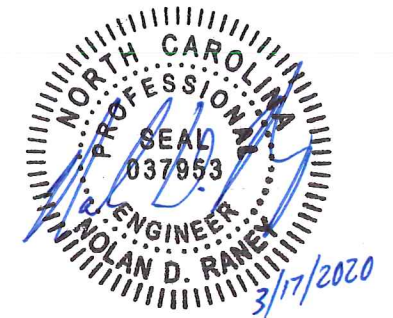
Pay Item No.	Description	Unit	Est'd Quantity	Carolina Civilworks Inc.		BridgePoint Civil		J.F. Wilkerson Construction Co. Inc.		Moffat Pipe Inc.		Kiewit	
				Unit Bid Price	Extended Total	Unit Bid Price	Extended Total	Unit Bid Price	Extended Total	Unit Bid Price	Extended Total	Unit Bid Price	Extended Total
				TOTAL BID = \$ 1,207,261.66		TOTAL BID = \$ 1,328,777.25		TOTAL BID = \$ 1,867,072.00		TOTAL BID = \$ 1,966,949.50		TOTAL BID = \$ 2,985,399.60	
1	Mobilization (max. 3% of Total Bid)	LS	1	\$ 32,872.33	\$ 32,872.33	\$ 32,321.00	\$ 32,321.00	\$ 52,500.00	\$ 52,500.00	\$ 59,000.00	\$ 59,000.00	\$ 89,500.00	\$ 89,500.00
2	Traffic Control	LS	1	\$ 2,134.18	\$ 2,134.18	\$ 25,794.00	\$ 25,794.00	\$ 11,000.00	\$ 11,000.00	\$ 10,000.00	\$ 10,000.00	\$ 30,000.00	\$ 30,000.00
3	Clearing and Grubbing	LS	1	\$ 42,421.01	\$ 42,421.01	\$ 31,088.00	\$ 31,088.00	\$ 49,000.00	\$ 49,000.00	\$ 250,000.00	\$ 250,000.00	\$ 300,000.00	\$ 300,000.00
A. Sanitary Sewer Replacements													
4	30" DI Sanitary Sewer, Depth 0' - 10'	LF	1225	\$ 232.81	\$ 285,192.25	\$ 225.00	\$ 275,625.00	\$ 310.00	\$ 379,750.00	\$ 293.00	\$ 358,925.00	\$ 700.00	\$ 857,500.00
5	30" DI Sanitary Sewer, Depth 10' - 12'	LF	80	\$ 240.12	\$ 19,209.60	\$ 233.00	\$ 18,640.00	\$ 320.00	\$ 25,600.00	\$ 295.00	\$ 23,600.00	\$ 700.00	\$ 56,000.00
6	30" DI Sanitary Sewer, Depth 12' - 14'	LF	55	\$ 244.62	\$ 13,454.10	\$ 241.00	\$ 13,255.00	\$ 340.00	\$ 18,700.00	\$ 305.00	\$ 16,775.00	\$ 700.00	\$ 38,500.00
7	30" DI Sanitary Sewer, Depth 14' - 16'	LF	65	\$ 254.75	\$ 16,558.75	\$ 250.00	\$ 16,250.00	\$ 360.00	\$ 23,400.00	\$ 315.00	\$ 20,475.00	\$ 700.00	\$ 45,500.00
8	30" DI Sanitary Sewer, Depth 16' - 18'	LF	95	\$ 265.71	\$ 25,242.45	\$ 269.00	\$ 25,555.00	\$ 390.00	\$ 37,050.00	\$ 360.00	\$ 34,200.00	\$ 700.00	\$ 66,500.00
9	30" DI Sanitary Sewer, Depth 18' - 21'	LF	130	\$ 320.55	\$ 41,671.50	\$ 307.00	\$ 39,910.00	\$ 430.00	\$ 55,900.00	\$ 410.00	\$ 53,300.00	\$ 700.00	\$ 91,000.00
10	6' Dia. Manholes, Depth 0' - 10'	EA	1	\$ 7,720.79	\$ 7,720.79	\$ 10,625.00	\$ 10,625.00	\$ 18,000.00	\$ 18,000.00	\$ 15,000.00	\$ 15,000.00	\$ 23,000.00	\$ 23,000.00
11	6' Dia. Manholes, Depth 10' - 14'	EA	4	\$ 10,696.10	\$ 42,784.40	\$ 12,532.00	\$ 50,128.00	\$ 21,000.00	\$ 84,000.00	\$ 25,000.00	\$ 100,000.00	\$ 26,000.00	\$ 104,000.00
12	6' Dia. Manholes, Depth 14' - 21'	EA	2	\$ 16,958.34	\$ 33,916.68	\$ 15,769.00	\$ 31,538.00	\$ 30,000.00	\$ 60,000.00	\$ 35,000.00	\$ 70,000.00	\$ 35,000.00	\$ 70,000.00
13	Hydrostatic Testing of Gravity Sewer	EA	7	\$ 1,595.61	\$ 11,169.27	\$ 1,013.00	\$ 7,091.00	\$ 4,200.00	\$ 29,400.00	\$ 600.00	\$ 4,200.00	\$ 2,000.00	\$ 14,000.00
14	Bypass Pumping	LS	1	\$ 33,951.27	\$ 33,951.27	\$ 34,328.00	\$ 34,328.00	\$ 42,000.00	\$ 42,000.00	\$ 150,000.00	\$ 150,000.00	\$ 85,000.00	\$ 85,000.00
15	Tie into Existing Manhole	EA	1	\$ 5,487.98	\$ 5,487.98	\$ 15,519.00	\$ 15,519.00	\$ 9,500.00	\$ 9,500.00	\$ 7,500.00	\$ 7,500.00	\$ 20,000.00	\$ 20,000.00
16	Concrete Anti-Seepage Collars	EA	4	\$ 2,326.95	\$ 9,307.80	\$ 1,393.00	\$ 5,572.00	\$ 2,700.00	\$ 10,800.00	\$ 3,500.00	\$ 14,000.00	\$ 560.00	\$ 2,240.00
17	Manhole Vent	EA	2	\$ 4,257.23	\$ 8,514.46	\$ 2,059.00	\$ 4,118.00	\$ 1,800.00	\$ 3,600.00	\$ 2,500.00	\$ 5,000.00	\$ 1,971.00	\$ 3,942.00
18	Breakdown and Fill Existing Manhole	EA	4	\$ 2,761.24	\$ 11,044.96	\$ 2,864.00	\$ 11,456.00	\$ 2,700.00	\$ 10,800.00	\$ 3,500.00	\$ 14,000.00	\$ 3,620.00	\$ 14,480.00
19	Plug Existing Sewer Lines	EA	10	\$ 2,052.81	\$ 20,528.10	\$ 463.00	\$ 4,630.00	\$ 2,700.00	\$ 27,000.00	\$ 3,500.00	\$ 35,000.00	\$ 2,590.00	\$ 25,900.00
19A	Abandon 24" Sanitary Sewer with Flowable Fill	LF	400	\$ 45.69	\$ 18,276.00	\$ 46.00	\$ 18,400.00	\$ 46.00	\$ 18,400.00	\$ 52.00	\$ 20,800.00	\$ 29.00	\$ 11,600.00
20	Temporary Stream Crossing	EA	2	\$ 5,041.66	\$ 10,083.32	\$ 14,598.00	\$ 29,196.00	\$ 7,100.00	\$ 14,200.00	\$ 6,000.00	\$ 12,000.00	\$ 10,700.00	\$ 21,400.00
21	Stone Construction Entrance	EA	1	\$ 3,674.12	\$ 3,674.12	\$ 4,181.00	\$ 4,181.00	\$ 5,100.00	\$ 5,100.00	\$ 3,500.00	\$ 3,500.00	\$ 4,700.00	\$ 4,700.00
22	Combo Silt/Tree Protection Fence	LF	7290	\$ 4.15	\$ 30,253.50	\$ 8.00	\$ 58,320.00	\$ 3.00	\$ 21,870.00	\$ 2.50	\$ 18,225.00	\$ 2.20	\$ 16,038.00
23	Stone Filter	EA	26	\$ 129.99	\$ 3,379.74	\$ 147.00	\$ 3,822.00	\$ 140.00	\$ 3,640.00	\$ 135.00	\$ 3,510.00	\$ 965.00	\$ 25,090.00
24	Rock Silt Check Dam	EA	2	\$ 1,223.39	\$ 2,446.78	\$ 247.00	\$ 494.00	\$ 310.00	\$ 620.00	\$ 300.00	\$ 600.00	\$ 985.00	\$ 1,970.00
25	Silt Bag	EA	6	\$ 440.85	\$ 2,645.10	\$ 658.00	\$ 3,948.00	\$ 3,100.00	\$ 18,600.00	\$ 130.00	\$ 780.00	\$ 1,117.00	\$ 6,702.00
26	Concrete Washout	EA	1	\$ 1,869.76	\$ 1,869.76	\$ 1,446.00	\$ 1,446.00	\$ 1,500.00	\$ 1,500.00	\$ 650.00	\$ 650.00	\$ 1,350.00	\$ 1,350.00
27	Type 1 Ditch / Slope Liner	LF	200	\$ 7.34	\$ 1,468.00	\$ 5.00	\$ 1,000.00	\$ 3.00	\$ 600.00	\$ 4.00	\$ 800.00	\$ 16.00	\$ 3,200.00
28A	Rock Excavation by Mechanical Method (Min. \$100/CY)	CY	860	\$ 50.00	\$ 43,000.00	\$ 100.00	\$ 86,000.00	\$ 230.00	\$ 197,800.00	\$ 100.00	\$ 86,000.00	\$ 193.00	\$ 165,980.00
28B	Rock Excavation (Min. \$40/CY)	CY	860	\$ 40.00	\$ 34,400.00	\$ 40.00	\$ 34,400.00	\$ 40.00	\$ 34,400.00	\$ 40.00	\$ 34,400.00	\$ 161.00	\$ 138,460.00
29	Foundation Stone (Min. \$25/CY)	CY	1970	\$ 53.73	\$ 105,848.10	\$ 38.00	\$ 74,860.00	\$ 83.00	\$ 163,510.00	\$ 64.00	\$ 126,080.00	\$ 98.00	\$ 193,060.00
30	Select Fill	CY	2040	\$ 27.33	\$ 55,753.20	\$ 40.00	\$ 81,600.00	\$ 44.00	\$ 89,760.00	\$ 64.00	\$ 130,560.00	\$ 66.00	\$ 134,640.00
31	Clean Up and Seeding (Min. 15% of Item 4-9)	LS	1	\$ 65,805.76	\$ 65,805.76	\$ 58,385.25	\$ 58,385.25	\$ 81,060.00	\$ 81,060.00	\$ 85,000.00	\$ 85,000.00	\$ 175,000.00	\$ 175,000.00
32	Allowance for 3rd Party Materials Testing	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
B. Greenway													
33	Grading - G1A Sta. 10+00 to 13+98.15	LS	1	\$ 22,527.47	\$ 22,527.47	\$ 101,564.00	\$ 101,564.00	\$ 48,000.00	\$ 48,000.00	\$ 44,000.00	\$ 44,000.00	\$ 10,000.00	\$ 10,000.00
34	Undercut Excavation	CY	330	\$ 61.51	\$ 20,298.30	\$ 24.00	\$ 7,920.00	\$ 72.00	\$ 23,760.00	\$ 72.00	\$ 23,760.00	\$ 64.00	\$ 21,120.00
35	Geotextile for Soil Stabilization	SY	900	\$ 8.42	\$ 7,578.00	\$ 7.00	\$ 6,300.00	\$ 3.00	\$ 2,700.00	\$ 1.25	\$ 1,125.00	\$ 1.20	\$ 1,080.00
36	18" RC Pipe Culverts, Class IV	LF	88	\$ 46.61	\$ 4,101.68	\$ 56.00	\$ 4,928.00	\$ 70.00	\$ 6,160.00	\$ 75.00	\$ 6,600.00	\$ 64.00	\$ 5,632.00
37	18" Pipe End Section	EA	2	\$ 1,283.75	\$ 2,567.50	\$ 420.00	\$ 840.00	\$ 1,300.00	\$ 2,600.00	\$ 1,900.00	\$ 3,800.00	\$ 848.00	\$ 1,696.00
38	Aggregate Base Course	TON	260	\$ 105.72	\$ 27,487.20	\$ 30.00	\$ 7,800.00	\$ 46.00	\$ 11,960.00	\$ 90.00	\$ 23,400.00	\$ 73.00	\$ 18,980.00
39	Granite Screenings	TON	25	\$ 28.87	\$ 721.75	\$ 39.00	\$ 975.00	\$ 68.00	\$ 1,700.00	\$ 80.00	\$ 2,000.00	\$ 62.00	\$ 1,550.00
40	4" Reinforced Sidewalk	SY	720	\$ 50.94	\$ 36,676.80	\$ 77.00	\$ 55,440.00	\$ 180.00	\$ 129,600.00	\$ 95.00	\$ 68,400.00	\$ 75.00	\$ 54,000.00
41	Existing Greenway Removal	SY	460	\$ 20.79	\$ 9,563.40	\$ 20.00	\$ 9,200.00	\$ 34.00	\$ 15,640.00	\$ 11.00	\$ 5,060.00	\$ 18.00	\$ 8,280.00
42	Class B Rip Rap	TON	8	\$ 126.56	\$ 1,012.48	\$ 53.00	\$ 424.00	\$ 250.00	\$ 2,000.00	\$ 200.00	\$ 1,600.00	\$ 93.00	\$ 744.00
43	Geotextile for Drainage	SY	18	\$ 64.31	\$ 1,157.58	\$ 12.00	\$ 216.00	\$ 3.00	\$ 54.00	\$ 25.00	\$ 450.00	\$ 3.20	\$ 57.60
44	Rock Silt Check Dam	EA	6	\$ 1,353.46	\$ 8,120.76	\$ 247.00	\$ 1,482.00	\$ 310.00	\$ 1,860.00	\$ 320.00	\$ 1,920.00	\$ 862.00	\$ 5,172.00
45	Stone Filter Inlet Protection	EA	1	\$ 1,859.34	\$ 1,859.34	\$ 147.00	\$ 147.00	\$ 310.00	\$ 310.00	\$ 125.00	\$ 125.00	\$ 51.00	\$ 51.00
46	Woven Ditch Liner	LF	129	\$ 4.90	\$ 632.10	\$ 8.00	\$ 1,032.00	\$ 9.00	\$ 1,161.00	\$ 2.50	\$ 322.50	\$ 1.50	\$ 193.50
47	Jute Ditch Liner	LF	169	\$ 5.16	\$ 872.04	\$ 6.00	\$ 1,014.00	\$ 3.00	\$ 507.00	\$ 3.00	\$ 507.00	\$ 3.50	\$ 591.50

CERTIFICATION:
 THE BIDS TABULATED HEREIN WERE OPENED AND READ ALOUD AT 2:00 P.M., LOCAL TIME ON MARCH 12, 2020 IN THE TOWN OF APEX WATER RESOURCES DEPARTMENT, 105-B UPCHURCH STREET, APEX NC 27502. THE BID TABULATION IS CORRECT IN THAT IT CONTAINS THE UNIT PRICES AS PRESENTED ON THE ORIGINAL BID PROPOSAL OF EACH BIDDER. THE BIDS ARE STILL BEING EVALUATED BY THE TOWN OF APEX.

ARITHMETIC CORRECTION REQUIRED
 REVISED TO MEET MINIMUM PRICE REQUIREMENT



Nolan Raney, P.E.
 Project Manager
 March 17, 2020



NOTICE OF AWARD

Date of Issuance:

Owner: Town of Apex

Owner's Contract No.:

Engineer: Kimley-Horn

Engineer's Project No.:

Project: Beaver Creek Sanitary Sewer (Kelly Road to Ashley Downs)

Contract Name:

Bidder: Carolina Civilworks, Inc.

Bidder's Address: 3511 US-70, Durham, NC 27703

TO BIDDER:

You are notified that Owner has accepted your Bid dated March 12, 2020 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Beaver Creek Sanitary Sewer (Kelly Road to Ashley Downs)

The Contract Price of the awarded Contract is: \$1,207,261.66.

[4] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically. *[revise if multiple copies accompany the Notice of Award]*

a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner [4] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security *[e.g., performance and payment bonds]* and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): None

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: Town of Apex

Authorized Signature

By: Drew Havens

Title: Town Manager

Copy: Engineer

Acceptance of Notice

Receipt of the above Notice of Award is hereby acknowledged by _____

this the _____ day of _____, 20__.

By: _____ Title: _____

BIDDER'S CHECKLIST

This checklist shall be included as the first page of the submitted bidding documents. As outlined in article 7 of the Bid Form the following items shall be included with the submitted bidding documents:

X	-	Properly Executed Bid Form (Including the acknowledgement of all Addenda)
X	A.	Required Bid security in the form of a Bid Bond (EJCDC No. C-430) or Certified Check (circle type of security provided); Bid Bond shall include an executed Power of Attorney.
X	B1.	Identification of Minority Business Participation
X	B2.	Affidavit A, Listing of Good Faith Efforts; or Affidavit B, Intent to Perform Contract with Own Workforce
X	C.	Bidder's Qualifications Statement

BID FORMProject: Beaver Creek Sanitary Sewer (Kelly Road to Ashley Downs)Bid From: Carolina Civilworks Inc.**TABLE OF CONTENTS**

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

**TOWN OF APEX
P.O. BOX 250, 73 HUNTER STREET
APEX, NC 27502-0250**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>1</u>	<u>2/20/20</u>
<u>2</u>	<u>3/6/20</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related

reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.
- K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Mobilization (max. 3% of Total Bid)	LS	1	32872.33	32872.33
2	Traffic Control	LS	1	2134.18	2134.18
3	Clearing and Grubbing	LS	1	42421.01	42421.01
A. Sanitary Sewer Replacements					
4	30" DI Sanitary Sewer, Depth 0' – 10'	LF	1,225	232.81	285192.25
5	30" DI Sanitary Sewer, Depth 10' – 12'	LF	80	240.12	19209.60
6	30" DI Sanitary Sewer, Depth 12' – 14'	LF	55	244.62	13454.10
7	30" DI Sanitary Sewer, Depth 14' – 16'	LF	65	254.75	16558.75
8	30" DI Sanitary Sewer, Depth 16' – 18'	LF	95	265.71	25242.45
9	30" DI Sanitary Sewer, Depth 18' – 21'	LF	130	320.55	41671.50
10	6' Dia. Manholes, Depth 0' – 10'	EA	1	7720.79	7720.79
11	6' Dia. Manholes, Depth 10' – 14'	EA	4	10696.10	42784.40
12	6' Dia. Manholes, Depth 14' – 21'	EA	2	16958.34	33916.68
13	Hydrostatic Testing of Gravity Sewer	EA	7	1595.61	11169.27
14	Bypass Pumping	LS	1	33951.27	33951.27
15	Tie into Existing Manhole	EA	1	5487.98	5487.98
16	Concrete Anti-Seepage Collars	EA	4	2326.95	9307.80
17	Manhole Vent	EA	2	4257.23	8514.46
18	Breakdown and Fill Existing Manhole	EA	4	2761.24	11044.96
19	Plug Existing Sewer Lines	EA	10	2052.81	20528.10
19A	Abandon 24" Sanitary Sewer with Flowable Fill	LF	400	45.69	18276.00
20	Temporary Stream Crossing	EA	2	5041.66	10083.32
21	Stone Construction Entrance	EA	1	3674.12	3674.12
22	Combo Silt/Tree Protection Fence	LF	7,290	4.15	30253.50
23	Stone Filter	EA	26	129.99	3379.74
24	Rock Silt Check Dam	EA	2	1223.39	2446.78
25	Silt Bag	EA	6	440.85	2645.10

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
26	Concrete Washout	EA	1	1869.76	1869.76
27	Type 1 Ditch / Slope Liner	LF	200	7.34	1468.00
28A	Rock Excavation by Mechanical Method (Min. \$100/CY)	CY	860	50.00	43,000.00
28B	Rock Excavation (Min. \$40/CY)	CY	860	40.00	34,400.00
29	Foundation Stone (Min. \$25/CY)	CY	1,970	53.73	105,848.10
30	Select Fill	CY	2,040	27.33	55,753.20
31	Clean Up and Seeding (Min. 15% of Item 4-9)	LS	1	65805.76	65805.76
32	Allowance for 3 rd Party Materials Testing	LS	1	\$20,000	\$20,000.00
B. Greenway					
33	Grading - G1A Sta. 10+00 to 13+98.15	LS	1	22527.47	22527.47
34	Undercut Excavation	CY	330	61.51	20298.30
35	Geotextile for Soil Stabilization	SY	900	8.42	7578.00
36	18" RC Pipe Culverts, Class IV	LF	88	46.61	4101.68
37	18" Pipe End Section	EA	2	1283.75	2567.50
38	Aggregate Base Course	TON	260	105.72	27487.20
39	Granite Screenings	TON	25	28.87	721.75
40	4" Reinforced Sidewalk	SY	720	50.94	36676.80
41	Existing Greenway Removal	SY	460	20.79	9563.40
42	Class B Rip Rap	TON	8	126.56	1012.48
43	Geotextile for Drainage	SY	18	64.31	1157.58
44	Rock Silt Check Dam	EA	6	1353.46	8120.76
45	Stone Filter Inlet Protection	EA	1	1859.34	1859.34
46	Woven Ditch Liner	LF	129	4.90	632.10
47	Jute Ditch Liner	LF	169	5.16	872.04
Total of All Unit Price Bid Items					\$1,207,261.66

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Total of Lump Sum and Unit Price Bids = Total Bid Price \$ 1,207,261.66

Time of Completion

- 5.02 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 5.03 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 6 – ATTACHMENTS TO THIS BID

- 6.01 The following documents are submitted with and made a condition of this Bid. Failure to provide the documentation with the bid may be grounds for rejection of the bid.:
- A. Required Bid security in the form of a Bid Bond (EJCDC No. C-430) or Certified Check (circle type of security provided).
 - B. In accordance with GS 143-128.2(c), Bidder shall identify on its bid the minority businesses that it will use on the project and the total dollar value of the bid that will be performed by the minority businesses and list the good faith efforts (Affidavit A) made to solicit participation. A Bidder that will perform all of the work with its own workforce may submit an Affidavit (B) to that effect in lieu of the affidavit (A) required above.
 - 1. Identification of Minority Business Participation.
 - 2. Affidavit A, Listing of Good Faith Efforts; or Affidavit B, Intent to Perform Contract with Own Workforce.
 - C. Submit the Bidder's Checklist as provided in the bidding documents with the bid submittal. The Checklist shall be completed and included as the first page of the submittal.
 - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - E. Contractor's License No.: 74658 [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - F. Required Bidder Qualification Statement with supporting data;
- 6.02 After the bid opening the Owner will consider all bids and alternates and determine the lowest responsible, responsive bidder. Upon notification of being the apparent low Bidder, the Bidder shall then file within 72 hours of the notification of being the apparent lowest bidder, the following:
- A. An Affidavit (C) that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is equal to or more than the goal established by the Owner and indicated in the Instruction to Bidders, paragraph Minority Participation Goals. This affidavit shall give rise to the presumption that the bidder has made the required good faith effort; or
 - B. Affidavit (D) of its good faith effort to meet the goal. The document must include evidence of all good faith efforts that were implemented, including any advertisements, solicitations and other specific actions demonstrating recruitment and selection of minority businesses for participation in the contract.
- 6.03 Bidder understands that if this Bid is accepted by the Owner, Bidder shall not substitute for the subcontractors named in the Bid Documents except as allowed in the Supplementary Conditions.

ARTICLE 7 – DEFINED TERMS

7.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 8 – BID SUBMITTAL

Contractor's License

- A. Number: 74658
- B. Classification: Unclassified
- C. Limitation: Unlimited

Employer's Tax ID No.: 47-1232006

BIDDER: [Indicate correct name of bidding entity]

Carolina Civilworks Inc.

Telephone Number: 919-598-9850

Fax Number: 919-598-9912

Contact Name and e-mail address: Chad Green

cgreen@carolinacivilworks Inc.

This Bid Submitted by:

An Individual

Name: _____
(Type or print)

By: _____
(Individual's Signature)

Doing Business As: _____
(Type or print)

A Partnership

Partnership Name: _____

The Organization and Internal Affairs of the Partnership are governed by the laws of the State of: _____

By: _____
(Signature of general partner, attach evidence of authority to sign)

Name: _____
(Type or print)

Title: _____
(Type or print)

Attest: _____
(Signature of Corporate Secretary)

A Corporation

Corporation Name: Carolina Civilworks Inc.

State of Incorporation: North Carolina

Type (General Business, Profession, Service, Limited Liability):
General Business

By: _____
(Signature, attach evidence of authority to sign)

Name: Chad Green
(Type or print)

Title: President
(Type or print)

Attest: _____
(Signature of Corporate Secretary)



Corporate Seal

Date of Qualification to do business in North Carolina is 7/8/2014

Limited Liability Company – LLC

Name of LLC: _____

Name of State under whose Laws the Limited Liability Company was formed: _____

By: _____
(Signature of Manager)

Name: _____
(Type or print)

Title: _____
(Type or print)

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):
Carolina Civilworks Inc.
PO Box 80337
Raleigh, NC 27623-0337

SURETY (Name, and Address of Principal Place of Business):
Frankenmuth Mutual Insurance Co.
1 Mutual Ave
Frankenmuth, MI 48787

OWNER (Name and Address):
Town of Apex
P.O. Box 250, 73 Hunter Street
Apex, NC 27502-0250

BID
Bid Due Date: March 12, 2020
Description (Project Name— Include Location): Beaver Creek Sanitary Sewer

BOND
Bond Number: N/A
Date: March 9, 2020
Penal sum 5% of the bid amount \$ 5% of the bid amount
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER Carolina Civilworks Inc. (Seal) **SURETY** Frankenmuth Mutual Insurance Co. (Seal)
Bidder's Name and Corporate Seal Surety's Name and Corporate Seal

By: [Signature]
Signature
Chad Green
Print Name
President
Title

By: [Signature]
Signature (Attach Power of Attorney)
Martha P. Aycock
Print Name
Attorney-In-Fact
Title

Attest: [Signature]
Signature
Corp. Secretary
Title

Attest: [Signature]
Signature
Customer Service Representative
Title

Note: Addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

PAGE FOR ATTACHING
POWER OF ATTORNEY
(Bid Bond)

FRANKENMUTH MUTUAL INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Frankenmuth Mutual Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the State of Michigan, having its principal office at 1 Mutual Avenue, Frankenmuth, Michigan 48787, does hereby nominate, constitute and appoint:

Gretchen A. Hill, J.A. Parrott, Jr., James H. Parrott, Keith R. Hayes, Martha P. Aycock

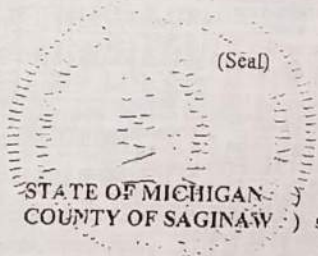
Their true and lawful attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal, acknowledge and deliver any and all bonds, contracts and undertakings of suretyship, with the exception of Financial Guaranty Insurance, provided, however, that the penal sum of any one such instrument shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000)

This Power of Attorney is granted pursuant to the following Resolution duly adopted at a meeting of the Board of Directors of Frankenmuth Mutual Insurance Company:

"RESOLVED, that the President, Senior Vice President or Vice President and each of them under their respective designations, hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer of the Company, qualifying the attorney(s) named in the given power of attorney, to execute on behalf of, and acknowledge as the act and deed of Frankenmuth Mutual Insurance Company on all bonds, contracts and undertakings of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 10th day of September, 2018.



Frankenmuth Mutual Insurance Company
By [Signature]
Frederick A. Edmond, Jr.,
President and Chief Operating Officer

Sworn to before me, a Notary Public in the State of Michigan, by Frederick A. Edmond, Jr., to me personally known to be the individual and officer described in, and who executed the preceding instrument, deposed and said the Corporate Seal and his signature as Officer were affixed and subscribed to said instrument by the authority of the Company.

IN TESTIMONY WHEREOF, I have set my hand, and affixed my Official Seal this 10th day of September, 2018.

[Signature] (Seal)
Dianne L. Voss, Notary Public
Saginaw County, State of Michigan
My Commission Expires July 23, 2024

I, the undersigned, Vice President of Frankenmuth Mutual Insurance Company, do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and is in full force and effect as of this date.

IN WITNESS WHEREOF, I have set my hand and affixed the Seal of the Company, this 9th day of March, 2020.

[Signature]
Andrew H. Knudsen, Vice President

ALL CORRESPONDENCE RELATED TO BOND VALIDATION AND/OR A CLAIM SHOULD BE DIRECTED TO THE DIRECTOR OF SURETY, 701 US ROUTE ONE, SUITE 1, YARMOUTH, ME 04096



00398838

SECURITY FEATURES:

- | | |
|---------------------------------|---|
| Hologram | • Multi-dimensional foil seal fused to stock. Cannot be photocopied. |
| Visible Fibers | • Fibers randomly embedded in the paper can be seen with the naked eye. |
| Invisible Fibers | • Fibers in paper visible under ultraviolet light. |
| Chemical Sensitive Paper | • Stains or discoloration on this document may indicate alteration attempt. |
| Microprinting | • Small type on document appears as dotted line when copied. |
| True Watermark | • Hold document to a light source to view. Cannot be copied. |
| Heat Sensitive Ink | • Hold image between thumb and forefinger or breathe on it. The image will fade and reappear. |
| VOID Technology | • When photocopied, the word "VOID" appears prominently across the face of the document. |

License Year

2020

License No.

74658

North Carolina

Licensing Board for General Contractors

This is to Certify That:

Carolina Civilworks Inc.
Raleigh, NC

is duly registered and entitled to practice

General Contracting

Limitation: Unlimited
Classification: Unclassified

until

December 31, 2020

when this Certificate expires.

Witness our hands and seal of the Board.

Dated, Raleigh, N.C.

January 1, 2020

This certificate may not be altered.



J. P. [Signature]

Chairman

C. Hank Wiener

Secretary-Treasurer

Identification of Minority Business Participation

I, Carolina Civilworks Inc.
(Name of Bidder)

do hereby certify that on this project, we will use the following minority business enterprises as construction subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Address and Phone #	Work type	*Minority Category

*Minority categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I), Female (F) Socially and Economically Disadvantaged (D)

The total value of minority business contracting will be (\$) 0.00.

State of North Carolina AFFIDAVIT A - Listing of Good Faith Efforts

County of Wake

Affidavit of Carolina Civilworks Inc. (Name of Bidder)

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

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

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

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

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

Date: 3/12/20 Name of Authorized Officer: Chad Green
 Signature: [Signature]
 Title: President



State of North Carolina, County of Wake
 Subscribed and sworn to before me this 12th day of March 2020
 Notary Public [Signature]
 My commission expires 11/15/24

State of North Carolina --AFFIDAVIT B-- Intent to Perform Contract with Own Workforce.

County of _____

Affidavit of _____
(Name of Bidder)

In lieu of compliance with the Owner's Minority Business Participation Goals, I hereby certify that it is our intent to perform 100% of the work required for the _____ contract.
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

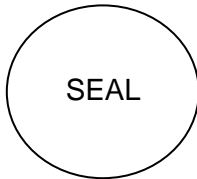
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of North Carolina, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

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

THIS AGREEMENT is by and between Town of Apex (“Owner”) and
_____ (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

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

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Installation of approximately 1,650 LF of 30” sanitary sewer, 384 LF of greenway, and all associated work.

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by Kimley-Horn.

3.02 The Owner has retained Kimley-Horn (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work will be substantially completed within 120 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 150 days after the date when the Contract Times commence to run.

B. Parts of the Work shall be substantially completed on or before the following Milestone(s):

1. Milestone 1 [event & date/days]

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the

delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

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

ARTICLE 5 – CONTRACT PRICE

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

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

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

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

6.03 *Final Payment*

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

ARTICLE 7 – INTEREST

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

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

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

construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

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

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 7, inclusive).
 - 2. Performance bond (pages 1 to 3, inclusive).
 - 3. Payment bond (pages 1 to 3, inclusive).
 - 4. Power of Attorney (pages 1 to 1, inclusive).
 - 5. Certificate of Insurance (pages 1 to 1, inclusive).
 - 6. General Conditions (pages 1 to 65, inclusive).
 - 7. Supplementary Conditions (pages 1 to 22, inclusive).
 - 8. Specifications as listed in the table of contents of the Project Manual.
 - 9. Drawings (not attached but incorporated by reference) consisting of 20 sheets with each sheet bearing the following general title: Beaver Creek Sanitary Sewer (Kelly Road to Ashley Downs [or] the Drawings listed on the attached sheet index.
 - 10. Addenda (numbers ___ to ___, inclusive).
 - 11. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 6, inclusive), including E-Verify Affidavit.
 - b. Notice of Award (pages 1 to 1, inclusive).
 - c. Documentation submitted by Contractor prior to Notice of Award.
 - d. Affidavits.
 - 12. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

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

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

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

10.02 *Assignment of Contract*

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

10.03 *Successors and Assigns*

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

10.04 *Severability*

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

10.05 *Contractor's Certifications*

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

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

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

10.06 E-Verify

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

10.07 Iran Divestment Act Certification

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

10.08 Anti-Human Trafficking

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

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

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

OWNER:

CONTRACTOR:

Town of Apex _____

By: _____

By: _____

Title: _____

Title: _____

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

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

P.O. Box 250 _____

Apex, NC 27502-0250 _____

License No.: _____
(where applicable)

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

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

Vance Holloman, Finance Director

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: May 5, 2020

Item Details

Presenter(s): Adam Stephenson, Engineering Supervisor

Department(s): Public Works & Transportation Department

Requested Motion

Motion to approve Capital Project Ordinance Amendment No. 2020-14 appropriating an additional \$5,935 in funds for the Laura Duncan Multi Use Path project

Approval Recommended?

Yes

Item Details

Capital Project Ordinance Amendment No. 2020-14 appropriates funds to pay for cost overruns for the Laura Duncan Multi Use Path project. Construction on the project is complete.

The source of funding is interest earned on the cash balance in the Project Fund. Those earnings are currently deposited in the Project Fund.

Attachments

- Capital Project Ordinance Amendment No. 2020-14





Town of Apex

CAPITAL PROJECT ORDINANCE AMENDMENT 2020-14

63 - Street Improvements Project Fund

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

Section 1. The revenues anticipated for the projects are:

Interest Earnings	\$5,935
Total Revenues	\$5,935

Section 2. The expenditures anticipated are:

47646 - Laura Duncan Multiuse Path	\$5,935
Total Expenditures	\$5,935

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

Adopted this the 5th day of May, 2020.

Attest:

Jacques K. Gilbert, Mayor

Donna B. Hosch, Town Clerk

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: May 5, 2020

Item Details

Presenter(s): Marty D. Stone, Assistant Town Manager

Department(s): Administration

Requested Motion

Motion to approve resolution to authorize town manager or his designee to execute Right of Way Encroachment Agreements with North Carolina Department of Transportation.

Approval Recommended?

Yes

Item Details

The Town has a recurring need to enter into Right of Way Encroachment Agreements with the North Carolina Department of Transportation ("NC DOT") when Town of Apex utility facilities are located within or cross NC DOT rights of way. Water Resources staff reviews all encroachments concerning utilities for accuracy before having the agreement signed. The process would be more efficient if the agreements could be signed by either the town manager or his designee, which would result in better customer service for the development community.

Attachments

- Resolution to Authorize Town Manager to Execute ROW Encroachment Agreements with NCDOT



RESOLUTION NO. 20-0505-05
RESOLUTION AUTHORIZING TOWN MANAGER TO APPROVE AND EXECUTE
RIGHT OF WAY ENCROACHMENT AGREEMENTS WITH THE NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION ON BEHALF OF THE TOWN OF APEX

Council Member _____ moved, seconded by Council Member ,
_____ and the Town of Apex Town Council (the "Council") approved by a
vote of ____ to ____, that the following Resolution be adopted by the Council:

WHEREAS, Town Council is authorized to approve and execute contracts on behalf of the
Town of Apex pursuant to North Carolina law; and

WHEREAS, the Town Council may, by resolution, authorize Town officers and employees
to approve and execute certain agreements on behalf of the Town of Apex; and

WHEREAS, the Town has a recurring need to enter into Right of Way Encroachment
Agreements with the North Carolina Department of Transportation ("NC DOT") when Town of Apex
utility facilities are located within or cross NC DOT rights of way; and

WHEREAS, the Town Council deems it to be efficient and appropriate to authorize the Town
Manager or his designee to approve and execute such Right of Way Encroachment Agreements on
behalf of the Town.

NOW, THEREFORE, be it resolved by the Town Council of the Town of Apex as follows:

For the purpose stated above, the Town Manager or his designee is hereby authorized to
approve and execute Right of Way Encroachment Agreements with NC DOT to locate Town of Apex
utilities within or crossing NC DOT rights of way on behalf of the Town of Apex.

This Resolution is effective upon adoption.

This the 5th day of May 2020.

By: _____
Jacques K. Gilbert, Mayor

ATTEST:

Donna B. Hosch, Town Clerk, MMC, NCCMC

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PUBLIC HEARING

Meeting Date: May 5, 2020

Item Details

Presenter(s): Amanda Bunce, Current Planning Manager

Department(s): Planning and Community Development

Requested Motion

Public Hearing and possible motion regarding various amendments to the Unified Development Ordinance.

Approval Recommended?

The Planning and Community Development Department recommends approval.

The Planning Board heard these amendments at their March 9, 2020 meeting and unanimously recommended approval with the following exceptions:

1. For amendments to Sec. 2.1.2.B *Planning Board, Membership*, recommendation is to keep the Planning Board term length at three years and number of terms at three consecutive terms; and
2. For amendments to the multiple sections in Amendment #2, recommendation is for an up to \$50 per meeting reimbursement rather than compensation.

Item Details

This item was continued at the March 17, 2020 Town Council Meeting.

UDO Amendment Summary:

Requested by Planning Committee:

1. Amendments to Sec. 2.1.2.B *Planning Board, Membership* and Sec. 2.1.2.D *Quorum* in order to increase the number of members to nine (9), provide new criteria for the composition of the Board, add a non-voting member from the Apex Historical Society, reduce the length of term to two (2) years, increase the number of terms allowed to four (4), and remove the requirement for a public hearing when removing a Planning Board member.



2. Amendments to Secs. 2.1.2.I *Planning Board, Compensation*; 2.1.3.H *Board of Adjustment, Compensation*; and 2.1.4.I *Transit Advisory Committee, Compensation* and the addition of Secs. 2.1.5.C *Parks, Recreation, and Cultural Resources Advisory Commission, Compensation* and 2.1.9.C *Apex Environmental Advisory Board, Compensation* in order to add language to allow said bodies to receive compensation as authorized by Town Council in the annual budget.

Requested by Planning Staff:

3. Amendments to Sec. 4.2.2 *Use Table* and Sec. 4.4.5.F *Supplemental Standards, Commercial Uses, Public Accommodation* in order to permit the use "Hotel or motel" in the B1 Neighborhood Business zoning district and to amend the supplemental standards for the use.
4. Amendments to Sec. 7.1.7 *Substitution of Fees in Lieu of Public Improvements* in order to remove references to the Planning Board based on recent amendments to the subdivision process.

Attachments

- N/A



STAFF REPORT

Amendments to the Unified Development Ordinance

May 5, 2020 Town Council Meeting



Requested by the Planning Committee:

1. Amendments to Sec. 2.1.2.B *Planning Board, Membership* and Sec. 2.1.2.D *Quorum* in order to increase the number of members to nine (9), provide new criteria for the composition of the Board, add a non-voting member from the Apex Historical Society, reduce the length of terms to two (2) years, increase the number of terms allowed to four (4), and remove the requirement for a public hearing when removing a Planning Board member.

2.1.2 Planning Board

...

B) Membership

- 1) *Number.* The Planning Board shall consist of ~~eight~~ **nine (9) voting members and one (1) non-voting member.**
- 2) *Composition of the Members ~~between Town and ETJ.~~*
 - a) **Composition between Town and ETJ.** The composition of membership between the Town and ETJ shall be as follows:
 - ~~a)(i)~~ (i) The composition of the members shall reflect proportional representation between the Town's corporate limits and the ETJ.
 - ~~b)(ii)~~ (ii) ETJ membership shall be based on the proportionality of population between the Town and the ETJ. This shall be determined by estimating the total population in the ETJ as a percentage of the population in the Town's corporate limits and the ETJ and multiplying this percentage by ~~eight~~ **nine (9)** (the total required **voting** membership), rounding up to the next whole number. Members appointed from the ETJ shall be residents of the ETJ and citizens of Wake County.
 - ~~c)(iii)~~ (iii) The balance of the Planning Board's membership shall reside within the Town's corporate limits, **with the exception of the members referenced in Secs. 2.1.2.B.2.b and 2.1.2.B.2.c, whose residency requirements shall be determined by those Sections.**
 - ~~d)(iv)~~ (iv) Membership composition shall be adjusted to reflect changes in the population between the Town and the ETJ every ~~three~~ **two (2)** years.
 - ~~e)~~ All members of the Planning Board shall have voting power on all matters of business.

- b) One (1) member of the Planning Board shall reside outside the corporate limits and ETJ, but within the area covered by the Town's 2045 Land Use Map.
 - c) One (1) non-voting member of the Planning Board shall be a member of the Apex Historical Society and may reside either within or outside the Town's corporate limits. However, the Town Council is not authorizing the Planning Board to operate as a historic preservation commission pursuant to NCGS 160A-400.7.
 - d) All members of the Planning Board, except the non-voting member from the Apex Historical Society, shall have voting power on all matters of business.
- 3) *No elected official or Town employees.* No member of the Town Council or a Town employee shall serve on the Planning Board. To the greatest extent possible, a ~~majority~~ half of the membership on the Planning Board should consist of persons with special training or experience in planning, real estate and development, architecture, landscape architecture, and the law.
- 4) *Appointment.* Members shall be appointed as follows:
- a) Regular members of the Planning Board from the ETJ shall be appointed by the ~~Board of County Commissioners of Wake County~~ Board of Commissioners.
 - b) Regular members of the Planning Board from the Town shall be recommended by the ~~m~~Mayor and appointed by the Town Council.
 - c) The regular member of the Planning Board who resides outside the corporate limits and ETJ, but within the area covered by the Town's 2045 Land Use Map shall be recommended by the Mayor and appointed by the Town Council.
 - d) The non-voting member of the Planning Board shall be recommended by the Mayor and appointed by the Town Council.
- 5) ~~*Initial establishment Terms.* At the initial establishment of the Planning Board, three members shall be appointed for a term of three years, three members shall be appointed for a term of two years, and two members shall be appointed for a term of one year. Thereafter, new appointments~~ Members shall be appointed for terms of ~~three~~ two (2) years shall be made. No member of the Planning Board may serve more than ~~three~~ four (4) consecutive ~~three~~ two (2) year terms.
- 6) *Removal.* Any member of the Planning Board shall be removed for cause (neglect of duty, malfeasance, misconduct, or failure to faithfully attend meetings) by the Town Council upon written charge ~~and after a public hearing.~~

7) *Filling of vacancy.* Vacancies occurring for reasons other than expiration of terms shall be filled for the period of the unexpired term by the same method as the original appointment.

...

D) Quorum

No meeting of the Planning Board shall be called to order, nor may any business be transacted by the Planning Board, without a quorum consisting of the majority of the Planning Board's membership excluding vacant seats **and the non-voting member** being present.

...

2. Amendments to Secs. 2.1.2.I *Planning Board, Compensation*; 2.1.3.H *Board of Adjustment, Compensation*; and 2.1.4.I *Transit Advisory Committee, Compensation* and the addition of Secs. 2.1.5.C *Parks, Recreation, and Cultural Resources Advisory Commission, Compensation* and 2.1.9.C *Apex Environmental Advisory Board, Compensation* in order to add language to allow said bodies to receive compensation as authorized by Town Council in the annual budget.

2.1.2.I Planning Board, Compensation

The members of the Planning Board shall serve without compensation **as authorized by Town Council in the annual budget.**

2.1.3.H Board of Adjustment, Compensation

The members of the Board of Adjustment shall serve without compensation **as authorized by Town Council in the annual budget.**

2.1.4.I Transit Advisory Committee, Compensation

The members of the Transit Advisory Committee shall serve without compensation **as authorized by Town Council in the annual budget.**

2.1.5 Parks, Recreation, and Cultural Resources Advisory Commission

...

C) **Compensation**

The members of the Parks, Recreation, and Cultural Resources Advisory Commission shall serve with compensation as authorized by Town Council in the annual budget.

2.1.9.C Apex Environmental Advisory Board

...

C) **Compensation**

The members of the Apex Environmental Advisory Board shall serve with compensation as authorized by Town Council in the annual budget.

Requested by Planning Staff:

3. Amendments to Sec. 4.2.2 Use Table and Sec. 4.4.5.F Supplemental Standards, Commercial Uses, Public Accommodation in order to permit the use “Hotel or motel” in the B1 zoning district and to amend the supplemental standards for the use.

4.2.2 Use Table

Use Type	Definition Section	Zoning Districts																							Standards Section(s)
		Residential									Business						Planned Development			Other					
		R A	R R	L D	M D	H D S F	H D M F	M H	M H P	M O R R	O & I	B 1	B 2	P C	L I	T F	M E C	T N D	P U D	C B	S D	S T C			
Public Accommodation																									
Bed and breakfast	4.3.5.F.1	S	S						S	P		P	P				P	P				**	P*	4.4.5.F.1; 6.3	
Hotel or motel	4.3.5.F.2											P	P			P	P	P				**	P*	4.4.5.F.2; 6.3	

4.4.5 Supplemental Standards, Commercial Uses

...

F) Public Accommodation

...

2) Hotel or motel. A hotel or motel shall comply with the following standards:

- a) ~~The minimum lot area shall be one acre or the minimum required by the district, whichever is greater;~~
- b) ~~The minimum lot width shall be at least 100 feet or the minimum required by the district, whichever is greater; and~~
- c) ~~The number of sleeping units shall not exceed one per 1,000 square feet of lot area.~~

a) In the B1 and B2 districts the following standards shall apply:

- i. **No more than 75 guest rooms for lodging shall be provided.**
- ii. **Guest units shall be reached from an interior corridor.**

4. Amendments to Sec. 7.1.7 Substitution of Fees in Lieu of Public Improvements in order to remove references to the Planning Board based on recent amendments to the subdivision process.

7.1.7 Substitution of Fees in Lieu of Public Improvements

- A) Where, because of topographical features or other conditions peculiar to the site, strict adherence to the provisions of this ~~a~~Article requiring public improvements would cause an unnecessary hardship or provide an unwarranted or unrealistic result, the ~~Planning Board may recommend and the Town Council~~ **may** authorize that the reasonable cost of

such improvement if made be paid into the Town treasury in lieu of the improvement so long as same can be done without materially altering the intent of this ~~an~~Article; provided, however, the amount of such fee paid in substitution of the public improvement shall reasonably relate to the applicant's fair share of the cost of such public improvements as determined by the Public Works and Transportation Director and the Water Resources Director or some other professional engineer approved by the Town; and provided, further, that the Town Council may in its discretion, use said fee to construct some other public improvement calculated to be of significant benefit to the said property of the applicant either directly or indirectly. Any such ~~recommendation for substitution or~~ substitution authorized as aforesaid shall be recorded in the minutes of ~~both the Planning Board and~~ the Town Council with a statement of the reasoning justifying the substitution.

...

PLANNING STAFF RECOMMENDATION:

Planning staff recommends approval of the proposed UDO amendments.

PLANNING BOARD RECOMMENDATION:

The Planning Board heard these amendments at their March 9, 2020 meeting and unanimously recommended approval with the following exceptions:

1. For amendments to Sec. 2.1.2.B *Planning Board, Membership*, recommendation is to keep the Planning Board term length at three years and number of terms at three consecutive terms; and
2. For amendments to the multiple sections in Amendment #2, recommendation is for an up to \$50 per meeting reimbursement rather than compensation.

PLANNING BOARD REPORT TO TOWN COUNCIL

Unified Development Ordinance Amendments

March 9, 2020 Planning Board Meeting



Report Requirements:

Per NCGS 160A-387, all proposed amendments to the zoning ordinance or zoning map shall have a written report provided from the Planning Board to the Town Council within 30 days of referral of the amendment to the Planning Board, or the Town Council may proceed in its consideration of the amendment without the Planning Board report. Furthermore, in no case is the Town Council bound by the recommendations, if any, of the Planning Board.

Planning Board Recommendation:

Motion: Recommend approval with exception
of 2.1.2.B.5 Planning Board membership* and
Introduced by Planning Board member: Mark Steele Amendment #2 in
Seconded by Planning Board member: Reginald Skinner Staff report**

- Approval of the proposed UDO amendment(s)
- Approval of the proposed UDO amendment(s) with the following conditions:

* Recommendation is to keep the terms at
3 years and number of terms at 3
consecutive terms.

** Recommendation is for an up to \$50 per
meeting reimbursement rather than
compensation.

- Denial of the proposed UDO amendment(s)

With 6 Planning Board Member(s) voting "aye"

With 0 Planning Board Member(s) voting "no"

Reasons for dissenting votes:

This report reflects the recommendation of the Planning Board, this the 9th day of March 2020.

Attest:

Michael Marks
Michael Marks, Planning Board Chair

Dianne F. Khin
Dianne Khin, Planning Director



TOWN OF APEX

POST OFFICE BOX 250
APEX, NORTH CAROLINA 27502
PHONE 919-249-3426

CONTINUED **PUBLIC NOTIFICATION** **OF PUBLIC HEARING**

AMENDMENTS TO THE UNIFIED DEVELOPMENT ORDINANCE (UDO)

Notice is hereby given of a public hearing before the Town Council of the Town of Apex for the purpose of soliciting comments relative to the following amendment(s) to the Unified Development Ordinance:

Requested by Planning Committee:

1. Amendments to Sec. 2.1.2.B *Planning Board, Membership* and Sec. 2.1.2.D *Quorum* in order to increase the number of members to nine (9), provide new criteria for the composition of the Board, add a non-voting member from the Apex Historical Society, reduce the length of term to two (2) years, increase the number of terms allowed to four (4), and remove the requirement for a public hearing when removing a Planning Board member.
2. Amendments to Secs. 2.1.2.I *Planning Board, Compensation*; 2.1.3.H *Board of Adjustment, Compensation*; and 2.1.4.I *Transit Advisory Committee, Compensation* and the addition of Secs. 2.1.5.C *Parks, Recreation, and Cultural Resources Advisory Commission, Compensation* and 2.1.9.C *Apex Environmental Advisory Board, Compensation* in order to add language to allow said bodies to receive compensation as authorized by Town Council in the annual budget.

Requested by Planning Staff:

3. Amendments to Sec. 4.2.2 *Use Table* and Sec. 4.4.5.F *Supplemental Standards, Commercial Uses, Public Accommodation* in order to permit the use "Hotel or motel" in the B1 Neighborhood Business zoning district and to amend the supplemental standards for the use.
4. Amendments to Sec. 7.1.7 *Substitution of Fees in Lieu of Public Improvements* in order to remove references to the Planning Board based on recent amendments to the subdivision process.

Public Hearing Location: Apex Town Hall
73 Hunter Street, Apex, North Carolina
Council Chambers, 2nd Floor

Town Council Public Hearing Date and Time: ~~March 17, 2020~~ **May 5, 2020** 6:00 PM

The UDO can be accessed online at: <http://www.apexnc.org/233>.

Dianne F. Khin, AICP
Planning Director

Published Dates: February 25-~~March 17, 2020~~ **May 5, 2020**



TOWN OF APEX
POST OFFICE BOX 220
APEX, NORTH CAROLINA 27702
PHONE 919-249-3426

CONTINUED
PUBLIC NOTIFICATION
OF PUBLIC HEARING

AMENDMENTS TO THE
UNIFIED DEVELOPMENT
ORDINANCE (UDO)

Notice is hereby given of a public hearing before the Town Council of the Town of Apex for the purpose of soliciting comments relative to the following amendment(s) to the Unified Development Ordinance:

Requested by Planning Committee:

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2. Amendments to Secs. 2.1.2.I *Planning Board, Compensation*; 2.1.3.H *Board of Adjustment, Compensation*; and 2.1.4.I *Transit Advisory Committee, Compensation* and the addition of Secs. 2.1.5.C *Parks, Recreation, and Cultural Resources Advisory Commission, Compensation* and 2.1.9.C *Apex Environmental Advisory Board, Compensation* in order to add language to allow said bodies to receive compensation as authorized by Town Council in the annual budget.

Requested by Planning Staff:

3. Amendments to Sec. 4.2.2 *Use Table* and Sec. 4.4.5.F *Supplemental Standards, Commercial Uses, Public Accommodation* in order to permit the use "Hotel or motel" in the B1 Neighborhood Business zoning district and to amend the supplemental standards for the use.
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Council Chambers, 2nd Floor

Town Council Public Hearing Date and Time: ~~March 17, 2020~~ **May 5, 2020 6:00 PM**

The UDO can be accessed online at: <http://www.apexnc.org/233>.

Dianne F. Khin, AICP
Planning Director

Published Dates: February 25-~~March 17, 2020~~ **May 5, 2020**

AN ORDINANCE TO AMEND CERTAIN SECTIONS OF THE UNIFIED DEVELOPMENT ORDINANCE

BE IT ORDAINED by the Town Council of the Town of Apex as follows:

Section 1. Sections 2.1.2.B and 2.1.2.D of the Unified Development Ordinance are amended to read as follows with additions shown as bold underlined text and deletions shown as struck-through text:

2.1.2 Planning Board

...

B) *Membership*

1) *Number.* The Planning Board shall consist of ~~eight~~ **nine (9) voting members and one (1) non-voting member.**

2) *Composition* **of the Members** ~~between Town and ETJ.~~

a) **Composition between Town and ETJ.** The composition of membership between the Town and ETJ shall be as follows:

~~a)(i)~~ **(i)** The composition of the members shall reflect proportional representation between the Town's corporate limits and the ETJ.

~~b)(ii)~~ **(ii)** ETJ membership shall be based on the proportionality of population between the Town and the ETJ. This shall be determined by estimating the total population in the ETJ as a percentage of the population in the Town's corporate limits and the ETJ and multiplying this percentage by ~~eight~~ **nine (9)** (the total required **voting** membership), rounding up to the next whole number. Members appointed from the ETJ shall be residents of the ETJ and citizens of Wake County.

~~c)(iii)~~ **(iii)** The balance of the Planning Board's membership shall reside within the Town's corporate limits, **with the exception of the members referenced in Secs. 2.1.2.B.2.b and 2.1.2.B.2.c, whose residency requirements shall be determined by those Sections.**

~~d)(iv)~~ **(iv)** Membership composition shall be adjusted to reflect changes in the population between the Town and the ETJ every ~~three~~ **two (2)** years.

~~e)~~ ~~All members of the Planning Board shall have voting power on all matters of business.~~

- b) One (1) member of the Planning Board shall reside outside the corporate limits and ETJ, but within the area covered by the Town's 2045 Land Use Map.
 - c) One (1) non-voting member of the Planning Board shall be a member of the Apex Historical Society and may reside either within or outside the Town's corporate limits. However, the Town Council is not authorizing the Planning Board to operate as a historic preservation commission pursuant to NCGS 160A-400.7.
 - d) All members of the Planning Board, except the non-voting member from the Apex Historical Society, shall have voting power on all matters of business.
- 3) *No elected official or Town employees.* No member of the Town Council or a Town employee shall serve on the Planning Board. To the greatest extent possible, a majority **half** of **the** membership on the Planning Board should consist of persons with special training or experience in planning, real estate and development, architecture, landscape architecture, and the law.
- 4) *Appointment.* Members shall be appointed as follows:
- a) Regular members of the Planning Board from the ETJ shall be appointed by the ~~Board of County Commissioners of Wake County~~ **Board of Commissioners.**
 - b) Regular members of the Planning Board from the Town shall be recommended by the ~~m~~**Mayor** and appointed by the Town Council.
 - c) The regular member of the Planning Board who resides outside the corporate limits and ETJ, but within the area covered by the Town's 2045 Land Use Map shall be recommended by the Mayor and appointed by the Town Council.
 - d) The non-voting member of the Planning Board shall be recommended by the Mayor and appointed by the Town Council.
- 5) *Initial establishment Terms.* At the initial establishment of the Planning Board, ~~three members shall be appointed for a term of three years, three members shall be appointed for a term of two years, and two members shall be appointed for a term of one year. Thereafter, new appointments~~ **Members shall be appointed** for terms of ~~three~~ **two (2)** years shall be made. No member of the Planning Board may serve more than ~~three~~ **four (4)** consecutive ~~three~~ **two (2)** year terms.
- 6) *Removal.* Any member of the Planning Board shall be removed for cause (neglect of duty, malfeasance, misconduct, or failure to faithfully attend meetings) by the Town Council upon written charge ~~and after a public hearing.~~

7) *Filling of vacancy.* Vacancies occurring for reasons other than expiration of terms shall be filled for the period of the unexpired term by the same method as the original appointment.

...

D) Quorum
No meeting of the Planning Board shall be called to order, nor may any business be transacted by the Planning Board, without a quorum consisting of the majority of the Planning Board's membership excluding vacant seats **and the non-voting member** being present.

...

Section 2. Sections 2.1.2.I, 2.1.3.H, and 2.1.4.I of the Unified Development Ordinance are amended and Sections 2.1.5.C and 2.1.9.C are created to read as follows with additions shown as bold underlined text and deletions shown as struck-through text:

2.1.2.I Planning Board, Compensation

The members of the Planning Board shall serve without compensation **as authorized by Town Council in the annual budget.**

2.1.3.H Board of Adjustment, Compensation

The members of the Board of Adjustment shall serve without compensation **as authorized by Town Council in the annual budget.**

2.1.4.I Transit Advisory Committee, Compensation

The members of the Transit Advisory Committee shall serve without compensation **as authorized by Town Council in the annual budget.**

2.1.5 Parks, Recreation, and Cultural Resources Advisory Commission

...

C) Compensation
The members of the Parks, Recreation, and Cultural Resources Advisory Commission shall serve with compensation as authorized by Town Council in the annual budget.

2.1.9.C Apex Environmental Advisory Board

...

C) Compensation
The members of the Apex Environmental Advisory Board shall serve with compensation as authorized by Town Council in the annual budget.

Section 3. Sections 4.2.2 and 4.4.5.F of the Unified Development Ordinance are amended to read as follows with additions shown as bold underlined text and deletions shown as struck-through text:

4.2.2 Use Table

Use Type	Definition Section	Zoning Districts																Standards					
		Residential						Business					Planned Development			Other			Section(s)				
		R A	R R	L D	M D	H D S F	H D M F	M H	M H P	M O R R	O & I	B 1	B 2	P C	L I	T F	M E C			T N D	P U D	C B	S D
Public Accommodation																							
Bed and breakfast	4.3.5.F.1	S	S						S	P		P	P				P	P		**	P*	4.4.5.F.1; 6.3	
Hotel or motel	4.3.5.F.2										<u>P</u>	P	P			P	P	P		**	P*	4.4.5.F.2; 6.3	

4.4.5 Supplemental Standards, Commercial Uses

- ...
- F) Public Accommodation
- ...
- 2) Hotel or motel. A hotel or motel shall comply with the following standards:
- a) ~~The minimum lot area shall be one acre or the minimum required by the district, whichever is greater;~~
 - b) ~~The minimum lot width shall be at least 100 feet or the minimum required by the district, whichever is greater; and~~
 - c) ~~The number of sleeping units shall not exceed one per 1,000 square feet of lot area.~~
- a) In the B1 and B2 districts the following standards shall apply:**
- i. **No more than 75 guest rooms for lodging shall be provided.**
 - ii. **Guest units shall be reached from an interior corridor.**

Section 4. Section 7.1.7 of the Unified Development Ordinance is amended to read as follows with additions shown as bold underlined text and deletions shown as struck-through text:

7.1.7 Substitution of Fees in Lieu of Public Improvements

- A) Where, because of topographical features or other conditions peculiar to the site, strict adherence to the provisions of this ~~a~~Article requiring public improvements would cause an unnecessary hardship or provide an unwarranted or unrealistic result, the ~~Planning Board may recommend and the Town Council~~ **may** authorize that the reasonable cost of such improvement if made be paid into the Town treasury in lieu of the improvement so long

as same can be done without materially altering the intent of this ~~a~~Article; provided, however, the amount of such fee paid in substitution of the public improvement shall reasonably relate to the applicant's fair share of the cost of such public improvements as determined by the Public Works and Transportation Director and the Water Resources Director or some other professional engineer approved by the Town; and provided, further, that the Town Council may in its discretion, use said fee to construct some other public improvement calculated to be of significant benefit to the said property of the applicant either directly or indirectly. Any such ~~recommendation for substitution or~~ substitution authorized as aforesaid shall be recorded in the minutes of ~~both the Planning Board and~~ both the Planning Board and the Town Council with a statement of the reasoning justifying the substitution.

...

Section 5. The Planning Director and/or Town Manager are hereby authorized to renumber, revise formatting, correct typographic errors, to verify and correct cross references, indexes and diagrams as necessary to codify, publish, and/or accomplish the provisions of this ordinance or future amendments as long as doing so does not alter the terms of this ordinance.

Section 6. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed. If any section, paragraph, subdivision, clause or provision of this ordinance shall be adjudged invalid, such adjudication shall apply only to such section, paragraph, subdivision, clause or provision so adjudged and the remainder of the ordinance shall be deemed valid and effective.

Section 7. The ordinance shall be effective upon enactment on the _____ day of May 2020.

Introduced by Council Member _____

Seconded by Council Member _____

Attest:

TOWN OF APEX

Donna Hosch, MMC, NCCMC
Town Clerk

Jacques K. Gilbert
Mayor

Approved As To Form:

Laurie L. Hohe
Town Attorney

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: UNFINISHED BUSINESS

Meeting Date: May 5, 2020

Item Details

Presenter(s): Vance Holloman, Finance Director

Department(s): Finance Department

Requested Motion

Motion to approve the Resolution Providing for the Sale and Issuance of \$1,800,000 General Obligation Parks and Recreation Bonds, Series 2020A, the Resolution Providing for the Sale and Issuance of \$28,000,000 General Obligation Parks and Recreation Bonds, Series 2020B and the Resolution Providing for the Sale and Issuance of Not to Exceed \$3,200,000 General Obligation Refunding Bonds, Series 2020.

Approval Recommended?

Yes

Item Details

The resolutions address the issuance, sale, form and certain post issuance procedures for the three series of bonds the Town plans to sale on May 19th. The resolutions are written in such a way to permit staff some flexibility in structuring the maturities of the Series 2020A and Series 2020B Parks and Recreation Bonds. The maturities will be structured to result in a level annual payoff of the two series in aggregate, but payoff the Series 2020A bonds over fewer years. This is based upon a recommendation from the Town's financial advisors who are concerned that the level annual maturities of the \$1.8 million Series 2020A bonds, \$90,000 annually over 20 years, may not be large enough to attract the attention of potential bidders in the current debt market.

Attachments

- Issuance Resolutions Apex 2020 GO Bonds



The Town Council of the Town of Apex, North Carolina met in a regular meeting in the Council Chambers of the Town Hall located at 73 Hunter Street in Apex, North Carolina, the regular place of meeting, at 6:00 p.m. on May 5, 2020.

Present: Mayor Jacques Gilbert, presiding, and Council Members

Absent: Council Members

Also Present: _____

* * * * *

_____ introduced the following resolution the title of which was read and a copy of which had been previously distributed to each Council Member:

**RESOLUTION PROVIDING FOR THE SALE AND ISSUANCE OF
\$1,800,000 GENERAL OBLIGATION PARKS AND RECREATION
BONDS, SERIES 2020A**

BE IT RESOLVED by the Town Council (the “Town Council”) of the Town of Apex, North Carolina (the “Town”):

Section 1. The Town Council has determined and does hereby find and declare as follows:

(a) An order authorizing \$1,800,000 General Parks and Recreational Facilities Bonds was adopted by the Town Council on April 21, 2020, which order is expected to take effect on May 24, 2020.

(b) None of said bonds have been issued, no notes have been issued in anticipation of the receipt of the proceeds of the sale of said bonds, and it is necessary to issue \$1,800,000 of said bonds at this time, subject to such order taking effect.

(c) The maximum period of usefulness of the parks and recreational facilities improvements to be provided with the proceeds of said bonds is estimated as a period of forty (40) years from June 3, 2020, the date of the bonds authorized hereby, and that such period expires on June 3, 2060.

(d) The Town is planning to sell contemporaneously with said bonds, its \$28,000,000 General Obligation Parks and Recreation Bonds, Series 2020B (the “Series 2020B Bonds”), which are anticipated to be issued by the Town on the day following the issuance of said bonds, and said bonds and the Series 2020B Bonds shall be treated as a single issue for purposes of

Section 159-65(a)(3) and (4) of the General Statutes of North Carolina, as amended, as permitted by Section 159-65(a) (5) of the General Statutes of North Carolina, as amended.

Section 2. Pursuant to said order, the Town shall issue bonds in the aggregate principal amount of \$1,800,000 designated “General Obligation Parks and Recreation Bonds, Series 2020A” (the “Bonds”), to be dated the date of delivery thereof. The Bonds shall be stated to mature annually on June 1, \$900,000 2021 and 2022, and shall bear interest at a rate or rates to be determined by the Local Government Commission of North Carolina at the time the Bonds are sold, which interest to the respective maturities thereof shall be payable on each June 1 and December 1, beginning December 1, 2020, until payment of such principal sum.

Notwithstanding the foregoing, if for any reason the Series 2020B Bonds are not sold contemporaneously with the Bonds, then the Finance Director of the Town is hereby authorized to adjust the principal amortization for the Bonds prior to the sale of the Bonds in such manner that he shall determine in his sole discretion, subject to the requirements of Section 159-65 of the General Statutes of North Carolina, as amended; provided, however, that the final maturity the Bonds shall not extend beyond June 1, 2030.

Each Bond shall bear interest from the interest payment date next preceding the date on which it is authenticated, unless it is (a) authenticated upon an interest payment date, in which event it shall bear interest from such interest payment date or (b) authenticated prior to the first interest payment date, in which event it shall bear interest from its date; provided, however, that if at the time of authentication interest is in default, such Bond shall bear interest from the date to which interest has been paid.

The principal of and the interest on the Bonds shall be payable in any coin or currency of the United States of America which is legal tender for the payment of public and private debts on the respective dates of payment thereof.

The Bonds shall be issued by means of a book-entry system with no physical distribution of Bond certificates to be made except as hereinafter provided. One Bond certificate with respect to each date on which the Bonds are stated to mature, in the aggregate principal amount of the Bonds stated to mature on such date and registered in the name of Cede & Co., as nominee of The Depository Trust Company (“DTC”), shall be issued and required to be deposited with DTC and immobilized in its custody. The book-entry system will evidence ownership of the Bonds in the principal amount of \$5,000 or any whole multiple thereof, with transfers of ownership effected on the records of DTC and its participants pursuant to rules and procedures established by DTC and its participants. The principal of each Bond shall be payable to Cede & Co. or any other person appearing on the registration books of the Town hereinafter provided for as the registered owner of such Bond or her registered assigns or legal representative at such office of the Bond Registrar mentioned hereinafter or such other place as the Town may determine upon the presentation and surrender thereof as the same shall become due and payable. Payment of the interest on each Bond shall be made by said Bond Registrar on each interest payment date to the registered owner of such Bond (or the previous Bond or Bonds evidencing the same debt as that evidenced by such Bond) at the close of business on the record date for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding such

interest payment date, by check mailed to such person at his or her address as it appears on such registration books; provided, however, that for so long as the Bonds are deposited with DTC, the payment of the principal of and interest on the Bonds shall be made to DTC in same-day funds by 2:30 p.m. or otherwise as determined by the rules and procedures established by DTC. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC, and transfer of principal and interest payments to beneficial owners of the Bonds by participants of DTC will be the responsibility of such participants and other nominees of such beneficial owners. The Town shall not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing records maintained by DTC, its participants or persons acting through such participants.

In the event that (a) DTC determines not to continue to act as securities depository for the Bonds or (b) the Finance Director of the Town determines that continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect the interests of the beneficial owners of the Bonds, the Town will discontinue the book-entry system with DTC. If the Town identifies another qualified securities depository to replace DTC, the Town will make arrangements with DTC and such other depository to effect such replacement and deliver replacement Bonds registered in the name of such other depository or its nominee in exchange for the outstanding Bonds, and the references to DTC or Cede & Co. in this resolution shall thereupon be deemed to mean such other depository or its nominee. If the Town fails to identify another qualified securities depository to replace DTC, the Town shall deliver replacement Bonds in the form of fully-registered certificates in denominations of \$5,000 or any whole multiple thereof (“Certificated Bonds”) in exchange for the outstanding Bonds as required by DTC and others. Upon the request of DTC, the Town may also deliver one or more Certificated Bonds to any participant of DTC in exchange for Bonds credited to its account with DTC.

Unless indicated otherwise, the provisions of this resolution that follow shall apply to all Bonds issued or issuable hereunder, whether initially or in replacement thereof.

Section 3. The Bonds shall bear the manual or facsimile signatures of the Mayor or Mayor Pro Tem and the Town Clerk or any deputy or assistant Town Clerk of the Town and the official seal or a facsimile of the official seal of the Town shall be impressed or imprinted, as the case may be, on the Bonds.

The certificate of the Local Government Commission of North Carolina to be endorsed on all Bonds shall bear the manual or facsimile signature of the Secretary of said Commission and the certificate of authentication of the Bond Registrar to be endorsed on all Bonds shall be executed as provided hereinafter.

In case any officer of the Town or the Local Government Commission of North Carolina whose manual or facsimile signature shall appear on any Bonds shall cease to be such officer before the delivery of such Bonds, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if he had remained in office until such delivery, and any Bond may bear the manual or facsimile signatures of such persons as at the actual time of the execution of such Bond shall be the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

No Bond shall be valid or become obligatory for any purpose or be entitled to any benefit or security under this resolution until it shall have been authenticated by the execution by the Bond Registrar of the certificate of authentication endorsed thereon.

The Bonds to be registered in the name of Cede & Co. and the endorsements thereon shall be in substantially the following form:

Unless this bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Town of Apex, North Carolina or its agent for registration or transfer, exchange, or payment, and any bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

No. RA-____ \$_____

United States of America
State of North Carolina

TOWN OF APEX
GENERAL OBLIGATION PARKS AND RECREATION BOND, SERIES 2020A

<u>Maturity Date</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
June 1, 20__	_____%	_____

The Town of Apex, a municipal corporation duly organized and validly existing under the laws of the State of North Carolina, is justly indebted and for value received hereby promises to pay to

CEDE & CO.

or registered assigns or legal representative on the date specified above, upon the presentation and surrender hereof, at the office of the Finance Director of said Town (the "Bond Registrar"), in Apex, North Carolina, the principal sum of

_____ DOLLARS

and to pay interest on such principal sum from the date hereof or from the June 1 or December 1 next preceding the date of authentication to which interest shall have been paid, unless such date of authentication is a June 1 or December 1 to which interest shall have been paid, in which case from such date, such interest to the maturity hereof being payable on each June 1 and December 1, beginning December 1, 2020, at the rate per annum specified above, until payment of such principal sum. The interest so payable on any such interest payment date will be paid to the person in whose name this bond (or the previous bond or bonds evidencing the same debt as that evidenced by this bond) is registered at the close of business on the record date for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding such interest payment date, by check mailed to such person at his or her address as it appears on

the bond registration books of said Town; provided, however, that for so long as the Bonds (hereinafter defined) are deposited with The Depository Trust Company (“DTC”), the payment of the principal of and interest on the Bonds shall be made to DTC in same day funds by 2:30 p.m. or otherwise as determined by the rules and procedures established by DTC. Both the principal of and the interest on this bond shall be paid in any coin or currency of the United States of America that is legal tender for the payment of public and private debts on the respective dates of payment thereof. For the prompt payment hereof, both principal and interest as the same shall become due, the faith and credit of said Town are hereby irrevocably pledged.

This bond is one of an issue of bonds designated “General Obligation Parks and Recreation Bonds, Series 2020A” (the “Bonds”) and issued by said Town for the purpose of providing funds, together with any other available funds, for parks and recreational facilities improvements, and this bond is issued under and pursuant to The Local Government Bond Act, as amended, Article 7, as amended, of Chapter 159 of the General Statutes of North Carolina, an order adopted by the Town Council of said Town, which order has taken effect, and a resolution duly adopted by said Town Council (the “Resolution”).

The Bonds are not subject to redemption prior to their respective maturities.

The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Resolution. One bond certificate with respect to each date on which the Bonds are stated to mature, in the aggregate principal amount of the Bonds stated to mature on such date and registered in the name of Cede & Co., as nominee of DTC, is being issued and required to be deposited with DTC and immobilized in its custody. The book-entry system will evidence ownership of the Bonds in the principal amount of \$5,000 or any whole multiple thereof, with transfers of ownership effected on the records of DTC and its participants pursuant to rules and procedures established by DTC and its participants. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC, and transfer of principal and interest payments to beneficial owners of the Bonds by participants of DTC will be the responsibility of such participants and other nominees of such beneficial owners. Said Town will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants.

In certain events, said Town will be authorized to deliver replacement Bonds in the form of fully-registered certificates in the denomination of \$5,000 or any whole multiple thereof in exchange for the outstanding Bonds as provided in the Resolution.

At the office of the Bond Registrar, in the manner and subject to the conditions provided in the Resolution, Bonds may be exchanged for an equal aggregate principal amount of Bonds of the same maturity, of authorized denominations and bearing interest at the same rate.

The Bond Registrar shall keep at his office the books of said Town for the registration of transfer of Bonds. The transfer of this bond may be registered only upon such books and as otherwise provided in the Resolution upon the surrender hereof to the Bond Registrar together with an assignment duly executed by the registered owner hereof or his or her attorney or legal

representative in such form as shall be satisfactory to the Bond Registrar. Upon any such registration of transfer, the Bond Registrar shall deliver in exchange for this bond a new Bond or Bonds, registered in the name of the transferee, of authorized denominations, in an aggregate principal amount equal to the outstanding principal amount of this bond, of the same maturity and bearing interest at the same rate.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of North Carolina to happen, exist and be performed precedent to and in the issuance of this bond have happened, exist and have been performed in regular and due form and time as so required; that provision has been made for the levy and collection of a direct annual tax upon all taxable property within said Town sufficient to pay the principal of and the interest on this bond as the same shall become due; and that the total indebtedness of said Town, including this bond, does not exceed any constitutional or statutory limitation thereon.

This bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Resolution until this bond shall have been authenticated by the execution by the Bond Registrar of the certificate of authentication endorsed hereon.

IN WITNESS WHEREOF, the Town of Apex, North Carolina, by resolution duly adopted by its Town Council, has caused this bond to be manually signed by the Mayor and the Town Clerk of the Town and its official seal to be impressed hereon, all as of the ____ day of June, 2020.

[Do not sign] _____
Mayor

[SEAL]

[Do not sign] _____
Town Clerk

CERTIFICATE OF LOCAL GOVERNMENT COMMISSION

The issuance of the within bond has been approved under the provisions of The Local Government Bond Act of North Carolina.

[Do not sign] _____
Secretary, Local Government Commission

CERTIFICATE OF AUTHENTICATION

This bond is one of the Bonds of the series designated herein and issued under the provisions of the within-mentioned Resolution.

[Do not sign] _____
Finance Director, as Bond Registrar

Date of authentication: _____

ASSIGNMENT

FOR VALUE RECEIVED the undersigned registered owner thereof hereby sells, assigns and transfers unto _____

_____ the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____

_____ attorney to register the transfer of said bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

In the presence of:

NOTICE: The signature must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program.

The signature to this assignment must correspond with the name as it appears on the face of the within Bond in every particular, without alteration of enlargement or any change whatever.

Certificated Bonds issuable hereunder shall be in substantially the form of the Bonds registered in the name of Cede & Co. with such changes as are necessary to reflect the provisions of this resolution that are applicable to Certificated Bonds.

Section 4. The Bonds are not subject to redemption prior to their respective maturities.

Section 5. Bonds, upon surrender thereof at the office of the Bond Registrar together with an assignment duly executed by the registered owner or his or her attorney or legal representative in such form as shall be satisfactory to the Bond Registrar, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of Bonds of

the same maturity, of any denomination or denominations authorized by this resolution and bearing interest at the same rate.

The transfer of any Bond may be registered only upon the registration books of the Town upon the surrender thereof to the Bond Registrar together with an assignment duly executed by the registered owner or his or her attorney or legal representative in such form as shall be satisfactory to the Bond Registrar. Upon any such registration of transfer, the Bond Registrar shall authenticate and deliver in exchange for such Bond a new Bond or Bonds, registered in the name of the transferee, of any denomination or denominations authorized by this resolution, in an aggregate principal amount equal to the outstanding principal amount of such Bond so surrendered, of the same maturity and bearing interest at the same rate.

In all cases in which Bonds shall be exchanged or the transfer of Bonds shall be registered hereunder, the Bond Registrar shall authenticate and deliver at the earliest practicable time Bonds in accordance with the provisions of this resolution. All Bonds surrendered in any such exchange or registration of transfer shall forthwith be canceled by the Bond Registrar. The Town or the Bond Registrar may make a charge for shipping and out-of-pocket costs for every such exchange or registration of transfer of Bonds sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or registration of transfer, but no other charge shall be made by the Town or the Bond Registrar for exchanging or registering the transfer of Bonds under this resolution.

As to any Bond, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Bond and the interest on any such Bond shall be made only to or upon the order of the registered owner thereof or his or her legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

The Town shall appoint such registrars, transfer agents, depositaries or other agents as may be necessary for the registration, registration of transfer and exchange of Bonds within a reasonable time according to then current commercial standards and for the timely payment of principal of and interest on the Bonds. The Finance Director of the Town, or any person at any time acting in such capacity, is hereby appointed the registrar, transfer agent and paying agent for the Bonds (collectively the "Bond Registrar"), subject to the right of the Town Council to appoint another Bond Registrar, and as such shall keep at his office in the Town, the books of the Town for the registration, registration of transfer, exchange and payment of the Bonds as provided in this resolution.

Section 6. The Town covenants that, to the extent permitted by the Constitution and laws of the State of North Carolina, it will comply with the requirements of the Internal Revenue Code of 1986, as amended or as may be amended from time to time, and any Treasury regulations now or hereafter promulgated thereunder, to the extent necessary so that interest on the Bonds will not be included in gross income of the owners of the Bonds for federal income tax purposes.

Section 7. All actions of the Mayor, the Town Manager, the Finance Director and the Town Clerk of the Town in applying to the Local Government Commission of North Carolina to advertise and sell the Bonds are hereby approved, ratified and confirmed, and the Local Government Commission of North Carolina is hereby requested to ask for sealed bids for the Bonds by providing notices and printing and distributing a Preliminary Official Statement, to be dated as of the date of delivery thereof, relating to the sale of the Bonds. Such Preliminary Official Statement, in substantially the form presented at this meeting, is hereby authorized and approved.

The preparation of a final Official Statement (the “Final Official Statement”), which will be in the form of the Preliminary Official Statement, but will include certain pricing and other information to be made available to the successful bidder for the Bonds by the Local Government Commission of North Carolina, is hereby approved, and the Mayor, the Town Manager and the Finance Director of the Town are hereby authorized to execute and deliver the Final Official Statement for and on the behalf of the Town, and such execution shall be conclusive evidence of the approval of the Town Council of the Final Official Statement.

Section 8. The Town hereby undertakes, for the benefit of the beneficial owners of the Bonds, to provide to the Municipal Securities Rulemaking Board (the “MSRB”):

(a) by not later than seven months from the end of each fiscal year of the Town, beginning with the fiscal year ending June 30, 2020, audited financial statements of the Town for such fiscal year, if available, prepared in accordance with Section 159-34 of the General Statutes of North Carolina, as it may be amended from time to time, or any successor statute, or, if such audited financial statements of the Town are not available by seven months from the end of such fiscal year, unaudited financial statements of the Town for such fiscal year to be replaced subsequently by audited financial statements of the Town to be delivered within fifteen (15) days after such audited financial statements become available for distribution;

(b) by not later than seven months from the end of each fiscal year of the Town, beginning with the fiscal year ending June 30, 2020, (i) the financial and statistical data as of a date not earlier than the end of the preceding fiscal year for the type of information included under the headings “THE TOWN - Debt Information and - Tax Information” (excluding any information on overlapping units) in the Final Official Statement and (ii) the combined budget of the Town for the current fiscal year, to the extent such items are not included in the audited financial statements referred to in (a) above;

(c) in a timely manner not in excess of ten business days after the occurrence of the event, notice of any of the following events with respect to the Bonds:

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;

(5) substitution of credit or liquidity providers, or their failure to perform;

(6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds or other material events affecting the tax status of the Bonds;

(7) modification to the rights of the beneficial owners of the Bonds, if material;

(8) bond calls, if material, and tender offers;

(9) defeasances;

(10) release, substitution or sale of any property securing repayment of the Bonds, if material;

(11) rating changes;

(12) bankruptcy, insolvency, receivership or similar event of the Town;

(13) the consummation of a merger, consolidation or acquisition involving the Town or the sale of all or substantially all of the assets of the Town, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

(14) appointment of a trustee or a successor or additional trustee or the change of name of a trustee, if material;

(15) incurrence of a financial obligation (as defined below) of the Town, if material, or agreement to covenants, events of default, remedies, priority rights or other similar terms of a financial obligation of the Town, any of which affect beneficial owners of the Bonds, if material; and

(16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Town, any of which reflect financial difficulties; and

(d) in a timely manner, notice of a failure of the Town to provide required annual financial information described in (a) or (b) above on or before the date specified.

All information provided to the MSRB as described in this Section shall be provided in an electronic format as prescribed by the MSRB and accompanied by identifying information as prescribed by the MSRB.

The Town may meet the continuing disclosure filing requirement described above by complying with any other procedure that may be authorized or required by the United States Securities and Exchange Commission.

For the purposes of this Section, “financial obligation” means (a) a debt obligation, (b) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (c) a guarantee of either clause (a) or (b) above. The term “financial obligation” shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with Rule 15c2-12 issued under the Securities Exchange Act of 1934 (“Rule 15c2-12”).

If the Town fails to comply with the undertaking described above, any beneficial owner of the Bonds may take action to protect and enforce the rights of all beneficial owners with respect to such undertaking, including an action for specific performance; provided, however, that failure to comply with such undertaking shall not be an event of default and shall not result in any acceleration of the Bonds. All actions shall be instituted, had and maintained in the manner provided in this paragraph for the benefit of all beneficial owners of the Bonds.

The Town reserves the right to modify from time to time the information to be provided to the extent necessary or appropriate in the judgment of the Town, provided that:

(a) any such modification may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the Town;

(b) the information to be provided, as modified, would have complied with the requirements of Rule 15c2-12 as of the date of the Final Official Statement, after taking into account any amendments or interpretations of Rule 15c2-12, as well as any changes in circumstances; and

(c) any such modification does not materially impair the interests of the beneficial owners of the Bonds, as determined either by parties unaffiliated with the Town (such as bond counsel), or by the approving vote of the registered owners of a majority in principal amount of the Bonds pursuant to the terms of this resolution, as this resolution may be amended from time to time, at the time of such amendment.

In the event that the Town makes such a modification, the annual financial information containing the modified operating data or financial information shall explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

The provisions of this Section shall terminate upon payment, or provision having been made for payment in a manner consistent with Rule 15c2-12, in full of the principal of and interest on all of the Bonds.

Section 9. The Mayor, the Mayor Pro Tem, the Town Manager, the Finance Director and the Town Clerk or any deputy or assistant Town Clerk of the Town are hereby authorized and directed to execute and deliver such closing and other documents necessary for the purpose of facilitating the sale and issuance of the Bonds in a manner consistent with the terms of this resolution.

Section 10. This resolution shall take effect upon its adoption.

Upon motion of Council Member _____, seconded by Council Member _____, the foregoing resolution entitled "RESOLUTION PROVIDING FOR THE SALE AND ISSUANCE OF \$1,800,000 GENERAL OBLIGATION PARKS AND RECREATION BONDS, SERIES 2020A" was adopted by the following vote:

Ayes: _____

Noes: _____

Thereupon, _____ introduced the following resolution the title of which was read and a copy of which had been previously distributed to each Council Member:

RESOLUTION PROVIDING FOR THE SALE AND ISSUANCE OF \$28,000,000 GENERAL OBLIGATION PARKS AND RECREATION BONDS, SERIES 2020B

BE IT RESOLVED by the Town Council (the "Town Council") of the Town of Apex, North Carolina (the "Town"):

Section 1. The Town Council has determined and does hereby find and declare as follows:

(a) An order authorizing \$48,000,000 Parks and Recreational Facilities Bonds (the "Parks and Recreational Facilities Bonds") was adopted by the Town Council on August 1, 2017, which order was approved by the vote of a majority of the qualified voters of the Town who voted thereon at a referendum duly called and held on November 7, 2017. \$20,000,000 of the Parks and Recreational Facilities Bonds have heretofore been issued.

(b) No notes have been issued in anticipation of the receipt of the proceeds of the sale of said bonds, and it is necessary to issue the remaining \$28,000,000 of the Parks and Recreational Facilities Bonds at this time.

(c) The maximum period of usefulness of the parks and recreational facilities improvements to be provided with the proceeds of said bonds is estimated as a period of forty (40) years from June 4, 2020, the date of the bonds authorized hereby, and that such period expires on June 4, 2060.

(d) The Town is planning to sell contemporaneously with said bonds, its \$1,800,000 General Obligation Parks and Recreation Bonds, Series 2020A (the "Series 2020A Bonds"), which are anticipated to be issued by the Town on the day before the issuance of said bonds, and said bonds and the Series 2020A Bonds shall be treated as a single issue for purposes of Section

159-65(a)(3) and (4) of the General Statutes of North Carolina, as amended, as permitted by Section 159-65(a) (5) of the General Statutes of North Carolina, as amended.

Section 2. Pursuant to said order, the Town shall issue bonds in the aggregate principal amount of \$28,000,000 designated “General Obligation Parks and Recreation Bonds, Series 2020B” (the “Bonds”), to be dated the date of delivery thereof. The Bonds shall be stated to mature, subject to prior redemption, annually on June 1, \$590,000 2021 and 2022 and \$1,490,000 2023 to 2040, inclusive, and shall bear interest at a rate or rates to be determined by the Local Government Commission of North Carolina at the time the Bonds are sold, which interest to the respective maturities thereof shall be payable on each June 1 and December 1, beginning December 1, 2020, until payment of such principal sum.

Notwithstanding the foregoing, the Finance Director of the Town is hereby authorized to adjust the principal amortization for the Bonds prior to the sale of the Bonds in such manner that he shall determine in his sole discretion, subject to the requirements of Section 159-65 of the General Statutes of North Carolina, as amended; provided, however, that the final maturity the Bonds shall not extend beyond June 1, 2040. Furthermore, notwithstanding the foregoing, the principal due on June 1 of each year as provided above may be made to come due on account of the maturity of Bonds on such date or pursuant to mandatory sinking fund redemption, all as may be provided in the Notice of Sale relating to the Bonds. Bonds to be retired on multiple dates on account of mandatory sinking fund redemptions and a final maturity are herein referred to as “Term Bonds.” The Finance Director of the Town may take all actions necessary, including modification of the form of Bonds set forth in Section 3 of this resolution and the redemption provisions set forth in Section 4 of this resolution, in order to conform any Bonds to the requirements for Term Bonds.

Each Bond shall bear interest from the interest payment date next preceding the date on which it is authenticated, unless it is (a) authenticated upon an interest payment date, in which event it shall bear interest from such interest payment date or (b) authenticated prior to the first interest payment date, in which event it shall bear interest from its date; provided, however, that if at the time of authentication interest is in default, such Bond shall bear interest from the date to which interest has been paid.

The principal of and the interest on the Bonds shall be payable in any coin or currency of the United States of America which is legal tender for the payment of public and private debts on the respective dates of payment thereof.

The Bonds shall be issued by means of a book-entry system with no physical distribution of Bond certificates to be made except as hereinafter provided. One Bond certificate with respect to each date on which the Bonds are stated to mature, in the aggregate principal amount of the Bonds stated to mature on such date and registered in the name of Cede & Co., as nominee of The Depository Trust Company (“DTC”), shall be issued and required to be deposited with DTC and immobilized in its custody. The book-entry system will evidence ownership of the Bonds in the principal amount of \$5,000 or any whole multiple thereof, with transfers of ownership effected on the records of DTC and its participants pursuant to rules and procedures established by DTC and its participants. The principal of each Bond shall be payable to Cede & Co. or any

other person appearing on the registration books of the Town hereinafter provided for as the registered owner of such Bond or her registered assigns or legal representative at such office of the Bond Registrar mentioned hereinafter or such other place as the Town may determine upon the presentation and surrender thereof as the same shall become due and payable. Payment of the interest on each Bond shall be made by said Bond Registrar on each interest payment date to the registered owner of such Bond (or the previous Bond or Bonds evidencing the same debt as that evidenced by such Bond) at the close of business on the record date for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding such interest payment date, by check mailed to such person at his or her address as it appears on such registration books; provided, however, that for so long as the Bonds are deposited with DTC, the payment of the principal of and interest on the Bonds shall be made to DTC in same-day funds by 2:30 p.m. or otherwise as determined by the rules and procedures established by DTC. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC, and transfer of principal and interest payments to beneficial owners of the Bonds by participants of DTC will be the responsibility of such participants and other nominees of such beneficial owners. The Town shall not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing records maintained by DTC, its participants or persons acting through such participants.

In the event that (a) DTC determines not to continue to act as securities depository for the Bonds or (b) the Finance Director of the Town determines that continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect the interests of the beneficial owners of the Bonds, the Town will discontinue the book-entry system with DTC. If the Town identifies another qualified securities depository to replace DTC, the Town will make arrangements with DTC and such other depository to effect such replacement and deliver replacement Bonds registered in the name of such other depository or its nominee in exchange for the outstanding Bonds, and the references to DTC or Cede & Co. in this resolution shall thereupon be deemed to mean such other depository or its nominee. If the Town fails to identify another qualified securities depository to replace DTC, the Town shall deliver replacement Bonds in the form of fully-registered certificates in denominations of \$5,000 or any whole multiple thereof ("Certificated Bonds") in exchange for the outstanding Bonds as required by DTC and others. Upon the request of DTC, the Town may also deliver one or more Certificated Bonds to any participant of DTC in exchange for Bonds credited to its account with DTC.

Unless indicated otherwise, the provisions of this resolution that follow shall apply to all Bonds issued or issuable hereunder, whether initially or in replacement thereof.

Section 3. The Bonds shall bear the manual or facsimile signatures of the Mayor or Mayor Pro Tem and the Town Clerk or any deputy or assistant Town Clerk of the Town and the official seal or a facsimile of the official seal of the Town shall be impressed or imprinted, as the case may be, on the Bonds.

The certificate of the Local Government Commission of North Carolina to be endorsed on all Bonds shall bear the manual or facsimile signature of the Secretary of said Commission and the certificate of authentication of the Bond Registrar to be endorsed on all Bonds shall be executed as provided hereinafter.

In case any officer of the Town or the Local Government Commission of North Carolina whose manual or facsimile signature shall appear on any Bonds shall cease to be such officer before the delivery of such Bonds, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if he had remained in office until such delivery, and any Bond may bear the manual or facsimile signatures of such persons as at the actual time of the execution of such Bond shall be the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

No Bond shall be valid or become obligatory for any purpose or be entitled to any benefit or security under this resolution until it shall have been authenticated by the execution by the Bond Registrar of the certificate of authentication endorsed thereon.

The Bonds to be registered in the name of Cede & Co. and the endorsements thereon shall be in substantially the following form:

Unless this bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Town of Apex, North Carolina or its agent for registration or transfer, exchange, or payment, and any bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

No. RB-__ \$_____

United States of America
State of North Carolina

TOWN OF APEX
GENERAL OBLIGATION PARKS AND RECREATION BOND, SERIES 2020B

<u>Maturity Date</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
June 1, 20__	_____%	_____

The Town of Apex, a municipal corporation duly organized and validly existing under the laws of the State of North Carolina, is justly indebted and for value received hereby promises to pay to

CEDE & CO.

or registered assigns or legal representative on the date specified above, upon the presentation and surrender hereof, at the office of the Finance Director of said Town (the "Bond Registrar"), in Apex, North Carolina, the principal sum of

_____ DOLLARS

and to pay interest on such principal sum from the date hereof or from the June 1 or December 1 next preceding the date of authentication to which interest shall have been paid, unless such date

of authentication is a June 1 or December 1 to which interest shall have been paid, in which case from such date, such interest to the maturity hereof being payable on each June 1 and December 1, beginning December 1, 2020, at the rate per annum specified above, until payment of such principal sum. The interest so payable on any such interest payment date will be paid to the person in whose name this bond (or the previous bond or bonds evidencing the same debt as that evidenced by this bond) is registered at the close of business on the record date for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding such interest payment date, by check mailed to such person at his or her address as it appears on the bond registration books of said Town; provided, however, that for so long as the Bonds (hereinafter defined) are deposited with The Depository Trust Company (“DTC”), the payment of the principal of and interest on the Bonds shall be made to DTC in same day funds by 2:30 p.m. or otherwise as determined by the rules and procedures established by DTC. Both the principal of and the interest on this bond shall be paid in any coin or currency of the United States of America that is legal tender for the payment of public and private debts on the respective dates of payment thereof. For the prompt payment hereof, both principal and interest as the same shall become due, the faith and credit of said Town are hereby irrevocably pledged.

This bond is one of an issue of bonds designated “General Obligation Parks and Recreation Bonds, Series 2020B” (the “Bonds”) and issued by said Town for the purpose of providing funds, together with any other available funds, for parks and recreation improvements, and this bond is issued under and pursuant to The Local Government Bond Act, as amended, Article 7, as amended, of Chapter 159 of the General Statutes of North Carolina, an order adopted by the Town Council of said Town, which order was approved by the vote of a majority of qualified voters who voted thereon at a referendum duly called and held, and a resolution duly adopted by said Town Council (the “Resolution”).

The Bonds maturing on or prior to June 1, 2030 are not subject to redemption prior to maturity. The Bonds maturing on June 1, 2031 and thereafter will be subject to redemption prior to their maturity, at the option of said Town, from any moneys that may be made available for such purpose, either in whole or in part on any date not earlier than June 1, 2030, at a redemption price equal to 100% of the principal amount of the Bonds to be redeemed, plus accrued interest thereon to the date fixed for redemption.

[If any of the Bonds are Term Bonds, the following paragraph shall be applicable:

The Bonds maturing June 1, ____ shall be subject to mandatory redemption in part by lot on June 1 in the years and amounts set forth below at a redemption price equal to 100% of the principal amount of the Bonds to be redeemed, plus accrued interest thereon to the date fixed for redemption:

<u>Year</u>	<u>Amount</u>
-------------	---------------

*Maturity]

If less than all of the Bonds of any one maturity shall be called for redemption, the particular Bonds or portions of Bonds of such maturity to be redeemed shall be selected by lot in such manner as said Town in its discretion may determine; provided, however, that the portion of any Bond to be redeemed shall be in the principal amount of \$5,000 or any whole multiple thereof and that, in selecting Bonds for redemption, each Bond shall be considered as representing that number of Bonds which is obtained by dividing the principal amount of such Bond by \$5,000. So long as a book-entry system with DTC, is used for determining beneficial ownership of Bonds, if less than all of the Bonds within the maturity are to be redeemed, DTC and its participants shall determine which of the Bonds within a maturity are to be redeemed by lot. If less than all of the Bonds stated to mature on different dates shall be called for redemption, the particular Bonds or portions thereof of each maturity to be redeemed shall be called in such manner as said Town may determine.

Not more than sixty (60) nor less than thirty (30) days before the redemption date of any Bonds to be redeemed, whether such redemption be in whole or in part, said Town shall cause a notice of such redemption to be filed with the Bond Registrar and to be mailed, postage prepaid, to the registered owner of each Bond to be redeemed in whole or in part to his address appearing upon the registration books of said Town, provided that such notice to Cede & Co. shall be given by certified or registered mail or otherwise as prescribed by DTC. On the date fixed for redemption, notice having been given as aforesaid, the Bonds or portions thereof so called for redemption shall be due and payable at the redemption price provided for the redemption of such Bonds or portions thereof on such date and, if moneys for payment of such redemption price and the accrued interest are held by the Bond Registrar as provided in the Resolution, interest on the Bonds or the portions thereof so called for redemption shall cease to accrue. If a portion of this Bond shall be called for redemption, a new Bond or Bonds in principal amount equal to the unredeemed portion hereof will be issued to Cede & Co. or its legal representative upon the surrender hereof.

Any notice of redemption[, except a notice of redemption in respect of a mandatory sinking fund redemption,] may state that the redemption to be effected is conditioned upon the receipt by the Bond Registrar on or prior to the redemption date of moneys sufficient to pay the principal of and interest on the Bonds to be redeemed, and that if such moneys are not so received, such notice shall be of no force or effect and such Bond shall not be required to be redeemed. In the event that such notice contains such a condition and moneys sufficient to pay the redemption price and interest on such Bonds are not received by the Bond Registrar on or prior to the redemption date, the redemption shall not be made and the Bond Registrar shall within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such moneys were not so received.

The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Resolution. One bond certificate with respect to each date on which the Bonds are stated to mature, in the aggregate principal amount of the Bonds stated to mature on such date and registered in the name of Cede & Co., as nominee of DTC, is being issued and required to be deposited with DTC and immobilized in its custody. The book-entry system will evidence ownership of the Bonds in the principal amount of \$5,000 or any whole multiple thereof, with transfers of ownership effected

on the records of DTC and its participants pursuant to rules and procedures established by DTC and its participants. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC, and transfer of principal and interest payments to beneficial owners of the Bonds by participants of DTC will be the responsibility of such participants and other nominees of such beneficial owners. Said Town will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants.

In certain events, said Town will be authorized to deliver replacement Bonds in the form of fully-registered certificates in the denomination of \$5,000 or any whole multiple thereof in exchange for the outstanding Bonds as provided in the Resolution.

At the office of the Bond Registrar, in the manner and subject to the conditions provided in the Resolution, Bonds may be exchanged for an equal aggregate principal amount of Bonds of the same maturity, of authorized denominations and bearing interest at the same rate.

The Bond Registrar shall keep at his office the books of said Town for the registration of transfer of Bonds. The transfer of this bond may be registered only upon such books and as otherwise provided in the Resolution upon the surrender hereof to the Bond Registrar together with an assignment duly executed by the registered owner hereof or his or her attorney or legal representative in such form as shall be satisfactory to the Bond Registrar. Upon any such registration of transfer, the Bond Registrar shall deliver in exchange for this bond a new Bond or Bonds, registered in the name of the transferee, of authorized denominations, in an aggregate principal amount equal to the unredeemed principal amount of this bond, of the same maturity and bearing interest at the same rate.

The Bond Registrar shall not be required to exchange or register the transfer of any Bond during a period beginning at the opening of business fifteen (15) days before the day of the mailing of a notice of redemption of Bonds or any portion thereof and ending at the close of business on the day of such mailing or of any Bond called for redemption in whole or in part pursuant to the Resolution.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of North Carolina to happen, exist and be performed precedent to and in the issuance of this bond have happened, exist and have been performed in regular and due form and time as so required; that provision has been made for the levy and collection of a direct annual tax upon all taxable property within said Town sufficient to pay the principal of and the interest on this bond as the same shall become due; and that the total indebtedness of said Town, including this bond, does not exceed any constitutional or statutory limitation thereon.

This bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Resolution until this bond shall have been authenticated by the execution by the Bond Registrar of the certificate of authentication endorsed hereon.

IN WITNESS WHEREOF, the Town of Apex, North Carolina, by resolution duly adopted by its Town Council, has caused this bond to be manually signed by the Mayor and the

Town Clerk of the Town and its official seal to be impressed hereon, all as of the ____ day of June, 2020.

[Do not sign] _____
Mayor

[SEAL]

[Do not sign] _____
Town Clerk

CERTIFICATE OF LOCAL GOVERNMENT COMMISSION

The issuance of the within bond has been approved under the provisions of The Local Government Bond Act of North Carolina.

[Do not sign] _____
Secretary, Local Government Commission

CERTIFICATE OF AUTHENTICATION

This bond is one of the Bonds of the series designated herein and issued under the provisions of the within-mentioned Resolution.

[Do not sign] _____
Finance Director, as Bond Registrar

Date of authentication: _____

ASSIGNMENT

FOR VALUE RECEIVED the undersigned registered owner thereof hereby sells, assigns and transfers unto _____

_____ the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____,

_____ attorney to register the transfer of said bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

In the presence of:

NOTICE: The signature must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program.

The signature to this assignment must correspond with the name as it appears on the face of the within Bond in every particular, without alteration of enlargement or any change whatever.

Certificated Bonds issuable hereunder shall be in substantially the form of the Bonds registered in the name of Cede & Co. with such changes as are necessary to reflect the provisions of this resolution that are applicable to Certificated Bonds.

Section 4. The Bonds maturing on or prior to June 1, 2030 are not subject to redemption prior to maturity. The Bonds maturing on June 1, 2031 and thereafter will be subject to redemption prior to their maturity, at the option of the Town, from any moneys that may be made available for such purpose, either in whole or in part on any date not earlier than June 1, 2030, at a redemption price equal to 100% of the principal amount of the Bonds to be redeemed, plus accrued interest thereon to the date fixed for redemption.

Notwithstanding the foregoing, the Finance Director of the Town may modify the redemption provisions set forth above if the Finance Director of the Town determines that it is in the best interests of the Town to modify the same for purposes of marketing and sale of the Bonds, such modified redemption provisions to be set forth in the Notice of Sale relating to the Bonds. In such case, the Finance Director is authorized and directed to take all actions necessary to conform the terms of the Bonds to reflect such modified redemption provisions.

If the Finance Director of the Town determines that all or a portion of the Bonds shall be Term Bonds, then such Term Bonds shall be subject to mandatory sinking fund redemption in the amount necessary to retire principal of the Bonds on each June 1 as set forth in Section 2 of this resolution at a redemption price equal 100% of the principal amount to be so redeemed, plus accrued interest to the date fixed for redemption. In the event that any of the Term Bonds are redeemed in part pursuant to the optional redemption provisions set forth in the immediately preceding paragraph, the mandatory redemption requirements for the remaining Term Bonds of the same maturity shall be reduced in an aggregate amount equal to the amount of Term Bonds of the same maturity so redeemed in the years and amounts designated by the Finance Director of the Town to the Bond Registrar.

If less than all of the Bonds of any one maturity shall be called for redemption, the particular Bonds or portions of Bonds of such maturity to be redeemed shall be selected by lot in such manner as the Town in its discretion may determine; provided, however, that the portion of any Bond to be redeemed shall be in the principal amount of \$5,000 or any whole multiple thereof and that, in selecting Bonds for redemption, each Bond shall be considered as representing that number of Bonds which is obtained by dividing the principal amount of such Bond by \$5,000. So long as a book-entry system with DTC, is used for determining beneficial

ownership of Bonds, if less than all of the Bonds within the maturity are to be redeemed, DTC and its participants shall determine which of the Bonds within a maturity are to be redeemed by lot. If less than all of the Bonds stated to mature on different dates shall be called for redemption, the particular Bonds or portions thereof to be redeemed shall be called in such manner as the Town may determine.

Not more than sixty (60) nor less than thirty (30) days before the redemption date of any Bonds to be redeemed, whether such redemption be in whole or in part, the Town shall cause a notice of such redemption to be filed with the Bond Registrar and to be mailed, postage prepaid, to the registered owner of each Bond to be redeemed in whole or in part to his or her address appearing upon the registration books of the Town, provided that such notice to Cede & Co. shall be given by certified or registered mail or otherwise as prescribed by DTC. Failure to mail such notice or any defect therein shall not affect the validity of the redemption with regard to registered owners to whom such notice was properly given. Each such notice shall set forth the date designated for redemption, the redemption price to be paid and the maturities of the Bonds to be redeemed. In the event that Certificated Bonds are outstanding, each such notice to the registered owners thereof shall also set forth, if less than all of the Bonds of any maturity then outstanding shall be called for redemption, the distinctive numbers and letters, if any, of such Bonds to be redeemed and, in the case of any Bond to be redeemed in part only, the portion of the principal amount thereof to be redeemed. If any Bond is to be redeemed in part only, the notice of redemption shall state also that on or after the redemption date, upon surrender of such Bond, a new Bond or Bonds in principal amount equal to the unredeemed portion of such Bond will be issued.

Any notice of redemption, except a notice of redemption in respect of a mandatory sinking fund redemption, may state that the redemption to be effected is conditioned upon the receipt by the Bond Registrar on or prior to the redemption date of moneys sufficient to pay the principal of and interest on the Bonds to be redeemed, and that if such moneys are not so received, such notice shall be of no force or effect and such Bond shall not be required to be redeemed. In the event that such notice contains such a condition and moneys sufficient to pay the redemption price and interest on such Bonds are not received by the Bond Registrar on or prior to the redemption date, the redemption shall not be made and the Bond Registrar shall within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such moneys were not so received.

On or before the date fixed for redemption, moneys shall be deposited with the Bond Registrar to pay the principal of the Bonds or portions thereof called for redemption, as well as the interest accruing thereon to such redemption date.

On the date fixed for redemption, notice having been given in the manner and under the conditions hereinabove provided, the Bonds or portions thereof called for redemption shall be due and payable at the redemption price provided therefor, plus accrued interest to such date. If moneys sufficient to pay the redemption price of the Bonds or portions thereof to be redeemed, plus accrued interest thereon to the date fixed for redemption, are held by the Bond Registrar in trust for the registered owners of Bonds or portions thereof to be redeemed, interest on the Bonds or portions thereof called for redemption shall cease to accrue, such Bonds or portions thereof

shall cease to be entitled to any benefits or security under this resolution or to be deemed outstanding, and the registered owners of such Bonds or portions thereof shall have no rights in respect thereof except to receive payment of the redemption price thereof, plus accrued interest thereon to such redemption date.

If a portion of a Bond shall be selected for redemption, the registered owner thereof or his or her attorney or legal representative shall present and surrender such Bond to the Bond Registrar for payment of the principal amount thereof so called for redemption, and the Bond Registrar shall authenticate and deliver to or upon the order of such registered owner or his or her legal representative, without charge therefor, for the unredeemed portion of the principal amount of the Bond so surrendered, a Bond or Bonds of the same maturity, of any denomination or denominations authorized by this resolution and bearing interest at the same rate.

Section 5. Bonds, upon surrender thereof at the office of the Bond Registrar together with an assignment duly executed by the registered owner or his or her attorney or legal representative in such form as shall be satisfactory to the Bond Registrar, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of Bonds of the same maturity, of any denomination or denominations authorized by this resolution and bearing interest at the same rate.

The transfer of any Bond may be registered only upon the registration books of the Town upon the surrender thereof to the Bond Registrar together with an assignment duly executed by the registered owner or his or her attorney or legal representative in such form as shall be satisfactory to the Bond Registrar. Upon any such registration of transfer, the Bond Registrar shall authenticate and deliver in exchange for such Bond a new Bond or Bonds, registered in the name of the transferee, of any denomination or denominations authorized by this resolution, in an aggregate principal amount equal to the unredeemed principal amount of such Bond so surrendered, of the same maturity and bearing interest at the same rate.

In all cases in which Bonds shall be exchanged or the transfer of Bonds shall be registered hereunder, the Bond Registrar shall authenticate and deliver at the earliest practicable time Bonds in accordance with the provisions of this resolution. All Bonds surrendered in any such exchange or registration of transfer shall forthwith be canceled by the Bond Registrar. The Town or the Bond Registrar may make a charge for shipping and out-of-pocket costs for every such exchange or registration of transfer of Bonds sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or registration of transfer, but no other charge shall be made by the Town or the Bond Registrar for exchanging or registering the transfer of Bonds under this resolution.

As to any Bond, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Bond and the interest on any such Bond shall be made only to or upon the order of the registered owner thereof or his or her legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

The Town shall appoint such registrars, transfer agents, depositaries or other agents as may be necessary for the registration, registration of transfer and exchange of Bonds within a reasonable time according to then current commercial standards and for the timely payment of principal of and interest on the Bonds. The Finance Director of the Town, or any person at any time acting in such capacity, is hereby appointed the registrar, transfer agent and paying agent for the Bonds (collectively the “Bond Registrar”), subject to the right of the Town Council to appoint another Bond Registrar, and as such shall keep at his office in the Town, the books of the Town for the registration, registration of transfer, exchange and payment of the Bonds as provided in this resolution.

Section 6. The Town covenants that, to the extent permitted by the Constitution and laws of the State of North Carolina, it will comply with the requirements of the Internal Revenue Code of 1986, as amended or as may be amended from time to time, and any Treasury regulations now or hereafter promulgated thereunder, to the extent necessary so that interest on the Bonds will not be included in gross income of the owners of the Bonds for federal income tax purposes.

Section 7. All actions of the Mayor, the Town Manager, the Finance Director and the Town Clerk of the Town in applying to the Local Government Commission of North Carolina to advertise and sell the Bonds are hereby approved, ratified and confirmed, and the Local Government Commission of North Carolina is hereby requested to ask for sealed bids for the Bonds by providing notices and printing and distributing a Preliminary Official Statement, to be dated as of the date of delivery thereof, relating to the sale of the Bonds. Such Preliminary Official Statement, in substantially the form presented at this meeting, is hereby authorized and approved.

The preparation of a final Official Statement (the “Final Official Statement”), which will be in the form of the Preliminary Official Statement, but will include certain pricing and other information to be made available to the successful bidder for the Bonds by the Local Government Commission of North Carolina, is hereby approved, and the Mayor, the Town Manager and the Finance Director of the Town are hereby authorized to execute and deliver the Final Official Statement for and on the behalf of the Town, and such execution shall be conclusive evidence of the approval of the Town Council of the Final Official Statement.

Section 8. The Town hereby undertakes, for the benefit of the beneficial owners of the Bonds, to provide to the Municipal Securities Rulemaking Board (the “MSRB”):

(a) by not later than seven months from the end of each fiscal year of the Town, beginning with the fiscal year ending June 30, 2020, audited financial statements of the Town for such fiscal year, if available, prepared in accordance with Section 159-34 of the General Statutes of North Carolina, as it may be amended from time to time, or any successor statute, or, if such audited financial statements of the Town are not available by seven months from the end of such fiscal year, unaudited financial statements of the Town for such fiscal year to be replaced subsequently by audited financial statements of the Town to be delivered within fifteen (15) days after such audited financial statements become available for distribution;

(b) by not later than seven months from the end of each fiscal year of the Town, beginning with the fiscal year ending June 30, 2020, (i) the financial and statistical data as of a date not earlier than the end of the preceding fiscal year for the type of information included under the headings “THE TOWN - Debt Information and - Tax Information” (excluding any information on overlapping units) in the Final Official Statement and (ii) the combined budget of the Town for the current fiscal year, to the extent such items are not included in the audited financial statements referred to in (a) above;

(c) in a timely manner not in excess of ten business days after the occurrence of the event, notice of any of the following events with respect to the Bonds:

(1) principal and interest payment delinquencies;

(2) non-payment related defaults, if material;

(3) unscheduled draws on debt service reserves reflecting financial difficulties;

(4) unscheduled draws on credit enhancements reflecting financial difficulties;

(5) substitution of credit or liquidity providers, or their failure to perform;

(6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds or other material events affecting the tax status of the Bonds;

(7) modification to the rights of the beneficial owners of the Bonds, if material;

(8) bond calls, other than pursuant to mandatory sinking fund redemption, if material, and tender offers;

(9) defeasances;

(10) release, substitution or sale of any property securing repayment of the Bonds, if material;

(11) rating changes;

(12) bankruptcy, insolvency, receivership or similar event of the Town;

(13) the consummation of a merger, consolidation or acquisition involving the Town or the sale of all or substantially all of the assets of the Town, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

(14) appointment of a trustee or a successor or additional trustee or the change of name of a trustee, if material;

(15) incurrence of a financial obligation (as defined below) of the Town, if material, or agreement to covenants, events of default, remedies, priority rights or other similar terms of a financial obligation of the Town, any of which affect beneficial owners of the Bonds, if material; and

(16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Town, any of which reflect financial difficulties; and

(d) in a timely manner, notice of a failure of the Town to provide required annual financial information described in (a) or (b) above on or before the date specified.

All information provided to the MSRB as described in this Section shall be provided in an electronic format as prescribed by the MSRB and accompanied by identifying information as prescribed by the MSRB.

The Town may meet the continuing disclosure filing requirement described above by complying with any other procedure that may be authorized or required by the United States Securities and Exchange Commission.

For the purposes of this Section, “financial obligation” means (a) a debt obligation, (b) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (c) a guarantee of either clause (a) or (b) above. The term “financial obligation” shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with Rule 15c2-12 issued under the Securities Exchange Act of 1934 (“Rule 15c2-12”).

If the Town fails to comply with the undertaking described above, any beneficial owner of the Bonds may take action to protect and enforce the rights of all beneficial owners with respect to such undertaking, including an action for specific performance; provided, however, that failure to comply with such undertaking shall not be an event of default and shall not result in any acceleration of the Bonds. All actions shall be instituted, had and maintained in the manner provided in this paragraph for the benefit of all beneficial owners of the Bonds.

The Town reserves the right to modify from time to time the information to be provided to the extent necessary or appropriate in the judgment of the Town, provided that:

(a) any such modification may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the Town;

(b) the information to be provided, as modified, would have complied with the requirements of Rule 15c2-12 as of the date of the Final Official Statement, after taking into account any amendments or interpretations of Rule 15c2-12, as well as any changes in circumstances; and

(c) any such modification does not materially impair the interests of the beneficial owners of the Bonds, as determined either by parties unaffiliated with the Town (such as bond counsel), or by the approving vote of the registered owners of a majority in principal amount of the Bonds pursuant to the terms of this resolution, as this resolution may be amended from time to time, at the time of such amendment.

In the event that the Town makes such a modification, the annual financial information containing the modified operating data or financial information shall explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

The provisions of this Section shall terminate upon payment, or provision having been made for payment in a manner consistent with Rule 15c2-12, in full of the principal of and interest on all of the Bonds.

Section 9. The Mayor, the Town Manager, the Finance Director and the Town Clerk or any deputy or assistant Town Clerk of the Town are hereby authorized and directed to execute and deliver such closing and other documents necessary for the purpose of facilitating the sale and issuance of the Bonds in a manner consistent with the terms of this resolution.

Section 10. This resolution shall take effect upon its adoption.

Upon motion of Council Member _____, seconded by Council Member _____, the foregoing resolution entitled “RESOLUTION PROVIDING FOR THE SALE AND ISSUANCE OF \$28,000,000 GENERAL OBLIGATION PARKS AND RECREATION BONDS, SERIES 2020B” was adopted by the following vote:

Ayes: _____

Noes: _____

Thereupon, _____ introduced the following resolution the title of which was read and a copy of which had been previously distributed to each Council Member:

RESOLUTION PROVIDING FOR THE SALE AND ISSUANCE OF NOT TO EXCEED \$3,200,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020

BE IT RESOLVED by the Town Council (the “Town Council”) of the Town of Apex, North Carolina (the “Town”):

Section 1. The Town Council has determined and does hereby find and declare as follows:

(a) An order authorizing \$3,200,000 General Obligation Refunding Bonds was adopted by the Town Council of the Town on April 7, 2020, which order has taken effect.

(b) None of said bonds have been issued, no notes have been issued in anticipation of the receipt of the proceeds of the sale of said bonds and it is necessary to issue not exceeding \$3,200,000 of such bonds at this time.

(c) The shortest period of time in which the outstanding General Obligation Street and Sidewalk Improvement Bonds, Series 2009 (the "2009 Bonds") of said Town, dated June 25, 2009, to be refunded by said bonds can be finally paid without making it unduly burdensome on the taxpayers of the Town as determined by the Local Government Commission of North Carolina (the "Commission") is a period which expires on June 1, 2029, and that the end of the unexpired period of usefulness of the street and sidewalk improvements financed by the 2009 Bonds is estimated as a period of at least twenty (20) years from June 25, 2009, the date of the 2009 Bonds, and that such period expires on June 25, 2029.

Section 2. Pursuant to said order, there shall be issued bonds of the Town in the aggregate principal amount not to exceed \$3,200,000 designated "General Obligation Refunding Bonds, Series 2020" and dated the date of delivery thereof (the "Bonds"). The exact aggregate principal amount of the Bonds and the principal amount of each maturity of the Bonds to be issued shall be determined by the Town at the time the Bonds are sold in accordance with the provisions of the Notice of Sale relating to the Bonds. The Bonds shall be issued in an amount sufficient to provide funds to (a) refund all or a portion of the Refunded Bonds (hereinafter defined) and (b) pay the fees and expenses incurred in connection with the sale and issuance of the Bonds. Subject to the provisions of this resolution, the Bonds shall mature at such times and in such amounts and bear interest at a rate or rates to be determined by the Commission, with the approval of the Town, at the time the Bonds are sold, which interest to the respective maturities thereof shall be payable on each June 1 and December 1, beginning December 1, 2020, until payment of such principal sum.

The Bonds shall be offered and sold pursuant to the terms of the Notice of Sale relating to the Bonds; provided, however, that the Bonds shall be sold at a purchase price of not less than 99% of the aggregate principal amount of the Bonds, and the interest rates on the Bonds shall not result in an aggregate true interest cost in excess of 3.30% per annum. The final maturity of the Bonds shall not be later than June 1, 2029.

Each Bond shall bear interest from the interest payment date next preceding the date on which it is authenticated, unless it is (a) authenticated upon an interest payment date, in which event it shall bear interest from such interest payment date or (b) authenticated prior to the first interest payment date, in which event it shall bear interest from its date; provided, however, that if at the time of authentication interest is in default, such Bond shall bear interest from the date to which interest has been paid.

The principal of and the interest on the Bonds shall be payable in any coin or currency of the United States of America which is legal tender for the payment of public and private debts on the respective dates of payment thereof.

The Bonds shall be issued by means of a book-entry system with no physical distribution of Bond certificates to be made except as hereinafter provided. One Bond certificate with respect to each date on which the Bonds are stated to mature, in the aggregate principal amount of the Bonds stated to mature on such date and registered in the name of Cede & Co., as nominee of The Depository Trust Company (“DTC”), shall be issued and required to be deposited with DTC and immobilized in its custody. The book-entry system will evidence ownership of the Bonds in the principal amount of \$5,000 or any whole multiple thereof, with transfers of ownership effected on the records of DTC and its participants pursuant to rules and procedures established by DTC and its participants. The principal of each Bond shall be payable to Cede & Co. or any other person appearing on the registration books of the Town hereinafter provided for as the registered owner of such Bond or her registered assigns or legal representative at such office of the Bond Registrar mentioned hereinafter or such other place as the Town may determine upon the presentation and surrender thereof as the same shall become due and payable. Payment of the interest on each Bond shall be made by said Bond Registrar on each interest payment date to the registered owner of such Bond (or the previous Bond or Bonds evidencing the same debt as that evidenced by such Bond) at the close of business on the record date for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding such interest payment date, by check mailed to such person at his or her address as it appears on such registration books; provided, however, that for so long as the Bonds are deposited with DTC, the payment of the principal of and interest on the Bonds shall be made to DTC in same-day funds by 2:30 p.m. or otherwise as determined by the rules and procedures established by DTC. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC, and transfer of principal and interest payments to beneficial owners of the Bonds by participants of DTC will be the responsibility of such participants and other nominees of such beneficial owners. The Town shall not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing records maintained by DTC, its participants or persons acting through such participants.

In the event that (a) DTC determines not to continue to act as securities depository for the Bonds or (b) the Finance Director of the Town determines that continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect the interests of the beneficial owners of the Bonds, the Town will discontinue the book-entry system with DTC. If the Town identifies another qualified securities depository to replace DTC, the Town will make arrangements with DTC and such other depository to effect such replacement and deliver replacement Bonds registered in the name of such other depository or its nominee in exchange for the outstanding Bonds, and the references to DTC or Cede & Co. in this resolution shall thereupon be deemed to mean such other depository or its nominee. If the Town fails to identify another qualified securities depository to replace DTC, the Town shall deliver replacement Bonds in the form of fully-registered certificates in denominations of \$5,000 or any whole multiple thereof (“Certificated Bonds”) in exchange for the outstanding Bonds as required by DTC and others. Upon the request of DTC, the Town may also deliver one or more Certificated Bonds to any participant of DTC in exchange for Bonds credited to its account with DTC.

Unless indicated otherwise, the provisions of this resolution that follow shall apply to all Bonds issued or issuable hereunder, whether initially or in replacement thereof.

Section 3. The Bonds shall bear the manual or facsimile signatures of the Mayor or Mayor Pro Tem and the Town Clerk or any deputy or assistant Town Clerk of the Town, and the official seal or a facsimile of the official seal of the Town shall be impressed or imprinted, as the case may be, on the Bonds.

The certificate of the Commission to be endorsed on all Bonds shall bear the manual or facsimile signature of the Secretary of the Commission and the certificate of authentication of the Bond Registrar to be endorsed on all Bonds shall be executed as hereinafter provided.

In case any officer of the Town or the Commission whose manual or facsimile signature shall appear on any Bonds shall cease to be such officer before the delivery of such Bonds, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if he had remained in office until such delivery, and any Bond may bear the manual or facsimile signatures of such persons as at the actual time of the execution of such Bond shall be the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

No Bond shall be valid or become obligatory for any purpose or be entitled to any benefit or security under this resolution until it shall have been authenticated by the execution by the Bond Registrar of the certificate of authentication endorsed thereon.

The Bonds and the endorsements thereon shall be in substantially the following form:

Unless this bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Town of Apex, North Carolina or its agent for registration or transfer, exchange, or payment, and any bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

No. R-__ \$_____

United States of America
State of North Carolina

TOWN OF APEX
GENERAL OBLIGATION REFUNDING BOND, SERIES 2020

<u>Maturity Date</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
June 1, 20__	_____%	_____

The Town of Apex, a municipal corporation duly organized and validly existing under the laws of the State of North Carolina, is justly indebted and for value received hereby promises to pay to

CEDE & CO.

or registered assigns or legal representative on the date specified above, upon the presentation and surrender hereof, at the office of the Finance Director of said Town (the "Bond Registrar"), in Louisburg, North Carolina, the principal sum of

_____ DOLLARS

and to pay interest on such principal sum from the date hereof or from June 1 or December 1 next preceding the date of authentication to which interest shall have been paid, unless such date of authentication is June 1 or December 1 to which interest shall have been paid, in which case from such date, such interest to the maturity hereof being payable on each June 1 and December 1, beginning December 1, 2020, at the rate per annum specified above, until payment of such principal sum. The interest so payable on any such interest payment date will be paid to the person in whose name this bond (or the previous bond or bonds evidencing the same debt as that evidenced by this bond) is registered at the close of business on the record date for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding such interest payment date, by check mailed to such person at his or her address as it appears on the bond registration books of said Town; provided, however, that for so long as the Bonds (hereinafter defined) are deposited with The Depository Trust Company ("DTC"), the payment of the principal of and interest on the Bonds shall be made to DTC in same day funds by 2:30 p.m. or otherwise as determined by the rules and procedures established by DTC. Both the principal of and the interest on this bond shall be paid in any coin or currency of the United States of America that is legal tender for the payment of public and private debts on the respective dates of payment thereof. For the prompt payment hereof, both principal and interest as the same shall become due, the faith and credit of said Town are hereby irrevocably pledged.

This bond is one of an issue of bonds designated "General Obligation Refunding Bonds, Series 2020" (the "Bonds") and issued by said Town for the purpose of providing funds, together with any other available funds, to refund certain outstanding general obligation bonds of said Town. The Bonds are issued under and pursuant to The Local Government Bond Act, as amended, Article 7, as amended, of Chapter 159 of the General Statutes of North Carolina, an order adopted by the Town Council of said Town, which order has taken effect, and a resolution duly adopted by said Town Council (the "Resolution").

The Bonds are not subject to redemption prior to their respective maturities.

The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Resolution. One bond certificate with respect to each date on which the Bonds are stated to mature, in the aggregate principal amount of the Bonds stated to mature on such date and registered in the name of Cede & Co., as nominee of DTC, is being issued and required to be deposited with DTC and immobilized in its custody. The book-entry system will evidence ownership of the Bonds in the principal amount of \$5,000 or any whole multiple thereof, with transfers of ownership effected on the records of DTC and its participants pursuant to rules and procedures established by DTC and its participants. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC, and transfer of principal and interest payments to beneficial owners of the Bonds by participants of DTC will be the responsibility of such participants and other

nominees of such beneficial owners. Said Town will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants.

In certain events, said Town will be authorized to deliver replacement Bonds in the form of fully-registered certificates in the denomination of \$5,000 or any whole multiple thereof in exchange for the outstanding Bonds as provided in the Resolution.

At the office of the Bond Registrar, in the manner and subject to the conditions provided in the Resolution, Bonds may be exchanged for an equal aggregate principal amount of Bonds of the same maturity, of authorized denominations and bearing interest at the same rate.

The Bond Registrar shall keep at his or her office the books of said Town for the registration of transfer of Bonds. The transfer of this bond may be registered only upon such books and as otherwise provided in the Resolution upon the surrender hereof to the Bond Registrar together with an assignment duly executed by the registered owner hereof or his or her attorney or legal representative in such form as shall be satisfactory to the Bond Registrar. Upon any such registration of transfer, the Bond Registrar shall deliver in exchange for this bond a new Bond or Bonds, registered in the name of the transferee, of authorized denominations, in an aggregate principal amount equal to the outstanding principal amount of this bond, of the same maturity and bearing interest at the same rate.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of North Carolina to happen, exist and be performed precedent to and in the issuance of this bond have happened, exist and have been performed in regular and due form and time as so required; that provision has been made for the levy and collection of a direct annual tax upon all taxable property within said Town sufficient to pay the principal of and the interest on this bond as the same shall become due; and that the total indebtedness of said Town, including this bond, does not exceed any constitutional or statutory limitation thereon.

This bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Resolution until this bond shall have been authenticated by the execution by the Bond Registrar of the certificate of authentication endorsed hereon.

IN WITNESS WHEREOF, the Town of Apex, North Carolina, by resolution duly adopted by its Town Council, has caused this bond to be manually signed by the Mayor and the Town Clerk of the Town and its official seal to be impressed hereon, all as of the ____ day of June, 2020.

[Do not sign] _____
Mayor

[SEAL]

[Do not sign] _____
Town Clerk

CERTIFICATE OF LOCAL GOVERNMENT COMMISSION

The issuance of the within bond has been approved under the provisions of The Local Government Bond Act of North Carolina.

[Do not sign] _____
Secretary, Local Government Commission

CERTIFICATE OF AUTHENTICATION

This bond is one of the Bonds of the series designated herein and issued under the provisions of the within-mentioned Resolution.

[Do not sign] _____
Finance Director, as Bond Registrar

Date of authentication: _____

ASSIGNMENT

FOR VALUE RECEIVED the undersigned registered owner thereof hereby sells, assigns and transfers unto _____

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____

_____, attorney to register the transfer of said bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

In the presence of:

NOTICE: The signature must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program.

The signature to this assignment must correspond with the name as it appears on the face of the within Bond in every particular, without alteration of enlargement or any change whatever.

Certificated Bonds issuable hereunder shall be in substantially the form of the Bonds registered in the name of Cede & Co. with such changes as are necessary to reflect the provisions of this resolution that are applicable to Certificated Bonds.

Section 4. The Bonds are not subject to redemption prior to their respective maturities.

Section 5. Bonds, upon surrender thereof at the office of the Bond Registrar, together with an assignment duly executed by the registered owner or his attorney or legal representative in such form as shall be satisfactory to the Bond Registrar, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of Bonds of the same maturity, of any denomination or denominations authorized by this resolution and bearing interest at the same rate.

The transfer of any Bond may be registered only upon the registration books of the Town upon the surrender thereof to the Bond Registrar together with an assignment duly executed by the registered owner or his attorney or legal representative in such form as shall be satisfactory to the Bond Registrar. Upon any such registration of transfer, the Bond Registrar shall authenticate and deliver in exchange for such Bond a new Bond or Bonds, registered in the name of the transferee, of any denomination or denominations authorized by this resolution, in an aggregate principal amount equal to the principal amount of such Bond so surrendered, of the same maturity and bearing interest at the same rate.

In all cases in which Bonds shall be exchanged or the transfer of Bonds shall be registered hereunder, the Bond Registrar shall authenticate and deliver at the earliest practicable time Bonds in accordance with the provisions of this resolution. All Bonds surrendered in any such exchange or registration of transfer shall forthwith be canceled by the Bond Registrar. The Town or the Bond Registrar may make a charge for shipping and out-of-pocket costs for every such exchange or registration of transfer of Bonds sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or registration of transfer, but no other charge shall be made by the Town or the Bond Registrar for exchanging or registering the transfer of Bonds under this resolution.

As to any Bond, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Bond and the interest on any such Bond shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

The Town shall appoint such registrars, transfer agents, depositaries or other agents as may be necessary for the registration, registration of transfer, exchange and payment of the Bonds within a reasonable time according to then current commercial standards and for the timely payment of principal of and interest on the Bonds. The Finance Director of the Town, or any person at any time acting in such capacity, is hereby appointed the registrar, transfer agent and paying agent for the Bonds (collectively, the "Bond Registrar"), subject to the right of the Town Council for the Town to appoint another Bond Registrar, and as such shall keep at his

office in the Town, the books of the Town for the registration, registration of transfer, exchange and payment of the Bonds as provided in this resolution.

Section 6. The Town covenants that, to the extent permitted by the Constitution and laws of the State of North Carolina, it will comply with the requirements of the Internal Revenue Code of 1986, as amended or as may be amended from time to time, and any Treasury regulations now or hereafter promulgated thereunder, to the extent necessary so that interest on the Bonds will not be included in gross income of the owners of the Bonds for federal income tax purposes.

Section 7. All actions of the Mayor, the Town Manager, the Finance Director and the Town Clerk of the Town in applying to the Local Government Commission of North Carolina to advertise and sell the Bonds are hereby approved, ratified and confirmed, and the Local Government Commission of North Carolina is hereby requested to ask for sealed bids for the Bonds by providing notices and printing and distributing a Preliminary Official Statement, to be dated as of the date of delivery thereof, relating to the sale of the Bonds. Such Preliminary Official Statement, in substantially the form presented at this meeting, is hereby authorized and approved.

The preparation of a final Official Statement (the “Final Official Statement”), which will be in the form of the Preliminary Official Statement, but will include certain pricing and other information to be made available to the successful bidder for the Bonds by the Local Government Commission of North Carolina, is hereby approved, and the Mayor, the Town Manager and the Finance Director of the Town are hereby authorized to execute and deliver the Final Official Statement for and on the behalf of the Town, and such execution shall be conclusive evidence of the approval of the Town Council of the Final Official Statement.

Section 8. The Town hereby undertakes, for the benefit of the beneficial owners of the Bonds, to provide to the Municipal Securities Rulemaking Board (the “MSRB”):

(a) by not later than seven months from the end of each fiscal year of the Town, beginning with the fiscal year ending June 30, 2020, audited financial statements of the Town for such fiscal year, if available, prepared in accordance with Section 159-34 of the General Statutes of North Carolina, as it may be amended from time to time, or any successor statute, or, if such audited financial statements of the Town are not available by seven months from the end of such fiscal year, unaudited financial statements of the Town for such fiscal year to be replaced subsequently by audited financial statements of the Town to be delivered within fifteen (15) days after such audited financial statements become available for distribution;

(b) by not later than seven months from the end of each fiscal year of the Town, beginning with the fiscal year ending June 30, 2020, (i) the financial and statistical data as of a date not earlier than the end of the preceding fiscal year for the type of information included under the headings “THE TOWN - Debt Information and - Tax Information” (excluding any information on overlapping units) in the Final Official Statement and (ii) the combined budget of the Town for the current fiscal year, to the extent such items are not included in the audited financial statements referred to in (a) above;

(c) in a timely manner not in excess of ten business days after the occurrence of the event, notice of any of the following events with respect to the Bonds:

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds or other material events affecting the tax status of the Bonds;
- (7) modification to the rights of the beneficial owners of the Bonds, if material;
- (8) bond calls, if material, and tender offers;
- (9) defeasances;
- (10) release, substitution or sale of any property securing repayment of the Bonds, if material;
- (11) rating changes;
- (12) bankruptcy, insolvency, receivership or similar event of the Town;
- (13) the consummation of a merger, consolidation or acquisition involving the Town or the sale of all or substantially all of the assets of the Town, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (14) appointment of a trustee or a successor or additional trustee or the change of name of a trustee, if material;
- (15) incurrence of a financial obligation (as defined below) of the Town, if material, or agreement to covenants, events of default, remedies, priority rights or other similar terms of a financial obligation of the Town, any of which affect beneficial owners of the Bonds, if material; and
- (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Town, any of which reflect financial difficulties; and

(d) in a timely manner, notice of a failure of the Town to provide required annual financial information described in (a) or (b) above on or before the date specified.

All information provided to the MSRB as described in this Section shall be provided in an electronic format as prescribed by the MSRB and accompanied by identifying information as prescribed by the MSRB.

The Town may meet the continuing disclosure filing requirement described above by complying with any other procedure that may be authorized or required by the United States Securities and Exchange Commission.

For the purposes of this Section, “financial obligation” means (a) a debt obligation, (b) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (c) a guarantee of either clause (a) or (b) above. The term “financial obligation” shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with Rule 15c2-12 issued under the Securities Exchange Act of 1934 (“Rule 15c2-12”).

If the Town fails to comply with the undertaking described above, any beneficial owner of the Bonds may take action to protect and enforce the rights of all beneficial owners with respect to such undertaking, including an action for specific performance; provided, however, that failure to comply with such undertaking shall not be an event of default and shall not result in any acceleration of the Bonds. All actions shall be instituted, had and maintained in the manner provided in this paragraph for the benefit of all beneficial owners of the Bonds.

The Town reserves the right to modify from time to time the information to be provided to the extent necessary or appropriate in the judgment of the Town, provided that:

(a) any such modification may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the Town;

(b) the information to be provided, as modified, would have complied with the requirements of Rule 15c2-12 as of the date of the Final Official Statement, after taking into account any amendments or interpretations of Rule 15c2-12, as well as any changes in circumstances; and

(c) any such modification does not materially impair the interests of the beneficial owners of the Bonds, as determined either by parties unaffiliated with the Town (such as bond counsel), or by the approving vote of the registered owners of a majority in principal amount of the Bonds pursuant to the terms of this resolution, as this resolution may be amended from time to time, at the time of such amendment.

In the event that the Town makes such a modification, the annual financial information containing the modified operating data or financial information shall explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

The provisions of this Section shall terminate upon payment, or provision having been made for payment in a manner consistent with Rule 15c2-12, in full of the principal of and interest on all of the Bonds.

Section 9. Subject to the next succeeding sentence, the Town hereby determines to refund all of the outstanding 2009 Bonds maturing June 1, 2021 to 2029, inclusive (the "Refunded Bonds"). If, on or prior to the sale date of the Bonds, the Finance Director of the Town shall determine that it is in the best economic interests of the Town not to refund all or any portion of the Refunded Bonds, the Finance Director is hereby authorized to make changes in the amounts and maturities of such Refunded Bonds to be refunded, such changes to be set forth in a certificate executed and delivered by the Finance Director of the Town on the date of issuance of the Bonds.

Subject to the refunding of the Refunded Bonds as provided above, the Refunded Bonds are hereby called for redemption on June 5, 2020 in accordance with the provisions of the Refunded Bonds, the resolution authorizing the issuance of the Refunded Bonds and this resolution. The Finance Director of the Town, as bond registrar and paying agent for the Refunded Bonds, is hereby directed to provide a notice of such redemption at the time and in the manner set forth in the Refunded Bonds and the resolution authorizing the issuance of the Refunded Bonds.

Section 10. The Mayor, the Town Manager, the Town Attorney, the Finance Director and the Town Clerk or any deputy or assistant Town Clerk of the Town are hereby authorized and directed to execute and deliver such closing and other documents and take such other actions as may be necessary for the purpose of facilitating the sale and issuance of the Bonds and the refunding of the Refunded Bonds in a manner consistent with the terms of this resolution.

Section 12. This resolution shall take effect upon its adoption.

Upon motion of Council Member _____, seconded by Council Member _____, the foregoing resolution entitled "RESOLUTION PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$3,200,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020" was adopted by the following vote:

Ayes: _____

Noes: _____

* * * * *

I, Donna B. Hosch, MMC, NCCMC, Town Clerk of the Town of Apex, North Carolina, DO HEREBY CERTIFY that the foregoing is a true copy of so much of the proceedings of the Town Council of said Town at a regular meeting held on May 5, 2020, as relates in any way to the adoption of the foregoing resolutions providing for the sale and issuance of general obligation bonds of said Town.

I DO HEREBY FURTHER CERTIFY that proper notice of such regular meeting was given as required by North Carolina law.

WITNESS my hand and the official seal of said Town this 5th day of May, 2020.

Town Clerk

[SEAL]

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: NEW BUSINESS

Meeting Date: May 5, 2020

Item Details

Presenter(s): Marty D. Stone, Assistant Town Manager

Department(s): Administration

Requested Motion

Discussion on the future use of town properties located at 320 and 322 N. Mason Street and direction on the same.

Approval Recommended?

N/A

Item Details

In September 2017, the Town of Apex purchased the former Grocery Boy Jr. site (1.24 acres) located at 322 N. Mason Street because of its proximity to the current town hall campus and its potential to be utilized for future office space. In August 2019, the Town purchased 320 N. Mason Street to allow more flexibility in how the town may use 322 N. Mason Street in the future to serve the community. Staff is in need of direction on how Council would like to move forward to use these properties to serve the public most effectively.

Attachments

N/A

