



AGENDA | REGULAR TOWN COUNCIL MEETING

December 13, 2022 at 6:00 PM

Council Chambers - Apex Town Hall, 73 Hunter Street

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

Town Council and Administration

Mayor: Jacques K. Gilbert | Mayor Pro Tem: Audra Killingworth

Council Members: Brett D. Gantt; Terry Mahaffey; Edward Gray, Vacant Seat

Town Manager: Catherine Crosby | Deputy Town Manager: Shawn Purvis | Assistant Town Manager: Marty Stone

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

COMMENCEMENT

Call to Order | Invocation | Pledge of Allegiance

Special School Singing - Apex Friendship Elementary School

CONSENT AGENDA

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

CN1 Agreement - Spectrum Enterprise Service - Additional Facilities - Continuous Term

Erika Sacco, IT Director, and Marty Stone, Assistant Town Manager

CN2 Annexation No. 735 - Hatcher Property - 28.8420 acres

Allen Coleman, Town Clerk

CN3 Annexation No. 740 - 1933 Olive Chapel Road - 3.40 acres

Allen Coleman, Town Clerk

CN4 Annexation No. 741 - The Townes at the Station - 16.30 acres

Allen Coleman, Town Clerk

CN5 Appointments - Housing Advisory Board

Allen Coleman, Town Clerk

CN6 Budget Ordinance Amendment No. 11 and Capital Project Ordinance Amendment No. 2023-2 - Humie Olive Road and Blazing Trail - Traffic Signal Design

Chris Johnson, PE, Director, Department of Transportation and Infrastructure

CN7 Budget Ordinance Amendment No. 12 and Capital Project Ordinance Amendment No. 2023-3 - Downtown Safe Routes to School & Transit Connections Project

Chris Johnson, PE, Director, Department of Transportation and Infrastructure

CN8 Development Agreement - DHIC Broadstone Walk LLC

Shawn Purvis, Deputy Town Manager

CN9 Human Resources (HR) Policy Updates and Budget Ordinance Amendment No. 13 - 2022 Pay Study (*Pending*)

Mary Beth Manville, Human Resources Director

CN10 North Carolina League of Municipalities (NCLM) - Voting Delegate 2023-2024

Jacques K. Gilbert, Mayor

CN11 Resolution - Delegation of Authority to Execute Right of Way (ROW) Encroachment Agreements - North Carolina Department of Transportation

Marty Stone, Assistant Town Manager

CN12 Rezoning Case No. 21CZ27 Tingen Road Residential - Set Public Hearing

Shelly Mayo, Planner II, Planning Department

CN13 Rezoning Case No. 22CZ12 Hatcher Property Rezoning - Set Public Hearing

Shelly Mayo, Planner II, Planning Department

CN14 Rezoning Case No. 22CZ17 The Townes at the Station PUD - Set Public Hearing

Shelly Mayo, Planner II, Planning Department

CN15 Rezoning Case No. 22CZ20 The Preserve at Holt - Set Public Hearing

Shelly Mayo, Planner II, Planning Department

CN16 Surplus Badge and Service Weapon - Retiring Sgt. Raymond Rivera

Deputy Chief of Police, Mitch McKinney, Apex Police Department

CN17 Tax Report - October 2022

Allen Coleman, Town Clerk

CN18 Temporary Suspension of Residential Time of Use (TOU) Rate

Eric Neumann, Director, Department of Electric Utilities

CN19 Unified Development Ordinance (UDO) Amendments - January 2023

Dianne Khin, Planning Director, Planning Department

CN20 Unified Development Ordinance (UDO) Amendments - November 2022

Amanda Bunce, Current Planning Manager, Planning Department

PRESENTATIONS

PR1 Economic Development Strategic Plan Presentation

Joanna Helms, Director, Department of Economic Development, and Crystal Morphis, Consultant

PR2 S-Line Transit Oriented Development (TOD) Study Briefing

Shannon Cox, Long Range Planning Manager, and Scott Curry, Associate Planner/Urban Designer

REGULAR MEETING AGENDA

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

PUBLIC FORUM

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

PUBLIC HEARINGS

PH1 Public Art - "Blackbird Circle" Sculpture Purchase and Relocation

Taylor Wray, Special Events Coordinator, Department of Parks, Recreation, and Cultural Resources

NEW BUSINESS

NB1 At-Large Council Vacancy - Process Update

Allen Coleman, Town Clerk

UPDATES BY TOWN MANAGER

CLOSED SESSION

Council will enter into closed session pursuant to:

CS1 Laurie Hohe, Town Attorney

NCGS §143-318.11 (6):

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

CS2 Jacques K. Gilbert, Mayor

NCGS §143-318.11 (6):

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

ADJOURNMENT

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: December 13,2022

Item Details

Presenter(s): Erika Sacco, IT Director, Marty Stone, Assistant Town Manager

Department(s): Information Technology, Administration

Requested Motion

Motion to approve the Spectrum Enterprise Service Agreement and continue to use Spectrum Voice Services at new town locations such as PSS36, Mason St. building, and Pleasant Park.

Approval Recommended?

Yes

Item Details

The agreement is for the addition of Spectrum services for the new town locations for the Town of Apex.

Attachments

- Spectrum Enterprise Service Agreement





SPECTRUM ENTERPRISE SERVICE AGREEMENT

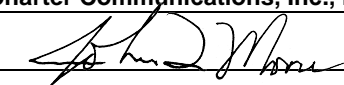
The customer identified below (“Customer”) hereby acknowledges and agrees to the Commercial Terms of Service attached hereto (“Terms of Service”) with respect to any service order(s) placed by Customer and accepted by Spectrum hereafter (each, a “Service Order”), which together with this agreement constitute the “Service Agreement” by and between Customer and Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the services hereunder (“Spectrum”).

Spectrum Sales Support Contact Information
Spectrum Account Executive: William Preston Office: (919) 654-4416 Email: william.preston@charter.com

Customer Information				
Customer Name (Exact Legal Name): TOWN OF APEX				
Street Address: 73 HUNTER ST	Suite:	City: APEX	State: NC	Zip: 27502
Customer’s Main Tel. No.: 919-249-3312				
Customer Contact Name: Erika Sacco	E-mail: Erika.Sacco@apexnc.org		Tel No: 919-249-3312	
Billing Address: 73 HUNTER ST	Suite:	City: APEX	State: NC	Zip: 27502
Billing Contact Name: Steve Maynard	E-mail: Steve.Maynard@apexnc.org		Tel No: 919-249-3375	

Agreement

BY EXECUTING THIS SERVICE AGREEMENT BELOW, CUSTOMER ACKNOWLEDGES THAT: (1) CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY THE TERMS OF SERVICE AND (2) CUSTOMER IS GIVING UP VARIOUS RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY AND TO BRING CLAIMS AS CLASS ACTIONS.

Authorized Signature for Customer	Charter Communications Operating, LLC By: Charter Communications, Inc., its Manager
By:	By: 
Name:	Name: John L Moore
Title:	Title: Director
Date:	Date: 12/6/2022

COMMERCIAL TERMS OF SERVICE

These Terms of Service include all attachments hereto ("Attachment(s)"), and all other documents identified hereunder, each of which are incorporated herein by reference. The Attachments further describe Spectrum's services (each a "Service" and collectively the "Services") and set forth additional terms and conditions for the applicable Service. Spectrum and Customer may each be referred to as a "Party" and collectively as the "Parties." Unless specifically set forth in any Attachment, capitalized terms shall have the meanings set forth in this Service Agreement.

GENERAL

1. SERVICE AGREEMENT TERM. The Service Agreement shall be effective upon the earlier to occur of (a) the latest date of the signatures of the Parties; or (b) Spectrum's commencement of performance (the "Effective Date"). The Service Agreement shall remain in effect until the expiration or proper termination of the final existing Service Order entered into under this Service Agreement (the "Term").

2. SERVICES. Customer shall request Services hereunder by submitting Service Orders in a manner required by Spectrum. All submitted Service Orders are subject to approval and acceptance by Spectrum. Upon Spectrum's acceptance of a Service Order, as indicated by: (a) Spectrum's written acceptance, (b) Spectrum's delivery of the Services, or (c) commencement of installation, such Service Order shall be deemed incorporated into the Service Agreement. Spectrum shall provide the Services to Customer at the Service address(es) specified in the applicable Service Order ("Service Location(s)").

3. ORDER TERM. The "Initial Order Term" is the time period starting on the date the Services are functional in all material respects and available for use (the "Billing Start Date"), and continuing for the period of time specified in the Service Order(s). If no Initial Order Term is specified in a Service Order, the Initial Order Term is twelve (12) months from the Billing Start Date. Upon expiration of the Initial Order Term, the applicable Service Order shall automatically renew for successive one-month terms (each a "Renewal Order Term", collectively with the Initial Order Term, the "Order Term"), unless either Spectrum or Customer elects to not renew the Service Order by notice provided to the other at least thirty (30) days in advance of the expiration of the then-current Order Term.

4. AVAILABILITY OF FACILITIES. Customer understands that certain Services, or certain features, may not be available in all Spectrum service areas, may change from time to time and Spectrum may decline to provide any requested Services. Spectrum's ability to provide Services depends upon its ability to secure and retain, without additional expense, suitable facilities, third party connections, and rights to construct and maintain necessary facilities such as pole attachments and conduits to serve the Service Location. If Spectrum is unable to secure and retain such items in accordance with the foregoing, Spectrum may decline to accept or cancel a Service Order upon notice to Customer in accordance with Section 5(f). Spectrum may act as Customer's agent for ordering access connection facilities provided by other providers or entities when authorized by Customer to allow connection of a Service Location to the Network.

5. SERVICE LOCATION ACCESS AND INSTALLATION.

(a) Access. Spectrum requires reasonable access to each Service Location at any time throughout the Term as necessary for Spectrum to provide the Services and to review, install, inspect, maintain, repair, or remove any Spectrum-provided cabling, modems, related splitters, routers or other equipment ("Spectrum Equipment") used to provide the Services. If Customer owns or controls the Service Location(s), Customer hereby grants Spectrum permission to enter the Service Location(s) in order for Spectrum to fulfill its obligations and exercise its rights under the Service Agreement. If a Service Location is not owned or controlled by Customer, Customer will obtain, with Spectrum's reasonable assistance, appropriate right of access. If such right of access for Spectrum is not obtained by either Party, then Spectrum may decline Customer's request for Services, or terminate or amend the affected Service Order with respect to the Service Location that Spectrum cannot access, without any liability to Customer.

(b) Installation Review. Spectrum may perform, either before or after acceptance of a Service Order, an installation review (including a review of Customer's inside wiring) of each proposed Service Location prior to installation of the Services to determine the serviceability of such network location and/or the need to extend Spectrum's facilities, fiber optic cable, electronics, or other equipment (collectively, the "Network") to provide the Services at the Service Location.

(c) Site Preparation. Customer shall be responsible for necessary preparations at the Service Location(s) for delivery and installation of Spectrum Equipment and the installation and ongoing provision of Services, including the relocation of Customer's equipment, furniture, and furnishings as necessary to access the Spectrum Equipment or Services.

In addition, Customer shall provide Spectrum with floor space, rack space, other space, inside wiring, and clean power all as is reasonably necessary for the installation, operation, and delivery of Spectrum Equipment and Services at the Service Location(s). Customer shall not charge Spectrum, and shall ensure that Spectrum does not incur, any fees or expenses whatsoever in connection with Customer's provision of space, power, inside wiring, or access as described herein, or otherwise in connection with Customer's performance of its obligations pursuant to this section; and any such fees or expenses charged by any other end user accessing or using the Services ("End User") shall be borne solely by Customer. Any failure or refusal by Customer to be ready to receive Services shall not release Customer from its obligation to pay Service Charges for any Services that would otherwise be available for Customer's use.

(d) Installation. Spectrum will schedule one or more installation visits with Customer. At Customer's request, Spectrum may perform installation or maintenance on weekends or times other than during normal business hours; provided, however, Customer may be assessed reasonable, additional Service Charges based on Spectrum's actual incurred labor, material or other costs for such non-routine installation or maintenance. Customer's authorized representative must be present during installation.

If Spectrum is unable to install the Service as a result of (i) Customer's (or any End User's) failure to deliver any required materials, support or information to Spectrum; (ii) Customer's (or any End User's) failure to provide access to a Service Location; (iii) Spectrum's inability to obtain access to equipment at the Service Location as necessary for installation of the Service, or (iv) Customer's Equipment (as defined herein) being inadequate to interconnect with the Services, then Customer shall pay Spectrum a Service Charge at Spectrum's then prevailing rates for any installation trip made by Spectrum and an additional Service Charge for each subsequent trip necessary to perform the Service installation. In addition, if Spectrum's installation of the Service is delayed as a result of Customer's actions or inactions as set forth above or if Customer is otherwise refusing or not ready to receive Services, then Spectrum will notify Customer that Spectrum is ready to finalize installation of the Services (the "Ready Notice") and may begin invoicing Service Charges as set forth in Section 7 upon the earlier of the Billing Start Date or sixty (60) days after the date of the Ready Notice.

Customer shall perform interconnection of the Services and Spectrum Equipment with any Customer- provided or End User equipment (collectively, "Customer Equipment"), unless otherwise set forth in an Attachment or agreed in writing between the Parties, and shall conform its Customer Equipment and software, and ensure that each End User conforms its equipment and software, to the technical specifications for the Service provided by Spectrum.

(e) Spectrum shall be responsible for reasonable restoration efforts necessary to address any displacement resulting from excavation and for those damages directly caused by Spectrum's faulty workmanship or installation of the Service, provided that the boring of holes or insertion of fasteners through the surface of walls for attachment of peripheral equipment will not be deemed damages but rather part of normal workmanship. If the installation and maintenance of Services at the Service Locations is or becomes, in Spectrum's sole opinion, hazardous or dangerous to Spectrum's employees or Network, the public, or property, including without limitation due to the presence of asbestos or other hazardous materials, Spectrum may refuse to install and maintain such Service or stop providing Services until such time as the condition is remedied or an alternative Service Location is designated that is not hazardous or dangerous. Customer shall bear any additional costs incurred by Spectrum arising from any such hazardous or dangerous conditions.

(f) Service Order Revisions and Cancellations. If, either before or after a Service Order is executed, or during the course of this Service Agreement, Spectrum determines that: (i) there is a lack of available service, facilities, or other items as detailed in Section 4, or the criteria outlined in Section 5 are not met; (ii) additional work is necessary to enable Spectrum to deliver the Services to the Service Location; (iii) access, transmission medium, equipment, adequate transmission capacity, services from or interconnection with the services or facilities of other providers, would require an additional cost or are unavailable; (iv) Customer's inside wiring is causing signal leakage which violates the Federal Communications Commission's guidelines; or (v) there is any other cause beyond Spectrum's control that causes an adverse effect on Spectrum's ability to provide the Service, then Spectrum may, at Spectrum's sole discretion, either decline to accept or cancel a Service Order. Alternatively, Spectrum will notify Customer of any additional Service Charges in excess of the amounts previously specified in a quote or Service Order. If Spectrum notifies Customer that additional Service Charges will apply and if Customer does not agree to pay such Service Charges by executing a revised Service Order within five (5) business days of receiving the same, Customer and Spectrum shall each have the right to cancel the applicable Service Order or, if no Service Order has been executed, Spectrum has the right to decline to accept a pending Service Order.

6. EQUIPMENT.

(a) Equipment Responsibilities and Safeguards. Spectrum shall use commercially reasonable efforts to maintain and secure the Spectrum Equipment used by Spectrum to provide Services to Customer. Except as otherwise provided in this Service Agreement or any Service Order(s), Customer shall be responsible for the maintenance or repair of any cable, electronics, structures, equipment, or materials owned or provided by Customer. Customer shall not, and shall not cause any third party to, move, modify, disturb, alter, remove, relocate to another Service Location, install software on the Spectrum Equipment not provided by Spectrum, or otherwise tamper with any portion of the Spectrum Equipment without the prior consent of Spectrum. Customer shall be responsible for loss or damage to the Spectrum Equipment while at Customer's or an End User's facilities. Customer shall also ensure that all Spectrum Equipment at Customer's and End Users' Service Location(s) remains free and clear of all liens and encumbrances.

(b) Customer Security Responsibilities. Customer shall be responsible for all access to and use of the Service, including whether or not Customer has knowledge of or authorizes such access or use. Customer shall be responsible for the implementation of reasonable security measures and procedures with respect to use of and access to the Service Location, Service, and Spectrum Equipment. Customer shall secure and maintain any and all Customer Equipment, including, but not limited to, Private Branch Exchanges (including other non-Spectrum switches, collectively, "PBXs"), where applicable, and any applications accessible through use of Customer Equipment, and shall be solely responsible for any conduct through and any charges incurred on Customer's Service account, regardless of whether such activity or charges are authorized by Customer management or involve fraudulent activity until such time as Customer informs Spectrum of any fraudulent or unauthorized access. Without limiting Customer's responsibilities, Spectrum has the right to implement reasonable measures to track, manage, and secure the connection between any Customer Equipment or applications used by Customer, End Users, or any third party who accesses the Customer Equipment and the Spectrum Network, including without limitation authentication or other security access procedures. Spectrum may suspend any affected Services if Spectrum discovers or becomes aware of any breach or compromise of the security of any Customer Equipment, Service, Service Location, Spectrum Equipment, or connection to the Spectrum Network.

(c) Equipment Return, Retrieval, Repair, and Replacement. Upon termination or expiration of this Service Agreement or Service Order(s) ("Termination"): Customer shall immediately cease all use of and promptly return, if applicable, to Spectrum any software or software services provided by Spectrum ("Software"). Additionally at the discretion and direction of Spectrum: (x) Customer shall return the Spectrum Equipment to Spectrum; (y) Customer shall allow Spectrum to retrieve the Spectrum Equipment, which Spectrum Equipment must be in the condition in which the Spectrum Equipment was originally received by Customer, subject to ordinary wear and tear; or (z) Spectrum may choose not to recover all or certain portions of the Spectrum Equipment at the Customer's Location

If, upon Spectrum's request, Customer fails to return the Spectrum Equipment, or does not allow Spectrum to retrieve the Spectrum Equipment within fifteen (15) days after Services are terminated, Spectrum may, at its discretion charge Customer an amount equal to: (i) Spectrum's then-applicable unreturned equipment charge, or the retail cost of replacement of the unreturned Spectrum Equipment; plus (ii) any and all costs and expenses incurred by Spectrum in obtaining or attempting to regain possession of the Spectrum Equipment. If applicable, Customer shall pay for the repair or replacement of any damaged Spectrum Equipment, except such repairs or replacements as may be necessary due to normal and ordinary wear and tear or material or workmanship defects. The proper disposition of any Spectrum Equipment that is not returned to, or recovered by, Spectrum will be the sole responsibility of Customer, and must be in accordance with applicable laws. The foregoing Customer obligations will survive the termination of Service.

7. **STANDARD PAYMENT TERMS.** Customer shall pay recurring and non-recurring charges, taxes, and fees for the Services in the amount specified on the Service Order and other applicable charges as described in this Service Agreement (collectively, "Service Charges").

(a) Charges. Spectrum invoices for monthly recurring charges specific to the Service(s) ("MRCs"), plus applicable taxes, fees, and surcharges, in advance on a monthly basis. Spectrum invoices for non-recurring, one-time charges ("OTCs") for construction or installation charges after the Billing Start Date or as specified in the Service Order. All other charges, including usage-based charges (e.g., phone usage, pay-per view charges), will be invoiced monthly in arrears. Service Charges are payable within thirty (30) days after the date appearing on the invoice. If Spectrum fails to present a Service Charge in a timely manner, such failure shall not constitute a waiver of the charges for the Services to which it relates, and Customer shall be responsible for and pay such Service Charges when invoiced in accordance with these payment terms. Spectrum shall have the right to increase MRCs for each Service after the Initial Order Term for such Service upon thirty (30) days' notice to Customer.

(b) Taxes, Surcharges, and Fees. Customer shall pay all applicable taxes, fees, or surcharges imposed on or in connection with the Services that are the subject of this Service Agreement, including but not limited to applicable federal, state, and local sales, use, excise, telecommunications, or other taxes, franchise fees, federal and state universal service fund fees, and other state or local governmental charges or regulatory fees, excluding income taxes measured on Spectrum's net income. If a Customer wishes to claim tax-exempt status, then Customer must supply Spectrum with a copy of Customer's tax exemption certificate or other documentation supporting Customer's certification of its entitlement to such exempt status within fifteen (15) days of installation of applicable Services. If Customer supplies such documentation after that time, Spectrum will apply it to Customer's account on a prospective basis, allowing Spectrum at least thirty (30) days for processing. To the extent such documentation is held invalid for any reason, Customer agrees to pay or reimburse Spectrum for any tax or fee not collected or liability incurred, including without limitation related interest and penalties arising from Spectrum's reliance on such invalid certificate or documentation.

Customer hereby consents that Spectrum may disclose such written documentation, which may include a tax exemption form, to any governmental authority. Tax-exempt status shall not relieve Customer of its obligation to pay applicable franchise fees or other non-tax fees and surcharges since the application of such fees and surcharges may not be governed by the tax standing of Customer. Spectrum reserves the right, from time to time, to change the surcharges for Services under this Service Agreement to reflect incurred costs, charges, or obligations imposed on Spectrum to the extent permitted, required, or otherwise not prohibited under applicable law (e.g., universal service fund charges). Furthermore, Spectrum shall have the right to collect or recover from Customer the amount of any state or local fees or taxes arising as a result of this Service Agreement, which are imposed on Spectrum or its services, or otherwise assessed or calculated based on Spectrum's receipts from Customer that Spectrum is entitled under applicable law to pass through to or otherwise charge Customer for Customer's use or receipt of the Services. Such fees or taxes shall be invoiced to Customer in the form of a surcharge included on Customer's invoice.

To the extent that a dispute arises under this Service Agreement as to which Party is liable for fees or taxes, Customer shall bear the burden of proof in showing that the fee or tax is imposed upon Spectrum's net income. This burden may be satisfied by Customer producing written documentation from the jurisdiction imposing the fee or tax indicating that the fee or tax is based on Spectrum's net income. Customer acknowledges that currently, and from time to time, there is uncertainty about the taxability or regulatory classification of some of the Services Spectrum provides and, consequently, uncertainty about what fees, taxes and surcharges are due to or from Spectrum or from its customers. Customer agrees that Spectrum has the right to determine, in its sole discretion, what fees, taxes, and surcharges are due and to collect and remit them to the relevant governmental authorities, or to pay and pass them through to Customer. Customer hereby waives any claims it may have regarding Spectrum's collection or remittance of such fees, taxes, and surcharges.

(c) Change Requests. Any charges associated with a Service, Spectrum Equipment or Customer Equipment installations, changes, or additions requested by Customer subsequent to executing a Service Order for the applicable Service Location are the sole financial responsibility of Customer. Spectrum shall notify Customer of any additional OTCs and/or adjustments to MRCs associated with or applicable to such Customer change requests prior to making any such change. Customer's failure to accept such additional charges within five (5) business days of receiving such notice shall be deemed a rejection by Customer, and Spectrum shall not be required to perform any work giving rise to such charges. For accepted charges, Customer shall be assessed such additional OTCs and/or adjustments of the MRCs either (i) in advance of implementation of the change request or (ii) beginning on Customer's next and/or subsequent invoice(s).

(d) Site Visits and Repairs. If Spectrum visits a Service Location to either inspect the Services or respond to a service request, and Spectrum reasonably determines that the cause of the service issue is not due to a problem arising from the Network or Spectrum Equipment, but rather is due to Customer misuse, abuse, or modification of the Services, Customer Equipment or facilities, or due to similar acts by a third party not under Spectrum's control or direction, then Spectrum may invoice Customer at Spectrum's then-prevailing commercial rates for an on-site visit, plus any charges for Spectrum Equipment repair or replacement as a result of Customer or third party damage that may be necessary.

(e) Invoicing Disputes; Late and Collection Fees. Customer must provide notice to Spectrum of any disputed charges within sixty (60) days of the invoice date on which the disputed charges appear for Customer to receive any credit that may be due. Customer must have and present a reasonable basis for disputing any amount charged. Undisputed amounts not paid within thirty (30) days of the invoice date shall be past due and subject to a late fee up to the lesser of 1.5% of the MRC per month or the maximum amount permitted by law. If Services are suspended due to late payment, Spectrum may require that Customer pay all past due charges, a reconnect fee, and one or more MRCs in advance before reconnecting Services. Spectrum may charge a reasonable service fee for all returned checks and bankcard, credit card or other charge card charge-backs. Customer shall be responsible for all expenses, including reasonable attorney fees and collection costs, incurred by Spectrum in collecting any unpaid amounts due under this Service Agreement.

(f) Credit Verification. Spectrum shall have the right to verify Customer's credit standing at any time.

(g) Bundled Pricing. If Customer has selected a bundled offer, meaning a discounted MRC for receiving more than one Service ("Bundle"), then the following conditions shall apply:

- i. In consideration for Customer's purchase of all Services in the Bundle, and only with respect to that period of time during which Customer continues to purchase the specific Services in such Bundle and during which such Bundle is in effect, the correlating discount to the Services in such Bundle, ordered pursuant to the Spectrum program governing such Bundle, will be reflected in the MRC for the respective Services.
- ii. Upon Termination by Customer, for any reason other than a Spectrum Default, of any Service component of the applicable Bundle, the pricing for the remaining Service(s) shall revert to Spectrum's unbundled pricing for such Service(s) in effect at the time of Termination. Termination liability applicable to the Services under this Service Agreement shall otherwise remain unchanged.

8. ADMINISTRATIVE WEB SITE. Spectrum may, at its sole option, make one or more administrative web sites, including without limitation www.spectrum.net, available to Customer in connection with Customer's use of the Services (each an "Administrative Web Site"). Spectrum may furnish Customer with one or more user identifications and/or passwords for use on the Administrative Web Site and Customer must promptly change any Spectrum-provided user identifications and passwords to a secure, Customer-designated user identification and password. Customer shall be responsible for the confidentiality and use of such user identifications and passwords, whether provided by Spectrum or designated by Customer, and any equipment or devices used to access any Administrative Web Site, and shall immediately notify Spectrum if there has been an unauthorized release, use, or other compromise of any user identification or password. In addition, Customer agrees that its authorized users shall keep confidential and not distribute any information or other materials made available by the Administrative Web Site. Customer shall be solely responsible for all use of the Administrative Web Site. Spectrum shall not be liable for any loss, cost, expense, or other liability arising out of any Customer use of the Administrative Web Site.

Spectrum may change or discontinue the Administrative Web Site, or Customer's right to use the Administrative Web Site, at any time. Any additional terms and policies applicable to Customer's use of the Administrative Web Site will be posted on the site.

9. SUPPORT. Spectrum shall provide contact information for inquiries and remote problem support for the Services. All such Customer support shall be provided only to Customer's designated personnel or as mutually agreed upon by Spectrum and Customer. Customer is responsible for all communications and support for its End Users. Customer shall provide routine operational support for Spectrum Equipment located at a Service Location, including without limitation, by performing reboots as requested by Spectrum. Customer is responsible for the installation, repair, and use of Customer Equipment, including without limitation, Customer-supplied third-party hardware, or software for the use of any Service or third party services.

Spectrum does not support third-party hardware or software used in conjunction with third-party services or supplied by Customer. Any questions concerning third-party hardware or software should be directed to the provider of that product. Spectrum assumes no liability or responsibility for the installation, maintenance, compatibility or performance of third-party software, or any Customer Equipment or Customer-supplied software with the Services. If such third-party equipment or software impairs the Services, Customer shall continue to pay all applicable Service Charges. If, at Customer's request, Spectrum should attempt to resolve difficulties caused by such third-party equipment or software, such efforts shall be performed at Spectrum's discretion and subject to Service Charges as set forth in Section 7.

10. CUSTOMER REPRESENTATIONS AND OBLIGATIONS

(a) Representations. Customer represents and warrants to Spectrum that: (i) Customer has the authority to execute, deliver and carry out the terms of this Service Agreement, and (ii) its End Users and any person who accesses any Services at the Service Location, will use the Service and Network for Customer's internal business purposes and will comply with the terms of this Service Agreement.

(b) No Reselling. Customer shall not re-sell or re-distribute (whether for a fee or otherwise) access to the Service(s) or system capacity, or any part thereof, in any manner other than for Customer's internal business without the express prior consent of Spectrum, including without limitation, any use to provide services for the benefit of, or on behalf of, any third party other than Customer or its End Users.

(c) No Illegal Purpose or Unauthorized Access. Customer shall not use or permit End Users or third parties to use the Service(s), including the Spectrum Equipment and Software, for any illegal purpose, or to achieve unauthorized access to any computer systems, software, data, or other copyright or patent protected material.

(d) **No Interference.** Customer shall not interfere with or cause technical difficulties for other customers' use of equipment or Services or interfere with or disrupt the Spectrum Network, backbone, nodes, other Services, or third-party providers. Customer shall not install any equipment, including without limitation, any antenna or signal amplification system, at the Service Location that interferes with the Services.

(e) **Applicable Laws.** With respect to Customer's and End Users' use of the Service (including the transmission or use of any content via the Service), Customer shall comply, and shall ensure that its End Users comply, with all applicable laws and regulations in addition to the terms of this Service Agreement. Spectrum shall have the right to audit Customer's use of the Service remotely or otherwise, to ensure compliance with this Service Agreement.

(f) **Acceptable Use.** As between the Parties, Customer is solely responsible for (i) all use (whether or not authorized) of the Service by Customer, any End User or any unauthorized person or entity, which use shall be deemed Customer's use for purposes of this Service Agreement, (ii) all content that is viewed, stored or transmitted via the Service, as applicable, and (iii) all third-party charges incurred for merchandise and services accessed via the Service, if any. Customer shall not use, or allow the Services to be used, in any manner that would violate the applicable Spectrum Acceptable Use Policies or that would cause, or be likely to cause, Spectrum to qualify as a "Covered 911 Service Provider" as defined in 47 C.F.R. §9.19 or any successor provision of the rules of the Federal Communication Commission. For avoidance of doubt, Customer and Spectrum agree that any failure to satisfy the covenants set forth in the preceding sentence shall constitute a material breach of the Service Agreement.

11. PERFORMANCE. Unless otherwise set forth in an Attachment or service level agreement, Spectrum will use commercially reasonable efforts to provide the Services to Customer twenty-four (24) hours per day, seven (7) days per week. It is possible, however, that there will be interruptions of Service. The Service may be unavailable from time-to-time either for scheduled or unscheduled maintenance, technical difficulties, or for other reasons beyond Spectrum's reasonable control. Temporary service interruptions or outages for such reasons, as well as service interruptions or outages caused by Customer, its agents and employees, or by a Force Majeure Event, shall not constitute a failure by Spectrum to perform its obligations under this Service Agreement.

12. MONITORING, EQUIPMENT UPGRADES AND NETWORK MODIFICATIONS. Spectrum has the right, but not the obligation, to upgrade, modify, and enhance the Spectrum Network and the Service and take any action that Spectrum deems appropriate to protect or improve the Service and its facilities. Spectrum shall have the right, but not the obligation, to monitor, record, and maintain oral communications with Customer regarding Customer's account or Services for the purpose of service quality assurance, or as permitted under applicable law.

13. DEFAULT, SUSPENSION OF SERVICE, AND TERMINATION.

(a) **Default.** A Party shall be in default under this Service Agreement if it has failed to comply with the terms of this Service Agreement or any Service Orders, including without limitation the obligation to pay any amounts due, and such Party fails to correct each such noncompliance within thirty (30) days of receipt of notice from the non-defaulting Party describing in reasonable detail the default or noncompliance ("Default").

(b) **Mutual Termination Rights.** Either Party may terminate this Service Agreement or a Service Order if: (i) the other Party is in Default; or (ii) the other Party liquidates, is adjudicated as bankrupt, makes an assignment for the benefit of creditors, invokes any provision of law for general relief from its debts, initiates any proceeding seeking general protection from its creditors, or is removed or delisted from a trading exchange.

(c) **Termination for Convenience by Customer.** Notwithstanding any other term or provision in this Service Agreement, Customer may terminate a Service Order, or this Service Agreement, at any time upon thirty (30) days prior notice to Spectrum, subject to payment of all outstanding amounts due, payment of any applicable Termination Charges (as defined below), and the return of any Spectrum Equipment.

(d) **Spectrum's Right to Suspend.** Spectrum shall have the right, at its option, without prior notice, and in addition to any other rights of Spectrum expressly set forth in this Service Agreement and any other remedies it may have under applicable law to suspend Services or any component thereof if Customer fails to comply with any applicable laws or regulations or this Service Agreement, or if Customer or its End Users' use of the Service is determined by Spectrum, in its sole discretion, to result in a material degradation of the Spectrum Network until Customer remedies any such noncompliance or degradation. Any suspension shall not affect Customer's on-going obligation to pay Spectrum any amounts due under this Service Agreement. If Spectrum suspends any Service, Spectrum may require the payment of reconnect or other charges before restarting the suspended Service.

(e) **Termination Charges.** Upon Termination, Customer must pay all Services Charges then due for Services provided through the effective date of Termination. In addition, if Termination is due to Customer Default or for Customer's convenience, Customer must pay Spectrum a termination charge (a "Termination Charge"), which the Parties recognize as liquidated damages and not as a penalty.

This Termination Charge shall be equal to 100% of the unpaid balance of all Service Charges that would have been due throughout the applicable Order Term, including, without limitation, the outstanding balance of any and all unpaid OTCs. The foregoing terms will also apply to any partial Termination impacting one or more Service Orders, but not the entire Service Agreement.

(f) Survival. The provisions of sections 6(c), 7(b), 7(e), 13(e), 13(f), 14, 15, 18-22 and the Attachments shall survive the termination or expiration of the Service Agreement.

14. DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY.

(a) DISCLAIMER OF WARRANTY. CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICE AND SPECTRUM EQUIPMENT, AND USES THE SAME AT ITS OWN RISK, AND FOR ACCESS TO AND SECURITY OF CUSTOMER'S EQUIPMENT AND CUSTOMER'S NETWORK. SPECTRUM EXERCISES NO CONTROL OVER AND HAS NO RESPONSIBILITY WHATSOEVER FOR THE APPLICATIONS OR CONTENT TRANSMITTED OR ACCESSIBLE THROUGH THE SERVICE AND SPECTRUM EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR SUCH APPLICATIONS OR CONTENT.

EXCEPT AS SPECIFICALLY SET FORTH IN THIS SERVICE AGREEMENT, THE SERVICE, SPECTRUM EQUIPMENT, AND ANY SPECTRUM MATERIALS ARE PROVIDED "AS IS, WITH ALL FAULTS," WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT, SYSTEM INTEGRATION, DATA ACCURACY, QUIET ENJOYMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY SPECTRUM, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE ANY WARRANTY. SPECTRUM DOES NOT REPRESENT OR WARRANT THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES, WILL BE UNINTERRUPTED, SECURE, ERROR FREE, WITHOUT DEGRADATION OF VOICE QUALITY OR WITHOUT LOSS OF CONTENT, DATA OR INFORMATION, OR THAT ANY MINIMUM TRANSMISSION SPEED IS GUARANTEED AT ANY TIME. EXCEPT AS SET FORTH IN THE SERVICE AGREEMENT, SPECTRUM DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT PROVIDED BY SPECTRUM WILL PERFORM AT A PARTICULAR SPEED, BANDWIDTH, OR THROUGHPUT RATE. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT TRANSMISSIONS OVER THE SERVICE MAY NOT BE SECURE.

CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT ANY DATA, MATERIAL OR TRAFFIC OF ANY KIND WHATSOEVER CARRIED, UPLOADED, DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT CUSTOMER'S OWN DISCRETION AND RISK AND THAT CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S OR ANY END USER'S EQUIPMENT OR LOSS OF SUCH DATA, MATERIAL OR TRAFFIC DURING, OR RESULTING FROM, CUSTOMER'S OR ANY END USER'S USE OF THE SERVICE, INCLUDING, WITHOUT LIMITATION, VIA SENDING OR RECEIVING, UPLOADING OR DOWNLOADING, OR OTHER TRANSMISSION OF SUCH DATA, MATERIAL OR TRAFFIC. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT SPECTRUM'S THIRD PARTY SERVICE PROVIDERS DO NOT MAKE ANY WARRANTIES TO CUSTOMER UNDER THIS SERVICE AGREEMENT, AND SPECTRUM DOES NOT MAKE ANY WARRANTIES ON BEHALF OF SUCH SERVICE PROVIDERS UNDER THIS SERVICE AGREEMENT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, DATA ACCURACY OR QUIET ENJOYMENT.

(b) LIMITATION OF LIABILITY. WITHOUT LIMITING ANY EXPRESS PROVISIONS OF THIS SERVICE AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER, ANY END USER, OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, RELIANCE, OR PUNITIVE DAMAGES (INCLUDING LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL) ARISING IN CONNECTION WITH THIS SERVICE AGREEMENT OR THE PROVISION OF SERVICES, INCLUDING ANY SERVICE IMPLEMENTATION DELAYS OR FAILURES, UNDER ANY THEORY OF TORT, CONTRACT, WARRANTY, STRICT LIABILITY, MISREPRESENTATION, OR NEGLIGENCE, EVEN IF THE PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO ANY OF CUSTOMER'S PAYMENT OBLIGATIONS UNDER THIS SERVICE AGREEMENT. SPECTRUM'S MAXIMUM LIABILITY TO CUSTOMER WITH REGARD TO ANY SERVICE ORDER SHALL NOT EXCEED THE AMOUNT, EXCLUDING OTCs, PAID OR PAYABLE BY CUSTOMER TO SPECTRUM FOR THE APPLICABLE SERVICE ORDER IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE CLAIM. SPECTRUM SHALL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES ARISING AS A RESULT OF THE UNAVAILABILITY OF THE SERVICE, INCLUDING THE INABILITY TO REACH 911 OR ANY OTHER EMERGENCY SERVICES, THE INABILITY TO CONTACT A SECURITY SYSTEM OR REMOTE MEDICAL OR OTHER MONITORING SERVICE PROVIDER OR ANY FAILURE OR FAULT RELATING TO CUSTOMER-PROVIDED EQUIPMENT, FACILITIES, OR SERVICES.

15. INDEMNIFICATION. Unless prohibited under applicable law, Customer at its own expense, shall indemnify, defend, and hold harmless Spectrum, its affiliates, service providers, and suppliers, and their directors, employees, representatives, officers and agents (the "Indemnified Parties") against any and all third party claims, liabilities, lawsuits, damages, losses, judgments, costs, fees and expenses incurred by Indemnified Parties, including reasonable attorneys' and other professional fees and court costs incurred by Indemnified Parties, to the full extent that such arise from or relate to any one or more of the following:

- (a) Customer's misuse of the Services;
- (b) Customer's failure to comply with any applicable law, order, rule, regulation or ordinance or this Service Agreement; or
- (c) Personal injury or tangible property damage caused by Customer's or its employees' or agents' negligence or willful misconduct.

Indemnified Parties shall have the right but not the obligation to participate in the defense of the claim.

16. COMPLIANCE WITH LAWS. As between the Parties, Spectrum shall obtain and maintain at its own expense all licenses, approvals and regulatory authority required by law with respect to Spectrum's operation and provision of the Services as contemplated in the Service Agreement, and Customer shall obtain and maintain at its own expense all licenses, approvals and regulatory authority required by law with respect to Customer's use of the Services as contemplated in the Service Agreement.

Unless specified otherwise in the Service Agreement, each Party shall give all notices, pay all fees and comply with all applicable laws, ordinances, rules and regulations relating to its performance obligations specified in the Service Agreement. The Service Agreement is subject to all applicable federal, state, or local laws and regulations in effect in the relevant jurisdiction(s) in which Spectrum provides the Services. If any provision of the Service Agreement contravenes or is in conflict with any such law or regulation, then the terms of such law or regulation shall take priority over the relevant provision of the Service Agreement. If the relevant law or regulation applies to some but not all of the Services being provided under the Service Agreement, then such law or regulation shall take priority over the relevant provision of the Service Agreement only for purposes of those Services to which the law or regulation applies. Except as explicitly stated in the Service Agreement, nothing contained in the Service Agreement shall constitute a waiver by Spectrum of any rights under applicable laws or regulations pertaining to the installation, construction, operation, maintenance, or removal of the Services, facilities or equipment.

17. REGULATORY CHANGES. In the event of any change in applicable law, regulation, decision, rule or order, including without limitation any new application of or increase in any government- or quasi-government-imposed fees or charges that increases the costs or other terms of Spectrum's delivery of Service to Customer, or, in the event of any increase in pole attachment or conduit charges applicable to any facilities used by Spectrum in providing the Services, Customer acknowledges and agrees that Spectrum may pass through to Customer any such increased fees or costs, but only to the extent of the actual increase. Spectrum shall use commercially reasonable efforts to notify Customer at least thirty (30) days in advance of the increase. In such case, and if such increase materially increases the Service Charges payable by Customer under the Service Agreement for the applicable Service, Customer may, within thirty (30) days after notification of such increase, terminate the affected Service without an obligation to pay Termination Charges, provided Customer notifies Spectrum at least thirty (30) days in advance of Customer's requested termination date. Further, in the event that Spectrum is required to file tariffs or rate schedules with a regulatory agency or otherwise publish or make generally available its rates in accordance with regulatory agency rules or policies respecting the delivery of the Services or any portion thereof, then the terms set forth in the applicable tariff or rate schedule shall govern Spectrum's delivery of, and Customer's use or consumption of the Services. In addition, if Spectrum determines that offering or providing the Services, or any part thereof, has become impracticable for legal or regulatory reasons or circumstances, then Spectrum may terminate the Service Agreement and any affected Service Orders without liability, by giving Customer thirty (30) days prior notice or any such notice as is required by law or regulation applicable to such determination.

18. ARBITRATION. Intentionally Omitted.

19. PROPRIETARY RIGHTS AND CONFIDENTIALITY.

(a) Spectrum's Proprietary Rights. All materials including, but not limited to, any Spectrum Equipment (including related firmware), software, data and information provided by Spectrum, any identifiers or passwords used to access the Service or otherwise provided by Spectrum, and any know-how, methodologies or processes including, but not limited to, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights inherent therein and appurtenant thereto, used by Spectrum to provide the Service (collectively "Spectrum Materials") shall remain the sole and exclusive property of Spectrum or its suppliers and shall not become a fixture to the Service Location. Customer shall acquire no title to, interest or right (including intellectual property rights) in the Spectrum Materials by virtue of the payments provided for herein other than the limited, non-exclusive, and non-transferable license to use the Spectrum Materials solely for Customer's use of the

Service. Customer may not disassemble, decompile, reverse engineer, reproduce, modify, or distribute the Spectrum Materials, in whole or in part, or use them for the benefit of any third party.

Customer shall not cause or permit the disabling or circumvention of any security mechanism contained in or associated with the Services. All rights in the Spectrum Materials not expressly granted to Customer herein are reserved to Spectrum or its suppliers. Customer shall not open, alter, misuse, tamper with, or remove the Spectrum Equipment or Spectrum Materials as and where installed by Spectrum, and shall not remove any markings or labels from the Spectrum Equipment or Spectrum Materials indicating Spectrum (or its suppliers) ownership or serial numbers.

(b) Confidentiality. Customer agrees to maintain in confidence, and not to disclose to third parties or use, except for such use as is expressly permitted herein, the Spectrum Materials and any other information and materials provided by Spectrum in connection with this Service Agreement, including but not limited to the contents of this Service Agreement and any Service Orders. Customer may not issue a press release, public announcement or other public statements regarding the Service Agreement without Spectrum's prior consent.

(c) Software. If Software is provided to Customer hereunder, Spectrum grants Customer a limited, non-exclusive, and non-transferable license to use such Software, in object code form only, for the sole and limited purpose of using the Services for Customer's internal business purposes during the Term. Customer shall not copy, reverse engineer, decompile, disassemble, translate, or attempt to learn the source code of any Software. Upon termination of a Service Order, the license to use any Software provided by Spectrum to Customer in connection with the Services provided under the Service Order shall terminate and Customer shall destroy any copies of the Software provided to Customer.

20. PRIVACY. PRIVACY. Spectrum maintains a Privacy Policy that provides consumers with notice of Spectrum's collection, use, maintenance, and disclosure of information, and their rights and choices with respect to such practices under applicable U.S. state and/or federal laws and regulations.. The Privacy Policy may be found on Spectrum's website at <https://enterprise.spectrum.com/>. The Privacy Policy may be updated or modified from time-to-time by Spectrum, with or without notice to Customer. Customer's privacy interests, including Customer's ability to limit disclosure of certain information to third parties, may be addressed by, among other laws, the Federal Telecommunications Act, the Federal Cable Communications Act, the Electronic Communications Privacy Act, and, to the extent applicable, state laws and regulations. Customer proprietary network information and personally identifiable information that may be collected, used or disclosed in accordance with applicable laws is described in an Attachment, the Privacy Policy, and, if applicable, in Spectrum's tariff, which are incorporated into, and made a part of, this Service Agreement by this reference. In addition to the foregoing, Customer hereby acknowledges and agrees that Spectrum may disclose Customer's and its employees' personally identifiable information as required by law or regulation, or the American Registry for Internet Numbers or any similar agency, or in accordance with the Privacy Policy or, if applicable, tariff(s). In addition, Spectrum shall have the right (except where prohibited by law), but not the obligation, to disclose any information to protect its rights, property or operations, or where circumstances suggest that individual or public safety is in peril.

21. NOTICES.

(a) Except for notice to terminate the Service Agreement or to disconnect any Services as set forth in Section 21(b) below, all other notices to be given under this Service Agreement shall be validly given or served only if in writing and sent by nationally recognized overnight delivery service or certified mail, return receipt requested, to the following addresses

If to Spectrum:
Charter Communications Operating, LLC
ATTN: Commercial Customer Agreements
Corporate - Legal Operations
12405 Powerscourt Drive
St. Louis, MO 63131

Notices to Customer shall be sent to the Customer billing address or as set forth in the Service Agreement. Each Party may change its respective address(es) for legal notice by providing notice to the other Party. Upon Spectrum's request, Customer will also provide Spectrum with a current email address that Customer regularly checks so that Spectrum may provide copies of notices and other communications to Customer by email.

(b) Disconnect Notice. Customer may disconnect a Service or all Services under the Services Agreement by following the instructions available at this link: <https://enterprise.spectrum.com/support/faq/account/how-to-cancel-service.html> (such instructions in the link may be updated from time to time).

22. MISCELLANEOUS.

(a) Entire Agreement. This Service Agreement, including without limitation all Attachments, incorporated documents and any executed Service Orders constitute the entire agreement and understanding between the Parties with respect to the subject matter hereof. This Service Agreement supersedes all prior understandings, promises, and undertakings, if any, made orally or in writing by or on behalf of the Parties with respect to the subject matter of this Service Agreement, including without limitation any prior confidentiality or non-disclosure agreement between the Parties regarding the purchase and sale of the Services. Customer should also consult Spectrum's website <https://enterprise.spectrum.com/> to be sure Customer is aware of Spectrum's Acceptable Use Policies, Network Management Practices, applicable tariffs online product descriptions, and other policies or practices that are applicable to Customer's use of the Services (collectively "Policies"). Customer's use of the Services shall be deemed acknowledgment that Customer has read and agreed to Spectrum's Policies as a part of this Service Agreement.

(b) Signatures; Electronic Transactions. This Service Agreement may be executed in one or more counterparts, each of which is an original, but together constituting one and the same instrument. Execution of a facsimile or other electronic copy will have the same force and effect as execution of an original, and a facsimile or electronic signature will be deemed an original and valid signature. The Parties agree to conduct business using electronic means including using electronic records and electronic signatures, except as provided with respect to notices in Section 21.

(c) Order of Precedence. Each Service shall be provisioned pursuant to the terms and conditions of this Service Agreement. In the event that Spectrum permits Customer to use its own standard purchase order form to order the Service, the Parties hereby acknowledge and agree that the terms and conditions hereof shall prevail notwithstanding any variance with the terms and conditions of any purchase order submitted by Customer, and any different or additional terms contained in such purchase order shall have no force or effect. To the extent that the terms of the Service Agreement or any Service Order are inconsistent with the terms of any applicable tariff, the tariff shall control.

To the extent that the terms of any Service Order are inconsistent with the terms of these Terms of Service, the Terms of Service shall control, excluding pricing discounts, nonrecurring fees, or order fulfillment timing terms to the extent permissible under applicable law set forth in the Service Order that shall control.

(d) No Assignment or Transfer. Customer may not assign or transfer (directly or indirectly by any means, including by operation of law or otherwise) this Service Agreement and the associated Service Order(s), or their rights or obligations hereunder to any other entity without first obtaining consent from Spectrum, and any assignment or transfer in violation of this Section shall be null and void. Spectrum may assign its rights and obligations under this Service Agreement, in whole or in part, and any Service Order(s) to affiliates controlling, controlled by or under common control with Spectrum, or to its successor-in-interest if Spectrum sells some or all of the underlying communications system(s) without the prior approval of or notice to Customer. Customer understands and agrees that, regardless of any such assignment, the rights and obligations of Spectrum in the Service Agreement may accrue to, or be fulfilled by, any affiliate, as well as by Spectrum or its subcontractors.

(e) Severability. To the extent any term, covenant, condition or portion of this Service Agreement is held to be invalid or unenforceable, the remainder of this Service Agreement shall not be affected and each remaining term, covenant or condition shall be valid and enforceable to the fullest extent permitted by law as nearly as possible to reflect the original intentions of the Parties.

(f) Force Majeure. Notwithstanding anything to the contrary in the Service Agreement, neither Party shall be liable to the other for any delay, inconvenience, loss, liability or damage resulting from any failure or interruption of Services, directly or indirectly caused by circumstances beyond such Party's control, including but not limited to denial of use of poles or other facilities of a utility company, labor disputes, acts of war or terrorism, criminal, illegal or unlawful acts, weather, fire, flood, natural causes, mechanical or power failures, fiber cuts, governmental acts or any order, law or ordinance in any way restricting the operation of the Services (each a "Force Majeure Event"). Changes in economic, business, or competitive conditions shall not be considered a Force Majeure Event.

(g) Governing Law; Claims Limitation; Waiver of Jury Trial. The law of the state of North Carolina shall govern the construction, interpretation, and performance of this Service Agreement, except that any conflicts-of-law principles of such state that would result in the application of the law of another jurisdiction shall be disregarded. Any legal action brought under or in connection with the subject matter of the Service Agreement shall be brought only in the United States District Court for the District of North Carolina or, if such court would not have jurisdiction over the matter, then only in a North Carolina court sitting in Wake County.

Each party submits to the exclusive jurisdiction of these courts and agrees not to commence any legal action under or in connection with the subject matter of the Service Agreement in any other court or forum. Each Party waives any objection to the laying of the venue of any legal action brought under or in connection with the subject matter of the Service Agreement in the Federal or state courts sitting in Wake County, North Carolina, and agrees not to plead or claim in such courts that any such action has been brought in an inconvenient forum.

Except as otherwise specified in Section 7(e), any claim that Customer wishes to assert under the Service Agreement must be initiated not later than one (1) year after the claim arose. IN ANY AND ALL CONTROVERSIES OR CLAIMS ARISING OUT OF OR RELATING TO THIS SERVICE AGREEMENT, ITS NEGOTIATION, ENFORCEABILITY OR VALIDITY, OR THE PERFORMANCE OR BREACH THEREOF OR THE RELATIONSHIPS ESTABLISHED HEREUNDER, CUSTOMER AND SPECTRUM EACH HEREBY WAIVES ITS RIGHT, IF ANY, TO TRIAL BY JURY.

(h) No Third Party Beneficiaries. The terms of this Service Agreement and the Parties' respective performance of obligations as described are not intended to benefit any person or entity not a Party to this Service Agreement, and the consideration provided by each Party hereunder only runs to the respective Parties, and no person or entity not a Party to this Service Agreement shall have any rights hereunder nor the right to require performance of obligations by either of the Parties.

(i) Waiver. Except as otherwise provided herein, the failure of Spectrum to enforce any provision of this Service Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce such provision. To be legally binding on Spectrum, any waiver must be in writing.

(j) Remedies Cumulative and Nonexclusive. Unless stated otherwise herein, all rights and remedies of the Parties under this Service Agreement shall be cumulative, nonexclusive and in addition to, but not in lieu of, any other rights or remedies available to the Parties whether provided by law, in equity, by statute or otherwise. The exercise of any right or remedy does not preclude the exercise of any other rights or remedies.

Attachment A Spectrum Business TV and Enterprise TV Service (collectively, “TV Service”)

Spectrum Business TV Service. Spectrum Business TV Service includes television programming services, including the package of channels and music programming as designated in a Service Order. Customer must notify Spectrum if Customer’s use of the Service will be for private or public viewing. If specified in the Service Order, Spectrum will provide to private-view Customers premium programming such as HBO, Showtime, TMC, Cinemax, STARZ, Encore, or Epix, or Customer premise equipment such as DVRs (collectively, “Premium Services”).

Spectrum Enterprise TV Service. Spectrum Enterprise shall provide the customized multi-channel video programming service (“Enterprise TV Service”) to Customer’s Service Location(s) identified in a Service Order. Enterprise TV Service includes Government TV, Healthcare TV, Hospitality TV, and Education/University TV. Enterprise TV Service includes the channel line-up and those premium and other pay-per-view, video-on-demand, or any visual content as mutually agreed upon in the Service Order. If specified in the Service Order, Spectrum will provide Premium Services to Customer.

1. Music Programming. Customer is responsible for and must secure any music rights and/or pay applicable fees required by the American Society of Composers, Authors & Publishers, Broadcast Music, Inc., and SESAC, Inc. or their respective successors, and any other entity, person or governmental authority from which a license is necessary or appropriate relating to Customer’s transmission, retransmission, communication, distribution, performance or other use of the Services. Customer shall not, and shall not authorize or permit any other person to, do any of the following unless Customer has obtained a then-current music license permitting such activity: (i) charge a cover charge or admission fee to any Service Location(s) at the time the TV Service is being displayed or are to be displayed; or (ii) permit dancing, skating or other similar forms of entertainment or physical activity in conjunction with the performance of the TV Service.

2. Spectrum Equipment. Spectrum owns and shall at all times have the exclusive right to access, control, maintain, upgrade, use and operate its TV Service, Network, and Spectrum Equipment, except for (i) any video display terminals (“Connections”) or inside wiring owned and maintained by Customer or a third party, and (ii) any conduit, risers, raceways or other spaces where the Network or Spectrum Equipment is located that are owned by Customer or a third party, in which case (as between Customer and Spectrum) Customer shall own such items and Customer hereby grants to Spectrum the non-exclusive right to access and use such space during the Order Term as provided in the Service Agreement. The inside wiring and Connections shall be provided and installed by Customer, at its sole expense, in consultation with Spectrum and any specifications provided by Spectrum to Customer in writing. Spectrum shall not be responsible for an outage that may be due to a fault or failure with respect to any inside wiring, Connections or any systems, equipment or facilities of Customer or any third party, including but not limited to, instances where such outage is due to the Customer’s failure to promptly provide Spectrum with access to the Service Location to inspect, monitor, repair, and/or replace the TV Service or Spectrum Equipment. If changes in technology require the use of specialized equipment to continue to receive Spectrum Business TV Service, Spectrum shall provide such Spectrum Equipment, and Customer shall pay for such Spectrum Equipment at the same rate charged by Spectrum to commercial customers in the same service area as the Service Location.

3. Provision of Service. Spectrum may, in its discretion, preempt, rearrange, delete, add, discontinue, modify or otherwise change any or all of its advertised programming including, without limitation, packaging of, channel line-ups applicable to, and/or distribution of its TV Service. Spectrum may make certain TV Service available via mobile applications or third party hardware to Customer and its End Users, which may be subject to additional terms and conditions.

4. Restrictions. Customer shall take all necessary precautions to ensure that the TV Service is received only by authorized parties, and that no part of the TV Service is received at any other location, including but not limited to locations where an admission fee, cover charge, minimum or like sum is charged. Customer shall not and shall not authorize or permit any other person to (i) copy, record, dub, duplicate, alter, make or manufacture any recordings or other reproductions of the TV Service (or any part thereof); (ii) transmit the TV Service by any television or radio broadcast or by any other means or use the TV Service outside the Service Location; (iii) move the TV Service to another location after installation; or (iv) insert any commercial announcements into the TV Service or interrupt any performance of the TV Service for the making of any commercial announcements. Customer acknowledges that such duplication, reproduction or transmission may subject Customer to criminal penalties and/or civil liability and damages under applicable copyright and/or trademark laws. TV Service is available for use at commercial establishments and other non-residential buildings (such as a bar, restaurant, hospital, or commercial building). In commercial establishments with public viewing, only the TV Service lineup(s) that is approved for public viewing may be used. Customer may not order or request pay-per-view (PPV) programming for receipt, exhibition or taping in a commercial establishment; or exhibit nor assist in the exhibition of PPV programming in a commercial establishment unless explicitly authorized to do so by agreement with an authorized program provider and subject to Spectrum’s prior written consent.

5. Service Inspection. Customer shall permit Spectrum reasonable access to the Service Locations to inspect the Service Location at periodic intervals as needed to ascertain, among other things, the number of television outlets receiving the TV Service, or verify the estimated viewing occupancy. If any Spectrum inspection reveals that Customer's usage of the TV Service exceeds Customer's rights under the Service Agreement or Service Order and without abrogating or otherwise affecting Spectrum's right to consider such activity a breach of the Service Agreement, Customer shall pay Spectrum an amount equal to one and a half times the MRCs that would have been due for such excessive usage as liquidated damages and not as a penalty. In addition, Customer shall either discontinue any excess usage or thereafter continue to pay the applicable MRCs for such additional usage or Spectrum may, in its discretion, suspend or disconnect a TV Service.

6. Noninterference. Customer shall not interfere with, alter or substitute any of the programs, information or content offered as part of the TV Service, which are transmitted over any of the channels provided hereunder without the prior written consent of Spectrum. Under no circumstances shall Customer have any right to encode, alter, reformat, delete or otherwise modify the TV Service, including without limitation delivery method and any programming contained within the TV Service, without the express written consent of Spectrum. The limitations of this paragraph shall not apply to formatting of programming for Enterprise TV Service as agreed by Spectrum and Customer.

7. Charges. Notwithstanding anything to the contrary in the Service Agreement, the MRCs set forth in a Service Order for TV Service: (i) do not include applicable taxes, regulatory fees, franchise fees or public access fees; and (ii) are subject to change in accordance with commercial rate increases applied to commercial customers.

8. End User Support. Customer shall provide all first level contact and support to its authorized users relating to the Network, Spectrum Equipment, Connections, Customer-provided equipment, and Enterprise TV Service. In the event of any disruption, failure, or degradation of the Enterprise TV Service lasting for twenty-four (24) consecutive hours or more, Customer shall use all reasonable efforts to diagnose the cause of the Enterprise TV Service impacting event. If the Enterprise TV Service impacting event is reasonably determined to be caused by the signal delivered by Spectrum, Customer shall contact the designated Spectrum technical support contact for resolution.

9. Set Back Box. Customer's use of the Set Back Box Product ("SBB") available as part of the Enterprise TV Service (the "SBB Offering") is subject to the following additional terms and conditions:

(a) Notwithstanding Section 2 above, Spectrum shall install and program all Connections for the SBB Offering. Customer shall ensure the availability of Connections that are compatible with the SBB Offering including, without limitation, the provision and use of appropriate tuners and Connections having HDTV compatibility.

(b) If Customer desires for the front desk portal and the TV user interface associated with the SBB Offering to be co-branded (with Spectrum's and Customer's brands), then Customer shall provide Spectrum Enterprise a copy of Customer's logo in accordance with Spectrum's technical specifications and hereby grants Spectrum a right and license to use such logo for purposes of such co-branding.

10. SpectrumU and Spectrum Enterprise TV Streaming Access (TVSA). SpectrumU and Spectrum Enterprise TV Streaming Access (available through an app named "Spectrum Enterprise TV" and the website spectrumenterpriseTV.com) are online video services (which are collectively referred to herein as the "Apps") that are accessible via a compatible browser or supported digital media streaming device that permits authorized users to stream video content while connected to Customer's network. Spectrum Apps may not be available through all application stores.

(a) Many factors outside of Spectrum's control affect the quality of service experienced by Customer and its authorized users, including without limitation, the quality and utilization of Customer's network, service attacks, and the authorized user's device.

(b) Customer acknowledges that Spectrum requires Customer's authorized users to accept separate end user license terms prior to using or downloading either of the Apps.

(c) Spectrum may require that authorized users update the Apps from time-to-time in order to continue use of the Apps.

Attachment B
Spectrum Business Voice Service, PRI/SIP Trunking Service
(collectively “Voice Services”)

Spectrum Hosted Voice, Hosted Voice for Hospitality, Hosted Call Center, and Unified Communications (collectively, “Hosted Communications Services”)

DESCRIPTION OF SERVICES:

1. Voice Services.

(a) Spectrum Business Voice Service. If Customer selects to receive Spectrum Business Voice Service, Customer will receive voice service consisting of one or more lines or connections and a variety of features, as described more fully below and in the applicable Service Order.

(b) SIP Trunking Service. If Customer selects to receive the SIP Trunking Service, Customer will receive voice and call processing services via eight or more concurrent call paths using a Session Initiation Protocol (“SIP”) connection to the Customer’s private branch exchange (including any non-Spectrum switch, collectively, “PBX”) or other Customer Equipment, and a variety of features, as described more fully below and in the applicable Service Order.

(c) PRI Trunking Service. If Customer selects to receive PRI Trunking Service, Customer will receive voice and call processing services via a full (23B+1D channel) or fractional (12B+1D channel) Primary Rate Interface (“PRI”) connection to Customer’s PBX or other Customer Equipment, and a variety of features, as described more fully below and in the applicable Service Order.

(d) Trunking Service. Trunking Service shall mean SIP Trunking Service and/or PRI Trunking Service, as applicable.

(e) Analog Lines Over Fiber Service. If Customer selects to receive Analog Lines over Fiber Service, Customer will receive voice and call processing services via an analog connection to the Customer’s PBX that is equipped with an analog line card interface or other analog line based Customer Equipment like a fax machine. A variety of features, including line hunting, are offered, as described more fully below and in the applicable Service Order.

(f) Toll-Free Service for Spectrum Trunking. If Customer selects Spectrum Toll-Free Service for use with Trunking Service, Customer will receive voice service consisting of one or more toll-free numbers and access to a variety of optional screening and routing features including:

- **Origination Screening:** Allows or disallows an originating call made to a single toll-free number based on the originating Number Plan Area (NPA) and/or prefix (NXX) of the caller.
- **Origination Routing:** Routes an originating call made to a single toll-free number to a pre-determined Direct Inward Dialing (DID) number location based on the originating NPA and/or NXX of the caller.
- **Schedule-Based Routing:** Routes an originating call made to a single toll-free number to a pre-determined DID number location based on the time of day, day of week or day of year.
- **Percentage Call Allocation:** Routes an originating call made to a single toll-free number to any of two or more pre-determined DID number locations based on the Customer’s allocated traffic percentage between the DID number locations.
- **Toll-Free Dialed Number Identification Service (DNIS):** Provides the original called toll-free number to the terminating location, if the toll-free number/call is terminated to the Spectrum Trunking Service.

Note: Spectrum Toll-Free Service must terminate to a Spectrum Trunking Service. Not all Toll-Free Service features may be available in all areas.

(g) E911 Location Plus. If Customer selects Spectrum E911 Location Plus for use with Trunking Service, Customer may add or manage station level address information (for example, floor, suite, or office number) for telephone numbers at a Service Location for Customer’s E911 address records through use of the E911 Location Plus self-service web portal. E911 Location Plus may be used by a Customer operating its own multi-line telephone system in an office or apartment building, or other similar building environment that wishes to provide location information for its station level telephone numbers.

2. Spectrum Hosted Communications Services.

(a) Spectrum Hosted Voice Service. If Customer selects Hosted Voice Service delivered over fiber or coax, Customer will receive a combination of (i) voice service consisting of one or more telephone lines, (ii) a variety of features, and (iii) voice service technical assistance described more fully below and in the applicable Service Order.

(b) Spectrum Hosted Voice for Hospitality Service. If Customer selects Hosted Voice for Hospitality Service delivered over fiber or coax, Customer will receive a combination of (i) voice service consisting of one or more telephone lines, (ii) a variety of features, and (iii) voice service technical assistance. Customer may also receive Property Management System integration and other services, including a variety of features, as described more fully below and in the applicable Service Order.

(c) Spectrum Hosted Call Center. If Customer selects to receive Spectrum Hosted Call Center Service; Customer will receive a combination of (i) voice service consisting of one or more telephone lines, (ii) a variety of features, and (iii) voice service technical assistance, as described more fully below and in the applicable Service Order.

(d) Unified Communications Service. If Customer selects Unified Communications Service, Customer will receive a combination of (i) instant messaging and presence service, (ii) video calling service, (iii) desktop sharing service, (iv) conferencing, and (v) web collaboration service, or other features as described more fully below and in the applicable Service Order. Unified Communications Services may also be available in personal computer, mobile phone, and tablet application formats where features, functionalities, and capabilities will differ based on the device used to access the Unified Communications Service (i.e., "soft phone service"). If Customer or an End User accesses the Hosted Communications Services through use of an application, certain features, functionalities, or capabilities, such as two-way calling, may not be available. When using such an application, Customer and End Users are subject to the terms of such application and the terms of this Service Agreement (including this Attachment). Changes made to the features, functionalities, capabilities of the Unified Communications Service, or to an application accessing Spectrum Hosted Communications Service, shall be in Spectrum's sole discretion.

BEGINNING ON JANUARY 6, 2022: If Customer ordered soft phone service on or after February 16, 2020, Customer will have 911 calling capability with its soft phone service beginning on January 6, 2022 if Customer's software and service is properly installed, configured and updated. Customer understands that such soft phone service, including 911 calling capability, will not function properly unless correct and valid address information has been entered into the soft phone service or application that reflects the application and/or associated device location. Failure of Customer to enter correct and valid address information, prior to initiation of such Service and anytime Customer's location of the soft phone changes, will likely result in a delay or inability in dispatching 911 emergency service to the proper location. CUSTOMERS THAT ORDERED ANYWHERE CONNECT SOFT PHONE SERVICE PRIOR TO FEBRUARY 16, 2020 WILL NOT HAVE 911 CALLING CAPABILITY. EACH CUSTOMER OF SUCH ANYWHERE CONNECT SERVICE UNDERSTANDS THAT IT MUST USE AN ALTERNATE MEANS, OTHER THAN SOFT PHONE SERVICE, TO CONTACT 911 EMERGENCY SERVICES. Additional important 911 use of service terms are located in paragraph 7(g) below.

(e) Unified Communications over Wireless Internet Backup. If Customer selects Unified Communications over Wireless Internet Backup Service, Customer will receive Wireless Internet Backup Service as described in Attachment G for Unified Communications Service provided at Customer's location(s) specified in an applicable Service Order. Unified Communications over Wireless Internet Backup Service is subject to availability and the terms and conditions in Attachment G and the applicable Service Order.

(f) Webex Meetings from Spectrum Enterprise. If Customer selects Webex Meetings from Spectrum Enterprise, Customer will receive a combination of (i) Cisco's Webex Meetings cloud-based service, (ii) a variety of features, and (iii) technical assistance, including optional professional services, as described below and in the applicable Service Order. Webex Meetings is a conferencing solution and only supports calls connecting End Users to a Webex Meetings event.

(g) Service Descriptions. Spectrum's Voice Services and Hosted Communications Services listed above are described in Customer's Service Order, and/or in Spectrum's usage pricing plans, and online product descriptions, as applicable, on Spectrum's website at <https://enterprise.spectrum.com/services/voice.html>.

COMMUNICATIONS SERVICES TERMS AND CONDITIONS:

Customer's use of the Voice Services and Hosted Communications Services (collectively, "Communications Service") is subject to the following additional terms and conditions:

3. Availability of Facilities and Service Modifications.

(a) Services and associated products, facilities, equipment, features and functions will be available in accordance with the terms of this Attachment, where technically and operationally feasible. The quantity of business lines for each Service Location is dependent on the technical feasibility at that specific location. Additional construction and facilities may be required to provide requested Communications Services at Customer's expense. Customer must pay for any special construction prior to the activation of service and/or cancellation of contract.

(b) Spectrum is not obligated to provide Communications Services if Customer intends to or uses the Communications Services (i) to interfere with or impair any service over any facilities and associated Spectrum Equipment or impair the privacy of any communications over such facilities and associated Spectrum Equipment; (ii) to sell, resell, sublicense, assign, license, sublicense, share, provide, or otherwise utilize in conjunction with a third party (including, without limitation, in any joint venture or as part of any outsourcing activity) the Communications Services or any component or combination thereof; or (iii) in any manner that results in non-standard calling patterns or practices, including but not limited to, use of the Communications Service for high-volume auto-dialing, continuous or extensive call forwarding, high-volume telemarketing (including, without limitation, charitable or political solicitation or polling), fax or voicemail broadcasting for services with unlimited local and long distance calling plans, and PBX hacking or modem hijacking resulting in excessive usage of long distance service (collectively, "Prohibited Use"). In addition, Prohibited Use shall include augmentation of the Communications Service or Communications Service features, in any way as to change the functionality of the Communications Service or its component features in any manner that is inconsistent with standard commercial calling patterns and practices or the terms of this Service Agreement. Such non-standard calling patterns and practices include, but are not limited to, use of three-way calling, or call forwarding, that results in unusually high traffic volumes or excessive long distance usage. A non-standard calling pattern may also include, when Customer's long distance calling minutes from (i) calls terminating to Alaska, (ii) calls terminating to Guam, (iii) calls terminating to a conference calling service operating in areas with high carrier access rates (e.g., rates that carriers pay one another for network use), or (iv) calls terminating to a chat line service, in the aggregate exceed ten percent (10%) of Customer's total long distance minutes in any one-month billing cycle

(c) Spectrum may, from time to time, offer additional Communications Service features or functionality, or discontinue certain Communications Service features or functionality. Information about these features or functions will be available at <https://enterprise.spectrum.com/services/voice.html>. These additional Communications Services, features, or functions may be subject to additional specific terms and conditions, and may be subject to change at any time by Spectrum.

4. Communications Service Limitations.

(a) Unavailable Services: Call Blocking, Fraud, and N11. Spectrum does not offer or provide certain operator-assisted services such as dial around services (10-10-XXX), pay services, and third-party billing. Spectrum may use network management practices to block calls that have unassigned, invalid, or fraudulent numbers, that are identified as spam or malicious, that have suspicious calling patterns, or as otherwise permitted by applicable law. Calls blocked using these network management practices will not be delivered to Customer. Spectrum also blocks access to calls with 900 and 976 area codes and to international chat lines. Spectrum will initiate toll blocking if Customer's excessive use of any toll has surpassed the threshold set by Spectrum and/or Customer's account is delinquent. Notwithstanding any other provision of the Service Agreement or this Attachment, Spectrum may block calls which (i) are made to certain countries, cities, or central office exchanges, or (ii) use certain authorization codes, as Spectrum, in its sole discretion, deems reasonably necessary to prevent unlawful or fraudulent use of Communications Services. In addition, certain "N11" services (three digit dial codes such as 211) may not be available in all serving areas.

(b) Service Outages. Communications Service modems are electrically powered and will not work in a power outage or if the required broadband connection is disrupted or not operating. In the event of power outages, the modem, including all phones and Services connected to or powered by it, will not work. Power outages will disrupt Enhanced 911 ("E911") service and the use of Communications Service as the connection between a security system and central monitoring services. COMMUNICATIONS SERVICE DOES NOT HAVE ITS OWN POWER SUPPLY. IF THERE IS A POWER OUTAGE, OR IF THERE IS A DISRUPTION TO THE SPECTRUM NETWORK OR FACILITIES, COMMUNICATIONS SERVICE WILL NOT WORK. CUSTOMER ACKNOWLEDGES THAT IN SUCH CASES IT WILL NOT BE POSSIBLE TO PLACE OR RECEIVE CALLS INCLUDING CALLS TO ACCESS EMERGENCY 911 SERVICES.

(c) **Security Systems and Alarm Systems.** Although Spectrum will supply a connection (such as an analog line connection), that may allow the operation of Customer's existing security system, alarm system or other non-voice system (such as an elevator alarm line), Spectrum does not guarantee that any such system will be in complete operational order following the installation of Communications Service. As such, it is Customer's obligation to contact its security, alarm or other system provider to inform them of the Communications Services installation, and any change in phone number, and to request a complete operational test of their system immediately following installation of the Communications Services. Spectrum does not provide power back up and is not responsible for the operation of any Customer security, alarm, or any other system in connection with Customer Equipment and, specifically, where the Customer Equipment does not have power backup (e.g., battery backup). In addition, it is Customer's responsibility to test its system on a regular basis. Spectrum does not represent that the Service is fail-safe.

Customer is solely responsible for obtaining such testing, ensuring that such testing is completed in a timely manner, and confirming that the security system and any related Customer Equipment at the Service Location connected to the Communications Service operate properly. Customer is solely responsible for any and all costs associated with this activity. In all cases, it is Customer's responsibility to ensure that use of the Communications Service meets all applicable regulations.

(d) **Prohibited Use.** Spectrum prohibits the use of Communications Service as the connection between medical alert systems and a central monitoring station or a fire alarm, and Spectrum will neither connect to such services nor provide technical support for the connection.

5. Use of Services. Customer is solely responsible for: (i) prevention of Prohibited Use and unauthorized, unlawful, or fraudulent use of, or access to, Communications Services, which use or access is expressly prohibited; and (ii) administration and non-disclosure of any authorization codes provided by Spectrum to Customer. Spectrum may require Customer to immediately shut down its transmission of signals if Spectrum concludes, in its sole discretion, that such transmission is a Prohibited Use or causing interference to other customers or with other transmissions generally.

(a) Spectrum reserves the right (i) to refuse to provide, discontinue, or temporarily suspend Communications Services to or from a Service Location where the necessary facilities or equipment are not available under terms and conditions reasonably acceptable to Spectrum, or (ii) to limit or block Communications Services to and from any Service Location or the use of any authorization code, without any liability whatsoever, in the event that Spectrum detects or reasonably suspects either (a) Prohibited Use or fraudulent, or unlawful use of the Communications Services, or use of the Communications Service in violation of the Service Agreement or this Attachment, or (b) consumption of Communications Services in excess of the credit limit (if any).

(b) Customer's outgoing calls must use an active, valid telephone number assigned to Customer. Use of invalid or unassigned telephone numbers are prohibited for outgoing calls. Customer is responsible for (i) securing its Customer Equipment against placement of fraudulent calls, and (ii) ensuring that Customer Equipment is not being used for any Prohibited Use or fraudulent use or access with Communications Services. Customer shall be responsible for payment of all applicable charges for Communications Services and charged to Customer's accounts, even where those calls are originated by fraudulent means either from Customer's Service Location or from remote locations. Spectrum is not liable for any damages, including toll usage charges, Customer may incur as a result of the unauthorized use of its telephone facilities. This unauthorized use of Customer's facilities includes, but is not limited to, the placement of calls from the Service Location, and the placement of calls through Customer Equipment that are transmitted or carried on Spectrum's Network. Customer shall ensure that all uses by Customer, whether authorized by Customer or not, of the Spectrum Equipment or the Communications Services installed at the Service Location comply with all applicable laws, rules, regulations, and the Service Agreement (including this Attachment).

(c) Spectrum has the right to limit the Communications Service to reasonable quantities of minutes and messages used or consumed by Customer to prevent Prohibited Use and to maintain a high level of service for other Spectrum customers.

6. Access to Telecommunications Relay Communications Service. Telecommunications Relay Service ("TRS") enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone ("TT") or Caption Telephone (collectively, "TDD") or similar devices to communicate with the hearing population not using TDD. It also allows the hearing population not using a TT to communicate with deaf, hard-of-hearing, or speech-impaired persons who do use a TDD. Customer will be able to access the state provider to complete such calls by either dialing the applicable telephone number directly or by dialing the number 711, where available. Spectrum may bill Customer a monthly surcharge in order to fund the TRS system.

If Customer activates Custom Caller ID for Trunks or Customer utilizes its own Customer-defined dialing scheme or PBX configuration, Customer must configure its PBX to out-pulse an active, valid telephone number that is assigned to the Customer and that accurately identifies the Service Location for each outbound call handled by that PBX so that 711/TRS calls complete to the appropriate 711/TRS center.

7. 911 Services.

(a) CUSTOMER ACKNOWLEDGES THAT THE VOICE-ENABLED FIBER CONNECTION, CABLE MODEM, INTEGRATED ACCESS DEVICE (“IAD”) OR OTHER SPECTRUM EQUIPMENT USED TO PROVIDE COMMUNICATIONS SERVICE ARE ELECTRICALLY POWERED AND THAT COMMUNICATIONS SERVICE, INCLUDING THE ABILITY TO ACCESS 911 AND E911 SERVICES AND ALARM, SECURITY, AND OTHER MONITORING SERVICES, MAY NOT OPERATE IN THE EVENT OF AN ELECTRICAL POWER OUTAGE, A SPECTRUM NETWORK SERVICE INTERRUPTION, OR A THIRD-PARTY NETWORK SERVICE INTERRUPTION IF THE COMMUNICATIONS SERVICE IS PROVIDED AS AN OVER-THE-TOP OR OFF-NET (TYPE II) SERVICE USING A THIRD PARTY’S NETWORK. CUSTOMER ALSO ACKNOWLEDGES THAT, IN THE EVENT OF A POWER OUTAGE AT A SERVICE LOCATION, ANY BACK-UP POWER SUPPLY PROVIDED WITH A SPECTRUM-PROVIDED VOICE-ENABLED CABLE MODEM, IAD, OR OTHER SPECTRUM EQUIPMENT USED IN DELIVERING THE COMMUNICATIONS SERVICE MAY ENABLE SERVICE FOR A LIMITED PERIOD OF TIME OR NOT AT ALL, DEPENDING ON THE CIRCUMSTANCES, AND THAT THE USE OF A BACK-UP POWER SUPPLY DOES NOT ENSURE THAT COMMUNICATIONS SERVICE WILL BE AVAILABLE IN ALL CIRCUMSTANCES. CUSTOMER SHALL ADVISE EVERY END USER OF COMMUNICATIONS SERVICE THAT SPECTRUM VOICE-ENABLED CUSTOMER EQUIPMENT IS ELECTRICALLY POWERED AND, IN THE EVENT OF A POWER OUTAGE OR SPECTRUM NETWORK SERVICE INTERRUPTION, COMMUNICATIONS SERVICE AND 911 OR E911 MAY NOT BE AVAILABLE. CUSTOMER SHALL DISTRIBUTE TO ALL END USERS OF COMMUNICATIONS SERVICE LABELS/STICKERS (TO BE SUPPLIED BY SPECTRUM) AND INSTRUCT ALL END USERS OF COMMUNICATIONS SERVICE TO PLACE THEM ON OR NEAR THE EQUIPMENT USED IN CONJUNCTION WITH THE COMMUNICATIONS SERVICE.

(b) Customer is not permitted to move Spectrum Equipment from the Service Location in which it has been installed. If Customer moves any of the voice-enabled cable modem, IAD, or other Spectrum Equipment to an address other than the Service Location identified on the Service Order, calls from the modem, IAD, or other Spectrum Equipment to E911 will appear to E911 emergency service operators to be coming from the Service Location identified on the Service Order and not the new address. Customer shall be solely responsible for directing emergency personnel at the customer premises at each Service Location. ADDITIONALLY, COMMUNICATIONS SERVICE, INCLUDING SOFT PHONE SERVICE, DOES NOT SUPPORT 911 CALLING FROM ANY LOCATION OUTSIDE THE UNITED STATES, AND CUSTOMER AND END USERS WILL BE UNABLE TO USE OR ACCESS 911 OR E911 EMERGENCY CALLING SERVICE FROM SUCH LOCATIONS.

(c) Customer will be notified by Spectrum as to whether the Communications Service to which Customer subscribes includes the capability to support E911 service from multiple locations or from a location other than the Service Location. Customer agrees that Spectrum will not be responsible for any losses or damages arising as a result of the unavailability of Communications Service, including the inability to reach 911 or other emergency services, the inability to contact a security system or other monitoring service provider or any failure or fault relating to Customer Equipment, facilities or services, the use of third-party enterprise 911 solutions, or Customer’s attempt to access Communications Service from a remote location.

(d) In some geographic areas, Communications Service does not provide the capability to support E911 service from any location other than the Service Location. In those areas, if Customer intends to assign telephone numbers to one or more locations other than the Service Location, Customer shall obtain from the incumbent LEC, a competitive LEC, or Spectrum a local telephone line or lines and ensure that (i) the address(es) associated with the additional location(s) are loaded into the 911 database by the provider of the local telephone line(s) such that 911 calls will deliver to the 911 answering point the actual location and address of the 911 caller and (ii) all 911 calls originated from the additional location(s) are transported and delivered over those local telephone lines.

IN SUCH AREAS, CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS SPECTRUM, ITS AFFILIATES, ITS SERVICE PROVIDERS AND SUPPLIERS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, FROM AND AGAINST THIRD PARTY CLAIMS, LIABILITIES, DAMAGES AND EXPENSES, INCLUDING REASONABLE ATTORNEYS’ AND OTHER PROFESSIONALS’ FEES, ARISING OUT OF OR RELATING TO 911 CALLS MADE BY END USERS OF THE COMMUNICATIONS SERVICE FROM LOCATIONS OTHER THAN THE SERVICE LOCATION.

(e) If Customer orders E911 Location Plus, (i) Customer may add and/or manage station level address information for telephone numbers at the Service Location through use of the E911 Location Plus self-service web portal; (ii) Customer shall be solely responsible for complying with all applicable local, state, and federal laws, rules, regulations and requirements for operation and use of a multi-line telephone system and for providing accurate station level address information (i.e., the applicable characters for display at a 911 operator) for Customer's telephone numbers; (iii) Customer will transmit the telephone number to Spectrum that is associated with the station that placed a 911 call; and (iv) Customer will ensure the initial and continuing accuracy of the station level address information for each Customer telephone number in the E911 Location Plus self-service web portal.

Updates or modifications to station level address information in the E911 Location Plus self-service web portal may require up to 24 hours for implementation and/or updating. Non-Spectrum telephone numbers are not supported and may not be entered into the E911 Location Plus self-service web portal. Notwithstanding Customer's use of E911 Location Plus, Customer is solely responsible for directing emergency personnel at the Service Location.

(f) Customer shall not use the Communications Services, or allow the Communications Services to be used, (i) to provide 911 or E911 services; (ii) route 911 or E911 traffic to any public safety answering point, statewide default answering point, or appropriate local emergency authority or emergency responders; or (iii) for any automatic location information services related to E911 or in any other manner that would cause, or be likely to cause, Spectrum to qualify as a "Covered Service Provider" as defined in 47 C.F.R. §9.19 or any successor provision of the rules of the Federal Communication Commission. Any breach of this provision shall constitute a material breach of the Service Agreement.

(g) CUSTOMER ACKNOWLEDGES THAT SPECTRUM'S "ANYWHERE CONNECT" OR OTHER SOFTPHONE SOFTWARE OR APPLICATIONS (COLLECTIVELY "SOFTPHONE APPLICATIONS") ARE NOT A REPLACEMENT FOR MOBILE OR FIXED LINE VOICE SERVICES. SOFTPHONE APPLICATIONS DO NOT PERMIT END USERS TO MAKE 911 OR OTHER EMERGENCY CALLS. CUSTOMER SHALL PROVIDE ALTERNATIVE COMMUNICATION OPTIONS TO ENABLE END USERS TO MAKE 911 AND OTHER EMERGENCY CALLS WHEN USING SPECTRUM'S SOFTPHONE APPLICATIONS.

BEGINNING ON JANUARY 6, 2022: Notwithstanding the preceding paragraph, if Customer ordered soft phone service and/or a Softphone Application on or after February 16, 2020, Customer will have 911 calling capability with its soft phone service or Softphone Application beginning on January 6, 2022 if Customer's software and service is properly installed, configured and updated. Customer understands that such soft phone service and Softphone Application, including 911 calling capability, will not function properly unless correct and valid address information has been entered into the soft phone service or Softphone Application that reflects the application and/or associated device location. Customer further understands that such soft phone service and Softphone Application will not function or will not function properly: (i) if a user attempts a 911 call from a location different than the address provided in the soft phone service or Softphone Application; (ii) during any disruption of power or Internet connectivity at the user's location; (iii) during any period of services or E911 outage or failure beyond Spectrum's control; (iv) if incorrect or invalid address information is provided or if such information is not updated by user in the event of a change in user's location; (v) if user's equipment fails to function, is not properly configured, or is defective; or (vi) if instructions, requirements or obligations for proper operation of the soft phone service or Softphone Application are not executed completely and properly.

8. Custom Caller-ID (Voice Services only). If Customer activates Custom Caller ID for Trunks, which permits a customer to define the telephone number that Spectrum makes available to call recipients for Caller ID purposes, the telephone number chosen must be an active, valid telephone number that is assigned to Customer. Custom Caller ID for Trunks may be used only where Customer employs Customer Equipment that ensures that 911 and other emergency calls placed by an end user are routed to an appropriate public safety answering point or other responding agency based on the caller's location, in a manner consistent with applicable law. If Customer activates Custom Caller ID, they must configure their PBX to out-pulse an active, valid telephone number that is assigned to the Customer and that accurately identifies the Service Location for each outbound call including TRS, 711, and emergency 911 calls to be handled by that PBX. By activating Custom Caller ID for Trunks, Customer represents and warrants that it employs such a Customer Equipment solution and agrees to continue using such a solution until Customer discontinues its use of Custom Caller ID for Trunks.

Telemarketers or other entities using Custom Caller ID for Trunks must comply with applicable federal and state laws, including obligations requiring identification of: (i) the telemarketer or the party on whose behalf the telemarketing call is made and (ii) the calling party's number ("CPN"), automatic number identification ("ANI"), or customer service number of the party on whose behalf the telemarketing call is made.

The use of incorrect or fictitious CPN, ANI, or other calling party information on such telemarketing calls is prohibited. Custom Caller ID for Trunks may not be used by any person or entity in connection with any unlawful purpose. Customer shall provide proof of telephone number assignment (e.g., by business agreement or evidence the user has access to use the number) upon Spectrum's request.

9. Cross Rate Center Telephone Numbers. If Customer orders or utilizes telephone number(s) with Spectrum Trunking Service that are associated with a rate center that is different than the rate center where the Spectrum trunking service is located, (i) Customer's telephone number(s) will be provisioned as Direct Inward Dialing (DID) numbers on the Spectrum Trunking Service (referred to as "Cross Rate Center DIDs"); (ii) all calls originated from the Cross Rate Center DIDs will be rated based upon the rate center associated with the Spectrum Trunking Service location; and (iii) the address information for E911 calls from the Cross Rate Center DIDs shall be the address associated with the Spectrum Trunking Service location. Cross Rate Center DIDs may not be available in all Spectrum service areas, and Customer may purchase Remote Call Forwarding (RCF) or Remote Number Forwarding (RNF) in service areas where Cross Rate Center DIDs are not available.

10. Centralized PBX Support. If Customer orders Centralized PBX Support for a Customer PBX that serves multiple Customer locations (each, referred to as a "Remote Site"), Customer will connect each Remote Site to a single site on the Customer's network (referred to as a "Hub Site") and Spectrum Trunking Service will be installed at the Hub Site. The demarcation point for each Remote Site will be the Hub Site location where the Spectrum Trunking Service is installed. Customer is responsible for the quality of the network and connections, including the voice Quality of Service (QOS), on its side of the demarcation point, unless such network and connections are provided by Spectrum. Additionally, the following requirements are applicable to Centralized PBX Support:

(a) Telephone numbers utilized at each Remote Site (i) must be associated with the rate center where the Remote Site is located, and (ii) must be in a Spectrum service area.

(b) Cross rate center telephone number assignment is not permitted with Centralized PBX Support. Customer may purchase Remote Call Forwarding (RCF) or Remote Number Forwarding (RNF) if a Remote Site requires telephone numbers that are associated with a rate center that is different than the rate center where the Remote Site is located.

(c) The address information for E911 calls from a Remote Site shall be the address associated with the Remote Site. Customer is solely responsible for providing Spectrum with accurate telephone number and service address information for each Remote Site. Customer must contact Spectrum before moving telephones or telephone numbers to any address other than the Remote Site, otherwise calls from the telephones or telephone numbers will appear to E911 emergency service operators to be coming from the Remote Site and not the new address.

(d) Spectrum will calculate and remit 911 fees for each Remote Site based on state and local regulations at the address where telephone(s) and telephone number(s) are located and emergency services are dispatched.

(e) All calls from a Remote Site will be rated based upon the rate center associated with telephone number(s) at the Remote Site.

11. Access. Customer agrees to provide Spectrum and its authorized agents with access to Customer's internal telephone or local area network wiring at the network interface device or at some other minimum point of entry in order to facilitate the installation and operation of Communications Service over existing wiring. Customer hereby authorizes Spectrum to make any requests to Customer's landlord, building owner and/or building manager, as appropriate, and to make any requests to other or prior communications service providers, as necessary and appropriate, to ensure that Spectrum has all access to inside wiring and cabling necessary and sufficient to efficiently and securely install Communications Service and all related Spectrum Equipment. The agents and employees of Spectrum shall have the right to enter the Service Location at any reasonable hour for the purpose of installing, inspecting, maintaining, or repairing Spectrum Equipment, instruments and/or lines, or upon termination of the Communications Service, for the purpose of removing such Spectrum Equipment, instruments, and/or lines. Communications Services are offered to businesses only and are not available for residential use.

12. Customer Equipment. Spectrum's obligation is to provide Communications Services to the customer-accessible interface device or equipment installed by Spectrum at the Spectrum Network Demarcation Point at the Service Location. The "Demarcation Point" is the point of interconnection between the Spectrum Equipment or other facilities and the wiring at the Service Location. Customer is responsible for ensuring that all such Customer Equipment conforms to the Federal Communications Commission's requirements set forth in Part 68 of the Code of Federal Regulations (as amended), and Spectrum may discontinue the provision of Communications Services to any location where Customer Equipment fails to conform to such regulations.

Without limiting the foregoing, in the event that Customer-provided fiber, coax, copper wiring, and/or point-to-point wireless, or a segment of the foregoing provided by Customer, (collectively "Customer Facilities") are used in the delivery of Communications Services, Customer shall be solely responsible for the condition, performance, maintenance, repair, and replacement of such Customer Facilities, at all times. Upon request, Customer shall provide Spectrum with access to the Customer Facilities, for Spectrum to inspect the condition of Customer Facilities prior to Spectrum's installation of the Communications Service, provided that Spectrum shall not be required to conduct such inspection, and such inspection or statements made by Spectrum in connection therewith shall in no way constitute a representation, warranty or guarantee that the Customer Facilities are fit for use with the Service. Notwithstanding anything in the Service Agreement to the contrary, Spectrum shall not be liable or responsible, nor shall it provide Service Credits under any Service Level Agreements, for any Service delays, disruptions, degradations, repairs, maintenance, failures or any other Service issues caused by or resulting from Customer Facilities.

Customer shall be solely responsible for satisfying all legal requirements for interconnecting Customer-provided terminal equipment or communications systems with other provider's facilities, including, without limitation, application for all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. Satisfaction of all legal requirements, any interface equipment or any other facilities necessary to interconnect the facilities of Spectrum and other providers must be provided at Customer's sole expense.

13. CPNI. As a provider of telecommunications and interconnected VoIP services, Spectrum takes seriously its responsibility to protect the confidentiality of its customers' proprietary network information ("CPNI"). Spectrum is committed to protecting its telecommunications and interconnected VoIP service customers' CPNI in accordance with applicable regulatory and statutory requirements. CPNI is customer-specific data that is collected by Spectrum in the course of providing telecommunications or interconnected VoIP services to its customers, and includes information relating to the quantity, technical configuration, type, destination, location, and amount of telecommunications and interconnected VoIP service usage by Customer, and information contained in Customer's bills that is obtained by Spectrum pursuant to its provision of telecommunications or interconnected VoIP service. Customer CPNI will be protected by Spectrum as described herein, in the Spectrum Privacy Policy and in accordance with applicable federal and state requirements. Notwithstanding anything else in this Agreement, the following shall not be CPNI: (i) Customer's directory listing information (*i.e.*, Customer's name, address, and telephone number), and (ii) aggregated, deidentified and/or compiled information that does not contain individual customer characteristics, even if CPNI was used as a basis for such information.

(a) Spectrum may use and disclose Calling Details and CPNI when required by applicable law.

(b) Spectrum may use Calling Details and CPNI and share (including via email) Calling Details and CPNI with its partners and contractors, as well as with Customer's employees and representatives, without Customer consent: (i) to provide services and bills to Customer; (ii) pursuant to applicable law; (iii) to protect the interests of Spectrum, Customer and related parties in preventing fraud, theft of services, abuse, harassment and misuse of telephone services; (iv) to protect the security and integrity of Spectrum Network systems; and (v) to market additional Spectrum services to Customer that are of the same category as the services that Customer purchases from Spectrum.

(c) Spectrum will obtain Customer's consent before using Calling Details or CPNI to market to Customer Spectrum services that are not within the categories of Services that Customer purchases from Spectrum. Customer agrees that Spectrum will not be liable for any losses or damages arising as a result of disclosure of Calling Details or CPNI in accordance with the terms of this Attachment.

(d) Spectrum will respond to Customer requests for Customer Calling Details only in compliance with Spectrum's then- current authentication requirements and applicable law. Such authentication requirements may require Customer to obtain a secure password, which may be required for both online and telephone requests for Calling Details. Spectrum will notify Customer of any requests to change account passwords, activate online account access, and change Customer's account address of record. Spectrum may provide such notice by voicemail, by email or by regular mail to Customer's prior account address of record.

(e) Customer may identify a person or persons who are authorized to request Calling Details by executing an Agency Letter provided by Spectrum upon request. Customer is responsible for: (i) ensuring that Spectrum receives timely notice of any changes to the list of authorized individuals identified in the Agency Letter.

Spectrum will not be liable to Customer for any disclosure of Calling Details (including CPNI) that occurs if Spectrum has complied with the Agency Letter.

(f) Provided that Customer is served by at least one dedicated Spectrum representative under this Attachment B, Spectrum may use any one of the authentication methods specified below to confirm that a person seeking Customer CPNI (including, without restriction, call detail records) is authorized to receive it.

(g) Spectrum will not be liable to Customer for any disclosure of CPNI (including call detail records) that occurs if Spectrum has complied with one or more of these authentication methods.

- Agency Letter. As provided in paragraph 12.e, Spectrum may provide CPNI to any individual pursuant to the terms of an Agency Letter.
- Circuit ID. Spectrum may provide Customer CPNI to an individual that correctly identifies a Customer Circuit ID— i.e., a Spectrum-specific identifier assigned to a data or voice network connection between two locations.
- Premier Code. Spectrum may provide Customer CPNI to an individual that correctly identifies Customer's Premier Code—i.e., a 4-digit code that Spectrum may provide to Customer.
- Security Code (CPNI code) Spectrum may provide Customer CPNI to an individual that correctly identifies the account's security code – i.e., a 4-digit code that Spectrum may provide to Customer.
- Last 4 digits of any MAC addresses listed on account. Spectrum may provide Customer CPNI to an individual that correctly identifies the last 4 digits of the MAC address of any Spectrum-issued device listed on the account – i.e., a cable modem, telephony equipment, set top boxes, etc.
- Full serial number of any piece of Spectrum Equipment on Customer's account. Spectrum may provide Customer CPNI to an individual that correctly identifies the full serial number of any Spectrum-issued equipment listed on the account - i.e., a cable modem, telephony equipment, set top boxes, etc.

Spectrum reserves the right to add, remove, or alter these authentication methods in its sole discretion.

In the event of a conflict or inconsistency between the CPNI terms in this Attachment B and the remainder of the Service Agreement, the CPNI terms in Attachment B shall control.

14. Directory Listings. Spectrum will facilitate the inclusion of its business customers in alphabetical white and yellow pages directories and/or electronic compilations, as requested and available in Spectrum's service area. These listings are intended as a resource for interested parties who can use them to find the telephone numbers of Spectrum customers who subscribe to Communications Services. Spectrum, in its sole discretion, may limit the length of any listing in a directory or electronic compilation by abbreviating the listing. Listings may be subject to additional rules and restrictions. Toll free and private number service may be available to Customer for an additional charge. A listing may be omitted from a directory or electronic compilation upon Customer's request.

IN THE EVENT THAT A MATERIAL ERROR OR OMISSION IN CUSTOMER'S DIRECTORY LISTING INFORMATION, REGARDLESS OF FORM, IS CAUSED BY SPECTRUM, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY SHALL BE A SERVICE CREDIT IN AN AMOUNT SET BY SPECTRUM'S THEN-CURRENT STANDARD POLICIES OR AS PRESCRIBED BY APPLICABLE REGULATORY REQUIREMENTS, IF ANY. SPECTRUM SHALL HAVE NO OTHER LIABILITY FOR ANY ERROR OR OMISSION IN ANY DIRECTORY LISTING INFORMATION.

15. Usage Rates/Minute Packages. Communications Services may be subject to usage pricing plans or minutes of use packages that apply charges for certain calls, including international calls and inbound toll-free calls. Unless otherwise specified in Customer's Service Order or Contract, usage pricing plans or packages are available for Trunking Service at enterprise.spectrum.com/services/voice/enterprise-trunking/rates.html and for Unified Communications at enterprise.spectrum.com/services/voice/unified-communications/rates.html. Spectrum reserves the right to change its usage pricing plans and packages at any time.

16. Number Porting. Upon submission of a Service Order, Customer may port a telephone number within the rate center for its particular Service Location, or a toll-free number from an existing toll-free service provider, to Spectrum for use with Communications Services. Customer represents and warrants that it has all necessary rights and authority for any porting request, will provide copies of letters of authority authorizing the same upon request, AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS SPECTRUM AND ITS AFFILIATES FROM ANY THIRD-PARTY CLAIM RELATED TO OR ARISING OUT OF ANY PORTING REQUEST.

Spectrum shall coordinate telephone number porting with Customer's former local service provider ("FLSP") or former toll-free service provider, as appropriate, using the operational process for coordinating telephone number porting as prescribed by the appropriate regulatory authority.

Spectrum may receive requests to port a telephone number currently assigned to Customer to a third -party service provider. Customer agrees that until such time as the porting process has been completed and no further traffic for any ported telephone number traverses the Spectrum Network, Customer shall remain bound by the terms of the Service Agreement and this Attachment (including, without limitation, Customer's obligation to pay for any applicable Services) for any and all traffic which remains on any Customer telephone numbers.

Notwithstanding the foregoing, Customer shall notify Spectrum at least five (5) business days in advance of Customer requesting more than twenty (20) telephone numbers to be ported from Spectrum to another service provider. Customer has no property right in telephone number(s) or any other call number designations associated with the Communication Services, and Spectrum may change such numbers as deemed necessary.

17. Call Redirect. If a PRI Service, Analog Lines over Fiber, or Hosted Communication Service Customer elects to redirect calls to an alternate number and if the receiving telephone number is charged as domestic long distance, charges will be applied against Customer's MOU package on the account or, if exceeded, at the applicable long distance rates.

18. Fiber Internet Access Bundles. If Customer purchases a discounted bundled offering from Spectrum including a SIP Trunking Service or Hosted Communications Services combined with Spectrum Fiber Internet Access, Customer must have the Trunking or Hosted Communications Service installed and billing within four months after the provisioning and turn-up of the bundled data circuit.

The monthly recurring charge will revert to the non-bundled rate for the installed service if Customer fails to accept both Services within this timeframe.

19. Unified Communications Service Data. Spectrum and any third-party service provider Spectrum uses to provide Unified Communications Services may use Customer data provided to such service provider in the course of the performance of the Unified Communications Services, including but not limited to any personal data of Customer's employees ("UCS Data"), other than content transmitted by the Unified Communications Services, to (a) communicate with Spectrum or Customer, and (b) administer and/or perform this Service Agreement, any Service Order, and/or any agreement between Spectrum and such third-party service provider. Spectrum and such service provider may access or disclose UCS Data and related information, to: (i) satisfy legal requirements, comply with the law or respond to subpoenas, warrants or court orders, or (ii) act on a good faith belief that such access or disclosure is necessary to protect the personal safety of Spectrum's or such service provider's employees, customers or the public.

20. Voicemail; Call Recording and HIPAA. This paragraph shall apply if Customer is a Covered Entity or Business Associate under HIPAA. If Customer is a Covered Entity or Business Associate, and intends to create, receive, maintain or transmit protected health information ("PHI") through the use of the Hosted Communications Services, Customer agrees that with regard to the Voice Services (i.e. telephone service alone), Spectrum is acting solely as a "conduit". Under HIPAA, a "conduit" is a party that transports information but does not access it other than on a random or infrequent basis necessary for the performance of the transportation service or as required by law. However, Customer agrees that it shall notify Spectrum, and the parties shall enter into Spectrum's Business Associate Agreement, if Customer is to receive or store any PHI on the voicemail or call recording features of the Hosted Communications Services, both of which must occur before such receipt or storage of PHI. In such event, Customer further agrees that it shall not enable or otherwise use any "voicemail to e-mail" feature in connection with the Hosted Communications Services. As used herein, "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as amended, and its implementing rules and regulations, and "Covered Entity," "Business Associate," and "protected health information" shall have their respective meanings as defined by HIPAA.

21. Webex End User Terms. . In addition to the terms of this Service Agreement, this Attachment, and any applicable Service Order, when using Webex products or services offered through Spectrum, Customer and each End User agrees and accepts Cisco's applicable Webex terms, including the following:

- (i) Cisco Privacy Data Sheets for Webex Meetings and Webex Teams available at: https://trustportal.cisco.com/c/r/ctp/trust-portal.html#/customer_transparency, and
- (ii) Cisco End User License Agreement for the Cisco client software installed by Customer or End User and for the cloud services used by Customer or End User available at www.cisco.com/go/eula.

Attachment C

Spectrum Business High-Speed Internet Service (“Internet Service”)

Spectrum Business High-Speed Internet Service¹. Internet access service implemented using a hybrid fiber/coax (“HFC”) or a fiber access network. Customer interface to the data network is via Ethernet connection. Internet Service enables a variety of upstream and downstream rates. If Customer elects to receive Internet Service, Spectrum shall provide connectivity from Customer site(s) to Customer’s data network.

Certain Internet Services, or features of Internet Services, may not be available in all service areas and may change from time to time, in Spectrum’s sole discretion. In addition, certain non-facilities-based services provided by third parties may be offered to Customer by Spectrum (“Third-Party Services”). Third Party Services may be subject to additional terms and conditions. Except to the limited extent described in this Attachment, Spectrum makes no warranties of any kind (express or implied) regarding Third-Party Services and hereby disclaims any and all warranties pertaining thereto (including implied warranties of title, non-infringement, merchantability, and fitness for a particular purpose). Spectrum does not have title to and is not the manufacturer of any software or hardware components of any Third-Party Services nor is Spectrum the supplier of any components of such software or hardware. IN NO EVENT SHALL SPECTRUM BE LIABLE FOR ANY DAMAGES ARISING FROM THE PERFORMANCE OR NONPERFORMANCE OF ANY THIRD-PARTY SERVICES.

Customer’s use of the Internet Service is subject to the following additional terms and conditions:

- 1. Minimum Equipment Requirements.** Customer shall maintain certain minimum equipment and software to receive the Internet Service (see www.business.spectrum.com for the current specifications). The minimum configuration standards may change, and Spectrum will make reasonable efforts to support previously acceptable configurations; however, Spectrum is not obligated to continue to provide such support. Spectrum may supply Spectrum Equipment such as modems, gateways, routers, or wireless cards, for a fee, to operate the Internet Service. Spectrum reserves the right to provide service only to users with Spectrum-approved equipment. Customer acknowledges that such Spectrum Equipment may require updates and/or changes to the software resident in the Spectrum Equipment and that Customer may be required to perform such updates and/or changes. Customer hereby authorizes Spectrum to perform updates or changes, on-site or remotely from time to time as Spectrum deems necessary, in Spectrum’s sole discretion. Customer will not connect any equipment, other than equipment authorized by Spectrum, to the Spectrum Network. When Spectrum installs the Internet Service, Customer will need a network interface card or adapter providing an Ethernet connection. Alternatively, Customer may connect to a networking device (commonly referred to as a router or gateway).
- 2. Software.** At the time of installation of the Internet Service, Spectrum may provide Customer with common Spectrum or third-party software (e.g., a browser and plug-ins) to enable and enhance the Internet Service, subject to the license terms and restrictions in the Spectrum Service Agreement. Customer hereby represents and warrants to Spectrum that Customer owns the operating system software and associated use/license rights thereto for the computers that are connected to the Spectrum Network.
- 3. Internet Service Speeds.** Spectrum shall use commercially reasonable efforts to achieve the Internet speed attributable to the bandwidth for the Internet Service selected by Customer, however, actual speed, also known as throughput rate, may vary. Many factors affect speed experienced by Customer as outlined in Spectrum’s Network Management Practices.
- 4. Security.** Customer shall take commercially reasonable security measures when using the Internet Service and assumes sole responsibility for use of the Internet Service and for access to and use of Customer Equipment used in connection with the Internet Service and Spectrum Network.
- 5. Electronic Addresses; Mailboxes.** All non-vanity email addresses, email account names, and IP addresses (“Electronic Addresses”) provided by Spectrum (and not through Customer’s domain) are the property of Spectrum. Customer may not alter, modify, sell, lease, assign, encumber or otherwise tamper with the Electronic Addresses.

¹ Customers that purchased Internet services from Time Warner Cable Business Class, Brighthouse Networks, or Charter before June 11, 2017 may continue to receive the same Internet service plan, features, and supplemental services at the same prices offered as of June 11, 2017 (“Legacy Services”) until such time as Spectrum discontinues the Legacy Services by written notice to such Customers. If Customer elects to receive Spectrum Business Internet Services available as of June 11, 2017, then Customer will no longer be eligible to receive any Legacy Services, including, without limitation, any supplemental services or features that may not be available as part of the Spectrum Business Internet Services. Please contact your Spectrum sales representative for further information.

6. Mailboxes. Spectrum owns any and all mailboxes associated with the Internet Service and may reclaim such mailboxes at any time for any reason. Spectrum may also limit the number of new email addresses available per account and the number of email messages that may be sent within a 24-hour time period. Spectrum may lock inactive mailboxes and prohibit the mailbox from receiving new email messages. Customer acknowledges that upon termination of Internet Service, Spectrum will suspend all accounts associated with the Internet Service and delete the contents of all mailboxes, if any. Deleted content cannot be recovered. Email addresses are not permanently retired and become eligible to be reused at Spectrum's sole discretion.

7. Mail Storage. In no event will Spectrum be responsible for maintaining, and Spectrum will not guarantee storage of, email for any period of time. Spectrum also reserves the right to enforce email storage limits.

8. Cookies. Customer may access their Spectrum email account at <https://www.spectrumbusiness.net> or by using the Customer's software application (e.g., Outlook, Outlook Express, Apple Mail). When accessing email at <https://www.spectrumbusiness.net>. Customer must have its Internet browser configured to accept cookies. Spectrum will notify the End User if the browser is not configured to accept cookies.

9. Changes of Address. Spectrum may change addressing schemes, including email and IP addresses provided by Spectrum.

10. Acceptable Use Policy. Customer shall comply with the terms of Spectrum's Acceptable Use Policy ("AUP") found at www.business.spectrum.com and that policy is incorporated by reference into this Service Agreement. Customer represents and warrants that Customer has read the AUP and shall be bound by its terms as they may be amended, revised, replaced, supplemented or otherwise changed from time-to-time by Spectrum with or without notice to Customer. Spectrum may suspend Service immediately for any violation of the AUP.

11. Spectrum Business WiFi. Spectrum Business WiFi supported by a Spectrum-provided wireless router is a service available to certain Customers and provides wireless access to the Internet Service within the Service Location ("WiFi Network"), for which Customer may be charged a fee consistent with Spectrum's then-current practices. Customer must purchase Spectrum Internet Service in order to receive Spectrum Business WiFi. The Spectrum-provided WiFi router comes programmed with certain default settings and configurations for the WiFi Network. Customer may modify the default settings and configurations on the Spectrum-provided WiFi router although Spectrum recommends maintaining the default configuration and settings. Spectrum does not guarantee the security of the Spectrum-provided WiFi router and Customer's connection to the Internet Service via the WiFi Network. Customer understands and agrees that Customer is solely responsible for the security of its WiFi Network and must enable and use encryption in order to access Spectrum-provided applications. Customer understands that this service is intended to be used by the Customer and its End Users and that Spectrum accepts no liabilities for any third-party usage.

12. The Spectrum-provided WiFi router will collect and maintain certain information regarding access to and use of the WiFi Network, which information shall include but not be limited to device identifiers, device name, device type, applications and protocols, connections, and traffic flows. Such information will be used by Spectrum to provide the Internet Service and support, as well as for Spectrum's internal business analytics regarding the use of the Internet Service. Customer acknowledges and agrees that Spectrum shall have access to the network name and password associated with the Spectrum-provided WiFi router in order to provide support and diagnostic services. Spectrum reserves the right to modify the WiFi network name and password for the Spectrum-provided WiFi router in order to safeguard Internet security, the security and privacy of Customer's information, where required by law, or for other good cause to provide, upgrade, and maintain the Internet Service, and protect the network, other users of the Internet, or our customers and subscribers. Abusive, vulgar, offensive, inappropriate or profane WiFi Network names are prohibited and may be modified in Spectrum's sole discretion. Customer acknowledges that the Spectrum-provided WiFi router is Spectrum Equipment.

13. Spectrum Business WiFi Hotspot. Spectrum reserves the right to preconfigure the Spectrum-provided WiFi router to distribute a wireless Internet access point (i.e., a Spectrum Business WiFi Hotspot, a "WiFi Hotspot") separate from the WiFi Network. Any use of bandwidth from such wireless access point by third parties will not be considered to be use by the Customer for any purpose. Customer shall have the right to disable such WiFi Hotspot, and shall not be responsible for the security of the WiFi Hotspot.

14. To be eligible to receive the WiFi Hotspot. Customer must be receiving Spectrum Internet Service. Subject to the foregoing, Spectrum will, and Customer grants Spectrum permission to, attach, install, maintain, operate, and upgrade WiFi-related equipment, cables and devices ("WiFi Equipment") on and within the Service Location. The WiFi Equipment will be operated by Spectrum, at no cost to Customer, in order to provide the WiFi Hotspot at the Service Location(s). Customer agrees to provide a standard power source for operation of the WiFi Equipment.

(a) Customer's use of the WiFi Hotspot is subject to the following additional terms and conditions:

- i. The WiFi Hotspot made available at Service Location(s) may be accessed by Customer and its End Users through their Spectrum accounts for no additional charge.
- ii. To access the WiFi Hotspot, Customer and its End Users and patrons must have a WiFi-enabled device that meets the technical specifications for the WiFi Hotspot.
- iii. Customer grants Spectrum the right to advertise, market and otherwise promote Customer's location(s) as a WiFi Hotspot access point(s), in any and all forms of media now known or hereafter developed, in Spectrum's sole discretion, and Customer grants Spectrum a license to use Customer's names, trademarks and logos in connection with such advertising, marketing and promotion.
- iv. Customer will not be entitled to receive any refunds or credits should the WiFi Hotspot be interrupted or fail, regardless of the length of time during which the WiFi Hotspot is unavailable.
- v. All WiFi Equipment constitutes Spectrum Equipment. Customer may not relocate or disconnect the WiFi Equipment.

15. **Desktop Security Service.** Desktop Security Service is made up of software and hardware components. Spectrum is not the manufacturer or supplier of any software or hardware components of the Desktop Security Service. Spectrum shall update the Desktop Security Service from time-to-time based on manufacturer-provided updates.

Attachment D Fiber Internet Access Service (“FIA Service”)

Fiber Internet Access. If Customer elects to receive the FIA Service, Spectrum shall provide Customer with a dedicated, scalable connection over a packet-based infrastructure with Internet service provider (“ISP”) peering between Customer’s data network identified on a Service Order and Spectrum’s facilities.

FIA Service, or features of FIA Service, may not be available in all service areas. Spectrum’s FIA Service is “On-Net” if it is provided by Spectrum to Service Locations through the Spectrum Network. Spectrum may, in its discretion, provide Customer with “Off-Net” services to geographic locations that are outside of Spectrum’s service area or are not currently connected to the Spectrum Network through third party service providers. In addition, certain non-facilities-based services provided by third parties may be offered to Customer by Spectrum (“Third Party Services”). Third Party Services and Off-Net Services may be subject to additional terms and conditions.

Customer’s use of the FIA Service is subject to the following additional terms and conditions:

1. FIA Service Speeds. Spectrum shall use commercially reasonable efforts to achieve the Internet speed attributable to the bandwidth for the FIA Service selected by Customer on the Service Order, however, actual speed, also known as throughput rate, may vary. Many factors affect speed experienced by Customer as outlined in Spectrum’s Network Management Practices.

2. Bandwidth Management. Spectrum shall have the right, but not the obligation, to (a) monitor traffic on its Network; and (b) monitor Customer’s bandwidth utilization and to limit excessive use of bandwidth (as determined by Spectrum) as Spectrum deems appropriate to efficiently manage the Spectrum Network. If Customer purchases Multi-Path FIA Service, Customer must ensure that no individual Path or data flow of such Service exceeds 2 Gbps (i.e. the rate of data transmission between any two MAC addresses and IP addresses). If Customer’s Multi-Path FIA Service includes a Path or data flow that exceeds 2 Gbps, Spectrum may limit such Path or data flow to 2 Gbps. For purposes of this Attachment, (i) “Path” shall mean a connection permitting data transmission between a MAC address and IP address and another MAC address and IP address, and (ii) “Multi-Path” shall mean FIA Services permitting data transmission between or among three (3) or more MAC addresses and IP addresses.

3. Acceptable Use Policy. Customer shall comply with the terms of Spectrum’s Acceptable Use Policy (“AUP”) found at <https://enterprise.spectrum.com> (or the applicable successor URL) and that policy is incorporated by reference into this Service Agreement. Customer represents and warrants that Customer has read the AUP and shall be bound by its terms as they may be amended, revised, replaced, supplemented or otherwise changed from time-to-time by Spectrum with or without notice to Customer. Spectrum may suspend Service immediately for any violation of the Spectrum AUP.

4. DDoS Protection Services.

(a) This Section only applies if Customer elects to purchase DDoS Protection Service to enable detection of distributed denial of service (“DDoS”) attacks, receive notifications of attacks, mitigation services, and post-event reporting of DDoS attack activity. Spectrum monitors Customer Internet traffic as it travels across Spectrum’s Network to detect anomalies that are symptomatic of a volumetric DDoS attack, as reasonably determined by Spectrum (a “DDoS Attack”). Spectrum requires that Customer: (i) provide information regarding Customer’s Internet traffic before Spectrum can provision the DDoS Protection Service and (ii) cooperate with Spectrum to conduct mitigation testing in order to activate the DDoS Protection Service. After DDoS Protection Service activation, Spectrum will monitor Customer’s Fiber Internet Access (FIA) network traffic flow for variations to the baseline traffic patterns. When the DDoS Protection Service detects an anomaly that is symptomatic of a DDoS Attack, the DDoS Protection Service alerts Spectrum. The DDoS Protection Service and associated countermeasures are configured to reduce disruption of Customer’s legitimate traffic, but Customer may experience slower Internet traffic speed during a DDoS Attack. Spectrum will remove the countermeasures and redirect Customer’s inbound network traffic to its normal path if Spectrum determines that the DDoS Attack has ended and there is no activity symptomatic of a DDoS Attack for an additional 4 hours. Customer may obtain status updates and reporting from Spectrum through a customer portal, or other means as determined by Spectrum. During the provisioning process, Customer may designate whether Spectrum is to provide “Proactive” or “Reactive” mitigation services as further described below. If Customer has designated Proactive mitigation, Customer may switch to Reactive mitigation and if Customer designated Reactive mitigation, Customer may switch to Proactive mitigation, at any time during the Initial Order Term. Spectrum will use commercially reasonable efforts to implement Customer’s change request within five (5) business days of receipt of Customer’s request.

(b) DDoS Proactive Mitigation Services. If Customer designates Proactive mitigation services, following service activation, Spectrum will automatically implement countermeasures upon Spectrum's detection of a DDoS attack.

(c) DDoS Reactive Mitigation Services. If Customer designates Reactive mitigation services, Customer understands that Spectrum will not automatically initiate any DDoS countermeasures unless and until a Customer representative calls Spectrum to notify Spectrum that Customer may be experiencing a DDoS Attack. If Spectrum has an existing ticket indicating detection of a DDoS Attack, Spectrum will use commercially reasonable efforts to initiate countermeasures within 15 minutes.

(d) Customer Requirements. DDoS Protection Services are only available in connection with Spectrum's On-Net FIA Services and are not available in all locations. Spectrum's DDoS Protection Service is provided on an FIA connection by FIA connection basis. In the event Customer has more than one FIA connection advertising the same IP address(es), Customer is required to purchase DDoS Protection Service for each FIA connection. Spectrum's ability to provide the DDoS Protection Services is contingent on (i) Customer providing accurate and timely information to Spectrum, including IP addresses and (ii) Customer-provided equipment and software being compatible with the DDoS Protection Service as determined by Spectrum in its sole discretion (e.g., Spectrum will not be able to provide a 3GB DDoS Protection Service if Customer has a 1GB Firewall).

(e) Disclaimers: Customer acknowledges the following additional terms for the DDoS Protection Services:

- i. SPECTRUM DOES NOT SUPPORT, AND SHALL HAVE NO OBLIGATION TO PROVIDE, MITIGATION WITH RESPECT TO IPv6.
- ii. DDoS mitigation only mitigates the effects of certain types of DDoS attacks and is not designed as a comprehensive security solution. When Customer Internet traffic is traveling over the Spectrum Network, Spectrum makes no guarantees that only DDoS attack traffic will be prevented from reaching the destination or that only legitimate traffic will reach Customer.
- iii. Spectrum makes no warranty, express or implied, that: (1) with respect to DDoS Protection Service, all DDoS attacks will be detected; (2) DDoS Protection Service will successfully mitigate the incident, including without limitation if the DDoS attack generates a traffic volume that exceeds the amount of traffic that Spectrum can divert; or (3) the DDoS Protection Services will be uninterrupted or error-free.

(f) Termination.
If Customer terminates any FIA Service for which Customer has also subscribed to DDoS Protection Service for any reason other than Spectrum's material, uncured breach, then Customer shall be deemed to have terminated the corresponding DDoS Protection Service and Customer shall pay any applicable Termination Charges in accordance with the Service Agreement.

5. Data Center Cross Connect. A "Cross Connect" shall mean a connection between two networks within a data center. If Spectrum needs to connect its Network to Customer's network within a data center or to a third-party's network within a data center to deliver Spectrum Enterprise FIA Service to Customer, then a Cross Connect will be required where an external network-to-network interface (ENNI) connection is not used/unavailable. In such case, Customer may obtain the Cross Connect from the data center operator to make the connection to Spectrum's Network or Customer can request that Spectrum purchase and coordinate installation of the Cross Connect, and if Spectrum agrees, Customer must execute a Service Order reflecting the applicable MRC and any OTC.

Attachment E WIDE AREA NETWORK (“WAN”) SERVICES

Ethernet, Cloud Connect and Wavelengths

1. Ethernet Service. Spectrum will provide Ethernet Services for Customer locations connected over coaxial and/or fiber-optic cable. Connectivity is established between two or more Customer end-points under a unique customer topology. Spectrum will install the coaxial or fiber-optic cable into each Customer site as listed in the Service Order(s). Spectrum will also supply an edge or network interface device, which is Spectrum Equipment, at each site that will be capable of receiving the Service as specified in the Service Order(s).

Spectrum’s Ethernet Services are “On-Net” if they are provided by Spectrum to Service Locations through the Spectrum Network. Spectrum may, in its discretion, provide Customer with “Off-Net” services to geographic locations that are outside of Spectrum’s service area or are not currently connected to the Spectrum Network through third party service providers. Off-Net Services may be subject to additional terms and conditions.

2. Cloud Connect Service. Spectrum will provide a Cloud Connect Service allowing Customer a private, layer 2 connectivity to cloud service providers (CSPs). Therefore, all terms herein shall apply to the Cloud Connect Service in addition to the Ethernet Service.

3. Wavelengths Service. Spectrum will provide Wavelengths for Customer locations connected over fiber-optic cable. Wavelengths are a high speed (10Gbps and 100Gbps), optical data transport solution that uses dense wave division multiplexing (DWDM) technology, delivering low-latency bandwidth across Spectrum Enterprise’s dense fiber network. Connectivity is established between two Customer end-points in a point-to-point topology. Spectrum will install the fiber-optic cable into each Customer site as listed in the Service Order(s). Spectrum will also supply an edge device, which is Spectrum Equipment, at each site that will be capable of receiving the Service as specified in the Service Order(s).

Spectrum’s Wavelengths are “On-Net” if they are provided by Spectrum to Service Locations through the Spectrum Network. Spectrum may, in its discretion, provide Customer with “Off-Net” services to geographic locations that are outside of Spectrum’s service area or are not currently connected to the Spectrum Network through third party service providers. Off-Net Services may be subject to additional terms and conditions.

4. Data Center Cross Connect. A “Cross Connect” shall mean a connection between two networks within a data center. If Spectrum needs to connect its Network to Customer’s network within a data center or to a third-party’s network within a data center to deliver Spectrum Enterprise Ethernet Service to Customer, then a Cross Connect will be required where an external network-to-network interface (ENNI) connection is not used/unavailable. In such case, Customer may obtain the Cross Connect from the data center operator to make the connection to Spectrum’s Network or Customer can request that Spectrum purchase and coordinate installation of the Cross Connect, and if Spectrum agrees, Customer must execute a Service Order reflecting the applicable MRC and any OTC.

5. Additional terms of use. Customer’s use of Ethernet Service, Wavelength and, as applicable, Cloud Connect Service, are subject to the following additional terms and conditions:

(a) If Customer purchases Multi-Path Ethernet Service, Customer must ensure that no individual Path or data flow of such Service exceeds 2 Gbps (i.e. the rate of data transmission between any two MAC addresses and IP addresses). If Customer’s Multi-Path Ethernet Service includes a Path or data flow that exceeds 2 Gbps, Spectrum may limit such Path or data flow to 2 Gbps. For purposes of this Attachment, (i) “Path” shall mean a connection permitting data transmission between a MAC address and IP address and another MAC address and IP address, and (ii) “Multi-Path” shall mean Ethernet Services permitting data transmission between or among three (3) or more MAC addresses and IP addresses.

(b) Spectrum shall have the right, but not the obligation, to (a) monitor traffic on the Spectrum network, in its sole discretion; and (b) monitor Customer’s bandwidth utilization as Spectrum deems appropriate to efficiently manage its Network.

(c) Customer's use of Ethernet and/or Wavelengths Services is presumed by Spectrum to be jurisdictionally interstate, pursuant to the Federal Communications Commission's mixed use "10% Rule" (47 C.F. R. 36.154, 4 FCC Rcd. 1352). It is Customer's sole responsibility to notify Spectrum if Customer's use of the Service is not jurisdictionally interstate pursuant to the 10% Rule and, so long as Customer's use of the Service remains not jurisdictionally interstate, at Supplier's request Customer will recertify that this condition remains in effect.

If Customer fails to provide such certification or if the Customer's certification is inaccurate or invalid, Customer shall be liable for any resulting fees, fines, penalties and/or costs imposed on Spectrum by the Federal Communications Commission or the state regulatory agency in charge of telecommunications services.

In addition, if Spectrum determines that Customer's use of the Ethernet Services is likely to be deemed not to be jurisdictionally interstate, and therefore that Spectrum's provision of the Ethernet Services is likely to put Spectrum or its licenses, permits or business at risk, or otherwise cause financial, regulatory or operational problems for Spectrum, then Spectrum may immediately suspend the provision of any or all Ethernet Service under any or all affected Service Orders until such time as either (a) Customer provides Spectrum with satisfactory assurances that Customer's use of Ethernet Services shall be deemed to be jurisdictionally interstate or (b) Customer is otherwise brought into full compliance with any applicable laws and regulations. Unless prohibited under applicable law, Customer at its own expense, shall indemnify, defend, and hold harmless Indemnified Parties against any and all third party claims, liabilities, lawsuits, damages, losses, judgments, costs, fees and expenses incurred by any Indemnified Parties, including reasonable attorney and other professional fees and court costs incurred by Spectrum Indemnified Parties, to the full extent that such arise from or relate to any fees, fines or penalties incurred by Spectrum as a result of Customer's violation of the 10% Rule.

Attachment F Managed Services

Software-Defined Wide Area Networking Service (“SD-WAN Service”), Managed Network Edge Service (“MNE”), Enterprise Network Edge Service (“ENE”), Managed WiFi Service, Managed Router Service (“MRS”), Managed Security Service (“MSS”) and Virtual Security Service (“vSS”) (collectively, “Managed Services,” and each individually, a “Managed Service”)

If Customer elects to purchase a Managed Service, Spectrum shall provide Customer with any required customer premises equipment (“CPE”) through which Customer can receive the purchased Managed Service(s) at Customer’s Service Location(s) across Customer’s network, as may be more particularly described and set forth in the applicable Service Order.

Customer’s use of any of the Managed Services, as applicable, is subject to the following additional terms and conditions:

The Managed Services may include software, firmware, and hardware components supplied by Spectrum or third parties. Spectrum is not the manufacturer or supplier of any software, firmware or hardware components of the Managed Services. Spectrum may update a Managed Service from time to time based on manufacturer-provided updates.

Technical Configuration Questionnaire.

Spectrum may request that Customer complete a “Technical Configuration Questionnaire” to obtain necessary information in order to provide a Managed Service. Incomplete or incorrect configuration information may adversely affect the Managed Service.

Security Limitations.

In accordance with the Disclaimer of Warranty and Limitation of Liability section of Spectrum’s Terms of Service, Customer assumes sole responsibility for use of the Managed Service and for access to and use of Customer Equipment used in connection with the Managed Service.

1. SOFTWARE DEFINED WIDE AREA NETWORK SERVICE. This section applies only if Customer purchases SD-WAN Service.

(a) Spectrum shall provide Customer with one or more SD-WAN CPE through which Customer can deploy and use virtual private network (“VPN”) connectivity and associated virtualized network functions at Customer’s Service Location(s) across Customer’s network, as may be more particularly described and set forth in the applicable Service Order.

(b) Customer is responsible for Internet connectivity at all Customer’s Service Location(s) in order for Customer to utilize the SD-WAN Service. If Internet connectivity at a Service Location for any reason at any time suffers from degradation or is unavailable, then the SD-WAN Service at such Service Location may be degraded or inoperable.

2. MANAGED NETWORK EDGE SERVICE. This section applies only if the Customer purchases one or more of the MNE Services below. Spectrum shall provide Customer with one or more CPE, as applicable, providing various network functions at Customer’s Service Location(s) across Customer’s network, as may be more particularly described and set forth herein and in the applicable Service Order. Customer and End Users are responsible for Internet connectivity and the provision of power (including any back-up power) at all Service Locations and End User locations (as applicable) in order for Customer and its End Users to utilize the MNE Service. If Internet connectivity or power at a Service Location, End User location, or for CPE suffers degradation or is unavailable for any reason, then the MNE Service at such location, or with respect to such CPE, may be degraded or inoperable. SPECTRUM SHALL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES ARISING AS A RESULT OF THE UNAVAILABILITY OF ANY MNE SERVICE, OR PART THEREOF, FOR ANY REASON, INCLUDING, WITHOUT LIMITATION, ANY CAMERA RECORDING, STORAGE OR ARCHIVING FUNCTIONS, EVEN IF THE FOREGOING IS RELATED TO A SECURITY OR SAFETY RELATED EVENT.

(a) Managed Network Edge. MNE Service provides routing, security, VPN capabilities, and security features at Customer’s Service Locations.

(b) Managed Network Edge WiFi. MNE WiFi Service provides Customer with wireless networking connectivity at Customer's Service Locations. Spectrum will provide Customer with wireless access plan with MNE WiFi to identify recommended placement locations and coverage areas (based on square footage) consistent with quantity of devices ordered. As with any wireless service, actual coverage may vary from design and is limited based on varying factors such as, but not limited to, the number of devices deployed, distance from power source, structural impediments, and other interference factors. It is Customer's responsibility to purchase additional MNE WiFi Service to augment coverage as may be needed.

(c) Managed Network Edge Switch. MNE Switch Service provides Customer with Layer 2/3 switching at Customer's Service Locations.

(d) Managed Network Edge Camera. MNE Camera Service provides Customer with CPE for capturing video data at Customer's Service Locations. Upon request, Spectrum will coordinate with Customer to help identify camera placement locations and coverage areas (based on square footage), consistent with quantity of devices ordered. Actual camera coverage may vary from design and is limited based on various factors, including, but not limited to, the number of devices deployed, distance from power source, structural impediments, and other interference factors. It is Customer's responsibility to purchase additional Camera Services to augment coverage as may be needed.

(e) Managed Network Edge Camera Cloud Storage: MNE Camera Cloud Storage Service provides camera cloud archiving to individual cameras as an add-on service to the MNE Camera Service (a separate cloud storage license is required for each camera). The Camera Cloud Storage Service is offered in 90, 180, and 365 day archiving options.

(f) Managed Network Edge Teleworker. MNE Teleworker Service provides Customer with router and VPN capabilities for remote work locations (e.g., home or small office). MNE Teleworker Service devices will be shipped to the Customer's designated contact who will be responsible for forwarding the devices to End Users. Customer shall also be responsible for retrieving MNE Teleworker Service devices from End Users upon termination of the MNE Teleworker Service. Installation of the MNE Teleworker Service devices will be performed on a self-install basis. Individual End Users shall contact Customer for support regarding the MNE Teleworker Service, and not contact Spectrum directly. Notwithstanding anything in the Terms of Service to the contrary, the MNE Teleworker Service Initial Order Term and Billing Start Date will begin upon delivery of the MNE Teleworker Service equipment to Customer, as indicated by Spectrum's designated courier. Customer must purchase MNE Service from Spectrum in order to purchase MNE Teleworker Service.

(g) Managed Network Edge Virtual Edge (vMX): MNE Virtual Edge (vMX) Service provides a virtualized network edge connecting Customer's network to one of the following cloud environments: Amazon Web Services, Google Cloud Platform, or Microsoft Azure. Customer must establish its own account with Amazon, Google or Microsoft, as applicable, and purchase a cloud instance to host the Virtual Edge software. Customer must purchase MNE Service from Spectrum in order to purchase MNE Virtual Edge (vMX) Service.

(h) Managed Network Edge AnyConnect: MNE AnyConnect Service consists of a VPN server configured on Customer's MNE edge device, and accessed by AnyConnect Plus VPN client software installed on Customer's End Users' device. When using AnyConnect products or services offered through Spectrum, Customer and each End User agrees and accepts Cisco's applicable AnyConnect terms, including the following: (i) Cisco End User License Agreement for AnyConnect Secure Mobility Client available at https://www.cisco.com/c/dam/en_us/about/doing_business/legal/seula/DOC-1.pdf, and (ii) Supplemental End User License Agreement available at https://www.cisco.com/c/dam/en_us/about/doing_business/legal/seula/anyconnect-SEULA-v4x.pdf. Notwithstanding anything in the Terms of Service to the contrary, the MNE AnyConnect Service Initial Order Term and Billing Start Date will begin upon the date that Spectrum provides AnyConnect license information to Customer. Customer must purchase MNE Service from Spectrum in order to purchase MNE AnyConnect Service.

(i) Managed Network Edge Sensors: MNE Sensors provide insights into Customer's workspace. The sensors provide Customer with near real-time visibility and the ability to avoid disruptions by setting alerts and notifications to Customer to changes in conditions in their environments via a portal. Examples of MNE Sensor types include: Temperature and Humidity. Open/Close, Water Detection, Temperature Probe, Air Quality, Smart Button.

(j) Managed Network Edge for Hospitality: MNE for Hospitality Service provides the Customer with a WiFi network solution with wireless access points ("WAPs") deployed at the Service Location to enable designated users of the Customer's choice to wirelessly access the Internet. MNE Hospitality Service or certain features (guest support, property management system (PMS) integration, site management portal, and conference manager), may not be available in all service areas and may change from time to time.

3. ENTERPRISE NETWORK EDGE SERVICE. This section applies only if the Customer purchases one or more of the ENE Services below. Spectrum shall provide Customer with one or more CPE, as applicable, providing various network functions at Customer's Service Location(s) across Customer's network, as may be more particularly described and set forth herein and in the applicable Service Order. Customer is responsible for Internet connectivity and the provision of power (including any back-up power) at all Service Locations in order for Customer to utilize the ENE Service. If Internet connectivity or power at a Service Location, or if CPE suffers degradation or is unavailable for any reason, then the ENE Service at such location may be degraded or inoperable. SPECTRUM SHALL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES ARISING AS A RESULT OF THE UNAVAILABILITY OF ANY ENE SERVICE, OR PART THEREOF, FOR ANY REASON.

(a) Enterprise Network Edge. ENE Service provides routing, VPN capabilities, and security features at Customer's Service Locations.

(b) Enterprise Network Edge Switch. ENE Switch Service provides Customer with Layer 2/3 switching at Customer's Service Locations.

(c) Enterprise Network Edge Virtual Machine. ENE Virtual Machine Service provides a virtualized network edge connecting Customer's network to one of the following cloud environments: Amazon Web Services, Microsoft Azure. Customer must establish its own account with Amazon or Microsoft, as applicable, and purchase a cloud instance to host the Virtual Machine software. Customer must purchase ENE Service from Spectrum in order to purchase ENE Virtual Machine Service.

(d) Enterprise Network Edge WiFi. ENE WiFi Service provides Customer with wireless Networking connectivity at Customer's Service Locations. Spectrum will provide Customer with a wireless access plan with ENE WiFi to identify recommended placement locations and coverage areas (based on square footage) consistent with quantity of devices ordered. As with any wireless service, actual coverage may vary from design and is limited based on varying factors such as, but not limited to, the number of devices deployed, distance from power source, structural impediments, and other interference factors. It is Customer's responsibly to purchase additional ENE WiFi Service to augment coverage as may be needed.

4. MANAGED WIFI SERVICE. This section applies only if Customer purchases the Managed WiFi Service.

(a) Spectrum will provide Managed WiFi solution with wireless access points ("WAPs") deployed at the designated Service Location to enable designated users of the Customer's choice to wirelessly access the Internet as more specifically set forth in a Service Order. Managed WiFi Service or certain features, may not be available in all service areas and may change from time to time, in Spectrum's sole discretion.

(b) Internet Access. Spectrum may provide Managed WiFi Service to locations where Spectrum will not be the primary Internet access provider, provided that Customer purchases an Internet access Service from Spectrum for the sole purpose of providing Spectrum direct internet connectivity to the Managed WiFi Service equipment (e.g. switches and controllers) for the purpose of administration and monitoring.

(c) Connectivity to Local Area Networks. Configuration of the Managed WiFi Service will be as agreed in the Spectrum WiFi questionnaire completed by the Parties. Customer will need to train and engage Customer's staff for all ongoing support issues. The Managed WiFi Service does not include support for connectivity to any device (printers, laptops, computers, routers, etc.).

5. MANAGED ROUTER SERVICE. This section only applies if Customer purchases MRS.

(a) Spectrum will provide a managed router solution with a router deployed at the designated Service Location configured according to the Questionnaire. MRS or certain features, may not be available in all service areas and may change from time to time.

(b) Connectivity. MRS is only available when connected via Spectrum FIA, Spectrum Business High-Speed Internet Service, or Spectrum Ethernet Services. A third party connection can be used as a secondary connection where Spectrum is providing the primary connection.

(c) Termination. If Customer terminates the Spectrum Service to which Customer has connected the MRS, then Customer shall be deemed to have terminated the corresponding MRS and may be subject to Termination Charges in accordance with the Terms of Service.

6. MANAGED SECURITY SERVICE. This section only applies if Customer purchases MSS.

(a) Spectrum will provide a managed firewall solution with a firewall deployed at the designated Service Location configured according to the Questionnaire. MSS or certain features, may not be available in all service areas and may change from time to time.

(b) Standard and Advanced. MSS has two service levels with different features. MSS Standard provides firewall functions such as port forwarding and NAT. MSS Advanced provides the features from MSS Standard plus additional features such as anti-virus/anti-malware, URL and web filtering, content filtering, intrusion prevention system (IPS) and deep packet inspection.

(c) Connectivity. MSS is only available when connected via Spectrum FIA or Spectrum Business High-Speed Internet Services. A third party connection can be used as a secondary connection where Spectrum is providing the primary connection.

(d) Termination. If Customer terminates the Spectrum Service to which Customer has connected MSS, then Customer shall be deemed to have terminated the MSS and may be subject to Termination Charges in accordance with the Terms of Service.

7. VIRTUAL SECURITY SERVICE. This section only applies if Customer purchases vSS.

(a) vSS delivers firewall capabilities through a virtual firewall hosted in a Spectrum Data Center. The Data Center location is based on the geographic location of Customer site(s) and other considerations made at Spectrum's sole discretion.

(b) Standard and Advanced. vSS has two service levels with different features available. vSS Standard provides firewall functions such as port forwarding, VPN support and NAT. vSS Advanced provides the features from vSS Standard plus additional features such as anti-virus/anti-malware, URL and web filtering, content filtering, intrusion prevention services (IPS) and deep packet inspection.

(c) Connectivity. vSS is only available when connected via Spectrum Ethernet, Spectrum FIA, and/or SD-WAN Service(s).

(d) Termination. If Customer terminates the Spectrum Service to which Customer has connected the vSS, then Customer shall be deemed to have terminated the corresponding vSS and may be subject to Termination Charges in accordance with the Terms of Service.

Attachment G Wireless Internet Access Service

Spectrum Wireless Internet Access Service. Wireless Internet access service is a fixed-location data service, not a voice service that is implemented using 4G LTE Internet access technology ("WIA Service"). The network used to transmit the data services that support WIA Service is owned and operated by a licensed commercial mobile network operator(s) and not Spectrum (the "Third-Party Network"). WIA Service may not be available in all Spectrum service areas.

Spectrum offers two types of WIA Service: **Wireless Internet** and **Wireless Internet Backup**. Customer's use of Wireless Internet and/or Wireless Internet Backup Service is subject to the following additional terms and conditions:

1. **Wireless Internet.**

(a) Plan Terms. Wireless Internet is available in multiple service plans with either unlimited data usage per month or with a data allowance limit per month. For Wireless Internet ordered with unlimited data usage, Spectrum reserves the right to revise the wireless data rate of such service plan to 600Kbps when Customer has used 150GB of data within a single monthly billing cycle. At the start of the next billing cycle, the data usage and data speed will reset. For Wireless Internet ordered with a data allowance, once the data allowance is reached in a given monthly billing cycle, excess data charges may apply as outlined in Section 4 below.

(b) Data Sharing; Excess Data Charges. If Customer purchases more than one of the same Wireless Internet service plans (excluding unlimited plans), all such same service plans will participate within the same data pool ("Data Pool"). For example, if Customer purchases 3-1GB Wireless Internet service plans and 2-5GB Wireless Internet service plans, then Customer will have two separate Data Pools, a 1GB service plan Data Pool and a 5GB service plan Data Pool. The maximum Data Allowance for a Data Pool is calculated as the Wireless Internet service plan data allowance multiplied by the number of service plans. Any unused data in the maximum Data Allowance for a single service plan within the Data Pool is first applied to the overages for the service plan with the lowest overage need and then to the next lowest overage service plan until the maximum Data Allowance has been applied. If the total data usage is less than the maximum Data Allowance for the Data Pool, there is no excess usage charge. If, however, all of the service plans within the Data Pool collectively exceed the maximum Data Allowance, then Customer shall be subject to additional Service Charges with respect to the excess usage as stated on the applicable Service Order. Unused Data Allowance in a given billing cycle does not "roll over" to future billing cycles. Wireless Internet service unlimited service plans and Wireless Internet Backup services are not eligible for participation within a Data Pool.

2. **Wireless Internet Backup.** Wireless Internet Backup is a secondary Internet service and may have limited functionality during failover of the primary Internet service. Customer may only order Wireless Internet Backup with and for the same Order Term as a new or existing FIA Service (up to a maximum of 200 Mbps) provided by Spectrum, and not a third party provider, for the same Service Location, which service shall be cancelled if the FIA Service is terminated for any reason. The wireless data rate will not exceed 10 Mbps. Spectrum may terminate the Wireless Internet Backup Service if Spectrum determines, in its sole discretion, that: (a) Spectrum is unable to provide the Wireless Internet Backup at the requested Service Location; or (b) Customer is using the Wireless Internet Backup as a primary Internet service. Spectrum's termination of the Wireless Internet Backup Service shall have no effect on the FIA Service, which Service Order will remain in effect.

3. **WIA Billing and Data Usage.** The Service Charges will be billed in the amounts stated on the applicable Service Order. Spectrum invoices for monthly recurring Service Charges, plus applicable taxes, fees, and surcharges, in advance on a monthly basis. All usage-based charges will be invoiced monthly in arrears. Except as set forth below with respect to data sharing, if a Service Order for Wireless Internet sets forth a maximum "Data Allowance" (defined below), then Customer shall be subject to the additional Service Charges with respect to such excess usage that is stated on the applicable Service Order. "Data Allowance" means the aggregate number of gigabytes of data that may be sent and received using the Wireless Internet services in a single monthly billing cycle under the applicable Wireless Internet service plan, rounded up to the nearest gigabyte.

4. **Service Quality.** Spectrum selects the Third-Party Network from multiple network operators for each Service Location. Customer acknowledges that (i) WIA Service may be unavailable if the wireless device used in providing WIA Service is not in range of a transmission site; and (ii) there are many factors that may impact availability and quality of WIA Service, including without limitation, network capacity, signal strength, terrain, trees, placement of buildings, environmental conditions, the characteristics of the physical wireless device and any device to which it is attached, government regulations, maintenance, or other activities affecting service operations;

(iii) service interruptions may occur as a result of acts of third parties that damage or impair the Third-Party Network or in connection with modifications, upgrades, relocations, repairs or other similar activities conducted by the Third-Party Network operator; and (iv) data delays and omissions may occur. Spectrum does not guarantee any bandwidth specifications and actual Internet upload and download speed, also known as throughput rate, may vary. The Third-Party Network operators may also suspend services from time-to-time. Customer waives all rights and claims against Spectrum and the Third-Party Network operators related to, or the result of, the unavailability OR QUALITY of WIA SERVICE AND/OR the Third-Party Network.

5. Power Disruptions. The WIA Service equipment is electrically powered and will not work in a power outage. Spectrum may supply Customer with a battery backup for use in the event of a power outage in connection with the Wireless Internet Backup service. WIRELESS INTERNET ACCESS SERVICE DOES NOT HAVE ITS OWN POWER SUPPLY. IF THERE IS A POWER OUTAGE, WIRELESS INTERNET ACCESS SERVICES WILL NOT WORK.

6. Acceptable Use Policy; Third Party Network Terms.

(a) Customer shall comply with the terms of Spectrum's Acceptable Use Policy ("AUP"), found at www.enterprise.spectrum.com (or the applicable successor URL) and that policy is incorporated by reference into this Service Agreement. Customer represents and warrants that Customer has read the AUP and shall be bound by its terms as they may be amended, revised, replaced, supplemented or otherwise changed from time-to-time by Spectrum with or without notice to Customer. Spectrum may suspend Service immediately for any violation of the AUP. The AUP shall apply even though the traffic is delivered over a Third-Party Network.

(b) Customer shall not resell the WIA Service, either alone or as part of a solution, to end users. Customer must also comply with the applicable service terms and conditions and acceptable use and other policies of the Third-Party Network operators ("Third-Party Terms") found at:

AT&T Internet of Things Wireless Communications Service Guide: <https://www.att.com/legal/terms.aup.html>

Verizon ThingSpace Terms and Conditions: <https://thingspace.verizon.com/legal/terms-of-service.html>

The Third-Party Terms may be amended, revised, or supplemented from time to time in the Third-Party Network operator's sole discretion. Customer is solely responsible to verify the applicable Third-Party Terms, including any changes to such Third-Party Terms.

(c) To the extent that the Third-Party Terms or any acceptable use policy are inconsistent with the Spectrum Terms of Service or AUP, the Spectrum Terms of Service and AUP shall control.

7. Security; Use Restrictions. Customer shall take commercially reasonable security measures when using the WIA Service, and Customer assumes sole responsibility for use of the WIA Service and for access to and use of Customer Equipment used in connection with the WIA Service. If Customer Equipment is lost or stolen, Customer shall immediately notify Spectrum in writing so that Spectrum can suspend the WIA Service with respect to such Customer Equipment in order to prevent unauthorized use of the WIA Service. Until Spectrum receives Customer's notification, in a manner directed by Spectrum, of lost or stolen Customer Equipment, Spectrum is entitled to assume that any use of the WIA Service in connection with such device is authorized by Customer and Customer shall be responsible for any such use and associated charges. Customer shall not use WIA Services for any remote medical monitoring or any other activity that is subject to the Health Insurance Portability and Accountability Act. Due to regulatory requirements, Customer must obtain Spectrum's approval before installing, deploying or using any regeneration equipment or similar mechanism (for example, a repeater) to originate, amplify, enhance, retransmit or regenerate WIA Services.

8. Termination.

(a) If Customer cancels a WIA Service, in addition to any applicable Termination Charges, Customer shall pay all Service Charges for the WIA Service through the end of the monthly billing period during which the WIA Service was cancelled, including charges for exceeding any data usage limitations that applied to a WIA Service plan, and applicable taxes and fees.

(b) When a line of service is terminated, Customer shall ensure that the Equipment that was activated on that line ("Terminated Equipment") does not register or attempt to register after such termination on the Third-Party Network on which the WIA Service had been provided.

Spectrum shall have the right to use over-the-air means to access Terminated Equipment for the purpose of downloading software or the Third-Party Network operator's then-current preferred roaming list designed to disable Terminated Equipment to prevent attempts to contact the Third-Party Network.

(c) Spectrum may terminate WIA Service immediately upon notice to Customer if Spectrum is no longer permitted by the Third-Party Network operator to provide WIA Service to its customers for any reason.

NO THIRD-PARTY LIABILITY. CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT IT HAS NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE THIRD-PARTY NETWORK OPERATORS OR THEIR AFFILIATES OR CONTRACTORS AND THAT CUSTOMER IS NOT A THIRD-PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN SPECTRUM OR ITS LICENSORS AND THE THIRD-PARTY NETWORK OPERATORS. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT : (A) THE THIRD-PARTY NETWORK OPERATORS AND THEIR AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO CUSTOMER AND CUSTOMER HEREBY WAIVES ANY AND ALL CLAIMS OR DEMANDS THEREFOR; (B) DATA TRANSMISSIONS AND MESSAGES MAY BE DELAYED, DELETED OR NOT DELIVERED, (C) THE SERVICE IS A FIXED-LOCATION DATA SERVICE, NOT A VOICE SERVICE, AND 911 OR SIMILAR EMERGENCY CALLS MAY NOT BE COMPLETED, AND (D) THE THIRD-PARTY NETWORK OPERATORS CANNOT GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS AND WILL NOT BE LIABLE FOR ANY LACK OF SECURITY RELATING TO THE USE OF THE CONNECTIVITY SERVICES.

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: December 13, 2022

Item Details

Presenter(s): Allen Coleman, Town Clerk

Department(s): Town Clerk's Office

Requested Motion

Motion to adopt a Resolution Directing the Town Clerk to Investigate Petition Received, to accept the Certificate of Sufficiency by the Town Clerk, and to adopt a Resolution Setting the Date of a Public Hearing for January 10, 2023, on the Question of Annexation - Apex Town Council's intent to annex 28.8420 acres, Hatcher Property, Annexation No. 735 into the Town Corporate limits.

Approval Recommended?

Yes

Item Details

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

Satellite

Attachments

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





RESOLUTION DIRECTING THE TOWN CLERK
TO INVESTIGATE PETITION RECEIVED UNDER G.S. § 160A-58.1

Annexation Petition #735
Hatcher Property – 28.8420 acres

WHEREAS, G.S. § 160A- 58.2 provides that the sufficiency of the petition shall be investigated by the Town Clerk before further annexation proceedings may take place; and

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

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

This the 13th day of December, 2022.

Jacques K. Gilbert
Mayor

ATTEST:

Allen L. Coleman, CMC, NCCCC
Town Clerk



CERTIFICATE OF SUFFICIENCY BY THE TOWN CLERK

Annexation Petition#735
Hatcher Property – 28.8420 acres

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

I, Allen L. Coleman, Town Clerk, do hereby certify that I have investigated the annexation petition attached hereto, and have found, as a fact, that said petition is signed by all owners of real property lying in the noncontiguous area described therein, in accordance with G.S.§ 160A-58.1 (b), as amended.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town of Apex, North Carolina this 13th day of December, 2022.

Allen L. Coleman, CMC, NCCCC
Town Clerk

(Seal)



RESOLUTION SETTING DATE OF PUBLIC HEARING
ON THE QUESTION OF ANNEXATION PURSUANT TO G.S.§ 160A-58.2 AS AMENDED

Annexation Petition#735
Hatcher Property – 28.8420 acres

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

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

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

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

Section 1. A public hearing on the question of annexation of the area described herein will be held at the Apex Town Hall at 6 o'clock p.m. on the 10th day of January, 2023.

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

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

This the 13th day of December, 2022.

Jacques K. Gilbert, Mayor

ATTEST:

Allen L. Coleman, Town Clerk

Attachment: Legal Description

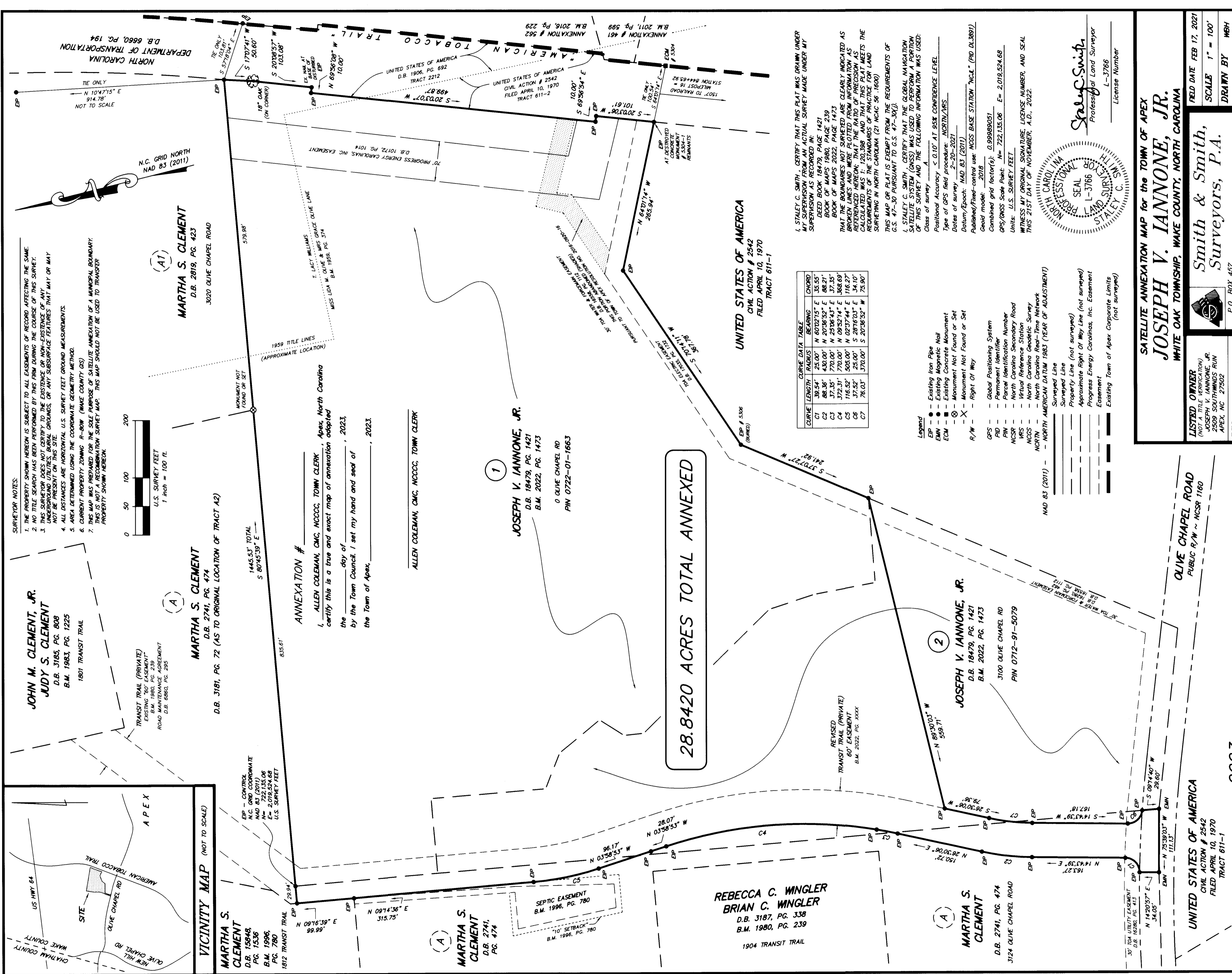
Smith & Smith Surveyors, P.A.
P.O. Box 457
Apex, N.C. 27502
(919) 362-7111
Firm License No. C-0155

Lying and being in White Oak Township, Wake County, North Carolina and being situated 0.75 mile east of Olive Chapel Baptist Church yet west of and adjacent to the American Tobacco Trail and described more fully as follows to wit:

BEGINNING at an existing iron pipe bearing NAD 83 (2011) coordinate values of North 722,135.06 feet, East 2,019,524.68 feet; thence South 80° 45' 39" East, 1415.59 feet to a point; thence South 17° 07' 41" West, 50.60 feet to a point; thence South 20° 08' 57" West, 103.08 feet to a point; thence North 69° 56' 08" West, 10.00 feet to a point; thence South 20° 03' 07" West, 499.87 feet to a point; thence South 69° 56' 54" East, 10.00 feet to a point; thence South 20° 03' 06" West, 101.61 feet to a point; thence North 64° 01' 14" West, 265.94 feet to a point; thence South 70° 14' 11" West, 367.78 feet to a point; thence South 37° 07' 27" West, 241.92 feet to a point; thence North 89° 30' 03" West, 559.71 feet to a point; thence South 26° 30' 06" West, 79.36 feet to a point; thence a curve to the left South 20° 36' 52" West, 75.90 feet (chord), 370.00 feet (radius) to a point; thence South 14° 43' 39" West, 167.18 feet to a point; thence a curve to the left South 28° 16' 03" East, 34.10 feet (chord), 25.00 feet (radius) to a point; thence South 09° 14' 40" West, 29.60 feet to a point; thence North 75° 39' 03" West, 111.13 feet to a point; thence North 14° 20' 57" East, 34.05 feet to a point; thence a curve to the left North 60° 02' 15" East, 35.55 feet (chord), 25.00 feet (radius) to a point; thence North 14° 43' 39" East, 163.27 feet to a point; thence a curve to the right North 20° 36' 52" East, 88.21 feet (chord), 430.00 feet (radius) to a point; thence North 26° 30' 06" East, 150.72 feet to a point; thence a curve to the left North 25° 06' 43" East, 37.35 feet (chord), 770.00 feet (radius) to a point; thence a curve to the left North 09° 52' 14" East, 368.69 feet (chord), 770.00 feet (radius) to a point; thence North 03° 58' 53" West, 28.07 feet to a point; thence North 03° 58' 53" West, 96.17 feet to a point; thence a curve to the right North 02° 37' 44" East, 116.27 feet (chord), 505.00 feet (radius) to a point; thence North 09° 14' 36" East, 315.75 feet to a point; thence North 09° 16' 39" East, 99.99 feet to a point; thence South 80° 45' 39" East, 29.94 feet to the BEGINNING, containing 28.8420 total acres more or less.

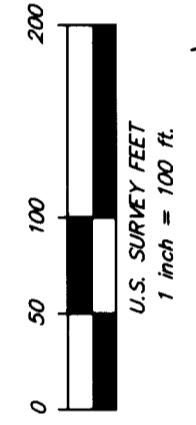
This description was prepared for the sole purpose of satellite annexation of a municipal boundary and for no other use.





SURVEYOR NOTES:

1. THE PROPERTY SHOWN HEREON IS SUBJECT TO ALL EASEMENTS OF RECORD AFFECTING THE SAME.
2. NO TITLE SEARCH HAS BEEN PERFORMED BY THIS FIRM DURING THE COURSE OF THIS SURVEY.
3. THIS SURVEYOR DOES NOT CERTIFY TO THE EXISTENCE OR NON-EXISTENCE OF ANY EASEMENTS OR INTERESTS THAT MAY BE PRESENT ON THIS SITE.
4. ALL DISTANCES ARE HORIZONTAL U.S. SURVEY FEET GROUND MEASUREMENTS.
5. AREA DETERMINED USING THE COORDINATE GEOMETRY METHOD.
6. CURRENT PROPERTY ZONING R-BOW (WAKE COUNTY GS)
7. THIS MAP WAS PREPARED FOR THE SOLE PURPOSE OF SATELLITE ANNEXATION OF A MUNICIPAL BOUNDARY. THIS IS NOT A RECOMMENDATION SURVEY MAP. THIS MAP SHOULD NOT BE USED TO TRANSFER PROPERTY SHOWN HEREON.



MARTHA S. CLEMENT
D.B. 2819, PG. 423
3020 OLIVE CHAPEL ROAD

MARTHA S. CLEMENT
D.B. 2741, PG. 474
D.B. 3181, PG. 72 (AS TO ORIGINAL LOCATION OF TRACT A2)

JOHN M. CLEMENT, JR.
JUDY S. CLEMENT
D.B. 3185, PG. 808
B.M. 1983, PG. 1225
1901 TRANSIT TRAIL

TRANSIT TRAIL (PRIVATE)
EXISTING "60' EASEMENT"
B.M. 1980, PG. 238
B.M. 1983, PG. 1225
ROAD MAINTENANCE AGREEMENT
D.B. 6860, PG. 295

MARTHA S. CLEMENT
D.B. 15848,
PG. 1536
B.M. 1996,
PG. 780
1812 TRANSIT TRAIL

MARTHA S. CLEMENT
D.B. 2741,
PG. 474
1904 TRANSIT TRAIL

JOSEPH V. IANNONE, JR.
D.B. 18479, PG. 1421
B.M. 2022, PG. 1473
0 OLIVE CHAPEL RD
PIN 0722-01-1663

ANNEXATION # _____
I, **ALLEN COLEMAN, CMG, NCCCO, TOWN CLERK**,
Apex, North Carolina
certify this is a true and exact map of annexation adopted
the _____ day of _____, 2023,
by the Town Council. I set my hand and seal of
the Town of Apex, _____, 2023.

ALLEN COLEMAN, CMG, NCCCO, TOWN CLERK

28.8420 ACRES TOTAL ANNEXED

REBECCA C. WINGLER
BRIAN C. WINGLER
D.B. 3187, PG. 338
B.M. 1980, PG. 239
1904 TRANSIT TRAIL

MARTHA S. CLEMENT
D.B. 2741, PG. 474
3124 OLIVE CHAPEL ROAD

JOSEPH V. IANNONE, JR.
D.B. 18479, PG. 1421
B.M. 2022, PG. 1473
3100 OLIVE CHAPEL RD
PIN 0712-91-5079

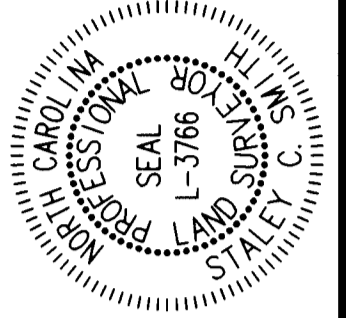
CURVE	LENGTH	RADIUS	BEARING	CHORD
C1	39.54'	25.00'	N 60°12'15" E	35.55'
C2	88.36'	430.00'	N 20°36'52" E	88.21'
C3	37.35'	770.00'	N 25°06'43" E	37.35'
C4	372.31'	770.00'	N 09°52'14" E	368.69'
C5	116.52'	505.00'	N 02°37'44" E	116.27'
C6	37.52'	25.00'	S 28°16'03" E	34.10'
C7	76.03'	370.00'	S 20°36'52" W	75.90'

- Legend**
- Existing Iron Pipe
 - Existing Magnetic Nail
 - Existing Concrete Monument
 - ⊗ Monument Not Found or Set
 - ⊘ Monument Not Found or Set
 - ⊙ Right Of Way
 - GPS - Global Positioning System
 - PID - Permanent Identifier
 - PIN - Parcel Identification Number
 - NCSR - North Carolina Secondary Road
 - VRP - Virtual Reference Station
 - NCCS - North Carolina Geodetic Survey
 - NCRTN - North Carolina Real-Time Network
 - NAD 83 (2011) - NORTH AMERICAN DATUM 1983 (YEAR OF ADJUSTMENT)
 - Surveyed Line
 - Property Line (not surveyed)
 - Approximate Right Of Way Line (not surveyed)
 - Easement
 - Progress Energy Carolinas, Inc. Easement
 - Existing Town of Apex Corporate Limits (not surveyed)

I, STALEY C. SMITH, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION AS RECORDED IN:
DEED BOOK 18479, PAGE 1421
BOOK OF MAPS 1980, PAGE 239
BOOK OF MAPS 2022, PAGE 1473
THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS BROKEN LINES AND WERE PLOTTED FROM INFORMATION AS REFERENCED HEREON; THAT THE RATIO OF PRECISION AS CALCULATED WAS 1:120,388 AND THAT THIS PLAT MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56-1.600)

THIS MAP OR PLAT IS EXEMPT FROM THE REQUIREMENTS OF G.S. 47-30 PURSUANT TO G.S. 47-30(i)

I, STALEY C. SMITH, CERTIFY THAT THE GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) WAS USED TO PERFORM A PORTION OF THIS SURVEY AND THE FOLLOWING INFORMATION WAS USED:
Class of survey: A
Positional Accuracy: $\le 0.10''$ AT 95% CONFIDENCE LEVEL
Type of GPS field procedure: NCRTN/VRP
Dates of survey: 2-20-2021
Datum/Epoch: MAD_83 (2011)
Published/Field-control use: NCCS BASE STATION "NCL" (PID DL3889)
Geoid model: 2018
Combined grid factor(s): 0.999995051
GPS/GNSS Scale Point: N= 722,135.06 E= 2,019,524.68
Units: U.S. SURVEY FEET
WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER, AND SEAL THIS 21ST DAY OF NOVEMBER, A.D. 2022.



SATELLITE ANNEXATION MAP FOR THE TOWN OF APEX
JOSEPH V. IANNONE, JR.
WHITE OAK TOWNSHIP, WAKE COUNTY, NORTH CAROLINA

Smith & Smith, P.A.
Surveyors, P.A.

LISTED OWNER
(NOT A TITLE VERIFICATION)
JOSEPH V. IANNONE, JR.
2509 SOUTHWINDS RUN
APEX, NC 27502

PIN 0722-01-1663
PIN 0712-91-5079

FIRM LICENSE No. C-0155
APEX, N.C. 27502
(919) 362-7111

FIELD DATE FEB 17, 2021
SCALE 1" = 100'
DRAWN BY MBH
PROJ. NO. 2021-14

UNITED STATES OF AMERICA
CIVIL ACTION # 2542
FILED APRIL 10, 1970
TRACT 611-1

RECORDED IN BOOK OF MAPS 2023, PAGE _____

Annexation #735

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 #: 2022-010 Submittal Date: 5/2/22
 Fee Paid: \$ 200.00 Check #: #10260

TO THE TOWN COUNCIL APEX, NORTH CAROLINA

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

OWNER INFORMATION

<u>Joseph Iannone Jr</u>	<u>0721-91-8593 (partial)</u>
Owner Name (Please Print)	Property PIN or Deed Book & Page #
<u>919-387-8846</u>	<u>joey@jviconstruction.com</u>
Phone	E-mail Address
Owner Name (Please Print)	Property PIN or Deed Book & Page #
Phone	E-mail Address
Owner Name (Please Print)	Property PIN or Deed Book & Page #
Phone	E-mail Address

SURVEYOR INFORMATION

Surveyor: Smith and Smith Surveyors
 Phone: 919-362-7111 Fax: _____
 E-mail Address: staleysmith@mindspring.com

ANNEXATION SUMMARY CHART

Property Information	Reason(s) for annexation (select all that apply)
Total Acreage to be annexed: <u>27.6</u> 28.8420	Need water service due to well failure <input type="checkbox"/>
Population of acreage to be annexed: <u>0</u>	Need sewer service due to septic system failure <input type="checkbox"/>
Existing # of housing units: <u>0</u>	Water service (new construction) <input checked="" type="checkbox"/>
Proposed # of housing units: <u>28</u>	Sewer service (new construction) <input checked="" type="checkbox"/>
Zoning District*: <u>LD-CZ</u>	Receive Town Services <input checked="" type="checkbox"/>

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

PETITION FOR VOLUNTARY ANNEXATION

Application #: 2022-010

Submittal Date: 5/2/22

COMPLETE IF SIGNED BY INDIVIDUALS:

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

Joseph Iannone Jr JOSEPH V. IANNONE
Please Print

[Signature]
Signature

Please Print

Signature

Please Print

Signature

Please Print

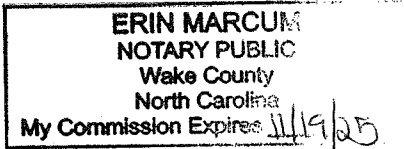
Signature

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Erin Marcum, a Notary Public for the above State and County,
this the 28th day of April, 2022.

[Signature]
Notary Public

SEAL



My Commission Expires: November 19, 2025

COMPLETE IF A CORPORATION:

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

Corporate Name _____

SEAL

By: _____

Attest:

President (Signature)

Secretary (Signature)

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

Notary Public

SEAL

My Commission Expires: _____

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: December 13, 2022

Item Details

Presenter(s): Allen Coleman, Town Clerk

Department(s): Town Clerk's Office

Requested Motion

Motion to adopt a Resolution Directing the Town Clerk to Investigate Petition Received, to accept the Certificate of Sufficiency by the Town Clerk, and to adopt a Resolution Setting the Date of a Public Hearing for January 10, 2023, on the Question of Annexation - Apex Town Council's intent to annex 3.40 acres, located at 1933 Olive Chapel Road, Annexation No. 740 into the Town Corporate limits.

Approval Recommended?

Yes

Item Details

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

Attachments

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





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

Annexation Petition #740
1933 Olive Chapel Road – 3.40 acres

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

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

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

This the 13th day of December, 2022.

Jacques K. Gilbert
Mayor

ATTEST:

Allen L. Coleman, CMC, NCCCC
Town Clerk



CERTIFICATE OF SUFFICIENCY BY THE TOWN CLERK

Annexation Petition#740
1933 Olive Chapel Road – 3.40 acres

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town of Apex, North Carolina this 13th day of December, 2022.

Allen L. Coleman, CMC, NCCCC
Town Clerk

(Seal)



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

Annexation Petition#740
1933 Olive Chapel Road – 3.40 acres

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

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

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

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

Section 1. A public hearing on the question of annexation of the area described herein will be held at the Apex Town Hall at 6 o'clock p.m. on the 10th day of January, 2023.

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

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

This the 13th day of December, 2022.

Jacques K. Gilbert, Mayor

ATTEST:

Allen L. Coleman, Town Clerk

Attachment: Legal Description



SCALICE

land surveying

SURVEYED LEGAL DESCRIPTION

ALL that certain plot, piece or parcel of land, with the building and improvements thereon erected, situate, lying and being in the Town of Apex, Wake County, North Carolina, and being part of Tract 2 as shown on a map of "Property of M.B. Morris", Book of Maps 1982, Page 582, and being more particularly bounded and described as follows:

BEGINNING at a 1/2" iron pipe (found), marking a corner common to the lands now or formerly owned by Russell Casavant (D.B. 18827, Pg. 2764, Lot 233), in the Kelly West, Phase 1 Subdivision, (B.M. 2000, Pg. 588) and marking a corner common to the lands now or formerly owned by Carey Holding, LLC (D.B. 16905, Pg. 448); thence, with the lands of the said Russell Casavant,

North 18°00'31" West a distance of 39.85 feet to a 1/2" iron pipe (found), marking a corner common to the lands now or formerly owned by Kathleen Korn (D.B. 18162, Pg. 2711), continuing a distance of 154.32 feet to a stake (found), continuing a distance of 30.00 feet to a 5/8" rebar (set), continuing a distance of 11.25 feet to a point at the southwest corner of a sidewalk easement, continuing a distance of 4.75 feet to a point at the new right-of-way line of Olive Chapel Road, S.R. 1160, continuing a distance of 30.55 feet, in all a distance of 270.72 feet to a point in the centerline of the said Olive Chapel Road; thence, with the centerline of the said Olive Chapel Road,

North 62°16'06" East a distance of 149.51 feet to a point; thence,

North 67°41'32" East a distance of 333.18 feet to a point; thence,

South 01°40'59" West a distance of 32.57 feet to a point at the new right-of-way line of Olive Chapel Road, continuing a distance of 15.18 feet to a point at the southeast corner of a sidewalk easement, continuing a distance of 3.28 feet to a 5/8" rebar (set) at the northwest corner of a 35 foot thoroughfare buffer, continuing a distance of 37.96 feet to a 1/2" iron pipe (found), marking a

corner common to the lands now or formerly owned by Molli Matheny and Justin Matheny (D.B. 18223, Pg. 344, Lot 134), and being in the line of the Final Subdivision Plat for Greenbrier-Phase One, Section One, (B.M. 1997, Pg. 1733), continuing a distance of 46.58 feet to a 1/2" iron pipe (found), marking a corner common to the lands now or formerly owned by Nilsa Melendez (D.B. 18223, Pg. 344, Lot 133), continuing a distance of 58.42 feet to a 1/2" iron pipe (found), marking a corner common to the lands now or formerly owned by Kyle R. Raess (D.B. 12404, Pg. 920, Lot 132), continuing a distance of 64.99 feet to a 1/2" iron pipe (found), marking a corner common to the lands now or formerly owned by Nathan Pan (D.B. 18591, Pg. 259, Lot 131), continuing a distance of 65.05 feet to a 1/2" iron pipe (found), marking a corner common to the lands now or formerly owned by Mary L. Hull (D.B. 8212, Pg. 1433, Lot 130), continuing a distance of 64.96 feet to a 1/2" iron pipe (found), marking a corner common to the lands now or formerly owned by William S. Greene and Ewana C. Greene (D.B. 141124, Pg. 974, Lot 129), continuing a distance of 60.25 feet to a 1/2" iron pipe (found), marking a corner common to the lands now or formerly owned by Ravi K. Mistry and Nisha S. Mistry (D.B. 15777, Pg. 2014, Lot 128), continuing a distance of 6.75 feet, in all a distance of 455.99 feet to a 1" iron pipe (found), marking a corner common to the lands now or formerly owned by Yulin Zhang (D.B. 18904, Pg. 487, Lot 123) and the lands now or formerly owned by Robert C. Keck, III, (D.B. 12779, Pg. 1498, Lot 122); thence, with the lands of the said Robert C. Keck, III,

North 89°37'01" West a distance of 303.55 feet to a 1/2" iron pipe (found), marking a corner common to the lands now or formerly owned by Jared Schott (D.B. 13826, Pg. 2307, Lot 120) and marking a corner common to the lands of the said Russell Casavant, continuing a distance of 39.95 feet, in all a distance of 343.50 feet to the POINT OR PLACE OF BEGINNING, containing 3.342 acres, as surveyed by Jason D. Leadingham, North Carolina Professional Land Surveyor No. L-4734, on behalf of Scalice Land Surveying, dated July 13, 2022, and revised on August 9, 2022.

And being the same land as that conveyed from Edward P. Carey and wife, Margaret M. Carey to Carey Holdings, LLC, dated September 11, 2017, and recorded in Deed Book 16905, Page 448, Tract II, and recorded in the Wake County Registry, North Carolina.



OLIVE CHAPEL ROAD

BRIERIDGE DRIVE

SUBJECT SITE

Annexation # _____

I, Donna B. Hosch, MMC, NCCCC, Town Clerk, Apex, North Carolina certify this a true and exact map of annexation adopted the _____ day of _____, 20____, by the Town Council. I set my hand and seal of the Town of Apex.

Day/Month/Year

Donna B. Hosch, MMC, NCCMC, Town Clerk

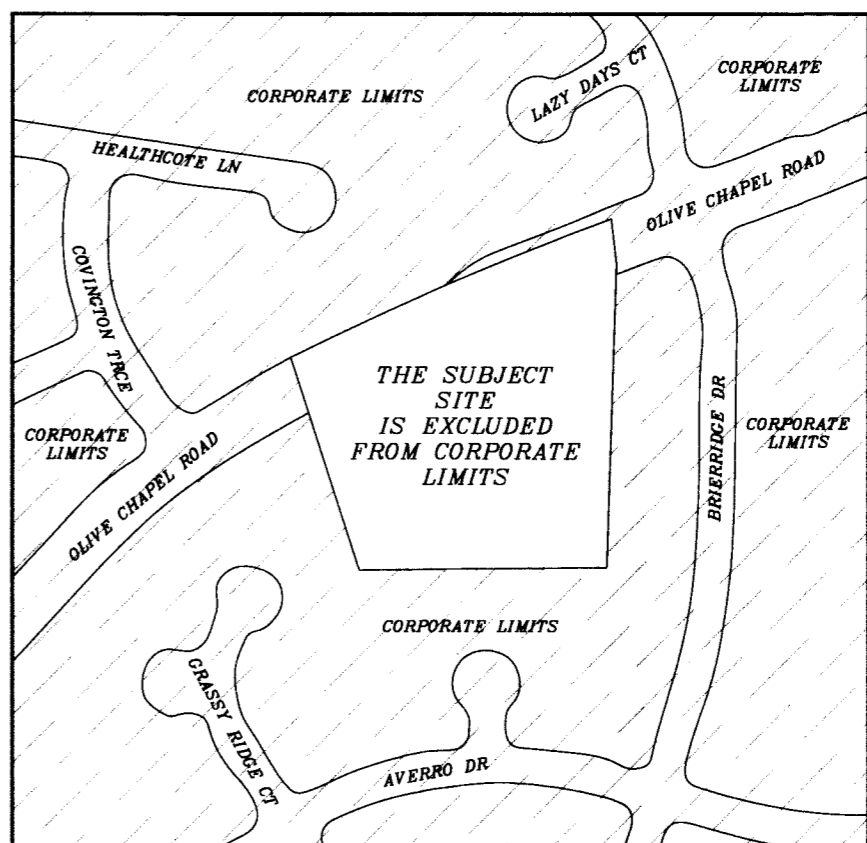
-Seal-

VICINITY MAP N.T.S.

THE BEARINGS SHOWN HEREON ARE BASE ON BOOK OF MAPS 1982, PAGE 582



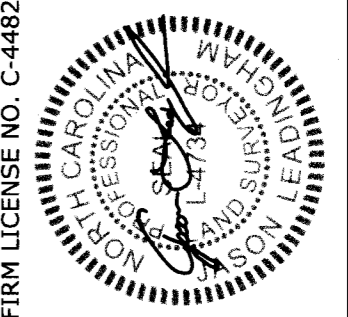
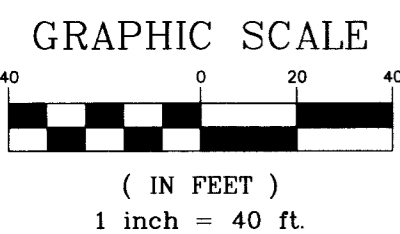
SCAN ME



OVERALL LOT AREA 145,569.99 S.F. 3.34 AC.	R.O.W. AREA 16,328.16 S.F. 0.37 AC.	NET LOT AREA 129,241.83 S.F. 2.97 AC.
--	--	--

SYMBOL LEGEND

○ MONUMENT POINT	— WIRE FENCE
● IP (1/2) END	— GAS METER
● IP (1/2) SET	— WATER METER
○ SPOT ELEVATIONS	— GAS VALVE
○ UTILITY HOLE	— WATER VALVE
○ UTILITY POLE	— REST HOLE
○ UTILITY POLE W/OUT	— TREE
○ POLE	— CURB
○ TREE (INDICATED)	— BOLLARD
○ MANHOLE	— WET AND FLAT
○ AIR UNIT	— DEPRESSURED CURB
○ FLOORING	— FENCE
○ MASS MASTERY	— PLAT PLATFORM
○ PLAT PLATFORM	— A.W. WINDOW WELL
○ A.W. WINDOW WELL	— S/W. BAY WINDOW
○ S/W. BAY WINDOW	— C/O. CELLAR ENTRANCE
○ C/O. CELLAR ENTRANCE	— OVN OVERHANG
○ OVN OVERHANG	— R/O. ROOF OVER
○ R/O. ROOF OVER	— S/W. ROOF OVER
○ S/W. ROOF OVER	— GATE/ENTRY
○ GATE/ENTRY	— GATE/ENTRY ON LINE
○ GATE/ENTRY ON LINE	○ ON LINE

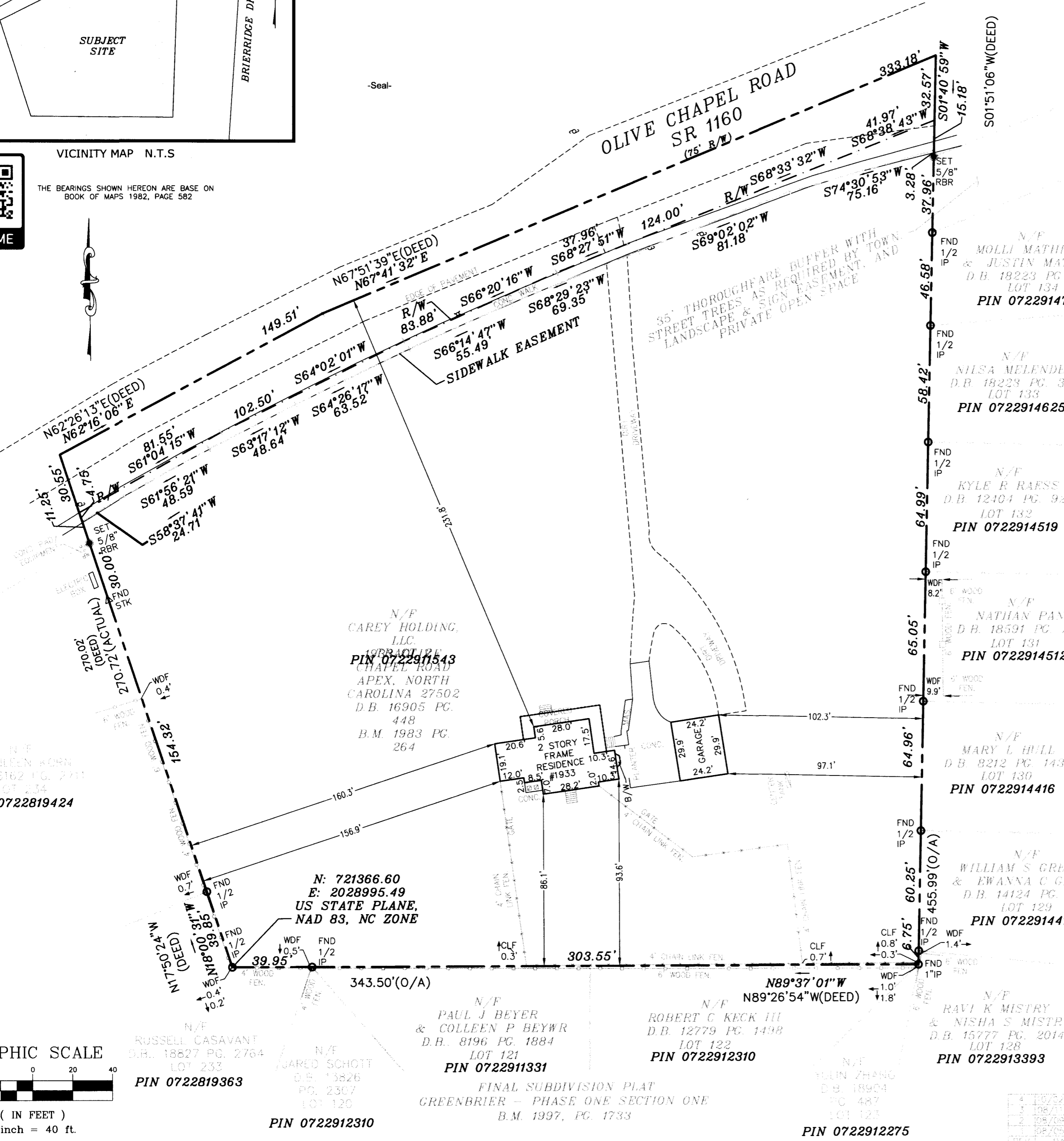


SCALICE land surveying
mjslandsurvey.com P:984-240-7999
266 W. Millbrook Road, Raleigh, NC 27609

PIN 0722911543
JOB No. W22-2401
DATE SURVEYED: 07/15/2022
DR:MC CREW:JS SCALE: 1" = 40'

ANNEXATION MAP FOR THE TOWN OF APEX
1933 OLIVE CHAPEL ROAD, APEX, NORTH CAROLINA 27502
P/O TRACT 2
PROPERTY OF M.B. MORRIS
BOOK OF MAPS 1982, PAGE 582
SITUALE APEX
WHITE OAK TWP., WAKE CO., NC

SHEET
1
2



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 #: 2022-017
Fee Paid \$ 200.00

Submittal Date: 7/28/22
Check # 1004

TO THE TOWN COUNCIL APEX, NORTH CAROLINA

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

OWNER INFORMATION

Edward P Carey
Owner Name (Please Print)

919-795-3322
Phone

Margaret Carey
Owner Name (Please Print)

919-795-3335
Phone

ED & MAGGY CAREY
Owner Name (Please Print)
919 795-3322
Phone

BK 3108 PG 0024
Property PIN or Deed Book & Page #

ed.carey@amgincusa.com
E-mail Address

BK 3108 PG 0024
Property PIN or Deed Book & Page #

MAGGY.CAREY@AMGINCUSA.COM
E-mail Address

0722911543
Property PIN or Deed Book & Page #
ED.CAREY@AMGINCUSA.COM
E-mail Address

SURVEYOR INFORMATION

Surveyor: SCALICE LAND SURVEYING, PC
Phone: 984-240-7999 Fax: _____
E-mail Address: CSRNC@MJSLANDSURVEY.COM

ANNEXATION SUMMARY CHART

Property Information	Reason(s) for annexation (select all that apply)
Total Acreage to be annexed: <u>3.4</u>	Need water service due to well failure <input type="checkbox"/>
Population of acreage to be annexed: <u>4</u>	Need sewer service due to septic system failure <input type="checkbox"/>
Existing # of housing units: <u>1</u>	Water service (new construction) <input type="checkbox"/>
Proposed # of housing units: <u>1</u>	Sewer service (new construction) <input type="checkbox"/>
Zoning District*: <u>MD</u>	Receive Town Services <input checked="" type="checkbox"/>

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

PETITION FOR VOLUNTARY ANNEXATION

Application #: 2022-017

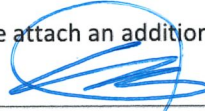
Submittal Date: 7-28-22

COMPLETE IF SIGNED BY INDIVIDUALS:

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

EDWARD CAREY

Please Print



Signature

MARGARET CAREY

Please Print



Signature

Please Print

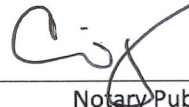
Signature

Please Print

Signature

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Erin Carey, a Notary Public for the above State and County,
this the 31 day of May, 2022.



Notary Public

SEAL



My Commission Expires: 5/6/2025

COMPLETE IF A CORPORATION:

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

Corporate Name _____

SEAL

By: _____

Attest:

President (Signature)

Secretary (Signature) _____

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

Notary Public

SEAL

My Commission Expires: _____

PETITION FOR VOLUNTARY ANNEXATION

Application #: 2022-017

Submittal Date: 7/28/22

COMPLETE IF IN A LIMITED LIABILITY COMPANY

In witness whereof, CAREY HOLDINGS 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 28 day of July, 2022

Name of Limited Liability Company CAREY HOLDINGS LLC

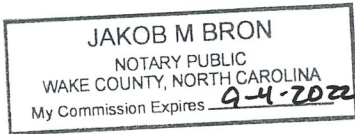
By: [Signature]
Signature of Member/Manager

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Jakob M Bron, a Notary Public for the above State and County, this the 28 day of July, 2022

[Signature]
Notary Public

SEAL



My Commission Expires: 9-4-2022

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: _____

PAYMENT DATE
07/28/2022

COLLECTION STATION
Jeri Pederson

RECEIVED FROM
Peak City Farms

DESCRIPTION
1933 Olive Chapel Rd-Annex- #740 - 2022-00000017

TOWN OF APEX
P O BOX 250
APEX, NC 27502
(919) 362-8676 - Utility Payments
(919) 249-3418 - Permits Only
(919) 249-3426 - Planning & Zoning Only

BATCH NO.
2023-00000301

RECEIPT NO.
2023-00017452

CASHIER
Jeri Pederson

PAYMENT CODE	RECEIPT DESCRIPTION	TRANSACTION AMOUNT								
PPC	PROJECT PLANNING CENTER FEES 1933 Olive Chapel Rd-Annex- #740 - 2022-00000017 <table border="0"> <tr> <td style="text-align: right;">Payments:</td> <td style="text-align: left;">Type</td> <td style="text-align: left;">Detail</td> <td style="text-align: right;">Amount</td> </tr> <tr> <td></td> <td>Check</td> <td>1004</td> <td style="text-align: right;">\$200.00</td> </tr> </table>	Payments:	Type	Detail	Amount		Check	1004	\$200.00	\$200.00
Payments:	Type	Detail	Amount							
	Check	1004	\$200.00							
Total Amount:		\$200.00								

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: December 13, 2022

Item Details

Presenter(s): Allen Coleman, Town Clerk

Department(s): Town Clerk's Office

Requested Motion

Motion to adopt a Resolution Directing the Town Clerk to Investigate Petition Received, to accept the Certificate of Sufficiency by the Town Clerk, and to adopt a Resolution Setting the Date of a Public Hearing for January 10, 2023, on the Question of Annexation - Apex Town Council's intent to annex 16.30 acres, The Townes at the Station Planned Unit Development (PUD), Annexation No. 741 into the Town Corporate limits.

Approval Recommended?

Yes

Item Details

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

Satellite

Attachments

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





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

Annexation Petition#741
The Townes at the Station PUD – 16.30 acres

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

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

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

This the 13th day of December, 2022.

Jacques K. Gilbert
Mayor

ATTEST:

Allen L. Coleman, CMC, NCCCC
Town Clerk



CERTIFICATE OF SUFFICIENCY BY THE TOWN CLERK

Annexation Petition#741
The Townes at the Station PUD – 16.30 acres

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town of Apex, North Carolina this 13th day of December, 2022.

Allen L. Coleman, CMC, NCCCC
Town Clerk

(Seal)



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

Annexation Petition #741
The Townes at the Station PUD – 16.30 acres

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

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

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

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

Section 1. A public hearing on the question of annexation of the area described herein will be held at the Apex Town Hall at 6 o'clock p.m. on the 10th day of January, 2023.

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

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

This the 13th day of December, 2022.

Jacques K. Gilbert, Mayor

ATTEST:

Allen L. Coleman, Town Clerk

Attachment: Legal Description

Smith & Smith Surveyors, P.A.
P.O. Box 457
Apex, N.C. 27502
(919) 362-7111
Firm License No. C-0155

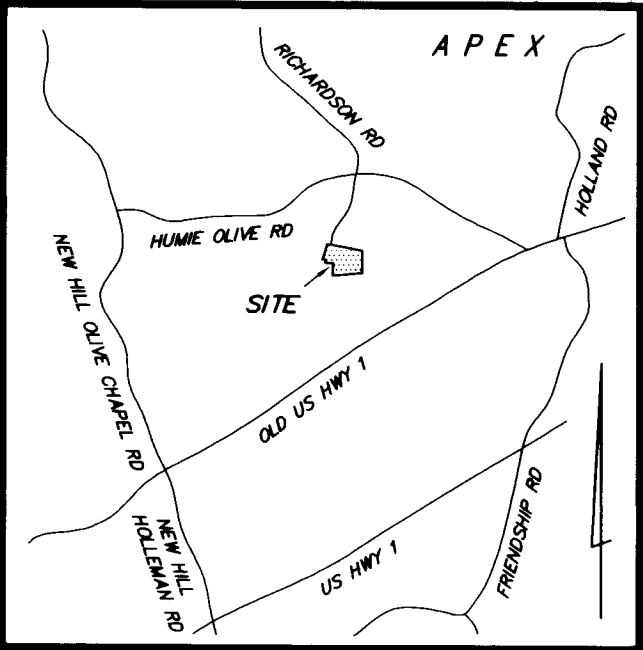
Lying and being in Buckhorn Township, Wake County, North Carolina and described more fully as follows to wit:

BEGINNING at a point located South 00° 36' 48" East, 392.35 feet from an existing iron stake bearing NAD 83 (2011) coordinate values of North 708,874.64 feet, East 2,024,113.10 feet; thence North 86° 22' 12" West, 99.79 feet to a point; thence North 02° 54' 44" East, 345.62 feet to a point; thence North 86° 57' 05" West, 228.14 feet to a point; thence North 01° 39' 24" West, 49.31 feet to a point; thence North 86° 09' 57" West, 90.07 feet to a point; thence North 17° 28' 12" East, 475.39 feet to a point; thence South 79° 07' 59" East, 1032.02 feet to a point; thence South 01° 12' 13" West, 235.44 feet to a point; thence South 01° 10' 12" East, 320.06 feet to a point; thence South 80° 48' 31" West, 766.52 feet to the BEGINNING, containing 16.3895 total acres more or less.

This description is of that certain parcel described in D.B. 18826, Pg. 1922 (less and except the 513 square foot overlap as shown on B.M. 2003, Pg. 76), a portion of that certain parcel described in D.B. 17262, Pg. 1521, and a portion of that certain parcel described in D.B. 17080, Pg. 1036. This description is also being all of Wake County PIN 0720-49-2078, a portion of Wake County PIN 0720-48-4654, and a portion of Wake County PIN 0720-38-9121.

This description prepared for the sole purpose to annex a municipal boundary and for no other use.





VICINITY MAP (NOT TO SCALE)

I, STALEY C. SMITH, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION AS RECORDED IN:

- DEED BOOK 18826, PAGE 1922
- DEED BOOK 17262, PAGE 1521
- DEED BOOK 17080, PAGE 1036

THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS BROKEN LINES AND WERE PLOTTED FROM INFORMATION AS REFERENCED HEREON; THAT THE RATIO OF PRECISION AS CALCULATED WAS 1: 10,000+ AND THAT THIS PLAT MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56.1600)

THIS MAP OR PLAT IS EXEMPT FROM THE REQUIREMENTS OF G.S. 47-30 PURSUANT TO G.S. 47-30(i).

I, STALEY C. SMITH, CERTIFY THAT THE GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) WAS USED TO PERFORM A PORTION OF THIS SURVEY AND THE FOLLOWING INFORMATION WAS USED:

Class of survey A
 Positional Accuracy < 0.10' AT 95% CONFIDENCE LEVEL
 Type of GPS field procedure: NCRTN/VRS
 Dates of survey 4-21-2020
 Datum/Epoch: NAD 83 (2011)
 Published/Fixed-control use: NCGS BASE STATION "NCL" (PID DL3891)
 Geoid model: 2012
 Combined grid factor(s): 0.99988440
 GPS/GNSS Scale Point: N= 709,748.28 E= 2,022,977.76
 Units: U.S. SURVEY FEET

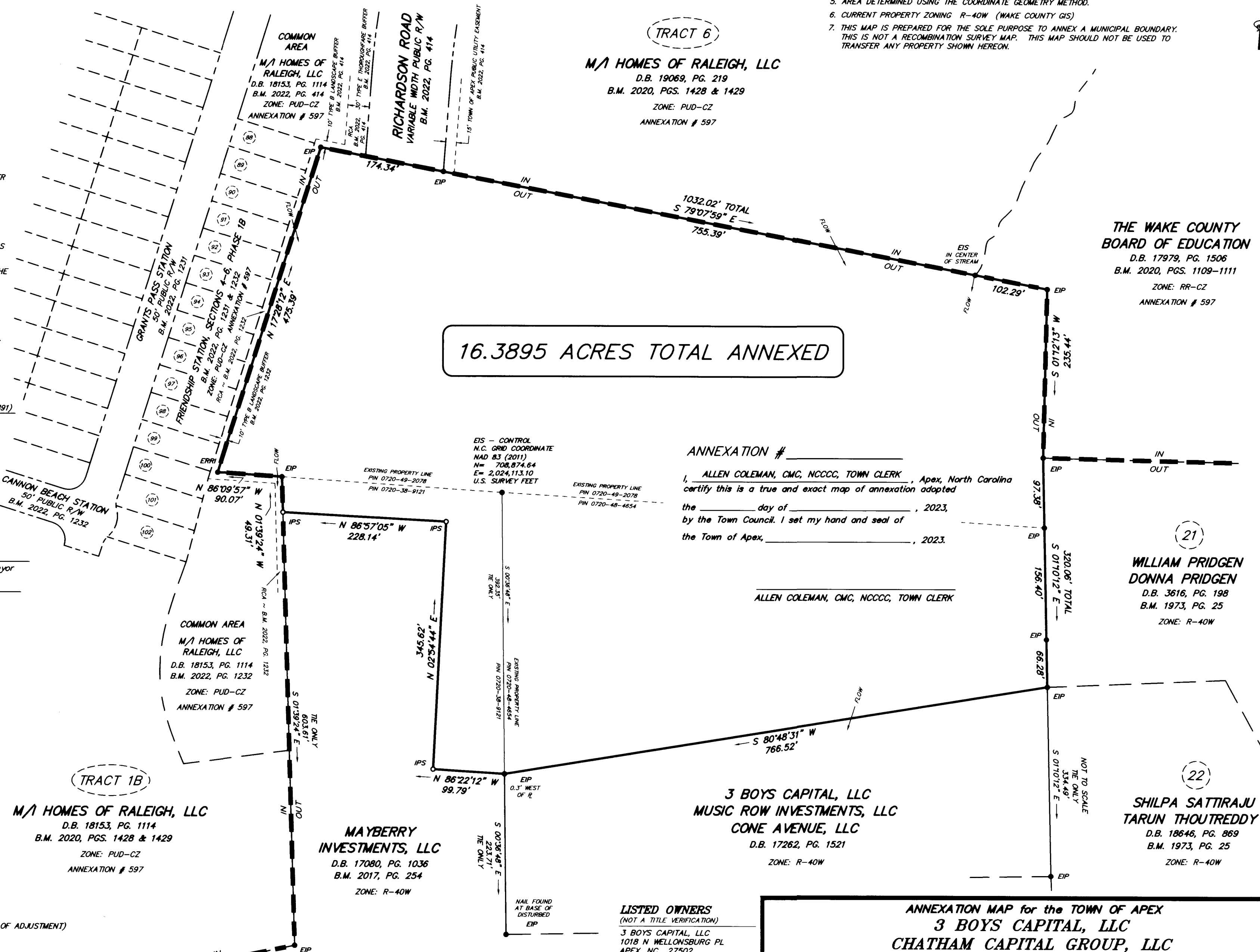
WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER, AND SEAL THIS 21ST DAY OF NOVEMBER, A.D., 2022.



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

- Legend**
- EIP - Existing Iron Pipe
 - EIS - Existing Iron Stake (Rebar)
 - ERRI - Existing Railroad Iron
 - IPS - Iron Pipe Set
 - R/W - Right Of Way
 - PL - Property Line
 - GPS - Global Positioning System
 - PID - Permanent Identifier
 - PIN - Parcel Identification Number
 - RCA - Resource Conservation Area
 - VRS - Virtual Reference Station
 - NCGS - North Carolina Geodetic Survey
 - NCRTN - North Carolina Real-Time Network
 - NAD 83 (2011) - NORTH AMERICAN DATUM 1983 (YEAR OF ADJUSTMENT)

- Surveyed Line
- Surveyed Line
- - - Property Line (not surveyed)
- - - Approximate Right Of Way Line (not surveyed)
- - - Easement / Buffer (not surveyed)
- - - Existing Town Of Apex Corporate Limits (not surveyed)



- SURVEYOR NOTES:**
1. THE PROPERTY SHOWN HEREON IS SUBJECT TO ALL EASEMENTS OF RECORD AFFECTING THE SAME.
 2. NO TITLE SEARCH HAS BEEN PERFORMED BY THIS FIRM DURING THE COURSE OF THIS SURVEY.
 3. THIS SURVEYOR DOES NOT CERTIFY TO THE EXISTENCE OR NON-EXISTENCE OF ANY UNDERGROUND UTILITIES, BURIAL GROUNDS, OR ANY SUBSURFACE FEATURES THAT MAY OR MAY NOT BE PRESENT ON THIS SITE.
 4. ALL DISTANCES ARE HORIZONTAL U.S. SURVEY FEET GROUND MEASUREMENTS.
 5. AREA DETERMINED USING THE COORDINATE GEOMETRY METHOD.
 6. CURRENT PROPERTY ZONING R-40W (WAKE COUNTY GIS)
 7. THIS MAP IS PREPARED FOR THE SOLE PURPOSE TO ANNEX A MUNICIPAL BOUNDARY. THIS IS NOT A RECOMBINATION SURVEY MAP. THIS MAP SHOULD NOT BE USED TO TRANSFER ANY PROPERTY SHOWN HEREON.

N.C. GRID NORTH
 NAD 83 (2011)

THE WAKE COUNTY BOARD OF EDUCATION
 D.B. 17979, PG. 1506
 B.M. 2020, PGS. 1109-1111
 ZONE: RR-CZ
 ANNEXATION # 597

16.3895 ACRES TOTAL ANNEXED

ANNEXATION #
 I, ALLEN COLEMAN, CMC, NCCOC, TOWN CLERK, Apex, North Carolina
 certify this is a true and exact map of annexation adopted
 the _____ day of _____, 2023,
 by the Town Council. I set my hand and seal of
 the Town of Apex, _____, 2023.

ALLEN COLEMAN, CMC, NCCOC, TOWN CLERK

(21)
**WILLIAM PRIDGEN
 DONNA PRIDGEN**
 D.B. 3616, PG. 198
 B.M. 1973, PG. 25
 ZONE: R-40W

(22)
**SHILPA SATTIRAJU
 TARUN THOUTREDDY**
 D.B. 18646, PG. 869
 B.M. 1973, PG. 25
 ZONE: R-40W

M/I HOMES OF RALEIGH, LLC
 D.B. 18153, PG. 1114
 B.M. 2020, PGS. 1428 & 1429
 ZONE: PUD-CZ
 ANNEXATION # 597

MAYBERRY INVESTMENTS, LLC
 D.B. 17080, PG. 1036
 B.M. 2017, PG. 254
 ZONE: R-40W

**3 BOYS CAPITAL, LLC
 MUSIC ROW INVESTMENTS, LLC
 CONE AVENUE, LLC**
 D.B. 17262, PG. 1521
 ZONE: R-40W

LISTED OWNERS
 (NOT A TITLE VERIFICATION)

- 3 BOYS CAPITAL, LLC
 1018 N WELLSBURG PL
 APEX, NC 27502
- CHATHAM CAPITAL GROUP, LLC
 1064 N LAKESIDE DR
 SMITHFIELD, NC 27577
- MUSIC ROW INVESTMENTS, LLC
 513 CAROLINA OAKS AVE
 SMITHFIELD, NC 27577
- CONE AVENUE, LLC
 513 CAROLINA OAKS AVE
 SMITHFIELD, NC 27577
- MAYBERRY INVESTMENTS, LLC
 1122 OBERLIN RD
 RALEIGH, NC 27605

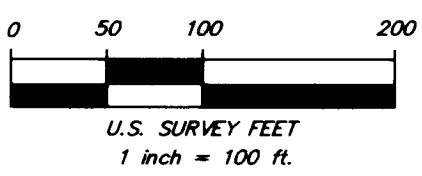
ANNEXATION MAP for the TOWN OF APEX
3 BOYS CAPITAL, LLC
CHATHAM CAPITAL GROUP, LLC
MUSIC ROW INVESTMENTS, LLC
CONE AVENUE, LLC
MAYBERRY INVESTMENTS, LLC
BUCKHORN TOWNSHIP, WAKE COUNTY, NORTH CAROLINA

PIN 0720-49-2078
 A PORTION OF 0720-48-4654

PIN 0720-38-9121
 A PORTION OF 0720-38-9121

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

FIELD DATE
 JULY 21, 2022
SCALE 1" = 100'
DRAWN BY MBH
PROJ. NO. 2022-46



RECORDED IN BOOK OF MAPS 2023, PAGE _____

Annexation #741

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 #: 2022-018
Fee Paid \$ 200.00

Submittal Date: 8/1/22
Check #: 1010

TO THE TOWN COUNCIL APEX, NORTH CAROLINA

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

OWNER INFORMATION

3 Boys Capital LLC, Music Row Investments LLC, Cone Avenue LLC

0720-48-4654

Owner Name (Please Print)

Property PIN or Deed Book & Page #

(919) 610-8353 / (919) 270-0822

Kstyers@us.ibm.com / midcarolinahosp@aol.com

Phone

E-mail Address

3 Boys Capital LLC, Chatham Capital Group LLC

0720-49-2078

Owner Name (Please Print)

Property PIN or Deed Book & Page #

(919) 610-8353 / (919) 270-0822

Kstyers@us.ibm.com / midcarolinahosp@aol.com

Phone

E-mail Address

Mayberry Investments LLC

0720-38-9121 (partial)

Owner Name (Please Print)

Property PIN or Deed Book & Page #

(919) 880-8632

mcgreen.campbell@gmail.com

Phone

E-mail Address

SURVEYOR INFORMATION

Surveyor: Smith & Smith Surveyors, PA

Phone: 919-362-7111

Fax:

E-mail Address: staley@smithandsmithsurveyors.net

ANNEXATION SUMMARY CHART

Table with 2 columns: Property Information and Reason(s) for annexation (select all that apply). Rows include Total Acreage to be annexed (16.3), Population of acreage to be annexed (0), Existing # of housing units (0), Proposed # of housing units (85), Zoning District* (R-40W), and various service needs like water, sewer, and town services.

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

PETITION FOR VOLUNTARY ANNEXATION

Application #: 2022-018

Submittal Date: _____

COMPLETE IF IN A LIMITED LIABILITY COMPANY

In witness whereof, 3 Boys Capital 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 14 day of July, 2022

Name of Limited Liability Company 3 Boys Capital LLC

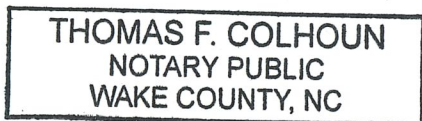
By: [Signature]
Signature of Member/Manager

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Thomas F. Colhoun a Notary Public for the above State and County, this the 14 day of July, 2022

Thomas F. Colhoun
Notary Public

SEAL



My Commission Expires: 10/25/2022

COMPLETE IF IN A PARTNERSHIP

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

Name of Partnership _____

By: _____
Signature of General Partner

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

Notary Public

SEAL

My Commission Expires: _____

PETITION FOR VOLUNTARY ANNEXATION

Application #: 2022-018

Submittal Date: _____

COMPLETE IF IN A LIMITED LIABILITY COMPANY

In witness whereof, Music Row Investments 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 26 day of July, 2022.

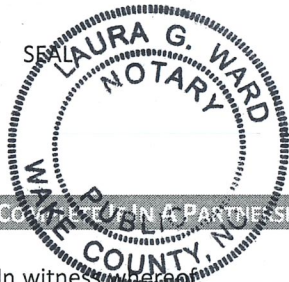
Name of Limited Liability Company _____

By: *Eric V R L*
Signature of Member/Manager

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Laura G. Ward
Eric Brownlee a Notary Public for the above State and County,
this the 26 day of July, 2022

Laura G. Ward
Notary Public



My Commission Expires: 6/17/2026

COMPLETE IF IN A PARTNERSHIP

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

Name of Partnership _____

By: _____
Signature of General Partner

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

Notary Public

SEAL

My Commission Expires: _____

PETITION FOR VOLUNTARY ANNEXATION

Application #: 2022-018

Submittal Date: _____

COMPLETE IF IN A LIMITED LIABILITY COMPANY

In witness whereof, Cone Avenue 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 26 day of July, 2022

Name of Limited Liability Company _____

By: Eric V. Park
Signature of Member/Manager

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Laura G. Ward, a Notary Public for the above State and County, this the 26 day of July, 2022

Laura G. Ward
Notary Public



My Commission Expires: 6/17/2026

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

Name of Partnership _____

By: _____
Signature of General Partner

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

Notary Public

SEAL

My Commission Expires: _____

PETITION FOR VOLUNTARY ANNEXATION

Application #: 2022-018

Submittal Date: _____

COMPLETE IF IN A LIMITED LIABILITY COMPANY

In witness whereof, Chatham Capital Group 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 26 day of July, 20 22.

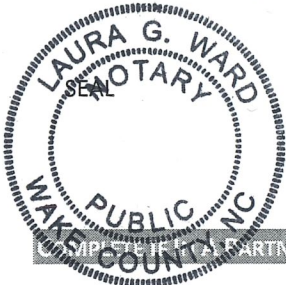
Name of Limited Liability Company _____

By: Eric V. [Signature]
Signature of Member/Manager

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Laura G. Ward, a Notary Public for the above State and County, this the 26 day of July, 20 22.

Laura G. Ward
Notary Public



My Commission Expires: 6/17/2026

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

Name of Partnership _____

By: _____
Signature of General Partner

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

Notary Public

SEAL

My Commission Expires: _____

PETITION FOR VOLUNTARY ANNEXATION

Application #: 2022-018

Submittal Date: _____

COMPLETE IF IN A LIMITED LIABILITY COMPANY

In witness whereof, Mayberry Investments 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 18 day of July, 2022.

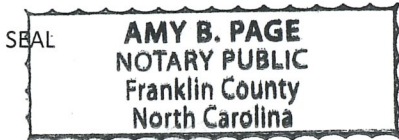
Name of Limited Liability Company MAYBERRY INVESTMENTS LLC

By: [Signature]
Signature of Member/Manager

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Amy B. Page, a Notary Public for the above State and County, this the 18th day of July, 2022.

Amy B. Page
Notary Public



My Commission Expires: May 6, 2025

COMPLETE IF IN A PARTNERSHIP

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

Name of Partnership _____

By: _____
Signature of General Partner

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

Notary Public

SEAL

My Commission Expires: _____

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: December 13, 2022

Item Details

Presenter(s): Allen Coleman, Town Clerk

Department(s): Town Clerk's Office

Requested Motion

Motion to reappoint the following non-voting members to the Apex Housing Advisory Board for a term of one year expiring December 31, 2023:

- Mayor Pro-Tempore Audra Killingsworth, Non-Voting Town Councilmember
- Resident Tina Sherman, Non-Voting Planning Board Member

Approval Recommended?

Yes

Item Details

On September 14, 2021, the Apex Town Council adopted an ordinance which formally established the Apex Housing Advisory Board (HAB).

On October 26, 2021, the Apex Town Council voted to appoint nine members to serve on the Housing Advisory Board (HAB).

Based on Section 2.1.10 - Housing Advisory Board (HAB) of the Unified Development Ordinance (UDO), the initial establishment of HAB would be the following:

- Four (4) members shall be appointed for a term of three (3) years,
- Three (3) members shall be appointed for a term of two (2) years,
- One Planning Board non-voting member shall be appointed for a term of (1) year, and
- One Town Council non-voting member shall be appointed for a term of one (1) year.

Thereafter, new appointments for terms of three (3) years shall be made with the exception of the Planning Board non-voting member and Town Council non-voting member which shall remain on a term of one (1) year.

The Housing Advisory Board has met multiple times over the course of it's establishment and is working on a major Affordable Housing Incentive Zoning Policy/Procedures and Administration Manual.

Attachments

- N/A



| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: December 13, 2022

Item Details

Presenter(s): Chris Johnson, PE, Director

Department(s): Transportation & Infrastructure Development

Requested Motion

Motion to approve Budget Amendment 11 & Capital Project Ordinance Amendment 2023-2 to appropriate funds for traffic signal design at Humie Olive Rd & Blazing Trail Dr.

Approval Recommended?

Yes

Item Details

Funds will be used to begin design under existing on-call contracts. Upfront engineering work, including survey, design, and ROW acquisition (if needed) is estimated at \$30,000. The Town may be able to obtain funding from NCDOT at a later date associated with the construction phase, but design funds are being requested to expedite the project.

NCDOT has agreed to allow Apex to move forward with design of a traffic signal at this location to address safety and operational needs. Apex staff conducted a study that showed this location met the "School Crossing" traffic signal warrant based on pedestrian volumes and available gaps. A high volume of students crosses at this location to access the Apex Friendship school campus which increased this fall upon opening of the elementary school. The proposed traffic signal will include signalized crosswalks. Staff have proposed funding for construction of the project in the draft CIP for FY 2023-24.

Attachments

- Budget Amendment 11
- Capital Project Ordinance Amendment 2023-2





Town of Apex

Budget Ordinance Amendment No. 11

BE IT ORDAINED, by the Council of the Town of Apex that the following Budget Amendment for the Fiscal Year 2022-2023 Budget Ordinance be adopted:

General Fund

Section 1. Revenues:

Appropriated Fund Balance	\$30,000
Total Revenues	\$30,000

Section 2. Expenditures:

Transfer to Street Improvements Capital Project Fund	\$30,000
Total Expenditures	\$30,000

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

Adopted this the 13th day of December, 2022.

Attest:

Jacques K. Gilbert, Mayor

Allen L. Coleman, CMC, NCCCC
Town Clerk



Town of Apex

CAPITAL PROJECT ORDINANCE AMENDMENT 2023-2

63 - Street Improvement Capital Project Fund

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

Section 1. The revenues anticipated for the projects are:

Transfer from General Fund	30,000
Total Revenues	\$30,000

Section 2. The expenditures anticipated are:

Humie Olive/Blazing Trail Signal	30,000
Total Expenditures	\$30,000

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 13th day of December, 2022.

Attest:

Jacques K. Gilbert, Mayor

Allen L. Coleman, CMC, NCCCC
Town Clerk

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: December 13, 2022

Item Details

Presenter(s): Chris Johnson, PE, Director

Department(s): Transportation & Infrastructure Development

Requested Motion

Motion to approve Budget Ordinance Amendment 12 & Capital Project Ordinance Amendment 2023-3 to appropriate funds for construction of project BL-0047 (Downtown Safe Routes to School & Transit Connections).

Approval Recommended?

Yes

Item Details

The funding agreement with NCDOT for BL-0047 (Downtown Safe Routes to School & Transit Connections) was approved May 10, 2022. The agreement secured up to \$1,395,356 in federal funds as an 80% cost match reimbursed toward right of way, utility relocation, and construction. Apex is required to fund at least 20% of the aforementioned items, amounting to \$348,840 based on estimated cost. A budget amendment is needed to allocate funds to the Street Improvements Project Fund account for the project.

Attachments

- Budget Ordinance Amendment 12
- Capital Project Ordinance Amendment 2023-3





Town of Apex

Budget Ordinance Amendment No. 12

BE IT ORDAINED, by the Council of the Town of Apex that the following Budget Amendment for the Fiscal Year 2022-2023 Budget Ordinance be adopted:

General Fund

Section 1. Revenues:

Appropriated Fund Balance	\$350,000
Total Revenues	\$350,000

Section 2. Expenditures:

Transfer to Street Improvements Capital Project Fund	\$350,000
Total Expenditures	\$350,000

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

Adopted this the 13th day of December, 2022.

Attest:

Jacques K. Gilbert, Mayor

Allen L. Coleman, CMC, NCCCC
Town Clerk



Town of Apex

CAPITAL PROJECT ORDINANCE AMENDMENT 2023-3

63 - Street Improvement Capital Project Fund

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

Section 1. The revenues anticipated for the projects are:

33250: Federal Grants	1,395,300
39710: Transfer from General Fund	350,000
Total Revenues	\$1,745,300

Section 2. The expenditures anticipated are:

47687: Downtown SRTS/Transit Connections	1,745,300
Total Expenditures	\$1,745,300

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 13th day of December, 2022.

Attest:

Jacques K. Gilbert, Mayor

Allen L. Coleman, CMC, NCCCC
Town Clerk

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: December 13, 2022

Item Details

Presenter(s): Shawn Purvis, Deputy Town Manager

Department(s): Community Development & Neighborhood Connections

Requested Motion

Motion to approve a development agreement with Broadstone Walk, LLC with a loan commitment of \$1,850,000 to partially fund the construction and permanent financing of a residential development which will consist of a 164-unit multifamily affordable housing apartment complex to be located on 950 South Hughes St., Apex, North Carolina to be known as Broadstone Walk Apartments and authorize the Town Manager with recommendation of the Town Attorney to make minor modifications to the Agreement consistent with the intent and spirit of the Agreement and which do not impact the amount of funding.

Approval Recommended?

[Yes]

Item Details

On November 29, 2022, Council approved a development agreement with Broadstone Walk LLC for a loan commitment of \$1,850,000 to partially fund the construction and financing of a residential development consisting of 164-affordable housing units know as Broadstone Walk Apartments. Prior to execution of the development agreement, several changes were requested by developer. The changes include:

- Change to increase number of rental units at 60% AMI from 24 to 30 and decreasing number of rental units at 70% AMI from 80 units to 74.
- Change in Town's lien position from fourth to third.
- Changes in Section 4(A) ensures that the units reserved for Wake County supportive housing clients do not have to be held in the absence of a qualifying tenant. This accommodation ensures filling of vacancies in an expeditious manner.

Due to the substantive nature of the change in Section 4(A) council approval of the agreement is necessary.

Attachments

- Development Agreement



**DEVELOPMENT AGREEMENT
INCLUDING GRANT RESTRICTIONS**

BROADSTONE WALK APARTMENTS
Apex, Wake County, North Carolina

This Development Agreement (hereinafter “Agreement”) is made and entered into this the 6th day of December, 2022, by and between BROADSTONE WALK, LLC, a North Carolina limited liability company (hereinafter “Developer” or “Owner”) and the Town of Apex, a body corporate and politic located in the State of North Carolina (hereinafter the “Town”). The Developer and the Town may be referred collectively herein as the “Parties” or singularly, as a “Party.” This Agreement will not become effective until all conditions placed upon the Town’s funding are satisfied.

RECITALS

WHEREAS, the Apex Town Council approved funding a loan to Developer in an amount of \$1,000,000 during its December 15, 2020 meeting, \$500,000 on November 9, 2021 and \$350,000 on January 11, 2022 for a grand total not to exceed \$1,850,000.00 (hereinafter the “Loan”) to partially fund the construction and permanent financing of a residential development which will consist of a 164-unit multifamily affordable housing apartment complex to be located on 950 South Hughes St., Apex, North Carolina to be known as Broadstone Walk Apartments (hereinafter the “Project”) located on that certain real property described in **Exhibit A**, attached hereto and incorporated herein by reference (the “Real Property”). The Loan commitment was issued by the Town on July 19, 2022 and is being funded by the Town’s general fund; and

WHEREAS, the Apex Town Council further approved a grant in the amount of \$165,000 (the “Grant”) from the Town’s general fund to reimburse Borrower for water and sewer capital reimbursement fees to facilitate the construction of the Project; and

WHEREAS, upon completion of the Project, the Developer will provide income restricted affordable housing multifamily rental units to income qualifying tenant households of at least i) twenty (20) affordable rental units at or below forty percent (40%) of the Wake County Area Median Income (“AMI”) as defined and determined by the U.S. Department of Housing and Urban Development (“HUD”); ii) forty (40) affordable rental units at or below fifty percent (50%) of the Wake County AMI as defined and determined by HUD; iii) thirty (30) affordable rental units at or below sixty percent (60%) of the Wake County AMI as defined and determined by HUD; iv) seventy-four (74) affordable rental units at or below seventy percent (70%) of the Wake County AMI as defined and determined by HUD. In addition, at least twenty (20) of the units will be reserved for Wake County Permanent Supportive Housing Voucher clients and at least seventeen (17) of the units will be reserved for other County or non-County supportive housing clients, including those eligible under the North Carolina Housing Finance Agency’s Key Program. All income-restricted affordable housing multifamily rental units will be preserved and made affordable during the Period of Affordability, as further defined herein; and

WHEREAS, the Parties are entering into this Agreement for the purpose of memorializing the intention, terms and conditions of acceptance of the assistance being given by the Town to the Developer.

NOW THEREFORE, in consideration of the mutual promises set forth in this Agreement, the sufficiency of which is hereby acknowledged and agreed by the Parties, the Parties agree to be bound by the following terms and conditions:

**ARTICLE ONE
RESPONSIBILITIES OF THE DEVELOPER**

1. **General Information.** The Grant and Loan are jointly being provided to Developer and failure of Developer to close the Loan or comply with any requirements related to the Loan will result in a loss of the Grant; it being the intention of the Town that the Grant is being given in supplement to the Loan and not irrespective of the Loan.

2. **Pre-Development, Construction and Development Requirements.**

The Developer will perform or monitor the following tasks and such other tasks as may be necessary to develop the Project, even if not specifically set forth herein. The Developer will:

- A. Purchase, construct and operate the Project on the Real Property pursuant to the plans, designs and specifications submitted to and approved by the Town and such other governmental bodies that may be required to approve the plans, designs and specifications prior to construction and in accordance with the Project Budget, attached hereto as **Exhibit B**.
- B. Provide the Town with a construction schedule with critical path items identified before the first request for funds, a copy of which is attached hereto as **Exhibit C**. In the event that the schedule with critical path items changes, the Developer will immediately notify the Town in writing.
- C. Prepare site plans for the real property as described in **Exhibit A** (the “Real Property”), which is attached hereto and incorporated herein by reference.
- D. If requested, submit a standard Phase I and/or Phase II environmental review or its equivalent showing no unresolved environmental issues other than those reasonably acceptable to the Town. Developer will complete any and all remediation work that may be required by additional environmental testing.
- E. Prepare, advertise and receive bids for construction of the Project.
- F. If requested, and applicable, complete and provide an E-Verify Affidavit to the Town in a form consistent with that certain Affidavit attached hereto as **Exhibit E** and incorporated herein by reference.

- G. If applicable, comply with the Uniform Relocation Act as set forth in 49 CFR, part 24. To the extent temporary relocation or displacement may be required to complete the Project, the Developer will comply with the requirements set forth in 24 CFR § 92.353 regarding temporary relocation and relocation assistance.
- H. Develop and construct and the Project in accordance with the lead-based paint requirements set forth in 24 CFR 35, Subparts B, J, K, M and R, as applicable.
- I. Acquire all necessary approvals and permits from the local jurisdictions, such as, but not limited to, site plan approval, zoning, environmental permits and building permits.
- J. Monitor, manage and construct the Project in accordance with the construction schedule and all applicable building permits and requirements and consistent with the Project Budget, a copy of which Project Budget is attached hereto as **Exhibit B**. The completion date for the Project and issuance of Certificates of Occupancy should be no later than twenty-one (21) months from closing of the Construction Loan.
- K. Process payment requests from contractors, including subcontractors, in a timely manner.
- L. At the request of the Town, Developer will allow reasonable onsite inspections by the Town upon reasonable notice to include monitoring construction and progress of the Project and compliance with the Agreement.

3. **Post-Construction Expectations.**

- A. Upon completion, Developer will provide the Town the address of each unit.
- B. Developer will market and rent the Project units as low-income units in accordance with the terms and conditions of this Agreement, including but not necessarily limited to, those rules governing affordability of the units.
- C. Each year the Town will have the right to review Project unit rents for compliance. The request will include utility allowance information, budget documentation and justification for an increase. The Developer is required to provide tenants at least 30 days' written notice prior to implementing any rent increase.
- D. Developer will maintain complete records of the income qualification of tenants by examining relevant source documents evidencing annual income

for each tenant of the Project and ensuring that income qualifications are consistent with requirements for the Project. Each year, Developer will review rents to ensure compliance with any and all applicable income restrictions whether or not such income restrictions were required by the Town. Developer will notify the Town of any changes to proposed rents within thirty (30) days.

- E. If requested, Developer will submit rent rolls by the 15th of each month to the Town.
- F. If requested, Developer will submit a maintenance plan regarding the ongoing maintenance of the Project and the units for the term of the Loan.
- G. Developer will maintain the Project, including the Real Property, improvements and outbuildings, in accordance with local, state and federal Housing Quality Standards as set forth by HUD and in a manner harmonious with the surrounding neighborhoods.
- H. Developer will operate the Project in accordance with any and all requirements and expectations of any other lenders on the Project, including but not necessarily limited to the senior construction and permanent bank lender and the loan from Wake County.
- I. Developer will allow any duly authorized representative of the Town, at all reasonable times and upon reasonable notice, access to and the right to inspect, copy, audit and examine all of the books, records, and other documents relating to the Loan and the fulfillment of this Agreement throughout the Period of Affordability.
- J. The Developer will allow the Town access to any Real Property, grounds, improvements and outbuildings in the Project during regular business hours upon notice and subject to the rights of residential tenants.
- K. At the request of the Town, Developer will allow the Town to conduct onsite inspections of the Project upon reasonable notice and subject to the rights of residential tenants to ensure the Project's remains in compliance with all expectations of the Loan and this Agreement, including but not limited to verification that the Project is being operated in accordance with rent, occupancy and unit mix requirements.

4. **Affordability Requirements.**

- A. **Unit Income Restrictions.** Upon completion of the Project, the Developer will provide income restricted affordable housing multifamily rental units to income qualifying tenant households of at least i) twenty (20) affordable rental units at or below forty percent (40%) of the Wake County AMI as defined and determined by HUD; ii) forty (40) affordable rental units at or

below fifty percent (50%) of the Wake County AMI as defined and determined by HUD; iii) thirty (30) affordable rental units at or below sixty percent (60%) of the Wake County AMI as defined and determined by HUD; and, iv) seventy-four (74) affordable rental units at or below seventy percent (70%) of the Wake County AMI as defined and determined by HUD. All income-restricted affordable housing multifamily rental units will be preserved and made affordable during the Period of Affordability. In addition, at least twenty (20) of the units will be reserved for Wake County Permanent Supportive Housing Voucher clients and at least seventeen (17) of the units will be reserved for other County or non-County supportive housing clients, including those eligible under the North Carolina Housing Finance Agency's Key Program. All thirty-seven (37) of the units are to be held as soft set-aside units for a period of ninety (90) days during the initial lease up period, and for a period of thirty (30) days upon unit turnover, for the stated supportive housing clients. If the County's staff has not recommended a qualified tenant to lease one of the twenty (20) County Permanent Supportive Housing units during the hold period, then such unit may be leased to someone other than a County Permanent Supportive Housing client. Notwithstanding the foregoing, the Developer acknowledges that in such instance, the next available unit will be subject to the thirty (30) day hold and the County's right to identify a Permanent Supportive Housing client unless all reserved units are occupied at the time of turnover.

- B. Period of Affordability. The "Period of Affordability" is the amount of time that the Developer is required to maintain the rental restrictions set forth in this Agreement. The Period of Affordability will begin upon the issuance of the last Certificate of Occupancy for the Project or from the recordation of the Deed of Trust or Deed Restrictions, whichever event occurs last and will run for a period of thirty (30) years. The Period of Affordability will be evidenced by recording of deed restrictions, use restrictions or other covenants running with the land and will provide for rights of specific performance to the Town. In the event the Period of Affordability is not met, it will be deemed an Event of Default. In the event of foreclosure before the expiration of the Period of Affordability, the Loan must be repaid at foreclosure.

5. **Disbursements of Funds.**

- A. Developer must use all Loan funds, less the ten percent (10%) holdback payable after the last Certificate of Occupancy for the Project is issued, if applicable, before issuance of the last Certificate of Occupancy for the Project and if the Loan funds cannot be used within such timeframe, the Developer will notify the Town in writing within five (5) business days of any occurrence that makes it unlikely that Developer can meet the deadline for the expenditure of Loan funds.

- B. Requests for disbursements may be made in single or multiple requests but the Developer may not request disbursement of Loan funds more than once every thirty (30) calendar days. Supporting documentation (i.e. invoices, etc.) must be submitted with all Request for Disbursements. Any request for funding will be subject to review by the Town prior to disbursement. If any Loan funds are used for proscribed purposes, such expenditure will constitute an Event of Default as defined therein, and the Loan will become immediately due and payable.
- C. In addition to such other obligations of this Agreement, upon expiration of, termination of or a default under this Agreement, including failure to maintain affordability of the Project, the Developer must immediately transfer to the Town any and all unexpended Loan funds and any accounts receivable attributable to the Loan funds.

6. **Other Provisions.**

- A. Loan Documents. The Town may enforce the terms of this Agreement through a Promissory Note, a Deed of Trust, Loan Agreement, UCC Financing Statements, Indemnity Agreement and Deed Restrictions or such other documents that it may deem appropriate to secure its interest in the Project and the Real Property, as well as any other means available by law or equity.
- B. Records and Reports. Developer will keep and maintain or will cause to be maintained at its sole expense and in accordance with generally accepted accounting principles (hereinafter “GAAP”), proper and accurate books, records and accounts reflecting all items of income and expense in connection with the operation of the Project and in connection with any services, materials, equipment or furnishings provided in connection with the development and construction of the improvements and in connection with the operation and use of the Project.
- C. Developer will provide in a timely fashion and upon reasonable advance notice, such financial information in such form as the Town may reasonably request to demonstrate compliance by Developer with any housing restrictions to facilitate annual reporting that the Town requires.
- D. The Developer will allow the Town access to any Real Property, grounds, improvements and outbuildings in the Project during regular business hours upon reasonable advance notice, subject to the rights of any residential tenants.
- E. The Developer agrees to provide all reports as requested by the Town pursuant to this Agreement on an annual basis to the Town. Failure to

provide reports will be considered an event of default under the terms of this Agreement.

- F. Indemnification. The Developer agrees to defend, indemnify and hold harmless the Town from all loss, liability, claims or expenses (including reasonable attorney's fees) arising from bodily injury, including death, to any person or persons or property damage caused in whole or in part by the negligence or misconduct of the Developer, its subcontractors, agents and employees, except to the extent the same are caused by the negligence or willful misconduct of the Town. It is the intent of this Section to require the Developer to indemnify the Town to the fullest extent permitted under North Carolina and/or federal law. Nothing in this Section shall be construed to operate as a waiver of governmental immunity.

- G. Audit. The Developer will have an annual GAAP audit performed by an independent, certified public accountant ("CPA"). The Developer will provide the Town with an audit no later than six (6) months following the end of the Developer's fiscal year. Should the Developer fail to timely submit a qualified audit as determined by the Town, the Developer will be considered to be in default of this Agreement and the Loan.

8. **Insurance Requirements.**

- A. Developer's Insurance. At all times during the term of this Agreement, the Developer will be required to obtain and continuously maintain insurance commonly required for projects of a similar nature against fire, windstorm and such other casualties and contingencies or other hazards to property and improvements at the Project against loss or damage, including but not necessarily limited to:

Builder's Risk Insurance with limits equal to full completion replacement cost. Such insurance will be maintained during the construction of the Project, and will name the Town as a Loss Payee up to the amount of debt owed to the Town but not less than the amount of the Town Loan.

Commercial Property Insurance with limits equal to full replacement cost. Such insurance will replace Builder's Risk Insurance at the time the Project is completed, and will name the Town as a loss payee up to the amount of debt owed to the Town.

Commercial Automobile Liability Insurance with limits of no less than \$1,000,000.00 combined single limit for bodily injury and property damage.

Commercial General Liability Insurance with limits of no less than \$1,000,000.00 each occurrence/\$2,000,000.00 aggregate. This coverage

will include contractual liability covering Developer's indemnification obligations hereunder and will name the Town as an additional insured.

Workers' Compensation Insurance with Coverage A statutory limits for North Carolina, Coverage B Employers' Liability \$1,000,000.00 each accident, disease policy limit, and disease employee.

Developer will provide certificates of insurance issued by a duly authorized agent of the issuer to: Town of Apex, c/o Safety & Risk Manager, PO Box 250, Apex, NC 27502, all such insurance commonly required for projects of similar nature. Such insurance will be written by companies and in forms and amounts reasonably satisfactory to the Town, and the Town will be named as an additional insured. Insurance coverage must be in an amount sufficient to repay the Loan to Town in full if a loss occurs.

- B. Other Insurance. Developer will maintain continuously throughout the term of the Loan such other insurance as may be deemed necessary by the Town for the Project, with respect to the development, construction and operation of the Project. Developer will include all consultants or subcontractors providing project construction services as insureds; or will require any such consultants or subcontractors providing project construction services to obtain and maintain insurance which will meet the requirements set forth herein. Developer will provide certificates of insurance to the Town on an annual basis and at any time a change of insurance coverage or carriers occurs.

- C. Town's Insurance Option. At any time during the performance of this Agreement that Developer has not provided insurance coverage as required herein, the Town may provide for itself, for the Developer and for the Developer's subcontractors, any and all of the insurance coverage required pursuant to this Article. If the Town elects to provide such coverage, it will notify the Developer in writing and will provide to the Developer such certificate or certificates of insurance as may be applicable. If the Town elects to provide such coverage, it will be further entitled to increase in the Loan principal payable equal to the cost of providing such coverage to the Developer and its subcontractors plus 8% per annum interest on the increased Loan amount. The Town's failure to provide notice to the Developer or its failure to provide copies of certificates of insurance will have no bearing on its rights to increase the Loan principal as provided herein.

ARTICLE FOUR LOAN REQUIREMENTS

1. Loan Documents; Security. The Town may enforce the terms of this Agreement through a Promissory Note, a Deed of Trust, Loan Agreement, UCC Financing Statements,

Indemnity Agreement and Deed Restrictions or such other documents that it may deem appropriate to secure its interest in the Project and the Real Property.

2. Appraisal of Project. Developer must submit an appraisal of the fair market value of the Project unimproved on the date of the acquisition and an appraisal of the Project's future value based on the plans and specifications submitted to the Town.

3. Title Insurance. The Developer will submit to the Town an original ALTA title insurance policy in a form satisfactory to the Town insuring the validity and priority of its lien in an amount not less than the Loan amount and subject only to permitted exceptions, to be approved by the Town. As to this requirement the Town may agree to receipt of the required policy promptly following the closing or may, should it so elect, require receipt of a binder, updating the commitment to the closing.

4. Additional Commitments.

A. Loan Commitments. Developer must submit a copy of each and every loan commitment that will be used as a source of funding for the Project, together with any and all amendments thereto, certified by the Developer to be true, correct and complete and in full force and effect. The Developer must further notify the Town, in writing and within five (5) business days, of any changes in lending sources from the original application.

B. Equity Commitments. The Developer must submit a copy of any equity commitment, together with any and all amendments thereto, certified by the Developer to be true, correct and complete and in full force and effect, along with a list of all the current members, partners or Board of Directors of the Developer. In the instance that the equity commitment is expired, terminated, replaced or otherwise changed in any material way, the Developer must notify the Town, in writing and within five (5) business days.

C. Loan Documents. To the extent that there are any loans or mortgages related to the Project that will remain in force after the Loan closing. Developer must submit a copy of each and every loan document from all other funding sources.

5. Fees. Developer will pay any and all costs incurred in connection with the Loan, including, but not necessarily limited to, all insurance premium, recording costs, survey costs, taxes, appraisal fees and reasonable attorneys' fees actually incurred (of both Town and Developer).

6. Interest Rate. The interest rate on the Loan will be one percent (1%) simple interest.

7. Loan Priority. During the construction and permanent phase, the Town will occupy third lien position behind only the third-party bank lender (for construction and permanent), which will be in first lien position and a loan from Wake County in an amount not to exceed \$3,500,000.

8. Terms of Repayment. Developer will make payments during the term of the Loan of 75% of Net Cash Flow pursuant to the Payment Schedule attached hereto as Schedule I and incorporated herein by reference, with a balloon payment for the remaining monies due pursuant to the Loan including but not necessarily limited to principal, interest and costs payable at the end of the 30-year Loan term. For purposes of this Agreement, Net Cash Flow is determined after payment of all routine operating expenses of the Project and payment of the superior debt on the Project, but does not contemplate the payment of any deferred developer fee, incentive management fees or other fees of the Developer. The 75% Net Cash Flow pursuant to this Section will be calculated and distributed on a pro rata basis (based on the outstanding principal due) between the Town of Apex and the County loan referenced in this Article Four.

Notwithstanding, but subject to the foregoing, it is the intention of the Parties that interest only payments will begin one month after the first construction draw irrespective of the payment schedule and the first payment of principal will begin one (1) month after conversion of the bond financing on the Project from interest only to payment of principal or January 1, 2026, whichever occurs first. Where the Payment Schedule is inconsistent with this intention, the preceding sentence will control.

A 4% late fee shall be charged by the County to Developer for any payment due pursuant to the Loan that is later than the 15th day after such payment is due.

9. No Assignment. Developer will not assign any of its rights or obligations hereunder without the prior written consent of the Town. The transfer or assignment of all or part of the Project (including transfer of a beneficial interest) without the Town's prior written consent will constitute an Event of Default; provided, however, that the Event of Default will not preclude the leasing of the units in the Project in the ordinary course of business. For purposes herein, approval by HUD of a transfer of physical assets where the Loan will be repaid will constitute the approval of the transfer of physical assets by the Town and will not constitute an Event of Default.

ARTICLE FIVE GRANT REQUIREMENTS

In addition to the Loan, the Town is providing a Grant to Borrower for reimbursement of water and sewer capital reimbursement fees in order to facilitate construction of the Project. The Grant proceeds shall be used only for those purposes. In the instance of an Event of Default under this Agreement or any Loan Documents which continues past the expiration of any applicable notice and cure periods, Borrower understands that in addition to all the other liabilities and obligations of Borrower set forth elsewhere in this Agreement or the Loan Documents, the Borrower will also be required to repay the Grant to the Town.

ARTICLE SIX RELATIONSHIP OF THE PARTIES

The Developer will operate as an independent contractor, and the Town will not be responsible for any of the Developer's acts or omissions. Developer will not be treated as an employee with respect to the services performed hereunder for federal or state tax, unemployment

or workers' compensation purposes. Developer agrees that neither federal, state, nor payroll tax of any kind will be withheld or paid by the Town on behalf of the Developer. Developer further agrees that it is fully responsible for the payment of any and all taxes arising from the payment of monies under this Agreement. The Developer will not be treated as an employee with respect to the services performed hereunder for purposes of eligibility for, or participation in, any employee pension, health, or other fringe benefit plan of the Town. The Town will not be liable to the Developer for any expenses paid or incurred by the Developer unless otherwise agreed in writing. Developer will supply, at its sole expense, all equipment, tools, materials and supplies required to provide the contracted services unless otherwise agreed by the Parties in writing. Developer will comply with all federal, state and local laws regarding business permits, certificates and licenses that may be required to carry out the services to be performed pursuant to this Agreement. Developer will ensure that all personnel engaged in work pursuant to this Agreement will be fully qualified and will be authorized under the state and local law to perform the services pursuant to this Agreement.

ARTICLE SEVEN NON-DISCRIMINATION

The Town is a community that respects and actively works to welcome and protect all those who reside, work, do business and visit the Town. The Town has determined that discrimination in the business dealings of its citizens harms the citizens and the Town and impairs the Town's ability to attract new businesses and residents and is not consistent with the Town's purpose, vision, and identity as a Town that embraces and celebrates diversity. During the term of this Agreement and the Period of Affordability, Developer agrees to observe the provisions of Section 3-2 of Chapter 3 of the Town of Apex Code or Ordinances obligating every contractor or subcontractor under a contract or subcontract entered into pursuant to this Project with the Town to refrain from discrimination in employment, subcontracting practices, or the solicitation or hiring of vendors, suppliers, or commercial customers on the basis of age, race, religion, religious belief or non-belief, ethnicity, color, national origin, creed, sex, sexual orientation, gender identity, marital status, natural hair style, genetic information, pregnancy, familial status, disability, veteran or military status, or disabled veteran status. Failure to comply with these provisions will be considered an Event of Default.

ARTICLE EIGHT TERMINATION AND DEFAULT

1. Events of Default. In addition to those events of default that may be set forth in any of the Loan documents, failure to perform any requirement or condition in this Agreement will constitute an "Event of Default." In an Event of Default, the Town will deliver a notice of default by hand delivery or by first class mail to the Developer at the address listed below and the Developer will have thirty (30) days to cure the default (or such longer time as permitted under the Town Loan Agreement), except for an Event of Default caused by the failure to make a payment under the Loan, in which case, cure shall be dictated by the Loan documents. If default is not cured, the Developer will be declared in default and the Town may exercise all of the rights and remedies as set forth in the Promissory Note, the Deed of Trust, any of the other Loan documents or otherwise available in law or equity, including but not necessarily limited to the

Town's right to accelerate the debt and demand immediate repayment of the Loan. Failure on the part of the Developer to close the Town Loan and spend the Town funds within the one (1) year of the date of this Agreement will also constitute an Event of Default. Any cure of any default or Event of Default made or tendered by any investor member of Developer shall be deemed to be a cure by Developer and shall be accepted or rejected on the same basis as if made or tendered by Developer.

2. Termination of Agreement. The Town may terminate this Agreement upon five (5) days written notice to the Developer if the Developer fails to submit acceptable plans for development of the Project to the Town. Before exercising this right of termination, the Town will review any plans the Developer has submitted and will recommend modifications that will be required for Town approval. If the Developer fails or refuses to agree to Town's recommended modifications, the Town may exercise its right to demand repayment within thirty (30) days of all Town funds paid to the Developer for the Project and/or the Town may terminate this Agreement and refuse to provide funding.

3. Governing Law; Venue. This Agreement constitutes a legally enforceable contract and shall be governed by and construed in accordance with the laws of the State of North Carolina. Developer agrees that it shall submit to the jurisdiction of the courts of Wake County, North Carolina and such courts shall have exclusive jurisdiction of any disputes pursuant to this Agreement or the Loan documents.

4. Assignment. This Agreement may not be assigned by Developer without the express written consent of Town, which may be granted or withheld in Town's sole discretion.

5. Amendment. This Agreement may not be amended except as agreed by the Parties in writing.

6. Successors and Assigns. This Agreement will be binding upon any of Developers successors or assigns subject to the limitations on assignment.

7. Notice. All notices required to be given hereunder shall be in writing and shall be deemed served at the earlier of (i) receipt or (ii) seventy-two (72) hours after deposit in registered, certified or first-class United States mail, postage pre-paid and addressed to the parties at the following addresses, or such other addresses as may from time to time be designated by written notice given as herein required:

To Developer:

BROADSTONE WALK, LLC
113 S. Wilmington Street
Raleigh, NC 276001

With a copy to:

Deborah McKenney
Blanco Tackabery & Matamoros, P.A.
P.O. Box 25008

Winston-Salem, NC 27114-5008 (mailing address)
404 N. Marshall Street
Winston-Salem, NC 27101 (overnight address)

and to:

Wincopin Circle LLLP
c/o Enterprise Community Asset Management, Inc.
70 Corporate Center
11000 Broken Land Parkway, Suite 700
Columbia, Maryland 21044
Attn: Asset Management

and:

Email: sshack@enterprisecommunity.com
Attn: General Counsel

To Town:

Town of Apex
Apex Town Hall
PO Box 250
Apex, NC 27502
Attn: Town Manager

With a copy to:

Town of Apex
Apex Town Hall
PO Box 250
Apex, NC 27502
Attn: Town Attorney

With a copy to:

Theresa S. Dew
Stuart Law Firm, PLLC
1033 Wade Avenue, Suite 202
Raleigh, NC 27605

Personal delivery to a party or any officer or agent of Developer at its address herein shall constitute receipt by Developer. Personal delivery to the Town shall be made only to the Town Manager and not to other officers, agents or employees unless hereafter so designated in writing by the Town. Rejection or other refusal to accept or inability to deliver because of changed address of

which no notice has been received shall also constitute receipt. No notice of change of address shall be effective until the date of receipt thereof.

**ARTICLE NINE
IRAN DIVESTMENT ACT**

By executing this Development Agreement, Developer certifies that it is not on the State Treasurer's Iran Divestment Act ("IDA") list and will not use subcontractors on the IDA list.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement under seal as of the date written.

DEVELOPER/BORROWER:
BROADSTONE WALK, LLC

By: Broadstone Walk Development, Inc.
Its Managing Member

By: _____
Yolanda Winstead, President
Date: _____
EIN: _____

TOWN OF APEX:

By: _____
Name: Catherine H. Crosby
Title: Town Manager
Date: _____

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

D. Shawn Purvis, Deputy Town Manager
Interim Finance Director

Schedule of Exhibits:

- Exhibit A – Legal Description
- Exhibit B – Project Budget
- Exhibit C – Construction Schedule
- Exhibit D – Payment Schedule
- Exhibit E – E-Verify Affidavit

EXHIBIT A
LEGAL DESCRIPTION
(950 South Hughes Street, Apex, North Carolina, Wake County)

All those certain lots or parcels of land lying and being in the Town of Apex, Wake County, North Carolina and more particularly described as follows:

BEING all of New Lot 1, containing 14.1089 acres, as shown on a plat entitled “Recombination Plat Property of Broadstone Walk” and recorded in Book of Maps 2021, Page 2224, Wake County Registry.

**EXHIBIT B
PROJECT BUDGET**

**EXHIBIT C
CONSTRUCTION SCHEDULE**

**EXHIBIT D
PAYMENT SCHEDULE**

EXHIBIT E
E-VERIFY AFFIDAVIT

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: December 13, 2022

Item Details

Presenter(s): Jacques K. Gilbert, Mayor

Department(s): Governing Body

Requested Motion

Motion to appoint Councilmember Terry Mahaffey as the Council's voting member for the North Carolina League of Municipalities and Town Manager Catherine H. Crosby as the alternate voting member.

Approval Recommended?

Yes

Item Details

Each member municipality can designate one voting delegate who is eligible to cast a single vote for the 2023-2024 League Board of Directors in advance of the annual business meeting which will be held in April. Each municipality can also designate an alternate voting delegate.

Attachments

- N/A



| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: December 13, 2022

Item Details

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

Department(s): Administration

Requested Motion

Motion to approve resolution to authorize town manager or her 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 Non-Utility Encroachment Agreements with the North Carolina Department of Transportation ("NC DOT") when roadway widening, curb and gutter, and stormwater infrastructure improvements are constructed within a NC DOT maintained right of way. Transportation staff (or Town's design consultant) typically prepares the design plans and must complete a non-utility encroachment application in order to submit the design plans to NCDOT for their review/approval. The process would be more efficient if the agreements could be signed by either the town manager or her designee, which would expedite the submittal process on Town capital projects. Utility Encroachment Agreement execution were previously delegated to the Town Manager or designee in 2020. This resolution would provide a similar execution process for transportation and stormwater projects handled by the Town on capital projects.

Attachments

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



RESOLUTION NO. _____

**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 (“ROW”) Encroachment Agreements with the North Carolina Department of Transportation (“NC DOT”) when Town of Apex facilities are located within or cross NC DOT rights of way; and

WHEREAS, the Town Council previously delegated to the Town Manager or their designee the authority to approve and execute ROW Encroachment Agreements with NC DOT for utility facilities on May 5th, 2020; and

WHEREAS, the Town has a recurring need to enter into ROW Encroachment Agreements with NC DOT when transportation, recreation, and other non-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 their designee to approve and execute any and all Right of Way Encroachment Agreements with the NC DOT 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 their designee is hereby authorized to approve and execute Right of Way Encroachment Agreements with NC DOT to locate any and all types of Town of Apex facilities within or crossing NC DOT rights of way on behalf of the Town of Apex.

This Resolution is effective upon adoption.

This the ____ day of _____, 2022.

By: _____
Jacques K. Gilbert, Mayor

ATTEST:

Allen Coleman, Town Clerk, CMC, NCCCC

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: December 13, 2022

Item Details

Presenter(s): Shelly Mayo, Planner II

Department(s): Planning

Requested Motion

Motion to set the Public Hearing for the January 10, 2023 Town Council meeting regarding Rezoning Application #21CZ27 Tingen Road Residential. The applicant, Jeff Roach for Peak Engineering and Design, PLLC, seeks to rezone approximately 2.27 acres from Residential Agricultural (RA) to High Density Multi-Family - Conditional Zoning (HDMF-CZ). The proposed rezoning is located at 1010 Tingen Road.

Approval Recommended?

The Planning Department recommends approval.

Item Details

The properties to be rezoned are identified as PIN 0741264605.

Attachments

- Vicinity Map
- Application





Rezoning #21CZ27

PETITION TO AMEND THE OFFICIAL ZONING MAP

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

Application #: 21CZ27 Submittal Date: 10/01/2021
Fee Paid: _____

Project Information

Project Name: Tingen Road Residential
Address(es): 1010 Tingen Road
PIN(s): 0741-26-4605
Acreage: 2.27 acres
Current Zoning: RA Proposed Zoning: HDMF-CZ
Current 2045 LUM Classification(s): Medium-High Density Residential
Is the proposed rezoning consistent with the 2045 LUM Classification(s)? Yes No

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

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

Applicant Information

Name: Peak Engineering & Design, PLLC - attn: Jeff Roach, P.E.
Address: 1125 Apex Peakway
City: Apex State: NC Zip: 27502
Phone: 919-439-0100 E-mail: jroach@peakengineering.com

Owner Information

Name: Joseph Iannone
Address: 2509 Southwinds Run
City: Apex State: NC Zip: 27502
Phone: _____ E-mail: joey@jviconstruction.com

Agent Information

Name: Peak Engineering & Design, PLLC - attn: Jeff Roach, P.E.
Address: 1125 Apex Peakway
City: Apex State: NC Zip: 27502
Phone: 919-439-0100 E-mail: jroach@peakengineering.com

Other contacts: _____
jbarron@morningstarlawgroup.com

PETITION INFORMATION

Application #: 21CZ27 Submittal Date: 10/01/2021

An application has been duly filed requesting that the property described in this application be rezoned from RA _____ to HDMF - CZ _____. It is understood and acknowledged that if the property is rezoned as requested, the property described in this request will be perpetually bound to the use(s) authorized and subject to such conditions as imposed, unless subsequently changed or amended as provided for in the Unified Development Ordinance (UDO). It is further understood and acknowledged that final plans for any specific development to be made pursuant to any such Conditional Zoning shall be submitted for site or subdivision plan approval, as required by the UDO. Use additional pages as needed.

PROPOSED USES:

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

1	<u>Townhouse</u>	21	<u>_____</u>
2	<u>Multi-family or apartments</u>	22	<u>_____</u>
3	<u>Greenway</u>	23	<u>_____</u>
4	<u>Recreation facility, private</u>	24	<u>_____</u>
5	<u>Park, active</u>	25	<u>_____</u>
6	<u>Park, passive</u>	26	<u>_____</u>
7	<u>Utility, minor</u>	27	<u>_____</u>
8	<u>_____</u>	28	<u>_____</u>
9	<u>_____</u>	29	<u>_____</u>
10	<u>_____</u>	30	<u>_____</u>
11	<u>_____</u>	31	<u>_____</u>
12	<u>_____</u>	32	<u>_____</u>
13	<u>_____</u>	33	<u>_____</u>
14	<u>_____</u>	34	<u>_____</u>
15	<u>_____</u>	35	<u>_____</u>
16	<u>_____</u>	36	<u>_____</u>
17	<u>_____</u>	37	<u>_____</u>
18	<u>_____</u>	38	<u>_____</u>
19	<u>_____</u>	39	<u>_____</u>
20	<u>_____</u>	40	<u>_____</u>

PETITION INFORMATION

Application #: 21CZ27 Submittal Date: 10/01/2021

PROPOSED CONDITIONS:

The applicant hereby requests that the Town Council of the Town of Apex, pursuant to the Unified Development Ordinance, approve the Conditional Zoning for the above listed use(s) subject to the following condition(s). Use additional pages as needed.

Development of the property shall include the attached conditions.

LEGISLATIVE CONSIDERATIONS - CONDITIONAL ZONING

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

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

The 2045 LUM designation for the property is Medium-High Density Residential.

The propsoed rezoning would facilitate the development of a residential townhome community consistent with guidance in the Comprehensive Plan for properties with this designation.

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

The proposed rezoning site is adjacent to the Westhaven community which is built out as a townhome community similar to what is envisioned for this project. As a result, the proposed rezoning will facilitate the development of a community that is consistent with the adjacent residential community.

PETITION INFORMATION

Application #: 21CZ27 Submittal Date: 10/01/2021

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

New development on the site will comply with supplemental use standards to the extent such standards are applicable under UDO Sec. 4.4.

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

Based on the manner in which the Westhaven community was designed and built, the proposed community will not connect to existing residential roads. While such connections are good for connectivity, they rarely are welcomed by owners in established neighborhoods adjacent to new proposed development.

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

New development on the site will be consistent with the Town's requirements for the same, many of which are meant to minimize a project's impact on the environment. This includes riparian buffers from stream features, which we believe the project site contains.

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

The proposed project will facilitate the development of a townhome community of only about 16 homes. This community will not have any meaningful impact on the Town's ability to continue providing high levels of service to area residents for municipal services and utilities.

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

The proposed rezoning is consistent with the Town's long range plans for development in this area. By providing residential infill development, the project takes advantage of area infrastructure and avoids leap-frog development that can contribute to sprawl.

PETITION INFORMATION

Application #: 21CZ27 Submittal Date: 10/01/2021

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

As mentioned above, the proposed site of the rezoning is adjacent to an existing residential townhome community. The proposed development will be compatible with the existing patterns of development in the area. The similar characteristics of the new proposed community to the existing suggests that the project will not be detrimental.

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

The proposed rezoning will facilitate the development of a residential townhome community adjacent to a residential townhome community in an area slated for the same in the Town's Comprehensive Plan. Given the compatibility of the project with both the surrounding area and Town's plans, the rezoning will not create a nuisance.

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

Tingen Road Residential Zoning Conditions

The following zoning conditions shall apply to the development:

1. Residential architectural standards:
 - A. Vinyl siding not permitted; however, vinyl windows, decorative elements and trim are permitted.
 - B. The roofline cannot be a single mass; it must be broken up horizontally and vertically between every unit.
 - C. For single family homes, roof pitch shall be 5:12 or greater for 75% of building designs.
 - D. Garage doors must have windows, decorative details, or carriage-style adornments on them.
 - E. Front facades shall have horizontal relief achieved using recesses and projections.
 - F. A varied color palette shall be utilized on homes throughout the subdivision and shall include varied trim, shutter, and accent colors complementing the siding color.
 - G. The rear and side elevations of the units that can be seen from the right-of-way shall have trim around the windows.
 - H. The visible side of a townhome on a corner lot facing the public street shall contain at least 3 decorative elements such as, but not limited to, the following elements:

• Bay windows	• Two or more building materials	• Column on gable
• Recessed windows	• Decorative brick or stone	• Portico
• Decorative windows	• Decorative trim	• Balcony
• Trim around the windows	• Decorative shakes	• Dormer
• Wrap around porch or side porch	• Decorative air vents on gables	• Decorative gable
	• Decorative cornice	
2. A 10' Type 'A' Landscape Buffer is proposed along adjacent property lines. A 30' Type 'B' Town of Apex Thoroughfare Street buffer along Tingen Road is proposed.
3. The development shall include a minimum of two (2) signs identifying environmentally sensitive areas to discourage pet waste and chemical use in the vicinity.
4. The development shall provide diverse and abundant pollinator sources (i.e., larval host plants, nectar pollen berries and blooming plants) that bloom in succession from spring to fall. Species shall be selected from the Design & Development Manual or otherwise approved by Planning Staff.
5. The development shall provide warm season grasses throughout the development as listed in the Design and Development Manual or otherwise approved by Planning staff.
6. Each dwelling unit shall be pre-configured with conduit for a future solar energy system.
7. The developer shall provide at least two (2) pet waste stations within common open space.
8. Access to the property shall be provided by a right-in/right-out movement located approximately 150' north of Harbor Haven Drive as reviewed by the Town of Apex and NCDOT.

9. The project shall be one-hundred percent (100%) affordable housing through a partnership with an affordable housing provider. Said provider shall establish the housing affordability standards to provide residential units to buyers making less than one-hundred percent (100%) of the Area Median Income (AMI) for the Raleigh MSA. The Affordable Housing Units shall be occupied by low or median-income households earning no more than one-hundred percent (100%) of the Raleigh, NC MSA AMI, adjusted for family size as most recently published by the U.S. Department of Housing and Urban Development (HUD). The Affordable Housing Units shall include a minimum affordability period of no less than ten (10) years (the “Affordable Period”). Examples of an Affordable Housing Provider include without limitation Habitat for Humanity of Wake County, the White Oak Foundation, DHIC, or a similar entity identified prior to construction of the new residential units.
10. Existing sidewalk along Tingen Road is sufficient and construction and/or Fee-in-lie for 10’ Side Path identified on the Bicycle Pedestrian System Plan Map shall not be required.
11. Future stub street extensions shall be provided to the west (PIN 0741-26-1618) and to the north (PIN 0741-26-6820).

AGENT AUTHORIZATION FORM

Application #: 21CZ27

Submittal Date: 10/01/2021

Joseph Iannone is the owner* of the property for which the attached application is being submitted:

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

The property address is: 1010 Tingen Road

The agent for this project is: Joseph Iannone

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

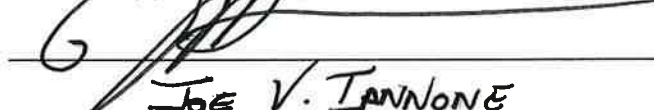
Agent Name: Peak Engineering & Design, PLLC (Jeffrey A. Roach, P.E.)

Address: 1125 Apex Peakway, Apex, NC 27502

Telephone Number: (919) 439-0100

E-Mail Address: jroach@peakengineering.com

Signature(s) of Owner(s)*


JOE V. IANNONE

Type or print name

9-29-21

Date

Type or print name

Date

Attach additional sheets if there are additional owners.

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

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

AFFIDAVIT OF OWNERSHIP


Application #: 21CZ27

Submittal Date: 10/01/2021

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

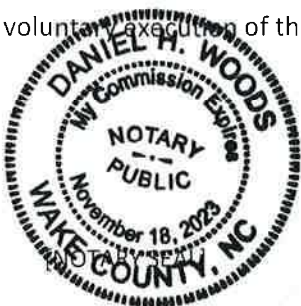
- Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the sole owner, or is the authorized agent of all owners, of the property located at 1010 Tingen Road and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").
- This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.
- If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated 5/4/21, and recorded in the Wake County Register of Deeds Office on 5/4/21, in Book 18487 Page 250.
- If Affiant is the authorized agent of the owner(s) of the Property, Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).
- If Affiant is the owner of the Property, from the time Affiant was deeded the Property on 5/4/21, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on 5/4/21, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.


This the 29 day of 9, 2021.


 _____ (seal)
JOE V. IANNONE
 Type or print name

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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





 Notary Public
 State of North Carolina
 My Commission Expires: 11/18/2023

**Legal Description of Property of
Joseph V. Iannone, Jr.
1010 Tingen Road, Apex, NC
PIN 0741-26-4605**

The area described herein is encompassing of PIN 0741-26-4605 located in White Oak Township in Wake County, NC.

At an Existing Concrete Monument (ECM) located in the northwest corner of the aforementioned property, the common property corner with N/F Isoline M. Byrd (PIN 0741.09-26-1618) and the Wake County Board of Education parcel (Apex Elementary School PIN 0741.09-25-5385), the point described as the **POINT AND PLACE OF BEGINNING**;

thence S 87° 40' 19" E 129.84' along the common boundary with Wake County Board of Education property to an existing iron pipe in the northwest corner of the adjacent N/F John & James L. Amoroso (PIN 0741.10-26-6820);

thence S 02° 17' 00" E 106.59' along the western property line of the previously noted Amoroso property to an existing iron pipe;

thence S 88° 16' 28" E 215.58' along the southern property line of the previously noted Amoroso property to an existing iron pipe in the northwest corner of the N/F John & James L. Amoroso property (PIN 0741.10-26-6639);

thence S 16° 40' 12" W 51.01' along the western boundary of the Amoroso property (PIN 0741.10-26-6639) to an existing iron pipe at the common corner with the N/F Reginald & Tony Judd (PIN 0741.10-26-6614);

thence S 18° 06' 27" W 70.20' along the western boundary of the N/F Reginald & Tony Judd (PIN 0741.10-26-6614) to an existing iron pipe;

thence S 73° 24' 21" E 139.32' along the southern boundary of the N/F Reginald & Tony Judd (PIN 0741.10-26-6614) to a computed point in the western right-of-way line of Tingen Road;

thence along the western right-of-way of Tingen Road for the following two calls:

- S 18° 22' 11" W 128.78' to a computed point;
- S 26° 55' 13" W 14.61' to a computed point;

thence N 69° 14' 31" W 232.35' along the northern property line of the N/F Westhaven Townhomes HOA property (PIN 0741-26-1195) to a new iron pipe;

thence N 85° 57' 48" W 189.63' along the northern property line of the N/F Westhaven Townhomes HOA property to an existing iron pipe in the southeast corner of the N/F Isoline M. Byrd property (PIN 0741.09-26-1618);

thence N 01° 24' 14" E 289.75' along the eastern boundary of the N/F Isoline M. Byrd property to an existing concrete monument, said point being the **POINT AND PLACE OF BEGINNING** containing 2.2690 acres more or less. Said property is identified as Lot 1 on the survey by Smith & Smith, Surveyors, P.A. entitled "Existing Conditions Survey for Joseph V. Iannone Jr." dated June 14, 2021.

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

Wake County Residential Development Notification

Please complete each section of this form and submit with your application.

Town of Apex staff will enter this information into the online WCPSS form.

Please send any questions about this form to:
studentassignment-gis-group@wcpss.net

Developer Company Information	
Company Name	
Company Phone Number	
Developer Representative Name	Joey Iannone
Developer Representative Phone Number	(919) 387-8846
Developer Representative Email	joey@jviconstruction.com

New Residential Subdivision Information	
Date of Application for Subdivision	October 1, 2021
City, Town or Wake County Jurisdiction	Apex
Name of Subdivision	Tingen Road Residential (final name TBD)
Address of Subdivision (if unknown enter nearest cross streets)	Tingen Road south of Apex Elementary School
REID(s)	0014351
PIN(s)	0741-26-4605

Projected Dates Information	
Subdivision Completion Date	December 2023
Subdivision Projected First Occupancy Date	January 2023

Lot by Lot Development Information																	
Unit Type	Total # of Units	Senior Living	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	Square Foot Range		Price Range		Anticipated Completion Units & Dates					
								Min	Max	Low	High	Year	# Units	Year	# Units	Year	# Units
Single Family																	
Townhomes	20							1600	2200			2022	6	2023	14		
Condos																	
Apartments																	
Other																	

NOTICE OF NEIGHBORHOOD MEETING

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

9/15/21

Date

Dear Neighbor:

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

1010 Tingen Road

0741-26-4605

Address(es)

PIN(s)

in accordance with the Town of Apex Neighborhood Meeting procedures. This meeting is intended to be a way for the applicant to discuss the project and review the proposed plans with adjacent neighbors and neighborhood organizations before the submittal of an application to the Town. This provides neighbors an opportunity to raise questions and discuss any concerns about the impacts of the project before it is officially submitted. If you are unable to attend, please refer to the Project Contact Information page for ways to contact the applicant. Notified neighbors may request that the applicant provide updates and send plans via email or mail. Once an application has been submitted to the Town, it may be tracked using the [Interactive Development Map](#) or the [Apex Development Report](#) located on the Town of Apex website at <http://www.apexnc.org/180/Planning-Community-Development>.

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

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

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

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

We are seeking rezoning to allow for the development of a townhome community. We envision around 16 townhomes on about 2.27 acres of land.

Estimated submittal date: October 2021

MEETING INFORMATION:

Property Owner(s) name(s): Joseph Iannone

Applicant(s): Joseph Iannone

Contact information (email/phone): joey@jviconstruction.com/919-387-8846

Meeting Address: https://morningstarlaw.group/09292021mtg3

Date/Time of meeting**: September 29, 2021 from 5:30 PM to 7:30 PM

MEETING AGENDA TIMES:

Welcome: 5:30 - 5:32 Project Presentation: 5:32 - 5:35 Question & Answer: 5:35 - 7:30

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

PROJECT CONTACT INFORMATION

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

Development Contacts:

Project Name: Tigen Road Residential Zoning: RA
 Location: 1010 Tingen Road
 Property PIN(s): 0741-26-4605 Acreage/Square Feet: 2.27

Property Owner: Joseph Iannone
 Address: 2509 Southwinds Run
 City: Apex State: NC Zip: 27502
 Phone: 919-387-8846 Email: joey@jviconstruction.com

Developer: Same as owner
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone: _____ Fax: _____ Email: _____

Engineer: Peak Engineering & Design, PLLC (Jeff Roach)
 Address: 1125 Apex Peakway
 City: Apex State: NC Zip: 27502
 Phone: 919-439-0100 Fax: _____ Email: jroach@peakengineering.com

Builder (if known): Same as owner
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone: _____ Fax: _____ Email: _____

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

Town of Apex Department Contacts

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

Providing Input to Town Council:

Each Town Council meeting agenda includes a Public Forum time when anyone is permitted to speak for three (3) minutes on any topic with the exception of items listed as Public Hearings for that meeting. The Town Council meets on the 2nd and 4th Tuesdays of each month at 6:00 p.m. (except for holidays, see schedule of meetings at <http://www.apexnc.org/838/Agendas-Minutes>). You may also contact Town Council by e-mail at AllCouncil@apexnc.org.

Private Agreements and Easement Negotiation:

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

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

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

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

Documentation:

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

COMMON CONSTRUCTION ISSUES & WHO TO CALL

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

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

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

Construction Traffic: James Misciagno 919-372-7470

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

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

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

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

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

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

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

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

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

Dust: James Misciagno 919-372-7470

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

Trash: James Misciagno 919-372-7470

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

Temporary Sediment Basins: James Misciagno 919-372-7470

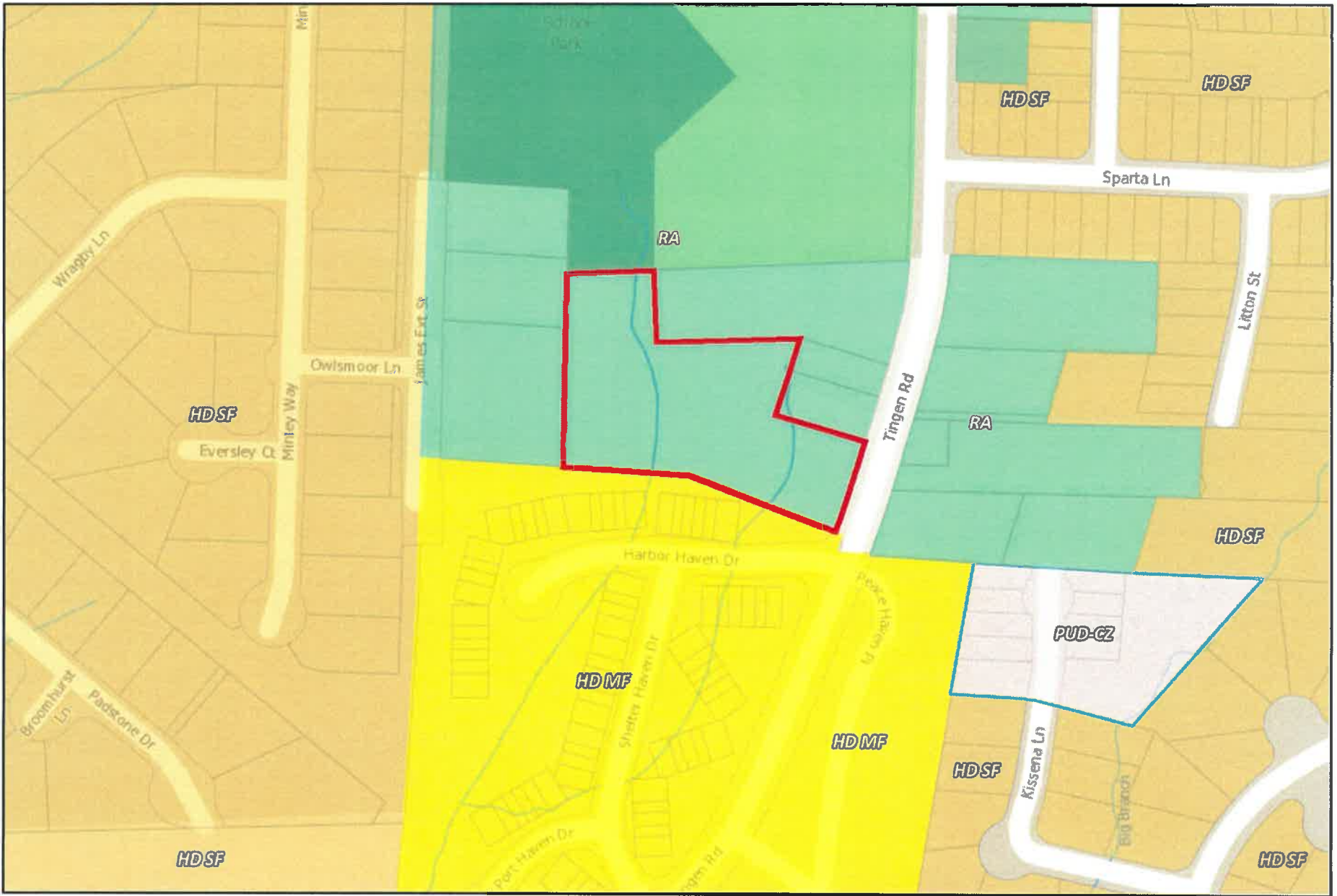
Temporary sediment basins during construction (prior to the conversion to the final stormwater pond) are often quite unattractive. Concerns should be reported to James Misciagno at 919-372-7470 so that he can coordinate the cleaning and/or mowing of the slopes and bottom of the pond with the developer.

Stormwater Control Measures: Jessica Bolin 919-249-3537

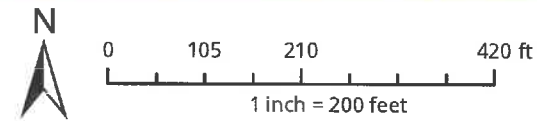
Post-construction concerns related to Stormwater Control Measures (typically a stormwater pond) such as conversion and long-term maintenance should be reported to Jessica Bolin at 919-249-3537.

Electric Utility Installation: Rodney Smith 919-249-3342

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



Vicinity & Zoning Map



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

SUMMARY OF DISCUSSION FROM THE ELECTRONIC NEIGHBORHOOD MEETING

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

Property Owner(s) name(s): Joseph Iannone

Applicant(s): Peak Engineering and Morningstar Law Group

Contact information (email/phone): jbarron@morningstarlawgroup.com/919.590.0371

Meeting Format: Virtual per Town's Requirements

Date of meeting: September 29, 2021 Time of meeting: 5:30pm-7:30pm

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

Question/Concern #1:

A question was asked about buffering of the western property boundary and whether a fence was planned for that portion of the site

Applicant's Response:

The applicant's representative indicated that the initial proposal is for a 10' Type A buffer and does not include a fence

Question/Concern #2:

A follow up question related to why there was no plan for a fence

Applicant's Response:

the applicant's representative indicated that at this time the intent was to preserve existing vegetation along that side of the property and that a fence could impact such existing vegetation

Question/Concern #3:

A question was asked as to whether there was going to be a connection from this development to the James Street Extension to the west

Applicant's Response:

The applicant's representative indicated that there was no connection being made because the site does not abut James Street Extension but the Town's UDO requires that a stub be provided from the proposed development to the parcel to the west of the subject property

Question/Concern #4:

A question was asked as to what type of buffers are being proposed for the remainder of the property

Applicant's Response:

The applicant's representative indicated that the current proposal was for 10' Type A buffers around the entire perimeter of the site

SUMMARY OF DISCUSSION FROM THE ELECTRONIC NEIGHBORHOOD MEETING

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Property Owner(s) name(s): Joseph Iannone

Applicant(s): Peak Engineering and Morningstar Law Group

Contact information (email/phone): jbarron@morningstarlawgroup.com/919.590.0371

Meeting Format: Virtual per Town's Requirements

Date of meeting: September 29, 2021 Time of meeting: 5:30pm-7:30pm

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

Question/Concern #1:

What impacts will there be to stream buffers and wetlands

Applicant's Response:

The applicant's representative indicated that part of the development process would include a stream delineation and wetlands determination. Regarding wetlands, federal regulations would be followed regarding any potential impacts, including street crossing internal to the site. With respect to streams, any streams that are delineated and determined to be buffered will have to be accounted for on the site plan. Buffered streams are regulated by the state through the Town and the buffer areas only permit very minimal impacts.

Question/Concern #2:

One of the attendees indicated that she had spoken with the Byrd family that lives west of the property and along James Street Extension, and that they would like to see increased buffers or fencing along the western property boundary

Applicant's Response:

The applicant indicated that they would further examine the options with respect to that perimeter buffer

Question/Concern #3:

An attendee asked how many people received notice of the meeting

Applicant's Response:

84

Question/Concern #4:

An attendee asked if the applicant is aware that the Apex peacock - a wild peacock - was living in this area?

Applicant's Response:

The applicant's representative responded that they were no aware and would notify the owner of the subject property to further investigate.

ELECTRONIC NEIGHBORHOOD MEETING ATTENDANCE SHEET

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

Meeting Format: Virtual per Town's Requirements
 Date of meeting: September 29, 2021 Time of meeting: 5:30pm-7:30pm
 Property Owner(s) name(s): Joseph Iannone
 Applicant(s): Peak Engineering and Morningstar Law Group

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

	NAME/ORGANIZATION	ADDRESS	PHONE #	EMAIL	SEND PLANS & UPDATES
1.	Shabnam Baig	1743 Minley Way			
2.	Dorothy Easton	935 Tingen Road			
3.	John Amoroso	938 Tingen Road			
4.	Jason Barron, Morningstar Law Group	421 Fayetteville Street, Suite 530, Raleigh			
5.	Jeff Roach, Peak Engineering & Des	1125 Apex Peakway, Apex, NC			
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					

Use additional sheets, if necessary.

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

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

I, Jason Barron, do hereby declare as follows:
Print Name

1. I have conducted an Electronic Neighborhood Meeting for the proposed Rezoning, Major Site Plan, Residential Master Subdivision Plan, or Special Use Permit in accordance with UDO Sec. 2.2.7 *Neighborhood Meeting*.
2. The meeting invitations were mailed to the Apex Planning Department, all property owners within 300 feet of the subject property and any neighborhood association that represents citizens in the area via first class mail a minimum of 10 days in advance of the Electronic Neighborhood Meeting.
3. The meeting was conducted via Virtual per Town's Requirements (indicate format of meeting) on September 29, 2021 (date) from 530pm (start time) to 730pm (end time).
4. I have included the mailing list, meeting invitation, attendance sheet issue/response summary, and zoning map/reduced plans with the application.
5. I have prepared these materials in good faith and to the best of my ability.

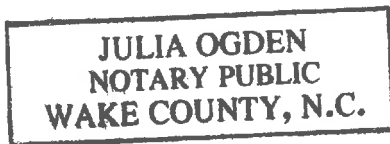
10/1/21
Date

By: _____

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Julia Ogden, a Notary Public for the above State and County, on this the 1 day of October, 2021.

SEAL



Julia Ogden
Notary Public
Julia Ogden
Print Name

My Commission Expires: April 21, 2024

CERTIFIED LIST OF NEIGHBORING PROPERTY OWNERS

Application #: 21CZ27

Submittal Date: 10/01/2021

Provide a certified list of property owners subject to this application and all property owners within 300' of the subject property and HOA Contacts.

	Owner's Name	PIN
1.	LIST PROVIDED BY TOWN	
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		

I, Jason Barron, certify that this is an accurate listing of all property owners and property owners within 300' of the subject property.

Date: 10/1/21

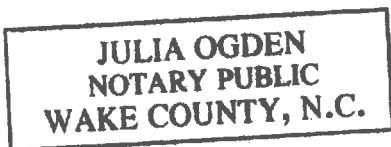
By: [Signature]

COUNTY OF WAKE STATE OF NORTH CAROLINA

Sworn and subscribed before me, Julia Ogden, a Notary Public for the above State and County, on this the 1 day of October, 2021.

[Signature]
Notary Public
Julia Ogden
Print Name

SEAL



My Commission Expires: April 21, 2024

SITE_ADDRESS	PIN_NUM	OWNER	MAILING ADDRESS	
200 HARBOR HAVEN DR	0741263427	ABU, JARADEH ABDALLAH JAMAL ABU, JARADEH FATMA HANYAMIN	200 HARBOR HAVEN DR	APEX NC 27502-4602
103 SHELTER HAVEN DR	0741264225	ACHETT, JOSEPH V. GEORGE, ROSE N.	7022 NOONWOOD CT	SAN JOSE CA 95120-2225
216 HARBOR HAVEN DR	0741261445	ALILI, ABBAS	216 HARBOR HAVEN DR	APEX NC 27502-4602
938 TINGEN RD	0741266639	AMOROSO, JOHN AMOROSO, JAME L	936 TINGEN RD	APEX NC 27502-8736
202 HARBOR HAVEN DR	0741263407	AMZ HOME SERVICES LLC	4264 VALLONIA DR	CARY NC 27519-6704
1743 MINLEY WAY	0741168692	BAIG, SHABNAM ALI, SYED OMAR	1743 MINLEY WAY	APEX NC 27502-5776
0 TINGEN RD	0741267558	BALDWIN, H B HEIRS	PO BOX 2331	RALEIGH NC 27602-2331
1731 MINLEY WAY	0741169805	BHANDARU, KAMESWARI BHANDARU, SRINIVAS	1731 MINLEY WAY	APEX NC 27502-5776
1755 MINLEY WAY	0741168396	BHATIA, VINIT J	1755 MINLEY WAY	APEX NC 27502-5776
109 HARBOR HAVEN DR	0741264353	BORGE, FERNANDO	109 HARBOR HAVEN DR	APEX NC 27502-4726
1747 MINLEY WAY	0741168594	BRADLEY, STUART MICHAEL TRUSTEE STU BRADLEY LIVING TRUST	1747 MINLEY WAY	APEX NC 27502-5776
1735 MINLEY WAY	0741168796	BUCKLEY, PHILIP H BUCKLEY, KRISTEN A	1735 MINLEY WAY	APEX NC 27502-5776
1723 MINLEY WAY	0741179003	BURKEMPER, DAMIAN WOODRING, AMY	1723 MINLEY WAY	APEX NC 27502-5776
109 JAMES EXT ST	0741261922	BYRD, ALBERT HEIRS	115 JAMES EXT ST	APEX NC 27502-2021
117 JAMES EXT ST	0741261618	BYRD, ISOLINE M	117 JAMES EXT ST	APEX NC 27502-2021
108 SHELTER HAVEN DR	0741262287	CERRETTI, LAUREN	108 SHELTER HAVEN DR	APEX NC 27502-4725
1003 TINGEN RD	0741269566	CHAVIS, FRANCES E EPPS, CURTIS LEROY	PO BOX 153	APEX NC 27502-0153
108 HARBOR HAVEN DR	0741264477	DAY, PRISCILLA	108 HARBOR HAVEN DR	APEX NC 27502-4684
220 HARBOR HAVEN DR	0741260491	EASON, VANESSA M TRUSTEE THE VANESSA M EASON REVOCABLE LIVING TRUST	5505 MERION STATION DR	APEX NC 27539-3623
935 TINGEN RD	0741269830	EASTON, HARRISON JR EASTON, DOROTHY	935 TINGEN RD	APEX NC 27502-8737
0 TINGEN RD	0741267486	EPPS, DANIEL JR EPPS, CURTIS LEROY	501 BURTON ST	FUQUAY VARINA NC 27526-1607
230 HARBOR HAVEN DR	0741260279	EUDAILEY, LORI ELAINE	230 HARBOR HAVEN DR	APEX NC 27502-4602
2 SPARTA LN	0741268951	FANG, XIFENG DING, WEI	604 PRAIRIE MEADOWS CT	CARY NC 27519-6306
100 PEACE HAVEN PL	0741266052	FEDERAL HOME APEX, LLC	FEDERAL HOME HARDEE TERRACE LLC	274 MADISON AVE RM 1401 NEW YORK NY 10016-0701
214 HARBOR HAVEN DR	0741261466	FINCHER, MARK W FINCHER, IANA F	110 AVERY CIR	CARY NC 27511-3820
204 HARBOR HAVEN DR	0741262487	FLORES-TAN, CARMELA S TAN, ALDIN N	604 ALDEN BRIDGE DR	CARY NC 27519-8326
206 HARBOR HAVEN DR	0741262467	FRITTS, PATRICIA R	206 HARBOR HAVEN DR	APEX NC 27502-4602
0 TINGEN RD	0741268652	GALLOWAY, JOSEPH CLEVELAND	211 JAMES ST	APEX NC 27502-2121
107 HARBOR HAVEN DR	0741264373	GAO, DI	1413 CRETE DR	RALEIGH NC 27606-2586
1126 KISSENA LN	0741268370	HABITAT FOR HUMANITY OF WAKE COUNTY INC	2420 N RALEIGH BLVD	RALEIGH NC 27604-2235
224 HARBOR HAVEN DR	0741260387	HALPIN, JOHN	224 HARBOR HAVEN DR	APEX NC 27502-4602
222 HARBOR HAVEN DR	0741260399	HARTMAN, JOSEPH HARTMAN, DEVIKA	204 MILPASS DR	HOLLY SPRINGS NC 27540-9651
1010 TINGEN RD	0741264605	IANNONE, JOSEPH V JR	2509 SOUTHWINDS RUN	APEX NC 27502-6512
102 SHELTER HAVEN DR	0741263304	INMAN, JAMES EDWARD	102 SHELTER HAVEN DR	APEX NC 27502-4725
1001 TINGEN RD	0741360405	JOHNSON, MARY G JOHNSON, TRACY M	1007 TINGEN RD	APEX NC 27502-8766
940 TINGEN RD	0741266614	JUDD, REGINALD JUDD, TONY	722 COTTON BRICK DR	FUQUAY VARINA NC 27526
104 SHELTER HAVEN DR	0741262392	KATHPALIA, JEETENDER KATHPALIA, SUPREET	3409 SIENNA HILL PL	CARY NC 27519-5220
1727 MINLEY WAY	0741169904	KAZEZIAN, HRATCH KAZEZIAN, SALPI M	1727 MINLEY WAY	APEX NC 27502-5776
101 HARBOR HAVEN DR	0741265333	KELLY, BRIAN KELLY, KATHLEEN	1207 CAIRPHILLY CASTLE CT	APEX NC 27502-4064
111 HARBOR HAVEN DR	0741264333	LAMY, ALLAN J	111 HARBOR HAVEN DR	APEX NC 27502-4726
112 SHELTER HAVEN DR	0741262273	LEGACY PROPETIES USA LLC	10628 MARION STONE WAY	RALEIGH NC 27614-9891
218 HARBOR HAVEN DR	0741261425	LEWIS, RICHARD JAMES LEWIS, RUTH A	218 HARBOR HAVEN DR	APEX NC 27502-4602
105 SHELTER HAVEN DR	0741264233	LIVSHIN, JAMIE L LIVSHIN, JAMES	1202 WATERFORD GREEN DR	APEX NC 27502-6210
106 SHELTER HAVEN DR	0741262390	LOCKHART, DAVID G LOCKHART, KATHLEEN	3204 RIGHTERS MILL WAY	APEX NC 27539-3627
101 SHELTER HAVEN DR	0741264207	LODHI, KHALID LODHI, NUDRAT K	7624 SPURGE DR	FAYETTEVILLE NC 28311-9265
105 HARBOR HAVEN DR	0741264393	LOMELINO, JENNIFER D	105 HARBOR HAVEN DR	APEX NC 27502-4726
939 TINGEN RD	0741268658	MANGUM, STELLA J HEIRS	C/O PATRICIA M BECKWITH	2909 EARTH DR APEX NC 27539-6266
118 HARBOR HAVEN DR	0741263478	MCMILLIAN, BERYL	118 HARBOR HAVEN DR	APEX NC 27502-4684
100 SHELTER HAVEN DR	0741263316	MUSE, EMMIE M	100 SHELTER HAVEN DR	APEX NC 27502-4725
111 SHELTER HAVEN DR	0741264168	OAKLEY, ASHLEY	111 SHELTER HAVEN DR	APEX NC 27502-4789
109 SHELTER HAVEN DR	0741264241	ORR, KATHERINE M	109 SHELTER HAVEN DR	APEX NC 27502-4789
0 SPARTA LN	0741268911	PERRY HILL HOMEOWNERS ASSOC	3308 WHITTINGHAM DR	NEW HILL NC 27562-8985
212 HARBOR HAVEN DR	0741261486	PHILLIPS, VANESSA	212 HARBOR HAVEN DR	APEX NC 27502-4602

103 HARBOR HAVEN DR	0741265313	PITTMAN, ROBERT ALEXANDER PITTMAN, ROBIN	103 HARBOR HAVEN DR	APEX NC 27502-4726	
228 HARBOR HAVEN DR	0741262230	PLATT, JO ELLEN	228 HARBOR HAVEN DR	APEX NC 27502-4602	
112 HARBOR HAVEN DR	0741264437	RAHILLY, BRENDAN E	112 HARBOR HAVEN DR	APEX NC 27502-4684	
1114 KISSENA LN	0741268146	RASZMANN, MICHAEL PHILLIP HODGES, SARAH ELIZABETH	1114 KISSENA LN	APEX NC 27502-1864	
110 SHELTER HAVEN DR	0741262284	RAUSCHENBACH, JANET L	110 SHELTER HAVEN DR	APEX NC 27502-4725	
114 HARBOR HAVEN DR	0741264417	ROCHMAN, JULIO ROCHMAN, DIANA	2808 BISHOP BROOK CT	CARY NC 27519-7722	
112 LITTON ST	0741360636	ROMINGER, TIM	112 LITTON ST	APEX NC 27502-1228	
100 JAMES EXT ST	0741179382	SALEM VILLAGE OWNERS ASSOCIATION INC	1100 PERIMETER PARK DR STE 112	MORRISVILLE NC 27560-9119	
0 WRAGBY LN	0741167239	SALEM VILLAGE OWNERS ASSOCIATION INC	PO BOX 97243	RALEIGH NC 27624-7243	
1751 MINLEY WAY	0741168495	SALLUSTO, MICHAEL SALLUSTO, KRISTY	1751 MINLEY WAY	APEX NC 27502-5776	
110 HARBOR HAVEN DR	0741264448	SCHWARTZ, ROXANNE	110 HARBOR HAVEN DR	APEX NC 27502-4684	
232 HARBOR HAVEN DR	0741260277	SHAKED, KEREN SHAKED, MOSHE	232 HARBOR HAVEN DR	APEX NC 27502-4602	
107 SHELTER HAVEN DR	0741264232	SHUE, FELICIA LYN CLAVERING, JOAN	107 SHELTER HAVEN DR	APEX NC 27502-4789	
234 HARBOR HAVEN DR	0741260276	SPENCE, SHANNON	234 HARBOR HAVEN DR	APEX NC 27502-4602	
116 HARBOR HAVEN DR	0741263497	STEEN, CLAUDIA	116 HARBOR HAVEN DR	APEX NC 27502-4684	
208 HARBOR HAVEN DR	0741262437	TANIS, MARTIN L	208 HARBOR HAVEN DR	APEX NC 27502-4602	
226 HARBOR HAVEN DR	0741260385	TAYLOR, BRIDGET A	226 HARBOR HAVEN DR	APEX NC 27502-4602	
700 TINGEN RD	0741272284	WAKE COUNTY BOARD OF EDUCATION	RE SERVICES DIRECTOR	1551 ROCK QUARRY RD	RALEIGH NC 27610-4145
0 TINGEN RD	0741261195	WESTHAVEN TOWNHOMES HOMEOWNERS ASSN	PPM	11010 RAVEN RIDGE RD	RALEIGH NC 27614-8837
210 HARBOR HAVEN DR	0741262407	WILLIAMS, RAMEY	210 HARBOR HAVEN DR	APEX NC 27502-4602	
		APEX TOWN OF	PO BOX 250	APEX NC 27502	
		CHARLESTON MANAGEMENT CORP	PO BOX 97243	RALEIGH 27624	
		Current Tenant	101 Harbor Haven DR	APEX NC 27502	
		Current Tenant	107 Harbor Haven DR	APEX NC 27502	
		Current Tenant	114 Harbor Haven DR	APEX NC 27502	
		Current Tenant	202 Harbor Haven DR	APEX NC 27502	
		Current Tenant	204 Harbor Haven DR	APEX NC 27502	
		Current Tenant	214 Harbor Haven DR	APEX NC 27502	
		Current Tenant	220 Harbor Haven DR	APEX NC 27502	
		Current Tenant	222 Harbor Haven DR	APEX NC 27502	
		Current Tenant	113 James Ext ST	APEX NC 27502	
		Current Tenant	100 Peace Haven PL	APEX NC 27502	
		Current Tenant	111 Peace Haven PL	APEX NC 27502	
		Current Tenant	112 Peace Haven PL	APEX NC 27502	
		Current Tenant	113 Peace Haven PL	APEX NC 27502	
		Current Tenant	114 Peace Haven PL	APEX NC 27502	
		Current Tenant	121 Peace Haven PL	APEX NC 27502	
		Current Tenant	122 Peace Haven PL	APEX NC 27502	
		Current Tenant	123 Peace Haven PL	APEX NC 27502	
		Current Tenant	124 Peace Haven PL	APEX NC 27502	
		Current Tenant	211 Peace Haven PL	APEX NC 27502	
		Current Tenant	212 Peace Haven PL	APEX NC 27502	
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		Current Tenant	231 Peace Haven PL	APEX NC 27502	
		Current Tenant	232 Peace Haven PL	APEX NC 27502	
		Current Tenant	233 Peace Haven PL	APEX NC 27502	
		Current Tenant	234 Peace Haven PL	APEX NC 27502	
		Current Tenant	311 Peace Haven PL	APEX NC 27502	
		Current Tenant	312 Peace Haven PL	APEX NC 27502	
		Current Tenant	313 Peace Haven PL	APEX NC 27502	
		Current Tenant	314 Peace Haven PL	APEX NC 27502	
		Current Tenant	321 Peace Haven PL	APEX NC 27502	
		Current Tenant	322 Peace Haven PL	APEX NC 27502	
		Current Tenant	323 Peace Haven PL	APEX NC 27502	

Current Tenant	324 Peace Haven PL	APEX NC 27502
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Current Tenant	523 Peace Haven PL	APEX NC 27502
Current Tenant	524 Peace Haven PL	APEX NC 27502
Current Tenant	531 Peace Haven PL	APEX NC 27502
Current Tenant	532 Peace Haven PL	APEX NC 27502
Current Tenant	533 Peace Haven PL	APEX NC 27502
Current Tenant	534 Peace Haven PL	APEX NC 27502
Current Tenant	611 Peace Haven PL	APEX NC 27502
Current Tenant	612 Peace Haven PL	APEX NC 27502
Current Tenant	613 Peace Haven PL	APEX NC 27502
Current Tenant	614 Peace Haven PL	APEX NC 27502
Current Tenant	621 Peace Haven PL	APEX NC 27502
Current Tenant	622 Peace Haven PL	APEX NC 27502
Current Tenant	623 Peace Haven PL	APEX NC 27502
Current Tenant	624 Peace Haven PL	APEX NC 27502
Current Tenant	631 Peace Haven PL	APEX NC 27502
Current Tenant	632 Peace Haven PL	APEX NC 27502
Current Tenant	633 Peace Haven PL	APEX NC 27502
Current Tenant	634 Peace Haven PL	APEX NC 27502
Current Tenant	711 Peace Haven PL	APEX NC 27502
Current Tenant	712 Peace Haven PL	APEX NC 27502
Current Tenant	713 Peace Haven PL	APEX NC 27502
Current Tenant	714 Peace Haven PL	APEX NC 27502
Current Tenant	721 Peace Haven PL	APEX NC 27502
Current Tenant	722 Peace Haven PL	APEX NC 27502
Current Tenant	723 Peace Haven PL	APEX NC 27502
Current Tenant	724 Peace Haven PL	APEX NC 27502
Current Tenant	731 Peace Haven PL	APEX NC 27502
Current Tenant	732 Peace Haven PL	APEX NC 27502
Current Tenant	733 Peace Haven PL	APEX NC 27502
Current Tenant	734 Peace Haven PL	APEX NC 27502
Current Tenant	811 Peace Haven PL	APEX NC 27502
Current Tenant	812 Peace Haven PL	APEX NC 27502
Current Tenant	813 Peace Haven PL	APEX NC 27502
Current Tenant	814 Peace Haven PL	APEX NC 27502
Current Tenant	821 Peace Haven PL	APEX NC 27502
Current Tenant	822 Peace Haven PL	APEX NC 27502
Current Tenant	823 Peace Haven PL	APEX NC 27502
Current Tenant	824 Peace Haven PL	APEX NC 27502
Current Tenant	831 Peace Haven PL	APEX NC 27502
Current Tenant	832 Peace Haven PL	APEX NC 27502
Current Tenant	833 Peace Haven PL	APEX NC 27502
Current Tenant	834 Peace Haven PL	APEX NC 27502
Current Tenant	101 Shelter Haven DR	APEX NC 27502
Current Tenant	103 Shelter Haven DR	APEX NC 27502
Current Tenant	104 Shelter Haven DR	APEX NC 27502
Current Tenant	105 Shelter Haven DR	APEX NC 27502
Current Tenant	106 Shelter Haven DR	APEX NC 27502
Current Tenant	112 Shelter Haven DR	APEX NC 27502
Current Tenant	2 Sparta LN	APEX NC 27502
Current Tenant	700 Tingen RD	APEX NC 27502
Current Tenant	936 Tingen RD	APEX NC 27502
Current Tenant	939 Tingen RD	APEX NC 27502
Current Tenant	940 Tingen RD	APEX NC 27502
Current Tenant	1001 Tingen RD	APEX NC 27502
Current Tenant	1003 Tingen RD	APEX NC 27502

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: December 13, 2022

Item Details

Presenter(s): Shelly Mayo, Planner II

Department(s): Planning

Requested Motion

Motion to set the Public Hearing for the January 10, 2023 Town Council meeting regarding Rezoning Application #22CZ12 Hatcher Property Rezoning and Ordinance. The applicant, Joseph Iannone, JVI Building & Development, Inc, seeks to rezone approximately 28.84 acres from Wake County Residential-80W District (R-80W) to Rural Residential-Conditional Zoning (RR-CZ). The proposed rezoning is located at 0 & portion of 3100 Olive Chapel Road.

Approval Recommended?

The Planning Department recommends approval.

Item Details

The properties to be rezoned are identified as PINs 0722011663 & portion of 0712915079.

Attachments

- Vicinity Map
- Application



Deer Creek

Lawson Ln

Rezoning #22CZ12

Adirondack Way

Transit Trl

Soaring Silo Way

Herb Garden Way

Early Planting Ave

Richardson Rd

Barn Cat Way

Milk Bottle Aly

Smith Farm PUD

Wishing Well Wynd

Olive Chapel Rd

American Tobacco Trail



PETITION TO AMEND THE OFFICIAL ZONING MAP

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

Application #: 22CZ12 Submittal Date: 5/2/2022
Fee Paid: _____

Project Information

Project Name: Hatcher Property Rezoning
Address(es): 0 & portion of 3100 Olive Chapel Rd
PIN(s): 0722-01-1663 & portion of 0712-91-5079
Acreage to be rezoned: 28.842
Current Zoning: R80-W Proposed Zoning: RR-CZ
Current 2045 LUM Classification(s): Rural Density Residential
Is the proposed rezoning consistent with the 2045 LUM Classification(s)? Yes No

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

Area classified as mixed use: Acreage: _____
Area proposed as non-residential development: Acreage: _____
Percent of mixed use area proposed as non-residential: Percent: _____

Applicant Information

Name: JVI Building & Development, Inc
Address: 1600 Olive Chapel Rd, Suite 400
City: Apex State: NC Zip: 27502
Phone: 919-387-8846 E-mail: joey@jviconstruction.com

Owner Information

Name: Joseph Iannone Jr
Address: 2509 Southwinds Run
City: Apex State: NC Zip: 27502
Phone: 919-387-8846 E-mail: joey@jviconstruction.com

Agent Information

Name: Jones & Crossen Engineering, PLLC
Address: PO Box 1062
City: Apex State: NC Zip: 27502
Phone: 919-387-1174 E-mail: patrick@jonescrossen.com

Other contacts: _____

PETITION INFORMATION

Application #: 22CZ12 Submittal Date: 5/2/2022

An application has been duly filed requesting that the property described in this application be rezoned from R80-W to RR-CZ. It is understood and acknowledged that if the property is rezoned as requested, the property described in this request will be perpetually bound to the use(s) authorized and subject to such conditions as imposed, unless subsequently changed or amended as provided for in the Unified Development Ordinance (UDO). It is further understood and acknowledged that final plans for any specific development to be made pursuant to any such Conditional Zoning shall be submitted for site or subdivision plan approval, as required by the UDO. Use additional pages as needed.

PROPOSED USES:

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

1	Single Family	21	
2	Accessory Apartment	22	
3	Utility, minor	23	
4	Greenway	24	
5	Park, active	25	
6	Park, passive	26	
7		27	
8		28	
9		29	
10		30	
11		31	
12		32	
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14		34	
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PETITION INFORMATION

Application #: 22CZ12 Submittal Date: 5/2/2022

PROPOSED CONDITIONS:

The applicant hereby requests that the Town Council of the Town of Apex, pursuant to the Unified Development Ordinance, approve the Conditional Zoning for the above listed use(s) subject to the following condition(s). Use additional pages as needed.

See attached list

LEGISLATIVE CONSIDERATIONS - CONDITIONAL ZONING

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

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

This rezoning would propose to amend the 2045 Land Use Map in order to convert the designation from Rural Density Residential to the new Rural Density Transition designation.

We believe this to be an appropriate LUM designation, serving as a transition from the Medium/High Density Residential (striped as mixed-use) to the east, to the Rural Density Residential to the west.

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

With this conditional zoning, the we are requesting to cap the density at 1.0 units/acre. As there are medium / high density uses to the east and north, and rural residential / preserved NC game land uses to the west and south, this density is compatible as a transition.

PETITION INFORMATION

Application #: 22CZ12 Submittal Date: 5/2/2022

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

All uses that fall within the supplemental standards will be consistent with the standards provided in the Town of Apex UDO.

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

As we are proposing a residential use, there is compatibility with the surrounding lands, and with the low density we are proposing, traffic should be minimal. Trash will be collected for each individual lot as a Town of Apex service, so there is no concern of any common area dumpsters creating an odor nuisance.

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

Several environmentally-minded conditions have been added to this conditional zoning in order to minimize the environmental impacts, including stormwater management of the 25-year storm, provision of at least one pet waste station along with signage regarding the need to reduce fertilizers and pet waste near SCMs, provision of solar conduit on all homes, and multiple conditions regarding the use of native plant species.

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

The low residential density proposed with this conditional zoning will minimize any overburdening of public facilities. This project would provide a portion of a north-south Major Collector Street, eventually connecting US-64 and Olive Chapel Road.

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

The development of this parcel should not have a negative affect on the health, safety or welfare of Apex citizens.

PETITION INFORMATION

Application #: 22CZ12 Submittal Date: 5/2/2022

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

Because of its compatibility with the surrounding land uses (see Legislative Consideration #2), this conditional zoning should not be detrimental to adjacent properties.

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

Residential homes generally do not constitute a nuisance or hazard because of the character of the neighborhood. The number of units planned for these parcels is small and the impact of these few units on the surrounding area will be minimal.

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

This rezoning petition is mostly compatible with the Ordinance for the Rural Residential zoning district. There are some deviations to the table of intensities (Table 5.1 of Apex UDO) regarding setbacks and average lot size, but these proposed zoning conditions are still compatible with the Land Use Map designation of Rural Density Transition.

ZONE A

Architectural Conditions for RR-CZ - Single Family Residential

1. Vinyl siding is not permitted; however, vinyl windows, decorative elements and trim are permitted.
2. Eaves shall project at least 12 inches from the wall of the structure.
3. Garage doors shall have windows, decorative details or carriage-style adornments on them.
4. A varied color palette shall be utilized throughout the subdivision to include a minimum of three color families for siding and shall include varied trim, shutter, and accent colors complementing the siding color.
5. House entrances for units with front-facing single-car garages shall have a prominent covered porch/stoop area leading to the front door.
6. Front porches shall be a minimum of 6 feet deep.

ZONE A

Additional Zoning Conditions

1. The maximum built-upon area per lot shall be 60%, the maximum height shall be 40 ft, and the minimum building setbacks shall be as follows:
(a) Front – 25 ft; (b) Side – 8 ft. min/20 ft. total; (c) Corner side – 15 ft; (d) Rear – 25 ft.
2. All homes shall include solar conduit in the building design to facilitate future rooftop solar installations.
3. All garages shall be wired with a 220-volt outlet inside the garage to facilitate charging of electronic vehicles.
4. Developer shall construct Transit Trail according to the Apex Thoroughfare and Collector Street Plan on 60' public right-of-way from Olive Chapel Road to the northern boundary of Zone A, along with a 10' Side Path for the entirety of the eastern side of the street, to be dedicated at the time of the first plat of the subdivision.
5. All existing lots of record (within Town of Apex jurisdiction) abutting Transit Trail at the time it is dedicated as 60-foot public right-of-way shall each be entitled to a maximum of two driveway access points onto Transit Trail. If lots are subdivided further, those new lots shall not be permitted direct driveway access to Transit Trail and must instead access internal public streets or alleys within an approved subdivision plan.
6. For the existing residences that have access to the existing Transit Trail private street, a temporary access drive shall be provided and maintained throughout the duration of construction of Transit Trail as a public street. Once Transit Trail is recorded as public right-of-way, and the road is made open to the public, the temporary drive may be abandoned.
7. Construction shall be restricted to Monday – Saturday, to allow for a reprieve from construction noise on Sundays.

Smith & Smith Surveyors, P.A.
P.O. Box 457
Apex, N.C. 27502
(919) 362-7111
Firm License No. C-0155

Lying and being in White Oak Township, Wake County, North Carolina and being situated 0.75 mile east of Olive Chapel Baptist Church yet west of and adjacent to the American Tobacco Trail and described more fully as follows to wit:

BEGINNING at an existing iron pipe bearing NAD 83 (2011) coordinate values of North 720,998.30 feet, East 2,019,786.59 feet; thence North 89° 30' 03" West, 412.24 feet to a point; thence South 26° 30' 06" West, 79.36 feet to a point; thence a curve to the left South 20° 36' 52" West, 75.90 feet (chord), 370.00 feet (radius) to a point; thence South 14° 43' 39" West, 167.18 feet to a point; thence a curve to the left South 28° 16' 03" East, 34.10 feet (chord), 25.00 feet (radius) to a point; thence South 09° 14' 40" West, 29.60 feet to a point; thence North 75° 39' 03" West, 111.13 feet to a point; thence North 14° 20' 57" East, 34.05 feet to a point; thence a curve to the left North 60° 02' 15" East, 35.55 feet (chord), 25.00 feet (radius) to a point; thence North 14° 43' 39" East, 163.27 feet to a point; thence a curve to the right North 20° 36' 52" East, 88.21 feet (chord), 430.00 feet (radius) to a point; thence North 26° 30' 06" East, 150.72 feet to a point; thence a curve to the left North 25° 06' 43" East, 37.35 feet (chord), 770.00 feet (radius) to a point; thence a curve to the left North 09° 52' 14" East, 368.69 feet (chord), 770.00 feet (radius) to a point; thence North 03° 58' 53" West, 28.07 feet to a point; thence North 03° 58' 53" West, 96.17 feet to a point; thence a curve to the right North 00° 20' 14" West, 64.19 feet (chord), 505.00 feet (radius) to a point; thence South 86° 41' 35" East, 60.00 feet to a point; thence South 80° 45' 39" East, 109.43 feet to a point; thence South 52° 58' 07" East, 68.06 feet to a point; thence South 23° 29' 24" East, 73.97 feet to a point; thence South 46° 29' 27" West, 50.55 feet to a point; thence South 08° 02' 55" West, 34.61 feet to a point; thence South 30° 23' 37" East, 308.52 feet to a point; thence South 04° 03' 53" East, 83.22 feet to a point; thence South 03° 33' 46" West, 131.60 feet to the BEGINNING, containing 5.3566 total acres more or less.

This description was prepared for the sole purpose of rezoning and for no other use.

PRELIMINARY

(ZONE A)

ZONE B

Architectural Conditions for RR-CZ - Single Family Residential

1. Vinyl siding is not permitted; however, vinyl windows, decorative elements and trim are permitted.
2. Eaves shall project at least 12 inches from the wall of the structure.
3. Garage doors shall have windows, decorative details or carriage-style adornments on them.
4. Garages on the front façade of a home that faces the street shall not exceed 40% of the total width of the house and garage together.
5. The visible side of a home on a corner lot facing the public street shall contain at least 3 decorative elements such as, but not limited to, the following elements:
 - Windows
 - Bay window
 - Recessed window
 - Decorative window
 - Trim around the windows
 - Wrap around porch or side porch
 - Two or more building materials
 - Decorative brick/stone
 - Decorative trim
 - Decorative shake
 - Decorative air vents on gable
 - Decorative gable
 - Decorative cornice
 - Column
 - Portico
 - Balcony
 - Dormer
6. A varied color palette shall be utilized throughout the subdivision to include a minimum of three color families for siding and shall include varied trim, shutter, and accent colors complementing the siding color.
7. House entrances for units with front-facing single-car garages shall have a prominent covered porch/stoop area leading to the front door.
8. The rear and side elevations of the units that can be seen from the right-of-way shall have trim around the windows.
9. Front porches shall be a minimum of 6 feet deep.

ZONE B

Additional Zoning Conditions

1. For stormwater management, post-development peak runoff shall not exceed pre-development peak runoff conditions for the 1 year, 10 year, and 25 year 24-hour storm events.
2. This development shall provide a maximum density of 1.0 units per acre (including open space and R/W).
3. The minimum average lot size shall be ½ acre.
4. The maximum built-upon area per lot shall be 60%, the maximum height shall be 40 ft, and the minimum building setbacks shall be as follows:
(a) Front – 25 ft; (b) Side – 8 ft. min/20 ft. total; (c) Corner side – 15 ft; (d) Rear – 25 ft.
5. Signage shall be provided in HOA areas surrounding SCMs, regarding the need to eliminate and reduce fertilizer and pet waste near SCMs.
6. Developer shall install pollinator-friendly and native flora within SCM planting areas.
7. At least 75% of the plant species used in the landscape design shall be native species.
8. Perimeter buffers, SCMs, and other HOA maintained areas may be planted with clover or warm season grasses for drought resistance.
9. In order to reduce water consumption and promote pollinator friendly habitat and biodiversity, Homeowner Association covenants shall permit clover lawns throughout the neighborhood.
10. A minimum of one pet waste station shall be installed in HOA common area.
11. Homeowners Association covenants shall not restrict the construction of accessory dwelling units.
12. Any outdoor lighting within HOA maintained areas shall utilize full cutoff fixtures that have a maximum color temperature of 3000K.
13. All homes shall include solar conduit in the building design to facilitate future rooftop solar installations. Developer shall emphasize the availability of solar by providing the statement “Solar Options Available” on the development sign at the front of the subdivision.
14. All garages shall be wired with a 220-volt outlet inside the garage to facilitate charging of electronic vehicles.
15. Developer shall construct Transit Trail according to the Apex Thoroughfare and Collector Street Plan on 60’ public right-of-way from Olive Chapel Road to the northernmost property boundary, along with a 10’ Side Path for the entirety of the eastern side of the street, to be dedicated at the time of the first plat of the subdivision.
16. All existing lots of record (within Town of Apex jurisdiction) abutting Transit Trail at the time it is dedicated as 60-foot public right-of-way shall each be entitled to a maximum of two driveway access points onto Transit Trail. If lots are subdivided further, those new lots shall not be permitted direct driveway access to Transit Trail and must instead access internal public streets or alleys within an approved subdivision plan.
17. For the existing residences that have access to the existing Transit Trail private street, a temporary access drive shall be provided and maintained throughout the duration of construction of Transit Trail as a public street. Once Transit Trail is recorded as public right-of-way, and the road is made open to the public, the temporary drive may be abandoned.
18. A 50’ Type A buffer shall be provided along the eastern boundary line where adjacent to the American Tobacco Trail. A 10’ Type A streetscape buffer shall be provided along the east side of Transit Trail. A 10’ Type B buffer shall be provided along the northern and southern boundary lines. A perimeter landscape buffer shall not be provided along the southeastern boundary line, adjacent to the land owned by USACE. Instead, a split-rail wooden fence shall be provided along the project boundary to provide a physical barrier between the USACE property and the cleared and maintained Town of Apex utility easements which run parallel to the project boundary.
19. Construction shall be restricted to Monday – Saturday, to allow for a reprieve from construction noise on Sundays.

Smith & Smith Surveyors, P.A.
P.O. Box 457
Apex, N.C. 27502
(919) 362-7111
Firm License No. C-0155

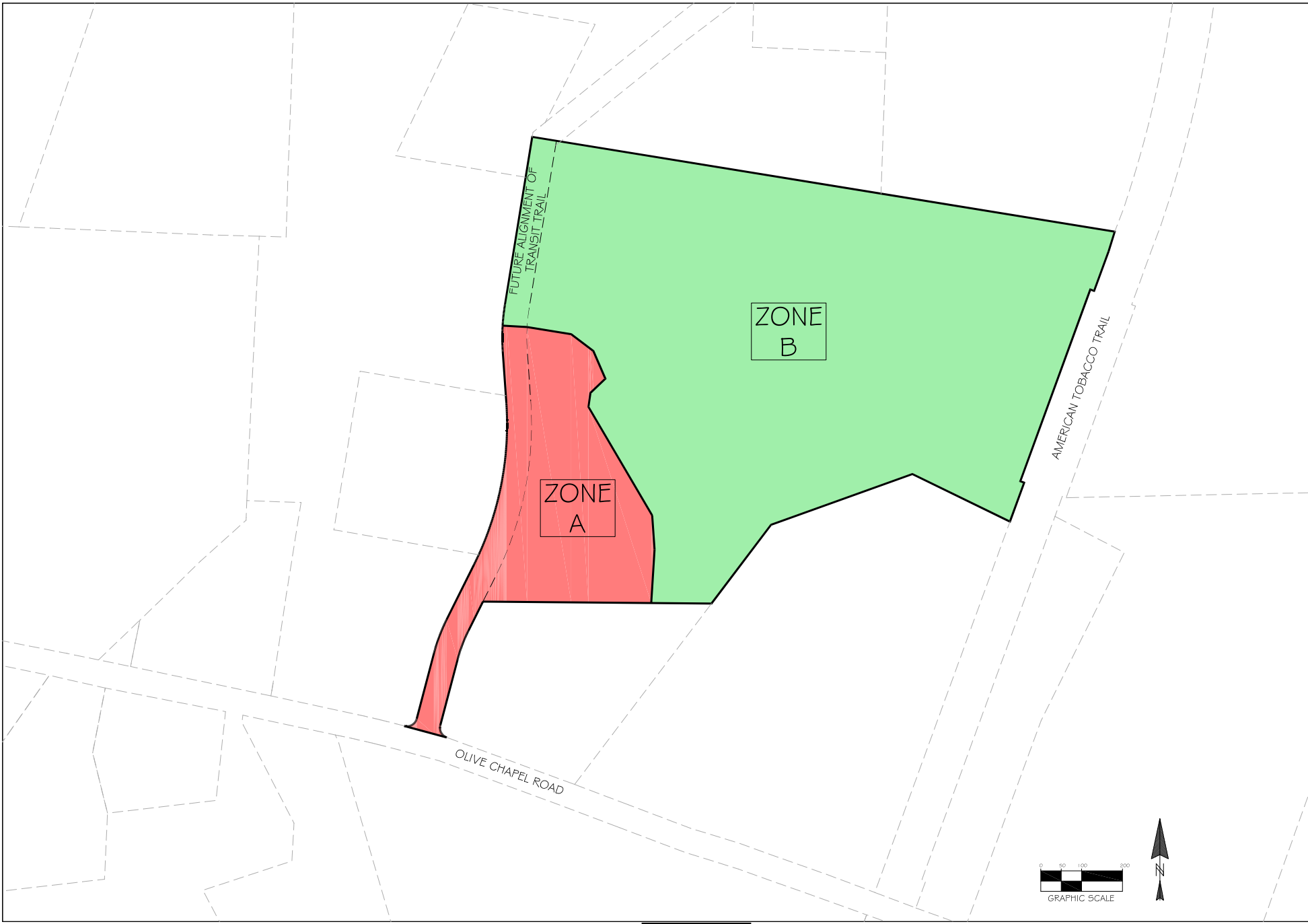
Lying and being in White Oak Township, Wake County, North Carolina and being situated 0.75 mile east of Olive Chapel Baptist Church yet west of and adjacent to the American Tobacco Trail and described more fully as follows to wit:

BEGINNING at an existing iron pipe bearing NAD 83 (2011) coordinate values of North 722,135.06 feet, East 2,019,524.68 feet; thence South 80° 45' 39" East, 1415.59 feet to a point; thence South 17° 07' 41" West, 50.60 feet to a point; thence South 20° 08' 57" West, 103.08 feet to a point; thence North 69° 56' 08" West, 10.00 feet to a point; thence South 20° 03' 07" West, 499.87 feet to a point; thence South 69° 56' 54" East, 10.00 feet to a point; thence South 20° 03' 06" West, 101.61 feet to a point; thence North 64° 01' 14" West, 265.94 feet to a point; thence South 70° 14' 11" West, 367.78 feet to a point; thence South 37° 07' 27" West, 241.92 feet to a point; thence North 89° 30' 03" West, 147.47 feet to a point; North 03° 33' 46" East, 131.60 feet to a point; thence North 04° 03' 53" West, 83.22 feet to a point; thence North 30° 23' 37" West, 308.52 feet to a point; thence North 08° 02' 55" East, 34.61 feet; thence North 46° 29' 27" East, 50.55 feet to a point; thence North 23° 29' 24" West, 73.97 feet to a point; thence North 52° 58' 07" West, 68.06 feet to a point; thence North 80° 45' 39" West, 109.43 feet to a point; thence North 86° 41' 35" West, 60.00 feet to a point; thence a curve to the right North 06° 16' 23" East, 52.26 feet (chord), 505.00 feet (radius) to a point; thence North 09° 14' 36" East, 315.75 feet to a point; thence North 09° 16' 39" East, 99.99 feet to a point; thence South 80° 45' 39" East, 29.94 feet to the BEGINNING, containing 23.4854 total acres more or less.

This description was prepared for the sole purpose of rezoning and for no other use.

PRELIMINARY

(ZONE B)

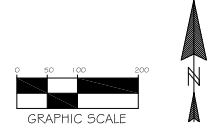


HATCHER PROPERTY REZONING
TOWN OF APEX, WAKE COUNTY, NORTH CAROLINA
BOUNDARY EXHIBIT FOR ZONES A & B

SCALE: 1" = 100'

DATE: NOVEMBER 21, 2022

2112



AGENT AUTHORIZATION FORM

Application #: 22CZ12

Submittal Date: 5/2/2022

Joseph Iannone Jr is the owner* of the property for which the attached application is being submitted:

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

The property address is: 3100 Olive Chapel Rd & 0 Olive Chapel Rd

The agent for this project is: Jones & Crossen Engineering, PLLC

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

Agent Name: Patrick Kiernan

Address: PO Box 1062, Apex NC 27502

Telephone Number: 919-387-1174

E-Mail Address: patrick@jonescrossen.com

Signature(s) of Owner(s)*

JOE V. IANNONE

Type or print name

11-21-22

Date

Type or print name

Date

Attach additional sheets if there are additional owners.

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

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

AFFIDAVIT OF OWNERSHIP

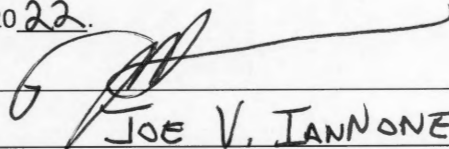
Application #: 22CZ12

Submittal Date: 5/2/2022

The undersigned, Joseph Iannone Jr (the "Affiant") first being duly sworn, hereby swears or affirms as follows:

1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the sole owner, or is the authorized agent of all owners, of the property located at 3100 Olive Chapel Rd & 0 Olive Chapel Rd and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").
2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.
3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated 4/29/2021, and recorded in the Wake County Register of Deeds Office on 04/29/2021, in Book 018479 Page 01421.
4. If Affiant is the authorized agent of the owner(s) of the Property, Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).
5. If Affiant is the owner of the Property, from the time Affiant was deeded the Property on 04/29/2021, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on 04/29/2021, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.

This the 21 day of NOV, 2022.


 _____ (seal)
JOE V. IANNONE

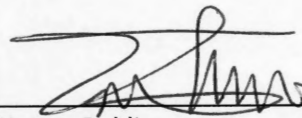
 Type or print name

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, the undersigned, a Notary Public in and for the County of WAKE, hereby certify that Joe V Iannone, Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's _____, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.

ERIN MARCUM
NOTARY PUBLIC
 Wake County
 North Carolina
 My Commission Expires 11/19/2025

[NOTARY SEAL]



 Notary Public
 State of North Carolina
 My Commission Expires: November 19, 2025

AFFIDAVIT OF OWNERSHIP: EXHIBIT A – LEGAL DESCRIPTION

Application #: 22CZ12

Submittal Date: 5/2/2022

Insert legal description below.

Being all of Lots 1 and 2 as recorded in BM 2022 on Page 1473.

NOTICE OF NEIGHBORHOOD MEETING

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

April 8, 2022

Date

Since the time of the neighborhood meeting, the Town has adopted a new LUM designation, Rural Density Transition, which better suits this rezoning petition. In order to meet this new LUM designation, we are changing our rezoning petition from LD-CZ to RR-CZ. Per TOA staff, since the RR district is less intense than the LD district, a new neighborhood meeting shall not be required.

Dear Neighbor:

You are invited to a neighborhood meeting to review and discuss the development proposal at
3100 Olive Chapel Rd 0712-91-8593

Address(es)

PIN(s)

in accordance with the Town of Apex Neighborhood Meeting procedures. This meeting is intended to be a way for the applicant to discuss the project and review the proposed plans with adjacent neighbors and neighborhood organizations before the submittal of an application to the Town. This provides neighbors an opportunity to raise questions and discuss any concerns about the impacts of the project before it is officially submitted. If you are unable to attend, please refer to the Project Contact Information page for ways to contact the applicant. Notified neighbors may request that the applicant provide updates and send plans via email or mail. Once an application has been submitted to the Town, it may be tracked using the [Interactive Development Map](#) or the [Apex Development Report](#) located on the Town of Apex website at <http://www.apexnc.org/180/Planning-Community-Development>.

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

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

*Quasi-Judicial Public Hearing: The Board of Adjustment cannot discuss the project prior to the public hearing.

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

Proposing to rezone these two parcels along Olive Chapel Rd. and Transit Tr. from R-80W to

Low Density Condition Zoning (LD-CZ). This would allow for a single family development of up to 3 units per acre.

Estimated submittal date: May 02, 2022

MEETING INFORMATION:

Property Owner(s) name(s): Joseph Iannone Jr

Applicant(s): JVI Building & Development

Contact information (email/phone): patrick@jonescossen.com/919-387-1174

Meeting Address: Zoom meeting - See enclosed details

Date/Time of meeting***: April 27, 2022 5:30 PM

Welcome: 5:30 PM Project Presentation: 5:35 PM Question & Answer: 6:00 PM

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

Zoom Meeting Details – Hatcher Property

When: **April 27, 2022 05:30 PM Eastern Time (US and Canada)**

[Register](#) in advance for this meeting:

Zoom.com

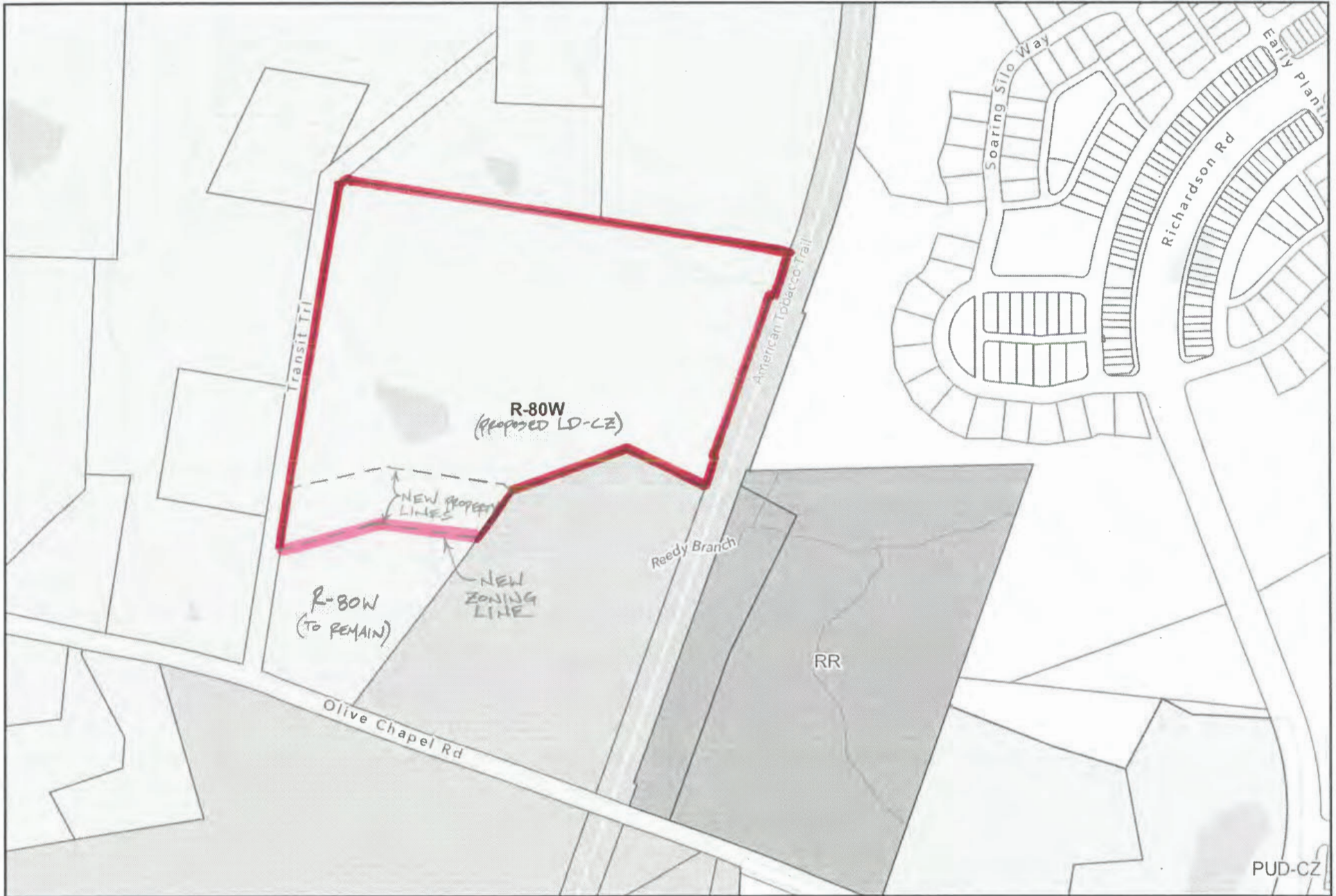
Meeting ID: 865 9608 0758

Passcode: F079da

The Meeting Registration form will request your First and Last Name, Email address and Address to help us with attendance at the meeting.

After registering, you will receive a confirmation email containing information about joining the meeting. A dial-in phone option will be provided in the confirmation email.

If there are any questions regarding the upcoming meeting or you experience any issues registering for the meeting, please contact our office.



N

0 200 400 800 ft

1 inch equals 400 feet

Disclaimer

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

PROJECT CONTACT INFORMATION

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

Development Contacts:

Project Name: Hatcher Property Zoning: LD-CZ

Location: 3100 Olive Chapel Rd

Property PIN(s): 0712-91-8593 Acreage/Square Feet: 26.5 ac.

Property Owner: Joseph Iannone Jr

Address: 2509 Southwinds Run

City: Apex State: NC Zip: 27502

Phone: 919-387-8846 Email: joey@jviconstruction.com

Developer: JVI Building & Development, Inc

Address: 1600 Olive Chapel Rd, Suite 400

City: Apex State: NC Zip: 27502

Phone: 919-387-8846 Fax: _____ Email: joey@jviconstruction.com

Engineer: Jones & Crossen Engineering, PLLC - Patrick Kiernan

Address: PO Box 1062

City: Apex State: NC Zip: 27502

Phone: 919-387-1174 Fax: _____ Email: patrick@jonescrossen.com

Builder (if known): _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

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

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

Providing Input to Town Council:

Each Town Council meeting agenda includes a Public Forum time when anyone is permitted to speak for three (3) minutes on any topic with the exception of items listed as Public Hearings for that meeting. The Town Council meets on the 2nd and 4th Tuesdays of each month at 6:00 p.m. (except for holidays, see schedule of meetings at <http://www.apexnc.org/838/Agendas-Minutes>). You may also contact Town Council by e-mail at AllCouncil@apexnc.org.

Private Agreements and Easement Negotiation:

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

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

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

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

Documentation:

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

COMMON CONSTRUCTION ISSUES & WHO TO CALL

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

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

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

Construction Traffic: James Misciagno 919-372-7470

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

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

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

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

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

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

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

Dirt on Properties or in Streams: James Misciagno 919-372-7470 Danny Smith Danny.Smith@ncdenr.gov

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

Dust: James Misciagno 919-372-7470

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

Trash: James Misciagno 919-372-7470

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

Temporary Sediment Basins: James Misciagno 919-372-7470

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

Stormwater Control Measures: Jessica Bolin 919-249-3537

Post-construction concerns related to Stormwater Control Measures (typically a stormwater pond) such as conversion and long-term maintenance should be reported to Jessica Bolin at 919-249-3537.

Electric Utility Installation: Rodney Smith 919-249-3342

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

SITE ADDRESS	PIN NUM	OWNER	MAILING ADDRESS
2916 OLIVE CHAPEL RD	0722101607	APEX TOWN OF	PO BOX 250
1801 TRANSIT TRL	0722022516	CLEMENT, JOHN M JR CLEMENT, JUDY S	1801 TRANSIT TRL
3124 OLIVE CHAPEL RD	0712920463	CLEMENT, MARTHA S	3200 OLIVE CHAPEL RD
1812 TRANSIT TRL	0712924321	CLEMENT, MARTHA SMITH	3200 OLIVE CHAPEL RD
3100 OLIVE CHAPEL RD	0712918593	IANNONE, JOSEPH V JR	2509 SOUTHWINDS RUN
0 US 64 HWY W	0711986221	NC DEPARTMENT OF TRANSPORTATION	PO BOX 25201
2948 OLIVE CHAPEL RD	0722006782	NORTH CAROLINA STATE OF	STATE PROPERTY OFFICE
0 RICHARDSON RD	0722118310	SMITH FARM OF APEX HOMEOWNERS ASSOCIATION INC	ELITE MANAGEMENT
3129 OLIVE CHAPEL RD	0712809339	THORNTON, ANNE HARRIS	3129 OLIVE CHAPEL RD
1101 NEW HILL OLIVE CHAPEL RD	0711787015	UNITED STATES OF AMERICA	310 NEW BERN AVE
1904 TRANSIT TRL	0712912403	WINGLER, REBECCA C WINGLER, BRIAN C	1904 TRANSIT TRL
		Current Tenant	3020 Olive Chapel RD
		Current Tenant	3100 Olive Chapel RD
			APEX NC 27502-0250
			APEX NC 27502-8506
			APEX NC 27502-6785
			APEX NC 27502-6785
			APEX NC 27502-6512
			RALEIGH NC 27611-5201
			1321 MAIL SERVICE CTR
			4112 BLUE RIDGE RD STE 100
			APEX NC 27502-5710
			RALEIGH NC 27601-1441
			APEX NC 27502-8505
			APEX NC 27502
			APEX NC 27502
			RALEIGH NC 27699-1321
			RALEIGH NC 27612-4652

NEIGHBORHOOD MEETING SIGN-IN SHEET

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

Meeting Address: Zoom
 Date of meeting: April 27, 2022 Time of meeting: 5:30 pm
 Property Owner(s) name(s): Joseph Iannone Jr
 Applicant(s): JVI Building & Development

Please print your name below, state your address and/or affiliation with a neighborhood group, and provide your phone number and email address. Providing your name below does not represent support or opposition to the project; it is for documentation purposes only. For virtual meetings, applicants must include all known participants and request the information below.

	NAME/ORGANIZATION	ADDRESS	PHONE #	EMAIL	SEND PLANS & UPDATES
1.	Kip Clement	1801 Transit Trail			Yes
2.	Brian & Rebecca Wingler	1904 Transit Trail			Yes
3.	William Clement	Bristol, TN			Yes
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					

Use additional sheets, if necessary.

SUMMARY OF DISCUSSION FROM THE NEIGHBORHOOD MEETING

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

Property Owner(s) name(s): Joseph Iannone Jr

Applicant(s): JVI Building & Development

Contact information (email/phone): patrick@jonescossen.com/919-387-1174

Meeting Address: Zoom

Date of meeting: April 27, 2022

Time of meeting: 5:30 pm

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

Question/Concern #1:

If Transit Trail becomes a paved street with sidewalks, will they (the adjacent property owners) be responsible for the cost of maintaining the sidewalk and grass shoulder?

Applicant's Response:

Transit Trail would become a Town of Apex maintained street, and since the sidewalks on both sides of the road would fall inside the public R/W, all maintenance would be handled by the Town.

Question/Concern #2:

While Transit Trail is under construction to become a paved street, how would the properties along Transit Trail access their driveways?

Applicant's Response:

It would be the developer's responsibility to ensure that access to each of the properties along Transit Trail is provided and maintained throughout the construction process. A separate access drive would be installed and utilized until Transit Trail is recorded as TOA R/W and made open to the public.

Question/Concern #3:

Is there any way that construction of Transit Trail and the subdivision could be limited to Monday - Saturday so that they can have reprieve from the noise on Sundays?

Applicant's Response:

I can discuss this with my client, and if he is willing to agree, it could potentially be added as a zoning condition.

Question/Concern #4:

Could the Town of Apex ever force construction of Transit Trail across the undeveloped parcels to the north in order to make the connection to the recently approved Legacy PUD?

Applicant's Response:

While it is beyond the scope of this project, the dedication of Public R/W cannot happen without negotiations having occurred with the property owners in question.

AFFIDAVIT OF CONDUCTING A NEIGHBORHOOD MEETING, SIGN-IN SHEET AND ISSUES/RESPONSES SUBMITTAL

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

I, Patrick Kiernan, do hereby declare as follows:
Print Name

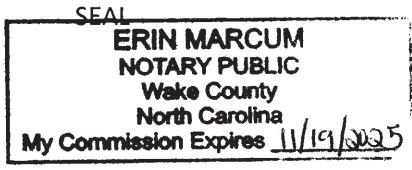
1. I have conducted a Neighborhood Meeting for the proposed Rezoning, Major Site Plan, Residential Master Subdivision Plan, or Special Use Permit in accordance with UDO Sec. 2.2.7 *Neighborhood Meeting*.
2. The meeting invitations were mailed to the Apex Department of Planning and Community Development, all property owners and tenants abutting and within 300 feet of the subject property and any neighborhood association that represents citizens in the notification area via first class mail a minimum of 14 days in advance of the Neighborhood Meeting.
3. The meeting was conducted at Zoom (location/address) on April 27, 2022 (date) from 5:30 pm (start time) to 7:30 pm (end time).
4. I have included the mailing list, meeting invitation, sign-in sheet, issue/response summary, and zoning map/reduced plans with the application.
5. I have prepared these materials in good faith and to the best of my ability.

4/28/22
Date

By: *Patrick Kiernan*

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Erin Marcum, a Notary Public for the above State and County, on this the 28th day of April, 2022.



Erin Marcum
Notary Public
Erin Marcum
Print Name

My Commission Expires: November 19, 2025

NOTICE OF NEIGHBORHOOD MEETING

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

November 18, 2022

Date

Dear Neighbor:

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

0 Olive Chapel Rd

0722-01-1663

3100 Olive Chapel Rd

0712-91-5079 (partial)

Address(es)

PIN(s)

in accordance with the Town of Apex Neighborhood Meeting procedures. This meeting is intended to be a way for the applicant to discuss the project and review the proposed plans with adjacent neighbors and neighborhood organizations before the submittal of an application to the Town. This provides neighbors an opportunity to raise questions and discuss any concerns about the impacts of the project before it is officially submitted. If you are unable to attend, please refer to the Project Contact Information page for ways to contact the applicant. Notified neighbors may request that the applicant provide updates and send plans via email or mail. Once an application has been submitted to the Town, it may be tracked using the [Interactive Development Map](#) or the [Apex Development Report](#) located on the Town of Apex website at <http://www.apexnc.org/180>.

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

Application Type		Approving Authority
<input checked="" type="checkbox"/>	Rezoning (including Planned Unit Development)	Town Council
<input type="checkbox"/>	Major Site Plan	Technical Review Committee (staff)
<input type="checkbox"/>	Minor Site Plan for the uses "Day care facility", "Government service", "School, public or private", "Restaurant, drive-through", or "Convenience store with gas sales"	Technical Review Committee (staff)
<input type="checkbox"/>	Special Use Permit	Board of Adjustment (QJPH*)
<input type="checkbox"/>	Residential Master Subdivision Plan (excludes exempt subdivisions)	Technical Review Committee (staff)

*Quasi-Judicial Public Hearing: The Board of Adjustment cannot discuss the project prior to the public hearing.

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

See attached.

Estimated submittal date: submitted May 02, 2022

MEETING INFORMATION:

Property Owner(s) name(s): Joseph Iannone Jr

Applicant(s): JVI Building & Development, Inc.

Contact information (email/phone): patrick@jonescossen.com/919-387-1174

Meeting Address: Zoom meeting - see enclosed details

Date/Time of meeting***: December 05, 2022 6:00-8:00 pm

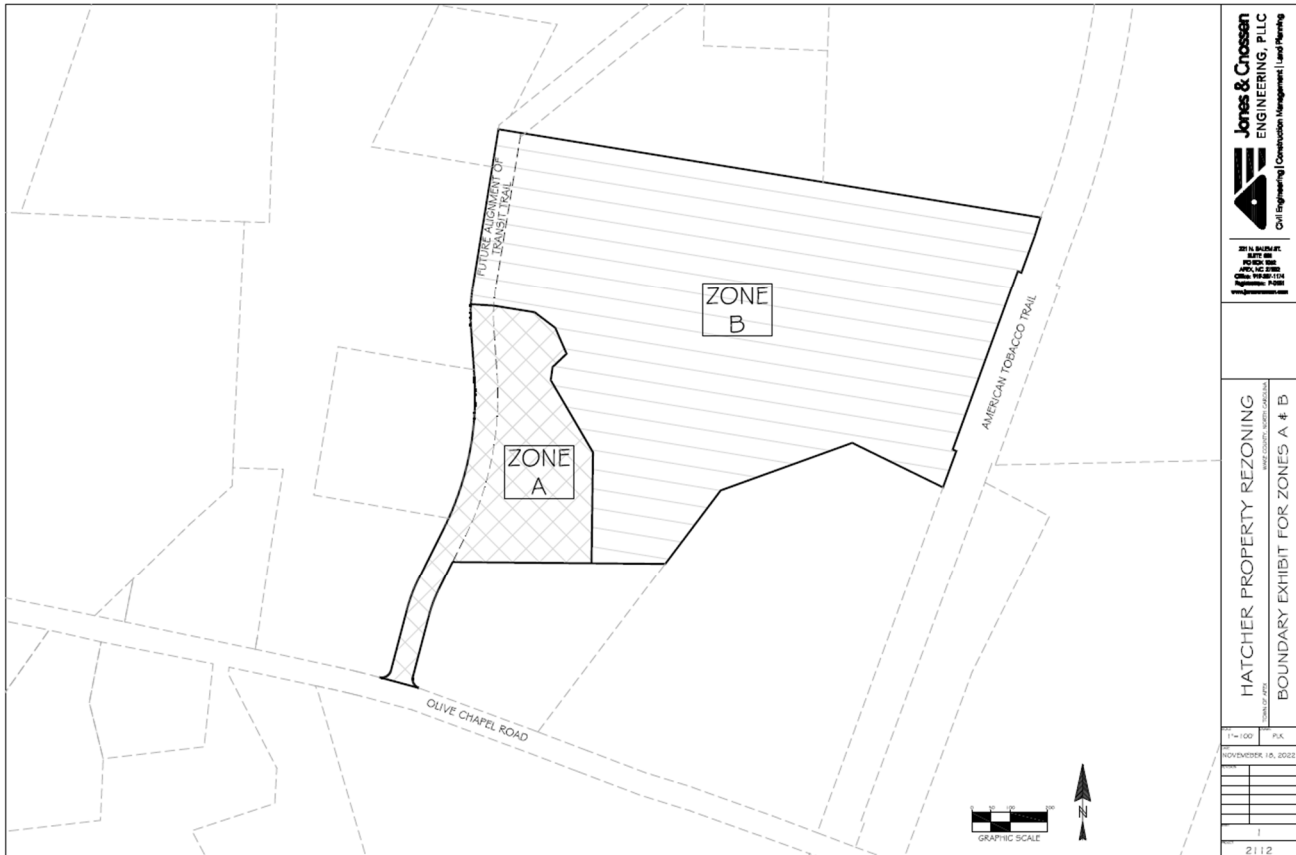
Welcome: 6:00 pm Project Presentation: 6:05 pm Question & Answer: 6:30 pm

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

Meeting Description

This is a follow-up meeting to the one originally held on 4/27/22, regarding the Hatcher Property rezoning. A second neighborhood meeting is required because the total acreage of the rezoning has changed. The only reason for the change in acreage is due to the meandering re-alignment of future Transit Trail, which has been modified since April.

Another update to the original submission is the separation of two "zones" within this petition. These two zones are both still proposed as Rural Residential (RR), however, they will each have independent zoning conditions from one another. An exhibit is shown below to highlight these two zoning boundaries.



Zoom Meeting Details – Hatcher Property Rezoning

When: December 05, 2022 06:00 PM Eastern Time (US and Canada)

Register using the QR code:

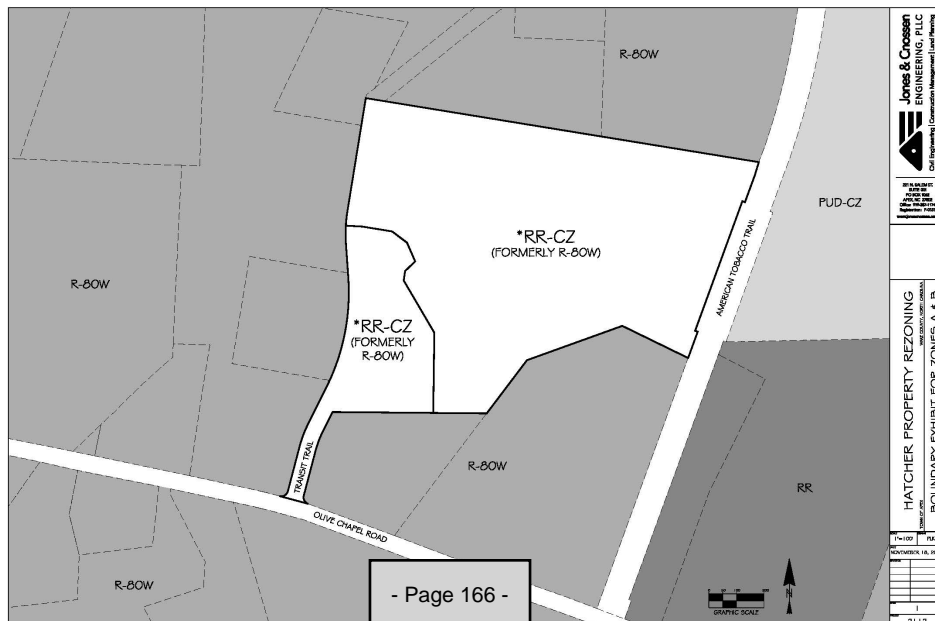


Or go to: www.zoom.com. Click on “JOIN”. Enter the Meeting ID: 869 7312 1835 and then the Passcode: HATCHER22.

Provide your First & Last Name, Email address and Street address. This will help with attendance at the meeting and register you for the meeting. You will then receive an email confirmation with a link to join the meeting on December 5th.

Or to join the meeting by phone: dial (305) 224-1968 or (309) 205-3325 and enter the Meeting ID 869 7312 1835 and the Passcode 782253949. If there are any questions regarding the upcoming meeting or you experience any issues registering for the meeting, please contact our office for assistance.

Vicinity Exhibit



PROJECT CONTACT INFORMATION

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

Development Contacts:

Project Name: Hatcher Property Zoning: LD-CZ

Location: 0 Olive Chapel Rd; 3100 Olive Chapel Rd

Property PIN(s): 0722-01-1663; 0712-91-5079 (partial) Acreage/Square Feet: 28.34

Property Owner: Joseph Iannone Jr.

Address: 2509 Southwinds Run

City: Apex State: NC Zip: 27502

Phone: 919-387-8846 Email: joey@jviconstruction.com

Developer: JVI Building & Development, Inc

Address: 1600 Olive Chapel Rd, Suite 400

City: Apex State: NC Zip: 27502

Phone: 919-387-8846 Fax: _____ Email: joey@jviconstruction.com

Engineer: Jones & Crossen Engineering, PLLC - Patrick Kiernan

Address: PO Box 1062

City: Apex State: NC Zip: 27502

Phone: 919-387-1174 Fax: _____ Email: patrick@jonescrossen.com

Builder (if known): _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

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

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

Providing Input to Town Council:

Each Town Council meeting agenda includes a Public Forum time when anyone is permitted to speak for three (3) minutes on any topic with the exception of items listed as Public Hearings for that meeting. The Town Council meets on the 2nd and 4th Tuesdays of each month at 6:00 p.m. (except for holidays, see schedule of meetings at <http://www.apexnc.org/838/Agendas-Minutes>). You may also contact Town Council by e-mail at AllCouncil@apexnc.org.

Private Agreements and Easement Negotiation:

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

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

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

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

Documentation:

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

COMMON CONSTRUCTION ISSUES & WHO TO CALL

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

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

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

Construction Traffic: James Misciagno 919-372-7470

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

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

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

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

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

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

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

Dirt on Properties or in Streams: James Misciagno 919-372-7470 Danny Smith Danny.Smith@ncdenr.gov

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

Dust: James Misciagno 919-372-7470

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

Trash: James Misciagno 919-372-7470

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

Temporary Sediment Basins: James Misciagno 919-372-7470

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

Stormwater Control Measures: Jessica Bolin 919-249-3537

Post-construction concerns related to Stormwater Control Measures (typically a stormwater pond) such as conversion and long-term maintenance should be reported to Jessica Bolin at 919-249-3537.

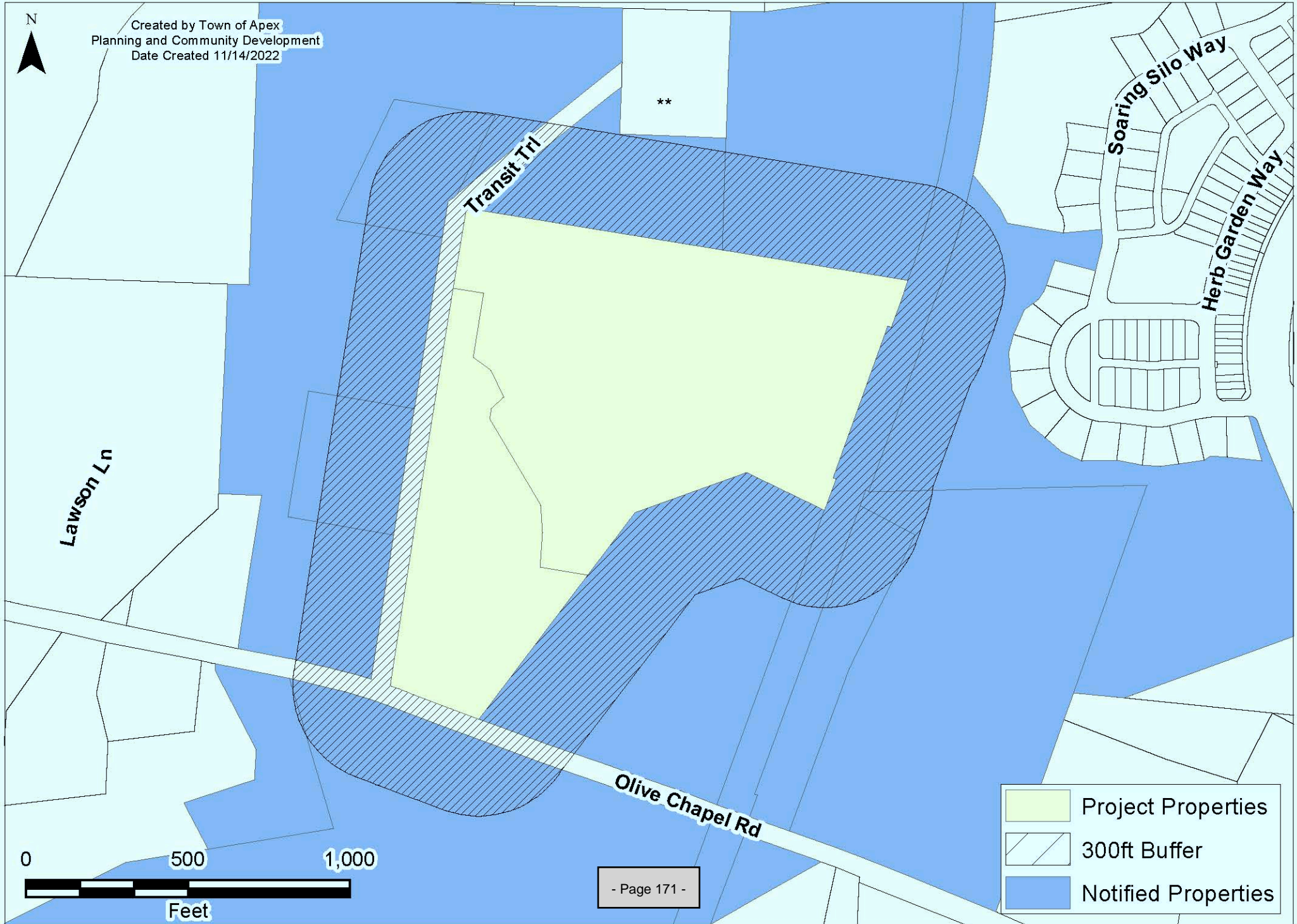
Electric Utility Installation: Rodney Smith 919-249-3342

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

SITE ADDRESS	PIN NUM	OWNER	MAILING ADDRESS
2916 OLIVE CHAPEL RD	0722101607	APEX TOWN OF	PO BOX 250
3124 OLIVE CHAPEL RD	0712920463	CLEMENT, MARTHA S	3200 OLIVE CHAPEL RD
1812 TRANSIT TRL	0712924321	CLEMENT, MARTHA SMITH	3200 OLIVE CHAPEL RD
0 OLIVE CHAPEL RD	0722011663	IANNONE, JOSEPH V JR	2509 SOUTHWINDS RUN
0 US 64 HWY W	0711986221	NC DEPARTMENT OF TRANSPORTATION	PO BOX 25201
2948 OLIVE CHAPEL RD	0722006782	NORTH CAROLINA STATE OF	STATE PROPERTY OFFICE
0 RICHARDSON RD	0722118310	SMITH FARM OF APEX HOMEOWNERS ASSOCIATION INC	ELITE MANAGEMENT
3129 OLIVE CHAPEL RD	0712809339	THORNTON, ANNE HARRIS	3129 OLIVE CHAPEL RD
1101 NEW HILL OLIVE CHAPEL RD	0711787015	UNITED STATES OF AMERICA	310 NEW BERN AVE
1904 TRANSIT TRL	0712912403	WINGLER, REBECCA C WINGLER, BRIAN C	1904 TRANSIT TRL
		Current Tenant	3020 Olive Chapel RD
		Current Tenant	3100 Olive Chapel RD
			APEX NC 27502-0250
			APEX NC 27502-6785
			APEX NC 27502-6785
			APEX NC 27502-6512
			RALEIGH NC 27611-5201
			1321 MAIL SERVICE CTR
			4112 BLUE RIDGE RD STE 100
			APEX NC 27502-5710
			RALEIGH NC 27601-1441
			APEX NC 27502-8505
			APEX NC 27502
			APEX NC 27502
			RALEIGH NC 27699-1321
			RALEIGH NC 27612-4652

Created by Town of Apex Community and Development
 Date Created: 11/14/2022

Notified Properties Within 300ft of Project Properties



** Additional property included for Neighborhood Meeting

NEIGHBORHOOD MEETING SIGN-IN SHEET

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

Meeting Address: Zoom

Date of meeting: December 05, 2022 Time of meeting: 6:00 - 8:00 pm

Property Owner(s) name(s): Joesph Iannone Jr

Applicant(s): JVI Building & Development, Inc.

Please print your name below, state your address and/or affiliation with a neighborhood group, and provide your phone number and email address. Providing your name below does not represent support or opposition to the project; it is for documentation purposes only. For virtual meetings, applicants must include all known participants and request the information below.

	NAME/ORGANIZATION	ADDRESS	PHONE #	EMAIL	SEND PLANS & UPDATES
1.	Patrick Krennan Jones & Chissey Engineering	221 N. Salem St., Suite 001			
2.	KIP CLEMENT	1801 TRANSIT TRAIL			✓
3.	BRIAN & REBECCA WINGGER	1904 TRANSIT TRAIL			✓
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					

Use additional sheets, if necessary.

SUMMARY OF DISCUSSION FROM THE NEIGHBORHOOD MEETING

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

Property Owner(s) name(s): Joseph Iannone Jr

Applicant(s): JVI Building & Development, Inc.

Contact information (email/phone): patrick@jonescrossen.com/919-387-1174

Meeting Address: Zoom

Date of meeting: December 05, 2022 Time of meeting: 6:00 pm - 8:00 pm

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

Question/Concern #1:

See attached.

Applicant's Response:

Question/Concern #2:

Applicant's Response:

Question/Concern #3:

Applicant's Response:

Question/Concern #4:

Applicant's Response:

Neighborhood Meeting – Summary of Discussion

Question/Concern #1: What will happen first, construction of homes or construction of Transit Trail?

When can we expect to see survey stakes in the ground so we can visualize where the road will actually be? When can we expect the project to begin?

Applicant's Response: I think that it is most likely that Transit Trail will be built first, but I do not have 100% certainty. Depending on utility availability, I do not know if it would be possible to get building permits for the large estate lots before Transit Trail is built as a public street, but if the building permits can in fact be acquired, then it could be possible to see home construction prior to Transit Trail. Typically you don't see survey stakes in the ground until plans are approved and construction has begun, but in this case, I think it is likely that the Transit Trail alignment will be staked out during the design process. I do not know exactly when that will be, nor do I know when construction will begin. I do know that the developer is anxious to begin, so if the rezoning is approved, then I would think road construction (if that does in fact come first) would break ground around late Spring/early Summer.

Question/Concern #2: Can you confirm the condition regarding the temporary access drive being provided during construction? There has already been damage to the existing Transit Trail gravel due to large trucks coming in and out.

Applicant's Response: Yes, I can confirm that condition is part of the rezoning petition. I will pass along your concerns about the condition of Transit Trail to the developer.

Question/Concern #3: Can you confirm the conditions restricting construction from occurring on Sundays, as well as after 7pm?

Applicant's Response: I can confirm that there is a condition restricting any construction from occurring on Sundays. I must apologize, as I do not recall "no construction after 7pm" being brought up in the initial meeting. I will have to look into this to see if it is possible.

Question/Concern #4: Have you confirmed that Duke will be able to relocate the power poles that will be in the way once Transit Trail is realigned and built as a public street? Is there a chance they bury the lines and run it underground if they have to move it anyway? If the Town of Apex installs electric utilities within Transit Trail to serve the future subdivisions, would we be forced to tap into Town of Apex electric? Our preference would be to stay on Duke electric.

Applicant's Response: We have not had any conversations with Duke yet regarding pole relocation, however it is a common occurrence with new construction, road widenings, etc. If the project is granted this rezoning, then much more design due diligence will begin. I cannot speak for Duke, but I would not anticipate them burying the lines for that short stretch along Olive Chapel Road, unless it were apart of a bigger project to provide underground electric in that area. Since it is overhead east and west of Transit Trail, I would assume they would prefer to stay overhead across the new intersection of Transit Trail. Regarding your own electric services, Apex would not force you to join into their grid just because it would be available within Transit Trail. You would be able to stay in Duke's services if that is your preference.

Question/Concern #5: Can you talk about addressing? Would the new large lots in Zone A have a Transit Trail address? Would we retain our same address? How would the new subdivision to the north be served by USPS? Is there any chance that we would be able to have new mailboxes on Transit Trail so that we don't have to walk all the way out to Olive Chapel Road, as well as cross the street, just to get our mail?

Applicant's Response: The new large lots that would be part of Zone A would have frontage on Transit Trail, and since it would become a public street, their addressing would be off Transit. For the future subdivision to the north, USPS no longer approves individual mailboxes for new subdivisions, but rather a community mail kiosk area. I do not think the large lots in Zone A will be held to that new rule since it is just two lots, but I am not certain. For the same reason, I think that it is a fair question to see if your mailboxes could be moved to the frontage of your property along Transit. Once Transit Trail is built and your new driveways are installed, that would probably be the time to look into getting your mailboxes moved.

AFFIDAVIT OF CONDUCTING A NEIGHBORHOOD MEETING, SIGN-IN SHEET AND ISSUES/RESPONSES SUBMITTAL

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

I, Patrick L. Kiernan, do hereby declare as follows:
Print Name

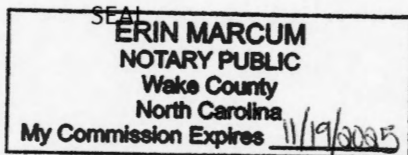
1. I have conducted a Neighborhood Meeting for the proposed Rezoning, Major Site Plan, Minor Site Plan, Residential Master Subdivision Plan, or Special Use Permit in accordance with UDO Sec. 2.2.7.B *Neighborhood Meeting*.
2. The meeting invitations were mailed to the Apex Planning Department, all property owners and tenants abutting and within 300 feet of the subject property and any neighborhood association that represents citizens in the notification area via first class mail a minimum of 14 days in advance of the Neighborhood Meeting.
3. The meeting was conducted at Zoom (location/address) on December 05, 2022 (date) from 6:00 pm (start time) to 8:00 pm (end time).
4. I have included the mailing list, meeting invitation, sign-in sheet, issue/response summary, and zoning map/reduced plans with the application.
5. I have prepared these materials in good faith and to the best of my ability.

12/6/22
Date

By: Patrick L. Kiernan

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Erin Marcum, a Notary Public for the above State and County, on this the 6th day of December, 2022.



Erin Marcum
Notary Public
Erin Marcum
Print Name

My Commission Expires: November 19, 2025

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: December 13, 2022

Item Details

Presenter(s): Shelly Mayo, Planner II

Department(s): Planning

Requested Motion

Motion to set the Public Hearing for the January 10, 2023 Town Council meeting regarding Rezoning Application #22CZ17 The Townes at the Station PUD and Ordinance. The applicant, Charm City Developers, LLC, seeks to rezone approximately 16.39 acres from Wake County Residential-40 District (R-40W) to Planned Unit Development-Conditional Zoning (PUD-CZ). The proposed rezoning is located at 0 Richardson Road; 0 & 3261 Olive Farm Road.

Approval Recommended?

The Planning Department recommends approval.

Item Details

The properties to be rezoned are identified as PINs 072042078, 0720484654 (portion of), 0720389121 (portion of).

Attachments

- Vicinity Map
- Application



Rezoning #22CZ17

Friendship Station PUD

Apex Friendship Elementary

Friendship Station

Kettle Falls Sta

Richardson Rd

Grants Pass Sta

McKenzie Ridge Ln

Cannon Beach Sta

Olive Farm Rd

Fairfield Rd

Horton Ridge Blvd



PLANNED UNIT DEVELOPMENT APPLICATION

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

Application #: 22CZ17 Submittal Date: 7/29/2022
Fee Paid: \$ _____ Check #: _____

PETITION TO AMEND THE OFFICIAL ZONING DISTRICT MAP

Project Name: The Townes at the Station - PUD
Address(es): 0 Richardson Rd, 0 Olive Farm Rd, 3261 Olive Farm Rd
PIN(s) 0720-49-2078, 0720-48-4654 (partial), 0720-38-9121 (partial)
Acreage: 16.39
Current Zoning: R-40W Proposed Zoning: PUD-CZ
Current 2045 LUM Designation: Medium Density Residential
Is the proposed rezoning consistent with the 2045 LUM Classification(s)? Yes No

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

Area classified as mixed use: Acreage: _____
Area proposed as non-residential development: Acreage: _____
Percent of mixed use area proposed as non-residential: Percent: _____

Applicant Information

Name: Charm City Developers, LLC
Address: 4201 Taylor Hall Place
City: Chapel Hill State: NC Zip: 27517
Phone: (919) 703-6203 E-mail: andrew.ross@floyddevelopment.com

Owner Information

Name: See attached list
Address: _____
City: _____ State: _____ Zip: _____
Phone: (919) 703-6203 E-mail: andrew.ross@floyddevelopment.com

Agent Information

Name: Jones & Cossen Engineering, PLLC - Patrick Kiernan
Address: 221 N. Salem St., Suite 001
City: Apex State: NC Zip: 27502
Phone: (919) 387-1174 E-mail: patrick@jonescossen.com

Other contacts: _____

22CZ17

7/29/2022

SITE ADDRESS	PIN NUM	OWNER	MAILING ADDRESS	
0 RICHARDSON RD	0720492078	3 BOYS CAPITAL LLC /BY COMR CHATHAM CAPITAL GROUP LLC /BY COMR	1018 N WELLSBURG PL	APEX NC 27502-7127
0 OLIVE FARM RD	0720484654	3 BOYS CAPITAL LLC MUSIC ROW INVESTMENTS LLC	513 CAROLINA OAKS AVE	SMITHFIELD NC 27577-8717
3261 OLIVE FARM RD	0720389121	MAYBERRY INVESTMENTS LLC	1122 OBERLIN RD	RALEIGH NC 27605-1275

PLANNED UNIT DEVELOPMENT APPLICATION

Application #: 22CZ17

Submittal Date: 7/29/2022

PLANNED UNIT DEVELOPMENT DISTRICT STANDARDS:

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

LEGISLATIVE CONSIDERATIONS - CONDITIONAL ZONING

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

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

The 2045 Land Use Map designates this area for medium density residential, which is not to exceed a density of 6 dwelling units per acre. The proposed project is for a townhome residential community with a density of 5.5 du/ac. Therefore, the proposed rezoning is consistent with the 2045 Land Use Map.

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

The surrounding area has been approved for, and is being built as, residential communities. The Friendship Station PUD that is directly north and directly west of this PUD is planned with similar densities as what is being proposed. The proposed rezoning is compatible with the existing land use pattern for the area.

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

The proposed rezoning establishes development standards for the new community as part of the zoning through the requested PUD district. The standards set forth in the proposed PUD are similar to those established for the adjacent Friendship Station PUD.

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

The proposed rezoning is meant to facilitate the development of a community which will be very compatible to the adjacent Friendship Station PUD. Nevertheless this PUD still proposes perimeter landscape buffers to provide a break between projects, as well as a 30' streetscape buffer along Richardson Road

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

This PUD proposes an additional 5% of resource conservation area compared to normal UDO requirements for a PUD. This PUD also proposes to analyze the 25-year storm for pre vs. post development runoff flows, an upgrade from the state requirement for the 10-year storm.

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

Because of the surrounding developments, public infrastructure is readily available and was designed with an assumption of future development within this PUD area. This PUD proposes a greenway connection to the Friendship Station PUD to the north, which will complete a greenway connection from Richardson Road to Apex Friendship Elementary.

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

The proposed development will add more housing to Apex in an area already planned for growth. Because of it's relative location to the surrounding developments, it should not have an adverse affect on the welfare of the surroundings. The proposed transportation network provides more interconnectivity and another egress option for the neighbors to the north.

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

The only adjacent properties that are not currently undergoing development are the parcels to the east and to the south. To the south is a NC Conservation Easement, which will be completely avoided and protected with this PUD. The residential property to the east is currently vacant and is slated for the same land use as is provided with this PUD.

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

The project is surrounded by other developments which are much larger than what is proposed. Moreover, the surrounding developments also will be residential in nature and of a similar density/intensity. As a result, the proposed project is consistent with uses on adjacent properties and is neither a nuisance or a hazard.

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

The proposed rezoning establishes development standards for the new community as part of the zoning through the requested PUD district. The standards set forth in the proposed PUD are similar to those established for the adjacent Friendship Station PUD. Where the PUD doesn't state otherwise, UDO provisions shall apply.

DEVELOPMENT NAME APPROVAL APPLICATION

Application #: 22CZ17

Submittal Date: 7/29/2022

Fee for Initial Submittal: No Charge

Fee for Name Change after Approval: \$500*

Purpose

To provide a consistent and clearly stated procedure for the naming of subdivisions and/or developments and entrance roadways (in conjunction with *Town of Apex Address Policy*) so as to allow developers to define and associate the theme or aesthetics of their project(s) while maintaining the Town's commitment to preserving the quality of life and safety for all residents of Apex proper and extraterritorial jurisdiction.

Guidelines

- ✓ The subdivision/development name shall not duplicate, resemble, or present confusion with an existing subdivision/development within Apex corporate limits or extraterritorial jurisdiction except for the extension of an existing subdivision/development of similar or same name that shares a continuous roadway.
- ✓ The subdivision/development name shall not resemble an existing street name within Apex corporate limits or extraterritorial jurisdiction unless the roadway is a part of the subdivision/development or provides access to the main entrance.
- ✓ The entrance roadway of a proposed subdivision/development shall contain the name of the subdivision/development where this name does not conflict with the Town of Apex *Road Name Approval Application* and *Town of Apex Address Policy* guidelines.
- ✓ The name "Apex" shall be excluded from any new subdivision/development name.
- ✓ Descriptive words that are commonly used by existing developments will be scrutinized more seriously in order to limit confusion and encourage distinctiveness. A list of commonly used descriptive words in Apex's jurisdiction is found below.
- ✓ The proposed subdivision/development name must be requested, reviewed and approved during preliminary review by the Town.
- ✓ A \$500.00 fee will be assessed to the developer if a subdivision/development name change is requested after official submittal of the project to the Town.*

*The imposed fee offsets the cost of administrative changes required to alleviate any confusion for the applicant, Planning staff, other Town departments, decision-making bodies, concerned utility companies and other interested parties. There is no charge for the initial name submittal.

Existing Development Titles, Recurring

	Residential	Non-Residential
10 or more	Creek, Farm(s), Village(s),	Center/Centre
6 to 9	Crossing(s), Park, Ridge, Wood(s)	Commons, Park
3 to 5	Acres, Estates, Glen(s), Green*, Hills	Crossing(s), Plaza, Station, Village(s)

*excludes names with Green Level

DEVELOPMENT NAME APPROVAL APPLICATION

Application #: 22CZ17 Submittal Date: 7/29/2022

Proposed Subdivision/Development Information

Description of location: 0 Richardson Rd, 0 Olive Farm Rd, 3261 Olive Farm Rd
Nearest intersecting roads: Richardson Rd & Humie Olive Rd
Wake County PIN(s): 0720-49-2078, 0720-48-4654 (partial), 0720-38-9121 (partial)
Township: Buckhorn

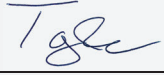
Contact Information (as appropriate)

Contact person: Jones & Crossen Engineering, PLLC - Patrick Kiernan
Phone number: 919-387-1174 Fax number: 919-387-3375
Address: 221 N. Salem St., Suite 001, Apex NC 27502
E-mail address: patrick@jonescrossen.com
Owner: See attached list
Phone number: _____ Fax number: _____
Address: _____
E-mail address: _____

Proposed Subdivision/Development Name

1st Choice: The Townes at the Station
2nd Choice (Optional): _____

Town of Apex Staff Approval:

 10/20/2022
Town of Apex Planning Department Staff Date

22CZ17

7/29/2022

SITE ADDRESS	PIN NUM	OWNER	MAILING ADDRESS	
0 RICHARDSON RD	0720492078	3 BOYS CAPITAL LLC /BY COMR CHATHAM CAPITAL GROUP LLC /BY COMR	1018 N WELLSBURG PL	APEX NC 27502-7127
0 OLIVE FARM RD	0720484654	3 BOYS CAPITAL LLC MUSIC ROW INVESTMENTS LLC	513 CAROLINA OAKS AVE	SMITHFIELD NC 27577-8717
3261 OLIVE FARM RD	0720389121	MAYBERRY INVESTMENTS LLC	1122 OBERLIN RD	RALEIGH NC 27605-1275

TOWN OF APEX UTILITIES OFFER AND AGREEMENT

Application #: 22CZ17

Submittal Date: 7/29/2022

Town of Apex
73 Hunter Street
P.O. Box 250 Apex, NC 27502
919-249-3400

WAKE COUNTY, NORTH CAROLINA CUSTOMER SELECTION AGREEMENT

Richardson Rd, Olive Farm Rd (partial)
3261 Olive Farm Rd (partial)
(the "Premises")

The Town of Apex offers to provide you with electric utilities on the terms described in this Offer & Agreement. If you accept the Town's offer, please fill in the blanks on this form and sign and we will have an Agreement once signed by the Town.

Charm City Developers, LLC the undersigned customer ("Customer") hereby irrevocably chooses and selects the Town of Apex (the "Town") as the permanent electric supplier for the Premises. Permanent service to the Premises will be preceded by temporary service if needed.

The sale, delivery, and use of electric power by Customer at the Premises shall be subject to, and in accordance with, all the terms and conditions of the Town's service regulations, policies, procedures and the Code of Ordinances of the Town.

Customer understands that the Town, based upon this Agreement, will take action and expend funds to provide the requested service. By signing this Agreement the undersigned signifies that he or she has the authority to select the electric service provider, for both permanent and temporary power, for the Premises identified above.

Any additional terms and conditions to this Agreement are attached as Appendix 1. If no appendix is attached this Agreement constitutes the entire agreement of the parties.

Acceptance of this Agreement by the Town constitutes a binding contract to purchase and sell electric power.

Please note that under North Carolina General Statute §160A-332, you may be entitled to choose another electric supplier for the Premises.

Upon acceptance of this Agreement, the Town of Apex Electric Utilities Division will be pleased to provide electric service to the Premises and looks forward to working with you and the owner(s).

ACCEPTED:

CUSTOMER: Charm City Developers, LLC TOWN OF APEX

BY: [Signature]
Authorized Agent

BY: _____
Authorized Agent

DATE: 7/29/22

DATE: _____

Smith & Smith Surveyors, P.A.
P.O. Box 457
Apex, N.C. 27502
(919) 362-7111
Firm License No. C-0155

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

BEGINNING at a point located South 00° 36' 48" East, 392.35 feet from an existing iron stake bearing NAD 83 (2011) coordinate values of North 708,874.64 feet, East 2,024,113.10 feet; thence North 86° 22' 12" West, 99.79 feet to a point; thence North 02° 54' 44" East, 345.62 feet to a point; thence North 86° 57' 05" West, 228.14 feet to a point; thence North 01° 39' 24" West, 49.31 feet to a point; thence North 86° 09' 57" West, 90.07 feet to a point; thence North 17° 28' 12" East, 475.39 feet to a point; thence South 79° 07' 59" East, 1032.02 feet to a point; thence South 01° 12' 13" West, 235.44 feet to a point; thence South 01° 10' 12" East, 320.06 feet to a point; thence South 80° 48' 31" West, 766.52 feet to the BEGINNING, containing 16.3895 total acres more or less.

This description is of that certain parcel described in D.B. 18826, Pg. 1922 (less and except the 513 square foot overlap as shown on B.M. 2003, Pg. 76), a portion of that certain parcel described in D.B. 17262, Pg. 1521, and a portion of that certain parcel described in D.B. 17080, Pg. 1036. This description is also being all of Wake County PIN 0720-49-2078, a portion of Wake County PIN 0720-48-4654, and a portion of Wake County PIN 0720-38-9121.

This description prepared for the sole purpose to annex a municipal boundary and for no other use.

PRELIMINARY

AGENT AUTHORIZATION FORM

Application #: 22CZ17

Submittal Date: 7/29/2022

3 Boys Capital LLC & Chatham Capital Group LLC is the owner* of the property for which the attached application is being submitted:

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

The property address is: 0 Richardson Road

The agent for this project is: Jones & Crossen Engineering, PLLC

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


Agent Name: Patrick Kiernan

Address: 221 N Salem St., Suite 001, Apex NC 27502

Telephone Number: 919-387-1174


E-Mail Address: patrick@jonescrossen.com

Signature(s) of Owner(s)*



 Kristen Styers
 Type or print name

7/14/22
 Date



 Eric V. Brownlee
 Type or print name

7/26/22
 Date

Attach additional sheets if there are additional owners.

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

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

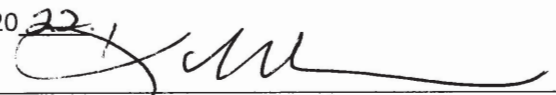
AFFIDAVIT OF OWNERSHIP

Application #: 22CZ17

Submittal Date: 7/29/2022

The undersigned, 3 Boys Capital LLC (the "Affiant") first being duly sworn, hereby swears or affirms as follows:

1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the sole owner, or is the authorized agent of all owners, of the property located at 0 Richardson Rd (0720-49-2078) and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").
2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.
3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated 12/03/21, and recorded in the Wake County Register of Deeds Office on 12/03/21, in Book 018826 Page 01922-01924.
4. If Affiant is the authorized agent of the owner(s) of the Property, Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).
5. If Affiant is the owner of the Property, from the time Affiant was deeded the Property on 12/03/21, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on 12/03/21, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.

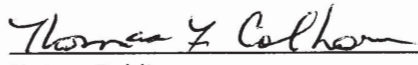
This the 14 day of July, 2022,
 (seal)
Kristen Styers
 Type or print name

STATE OF NORTH CAROLINA
 COUNTY OF Wake

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

THOMAS F. COLHOUN
 NOTARY PUBLIC
 WAKE COUNTY, NC

[NOTARY SEAL]


 Notary Public
 State of North Carolina
 My Commission Expires: 10/25/2025

AFFIDAVIT OF OWNERSHIP

Application #: 22C717

Submittal Date: 7/29/2022

The undersigned, Chatham Capital Group LLC (the "Affiant") first being duly sworn, hereby swears or affirms as follows:

1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the sole owner, or is the authorized agent of all owners, of the property located at 0 Richardson Rd (0720-49-2078) and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").
2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.
3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated 12/03/2021, and recorded in the Wake County Register of Deeds Office on 12/03/2021, in Book 018826 Page 01922-01924.
4. If Affiant is the authorized agent of the owner(s) of the Property, Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).
5. If Affiant is the owner of the Property, from the time Affiant was deeded the Property on 12/03/21, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on 12/03/21, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.

This the 26 day of July, 2022.

Eric V. Brownlee (seal)
Eric V. Brownlee
 Type or print name

STATE OF NORTH CAROLINA
 COUNTY OF Wake

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



Laura G. Ward
 Notary Public
 State of North Carolina
 My Commission Expires: 6/17/2026

AFFIDAVIT OF OWNERSHIP: EXHIBIT A – LEGAL DESCRIPTION

Application #: 22CZ17

Submittal Date: 7/29/2022

Insert legal description below.

Smith & Smith Surveyors, P.A.
P.O. Box 457
Apex, N.C. 27502
(919) 362-7111
Firm License No. C-0155

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

BEGINNING at an existing iron stake bearing NAD 83 (2011) coordinate values of North 708,874.64 feet, East 2,024,113.10 feet; thence North 86° 09' 57" West, 397.83 feet to a point; thence North 17° 28' 12" East, 475.39 feet to a point; thence South 79° 07' 59" East, 1032.02 feet to a point; thence South 01° 12' 13" West, 235.44 feet to a point; thence South 01° 10' 12" East, 97.38 feet to a point; thence North 86° 25' 30" West, 757.80 feet to the BEGINNING, containing 10.0063 total acres more or less.

This description is of that certain parcel described in D.B. 18826, Pg. 1922 (less and except the 513 square foot overlap as shown on B.M. 2003, Pg. 76) and also being Wake County PIN 0720-49-2078.
PRELIMINARY

AGENT AUTHORIZATION FORM

Application #: 22CZ17

Submittal Date: 7/29/2022

3 Boys Capital LLC, Music Row Investments LLC & Cone Avenue LLC is the owner* of the property for which the attached application is being submitted:

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

The property address is: 0 Olive Farm Rd

The agent for this project is: Jones & Crossen Engineering, PLLC

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


Agent Name: Patrick Kiernan

Address: 221 N. Salem St., Suite 001, Apex NC 27502


Telephone Number: 919-387-1174

E-Mail Address: patrick@jonescrossen.com

Signature(s) of Owner(s)*


Kristen Styers
 Type or print name

7/14/22
 Date


Eric V. Brownlee
 Type or print name

7/25/22
 Date

Attach additional sheets if there are additional owners.

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

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


AFFIDAVIT OF OWNERSHIP

Application #: 22CZ17

Submittal Date: 7/29/2022

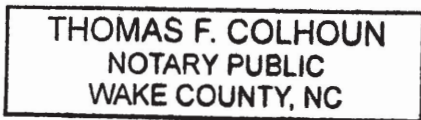
The undersigned, 3 Boys Capital LLC (the "Affiant") first being duly sworn, hereby swears or affirms as follows:

1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the sole owner, or is the authorized agent of all owners, of the property located at 0 Olive Farm Rd (0720-48-4654) and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").
2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.
3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated 10/04/18, and recorded in the Wake County Register of Deeds Office on 10/08/18, in Book 017262 Page 01521-01523.
4. If Affiant is the authorized agent of the owner(s) of the Property, Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).
5. If Affiant is the owner of the Property, from the time Affiant was deeded the Property on 10/04/18, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on 10/04/18, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.

This the 14 day of July, 2022

 _____ (seal)
Kristen Styers
 Type or print name

STATE OF NORTH CAROLINA
 COUNTY OF Wake

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



[NOTARY SEAL]

Thomas F. Colhoun
 Notary Public
 State of North Carolina
 My Commission Expires: 10/25/2025

AFFIDAVIT OF OWNERSHIP

Application #: 22CZ17

Submittal Date: 7/29/2022

The undersigned, Music Row Investments LLC (the "Affiant") first being duly sworn, hereby swears or affirms as follows:

1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the sole owner, or is the authorized agent of all owners, of the property located at 0 Olive Farm Rd (0720-48-4654) and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").
2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.
3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated 10/04/18, and recorded in the Wake County Register of Deeds Office on 10/08/18, in Book 017262 Page 01521-01523.
4. If Affiant is the authorized agent of the owner(s) of the Property, Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).
5. If Affiant is the owner of the Property, from the time Affiant was deeded the Property on 10/04/18, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on 10/04/18, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.

This the 26 day of July, 2022.

Eric V. Brownlee (seal)
Eric V. Brownlee
 Type or print name

STATE OF NORTH CAROLINA
 COUNTY OF Wake

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



Laura G. Ward
 Notary Public
 State of North Carolina
 My Commission Expires: 6/17/2026

AFFIDAVIT OF OWNERSHIP

Application #: 22CZ17

Submittal Date: 7/29/2022

The undersigned, Cone Avenue LLC (the "Affiant") first being duly sworn, hereby swears or affirms as follows:

- Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the sole owner, or is the authorized agent of all owners, of the property located at 0 Olive Farm Rd (0720-48-4654) and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").
- This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.
- If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated 10/04/18, and recorded in the Wake County Register of Deeds Office on 10/08/18, in Book 017262 Page 01521-01523.
- If Affiant is the authorized agent of the owner(s) of the Property, Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).
- If Affiant is the owner of the Property, from the time Affiant was deeded the Property on 10/04/18, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on 10/04/18, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.

This the 26 day of July, 2022.

Eric V. Brownlee (seal)
Eric V. Brownlee
 Type or print name

STATE OF NORTH CAROLINA
 COUNTY OF Wake

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



Laura G. Ward
 Notary Public
 State of North Carolina
 My Commission Expires: 6/17/2026

AFFIDAVIT OF OWNERSHIP: EXHIBIT A – LEGAL DESCRIPTION

Application #: 22CZ17

Submittal Date: 7/29/2022

Insert legal description below.

Smith & Smith Surveyors, P.A.

P.O. Box 457

Apex, N.C. 27502

(919) 362-7111

Firm License No. C-0155

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

BEGINNING at an existing iron stake bearing NAD 83 (2011) coordinate values of North 708,874.64 feet, East 2,024,113.10 feet; thence South 86° 25' 30" East, 757.80 feet to a point; thence South 01° 10' 12" East, 557.17 feet to a point; thence South 89° 07' 04" West, 761.20 feet to a point; thence North 00° 36' 48" West, 616.06 feet to the BEGINNING, containing 10.2126 total acres more or less.

This description is of that certain parcel described in D.B. 17262, Pg. 1521 and also being Wake County PIN 0720-48-4654.

PRELIMINARY

AGENT AUTHORIZATION FORM

Application #: 22CZ17

Submittal Date: 7/29/2022

Mayberry Investments LLC is the owner* of the property for which the attached application is being submitted:

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

The property address is: 3261 Olive Farm Rd

The agent for this project is: Jones & Crossen Engineering, PLLC


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

Agent Name: Patrick Kiernan

Address: 221 N. Salem St., Suite 001, Apex NC 27502

Telephone Number: 919-387-1174

E-Mail Address: patrick@jonescrossen.com

Signature(s) of Owner(s)* 

D. McQuinn Patrick McQuinn MSK 7/18/22

Type or print name Date

 Type or print name Date

Attach additional sheets if there are additional owners.

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

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

AFFIDAVIT OF OWNERSHIP

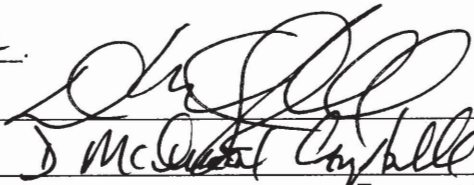
Application #: 22CZ17

Submittal Date: 7/29/2022

The undersigned, Mayberry Investments LLC (the "Affiant") first being duly sworn, hereby swears or affirms as follows:

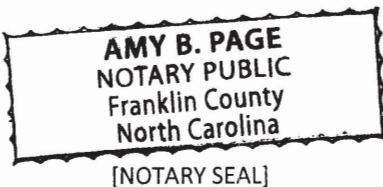
1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the sole owner, or is the authorized agent of all owners, of the property located at 3261 Olive Farm Rd and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").
2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.
3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated 03/27/2018, and recorded in the Wake County Register of Deeds Office on 03/27/2018, in Book 01780 Page 01036-01037.
4. If Affiant is the authorized agent of the owner(s) of the Property, Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).
5. If Affiant is the owner of the Property, from the time Affiant was deeded the Property on 03/27/2018, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on 03/27/2018, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.

This the 18 day of July, 2022.


 _____ (seal)
P. McQueen Campbell III
 Type or print name

STATE OF NORTH CAROLINA
COUNTY OF Wake

I, the undersigned, a Notary Public in and for the County of Wake, hereby certify that P. McQueen Campbell III, Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's drivers license, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.



Amy B. Page
 Notary Public
 State of North Carolina
 My Commission Expires: May 6, 2025

AFFIDAVIT OF OWNERSHIP: EXHIBIT A – LEGAL DESCRIPTION

Application #: 22CZ17

Submittal Date: 7/29/2022

Insert legal description below.

Smith & Smith Surveyors, P.A.

P.O. Box 457

Apex, N.C. 27502

(919) 362-7111

Firm License No. C-0155

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

BEGINNING at an existing iron stake bearing NAD 83 (2011) coordinate values of North 708,874.64 feet, East 2,024,113.10 feet; thence South 00° 36' 58" East, 616.00 feet to a point; thence North 89° 07' 09" East, 761.15 feet to a point; thence South 01° 10' 02" East, 306.04 feet to a point; thence North 85° 28' 15" West, 670.56 feet to a point; thence South 26° 56' 48" East, 12.50 feet to a point; thence South 77° 26' 28" East, 18.37 feet to a point; thence South 20° 38' 33" East, 59.79 feet to a point; thence South 34° 07' 04" East, 18.33 feet to a point; thence South 60° 29' 53" East, 16.47 feet to a point; thence South 21° 42' 42" East, 27.19 feet to a point; thence South 57° 00' 57" East, 10.74 feet to a point; thence South 02° 09' 17" East, 11.16 feet to a point; thence South 46° 36' 50" West, 13.17 feet to a point; thence South 24° 21' 24" West, 30.05 feet to a point; thence South 37° 57' 55" West, 19.51 feet to a point; thence South 55° 37' 33" West, 14.47 feet to a point; thence North 89° 00' 55" West, 11.39 feet to a point; thence South 46° 18' 38" West, 7.96 feet to a point; thence South 02° 56' 22" West, 13.82 feet to a point; thence South 79° 27' 53" West, 842.31 feet to a point; thence South 79° 46' 27" West, 259.31 feet to a point; thence North 02° 29' 53" East, 514.61 feet to a point; thence North 80° 54' 30" East, 119.41 feet to a point; thence North 78° 21' 47" East, 535.32 feet to a point; thence North 01° 39' 54" West, 652.95 feet to a point; thence South 86° 09' 49" East, 307.84 feet to the BEGINNING, containing 20.9700 total acres more or less.

This description is of that certain parcel described in D.B. 17080, Pg. 1036 (Tract 2 ~ B.M. 2017, Pg. 254) and also being Wake County PIN 0720-38-9121.

PRELIMINARY

Developer Company Information	
Company Name	Charm City Developers, LLC
Company Phone Number	(919) 703-6203
Developer Representative Name	Andrew Ross
Developer Representative Phone Number	(919) 703-6203
Developer Representative Email	andrew.ross@floyddevelopment.com

New Residential Subdivision Information	
Date of Application for Subdivision	August 01, 2022
City, Town or Wake County Jurisdiction	Apex
Name of Subdivision	The Townes at the Station
Address of Subdivision (if unknown enter nearest cross streets)	0 Richardson Rd, 0 Olive Farm Rd, 3261 Olive Farm Rd
REID(s)	0310486, 0115622, 0052034
PIN(s)	0720-49-2078, 0720-48-4654 (partial), 0720-38-9121 (partial)

Please complete each section of this form and submit with your application.

Town of Apex staff will enter this information into the online WCPSS form.

Please send any questions about this form to:
studentassignment-gis-group@wcpss.net

Projected Dates Information	
Subdivision Completion Date	
Subdivision Projected First Occupancy Date	

Lot by Lot Development Information																
Unit Type	Total # of Units	Senior Living	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	Square Foot Range		Price Range		Anticipated Completion Units & Dates				
								Min	Max	Low	High	Year	# Units	Year	# Units	Year
Single Family																
Townhomes	90					90		2,200	3,100			2024	90			
Condos																
Apartments																
Other																

NOTICE OF NEIGHBORHOOD MEETING

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

July 13, 2022

Date

Dear Neighbor:

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

0 Richardson Rd; 0 Olive Farm Rd

0720-492-078; 0720-484-654

3261 Olive Farm Rd (partial)

0720-389-121 (partial)

Address(es)

PIN(s)

in accordance with the Town of Apex Neighborhood Meeting procedures. This meeting is intended to be a way for the applicant to discuss the project and review the proposed plans with adjacent neighbors and neighborhood organizations before the submittal of an application to the Town. This provides neighbors an opportunity to raise questions and discuss any concerns about the impacts of the project before it is officially submitted. If you are unable to attend, please refer to the Project Contact Information page for ways to contact the applicant. Notified neighbors may request that the applicant provide updates and send plans via email or mail. Once an application has been submitted to the Town, it may be tracked using the [Interactive Development Map](#) or the [Apex Development Report](#) located on the Town of Apex website at <http://www.apexnc.org/180/Planning-Community-Development>.

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

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

*Quasi-Judicial Public Hearing: The Board of Adjustment cannot discuss the project prior to the public hearing.

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

The parcels are currently zoned R-40W. We are proposing a change in zoning to Planned Unit

Development Conditional Zoning (PUD-CZ). The intent for this rezoning is to facilitate the development of a

townhome subdivision. The Land Use Designation for these parcels shall be Medium Density Residential.

Estimated submittal date: August 1, 2022

MEETING INFORMATION:

Property Owner(s) name(s): See attached list

Applicant(s): Jones & Crossen Engineering, PLLC

Contact information (email/phone): patrick@jonescrossen.com/919-387-1174

Meeting Address: Zoom Meeting - see enclosed details

Date/Time of meeting** : July 28, 2022 6:00 pm - 8:00 pm

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

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

PROJECT CONTACT INFORMATION

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

Development Contacts:

Project Name: The Townes at the Station Zoning: PUD-CZ

Location: 0 Richardson Rd, 0 Olive Farm Rd, 3261 Olive Farm Rd

Property PIN(s): 0720-492-078, 0720-484-654, 0720-389-121 (partial) Acreage/Square Feet: approx 16.4

Property Owner: See attached list

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Developer: KC2 Enterprises LLC

Address: 218 Edinburgh Dr.

City: Cary State: NC Zip: 27511

Phone: 919-427-7106 Fax: _____ Email: brad.zadell@gmail.com

Engineer: Jones & Crossen Engineering, PLLC

Address: PO Box 1062

City: Apex State: NC Zip: 27502

Phone: 919-387-1174 Fax: 919-387-3375 Email: patrick@jonescrossen.com

Builder (if known): _____

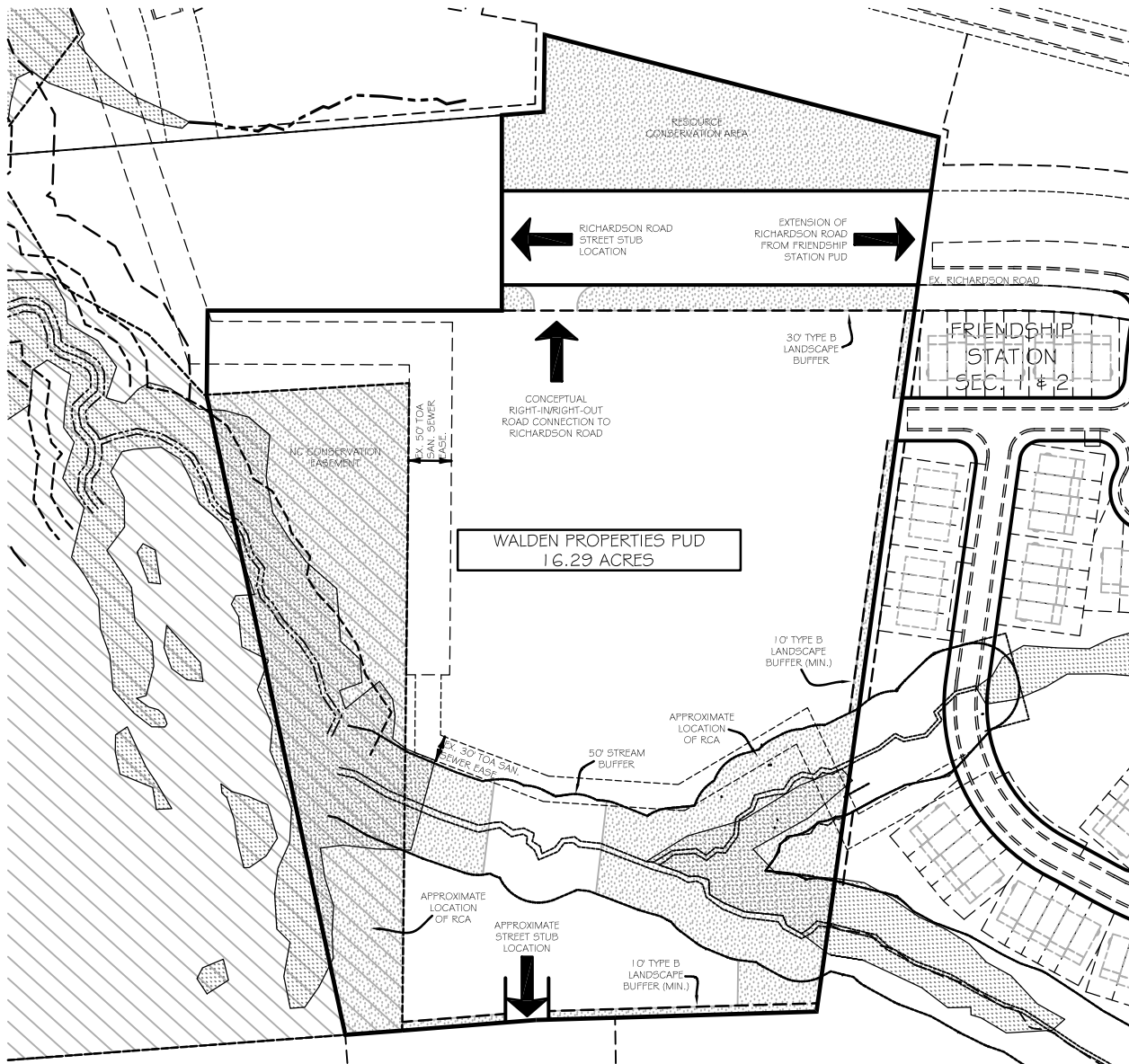
Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

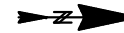
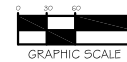
Please note that Town staff will not have complete information about a proposed development until the application is submitted for review. If you have a question about Town development standards and how they relate to the proposed development, please contact the appropriate staff person listed below.

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



THIS SHEET IS FOR ILLUSTRATIVE PURPOSES ONLY

PRELIMINARY PLANS
NOT FOR CONSTRUCTION



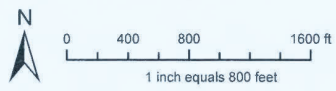
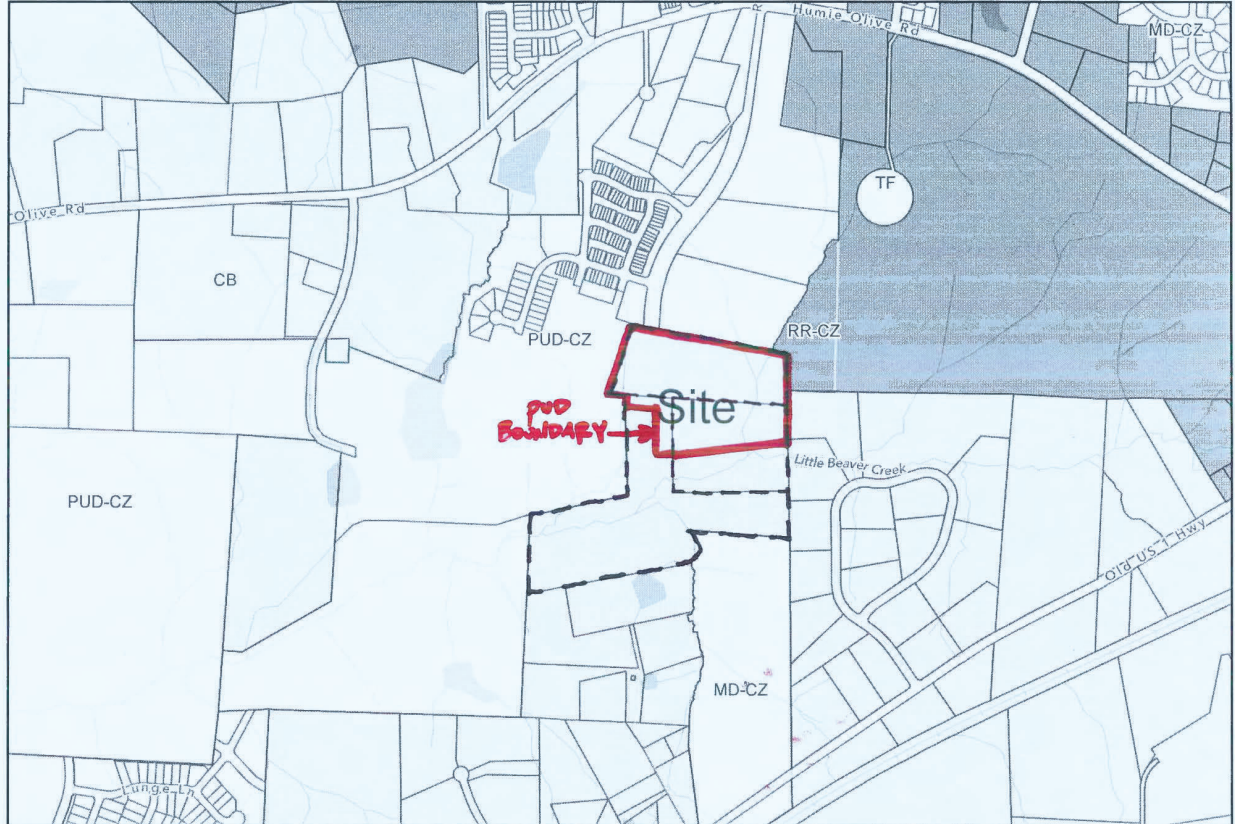
FOR REVIEW ONLY

1"=60' PLK

JULY 13, 2022

1
2150

SITE ADDRESS	PIN NUM	OWNER	MAILING ADDRESS
0 RICHARDSON RD	0720492078	3 BOYS CAPITAL LLC /BY COMR CHATHAM CAPITAL GROUP LLC /BY COMR	1018 N WELLONSBURG PL APEX NC 27502-7127
0 OLIVE FARM RD	0720484654	3 BOYS CAPITAL LLC MUSIC ROW INVESTMENTS LLC	513 CAROLINA OAKS AVE SMITHFIELD NC 27577-8717
3261 OLIVE FARM RD	0720389121	MAYBERRY INVESTMENTS LLC	1122 OBERLIN RD RALEIGH NC 27605-1275



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

Zoom Meeting Details – The Townes at the Station PUD

When: **July 28, 2022 06:00 PM Eastern Time**

Register in advance for this meeting:

Zoom.us

Enter the Meeting ID **821 2162 5152** and the Passcode **571924**

The Meeting Registration form will request your First and Last Name, email address and Address to help us with attendance at the meeting.

After registering, you will receive a confirmation email containing information about joining the meeting.

If you prefer to dial-in to the meeting, dial (301) 715-8592 or (312) 626-6799 and enter the Meeting ID and Passcode.

If there are any questions regarding the upcoming meeting or you experience any issues registering for the meeting, please contact our office.

Providing Input to Town Council:

Each Town Council meeting agenda includes a Public Forum time when anyone is permitted to speak for three (3) minutes on any topic with the exception of items listed as Public Hearings for that meeting. The Town Council meets on the 2nd and 4th Tuesdays of each month at 6:00 p.m. (except for holidays, see schedule of meetings at <http://www.apexnc.org/838/Agendas-Minutes>). You may also contact Town Council by e-mail at AllCouncil@apexnc.org.

Private Agreements and Easement Negotiation:

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

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

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

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

Documentation:

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

COMMON CONSTRUCTION ISSUES & WHO TO CALL

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

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

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

Construction Traffic: James Misciagno 919-372-7470

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

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

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

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

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

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

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

Dirt on Properties or in Streams: James Misciagno 919-372-7470 Danny Smith Danny.Smith@ncdenr.gov

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

Dust: James Misciagno 919-372-7470

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

Trash: James Misciagno 919-372-7470

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

Temporary Sediment Basins: James Misciagno 919-372-7470

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

Stormwater Control Measures: Jessica Bolin 919-249-3537

Post-construction concerns related to Stormwater Control Measures (typically a stormwater pond) such as conversion and long-term maintenance should be reported to Jessica Bolin at 919-249-3537.

Electric Utility Installation: Rodney Smith 919-249-3342

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

SITE ADDRESS	PIN NUM	OWNER	MAILING ADDRESS	
0 RICHARDSON RD	0720492078	3 BOYS CAPITAL LLC /BY COMR CHATHAM CAPITAL GROUP LLC /BY COMR	1018 N WELLSBURG PL	APEX NC 27502-7127
0 OLIVE FARM RD	0720484654	3 BOYS CAPITAL LLC MUSIC ROW INVESTMENTS LLC	513 CAROLINA OAKS AVE	SMITHFIELD NC 27577-8717
2804 OLD US 1 HWY	0720475059	APEX OLIVE LLC	PO BOX 3557	CARY NC 27519-3557
3138 OLIVE FARM RD	0720273337	FRIENDSHIP STATION HOLDINGS LLC	4201 TAYLOR HALL PL	CHAPEL HILL NC 27517-7439
3200 HINSLEY RD	0720378505	HARWARD, JOHN R HARWARD, CAROLYN C	3200 HINSLEY RD	NEW HILL NC 27562-8977
3208 HINSLEY RD	0720373332	HINSLEY, JOHNNY L HINSLEY, MARTHA E	3304 HINSLEY RD	NEW HILL NC 27562-8979
4713 FAIRFIELD RD	0720570776	JACKSON, REX L JACKSON, DEBORAH C	4713 FAIRFIELD RD	NEW HILL NC 27562-9729
8004 HUMIE OLIVE RD	0720289797	MH HOMES OF RALEIGH LLC	1511 SUNDAY DR STE 100	RALEIGH NC 27607-5195
3261 OLIVE FARM RD	0720389121	MAYBERRY INVESTMENTS LLC	1122 OBERLIN RD	RALEIGH NC 27605-1275
4717 FAIRFIELD RD	0720580084	MCDOWELL, JOHN M	42 FAIRFIELD CT	ANGIER NC 27501-6558
4725 FAIRFIELD RD	0720581790	PRIDGEN, WILLIAM PRIDGEN, DONNA	108 FOX CT	CARY NC 27513-4920
4721 FAIRFIELD RD	0720580399	SATTIRAJU, SHILPA THOUTREDDY, TARUN	4721 FAIRFIELD RD	NEW HILL NC 27562-9729
7801 HUMIE OLIVE RD	0720694728	THE WAKE COUNTY BOARD OF EDUCATION	ATTN: BETTY L PARKER	111 CORNING RD STE 100
		APEX TOWN OF	PO BOX 250	APEX NC 27502-0250
		Current Tenant	3208 Hinsley RD	NEW HILL NC 27562
		Current Tenant	3113 Olive Farm RD	APEX NC 27502
		Current Tenant	3136 Olive Farm RD	APEX NC 27502

CARY NC 27518-9299

NEIGHBORHOOD MEETING SIGN-IN SHEET

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

Meeting Address: Zoom meeting
 Date of meeting: July 28, 2022 Time of meeting: 6:00 - 8:00 pm
 Property Owner(s) name(s): 3 Boys Capital LLC, Chatham Capital Group LLC, Music Row Investments LLC, Cone Avenue LLC, Mayberry Investments LLC
 Applicant(s): Jones & Crossen Engineering, PLLC

Please print your name below, state your address and/or affiliation with a neighborhood group, and provide your phone number and email address. Providing your name below does not represent support or opposition to the project; it is for documentation purposes only. For virtual meetings, applicants must include all known participants and request the information below.

	NAME/ORGANIZATION	ADDRESS	PHONE #	EMAIL	SEND PLANS & UPDATES
1.	Kylor Zadell	401 W Hargett St.			
2.	Kira Parker	1511 Sunkup Dr			
3.	Patrick Kiernan	221 N Salem St. Ste 001			
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					

Use additional sheets, if necessary.

SUMMARY OF DISCUSSION FROM THE NEIGHBORHOOD MEETING

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

Property Owner(s) name(s): 3 Boys Capital LLC, Chatham Capital Group LLC, Music Row Investments LLC, Cone Avenue LLC, Mayberry Investments LLC

Applicant(s): Jones & Crossen Engineering, PLLC

Contact information (email/phone): patrick@jonescrossen.com/919-387-1174

Meeting Address: Zoom meeting

Date of meeting: July 28, 2022 Time of meeting: 6:00 - 8:00 pm

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

Question/Concern #1:

Based on the layout, it looks like Richardson Road will be extended for this project - is that correct?

Applicant's Response:

That's correct, Richardson Road will be extended roughly 500 feet south.

Question/Concern #2:

Applicant's Response:

Question/Concern #3:

Applicant's Response:

Question/Concern #4:

Applicant's Response:

AFFIDAVIT OF CONDUCTING A NEIGHBORHOOD MEETING, SIGN-IN SHEET AND ISSUES/RESPONSES SUBMITTAL

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

I, Patrick Kiernan, do hereby declare as follows:
Print Name

1. I have conducted a Neighborhood Meeting for the proposed Rezoning, Major Site Plan, Residential Master Subdivision Plan, or Special Use Permit in accordance with UDO Sec. 2.2.7 *Neighborhood Meeting*.
2. The meeting invitations were mailed to the Apex Department of Planning and Community Development, all property owners and tenants abutting and within 300 feet of the subject property and any neighborhood association that represents citizens in the notification area via first class mail a minimum of 14 days in advance of the Neighborhood Meeting.
3. The meeting was conducted at via Zoom (location/address) on July 28, 2022 (date) from 6:00 pm (start time) to 8:00 pm (end time).
4. I have included the mailing list, meeting invitation, sign-in sheet, issue/response summary, and zoning map/reduced plans with the application.
5. I have prepared these materials in good faith and to the best of my ability.

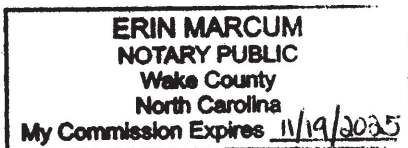
7/29/22
Date

By: Patrick Kiernan

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Erin Marcum, a Notary Public for the above State and County, on this the 29th day of July, 2022.

SEAL



Erin Marcum
Notary Public
Erin Marcum
Print Name

My Commission Expires: November 19, 2025

PD PLAN

The Townes at the Station A PLANNED UNIT DEVELOPMENT

APEX, NORTH CAROLINA

OWNER/DEVELOPER:

CHARM CITY DEVELOPERS, LLC

August 1, 2022

Revised: September 9, 2022

Revised: October 14, 2022

Revised: November 3, 2022

Jones & Crossen Engineering, PLLC

221 N. Salem Street, Suite 001

P.O. Box 1062

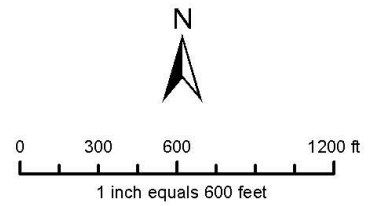
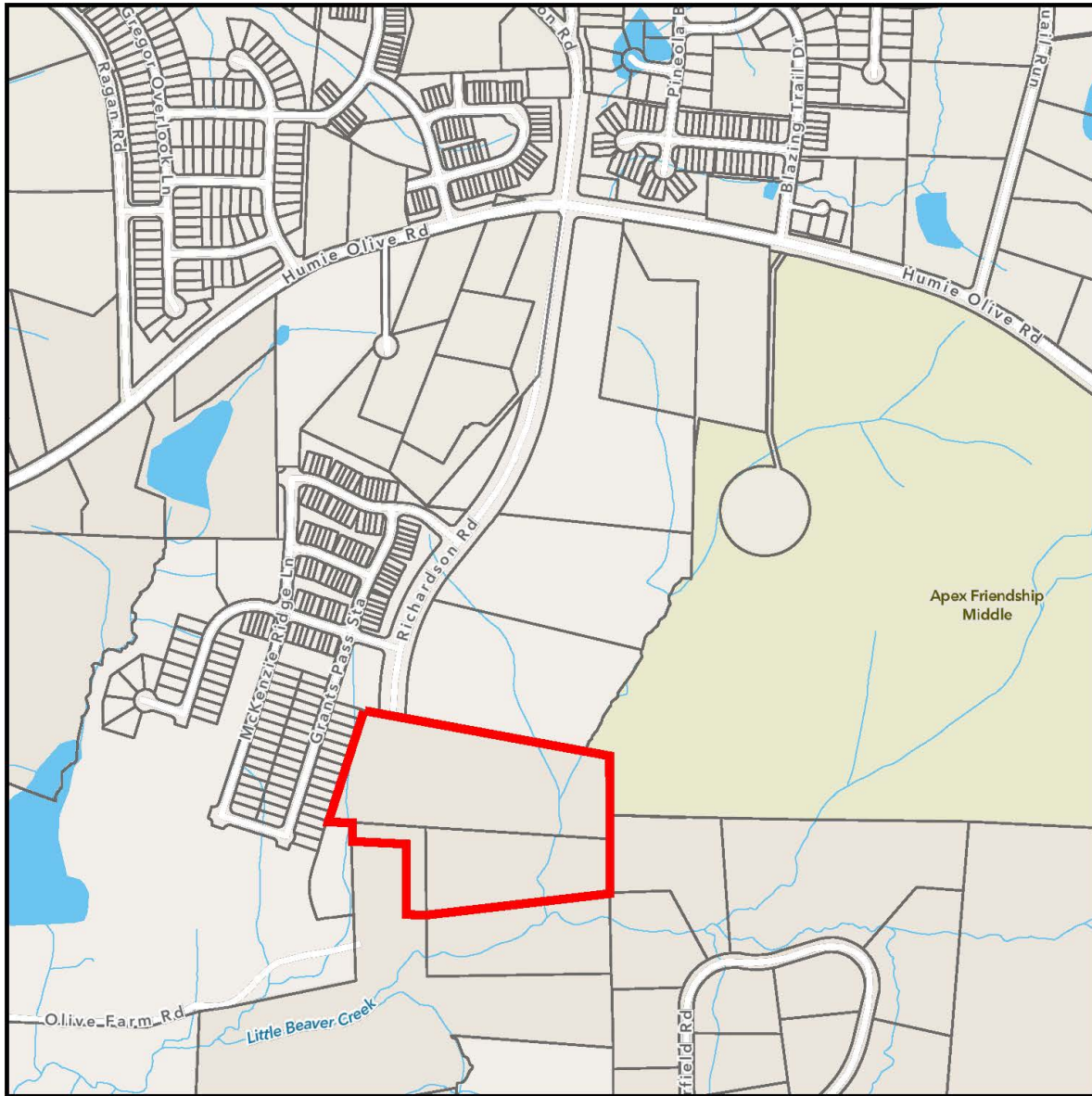
Apex, NC 27502

(919)387-1174

SECTION 1 – TABLE OF CONTENTS

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SECTION 2 – VICINITY MAP



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

SECTION 3 – PROJECT DATA

- A. Project name: The Townes at the Station – PUD
- B. Owner/Developer: Charm City Developers, LLC
4201 Taylor Hall Pl. – Chapel Hill, NC 27517
- C. Prepared by: Jones & Crossen Engineering, PLLC
221 N. Salem Street, Ste. 001 – Apex, NC, 27502
- D. Designated Single Point of Contact:
Patrick L. Kiernan (Jones & Crossen Engineering, PLLC)
- E. Current and Proposed Zoning of the Property:
Current zoning: R-40W (Wake County)
Proposed zoning: PUD-CZ
- F. Current and Proposed Land Uses:
Current: Vacant
Proposed: Residential
- G. Current and Proposed 2045 Land Use Designation.
Current/Proposed: Medium Density Residential & Protected Open Space
- H. Size of project:

Wake County Tax Identification Number	Acreage
0720-49-2078	16.39 acres
0720-48-4654 (partial)	
0720-38-9121 (partial)	

SECTION 4 – PURPOSE STATEMENT

The Townes at the Station PUD is a proposed townhome project to be developed under the Town of Apex ordinance as a Planned Unit Development (PUD). This project affects three existing lots of record – one parcel in its entirety, and two parcels to be partially included in this PUD. These parcels are all owned by various LLCs, but the project is being developed by Charm City Developers, LLC. The project is located at the southern end of Richardson Road, south and east of the Friendship Station PUD, west of Apex Friendship Elementary School, and north of Little Beaver Creek and its associated conservation easement. These parcels are all designated as Medium Density Residential on the 2045 Land Use Map.

The proposal to rezone these properties to PUD-CZ is in keeping with the Town’s objectives to create high quality developments with a small-town feel. This development will be a pedestrian friendly community with sidewalks along both sides of the internal public streets, along with sidewalk and greenway connections to Richardson Road and the adjacent Friendship Station development. This development will enhance the value of the surrounding properties by providing quality residential development for the area.

SECTION 5 – PERMITTED USES

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

- Townhouse
- Accessory apartment
- Utility, minor
- Park, active
- Park, passive
- Greenway
- Recreational facility, private

Additionally, the following conditions shall also apply:

1. Signage shall be provided in HOA areas surrounding SCMs, regarding the need to eliminate and reduce fertilizer and pet waste near SCMs. Signs shall be installed in locations that are publicly accessible, such as adjacent to, but outside of, public property and/or public easement(s), amenity centers, sidewalks, greenways, or side paths.
2. Developer shall install pollinator-friendly and native flora within SCM planting areas.
3. At least 75% of the plant species used in the landscape design shall be native species.
4. Perimeter buffers, SCMs, and other HOA maintained areas may be planted with clover or warm season grasses for drought resistance.
5. Homeowner Association covenants shall not prohibit clover lawns throughout the neighborhood.
6. A minimum of three (3) pet waste stations shall be installed in HOA common areas.
7. All townhomes shall include solar conduit in the building design to facilitate future installation of roof-mounted solar PV panels.
8. All garages shall be wired with a 220-volt outlet inside the garage to facilitate charging of electronic vehicles.
9. Any outdoor lighting within HOA maintained areas shall utilize full cutoff fixtures that have a maximum color temperature of 3000K.
10. Sod used within perimeter buffers, SCMs, and along streets (unless within a residential lot) shall not be fescue grasses.
11. Homeowner Association covenants shall not restrict the construction of accessory dwelling units.

SECTION 6 – DESIGN CONTROLS

A. Dimensional Standards

Maximum Density:	5.5 Units/Acre
Maximum Number of Townhome Lots:	90
Maximum Built-Upon Area:	60% (total project)
Minimum Lot Width:	18'
Maximum Building Height:	45' and 3 stories
<i>Note: Porches, patios, decks and other accessory structures may encroach into building setbacks as allowed by the Town of Apex UDO.</i>	

B. Proposed Minimum Building Setbacks

Front:	15'
Rear:	15'
Side:	5' (end units) 10' (corner units)
Building to Building	10'
From Buffer/RCA	10' for Buildings 5' for Parking Areas
<i>Note: Minimum driveway length is 20', measured from back edge of sidewalk to garage.</i>	

C. Perimeter Buffers

The PUD plans show buffers around the site to provide visual breaks between uses and public roads, as shown on Sheet 2 of the PUD Plans (Layout Plan). These buffers include 10' Type B Landscape Buffers along the southern, northern, and portions of the eastern perimeters, a 10' Type A Landscape Buffer adjacent to the Apex Friendship Elementary School property to the northeast, 15' Type B Landscape Buffers around the entire perimeter on the west side of the Richardson Road extension, and a 30' Type B Thoroughfare Buffer along the Richardson Road extension (both sides).

D. Percentage of Resource Conservation Area

The Townes at the Station PUD is providing at least 35% of the total area for Resource Conservation Area and landscape buffers, which is a 5% increase from the UDO requirement for a PUD.

SECTION 7 – ARCHITECTURAL STANDARDS

Townhome Residential Standards

1. Vinyl siding is not permitted; however, vinyl windows, decorative elements and trim are permitted.
2. All townhomes shall have a crawl space or have a raised foundation which at a minimum rises at least 12 inches from average grade across the front of the house to the finished floor level at the front door.
3. Garage doors must contain windows, decorative details or carriage-style adornments.
4. House entrances for homes with front facing single-car garages must have a covered porch/stoop area leading to the front door.
5. The garage cannot protrude more than one foot out from the front façade or front porch unless it is a side entry garage.
6. The visible side of a townhome on a corner lot facing the public street shall contain at least 3 decorative elements such as, but not limited to, the following elements:
 - Windows
 - Bay window
 - Recessed window
 - Decorative window
 - Trim around the windows
 - Wrap around porch or side porch
 - Two or more building materials
 - Decorative brick/stone
 - Decorative trim
 - Decorative shake
 - Decorative air vents on gable
 - Decorative gable
 - Decorative cornice
 - Column
 - Portico
 - Balcony
 - Dormer
7. All windows on a side elevation shall have decorative trim, shutters or shall be a bay window.
8. Roofline cannot be a single mass; it must be broken up either horizontally or vertically between every other unit.
9. A varied color palette shall be utilized on homes throughout the subdivision to include a minimum of three color families for siding and shall include varied trim, shutter, and accent colors complementing the siding color.

SECTION 8 – PARKING AND LOADING

Parking and loading requirements shall conform to the parking standards listed in Section 8.3, *Off-street Parking and Loading*, of the Town of Apex UDO.

SECTION 9– SIGNS

Signage for this project will comply with Section 8.8, *Signs*, of the Town of Apex UDO.

SECTION 10 – NATURAL RESOURCE AND ENVIRONMENTAL DATA:

- A. This project is located in the Little Beaver Creek drainage basin which is in the Cape Fear Basin. This project currently falls within the primary watershed protection overlay district as shown on Town of Apex watershed maps.
- B. There is a FEMA mapped floodplain along Little Beaver Creek as shown on FEMA FIRM Map Number 3720072000K, dated July 19, 2022.
- C. There are no known historic structures on this project.
- D. The PUD will provide streetscape buffers along Richardson Road which will be used for decorative plantings and aesthetic appeal. Individual sections within the development may also have additional landscape areas located on the site based upon the specific site or subdivision plan. The PUD will dedicate at least 35% of the total project area for Resource Conservation Area or buffer.
- E. To demonstrate the project's commitment to preserving and re-establishing tree canopy in our region, the developer seeks to replant and restore existing tree canopy that is removed from those portions of the property that are anticipated to contain single family and townhome lots. To that end, prior to recording the first subdivision plat for the project, the developer shall provide a donation of \$3,000 to a local non-profit organization with a mission towards tree preservation and replacement.

SECTION 11 – STORMWATER MANAGEMENT

The Townes at the Station PUD will meet all applicable requirements and standards as described in Section 6.1, *Watershed Protection Overlay Districts*, of the Town of Apex UDO. This project will meet all stormwater reduction requirements including limiting the post-development stormwater flows to not exceed the pre-development stormwater runoff for the 1-year, 10-year, and 25-year 24 hour storm events.

The Townes at the Station PUD will use approved devices to control the stormwater and sediment runoff. These devices may include detention ponds, retention ponds, bioretention areas or any other approved SCM stormwater control. Stormwater control devices shall be landscaped and constructed to be an amenity to the development and shall blend into the surroundings.

SECTION 12 – PARKS AND RECREATION

The Parks, Recreation and Cultural Resources Advisory Commission reviewed the project at the September 28, 2022 meeting and unanimously approved for fee-in-lieu of dedication, with credit for construction of greenway if an opportunity is identified at the time of Master Subdivision Plan review and approval. The recommendation is based on the Single Family Attached fee rate, which shall be set at the time of rezoning approval by Town Council, and will run with the life of the project unless additional land/units are added to the project.

Per Section 14.2, *Greenways*, of the Town of Apex UDO, credit for greenway against fees requires the approval of construction plans, and is contingent upon approval of an engineer's estimate of probable cost for greenway construction.

SECTION 13 – PUBLIC FACILITIES

A. General Roadway Infrastructure

The transportation network for The Townes at the Station PUD will be consistent with the Town of Apex Transportation Plan and associated requirements of the UDO. This project will include the extension of roughly 500' of Richardson Road, a Town of Apex thoroughfare street, as well as an internal road network providing interconnectivity to Richardson Road and the adjacent Friendship Station development. Richardson Road will continue the same interim road section from Friendship Station, where only the two eastern lanes of the future 4-lane median divided road will be constructed with this project. The residential street that connects to Richardson Road shall be a right-in/right-out entrance in the future when Richardson Road is ultimately widened to include a median. In the interim, the turning movements at this intersection may remain unrestricted. A street stub shall be extended to the Pridgen property to the east (PIN# 0720-58-1790) for possible extension into future development. Interconnectivity with all adjacent properties and roads shall be coordinated with existing or planned rights-of-way.

As shown on the PUD Layout Plan (sheet 2), all access points, street stubs, and planned vehicular circulation are conceptual and will be finalized at the time of Development Plan review and approval.

B. Pedestrian Facilities

For pedestrian connectivity, all public streets shall provide 5' sidewalks on both sides of the road. The Richardson Road extension shall provide a 10' Side Path along the eastern side of the road. The east-west residential street that provides connection to the Richardson Road extension to the west and the street stub to the east shall provide a 10' Side Path along the northern side of the road. This improvement from 5' sidewalk to 10' Side Path is intended to replace the requirement of a separate east-west greenway connection through the project, shown on the Town of Apex Bicycle and Pedestrian System Plan Map as "Little Beaver Creek Greenway". Furthermore, a 10' public greenway will connect to this 10' Side Path in the vicinity of the stream crossing, following along the existing north-south stream buffer until connecting to the existing greenway stub provided with the Friendship Station development to the north, which ultimately provides pedestrian connection to Apex Friendship Elementary School. This greenway shall follow the alignment of the existing sewer outfall.

C. Water and Sanitary Sewer

As shown on the PUD Utility Plan (sheet 4), the sanitary sewer connection will come by connecting to the existing sewer outfall that runs along the north-south stream buffer. On the east side of the stream, a sewer stub shall be provided to the eastern project boundary for possible upstream connection in the future. Water distribution service will be provided to this project by extending the existing 12 inch waterline along Richardson Road, as well as the existing 8 inch waterline along Stevens Pass Station.

D. Other Utilities

Electricity will be provided by Apex Electric. Phone, cable, and gas will be provided by the developer and shall meet the Town of Apex standards as outlined in the UDO.

SECTION 14 – PHASING

This project may be constructed in multiple phases. The phasing will be finalized during subdivision plan review.

SECTION 15 – CONSISTENCY WITH LAND USE PLAN

The Town of Apex 2045 Land Use Map currently designates these parcels as Medium Density Residential, as well as a small portion of Protected Open Space (representing the NC Conservation Easement). We believe this PUD is appropriate for the area and is consistent with the current Land Use Map. No changes are proposed.

SECTION 16 – COMPLIANCE WITH THE UDO

The proposed plans for The Townes at the Station PUD are in compliance with the standards and allowances provided in the current approved version of the Town of Apex Unified Development Ordinance. Any variance from UDO requirements has been noted in this plan.

SECTION 17 – LAND USE NOTES

This project will require the formation of at least one Homeowners Association which will handle the maintenance of common areas, buffers, RCA, stormwater devices, etc.

SECTION 18 – AFFORDABLE HOUSING

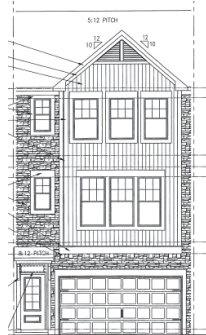
Prior to recording the final subdivision plat for the project, the developer shall record with the Wake County Register of Deeds an Option in favor of Habitat for Humanity of Wake County, Inc. (“Habitat Wake”) or other non-profit affordable housing provider granting to Habitat Wake an option to purchase a minimum of four (4) townhome lots within the community, with the cost of such lots being the cost that the developer pays for such lots.



Townhome Elevations, Illustrative



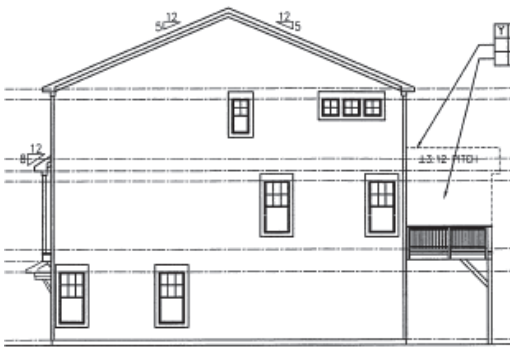
ELEVATION-A
SCALE: 1/4"=1'-0" ON 22x34 AND 1/8"=1'-0" ON 11x17



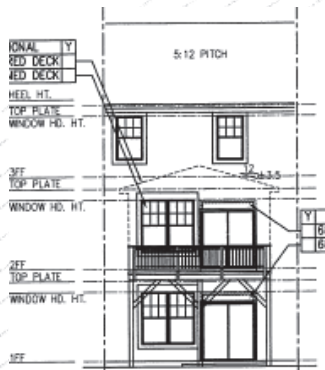
ELEVATION-C



ELEVATION-C



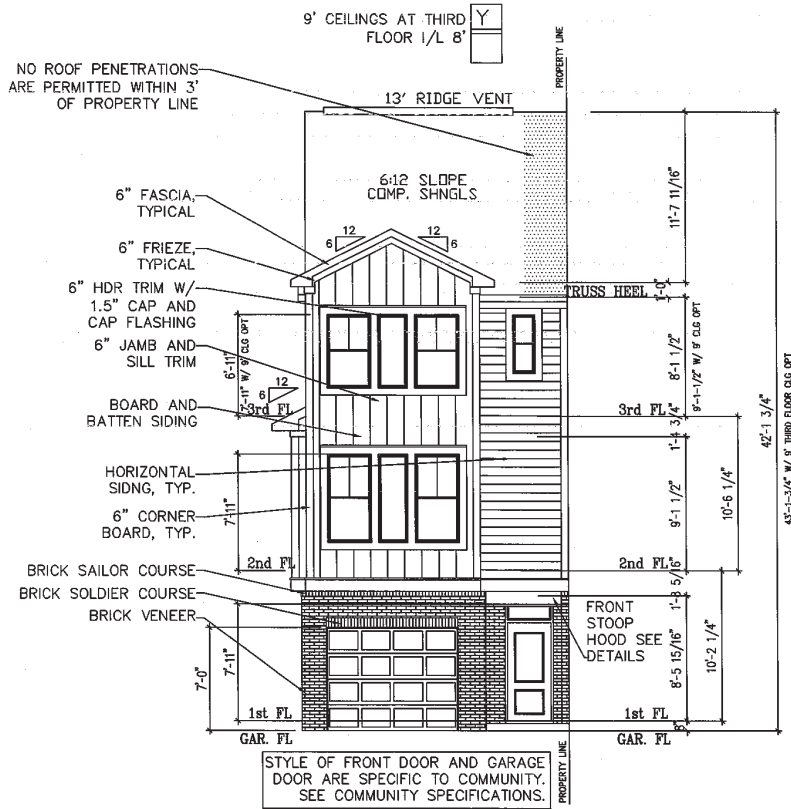
END UNIT -A □
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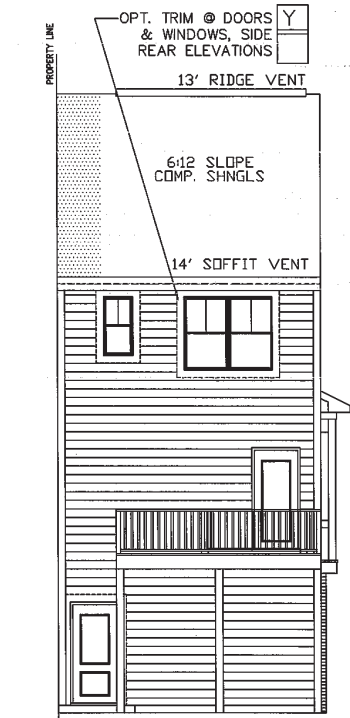
REAR ELEVATION-A
SCALE: 1/8"=1'-0" ON 22x34 AND 1/16"=1'-0" ON 11x17



M/I HOMES



BERKSHIRE
ELEVATION-A-FRONT



BERKSHIRE
ELEVATION-A-REAR

ROOF VENT. CALCULATIONS ELEV 'A'	
MAIN ROOF ATTIC	867 SQ. FT.
ATC VENTILATION REQUIRED	300
= 2.89 SQ. FT.	867 SQ. FT.
19 LF RIDGE VENT @ 18 S.I./LF = 18x19 = 342 S.I. = 2.37 SF	
22 LF SOFFIT VENT @ 4.5 S.I./LF = 22x4.5 = 99 S.I. = .68 SF	
3.05 SF PROVIDED	

MR - TRANSPORTATION	DATE	MR - STORMWATER	DATE
BUILDING INSTRUCTIONS	DATE	PLANNING	DATE
MR - UTILITY ENGINEERING	DATE	PLANNING - TRANSPORTATION	DATE
ELECTRIC	DATE	FIRE	DATE
MR - S & C	DATE	PARKS, RECREATION & CULTURAL RES.	DATE

©2020 M/I HOMES, INC.

MASTER ISSUE DATE:
03/31/20

DO NOT SCALE PRINTS.
CONSTRUCTION SHALL BE
PER INDICATED DIMENSIONS
ONLY. ANY DEVIATIONS
TO BE REPORTED TO M/I
HOMES FOR CLARIFICATION.

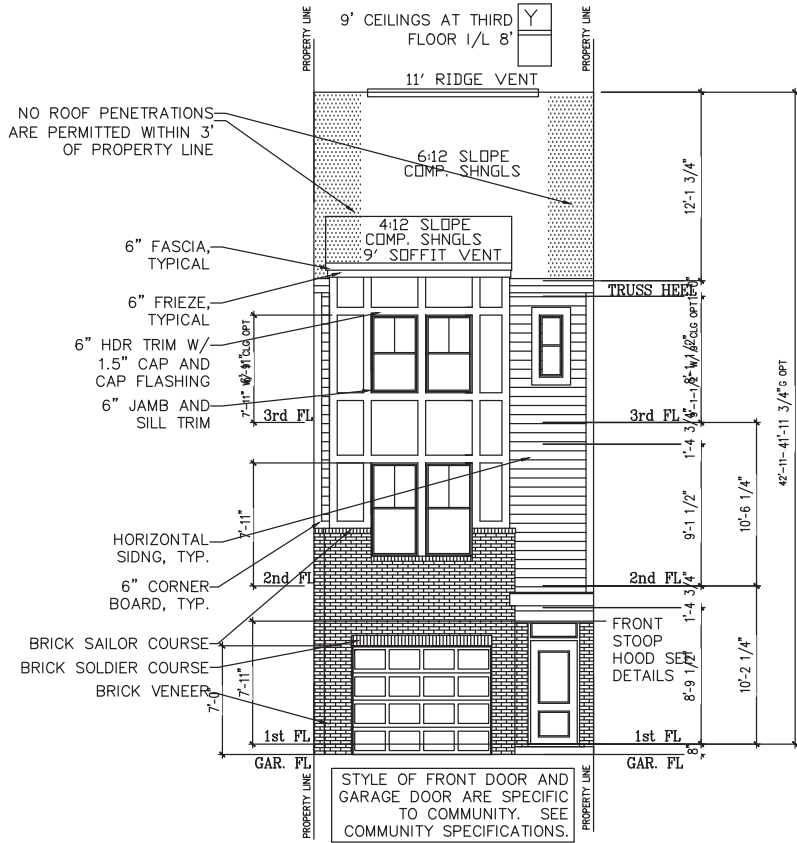
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1/16/20

SUB NAME
LOT# -

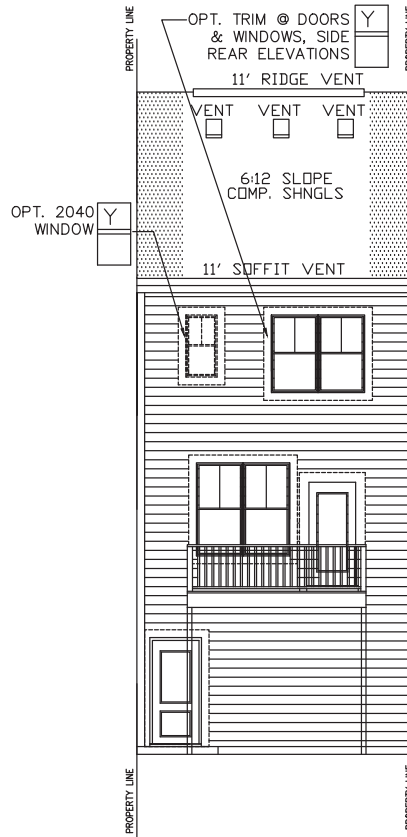
M/I HOMES
Welcome to Better.

BERKSHIRE
GARAGE - LEFT
ELEVATION "A"

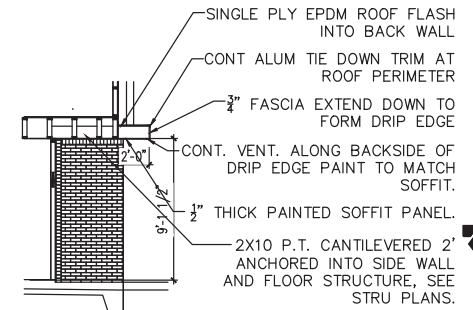
SHEET #
4.00



ELEVATION-A-FRONT



ELEVATION-A-REAR



ELEVATION A
SECTION OF STOOP, HOOD
SCALE: 1/8"=1'-0"

ROOF VENT. CALCULATIONS ELEV 'A'

MAIN ROOF ATTIC
824 SQ. FT.

ATTIC VENTILATION REQUIRED

$$= 2.74 \text{ SQ. FT. } \frac{824 \text{ SQ. FT.}}{300}$$

11 LF RIDGE VENT @ 18 S.1./LF = 18x11 = 198 S.1 = 1.37 SF
20 LF SOFFIT VENT @ 4.5 S.1./LF = 20x4.5 = 90 S.1 = .62 SF
3 ROOF VENTS @ 50 S.1. EA. = 50x3 = 150 S.1 = 1.04 SF

3.03 SF PROVIDED

MASTER ISSUE DATE:
03/12/20
DO NOT SCALE DRAWINGS
CONSTRUCTION SHALL BE
PER INDICATED DIMENSIONS
ONLY. ANY DISCREPANCIES
TO BE REPORTED TO M/I
HOMES FOR CLARIFICATION
LATEST REVISION DATE

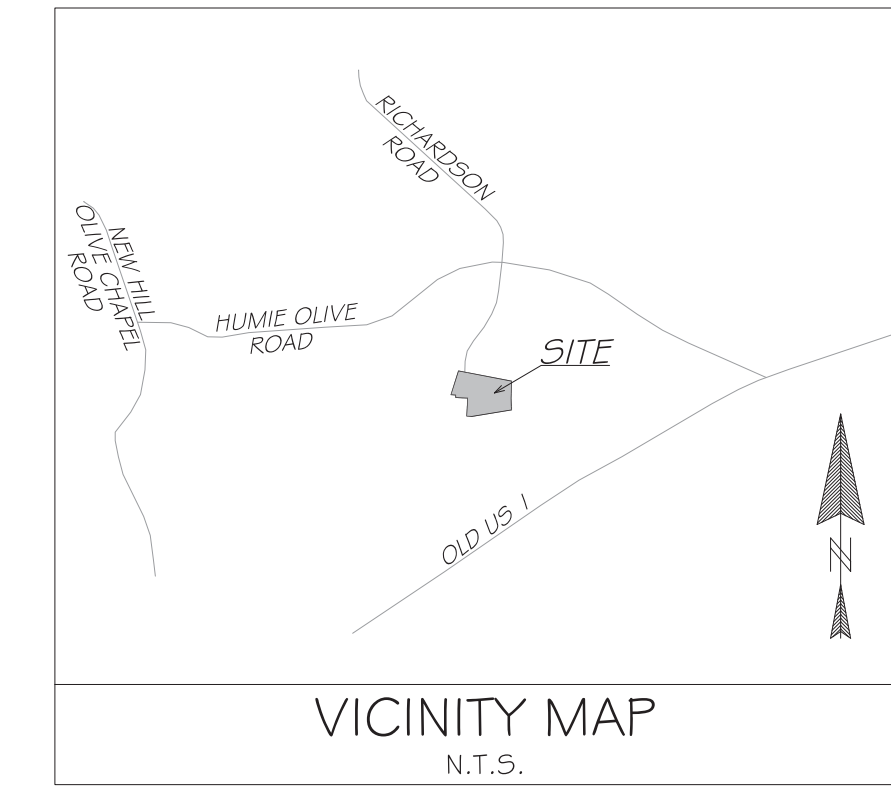
11/30/20
SUB NAME
LOT# -
-/-/-

M/I HOMES
Welcome to Better.

OAKWELL
GARAGE - LEFT
ELEVATION "A"

SHEET #
4.00

THE TOWNES AT THE STATION PLANNED UNIT DEVELOPMENT

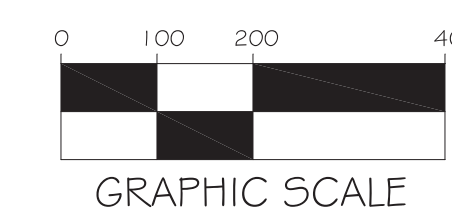


SITE DATA	
PROJECT NAME	THE TOWNES AT THE STATION - PUD
PREPARED BY CONTACT INFORMATION	JONES & CROSSEN ENGINEERING, PLLC P.O. BOX 1062 APEX, NORTH CAROLINA 27502 PHONE - (919) 387-1174 FAX - (919) 387-3375 CONTACT PERSON - PATRICK L. KIERNAN
OWNER / DEVELOPER CONTACT INFORMATION	CHARM CITY DEVELOPERS, LLC 4201 TAYLOR HALL PLACE CHAPEL HILL, NC 27517 PHONE - (919) 703-6203 CONTACT PERSON - ANDREW ROSS
CURRENT ZONING	R-40W
PROPOSED ZONING	PUD-CZ
CURRENT 2045 LAND USE MAP DESIGNATION	MEDIUM DENSITY RESIDENTIAL (MD) # PROTECTED OPEN SPACE
PROPOSED 2045 LAND USE MAP DESIGNATION	MEDIUM DENSITY RESIDENTIAL (MD) # PROTECTED OPEN SPACE
PROPOSED ZONING DESIGNATION	PUD-CZ
WAKE COUNTY PINS	0720-49-2078, 0720-48-4654 (PARTIAL), 0720-38-9121 (PARTIAL)
TOTAL PROJECT AREA	16.39 ACRES
MAXIMUM DENSITY	5.5 UNITS/ACRE
MAXIMUM NUMBER OF LOTS	90
REQUIRED RCA / BUFFER AREA	5.74 ACRES (35%)
MAXIMUM BUILT UPON AREA FOR PUD	9.83 ACRES (60%)
MAXIMUM BUILDING HEIGHT	45' OR 3 STORIES
OFF STREET PARKING	PARKING WILL COMPLY WITH APEX UDO SECTION 8.3 FOR TOWNHOMES
PUBLIC RECREATION REQUIREMENT	FEE-IN-LIEU FOR SINGLE FAMILY ATTACHED UNITS (RATE TBD)
WATERSHED INFORMATION	PRIMARY; LITTLE BEAVER CREEK BASIN
APEX BUFFER DETERMINATION	TBD
HISTORIC STRUCTURE?	NO
GRADING TYPE	MASS GRADING (TOWNHOME DEVELOPMENT)
PHASED DEVELOPMENT	TBD
FEMA FLOODPLAIN INFORMATION	MAP #3720072000K (DATED JULY 19, 2022) - PROJECT IS NOT WITHIN 100 YEAR FLOODPLAIN

PERMITTED USE:	
•	TOWNHOUSE
•	ACCESSORY APARTMENT
•	UTILITY, MINOR
•	PARK, ACTIVE
•	PARK, PASSIVE
•	GREENWAY
•	RECREATIONAL FACILITY, PRIVATE

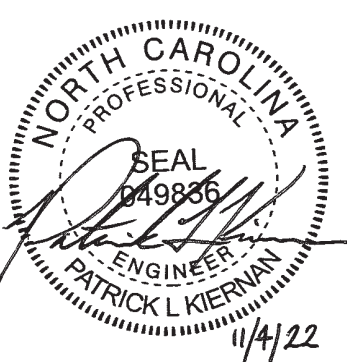
MINIMUM BUILDING SETBACKS - TOWNHOMES	
FRONT	15'
REAR	15'
SIDE (END UNITS)	5'
SIDE (CORNER UNITS)	10'
BUILDING TO BUILDING	10'
FROM BUFFER/RCA	10' FOR BUILDINGS, 5' FOR PARKING
NOTE: MINIMUM DRIVEWAY LENGTH IS 20', MEASURED FROM BACK EDGE OF SIDEWALK TO GARAGE.	

PD PLAN - DRAWING SHEET INDEX	
1	COVER SHEET
2	PRELIMINARY LAYOUT PLAN
3	EXISTING CONDITIONS PLAN
4	PRELIMINARY UTILITY PLAN



PRELIMINARY PLANS
NOT FOR CONSTRUCTION

THIS SHEET IS FOR
ILLUSTRATIVE PURPOSES ONLY



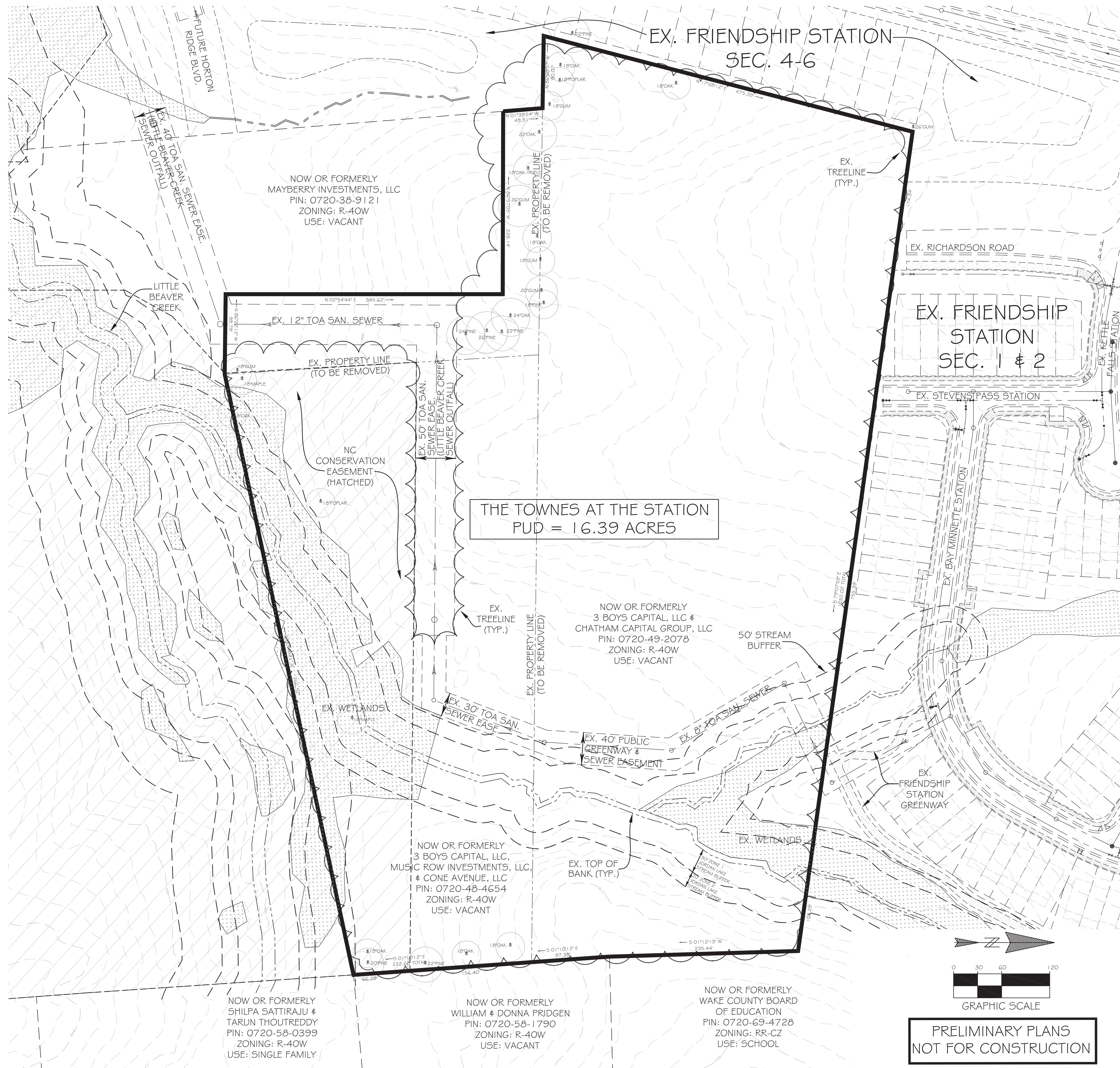
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DATE	AUGUST 1, 2022		
REVISION	9/9/22	PER	TRC
REVISION	10/14/22	PER	TRC
REVISION	11/14/22	PER	TRC
REVISION	11/14/22	PER	TRC
SHEET	1		
PROJECT	2150		

TOWN REQUIRED PUD NOTES:

1. PROTECTION FENCING MUST BE PLACED AWAY FROM ANY SAVED TREE ONE FOOT FOR EACH INCH OF TREE CALIPER. PROTECTION FENCING MUST BE PLACED AT LEAST 10 FEET AWAY FROM ANY OTHER DESIGNATED RESOURCE CONSERVATION AREA, SUCH AS BUT NOT LIMITED TO HISTORIC BUILDINGS AND STRUCTURES, WETLANDS, AND PONDS. PROTECTION FENCING MUST BE PLACED ALONG THE OUTSIDE LINE OF THE 100-YEAR FLOODPLAIN, AND THE OUTSIDE EDGE OF ANY RIPARIAN BUFFER. ADDITIONAL PROTECTION FENCING MAY BE REQUIRED IN OTHER LOCATIONS CLOSE TO CONSTRUCTION ACTIVITY WHERE IT IS DEEMED NECESSARY BY THE ZONING ENFORCEMENT OFFICER; SUCH AREAS MAY INCLUDE BUT ARE NOT LIMITED TO COMMON PROPERTY LINES OR NEAR PUBLIC AREAS (SIDEWALKS, ETC.).
2. SITE ELEMENTS REQUIRED TO SATISFY RECREATIONAL REQUIREMENTS SUCH AS BUT NOT LIMITED TO PLAY FIELDS AND GREENWAY TRAILS AND ITEMS TYPICALLY ASSOCIATED WITH THEM (BENCHES, TRASH CONTAINERS, SIGNS, ETC.) MUST MEET ANY APPLICABLE STANDARDS FOUND IN THE TOWN OF APEX STANDARD SPECIFICATIONS AND CONSTRUCTION DETAILS AND THE REQUIREMENTS OF THE TOWN OF APEX PARKS AND RECREATION DEPARTMENT.
3. ALL REQUIRED SITE ELEMENTS SHOWN WITHIN A PARTICULAR PHASE MUST BE INSTALLED BEFORE A FINAL CERTIFICATE OF OCCUPANCY MAY BE ISSUED FOR ANY BUILDING WITHIN THAT PHASE.
4. NO SIGNS ARE APPROVED AS PART OF A PUD-CZ PLAN APPROVAL. A SEPARATE SIGN PERMIT MUST BE OBTAINED.

NOTES:

1. BOUNDARY AND EXISTING CONDITIONS INFORMATION WAS TAKEN FROM A SURVEY COMPLETED BY SMITH & SMITH SURVEYORS.
2. TOPOGRAPHIC INFORMATION FOR THE SITE WAS TAKEN FROM NORTH CAROLINA SPACIAL DATA LIDAR.
3. THE SITE HAS BEEN EVALUATED FOR THE EXISTENCE OF WETLANDS AND STREAMS BY TERRACON CONSULTANTS, INC. THE LOCATION OF THESE ENVIRONMENTAL FEATURES INCLUDING STREAM BUFFERS ARE SHOWN AS SURVEYED.
4. THE TOWN OF APEX PROJECT ID FOR THIS BUFFER CALL IS 16-011.
5. NO FEMA MAPPED FLOODPLAIN EXISTS ON THIS PROPERTY PER FEMA MAP #3720072000K (DATED JULY 19, 2022).
6. THIS SITE IS LOCATED WITHIN THE PRIMARY WATERSHED PROTECTION OVERLAY DISTRICT.
7. THE AREA WITHIN THIS PUD IS CURRENTLY VACANT AND ENTIRELY WOODED, OTHER THAN THE CLEAR AND MAINTAINED PUBLIC UTILITY EASEMENTS.



THIS SHEET IS FOR ILLUSTRATIVE PURPOSES ONLY

PRELIMINARY PLANS NOT FOR CONSTRUCTION

Jones & Crossen
ENGINEERING, PLLC
Civil Engineering | Construction Management | Land Planning

221 N. SALEM ST.
SUITE 001
APEX, NC 27502
Office: 919-387-1174
Registration: P-0151
www.jonescrossen.com



THE TOWNES AT THE STATION
PLANNED UNIT DEVELOPMENT
WAKE COUNTY, NORTH CAROLINA
TOWN OF APEX
EXISTING CONDITIONS PLAN

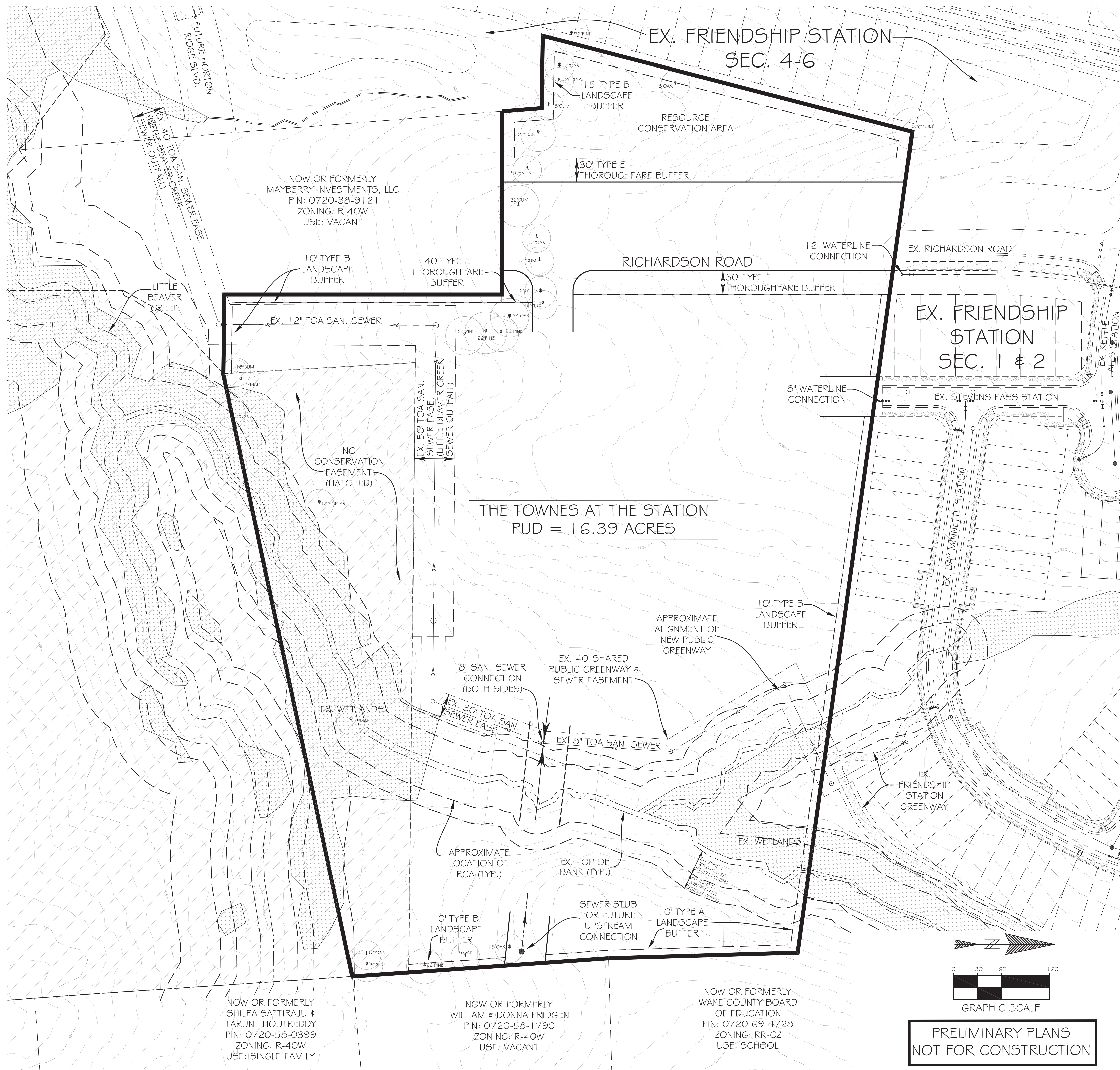
SCALE	1"=60'	DRAWN	PLK
DATE	AUGUST 1, 2022		
REVISION	9/9/22	PER	TRC
	10/14/22	PER	TRC
	11/14/22	BY/TC	SET
SHEET	3		
PROJECT	2152		

TOWN REQUIRED PUD NOTES:

1. PROTECTION FENCING MUST BE PLACED AWAY FROM ANY SAVED TREE ONE FOOT FOR EACH INCH OF TREE CALIPER. PROTECTION FENCING MUST BE PLACED AT LEAST 10 FEET AWAY FROM ANY OTHER DESIGNATED RESOURCE CONSERVATION AREA, SUCH AS BUT NOT LIMITED TO HISTORIC BUILDINGS AND STRUCTURES, WETLANDS, AND PONDS. PROTECTION FENCING MUST BE PLACED ALONG THE OUTSIDE LINE OF THE 100-YEAR FLOODPLAIN, AND THE OUTSIDE EDGE OF ANY RIPARIAN BUFFER. ADDITIONAL PROTECTION FENCING MAY BE REQUIRED IN OTHER LOCATIONS CLOSE TO CONSTRUCTION ACTIVITY WHERE IT IS DEEMED NECESSARY BY THE ZONING ENFORCEMENT OFFICER. SUCH AREAS MAY INCLUDE BUT ARE NOT LIMITED TO COMMON PROPERTY LINES OR NEAR PUBLIC AREAS (SIDEWALKS, ETC.).
2. SITE ELEMENTS REQUIRED TO SATISFY RECREATIONAL REQUIREMENTS SUCH AS BUT NOT LIMITED TO PLAY FIELDS AND GREENWAY TRAILS AND ITEMS TYPICALLY ASSOCIATED WITH THEM (BENCHES, TRASH CONTAINERS, SIGNS, ETC.) MUST MEET ANY APPLICABLE STANDARDS FOUND IN THE TOWN OF APEX STANDARD SPECIFICATIONS AND CONSTRUCTION DETAILS AND THE REQUIREMENTS OF THE TOWN OF APEX PARKS AND RECREATION DEPARTMENT.
3. ALL REQUIRED SITE ELEMENTS SHOWN WITHIN A PARTICULAR PHASE MUST BE INSTALLED BEFORE A FINAL CERTIFICATE OF OCCUPANCY MAY BE ISSUED FOR ANY BUILDING WITHIN THAT PHASE.
4. NO SIGNS ARE APPROVED AS PART OF A PUD-CZ PLAN APPROVAL. A SEPARATE SIGN PERMIT MUST BE OBTAINED.

NOTES:

1. BOUNDARY AND EXISTING CONDITIONS INFORMATION WAS TAKEN FROM A SURVEY COMPLETED BY SMITH & SMITH LAND SURVEYORS.
2. TOPOGRAPHIC INFORMATION FOR THE SITE WAS TAKEN FROM NORTH CAROLINA SPACIAL DATA LIDAR. THE SITE HAS BEEN EVALUATED FOR THE EXISTENCE OF WETLANDS AND STREAMS BY TERRAGON CONSULTANTS, INC. THE LOCATION OF THESE ENVIRONMENTAL FEATURES INCLUDING STREAM BUFFERS ARE SHOWN AS SURVEYED.
3. THE TOWN OF APEX PROJECT ID FOR THIS BUFFER CALL IS 16-011.
4. NO FEMA MAPPED FLOODPLAIN EXISTS ON THIS PROPERTY PER FEMA MAP #3720072000K (DATED JULY 19, 2022).
5. THIS SITE IS LOCATED WITHIN THE PRIMARY WATERSHED PROTECTION OVERLAY DISTRICT.
6. CONSTRUCTION VEHICLE PARKING SHALL BE LIMITED TO ONE SIDE OF THE ROAD (OPPOSITE OF FIRE HYDRANTS). SIGNS INDICATING "NO CONSTRUCTION VEHICLES THIS SIDE OF STREET" IN ENGLISH AND SPANISH.
7. ONCE THE FIRST LIFT OF ASPHALT IS PASSABLE BY VEHICLES, TEMPORARY STREET SIGNS ARE REQUIRED.
8. INSTALLATION OF SILT FENCE SHALL MAINTAIN 3' OF CLEARANCE AROUND FIRE HYDRANTS.
9. THE FUTURE LOCATIONS FOR WATER AND SEWER MAINS ARE APPROXIMATE AND SHALL BE DESCRIBED IN MORE DETAIL AT THE TIME OF MASTER PLANS. THESE UTILITY LOCATIONS ARE ILLUSTRATIVE TO SHOW CONNECTIONS AND SIZING.
10. ANY REQUIRED UTILITY CONNECTIONS TO SURROUNDING PROPERTIES AND PUBLIC RW SHALL BE ALLOWED THROUGH ALL PERIMETER BUFFERS.
11. CONTACT FOR TOWN OF APEX ELECTRIC UTILITIES IS RODNEY SMITH AT 919-249-3342.
12. THIS DEVELOPMENT SHALL USE FULL TOWN OF APEX SERVICES INCLUDING WATER, SEWER AND ELECTRICITY.
13. ALL UTILITY INFRASTRUCTURE SHALL MEET CURRENT TOWN OF APEX WATER AND SEWER MASTER PLANS.
14. ACCESS TO PUBLIC SANITARY SEWER SHALL BE PROVIDED TO UPSTREAM PROPERTIES ALONG NATURAL DRAWS WITHIN THE PROJECT BOUNDARY.
15. PLAN SHEETS ARE INTENDED FOR ILLUSTRATIVE USE ONLY.



THIS SHEET IS FOR ILLUSTRATIVE PURPOSES ONLY

NOW OR FORMERLY SHILPA SATTIRAJU & TARUN THOUTREDDY
PIN: 0720-58-0399
ZONING: R-40W
USE: SINGLE FAMILY

NOW OR FORMERLY WILLIAM & DONNA PRIDGEN
PIN: 0720-58-1790
ZONING: R-40W
USE: VACANT

NOW OR FORMERLY WAKE COUNTY BOARD OF EDUCATION
PIN: 0720-69-4728
ZONING: RR-CZ
USE: SCHOOL

PRELIMINARY PLANS NOT FOR CONSTRUCTION



SCALE	1"=60'	DRAWN	PLK
DATE	AUGUST 1, 2022		
REVISION	9/9/22	PER	TRC
	10/14/22	PER	TRC
	11/4/22	BY/TC	SET
SHEET	4		
PROJECT	2150		

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: December 13, 2022

Item Details

Presenter(s): Shelly Mayo, Planner II

Department(s): Planning

Requested Motion

Motion to set the Public Hearing for the January 10, 2023 Town Council meeting regarding Rezoning Application #22CZ20 The Preserve at Holt. The applicant, EarthCentric Engineering Inc., seeks to rezone approximately 4.9263 acres from Rural Residential (RR) to Medium Density Residential-Conditional Zoning (MD-CZ). The proposed rezoning is located at 1305 Holt Road.

Approval Recommended?

The Planning Department recommends approval.

Item Details

The property to be rezoned is identified as PIN 0743331106.

Attachments

- Vicinity Map
- Application



Montclair

Phillips Branch St

Elk River Dr

Holt Rd

Kenneth Ridge Ct

Flat Laurel St

The Courtyards on Holt

Raven Cliff St

Catlette St

Gilwood Dr

Middleton

Kirkstone Way

Rezoning #22CZ20



PETITION TO AMEND THE OFFICIAL ZONING MAP

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

Application #: 22CZ20 Submittal Date: 9/20/2022
Fee Paid: _____

Project Information

Project Name: The Preserve at Holt
Address(es): 1305 Holt Road
PIN(s): 0743-33-1106
Acreage: 4.9263
Current Zoning: RR Proposed Zoning: MD-CZ
Current 2045 LUM Classification(s): Medium Density Residential
Is the proposed rezoning consistent with the 2045 LUM Classification(s)? Yes No

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

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

Applicant Information

Name: EarthCentric Engineering Inc.
Address: 204 West Clay Street
City: Mebane State: NC Zip: 27302
Phone: 919-563-9041 E-mail: Shawn.Sidener@EarthCentric.com

Owner Information

Name: SRP Signature Homes, LLC
Address: 2025 Kirkhaven Road
City: Morrisville State: NC Zip: 27560-7121
Phone: 919-339-5072 E-mail: bsrajnc@gmail.com

Agent Information

Name: Raj Baksha
Address: 2025 Kirkhaven Road
City: Morrisville State: NC Zip: 27560-7121
Phone: 919-339-5072 E-mail: bsrajnc@gmail.com

Other contacts: Charles P. Koch, Design Engineer, Phil.Koch@EarthCentric.com, 919-563-9041

PETITION INFORMATION

Application #: 22CZ20 Submittal Date: 9/20/2022

An application has been duly filed requesting that the property described in this application be rezoned from RR _____ to MD-CZ _____. It is understood and acknowledged that if the property is rezoned as requested, the property described in this request will be perpetually bound to the use(s) authorized and subject to such conditions as imposed, unless subsequently changed or amended as provided for in the Unified Development Ordinance (UDO). It is further understood and acknowledged that final plans for any specific development to be made pursuant to any such Conditional Zoning shall be submitted for site or subdivision plan approval, as required by the UDO. Use additional pages as needed.

PROPOSED USES:

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

1	<u>Single Family Residential</u>	21	<u>_____</u>
2	<u>Botanical Gardens</u>	22	<u>_____</u>
3	<u>Greenway</u>	23	<u>_____</u>
4	<u>Park, active</u>	24	<u>_____</u>
5	<u>Park, passive</u>	25	<u>_____</u>
6	<u>Recreation facility, private</u>	26	<u>_____</u>
7	<u>_____</u>	27	<u>_____</u>
8	<u>_____</u>	28	<u>_____</u>
9	<u>_____</u>	29	<u>_____</u>
10	<u>_____</u>	30	<u>_____</u>
11	<u>_____</u>	31	<u>_____</u>
12	<u>_____</u>	32	<u>_____</u>
13	<u>_____</u>	33	<u>_____</u>
14	<u>_____</u>	34	<u>_____</u>
15	<u>_____</u>	35	<u>_____</u>
16	<u>_____</u>	36	<u>_____</u>
17	<u>_____</u>	37	<u>_____</u>
18	<u>_____</u>	38	<u>_____</u>
19	<u>_____</u>	39	<u>_____</u>
20	<u>_____</u>	40	<u>_____</u>

PETITION INFORMATION

Application #: 22CZ20 Submittal Date: 9/20/2022

PROPOSED CONDITIONS:

The applicant hereby requests that the Town Council of the Town of Apex, pursuant to the Unified Development Ordinance, approve the Conditional Zoning for the above listed use(s) subject to the following condition(s). Use additional pages as needed.

See attached sheet for special conditions and waivers.

LEGISLATIVE CONSIDERATIONS - CONDITIONAL ZONING

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

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

The project is consistent with the 2045 Land Use Map, no conditions related to this item is proposed.

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

The project is compatible with the Courtyards on Holt neighboring subdivision, in lot size, zoning, and density. See architectural conditions listed on attached sheet.

PETITION INFORMATION

Application #: 22CZ20 Submittal Date: 9/20/2022

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

No supplemental standards apply. This is a single-family detached home subdivision.

No conditions related to this item is proposed.

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

This design already minimizes adverse impacts, the density is well under what is allowed in MD (4 units proposed, 29 units maximum). It has a large are of natural open space area, and buffers against teh adjacent development. No additional conditions related to this item is proposed.

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

The design preserves more open space than is required, including a natural stream buffer. See attached sheet for full list of environmental conditions offered.

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

The design only adds 4 units on an almost 5 acres site. Minimal additional load is added to the roads, utilities, schools, and EMS. No additional conditions related to this item is proposed.

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

The design provides pedestrian sidewalk access to the public system and does not endanger the health, safety and welfare of town residents. No additional conditions related to this item is proposed.

PETITION INFORMATION

Application #: 22CZ20 Submittal Date: 9/20/2022

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

The design is not detrimental to adjacent properties. The zone, would be the same as the Courtyards, with larger lot sizes. Homes to be similar or greater in value. See attached full list of conditions placed on the project, including architectural commitments.

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

With a density far less than allowed and buffering to the adjacent neighborhood the project will not constitute any nuisances or hazards. No additional conditions related to this item is proposed.

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

See attached full list of conditions, with conditions that relate to setbacks, cul-de-sac length, CBU parking, and sidewalk access.



204 West Clay Street
Mebane, NC 27302
Phone: (919) 563-9041
Fax: (919) 304-3234

EarthCentric Engineering, Inc.

November 14, 2022

Additional Proposed Conditions for **The Preserve at Holt** (revised 11/14/2022)

1. The maximum number of single family detached units allowed shall be 4.
2. Front setbacks shall be 20'
3. The project shall extend the existing elk river drive right-of-way. The resulting extension will end in a cul-de-sac greater than 600' in length. (Note: the existing stub road is ~725 lf and if lengthened the cul-de-sac road length will be ~801 lf)
4. This project shall not provide the udo required 1 off-street parking space per cbu. The cbu shall be located outside of the public right-of-way and behind the public sidewalk. A public sidewalk shall connect all lots to the cbu location.
5. A 5' concrete sidewalk shall not be provided to the Holt Rd thoroughfare. Pedestrians will have sidewalk access to Holt Rd through The Courtyards on Holt subdivision & future greenway trail. This also serves to keep impervious surfaces to a min.
6. Developer shall dedicate right-of-way along Holt Road based on the ultimate 3-lane curb and gutter typical section on 80-foot right of way, 40 feet from roadway centerline along the entire property frontage.
7. The project shall provide a 20' type B landscape buffer between this site and The Courtyards on Holt.
8. The development shall provide public greenway easements as reflected on the Parks, Recreation, Greenways, and Open Space Master Plan.
9. The project shall have one (1) pet waste station in the community.
10. The project shall install one (1) sign to reduce pet waste in locations that are publicly accessible, such as adjacent to sidewalks, greenways, or side paths.
11. The project shall preserve a minimum of 50% of the existing tree canopy. Preserved areas may include, but are not limited to, RCA, perimeter buffers, riparian buffers and/or HOA maintained open space throughout the neighborhood.
12. A minimum of 75% of species native to the eastern U.S. shall be used to meet the landscape requirements for section 8.2 of the udo.
13. All single-family detached homes shall be pre-configured with conduit for a solar energy system.
14. A solar PV system with a minimum four-kilowatt (kw) capacity shall be installed on at least two (2) homes within the development. All solar installation required by this condition shall be completed or under construction prior to 75% of the building permits issued for the development. The lots on which these homes are located shall be identified on the master subdivision plat, which may be amended from time to time.
15. Warm season grasses for drought-resistance shall be used.
16. Vinyl siding is not permitted; however, vinyl windows, decorative elements & trim are permitted.
17. Roofs shall be pitched at 5:12 or greater for 75% of the building designs.
18. Eaves shall project at least 12 inches from the wall of the structure.
19. Garage doors shall have windows, decorative details, or carriage-style adornments.
20. A varied color palette shall be utilized on homes throughout the subdivision to include a minimum of three-color families for siding and shall include varied trim, shutter, and accent colors complementing the siding color.
21. House entrances for units with front-facing single-car garages shall have a prominent covered porch/stoop area leading to the front door.
22. The rear and side elevations of the units that can be seen from the right-of-way shall have trim around the windows.
23. Front porches shall be a minimum of 6 feet deep.

Insert legal description below.

**1305 Holt Road
Annexation
Town of Apex**

Beginning at a point, said point being the point and place of beginning and being an iron pipe found having NC Grid Coordinates of N 732793.0113 E 2043233.3030 and being N 88° 10' 25" E 3.95' from an iron pipe set in the right-of-way of Holt Road (State Road 1612), thence with said point of beginning S 86° 27' 23" W 69.61' to an iron pipe found, thence N 47° 29' 25" W 174.02' to an iron pipe found, thence N 79° 23' 17" W 104.24' to an iron pipe set, thence N 10° 32' 20" W 175.06' to an iron pipe found, thence N 37° 12' 27" W 321.25' to an iron pipe set, thence N 60° 36' 35" E 183.83' to an iron pipe found, thence S 57° 52' 21" E 134.27' to an iron pipe found, thence S 89° 48' 52" E 288.81' to an iron pipe set in the right-of-way of Holt Road, thence with said right-of-way S 03° 11' 34" W 579.09' to an iron pipe set in the right-of-way of Holt Road, thence S 88° 10' 25" W 3.95' to the point and place of beginning containing 4.92 acres or 214277 square feet as computed by the coordinate method.

AGENT AUTHORIZATION FORM

Application #: 22CZ20 Submittal Date: 9/20/2022

SRP Signature Homes, LLC is the owner* of the property for which the attached application is being submitted:

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

The property address is: 1305 Holt Road

The agent for this project is: _____

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

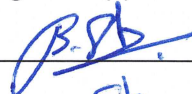
Agent Name: Raj Baksha, SRP Signature Homes, LLC

Address: 2025 Kirkhaven Road, Morrisville NC 27560

Telephone Number: 919-339-5072

E-Mail Address: bsrajnc@gmail.com

Signature(s) of Owner(s)*


Shanmugaraj Balshe
Type or print name

09/29/2022
Date

Type or print name Date

Attach additional sheets if there are additional owners.

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

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

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The agent for this project is: _____

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

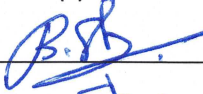
Agent Name: Charles P. Koch, EarthCentric Engineering Inc.

Address: 204 West Clay Street, Mebane NC 27302

Telephone Number: 919-563-9041

E-Mail Address: Phil.Koch@EarthCentric.com

Signature(s) of Owner(s)*


Shanmugaraj Balakrishnan
 Type or print name

09/29/2022
 Date

 Type or print name Date

Attach additional sheets if there are additional owners.

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Application #: 22CZ20

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

The property address is: 1305 Holt Road

The agent for this project is:

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


Agent Name: Shawn C. Sidener, EarthCentric Engineering Inc.

Address: 204 West Clay Street, Mebane NC 27302

Telephone Number: 919-563-9041

E-Mail Address: Shawn.Sidener@EarthCentric.com

Signature(s) of Owner(s)*


Shanmugaraj Balakrishna
Type or print name

09/29/2022
Date

Type or print name Date

Attach additional sheets if there are additional owners.

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

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AFFIDAVIT OF OWNERSHIP

Application #: 22CZ20

Submittal Date: 9/20/2022

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

- Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the sole owner, or is the authorized agent of all owners, of the property located at 1305 Holt Road, Apex NC 27523 and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").
- This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.
- If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated 04/13/2022, and recorded in the Wake County Register of Deeds Office on 04/13/2022, in Book 18990 Page 1587.
- If Affiant is the authorized agent of the owner(s) of the Property, Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).
- If Affiant is the owner of the Property, from the time Affiant was deeded the Property on 04/13/2022, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on 04/13/2022, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.
This the 29 day of September, 2022.

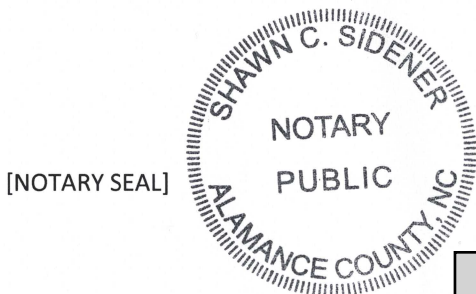
 (seal)

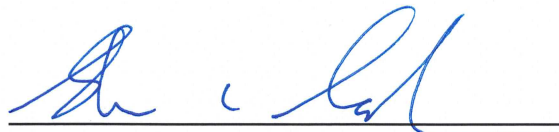
Shanmugaraj Baksha

Type or print name

STATE OF NORTH CAROLINA
 COUNTY OF Alamance

I, the undersigned, a Notary Public in and for the County of Alamance, hereby certify that Shanmugaraj Baksha, Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's NC Driver's Licence, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.





Notary Public
 State of North Carolina
 My Commission Expires: June 27th, 2026

NOTICE OF NEIGHBORHOOD MEETING

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

08/22/2022

Date

Dear Neighbor:

You are invited to a neighborhood meeting to review and discuss the development proposal at
 1305 Holt Road, Apex NC 27523 0743-33-1106

Address(es)

PIN(s)

in accordance with the Town of Apex Neighborhood Meeting procedures. This meeting is intended to be a way for the applicant to discuss the project and review the proposed plans with adjacent neighbors and neighborhood organizations before the submittal of an application to the Town. This provides neighbors an opportunity to raise questions and discuss any concerns about the impacts of the project before it is officially submitted. If you are unable to attend, please refer to the Project Contact Information page for ways to contact the applicant. Notified neighbors may request that the applicant provide updates and send plans via email or mail. Once an application has been submitted to the Town, it may be tracked using the [Interactive Development Map](#) or the [Apex Development Report](#) located on the Town of Apex website at <http://www.apexnc.org/180/Planning-Community-Development>.

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

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

*Quasi-Judicial Public Hearing: The Board of Adjustment cannot discuss the project prior to the public hearing.

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

Rezoning of a 4.9263 acre property with a single dwelling unit on it from the RR zone to the MD-CU zone to allow for the development of a four (4) lot subdivision.

Estimated submittal date: October 1st, 2022

MEETING INFORMATION:

Property Owner(s) name(s): SRP Signature Homes, LLC

Applicant(s): EarthCentric Engineering Inc.

Contact information (email/phone): Shawn.Sidener@EarthCentric.com // 919-563-9041

Meeting Address: Virtual Zoom Meeting (see separate page for joining information)

Date/Time of meeting**: Wednesday, September 14, 2022 from 5:30pm to 7:30 pm

Welcome: ~5:30 pm Project Presentation: ~5:40 pm Question & Answer: ~6:00 pm

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

Shawn Sidener

Subject: Zoom Meeting: The Preserve at Holt
Location: <https://us02web.zoom.us/j/88112084858>

Start: Wed 9/14/2022 5:30 PM
End: Wed 9/14/2022 7:30 PM

Recurrence: (none)

Meeting Status: Accepted

Organizer: Phil Koch

Required Attendees: Shawn Sidener

Optional Attendees: Raj; Randolph Voller

zmMeetingNum: 88112084858

You are invited to a Neighborhood Meeting to discuss the above referenced development. This subdivision, to be constructed at the end of Elk Rive Drive, will consist of 4 single family homes located at the end of a short extension of the existing roadway. This is an informational meeting and will be recorded for use by the Developer and City Staff.

Join Zoom Meeting

<https://us02web.zoom.us/j/88112084858>

Meeting ID: 881 1208 4858

One tap mobile

+13126266799,,88112084858# US (Chicago)

+16469313860,,88112084858# US

Dial by your location

+1 312 626 6799 US (Chicago)

+1 646 931 3860 US

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

+1 309 205 3325 US

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 386 347 5053 US

+1 564 217 2000 US

+1 669 444 9171 US

+1 669 900 6833 US (San Jose)

+1 719 359 4580 US

Meeting ID: 881 1208 4858

Find your local number: <https://us02web.zoom.us/u/kbviwYqp43>

PROJECT CONTACT INFORMATION

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

Development Contacts:

Project Name: The Preserve at Holt Zoning: MD-CU

Location: 1305 Holt Road, Apex NC 27523

Property PIN(s): 0743-33-1106 Acreage/Square Feet: 4.9263 acres

Property Owner: SRP Signature Homes, LLC

Address: 2025 Kirkhaven Road

City: Morrisville State: NC Zip: 27560

Phone: 919-339-5072 Email: bsrajnc@gmail.com

Developer: SRP Signature Homes, LLC

Address: 2025 Kirkhaven Road

City: Morrisville State: NC Zip: 27560

Phone: 919-339-5072 Fax: _____ Email: bsrajnc@gmail.com

Engineer: EarthCentric Engineering Inc.

Address: 204 West Clay Street

City: Mebane State: NC Zip: 27302

Phone: 919-563-9041 Fax: 919-304-3234 Email: Shawn.Sidener@EarthCentric.com

Builder (if known): Unknown

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

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

Town of Apex Department Contacts	
Planning and Community Development Department Main Number (Provide development name or location to be routed to correct planner)	(919) 249-3426
Parks, Recreation & Cultural Resources Department Angela Reincke, Parks and Greenways Planner	(919) 249-7468
Public Works - Transportation Russell Dalton, Traffic Engineering Manager	(919) 249-3358
Water Resources Department Jessica Bolin, Environmental Engineering Manager (Stormwater, Sedimentation & Erosion Control)	(919) 249-3537
James Gregg, Utility Engineering Manager (Water & Sewer)	(919) 249-3324
Electric Utilities Division Rodney Smith, Electric Technical Services Manager	(919) 249-3342

Providing Input to Town Council:

Each Town Council meeting agenda includes a Public Forum time when anyone is permitted to speak for three (3) minutes on any topic with the exception of items listed as Public Hearings for that meeting. The Town Council meets on the 2nd and 4th Tuesdays of each month at 6:00 p.m. (except for holidays, see schedule of meetings at <http://www.apexnc.org/838/Agendas-Minutes>). You may also contact Town Council by e-mail at AllCouncil@apexnc.org.

Private Agreements and Easement Negotiation:

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

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

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

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

Documentation:

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

COMMON CONSTRUCTION ISSUES & WHO TO CALL

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

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

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

Construction Traffic: James Misciagno 919-372-7470

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

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

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

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

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

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

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

Dirt on Properties or in Streams: James Misciagno 919-372-7470 Danny Smith Danny.Smith@ncdenr.gov

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

Dust: James Misciagno 919-372-7470

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

Trash: James Misciagno 919-372-7470

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

Temporary Sediment Basins: James Misciagno 919-372-7470

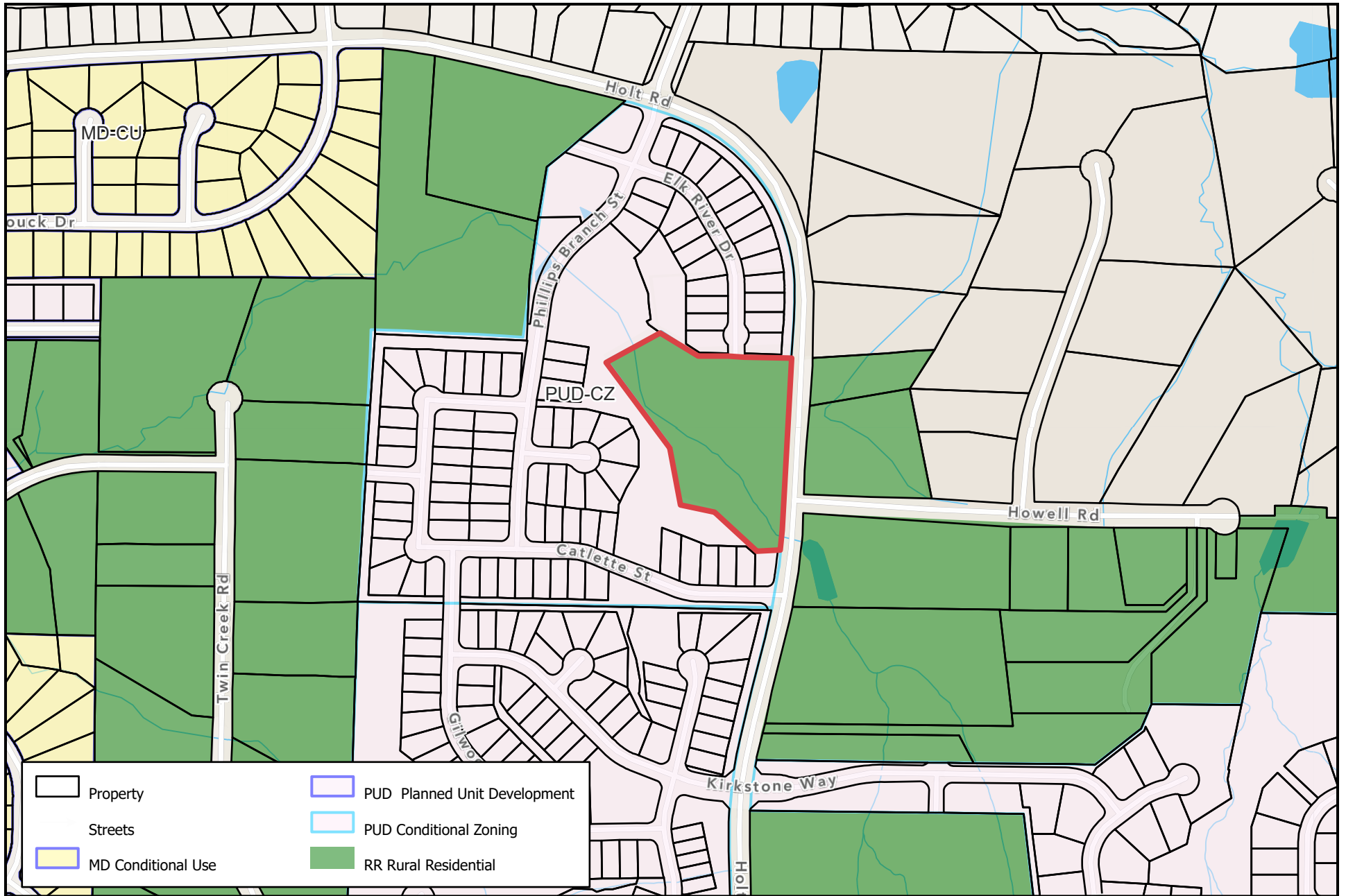
Temporary sediment basins during construction (prior to the conversion to the final stormwater pond) are often quite unattractive. Concerns should be reported to James Misciagno at 919-372-7470 so that he can coordinate the cleaning and/or mowing of the slopes and bottom of the pond with the developer.

Stormwater Control Measures: Jessica Bolin 919-249-3537

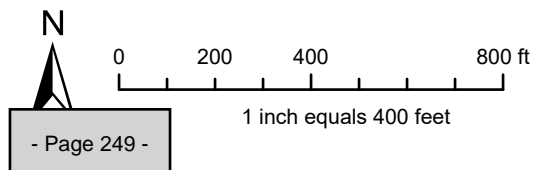
Post-construction concerns related to Stormwater Control Measures (typically a stormwater pond) such as conversion and long-term maintenance should be reported to Jessica Bolin at 919-249-3537.

Electric Utility Installation: Rodney Smith 919-249-3342

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



Vicinity & Zoning Map



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

SHAWN C. SIDENER
401 SHORT STREET
HAW RIVER, NC 27258

ABERNATHY, MICHAEL C
ABERNATHY, JANET K
375 PHILLIPS BRANCH ST
APEX NC 27523-3716

AMICK, ELLIOTT W JR TRUSTEE
AMICK, MARION R TRUSTEE
1325 ELK RIVER DR
APEX NC 27523-3714

ANNAB, LINDA J
OSAMA H ANNAB
1300 TUMBLESTONE CT
APEX NC 27523-3732

ARNOLD, JOHN JOSEPH TRUSTEE
ARNOLD, TINA M DEANG TRUSTEE
1320 HOLT RD
APEX NC 27523-9433

BOTZ, VIRGINIA ANNE TRUSTEE
ADAMS, DONNA BOTZ TRUSTEE
1320 ELK RIVER DR
APEX NC 27523-3714

BRADEN, DONALD
1321 ELK RIVER DR
APEX NC 27523-3714

BRODBECK, HOWARD D TRUSTEE
BRODBECK, CHERYL A TRUSTEE
405 PHILLIPS BRANCH ST
APEX NC 27523-3717

CATTANO, DEBRA A
1312 HOLT RD
APEX NC 27523-9433

COOK, JOE M JR
COOK, GLORIA F
1400 FLAT LAUREL ST
APEX NC 27523-3715

CRADDOCK, CHARLES M
CRADDOCK, MARLEY W
1301 TUMBLESTONE CT
APEX NC 27523-3732

EPCON HOLT ROAD LLC
500 STONEHENGE PKWY
DUBLIN OH 43017-7572

FERSCH, KENNETH E
FERSCH, JUDY H
1220 HOLT RD
APEX NC 27523-5890

FORD, DENNIS CARLTON
FORD, STEPHANIE HITCHCOCK
409 PHILLIPS BRANCH ST
APEX NC 27523-3717

GARR, ARMANDO
GARR, KAREN ANN
1339 ELK RIVER DR
APEX NC 27523-3714

GIBSON, DELORIS LEA
GIBSON, ROBERT ALLEN
1425 HOLT RD
CARY NC 27519-5891

GINSBURG, LAWRENCE J TRUSTEE
GINSBURG, KAREN B TRUSTEE
1324 ELK RIVER DR
APEX NC 27523-3714

HARVEY, TAMMY PASCHAL
1333 ELK RIVER DR
APEX NC 27523-3714

HUANG, SHAOHUA
HUANG, BIYING
201 HOWELL RD
APEX NC 27523-3805

KAZAZIAN, RICHARD
KAZAZIAN, REGINA
204 HOWELL RD
APEX NC 27523-9431

KEEFE, ARTHUR
KEEFE, KERBY
1334 ELK RIVER DR
APEX NC 27523-3714

MARTHINSEN, CONSTANCE J
1314 TUMBLESTONE CT
APEX NC 27523-3732

MATTINA, CHARLES ANTHONY
DORAN, KIM LEVINE
1328 ELK RIVER DR
APEX NC 27523-3714

MIDDLETON OWNERS ASSOCIATION INC
PPM INC
11010 RAVEN RIDGE RD
RALEIGH NC 27614-8837

MITCHELSON, FERNIE
MITCHELSON, JOHN
405 ROWANWOOD WAY
APEX NC 27523-9327

MUTHURAMALINGAM, PRATHESH SANTH
PARTHIBAN, SATHYA SANTHANAM
401 ROWANWOOD WAY
APEX NC 27523-9327

PACCHIOLI, STEPHEN
PACCHIOLI, BEVERLY LULIS
1342 ELK RIVER DR
APEX NC 27523-3714

PALAKODETY, SIVA KUMAR
PALAKODETY, VEENA
1324 HOLT RD
APEX NC 27523-9433

PEARCE, BERNIE P
AGNEW, CHRISTIE J
1305 TUMBLESTONE CT
APEX NC 27523-3732

PURVIS, SANDRA MAGUIRE
PURVIS, JOSEPH DIXON III
1351 ELK RIVER DR
APEX NC 27523-3714

SRP SIGNATURE HOMES LLC
2025 KIRKHAVEN RD
MORRISVILLE NC 27560-7121

TEMPRILE, TONY
TEMPRILE, ALISON
1347 ELK RIVER DR
APEX NC 27523-3714

TENENBAUM, MARTIN
TENENBAUM, ELLEN
1329 ELK RIVER DR
APEX NC 27523-3714

THOMAS, DONALD E
THOMAS, GWEN L
1357 ELK RIVER DR
APEX NC 27523-3714

TOWER, DANA L
1336 CATLETTE ST
APEX NC 27523-3713

VILLANO, GARY
VILLANO, MARY
413 PHILLIPS BRANCH ST
APEX NC 27523-3717

VOORHEIS, JEFFREY FRED
VOORHEIS, LYDIA RUGER
1338 ELK RIVER DR
APEX NC 27523-3714

YXF LLC
SALEM ST REALTY
301 N SALEM ST STE 100
APEX NC 27502-2469

APEX TOWN OF
PO BOX 250
APEX NC 27502-0250

Current Tenant
1305 Holt RD
APEX NC 27523

Current Tenant
1313 Holt RD
APEX NC 27523

Current Tenant
409 Phillips Branch DR
APEX NC 27523

Current Tenant
413 Phillips Brach ST
APEX NC 27523

Current Tenant
400 Rowanwood WAY
APEX NC 27523

Current Tenant
1315 Tumblestone CT
APEX NC 27523

Current Tenant
1308 Tumblestone CT
APEX NC 27523

Current Tenant
1309 Tumblestone CT
APEX NC 27523

Current Tenant
1318 Tumblestone CT
APEX NC 27523

Current Tenant
1304 Tumblestone CT
APEX NC 27523

NEIGHBORHOOD MEETING SIGN-IN SHEET

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

Meeting Address: Zoom Meeting

Date of meeting: 09/14/2022 Time of meeting: 5:30 PM - 7:30 PM

Property Owner(s) name(s): SRP Signature Homes, LLC

Applicant(s): EarthCentric Engineering Inc.

Please print your name below, state your address and/or affiliation with a neighborhood group, and provide your phone number and email address. Providing your name below does not represent support or opposition to the project; it is for documentation purposes only. For virtual meetings, applicants must include all known participants and request the information below.

	NAME/ORGANIZATION	ADDRESS	PHONE #	EMAIL	SEND PLANS & UPDATES
1.	Charles P. Koch, EarthCentric Engineering Inc.	204 West Clay Street, Mebane NC 27302			
2.	Shawn C. Sidener, EarthCentric Engineering Inc.	204 West Clay Street, Mebane NC 27302			
3.	John Fitzgerald	426 Phillips Branch Street, Apex NC 27523			
4.	Joe & Sandy Purvis	1351 Elk River Dr			
5.	Mary& Gary Villano	413 Phillips Branch St, Apex NC 27523			
6.	Donald Braden	1321 Elk River Dr (lot 76)			
7.	Stephen & Beverly Pacchiolo	1342 Elk River Dr			
8.	Sharon & Jim Berenson				
9.	Steve & Carrie Roberts	501 W Williams St, #2287, Apex NC 27502			
10.	Donald Thomas	1357 Elk River Dr			
11.	Donald & Mary Perlmutter	1362 Elk River Dr			
12.	Karen & Armando Garr	1339 Elk River Dr, Apex NC 27523			
13.	Tony & Alison Temprile	1347 Elk River Dr, Apex NC 27523			
14.	Janice & Don Azevedo	1358 Elk River Dr			

Use additional sheets, if necessary.

NEIGHBORHOOD MEETING SIGN-IN SHEET

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	NAME/ORGANIZATION	ADDRESS	PHONE #	EMAIL	SEND PLANS & UPDATES
15.	Larry & Karen Ginsburg	1324 Elk River Dr.			
16.	Ellen & Martin Tenenbaum	1329 Elk River Dr, Apex			
17.	Tony Bugel	1315 Tumblestone Ct, Apex			
18.	Jeremy Reynolds	Advisor for 76/1321 Elk River Dr			
19.	Charles & Marley Craddock	1301 Tumblestone Ct			
20.	Bonnie Barefoot	1350 Elk River Dr			
21.	Randolph Voller	Developers Consultant			
22.	Meredith				
23.	Chuck Ma				
24.	Gwen				
25.	Raj Baksha	Developer			
26.	Joe Cook				
27.	User Ms S21				
28.	Steven Lamb				

Use additional sheets, if necessary.

SUMMARY OF DISCUSSION FROM THE NEIGHBORHOOD MEETING

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Property Owner(s) name(s): SRP Signature Homes, LLC

Applicant(s): EarthCentric Engineering Inc.

Contact information (email/phone): Shawn.Sidener@EarthCentric.com 919-563-9041

Meeting Address: Zoom Meeting

Date of meeting: 09/14/2022

Time of meeting: 5:30PM - 7:30PM

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

Question/Concern #1:

Construction Damage Concern.

Applicant's Response:

Take pictures prior to construction, if contractors damage they will be responsible to fix. Talk with City about any damage that occurs. Please refer to the list of common construction problems that was included in your meeting invite. The town and developer will work out how construction damage is repaired.

Question/Concern #2:

Can the sewer easement between lots 2 & 3 be moved to run under the greenway, & allow the housing development on 2 to provide more buffer to lot 76 of COH? Lot 76 paid a significant premium for this lot to not have a house directly beside it.

Applicant's Response:

Sewer is run in a manner that best works for the City. We looked at that earlier in the project and it didn't work out well, but we will take another look at it. Additionally storm is going to be running down this path as well. We will look at trying to create more space on lot 2.

Question/Concern #3:

Please describe the 4 structures.

Applicant's Response:

Single family homes, elevation drawings are still be finalized. They could be sent out at a later date. Two car garages are what is currently being considered. Homes should be complimentary to the Courtyards.

Question/Concern #4:

Concerned about construction traffic & completion of final paving of Elk River Dr. Will this cause a delay in that?

Applicant's Response:

We doubt it would effect that timing, but can't answer that for certain. Check with Epcon.

SUMMARY OF DISCUSSION FROM THE NEIGHBORHOOD MEETING

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Applicant(s): EarthCentric Engineering Inc.

Contact information (email/phone): Shawn.Sidener@EarthCentric.com 919-563-9041

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Question/Concern #5:

Are the green dotted lines inside of each property line just the setback, or does that represent the "yard" space (meaning, every tree will be cut down inside of these green dashed lines)?

Applicant's Response:

All trees will not necessarily be cleared within the setbacks, but they would be at risk. We will save all the trees we can.

Question/Concern #6:

What is the projected timeline for the infrastructure?

Applicant's Response:

Would like to start next summer, but hard to say, since we are real early in the process.

Question/Concern #7:

Who will maintain the right of way?

Applicant's Response:

After construction the right-of-ways will belong to the city.

Question/Concern #8:

Will there be more trees planted as a buffer from existing houses on Elk river?

Applicant's Response:

The buffers will require planting if existing trees can't be preserved.

SUMMARY OF DISCUSSION FROM THE NEIGHBORHOOD MEETING

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Applicant(s): EarthCentric Engineering Inc.

Contact information (email/phone): Shawn.Sidener@EarthCentric.com 919-563-9041

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Question/Concern #9:

Who would be responsible for all potential damages from construction?

Applicant's Response:

Report any damage concerns to the City and they will handle responsibilities.

Question/Concern #10:

Can you identify who is on the Council that makes the final approval?

Applicant's Response:

City council members can be found on the cities website.

Question/Concern #11:

Why not just connect to existing greenway via courtyard at Holt.

Applicant's Response:

The city gave us the location of the greenway trail. For some reason the Courtyards greenway does not connect to the property line. Please check with the city on how to tie these together.

Question/Concern #12:

Once houses are occupied, will Elk River Drive become a school bus route?

Applicant's Response:

Unknown, but with only 4 new houses, I would think these children would have to go to the nearest current bus stop.

SUMMARY OF DISCUSSION FROM THE NEIGHBORHOOD MEETING

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Applicant(s): EarthCentric Engineering Inc.

Contact information (email/phone): Shawn.Sidener@EarthCentric.com 919-563-9041

Meeting Address: Zoom Meeting

Date of meeting: 09/14/2022 Time of meeting: 5:30PM - 7:30PM

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Question/Concern #13:

A packet of info was NOT sent to everyone.

Most of us heard about this from others in the community.

Applicant's Response:

Information packets were sent to everyone on the list provided by the city. If you heard about this meeting from others in the community, you would not have gotten a packet. If you would like a package please indicate so in the chat.

Question/Concern #14:

What is the proposal about the water drainage behind the properties?

Applicant's Response:

Drainage will have to run between lots 2 and 3 and discharge to the stream.

Question/Concern #15:

Prior to development of COH and POH, there were at least 4 driveways with direct access to Holt.

Why not use the existing driveway as access to the four houses?

Applicant's Response:

Driveway access and roadway access are not equivalent. DOT does not want another road access at this location. Elk River was always intended to be extended, you can see that in the way it was constructed to the property line. If connected to Holt it would likely loop from Elk River to Holt.

Question/Concern #16:

It will be very important to get storm water management right.

Applicant's Response:

That is why we want to do a low impact development. It reduces the impervious, reduces the stormwater runoff, and preserves more trees.

SUMMARY OF DISCUSSION FROM THE NEIGHBORHOOD MEETING

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Property Owner(s) name(s): SRP Signature Homes, LLC

Applicant(s): EarthCentric Engineering Inc.

Contact information (email/phone): Shawn.Sidener@EarthCentric.com 919-563-9041

Meeting Address: Zoom Meeting

Date of meeting: 09/14/2022 Time of meeting: 5:30PM - 7:30PM

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

Question/Concern #17:

Who decided not to build the greenway at this time?

Applicant's Response:

The developer has been working with the Town on the greenway plan & has agreed to pay the fee in lieu & dedicate the area. The Town will then use the funds and land to make the improvements. By working together the community and the developer can potentially get Apex to commit to a timeframe to make any improvements to the greenway.

Question/Concern #18:

Is it correct that replacement trees will be a 1.5" caliper to replace the large trees 12" that are cut down ?

Applicant's Response:

That was a recommendation from the Environmental Review Board, but we have not committed to that standard yet. It is not a requirement.

Question/Concern #19:

Is it Apex decision not to build a sidewalk along Holt Rd at this time, and is there a timeframe for this ?

Applicant's Response:

Because we are a small development, we typically do not have to construct road frontage improvements. The sidewalk really needs to be built at the same time as the roadway improvements to avoid a grading discrepancy. Both HOAs should work with the City to see if they have a timeline for Holt Road improvements.

Question/Concern #20:

How many trees will be cut down in the stream buffer protected area to put in the long greenway and sewer ?

Applicant's Response:

A number of trees will be removed for the sewer easement, but the greenway easement is snaked around the existing trees.

SUMMARY OF DISCUSSION FROM THE NEIGHBORHOOD MEETING

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

Property Owner(s) name(s): SRP Signature Homes, LLC

Applicant(s): EarthCentric Engineering Inc.

Contact information (email/phone): Shawn.Sidener@EarthCentric.com 919-563-9041

Meeting Address: Zoom Meeting

Date of meeting: 09/14/2022 Time of meeting: 5:30PM - 7:30PM

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

Question/Concern #21:

Where has this builder built before?

Applicant's Response:

This is the first community for this developer. Tee developer intends to live in one of these houses.

Question/Concern #22:

What are the plans to provide street cleaning for Elk River?

Applicant's Response:

There are no plans that we are aware of for regular street cleaning. If you want to report excessive dirt on the roads refer to your city notification list that mailed out for this meeting. Unfortunately there will be some dirt and dust as this is the nature of construction. We plan to do the best we can with the Erosion Control measures.

Question/Concern #23:

I was lead to believe from Raj several month ago that only 3 homes were going to be built to help protect the environment.

Applicant's Response:

Raj stated that he intends to build 3 homes ASAP and the 4th one may take longer ... as of now.

Question/Concern #24:

On the information we received it mentions rezoning What is it zoned for now and what is the new zoneing going to be?

Applicant's Response:

Current zone is RR (Residential Rural) and we are seeking a rezoning to MD (Medium Density) which is the same zone as the Courtyards. Note due to the overall size of the lot, out density would be similar to RR, even though the lot sizes are closer to MD.

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Question/Concern #25:

Raj, I am very concerned about keeping as much space / privacy between our homes as possible.

Applicant's Response:

Raj indicated that he will try to address it as much as he can through landscaping.

Additionally, we will look at getting as much separation as possible between the houses.

Question/Concern #26:

From Petition, A premium was paid by residents to live in a 55+ community. Benefits will be lost by having another community access the same roads. Desire a connection to Holt.

Applicant's Response:

Elk River is a public street with public access. Directly connection to Holt is against the wishes of the NCDOT and would be a more dangerous access point than through Elk River. Elk River was always supposed to extend to this property, as it was built to the property line with a temporary cul-de-sac instead of permanent design.

Question/Concern #27:

From Petition, Sidewalk traffic through the Courtyards would negatively effect the 55+ community. Why not build a direct connect to Holt.

Applicant's Response:

Sidewalks through the Courtyards are public. Adding just 80' of road and 4 homes will not greatly effect the amount of pedestrian traffic throug the Courtyards. Once the greenway trail is constructed it will access Holt and the Courtyard residences will want to use that then. Less sidewalk is also less impervious.

Question/Concern #28:

From Petition, Request for more buffer between the properties.

Applicant's Response:

10' buffer is required and provided + the 10' buffer already on the Courtyards for a combined vegetative buffer of 20'

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Question/Concern #29:

From Petition, Accessory dwelling units may impact property values.

Applicant's Response:

We are not showing any ADU, and do not want them. This condition was a recommendation from the City.

No ADUs means less impervious and this project does not have a very high impervious limit. Developer will remove this condition from the plan, but neighbors need to be aware that it might come back in discussions with the City.

Question/Concern #30:

From petition, Concern about construction traffic. Can construction traffic come off Holt Road

Applicant's Response:

We think the infrastructure traffic might be able to come from Holt Road and we will design it that way initially.

During home construction though the construction traffic will be accessing from Elk River. Do note that this is subject to review and approval from the City though.

Question/Concern #31:

From petition, Dimensional Standards concern.

Applicant's Response:

We will meet the City standards for MDR.

Question/Concern #32:

From petition, Clarify why the Holt Road improvements are not required.

Applicant's Response:

Subdivisions of 4 lots or less are not required to provide frontage improvements. We do not anticipate doing any frontage improvements, other than the dedication of right-of-way.

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Question/Concern #33:

From petition, Tree canopy concern that too many trees are being removed.

Applicant's Response:

We are committing more than what was recommended by the environmental review board. Environmental review board recommended 40%, we committed to 50%, but will likely preserve even more than that.

Question/Concern #34:

From petition, concern about loss of privacy fence.

Applicant's Response:

You will maintain your privacy fence, except in the area of the right-of-way.

Question/Concern #35:

Recommend making a connection between the two HOAs to discuss concerns. Further communication is desired.

Applicant's Response:

We will recommend the developer will reach out and form a small group of people for on-going communication.

Question/Concern #36:

Rain water concern about the current ponds filling up.

Applicant's Response:

All of the storm from even beyond this site drains through the stream and goes into that system. We will be staying under 12% impervious to limit how much stormwater gets to down stream problem areas.

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Question/Concern #37:

We have a 55+ community, what guarantee do we have that kids won't be in our neighborhood.

Will you have age restrictions on your neighborhood.

Applicant's Response:

You live on public streets with public sidewalks. This is only 4 homes. It is unlikely there will be lots of kids running around. We are not planning any age restrictions. Grandkids are already in the neighborhood, they just don't live there. Note that anyone can be on those public streets and sidewalks now.

Question/Concern #38:

We have height concerns. Is there a variance for 40'?

Applicant's Response:

We are not asking for any height variances. 40' is maximum allowed for structures in the MD zone.

We are intending to do 2 stories with possible basements. The typical heights for 1, 2, and 3 story homes was entered into the chat. We do not have elevation views to show at this time.

Question/Concern #39:

Applicant's Response:

Question/Concern #40:

Applicant's Response:

Shawn Sidener

From: Shawn Sidener
Sent: Friday, August 26, 2022 10:32 AM
To: Phil Koch
Subject: FW: Preserve at Holt project

See below from Holt Road Neighbors

Shawn C. Sidener
Office Manager, CAD Drafter
EarthCentric Engineering, Inc.

204 West Clay Street
Mebane, NC 27302-2436

Office: 919-563-9041
Fax: 919-304-3234

From: Dennis and Stephanie Ford <ford409@spectrum.net>
Sent: Friday, August 26, 2022 10:20 AM
To: 'Charles Craddock' <sascec@gmail.com>
Cc: 'John Fitzgerald' <john.fitzgerald4440@gmail.com>; 'Vincent Iamunno' <viamunno33@gmail.com>; 'Voorheis Lydia' <jeff.voorheis@gmail.com>; Shawn Sidener <Shawn.Sidener@EarthCentric.com>
Subject: RE: Preserve at Holt project

Hello Charles:

I received my packet this morning and reviewed the information. I feel for those folks on Elk River Drive that thought they would be finished with construction traffic and messy roads. I hope that at least that part of our community goes to the meeting or is part of it through zoom. The problems I see you have already mentioned but the road is another. When Epcon finishes I think that they will be required to place the 2nd and final layer of asphalt on all of our roads. That last layer of asphalt should be completed before all of the approvals are granted for construction to begin. Once that is done, I assume the bond they posted would be released by the Town of Apex. Will the new developer be required to not only post bond for his new roads, but will they be required to post a bond to fix our community roads if damage occurs. With the weight of these trucks, you have to expect damage so who makes those repairs - the Town of Apex or the developer?

Also, with dust flying during construction our HOA power washes homes - or at least we are scheduling that power washing. Should we consider that expense to be compensated? What is Epcon's view of this project since I understand they originally thought about this project area as being part of our community. Will the developer want to place a sign (Preserve at Holt) at the entrance off of Holt Road near our signs or does he plan to place one near the dead end of Elk River?

A lot to be concerned with since we all were hoping that we would have some peace and quiet from construction after the end of the year. Here we go again with red clay dust and noise and the disturbing of natural areas that causes critters to move about - specifically snakes. Tuesday and Wednesday night - each night - while walking my dog toward the causeway 2 snakes each night were crossing the concrete walk just down from my neighbor's home - Howard. All of the construction and the time of year where snakes give birth has them moving about at night. Now more ground shaking.

Dennis Ford

From: "Charles Craddock"

To: "John Fitzgerald", "Vincent Iamunno", "Dennis and Stephanie Ford", "Voorheis Lydia"

Cc:

Sent: Friday August 26 2022 7:03:14AM

Subject: Preserve at Holt project

Shawn, we received the info packet about the upcoming construction project, The Preserve at Holt and wanted to know a few things before we meet as a community to discuss.

- 1) Can you provide the plot plan for the subdivision in pdf form? The printout sent is difficult to read as it is very small,
- 2) Can you provide the report for the environmental impact of the stream buffer affected by the project or the contact info for the engineer to perform that study?
- 3) Can you tell us what, if any, service utilities would be extended from the adjacent Epcor development? It appears that the sewer connection uses the same line that services our neighborhood; does the storm water runoff also feed our BMP structures?
- 4) What is the status of the proposed greenway spur that connects this new project to our existing greenway system? Can you explain the notation about that on the plans?

Thank you for your assistance.

--

Charles Craddock

1301 Tumblestone Court

Shawn Sidener

From: Shawn Sidener
Sent: Tuesday, September 6, 2022 10:43 AM
To: Charles Craddock
Subject: RE: Preserve at Holt project

We do not, The NCDOT does not want access to Holt Road, since there is a safer public alternative.

Shawn C. Sidener
Office Manager, CAD Drafter
EarthCentric Engineering, Inc.

204 West Clay Street
Mebane, NC 27302-2436

Office: 919-563-9041
Fax: 919-304-3234

From: Charles Craddock <sascec@gmail.com>
Sent: Tuesday, September 6, 2022 10:37 AM
To: Shawn Sidener <Shawn.Sidener@EarthCentric.com>
Subject: Re: Preserve at Holt project

Shawn one last question. Do you have an alternate plot plan showing an exit onto Holt Road?

On Mon, Aug 29, 2022 at 9:52 AM Shawn Sidener <Shawn.Sidener@earthcentric.com> wrote:

Note this project is in the very beginning stages of design and all elements have not fully been fleshed out yet. Note that as this project proceeds through review and approvals with the city, the layout shown here could change in response to comments received. In response to your specific questions.

1. The construction entrance for this project will likely be from Elk River Drive. It is possible we could use the existing driveway on Holt Road for infrastructure construction, but I imagine the city would prefer it being off Elk River Drive, because that is safer. That said all construction materials and equipment could be delivered without damage to the road. Existing conditions and post construction conditions would have to be documented and if damage occurs the City would likely require it to be repaired. As the subdivision designers, we really are not involved in that aspect of the construction. The city will require the same thing they require of all construction projects that are accessed from public city roads.
2. I do not have an estimate on start of construction. There are still a lot of steps ahead before approval. This neighborhood meeting is required before we can even make the first official submittal. You can ask this at the neighborhood meeting and maybe the developer will have another answer for you.
3. The only subdivision sign will be on the property at the end of Elk River Drive. There will not be signage off Holt Road. The City does not allow it to be placed in the right-of-way and we do not own any property or easements at the entrance to the subdivision to the north.
4. A mail kiosk will be used at the end of the cul-de-sac. The post office does not allow individual mailboxes anymore.
5. There will be covenants in place, though our office has nothing to do with setting those up.

6. We are proposing a payment to the city in lieu of construction a sidewalk down Holt Road. This is something that will be worked out with the city during review.
7. There will be a required 10' buffer between the subdivision. The design for this has not been fleshed out yet as it is very early in design.

Shawn C. Sidener

Office Manager, CAD Drafter

EarthCentric Engineering, Inc.

204 West Clay Street

Mebane, NC 27302-2436

Office: 919-563-9041

Fax: 919-304-3234

From: Charles Craddock <sascec@gmail.com>

Sent: Saturday, August 27, 2022 11:53 AM

To: Shawn Sidener <Shawn.Sidener@EarthCentric.com>; Vincent Iamunno <viamunno33@gmail.com>

Subject: Re: Preserve at Holt project

Hey Shawn, several more questions.

Will heavy construction equipment be directed off of Holt Road during this development? There is some concern about damage and construction traffic coming down Elk River Drive. If Elk River Drive will be used for the construction, will a bond be posted for repaving of the street after construction? We plan on repaving the whole neighborhood after construction concludes early next year but would not want to do that road if construction vehicles will just tear it up again at the entrance and Elk River.

Do you have any ideas regarding the timing for construction? Our neighborhood has an annual exterior power washing and we would not want to do that just prior to construction start.

Regarding signage, will the only sign for your neighborhood be at what is the end of Elk River Drive now? Will there be any signage for the neighborhood off of Holt Road? Will each house have a mailbox? Is there a covenant for the development? Is there a sidewalk planned along Holt Road? Are there any plans available for the buffer planned between this neighborhood and Holt Road?

On Fri, Aug 26, 2022 at 9:02 AM Charles Craddock <> wrote:

thanks for the quick response! I will share with our community.

On Fri, Aug 26, 2022 at 8:38 AM Shawn Sidener <Shawn.Sidener@earthcentric.com> wrote:

1. Yeah, the sheet size for these is typically 24"x36" so if shrunk it does become hard to read. Attached is a full-size site plan sheet.
2. We are at the very beginning stages of design and submittal. An environmental Impact report has not yet been performed. We have gotten a Surface Water identification done by Pilot Engineering to determine the stream buffers and are only disturbing the stream buffers for the town required improvements of the sanitary sewer line and greenway trail.
3. The sanitary sewer will connect to the city system at a manhole that is on the subject property. We are also required by the city to construct the sanitary sewer along the stream to the south for other future developments to use. The water will connect to the north in the dead end of Elk River Drive. The storm water has not yet been designed but we are not allowed to send it to the adjacent Stormwater Control Measures. We are designing this as a low impact development so the storm will likely be directed through vegetated swales that discharge at the stream.
4. The City has a proposed greenway trail that runs through this property. Since we are such a small development, they are not requiring us to construct it, however, we will make a payment to the city in lieu of building the trail. The proposed routing is from Holt Road near the intersection of Holt Road and Howell Road, up through the provided sewer easement, then it turns south crossing the stream and ending at the property line to the west. The city gave us the start and end points of the path and will be responsible for the actual construction at some unknown time in the future.

I hope this helps and if you have any further questions before the meeting just let me know. Thank you.

Shawn C. Sidener

Office Manager, CAD Drafter

EarthCentric Engineering, Inc.

204 West Clay Street

Mebane, NC 27302-2436

Office: 919-563-9041

Fax: 919-304-3234

From: Charles Craddock <sascec@gmail.com>

Sent: Friday, August 26, 2022 7:03 AM

To: John Fitzgerald <john.fitzgerald4440@gmail.com>; Vincent Iamunno <viamunno33@gmail.com>; Dennis and Stephanie Ford <ford409@spectrum.net>; Voorheis Lydia <jeff.voorheis@gmail.com>; Shawn Sidener <Shawn.Sidener@EarthCentric.com>

Subject: Preserve at Holt project

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Thank you for your assistance.

--

Charles Craddock

1301 Tumblestone Court

Shawn Sidener

From: Shawn Sidener
Sent: Tuesday, September 13, 2022 11:31 AM
To: 'Armando'
Subject: RE: Preserve at Holt project

See below response in red. Any of this can be discussed further with the project engineer during the neighborhood meeting.

Shawn C. Sidener

Office Manager, CAD Drafter

EarthCentric Engineering, Inc.

204 West Clay Street
Mebane, NC 27302-2436

Office: 919-563-9041
Fax: 919-304-3234

From: Armando <mail4armando@yahoo.com>
Sent: Tuesday, September 13, 2022 10:51 AM
To: Shawn Sidener <Shawn.Sidener@EarthCentric.com>
Cc: Armando Garr <mail4armando@yahoo.com>
Subject: Re: Preserve at Holt project

Shawn:

Thanks for the information sent.

I have some questions, which am sending to you in advance to make sure they can be addressed tomorrow during the scheduled Zoom Meeting.

1. Greenway

There is mention of a 162' x 5' connector trail to be constructed by HOA from Greenway Trail to Cul-de-Sac at time of greenway construction. There is also mention of a 488' x 10' greenway trail. The site map shows a 20' easement for sewer and greenway that starts on Holt Rd. in front of Howell Rd. for a greenway that will actually not be built but a payment will be made to the Town of Apex. Can you please clarify which trail or trails will actually be built at this point and their location ?

No trails will be constructed at the time that the roadway and homes are constructed. The developer will make a payment to the city at the time of plan approval and the city will construct the greenway trail at a time of their choosing in the future. The greenway trail that this payment will cover starts at the intersection of Howell Road and Holt Road, runs in the proposed sewer easement, then turns south and crosses the stream in the provided greenway easement to end on the western property line. When the city constructs the greenway, the HOA for this project will be required to construct a connection from the mailbox units in the cul-de-sac to the greenway trail, in the provided easement.

2. Sidewalk

Will a sidewalk be built along Holt Rd.?

We are not proposing a sidewalk along Holt Road, since the town does not require small developments (4 or less, single family lots) to construct any frontage improvements which includes the frontage sidewalk. This sidewalk will be constructed by the town when they decide to widen Holt Road.

3. Access to Holt Rd.

The site map mentions that a 5' sidewalk will *not* be provided to Holt Rd., and that pedestrians will use the Courtyards on Holt for pedestrian access. If the greenway that leads to Holt Rd. won't be built at this time, why wouldn't a 5' sidewalk between lots 1 & 4 be built for access ?

Elk River is a public road with public sidewalks, and we are only extending it by less than 80' with only 4 additional houses. With these factors considered it just does not make sense to alter the current pedestrian traffic paths.

4. Mailboxes

Where will the mailboxes for the 4 proposed houses be located ?

There is a proposed cluster mailbox unit at the end of the cul-de-sac.

5. Tree Replacements

I understand a tree will be planted for any tree greater than 12" that is removed, but can you indicate what size trees these would be ?

This was mentioned as a recommendation by the environmental review board, but we have not yet made that commitment. If this condition is added to the plans the environmental recommendation would to replace with a 1.5" caliper native tree.

6. Tree Canopy

What process will be followed to determine which trees to cut down ? Will the Town of Apex oversee or supervise the tree-cutting ?

Any tree that is include within the limits of disturbance (to be determined with construction plan design) will be removed. This would be in the areas or the lots, roadway, and sewer easement. Generally speaking, the trees in the buffer areas, stream buffers, wetlands, and areas south of the stream will be left undisturbed except as required for the sewer outfall and greenway trail. I do not know what Apex's requirements are for supervision of the actual demolition process.

7. Parking

Can you clarify what is meant by a NCDOT figure 3 style accessible CBU parking means ?

This is in reference to a standard detail published by the NCDOT. It just shows how to place a cluster mailbox unit in a cul-de-sac. This standard is reflected in the current site plan drawing.

8. SRG

Can you share the name of similar developments built by SRG Signature Homes in the past ?

I don't have this information readily available. The developer will be present at the Neighborhood Meeting, and you can ask this question there.

Please keep in mind this neighborhood meeting is one of the very first steps in the design process. No actual official submittal has been made yet, and many elements of design can change throughout the review and approval process with Apex. There is still a lot of design work to be done before anything is final and everything is worked out.

Thanks !
Armando Garr

On Friday, August 26, 2022 at 08:39:28 AM EDT, Shawn Sidener <shawn.sidener@earthcentric.com> wrote:

Amanda,

I also sent the email below in response to some questions by other neighbors. I thought you might like to have this as well.

Shawn C. Sidener

Office Manager, CAD Drafter

EarthCentric Engineering, Inc.

204 West Clay Street

Mebane, NC 27302-2436

Office: 919-563-9041

Fax: 919-304-3234

From: Shawn Sidener

Sent: Friday, August 26, 2022 8:38 AM

To: Charles Craddock <sascec@gmail.com>; John Fitzgerald <john.fitzgerald4440@gmail.com>; Vincent Iamunno <viamunno33@gmail.com>; Dennis and Stephanie Ford <ford409@spectrum.net>; Voorheis Lydia <jeff.voorheis@gmail.com>

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Shawn C. Sidener

Office Manager, CAD Drafter

EarthCentric Engineering, Inc.

204 West Clay Street

Mebane, NC 27302-2436

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<Shawn.Sidener@EarthCentric.com>

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Shawn, we received the info packet about the upcoming construction project, The Preserve at Holt and wanted to know a few things before we meet as a community to discuss.

- 1) Can you provide the plot plan for the subdivision in pdf form? The printout sent is difficult to read as it is very small,
- 2) Can you provide the report for the environmental impact of the stream buffer affected by the project or the contact info for the engineer to perform that study?
- 3) Can you tell us what, if any, service utilities would be extended from the adjacent Epcon development? It appears that the sewer connection uses the same line that services our neighborhood; does the storm water runoff also feed our BMP structures?
- 4) What is the status of the proposed greenway spur that connects this new project to our existing greenway system? Can you explain the notation about that on the plans?

Thank you for your assistance.

--

Charles Craddock

1301 Tumblestone Court



This petition has collected
55 signatures
using the online tools at www.ipetitions.com

Printed on 2022-09-14

Petition to a Proposal to Develop Preserve at Holt

About this petition

The proposal for the extended sub-division Preserve at Holt to connect and extend The Courtyards on Holt (COH) draws a number of significant concerns for the existing homeowners in COH. The people of COH generally reject the proposal as written and planned, given a number of inconsistencies that appear in the proposal relative to the existing neighborhood.

COH is a planned 55+ small community with consistent housing, managed landscaping, a planned community center, shared mailboxes, and similarly situated people (i.e., generally 55+, retired or near retirement, with few to no children in the neighborhood on a consistent basis). The proposal impacts the promise of the COH as planned and represents a departure in what the residents of COH bought into and expected.

We, the undersigned of COH, reject the proposal for the Preserve at Holt as written. If the proposal is approved by the Town of Apex, we ask for strong consideration from the Council to address the requests of the existing COH homeowners to ensure the development does not destroy the value, structure, community, benefits, and expectations of our community.

If the proposal is not rejected as written, see below concerns and requests.

1. SPECIAL CONDITIONS, RIGHT-OF-WAY: Project shall extend existing Elk River right-of-way
 1. Concern: A premium was paid by residents of the Ctyds. at Holt to live in a 55+ community for some benefits that would be lost by having Elk River Dr. and Phillips Branch Rd. as the only vehicular access for the proposed development.
 2. Request: Provide street access for the Preserve at Holt directly to Holt Rd.
2. SPECIAL CONDITIONS, CONCRETE SIDEWALK: A 5' concrete sidewalk won't be provided to Holt Rd., pedestrians will have access via COH
 1. Concern: To have residents of The Preserve at Holt walk through COH for access to Holt Rd. not only seems unnecessary as their houses would already be very close to Holt Rd., but will also negatively affect some of the reasons to live in a 55+ community.
 2. Request: Provide a short sidewalk to Holt Rd. between proposed lots 1 and 4.
3. PROJECT INFORMATION, LANDSCAPING: Buffer, property line of 10'
 1. Concern: A 10' landscape buffer between both developments is not sufficient.
 2. Request: Provide a 30' buffer between existing COH property lines and proposed houses 1 & 2.
4. SPECIAL CONDITIONS, ACCESSORY DWELLING UNITS: Covenants shall not restrict the construction of accessory dwelling units
 1. Concern: Clarify what is considered an accessory dwelling units, as they may impact property values at COH due to the close proximity to such proposed dwelling units.
 2. Request: Do not allow accessory dwelling units.
5. GENERAL CONCERN, CONSTUCTION TRAFFIC:
 1. Concern: The construction entrance with gravel as requested by the Town of Apex will reduce but not eliminate dirt and mud from getting on the street and garages, in addition to the constant traffic of trucks and heavy equipment that has already been experienced by COH homeowners, in some cases for almost a year.

2. Request: Provide construction access to Holt Rd.

6. PROJECT INFORMATION, DIMENSIONAL STANDARDS FOR MDR:

1. Concern: Requested is a zoning change to Medium Density Residential which typically includes duplexes and townhomes. It also mentions a maximum built height of 40' and house entrances with single-car garages. If Elk River Dr. were to be extended, the proposed houses need to have a consistent appearance with the rest of the street.

1. Request: Provide drawings of proposed residences and clarify if single family, size and number of levels and make necessary changes to maintain consistency with the rest of Elk River Dr. homes if this street will be used for access. Homes should be required to match the same size/level/sq footage (on average) as homes in COH. Landscaping materials and density should meet the existing requirements in COH to maintain consistency.

7. PROJECT INFORMATION NOTE: No Holt Rd., frontage improvements are proposed

1. Concern: Clarify which improvements are exempt and why. A number of pedestrians use Holt Rd., but the lack of sidewalk in front of this proposed development is a safety hazard that can easily be resolved with a sidewalk.

2. Request: Provide sidewalk along Holt Rd. if not currently planned.

8. SPECIAL CONDITIONS, TREE CANOPY: Project shall preserve a minimum of 50% of the existing tree canopy.

1. Concern: All or most of the trees to be protected are in the protected wetland area. Some builders tend to cut down everything in the construction area, while others flag some existing trees to avoid their removal. A 50% tree removal is excessive considering the land available

2. Request: Mark individual trees to be protected in the construction area to preserve as many as possible and preserve the existing trees along the property line between both developments at a minimum of 30' from property line.

9. GENERAL CONCERN, EXISTING FENCE:

1. Concern: Loss of privacy if the wooden fence along the houses at the end of Elk River Dr. is removed.

2. Request: Keep the privacy fence the way it is and extend it along the full property line of COH that runs alongside the Preserve property line.

Signatures

1. Name: Donald Braden on 2022-09-07 03:53:58
Comments: I agree with this petition! The proposal should be rejected as written or our demands should be met.

2. Name: Armando Garr on 2022-09-07 12:07:47
Comments: I do have a number of questions and concerns.

3. Name: Joe Cook on 2022-09-07 12:28:08
Comments: Reject proposal as submitted. Reject re-zoning to medium density without dedicated road off Holt and improvements of storm drains and sidewalks on Holt.

4. Name: Gloria Cook on 2022-09-07 12:35:31
Comments: Thanks for taking initiative for doing this petition.

5. Name: Tony Bugel on 2022-09-07 13:16:54
Comments:

6. Name: Susan Bugel on 2022-09-07 13:19:06
Comments:

7. Name: Carolyn Pace on 2022-09-07 13:35:22
Comments:

8. Name: Ellen Tenenbaum on 2022-09-07 13:48:16
Comments: There are a number of concerns that need to be addressed.

9. Name: Meredith Ford on 2022-09-07 13:49:35
Comments:

10. Name: Ian Small on 2022-09-07 13:59:37
Comments:

11. Name: Alison Temprile on 2022-09-07 14:10:37
Comments:

12. Name: Charles Craddock on 2022-09-07 14:11:58
Comments:

13. Name: James Jesserer on 2022-09-07 14:15:10
Comments: We specifically moved to live on a cul de sac street in a COMMUNITY of 55+ people. The Town of Apex needs to respect our decision as we could have relocated to

any town in the area.

14. Name: Marley Craddock on 2022-09-07 14:17:12
Comments:

15. Name: Tony Temprile on 2022-09-07 14:19:37
Comments:

16. Name: Marion Dyllick-Brenzinger on 2022-09-07 14:22:24
Comments:

17. Name: Donald Perlmutter on 2022-09-07 14:29:38
Comments:

18. Name: Erica Henderson on 2022-09-07 14:41:38
Comments:

19. Name: Jim on 2022-09-07 14:43:12
Comments: The Preserve on Holt has an existing direct access from Holt Road that should be maintained which would eliminate the need to open Elk River for access.

20. Name: Bonnie Barefoot on 2022-09-07 14:50:01
Comments:

21. Name: Virginia Bitz on 2022-09-07 15:18:52
Comments: All my concerns have been addressed and I appreciate, to those who posted this online, for giving us the opportunity to have a vote.

22. Name: Mary Perlmutter on 2022-09-07 15:26:13
Comments:

23. Name: Marion Amick on 2022-09-07 15:44:10
Comments:

24. Name: Elliott Amick on 2022-09-07 15:49:21
Comments:

25. Name: Beverly Pacchioli on 2022-09-07 16:45:42
Comments:

26. Name: Gwen Thomas on 2022-09-07 16:57:48
Comments:

-
27. Name: Karen Garr on 2022-09-07 17:09:10
Comments:
-
28. Name: Dennis Ford on 2022-09-07 17:15:16
Comments:
-
29. Name: Don Fernando Azevedo on 2022-09-07 18:56:38
Comments: Reject the proposal as written and have the developer resubmit a new proposal that addresses the concerns listed.
-
30. Name: Martin Tenenbaum on 2022-09-07 19:03:53
Comments:
-
31. Name: Christine Schlachter on 2022-09-07 19:13:36
Comments:
-
32. Name: Tammy Harvey on 2022-09-07 21:50:25
Comments: I have the concerns listed in this petition especially how it affects our private, dead end Elk River Drive that currently exists. A separate "new neighborhood" warrants a new entrance off Holt Rd., and their residences should not be routed through our COH 55+ specific community.
-
33. Name: Bradley Averette on 2022-09-07 22:22:16
Comments: I think this community should join directly into Holt road as in the past for the single house.
-
34. Name: Janice Azevedo on 2022-09-08 01:33:33
Comments:
-
35. Name: Gary Brunnengraeber on 2022-09-08 01:40:55
Comments:
-
36. Name: Gary Schlachter on 2022-09-08 01:52:04
Comments:
-
37. Name: Donna Adams on 2022-09-08 02:30:45
Comments:
-
38. Name: Jeffrey Voorheis on 2022-09-08 11:40:51
Comments:
-

39. Name: Donald Thomas on 2022-09-08 12:30:11
Comments:
-
40. Name: Vincent lamunno on 2022-09-08 12:56:49
Comments:
-
41. Name: Karen Ginsburg on 2022-09-08 13:58:59
Comments:
-
42. Name: Camille on 2022-09-08 15:00:43
Comments:
-
43. Name: Linda Annab on 2022-09-08 15:37:02
Comments:
-
44. Name: Sally Zenick on 2022-09-08 16:14:07
Comments:
-
45. Name: Hal Zenick on 2022-09-08 16:25:22
Comments:
-
46. Name: Larry Ginsburg on 2022-09-08 17:42:46
Comments:
-
47. Name: Joseph Purvis on 2022-09-08 18:47:18
Comments: I agree entirely with the concerns that are described in this proposal. In addition, I would note that much of the land in question is low-lying and adjacent to the watershed that the EPCON builders have worked to protect. Any proposal for building on this site should be submitted with a detailed description of planned water management and potential impact on this watershed.
-
48. Name: Dana L Tower on 2022-09-08 22:47:01
Comments: Need at minimum Holt Rd. construction access. Also need sidewalk to Holt, and on Holt contingent with the new development area. Need similar look if joined to COH, specifically, 2 car garages, single family homes and lifestyle 55+. Ideally, wold have direct Holt access rather than vi Elk River only.
-
49. Name: John Friedline on 2022-09-09 14:28:57
Comments:
-
50. Name: Charles Adams on 2022-09-09 16:56:55
Comments:
-

51. Name: Laura Averette on 2022-09-09 17:08:21
Comments:

52. Name: Carol Casten on 2022-09-09 21:51:29
Comments:

53. Name: Howard Brodbeck on 2022-09-10 10:05:26
Comments:

54. Name: Sharon Berenson on 2022-09-10 23:15:13
Comments:

55. Name: Stephen Pacchioli on 2022-09-12 04:03:08
Comments:

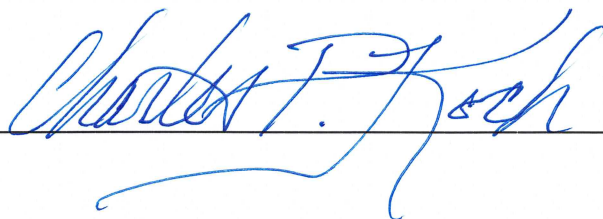
AFFIDAVIT OF CONDUCTING A NEIGHBORHOOD MEETING, SIGN-IN SHEET AND ISSUES/RESPONSES SUBMITTAL

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

I, Charles P. Koch, do hereby declare as follows:
Print Name

1. I have conducted a Neighborhood Meeting for the proposed Rezoning, Major Site Plan, Minor Site Plan, Residential Master Subdivision Plan, or Special Use Permit in accordance with UDO Sec. 2.2.7.B *Neighborhood Meeting*.
2. The meeting invitations were mailed to the Apex Planning Department, all property owners and tenants abutting and within 300 feet of the subject property and any neighborhood association that represents citizens in the notification area via first class mail a minimum of 14 days in advance of the Neighborhood Meeting.
3. The meeting was conducted at Zoom virtual meeting (location/address) on 09/14/2022 (date) from 5:30 PM (start time) to 7:30 PM (end time).
4. I have included the mailing list, meeting invitation, sign-in sheet, issue/response summary, and zoning map/reduced plans with the application.
5. I have prepared these materials in good faith and to the best of my ability.

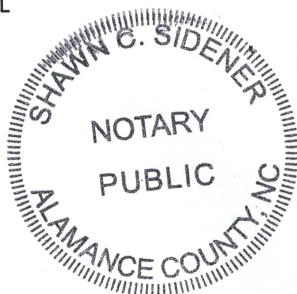
09/22/2022
Date


By: 

STATE OF NORTH CAROLINA
COUNTY OF ALAMANCE

Sworn and subscribed before me, Shawn C. Sidener, a Notary Public for the above State and County, on this the 22nd day of September, 2022.

SEAL




Notary Public
Shawn C. Sidener
Print Name

My Commission Expires: June 27th 2026

Wake County Residential Development Notification

Please complete each section of this form and submit with your application.

Town of Apex staff will enter this information into the online WCPSS form.

Please send any questions about this form to:
studentassignment-gis-group@wcpss.net

Developer Company Information	
Company Name	SRP Signature Homes, LLC
Company Phone Number	919-339-5072
Developer Representative Name	Raj Baksha
Developer Representative Phone Number	919-339-5072
Developer Representative Email	bsrajnc@gmail.com

New Residential Subdivision Information	
Date of Application for Subdivision	10/03/2022
City, Town or Wake County Jurisdiction	Apex
Name of Subdivision	The Preserve at Holt
Address of Subdivision (if unknown enter nearest cross streets)	1305 Holt Road, Apex NC 27523
REID(s)	0004955
PIN(s)	0743-33-1106

Projected Dates Information	
Subdivision Completion Date	June 2024
Subdivision Projected First Occupancy Date	September 2023

Lot by Lot Development Information																	
Unit Type	Total # of Units	Senior Living	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	Square Foot Range		Price Range		Anticipated Completion Units & Dates					
								Min	Max	Low	High	Year	# Units	Year	# Units	Year	# Units
Single Family	4						4	3,100	4,500	\$899,000	\$1,200,000	2023	3	2024	1		
Townhomes																	
Condos																	
Apartments																	
Other																	

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: December 13, 2022

Item Details

Presenter(s): Deputy Chief Mitch McKinney

Department(s): Police Department

Requested Motion

Motion to declare one (1) badge and (1) service weapon (Glock Model 17 9mm handgun, Serial Number XTA-818) as surplus property; and, award to Retiring Sgt. Raymond Riveria who retired from the Apex Police Department effective November 30, 2022.

Approval Recommended?

Yes

Item Details

North Carolina General Statute 20-187.2(a) allows the governing body of a municipality to, upon request, declare as surplus the badge and side arm of a retiring police officer. The statute states that the badge is to be awarded at "no cost" to the retiring member and that the side arm be awarded "at a price determined by such governing body".

Sgt. Raymond Riveria retired from the Apex Police Department effective November 30, 2022, and has made a request to be awarded his badge and service handgun.

In recognition of his 10 years and 4 months of service in law enforcement to the Apex Police Department, Deputy Chief McKinney requests that one "Police Sergeant" badge and one handgun (described below) be declared "surplus", that the price for such handgun be set at \$1.00 (One Dollar) and that the badge and handgun be awarded to Retiring Sgt. Raymond Riveria.

- Glock Model 17 9mm handgun, Serial Number XTA-818

Attachments

N/A



| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: December 13, 2022

Item Details

Presenter(s): Allen Coleman, Town Clerk

Department(s): Town Clerk's Office

Requested Motion

Motion to approve the Apex Tax Report dated November 01, 2022.

Approval Recommended?

Yes

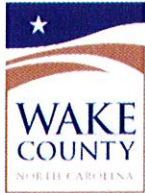
Item Details

The Wake County Board of Commissioners, in regular session on December 05, 2022, approved and accepted the enclosed tax report for the Town of Apex, dated November 01, 2022 for the period of October 1, 2022 through October 31, 2022.

Attachments

- Tax Report





Board of Commissioners

P.O. Box 550 • Raleigh, NC 27602

TEL 919 856 6180
FAX 919 856 5699

SHINICA THOMAS, CHAIR
SUSAN EVANS, VICE-CHAIR
VICKIE ADAMSON
MATT CALABRIA
DON MIAL
CHERYL STALLINGS
JAMES WEST

December 6, 2022

Mr. Allen Coleman
Town Clerk
Town of Apex
Post Office Box 250
Apex, North Carolina 27502

Dear Mr. Coleman:

The Wake County Board of Commissioners, in regular session on December 5, 2022, approved and accepted the enclosed tax report for the Town of Apex.

The attached adopted actions are submitted for your review; no local board action is required.

Sincerely,

A handwritten signature in red ink that reads "Yvonne Gilyard".

Yvonne Gilyard
Deputy Clerk to the Board
Wake County Board of Commissioners

Enclosure(s)



Wake County Tax Administration

Rebate Details

10/01/2022 - 10/31/2022

APEX

DATE

11/01/2022

TIME

8:39:03 PM

PAGE

1

REBATE NUMBER	PROPERTY	CITY TAG	LATE LIST	BILLED INTEREST	TOTAL REBATED	PROCESS DATE	ACCT NUMBER	TAX YEAR	BILLING YEAR FOR TYPE	OWNER
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BUSINESS ACCOUNTS

829325					1,546.29	10/27/2022	0006928350	2022	2022	000000	LIDL US OPERATIONS LLC
SUBTOTALS FOR BUSINESS ACCOUNTS					1,546.29			1		Properties Rebated	

BUSINESS REAL ESTATE ACCOUNTS

828919					12,743.64	10/12/2022	0000365697	2021	2021	000000	WAL MART REAL ESTATE BUSINESS TRUST
828910					13,397.16	10/12/2022	0000365697	2022	2022	000000	WAL MART REAL ESTATE BUSINESS TRUST
SUBTOTALS FOR BUSINESS REAL ESTATE ACCOUNTS					26,140.80			2		Properties Rebated	

INDIVIDUAL PROPERTY ACCOUNTS

829073					395.85	10/18/2022	0006826238	2021	2021	000000	ARAYA, MUSSIE HAGOS
829078					3,028.50	10/18/2022	0006845395	2022	2022	000000	RYDER TRUCK RENTAL INC
829061					2.13	10/13/2022	0006631504	2021	2021	000000	ALLEN, KENNETH THOMAS
829060					2.31	10/13/2022	0006631504	2020	2020	000000	ALLEN, KENNETH THOMAS



Wake County Tax Administration

Rebate Details

10/01/2022 - 10/31/2022

APEX

DATE

11/01/2022

TIME

8:39:11 PM

PAGE

2

REBATE NUMBER	PROPERTY	CITY TAG	LATE LIST	BILLED INTEREST	TOTAL REBATED	PROCESS DATE	ACCOUNT NUMBER	TAX YEAR	BILLING YEAR FOR TYPE	OWNER
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SUBTOTALS FOR INDIVIDUAL PROPERTY ACCOUNTS	3,428.79	390.00	40.02	0.00	3,858.81		4	Properties Rebated		
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INDIVIDUAL REAL ESTATE ACCOUNTS

830049	672.25	0.00	0.00	0.00	672.25	10/31/2022	0000003366	2022	2022	000000	KEITH, RALPH GORDON
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SUBTOTALS FOR INDIVIDUAL REAL ESTATE ACCOUNTS	672.25	0.00	0.00	0.00	672.25		1	Properties Rebated		
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WILDLIFE BOAT ACCOUNTS

828082	41.91	0.00	0.00	0.00	41.91	10/03/2022	0004208261	2022	2022	000000	ARNIER, RYAN WILLIAM
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SUBTOTALS FOR WILDLIFE BOAT ACCOUNTS	41.91	0.00	0.00	0.00	41.91		1	Properties Rebated		
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TOTAL REBATED FOR APEX	31,830.04	390.00	40.02	0.00	32,260.06		9	Properties Rebated for City		
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Board Report

Return

Date : 12/05/2022

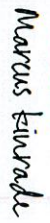
Approved By : 
48E03692226944D9...

TO : WAKE COUNTY BOARD OF COMMISSIONERS
RE: CONSIDERATION OF REFUND FOR TAXES, INTEREST AND PENALTIES FOR APEX

No.	Name of Tax Payer	Account Number	Tax and Penalties	Total Rebate	Total Refund	Request Status
1	LIDL US OPERATIONS LLC 3500 S CLARK ST ATTN: TAX ARLINGTON, VA, 22202	0006928350- 2022- 2022- 0000000	City 1,546.29 County 2,336.41	3,882.70	3,882.70	Refund
			Total City Rebated 1,546.29 Total County Rebated 2,336.41			
			Total Rebate/Refund 3,882.70	3,882.70	3,882.70	

Marcus D. Kinrade

Wake County Tax Administrator

DocuSigned by:

37C19A0FB14CA30...

CC: *Refund amount may differ from rebated total due to released interest or application of payment to any balance due on the account.

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: December 13,2022

Item Details

Presenter(s): Eric Neumann, Director

Department(s): Electric Utilities Department

Requested Motion

Motion to approve temporary suspension of time of use rate option for residential customers until new AMI (Automated Meter Reading) system is installed.

Approval Recommended?

Yes

Item Details

The existing meter reading system is obsolete and is scheduled for replacement. At the present moment, we cannot expand the existing system to allow certain areas in our service territory to accommodate this rate structure. Our only option is to provide an expensive commercial meter that is in very short supply. These meters are reserved for Town of Apex commercial expansion and using them on residential applications is not the best use of this critical inventory at this time.

Attachments

- FY22-23 Fee Schedule Proposed Update
- Additional Rate Information



ADDITIONAL RATE SCHEDULE INFORMATION

Service	AVAILABILITY	TYPE OF SERVICE	DETERMINATION
<p>Residential Service</p>	<p>This schedule is available when electric service is used for domestic purposes in and about a residential dwelling unit. This schedule is not available for any non-residential application. Delivery of service under this schedule shall be to the customer’s premises at one point of delivery through one meter</p>	<p>The Town will furnish service through one meter, at one delivery point.</p>	<p>The kWh of energy shall be the difference between the current month’s watt-hour meter reading and the previous month’s watt-hour reading.</p>
<p>Small General Service</p>	<p>This schedule is available for non-residential service to a customer whose monthly demand usage is less than 20kW. Should demand usage equal or exceed 20 kW during any three consecutive months, the Town may require service under the Medium General Service rate schedule.</p>	<p>Delivery of service under this schedule shall be to the customer’s premises at one point of delivery through one meter.</p>	
<p>Residential TOU THIS RATE IS CURRENTLY NOT AVAILABLE.</p> <p>*MINIMUM BILL The Minimum monthly charge shall be the Customer Charge. *TERMS OF CONTRACT Customer’s initial term of service shall be 1 year.</p>	<p>This schedule is available when electric service is used for domestic purposes in and about a residential dwelling unit. This schedule is not available for any non-residential application. Delivery of service under this schedule shall be to the customer’s premises at one point of delivery through one meter.</p>	<p>The Town will furnish service through one meter, at one delivery point.</p>	<p>DETERMINATION OF ON-PEAK AND OFF-PEAK HOURS A. On-Peak Hours The on-peak hours occur Monday-Friday at the following times: January 1 to March 31 6:00 am to 9:00 am April 1 to April 15 6:00 am to 9:00 am & 1:00 pm to 6:00 pm April 16 to September 30 1:00 pm to 6:00 pm October 1 to October 15 6:00 am to 9:00 am & 1:00 pm to 6:00 pm October 16 to December 31 6:00 am to 9:00 am B. Off-Peak Hours The off-</p>

ADDITIONAL RATE SCHEDULE INFORMATION

<p>Residential TOU (Continued) THIS RATE IS CURRENTLY NOT AVAILABLE.</p>			<p>peak hours in any month are defined as all hours not specified as on-peak hours above. In addition, the following holidays will be considered off-peak: New Year’s Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day plus the day after, and Christmas Day. When one of these holidays falls on a Saturday, the Friday before will be considered off-peak; when the holiday falls on a Sunday, the following Monday will be considered off-peak.</p>
<p>Small General Service-TOU *MINIMUM BILL The Minimum monthly charge shall be the Customer Charge. *TERMS OF CONTRACT Customer’s initial term of service shall be 1 year.</p>	<p>This schedule is available on a voluntary basis to any non-residential customer whose monthly demand is less than 20 kW. Should demand usage equal or exceed 20 kW during any three consecutive months, the Town may require service under the Medium General Service rate schedule or General Medium TOU rate schedule.</p>	<p>Delivery of service under this schedule shall be to the customer’s premises at one point of delivery through one meter.</p>	<p>DETERMINATION OF ON-PEAK AND OFF-PEAK HOURS A. On-Peak Hours The on-peak hours occur Monday-Friday at the following times: January 1 to March 31 6:00 am to 9:00 am April 1 to April 15 6:00 am to 9:00 am & 1:00 pm to 6:00 pm April 16 to September 30 1:00 pm to 6:00 pm October 1 to October 15 6:00 am to 9:00 am & 1:00 pm to 6:00 pm October 16 to December 31 6:00 am to 9:00 am B. Off-Peak Hours The off-peak hours in any month are defined as all hours not specified as on-peak hours above. In addition, the following holidays will be considered off-peak: New Year’s Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day plus the day after and Christmas Day. When one of these holidays falls on a</p>

ADDITIONAL RATE SCHEDULE INFORMATION

<p>Small General Service-TOU (Continued)</p>			<p>Saturday, the Friday before will be considered off-peak; when the holiday falls on a Sunday, the following Monday will be considered off-peak.</p>
<p>Medium General Service</p>	<p>This schedule is available for non-residential service to a customer whose monthly demand usage is equal to or greater than 20kW but less than 300 kW during any three consecutive months.</p>	<p>Delivery of service under this schedule shall be to the customer’s premises at one point of delivery through one meter.</p>	<p>DETERMINATION OF ENERGY The kWh of energy shall be the difference between the current month’s watt-hour meter reading and the previous month’s watt-hour meter reading. DETERMINATION OF BILLING DEMAND The demand for billing purposes each month shall be highest average kW measured in any 15-minute interval during the month.</p>
<p>Medium General Service – Time of Use *MINIMUM BILL The Minimum monthly charge shall be the Customer Charge. *TERMS OF CONTRACT Customer’s initial term of service shall be 1 year.</p>	<p>This schedule is available on a voluntary basis to any non-residential customer whose demand usage equals or is greater than 20 kW but less than 300 kW for at least three consecutive billing periods within the last twelve months.</p>	<p>Delivery of service under this schedule shall be to the customer’s premises at one point of delivery through one meter.</p>	<p>DETERMINATION OF ENERGY The kWh of energy shall be the difference between the current month’s watt-hour meter reading and the previous month’s watt-hour meter reading. DETERMINATION OF ON-PEAK BILLING DEMAND The on-peak demand for billing purposes each month shall be the maximum kW demand registered or computed by or from the Town’s metering facilities during any 15 minute interval within the peak hours of the billing month. The peak hours are the hours falling within the time windows every Monday through Friday (excluding the</p>

ADDITIONAL RATE SCHEDULE INFORMATION

<p>Medium General Service – Time of Use (Continued)</p>			<p>following holidays: New Year’s Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after, and Christmas Day), listed by the month below: October – November 7:00 am – 10:00 am 4:00 pm – 8:00 pm December – February 7:00 am – 9:00 am March – May 7:00 am – 9:00 am 4:00 pm – 8:00 pm June – September 2:00 pm – 6:00 pm</p>
<p>Large General Service</p>	<p>This schedule is available for non-residential service to a customer whose monthly demand usage is equal to or greater than 300 kW during any three consecutive months.</p>	<p>Delivery of service under this schedule shall be to the customer’s premises at one point of delivery through one meter.</p>	<p>DETERMINATION OF ENERGY The kWh of energy shall be the difference between the current month’s watt-hour meter reading and the previous month’s watt-hour meter reading.</p> <p>DETERMINATION OF BILLING DEMAND The demand for billing purposes each month shall be the highest average kW measured in any 15-minute interval during the month.</p>
<p>Large General Service – Coincident Peak (CP)</p>	<p>This schedule is available on a voluntary basis to any non-residential customer whose demand has exceeded 300 kW for at least three consecutive billing periods or</p>	<p>Delivery of service under this schedule shall be to the customer’s premises at one point of delivery through one meter.</p>	<p>DETERMINATION OF ENERGY The kWh of energy shall be the difference between the current month’s watt-hour meter reading and the previous month’s watt-hour meter reading.</p>

ADDITIONAL RATE SCHEDULE INFORMATION

<p>Large General Service – Coincident Peak (CP) (Continued)</p>	<p>whose registered or computed demand will exceed 300 kw for three consecutive billing periods.</p>		<p>DETERMINATION OF COINCIDENT PEAK DEMAND The Coincident Peak (CP) demand is the Customer’s Contribution to the Town of Apex’s 60-minute clock-hour kW demand measured during the 60-minute interval which is used by the North Carolina Municipal Power Agency (NCEMPA) for wholesale billing purposes during the calendar month.</p> <p>DETERMINATION OF EXCESS DEMAND Excess demand shall be the difference between the customer’s maximum 15-minute demand recorded during the current billing month and the coincident peak (CP) demand for the same billing month.</p>
<p>Large General Service – Time of Use *MINIMUM BILL The Minimum monthly charge shall be the Customer Charge. *TERMS OF CONTRACT Customer’s initial term of service shall be 1 year.</p>	<p>This schedule is available on a voluntary basis to any non-residential customer whose demand usage has exceeded 300 kW for at least three consecutive billing periods within the last twelve months.</p>	<p>Delivery of service under this schedule shall be to the customer’s premises at one point of delivery through one meter</p>	<p>DETERMINATION OF ENERGY The kWh of energy shall be the difference between the current month’s watt-hour meter reading and the previous month’s watt-hour meter reading.</p> <p>DETERMINATION OF ON-PEAK BILLING DEMAND The on-peak demand for billing purposes each</p>

ADDITIONAL RATE SCHEDULE INFORMATION

<p>Large General Service – Time of Use (Continued)</p>			<p>month shall be the maximum kW demand registered or computed by or from the Town’s metering facilities during any 15-minute interval within peak hours of the billing month. The peak hours are the hours falling within the time windows every Monday through Friday (excluding the following holidays: New Year’s Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after, and Christmas Day), listed by the month below: October – November 7:00 am - 10:00 am 4:00 pm - 8:00 pm December – February 7:00 am - 9:00 am March – May 7:00 am - 9:00 am 4:00 pm - 8:00 pm June – September 2:00 pm - 6:00 pm</p>
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PAYMENT All bills are due and payable upon receipt. Billing dates are the 1st and 15th of the month. Bills are considered past due and delinquent 18 days after the billing date and shall be subject to a late payment charge of 1% of the unpaid balance amount if not paid by 10:00 am on the 19th day after the billing date. In addition, if any bills are not paid within 30 days of the billing date, the Town has the right to suspend service in accordance with its service policies.

SALES TAX North Carolina sales tax of 7% will be applied to the above rates.

CONTRACT YEAR The term of this rate schedule shall be for one year. Each year, the Town shall review each customer’s prior twelve months usage. Should the customer meet the criterion for Large General Service, electric service will be provided under that schedule; otherwise, the Town will provide service under the schedule whose criteria match the customer’s usage.



Town of Apex, North Carolina Fee Schedule - Effective 7/14/2022

Schedule subject to change upon approval by Town Council

TAXES & FEES					
Tax Rate	\$ 0.41/\$100 valuation of property	Vehicle Fee (pursuant to NCGS 20-97 (b1)	\$30/vehicle		
DOCUMENT / COPY FEES					
Copying up to 11" x 17" (black and white)	\$0.10/sheet	Document Recording / E-Recording	At cost		
Copying and maps up to 11" x 17" (color)	\$0.40/sheet	3 ring or spiral bound documents/plans	\$35		
Copying larger than 11" x 17" (black and white)	\$5/sheet	Unified Development Ordinance	\$40		
Copying larger than 11" x 17" (color)	\$20/sheet	Design and Development Manual	\$15		
Printed 24" x 36"	\$20/sheet	DVD Copy	\$0.50/disc		
Printed 36" x 48" maps	\$40/sheet				
MISCELLANEOUS					
Rain Barrel	\$88.00	Cemetery	Resident	Non – Resident	Military Rate*
		– Cemetery Plots	\$800	\$1200	\$640 (resident) \$960 (non-resident)
		– Columbarium Niches	\$800	\$800	\$640
*20% cemetery discount-Military rate applies to current and retired military personnel only					

Development Fees

PUBLIC RIGHT-OF-WAY CLOSURE					
<i>Submit request and fees to Administration</i>					
Right-of-Way Closure Application Fee	\$100	Right-of-Way Closure Processing Fee	\$600		
Due with request/application/non-refundable		Due prior to Council considering request; refundable if request is withdrawn prior to advertising.			
DEVELOPMENT SUBMITTAL FEES					
<i>For Zoning/Subdivision/Site Activity - Calculated and collected by the Planning Department</i>					
Administrative Adjustment	\$150	Sign, Master Plan	\$150		
Administrative Approval (Small Town Character Overlay)	No Charge	Sign, Permanent	\$75 + \$5/add'l sign		
Annexation Petition	\$200	Sign, Temporary	\$25		
Appeal (Board of Adjustment)	\$650	Site Inspections (Non-residential lot) ₂	\$500		
		Site Inspections (Residential lot) ₃	\$35		
Certificate of Zoning Compliance (CZC) ₁	\$100	Site Plan, Major	\$1100 + \$5/acre		
Consultant Fees	As required	Site Plan, Minor	\$800		
Development Name Change	\$500	Special Use Permit	\$700		
Exempt Site Plan – enlargement of a structure	\$250	Temporary Use Permits (Non - Event):	\$100		
Exempt Site Plan – all other exempt site plans	\$150	Temporary Use Permits (Event):			
Home Occupation	\$50	For Profit	\$50	For Profit Express Review	\$75
Late Fee – Site Plans/Master Subdivision	\$300	Non-Profit	\$0	Non-Profit Express Review	\$25
<small>Plan/PUD/Rezoning/Conditional Zoning (and resubmittals)</small>					
Master Subdivision Plans Residential & Non-Residential	\$750 + \$10/lot	Text Amendments (UDO)	\$600		
Planned Unit Development (PUD-CZ)	\$1600 + \$10/acre	Transportation Impact Analysis Review ₄			
PUD-CZ not requiring full TRC Review	\$600	Sites & Subdivisions	\$500	PUD	\$1000
Plat, Easement & Exempt	\$200	Revised Sites & Subdivisions	\$250	PUD	\$500
Plat, Master Subdivision Final	\$300 + \$10/lot	Tree Protection Fencing Inspection (Site Plan):			
Plat, Recombination	\$200	- less than 2 acres:	\$50	- 2-15 acres:	\$75
Plat, Site Plan Final	\$300	-15 up to 25 acres:	\$150	-25+ acre:	\$200
Pond Drainage Plan	\$500	Tree Protection Fencing Inspection (Master Subdivision Plan):			
Quasi-Judicial Public Hearing- Town Council Only	\$500	- up to 15 acres:	\$75	- 15-50 acres:	\$150
Re-submittal Fees – Site Plans: 3 rd submittal; Master Subdivision Plans; 4 th submittal	½ Original Fee	- 51+ acres:	\$300		
		Tree Removal Plan	\$500		
Rezoning/Conditional Zoning	\$700/\$1000	Variance Permit	\$650		
Sustainable Development Conditional Zoning (SD-CZ)	\$1600 + \$10/acre	Zoning Verification Letter	\$125		
<small>1. No charge for the first tenant in a new building 2. Charged at Site Plan Final Plat 3. Charged at permit 4. Projects inactive for one year require new TIA and full submittal fee</small>					

RECREATION FEES₁

For New Residential Developments Assessed after 1/1/2022 - Collected by the Planning Department

Housing Type	Fee Per Unit	Acreage Per Unit	Decimal Multiplier
Single Family Detached	\$3,753.89	1/30 acre	0.0333
Single Family Attached	\$2,528.25	1/45 acre	0.0223
Multi-Family Attached	\$2,226.05	1/51 acre	0.01964

Existing Town ordinances require either the dedication of open space for public recreation or the payment of a fee in lieu per unit. The requirement regarding land dedication or fee in lieu will be based, in large part, on the Town's adopted Parks, Recreation, Greenways, and Open Space Master Plan. Recommendations regarding the acceptance of land or fee in lieu are made to the Town Council by the Parks, Recreation, and Cultural Resources Advisory Commission. 1. Annually on January 1, the fee amount shall be automatically adjusted in accordance with UDO §14.7.1(B).

ENCROACHMENT AGREEMENT

Submit to Development Services

Encroachment agreement preparation and recording	\$250 + eRecording Fee at Cost
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CONSTRUCTION FEES/BONDS

Calculated and collected by Development Services

Bond Administration Fee:	- Cash/check: \$100	- Surety Bond/Letter of Credit \$300	- Reduction/Amendment \$100
Fee in Lieu Administration Fee:	\$100		
Construction Plan Submittal Fees (Subdivisions)			\$700 + \$10/Lot
Construction Plan Submittal Fees (Sites, Utility Extensions, etc.)			\$700 + \$15/Sheet
Re-submittal Fees – Construction Plans (3 rd submittal and every other subsequent submittal (3 rd , 5 th , 7 th , etc.)			½ Original Fee
Late Fee – Construction Plan Submittal and Resubmittal			\$300
Construction Plan Revisions (after initial approval)			\$75/sheet
Water Extension Permit Application			\$200
Sewer Extension Permit Application			\$480
Water and/or Sewer Extension Permit Amendment			\$100 each
Infrastructure Extension Record Drawing Review (1 st & 2 nd reviews)			\$200
Infrastructure Extension Record Drawing Review (3 rd , 5 th , 7 th , etc. reviews)			\$100
Infrastructure Extension Record Drawing Review (after initial approval/field changes)			\$100

Construction Inspection Fees:

Water Lines	\$1.50 per linear foot	Fire Lanes	\$1.75 per linear foot
Sewer Lines	\$1.50 per linear foot	Sidewalks/Greenways	\$1.50 per linear foot
New Streets (public)	\$1.75 per linear foot per lane	Infill/Outparcel Lots	\$350 per lot
Curb & Gutter (All New/replaced public)	\$0.50 per linear foot	Driveway, residential	Per Building Permit Schedule
Storm Drains (public)	\$1.50 per linear foot	Driveway, not ready	Per Building Permit Schedule
Pump Station Review and Inspection	\$2,500 each	Driveway, reinspection	Per Building Permit Schedule
Warranty Bonds	25% of cost of installed and approved Infrastructure		
Performance Bonds	125% of cost of uninstalled Improvements		

*Repairs to damages water/sewer lines caused by construction shall be billed to the responsible party and include the cost of materials + 10% and current equipment and labor rates.

STORMWATER PLAN REVIEW FEES/BONDS

Submit to Development Services

Project Size (disturbed acres)	Stormwater Plan Review Fee
< 1 acre	\$-0-
1 - 5 acres	\$500
5 - 50 acres	\$500 + \$50 per additional disturbed acre

\$500 base review fee for projects disturbing up to 5 acres. Add \$50 per additional disturbed acre beyond 5 acres. Development projects that disturb less than 1 acre of land are not subject to the stormwater plan review fees since they are exempt from stormwater controls. The stormwater plan review fee will be limited to a maximum of 50 acres.

SCM Maintenance Bond	25% of cost of installed and approved Infrastructure
SCM Performance Bond	125% of cost of uninstalled Improvements
SCM As-Built Review Fee:	\$200 per SCM

SOIL AND EROSION CONTROL FEES/GUARANTEES

Submit to Development Services

Application for S&E Plan Approval	\$500 per disturbed acre
Future Lot Grading*	\$50 per acre of remaining building lot acreage
S&E Performance Guarantee**	\$2,500 per disturbed acre

*The future lot grading fee provides coverage under an erosion control permit and ensures compliance with NPDES stormwater regulations. Only the additional land disturbance associated with future building lots needs to be included.

**Performance guarantee must be in the form of a certified check, cash, or irrevocable letter of credit approved by the Town. The performance guarantee is due prior to the Town issuing a Letter of S&E Plan Approval and must be maintained after the issuance of the certificate of completion.

COMMERCIAL BUILDING PERMIT FEES

Calculated and collected by Building Inspections and Permitting

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

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

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

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

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

EXPRESS PLAN REVIEW (2 hr. min) *		ADMINISTRATIVE FEES	
First Hour	\$1,000	Duplicate Building Record Card	\$10
Each additional 15 minutes	\$250	General Records Research, Archive Files	\$3/page
Cancellation Fee (3 days prior notice)	\$200	General Records Research, Current Files over 10 pages	\$0.50/page

*when service is available

INSPECTION FEES			
Water Resources Certificate of Occupancy - Water/Sewer Final	\$100	Job not ready for inspection or installation of tap, meter, etc.	\$150
Standard re-inspection fee (Building, Electrical, Mechanical, Plumbing, Driveway, Water, and/or Sewer)	\$75	Cancelled Inspection fee (not cancelled by 8:00 am of scheduled day)	\$75
Previous violations not corrected (all trades)	\$150		
ONE AND TWO FAMILY DWELLING PERMIT FEES			
<i>Calculated and collected by Building Inspections and Permitting</i>			
NEW STRUCTURES (Single Family/Duplex/Townhomes)		\$/SQ. FT.	MIN/\$/UNIT
3,000 Gross SF and Less		0.35	\$500
>3,000 Gross SF:(3000SFx \$0.35/SF)+(Additional SF x \$0.35/SF x.75) = Permit Fee		Per Formula	
ADDITIONS/ALTERATIONS 800 SQUARE FEET AND GREATER		ADDITIONS/ALTERATION LESS THAN 800 SQUARE FEET	
	\$/SQ. FT.	MIN/\$/UNIT	
Building	\$0.19	\$150	Building \$150
Electrical	\$0.09	\$75	Electrical \$75
Plumbing	\$0.09	\$75	Plumbing \$75
Mechanical	\$0.09	\$75	Mechanical \$75
ACCESSORY STRUCTURES		MIN/\$/UNIT	SINGLE TRADE FEE SCHEDULE
Decks, Sheds, Roof Additions & Detached Garages, 400 sq. ft. or less		\$75	Building/Pool/Hot Tub Building \$150
Decks, Sheds, Roof Additions & Detached Garages > 400 sq. ft.		\$150	Electrical/Pool/Hot Tub Electrical \$75
Trellis (Attached to a structure)		\$40	Mechanical/Pool/Hot Tub Mechanical \$75
Retaining Wall Plan Review		\$100	Plumbing/Pool/Hot Tub Plumbing \$75
Retaining Wall		\$1 per linear foot	Grading \$75
MISCELLANEOUS			
Change of General Contractor		\$50	
Change of Lot		\$50	
Demolition (All Trades)		\$150	
Driveway		\$100/lot	
House Moved		\$375	
Irrigation		See Irrigation Meters (pg 5) + Capital Reimbursement Fees (pg 6)	
Mobile Home (All Trades)		\$150	
Modular Home (All Trades)		\$375	
Solar PV System		No Fee	
Temporary Power (Town of Apex Only)		\$125	
Work Without Permit		Double Permit Fees	
Expired Permit		½ Cost of Original Permit Fee	
PLAN REVIEW FEES (Non-refundable)			
Initial Fee for New Single Family and Townhome Construction (Not applied to cost of permit)		\$110	
Initial Fee All Other Construction (Not applied toward cost of permit)		\$100	
Plan Modification Fee (Not applied toward cost of permit)		½ Review Fee	
Re-review Fee (Not applied toward cost of permit)		½ Review Fee @ 3 rd , 5 th , 7 th , etc.	
Re-stamp Plans		\$60	
INSPECTION FEES			
Water Resources Certificate of Occupancy - Water/Sewer Final		\$100	
Standard re-inspection fee (Building, Electrical, Mechanical, Plumbing, Water, and/or Sewer)		\$75	
Job not ready for inspection or installation of tap, meter, etc.		\$150	
Previous Building, Electrical, Mechanical, Plumbing violations not corrected		\$150	
EXPRESS PLAN REVIEW (2 HOUR MINIMUM) – When service is available			
First Hour		\$600 + \$150 each additional 15 minutes	
Cancellation Fee without (3 days prior notice)		\$200	

ELECTRICAL UNDERGROUND AND SERVICE LATERAL FEES

Calculated by the Electric Department

Primary Facilities: <i>Collected by Electric Department</i> Based on cost difference of normal overhead facilities and the requested underground facilities.		Service Laterals: <i>Collected by Building Inspections Permitting</i> Charges are for the first 100 feet of service length. An excess footage charge, if applicable, is billed separately by the Electric Utilities Division at \$4.25/foot over 100 feet.	
Single-Family	\$526.75/lot	Single-Family	\$561/service lateral
Townhomes	\$526.75/unit	Townhomes	\$561/service lateral
Apartments	\$526.75 point of delivery	Apartments are typically served with multiple meter bases at approved locations; service laterals are usually installed in conjunction with the primary facilities and service lateral charges do not apply.	

WATER TAPS AND METER FEES**

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

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

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

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

SEWER TAPS**

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

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

WATER BACTERIOLOGICAL SAMPLE FEE

Samples collected by Water Resources Department. Fees collected by Development Services	\$100
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SEWER AND STORMWATER RE-INSPECTION FEES

Submit to Water Resources Department

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

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

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

Conditions:

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

WATER AND SEWER CAPITAL REIMBURSEMENT FEES

Calculated and collected by Inspections and Permitting & Planning

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

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

Utility Rates & Fees

CUSTOMER DEPOSITS

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

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

FEES

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

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

SOLID WASTE FEES

Yard Waste Collection	\$7.83/month	Dumpster Service	
Residential Roll-Out Cart	\$9.61/month	- 4 CY Dumpster	\$141.18/month
Commercial Roll-Out Cart	\$20.12/month	- 6 CY Dumpster	\$169.09/month
Recycling (Per Bin or Cart)	\$4.55/month	- 8 CY Dumpster	\$194.00/month
Bulk items	\$11/each	Bulk Items - Half Load	\$22
White Goods	\$18/each	Bulk Items - Full Load	\$40

STREET SIGN FEES

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

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

STORMWATER FEES	
Stormwater fees are effective January 2022. Stormwater utility fees are based on the total amount of impervious surface on an individual lot or parcel.	
Residential - Detached single-family homes, a duplex, or a manufactured home located on an individual lot or parcel.	
Tier 1: Small (400-1,500ft ²)	\$1.50
Tier 2: Medium (1,500-3,000ft ²)	\$5.00
Tier 3: Large (3,000-4,000ft ²)	\$7.50
Tier 4: Extra Large (>4,000ft ²)	\$10.00
Non-Residential - Parcels that contain more than two residential units, public/private institutional buildings, commercial buildings, parking lots, churches, etc.	\$5.00 per ERU (Total Impervious Area/\$2,700ft ² * \$5)
<i>*ERU (Equivalent Residential Unit) is the GIS Analysis of average impervious surface (rooftops, driveways, sidewalks, parking lots) per property. Approximately 2,700 ft²</i>	
<i>*Properties with less than 400ft² of impervious surface are exempt.</i>	

WATER & SEWER RATES			
Water Rates		Inside Town Limits	Outside Town Limits
Water Base Charge		\$6.00	\$12.00
Water Volumetric Rates (per 1,000 gallons)			
Commercial		\$4.25	\$8.50
Residential	Tier 1: 0 - 6,000 gal	\$4.25	\$8.50
	Tier 2: 6,001 - 12,000 gal	\$4.89	\$9.78
	Tier 3: > 12,000 gal	\$6.59	\$13.18
Wholesale Water Base Charge	\$5.45	Wholesale Water Volumetric Rates (per 1,000 gallons) \$4.09	
Sewer Rates		Inside Town Limits	Outside Town Limits
Sewer Base Charge		\$10.75	\$21.50
Sewer Volumetric Rates (per 1,000 gallons)			
Commercial & Residential		\$7.45	\$14.90
Colvin Park/White Oak *		\$12.55	N/A
<i>*Per the Alternative Sewer Agreement, "the Apex special published rate shall be based on the Cary published residential rate per thousand gallons plus an Apex charge of \$2 per thousand gallons."</i>			
Wholesale Sewer Base Charge	\$10.75	Wholesale Sewer Volumetric Rates (per 1,000 gallons) \$7.45	
Flat Rate Sewer	\$40.00/month		
Irrigation Rates		Inside Town Limits	Outside Town Limits
Irrigation Base Charge		\$6.00	\$6.00
Irrigation Volumetric Rates (per 1,000 gallons)		\$6.59	\$13.18
Bulk Water			
Hook Up Fee (per connection)	\$12	Hydrant meter	
Volumetric Rates (per 1,000 gallons)	\$7.20	- Set up/Relocate/Pickup	\$50/event
		- Rental Fee	\$12/day
		- Hydrant Meter replacement and/or repair	At cost + 10%

ELECTRIC RATES					
Service	Base Charge	Energy Charge (per kWh) All			
Residential	\$25.00	\$0.0942			
Service	Base Charge	Energy Charge (per kWh) ALL			
Small General Service	\$27.00	\$0.0966			
Service	Base Charge	Energy Charge (per kW)			
		On Peak	Off Peak	Bilateral Credit On Peak	Bilateral Credit Off Peak
Residential-Time of Use-TOU*	\$25.00	\$ 0.195	\$0.0518	\$0.1303	\$0.031
<i>*Currently Not Available</i>					
Small General Service-TOU	\$27.00	\$0.195	\$0.0537	0.1303	\$0.031
Service	Base Charge	Energy Charge (per kWh) ALL		Demand Charge (per kW) ALL	
Medium General Service	\$85.00	\$0.0731		\$7.75	
Medium General Service-TOU	\$85.00	\$0.07		\$11.50	
Large General Service	\$175.00	\$0.0593		\$10.32	
Large General Service-TOU	\$175.00	\$0.0579		\$11.86	
Service	Base Charge	Energy Charge (per kWh) ALL		Demand Charge (per kW)	
				All Coincident Demand	All Excess Demand
Large General Service-Coincident Peak	\$350.00	\$0.0451		\$20.18	\$3.93

ELECTRIC RATES

Outdoor Lighting

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

Sodium Vapor Units* Obsolete – no longer installed	Wattage	Monthly Charge	Monthly kWh
5,800 lumen-semi	70	\$8.230/Fixture	29/Fixture
9,500 lumen-semi	100	\$9.15/Fixture	46/Fixture
9,500 lumen-enclosed/post/flood	100	\$10.42/Fixture	46/Fixture
27,500 lumen-enclosed	250	\$18.67/Fixture	99/Fixture
27,500 lumen flood	250	\$19.86/Fixture	109/Fixture
50,000 lumen-enclosed	400	\$25.17/Fixture	152/Fixture
50,000 lumen flood	400	\$27.55/Fixture	168/Fixture

LED Units

Acorn Fixture	51	\$19.36/Fixture	29/Fixture
Shoebox – 1	61	\$12.17/Fixture	29/Fixture
Shoebox – 2	151	\$19.57/Fixture	29/Fixture
Area Light	51	\$8.71/Fixture	29/Fixture
Cobrahead – 1	51	\$11.38/Fixture	29/Fixture
Cobrahead – 2	151	\$17.51/Fixture	29/Fixture
Lantern – 1 w/ Lens	51	\$15.19/Fixture	29/Fixture
Lantern – 2 w/o Lens	51	\$18.29/Fixture	29/Fixture

Special Contract Lights

(residential dedicated public streets outside corporate limits)

	Monthly charge	Special Area Lighting Pole	Monthly Charge
100-watt HPS enclosed luminaire on approved wood pole	\$2.29/customer	Wood	\$ 2.51/pole
Fiberglass pole or post w/ approved 100-watt HPS luminaire	\$2.93/customer	Metal, fiberglass or post Decorative square metal	\$ 3.51/pole \$13.01/pole

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

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

*Maintenance only; no new installs

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

Additional Facilities

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

VENDOR FEES

Obtain Permit from the Town of Apex Police Department

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

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

FIRE DEPARTMENT FEES

Submit request and fees to Customer Service

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

Fees are paid to Parks & Recreation

Withdrawal₁

- 10+ days advance notice \$5.00
- Less than 10 days' notice & participant can be replaced from a waiting list 75% of costs plus \$5 processing fee

1. No refunds are issued when the amount is less than \$6.00. No refunds are issued when non-refundable deposits, admission fees or costs are paid in advance by the Town.

	Resident	Non-Resident		Resident	Non-Resident
Fishing Licenses			Senior Exercise Membership (55+)	\$0 for unlimited	\$10 for 20 visits
- 12 years & under	\$0	\$10/year			
- 13-54 years old	\$0	\$25/year	Open Gym Pass - Basketball/Volleyball/Senior Pickleball (for 10 visits)		
- 55 +	\$0	\$6/year	- Age 0-7	\$0	\$5
- Guest Pass	\$0	\$5/visit	- Age 8-17	\$5	\$20
Dog Park Passes			- Age 18-54	\$10	\$30
- Single Dog	\$0	\$5	- Age 55+	\$0	\$20
- Multiple Dogs	\$5	\$20	Vessel Permits (Jan – Dec)	\$5/year	\$40/year
- Additional Passes	\$10/pass	\$10/pass			

Facility Rentals

All reservations for 100 persons or more require Director approval and may require additional attendants, police and other requirements as deemed necessary by APRCR

	Resident	Non-Resident	Halle Cultural Arts Center	Resident	Non-Resident
Facility Deposit (Refundable)	\$250	\$250	- Auditorium	\$100/hour	\$150/hour
Amphitheater Deposit (Refundable)	\$200	\$200	- Sound/Light Booth	\$50/hour	\$75/hour
After Hours Rentals ₂	\$40/hour	\$40/hour	- Overnight Storage	\$50/night	\$75/night
Community Center			- Studio Gallery	\$50/hour	\$75/hour
- Summit Room	\$35/hour	\$52.50/hour	- Studio A	\$35/hour	\$52.50/hour
- Summit Room Projector Fee	\$15/hour	\$15/hour	- Piano (separate \$200 deposit required))	\$25/hour	\$37.50/hour
- Pinnacle Room	\$35/hour	\$52.50/hour	- Attendant Fees (after hours)	\$20/hour	\$20/hour
- Zenith Room	\$35/hour	\$52.50/hour	- 4 Hour Auditorium Package	\$600	\$900
- Catering Kitchen ₃	\$21/hour	\$31.50/hour	- 4 Hour Gallery Package	\$400	\$600
- Arts & Crafts Room	\$21/hour	\$31.50/hour			

Senior Center₄

- Salem Meeting Room (#108)	\$100/hour	\$150/hour
- Saunders Meeting Room (#110)	\$100/hour	\$150/hour
- Seaboard Meeting Room (#112)	\$100/hour	\$150/hour
- Projector Fee (#108,110 or 112)	\$15/hour	\$15/hour
- Large Projector (#108,110 & 112)	\$30/hour	\$30/hour
- Kitchen Room (#120)	\$30/hour	\$45/hour
- Chatham Classroom (#131)	\$35/hour	\$52.50/hour
- Friendship Classroom (#133)	\$35/hour	\$52.50/hour
- Arts & Crafts Room (#202)	\$35/hour	\$52.50/hour
- Hunter Exercise Room (#210)	\$30/hour	\$45/hour
- Hughes Exercise Room (#215)	\$30/hour	\$45/hour
- Salem, Saunders & Seaboard ₅	\$1,200/4 hours	\$1,500/4 hours

Field & Gym Rentals₆

Athletic Field – natural turf (no lights)	\$40/hour	\$60/hour
Athletic Field – natural turf (w/ lights)	\$60/hour	\$80/hour
Athletic Field – synthetic turf (no lights)*	\$70/hour	\$105/hour
Athletic Field – synthetic turf (w/ lights)*	\$90/hour	\$125/hour
Gym - Whole	\$65/hour	\$97.50/hour

* Synthetic Turf Fields require additional \$250 Damage Deposit
* Natural Turf Fields require additional \$100 Damage Deposit

Shelter Rentals

Refundable Deposit (Shelter)	\$100	\$100
Apex Community Park – small	\$17.50/hour	\$26.25/hour
Apex Community Park – large	\$22.50/hour	\$33.75/hour
Hunter Street Park – small	\$17.50/hour	\$26.25/hour
Jaycee Park – small	\$17.50/hour	\$26.25/hour
Kelly Road Park small	\$17.50/hour	\$26.25/hour
Nature Park – small	\$17.50/hour	\$26.25/hour
Nature Park – large	\$17.50/hour	\$26.25/hour
Seagroves Farm Park - small	\$17.50/hour	\$26.25/hour

Other Amenity Rentals

- Tennis Courts (2 min / 4 max)	\$15/hour/court	\$22.50/hour/court
- Sand Volleyball Court	\$15/hour/court	\$22.50/hour/court
- Disc Golf Course	\$45/hour	\$67.50/hour
- Amphitheater (1/2 day)	\$125	\$187.50
- Amphitheater (whole day)	\$250	\$375
- Attendant Fee (100+ Guests)	\$20/hour	\$20/hour
- Extra Table Fee	\$3/table	\$3/table

2. Requires additional approval by Director; 3. attached to Zenith Room 4. Projector use is an additional fee as noted, 5. Fee includes after hours attendant fees for 2 attendants, kitchen and all three rooms) 6. All rentals require a 2-hour minimum.

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: December 13, 2022

Item Details

Presenter(s): Dianne Khin, Planning Director

Department(s): Planning

Requested Motion

Motion to set the Public Hearing for the January 10, 2023 Town Council meeting regarding various amendments to the Unified Development Ordinance (UDO).

Approval Recommended?

The Planning Department recommends approval.

Item Details

Summary of UDO Amendments

Requested by Planning Staff:

1. Amendments to Secs. 4.2.2 *Use Table*; 4.3.5 *Use Classifications, Commercial Uses* and 4.3.6 *Use Classifications, Industrial Uses* in order to create the use "Warehousing fulfillment center", change the definitions of "Truck terminal" and "Warehousing, general", and to change the use "Wholesaling, general" to "Wholesaling distribution center".
2. Amendment to Sec. 6.1 *Watershed Protection Overlay Districts* in order to change all references to "Environmental Engineering Manager" to "Stormwater Engineering Manager".
3. Amendments to Sec. 6.1.11 *Riparian Buffers* and 6.1.13 *Modifications by Variance* in order to modify the single-family residential riparian buffer requirements and riparian buffer variance standards, and to provide updated references to state law.

Attachments

- N/A



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for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: December 13, 2022

Item Details

Presenter(s): Amanda Bunce, Current Planning Manager

Department(s): Planning

Requested Motion

Motion to approve the Statement of the Apex Town Council pursuant to G.S. 160D-605(a) addressing action on the Unified Development Ordinance (UDO) Amendments of November 29, 2022.

Approval Recommended?

The Planning Department recommends approval.

Item Details

Attachments

- Statement of Town Council



STATEMENT OF THE APEX TOWN COUNCIL PURSUANT TO G.S. 160D-605(a) ADDRESSING ACTION ON THE UNIFIED DEVELOPMENT ORDINANCE (UDO) AMENDMENTS OF NOVEMBER 29, 2022

Pursuant to G.S. §160D-601 and Sec. 2.2.11.E of the Unified Development Ordinance, the Director of Planning and Community Development for the Town of Apex, Dianne Khin, caused proper notice to be given (by publication and posting), of a public hearing on UDO Amendments before the Town Council on the 29th day of November 2022.

The Apex Town Council held a public hearing on the 29th day of November 2022. Amanda Bunce, Current Planning Manager presented the Planning Board's vote to recommend approval by a vote of 8-0 at the public hearing.

All persons who desired to present information relevant to the UDO Amendments and who were residents of Apex or its extraterritorial jurisdiction were allowed to present evidence at the public hearing before the Apex Town Council. No one who wanted to speak was turned away.

The Town Council on the 29th day of November 2022 by a vote of 5 to 0, approved the Ordinance for UDO Amendments.

The Apex Town Council finds from information and testimony provided at the public hearing that the approval of the various UDO Amendments of June 28, 2022 are consistent with the Advance Apex: The 2045 Plan and reasonable and in the public interest for the following reason(s):

1. The amendments to various sections of the UDO to change the all references to “Director of Planning and Community Development” to “Planning Director” and “Department of Planning and Community Development” to “Planning Department” is related to a recent change in the name of the department.
2. The amendments to UDO Sec. 8.2.6 *Buffering* provides clarification on the spacing and amount of plantings needed in certain buffers.

Jacques K. Gilbert
Mayor

ATTEST:

Allen Coleman, CMC, NCCCC
Town Clerk

Date

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PRESENTATION

Meeting Date: December 13, 2022

Item Details

Presenter(s): Joanna Helms, Economic Development Director and Crystal Morphis, Consultant

Department(s): Economic Development

Requested Motion

Town Council to receive an update on the Strategic Plan for the Economic Development department from the consultant that conducted the process, Crystal Morphis with Creative Economic Development Consulting.

Approval Recommended?

N/A

Item Details

Staff and consultant will provide a presentation on the process and results of the strategic plan, including information on the Steering Committee participants, SWOT analysis, public engagement, research, and final recommendations.

Attachments

- Apex Economic Development Strategic Plan





Economic Development Strategic Plan

Sponsored by: *ElectriCities of NC, Inc.*

Creative Economic Development Consulting

2022

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Executive Summary

Apex is a fast-growing community in a high-tech region that is attracting skilled and talented people. Companies and people are attracted to the town's quality of life, transportation access, amenities, and proximity to the greater Raleigh area. Small businesses are flourishing, and entrepreneurs have strong support from the town's LaunchAPEX program. With development and redevelopment projects underway and public investments in infrastructure and recreation, there are many assets and opportunities for growing the employment and tax base of the town. Investing time and resources in spaces for businesses to grow, amenities for residents and visitors, and long-range planning will take Apex's economic development program to the next level and increase the mix of local employment opportunities.

The economic development strategic planning process was sponsored by ElectriCities of N.C., Inc. as a service to its member communities. ElectriCities sponsors projects like this to spur and support economic growth in its communities. This strategic plan will guide the Town of Apex's strategic investments that will result in a stronger, more diverse, and sustainable economy.

The strategic planning process included community engagement, SWOT Analysis, and economic and demographic research. An asset-based approach to strategic planning was used, building goals, strategies, and action steps around Apex's assets and future opportunities. Apex's strengths include a talented workforce, transportation access, infrastructure, amenities, and a growing population. The strategic plan calls for the town to leveraging its small-town quality of life and invest in new tourism and entertainment destinations to attract more visitors. The town's challenges include ensuring there is capacity to meet growth demands, housing availability and affordability, workforce availability, and increasing pressure on transportation infrastructure. One of the strategic plan goals specifically addresses the need to invest in long-range planning to ensure Apex stays ahead of growth.

The strategic plan builds upon the town's strengths and captures opportunities. It also addresses weaknesses and mitigates looming threats. Apex's goals are centered around business retention, attraction, and startups, tourism development, and long-range planning.

- ⦿ Develop and Market Choice Business Locations
- ⦿ Support Startups and Small Business Growth
- ⦿ Implement a Travel and Tourism Development Plan
- ⦿ Community Capacity Keeps Pace with Growth

Business, community, and government leaders want the town to continue to be a great place to raise a family, visit for the weekend, and grow a small business – and they are committed to working together toward that goal. Apex is fortunate to have top-notch professionals in town government and passionate private sector leaders, both willing to invest in the future of Apex.

Economic Development Strategic Plan

New business recruitment and existing business retention was ranked as the number one economic development strategy by Apex citizens. This was closely followed by small business and entrepreneur development and transportation improvements. Citizens want to see the town invest in projects that will support those strategies: transportation, sites and buildings for businesses, and support for small businesses and entrepreneurs. They want these strategies to result in quality jobs, a diverse economy, new business startups, and increased retail sales. Citizens also want the town to manage the demands of growth so their small-town quality of life can be maintained.

The economic development goals for Apex build upon the town's assets and opportunities and align with citizen input. The goal to develop choice business locations supports business attraction and retention. Small business and entrepreneur development is supported by the second goal. The recommendation to expand the economic development program to include travel and tourism addresses diversification, business startups, and increased retail sales. The fourth goal addresses the need to expand capacity and manage growth to ensure Apex maintains its place as a top place to live in the Triangle.

Fast-growing towns face many challenges that require long-range planning and strategic public investments. This plan will require new investment to reach the results citizens want: local quality jobs, new business startups, economic diversification, and capacity building.

Town of Apex Economic Development Goals

- ⦿ Develop and Market Choice Business Locations
- ⦿ Support Startups and Small Business Growth
- ⦿ Implement a Travel and Tourism Development Plan
- ⦿ Community Capacity Keeps Pace with Growth



Goal: Develop & Market Choice Business Locations

With limited land designated for industrial and business development, the Economic Development Department should remain proactive in identifying, controlling, and developing land to create local employment opportunities that will reduce commuting, leverage public investments in infrastructure, and support Apex's live, work, play environment.

Strategy: Identify and control sites for suppliers of Vinfast, Toyota, and Wolfspeed and other employers.

Action Steps:

- Apply to the ElectriCities Site Assist Program, a program that identifies industrial sites in its member communities. The program is funded by ElectriCities.
- Complete the Wake County Site ID program which identifies industrial sites in municipalities in Wake County. This program is funded by Wake County Economic Development.
- Review and assess town and county owned properties for any with industrial development potential.
- Reach out to existing businesses to identify land they own but will not be used for future expansion.
- Evaluate former commercial properties, underutilized, and brownfield sites.
- Explore multi-jurisdictional development partnerships with other municipalities and Wake County.
- Prioritize potential industrial development sites and create a long-range site development strategy to control and complete due diligence on the priority sites.
- Apply to the ElectriCities Smart Sites Program to complete due diligence on sites. (Apex has used this program in the past.)

Strategy: Continue to work with private developers to develop speculative buildings.

Action Steps:

- Host tours of industrial sites for private developers to promote development opportunities.
- Prepare conceptual site plans on priority sites to model spec building development. Invest in 3-D and video renderings.
- Create a public-private partnership development program whereby the town supports spec building development on strategic sites. Examples: The town could waive fees, extend infrastructure, delay payment for publicly owned land until the building leases/sells, grade the site with repayment when the building leases/sells, pay interest until the building leases/sells, etc. Catawba County has created successful public-private partnerships for spec building development.

Strategy: Launch business attraction marketing for sites and buildings.

Action Steps:

- Host EDPNC staff for an annual visit to Apex to showcase sites, building, existing businesses, coworking spaces, and investments in downtown and the community.
- Continue e-marketing promoting Apex to EDPNC, site consultants, commercial realtors, existing businesses for expansion, and economic development allies.
- Add a special section to the website to recruit suppliers of Vinfast, Toyota, and Wolfspeed. Include competitive advantages and talent data.
- Continue to participate in targeted business attraction events with Wake County, EDPNC, and ElectriCities.
- Continue using social media to promote opportunities in Apex, focusing external marketing on LinkedIn and Twitter.
- Continue business attraction efforts targeted to small businesses and large commercial franchises.



Goal: Support Startups and Small Business Growth

There is an opportunity to capture the wave of entrepreneurship by expanding the small business and entrepreneurial resources already offered by the town to encourage more startups and small business growth.

Strategy: Increase town support of WMBEs.

Action Steps:

- Conduct and implement the findings of a disparity study to increase diversity in town procurement.
 - Research and implement best practices from similar towns.
- Develop a database of WMBE businesses in Apex.
- Through e-communications, promote Triangle events targeted to support WMBEs.
- Make Apex businesses aware of local WMBEs to increase B2B opportunities.
 - Explore partnerships to develop a vendor or information portal.
 - Network WMBEs with Apex's target business sectors.
- Promote LaunchApex to WMBEs.
- Partner with Wake Technical Community College Small Business Center and the Small Business and Technology Development Center to provide programming and technical assistance for WMBE businesses:
 - How to Become a Certified Historically Underutilized Business
 - How to Become a State and Federal Contractor
 - Doing Business with Life Science Companies and other Apex target sectors
 - Tap into State and Federal Bid Sources
 - Tap into Local WMBE Resources
- Ensure Apex WMBEs are aware of business resources through agencies such as the Small Business Center, SBTDC, and Industrial Expansion Solutions.

Strategy: Create incubator & maker space to compliment coworking space.

Action Steps:

- Conduct a feasibility study to determine the need/market for incubator and maker space. U.S. EDA has grant funds available to study the feasibility of incubators and maker spaces, as well as grant funds for facility renovation.
- If the feasibility study is positive, determine if an incubator and/or maker space could be co-located with coworking.
- Organize a tour of best practice incubators/maker spaces for town leaders to develop a vision for Apex.
- Host LaunchAPEX programs at the incubator/maker space to activate the space. LaunchAPEX is a signature program of the Economic Development Department that can be used to boost engagement in incubation space.

Strategy: Small business incentive and financing programs.

Action Steps:

- Expand the town's incentive policy to support small businesses. See the City of Asheville's [Business Development Grant](#) program where the investment threshold to qualify for incentives starts at \$250,000.
- Apex could also support small business development with building upfit grants. See this example from the [City of Raleigh](#).
- Consider creating a program similar to the City of Morganton's [Small Business Loan Program](#).
- Broaden the façade grant to include architectural services. Example: City of Gastonia [Downtown Economic Incentive](#).
- Wilkes County has a good example [small business grant](#) program.
- Work with financial institutions to support access to capital.

Strategy: Expand the Business Retention and Expansion (BRE) program.

Action Steps:

- Maintain a goal of 500 existing business outreach contacts.
- Set a goal of 50 direct business contacts a year.
- Host two BRE networking events a year to promote B2B.
- Continue small business meetups and downtown stakeholder meetings.
- Target existing businesses with a quarterly/semi-annual e-communication that promotes town resources, resources in the Triangle, B2B opportunities, and local events.
- Develop a new business “welcome packet” (electronic) that lists resources, contacts, and upcoming networking events.
- Add a list of existing business support services (like the location assistance information) to the “Existing Business” webpage.



Goal: Implement a Travel and Tourism Plan

North Carolina ranks number five in domestic tourism and the Triangle ranks in the top 50 in the nation. Apex has, and is developing, amenities to attract day-trippers and weekend getaways. Expanding the Economic Development Department to include tourism destination development and promotion will take advantage of local, regional, and state assets.

Strategy: Recruit a satellite location of a state/regional tourism destination.

Action Steps:

- Identify a site for a tourism destination. Prioritize sites that leverage town investments in recreation and amenities. Look for opportunities to leverage the “festival district.”
- Create a recruitment packet for a tourism destination. Include market data (traffic count, visitor data, income, retail spending) and public partnership opportunities (town owned property, public investment in parking, nearby expanded recreation amenities).
- Launch a recruitment outreach program to potential partners: state museums, science centers, cultural and arts centers. An example is the Discovery Place in Charlotte expanding to create [Discovery Place Kids](#) in Huntersville. Another example is the Virginia Museum of Natural History creating a satellite location in Waynesboro, VA.

Strategy: Recruit tourism infrastructure to boost visitors and economic impact.

Action Steps:

- Expand upon the recruitment packet for a tourism destination described above to include a market profile for hotels, restaurants, and retail.
- Include the market profile on the economic development website.
- Launch a marketing campaign to developers of hotels, restaurants, and destination retail. Target developers of establishments in the Triangle to open another location in Apex.
- Partner with regional allies to make sure developers and event planners know about tourism development opportunities in Apex.

Strategy: Market Apex as a destination in the Triangle for day and multi-day experiences.

Action Steps:

- Continue to leverage Visit Raleigh (example webpage below) and other regional tourism programs by including Apex “stay, shop, eat, play” information.
- Make sure partners that are promoting the Triangle include Apex events and tourism assets.
- Create day and multi-day itineraries and promote on the website, social media, and share with regional tourism partners.
- Continue the “Love Local” campaign.
- Develop a calendar of events and weekly e-blast of “events of the week.” [Explore Elkin](#) is a community development organization that does a good job promoting events and happenings within the community and region.

The screenshot shows the Visit Raleigh website. The navigation bar includes links for Places to Stay, Events, Foodie, Things to Do, Plan a Trip, and Industry. The main heading is "Apex, N.C." followed by a paragraph describing the town's historic railroad heritage and downtown area. Below this are four featured business cards, each with a photo, title, and a brief description.

Apex, N.C.

Celebrating its turn-of-the-century railroad heritage, the charming town of Apex features more than 60 commercial and residential structures dating from 1870 to 1940. Take a stroll through the quaint, pedestrian-friendly downtown area to see colorfully restored buildings that house thriving businesses. Downtown Apex is home to bustling antique shops and specialty stores, including the locally-adored **Rusty Bucket**, as well as restaurants like the award-winning **Anna's Pizzeria**. History buffs can tour historic Hughes and Salem Streets, part of a district recognized by the National Register of Historic Places that includes the circa-1914 Apex Union Depot, an iconic example of late Victorian architecture.

You can also enjoy small-town theater and artwork at the **Halle Cultural Arts Center**, with three galleries, two studio classrooms and a 150-seat theater. Further south, the **North Carolina Railroad Museum** offers rides on restored historic steam engines and self-guided tours where visitors can learn about historic railroad equipment.

Anna's Pizzeria - Apex
Anna's Pizzeria is a busy, family-friendly restaurant serving up authentic New York style pizzas and Italian dishes located in... [View More](#)

Halle Cultural Arts Center
The Halle Cultural Arts Center hosts a number of premier performances, visual art exhibitions and movies. Children and adult... [View More](#)

The Rusty Bucket
The Rusty Bucket, located in historic downtown Apex, calls...

Brueprint Brewing Company
Downtown Apex is a beautiful...



Goal: Community Capacity Keeps Pace with Growth

Long-term planning to ensure the town has resources to meet the demands of growth and development are a key concern of citizens. The Economic Development Department's role in long-term planning is critical. The Department is a liaison with the business community, can advocate for public investment, and participate as a key planning partner.

Strategy: Continue to invest in long range planning.

Action Steps:

- Ensure the Economic Development Department is engaged with the town's long-range planning initiatives to align economic development strategies with the town's development goals. Continue service on town committees leading long range planning.
- Be a liaison between the town and businesses to ensure businesses are engaged in long range planning.
- Report on implementation of the economic development strategic plan to ensure town council is up to date on the goals and strategies of the Economic Development Department.
- Leverage economic development planning resources (ElectriCities, EDPNC, NC Commerce, etc.) to keep the strategic plan updated.
- Stay connected to economic development professionals in other fast-growing municipalities to stay on the leading edge of balancing growth and development.

Strategy: Continue to advocate for transportation and passenger rail.

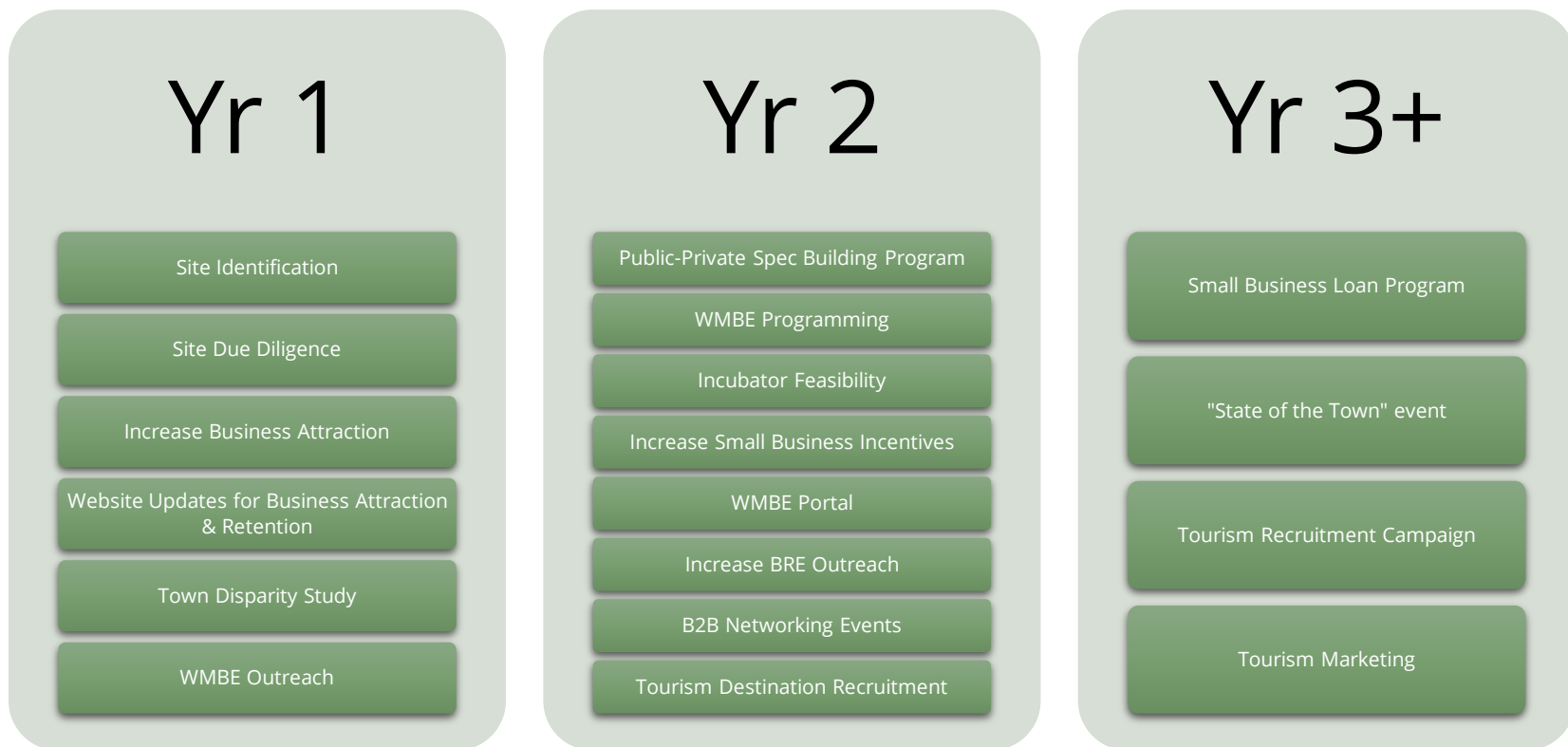
Action Steps:

- Be an advocate for transportation improvements that enhances Apex's live, work, play environment.
- Advocate for transportation improvements that assist with business retention, expansion, and attraction.

Implementation Plan

The Apex Economic Development Strategic Plan is designed to be implemented over three to five years. The implementation priorities below are recommended by the consulting team. Implementation will require new departmental funding for initiatives such as travel and tourism as well as new investments in site control and development. Outside of the Economic Development Department, the town will need to continue to invest in long-range planning and capacity building.

We recommend a regular review and update of the strategic plan and implementation guide. Opportunities arise as market conditions, public policy, and private sector interest change.



Appendix A: SWOT Analysis

A SWOT (Strengths, Weaknesses, Opportunities, and Threats) Analysis was developed using community input through a workshop, online survey, and interviews and the economic and demographic profile (Appendix B). The soundest economic development strategies are asset based. The economic development strategic plan is built upon strengths and opportunities for the future while addressing weaknesses and mitigating threats.

Strengths

- Proximity to Jordan Lake, RTP, airport, and universities
- Educated workforce
- Public Schools and Wake Technical Community College
- Utilities including fiber
- Transportation infrastructure and transit
- Apex parks and recreation system, walkability, greenspace
- Growing tax base

Weaknesses

- Capacity of infrastructure: roads, water, and sewer
- Road congestion
- Land availability and suitability for development
- Housing affordability
- Workforce availability
- Capacity of town staff to keep pace with growth
- Tourism infrastructure such as hotels

Opportunities

- Leverage parks and recreation for expanded entertainment options
- Big Branch Pump Station (currently in the design stage)
- Downtown social district
- Improved parking awareness and access
- Passenger rail station and transit-oriented development
- New athletic complex opening soon
- Progress on downtown master plan
- Bond for street and sidewalk improvements

Threats

- Failure to adequately plan for and invest in infrastructure to manage growth
- Failure to preserve land for commercial and industrial development
- Available space for new schools as the town grows
- Perceived concerns about regulatory process for development
- Failure to communicate with citizens and businesses
- Rising cost for infrastructure projects including the and rising cost of NC DOT transportation projects

Strengths

Strengths and assets are the foundational building blocks of a sound economic development strategy. Strengths are the reasons why businesses and people locate in a community and why visitors travel to a place. Apex has assets that support business startup and growth and are attractive to new residents. Ones that stand out are related to location in the Research Triangle, skilled workforce, schools and universities, and quality of life amenities such as recreation, health care, dining, and shopping. In the survey, citizens noted the quality of life, downtown, and Wake Technical Community College as the top three assets.

- Proximity to Jordan Lake, RTP, airport, and universities
- Educated workforce
- Public Schools and Wake Technical Community College
- Utilities including fiber
- Transportation infrastructure and transit
- Apex parks and recreation system, walkability, greenspace
- Growing tax base
- Strong local business community
- “America’s Biggest Small Town” - quality of life, family-friendly safe, welcoming
- Access to tech industry
- Beautiful and thriving downtown
- Access to great medical care
- Diversity cultural experiences
- Strong residential demand
- Expert and responsive town staff
- New business startups, expansions, and locations (Coca Cola Distribution Center)

Weaknesses

Apex faces some of the same challenges as other fast-growing towns in metro areas such as managing growth, strain on infrastructure, housing affordability, and preserving land for commercial and industrial development. Unique to Apex is some of the challenges in downtown development. The small footprint of downtown limits development opportunities, puts pressure on development cost, and taxes infrastructure. Apex has been proactively addressing these challenges through smart planning; however, the Triangle Region will continue to be a “hot” market for business and talent attraction. On the citizen survey, entertainment, transportation access, and utility capacity were ranked the lowest.

- Capacity of infrastructure: roads, water, and sewer
- Road congestion
- Land availability and suitability for development
- Housing affordability
- Workforce availability
- Capacity of town staff to keep pace with growth
- Tourism infrastructure such as hotels
- Entertainment options
- Event and large group spaces
- Commercial space affordability
- Bikeability
- Awareness of downtown parking options
- Public transportation
- Limited options for industrial development
- Access to a wider option of retail
- Small downtown footprint limits storefront options

Opportunity

Much of the input from citizens and community leaders focused on opportunities, expressing a high level of enthusiasm for the future of Apex. Many of the opportunities will help Apex grow in a way that preserves the character of the community. Examples are investing in infrastructure, transportation, and greenway connectivity. There are opportunities to preserve land for commercial and industrial development to ensure the town has revenue to continue to provide a high level of services such as recreation facilities and programs.

- Expanded entertainment options
- Big Branch Pump Station (currently in the design stage)
- Downtown social district
- Improved parking awareness and access
- Passenger rail station and transit-oriented development
- New athletic complex opening soon
- Progress on downtown master plan
- Bond for street and sidewalk improvements
- NC55 widening and access project
- Completing greenway connections including the American Tobacco Trail
- Friendship Station development
- Redevelopment of former industrial and commercial space
- Amphitheater for local musicians
- Communicate the benefits of commercial and industrial development and support of public services

Threats

Threats are identified in a SWOT analysis in order to mitigate potential risk. Apex's chief threat is a failure to plan for and invest in policies and infrastructure to manage growth so Apex will remain the quality place people love. This includes ensuring all infrastructure grows with the town and preserving land for future development so there is a revenue stream to support public services.

- Failure to adequately plan for and invest in infrastructure to manage growth
- Failure to preserve land for commercial and industrial development
- Available space for new schools as the town grows
- Perceived concerns about regulatory process for development
- Failure to communicate with citizens and businesses
- Rising cost for infrastructure projects including the and rising cost of NC DOT transportation projects
- Competitiveness of neighboring locations
- Affordable housing, especially needs for age 65+ and millennials
- Balance the needs of residential and commercial development
- Losing small town charm
- Outside developers pricing out local business owners
- Losing businesses to lower cost areas

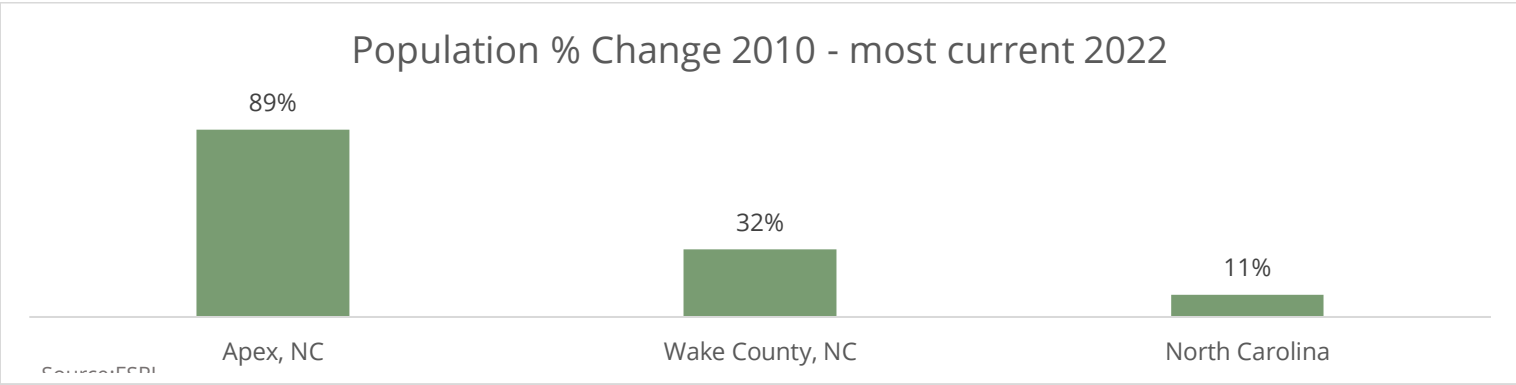
Appendix B: Economic and Demographic Profile

Summary

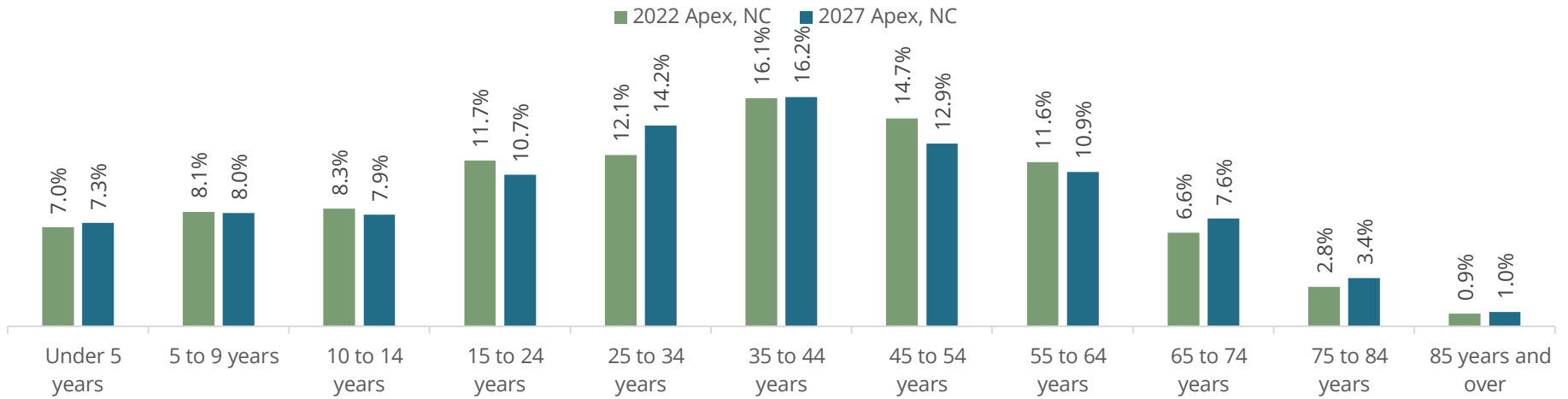
- Fast growing, highly educated population.
- Per capita income 14% higher than the county and 50% higher than the state.
- Homes are more expensive in Apex - \$393,904 median home value.
- Growing county labor force and declining unemployment rate.
- Predominant employment sectors are Professional and Technical Services and Health Care and Social Assistance.
- Fastest growing employment sectors are Mining (although total employment is small) and Information.
- Retail sales are increasing.
- Apex resident commute longer than the average resident in Wake County.
- The crime index rate is declining.
- Travel and tourism expenditures are rebounding after COVID-19.

Population	2010	2022	2027
Apex, NC	39,240	74,200	99,603
Wake County, NC	900,861	1,189,437	1,267,546
North Carolina	9,535,483	10,671,397	10,981,129

Source: ESRI

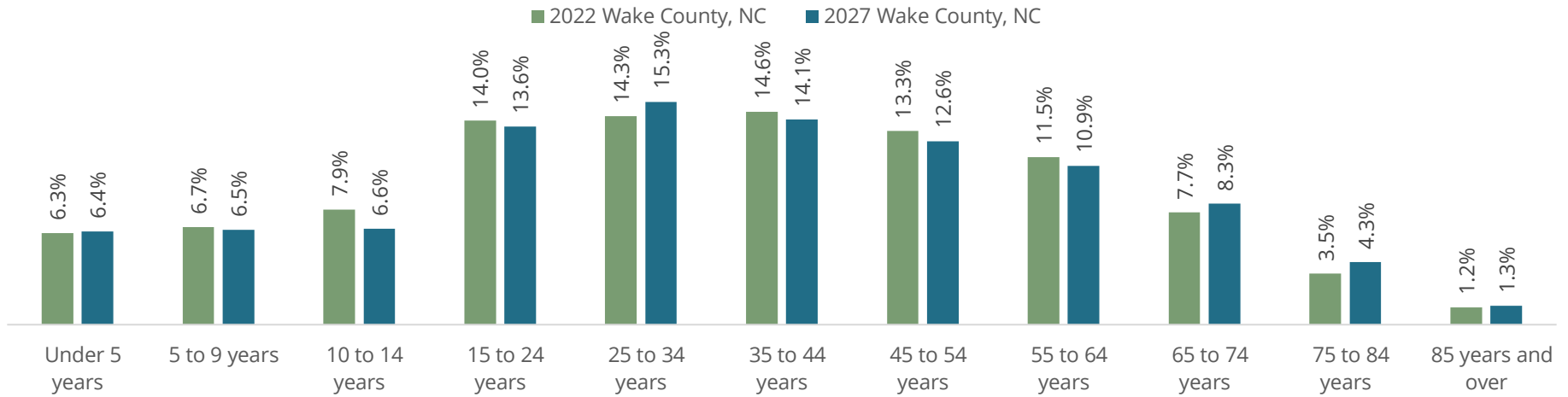


Age Apex, NC

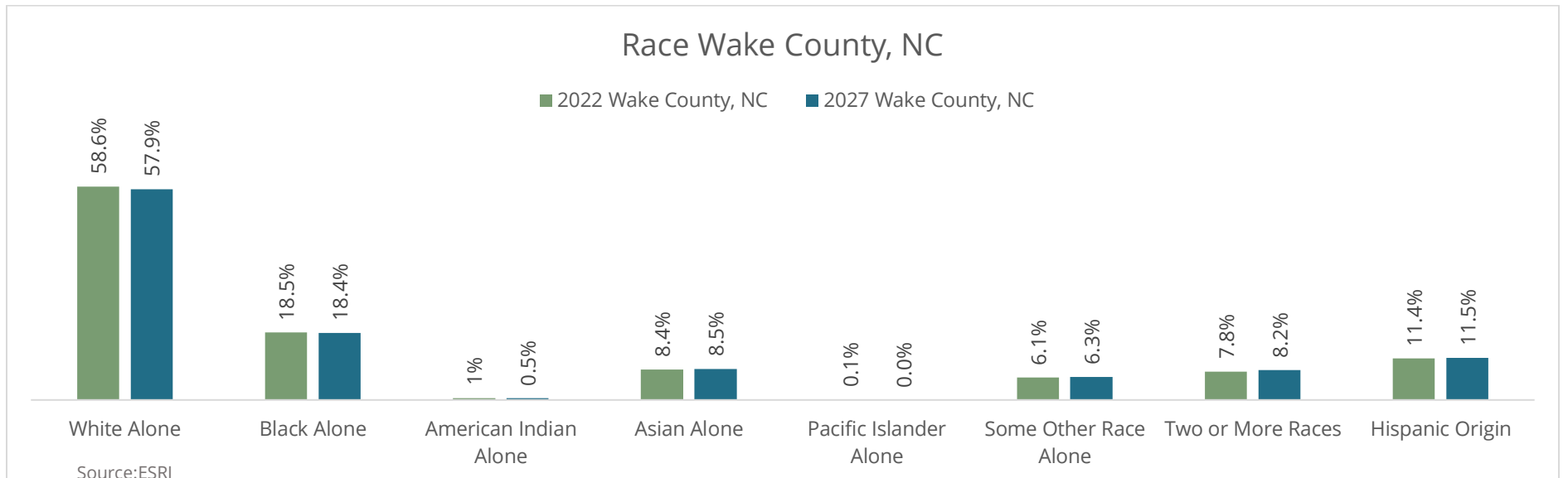
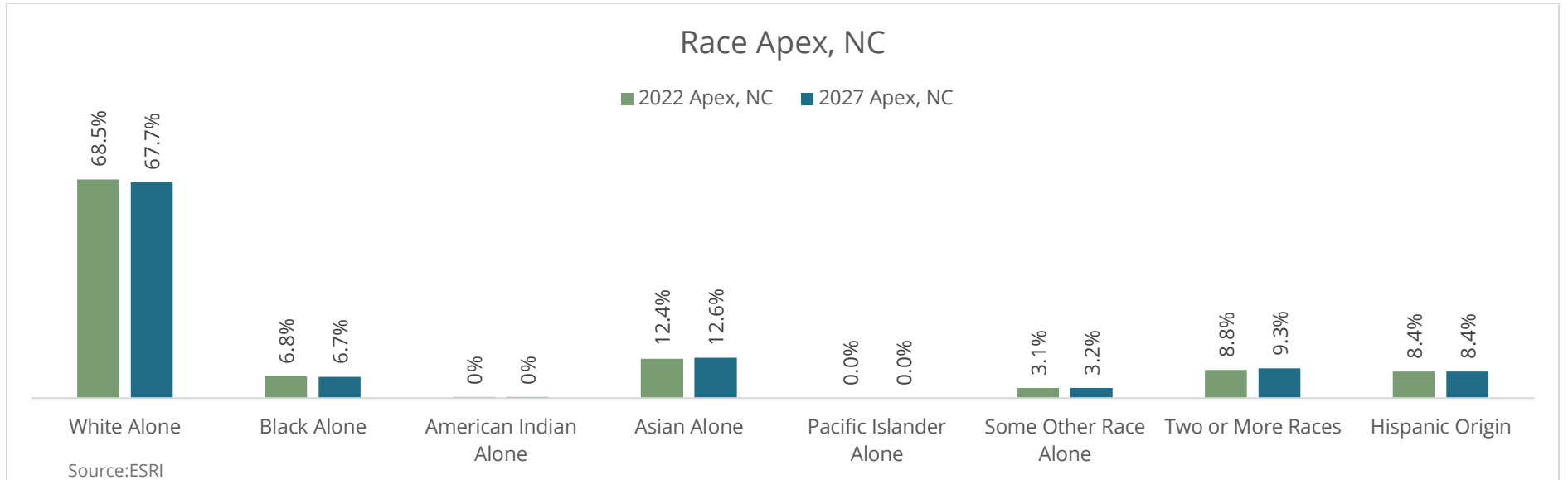


Source:ESRI

Age Wake County, NC

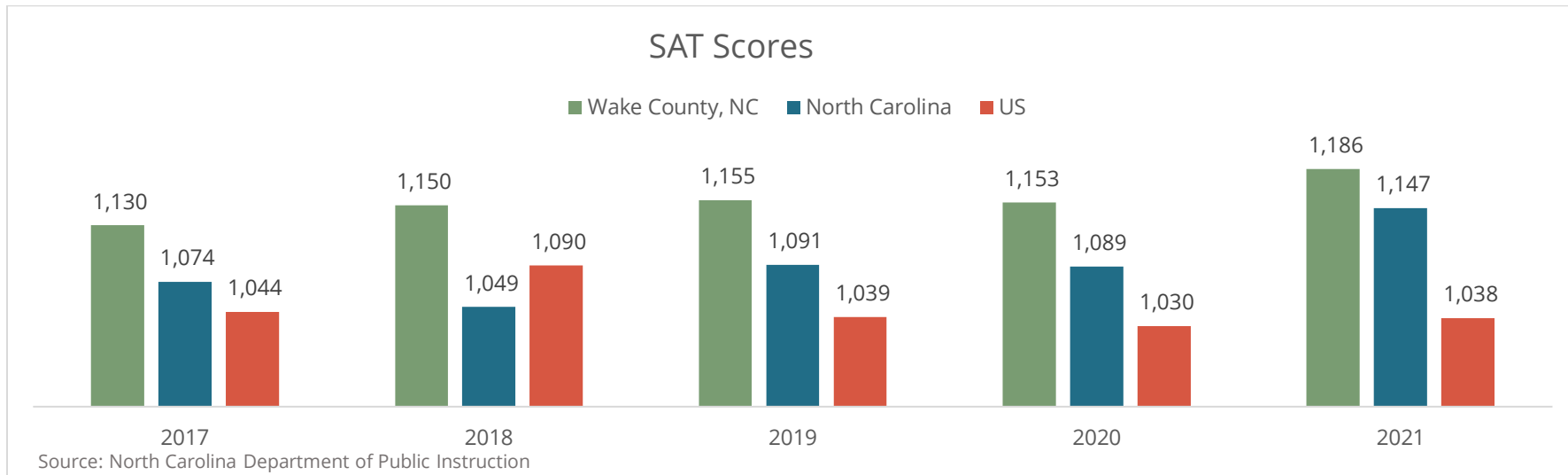


Source:ESRI

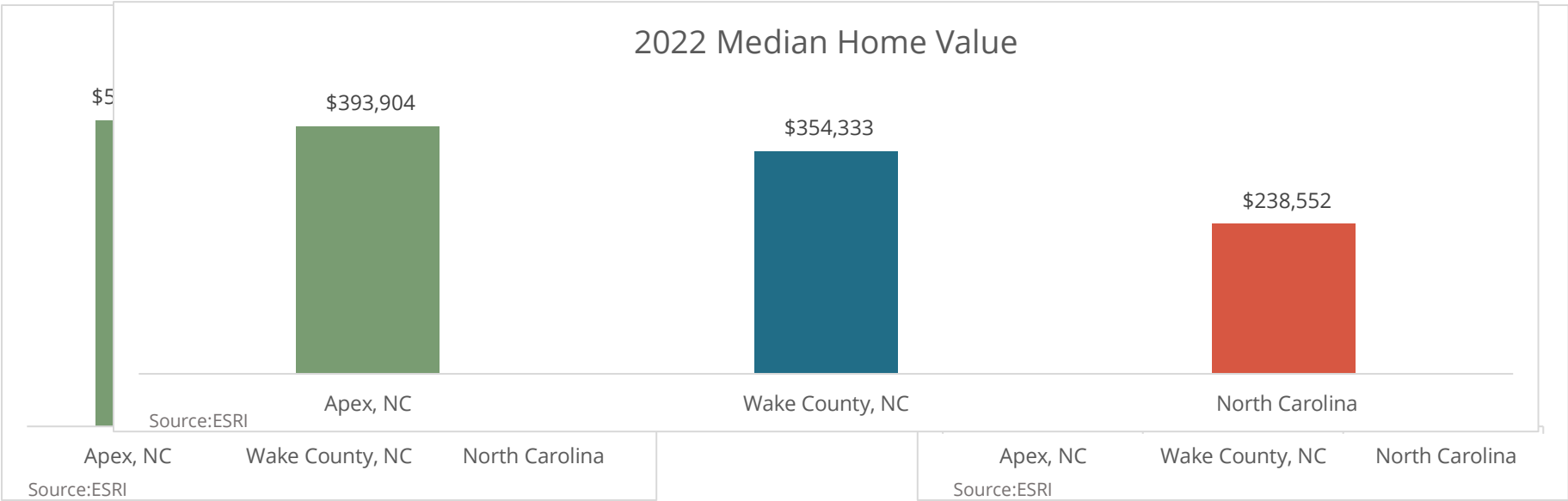


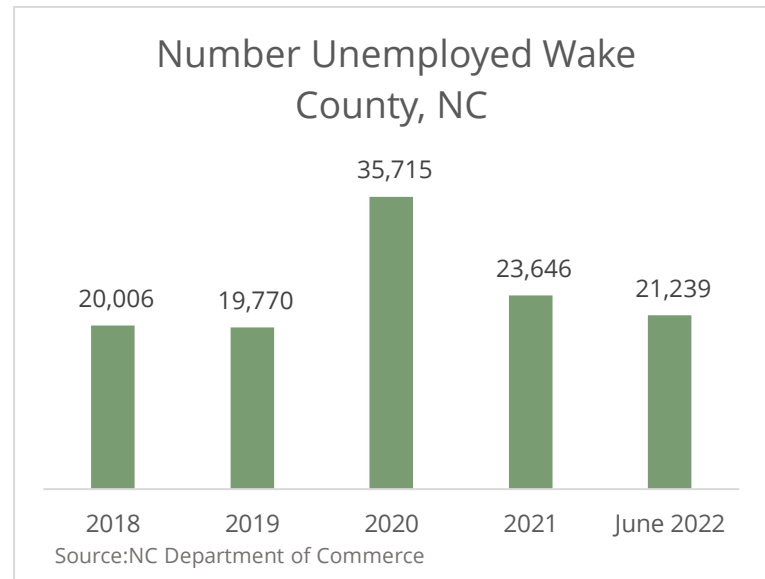
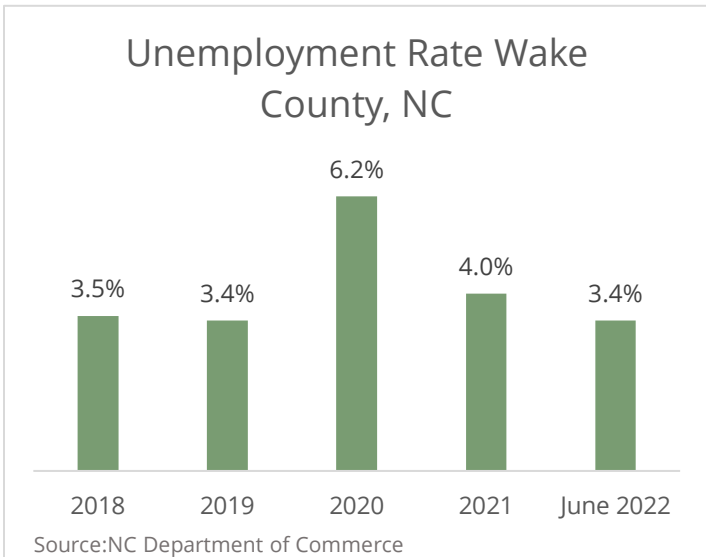
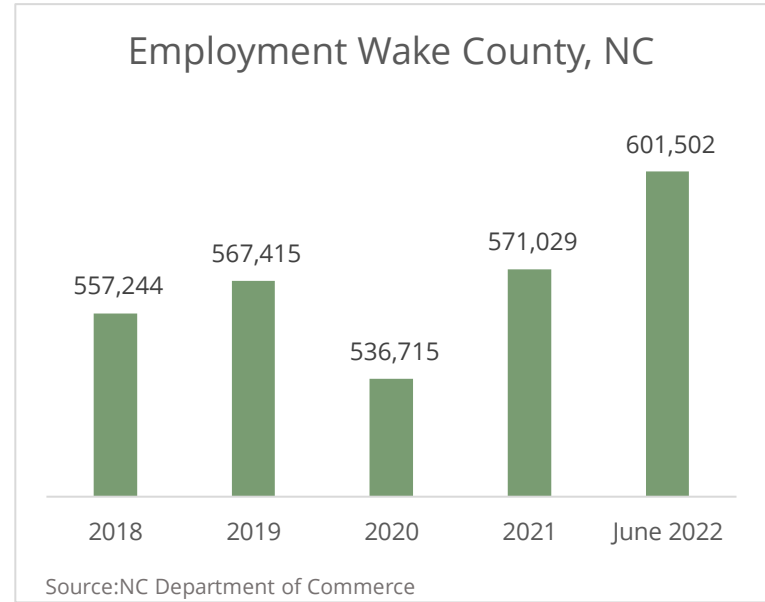
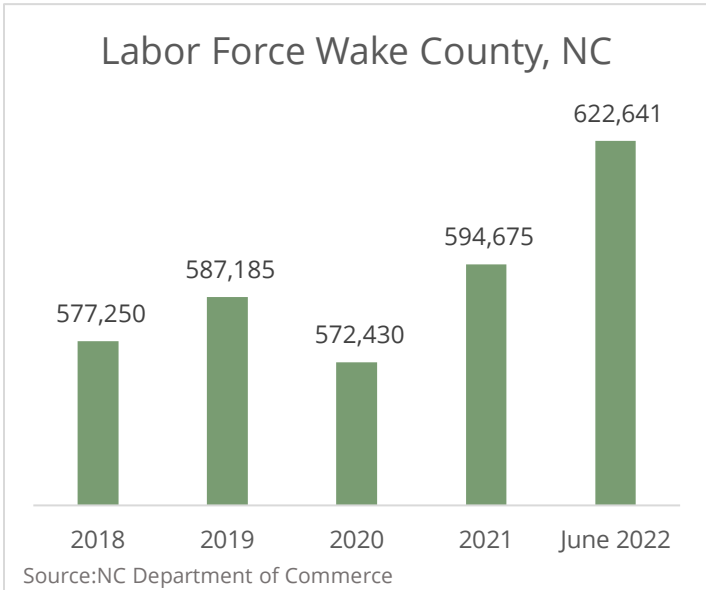
2022 Educational Attainment	Apex, NC	Wake County, NC	North Carolina
Less than 9th grade	1.2%	2.4%	3.5%
9th to 12th grade, no diploma	2.2%	3.2%	6.5%
High school graduate	9.2%	12.8%	21.6%
GED/Alternative Credential	1.2%	2.0%	4.2%
Some college, no degree	11.5%	14.6%	18.8%
Associate's degree	9.4%	9.2%	11.3%
Bachelor's degree	38.4%	34.4%	21.6%
Graduate or professional degree	26.8%	21.3%	12.5%
Percent high school graduate or higher	96.5%	94.3%	90.0%
Percent bachelor's degree or higher	65.2%	55.7%	34.1%

Source: ESRI

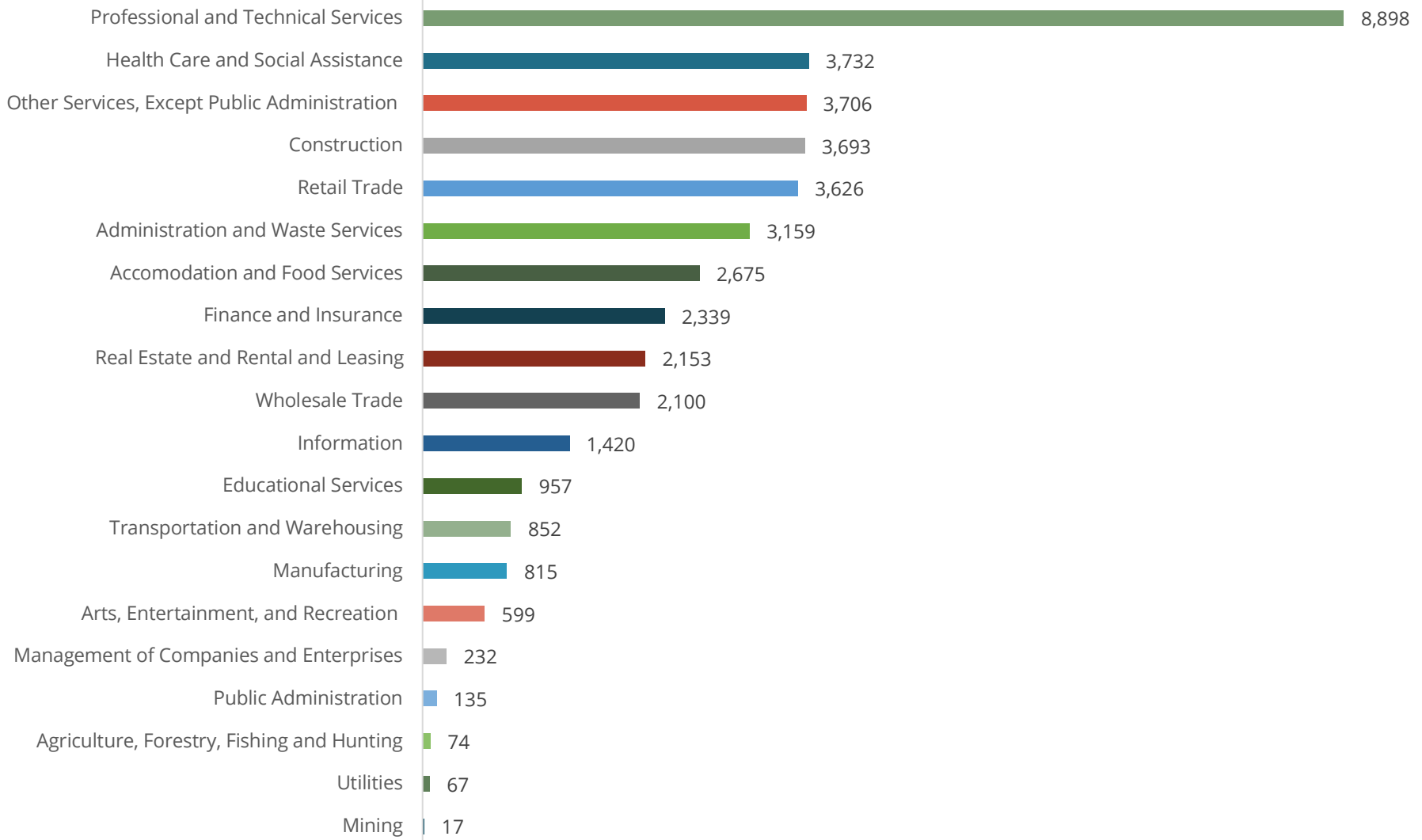


2022 Median Home Value



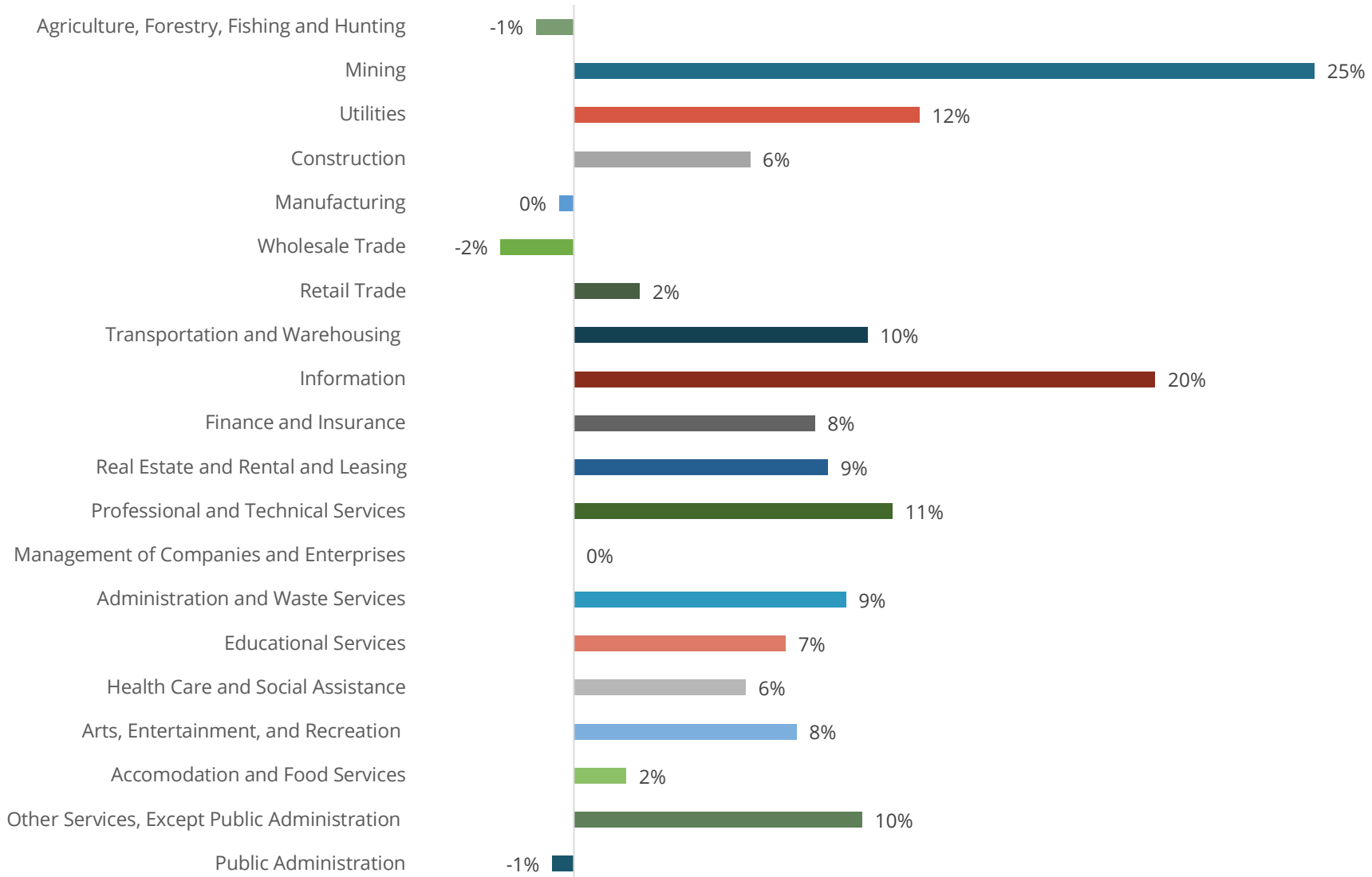


Employment by Industry Wake County, NC June 2022



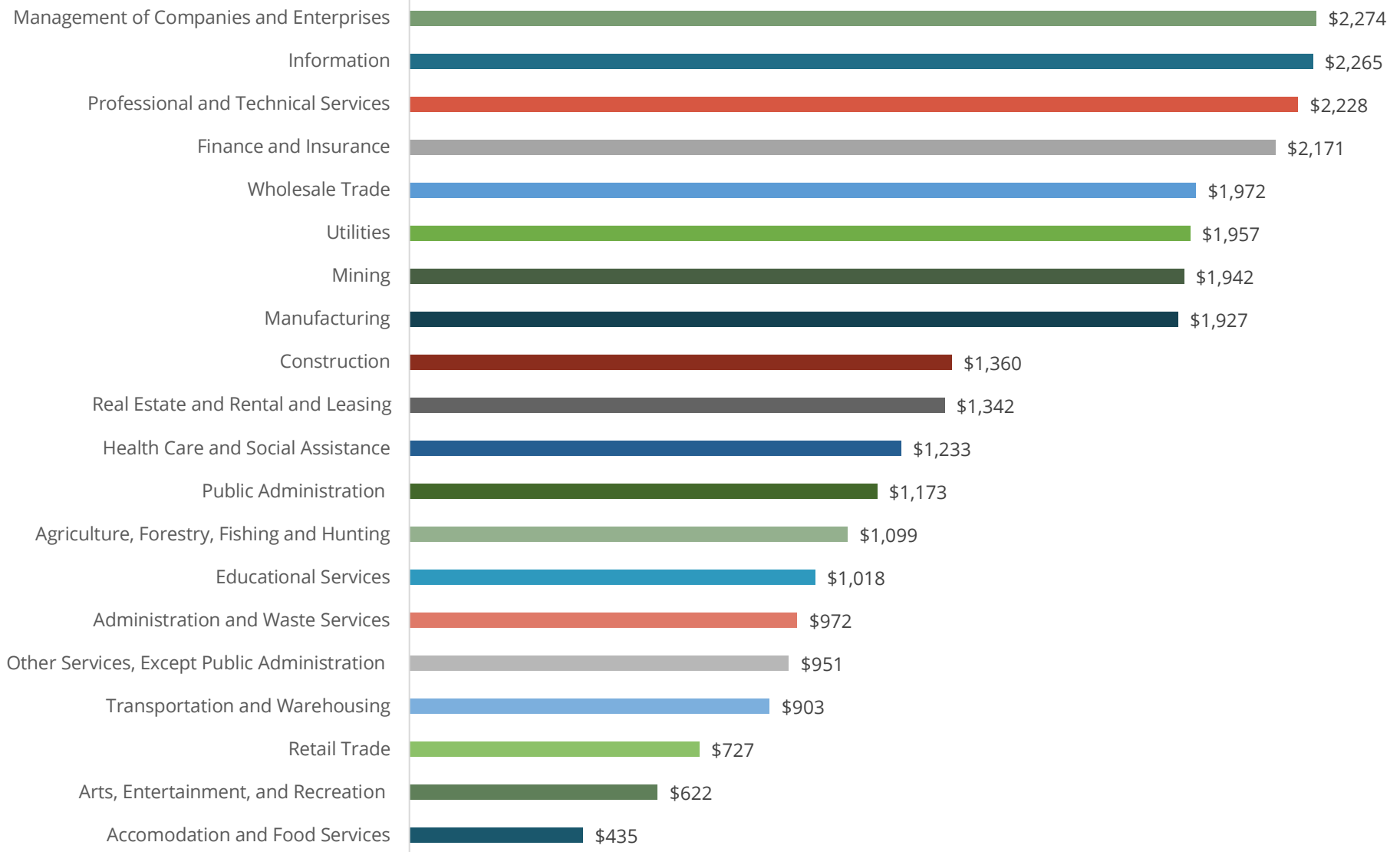
Source: NC Department of Commerce

2021 % Change Employment by Industry Wake County, NC



Source: NC Department of Commerce

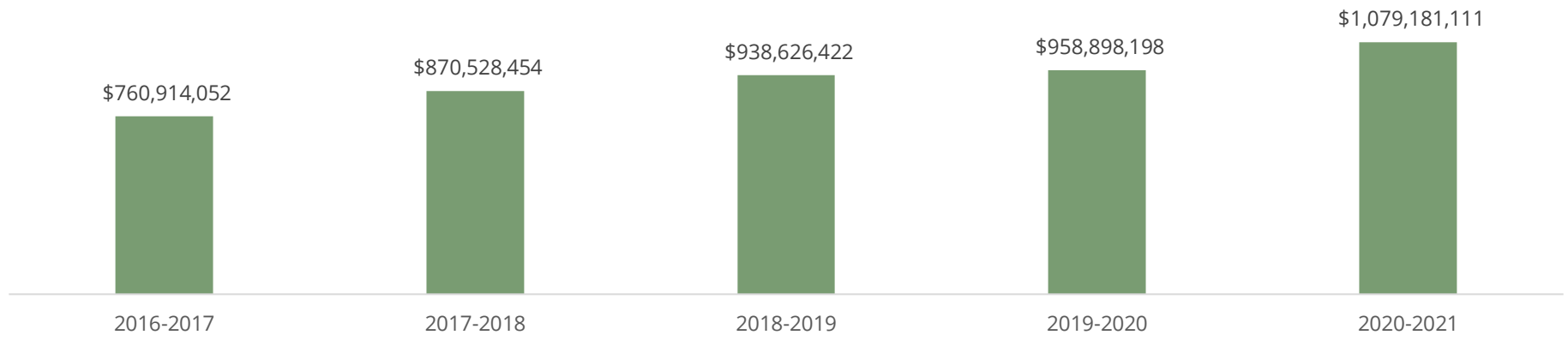
Wages by Industry Wake County, NC 2021



Source: NC Department of Commerce

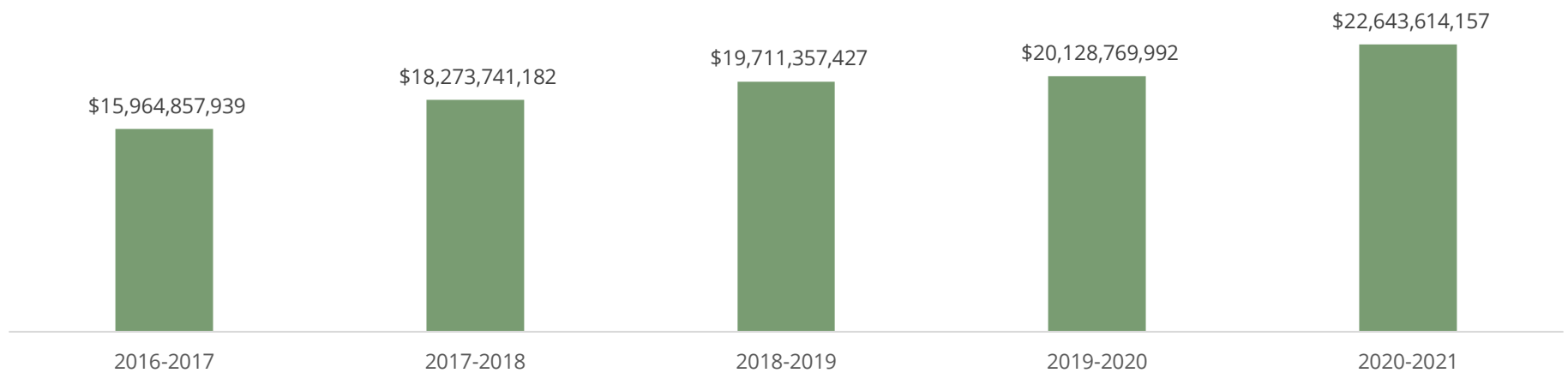
Wake County Top Employers			
Rank	Company Name	Industry	Employment Range
1	Wake County Public School System	Educational Services	1000+
2	NC State University At Raleigh	Educational Services	1000+
3	Wake Med	Health Care and Social Assistance	1000+
4	NC Health	Health Care and Social Assistance	1000+
5	Amazon Fulfillment Services Inc	Transportation and Warehousing	1000+
6	Wal-Mart Associates Inc.	Retail Trade	1000+
7	City Of Raleigh	Public Administration	1000+
8	SAS Institute Inc	Information	1000+
9	County Of Wake	Public Administration	1000+
10	Dept Of Public Safety	Public Administration	1000+
11	State Of Nc Dept Of Health & Human	Public Administration	1000+
12	Harris Teeter	Retail Trade	1000+
13	Red Hat, Inc	Professional, Scientific, and Technical Services	1000+
14	State Of NC Office Of Personnel	Public Administration	1000+
15	State Employees Credit Union Inc	Finance and Insurance	1000+
16	Aerotek Inc	Administrative and Support and Waste Management and Remediation Services	1000+
17	Target Stores Division	Retail Trade	1000+
18	U S Postal Service	Transportation and Warehousing	1000+
19	Wake Technical Community College	Educational Services	1000+
20	Food Lion	Retail Trade	1000+
21	Charter Communications LLC	Information	1000+
22	First-Citizens Bank & Trust Company	Finance and Insurance	1000+
23	Lenovo	Manufacturing	1000+
24	United Parcel Service Inc	Transportation and Warehousing	1000+
25	Wells Fargo Bank Na (A Corp)	Finance and Insurance	1000+

Wake County Gross Collections



Source: NC Department of Revenue

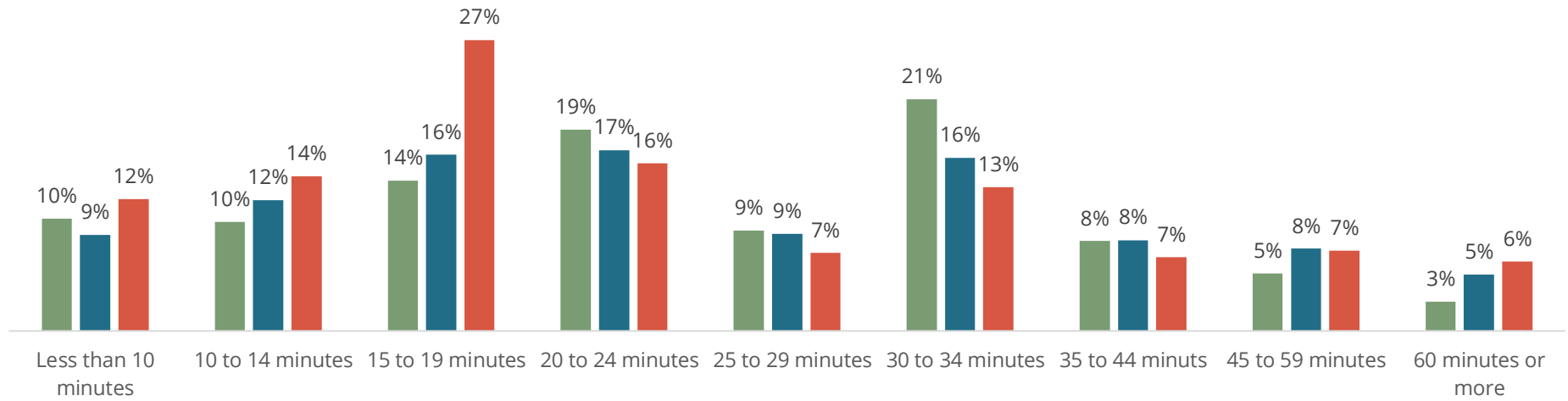
Wake County Taxable Sales



Source: NC Department of Revenue

2020 Commute

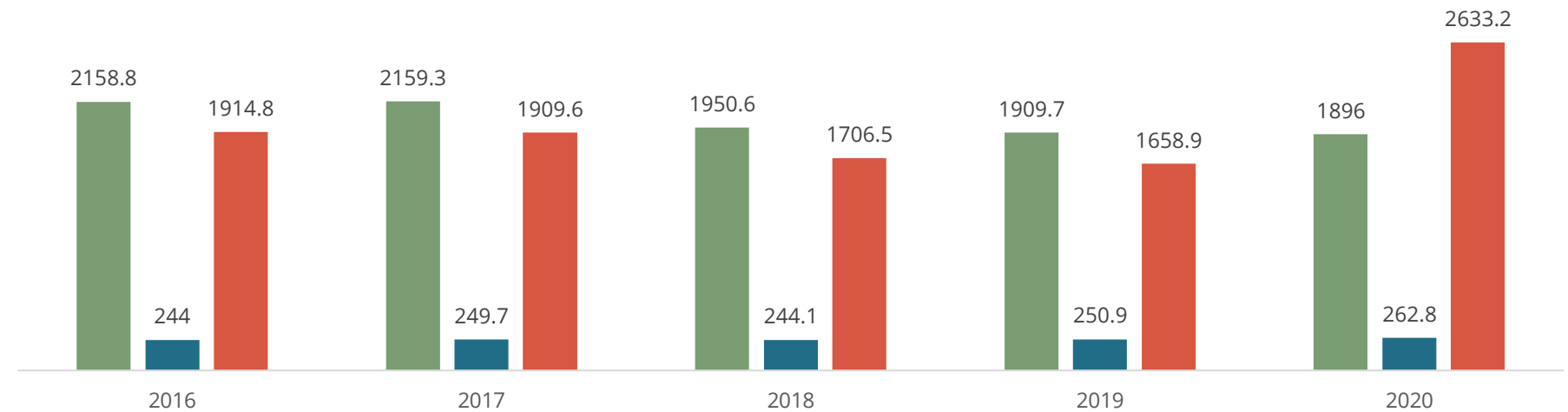
■ Apex, NC ■ Wake County, NC ■ North Carolina



Source:US Census

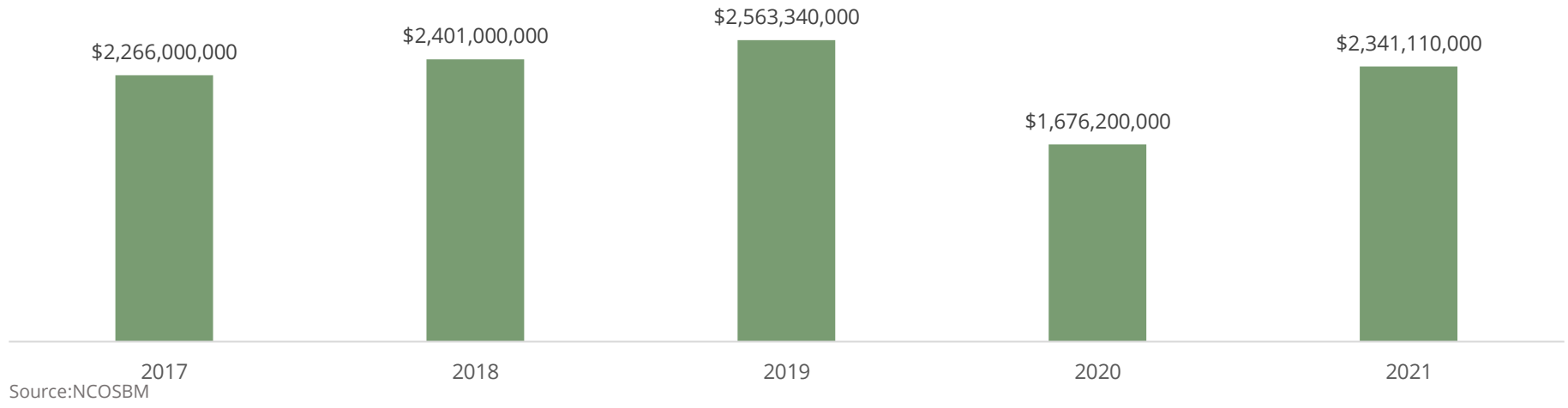
Wake County Crime Rates per 100,000

■ Index Crime Rate ■ Violent Crime Rate ■ Property Crime Rate

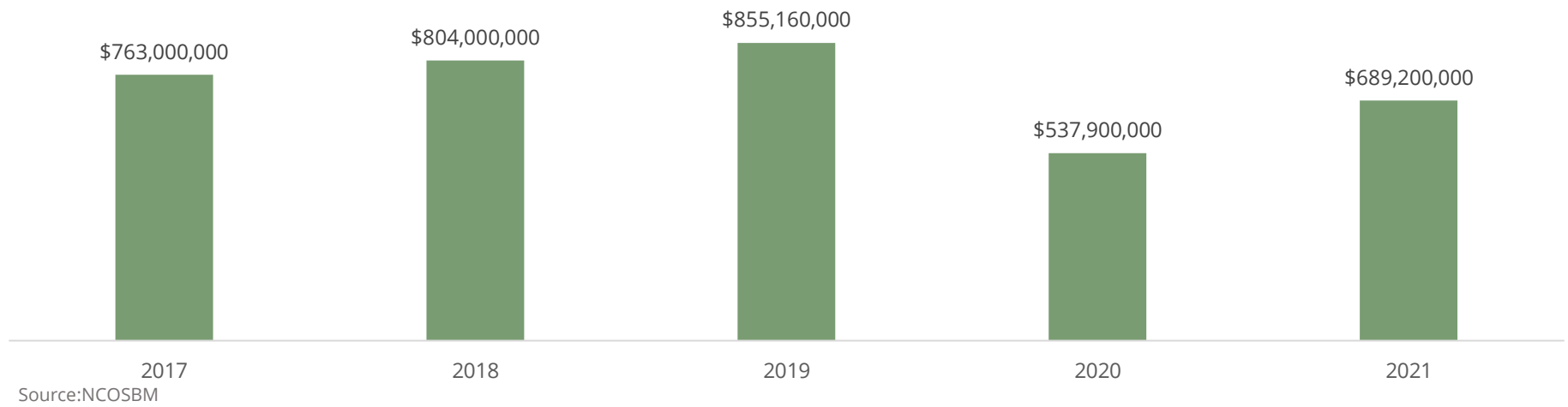


Source: NCSBI

Wake County Travel Expenditures

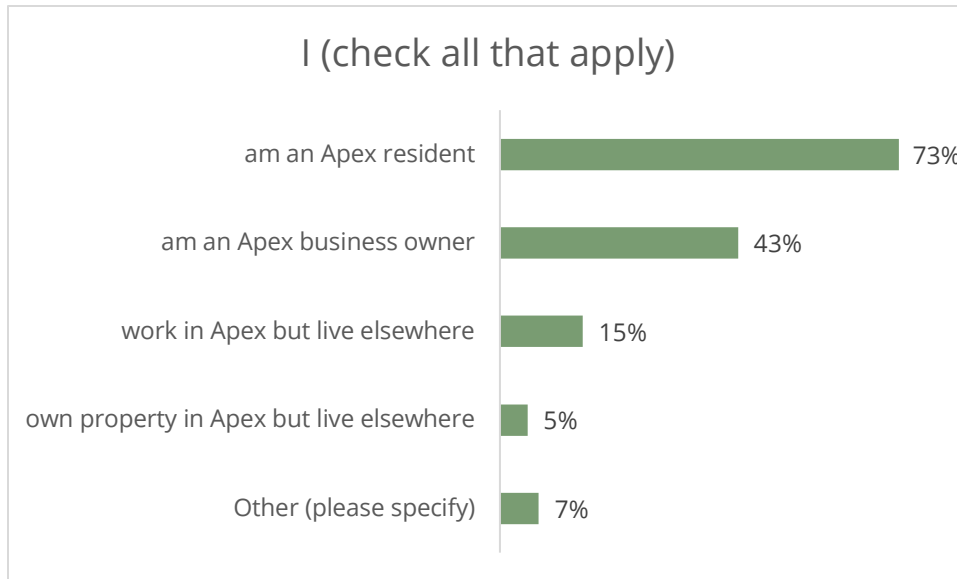


Wake County Travel Payroll



Appendix C: Community Survey

An online survey was promoted by the Town of Apex through social media and e-communications. There were 99 responses. Respondents included residents (73%), business owners (43%), and people who work and own property in Apex.



Other (please specify)

Own commercial property in Apex

Work in Downtown Apex

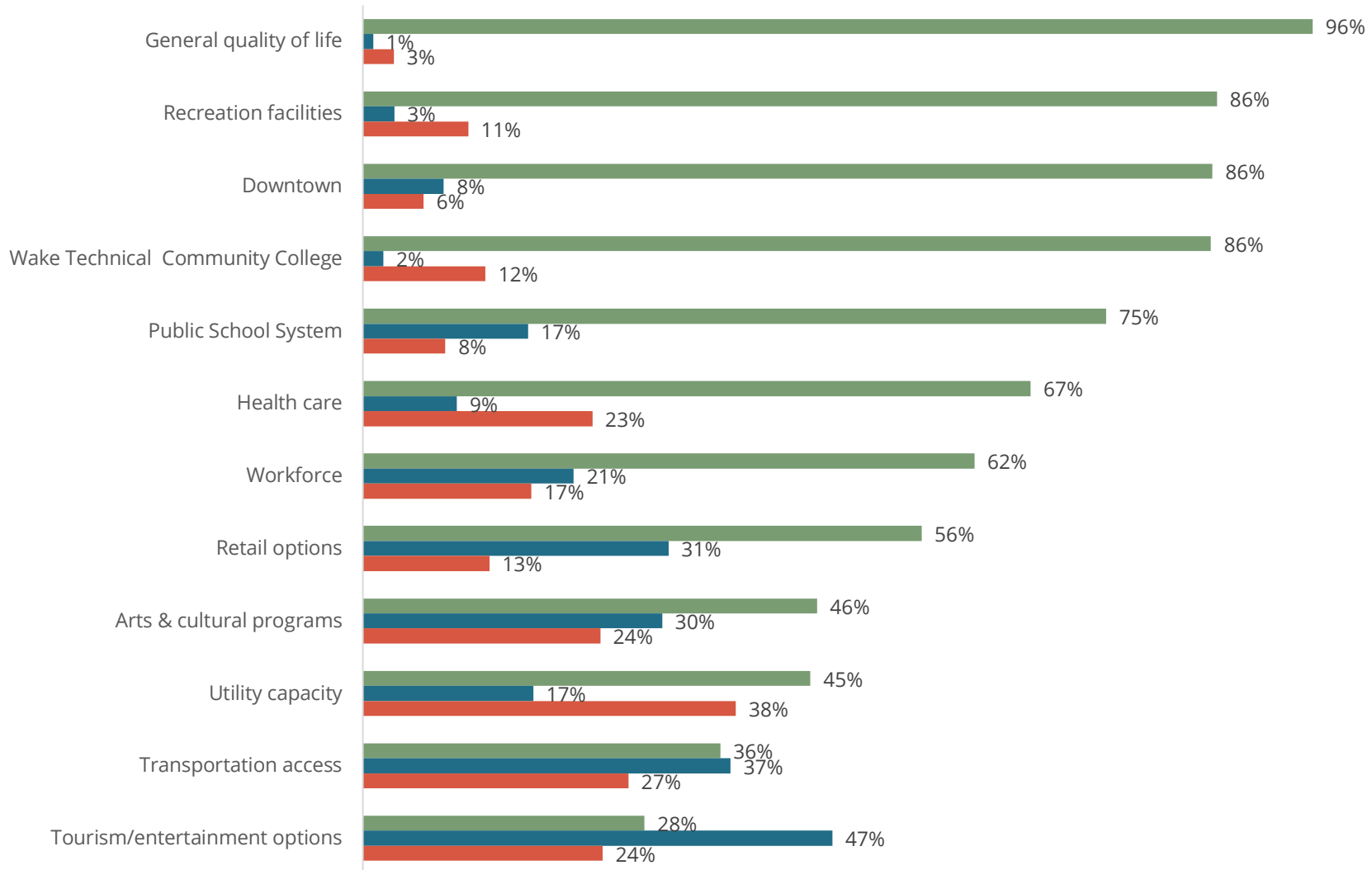
I live in New Hill, near Apex

Live and work in Apex (not a business owner)

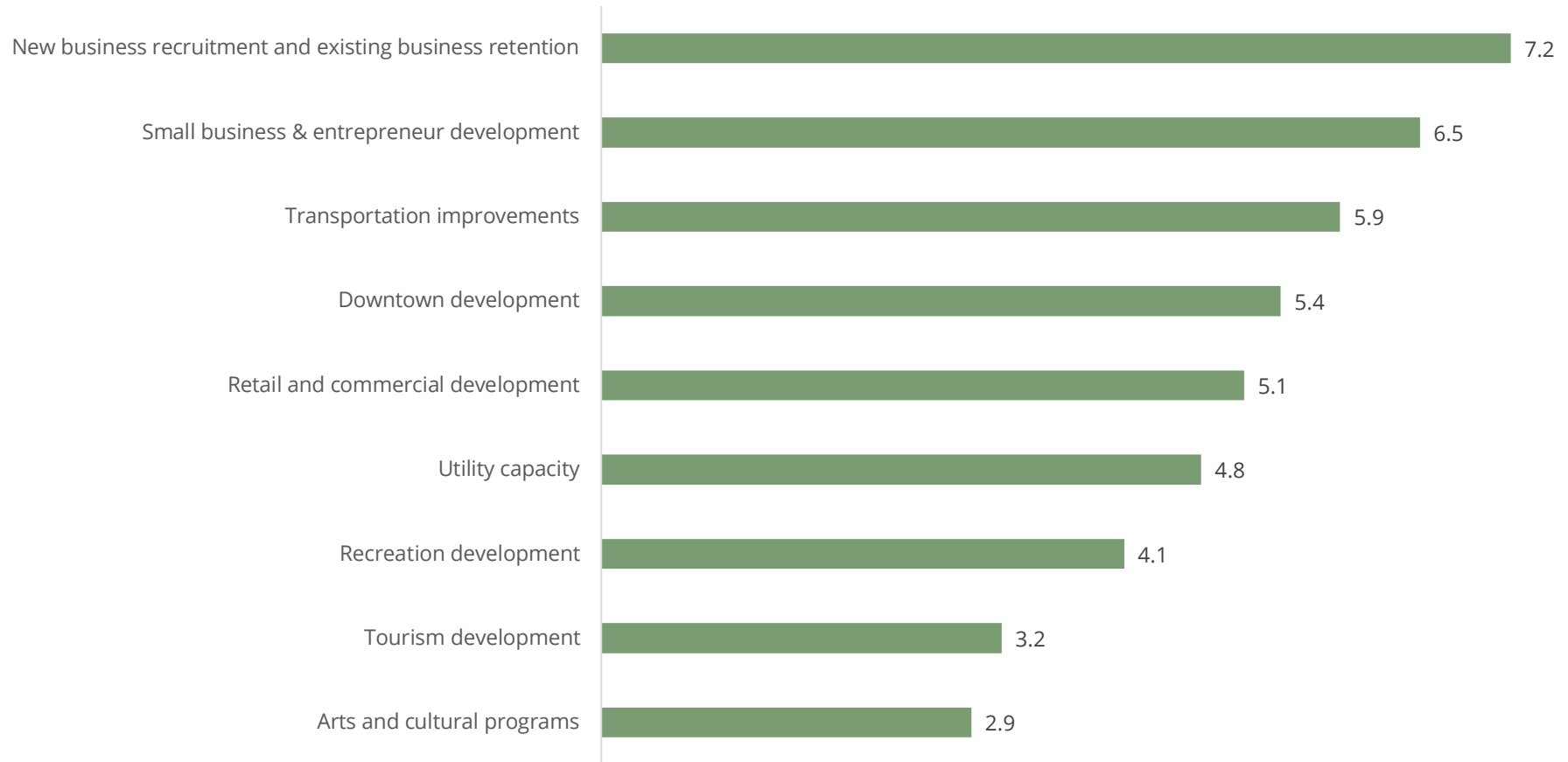
Commercial Broker bringing jobs to Apex for 30 years

Please rate the current status of the following items as it relates to economic development and growth in Apex.

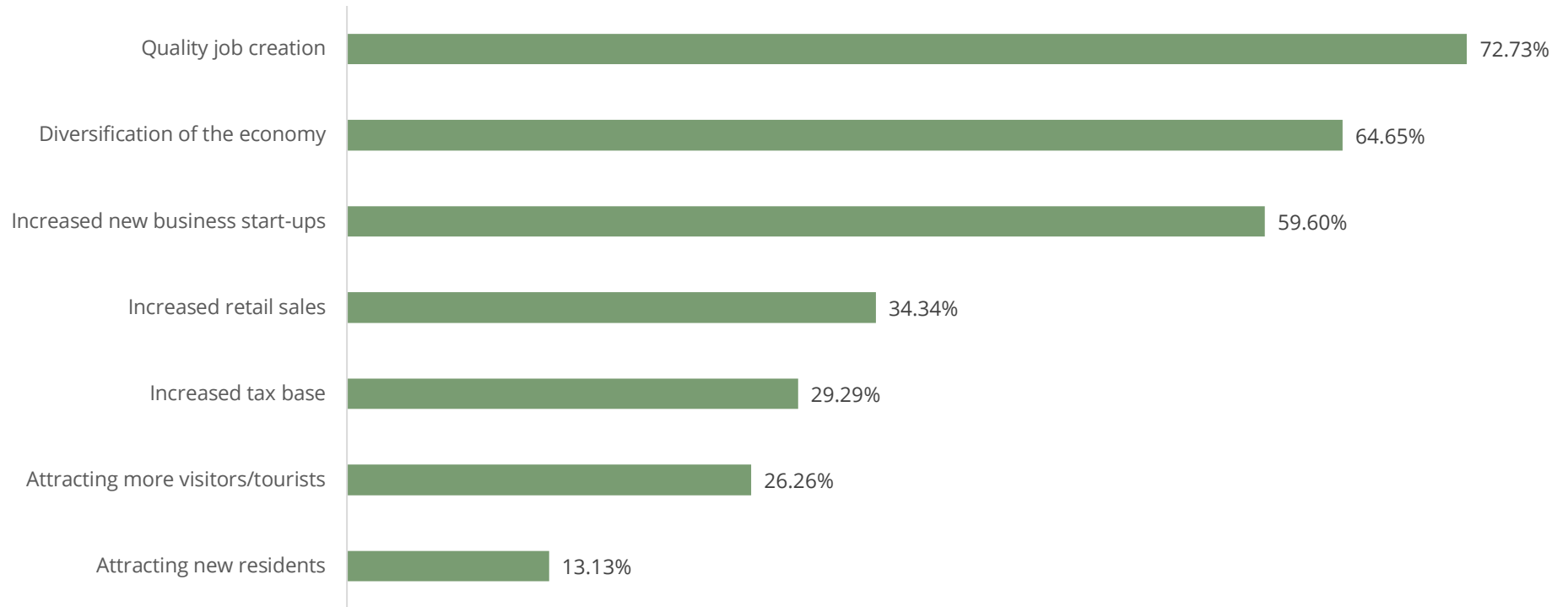
■ Asset ■ Weakness ■ Neither



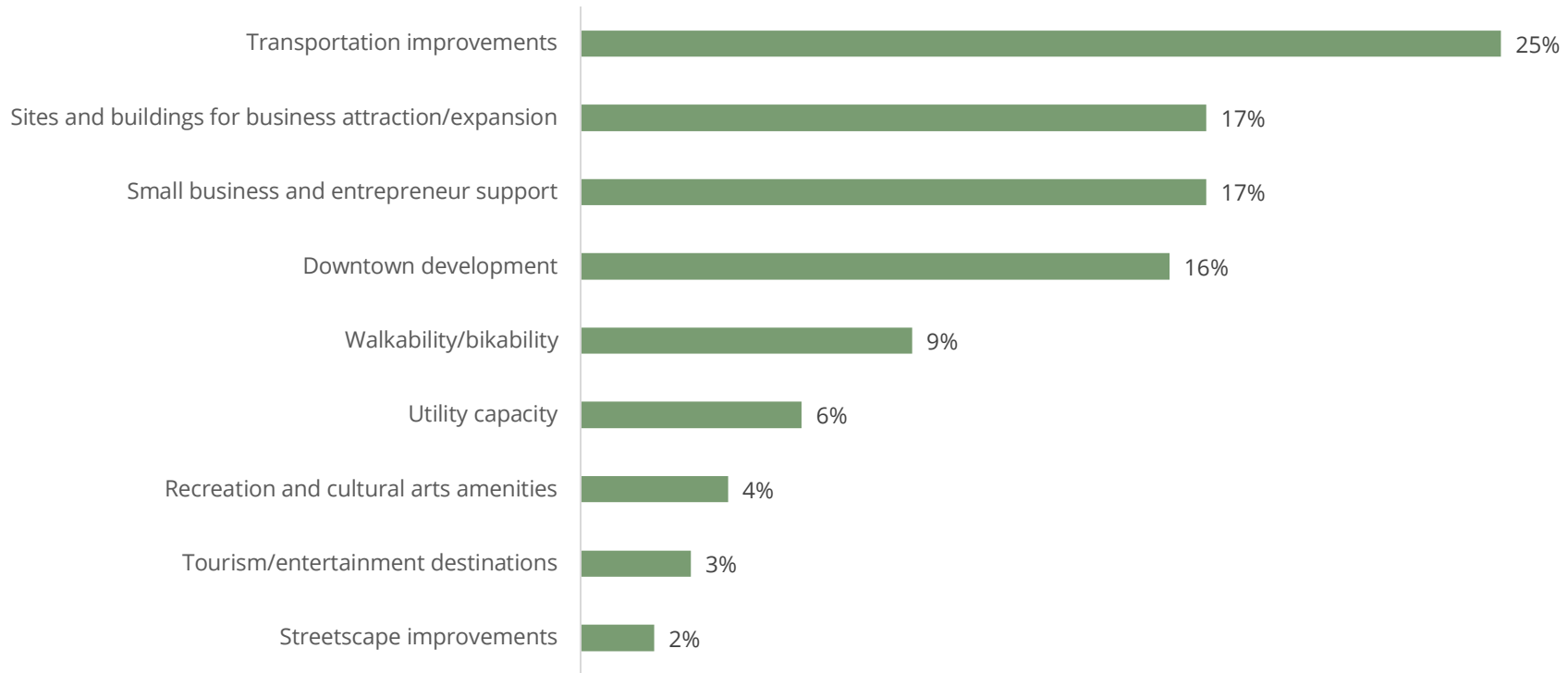
Rank order the following economic development strategies in order of importance with 1 being the most important. Rank with 1 being highest.



What should be the top three goals of Apex's economic development strategic plan?
CHOOSE THREE.



What is the most important investment Apex could make to ensure long-term, sustainable economic growth? CHOOSE ONLY ONE.



What is a model city for Apex-a place Apex should emulate? (Duplicate responses were merged.)		
Cary	Chapel Hill	Wendell
Holly Springs	Reston, Virginia	Hoover, AL
Ann Arbor Michigan, Ferndale Michigan, or Boulder Colorado	Mountain View, CA	Alexandria, VA
Roswell, GA	Boulder Colorado	Pinehurst & Austin combination
Apex--everyone wants to be us. It's one of the best out there.	Carmel, Indiana	Any downtown that has completed a successful downtown revitalization project
Cary has done a nice job blending work, residential and creating a good quality of life for people. Apex should take what works well and add it to the Apex small town charm.	Small rich towns in the outskirts of big cities that have resisted falling into the trap of overdevelopment and have remained quite happy well-off residential towns.	We should be our own town and not try to be like others. We are different. Let's stay away from the regulations that make it hard to do business in Apex.
Seville, Spain	Apex - continue to forge our own path as a great small town with a great downtown district.	Westerville, OH - small town feel with great parks, retail, and restaurants
Flagstaff, Arizona	Denver	San Francisco
Huntersville/Davidson area	One that responsibly controls its development	NOT Austin TX, go woke go broke
Breckenridge, CO and West Chester, PA.	Beaufort, South Carolina is one of the most charming southern small towns in the US for its rich history and coastal flare.	Any town that prioritizes downtown and walk ability- and walk ability for everyone as possible not just those in a mile radius. Any town that values local businesses and not a bunch of chains and box stores.
Asheville	Highland Falls, NY	Farmington, Michigan
Blowing Rock NC ; Beaufort NC	Niagara on the Lake in Ontario Canada	Boulder, CO Austin, TX
Apex is one of a kind	Cary. Lazy Day, Downtown park. Possible Sports Venue.	Apex should be unique and authentic without modeling another city
Holly Springs or suburbs of Charlotte	Scottsdale, AZ	Laramie, WY
Franklin, TN	Don't copy—keep paving the path as we go!	Austin, TX
Williamsburg, Virginia	Great town in California - Tustin	West Seattle, Fort Collins
Asheville without the homelessness and drug issues	Asheville for its Vibe, Lee County for landing big projects	Apex - we are doing well at being a good town

What is one thing that Apex does better than other cities?

Controlled residential growth

Old town charm

Parks and red facilities are amazing, green spaces. Keeping small town feel, homey, but also allowing slow development naturally

Small town feel but great access

Family oriented. Amazing schools. Lots of people that are social, networking, very connected.

Responsive government functions (and greenways!)

Downtown charm

Downtown Apex is a gem - it stands out for being a great cohesive area that has grown and thrived with new businesses.

Curbside pickup of yard debris.

Networking

I feel like the Mayor is super involved and present.

Community support

Rec amenities

Maintaining Small town feel with increased population

Family friendly, welcoming environment in downtown Apex made up of local small business owners.

Quality of life and knowing who Apex is.

Excellent government services and connection with residents

Community center

Nice to walk downtown and seeing the diversity of folks visiting.

There is great connections between the residents and the town! From first responders to town staff to leadership there is a lot of positive engagement.

Diversification of cultural and types of businesses

Government Service and Responsiveness to Citizens

We have a community feel.

Maintain a small town feel

Safety

Live-ability

We have the best mayor.

Fostering a small town feel.

Transparency and accessibility of government officials

Resident engagement

Having an in house power department.

Good school system with some new schools. Re-creating downtown is nice and separates itself from other towns.

Used to be its family-friendly small town feel, but lately nothing.

Town does a good job at keeping the citizens informed and seeking input on decisions
Citizen involvement.
Owning our own power capabilities
Safety.
Small town feel with lots of amenities
small down feel with a sense of community and support
Confidence in law enforcement
Variety of Programming for Community Events
Quality of Life
Downtown is a hub for activities and socialization
Government services - everything from electricity/waste/water to Parks & Rec, etc., Town of Apex government really seems well funded and well run (versus Raleigh, Durham and Cary.)
Downtown development and attractiveness
Town pride
Making people feel welcome
Keep the small town feel
Parks, Sidewalks, Events, etc. All of which improve Life Balance relationships, but do not necessarily improve Economic Development in a direct way.
Strong town staff
Attracts A Talented Work Force
Honors the small town vibe.
Focus on downtown
We have one helluva mayor!
Allow its citizens an business make decisions for themselves
Town of Apex staff collaboration, work ethic and professionalism
Utilities
downtown area
Great people who work for the Town
Diversity
parks, trails, greenspace
Quality of life
Festivals
We have the very Best Mayor who is superior at communication.
Quality of life
No comparison

Small-town feel
Gives a down home feel with law-abiding families
Deny development because they don't have the infrastructure in place due to the short sightedness of the council
It offers a small town feel with access to other larger communities, best of both worlds
small town feel / access to bigger things surrounding us
preserved its downtown did not have to create one
Steady growth
Trying to keep downtown vibrant
Hold festivals that block the streets
Historic downtown building with diverse businesses.
Understanding the bottle neck
It seems to be trying to provide a clean, safe place to be.
Keep downtown alive
Not sure. No complaints just can't think of something.
Less crime
Low Tax Rates

What is an outcome you would like to see from the strategic plan?
Would like to see a plan that reflects the community and is strategic enough to ensure a successful Apex now and for years to come.
I would like to see more high-end restaurants, entertainment locally, and growth to downtown Apex. Also, we need housing for people in lower income bracket.
Better pedestrian/bike amenities downtown (and connecting neighborhoods to downtown)
Walkability and bikeability to support new townhouse developments, north Salem and Salem St especially linking to Laura Duncan and down to Cary parkway
Improved parking in the downtown area
For the pathway in the pursuit of happiness, dreams and achievements to be uninterrupted and streamlined. Everything trickles down from there. Small business and entrepreneur support is just one spoke in that wheel obviously. But the concept applies to several of the items above.
A focus on methods and strategies for creating an attractive place that benefits everyone (spending effort and money to build demand), vs creating financial incentives that mostly benefit companies (spending effort and money to build supply)
Quality of life ... maintain Apex "charm" ... intelligent growth ...
Plan for Small business and entrepreneur support

A focus on keeping our downtown vibrant and completing the planned downtown update.
More land for business options and less neighborhoods
Chamber members the five LaunchApex Graduates our provided space
I'd love to have the small town feel return. It is so congested and cramped now.
Strategic vision that the people of Apex can understand (the why) and support (vision the outcome of the why)
Downtown expansion and parking
Increased shopping and restaurants for our community. We should have state of the art, not 1985.
Maintaining the family friendly, authentic and historic downtown. We do not need to make it "more European" as has been stated by a town council member. As it is right now is a huge draw for locals, visitors, shoppers, eaters, and more. Independent retailers and restaurateurs have a difficult time competing with chains without the Town putting up additional barriers.
Diversifying our economic options, making sure Apex isn't a bedroom community through site expansions and doubling down on our positives (downtown, quality of life)
Clear communication on vision and priorities
Far better Downtown options with infrastructure and parking.
A thoughtful approach to our future while maintaining our southern history and charm.
Identify a few targeted business recruitment goals. Plans for ensuring infrastructure growth matches community growth. Opportunities to attract diverse businesses.
Sustainable growth plan but also a plan to stabilize the city one growth slows down. You can only build so many houses and business until there is no other place to expand to.
Action (Rapid Implementations)
Be able to attract great businesses like Holly Springs and Cary do. We often find ourselves driving out of Apex for shopping and dining.
Robust citizen input and a time-line
Define Home construction areas for the next 30 years, building appropriate roads/schools an utilities.
Retaining the quality of life and extending it to diverse populations and economic strata.
Include the school situation, talk to resident who have children in these schools (not council, employees) because if you don't have children in these schools, how can you even know about the crowding?
Annual review of progress.
High quality Tech business park and attracting those types of businesses
More large businesses move here.
More types of businesses. I find there are many things we need to drive to Cary or Holly Springs for because Apex doesn't have it. These include businesses that offer swim lessons, cooking classes, specialty medical practices, and recreational facilities.
Prepare some sites to attract major economic development projects like Holly Springs has done.
Keep Apex growing with a strategic plan between business and residential. Grow responsibly.

Apex residents do not want economic diversification, increased tax base, attract new residents, etc. Apex residents want to live in a small town that is not overcrowded (in terms of schools, roads, etc.) And has a nice downtown surrounded by rural/suburban residential. Please stop pretending that current Apex residents want economic development. We want slower smarter growth because the town is being destroyed by over development.

Would like the commission to act on the input from the citizens and not special interest/town councils interest.

Smarter development

Responsible growth and development, not taking away from the small town charm of Apex or it's downtown.

Connecting existing sidewalks that were put in place by community builders but not connected to each other.

Downtown plan completion to attract people to support our small businesses

A strong effort to identify the best locations for economic development sites.

Growth but not too much where it's too crowded

Doing great! Continued attention to growing well and slow.

All businesses matter, all small businesses owners have a place to be and work

Sustainability

Better traffic flow

Ideally, would love to see Apex Grow to offer more retail and entertainment businesses, but do not want Apex to lose the small town charm.

More small business support

Support for the current charm of downtown Apex and well managed growth of industry and housing.

Master plan that includes growth beyond residential that improves traffic flow for all residents.

Rail options in/around Apex

A detailed plan that is communicated to the public.

Business friendly environment

I would like to see Apex become a start-up/small business incubator.

Larger businesses moving into the area

More of a focus on non retail businesses that offer employment opportunities for citizens in and around Apex. A closer working relationship with builders, developers and property owners to attract and retain businesses that will employ Apex residents.

The Town make some effort to get Veridea going.

An expanded budget geared towards to infrastructure to better support Economic development

More opportunities for lower income families. Apex was affordable when I was a first-time homebuyer, now it is out of reach for so many.

Support for developers in completing their approved projects.

Community sports facilities

The town leadership needs to understand that in today's world, "side hustles" and/or small start ups are becoming increasingly common as ways to make additional money for households; residents should feel confident that a rezoning request would be entertained and ****thoughtfully**** considered

Qualified work force

Well-paying local employment

Revitalization of downtown

Diversity of job opportunity

Balance between growth and quality of life

Focused recruitment of new businesses that are compatible with Apex

Streets and residential streets look like Cary

Small business support and retention. More parking.

Increased public transportation

Roadmap for how the data will be used

More walkable/biking community; expansion of roads to reduce traffic

Clear and exciting objectives that generate enthusiasm for positive change.

Widen the sidewalks on Salem and do the promised streetscape. Make immediate visual improvements to downtown.

Long term business growth and diversification.

Multifamily affordable housing opportunities for ownership and entrepreneurship development of recreational options and investment in youth programs for the teen population

Slow growth

Increased beauty WITH more development (needs to be thoughtful - screw the profit margins of the developers). Better traffic flow

Support local business owners and cut through red tape.

Spend money of expanding sewer and water to areas not served in Apex ETJ and into Chatham County for Commercial/Residential/Industrial development for future annexation and tax base.

A commitment to being the best bedroom community we can be. I do not believe Apex is appealing to large economic entities and Apex does not need them. A focus on being a good place to live (and work remote) with great restaurants, parks, commutes, etc. Leaving the corporate recruiting to Raleigh, RTP, Chatham Park, etc.

Proactive transportation / connectivity plan with progress.

A long-term development plan for the downtown.

Strategies that will be sought and implemented to retain businesses- with strategies for how to support infrastructure necessary for growth projects.

Ways the chamber of commerce could support development issues- seems like the chamber should be the arm that supports, educations, recruits, retains and develops entrepreneurs and small business- not something economic development should have to do. I'd prefer to see ED focus on larger business interest and development projects.

Keep the trees! We would like to see mature green trees as we drive down the road.
Realistic opportunities to grow business
A more cohesive all-inclusive plan looking at ways to add to the downtown so its more than 1 or 2 blocks on 1 street
More walkable and a plan that allows the use of electric vehicles such as golf carts on roads. (look and towns like, holly springs, ocean isle beach, myrtle beach)
Carbon neutral or better decisions. Don't put off this off. e.g. - "We don't need to put the solar panels in the Saunders street parking plan, we can do that somewhere else"
Provide temporary long term small business development area where small business can grow and give them subsidiary to stay in apex
Walkability. Less focus and money on residential building and bringing in new residents and more focus on supporting and growing the current people and businesses, the ones who moved here before it was a "hot" destination and put down roots. Those are the people who deeply care about the success of Apex, cultivate that.
More tourism and greenscape
Apex needs to become a destination city by creating events. Sports, cultural. Steady influx of visitors from outside Apex helps improve Apex business revenues.
More trees, less taxes, less government spending
Proactive Commitment
A thriving town that doesn't feel overcrowded where residents can live, work and play.

Please make any additional comments here. <i>(Some comments were edited to remove names.)</i>
Would love to see Apex create a food truck rodeo where the trucks pay a rental fee to the town and residents can enjoy it year round. It would be in a location the town owns and easily accessible to residents.
I'd like to see roundabouts near downtown to slow traffic and prevent waiting at traffic lights.
Would love to see more sidewalks on side roads please.
It may be less important to decide which of the demographics or issues above are more important than the other and using pooled community resources to provide the tools to appease the masses only delays a bigger math problem down the road. We just need to stop taking away the tools and skills people are bringing to the table when they move here.
Thank you for the opportunity to provide feedback!
I also think we need to have more affordable housing within walking distance to downtown - being able to have more families starting out and being part of the community would be good for the long term health and vibrancy of the community.
The phrase "streetery" is the same as "park to dine" just trying to eliminate the negative connotation. But it is the same. Public parking will be used for the exclusive benefit of the restaurants. It is said this will increase restaurant revenue by about 30%. What is not being said, is it will reduce the retail revenues the same amount. There is ample room on the sidewalks for dining and not at the expense of the retail merchants. Additionally, the hours of the restaurants are so reduced, losing the parking for 24 hours

each day for 7 days a week and having restaurants open maybe 4 hours a day for 3-5 days makes no sense. Retail, restaurant, and service businesses have not only existed, but excel because of the close working relationship.

We have changed very rapidly and I'm concerned that we have lost a lot of who we are in the process. I wish we could go back to a time when politics didn't rule every decision that's made here. In the warp speed to take Apex into an "enlightened, progressive" 21st Century, did we over-react and lose parts of our past that were important? We've lost sight of what made us special which was being a very modest, caring community that never felt the need to shout how great a "liberal" community we are to the World. Why was it necessary to label us anything other than a great, inclusive community that embraces people of differing views? I don't think that's true anymore. - Signed, Long time democrat, turned independent whose thinking about moving because I'm no longer welcomed here...

Please keep the trees!! We are worried that one day apex may look more like a suburb of Raleigh, with a lot of concrete and not enough green areas

Stop paying consultants for fixed and preconceived outcome surveys

This town has great quality of life BUT growing too fast could make that life very bad.

It would be nice to have more affordable housing in Apex. Smaller single family homes that first time buyers could afford. Becoming too expensive to live here.

There is very little retail in Western Apex (Friendship/New Hill) and this feels like a missed opportunity.

As I mentioned above, Holly Springs is running laps around us from an Economic Development standpoint. Chatham County is now running laps around us with Vinfast. We are sitting right in the middle of the Holly Springs Life Science projects, RTP, and Vinfast. We are just continuing to build a bedroom community. I was happy to see the Coke bottling project announced. That's a start, but we need to step our game up.

Apex is a nice town and a good place to live and work. Our business can attract white collar workers easier than blue collar workers. Maybe a program can be created to promote manufacturing job opportunities in Apex. I know other manufacturers here have the same issue.

Thanks for taking the time out to hear the citizens voice, it matters but only if you take action on the results.

Apex has dropped the ball on economic development planning and other communities are now far ahead of us. Apex should have been planning for locations for industrial development long ago but seemed to be more interested in housing and commercial development (and that is not necessarily a bad thing since both are needed to grow the economy). Long term land use planning should have been more proactive to reserve key sites for industrial development, specifically in the NC 540, US 64, and US 1 corridors. Instead, our most valuable locations are being turned into new subdivisions and we have lost opportunities. If we are not more proactive in land use planning for economic development we will continue to lose big projects to Holly Springs and if we don't plan better we will lose out to Chatham Park and other areas that are being prepped for economic growth in the region.

Out of state buyers of local buildings, homes and land changing the feel, prices, community and safety for our children to ride bikes downtown, be safe in our schools with over population

Highway 55 through Apex could be improved.

I would like to see a rental over-55 community that is not associated with assisted living.

We have the ability to really grow and have an impact if we stay focused on the fundamentals of what makes the economy grow: namely small businesses.

The town needs to be better at partnering with private sector developers to help bring projects/business to town. Right now many private sector companies steer clear based on the towns history of being extremely difficult to deal with.

Unfortunately, Council governs the outcomes of these projects by either implementing costly restrictions or voting no on plans that the Town planning staff has approved and recommended on their personal agendas!

Do town council members take any professional development or leadership type of courses? They need to up level their game because our mayor is the only one out there putting in the right effort at the right times and places.

There is no commitment to maintain any sort of buffer or open space. Condos are being built without roads being improved or widened. Do we want to become like Northern Virginia?

Thanks for doing this survey; its a very important topic

Too many new homes are ugly with prominent garage sticky out, short driveways leading to large numbers of cars in the roadside that takes away from the curb appeal. Most subdivisions in Cary look at lot nicer than Apex

We need clear communication on downtown apex development. Older businesses need fresh paint to keep up. Fresh murals that are easily seen for arts and culture. Thank you!

I have been a resident of Apex for over 10 years and seen it's rapid growth. While I am proud, happy and excited for the future, I do think the Town of Apex could do better with taking care of the current residents family, community and business needs. We have great universities around that the town can partner with for strategic growth.

As happened in Cary, the effort towards growth/tax base increase has decreased the quality of life and thus the attractiveness of the area.

Leave a legacy - force the developers to make build beautiful spaces/places. They don't have to have a 25% IRR to do well.

If the Council would look more into what is best for Apex, and what is right in their heart, and stop worrying about being re-elected and bowing down to Subdivisions and HOA's we could be a more vibrant community. Unfortunately each council member has their own agendas like, saving trees, storm water ponds for 50 year storms, solar panels for all, but they miss the big picture like finishing the peakway bridge, (which has been on the plans for 30 years), and getting sewer pipes in the ground without forcing the development community to absorb all the cost. The Town will spend money on parks and greenways but misses the boat on infrastructure. That Big Branch Pump station should have been built 10 years ago. Veridea would be a great development, but instead we have a 1,000 acre tree farm paying the highest of any business taxes in Apex. Its all a lack of understanding the development process, which our current council has no understanding of and has no foresight. We have a qualified staff with the Planning Department and Utility Department. Let them do their job, they are the professionals, obviously not our Council members.

It is amazing that we can get on a greenway here in Apex and get to Durham for food / drink; to Cary for food / drink; to Raleigh for food / drink; to Clayton for food / drink -- all without having to ride on roads. Yet, we cannot get to downtown Apex. Our collection of "greenway" paths are like fingernail clippings with no connection. Has anyone looked at the cost differential in putting in wider sidewalks to facilitate bikes and more movement between areas? Why put in standard sidewalks? It would be great to ride via greenway to downtown Apex for a coffee... for a pizza...

Kudos on Coca- Cola

We understand that towns need to grow to maintain the residents and gain future residents. too much growth too quickly will increase traffic, result in schools being capped, and increased cost of living. As we continue to grow, don't forget the small business owners. We should support a mixture of small, medium and large businesses.

As a lifelong resident, it saddened me to see the storage complex go up in the middle of town. Rather than making a second downtown district with additional retail & F&B more houses went up. It would have been a great place for a Meadowmont-like area with mixed use spaces. Apex no longer feels like my home or the small town I loved.

Town is allowing sardine, no tree, no water communities to be built ad nauseam. Let's care what the whole town looks like and stop allowing the buildings to design human cubicles.

As a small business, i am getting hard time for the industrial land at reasonable cost. We would like to open manufacturing here in local but as no support from town of apex its hard to stay here. Looking for other county or even state.

I am hopeful that Apex will listen to existing residents and foster those relationships. A lot of tax revenue is generated from existing residents and hopefully Apex will see the importance of growth but growth in the right areas - accessibility through sidewalks/bike paths, landscape/environment protection, downtown development but with a focus on local businesses.

Apex had always had a tremendous opportunity to 'Thrive' simply due to its strategic location and its simply up to Leadership to capture and maximize the opportunity.

Study Sponsor and Consultant



Electricities of N.C. Inc. sponsored the Town of Apex Economic Development Strategic Plan. Electricities' economic development department offers a variety of services to promote NC Public Power communities to businesses and economic developers. It helps communities recruit business and industry by providing:

- ⊙ Target Marketing
- ⊙ Marketing/Collateral Assistance
- ⊙ Aerial Photography
- ⊙ Proposals for Prospects/Clients
- ⊙ Advertising Opportunities
- ⊙ Target Sectors
- ⊙ Trade Show Opportunities
- ⊙ Direct Marketing
- ⊙ Retail/Commercial Developments

www.electricities.com



Creative Economic Development Consulting, LLC, provides strategic planning, product development, organizational development, social media, and economic impact analysis services to communities. Creative EDC is an innovative firm that owns three proprietary programs: Certified Entrepreneurial Community®, CreativeSiteAssessment.com, and Certified Industrial Buildings. Creative EDC supports Electricities' strategic planning, Smart Sites, and Site Assist initiatives. www.creativeedc.com

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PRESENTATION

Meeting Date: December 13, 2022

Item Details

Presenter(s): Scott Curry, Associate Planner/Urban Designer

Department(s): Kittelson & Associates, Inc.

Requested Motion

Presentation of an update on the S-Line Transit Oriented Development Study.

Approval Recommended?

Not applicable.

Item Details

The purpose of this presentation is to share an update on the status of the S-Line Transit Oriented Development Study led by the North Carolina Department of Transportation with participation from Apex and eight other jurisdictions along the rail corridor. The purpose of the study is to help communities prepare for the possibility of future passenger rail service by creating a vision and recommendations for supportive land uses. The presentation will include conceptual recommendations for future development in possible mobility hub areas.

Attachments

- PowerPoint Presentation



Agenda



S-Line Overview



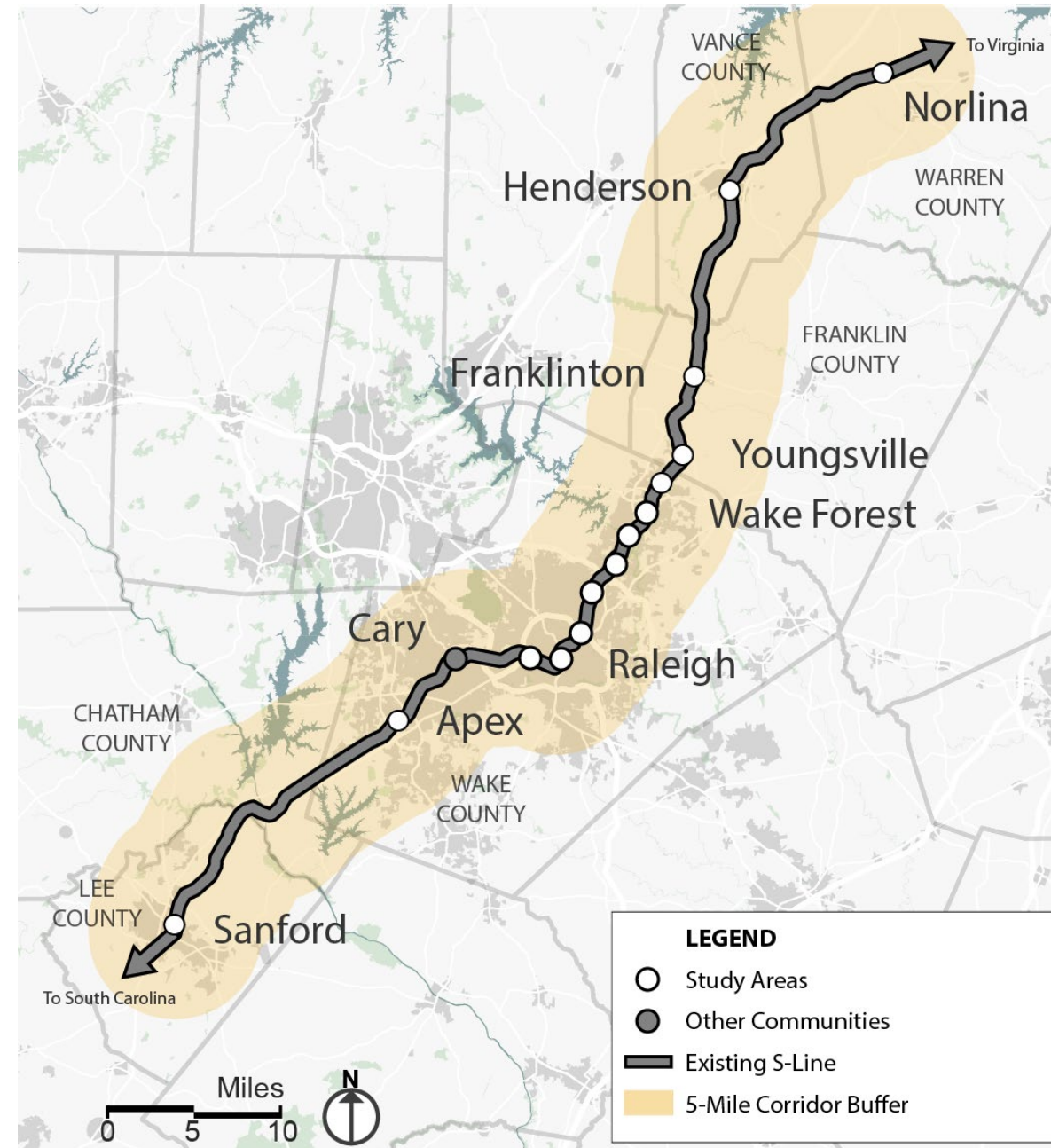
Recent Activities & Workshop Summary



Draft TOD Vision



Next Steps



S-Line Project Overview

- Critical missing network link
- Intercity, freight, and regional rail opportunities
- Future funding opportunities

\$47.5M

NCDOT received FRA CRISI grant to purchase S-Line Right-of-Way



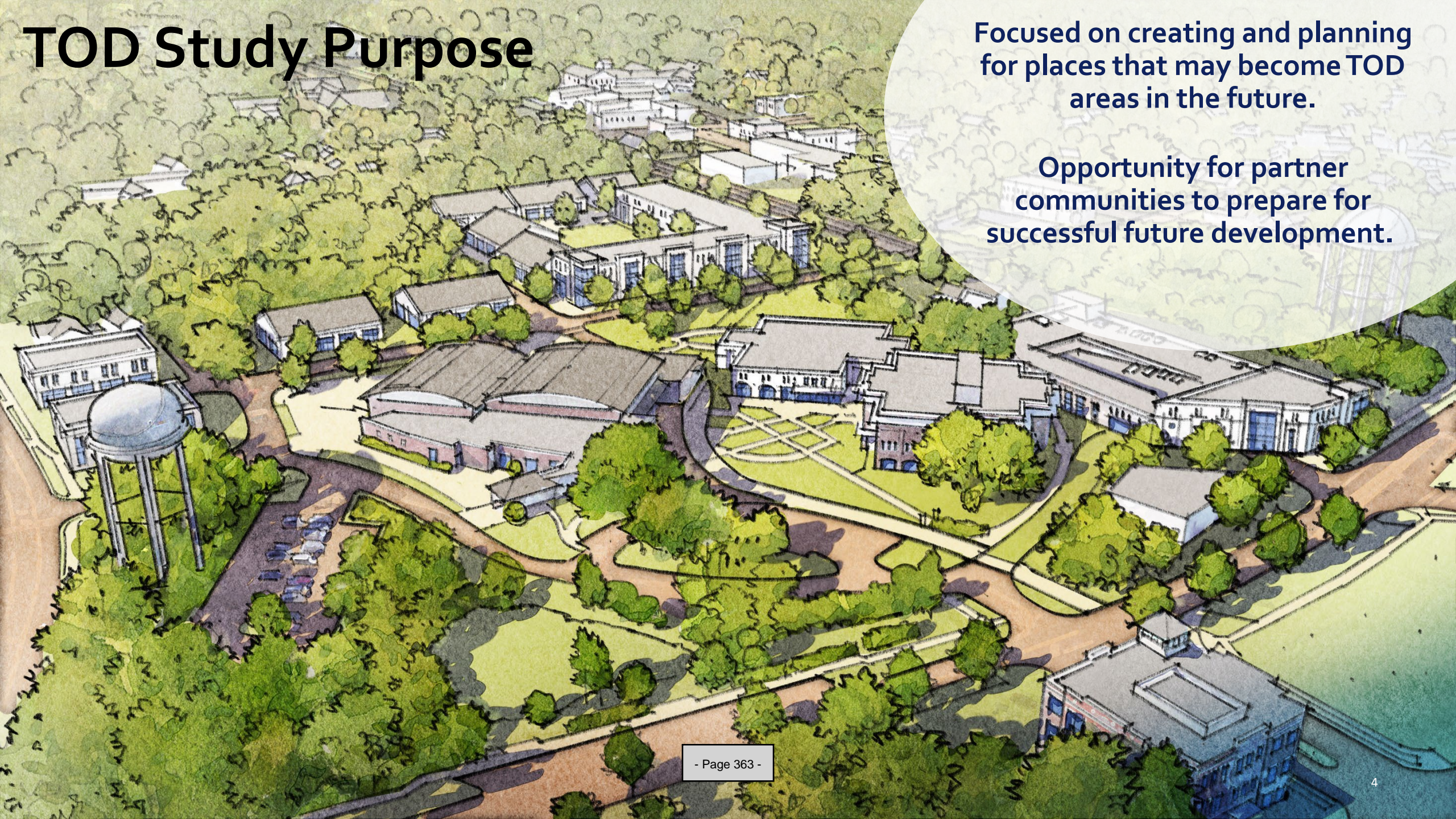
“The S-Line—the Missing Link to the South Corridor”



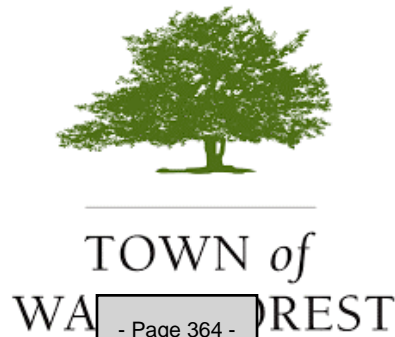
TOD Study Purpose

Focused on creating and planning for places that may become TOD areas in the future.

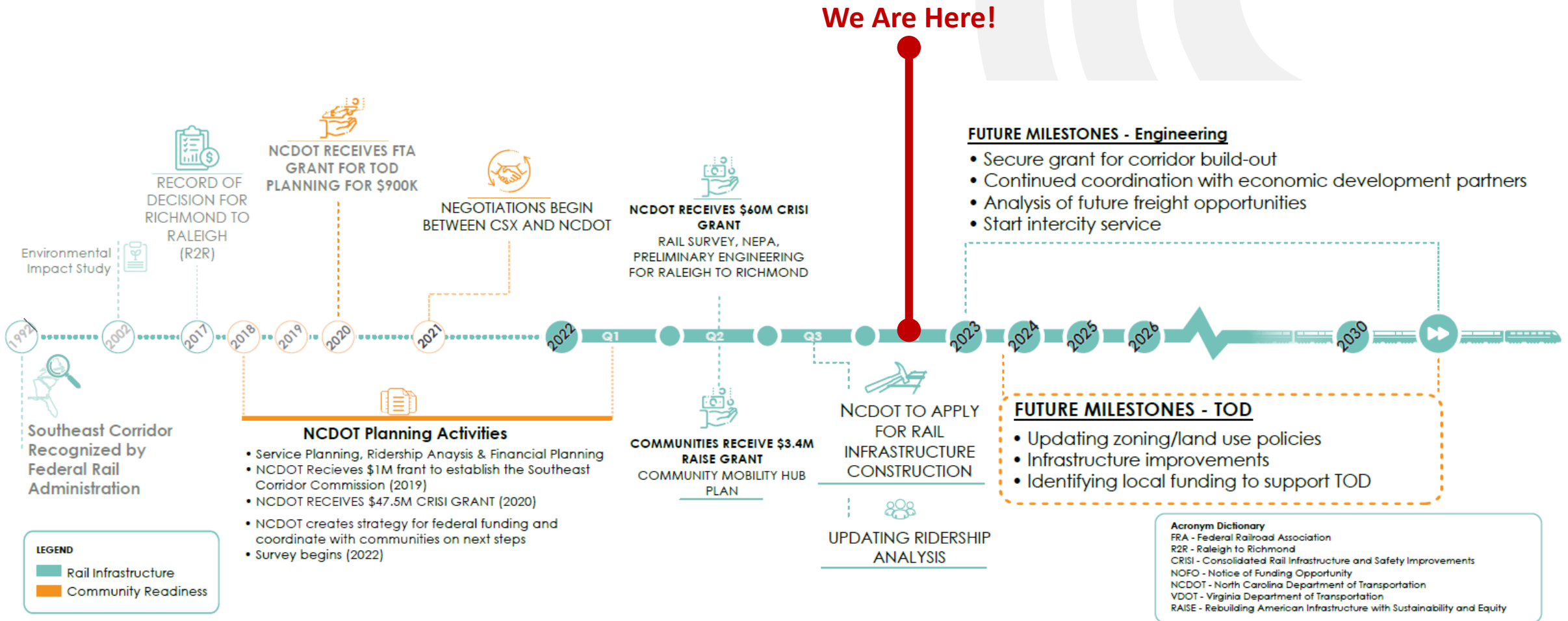
Opportunity for partner communities to prepare for successful future development.



There are a lot of partners....



Overall Project Timeline



COMMUNITY DESIGN WORKSHOP



JOIN US!

Discover opportunities for transit oriented development around the S-Line in your community.



- Page 367 -

Families welcome!
Kids Zone Provided!

Thursday
JUNE 9

Apex Town Hall
73 Hunter Street

Workshop
(open to public)
1 – 4 p.m.

**Public
Open House**
5:30 – 7 p.m.

Community Design Workshops

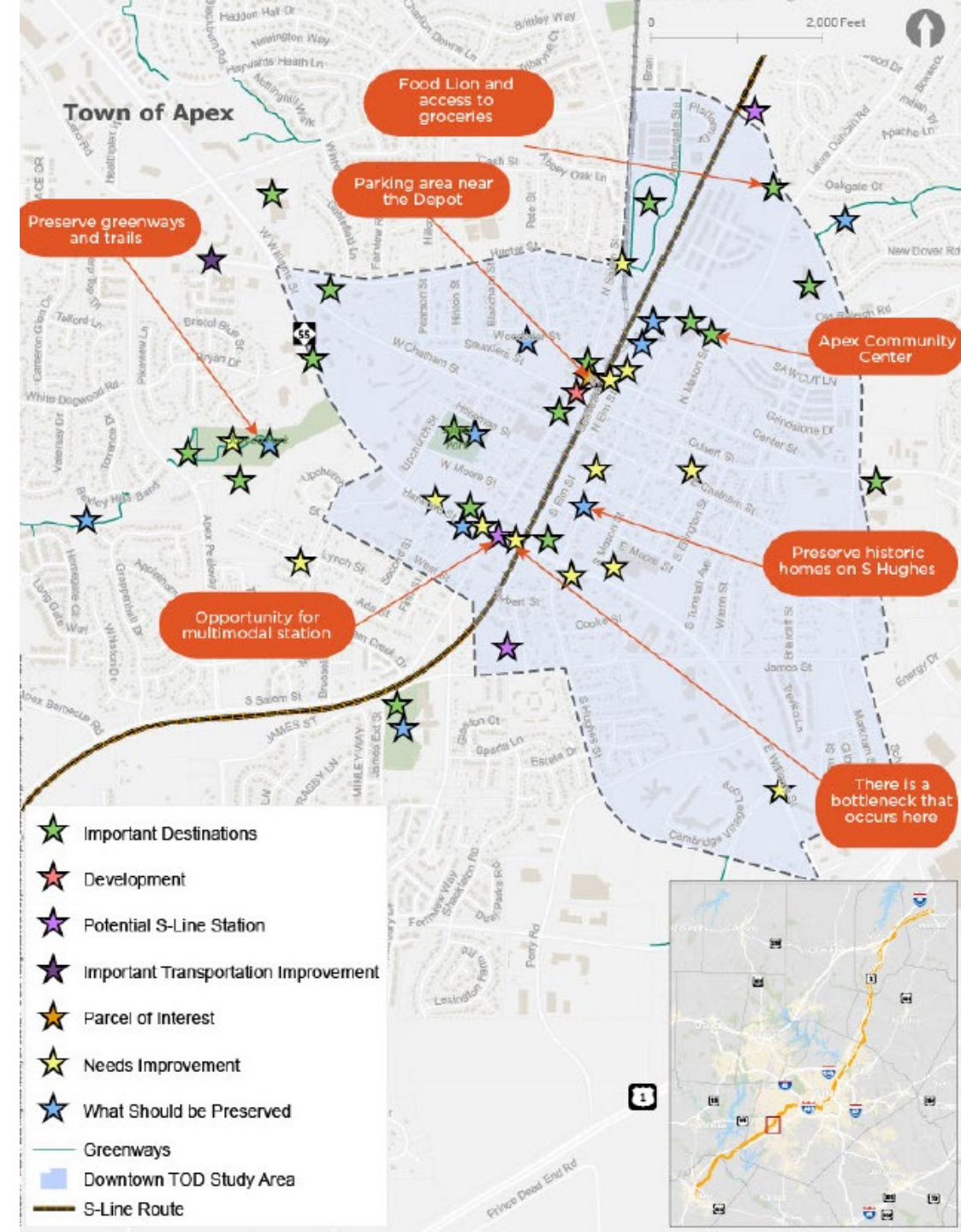
Purpose of workshops:

- Focused, intense period of work completed in open studios in each community
- Transportation and urban design teams dedicated to each S-Line TOD study area
- Public invited to participate throughout the day and in public pin-up sessions each evening
- Develop future urban design vision for each area



What we heard from residents...

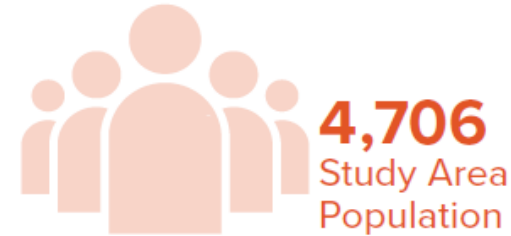
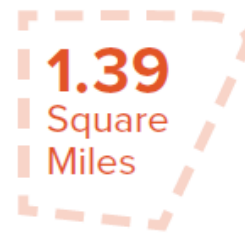
- Residents love Apex's downtown core. They know there will be growth but want to preserve the downtown core and small businesses.
- Residents love the walkability of downtown and want to see the pedestrian, bike and trail network expanded.
- Residents in existing single-family neighborhoods near downtown Apex have expressed concerns about impacts from a future rail project and TOD.



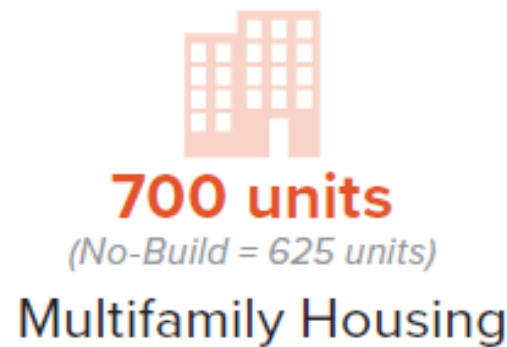
Apex – Transit Readiness

- Significant development is projected over the next 20 years, the S-Line will attract that development to the downtown core.
- A growing downtown is a strength to getting transit-ready.
- The TOD proposals are a guiding vision of what development and downtown Apex could look like in the future. More planning will be needed!

Study Area Characteristics*



Development Demand 20-Year Projections*



* Scores/projections are DRAFT and will be refined through the study completion of the final report.



Legend

Concept plans illustrate potential development scenarios for S-Line mobility hubs and station developments.

-  Retail/commercial or office building
-  High-density office/commercial mixed-use building
-  Low-density multi-family residential building
-  Medium-density mixed-use building
-  Townhomes
-  Single-family residential
-  Cultural building
-  Highway
-  Park/Open space

Potential shared use parking garage with new office uses fronting Hunter Street

BIG IDEA: A pedestrian bridge provides the parking facility and station access to downtown Apex.

Potential new mixed use building with retail on the first floor and office and/or apartments on upper story floors

BIG IDEA: Redevelop the Jordan Oil site and CSX maintenance yard as a residential based mixed-use developments. Development combined with station access can create new connectivity between downtown core and Apex Town Hall.



BIG IDEA: Rebuild Elm Street north of Center Street outside of CSX right-of-way as a shared street/festival street that could serve as a gateway to the future transit station and additional public open space for festivals. Elm Street becomes an important north-south connection between the two hubs, connecting the town hall focus area and the southern station area.

Potential new residential uses can include medium density development (such as town homes), stepping down to single-family uses adjacent to existing neighborhoods

Integrate a variety of public open spaces as part of new development to serve existing residents

Capitalize on Williams Street Widening project by adding pedestrian connectivity across the tracks

Leverage proposed improvements along Williams Street to introduce new retail, commercial, and office that serve the neighborhoods

BIG IDEA: Introduce new mixed-use development anchoring a station area at Salem Street and Williams Street.

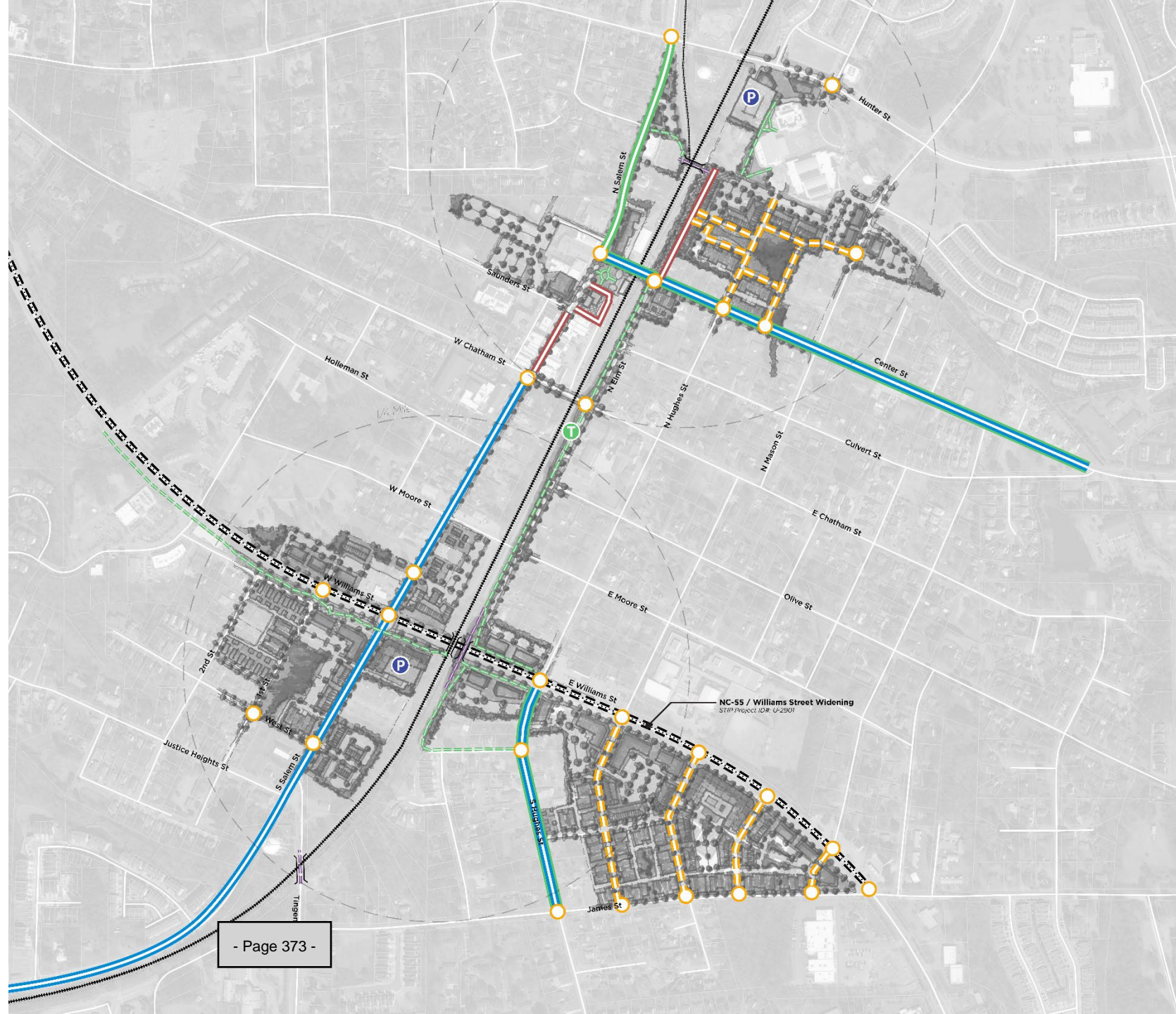
New multi-family residential uses, including 2 to 4 story apartments, stepping down to townhomes, duplexes, and cottages as they transition to existing single-family neighborhoods.

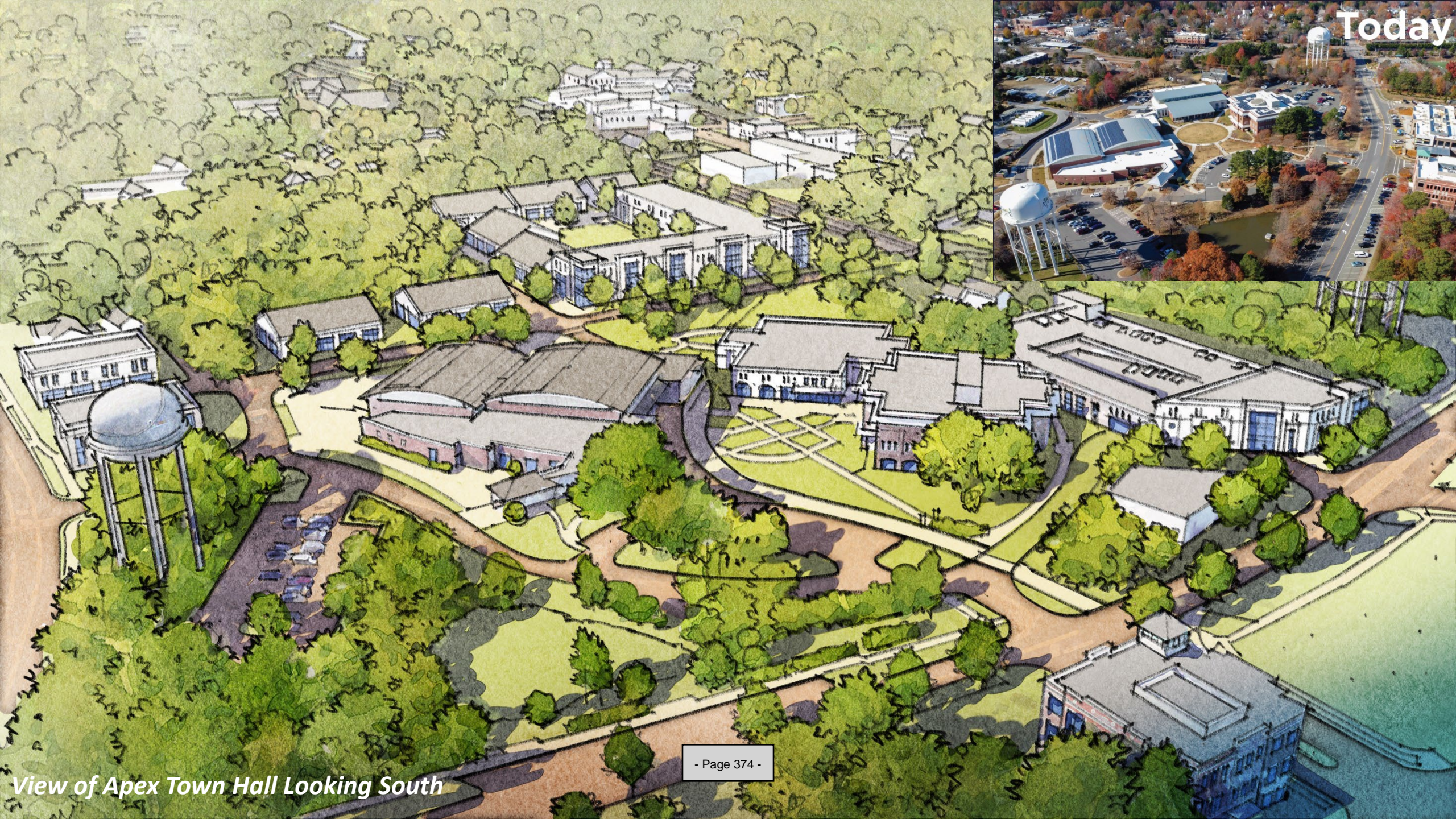
* This plan illustrates one potential development scenario that demonstrates principles of transit-oriented development. This concept does not demonstrate planned or programmed land development or infrastructure projects, unless otherwise indicated.

Building a Multimodal Place

-  Grade Separation
-  New/Improved Intersection
-  Roundabout
-  Station Area Parking
-  Trailhead
-  CSX Railroad (Future S-Line Alignment)
-  Existing Greenway/Trail
-  Greenway/Trail Alignment
-  Pedestrian & Bicycle Bridge/Overpass
-  Bicycle Facilities
-  Sidewalk Improvements
-  Festival Street
- Project Name**
 Locally Adopted/Planned Street Alignment*
-  New Street
- Project Name**
 NCDOT Planned or Funded Projects

**Planned by local jurisdiction, MPO/RPO, or NCDOT*



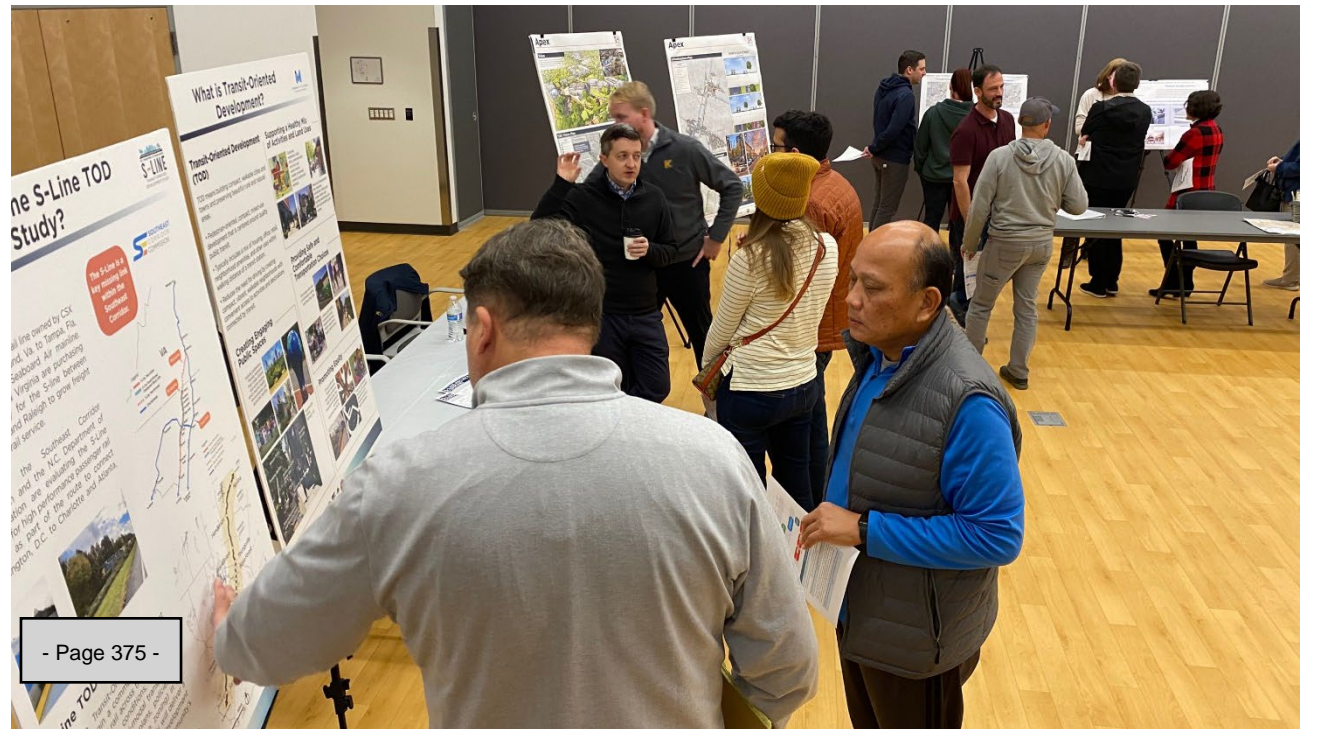


Today

View of Apex Town Hall Looking South

Next Steps

- We presented the draft vision plans to the community at the Downtown Design project Open House on December 6th
- Spoke with over 60 residents & landowners
- Will compile and address feedback to prepare final vision and implementation plan by Spring 2023



Project Contacts

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SlineTODstudy@kittelerson.com



| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PUBLIC HEARING
Meeting Date: December 13, 2022

Item Details

Presenter(s): Taylor Wray, Special Events Coordinator
Department(s): Parks, Recreation and Cultural Resources

Requested Motion

Public hearing and possible motion pertaining to the purchase and relocation of "Blackbird Circle" as a part of the Town's permanent collection. The price of the sculpture is \$7,500 and staff is proposing the sculpture move from Apex Professional Center to John M. Brown Community Center facing Mason Street.

Approval Recommended?

Yes

Item Details

The Public Art Committee would like to present "Blackbird Circle" to the Apex Town Council for purchase and future relocation. This work by Sally Myers has won the 2022-2023 Sculpture Walk People's Choice Award. The price of this sculpture is \$7,500. The sculpture is currently sitting in front of the Apex Professional Center with the future proposed location for such on Mason Street near the John M Brown Community Center. Timeframe for relocation: March-April 2023

Attachments

- Image of "Blackbird Circle" sculpture
- Image of proposed location







Blackbird Circle Purchase & Relocation

Apex Public Art Committee
December 2022

Purchase

Blackbird Circle
By Sally Myers

Appraisal: \$10,000.00

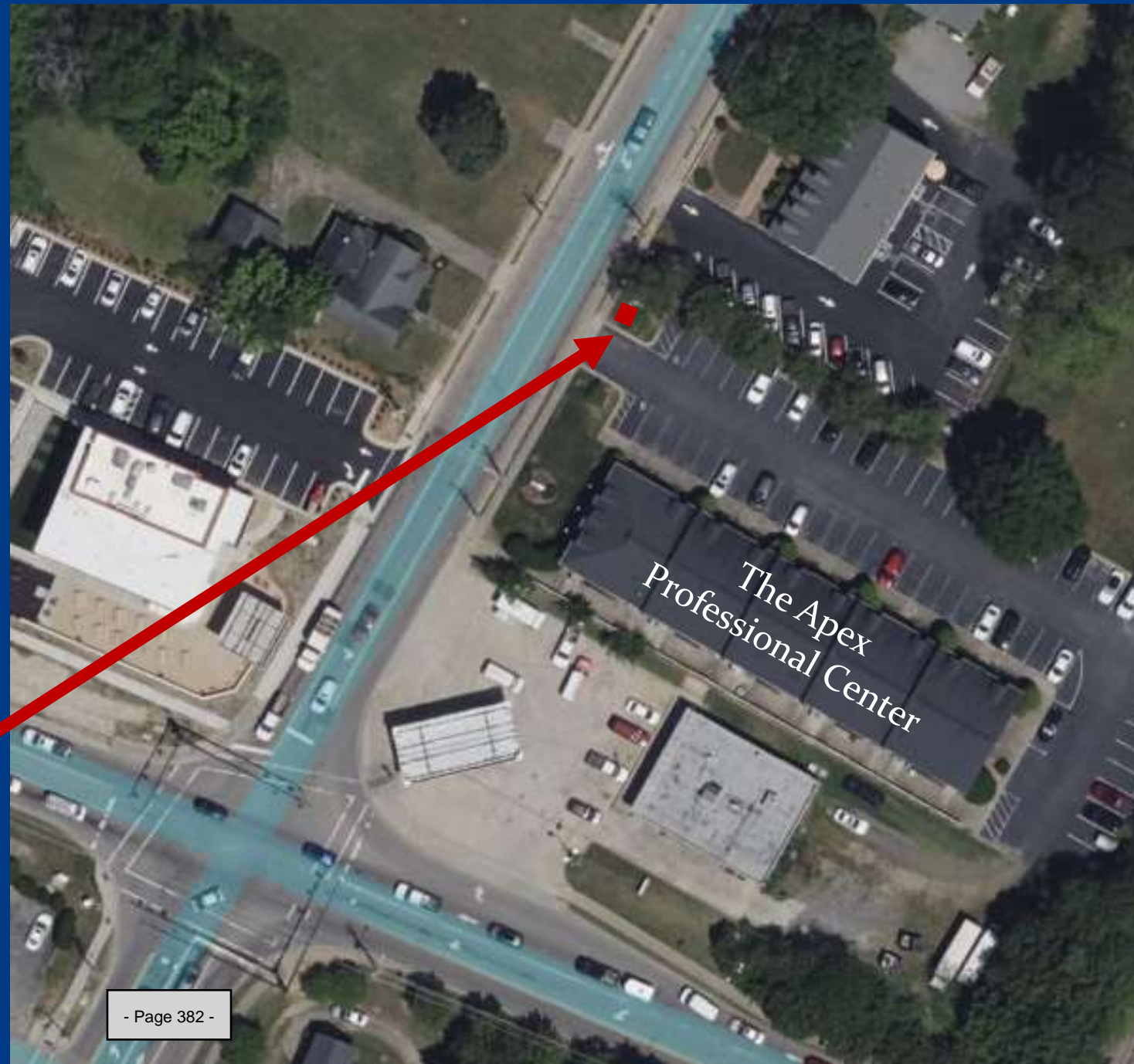
Our Price: \$7,500.00



Current Location

On private property of
The Apex Professional
Center

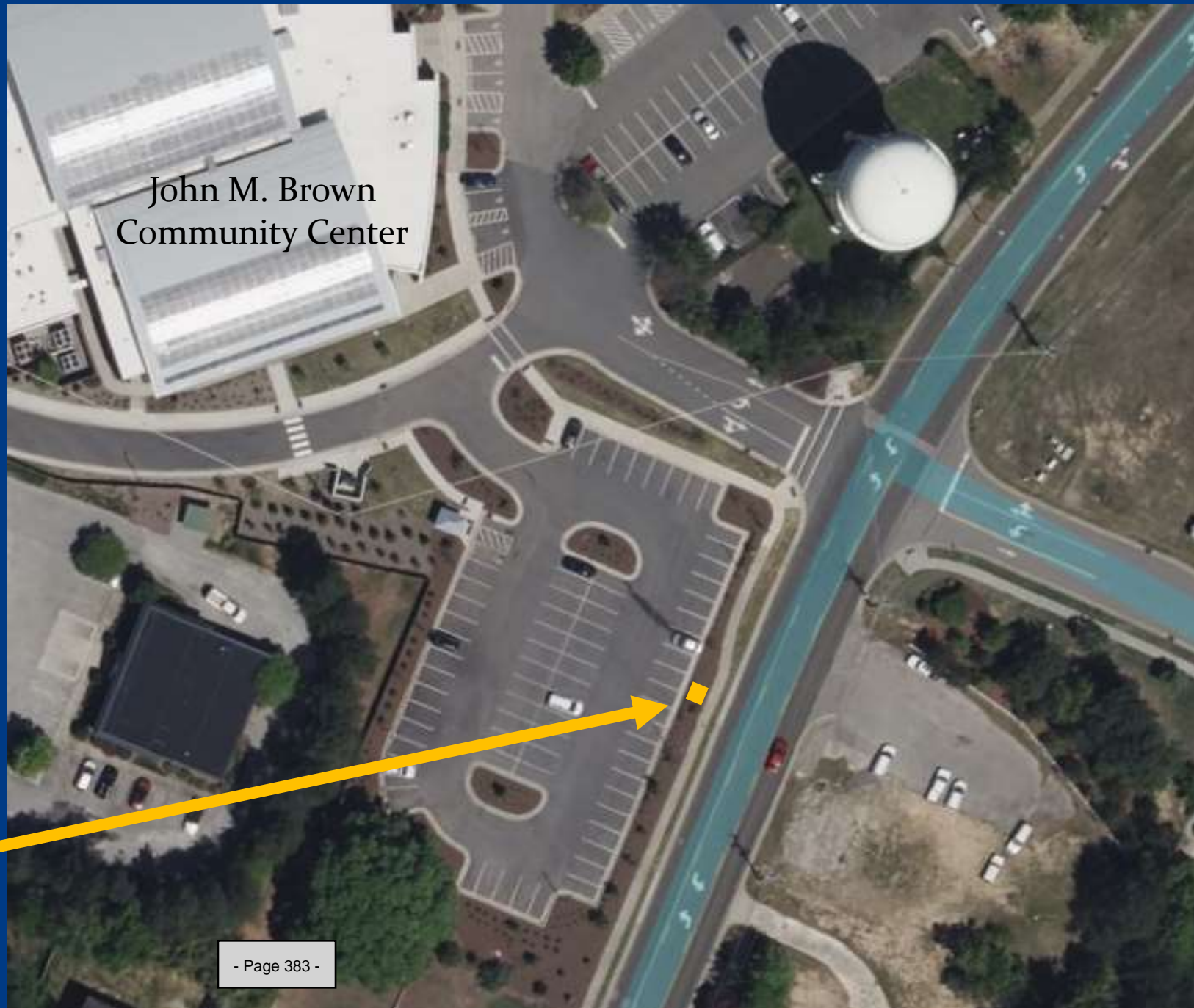
Current Location



New Location

Off Mason St
by the John M.
Brown
Community
Center

Proposed Location



John M. Brown
Community Center

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: NEW BUSINESS

Meeting Date: December 13, 2022

Item Details

Presenter(s): Allen Coleman, Town Clerk

Department(s): Town Clerk's Office

Requested Motion

Receive as information an update on the At-Large Town Council Vacancy.

Approval Recommended?

Yes

Item Details

On Tuesday, November 29, 2022, the Apex Town Council voted to accept Councilmember Cheryl Stallings' resignation and initiate the selection process. Council adopted a policy and process timeline for appointing a candidate to fill the unexpired term. The person selected for this position will be asked to serve the remainder of Stallings' elected term ending December 6, 2023.

Stallings, who was elected to the Apex Town Council in December of 2019, won her recent election to the Wake County Board of Commissioners. She resigned from her Council seat effective Sunday, December 4, 2022 at 11:59 p.m.

The application period was open from 9:00 AM on Wednesday, November 30 through 5:00 PM on Friday, December 9, 2022. No later than 5:00 PM on Friday, December 16, 2022, the Mayor and each Town Councilmember will provide the Town Clerk with up to seven (7) candidates to be interviewed. The submission results will be released and candidates who receive a majority (4 or more votes including the Mayor) will move forward to be interviewed. According to the adopted process timeline, candidate interviews will be conducted on Friday, January 6, 2023. A public hearing will be held immediately following the candidate interviews.

According to North Carolina General Statutes § 160A-63 and the Apex Town Code of Ordinances, the Apex Town Council has the authority to appoint a qualified individual to fill Stallings unexpired term until residents have the opportunity to elect a successor in the 2023 Apex municipal elections.

Attachments

- Adopted Policy for Resignations of Mayor or Member(s) of Town Council and Filling Vacancies
- Adopted Process Timeline for Selecting and Appointing a Candidate to Fill a Temporary At-Large Town Council Seat
- Resignation Letter - Cheryl Stallings Former Apex Town Councilmember
- Applicants for Temporary Appointment to the Apex Town Council
(will be provided under separate cover and released at the Council Meeting on December 13)





TOWN OF APEX GOVERNING BODY POLICIES & RULES OF PROCEDURE

CHAPTER xx | SECTION xx – Resignation of Mayor or Member of Town Council

Resignation of members of the Town Council or in the Office of the Mayor shall be in writing and shall specify the date that the resignation becomes effective. A resignation that fails to specify an effective date shall be effective when accepted by the Town Council. The written resignation shall be filed with the Town Clerk who shall record the date and time the resignation is filed. The Town Clerk shall present the resignation to the next regular meeting of the Town Council. At such meeting or at such later time as the Town Council may decide, the Town Council shall vote on the question of accepting the resignation. A resignation may be withdrawn by the maker at any time prior to the time the Town Council votes to accept it. A resignation may not be withdrawn, once it has been accepted by the Town Council, except by an approving vote of the Town Council.

CHAPTER xx | SECTION xx – Filling Vacancies

The Town Council shall identify and appoint a qualified person to fill an existing vacancy in the office of the Mayor or Council Member. The individual who has resigned or announced their intention to resign shall not participate in the process of filling their vacancy. The Mayor, Mayor Pro-Tempore, or other presiding officer will serve as the chairperson over this process.

The Town Clerk shall give public notice of the vacancy. The notice shall invite applications from persons who are interested in filling the vacancy. The form of the application shall be as prescribed by the Town Council and shall be provided by the Town Clerk. Completed applications shall be filed with the Town Clerk on or before the date specified in the application. All applications and candidate information are public records and subject to release pursuant to North Carolina Public Records Act.

The Town Clerk shall investigate the tax records and voting records of each applicant to ensure that all Wake County taxes are current and that the applicant is a qualified voter in the Town of Apex Corporate Limits. The Town Clerk shall also determine that each applicant satisfies all residency requirements to fill the vacancy. The applications and the information gathered by the Town Clerk with respect to applicant tax records, voting records and residency shall be provided to the Town Council.

The Town Council shall develop criteria to be used as a basis for evaluating the applications. The Town Council shall evaluate the applications based on the criteria and shall narrow the field of applicants to such number as the Town Council deems appropriate.



TOWN OF APEX GOVERNING BODY POLICIES & RULES OF PROCEDURE

The Town Council shall use the responses to the questionnaire as a basis for further narrowing the field of applicants to a final field of not less than three nor more than seven candidates. These candidates shall be invited to appear before the Town Council to be interviewed.

The Council shall schedule all meetings of the Town Council for the purpose of filling a vacancy under this subsection. All such Town Council meetings shall be called and held consistent with the State's Open Meetings Law. The Mayor or presiding officer shall attempt to obtain livestreaming or television coverage of the interviews.

Following the conclusion of the interviews and in an open meeting, the Town Council shall proceed to fill the vacancy by nomination and ballot method. Each Council member may nominate a candidate to fill the vacancy. Following the nominations, each Council member will vote by secret ballot for the person they would like to fill the vacancy. Although, the ballots may be marked secretly, each ballot must contain the Council member name for the record. The person who receives a majority of votes will be selected to fill the vacancy. If no candidate receives a majority of votes, those candidates who receive zero votes will be removed from consideration and the Council members will take a second vote. If no candidate receives a majority of votes in the second round of votes, the two candidates who received the most votes will remain on the ballot for the remaining rounds until a candidate receives a majority vote.

The Town Council is authorized to modify the procedure prescribed by this section (consistent with the general spirit and intent thereof) to address unexpected situations or to make timely progress.



**TOWN OF APEX
PROCESS TIMELINE FOR SELECTING AND APPOINTING
A CANDIDATE TO FILL A TEMPORARY
AT-LARGE TOWN COUNCIL SEAT**

Tuesday, November 29 (Regular Meeting):

The Apex Town Council approves the selection process and schedule for appointing a qualified candidate to temporarily fill an At-Large seat vacated by a resignation.

9:00 AM Wednesday, November 30 – 5:00 PM Friday, December 9, 2022:

Town Clerk's Office and Communications' Department to advertise position and solicit applications from qualified candidates through the Media, Town's Website, and Social Media. Applications available on Town's website and by email.

5:00 PM Friday, December 9, 2022:

All completed applications with accompanying resumes must be submitted and received by the Town Clerk.

Monday, December 12 – Tuesday, December 13, 2022:

The Town Clerk's Office to verify each application is complete and meets the established qualifying criteria. The Wake County Tax Administration and Board of Elections will assist the Clerk's Office with the verification process.

Tuesday, December 13, 2022:

Eligible applicants are shared with the Mayor and Town Council. The Town Clerk's Office in partnership with the Communications' Department will issue a press release notifying the public who is eligible and applied for consideration.

Friday, December 16, 2022:

The Mayor and each Town Council member will provide the Town Clerk with up to seven (7) candidates to be interviewed by the close of business day Friday, December 16, 2022.



Friday, December 16, 2022:

The Town Clerk's Office in partnership with the Communications' Department will issue a press release notifying the public the candidates selected to be interviewed.

Friday, January 6, 2023 (Special Meeting):

Candidate interviews to be conducted by the Mayor and Town Council. This will be a called special meeting of the Council, which will be livestreamed/recorded and open to the public. As in other Council meetings the Town Manager, Town Attorney, and Town Clerk will also be present. At the conclusion of the interviews, Council will deliberate and conduct a public hearing to receive feedback on the potential candidates.

Tuesday, January 10, 2023 (Regular Meeting):

The Mayor and Town Council will vote to appoint a qualified candidate to fill the vacancy by nomination and ballot method. The candidate appointed to the At-Large Town Councilmember seat will serve until the next municipal election (November 2023).

Thursday, January 12, 2023 (Council Strategic Planning Meeting):

The individual selected and appointed to fill the vacancy will be sworn in by the Mayor and/or Town Clerk. The newly sworn-in Councilmember will participate in the Strategic Planning Meeting and all future meetings of the Apex Town Council.

Monday, January 16, 2022:

New Councilmember Orientation process begins, coordinated by the Town Clerk.

Questions regarding the application process and timeline should be directed to the Town Clerk Allen Coleman allen.coleman@apexnc.org, 919-249-1260, or 73 Hunter Street, Apex, NC 27502.

Cheryl Stallings
2009 Abby Knoll Drive
Apex, NC 27502

November 22, 2022

Town of Apex
73 Hunter Street
Apex, NC 27502

Dear Mayor Gilbert, Mayor Pro Tem Killingsworth, and Members of Council:

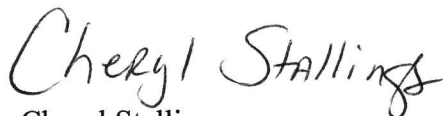
It is with mixed emotions that I tender my resignation as an Apex Councilmember effective December 4th, 2022 at 11:59 pm. Because I was recently elected to the Wake County Board of Commissioners, District 3 seat, I must resign my position with the Town Council prior to being sworn into my new role.

It has been an honor and a privilege to work with all of you, as well as our dedicated Town staff, over the years in service to the people of Apex. I look forward to watching the Town continue to thrive as we honor our past, present, and potential as a welcoming community to all.

I will remain steadfast and involved, and I will continue to represent and work for the Apex and greater Wake County community. I am committed to the work of a healthy and sustainable economy, community, and environment for all.

A special thanks is also extended to the people of Apex for allowing me this opportunity to serve on the Town Council. I look forward to continued service as your next Wake County Commissioner.

Sincerely,



Cheryl Stallings
Town Councilmember

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CLOSED SESSION
Meeting Date: December 13, 2022

Item Details

Presenter(s): Laurie Hohe, Town Attorney

Department(s): Legal Services

Requested Motion

Possible motion to go into closed session pursuant to NCGS § 143-318.11(a)(6) for a personnel matter

Approval Recommended?

Yes

Item Details

NCGS §143-318.11 (6):

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

Attachments

- N/A



| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CLOSED SESSION
Meeting Date: December 13, 2022

Item Details

Presenter(s): Jacques K. Gilbert, Mayor

Department(s): Governing Body

Requested Motion

Possible motion to go into closed session pursuant to NCGS § 143-318.11(a)(6) for a personnel matter

Approval Recommended?

Yes

Item Details

NCGS §143-318.11 (6):

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

Attachments

- N/A

