



REVISED AGENDA

REGULAR TOWN COUNCIL MEETING

September 12, 2023 at 6:00 PM

Council Chambers - Apex Town Hall, 73 Hunter Street

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

Town Council and Administration

Mayor: Jacques K. Gilbert | Mayor Pro-Tempore: Audra Killingsworth
Council Members: Brett D. Gantt; Terry Mahaffey; Edward Gray; Arno Zegerman
Interim Town Manager: Shawn Purvis
Assistant Town Managers: Demetria John and Marty Stone
Town Clerk: Allen Coleman | Town Attorney: Laurie L. Hohe

COMMENCEMENT

Call to Order | Invocation | Pledge of Allegiance

CONSENT AGENDA

CN1 Annexation No. 764 - Pleasant Plains Elementary School - 30.047 acres

Allen Coleman, Town Clerk

CN2 Contract Multi-Year - ITpipes Opco, LLC - July 1, 2023 through June 30, 2026 - ITpipes Mobile Units CCTV Condition Assessment and Data

Michael Deaton, P.E., Director, Water Resources Department

CN3 Contract Multi-Year - Ferguson Enterprises, LLC and Sensus USA Inc. - October 1, 2023 through September 30, 2038 - Advanced Metering Infrastructure (AMI) System

Marty Stone, Assistant Town Manager, Development and Operations Portfolio

CN4 Council Meeting Minutes - Various

Allen Coleman, Town Clerk

CN5 Report of Separation Agreement and Release

Laurie Hohe, Town Attorney

CN6 Resolution - Approve Sell and Issuance of \$3,460,000 Two-Third Public Improvement Bonds, Series 2023A and \$24,500,000, General Obligation (GO) Transportation Bonds, Series 2023B

Antwan Morrison, Director, Finance Department

CN7 Resolution - Public Utility Easement Abandonment

Steve Adams, Real Estate and Utilities Acquisition Specialist, Transportation & Infra. Dev. Dept.

CN8 Surplus Badge and Service Weapon - Retiring Police Officer Jeff Antonsen

Joey Best, Captain, Apex Police Department

CN9 Tax Reports - June and July 2023

Allen Coleman, Town Clerk

PRESENTATIONS

PR1 Proclamation - Hispanic Heritage Month - September 15 through October 15, 2023

Mayor Jacques K. Gilbert

PR2 Proclamation - Indigenous Peoples Day - October 9, 2023

Mayor Jacques K. Gilbert

PR3 Proclamation - Patriot's Day, Honoring and Remembering - September 11, 2023

Mayor Jacques K. Gilbert

PR4 Proclamation - Party in the Peak Day 2023 - Saturday, September 23, 2023

Mayor Jacques K. Gilbert

PR5 S-Line Transit Oriented Development (TOD) Study - Final Report

Ryan Brumfield, PE, Director, Integrated Mobility Division, NC Dept. of Trans. (NCDOT)

Jason Orthner, PE, Director, Rail Division, NC Dept. of Trans. (NCDOT)

REGULAR MEETING AGENDA

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

PUBLIC FORUM

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

Comments must be limited to 3 minutes to allow others the opportunity to speak.

PUBLIC HEARINGS

PH1 Annexation No. 752 - Castleberry Assemblage - 90.24 acres (continued from August 8, 2023)

June Cowles, Senior Planner, Planning Department

AND

PH2 Rezoning Case No. 23CZ04 - Castleberry Reserve PUD (continued from August 8, 2023)

June Cowles, Senior Planner, Planning Department

PH3 Annexation No. 761 - Calyx Senior Living of Apex (Kobra LLC) - 7.259 acres

Dianne Khin, Director, Planning Department

PH4 Annexation No. 762 - The Summit (FKA Holland Road Mixed Use) - 29.4692 acres

Dianne Khin, Director, Planning Department

PH5 Thoroughfare and Collector Street Plan Amendment - East Williams Street and future Jessie Drive (continued from August 8, 2023)

Shannon Cox, Long-Range Planning Manager, Planning Department

NEW BUSINESS

NB1 Western Big Branch Area Plan Update

Jenna Shouse, Senior Long-Range Planner, Planning Department

NB2 Unified Development Ordinance (UDO) Possible Amendments - Increase Resource Conservation Area (RCA) requirement and Solar Panels

Amanda Bunce, Current Planning Manager, Planning Department

UPDATES BY INTERIM TOWN MANAGER

CLOSED SESSION

Council will enter into closed session pursuant to:

CS1 Laurie Hohe, Town Attorney, Legal Department

NCGS §143-318.11(a)(3):

"To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body."

CS2 Allen Coleman, Town Clerk

NCGS §143-318.11(a)(6):

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

ADJOURNMENT

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: September 12, 2023

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 September 26, 2023, on the Question of Annexation - Apex Town Council's intent to annex 30.047 acres, Pleasant Plans Elementary School, Annexation No. 764 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

- CN1-A1: Resolution Directing the Town Clerk to Investigate Petition
 - Certificate of Sufficiency by the Town Clerk
 - Resolution Setting Date of Public Hearing
- CN1-A2: Legal Description - Annexation No. 764
- CN1-A3: Aerial Map - Annexation No. 764
- CN1-A4: Plat Map - Annexation No. 764
- CN1-A5: Annexation Petition - Annexation No. 764





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

Annexation Petition No. 764
Pleasant Plains Elementary School – 30.047 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 12th day of September, 2023.

Jacques K. Gilbert
Mayor

ATTEST:

Allen L. Coleman, CMC, NCCCC
Town Clerk



CERTIFICATE OF SUFFICIENCY BY THE TOWN CLERK

Annexation Petition No. 764
Pleasant Plains Elementary School – 30.047 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 12th day of September, 2023.

Allen L. Coleman, CMC, NCCCC
Town Clerk

(Seal)



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

Annexation Petition No. 764
Pleasant Plains Elementary School – 30.047 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 26th day of September, 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 12th day of September, 2023.

Jacques K. Gilbert, Mayor

ATTEST:

Allen L. Coleman, Town Clerk

Attachment: Legal Description

Town of Apex Annexation Legal Description
Pleasant Plains Elementary School (E-53)
(1525 South Salem Street, Apex, NC 27502)

AREA #1 TO BE ANNEXED - PIN 0731640633

BEGINNING AT A R/W MONUMENT AT THE INTERSECTION OF THE WESTERN RIGHT OF WAY OF SOUTH SALEM STREET AND THE EASTERN RIGHT OF WAY OF NC-540, AND BEING AT THE SOUTHERN MOST CORNER OF THE SUBJECT PROPERTY; THENCE, ALONG AND WITH THE R/W OF NC-540 N 39°03'04" W A DISTANCE OF 390.84' TO A R/W MONUMENT; THENCE, N 44°52'13" W A DISTANCE OF 172.42' TO A R/W MONUMENT; THENCE, N 61°51'41" W A DISTANCE OF 203.40' TO AN IRON PIPE; THENCE, N 61°52'08" W A DISTANCE OF 98.24' TO A R/W MONUMENT; THENCE, N 45°07'01" W A DISTANCE OF 238.78' TO A R/W MONUMENT; THENCE, N 52°16'29" W A DISTANCE OF 341.83' TO AN IRON ROD IN THE CENTERLINE OF A CREEK; THENCE ALONG AND WITH THE CENTER OF SAID CREEK, WITNESSED BY A TRAVERSE LINE AS FOLLOWS N 57°22'07" E A DISTANCE OF 126.98' TO A POINT; THENCE N 77°52'52" E A DISTANCE OF 113.61' TO A POINT; THENCE N 54°47'22" E A DISTANCE OF 380.08' TO AN IRON ROD; THENCE S 86°29'22" E A DISTANCE OF 255.76' TO A POINT; THENCE N 65°59'47" E A DISTANCE OF 281.13' TO A POINT; THENCE N 49°31'01" E A DISTANCE OF 145.48' TO A POINT; THENCE N 59°32'01" E A DISTANCE OF 264.91' TO A POINT; THENCE N 09°00'41" E A DISTANCE OF 184.87' TO AN IRON ROD IN THE CENTERLINE OF A CREEK; THENCE, LEAVING SAID CREEK, S 00°18'17" W A DISTANCE OF 877.27' TO A BENT RIGHT OF WAY MONUMENT IN THE NORTHERN RIGHT OF WAY OF SEAPOND DRIVE; THENCE, S 00°18'17" W A DISTANCE OF 60.00' TO AND IRON PIPE WITH CAP & TACK IN THE SOUTHERN RIGHT OF WAY OF SEAPOND DRIVE; THENCE ALONG AND WITH SAID RIGHT OF WAY, S 89°15'34" E A DISTANCE OF 325.52' TO AN IRON PIPE AT THE INTERSECTION OF THE SOUTHERN RIGHT OF WAY OF SEAPOND DRIVE AND THE WESTERN RIGHT OF WAY OF SOUTH SALEM STREET; THENCE, ALONG THE WESTERN RIGHT OF WAY OF SOUTH SALEM STREET, WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 256.55', WITH A RADIUS OF 2704.56', WITH A CHORD BEARING OF S 28°54'18" W, WITH A CHORD LENGTH OF 256.46' TO AND IRON PIPE WITH CAP & TACK; THENCE, LEAVING SAID RIGHT OF WAY, N 84°50'46" W A DISTANCE OF 203.80' TO A BENT IRON PIPE; THENCE S 00°18'01" W A DISTANCE OF 310.45' TO A BENT IRON PIPE IN THE WESTERN RIGHT OF WAY OF SOUTH SALEM STREET; THENCE, ALONG AND WITH SAID RIGHT OF WAY, S 38°46'26" W A DISTANCE OF 16.50' TO A POINT; THENCE S 39°23'46" W A DISTANCE OF 25.82' TO A POINT; THENCE S 37°48'48" W A DISTANCE OF 7.18' TO A R/W MONUMENT; THENCE N 50°18'09" W A DISTANCE OF 54.99' TO A R/W MONUMENT; THENCE S 39°41'24" W A DISTANCE OF 397.22' **THE POINT OF BEGINNING** HAVING AN AREA 28.823+/- ACRES MORE OR LESS.

AREA #2 TO BE ANNEXED – PIN 0731645370

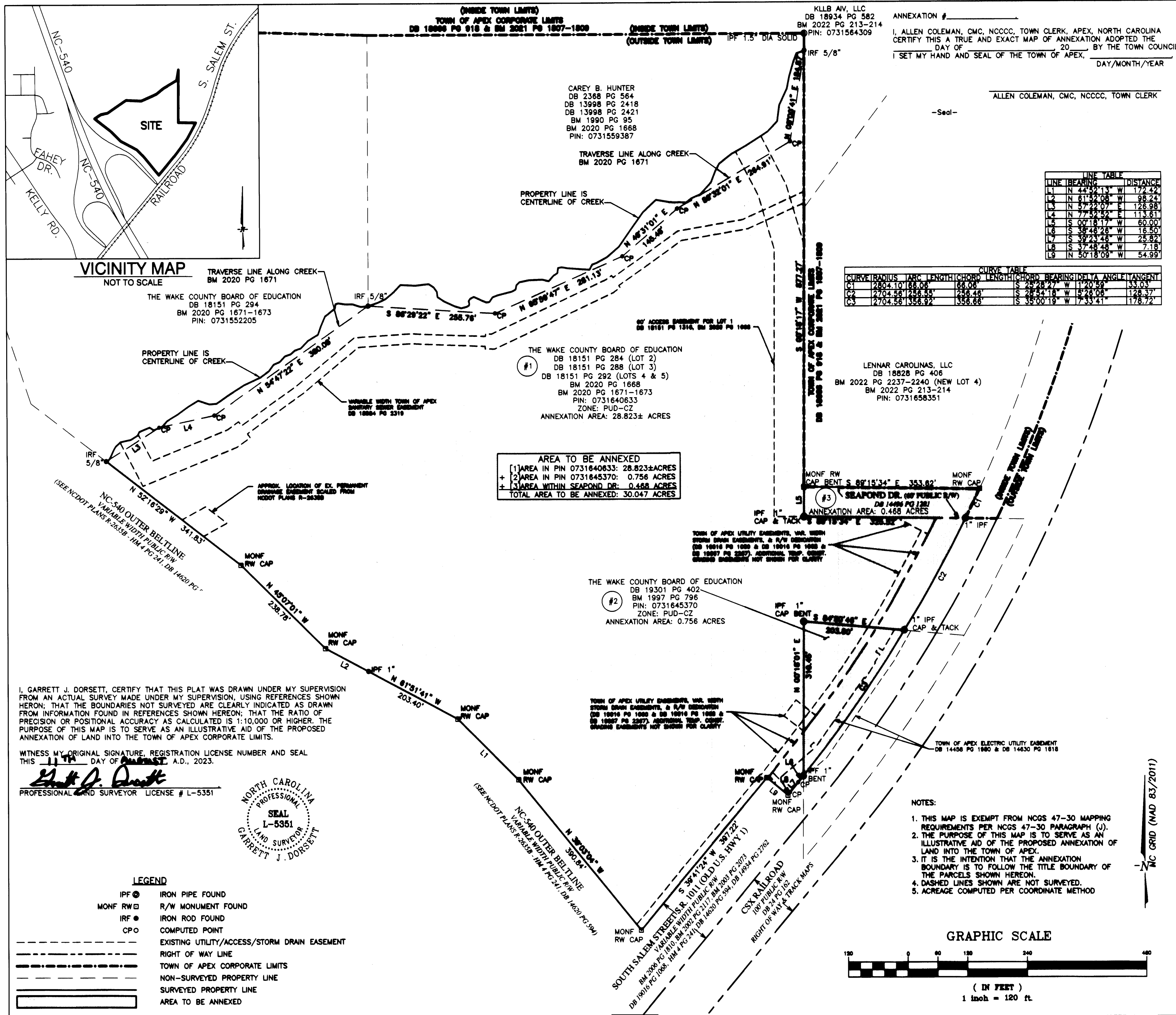
BEGINNING AT AN IRON PIPE WITH CAP & TACK IN THE WESTERN RIGHT OF WAY OF SOUTH SALEM STREET AND BEING A COMMON CORNER WITH THE WAKE COUNTY BOARD OF EDUCATION (PIN 0731640633); THENCE, ALONG AND WITH SAID RIGHT OF WAY, WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 356.92', WITH A RADIUS OF 2704.56', WITH A CHORD BEARING OF S 35°00'19" W, WITH A CHORD LENGTH OF 356.66' TO A BENT IRON PIPE; THENCE, LEAVING SAID RIGHT OF WAY, N 00°18'01" E A DISTANCE OF 310.45' TO A BENT IRON PIPE; THENCE S 84°50'46" E A DISTANCE OF 203.80' **TO THE POINT OF BEGINNING** HAVING AN AREA 0.756 ACRES MORE OR LESS.

AREA #3 TO BE ANNEXED - Seapond Drive Public R/W

BEGINNING AT AN IRON PIPE WITH CAP & TACK AT THE SOUTH WEST CORNER OF SEAPOND DRIVE AND BEING A COMMON CORNER WITH THE WAKE COUNTY BOARD OF EDUCATION (PIN 0731640633); THENCE N 00°18'17" E A DISTANCE OF 60.00' TO A R/W MONUMENT ON THE NORTHERN R/W OF SEAPOND DRIVE; THENCE, ALONG AND WITH SAID RIGHT OF WAY, S 89°15'34" E A DISTANCE OF 353.62' TO A RIGHT OF WAY MONUMENT AT THE INTERSECTION OF THE NORTHERN RIGHT OF WAY OF SEAPOND DRIVE AND THE WESTERN RIGHT OF WAY OF SOUTH SALEM STREET; THENCE, ALONG S. SALEM STREET RIGHT OF WAY WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 66.06', WITH A RADIUS OF 2804.10', WITH A CHORD BEARING OF S 25°28'27" W, WITH A CHORD LENGTH OF 66.06' TO AN IRON PIPE AT THE INTERSECTION OF THE SOUTHERN RIGHT OF WAY OF SEAPOND DRIVE AND THE WESTERN RIGHT OF WAY OF SOUTH SALEM STREET; THENCE, ALONG THE SOUTHERN RIGHT OF WAY OF SEAPOND DRIVE, N 89°15'34" W A DISTANCE OF 325.52' TO **THE POINT OF BEGINNING** HAVING AN AREA OF 0.468 ACRES MORE OR LESS.



ANNEXATION MAP for the TOWN OF APEX
ON THE PROPERTIES OF
THE WAKE COUNTY BOARD OF EDUCATION
PLEASANT PLAINS ELEMENTARY SCHOOL (E-53) AND
SEAPOND DRIVE PUBLIC RIGHT OF WAY
1325 SOUTH SALEM STREET, APEX, NORTH CAROLINA 27502



LINE TABLE

LINE	BEARING	DISTANCE
L1	N 44°52'13\"	172.42
L2	N 61°52'08\"	98.24
L3	N 57°22'07\"	126.98
L4	N 77°52'52\"	113.61
L5	S 00°18'17\"	60.00
L6	S 36°48'28\"	16.50
L7	S 39°23'46\"	25.82
L8	S 37°48'48\"	7.18
L9	N 50°18'09\"	54.99

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE	TANGENT
C1	2804.10'	88.08'	88.08'	S 25°28'27\"	172°05'	33.03'
C2	2704.56'	256.55'	256.46'	S 28°54'18\"	57°28'06'	128.37'
C3	2704.56'	356.92'	356.66'	S 35°00'19\"	7°33'41'	178.72'

AREA TO BE ANNEXED
 [1] AREA IN PIN 0731640633: 28.823± ACRES
 + [2] AREA IN PIN 0731645370: 0.756 ACRES
 + [3] AREA WITHIN SEAPOND DR: 0.468 ACRES
TOTAL AREA TO BE ANNEXED: 30.047 ACRES

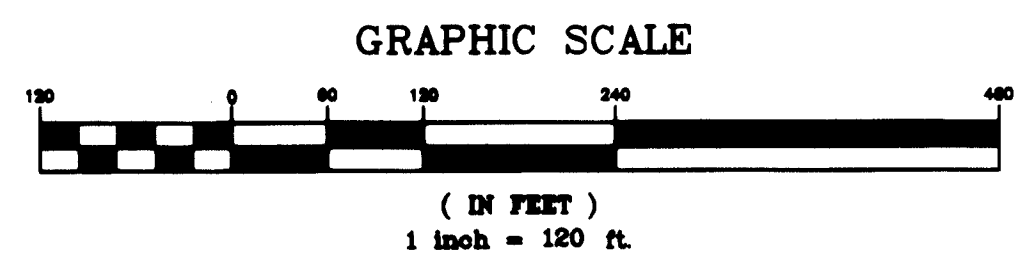
I, GARRETT J. DORSETT, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION, USING REFERENCES SHOWN HEREON; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN REFERENCES SHOWN HEREON; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY AS CALCULATED IS 1:10,000 OR HIGHER. THE PURPOSE OF THIS MAP IS TO SERVE AS AN ILLUSTRATIVE AID OF THE PROPOSED ANNEXATION OF LAND INTO THE TOWN OF APEX CORPORATE LIMITS.

WITNESS MY ORIGINAL SIGNATURE, REGISTRATION LICENSE NUMBER AND SEAL THIS 11TH DAY OF AUGUST, A.D., 2023.
Garrett J. Dorsett
 PROFESSIONAL LAND SURVEYOR LICENSE # L-5351



- LEGEND**
- IPF ● IRON PIPE FOUND
 - MONF RW □ R/W MONUMENT FOUND
 - IRF ● IRON ROD FOUND
 - CPO ○ COMPUTED POINT
 - - - - - EXISTING UTILITY/ACCESS/STORM DRAIN EASEMENT
 - - - - - RIGHT OF WAY LINE
 - - - - - TOWN OF APEX CORPORATE LIMITS
 - - - - - NON-SURVEYED PROPERTY LINE
 - SURVEYED PROPERTY LINE
 - AREA TO BE ANNEXED

- NOTES:**
- THIS MAP IS EXEMPT FROM NCGS 47-30 MAPPING REQUIREMENTS PER NCGS 47-30 PARAGRAPH (J).
 - THE PURPOSE OF THIS MAP IS TO SERVE AS AN ILLUSTRATIVE AID OF THE PROPOSED ANNEXATION OF LAND INTO THE TOWN OF APEX.
 - IT IS THE INTENTION THAT THE ANNEXATION BOUNDARY IS TO FOLLOW THE TITLE BOUNDARY OF THE PARCELS SHOWN HEREON.
 - DASHED LINES SHOWN ARE NOT SURVEYED.
 - ACREAGE COMPUTED PER COORDINATE METHOD



DATE	BY	DESCRIPTION

DRAWN BY GJD
 APPROVED BY ACH
 CHECKED BY ACH
 DATE 8/11/23

TITLE
 ANNEXATION MAP
 PLEASANT PLAINS ELEMENTARY
 SCHOOL (E-53)

PETITION FOR VOLUNTARY ANNEXATION
Town of Apex, North Carolina



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

ANNEXATION FEE: \$200.00

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

HARD COPY SUBMITTAL REQUIREMENTS:

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

ELECTRONIC SUBMITTAL REQUIREMENTS: [IDT Plans](#)

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

REVIEW AND APPROVAL PROCESS:

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

FOR WELL AND/OR SEPTIC FAILURES:

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

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

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

PETITION FOR VOLUNTARY ANNEXATION

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

Application #: Annexation #764 ^{NW-2023-014} Submittal Date: 7/14/23
Fee Paid \$ NA WCPSS Check # _____

TO THE TOWN COUNCIL APEX, NORTH CAROLINA

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

OWNER INFORMATION

The Wake County Board of Education	0731640633
Owner Name (Please Print)	Property PIN or Deed Book & Page #
919-588-3572	blanfair@wcpss.net
Phone	E-mail Address
The Wake County Board of Education	0731645370
Owner Name (Please Print)	Property PIN or Deed Book & Page #
919-588-3572	blanfair@wcpss.net
Phone	E-mail Address
NCDOT	Seapond Dr. (DB 14496 PG 1281)
Owner Name (Please Print)	Property PIN or Deed Book & Page #
c/o 919-588-3572	blanfair@wcpss.net
Phone	E-mail Address

SURVEYOR INFORMATION

Surveyor: Garrett Dorsett

Phone: 984-255-7059 Fax: 919-881-9923

E-mail Address: gdorsett@dewberry.com

ANNEXATION SUMMARY CHART

Property Information		Reason(s) for annexation (select all that apply)	
Total Acreage to be annexed:	<u>30.047 Acres</u>	Need water service due to well failure	<input type="checkbox"/>
Population of acreage to be annexed:	<u>Zero</u>	Need sewer service due to septic system failure	<input type="checkbox"/>
Existing # of housing units:	<u>1</u>	Water service (new construction)	<input checked="" type="checkbox"/>
Proposed # of housing units:	<u>Prop. School</u>	Sewer service (new construction)	<input checked="" type="checkbox"/>
Zoning District*:	<u>PUD-CZ</u>	Receive Town Services	<input checked="" type="checkbox"/>

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

PETITION FOR VOLUNTARY ANNEXATION

Application #: _____

Submittal Date: _____

COMPLETE IF SIGNED BY INDIVIDUALS:

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

The Wake County Board of Education, a body corporate

Please Print

By: Mark Strickland
Signature

Mark Strickland, Chief of Facilities Operations, WCPSS

Please Print

Signature
For and on behalf of the Wake County Board of Education,
pursuant to duly delegated authority

Please Print

Signature

Please Print

Signature

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Katherine Griffin Trahan, a Notary Public for the above State and County,
this the 11th day of July, 2023.

Katherine Griffin Trahan
Notary Public

SEAL

KATHERINE GRIFFIN TRAHAN
NOTARY PUBLIC
Wake County
North Carolina
My Commission Expires August 31 2027

Commission Expires: August 31, 2027

COMPLETE IF A CORPORATION:

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

Corporate Name _____

SEAL

By: _____
President (Signature)

Attest:

Secretary (Signature)

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

Notary Public

SEAL

My Commission Expires: _____

PETITION FOR VOLUNTARY ANNEXATION

Application #: _____

Submittal Date: _____

COMPLETE IF IN A LIMITED LIABILITY COMPANY

In witness whereof, _____ a limited liability company, 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 Limited Liability Company _____

By: _____

Signature of Member/Manager

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

Notary Public

SEAL

My Commission Expires: _____

COMPLETE IF 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: September 12, 2023

Item Details

Presenter(s): Michael Deaton, P.E., Director

Department(s): Water Resources

Requested Motion

Motion to approve a Standard Services Agreement with ITpipes Opco LLC., and the Town of Apex, for software support for ITpipes Mobile CCTV platform, effective July 1, 2023 through June 30, 2026, and to authorize the Interim Town Manager to execute on behalf of the Town.

Approval Recommended?

Yes

Item Details

ITpipes Opco, LLC., provides software subscription and support services for the ITpipes mobile CCTV platform currently being implemented by Water Resources Operations staff. Having the ability to inspect sewer pipe using CCTV technology allows staff to properly assess, determine cleaning need/frequency, and achieve compliance with the Town's Sewer Collection System Permit (WQCS00064). The contract period for this agreement would be July 1, 2023 through June 30, 2026.

Attachments

- CN2-A1: Standard Services Agreement - Contract Multi-Year - ITpipes Opco, LLC - July 1, 2023 through June 30, 2026 - ITpipes Mobile Units CCTV Condition Assessment and Data



**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

**PURCHASE ORDER #
STANDARD SERVICES AGREEMENT**

THIS STANDARD SERVICES AGREEMENT (hereinafter "Agreement") is entered into this _____ day of _____, 2023 by and between, ITpipes Opco, LLC, a Washington limited liability company with its principal business offices located at 1407B 33rd Avenue, Seattle, WA 98122 (the "Contractor"), and the Town of Apex, a municipal corporation of the State of North Carolina, (the "Town"). Town and Contractor may collectively be referred to as "Parties" hereinafter.

WITNESSETH:

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

1. SCOPE OF SERVICES.

The Contractor agrees to perform for the Town the following services: Software support for ITpipes Mobile/CCTV platform for period July 1, 2023 through June 30, 2026. The Town shall notify the Contractor if at any time during the contract period the optional services of the automated QA/QC for NASSCO PACP condition assessment of CCTV inspection data is required. The optional service, if required, shall be at the rate provided in the Quote labeled Exhibit A.

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

2. SPECIFICATIONS.

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

3. TIME OF COMMENCEMENT AND COMPLETION.

Contractor shall commence the work required in this Agreement no more than 30 days after the date of execution of this Agreement, and the Contractor shall complete entire work no later than 6/30/2026. If a Scope of Services is provided Contractor shall also comply with all timelines and deadlines documented in the Scope of Services. If Contractor has not satisfactorily commenced or completed the work within the times specified, the Town may declare such delay a material breach of contract and may pursue all available legal and equitable remedies. Any changes to the schedule(s) provided in the Agreement must be agreed to in writing by the Town and the Contractor.

4. CONSIDERATION AND PAYMENT OF SERVICES.

In consideration of the above services, the Town will pay the Contractor the annual subscription fee provided in the attached quote labeled Exhibit A, to be paid according to the following schedule: 30 days from receipt of invoice. Town has the right to require the Contractor to produce for inspection all of Contractor's records

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

5. INDEMNIFICATION.

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

6. APPLICABILITY OF LAWS AND REGULATIONS.

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

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

7. E-VERIFY COMPLIANCE.

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

8. ANTI-HUMAN TRAFFICKING.

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

9. QUALITY AND WORKMANSHIP.

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

10. INSURANCE.

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

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

11. PRE-PROJECT SAFETY REVIEW MEETING.

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

12. DEFAULT.

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

13. TERMINATION FOR CONVENIENCE.

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

14. NOTICE.

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

TO CONTRACTOR:
ITpipes Opco, LLC.
1407B 33rd Avenue
Seattle, WA 98122
lucas@itpipes.com

TO TOWN: Town of Apex
Attention: Michael Deaton, P.E.
PO Box 250
Apex, NC 27502
Michael.deaton@apexnc.org

15. DELAY BEYOND THE CONTROL OF THE PARTIES.

Neither Contractor nor Town, having taken commercially reasonable precautions, shall be in default of the provisions of this Agreement for delays in performance due to forces beyond the control of the parties. “Forces beyond the control of the parties” shall mean, but is not limited to, delay caused by natural disaster, fire, flood, earthquakes, storms, lightning, epidemic, pandemic, war, riot, civil disobedience, or other event reasonably outside of the parties’ control. Due to the ever-changing circumstances surrounding the COVID-19 pandemic, situations may arise during the performance of this Agreement that affect availability of resources and staff of Contractor or the Town. There could be changes in anticipated performance times and service costs. Contractor will exercise reasonable efforts to overcome the challenges presented by current circumstances. In the event of changes in performance times or service costs caused by the COVID-

19 pandemic the Town reserves the right to terminate this Agreement in accordance with its terms. The Parties agree that they shall not be liable to each other for any delays, expenses, losses, or damages of any kind arising out of the impact of the COVID-19 pandemic.

16. NONWAIVER FOR BREACH.

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

17. CONSTRUCTION.

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

18. NO REPRESENTATIONS.

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

19. SEVERABILITY.

In the event for any reason that any provision or portion of this Agreement shall be found to be void or invalid, then such provision or portion shall be deemed to be severable from the remaining provisions or portions of this Agreement, and it shall not affect the validity of the remaining portions, which portions shall be given full effect as if the void or invalid provision or portion had not been included herein.

20. COUNTERPARTS.

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

21. MODIFICATION.

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

22. BINDING EFFECT.

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

23. ASSIGNMENT.

Contractor shall not assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent

of the Town. Nothing contained in this paragraph shall prevent Contractor from employing such independent consultants, associates, and sub-contractors as it may deem appropriate to assist Contractor in the performance of services rendered.

24. INDEPENDENT CONTRACTOR.

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

25. NON-APPROPRIATION.

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

26. IRAN DIVESTMENT ACT CERTIFICATION.

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

27. NONDISCRIMINATION.

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

28. ELECTRONIC SIGNATURE.

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

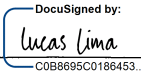
In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals
this ____ day of _____, 2023.

Contractor

Town of Apex

Name: Lucas Lima
Name of Contractor (type or print)

Shawn Purvis, Interim Town Manager

By:  _____
(Signature)

Attest:

Title: Chief Operational Officer

Allen L. Coleman, CMC, NCCCC
Town Clerk

Attest:

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

(Secretary, if a corporation)

Antwan Morrison, Finance Director

EXHIBIT A



Payment and Term: This is a **3-year** commitment. The customer shall pay ITpipes the following minimum total amount of **\$14,400** for use of the Platform.

Subscription: This includes licensing for the following:

- ITpipes Mobile - 2 units

Software Subscription Term & Payment Schedule:

Item	Base price without multi-year commitment	Town of Apex price with 3-year commitment	Fee Schedule
Year 1 subscription	\$6,000	\$3,600	Due Oct 21st, 2023 - <i>(Current license cycle ended on Jul 21st, 2023, 90-day extension granted due to contract request)</i>
Year 2 subscription	\$6,600	\$4,800	Due July 21, 2024
Year 3 subscription	\$7,200	\$6,000	Due July 21, 2025
Total	\$19,800	\$14,400	

Additional modules are available upon request.

Optional services - Automated QA/QC:

NASSCO PACP condition assessment of CCTV inspection data

Inspection data <i>(in linear feet per year)</i>	Cost per linear feet	Total annual commitment <i>(minimum)</i>
30k LF/year or more	\$0.25 / LF	\$7,500
60k LF/year or more	\$0.22 / LF	\$13,200

Terms of this quote are valid until Sep 30, 2023

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: September 12, 2023

Item Details

Presenter(s): Marty Stone, Assistant Town Manager

Department(s): Town Manager's Office

Requested Motion

Motion to approve a Master Services Agreement (MSA) between the Town of Apex and Ferguson Enterprises, LLC and Sensus USA Inc., for a meter system upgrade, effective October 1, 2023 through September 30, 2038, and authorize the Interim Town Manager to execute on behalf of the Town.

Approval Recommended?

Yes

Item Details

This Master Services Agreement (MSA) is for the delivery and installation of a turnkey Meter System Upgrade (MSU) and the related products and services in order to increase the level of service to Town customers. The MSU will be will be integrated into the new Meter Data Management System (MDMS) and the new enterprise resources planning system that the Town is installing.

Attachments

- CN3-A1: Meter System Upgrade Master Agreement between Town of Apex (Apex) and Ferguson & Sensus
- CN3-A2: Meter System Upgrade Master Agreement - Non-Confidential Attachments
 - Attachment D-1: MSU Initial System Acceptance Test (ISAT)
 - Attachment E: MSU Final Acceptance Test (FSAT)
 - Attachment G: Responsibility Summary
 - Attachment N: Manufacturer Warranties



Meter System Upgrade Master Agreement between
Town of Apex (Apex) and
Ferguson & Sensus

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1 MSU Master Agreement

This MSU Master Agreement (hereinafter “Agreement”) for the delivery and installation of a turnkey Meter System Upgrade (“MSU”) and the related products and services is entered into effective _____, ___2023, (“the “Effective Date”) by and between the Town of Apex North Carolina (Apex), (hereinafter referred to as “Apex” or “Purchaser”) whose general office is located at 73 Hunter Street Apex, NC 27502, and Ferguson Enterprises, LLC dba Ferguson Waterworks having a place of business at 1044 Taylors Creek Dr. Greenville, NC 27835 (“Ferguson” or ”Supplier”) and Sensus USA Inc. having a place of business at 637 Davis Drive Morrisville, NC 27560 (“Sensus” or “MSU System Manufacturer” or “Manufacturer”) (individually referred to as “Party” or collectively as “Parties”).

1.1 RECITALS

A. Town of Apex North Carolina is a municipal electric and water, serving over 26,000 electric and 26,000 water meters in Apex North Carolina.

B. Apex desires to purchase and obtain from Supplier, and Supplier desires to provide to Apex, a turnkey Meter System Upgrade (or “System”), meter exchange, and associated maintenance services for the System as more fully described below and in the Attachments to this Agreement.

For and in consideration of the foregoing Recitals and the mutual promises, terms, conditions and warranties, set forth herein, Purchaser and Supplier, hereby agree as follows:

2 Terms and Conditions

2.1 Term

This Agreement is effective for a period of fifteen (15) years from the Effective Date. Thereafter, this Agreement shall automatically renew from year to year (each year, a “Renewal Term”), unless terminated as follows: (i) by either Party providing prior written notice to the other Party at least one hundred twenty (120) days before expiration of the Term or a given Renewal Term; or (ii) in accordance with Section 2.39 (Termination) herein.

Subject to Article 2.40 and in the event Supplier is unable to fulfill its obligations under this agreement, Supplier shall assign and MSU System Manufacturer agrees to assume the Agreement and meet all obligations of the Supplier contained herein. For clarity and avoidance of doubt, in the event that any particular default cannot reasonably be cured by Supplier within the (10) day period outlined in Article 2.38, provided the Supplier is exerting continuous, good faith efforts to cure the breach, the ten (10) day period shall toll for so long as such efforts continue.

2.2 Definitions

The terms listed below are defined as follows:

The term “Agreement” means this Meter System Upgrade Master Agreement including all Attachments and Statements of Work, which are by and between Purchaser, Supplier, and Manufacturer. In the event there are any conflicting provisions or requirements among the Agreement documents, the terms, provisions, and requirements of this Master Agreement, including any amendments, control and the Agreement documents must be enforced in the following order of descending priority:

- i. Any amendment to this Agreement;
- ii. The body of this Agreement;
- iii. Documents in response to Apex’s Request for Proposal to said Response and its Attachments:
 - a. Attachment A MSU, MDMS, and Meter Exchange Requirements (Confidential)
 - b. Attachment B Pricing Schedule and Bill of Materials (Confidential)
 - c. Attachment C-1 Propagation Study (confidential)
 - d. Attachment C-2 Propagation Study Base Station Locations (confidential)
 - e. Attachment D-1 MSU Initial System Acceptance Test (ISAT)
 - f. Attachment D-2 reserved
 - g. Attachment D-3 reserved
 - h. Attachment D-4 reserved
 - i. Attachment E MSU Final System Acceptance Test (FSAT)
 - j. Attachment F-1 Apex Data Flow and Interfaces (confidential)
 - k. Attachment F-2 Apex Interface Summary and System of Truth (confidential)
 - l. Attachment F-3 Multispeak Integration (confidential)
 - m. Attachment G Responsibility Summary
 - n. Attachment H reserved
 - o. Attachment I reserved
 - p. Attachment J reserved
- iv. The preliminary Statement of Work (installation and supply) documents as reviewed and accepted by both parties:
 - a. Attachment K reserved
 - b. Attachment L Statement of Work Electric Meter and Water MSU Node Exchange (confidential)
 - c. Attachment M Statement of Work MSU (confidential)
 - d. Attachment N Manufacturer Warranties
 - e. Attachment O Catastrophic Warranty (confidential)
 - f. Attachment P reserved
 - g. Attachment Q reserved
 - h. Attachment R reserved
- v. Software and support documents as reviewed and accepted by both parties:

- a. Attachment S Spectrum License and Software as a Service (SaaS) Agreement (confidential)
- b. Attachment T reserved

The term “Annual Maintenance Fee” means annual fees relating to Software, System Support, and Equipment maintenance and support Services including, but not limited to those Services described in Attachment S the SaaS Agreement and priced in Attachment B.

The term “MSU” means a Meter System Upgrade, including, as further determined in this Agreement, including any and all Attachments hereto.

The term “Available Endpoint” means an installed Sensus FlexNet meter (with a SmartPoint Module installed) or a Sensus SmartPoint Module which has been installed on a third party meter, and which, in either case, is not an Unavailable Meter (or on an Unavailable Meter in the case of SmartPoint Modules on third party meters) and which satisfies all of the following criteria: (i) it functions properly, is powered and is not a damaged or failed meter; (ii) it is in a deployment area of meters for Customer such that a sufficient number of two-way meters are in range of each other; (iii) it is serviced by RF Field Equipment that has not been subjected to a power failure greater than eight (8) total hours; (iv) neither it nor the RF Field Equipment that serves that meter has been affected by a Force Majeure event; (v) jamming of the radio spectrum is not preventing or interfering with radio communication to or from the meter; (vi) it is installed in the Service Territory; (vii) it has not been reported to Customer under Sensus' or Customer's preventative maintenance; (viii) its functioning or performance has not been adversely affected by a failure of Customer to perform its obligations or tasks for which it is responsible under this Agreement, including, but not limited to, testing and confirming that the socket to which the meter will be/is connected is in safe operating condition, is fully functional, is not corroded, does not contain improperly installed jaws or other deficiencies, complies with ANSI standards, and is not hot, damaged, or otherwise in need of maintenance or repair; (ix) its functioning or performance has not been adversely affected by a failure or insufficiency of the back haul telecommunications network of Customer for communications among the components of the Sensus FlexNet System; and (x) it has been installed in compliance with the procedures and specifications approved by Customer and Sensus.

The term “Available Meter Locations” means a meter that is accessible at member's or consumer's meter location and physically accessible by the installation crew.

The term “Collector” means Supplier two-way radio collector that transmits data between the Meters/Modules, and the data center.

The term “Consultant” shall include Power System Engineering, Inc., acting as advisor, agent, and consultant to Purchaser on engineering matters relating to this Agreement.

The term “Coverage Commitment” shall mean reaching ninety-nine and a half percent (99.5%) of the installed base of Available Endpoints via on-request read twenty four (24) hours per day and seven (7) days a week in all weather conditions, excluding non-reporting Meters/Modules and Endpoints found to be in failure due to Purchaser-side problems not caused by and outside of the control of Supplier (such as meter tampering, a damaged Meter or Endpoint, or a damaged transformer, or other Purchaser-related or non-MSU related problem), and except for a Force Majeure event. 100% of electric meters and 98.5% of water endpoint must be read within a rolling three-day billing cycle and in the same three-days 99.5% of electric and 98.5% of water all interval reads are obtained.

The term “Coverage Commitment Term” shall mean two (2) years from the Effective Date that ninety-five percent (95%) of the Available Endpoint Locations and Endpoints required by this Agreement have been installed and have associated with the System.

The term “Delivery Date(s)” means (i) for Equipment, the date on which such Equipment is delivered in accordance with [Section 2.32 \(Transportation and Risk of Loss\)](#); and (ii) for Software, the earlier of the date on which Purchaser downloads the Software, or thirty days after the Supplier makes the Software available to Purchaser for electronic download.

The term “Endpoint” means a sensory-type device, including, but not limited to, electric meter, water meter endpoint, load management switch.

The term “Equipment” means Network Equipment, Meters, Collectors, Endpoints, and/or hardware that Purchaser purchases from Supplier.

The “Equipment Warranty Period” is based upon the shipment date of the Equipment.

- Water Endpoint have a warranty period of 20 years. 15 years full warranty and 63 months pro-rated at default transmission based upon date of shipment.
- Electric MSU Meters (polyphase and single phase) have a 63-month full warranty based upon date of shipment.
- MSU Collectors have an annual fee for warranty coverage that does not include acts of God and labor to replace such items.

The term “Field Tools” means Supplier proprietary tools to be used in the field, including but not limited to software and handheld devices.

The term “Final System Acceptance” means that Purchaser has, at the completion of Phase II Full Deployment, accepted the Work provided by Supplier after both parties have mutually performed a Final System Acceptance Test (FSAT) with results satisfactory to Purchaser as measured against the FSAT criteria set forth in Attachment E and satisfying Specifications in Attachment A and as identified in any and all Attachments to this Agreement.

The term “Initial System Acceptance” means the Purchaser has accepted the Work and Equipment provided by Supplier after Purchaser and Supplier have jointly performed an Initial System Acceptance Test (ISAT) with results satisfactory to Purchaser as measured against the ISAT criteria set forth in Attachment D-1.

The term “Firmware” means Software embedded in and provided with the Equipment.

The term “Meter/Module” means a device that measures consumption of an end user, comprised of a meter and an MSU module, and provided by Purchaser to Purchaser's consumers. Note that Purchaser will provide Supplier with purchase order for an integrated Meter/Module (single part number) that will be supplied by Supplier.

The term “Network Association” means the event in which a Meter/Module or Endpoint takes to establish its initial registration with the Collector and MSU system and is exchanging data and information available to the user on the MSU software platform.

The term “Network Equipment” means the Collectors, Routers, and radios that are in these devices for radio frequency (RF) that are, or will be, under this Agreement physically deployed in Purchaser’s service territory. The term does not include the System backhaul, the network operations center, any system Equipment that is not located in Purchaser service territory, Meters/Modules, or any aspect or component of the System components that is not used by Purchaser.

The term “Network Reconnection Time” means the period of time for a Meter/Module, Endpoint, or Equipment to reconnect to the Collector and MSU System after a period of network stress caused by events such as; power outages, loss of communications at the Collector or Endpoint, resulting in no connection or communication or transmit and receiving of data or information.

The term “Permitted Use” means the MSU related activities allowed within the service territory as defined by Attachment C (Propagation Study)

The term “Project Manager” shall mean Purchaser or Purchaser’s designated representative, acting as consultant to Purchaser on matters relating to this Agreement. As a representative of Purchaser, the Project Manager would be acting only on Purchaser’s behalf and has no responsibility to Supplier to direct, oversee, or supervise any of the Work to be performed and delivered by Supplier under this Agreement.

The term “Purchaser” refers to the Town of Apex North Carolina (Apex).

The term “RF Field Equipment” shall mean Network Equipment.

The term “Specifications” shall mean any requirements for any product contained in the documentation and Attachments, specifically, but not limited to, Attachment A

The term “Software” means computer application and programs in any form that Purchaser licenses from Supplier.

The term “Services” means project management services, training, project delivery services, commissioning services, and/or other services described in Attachment A, Attachment B, and Attachment G.

The term “Service Territory” means the endpoints served by the MSU system as defined in Attachment C (Propagation Study) with the locations provided by Purchaser and geocoded at the time of the study.

The term “SmartPoint Module” refers to the Sensus trademarked name for their MSU modules for electric, water, and gas meters.

The term “Subcontractor” refers to a person, persons, partnership, association, company, or corporation engaged by Supplier to furnish any portion of the Work, as defined below, to Supplier.

The term “Supplier” in this Agreement refers to the MSU vendor and it’s designated installation sub-contractor(s).

The term “Support” in this Agreement means that deployed system Meters/Modules, subject to defined Warranty provisions, will continue to have the ability to operate and communicate with the software and other hardware components deployed in the field even if Supplier were to cease manufacturing these devices or introduces alternate solution offerings.

The term “System” means the integrated, installed system providing MSU to Purchaser, comprised of the Supplier’s Equipment, Firmware, Field Tools, Software, and any other components as may be necessary to complete the Agreement as herein defined, to include (but not limited to) Collectors, Endpoints, Meters/Modules, Network Equipment, Routers, and, as herein defined, whether or not fully detailed on drawings (if any) or listed in detail in this Agreement.

The “System Warranty Period” shall mean sixty-three (63) months from the successful completion and Purchaser’s acceptance of the FSAT.

The term “Work” includes any and all labor, materials and other services as may be necessary for Supplier to complete the System, including but not limited to completion of the electric meter exchange, water node exchange and network equipment installation to meet obligations under this Agreement as herein defined.

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2.3 Shipments, Meter Exchange, and Title Transfer

Supplier is providing the Purchaser a turnkey supply and installation of an MSU system as outlined in this Agreement and Attachments. Supplier is providing meter exchange including project management, lead interface development, warehousing and inventory management for new MSU water modules and electric meters, inventory management of removed meters for 6 months from removal, option for disposal of removed electric and water meters, system training, and support as detailed in this Agreement and Attachments.

For equipment installed by the Supplier, Purchaser takes title when material is delivered to the designated Supplier warehouse. Supplier is responsible for all loss and damage when equipment is under Supplier control.

For equipment not installed by Supplier (spares, test units, other) title is transferred to the Purchaser upon delivery to the Purchaser warehouse.

Mass meter exchange (Phase II) cannot start until the Supplier completion and the Purchaser acceptance of the ISAT and completing all interfaces as outlined in Attachment F-1, Attachment F-2, and Attachment F-3 to Supplier provided software and databases are accepted by the Purchaser.

2.4 Cost

The Parties have agreed upon pricing for the System and the Work as set forth in Attachment B, Pricing Schedule and Bill of Material and as otherwise described herein.

All System, Annual Maintenance Fee, License fees, Hosting fees, Endpoint, and Equipment prices shall be fixed for three years from August 2, 2022 (date of the proposal). In year 4, Supplier may adjust pricing by an amount not to exceed the cumulative Consumer Price Index (“CPI”) from years 1 to 3. Starting in year 5, Supplier may adjust any equipment or service (maintenance, license, hosting, other) line items annually by an amount not to exceed the CPI. The CPI will be obtained from U.S. Bureau of Labor Statistics (www.bls.gov/cpi)

and is designated as of the June-to-June twelve-month percentage change to the CPI – Urban Consumers, All Cities Average, All Items (“CPI-U”).

For material only, Supplier may, from time-to-time, issue surcharges on new purchase orders in order to mitigate and/or recover increased operating costs arising from or related to, without limitation: (a) foreign currency exchange variation; (b) increased cost of third-party content, labor and materials; (c) impact of duties, tariffs, and other government actions; and (d) any other circumstances that increase Supplier’s costs, including, without limitation, increases in freight, labor, and unforeseen material or component costs (collectively, “Economic Surcharges”). Supplier will invoice Purchaser through a revised or separate invoice, and Purchaser agrees to pay for the Economic Surcharges pursuant to the payment terms herein. If a surcharge is issued, Supplier must provide Purchaser a detailed summary and explanation of the basis of the surcharge.

2.5 Taxes

The Town of Apex may be eligible for a refund of sales taxes paid. Supplier and its subcontractors shall properly itemize invoices on sales that are made to Purchaser during the term of this Agreement.

2.6 General Scope of MSU System to be Purchased

Supplier shall provide Purchaser with a System that achieves Advanced Metering Infrastructure (“MSU”) access to all of Purchaser’s water and electric Meters/Modules within Purchaser’s service territory based on the information provided by the Purchaser.

The responsibilities of Supplier and functionality of its MSU System shall also be comprised of all commitments made in this Agreement, including but not limited to, the Requirements in Attachment A and the responsibilities in Attachment G, and all materials including product specifications attached hereto as Attachments.

2.7 Entire Agreement

This Agreement and the Attachments and documents attached hereto or referenced herein and hereby expressly incorporated by this reference, when fully executed by Supplier, Manufacturer, and Purchaser, shall be deemed to include the entire Agreement between the Parties and shall supersede all other previous and contemporaneous understandings, commitments or representations, whether oral or written, and all subsequent oral agreements concerning the subject matter hereof. Neither Supplier, Manufacturer, nor Purchaser shall claim any modification resulting from any representation or promise made at any time, by an officer, agent, the Consultant, or employee of any Purchaser or by any other person. Each Party acknowledges that the other Party has not made any representations other than those that are contained herein.

2.8 General Statement of Responsibility of Supplier

Supplier shall perform the Work in accordance with the terms of this Agreement. The obligation of Supplier shall be deemed to carry with it the obligation to incur all items of necessary expense to perform the Work.

Supplier shall have complete and undivided responsibility for complying with the Agreement, including sole discretion for the means by which the Work is to be performed. Without any qualification of such undivided responsibility, Supplier shall have the right to enter into such subcontracts, purchase orders, and other commitments with third parties for the performance of any part of the Work, as may, in Supplier’s opinion, be advantageous or necessary for the proper and expeditious or economical prosecution of the Work. Notwithstanding the foregoing, Supplier shall remain primarily responsible for completion of the Work, provision of the System and performance of the Subcontractors. Supplier shall ensure that all Subcontractors comply with the terms and conditions of this Agreement. Except as otherwise provided in Section 2.1 of this Agreement, Supplier may not assign this Agreement or any of its duties or responsibilities herein (including due to a change of control, merger, or other similar transaction) without consent of Purchaser. Supplier shall notify the Purchaser of any use of Subcontractors.

2.9 Independent Contractor

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The relationship between Purchaser and Supplier and between Purchaser and Manufacturer shall be that of contracting party to independent contractor. Accordingly, subject to the specific terms of the Agreement, neither Party shall have any general right to prescribe the means by which the other Party shall meet its obligations under the Agreement. This Agreement is not intended to create, nor shall it be construed to create any partnership, joint venture, employment or agency relationship between Supplier and Purchaser or between Manufacturer and Purchaser, nor shall either Party have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party. No Party shall be liable for the payment or performance of any debts, obligations, of the other Party, unless expressly assumed in writing herein or otherwise. Each Party retains full control over the employment, direction, compensation and discharge of its employees, and will be solely responsible for all compensation of such employees, including social security, withholding and worker’s compensation responsibilities.

2.10 Purchaser Review and Approval

Unless otherwise agreed to by express written statement in the Agreement, Purchaser’s review and/or approval of the specifications, drawings, and related documents developed by Supplier as part of its proposal to the Purchaser or pursuant to this Agreement shall in no way or manner relieve or lessen Supplier’s responsibility under this Agreement for the professional quality, technical accuracy, and completeness of such documents.

2.11 Supplier Representations

In order to induce Purchaser to enter into this Agreement, Supplier makes the following representations and warranties:

1. Supplier has examined and carefully studied this Agreement, including all Attachments hereto and information provided by Apex;
2. Supplier has fully acquainted itself with the information provided by Purchaser within its Request for Proposals – Advanced Metering Infrastructure System. Supplier pricing is based on standard system design and typical installation conditions as defined in this Agreement and the supporting Attachments.

3. Supplier is fully qualified to complete the Work in accordance with the terms of this Agreement within the time specified;
4. Supplier, its employees, agents and any subcontractors have all licenses, permits, qualifications, and approvals that are legally required to practice their respective professions and to complete the Work in accordance with the terms of this Agreement.
5. Supplier is familiar with, is in compliance with, and shall perform all of its obligations hereunder in compliance with all federal, state, and local statutes, laws, rules, and regulations including but not limited to OSHA, NEC, and NESC, regulations that may affect cost, progress, and performance of the Work.
6. There are no complaints, claims, suits, actions, mediations, arbitrations or proceedings or investigations pending or, to the knowledge of Supplier, threatened against or affecting Supplier that would, if adversely determined, have a material adverse effect on Supplier's ability to perform its obligations hereunder, or on the validity or enforceability of this Agreement.

2.12 Change-Orders

Changes to the System to be provided under this Agreement, the Work, the sums to be paid, or the time permitted for performance of the Work under this Agreement can only be made by a written change-order signed by duly authorized representatives of both Purchaser and Supplier following the procedure and requirements described below. No other verbal or written communication or action or failure to act on the part of Purchaser or any of Purchaser's representatives including its consultants, can substitute for a written change-order signed by a duly authorized representative of Purchaser.

The change-order shall identify all affected items in the Agreement including technical matters (i.e., functions, performance, reliability, etc.), cost, schedule, process and all other factors affected. Only items specifically identified in a written change-order as modified are affected.

Purchaser may request a change by providing a written change-order as described above to Supplier as a legal notice under this Agreement or as the Parties may otherwise agree in advance and in writing. Supplier agrees it will make all reasonable efforts to meet the request for a change in the Work and shall promptly respond regarding its ability to meet the request.

Supplier may request a change by providing a written change-order as described above to Purchaser as a legal notice under this Agreement or as the Parties may otherwise agree in advance and in writing. Supplier must secure prior Purchaser approval for all change orders. Purchaser shall respond within ten (10) business days to either accept or deny the change-order as written, provided that if no response is made, Purchaser's silence shall be deemed a denial of the change-order.

If the terms of a change-order are agreed to, the requesting Party shall provide two executed copies to the other Party for signature. The Party accepting the request shall sign both copies and return one original copy of the signed change-order to the requesting Party.

When invoicing for change-order items, Supplier shall reference the change-order and itemize it separately.

2.13 Right to Use System Not Yet Accepted

At all times prior to the Initial System Acceptance Test (ISAT) and Final System Acceptance Test (FSAT), Purchaser shall have the right to use the System as installed, provided the Purchaser's use of the system does not adversely affect Supplier's setup and install. Use of the System prior to Final System Acceptance shall not result in any waiver of any Purchaser rights under this Agreement and shall not be deemed acceptance of the System. This use of the System prior to acceptance is intended to assist Supplier and Purchaser in evaluating the System functionality in advance of Initial System Acceptance Test (ISAT) and Final System Acceptance Test (FSAT). Following Initial Acceptance, Purchaser may use any of the System prior to FSAT for billing and other related purposes.

2.14 Right to Use Accepted System

Upon Final System Acceptance, Purchaser shall have the right to use, modify, and adapt the System in any - Page 33 - esires as long as it is in accordance with the terms and conditions of this Agreement and does not void Manufacturer's warranty, - Page 33 - or the system performance capabilities.

2.15 Defective Work and System (Warranty)

Notwithstanding the acceptance of the System by the Purchaser or the provision of any certificate with respect to delivery or acceptance of the System, the following warranties shall apply:

- A. Equipment Warranty. The Warranty is included in Attachment N and below. With respect to the underlying products, PURCHASER'S SOLE AND EXCLUSIVE WARRANTY IS THAT PROVIDED BY THE PRODUCT'S MANUFACTURER. SUPPLIER HEREBY DISCLAIMS ALL EXPRESSED OR IMPLIED WARRANTIES, WHETHER IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OR FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES, AND IN NO EVENT, WILL SUPPLIER BE LIABLE FOR PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER LOSS, DAMAGE, COST OF REPAIRS OR INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES RELATED TO THE UNDERLYING PRODUCTS PROVIDED.

MSU System Manufacturer provides the full warranty period for all single phase and polyphase meters provided under this Agreement.

- B. MSU Water Module Warranty ("Water Module Warranty"); Expressly subject to the terms of the Manufacturer's Warranty, Supplier warrants from the date of shipment from the manufacturer and for twenty (20) years thereafter, MSU Water modules for residential and commercial meters, under standard operating profile, use and service, will be (a) new, (b) conform in all material respects to their specifications, (c) be free from all liens, claims and encumbrances and (d) not fail when Deployed in the field as a result of a material Defect. Purchaser's exclusive remedy for each Defective MSU water module for the initial fifteen (15) years from date of shipment from Manufacturer ("**free replacement period**") will be replacement of the Defective MSU water module and for years 16-20, at a prorated replacement fee. The prorated purchase price of any MSU water module which becomes Defective after the lapse of the free replacement period, and prior to the end of the warranty period, will be credit toward the purchase by Purchaser of another MSU water module. The amount of the proration for each MSU water module shall be set forth in the table

below. When a MSU water module is replaced, the warranty on the replaced MSU water module shall be the balance of the original warranty period from shipment of the replacement.

MSU Water Module Warranty/Replacement Fee Table

Year of Failure Based on Time of Shipment	Replacement Price Discount taken by Purchaser applied to the list price in effect at the time such replacement is purchased
1-15	Full Replacement at no charge to Purchaser
16	30%
17	40%
18	50%
19	60%
20	70%

Example #1:

- MSU Water Module fails in year 13
- Defective module will be replaced at no charge to Customer

Example #2:

- MSU Water Module fails in year 18
- Defective module will be replaced with Customer paying 50% of the then list price of the module (e.g., the cost of module in year 18 is \$50, Customer will pay \$25 for the replacement)

- C. **System Warranty.** Supplier and Manufacturer warrants that the System will perform in accordance with Documentation and this Agreement including, but not limited to, the Specifications set forth in any System supporting documentation. This System Warranty only covers problems reported to Supplier and Manufacturer in writing during such System Warranty Period. In the event of a breach of the foregoing System Warranty, in addition to Supplier's and Manufacturer's other obligations under this Agreement, Supplier and Manufacturer will, at their sole expense, repair, modify, or adjust the System to make it conform to the foregoing System Warranty. For clarity and avoidance of doubt, the herein described System Warranty does not include labor to reinstall Equipment covered under warranty described in Sec. 2.15.D. **THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, CONDITIONS OR TERMS OF WHATEVER NATURE RELATING TO THE SYSTEM PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED. EXCEPT AS OTHERWISE PROVIDED BY LAW, BUYER'S EXCLUSIVE REMEDY AND SERVICE PROVIDER'S AGGREGATE LIABILITY FOR BREACH OF THE FOREGOING WARRANTY.**
- D. **Installation Warranty.** For those materials installed by Supplier, if any, for a period of twelve (12) months from installation, Supplier warrants that services shall be performed in a professional and workmanlike manner and in accordance with manufacturer's installation instructions and local code requirements. Upon receipt of notice from Purchaser that installation services were not performed in accordance with the limited warranty herein, Supplier shall re-perform the services to the Purchaser's satisfaction. The foregoing shall not apply if there is evidence of abuse or misuse by Purchaser or any third party. **THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, CONDITIONS OR TERMS OF WHATEVER NATURE RELATING TO THE INSTALLATION SERVICES PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED. EXCEPT AS OTHERWISE PROVIDED BY LAW, BUYER'S EXCLUSIVE REMEDY AND SERVICE PROVIDER'S AGGREGATE LIABILITY FOR BREACH OF THE FOREGOING WARRANTY.**
- E. **Intellectual Property (IP) Warranty.** Manufacturer warrants that the sale, use, or incorporation into manufactured products of all machines, parts, components, services, devices, material and rights furnished or licensed hereunder which are not of Purchaser's design, composition or manufacture shall be free from any patent, copyright, trademark, or other proprietary rights for the payment of any license fee or royalty to others by Purchaser. Manufacturer shall be liable for, defend and save Purchaser harmless from any loss, damage, or expense whatsoever that Purchaser may suffer from Manufacturer breach of any of these warranties. Purchaser's sole and exclusive remedy for breach of the IP warranty is indemnification.
- F. **Compliance with Laws.** The Supplier warrants that the Work and the System, upon delivery and when operated in accordance with the Documentation, will comply with and will have been produced, processed, delivered, and sold in conformity with all applicable federal, state, and local laws and administrative regulations and orders.

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For any Equipment under warranty that does not comply with the warranties herein, Supplier shall coordinate with the Manufacturer to repair or replace such defective or non-conforming Equipment.

All warranties for any repaired or replaced products will hold the existing warranty issued at time of delivery of original product to the Purchaser (see Attachment N).

2.16 System Life Expectancy

Manufacturer represents and warrants that the System and Equipment purchased hereunder shall be commercially supported for a minimum of fifteen (15) years from the Effective Date ("Life Expectancy"), through Manufacturer making available for purchase products and services that are compatible with those purchased under this Agreement. Manufacturer shall make available for purchase spare parts for all Equipment purchased or provided under this Agreement and corrections for any Software purchased or provided under this Agreement during the Life Expectancy of the System. Manufacturer and Supplier shall take commercially reasonable steps to make available for purchase maintenance service, additional equipment and spare parts for all equipment ordered under this Agreement, and corrections for any software ordered for the life expectancy of the System. In the event Manufacturer's business changes such that it no longer offers the equipment or spare parts, Manufacturer shall offer equivalent and backwards compatible next generation products.

Supplier and Manufacturer recognize and acknowledge that if the Supplier and Manufacturer fail to meet the Life Expectancy specified above, the Purchaser will see substantial damages including stranding the MSU investment made under this Agreement. In the event System support is

terminated by Supplier and Manufacturer during the term of the Life Expectancy, other than for Force Majeure, Purchaser shall be entitled to make a claim for any reasonable, direct, and verifiable losses incurred as a result of such termination.

2.17 Deployment Plan

The deployment shall occur in two phases. Phase I shall mean deployment within the Initial Deployment Area and completion of all software and database integration as defined in the RFP and Attachments. Phase II shall mean full deployment and shall commence upon the completion of Phase I and Initial System Acceptance and shall mean deployment within the remaining service territory of Purchaser not covered in Phase I. The Parties shall work together to develop a deployment plan and schedule at a project kick-off meeting that meets the required acceptance dates for the ISAT and FSAT.

2.18 Payment to Supplier

Supplier will issue invoices to Purchaser for all amounts owed to Supplier hereunder. Invoices: (i) for Work and Services will be issued upon completion of the Work or Service; and (ii) for the Equipment shall be issued upon delivery to either the Supplier or Purchaser warehouse or installed per this agreement.

Invoicing and payment shall be commensurate with retainage as shown in the table below and the Pricing Schedule set forth in Attachment C. Written authorization shall be required from Purchaser before Services commence.

The “Milestone Description” as stated below in the Milestone Schedule is provided as a summary only; this entire Agreement provides the detail of what comprises deliverables for each Milestone.

Table 1: Milestone Payment Schedule

Milestone	Description	Payment
Phase I*	Initial Deployment Area	<p>90% of all monthly invoices for software and hardware related to Phase I* deployment area. Paid net 45.</p> <p>Invoices for material delivered to Purchaser for Purchaser storage or installation issued upon Purchaser receipt of material at Purchaser warehouse.</p> <p>Invoices for material installed by Supplier or Supplier subcontractor are issued upon delivery to Supplier Apex project warehouse.</p> <p>Invoicing for meter installations will occur on a monthly basis and include, with proper documentation, any adders as specified in the pricing or through change order.</p> <p>A lien-waiver must be provided by Supplier prior to release of payment by Purchaser.</p> <p>(Purchaser shall exercise a 10% holdback on all Phase I invoices).</p>
Initial System Acceptance Test (ISAT)	<p>Successful completion of the Initial System Acceptance Test (ISAT) for the Phase I Initial Deployment Area.</p> <p>Phase I including the ISAT must be completed within 9 months of the execution of this Agreement (unless delayed by Purchaser interface development).</p>	<p>Release of the 10% holdback is made upon successful completion and acceptance of ISAT.</p> <p>Year 1 annual support, maintenance, and hosting fees will be invoiced at the time of software installation.</p>
Phase II	Full Deployment	<p>After successful completion of the ISAT, and starting with the Phase II Full Deployment, 90% of all monthly invoices for Equipment and items associated with the Phase II deployment area according to a mutually accepted schedule. Paid net 45.</p> <p>Invoices for material delivered to Purchaser for Purchaser storage or installation issued upon Purchaser receipt of material at Purchaser warehouse.</p> <p>Invoices for material installed by Supplier or Supplier subcontractor are issued upon delivery to Supplier Apex project warehouse.</p> <p>Invoicing for meter installations will occur on a monthly basis and include, with proper</p>

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Milestone	Description	Payment
		documentation, any adders as specified in the pricing or through change order. A lien-waiver must be provided by Supplier prior to release of payment by Purchaser. (Purchaser shall exercise a 10% holdback on all Phase II invoices).
Final System Acceptance Test (FSAT)	Successful completion of the Final System Acceptance Test (FSAT) for all System components installed during Phase II Full Deployment. The FSAT acceptance must be completed within 24 months of the completion of the ISAT.	Release of the 10% holdback is made upon successful completion and acceptance of the FSAT and the Final Inspection.

*Phase I shall include but not be limited to:

- Project design meeting; receipt of standard System documentation and training manuals covering the scope of this Agreement; review and approval of Purchaser’s coverage area and design drawings for the initial deployment area; receipt of proof of insurance.
- Configuration of Master System server and hardware components and delivery of configured software and hardware to Purchaser; training on use of the MSU Master software System.
- Delivery of Phase I base stations, Collectors, Repeaters, load management end devices, gateways, electric Meters/Modules and Endpoints as determined prior to Agreement signing.
- Completion of onsite support and training covering equipment installation, meter/module, inspection of work and training installation, Master System training including support on report generation.
- Successful completion of the ISAT and Initial System Acceptance.

Purchaser will review, approve, and pay each undisputed invoice within forty-five (45) days of receiving such invoice and other documents required hereunder. Supplier may collect a late fee of no more than one and one-half percent (1.5%) per month of the unpaid amount of an undisputed invoice if not paid in the forty-five (45) day period.

After delivery and inspection at destination, Purchaser will be responsible for any loss, theft, physical damage, or abuse that affects the operation of the System and occurs while System is in the control of Purchaser.

Notwithstanding any provision in this Agreement to the contrary, Purchaser may withhold any or all payment or payments for the affected portion of Work done to the extent of protecting Purchaser against loss on account of:

- Defective workmanship and materials;
- Failure of Supplier to make payments promptly to Subcontractors or Suppliers for material or labor;
- Damages to structures or property caused by a Supplier Party; and
- Other specified reasons set forth in this Agreement.

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Except as provided for in the Agreement (Sec 2.4), all prices for Work and Equipment are firm and fixed.

Upon receipt of payment, Supplier shall provide to Purchaser a Lien Waiver for the labor and material covered by said payment. If said payment included labor and supplies by a subcontractor, Supplier shall obtain a Lien Waiver from the subcontractor and provide to Purchaser within three business days of receipt of the payment. In the event the Supplier does not provide a Lien Waiver from an applicable subcontractor, to the extent payment has been received, the Supplier shall defend, indemnify and hold harmless Purchaser, for any and all expenses and costs, incurred due to the subcontractor filing a lien or claim against Purchaser.

2.19 Equipment Forecasts

Within sixty (60) days after the Effective Date of this Agreement, Purchaser shall supply to Supplier a written forecast of total anticipated Supplier Equipment needs by month. Any changes to the Equipment forecast should also be furnished to Supplier.

Supplier has the responsibility to ensure supply and availability of equipment matches the installation crew schedules. Purchaser is not responsible for payments or costs of installation crews that do not have required material. Supplier shall use commercially reasonable efforts to ensure availability of supply of equipment matches installation crew schedules.

2.20 Purchase Orders

Purchases shall be authorized by Purchaser’s issuance of a written Purchase Order (“Purchase Order”) to Supplier by electronic mail. Supplier may accept Purchaser’s Purchase Order by signing it, acknowledging it, using electronic mail, or by delivering the System Component that Purchaser ordered. Notwithstanding any other provision herein, Purchaser’s Purchase Order will be accepted solely for purposes of establishing the items and quantities ordered and the desired shipment dates and shipment method. Purchaser’s desired shipment

dates shall take into account Supplier's and Manufacture's current lead times at the time of the Purchase Order. Lead times will be provided to Purchaser by a Supplier representative. It is Supplier's responsibility to coordinate with the Manufacture, not the Purchaser. It is acknowledged by the Parties that all instruments and documents issued or delivered pursuant to this Agreement, including any and all Purchase Orders, Purchase Order acceptance, Purchase Order acknowledgements, invoices and other instruments ("Purchase Order Documents") shall incorporate by reference the terms and conditions of this Agreement, irrespective of whether any such Purchase Order Document expressly references this Agreement, and shall be subject to the terms and conditions contained in this Agreement. In the event of a conflict or inconsistency as between the terms and conditions of any and all Purchase Order Documents and this Agreement, this Agreement controls. Any terms and conditions contained in a Purchase Order Document now or hereafter delivered by a Party pursuant to this Agreement other than quantities, service description and other required details and shipping instructions, will not apply and each Party hereby waives and rejects all such terms and conditions.

2.20.1 Cancellation and Modifications

Purchaser may, without penalty, cancel or reduce a Purchase Order for Equipment on written notice to Supplier no later than sixteen (16) weeks prior to scheduled delivery of the order. If Purchaser cancels or modifies an Equipment order within sixteen (16) weeks prior to delivery, such Equipment order may be subject to cancellation charges. Notwithstanding the foregoing, Purchaser may not cancel, change or modify a special order or nonstock product without the written consent of Supplier and payment by Purchaser of all applicable cancellation or re-stocking fees.

2.21 Coverage and Performance Commitment

Supplier agrees to satisfy the Coverage Commitment as defined herein for the duration of the Coverage Commitment Term.

Regardless of the number of towers or Collectors described in the Pricing Schedule (Attachment B), Supplier must achieve the Coverage Commitment. In the event the Coverage Commitment is not met, the costs of additional Collectors will be the responsibility of Supplier.

Supplier certifies that the network as quoted and deployed under this Agreement will meet the following performance criteria:

- a. Meets the Coverage Commitment term and meets the requirements listed in the Coverage Commitment based on the Propagation Study criteria in Attachment C-1 and C-2.
- b. That no network element (collector, gateway, base station, other) is loaded to no more that 30 percent of its capacity for the system as quoted and deployed to meet all requirements in this Agreement,
- c. Network Association and Network Reconnection Time: Network association time represents the time it takes for a device to establish its initial registration. Once the stress is removed from the local area network, 95% of electric meters that were Available Endpoints prior to the event will reconnect within 120 minutes assuming the stress was less than 8 hours in duration.
- d. Read Success Rate. For Available Endpoints, customer will be able to achieve a minimum 98.5 percent daily read for each electric meter by 8 a.m. Over any three consecutive day billing window, electric read rate will be 100% and water read rate will be 98.5%. For a requested read of one (1) electric meter, a return read rate of equal to or less than 30 seconds and for a requested read of up to 100 meters, a return read rate of 99% within 30 seconds or less.
- e. Remote Connect/Disconnect. It is expected that the individual electric meters with remote connect/disconnect capability will action a remote disconnect request with no major system events (such as a major power outage) occur during this duration. Reconnect functionality will be the same. For Available Endpoints, any reconnect and disconnect the return time to complete either action will be within 30 seconds or less.

As stated in the FSAT after Supplier has completed any required network optimization and upon Supplier or its installation contractor completing installation of at least 95 percent of Available Meter Locations and in a condition to allow a new meter install (socket condition, etc.) Supplier shall configure the network to support the following interval recording and reporting configurations for Available Endpoints:

- a. 100 percent of single-phase meters reporting (6) channels of 15-minute interval data at least every 4 hours. This is addition to the daily report, disconnect and reconnect, alarms and events.
- b. 100 percent of all socket based polyphase meters reporting (12) channels of 15-minute interval data at least every 4 hours. This is addition to the daily report, and alarms and events.
- c. 100 percent of all transformer based polyphase meters reporting (6) channels of 15-minute interval data and (6) channels of 5-minute interval data at least every hour. This is addition to the daily report, and alarms and events.
- d. 100 percent of all water meter modules reporting 1-hour interval data at least once per day. This is addition to the daily report, and alarms and events.

As part of the FSAT, after 10 days of operation, at least 100 percent of all interval channels shall be obtained within the above interval recording and reporting cycles for 100% of the electric meters and 98.5% of the water meter endpoints, provided they are Available Endpoints and Network Equipment identified in the propagation study is installed and such installation is in the locations and heights identified therein. In addition, review and update the "Implementation Punch List" mutually developed and agreed upon during the implementation. Prepare a "Final Punch List" to be completed by Supplier.

Manufacturer warrants to Purchaser that the System meets the performance criteria set forth in this Agreement, including but not limited to Section 2.21. If the Purchaser System does not meet such test standards prior to acceptance of System by Purchaser (acceptance of FSAT including the above performance), Manufacturer shall take necessary steps to cause the System to satisfy the performance criteria. Such steps may include Manufacturer's delivery to the Purchaser (without charge to the Purchaser) the hardware for additional RF Field Equipment, provided that all RF Field Equipment shall be located and installed as directed by Manufacturer. Installation of this additional equipment is the responsibility of the Purchaser.

The above performance shall be maintained after acceptance of System by Purchaser provided the RF Field Equipment is operating and that the Purchaser:

- Maintains System per Manufacture’s specifications, and
- Maintains the ratio of Endpoints to Network Equipment (collectors) as Apex growth continues.

AFTER ACCEPTANCE OF THE SYSTEM BY PURCHASER, SUPPLIER AND MANUFACTURER ASSUME NO LIABILITY FOR COSTS OR EXPENSES ASSOCIATED WITH LOST REVENUE OR WITH THE REMOVAL OR INSTALLATION OF EQUIPMENT. THE FOREGOING REMEDIES ARE CUSTOMER’S SOLE AND EXCLUSIVE REMEDIES FOR THE PERFORMANCE OF THE SYSTEM.

2.21.1 Final Inspection

Upon Supplier notification of completion of item(s) mutually agreed upon in the “Final Punch List” the Purchaser will conduct the final inspection and verification of such completion. Supplier may request the Purchaser to conduct inspection on a line-by-item basis. Then, upon completion and passing of the above (test and final punch list), the Purchaser will release the 10 percent holdback outlined in Section 2.18 .

2.22 Major Endpoint Failure

Manufacturer will provide Purchaser with a catastrophic failure warranty according to the terms located in Attachment O.

2.23 Endpoint Failure upon Installation

For Endpoint failures and defects, including but not limited to, zero consumption and non-association discovered within 24 hours of installation of that Endpoint during Phase I and Phase II Deployment and during any warranty period, other than failures due to Purchaser-side problems not caused by and outside of the control of Supplier (such as meter tampering, a damaged Meter or Endpoint, inoperable meter base or other electric service components, or a damaged transformer), and except for a Force Majeure event, Supplier shall remedy or repair the failure or defect within fourteen (14) days after notice from Purchaser based on material availability from the Manufacturer as stated in [Section 2.15 \[Defective Work and System \(Warranty\)\]](#) and Supplier shall provide Purchaser replacement Endpoints as needed at no cost and pay for shipping. Defective product will proceed through the standard RMA process. Items found to be failed or defective will be replaced by installation contractor at no additional cost if found within 24 hours of initial installation. Purchaser is responsible for repair of inoperable meter bases and other electric service components.

2.24 Tests and Inspections

The Equipment furnished pursuant to the Specifications in Attachment A shall be in compliance with all of the standard commercial inspections and tests normally performed by Supplier and its Subcontractors or other suppliers in the industry. Supplier shall furnish Purchaser with such certified information and test certificates as are normally made available to customers of Supplier’s manufacturing divisions and subsidiaries and other manufacturers of equipment specified within. Purchaser or its agent has the right to witness all factory and/or site tests and inspections. Purchaser shall not be required to accept any Equipment until the Equipment has undergone and successfully met such tests and inspections.

2.25 Initial System Acceptance Test (ISAT)

The Supplier and Purchaser will complete an Initial System Acceptance Test (ISAT) to validate the completion of Phase I Initial Deployment of System by Supplier, in accordance with the Specifications identified in any and all Attachments to this Agreement, including Supplier’s Proposal dated August 2, 2022, specifically incorporated by reference, and the Functional Testing and System Acceptance Testing Criteria set forth in the attached Attachment D. ISAT shall be completed within 9 months of the completion of the execution of this Agreement unless the ISAT needs to be extended due to Supplier side material delays, delays in Purchaser interface development, or force majeure events. The ISAT schedule details will be developed in a project planning workshop.

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If all testing meets the pass criteria as set forth in Attachment D, the ISAT will be considered successful. Initial System Acceptance, as that term is used herein, shall occur on the date Purchaser indicates in writing its acceptance of satisfactory completion of the ISAT, which acceptance shall be provided within 10 days of the successful completion of the ISAT. Deployment of the System will proceed to Phase II following Initial System Acceptance MSU network software will be invoiced upon installation of software to Purchaser at initial set up.

In the event testing criteria cannot be met or a defined functionality requirement cannot be remedied as part of the testing, the Supplier shall notify the Purchaser in writing as soon as is practicable and suggest alternate remedies to resolve the problem without further costs to the Purchaser. In all such cases, the Purchaser, without stating any reasons, reserves the right to accept or reject any and all remedies proposed by the Supplier and treat this as a breach of contract.

For purposes of testing load control functionality, Supplier shall make load control software available at no cost to Purchaser for a minimum of six months following start of Phase I deployment.

2.26 Final System Acceptance Test (FSAT)

The Supplier and Purchaser will complete a Final System Acceptance Test (FSAT) to validate the completion of Phase II Full Deployment and the provision of the System by Supplier in accordance with the Specifications identified in any and all Attachments to this Agreement, including Supplier’s Proposal dated August 2, 2022, specifically incorporated by reference, and the Functional Testing and System Acceptance Testing Criteria set forth in the attached Attachment D. FSAT shall be completed within thirty (30) days of the completion of Phase II or 24 months from the start of Phase II Full Deployment, whichever is shorter, unless the FSAT needs to be extended due to Supplier side material delays or force majeure events.

Final System Acceptance, as that term is used herein, shall occur on the date Purchaser indicates in writing its acceptance of satisfactory completion of the FSAT, which acceptance shall be provided within 10 days of the successful completion of the FSAT.

In the event testing criteria cannot be met or a defined functionality requirement cannot be remedied as part of the testing, the Supplier shall notify the Purchaser in writing as soon as is practicable and suggest alternate remedies to resolve the problem without further costs to

the Purchaser. In all such cases, the Purchaser, without stating any reasons, reserves the right to accept or reject any and all remedies proposed by the Supplier and treat this as a breach of contract.

2.27 Applicable Laws and Courts

Supplier will comply with all applicable federal, state, and local statutes, laws, rules, codes, professional standards, industry best practices and guidelines, and regulations.

This Agreement will be governed by and construed and enforced in accordance with the laws of the State of North Carolina without regard to its conflicts of law principles. Venue of any legal proceedings arising from or concerning this Agreement shall be in the applicable Court in Wake County, State of North Carolina.

2.28 Licenses

Supplier shall provide to Purchaser all necessary licenses (i.e., software and others as may apply) for the System and the Work. These licenses shall be paid in full, shall be perpetual, and shall provide all rights described in this Agreement regardless of whether or not such rights are included in any license agreement form made part of this Agreement or applied otherwise.

2.28.1 FCC Licensed Frequency (when applicable)

- A. **Acquisition.** Supplier warrants that sufficient radio frequency licenses are available for lease to support the equipment and performance requirements under this Agreement. Supplier will assist Purchaser in obtaining required licenses, including any coordination with the FCC or other U.S government agency regarding radio transmission.
- B. **Interference.** Supplier agrees to promptly assist and support Purchaser in remedying any frequency interference causing undue system harm or data loss, including where Purchaser experiences harmful interference, receives a complaint or other notice of having caused harmful interference, or receives any type of communication from the FCC or U.S. or Canadian other government agency regarding radio transmission.

2.29 Insurance

As additional security for Purchaser and as separate obligation of Supplier not in conjunction with any other provisions of this Agreement, Supplier agrees to carry and maintain the during the term of this Agreement and all warranty periods occurrence-based liability insurance with coverages and limits of liability not less than those shown herein. Each of Supplier's subcontractors, if any, shall also provide and maintain during the term of their respective agreements the insurance coverages specified as follows, with limits of liability determined appropriate by Supplier. In the event work is performed by a subcontractor, Supplier shall be primarily responsible for any liability caused directly or indirectly out of the Services performed that is not otherwise covered by any subcontractor's insurance. All such insurance shall be primary with respect to any other insurance or self-insurance programs afforded to or maintained by or for the benefit of Purchaser and shall not require the exhaustion of any other coverage.

Supplier shall procure at its expense, and maintain, and shall require all of its subcontractors, if any, to procure and maintain in full force during the full term of this Agreement, insurance policies, from an insurer, or insurers, licensed to do business in the State of North Carolina where the work hereunder is to be performed. Each of such policies shall be in such form and issued by such insurer as shall be satisfactory to Purchaser; and the said policies shall provide insurance of the type and, at a minimum, in the amounts below indicated:

1. Workers' Compensation Insurance (including Occupational Disease Coverage) and Employer's Liability coverage, with limits as required by applicable law covering all of Supplier's employees, or any individual who may be deemed Supplier's employee, who perform any obligations relating to or under this Agreement. Workers' compensation insurance is required, and no "alternative" forms of insurance shall be permitted.
2. Employers Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$1,000,000 per - Page 39 - employee.
3. Commercial General Liability Insurance under an occurrence policy form with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, including Premises/Operations, Personal Injury Liability, Products/Completed Operations, Blanket Contractual Liability assumed in the Agreement, including Completed Operations Coverage (minimum 2 years past completion of the Work). The policy must be endorsed to provide that aggregates limits apply on a per project basis. Coverage shall also be included for any construction or work on or within 50 feet of a railroad.
4. Business Automobile Liability Insurance covering liability arising out of any auto (owned, hired and non-owned) with a combined single limit of at least \$1,000,000.
5. Umbrella Insurance (Excess Liability) with minimum limits of \$10,000,000 per occurrence.

Additional Insured: All policies except for Workers' Compensation/Employers Liability, shall name, by policy endorsement, Purchaser as an additional insured.

Waiver of Subrogation: Supplier hereby waives all rights of subrogation against Purchaser and its respective directors, officers, members, employees, agents and insurers, and all policies of insurance (except Professional Liability and Pollution Liability) provided for above shall contain a provision and/or endorsement stating that the insurance carriers and underwriters waive all rights of subrogation in favor of Purchaser and its respective directors, officers, members, employees, agents and insurers.

Primary & Non-Contributory: Purchaser and Supplier intend that the Supplier shall ensure that all policies purchased and/or maintained in accordance with this section will protect Purchaser and Supplier, and will be primary and non-contributory with any other coverage elsewhere afforded or available to Purchaser, as well as provide primary coverage for all losses and damages caused by the perils covered thereby related to or arising out of the Work, and shall not require the exhaustion of any other coverage.

Severability & Cross Liability: The policies shall also include standard severability provisions that state each insured is provided coverage as though a separate policy had been issued to each, except with respects to limits of insurance. The policies shall not contain a cross liability or a cross-suit exclusion that prevent Purchaser from asserting claims against the Supplier or any other Insured under the policies.

Proof of Insurance and Replacement: The insurance required hereunder shall be maintained in effect during the entire duration of this Agreement. A certified copy of each of the endorsements and or a certificate or certificates evidencing the existence thereof shall be delivered to Purchaser prior to the commencement of the Work. Replacement certificates of insurance evidencing continuation of such coverage shall be furnished to Purchaser prior to the expiration of the current policies. Each copy or certificate shall contain a valid provision or endorsement that the policy may not be canceled or terminated without giving thirty (30) days written advance notice thereof to Purchaser. Purchaser's receipt of or failure to object to any insurance certificates or policies submitted by Supplier or its subcontractors does not release or diminish in any manner the liability or obligations of Supplier or its subcontractors or constitute a waiver of any of the insurance requirements under this Agreement. Should Supplier or any subcontractor at any time neglect, refuse to provide or cancel the insurance required herein, such failure shall constitute a default under this Agreement, and Purchaser shall have the right to terminate this Agreement and/or pursue any remedy available at law.

2.30 Settlement Preferred

Purchaser and Supplier will attempt to settle any claim or controversy arising from this Agreement (except for a claim relating to intellectual property) through consultation and negotiation in good faith and a spirit of mutual cooperation. It is anticipated that the respective Project Managers will confer and attempt to settle a dispute when appropriate before escalating the dispute to appropriate higher-level managers of the Parties, if necessary. Unresolved disputes may either be litigated or, with the mutual consent of the Parties, mediated on such terms and conditions as the Parties may mutually agree.

2.31 Indemnification

1. Supplier shall indemnify, defend and hold harmless Purchaser, Purchaser's officers, directors, partners, employees, consultants, contractors, and agents from and against and in respect to any third party claims, actions, suits, proceedings, demands, assessments, judgments, costs, losses, damages, fines, penalties, fees, and any expense whatsoever and fees (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of personal injury, death, violation of any federal, state, or local law, rule, or regulation, unauthorized disclosure of Confidential Information, and any damage to tangible or intangible property, including the loss of use thereof, hereinafter referred to as "Liabilities" to the extent that such Liabilities were caused in whole or in part by the negligent acts, errors, or omissions of Supplier, its agents, employees, Subcontractors or others for whom Supplier is responsible, caused by the performance and furnishings of the Work or other services performed by any Supplier Party for or on behalf of Purchaser.
2. Purchaser agrees that it will give prompt written notice to Supplier of any Liabilities asserted against Supplier for which Purchaser believes Supplier is responsible for indemnification, in whole or in part. Upon receipt of such written notice, Supplier shall defend at its own expense, with counsel of its choosing, any suit, claim or action brought against any Purchaser Party based upon such Liabilities.
3. Supplier agrees that it maintains Insurance ("Insurance") for purposes of insuring against loss as a result of Liabilities caused in whole or in part Supplier; such insurance coverage is acknowledged to comply with the requirements as designated in [Section 2.29 \(Insurance\)](#). Supplier understands and agrees and further warrants and represents to Purchaser that, notwithstanding any other provision to the contrary herein contained, Supplier's Liability for any and all losses, whether to Purchaser or to third parties, resulting from any Liabilities caused in whole or in part by Supplier's negligence shall not be limited to the amount of any insurance proceeds payable to or on behalf of Supplier under such Insurance, and Supplier agrees to immediately indemnify and hold Purchaser harmless for any and all such Liability in excess of such insurance proceeds. Supplier shall furnish written proof of such insurance upon execution of this Agreement, and at least annually to Purchaser with Purchaser as additional named insured.

2.32 Transportation and Risk of Loss

1. Supplier shall be responsible for the proper packaging of equipment, materials, items and components of the System and Work provided or purchased hereunder and shall exercise every precaution to adequately protect all shipments against damage in transit. The method of transportation and routing shall be at the option of Supplier for delivery to the Suppliers provided warehouse. Shipping will be F.O.B. Purchaser's designated destination, freight prepaid by Supplier. Supplier shall be responsible for collecting for any damage or loss while the equipment, items, components or materials it ships are in transit, prior to the in - Page 40 - Supplier installed equipment, receipt of the equipment or materials at Purchaser's designated destination, and while any such equipment, items, components or materials are in control of any Supplier Party.
2. Supplier is responsible for all damage or loss of equipment will equipment is in Supplier warehouse or under Suppliers control.
3. All material and workmanship shall be subject to inspection and testing at reasonable times and places by Purchaser before, during, and after performance and delivery at Purchaser expense. If any loss of or damage to the Work or System or component thereof occurs prior to delivery to Purchaser, Supplier will follow manufacturer's standard terms & conditions for product repair or replacement as necessary to place the Work and System in the condition required by this Agreement.
4. Purchaser's failure to inspect or test does not relieve Supplier of any responsibility to perform according to the terms of this Agreement. Acceptance of the System and Work comprised of goods by Purchaser shall not constitute acceptance as to latent or hidden defects not subject to discovery upon reasonable inspection or testing.
5. Supplier shall notify Purchaser in writing when any material, equipment, item or component is ready for shipment. One (1) copy of the notice of shipment covering all items shipped shall be issued by Supplier and forwarded to Purchaser's office. In addition to the preceding, a complete packing list of every individual item in each box, crate, or other shipping enclosure shall be sent to Purchaser with a duplicate enclosed with each box, crate or other shipping container.

2.33 Confidential and Proprietary Information

The following language shall supersede any prior Non-Disclosure Agreement (a.k.a., "Confidentiality Agreement") entered into by the Parties relating to this MSU System and/or Work upon the execution of this Agreement:

In the course of performing the Work covered by this Agreement, both Parties may disclose certain confidential and proprietary information to the other. Confidential or proprietary information must be of such a nature that it would reasonably be concluded to be of a confidential nature or be clearly marked as confidential or proprietary and may include but is not limited to all data, materials, products, technology, computer programs, designs, drawings, specifications, manuals, business plans and information, marketing plans, financial information,

and customer information (including names, addresses, email addresses, telephone numbers, and personal financial information) (“Confidential Information”). Both Parties agree to maintain the confidential and proprietary nature of this information, along with any information developed under this Agreement, and shall disclose it only to its officers, directors, agents, suppliers, consultants, or employees with a specific need to know in the performance of this Agreement. To the extent permitted by North Carolina law, neither Party shall publish, distribute or disclose the existence or subject matter of Confidential Information to any third party without prior written consent of the Party providing Confidential Information. Confidential Information shall not include material which: (i) at the time of disclosure is in the public domain or which, after disclosure, becomes part of the public domain by publication or otherwise; or (ii) is information which Purchaser can show was in its possession at the time of disclosure and was not acquired directly or indirectly from Supplier; or (iii) is information received by Purchaser from a third entity having legal right to transmit the same.

Each Party may disclose the other Party’s Confidential Information if and to the extent that such disclosure is required by applicable law or legal process, provided that the receiving Party shall, prior to making such a disclosure, use commercially reasonable efforts to notify the disclosing Party of such requirements (as allowed by law) to afford the disclosing Party the opportunity to seek, at the disclosing Party’s sole cost and expense, a protective order or other remedy.

Upon request, either Party shall return to the other Party any Confidential Information given to it by the other Party, except that information provided by Supplier to Purchaser for the operation and use of the Work or provisioning the System made part of this Agreement, shall remain with Purchaser as long as Purchaser continues to have the associated software licenses. The Party returning Confidential Information shall destroy or provide to the other Party any documents or other media it created that contains Confidential Information. The Party returning Confidential Information shall certify in writing that such documents or other media it created are destroyed if such is requested.

To the extent permitted by North Carolina law, disclosure of Confidential Information beyond what is outlined above shall be approved in writing by the other Party in advance of such disclosure.

2.34 Safety and Compliance with Codes and Other Laws

Supplier shall at all times be solely responsible for complying with all applicable federal, state, and local laws, ordinances, regulations, and codes in connection with the Work, including those relating to the safety of all persons and property. This shall include obtaining all licenses and permits required for the Work. Supplier understands that the obligations of the Parties hereunder are subject to the applicable regulations and orders of governmental agencies having jurisdiction in the matters.

Should at any point Supplier find any unsafe or hazardous areas or conditions, Supplier will immediately report the said condition to Purchaser.

No obligations shall be imposed upon Purchaser, Purchaser's officers, directors, partners, employees, consultants, and agents to review or supervise Supplier’s compliance with any safety measures, laws, ordinances, regulations, or codes. Supplier is solely responsible for its acts, errors, and omissions and the acts, errors, and omissions of any Subcontractor, of any Supplier or of any other individual or entity performing any of the Work.

2.35 Site, Supervision, and Safety

The Site (all equipment staging areas and field work locations) will be furnished to Supplier by Purchaser in its presently existing condition, and Supplier shall leave the Site in the same condition as it was received, except as otherwise provided herein.

Supplier shall be responsible for furnishing proper protection for the health and life of personnel, for the public, for the Work and all materials, machinery, equipment, tools, and supplies used in the performance thereof, and for the property of others.

Supplier shall make sure Supplier Parties and any other individual or entity performing any of the Work are informed of dangers associated with the electric distribution systems, line facilities, and communications facilities and know how to exercise proper precautions and follow appropriate safety procedures. Supplier shall provide regular and appropriate safety briefings for its personnel and others involved in the Work.

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Supplier shall cause any construction work under this Agreement to receive constant supervision by a competent superintendent (hereinafter called the “Superintendent”) who shall be present at all times during working hours where construction is being carried on. Supplier shall also employ, in connection such construction work, capable, experienced and reliable forepersons and such skilled workers as may be required for the various classes of work to be performed. Directions and instructions given to the Superintendent shall be binding upon those doing the Work.

Supplier shall at all times take all reasonable precautions for the safety of employees on the work and of the public, and shall comply with all applicable provisions of federal, state, and municipal safety laws and building and construction codes, as well as the safety rules and regulations of Purchaser. All machinery and equipment and other physical hazards shall be guarded in accordance with the most current version of “Manual of Accident Prevention in Construction” of the Associated General Suppliers of America unless such instructions are incompatible with federal, state, or municipal laws or regulations.

The following provisions shall not limit the generality of the above requirements:

1. Supplier shall at no time and under no circumstances cause or permit any employee of Supplier to perform any work upon energized lines, or upon poles carrying energized lines, unless otherwise specified or agreed to in writing.
2. Supplier shall conduct the Work so as to cause the least possible obstruction of public highways.
3. Supplier shall provide and maintain all such guard lights and other protection for the public as may be required by applicable statutes, ordinances and regulations or by local conditions.

2.36 Time

Time is of the utmost importance and shall remain a material element of this Agreement, and no acts of Purchaser, including without limitation, modifications of this Agreement or acceptance of late deliveries, shall constitute waiver of this provision. Purchaser also reserves the right to refuse or return at Supplier’s risk and expense shipments made in advance of required schedules, or to defer payment on advance deliveries until scheduled delivery dates. Supplier shall notify Purchaser in writing immediately of any actual or potential delay to the

performance of this Agreement and such notice shall include a revised schedule and shall not constitute a waiver to Purchaser's rights and remedies hereunder.

2.37 No Implied Waiver

Either Party's failure to insist upon strict performance by the other Party of any of the terms of this Agreement shall not be construed as a waiver of terms of this Agreement. No waiver shall be deemed a continuing waiver or waiver in respect of any subsequent breach or default, either of a similar or dissimilar nature, unless expressly so stated in writing by a duly authorized representative of the waiving Party.

2.38 Right to Cure

If default shall be made by the Supplier or any Supplier Party in the performance of any of the terms of this Agreement, Purchaser, without in any manner limiting its legal and equitable remedies in the circumstances may provide to Supplier a written notice requiring Supplier to cause such default to be corrected forthwith. Unless within ten (10) days after the provision of such notice to Supplier such default shall be corrected or arrangements for the correction thereof satisfactory to Purchaser shall be made by the Supplier, Purchaser shall be entitled to any right or remedy available herein or existing at law or in equity including termination of this Agreement.

2.39 Termination

Purchaser may terminate this Agreement with or without cause, in whole or in part, at any time by written notice to Supplier. In such an event, Purchaser shall pay Supplier for any outstanding undisputed invoices and for all actual labor and material costs incurred prior to such termination notice in accordance with Attachment B less salvage value, unless termination is for cause such as non-performance or default by Supplier.

Upon receipt of a notice of termination of some or all of the System, Supplier shall discontinue the provisioning of the System and make every effort to cancel all subcontracts, orders and other agreements, or portions thereof that involve the terminated System. If Purchaser specifically requests, Supplier shall attempt to transfer subcontracts to Purchaser. Purchaser shall not be liable for any damage to any subcontractor in case of termination.

Supplier will also make every effort to preserve the terminated portion of the System regardless of location, assist with inventory of the terminated System, identify outstanding orders and subcontracts, and as requested by Purchaser, transfer the System and title to the System to Purchaser. Purchaser may decline title to any portion of the System.

Supplier shall not be entitled to damages resulting from termination of any Work or provisioning of the System, including loss of anticipated revenue or costs such as idle personnel or equipment.

If the Supplier defaults in the performance of the Work, the Purchaser may at its option, finish the Work by any method possible, including contracting with another supplier.

2.40 Extension to Successors and Assigns

Each and all of the covenants, obligations and agreements contained in this Agreement shall extend to and be binding upon the successors and assigns of the parties hereto.

2.41 Intellectual Property Infringement

Manufacturer shall defend, indemnify and hold harmless Purchaser and its employees, contractors, officers and directors from and against all actions, proceedings, demands, claims, liabilities, losses, damages, costs, documented expenses (including without limitation actual and reasonable legal fees), judgment by a court of competent jurisdiction, or settlement reached from any litigation instituted against Purchaser, by a third-party which alleges that the System or Services provided hereunder, or any portion thereof, infringe the patents, trade secrets, trademarks, or copyrights of such third-party, provided that Manufacturer shall have the right to select counsel in such proceedings and control such proceedings provided Manufacturer promptly accepts responsibility for indemnification hereunder. Notwithstanding the foregoing, Manufacturer shall have no liability under this indemnity unless Purchaser cooperates with and assists Manufacturer in any such proceedings and gives Manufacturer written notice of any claim hereunder within twenty (20) business days of receiving it. Further, Manufacturer shall have no liability hereunder if such claim is related to; (i) any change, modification or alteration made to the System by Purchaser or a third party at Purchaser's direction and without Manufacturer's prior consent, (ii) use of the System in combination with any goods or services not provided by Manufacturer or Supplier or Supplier's subcontractor hereunder and without Manufacturer's prior consent; (iii) Purchaser's failure to use the most recent version of the Software or to otherwise take any reasonable corrective action as reasonably directed by Manufacturer, provided that Purchaser has the right to utilize such most recent Software version; (iv) compliance by Manufacturer with any non-standard designs, specifications or instructions provided by Purchaser and without Manufacturer's prior consent, or (v), any use of the System other than for the Permitted Use without Manufacturer's prior consent. In the event the System is adjudicated to infringe a patent or copyright of a third party and its use is enjoined, or, if in the reasonable opinion of Manufacturer, the System is likely to become the subject of an infringement claim, Manufacturer shall, at its sole discretion and expense, either ; (i) procure for Purchaser the right to continue using the System or, (ii) modify or replace the System so that it becomes non-infringing, provided such replaced or modified version of the System does not detract from the functionality agreed upon by the parties in this Agreement or (iii) remove the System and provide a refund to the Purchaser for sums paid for the System. THIS SECTION STATES PURCHASER'S SOLE AND EXCLUSIVE REMEDY AND MANUFACTURER'S ENTIRE LIABILITY FOR ANY CLAIM OF IP INFRINGEMENT.

2.42 Legal Notices

Any legal notice required or permitted by this Agreement or given in connection with it shall be in writing and shall be given to the appropriate Party by personal delivery, certified mail, or other recognized delivery service that confirms delivery. All notices required, permitted, or desired to be given hereunder shall be deemed duly given and effective (i) when received after being delivered by hand or (ii) five (5) days after being deposited with the United States Postal Service, properly addressed, sent by registered or certified mail, return

receipt requested, postage prepaid. Any Party may change its address for the purpose of this Paragraph by giving written notice of such change to the other Parties in the manner provided in this Paragraph.

Legal notices to Purchaser shall be sent to:

Apex Town Manager
Apex Town Hall
73 Hunter Street
P.O. Box 250
Apex, NC 27502

With a copy to:
Apex Town Attorney
Apex Town Hall
73 Hunter Street
P.O. Box 250
Apex, NC 27502

Legal notices to Supplier shall be sent to:

Contact Name: Robby Atkins
Supplier Name: Ferguson Enterprises, LLC 1044 Taylors Creek Dr. Greenville, NC 27835

Legal notices to MSU System Manufacturer shall be sent to:

Supplier Name: Sensus USA Inc
Sensus 637 Davis Dr. Morrisville, NC 27560

2.43 No Construction Against Drafter

This Agreement has been negotiated and prepared by Purchaser and Supplier and the Parties' respective attorneys and, should any provision of this Agreement require judicial interpretation, the court interpreting or construing such provision shall not apply the rule of construction that a document is to be construed more strictly against one Party.

2.44 Force Majeure

Neither Purchaser nor Supplier shall be considered in default in the performance of its obligations under this Agreement to the extent that the performance of its obligations is prevented or delayed by any cause beyond the Party's control, including without limitation: acts or omissions of governmental authorities; acts of public enemy; wars; blockades; riots; civil disturbances; unavailability of supplier components or parts, floods; hurricanes; tornadoes; pandemics; epidemics; and any other similar events, acts, or conditions (individually and collectively referred to as "Force Majeure"). "Unavailability of supplier components or parts" means that Supplier and Manufacturer are unable to provide the same or similar components or parts to another customer and such unavailability is not limited to the Purchaser's needs under this Agreement. Further, if Supplier or Manufacturer claims Force Majeure due to the unavailability of component parts for the goods provided under this Agreement, Supplier and Manufacturer will additionally communicate to the Purchaser the following: (i) the cause of the unavailability of component parts, and (ii) the efforts taken by Manufacturer to identify alternative suppliers. As components or parts become available, Supplier and Manufacturer shall use commercially reasonable efforts to complete delivery of the goods on a schedule agreeable to the Parties in writing.

In the event that Supplier considers Supplier's performance is prevented or delayed by a cause beyond its control, Supplier shall inform Purchaser in writing within five (5) days after Supplier knows or by reasonable diligence should know of - Page 43 - causing or likely to impact Supplier's performance. If an event of Force Majeure continues for a period of 90 or more days, Purchaser shall have the right to terminate this Agreement for convenience in accordance with Article 2.39 herein.

2.45 Conflict

Except as the Parties may otherwise explicitly agree, pursuant to the terms of this Agreement pertaining to any changes to the Work or amendments to this Agreement, the following rules of conflict shall apply:

1. In the event of a conflict or inconsistency between this Agreement and the terms or conditions of any attachments to this Agreement, the priority of the documents is as listed in Section 2.2.
2. In the event of a conflict or inconsistency between this Agreement and any Purchase Order Documents, the priority is as listed in Section 2.20.

In the event of an ambiguity in the specifications, drawings, or other requirements of this Agreement, Supplier must, before proceeding, consult Purchaser whose written interpretation shall be final.

2.46 Severability

Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Purchaser and Supplier who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision, provided that such stricken clause is not material to the performance of this Agreement and neither Party is aggrieved by the omission of such clause or the reformation of this Agreement.

2.47 Amendment

Notwithstanding the requirements for change-orders described above, this Agreement may not be changed, amended, modified or released or discharged, in whole or in part, except by an instrument in writing referred to as an amendment to this Agreement signed by authorized representatives of both Parties hereto.

2.48 Section Titles

The section and subsection names in this Agreement are only provided for convenience. In no way do the section and subsection names restrict the applicability of the requirements to the topic area given in the section or subsection name. For example, it is possible requirements under a section labeled “hardware” could actually include software requirements unrelated to the section or subsection title. Furthermore, it is possible that requirements listed under a particular section or subsection name are not all the requirements for that topic within this Agreement, as requirements on that topic may be listed in other sections, subsections or Attachments.

2.49 E-Verify

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

2.50 Anti-Human Trafficking

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

2.51 Non-Appropriation

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

2.52 Nondiscrimination.

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

2.53 Survival

The rights and obligations of the Parties under this Agreement that would by their nature survive the expiration or termination of this Agreement, including but not limited to those pertaining to further assurances, confidentiality, applicable laws and courts, safety and compliance with codes and other laws, warranty, indemnification, insurance, limitations of liability, and severability shall survive the expiration or termination of this Agreement.

2.54 Limitation of Liability

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Only in the manner and to the extent permitted under North Carolina law and without waiver of Purchaser’s governmental immunity, the aggregate liability for Supplier and Manufacturer in any and all causes of action arising under, out of or in relation to this Agreement, its negotiation, performance, breach or termination (collectively “Causes of Action”) shall not exceed the greater of; (a) the total amount paid by Purchaser under this Agreement; or (b) ten thousand US dollars (USD 10,000.00). This is so whether the causes of action are in tort, including, without limitation, negligence or strict liability, in contract, under statute or otherwise. As separate and independent limitations on liability, each party’s liability shall be limited to direct damages. Further, Supplier and Manufacturer shall not be liable for; (i) any indirect, incidental, special or consequential damages; nor (ii) any revenue or profits lost by Purchaser or its affiliates from any end user(s), irrespective whether such lost revenue or profits is categorized as direct damages or otherwise; nor (iii) any In/Out Costs; nor (v) damages arising from maincase or bottom plate breakage caused by freezing temperatures, water hammer conditions, or excessive water pressure.

In witness whereof, the Parties have, by their duly authorized representatives, executed this Agreement on the date(s) indicated below.

Town of Apex (Apex)

By: _____

Print Name: _____

Title: _____

Date: _____

Ferguson Enterprises, LLC

Sensus USA Inc.

By:

By:

Print Name:

Print Name:

Title:

Title:

Date:

Date:

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

Antwan Morrison, Finance Director

Attachments

It is hereby mutually agreed by the Parties that the following list documents are to be included as part of this Agreement and herein incorporated by reference for all purposes:

- Attachment A MSU, MDMS, and Meter Exchange Requirements (Confidential)
- Attachment B Pricing Schedule and Bill of Materials (Confidential)
- Attachment C-1 Propagation Study (confidential)
- Attachment C-2 Propagation Study Base Station Locations (confidential)
- Attachment D-1 MSU Initial System Acceptance Test (ISAT)
- Attachment D-2 reserved
- Attachment D-3 reserved
- Attachment D-4 reserved
- Attachment E MSU Final System Acceptance Test (FSAT)
- Attachment F-1 Apex Data Flow and Interfaces (confidential)
- Attachment F-2 Apex Interface Summary and System of Truth (confidential)
- Attachment F-3 Multispeak Integration (confidential)
- Attachment G Responsibility Summary
- Attachment H reserved
- Attachment I reserved
- Attachment J reserved
- Attachment K reserved
- Attachment L Statement of Work Electric Meter and Water MSU Node Exchange (confidential)
- Attachment M Statement of Work MSU (confidential)
- Attachment N Manufacturer Warranties
- Attachment O Catastrophic Warranty (confidential)
- Attachment P reserved
- Attachment Q reserved
- Attachment R reserved
- Attachment S Spectrum License and Software as a Service (SaaS) Agreement (confidential)
- Attachment T reserved

Meter System Upgrade Master Agreement

Town of Apex
and
Ferguson Waterworks & Sensus

Non-Confidential Attachments



Attachment D-1: Meter System Upgrade Initial System Acceptance Test

Test Procedure

Test	Activity	Overview	Procedure
1)	Test meter endpoints in the field.	Using a field handheld tool or device, verify communications with 5 polyphase electric, and 5 residential meters.	Connect to the meter with the field device. Verify a reading of kwh and demand can be retrieved. Verify diagnostic information from the MSU network can also be retrieved.
2)	Test module endpoints in the field.	Using a field handheld tool or device, verify communications with 5 commercial, and 5 residential water meters.	Connect to the module with the field device. Verify a reading of gallons can be retrieved. Verify diagnostic information from the MSU network can also be retrieved.
3)	Test load management endpoints in the field.	Using a field handheld tool or device, verify communications with 5 load management switches.	Connect to the switch with the field device. Verify a kW reading can be retrieved from each relay. Verify diagnostic information from the MSU network can also be retrieved.
4)	Test meter demand reset from MSU software.	Verify peak demand can be reset from the software system and the peak demand is read and stored.	Reset the current demand from the office. Confirm the current demand reading is set to zero and the current demand reading has been moved to the 'peak' or 'frozen' register in the meter.
5)	Test meters with electric endpoints capable of remote disconnect through the MSU software.	Using the MSU software, verify with 5 residential meters a disconnect and reconnect can be performed.	Send the meter the command to open the disconnect. Confirm and verify the disconnect action has completed through confirmation messages. Once verified, send a reconnect message. Confirm the meter has reconnected service.
6)	LM switches controlled through the MSU software or via the DRMS or MDMS.	Through the MSU software and network, verify with 5 load management devices the load was disconnected and then restored.	Send the load curtailment comment through the MSU system to the endpoint. If an MDMS or DRMS is in place the command should originate from one of these systems. Confirm and verify the load curtailment was successful through reading the load management device (2-way communications). Confirm the load has also been restored.
7)	Test meters with electric endpoints capable of remote disconnect through the field tool.	Using a field handheld tool or device, verify with 5 residential meters a disconnect can be performed.	Connect to the meter with the field device and/or optical port. Confirm a successful disconnect and reconnect can be performed onsite.
8)	LM switches controlled through the MSU field tool.	Using a field handheld tool or device, verify with 5 load management devices can be curtailed and restored in the field.	Connect to the device with the field device. Confirm a successful curtailment and restore can be performed onsite.

Test	Activity	Overview	Procedure
9)	Test meter/module configurability for polyphase electric meters.	Verify meter parameters (recording and reporting intervals) can be changed 'over-the-air' from the MSU software system. Must be able to configure and re-configure items such as; Sag/Swell alarms, TOU programs, or meter collecting/reporting intervals.	Using 5 – 10 installed Polyphase meters on the system. Alter the reporting and recording intervals and confirm the change. Setup status, events, and alarms. Confirm these status and event changes. All changes and updates must be done from the office through the software system.
10)	Test meter/module configurability for single phase electric meters.	Verify meter parameters (recording and reporting intervals) can be changed 'over-the-air' from the MSU software system. Must be able to configure and re-configure items such as: meter collecting/reporting intervals.	Using 5 – 10 installed residential meters on the system. Alter the reporting and recording intervals and confirm the change. Setup status, events, and alarms. Confirm these status and event changes. All changes and updates must be done from the office through the software system.
11)	Test meter/module configurability for water meters.	Verify module parameters (recording and reporting intervals) can be changed 'over-the-air' from the MSU software system. Must be able to configure and re-configure items such as: module collecting/reporting intervals.	Using 5 – 10 installed water or wastewater modules on the system. Alter the reporting and recording intervals and confirm the change. Setup status, events, and alarms. Confirm these status and event changes. All changes and updates must be done from the office through the software system.
12)	Test meter/module configurability for load management switches.	Verify load management device parameters (recording and reporting intervals) can be changed 'over-the-air' from the MSU software system. Must be able to configure and re-configure items such as: relay collecting/reporting intervals.	Using 5 – 10 installed load management devices on the system. Alter the reporting and recording intervals and confirm the change per relay. Setup status, events, and alarms. Confirm these status and event changes. All changes and updates must be done from the office through the software system.
13)	Test meter/module alarms and events for electric meters.	Verify any alarms and events can be sent to the MSU software system and then notifies users when a meter (up to 5 meters) has reported in an alarm/event.	Such as: Remove a meter from the socket and re-install upside down. This should prompt a reverse flow alarm. Confirm the meter continues to accumulate kwh into the meter's forward register. The meter should not be setup for net-metering or reverse flow otherwise the meter will not send in the alarm. Or other similar tests.
14)	Test meter/module alarms and events for water modules.	Verify any alarms and events can be sent to the MSU software system and then notifies users when a module (up to 5 locations) has reported in an alarm/event.	Such as: Remove a module connector from the meter. This should prompt an alarm. Confirm, once the module is reconnected, it sends an update alarm, the newest reading, and the missed past readings (backfilling). Or other similar tests.

Test	Activity	Overview	Procedure
15)	Test meter/module alarms and events for load management switches.	Verify any alarms and events can be sent to the MSU (and onto the MDMS or DRMS) software system and then notifies users when a module (up to 5 locations) has reported in an alarm/event.	Such as: Remove the load from the relay. This should prompt an alarm for no load present. Confirm, once the load is reconnected, it sends an update alarm to clear. Or other similar tests.
16)	Test Communications to Data Collectors from the office.	Verify all MSU network equipment is accessible through the MSU software system. Verify communications and all other available data is being received.	Using the MSU software head end, verify communications to the MSU network equipment (collection points and repeaters) are up. Verify network health, communication statistics, system specs, and all other available information is being collected.
17)	Confirm the MSU system is reading multiple channels from all electric meters.	Verify the MSU system is collecting multiple interval channels and are being collected for each type of electric meter in service.	Through a schedule reading and an ad-hoc read using the MSU software system, verify the system is collecting and displaying correct data from multiple channels. Using the MSU software, visually confirm the data and run a report containing the same information. Confirm the data is collected. Verify the data is correct by downloading the data physically at the meter.
18)	Verify the MSU system is setup to bring back the correct requested data fields for C&I meters.	Verify for 5 polyphase electric meters the correct register data is being recorded and reported.	Through a schedule reading and an ad-hoc read using the MSU software system, at the same time an employee performs a manual reading at the meter through the optical data port. Verify the readings match for multiple channels.
19)	Verify the MSU system is setup to bring back the correct requested data fields for residential electric meters.	Verify for 5 residential electric meters the correct register data is being recorded and reported.	Through a schedule reading and an ad-hoc read using the MSU software system, at the same time an employee performs a manual reading at the meter through the optical data port. Verify the readings match for multiple channels.
20)	Verify the MSU system is setup to bring back the correct requested data fields for water modules.	Verify for 5 water or wastewater modules the correct register data is being recorded and reported.	Through a schedule reading and an ad-hoc read using the MSU software system, at the same time an employee performs a manual reading at the meter physically at the meter dial. Verify the readings match.
21)	Verify the MSU system can perform ad-hoc or on-demand electric meter reads.	Perform an on-demand read using the MSU software.	Initiate an on-demand or ad-hoc reading from the MSU software system. Verify the MSU system collects the data and displays it for the user.
22)	Verify the MSU system can perform ad-hoc or on-demand water meter reads.	Perform an on-demand read using the MSU software.	Initiate an on-demand or ad-hoc reading from the MSU software system. Verify the MSU system collects the data and displays it for the user.
23)	Verify the MSU system can perform ad-hoc or on-demand load management reads.	Perform an on-demand read using the MSU software.	Initiate an on-demand or ad-hoc reading from the MSU software system. Verify the MSU system collects the data and displays it for the user.

Test	Activity	Overview	Procedure
24)	Verify the MSU system is providing a back fill of missing/missed readings.	Verify data gap filling is being performed by the MSU software/Collection points.	Disconnect a collection point for 12 - 24 hours (making sure all backup power is also removed). Energize the collection point and verify the missing data readings have been collected. Verify using MSU software reporting tools.
25)	The system is collecting 100% of electric and 98.5% of water of billing data in a three-day period on all installed and network joined meters.	Confirm the MSU system is collecting a usable daily register billing read for 100% of all available electric meters and 98.5% of water joined in the network over a 3-day period.	Generate an MSU software reading data collection statistics report and confirm through a billing file export that 100% of all electric meters and 98.5% of water meters have a billing register reading within the last 3 days.
26)	Read Data exports are successful to the CIS.	Verify all data collected and required to be exported from the MSU software to the existing CIS is correct and fully executing.	Confirm a flat file interface between the MSU software system and CIS is successful. Also confirm the Multispeak interface (as applicable) is exporting data from the MSU into the CIS. Test both interfaces.
27)	Read Data exports are successful to the MDMS (if applicable).	Verify all data collected and required to be exported from the MSU software to the existing MDMS is correct and fully executing.	Confirm the integration interface between the MSU software system and MDMS is successful. This test may involve multiple types of integration and data files.
28)	Read Data exports are successful to the DRMS (if applicable).	Verify all data collected and required to be exported from the MSU software to the existing DRMS is correct and fully executing.	Confirm the integration interface between the MSU software system and DRMS is successful. This test may involve multiple types of integration and data files.

Test	Activity	Overview	Procedure
29)	Confirm the MSU system network is capable of 'self-healing'.	Confirm all end points change and report all data when the primary path/Base Station is no longer working.	For this, multiple collection points in the same general area must be installed and communicating. Through the MSU software, confirm all the end points registered to "Base Station 1". Remove "Base Station 1" from power (and backup power) for 24 – 48 hours, note the time and date "Base Station 1" was removed from service. Verify all end points have successfully found a new primary path back to a different Base Station and all data from the meters are being collected normally. Energize "Base Station 1". Note which meters change their primary path again.
30)	Electric outage detection and restore messages	Remove a random sample of meters (up to 5) or remove the power source to a meter to simulate an outage. Verify the outage message and the restore message is received at the MSU software system.	Remove power or meters completely from service (do not remove the meter from the vicinity). Give the meter 5 minutes to ensure the meter has registered the outage. During this time, the meter should send in the outage message, verify after 5 mins the message has been sent. Restore power to the meter and verify the restore and outage message has been received at the MSU software system. Run an outage report for the all the meters. Verify a date and timestamp are given with the outage and restore message. Verify these timestamps are correct.
31)	Collector outage back up power failover	Remove a Base Station from its primary power source and allow to failover to the ups battery. Do not remove communications. Verify the collection point continues to collect data and send in a power loss/battery alarm message.	Remove a collection point from its primary power source for at least 4 hours and is now running on a battery backup or a UPS. Verify in the MSU software a power alarm/event or battery alarm/event is sent, and that data is still being collected. Re-energize the collection point.
32)	Setup specific login groups (member service, admin, etc.) and verify login permissions on set correctly.	Confirm all setup groups and users in those groups have the correct log in permissions for their roles. Verify new users and groups can be created and assigned.	Create user logins and groups. Verify each group has their own specific roles. Verify there are no generic users or shared logins.
33)	Verify meters on the system can collect 15 min data intervals and report in data.	Verify all meters in phase I electric meters can collect 15 min data intervals for kWh, voltage profile, and demand profile. Data must be reported at a minimum, every 4 hours.	Run the meters on the system at 15 min intervals for 7 full days. Confirm the data is being collected and reported by 99.5% of all meters. Confirm the billing readings remain at 100% in a rolling 3-day period. Return the meter configurations back to their default settings (if needed). Confirm the changes have taken place. Confirm the meters are reporting in default data intervals at 99.5% success and billing readings remain at 100% in a rolling 3-day period.

Test	Activity	Overview	Procedure
34)	Verify water meters on the system can collect 60 min data intervals and report in data.	Verify all water modules in phase I can collect 60 min data intervals in gallons. Data must be reported at a minimum, every 24 hours.	<p>Run the modules on the system at 60 min intervals for 7 full days. Confirm the data is being collected and reported by 98.5% of all modules. Confirm the billing readings remain at 98.5% in a rolling 3-day period.</p> <p>Return the meter configurations back to their default settings (if needed). Confirm the changes have taken place. Confirm the meters are reporting in default data intervals at 98.5% success and billing readings remain at 98.5% in a rolling 3-day period.</p>

Test Results

Test	Activity	Pass	Fail	Date	Individual(s) Initials
1)	Test meter endpoints in the field.				
2)	Test module endpoints in the field.				
3)	Test load management endpoints in the field.				
4)	Test meter demand reset from MSU software.				
5)	Test meters with electric endpoints capable of remote disconnect through the MSU software.				
6)	LM switches controlled through the MSU software or via the DRMS or MDMS.				
7)	Test meters with electric endpoints capable of remote disconnect through the field tool.				
8)	LM switches controlled through the MSU field tool.				
9)	Test meter/module configurability for polyphase electric meters.				
10)	Test meter/module configurability for single phase electric meters.				
11)	Test meter/module configurability for water meters.				
12)	Test meter/module configurability for load management switches.				
13)	Test meter/module alarms and events for electric meters.				
14)	Test meter/module alarms and events for water modules.				
15)	Test meter/module alarms and events for load management switches.				
16)	Test Communications to Data Collectors from the office.				
17)	Confirm the MSU system is reading multiple channels from all electric meters.				
18)	Verify the MSU system is setup to bring back the correct requested data fields for C&I meters.				
19)	Verify the MSU system is setup to bring back the correct requested data fields for residential electric meters.				
20)	Verify the MSU system is setup to bring back the correct requested data fields for water modules.				
21)	Verify the MSU system can perform ad-hoc or on-demand electric meter reads.				

Test	Activity	Pass	Fail	Date	Individual(s) Initials
22)	Verify the MSU system can perform ad-hoc or on-demand water meter reads.				
23)	Verify the MSU system can perform ad-hoc or on-demand load management reads.				
24)	Verify the MSU system is providing a back fill of missing/missed readings.				
25)	The system is collecting 100% of electric and 98.5% of water of billing data in a three-day period on all installed and network joined meters.				
26)	Read Data exports are successful to the CIS.				
27)	Read Data exports are successful to the MDMS.				
28)	Read Data exports are successful to the DRMS.				
29)	Confirm the MSU system network is capable of 'self-healing'.				
30)	Electric outage detection and restore messages				
31)	Electric outage back up power failover				
32)	Setup specific login groups (member service, admin, etc.) and verify login permissions on set correctly.				
33)	Verify all meters on the system can collect 15 min data intervals and report in data.				
34)	Verify water meters on the system can collect 60 min data intervals and report in data.				

Attachment E: Meter System Upgrade (MSU) Final System Acceptance Test

Test Procedure

Test	Activity	Overview	Procedure
1)	Test meter endpoints in the field.	Using a field handheld tool or device, verify communications with 50 polyphase electric, and 50 residential meters.	Connect to the meter with the field device. Verify a reading of kwh and demand can be retrieved. Verify diagnostic information from the MSU network can also be retrieved.
2)	Test module endpoints in the field.	Using a field handheld tool or device, verify communications with 50 commercial, and 50 residential water meters.	Connect to the module with the field device. Verify a reading of gallons can be retrieved. Verify diagnostic information from the MSU network can also be retrieved.
3)	Test load management endpoints in the field.	Using a field handheld tool or device, verify communications with 50 load management switches.	Connect to the switch with the field device. Verify a kW reading can be retrieved from each relay. Verify diagnostic information from the MSU network can also be retrieved.
4)	Test meter demand reset from MSU software.	Verify peak demand can be reset from the software system and the peak demand is read and stored.	Reset the current demand from the office. Confirm the current demand reading is set to zero and the current demand reading has been moved to the 'peak' or 'frozen' register in the meter.
5)	Test meters with electric endpoints capable of remote disconnect through the MSU software.	Using the MSU software, verify with 50 residential meters a disconnect and reconnect can be performed.	Send the meter the command to open the disconnect. Confirm and verify the disconnect action has completed through confirmation messages. Once verified, send a reconnect message. Confirm the meter has reconnected service.
6)	LM switches controlled through the MSU software or via the DRMS or MDMS.	Through the MSU software and network, verify with 50 load management devices the load was disconnected and then restored.	Send the load curtailment comment through the MSU system to the endpoint. If an MDMS or DRMS is in place the command should originate from one of these systems. Confirm and verify the load curtailment was successful through reading the load management device (2-way communications). Confirm the load has also been restored.

Test	Activity	Overview	Procedure
7)	Test meters with electric endpoints capable of remote disconnect through the field tool.	Using a field handheld tool or device, verify with 50 residential meters a disconnect can be performed.	Connect to the meter with the field device and/or optical port. Confirm a successful disconnect and reconnect can be performed onsite.
8)	LM switches controlled through the MSU field tool.	Using a field handheld tool or device, verify with 50 load management devices can be curtailed and restored in the field.	Connect to the device with the field device. Confirm a successful curtailment and restore can be performed onsite.
9)	Test meter/module configurability for polyphase electric meters.	Verify meter parameters (recording and reporting intervals) can be changed 'over-the-air' from the MSU software system. Must be able to configure and re-configure items such as; Sag/Swell alarms, TOU programs, or meter collecting/reporting intervals.	Using 25 – 50 installed Polyphase meters on the system. Alter the reporting and recording intervals and confirm the change. Setup status, events, and alarms. Confirm these status and event changes. All changes and updates must be done from the office through the software system.
10)	Test meter/module configurability for single phase electric meters.	Verify meter parameters (recording and reporting intervals) can be changed 'over-the-air' from the MSU software system. Must be able to configure and re-configure items such as: meter collecting/reporting intervals.	Using 25 – 50 installed residential meters on the system. Alter the reporting and recording intervals and confirm the change. Setup status, events, and alarms. Confirm these status and event changes. All changes and updates must be done from the office through the software system.
11)	Test meter/module configurability for water meters.	Verify module parameters (recording and reporting intervals) can be changed 'over-the-air' from the MSU software system. Must be able to configure and re-configure items such as: module collecting/reporting intervals.	Using 25 – 50 installed water or wastewater modules on the system. Alter the reporting and recording intervals and confirm the change. Setup status, events, and alarms. Confirm these status and event changes. All changes and updates must be done from the office through the software system.

Test	Activity	Overview	Procedure
12)	Test meter/module configurability for load management switches.	Verify load management device parameters (recording and reporting intervals) can be changed 'over-the-air' from the MSU software system. Must be able to configure and re-configure items such as: relay collecting/reporting intervals.	Using 25 – 50 installed load management devices on the system. Alter the reporting and recording intervals and confirm the change per relay. Setup status, events, and alarms. Confirm these status and event changes. All changes and updates must be done from the office through the software system.
13)	Test meter/module alarms and events for electric meters.	Verify any alarms and events can be sent to the MSU software system and then notifies users when a meter (up to 50 meters) has reported in an alarm/event.	Such as: Remove a meter from the socket and re-install upside down. This should prompt a reverse flow alarm. Confirm the meter continues to accumulate kwh into the meter's forward register. The meter should not be setup for net-metering or reverse flow otherwise the meter will not send in the alarm. Or other similar tests.
14)	Test meter/module alarms and events for water modules.	Verify any alarms and events can be sent to the MSU software system and then notifies users when a module (up to 50 locations) has reported in an alarm/event.	Such as: Remove a module connector from the meter. This should prompt an alarm. Confirm, once the module is reconnected, it sends an update alarm, the newest reading, and the missed past readings (backfilling). Or other similar tests.
15)	Test meter/module alarms and events for load management switches.	Verify any alarms and events can be sent to the MSU (and onto the MDMS or DRMS) software system and then notifies users when a module (up to 50 locations) has reported in an alarm/event.	Such as: Remove the load from the relay. This should prompt an alarm for no load present. Confirm, once the load is reconnected, it sends an update alarm to clear. Or other similar tests.
16)	Test Communications to Data Collectors from the office.	Verify all MSU network equipment is accessible through the MSU software system. Verify communications and all other available data is being received.	Using the MSU software head end, verify communications to the MSU network equipment (collection points and repeaters) are up. Verify network health, communication statistics, system specs, and all other available information is being collected.
17)	Confirm the MSU system is reading multiple channels from all electric meters.	Verify the MSU system is collecting multiple interval channels and are being collected for each type of electric meter in service.	Through a schedule reading and an ad-hoc read using the MSU software system, verify the system is collecting and displaying correct data from multiple channels. Using the MSU software, visually confirm the data and run a report containing the same information. Confirm the data is collected. Verify the data is correct by downloading the data physically at the meter.

Test	Activity	Overview	Procedure
18)	Verify the MSU system is setup to bring back the correct requested data fields for C&I meters.	Verify for 50 polyphase electric meters the correct register data is being recorded and reported.	Through a schedule reading and an ad-hoc read using the MSU software system, at the same time an employee performs a manual reading at the meter through the optical data port. Verify the readings match for multiple channels.
19)	Verify the MSU system is setup to bring back the correct requested data fields for residential electric meters.	Verify for 50 residential electric meters the correct register data is being recorded and reported.	Through a schedule reading and an ad-hoc read using the MSU software system, at the same time an employee performs a manual reading at the meter through the optical data port. Verify the readings match for multiple channels.
20)	Verify the MSU system is setup to bring back the correct requested data fields for water modules.	Verify for 50 water or wastewater modules the correct register data is being recorded and reported.	Through a schedule reading and an ad-hoc read using the MSU software system, at the same time an employee performs a manual reading at the meter physically at the meter dial. Verify the readings match.
21)	Verify the MSU system can perform ad-hoc or on-demand electric meter reads.	Perform an on-demand read using the MSU software.	Initiate an on-demand or ad-hoc reading from the MSU software system. Verify the MSU system collects the data and displays it for the user.
22)	Verify the MSU system can perform ad-hoc or on-demand water meter reads.	Perform an on-demand read using the MSU software.	Initiate an on-demand or ad-hoc reading from the MSU software system. Verify the MSU system collects the data and displays it for the user.
23)	Verify the MSU system can perform ad-hoc or on-demand load management reads.	Perform an on-demand read using the MSU software.	Initiate an on-demand or ad-hoc reading from the MSU software system. Verify the MSU system collects the data and displays it for the user.
24)	Verify the MSU system is providing a back fill of missing/missed readings.	Verify data gap filling is being performed by the MSU software/Collection points.	Disconnect a collection point for 12 - 24 hours (making sure all backup power is also removed). Energize the collection point and verify the missing data readings have been collected. Verify using MSU software reporting tools.

Test	Activity	Overview	Procedure
25)	The system is collecting 100% of electric and 98.5% of water of billing data in a three-day period on all installed and network joined meters.	Confirm the MSU system is collecting a usable daily register billing read for 100% of all available electric meters and 98.5% of water joined in the network over a 3-day period.	Generate an MSU software reading data collection statistics report and confirm through a billing file export that 100% of all electric meters and 98.5% of water meters have a billing register reading within the last 3 days.
26)	Read Data exports are successful to the CIS.	Verify all data collected and required to be exported from the MSU software to the existing CIS is correct and fully executing.	Confirm a flat file interface between the MSU software system and CIS is successful. Also confirm the Multispeak interface (as applicable) is exporting data from the MSU into the CIS. Test both interfaces.
27)	Read Data exports are successful to the MDMS (if applicable).	Verify all data collected and required to be exported from the MSU software to the existing MDMS is correct and fully executing.	Confirm the integration interface between the MSU software system and MDMS is successful. This test may involve multiple types of integration and data files.
28)	Read Data exports are successful to the DRMS (if applicable).	Verify all data collected and required to be exported from the MSU software to the existing DRMS is correct and fully executing.	Confirm the integration interface between the MSU software system and DRMS is successful. This test may involve multiple types of integration and data files.
29)	Confirm the MSU system network is capable of 'self-healing'.	Confirm all end points change and report all data when the primary path/Base Station is no longer working.	For this, multiple collection points in the same general area must be installed and communicating. Through the MSU software, confirm all the end points registered to "Base Station 1". Remove "Base Station 1" from power (and backup power) for 24 – 48 hours, note the time and date "Base Station 1" was removed from service. Verify all end points have successfully found a new primary path back to a different Base Station and all data from the meters are being collected normally. Energize "Base Station 1". Note which meters change their primary path again.

Test	Activity	Overview	Procedure
30)	Electric outage detection and restore messages	Remove a random sample of meters (up to 50) or remove the power source to a meter to simulate an outage. Verify the outage message and the restore message is received at the MSU software system.	Remove power or meters completely from service (do not remove the meter from the vicinity). Give the meter 5 minutes to ensure the meter has registered the outage. During this time, the meter should send in the outage message, verify after 5 mins the message has been sent. Restore power to the meter and verify the restore and outage message has been received at the MSU software system. Run an outage report for the all the meters. Verify a date and timestamp are given with the outage and restore message. Verify these timestamps are correct.
31)	Collector outage back up power failover	Remove a Base Station from its primary power source and allow to failover to the ups battery. Do not remove communications. Verify the collection point continues to collect data and send in a power loss/battery alarm message.	Remove a collection point from its primary power source for at least 4 hours and is now running on a battery backup or a UPS. Verify in the MSU software a power alarm/event or battery alarm/event is sent, and that data is still being collected. Re-energize the collection point.
32)	Setup specific login groups (member service, admin, etc.) and verify login permissions on set correctly.	Confirm all setup groups and users in those groups have the correct log in permissions for their roles. Verify new users and groups can be created and assigned.	Create user logins and groups. Verify each group has their own specific roles. Verify there are no generic users or shared logins.
33)	Verify water meters on the system can collect 60 min data intervals and report in data.	Verify all modules in phase I electric meters can collect 60 min data intervals in gallons. Data must be reported at a minimum, every 24 hours.	Once 95% of available meters are installed, run the modules on the system at 60 min intervals for 7 full days. Confirm the data is being collected and reported by 98.5% of all modules. Confirm the billing readings remain at in a rolling 3-day period and the alarms and events are all being retrieved.
34)	Verify single-phase meters on the system can collect up to 6 channels of 15 min data intervals and report in data.	100 percent of single-phase meters reporting (6) channels of 15-minute interval data at least every 4 hours. This is addition to the daily report, disconnect and reconnect, alarms and events.	Once 95% of available meters are installed, run the meters on the system at 15 min intervals for 7 full days. Confirm the data is being collected and reported by 99.5% of all meters. Confirm the billing readings remain at 100% in a rolling 3-day period and the daily reporting, disconnects, reconnects, alarms and events are all being retrieved.

Test	Activity	Overview	Procedure
35)	Verify socket-based poly-phase meters on the system can collect up to 12 channels of 15 min data intervals and report in data.	100 percent of all sockets-based poly-phase meters reporting (12) channels of 15-minute interval data at least every 4 hours. This is addition to the daily report, and alarms and events.	Once 95% of available meters are installed, run the meters on the system at 15 min intervals for 7 full days. Confirm the data is being collected and reported by 99.5% of all meters. Confirm the billing readings remain at 100% in a rolling 3-day period and the daily reporting, disconnects, reconnects, alarms and events are all being retrieved.
36)	Verify CT/PT poly-phase meters on the system can collect up to 6 channels of 15 min data intervals and 6 channels of 5-min intervals and report in data.	100 percent of all transformer based polyphase meters reporting (6) channels of 15-minute interval data and (6) channels of 5-minute interval data at least every hour. This is addition to the daily report, and alarms and events.	Once 95% of available meters are installed, run the meters on the system at 15 min and 5 min intervals for 7 full days. Confirm the data is being collected and reported by 99.5% of all meters. Confirm the billing readings remain at 100% in a rolling 3-day period and the daily reporting, disconnects, reconnects, alarms and events are all being retrieved.

Test Results

Test	Activity	Pass	Fail	Date	Individual(s) Initials
1)	Test meter endpoints in the field.				
2)	Test module endpoints in the field.				
3)	Test load management endpoints in the field.				
4)	Test meter demand reset from MSU software.				
5)	Test meters with electric endpoints capable of remote disconnect through the MSU software.				
6)	LM switches controlled through the MSU software or via the DRMS or MDMS.				
7)	Test meters with electric endpoints capable of remote disconnect through the field tool.				
8)	LM switches controlled through the MSU field tool.				
9)	Test meter/module configurability for polyphase electric meters.				
10)	Test meter/module configurability for single phase electric meters.				
11)	Test meter/module configurability for water meters.				
12)	Test meter/module configurability for load management switches.				
13)	Test meter/module alarms and events for electric meters.				
14)	Test meter/module alarms and events for water modules.				
15)	Test meter/module alarms and events for load management switches.				
16)	Test Communications to Data Collectors from the office.				
17)	Confirm the MSU system is reading multiple channels from all electric meters.				
18)	Verify the MSU system is setup to bring back the correct requested data fields for C&I meters.				

Test	Activity	Pass	Fail	Date	Individual(s) Initials
19)	Verify the MSU system is setup to bring back the correct requested data fields for residential electric meters.				
20)	Verify the MSU system is setup to bring back the correct requested data fields for water modules.				
21)	Verify the MSU system can perform ad-hoc or on-demand electric meter reads.				
22)	Verify the MSU system can perform ad-hoc or on-demand water meter reads.				
23)	Verify the MSU system can perform ad-hoc or on-demand load management reads.				
24)	Verify the MSU system is providing a back fill of missing/missed readings.				
25)	The system is collecting 100% of electric and 98.5% of water billing data in a three-day period on all installed and network joined meters.				
26)	Read Data exports are successful to the CIS.				
27)	Read Data exports are successful to the MDMS.				
28)	Read Data exports are successful to the DRMS.				
29)	Confirm the MSU system network is capable of 'self-healing'.				
30)	Electric outage detection and restore messages				
31)	Electric outage back up power failover				
32)	Setup specific login groups (member service, admin, etc.) and verify login permissions on set correctly.				
33)	Verify water meters on the system can collect 60 min data intervals and report in data.				
34)	Verify single-phase meters on the system can collect up to 6 channels of 15 min data intervals and report in data.				

Test	Activity	Pass	Fail	Date	Individual(s) Initials
35)	Verify socket-based poly-phase meters on the system can collect up to 12 channels of 15 min data intervals and report in data.				
36)	Verify CT/PT poly-phase meters on the system can collect up to 6 channels of 15 min data intervals and 6 channels of 5-min intervals and report in data.				

Town of Apex MSU RFP

Attachment G: Responsibility Matrix (Confidential to PSE and Apex)

This table shows the division of responsibilities between Purchaser and the selected Supplier. For all tasks, it shall be assumed that the responsible party will lead, while the other party will assist or support. In the table, "Supplier" refers to the selected vendor. Please respond "yes" or "no" in the appropriate space below depending on whether Supplier's quoted offering is in compliance with the responsibilities as listed. Please provide any clarifications or explanations in the "Supplier Comments" column where appropriate.

DO NOT EDIT THESE COLUMNS				RESPOND IN THESE COLUMNS		
#	Description	Supplier Responsibility	Apex / Third-Party Responsibility	Comply		Supplier Comments
				Yes	No	
1	Configure, install, and test the MDMS hardware and software (the "Master System") and deliver the combined hardware and software to the Purchaser's office.	X		X		
2	For a SaaS Model and Cloud/Hosted Model:					
2.01	Apply patches and upgrades to the MDMS application and database software.	X		X		
2.02	Apply patches and upgrades to the application and database hardware.	X		X		
2.03	Monitor, support, and report on pertinent SaaS metrics; including system availability and performance.	X		X		
2.04	Provide secure (VPN and firewall) access to the system.	X	X	X		
2.05	Obtain and provide the Purchaser updated hosting certifications prior to agreement execution and prior to their expiration.	X		X		
3	Own and Operate Software upgrade methodology (the tasks the Purchaser and Supplier will have to administer to complete the upgrade).	X	X	X		
4	Train Purchaser's personnel and contractors on how to properly use and navigate the Master System for all defined software functionality.	X		X		
5	Provide ongoing project and technical support as mutually agreed in future discussions and as set forth in Contract documents.	X		X		
6	Lead System Acceptance Testing (SAT) at Purchaser's site.	X		X		
7	Complete System Acceptance Testing (FSAT) at Purchaser's site.	X	X	X		
8	Ensure that all defined MDMS functionality performs according to compliance statements provided in Supplier's RFP response, including submitted product brochures, requirements documents, critical questions and other information presented by the Supplier RFP, and that said functionality is tested as part of the SAT.	X		X		
9	Provide complete project management for the installation of the MDMS.	X	X	X		
10	Provide support to the Purchaser upon request as the MDMS is integrated to the Purchaser's software systems as listed in the RFP (e.g. CIS, OMS, MSU, etc.) including support for MultiSpeak Use Cases and Methods lists in the RFP and attachments as well as, API, flat-file, web services, or other connectivity to Supplier's databases as required and defined in the statement of work.	X		X		
11	Provide software integration services between the MDMS and other systems. Please comment on assumed vendor responsibilities for integration to systems such as an OMS, CIS, etc.	X		X		

Town of Apex MSU RFP

Attachment G: Responsibility Matrix (Confidential to PSE and Apex)

This table shows the division of responsibilities between Purchaser and the selected Supplier. For all tasks, it shall be assumed that the responsible party will lead, while the other party will assist or support. In the table, "Supplier" refers to the selected vendor. Please respond "yes" or "no" in the appropriate space below depending on whether Supplier's quoted offering is in compliance with the responsibilities as listed. Please provide any clarifications or explanations in the "Supplier Comments" column where appropriate.

DO NOT EDIT THESE COLUMNS				RESPOND IN THESE COLUMNS		
#	Description	Supplier Responsibility	Apex / Third-Party Responsibility	Comply		Supplier Comments
				Yes	No	
1	Configure, deliver, install, and test the MSU hardware and software (the "Master System") to the Purchaser's sites.	X		X		
2	For a SaaS Model and Cloud/Hosted Model:					
2.01	Apply patches and upgrades to the MSU application and database software.	X		X		
2.02	Apply patches and upgrades to the application and database hardware.	X		X		
2.03	Monitor, support, and report on pertinent SaaS metrics; including system availability and performance.	X		X		
2.04	Design and implement all infrastructure to support the MSU system.	X		X		
2.05	Provide secure (VPN and firewall) access to the system.	X	X	X		
2.06	Obtain and provide the Purchaser updated hosting certifications prior to agreement execution and prior to their expiration.	X		X		
3	Own and Operate Software upgrade methodology (the tasks the Purchaser and Supplier will have to administer to complete the upgrade).	X	X	X		The FlexNet Head End System is upgradable. Sensus typically performs the work as a service to the utility. Software releases are provided on a semi-annual basis. Sensus recommends a parallel system be used for any utility-specific testing before rolling a release into production. The parallel system enables a large percentage of utility validation to be completed using real production data in a parallel system. This swapping of environments requires a redundant production-sized Regional Network Interface (RNI)/Head End System.
4	Supplier has the single-point of responsibility for the MSU network including electric and water meters and all software and hardware. In addition, Supplier has responsibility for electric MSU meter and water MSU node exchange, and installation of all network elements.	X		X		
5	Provide meters, modules, and metering transport equipment for deployment. For items installed by Supplier ship to Supplier designated location, for items inventoried (spares) or installed by Purchaser ship equipment to Purchaser's designated location.	X		X		
6	Train Purchaser's personnel and contractors on how to properly install the equipment and use and navigate the Master System for all defined software functionality.	X		X		
7	Completion and provision of MSU system design to meet outlined requirements in the agreement including all Attachments (includes diagram and complete BOM for network).	X		X		
8	Identification of locations to mount network elements as required.	X		X		
9	Provision of access to required assets to mount network devices and elements.		X	X		
10	Complete installation of any A-Base MSU electric meters.		X	X		
11	Installation of required water meter (base) exchanges or replacements.		X	X		
12	Provision of fiber optics for wide area network (WAN) communications, where available.		X	X		If Apex chooses NaaS offering, WAN is cover by Sensus
13	Provide technical assistance for supporting successful interface and interoperability, as required for the identified management systems.		X	X		
14	Jointly execute system acceptance test (SAT) and other proof-of-performance testing.	X	X	X		
15	Negotiation of secured lease agreements from third party providers for WAN (if required).	X	X	X		
16	Provision and optimization of secure communications within the meter network, as well as within the LAN and WAN for advanced metering functionalities.	X		X		

This table shows the division of responsibilities between Purchaser and the selected Supplier. For all tasks, it shall be assumed that the responsible party will lead, while the other party will assist or support. In the table, "Supplier" refers to the selected vendor. Please respond "yes" or "no" in the appropriate space below depending on whether Supplier's quoted offering is in compliance with the responsibilities as listed. Please provide any clarifications or explanations in the "Supplier Comments" column where appropriate.

DO NOT EDIT THESE COLUMNS				RESPOND IN THESE COLUMNS		
#	Description	Supplier Responsibility	Apex / Third-Party Responsibility	Comply		Supplier Comments
				Yes	No	
17	Provide training and education to Purchaser personnel or designated representatives, for installation of all hardware and operation of Supplier's System.	X		X		<p>Sensus will provide training on the installation and operation of all Sensus hardware and software encompassed in the Sensus FlexNet MSU system. The training will cover all of the base station and meter types deployed in the network, as well as the field tools and their associated applications, which are used to program the meters. Training will also be provided for Sensus FlexNet applications, including Device Manager and Sensus Analytics.</p> <p>Sensus will not provide training on third party commercial "off the shelf" equipment such as Dell servers, storage, Microsoft Windows, Microsoft SQL Server or Red Hat Linux. Please note that knowledge of these components is not required in the Software as a Service model since all management and administration is performed by Sensus Data Center personnel. In the case of a licensed head end application it is assumed the utility IT staff members be well versed in the Original Equipment Manufacturers (OEM) products and further training is not required. In the event further OEM training is required it is available direct from the OEMs or their licensed training partners.</p>
18	Provide ongoing project and technical support as mutually agreed in future discussions and as set forth in Contract documents.	X		X		<p>Following the transition deployment to operations, Sensus will support Rock Energy via remote subject matter experts as required, and our 1-800-Meter-IT technical support hotline. Details regarding standard support methodology, response times, and escalation procedures are found in our software support document, which is included with our response. Please see Appendix L_Customer Support Overview.pdf to read about the support that will be provided to the Town of Apex.</p> <p>Sensus trains all support personnel in their areas of expertise using similar training methodologies as those employed in customer training. Training sessions are held regularly with subject matter experts, taking advantage of onsite engineering, design, and test staff to supplement knowledge transfer. Many technical support engineers have been with Sensus for periods exceeding 20 years and have developed technical and troubleshooting skills from years of experience in other Sensus departments. Sensus technical support engineers have an average of more than 9.5 years of experience within the Sensus organization.</p>
19	Lead System Acceptance Testing (ISAT and FSAT) at Purchaser's site.	X		X		
20	Complete System Acceptance Testing (ISAT and FSAT) at Purchaser's site.	X	X	X		
21	Ensure that all defined MSU system functionality performs according to compliance statements provided in Supplier's RFP response, including submitted product brochures, requirements documents, critical questions and other information presented by the Supplier RFP, and that said functionality is tested as part of the ISAT and FSAT.	X		X		
22	Complete detailed wireless collector system design and install Supplier-provided MSU Endpoints (Electric, Water, Wastewater, Load Management).	X		X		
23	Complete detailed wireless collector system design and install all Supplier-provided MSU Network Equipment.	X		X		Please refer to Section 10.0_Propagation Study.pdf for proposed base station locations and heights.
24	Provide complete project management for the installation of all the Endpoints (Electric, Water, Wastewater, Load Management).	X	X	X		Combination of Ferguson and the selected installer

This table shows the division of responsibilities between Purchaser and the selected Supplier. For all tasks, it shall be assumed that the responsible party will lead, while the other party will assist or support. In the table, "Supplier" refers to the selected vendor. Please respond "yes" or "no" in the appropriate space below depending on whether Supplier's quoted offering is in compliance with the responsibilities as listed. Please provide any clarifications or explanations in the "Supplier Comments" column where appropriate.

DO NOT EDIT THESE COLUMNS				RESPOND IN THESE COLUMNS		
#	Description	Supplier Responsibility	Apex / Third-Party Responsibility	Comply		Supplier Comments
				Yes	No	
25	Meet Coverage Commitment for five (5) years from the date that 95% of electric MSU meters are installed and have associated with the MSU master system.	X		X		
26	Transport (and cost of transport) for any MSU collector, antenna, cabinets, or other collector/base station equipment to the Suppliers' field location or warehouse where the installation will be completed.	X			X	Sensus typically sees this as the responsibility of the Town of Apex or a third party, as the onsite coordination becomes much simpler.
27	Connect Master System in Purchaser's main office to the communications system.		X	X		
28	Provision an adequate communication circuit between each MSU take-out point containing Supplier-provided equipment to Purchaser's data center where Supplier-provided Master System is located.		X	X		The Sensus Professional Services team is well versed in the integration of FlexNet with other third-party platforms and systems. Sensus has participated in more than 700 FlexNet deployments over the past seven years, and has interfaced the FlexNet system with a wide variety of utility operational and business systems during that time. This includes integrations with the existing systems for the Town of Apex. Sensus leverages the CMEP file format and the MultiSpeak standard to integrate with utility systems.
29	Lead discussions and interface development regarding required interfaces with identified applications.	X		X		Sensus professional Services workshops
30	Coordinate and assist the MDM, Customer Portal, and DRMS vendors in interfaces as outlined in the Attachments to Supplier provided software and databases.	X		X		Sensus professional Services workshops
31	Provide support to the Purchaser upon request as the MSU Master System is integrated to the Purchaser's software systems as listed in the RFP (e.g. CIS, OMS, MDMS, etc.) including support for MultiSpeak Use Cases and Methods lists in the RFP and attachments as well as, API, flat-file, web services, or other connectivity to Supplier's databases as required and defined in the statement of work.	X		X		We recommend beginning the integration services with a Solution Design and Business Process workshop, in which we partner with the Town to examine solution design, integration points, and data flows. During this workshop, we identify the most appropriate integration methods for each integration point. Sensus currently supports Multispeak versions 3 and 4.1. Sensus is considering version 5.0 and can accelerate the adoption of Multispeak 5.0 with a successful contract.
32	Provision of required interfaces to Purchaser's applications (see Attachments F-1, F-2, and F-3); initial and final system acceptance tests (Attachments D-1, D-2, D-3, D-4, and E) and expected to work with Purchaser staff to setup various dashboards to facilitate ease of use of the solution.	X		X		
33	Provide software integration services between the MSU, existing, and other future systems. Please comment on assumed vendor responsibilities for integration to systems such as an OMS, CIS, etc.	X		X		Sensus will work with the Town of Apex to determine which of the existing systems Sensus will be performing the integration services. As described in Sensus' response in Section 5.0 Attachment IV: Critical Questions , our general integration strategy is to conduct a Solution Design and Business Process Workshop prior to beginning integration. In this workshop, we will discuss solution design, integration points, and data flows. A full description of this session may be found in Appendix M Sensus Professional Services Integration Workshop for REC.pdf.
34	Recording and provision of future proofing measures taken, which will enable the Customer to interface other, newer systems using the current MSU data (this includes, but is not limited to, firmware downloads and ongoing software updates).	X		X		
35	Provide experienced project management.	X	X	X		
36	Provide warehouse and inventory management for received MSU meters, MSU water nodes, and removed electric meters meters and water MSU models.	X		X		
37	Provide disposal of removed meters and water MSU nodes (hold for 90 days after completion of installation) meeting all federal and state regulatory requirements, including environmental standards.	X		X		
38	Provide detail of power requirements for each network device.	X		X		

This table shows the division of responsibilities between Purchaser and the selected Supplier. For all tasks, it shall be assumed that the responsible party will lead, while the other party will assist or support. In the table, "Supplier" refers to the selected vendor. Please respond "yes" or "no" in the appropriate space below depending on whether Supplier's quoted offering is in compliance with the responsibilities as listed. Please provide any clarifications or explanations in the "Supplier Comments" column where appropriate.

DO NOT EDIT THESE COLUMNS				RESPOND IN THESE COLUMNS		
#	Description	Supplier Responsibility	Apex / Third-Party Responsibility	Comply		Supplier Comments
				Yes	No	
39	Recording of condition of site (photo and notes), GPS coordinates, and other identified requirements in the Attachments for each endpoint and network element installed by Supplier or their contractor(s).	X		X		
40	Provide electric MSU meter installation/exchange, water MSU node installation, and network element installation per requirements as indicated in Agreement including Attachment A.	X		X		

ATTACHMENT N

MANUFACTURER'S WARRANTY

Sensus Limited Warranty

G-500 R29

1. General Product Coverage. Unless otherwise provided herein, Sensus USA Inc. ("Sensus") warrants its products and parts to be free from defects in material and workmanship for one (1) year from the date of Sensus shipment and as set forth below. All products are sold to customer ("Customer") pursuant to Sensus' Terms of Sale, available at: sensus.com/TC ("Terms of Sale").

2. SR II[®] and accuSTREAM™ 5/8", 3/4" & 1" Meters are warranted to perform to new meter accuracy level set forth in the SR II and accuSTREAM Data Sheets available at sensus.com for five (5) years from the date of Sensus shipment or until the registration shown below, whichever occurs first. Sensus further warrants that the SR II and accuSTREAM meters will perform to at least AWWA Repaired Meter Accuracy Standards for fifteen (15) years from the date of Sensus shipment or until the registration shown below, whichever occurs first:

	New Meter Accuracy	Repair Meter Accuracy
5/8" SR II Meter and accuSTREAM Meter	500,000 gallons	1,500,000 gallons
3/4" SR II Meter and accuSTREAM Meter	750,000 gallons	2,250,000 gallons
1" SR II Meter and accuSTREAM Meter	1,000,000 gallons	3,000,000 gallons

3. SR II maincases are warranted to be free from defects in material and workmanship for twenty-five (25) years from the date of Sensus shipment. **accuSTREAM maincases** will be free from defects in material and workmanship for fifteen (15) years from the date of Sensus shipment.

4. ally[®] Meters that register water flow are warranted to perform to the accuracy level set forth in the ally data sheet available at sensus.com for fifteen (15) years from the Date of Installation, but no longer than sixteen (16) years from date of manufacture, not including the meter's sensors, valve, and gear motor, which are warranted under different terms described below. As used herein, "Date of Installation" means the date after which the ally Meter has been out of empty pipe for seven (7) consecutive days, as those days are measured by the ally Meter and stored in the meter's nonvolatile memory.

5. iPERL[®] Meters that register water flow are warranted to perform to the accuracy levels set forth in the iPERL data sheet available at sensus.com for twenty (20) years from the date of Sensus shipment. The iPERL System Component warranty does not include the external housing.

6. Sensus OMNI™, OMNI+ Meters and Propeller Meters are warranted to perform to as set forth in OMNI and Propeller data sheets for eighteen (18) months from the date of Sensus shipment.

7. Sensus CordoneL Meters are warranted to perform to the accuracy levels as set forth in the CordoneL data sheet available at sensus.com for twenty (20) years from the date of Sensus shipment. The CordoneL System Component warranty does not include the external housing.

8. Sensus CordoneL maincases are warranted to maintain their structural integrity for a period of twenty (20) years from the date of Sensus shipment.

9. Sensus accuMAG™ and Hydroverse™ Meters are warranted to be free from defects in material and workmanship, under normal use and service, for 18 months from the date of Sensus shipment or 12 months from startup, whichever occurs first.

10. Sensus Registers are warranted to be free from defects in material and workmanship from the date of Sensus shipment for the periods stated below or until the applicable registration for AWWA Repaired Meter Accuracy Standards, as set forth above, are surpassed, whichever occurs first:

5/8" thru 2" SR II, accuSTREAM Standard Registers	25 years
5/8" thru 2" SR II, accuSTREAM Encoder Registers	10 years
All HSPU, IMP Contactor, R.E.R. Elec. ROFI	1 year
Standard and Encoder Registers for Propeller Meters	1 year
OMNI and OMNI+ Registers with Battery	10 years

11. Sensus Electric and Gas Meters are warranted pursuant to the General Limited Warranty available at sensus.com/TC.

12. Batteries, iPERL System Components, AMR and FlexNet[®] Communication Network AMI Interface Devices are warranted to be free from defects in material and workmanship from the date of Sensus shipment for the period stated below:

Electronic TouchPad	10 years
Act-Pak [®] Remote Monitoring Instruments	1 year
Gas SmartPoint [®] Modules and Batteries	20 years ¹
7500 series Hand-Held Device	2 years
Vehicle Gateway Base Station (VGB) and other AMR Equipment	1 year
EasyLink Reader	1 Year
CPTP100	20 Years ²
FlexNet Base Station (including the R100NA and M400 products)	1 year
RM4160	1 Year
iPERL System Battery and iPERL System Components	20 years ³
Sensus [®] Electronic Register+™	20 years ⁴
Sensus [®] Smart Gateway Sensor Interface	1 year ⁵
SmartPoint [®] 510M/520M/515M/512M Modules and Batteries	20 year ³

¹ Sensus will repair or replace non-performing Gas SmartPoint Modules (configured to the factory setting of six transmissions per day under normal system operation of up to one demand read to each SmartPoint Module per month and up to five firmware downloads during the life of the product) and batteries.

² Sensus will repair or replace non-performing CPTP100 modules (configured at factory setting of four transmissions per day under normal system operations of up to one demand read per month and up to five firmware downloads during the life of the product) and batteries.

³ Sensus will repair or replace non-performing:

- iPERL System Batteries, and/or the iPERL System flowtube, the flow sensing and data processing assemblies, and the register ("iPERL System Components") with hourly reads manufactured after April 2018
- CordoneL System Batteries, the flow sensing and data processing assemblies, and the register ("CordoneL System Components")
- SmartPoint 510M/520M/515M/512M-PLS/522M Modules manufactured after April 2018 (configured to the factory setting of six transmissions per day under normal system operation of up to one demand read to each SmartPoint Module per month and up to five firmware downloads during the life of the product) and batteries, unless the SmartPoint 510M/520M/522M Module is ever paired with an ally Meter, which immediately amends the warranty terms to those described in Section 13

at no cost for the first fifteen (15) years from the date of Sensus shipment, and for the remaining five (5) years at a prorated percentage, applied towards the published list price in effect for the year the product is accepted by Sensus under the warranty conditions according to the following schedule:

Years	Replacement Price	Years	Replacement Price
1 – 15	0%	19	60%
16	30%	20	70%
17	40%	>20	100%
18	50%		

⁴ Sensus will repair or replace non-performing Sensus Electronic Register+ with hourly reads for the first ten (10) years from the date of Sensus shipment, and for the remaining ten (10) years, at a prorated percentage, applied towards the published list prices in effect for the year product is accepted by Sensus under warranty conditions according to the following schedule:

Years	Replacement Price	Years	Replacement Price
1 – 10	0%	16	55%
11	30%	17	60%
12	35%	18	65%
13	40%	19	70%
14	45%	20	75%
15	50%	>20	100%

⁵ Sensus[®] Smart Gateway Sensor Interface warranty valid only for analog Meter Sample Rates of four times per hour with a Standard Transmit Rate of hourly or greater for the analog channel(s).

Sensus Limited Warranty

13. **ally® Meter Batteries and Components, including SmartPoint 510M/520M Modules** are warranted to be free from defects in material and workmanship from the Date of Installation, as defined in Section 4, for the period stated below:

Batteries	15 years ⁶
Sensors	5 years
Valve & Gear Motor	5 years ⁷
SmartPoint 510M/520M Modules and Batteries in service w/ally	15 years ⁶

14. **Cordonel Meter Batteries and Components** are warranted to be free from defects in material and workmanship from the Date of Installation, as defined in Section 7, for the period stated below:

Batteries	20 years ³
Sensors	5 years
SmartPoint 510M/520M Modules and Batteries in service w/Cordonel models with pressure	15 years ⁶

15. **iPERL and ally Connectors and Cables** are warranted to be free from defects in materials and workmanship, under normal use and service, for ten (10) years from the date of Sensus shipment. Nicor or Itron connectors included with a Sensus product are warranted according to the terms for Third-Party Devices in Section 16.

16. **Third-Party Devices** are warranted to be free from defects in materials and workmanship, under normal use and service, for one (1) year from the date of Sensus shipment. As used in this Sensus Limited Warranty, "Third Party Devices" means any product, device, or component part used with a Sensus product that is manufactured or sold by any party that is not Sensus. Failure of a Third-Party Device which subsequently causes failure to a Sensus device shall be the responsibility of the manufacturer of the Third-Party Device.

17. **Software.** Software supplied and/or licensed by Sensus is supported according to the terms of the applicable software license or usage agreement. Sensus warrants that any network and monitoring services shall be performed in a professional and workmanlike manner.

18. **Return.** Sensus' obligation, and Customer's exclusive remedy, under this Sensus Limited Warranty is, at Sensus' option, to either (i) repair or replace the product, provided the Customer (a) returns the product to the location designated by Sensus within the warranty period; and (b) prepays the freight costs both to and from such location; or (ii) deliver replacement components to the Customer, provided the Customer installs, at its cost, such components in or on the product (as instructed by Sensus), provided, that if Sensus requests, the Customer (a) returns the product to the location designated by Sensus within the warranty period; and (b) prepays the freight costs both to and from such location. In all cases, if Customer does not return the product within the time period designated by Sensus, Sensus will invoice, and Customer will pay within thirty days of the invoice date, for the cost of the replacement product and/or components.

The return of products for warranty claims must follow Sensus' Returned Materials Authorization (RMA) procedures. Water meter returns must include documentation of the Customer's test results. Test results must be obtained according to AWWA standards and must specify the meter serial number. The test results will not be valid if the meter is found to contain foreign materials. If Customer chooses not to test a Sensus water meter prior to returning it to Sensus, Sensus will repair or replace the meter, at Sensus' option, after the meter has been tested by Sensus. The Customer will be charged Sensus' then current testing fee. All products must be returned in accordance with the RMA process. For all returns, Sensus reserves the right to request meter reading records by serial number to validate warranty claims.

For products that have become discontinued or obsolete ("**Obsolete Product**"), Sensus may, at its discretion, replace such Obsolete Product with a different product model ("**New Product**"), provided that the New Product has substantially similar features as the Obsolete Product. The New Product shall be warranted as set forth in this Sensus Limited Warranty.

THIS SECTION 18 SETS FORTH CUSTOMER'S SOLE REMEDY FOR THE FAILURE OF THE PRODUCTS, SERVICES OR LICENSED SOFTWARE TO CONFORM TO THEIR RESPECTIVE WARRANTIES.

⁶ If applicable, any SmartPoint 510M/520M Modules ever paired with an ally meter or Cordonel with pressure meter are warranted with the following limitations:

- When configured to the default installation setting of six transmissions of metrology and pressure per day and one update of temperature per day, the SmartPoint module is warranted to perform up to five (5) firmware upgrades for the SmartPoint module and up to five (5) firmware upgrades for the ally meter or Cordonel (with pressure) meter;
- 2500 Operational Commands, where "**Operational Commands**" include on demand reads (such as consumption, pressure, temperature), an ally meter valve command, or a configuration command; and
- 15 Diagnostic Commands, which includes two-way communications tests and installations

for the first ten (10) years from Date of Installation at no cost. For the remaining five (5) years, Customer will pay the reduced Replacement Price of the then-current list price in effect at the time the product is accepted for return in accordance with the following schedule:

19. **Warranty Exceptions and No Implied Warranties.** This Sensus Limited Warranty does not include costs for removal or installation of products, or costs for replacement labor or materials, which are the responsibility of the Customer. The warranties in this Sensus Limited Warranty do not apply to and Sensus has no liability for goods that have been: installed improperly or in non-recommended installations; installed to a socket that is not functional, or is not in safe operating condition, or is damaged, or is in need of repair; tampered with; modified or repaired with parts or assemblies not certified in writing by Sensus, including without limitation, communication parts and assemblies; improperly modified or repaired (including as a result of modifications required by Sensus); converted; altered; damaged; read by equipment not approved by Sensus; for water meters, used with substances other than water, used with non-potable water, or used with water that contains dirt, debris, deposits, or other impurities; subjected to misuse, improper storage, improper care, improper maintenance, or improper periodic testing (collectively, "**Exceptions**"). If Sensus identifies any Exceptions during examination, troubleshooting or performing any type of support on behalf of Customer, then Customer shall pay for and/or reimburse Sensus for all expenses incurred by Sensus in examining, troubleshooting, performing support activities, repairing, or replacing any Equipment that satisfies any of the Exceptions defined above. The above warranties do not apply in the event of Force Majeure, as defined in the Terms of Sale.

THE WARRANTIES SET FORTH IN THIS SENSUS LIMITED WARRANTY ARE THE ONLY WARRANTIES GIVEN WITH RESPECT TO THE GOODS, SOFTWARE, SOFTWARE LICENSES AND SERVICES SOLD OR OTHERWISE PROVIDED BY SENSUS. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER IN CONNECTION WITH THIS SENSUS LIMITED WARRANTY OR WITH THE TERMS OF SALE, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE.

SENSUS ASSUMES NO LIABILITY FOR COSTS OR EXPENSES ASSOCIATED WITH LOST REVENUE OR WITH THE REMOVAL OR INSTALLATION OF EQUIPMENT. THE FOREGOING REMEDIES ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR THE FAILURE OF EQUIPMENT, LICENSED SOFTWARE OR SOFTWARE SERVICES, AND OTHER SERVICES TO CONFORM TO THEIR RESPECTIVE WARRANTIES.

20. **Limitation of Liability.** SENSUS' AGGREGATE LIABILITY IN ANY AND ALL CAUSES OF ACTION ARISING UNDER, OUT OF OR IN RELATION TO THIS AGREEMENT, ITS NEGOTIATION, PERFORMANCE, BREACH OR TERMINATION (COLLECTIVELY "**CAUSES OF ACTION**") SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO SENSUS UNDER THIS AGREEMENT. THIS IS SO WHETHER THE CAUSES OF ACTION ARE IN TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY, IN CONTRACT, UNDER STATUTE OR OTHERWISE.

AS A SEPARATE AND INDEPENDENT LIMITATION ON LIABILITY, SENSUS' LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES. SENSUS SHALL NOT BE LIABLE FOR: (I) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; NOR (II) ANY REVENUE OR PROFITS LOST BY CUSTOMER OR ITS AFFILIATES FROM ANY END USER(S), IRRESPECTIVE OF WHETHER SUCH LOST REVENUE OR PROFITS IS CATEGORIZED AS DIRECT DAMAGES OR OTHERWISE; NOR (III) ANY IN/OUT COSTS; NOR (IV) MANUAL METER READ COSTS AND EXPENSES; NOR (V) DAMAGES ARISING FROM MAINCASE OR BOTTOM PLATE BREAKAGE CAUSED BY FREEZING TEMPERATURES, WATER HAMMER CONDITIONS, OR EXCESSIVE WATER PRESSURE. "**IN/OUT COSTS**" MEANS ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN TRANSPORTING GOODS BETWEEN ITS WAREHOUSE AND ITS END USER'S PREMISES AND ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN INSTALLING, UNINSTALLING AND REMOVING GOODS. "**END USER**" MEANS ANY END USER OF ELECTRICITY/WATER/GAS THAT PAYS CUSTOMER FOR THE CONSUMPTION OF ELECTRICITY/WATER/GAS, AS APPLICABLE.

The limitations on liability set forth in this Agreement are fundamental inducements to Sensus entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law.

Years	Replacement Price	Years	Replacement Price
1 – 10	0%	14	65%
11	35%	15	75%
12	45%	>15	100%
13	55%		

⁷ Notwithstanding the foregoing, valve and gear motor components of ally meters are not warranted beyond two thousand (2000) Valve State Operations, even if the warranty period provided herein has not yet expired. As used herein, "**Valve State Operations**" means adjustments of the Meter to open, close, or reduce flow.

General Limited Warranty

Revised November 2019

1. Terms of Sale. Sensus USA Inc. ("Sensus") warrants its products and parts as set forth below. All products are sold to the buyer ("Customer") pursuant to Sensus' Terms of Sale, available at: [sensus.com/tc](https://www.sensus.com/tc).
2. Electricity Meters and Electricity SmartPoint™ Modules. Sensus warrants the Sensus electricity meters and Sensus electricity SmartPoint Modules to be in compliance with their respective specifications under normal use and service, and to be free from material defects in materials and workmanship for a warranty period of sixty-three (63) months from the date of shipment, whichever occurs first. The warranty period for new spare parts and components sold by Sensus is twelve (12) months from the date of shipment. The warranty period for repaired or refurbished parts repaired by Sensus is ninety (90) days from the date of shipment, unless repaired pursuant to a warranty, in which case the repair is warranted for the time remaining of the original warranty period.
3. Gas Products and Gas SmartPoint Modules.
 - a. Except for the Sonix meters, Sensus warrants the Sensus gas products to be in compliance with their respective specifications under normal use and service, and to be free from material defects in materials and workmanship for a warranty period of twelve (12) months from the date of the installation or eighteen (18) months from the date of shipment, whichever occurs first. Sensus warrants the Sensus Sonix meters to be free from material defects in materials and workmanship for a warranty period of fifteen (15) years from the date of shipment. Sensus warrants the batteries in the Sensus Sonix meters to be free from material defects in materials and workmanship for a warranty period of ten (10) years from the date of shipment. The warranty period for new spare parts and components sold by Sensus is twelve (12) months from the date of shipment. The warranty period for repaired or refurbished parts repaired by Sensus is ninety (90) days from the date of shipment, unless repaired pursuant to a warranty, in which case the repair is warranted for the time remaining of the original warranty period.
 - b. Sensus warrants the Sensus gas SmartPoint Modules as set forth in the "G500" warranty, as set forth at: [sensus.com/tc](https://www.sensus.com/tc); or available at 1-800-METER-IT.
4. Water Meters and Water SmartPoint Modules. Sensus warrants the Sensus water meters and Sensus water SmartPoint Modules as set forth in the "G500" warranty, as set forth at: [sensus.com/tc](https://www.sensus.com/tc); or available at 1-800-METER-IT.
5. VantagePoint® Lighting Control Module. Sensus warrants the Sensus VantagePoint® Lighting Control Module to be in compliance with their respective specifications under normal use and service, and to be free from material defects in materials and workmanship for a warranty period of ten (10) years from the date of shipment. The warranty period for new spare parts and components sold by Sensus is twelve (12) months from the date of shipment. The warranty period for repaired or refurbished parts repaired by Sensus is ninety (90) days from the date of shipment, unless repaired pursuant to a warranty, in which case the repair is warranted for the time remaining of the original warranty period.
6. DA Devices and HAN Devices. Sensus warrants the Sensus DA Devices and Sensus HAN Devices to be in compliance with their respective specifications under normal use and service, and to be free from material defects in materials and workmanship for a warranty period of twelve (12) months from the date of shipment. The warranty period for new spare parts and components sold by Sensus is twelve (12) months from the date of shipment. The warranty period for repaired or refurbished parts repaired by Sensus is ninety (90) days from the date of shipment, unless repaired pursuant to a warranty, in which case the repair is warranted for the time remaining of the original warranty period.
7. RF Field Equipment. Sensus warrants the Sensus RF Field Equipment to be in compliance with their respective specifications under normal use and service, and to be free from material defects in materials and workmanship for a warranty period of twelve (12) months from the date of shipment.
8. Server Hardware. Sensus provides no warranty on the Server Hardware.
9. Third Party Goods. Notwithstanding anything to the contrary herein, Sensus does not warrant any goods manufactured or software supplied by third parties. For example, if Customer elects to buy meters from a third party, the Sensus SmartPoint Modules installed in such third party meters shall, subject to Section 11, below, be covered by the warranty above, but any warranty on the meter itself shall be a matter directly between Customer and such third party meter supplier.
10. Services. Sensus warrants that its services shall, at the time of performance, materially conform to the contract requirements, and shall be performed in a professional and workmanlike manner, free from material defects in workmanship.
11. Remedy.
 - a. If any Field Device or RF Field Equipment fails during the applicable warranty period (a "Failed Good"), Sensus' obligation, and Customer's exclusive remedy, is, at Sensus' option, to either (i) repair or replace the Failed Good, provided the Customer (a) returns the product to the location designated by Sensus within the warranty period; and (b) prepays the freight costs both to and from such location; or (ii) deliver replacement components to the Customer, provided the Customer installs, at its cost, such components in or on the Failed Good (as instructed by Sensus). In all cases, Customer shall be responsible for returning the Failed Good to Sensus, including all costs associated with the return of the Failed Good, and Sensus shall be responsible for shipping the repaired or replaced good back to Customer's warehouse. Customer shall, in all cases, be responsible for the In/Out Costs. If Sensus determines that the returned good is not defective, Customer shall pay and/or reimburse Sensus for all expenses incurred by Sensus in the examination of the returned good.
 - b. Customer's remedy under the warranty for services shall be, at Sensus' sole cost and expense, to correct or re-perform any defective or non-conforming services to assure compliance with the contract requirements.
 - c. THIS SECTION 10 SETS FORTH CUSTOMER'S SOLE REMEDY WITH RESPECT TO A FAILED GOOD OR ANY DEFECTIVE OR NON-CONFORMING SERVICE.
12. Warranty Exceptions. This General Limited Warranty does not include costs for removal or installation of products, or costs for replacement labor or materials, which are the responsibility of the Customer. The warranties in this General Limited Warranty do not apply to, and Sensus has no liability for, goods that have been: installed improperly or in non-recommended installations; installed to a socket that is not functional, or is not in safe operating condition, or is damaged, or is in need of repair; tampered with; modified or repaired with parts or assemblies not certified in writing by Sensus, including without limitation, communication parts and assemblies; improperly modified or repaired (including as a result of modifications required by Sensus); converted; altered; damaged; read by equipment not approved by Sensus; for water meters, used with substances other than water, used with non-potable water, or used with water that contains dirt, debris, deposits, or other impurities; subjected to misuse, improper storage, improper care, improper maintenance, or improper periodic testing (collectively, "Exceptions."). If Sensus identifies any Exceptions during examination, troubleshooting or performing any type of support on behalf of Customer, then Customer shall pay for and/or reimburse Sensus for all expenses incurred by Sensus in examining, troubleshooting, performing support activities, repairing or replacing any Equipment that satisfies any of the Exceptions defined above. The above warranties do not apply in the event of Force Majeure, as defined in the Terms of Sale.
13. THE WARRANTIES SET FORTH IN THIS GENERAL LIMITED WARRANTY ARE THE ONLY WARRANTIES GIVEN WITH RESPECT TO THE GOODS, SOFTWARE LICENSES AND SERVICES SOLD OR OTHERWISE PROVIDED BY SENSUS. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER IN CONNECTION WITH THIS GENERAL LIMITED WARRANTY OR WITH THE TERMS OF SALE, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE.
14. SENSUS ASSUMES NO LIABILITY FOR COSTS OR EXPENSES ASSOCIATED WITH LOST REVENUE OR WITH THE REMOVAL OR INSTALLATION OF EQUIPMENT. THE FOREGOING REMEDIES ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR THE FAILURE OF EQUIPMENT, LICENSED SOFTWARE OR SERVICES TO CONFORM TO THEIR RESPECTIVE WARRANTIES.
15. Limitation of Liability
 - a. SENSUS' AGGREGATE LIABILITY IN ANY AND ALL CAUSES OF ACTION ARISING UNDER, OUT OF OR IN RELATION TO THIS AGREEMENT, ITS NEGOTIATION, PERFORMANCE, BREACH OR TERMINATION (COLLECTIVELY "CAUSES OF ACTION") SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO SENSUS UNDER THIS AGREEMENT. THIS IS SO WHETHER THE CAUSES OF ACTION ARE IN TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY, IN CONTRACT, UNDER STATUTE OR OTHERWISE.
 - b. AS A SEPARATE AND INDEPENDENT LIMITATION ON LIABILITY, SENSUS' LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES. SENSUS SHALL NOT BE LIABLE FOR: (I) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; NOR (II) ANY REVENUE OR PROFITS LOST BY CUSTOMER OR ITS AFFILIATES FROM ANY END USER(S), IRRESPECTIVE OF WHETHER SUCH LOST REVENUE OR PROFITS IS CATEGORIZED AS DIRECT DAMAGES OR OTHERWISE; NOR (III) ANY IN/OUT COSTS; NOR (IV) MANUAL METER READ COSTS AND EXPENSES.
 - c. The limitations on liability set forth in this Agreement are fundamental inducements to Sensus entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law.
 - d. To the maximum extent permitted by law, no Cause of Action may be instituted by Customer against Sensus more than TWELVE (12) MONTHS after the Cause of Action first arose. In the calculation of any damages in any Cause of Action, no damages incurred more than TWELVE (12) MONTHS prior to the filing of the Cause of Action shall be recoverable.
16. Definitions. Any terms used in this General Limited Warranty as defined terms, and which are not defined herein, shall have the meanings given to those terms in the Terms of Sale.
 - a. "Agreement" means this General Limited Warranty, Customer's purchase order (except any Additional Terms), Sensus' Acknowledgement Form (if any), Sensus' invoice and the Terms of Sale.
 - b. "DA Devices" means RTMs and RTUs.
 - c. "Echo Transceiver" (formerly "FlexNet Network Portal" and "FNP") identifies the Sensus standalone, mounted relay device that takes the radio frequency readings from the SmartPoint Modules and relays them by radio frequency to the relevant FlexNet Base Station.
 - d. "End User" means any end user of electricity/water/gas that pays Customer for the consumption of electricity/water/gas, as applicable.
 - e. "Equipment" means the Field Devices, RF Field Equipment, Server Hardware, and any other goods sold hereunder.
 - f. "FlexNet Base Station" (formerly "Tower Gateway Base Station" and "TGB") identifies the Sensus manufactured device consisting of one transceiver, to be located on a tower that receives readings from the SmartPoint Modules (either directly or via an Echo Transceiver) by radio frequency and passes those readings to the RNI by TCP/IP backhaul communication.
 - g. "Field Devices" means the meters, SmartPoint Modules, DA Devices and HAN Devices.
 - h. "Force Majeure" shall have the meaning set forth in the Terms of Sale.
 - i. "HAN Devices" means the PCTs, IHDs and LCMs.
 - j. "IHDs" means the in-home displays.
 - k. "In/Out Costs" means any costs and expenses incurred by Customer in transporting goods between its warehouse and its End User's premises and any costs and expenses incurred by Customer in installing, uninstalling and removing goods.
 - l. "LCMs" means the load control modules.
 - m. "PCTs" means the programmable controllable thermostats.
 - n. "Remote Transceiver" (formerly "FlexNet Remote Portal" and "FRP") identifies the Sensus standalone, mounted relay device that takes the radio frequency readings from the SmartPoint Modules and relays them directly to the RNI by TCP/IP backhaul communication.
 - o. "RNI" identifies the regional network interfaces consisting of hardware and software used to gather, store, and report data collected by the FlexNet Base Stations from the SmartPoint Modules.
 - p. "RF Field Equipment" means, collectively, FlexNet Base Stations, Echo Transceivers and Remote Transceivers.
 - q. "RTMs" means the telemetric remote telemetry modules.

Sensus Limited Warranty

G-500 R29

- r. "RTUs" means telemetric MicroRTU (T866).
- s. "Server Hardware" means the RNI hardware and the FlexServer hardware.
- t. "SmartPoint™ Modules" identifies the Sensus transmission devices installed on devices such as meters, distribution automation equipment and demand/response devices located at Customer's End Users' premises that take the readings of the meters and transmit those readings by radio frequency to the relevant FlexNet Base Station, Remote Transceiver or Echo Transceiver.

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: September 12, 2023

Item Details

Presenter(s): Allen Coleman, Town Clerk

Department(s): Town Clerk's Office

Requested Motion

Motion to approve, as submitted or amended, Meeting Minutes from the following meeting:

- August 15, 2023 - Work Session Minutes
- August 22, 2023 - Regular Town Council Minutes

Approval Recommended?

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

Item Details

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

Attachments

- CN4-A1: **DRAFT** Minutes - August 15, 2023 - Work Session Minutes
- CN4-A2: **DRAFT** Minutes - August 22, 2023 - Regular Town Council Minutes



DRAFT MINUTES

**TOWN OF APEX
SPECIAL TOWN COUNCIL WORK SESSION
TUESDAY, AUGUST 15, 2023
4:30 P.M.**

The Apex Town Council met for a work session on Tuesday, August 15, 2023 at 4:30 p.m. at the Apex Town Hall located at 73 Hunter Street in Apex North Carolina.

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

<https://www.youtube.com/watch?v=Ix5qz3N67wM>

[ATTENDANCE]

Elected Body

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

Town Staff

- Interim Town Manager Shawn Purvis
- Assistant Town Manager Demetria John
- Assistant Town Manager Marty Stone
- Town Attorney Laurie Hohe
- Town Clerk Allen Coleman
- Water Resources Director Michael Deaton
- All other staff members will be identified appropriately below.

[COMMENCEMENT]

Mayor Gilbert called the meeting to order at 4:30p.m. and led the Pledge of Allegiance.

Interim Town Manager Purvis said there would be an update on the Big Branch project, and also a discussion on the broader picture and how everything ties together.

Councilmember Gantt asked how much of the update of Big Branch Force Main has been shared with the residents in that area.

DRAFT MINUTES

1 **Director Deaton** said it has been on the website.

2 **Assistant Town Manager Stone** said all plans have been made available to the
3 public.

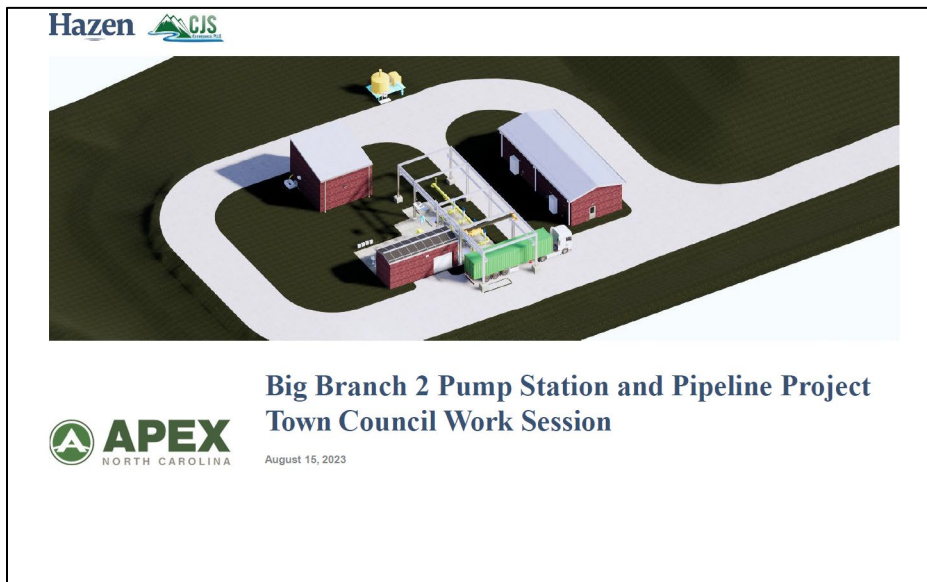
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5 **[ITEM NO. 1 - BIG BRANCH FORCE MAIN (BB2) UPDATE]**

6 **Michael Deaton**, Water Resources Director, introduced representatives who will be
7 presenting; Brian Porter-Senior Associate, Hazen and Sawyer, Steve Brown P.E.-Senior
8 Consultant, HDR, and Stephen Leitch-Managing Member of CJS Conveyance, PLLC.

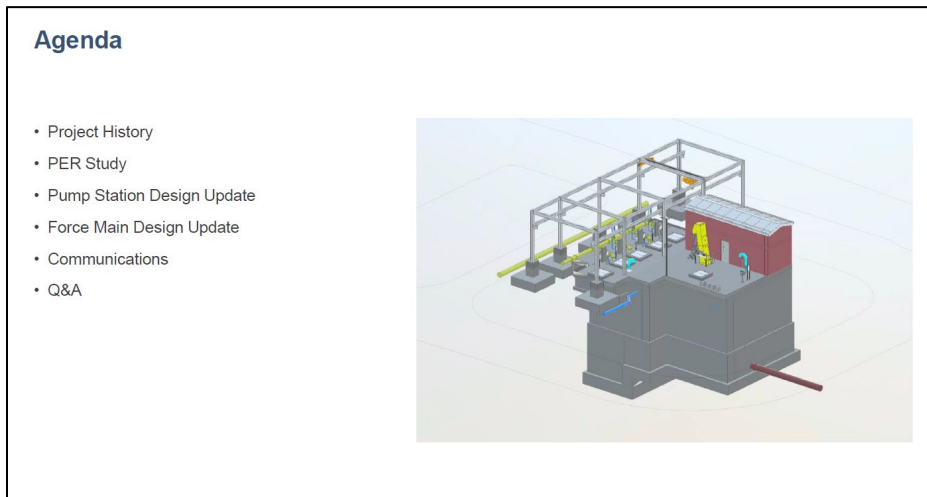
9 **Brian Porter**, gave an overview presentation of the Big Branch Force Main project.

10 **[Slide 1]**



11

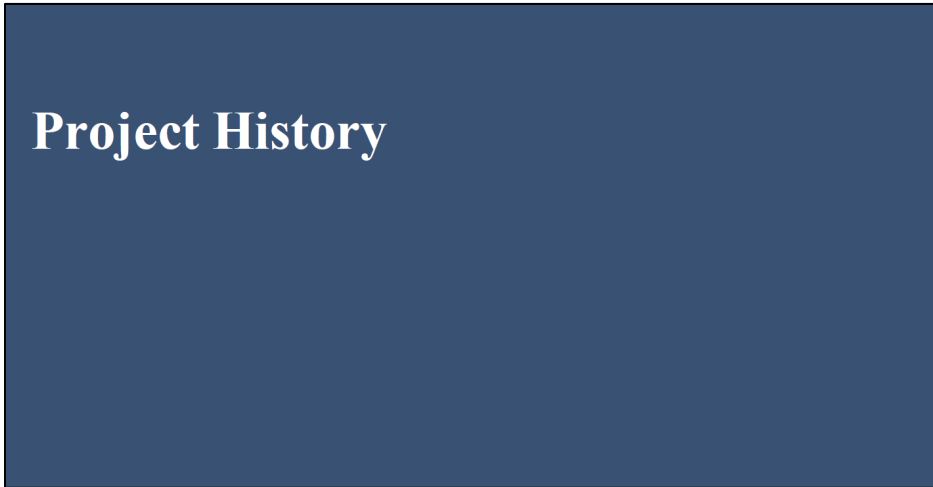
12 **[Slide 2]**



13

DRAFT MINUTES

1 [Slide 3]

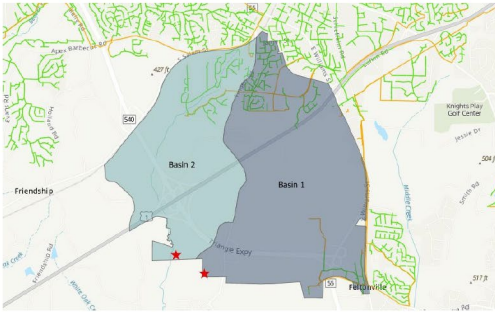


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3 [Slide 4]

Project History – Purpose

- Need for regional sewer solution for the Big Branch Basin
- Avoids a inter basin transfer (IBT)
 - The Town is heavily invested in Western Wake WRF
- Economic development potential
- Eliminate older, less-reliable pump stations per the Town's master plan




Big Branch Service Area

The map shows two basins: Basin 1 (dark blue) and Basin 2 (light blue). Basin 1 is located to the east of Basin 2. The map includes labels for "Friendship", "Range Expy", "Kingsley Play Golf Center", and "Big Branch".

4

5 [Slide 5]

Project History – Preliminary Design Timeline



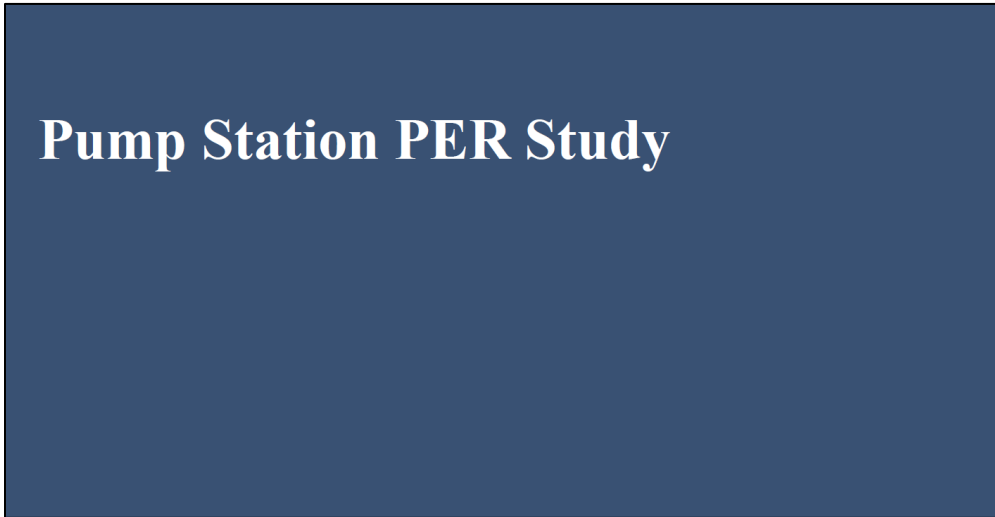
Timeline diagram showing key milestones:

- June 2020**
RFQ Issued by Town
- October 2020**
Hazen/CJS Under Contract – Preliminary Design
- September 2021**
PER Completed

The diagram features a large grey arrow pointing to the right, with three blue circles representing milestones. The first circle is at the start, the second is in the middle, and the third is at the end.

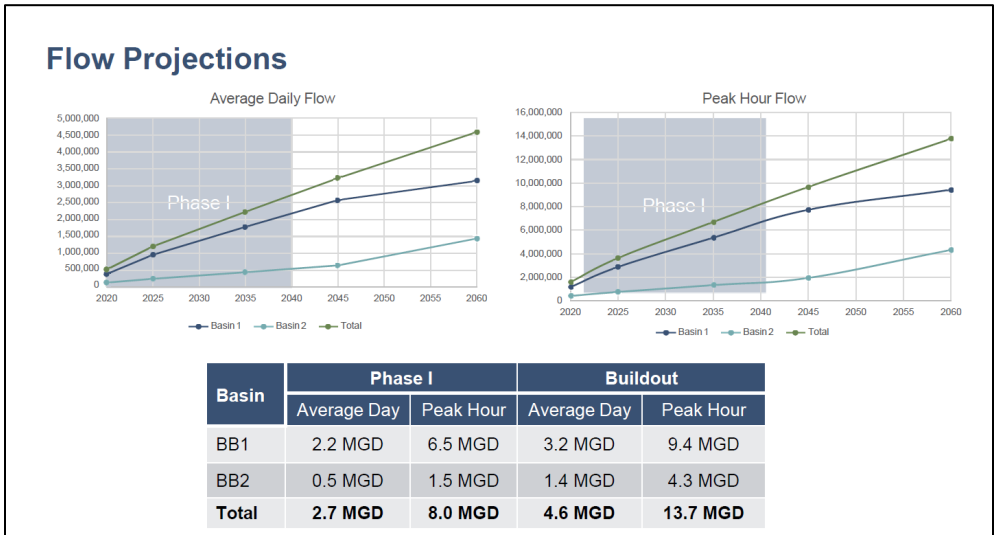
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1 [Slide 6]



2

3 [Slide 7]



5

6 **Councilmember Zegerman** asked Mr. Porter to explain "peak flows during wet
7 weather."

8 **Mr. Porter** said some indirect storm water does drain into sewer because they are not
9 100 percent water tight.

10

11

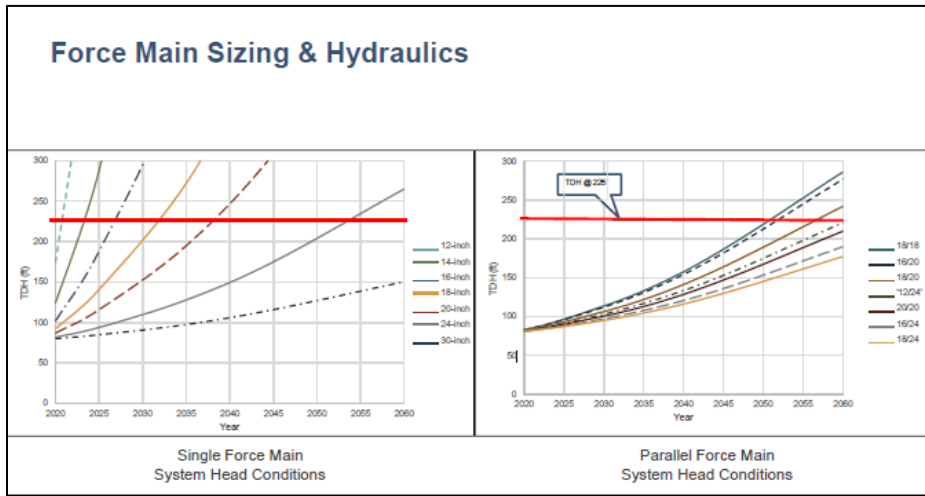
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DRAFT MINUTES

1 [Slide 8]



2

3 **Councilmember Mahaffey** asked on a general scale what size project this is.

4 **Mr. Porter** said it is not an overly large pump station compared to others built in

5 Apex, but big enough to look at things like pump protection and local odor control.

6 **Councilmember Mahaffey** asked if this main had a long distance.

7 **Mr. Porter** said it was not unusually long. He said this one is only having to manifold

8 into one pump station.

9 **Councilmember Zegerman** asked if the flow rates are both pump stations combined,

10 or just one pump station.

11 **Mr. Porter** said they were individual.

12 **Assistant Town Manager Stone** said these would be Apex's largest pump stations.

13 **Mr. Porter** said they try to make sure velocity is kept up during lower flow conditions

14 to prevent to reduce issues such as odors.

15 [Slide 9]

Pump Station Arrangement & Appurtenances Recommendations

- Wet Well Type
 - Confined Inlet
- Pump Type
 - Submersible
- Channel Arrangement
 - Primary Channel – Multi-rake Mechanical Screen
 - Bypass Channel – Channel Grinder

16

DRAFT MINUTES

1 **Councilmember Zegerman** asked if the systems are redundant, so that grinding
2 happens regardless or if the other system fails.

3 **Mr. Porter** said they are both designed to the full capacity of the pump station, and
4 the grinder can handle the whole battery.

5 **Mayor Pro Tempore Killingsworth** asked will this happen automatically or does
6 someone have to manually do it.

7 **Mr. Porter** said it's automatic.

8 **[Slide 10]**

Pump Station Recommendations (cont.)

- Odor Control
 - Vapor Phase (For Onsite Odors)
 - Dry Media Adsorber
 - Liquid Phase (For Force Main Air Release Valves)
 - Biocide
- Electrical Generator
- VFDs
 - w/ bypass starters
 - Housed in electrical building



9

10 **[Slide 11]**

Pipeline PER Study

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DRAFT MINUTES

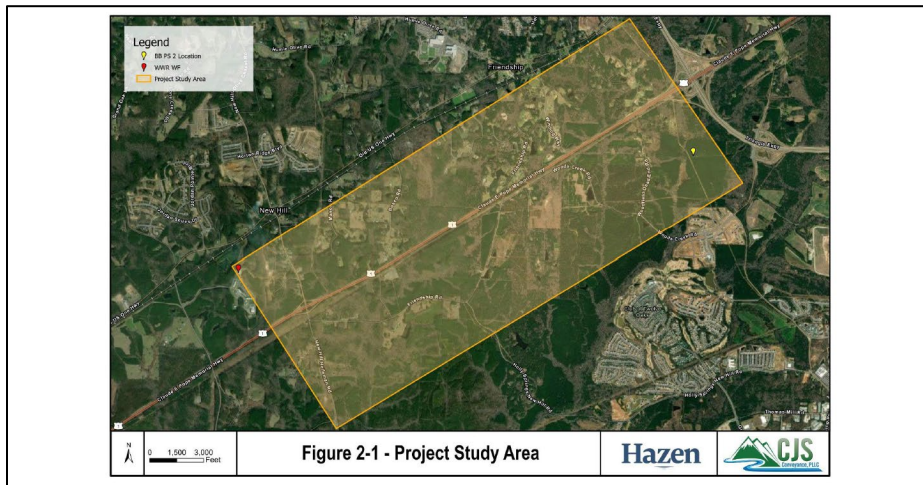
1 [Slide 12]

General Force Main Routing Process

1. Identify Begin and End Points Required by Project
2. Identify the Routing Study Area
3. Identify Critical Features within Study Area
 - Areas that could support routing
 - Areas where routing is undesirable/not allowed
4. Develop Multiple Routes for Consideration
5. Assess Developed Routes to Determine Most Suitable Option

2

3 [Slide 13]



4

5 [Slide 14]

Considerations for Development of Force Main Routes

- Municipal Boundary
 - North of US 1 is predominantly Town of Apex and Wake County
 - South of US 1 is predominantly Town of Holly Springs and Wake County
- Out of Jurisdiction Coordination Complexity
- Avoid Bisecting Parcels
- Approved and Pending Developments
- Minimize Environmental Impacts
- Utilize Existing Road/Easement Corridors Where Possible

6

7

DRAFT MINUTES

1 [Slide 15]

Road / Easement Routing Considerations

- Secondary Road Encroachment is Possible
- Encroachment in US 1 Not Allowed (controlled access)
- Parallel Installation in Gas Easements Not Allowed
- Parallel Installation in Duke Transmission Easements Not Allowed

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3 **Councilmember Zegerman** stated “not allowed” might be policy, but would there be
4 exceptions from NCDOT to those polices.

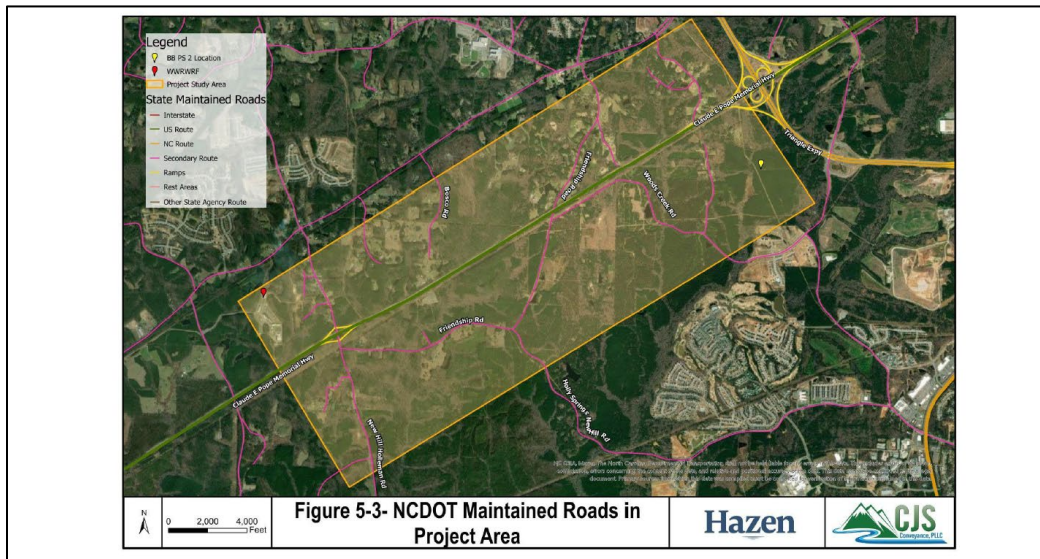
5 **Mr. Leitch** said the exceptions could be made by someone within NCDOT, but as a
6 policy there are not exceptions.

7 **Councilmember Zegerman** said he has seen examples where there have definitely
8 been exceptions.

9 **Mr. Leitch** said he agreed they do happen, but every time he has tried he has not
10 been able to get them.

11

12 [Slide 16]

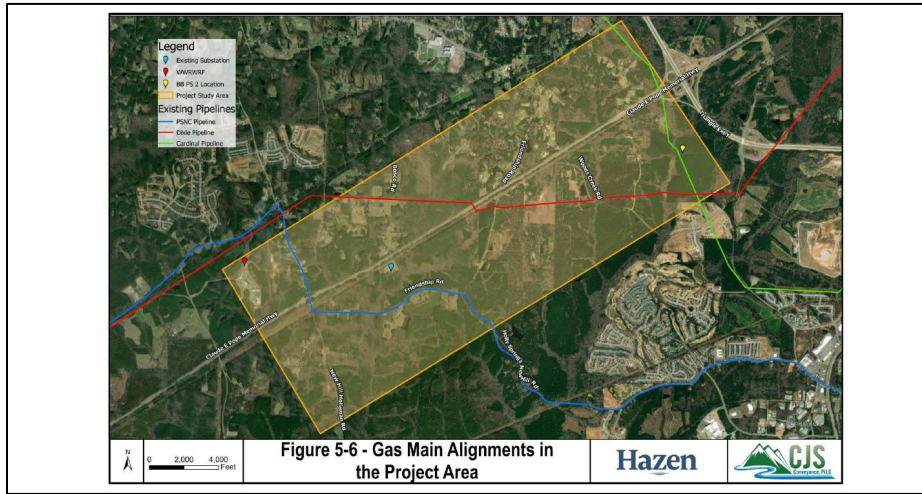


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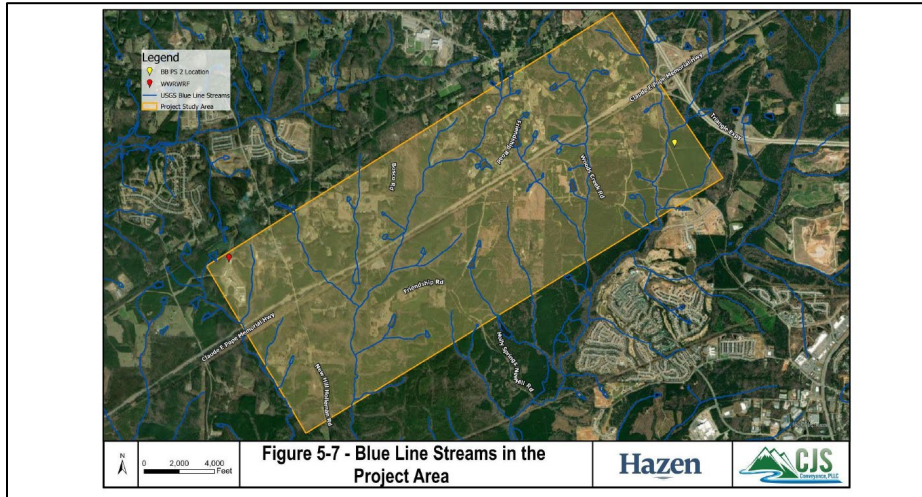
DRAFT MINUTES

1 [Slide 17]



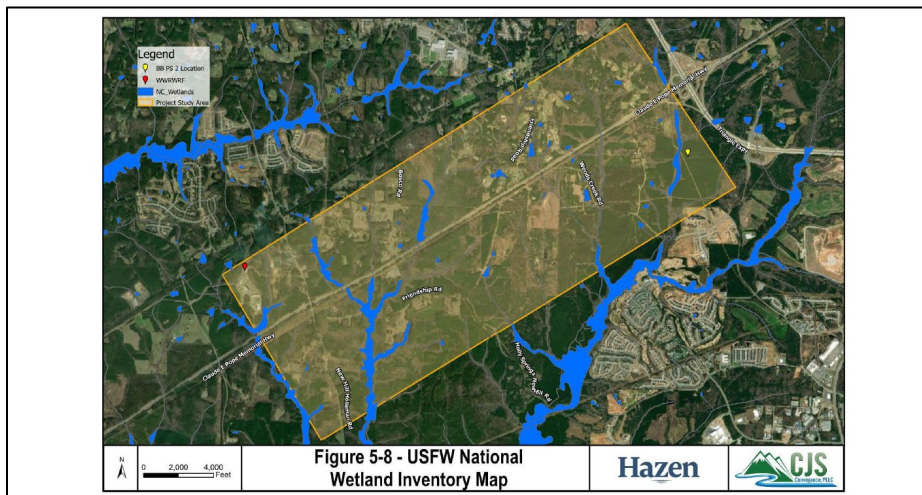
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3 [Slide 18]



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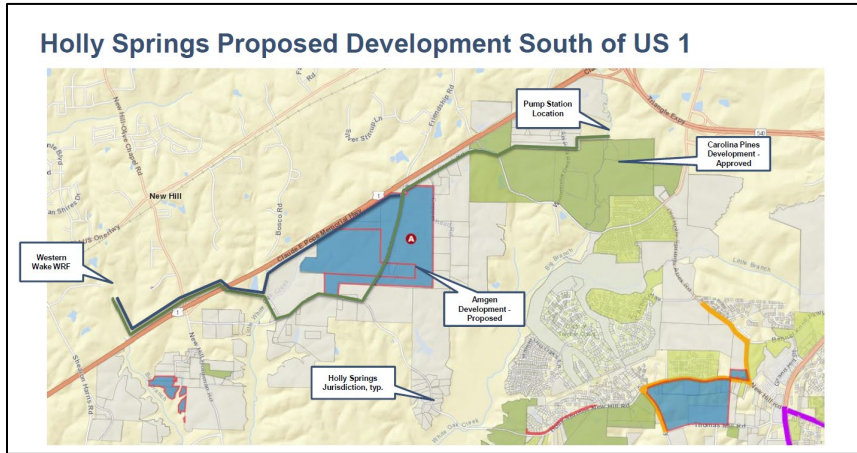
5 [Slide 19]



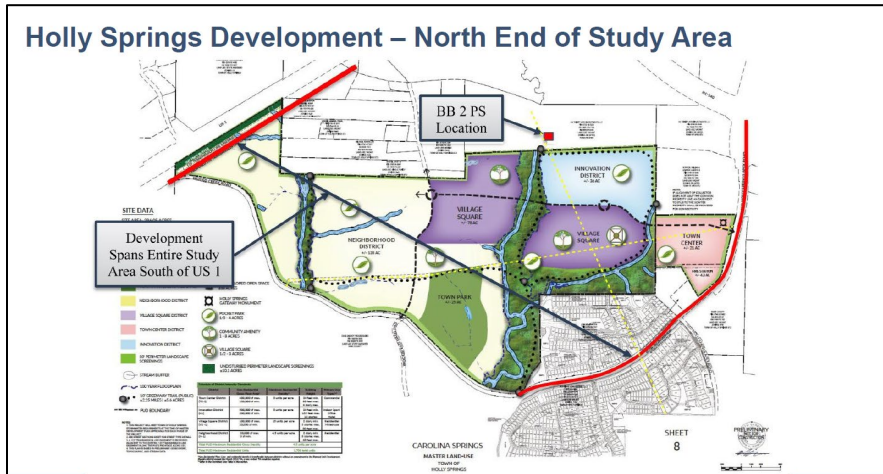
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DRAFT MINUTES

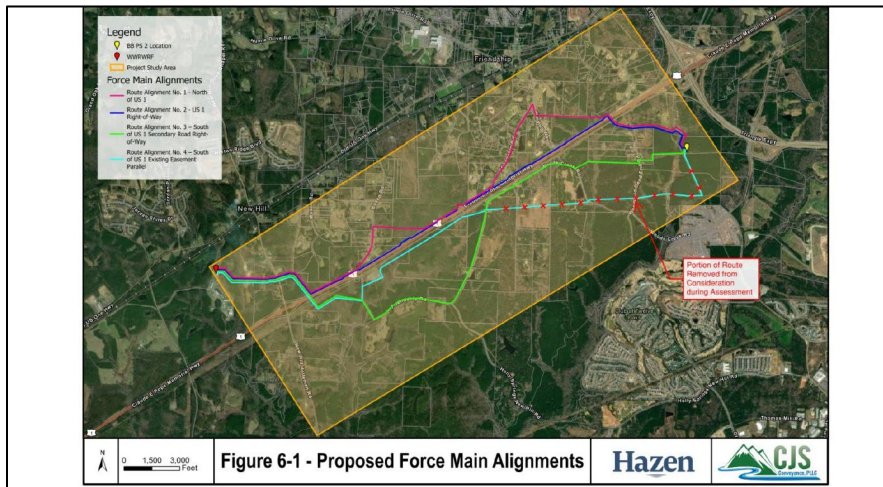
1 [Slide 20]



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3 [Slide 21]



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5 [Slide 22]



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DRAFT MINUTES

1 **Councilmember Zegerman** asked about a hybrid of the purple and blue connections
2 going up US1.

3 **Mr. Porter** said if that did happen, it would require an easement in other people's
4 front yards, that's why they chose the route away from that option.

5 **Assistant Town Manager Stone** said there's going to be at least three pump stations
6 in the future that could serve the corridor between Old US 1 and US 1 to get to the plant,
7 eventually, they will need to tie into that force main on the south side.

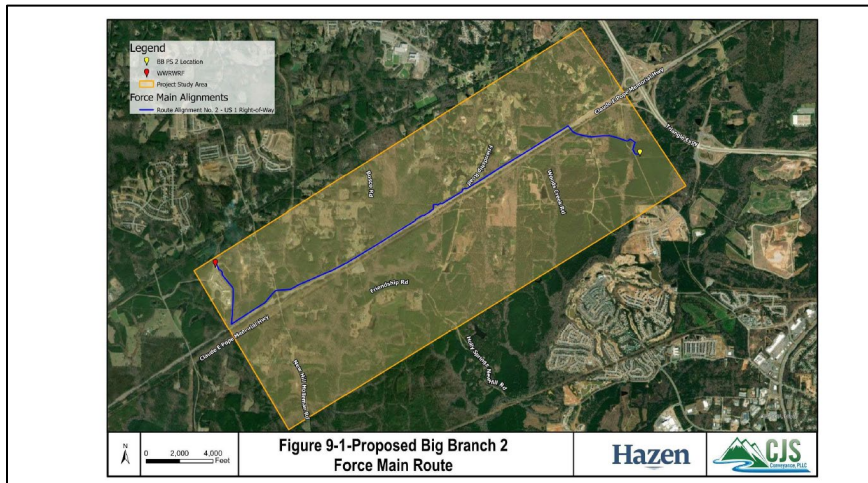
8 **[Slide 23]**

Force Main Alignment Option Highlights

- **Alignment 1**
 - Predominantly on West Side of US-1
 - Uses a Mix of Roadways, Cross-Country and Adjacency to US-1 Right-of-Way
 - Entirely Within the Town of Apex
- **Alignment 2**
 - Adjacent to US 1 Right-of-Way Corridor
 - No Impact to Carolina Springs / Avoids Holly Springs Impacts
- **Alignment 3**
 - Maximizes Parallel of Existing Roadways
 - Impacts Holly Springs, perimeter of Carolina Springs
- **Alignment 4**
 - Maximized Parallel of Existing Easements
 - Most impact to Holly Springs parcels
 - Crosses Carolina Springs, Proposed School Parcels, and Amgen

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10 **[Slide 24]**



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DRAFT MINUTES

1 [Slide 25]

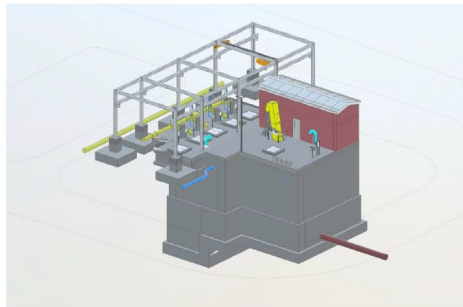
Pump Station Design Update

2

3 [Slide 26]

Final Design Pump Station Arrangement & Appurtenances

- 4.3 MGD Firm Capacity
 - Four (4) 135 HP submersible pumps
 - Three Duty/One Standby
- Odor Control
 - Dry media (carbon) adsorption system (vapor phase treatment)
 - Bioxide chemical feed system (liquid phase treatment)
- Pump Protection
 - Primary Channel – Multi-rake Mechanical Screen
 - Bypass Channel – Channel Grinder
- Backup Power
 - 800 kW standby generator



4

5 **Assistant Town Manager Stone** asked if BB1 and BB2 will be dedicated to one force
6 main or will be able to split off and go the other way.

7 **Mr. Leitch** aid that's how force mains are built, to be split off and go the other way.

8 **Councilmember Zegerman** asked how often does a pump need to be collected and
9 how the odor control would work, if it was an open container or sealed.

10 **Mr. Leitch** said the dumpster itself is an open container, but it's within an enclosed
11 garage area. He said there is a constant of pulling air out of there the entire time it's running.
12 He said potentially there could be some localized odor but its just when it gets pulled out
13 from dumping it and putting it back in. He said it could be every 2 weeks, but that timeframe
14 is variable.

15 **Councilmember Zegerman** asked where the waste goes once it is collected.

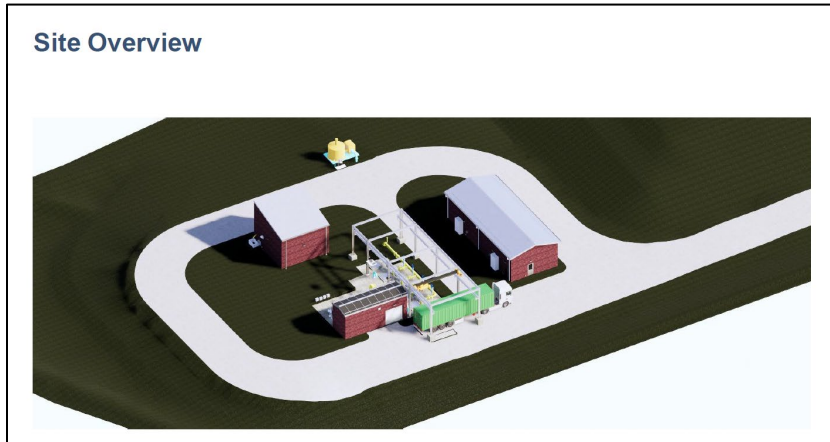
16 **Mr. Leitch** said it would go to the landfill.

DRAFT MINUTES

1 **Councilmember Gray** asked if the macerator will operate at the same time to catch
2 anything that has gone through.

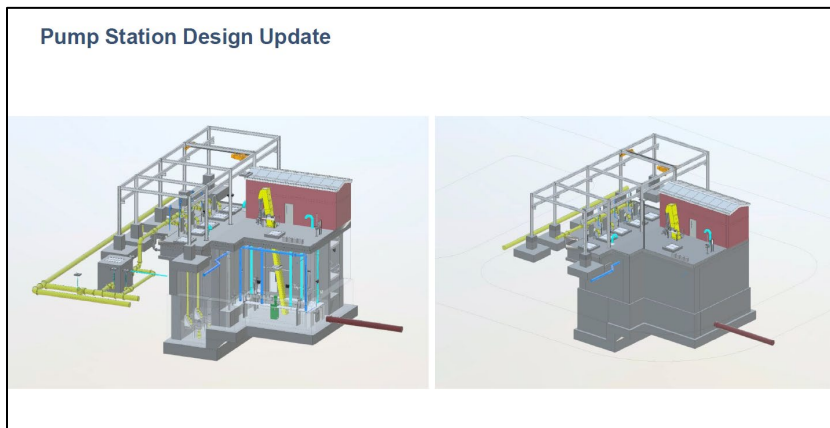
3 **Mr. Leitch** said it's in separate channel that is isolated. He said at some point a plan is
4 to add some programming to allow a periodically shift so it's not sitting still for six months.

5 **[Slide 27]**



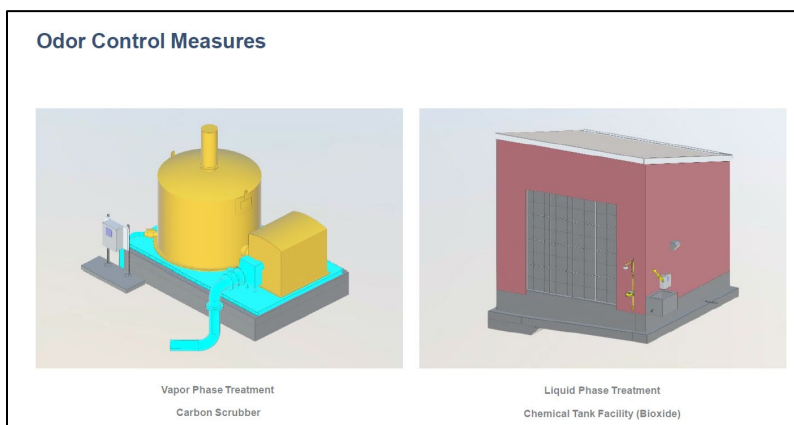
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9 **[Slide 28]**



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12 **[Slide 29]**



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1 [Slide 30]



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3 [Slide 31]



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5 [Slide 32]

Evolution of NCDOT US 1 Encroachment

1. Initial Design – All Outside of R/W per NCDOT Policy
2. Requested Installation Into R/W at Constrained Locations
 - Request Denied, Subsequent Appeal Denied
3. Meeting w/ NCDOT and Veridea to Request Encroachments
 - Request approved for encroachments at Moore, Hastings, and Williams properties
4. Request for Expanded Encroachments at Williams, Olive, and Hastings
 - Request denied

6

7 **Councilman Zegerman** asked is there a better way of accessing easements.

DRAFT MINUTES

1 **Mr. Leitch** said other properties would be accessed from a different location. He said
2 there would have to be gates along the easement for access.

3 **Mayor Gilbert** asked if Veridea representatives were at the NCDOT meeting.

4 **Mr. Leitch** said he believes they were, and there was a follow-up meeting a week ago
5 with the District Engineer where they tried to ask for more encroachments.

6 **[Slide 33]**

Evolution of NCDOT US 1 Encroachment

1. Initial Design – All Outside of R/W per NCDOT Policy
2. Requested Installation Into R/W at Constrained Locations
 - Request Denied, Subsequent Appeal Denied
3. Meeting w/ NCDOT
 - Request approved
4. Request for Expanded Encroachments
 - Request denied

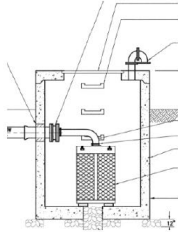


Approved Encroachments	
Hastings Property	- 92 Linear Feet
Moore Property	- 296 Linear Feet
Williams Property	- 1,115 Linear Feet

7

8 **[Slide 34]**

Force Main Odor Control

- Provisions for Odor Control will be Provided at All Air Release Valves
- Provide Options for Exterior or Interior Odor Control
- Size is Dependent Upon Anticipated Exhaust Rate



9

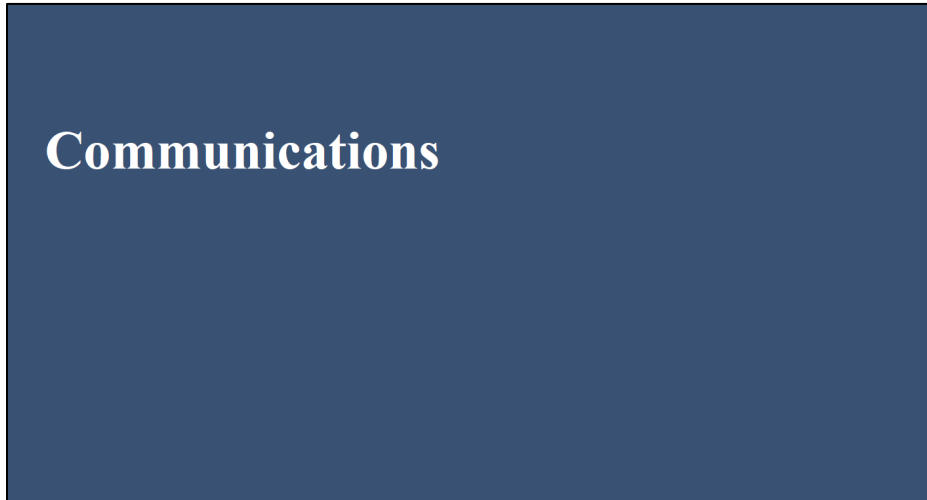
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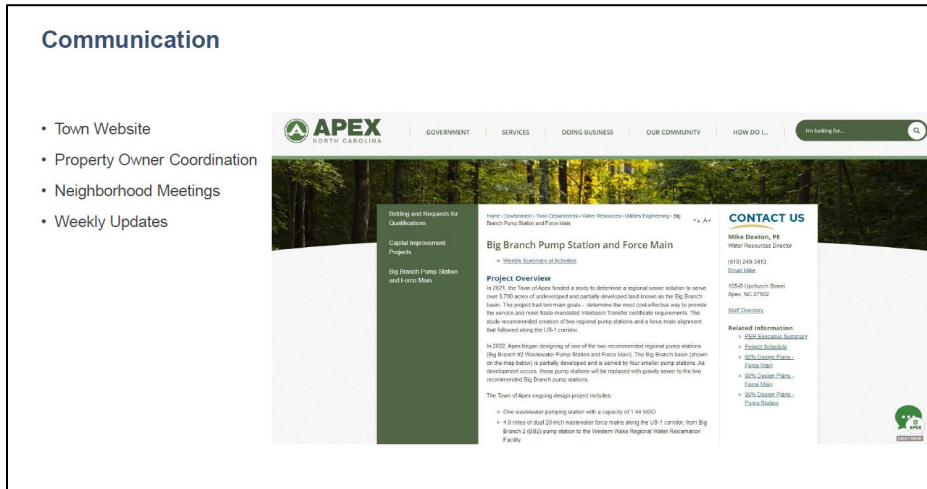
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1 [Slide 35]



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3 [Slide 36]



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5 **Councilmember Zegerman** asked if the area is determined a stream location, would
6 that change the conversation with NCDOT where they would pay.

7 **Mr. Porter** said the town would have to get a 414 Permit through them, and the town
8 would then have to pay for mitigation credits.

9 **Councilmember Gray** asked for a breakdown of how this is going to be
10 communicated to the property owners.

11 **Mr. Porter** said depends on the way they requested to be contacted. He said
12 previously letters were initially sent to let property owners know, with additional letters with
13 more in-depth investigations. He said they have tried to adhere to property owner's requests
14 wherever they can.

15 **Councilmember Gray** asked if anyone has refused to communicate.

DRAFT MINUTES

1 **Mr. Porter** said there has been a few throughout the process of not wanting to
2 communicate, most have been accommodating.

3 **Councilmember Gray** asked if there was anything they are doing after the fact to let
4 property owners know what was done at their property.

5 **Mr. Porter** some property owners have requested to know what was done. He said
6 some property owners have requested flagging, other has requested painting and some are
7 not concerned at all. He said it's all a case-by-case basis as they are different.

8 **Councilmember Gray** asked if there are any procedures that can be used for the
9 property owners if there's damage to the property that the owner wants the town to know
10 about.

11 **Mr. Porter** said they have all the contact information and nothing to his knowledge
12 has he seen damage nor has anyone tried to contact them asking for said conversation. He
13 said they try to be thorough in explaining what they will be doing and what may need to be
14 moved/cleared.

15 **Councilmember Gray** asked Director Deaton and Assistant Town Manager Stone
16 confirming if the town did not have a claim process built in.

17 **Assist Town Manager Stone** said if anyone had concerns they would just contact the
18 town. He said he does not recall of any projects that someone has contacted the town.

19 **[Slide 37]**

Evolution of NCDOT US 1 Encroachment

1. Initial Design – All Outside of R/W per NCDOT Policy
2. Requested Installation Into R/W at Constrained Locations
 - *Request Denied, Subsequent Appeal Denied*
3. Meeting w/ NCDOT and Veridea to Request Encroachments
 - *Request approved for encroachments at Moore, Hastings, and Williams properties*
4. Request for Expanded Encroachments at Williams, Olive, and Hastings
 - *Request denied*

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DRAFT MINUTES

1 [Slide 38]



Q&A

2

3 **Councilmember Gray** asked which of the recommendations for the main are they
4 pursuing.

5 **Mr. Leitch** said alignment two.

6 **Councilmember Mahaffey** asked when the process of getting acquisitions from all
7 the property owners.

8 **Mr. Leitch** said that could start soon, some alignments may need to be adjusted but
9 most shouldn't change at this point.

10 **Councilmember Zegerman** asked what the approximate cost for digging up along
11 US-1.

12 **Mr. Leitch** said it depends on the size, approximately six to eight hundred dollars a
13 foot. He said 400 feet was a general rule of thumb.

14 **Councilmember Zegerman** asked how is the 800 dollars a foot compare to digging
15 in a 30-foot trench and laying a pipe.

16 **Mr. Leitch** said for an eight-inch pipe around 80 dollars, but it carries a lot more risk.
17 He said if you hit rock you would have to start over.

18

19 **[ITEM NO. 2 - LONG-RANGE WATER AND SEWER CAPACITY DISCUSSION]**

20 **Steve Brown**, of HDR, gave the following presentation.

21

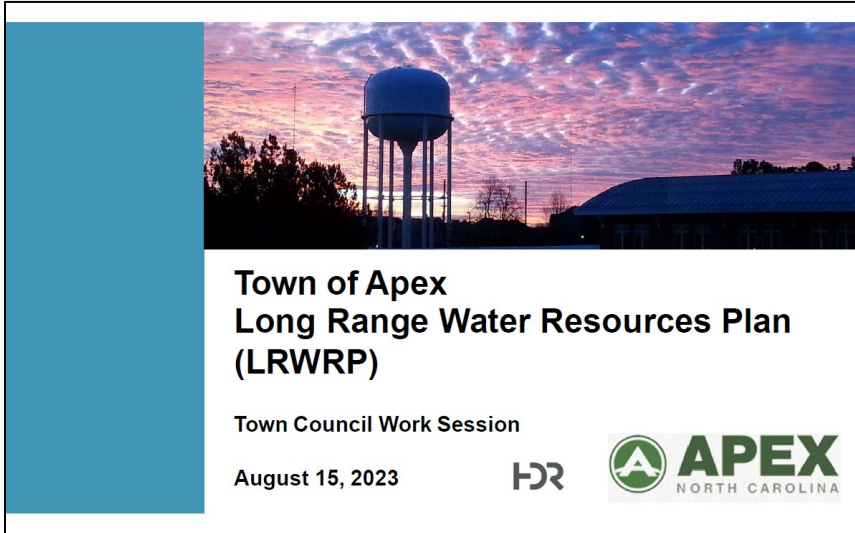
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DRAFT MINUTES

1 **[SLIDE 1]**



**Town of Apex
Long Range Water Resources Plan
(LRWRP)**

Town Council Work Session
August 15, 2023



2

3 **[Slide 2]**

Agenda


- . What is a Long Range Water Resources Plan?
- . Why does the Town of Apex need one?
- . What types of data were evaluated?
- . What were the results?
- . What are the Town of Apex’s future capacity needs?
- . Questions

4

5 **[Slide 3]**

What is a Long Range Water Resources Plan?

- Gain an updated understanding of the Town’s customer water use and wastewater flows
- Develop strategies to meet future water and wastewater capacity requirements
- Identify tactical steps to advance the Town’s LRWRP



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DRAFT MINUTES

1 [Slide 4]

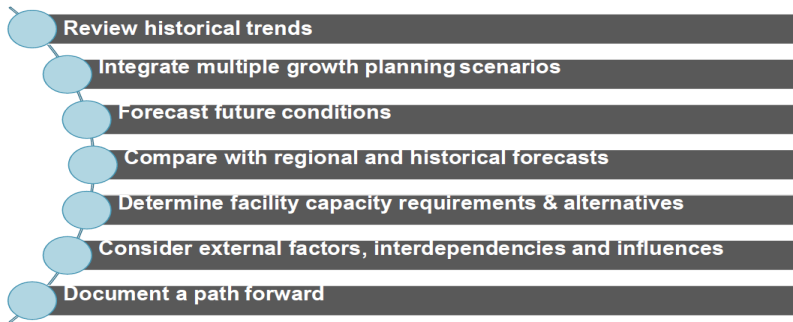
Why does the Town of Apex need a LRWRP?

- Assurance that capacity will be available to meet growth needs
 - Water supply – Jordan Lake
 - Water treatment
 - Wastewater treatment
 - Interlocal agreements
 - Regional partnerships
- Ability to effectively plan financing to meet those needs

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3 [Slide 5]

LRWRP Project Approach



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5 [Slide 6]

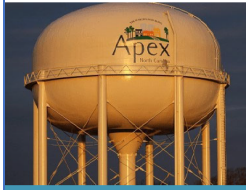


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DRAFT MINUTES

1 **[Slide 7]**



Data analysis included:

- Water distribution and wastewater collection systems
 - Existing facilities
 - Capital Improvement Plan
 - GIS
- Water and Wastewater Operations
 - Geospatial water meter data
 - CAWTF demands
 - MCWRF and WWWRf flows
- Land Use Planning
 - Advance Apex
 - CAMPO CommunityViz
 - Planning Staff – near term growth perspective

2

3 **[Slide 8]**

Takeaways from recent history (2016 to 2021)

- Water demand is increasing at a lower rate than population is
 - Population + 55% Residential demand + 50% Finished water supply + 34%
 - Residential per capita water use continues to decrease, down 4.2%
 - Annualized growth rate = 9.1%
- Single family residential is the primary driver of increased demand
- Flows are increasing primarily in the western service areas
- Little change in irrigation demand
- New development is more water efficient than older development was

4

5 **Councilmember Zegerman** asked how does 34 percent and 50 percent residential
6 differ in increased water supply.

7 **Mr. Brown** said it's the finished water supply. He said there are more uses besides just
8 residential. There is also commercial, institutional and schools, shopping center, commercial
9 development office buildings, he said your finished water supply only increases at 34 percent
10 compared to the population increases at 75, and residential increase at 50 percent, which is
11 driving the use of water.

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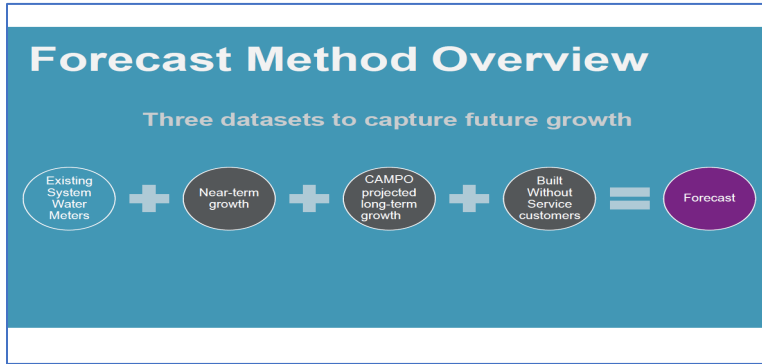
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1 [Slide 9]



2
3 **Councilmember Gantt** asked if there is an average kind of water supply for land use.

4 **Mr. Brown** said there has been a development of unit of flow factors for residential
5 per person and industrial is by square footage of building space, and commercial buildings is
6 by square footage of building plus employees, he says there are different units you can
7 apply.

8 **Councilmember Gantt** asked will a report entail certain uses within the land use that
9 maybe should be avoided. He wondered about the tradeoff between economic growth and
10 water usage, and if some usages could be supplied by this properly.

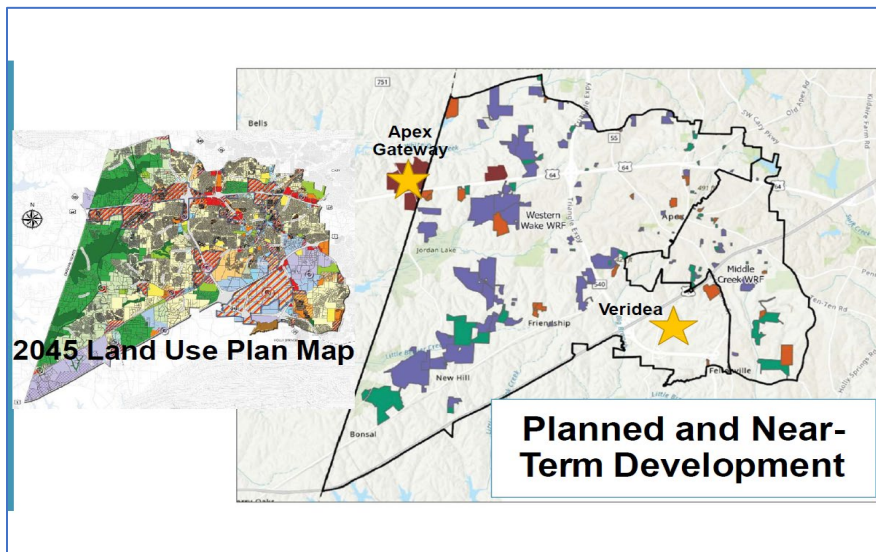
11 **Assistant Town Manager Stone** said it's better to look at how to get water to jobs,
12 rather than the other way around. He said the plan does not consider extremely heavy water
13 uses that would not be considered typical for the town in the future.

14 **Councilmember Gantt** said he assumes that every municipality deals with this issue,
15 so, he says if the town can handle a big water user it might be an advantage.

16 **Assistant Town Manager Stone** said for this report would give the town a good idea
17 of an impact that may have.

18

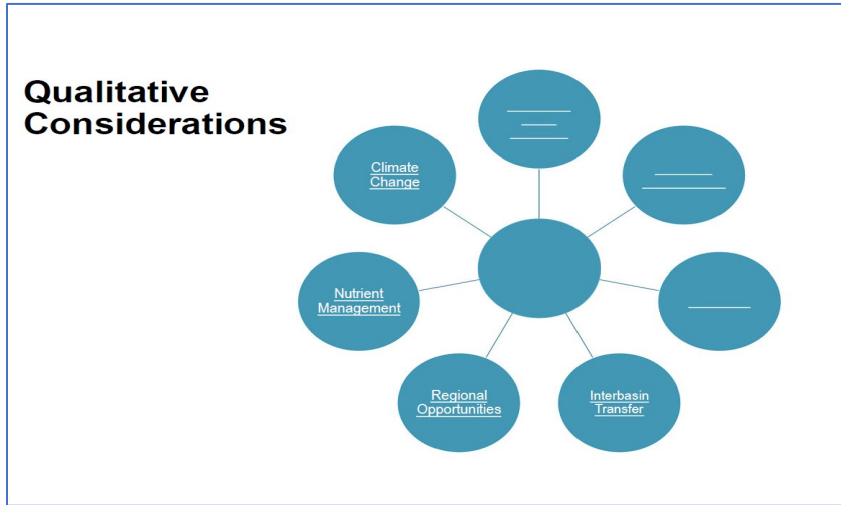
19 [Slide 10]



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DRAFT MINUTES

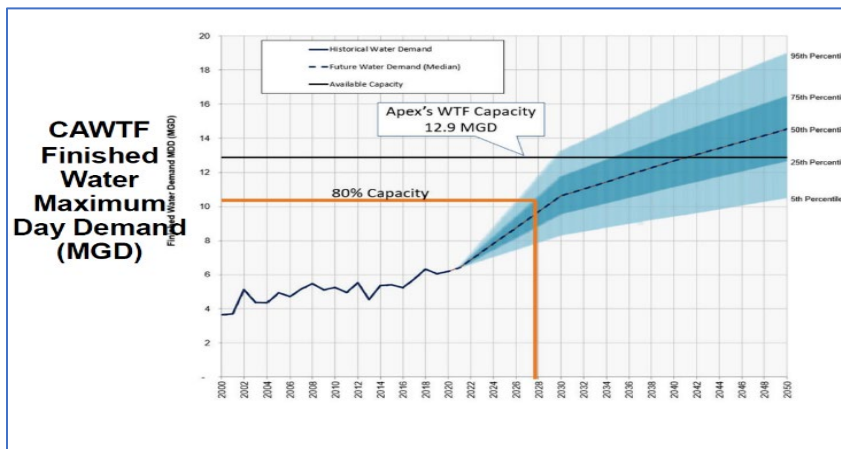
1 [Slide 11]



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6 [Slide 13]



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DRAFT MINUTES

1 **Councilmember Zegerman** asked what's happening in 2030 to make projections
2 change.

3 **Mr. Brown** said the growth of the town will build and then level off. He said there is a
4 projected slower linear increase from 2030-2050

5 **Councilmember Zegerman** said he understand there's a mark difference between
6 now and 2030 and wants to understand the direction of the model.

7 **Assistant Town Manager Stone** said the line until 2030 reflects the town's near term
8 and all the things that are already set and planned, and everything beyond 2030 there is
9 nothing to project definitively. He said you have to go back to historic data to try to project
10 from 2030 onwards what the growth may look like.

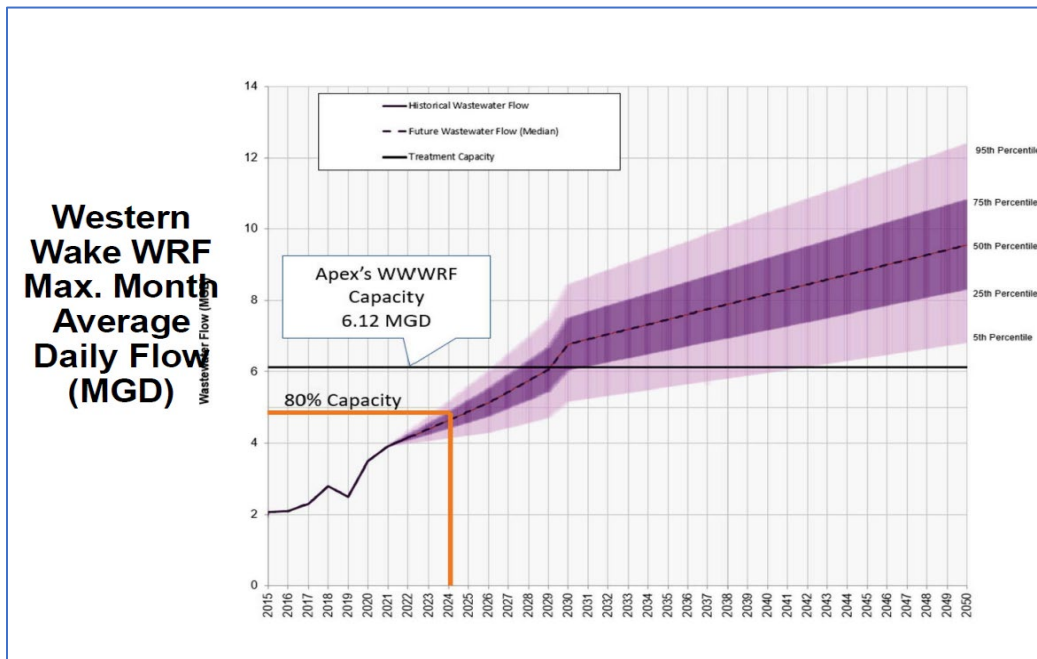
11 **Mr. Brown** said there's less opportunity for future growth.

12 **Councilmember Zegerman** asked where the increase demand is going to come
13 from.

14 **Councilmember Gray** said the model looks like it considered the statistical raise
15 between 2000 and 2020.

16 **Mr. Brown** said there is some variability in what can happen.

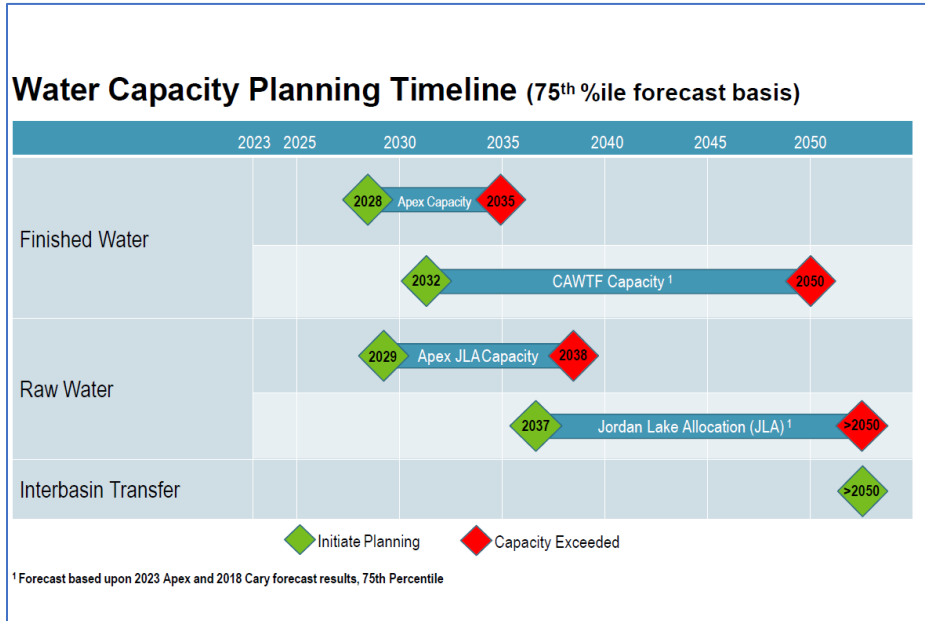
17 **[Slide 14]**



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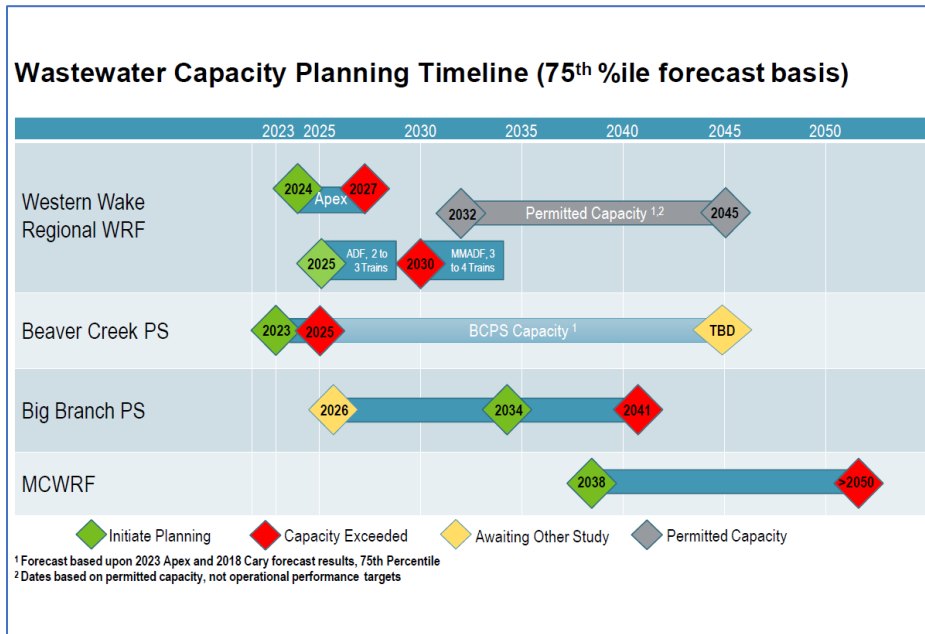
DRAFT MINUTES

1 **[Slide 15]**



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3 **[Slide 16]**



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6 **Councilmember Zegerman** said the allocation is good until 2050 but asked if the two
 7 allocations between Town of Cary and Town of Apex is a rebalancing of the two.

8 **Mr. Brown** said the overall amount is good for Cary's impacts past 2030. He said
 9 Cary's forecast was done in 2018.

10 **Councilmember Gray** asked how long can the town operate at exceeding full
 11 capacity.

DRAFT MINUTES

1 **Assistant Town Manager Stone** said that the pump station has plenty of capacity,
2 and the town is good in that regard.

3 **Councilmember Zegerman** asked what the financial impact is in terms of the cost
4 share model.

5 **Assistant Town Manager Stone** said the energy cost is based on the usage, so the
6 town is already paying for that cost. He said it may change if the town decides it needs a
7 larger percentage, because the purchase of that would have to be worked out with the Town
8 of Cary.

9 **Councilmember Gantt** asked if the reason for the close dates because the
10 developments in that are need it.

11 **Assistant Town Manager Stone** said the town should own 34% of the pump station,
12 but because of things that happened in the past they had had to cut it down to 21.3%. He
13 said there are some provisions that can allow Apex to get back to that 34%, and staff is
14 looking into that. He said the Town of Cary is paying more of the fixed cost than is
15 proportional to the usage, so they are being very good to Apex.

16 **Councilmember Gantt** asked if there are policies or grants to help encourage more
17 water savings for our residents.

18 **Mr. Brown** said that’s some of the concerns already. He said at seasonal peak the
19 water demands are usually the highest and dealing with the tier rate system. He said other
20 programs might help would be time frames.

21 **Councilmember Zegerman** said the town may can look into investing into
22 community water efficiency upgrades rather than expanding the capacity in some cases.

23 **[Slide 17]**

Key LRWRP Takeaways:

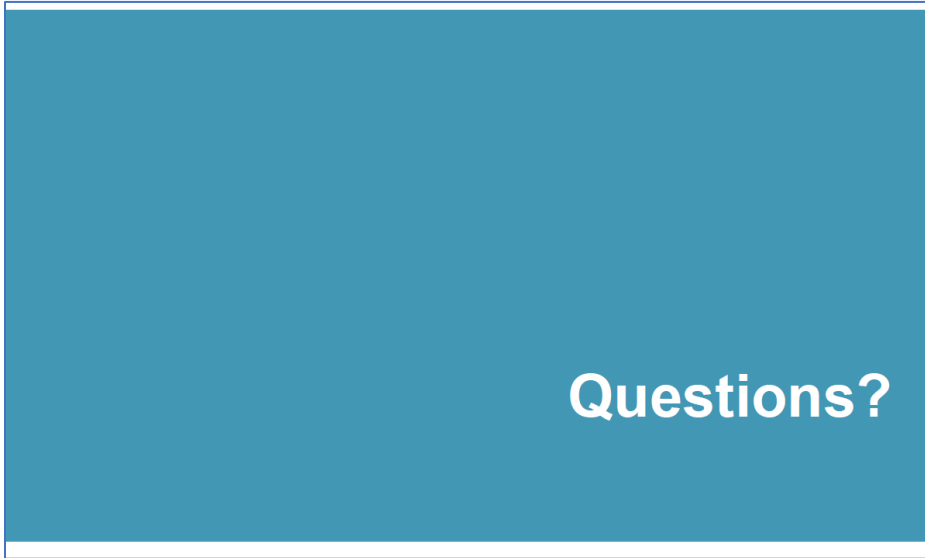
- It is time for Apex to initiate water and wastewater capacity allocation conversations with Cary
 - 2023: Beaver Creek PS (2025)
 - 2024: Western Wake WRF (2027)
 - 2027: CAWTF Finished Water (2035)
 - 2029: Raw Water Allocation (2038)
- Interbasin Transfer is adequate > 2050



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DRAFT MINUTES

1 **[Slide 18]**



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6 **[ADJOURNEMENT]**

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Mayor Gilbert adjourned the meeting at **6:17p.m.**

Jacques K. Gilbert
Apex, Mayor

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16 Allen Coleman, CMC, NCCCC
17 Apex, Town Clerk

18
19 Submitted for approval by Apex Town Clerk Allen Coleman.

20
21 Minutes approved on _____ of _____, 2023.

1 **DRAFT MINUTES**
2 **TOWN OF APEX**
3 **REGULAR TOWN COUNCIL MEETING**
4 **TUESDAY, AUGUST 22, 2023**
5 **6:00 PM**
6

7 The Apex Town Council met for a Regular Town Council Meeting on Tuesday, August 22, 2023 at
8 6:00 PM in the Council Chambers at Apex Town Hall, located at 73 Hunter Street in Apex, North
9 Carolina.

10
11 This meeting was open to the public. Members of the public were able to attend this meeting in-
12 person or watch online via the livestream on the Town's YouTube Channel. The recording of this
13 meeting can be viewed here: <https://www.youtube.com/watch?v=pQUnr8fy0Mk>
14

15 **[ATTENDANCE]**
16

17 Elected Body

- 18 Mayor Jacques K. Gilbert (presiding)
- 19 Mayor Pro Tempore Audra Killingsworth
- 20 Councilmember Brett Gantt
- 21 Councilmember Ed Gray
- 22 Councilmember Terry Mahaffey
- 23 Councilmember Arno Zegerman

24
25 Town Staff

- 26 Interim Town Manager Shawn Purvis
 - 27 Assistant Town Manager Demetria John
 - 28 Assistant Town Manager Marty Stone
 - 29 Town Attorney Laurie Hohe
 - 30 Town Clerk Allen Coleman
 - 31 Deputy Town Clerk Ashley Gentry
 - 32 Finance Director Antwan Morrison
 - 33 Planning Director Dianne Khin
 - 34 Transportation and Infrastructure Director Chris Johnson
 - 35 All other staff members will be identified appropriately below
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[SLIDE 1]



Apex Town Council Meeting

August 22, 2023

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[COMMENCEMENT]

Mayor Gilbert called the meeting to order. He acknowledged Officer Mellenberg in attendance and thanked him for ensuring everyone’s safety.

Mayor Pro Tempore Killingsworth read a statement regarding the importance of diversity, and encouraged people to observe a private moment of silence in their own tradition.

Mayor Gilbert welcomed Minister William F. Ball III, co-founder of Unity in the Community. He spoke about the issues of student and senior homelessness and poverty in Wake County. He said the organization also works to improve relations between the Police Departments in the area and their communities. He said the organization will be hosting a community event this Saturday which will provide school supplies, vaccines, health screenings, mental health support, and a mock traffic stop. He thanked the Town of Apex and David Bohm, the Executive Director of the Apex Chamber of Commerce, for their support.

Minister Ball provided the invocation for the evening.

Mayor Gilbert then led Council and those in attendance in the Pledge of Allegiance.

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21

[CONSENT AGENDA]

A **motion** was made by **Councilmember Zegerman**, seconded by **Mayor Pro Tempore Killingsworth**, to approve the Consent Agenda as presented.

25
26

VOTE: UNANIMOUS (5-0)

27
28

CN1 2023 Revised Council Meeting Calendar (REF: OTHER-2023-080)

Council voted to amend the 2023 Town Council Meeting Calendar.

30
31

CN2 Agreement - Installment Purchasing Agreement (IPA) and Resolution - Equipment and Vehicles (REF: CONT-2023-250 and RES-2023-051)

Council voted to approve an Installment Purchase Agreement (IPA) between Pinnacle Bank and the Town of Apex, with an interest rate of 3.90% for a four (4) year term, and adopt a Resolution

33

1 approving an installment financing and security agreement to finance motor vehicles and providing
2 for certain other related matters.

3 **CN3 Annexation No. 761 - Calyx Senior Living of Apex (Kobra LLC) - 7.259 acres (REF: RES-
4 2023-052, RES-2023-053, and OTHER-2023-081)**

5 Council voted adopt a Resolution Directing the Town Clerk to Investigate Petition Received, to
6 accept the Certificate of Sufficiency by the Town Clerk, and to adopt a Resolution Setting the Date of
7 a Public Hearing for September 12, 2023, on the Question of Annexation - Apex Town Council's
8 intent to annex 7.259 acres, Calyx Senior Living of Apex (Kobra LLC), Satellite Annexation No. 761
9 into the Town Corporate limits.

10 **CN4 Annexation No. 762 - The Summit (FKA Holland Road Mixed Use) - 29.4692 acres (REF:
11 RES-2023-054, RES-2023-055, and OTHER-2023-082)**

12 Council voted to adopt a Resolution Directing the Town Clerk to Investigate Petition Received, to
13 accept the Certificate of Sufficiency by the Town Clerk, and to adopt a Resolution Setting the Date of
14 a Public Hearing for September 12, 2023, on the Question of Annexation - Apex Town Council's
15 intent to annex 29.4692 acres, The Summit (formerly known as (FKA) Holland Road Mixed Use,
16 Annexation No. 762 into the Town Corporate limits.

17 **CN5 Budget Ordinance Amendment No. 6 - Purchase Order Carryovers Fiscal Year 2023
18 (REF: ORD-2023-086)**

19 Council voted to adopt Budget Ordinance Amendment No. 6 for the purchase order carryovers from
20 Fiscal Year 2023.

21 **CN6 Budget Ordinance Amendment No. 7 - Moore Street Parking (REF: ORD-2023-087)**

22 Council voted to adopt Budget Ordinance Amendment No. 7 appropriating funds to construct a
23 gravel parking lot and pedestrian improvements on Moore Street.

24 **CN7 Budget Ordinance Amendment No. 8 - Deer Creek Reimbursement (REF: ORD-2023-
25 088)**

26 Council voted to adopt Budget Ordinance Amendment No. 8 that appropriates funds to pay
27 amounts due under the second amendment to the Utility Infrastructure Reimbursement Agreement
28 with Meritage Homes of Carolinas, Inc. and authorizes a transfer of funds from the Water Sewer HB
29 463 Capital Fund to fund the payment.

30 **CN8 Capital Project Ordinance Amendment No. 2024-4 - Saunders Street and Hinton Street
31 Sidewalk Project (REF: ORD-2023-085)**

32 Council voted to adopt Capital Project Ordinance Amendment No. 2024-4 for up to \$1,075,200 in
33 federal funds reimbursement toward a total estimate cost of \$1,344.00 for utility relocation and
34 construction of South Saunders Street and Hinton Street Sidewalk, requiring a minimum 20% local
35 cost match of \$268,800.

36 **CN9 Capital Project Ordinance Amendment No. 2024-5 - Southwest Peakway Project (REF:
37 ORD-2023-089)**

38 Council voted to adopt Capital Project Ordinance Amendment No. 2024-5 appropriating \$10M in
39 supplemental grant funds for Apex Peakway construction at South Salem Street and CSX railroad
40 tracks.

41 **CN10 Council Meeting Minutes - August 8, 2023**

42 Council voted to approve, as submitted or amended, Meeting Minutes from the following meeting:
43 August 8, 2023 - Regular Town Council Meeting Minutes
44

1 **CN11 Ordinance Amendment - Chapter 20 Traffic - Section 164(42) - Wirks Worth Circle, No**
2 **Parking (REF: ORD-2023-090)**

3 Council voted to adopt an Ordinance amending Chapter 20 Traffic - Section 164 subsection (42)
4 prohibiting parking around the perimeter of the median island at the terminus of Wirks Worth Circle,
5 except within designated parking spaces.

6 **CN12 Resolution - Walden Road Abandonment (REF: RES-2023-056)**

7 Council voted approve a Resolution Supporting Abandonment of a Portion of Walden Road (SR
8 1148, Wake County) by the North Carolina Department of Transportation.

9 **CN13 Rezoning Case No. 23CZ10 - Salem Church Road Parcels - Statement and Ordinance**
10 **(REF: ORD-2023-091)**

11 Council voted to approve Statement of the Town Council and Ordinance for Rezoning Application
12 No. 23CZ10, Salem Church Road Parcels, Carl Helton, Sundance of NC, LLC, petitioner, for the
13 properties located at 1529, 1531, 1535 Salem Church Road (PINs 0743818238, 0743819289,
14 0743911218).

15 **CN14 Rezoning Case No. 23CZ12 - Sweetwater PUD Amendment - Statement & Ordinance**
16 **(REF: ORD-2023-092)**

17 Council voted to approve Statement of the Town Council and Ordinance for Rezoning Application
18 No. 23CZ12, Sweetwater PUD Amendment, David Schmidt, ExperienceOne Homes, LLC, petitioner,
19 for the properties located at, 0 Core Banks St and 0 Little Gem Ln (PINs 0722441499 and
20 0722441386).

21 **CN15 Speed Limit Concurrence - North Carolina Department of Transportation (NCDOT) -**
22 **James Street West of S. Hughes Street, 25mph (OTHER-2023-083)**

23 Council voted to approve a North Carolina Department of Transportation (NCDOT) Certification of
24 Municipal Declaration to Enact Speed Limits and Request for Concurrence for a 25-mph speed limit
25 on SR 1157 (James St) between 0.14 mile west of SR 1153 (Tingen Rd) and SR 1158 (S Hughes St)
26 within Apex municipal limits.

27 **CN16 Tobacco Road Place - Fee-In-Lieu (FIL)**

28 Council voted to recommend a Fee-In-Lieu (FIL) of dedication for Tobacco Road Place.
29

30 **[REGULAR MEETING AGENDA]**

31
32 A **motion** was made by **Councilmember Gray**, seconded by **Councilmember Mahaffey**, to
33 approve the Regular Meeting Agenda as presented.
34

35 **VOTE: UNANIMOUS (5-0)**
36

37 **[PUBLIC FORUM] (NOTE: To view Public Forum and Public Hearing sign in sheets, please see**
38 **OTHER-2023-084)**
39

40 First to speak was **Kurt Kuechler** of 2721 Silver Stirrup Lane:
41

42 "I just wanted to start off by thanking the Town Council and the Mayor again for allowing me to
43 speak and say what's on their mind, issues they feel are important. But also, I'd like to thank everyone
44 that attended the workshop a couple weeks ago at the high school. It was much appreciated that

1 you showed up and listened to some folks. Hopefully you had a great time, hopefully you learned
2 something, but I'm not done with you yet, there's another one coming up on the 30th, a little over a
3 week from now, come again. There may be new people there, there may be the same people you
4 talked to before and you want to flesh out discussions you may have had at the time, but please if
5 you've come once, come again. Now, those of you that didn't come the first time. I was talking to
6 Jacques the other day and I gave him a pass, and I'm quick to give out free passes. I'm not so quick
7 to give out a second. So please, if you didn't show up, please come again. I know y'all have a very
8 tough job. You're always sitting up here every meeting, every week, every month, trying to solve
9 everybody's problems, trying to make everybody happy, right. I'm most concerned tonight about
10 development. As issues of development come up, Jeff's here, happens almost every meeting, you're
11 faced with decision to be made about development. My viewpoint is you have two playbooks. One
12 is the Land Use Map, the other is the UDO. Those are your guiding principles. The workshop is
13 what's helped guide potential revisions to the current land use map. But the UDO is something, it's a
14 big thick document, there's lots of sections in there, there's lots of detail, how wide a road should be,
15 how tall a sign can be, all sorts of detail. But throughout the UDO, there's sections where it states
16 purpose, why this portion of the UDO exists. Hopefully Allen, you guys got all the papers, I'll give you
17 a second to read that, but you'll notice I underlined the word "incompatible". I think we all know the
18 definition of incompatible, that's easy. It's when you put it into use, when you're starting to evaluate
19 two items, whether something is compatible or incompatible. There's two ways to do that in my
20 opinion. One is your own personal bias. You just have a raw feeling. The other is to show up in the
21 community and talk to people and hear what their issues are. Thank you."

22
23 **Mayor Gilbert** thanked Mr. Kuechler for his comments.

24
25 Next to speak was **Lucas Downen** of 512 Wanderview Lane:

26
27 "First and foremost, I want to thank the leadership for what you guys have done. For those who don't
28 know me, I'm Lucas Downen, I'm one of the MIP Ambassadors for the Mayor's Internship Program.
29 On August 8th, Russia did a phenomenal job talking about it. But why I joined is because I feel like
30 this is a great opportunity for me to work with the Mayor and everyone else. But I'm going to be a
31 Senior at Middle Creek High School, if you guys don't know who I am. But first I want to thank
32 everyone for being here, this is important to me for all you guys to be here, especially everyone who
33 wants to listen to what's going on in the town. I wanted to thank Allen Coleman for letting us come
34 back since August 8th. Thank you everyone for being here, and I'm looking forward to working with
35 you guys soon. I know you guys have seen us at Juneteenth before, but I'm looking forward to
36 working you guys this Saturday or whenever, and I want to thank everybody for being here, and let's
37 have a good time this weekend, have a good Town Council Meeting, thank you."

38
39 Next to speak was **Mark Mohabir** of 108 Fanwood Court.

40
41 "Good evening, honorable Councilmembers and our distinguished Mayor Gilbert. My name is Mark
42 Mohabir, 1080 Fanwood Court. I was at the last regular Town Council session on August 8th, I was
43 here before you with my neighbor Michael Kolsar to ask this body for your help to rectify a kudzu
44 infestation problem that is stifling tall trees behind our houses, and threatening to weaken them and

1 make them susceptible to storms and high winds, which can cause them to fall on our houses. In fact,
2 one of these trees actually did fall, a few short feet from another house, a few days before we
3 appeared before you. This evening though, I'm here to applaud the rapid response from you, Mayor
4 Gilbert, and your Council, to send a team down to view the situation, and the next day they returned
5 with machinery to cut the kudzu around the roots of the trees, thus preserving them, and causing the
6 kudzu vines that had already arrived at the top of the canopy, to begin to die. Your actions, as small
7 and relatively insignificant this may be to some of the other big things that you do, it has instilled
8 confidence in a new transplant like my wife and me, to Apex. And it shows that the process works,
9 when an issue is presented before this Council by the citizenry, I have more confidence now that it
10 will be assessed immediately and resolved quickly. Having seen this, I thought it was important to
11 share my experience, and to thank you all in person. Thank you."

12
13 **Mayor Gilbert** asked Town Clerk Coleman which staff members were responsible for the
14 response.

15 **Town Clerk Coleman** said Dianne Khin and Shawn Purvis, among others.

16 **Interim Town Manager Purvis** said Joe Assistant Town Manager Stone worked with Joe
17 Curtin, Phillip Barnes, and Eddie Vaughan and the town handled the issue on their property, and Mr.
18 Curtin worked with the HOA to address the issue on their property.

19 **Mayor Gilbert** led a round of applause for those that assisted.

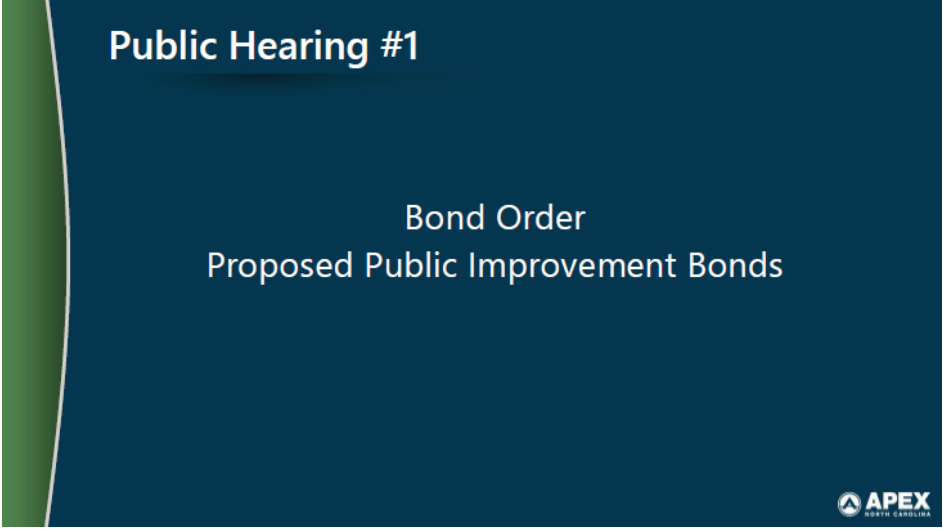
20
21 With no more signups, **Mayor Gilbert** closed Public Forum.

22
23 **[PUBLIC HEARING]**

24 **PH1 Bond Order - Proposed Public Improvement Bonds (REF: ORDER-2023-003)**

25 **Director Morrison** gave information regarding the purpose of holding a public hearing for
26 this item.

27 **[SLIDE 2]**



28
29
30 **Councilmember Gray** wanted to clarify that this was presented and discussed at the last
31 meeting as New Business, so that's why there was not a full presentation tonight.

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

1 **Mayor Gilbert** opened Public Hearing for this item. With no one signed up, he closed Public
2 Hearing.

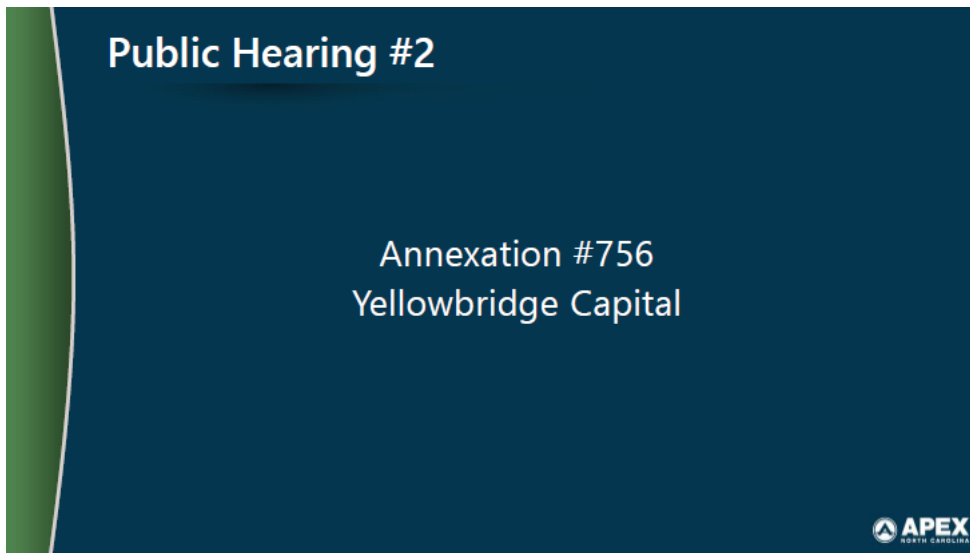
3
4 A **motion** was made by **Mayor Pro Tempore Killingsworth**, seconded by **Councilmember**
5 **Zegerman**, to adopt the Bond Order for Proposed Public Improvement Bonds.

6
7 **VOTE: UNANIMOUS (5-0)**

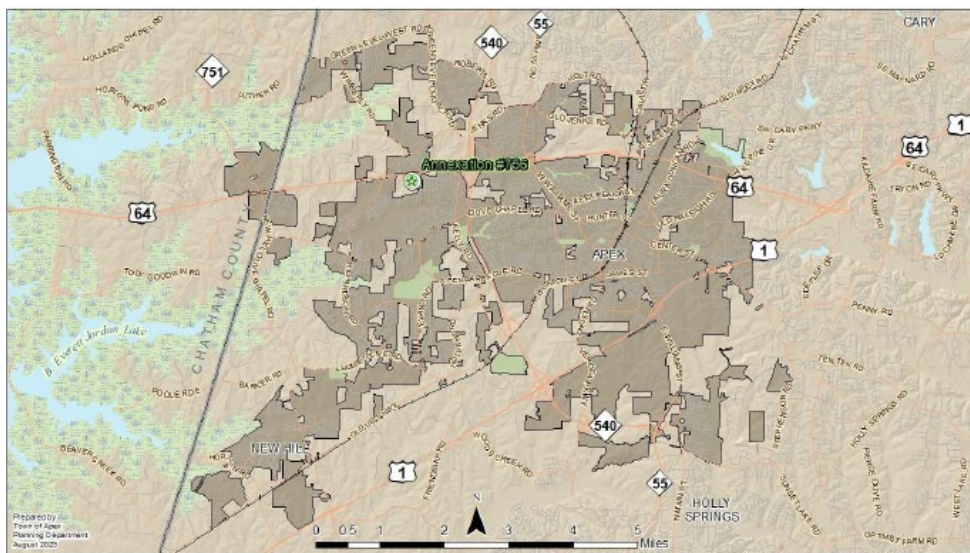
8
9 **PH2 Annexation No. 756 - Yellowbridge Capital - 52.375 acres (REF: ORD-2023-093)**

10 **Director Khin** gave the following presentation regarding Annexation No. 756 - Yellowbridge
11 Capital.

12 **[SLIDE 3]**



13
14 **[SLIDE 4]**

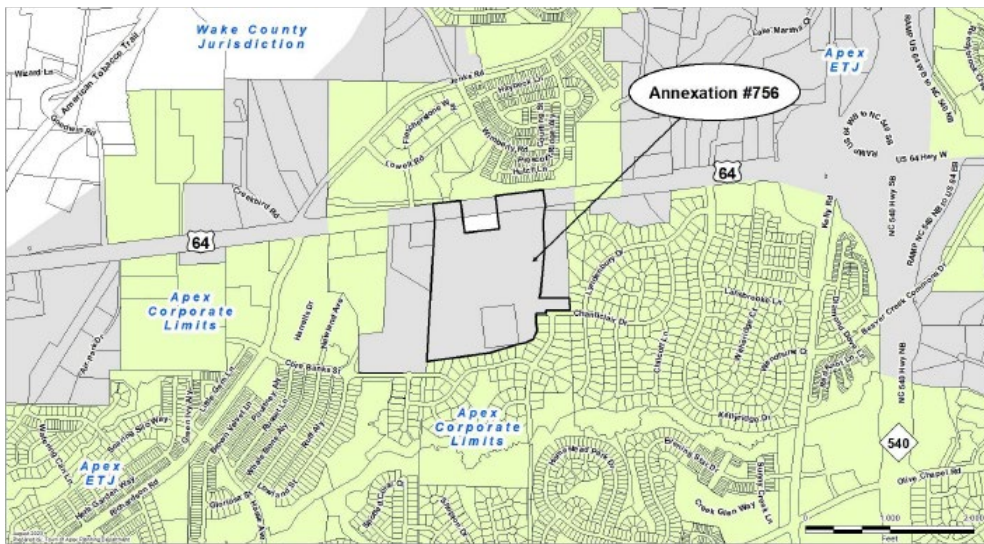


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17 **[SLIDE 5]**



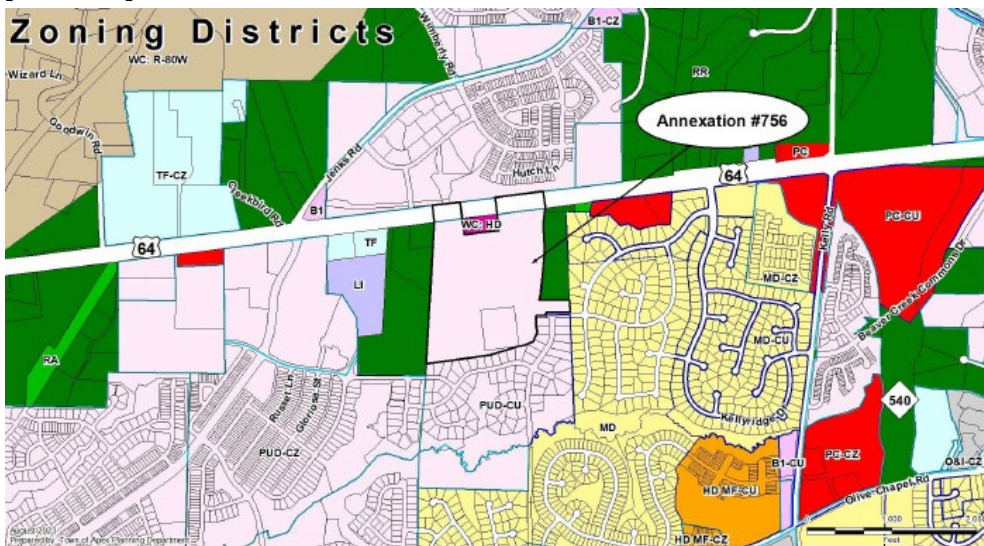
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[SLIDE 6]



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[SLIDE 7]



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Councilmember Mahaffey asked if the issue with the portion of the road had been resolved.

1 **Ms. Khin** she was not sure, but that it would be between the two property owners. She said
2 they would not sign a final plat until it was resolved, since the structure could not be built until then.

3 **Councilmember Mahaffey** wanted to ensure that wouldn't be a huge issue, since that one
4 area had been annexed with the other development.

5 **Ms. Khin** said that was correct.

6
7 **Mayor Gilbert** opened up Public Hearing for this item. With no one signed up, he closed
8 Public Hearing.

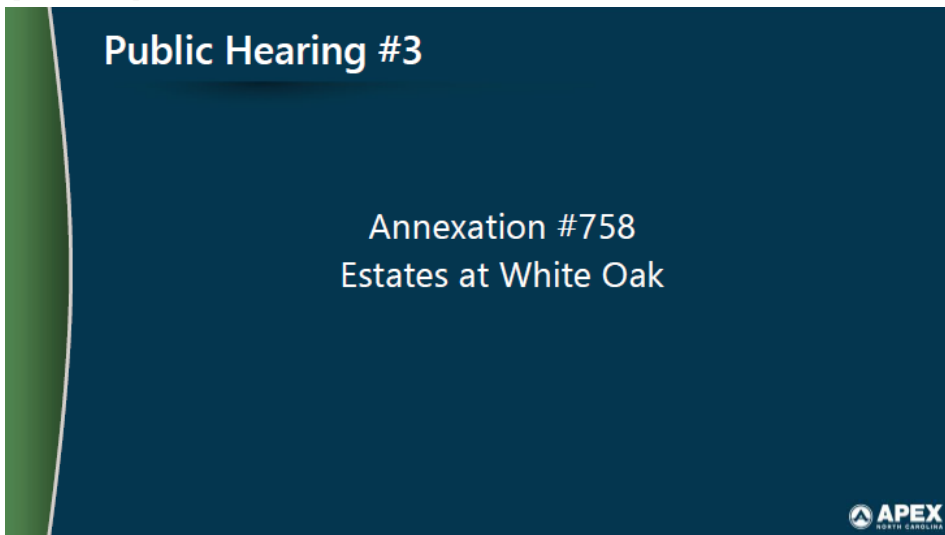
9
10 A **motion** was made by **Councilmember Gantt**, seconded by **Councilmember Gray**, to
11 approve Annexation No. 756 - Yellowbridge Capital.

12 **VOTE: UNANIMOUS (5-0)**

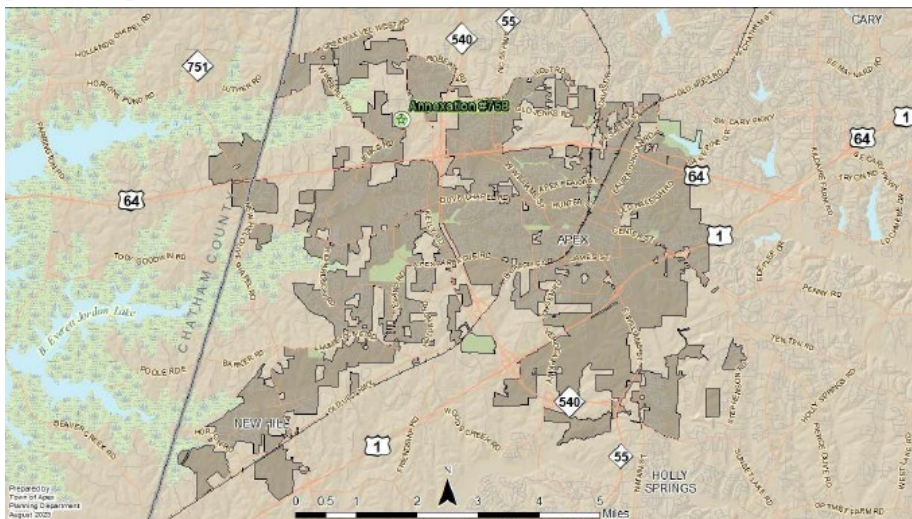
13
14 **PH3 Annexation No. 758 - Estates at White Oak - 9.186 acres (REF: ORD-2023-094)**

15 **Director Khin** gave the following presentation regarding Annexation No. 758 - Estates at
16 White Oak.

17 **[SLIDE 8]**



18
19 **[SLIDE 9]**



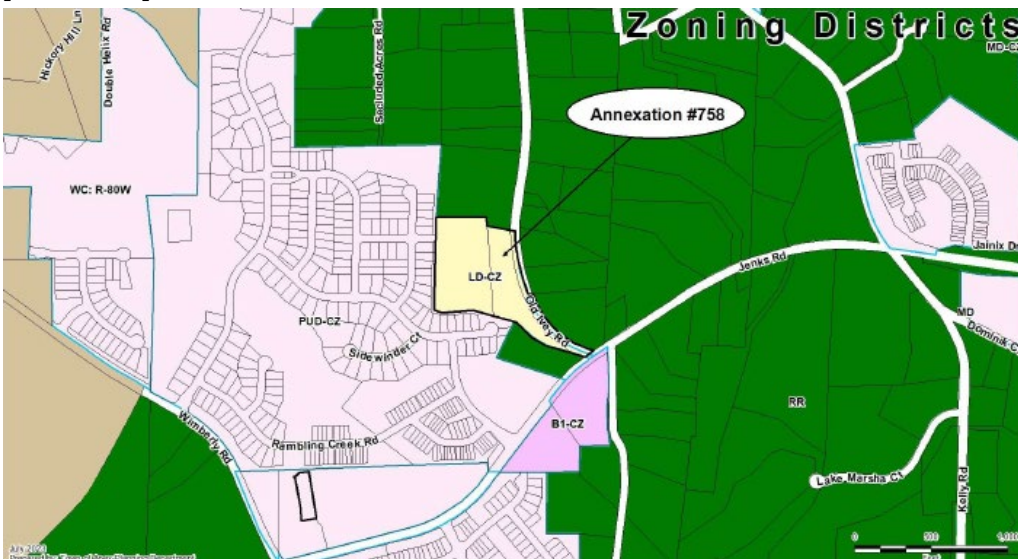
1 [SLIDE 10]



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3 [SLIDE 11]



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5 [SLIDE 12]



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Mayor Gilbert opened up Public Hearing for this item. With no one signed up, he closed Public Hearing.

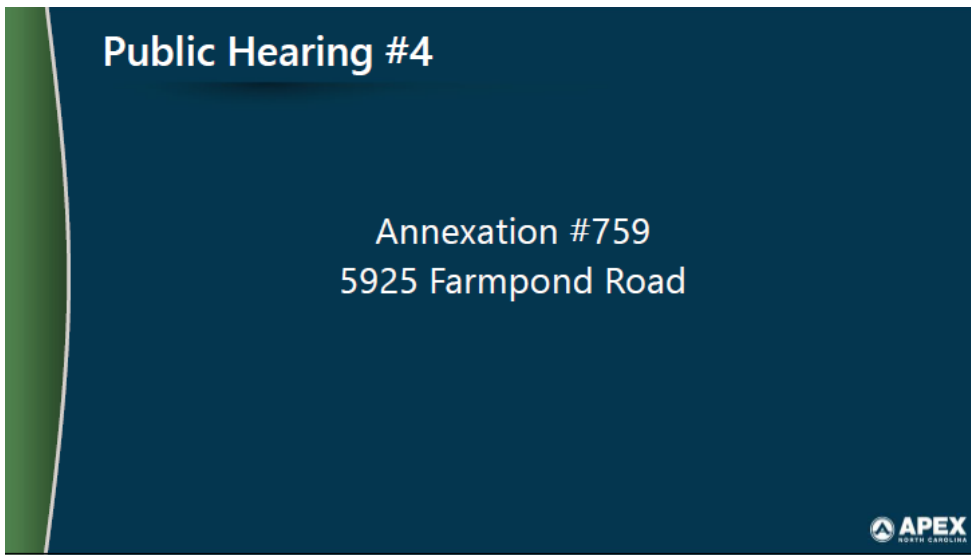
A **motion** was made by **Councilmember Zegerman**, seconded by **Councilmember Mahaffey**, to approve Annexation No. 758 - Estates at White Oak.

VOTE: UNANIMOUS (5-0)

PH4 Annexation No. 759 - 5925 Farmpond Road - 2.747 acres (REF: ORD-2023-095)

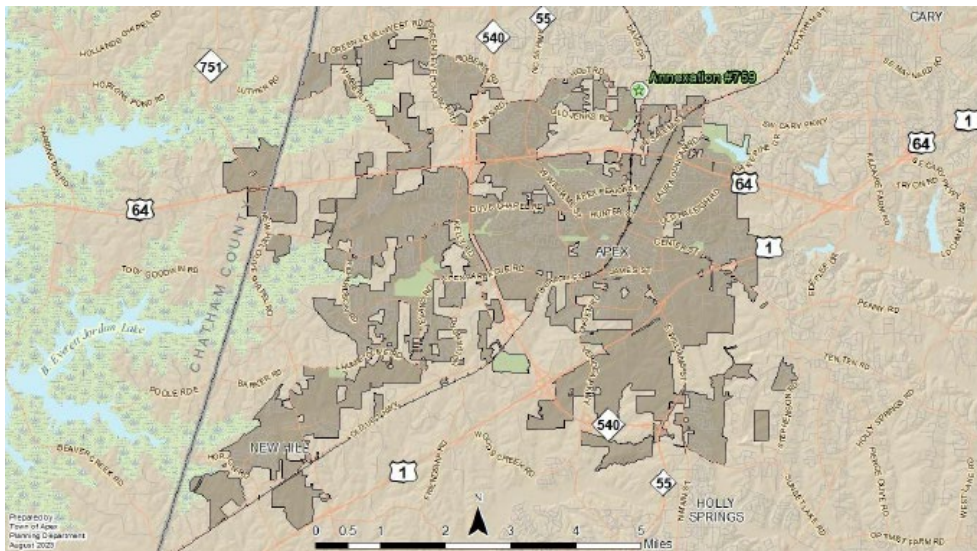
Director Khin gave the following presentation regarding Annexation No. 759 - 5925 Farmpond Road.

[SLIDE 13]



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[SLIDE 14]

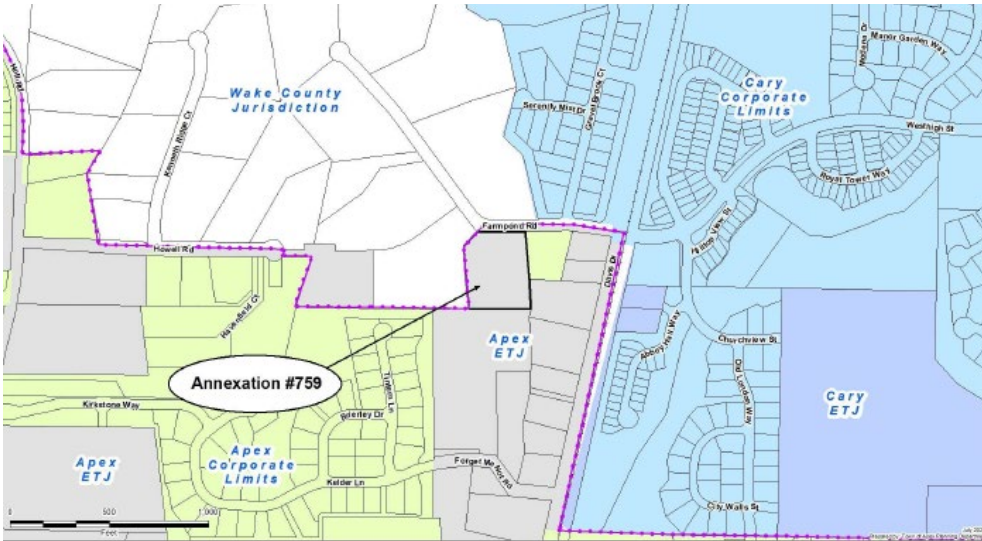


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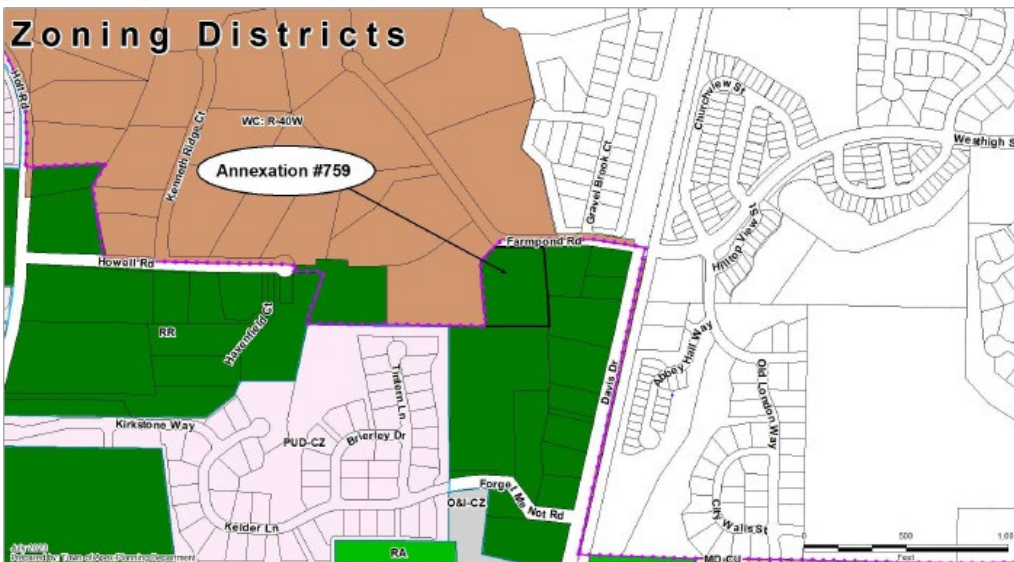
1 [SLIDE 15]



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3 [SLIDE 16]



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6 [SLIDE 17]



1 **Mayor Gilbert** opened up Public Hearing for this item. With no one signed up, he closed
2 Public Hearing.

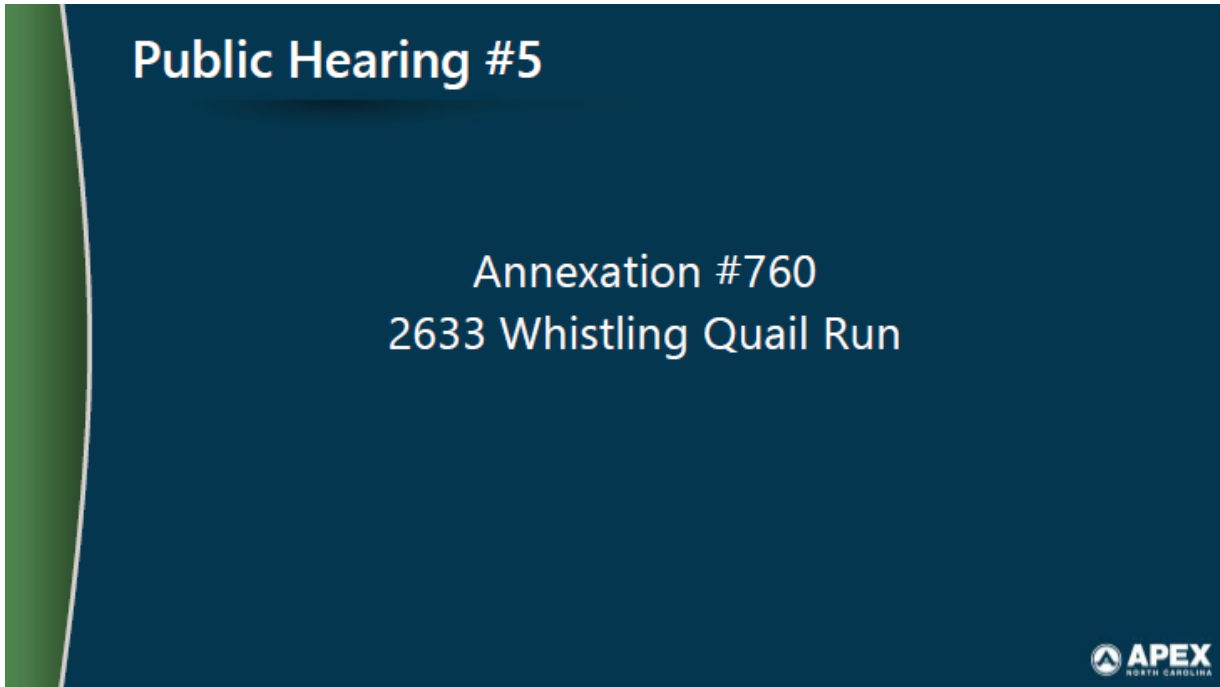
3
4 A **motion** was made by **Councilmember Gray**, seconded by **Councilmember Zegerman**, to
5 approve Annexation No. 759 - 5925 Farmpond Road.

6
7 **VOTE: UNANIMOUS (5-0)**

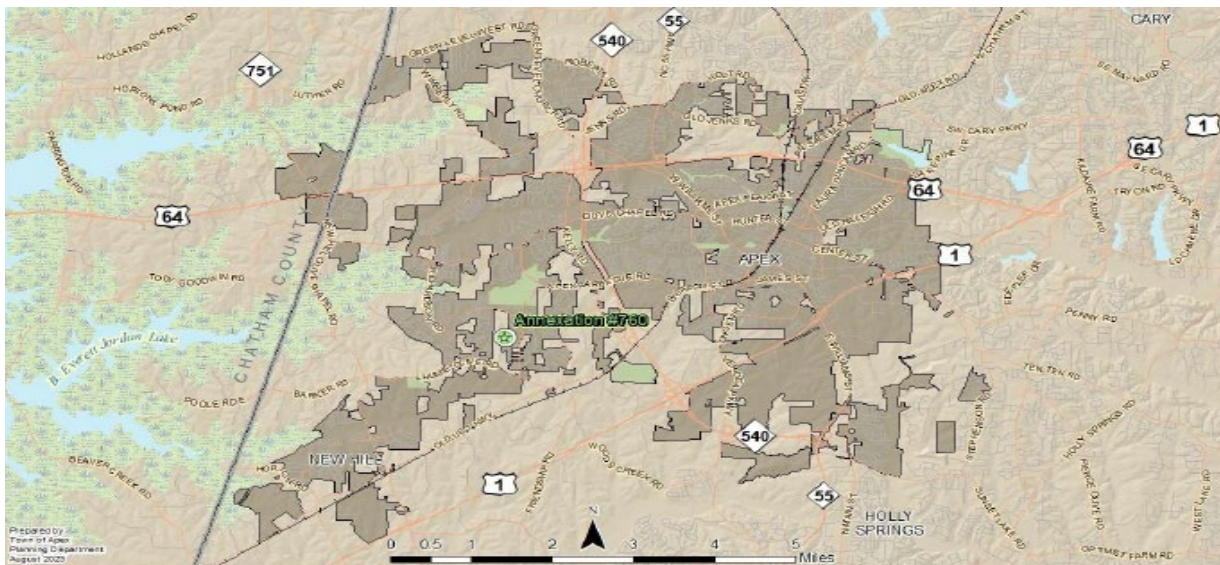
8
9 **PH5 Annexation No. 760 - 2633 Whistling Quail Run - 3.806 acres (REF: ORD-2023-096)**

10 **Director Khin** gave the following presentation regarding Annexation No. 760 - 2633
11 Whistling Quail Run.

12 **[SLIDE 18]**



14 **[SLIDE 19]**



1 [SLIDE 20]



2
3 [SLIDE 21]



4
5 [SLIDE 22]



6
August 2023
Prepared by: Town of Apex Planning Department

1 **Councilmember Gantt** said these residents are always nervous about approaching
2 development, and was wondering if this annexation would further that or if this would be more an
3 administrative thing.

4 **Director Khin** said this would not trigger a road connection. She said this property could
5 potentially do an exempt subdivision plan, but planning has no knowledge of that being planned.

6 **Councilmember Gantt** if there was a road easement on the bottom of this.

7 **Director Khin** said it was a paver road, she said it was not accepted by NCDOT, so it was
8 never built, it is just on a map.

9 **Councilmember Gantt** asked if there was a stub on the other side.

10 **Director Khin** said yes.

11
12 **Mayor Gilbert** opened up Public Hearing for this item. With no one signed up, he closed
13 Public Hearing.

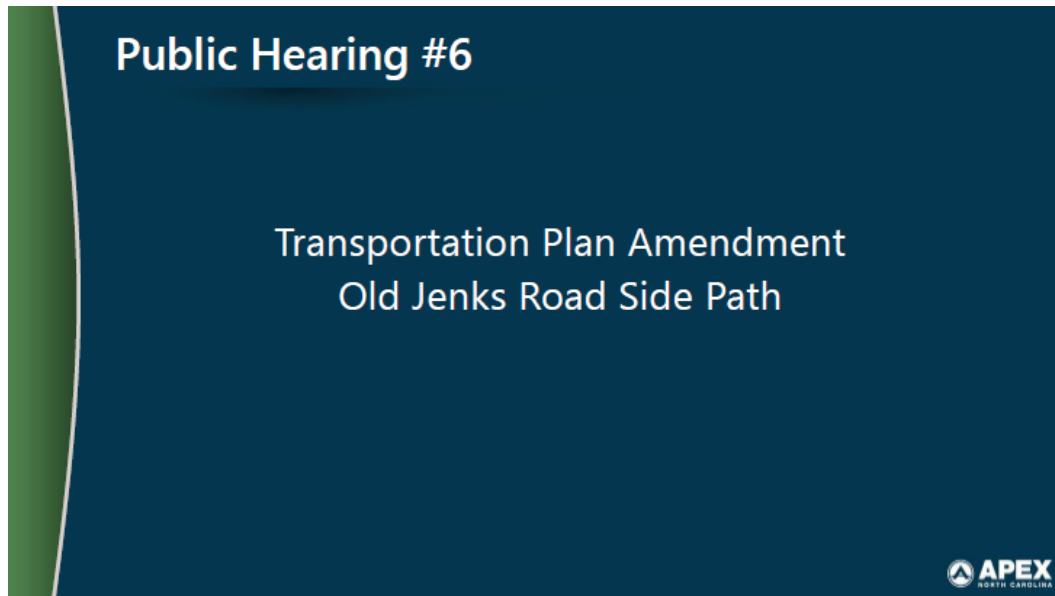
14
15 A **motion** was made by **Councilmember Mahaffey**, seconded by **Councilmember Gantt**, to
16 approve Annexation No. 760 - 2633 Whistling Quail Run.

17
18 **VOTE: UNANIMOUS (5-0)**

19
20 **PH6 Transportation Plan Amendment - Old Jenks Road Side Path**

21 **Jenna Shouse**, Senior Long-Range Planner, gave the following presentation regarding the
22 Transportation Plan Amendment for Old Jenks Road Side Path.

23 **[SLIDE 23]**



1 [SLIDE 24]



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Councilmember Zegerman asked if this was part of the Capital Improvement Plan yet.

Ms. Shouse said no, right now it was just adding to the Bicycle and Pedestrian Plan Map.

Councilmember Gantt said it could be part of one of the school projects, but it would not fall within the price threshold to be its own project. He asked if this was included in the rankings.

Ms. Shouse said yes, and it would be changed to have a side path included rather than a sidewalk.

Councilmember Mahaffey asked if staff has heard from the principals of the schools about the need for this bigger connection.

Ms. Shouse said she has met with both principals, and most people who walk or bike to school take the route to the side of the school, but this would give additional route on the front. She said she has not heard a recent request from the principal.

Mayor Gilbert opened up Public Hearing for this item. With no one signed up, he closed Public Hearing.

A **motion** was made by **Mayor Pro Tempore Killingsworth**, seconded by **Councilmember Gantt**, to approve the Transportation Plan Amendments for the Old Jenks Road Side Path.

VOTE: UNANIMOUS (5-0)

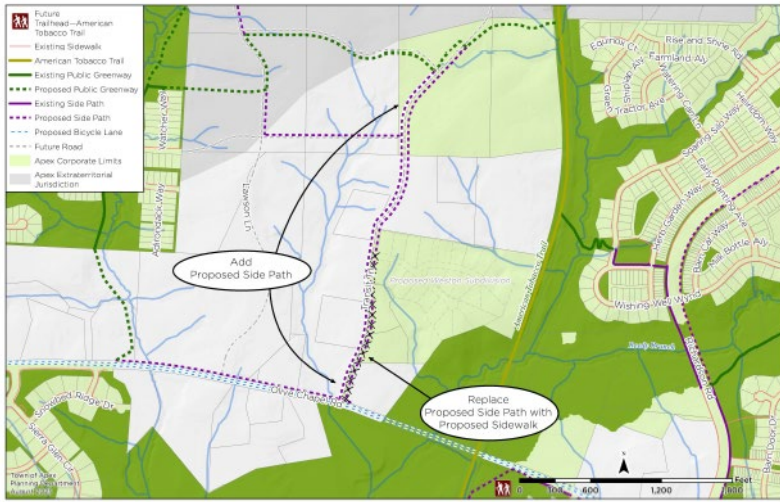
PH7 Transportation Plan Amendment - Transit Trail Side Path

Ms. Shouse gave the following presentation regarding the Transportation Plan Amendment for the Transit Trail Side Path.

1 [SLIDE 25]



2
3 [SLIDE 26]



4
5 **Mayor Gilbert** opened up Public Hearing for this item. With no one signed up, he closed
6 Public Hearing.

7
8 **Councilmember Zegerman** said he does have some heartburn over this, as he expressed at
9 the June 27th meeting. He said he doesn't like giving one developer a pass, and moving the trail to
10 the other side of the road to make it someone else's problem. He said he does not like the
11 placement of this side path with the sidewalk. He said for the sake of consistency with his previous
12 position, he would be voting against this amendment.

13
14 A **motion** was made by **Councilmember Mahaffey**, seconded by **Mayor Pro Tempore**
15 **Killingsworth**, to approve the Transportation Plan Amendment for the Transit Trail Side Path.

16
17 **VOTE: 4-1, Councilmember Zegerman dissenting**


18
19 **PH8 Transportation Plan Amendment - Utley Farms Local Connector and Side Path**

20 **Ms. Shouse** gave the following presentation regarding the Transportation Plan Amendment
21 for Utley Farms Local Connector and Side Path.

1 [SLIDE 27]

Public Hearing #8

Transportation Plan Amendments Utley Farms Local Connector and Side Path



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3 [SLIDE 28]

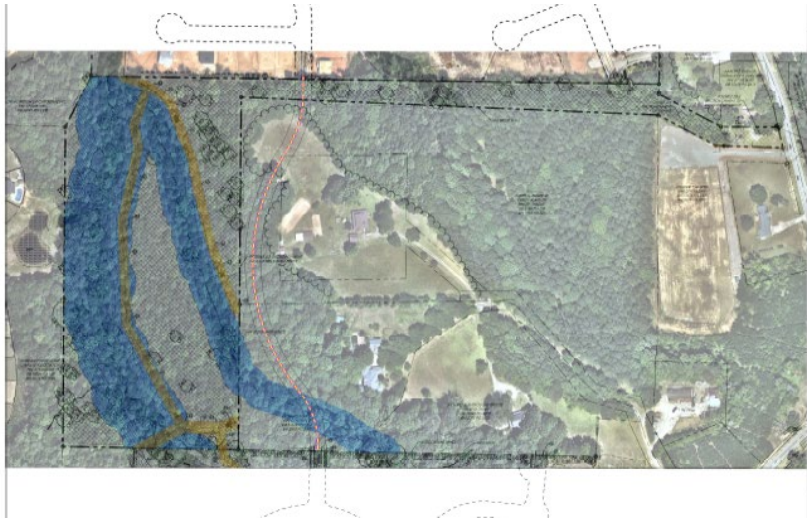


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1 [SLIDE 29]



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3 [SLIDE 30]



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5 [SLIDE 31]



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Councilmember Zegerman asked how set staff was on this particular route, and could an alternate route be considered, considering planned future development and resident concerns.

Ms. Shouse said when the property is developed, the alignment likely wouldn't be this exact configuration as the developer would have to connect the stubs. She said avoiding existing structures in the proposed path gets to the point that the structures are unlikely to be there if it redevelops in the future.

Councilmember Zegerman wanted to clarify that the town wants a road and side path between the two stubs, but the exact path would depend on the development that comes in.

Ms. Shouse said that was correct.

Councilmember Mahaffey said it was typical for transportation plan amendments to come with redevelopments.

Councilmember Zegerman said he just wanted to make sure they weren't being oblivious to the concerns of the residents.

Councilmember Mahaffey said this route could only be built in the residents in question allowed the path to be built on their property. If they didn't want to do it, it couldn't happen. He said sometimes property owners get scared and think something is coming soon, but this plan is more about the long-range.

Mayor Gilbert opened up Public Hearing for this item. With no one signed up, he closed Public Hearing.

A **motion** was made by **Councilmember Gray**, seconded by **Councilmember Mahaffey**, to approve the Transportation Plan Amendments for the Utley Farms Local Connector and Side Path.

VOTE: UNANIMOUS (5-0)

1 [NEW BUSINESS]

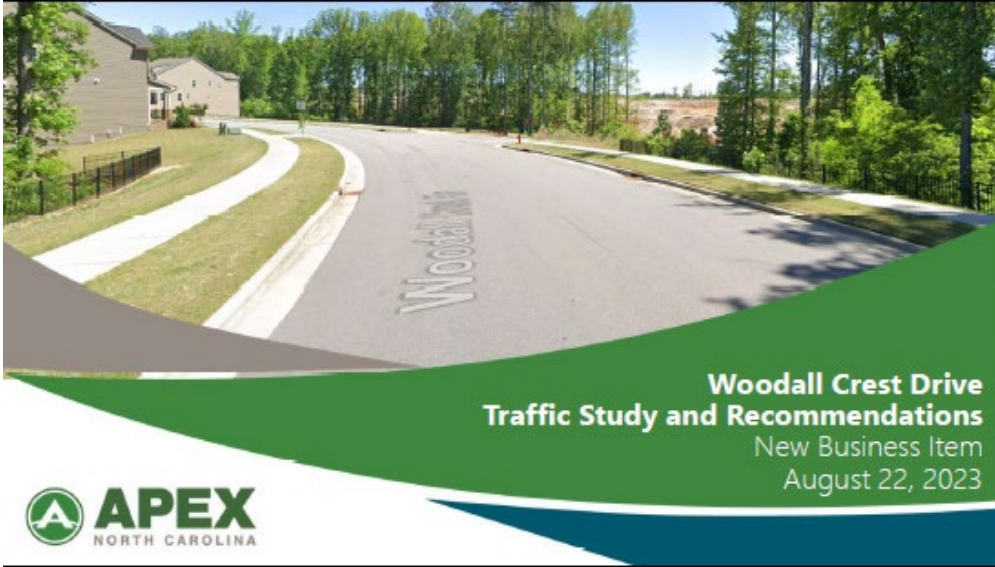
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4 **NB1 Traffic Safety - Woodall Crest Drive**

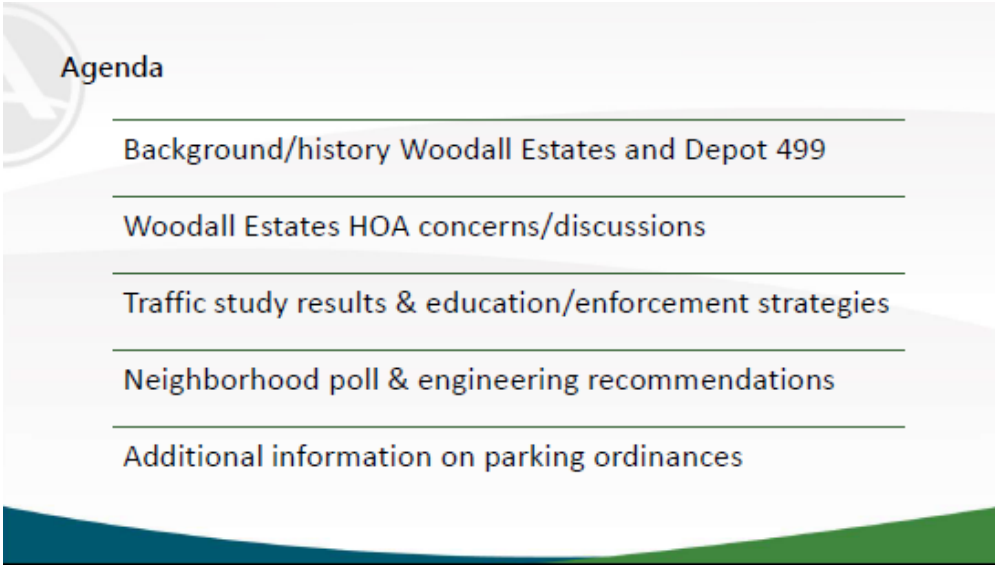
5 **Chris Johnson**, Director of Transportation and Infrastructure Development, and **Russell**
6 **Dalton**, Traffic Engineering Manager, gave the following presentation regarding traffic safety on
7 Woodall Crest Drive.

8 [SLIDE 33]



9

10 [SLIDE 34]



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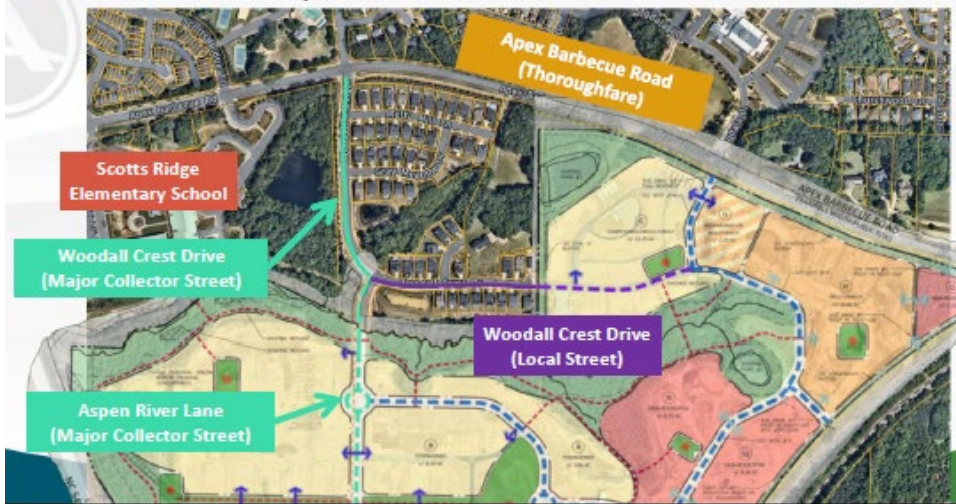
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1 **[SLIDE 35]**

Woodall Estates & Depot 499



2
3 **[SLIDE 36]**

Woodall Crest Drive (2020-2021)

- Depot 499 proposed to extend Aspen River Lane south and Woodall Crest Drive east to fulfill connectivity requirements
- Woodall Estate residents expressed concerns about future increased traffic impacts on ped/bike activity and intersection operations
- Resident requested to reconsider the 35 mph speed limit for short Woodall Crest Drive Major Collector Street segment
 - Following review, staff reduced to 25 mph for all of Woodall Crest Drive

4
5 **[SLIDE 37]**

Woodall Crest Drive (2023)

- Woodall Estates HOA requested changes along Woodall Crest Drive (Major Collector Street) following accident at Metta Mill Lane. Items discussed included:
 - Striped bike lanes
 - Parking restrictions
 - More marked crosswalks
 - Lower speed limits
 - Traffic calming
- Staff reviewed existing/future conditions and resident requests
- Staff conducted speed study of Woodall Crest Drive (pre-connection to Depot 499)

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1 [SLIDE 38]

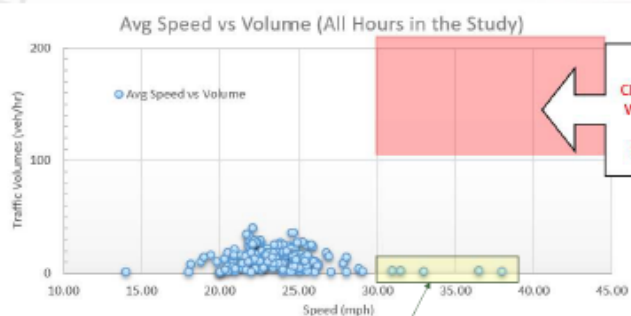
Woodall Crest Drive Speed Study (6/7-6/16/23)

- Average of 269 vehicles/day
- Average speed 23.5 mph
- 85th-percentile speed 29 mph
- 11.4% of vehicles > 30 mph
 - (5.1% of these are trucks)
- Follow-up study recommended within a year of streets being opened to Depot 499



2 [SLIDE 39]

Woodall Crest Drive Speed Study (6/7-6/16/23)



AREA OF CHART THAT WARRANTS TRAFFIC CALMING

Note: Major Collector Street not eligible for traffic calming devices

Education and enforcement measures recommended for small sample of higher speeds

4 [SLIDE 40]

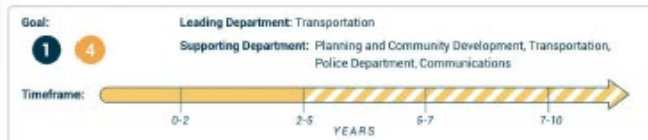


Vision Zero Education Strategies

Create a social media campaign with appropriate traffic messages that targets the following 5 most relevant concerns identified through public input: (1) Speeding and Traffic Calming, (2) Pedestrian and Bicycle Safety, (3) Distracted Driver / Behavior Programs, (4) Safe Routes to School, (5) Young Driver / Passenger Safety.



Create a safety education team that will engage in traffic safety outreach and education to community groups (schools, churches, HOAs, and Town staff), and will be supported by the social media campaign and safe traffic messaging.



1 [SLIDE 41]



Vision Zero Enforcement Strategies

Target enforcement on the high injury network, and target the most dangerous driving behavior.

Goal: 3

Leading Department: Police Department
Supporting Department: Transportation

Timeframe: 0-2, 2-5, 5-7, 7-10 YEARS

2
3 [SLIDE 42]

Woodall Crest Drive Bike Lanes




Woodall Estates HOA Poll

- 25 of 51 households responding
- 17 in favor of bike lanes (68%)
- 8 not in favor (32%)

Major Collector Street Lane With/Without Bike Lane Symbols

4
5 [SLIDE 43]

Engineering Recommendations

- Designate bike lanes along Woodall Crest Drive between Apex Barbecue Road and Aspen River Lane with planned Major Collector Street lane markings
- Add stop bars & crosswalks at existing stopped approaches to Woodall Crest Drive and Aspen River Lane
- Add high-visibility signed & marked crosswalk across Woodall Crest Drive
- Enhance Shared Use Path crosswalk to high visibility at existing stopped approach to Apex Barbecue Rd



6
7

1 [SLIDE 44]

Parking Ordinances

- The Apex Code of Ordinances prohibits various parking behaviors, such as parking closer than 30 feet from intersection or leaving less than 10 feet from the side of the parked vehicle the marked street centerline
- However, the ordinances do not specifically prohibit parking in bike lanes, so an ordinance amendment may be needed in certain instances to enforce parking that happens to occur within a bike lane

2
3 **Councilmember Gantt** asked if there was also no state law saying parking in bike lanes was
4 illegal.

5 **Mr. Dalton** said that was correct.

6 **Councilmember Mahaffey** asked if no parking signs would need to be put up at all the bike
7 lanes if they decided to do that.

8 **Mr. Dalton** said lots of town-wide no parking ordinances do not use no parking signs. He
9 said no parking signs are typically for special areas where parking is prohibited.

10 **Councilmember Gray** asked if there was any data on people parking in bike lanes.

11 **Mr. Dalton** said Apex does not have many miles of bike lanes, and he is not aware of a
12 current issue. He said it may be something to look at in the future, and can be done on a case by
13 case basis. He said some communities prohibit parking in bike lanes during peak hours, and allow it
14 in off peak.

15 **Councilmember Zegerman** said it may be good to prohibit it now, so that they don't build a
16 habit that they have to later break. He asked if there was a larger lesson learned that they can use for
17 future developments and avoid tragic incidents like this.

18 **Mr. Dalton** said staff is looking at opportunities to work with developers to put in bike lanes
19 on major collectors that are coming in.

20 **Councilmember Gantt** asked if neighborhoods are asking for bike lanes to be put in rather
21 parking on the street.

22 **Mr. Dalton** said there is plenty of room for bike lanes on a Major Collectors, but smaller
23 roads would be much more difficult to do, seeing as they may not have enough space to do so and
24 remain compliant with fire code.

25 **Councilmember Mahaffey** said he wondered if there was a concern that adding bike lanes
26 instead of parking would make the road feel faster, and contribute to increasing speeds.

27 **Mr. Dalton** said major collectors are pretty wide, and there isn't consistent on street parking.
28 He said on a street like this, he would not expect bike lanes to impact actual traffic speeds in that
29 way.

30 **Councilmember Zegerman** asked if the study would be run again when the development
31 finishes nearby in the future.

1 **Mr. Dalton** said yes, but he would expect the volume to increase, but not speeds. He said
2 this was lowered to 25 mph because it was a shorter route than most major collector streets. He said
3 they would not recommend traffic calming because of it being a major collector, but they would
4 work with police to see if measures were necessary.

5 **Councilmember Mahaffey** asked what the stop sign configuration would be at the interst

6 **Mr. Dalton** said Aspen River Lane would stop, and he said they talked about having high
7 visibility sign at that intersection. He said they would be looking at if an all-way stop was warranted in
8 the future, but that is not currently expected.

9 **Mayor Gilbert** asked if cyclists were required to travel in the designated bike lanes.

10 **Mr. Dalton** said no, and that was why communities had different perspectives on bike lanes
11 and parking.

12 **Councilmember Zegerman** said cyclists typically don't ride more than 2 side by side, and
13 busier streets they typically go one wide.

14 **Councilmember Mahaffey** thanked staff for all the work they have put into these
15 recommendations.

16 **Mr. Dalton** said staff was planning to move forward with all of these recommendations, and
17 Council could share any other recommendations they may have with them as well.

18 **Mayor Pro Tempore Killingsworth** said they do need to look at prohibiting parking in bike
19 lanes and be consistent across town.

20 **Councilmember Gray** said he agreed, and that he appreciated staff for seeing this as a
21 psychological issue. He said seeing a bike lane heightens awareness for drivers. He said it's a very
22 creative solution to deal with a lot of these problems. He said he agrees they should see how they
23 can apply this across town.

24 **Councilmember Zegerman** asked if electric scooters were allowed in bike lanes.

25 **Mr. Dalton** said they are not prohibited from using the bike lane, but he said in some cases
26 the lines are getting a bit blurred with new technology in transportation. He said this goes back to
27 reviewing ordinances.

28 **Councilmember Zegerman** asked about the definition of vehicles for these modes of
29 transportation.

30 **Mr. Dalton** said bikes are still a vehicle in crosswalks, and are at all times. He said it was
31 about educating people.

32 **Councilmember Zegerman** asked if a scooter was considered a vehicle.

33 **Mr. Dalton** that requires more research to look into that.

34 **Councilmember Mahaffey** said there was an article talking about how municipalities are
35 struggling with these definitions and modes of transportation and how to keep people safe through
36 ordinances.

37 **Councilmember Gray** said maybe they should look at age restriction. He said this wouldn't
38 be simple because of all the various types of technology. He said the question is how old is too
39 young for someone to be to be operating what would be classified as a vehicle, depending on the
40 scenario.

41 **Councilmember Zegerman** said they need to recognize traffic patterns are changing.

42 **Interim Town Manager Purvis** said Assistant Town Manager John and Town Attorney Hohe
43 are already looking at this issue.

1 **Councilmember Gantt** said at the next planning committee meeting he would like to talk
2 about parking in the bike lane and what other municipalities are doing.

3
4 **[UPDATES BY INTERIM TOWN MANAGER]**

5
6 **Interim Town Manager Purvis** said federal funding for the sewer projects in the old Cash
7 Corporate Center area development was approved. He said the IT team has been awarded a
8 \$100,000 grant to improve cybersecurity. He said the "Plant the Peak" program application opens
9 September 1st, and will be full quickly. He said this has been a successful program to help the town
10 expand its tree canopy, and the town is looking at expanding this plan and things like it. He said on
11 Saturday, September 9th, Fire Station 1 will be having an open house as part of the 150th celebration.
12 He said there will tours, demonstrations, and photo galleries.

13
14 **[CLOSED SESSION]**

15
16 A **motion** was made by **Councilmember Zegerman**, seconded by **Mayor Pro Tempore**
17 **Killingsworth**, to enter into Closed Session pursuant to NCGS §143-318.11(a)(3) and NCGS §143-
18 318.11(a)(6).

19
20 **VOTE: UNANIMOUS (5-0)**

21
22 Council entered into Closed Session at **7:07 p.m.**

23
24 Council will enter into closed session pursuant to:

25
26 **CS1 Laurie Hohe, Town Attorney, Legal Department**

27 **NCGS §143-318.11(a)(3):**

28 *"To consult with an attorney employed or retained by the public body in order*
29 *to preserve the attorney-client privilege between the attorney and the public body."*
30

31 **CS2 Jacques K. Gilbert, Mayor**

32 **NCGS §143-318.11(a)(6):**

33 *"To consider the qualifications, competence, performance, character, fitness, conditions of*
34 *appointment, or conditions of initial employment of an individual public officer or employee or*
35 *prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by*
36 *or against an individual public officer or employee."*
37

38 **CS3 Jacques K. Gilbert, Mayor**

39 **NCGS §143-318.11(a)(6):**

40 *"To consider the qualifications, competence, performance, character, fitness, conditions of*
41 *appointment, or conditions of initial employment of an individual public officer or employee or*
42 *prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by*
43 *or against an individual public officer or employee."*
44

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Council returned to open session at **8:42 p.m.**

[ADJOURNEMENT]

Mayor Gilbert adjourned the meeting at **8:43 p.m.**

Jacques K. Gilbert
Mayor

Allen Coleman, CMC, NCCCC
Town Clerk to the Apex Town Council

Submitted for approval by Town Clerk Allen Coleman and approved on _____.

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA
Meeting Date: September 12, 2023

Item Details

Presenter(s): Laurie Hohe, Town Attorney

Department(s): Legal Services

Requested Motion

Report to Council of Separation Agreement and Release

Approval Recommended?

N/A

Item Details

Attachments

- CN5-A1: Report of Separation Agreement and Release



STATE OF NORTH CAROLINA

COUNTY OF WAKE

SEPARATION AGREEMENT AND RELEASE

This Settlement and Separation Agreement and Release (“Agreement”) is entered into between Catherine Crosby (“Ms. Crosby” or “Employee”) and the Town of Apex, North Carolina (“Employer” or “the Town”) (each a “Party” and collectively, “Parties”).

WHEREAS, Ms. Crosby was employed with the Town as its Town Manager pursuant to the terms of an Employment Agreement entered into between Ms. Crosby and Town dated May 25, 2021 (the “Employment Agreement”), until Ms. Crosby’s employment ended on July 27, 2023;

WHEREAS, the Parties dispute which provisions of the Employment Agreement apply to Ms. Crosby’s separation from employment with the Town; and

WHEREAS, Employee and the Town desire to resolve all current and future disputes between them;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, Employee and Employer agree as follows:

1. **Resignation.** The Town accepts Ms. Crosby’s resignation effective July 27, 2023 (the “Separation Date”).

2. **Consideration.** The Town shall pay or cause to be paid to Ms. Crosby the following sums or remit the following benefits in consideration of the promises made in this Agreement:

a. **Payment of Severance.** For one year following the Separation Date (the “Severance Period”), the Town will continue to pay salary to Ms. Crosby at her current rate of pay, on the existing bi-weekly payroll schedule (the “Severance Payments”). For clarity, the “current rate of pay” for Ms. Crosby as referred to in this sub-section is a gross annual salary of \$231,000. All Severance Payments shall be subject to the same deductions and tax withholdings as elected by Ms. Crosby for the payroll period immediately preceding the Separation Date; provided, however, tax withholding elections may be changed upon submission of the appropriate forms in accordance with the Town’s human resources policies and procedures.

b. **Health and Dental Insurance Benefits.** For the duration of the Severance Period, the Town shall cause Ms. Crosby to continue to receive health and dental insurance benefits under the same elections and terms under which health

and dental insurance benefits were provided to Ms. Crosby immediately prior to the Separation Date.

c. Vehicle Allowance. For the duration of the Severance Period, the Town will continue to pay Ms. Crosby a monthly vehicle allowance in the amount of \$600, the sum of which allowance payments will accrue to a total benefit of \$7,200 remitted during the Severance Period. The provisions of Section 2.04(B) of the Employment Agreement will continue to apply to any vehicle for which Ms. Crosby uses the vehicle allowance payments.

d. Retirement Benefits. For the duration of the Severance Period, the Town will continue to make employer contributions to Ms. Crosby's 457(b) deferred compensation plan at the same contribution rate in effect immediately prior to the Separation Date.

3. Vacation and Sick Leave. The Town will pay out 281 hours of accrued vacation leave to Ms. Crosby, which payment will be remitted through payroll at the end of the first full pay period following execution of this Agreement by the Parties. During the Severance Period, Employee will accrue 40 hours of additional vacation leave, to be paid out with the final Severance Payment. All payments of vacation leave shall be subject to the same deductions and withholdings as the Severance Payments. To the extent Employee becomes employed by a state or local agency in the future, the Town will provide information to Employee's future employer regarding her accrued sick time upon request. However, in the event of such employment, the Town is not obligated to make any payment to Employee or on her behalf regarding Employee's accrued sick leave.

4. General Release and Covenant Not to Sue.

a. General Release by Employee. Employee, for and on behalf of herself and each of her heirs, executors, administrators, personal representatives, successors and assigns, hereby acknowledges full and complete satisfaction of and ABSOLUTELY AND IRREVOCABLY AND UNCONDITIONALLY FULLY AND FOREVER RELEASES, ACQUITS AND DISCHARGES Employer together with its respective governing boards and bodies, and each of their respective past and present direct and indirect directors, elected officials, members, officers, employees, attorneys, insurers, agents and representatives, and their respective heirs, executors, administrators, personal representatives, successors and assigns (collectively, the "Releasees"), from any and all claims, demands, suits, causes of action, liabilities, obligations, judgments, orders, debts, liens, contracts, agreements, covenants and causes of action of every kind and nature, whether known or unknown, suspected or unsuspected, concealed or hidden, vested or contingent, in law or equity, existing by statute, common law, contract or otherwise ("Claims"), which have existed, may exist or do exist, through and including the execution and delivery by Employee of this Agreement (but not including the Parties' performance

under this Agreement), including, without limitation, any of the foregoing arising out of or in any way related to or based upon:

- i. Employee's application for and employment with Employer;
- ii. Employee's separation from Employer and any related proceedings;
- iii. Claims in tort or contract, including but not limited to claims alleging breach of an express or implied, or oral or written, contract, policy manual or employee handbook;
- iv. Claims for wages, overtime pay and benefits, including any claims arising under the Fair Labor Standards Act (FLSA) or the North Carolina Wage and Hour Act (WHA);
- v. Any alleged misrepresentation, defamation, interference with contract, intentional or negligent infliction of emotional distress, sexual harassment, negligence, whistle-blower protection, wrongful discharge, or retaliation;
- vi. Any federal, state or local law, statute, ordinance or regulation, including but not limited to all labor and employment discrimination laws, and including specifically but not limited to the North Carolina Equal Employment Practices Act, the North Carolina Persons with Disabilities Protection Act, the North Carolina Retaliatory Employment Discrimination Act, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Americans with Disabilities Act of 1990, the Pregnant Workers Fairness Act (PWFA), and the Providing Urgent Maternal Protections for Nursing Mothers Act; or
- vii. Any state or federal Constitutional claim for violation of due process, denial of the fruits of one's own labor, violation of property right, right to a name clearing hearing, or any other claim for violation of a right protected by the state or federal Constitution.

b. Acknowledgment of Waiver; Disclaimer of Benefits. Nothing in this Agreement is intended to waive claims (i) for vested rights under ERISA-covered employee benefit plans as applicable on the date Employee signs this Agreement, (ii) that may arise after Employee signs this Agreement, or (iii) which cannot be released by private agreement. Employee further agrees that she will not in the future maintain or prosecute any lawsuit, complaint, administrative charge, action or proceeding of any kind against Employer with respect to any act, omission or other matter occurring on or before the date of her execution of this Agreement.

However, this Agreement shall not act to prevent Employee from filing a charge of discrimination with the Equal Employment Opportunity Commission, although by signing this Agreement, Employee waives the right to recover any damages or other relief in any claim or suit brought by or through the Equal Employment Opportunity Commission or any other state or local agency on her behalf under any federal, state, or local anti-discrimination law against Employee for any event which occurred as of the date of this Agreement, except where prohibited by law. Employee further understands that the representations, and understandings set forth in this section have been specifically relied upon by the Releasees and constitute consideration for Employer's execution of this Agreement, and without which Releasees would not have entered into this Agreement.

c. Effect of Release and Waiver. Employee understands and intends that this Section and all sub-sections thereto constitutes a general release of all Claims except as otherwise provided in Section 4(b) above, and that no reference therein to a specific form of Claim, statute or type of relief is intended to limit the scope of such general release and waiver.

d. Waiver of Unknown Claims. Employee expressly waives all rights afforded by any statute which limits the effect of a release with respect to unknown Claims and understands the significance of her release of unknown Claims and her waiver of statutory protection against a release of unknown Claims. Employee acknowledges that if she later discovers facts different from, or in addition to, those which she now knows or believes to be true concerning the subject matter of her employment with Employer and separation thereof, that nevertheless this Agreement shall be and remain effective in all respects. "Claims" shall be interpreted liberally to preclude any further disputes, litigation, or controversies between Employee and Employer or any of the Releasees based on events that occurred on or before the effective date of this Agreement.

e. Waiver of Federal Age Rights. **By this section of the Agreement, Employee expressly agrees to waive any right or claim she may have relating to the Age Discrimination of Employment Act of 1967 ("ADEA"), as amended (29 U.S.C. § 626), as defined in the Older Workers Benefit Protection Act and amendments to ADEA, 29 U.S.C. § 626(f).**

i. **Specifically, Employee represents and acknowledges that she is aware that she is waiving any and all federal age discrimination claims that may be currently in existence against Employer, or that may arise on or before her execution of this Agreement; and that she makes said waiver knowingly and voluntarily.**

ii. **Employee represents and acknowledges that she has been informed of her right to consult with an attorney relative to any federal**

age discrimination claim which may or may not exist prior to his execution of this Agreement and the waiver of said claim, and that she has in fact consulted with an attorney prior to entering this Agreement.

iii. This release and waiver is requested by Employer in connection with the fact that the consideration defined herein is offered to Employee as an incentive and is designed expressly for the circumstances surrounding her individual service or employment to Employer and the end of that service or employment with Employer.

iv. *Employee further acknowledges that while she has been advised in writing that she is entitled to at least twenty-one (21) days to consider the terms of this agreement, she has knowingly elected not to avail herself of the full twenty-one (21) day period before entering into and executing this agreement. Employee acknowledges that she has voluntarily and knowingly signed this agreement in exchange for valuable consideration that she would not have otherwise received. Employee further understands that for a period of seven (7) days following the execution of this agreement upon written notice to Employer she may revoke this agreement, and the agreement will not become effective or enforceable until the time for revocation has expired.*

v. To the extent that Ms. Crosby wishes to revoke this Agreement in accordance with the revocation period referred in this section of this Agreement, Ms. Crosby must provide notice, in writing, addressed to the attention of the Town Attorney, Laurie Hohe, by email to Laurie.Hohe@apexnc.org or by delivery to Apex Town Hall, Attn: Laurie Hohe, 73 Hunter Street, Apex, NC 27502, by a delivery method that causes such notice to arrive no later than the end of the business day on the last day of the revocation period.

5. **Mutual Non-Disparagement.** Ms. Crosby promises and agrees that she shall not at any time make, publish, or communicate to any person or entity or in any public forum any defamatory or disparaging remarks, comments, or statements concerning the Town, or any of its employees, elected officials, or officers. This section does not, in any way, restrict or impede Ms. Crosby from exercising protected rights to the extent that such rights cannot be waived by agreement, or from complying with any applicable law or regulation or a valid order of a court of competent jurisdiction or an authorized government agency. The Town promises and agrees that it shall not at any time make, publish, or communicate to any person or entity or in any public forum any defamatory or disparaging remarks, comments, or statements concerning Ms. Crosby.

6. **Joint Statement.** The Parties will agree upon a statement concerning Ms. Crosby's service as Town Manager (the "Joint Statement"), which the Town will release

upon request. Except for provision of information and records that the Town is required to disclose pursuant to the Public Records Act, N.C.G.S. § 160A-168, or any other statement or disclosure required from either Party to comply with any applicable provision of federal or state law, the Joint Statement is the only statement that the Town or Ms. Crosby will make or release publicly concerning Ms. Crosby's service as Town Manager.

7. **Return of Property.** No later than ten (10) days after execution of this Agreement, Ms. Crosby must return all the Town's property in her possession or control, including identification cards or badges, access codes or devices, keys, laptops, computers, telephones, mobile phones, hand-held electronic devices, credit cards, electronically stored documents or files, physical files and any other Town property and information in Ms. Crosby's possession or control, any other materials of any nature pertaining to Ms. Crosby's work for the Town, and any documents or data of any description (or any reproduction of any documents or data). Within the same 10-day period, Ms. Crosby may contact the Town to coordinate a time to retrieve any of Ms. Crosby's personal property located in or on Town property.

8. **Non-Admission of Liability or Wrongful Conduct.** This Agreement is in compromise of disputed claims. This Agreement shall not in any way be construed as an admission by the Town or any of the Releasees that they acted wrongfully with respect to Employee or any other person, or that Employee has any rights whatsoever against the Town or any of the Releasees. The Town and the Releasees specifically disclaim and deny any liability to, or wrongful acts against Employee, or any other person, on the part of themselves, their employees, or their agents.

9. **Administrative Proceedings.** This Release does not bar Employee from filing an administrative charge with, participating in an administrative proceeding conducted by, communicating with, or cooperating with any governmental agency (including the Equal Employment Opportunity Commission) concerning Employee's employment, but Employee agrees that in no event shall Employee seek, accept, or receive any personal or financial benefit with respect to Employee's hiring, retention, transfer, demotion, compensation, separation treatment or any and all other elements of employment by Employer, which are fully released and resolved by this Release.

10. **Employee's Representations and Covenants Regarding Actions.** Employee represents, warrants and covenants to each of the Releasees that at no time prior to or contemporaneous with her execution of this Agreement has she filed or caused or knowingly permitted the filing or maintenance, in any state, federal or foreign court, or before any local, state, federal or foreign administrative agency or other tribunal, any Claim, which she may now have or has ever had against the Releasees which is based in whole or in part on any matter referred to above.

11. **Indemnification.** Ms. Crosby does by execution of the present document expressly acknowledge receipt and sufficiency of this consideration. Ms. Crosby warrants

and represents that, to the extent that the payments referenced above or any part or portion of the payments constitute income for tax purposes, she will report such amount on her federal and state tax returns and on any other returns or reports which may be required by law. Ms. Crosby further agrees to be solely responsible for all taxes, interest, penalties, and other charges which may be owed to any and all governmental agencies as a result of the payments made to her pursuant to this Agreement, and further agrees to indemnify and hold harmless the Releasees from any costs, obligations, interest, expenses, penalties or fees incurred by the Releasees for his failure to do so.

12. **Governing Law.** All issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement will be governed by, and construed in accordance with, the laws of the State of North Carolina, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application hereto of the laws of any jurisdiction other than the State of North Carolina. In furtherance of the foregoing, the laws of the State of North Carolina will control the interpretation and construction of this Agreement, even though under any other jurisdiction's choice of law or conflict of law analysis the substantive law of some other jurisdiction may ordinarily apply.

13. **Severability.** If any provision(s) or portion(s) of this Agreement are or become invalid, illegal, or unenforceable, such provision(s) or portion(s) shall be deemed stricken and the remainder of this Agreement shall remain in full force and effect.

14. **Modification and Waiver.** This Agreement may be amended, changed, or modified only by a writing executed by all of the Parties. No waiver of any provision of this Agreement will be valid unless set forth in writing and signed by the Party against whom such waiver is charged, and no waiver of a right or condition by a Party shall be construed to be a total waiver of any other right or condition set forth herein.

15. **Counterparts.** This Agreement may be executed in separate counterparts, each of which will be deemed to be an original and all of which taken together will constitute one and the same agreement.

16. **Complete Agreement.** This Agreement constitutes the full and complete understanding and agreement of the parties with respect to all subjects addressed herein and supersedes and replaces any and all prior negotiations and agreements, proposed or otherwise, whether written or oral. There are no other agreements other than those set forth herein, and no amendment, deletion, addition, modification, or waiver of any provision of this Agreement shall be binding or enforceable unless in writing and signed by all parties.

17. **Employee Acknowledgment.** EMPLOYEE IS ADVISED TO CONSULT WITH AN ATTORNEY PRIOR TO SIGNING THIS AGREEMENT. EMPLOYEE ACKNOWLEDGES AND AGREES THAT EMPLOYEE HAS FULLY READ AND UNDERSTANDS THE AGREEMENT'S BINDING LEGAL EFFECT. EMPLOYEE

FURTHER ACKNOWLEDGES AND AGREES THAT EMPLOYEE HAS HAD A REASONABLE PERIOD OF TIME TO CONSIDER ALL OF THE TERMS AND PROVISIONS AND HAS HAD AN OPPORTUNITY TO ASK QUESTIONS AND CONSULT WITH AN ATTORNEY OF EMPLOYEE'S CHOICE BEFORE SIGNING THIS AGREEMENT. EMPLOYEE FURTHER ACKNOWLEDGES THAT EMPLOYEE IS SIGNING THIS AGREEMENT FREELY AND VOLUNTARILY AND THAT EMPLOYEE'S SIGNATURE BELOW IS AN AGREEMENT TO WAIVE, SETTLE, AND RELEASE ALL CLAIMS EMPLOYEE HAS OR MIGHT HAVE AGAINST EMPLOYER AND THE RELEASEES, EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE AGREEMENT. EMPLOYEE UNDERSTANDS THAT EMPLOYEE MAKE TAKE UP TO TWENTY-ONE (21) CALENDAR DAYS TO CONSIDER THIS AGREEMENT. EMPLOYEE MAY REVOKE THIS AGREEMENT FOR A PERIOD OF SEVEN (7) CALENDAR DAYS FOLLOWING THE DAY EMPLOYEE SIGNS THIS AGREEMENT. ANY REVOCATION WITHIN THIS PERIOD MUST BE SUBMITTED PURSUANT TO SECTION 4(e)(5) OF THIS AGREEMENT. EMPLOYEE AGREES THAT ANY MODIFICATIONS, MATERIAL OR OTHERWISE, MADE TO THIS AGREEMENT, DO NOT RESTART OR AFFECT IN ANY MANNER THE ORIGINAL UP TO TWENTY-ONE (21) CALENDAR DAY CONSIDERATION PERIOD.

[Signature pages follow.]

I, CATHERINE CROSBY, ACKNOWLEDGE THAT: I HAVE CAREFULLY READ AND REVIEWED THIS AGREEMENT; CONSULTED WITH MY ATTORNEY REGARDING ITS TERMS; UNDERSTAND, AND AM SATISFIED WITH THE TERMS AND CONTENTS OF THIS AGREEMENT; AND HAVE VOLUNTARILY SIGNED MY NAME TO THE SAME AS A FREE ACT AND DEED.

Crosby
CATHERINE CROSBY

Sworn to and subscribed before me the 24th day of August, 2023.

Shannon Howell
Notary Public

Commission Expires: 8/23/2025

SHANNON HOWELL
NOTARY PUBLIC
Wake County
North Carolina
My Commission Expires 8/23/2025

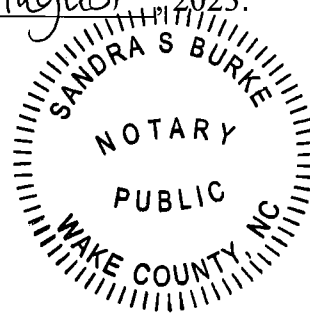
TOWN OF APEX, NORTH CAROLINA

By: [Signature]
Shawn Purvis
Interim Town Manager

Sworn to and subscribed before me the 29 day of August, 2023.

Sandra S Burke
Notary Public

Commission Expires: 9/9/2025



PRE-AUDIT CERTIFICATE

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

[Signature]
Antwan Morrison, Finance Director

APPROVED AS TO FORM:

Laurie Hohe, Town Attorney

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: September 12, 2023

Item Details

Presenter(s): Antwan Morrison, Director

Department(s): Finance

Requested Motion

Motion to approve a Resolution providing sell and issuance of \$3,460,000 Two-Third Public Improvement Bonds, Series 2023A and \$24,500,000 General Obligation (GO) Transportation Bonds, Series 2023B.

Approval Recommended?

Yes

Item Details

- This item requests approval of the resolution for the sale of \$24.5M voter approved General Obligation Bonds and \$3.46M Two-Thirds Bonds.
- Resolution shall:
 - Formally authorize the sale of the bonded debt;
 - Formally pledge the Town's taxing power to provide for payment of the bonds, if necessary;
 - Approve proposed form of the bonds;
 - Approve the form of the draft official statement for use in offering bonds to investors;
 - State the Town's agreement to comply with relevant provisions of federal tax law;
 - State the Town's agreement to comply with federal rules for continuing disclosure to securities markets;
 - Authorize Town staff to complete the process of issuing bonds, and approves the next steps to that end previously taken. This includes authorizing to determine the final amount of the bond issue and final principal payment schedule;
- The Town is required to obtain approval from the Local Government Commission (LGC) in order to proceed with issuance;
- The actual interest rate on bonds will be set when the LGC receives sealed bids for the bonds on October 3rd and the closing of the bonds is scheduled for October 24th and 25, 2023 for Two-Third Bond and General Obligation Bonds, respectively.

- Per general statute 159-64, bonds may be issued under a bond order at any time within seven years after the bond order takes effect. Such period may be extended prior to the expiration of such period from seven years to ten years.
- In 2015 and 2021 the voters of the Town of Apex approved the issuance of up to \$15M and \$42M, respectively, of general obligation bonds to pay capital costs of providing transportation improvements.
- For the 2015 transportation bond authorization two issuances have occurred, \$3M in 2018 and \$5M in 2021, leaving a remaining balance of \$7M. In 2022, a public hearing was held regarding the extension of these funds. The extension period expires November 2025.
- For the 2021 transportation bond authorization this is the first issuance of the \$42M authorization. This first tranche in the amount of \$17.5M will be used for:
 - Apex Peakway Southwest Connector
 - Pavement Management Backlog
 - Safe Routes to Schools Projects
- The two-third bonds authorization of \$3.46M will be used to fund the Mason Street Inspection Building project.

Attachments

- CN6-A1: Resolution(s):
 - Providing for The Sale and Issuance Of \$3,460,000 General Obligation Public Improvement Bonds, Series 2023A
 - Providing for The Sale and Issuance Of \$24,500,000 General Obligation Public Improvement Bonds, Series 2023B



The Town Council of the Town of Apex, North Carolina met in a regular meeting in the Council Chambers of the Town Hall located at 73 Hunter Street in Apex, North Carolina, the regular place of meeting, at 6:00 p.m. on September 12, 2023.

Present: Mayor Jacques K. Gilbert, presiding, and Council Members

Absent: Council Members

Also Present: _____

* * * * *

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

**RESOLUTION PROVIDING FOR THE SALE AND ISSUANCE OF
\$3,460,000 GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS,
SERIES 2023A**

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

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

(a) An order authorizing \$3,460,000 General Obligation Public Improvement Bonds was adopted by the Town Council on August 22, 2023, which order is expected to take effect on September 24, 2023.

(b) None of said bonds have been issued, no notes have been issued in anticipation of the receipt of the proceeds of the sale of said bonds, and it is necessary to issue \$3,460,000 of said bonds at this time, subject to such order taking effect.

(c) The maximum period of usefulness of the administrative office building to be provided with the proceeds of said bonds is estimated as a period of forty (40) years from October 24, 2023, the date of the bonds authorized hereby, and that such period expires on October 24, 2063.

(d) The Town is planning to sell contemporaneously with said bonds, its \$24,500,000 General Obligation Public Improvement Bonds, Series 2023B (the “Series 2023B Bonds”), which are anticipated to be issued by the Town on the day following the issuance of said bonds, and said bonds and the Series 2023B Bonds shall be treated as a single issue for purposes of

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

Section 2. Pursuant to said order, the Town shall issue bonds in the aggregate principal amount of \$3,460,000 designated “General Obligation Public Improvement Bonds, Series 2023A” (the “Bonds”), to be dated the date of delivery thereof. The Bonds shall be stated to mature annually on February 1, \$1,475,000 2025 and 2026 and \$ 510,000 2027, and shall bear interest at a rate or rates to be determined by the Local Government Commission of North Carolina at the time the Bonds are sold, which interest to the respective maturities thereof shall be payable on each February 1 and August 1, beginning February 1, 2024, until payment of such principal sum.

Notwithstanding the foregoing, if for any reason the Series 2023B Bonds are not sold contemporaneously with the Bonds, then the Finance Director of the Town is hereby authorized to adjust the principal amortization for the Bonds prior to the sale of the Bonds in such manner that he shall determine in his sole discretion, subject to the requirements of Section 159-65 of the General Statutes of North Carolina, as amended; provided, however, that the final maturity the Bonds shall not extend beyond February 1, 2043. Furthermore, in the event of any such adjustment of the principal amortization for the Bonds, the Finance Director of the Town may modify the redemption provisions for the Bonds if the Finance Director of the Town determines that it is in the best interests of the Town to modify the same for purposes of marketing and sale of the Bonds, such modified redemption provisions to be set forth in the Notice of Sale relating to the Bonds. In such case, the Finance Director is authorized and directed to take all actions necessary to conform the terms of the Bonds to reflect such modified redemption provisions.

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

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

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

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

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

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

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

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

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

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

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

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

No. RA-____ \$ _____

United States of America
State of North Carolina

TOWN OF APEX
GENERAL OBLIGATION PUBLIC IMPROVEMENT BOND, SERIES 2023A

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

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

CEDE & CO.

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

_____ DOLLARS

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

date of authentication is a February 1 or August 1 to which interest shall have been paid, in which case from such date, such interest to the maturity hereof being payable on each February 1 and August 1, beginning February 1, 2024, at the rate per annum specified above, until payment of such principal sum. The interest so payable on any such interest payment date will be paid to the person in whose name this bond (or the previous bond or bonds evidencing the same debt as that evidenced by this bond) is registered at the close of business on the record date for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding such interest payment date, by check mailed to such person at his or her address as it appears on the bond registration books of said Town; provided, however, that for so long as the Bonds (hereinafter defined) are deposited with The Depository Trust Company (“DTC”), the payment of the principal of and interest on the Bonds shall be made to DTC in same day funds by 2:30 p.m. or otherwise as determined by the rules and procedures established by DTC. Both the principal of and the interest on this bond shall be paid in any coin or currency of the United States of America that is legal tender for the payment of public and private debts on the respective dates of payment thereof. For the prompt payment hereof, both principal and interest as the same shall become due, the faith and credit of said Town are hereby irrevocably pledged.

This bond is one of an issue of bonds designated “General Obligation Public Improvement Bonds, Series 2023A” (the “Bonds”) and issued by said Town for the purpose of providing funds, together with any other available funds, for the acquisition, construction and equipping of a new administrative office building for said Town, and this bond is issued under and pursuant to The Local Government Bond Act, as amended, Article 7, as amended, of Chapter 159 of the General Statutes of North Carolina, an order adopted by the Town Council of said Town, which order has taken effect, and a resolution duly adopted by said Town Council (the “Resolution”).

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the Town of Apex, North Carolina, by resolution duly adopted by its Town Council, has caused this bond to be manually signed by the Mayor and the Town Clerk of the Town and its official seal to be impressed hereon, all as of the ____ day of October, 2023.

[Do not sign] _____
Mayor

[SEAL]

[Do not sign] _____
Town Clerk

CERTIFICATE OF LOCAL GOVERNMENT COMMISSION

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

[Do not sign] _____

Secretary, Local Government Commission

CERTIFICATE OF AUTHENTICATION

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

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

Date of authentication: _____

ASSIGNMENT

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

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

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

Dated: _____

In the presence of:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) by not later than seven months from the end of each fiscal year of the Town, beginning with the fiscal year ended June 30, 2023, audited financial statements of the Town for such fiscal year, if available, prepared in accordance with Section 159-34 of the General Statutes of North Carolina, as it may be amended from time to time, or any successor statute, or, if such audited financial statements of the Town are not available by seven months from the end of such fiscal year, unaudited financial statements of the Town for such fiscal year to be replaced subsequently by audited financial statements of the Town to be delivered within fifteen (15) days after such audited financial statements become available for distribution;

(b) by not later than seven months from the end of each fiscal year of the Town, beginning with the fiscal year ended June 30, 2023, (i) the financial and statistical data as of a date not earlier than the end of the preceding fiscal year for the type of information included under the headings “THE TOWN - Debt Information and - Tax Information” (excluding any information on overlapping units) in the Final Official Statement and (ii) the combined budget of the Town for the current fiscal year, to the extent such items are not included in the audited financial statements referred to in (a) above;

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

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

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

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

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

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

(9) defeasances;

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

(11) rating changes;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Upon motion of Council Member _____, seconded by Council Member _____, the foregoing resolution entitled “RESOLUTION PROVIDING FOR THE SALE AND ISSUANCE OF \$3,460,000 GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS, SERIES 2023A” was adopted by the following vote:

Ayes: _____

Noes: _____

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

RESOLUTION PROVIDING FOR THE SALE AND ISSUANCE OF \$24,500,000 GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS, SERIES 2023B

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

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

(a) An order authorizing \$15,000,000 Street and Sidewalk Improvement Bonds (the “2015 Street and Sidewalk Improvement Bonds”) was adopted by the Town Council on September 1, 2015, which order was approved by the vote of a majority of the qualified voters of the Town who voted thereon at a referendum duly called and held on November 3, 2015. The time period for the issuance of the 2015 Bonds was extended from seven years to 10 years pursuant to an order adopted by the Town Council on August 23, 2022. \$8,000,000 of the 2015 Street and Sidewalk Improvement Bonds have heretofore been issued.

(b) An order authorizing \$42,000,000 Street and Sidewalk Improvement Bonds (the “2021 Street and Sidewalk Improvement Bonds”) was adopted by the Town Council on April 27, 2021, which order was approved by the vote of a majority of the qualified voters of the Town who voted thereon at a referendum duly called and held on November 2, 2021. None of the 2021 Street and Sidewalk Improvement Bonds have heretofore been issued.

(c) No notes have been issued in anticipation of the receipt of the proceeds of the sale of said bonds, and it is necessary to issue the remaining \$7,000,000 of the 2015 Street and Sidewalk Improvement Bonds and \$17,500,000 of the 2021 Street and Sidewalk Improvement Bonds at this time.

(d) The maximum period of usefulness of the street and sidewalk improvements to be provided with the proceeds of said bonds is estimated as a period of twenty (20) years from October 25, 2023, the date of the bonds authorized hereby, and that such period expires on October 25, 2043.

(e) The Town is planning to sell contemporaneously with said bonds, its \$3,460,000 General Obligation Public Improvement Bonds, Series 2023A (the “Series 2023A Bonds”), which are anticipated to be issued by the Town on the day before the issuance of said bonds, and said bonds and the Series 2023A Bonds shall be treated as a single issue for purposes of Section 159-65(a)(3) and (4) of the General Statutes of North Carolina, as amended, as permitted by Section 159-65(a) (5) of the General Statutes of North Carolina, as amended.

Section 2. Pursuant to said order, the Town shall issue bonds in the aggregate principal amount of \$24,500,000 designated “General Obligation Public Improvement Bonds, Series 2023B” (the “Bonds”), to be dated the date of delivery thereof. The Bonds shall be stated to mature, subject to prior redemption, annually on February 1, \$965,000 2027, \$1,475,000 2028 to 2030, inclusive, and \$1,470,000 2031 to 2043, inclusive, and shall bear interest at a rate or rates to be determined by the Local Government Commission of North Carolina at the time the Bonds are sold, which interest to the respective maturities thereof shall be payable on each February 1 and August 1, beginning February 1, 2024, until payment of such principal sum.

Notwithstanding the foregoing, if for any reason the Series 2023A Bonds are not sold contemporaneously with the Bonds, the Finance Director of the Town is hereby authorized to adjust the principal amortization for the Bonds prior to the sale of the Bonds in such manner that he shall determine in his sole discretion, subject to the requirements of Section 159-65 of the General Statutes of North Carolina, as amended; provided, however, that the final maturity the Bonds shall not extend beyond February 1, 2043.

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

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

The Bonds shall be issued by means of a book-entry system with no physical distribution of Bond certificates to be made except as hereinafter provided. One Bond certificate with respect to each date on which the Bonds are stated to mature, in the aggregate principal amount of the Bonds stated to mature on such date and registered in the name of Cede & Co., as nominee of The Depository Trust Company (“DTC”), shall be issued and required to be deposited with DTC and immobilized in its custody. The book-entry system will evidence ownership of the Bonds in the principal amount of \$5,000 or any whole multiple thereof, with transfers of ownership effected on the records of DTC and its participants pursuant to rules and procedures established by DTC and its participants. The principal of each Bond shall be payable to Cede & Co. or any other person appearing on the registration books of the Town hereinafter provided for as the registered owner of such Bond or her registered assigns or legal representative at such office of the Bond Registrar mentioned hereinafter or such other place as the Town may determine upon the presentation and surrender thereof as the same shall become due and

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

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

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

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

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

In case any officer of the Town or the Local Government Commission of North Carolina whose manual or facsimile signature shall appear on any Bonds shall cease to be such officer before the delivery of such Bonds, such manual or facsimile signature shall nevertheless be valid

and sufficient for all purposes the same as if he had remained in office until such delivery, and any Bond may bear the manual or facsimile signatures of such persons as at the actual time of the execution of such Bond shall be the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

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

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

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

No. RB-__ \$ _____

United States of America
State of North Carolina

TOWN OF APEX
GENERAL OBLIGATION PUBLIC IMPROVEMENT BOND, SERIES 2023B

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

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

CEDE & CO.

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

_____ DOLLARS

and to pay interest on such principal sum from the date hereof or from the February 1 or August 1 next preceding the date of authentication to which interest shall have been paid, unless such date of authentication is a February 1 or August 1 to which interest shall have been paid, in which case from such date, such interest to the maturity hereof being payable on each February 1 and August 1, beginning February 1, 2024, at the rate per annum specified above, until payment

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

This bond is one of an issue of bonds designated “General Obligation Public Improvement Bonds, Series 2023B” (the “Bonds”) and issued by said Town for the purpose of providing funds, together with any other available funds, for street and sidewalk improvements, and this bond is issued under and pursuant to The Local Government Bond Act, as amended, Article 7, as amended, of Chapter 159 of the General Statutes of North Carolina, orders adopted by the Town Council of said Town, which orders were approved by the vote of a majority of qualified voters who voted thereon at referenda duly called and held, and a resolution duly adopted by said Town Council (the “Resolution”).

The Bonds maturing on or prior to February 1, 2033 are not subject to redemption prior to their maturity. The Bonds maturing on February 1, 2034 and thereafter will be subject to redemption prior to their maturity, at the option of said Town, from any moneys that may be made available for such purpose, either in whole or in part on any date not earlier than February 1, 2033, at a redemption price equal to 100% of the principal amount of the Bonds to be redeemed, plus accrued interest thereon to the date fixed for redemption.

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

Not more than sixty (60) nor less than thirty (30) days before the redemption date of any Bonds to be redeemed, whether such redemption be in whole or in part, said Town shall cause a notice of such redemption to be filed with the Bond Registrar and to be mailed, postage prepaid,

to the registered owner of each Bond to be redeemed in whole or in part to his address appearing upon the registration books of said Town, provided that such notice to Cede & Co. shall be given by certified or registered mail or otherwise as prescribed by DTC. On the date fixed for redemption, notice having been given as aforesaid, the Bonds or portions thereof so called for redemption shall be due and payable at the redemption price provided for the redemption of such Bonds or portions thereof on such date and, if moneys for payment of such redemption price and the accrued interest are held by the Bond Registrar as provided in the Resolution, interest on the Bonds or the portions thereof so called for redemption shall cease to accrue. If a portion of this Bond shall be called for redemption, a new Bond or Bonds in principal amount equal to the unredeemed portion hereof will be issued to Cede & Co. or its legal representative upon the surrender hereof.

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

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

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

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

The Bond Registrar shall keep at his office the books of said Town for the registration of transfer of Bonds. The transfer of this bond may be registered only upon such books and as

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

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

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

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

IN WITNESS WHEREOF, the Town of Apex, North Carolina, by resolution duly adopted by its Town Council, has caused this bond to be manually signed by the Mayor and the Town Clerk of the Town and its official seal to be impressed hereon, all as of the ____ day of October, 2023.

[Do not sign]

Mayor

[SEAL]

[Do not sign]

Town Clerk

CERTIFICATE OF LOCAL GOVERNMENT COMMISSION

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

[Do not sign]_____

CERTIFICATE OF AUTHENTICATION

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

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

Date of authentication: _____

ASSIGNMENT

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

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

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

Dated: _____

In the presence of:

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

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

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

Section 4. The Bonds maturing on or prior to February 1, 2033 are not subject to redemption prior to their maturity. The Bonds maturing on February 1, 2034 and thereafter will be subject to redemption prior to their maturity, at the option of the Town, from any moneys that may be made available for such purpose, either in whole or in part on any date not earlier than

February 1, 2033, at a redemption price equal to 100% of the principal amount of the Bonds to be redeemed, plus accrued interest thereon to the date fixed for redemption.

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

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

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

Any notice of redemption may state that the redemption to be effected is conditioned upon the receipt by the Bond Registrar on or prior to the redemption date of moneys sufficient to pay the redemption price of and interest on the Bonds to be redeemed, and that if such moneys are not so received, such notice shall be of no force or effect and such Bond shall not be required to be redeemed. In the event that such notice contains such a condition and moneys sufficient to

pay the redemption price of and interest on such Bonds are not received by the Bond Registrar on or prior to the redemption date, the redemption shall not be made and the Bond Registrar shall within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such moneys were not so received.

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

On the date fixed for redemption, notice having been given in the manner and under the conditions hereinabove provided, the Bonds or portions thereof called for redemption shall be due and payable at the redemption price provided therefor, plus accrued interest to such date. If moneys sufficient to pay the redemption price of the Bonds or portions thereof to be redeemed, plus accrued interest thereon to the date fixed for redemption, are held by the Bond Registrar in trust for the registered owners of Bonds or portions thereof to be redeemed, interest on the Bonds or portions thereof called for redemption shall cease to accrue, such Bonds or portions thereof shall cease to be entitled to any benefits or security under this resolution or to be deemed outstanding, and the registered owners of such Bonds or portions thereof shall have no rights in respect thereof except to receive payment of the redemption price thereof, plus accrued interest thereon to such redemption date.

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

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

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

In all cases in which Bonds shall be exchanged or the transfer of Bonds shall be registered hereunder, the Bond Registrar shall authenticate and deliver at the earliest practicable

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

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

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

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

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

The preparation of a final Official Statement (the "Final Official Statement"), which will be in the form of the Preliminary Official Statement, but will include certain pricing and other information to be made available to the successful bidder for the Bonds by the Local Government Commission of North Carolina, is hereby approved, and the Mayor, the Town Manager and the Finance Director of the Town are hereby authorized to execute and deliver the

Final Official Statement for and on the behalf of the Town, and such execution shall be conclusive evidence of the approval of the Town Council of the Final Official Statement.

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

(a) by not later than seven months from the end of each fiscal year of the Town, beginning with the fiscal year ended June 30, 2023, audited financial statements of the Town for such fiscal year, if available, prepared in accordance with Section 159-34 of the General Statutes of North Carolina, as it may be amended from time to time, or any successor statute, or, if such audited financial statements of the Town are not available by seven months from the end of such fiscal year, unaudited financial statements of the Town for such fiscal year to be replaced subsequently by audited financial statements of the Town to be delivered within fifteen (15) days after such audited financial statements become available for distribution;

(b) by not later than seven months from the end of each fiscal year of the Town, beginning with the fiscal year ended June 30, 2023, (i) the financial and statistical data as of a date not earlier than the end of the preceding fiscal year for the type of information included under the headings “THE TOWN - Debt Information and - Tax Information” (excluding any information on overlapping units) in the Final Official Statement and (ii) the combined budget of the Town for the current fiscal year, to the extent such items are not included in the audited financial statements referred to in (a) above;

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

(1) principal and interest payment delinquencies;

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

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

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

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

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

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

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

(9) defeasances;

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

(11) rating changes;

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

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

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

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

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

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

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

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

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

If the Town fails to comply with the undertaking described above, any beneficial owner of the Bonds may take action to protect and enforce the rights of all beneficial owners with respect to such undertaking, including an action for specific performance; provided, however, that failure to comply with such undertaking shall not be an event of default and shall not result

in any acceleration of the Bonds. All actions shall be instituted, had and maintained in the manner provided in this paragraph for the benefit of all beneficial owners of the Bonds.

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

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

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

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

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

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

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

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

Upon motion of Council Member _____, seconded by Council Member _____, the foregoing resolution entitled "RESOLUTION PROVIDING FOR THE SALE AND ISSUANCE OF \$24,500,000 GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS, SERIES 2023B" was adopted by the following vote:

Ayes: _____

Noes: _____

* * * * *

I, Allen Coleman, CMC, NCCCC, Town Clerk of the Town of Apex, North Carolina, DO HEREBY CERTIFY that the foregoing is a true copy of so much of the proceedings of the Town Council of said Town at a regular meeting held on September 12, 2023, as relates in any way to the adoption of the foregoing resolutions providing for the sale and issuance of general obligation bonds of said Town.

I DO HEREBY FURTHER CERTIFY that proper notice of such regular meeting was given as required by North Carolina law.

WITNESS my hand and the official seal of said Town this 12th day of September, 2023.

Town Clerk

[SEAL]

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: September 12, 2023

Item Details

Presenter(s): Steve Adams, Utility Acquisition & Real Estate Specialist

Department(s): Transportation & Infrastructure Development

Requested Motion

Motion to approve a resolution titled "Resolution to Abandon Portion of Existing Public Utility Easement" which will abandon areas shown on the attached exhibit, more specifically property located at 1000 Vision Drive (Home Depot).

Approval Recommended?

Yes

Item Details

The Town of Apex currently has a Public Waterline easement on the property at 1000 Vision Drive (Home Depot) on Book of Maps 2000 Page 1384.

As part of a remodeling project the owner is requesting install a new waterline into a new easement and abandon the portion of existing easement no longer being utilized.

Town staff has determined that the area being abandoned is no longer needed since new easement is being dedicated to relocate the waterline.

Staff recommends donation of the land and easements.

Attachments

- CN7-A1: Resolution - Public Utility Easement Abandonment
- CN7-A2: Plat Map - Resolution - Public Utility Easement Abandonment
- CN7-A3: Exhibit A - Resolution - Public Utility Easement Abandonments



RESOLUTION NO. 23-_____

A Resolution to Abandon Portion of Existing Public Utility Easement

WHEREAS, Home Depot U.S.A., Inc. (the “**Owner**”) is the owner of a certain tract of land in or near the Town of Apex which is described in the deed recorded in Deed Book 8498, Page 2419, Wake County Registry (the “**Subject Property**”);

WHEREAS, public utility easement interests across the Subject Property were conveyed to the Town by an instrument recorded in Book of Maps 2000, Pages 1384, Wake County Registry;

WHEREAS, the Owner desires the Town to abandon any interest that the Town has in that portion of public utility easement interest in that certain area designated as "55' COMBINED STORM AND WATER ESMT BM 2000 PG 1384 (TO BE ABANDONED)" as shown on that certain survey plat entitled “EASEMENT PLAT HOME DEPOT, APEX” prepared by Surveying and Mapping, LLC, dated August 9, 2023, said survey being attached hereto as Exhibit A; (the "**Abandoned Portion of Easement**");

WHEREAS, the Abandoned Portion of Easement is further labeled and identified on Exhibit A as follows:

55' COMBINED STORM AND WATER ESMT BM 2000 PG 1384 (TO BE ABANDONED) AREA: 0.38 ACRES

WHEREAS, the Town has no need for the Abandoned Portion of Easement and it has no market value; and

WHEREAS, the Town Council considers it advisable to abandon the Abandoned Portion of Easement.

NOW, THEREFORE, BE IT RESOLVED by the Town Council as follows:

1. The Town Council of the Town of Apex hereby abandons any and all interest it has in the Abandoned Portion of Easement as shown on Exhibit A attached hereto in accordance with Paragraph (2) below, provided however, the Town specifically retains any and all property interest it may have in the property not specifically identified as abandoned herein.

2. The Abandoned Portion of Easement shall be abandoned effective upon, and only upon, the recording of instruments at the Wake County Register of Deeds that convey to the Town of Apex the area labeled “20' HEREBY DEDICATED TOWN OF APEX PUBLIC WATERLINE EASEMENT AREA: 0.13 ACRES” as shown on Exhibit A attached hereto.

3. That the Town Manager or Assistant Town Manager is hereby authorized

to make, execute, and deliver to the owners of the Subject Property an instrument, in a form suitable for recording, releasing whatever interest the Town might have in and to the Abandoned Portion of Easement.

Upon motion duly made by Council Member _____, and duly seconded by Council Member _____, the above Resolution was duly adopted by the Apex Town Council at the meeting held on the ____ day of _____ 2023, in the Town Hall.

Upon call for a vote the following Council Members voted in the affirmative:

and the following Council Members voted in the negative:

This the ____ day of _____ 2023.

TOWN OF APEX

Jacques K. Gilbert, Mayor

ATTEST:

Allen L. Coleman, Town Clerk, CMC, NCCCC

RECORDED IN BOOK OF MAPS _____ PAGE _____

AREA SUMMARY
 (AREA IN PART FROM CALCULATED POINTS)
 LOT 5 : 9.291 ACRES (404,721 S.F.)
 LOT 6 : 14.605 ACRES (636,194 S.F.)
 LOT 7 : 2.422 ACRES (105,515 S.F.)
 R/W TAKE (LOT #5) : .009 ACRES (397 SQ FT)
 R/W TAKE (LOT #6) : 1.577 ACRES (68,673 SQ FT)
 TOTAL : 27.904 ACRES (1,215,500 S.F.)
 (INCLUDING AREA IN RIGHT OF WAY)

NOW OR FORMERLY
 APEX PROPERTIES L.L.C.
 BM 1994 PG 258
 DB 6062 PG 660
 PIN # 0732.07-59-2292

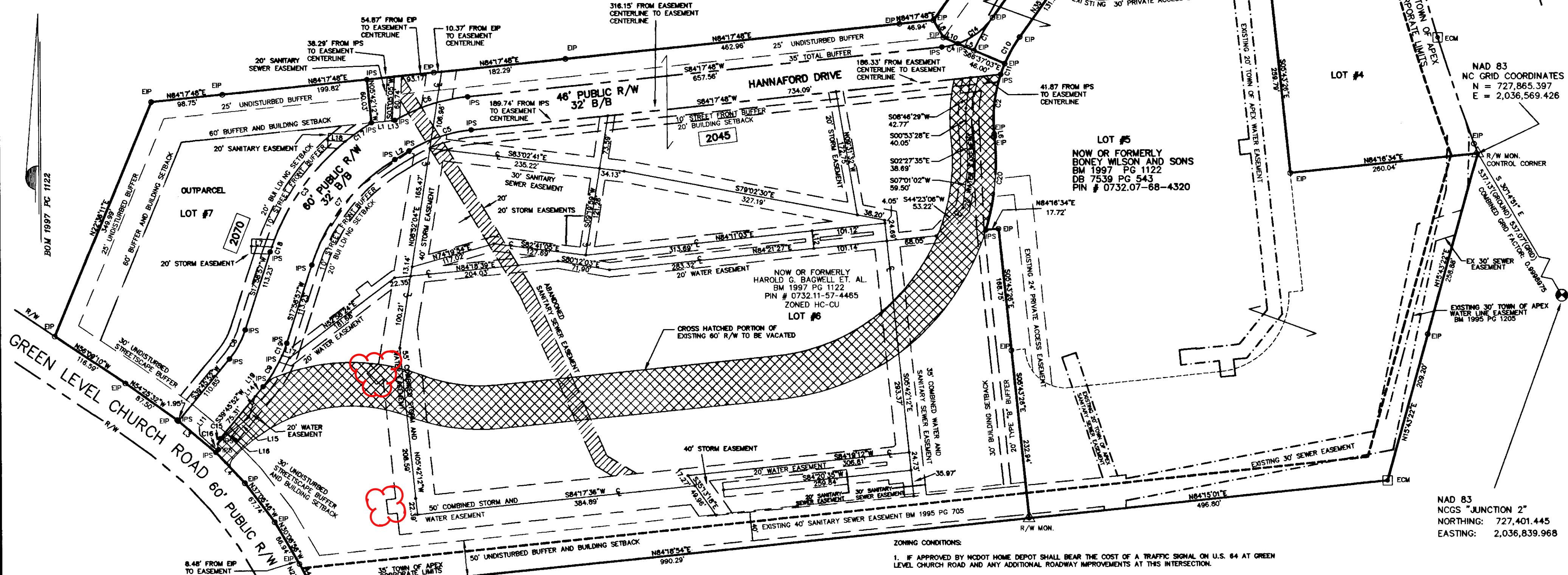
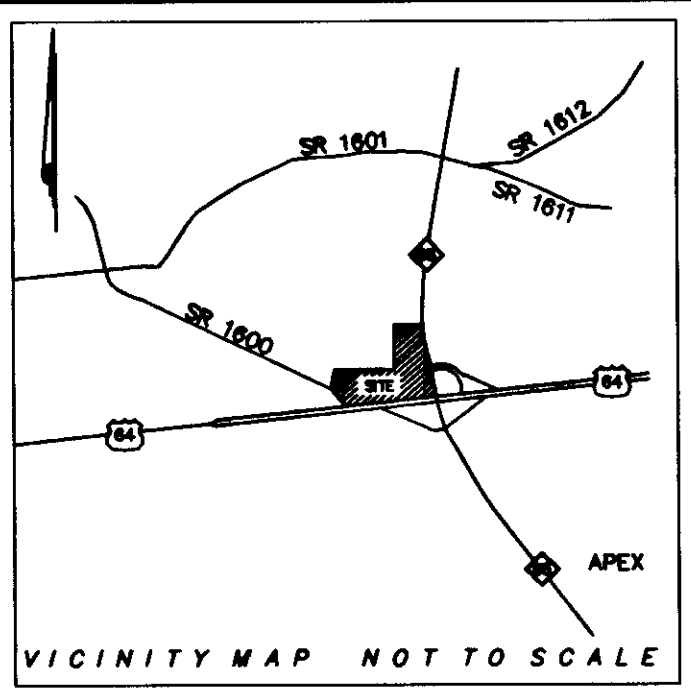
THIS PLAT IS NOT TO BE RECORDED
 AFTER _____ DAY OF _____
 1 COPY TO BE RETAINED FOR THE
 CITY.
 THIS PLAT IS _____ IN _____ OUT OF THE
 CITY LIMITS.

LEGEND:

- LINES SURVEYED
- - - LINES NOT SURVEYED
- RIGHT-OF-WAY LINES
- EXISTING IRON PIPE
- EXISTING CONCRETE MONUMENT
- RIGHT OF WAY MONUMENT
- IRON PIPE SET
- COMPUTED POINT
- BOOK OF MAPS
- DEED BOOK
- PAGE
- ADDRESS

O EIP
 □ EOM
 △ R/W MON.
 ● IPS
 ● BM
 ● DB
 ● PG

2045

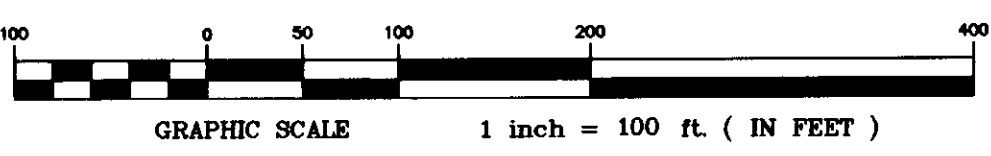


CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD	BEARING
C1	241.00'	52.22'	52.12'	S49°35'23"W
C2	195.00'	83.08'	82.48'	S08°28'33"W
C3	325.50'	179.58'	177.31'	S35°04'11"W
C4	98.31'	22.33'	22.28'	N77°47'26"E
C5	204.50'	90.72'	89.98'	S71°35'14"W
C6	251.76'	105.98'	105.20'	S72°12'20"W
C7	265.50'	189.50'	185.51'	S38°25'48"W
C8	120.00'	45.62'	45.35'	N28°52'25"E
C9	180.00'	50.44'	50.28'	N31°44'09"E
C10	195.00'	42.25'	42.17'	S49°35'23"W
C11	195.00'	15.98'	15.98'	S41°32'08"W
C12	25.00'	21.52'	20.86'	S39°03'58"E
C13	52.50'	29.34'	28.96'	S79°43'50"E
C14	98.31'	60.89'	59.92'	N53°32'27"E
C15	15.50'	9.46'	9.32'	S22°18'30"W
C16	15.50'	6.79'	6.73'	S07°45'36"E
C17	325.50'	44.27'	44.24'	S54°48'17"W
C18	325.50'	7.26'	7.26'	S18°37'25"W
C19	180.00'	17.98'	17.98'	N20°50'42"E
C20	330.00'	131.30'	130.44'	S05°38'38"W

Wake County, NC 281
 Laura M Riddick, Register Of Deeds
 Presented & Recorded 08/15/2000 12:52:58
 Book : B12000 Page : 01384

U.S. HIGHWAY 64
 318' PUBLIC R/W



- ZONING CONDITIONS:**
- IF APPROVED BY NCDOT HOME DEPOT SHALL BEAR THE COST OF A TRAFFIC SIGNAL ON U.S. 64 AT GREEN LEVEL CHURCH ROAD AND ANY ADDITIONAL ROADWAY IMPROVEMENTS AT THIS INTERSECTION.
 - HOME DEPOT SHALL INSTALL A SIGN LOCATED AT THE INTERSECTION OF GREEN LEVEL CHURCH ROAD AND HANNAFORD DRIVE STATING THAT "HOME DEPOT DELIVERY TRUCKS ARE PROHIBITED FROM USING THIS ENTRANCE."
 - LIGHT POLES FOR SITE AREA LIGHTS SHALL NOT EXCEED A HEIGHT OF 30 FEET.
 - HOME DEPOT SHALL ADJUST ITS SITE LAYOUT AND ITS OUTPARCEL LAYOUT TO PROVIDE A 60 FOOT BUFFER PERPENDICULAR TO ALL SINGLE-FAMILY DETACHED LOTS WITH THE FIRST 25 FEET BEING UNDISTURBED EXCEPT FOR THE INSTALLATION OF SUPPLEMENTAL PLANTINGS AND AN 8' HIGH CLOSED WOODEN FENCE AS DEPICTED ON THE SITE PLAN.
 - HOME DEPOT SHALL ADJUST ITS SITE LAYOUT TO PROVIDE A 35-FOOT BUFFER PERPENDICULAR TO THE WALDEN POND TOWNHOMES. THE FIRST 25 FEET OF THIS BUFFER SHALL BE UNDISTURBED EXCEPT FOR THE INSTALLATION OF SUPPLEMENTAL PLANTINGS AS SHOWN ON THE SITE PLAN. WE NOTE THAT WITH THE APPROVED 25 FOOT WIDE TYPE A BUFFER ON THE WALDEN POND TOWNHOMES SITE PLAN THIS WILL CREATE A TOTAL BUFFER WIDTH OF 60 FEET BETWEEN ALL RESIDENTIAL USES AND HOME DEPOT.
 - HOME DEPOT SHALL NOT HAVE AN OUTDOOR PUBLIC ADDRESS SYSTEM INCLUDING THE GARDEN CENTER.
 - HOME DEPOT SHALL COMPLY WITH ALL FEDERAL, STATE AND LOCAL REGULATIONS REGARDING THE STORAGE AND HANDLING OF HAZARDOUS MATERIALS. HOME DEPOT SHALL ALSO PROVIDE DOCUMENTATION TO THE SATISFACTION OF THE APEX FIRE CHIEF THAT DEMONSTRATES COMPLIANCE WITH THESE REGULATIONS.

LINE TABLE

LINE	BEARING	LENGTH
L1	S84°17'48"W	28.01'
L2	S58°32'40"W	23.10'
L3	N49°36'04"W	69.66'
L4	N43°15'49"W	56.23'
L5	S66°37'03"E	24.47'
L6	N05°43'10"W	2.74'
L7	N87°48'59"W	28.12'
L8	S29°49'23"E	27.56'
L9	S54°12'11"E	14.00'
L10	N68°37'03"W	21.23'
L11	S40°23'56"W	5.38'
L12	S05°38'24"E	24.44'
L13	N84°17'48"E	3.60'
L14	N16°29'29"E	30.02'
L15	S52°09'24"W	28.96'
L16	S47°07'14"W	27.51'
L17	S72°58'44"E	10.88'
L18	N86°44'19"W	23.91'
L19	N39°45'52"E	17.47'

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 license agreement and to the terms and conditions of
 the system. The user shall be responsible for the
 accuracy of the data and for the accuracy of the
 results. The user shall be responsible for the
 accuracy of the data and for the accuracy of the
 results. The user shall be responsible for the
 accuracy of the data and for the accuracy of the
 results.

DSAtlantic
 901 JONES FRANKLIN ROAD • SUITE 300 • RALEIGH, NC 27606
 919-851-8866 • FAX 919-851-7024
 CHARLOTTE, NC • COLUMBIA, SC • MACON, GA • NASHVILLE, TN
 RALEIGH, NC • RICHMOND, VA • WINSTON-SALEM, NC

FINAL PLAT
SHOPPING CENTER
US HIGHWAY 64 & NC HIGHWAY 55
WHITE OAK TOWNSHIP
WAKE COUNTY NORTH CAROLINA

ISSUE SEQUENCE

NO.	DATE	DESCRIPTION
1	11/23/99	COMMENTS
2	3/17/00	COMMENTS

PROJECT NO.: AKL001.000
 SURVEYED BY: GNJ
 DRAWN BY: FRC
 CHECKED BY: TET
 DATE: 11/04/99
 G: /AKL/001/SURV/DWG
 CADD #: RECOMB.DWG

SHEET NO.
S-2

SURVEY NOTES:

1. PLANIMETRIC FEATURES SHOWN HEREON ARE BASED UPON A FIELD SURVEY PERFORMED BY SAM LLC FOR KIMLEY HORN AND WILL NOT REFLECT ANY CHANGES TO THE PHYSICAL SITE THROUGH MANMADE OR NATURAL OCCURRENCES BEYOND 02/24/2022.
2. ALL DISTANCES SHOWN HEREON ARE HORIZONTAL GROUND AND EXPRESSED IN FEET AND DECIMAL OF FEET.
3. NO EXCAVATIONS WERE MADE TO VERIFY UNDERGROUND UTILITY LOCATIONS. ANY UNDERGROUND EXCAVATION WILL NEED TO BE COORDINATED WITH 811 - NORTH CAROLINA ONE CALL SYSTEM AT THE TIME OF EXCAVATION.
4. THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP.
5. ANY USE OF THIS DRAWING BY PARTIES NOT CONTRACTED DIRECTLY WITH SAM LLC OR CERTIFIED TO ON THIS DRAWING IS PROHIBITED WITHOUT PRIOR WRITTEN PERMISSION.
6. THE USER OF THIS SURVEY WILL NEED TO REVIEW ALL ZONING INFORMATION AVAILABLE, SINCE ALL ZONING REQUIREMENTS CAN NOT BE DEPICTED GRAPHICALLY, TO DETERMINE THE SUITABILITY OF THE SITE FOR A SPECIFIC INTENDED USE.
7. SUBJECT PARCEL ZONED "X" BY FEMA FLOOD PLAN PANEL 3720073200K EFFECTIVE ON 07/19/2022.
8. WHERE THE TOWN OF APEX PUBLIC UTILITY ARE INSTALLED WITHIN EASEMENTS CROSSING PRIVATE PROPERTY, THE TOWN WATER RESOURCES DEPARTMENT, PUBLIC WORKS AND TRANSPORTATION DEPARTMENT AND ELECTRIC UTILITIES DEPARTMENT SHALL HAVE RIGHT TO ENTER UPON THE EASEMENT FOR THE PURPOSES OF INSPECTING, REPAIRING AND REPLACING THE SEWER MAIN AND APPURTENANCES, WHERE PAVED PRIVATE STREETS, DRIVEWAYS, PARKING LOTS, ETC. HAVE BEEN INSTALLED OVER PUBLIC SEWER MAINS, THE TOWN OF APEX SHALL NOT BE RESPONSIBLE FOR THE REPAIR OR REPLACEMENT OF PAVEMENT, CURBING, ETC. WHICH MUST BE REMOVED TO FACILITATE REPAIRS. THE WATER RESOURCE DEPARTMENT, PUBLIC WORKS AND TRANSPORTATION DEPARTMENT AND ELECTRICAL UTILITIES DEPARTMENT SHALL EXCAVATE AS NECESSARY TO MAKE THE REPAIR AND SHALL BACKFILL THE DISTURBED AREA TO APPROXIMATELY THE ORIGINAL GRADE. REPLACEMENT OF PRIVATELY OWNED PAVEMENT, CURBING, WALKWAYS, ETC. SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER AND/ OR HOMEOWNERS ASSOCIATION.
9. ALL OFF SITE EASEMENTS SHALL BE ACQUIRED BY THE DEVELOPER AND THESE OFF SITE EASEMENTS SHALL BE RECORDED BY A DEED OF EASEMENT PRIOR TO UTILITY INFRASTRUCTURE CONSTRUCTION APPROVAL. THESE EASEMENTS SHALL BE DEDICATED TO THE TOWN OF APEX AND LABELED "TOWN OF APEX PUBLIC UTILITY EASEMENT".
10. NO PERSON SHALL PLACE ANY PART OF A STRUCTURE, ANY PERMANENT EQUIPMENT, OR IMPONEMENT UPON THE TOWN OF APEX PUBLIC UTILITY EASEMENTS. PROHIBITED STRUCTURES INCLUDE, BUT ARE NOT LIMITED TO: BUILDINGS, HOUSES, AIR CONDITIONING UNITS, HEAT PUMP UNITS, STORAGE/TOOL SHEDS, SWIMMING POOLS, WALLS, RETAINING WALL MECHANISMS/ APPURTENANCES, DECKS, GARAGES, AND FENCES. UPON PRIOR WRITTEN APPROVAL BY THE WATER RESOURCE DEPARTMENT, PUBLIC WORKS AND TRANSPORTATION DEPARTMENT OR ELECTRICAL UTILITIES DEPARTMENT, AS APPROPRIATE, FENCES MAY BE PERMITTED ACROSS EASEMENT PROVIDED THAT AN ACCESS GATE IS INSTALLED FOR THE FULL WIDTH OF THE EASEMENT.
11. NO PERSON SHALL PLANT TREES, SHRUBS, OR OTHER PLANTS WITHIN A TOWN OF APEX PUBLIC UTILITY EASEMENT WITHOUT PRIOR WRITTEN APPROVAL FROM THE WATER RESOURCE DEPARTMENT, PUBLIC WORKS AND TRANSPORTATION DEPARTMENT, OR ELECTRICAL UTILITIES DEPARTMENT, AS APPROPRIATE.
12. CONTACT THE PLANNING DEPARTMENT TO GET A COPY OF THE ZONING CONDITIONS.

PARCEL AREA

LOT 6 (AREA PER DEED):
0.364115 SQ. FT.
14.61 AC.

ZONING INFORMATION

ZONED: PC-CU - CONDITIONAL USE
FRONT: 10, SIDE: 8', REAR: 25'
SECONDARY WATERSHED DISTRICT

LEGEND AND ABBREVIATIONS:

- CONCRETE MONUMENT
- 80D NAIL
- FIRE HYDRANT
- WATER VALVE
- STORMWATER MANHOLE
- CALCULATED POINT
- STORM WATER PIPE
- GUARDRAIL
- TOPO FEATURE (AS NOTED)
- CHAIN LINK FENCE
- UNDERGROUND ELECTRIC
- UNDERGROUND WATER
- TREE LINE
- ESMT TO BE ABANDONED
- ESMT HEREBY DEDICATED
- PARCEL IDENTIFICATION
- DEED BOOK
- P.G.
- P.O.C.
- P.O.B.
- B.M.
- ESMT.
- CONC.
- AC.
- ESMT TO BE ABANDONED
- ESMT HEREBY DEDICATED

REVIEW OFFICER CERTIFICATE:

I, _____, REVIEW OFFICER OF WAKE COUNTY, CERTIFY THAT THIS PLAT MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER _____ DATE _____
APPROVAL EXPIRES IF NOT RECORDED ON OR BEFORE _____

OWNERSHIP AND DEDICATION CERTIFICATE:

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREIN, AND ALL THE SHEETS RELATED HERETO, WHICH IS LOCATED IN THE JURISDICTION OF THE TOWN OF APEX, AND THAT I HEREBY ADOPT THIS EASEMENT PLAT WITH MY FREE CONSENT, AND AS APPLICABLE, CERTIFY THAT THIS PLAN COMPLIES WITH BUILDING SETBACK LINES ESTABLISHED BY THE TOWN OF APEX UNIFIED DEVELOPMENT ORDINANCE AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS, AND OTHER SITES AND EASEMENTS TO PUBLIC OR PRIVATE USE AS NOTED AND WILL MAINTAIN THE SAME TO THE STANDARDS SET FORTH BY THE TOWN OF APEX UNIFIED DEVELOPMENT ORDINANCE UNTIL THE TOWN OR HOMEOWNERS ASSOCIATION TAKES OVER THIS RESPONSIBILITY. FURTHERMORE, I HEREBY DEDICATE ALL ELECTRICAL SYSTEMS WHICH ARE LOCATED WITHIN THE MUNICIPAL ELECTRIC SERVICE AREA, SEWER AND WATER LINES TO THE TOWN OF APEX.

SIGNATURE _____ DATE _____

NOTARY PUBLIC CERTIFICATE:

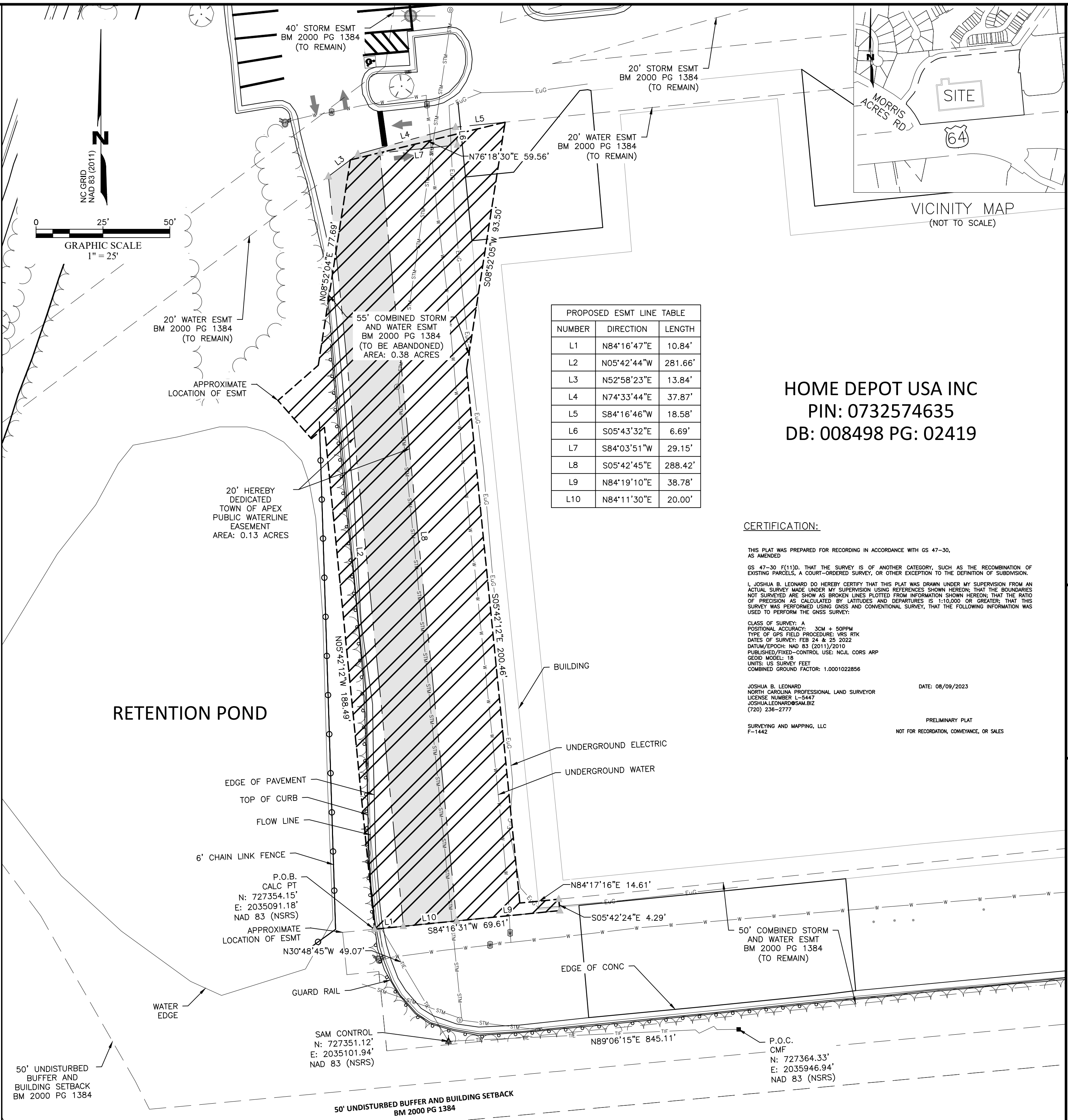
I, _____, A NOTARY PUBLIC OF THE COUNTY OF _____ STATE OF NORTH CAROLINA HEREBY CERTIFY THAT _____ PERSONALLY APPEARED BEFORE ME THIS DAY AND UNDER OATH AND ACKNOWLEDGED THAT THE ABOVE FORM AS EXECUTED BY HIM/HER, WITNESS MY HAND AND SEAL THIS DAY THE _____ DAY OF _____ 20____.

(SEAL) NOTARY _____ MY COMMISSION EXPIRES _____

COMPLIANCE CERTIFICATE:

THIS EASEMENT GENERALLY COMPLIES WITH THE APPROVED CONSTRUCTION PLANS

WATER RESOURCES DIRECTOR _____ DATE _____



PROPOSED ESMT LINE TABLE

NUMBER	DIRECTION	LENGTH
L1	N84°16'47"E	10.84'
L2	N05°42'44"W	281.66'
L3	N52°58'23"E	13.84'
L4	N74°33'44"E	37.87'
L5	S84°16'46"W	18.58'
L6	S05°43'32"E	6.69'
L7	S84°03'51"W	29.15'
L8	S05°42'45"E	288.42'
L9	N84°19'10"E	38.78'
L10	N84°11'30"E	20.00'

HOME DEPOT USA INC
PIN: 0732574635
DB: 008498 PG: 02419

CERTIFICATION:

THIS PLAT WAS PREPARED FOR RECORDING IN ACCORDANCE WITH GS 47-30, AS AMENDED
GS 47-30 F(1)D. THAT THE SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION.
I, JOSHUA B. LEONARD DO HEREBY CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION USING REFERENCES SHOWN HEREON; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION SHOWN HEREON; THAT THE RATIO OF PRECISION AS CALCULATED BY LATITUDES AND DEPARTURES IS 1:10,000 OR GREATER; THAT THIS SURVEY WAS PERFORMED USING GNSS AND CONVENTIONAL SURVEY, THAT THE FOLLOWING INFORMATION WAS USED TO PERFORM THE GNSS SURVEY:
CLASS OF SURVEY: A
POSITIONAL ACCURACY: 3CM + 50PPM
TYPE OF GPS FIELD PROCEDURE: VRS RTK
DATES OF SURVEY: FEB 24 & 25 2022
DATUM/EPOCH: NAD 83 (2011)/2010
PUBLISHED/FIXED-CONTROL USE: NCAL CORS ARP
GEOID MODEL: 18
UNITS: US SURVEY FEET
COMBINED GROUND FACTOR: 1.0001022856
JOSHUA B. LEONARD
NORTH CAROLINA PROFESSIONAL LAND SURVEYOR
LICENSE NUMBER 1-5447
JOSHUA.LEONARD@SAM.BIZ
(720) 236-2777
DATE: 08/09/2023
PRELIMINARY PLAT
NOT FOR RECORDATION, CONVEYANCE, OR SALES

PROJECT: KIMLEY - HORN
HD APEX EASEMENT DEDICATION
JOB NUMBER: 102208001
DATE: 08/09/2023
SURVEYOR: JOSHUA LEONARD
TECHNICIAN: RICHARD SASAMOTO, VICTORIA RETNOLIOS
DRAWING: KH - HD APEX ESMT DED
PARTICULARS: 0732574635
FIELDBOOKS:

2641-116 Summer Blvd.
Raleigh, NC 27616
Ofc: 919.878.7466
Email: info@sam.biz
Firm License #: F-1442



SHEET 1
OF 1

OWNER INFORMATION
HOME DEPOT USA INC.
ATLANTA, GA 30348

EASEMENT PLAT
HOME DEPOT, APEX
WHITE OAK TOWNSHIP
WAKE COUNTY, NORTH CAROLINA

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: September 12, 2023

Item Details

Presenter(s): Captain Joey Best

Department(s): Police

Requested Motion

Motion to declare one (1) badge and (1) service weapon (Glock Model 17 9mm handgun, Serial Number XTA-781) as surplus property; and, award to Retiring Officer Jeff Antonsen who retired from the Apex Police Department.

Approval Recommended?

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".

Officer Jeff Antonsen retired from the Apex Police Department as of August 31, 2023 and has made a request to be awarded his badge and service handgun.

In recognition of his 11 years of service in law enforcement to the Apex Police Department, Captain Best requests that one "Police Officer" 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 Officer Jeff Antonsen.

- Glock Model 17 9mm handgun, Serial Number XTA-781

Attachments

NONE



| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: September 12, 2023

Item Details

Presenter(s): Allen Coleman, Town Clerk

Department(s): Town Clerk's Office

Requested Motion

Motion to approve the Wake County Tax Administration Tax Report for the Town of Apex dated July 04, 2023 and the Wake County Tax Administration Tax Report for the Town of Apex dated August 05, 2023.

Approval Recommended?

Yes

Item Details

The Wake County Board of Commissioners, in regular session on August 21, 2023, approved and accepted the enclosed tax report for the Town of Apex, dated July 4, 2023 for the period of June 1, 2023 through June 30, 2023.

And

The Wake County Board of Commissioners, in regular session on September 5, 2023, approved and accepted the enclosed tax report for the Town of Apex, dated August 5, 2023 for the period of July 1, 2023 through July 31, 2023.

Attachments

- CN9-A1: Tax Report for June 2023
- CN9-A2: Tax Report for July 2023





Board of Commissioners
P.O. Box 550 • Raleigh, NC 27602

TEL 919 856 6180
FAX 919 856 5699

SHINICA THOMAS, CHAIR
SUSAN EVANS, VICE-CHAIR
VICKIE ADAMSON
MATT CALABRIA
DON MIAL
CHERYL STALLINGS
JAMES WEST

August 22, 2023

Mr. Allen Coleman
Town Clerk
Town of Apex
Post Office Box 250
Apex, North Carolina 27502

Dear Mr. Coleman:

The Wake County Board of Commissioners, in regular session on August 21, 2023, approved and accepted the enclosed tax report for the Town of Apex.

The attached adopted actions are submitted for your review; no local board action is required.

Sincerely,

A handwritten signature in blue ink that reads "Antoinette H. Womack".

Antoinette H. Womack
Deputy Clerk to the Board
Wake County Board of Commissioners

Enclosure(s)



Wake County Tax Administration

Rebate Details
06/01/2023 - 06/30/2023
APEX

DATE 07/04/2023
TIME 10:30:07 PM
PAGE 1

REBATE NUMBER	PROPERTY TAG	CITY TAG	LATE LIST	BILLED INTEREST	TOTAL REBATED	PROCESS DATE	ACCOUNT NUMBER	TAX YEAR	BILLING YEAR	OWNER
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BUSINESS ACCOUNTS

848868	140.88	0.00	14.09	0.00	154.97	06/07/2023	0006676044	2022	2022	000000	TLP HEATING & AIR INC
848867	134.01	0.00	13.40	0.00	147.41	06/07/2023	0006676044	2021	2021	000000	TLP HEATING & AIR INC
848866	130.58	0.00	13.06	0.00	143.64	06/07/2023	0006676044	2020	2020	000000	TLP HEATING & AIR INC
SUBTOTALS FOR BUSINESS ACCOUNTS	405.47	0.00	40.55	0.00	446.02			3			Properties Rebated

INDIVIDUAL PROPERTY ACCOUNTS

849730	2.38	30.00	0.24	0.00	32.62	06/14/2023	0006674585	2022	2022	000000	SMITH, FREDERICK EARL
849006	478.43	120.00	47.84	0.00	646.27	06/08/2023	0006723224	2022	2022	000000	SUPPLY SOURCE ENTERPRISES INC
850308	361.99	30.00	0.00	0.00	391.99	06/21/2023	0006998947	2023	2022	000000	BOYLE, KEVIN JOSEPH II
849005	505.66	120.00	50.57	0.00	676.23	06/08/2023	0006723224	2021	2021	000000	SUPPLY SOURCE ENTERPRISES INC
SUBTOTALS FOR INDIVIDUAL PROPERTY ACCOUNTS	1,348.46	300.00	98.65	0.00	1,747.11			4			Properties Rebated



Wake County Tax Administration

Rebate Details
 06/01/2023 - 06/30/2023
APEX

DATE 07/04/2023
 TIME 10:30:22 PM
 PAGE 2

REBATE NUMBER	PROPERTY TAG	CITY TAG	LATE LIST	BILLED INTEREST	TOTAL REBATED	TOTAL PROCESS DATE	ACCOUNT NUMBER	TAX YEAR	BILLING YEAR	OWNER

TOTAL REBATED FOR APEX	1,753.93	300.00	139.20	0.00	2,193.13				7	Properties Rebated for City
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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

September 6, 2023

Mr. Allen Coleman
Town Clerk
Town of Apex
Post Office Box 250
Apex, North Carolina 27502

Dear Mr. Coleman:

The Wake County Board of Commissioners, in regular session on September 5, 2023, approved and accepted the enclosed tax report for the Town of Apex.

The attached adopted actions are submitted for your review; no local board action is required.

Sincerely,

A handwritten signature in black ink that reads "Yvonne Gilyard".

Yvonne Gilyard
Clerk to the Board
Wake County Board of Commissioners

Enclosure(s)

Board Report

Date : 09/05/2023

TO : WAKE COUNTY BOARD OF COMMISSIONERS
RE: CONSIDERATION OF REFUND FOR TAXES, INTEREST AND PENALTIES FOR APEX

Return

Approved By : 

DocuSigned by:

485026622694490

No.	Name of Tax Payer	Account Number	Tax and Penalties	Total Rebate	Total Refund	Request Status
1	SLADE, GARY RAY 860 KAYLIN LN APEX NC, 27523 - 7533	0004210629- 2022- 2022- 000000	City 145.59 County 219.98	365.57	365.57	Refund
	Marcus D. Kinrade		Total City Rebated 145.59			
	Wake County Tax Administrator		Total County Rebated 219.98			
			Total Rebate/Refund 365.57	365.57	365.57	

DocuSigned by:

03C5063B04D7486...

CC:

*Refund amount may differ from rebated total due to released interest or application of payment to any balance due on the account.



Wake County Tax Administration

Rebate Details
07/01/2023 - 07/31/2023
APEX

DATE 08/05/2023
TIME 10:40:21 AM
PAGE 1

REBATE NUMBER	PROPERTY TAG	CITY TAG	LATE LIST	BILLED INTEREST	TOTAL REBATED	PROCESS DATE	ACCOUNT NUMBER	TAX YEAR	BILLING YEAR	OWNER
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BUSINESS REAL ESTATE ACCOUNTS

853430	977.05	0.00	0.00	0.00	977.05	07/27/2023	0000496634	2023	2023	000000	A SQUARED LLC
852669	797.46	0.00	0.00	0.00	797.46	07/18/2023	0000403258	2023	2023	000000	KCK HOLDINGS LIMITED PARTNERSHIP
853859	660.00	0.00	0.00	0.00	660.00	07/31/2023	0000451469	2023	2023	000000	STILLWATER OWNERS ASSOCIATION INC

SUBTOTALS FOR BUSINESS REAL ESTATE ACCOUNTS 2,434.51 0.00 0.00 0.00 2,434.51 3 Properties Rebated

INDIVIDUAL PROPERTY ACCOUNTS

851768	156.83	30.00	0.00	0.00	186.83	07/06/2023	0006980944	2023	2022	000000	AUSTIN, ELIZABETH MCCARSON
852265	129.17	30.00	0.00	0.00	159.17	07/12/2023	0006981013	2023	2022	000000	KOOL, CARLENA LEA
854006	12.36	0.00	0.00	0.00	12.36	07/31/2023	0007001966	2023	2022	000000	KAYSER, MOHAMMAD FERAZ AHMED
851769	12.01	0.00	0.00	0.00	12.01	07/06/2023	0006981019	2023	2022	000000	AUSTIN, TERRY HARRISON
853295	3.99	0.00	0.40	0.00	4.39	07/24/2023	0006828362	2023	2023	000000	MCFARLIN, MATTHEW JAMES
851771	82.49	30.00	0.00	0.00	112.49	07/06/2023	0006978055	2023	2022	000000	AUSTIN, TERRY HARRISON
853294	4.13	0.00	0.41	0.00	4.54	07/24/2023	0006828362	2022	2022	000000	MCFARLIN, MATTHEW JAMES

SUBTOTALS FOR INDIVIDUAL PROPERTY ACCOUNTS 400.98 90.00 0.81 0.00 491.79 7 Properties Rebated



Wake County Tax Administration
 Rebate Details
 07/01/2023 - 07/31/2023
APEX

DATE: 08/05/2023
 TIME: 10:40:35 AM
 PAGE: 2

REBATE NUMBER	PROPERTY	CITY TAG	LATE LIST	BILLED INTEREST	TOTAL REBATED	PROCESS DATE	ACCOUNT NUMBER	TAX YEAR	BILLING FOR TYPE	OWNER
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INDIVIDUAL REAL ESTATE ACCOUNTS

853431	271.31	0.00	0.00	0.00	271.31	07/27/2023	0000494042	2023	000000	PATEL, ALPESH
852919	87.47	0.00	0.00	0.00	87.47	07/20/2023	0000497339	2023	000000	SINHA, RAHUL
852671	48.19	0.00	0.00	0.00	48.19	07/18/2023	0000490640	2023	000000	MISRO, AMITABH
852528	228.54	0.00	0.00	0.00	228.54	07/18/2023	0000490545	2023	000000	ZHANG, YUANJI
851476	235.39	0.00	0.00	0.00	235.39	07/01/2023	0000292305	2023	000000	MARGARET T OKEEFFE TRUST
851465	599.87	0.00	0.00	0.00	599.87	07/01/2023	0000295525	2023	000000	PAPPAS, GEORGE
851441	721.48	0.00	0.00	0.00	721.48	07/01/2023	0000277691	2023	000000	ATKINSON, PETER
851443	715.34	0.00	0.00	0.00	715.34	07/01/2023	0000202659	2023	000000	HAWLEY, JOANNE B
853869	628.47	0.00	0.00	0.00	628.47	07/31/2023	0000100214	2023	000000	MCCALL, CLIFTON E

SUBTOTALS FOR INDIVIDUAL REAL ESTATE ACCOUNTS	3,536.06	0.00	0.00	0.00	3,536.06		9	Properties	Rebated	
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WILDLIFE BOAT ACCOUNTS

853469	31.50	0.00	0.00	0.00	31.50	07/26/2023	0004213670	2023	000000	OVCHARENKO, ANDREY
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SUBTOTALS FOR WILDLIFE BOAT ACCOUNTS	31.50	0.00	0.00	0.00	31.50		1	Properties	Rebated	
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Wake County Tax Administration

Rebate Details
 07/01/2023 - 07/31/2023
 APEX

DATE 08/05/2023
 TIME 10:40:35 AM
 PAGE 3

REBATE NUMBER	PROPERTY	CITY TAG	LATE LIST	BILLED INTEREST	TOTAL REBATED	PROCESS DATE	ACCOUNT NUMBER	TAX YEAR	BILLING YEAR	OWNER
	6,403.05	90.00	0.81	0.00	6,493.86			20		Properties Rebated for City

TOTAL REBATED FOR APEX



"The Peak of Good Living"

TOWN OF APEX
NORTH CAROLINA

Proclamation

Hispanic Heritage Month 2023

from the Office of the Mayor

WHEREAS, Hispanic Heritage Month celebrates the abundant cultural traditions and the remarkable accomplishments of our Hispanic and Latino communities here in Apex; and,

WHEREAS, Originally celebrated as Hispanic Heritage Week in 1968, it was later expanded to a month in 1988, inspired by the legislative efforts of Esteban Torres of California; and,

WHEREAS, The significance of beginning Hispanic Heritage Month on September 15 lies in its associations with independence anniversaries of several countries; Costa Rica, El Salvador, Guatemala, Honduras, Nicaragua, Mexico, and Chile all celebrate their independence days on or near this date; and,

WHEREAS, Recognizing and understanding the lived experiences of the Hispanic and Latino communities within Apex holds paramount importance in shaping and providing effective town services, and creating a sense of belonging in the community for all; and,

WHEREAS, The Town of Apex is proud to maintain ongoing partnerships with Fiesta Cristiana and El Centro to expand and enrich equity and quality of life for Hispanic and Latino individuals and families in Apex.

NOW, THEREFORE, I, Jacques K. Gilbert, Mayor of Apex, North Carolina, do hereby proclaim, the month of September 15-October 15, "Hispanic Heritage Month" in the Town of Apex, and ask all residents to join me in celebrating our Hispanic and Latino friends and neighbors who are such integral parts of our community.

I hereby set my hand and have caused the Seal of the Town of Apex,
North Carolina, to be affixed this the 12th day of September 2023

Jacques Gilbert, Mayor



"The Peak of Good Living"

TOWN OF APEX
NORTH CAROLINA

Proclamation

Indigenous Peoples Day 2023

from the Office of the Mayor

WHEREAS, The Town of Apex recognizes that the lands we now know as the Americas were occupied by their Indigenous Peoples long before European Settlers arrived; and,

WHEREAS, Apex is built upon land where Indigenous Peoples cultivated communities, coexisted with nature, and worshipped, and we recognize the profound responsibility we have in honoring and maintaining this Indigenous heritage and tradition in our town; and,

WHEREAS, The community southwest of Apex, known as Friendship, brought together Indigenous Peoples, African Americans, and European Americans; and,

WHEREAS, The town acknowledges the numerous contributions Indigenous Peoples have made to our town and country through their knowledge, technology, philosophy, art, and culture; and,

WHEREAS, The town is committed to promoting policies and practices that enable our society to continue making progress toward the ideal of "Liberty and Justice for all", including for all Indigenous Peoples; and,

WHEREAS, The United States endorsed the United Nations Declaration on the Rights of Indigenous Peoples on December 16, 2010, which states "Indigenous Peoples have suffered from historic injustices as a result of their colonization and dispossession of their lands, territories, and resources." The Town of Apex stands in affirmation with this Declaration.

NOW, THEREFORE, I, Jacques K. Gilbert, Mayor of Apex, North Carolina, do hereby proclaim October 9, 2023 as Indigenous Peoples Day in the Town of Apex, and invite all residents to join me in celebrating the rich traditions and history of Indigenous Peoples in our town and country, and in committing ourselves to furthering equality in our community.

I hereby set my hand and have caused the Seal of the Town of Apex, North Carolina, to be affixed this the 12th day of September 2023

Jacques Gilbert, Mayor



"The Peak of Good Living"

TOWN OF APEX
NORTH CAROLINA

Proclamation

Party in the Peak Day 2023

from the Office of the Mayor

WHEREAS, The Town of Apex is commemorating its 150th anniversary of incorporation with a full year of activities and events, with the biggest celebration – Party in the Peak – being held on September 23, 2023 at the Apex Town Campus from 10 AM to 5 PM; and,

WHEREAS, Party in the Peak is a free festival featuring interactive exhibits on the history and culture of Apex, youth performances, local bands, community member stories, food trucks offering special 150th themed menus, and a GovLove area that shows how town jobs serve our community through activities and games; and,

WHEREAS, Party in the Peak transforms Apex's Town Campus into an interactive museum where residents and visitors can come together and explore the story of Apex; and,

WHEREAS, Party in the Peak is yet another example of how the Apex 150th celebration year fosters unification and common understanding among our diverse population, as we share and learn from our unique stories, values, and aspirations; and,

WHEREAS, Community members are invited to go All In with Apex by attending the Party, as a way of demonstrating their pride and enthusiasm for the place we call home.

NOW, THEREFORE, I, Jacques K. Gilbert, Mayor of Apex, North Carolina, do hereby proclaim September 23, 2023 Party in the Peak Day in the Town of Apex, and urge all residents to join me in celebrating the Past, Present, and Potential of our town through this once-in-a-lifetime celebration.

I hereby set my hand and have caused the Seal of the Town of Apex,
North Carolina, to be affixed this the 12th day of September 2023

Jacques Gilbert, Mayor



"The Peak of Good Living"

TOWN OF APEX NORTH CAROLINA

Proclamation

Patriot Day 2023

from the Office of the Mayor

WHEREAS, On September 11, 2001, the United States suffered a grievous loss. Nearly 3,000 individuals lost their lives in these terrorist attacks, creating an irreplaceable void in the fabric of our nation; and,

WHEREAS, Patriot Day is a National Day of Service and Remembrance that serves as a solemn tribute to those who were lost in the September 11th attacks, and a way to honor their sacrifice through service to our community; and,

WHEREAS, Firefighters on the scene tirelessly scaled up to 110 flights of stairs in hopes they could save people from the burning towers, knowing fully those grueling steps were likely the last ones they would ever take; and,

WHEREAS, In the aftermath of this unprecedented tragedy, Americans came together in a profound display of service, goodwill, and unity, and affirmed that the character of our nation is one of resilience and hope, even in the darkest of times; and,

WHEREAS, On this day, we recognize the selflessness and bravery shown by the firefighters, police officers, EMTs, construction workers, passengers, colleagues, strangers, and patriots who gave their life to save another.

NOW, THEREFORE, I, Jacques K. Gilbert, Mayor of Apex, North Carolina, do hereby proclaim, September 11th, 2023, "Patriot Day" in the Town of Apex, and urge all residents to join me in honoring these patriots who made the ultimate sacrifice, and whose memory will forever remain etched into the collective heart of our nation.

I hereby set my hand and have caused the Seal of the Town of Apex,
North Carolina, to be affixed this the 12th day of September 2023

Jacques Gilbert, Mayor

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PRESENTATION

Meeting Date: September 12, 2023

Item Details

Presenter(s): Ryan Brumfield, PE, Director, Integrated Mobility Division
Jason Orthner, PE, Director, Rail Division

Department(s): North Carolina Department of Transportation (NCDOT)

Requested Motion

Receive information regarding the S-Line Transit Oriented Development Study led by the North Carolina Department of Transportation.

Approval Recommended?

Not Applicable

Item Details

The Town of Apex participated in a region-wide planning effort led by the North Carolina Department of Transportation (NCDOT) to prepare for possible future passenger rail service along the S-Line corridor. The study culminated in a final report and a “playbook” of specific recommendations to guide development supportive of passenger rail for the Town of Apex. The project team will provide a brief summary of the study, recommendations, and next steps. The final report is available at:

<https://www.ncdot.gov/divisions/integrated-mobility/innovation/s-line-study/Pages/default.aspx>.

Attachments

- PR5-A1: PowerPoint Presentation - S-Line Transit Oriented Development (TOD) Study - Final Report





Integrated Mobility Division
N.C. DEPARTMENT OF TRANSPORTATION

NCDOT S - LINE TRANSIT - ORIENTED DEVELOPMENT STUDY

APEX BRIEFING

SEPTEMBER 12, 2023

RYAN BRUMFIELD, PE

JASON ORTHNER, PE



Agenda



S-Line Overview



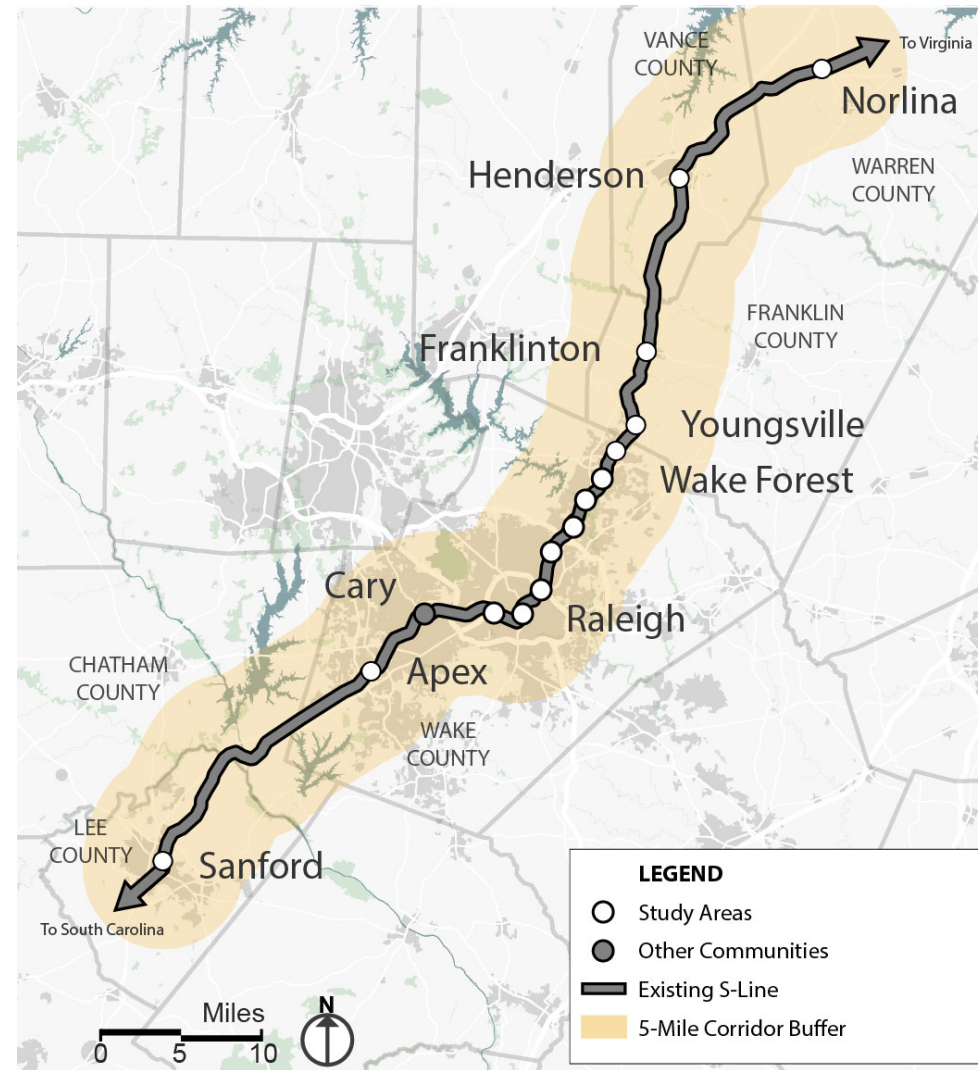
Outreach Process



TOD Vision

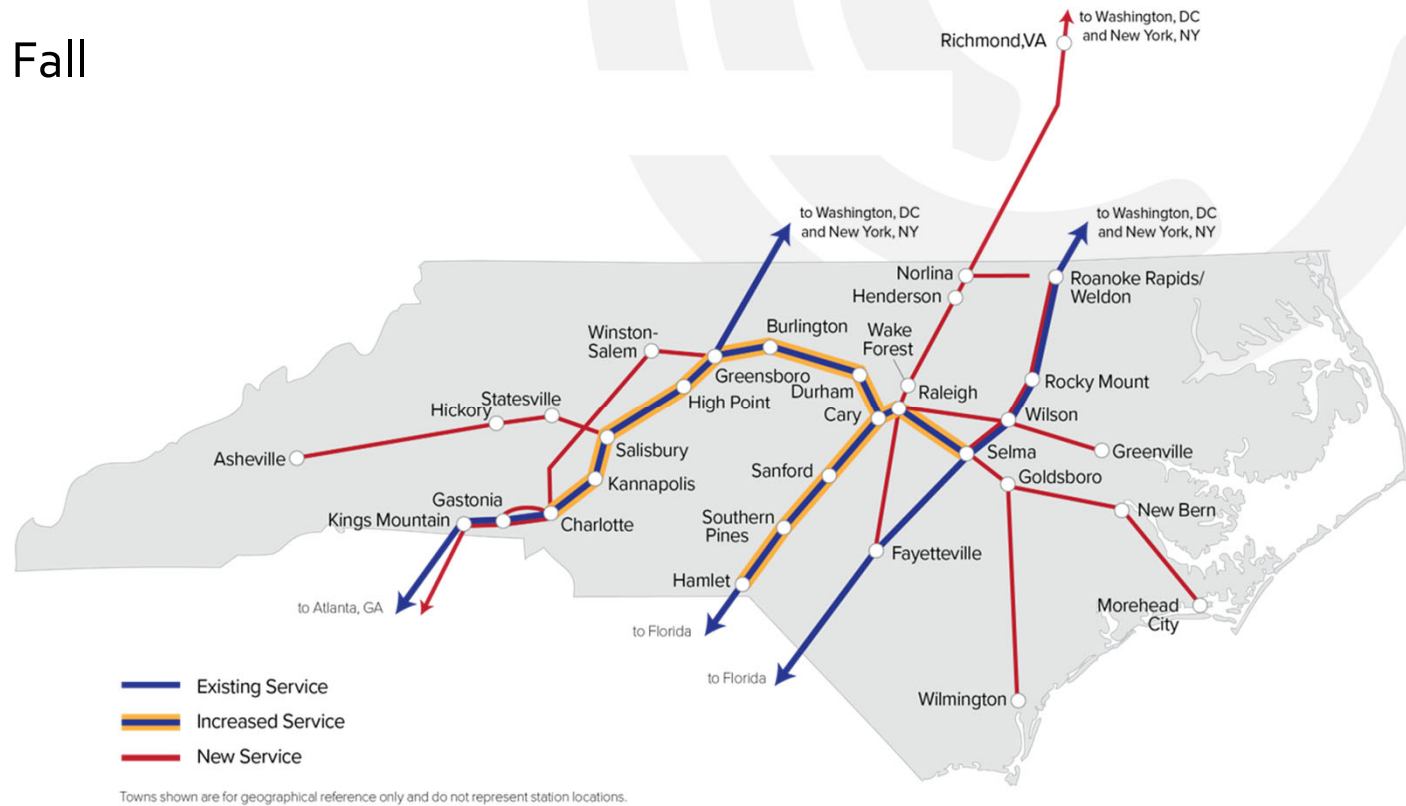


Next Steps



NC Corridor ID Program Opportunities

- Awards will be announced Fall 2023
- 12 Corridors Submitted
 - Salisbury to Asheville
 - Charlotte to Washington, DC
 - Wilmington to Raleigh
 - Charlotte to Kings Mountain
 - Greenville to Raleigh
 - Winston-Salem to Raleigh
 - Hamlet to Raleigh
 - Morehead City to Raleigh
 - Fayetteville to Raleigh
 - Winston-Salem to Charlotte
 - Weldon to Raleigh
 - Atlanta, GA to Charlotte



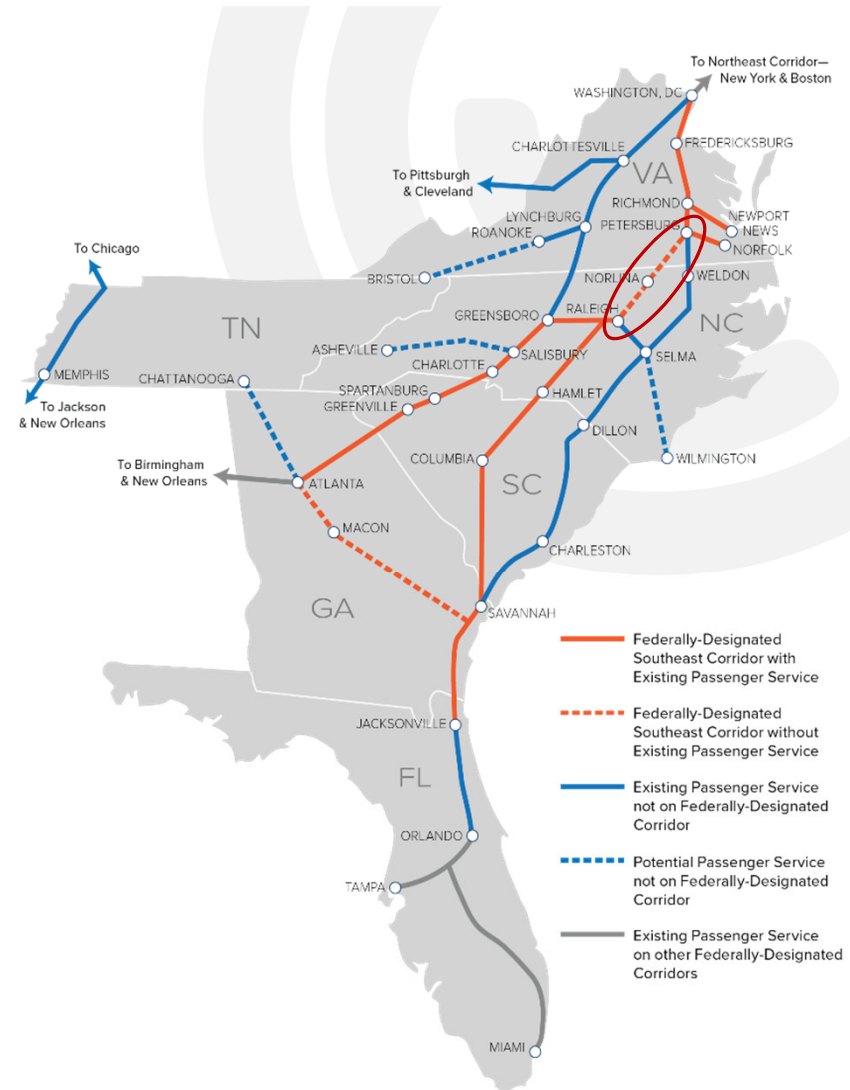
S-Line Project Overview

- Critical missing network link
- Intercity, freight and regional rail opportunities
- Future funding opportunities



S-Line Richmond to Raleigh

- NEPA complete
- Corridor acquisition underway
- Corridor photogrammetry/survey underway
- Broad community engagement ongoing
- FY 21 FRA Grant for 30% engineering underway
 - ✓ PEF onboarding
 - ✓ Detailed design to begin
- Submitted grants
 - ✓ CRISI '21 – 60% engineering/ROW
 - ✓ Fed-State Partnership '23 – Raleigh to Wake Forest construction
 - ✓ Corridor ID
- ✓ Upcoming grants – '24 Fed-State



\$109M....and counting!

SECURED GRANTS:

- **\$47.5M CRISI grant**
 - Purchase CSX ROW
- **\$57.9M CRISI grant**
 - Land surveying, NEPA, preliminary engineering
- **1.4M FTA TOD Study grant**
 - TOD Study
- **\$3.4M RAISE grant**
 - Mobility Hub Plan



There are a lot of partners....



What is TOD?

- Creates compact development with a mix of **housing, office space, retail, civic spaces, and neighborhood amenities** within **walking distance** of a mobility hub.
- Study Goals
 - Plan the “place” around transit
 - Proactively plan context-driven TOD
 - Corridor-wide Conversation
 - Local Implementation



Vision for the Corridor

The development and infrastructure associated with each TOD vision seeks to support the communities' individual goals.....

-  **1 Improve Mobility & Access:** Maintain or improve multimodal access and infrastructure within the study area.
-  **2 Increase and diversified housing:** Provide for a variety of housing typologies based on the local context and market within each community.
-  **3 Support downtown vibrancy:** Support or create vibrant, walkable station areas that enhances local business opportunities, especially in downtown environments.
-  **4 Create workforce opportunities:** Support development scenarios that support new business opportunities in study areas.
-  **5 Maintain equitable access to opportunities:** Consider how existing communities will be able to access new development and employment opportunities created by the S-Line
-  **6 Support opportunities for upward mobility:** Develop scenarios that support access to employment an minimize involuntary displacement

Community Outreach



Engagement Across the S-Line Communities



TIMELINE OF ENGAGEMENT MILESTONES

1

Understanding Community Values:
Community Pop-Ups
(December 2021)

2

Creating the TOD Vision:
Community Design Workshops
(June/July 2022)

3

Present the Final TOD Vision:
Community Pop-Ups
(December 2022/January 2023)



Integrated Mobility Division
NC DEPARTMENT OF TRANSPORTATION

Apex Public Outreach

Interactions (all stages of outreach)	300+
Key Input Theme	Support a vibrant and growing downtown while preserving established single-family neighborhoods
Top Priorities	<ul style="list-style-type: none"> • Providing new transportation options within the region (multimodal connections) • Preserving rural and natural areas • Supporting existing and new small businesses (including mixed use developments)



Integrated Mobility Division
N.C. DEPARTMENT OF TRANSPORTATION

COMMUNITY DESIGN WORKSHOP



JOIN US!

Discover opportunities for transit oriented development around the S-Line in your community.



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.



TOD Vision





700 units
(No-Build = 625 units)
Residential



230,000 sq. ft.
(No-Build = 170,000 sq. ft.)
Office

Office

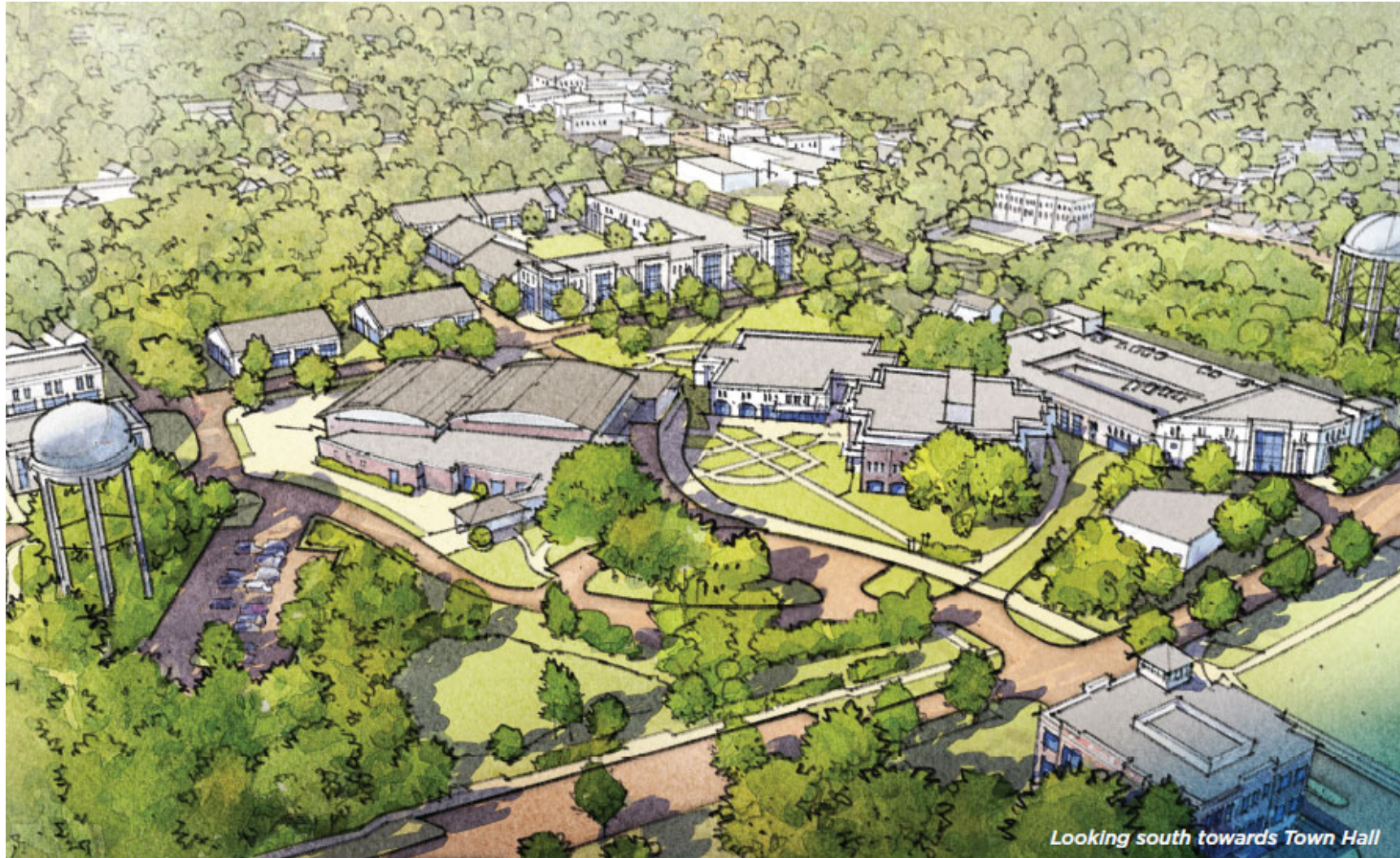


65,000 sq. ft.
(No-Build = 55,000 sq. ft.)
Retail

Retail



0 rooms
(No-Build = 0 rooms)
Hotel



Looking south towards Town Hall

VISION

Support a vibrant and growing downtown with new transit opportunities and high-density development that preserves and enhances Apex's existing neighborhoods and character.

Community Playbooks

- Built Form & Development
- Station Planning, Design, & Construction
- Infrastructure
- Policy
- Funding

Catalytic TOD Sites

Opportunity Sites
Seven sites within the Apex station area have been identified as strong candidates for supporting TOD. These sites are not listed in priority order.

- A Hunter Street Park-1250 Ambergate Station**
This 12.2 acre, publicly-owned complex includes a small parking lot, baseball field, soccer field, skate park, small playground, and dog park. It is bordered by a large storage facility to the north and is surrounded by rail lines on both sides, with the S-Line on its east end. These border areas surrounding the recreational amenities are vacant and the building to land value ratio is 0.25. Due to its location and potential usage, Hunter St provides strong opportunity for added development.
Parcel numbers: 0742534216, 0742531455
- B Apex Village-548 E Williams St**
This 5.3 acre, privately owned site contains seven standalone retail spaces surrounded by a lot of underutilized parking. It is located at a fork between two major roads (James St and E Williams St) and is proximate to a middle school, two single family neighborhoods, a church, and additional retail. Two bus stops connect the site to transit and, while it is a bit further from downtown and contains multiple open businesses, the Town has expressed interest in repositioning the site to support higher-density development.
Parcel number: 0741582328
- C Jordan Oil-311 N Hughes St**
This 2.3 acre, privately-owned site sits between Hughes and Elm Streets just southwest of the Apex Town Hall/Government Center. The parcel includes Jordan Oil offices and storage facilities/tanks. Adjacent to this site is the CSX storage yard, which could be reorganized for development if a new site is found for these tracks. These combined sites will benefit from improved roadway connections to Center Street via the proposed North Elm Street extension and create an opportunity for new investment near downtown. Additional adjacent properties along North Hughes Street could also be assembled to expand the site footprint and potential development options.
Parcel number: 074251722
- D 308 N Salem St**
The privately owned, 0.6-acre site sits at the corner of N Salem and Center Streets and faces the S-Line to the east. It contains two small used car dealerships and a CSX office, but is mostly covered by underutilized parking and undeveloped space. It has been identified as a catalytic site by the Town of Apex due to the potential Center Street connection to the new Elm Street Multimodal Connection across the train tracks, but a major factor in spurring redevelopment will be relocating the CSX offices to a new site.
Parcel number: 0742416729
- E West Street Park**
The 1.3 acre publicly owned site on three parcels bordered by West Street and First Street. The site currently contains a smaller park with a playground but is mostly undeveloped and covered by trees. It is a block away from two churches to its east and a single-family residential neighborhood to its west. The park's expansion is seen by the Town as a potential growth opportunity and future community anchor. The park also provides an opportunity for remaining residential development, with new multi-family development already in the pipeline just northeast of the site.
Parcel numbers: 0741297107, 0741296138, 0741298308



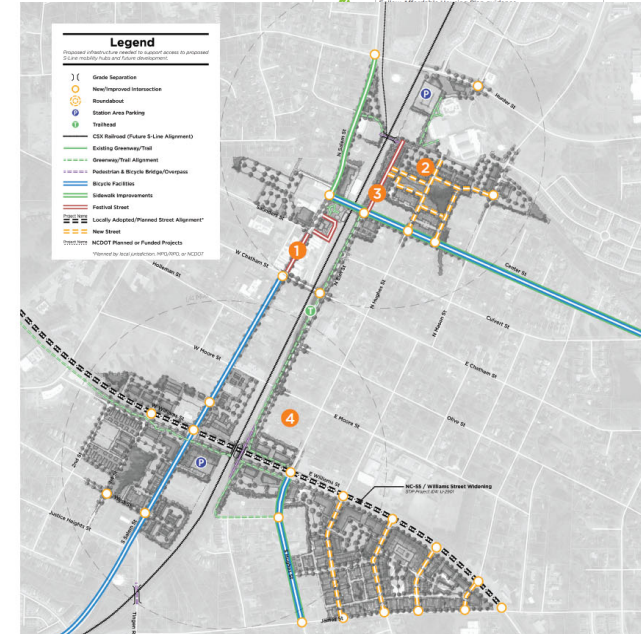
Built Form & Development Recommendations - Apex

The below table summarizes the key elements of the built form that are best practices applicable to this typology. The table summarizes which of these elements are already in place within the current regulatory tools and zoning, what is not in place and which elements are in progress. For applicable elements, a policy recommendation or action item is recommended.

Built Form Needs	Status	Policy Recommendation/Action Item
Building & Architectural Character		
Ensure that building siting, massing, and architectural elements are consistent with and contextually sensitive to surrounding Downtown Apex architecture and historic character, specifically prevalent within the core Downtown blocks along Salem Street.	✓	Follow the Town's Small Town Character Overlay District
Orient buildings close to and fronting streets along Williams Street in close proximity to transit station area, primary intersections and open spaces within Downtown, and adjacent transition areas to preserve the integrity of Downtown's character.	✓	Revisit setback requirements, as recommended in the Downtown Master Plan implementation strategies
Focus highest intensity transit-oriented development closest to the station area. Target larger parcels for potential vertically-integrated mixed use development, specifically the Jordan Oil site as well as parcels along Williams Street.	✓	Follow Comprehensive Plan guidance as well as site-specific recommendations in the Downtown Master Plan
Design the ground floors of buildings to engage the street with transparent facades (fenestration) and active uses.	✓	Follow the Town's Small Town Character Overlay District
Outside of Downtown and immediate transition areas, encourage more variable building setbacks to provide space for front yards, open space, and a more expansive streetscape environment, specifically rebuilding Elm Street (north of Center Street) as a "festival street", which can act as community gathering and event spaces. Add special paving and streetscape materials to enhance the public realm.	✗	Update the Downtown Master Plan to reflect this requirement in the station area
Where appropriate, encourage building design that is complementary to, or takes design cues from, existing historic or culturally significant architectural features, including the scale and form of historical development patterns and the prevailing architectural styles of Downtown Apex (e.g., facade treatments, materials, roof and window treatments, etc.)	✓	Follow UDO guidance
For buildings located on corners at primary intersections, incorporate distinctive form variations that accentuate the building's prominent and visible location and can serve as a gateway to the station area (e.g., additional building height relative to surrounding buildings, distinctive rooflines and rooflines, distinctive facade treatments, variations in building geometry, locating seating areas and outdoor dining spaces at street corners).	✓	Follow UDO guidance
Discourage large-scale, auto-oriented commercial uses and strip center development within the Downtown area.	✓	Follow UDO guidance
Height, Massing & Development Transitions		
Encourage building heights of up to 3 stories to complement the existing height and intensity of buildings in the Downtown area, consider heights of up to 5 stories on a case-by-case basis around the transit station and along frontages along Williams Street near the intersection with Salem Street.	✗	Amend height requirements for the Small Town Character Overlay District
Provide transitions in height and massing between higher-intensity development and lower-scale residential neighborhoods, such that buildings "step down" in height and scale in the vicinity of smaller-scale residential neighborhoods.	✓	Follow UDO guidance
Break up the horizontal and vertical massing of buildings through approaches such as: <ul style="list-style-type: none"> variations in facade elements, modulation of rooflines dividing single building masses into multiple buildings to create a diversity of building facades (similar to facade treatments of "dentown" Apex buildings) especially on long blocks; variations in building form and massing, such as step-backs and terracing 	✓	Follow UDO guidance
Distinguish the base, middle, and upper floors of building to create a human-scaled environment at street level. Incorporate changes in facade materials, cornice lines, and varied window treatments, as appropriate to the architecture and the Downtown Apex context.	✓	Follow UDO guidance
Incorporate variations in form and massing into building design—such as step-backs and terracing—to create visual interest and variety, allow for sunlight at street level, and establish outdoor terraces.	✓	Follow UDO guidance
Infill Development and Adaptive Reuse		
Promote and celebrate the Downtown's history by encouraging the preservation and/or adaptive reuse of historic structures, such as the Tansil House, when they are within the core Downtown blocks in and around Salem Street, and the expanded downtown area of Williams Street and Jordan Oil site redevelopment area. Encourage commercial and community-based uses within existing ground floor spaces and residential and/or professional office retrofits within upper floors.	✓	Follow Downtown Master Plan guidance
Expand the downtown footprint to the south side along Williams Street as well as incorporate the redevelopment parcels of Jordan Oil site and adjacent sites. Allow for appropriately-scaled commercial/mixed-use as well as medium-density infill residential uses (townhomes, garden apartments, duplex, triplex, quadplex, etc.) within the expanded Downtown area that are compatible with existing residential neighborhood character and use.	✓	Follow Downtown Master Plan guidance

Priority Infrastructure Projects

- 1 Salem Pedestrian Street**
This project, which is currently in design, will reconstruct the central business portion of Salem Street to prioritize pedestrian and bicycle travel while allowing for vehicular circulation to access businesses and the potential mobility hub. The street design allows for increased space for pedestrians, and ample parking for businesses.
- 2 Jordan Oil New Roadway Connections**
Access points across the potential development site are critical to circulation within the community and to connect to the station. This project will improve safety and comfortable experience for pedestrians, cyclists, and drivers by providing wider sidewalks, ADA ramps, street trees, and bicycle facilities. Key intersection enhancements – notably at Center Street and the cross streets of Hughes St, Elm St, and Mason St
- 3 Elm Pedestrian Street and Safety Improvements**
This project is critical to potential station access and will construct Elm Street east of the CSX ROW to prioritize pedestrian and bicycle travel while allowing for vehicular circulation to access new businesses and the potential mobility hub.
- 4 Elm Street Multimodal Connection**
This project will install off-street shared-use path along Elm Street and make intersection improvements at Chatham Street to provide access into downtown for pedestrians and cyclists. The connection shown across East Williams Street is proposed to be a grade-separated bicycle and pedestrian connection only.



Upcoming Grant Opportunities

- Reconnecting Communities and Neighborhoods (RCN)
 - Application due 9/28/23
 - \$3.3 Billion available
- Capital Construction Grant
- Mobility Hub Program – get communities shovel-ready
 - NEPA
 - Preliminary Engineering
 - Final Design
 - Construction

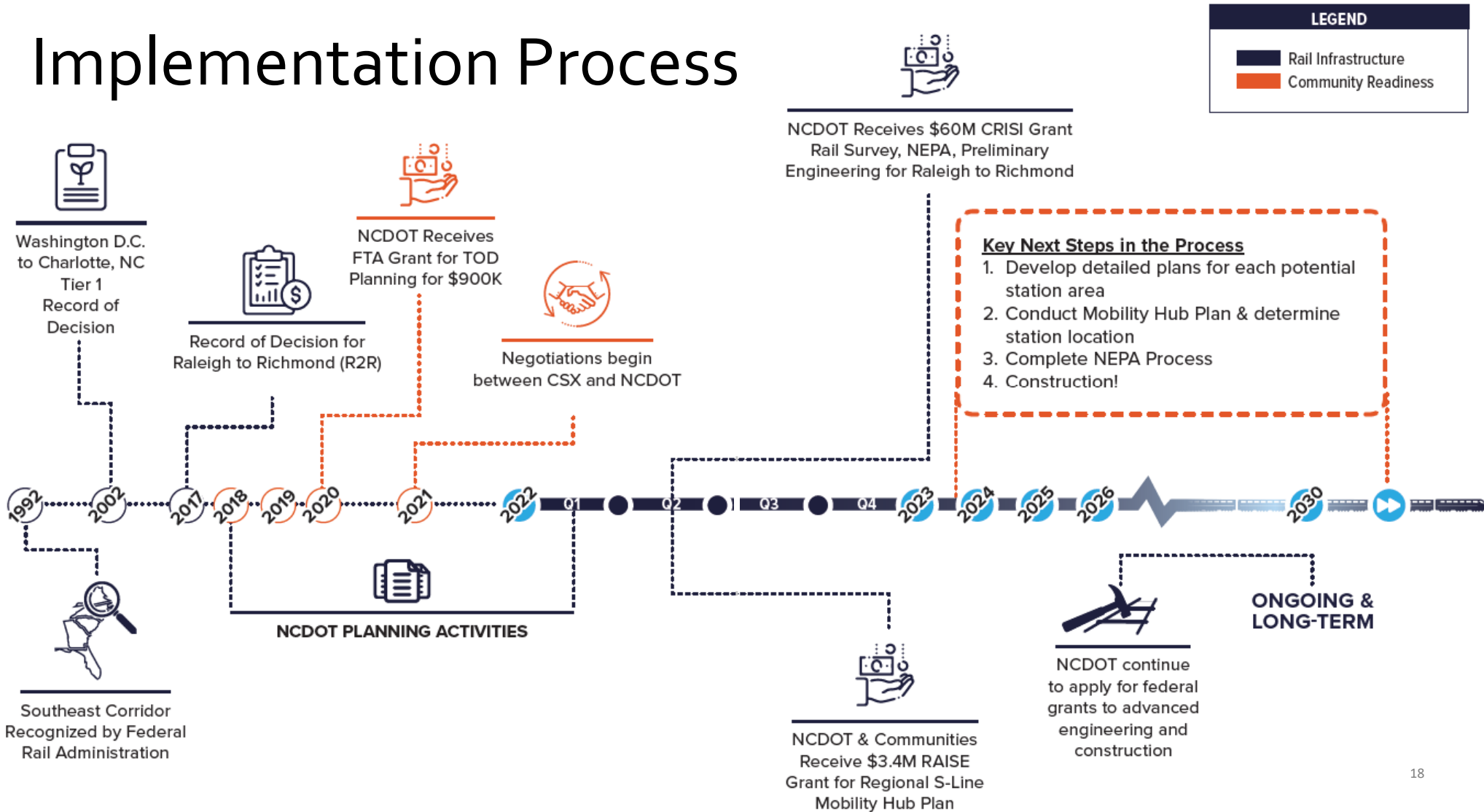


COMMUNITY	PRELIMINARY DESIGN	NEPA	FINAL DESIGN	ROW	CONSTRUCTION
SANFORD			+	+	+
APEX	+	+	+		
WAKE FOREST			+	+	+
YOUNGSVILLE	+	+	+		
FRANKLINTON	+	+	+		
HENDERSON			+	+	+
NORLINA			+	+	+

Next Steps

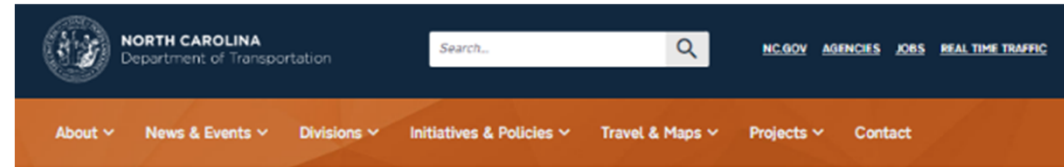
- **S-Line Coalition – empowered to provide updates on the project to your community**
- **Rail Infrastructure Design**
 - Environmental Screening
 - Rail
 - Roadway
- **Mobility Hub Implementation**
 - Feasibility Studies
 - NEPA Compliance
 - Preliminary Engineering
- **Pursue additional grant opportunities**

Implementation Process



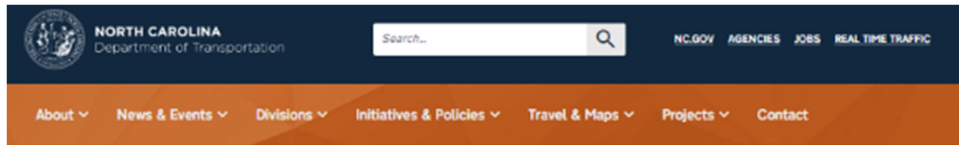


<https://www.ncdot.gov/divisions/rail/s-line-projects/>



Home » Divisions » Rail » S-Line Projects

S-Line Projects

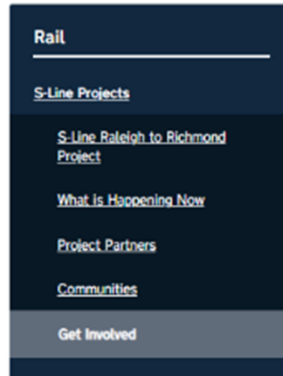


Home » Divisions » Rail » S-Line Projects » Raleigh to Richmond Project » Get Involved

Get Involved

Future public involvement opportunities by the N.C. Department of Transportation or the NCDOT Rail Division, such as information workshops and public meetings, are not yet scheduled and will be held once the project design progresses and/or during the re-evaluation phase. Notifications will be mailed and published, when public involvement activities are held.

Sign Up →



Projects & Studies



[What is the S-Line?](#)



[Raleigh to Richmond Project](#)



[S-Line Transit-Oriented Development Study](#)

Project Contacts

Ryan Brumfield
Director, NCDOT IMD
rmbrumfield@ncdot.gov



Integrated Mobility Division
N.C. DEPARTMENT OF TRANSPORTATION

Jason Orthner
Director, NCDOT Rail
jorthner@ncdot.gov





TOWN OF APEX, NORTH CAROLINA

Municipality No. 333

After recording, please return to: Town Clerk, Town of Apex, P.O. Box 250, Apex, NC 27502

ORDINANCE NO. 2023-
SATELLITE ANNEXATION PETITION NO. 752
Castleberry Assemblage – 90.24 acres

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS
OF THE TOWN OF APEX, NORTH CAROLINA
P.O. Box 250, Apex, North Carolina 27502

WHEREAS, the Apex Town Council has been petitioned under G.S.§160A-58.1, as amended, to annex the area described herein; and

WHEREAS, the Apex Town Council has by Resolution directed the Town Clerk to investigate the sufficiency of said petition; and

WHEREAS, the Town Clerk has certified the sufficiency of said petition and two public hearings on the question of this annexation were held at Apex Town Hall at 6:00 p.m. on August 8, 2023 and September 12, 2023, after due notice by posting to the Town of Apex website, <http://www.apexnc.org/news/public-notices-legal-ads>; and

WHEREAS, the Apex Town Council finds that the area described therein meets the standards of G.S.§160A-58.1(b), to wit:

- a) The nearest point on the proposed satellite corporate limits is not more than three (3) miles from the corporate limits of the Town;
- b) No point on the proposed satellite corporate limits is closer to another municipality than to the Town;
- c) The area described is so situated that the Town will be able to provide the same services within the proposed satellite corporate limits that it provides within the primary corporate limits;

- d) No subdivision, as defined in G.S. 160A-376, will be fragmented by this proposed annexation;

WHEREAS, the Apex Town Council further finds that the petition has been signed by all the owners of real property in the area who are required by law to sign; and

WHEREAS, the Apex Town Council further finds that the petition is otherwise valid, and that the public health, safety and welfare of the Town and the area proposed for annexation will be best served by annexing the area described;

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

Section 1. By virtue of the authority granted by G.S. §160A-58.2, as amended, the described non-contiguous territory is hereby annexed and described in the attached property description and also shown as "Annexation Area" on the below identified survey plat is hereby annexed and made part of the Town of Apex, North Carolina, as of the date of adoption of this Ordinance on August 8, 2023. The survey plat that describes the annexed territory is that certain survey plat entitled "Satellite Annexation Map for the Town of Apex, Wake County, North Carolina, White Oak Township (PIN#: 0723-12-5145, 0723-11-5892, 0723-02-3450, 0723-02-4085, 0723-11-3507), Land Surveyor dated November 9th, 2022" and recorded in Book of Maps book number 2023 and page number _____, Wake County Registry.

Section 2. Upon and after the adoption of this ordinance, the territory described herein and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the Town of Apex, North Carolina, and shall be entitled to the same privileges and benefits as other parts of the Town of Apex. Said territory shall be subject to municipal taxes according to G.S. §160A-58.10, as amended.

Section 3. The Clerk of the Town of Apex, North Carolina shall cause to be recorded in the Office of the Register of Deeds of Wake County and in the Office of the Secretary of State at Raleigh, North Carolina and in the Office of the Wake County Board of Elections an accurate map of the annexed territory, described in Section 1 hereof, together with a duly certified copy of this Ordinance.

Adopted this the 12th day of September, 2023.

Jacques K. Gilbert
Mayor

ATTEST:

Allen L. Coleman, CMC, NCCCC
Town Clerk

APPROVED AS TO FORM:

Laurie L. Hohe
Town Attorney

Legal Description

Annexation Legal Description
Castleberry Reserve

BEING THE OUTER BOUNDARY OF 8 PARCELS, NOW OR FORMERLY OF THOMAS R MARCOM AS DESCRIBED IN DB 3292, PG 222 (PIN 0723023450), THOMAS R MARCOM AND NANCY MARCOM AS DESCRIBED IN DB 16865, PG 2012 (PIN 0723024085), TEMPIE M MARCOM AS DESCRIBED IN DB 3676, PG 382 (PIN 0723111191) AND DB 5048, PG 325 (PIN 0723026951), THOMAS R MARCOM AND NANCY MARCOM AS DESCRIBED IN DB 16865, PG 2012 (PIN 0723024085), SONIA B MARCOM AS DESCRIBED IN DB 2392, PG 220 (PIN 0723120194), DEBORAH M K STRICKLAND AS DESCRIBED IN DB 2284, PG 124 (PIN 0723125145), BRIDGET COTRUFO & PAUL A COTRUFO AS DESCRIBED IN DB 9017, PG 1189 (PIN 0723115892), AND TEMPIE M MARCOM & DEBORAH M STRICKLAND AS DESCRIBED IN DB 18975, PG 1401 (PIN 0723113507) SAID PARCELS BEING LOCATED IN THE TOWN OF APEX, WHITE OAK TOWNSHIP, WAKE COUNTY, NORTH CAROLINA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON PIPE FOUND ON THE NORTHWESTERN CORNER OF THE PROPERTY NOW OR FORMERLY OF THOMAS R MARCOM AS DESCRIBED IN DB 3292, PG 222 (PIN 0723023450) AND THE SOUTHERN RIGHT OF WAY OF CASTLEBERRY ROAD (NCSR 1604), SAID IRON BEING THE TRUE POINT OF BEGINNING AND HAVING NORTH CAROLINA STATE PLAIN COORDINATES OF N= 732,695.45' AND E= 2,020,274.89'; THENCE, FROM THE POINT OF BEGINNING AND LEAVING SAID RIGHT OF WAY, N06°20'52"W A DISTANCE OF 36.42 FEET TO A MAG NAIL FOUND IN THE CENTERLINE OF CASTLEBERRY ROAD; THENCE, LEAVING SAID CENTERLINE, N07°01'11"W A DISTANCE OF 33.52 FEET TO A 1/2" IRON PIPE FOUND ON THE NORTHERN RIGHT OF WAY OF CASTLEBERRY ROAD ; THENCE, WITH SAID RIGHT OF WAY, N57°59'32"E A DISTANCE OF 120.57 FEET TO A COMPUTED POINT; THENCE, CONTINUING WITH SAID RIGHT OF WAY, N56°35'23"E A DISTANCE OF 92.62 FEET TO A COMPUTED POINT; THENCE, CONTINUING WITH SAID RIGHT OF WAY, N56°35'06"E A DISTANCE OF 235.75 FEET TO A COMPUTED POINT; THENCE, CONTINUING WITH SAID RIGHT OF WAY, N56°01'30"E A DISTANCE OF 25.69 FEET TO A COMPUTED POINT; THENCE, LEAVING SAID RIGHT OF WAY, S33°58'30"E A DISTANCE OF 30.00 FEET TO A COMPUTED POINT ON THE CENTERLINE OF CASTLEBERRY ROAD; THENCE, CONTINUING WITH SAID CENTERLINE, N56°01'30"E A DISTANCE OF 62.20 FEET TO A MAG NAIL SET; THENCE, CONTINUING WITH SAID CENTERLINE, N53°38'28"E A DISTANCE OF 93.37 FEET TO A MAG NAIL SET; THENCE, CONTINUING WITH SAID CENTERLINE, N50°18'13"E A DISTANCE OF 93.98 FEET TO A MAG NAIL SET; THENCE, CONTINUING WITH SAID CENTERLINE, N47°13'51"E A DISTANCE OF 88.14 FEET TO A MAG NAIL SET; THENCE, CONTINUING WITH SAID

CENTERLINE, N42°57'56"E A DISTANCE OF 133.67 FEET TO A MAG NAIL SET; THENCE, CONTINUING WITH SAID CENTERLINE, N39°28'11"E A DISTANCE OF 158.12 FEET TO A MAG NAIL SET; THENCE, CONTINUING WITH SAID CENTERLINE, N38°24'24"E A DISTANCE OF 132.10 FEET TO A MAG NAIL SET; THENCE, LEAVING SAID CENTERLINE, S07°45'19"E A DISTANCE OF 199.36 FEET TO A BENT IRON PIPE FOUND; THENCE, S65°45'19"E A DISTANCE OF 662.66 FEET TO A 1/2" IRON PIPE FOUND; THENCE, S10°27'53"E A DISTANCE OF 804.30 FEET TO AN AXLE FOUND; THENCE, S70°27'14"E A DISTANCE OF 178.50 FEET TO A 1/2" IRON PIPE FOUND; THENCE, S32°45'20"E A DISTANCE OF 181.93 FEET TO A 1/2" IRON PIPE FOUND; THENCE, S17°53'43"W A DISTANCE OF 387.15 FEET TO A 3/4" IRON PIPE SET; THENCE, S88°59'08"W A DISTANCE OF 236.49 FEET TO A 1/2" IRON PIPE FOUND; THENCE, S89°34'36"W A DISTANCE OF 57.19 FEET TO A 1/2" IRON PIPE FOUND; THENCE, S89°28'25"W A DISTANCE OF 409.63 FEET TO AN AXLE FOUND; THENCE, S00°45'40"E A DISTANCE OF 396.14 FEET TO A 3/4" IRON PIPE SET; THENCE, S00°45'40"E A DISTANCE OF 503.45 FEET TO A 1/2" IRON PIPE FOUND; THENCE, S80°51'33"W A DISTANCE OF 380.41 FEET TO A CONCRETE MONUMENT FOUND; THENCE, S61°40'30"W A DISTANCE OF 470.42 FEET TO A CONCRETE MONUMENT FOUND; THENCE, N77°05'52"W A DISTANCE OF 415.10 FEET TO A 1/2" IRON PIPE FOUND; THENCE, N00°33'05"E A DISTANCE OF 457.27 FEET TO A 1/2" IRON PIPE FOUND; THENCE, N00°33'05"E A DISTANCE OF 92.75 FEET TO A 3/4" IRON PIPE SET; THENCE, N87°03'17"W A DISTANCE OF 124.95 FEET TO A COMPUTED POINT AT A 40" POPLAR; THENCE, N02°34'18"E A DISTANCE OF 394.62 FEET TO A 1/2" IRON PIPE FOUND; THENCE, N02°34'18"E A DISTANCE OF 394.37 FEET TO A 1/2" IRON PIPE FOUND; THENCE, N02°25'20"E A DISTANCE OF 71.14 FEET TO A 1/2" IRON PIPE FOUND; THENCE, N02°25'20"E A DISTANCE OF 186.74 FEET TO A 1/2" IRON PIPE FOUND; THENCE, N02°36'05"E A DISTANCE OF 325.84 FEET TO A 3/4" IRON PIPE SET; THENCE, N83°37'40"E A DISTANCE OF 94.32 FEET TO A 1/2" IRON PIPE FOUND; THENCE, N06°20'52"W A DISTANCE OF 166.26 FEET TO THE POINT OF BEGINNING. SAID OUTER BOUNDARY CONTAINING 3,930,700 SQUARE FEET OR 90.24 ACRES, MORE OR LESS.

STATE OF NORTH CAROLINA

COUNTY OF WAKE

CLERK'S CERTIFICATION

I, Allen L. Coleman, Town Clerk, Town of Apex, North Carolina, do hereby certify the foregoing is a true and correct copy of Satellite Annexation Ordinance No. 2023-_____, adopted at a meeting of the Town Council, on the 12th day of September, 2023, the original of which will be on file in the Office of the Town Clerk of Apex, North Carolina.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official Seal of the Town of Apex, North Carolina, this the 12th day of September, 2023.

Allen L. Coleman, CMC, NCCCC
Town Clerk

(SEAL



"The Peak of Good Living"

OFFICE OF THE TOWN CLERK

TOWN OF APEX NORTH CAROLINA

Media Contact:

Allen Coleman, Town Clerk to the Apex Town Council

FOR IMMEDIATE RELEASE

PUBLIC NOTICE – PUBLIC HEARING

APEX, N.C. (June 28, 2023) – The Town Council of Apex, North Carolina has scheduled a Public Hearing to be held at **6:00 p.m.** at Apex Town Hall, 73 Hunter Street, on the **8th day of August, 2023**, on the question of annexation of the following property requested by petition filed pursuant to G.S. 160A-58.1:

**Satellite Annexation Petition No. 752
Castleberry Assemblage – 90.24 acres**





"The Peak of Good Living"

OFFICE OF THE TOWN CLERK

TOWN OF APEX NORTH CAROLINA

Residents may submit written comments to the Town Council with attention marked to the Town Clerk Allen Coleman; P.O. Box 250; Apex, NC 27502 or by email at public public.hearing@apexnc.org. Please use subject line "Annexation Petition No. 752" and include your first and last name, your address, and your phone number in your written statements. Written comments will be accepted until 3:00 PM on Tuesday, August 8th, 2023.

Members of the public can access and view the meeting on the Town's YouTube Channel <https://www.youtube.com/c/TownofApexGov> or attend in-person.

Anyone needing special accommodations to attend this meeting and/or if this information is needed in an alternative format, please contact the Town Clerk's Office. The Town Clerk is located at 73 Hunter Street in Apex Town Hall on the 2nd Floor, (email) allen.coleman@apexnc.org or (phone) 919-249-1260. We request at least 48 hours' notice prior to the meeting to make the appropriate arrangements.

Questions should be directed to the Town Clerk's Office.

###

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PUBLIC HEARING

Meeting Date: September 12, 2023

Item Details

Presenter(s): June Cowles, Senior Planner

Department(s): Planning

Requested Motion

Public Hearing and possible motion to adopt an Ordinance on the Question of Annexation - Apex Town Council's intent to annex 90.24 acres, Castleberry Assemblage, Annexation No. 752 into the Town Corporate limits.

Approval Recommended?

Yes

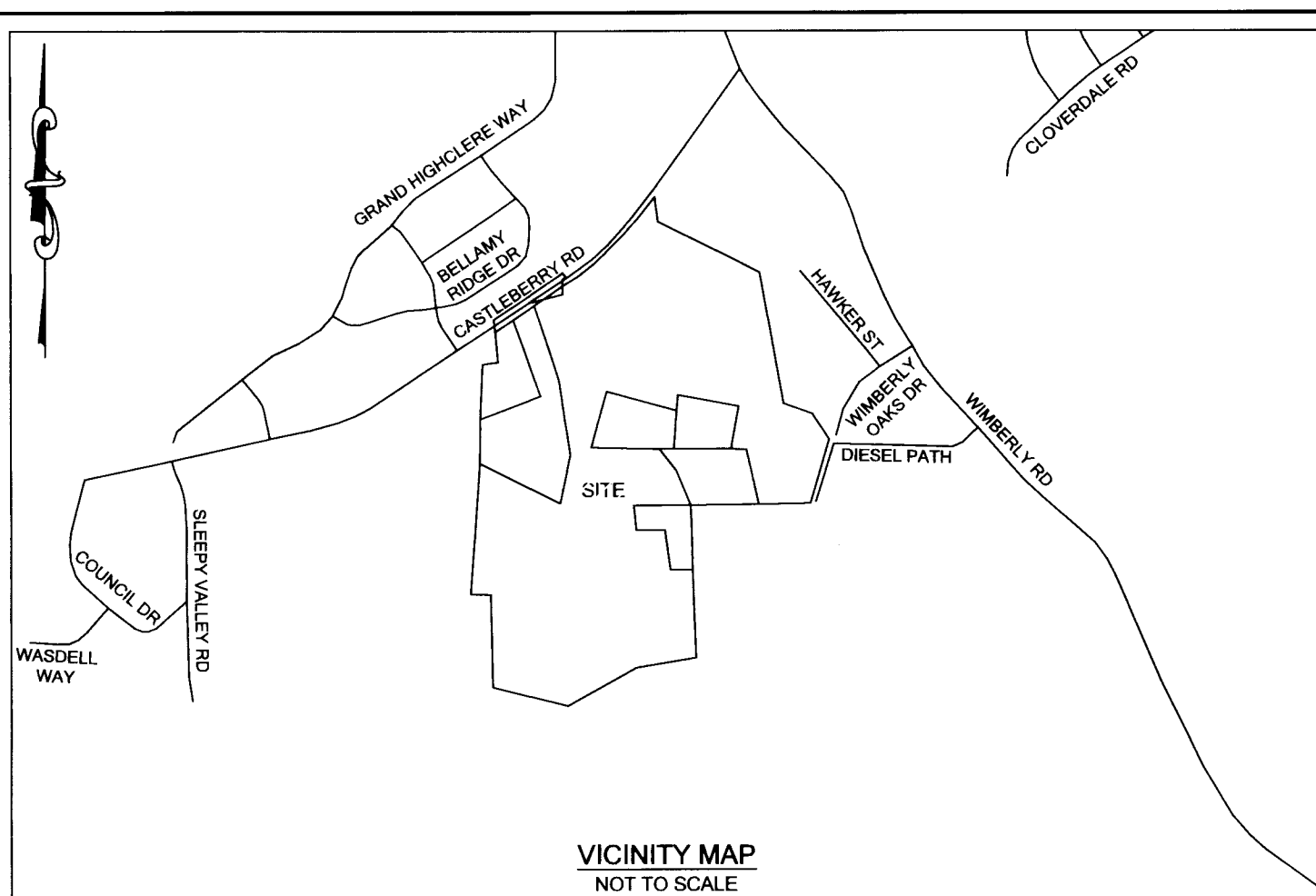
Item Details

The annexation has been certified and a public hearing has been posted as required.

Attachments

- PH1-A1: Annexation Ordinance - Satellite Annexation No. 752
- PH1-A2: Public Hearing Notice - Satellite Annexation No. 752
- PH1-A3: Legal Description - Satellite Annexation No. 752
- PH1-A4: Plat Map - Satellite Annexation No. 752
- PH1-A5: Aerial Map - Satellite Annexation No. 752
- PH1-A6: Annexation Petition - Satellite Annexation No. 752





VICINITY MAP
NOT TO SCALE

LEGEND

- EXISTING BOUNDARY CORNER FOUND
- BOUNDARY CORNER SET
- ⊙ COMPUTED POINT
- ⊠ CONCRETE MONUMENT FOUND
- PROPERTY LINE SURVEYED
- - - PROPERTY LINE NOT SURVEYED
- - - EASEMENTS

TOWN OF APEX CORPORATE LIMITS (PER WAKE COUNTY GIS)

EIP EXISTING IRON PIPE
EIR EXISTING IRON REBAR
BM BOOK OF MAPS
DB DEED BOOK
PG PAGE
RW RIGHT OF WAY

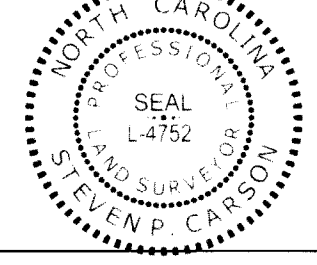
CLASS OF SURVEY: A
POSITIONAL ACCURACY: 0.06'
TYPE OF GPS FIELD PROCEDURE: NC REAL TIME NETWORK
DATES OF SURVEY: OCTOBER 2022
DATUM/EPOCH: NAD83/NSRS2011/SPC
GEOID MODEL: 18
COMBINED GRID FACTOR(S): 0.999902094
UNITS: US SURVEY FEET

- NOTES**
- THIS SURVEY WAS PREPARED BY BATEMAN CIVIL SURVEY COMPANY UNDER THE SUPERVISION OF STEVEN P. CARSON, PLS.
 - ALL DISTANCE ARE HORIZONTAL GROUND DISTANCE AND ALL BEARINGS ARE BASED ON GPS OBSERVATIONS, NAD83 / NSRS 2011 / SPC, UNLESS OTHERWISE SHOWN.
 - PROPERTY LIES IN ZONE "X" PER NATIONAL INSURANCE PROGRAM FLOOD INSURANCE RATE MAP #3720072300K, DATED 07/19/2022.
 - SITE ZONED "R-80W" FOR WAKE COUNTY PER COUNTY GIS.
 - AREAS COMPUTED BY COORDINATE METHOD.
 - THIS MAP HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.
 - ALL BOUNDARY CORNERS SET ARE 3/4" IRON PIPE SET (3/4" IPS), UNLESS OTHERWISE NOTED.

THIS MAP IS CONSIDERED PRELIMINARY, NOT FOR RECORDATION, CONVEYANCE OR SALES UNLESS SIGNED AND SEALED BY THE LICENSED SURVEYOR.

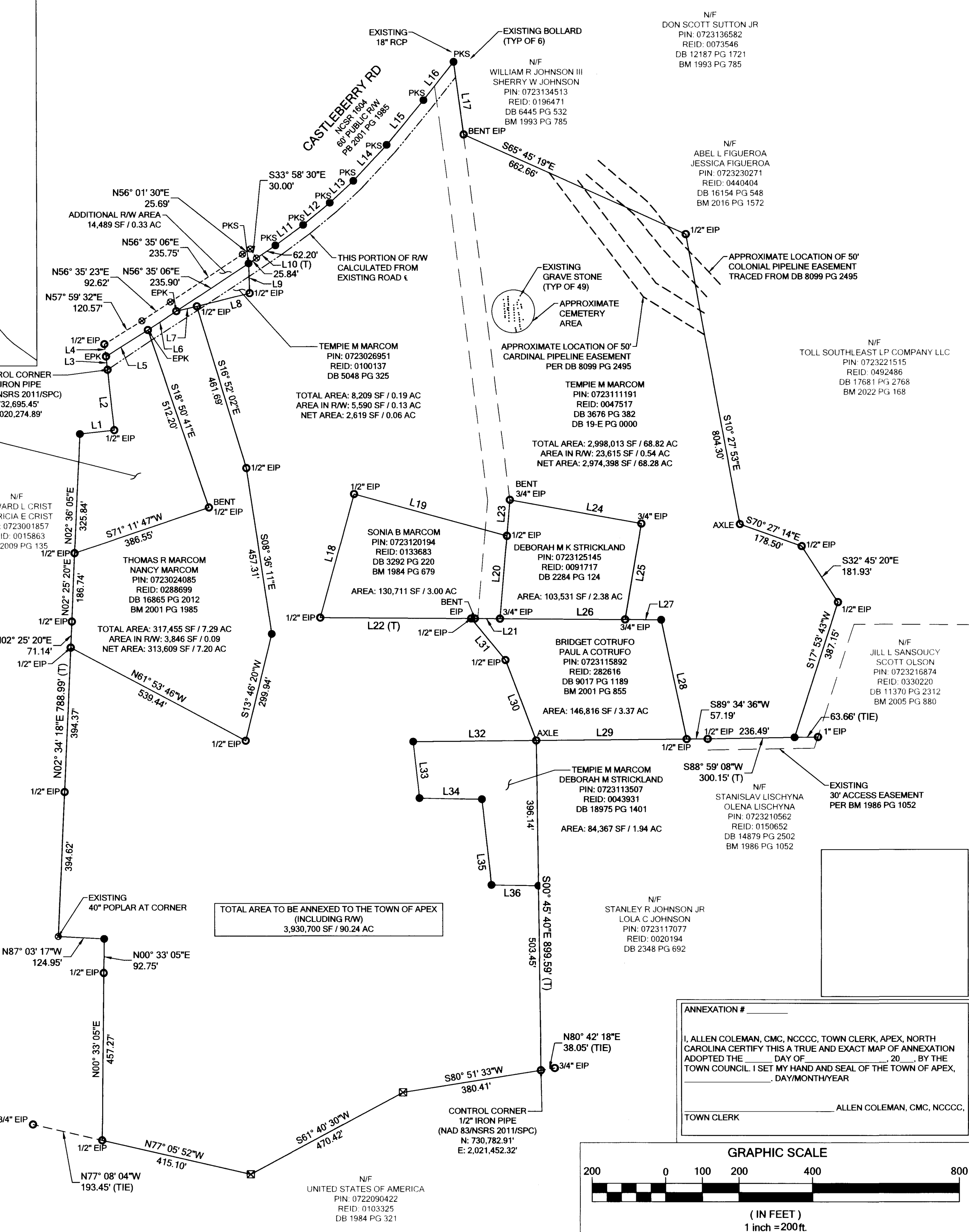
I, STEVEN P. CARSON, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTIONS RECORDED IN DB 2284 PG 124, DB 9017 PG 1189, DB 3292 PG 220, DB 3292 PG 222, DB 16865 PG 2012, DB 18975 PG 1401, DB 3676 PG 382, & DB 5048 PG 325); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND AS SHOWN HERE ON; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000*; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 20th DAY OF JUNE, A.D., 2023.

I, FURTHER THAT IN ACCORDANCE WITH G.S. 47-30-F-11-C-1; CERTIFY THAT THE SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND OR ONE OR MORE EXISTING EASEMENTS AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET. FOR THE PURPOSE OF THIS SUBSECTION, AN "EXISTING PARCEL" OR "EXISTING EASEMENT" IS AN AREA OF LAND DESCRIBED IN A SINGLE, LEGAL DESCRIPTION CONVEYED TO A NEW OWNER BY DEED IN ITS EXISTING CONFIGURATION.



6/20/23
STEVEN P. CARSON, PLS DATE
NC LICENSE NO. L-4752

LINE#	DIRECTION	LENGTH
L1	N83° 37' 40"E	94.32'
L2	N06° 20' 52"W	166.26'
L3	N06° 20' 52"W	36.42'
L4	N07° 01' 11"W	33.52'
L5	N57° 49' 50"E	135.10'
L6	N56° 35' 23"E	92.98'
L7	N76° 53' 27"E	57.38'
L8	N76° 02' 08"E	147.61'
L9	N01° 34' 15"W	81.30'
L10	N56° 01' 30"E	88.04'
L11	N53° 38' 28"E	93.37'
L12	N50° 18' 13"E	93.98'
L13	N47° 13' 51"E	88.14'
L14	N42° 57' 56"E	133.67'
L15	N39° 28' 11"E	158.12'
L16	N38° 24' 24"E	132.10'
L17	S07° 45' 19"E	199.36'
L18	N15° 24' 40"E	349.74'
L19	S74° 36' 52"E	431.11'
L20	S04° 53' 00"W	226.83'
L21	N89° 37' 25"W	68.58'
L22	N89° 37' 25"W	420.72'
L23	S04° 53' 00"W	98.52'
L24	S79° 43' 20"E	363.65'
L25	S09° 40' 51"W	265.35'
L26	N89° 36' 52"W	340.90'
L27	N89° 36' 52"W	97.96'
L28	S11° 58' 56"E	332.28'
L29	S89° 28' 25"W	409.63'
L30	N20° 49' 26"W	234.46'
L31	N39° 26' 23"W	146.49'
L32	S89° 28' 25"W	335.00'
L33	S06° 13' 34"E	155.00'
L34	S88° 58' 34"E	170.00'
L35	S06° 13' 34"E	235.00'
L36	S88° 58' 34"E	128.00'

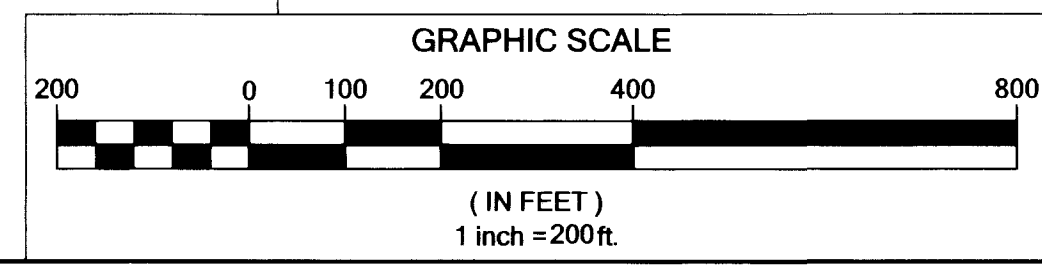


TOTAL AREA TO BE ANNEXED TO THE TOWN OF APEX (INCLUDING RW)
3,930,700 SF / 90.24 AC

ANNEXATION # _____

I, ALLEN COLEMAN, CMC, NCCCC, TOWN CLERK, APEX, NORTH CAROLINA CERTIFY THIS A TRUE AND EXACT MAP OF ANNEXATION ADOPTED THE _____ DAY OF _____, 20____, BY THE TOWN COUNCIL. I SET MY HAND AND SEAL OF THE TOWN OF APEX, _____ DAY/MONTH/YEAR

ALLEN COLEMAN, CMC, NCCCC,
TOWN CLERK



BATEMAN CIVIL SURVEY COMPANY
ENGINEERS • SURVEYORS • PLANNERS
2524 RELIANCE AVENUE, APEX, NC 27539
PHONE: (919) 577-1080 FAX: (919) 577-1081
INFO@BATEMANCIVILSURVEY.COM
NCBELS FIRM# C-2378

SATELLITE ANNEXATION MAP FOR THE TOWN OF APEX
PINS: 0723125145, 0723115892, 0723120194, 0723023450, 0723024085, 0723113507, 0723111911, & 0723026891
AS RECORDED IN DB 2284 PG 124, DB 9017 PG 1189, DB 3292 PG 220, DB 3292 PG 222, DB 16865 PG 2012, DB 18975 PG 1401, DB 3676 PG 382, & DB 5048 PG 325
WHITE OAK TOWNSHIP - WAKE COUNTY - NORTH CAROLINA

REVISIONS

- ADDED PARCEL 0100137 (12/13/22)
- REVISED PER APEX COMMENTS (03/07/23)
- REVISED PER APEX COMMENTS (04/19/23)
- REVISED PER APEX COMMENTS (05/01/23)

DESIGNED BY: N/A
DRAWN BY: ELS
CHECKED BY: SPC
SCALE: 1" = 200'
DATE: 11/09/2022
JOB NUMBER: 220679
SHEET 1 OF 1

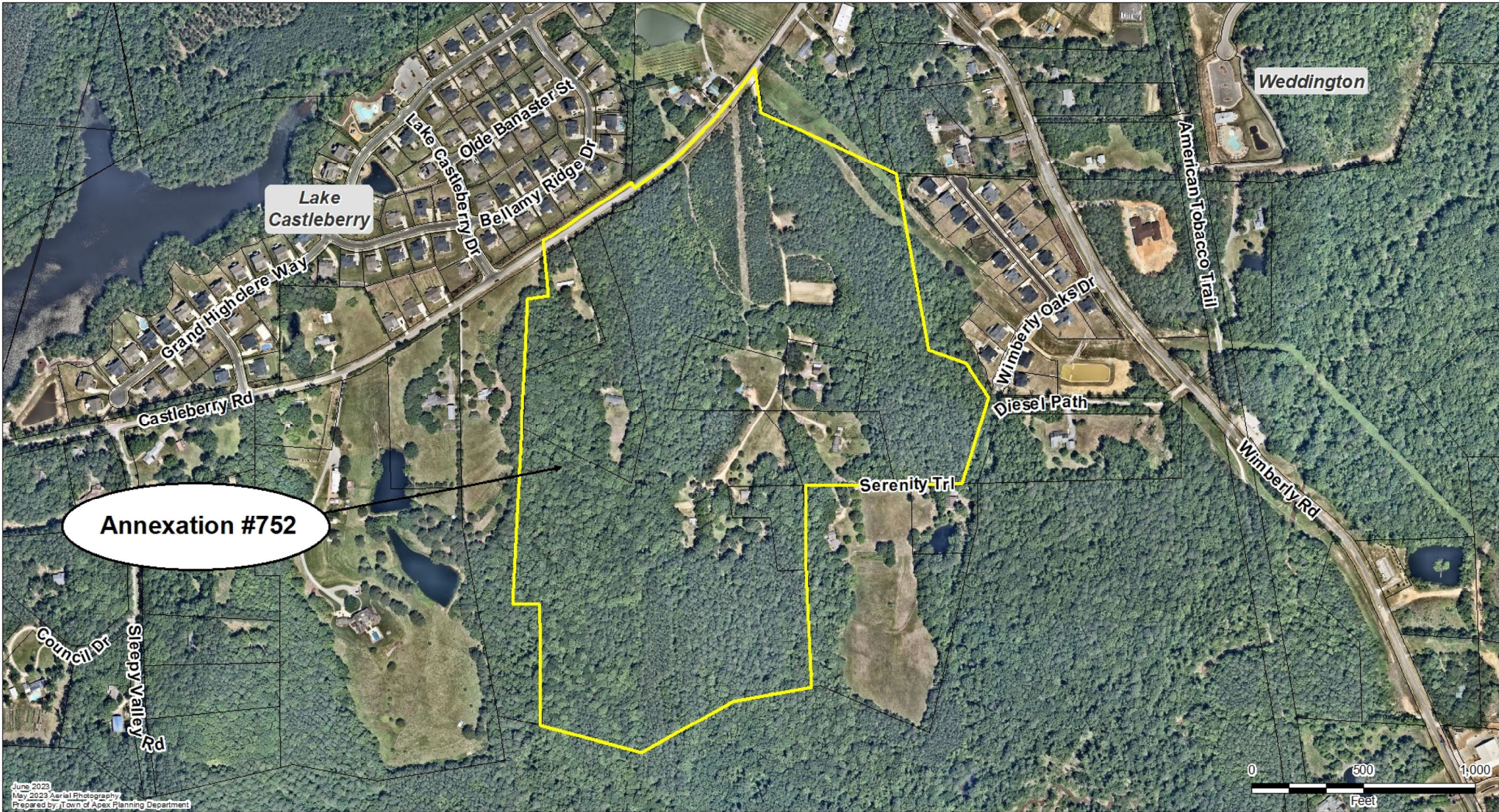
Annexation Legal Description
Castleberry Reserve

BEING THE OUTER BOUNDARY OF 8 PARCELS, NOW OR FORMERLY OF THOMAS R MARCOM AS DESCRIBED IN DB 3292, PG 222 (PIN 0723023450), THOMAS R MARCOM AND NANCY MARCOM AS DESCRIBED IN DB 16865, PG 2012 (PIN 0723024085), TEMPIE M MARCOM AS DESCRIBED IN DB 3676, PG 382 (PIN 0723111191) AND DB 5048, PG 325 (PIN 0723026951), THOMAS R MARCOM AND NANCY MARCOM AS DESCRIBED IN DB 16865, PG 2012 (PIN 0723024085), SONIA B MARCOM AS DESCRIBED IN DB 2392, PG 220 (PIN 0723120194), DEBORAH M K STRICKLAND AS DESCRIBED IN DB 2284, PG 124 (PIN 0723125145), BRIDGET COTRUFO & PAUL A COTRUFO AS DESCRIBED IN DB 9017, PG 1189 (PIN 0723115892), AND TEMPIE M MARCOM & DEBORAH M STRICKLAND AS DESCRIBED IN DB 18975, PG 1401 (PIN 0723113507) SAID PARCELS BEING LOCATED IN THE TOWN OF APEX, WHITE OAK TOWNSHIP, WAKE COUNTY, NORTH CAROLINA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON PIPE FOUND ON THE NORTHWESTERN CORNER OF THE PROPERTY NOW OR FORMERLY OF THOMAS R MARCOM AS DESCRIBED IN DB 3292, PG 222 (PIN 0723023450) AND THE SOUTHERN RIGHT OF WAY OF CASTLEBERRY ROAD (NCSR 1604), SAID IRON BEING THE TRUE POINT OF BEGINNING AND HAVING NORTH CAROLINA STATE PLAIN COORDINATES OF N= 732,695.45' AND E= 2,020,274.89'; THENCE, FROM THE POINT OF BEGINNING AND LEAVING SAID RIGHT OF WAY, N06°20'52"W A DISTANCE OF 36.42 FEET TO A MAG NAIL FOUND IN THE CENTERLINE OF CASTLEBERRY ROAD; THENCE, LEAVING SAID CENTERLINE, N07°01'11"W A DISTANCE OF 33.52 FEET TO A 1/2" IRON PIPE FOUND ON THE NORTHERN RIGHT OF WAY OF CASTLEBERRY ROAD ; THENCE, WITH SAID RIGHT OF WAY, N57°59'32"E A DISTANCE OF 120.57 FEET TO A COMPUTED POINT; THENCE, CONTINUING WITH SAID RIGHT OF WAY, N56°35'23"E A DISTANCE OF 92.62 FEET TO A COMPUTED POINT; THENCE, CONTINUING WITH SAID RIGHT OF WAY, N56°35'06"E A DISTANCE OF 235.75 FEET TO A COMPUTED POINT; THENCE, CONTINUING WITH SAID RIGHT OF WAY, N56°01'30"E A DISTANCE OF 25.69 FEET TO A COMPUTED POINT; THENCE, LEAVING SAID RIGHT OF WAY, S33°58'30"E A DISTANCE OF 30.00 FEET TO A COMPUTED POINT ON THE CENTERLINE OF CASTLEBERRY ROAD; THENCE, CONTINUING WITH SAID CENTERLINE, N56°01'30"E A DISTANCE OF 62.20 FEET TO A MAG NAIL SET; THENCE, CONTINUING WITH SAID CENTERLINE, N53°38'28"E A DISTANCE OF 93.37 FEET TO A MAG NAIL SET; THENCE, CONTINUING WITH SAID CENTERLINE, N50°18'13"E A DISTANCE OF 93.98 FEET TO A MAG NAIL SET; THENCE, CONTINUING WITH SAID CENTERLINE, N47°13'51"E A DISTANCE OF 88.14 FEET TO A MAG NAIL SET; THENCE, CONTINUING WITH SAID CENTERLINE, N42°57'56"E A DISTANCE OF 133.67 FEET TO A MAG NAIL SET; THENCE, CONTINUING WITH SAID CENTERLINE, N39°28'11"E A DISTANCE OF 158.12 FEET TO A MAG NAIL SET; THENCE, CONTINUING WITH SAID CENTERLINE, N38°24'24"E A DISTANCE OF 132.10 FEET TO A MAG NAIL SET; THENCE, LEAVING SAID CENTERLINE, S07°45'19"E A DISTANCE OF 199.36 FEET TO A BENT IRON PIPE FOUND; THENCE, S65°45'19"E A DISTANCE OF 662.66 FEET TO A 1/2" IRON PIPE FOUND; THENCE, S10°27'53"E A DISTANCE OF 804.30 FEET TO AN AXLE FOUND; THENCE, S70°27'14"E A DISTANCE OF 178.50 FEET TO A 1/2" IRON PIPE FOUND; THENCE, S32°45'20"E A DISTANCE OF 181.93 FEET TO A 1/2" IRON PIPE FOUND; THENCE, S17°53'43"W A DISTANCE OF 387.15 FEET TO A 3/4" IRON PIPE SET; THENCE, S88°59'08"W A DISTANCE OF 236.49 FEET TO A 1/2" IRON PIPE FOUND; THENCE, S89°34'36"W A DISTANCE OF 57.19 FEET TO A 1/2" IRON PIPE FOUND; THENCE, S89°28'25"W A DISTANCE OF 409.63 FEET TO AN AXLE FOUND; THENCE, S00°45'40"E A DISTANCE OF 396.14 FEET TO A 3/4" IRON PIPE SET; THENCE, S00°45'40"E A DISTANCE OF 503.45 FEET TO A 1/2" IRON PIPE FOUND; THENCE, S80°51'33"W A DISTANCE OF 380.41 FEET TO A CONCRETE MONUMENT FOUND; THENCE,

S61°40'30"W A DISTANCE OF 470.42 FEET TO A CONCRETE MONUMENT FOUND; THENCE, N77°05'52"W A DISTANCE OF 415.10 FEET TO A 1/2" IRON PIPE FOUND; THENCE, N00°33'05"E A DISTANCE OF 457.27 FEET TO A 1/2" IRON PIPE FOUND; THENCE, N00°33'05"E A DISTANCE OF 92.75 FEET TO A 3/4" IRON PIPE SET; THENCE, N87°03'17"W A DISTANCE OF 124.95 FEET TO A COMPUTED POINT AT A 40" POPLAR; THENCE, N02°34'18"E A DISTANCE OF 394.62 FEET TO A 1/2" IRON PIPE FOUND; THENCE, N02°34'18"E A DISTANCE OF 394.37 FEET TO A 1/2" IRON PIPE FOUND; THENCE, N02°25'20"E A DISTANCE OF 71.14 FEET TO A 1/2" IRON PIPE FOUND; THENCE, N02°25'20"E A DISTANCE OF 186.74 FEET TO A 1/2" IRON PIPE FOUND; THENCE, N02°36'05"E A DISTANCE OF 325.84 FEET TO A 3/4" IRON PIPE SET; THENCE, N83°37'40"E A DISTANCE OF 94.32 FEET TO A 1/2" IRON PIPE FOUND; THENCE, N06°20'52"W A DISTANCE OF 166.26 FEET TO THE POINT OF BEGINNING.

SAID OUTER BOUNDARY CONTAINING 3,930,700 SQUARE FEET OR 90.24 ACRES, MORE OR LESS.



June 2023
May 2023 Aerial Photography
Prepared by Town of Apex Planning Department

PETITION FOR VOLUNTARY ANNEXATION

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

Application #: 2023-005 Submittal Date: 1-31-2023
 Fee Paid: \$ 200.00 Check #: CC

TO THE TOWN COUNCIL APEX, NORTH CAROLINA

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

See attached

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
Owner Name (Please Print)	Property PIN or Deed Book & Page #
Phone	E-mail Address

SURVEYOR INFORMATION

Surveyor: Bateman Civil Survey Company; Steven P. Carson
 Phone: 919-577-1080 Fax: 919-577-1081
 E-mail Address: info@batemancivilsurvey.com

ANNEXATION SUMMARY CHART

Property Information	Reason(s) for annexation (select all that apply)
Total Acreage to be annexed: <u>89.90</u>	Need water service due to well failure <input type="checkbox"/>
Population of acreage to be annexed: <u>TBD</u>	Need sewer service due to septic system failure <input type="checkbox"/>
Existing # of housing units: <u>7</u>	Water service (new construction) <input checked="" type="checkbox"/>
Proposed # of housing units: <u>180</u>	Sewer service (new construction) <input checked="" type="checkbox"/>
Zoning District*: <u>PUD-CZ</u>	Receive Town Services <input checked="" type="checkbox"/>

*Pending rezoning application

*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.

AFFIDAVIT OF OWNERSHIP


Application #: 2023-005

Submittal Date: 1-31-2023

The undersigned, Matthew J. Carpenter (the "Affiant") first being duly sworn, hereby swears or affirms as follows:

1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the authorized agent of all owners, of the property 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. Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).
4. To Affiant's actual knowledge, no claim or action has been brought against owners which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owners in court regarding possession of the Property.

This the 17 day of January, 2023.

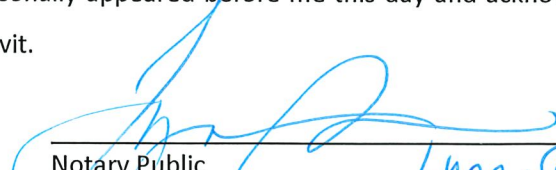

 _____ (seal)
Matthew J. Carpenter

 Type or print name

STATE OF NORTH CAROLINA
COUNTY OF Wake

I, the undersigned, a Notary Public in and for the County of Wake, hereby certify that Matthew J. Carpenter, Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's NC Driver's License, 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: 11/16/2027

PETITION FOR VOLUNTARY ANNEXATION

Application #: 2023-005

Submittal Date: 1-31-2023

COMPLETE IF SIGNED BY INDIVIDUALS:

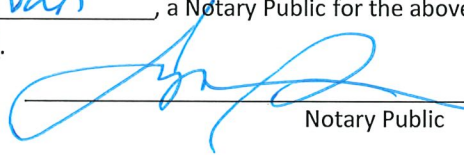
Matthew J. Carpenter, Authorized Agent

Please Print


Signature

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Lynn Sullivan, a Notary Public for the above State and County,
this the 17 day of January, 2023.


Notary Public

My Commission Expires: 11/16/2027



AGENT AUTHORIZATION FORM

Application #: 2023 - 005

Submittal Date: 1-31-2023

Sonya Ammons and Steve Ammons is the owner* of the property for which the attached application is being submitted:

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

The property address is: 0723113507, 0723120194, 0723026951, and 0723111191 (0723111191 inherited, ownership not shown in Wake County Registry)

The agents for this project are: Jeff Roach and Matthew Carpenter

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

Agent Names: Jeff Roach and Matthew Carpenter

Address: 301 Fayetteville Street, Suite 1400, Raleigh, NC 27601

Telephone Number: (919) 835-4032

E-Mail Address: matthewcarpenter@parkerpoe.com

Signature(s) of Owner(s)*

Sonya Ammons
 Sonya Ammons Sonya Ammons 12/13/22
 Type or print name Date

Steve Ammons
 Steve Ammons Steve Ammons 12/13/22
 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.

AGENT AUTHORIZATION FORM

Application #: _____

Submittal Date: _____

Bridget Cotrufo and Paul Cotrufo is the owner* of the property for which the attached application is being submitted:

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

The property address is: 8635 Castleberry Road; PIN 0723115892

The agents for this project are: Jeff Roach and Matthew Carpenter

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

Agent Names: Jeff Roach and Matthew Carpenter

Address: 301 Fayetteville Street, Suite 1400, Raleigh, NC 27601

Telephone Number: (919) 835-4032

E-Mail Address: matthewcarpenter@parkerpoe.com

Signature(s) of Owner(s)*

Bridget Cotrufo

Bridget Cotrufo

Type or print name

Dec. 13, 2022

Date

Paul Cotrufo

Paul Cotrufo

Type or print name

Dec. 13, 2022

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.

AGENT AUTHORIZATION FORM

Application #: _____

Submittal Date: _____

Deborah Strickland and Ronald Strickland is the owner* of the property for which the attached application is being submitted:

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

The property address is: PINs 0723125145, 0723113507, 0723026951 and 0723111191 (0723111191 inherited, ownership not shown in Wake County Registry)

The agents for this project are: Jeff Roach and Matthew Carpenter

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

Agent Names: Jeff Roach and Matthew Carpenter

Address: 301 Fayetteville Street, Suite 1400, Raleigh, NC 27601

Telephone Number: (919) 835-4032

E-Mail Address: matthewcarpenter@parkerpoe.com

Signature(s) of Owner(s)*

Deborah Strickland

Deborah Strickland

Type or print name

12-13-2022

Date

Ronald M. Strickland

Ronald Strickland

Type or print name

12.13.2022

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.

AGENT AUTHORIZATION FORM

Application #: _____

Submittal Date: _____

Thomas Marcom and Nancy Marcom _____ is the owner* of the property for which the attached application is being submitted:

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

The property address is: 0723113507, 0723024085, 0723023450, 0723026951 and 0723111191 (0723111191 inherited, ownership not shown in Wake County Registry)

The agents for this project are: Jeff Roach and Matthew Carpenter

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

Agent Names: Jeff Roach and Matthew Carpenter

Address: 301 Fayetteville Street, Suite 1400, Raleigh, NC 27601

Telephone Number: (919) 835-4032

E-Mail Address: matthewcarpenter@parkerpoe.com

Signature(s) of Owner(s)*

Thomas Marcom
Thomas Marcom
Type or print name

12/13/22
Date

Nancy Marcom
Nancy Marcom
Type or print name

12/13/22
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.

AGENT AUTHORIZATION FORM

Application #: _____

Submittal Date: _____

Bridget Cotrufo and Paul Cotrufo is the owner* of the property for which the attached application is being submitted:

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

The property address is: 8635 Castleberry Road; PIN 0723115892

The agents for this project are: Jeff Roach and Matthew Carpenter

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

Agent Names: Jeff Roach and Matthew Carpenter

Address: 301 Fayetteville Street, Suite 1400, Raleigh, NC 27601

Telephone Number: (919) 835-4032

E-Mail Address: matthewcarpenter@parkerpoe.com

Signature(s) of Owner(s)*

Bridget Cotrufo

Bridget Cotrufo

Type or print name

Dec. 13, 2022

Date

Paul Cotrufo

Paul Cotrufo

Type or print name

Dec. 13, 2022

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.

EXHIBIT B
Property Ownership

***Owner names and deed references below are accurate (and have been confirmed by a title attorney) but may differ from what is shown on Wake County GIS. Some property owner names have changed due to marriage.**

Parcel 1

Site Address: 8633 Castleberry Road

PIN: 0723125145

Deed Reference (book/page): 2284/124

Acreage: 2.38

Owner: Deborah Kay Marcom Strickland (a/k/a Deborah M. Strickland and Deborah Kay Marcom) and spouse, Ronald M. Strickland (a/k/a Ronnie Strickland)

Owner Address: 8633 Castleberry Road, Apex, NC 27523-9695

Parcel 2

Site Address: 8635 Castleberry Road

PIN: 0723115892

Deed Reference (book/page): 9017/1189

Acreage: 3.37

Owner: Bridget Cotrufo and Paul Anthony Cotrufo

Owner Address: 8635 Castleberry Road, Apex, NC 27523-9695

Parcel 3

Site Address: 8637 Castleberry Road

PIN: 0723113507

Deed Reference (book/page): Wake County Estate File Number 22-E-2448 for Tempie Grace Mills Marcom

Acreage: 2.18

Owner: Deborah Kay Marcom Strickland (a/k/a Deborah M. Strickland and Deborah Kay Marcom); Thomas Russell Marcom (a/k/a Thomas R. Marcom); and Sonya Beth Marcom Ammons (a/k/a Sonya Ammons and Sonya Jones)

Owner Address: 8637 Castleberry Road, Apex, NC 27523-9695

Parcel 4

Site Address: 8639 Castleberry Road

PIN: 0723111191

Deed Reference (book/page): Wake County Estate File Number 22-E-2448 for Tempie Grace Mills Marcom

Acreage: 70.54

Owner: Deborah Kay Marcom Strickland (a/k/a Deborah M. Strickland and Deborah Kay Marcom); Thomas Russell Marcom (a/k/a Thomas R. Marcom); and Sonya Beth Marcom Ammons (a/k/a Sonya Ammons and Sonya Jones)

Owner Address: 8637 Castleberry Road, Apex, NC 27523-9695

Parcel 5

Site Address: 8649 Castleberry Road

PIN: 0723120194

Deed Reference (book/page): 3292/220

Acreage: 3.0

Owner: Sonya Beth Marcom Ammons (a/k/a Sonya Beth Marcom, Sonya Ammons; Sonya Beth Marcom Biddy and Sonya Jones), and spouse, Steve Ammons

Owner Address: 8649 Castleberry Road, Apex, NC 27523-9695

Parcel 6

Site Address: 8709 Castleberry Road

PIN: 0723024085

Deed Reference (book/page): 16865/2012

Acreage: 7.20

Owner: Thomas Russell Marcom (a/k/a Thomas R. Marcom); and spouse, Nancy Marcom (a/k/a Nancy L. Marcom)

Owner Address: 2309 7 Lakes S., West End, NC 27376-9601

Parcel 7

Site Address: 8717 Castleberry Road

PIN: 0723023450

Deed Reference (book/page): 16865/2012

Acreage: 2.92

Owner: Thomas Russell Marcom (a/k/a Thomas R. Marcom); and spouse, Nancy Marcom (a/k/a Nancy L. Marcom)

Owner Address: 2309 7 Lakes S., West End, NC 27376-9601

Parcel 8

Site Address: 8705 Castleberry Road

PIN: 0723026951

Deed Reference (book/page): Wake County Estate File Number 22-E-2448 for Tempie Grace Mills Marcom

Acreage: 0.26

Owner: Deborah Kay Marcom Strickland (a/k/a Deborah M. Strickland and Deborah Kay Marcom); Thomas Russell Marcom (a/k/a Thomas R. Marcom); and Sonya Beth Marcom Ammons (a/k/a Sonya Ammons and Sonya Jones)

Owner Address: 2309 7 Lakes S., West End, NC 27376-9601

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PUBLIC HEARING

Meeting Date: September 12, 2023

Item Details

Presenter(s): June Cowles, Senior Planner

Department(s): Planning

Requested Motion

Public hearing and possible motion for Rezoning Application No. 23CZ04 Castleberry Reserve PUD and Ordinance. The applicant, Matthew Carpenter, Parker Poe/Inspire Commercial, LLC and Jeff Roach, Peak Engineering, seeks to rezone approximately 89.90 acres from Wake County Residential-80W District (R-80W) to Planned Unit Development-Conditional Zoning (PUD-CZ). The proposed rezoning is located at 8633, 8635, 8637, 8639, 8649, 8705, 8709, and 8717 Castleberry Road.

Recommendation

The Planning Department recommends approval as proposed by the applicant.

The Planning Board held a Public Hearing on July 10, 2023 and by a vote of 5-3 voted to recommend approval of the rezoning with the conditions offered by the applicant and an additional condition that Castleberry Road cross section maintain a rural nature to be worked out by staff.

Item Details

This item was continued from the August 8, 2023 Town Council meeting. The properties to be rezoned are identified as PINs 0723125145, 0723115892, 0723113507, 0723111191, 0723120194, 0723024085, 0723023450, and 0723026951.

Attachments

- PH2-A1: Staff Report - Rezoning Case No. 23CZ04 - Castleberry Reserve PUD
- PH2-A2: Legal Description - Rezoning Case No. 23CZ04 - Castleberry Reserve PUD
- PH2-A3: Castleberry Reserve Planned Unit Development - Rezoning Case No. 23CZ04 - Castleberry Reserve PUD
- PH2-A4: Planning Board Report to Town Council - Rezoning Case No. 23CZ04 - Castleberry Reserve PUD
- PH2-A5: Statement of Town Council & Ordinance - Rezoning Case No. 23CZ04 - Castleberry Reserve PUD



STAFF REPORT

Rezoning #23CZ04 Castleberry Reserve PUD

September 12, 2023 Town Council Meeting



All property owners, tenants, and neighborhood associations within 300 feet of this rezoning have been notified per UDO Sec. 2.2.11 *Public Notification*.

BACKGROUND INFORMATION:

Location: 8633, 8635, 8637, 8639, 8649, 8705, 8709, and 8717 Castleberry Road
Applicant/Agent: Matthew Carpenter, Parker Poe/Inspire Commercial, LLC and Jeff Roach, Peak Engineering
Owners: Deborah and Ronnie Strickland, Bridget and Paul Anthony Cotrufo, Sonya Ammons, Deborah Strickland, Thomas Marcom, Sonya and Steve Ammons, Thomas Russell and Nancy Marcom.

PROJECT DESCRIPTION:

Acreage: ±89.90 acres
PINs: 0723125145, 0723115892, 0723113507, 0723111191, 0723120194, 0723024085, 0723023450, and 0723026951
Current Zoning: Wake County Residential-80W (R-80W)
Proposed Zoning: Planned Unit Development-Conditional Zoning (PUD-CZ)
Current 2045 Land Use Map: Rural Density Residential
If rezoned as proposed, the 2045 Land Use Map Designation will change to: Low Density Residential
Town Limits: Outside – annexation is required at the time of rezoning

Adjacent Zoning & Land Uses:

	Zoning	Land Use
North:	Wake County Residential-80W (R-80W); Low Density-Conditional Zoning (LD-CZ #13CZ17)	Castleberry Road; Single-family Residential (Lake Castleberry subdivision)
South:	Wake County Residential-80W (R-80W)	Vacant; North Carolina Wildlife Resources Commission Protected Open Space
East:	Wake County Residential-80W (R-80W); Planned Unit Development-Conditional Zoning (PUD-CZ #16CZ23); and Rural Residential-Conditional Zoning (RR-CZ #22CZ04)	Single-family Residential (Wimberly Estates subdivision); Single-family Residential
West:	Wake County Residential-80W (R-80W)	Single-family Residential

BACKGROUND:

The public hearing for this item was continued at the August 8, 2023 Town Council meeting. Town Council expressed the following concerns:

- The 2045 Land Use Classification and the Housing Density.
- The lack of a 450-foot buffer to the Protected Open Space/Game Land
- Grading and Tree Preservation
- Affordable Housing



EXISTING CONDITIONS:

The properties to be rezoned are located south of Castleberry Road, north of the North Carolina Wildlife Resources Commission Protected Open Space, and approximately 800 feet west of Wimberly Road. The properties include the following:

- Mature trees, several streams bisecting the properties, with the grade sloping toward the southern section of the project site.
- Single-family residential and accessory structures.
- An existing gas line easement within the northeastern parcel, and an existing public overhead electrical easement along Castleberry Road.
- A cemetery, “Mills Cemetery”, located in the northwest area of the project site. The Mills Family Cemetery includes approximately 59 grave sites and has been in use for over 180 years.

NEIGHBORHOOD MEETING:

The applicant conducted two neighborhood meetings on December 7, 2022 and April 19, 2023. The neighborhood meeting reports are attached.

WCPSS COORDINATION:

A Letter of Impact from Wake County Public School System (WCPSS) was received for this rezoning and is included in the staff report packet.

WCPSS indicates that elementary, middle, and high schools within the current assignment area for this rezoning/development are anticipated to have insufficient capacity for future students; transportation to schools outside of the current assignment area should be anticipated. School expansion or construction within the next five years may address concerns at the elementary, middle, and high school grade level.

2045 LAND USE MAP:

The 2045 Land Use Map designates the subject properties as Rural Density Residential. The proposed rezoning to Planned Unit Development-Conditional Zoning (PUD-CZ) includes a maximum density of 1.65 units per acre which is inconsistent with the Rural Density Residential (1 unit per 5 acres) classification. If the properties are rezoned as proposed, the 2045 Land Use Map will automatically be amended to Low Density Residential (maximum 3 units per acre) per NCGS 160D-605(a).

PROPOSED REVISED PLANNED UNIT DEVELOPMENT PLAN:

In response to staff and Council’s concerns, the applicant has revised the proposed Planned Unit Development Plan to include the following:

- Reduced the maximum density from 2 units/acre to 1.65 units/acre (from 179 units to 148 units).
- Included the 450-foot buffer adjacent to the Army Corps Protected Open Space property.
- Preserve 25% of existing tree canopy
- Increased the Castleberry Road streetscape buffer from 30 feet to 40 feet.
- Increased the minimum lot size in the Northern District from 6,000 sq ft to 8,000 sq ft.
- Increased the minimum lot width in the Northern District from 50 feet to 60 feet.
- Increased the solar commitment from 5 homes to 20 homes.
- Included a condition limiting the width of garages on the front façade to no more than 50% of the total width of the house.
- Included a donation of \$148,000 to the Town of Apex Affordable Housing Fund.

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The additional and revised conditions are shown in **bold, black text** within the Proposed Planned Unit Development Plan Section.

Permitted Uses:

The development includes residential uses. The Rezoned Lands may be used for, and only for, the uses listed below. The permitted uses are subject to the limitation and regulations stated in the UDO and any additional limitation 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.

Residential Uses

- Single-family
- Accessory apartment*

**Homeowners Association covenants shall not restrict the construction of accessory dwelling units.*

Recreational Uses

- Park, active
- Greenway
- Park, passive
- Recreation facility, private
- Utility, minor

Non-Residential

- Cemetery

Proposed Design Controls:

Residential:

Proposed Land Area:	89.90 acres
Maximum Number of Units:	148 units
Maximum Density:	1.65 units per acre
Maximum Building Height:	45 feet, 3 stories
Maximum Built-Upon Area:	45%

Lot Dimensions:

Section	Minimum Lot Width	Minimum Lot Size
Northern	60 ft	8,000 sf
Southern	75 ft	10,000 sf

Setbacks:

	Proposed Minimum Setbacks	
Northern District Single-family Detached	Front	10'
	Front (garage)	20'
	Side	5'
	Rear	10'
	Corner Side	10'
	Minimum from Buffer/RCA	10' for buildings 5' for parking areas

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Southern District Single-family Detached	Front	10'
	Front (garage)	20'
	Side	5'
	Rear	10'
	Corner Side	10'
	Minimum from buffer/RCA	10' for buildings 5' for parking areas
Recreation Facility, Private	Front	10'
	Side	10'
	Rear	10'
	Minimum from Buffer/RCA	10' for buildings 5' for parking areas

Proposed RCA & Buffers:

UDO Sec. 8.1.2.C *Size of the RCA* does not require Resource Conservation Area (RCA) for developments with a density of 2.0 units per acre or less. However, the proposed project is providing 20% of the project site as RCA. Therefore, the applicant is proposing that an additional 5% not be required if the development is mass graded per UDO Section 7.2.5.B.8.

Residential Buffers:

Perimeter Buffers:	UDO Required	Proposed
Along the Property's Castleberry Road frontage	30 ft. Type B	40 ft. Type B
Along the Property's westernmost boundary adjacent to PIN 0723001857*	20 ft. Type B	20 ft. Type B
Along the Property's southernmost boundary adjacent to PIN 0722090422	20 ft. Type B	20 ft. Type B
Along the Property's shared property line with PIN 0723117077*	20 ft. Type B	20 ft. Type B
Along the Property's shared property line with PIN 0723210562*	20 ft. Type B	20 ft. Type B
Along the Property's shared property line with PIN 0723221515	20 ft. Type B	20 ft. Type B
Along Diesel Path	20 ft. Type B	20 ft. Type B
Along the Property's shared property line with PIN 0723136582	20 ft. Type B	20 ft. Type B
Along the Property's shared property line with PIN 0723134513	20 ft. Type B	20 ft. Type B
Along the Cemetery (as defined below) boundary	20 ft. Type B	10 ft. Type B
Along the Cemetery's Road Frontage	10 ft. Setback	0 ft. Buffer

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Perimeter Buffers:	UDO Required	Proposed
Along the Property's southernmost property line adjacent to PIN 0722090422		450 ft. Undisturbed (the "Game Lands Buffer")**

*As shown on the Concept Plan, except where located adjacent to RCA, riparian buffers, or stormwater ponds, these buffers may be reconfigured and/or reduced if adjacent tracts are redeveloped.

****The Game Lands Buffer shall remain undisturbed in its current natural state and shall not be cleared or graded other than for necessary tree/forestry maintenance and/or installation of passive recreation amenities such as unpaved trails, benches, and natural areas. The Game Lands Buffer shall not require any supplemental plantings.**

Environmental Zoning Conditions:

The following environmental conditions shall also apply to the Development:

1. All dwelling units shall be pre-configured with conduit for a solar energy system.
2. A solar PV system of at least 4 kilowatts shall be installed on a minimum of **20** homes (the "Solar Lots"). The Solar Lots shall be identified on the Master Subdivision Plat.
3. The project shall install at least one (1) sign per SCM discouraging the use of fertilizer and to reduce pet waste near SCM drainage areas. The sign(s) 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.
4. The project shall install a minimum of four (4) pet waste stations.
5. The project shall plant drought resistant warm season grasses throughout the development to minimize irrigation and chemical use.
6. Stormwater control devices shall be designed and constructed so that post development peak runoff does not exceed pre-development peak runoff conditions for the 24-hour, 1 year, 10 year, and 25-year storm events.
7. Landscaping shall include at least four (4) native hardwood tree species throughout the Development.
8. No clearing or land disturbance shall be permitted within the riparian buffer **nor the 450-foot undisturbed buffer**, except in the riparian buffer, the minimum necessary to install required road and utility infrastructure and SCM outlets. The SCM water storage and treatment shall not be permitted within the riparian buffer **or the 450-foot undisturbed buffer**. Sewer infrastructure shall be designed to minimize impacts to riparian buffers.
9. Any outdoor lighting installed on private amenities, signs, landscaping, walls, or fences in common areas shall be full cutoff LED fixtures with a maximum color temperature of 3000k. This condition shall not apply to lighting on single-family homes, accessory buildings, or street lighting.
10. At least 75% of plants shall be native species. Landscaping will be coordinated with and approved by the Planning Department at site or subdivision review.
11. **The project shall preserve at least 25% of existing tree canopy.**

Affordable Housing:

The Development shall include a minimum of two (2) residential restricted affordable housing detached single-family median-income ownership units (the "Affordable Units").



- The Affordable Units shall be constructed on-site and sold (includes unit price and lot price) at a mutually agreeable maximum affordable housing median-income ownership initial sales price (the “Initial Sales Price”).
- The Affordable Units shall be occupied by low or median-income households earning no more than one-hundred thirty-five (135%) of the Raleigh NC Metropolitan Statistical Area (MSA), Area Median Income (AMI), adjusted for family size as most recently published by HUD (the “Income Limit”). For purposes of calculating the Initial Sales Price for the Affordable Units, affordable shall mean a reasonable down payment and monthly housing costs expected during the first calendar year of occupancy, including utilities or utility allowances, mortgage loan principal and interest, mortgage insurance, property taxes, homeowner’s insurance, homeowner’s association dues, if any, and all other property assessments, dues and fees assessed as a condition of property ownership, which does not exceed thirty percent (30%) times (x’s) one-hundred thirty five percent (135%) times (x’s) the annual median-income limit (135% AMI Category), based on a family size that is equal to the actual number of bedrooms as the Affordable Units, applicable to the Raleigh, NC MSA as most recently published by the HUD.
- A restrictive covenant (i.e. resale deed restriction) with a minimum affordability period of thirty (30) years (the “Affordability Period”) shall be recorded in the Wake County Registry against each of the Affordable Units concurrently at the close of escrow upon the sale of the Affordable Units.
- A restrictive covenant (i.e. affordable housing agreement) between the Town and applicant shall be recorded in the Wake County Registry against each of the lots for the Affordable Units prior to the issuance of a building permit for such lots to memorialize the affordable housing terms and conditions of the approved zoning condition.
- The Affordable Units shall be designated on the Master Subdivision Final Plat, which may be amended from time to time.
- Final Affordable Housing Unit floor plan selection which includes the unit size and bedroom size will be at the discretion of the developer.
- The Affordable Units may be provided in multiple phases or in one single phase.
- Developer will work with the Town to identify qualifying buyers for the first sale of the Affordable Units (the “First Sale”).
- Following the First Sale of the Affordable Units, Developer shall not be responsible for managing the Affordable Units or performing marketing, applicant screening, and selection related to future sales of the Affordable Units.
- Town staff will assist with the administrative duties of the Affordable Units during the Affordable Period.

Prior to issuance of the Master Subdivision Final Plat for the Property, Developer shall make a donation of \$148,000 to the Town of Apex Affordable Housing Fund.

Architectural Standards:

The proposed development offers the following architectural controls to ensure a consistency of character throughout the development, while allowing for enough variety to create interest and avoid monotony. Changes to the exterior materials, roof, windows, doors, process, trim, etc. are allowable with administrative approval at the staff level. Further details shall be provided at the time of development plan submittal. The following conditions shall apply:



Residential District Design Guidelines

Single-Family Detached:

1. Vinyl siding is not permitted; however, vinyl windows, decorative elements and trim are permitted.
2. The roof shall be pitched at 5:12 or greater for 75% of the building designs.
3. Eaves shall project at least 12 inches from the wall of the structure.
4. Garage doors shall have windows, decorative details or carriage-style adornments on them.
5. Street facing garages shall not protrude more than 5 feet out from the front façade and front porch.
6. 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
7. A varied color palette shall be utilized on homes throughout the subdivision to include a minimum of three (3) color families for siding and shall include varied trim, shutter, and accent colors complementing the siding color.
8. House entrances for units with front-facing single-car garages shall have a prominent covered porch/stoop area leading to the front door.
9. The rear and side elevations of the units that can be seen from the right-of-way shall have trim around the windows.
10. Front porches shall be a minimum of 6 feet deep.
- 11. Garages on the front façade of homes that face the street shall not exceed 50% of the total width of the house and garage together.**

Natural Resource and Environmental Data:

The properties are within the Cape Fear River Basin, Jordan Lake Watershed, and Primary Watershed Protection Overlay District as shown on the Town of Apex Watershed Protection Overlay Map 2019. This PUD will comply with all built upon area, vegetated conveyances, structural SCMs and riparian stream buffer requirements of UDO Section 6.1.8.

The project is not located in a designated current or future 100-year floodplain as shown on the Town of Apex’s Flood Risk Information System (FRIS) or FEMA FIRM Panel 3720072300K with an effective date of July 19, 2022. Watershed & FEMA Map dated April 2015.

Parking:

Parking for the development shall meet the requirements of UDO Section 8.3.



Historic Structures:

There are no known historic structures present on the Property, however there is an existing cemetery as shown on the Existing Conditions Plan and Concept Plan (the “Cemetery”). The Cemetery shall be preserved in place. The Cemetery is approximately 0.30 acres and has approximately 59 grave sites. Prior to Master Subdivision Plan approval, a survey of the Cemetery shall be completed to establish its exact dimensions and the location of grave sites.

Public Facilities:

The proposed PUD shall be designed to comply with the Town’s Sewer and Water Master Plan and Standards and Specifications. The development will be served water and sewer by the Town of Apex.

Stormwater Management:

Stormwater control devices shall be designed and constructed to exceed UDO standards so that post development peak runoff does not exceed pre-development peak runoff conditions for the 24-hour, 1-year, 10-year, and 25-year storm events. Otherwise, the Development shall meet all stormwater management requirements for quality and quantity treatment in accordance with Section 6.1 of the UDO.

The project shall provide additional water quality stormwater controls to reduce the overall nitrogen export for the site to less than 10 lbs/ac/yr through the installation of State approved Stormwater Control Measures (SCMs). The final selection of the SCMs used to reduce the nitrogen export from the site shall be selected by the design team and coordinated with staff during Subdivision and Construction Document design and review.

Acceptable stormwater structures shall include detention ponds, constructed wetlands, bio-retention areas, or other approved devices consistent with the NC DEQ Stormwater Design Manual and the Town of Apex UDO.

Apex Transportation Plan/Access and Circulation:

The proposed PUD is consistent with the Apex Transportation Plan and Bicycle and Pedestrian System Plan.

Transportation Improvements:

The following conditions regarding transportation improvements apply and shall be phased consistent with the Traffic Impact Analysis that has been performed for this rezoning, which is on file with the Town of Apex and attached to this report. Access and improvements proposed along NCDOT roadways are subject to NCDOT review and approval at the time of site and subdivision plans.

1. Developer shall construct a stop-controlled two-lane public street access to Castleberry Road approximately 1,400 feet west of Wimberly Road.
2. Developer shall provide right-of-way dedication and road widening along Castleberry Road a minimum of 30 feet from center line consistent with NCDOT requirements for a two-lane roadway. In keeping with the existing rural character of Castleberry Road, developer shall improve the south side of Castleberry Road with a grassed swale in lieu of curb and gutter and a 5-foot sidewalk south of the grassed swale for the length of the property’s Castleberry Road frontage.
3. Developer shall construct a southbound right turn taper on Wimberly Road at Castleberry Road according to the right turn lane warrants in the NCDOT Roadway Design Manual, install a stop bar



at the intersection with Wimberly Road, and provide centerline pavement markings extending a minimum of 50 feet from the stop bar subject to NCDOT review and approval.

Pedestrian Improvements:

1. Consistent with the UDO requirements the proposed PUD Plan includes sidewalks provided along both sides of all streets.
2. Developer shall upgrade the existing crossing of the American Tobacco Trail at Wimberly Road with high visibility crosswalk markings and signs and install a push button rectangular rapid-flashing crosswalk beacon system according to Apex standards, subject to NCDOT review and approval.
3. Developer shall extend the existing sidewalk along the southwest side of Wimberly Road, south to connect to the American Tobacco Trail, with roadway shoulder widening and gutter typical roadway section (the “ATT Connection”). (See Figure 1: Wimberly Road Sidewalk Extension and Crossing).
 - Developer will need to coordinate with and obtain an encroachment agreement from NC Rail and obtain any other necessary approvals or agreements for construction and maintenance of the portion of the ATT Connection located on the American Tobacco Trail property leased by Wake County.
 - Developer shall work with Town staff and NCDOT to finalize a design that places the ATT Connection within the existing Wimberly Road right of way.
 - If the Town and NCDOT will not approve a design that places the ATT Connection in the existing Wimberly Road right of way, Developer shall pay a fee-in-lieu in the amount of the estimated cost of the ATT Connection.



Figure 1: Wimberly Road Sidewalk Extension and Crossing



4. Developer shall construct a 5-foot wide offsite sidewalk to connect the sidewalk along the frontage of PIN 0723023450 to the existing Lake Castleberry sidewalk stub at the northeast corner of the intersection of Castleberry Road and Lake Castleberry Drive (the “Lake Castleberry Sidewalk Connection”). The Lake Castleberry Sidewalk Connection will be constructed along the south side of Castleberry Road. If the Town and NCDOT will not approve the Lake Castleberry Sidewalk Connection or Developer is unable to acquire the necessary offsite rights of way and/or easements for the Lake Castleberry Sidewalk Connection, Developer shall pay a fee in lieu in the amount of the estimated cost of the Lake Castleberry Sidewalk Connection.

ENVIRONMENTAL ADVISORY BOARD:

The Apex Environmental Advisory Board (EAB) held a pre-application meeting for this rezoning on January 9, 2023. The zoning conditions suggested by the EAB are listed below along with the applicant’s response to each condition.

EAB Suggested Condition	Applicant’s Response
Implement low impact development (LID) techniques as defined by the NC Department of Environmental Quality.	Not Added
Stormwater re-use application <ul style="list-style-type: none"> • Integrate irrigation from the SCM (wet pond) on site 	Not Added
Implement green infrastructure. <ul style="list-style-type: none"> • Provide diverse and abundant pollinator and bird food sources (e.g. nectar, pollen, and berries from blooming plants) that bloom in succession from spring to fall, which should be 100% native for birds and 75% for pollinators • Provide and allow for undisturbed spaces (e.g. leaf piles, unmown fields, fallen trees) for nesting and overwintering for native pollinators and wildlife. 	Not Added
Install community gardens and native pollinator demonstration gardens	Not Added
To the greatest extent practicable, include a 150-yard (450-foot) NC Game Land safety buffer along the exterior of the property adjacent to the US Army Corps lands.	Added
Preserve tree canopy and prioritize medium to large, healthy, desirable species. <ul style="list-style-type: none"> • Preserve existing trees (percentage-based) • Existing hardwood trees of 18” diameter or larger which are removed by development shall be replaced b 1.5” caliper native trees, either on site or at an alternate location. Tree species shall be chosen from the DDM or in conjunction with Planning Staff 	Added (Preserving 25% of Tree Canopy)
Install a minimum of a 4-kW solar PV system to a minimum of 20 homes, including 5 homes with solar before 40% of building permits are approved, 10 homes before 65% of building permits are approved, and 20 homes before 90% of building permits are approved	Added (4-kw and shall be installed on a minimum of 20 homes)
Stormwater control devices shall be designed and constructed so that post-development peak runoff does not exceed pre-development peak runoff conditions for the 24-hour, 1-year, 10-year, and 25-year storm events	Added

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EAB Suggested Condition	Applicant's Response
Landscaping shall include at least four (4) native hardwood tree species throughout the development	Added
No clearing or land disturbance shall be permitted within the riparian buffer, except the minimum necessary to install required road and utility infrastructure and SCM outlets. The SCM water storage and treatment shall not be permitted within the riparian buffer. Sewer infrastructure shall be designed to minimize impacts to riparian buffers	Added
Install signage near environmentally sensitive areas in order to: <ul style="list-style-type: none">• Reduce pet waste near SCM drainage areas• Eliminate fertilizer near SCM drainage areas	Added
Increase biodiversity. <ul style="list-style-type: none">• Plant pollinator-friendly flora.• Plant 75% native flora (Refer to the Apex Design & Development Manual (DDM) for approved native species)	Added
Include landscaping that requires less irrigation and chemical use. <ul style="list-style-type: none">• Plant warm season grasses for drought-resistance	Added
Install a minimum of four (4) pet waste stations in neighborhoods	Added
Include solar conduit in building design	Added
Include International Dark Sky Association compliance standards. <ul style="list-style-type: none">• Outdoor lighting shall be shielded in a way that focuses lighting to the ground• Lighting that minimizes the emission of blue light to reduce glare shall be used• Lighting with a color temperature of 3000K or less shall be used for outside installations	Added

PARKS, RECREATION, AND CULTURAL RESOURCES ADVISORY COMMISSION:

The Parks, Recreation, and Cultural Resources Advisory Commission reviewed the Castleberry Reserve PUD project at their April 26, 2023 meeting. The Commission made a recommendation for a fee-in-lieu of dedication for a maximum of 179 single-family detached units. The recommendation is based on the current 2023 fee rate of single-family detached units for \$4,016.66. The total residential fee in lieu per current unit count is \$718,982.14.

Note: The above number and fee will be adjusted for the proposed reduction to 148 single-family detached units.

STAFF ANALYSIS:

2045 Land Use Map Classification:

The 2045 Land Use Map designates the site as Rural Density Residential at 1 unit per 5 acres. The Rural Density Residential classification is primarily located adjacent to the Protected Open Space. The Peak Plan 2030 provides a broad vision of the future for Apex based on a set of goals, that includes Protection of Environmental and Natural Resources. The Castleberry Reserves PUD Plan proposes 1.65 unit per acre. If



the properties are rezoned as proposed, the 2045 LUM will automatically be amended to Low Density Residential per NCGS 160D-605(a). The revised density and lot size minimums are more consistent with that of nearby developments.

Protected Open Space 450-foot Buffer:

The revised PUD Plan includes the 450-buffer from the Protected Open Space recommended by the North Carolina Wildlife Resource Commission (NCWRC) and the Town of Apex Environmental Advisory Board (EAB). (See Figure 2: Castleberry Reserve Site Layout)

The 450- buffer from the Protected Open Space provides the following benefits:

- Water Quality
- Animal Habitat Protection
- Game Land Hunting Safety

In addition, the revised PUD Plan adds a condition to preserve 25% of the existing tree canopy.

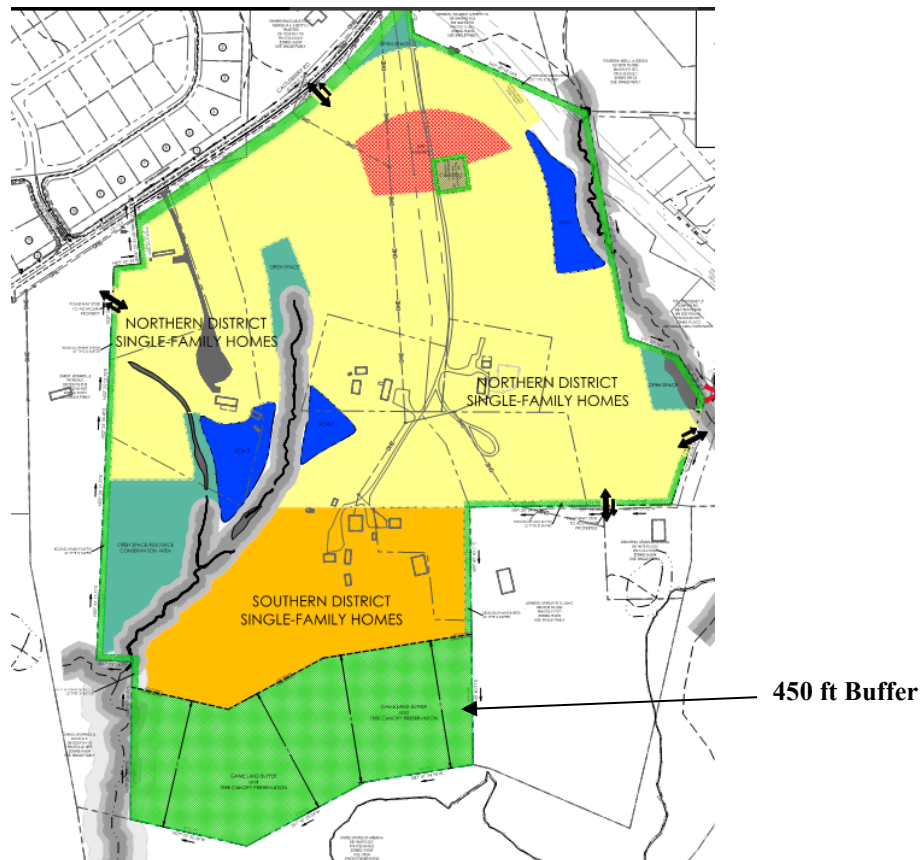


Figure 2: Castleberry Reserve Site Layout

Surrounding Neighborhood Character:

The existing adjacent neighborhoods adjacent to the project site and protected open space proximity include Lake Castleberry, Castleberry Estates, and Weddington (see Figure 3: Surrounding Neighborhood Map).

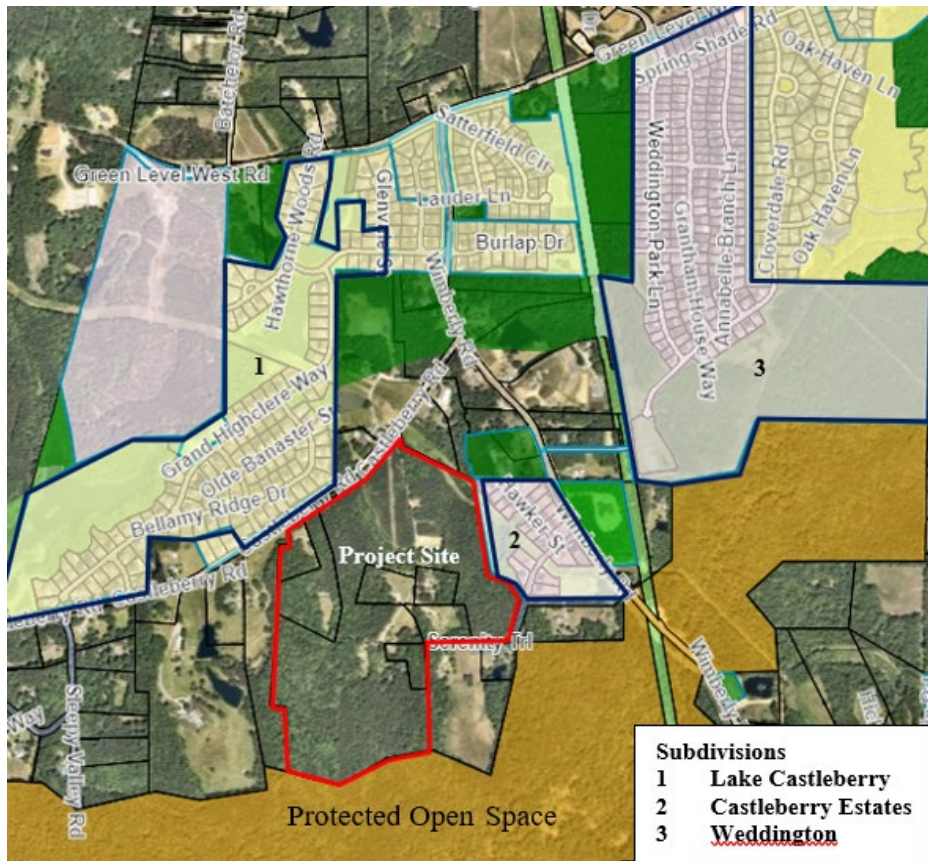


Figure 3: Surrounding Neighborhood Map

The table below compares the proposed project to the adjacent neighborhoods regarding density, minimum lot size, setbacks, and minimum distance to the Protected Open Space.

Subdivision	Density	Min Lot Size (sq ft)	Setbacks		Minimum Distance to Protected Open Space
Proposed Castleberry Reserves	1.65	8,000 (northern area) 10,000 (southern area)	Front: Garage: Side: Corner: Rear:	10 ft 20 ft 5 ft 10 ft 10 ft	450 ft
Lake Castleberry (1)	1.28	10,000	Front: Side: Corner: Rear:	25 ft 10 ft 15 ft 20 ft	1,471 ft
Castleberry Estates (2)	0.98	12,000	Front: Garage: Side: Corner: Rear:	15 ft 20 ft 8 ft 15 ft 15 ft	386 ft

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Subdivision	Density	Min Lot Size (sq ft)	Setbacks		Minimum Distance to Protected Open Space
Weddington (3)	1.48	8,000	Front:	20 ft	650 ft to residential lots
			Side:	5 ft, aggregate 15 ft	
			Corner:	10 ft	
			Rear:	15 ft	

The Castleberry Reserve PUD Plan revisions regarding neighborhood character include the following:

- Reduced the density to 1.65 units per acre
- Increased the northern district minimum lot size to 8,000 sq ft and minimum lot width to 60 feet
- Increased the corner side yard setback to 10 feet
- Increased the Protected Open Space buffer to 450 feet
- Added an architecture condition: Garages on the front façade of homes that face the street shall not exceed 50% of the total width of the house and garage together

The above PUD Plan revisions provide neighborhood characteristics compatible with the surrounding neighborhoods.

Off-Site Pedestrian Improvements:

The proposed PUD Plan includes 2 off-site pedestrian improvements as follows:

- Extension of a sidewalk on Wimberly Road to the American Tobacco Trail Crossing.
- The developer shall upgrade the existing crossing of the American Tobacco Trail at Wimberly Road with high visibility crosswalk markings and signs and install a push button rectangular rapid-flashing crosswalk beacon system.

Note: The above improvements require additional approvals. If approvals are not attained, the developer shall pay a fee in lieu.

Affordable Housing:

The proposed project is proposing two (2) affordable units. Housing Staff supports the proposed affordability term and income targeting range. The revised PUD Plan also included a condition that the applicant/developer shall provide a donation of \$148,000 to the Town of Apex Affordable Housing Fund.

PLANNING BOARD RECOMMENDATION:

On July 10, 2023, the Planning Board recommended approval (vote of 5-3) of the rezone with the condition that Castleberry Road cross section maintain a rural nature to be worked out by staff.

PLANNING STAFF RECOMMENDATION:

Planning staff recommends approval of Rezoning #23CZ04 Castleberry Reserve PUD as proposed by the applicant.



ANALYSIS STATEMENT OF THE REASONABLENESS OF THE PROPOSED REZONING:

This Statement will address consistency with the Town's comprehensive and other applicable plans, reasonableness, and effect on public interest:

The 2045 Land Use Map designates the site as Rural Density Residential classification. The applicant proposes a rezoning to Planned Unit Development-Conditional Zoning (PUD-CZ) district with a maximum density of 1.65 units per acre. If the properties are rezoned as proposed, the 2045 LUM will automatically be amended to Low Density Residential per NCGS 160D-605(a). The proposed rezoning to Planned Unit Development-Conditional Zoning (PUD-CZ) will provide the flexibility to accommodate the growth in population and infrastructure consistent with that contemplated by the 2045 Land Use Map.

The proposed rezoning is reasonable and is in the public interest because the proposed rezoning includes the 450-foot buffer along the protected open space recommended by the North Carolina Wildlife Resources Commission and the Environmental Advisory Board, preserves 25% of the existing tree canopy, and two (2) affordable housing units. The proposed rezoning is compatible with the surrounding neighborhood character, as it includes comparable lot sizes, lot widths, and setbacks. Furthermore, the proposed PUD Plan includes off-site pedestrian improvements that will improve pedestrian safety along Castleberry Road and Wimberly Road and provide an improved connection to the American Tobacco Trail.

PLANNED UNIT DEVELOPMENT DISTRICT AND CONDITIONAL ZONING STANDARDS:

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.

1. *Planned Unit Development (PUD-CZ) District*

In approving a Planned Development (PD) Zoning District designation for a PUD-CZ, the Town Council shall find the PUD-CZ district designation and PD Plan for PUD-CZ demonstrates compliance with the following standards:

a) *Development parameters*

- (i) The uses proposed to be developed in the PD Plan for PUD-CZ are those uses permitted in Sec. 4.2.2 *Use Table*.
- (ii) The uses proposed in the PD Plan for PUD-CZ can be entirely residential, entirely non-residential, or a mix of residential and non-residential uses, provided a minimum percentage of non-residential land area is included in certain mixed use areas as specified on the 2045 Land Use Map. The location of uses proposed by the PUD-CZ must be shown in the PD Plan with a maximum density for each type of residential use and a maximum square footage for each type of non-residential use.
- (iii) The dimensional standards in Sec. 5.1.3 *Table of Intensity and Dimensional Standards, Planned Development Districts* may be varied in the PD Plan for PUD-CZ. The PUD-CZ shall



- demonstrate compliance with all other dimensional standards of the UDO, North Carolina Building Code, and North Carolina Fire Code.
- (iv) The development proposed in the PD Plan for PUD-CZ encourages cluster and compact development to the greatest extent possible that is interrelated and linked by pedestrian ways, bikeways and other transportation systems. At a minimum, the PD Plan must show sidewalk improvements as required by the Apex Transportation Plan and the *Town of Apex Standard Specifications and Standard Details*, and greenway improvements as required by the Town of Apex Parks, Recreation, Greenways, and Open Space Plan and the Apex Transportation Plan. In addition, sidewalks shall be provided on both sides of all streets for single-family detached homes.
 - (v) The design of development in the PD Plan for PUD-CZ results in land use patterns that promote and expand opportunities for walkability, connectivity, public transportation, and an efficient compact network of streets. Cul-de-sacs shall be avoided unless the design of the subdivision and the existing or proposed street system in the surrounding area indicate that a through street is not essential in the location of the proposed cul-de-sac, or where sensitive environmental areas such as streams, floodplains, and wetlands would be substantially disturbed by making road connections.
 - (vi) The development proposed in the PD Plan for PUD-CZ is compatible with the character of surrounding land uses and maintains and enhances the value of surrounding properties.
 - (vii) The development proposed in the PD Plan for PUD-CZ has architectural and design standards that are exceptional and provide higher quality than routine developments. All residential uses proposed in a PD Plan for PUD-CZ shall provide architectural elevations representative of the residential structures to be built to ensure the Standards of this Section are met.
- b) *Off-street parking and loading*. The PD Plan for PUD-CZ shall demonstrate compliance with the standards of Sec. 8.3 *Off-Street Parking and Loading*, except that variations from these standards may be permitted if a comprehensive parking and loading plan for the PUD-CZ is submitted as part of the PD Plan that is determined to be suitable for the PUD-CZ, and generally consistent with the intent and purpose of the off-street parking and loading standards.
- c) *RCA*. The PD Plan for PUD-CZ shall demonstrate compliance with Sec. 8.1.2 Resource Conservation Area, except that the percentage of RCA required under Sec. 8.1.2 may be reduced by the Town Council by no more than 10% provided that the PD Plan for PUD-CZ includes one or more of the following:
- (i) A non-residential component;
 - (ii) An overall density of 7 residential units per acre or more; or
 - (iii) Environmental measures including but not limited to the following:
 - a. The installation of a solar photovoltaic (PV) system on a certain number or percentage of single-family or townhouse lots or on a certain number or percentage of multifamily, mixed-use, or nonresidential buildings. All required solar installation shall be completed or under construction prior to 90% of the building permits being issued for the approved number of lots or buildings. For single-family or townhouse installations, the lots on which these homes are located shall be identified on the Master Subdivision Plat, which may be amended;
 - b. The installation of a geothermal system for a certain number or percentage of units within the development; or
 - c. Energy efficiency standards that exceed minimum Building Code requirements (i.e. SEER rating for HVAC).



- d) *Landscaping.* The PD Plan for PUD-CZ shall demonstrate compliance with the standards of Sec. 8.2 *Landscaping, Buffering and Screening*, except that variations from these standards may be permitted where it is demonstrated that the proposed landscaping sufficiently buffers uses from each other, ensures compatibility with land uses on surrounding properties, creates attractive streetscapes and parking areas and is consistent with the character of the area. In no case shall a buffer be less than one half of the width required by Sec. 8.2 or 10 feet in width, whichever is greater.
- e) *Signs.* Signage in the PD Plan for PUD-CZ shall demonstrate compliance with Sec. 8.7 *Signs*, except that the standards can be varied if a master signage plan is submitted for review and approval concurrent with the PD plan and is determined by the Town Council to be suitable for the PUD-CZ and generally consistent with the intent and purpose of the sign standards of the UDO. The master signage plan shall have design standards that are exceptional and provide for higher quality signs than those in routine developments and shall comply with Sec. 8.7.2 *Prohibited Signs*.
- f) *Public facilities.* The improvements standards and guarantees applicable to the public facilities that will serve the site shall comply with Article 7: *Subdivision* and Article 14: *Parks, Recreation, Greenways, and Open Space*.
- (i) The PD Plan for PUD-CZ demonstrates a safe and adequate on-site transportation circulation system. The on-site transportation circulation system shall be integrated with the off-site transportation circulation system of the Town. The PD Plan for PUD-CZ shall be consistent with the Apex Transportation Plan and the *Town of Apex Standard Specifications and Standard Details* and show required right-of-way widths and road sections. A Traffic Impact Analysis (TIA) shall be required per Sec. 13.19.
- (ii) The PD Plan for PUD-CZ demonstrates a safe and adequate on-site system of potable water and wastewater lines that can accommodate the proposed development, and are efficiently integrated into off-site potable water and wastewater public improvement plans. The PD Plan shall include a proposed water and wastewater plan.
- (iii) Adequate off-site facilities for potable water supply, sewage disposal, solid waste disposal, electrical supply, fire protection and roads shall be planned and programmed for the development proposed in the PD Plan for PUD-CZ, and the development is conveniently located in relation to schools and police protection services.
- (iv) The PD Plan shall demonstrate compliance with the parks and recreation requirements of Sec. Article 14: *Parks, Recreation, Greenways, and Open Space* and Sec. 7.3.1 *Privately-owned Play Lawns* if there is a residential component in the PUD-CZ.
- g) *Natural resource and environmental protection.* The PD Plan for PUD-CZ demonstrates compliance with the current regulatory standards of this Ordinance related to natural resource and environmental protection in Sec. 6.1 *Watershed Protection Overlay District*, Sec. 6.2 *Flood Damage Prevention Overlay District*, and Sec. 8.1 *Resource Conservation*.
- h) *Storm water management.* The PD Plan shall demonstrate that the post-development rate of on-site storm water discharge from the entire site shall not exceed pre-development levels in accordance with Sec. 6.1.7 of the UDO.
- i) *Phasing.* The PD Plan for PUD-CZ shall include a phasing plan for the development. If development of the PUD-CZ is proposed to occur in more than one phase, then guarantees shall be provided that project improvements and amenities that are necessary and desirable for residents of the project, or that are of benefit to the Town, are constructed with the first phase of the project, or, if this is not possible, then as early in the project as is technically feasible.



- j) *Consistency with 2045 Land Use Map.* The PD Plan for PUD-CZ demonstrates consistency with the goals and policies established in the Town's 2045 Land Use.
- k) *Complies with the UDO.* The PD Plan for PUD-CZ demonstrates compliance with all other relevant portions of the UDO.

CONDITIONAL ZONING STANDARDS:

The Town Council shall find the PUD-CZ designation demonstrates compliance with the following standards.
2.3.3.F:

Legislative Considerations

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

- 1) *Consistency with 2045 Land Use Map.* The proposed Conditional Zoning (CZ) District use's appropriateness for its proposed location and consistency with the purposes, goals, objectives, and policies of the 2045 Land Use Map.
- 2) *Compatibility.* The proposed Conditional Zoning (CZ) District use's appropriateness for its proposed location and compatibility with the character of surrounding land uses.
- 3) *Zoning district supplemental standards.* The proposed Conditional Zoning (CZ) District use's compliance with Sec 4.4 *Supplemental Standards*, if applicable.
- 4) *Design minimizes adverse impact.* The design of the proposed Conditional Zoning (CZ) District use's minimization of adverse effects, including visual impact of the proposed use on adjacent lands; and avoidance of significant adverse impacts on surrounding lands regarding trash, traffic, service delivery, parking and loading, odors, noise, glare, and vibration and not create a nuisance.
- 5) *Design minimizes environmental impact.* The proposed Conditional Zoning District use's minimization of environmental impacts and protection from significant deterioration of water and air resources, wildlife habitat, scenic resources, and other natural resources.
- 6) *Impact on public facilities.* The proposed Conditional Zoning (CZ) District use's avoidance of having adverse impacts on public facilities and services, including roads, potable water and wastewater facilities, parks, schools, police, fire and EMS facilities.
- 7) *Health, safety, and welfare.* The proposed Conditional Zoning (CZ) District use's effect on the health, safety, or welfare of the residents of the Town or its ETJ.
- 8) *Detrimental to adjacent properties.* Whether the proposed Conditional Zoning (CZ) District use is substantially detrimental to adjacent properties.
- 9) *Not constitute nuisance or hazard.* Whether the proposed Conditional Zoning (CZ) District use constitutes a nuisance or hazard due to traffic impact or noise, or because of the number of persons who will be using the Conditional Zoning (CZ) District use.
- 10) *Other relevant standards of this Ordinance.* Whether the proposed Conditional Zoning (CZ) District use complies with all standards imposed on it by all other applicable provisions of this Ordinance for use, layout, and general development characteristics.



July 31, 2023

Lyle Overcash, PE.
Kimley-Horn and Associates, Inc.
421 Fayetteville Street, Suite 600
Raleigh, NC 27601
(919) 677-2000

Subject: **Staff summary and comments for the Castleberry Trails Development TIA Addendum, 07/27/2023**

Mr. Overcash:

Please review the following summary of my comments and recommendations. You may schedule a meeting with me and your client to discuss at your convenience.

Purpose of Addendum

The purpose of this addendum was to increase the lot count of the development from 170 single family homes to 180 single family homes, which increased the trip generation potential of the site by 6% from the original TIA.

Staff Recommendations

Staff has reviewed the increase in trip generation potential for the site and did not see an increase in level of service created by additional traffic at any of the study intersections. Therefore, staff recommendations remain unchanged from the original TIA review dated March 3, 2023.

Study Area

The TIA studied access to the proposed development at the following two (2) intersections:

- Castleberry Road and Site Driveway (proposed)
- Wimberly Road and Wimberly Oaks Drive (existing)

The following three (3) intersections were also included for analysis in the TIA study area:

- Castleberry Road and Wimberly Road
- Wimberly Road and Green Level West Road
- Green Level West Road and Green Level Church Road

Trip Generation

The proposed development is expected to consist of **180** single family homes. The development is projected to generate approximately **32** new trips entering and **95** new trips exiting the site during the weekday A.M. peak hour and **109** new trips entering and **64** new trips exiting the site during the weekday P.M. peak hour. The development is projected to add an additional **1,734** new daily trips onto the adjacent roadway network.

Background traffic

Background traffic consists of 3% annual background traffic growth compounded to build out year 2026, and the following fourteen (14) background developments.

- Halle Green Level West Apartment and Office (21-TAR-457)
- Twyla Road South (19-TAR-438A)
- Twyla Road North (19-TAR-437)
- Duke Health – Travis Staten (18-TAR-430A)
- Parkway Green Level Residential (18-TAR-429)
- Batchelor Road Residential (17-TAR-423)*
- White Oak Foundation (17-TAR-417)
- Wolfe Properties (Apex)
- Green Level Church Daycare (Apex)
- Ellsworth Residential (Apex)
- Apex Commercial – Freedom Square (Apex)
- Williams Grove (Apex)
- Castleberry Estates (Apex)
- Alderwood (Apex)

It should be noted that two of Apex developments (Ellsworth Residential and Castleberry Estates) did not have a traffic impact analysis because these developments were small and below the TIA thresholds. Therefore, it can be assumed that traffic from these developments is accounted in the annual background traffic growth rate.

Trip Distribution and Assignment

The trip distributions to and from the development site are as follows:

- 40% to/from the east on Green Level West Road
- 35% to/from the south on Wimberly Road
- 10% to/from the south on Green Level Church Road
- 10% to/from the west on Green Level West Road
- 5% to/from the north on Green Level Church Road

Traffic Capacity Analysis and Recommendations

Level of Service (LOS) is a grade of A through F assigned to an intersection, approach, or movement to describe how well or how poorly it operates. LOS A through D is considered acceptable for peak hour operation. LOS E or F describes potentially unacceptable operation and developers may be required to mitigate their anticipated traffic impact to improve LOS based on the Apex Unified Development Ordinance (UDO).

Tables 1 through 5 describe the levels of service (LOS) for the scenarios analyzed in the TIA. "NA" is shown when the scenario does not apply. The scenarios are as follows:

- **Existing 2022** - Existing year 2022 traffic.
- **No Build 2026** – Projected year (2026) with background traffic growth and background development.
- **Build 2026** – Projected year (2026) with background traffic, and site build-out including recommended improvements where applicable.

Castleberry Road and Site Driveway

Table 1. A.M. / P.M. Unsignalized Peak Hour Levels of Service Castleberry Road and Site Driveway	
	Build 2026
<u>Overall</u>	<u>NA</u>
<i>Eastbound (Castleberry Road)</i>	NA
<i>Westbound (Castleberry Road)</i>	A / A ²
<i>Northbound (Site Driveway)</i>	A / A ¹

1. Level of service for stop-controlled minor street approaches.
2. Level of service for left turn movements on free-flowing approaches.

TIA recommendations:

- The TIA recommends construction of a stop-controlled full movement site access driveway with one lane of ingress and one lane of egress on Castleberry Road, approximately 1,400 feet west of Wimberly Road.

Apex staff recommendations:

Apex staff concurs with the recommendation in the TIA. The site driveway is projected to operate at LOS A with minimal delays and minimal queuing.

Wimberly Road and Wimberly Oaks Drive

Table 2. A.M. / P.M. Unsignalized Peak Hour Levels of Service Wimberly Road and Wimberly Oaks Drive			
	Existing 2022	No Build 2026	Build 2026
Overall	<u>NA</u>	<u>NA</u>	<u>NA</u>
Eastbound (Wimberly Oaks Drive)	A / A^1	A / B^1	B / B^1
Northbound (Wimberly Road)	A / A^2	A / A^2	A / A^2
Southbound (Wimberly Road)	NA	NA	NA

1. Level of service for stop-controlled minor street approaches.
2. Level of service for left turn movements on free-flowing approaches.

TIA recommendations:

- The TIA recommends no improvements at this intersection.

Apex staff recommendations:

Apex staff concurs with the recommendation in the TIA. Wimberly Oaks Drive is projected to operate at LOS B with minimal delays and minimal queuing. Based on *NCDOT's Roadway Design Manual* and *NCDOT's Policy on Street and Driveway Access*, neither left turn or right turn lanes are warranted on Wimberly Road.

Castleberry Road and Wimberly Road

Table 3. A.M. / P.M. Unsignalized Peak Hour Levels of Service Castleberry Road and Wimberly Road			
	Existing 2022	No Build 2026	Build 2026
Overall	<u>NA</u>	<u>NA</u>	<u>NA</u>
Eastbound (Castleberry Road)	A / A^1	B / B^1	B / B^1
Northbound (Wimberly Road)	A / A^2	A / A^2	A / A^2
Southbound (Wimberly Road)	NA	NA	NA

1. Level of service for stop-controlled minor street approaches.
2. Level of service for left turn movements on free-flowing approaches.

TIA recommendations:

- The TIA recommends no improvements at this intersection.

Apex staff recommendations:

Apex staff recommends the construction of a southbound right turn taper per the right turn lane warrants in the *NCDOT Roadway Design Manual* due to the increase in turn volumes caused by the development. Additionally, staff recommends a stop bar at the intersection with Wimberly Road and centerline pavement markings extending at a minimum 50 feet from the stop bar.

Wimberly Road and Green Level West Road

Table 4. A.M. / P.M. Unsignalized Peak Hour Levels of Service Wimberly Road and Green Level West Road			
	Existing 2022	No Build 2026	Build 2026
Overall	<u>NA</u>	<u>NA</u>	<u>NA</u>
Eastbound (Green Level West Road)	NA	NA	NA
Westbound (Green Level West Road)	A / A ²	A / A ²	A / A ²
Northbound (Wimberly Road)	A / B ¹	B / B ¹	B / C ¹

1. Level of service for stop-controlled minor street approaches.
2. Level of service for left turn movements on free-flowing approaches.

TIA recommendations:

- The TIA recommends no improvements at this intersection.

Apex staff recommendations:

Apex staff concurs with the recommendation in the TIA. This intersection is projected to operate at LOS C or better on all approaches during both peak hours. It should be noted that an eastbound right turn taper is warranted based on the *NCDOT Roadway Design Manual*. However, the development is not projected to contribute a significant amount of traffic to the eastbound approach, therefore no improvements are recommended.

Green Level West Road and Green Level Church Road

Table 5. A.M. / P.M. Signalized Peak Hour Levels of Service Green Level West Road and Green Level Church Road			
	Existing 2022	No Build 2026	Build 2026
Overall	B / B	E / E	E / E
Eastbound (Green Level West Road)	C / C	F / F	F / F
Westbound (Green Level West Road)	C / C	E / E	E / F
Northbound (Green Level Church Road)	A / A	C / D	C / D
Southbound (Green Level Church Road)	B / B	E / F	E / E

TIA recommendations:

- The TIA recommends no improvements at this intersection

Apex staff recommendations:

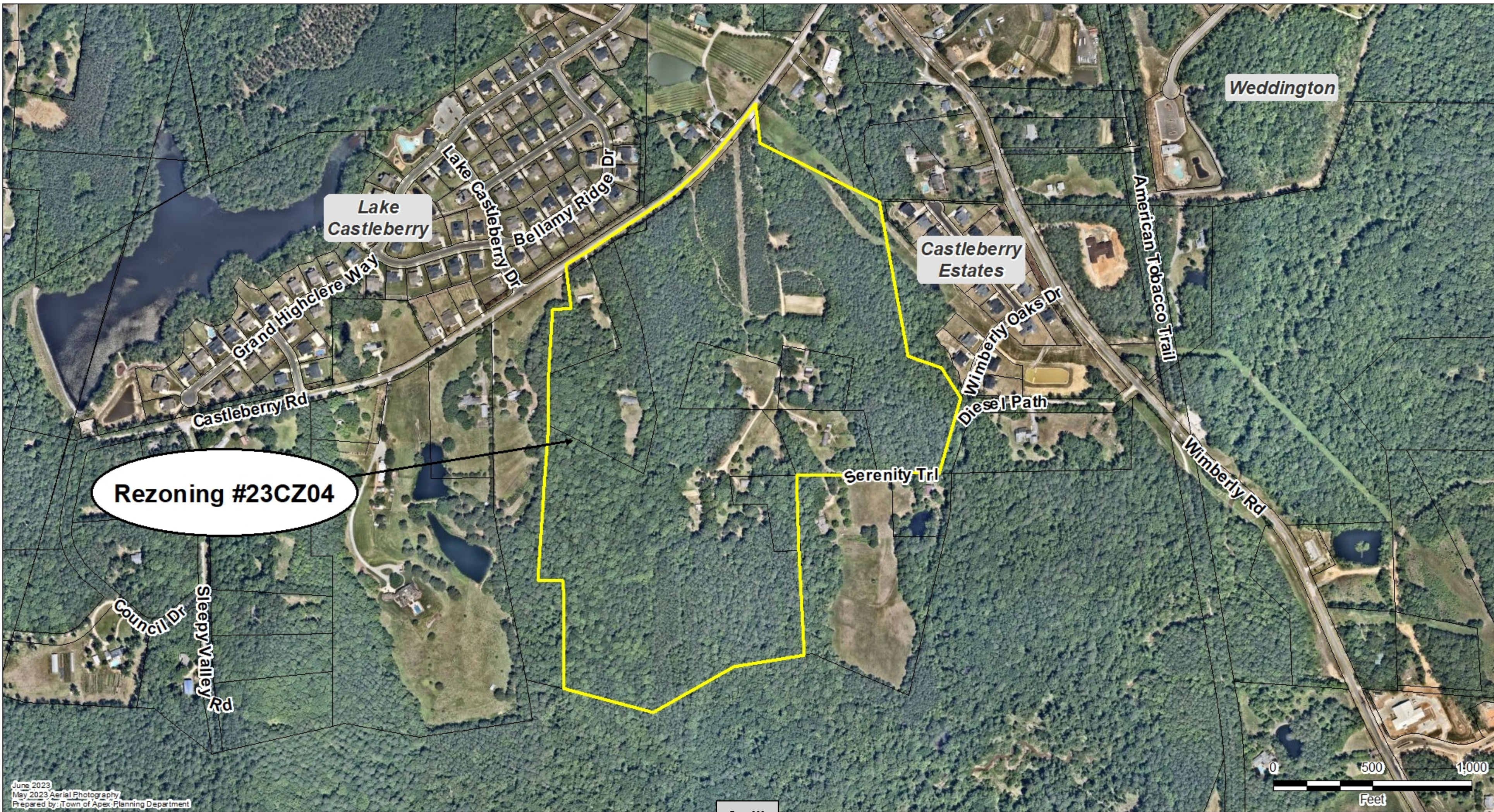
Apex staff concurs with the recommendations in the TIA. The development is projected to increase traffic by no more than 3% at this intersection, therefore no improvements are recommended per Section 13.19 of the UDO. It should be noted that a significant amount of background traffic is projected at this intersection in the no build conditions which will degrade operations to LOS E in both peak hours of the day. Breakdown in operations is projected on three of the four intersection approaches, particularly in the PM peak hour leading to long queues and vehicular delays. The development is not projected to add significantly more congestion to the intersection beyond the traffic projections in the No Build conditions.

Please coordinate with the NCDOT District Engineer’s Office concerning any recommendations on NCDOT facilities. Town staff will be available for meetings to discuss improvements on Town maintained roadways as needed.

Sincerely,



Serge Grebenschikov, PE
Traffic Engineer
919-372-7448



Weddington

Lake
Castleberry

Castleberry
Estates

Rezoning #23CZ04



June 2023
May 2023 Aerial Photography
Prepared by: Town of Apex Planning Department

PLANNED UNIT DEVELOPMENT APPLICATION

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

Application #: 23CZ04 Submittal Date: 1/31/2023
Fee Paid: \$ Check #: _____

PETITION TO AMEND THE OFFICIAL ZONING DISTRICT MAP

Project Name: Castleberry Reserve
Address(es): See attached application Exhibit A
PIN(s) See attached application Exhibit A

_____ Acreage: 89.90
Current Zoning: R-80W (Wake County) Proposed Zoning: Planned Unit Development Conditional Zoning (PUD-CZ)
Current 2045 LUM Designation: 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:	<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: Inspire Commercial, LLC c/o Matthew Carpenter
Address: 301 Fayetteville Street, Suite 1400
City: Raleigh State: NC Zip: 27601
Phone: 919-835-4032 E-mail: matthewcarpenter@parkerpoe.com

Owner Information

Name: See attached Exhibit A
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ E-mail: _____

Agent Information

Name: Matthew Carpenter
Address: 301 Fayetteville Street, Suite 1400
City: Raleigh State: NC Zip: 27601
Phone: 919-835-4032 E-mail: matthewcarpenter@parkerpoe.com
Other contacts: Jeff Roach, Peak Engineering
jroach@peakengineering.com

PLANNED UNIT DEVELOPMENT APPLICATION

Application #: 23CZ04

Submittal Date: 1/31/2023

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.

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

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

PETITION PROCESS INFORMATION

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

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

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

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

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

PETITION PROCESS INFORMATION

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

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.

DEVELOPMENT NAME APPROVAL APPLICATION

Application #: 23CZ04

Submittal Date: 1/31/2023

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 #: 23CZ04

Submittal Date: 1/31/2023

Proposed Subdivision/Development Information

Description of location: South side of Castleberry Road

Nearest intersecting roads: Castleberry Rd./Wimberly Rd.

Wake County PIN(s): See attached

Township: White Oak

Contact Information (as appropriate)

Contact person: Matthew Carpenter

Phone number: 919-835-4032 Fax number: N/A

Address: 301 Fayetteville Street, Suite 1400, Raleigh, NC 27601

E-mail address: matthewcarpenter@parkerpoe.com

Owner: See attached

Phone number: _____ Fax number: _____

Address: _____

E-mail address: _____

Proposed Subdivision/Development Name

1st Choice: Castleberry Reserve

2nd Choice (Optional): _____

Town of Apex Staff Approval:

Town of Apex Planning Department Staff

Date

TOWN OF APEX UTILITIES OFFER AND AGREEMENT

Application #: 23CZ04

Submittal Date: 1/31/2023

Town of Apex
73 Hunter Street
P.O. Box 250 Apex, NC 27502
919-249-3400

WAKE COUNTY, NORTH CAROLINA CUSTOMER SELECTION AGREEMENT

See attached

(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.

Inspire Commercial _____, 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: Inspire Commercial _____

TOWN OF APEX

BY: *Matthew J. Carpenter*
Authorized Agent

BY: _____
Authorized Agent

DATE: 1/17/2023

DATE: _____

AGENT AUTHORIZATION FORM

Application #: 23CZ04

Submittal Date: 1/31/2023

Sonya Ammons and Steve Ammons is the owner* of the property for which the attached application is being submitted:

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

The property address is: 0723113507, 0723120194, 0723026951, and 0723111191 (0723111191 Inherited, ownership not shown in Wake County Reglstry)

The agents for this project are: Jeff Roach and Matthew Carpenter

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

Agent Names: Jeff Roach and Matthew Carpenter

Address: 301 Fayetteville Street, Suite 1400, Raleigh, NC 27601

Telephone Number: (919) 835-4032

E-Mail Address: matthewcarpenter@parkerpoe.com

Signature(s) of Owner(s)*

Sonya Ammons
 Sonya Ammons Sonya Ammons
 Type or print name

12/13/22
 Date

Steve Ammons
 Steve Ammons
 Type or print name

1/13/23
 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.

AGENT AUTHORIZATION FORM

Application #: 23CZ04

Submittal Date: 1/31/2023

Bridget Cotrufo and Paul Cotrufo is the owner* of the property for which the attached application is being submitted:

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

The property address is: 8635 Castleberry Road; PIN 0723115892

The agents for this project are: Jeff Roach and Matthew Carpenter

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

Agent Names: Jeff Roach and Matthew Carpenter

Address: 301 Fayetteville Street, Suite 1400; Raleigh, NC 27601

Telephone Number: (919) 835-4032

E-Mail Address: matthewcarpenter@parkerpoe.com

Signature(s) of Owner(s)*
Bridget Cotrufo
 Bridget Cotrufo

 Type or print name

Dec. 13, 2022

 Date

Paul Cotrufo
 Paul Cotrufo

 Type or print name

Dec. 13, 2022

 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.

AGENT AUTHORIZATION FORM

Application #: 23CZ04

Submittal Date: 1/31/2023

Thomas Marcom and Nancy Marcom is the owner* of the property for which the attached application is being submitted:

- Land Use Amendment *Land use remain in forestry until closing*
- Rezoning: For Conditional Zoning and Planned Development rezoning applications, this authorization includes express consent to zoning conditions that are agreed to by the Agent which will apply if the application is approved.
- Site Plan
- Subdivision
- Variance
- Other: Annexation Petition *[Signature]*

0723023450

The property address is: 0723113607, 0723024085, ~~0723023450~~, 0723026951 and 0723111181 (0723111191 inherited, ownership not shown in Wake County Registry)

The agents for this project are: Jeff Roach and Matthew Carpenter

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

Agent Names: Jeff Roach and Matthew Carpenter

Address: 301 Fayetteville Street, Suite 1400, Raleigh, NC 27601

Telephone Number: (919) 835-4032

E-Mail Address: matthewcarpenter@parkerpoe.com

Signature(s) of Owner(s)*

Thomas Marcom
Thomas Marcom
Type or print name

12/13/22
Date

Nancy Marcom
Nancy Marcom
Type or print name

12/13/22
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.

AGENT AUTHORIZATION FORM

Application #: 23CZ04

Submittal Date: 1/31/2023

Deborah Strickland and Ronald Strickland is the owner* of the property for which the attached application is being submitted:

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

The property address is: PINs 0723125145, 0723113507, 0723026951 and 0723111181 (0723111191 Inherited, ownership not shown In Wake County Registry)

The agents for this project are: Jeff Roach and Matthew Carpenter

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

Agent Names: Jeff Roach and Matthew Carpenter

Address: 301 Fayetteville Street, Suite 1400, Raleigh, NC 27601

Telephone Number: (919) 835-4032

E-Mail Address: matthewcarpenter@parkerpoe.com

Signature(s) of Owner(s)*

Deborah Strickland
 Deborah Strickland
 Type or print name

12-13-2022
 Date

Ronald M. Strickland
 Ronald Strickland
 Type or print name

12.13.2022
 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 #: 23CZ04

Submittal Date: 1/31/2023

The undersigned, Matthew J. Carpenter (the "Affiant") first being duly sworn, hereby swears or affirms as follows:

1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the authorized agent of all owners, of the property 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. Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).
4. To Affiant's actual knowledge, no claim or action has been brought against owners which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owners in court regarding possession of the Property.

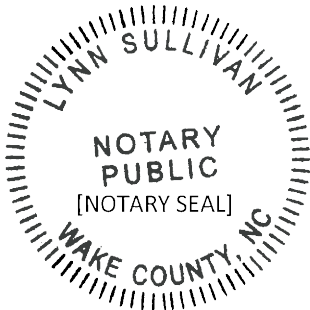
This the 17 day of January, 2023.

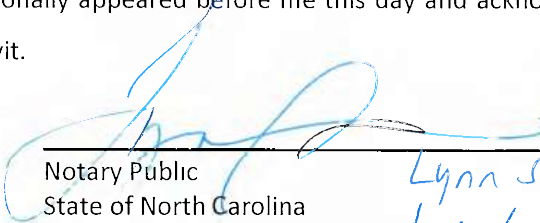

 _____ (seal)
Matthew J. Carpenter

 Type or print name

STATE OF NORTH CAROLINA
COUNTY OF Wake

I, the undersigned, a Notary Public in and for the County of Wake, hereby certify that Matthew J. Carpenter, Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's NC Driver's License, 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: 11/16/2027

Exhibit A to Affidavit of Ownership

Legal Description of the Property

BEING THE OUTER BOUNDARY OF 8 PARCELS, NOW OR FORMERLY OF THOMAS R MARCOM AS DESCRIBED IN DB 3292, PG 222 (PIN 0723023450), THOMAS R MARCOM AND NANCY MARCOM AS DESCRIBED IN DB 16865, PG 2012 (PIN 0723024085), TEMPIE M MARCOM AS DESCRIBED IN DB 3676, PG 382 (PIN 0723111191) AND DB 5048, PG 325 (PIN 0723026951), THOMAS R MARCOM AND NANCY MARCOM AS DESCRIBED IN DB 16865, PG 2012 (PIN 0723024085), SONIA B MARCOM AS DESCRIBED IN DB 2392, PG 220 (PIN 0723120194), DEBORAH M K STRICKLAND AS DESCRIBED IN DB 2284, PG 124 (PIN 0723125145), BRIDGET COTRUFO & PAUL A COTRUFO AS DESCRIBED IN DB 9017, PG 1189 (PIN 0723115892), AND TEMPIE M MARCOM & DEBORAH M STRICKLAND AS DESCRIBED IN DB 18975, PG 1401 (PIN 0723113507) SAID PARCELS BEING LOCATED IN THE TOWN OF APEX, WHITE OAK TOWNSHIP, WAKE COUNTY, NORTH CAROLINA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON PIPE FOUND ON THE NORTHWESTERN CORNER OF THE PROPERTY NOW OR FORMERLY OF THOMAS R MARCOM AS DESCRIBED IN DB 3292, PG 222 (PIN 0723023450) AND THE SOUTHERN RIGHT OF WAY OF CASTLEBERRY ROAD, SAID IRON BEING THE TRUE POINT OF BEGINNING AND HAVING NORTH CAROLINA STATE PLAIN COORDINATES OF N= 732,695.45' AND E= 2,020,274.89'; THENCE, FROM THE POINT OF BEGINNING AND LEAVING SAID RIGHT OF WAY, N06°20'52"W A DISTANCE OF 36.42 FEET TO A MAG NAIL FOUND IN THE CENTERLINE OF CASTLEBERRY ROAD; THENCE, WITH SAID CENTERLINE, N57°49'50"E A DISTANCE OF 135.10 FET TO A MAG NAIL FOUND; THENCE, CONTINUING WITH SAID CENTERLINE, N56°35'23"E A DISTANCE OF 92.98 FEET TO A MAG NAIL FOUND; THENCE, CONTINUING WITH SAID CENTERLINE, N56°35'06"E A DISTANCE OF 235.90 FEET TO A MAG NAIL SET; THENCE, CONTINUING WITH SAID CENTERLINE, N56°01'30"E A DISTANCE OF 88.04 FEET TO A MAG NAIL SET; THENCE, CONTINUING WITH SAID CENTERLINE, N53°38'28"E A DISTANCE OF 93.37 FEET TO A MAG NAIL SET; THENCE, CONTINUING WITH SAID CENTERLINE, N50°18'13"E A DISTANCE OF 93.98 FEET TO A MAG NAIL SET; THENCE, CONTINUING WITH SAID CENTERLINE, N47°13'51"E A DISTANCE OF 88.14 FEET TO A MAG NAIL SET; THENCE, CONTINUING WITH SAID CENTERLINE, N42°57'56"E A DISTANCE OF 133.67 FEET TO A MAG NAIL SET; THENCE, CONTINUING WITH SAID CENTERLINE, N39°28'11"E A DISTANCE OF 158.12 FEET TO A MAG NAIL SET; THENCE, CONTINUING WITH SAID CENTERLINE, N38°24'24"E A DISTANCE OF 132.10 FEET TO A MAG NAIL SET; THENCE, LEAVING SAID CENTERLINE, S07°45'19"E A DISTANCE OF 199.36 FEET TO A BENT IRON PIPE FOUND; THENCE, S65°45'19"E A DISTANCE OF 662.66 FEET TO A 1/2" IRON PIPE FOUND; THENCE, S10°27'53"E A DISTANCE OF 804.30 FEET TO AN AXLE FOUND; THENCE, S70°27'14"E A DISTANCE OF 178.50 FEET TO A 1/2" IRON PIPE FOUND; THENCE, S32°45'20"E A DISTANCE OF 181.93 FEET TO A 1/2" IRON PIPE FOUND; THENCE, S17°53'43"W A DISTANCE OF 387.15 FEET TO A 3/4" IRON PIPE SET; THENCE, S88°59'08"W A DISTANCE OF 236.49 FEET TO A 1/2" IRON PIPE FOUND; THENCE, S89°34'36"W A DISTANCE OF 57.19 FEET TO A 1/2" IRON PIPE FOUND; THENCE, S89°28'25"W A DISTANCE OF 409.63 FEET TO AN AXLE FOUND; THENCE, S00°45'40"E A DISTANCE OF 396.14 FEET TO A 3/4" IRON PIPE SET; THENCE, S00°45'40"E A DISTANCE OF 503.45 FEET TO A 1/2" IRON PIPE FOUND; THENCE, S80°51'33"W A DISTANCE OF 380.41 FEET TO A CONCRETE MONUMENT FOUND; THENCE, S61°40'30"W A DISTANCE OF 470.42 FEET TO A CONCRETE MONUMENT FOUND; THENCE, N77°05'52"W A DISTANCE OF 415.10 FEET TO A 1/2" IRON PIPE FOUND; THENCE, N00°33'05"E A DISTANCE OF 457.27 FEET TO A 1/2" IRON PIPE FOUND; THENCE, N00°33'05"E A DISTANCE OF 92.75 FEET TO A 3/4" IRON PIPE SET; THENCE,

N87°03'17"W A DISTANCE OF 124.95 FEET TO A COMPUTED POINT AT A 40" POPLAR; THENCE, N02°34'18"E A DISTANCE OF 394.62 FEET TO A 1/2" IRON PIPE FOUND; THENCE, N02°34'18"E A DISTANCE OF 394.37 FEET TO A 1/2" IRON PIPE FOUND; THENCE, N02°25'20"E A DISTANCE OF 71.14 FEET TO A 1/2" IRON PIPE FOUND; THENCE, N02°25'20"E A DISTANCE OF 186.74 FEET TO A 1/2" IRON PIPE FOUND; THENCE, N02°36'05"E A DISTANCE OF 325.84 FEET TO A 3/4" IRON PIPE SET; THENCE, N83°37'40"E A DISTANCE OF 94.32 FEET TO A 1/2" IRON PIPE FOUND; THENCE, N06°20'52"W A DISTANCE OF 166.26 FEET TO THE POINT OF BEGINNING.

SAID OUTER BOUNDARY CONTAINING 3,916,211 SQUARE FEET OR 89.90 ACRES, MORE OR LESS.

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	Inspire Commercial, LLC
Company Phone Number	c/o Matthew Carpenter; 919-835-4032
Developer Representative Name	Matthew Carpenter
Developer Representative Phone Number	919-835-4032
Developer Representative Email	matthewcarpenter@parkerpoe.com

New Residential Subdivision Information	
Date of Application for Subdivision	TBD
City, Town or Wake County Jurisdiction	Town
Name of Subdivision	Castleberry Reserve
Address of Subdivision (if unknown enter nearest cross streets)	8639 Castleberry Road
REID(s)	See attached
PIN(s)	See attached

Projected Dates Information	
Subdivision Completion Date	2025/2026
Subdivision Projected First Occupancy Date	2026

Unit Type	Total # of Units	Anticipated Completion Units & Dates							
		1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	Price Range			
		Min	Max	Low	High	Year	# Units	Year	# Units
Single Family	180	2000	5000	TBD	TBD	2026			
Townhomes									
Condos									
Apartments									
Other									

NOTICE OF ELECTRONIC NEIGHBORHOOD MEETING

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

November 22, 2022

Date

Dear Neighbor:

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

See attached Exhibit A	See attached Exhibit A
Address(es)	PIN(s)

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

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

Application Type	Approving Authority
<input checked="" type="checkbox"/> Rezoning (including Planned Unit Development)	Town Council
<input type="checkbox"/> Major Site Plan	Town Council (QJPH*)
<input type="checkbox"/> Special Use Permit	Town Council (QJPH*)
<input checked="" 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)):

The applicant is proposing to rezone the property to Planned Unit Development-Conditional Zoning (PUD-CZ) or Low Density Residential Conditional Zoning (LD-CZ) to facilitate the development of a low density residential subdivision.

Estimated submittal date: January 2, 2023

MEETING INFORMATION:	
Property Owner(s) name(s):	<u>See attached Exhibit A</u>
Applicant(s):	<u>Inspire Commercial, LLC c/o Matthew Carpenter</u>
Contact information (email/phone):	<u>matthewcarpenter@parkerpoe.com; (919) 835-4032</u>
Electronic Meeting invitation/call in info:	<u>See attached notice letter</u>
Date of meeting**:	<u>December 7, 2022</u>
Time of meeting**:	<u>6:00 PM - 8:00 PM</u>

MEETING AGENDA TIMES:
 Welcome: 6:00 PM Project Presentation: between 6:00 - 8:00 PM Question & Answer: between 6:00 - 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 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>.

To: Neighboring Property Owners
From: Matthew J. Carpenter
Date: November 22, 2022

Re: Notice of Virtual Neighborhood Meeting

You are invited to attend a neighborhood meeting on December 7, 2022 beginning at 6:00 PM. The purpose of the meeting is to discuss an upcoming application to rezone 7 parcels of land located at 8633 Castleberry Road (PIN 0732125145), 8635 Castleberry Road (PIN 0723115892), 8637 Castleberry Road (PIN 0723113507), 8639 Castleberry Road (PIN 0723111191), 8649 Castleberry Road (PIN 0723120194), 8709 Castleberry Road (PIN 0723024085), and 8717 Castleberry Road (PIN 0723023450) (collectively, the "Property"). The Property is currently zoned Residential-80 Watershed (R-80W)(Wake County), and is proposed to be rezoned to Planned Unit Development-Conditional Zoning (PUD-CZ) or Low Density Residential Conditional Zoning (LD-CZ). A corresponding annexation petition will be filed with the rezoning application.

The applicant is proposing the rezoning to facilitate the development of a single-family detached subdivision. During the meeting, the applicant will describe the nature of this rezoning request and field any questions from the public. Enclosed are: (1) a vicinity map outlining the location of the subject parcel; (2) a zoning map of the subject area; (3) a preliminary concept plan; (4) a project contact information sheet; and (5) a common construction issues & who to call information sheet.

The meeting will be held virtually. You can participate online via Zoom or by telephone. To participate in the Zoom online meeting:

Visit:	https://zoom.us/join
Enter the following meeting ID:	882 4218 9273
Enter the following password:	195811

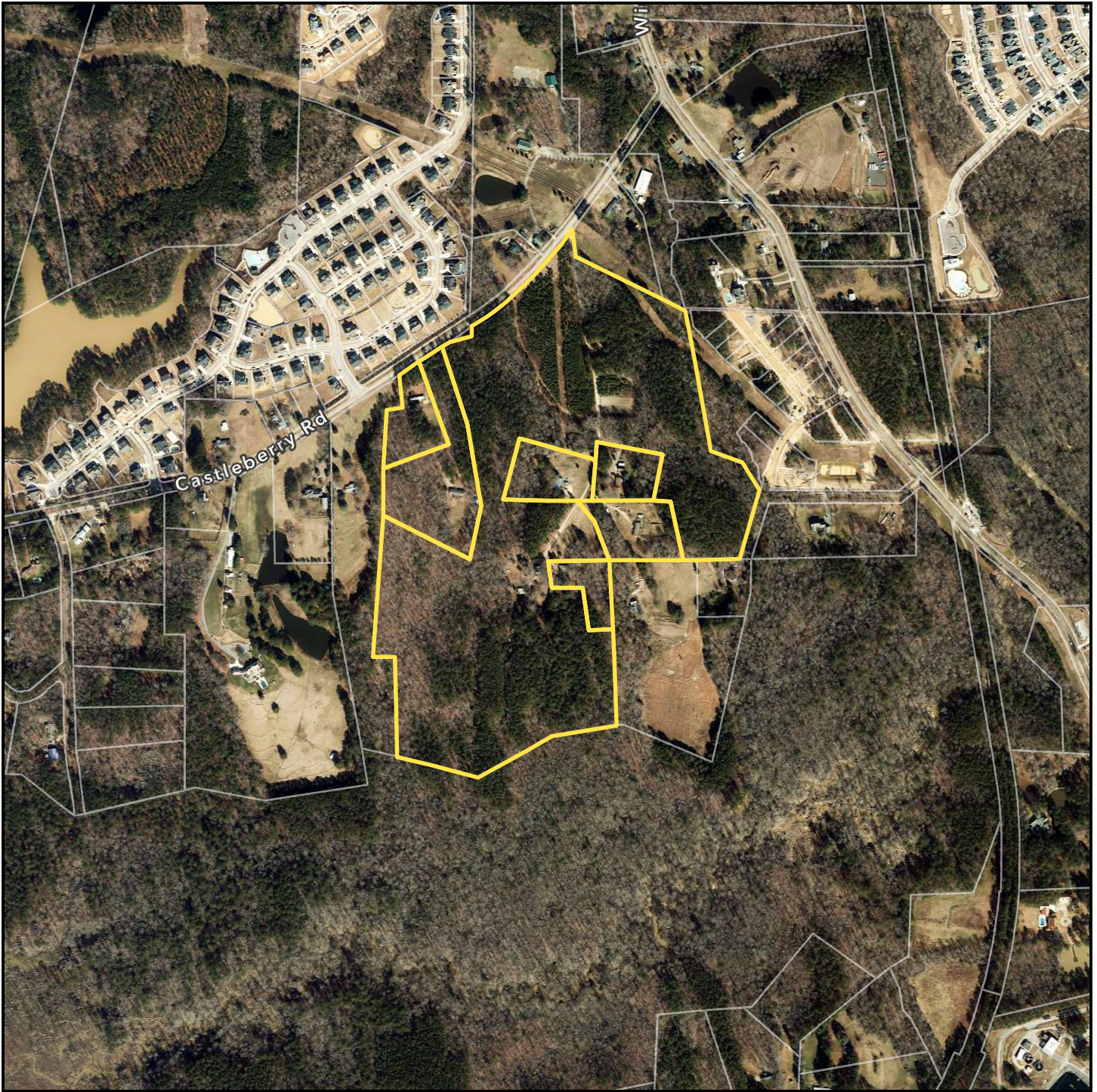
To participate by telephone:

Dial:	1 929 205 6099
Enter the following meeting ID:	882 4218 9273 #
Enter the Participant ID:	#
Enter the Meeting password:	195811 #

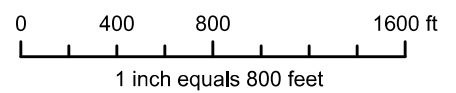
If you have any questions about this rezoning, please contact me at (919) 835-4032 or via email at matthewcarpenter@parkerpoe.com.

Thank you,

Matthew Carpenter

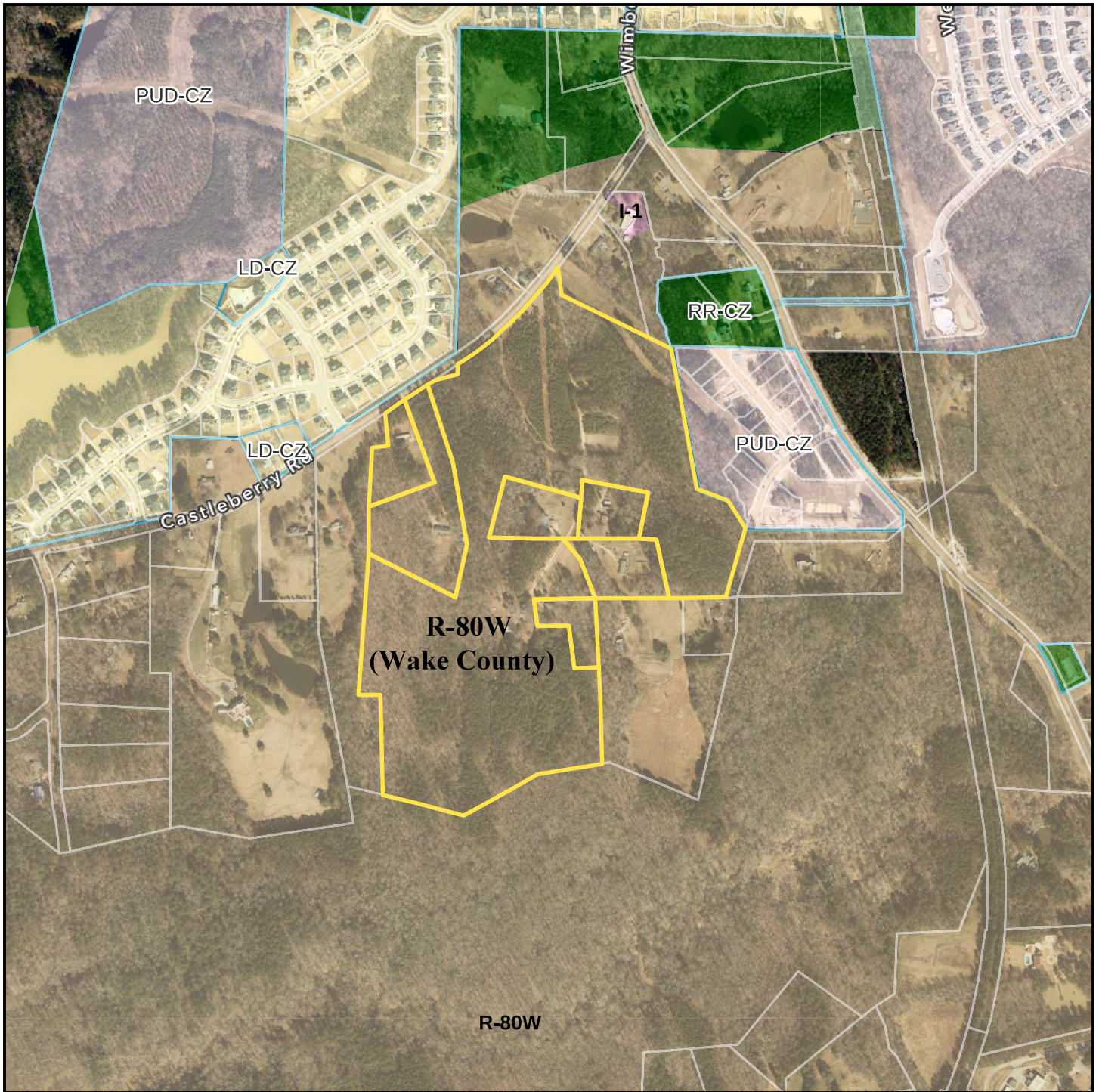


**8633; 8635; 8637; 8639; 8649;
8709; & 8717 Castleberry Road**



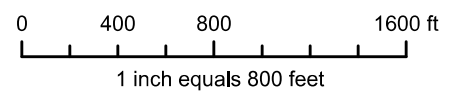
Vicinity Map

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.*



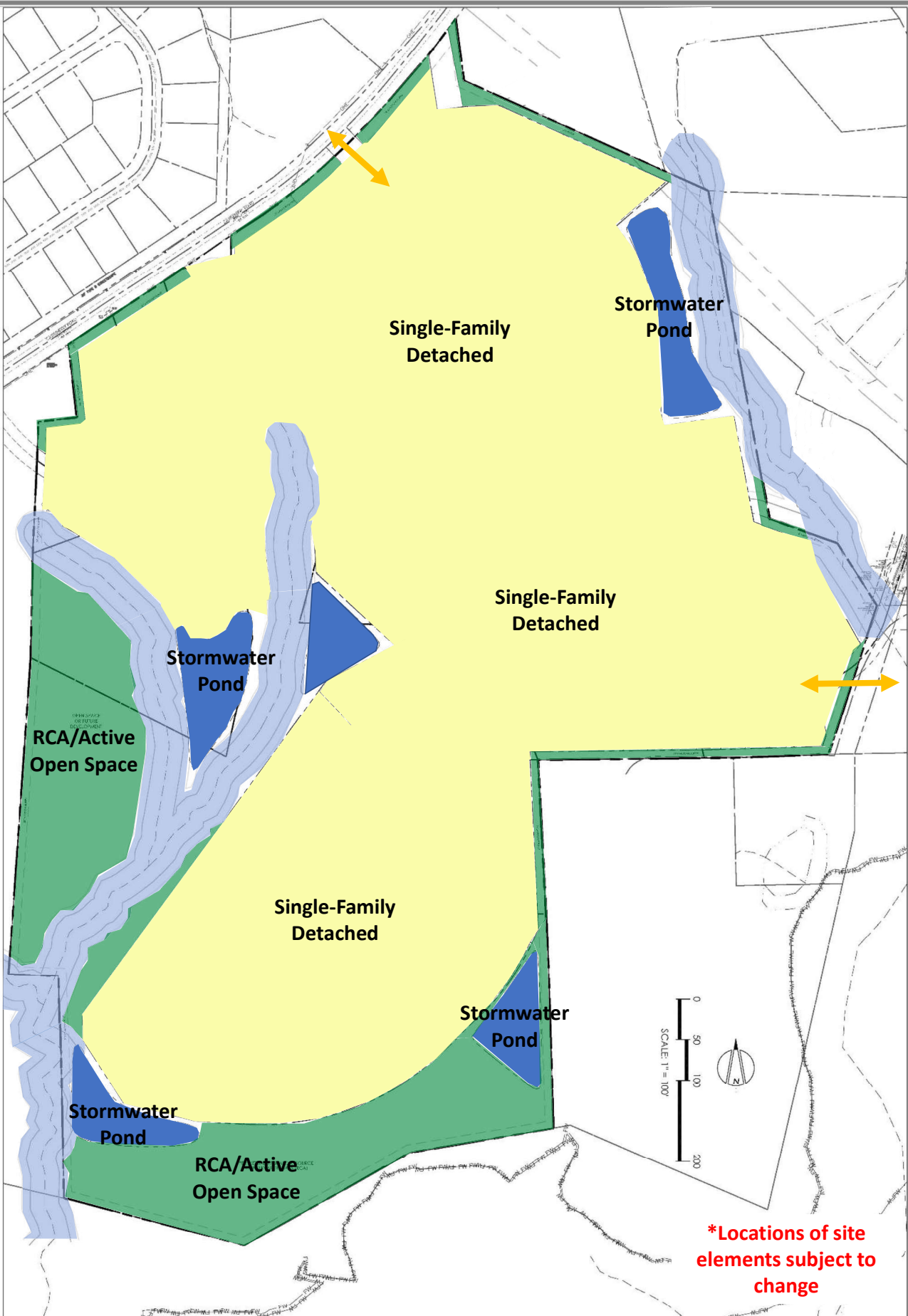
**8633; 8635; 8637; 8639; 8649;
8709; & 8717 Castleberry Road**

Zoning Map



Current Zoning: R-80W (Wake Co.)

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.



SP-1
 SHEET # 220002
 DATE: SEPTEMBER 2002
 DESIGNED BY: [Name]
 CHECKED BY: [Name]
 SCALE: As Shown
 PROJECT: [Name]

TITLE: RESIDENTIAL
 SHEET 01/21/02

PRELIMINARY CROSS
 - Page 282 -

project: CASTLEBERRY ASSEMBLY
 CASTLEBERRY ROAD
 E OAK TOWNSHIP
 NORTH CAROLINA 27523

NO LICENSE REQUIRED
 Preliminary
 Concept Plan

Exhibit A
Castleberry Assemblage
Owner Information Addendum

Parcel 1

Site Address: 8633 Castleberry Road
PIN: 0723125145
Deed Reference (book/page): 2284/124
Acreage: 2.38
Owner: Deborah Marcom Kay Strickland
Owner Address: 8633 Castleberry Road, Apex, NC 27523-9695

Parcel 2

Site Address: 8635 Castleberry Road
PIN: 0723115892
Deed Reference (book/page): 9017/1189
Acreage: 3.37
Owner: Bridget Cotrufo and Paul Anthony Cotrufo
Owner Address: 8635 Castleberry Road, Apex, NC 27523-9695

Parcel 3

Site Address: 8637 Castleberry Road
PIN: 0723113507
Deed Reference (book/page): 18975/1401
Acreage: 2.18
Owner: Tempie M. Marcom and Deborah M. Strickland
Owner Address: 8637 Castleberry Road, Apex, NC 27523-9695

Parcel 4

Site Address: 8639 Castleberry Road
PIN: 0723111191
Deed Reference (book/page): 19-E/0000
Acreage: 70.54
Owner: Tempie M. Marcom
Owner Address: 8637 Castleberry Road, Apex, NC 27523-9695

Parcel 5

Site Address: 8649 Castleberry Road
PIN: 0723120194
Deed Reference (book/page): 3292/220
Acreage: 3.0
Owner: Sonya Beth Marcom
Owner Address: 8649 Castleberry Road, Apex, NC 27523-9695

Parcel 6

Site Address: 8709 Castleberry Road

PIN: 0723024085

Deed Reference (book/page): 16865/2012

Acreage: 7.20

Owner: Thomas Russell Marcom and Nancy Marcom

Owner Address: 2309 7 Lakes S., West End, NC 27376-9601

Parcel 7

Site Address: 8717 Castleberry Road

PIN: 0723023450

Deed Reference (book/page): 3292/222

Acreage: 2.92

Owner: Thomas Russell Marcom

Owner Address: 2309 7 Lakes S., West End, NC 27376-9601

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: Castleberry Zoning: R-80W (Wake County)
 Location: See attached Exhibit A
 Property PIN(s): See attached Exhibit A Acreage/Square Feet: 91.59 acres

Property Owner: See attached Exhibit A
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone: _____ Email: _____

Developer: Inspire Commercial, LLC c/o Matthew Carpenter
 Address: 301 Fayetteville Street, Suite 1400
 City: Raleigh State: NC Zip: 27601
 Phone: (919) 835-4032 Fax: N/A Email: matthewcarpenter@parkerpoe.com

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

Builder (if known): Inspire Commercial, LLC c/o Matthew Carpenter
 Address: 301 Fayetteville Street, Suite 1400
 City: Raleigh State: NC Zip: 27601
 Phone: (919) 835-4032 Fax: N/A Email: matthewcarpenter@parkerpoe.com

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

Town of Apex Department Contacts

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

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 Mike Deaton at 919-249-3413.

Electric Utility Installation: Rodney Smith 919-249-3342

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

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): See attached

Applicant(s): Matthew Carpenter

Contact information (email/phone): matthewcarpenter@parkerpoe.com

Meeting Address: Virtual via zoom

Date of meeting: December 7, 2022

Time of meeting: 6:00

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

Question/Concern #1:

What is the total acreage and number of homes proposed?

Applicant's Response:

The total acreage is around 91 acres but may change slightly based on the final survey. We don't have an exact total unit count at this stage but are proposing a maximum overall density of 2 units/acre.

Question/Concern #2:

What type of buffer will there be along Castleberry Road? Concerns about existing trees along the frontage.

Applicant's Response:

We will have a planted buffer along the Castleberry street frontage, likely 30 feet wide. We can look into maintaining existing trees in the buffer where possible but the site will have to be mass graded and there will be a gap in the buffer to accommodate the neighborhood entrance.

Question/Concern #3:

We want to make sure homes are compatible with existing homes in the area. What type of architectural conditions are you offering?

Applicant's Response:

Although our architectural conditions have not been finalized, we expect to offer several of the commitments you see in other cases in Apex like a restriction on vinyl siding, requirement for multiple materials, roof pitch requirements, etc.

Question/Concern #4:

Where will the neighborhood be accessed from?

Applicant's Response:

We anticipate there will be access points on Castleberry Road and Wimberly. The access to Wimberly Road will connect to the existing road stub at Castleberry Estates.

AFFIDAVIT OF CONDUCTING A NEIGHBORHOOD MEETING, SIGN-IN SHEET AND ISSUES/RESPONSES SUBMITTAL

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

I, Matthew J. Carpenter, do hereby declare as follows:
 Print Name

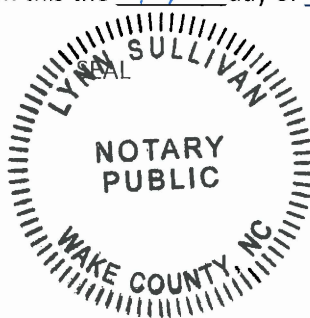
1. I have conducted a Neighborhood Meeting for the proposed Rezoning, Major Site Plan, Minor Site Plan, Residential Master Subdivision Plan, or Special Use Permit in accordance with UDO Sec. 2.2.7.B *Neighborhood Meeting*.
2. The meeting invitations were mailed to the Apex Planning Department, all property owners and tenants abutting and within 300 feet of the subject property and any neighborhood association that represents citizens in the notification area via first class mail a minimum of 14 days in advance of the Neighborhood Meeting.
3. The meeting was conducted at via zoom (location/address) on December 7 (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.

1/17/2023
 Date

By: [Signature]

STATE OF NORTH CAROLINA
 COUNTY OF WAKE

Sworn and subscribed before me, Lynn Sullivan, a Notary Public for the above State and County, on this the 17 day of January, 2023.



[Signature]
 Notary Public
Lynn Sullivan
 Print Name

My Commission Expires: 11/16/2027

**Castleberry Trails PUD
Neighborhood Meeting Attendance Roster
December 7, 2022**

1. Joe Smith
2. Bridget Cotrufo
3. Ellen Conway
4. Rudy Renfer
5. Tim Johnson
6. Matthew Lambe
7. Ed Paiewonsky
8. Nicole Penke
9. Jing Qiu
10. Morgan Lambe
11. Dinesh Ramakrishnan
12. Laura Wahl
13. Robert
14. SK
15. Ryan Akers
16. Preetam Dabade
17. Howard Crist
18. Pat Crist
19. Joni Klem
20. Chelsea Lawrence
21. Mike Guerin
22. Scott Conway
23. Ramesh K
24. Chandra DinavahiSuvudha Kovuri
25. Nancy Marcom

*Contact information was received but has been redacted for filing

Exhibit A
Castleberry Road Rezoning
Owner Information Addendum

Parcel 1

Site Address: 8633 Castleberry Road
PIN: 0723125145
Deed Reference (book/page): 2284/124
Acreage: 2.38
Owner: Deborah Strickland and Ronnie Strickland
Owner Address: 8633 Castleberry Road, Apex, NC 27523-9695

Parcel 2

Site Address: 8635 Castleberry Road
PIN: 0723115892
Deed Reference (book/page): 9017/1189
Acreage: 3.37
Owner: Bridget Cotrufo and Paul Anthony Cotrufo
Owner Address: 8635 Castleberry Road, Apex, NC 27523-9695

Parcel 3

Site Address: 8637 Castleberry Road
PIN: 0723113507
Deed Reference (book/page): 18975/1401
Acreage: 1.94
Owner: Sonya Ammons, Deborah Strickland, Thomas Marcom
Owner Address: 8637 Castleberry Road, Apex, NC 27523-9695

Parcel 4

Site Address: 8639 Castleberry Road
PIN: 0723111191
Deed Reference (book/page): 19-E/0000
Acreage: 68.82
Owner: Sonya Ammons, Deborah Strickland, Thomas Marcom
Owner Address: 8637 Castleberry Road, Apex, NC 27523-9695

Parcel 5

Site Address: 8649 Castleberry Road
PIN: 0723120194
Deed Reference (book/page): 3292/220
Acreage: 3.0
Owner: Sonya Ammons and Steve Ammons
Owner Address: 8649 Castleberry Road, Apex, NC 27523-9695

Parcel 6

Site Address: 8709 Castleberry Road

PIN: 0723024085

Deed Reference (book/page): 16865/2012

Acreage: 7.29

Owner: Thomas Russell Marcom and Nancy Marcom

Owner Address: 2309 7 Lakes S., West End, NC 27376-9601

Parcel 7

Site Address: 8717 Castleberry Road

PIN: 0723023450

Deed Reference (book/page): 3292/222

Acreage: 2.92

Owner: Thomas Russell Marcom and Nancy Marcom

Owner Address: 2309 7 Lakes S., West End, NC 27376-9601

Parcel 8

Site Address: 8705 Castleberry Road

PIN: 0723026951

Deed Reference (book/page): 005048/325

Acreage: 0.19

Owner: Sonya Ammons, Deborah Strickland, Thomas Marcom

Owner Address: 2309 7 Lakes S., West End, NC 27376-9601

EXHIBIT B

Legal Description of the Property

BEING THE OUTER BOUNDARY OF 8 PARCELS, NOW OR FORMERLY OF THOMAS R MARCOM AS DESCRIBED IN DB 3292, PG 222 (PIN 0723023450), THOMAS R MARCOM AND NANCY MARCOM AS DESCRIBED IN DB 16865, PG 2012 (PIN 0723024085), TEMPIE M MARCOM AS DESCRIBED IN DB 3676, PG 382 (PIN 0723111191) AND DB 5048, PG 325 (PIN 0723026951), THOMAS R MARCOM AND NANCY MARCOM AS DESCRIBED IN DB 16865, PG 2012 (PIN 0723024085), SONIA B MARCOM AS DESCRIBED IN DB 2392, PG 220 (PIN 0723120194), DEBORAH M K STRICKLAND AS DESCRIBED IN DB 2284, PG 124 (PIN 0723125145), BRIDGET COTRUFO & PAUL A COTRUFO AS DESCRIBED IN DB 9017, PG 1189 (PIN 0723115892), AND TEMPIE M MARCOM & DEBORAH M STRICKLAND AS DESCRIBED IN DB 18975, PG 1401 (PIN 0723113507) SAID PARCELS BEING LOCATED IN THE TOWN OF APEX, WHITE OAK TOWNSHIP, WAKE COUNTY, NORTH CAROLINA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON PIPE FOUND ON THE NORTHWESTERN CORNER OF THE PROPERTY NOW OR FORMERLY OF THOMAS R MARCOM AS DESCRIBED IN DB 3292, PG 222 (PIN 0723023450) AND THE SOUTHERN RIGHT OF WAY OF CASTLEBERRY ROAD, SAID IRON BEING THE TRUE POINT OF BEGINNING AND HAVING NORTH CAROLINA STATE PLAIN COORDINATES OF N= 732,695.45' AND E= 2,020,274.89'; THENCE, FROM THE POINT OF BEGINNING AND LEAVING SAID RIGHT OF WAY, N06°20'52"W A DISTANCE OF 36.42 FEET TO A MAG NAIL FOUND IN THE CENTERLINE OF CASTLEBERRY ROAD; THENCE, WITH SAID CENTERLINE, N57°49'50"E A DISTANCE OF 135.10 FET TO A MAG NAIL FOUND; THENCE, CONTINUING WITH SAID CENTERLINE, N56°35'23"E A DISTANCE OF 92.98 FEET TO A MAG NAIL FOUND; THENCE, CONTINUING WITH SAID CENTERLINE, N56°35'06"E A DISTANCE OF 235.90 FEET TO A MAG NAIL SET; THENCE, CONTINUING WITH SAID CENTERLINE, N56°01'30"E A DISTANCE OF 88.04 FEET TO A MAG NAIL SET; THENCE, CONTINUING WITH SAID CENTERLINE, N53°38'28"E A DISTANCE OF 93.37 FEET TO A MAG NAIL SET; THENCE, CONTINUING WITH SAID CENTERLINE, N50°18'13"E A DISTANCE OF 93.98 FEET TO A MAG NAIL SET; THENCE, CONTINUING WITH SAID CENTERLINE, N47°13'51"E A DISTANCE OF 88.14 FEET TO A MAG NAIL SET; THENCE, CONTINUING WITH SAID CENTERLINE, N42°57'56"E A DISTANCE OF 133.67 FEET TO A MAG NAIL SET; THENCE, CONTINUING WITH SAID CENTERLINE, N39°28'11"E A DISTANCE OF 158.12 FEET TO A MAG NAIL SET; THENCE, CONTINUING WITH SAID CENTERLINE, N38°24'24"E A DISTANCE OF 132.10 FEET TO A MAG NAIL SET; THENCE, LEAVING SAID CENTERLINE, S07°45'19"E A DISTANCE OF 199.36 FEET TO A BENT IRON PIPE FOUND; THENCE, S65°45'19"E A DISTANCE OF 662.66 FEET TO A 1/2" IRON PIPE FOUND; THENCE, S10°27'53"E A DISTANCE OF 804.30 FEET TO AN AXLE FOUND; THENCE, S70°27'14"E A DISTANCE OF 178.50 FEET TO A 1/2" IRON PIPE FOUND; THENCE, S32°45'20"E A DISTANCE OF 181.93 FEET TO A 1/2" IRON PIPE FOUND; THENCE, S17°53'43"W A DISTANCE OF 387.15 FEET TO A 3/4" IRON PIPE SET; THENCE, S88°59'08"W A DISTANCE OF 236.49 FEET TO A 1/2" IRON PIPE FOUND; THENCE, S89°34'36"W A DISTANCE OF 57.19 FEET TO A 1/2" IRON PIPE FOUND; THENCE, S89°28'25"W A DISTANCE OF 409.63 FEET TO AN AXLE FOUND; THENCE, S00°45'40"E A DISTANCE OF 396.14 FEET TO A 3/4" IRON PIPE SET; THENCE, S00°45'40"E A DISTANCE OF 503.45 FEET TO A 1/2" IRON PIPE FOUND; THENCE, S80°51'33"W A DISTANCE OF 380.41 FEET TO A CONCRETE MONUMENT FOUND; THENCE, S61°40'30"W A DISTANCE OF 470.42 FEET TO A CONCRETE MONUMENT FOUND; THENCE, N77°05'52"W A DISTANCE OF 415.10 FEET TO A 1/2" IRON PIPE FOUND; THENCE, N00°33'05"E A DISTANCE OF 457.27 FEET TO A 1/2" IRON PIPE FOUND; THENCE, N00°33'05"E A DISTANCE OF 92.75 FEET TO A 3/4" IRON PIPE SET; THENCE,

N87°03'17"W A DISTANCE OF 124.95 FEET TO A COMPUTED POINT AT A 40" POPLAR; THENCE, N02°34'18"E A DISTANCE OF 394.62 FEET TO A 1/2" IRON PIPE FOUND; THENCE, N02°34'18"E A DISTANCE OF 394.37 FEET TO A 1/2" IRON PIPE FOUND; THENCE, N02°25'20"E A DISTANCE OF 71.14 FEET TO A 1/2" IRON PIPE FOUND; THENCE, N02°25'20"E A DISTANCE OF 186.74 FEET TO A 1/2" IRON PIPE FOUND; THENCE, N02°36'05"E A DISTANCE OF 325.84 FEET TO A 3/4" IRON PIPE SET; THENCE, N83°37'40"E A DISTANCE OF 94.32 FEET TO A 1/2" IRON PIPE FOUND; THENCE, N06°20'52"W A DISTANCE OF 166.26 FEET TO THE POINT OF BEGINNING.

SAID OUTER BOUNDARY CONTAINING 3,916,211 SQUARE FEET OR 89.90 ACRES, MORE OR LESS.

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): See attached

Applicant(s): Inspire Commercial, LLC c/o Matthew Carpenter

Contact information (email/phone): matthewcarpenter@parkerpoe.com; 919-835-4032

Meeting Address: Virtual via Zoom

Date of meeting: April 19 Time of meeting: 6:00

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

Question/Concern #1:

What do the green areas on the Concept Plan represent?

Applicant's Response:

Green areas are conceptual locations for Resource Conservation Areas and open space. Although these areas may shift slightly at the subdivision phase, they will generally be located as shown on the Concept Plan. RCAs are preserved areas that will remain undisturbed.

Question/Concern #2:

Is it possible to shift the access road on Castleberry Road west to prevent vehicle lights from shining into my home?

Applicant's Response:

Yes. The arrows shown are preliminary and will be finalized at the subdivision stage. We will shift the arrows west on the Concept Plan.

Question/Concern #3:

How far along in the review process is the application?

Applicant's Response:

We filed the application in February and are currently in the staff review phase. Once staff review has been finalized, the case will go before the Planning Board for a public hearing. Planning Board will vote whether to recommend approval of the case to Town Council. After that, the case will be scheduled for Town Council. Town Council will then hold another public hearing and vote whether to approve the rezoning.

Question/Concern #4:

Will there be sidewalks on Castleberry Road?

Applicant's Response:

Yes, there will be sidewalks along the property's Castleberry Road frontage and throughout the subdivision. We are also working to extend the existing sidewalk stub on Wimberly Road to connect to the American Tobacco Trail.

Castleberry Reserve PUD
Neighborhood Meeting Attendance Roster
April 19, 2023

1. Jim Wahl
2. Pat Crist
3. Chandra Dinavahi
4. Rudy Renfer
5. Annabel White
6. Paul Cotrufo

*Contact information was received but has been redacted for filing

AFFIDAVIT OF CONDUCTING A NEIGHBORHOOD MEETING, SIGN-IN SHEET AND ISSUES/RESPONSES SUBMITTAL

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

I, Matthew J. Carpenter, do hereby declare as follows:
Print Name

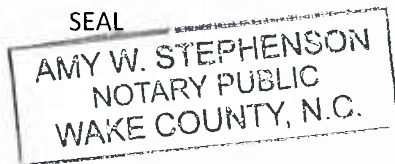
1. I have conducted a Neighborhood Meeting for the proposed Rezoning, Major Site Plan, Minor Site Plan, Residential Master Subdivision Plan, or Special Use Permit in accordance with UDO Sec. 2.2.7.B *Neighborhood Meeting*.
2. The meeting invitations were mailed to the Apex Planning Department, all property owners and tenants abutting and within 300 feet of the subject property and any neighborhood association that represents citizens in the notification area via first class mail a minimum of 14 days in advance of the Neighborhood Meeting.
3. The meeting was conducted at Virtual via Zoom (location/address) on April 19 (date) from 6:00 PM (start time) to 7:00 PM (end time).
4. I have included the mailing list, meeting invitation, sign-in sheet, issue/response summary, and zoning map/reduced plans with the application.
5. I have prepared these materials in good faith and to the best of my ability.

4/20/23
Date

By: [Signature]

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Matthew J. Carpenter, a Notary Public for the above State and County, on this the 20th day of April, 2023.



[Signature]
Notary Public
Amy W. Stephenson
Print Name

My Commission Expires: 10-2-2023

NOTICE OF ELECTRONIC NEIGHBORHOOD MEETING

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

April 4, 2023

Date

Dear Neighbor:

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

See attached Exhibit A See attached Exhibit A

 Address(es) PIN(s)

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

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

Application Type		Approving Authority
<input checked="" type="checkbox"/>	Rezoning (including Planned Unit Development)	Town Council
<input type="checkbox"/>	Major Site Plan	Town Council (QJPH*)
<input type="checkbox"/>	Special Use Permit	Town Council (QJPH*)
<input checked="" 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)):

The applicant is proposing to rezone the property to Planned Unit Development-Conditional Zoning (PUD-CZ) to facilitate the development of a low density residential subdivision.

Estimated submittal date: _____

MEETING INFORMATION:	
Property Owner(s) name(s):	See attached Exhibit A
Applicant(s):	Inspire Commercial, LLC c/o Matthew Carpenter
Contact information (email/phone):	matthewcarpenter@parkerpoe.com; (919) 835-4032
Electronic Meeting invitation/call in info:	See attached notice letter
Date of meeting**:	April 19, 2023
Time of meeting**:	6:00 PM - 8:00 PM

MEETING AGENDA TIMES:
 Welcome: 6:00 PM Project Presentation: between 6:00 - 8:00 PM Question & Answer: between 6:00 - 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 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>.

To: Neighboring Property Owners
From: Matthew J. Carpenter
Date: April 4, 2023

Re: Notice of Second Virtual Neighborhood Meeting

You are invited to attend a second neighborhood meeting on April 19, 2023 at 6:00 PM to discuss rezoning case # 23-CZ-04, the requested rezoning of 8 parcels of land located at 8633 Castleberry Road (PIN 0732125145), 8635 Castleberry Road (PIN 0723115892), 8637 Castleberry Road (PIN 0723113507), 8639 Castleberry Road (PIN 0723111191), 8649 Castleberry Road (PIN 0723120194), 8709 Castleberry Road (PIN 0723024085), 8717 Castleberry Road (PIN 0723023450), and 8705 Castleberry Road (PIN 0723026951) (collectively, the "Property"). The primary change since the first neighborhood meeting held December 7, 2022, is that a small 0.26 acre parcel (PIN 0723026951) has been added to the rezoning case.

The Property is currently zoned Residential-80 Watershed (R-80W)(Wake County), and is proposed to be rezoned to Planned Unit Development-Conditional Zoning (PUD-CZ). A corresponding annexation petition has been filed with the rezoning application.

The purpose of the proposed rezoning is to facilitate the development of a single-family residential subdivision. During the meeting, the applicant will describe the nature of the rezoning request and field any questions from the public. Enclosed are: (1) a vicinity map outlining the location of the Property; (2) a zoning map of the Property; (3) a concept plan; (4) a project contact information sheet; and (5) a common construction issues & who to call information sheet.

The meeting will be held virtually. You can participate online via Zoom or by telephone. To participate in the Zoom online meeting:

Visit: <https://zoom.us/join>
Enter the following meeting ID: 829 3846 8314
Enter the following password: 034858

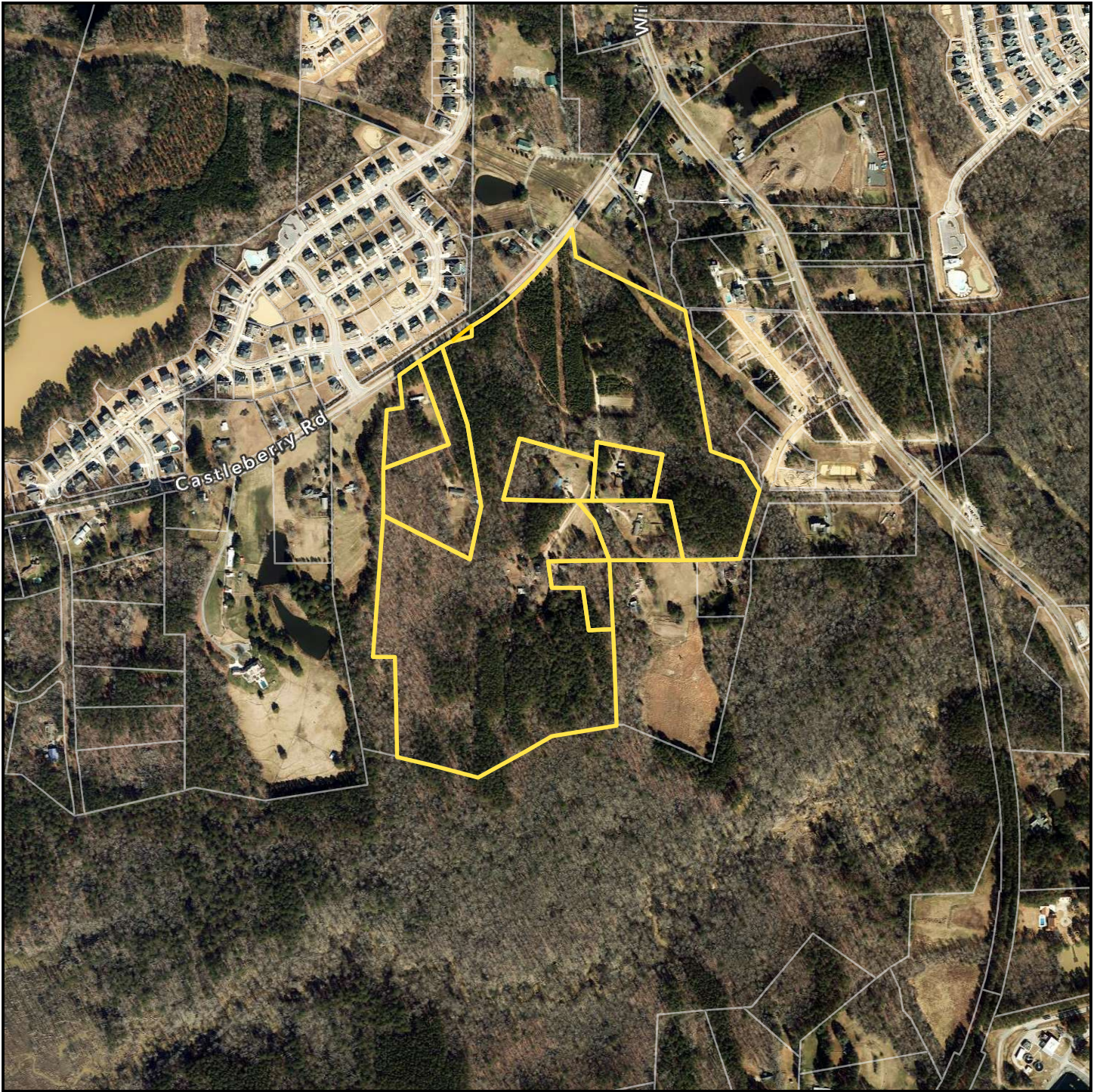
To participate by telephone:

Dial: 1 929 205 6099
Enter the following meeting ID: 829 3846 8314 #
Enter the Participant ID: #
Enter the Meeting password: 034858 #

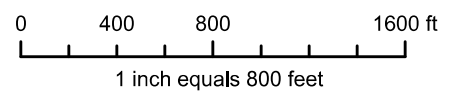
If you have any questions about this rezoning, please contact me at (919) 835-4032 or via email at matthewcarpenter@parkerpoe.com.

Sincerely,


Matthew J. Carpenter

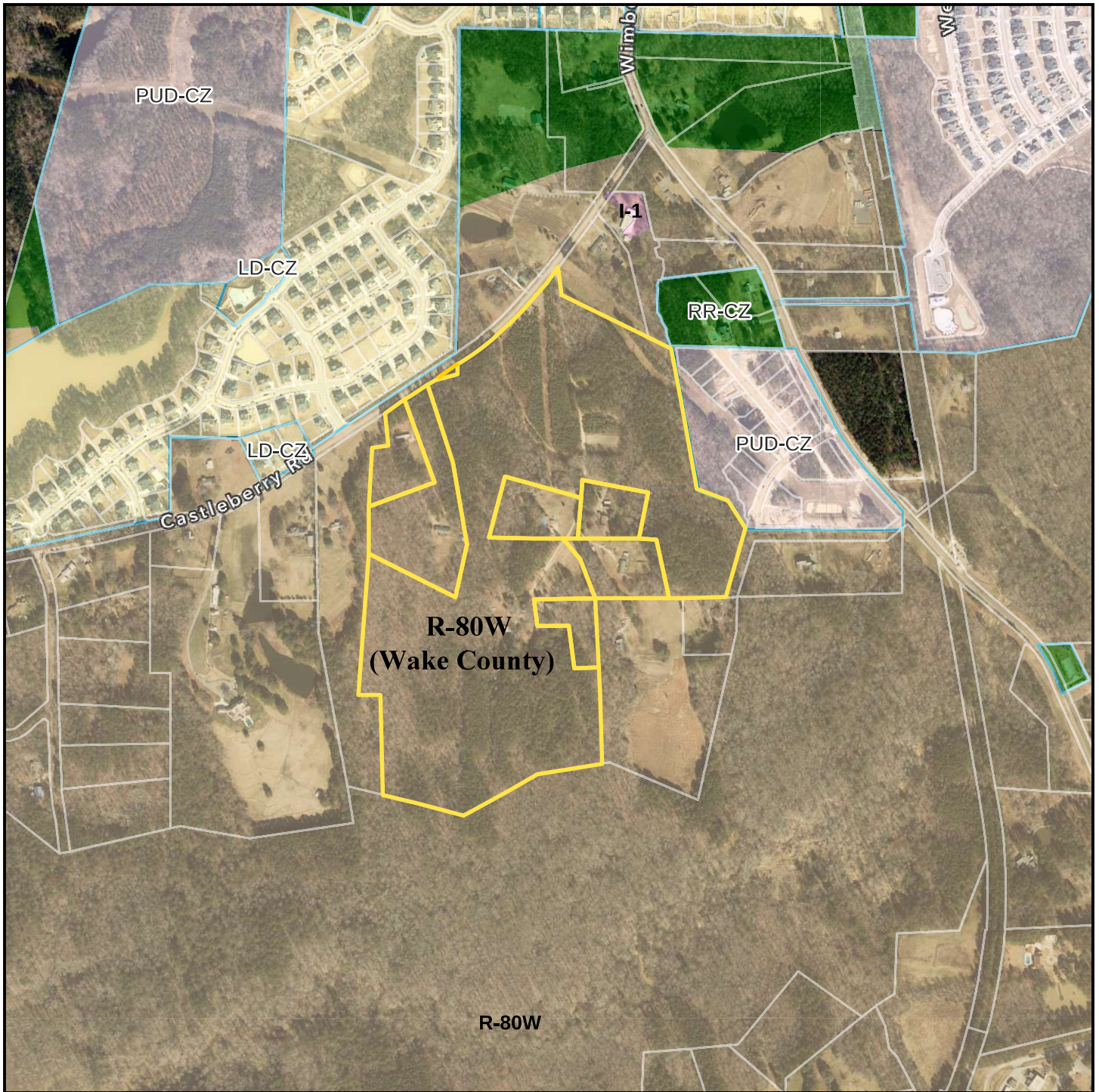


**8633; 8635; 8637; 8639; 8649; 8705;
8709; & 8717 Castleberry Road**



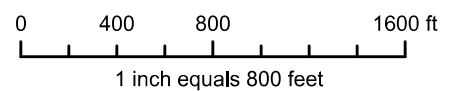
Vicinity Map

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.*



**8633; 8635; 8637; 8639; 8649; 8705;
8709; & 8717 Castleberry Road**

Zoning Map



Current Zoning: R-80W (Wake Co.)

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.



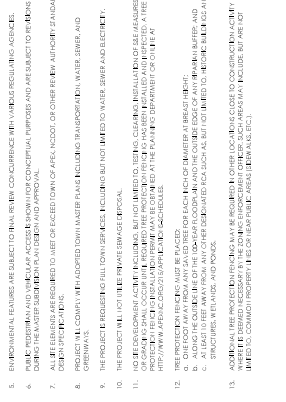
NO.	DATE	DESCRIPTION
1	1/11/2023	ISSUED FOR PERMIT
2	1/11/2023	ISSUED FOR PERMIT

Title: **CONCEPTUAL SITE PLAN / CONCEPTUAL UTILITY PLAN**

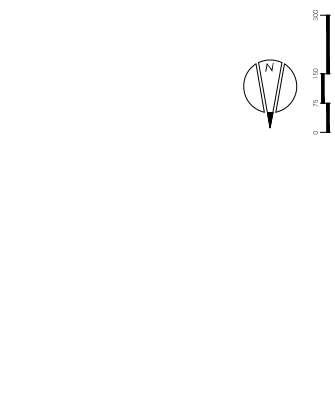
Proj # 2206002
 DATE: FEBRUARY 1, 2023
 DESIGNED BY: chd/bj
 FS: JR
 SCALE: As Noted
 SHEET: C100

C100
 (PUD PLAN)

- SITE AND UTILITY NOTES:**
1. THE PERMITS, ACCESS AND PUBLIC UTILITY LOCATIONS SHALL BE IN ACCORDANCE WITH THE CITY OF APEX PERMITS AND UTILITY STANDARDS AND APPROVAL.
 2. SHALL REQUIRE CONFORMANCE WITH LOCAL ORDINANCES AND THAT ALL UTILITIES SHALL BE COORDINATED WITH THE CITY OF APEX AND THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION AND PUBLIC SAFETY.
 3. REFER TO POTTER DOCUMENTS FOR A LIST OF ALLOWABLE USES, ZONING CODES, CONCURRENCE, AND OTHER RELEVANT STANDARDS FOR THE DEVELOPMENT.
 4. ENVIRONMENTAL FEATURES ARE SUBJECT TO ALL CITY, COUNTY AND STATE REGULATIONS, PERMITS, STANDARDS, AND OTHER RELEVANT STANDARDS. ALL UTILITIES ARE REQUIRED TO AVOID OR MINIMIZE IMPACTS TO THESE FEATURES.
 5. ALL UTILITIES ARE REQUIRED TO AVOID OR MINIMIZE IMPACTS TO THESE FEATURES.
 6. THE PROJECT SHALL COMPLY WITH ALL CITY, COUNTY AND STATE REGULATIONS, PERMITS, STANDARDS, AND OTHER RELEVANT STANDARDS.
 7. THE PROJECT SHALL COMPLY WITH ALL CITY, COUNTY AND STATE REGULATIONS, PERMITS, STANDARDS, AND OTHER RELEVANT STANDARDS.
 8. THE PROJECT SHALL COMPLY WITH ALL CITY, COUNTY AND STATE REGULATIONS, PERMITS, STANDARDS, AND OTHER RELEVANT STANDARDS.
 9. THE PROJECT SHALL COMPLY WITH ALL CITY, COUNTY AND STATE REGULATIONS, PERMITS, STANDARDS, AND OTHER RELEVANT STANDARDS.
 10. THE PROJECT SHALL COMPLY WITH ALL CITY, COUNTY AND STATE REGULATIONS, PERMITS, STANDARDS, AND OTHER RELEVANT STANDARDS.
 11. THE PROJECT SHALL COMPLY WITH ALL CITY, COUNTY AND STATE REGULATIONS, PERMITS, STANDARDS, AND OTHER RELEVANT STANDARDS.
 12. THE PROJECT SHALL COMPLY WITH ALL CITY, COUNTY AND STATE REGULATIONS, PERMITS, STANDARDS, AND OTHER RELEVANT STANDARDS.
 13. THE PROJECT SHALL COMPLY WITH ALL CITY, COUNTY AND STATE REGULATIONS, PERMITS, STANDARDS, AND OTHER RELEVANT STANDARDS.



POTENTIAL ACCESS POINTS:
 Potential Access Points shown on the Conceptual Site Plan / Conceptual Utility Plan are intended for illustrative purposes only. The location and design of any access points shall be determined by the City of Apex and the North Carolina Department of Transportation and Public Safety. The location and design of any access points shall be determined by the City of Apex and the North Carolina Department of Transportation and Public Safety.



CONCEPTUAL SITE PLAN / CONCEPTUAL UTILITY PLAN
 SHEET T-150

- PROJECT PERIMETER BOUNDARY**
PROPOSED WATER CONNECTIONS
PROPOSED SEWER CONNECTIONS
POTENTIAL ACCESS POINTS

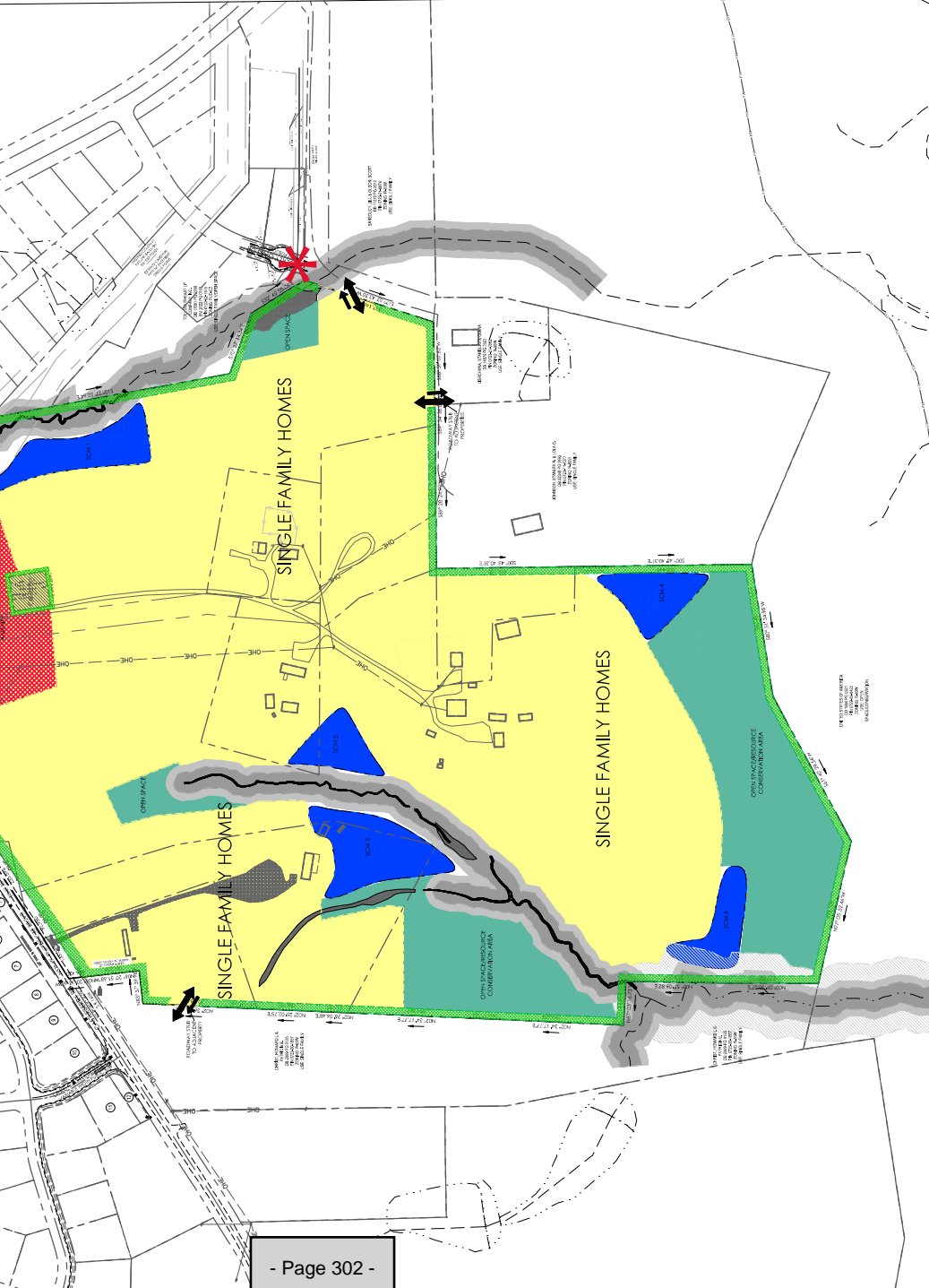


EXHIBIT A
Castleberry Assemblage
Owner Information Addendum

Parcel 1

Site Address: 8633 Castleberry Road

PIN: 0723125145

Deed Reference (book/page): 2284/124

Acreage: 2.38

Owner: Deborah Kay Marcom Strickland (a/k/a Deborah M. Strickland and Deborah Kay Marcom) and spouse, Ronald M. Strickland (a/k/a Ronnie Strickland)

Owner Address: 8633 Castleberry Road, Apex, NC 27523-9695

Parcel 2

Site Address: 8635 Castleberry Road

PIN: 0723115892

Deed Reference (book/page): 9017/1189

Acreage: 3.37

Owner: Bridget Cotrufo and Paul Anthony Cotrufo

Owner Address: 8635 Castleberry Road, Apex, NC 27523-9695

Parcel 3

Site Address: 8637 Castleberry Road

PIN: 0723113507

Deed Reference (book/page): Wake County Estate File Number 22-E-2448 for Tempie Grace Mills Marcom

Acreage: 2.18

Owner: Deborah Kay Marcom Strickland (a/k/a Deborah M. Strickland and Deborah Kay Marcom); Thomas Russell Marcom (a/k/a Thomas R. Marcom); and Sonya Beth Marcom Ammons (a/k/a Sonya Ammons and Sonya Jones)

Owner Address: 8637 Castleberry Road, Apex, NC 27523-9695

Parcel 4

Site Address: 8639 Castleberry Road

PIN: 0723111191

Deed Reference (book/page): Wake County Estate File Number 22-E-2448 for Tempie Grace Mills Marcom

Acreage: 70.54

Owner: Deborah Kay Marcom Strickland (a/k/a Deborah M. Strickland and Deborah Kay Marcom); Thomas Russell Marcom (a/k/a Thomas R. Marcom); and Sonya Beth Marcom Ammons (a/k/a Sonya Ammons and Sonya Jones)

Owner Address: 8637 Castleberry Road, Apex, NC 27523-9695

Parcel 5

Site Address: 8649 Castleberry Road

PIN: 0723120194

Deed Reference (book/page): 3292/220

Acreage: 3.0

Owner: Sonya Beth Marcom Ammons (a/k/a Sonya Beth Marcom, Sonya Ammons; Sonya Beth Marcom Biddy and Sonya Jones), and spouse, Steve Ammons

Owner Address: 8649 Castleberry Road, Apex, NC 27523-9695

Parcel 6

Site Address: 8709 Castleberry Road

PIN: 0723024085

Deed Reference (book/page): 16865/2012

Acreage: 7.20

Owner: Thomas Russell Marcom (a/k/a Thomas R. Marcom); and spouse, Nancy Marcom (a/k/a Nancy L. Marcom)

Owner Address: 2309 7 Lakes S., West End, NC 27376-9601

Parcel 7

Site Address: 8717 Castleberry Road

PIN: 0723023450

Deed Reference (book/page): 16865/2012

Acreage: 2.92

Owner: Thomas Russell Marcom (a/k/a Thomas R. Marcom); and spouse, Nancy Marcom (a/k/a Nancy L. Marcom)

Owner Address: 2309 7 Lakes S., West End, NC 27376-9601

Parcel 8

Site Address: 8705 Castleberry Road

PIN: 0723026951

Deed Reference (book/page): Wake County Estate File Number 22-E-2448 for Tempie Grace Mills Marcom

Acreage: 0.26

Owner: Deborah Kay Marcom Strickland (a/k/a Deborah M. Strickland and Deborah Kay Marcom); Thomas Russell Marcom (a/k/a Thomas R. Marcom); and Sonya Beth Marcom Ammons (a/k/a Sonya Ammons and Sonya Jones)

Owner Address: 2309 7 Lakes S., West End, NC 27376-9601

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: Castleberry Zoning: R-80W (Wake County)
 Location: See attached Exhibit A
 Property PIN(s): See attached Exhibit A Acreage/Square Feet: 91.59 acres

Property Owner: See attached Exhibit A
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone: _____ Email: _____

Developer: Inspire Commercial, LLC c/o Matthew Carpenter
 Address: 301 Fayetteville Street, Suite 1400
 City: Raleigh State: NC Zip: 27601
 Phone: (919) 835-4032 Fax: N/A Email: matthewcarpenter@parkerpoe.com

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

Builder (if known): Inspire Commercial, LLC c/o Matthew Carpenter
 Address: 301 Fayetteville Street, Suite 1400
 City: Raleigh State: NC Zip: 27601
 Phone: (919) 835-4032 Fax: N/A Email: matthewcarpenter@parkerpoe.com

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

Town of Apex Department Contacts

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

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 Mike Deaton at 919-249-3413.

Electric Utility Installation: Rodney Smith 919-249-3342

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

SITE ADDRESS	PIN NUMBER	OWNER	MAILING ADDRESS	
458 HAWKER ST	0723221779	BOYAPALLY, RAVIKANTH PATNAM, SWAPNA	458 HAWKER ST	APEX NC 27523-6243
8805 CASTLEBERRY RD	0713915102	BRIAN HAMILTON FARMS LLC	219 RALEIGH ST	HOLLY SPRINGS NC 27540-9046
3223 BELLAMY RIDGE DR	0723035278	CARONE, MICHAEL CARONE, KRISTINA	3223 BELLAMY RIDGE DR	APEX NC 27523-9604
2935 WIMBERLY OAKS DR	0723224151	CHU, BRIAN CHU, ALBERTINA	2935 WIMBERLY OAKS DR	APEX NC 27523-6244
8624 CASTLEBERRY RD	0723130849	CLOER, THOMAS G JR CLOER, PAMELA M	8624 CASTLEBERRY RD	APEX NC 27523-9669
3236 BELLAMY RIDGE DR	0723033135	COSTA, LUIZ CLAUDIO MARQUES, NATASHA F	3236 BELLAMY RIDGE DR	APEX NC 27523-9604
8635 CASTLEBERRY RD	0723115892	COTRUFO, BRIDGET COTRUFO, PAUL ANTHONY	8635 CASTLEBERRY RD	APEX NC 27523-9695
8729 CASTLEBERRY RD	0723001857	CRIST, HOWARD L CRIST, PATRICIA E	8729 CASTLEBERRY RD	APEX NC 27523-6757
3235 BELLAMY RIDGE DR	0723034050	DABADE, PREETAM JAVKHEDKAR, APURVA	3235 BELLAMY RIDGE DR	APEX NC 27523-9604
452 HAWKER ST	0723221816	DHARIA, NIRAV, JITENDRA DHARIA, SHIVANI NIRAV	452 HAWKER ST	APEX NC 27523-6243
470 HAWKER ST	0723223605	DUNNA, SATISH K TRUSTEE KATHIVARAPU, NAGAVALLI TRUSTEE	470 HAWKER ST	APEX NC 27523-6243
808 WIMBERLY RD	0723230271	FIGUEROA, ABEL L, FIGUEROA, JESSICA	804 WIMBERLY RD	APEX NC 27523-6765
8737 CASTLEBERRY RD	0713927050	HAMILTON, BRIAN	8805 CASTLEBERRY RD	APEX NC 27523-6759
3254 BELLAMY RIDGE DR	0723020904	HARRIS, JESSICA LONG HARRIS, GARLAND LUTHER III	3254 BELLAMY RIDGE DR	APEX NC 27523-9604
3251 BELLAMY RIDGE DR	0723021739	JAIWAL, VISHAL SUBHALAL, JAIWAL, SHWETA VISHAL	3251 BELLAMY RIDGE DR	APEX NC 27523-9604
8309 SERENITY TRL	0723117077	JOHNSON, STANLEY RAY JR JOHNSON, LOLA C	203 WINDSOR WYND PL	FUQUAY VARINA NC 27526-6629
8625 CASTLEBERRY RD	0723134513	JOHNSON, WILLIAM R III JOHNSON, SHERRY W	3511 N C 55 HWY	CARY NC 27519-8371
3244 BELLAMY RIDGE DR	0723031074	JONNALA, SRIKAR PENSALWAR, NAMRATA	3244 BELLAMY RIDGE DR	APEX NC 27523-9604
440 HAWKER ST	0723129979	KOMMAREDDY, SUNIL BOYAPATI, SARITHA	440 HAWKER ST	APEX NC 27523-6243
3228 BELLAMY RIDGE DR	0723034203	KRISHNAN, SRIRAM SWAMINATHAN, APARNA CHANDRA	3228 BELLAMY RIDGE DR	APEX NC 27523-9604
3248 BELLAMY RIDGE DR	0723020999	KUNCHANAPALLI, RAMESH BABU KUNCHANAPALLI, DEVI SUDHA RANI	3248 BELLAMY RIDGE DR	APEX NC 27523-9604
0 CASTLEBERRY RD	0713929535	LAKE CASTLEBERRY OWNERS ASSOCIATION INC	CHARLESTON MANAGEMENT CORPORATION	PO BOX 97243
3239 BELLAMY RIDGE DR	0723023974	LAMBE, MORGAN TAYLOR LAMBE, MATTHEW T	3239 BELLAMY RIDGE DR	APEX NC 27523-9604
3247 BELLAMY RIDGE DR	0723022814	LATORE, JOSEPH A LATORE, ERIN MARIE	3247 BELLAMY RIDGE DR	APEX NC 27523-9604
8301 SERENITY TRL	0723210562	LISHCHYNA, STANISLAV LISHCHYNA, OLENA	8301 SERENITY TRL	APEX NC 27523-9603
2927 WIMBERLY OAKS DR	0723224262	MAHA PATRA, MANAS KUMAR SINHA MAHANTY, SANGITA	2927 WIMBERLY OAKS DR	APEX NC 27523-6244
8649 CASTLEBERRY RD	0723120194	MARCOM, SONYA BETH	8649 CASTLEBERRY RD	APEX NC 27523-9695
8705 CASTLEBERRY RD	0723026951	MARCOM, TEMPIE M	8637 CASTLEBERRY RD	APEX NC 27523-9695
8637 CASTLEBERRY RD	0723113507	MARCOM, TEMPIE M STRICKLAND, DEBORAH M	8637 CASTLEBERRY RD	APEX NC 27523-9695
8717 CASTLEBERRY RD	0723023450	MARCOM, THOMAS RUSSELL	2309 7 LKS S	WEST END NC 27376-9601
8709 CASTLEBERRY RD	0723024085	MARCOM, THOMAS RUSSELL MARCOM, NANCY	2309 7 LKS S	WEST END NC 27376-9601
3255 BELLAMY RIDGE DR	0723020744	PALAKODETI, ANUPAMA DINAVAHU, VENKATA C	3255 BELLAMY RIDGE DR	APEX NC 27523-9604
424 LAKE CASTLEBERRY DR	0713928691	PADEL, VISHAL PATEL, KESHA	424 LAKE CASTLEBERRY DR	APEX NC 27523-9612
2926 WIMBERLY OAKS DR	0723222388	PUTLURI, VENKAT REDDY KUNREDDY, KAVITHA	2926 WIMBERLY OAKS DR	APEX NC 27523-6244
3243 BELLAMY RIDGE DR	0723022899	RAMAKRISHNAN, DINESHBABU KOTHANDARAMAN, MOUSHMI	3243 BELLAMY RIDGE DR	APEX NC 27523-9604
8644 CASTLEBERRY RD	0723038239	RENFER, R A JR TRUSTEE RENFER, BETTY DISHONG TRUSTEE	8644 CASTLEBERRY RD	APEX NC 27523-9669
3231 BELLAMY RIDGE DR	0723035047	REYNOLDS, KATIE COLE REYNOLDS, ROBERT JAY	3231 BELLAMY RIDGE DR	APEX NC 27523-9604
2932 WIMBERLY OAKS DR	0723222247	SAHA, ARJUN ROYCHOWDHURY, RUPSA	2932 WIMBERLY OAKS DR	APEX NC 27523-6244
4201 DIESEL PATH	0723216874	SANSOUCY, JILL L OLSON, SCOTT	4201 DIESEL PATH	APEX NC 27523-6791
8633 CASTLEBERRY RD	0723125145	STRICKLAND, DEBORAH MARCOM KAY	8633 CASTLEBERRY RD	APEX NC 27523-9695
8621 CASTLEBERRY RD	0723136582	SUTTON, DON SCOTT JR	8621 CASTLEBERRY RD	APEX NC 27523-9695
3240 BELLAMY RIDGE DR	0723032150	TAI, DEYONG YUAN, ZHONGFENG	3240 BELLAMY RIDGE DR	APEX NC 27523-9604
0 HAWKER ST	0723221515	TOLL SOUTHEAST LP COMPANY INC	250 GIBALTAR RD	HORSHAM PA 19044-2323
1017 WIMBERLY RD	0722090422	UNITED STATES OF AMERICA	310 NEW BERN AVE	RALEIGH NC 27601-1441
3227 BELLAMY RIDGE DR	0723035178	WAHL, JAMES WAHL, LAURA	3227 BELLAMY RIDGE DR	APEX NC 27523-9604
446 HAWKER ST	0723220952	YENDLURI, PRUDHVI KATRAGADDA, GIRIJA	446 HAWKER ST	APEX NC 27523-6243
		Current Tenant	8625 Castleberry RD	APEX NC 27523
		Current Tenant	8639 Castleberry RD	APEX NC 27523
		Current Tenant	8709 Castleberry RD	APEX NC 27523
		Current Tenant	8717 Castleberry RD	APEX NC 27523
		Current Tenant	8737 Castleberry RD	APEX NC 27523
		Current Tenant	8309 Serenity TRL	APEX NC 27523
		Current Tenant	808 Wimberly RD	APEX NC 27523
		Current Tenant	1105 Wimberly RD	APEX NC 27523
		Current Tenant	2932 Oaks DR	APEX NC 27523

Created by Town of Apex Planning Department
Date Created 4/3/2023

CASTLEBERRY RESERVE

Planned Unit Development

Apex, North Carolina

Submittal Dates

First Submittal: February 1, 2023

Second Submittal: April 6, 2023

Third Submittal: May 5, 2023

Fourth Submittal: June 2, 2023

Fifth Submittal: June 28, 2023

Sixth Submittal: July 26, 2023

Seventh Submittal: July 31, 2023

Eighth Submittal: August 31, 2023

Developer

Inspire Commercial, LLC

1124 Grogans Mill Drive

Cary, NC 27519

Civil Engineer

Peak Engineering & Design, PLLC

1125 Apex Peakway

Apex, NC 27502

Land Use Attorneys

Parker Poe Adams & Bernstein LLP

301 Fayetteville Street, Suite 1400

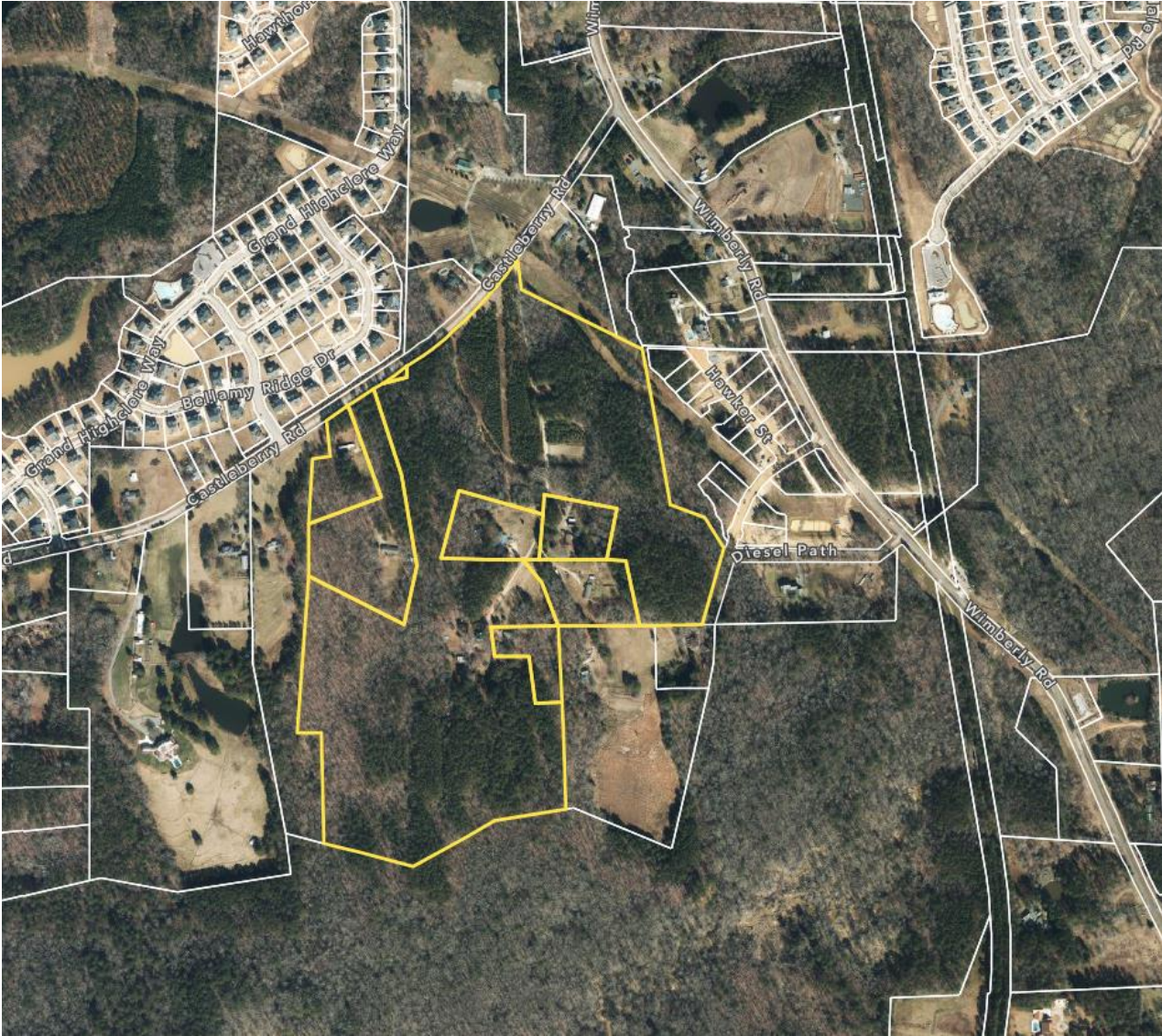
Raleigh, NC 27602



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VICINITY MAP



PROJECT DATA

Name of Project:	Castleberry Reserve PUD
Property Owners:	See attached <u>Exhibit B</u>
Developer:	Inspire Commercial, LLC 1124 Grogans Mill Drive Cary, NC 27519
Prepared by:	Parker Poe Adams & Bernstein LLP 301 Fayetteville Street, Suite 1400 Raleigh, NC 27601 Peak Engineering & Design, PLLC 1125 Apex Peakway Apex, NC 27502
Current Zoning:	Residential-80W (R-80W)
Proposed Zoning:	Planned Unit Development Conditional Zoning (PUD-CZ)
Current 2045 Land Use Map Designation:	Rural Residential
Proposed 2045 Land Use Map Designation	Low Density Residential
Site Address:	See attached <u>Exhibit B</u>
Property Identification Number:	See attached <u>Exhibit B</u>
Total Acreage:	89.90 acres
Area Designated as Mixed Use on LUM	None
Area Proposed as Non- Residential:	None

PURPOSE STATEMENT

This document and the accompanying exhibits submitted herewith (collectively, the “PUD”) are provided pursuant to the Town of Apex Unified Development Ordinance (“UDO”) Planned Unit Development provisions. This PUD addresses the development of approximately 89.90 acres on Castleberry Road, near the intersection of Castleberry and Wimberly Road. The Property is mostly undeveloped with the exception of several single-family homes. There is an existing private cemetery in the northern portion of the Property. There is an existing 50-foot Colonial Pipeline crossing the eastern Property line and public overhead electrical lines along Castleberry Road, all as more specifically set forth on the Existing Conditions sheet. The Property is currently zoned Residential 80-W (R-80W) under Wake County’s planning jurisdiction. Accordingly, the Property will be annexed into the Town limits concurrently with rezoning approval.

Castleberry Reserve PUD will be a single-family detached community, designed to respect environmental features and have a well-connected pedestrian network (the “Development”). The PUD is intended to create flexibility in design and land uses to deliver a high-quality residential development that fits the context of existing development in the area. Although the Development proposes greater density than envisioned by the Rural Residential Land Use Map (“LUM”) designation, it is generally consistent with the Apex Comprehensive Plan’s (“Peak Plan”) goals of accommodating a mix of housing types to serve the Town’s growing and increasingly diverse population, a well-connected pedestrian network, and protection of environmental and natural resources.

CONSISTENCY WITH PLANNED UNIT DEVELOPMENT STANDARDS

(i) *The uses proposed to be developed in the PD plan for PUD-CZ are those uses permitted in Sec. 4.2.2 Use Table*

RESPONSE: The uses permitted within The Castleberry Reserve PUD are permitted within this designation in UDO Section 4.2.2 Use Table.

(ii) *The uses proposed in the PD Plan for PUD-CZ can be entirely residential, entirely non-residential, or a mix of residential and non-residential uses, provided a minimum percentage of non-residential land area is included in certain mixed use areas as specified on the 2045 Land Use Map. The location of uses proposed by the PUD-CZ must be shown in the PD Plan with a maximum density for each type of residential use and a maximum square footage for each type of non-residential use.*

RESPONSE: The Castleberry Reserve PUD is a residential single-family detached community.

(iii) *The dimensional standards in Sec. 5.1.3 Table of Intensity and Dimensional Standards, Planned Development Districts may be varied in the PD Plan for PUD-CZ. The PUD-CZ shall demonstrate compliance with all other dimensional standards of the UDO, North Carolina Building Code, and North Carolina Fire Code.*

RESPONSE: This PUD specifies intensity and dimensional standards for the project. The PUD’s standards, which propose multiple pedestrian connections and commit to preserving a 450-foot undisturbed buffer and 25% of existing tree canopy, are consistent with the UDO’s vision for Planned Unit Developments – to provide site specific, high-quality neighborhoods that preserve natural features and exhibit compatibility with, and connectivity to, surrounding land uses. Except as specifically stated in this PUD, Castleberry Reserve will comply with all other requirements of the UDO and will comply with all applicable requirements of the North Carolina Building Code and the North Carolina Fire Code.

(iv) *The development proposed in the PD Plan for PUD-CZ encourages cluster and compact development to the greatest extent possible that is interrelated and linked by pedestrian ways, bikeways and other transportation systems. At a minimum, the PD Plan must show sidewalk improvements as required by the Advance Apex: The 2045 Transportation Plan and the Town of Apex Standard Specifications and Standard Details, and greenway improvements as required by the Town of Apex Parks, Recreation, Greenways, and Open Space Plan and the Advance Apex: The 2045 Transportation Plan. In addition, sidewalks shall be provided on both sides of all streets for single-family detached homes.*

RESPONSE: Castleberry Reserve PUD will feature sidewalks throughout. Sidewalks will connect the project and the adjacent Castleberry Estates neighborhood to the east, improving pedestrian connectivity. The PUD will also place additional housing supply in close proximity to the American Tobacco Trail, improving recreation opportunities for residents. The PUD also offers two offsite pedestrian connections that will significantly improve connectivity in the area; a paved sidewalk connection to the American Tobacco Trail along Wimberly Road, and a new sidewalk to connect to Lake Castleberry and fill the existing sidewalk gap along Castleberry Road.

(v) *The design of development in the PD Plan for PUD-CZ results in land use patterns that promote and expand opportunities for walkability, connectivity, public transportation, and an efficient compact network of streets. Cul-de-sacs shall be avoided unless the design of the subdivision and the existing or proposed street system in the surrounding area indicate that a through street is not essential in the location of the proposed cul-de-sac, or where sensitive environmental areas such as streams, floodplains, and wetlands would be substantially disturbed by making road connections.*

RESPONSE: The proposed street layout will be designed to enhance pedestrian and vehicular connectivity while protecting sensitive environmental features and being mindful of existing residential development. Generally, the Development will have two primary access roads – one on Castleberry Road and a second connection to the existing Wimberly Oaks Drive street stub. The Development will also provide stub streets along the western property line and eastern property for future connectivity, with final stub street locations to be determined at the Subdivision Plan stage.

(vi) The development proposed in the PD Plan for PUD-CZ is compatible with the character of surrounding land uses and maintains and enhances the value of surrounding properties.

RESPONSE: The proposed development is compatible with the character of the existing and planned uses in the surrounding area. This area of the Town is characterized by low density single-family detached subdivisions and rural/agricultural uses in western Wake County. Nearby residential neighborhoods include Castleberry Estates to the east and Lake Castleberry to the north. Castleberry Estates is a 19 lot single family detached subdivision still under construction with an overall density of 1 unit/acre and lots ranging from 0.30 to 0.40 acres. Lake Castleberry is a large single-family subdivision with overall density of 1.28 units/acre. Adjacent to the south is permanently protected land owned by the U.S. Army Corps of Engineers. To the north of the property, on the north side of Castleberry Road, is the Cloer Family Vineyard.

Castleberry Reserve PUD will provide high quality housing supply to the Town and improve overall pedestrian connectivity in the area. The proposed overall maximum density of 1.65 units/acre, together with the offered architectural conditions, will ensure the project is compatible with existing neighborhoods and rural/agricultural uses in the area.

(vii) The development proposed in the PD Plan for PUD-CZ has architectural and design standards that are exceptional and provide higher quality than routine developments. All residential uses proposed in a PD Plan for PUD-CZ shall provide architectural elevations representative of the residential structures to be built to ensure the Standards of this Section are met.

RESPONSE: Castleberry Reserve PUD will feature high quality and thoughtful design. Architectural standards, design controls, and conceptual elevations are included in this PUD.

CONSISTENCY WITH CONDITIONAL ZONING STANDARDS

Castleberry Reserve PUD is consistent with the conditional zoning standards set forth in UDO Section 2.3.3.F.1-10. See the accompanying PUD-CZ Application for the statements of consistency addressing each standard.

PERMITTED USES

The Property may be used for the uses listed 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.

RESIDENTIAL DISTRICT

The following uses shall be permitted in the Residential District:

Residential	
Single-family	Permitted
Accessory apartment*	Permitted
Recreational Uses	
Park, active	Permitted
Greenway	Permitted
Park, passive	Permitted
Recreation facility, private	Permitted
Utility, minor	Permitted
Public and Civic Uses	
Cemetery	Permitted

* Homeowners Association covenants shall not restrict the construction of accessory dwelling units.

DESIGN CONTROLS

Total Project Area	89.90 acres
Maximum Built-Upon Area	45% of gross site acreage
Maximum Residential Density	148 units
Maximum Residential Density	1.65 units/acre (includes RCA and rights-of-way)
Northern District Single-Family Detached	
Minimum Lot Size	8,000 square feet
Minimum Lot Width	60 ft.
Minimum Setbacks	
Front	10 ft.
Front (garage)	20 ft.
Side	5 ft.
Rear	10 ft.
Corner Side	10 ft.
Maximum Building Height	3 stories; 45 ft.
Minimum Buffer/RCA Setbacks	10 ft. for buildings 5 ft. for parking areas
Southern District Single-Family Detached	
Minimum Lot Size	10,000 square feet
Minimum Lot Width	75 ft.
Minimum Setbacks	
Front	10 ft.
Front (garage)	20 ft.
Side	5 ft.
Rear	10 ft.
Corner Side	10 ft.
Maximum Building Height	3 stories; 45 ft.
Minimum Buffer/RCA Setbacks	10 ft. for buildings 5 ft. for parking areas
Recreation Facility, Private	
Minimum Setbacks	
Front	10 ft.
Side	10 ft.
Rear	10 ft.
Minimum Buffer/RCA Setbacks	10 ft. for buildings 5 ft. for parking areas

LANDSCAPING, BUFFERING, AND SCREENING

Perimeter buffers shall be built and planted to the following lot width and planting standards:

Along the Property’s Castleberry Road frontage	40 ft. Type B
Along the Property’s westernmost boundary adjacent to PIN 0723001857*	20 ft. Type B
Along the Property’s southernmost boundary adjacent to PIN 0722090422	20 ft. Type B
Along the Property’s shared property line with PIN 0723117077*	20 ft. Type B
Along the Property’s shared property line with PIN 0723210562*	20 ft. Type B
Along the Property’s shared property line with PIN 0723221515	20 ft. Type B
Along Diesel Path	20 ft. Type B
Along the Property’s shared property line with PIN 0723136582	20 ft. Type B
Along the Property’s shared property line with PIN 0723134513	20 ft. Type B
Along the Cemetery (as defined below) boundary	10 ft. Type B
Along the Cemetery’s Road Frontage	0 ft.
Along the Property’s southernmost property line adjacent to PIN 0722090422	450 ft. undisturbed (the “Game Lands Buffer”)**

*As shown on the Concept Plan, except where located adjacent to RCA, riparian buffers, or stormwater ponds, these buffers may be reconfigured and/or reduced if adjacent tracts are redeveloped.

**The Game Lands Buffer shall remain undisturbed in its current natural state and shall not be cleared or graded other than for necessary tree/forestry maintenance and/or installation of passive recreation amenities such as unpaved trails, benches, and natural areas. The Game Lands Buffer shall not require any supplemental plantings.

AFFORDABLE HOUSING

- The Development shall include a minimum of two (2) residential restricted affordable housing detached single-family median-income ownership units (the “Affordable Units”).
- The Affordable Units shall be constructed on-site and sold (includes unit price and lot price) at a mutually agreeable maximum affordable housing median-income ownership initial sales price (the “Initial Sales Price”).
- The Affordable Units shall be occupied by low or median-income households earning no more than one-hundred thirty five (135%) of the Raleigh NC Metropolitan Statistical Area (MSA), Area Median Income (AMI), adjusted for family size as most recently published by HUD (the “Income Limit”). For purposes of calculating the Initial Sales Price for the Affordable Units, affordable shall mean a reasonable down payment and monthly housing costs expected during the first calendar year of occupancy, including utilities or utility allowances, mortgage loan principal and interest, mortgage insurance, property taxes, homeowner’s insurance, homeowner’s association dues, if any, and all other property assessments, dues and fees assessed as a condition of property ownership, which does not exceed thirty percent (30%) times (x’s) one-hundred thirty five percent (135%) times (x’s) the annual median-income limit (135% AMI Category), based on a family size that is equal to the actual number of bedrooms as the Affordable Units, applicable to the Raleigh, NC MSA as most recently published by the HUD.
- A restrictive covenant (i.e. resale deed restriction) with a minimum affordability period of thirty (30) years (the “Affordability Period”) shall be recorded in the Wake County Registry against each of the Affordable Units concurrently at the close of escrow upon the sale of the Affordable Units.
- A restrictive covenant (i.e. affordable housing agreement) between the Town and applicant shall be recorded in the Wake County Registry against each of the lots for the Affordable Units prior to the issuance of a building permit for such lots to memorialize the affordable housing terms and conditions of the approved zoning condition.
- The Affordable Units shall be designated on the Master Subdivision Final Plat, which may be amended from time to time.
- Final Affordable Housing Unit floor plan selection which includes the unit size and bedroom size will be at the discretion of the developer.
- The Affordable Units may be provided in multiple phases or in one single phase.
- Developer will work with the Town to identify qualifying buyers for the first sale of the Affordable Units (the “First Sale”).
- Following the First Sale of the Affordable Units, Developer shall not be responsible for managing the Affordable Units or performing marketing, applicant screening, and selection related to future sales of the Affordable Units.
- Town staff will assist with the administrative duties of the Affordable Units during the Affordable Period.

- Prior to issuance of the Master Subdivision Final Plat for the Property, Developer shall make a donation of \$148,000 to the Town of Apex Affordable Housing Fund.

ARCHITECTURAL STANDARDS

Castleberry Reserve PUD offers the following architectural controls to ensure a consistency of character throughout the development, while allowing for enough variety to create interest and avoid monotony. Elevations included are conceptual examples. Final elevations must comply with these architectural standards but may vary from the conceptual elevations. Further details may be provided at the time of Residential Master Subdivision Plan submittal.

RESIDENTIAL DISTRICT DESIGN GUIDELINES

Single-Family Detached:

1. Vinyl siding is not permitted; however, vinyl windows, decorative elements and trim are permitted.
2. The roof shall be pitched at 5:12 or greater for 75% of the building designs.
3. Eaves shall project at least 12 inches from the wall of the structure.
4. Garage doors shall have windows, decorative details or carriage-style adornments on them.
5. Street facing garages shall not protrude more than 5 feet out from the front façade and front porch.
6. 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
7. A varied color palette shall be utilized on homes throughout the subdivision to include a minimum of three (3) color families for siding and shall include varied trim, shutter, and accent colors complementing the siding color.
8. House entrances for units with front-facing single-car garages shall have a prominent covered porch/stoop area leading to the front door.
9. The rear and side elevations of the units that can be seen from the right-of-way shall have trim around the windows.
10. Front porches shall be a minimum of 6 feet deep.

11. Garages on the front façade of homes that face the street shall not exceed 50% of the total width of the house and garage together.

CONCEPTUAL BUILDING ELEVATIONS







PARKING AND LOADING

Parking shall comply with minimum parking standards set forth in UDO Section 8.3.

SIGNAGE

Signage shall comply with UDO Section 8.7.

In addition, the project shall install at least one (1) sign per SCM discouraging the use of fertilizer and to reduce pet waster near SCM drainage areas. The sign(s) 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.

NATURAL RESOURCES AND ENVIRONMENTAL DATA

RIVER BASINS AND WATERSHED PROTECTION OVERLAY DISTRICTS

The Property is within the Cape Fear River Basin, Jordan Lake Watershed, and Primary Watershed Protection Overlay District as shown on the Town of Apex Watershed Protection Overlay Map 2019. This PUD will comply with all built upon area, vegetated conveyances, structural SCMs and riparian stream buffer requirements of UDO Section 6.1.8.

Resource Conservation Areas (RCA)

UDO Section 8.1.2.C.3 does not require Resource Conservation Area (“RCA”) for low density developments 2 units/acre or less. However, the Development shall designate a minimum of twenty percent (20%) of the Property as RCA. If the Development is mass graded, it shall designate a minimum of 20% of the Property as RCA and shall not be required to provide the additional 5% RCA required for mass grading under UDO Section 7.2.5.B.8.

Floodplain

The project is not located in a designated current or future 100-year floodplain as shown on the Town of Apex’s Flood Risk Information System (FRIS) or FEMA FIRM Panel 3720072300K with an effective date of July 19, 2022. Watershed & FEMA Map dated April 2015.

Historic Structures

There are no known historic structures present on the Property, however there is an existing cemetery as shown on the Existing Conditions Plan and Concept Plan (the “Cemetery”). The Cemetery shall be preserved in place. The Cemetery is approximately 0.30 acres and has approximately 59 grave sites. Prior to Master Subdivision Plan approval, a survey of the Cemetery shall be completed to establish its exact dimensions and the location of grave sites.

Environmental Commitments Summary

The following environmental conditions shall apply to the Development:

- All dwelling units shall be pre-configured with conduit for a solar energy system.
- A solar PV system of at least 4 kilowatts shall be installed on a minimum of 20 homes (the “Solar Lots”). The Solar Lots shall be identified on the Master Subdivision Plat.
- The project shall install at least one (1) sign per SCM discouraging the use of fertilizer and to reduce pet waste near SCM drainage areas. The sign(s) 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.
- The project shall install a minimum of four (4) pet waste stations.
- The project shall plant drought resistant warm season grasses throughout the development to minimize irrigation and chemical use.
- Stormwater control devices shall be designed and constructed so that post development peak runoff does not exceed pre-development peak runoff conditions for the 24-hour, 1 year, 10 year, and 25 year storm events.
- Landscaping shall include at least four (4) native hardwood tree species throughout the Development.
- No clearing or land disturbance shall be permitted within the riparian buffer nor the 450-foot undisturbed buffer, except in the riparian buffer, the minimum necessary to install required road and utility infrastructure and SCM outlets. The SCM water storage and treatment shall not be permitted within the riparian buffer or the 450-foot undisturbed buffer. Sewer infrastructure shall be designed to minimize impacts to riparian buffers.
- Any outdoor lighting installed on private amenities, signs, landscaping, walls, or fences in common areas shall be full cutoff LED fixtures with a maximum color temperature of 3000k. This condition shall not apply to lighting on single-family homes, accessory buildings, or street lighting.
- At least 75% of plants shall be native species. Landscaping will be coordinated with and approved by the Planning Department at site or subdivision review.
- The project shall preserve at least 25% of existing tree canopy.

STORMWATER MANAGEMENT

Stormwater control devices shall be designed and constructed to exceed UDO standards so that post development peak runoff does not exceed pre-development peak runoff conditions for the 24-hour, 1 year, 10 year, and 25 year storm events. Otherwise, the Development shall meet all

stormwater management requirements for quality and quantity treatment in accordance with Section 6.1 of the UDO.

The project shall provide additional water quality stormwater controls to reduce the overall nitrogen export for the site to less than 10 lbs/ac/yr through the installation of State approved Stormwater Control Measures (SCMs). The final selection of the SCMs used to reduce the nitrogen export from the site shall be selected by the design team and coordinated with staff during Subdivision and Construction Document design and review.

Acceptable stormwater structures shall include detention ponds, constructed wetlands, bio-retention areas, or other approved devices consistent with the NC DEQ Stormwater Design Manual and the Town of Apex UDO.

PARKS AND RECREATION

This project was reviewed by the Parks, Recreation, and Cultural Resources Advisory Commission on April 26, 2023 and a fee-in-lieu of dedication was recommended.

Single-family detached Units: $\$ 4,016.66 \times 148 = \$ 594,465.68$

The final unit count and total fee-in-lieu will be calculated at Master Subdivision Plan and Construction Document review.

PUBLIC FACILITIES

The proposed PUD shall meet all Public Facilities requirements as set forth in UDO Section 2.3.4(F)(1)(f) and be designed to comply with the Town's Sewer and Water Master Plan and Standards and Specifications. Road and utility infrastructure shall be as follows:

GENERAL ROADWAY INFRASTRUCTURE

Except as set forth herein, all proposed roadway infrastructure and right-of-way dedications will be consistent with the Town of Apex Comprehensive Transportation Plan and Bicycle and Pedestrian System Plan in effect as of the submission date of this rezoning.

TRANSPORTATION IMPROVEMENTS

The following conditions regarding transportation improvements apply and shall be phased consistent with the Traffic Impact Analysis that has been performed for this rezoning, which is on file with the Town of Apex. Access and improvements proposed along NCDOT roadways are subject to NCDOT review and approval at the time of site and subdivision plans.

- Developer shall construct a stop-controlled two-lane public street access to Castleberry Road approximately 1,400 feet west of Wimberly Road.
- Developer shall provide right-of-way dedication and road widening along Castleberry Road a minimum of 30 feet from center line consistent with NCDOT requirements for a two-lane roadway. In keeping with the existing rural character of Castleberry Road, Developer shall improve the south side of Castleberry Road with a grassed swale in lieu of curb and gutter and a 5-foot sidewalk south of the grassed swale for the length of the Property's Castleberry Road frontage.
- Developer shall construct a southbound right turn taper on Wimberly Road at Castleberry Road according to the right turn lane warrants in the NCDOT Roadway Design Manual, install a stop bar at the intersection with Wimberly Road, and provide centerline pavement markings extending a minimum of 50 feet from the stop bar subject to NCDOT review and approval.

PEDESTRIAN AND BICYCLE IMPROVEMENTS

- Per UDO requirements for residential development with a PUD zoning designation, sidewalks shall be provided along both sides of all streets.
- Developer shall construct a 5-foot wide offsite sidewalk to connect the sidewalk along the frontage of PIN 0723023450 to the existing Lake Castleberry sidewalk stub at the northeast corner of the intersection of Castleberry Road and Lake Castleberry Drive (the "Lake Castleberry Sidewalk Connection"). The Lake Castleberry Sidewalk Connection will be constructed along the south side of Castleberry Road. If the Town and/or NCDOT will not approve the Lake Castleberry Sidewalk Connection or Developer is unable to acquire the necessary offsite rights of way and/or easements for the Lake Castleberry Sidewalk Connection, Developer shall pay a fee in lieu in the amount of the estimated cost of the Lake Castleberry Sidewalk Connection.
- Developer shall upgrade the existing crossing of the American Tobacco Trail at Wimberly Road with high visibility crosswalk markings and signs and install a push button rectangular rapid-flashing crosswalk beacon system according to Apex standards, subject to NCDOT review and approval.
- Developer shall extend the existing sidewalk along the southwest side of Wimberly Road, south to connect to the American Tobacco Trail, with roadway shoulder widening and gutter typical roadway section (the "ATT Connection"). Developer will need to coordinate with and obtain an encroachment agreement from NC Rail and obtain any other necessary approvals or agreements for construction and maintenance of the portion of the ATT Connection located on the American Tobacco Trail property leased by Wake County. Developer shall work with Town staff and NCDOT to finalize a design that places the ATT Connection within the existing Wimberly Road right of way. If the Town and NCDOT will not approve a design that places the ATT Connection in the existing

Wimberly Road right of way, Developer shall pay a fee-in-lieu in the amount of the estimated cost of the ATT Connection.



WATER AND SANITARY SEWER

All lots within the Development will be served by Town of Apex water and sanitary sewer. The utility design will be finalized at the time of Master Subdivision Plan or Site Plan approval and be based on available facilities adjacent to the site at that time. The design will meet the current Town of Apex master plans for water and sewer. A conceptual utility plan is included in the PUD Concept Plan for reference.

OTHER UTILITIES

Electricity will be provided by Duke Energy Progress or Apex Electric, depending on whether Apex Electric is capable of serving the Property. Phone, cable, and gas will be provided by the Developer and shall meet Town of Apex standards as outlined in the UDO.

PHASING

The Development will be completed in phases. Final locations of phases will be determined at the time of Master Subdivision Review and Approval.

CONSISTENCY WITH LAND USE PLAN

Although the Development proposes greater density than recommended by the Rural Residential Land Use Map designation, it is generally consistent with the goals of the Peak Plan 2030 and the

2045 Land Use Map. The Rural Residential designation recommends “single-family residential uses” that provide “a transition from the Protected Open Spaces around Jordan Lake...” The proposed maximum density of 1.65 units/acre is consistent with recommended density for Low Density Residential, as defined in the Comp Plan. The Development, together with conditions of this PUD, will add low density single-family housing while respecting the Protected Open Space adjacent to the south, providing pedestrian connections to recreational opportunities, and preserving the historic Cemetery, consistent with the following goals and policies of Peak Plan 2030.

- Preservation of historic places and cultural resources;
- Protection of environmental and natural resources;
- A variety of housing types available to a range of incomes;
- Maintain low density residential uses as a transition to rural areas and protected open space areas.

COMPLIANCE WITH UDO

The development standards adopted for this PUD are in compliance with those set forth in the current version of the Town’s Unified Development Ordinance (UDO). This PUD shall be the primary governing document for the development of Castleberry Reserve. All standards and regulations in this PUD shall control over general standards of the UDO. Provided, however, that if a specific regulation is not addressed in this PUD, UDO regulations shall control.

EXHIBIT A
Legal Description
The Property

BEING THE OUTER BOUNDARY OF 8 PARCELS, NOW OR FORMERLY OF THOMAS R MARCOM AS DESCRIBED IN DB 3292, PG 222 (PIN 0723023450), THOMAS R MARCOM AND NANCY MARCOM AS DESCRIBED IN DB 16865, PG 2012 (PIN 0723024085), TEMPIE M MARCOM AS DESCRIBED IN DB 3676, PG 382 (PIN 0723111191) AND DB 5048, PG 325 (PIN 0723026951), THOMAS R MARCOM AND NANCY MARCOM AS DESCRIBED IN DB 16865, PG 2012 (PIN 0723024085), SONIA B MARCOM AS DESCRIBED IN DB 2392, PG 220 (PIN 0723120194), DEBORAH M K STRICKLAND AS DESCRIBED IN DB 2284, PG 124 (PIN 0723125145), BRIDGET COTRUFO & PAUL A COTRUFO AS DESCRIBED IN DB 9017, PG 1189 (PIN 0723115892), AND TEMPIE M MARCOM & DEBORAH M STRICKLAND AS DESCRIBED IN DB 18975, PG 1401 (PIN 0723113507) SAID PARCELS BEING LOCATED IN THE TOWN OF APEX, WHITE OAK TOWNSHIP, WAKE COUNTY, NORTH CAROLINA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON PIPE FOUND ON THE NORTHWESTERN CORNER OF THE PROPERTY NOW OR FORMERLY OF THOMAS R MARCOM AS DESCRIBED IN DB 3292, PG 222 (PIN 0723023450) AND THE SOUTHERN RIGHT OF WAY OF CASTLEBERRY ROAD, SAID IRON BEING THE TRUE POINT OF BEGINNING AND HAVING NORTH CAROLINA STATE PLAIN COORDINATES OF N= 732,695.45' AND E= 2,020,274.89'; THENCE, FROM THE POINT OF BEGINNING AND LEAVING SAID RIGHT OF WAY, N06°20'52"W A DISTANCE OF 36.42 FEET TO A MAG NAIL FOUND IN THE CENTERLINE OF CASTLEBERRY ROAD; THENCE, WITH SAID CENTERLINE, N57°49'50"E A DISTANCE OF 135.10 FET TO A MAG NAIL FOUND; THENCE, CONTINUING WITH SAID CENTERLINE, N56°35'23"E A DISTANCE OF 92.98 FEET TO A MAG NAIL FOUND; THENCE, CONTINUING WITH SAID CENTERLINE, N56°35'06"E A DISTANCE OF 235.90 FEET TO A MAG NAIL SET; THENCE, CONTINUING WITH SAID CENTERLINE, N56°01'30"E A DISTANCE OF 88.04 FEET TO A MAG NAIL SET; THENCE, CONTINUING WITH SAID CENTERLINE, N53°38'28"E A DISTANCE OF 93.37 FEET TO A MAG NAIL SET; THENCE, CONTINUING WITH SAID CENTERLINE, N50°18'13"E A DISTANCE OF 93.98 FEET TO A MAG NAIL SET; THENCE, CONTINUING WITH SAID CENTERLINE, N47°13'51"E A DISTANCE OF 88.14 FEET TO A MAG NAIL SET; THENCE, CONTINUING WITH SAID CENTERLINE, N42°57'56"E A DISTANCE OF 133.67 FEET TO A MAG NAIL SET; THENCE, CONTINUING WITH SAID CENTERLINE, N39°28'11"E A DISTANCE OF 158.12 FEET TO A MAG NAIL SET; THENCE, CONTINUING WITH SAID CENTERLINE, N38°24'24"E A DISTANCE OF 132.10 FEET TO A MAG NAIL SET; THENCE, LEAVING SAID CENTERLINE, S07°45'19"E A DISTANCE OF 199.36 FEET TO A BENT IRON PIPE FOUND; THENCE, S65°45'19"E A DISTANCE OF 662.66 FEET TO A 1/2" IRON PIPE FOUND; THENCE, S10°27'53"E A DISTANCE OF 804.30 FEET TO AN AXLE FOUND; THENCE, S70°27'14"E A DISTANCE OF 178.50 FEET TO A 1/2" IRON PIPE FOUND; THENCE, S32°45'20"E A DISTANCE OF 181.93 FEET TO A 1/2" IRON PIPE FOUND; THENCE, S17°53'43"W A DISTANCE OF 387.15 FEET TO A 3/4" IRON PIPE SET; THENCE, S88°59'08"W A DISTANCE OF 236.49 FEET TO A 1/2" IRON PIPE FOUND; THENCE, S89°34'36"W

A DISTANCE OF 57.19 FEET TO A 1/2" IRON PIPE FOUND; THENCE, S89°28'25"W A DISTANCE OF 409.63 FEET TO AN AXLE FOUND; THENCE, S00°45'40"E A DISTANCE OF 396.14 FEET TO A 3/4" IRON PIPE SET; THENCE, S00°45'40"E A DISTANCE OF 503.45 FEET TO A 1/2" IRON PIPE FOUND; THENCE, S80°51'33"W A DISTANCE OF 380.41 FEET TO A CONCRETE MONUMENT FOUND; THENCE, S61°40'30"W A DISTANCE OF 470.42 FEET TO A CONCRETE MONUMENT FOUND; THENCE, N77°05'52"W A DISTANCE OF 415.10 FEET TO A 1/2" IRON PIPE FOUND; THENCE, N00°33'05"E A DISTANCE OF 457.27 FEET TO A 1/2" IRON PIPE FOUND; THENCE, N00°33'05"E A DISTANCE OF 92.75 FEET TO A 3/4" IRON PIPE SET; THENCE, N87°03'17"W A DISTANCE OF 124.95 FEET TO A COMPUTED POINT AT A 40" POPLAR; THENCE, N02°34'18"E A DISTANCE OF 394.62 FEET TO A 1/2" IRON PIPE FOUND; THENCE, N02°34'18"E A DISTANCE OF 394.37 FEET TO A 1/2" IRON PIPE FOUND; THENCE, N02°25'20"E A DISTANCE OF 71.14 FEET TO A 1/2" IRON PIPE FOUND; THENCE, N02°25'20"E A DISTANCE OF 186.74 FEET TO A 1/2" IRON PIPE FOUND; THENCE, N02°36'05"E A DISTANCE OF 325.84 FEET TO A 3/4" IRON PIPE SET; THENCE, N83°37'40"E A DISTANCE OF 94.32 FEET TO A 1/2" IRON PIPE FOUND; THENCE, N06°20'52"W A DISTANCE OF 166.26 FEET TO THE POINT OF BEGINNING.

SAID OUTER BOUNDARY CONTAINING 3,916,211 SQUARE FEET OR 89.90 ACRES, MORE OR LESS.

EXHIBIT B
Property Ownership

***Owner names and deed references below are accurate (and have been confirmed by a title attorney) but may differ from what is shown on Wake County GIS. Some property owner names have changed due to marriage.**

Parcel 1

Site Address: 8633 Castleberry Road

PIN: 0723125145

Deed Reference (book/page): 2284/124

Acreage: 2.38

Owner: Deborah Kay Marcom Strickland (a/k/a Deborah M. Strickland and Deborah Kay Marcom) and spouse, Ronald M. Strickland (a/k/a Ronnie Strickland)

Owner Address: 8633 Castleberry Road, Apex, NC 27523-9695

Parcel 2

Site Address: 8635 Castleberry Road

PIN: 0723115892

Deed Reference (book/page): 9017/1189

Acreage: 3.37

Owner: Bridget Cotrufo and Paul Anthony Cotrufo

Owner Address: 8635 Castleberry Road, Apex, NC 27523-9695

Parcel 3

Site Address: 8637 Castleberry Road

PIN: 0723113507

Deed Reference (book/page): Wake County Estate File Number 22-E-2448 for Tempie Grace Mills Marcom

Acreage: 1.94

Owner: Deborah Kay Marcom Strickland (a/k/a Deborah M. Strickland and Deborah Kay Marcom); Thomas Russell Marcom (a/k/a Thomas R. Marcom); and Sonya Beth Marcom Ammons (a/k/a Sonya Ammons and Sonya Jones)

Owner Address: 8637 Castleberry Road, Apex, NC 27523-9695

Parcel 4

Site Address: 8639 Castleberry Road

PIN: 0723111191

Deed Reference (book/page): Wake County Estate File Number 22-E-2448 for Tempie Grace Mills Marcom

Acreage: 68.82

Owner: Deborah Kay Marcom Strickland (a/k/a Deborah M. Strickland and Deborah Kay Marcom); Thomas Russell Marcom (a/k/a Thomas R. Marcom); and Sonya Beth Marcom Ammons (a/k/a Sonya Ammons and Sonya Jones)
Owner Address: 8637 Castleberry Road, Apex, NC 27523-9695

Parcel 5

Site Address: 8649 Castleberry Road
PIN: 0723120194
Deed Reference (book/page): 3292/220
Acreage: 3.0
Owner: Sonya Beth Marcom Ammons (a/k/a Sonya Beth Marcom, Sonya Ammons; Sonya Beth Marcom Biddy and Sonya Jones), and spouse, Steve Ammons
Owner Address: 8649 Castleberry Road, Apex, NC 27523-9695

Parcel 6

Site Address: 8709 Castleberry Road
PIN: 0723024085
Deed Reference (book/page): 16865/2012
Acreage: 7.29
Owner: Thomas Russell Marcom (a/k/a Thomas R. Marcom); and spouse, Nancy Marcom (a/k/a Nancy L. Marcom)
Owner Address: 2309 7 Lakes S., West End, NC 27376-9601

Parcel 7

Site Address: 8717 Castleberry Road
PIN: 0723023450
Deed Reference (book/page): 16865/2012
Acreage: 2.92
Owner: Thomas Russell Marcom (a/k/a Thomas R. Marcom); and spouse, Nancy Marcom (a/k/a Nancy L. Marcom)
Owner Address: 2309 7 Lakes S., West End, NC 27376-9601

Parcel 8

Site Address: 8705 Castleberry Road
PIN: 0723026951
Deed Reference (book/page): Wake County Estate File Number 22-E-2448 for Tempie Grace Mills Marcom
Acreage: 0.19
Owner: Deborah Kay Marcom Strickland (a/k/a Deborah M. Strickland and Deborah Kay Marcom); Thomas Russell Marcom (a/k/a Thomas R. Marcom); and Sonya Beth Marcom Ammons (a/k/a Sonya Ammons and Sonya Jones)
Owner Address: 2309 7 Lakes S., West End, NC 27376-9601

<PUD REZONING> CASTLEBERRY RESERVE

RIPARIAN BUFFERS AND WETLANDS:
RIPARIAN BUFFERS AND WETLANDS LOCATED ON SITE BY S&EC TO BE CONFIRMED BY THE US ARMY CORPS OF ENGINEERS AND TOWN OF APEX (APEX ID #22-018).



NC License #P-0673

APPLICANT
INSPIRE COMMERCIAL, LLC
MAC PATEL
1124 GROGANS MILL DRIVE
CARY, NC 27519
(919) 413-2120

LAND USE ATTORNEY
PARK, POE, ADAMS, & BERNSTEIN LLP
MATTHEW CARPENTER
301 FAYETTEVILLE STREET SUITE 1400
RALEIGH, NC 27601
(919) 835-4032
www.ParkerPoe.com

ENGINEER/LAND PLANNER
PEAK ENGINEERING & DESIGN, PLLC
JEFF ROACH, P.E.
1125 APEX PEAKWAY
APEX, NC 27502
(919) 439-0100
www.PeakEngineering.com

SURVEYOR
BATEMAN CIVIL SURVEY COMPANY
STEVEN CARSON
2524 RELIANCE AVENUE
APEX, NC 27502
(919) 577-1080
www.BatemanCivilSurvey.com

ENVIRONMENTAL CONSULTANT
SOIL & ENVIRONMENTAL CONSULTANTS, PA
STEVEN BALL, RF, PWS
8412 FALLS OF NEUSE ROAD, SUITE 104
RALEIGH, NC 27615
(919) 846-5900
www.SandEC.com

TRAFFIC ENGINEER
KIMLEY-HORN AND ASSOCIATES
LYLE OVERCASH, P.E.
421 FAYETTEVILLE STREET SUITE 600
RALEIGH, NC 27601
(919) 677-2000
www.Kimley-Horn.com

8639 CASTLEBERRY ROAD
APEX, NORTH CAROLINA 27523
PROJECT NUMBER: 220602

PROPERTY DATA

Parcel	Property Owner	Site Address	PIN	Deeded Acreage	Deed Book/Plat Book
Parcel 1	Slickland, Deborah & Ronnie	8633 Castleberry Road	0723-12-5145	2.38 acres	DB2284 Pg124
Parcel 2	Cotrifo, Bridget & Paul Anthony	8635 Castleberry Road	0723-11-5892	3.37 acres	DB18917 Pg1189
Parcel 3	Strickland, Deborah Kay Marcom Ammons, Sony Beth Marcom Marcom, Thomas Russell	8637 Castleberry Road Wake County Estate File Number 22-E-2448 for Temple Grace Mills Marcom	0723-11-3507	1.94 acres	DB18975 Pg1401
Parcel 4	Strickland, Deborah Kay Marcom Ammons, Sony Beth Marcom Marcom, Thomas Russell	8639 Castleberry Road Wake County Estate File Number 22-E-2448 for Temple Grace Mills Marcom	0723-11-1191	68.82 acres	DB19-E Pg0000
Parcel 5	Ammons, Sonya Beth Marcom Ammons, Steve (spouse)	8649 Castleberry Road Apex, NC 27523-9695	0723-12-0194	3.00 acres	DB3292 Pg 220
Parcel 6	Marcom, Thomas Russell & Nancy	8709 Castleberry Road 2309 7 Lakes S. West End, NC 27376-9601	0723-02-4085	7.29 acres	DB16865 Pg2012
Parcel 7	Marcom, Thomas Russell & Nancy	8717 Castleberry Road 2309 7 Lakes S. West End, NC 27376-9601	0723-02-3450	2.92 acres	DB16865 Pg2012
Parcel 8	Strickland, Deborah Kay Marcom Ammons, Sony Beth Marcom Marcom, Thomas Russell	8705 Castleberry Road Wake County Estate File Number 22-E-2448 for Temple Grace Mills Marcom	0723-02-6951	0.19 acres	DB005048 Pg 325
Total Deeded Acreage:				89.90 acres	3,916,211 sf
(survey data provided by Bateman Civil Survey Company)					

SITE DATA TABLE

Township:	White Oak Township		
Flood Zone Information:	Firm Panel 3720072300K effective July 19, 2022 does not show the presence of flood zones on the properties (flood zones are located within 100' of the assembly)		
Watershed Information:	Primary Watershed Protection Overlay District, White Oak Creek, Cape Fear River Basin		
Historical:	NC SHPO does not show any existing historical structures A cemetery does exist within the property assemblage (~0.30 acres and 59 gravesites)		
Annexation:	Annexation required as the property is located OUTSIDE of the Apex ETJ		
Existing Zoning:	R-80W (Wake County)		
Proposed Zoning:	PUD - CZ (Planned Unit Development - Conditional Zoning)		
Existing 2045 Land Use Map:	Rural Density Residential		
Proposed 2045 Land Use Map:	Low Density Residential		
Existing Use:	Single-family Residential and vacant		
Proposed Uses:	Single-family Park, active Park, passive Utility, minor	Accessory apartment * Greenway Recreation facility, private	
* Homeowners Association covenants shall not restrict the construction of Accessory apartments			
Maximum Number of Lots:	148 dwelling units		
Proposed Project Density:	1.65 dwelling units/acre or less		
Lots:	Min Lot Size	Min Lot Width	Max Building Height
Northern District Single-Family detached	8,000 SF	60 feet	45 feet (3 stories)
Southern District Single-Family detached	10,000 SF	75 feet	45 feet (3 stories)
Building Setbacks (minimum setbacks unless otherwise noted):	Residential	Private Recreation Facility	
Front:	10 feet	10 feet	
Front (garage):	20 feet from sidewalk or back-of-curb	N/A	
Rear:	10 feet	10 feet	
Side:	5 feet	10 feet	
Side (Corner Lot):	10 feet	10 feet	
From Buffer or RCA	10 feet	10 feet	
Parking setback from buffer or RCA	5 feet	5 feet	
Parking Requirements:	Single Family Detached: 2 spaces/dwelling unit required Single Family parking provided by driveway and garage (min 2 spaces/lot) Private Recreation Facility: Parking shall be based upon size and use within the recreation facility		
Maximum Built Upon Area:	40.45 acres or 45% (per zoning condition)		
RCA Required:	RCA is not require for residential density < 2.0 DU/acre (UDO Section 8.1) 5% RCA (~4.5 acres) required per UDO 7.2.5.B		
Grading:	Site to be "Mass Graded" (per zoning condition, 20% RCA provided shall satisfy additional 5% RCA required for Mass Grading)		
% of lots graded prior to first plat:	50% (limited by Apex UDO to a maximum acreage for mass grading) maximum of 20 acres of clearing for single-family detached developments		
% of pre-development drainage areas preserved within their natural basins:	90%		



PROJECT AERIAL SCALE: 1" = 800'



VICINITY MAP SCALE: 1" = 800'

INDEX OF DRAWINGS:

- C000 COVER SHEET
- C001 EXISTING CONDITIONS
- C002 EXISTING CONDITIONS TREE SURVEY
- C100 CONCEPTUAL SITE PLAN/
CONCEPTUAL UTILITY PLAN

REZONING CASE #23CZ04
SUBMITTED FEBRUARY 1, 2023

PARKS AND RECREATION DATA TABLE

DATE REVIEWED BY PRCR ADVISORY COMMISSION: APRIL 26, 2023
FEE-IN-LIEU: 2023 RATES
SINGLE-FAMILY DETACHED UNITS \$4,016.66 / DWELLING UNIT x ____ UNITS = \$____
SINGLE-FAMILY ATTACHED UNITS \$0.00 / DWELLING UNIT
MULTI-FAMILY UNITS \$0.00 / DWELLING UNIT

ACRES OF LAND DEDICATION: n/a ACRES
PUBLIC GREENWAY TRAIL CONSTRUCTION YES ___ NO X__

The PRCR Advisory Commission unanimously recommended a fee-in-lieu of dedication for 179 single family detached residential units at their April 26th, 2023 meeting. If approved by Town Council in 2023 the rate would be \$4,016.66 per single-family detached residential unit and would run the life of the project unless additional acreage or units were added to the project. The fee-in-lieu of dedication is paid at the time of final subdivision plat.

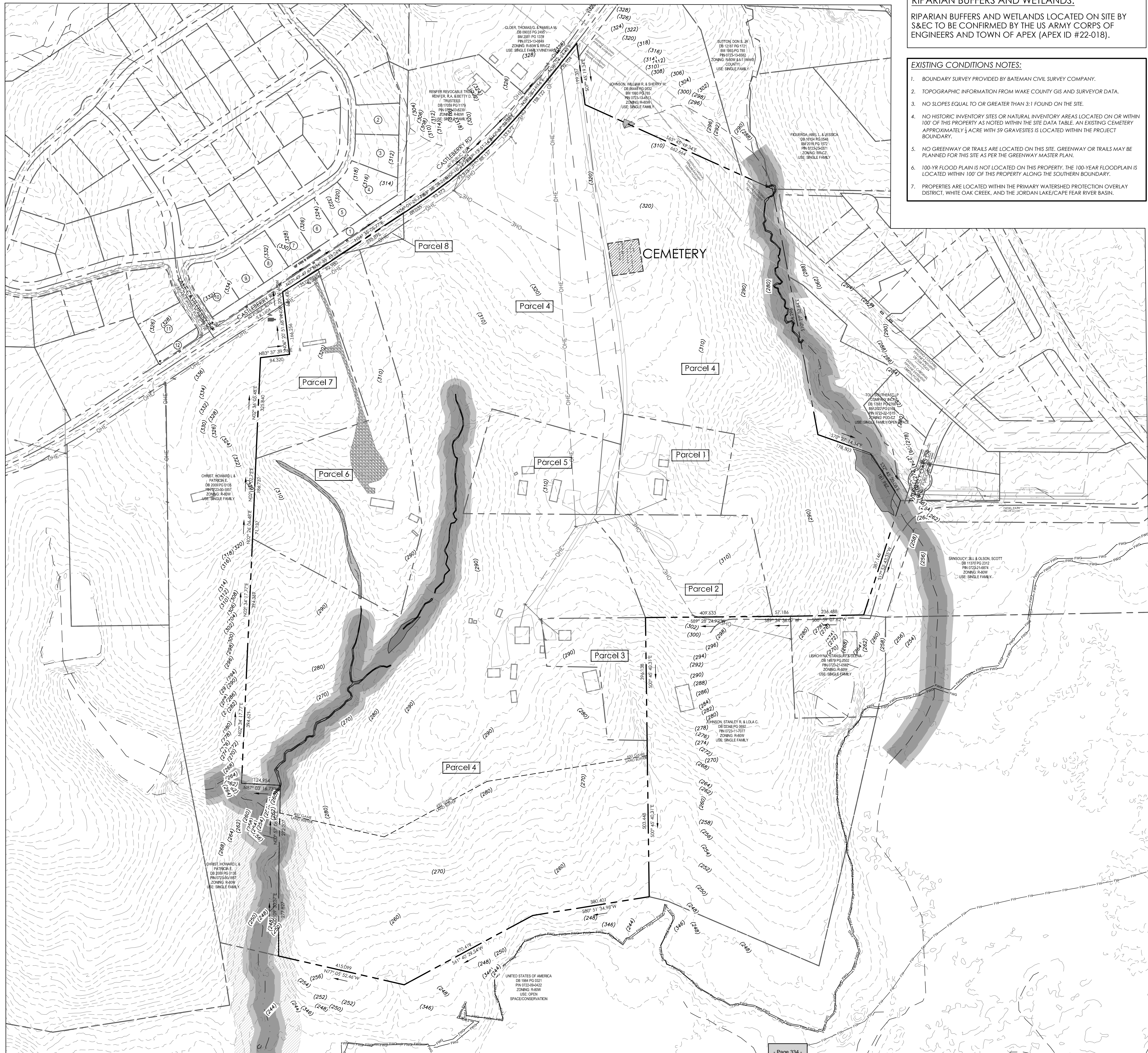
Project:
CASTLEBERRY RESERVE
8639 CASTLEBERRY ROAD
WHITE OAK TOWNSHIP
APEX, NORTH CAROLINA 27523



NO.	DATE	REVISION
1	APRIL 8, 2023	TOWN OF APEX - 1st ZONING COMMENTS
2	MAY 2, 2023	TOWN OF APEX - 2nd ZONING COMMENTS
3	AUGUST 30, 2023	TOWN OF APEX - ZONING COMMENTS

title:
PUD
COVER SHEET

proj #:
220602
date:
FEBRUARY 1, 2023
dwg by: chkd by:
FS JR
scale:
As Noted
sheet:
C000
(PUD PLAN)



RIPARIAN BUFFERS AND WETLANDS:

RIPARIAN BUFFERS AND WETLANDS LOCATED ON SITE BY S&EC TO BE CONFIRMED BY THE US ARMY CORPS OF ENGINEERS AND TOWN OF APEX (APEX ID #22-018).

EXISTING CONDITIONS NOTES:

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LEGEND

- STREAM BUFFERS
- EX CEMETERY (1-0.30 ACRES & 59 GRAVESITES)
- PROJECT PERIMETER BOUNDARY

PLAN SHEETS ARE INTENDED FOR ILLUSTRATIVE PURPOSES ONLY

SITE AND UTILITY NOTES:

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ADJACENT PROPERTIES (LAKE CASTLEBERRY)

1 LAKE CASTLEBERRY OWNER ASSOC. INC. DB 17554 PG 0545 BM 2017 PG 1573 PIN 0723-02-5914 ZONING: LD-C2 USE: SINGLE FAMILY OPEN SPACE	5 DABABE, PREETAM & JAVKHEDKAR, APURVA DB 18137 PG 2425 BM 2017 PG 1573 PIN 0723-03-4050 ZONING: LD-C2 USE: SINGLE FAMILY	9 JAISWAL, VISHAL S. & SHWETA V. DB 18514 PG 2029 BM 2017 PG 1572 PIN 0723-02-1759 ZONING: LD-C2 USE: SINGLE FAMILY
2 CARONE, MICHAEL & KRISTINA DB 17304 PG 0228 BM 2017 PG 1573 PIN 0723-03-5278 ZONING: LD-C2 USE: SINGLE FAMILY	6 LAMBE, MORGAN T. & MATTHEW T. DB 18199 PG 1629 BM 2017 PG 1572 PIN 0723-02-3974 ZONING: LD-C2 USE: SINGLE FAMILY	10 PALAKODETI, ANUPAMA & DINAVAH, VENKATA C. DB 19127 PG 24869 BM 2017 PG 1572 PIN 0723-02-0744 ZONING: LD-C2 USE: SINGLE FAMILY
3 WAHL, JAMES & LAURA DB 17331 PG 2483 BM 2017 PG 1573 PIN 0723-03-5178 ZONING: LD-C2 USE: SINGLE FAMILY	7 RAMAKRISHNAN, DINESHBABU & KOTHANDARAMAN, MOUSHMI DB 18624 PG 2542 BM 2017 PG 1572 PIN 0723-02-2899 ZONING: LD-C2 USE: SINGLE FAMILY	11 PATEL, VISHAL & KESHA DB 18352 PG 1555 BM 2016 PG 1289 PIN 0713-92-8691 ZONING: LD-C2 USE: SINGLE FAMILY
4 REYNOLDS, KATIE C. & ROBERT J. DB 17894 PG 2950 BM 2017 PG 1573 PIN 0723-03-5047 ZONING: LD-C2 USE: SINGLE FAMILY	8 LATORE, JOSEPH A. & ERIN M. DB 18154 PG 2001 BM 2017 PG 1572 PIN 0723-02-2814 ZONING: LD-C2 USE: SINGLE FAMILY	12 LAKE CASTLEBERRY OWNERS ASSOC INC. DB 17554 PG 0543 BM 2016 PG 1289 PIN 0713-92-9535 ZONING: LD-C2 USE: SINGLE FAMILY/OPEN SPACE

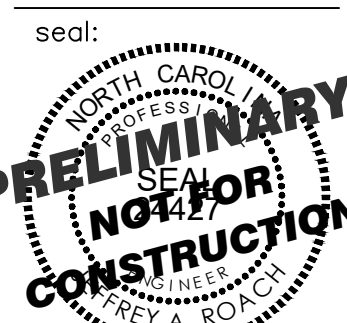
1 EXISTING CONDITIONS PLAN
SCALE: 1"=150'

0 75 150 300
SCALE: 1"= 150'



NC License #P-0673

Project: **CASTLEBERRY RESERVE**
8639 CASTLEBERRY ROAD
WHITE OAK TOWNSHIP
APEX, NORTH CAROLINA 27523

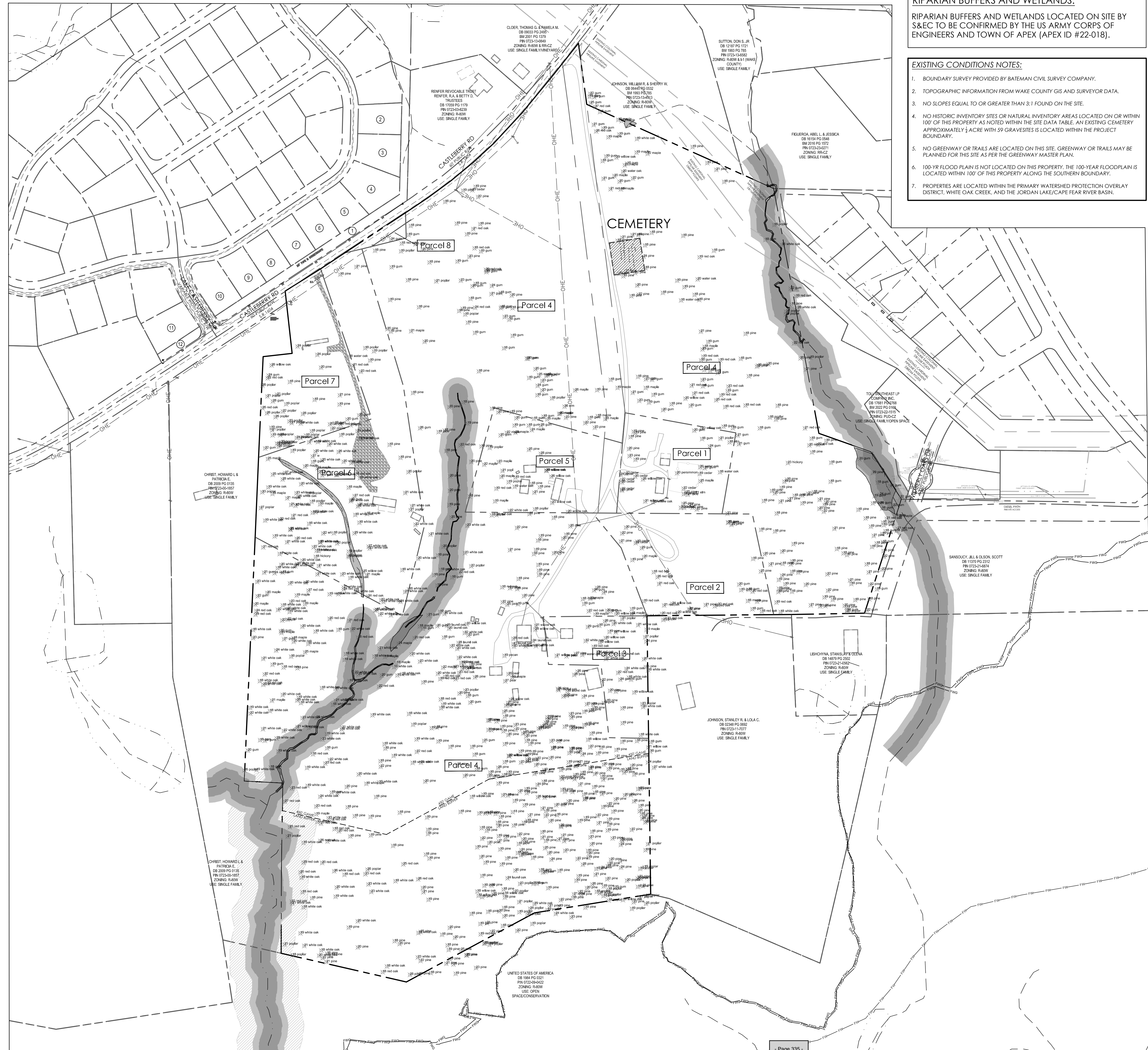


NO.	DATE	REVISION	BY
1	APRIL 2, 2023	TOWN OF APEX - 1st ZONING COMMENTS	JR
2	MAY 2, 2023	TOWN OF APEX - 2nd ZONING COMMENTS	JR
3	AUGUST 30, 2023	TOWN OF APEX - ZONING COMMENTS	JR

title: **EXISTING CONDITIONS PLAN**

proj #: **220602**
date: **FEBRUARY 1, 2023**
dwg by: **chkd by: FS JR**
scale: **As Noted**

sheet: **C001**
(PUD PLAN)



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REQUIRED PLAN NOTES:

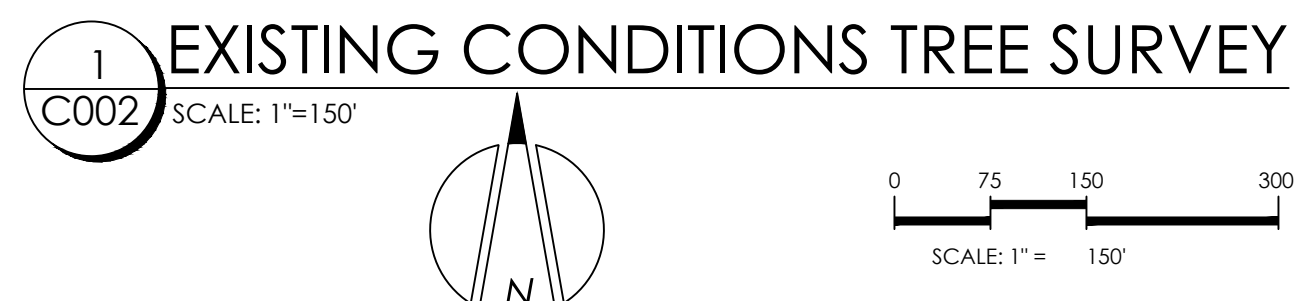
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ALL LARGE TREES ON-SITE HAVE BEEN INCLUDED FOR REFERENCE ONLY. FUTURE PRESERVATION AND AVOIDANCE OF EXISTING VEGETATION TO BE COORDINATED WITH STAFF.

PLAN SHEETS ARE INTENDED FOR ILLUSTRATIVE PURPOSES ONLY

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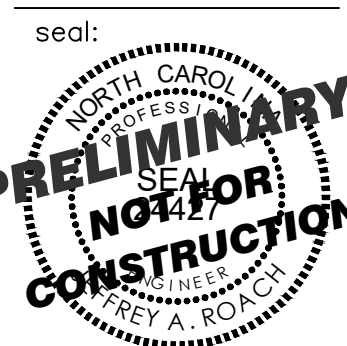


1 EXISTING CONDITIONS TREE SURVEY
 SCALE: 1"=150'



NC License #P-0673

Project: **CASTLEBERRY RESERVE**
 8639 CASTLEBERRY ROAD
 WHITE OAK TOWNSHIP
 APEX, NORTH CAROLINA 27523

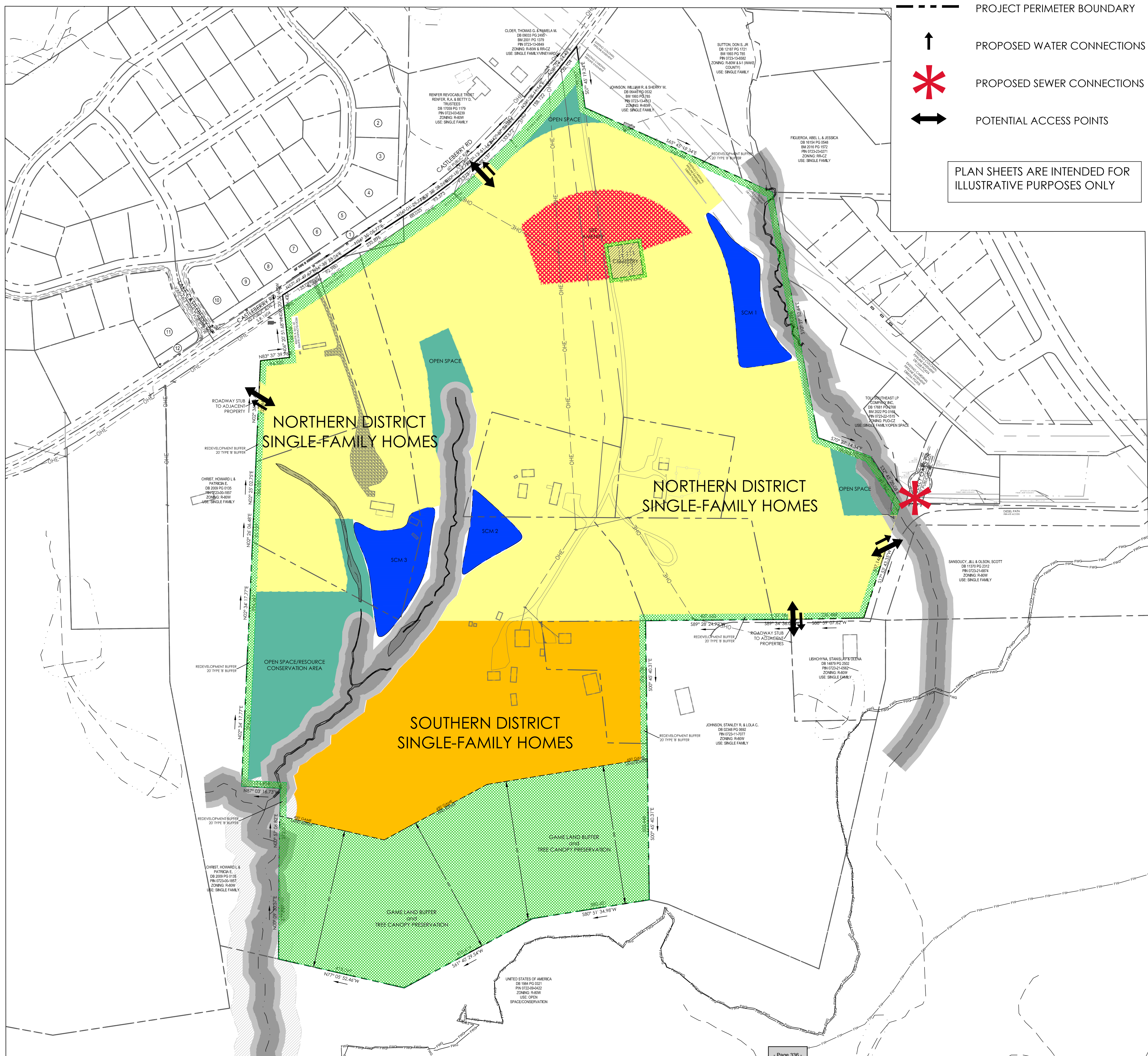


NO.	DATE	REVISION	BY
1	APRIL 9, 2023	TOWN OF APEX - 2nd ZONING COMMENTS	JR
2	MAY 2, 2023	TOWN OF APEX - 2nd ZONING COMMENTS	JR
3	AUGUST 30, 2023	TOWN OF APEX - ZONING COMMENTS	JR

title: **EXISTING CONDITIONS TREE SURVEY**

proj #: **220602**
 date: **FEBRUARY 1, 2023**
 dwg by: **chkd by: FS JR**
 scale: **As Noted**

sheet: **C002**
 (PUD PLAN)

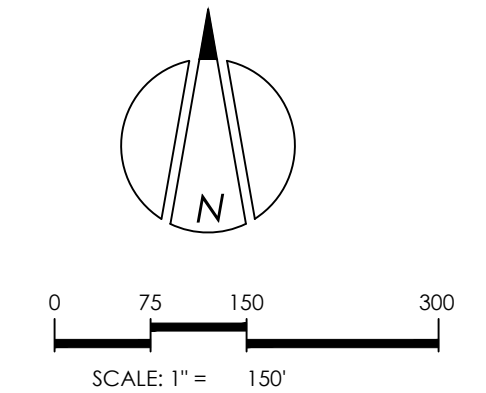


PLAN SHEETS ARE INTENDED FOR ILLUSTRATIVE PURPOSES ONLY

- POSSIBLE SITE AMENITY
- BUFFERS/RCA/ OPEN SPACE
- STREAM BUFFERS
- SINGLE FAMILY 8,000 SF MINIMUM
- SINGLE FAMILY 10,000 SF MINIMUM
- EX CEMETERY (- 0.30 ACRES & 59 GRAVESITES)

- SITE AND UTILITY NOTES:**
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POTENTIAL ACCESS POINTS:
 Potential Access Points shown on the Conceptual Site Plan / Conceptual Utility Plan (C100) are not shown in exact locations but show required connections. Connections can only be removed from the subdivision connectivity requirements of the PUD if the developer shows to the satisfaction of the Planning Director, in consultation with the Technical Review Committee (TRC), that the construction of the connection would be impractical based on environmental conditions found in the field at the time of Master Subdivision Plan approval.

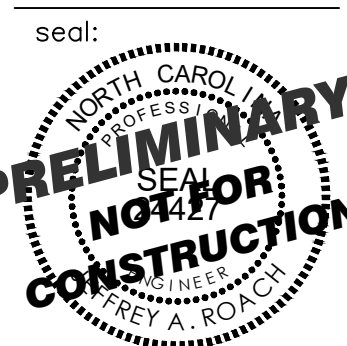


**CONCEPTUAL SITE PLAN/
 CONCEPTUAL UTILITY PLAN**
 SCALE: 1"=150'



NC License #P-0673

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 APEX, NORTH CAROLINA 27523



NO.	DATE	REVISION	BY
1	APRIL 8, 2023	TOWN OF APEX - 2nd ZONING COMMENTS	JR
2	MAY 2, 2023	TOWN OF APEX - 2nd ZONING COMMENTS	JR
3	AUGUST 30, 2023	TOWN OF APEX - ZONING COMMENTS	JR

title:
**CONCEPTUAL SITE PLAN/
 CONCEPTUAL UTILITY PLAN**

proj #:
 220602
 date:
FEBRUARY 1, 2023
 dwg by: chkd by:
 FS JR
 scale:
 As Noted

sheet:
C100
 (PUD PLAN)

Traffic Impact Analysis

Castleberry Trails Apex, NC

Prepared for:
Inspire Commercial, LLC

Kimley»Horn

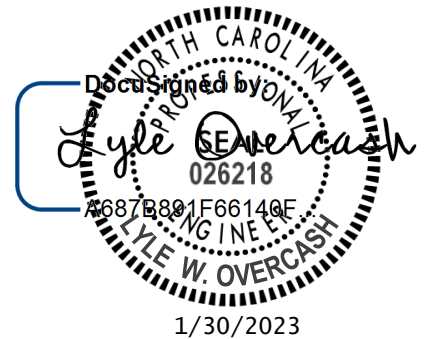
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**Traffic Impact Analysis
for
Castleberry Trails
Apex, North Carolina**

**Prepared for:
Inspire Commercial, LLC
Cary, NC**

**Prepared by:
Kimley-Horn and Associates, Inc.
NC License #F-0102
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(919) 677-2000**

**January 2023
016070000**



1/30/2023

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Executive Summary

Kimley-Horn and Associates, Inc. has performed a Traffic Impact Analysis for the Castleberry Trails development, a proposed single-family project located south of Castleberry Road and west of Wimberly Road in Apex, North Carolina. The property is currently vacant, and as currently envisioned will consist of approximately 170 single-family homes. The development is proposed to be accessed via one driveway on Castleberry Road and one connection to Wimberly Oaks Drive, and build-out of the project is anticipated in the year 2026.

This report presents trip generation, distribution, traffic analyses, and recommendations for transportation improvements required to meet anticipated traffic demands in conjunction with the development. The traffic conditions studied include the existing (2022) traffic condition as well as the projected (2026) background and build-out traffic conditions.

As shown in Table ES-1, the proposed development has the potential to generate 1,644 new trips during a typical weekday with 121 new trips during the AM peak hour and 164 new trips during the PM peak hour.

Table ES-1 ITE Traffic Generation (Vehicles)												
Land Use Code	Land Use	Intensity		Daily			AM Peak Hour			PM Peak Hour		
				In	Out	Total	In	Out	Total	In	Out	Total
210	Single-Family Detached Housing	170	d.u.	822	822	1,644	31	90	121	103	61	164

Capacity analyses were performed using Synchro Version 11 software. Table ES-2 summarizes the operation of the study intersections for the AM and PM peak hour traffic conditions.

Table ES-2 - Level of Service Summary

Intersection and Approach/Movement	Traffic Control	Existing (2022) Traffic		Background (2026) Traffic		Build-out (2026) Traffic	
		AM	PM	AM	PM	AM	PM
Green Level West Road at Wimberly Road	Unsignalized	- (-)	- (-)	- (-)	- (-)	- (-)	- (-)
Northbound		A (9.7)	B (10.1)	B (12.3)	B (13.4)	B (13.1)	C (15.0)
Westbound Left		A (7.6)	A (7.7)	A (8.3)	A (8.3)	A (8.3)	A (8.5)
Wimberly Road at Castleberry Road	Unsignalized	- (-)	- (-)	- (-)	- (-)	- (-)	- (-)
Eastbound		A (9.4)	A (9.9)	B (10.1)	B (10.9)	B (10.9)	B (12.2)
Northbound Left		A (7.4)	A (7.5)	A (7.6)	A (7.6)	A (7.6)	A (7.8)
Wimberly Road at Wimberly Oaks Drive	Unsignalized	- (-)	- (-)	- (-)	- (-)	- (-)	- (-)
Eastbound		A (9.2)	A (9.4)	A (9.9)	B (10.3)	B (10.1)	B (10.6)
Northbound Left		A (7.4)	A (7.4)	A (7.6)	A (7.6)	A (7.6)	A (7.7)
Green Level Church Road at Green Level West Road	Signalized	B (16.3)	B (19.2)	E (57.4)	E (69.0)	E (63.6)	E (74.4)
Eastbound		C (24.3)	C (25.2)	F (99.8)	F (82.5)	F (120.2)	F (90.6)
Westbound		C (28.8)	C (33.7)	E (57.2)	E (79.7)	E (57.3)	F (90.8)
Northbound		A (9.6)	A (8.0)	C (31.8)	D (39.8)	C (32.0)	D (41.9)
Southbound		B (16.7)	B (18.7)	E (56.4)	F (80.0)	E (56.3)	E (76.3)
Castleberry Road at Site Driveway	Unsignalized	N/A				- (-)	- (-)
Northbound		N/A				A (8.8)	A (8.8)
Westbound Left		N/A				A (7.4)	A (7.4)

Committed Improvements

The following roadway improvements are committed to be performed by the Duke Health – Travis Staten (18-TAR-430A) development:

Green Level West Road at Green Level Church Road

- Provide a northbound right-turn lane with 100 feet of storage
- Provide a westbound right-turn lane with 150 feet of storage
- Extend the storage length of the existing southbound left-turn lane to 150 feet
- Adjust signal timings

The following roadway improvements are committed to be performed by the Freedom Square development:

Green Level West Road at Green Level Church Road

- Extend the storage length of the existing eastbound left-turn lane into the Two-Way Left-Turn Lane

Proposed Improvements

The following improvements are proposed to be performed in conjunction with the proposed development:

Castleberry Road at Site Driveway

- Construct a southern leg with stop control and one ingress lane and one egress lane

Conclusions











All study intersections, with exception of Green Level West Road at Green Level Church Road are expected to operate at an acceptable LOS in all traffic conditions analyzed with only minor increases in delays and queues due to site traffic.

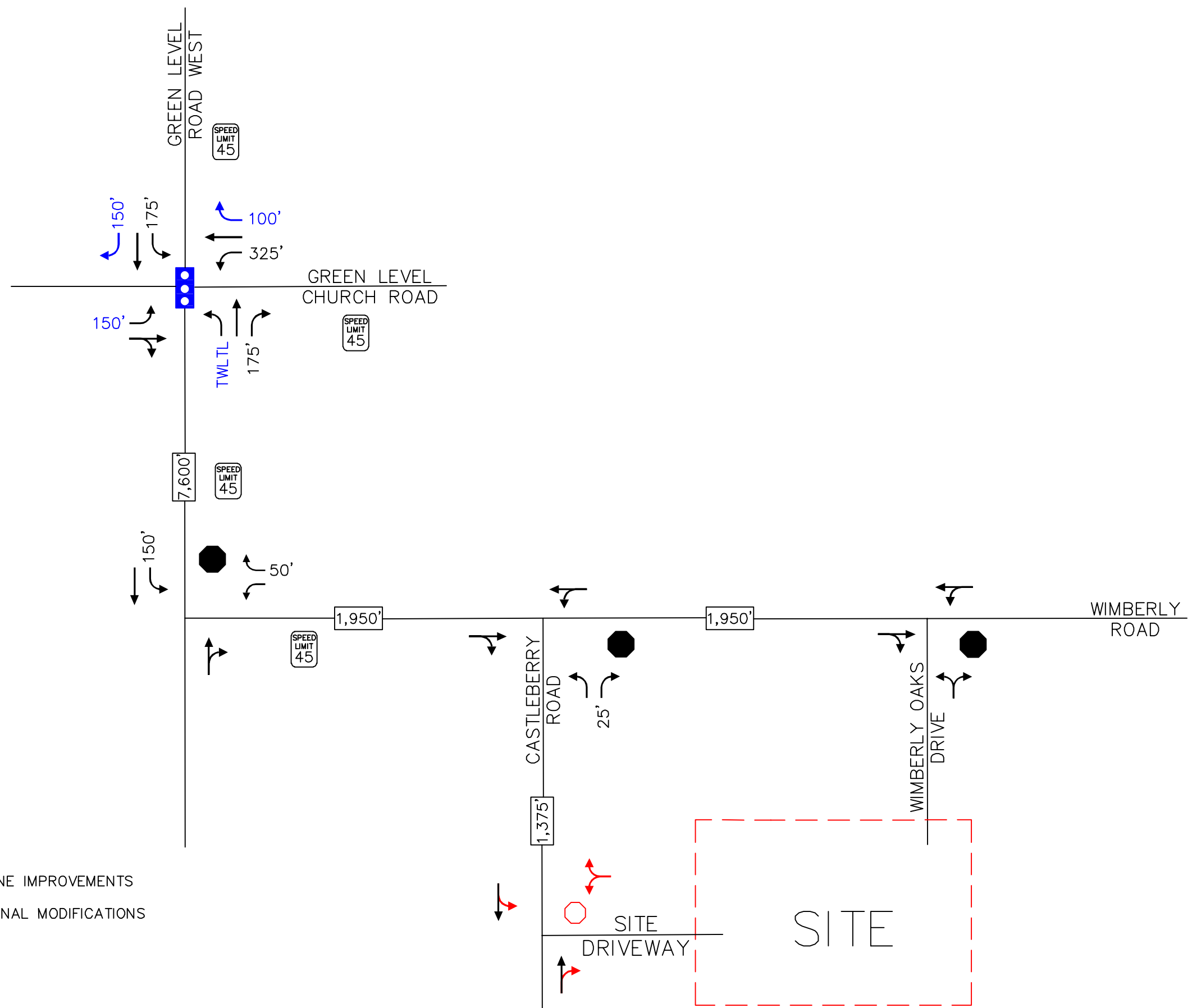
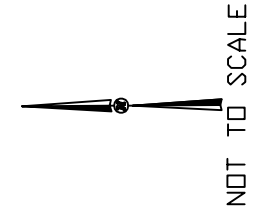
The intersection of Green Level West Road at Green Level Church Road is expected to operate at an overall LOS E under future traffic conditions during both peak hours; however, the proposed development is expected to have a minimal impact at this intersection. There is expected to be a significant increase of traffic in the future conditions due to the approved developments. The approved developments are expected to have a 38.2% overall impact on this intersection during the AM peak hour and a 40.2% impact during the PM peak hour.

Per the Town of Apex Unified Development Ordinance (UDO), intersection that are projected to operate worse than an overall LOS D shall propose geometric or traffic control improvements to minimize the increase in average overall intersection delay when traffic generated by the proposed development is at least 10% of the projected AM or PM peak hour traffic at the intersection. The proposed Castleberry Trails residential development is expected to have a 2% overall impact in the AM peak hour and a 2.5% overall impact in the PM peak hour at the

intersection of Green Level West Road at Green Level Church Road. Therefore, no improvements by the proposed development are recommended at this intersection.

The build-out roadway laneage is shown on **Figure ES-1**.

- LEGEND**
-  EXISTING LANE
 -  EXISTING STOP SIGN
 -  EXISTING TRAFFIC SIGNAL
 -  RECOMMENDED LANE
 -  RECOMMENDED STOP SIGN
 -  APPROVED DEVELOPMENT LANE IMPROVEMENTS
 -  APPROVED DEVELOPMENT SIGNAL MODIFICATIONS
 -  POSTED SPEED LIMIT
 -  STORAGE LENGTH
 -  INTERSECTION SPACING



CASTLEBERRY TRAILS
APEX, NC
TRAFFIC IMPACT ANALYSIS

BUILD-OUT ROADWAY LANEAGE

FIGURE
ES-1

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY KIMLEY-HORN AND ASSOCIATES, INC. SHALL BE WITHOUT LIABILITY TO KIMLEY-HORN AND ASSOCIATES, INC.

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1.0 Introduction

Kimley-Horn and Associates, Inc. has performed a Traffic Impact Analysis for the Castleberry Trails development, a proposed single-family project located south of Castleberry Road and west of Wimberly Road in Apex, North Carolina. The property is currently vacant, and as currently envisioned will consist of approximately 170 single family homes. The development is proposed to be accessed via one driveway on Castleberry Road and one connection to Wimberly Oaks Drive, and build-out of the project is anticipated in the year 2026.

This report presents trip generation, distribution, traffic analyses, and recommendations for transportation improvements required to meet anticipated traffic demands in conjunction with the development. The traffic conditions studied include the existing (2022) traffic condition as well as the projected (2026) background and build-out traffic conditions.

Town of Apex (Town), Town of Cary, and North Carolina Department of Transportation (NCDOT) transportation staff were consulted regarding the elements to be covered in this analysis.

2.0 Inventory

2.1 Study Area

The study area for this development includes the following intersections:

- Wimberly Road at Green Level West Road
- Wimberly Road at Castleberry Road
- Wimberly Road at Wimberly Oaks Drive
- Green Level West Road at Green Level Church Road
- Castleberry Road at Site Driveway

Figure 2.1 shows the site location. The conceptual site plan is shown on **Figure 2.2**.

2.2 Existing Conditions

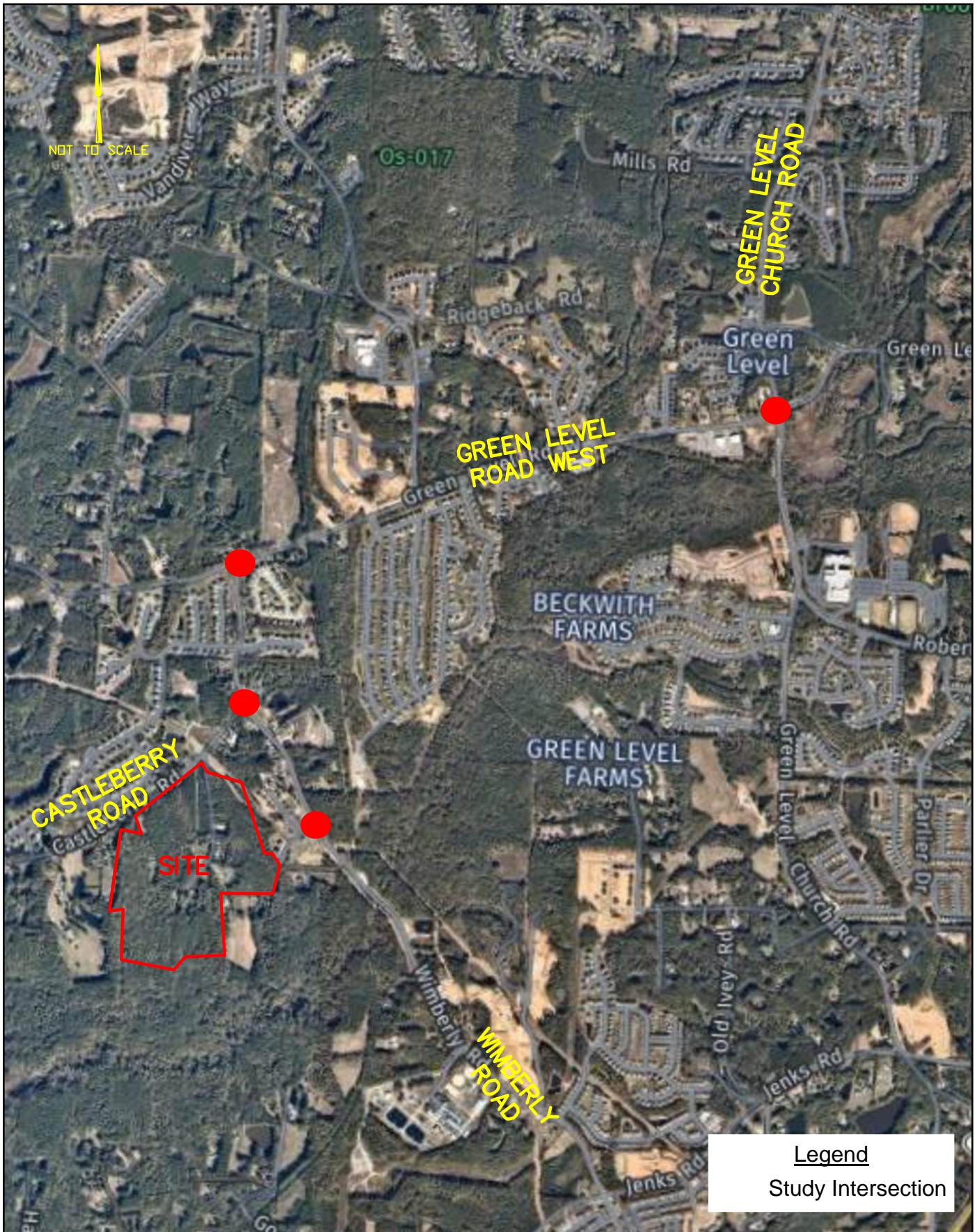
The Castleberry Trails residential development is proposed to be located south of Castleberry Road and west of Wimberly Road in Apex, North Carolina. Roadways in the study area include Wimberly Road, Green Level West Road, Castleberry Road, and Green Level Church Road. The existing roadway laneage is shown in **Figure 2.3**.

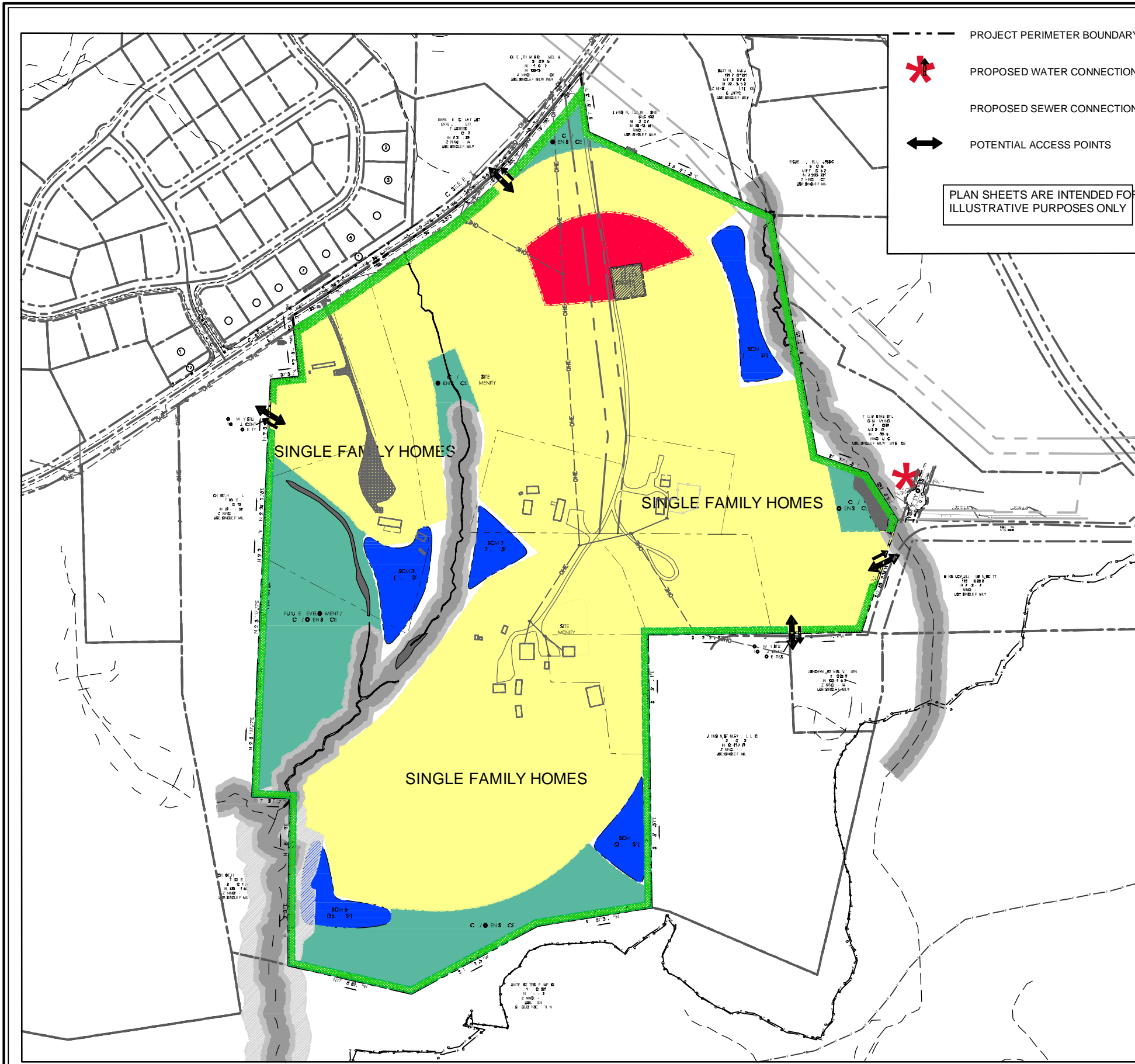
Wimberly Road is a 2-lane undivided roadway with a posted speed limit of 45 miles per hour (mph). The estimated 2015 annual average daily traffic (AADT) volume from NCDOT is 900 vehicles per day (vpd) south of Green level West Road. Wimberly Road is designated to be a 2-lane section per the Town of Apex Thoroughfare and Collector Street Plan.

Green Level West Road is a 2-lane undivided roadway with a posted speed limit of 45 mph. The estimated 2019 ADT volume from NCDOT is 2,500 vpd west of Wimberly Road. Green Level West Road is designated to be widened to a 4-lane roadway with a median on the Town of Apex Thoroughfare and Collector Street Plan.

Castleberry Road is a 2-lane undivided roadway with an assumed speed limit of 25 mph. The estimated 2022 AADT volume is approximately 800 vpd west of Wimberly Road.

Green Level Church Road is a 2-lane undivided roadway with a posted speed limit of 45 mph. The estimated 2017 ADT volume from NCDOT is 8,400 vpd north of Green Level West Road. South of Green Level West Road, Green Level Church Road is designated to be widened to a 4-lane roadway with a median on the Town of Apex Thoroughfare and Collector Street Plan.



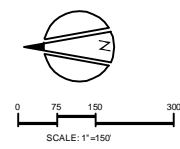


PLAN SHEETS ARE INTENDED FOR ILLUSTRATIVE PURPOSES ONLY

- PROJECT PERIMETER BOUNDARY
- PROPOSED WATER CONNECTIONS
- PROPOSED SEWER CONNECTIONS
- POTENTIAL ACCESS POINTS
- POSSIBLE SITE AMENITY
- BUFFERS/RCA
- SINGLE FAMILY - DETACHED
- EX CEMETERY

- SITE AND UTILITY NOTES:**
- DEVELOPMENT ACCESS AND STUB STREET LOCATIONS SHALL BE FINALIZED AT MASTER SUBDIVISION PLAN DESIGN AND APPROVAL.
 - FINAL RESOURCE CONSERVATION AREA (RCA), OPEN SPACE, AND PLAY LAWN LOCATIONS SHALL BE COORDINATED WITH STAFF AND BUILDER DURING MASTER SUBDIVISION PLAN DESIGN AND APPROVAL.
 - ALL ZONING PLAN SHEETS ARE PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY. FINAL DESIGN COMPONENTS ARE DETERMINED AT MASTER SUBDIVISION PLAN.
 - REFER TO PD TEXT DOCUMENTS FOR A LIST OF ALLOWABLE USES, ZONING CONDITIONS, AND OTHER DESIGN STANDARDS FOR THE DEVELOPMENT.
 - ENVIRONMENTAL FEATURES ARE SUBJECT TO FINAL REVIEW CONCURRENCE WITH VARIOUS REGULATING AGENCIES.
 - PUBLIC PEDESTRIAN AND VEHICULAR ACCESS IS SHOWN FOR CONCEPTUAL PURPOSES AND ARE SUBJECT TO REVISIONS DURING THE MASTER SUBDIVISION PLAN DESIGN AND APPROVAL.
 - ALL SITE ELEMENTS ARE REQUIRED TO MEET OR EXCEED TOWN OF APEX, NCDOT, OR OTHER REVIEW AUTHORITY STANDARD DESIGN SPECIFICATIONS.
 - PROJECT WILL COMPLY WITH ADOPTED TOWN MASTER PLANS INCLUDING TRANSPORTATION, WATER, SEWER, AND GREENWAYS.
 - THE PROJECT IS REQUESTING FULL TOWN SERVICES, INCLUDING BUT NOT LIMITED TO WATER, SEWER AND ELECTRICITY.
 - THE PROJECT WILL NOT UTILIZE PRIVATE SEWAGE DISPOSAL.
 - NO SITE DEVELOPMENT ACTIVITY INCLUDING, BUT NOT LIMITED TO, TESTING, CLEARING, INSTALLATION OF SAE MEASURES, OR GRADING SHALL OCCUR UNTIL REQUIRED TREE PROTECTION FENCING HAS BEEN INSTALLED AND INSPECTED. A TREE PROTECTION FENCING INSTALLATION PERMIT MAY BE OBTAINED AT THE PLANNING DEPARTMENT OR ONLINE AT [HTTP://WWW.APEXNC.ORG/215/APPLICATIONS-SCHEDULES](http://www.apexnc.org/215/APPLICATIONS-SCHEDULES).
 - TREE PROTECTION FENCING MUST BE PLACED:
 - ONE FOOT AWAY FROM ANY SAVED TREE FOR EACH INCH OF DIAMETER AT BREAST HEIGHT;
 - ALONG THE OUTSIDE LINE OF THE 100-YEAR FLOODPLAIN AND THE OUTSIDE EDGE OF ANY RIPARIAN BUFFER; AND
 - AT LEAST 10 FEET AWAY FROM ANY OTHER DESIGNATED RCA SUCH AS, BUT NOT LIMITED TO, HISTORIC BUILDINGS AND STRUCTURES, WETLANDS, AND PONDS.
 - ADDITIONAL TREE 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.).

POTENTIAL ACCESS POINTS:
 Potential Access Points shown on the Conceptual Site Plan / Conceptual Utility Plan (C100) are not shown in exact locations but show required connections. Connections can only be removed from the subdivision connectivity requirements of the PUD if the developer shows to the satisfaction of the Planning Director, in consultation with the Technical Review Committee (TRC), that the construction of the connection would be impractical based on environmental conditions found in the field at the time of Master Subdivision Plan approval.



**CONCEPTUAL SITE PLAN/
 CONCEPTUAL UTILITY PLAN**
 SCALE: 1"=150'



NC License #P-0673

Project: **CASTLEBERRY ASSEMBLAGE**
 8639 CASTLEBERRY ROAD
 WHITE OAK TOWNSHIP
 APEX, NORTH CAROLINA 27523



DATE	DESCRIPTION

Title: **CONCEPTUAL SITE PLAN/
 CONCEPTUAL UTILITY PLAN**

proj #: 220602
 date: FEBRUARY 1, 2023
 dwg by: FS chkd by: JR
 scale: As Noted
 sheet: **C100**
 (PUD PLAN)







FIGURE 2.2

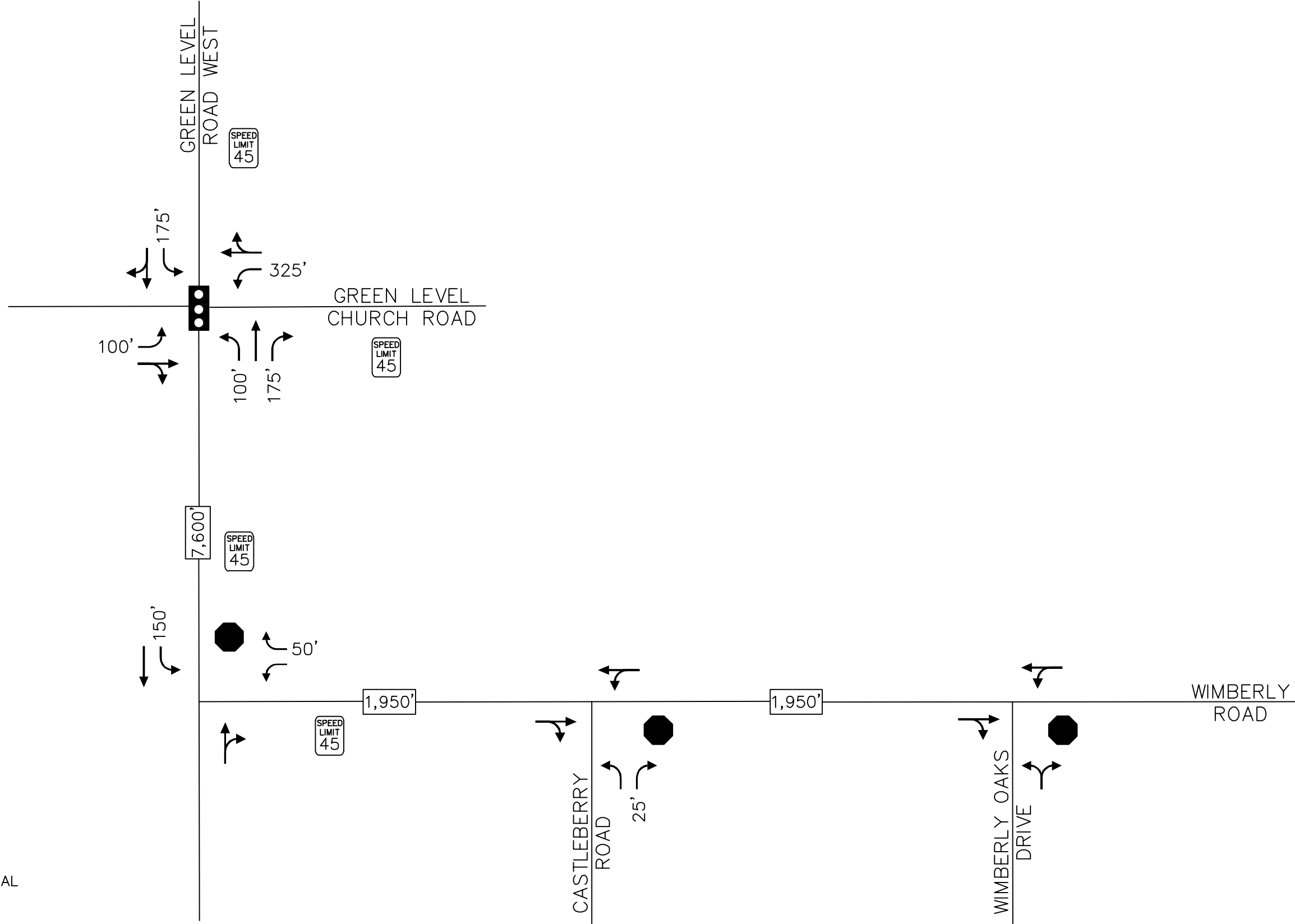
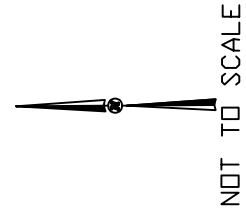
CONCEPTUAL SITE PLAN

CASTLEBERRY TRAILS
 APEX, NC
 TRAFFIC IMPACT ANALYSIS



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- LEGEND**
-  EXISTING LANE
 -  EXISTING STOP SIGN
 -  EXISTING TRAFFIC SIGNAL
 -  POSTED SPEED LIMIT
 -  STORAGE LENGTH
 -  XX'



CASTLEBERRY TRAILS
APEX, NC
TRAFFIC IMPACT ANALYSIS

EXISTING ROADWAY LANEAGE

FIGURE
2.3

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3.0 Traffic Generation

The traffic generation potential of the proposed development was determined using the traffic generation rates published in *Trip Generation* (Institute of Transportation Engineers, Eleventh Edition, 2021). As currently envisioned the development will consist of approximately 170 single-family homes. Table 3.0 summarizes the estimated traffic generation for the proposed development.

Land Use Code	Land Use	Intensity		Daily			AM Peak Hour			PM Peak Hour		
				In	Out	Total	In	Out	Total	In	Out	Total
210	Single-Family Detached Housing	170	d.u.	822	822	1,644	31	90	121	103	61	164

Table 3.0 shows the proposed development has the potential to generate 1,644 new trips during a typical weekday with 121 new trips during the AM peak hour and 164 new trips during the PM peak hour.

Detailed trip generation calculations are included in the Appendix of this report.

4.0 Site Traffic Distribution

The projected site-generated trips were assigned to the surrounding roadway network. The directional distribution and assignment for this development were based on a review of surrounding land uses and traffic patterns in the study area.

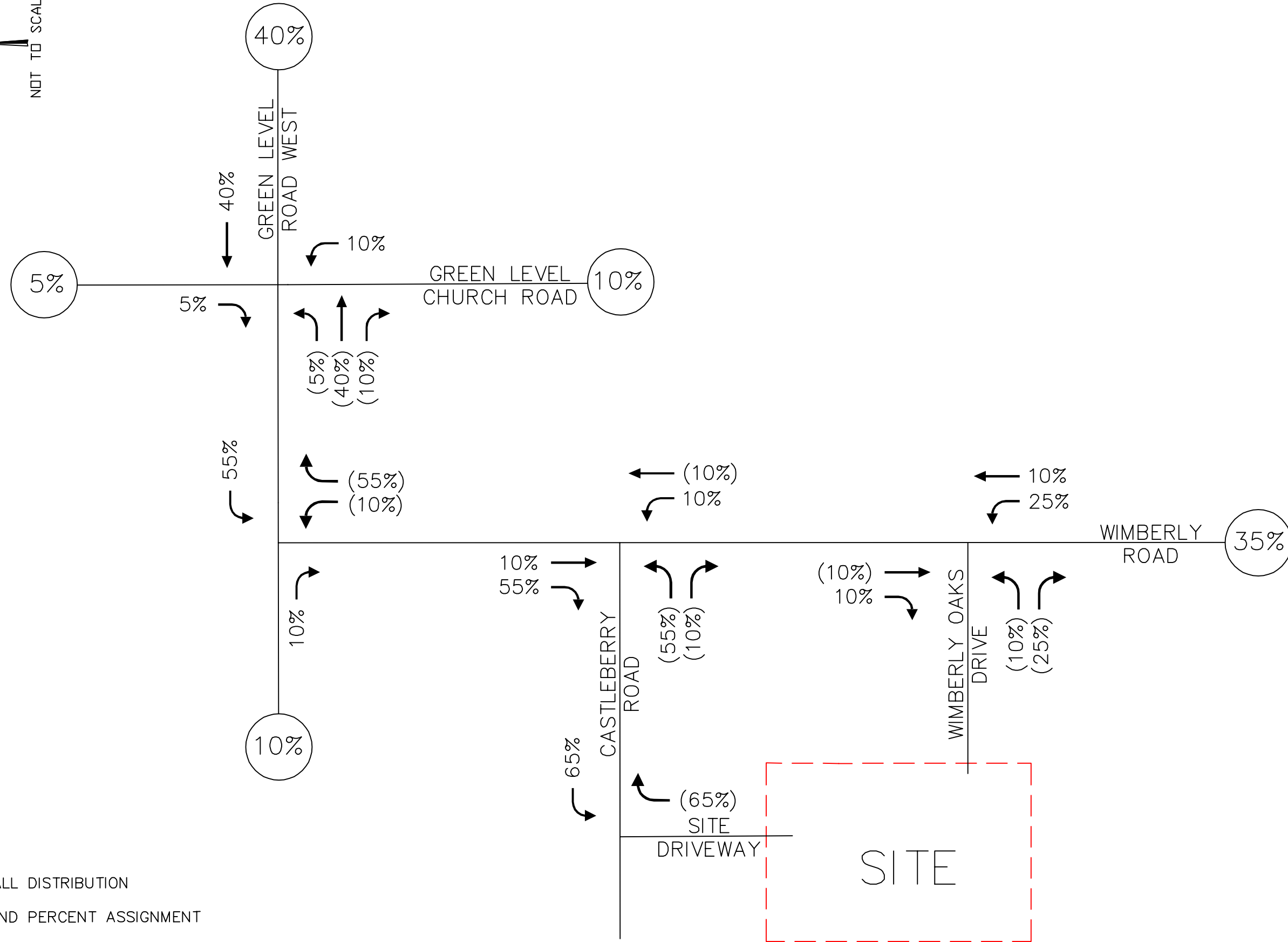
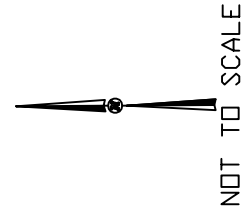
The site traffic distribution used for the site was:

- 40% from the east on Green Level West Road
- 35% from the south on Wimberly Road
- 10% from the south on Green Level Church Road
- 10% from the west on Green Level West Road
- 5% from the north on Green Level Church Road

The site traffic distribution and percent assignment for site are shown on **Figure 4.1**.

LEGEND

- ⊙XX% OVERALL DISTRIBUTION
- XX% INBOUND PERCENT ASSIGNMENT
- (XX%) OUTBOUND PERCENT ASSIGNMENT



CASTLEBERRY TRAILS
APEX, NC
TRAFFIC IMPACT ANALYSIS

SITE TRAFFIC DISTRIBUTION
AND PERCENT ASSIGNMENT

FIGURE
4.1

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5.0 Projected Traffic Volumes

5.1 Existing Traffic

AM peak hour (7:00 to 9:00 AM) and PM peak hour (4:00 to 6:00 PM) turning movement counts were performed at the following intersections:

- Wimberly Road at Green Level West Road December 8, 2022
- Wimberly Road at Castleberry Road December 8, 2022
- Wimberly Road at Wimberly Oaks Drive December 8, 2022
- Green Level West Road at Green Level Church Road December 14, 2022

The existing AM and PM peak hour traffic volumes are shown on **Figure 5.1**, and the traffic count data are included in the Appendix.

5.2 Approved Development Traffic

Approved development traffic is generated by approved but not yet constructed projects in the vicinity of the proposed project. Based on discussions with the Town of Apex, Town of Cary, and NCDOT, the total approved background figure from the Duke Health Green Level West (22-TAR-463A) performed by VHB was used as a conservative source of background data. This study included the following approved developments:

- Halle Green Level West Apartment and Office (21-TAR-457)
- Twyla Road South (19-TAR-438A)
- Twyla Road North (19-TAR-437)
- Duke Health – Travis Staten (18-TAR-430A)
- Parkway Green Level Residential (18-TAR-429)
- Batchelor Road Residential (17-TAR-423)*
- White Oak Foundation (17-TAR-417)
- Wolfe Properties (also known as Parks at Wimberly)
- Green Level Church Daycare
- Ellsworth Residential
- Apex Commercial – Freedom Square

*Per coordination with the Town of Cary, site traffic volumes from the Batchelor Road Residential (17-TAR-423) development were removed from the total approved background volumes taken from the Duke Health Green Level West study as the Batchelor Road Residential development's rezoning application has been withdrawn.

Site trips from Duke Health Green Level West (22-TAR-463A) and Bel Canto Green Level West (22-TAR-461) were included as part of the background traffic for this project.

Additionally, Williams Grove, Castleberry Estates, and Alderwood are approved developments in the study area that were identified for inclusion as background traffic.

Halle Green Level West Apartment and Office (21-TAR-457)

- Location: South of Green Level West Road, west of the NC 540/Green Level West Road interchange
- Land Uses: 1,500 Multi-Family Dwelling Units (Mid-Rise), 225,000 SF General Office, and 20,000 SF of ground floor commercial/retail
- Data Source: *Duke Health Green Level West (22-TAR-463A)* (VHB, December 2021)

Twyla Road South (19-TAR-438A)

- Location: Along Twyla Road southeast of the NC 540 and Morrisville Parkway interchange
- Land Uses: 200 Multi-Family Dwelling Units, 17,000 SF Medical Office, and 12,500 SF of general retail
- Data Source: *Duke Health Green Level West (22-TAR-463A)* (VHB, December 2021)

Twyla Road North (19-TAR-437)

- Location: Along Twyla Road northeast of the NC 540 and Morrisville Parkway interchange
- Land Uses: 420 Multi-Family Dwelling Units, 15,000 SF of general retail, and a 200-room hotel
- Data Source: *Duke Health Green Level West (22-TAR-463A)* (VHB, December 2021)

Duke Health – Travis Staten (18-TAR-430A)

- Location: Along Green level West Road just west of the NC 540/Green Level West Road interchange
- Land Uses: 100-bed hospital, 200,000 SF of general office, 200,000 SF of medical office, 30,000 SF of retail, and one 125-room hotel in Area 1 north of Green Level West Road, and 250 multi-family dwelling units, 350,000 SF of general office, 25,000 SF of retail, and another 125-room hotel in Area 2 south of Green Level West Road
- Data Source: *Duke Health Green Level West (22-TAR-463A)* (VHB, December 2021)

Parkway Green Level Residential (17-TAR-429)

- Location: On the north side of Green Level West Road across from Wimberly Road
- Land Uses: 228 single family homes
- Data Source: *Duke Health Green Level West (22-TAR-463A)* (VHB, December 2021)

White Oak Foundation (17-TAR-417)

- Location: Along White Oak Road
- Land Uses: 60 apartments in the northern parcel, and a 10,000-square foot daycare and 30 townhomes in the southwestern parcel
- Data Source: *Duke Health Green Level West (22-TAR-463A)* (VHB, December 2021)

Wolfe Properties

- Location: Along Wimberly Road
- Land Uses: 70 single-family homes and 50 townhomes
- Data Source: *Duke Health Green Level West (22-TAR-463A)* (VHB, December 2021)

Green Level Church Daycare

- Location: On the west side of Green Level Church Road across from Green Level High School
- Land Uses: 11,500 SF daycare
- Data Source: *Duke Health Green Level West (22-TAR-463A)* (VHB, December 2021)

Ellsworth Subdivision

- Location: On the west side of Green Level Church Road, across from Roberts Road
- Land Uses: 37-lot residential development
- Data Source: *Duke Health Green Level West (22-TAR-463A)* (VHB, December 2021)

Apex Commercial Development (Freedom Square)

- Location: Southwest quadrant of the Green-level West Road and Green Level Church Road intersection
- Land Uses: 2,412-square foot convenience store with 12 fueling stations, a 4,804-square foot subdivided lease space and three outparcels (5,304 square feet, 3,448 square feet, and 7,626 square feet)
- Data Source: *Duke Health Green Level West (22-TAR-463A)* (VHB, December 2021)

Duke Health Green Level West (22-TAR-463A)

- Location: On both sides of Green Level West Road, west of the NC 540 interchange
- Land Uses:
 - North of Green Level West Road
 - 125-Key Hotel
 - 500-Bed Hospital (approximately 1,114,000 SF)
 - 500,000 square feet (SF) General Office
 - 550,000 SF Medical Office (100,000 of which was approved in Phase 1A)
 - 95-Student Daycare (7,000 SF)
 - 30,000 SF Support Retail

- South of Green Level West Road
 - 750 Mid-Rise Multifamily Units
 - 125-Key Hotel
 - 350,000 SF General Office
 - 25,000 SF Retail
- Data Source: *Duke Health Green Level West (22-TAR-463A)* (VHB, December 2021)

Bel Canto Green Level West (22-TAR-461)

- Location: North of Green Level West Road, west of the North Tract of Duke Health Green Level West
- Land Uses: 700 Multi-Family Dwelling Units (Mid-Rise), 100,000 SF General Office,
- Data Source: *Duke Health Green Level West (22-TAR-463A)* (VHB, December 2021)

Williams Grove

- Location: South of Green Level West Road and West of Batchelor Road
- Land Uses: 170 single-family homes
- Data Source: *Williams Property* (RKA, March 2021)

Castleberry Estates

- Location: West of Wimberly Road and South of Castleberry Road
- Land Uses: 19 single-family homes
- Data Source: *No TIA or site plan available*

Alderwood

- Location: Northeast of the Jenks Road – Wimberly Road intersection
- Land Uses: 170 single-family homes
- Data Source: *The Retreat at the Preserve at White Oak* (Kimley-Horn, March 2021)

No TIA was performed for Castleberry Estates. Trips for this development were generated and assigned to the network using the same assignment as the proposed site traffic.

Approved development traffic is expected to account for a significant increase in background traffic and account for a large percent of the build-out traffic throughout the roadway network. On Wimberly Road south of Green Level West Road, approved development traffic is expected to account for 22.4% of the projected build-out (2026) traffic volumes during the AM peak hour and 23.4% during the PM peak hour. On Green Level West Road west of Green Level Church Road, approved development traffic is expected to account for 42.2% of the projected build-out (2026) traffic volumes during the AM peak hour and 41.9% during the PM peak hour. On Green Level Church Road south of Green Level West Road, approved development traffic is expected to account for 44.8% of the projected build-out (2026) traffic volumes during the AM peak hour and 29.2% during the PM peak hour.

Approved development traffic volumes are shown on **Figure 5.2** for the AM and PM peak hours and detailed intersection spreadsheets are included in the Appendix of this report. Approved development information is also included in the Appendix.

5.3 *Historic Traffic Growth*

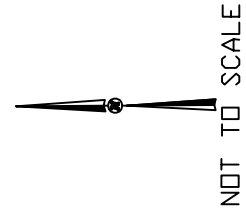
Historic growth traffic is the increase in traffic due to usage increases and non-specific growth throughout the area. In addition to the approved development traffic, an annual growth rate of 3% was applied to the existing volumes up to the studied horizon year of 2026. Projected future year (2026) background AM and PM peak hour traffic volumes are shown on **Figure 5.3**. Background growth calculations are detailed on intersection spreadsheets in the Appendix of this report.

5.4 *Site Traffic*

The proposed site traffic was generated and assigned to the adjacent roadway network according to the distributions discussed previously in Section 4.0. The projected AM and PM peak hour site traffic volumes are shown on **Figure 5.4**.

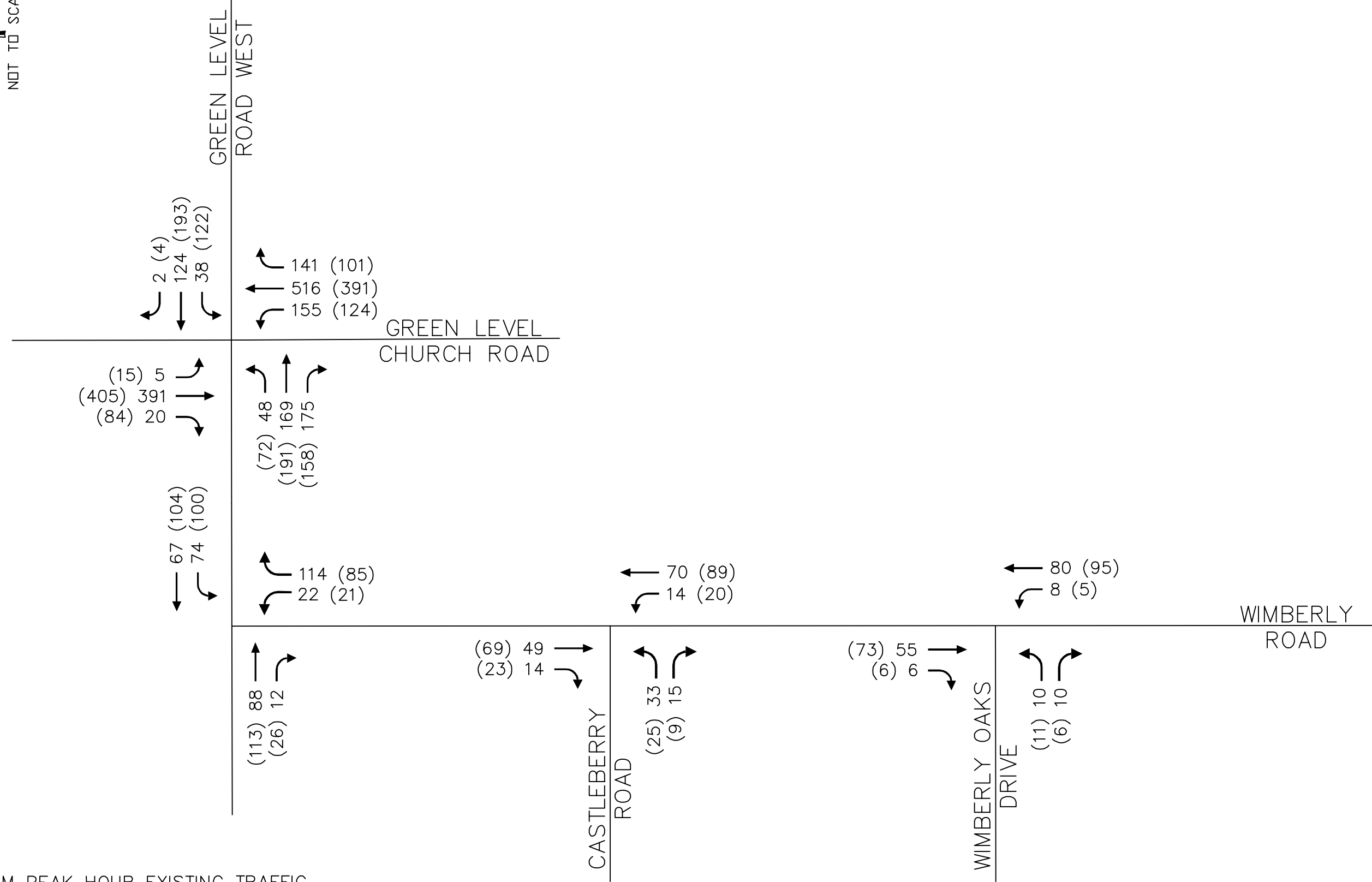
5.5 *Build-Out Traffic*

To obtain the projected (2026) build-out traffic volumes, the projected site traffic volumes were added to the projected (2026) background traffic. Traffic volume calculations are detailed in intersection spreadsheets in the Appendix of this report. **Figure 5.5** shows the projected (2026) AM and PM peak hour build-out traffic volumes.



LEGEND

- XX AM PEAK HOUR EXISTING TRAFFIC
- (XX) PM PEAK HOUR EXISTING TRAFFIC



CASTLEBERRY TRAILS
APEX, NC
TRAFFIC IMPACT ANALYSIS

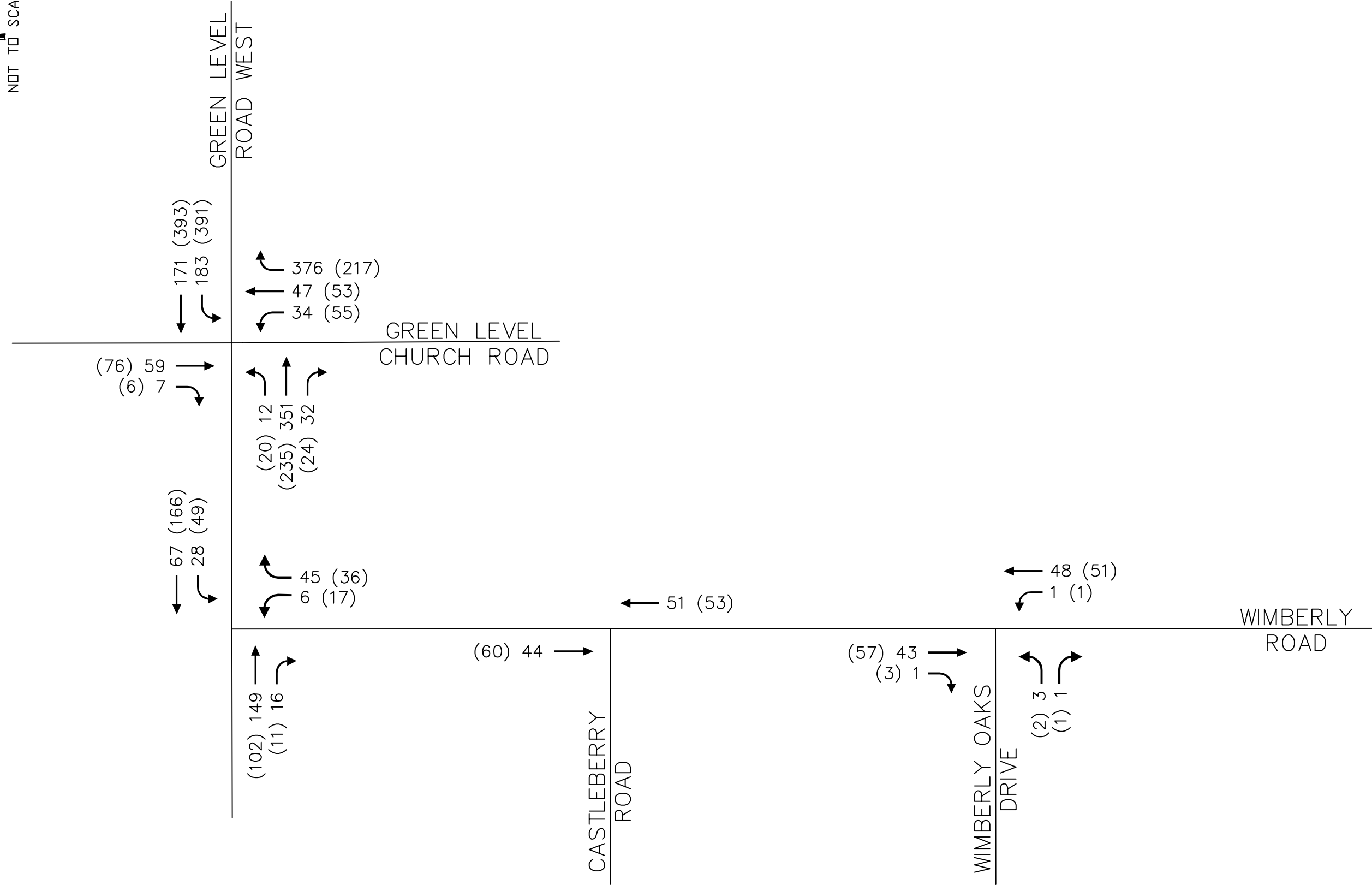
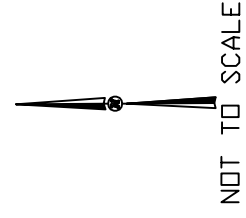
EXISTING (2022) AM & PM
PEAK HOUR TRAFFIC VOLUMES

FIGURE
5.1

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LEGEND

- XX PROJECTED AM PEAK HOUR APPROVED DEVELOPMENT TRAFFIC
- (XX) PROJECTED PM PEAK HOUR APPROVED DEVELOPMENT TRAFFIC

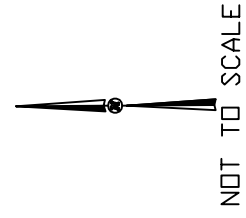


CASTLEBERRY TRAILS
APEX, NC
TRAFFIC IMPACT ANALYSIS

PROJECTED APPROVED DEVELOPMENT
PEAK HOUR TRAFFIC VOLUMES

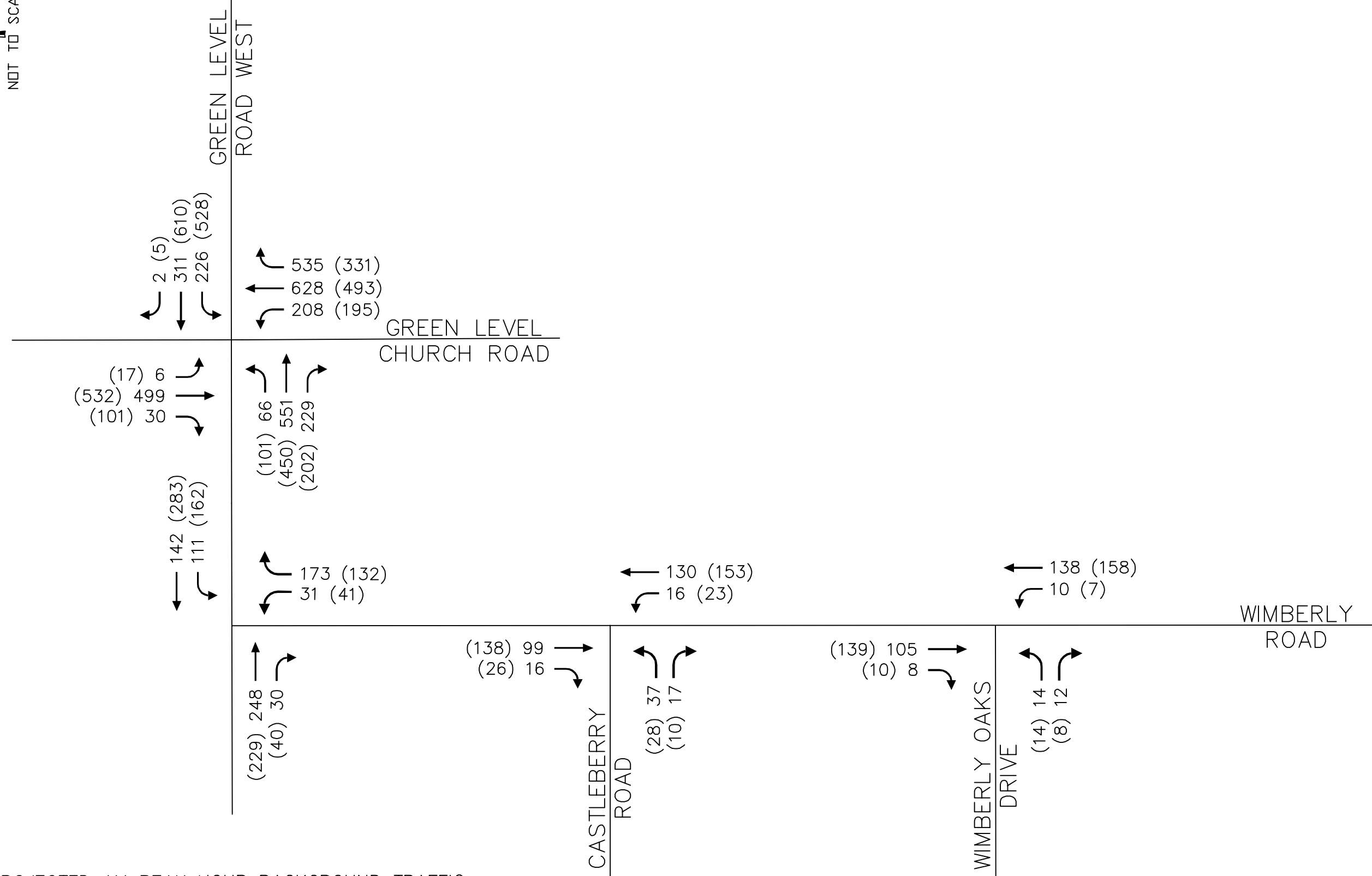
FIGURE
5.2

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LEGEND

- XX PROJECTED AM PEAK HOUR BACKGROUND TRAFFIC
- (XX) PROJECTED PM PEAK HOUR BACKGROUND TRAFFIC



CASTLEBERRY TRAILS
APEX, NC
TRAFFIC IMPACT ANALYSIS

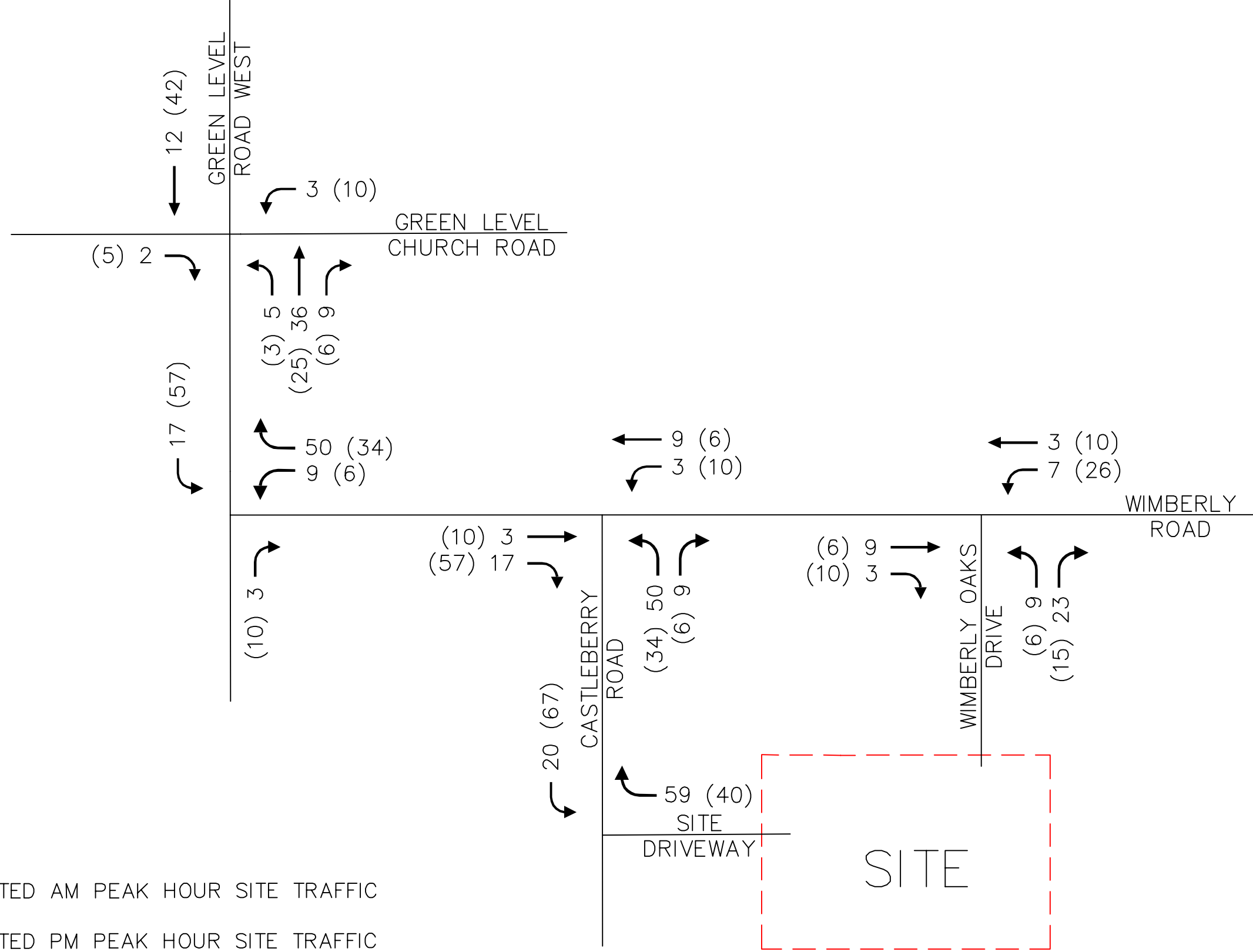
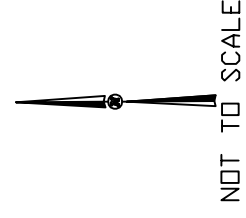
PROJECTED BACKGROUND (2026)
AM & PM PEAK HOUR TRAFFIC VOLUMES

FIGURE
5.3

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LEGEND

- XX PROJECTED AM PEAK HOUR SITE TRAFFIC
- (XX) PROJECTED PM PEAK HOUR SITE TRAFFIC

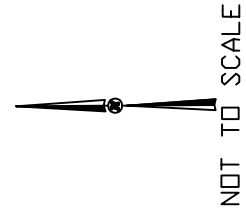


CASTLEBERRY TRAILS
APEX, NC
TRAFFIC IMPACT ANALYSIS

PROJECTED AM & PM PEAK HOUR
SITE TRAFFIC VOLUMES

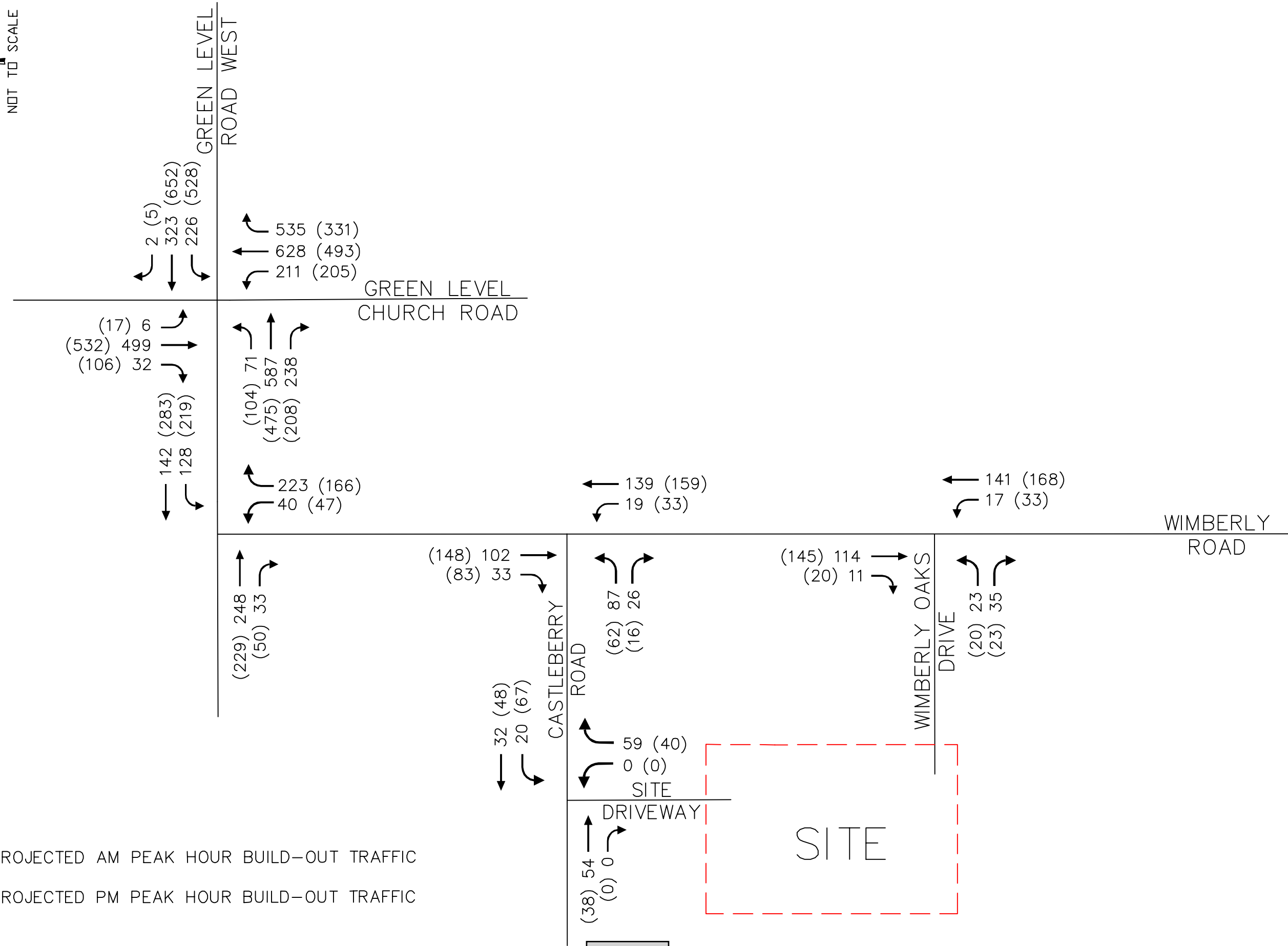
FIGURE
5.4

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY KIMLEY-HORN AND ASSOCIATES, INC. SHALL BE WITHOUT LIABILITY TO KIMLEY-HORN AND ASSOCIATES, INC.



LEGEND

- XX PROJECTED AM PEAK HOUR BUILD-OUT TRAFFIC
- (XX) PROJECTED PM PEAK HOUR BUILD-OUT TRAFFIC



CASTLEBERRY TRAILS
APEX, NC
TRAFFIC IMPACT ANALYSIS

PROJECTED BUILD-OUT (2026)
AM & PM PEAK HOUR TRAFFIC VOLUMES

FIGURE
5.5

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6.0 Capacity Analysis

Capacity analyses (see Appendix) were performed for the AM and PM peak hours for the existing traffic condition and the projected (2026) background and build-out traffic conditions using Synchro Version 11 software to determine the operating characteristics of the adjacent road network and the impacts of the proposed project.

Capacity is defined as the maximum number of vehicles that can pass over a particular road segment or through a particular intersection within a set time duration. Capacity is combined with Level-of-Service (LOS) to describe the operating characteristics of a road segment or intersection. LOS is a qualitative measure that describes operational conditions and motorist perceptions within a traffic stream. The *Highway Capacity Manual* defines six levels of service, LOS A through LOS F, with A representing the shortest average delays and F representing the longest average delays. LOS D is the typically accepted standard for signalized intersections in urbanized areas. For signalized intersections, LOS is defined for the overall intersection operation.

For unsignalized intersections, only the movements that must yield right-of-way experience control delay. Therefore, LOS criteria for the overall intersection is not reported by Synchro Version 11 or computable using methodology published in the *Highway Capacity Manual*. It is typical for stop sign controlled side streets and driveways intersecting major streets to experience long delays during peak hours, while the majority of the traffic moving through the intersection on the major street experiences little or no delay. Table 6.0-A lists the LOS control delay thresholds published in the *Highway Capacity Manual* for signalized and unsignalized intersections.

Table 6.0-A Level-of-Service Control Delay Thresholds			
Level-of-Service	Signalized Intersections – Control Delay Per Vehicle [sec/veh]	Unsignalized Intersections – Average Control Delay [sec/veh] & Qualitative Operational Description	
A	≤ 10	≤ 10	Short Delays
B	> 10 – 20	> 10 – 15	
C	> 20 – 35	> 15 – 25	
D	> 35 – 55	> 25 – 35	Moderate Delays
E	> 55 – 80	> 35 – 50	
F	> 80	> 50	Long Delays

Capacity analyses were performed for the existing (2022) traffic condition and the projected (2026) background and build-out traffic conditions for the following intersections:

- Wimberly Road at Green Level West Road
- Wimberly Road at Castleberry Road
- Wimberly Road at Wimberly Oaks Drive
- Green Level West Road at Green Level Church Road
- Castleberry Road at Site Driveway

All capacity analyses are included in the Appendix and are briefly summarized in the following sub-sections.

6.1 Green Level West Road at Wimberly Road

Analyses indicate that the unsignalized intersection of Green Level West Road at Wimberly Road currently operates with short delays on the minor street approach (Wimberly Road) in both the AM and PM peak hours. The intersection is expected to continue to operate with short delays and queues in the year 2026 with or without the proposed project in place, and no roadway improvements are recommended to accommodate projected site traffic.

The Parkway Green Level Residential (18-TAR-429) development (also known as Green Level West Tract) is proposing to build a portion of Yates Store Road from Green Level West Road, which will add a fourth leg to the existing intersection of Green Level West Road at Wimberly Road. However, as this development plan is still under review and this connection was not included in the original study, this proposed connection was not analyzed as part of this study.

Table 6.1 summarizes the operation of the intersection of Green Level West Road at Wimberly Road for the existing (2022), projected (2026) background, and projected (2026) build-out traffic conditions.

Table 6.1 Green Level West Road at Wimberly Road (Unsignalized)		
Condition	AM Peak Hour LOS (Delay)	PM Peak Hour LOS (Delay)
Existing (2022) Traffic	NB - A (9.7) WBL - A (7.6)	NB - B (10.1) WBL - A (7.7)
Background (2026) Traffic	NB - B (12.3) WBL - A (8.3)	NB - B (13.4) WBL - A (8.3)
Build-out (2026) Traffic	NB - B (13.1) WBL - A (8.3)	NB - C (15.0) WBL - A (8.5)

6.2 Wimberly Road at Castleberry Road

Analyses indicate that the unsignalized intersection of Wimberly Road at Castleberry Road currently operates with short delays on the minor street approach (Castleberry Road) in both the AM and PM peak hours. The intersection is expected to continue to operate with short delays and queues in the year 2026 with or without the proposed project in place, and no roadway improvements are recommended to accommodate projected site traffic.

Table 6.2 summarizes the operation of the intersection of Wimberly Road at Castleberry Road for the existing (2022), projected (2026) background, and projected (2026) build-out traffic conditions.

Table 6.2 Wimberly Road at Castleberry Road (Unsignalized)		
Condition	AM Peak Hour LOS (Delay)	PM Peak Hour LOS (Delay)
Existing (2022) Traffic	EB - A (9.4) NBL - A (7.4)	EB - A (9.9) NBL - A (7.5)
Background (2026) Traffic	EB - B (10.1) NBL - A (7.6)	EB - B (10.9) NBL - A (7.6)
Build-out (2026) Traffic	EB - B (10.9) NBL - A (7.6)	EB - B (12.2) NBL - A (7.8)

6.3 Wimberly Road at Wimberly Oaks Drive

Analyses indicate that the unsignalized intersection of Wimberly Road at Wimberly Oaks Drive currently operates with short delays on the minor street approach (Wimberly Oaks Drive) in both the AM and PM peak hours. The intersection is expected to continue to operate with short delays and queues in the year 2026 with or without the proposed project in place, and no roadway improvements are recommended to accommodate projected site traffic.

Table 6.3 summarizes the operation of the intersection of Wimberly Road at Wimberly Oaks Drive for the existing (2022), projected (2026) background, and projected (2026) build-out traffic conditions.

Table 6.3		
Wimberly Road at Wimberly Oaks Drive (Unsignalized)		
Condition	AM Peak Hour LOS (Delay)	PM Peak Hour LOS (Delay)
Existing (2022) Traffic	EB - A (9.2) NBL - A (7.4)	EB - A (9.4) NBL - A (7.4)
Background (2026) Traffic	EB - A (9.9) NBL - A (7.6)	EB - B (10.3) NBL - A (7.6)
Build-out (2026) Traffic	EB - B (10.1) NBL - A (7.6)	EB - B (10.6) NBL - A (7.7)

6.4 *Green Level West Road at Green Level Church Road*

Analyses indicate that the signalized intersection of Green Level West Road at Green Level Church Road currently operates at LOS B in the AM and PM peak hours.

The Duke Health – Travis Staten (18-TAR-430A) approved development is expected to provide a new northbound right-turn lane, a new westbound right-turn lane, and a storage length extension of the southbound left-turn lane, with signal improvements at the intersection of Green Level West Road at Green Level Church Road. These improvements were analyzed at this intersection under future traffic conditions. Under projected (2026) background and build-out traffic conditions, the intersection is expected to operate at LOS E during the AM and PM peak hours. There is expected to be a significant increase of traffic in the future conditions due to the approved developments. The approved developments are expected to have a 38.2% overall impact on this intersection during the AM peak hour and a 40.2% impact during the PM peak hour.

Per the Town of Apex Unified Development Ordinance (UDO), intersection that are projected to operate worse than an overall LOS D shall propose geometric or traffic control improvements to minimize the increase in average overall intersection delay when traffic generated by the proposed development is at least 10% of the projected AM or PM peak hour traffic at the intersection. The proposed Castleberry Trails residential development is expected to have a 2% overall impact in the AM peak hour and a 2.5% overall impact in the PM peak hour at the intersection of Green Level West Road at Green Level Church Road. Therefore, no improvements by the proposed development are recommended at this intersection.

Table 6.4, located on the following page summarizes the operation of the intersection of Green Level West Road at Green Level Church Road for the existing (2022), projected (2026) background, and projected (2026) build-out traffic conditions.

Table 6.4		
Green Level Church Road at Green Level West Road (Signalized)		
Condition	AM Peak Hour LOS (Delay)	PM Peak Hour LOS (Delay)
Existing (2022) Traffic	Overall - B (16.3) EB - C (24.3) WB - C (28.8) NB - A (9.6) SB - B (16.7)	Overall - B (19.2) EB - C (25.2) WB - C (33.7) NB - A (8.0) SB - B (18.7)
Background (2026) Traffic	Overall - E (57.4) EB - F (99.8) WB - E (57.2) NB - C (31.8) SB - E (56.4)	Overall - E (69.0) EB - F (82.5) WB - E (79.7) NB - D (39.8) SB - F (80.0)
Build-out (2026) Traffic	Overall - E (63.6) EB - F (120.2) WB - E (57.3) NB - C (32.0) SB - E (56.3)	Overall - E (74.4) EB - F (90.6) WB - F (90.8) NB - D (41.9) SB - E (76.3)

6.5 Castleberry Road at Site Driveway

A full-movement site driveway is proposed to be constructed on Castleberry Road approximately 1,400 feet west of Wimberly Road. Analyses indicate that the intersection is expected to operate with short delays and queues on the minor street approach (Site Driveway) at project build-out. No roadway improvements are recommended to be performed as part of this development.

Table 6.5 summarizes the operation of the intersection of Castleberry Road at Site Driveway for the projected (2026) build-out traffic condition.

Table 6.5		
Castleberry Road at Site Driveway (Unsignalized)		
Condition	AM Peak Hour LOS (Delay)	PM Peak Hour LOS (Delay)
Build-out (2026) Traffic	NB - A (8.8) WBL - A (7.4)	NB - A (8.8) WBL - A (7.4)

7.0 Recommendations

Committed Improvements

The following roadway improvements are committed to be performed by the Duke Health – Travis Staten (18-TAR-430A) development:

Green Level West Road at Green Level Church Road

- Provide a northbound right-turn lane with 100 feet of storage
- Provide a westbound right-turn lane with 150 feet of storage
- Extend the storage length of the existing southbound left-turn lane to 150 feet
- Adjust signal timings

The following roadway improvements are committed to be performed by the Freedom Square development:

Green Level West Road at Green Level Church Road

- Extend the storage length of the existing eastbound left-turn lane into the Two-Way Left-Turn Lane

Proposed Improvements

The following improvements are proposed to be performed in conjunction with the proposed development:

Castleberry Road at Site Driveway

- Construct a southern leg with stop control and one ingress lane and one egress lane

Conclusions











All study intersections, with exception of Green Level West Road at Green Level Church Road are expected to operate at an acceptable LOS in all traffic conditions analyzed with only minor increases in delays and queues due to site traffic.

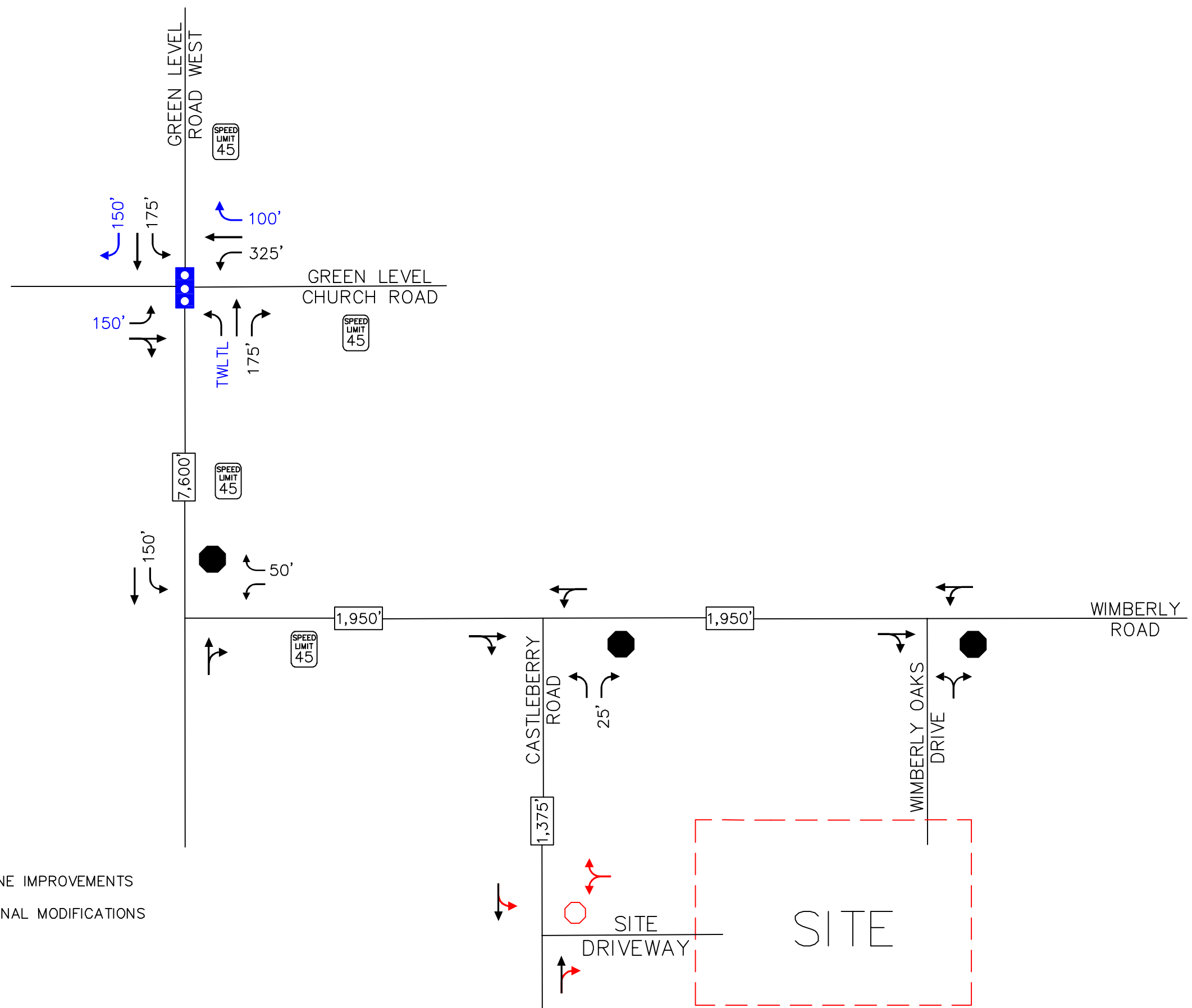
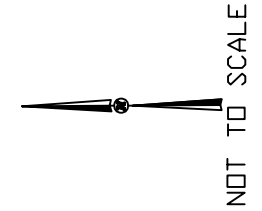
The intersection of Green Level West Road at Green Level Church Road is expected to operate at an overall LOS E under future traffic conditions during both peak hours; however, the proposed development is expected to have a minimal impact at this intersection. There is expected to be a significant increase of traffic in the future conditions due to the approved developments. The approved developments are expected to have a 38.2% overall impact on this intersection during the AM peak hour and a 40.2% impact during the PM peak hour.

Per the Town of Apex Unified Development Ordinance (UDO), intersection that are projected to operate worse than an overall LOS D shall propose geometric or traffic control improvements to minimize the increase in average overall intersection delay when traffic generated by the proposed development is at least 10% of the projected AM or PM peak hour traffic at the intersection. The proposed Castleberry Trails residential development is expected to have a 2%

overall impact in the AM peak hour and a 2.5% overall impact in the PM peak hour at the intersection of Green Level West Road at Green Level Church Road. Therefore, no improvements by the proposed development are recommended at this intersection.

The build-out roadway laneage is shown on **Figure 7.1**.

- LEGEND**
-  EXISTING LANE
 -  EXISTING STOP SIGN
 -  EXISTING TRAFFIC SIGNAL
 -  RECOMMENDED LANE
 -  RECOMMENDED STOP SIGN
 -  APPROVED DEVELOPMENT LANE IMPROVEMENTS
 -  APPROVED DEVELOPMENT SIGNAL MODIFICATIONS
 -  POSTED SPEED LIMIT
 -  STORAGE LENGTH
 -  INTERSECTION SPACING



CASTLEBERRY TRAILS
APEX, NC
TRAFFIC IMPACT ANALYSIS

BUILD-OUT ROADWAY LANEAGE

FIGURE
7.1

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Appendix

Appendix A:
Memorandum of Understanding

**Preliminary Assumptions
Castleberry Assembly - Traffic Impact Analysis
Apex, North Carolina**

KHA will perform analyses for Castleberry Assembly development, a proposed single-family project located south of Castleberry Road and west of Wimberly Road in Apex, North Carolina. The following assumptions will be used in the analysis of the site:

The study area will consist of the following intersections:

- Wimberly Road at Green Level West Road
- Wimberly Road at Castleberry Road
- Wimberly Road at Wimberly Oaks Drive*
- Green Level West Road at Green Level Church Road
- Castleberry Road at Site Driveway

*Site traffic will use this intersection to access the proposed development. The development is proposed to connect to Castleberry Estates via only Wimberly Oaks Drive.

The study scenarios will consist of:

- Existing (2022)
- Background (2026)
- Build-out (2026)

Based on the Town of Apex Interactive Development Map, the Duke Health Green Level West (22-TAR-463A) development was identified for inclusion in this analysis as background traffic. For a conservative background analysis, the total approved background trips, Duke Health Green Level West site trips, and Bel Canto Green Level West (22-TAR-461) site trips are proposed to be included as background traffic for this study. Per coordination with the Town of Cary, site trips associated with the Batchelor Road Residential (17-TAR-423) that were previously analyzed in the Duke Health Green Level West TAR will not be included in this analysis. Additionally, the 22-TAR-463A is currently being updated (22-TAR-463B) to reflect a decrease in multifamily units.

The following developments were also identified for inclusion in this analysis as background traffic:

- Williams Grove
- Castleberry Estates – *19 single-family homes total, 6 unoccupied*
- Alderwood

No TIA was performed for Castleberry Estates; therefore, trips will be generated for the unoccupied/under construction dwellings for the 6 unoccupied single-family-units for the Castleberry Estates development using ITE Trip Generation 11th Edition rates. Site traffic for the Castleberry Estates development is expected to enter/exit the site via the intersection of Wimberly Road at Wimberly Oaks Drive. It should be noted that several of these developments are currently under construction and/or occupied. Traffic for these approved developments will be obtained or developed from either site plans or traffic studies attained from the Town of Apex.

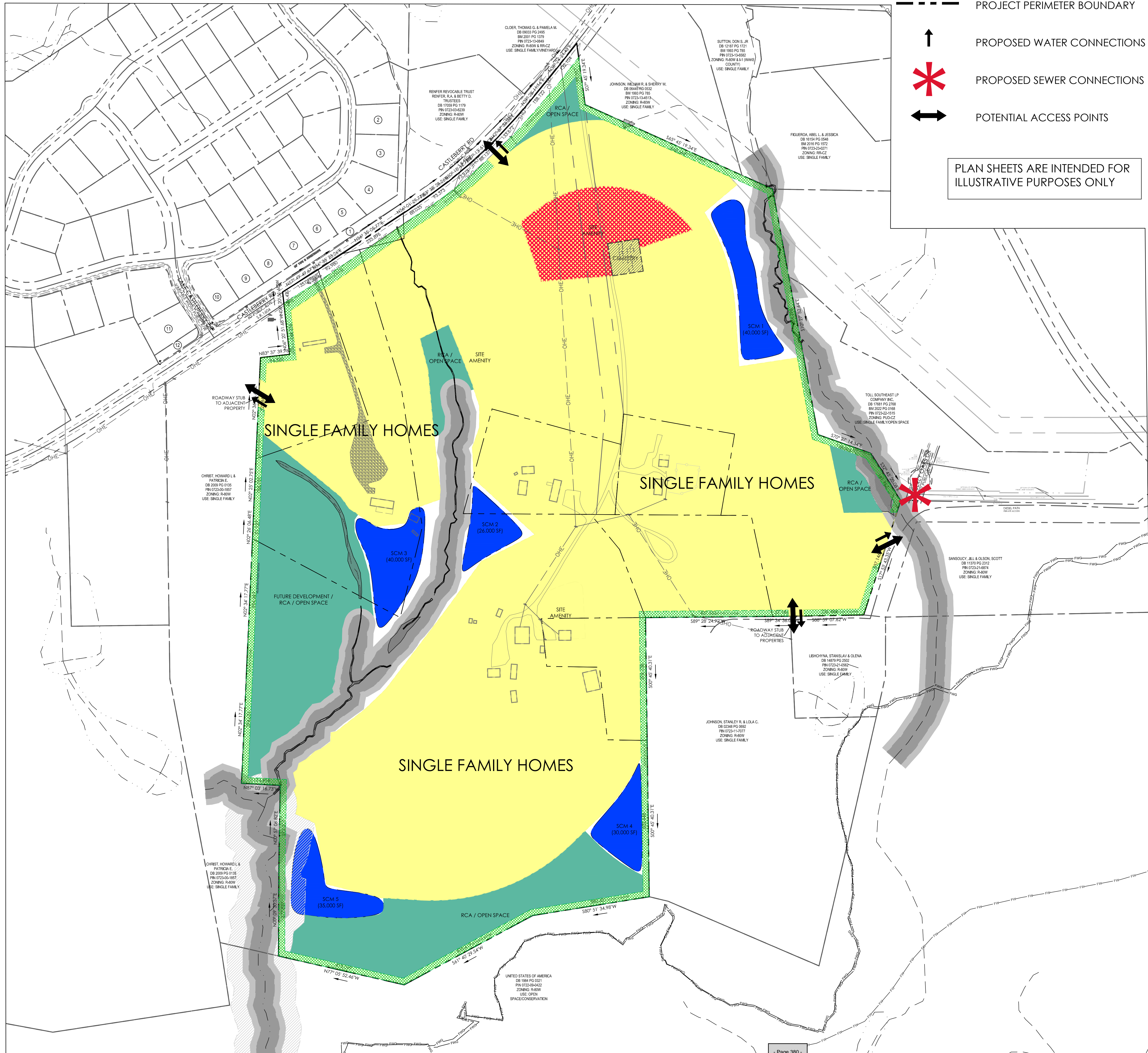
In addition to the approved development traffic, an annual growth rate of 3% will also be applied to the existing traffic volumes up to the year 2026.

Separate entering and existing directional distributions will be used for the site based on a review of surrounding land uses and the existing roadway network. The following overall distribution will be used for entering and exiting traffic:

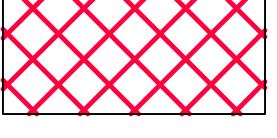


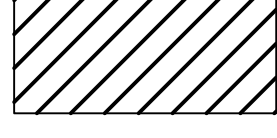
- 40% from the east on Green Level West Road
- 35% from the south on Wimberly Road

- 10% from the south on Green Level Church Road
- 10% from the west on Green Level West Road
- 5% from the north on Green Level Church Road

The property is currently vacant, and as currently envisioned the development will consist of approximately 170 single-family homes. Trips will be generated using ITE Trip Generation 11th Edition rates. See attached trip generation table.

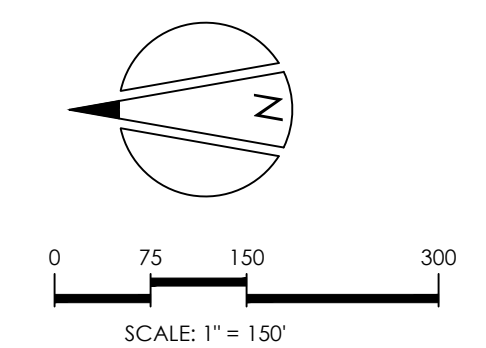


PLAN SHEETS ARE INTENDED FOR ILLUSTRATIVE PURPOSES ONLY

-  POSSIBLE SITE AMENITY
-  BUFFERS/RCA
-  SINGLE FAMILY - DETACHED
-  EX CEMETERY

- SITE AND UTILITY NOTES:**
1. DEVELOPMENT ACCESS AND SUB STREET LOCATIONS SHALL BE FINALIZED AT MASTER SUBDIVISION PLAN DESIGN AND APPROVAL.
 2. FINAL RESOURCE CONSERVATION AREA (RCA), OPEN SPACE, AND PLAY LAWN LOCATIONS SHALL BE COORDINATED WITH STAFF AND BUILDER DURING MASTER SUBDIVISION PLAN DESIGN AND APPROVAL.
 3. ALL ZONING PLAN SHEETS ARE PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY. FINAL DESIGN COMPONENTS ARE DETERMINED AT MASTER SUBDIVISION PLAN.
 4. REFER TO PD TEXT DOCUMENTS FOR A LIST OF ALLOWABLE USES, ZONING CONDITIONS, AND OTHER DESIGN STANDARDS FOR THE DEVELOPMENT.
 5. ENVIRONMENTAL FEATURES ARE SUBJECT TO FINAL REVIEW CONCURRENCE WITH VARIOUS REGULATING AGENCIES.
 6. PUBLIC PEDESTRIAN AND VEHICULAR ACCESS IS SHOWN FOR CONCEPTUAL PURPOSES AND ARE SUBJECT TO REVISIONS DURING THE MASTER SUBDIVISION PLAN DESIGN AND APPROVAL.
 7. ALL SITE ELEMENTS ARE REQUIRED TO MEET OR EXCEED TOWN OF APEX, NCDOT, OR OTHER REVIEW AUTHORITY STANDARD DESIGN SPECIFICATIONS.
 8. PROJECT WILL COMPLY WITH ADOPTED TOWN MASTER PLANS INCLUDING TRANSPORTATION, WATER, SEWER, AND GREENWAYS.
 9. THE PROJECT IS REQUESTING FULL TOWN SERVICES, INCLUDING BUT NOT LIMITED TO WATER, SEWER AND ELECTRICITY.
 10. THE PROJECT WILL NOT UTILIZE PRIVATE SEWAGE DISPOSAL.
 11. NO SITE DEVELOPMENT ACTIVITY INCLUDING, BUT NOT LIMITED TO, TESTING, CLEARING, INSTALLATION OF S&E MEASURES, OR GRADING SHALL OCCUR UNTIL REQUIRED TREE PROTECTION FENCING HAS BEEN INSTALLED AND INSPECTED. A TREE PROTECTION FENCING INSTALLATION PERMIT MAY BE OBTAINED AT THE PLANNING DEPARTMENT OR ONLINE AT [HTTP://WWW.APEXNC.ORG/215/APPLICATIONS-SCHEDULES](http://www.apexnc.org/215/APPLICATIONS-SCHEDULES).
 12. TREE PROTECTION FENCING MUST BE PLACED:
 - a. ONE FOOT AWAY FROM ANY SAVED TREE FOR EACH INCH OF DIAMETER AT BREAST HEIGHT;
 - b. ALONG THE OUTSIDE LINE OF THE 100-YEAR FLOODPLAIN AND THE OUTSIDE EDGE OF ANY RIPARIAN BUFFER; AND
 - c. AT LEAST 10 FEET AWAY FROM ANY OTHER DESIGNATED RCA SUCH AS, BUT NOT LIMITED TO, HISTORIC BUILDINGS AND STRUCTURES, WETLANDS, AND PONDS.
 13. ADDITIONAL TREE 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.).

POTENTIAL ACCESS POINTS:
 Potential Access Points shown on the Conceptual Site Plan / Conceptual Utility Plan (C100) are not shown in exact locations but show required connections. Connections can only be removed from the subdivision connectivity requirements of the PUD if the developer shows to the satisfaction of the Planning Director, in consultation with the Technical Review Committee (TRC), that the construction of the connection would be impractical based on environmental conditions found in the field at the time of Master Subdivision Plan approval.

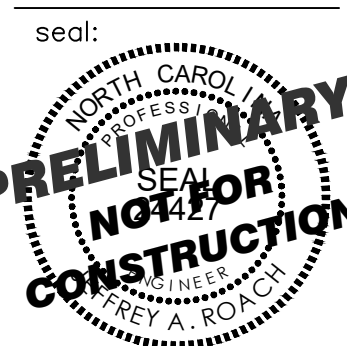


**CONCEPTUAL SITE PLAN/
 CONCEPTUAL UTILITY PLAN**
 SCALE: 1"=150'



NC License #P-0673

Project: **CASTLEBERRY ASSEMBLAGE**
 8639 CASTLEBERRY ROAD
 WHITE OAK TOWNSHIP
 APEX, NORTH CAROLINA 27523



NO.	REVISION	DATE

title:
**CONCEPTUAL SITE PLAN/
 UTILITY PLAN**

proj #:
 220602
 date:
FEBRUARY 1, 2023
 dwg by: chkd by:
 FS JR
 scale:
 As Noted

sheet:
C100
 (PUD PLAN)

Trip Generation Analysis (11th Edition)
 Castleberry Assembly
 Apex, NC

Land Use	Density	Daily Trips			AM Peak Hour			PM Peak Hour		
		Total	In	Out	Total	In	Out	Total	In	Out
Proposed Project Trips										
210 Single-Family Detached Housing	170 dwelling units	1,644	822	822	121	31	90	164	103	61
Gross Project Trips		1,644	822	822	121	31	90	164	103	61

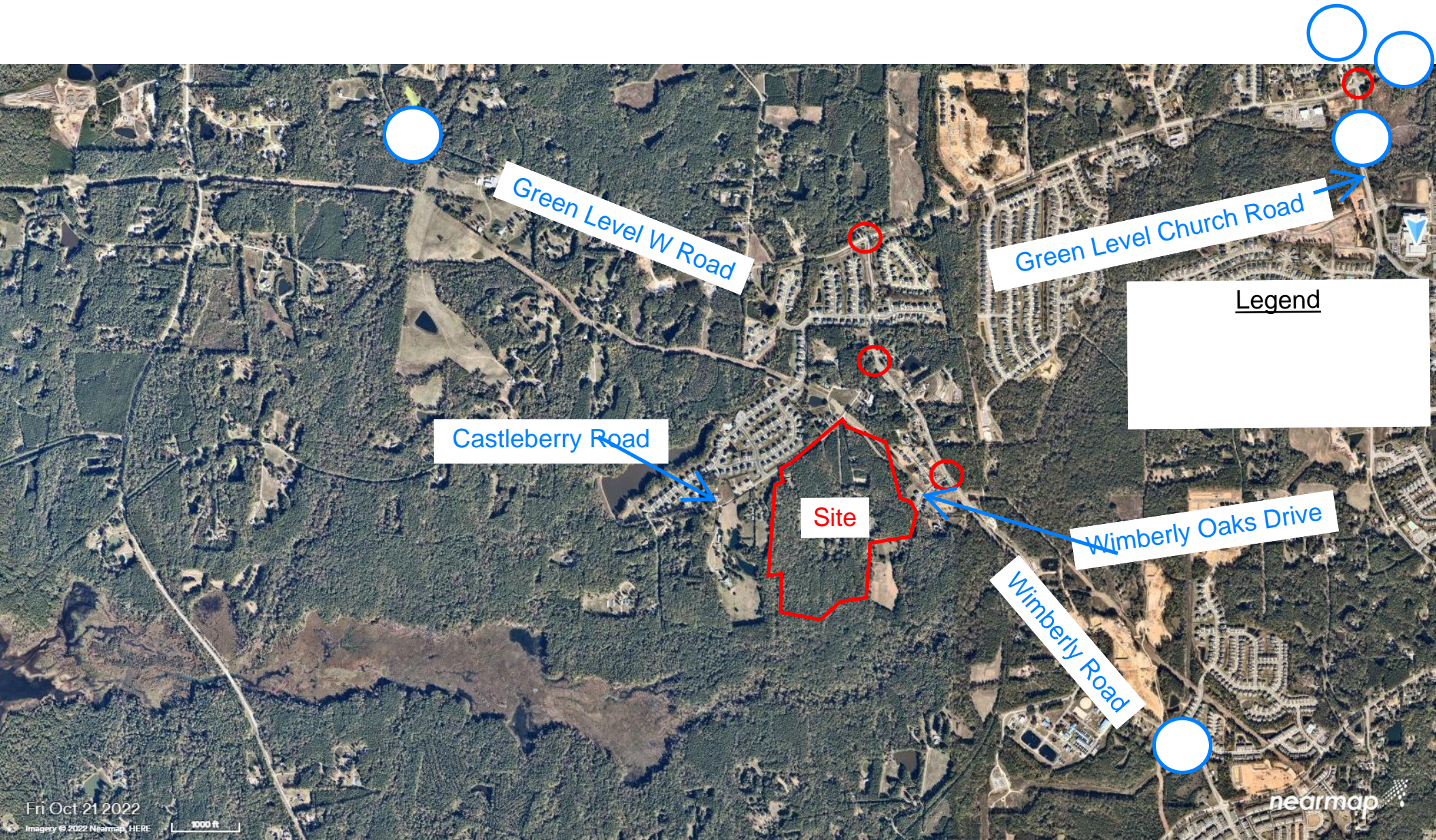


Figure 1: Site Vicinity and Preliminary Site Traffic Distribution

Appendix B: Trip Generation

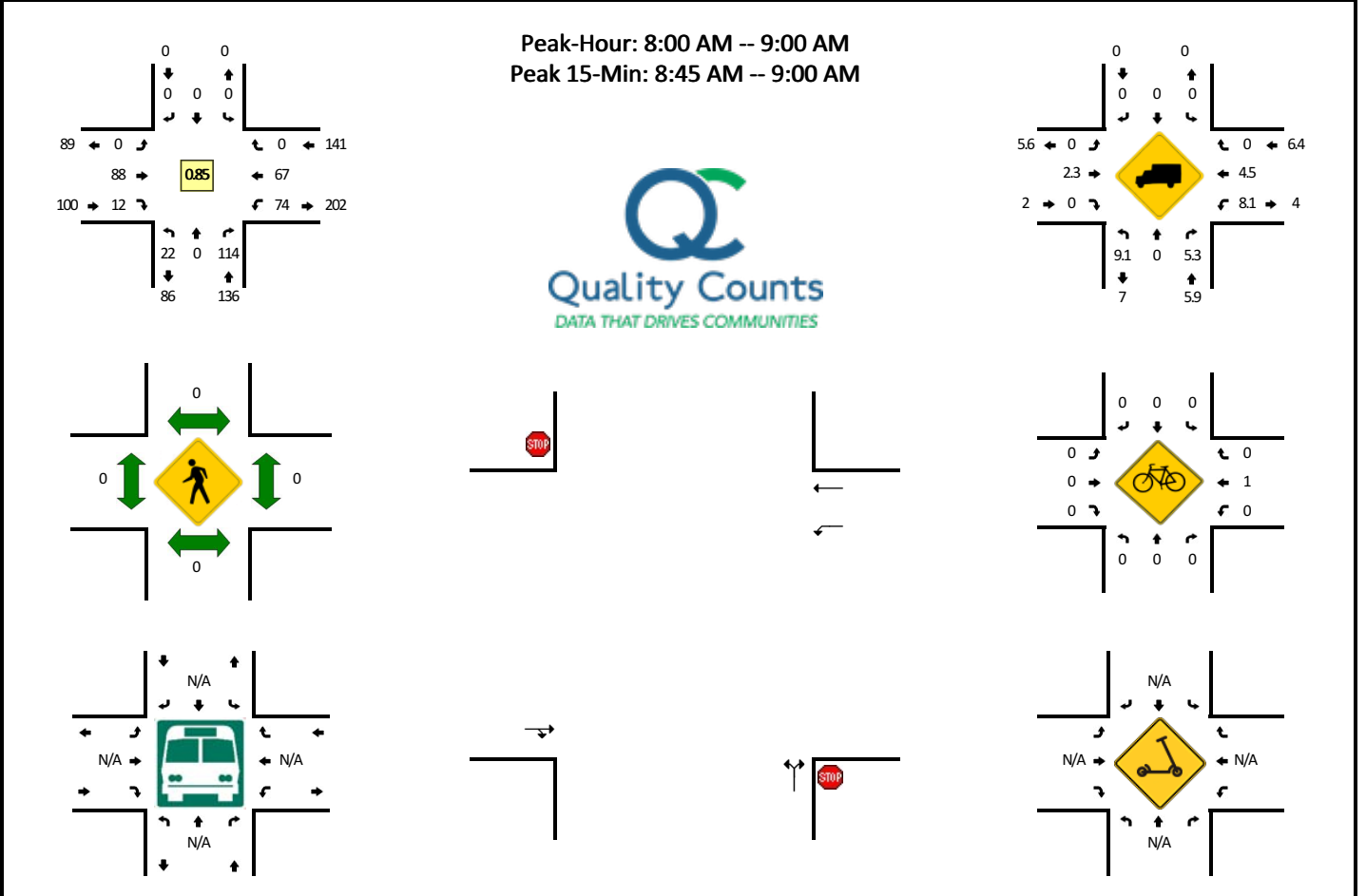
Trip Generation Analysis (11th Edition)
 Castleberry Assembly
 Apex, NC

Land Use	Density	Daily Trips			AM Peak Hour			PM Peak Hour		
		Total	In	Out	Total	In	Out	Total	In	Out
Proposed Project Trips										
210 Single-Family Detached Housing	170 dwelling units	1,644	822	822	121	31	90	164	103	61
Gross Project Trips		1,644	822	822	121	31	90	164	103	61

Appendix C: Traffic Count Data

LOCATION: Wimberly Rd -- Green Level W Rd
CITY/STATE: Apex, NC

QC JOB #: 16033901
DATE: Thu, Dec 8 2022



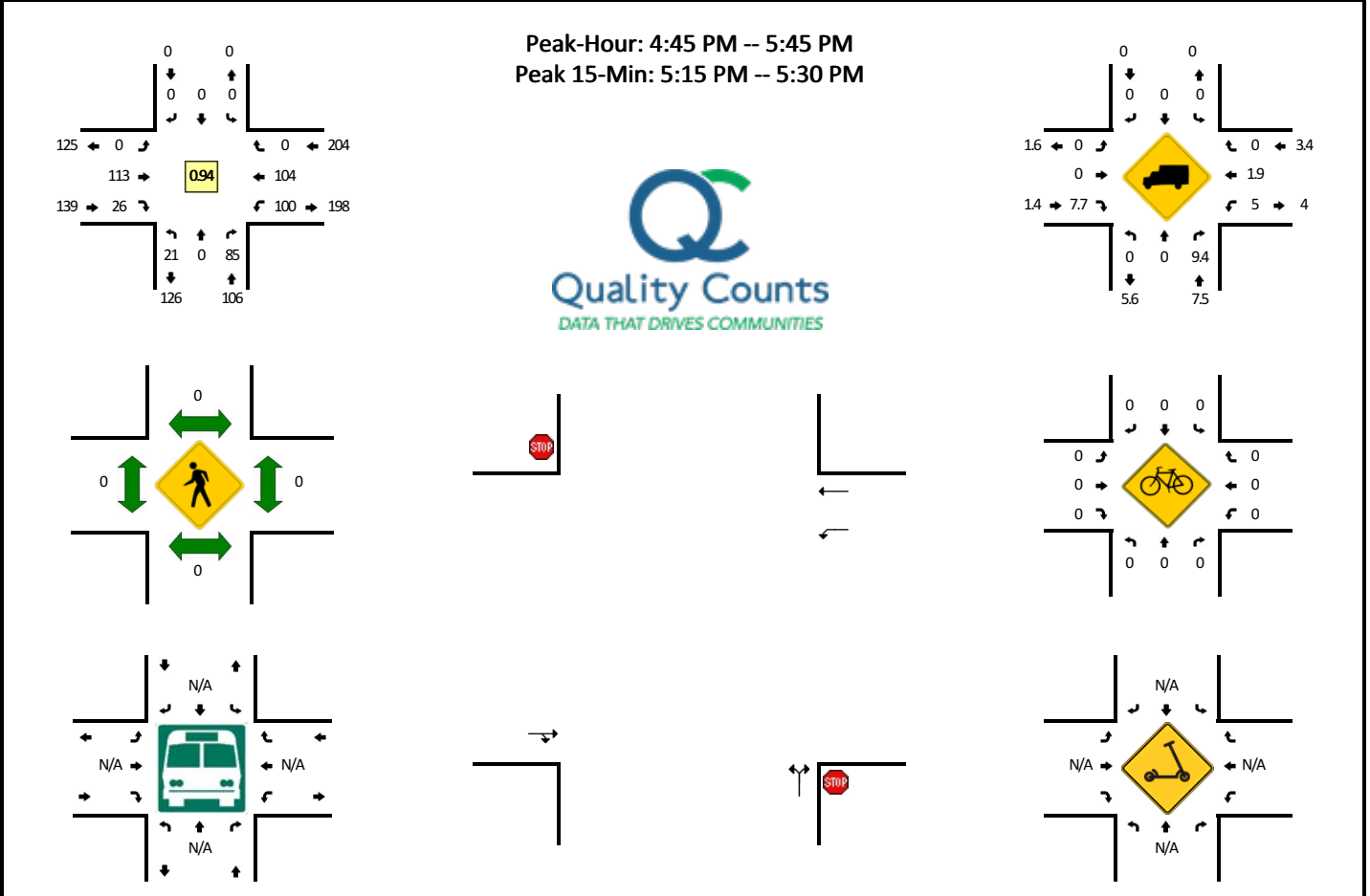
15-Min Count Period Beginning At	Wimberly Rd (Northbound)				Wimberly Rd (Southbound)				Green Level W Rd (Eastbound)				Green Level W Rd (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
7:00 AM	7	0	27	0	0	0	0	0	0	11	9	0	18	13	0	0	85	
7:15 AM	10	0	21	0	0	0	0	0	0	23	4	0	26	15	0	0	99	
7:30 AM	6	0	21	0	0	0	0	0	0	15	3	0	14	11	0	0	70	
7:45 AM	3	0	24	0	0	0	0	0	0	22	5	0	15	7	0	0	76	330
8:00 AM	4	0	26	0	0	0	0	0	0	22	5	0	16	12	0	0	85	330
8:15 AM	10	0	26	0	0	0	0	0	0	19	4	0	12	19	0	0	90	321
8:30 AM	4	0	27	0	0	0	0	0	0	26	2	0	14	18	0	0	91	342
8:45 AM	4	0	35	0	0	0	0	0	0	21	1	0	32	18	0	0	111	377

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	16	0	140	0	0	0	0	0	0	84	4	0	128	72	0	0	444
Heavy Trucks	0	0	8	0	0	0	0	0	0	0	0	0	8	0	0	0	16
Buses																	
Pedestrians		0				0				0				0			0
Bicycles	0	0	0		0	0	0			0	0	0	0	0	0		0
Scooters																	0

Comments:

LOCATION: Wimberly Rd -- Green Level W Rd
CITY/STATE: Apex, NC

QC JOB #: 16033902
DATE: Thu, Dec 8 2022

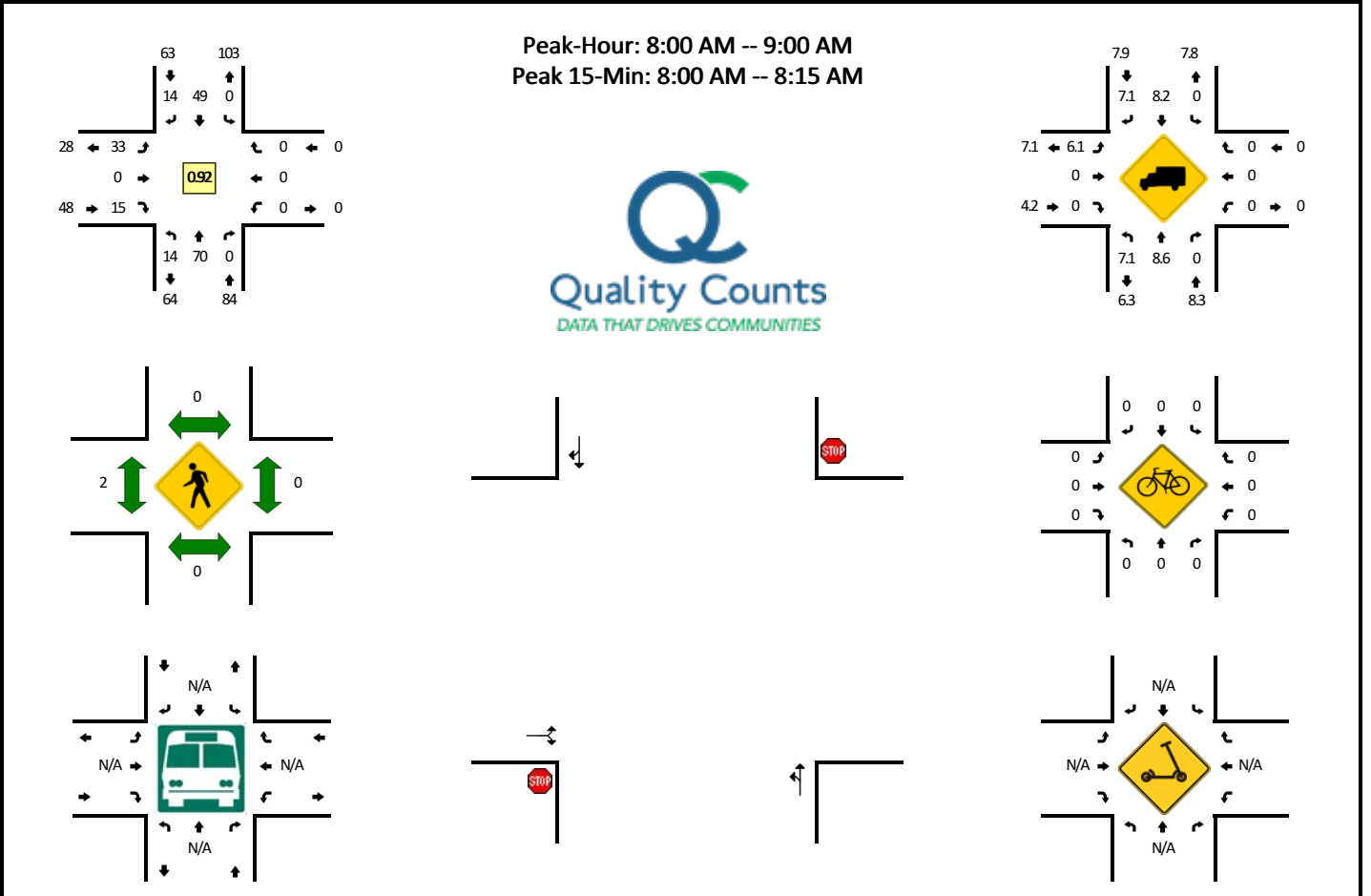


15-Min Count Period Beginning At	Wimberly Rd (Northbound)				Wimberly Rd (Southbound)				Green Level W Rd (Eastbound)				Green Level W Rd (Westbound)				Total	Hourly Totals	
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U			
4:00 PM	8	0	27	0	0	0	0	0	0	18	8	0	30	26	0	0	117		
4:15 PM	13	0	19	0	0	0	0	0	0	24	3	0	24	22	0	0	105		
4:30 PM	4	0	35	0	0	0	0	0	0	14	8	0	18	24	0	0	103		
4:45 PM	7	0	23	0	0	0	0	0	0	22	4	0	22	26	0	0	104	429	
5:00 PM	5	0	23	0	0	0	0	0	0	25	9	0	26	25	0	0	113	425	
5:15 PM	5	0	18	0	0	0	0	0	0	30	8	0	27	32	0	0	120	440	
5:30 PM	4	0	21	0	0	0	0	0	0	36	5	0	25	21	0	0	112	449	
5:45 PM	5	0	26	0	0	0	0	0	0	24	4	0	22	21	0	1	103	448	
Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total		
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U			
All Vehicles	20	0	72	0	0	0	0	0	0	120	32	0	108	128	0	0	480		
Heavy Trucks	0	0	4		0	0	0		0	0	4		4	8	0		20		
Buses																			
Pedestrians		0				0				0				0			0		
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0		
Scoters																			

Comments:

LOCATION: Wimberly Rd -- Castleberry Rd
CITY/STATE: Wake, NC

QC JOB #: 16033903
DATE: Thu, Dec 8 2022

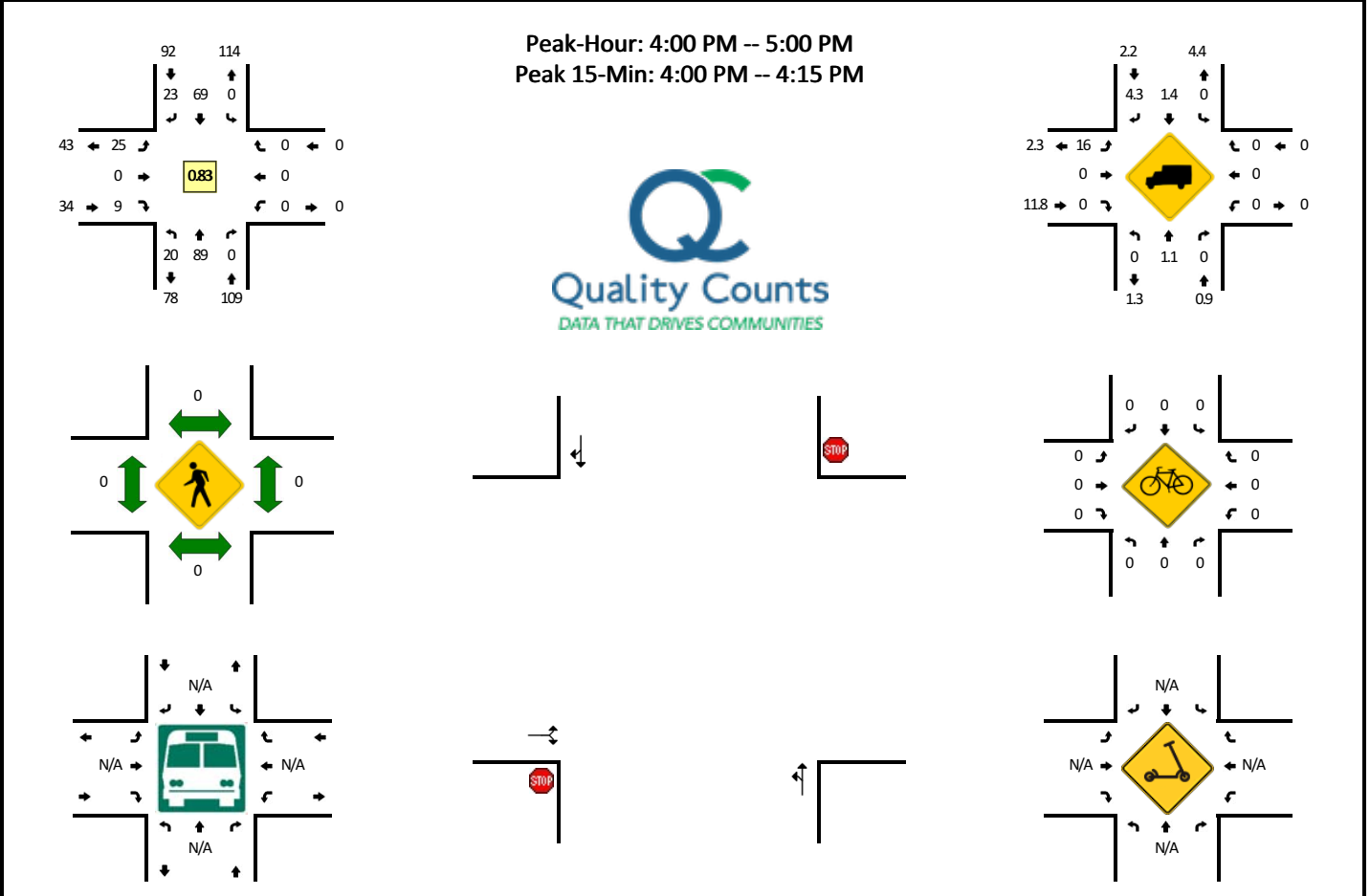


15-Min Count Period Beginning At	Wimberly Rd (Northbound)				Wimberly Rd (Southbound)				Castleberry Rd (Eastbound)				Castleberry Rd (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
7:00 AM	1	10	0	0	0	26	3	0	6	0	4	0	0	0	0	0	50	
7:15 AM	1	18	0	0	0	16	5	0	4	0	5	0	0	0	0	0	49	
7:30 AM	2	14	0	0	0	12	3	0	8	0	4	0	0	0	0	0	43	
7:45 AM	10	10	0	0	0	10	5	0	5	0	4	0	0	0	0	0	44	186
8:00 AM	3	25	0	0	0	11	4	0	8	0	2	0	0	0	0	0	53	189
8:15 AM	4	12	0	0	0	16	0	0	11	0	4	0	0	0	0	0	47	187
8:30 AM	1	20	0	0	0	9	4	0	6	0	3	0	0	0	0	0	43	187
8:45 AM	6	13	0	0	0	13	6	0	8	0	6	0	0	0	0	0	52	195
Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total	
All Vehicles	12	100	0	0	0	44	16	0	32	0	8	0	0	0	0	0		212
Heavy Trucks	4	8	0	0	0	8	0	0	4	0	0	0	0	0	0	0	24	
Buses																		
Pedestrians		0				0				8				0			8	
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0	
Scoters																		

Comments:

LOCATION: Wimberly Rd -- Castleberry Rd
CITY/STATE: Wake, NC

QC JOB #: 16033904
DATE: Thu, Dec 8 2022

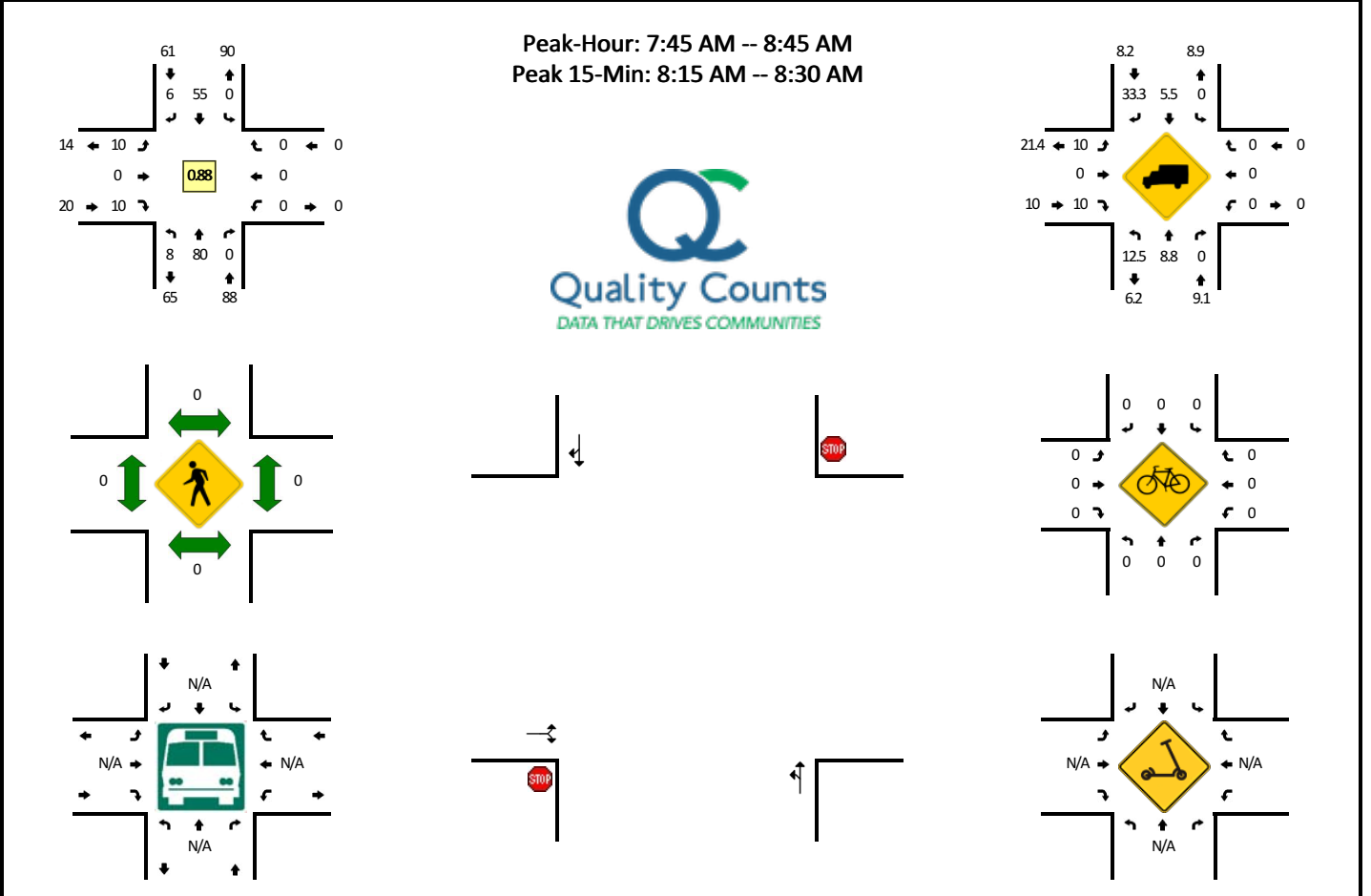


15-Min Count Period Beginning At	Wimberly Rd (Northbound)				Wimberly Rd (Southbound)				Castleberry Rd (Eastbound)				Castleberry Rd (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
4:00 PM	7	24	0	0	0	22	8	0	5	0	5	0	0	0	0	0	71	
4:15 PM	3	25	0	0	0	18	3	0	3	0	1	0	0	0	0	0	53	
4:30 PM	4	22	0	0	0	15	4	0	11	0	0	0	0	0	0	0	56	
4:45 PM	6	18	0	0	0	14	8	0	6	0	3	0	0	0	0	0	55	235
5:00 PM	3	11	0	0	0	19	8	0	6	0	3	0	0	0	0	0	50	214
5:15 PM	2	12	0	0	0	14	7	0	5	0	2	0	0	0	0	0	42	203
5:30 PM	7	11	0	0	0	19	2	0	7	0	7	0	0	0	0	0	53	200
5:45 PM	2	16	0	0	0	16	9	0	8	0	9	0	0	0	0	0	60	205
Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total	
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
All Vehicles	28	96	0	0	0	88	32	0	20	0	20	0	0	0	0	0	284	
Heavy Trucks	0	0	0	0	0	0	0	0	4	0	0	0	0	0	0	0	4	
Buses																		
Pedestrians		0				0				0				0			0	
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0	
Scoters																		

Comments:

LOCATION: Wimberly Rd -- Wimberly Oaks Dr
CITY/STATE: Apex, NC

QC JOB #: 16033905
DATE: Thu, Dec 8 2022

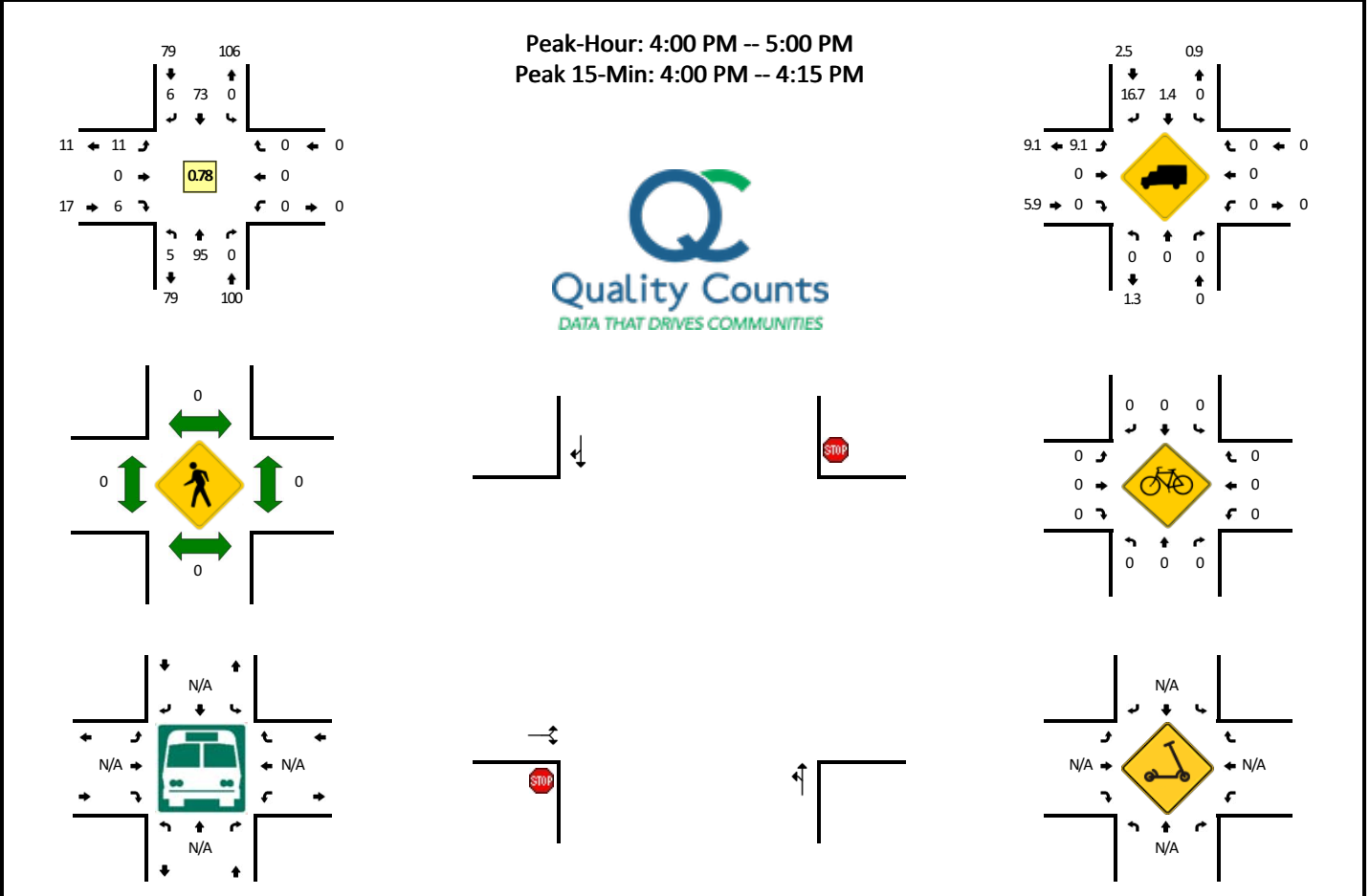


15-Min Count Period Beginning At	Wimberly Rd (Northbound)				Wimberly Rd (Southbound)				Wimberly Oaks Dr (Eastbound)				Wimberly Oaks Dr (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
7:00 AM	1	8	0	0	0	30	2	0	1	0	1	0	0	0	0	0	43	
7:15 AM	5	17	0	0	0	18	3	0	3	0	0	0	0	0	0	0	46	
7:30 AM	2	11	0	0	0	16	2	0	3	0	1	0	0	0	0	0	35	
7:45 AM	2	21	0	0	0	12	2	0	0	0	2	0	0	0	0	0	39	163
8:00 AM	1	25	0	0	0	9	2	0	4	0	2	0	0	0	0	0	43	163
8:15 AM	2	19	0	0	0	20	2	0	0	0	5	0	0	0	0	0	48	165
8:30 AM	3	15	0	0	0	14	0	0	6	0	1	0	0	0	0	0	39	169
8:45 AM	2	15	0	0	0	19	1	0	1	0	1	0	0	0	0	0	39	169
Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total	
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
All Vehicles	8	76	0	0	0	80	8	0	0	0	20	0	0	0	0	0	192	
Heavy Trucks	0	8	0	0	0	4	4	0	0	0	4	0	0	0	0	0	20	
Buses																		
Pedestrians		0				0				0				0			0	
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0	
Scoters																		

Comments:

LOCATION: Wimberly Rd -- Wimberly Oaks Dr
CITY/STATE: Apex, NC

QC JOB #: 16033906
DATE: Thu, Dec 8 2022



15-Min Count Period Beginning At	Wimberly Rd (Northbound)				Wimberly Rd (Southbound)				Wimberly Oaks Dr (Eastbound)				Wimberly Oaks Dr (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
4:00 PM	3	27	0	0	0	26	3	0	2	0	2	0	0	0	0	0	63	
4:15 PM	0	24	0	0	0	18	1	0	3	0	2	0	0	0	0	0	48	
4:30 PM	1	22	0	0	0	16	0	0	3	0	0	0	0	0	0	0	42	
4:45 PM	1	22	0	0	0	13	2	0	3	0	2	0	0	0	0	0	43	196
5:00 PM	3	14	0	0	0	24	1	0	0	0	1	0	0	0	0	0	43	176
5:15 PM	1	14	0	0	0	14	0	0	0	0	1	0	0	0	0	0	30	158
5:30 PM	0	17	0	0	0	23	1	0	1	0	1	0	0	0	0	0	43	159
5:45 PM	2	18	0	0	0	27	0	0	2	0	0	0	0	0	0	0	49	165
Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total	
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
All Vehicles	12	108	0	0	0	104	12	0	8	0	8	0	0	0	0	0	252	
Heavy Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Buses																		
Pedestrians		0				0				0				0			0	
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0	
Scoters																		

Comments:

Appendix D: Approved Developments

Duke Health Green Level West (22-TAR-463A)

Cary, North Carolina

PREPARED FOR

Town of Cary
c/o Priyatham Konda, PE
316 N Academy Street
PO Box 8005
Cary, NC 27512-8005

PREPARED BY



VHB Engineering NC, P.C. (C-3075)
940 Main Campus Drive, Suite 500
Raleigh, NC 27606
919.829.0328

5/4/2022



MCADAMS

PREPARED FOR:
BELCANTO ASSET
GROWTH FUND LLC

BELCANTO - GREEN LEVEL WEST LAND DEVELOPMENT EXHIBIT
CARY, NORTH CAROLINA



BCA-20000
06.18.2021

01

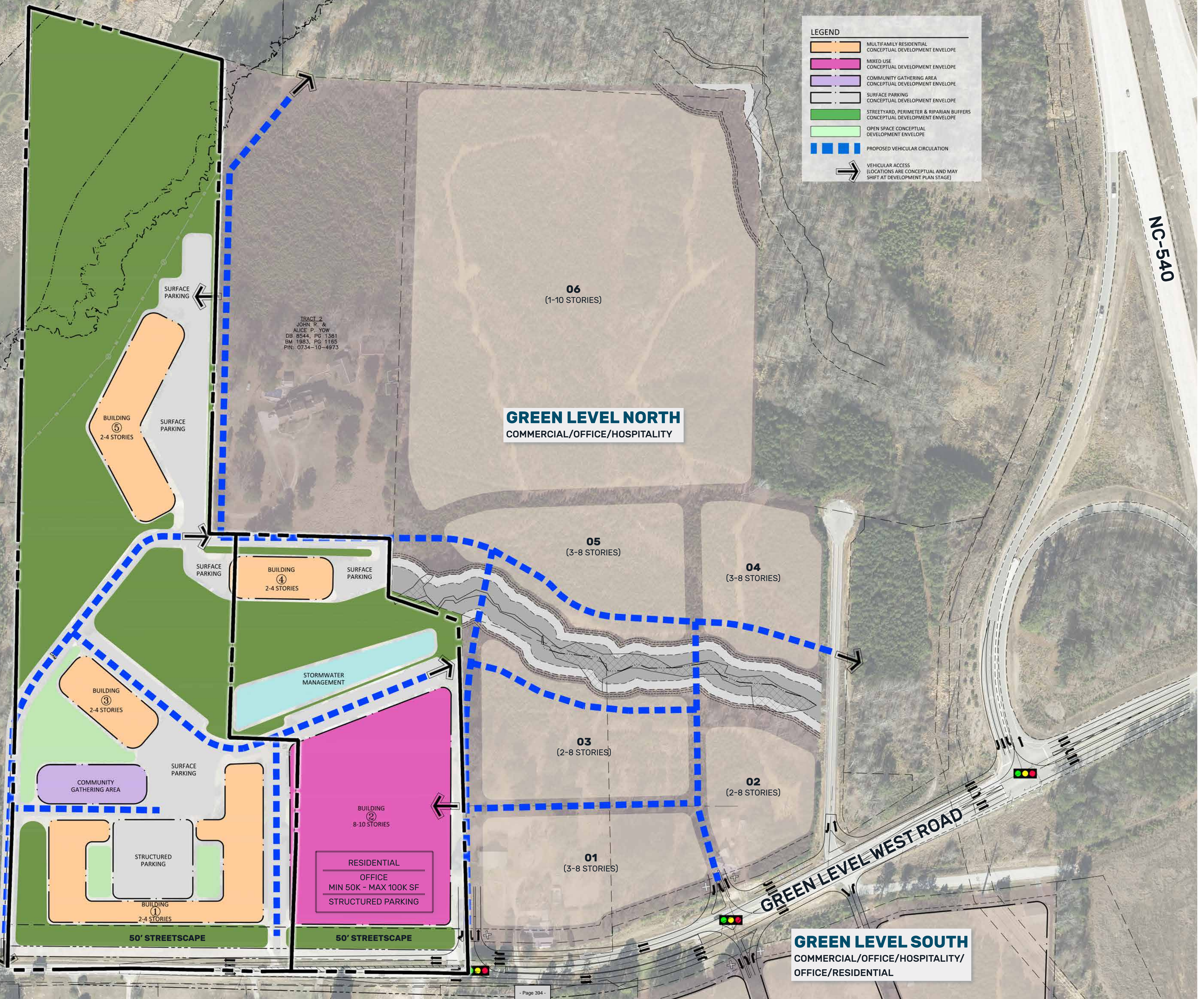
LEGEND

- MULTIFAMILY RESIDENTIAL CONCEPTUAL DEVELOPMENT ENVELOPE
- MIXED USE CONCEPTUAL DEVELOPMENT ENVELOPE
- COMMUNITY GATHERING AREA CONCEPTUAL DEVELOPMENT ENVELOPE
- SURFACE PARKING CONCEPTUAL DEVELOPMENT ENVELOPE
- STREETYARD, PERIMETER & RIPARIAN BUFFERS CONCEPTUAL DEVELOPMENT ENVELOPE
- OPEN SPACE CONCEPTUAL DEVELOPMENT ENVELOPE
- PROPOSED VEHICULAR CIRCULATION
- VEHICULAR ACCESS (LOCATIONS ARE CONCEPTUAL AND MAY SHIFT AT DEVELOPMENT PLAN STAGE)

OPEN SPACE
SOUTHERLYN
HOMEOWNERS
ASSOCIATION, INC.
DB 16576, PG 1432
BM 2016, PG 1654
PIN: 0734-01-5240

TRACT 2
JOHN R. &
ALICE P. YOW
DB 8544, PG 1381
BM 1983, PG 1165
PIN: 0734-10-4973

GREENLEVEL
BEAVER DAM, LLC
DB 12635, PG 68
PIN: 0723-99-3883



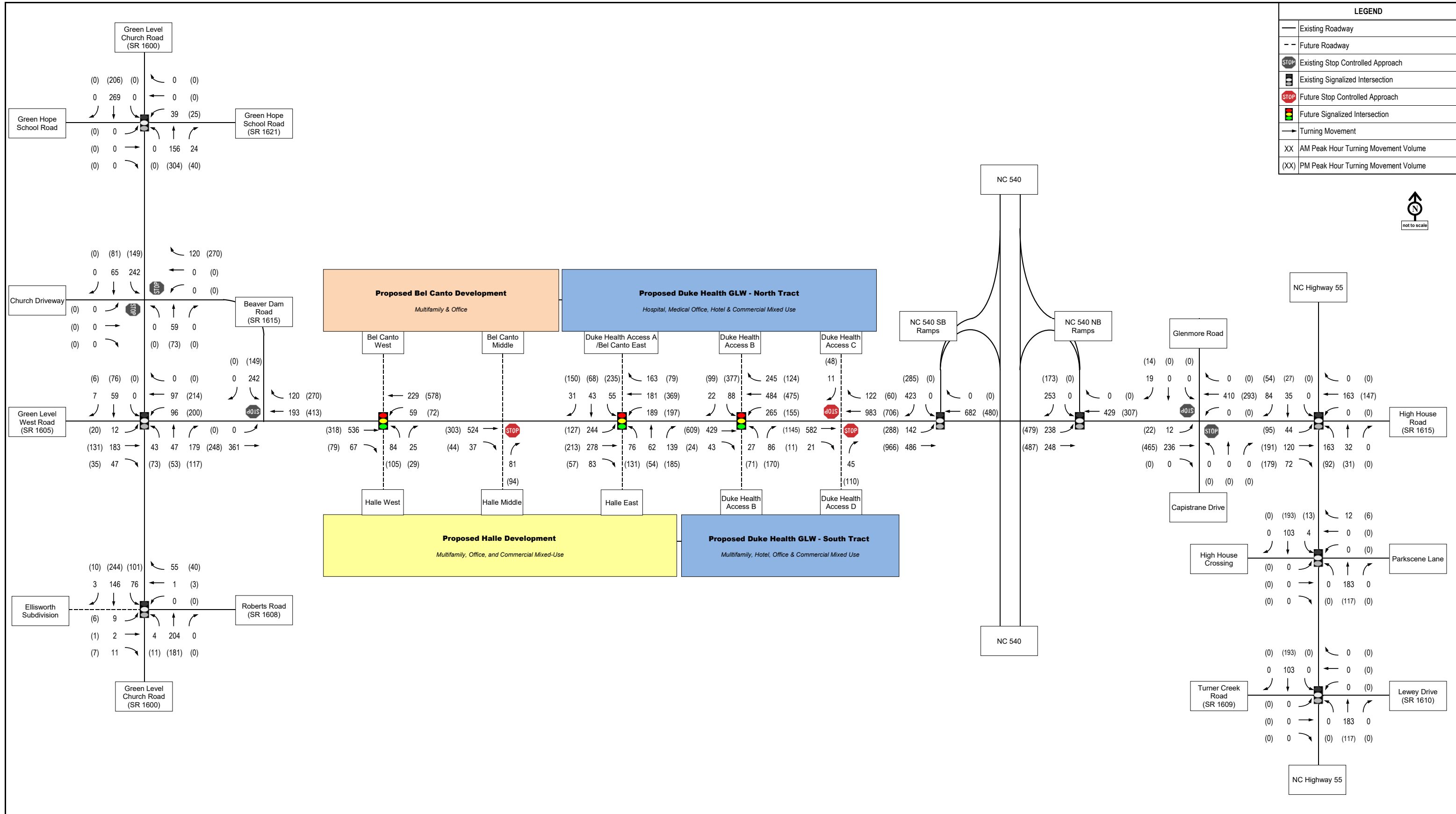
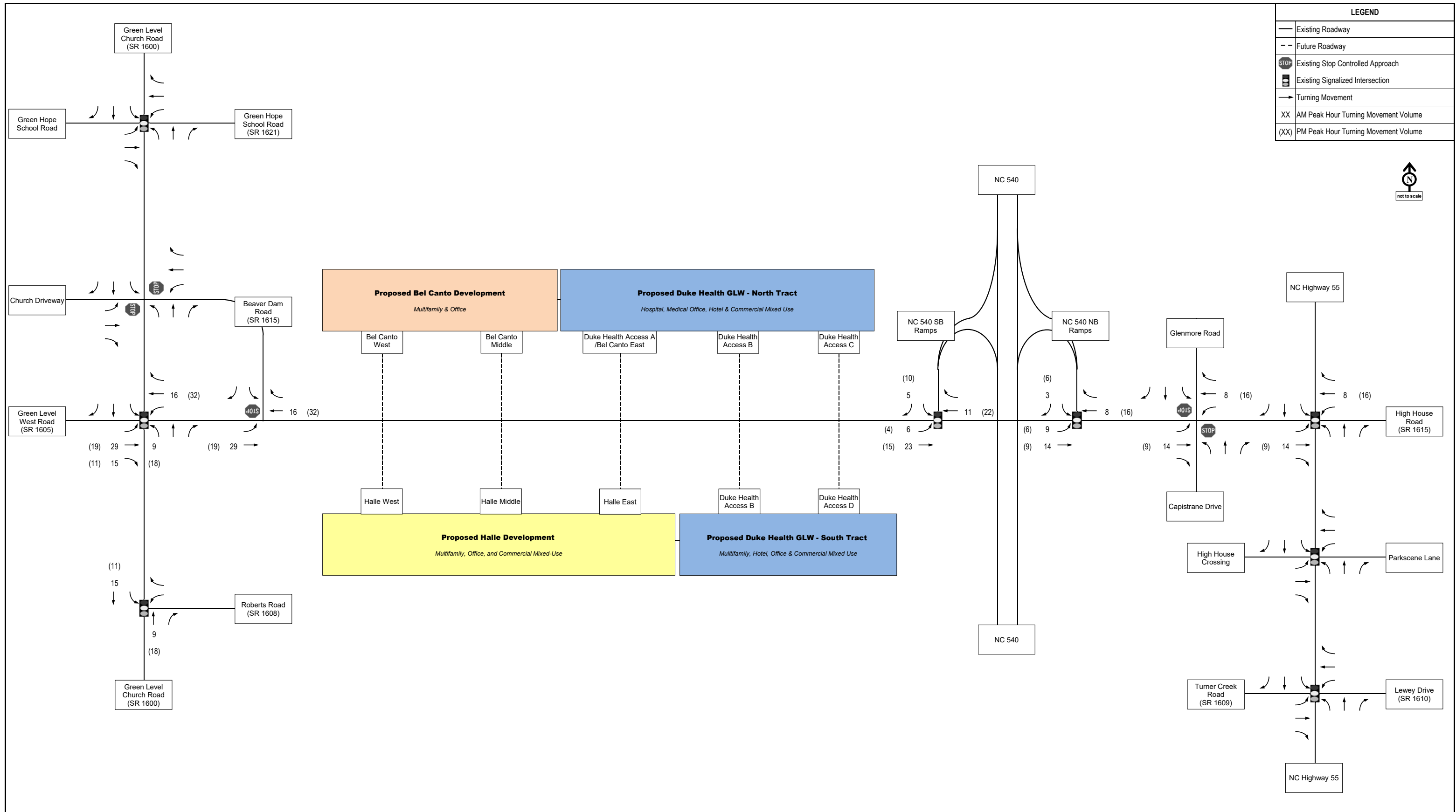


Figure E-13
Total AM and PM Peak Hour Site Trips Due to Background Developments (without Bel Canto)

Duke Health Green Level West (22-TAR-463A) Town of Cary, NC



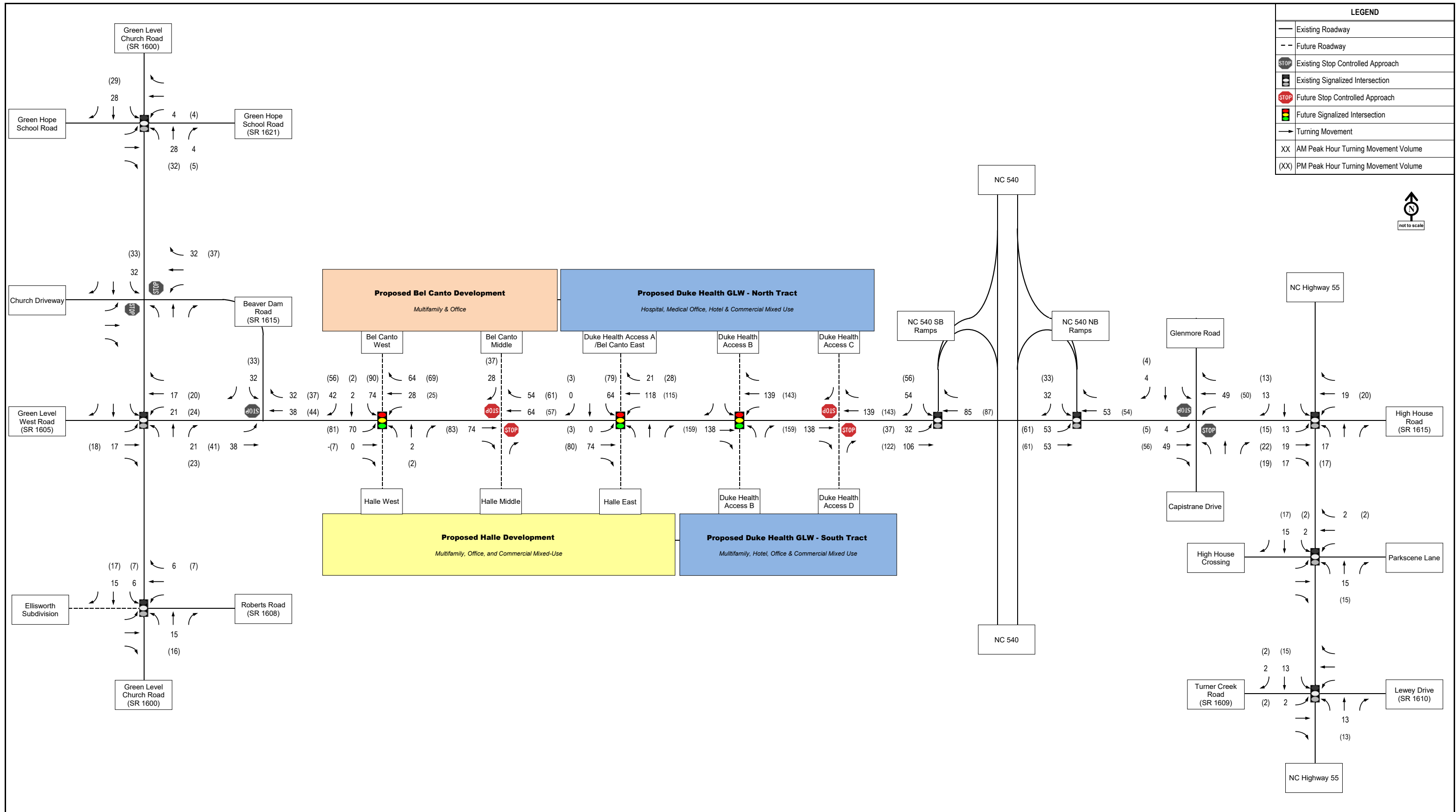
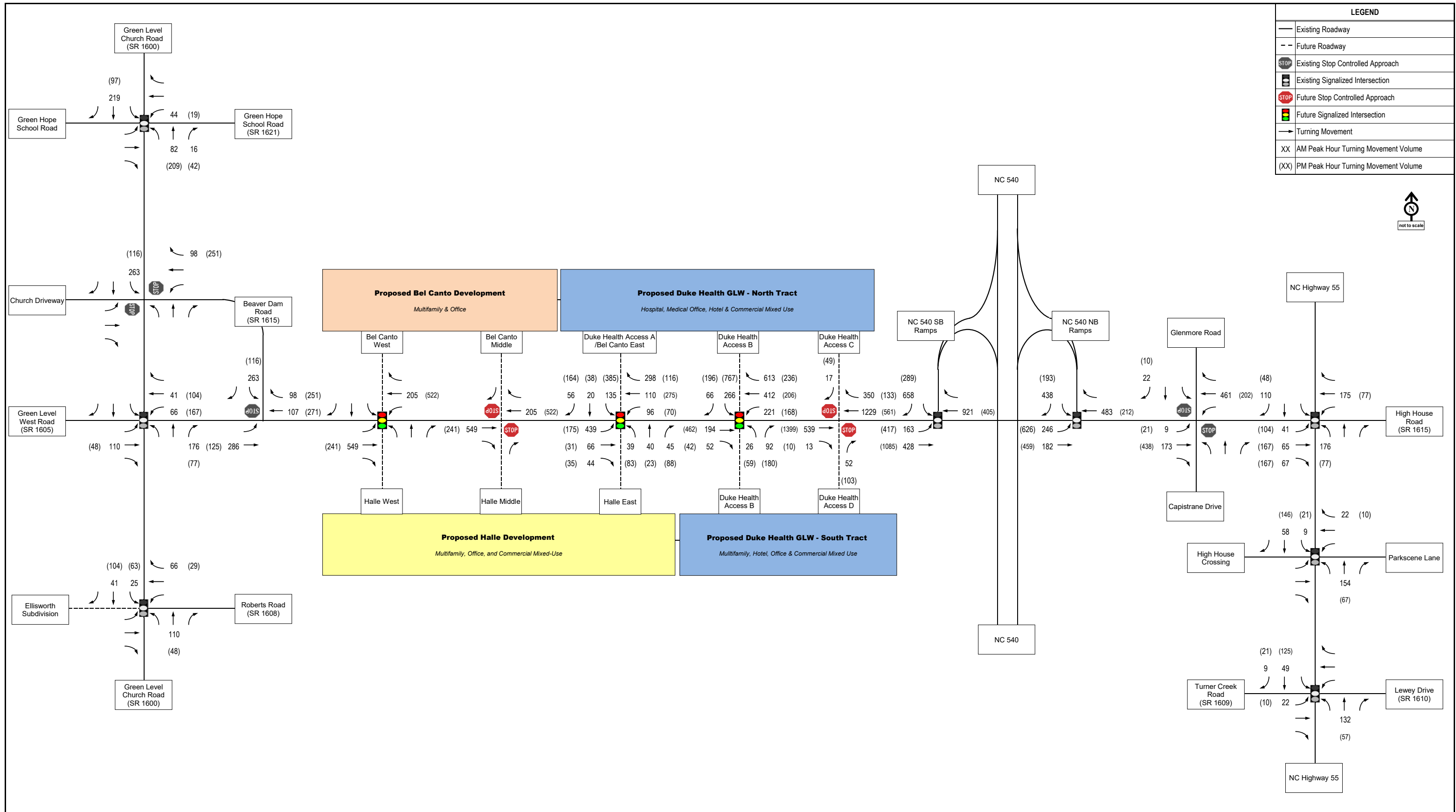


Figure 7
AM and PM Peak Hour Site Trips (Bel Canto)

Duke Health Green Level West
(22-TAR-463A)
Town of Cary, NC





LEGEND	
	Existing Roadway
	Future Roadway
	Existing Stop Controlled Approach
	Existing Signalized Intersection
	Future Stop Controlled Approach
	Future Signalized Intersection
	Turning Movement
XX	AM Peak Hour Turning Movement Volume
(XX)	PM Peak Hour Turning Movement Volume



Figure 11
AM and PM Peak Hour Total Site Trips (Duke Health North + South Total)

Duke Health Green Level West
(22-TAR-463A)
Town of Cary, NC

TRAFFIC IMPACT ANALYSIS

FOR

WILLIAMS PROPERTY

LOCATED

IN

APEX, NORTH CAROLINA

Prepared For:
Stanley Martin
11710 Plaza America Drive, Suite 1100
Reston, VA 20190

Prepared By:
Ramey Kemp & Associates, Inc.
5808 Faringdon Place, Suite 100
Raleigh, NC 27609
License #C-0910

March 2021

RKA Project No. 21025



3/1/2021

Prepared By: MLS

Reviewed By: JTR

WILLIAMS PROPERTY CONCEPT PLAN



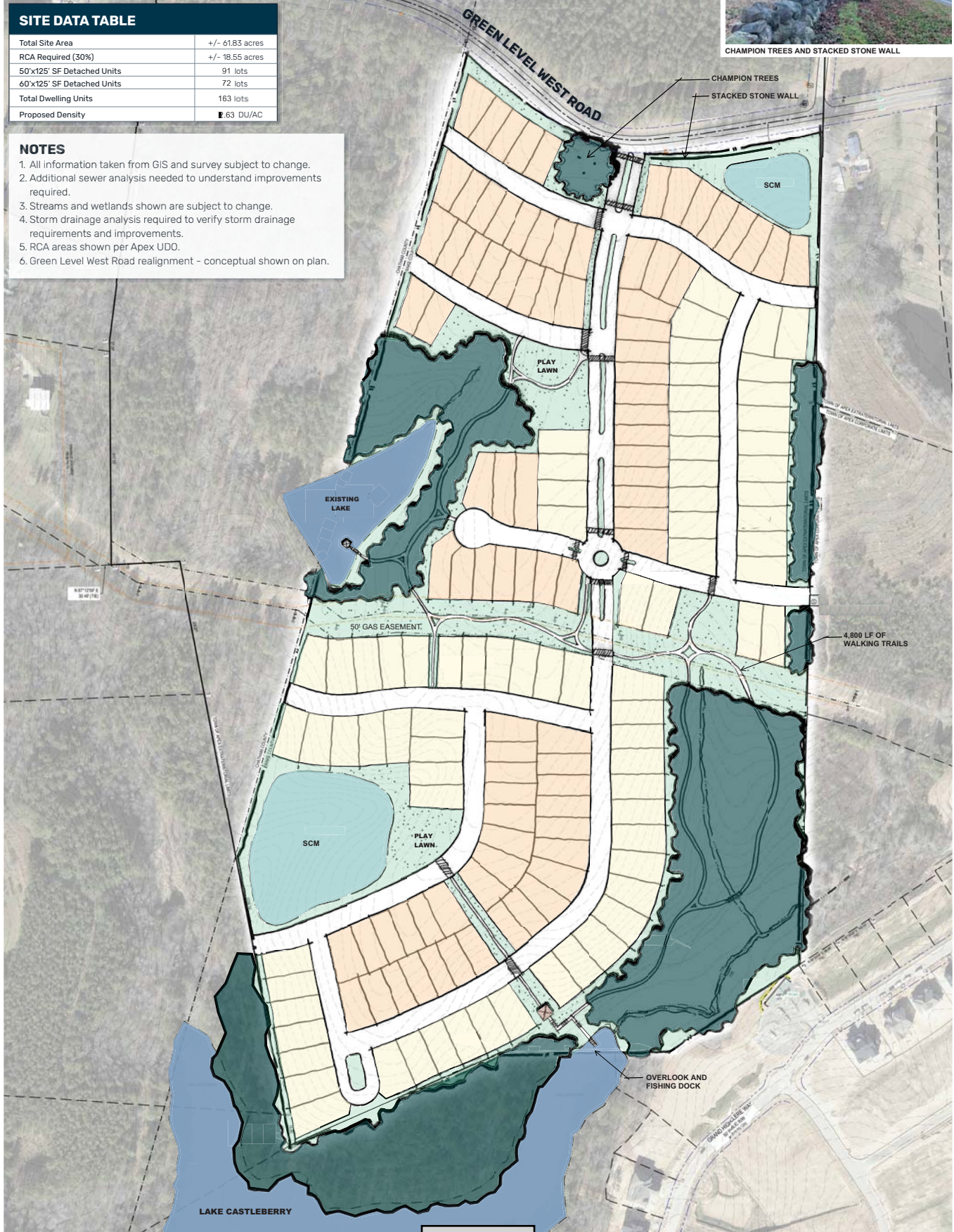
CHAMPION TREES AND STACKED STONE WALL

SITE DATA TABLE

Total Site Area	+/- 61.83 acres
RCA Required (30%)	+/- 18.55 acres
50'x125' SF Detached Units	91 lots
60'x125' SF Detached Units	72 lots
Total Dwelling Units	163 lots
Proposed Density	2.63 DU/AC

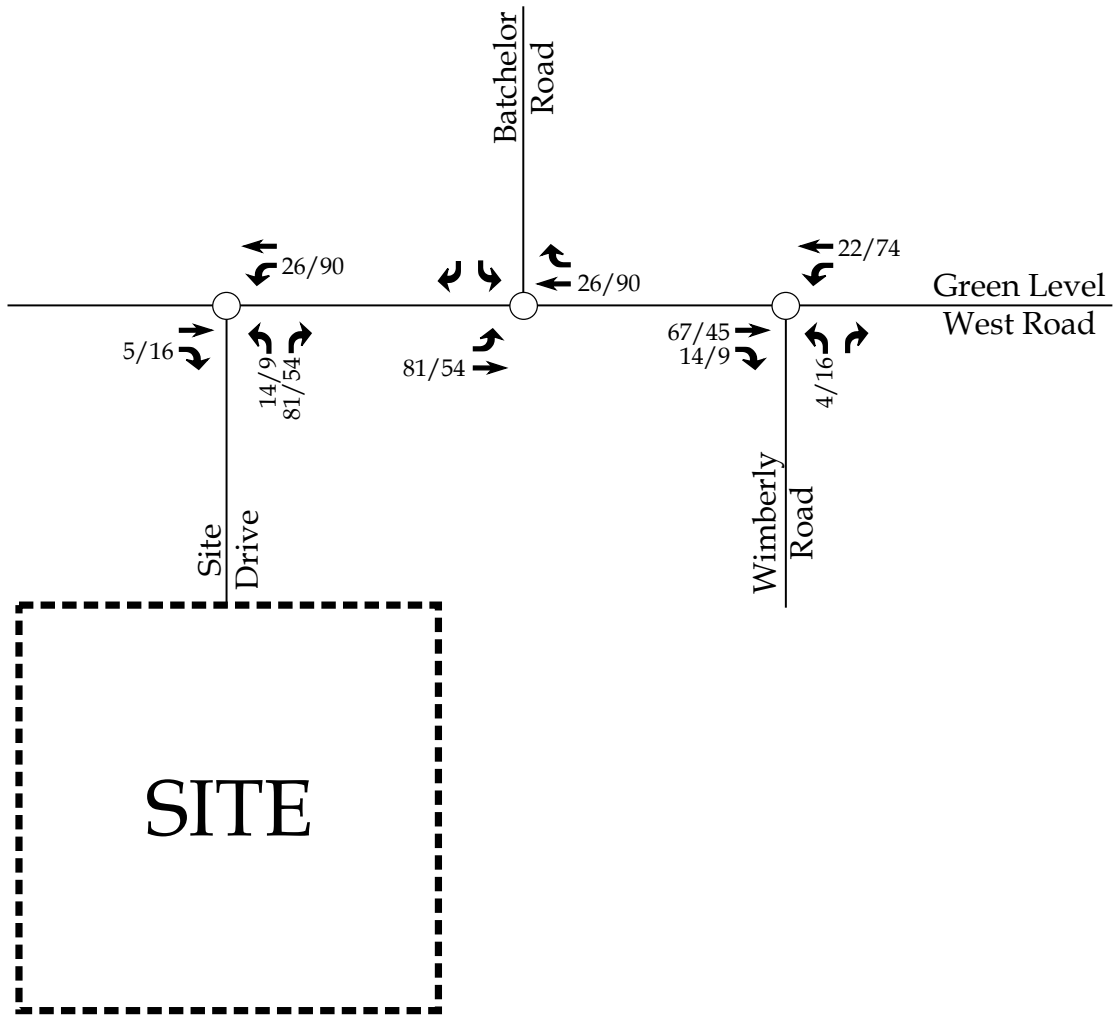
NOTES

1. All information taken from GIS and survey subject to change.
2. Additional sewer analysis needed to understand improvements required.
3. Streams and wetlands shown are subject to change.
4. Storm drainage analysis required to verify storm drainage requirements and improvements.
5. RCA areas shown per Apex UDO.
6. Green Level West Road realignment - conceptual shown on plan.



LEGEND

- Unsignalized Intersection
- X / Y → Weekday AM / PM Peak Hour Site Trips



Moving forward.



Williams Property
Apex, NC

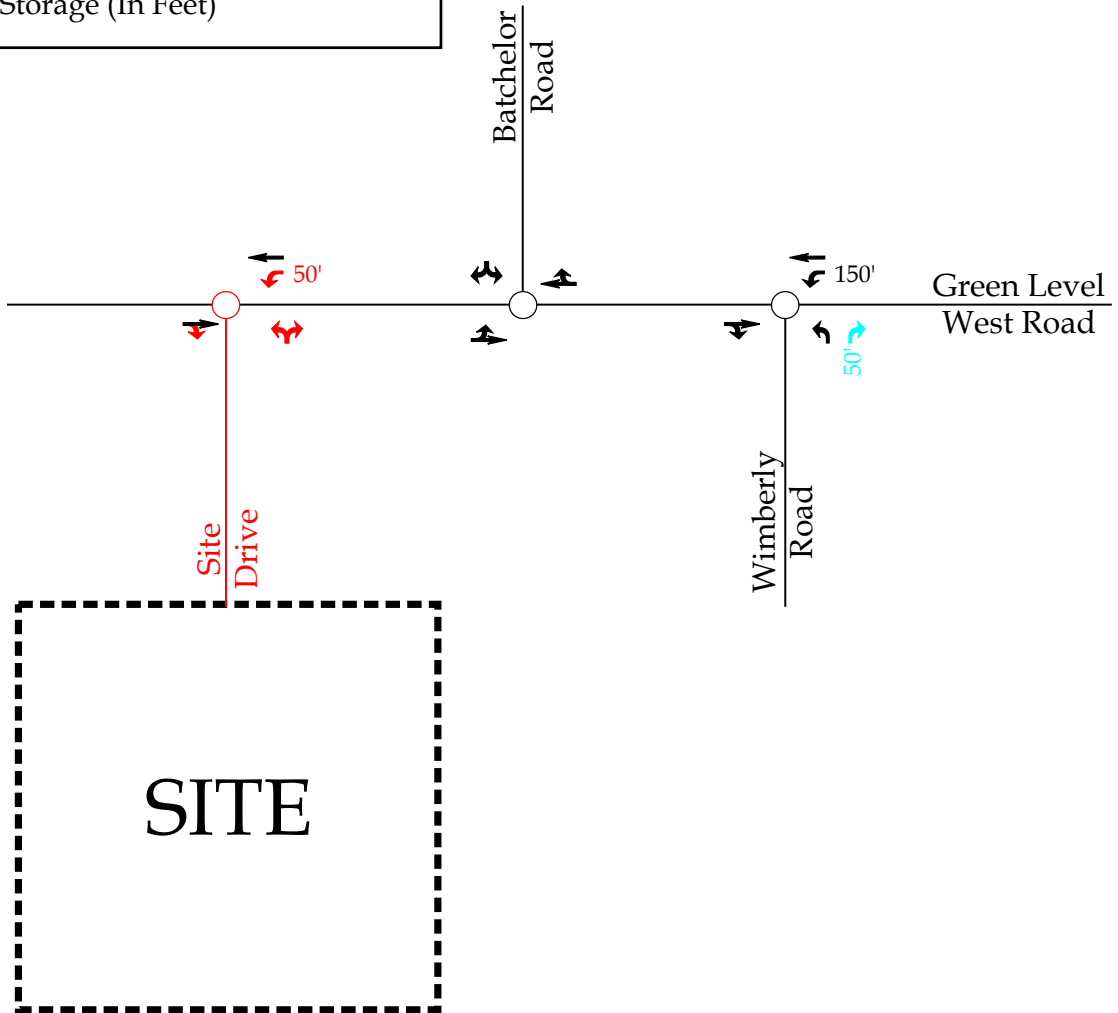
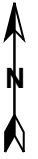
Site Trip Assignment

Scale: Not to Scale

Figure 9

LEGEND

- Unsignalized Intersection
- ➔ Existing Lane
- ➔ Improvement by Developer
- ➔ Wolfe Properties Improvement
- x' Storage (In Feet)



Moving forward.



Williams Property
Apex, NC

Recommended Lane
Configurations

Scale: Not to Scale | Figure 11

Traffic Impact Analysis for
The Retreat at the Preserve at White Oak
Apex, North Carolina

Prepared for:
Taylor Morrison
Cary, North Carolina

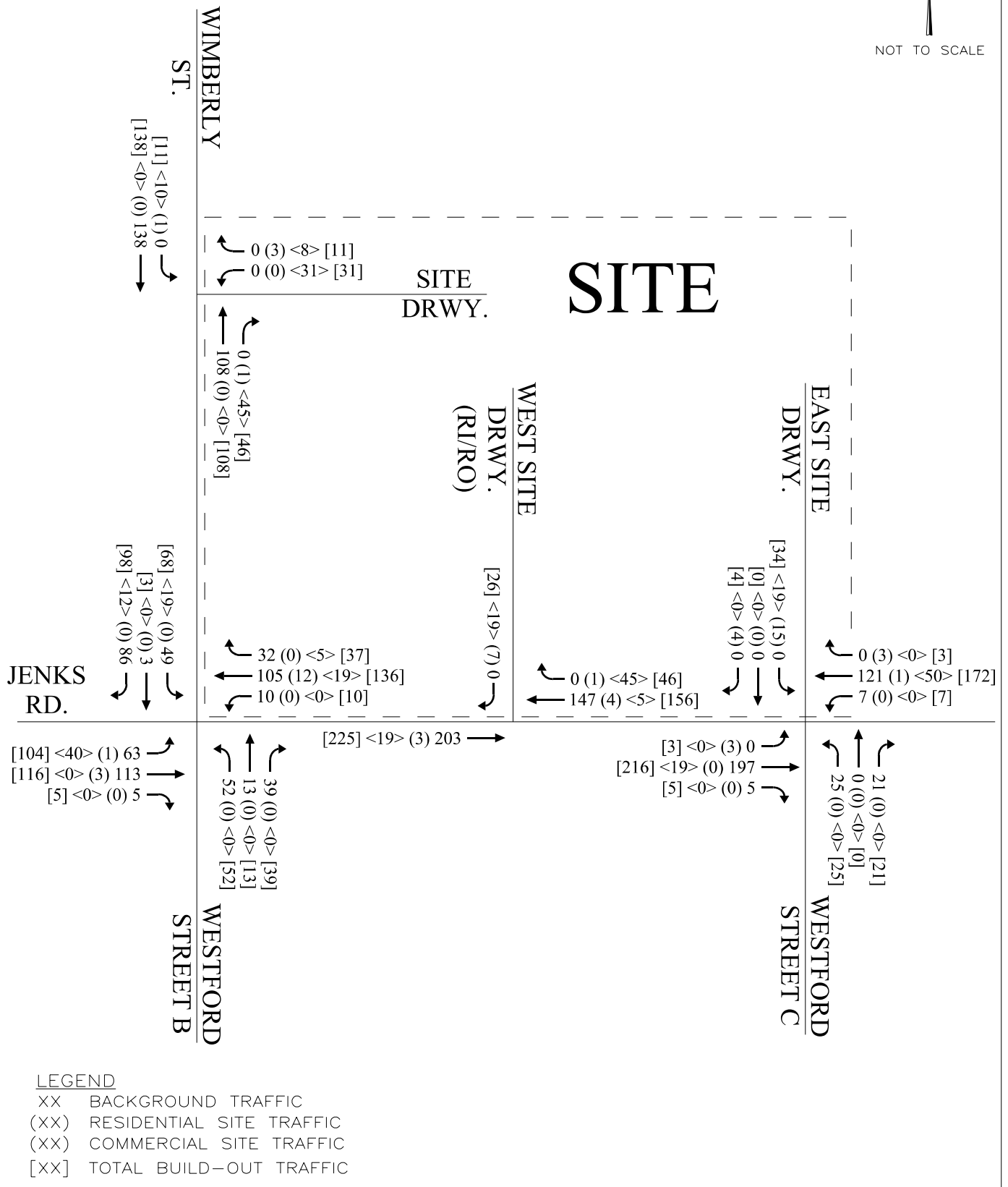
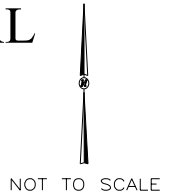
Prepared by:
Kimley-Horn and Associates, Inc.
NC License #F-0102
300 West Morgan Street, Suite 1500
Durham, NC 27701
(919) 682-3583

March 2021
017270007



3/26/2021

SCENARIO #2: COMMERCIAL + RESIDENTIAL



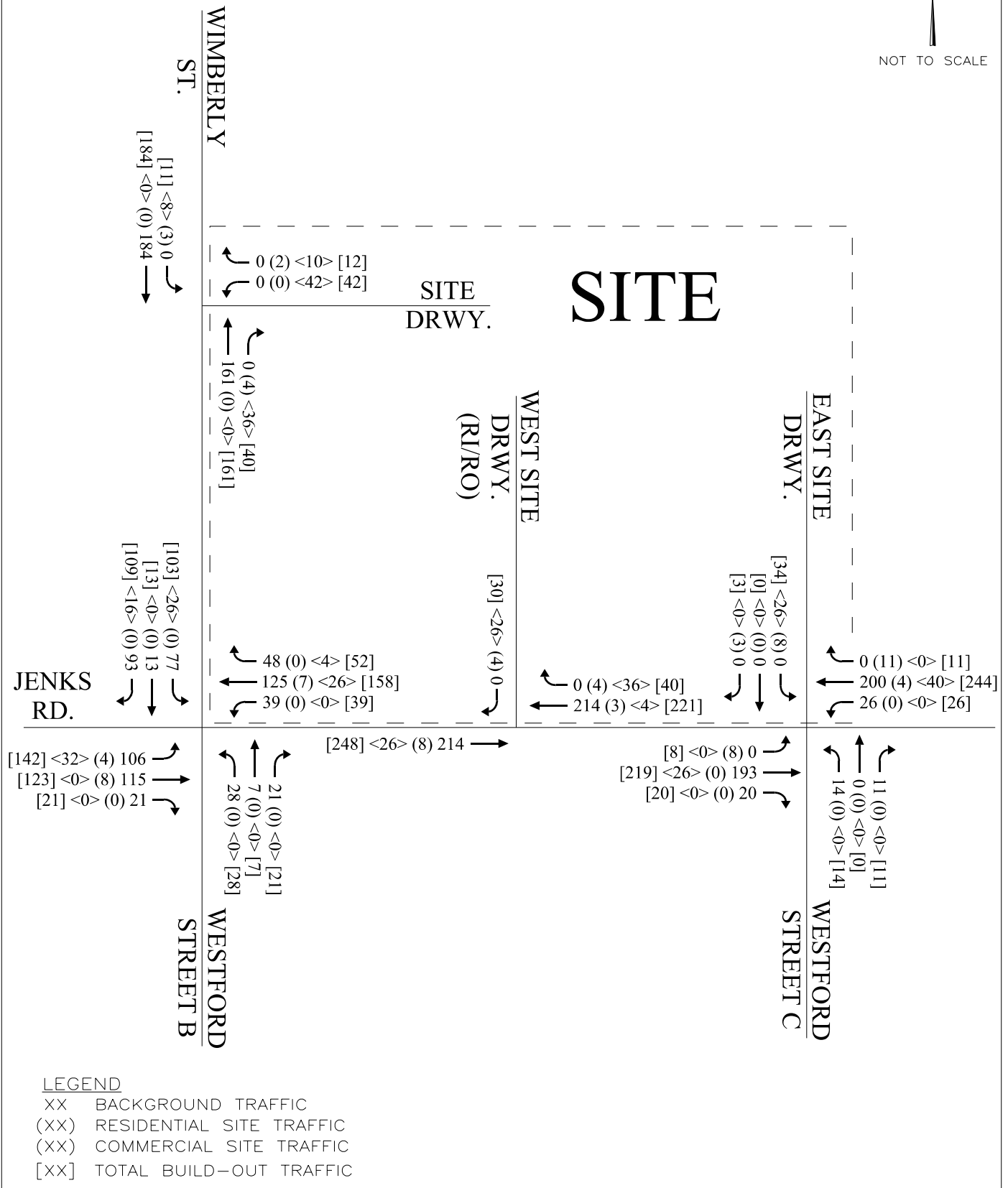
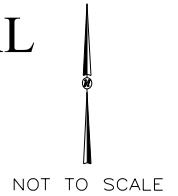
THE RETREAT AT THE PRESERVE
AT WHITE OAK
APEX, NC
TRAFFIC IMPACT ANALYSIS

PROJECTED (2025) BUILD
AM PEAK HOUR TRAFFIC
VOLUMES - SCENARIO 2
(COMMERCIAL + RESIDENTIAL)

FIGURE
5.5

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SCENARIO #2: COMMERCIAL + RESIDENTIAL



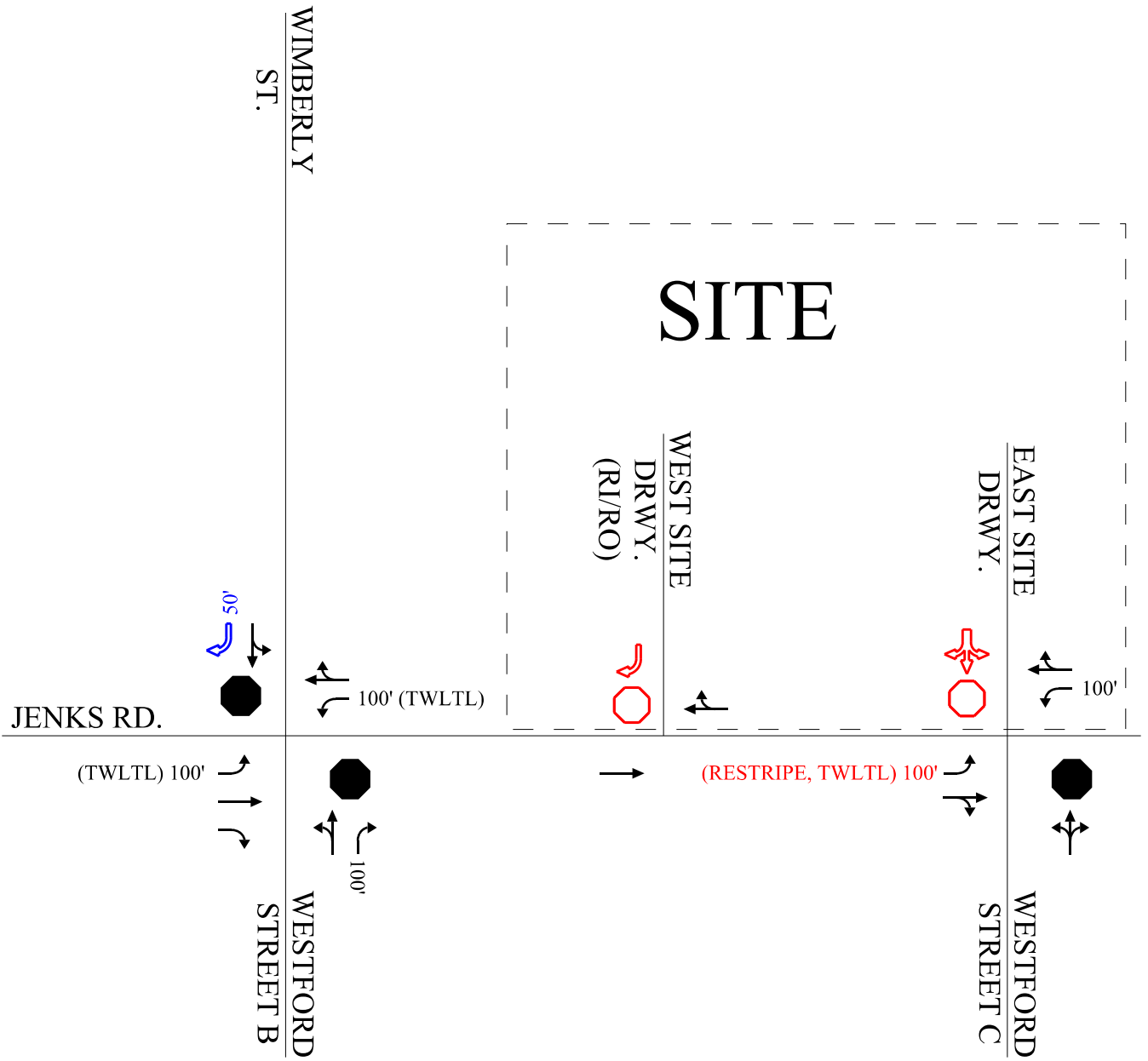
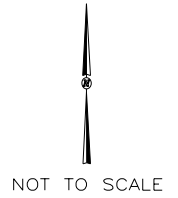
THE RETREAT AT THE PRESERVE
AT WHITE OAK
APEX, NC
TRAFFIC IMPACT ANALYSIS

PROJECTED (2025) BUILD
PM PEAK HOUR TRAFFIC
VOLUMES - SCENARIO 2
(COMMERCIAL + RESIDENTIAL)

FIGURE
5.6

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SCENARIO #1: RESIDENTIAL ONLY



LEGEND

- EXISTING LANE
- EXISTING STOP SIGN
- XX' STORAGE LENGTH
- COMMITTED LANE (BY OTHERS)
- RECOMMENDED LANE
- RECOMMENDED STOP SIGN



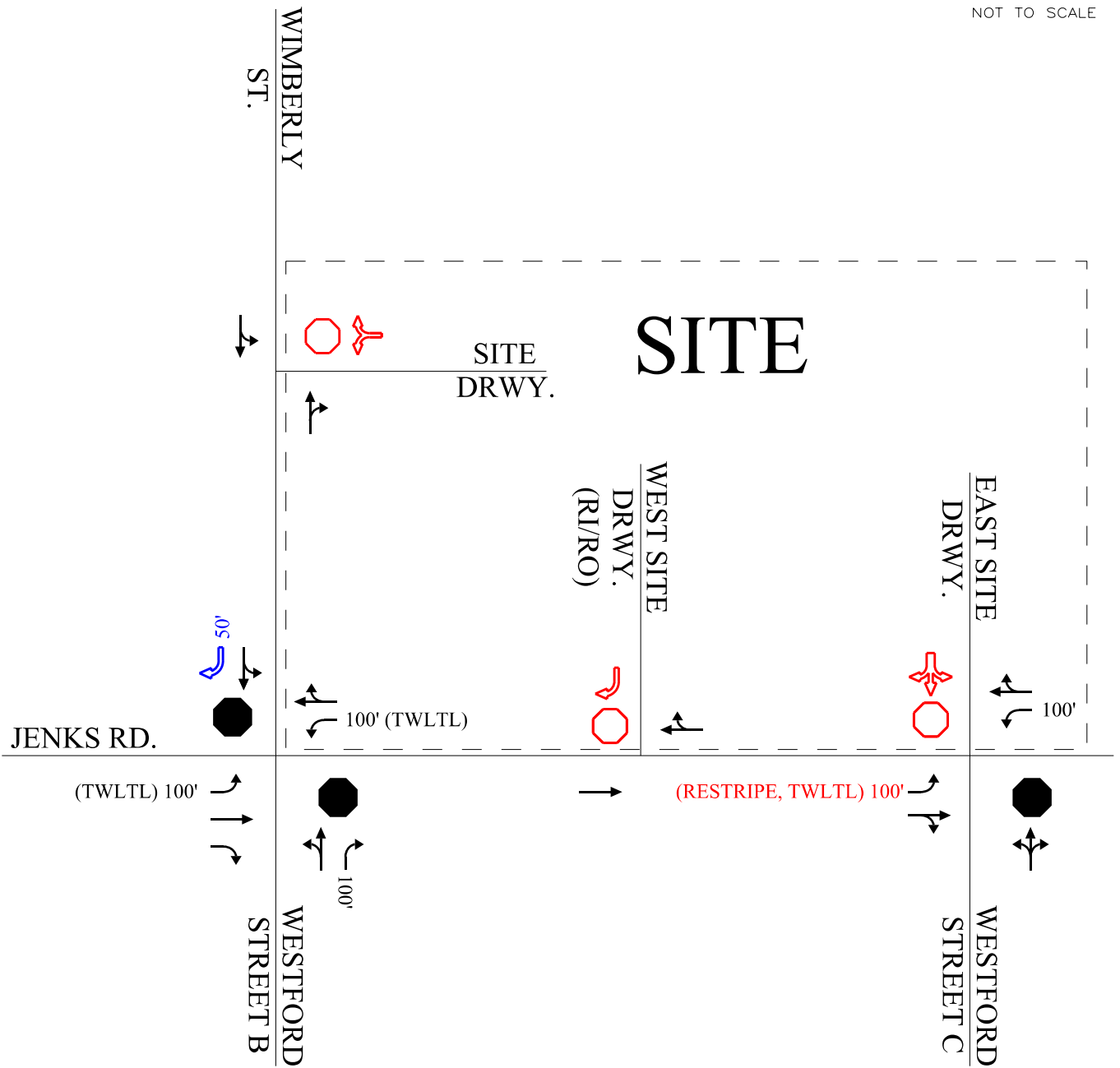
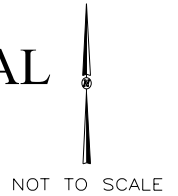
THE RETREAT AT THE PRESERVE
AT WHITE OAK
APEX, NC
TRAFFIC IMPACT ANALYSIS

COMMITTED AND RECOMMENDED
ROADWAY LANEAGE –
SCENARIO #1
(RESIDENTIAL ONLY)

FIGURE
7.1

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SCENARIO #2: COMMERCIAL + RESIDENTIAL



LEGEND

- EXISTING LANE
- EXISTING STOP SIGN
- XX' STORAGE LENGTH
- COMMITTED LANE (BY OTHERS)
- RECOMMENDED LANE
- RECOMMENDED STOP SIGN



THE RETREAT AT THE PRESERVE
AT WHITE OAK
APEX, NC
TRAFFIC IMPACT ANALYSIS

COMMITTED AND RECOMMENDED
ROADWAY LANEAGE -
SCENARIO #2
(COMMERCIAL + RESIDENTIAL)

FIGURE
7.2

Trip Generation Analysis (11th Edition)
 Castleberry Assembly
 Apex, NC

Land Use	Density	Daily Trips			AM Peak Hour			PM Peak Hour		
		Total	In	Out	Total	In	Out	Total	In	Out
Proposed Project Trips										
210 Single-Family Detached Housing	6 dwelling units	76	38	38	6	2	4	7	4	3
Gross Project Trips		76	38	38	6	2	4	7	4	3

Intersection Analysis Sheet

Project:	Castleberry Assembly
Location:	Apex, North Carolina
Ct. Date:	12/8/2022
N/S Street:	Wimberly Road
E/W Street:	Green Level West Road

	AM In	AM Out	PM In	PM Out
Net New Trips:	2	4	4	3
Pass-By Trips:	0	0	0	0

Annual Growth Rate:	3.0%	Existing Year:	2022
Growth Factor:	0.125509	Buildout Year:	2026

**AM PEAK HOUR
AM PHF = 0.9**

Description	Green Level West Road Eastbound				Green Level West Road Westbound				Wimberly Road Northbound				-- Southbound			
	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right
Project Traffic																
Percent Assignment Inbound	0%	0%	0%	10%	0%	55%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Inbound Project Traffic	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0
Percent Assignment Outbound	0%	0%	0%	0%	0%	0%	0%	0%	0%	10%	0%	55%	0%	0%	0%	0%
Outbound Project Traffic	0	0	0	0	0	0	0	0	0	0	0	3	0	0	0	0
Total Project Traffic	0	0	0	0	0	1	0	0	0	0	0	3	0	0	0	0

Overall Percent Impact 100.0%

**PM PEAK HOUR
PM PHF = 0.94**

Description	Green Level West Road Eastbound				Green Level West Road Westbound				Wimberly Road Northbound				-- Southbound			
	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right
Project Traffic																
Percent Assignment Inbound	0%	0%	0%	10%	0%	55%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Inbound Project Traffic	0	0	0	0	0	3	0	0	0	0	0	0	0	0	0	0
Percent Assignment Outbound	0%	0%	0%	0%	0%	0%	0%	0%	0%	10%	0%	55%	0%	0%	0%	0%
Outbound Project Traffic	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0
Total Project Traffic	0	0	0	0	0	3	0	0	0	0	0	2	0	0	0	0

Overall Percent Impact 100.0%

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1/19/23

Intersection Analysis Sheet

Project:	Castleberry Assembly
Location:	Apex, North Carolina
Ct. Date:	12/8/2022
N/S Street:	Wimberly Road
E/W Street:	Castleberry Road

	AM In	AM Out	PM In	PM Out
Net New Trips:	2	4	4	3
Pass-By Trips:	0	0	0	0

Annual Growth Rate:	3.0%	Existing Year:	2022
Growth Factor:	0.125509	Buildout Year:	2026

**AM PEAK HOUR
AM PHF = 0.92**

Description	Castleberry Road Eastbound				Westbound				Wimberly Road Northbound				Wimberly Road Southbound			
	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right
Project Traffic																
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	65%	0%
Inbound Project Traffic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0
Percent Assignment Outbound	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	65%	0%	0%	0%	0%	0%
Outbound Project Traffic	0	0	0	0	0	0	0	0	0	0	3	0	0	0	0	0
Total Project Traffic	0	0	0	0	0	0	0	0	0	0	3	0	0	0	1	0
Overall Percent Impact	100.0%															

**PM PEAK HOUR
PM PHF = 0.9**

Description	Castleberry Road Eastbound				Westbound				Wimberly Road Northbound				Wimberly Road Southbound			
	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right
Project Traffic																
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	65%	0%
Inbound Project Traffic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3	0
Percent Assignment Outbound	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	65%	0%	0%	0%	0%	0%
Outbound Project Traffic	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0
Total Project Traffic	0	0	0	0	0	0	0	0	0	0	2	0	0	0	3	0
Overall Percent Impact	100.0%															

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1/19/23

Intersection Analysis Sheet

Project:	Castleberry Assembly
Location:	Apex, North Carolina
Ct. Date:	12/8/2022
N/S Street:	Wimberly Road
E/W Street:	Wimberly Oaks Drive

	AM In	AM Out	PM In	PM Out
Net New Trips:	2	4	4	3
Pass-By Trips:	0	0	0	0

Annual Growth Rate:	3.0%	Existing Year:	2022
Growth Factor:	0.125509	Buildout Year:	2026

**AM PEAK HOUR
AM PHF = 0.9**

Description	Wimberly Oaks Drive Eastbound				Westbound				Wimberly Road Northbound				Wimberly Road Southbound			
	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right
Project Traffic																
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	0%	0%	0%	35%	0%	0%	0%	0%	0%	65%
Inbound Project Traffic	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1
Percent Assignment Outbound	0%	65%	0%	35%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Outbound Project Traffic	0	3	0	1	0	0	0	0	0	0	0	0	0	0	0	0
Total Project Traffic	0	3	0	1	0	0	0	0	0	1	0	0	0	0	0	1
Overall Percent Impact	100.0%															

**PM PEAK HOUR
PM PHF = 0.9**

Description	Wimberly Oaks Drive Eastbound				Westbound				Wimberly Road Northbound				Wimberly Road Southbound			
	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right
Project Traffic																
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	0%	0%	0%	35%	0%	0%	0%	0%	0%	65%
Inbound Project Traffic	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	3
Percent Assignment Outbound	0%	65%	0%	35%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Outbound Project Traffic	0	2	0	1	0	0	0	0	0	0	0	0	0	0	0	0
Total Project Traffic	0	2	0	1	0	0	0	0	0	1	0	0	0	0	0	3
Overall Percent Impact	100.0%															

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1/19/23

Intersection Analysis Sheet

Project:	Castleberry Assembly
Location:	Apex, North Carolina
Cl. Date:	12/14/2022
N/S Street:	Green Level Church Road
E/W Street:	Green Level West Road

	AM In	AM Out	PM In	PM Out
Net New Trips:	2	4	4	3
Pass-By Trips:	0	0	0	0

Annual Growth Rate:	3.0%	Existing Year:	2022
Growth Factor:	0.125509	Buildout Year:	2026

**AM PEAK HOUR
AM PHF = 0.9**

Description	Green Level West Road Eastbound				Green Level West Road Westbound				Green Level Church Road Northbound				Green Level Church Road Southbound			
	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right
Project Traffic																
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	40%	0%	0%	10%	0%	0%	0%	0%	0%	5%
Inbound Project Traffic	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0
Percent Assignment Outbound	0%	5%	40%	10%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Outbound Project Traffic	0	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Project Traffic	0	0	3	0	0	0	1	0	0	0	0	0	0	0	0	0
Overall Percent Impact	100.0%															

**PM PEAK HOUR
PM PHF = 0.96**

Description	Green Level West Road Eastbound				Green Level West Road Westbound				Green Level Church Road Northbound				Green Level Church Road Southbound			
	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right
Project Traffic																
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	40%	0%	0%	10%	0%	0%	0%	0%	0%	5%
Inbound Project Traffic	0	0	0	0	0	0	3	0	0	0	0	0	0	0	0	0
Percent Assignment Outbound	0%	5%	40%	10%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Outbound Project Traffic	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Project Traffic	0	0	2	0	0	0	3	0	0	0	0	0	0	0	0	0
Overall Percent Impact	100.0%															

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1/19/23

Intersection Analysis Sheet

Project:	Castleberry Assembly
Location:	Apex, North Carolina
Ct. Date:	Balanced with Wimberly Road at Castleberry Road
N/S Street:	Site Driveway
E/W Street:	Castleberry Road

	AM In	AM Out	PM In	PM Out
Net New Trips:	2	4	4	3
Pass-By Trips:	0	0	0	0

Annual Growth Rate:	3.0%	Existing Year:	2022
Growth Factor:	0.125509	Buildout Year:	2026

**AM PEAK HOUR
AM PHF = 0.9**

Description	Castleberry Road Eastbound				Castleberry Road Westbound				Site Driveway Northbound				-- Southbound			
	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right
Project Traffic																
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Inbound Project Traffic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Percent Assignment Outbound	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Outbound Project Traffic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Project Traffic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Overall Percent Impact -

**PM PEAK HOUR
PM PHF = 0.9**

Description	Castleberry Road Eastbound				Castleberry Road Westbound				Site Driveway Northbound				-- Southbound			
	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right
Project Traffic																
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Inbound Project Traffic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Percent Assignment Outbound	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Outbound Project Traffic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Project Traffic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

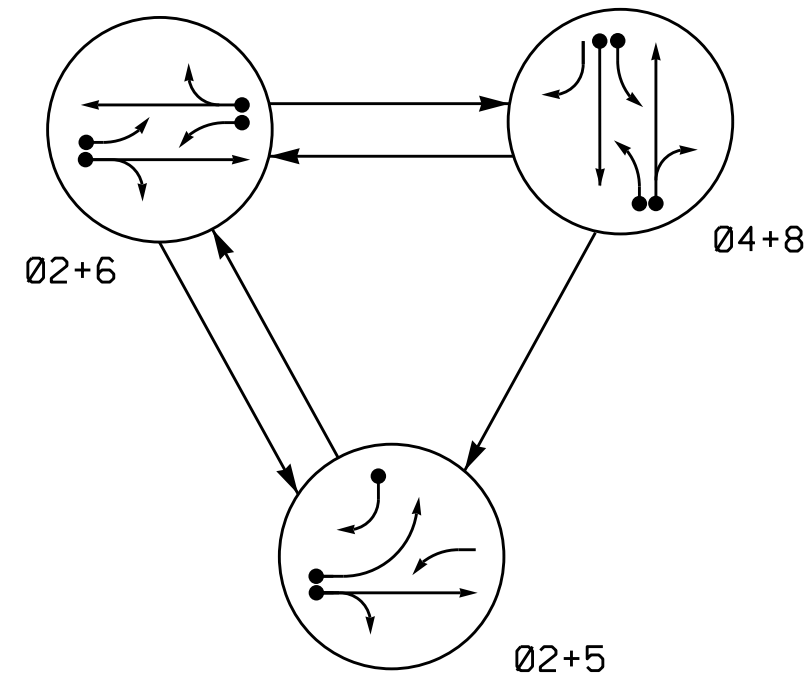
Overall Percent Impact -

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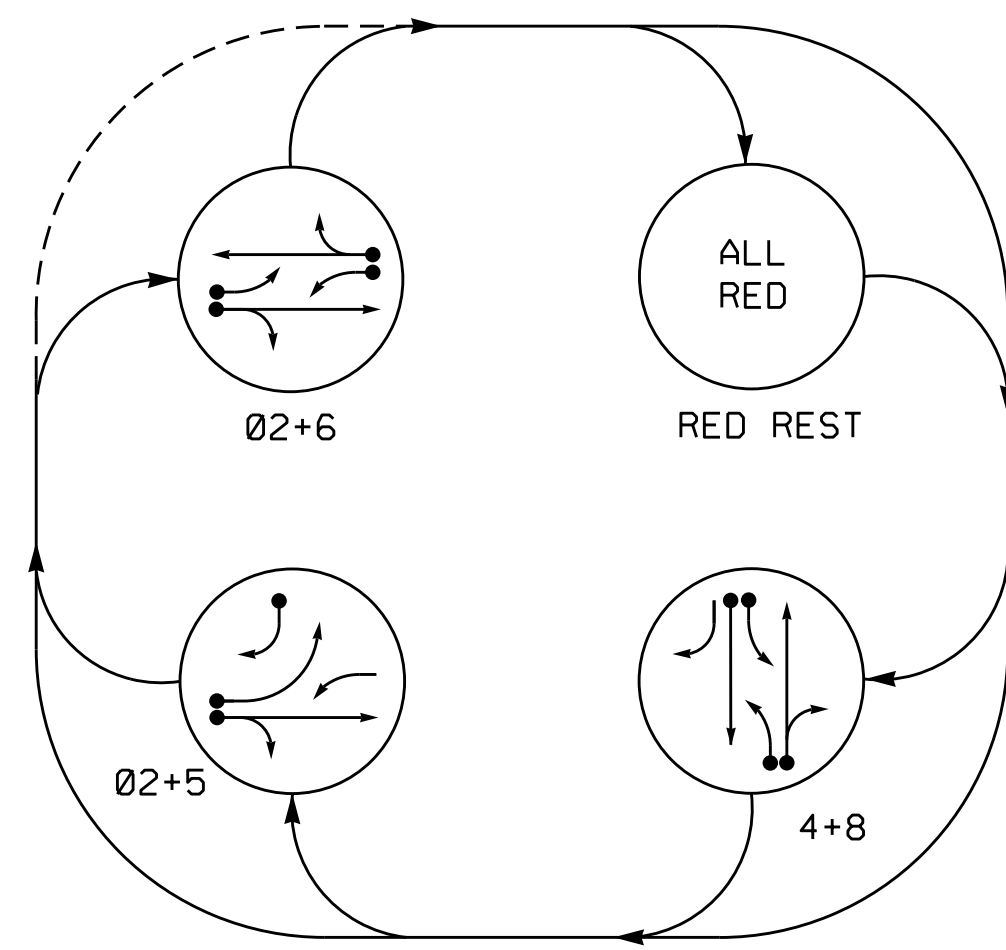
1/19/23

Appendix E: Signal Plans

DEFAULT PHASING DIAGRAM



ALTERNATE PHASING DIAGRAM



PHASING DIAGRAM DETECTION LEGEND

- DETECTED MOVEMENT
- UNDETECTED MOVEMENT (OVERLAP)
- UNSIGNALIZED MOVEMENT
- ↔ PEDESTRIAN MOVEMENT

DEFAULT PHASING TABLE OF OPERATION

SIGNAL FACE	PHASE			
	02+5	02+6	04+8	FLASH
21,22	G	G	R	Y
41	R	R	F	R
42	R	R	G	R
43	R	R	G	R
51	-	F	R	Y
61	F	F	R	Y
62,63	R	G	R	Y
81	R	R	F	R
82,83	R	R	G	R

ALTERNATE PHASING TABLE OF OPERATION

SIGNAL FACE	PHASE			
	02+5	02+6	04+8	FLASH
21,22	G	G	R	Y
41	R	R	F	R
42	R	R	G	R
43	R	R	G	R
51	-	F	R	Y
61	F	F	R	Y
62,63	R	G	R	Y
81	R	R	F	R
82,83	R	R	G	R

3 Phase Fully Actuated (Isolated)

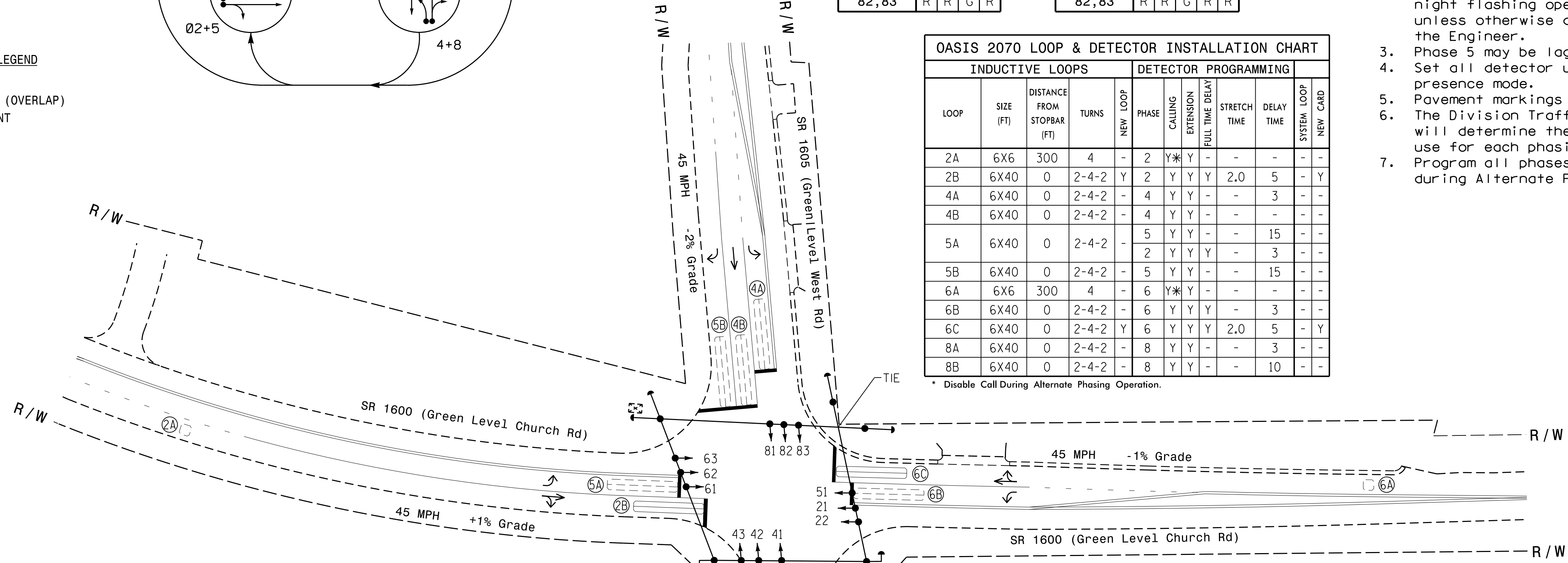
NOTES

1. Refer to "Roadway Standard Drawings NCDOT" dated January 2012 and "Standard Specifications for Roads and Structures" dated January 2012.
2. Do not program signal for late night flashing operation unless otherwise directed by the Engineer.
3. Phase 5 may be lagged.
4. Set all detector units to presence mode.
5. Pavement markings are existing.
6. The Division Traffic Engineer will determine the hours of use for each phasing plan.
7. Program all phases for Red Rest during Alternate Phasing operation.

OASIS 2070 LOOP & DETECTOR INSTALLATION CHART

LOOP	SIZE (FT)	DISTANCE FROM STOPBAR (FT)	TURNS	NEW LOOP	DETECTOR PROGRAMMING				SYSTEM LOOP	NEW CARD
					PHASE	CALLING	EXTENSION	STRETCH TIME		
2A	6X6	300	4	-	2	Y*	Y	-	-	-
2B	6X40	0	2-4-2	Y	2	Y	Y	2.0	5	-
4A	6X40	0	2-4-2	-	4	Y	Y	-	3	-
4B	6X40	0	2-4-2	-	4	Y	Y	-	-	-
5A	6X40	0	2-4-2	-	5	Y	Y	-	15	-
5B	6X40	0	2-4-2	-	5	Y	Y	-	3	-
6A	6X6	300	4	-	6	Y*	Y	-	-	-
6B	6X40	0	2-4-2	-	6	Y	Y	-	3	-
6C	6X40	0	2-4-2	Y	6	Y	Y	2.0	5	-
8A	6X40	0	2-4-2	-	8	Y	Y	-	3	-
8B	6X40	0	2-4-2	-	8	Y	Y	-	10	-

* Disable Call During Alternate Phasing Operation.

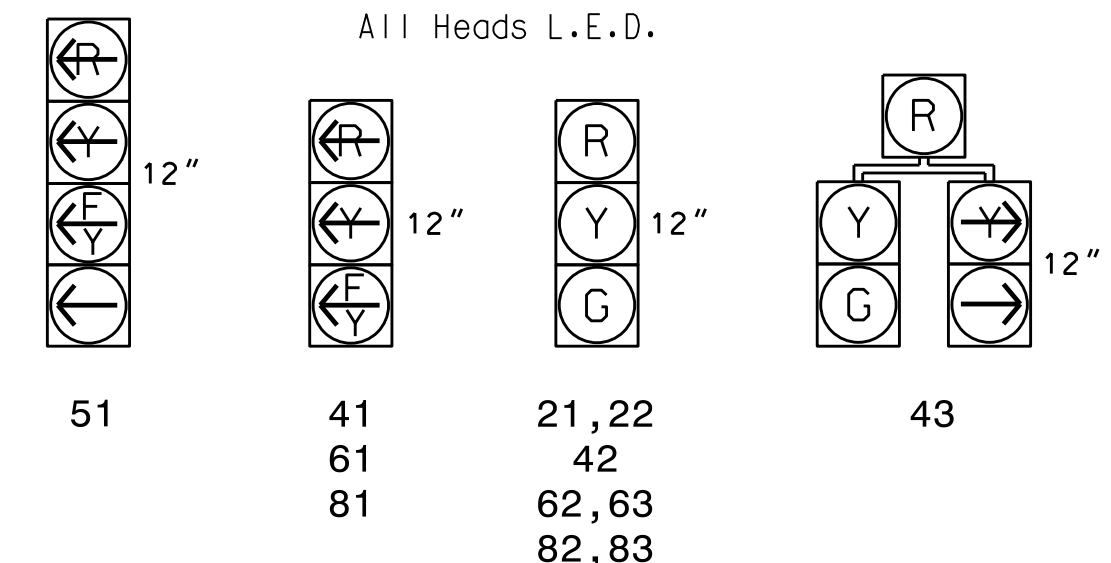


OASIS 2070L TIMING CHART

FEATURE	PHASE				
	2	4	5	6	8
Min Green 1 *	12	7	7	12	7
Extension 1 *	6.0	2.0	2.0	6.0	2.0
Max Green 1 *	90	30	20	90	30
Yellow Clearance	4.6	4.7	3.0	4.6	4.7
Red Clearance	1.0	1.3	2.3	1.0	1.3
Red Revert	2.0	2.0	2.0	2.0	2.0
Walk 1 *	-	-	-	-	-
Don't Walk 1	-	-	-	-	-
Seconds Per Actuation *	-	-	-	-	-
Max Variable Initial *	-	-	-	-	-
Time Before Reduction *	20	-	-	20	-
Time To Reduce *	45	-	-	45	-
Minimum Gap	3.4	-	-	3.4	-
Recall Mode ***	MIN RECALL	-	-	MIN RECALL	-
Vehicle Call Memory	-	-	-	-	-
Dual Entry	ON **	ON	-	ON **	ON
Simultaneous Gap	ON	ON	ON	ON	ON
Red Rest **	ON	ON	ON	ON	ON

* These values may be field adjusted. Do not adjust Min Green and Extension times for phases 2 and 6 lower than what is shown. Min Green for all other phases should not be lower than 4 seconds.
 ** Program for Alternate Phasing Operation.
 *** Disable During Alternate Phasing Operation.

SIGNAL FACE I.D.



This plan supersedes the plan signed and sealed on 10/31/17.

LEGEND

	PROPOSED Traffic Signal Head		EXISTING Traffic Signal Head
	PROPOSED Modified Signal Head		EXISTING Modified Signal Head
	PROPOSED Pedestrian Signal Head		EXISTING Pedestrian Signal Head
	PROPOSED Signal Pole with Guy		EXISTING Signal Pole with Guy
	PROPOSED Signal Pole with Sidewalk Guy		EXISTING Signal Pole with Sidewalk Guy
	PROPOSED Inductive Loop Detector		EXISTING Inductive Loop Detector
	PROPOSED Controller & Cabinet		EXISTING Controller & Cabinet
	PROPOSED Junction Box		EXISTING Junction Box
	PROPOSED 2-in Underground Conduit		EXISTING 2-in Underground Conduit
	PROPOSED Right of Way		EXISTING Right of Way
	PROPOSED Directional Arrow		EXISTING Directional Arrow

Signal Upgrade

SR 1600 (Green Level Ch. Rd.)
at
SR 1605 (Green Level West Rd.)

Division 5 Wake County Cary

PLAN DATE: November 2017 REVIEWED BY:

PREPARED BY: R.J. Ziembra REVIEWED BY:

REVISIONS INIT. DATE

SCALE 1"=40'

DATE 11/27/2017

SIG. INVENTORY NO. 05-1887

SEAL

026486

ROBERT J. ZIEMBA

ENGINEER

07-NOV-2017 14:59
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 RZ:terbo

Appendix F: Intersection Spreadsheets

Intersection Analysis Sheet

Project:	Castleberry Trails
Location:	Apex, North Carolina
Ct. Date:	12/8/2022
N/S Street:	Wimberly Road
E/W Street:	Green Level West Road

AM In	AM Out	PM In	PM Out
Net New Trips: 30	91	103	61
Pass-By Trips: 0	0	0	0
Annual Growth Rate: 3.0%	Existing Year: 2022		
Growth Factor: 0.125509	Buildout Year: 2026		

**AM PEAK HOUR
AM PHF = 0.9**

Description	Green Level West Road Eastbound				Green Level West Road Westbound				Wimberly Road Northbound				-- Southbound			
	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right
2022 Traffic Count	0	0	88	12	0	74	67	0	0	22	0	114	0	0	0	0
Count Balancing	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2022 Existing Traffic	0	0	88	12	0	74	67	0	0	22	0	114	0	0	0	0
Existing Traffic % of Buildout Traffic	0%	0%	35%	36%	0%	58%	47%	0%	0%	55%	0%	51%	0%	0%	0%	0%
	36%				52%				52%				0%			
Growth Factor 3.0% per year	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126
2026 Background Growth	0	0	11	2	0	9	8	0	0	3	0	14	0	0	0	0
Committed Projects																
Williams Grove	0	0	67	14	0	0	22	0	0	4	0	0	0	0	0	0
Castleberry Estates - 6 single-family units	0	0	0	0	0	1	0	0	0	0	0	3	0	0	0	0
Alderwood	0	0	0	2	0	9	0	0	0	2	0	9	0	0	0	0
Duke Health Green Level West (22-TAR-463A) Approved Developments (Figure E-13)	0	0	50	0	0	12	31	0	0	0	0	20	0	0	0	0
Duke Health Green Level West (22-TAR-463A) Site Traffic Volumes (Figure 11)	0	0	28	0	0	4	10	0	0	0	0	11	0	0	0	0
Bel Canto Green Level West (22-TAR-461)	0	0	4	0	0	2	4	0	0	0	0	2	0	0	0	0
Total Committed Traffic	0	0	149	16	0	28	67	0	0	6	0	45	0	0	0	0
2026 Background Traffic	0	0	248	30	0	111	142	0	0	31	0	173	0	0	0	0
Background Growth % of Buildout Traffic	0%	0%	65%	55%	0%	29%	53%	0%	0%	23%	0%	27%	0%	0%	0%	0%
	63%				41%				26%				0%			
Project Traffic																
Percent Assignment Inbound	0%	0%	0%	10%	0%	55%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Inbound Project Traffic	0	0	0	3	0	17	0	0	0	0	0	0	0	0	0	0
Percent Assignment Outbound	0%	0%	0%	0%	0%	0%	0%	0%	0%	10%	0%	55%	0%	0%	0%	0%
Outbound Project Traffic	0	0	0	0	0	0	0	0	0	9	0	50	0	0	0	0
Total Project Traffic	0	0	0	3	0	17	0	0	0	9	0	50	0	0	0	0
Project Trips % of Buildout Traffic	0%	0%	0%	9%	0%	13%	0%	0%	0%	22%	0%	22%	0%	0%	0%	0%
	9%				13%				22%				0%			
2026 Buildout Total	0	0	248	33	0	128	142	0	0	40	0	223	0	0	0	0
Percent Impact (Approach)	1.1%				6.3%				22.4%				-			
Overall Percent Impact	9.7%															

**PM PEAK HOUR
PM PHF = 0.94**

Description	Green Level West Road Eastbound				Green Level West Road Westbound				Wimberly Road Northbound				-- Southbound			
	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right
2022 Traffic Count	0	0	113	26	0	100	104	0	0	21	0	85	0	0	0	0
Count Balancing	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2022 Existing Traffic	0	0	113	26	0	100	104	0	0	21	0	85	0	0	0	0
Existing Traffic % of Buildout Traffic	0%	0%	49%	52%	0%	46%	37%	0%	0%	44%	0%	51%	0%	0%	0%	0%
	50%				41%				50%				0%			
Growth Factor 3.0% per year	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126
2026 Background Growth	0	0	14	3	0	13	13	0	0	3	0	11	0	0	0	0
Committed Projects																
Williams Grove	0	0	45	9	0	0	74	0	0	16	0	0	0	0	0	0
Castleberry Estates - 6 single-family units	0	0	0	0	0	3	0	0	0	0	0	2	0	0	0	0
Alderwood	0	0	0	2	0	9	0	0	0	2	0	10	0	0	0	0
Duke Health Green Level West (22-TAR-463) Approved Developments (Figure E-13)	0	0	39	0	0	24	61	0	0	0	0	16	0	0	0	0
Duke Health Green Level West (22-TAR-463) Site Traffic Volumes (Figure 11)	0	0	12	0	0	10	26	0	0	0	0	5	0	0	0	0
Bel Canto Green Level West (22-TAR-461)	0	0	5	0	0	2	5	0	0	0	0	2	0	0	0	0
Total Committed Traffic	0	0	102	11	0	49	166	0	0	17	0	36	0	0	0	0
2026 Background Traffic	0	0	229	40	0	162	283	0	0	41	0	132	0	0	0	0
Background Growth % of Buildout Traffic	0%	0%	51%	28%	0%	28%	63%	0%	0%	43%	0%	28%	0%	0%	0%	0%
	47%				48%				32%				0%			
Project Traffic																
Percent Assignment Inbound	0%	0%	0%	10%	0%	55%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Inbound Project Traffic	0	0	0	10	0	57	0	0	0	0	0	0	0	0	0	0
Percent Assignment Outbound	0%	0%	0%	0%	0%	0%	0%	0%	0%	10%	0%	55%	0%	0%	0%	0%
Outbound Project Traffic	0	0	0	0	0	0	0	0	0	6	0	34	0	0	0	0
Total Project Traffic	0	0	0	10	0	57	0	0	0	6	0	34	0	0	0	0
Project Trips % of Buildout Traffic	0%	0%	0%	20%	0%	26%	0%	0%	0%	13%	0%	21%	0%	0%	0%	0%
	20%				26%				13%				0%			
2026 Buildout Total	0	0	229	50	0	219	283	0	0	47	0	166	0	0	0	0
Percent Impact (Approach)	3.6%				11.4%				18.8%				-			
Overall Percent Impact	10.8%															

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Intersection Analysis Sheet

Project:	Castleberry Trails
Location:	Apex, North Carolina
Ct. Date:	12/8/2022
N/S Street:	Wimberly Road
E/W Street:	Castleberry Road

AM In	AM Out	PM In	PM Out
30	91	103	61
Pass-By Trips:	0	0	0

Annual Growth Rate:	3.0%	Existing Year:	2022
Growth Factor:	0.125509	Buildout Year:	2026

**AM PEAK HOUR
AM PHF = 0.92**

Description	Castleberry Road Eastbound				Westbound				Wimberly Road Northbound				Wimberly Road Southbound			
	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right
2022 Traffic Count	0	33	0	15	0	0	0	0	0	14	70	0	0	0	49	14
Count Balancing	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2022 Existing Traffic	0	33	0	15	0	0	0	0	0	14	70	0	0	0	49	14
Existing Traffic % of Buildout Traffic	0%	38%	0%	58%	0%	0%	0%	0%	0%	74%	51%	0%	0%	0%	48%	42%
	42%				0%				53%				47%			
Growth Factor 3.0% per year	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126
2026 Background Growth	0	4	0	2	0	0	0	0	0	2	9	0	0	0	6	2
Committed Projects																
Williams Grove	0	0	0	0	0	0	0	0	0	0	4	0	0	0	14	0
Castleberry Estates - 6 single-family units	0	0	0	0	0	0	0	0	0	0	3	0	0	0	1	0
Alderwood	0	0	0	0	0	0	0	0	0	0	11	0	0	0	11	0
Duke Health Green Level West (22-TAR-463) Approved Developments (Figure E-13)	0	0	0	0	0	0	0	0	0	0	20	0	0	0	12	0
Duke Health Green Level West (22-TAR-463) Site Traffic Volumes (Figure 11)	0	0	0	0	0	0	0	0	0	0	11	0	0	0	4	0
Bel Canto Green Level West (22-TAR-461)	0	0	0	0	0	0	0	0	0	0	2	0	0	0	2	0
Total Committed Traffic	0	0	0	0	0	0	0	0	0	0	51	0	0	0	44	0
2026 Background Traffic	0	37	0	17	0	0	0	0	0	16	130	0	0	0	99	16
Background Growth % of Buildout Traffic	0%	5%	0%	8%	0%	0%	0%	0%	0%	11%	43%	0%	0%	0%	49%	6%
	5%				0%				39%				39%			
Project Traffic																
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	0%	0%	0%	10%	0%	0%	0%	0%	10%	55%
Inbound Project Traffic	0	0	0	0	0	0	0	0	0	3	0	0	0	0	3	17
Percent Assignment Outbound	0%	55%	0%	10%	0%	0%	0%	0%	0%	0%	10%	0%	0%	0%	0%	0%
Outbound Project Traffic	0	50	0	9	0	0	0	0	0	0	9	0	0	0	0	0
Total Project Traffic	0	50	0	9	0	0	0	0	0	3	9	0	0	0	3	17
Project Trips % of Buildout Traffic	0%	57%	0%	35%	0%	0%	0%	0%	0%	16%	6%	0%	0%	0%	3%	52%
	52.2%				-				7.6%				14.8%			
2026 Buildout Total	0	87	0	26	0	0	0	0	0	19	139	0	0	0	102	33
Percent Impact (Approach)																
Overall Percent Impact	22.4%															

**PM PEAK HOUR
PM PHF = 0.9**

Description	Castleberry Road Eastbound				Westbound				Wimberly Road Northbound				Wimberly Road Southbound			
	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right
2022 Traffic Count	0	25	0	9	0	0	0	0	0	20	89	0	0	0	69	23
Count Balancing	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2022 Existing Traffic	0	25	0	9	0	0	0	0	0	20	89	0	0	0	69	23
Existing Traffic % of Buildout Traffic	0%	40%	0%	56%	0%	0%	0%	0%	0%	61%	56%	0%	0%	0%	47%	28%
	44%				0%				57%				40%			
Growth Factor 3.0% per year	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126
2026 Background Growth	0	3	0	1	0	0	0	0	0	3	11	0	0	0	9	3
Committed Projects																
Williams Grove	0	0	0	0	0	0	0	0	0	0	16	0	0	0	9	0
Castleberry Estates - 6 single-family units	0	0	0	0	0	0	0	0	0	0	2	0	0	0	3	0
Alderwood	0	0	0	0	0	0	0	0	0	0	12	0	0	0	11	0
Duke Health Green Level West (22-TAR-463) Approved Developments (Figure E-13)	0	0	0	0	0	0	0	0	0	0	16	0	0	0	24	0
Duke Health Green Level West (22-TAR-463) Site Traffic Volumes (Figure 11)	0	0	0	0	0	0	0	0	0	0	5	0	0	0	10	0
Bel Canto Green Level West (22-TAR-461)	0	0	0	0	0	0	0	0	0	0	2	0	0	0	2	0
Total Committed Traffic	0	0	0	0	0	0	0	0	0	0	53	0	0	0	60	0
2026 Background Traffic	0	28	0	10	0	0	0	0	0	23	153	0	0	0	138	26
Background Growth % of Buildout Traffic	0%	5%	0%	6%	0%	0%	0%	0%	0%	9%	40%	0%	0%	0%	47%	4%
	5%				0%				35%				31%			
Project Traffic																
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	0%	0%	0%	10%	0%	0%	0%	0%	10%	55%
Inbound Project Traffic	0	0	0	0	0	0	0	0	0	10	0	0	0	0	10	57
Percent Assignment Outbound	0%	55%	0%	10%	0%	0%	0%	0%	0%	0%	10%	0%	0%	0%	0%	0%
Outbound Project Traffic	0	34	0	6	0	0	0	0	0	0	6	0	0	0	0	0
Total Project Traffic	0	34	0	6	0	0	0	0	0	10	6	0	0	0	10	57
Project Trips % of Buildout Traffic	0%	55%	0%	38%	0%	0%	0%	0%	0%	30%	4%	0%	0%	0%	7%	69%
	51.3%				-				8.3%				29.0%			
2026 Buildout Total	0	62	0	16	0	0	0	0	0	33	159	0	0	0	148	83
Percent Impact (Approach)																
Overall Percent Impact	24.6%															

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1/19/23

Intersection Analysis Sheet

Project:	Castleberry Trails
Location:	Apex, North Carolina
Ct. Date:	12/8/2022
N/S Street:	Wimberly Road
E/W Street:	Wimberly Oaks Drive

AM In	AM Out	PM In	PM Out
30	91	103	61
Pass-By Trips:	0	0	0

Annual Growth Rate:	3.0%	Existing Year:	2022
Growth Factor:	0.125509	Buildout Year:	2026

**AM PEAK HOUR
AM PHF = 0.9**

Description	Wimberly Oaks Drive Eastbound				Westbound				Wimberly Road Northbound				Wimberly Road Southbound			
	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right
2022 Traffic Count	0	10	0	10	0	0	0	0	0	8	80	0	0	0	55	6
Count Balancing	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2022 Existing Traffic	0	10	0	10	0	0	0	0	0	8	80	0	0	0	55	6
Existing Traffic % of Buildout Traffic	0%	43%	0%	29%	0%	0%	0%	0%	0%	47%	57%	0%	0%	0%	48%	55%
	34%				0%				56%				49%			
Growth Factor 3.0% per year	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126
2026 Background Growth	0	1	0	1	0	0	0	0	0	1	10	0	0	0	7	1
Committed Projects																
Williams Grove	0	0	0	0	0	0	0	0	0	0	4	0	0	0	14	0
Castleberry Estates - 6 single-family units	0	3	0	1	0	0	0	0	0	1	0	0	0	0	0	1
Alderwood	0	0	0	0	0	0	0	0	0	0	11	0	0	0	11	0
Duke Health Green Level West (22-TAR-463)	0	0	0	0	0	0	0	0	0	0	20	0	0	0	12	0
Approved Developments (Figure E-13)	0	0	0	0	0	0	0	0	0	0	11	0	0	0	4	0
Duke Health Green Level West (22-TAR-463)	0	0	0	0	0	0	0	0	0	0	2	0	0	0	2	0
Site Traffic Volumes (Figure I1)	0	0	0	0	0	0	0	0	0	0	2	0	0	0	2	0
Bel Canto Green Level West (22-TAR-461)	0	3	0	1	0	0	0	0	0	1	48	0	0	0	43	1
Total Committed Traffic	0	3	0	1	0	0	0	0	0	1	48	0	0	0	43	1
2026 Background Traffic	0	14	0	12	0	0	0	0	0	10	138	0	0	0	105	8
Background Growth % of Buildout Traffic	0%	17%	0%	6%	0%	0%	0%	0%	0%	12%	41%	0%	0%	0%	44%	18%
	10%				0%				38%				42%			
Project Traffic																
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	0%	0%	0%	25%	10%	0%	0%	0%	0%	10%
Inbound Project Traffic	0	0	0	0	0	0	0	0	0	7	3	0	0	0	0	3
Percent Assignment Outbound	0%	10%	0%	25%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	10%	0%
Outbound Project Traffic	0	9	0	23	0	0	0	0	0	0	0	0	0	0	9	0
Total Project Traffic	0	9	0	23	0	0	0	0	0	7	3	0	0	0	9	3
Project Trips % of Buildout Traffic	0%	39%	0%	66%	0%	0%	0%	0%	0%	41%	2%	0%	0%	0%	8%	27%
2026 Buildout Total	0	23	0	35	0	0	0	0	0	17	141	0	0	0	114	11
Percent Impact (Approach)	55.2%				-				6.3%				9.6%			
Overall Percent Impact	15.9%															

**PM PEAK HOUR
PM PHF = 0.9**

Description	Wimberly Oaks Drive Eastbound				Westbound				Wimberly Road Northbound				Wimberly Road Southbound			
	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right
2022 Traffic Count	0	11	0	6	0	0	0	0	0	5	95	0	0	0	73	6
Count Balancing	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2022 Existing Traffic	0	11	0	6	0	0	0	0	0	5	95	0	0	0	73	6
Existing Traffic % of Buildout Traffic	0%	55%	0%	26%	0%	0%	0%	0%	0%	15%	56%	0%	0%	0%	50%	30%
	40%				0%				50%				48%			
Growth Factor 3.0% per year	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126
2026 Background Growth	0	1	0	1	0	0	0	0	0	1	12	0	0	0	9	1
Committed Projects																
Williams Grove	0	0	0	0	0	0	0	0	0	0	16	0	0	0	9	0
Castleberry Estates - 6 single-family units	0	2	0	1	0	0	0	0	0	1	0	0	0	0	0	3
Alderwood	0	0	0	0	0	0	0	0	0	0	12	0	0	0	11	0
Duke Health Green Level West (22-TAR-463)	0	0	0	0	0	0	0	0	0	0	16	0	0	0	24	0
Approved Developments (Figure E-13)	0	0	0	0	0	0	0	0	0	0	5	0	0	0	10	0
Duke Health Green Level West (22-TAR-463)	0	0	0	0	0	0	0	0	0	0	2	0	0	0	2	0
Site Traffic Volumes (Figure I1)	0	0	0	0	0	0	0	0	0	0	2	0	0	0	2	0
Bel Canto Green Level West (22-TAR-461)	0	2	0	1	0	0	0	0	0	1	51	0	0	0	57	3
Total Committed Traffic	0	2	0	1	0	0	0	0	0	1	51	0	0	0	57	3
2026 Background Traffic	0	14	0	8	0	0	0	0	0	7	158	0	0	0	139	10
Background Growth % of Buildout Traffic	0%	15%	0%	9%	0%	0%	0%	0%	0%	6%	38%	0%	0%	0%	45%	20%
	12%				0%				32%				42%			
Project Traffic																
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	0%	0%	0%	25%	10%	0%	0%	0%	0%	10%
Inbound Project Traffic	0	0	0	0	0	0	0	0	0	26	10	0	0	0	0	10
Percent Assignment Outbound	0%	10%	0%	25%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	10%	0%
Outbound Project Traffic	0	6	0	15	0	0	0	0	0	0	0	0	0	0	6	0
Total Project Traffic	0	6	0	15	0	0	0	0	0	26	10	0	0	0	6	10
Project Trips % of Buildout Traffic	0%	30%	0%	65%	0%	0%	0%	0%	0%	79%	6%	0%	0%	0%	4%	50%
2026 Buildout Total	0	20	0	23	0	0	0	0	0	33	168	0	0	0	145	20
Percent Impact (Approach)	48.8%				-				17.9%				9.7%			
Overall Percent Impact	17.9%															

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1/19/23

Intersection Analysis Sheet

Project:	Castleberry Trails
Location:	Apex, North Carolina
Cl. Date:	12/14/2022
N/S Street:	Green Level Church Road
E/W Street:	Green Level West Road

	AM In	AM Out	PM In	PM Out
Net New Trips:	30	91	103	61
Pass-By Trips:	0	0	0	0
Annual Growth Rate:	3.0%			
Growth Factor:	0.125509			
Existing Year:	2022			
Buildout Year:	2026			

**AM PEAK HOUR
AM PHF = 0.9**

Description	Green Level West Road Eastbound				Green Level West Road Westbound				Green Level Church Road Northbound				Green Level Church Road Southbound			
	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right
2022 Traffic Count	0	48	169	175	0	38	124	2	0	155	516	141	0	5	391	20
Count Balancing	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2022 Existing Traffic	0	48	169	175	0	38	124	2	0	155	516	141	0	5	391	20
Existing Traffic % of Buildout Traffic	0%	68%	29%	74%	0%	17%	38%	100%	0%	73%	82%	26%	0%	83%	78%	63%
	44%				30%				59%				77%			
Growth Factor 3.0% per year	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126
2026 Background Growth	0	6	21	22	0	5	16	0	0	19	65	18	0	1	49	3
Committed Projects																
Williams Grove	0	0	67	0	0	0	22	0	0	0	0	0	0	0	0	0
Castleberry Estates - 6 single-family units	0	0	3	0	0	0	1	0	0	0	0	0	0	0	0	0
Alderwood	0	0	9	0	0	0	9	0	0	0	0	0	0	0	0	0
Duke Health Green Level West (22-TAR-463A) Approved Developments (Figure E-13)	0	12	154	32	0	96	81	0	0	34	47	179	0	0	59	7
Duke Health Green Level West (22-TAR-463A) Site Traffic Volumes (Figure 11)	0	0	110	0	0	66	41	0	0	0	0	176	0	0	0	0
Bel Canto Green Level West (22-TAR-461)	0	0	17	0	0	21	17	0	0	0	0	21	0	0	0	0
Total Committed Traffic	0	12	361	32	0	183	171	0	0	34	47	376	0	0	59	7
2026 Background Traffic	0	66	551	229	0	226	311	2	0	208	628	535	0	6	499	30
Background Growth % of Buildout Traffic	0%	25%	65%	23%	0%	83%	58%	0%	0%	25%	18%	74%	0%	17%	22%	31%
	51%				68%				41%							
Project Traffic																
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	40%	0%	0%	10%	0%	0%	0%	0%	0%	5%
Inbound Project Traffic	0	0	0	0	0	0	12	0	0	3	0	0	0	0	0	2
Percent Assignment Outbound	0%	5%	40%	10%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Outbound Project Traffic	0	5	36	9	0	0	0	0	0	0	0	0	0	0	0	0
Total Project Traffic	0	5	36	9	0	0	12	0	0	3	0	0	0	0	0	2
Project Trips % of Buildout Traffic	0%	7%	6%	4%	0%	0%	4%	0%	0%	1%	0%	0%	0%	0%	0%	6%
2026 Buildout Total	0	71	587	238	0	226	323	2	0	211	628	535	0	6	499	32
Percent Impact (Approach)	5.6%				2.2%				0.2%				0.4%			
Overall Percent Impact	2.0%															
Approved Development Impact	38.2%															

**PM PEAK HOUR
PM PHF = 0.96**

Description	Green Level West Road Eastbound				Green Level West Road Westbound				Green Level Church Road Northbound				Green Level Church Road Southbound			
	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right
2022 Traffic Count	0	72	191	158	0	122	193	4	0	124	391	101	0	15	405	84
Count Balancing	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2022 Existing Traffic	0	72	191	158	0	122	193	4	0	124	391	101	0	15	405	84
Existing Traffic % of Buildout Traffic	0%	69%	40%	76%	0%	23%	30%	80%	0%	60%	79%	31%	0%	88%	76%	79%
	54%				27%				60%				77%			
Growth Factor 3.0% per year	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126
2026 Background Growth	0	9	24	20	0	15	24	1	0	16	49	13	0	2	51	11
Committed Projects																
Williams Grove	0	0	45	0	0	0	74	0	0	0	0	0	0	0	0	0
Castleberry Estates - 6 single-family units	0	0	2	0	0	0	3	0	0	0	0	0	0	0	0	0
Alderwood	0	0	10	0	0	0	9	0	0	0	0	0	0	0	0	0
Duke Health Green Level West (22-TAR-463A) Approved Developments (Figure E-13)	0	20	112	24	0	200	182	0	0	55	53	117	0	0	76	6
Duke Health Green Level West (22-TAR-463A) Site Traffic Volumes (Figure 11)	0	0	48	0	0	167	104	0	0	0	0	77	0	0	0	0
Bel Canto Green Level West (22-TAR-461)	0	0	18	0	0	24	20	0	0	0	0	23	0	0	0	0
Total Committed Traffic	0	20	235	24	0	391	393	0	0	55	53	217	0	0	76	6
2026 Background Traffic	0	101	450	202	0	528	610	5	0	195	493	331	0	17	532	101
Background Growth % of Buildout Traffic	0%	28%	54%	21%	0%	77%	64%	20%	0%	35%	21%	69%	0%	12%	24%	16%
	42%				70%				39%				22%			
Project Traffic																
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	40%	0%	0%	10%	0%	0%	0%	0%	0%	5%
Inbound Project Traffic	0	0	0	0	0	0	42	0	0	10	0	0	0	0	0	5
Percent Assignment Outbound	0%	5%	40%	10%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Outbound Project Traffic	0	3	25	6	0	0	0	0	0	0	0	0	0	0	0	0
Total Project Traffic	0	3	25	6	0	0	42	0	0	10	0	0	0	0	0	5
Project Trips % of Buildout Traffic	0%	3%	5%	3%	0%	0%	6%	0%	0%	5%	0%	0%	0%	0%	0%	5%
2026 Buildout Total	0	104	475	208	0	528	652	5	0	205	493	331	0	17	532	106
Percent Impact (Approach)	4.3%				3.5%				1.0%				0.8%			
Overall Percent Impact	2.5%															
% Increase Existing to Background	40.2%															

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1/19/23

Intersection Analysis Sheet

Project:	Castleberry Trails
Location:	Apex, North Carolina
Ct. Date:	Balanced with Wimberly Road at Castleberry Road
N/S Street:	Site Driveway
E/W Street:	Castleberry Road

AM In	AM Out	PM In	PM Out
Net New Trips: 30	91	103	61
Pass-By Trips: 0	0	0	0
Annual Growth Rate: 3.0%	Existing Year: 2022		
Growth Factor: 0.125509	Buildout Year: 2026		

**AM PEAK HOUR
AM PHF = 0.9**

Description	Castleberry Road Eastbound				Castleberry Road Westbound				Site Driveway Northbound				-- Southbound			
	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right
2022 Traffic Count	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Count Balancing	0	0	48	0	0	0	28	0	0	0	0	0	0	0	0	0
2022 Existing Traffic	0	0	48	0	0	0	28	0	0	0	0	0	0	0	0	0
Existing Traffic % of Buildout Traffic	0%	0%	89%	0%	0%	0%	88%	0%	0%	0%	0%	0%	0%	0%	0%	0%
	89%				54%				0%				0%			
Growth Factor 3.0% per year	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126
2026 Background Growth	0	0	6	0	0	0	4	0	0	0	0	0	0	0	0	0
Committed Projects																
Williams Grove	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Castleberry Estates - 6 single-family units	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Alderwood	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Duke Health Green Level West (22-TAR-463) Approved Developments (Figure E-13)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Duke Health Green Level West (22-TAR-463)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Site Traffic Volumes (Figure 11)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Bel Canto Green Level West (22-TAR-461)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Committed Traffic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2026 Background Traffic	0	0	54	0	0	0	32	0	0	0	0	0	0	0	0	0
Background Growth % of Buildout Traffic	0%	0%	11%	0%	0%	0%	8%	0%	0%	0%	0%	0%	0%	0%	0%	0%
	11%				8%				0%				0%			
Project Traffic																
Percent Assignment Inbound	0%	0%	0%	0%	0%	65%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Inbound Project Traffic	0	0	0	0	0	20	0	0	0	0	0	0	0	0	0	0
Percent Assignment Outbound	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	65%	0%	0%	0%	0%
Outbound Project Traffic	0	0	0	0	0	0	0	0	0	0	0	59	0	0	0	0
Total Project Traffic	0	0	0	0	0	20	0	0	0	0	0	59	0	0	0	0
Project Trips % of Buildout Traffic	0%	0%	0%	0%	0%	100%	0%	0%	0%	0%	0%	100%	0%	0%	0%	0%
	0%				100%				0%				0%			
2026 Buildout Total	0	0	54	0	0	20	32	0	0	0	0	59	0	0	0	0
Percent Impact (Approach)	0.0%				38.5%				100.0%				-			
Overall Percent Impact	47.9%															

**PM PEAK HOUR
PM PHF = 0.9**

Description	Castleberry Road Eastbound				Castleberry Road Westbound				Site Driveway Northbound				-- Southbound			
	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right
2022 Traffic Count	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Count Balancing	0	0	34	0	0	0	43	0	0	0	0	0	0	0	0	0
2022 Existing Traffic	0	0	34	0	0	0	43	0	0	0	0	0	0	0	0	0
Existing Traffic % of Buildout Traffic	0%	0%	89%	0%	0%	0%	90%	0%	0%	0%	0%	0%	0%	0%	0%	0%
	89%				37%				0%				0%			
Growth Factor 3.0% per year	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126
2026 Background Growth	0	0	4	0	0	0	5	0	0	0	0	0	0	0	0	0
Committed Projects																
Williams Grove	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Castleberry Estates - 6 single-family units	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Alderwood	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Duke Health Green Level West (22-TAR-463) Approved Developments (Figure E-13)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Duke Health Green Level West (22-TAR-463)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Site Traffic Volumes (Figure 11)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Bel Canto Green Level West (22-TAR-461)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Committed Traffic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2026 Background Traffic	0	0	38	0	0	0	48	0	0	0	0	0	0	0	0	0
Background Growth % of Buildout Traffic	0%	0%	11%	0%	0%	0%	4%	0%	0%	0%	0%	0%	0%	0%	0%	0%
	11%				4%				0%				0%			
Project Traffic																
Percent Assignment Inbound	0%	0%	0%	0%	0%	65%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Inbound Project Traffic	0	0	0	0	0	67	0	0	0	0	0	0	0	0	0	0
Percent Assignment Outbound	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	65%	0%	0%	0%	0%
Outbound Project Traffic	0	0	0	0	0	0	0	0	0	0	0	40	0	0	0	0
Total Project Traffic	0	0	0	0	0	67	0	0	0	0	0	40	0	0	0	0
Project Trips % of Buildout Traffic	0%	0%	0%	0%	0%	100%	0%	0%	0%	0%	0%	100%	0%	0%	0%	0%
	0%				100%				0%				0%			
2026 Buildout Total	0	0	38	0	0	67	48	0	0	0	0	40	0	0	0	0
Percent Impact (Approach)	0.0%				58.3%				100.0%				-			
Overall Percent Impact	55.4%															

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**Appendix G:
Synchro Output:
Existing (2022)**

Castleberry Trails
1: Wimberly Road & Green Level West Road

Existing (2022) AM
01/10/2023

Intersection						
Int Delay, s/veh	5					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↔		↔	↑	↔	↔
Traffic Vol, veh/h	88	12	74	67	22	114
Future Vol, veh/h	88	12	74	67	22	114
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	150	-	0	50
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	1	-	-	0	0	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	6	6	6	6
Mvmt Flow	98	13	82	74	24	127

Major/Minor	Major1	Major2	Minor1		
Conflicting Flow All	0	0	111	0	343
Stage 1	-	-	-	-	105
Stage 2	-	-	-	-	238
Critical Hdwy	-	-	4.16	-	6.46
Critical Hdwy Stg 1	-	-	-	-	5.46
Critical Hdwy Stg 2	-	-	-	-	5.46
Follow-up Hdwy	-	-	2.254	-	3.554
Pot Cap-1 Maneuver	-	-	1454	-	645
Stage 1	-	-	-	-	909
Stage 2	-	-	-	-	792
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1454	-	609
Mov Cap-2 Maneuver	-	-	-	-	609
Stage 1	-	-	-	-	909
Stage 2	-	-	-	-	748

Approach	EB	WB	NB
HCM Control Delay, s	0	4	9.7
HCM LOS			A

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBT	EBR	WBL	WBT
Capacity (veh/h)	609	939	-	-	1454	-
HCM Lane V/C Ratio	0.04	0.135	-	-	0.057	-
HCM Control Delay (s)	11.2	9.4	-	-	7.6	-
HCM Lane LOS	B	A	-	-	A	-
HCM 95th %tile Q(veh)	0.1	0.5	-	-	0.2	-

Castleberry Trails
2: Wimberly Road & Castleberry Road

Existing (2022) AM
01/10/2023

Intersection						
Int Delay, s/veh	2.8					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	33	15	14	70	49	14
Future Vol, veh/h	33	15	14	70	49	14
Conflicting Peds, #/hr	0	0	2	0	0	2
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	25	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	1	-1	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	4	4	8	8	8	8
Mvmt Flow	36	16	15	76	53	15

Major/Minor	Minor2	Major1	Major2			
Conflicting Flow All	169	63	70	0	-	0
Stage 1	63	-	-	-	-	-
Stage 2	106	-	-	-	-	-
Critical Hdwy	6.44	6.24	4.18	-	-	-
Critical Hdwy Stg 1	5.44	-	-	-	-	-
Critical Hdwy Stg 2	5.44	-	-	-	-	-
Follow-up Hdwy	3.536	3.336	2.272	-	-	-
Pot Cap-1 Maneuver	817	996	1493	-	-	-
Stage 1	955	-	-	-	-	-
Stage 2	913	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	805	994	1490	-	-	-
Mov Cap-2 Maneuver	805	-	-	-	-	-
Stage 1	943	-	-	-	-	-
Stage 2	911	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	9.4	1.2	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	EBLn2	SBT	SBR
Capacity (veh/h)	1490	-	805	994	-	-
HCM Lane V/C Ratio	0.01	-	0.045	0.016	-	-
HCM Control Delay (s)	7.4	0	9.7	8.7	-	-
HCM Lane LOS	A	A	A	A	-	-
HCM 95th %tile Q(veh)	0	-	0.1	0.1	-	-

Castleberry Trails
3: Wimberly Road & Wimberly Oaks Drive

Existing (2022) AM
01/10/2023

Intersection						
Int Delay, s/veh	1.5					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	T			T		
Traffic Vol, veh/h	10	10	8	80	55	6
Future Vol, veh/h	10	10	8	80	55	6
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	4	-4	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	10	10	9	9	8	8
Mvmt Flow	11	11	9	89	61	7

Major/Minor	Minor2	Major1		Major2	
Conflicting Flow All	172	65	68	0	0
Stage 1	65	-	-	-	-
Stage 2	107	-	-	-	-
Critical Hdwy	6.5	6.3	4.19	-	-
Critical Hdwy Stg 1	5.5	-	-	-	-
Critical Hdwy Stg 2	5.5	-	-	-	-
Follow-up Hdwy	3.59	3.39	2.281	-	-
Pot Cap-1 Maneuver	800	977	1490	-	-
Stage 1	938	-	-	-	-
Stage 2	898	-	-	-	-
Platoon blocked, %				-	-
Mov Cap-1 Maneuver	795	977	1490	-	-
Mov Cap-2 Maneuver	795	-	-	-	-
Stage 1	932	-	-	-	-
Stage 2	898	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	9.2	0.7	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1490	-	877	-	-
HCM Lane V/C Ratio	0.006	-	0.025	-	-
HCM Control Delay (s)	7.4	0	9.2	-	-
HCM Lane LOS	A	A	A	-	-
HCM 95th %tile Q(veh)	0	-	0.1	-	-

Castleberry Trails
4: Green Level Church Road & Green Level West Road

Existing (2022) AM
01/10/2023



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	48	169	175	38	124	4	155	516	141	5	391	20
Future Volume (vph)	48	169	175	38	124	4	155	516	141	5	391	20
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		-2%			0%			1%				-1%
Storage Length (ft)	100		175	175		0	325		0	100		0
Storage Lanes	1		1	1		0	1		0	1		0
Taper Length (ft)	100			100			100			100		
Satd. Flow (prot)	1770	1863	1584	1703	1785	0	1744	1777	0	1778	1859	0
Flt Permitted	0.666			0.589			0.372			0.292		
Satd. Flow (perm)	1241	1863	1584	1056	1785	0	683	1777	0	547	1859	0
Right Turn on Red			No			No			No			No
Satd. Flow (RTOR)												
Link Speed (mph)		45			45			45			45	
Link Distance (ft)		2938			897			996			717	
Travel Time (s)		44.5			13.6			15.1			10.9	
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)												
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	3%	3%	3%	6%	6%	6%	3%	3%	3%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)												
Lane Group Flow (vph)	53	188	194	42	142	0	172	730	0	6	456	0
Turn Type	D.Pm	NA	pm+ov	D.Pm	NA		D.P+P	NA		D.Pm	NA	
Protected Phases		4	5		8		5	2			6	
Permitted Phases	8		4	4			6			2		
Detector Phase	8	4	5	4	8		5	2		2	6	
Switch Phase												
Minimum Initial (s)	7.0	7.0	7.0	7.0	7.0		7.0	12.0		12.0	12.0	
Minimum Split (s)	24.0	24.0	12.3	24.0	24.0		12.3	23.6		23.6	23.6	
Total Split (s)	26.0	26.0	17.0	26.0	26.0		17.0	64.0		64.0	47.0	
Total Split (%)	28.9%	28.9%	18.9%	28.9%	28.9%		18.9%	71.1%		71.1%	52.2%	
Yellow Time (s)	4.7	4.7	3.0	4.7	4.7		3.0	4.6		4.6	4.6	
All-Red Time (s)	1.3	1.3	2.3	1.3	1.3		2.3	1.0		1.0	1.0	
Lost Time Adjust (s)	-1.0	-1.0	0.0	-1.0	-1.0		-0.3	-0.6		-0.6	-0.6	
Total Lost Time (s)	5.0	5.0	5.3	5.0	5.0		5.0	5.0		5.0	5.0	
Lead/Lag			Lead				Lead				Lag	
Lead-Lag Optimize?			Yes				Yes				Yes	
Recall Mode	None	None	None	None	None		None	Min		Min	Min	
Act Effect Green (s)	12.4	12.4	25.6	12.4	12.4		36.0	41.2		41.2	27.7	
Actuated g/C Ratio	0.19	0.19	0.40	0.19	0.19		0.56	0.64		0.64	0.43	
v/c Ratio	0.22	0.52	0.31	0.21	0.41		0.33	0.64		0.02	0.57	
Control Delay	27.4	31.2	16.9	27.7	29.1		6.8	10.2		4.8	16.9	
Queue Delay	0.0	0.0	0.0	0.0	0.0		0.0	0.0		0.0	0.0	
Total Delay	27.4	31.2	16.9	27.7	29.1		6.8	10.2		4.8	16.9	

Castleberry Trails
 4: Green Level Church Road & Green Level West Road

Existing (2022) AM
 01/10/2023



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
LOS	C	C	B	C	C		A	B		A	B	
Approach Delay		24.3			28.8			9.6			16.7	
Approach LOS		C			C			A			B	
Queue Length 50th (ft)	17	63	49	13	47		21	136		1	118	
Queue Length 95th (ft)	56	155	125	47	120		54	305		5	245	
Internal Link Dist (ft)		2858			817			916			637	
Turn Bay Length (ft)	100		175	175			325			100		
Base Capacity (vph)	426	640	739	362	613		637	1586		488	1282	
Starvation Cap Reductn	0	0	0	0	0		0	0		0	0	
Spillback Cap Reductn	0	0	0	0	0		0	0		0	0	
Storage Cap Reductn	0	0	0	0	0		0	0		0	0	
Reduced v/c Ratio	0.12	0.29	0.26	0.12	0.23		0.27	0.46		0.01	0.36	

Intersection Summary

Area Type: Other
 Cycle Length: 90
 Actuated Cycle Length: 64.1
 Natural Cycle: 60
 Control Type: Actuated-Uncoordinated
 Maximum v/c Ratio: 0.64
 Intersection Signal Delay: 16.3
 Intersection LOS: B
 Intersection Capacity Utilization 77.1%
 ICU Level of Service D
 Analysis Period (min) 15

Splits and Phases: 4: Green Level Church Road & Green Level West Road



Castleberry Trails
1: Wimberly Road & Green Level West Road

Existing (2022) PM
01/10/2023

Intersection						
Int Delay, s/veh	4.1					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↶		↷	↶	↷	↷
Traffic Vol, veh/h	113	26	100	104	21	85
Future Vol, veh/h	113	26	100	104	21	85
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	150	-	0	50
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	1	-	-	0	0	-
Peak Hour Factor	94	94	94	94	94	94
Heavy Vehicles, %	2	2	3	3	8	8
Mvmt Flow	120	28	106	111	22	90

Major/Minor	Major1	Major2	Minor1		
Conflicting Flow All	0	0	148	0	457
Stage 1	-	-	-	-	134
Stage 2	-	-	-	-	323
Critical Hdwy	-	-	4.13	-	6.48
Critical Hdwy Stg 1	-	-	-	-	5.48
Critical Hdwy Stg 2	-	-	-	-	5.48
Follow-up Hdwy	-	-	2.227	-	3.572
Pot Cap-1 Maneuver	-	-	1427	-	551
Stage 1	-	-	-	-	878
Stage 2	-	-	-	-	720
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1427	-	510
Mov Cap-2 Maneuver	-	-	-	-	510
Stage 1	-	-	-	-	878
Stage 2	-	-	-	-	667

Approach	EB	WB	NB
HCM Control Delay, s	0	3.8	10.1
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBT	EBR	WBL	WBT
Capacity (veh/h)	510	899	-	-	1427	-
HCM Lane V/C Ratio	0.044	0.101	-	-	0.075	-
HCM Control Delay (s)	12.4	9.5	-	-	7.7	-
HCM Lane LOS	B	A	-	-	A	-
HCM 95th %tile Q(veh)	0.1	0.3	-	-	0.2	-

Castleberry Trails
2: Wimberly Road & Castleberry Road

Existing (2022) PM
01/10/2023

Intersection						
Int Delay, s/veh	2.1					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	25	9	20	89	69	23
Future Vol, veh/h	25	9	20	89	69	23
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	25	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	1	-1	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	11	11	2	2	2	2
Mvmt Flow	28	10	22	99	77	26

Major/Minor	Minor2	Major1	Major2			
Conflicting Flow All	233	90	103	0	-	0
Stage 1	90	-	-	-	-	-
Stage 2	143	-	-	-	-	-
Critical Hdwy	6.51	6.31	4.12	-	-	-
Critical Hdwy Stg 1	5.51	-	-	-	-	-
Critical Hdwy Stg 2	5.51	-	-	-	-	-
Follow-up Hdwy	3.599	3.399	2.218	-	-	-
Pot Cap-1 Maneuver	736	944	1489	-	-	-
Stage 1	911	-	-	-	-	-
Stage 2	862	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	724	944	1489	-	-	-
Mov Cap-2 Maneuver	724	-	-	-	-	-
Stage 1	896	-	-	-	-	-
Stage 2	862	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	9.9	1.4	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	EBLn2	SBT	SBR
Capacity (veh/h)	1489	-	724	944	-	-
HCM Lane V/C Ratio	0.015	-	0.038	0.011	-	-
HCM Control Delay (s)	7.5	0	10.2	8.9	-	-
HCM Lane LOS	A	A	B	A	-	-
HCM 95th %tile Q(veh)	0	-	0.1	0	-	-

Castleberry Trails
3: Wimberly Road & Wimberly Oaks Drive

Existing (2022) PM
01/10/2023

Intersection						
Int Delay, s/veh	1					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	Y			4	4	
Traffic Vol, veh/h	11	6	5	95	73	6
Future Vol, veh/h	11	6	5	95	73	6
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	4	-4	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	6	6	2	2	3	3
Mvmt Flow	12	7	6	106	81	7

Major/Minor	Minor2	Major1		Major2	
Conflicting Flow All	203	85	88	0	0
Stage 1	85	-	-	-	-
Stage 2	118	-	-	-	-
Critical Hdwy	6.46	6.26	4.12	-	-
Critical Hdwy Stg 1	5.46	-	-	-	-
Critical Hdwy Stg 2	5.46	-	-	-	-
Follow-up Hdwy	3.554	3.354	2.218	-	-
Pot Cap-1 Maneuver	777	963	1508	-	-
Stage 1	928	-	-	-	-
Stage 2	897	-	-	-	-
Platoon blocked, %				-	-
Mov Cap-1 Maneuver	774	963	1508	-	-
Mov Cap-2 Maneuver	774	-	-	-	-
Stage 1	924	-	-	-	-
Stage 2	897	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	9.4	0.4	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1508	-	832	-	-
HCM Lane V/C Ratio	0.004	-	0.023	-	-
HCM Control Delay (s)	7.4	0	9.4	-	-
HCM Lane LOS	A	A	A	-	-
HCM 95th %tile Q(veh)	0	-	0.1	-	-

Castleberry Trails
4: Green Level Church Road & Green Level West Road

Existing (2022) PM
01/10/2023



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	72	191	158	122	193	4	124	391	101	15	405	84
Future Volume (vph)	72	191	158	122	193	4	124	391	101	15	405	84
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		-2%			0%			1%				-1%
Storage Length (ft)	100		175	175		0	325		0	100		0
Storage Lanes	1		1	1		0	1		0	1		0
Taper Length (ft)	100			100			100			100		
Satd. Flow (prot)	1770	1863	1584	1752	1839	0	1761	1796	0	1778	1823	0
Flt Permitted	0.548			0.561			0.321			0.424		
Satd. Flow (perm)	1021	1863	1584	1035	1839	0	595	1796	0	794	1823	0
Right Turn on Red			No			No			No			No
Satd. Flow (RTOR)												
Link Speed (mph)		45			45			45			45	
Link Distance (ft)		2938			897			996			717	
Travel Time (s)		44.5			13.6			15.1			10.9	
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)												
Peak Hour Factor	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	3%	3%	3%	3%	3%	3%	2%	2%	2%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)												
Lane Group Flow (vph)	75	199	165	127	205	0	129	512	0	16	510	0
Turn Type	D.Pm	NA	pm+ov	D.Pm	NA		D.P+P	NA		D.Pm	NA	
Protected Phases		4	5		8		5	2			6	
Permitted Phases	8		4	4			6			2		
Detector Phase	8	4	5	4	8		5	2		2	6	
Switch Phase												
Minimum Initial (s)	7.0	7.0	7.0	7.0	7.0		7.0	12.0		12.0	12.0	
Minimum Split (s)	24.0	24.0	12.3	24.0	24.0		12.3	23.6		23.6	23.6	
Total Split (s)	26.0	26.0	17.0	26.0	26.0		17.0	64.0		64.0	47.0	
Total Split (%)	28.9%	28.9%	18.9%	28.9%	28.9%		18.9%	71.1%		71.1%	52.2%	
Yellow Time (s)	4.7	4.7	3.0	4.7	4.7		3.0	4.6		4.6	4.6	
All-Red Time (s)	1.3	1.3	2.3	1.3	1.3		2.3	1.0		1.0	1.0	
Lost Time Adjust (s)	-1.0	-1.0	0.0	-1.0	-1.0		-0.3	-0.6		-0.6	-0.6	
Total Lost Time (s)	5.0	5.0	5.3	5.0	5.0		5.0	5.0		5.0	5.0	
Lead/Lag			Lead				Lead				Lag	
Lead-Lag Optimize?			Yes				Yes				Yes	
Recall Mode	None	None	None	None	None		None	Min		Min	Min	
Act Effect Green (s)	14.3	14.3	27.2	14.3	14.3		38.1	43.4		43.4	30.1	
Actuated g/C Ratio	0.21	0.21	0.40	0.21	0.21		0.56	0.64		0.64	0.44	
v/c Ratio	0.35	0.51	0.26	0.59	0.53		0.27	0.45		0.03	0.63	
Control Delay	30.2	30.3	16.7	38.2	31.0		7.2	8.2		5.7	19.1	
Queue Delay	0.0	0.0	0.0	0.0	0.0		0.0	0.0		0.0	0.0	
Total Delay	30.2	30.3	16.7	38.2	31.0		7.2	8.2		5.7	19.1	

Castleberry Trails
 4: Green Level Church Road & Green Level West Road

Existing (2022) PM
 01/10/2023



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
LOS	C	C	B	D	C		A	A		A	B	
Approach Delay		25.2			33.7			8.0			18.7	
Approach LOS		C			C			A			B	
Queue Length 50th (ft)	26	72	44	47	75		18	92		2	151	
Queue Length 95th (ft)	74	157	105	118	162		45	189		10	291	
Internal Link Dist (ft)		2858			817			916			637	
Turn Bay Length (ft)	100		175	175			325			100		
Base Capacity (vph)	328	599	738	333	591		586	1546		684	1173	
Starvation Cap Reductn	0	0	0	0	0		0	0		0	0	
Spillback Cap Reductn	0	0	0	0	0		0	0		0	0	
Storage Cap Reductn	0	0	0	0	0		0	0		0	0	
Reduced v/c Ratio	0.23	0.33	0.22	0.38	0.35		0.22	0.33		0.02	0.43	

Intersection Summary

Area Type: Other
 Cycle Length: 90
 Actuated Cycle Length: 68.1
 Natural Cycle: 60
 Control Type: Actuated-Uncoordinated
 Maximum v/c Ratio: 0.63
 Intersection Signal Delay: 19.2
 Intersection LOS: B
 Intersection Capacity Utilization 70.2%
 ICU Level of Service C
 Analysis Period (min) 15

Splits and Phases: 4: Green Level Church Road & Green Level West Road



**Appendix H:
Synchro Output:
Background (2026)**

Intersection						
Int Delay, s/veh	4.7					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↶		↷	↑	↷	↶
Traffic Vol, veh/h	248	30	111	142	31	173
Future Vol, veh/h	248	30	111	142	31	173
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	150	-	0	50
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	1	-	-	0	0	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	6	6	6	6
Mvmt Flow	276	33	123	158	34	192

Major/Minor	Major1	Major2	Minor1		
Conflicting Flow All	0	0	309	0	697
Stage 1	-	-	-	-	293
Stage 2	-	-	-	-	404
Critical Hdwy	-	-	4.16	-	6.46
Critical Hdwy Stg 1	-	-	-	-	5.46
Critical Hdwy Stg 2	-	-	-	-	5.46
Follow-up Hdwy	-	-	2.254	-	3.554
Pot Cap-1 Maneuver	-	-	1229	-	401
Stage 1	-	-	-	-	748
Stage 2	-	-	-	-	666
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1229	-	361
Mov Cap-2 Maneuver	-	-	-	-	361
Stage 1	-	-	-	-	748
Stage 2	-	-	-	-	599

Approach	EB	WB	NB
HCM Control Delay, s	0	3.6	12.3
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBT	EBR	WBL	WBT
Capacity (veh/h)	361	737	-	-	1229	-
HCM Lane V/C Ratio	0.095	0.261	-	-	0.1	-
HCM Control Delay (s)	16	11.6	-	-	8.3	-
HCM Lane LOS	C	B	-	-	A	-
HCM 95th %tile Q(veh)	0.3	1	-	-	0.3	-

Intersection						
Int Delay, s/veh	2.1					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	37	17	16	130	99	16
Future Vol, veh/h	37	17	16	130	99	16
Conflicting Peds, #/hr	0	0	2	0	0	2
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	25	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	1	-1	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	4	4	8	8	8	8
Mvmt Flow	40	18	17	141	108	17

Major/Minor	Minor2	Major1	Major2			
Conflicting Flow All	294	119	127	0	-	0
Stage 1	119	-	-	-	-	-
Stage 2	175	-	-	-	-	-
Critical Hdwy	6.44	6.24	4.18	-	-	-
Critical Hdwy Stg 1	5.44	-	-	-	-	-
Critical Hdwy Stg 2	5.44	-	-	-	-	-
Follow-up Hdwy	3.536	3.336	2.272	-	-	-
Pot Cap-1 Maneuver	693	927	1423	-	-	-
Stage 1	901	-	-	-	-	-
Stage 2	851	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	681	925	1420	-	-	-
Mov Cap-2 Maneuver	681	-	-	-	-	-
Stage 1	887	-	-	-	-	-
Stage 2	849	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	10.1	0.8	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	EBLn2	SBT	SBR
Capacity (veh/h)	1420	-	681	925	-	-
HCM Lane V/C Ratio	0.012	-	0.059	0.02	-	-
HCM Control Delay (s)	7.6	0	10.6	9	-	-
HCM Lane LOS	A	A	B	A	-	-
HCM 95th %tile Q(veh)	0	-	0.2	0.1	-	-

Castleberry Trails
3: Wimberly Road & Wimberly Oaks Drive

Background (2026) AM
01/17/2023

Intersection						
Int Delay, s/veh	1.2					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	T			T		
Traffic Vol, veh/h	14	12	10	138	105	8
Future Vol, veh/h	14	12	10	138	105	8
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	4	-4	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	10	10	9	9	8	8
Mvmt Flow	16	13	11	153	117	9

Major/Minor	Minor2	Major1		Major2	
Conflicting Flow All	297	122	126	0	0
Stage 1	122	-	-	-	-
Stage 2	175	-	-	-	-
Critical Hdwy	6.5	6.3	4.19	-	-
Critical Hdwy Stg 1	5.5	-	-	-	-
Critical Hdwy Stg 2	5.5	-	-	-	-
Follow-up Hdwy	3.59	3.39	2.281	-	-
Pot Cap-1 Maneuver	678	908	1418	-	-
Stage 1	884	-	-	-	-
Stage 2	836	-	-	-	-
Platoon blocked, %				-	-
Mov Cap-1 Maneuver	673	908	1418	-	-
Mov Cap-2 Maneuver	673	-	-	-	-
Stage 1	877	-	-	-	-
Stage 2	836	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	9.9	0.5	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1418	-	764	-	-
HCM Lane V/C Ratio	0.008	-	0.038	-	-
HCM Control Delay (s)	7.6	0	9.9	-	-
HCM Lane LOS	A	A	A	-	-
HCM 95th %tile Q(veh)	0	-	0.1	-	-

Castleberry Trails
4: Green Level Church Road & Green Level West Road

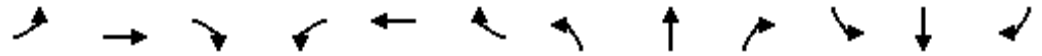
Background (2026) AM
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Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	66	551	229	226	311	4	208	628	535	6	499	30
Future Volume (vph)	66	551	229	226	311	4	208	628	535	6	499	30
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		-2%			0%			1%				-1%
Storage Length (ft)	200		175	600		150	325		100	150		100
Storage Lanes	1		1	1		1	1		1	1		1
Taper Length (ft)	100			100			100			100		
Satd. Flow (prot)	1770	1863	1584	1703	1792	1524	1744	1835	1560	1778	1872	1591
Flt Permitted	0.369			0.113			0.104			0.152		
Satd. Flow (perm)	687	1863	1584	203	1792	1524	191	1835	1560	285	1872	1591
Right Turn on Red			No			No			No			No
Satd. Flow (RTOR)												
Link Speed (mph)		45			45			45			45	
Link Distance (ft)		949			897			996			717	
Travel Time (s)		14.4			13.6			15.1			10.9	
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)												
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	3%	3%	3%	6%	6%	6%	3%	3%	3%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)												
Lane Group Flow (vph)	73	612	254	251	346	4	231	698	594	7	554	33
Turn Type	D.P+P	NA	pm+ov	D.P+P	NA	Perm	D.P+P	NA	pm+ov	D.Pm	NA	pm+ov
Protected Phases	7	4	5	3	8		5	2	3		6	7
Permitted Phases	8		4	4		8	6		2	2		6
Detector Phase	7	4	5	3	8	8	5	2	3	2	6	7
Switch Phase												
Minimum Initial (s)	7.0	7.0	7.0	7.0	7.0	7.0	7.0	12.0	7.0	12.0	12.0	7.0
Minimum Split (s)	14.0	24.0	12.3	14.0	24.0	24.0	12.3	23.6	14.0	23.6	23.6	14.0
Total Split (s)	14.0	38.0	18.5	19.0	43.0	43.0	18.5	63.0	19.0	63.0	44.5	14.0
Total Split (%)	11.7%	31.7%	15.4%	15.8%	35.8%	35.8%	15.4%	52.5%	15.8%	52.5%	37.1%	11.7%
Yellow Time (s)	5.0	4.7	3.0	5.0	4.7	4.7	3.0	4.6	5.0	4.6	4.6	5.0
All-Red Time (s)	2.0	1.3	2.3	2.0	1.3	1.3	2.3	1.0	2.0	1.0	1.0	2.0
Lost Time Adjust (s)	-2.0	-1.0	-0.3	-2.0	-1.0	-1.0	-0.3	-0.6	-2.0	-0.6	-0.6	-2.0
Total Lost Time (s)	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Lead/Lag	Lead	Lag	Lead	Lead	Lag	Lag	Lead		Lead		Lag	Lead
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes		Yes	Yes
Recall Mode	None	None	None	None	None	None	None	Min	None	Min	Min	None
Act Effect Green (s)	48.1	33.0	51.3	47.0	40.9	40.9	52.0	57.0	76.0	57.0	38.7	52.7
Actuated g/C Ratio	0.40	0.28	0.43	0.39	0.34	0.34	0.44	0.48	0.64	0.48	0.33	0.44
v/c Ratio	0.20	1.18	0.37	0.98	0.56	0.01	0.90	0.80	0.60	0.05	0.91	0.05
Control Delay	21.7	140.1	25.1	84.6	37.6	28.2	66.2	34.2	15.6	18.0	59.2	19.2
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	21.7	140.1	25.1	84.6	37.6	28.2	66.2	34.2	15.6	18.0	59.2	19.2

Castleberry Trails
4: Green Level Church Road & Green Level West Road

Background (2026) AM
01/17/2023

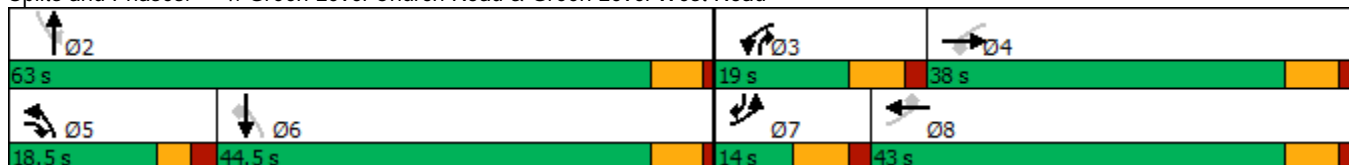


Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
LOS	C	F	C	F	D	C	E	C	B	B	E	B
Approach Delay		99.8			57.2			31.8			56.4	
Approach LOS		F			E			C			E	
Queue Length 50th (ft)	33	-574	131	150	226	2	125	438	246	3	407	14
Queue Length 95th (ft)	63	#799	201	#323	329	11	#274	606	356	12	#614	34
Internal Link Dist (ft)		869			817			916			637	
Turn Bay Length (ft)	200		175	600		150	325		100	150		100
Base Capacity (vph)	359	517	685	256	616	524	260	894	996	138	622	705
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.20	1.18	0.37	0.98	0.56	0.01	0.89	0.78	0.60	0.05	0.89	0.05

Intersection Summary

Area Type: Other
 Cycle Length: 120
 Actuated Cycle Length: 119
 Natural Cycle: 110
 Control Type: Actuated-Uncoordinated
 Maximum v/c Ratio: 1.18
 Intersection Signal Delay: 57.4
 Intersection LOS: E
 Intersection Capacity Utilization 101.2%
 ICU Level of Service G
 Analysis Period (min) 15
 ~ Volume exceeds capacity, queue is theoretically infinite.
 Queue shown is maximum after two cycles.
 # 95th percentile volume exceeds capacity, queue may be longer.
 Queue shown is maximum after two cycles.

Splits and Phases: 4: Green Level Church Road & Green Level West Road



Intersection						
Int Delay, s/veh	4.1					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↶		↷	↶	↷	↷
Traffic Vol, veh/h	229	40	162	283	41	132
Future Vol, veh/h	229	40	162	283	41	132
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	150	-	0	50
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	1	-	-	0	0	-
Peak Hour Factor	94	94	94	94	94	94
Heavy Vehicles, %	2	2	3	3	8	8
Mvmt Flow	244	43	172	301	44	140

Major/Minor	Major1	Major2	Minor1		
Conflicting Flow All	0	0	287	0	911
Stage 1	-	-	-	-	266
Stage 2	-	-	-	-	645
Critical Hdwy	-	-	4.13	-	6.48
Critical Hdwy Stg 1	-	-	-	-	5.48
Critical Hdwy Stg 2	-	-	-	-	5.48
Follow-up Hdwy	-	-	2.227	-	3.572
Pot Cap-1 Maneuver	-	-	1269	-	297
Stage 1	-	-	-	-	765
Stage 2	-	-	-	-	511
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1269	-	257
Mov Cap-2 Maneuver	-	-	-	-	257
Stage 1	-	-	-	-	765
Stage 2	-	-	-	-	442

Approach	EB	WB	NB
HCM Control Delay, s	0	3	13.4
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBT	EBR	WBL	WBT
Capacity (veh/h)	257	758	-	-	1269	-
HCM Lane V/C Ratio	0.17	0.185	-	-	0.136	-
HCM Control Delay (s)	21.8	10.8	-	-	8.3	-
HCM Lane LOS	C	B	-	-	A	-
HCM 95th %tile Q(veh)	0.6	0.7	-	-	0.5	-

Intersection						
Int Delay, s/veh	1.6					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	28	10	23	153	138	26
Future Vol, veh/h	28	10	23	153	138	26
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	25	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	1	-1	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	12	12	2	2	2	2
Mvmt Flow	31	11	26	170	153	29

Major/Minor	Minor2	Major1		Major2	
Conflicting Flow All	390	168	182	0	0
Stage 1	168	-	-	-	-
Stage 2	222	-	-	-	-
Critical Hdwy	6.52	6.32	4.12	-	-
Critical Hdwy Stg 1	5.52	-	-	-	-
Critical Hdwy Stg 2	5.52	-	-	-	-
Follow-up Hdwy	3.608	3.408	2.218	-	-
Pot Cap-1 Maneuver	595	851	1393	-	-
Stage 1	838	-	-	-	-
Stage 2	792	-	-	-	-
Platoon blocked, %				-	-
Mov Cap-1 Maneuver	583	851	1393	-	-
Mov Cap-2 Maneuver	583	-	-	-	-
Stage 1	820	-	-	-	-
Stage 2	792	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	10.9	1	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	EBLn2	SBT	SBR
Capacity (veh/h)	1393	-	583	851	-	-
HCM Lane V/C Ratio	0.018	-	0.053	0.013	-	-
HCM Control Delay (s)	7.6	0	11.5	9.3	-	-
HCM Lane LOS	A	A	B	A	-	-
HCM 95th %tile Q(veh)	0.1	-	0.2	0	-	-

Castleberry Trails
3: Wimberly Road & Wimberly Oaks Drive

Background (2026) PM
01/16/2023

Intersection						
Int Delay, s/veh	0.8					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	T			T		T
Traffic Vol, veh/h	14	8	7	158	139	10
Future Vol, veh/h	14	8	7	158	139	10
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	4	-4	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	6	6	2	2	3	3
Mvmt Flow	16	9	8	176	154	11

Major/Minor	Minor2	Major1		Major2	
Conflicting Flow All	352	160	165	0	0
Stage 1	160	-	-	-	-
Stage 2	192	-	-	-	-
Critical Hdwy	6.46	6.26	4.12	-	-
Critical Hdwy Stg 1	5.46	-	-	-	-
Critical Hdwy Stg 2	5.46	-	-	-	-
Follow-up Hdwy	3.554	3.354	2.218	-	-
Pot Cap-1 Maneuver	638	875	1413	-	-
Stage 1	859	-	-	-	-
Stage 2	831	-	-	-	-
Platoon blocked, %				-	-
Mov Cap-1 Maneuver	634	875	1413	-	-
Mov Cap-2 Maneuver	634	-	-	-	-
Stage 1	854	-	-	-	-
Stage 2	831	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	10.3	0.3	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1413	-	705	-	-
HCM Lane V/C Ratio	0.006	-	0.035	-	-
HCM Control Delay (s)	7.6	0	10.3	-	-
HCM Lane LOS	A	A	B	-	-
HCM 95th %tile Q(veh)	0	-	0.1	-	-

Castleberry Trails
4: Green Level Church Road & Green Level West Road

Background (2026) PM
01/16/2023



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↖	↗	↖	↖	↗	↖	↖	↗	↖	↖	↗	↖
Traffic Volume (vph)	101	450	202	528	610	5	195	493	331	17	532	101
Future Volume (vph)	101	450	202	528	610	5	195	493	331	17	532	101
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		-2%			0%			1%				-1%
Storage Length (ft)	200		175	600		150	325		100	150		100
Storage Lanes	1		1	1		1	1		1	1		1
Taper Length (ft)	100			100			100			100		
Satd. Flow (prot)	1770	1863	1584	1752	1845	1568	1761	1853	1575	1778	1872	1591
Flt Permitted	0.134			0.129			0.108			0.243		
Satd. Flow (perm)	250	1863	1584	238	1845	1568	200	1853	1575	455	1872	1591
Right Turn on Red			No			No			No			No
Satd. Flow (RTOR)												
Link Speed (mph)		45			45			45			45	
Link Distance (ft)		949			897			996			717	
Travel Time (s)		14.4			13.6			15.1			10.9	
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)												
Peak Hour Factor	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	3%	3%	3%	3%	3%	3%	2%	2%	2%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)												
Lane Group Flow (vph)	105	469	210	550	635	5	203	514	345	18	554	105
Turn Type	D.P+P	NA	pm+ov	D.P+P	NA	Perm	D.P+P	NA	pm+ov	D.Pm	NA	pm+ov
Protected Phases	7	4	5	3	8		5	2	3		6	7
Permitted Phases	8		4	4		8	6		2	2		6
Detector Phase	7	4	5	3	8	8	5	2	3	2	6	7
Switch Phase												
Minimum Initial (s)	7.0	7.0	7.0	7.0	7.0	7.0	7.0	12.0	7.0	12.0	12.0	7.0
Minimum Split (s)	14.0	24.0	12.3	14.0	24.0	24.0	12.3	23.6	14.0	23.6	23.6	14.0
Total Split (s)	14.0	35.0	15.6	37.0	58.0	58.0	15.6	58.0	37.0	58.0	42.4	14.0
Total Split (%)	10.8%	26.9%	12.0%	28.5%	44.6%	44.6%	12.0%	44.6%	28.5%	44.6%	32.6%	10.8%
Yellow Time (s)	5.0	4.7	3.0	5.0	4.7	4.7	3.0	4.6	5.0	4.6	4.6	5.0
All-Red Time (s)	2.0	1.3	2.3	2.0	1.3	1.3	2.3	1.0	2.0	1.0	1.0	2.0
Lost Time Adjust (s)	-2.0	-1.0	-0.3	-2.0	-1.0	-1.0	-0.3	-0.6	-2.0	-0.6	-0.6	-2.0
Total Lost Time (s)	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Lead/Lag	Lead	Lag	Lead	Lead	Lag	Lag	Lead		Lead		Lag	Lead
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes		Yes	Yes
Recall Mode	None	None	None	None	None	None	None	Min	None	Min	Min	None
Act Effect Green (s)	62.0	30.0	45.6	62.0	53.0	53.0	48.0	53.0	90.0	53.0	37.4	51.4
Actuated g/C Ratio	0.48	0.23	0.35	0.48	0.41	0.41	0.37	0.41	0.69	0.41	0.29	0.40
v/c Ratio	0.47	1.09	0.38	1.13	0.84	0.01	1.01	0.68	0.32	0.10	1.03	0.17
Control Delay	23.5	117.5	34.1	118.3	46.8	23.0	99.1	37.2	8.8	25.7	92.0	26.4
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	23.5	117.5	34.1	118.3	46.8	23.0	99.1	37.2	8.8	25.7	92.0	26.4

Castleberry Trails
4: Green Level Church Road & Green Level West Road

Background (2026) PM
01/16/2023

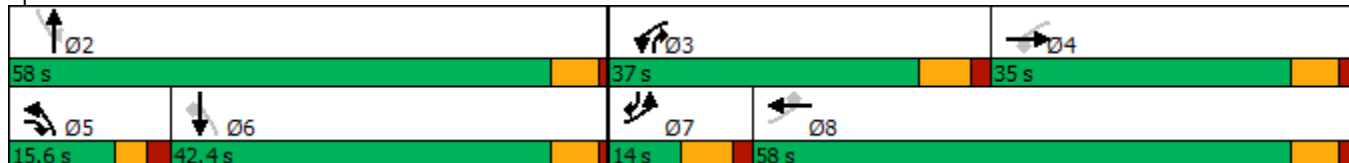


Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
LOS	C	F	C	F	D	C	F	D	A	C	F	C
Approach Delay		82.5			79.7			39.8			80.0	
Approach LOS		F			E			D			F	
Queue Length 50th (ft)	44	-445	132	-489	478	3	-124	351	104	9	-499	57
Queue Length 95th (ft)	77	#657	203	#717	#686	11	#288	481	151	28	#723	99
Internal Link Dist (ft)		869			817			916			637	
Turn Bay Length (ft)	200		175	600		150	325		100	150		100
Base Capacity (vph)	224	429	555	486	752	639	201	755	1090	185	538	629
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.47	1.09	0.38	1.13	0.84	0.01	1.01	0.68	0.32	0.10	1.03	0.17

Intersection Summary

Area Type: Other
 Cycle Length: 130
 Actuated Cycle Length: 130
 Natural Cycle: 130
 Control Type: Actuated-Uncoordinated
 Maximum v/c Ratio: 1.13
 Intersection Signal Delay: 69.0
 Intersection LOS: E
 Intersection Capacity Utilization 108.4%
 ICU Level of Service G
 Analysis Period (min) 15
 ~ Volume exceeds capacity, queue is theoretically infinite.
 Queue shown is maximum after two cycles.
 # 95th percentile volume exceeds capacity, queue may be longer.
 Queue shown is maximum after two cycles.

Splits and Phases: 4: Green Level Church Road & Green Level West Road



**Appendix I:
Synchro Output:
Build-out (2026)**

Castleberry Trails
1: Wimberly Road & Green Level West Road

Build-out (2026) AM
01/17/2023

Intersection						
Int Delay, s/veh	5.5					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↶		↷	↶	↷	↷
Traffic Vol, veh/h	248	33	128	142	40	223
Future Vol, veh/h	248	33	128	142	40	223
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	150	-	0	50
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	1	-	-	0	0	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	6	6	6	6
Mvmt Flow	276	37	142	158	44	248

Major/Minor	Major1	Major2	Minor1		
Conflicting Flow All	0	0	313	0	737
Stage 1	-	-	-	-	295
Stage 2	-	-	-	-	442
Critical Hdwy	-	-	4.16	-	6.46
Critical Hdwy Stg 1	-	-	-	-	5.46
Critical Hdwy Stg 2	-	-	-	-	5.46
Follow-up Hdwy	-	-	2.254	-	3.554
Pot Cap-1 Maneuver	-	-	1225	-	380
Stage 1	-	-	-	-	746
Stage 2	-	-	-	-	639
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1225	-	336
Mov Cap-2 Maneuver	-	-	-	-	336
Stage 1	-	-	-	-	746
Stage 2	-	-	-	-	565

Approach	EB	WB	NB
HCM Control Delay, s	0	3.9	13.1
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBT	EBR	WBL	WBT
Capacity (veh/h)	336	735	-	-	1225	-
HCM Lane V/C Ratio	0.132	0.337	-	-	0.116	-
HCM Control Delay (s)	17.3	12.4	-	-	8.3	-
HCM Lane LOS	C	B	-	-	A	-
HCM 95th %tile Q(veh)	0.5	1.5	-	-	0.4	-

Castleberry Trails
2: Wimberly Road & Castleberry Road

Build-out (2026) AM
01/17/2023

Intersection						
Int Delay, s/veh	3.4					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	87	26	19	139	102	33
Future Vol, veh/h	87	26	19	139	102	33
Conflicting Peds, #/hr	0	0	2	0	0	2
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	25	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	1	-1	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	4	4	8	8	8	8
Mvmt Flow	95	28	21	151	111	36

Major/Minor	Minor2	Major1	Major2			
Conflicting Flow All	324	131	149	0	-	0
Stage 1	131	-	-	-	-	-
Stage 2	193	-	-	-	-	-
Critical Hdwy	6.44	6.24	4.18	-	-	-
Critical Hdwy Stg 1	5.44	-	-	-	-	-
Critical Hdwy Stg 2	5.44	-	-	-	-	-
Follow-up Hdwy	3.536	3.336	2.272	-	-	-
Pot Cap-1 Maneuver	666	913	1396	-	-	-
Stage 1	890	-	-	-	-	-
Stage 2	835	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	653	911	1393	-	-	-
Mov Cap-2 Maneuver	653	-	-	-	-	-
Stage 1	874	-	-	-	-	-
Stage 2	833	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	10.9	0.9	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	EBLn2	SBT	SBR
Capacity (veh/h)	1393	-	653	911	-	-
HCM Lane V/C Ratio	0.015	-	0.145	0.031	-	-
HCM Control Delay (s)	7.6	0	11.4	9.1	-	-
HCM Lane LOS	A	A	B	A	-	-
HCM 95th %tile Q(veh)	0	-	0.5	0.1	-	-

Castleberry Trails
3: Wimberly Road & Wimberly Oaks Drive

Build-out (2026) AM
01/17/2023

Intersection						
Int Delay, s/veh	2.1					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	T			T		
Traffic Vol, veh/h	23	35	17	141	114	11
Future Vol, veh/h	23	35	17	141	114	11
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	4	-4	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	10	10	9	9	8	8
Mvmt Flow	26	39	19	157	127	12

Major/Minor	Minor2	Major1		Major2	
Conflicting Flow All	328	133	139	0	0
Stage 1	133	-	-	-	-
Stage 2	195	-	-	-	-
Critical Hdwy	6.5	6.3	4.19	-	-
Critical Hdwy Stg 1	5.5	-	-	-	-
Critical Hdwy Stg 2	5.5	-	-	-	-
Follow-up Hdwy	3.59	3.39	2.281	-	-
Pot Cap-1 Maneuver	650	895	1402	-	-
Stage 1	874	-	-	-	-
Stage 2	819	-	-	-	-
Platoon blocked, %				-	-
Mov Cap-1 Maneuver	640	895	1402	-	-
Mov Cap-2 Maneuver	640	-	-	-	-
Stage 1	861	-	-	-	-
Stage 2	819	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	10.1	0.8	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1402	-	773	-	-
HCM Lane V/C Ratio	0.013	-	0.083	-	-
HCM Control Delay (s)	7.6	0	10.1	-	-
HCM Lane LOS	A	A	B	-	-
HCM 95th %tile Q(veh)	0	-	0.3	-	-

Castleberry Trails
4: Green Level Church Road & Green Level West Road

Build-out (2026) AM
01/17/2023



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	71	587	238	226	323	4	211	628	535	6	499	32
Future Volume (vph)	71	587	238	226	323	4	211	628	535	6	499	32
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		-2%			0%			1%				-1%
Storage Length (ft)	200		175	600		150	325		100	150		100
Storage Lanes	1		1	1		1	1		1	1		1
Taper Length (ft)	100			100			100			100		
Satd. Flow (prot)	1770	1863	1584	1703	1792	1524	1744	1835	1560	1778	1872	1591
Flt Permitted	0.353			0.113			0.104			0.153		
Satd. Flow (perm)	658	1863	1584	203	1792	1524	191	1835	1560	286	1872	1591
Right Turn on Red			No			No			No			No
Satd. Flow (RTOR)												
Link Speed (mph)		45			45			45			45	
Link Distance (ft)		1489			897			996			717	
Travel Time (s)		22.6			13.6			15.1			10.9	
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)												
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	3%	3%	3%	6%	6%	6%	3%	3%	3%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)												
Lane Group Flow (vph)	79	652	264	251	359	4	234	698	594	7	554	36
Turn Type	D.P+P	NA	pm+ov	D.P+P	NA	Perm	D.P+P	NA	pm+ov	D.Pm	NA	pm+ov
Protected Phases	7	4	5	3	8		5	2	3		6	7
Permitted Phases	8		4	4		8	6		2	2		6
Detector Phase	7	4	5	3	8	8	5	2	3	2	6	7
Switch Phase												
Minimum Initial (s)	7.0	7.0	7.0	7.0	7.0	7.0	7.0	12.0	7.0	12.0	12.0	7.0
Minimum Split (s)	14.0	24.0	12.3	14.0	24.0	24.0	12.3	23.6	14.0	23.6	23.6	14.0
Total Split (s)	14.0	38.0	18.5	19.0	43.0	43.0	18.5	63.0	19.0	63.0	44.5	14.0
Total Split (%)	11.7%	31.7%	15.4%	15.8%	35.8%	35.8%	15.4%	52.5%	15.8%	52.5%	37.1%	11.7%
Yellow Time (s)	5.0	4.7	3.0	5.0	4.7	4.7	3.0	4.6	5.0	4.6	4.6	5.0
All-Red Time (s)	2.0	1.3	2.3	2.0	1.3	1.3	2.3	1.0	2.0	1.0	1.0	2.0
Lost Time Adjust (s)	-2.0	-1.0	0.3	-2.0	-1.0	-1.0	-0.3	-0.6	-2.0	-0.6	-0.6	-2.0
Total Lost Time (s)	5.0	5.0	5.6	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Lead/Lag	Lead	Lag	Lead	Lead	Lag	Lag	Lead		Lead		Lag	Lead
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes		Yes	Yes
Recall Mode	None	None	None	None	None	None	None	Min	None	Min	Min	None
Act Effect Green (s)	48.1	33.0	50.8	47.0	40.9	40.9	52.1	57.1	76.1	57.1	38.7	52.7
Actuated g/C Ratio	0.40	0.28	0.43	0.39	0.34	0.34	0.44	0.48	0.64	0.48	0.32	0.44
v/c Ratio	0.23	1.26	0.39	0.98	0.58	0.01	0.91	0.79	0.60	0.05	0.91	0.05
Control Delay	22.0	170.4	25.9	85.1	38.2	28.2	67.5	34.2	15.6	18.0	59.2	19.2
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	22.0	170.4	25.9	85.1	38.2	28.2	67.5	34.2	15.6	18.0	59.2	19.2

Castleberry Trails
 4: Green Level Church Road & Green Level West Road

Build-out (2026) AM
 01/17/2023

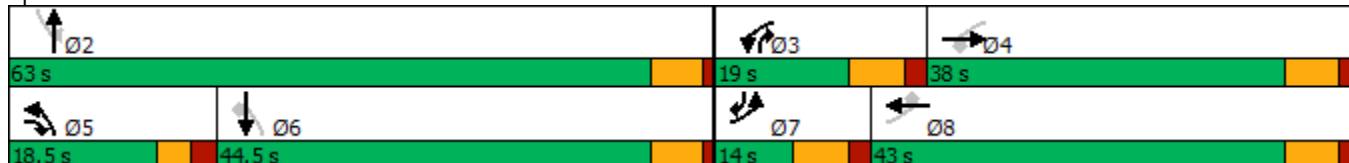


Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
LOS	C	F	C	F	D	C	E	C	B	B	E	B
Approach Delay		120.2			57.3			32.0			56.3	
Approach LOS		F			E			C			E	
Queue Length 50th (ft)	36	-638	139	150	237	2	128	438	246	3	407	16
Queue Length 95th (ft)	67	#867	211	#323	343	11	#281	606	356	12	#614	36
Internal Link Dist (ft)		1409			817			916			637	
Turn Bay Length (ft)	200		175	600		150	325		100	150		100
Base Capacity (vph)	349	516	676	256	615	523	260	893	996	139	621	704
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.23	1.26	0.39	0.98	0.58	0.01	0.90	0.78	0.60	0.05	0.89	0.05

Intersection Summary

Area Type: Other
 Cycle Length: 120
 Actuated Cycle Length: 119.1
 Natural Cycle: 110
 Control Type: Actuated-Uncoordinated
 Maximum v/c Ratio: 1.26
 Intersection Signal Delay: 63.6
 Intersection LOS: E
 Intersection Capacity Utilization 103.1%
 ICU Level of Service G
 Analysis Period (min) 15
 ~ Volume exceeds capacity, queue is theoretically infinite.
 Queue shown is maximum after two cycles.
 # 95th percentile volume exceeds capacity, queue may be longer.
 Queue shown is maximum after two cycles.

Splits and Phases: 4: Green Level Church Road & Green Level West Road



Castleberry Trails
5: Site Driveway & Castleberry Road

Build-out (2026) AM
01/17/2023

Intersection

Int Delay, s/veh 4

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	54	0	20	32	0	59
Future Vol, veh/h	54	0	20	32	0	59
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	60	0	22	36	0	66

Major/Minor	Major1	Major2	Minor1	Minor2	Minor3
Conflicting Flow All	0	0	60	0	140
Stage 1	-	-	-	-	60
Stage 2	-	-	-	-	80
Critical Hdwy	-	-	4.12	-	6.42
Critical Hdwy Stg 1	-	-	-	-	5.42
Critical Hdwy Stg 2	-	-	-	-	5.42
Follow-up Hdwy	-	-	2.218	-	3.518
Pot Cap-1 Maneuver	-	-	1544	-	853
Stage 1	-	-	-	-	963
Stage 2	-	-	-	-	943
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1544	-	840
Mov Cap-2 Maneuver	-	-	-	-	840
Stage 1	-	-	-	-	963
Stage 2	-	-	-	-	929

Approach	EB	WB	NB
HCM Control Delay, s	0	2.8	8.8
HCM LOS			A

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	1005	-	-	1544	-
HCM Lane V/C Ratio	0.065	-	-	0.014	-
HCM Control Delay (s)	8.8	-	-	7.4	0
HCM Lane LOS	A	-	-	A	A
HCM 95th %tile Q(veh)	0.2	-	-	0	-

Castleberry Trails
1: Wimberly Road & Green Level West Road

Build-out (2026) PM
01/16/2023

Intersection

Int Delay, s/veh 5.1

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↶		↷	↶	↷	↷
Traffic Vol, veh/h	229	50	219	283	47	166
Future Vol, veh/h	229	50	219	283	47	166
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	150	-	0	50
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	1	-	-	0	0	-
Peak Hour Factor	94	94	94	94	94	94
Heavy Vehicles, %	2	2	3	3	8	8
Mvmt Flow	244	53	233	301	50	177

Major/Minor	Major1	Major2	Minor1
Conflicting Flow All	0	0	297
Stage 1	-	-	-
Stage 2	-	-	-
Critical Hdwy	-	-	4.13
Critical Hdwy Stg 1	-	-	-
Critical Hdwy Stg 2	-	-	-
Follow-up Hdwy	-	-	2.227
Pot Cap-1 Maneuver	-	-	1259
Stage 1	-	-	-
Stage 2	-	-	-
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	-	-	1259
Mov Cap-2 Maneuver	-	-	-
Stage 1	-	-	-
Stage 2	-	-	-

Approach	EB	WB	NB
HCM Control Delay, s	0	3.7	15
HCM LOS			C

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBT	EBR	WBL	WBT
Capacity (veh/h)	203	753	-	-	1259	-
HCM Lane V/C Ratio	0.246	0.235	-	-	0.185	-
HCM Control Delay (s)	28.4	11.2	-	-	8.5	-
HCM Lane LOS	D	B	-	-	A	-
HCM 95th %tile Q(veh)	0.9	0.9	-	-	0.7	-

Castleberry Trails
2: Wimberly Road & Castleberry Road

Build-out (2026) PM
01/16/2023

Intersection						
Int Delay, s/veh	2.4					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	62	16	33	159	148	83
Future Vol, veh/h	62	16	33	159	148	83
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	25	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	1	-1	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	12	12	2	2	2	2
Mvmt Flow	69	18	37	177	164	92

Major/Minor	Minor2	Major1	Major2			
Conflicting Flow All	461	210	256	0	-	0
Stage 1	210	-	-	-	-	-
Stage 2	251	-	-	-	-	-
Critical Hdwy	6.52	6.32	4.12	-	-	-
Critical Hdwy Stg 1	5.52	-	-	-	-	-
Critical Hdwy Stg 2	5.52	-	-	-	-	-
Follow-up Hdwy	3.608	3.408	2.218	-	-	-
Pot Cap-1 Maneuver	541	806	1309	-	-	-
Stage 1	802	-	-	-	-	-
Stage 2	768	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	524	806	1309	-	-	-
Mov Cap-2 Maneuver	524	-	-	-	-	-
Stage 1	777	-	-	-	-	-
Stage 2	768	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	12.2	1.3	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	EBLn2	SBT	SBR
Capacity (veh/h)	1309	-	524	806	-	-
HCM Lane V/C Ratio	0.028	-	0.131	0.022	-	-
HCM Control Delay (s)	7.8	0	12.9	9.6	-	-
HCM Lane LOS	A	A	B	A	-	-
HCM 95th %tile Q(veh)	0.1	-	0.5	0.1	-	-

Castleberry Trails
3: Wimberly Road & Wimberly Oaks Drive

Build-out (2026) PM
01/16/2023

Intersection						
Int Delay, s/veh	1.8					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	T			T		T
Traffic Vol, veh/h	20	23	33	168	145	20
Future Vol, veh/h	20	23	33	168	145	20
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	4	-4	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	6	6	2	2	3	3
Mvmt Flow	22	26	37	187	161	22

Major/Minor	Minor2	Major1	Major2			
Conflicting Flow All	433	172	183	0	-	0
Stage 1	172	-	-	-	-	-
Stage 2	261	-	-	-	-	-
Critical Hdwy	6.46	6.26	4.12	-	-	-
Critical Hdwy Stg 1	5.46	-	-	-	-	-
Critical Hdwy Stg 2	5.46	-	-	-	-	-
Follow-up Hdwy	3.554	3.354	2.218	-	-	-
Pot Cap-1 Maneuver	572	861	1392	-	-	-
Stage 1	848	-	-	-	-	-
Stage 2	773	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	555	861	1392	-	-	-
Mov Cap-2 Maneuver	555	-	-	-	-	-
Stage 1	823	-	-	-	-	-
Stage 2	773	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	10.6	1.3	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1392	-	685	-	-
HCM Lane V/C Ratio	0.026	-	0.07	-	-
HCM Control Delay (s)	7.7	0	10.6	-	-
HCM Lane LOS	A	A	B	-	-
HCM 95th %tile Q(veh)	0.1	-	0.2	-	-

Castleberry Trails
4: Green Level Church Road & Green Level West Road

Build-out (2026) PM
01/16/2023



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↶	↷	↷	↶	↷	↷	↶	↷	↷	↶	↷	↷
Traffic Volume (vph)	104	475	208	528	652	5	205	493	331	17	532	106
Future Volume (vph)	104	475	208	528	652	5	205	493	331	17	532	106
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		-2%			0%			1%				-1%
Storage Length (ft)	200		175	600		150	325		100	150		100
Storage Lanes	1		1	1		1	1		1	1		1
Taper Length (ft)	100			100			100			100		
Satd. Flow (prot)	1770	1863	1584	1752	1845	1568	1761	1853	1575	1778	1872	1591
Flt Permitted	0.083			0.138			0.117			0.248		
Satd. Flow (perm)	155	1863	1584	255	1845	1568	217	1853	1575	464	1872	1591
Right Turn on Red			No			No			No			No
Satd. Flow (RTOR)												
Link Speed (mph)		45			45			45			45	
Link Distance (ft)		1489			897			996			717	
Travel Time (s)		22.6			13.6			15.1			10.9	
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)												
Peak Hour Factor	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	3%	3%	3%	3%	3%	3%	2%	2%	2%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)												
Lane Group Flow (vph)	108	495	217	550	679	5	214	514	345	18	554	110
Turn Type	D.P+P	NA	pm+ov	D.P+P	NA	Perm	D.P+P	NA	pm+ov	D.Pm	NA	pm+ov
Protected Phases	7	4	5	3	8		5	2	3		6	7
Permitted Phases	8		4	4		8	6		2	2		6
Detector Phase	7	4	5	3	8	8	5	2	3	2	6	7
Switch Phase												
Minimum Initial (s)	7.0	7.0	7.0	7.0	7.0	7.0	7.0	12.0	7.0	12.0	12.0	7.0
Minimum Split (s)	14.0	24.0	12.3	14.0	24.0	24.0	12.3	23.6	14.0	23.6	23.6	14.0
Total Split (s)	14.0	33.0	14.4	33.0	52.0	52.0	14.4	54.0	33.0	54.0	39.6	14.0
Total Split (%)	11.7%	27.5%	12.0%	27.5%	43.3%	43.3%	12.0%	45.0%	27.5%	45.0%	33.0%	11.7%
Yellow Time (s)	5.0	4.7	3.0	5.0	4.7	4.7	3.0	4.6	5.0	4.6	4.6	5.0
All-Red Time (s)	2.0	1.3	2.3	2.0	1.3	1.3	2.3	1.0	2.0	1.0	1.0	2.0
Lost Time Adjust (s)	-2.0	-1.0	-0.3	-2.0	-1.0	-1.0	-0.3	-0.6	-2.0	-0.6	-0.6	-2.0
Total Lost Time (s)	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Lead/Lag	Lead	Lag	Lead	Lead	Lag	Lag	Lead		Lead		Lag	Lead
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes		Yes	Yes
Recall Mode	None	None	None	None	None	None	None	Min	None	Min	Min	None
Act Effect Green (s)	56.0	28.0	42.4	56.0	47.0	47.0	44.0	49.0	82.0	49.0	34.6	48.6
Actuated g/C Ratio	0.47	0.23	0.35	0.47	0.39	0.39	0.37	0.41	0.68	0.41	0.29	0.40
v/c Ratio	0.56	1.14	0.39	1.18	0.94	0.01	1.07	0.68	0.32	0.10	1.03	0.17
Control Delay	30.5	129.5	31.7	132.3	57.6	22.4	112.7	34.6	8.7	23.7	88.4	23.8
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	30.5	129.5	31.7	132.3	57.6	22.4	112.7	34.6	8.7	23.7	88.4	23.8

Castleberry Trails
4: Green Level Church Road & Green Level West Road

Build-out (2026) PM
01/16/2023

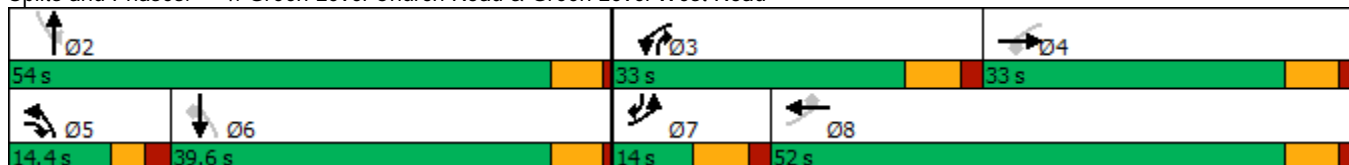


Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
LOS	C	F	C	F	E	C	F	C	A	C	F	C
Approach Delay		90.6			90.8			41.9			76.3	
Approach LOS		F			F			D			E	
Queue Length 50th (ft)	42	-448	125	-462	500	2	-131	321	98	8	-458	54
Queue Length 95th (ft)	92	#659	196	#683	#744	11	#291	448	145	25	#676	94
Internal Link Dist (ft)		1409			817			916			637	
Turn Bay Length (ft)	200		175	600		150	325		100	150		100
Base Capacity (vph)	193	434	559	468	722	614	200	756	1076	189	539	644
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.56	1.14	0.39	1.18	0.94	0.01	1.07	0.68	0.32	0.10	1.03	0.17

Intersection Summary

Area Type: Other
 Cycle Length: 120
 Actuated Cycle Length: 120
 Natural Cycle: 120
 Control Type: Actuated-Uncoordinated
 Maximum v/c Ratio: 1.18
 Intersection Signal Delay: 74.4
 Intersection LOS: E
 Intersection Capacity Utilization 110.3%
 ICU Level of Service H
 Analysis Period (min) 15
 ~ Volume exceeds capacity, queue is theoretically infinite.
 Queue shown is maximum after two cycles.
 # 95th percentile volume exceeds capacity, queue may be longer.
 Queue shown is maximum after two cycles.

Splits and Phases: 4: Green Level Church Road & Green Level West Road



Castleberry Trails
5: Site Driveway & Castleberry Road

Build-out (2026) PM
01/16/2023

Intersection						
Int Delay, s/veh	4.4					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	T			T		T
Traffic Vol, veh/h	38	4	67	48	4	40
Future Vol, veh/h	38	4	67	48	4	40
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	42	4	74	53	4	44

Major/Minor	Major1	Major2	Minor1	Minor2	Minor3
Conflicting Flow All	0	0	46	0	245
Stage 1	-	-	-	-	44
Stage 2	-	-	-	-	201
Critical Hdwy	-	-	4.12	-	6.42
Critical Hdwy Stg 1	-	-	-	-	5.42
Critical Hdwy Stg 2	-	-	-	-	5.42
Follow-up Hdwy	-	-	2.218	-	3.518
Pot Cap-1 Maneuver	-	-	1562	-	743
Stage 1	-	-	-	-	978
Stage 2	-	-	-	-	833
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1562	-	707
Mov Cap-2 Maneuver	-	-	-	-	707
Stage 1	-	-	-	-	978
Stage 2	-	-	-	-	792

Approach	EB	WB	NB
HCM Control Delay, s	0	4.3	8.8
HCM LOS			A

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	986	-	-	1562	-
HCM Lane V/C Ratio	0.05	-	-	0.048	-
HCM Control Delay (s)	8.8	-	-	7.4	0
HCM Lane LOS	A	-	-	A	A
HCM 95th %tile Q(veh)	0.2	-	-	0.1	-

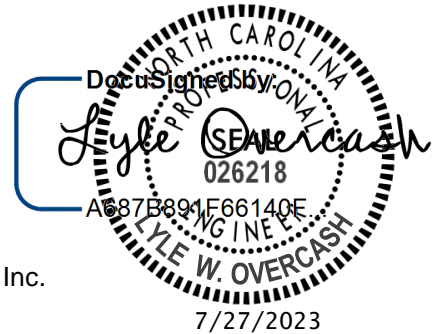
MEMORANDUM

To: Russell Dalton, PE, Town of Apex
Daniel Boulware, PE, NCDOT

From: Lyle Overcash, P.E. – Kimley-Horn and Associates, Inc.

Date: July 27, 2023

Subject: **Castleberry Trails Traffic Impact Analysis Addendum**



The *Castleberry Trails TIA* (Kimley-Horn, January 2023) analyzed the traffic impacts of constructing up to 170 single-family homes on 90 acres in Apex, North Carolina. The proposed Planned Unit Development (PUD) zoning would allow for 2 units/acre, which would equate to a maximum of 180 single-family dwelling units. Therefore, this memorandum provides an update to the TIA to determine the likely impacts of the 10 additional single-family units. There are no other changes to the TIA assumptions - the development is still proposed to be accessed via one driveway on Castleberry Road and one connection to Wimberly Oaks Drive, and build-out of the project is anticipated in the year 2026. See **Figure 1** for the latest concept plan for the Castleberry Trails development.

Trip Generation and Distribution

No changes to existing or background traffic volumes are proposed. Build volumes were updated to reflect the 10 additional single-family units. The traffic generation the proposed project was calculated using the data published in the *11th Edition of the ITE Trip Generation Manual*. Table 1 summarizes the results of these calculations.

Land Use Code	Land Use	Intensity		Daily		AM Peak Hour		PM Peak Hour	
				In	Out	In	Out	In	Out
210	Single Family Detached Housing	180	d.u.	867	867	32	95	109	64

As shown in Table 1, the proposed development has the potential to generate 1,734 new trips during a typical weekday with 127 new trips during the AM peak hour and 173 new trips during the PM peak hour.

Table 2, located on the following page, shows the comparison of trips from the original TIA and the maximum units for the PUD. As shown in Table 2, daily trips are only forecasted to increase by 90 vehicles per day, while AM peak hour trips only increase by 6 vehicles and PM peak hour trips by 9 vehicles.

Table 2 Trip Generation Comparison								
Scenario	Intensity		Daily		AM Peak Hour		PM Peak Hour	
			In	Out	In	Out	In	Out
Castleberry Trails TIA – January 2023	170	d.u.	822	822	31	90	103	61
Maximum Units Allowed by PUD	180	d.u.	867	867	32	95	109	64
Increase in Site Traffic			45	45	1	5	6	3

The generated trips were assigned to the external roadway network according to the directional distribution and percent assignment assumed in the TIA, which were based on existing travel patterns, land uses in the area, and a review of origins and destinations. The projected AM and PM peak hour site traffic volumes are shown on **Figure 2**.

Capacity Analysis

The assigned site traffic volumes were added to projected (2026) background volumes to obtain the projected build-out (2026) traffic volumes, which are shown in **Figure 3**. Peak hour capacity analyses for the build-out condition were performed at the study intersections using Synchro Version 11 software. Note that only 2026 build year results are included in this memorandum, results from existing and background analyses remain unchanged from the original TIA.

Table 3 summarizes the results of these capacity analyses.

Table 3 Level-of-Service Summary		
Condition	AM Peak Hour LOS (Delay)	PM Peak Hour LOS (Delay)
Green Level West Road at Wimberly Road (Unsignalized)		
Build-Out (2026) Traffic	NB – B (13.2) WBL – A (8.3)	NB – C (15.1) WBL – A (8.5)
Wimberly Road at Castleberry Road (Unsignalized)		
Build-Out (2026) Traffic	EB – B (10.9) NBL – A (7.6)	EB – B (12.3) NBL – A (7.8)
Wimberly Road at Wimberly Oaks Drive (Unsignalized)		
Build-Out (2026) Traffic	EB – B (10.1) NBL – A (7.6)	EB – B (10.7) NBL – A (7.7)

Table 3 Level-of-Service Summary (cont'd)		
Condition	AM Peak Hour LOS (Delay)	PM Peak Hour LOS (Delay)
Green Level Church Road at Green Level West Road (Signalized)		
Build-Out (2026) Traffic	Overall – E (63.8)	Overall – E (74.6)
	EB – F (120.6)	EB – F (91.1)
	WB – E (57.3)	WB – F (91.0)
	NB – C (32.0)	NB – D (42.2)
	SB – E (56.3)	SB – E (76.3)
Castleberry Road at Site Driveway (Signalized)		
Build-Out (2026) Traffic	NB – A (8.9)	NB – A (8.9)
	WBL – A (7.4)	WBL – A (7.4)

Summary & Recommendations

When comparing the capacity analysis results to the original TIA, no changes in level of service were observed with the additional 10 dwelling units. Therefore, there are no changes to the committed elements for the project as summarized below. Access and improvements proposed along NCDOT roadways are subject to NCDOT review and approval at the time of site and subdivision plans.

Castleberry Road at Site Driveway

- Construct the northbound Site Driveway approach as a stop-controlled two-lane public street access with one ingress lane and one egress lane to Castleberry Road approximately 1,400 feet west of Wimberly Road
- Provide sidewalks along both sides of the Site Driveway and internal streets to the residential development

Wimberly Road at Castleberry Road

- Construct a southbound right-turn taper on Wimberly Road
- Install a stop bar on the eastbound Castleberry Road approach
- Install centerline pavement markings extending a minimum of 50 feet from the stop bar on the eastbound Castleberry Road approach

Castleberry Road

- Improve the south side of Castleberry Road for the length of the Property’s frontage, consistent with the Town’s Rural Residential Street section, and construct a 5-foot sidewalk south of the future grassed swale.

Wimberly Road

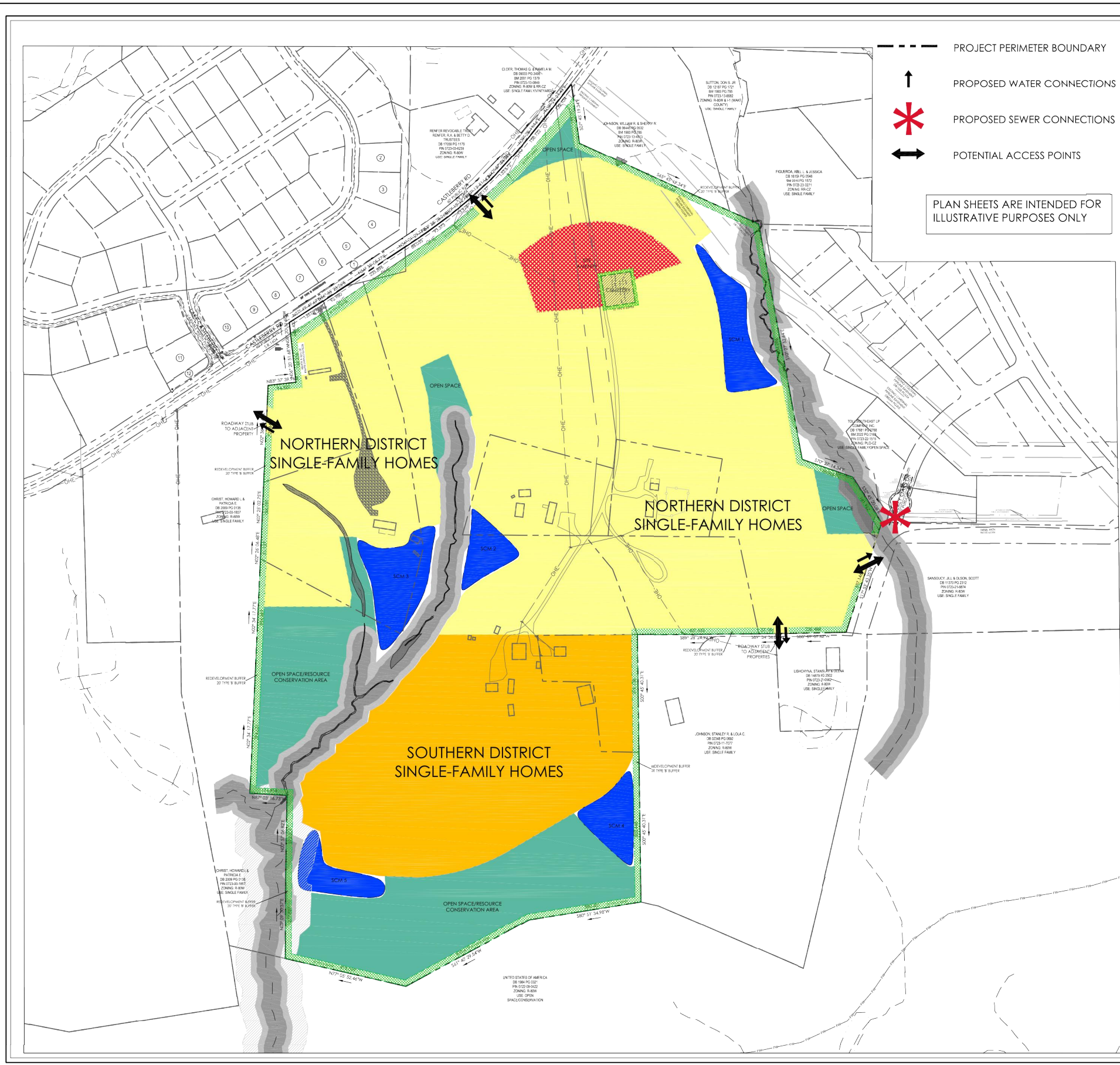
- Upgrade the existing crossing of the American Tobacco Trail at Wimberly Road with high visibility crosswalk markings and signage, and install a Rectangular Rapid-Flashing Beacon (RRFB) system according to NCDOT and Town of Apex standards

- Extend the existing sidewalk along the southwest side of Wimberly Road to the south to connect to the American Tobacco Trail, with roadway shoulder widening and gutter typical roadway section (the “ATT Connection”). Coordinate with and obtain an encroachment agreement from NCDOT Rail Division and obtain other necessary approvals or agreements for construction and maintenance of the portion of the ATT Connection located on the American Tobacco Trail property leased by Wake County. Work with NCDOT and Town staff to finalize a design that places the ATT Connection within the existing Wimberly Road right of way. If the Town and NCDOT will not approve a design that places the ATT Connection in the existing Wimberly Road right of way, Developer shall pay a fee-in-lieu in the amount of the estimated cost of the ATT Connection.

Figure 4 shows the committed and recommended laneage.

Should you have any questions or comments, please do not hesitate to contact me at (919) 678-4131 or lyle.overcash@kimley-horn.com.

Attachments: Figures 1-4, Synchro LOS Reports



- PROJECT PERIMETER BOUNDARY
- ↑ PROPOSED WATER CONNECTIONS
- * PROPOSED SEWER CONNECTIONS
- ↔ POTENTIAL ACCESS POINTS

PLAN SHEETS ARE INTENDED FOR ILLUSTRATIVE PURPOSES ONLY

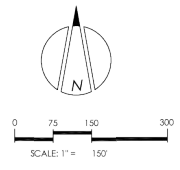
- POSSIBLE SITE AMENITY
- BUFFERS/RCA
- SINGLE FAMILY 6,000 SF MINIMUM
- SINGLE FAMILY 10,000 SF MINIMUM
- EX CEMETERY (~0.30 ACRES & 59 GRAVESTES)

SITE AND UTILITY NOTES:

1. DEVELOPMENT ACCESS AND SUB STREET LOCATIONS SHALL BE FINALIZED AT MASTER SUBDIVISION PLAN DESIGN AND APPROVAL.
2. FINAL RESOURCE CONSERVATION AREA (RCA), OPEN SPACE, AND PLAY LANE LOCATIONS SHALL BE COORDINATED WITH STAFF AND BUILDER DURING MASTER SUBDIVISION PLAN DESIGN AND APPROVAL.
3. ALL ZONING PLAN SHEETS ARE PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY. FINAL DESIGN COMPONENTS ARE DETERMINED AT MASTER SUBDIVISION PLAN.
4. REFER TO PD TEXT DOCUMENTS FOR A LIST OF ALLOWABLE USES, ZONING CONDITIONS, AND OTHER DESIGN STANDARDS FOR THE DEVELOPMENT.
5. ENVIRONMENTAL FEATURES ARE SUBJECT TO FINAL REVIEW CONCURRENCE WITH VARIOUS REGULATING AGENCIES.
6. PUBLIC PEDESTRIAN AND VEHICULAR ACCESS IS SHOWN FOR CONCEPTUAL PURPOSES AND ARE SUBJECT TO REVISIONS DURING THE MASTER SUBDIVISION PLAN DESIGN AND APPROVAL.
7. ALL SITE ELEMENTS ARE REQUIRED TO MEET OR EXCEED TOWN OF APEX, NCDOT, OR OTHER REVIEW AUTHORITY STANDARD DESIGN SPECIFICATIONS.
8. PROJECT WILL COMPLY WITH ADOPTED TOWN MASTER PLANS INCLUDING TRANSPORTATION, WATER, SEWER, AND GREENWAYS.
9. THE PROJECT IS REQUESTING FULL TOWN SERVICES, INCLUDING BUT NOT LIMITED TO WATER, SEWER AND ELECTRICITY.
10. THE PROJECT WILL NOT UTILIZE PRIVATE SEWAGE DISPOSAL.
11. NO SITE DEVELOPMENT ACTIVITY INCLUDING, BUT NOT LIMITED TO, TESTING, CLEARING, INSTALLATION OF S&E MEASURES, OR GRADING SHALL OCCUR UNTIL REQUIRED TREE PROTECTION FENCING HAS BEEN INSTALLED AND INSPECTED. A TREE PROTECTION FENCING INSTALLATION PERMIT MAY BE OBTAINED AT THE PLANNING DEPARTMENT OR ONLINE AT [HTTP://WWW.APEXNC.ORG/215/APPLICATIONS-SCHEDULES](http://www.apexnc.org/215/APPLICATIONS-SCHEDULES).
12. TREE PROTECTION FENCING MUST BE PLACED:
 - a. ONE FOOT AWAY FROM ANY SAVED TREE FOR EACH INCH OF DIAMETER AT BREAST HEIGHT;
 - b. ALONG THE OUTSIDE LINE OF THE 100-YEAR FLOODPLAIN AND THE OUTSIDE EDGE OF ANY RIPARIAN BUFFER; AND
 - c. AT LEAST 10 FEET AWAY FROM ANY OTHER DESIGNATED RCA SUCH AS, BUT NOT LIMITED TO, HISTORIC BUILDINGS AND STRUCTURES, WETLANDS, AND PONDS.
13. ADDITIONAL TREE 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.).

POTENTIAL ACCESS POINTS:

Potential Access Points shown on the Conceptual Site Plan / Conceptual Utility Plan (C100) are not shown in exact locations but show required connections. Connections can only be removed from the subdivision connectivity requirements of the PUD if the developer shows to the satisfaction of the Planning Director, in consultation with the Technical Review Committee (TRC), that the construction of the connection would be impractical based on environmental conditions found in the field at the time of Master Subdivision Plan approval.



**CONCEPTUAL SITE PLAN/
CONCEPTUAL UTILITY PLAN**
SCALE: 1"=150'



NC License #P-0673

project:
CASTLEBERRY RESERVE
8639 CASTLEBERRY ROAD
WHITE OAK TOWNSHIP
APEX, NORTH CAROLINA 27523



NO.	DATE	BY	REVISION
1	APR 11, 2023	FS	ISSUE FOR PERMIT - 10% ZONING COMMENTS
2	MAY 11, 2023	JR	ISSUE FOR PERMIT - 20% ZONING COMMENTS

title:
**CONCEPTUAL SITE PLAN/
CONCEPTUAL UTILITY PLAN**

proj #:
220602
date:
FEBRUARY 1, 2023
dwg by: FS
chkd by: JR
scale:
As Noted
sheet:

C100
(PUD PLAN)

FIGURE 1

CONCEPTUAL SITE PLAN

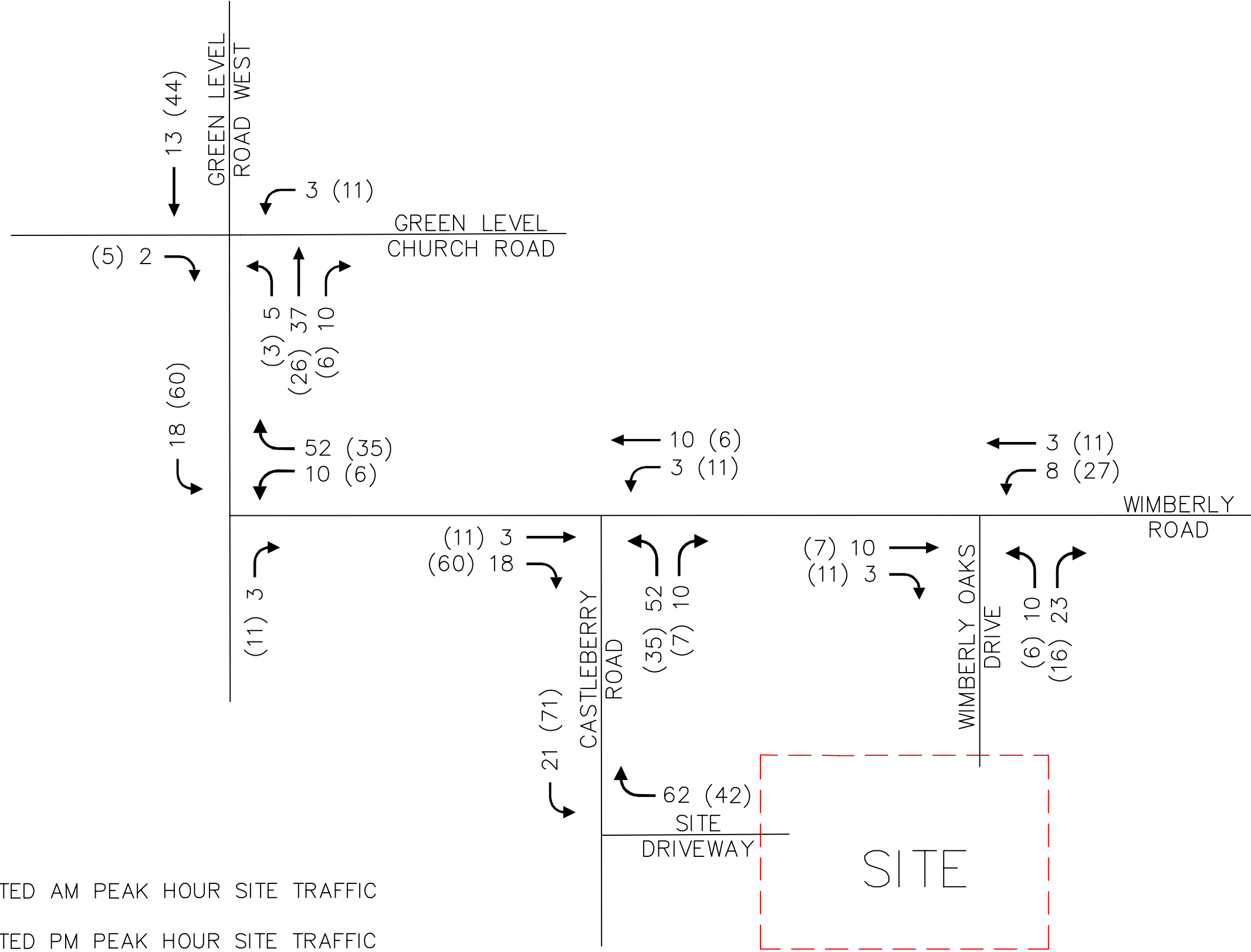
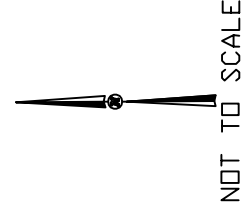
CASTLEBERRY TRAILS
APEX, NC
TRAFFIC IMPACT ANALYSIS ADDENDUM



THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, IS INTENDED ONLY FOR THE PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY KIMLEY-HORN AND ASSOCIATES, INC. SHALL BE WITHOUT LIABILITY TO KIMLEY-HORN AND ASSOCIATES, INC.

LEGEND

- XX PROJECTED AM PEAK HOUR SITE TRAFFIC
- (XX) PROJECTED PM PEAK HOUR SITE TRAFFIC

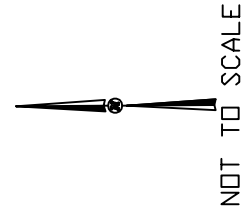


CASTLEBERRY TRAILS
APEX, NC
TRAFFIC IMPACT ANALYSIS ADDENDUM

PROJECTED AM & PM PEAK HOUR
SITE TRAFFIC VOLUMES

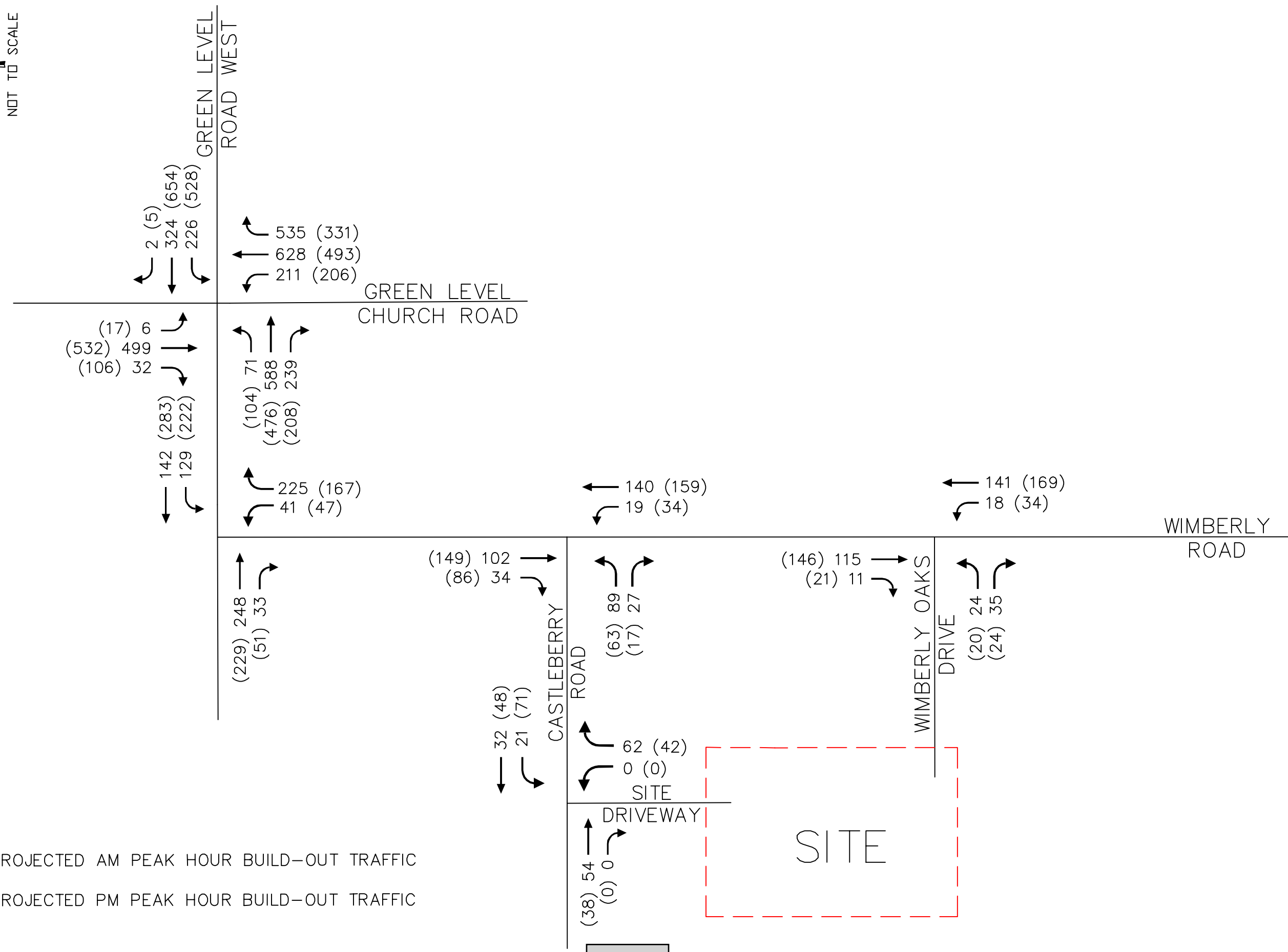
FIGURE
2

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LEGEND

- XX PROJECTED AM PEAK HOUR BUILD-OUT TRAFFIC
- (XX) PROJECTED PM PEAK HOUR BUILD-OUT TRAFFIC



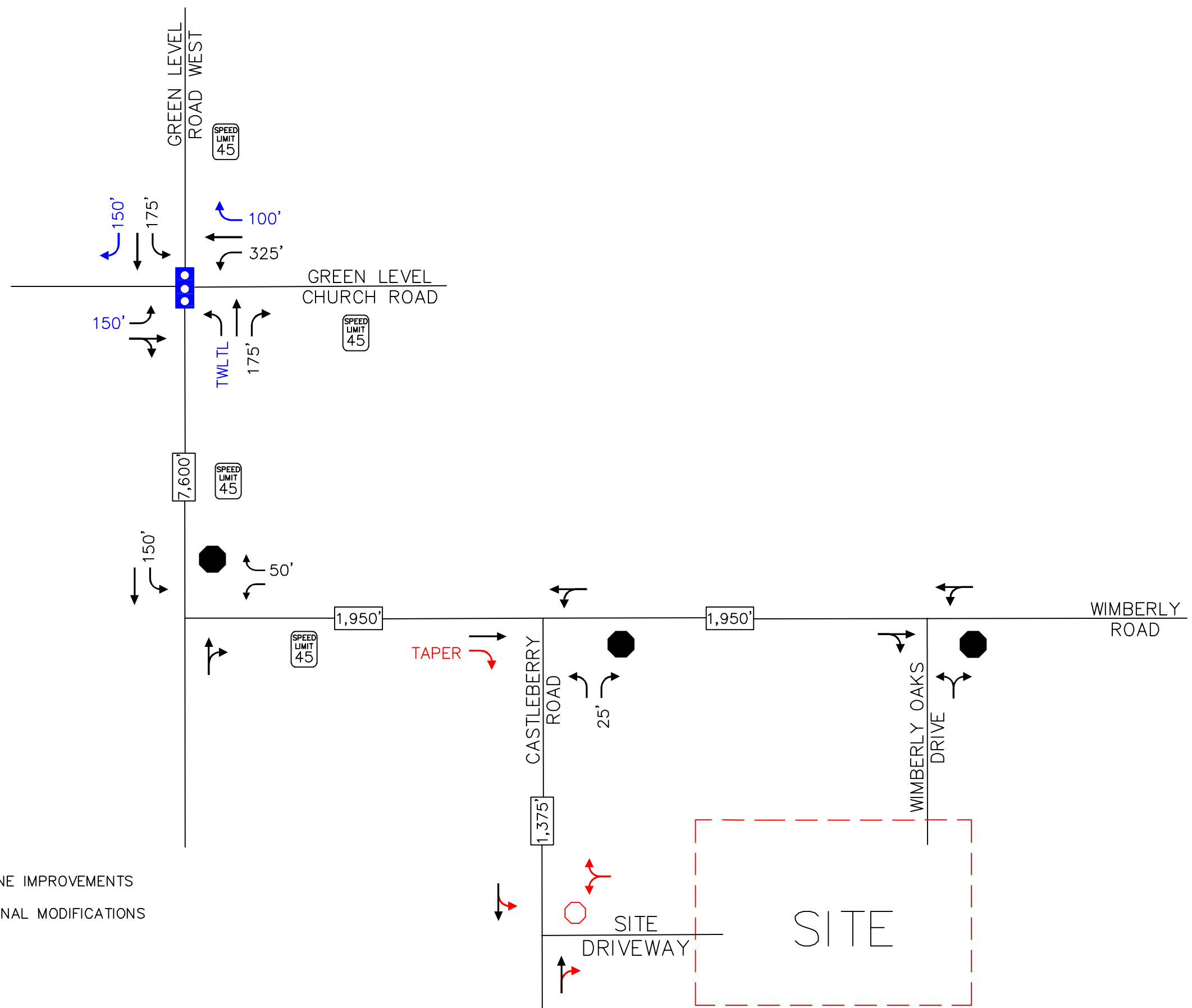
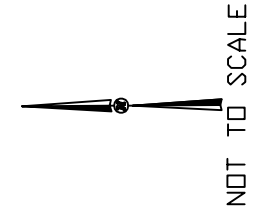
CASTLEBERRY TRAILS
TRAFFIC IMPACT ANALYSIS ADDENDUM
APEX, NC

PROJECTED BUILD-OUT (2026)
AM & PM PEAK HOUR TRAFFIC VOLUMES

FIGURE
3

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY KIMLEY-HORN AND ASSOCIATES, INC. SHALL BE WITHOUT LIABILITY TO KIMLEY-HORN AND ASSOCIATES, INC.

- LEGEND**
- EXISTING LANE
 - EXISTING STOP SIGN
 - ⬢ EXISTING TRAFFIC SIGNAL
 - RECOMMENDED LANE
 - RECOMMENDED STOP SIGN
 - APPROVED DEVELOPMENT LANE IMPROVEMENTS
 - ⬢ APPROVED DEVELOPMENT SIGNAL MODIFICATIONS
 - Ⓢ POSTED SPEED LIMIT
 - XXX' STORAGE LENGTH
 - XX' INTERSECTION SPACING



CASTLEBERRY TRAILS
APEX, NC
TRAFFIC IMPACT ANALYSIS ADDENDUM

BUILD-OUT ROADWAY LANEAGE

FIGURE
4

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Intersection						
Int Delay, s/veh	5.6					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↶		↷	↶	↷	↷
Traffic Vol, veh/h	248	33	129	142	41	225
Future Vol, veh/h	248	33	129	142	41	225
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	150	-	0	50
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	1	-	-	0	0	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	6	6	6	6
Mvmt Flow	276	37	143	158	46	250

Major/Minor	Major1	Major2	Minor1		
Conflicting Flow All	0	0	313	0	739
Stage 1	-	-	-	-	295
Stage 2	-	-	-	-	444
Critical Hdwy	-	-	4.16	-	6.46
Critical Hdwy Stg 1	-	-	-	-	5.46
Critical Hdwy Stg 2	-	-	-	-	5.46
Follow-up Hdwy	-	-	2.254	-	3.554
Pot Cap-1 Maneuver	-	-	1225	-	379
Stage 1	-	-	-	-	746
Stage 2	-	-	-	-	638
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1225	-	335
Mov Cap-2 Maneuver	-	-	-	-	335
Stage 1	-	-	-	-	746
Stage 2	-	-	-	-	563

Approach	EB	WB	NB
HCM Control Delay, s	0	4	13.2
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBT	EBR	WBL	WBT
Capacity (veh/h)	335	735	-	-	1225	-
HCM Lane V/C Ratio	0.136	0.34	-	-	0.117	-
HCM Control Delay (s)	17.4	12.4	-	-	8.3	-
HCM Lane LOS	C	B	-	-	A	-
HCM 95th %tile Q(veh)	0.5	1.5	-	-	0.4	-

Intersection						
Int Delay, s/veh	3.4					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	89	27	19	140	102	34
Future Vol, veh/h	89	27	19	140	102	34
Conflicting Peds, #/hr	0	0	2	0	0	2
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	25	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	1	-1	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	4	4	8	8	8	8
Mvmt Flow	97	29	21	152	111	37

Major/Minor	Minor2	Major1	Major2			
Conflicting Flow All	326	132	150	0	-	0
Stage 1	132	-	-	-	-	-
Stage 2	194	-	-	-	-	-
Critical Hdwy	6.44	6.24	4.18	-	-	-
Critical Hdwy Stg 1	5.44	-	-	-	-	-
Critical Hdwy Stg 2	5.44	-	-	-	-	-
Follow-up Hdwy	3.536	3.336	2.272	-	-	-
Pot Cap-1 Maneuver	664	912	1395	-	-	-
Stage 1	889	-	-	-	-	-
Stage 2	834	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	651	910	1392	-	-	-
Mov Cap-2 Maneuver	651	-	-	-	-	-
Stage 1	873	-	-	-	-	-
Stage 2	832	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	10.9	0.9	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	EBLn2	SBT	SBR
Capacity (veh/h)	1392	-	651	910	-	-
HCM Lane V/C Ratio	0.015	-	0.149	0.032	-	-
HCM Control Delay (s)	7.6	0	11.5	9.1	-	-
HCM Lane LOS	A	A	B	A	-	-
HCM 95th %tile Q(veh)	0	-	0.5	0.1	-	-

Intersection						
Int Delay, s/veh	2.1					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	T			T		T
Traffic Vol, veh/h	24	35	18	141	115	11
Future Vol, veh/h	24	35	18	141	115	11
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	4	-4	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	10	10	9	9	8	8
Mvmt Flow	27	39	20	157	128	12

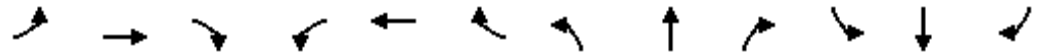
Major/Minor	Minor2	Major1		Major2	
Conflicting Flow All	331	134	140	0	0
Stage 1	134	-	-	-	-
Stage 2	197	-	-	-	-
Critical Hdwy	6.5	6.3	4.19	-	-
Critical Hdwy Stg 1	5.5	-	-	-	-
Critical Hdwy Stg 2	5.5	-	-	-	-
Follow-up Hdwy	3.59	3.39	2.281	-	-
Pot Cap-1 Maneuver	648	894	1401	-	-
Stage 1	873	-	-	-	-
Stage 2	817	-	-	-	-
Platoon blocked, %				-	-
Mov Cap-1 Maneuver	638	894	1401	-	-
Mov Cap-2 Maneuver	638	-	-	-	-
Stage 1	859	-	-	-	-
Stage 2	817	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	10.1	0.9	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1401	-	769	-	-
HCM Lane V/C Ratio	0.014	-	0.085	-	-
HCM Control Delay (s)	7.6	0	10.1	-	-
HCM Lane LOS	A	A	B	-	-
HCM 95th %tile Q(veh)	0	-	0.3	-	-

Castleberry Trails TIA Addendum
 4: Green Level Church Road & Green Level West Road

Build-out (2026) AM
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Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↖	↑	↗	↖	↑	↗	↖	↑	↗	↖	↑	↗
Traffic Volume (vph)	71	588	239	226	324	4	211	628	535	6	499	32
Future Volume (vph)	71	588	239	226	324	4	211	628	535	6	499	32
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		-2%			0%			1%				-1%
Storage Length (ft)	200		175	600		150	325		100	150		100
Storage Lanes	1		1	1		1	1		1	1		1
Taper Length (ft)	100			100			100			100		
Satd. Flow (prot)	1770	1863	1584	1703	1792	1524	1744	1835	1560	1778	1872	1591
Flt Permitted	0.352			0.113			0.104			0.153		
Satd. Flow (perm)	656	1863	1584	203	1792	1524	191	1835	1560	286	1872	1591
Right Turn on Red			No			No			No			No
Satd. Flow (RTOR)												
Link Speed (mph)		45			45			45			45	
Link Distance (ft)		1489			897			996			717	
Travel Time (s)		22.6			13.6			15.1			10.9	
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)												
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	3%	3%	3%	6%	6%	6%	3%	3%	3%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)												
Lane Group Flow (vph)	79	653	266	251	360	4	234	698	594	7	554	36
Turn Type	D.P+P	NA	pm+ov	D.P+P	NA	Perm	D.P+P	NA	pm+ov	D.Pm	NA	pm+ov
Protected Phases	7	4	5	3	8		5	2	3		6	7
Permitted Phases	8		4	4		8	6		2	2		6
Detector Phase	7	4	5	3	8	8	5	2	3	2	6	7
Switch Phase												
Minimum Initial (s)	7.0	7.0	7.0	7.0	7.0	7.0	7.0	12.0	7.0	12.0	12.0	7.0
Minimum Split (s)	14.0	24.0	12.3	14.0	24.0	24.0	12.3	23.6	14.0	23.6	23.6	14.0
Total Split (s)	14.0	38.0	18.5	19.0	43.0	43.0	18.5	63.0	19.0	63.0	44.5	14.0
Total Split (%)	11.7%	31.7%	15.4%	15.8%	35.8%	35.8%	15.4%	52.5%	15.8%	52.5%	37.1%	11.7%
Yellow Time (s)	5.0	4.7	3.0	5.0	4.7	4.7	3.0	4.6	5.0	4.6	4.6	5.0
All-Red Time (s)	2.0	1.3	2.3	2.0	1.3	1.3	2.3	1.0	2.0	1.0	1.0	2.0
Lost Time Adjust (s)	-2.0	-1.0	0.3	-2.0	-1.0	-1.0	-0.3	-0.6	-2.0	-0.6	-0.6	-2.0
Total Lost Time (s)	5.0	5.0	5.6	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Lead/Lag	Lead	Lag	Lead	Lead	Lag	Lag	Lead		Lead		Lag	Lead
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes		Yes	Yes
Recall Mode	None	None	None	None	None	None	None	Min	None	Min	Min	None
Act Effect Green (s)	48.1	33.0	50.8	47.0	40.9	40.9	52.1	57.1	76.1	57.1	38.7	52.7
Actuated g/C Ratio	0.40	0.28	0.43	0.39	0.34	0.34	0.44	0.48	0.64	0.48	0.32	0.44
v/c Ratio	0.23	1.27	0.39	0.98	0.59	0.01	0.91	0.79	0.60	0.05	0.91	0.05
Control Delay	22.0	171.1	26.0	85.1	38.3	28.2	67.5	34.2	15.6	18.0	59.2	19.2
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	22.0	171.1	26.0	85.1	38.3	28.2	67.5	34.2	15.6	18.0	59.2	19.2

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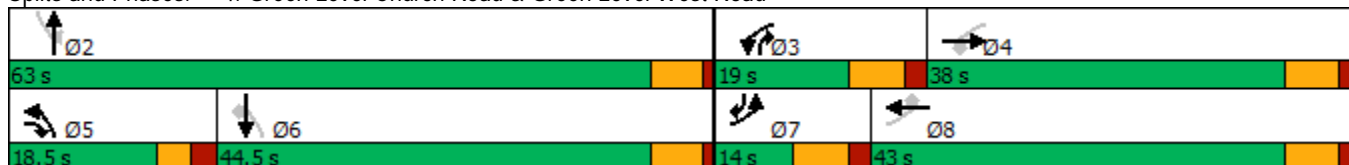


Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
LOS	C	F	C	F	D	C	E	C	B	B	E	B
Approach Delay		120.6			57.3			32.0			56.3	
Approach LOS		F			E			C			E	
Queue Length 50th (ft)	36	-640	140	150	238	2	128	438	246	3	407	16
Queue Length 95th (ft)	67	#869	213	#323	344	11	#281	606	356	12	#614	36
Internal Link Dist (ft)		1409			817			916			637	
Turn Bay Length (ft)	200		175	600		150	325		100	150		100
Base Capacity (vph)	348	516	676	256	615	523	260	893	996	139	621	704
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.23	1.27	0.39	0.98	0.59	0.01	0.90	0.78	0.60	0.05	0.89	0.05

Intersection Summary

Area Type: Other
 Cycle Length: 120
 Actuated Cycle Length: 119.1
 Natural Cycle: 110
 Control Type: Actuated-Uncoordinated
 Maximum v/c Ratio: 1.27
 Intersection Signal Delay: 63.8
 Intersection LOS: E
 Intersection Capacity Utilization 103.2%
 ICU Level of Service G
 Analysis Period (min) 15
 ~ Volume exceeds capacity, queue is theoretically infinite.
 Queue shown is maximum after two cycles.
 # 95th percentile volume exceeds capacity, queue may be longer.
 Queue shown is maximum after two cycles.

Splits and Phases: 4: Green Level Church Road & Green Level West Road



Intersection						
Int Delay, s/veh	4.2					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↔			↔		↔
Traffic Vol, veh/h	54	4	21	32	4	62
Future Vol, veh/h	54	4	21	32	4	62
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	60	4	23	36	4	69

Major/Minor	Major1	Major2	Minor1	Minor2	Minor3
Conflicting Flow All	0	0	64	0	144
Stage 1	-	-	-	-	62
Stage 2	-	-	-	-	82
Critical Hdwy	-	-	4.12	-	6.42
Critical Hdwy Stg 1	-	-	-	-	5.42
Critical Hdwy Stg 2	-	-	-	-	5.42
Follow-up Hdwy	-	-	2.218	-	3.518
Pot Cap-1 Maneuver	-	-	1538	-	849
Stage 1	-	-	-	-	961
Stage 2	-	-	-	-	941
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1538	-	836
Mov Cap-2 Maneuver	-	-	-	-	836
Stage 1	-	-	-	-	961
Stage 2	-	-	-	-	927

Approach	EB	WB	NB
HCM Control Delay, s	0	2.9	8.9
HCM LOS			A

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	991	-	-	1538	-
HCM Lane V/C Ratio	0.074	-	-	0.015	-
HCM Control Delay (s)	8.9	-	-	7.4	0
HCM Lane LOS	A	-	-	A	A
HCM 95th %tile Q(veh)	0.2	-	-	0	-

Intersection						
Int Delay, s/veh	5.1					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↶		↷	↶	↷	↷
Traffic Vol, veh/h	229	51	222	283	47	167
Future Vol, veh/h	229	51	222	283	47	167
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	150	-	0	50
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	1	-	-	0	0	-
Peak Hour Factor	94	94	94	94	94	94
Heavy Vehicles, %	2	2	3	3	8	8
Mvmt Flow	244	54	236	301	50	178

Major/Minor	Major1	Major2	Minor1		
Conflicting Flow All	0	0	298	0	1044 271
Stage 1	-	-	-	-	271 -
Stage 2	-	-	-	-	773 -
Critical Hdwy	-	-	4.13	-	6.48 6.28
Critical Hdwy Stg 1	-	-	-	-	5.48 -
Critical Hdwy Stg 2	-	-	-	-	5.48 -
Follow-up Hdwy	-	-	2.227	-	3.572 3.372
Pot Cap-1 Maneuver	-	-	1258	-	247 753
Stage 1	-	-	-	-	761 -
Stage 2	-	-	-	-	445 -
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1258	-	201 753
Mov Cap-2 Maneuver	-	-	-	-	201 -
Stage 1	-	-	-	-	761 -
Stage 2	-	-	-	-	361 -

Approach	EB	WB	NB
HCM Control Delay, s	0	3.7	15.1
HCM LOS			C

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBT	EBR	WBL	WBT
Capacity (veh/h)	201	753	-	-	1258	-
HCM Lane V/C Ratio	0.249	0.236	-	-	0.188	-
HCM Control Delay (s)	28.7	11.3	-	-	8.5	-
HCM Lane LOS	D	B	-	-	A	-
HCM 95th %tile Q(veh)	0.9	0.9	-	-	0.7	-

Intersection						
Int Delay, s/veh	2.5					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	63	17	34	159	149	86
Future Vol, veh/h	63	17	34	159	149	86
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	25	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	1	-1	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	12	12	2	2	2	2
Mvmt Flow	70	19	38	177	166	96

Major/Minor	Minor2	Major1	Major2			
Conflicting Flow All	467	214	262	0	-	0
Stage 1	214	-	-	-	-	-
Stage 2	253	-	-	-	-	-
Critical Hdwy	6.52	6.32	4.12	-	-	-
Critical Hdwy Stg 1	5.52	-	-	-	-	-
Critical Hdwy Stg 2	5.52	-	-	-	-	-
Follow-up Hdwy	3.608	3.408	2.218	-	-	-
Pot Cap-1 Maneuver	536	801	1302	-	-	-
Stage 1	798	-	-	-	-	-
Stage 2	766	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	519	801	1302	-	-	-
Mov Cap-2 Maneuver	519	-	-	-	-	-
Stage 1	772	-	-	-	-	-
Stage 2	766	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	12.3	1.4	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	EBLn2	SBT	SBR
Capacity (veh/h)	1302	-	519	801	-	-
HCM Lane V/C Ratio	0.029	-	0.135	0.024	-	-
HCM Control Delay (s)	7.8	0	13	9.6	-	-
HCM Lane LOS	A	A	B	A	-	-
HCM 95th %tile Q(veh)	0.1	-	0.5	0.1	-	-

Intersection						
Int Delay, s/veh	1.8					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	T			T		T
Traffic Vol, veh/h	20	24	34	169	146	21
Future Vol, veh/h	20	24	34	169	146	21
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	4	-4	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	6	6	2	2	3	3
Mvmt Flow	22	27	38	188	162	23

Major/Minor	Minor2	Major1		Major2	
Conflicting Flow All	438	174	185	0	0
Stage 1	174	-	-	-	-
Stage 2	264	-	-	-	-
Critical Hdwy	6.46	6.26	4.12	-	-
Critical Hdwy Stg 1	5.46	-	-	-	-
Critical Hdwy Stg 2	5.46	-	-	-	-
Follow-up Hdwy	3.554	3.354	2.218	-	-
Pot Cap-1 Maneuver	569	859	1390	-	-
Stage 1	847	-	-	-	-
Stage 2	771	-	-	-	-
Platoon blocked, %				-	-
Mov Cap-1 Maneuver	551	859	1390	-	-
Mov Cap-2 Maneuver	551	-	-	-	-
Stage 1	821	-	-	-	-
Stage 2	771	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	10.7	1.3	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1390	-	685	-	-
HCM Lane V/C Ratio	0.027	-	0.071	-	-
HCM Control Delay (s)	7.7	0	10.7	-	-
HCM Lane LOS	A	A	B	-	-
HCM 95th %tile Q(veh)	0.1	-	0.2	-	-

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Build-out (2026) PM
 07/27/2023



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↖	↗	↖	↖	↗	↖	↖	↗	↖	↖	↗	↖
Traffic Volume (vph)	104	476	208	528	654	5	206	493	331	17	532	106
Future Volume (vph)	104	476	208	528	654	5	206	493	331	17	532	106
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		-2%			0%			1%				-1%
Storage Length (ft)	200		175	600		150	325		100	150		100
Storage Lanes	1		1	1		1	1		1	1		1
Taper Length (ft)	100			100			100			100		
Satd. Flow (prot)	1770	1863	1584	1752	1845	1568	1761	1853	1575	1778	1872	1591
Flt Permitted	0.083			0.138			0.117			0.248		
Satd. Flow (perm)	155	1863	1584	255	1845	1568	217	1853	1575	464	1872	1591
Right Turn on Red			No			No			No			No
Satd. Flow (RTOR)												
Link Speed (mph)		45			45			45			45	
Link Distance (ft)		1489			897			996			717	
Travel Time (s)		22.6			13.6			15.1			10.9	
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)												
Peak Hour Factor	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	3%	3%	3%	3%	3%	3%	2%	2%	2%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)												
Lane Group Flow (vph)	108	496	217	550	681	5	215	514	345	18	554	110
Turn Type	D.P+P	NA	pm+ov	D.P+P	NA	Perm	D.P+P	NA	pm+ov	D.Pm	NA	pm+ov
Protected Phases	7	4	5	3	8		5	2	3		6	7
Permitted Phases	8		4	4		8	6		2	2		6
Detector Phase	7	4	5	3	8	8	5	2	3	2	6	7
Switch Phase												
Minimum Initial (s)	7.0	7.0	7.0	7.0	7.0	7.0	7.0	12.0	7.0	12.0	12.0	7.0
Minimum Split (s)	14.0	24.0	12.3	14.0	24.0	24.0	12.3	23.6	14.0	23.6	23.6	14.0
Total Split (s)	14.0	33.0	14.4	33.0	52.0	52.0	14.4	54.0	33.0	54.0	39.6	14.0
Total Split (%)	11.7%	27.5%	12.0%	27.5%	43.3%	43.3%	12.0%	45.0%	27.5%	45.0%	33.0%	11.7%
Yellow Time (s)	5.0	4.7	3.0	5.0	4.7	4.7	3.0	4.6	5.0	4.6	4.6	5.0
All-Red Time (s)	2.0	1.3	2.3	2.0	1.3	1.3	2.3	1.0	2.0	1.0	1.0	2.0
Lost Time Adjust (s)	-2.0	-1.0	-0.3	-2.0	-1.0	-1.0	-0.3	-0.6	-2.0	-0.6	-0.6	-2.0
Total Lost Time (s)	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Lead/Lag	Lead	Lag	Lead	Lead	Lag	Lag	Lead		Lead		Lag	Lead
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes		Yes	Yes
Recall Mode	None	None	None	None	None	None	None	Min	None	Min	Min	None
Act Effect Green (s)	56.0	28.0	42.4	56.0	47.0	47.0	44.0	49.0	82.0	49.0	34.6	48.6
Actuated g/C Ratio	0.47	0.23	0.35	0.47	0.39	0.39	0.37	0.41	0.68	0.41	0.29	0.40
v/c Ratio	0.56	1.14	0.39	1.18	0.94	0.01	1.07	0.68	0.32	0.10	1.03	0.17
Control Delay	30.5	130.3	31.7	132.3	58.1	22.4	114.2	34.6	8.7	23.7	88.4	23.8
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	30.5	130.3	31.7	132.3	58.1	22.4	114.2	34.6	8.7	23.7	88.4	23.8

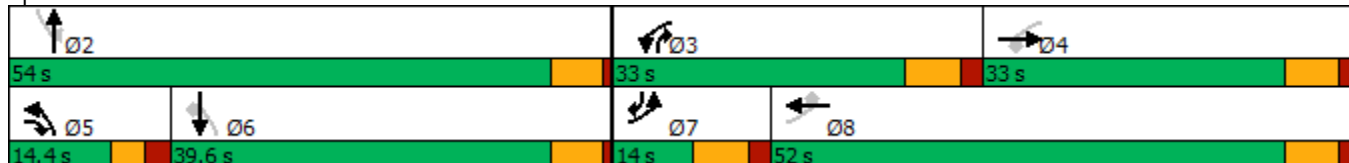


Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
LOS	C	F	C	F	E	C	F	C	A	C	F	C
Approach Delay		91.1			91.0			42.2			76.3	
Approach LOS		F			F			D			E	
Queue Length 50th (ft)	42	-449	125	-462	503	2	-132	321	98	8	-458	54
Queue Length 95th (ft)	92	#660	196	#683	#746	11	#292	448	145	25	#676	94
Internal Link Dist (ft)		1409			817			916			637	
Turn Bay Length (ft)	200		175	600		150	325		100	150		100
Base Capacity (vph)	193	434	559	468	722	614	200	756	1076	189	539	644
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.56	1.14	0.39	1.18	0.94	0.01	1.07	0.68	0.32	0.10	1.03	0.17

Intersection Summary

Area Type: Other
 Cycle Length: 120
 Actuated Cycle Length: 120
 Natural Cycle: 120
 Control Type: Actuated-Uncoordinated
 Maximum v/c Ratio: 1.18
 Intersection Signal Delay: 74.6
 Intersection LOS: E
 Intersection Capacity Utilization 110.4%
 ICU Level of Service H
 Analysis Period (min) 15
 ~ Volume exceeds capacity, queue is theoretically infinite.
 Queue shown is maximum after two cycles.
 # 95th percentile volume exceeds capacity, queue may be longer.
 Queue shown is maximum after two cycles.

Splits and Phases: 4: Green Level Church Road & Green Level West Road



Intersection						
Int Delay, s/veh	4.5					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	38	4	71	48	4	42
Future Vol, veh/h	38	4	71	48	4	42
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	42	4	79	53	4	47

Major/Minor	Major1	Major2	Minor1		
Conflicting Flow All	0	0	46	0	255 44
Stage 1	-	-	-	-	44 -
Stage 2	-	-	-	-	211 -
Critical Hdwy	-	-	4.12	-	6.42 6.22
Critical Hdwy Stg 1	-	-	-	-	5.42 -
Critical Hdwy Stg 2	-	-	-	-	5.42 -
Follow-up Hdwy	-	-	2.218	-	3.518 3.318
Pot Cap-1 Maneuver	-	-	1562	-	734 1026
Stage 1	-	-	-	-	978 -
Stage 2	-	-	-	-	824 -
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1562	-	696 1026
Mov Cap-2 Maneuver	-	-	-	-	696 -
Stage 1	-	-	-	-	978 -
Stage 2	-	-	-	-	781 -

Approach	EB	WB	NB
HCM Control Delay, s	0	4.4	8.9
HCM LOS			A

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	985	-	-	1562	-
HCM Lane V/C Ratio	0.052	-	-	0.051	-
HCM Control Delay (s)	8.9	-	-	7.4	0
HCM Lane LOS	A	-	-	A	A
HCM 95th %tile Q(veh)	0.2	-	-	0.2	-

PLANNING BOARD REPORT TO TOWN COUNCIL

Rezoning Case: 23CZ04 Castleberry Reserve PUD

Planning Board Meeting Date: July 10, 2023



Report Requirements:

Per NCGS §160D-604(b), all proposed amendments to the zoning ordinance or zoning map shall be submitted to the Planning Board for review and comment. If no written report is received from the Planning Board within 30 days of referral of the amendment to the Planning Board, the Town Council may act on the amendment without the Planning Board report. The Town Council is not bound by the recommendations, if any, of the Planning Board.

Per NCGS §160D-604(d), the Planning Board shall advise and comment on whether the proposed action is consistent with all applicable officially adopted plans, and provide a written recommendation to the Town Council that addresses plan consistency and other matters as deemed appropriate by the Planning Board, but a comment by the Planning Board that a proposed amendment is inconsistent with the officially adopted plans shall not preclude consideration or approval of the proposed amendment by the Town Council.

PROJECT DESCRIPTION:

Acreeage: ±89.90 acres
PIN(s): 0723125145, 0723115892, 0723113507, 0723111191, 0723120194, 0723024085, 0723023450, and 0723026951
Current Zoning: Wake County Residential-80W (R-80W)
Proposed Zoning: Planned Unit Development-Conditional Zoning (PUD-CZ)
Current 2045 Land Use Map: Rural Density Residential

If rezoned as proposed, the 2045 Land Use Map Designation will change to: Low Density Residential

Town Limits: Outside Town Limits

Applicable Officially Adopted Plans:

The Board must state whether the project is consistent or inconsistent with the following officially adopted plans, if applicable. Applicable plans have a check mark next to them.

2045 Land Use Map
 Consistent Inconsistent Reason: If rezoning is approved, the

2045 Land Use Map will automatically be amended.

Apex Transportation Plan
 Consistent Inconsistent Reason: _____

Parks, Recreation, Open Space, and Greenways Plan
 Consistent Inconsistent Reason: _____

PLANNING BOARD REPORT TO TOWN COUNCIL

Rezoning Case: 23CZ04 Castleberry Reserve PUD

Planning Board Meeting Date: July 10, 2023



Legislative Considerations:

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

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

Consistent Inconsistent Reason: _____

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

Consistent Inconsistent Reason: _____

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

Consistent Inconsistent Reason: _____

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

Consistent Inconsistent Reason: _____

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

Consistent Inconsistent Reason: _____

PLANNING BOARD REPORT TO TOWN COUNCIL

Rezoning Case: 23CZ04 Castleberry Reserve PUD

Planning Board Meeting Date: July 10, 2023



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

Consistent Inconsistent Reason: _____

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

Consistent Inconsistent Reason: _____

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

Consistent Inconsistent Reason: _____

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

Consistent Inconsistent Reason: _____

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

Consistent Inconsistent Reason: _____

PLANNING BOARD REPORT TO TOWN COUNCIL

Rezoning Case: 23CZ04 Castleberry Reserve PUD

Planning Board Meeting Date: July 10, 2023



Planning Board Recommendation:

Motion: To recommend approval of the rezoning with added condition

Introduced by Planning Board member: Ryan Akers

Seconded by Planning Board member: Keith Braswell

Approval: the project is consistent with all applicable officially adopted plans and the applicable legislative considerations listed above.

Approval with conditions: the project is not consistent with all applicable officially adopted plans and/or the applicable legislative considerations as noted above, so the following conditions are recommended to be included in the project in order to make it fully consistent:

Condition to be worked out with staff to provide to Council to address the rural context section of Castleberry Road.

Denial: the project is not consistent with all applicable officially adopted plans and/or the applicable legislative considerations as noted above.

With 5 Planning Board Member(s) voting "aye"

With 3 Planning Board Member(s) voting "no"

Reasons for dissenting votes:

See attached from Reginald Skinner, Tina Sherman, and Sarah Soh.

This report reflects the recommendation of the Planning Board, this the 10th day of July 2023.

Attest:

Handwritten signature of Reginald Skinner

Reginald Skinner, Planning Board Chair

Dianne Khin

Digitally signed by Dianne Khin Date: 2023.07.10 18:45:21 -04'00'

Dianne Khin, Planning Director

PLANNING BOARD REPORT TO TOWN COUNCIL
Dissenting Member Comments



Planning Board Member Name: Sarah Soh

Meeting Date: 7/10/2023

Rezoning # 23CZ04

Long Range Plan amendment(s) _____

Other _____

Reason(s) for dissenting vote:

My reasons are aligned with the Township staff analysis, and additional listed below:

- neighboring new construction community homes are on larger size lots ranging from 1/3 acre to 1/2 acre plus with 4,000 to 6,000 sf size homes. Both areas "northern" and "southern" sites should be low density.

- additional new developments will need to be thoughtfully designed with the neighboring Jordan Lake environmental conditions and possible effects of water quality.

- larger buffers for at open space areas, esp. game lands area. This is a very active hunting area. Trucks park at American Tobacco Trail parking lot specifically for hunting. Hunting is part of the county/state culture, we are chipping at this open space area, hence taking a piece of culture away.

- insufficient space in schools. White Oak Elementary school was capped in February 2020. Children are bused to Davis Dr. which is heavily maximized as well. This is a huge concern for everyone in the catchment.

- traffic on Castleberry Road, which is currently a busy road. The proposed would add more traffic on this local "no outlet" road.

PLANNING BOARD REPORT TO TOWN COUNCIL
Dissenting Member Comments



Planning Board Member Name: Reginald Skinner

Meeting Date: 7/10/2023

Rezoning # 23C204

Long Range Plan amendment(s) _____

Other _____

Reason(s) for dissenting vote: It was not consistent with the 2045
Land use Plan.

PLANNING BOARD REPORT TO TOWN COUNCIL
Dissenting Member Comments



Planning Board Member Name: Tina Sherman

Meeting Date: 7/10/23

Rezoning # #23CZ04 Castleberry Reserve PUD

Long Range Plan amendment(s) _____

Other _____

Reason(s) for dissenting vote:

For all of the reasons why staff denied.



TOWN OF APEX
 POST OFFICE BOX 230
 APEX, NORTH CAROLINA 27502
 PHONE 919-249-3426

**PUBLIC NOTIFICATION
 OF PUBLIC HEARINGS**
 CONDITIONAL ZONING #23CZ04
 Castleberry Reserve PUD

Pursuant to the provisions of North Carolina General Statutes §1600-602 and to the Town of Apex Unified Development Ordinance (UDO) Section 2.2.11, notice is hereby given of public hearings before the Planning Board of the Town of Apex. The purpose of these hearings is to consider the following:

Applicant: Inspire Commercial, LLC
Authorized Agent: Matthew Carpenter, Parker Poe and Jeff Roach, Peak Engineering.
Property Addresses: 8633, 8635, 8637, 8639, 8649, 8705, 8709, and 8717 Castleberry Road
Acreage: ±89.90 acres
Property Identification Numbers (PINs): 0723125145, 0723115892, 0723113507, 0723111191, 0723120194, 0723024085, 0723023450, and 0723026951
Current 2045 Land Use Map Designation: Rural Density Residential
If rezoned as proposed, the 2045 Land Use Map Designation will change to: Low Density Residential
Existing Zoning of Properties: Wake County Residential-80W (R-80W)
Proposed Zoning of Properties: Planned Unit Development-Conditional Zoning (PUD-CZ)

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

Planning Board Public Hearing Date and Time: July 10, 2023 4:30 PM

You may attend the meeting in person or view the meeting through the Town's YouTube livestream at: <https://www.youtube.com/townofapexgov>.

If you are unable to attend, you may provide a written statement by email to public.hearing@apexnc.org, or submit it to the clerk of the Planning Board, Jeri Pederson (73 Hunter Street or USPS mail - P.O. Box 250, Apex, NC 27502), at least two business days prior to the Planning Board vote. You must provide your name and address for the record. The written statements will be delivered to the Planning Board prior to their vote. Please include the Public Hearing name in the subject line.

A separate notice of the Town Council public hearing on this project will be mailed and posted in order to comply with State public notice requirements.

Vicinity Map:



Property owners, tenants, and neighborhood associations within 300 feet of the proposed conditional zoning have been sent this notice via first class mail. All interested parties may submit comments with respect to the application by the means specified above. In addition to the above map, the location of the property may be viewed online at <https://maps.raleighnc.gov/imaps>. The 2045 Land Use Map may be viewed online at www.apexnc.org/DocumentCenter/View/478. You may call 919-249-3426, Planning Department, with questions or for further information. To view the petition and related documents on-line: <https://www.apexnc.org/DocumentCenter/View/42045>.

Dianne F. Khin, AICP
 Planning Director

Published Dates: June 23-July 10, 2023



TOWN OF APEX
 PO BOX 250
 APEX, NORTH CAROLINA 27502
 TELÉFONO 919-249-3426

NOTIFICACIÓN PÚBLICA DE AUDIENCIAS PÚBLICAS
 ORDENAMIENTO TERRITORIAL CONDICIONAL #23CZ04
 Castleberry Reserve PUD
 (Desarrollo de Unidad Planificada)

De conformidad con las disposiciones de los Estatutos Generales de Carolina del Norte §1600-602 y con la Sección 2.2.11 de la Ordenanza de Desarrollo Unificado (UDO) del ayuntamiento de Apex, por la presente se notifican las audiencias públicas ante la Junta de Planificación de Apex. El propósito de estas audiencias es considerar lo siguiente:

Solicitante: Inspire Commercial, LLC

Agente autorizado: Matthew Carpenter, Parker Poe and Jeff Roach, Peak Engineering

Dirección de las propiedades: 8633, 8635, 8637, 8639, 8649, 8705, 8709, and 8717 Castleberry Road

Superficie: ±89.90 acres

Números de identificación de las propiedades: 0723125145, 0723115892, 0723113507, 0723111191, 0723120194, 0723024085, 0723023450, and 0723026951

Designación actual en el Mapa de Uso Territorial para 2045: Rural Density Residential

Si se aprueba el cambio de zonificación como se propone, el Mapa de Uso Territorial para el 2045 cambiará a: Low Density Residential

Ordenamiento territorial existente de las propiedades: Wake County Residential-80W (R-80W)

Ordenamiento territorial propuesto para las propiedades: Planned Unit Development-Conditional Zoning (PUD-CZ)

Lugar de la audiencia pública: Ayuntamiento de Apex

Cámara del Consejo, 2º piso

73 Hunter Street, Apex, Carolina del Norte

Fecha y hora de la audiencia pública de la Junta de Planificación: 10 de julio de 2023 4:30 P.M.

Puede asistir a la reunión de manera presencial o seguir la transmisión en directo por YouTube a través del siguiente enlace: <https://www.youtube.com/townofapexgo>.

Si no puede asistir, puede enviar una declaración escrita por correo electrónico a public.hearing@apexnc.org, o presentarla a la secretaria de la Junta de Planificación, Jeri Pederson (73 Hunter Street o por correo USPS a P.O. Box 250, Apex, NC 27502), al menos dos días hábiles antes de la votación de la Junta de Planificación. Debe proporcionar su nombre y dirección para que conste en el registro. Las declaraciones escritas se entregarán a la Junta de Planificación antes de la votación. No olvide incluir el nombre de la audiencia pública en el asunto.

De conformidad con los requisitos estatales de notificaciones públicas, se enviará por correo y se publicará por separado una notificación de la audiencia pública del Consejo Municipal sobre este proyecto.

Mapa de las Inmediaciones:



Los propietarios, inquilinos y asociaciones de vecinos en un radio de 300 pies del Ordenamiento Territorial Condicional propuesto han recibido esta notificación por correo postal de primera clase. Todas las partes interesadas pueden presentar comentarios sobre la solicitud a través de los medios especificados anteriormente. La ubicación de la propiedad también puede verse aquí: <https://maps.raleighnc.gov/imap>. Puede ver el Mapa de Uso Territorial para 2045 aquí: www.apexnc.org/DocumentCenter/View/478. Si tiene preguntas o desea obtener más información, puede comunicarse con el Departamento de Planificación al 919-249-3426. Puede ver la solicitud y otros documentos relacionados aquí: <https://www.apexnc.org/DocumentCenter/View/42045>.

Dianne F. Khin, AICP
 Directora de Planificación

Fechas de publicación: 23 de junio - 10 de julio de 2023



TOWN OF APEX

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

PUBLIC NOTIFICATION OF PUBLIC HEARINGS CONDITIONAL ZONING #23CZ04 Castleberry Reserve PUD

Pursuant to the provisions of North Carolina General Statutes §160D-602 and to the Town of Apex Unified Development Ordinance (UDO) Section 2.2.11, notice is hereby given of public hearings before the Planning Board of the Town of Apex. The purpose of these hearings is to consider the following:

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Authorized Agent: Matthew Carpenter, Parker Poe and Jeff Roach, Peak Engineering.

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Acreage: ±89.90 acres

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Proposed Zoning of Properties: Planned Unit Development-Conditional Zoning (PUD-CZ)

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

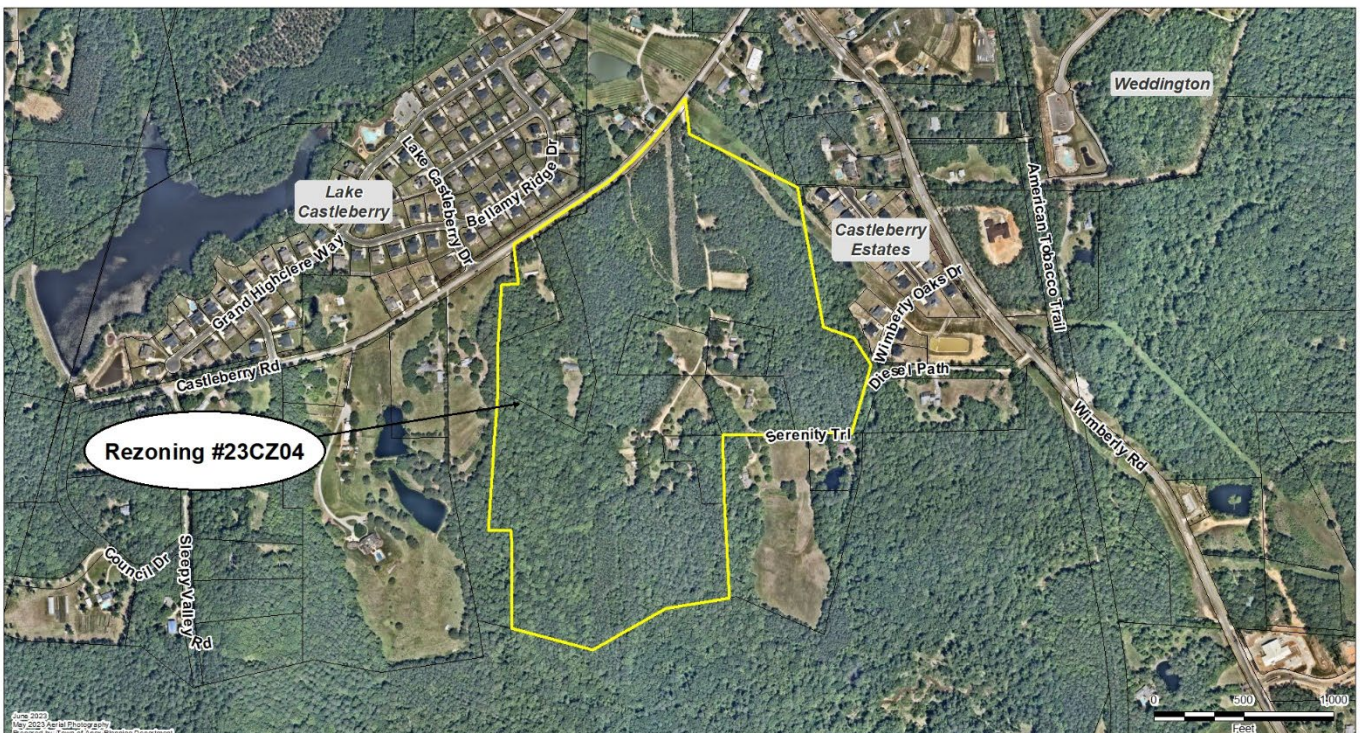
Planning Board Public Hearing Date and Time: July 10, 2023 4:30 PM

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Dianne F. Khin, AICP
Planning Director



TOWN OF APEX
PO BOX 250
APEX, NORTH CAROLINA 27502
TELÉFONO 919-249-3426

NOTIFICACIÓN PÚBLICA DE AUDIENCIAS PÚBLICAS
ORDENAMIENTO TERRITORIAL CONDICIONAL #23CZ04
Castleberry Reserve PUD
(Desarrollo de Unidad Planificada)

De conformidad con las disposiciones de los Estatutos Generales de Carolina del Norte §160D-602 y con la Sección 2.2.11 de la Ordenanza de Desarrollo Unificado (UDO) del ayuntamiento de Apex, por la presente se notifican las audiencias públicas ante la Junta de Planificación de Apex. El propósito de estas audiencias es considerar lo siguiente:

Solicitante: Inspire Commercial, LLC

Agente autorizado: Matthew Carpenter, Parker Poe and Jeff Roach, Peak Engineering

Dirección de las propiedades: 8633, 8635, 8637, 8639, 8649, 8705, 8709, and 8717 Castleberry Road

Superficie: ±89.90 acres

Números de identificación de las propiedades: 0723125145, 0723115892, 0723113507, 0723111191, 0723120194, 0723024085, 0723023450, and 0723026951

Designación actual en el Mapa de Uso Territorial para 2045: Rural Density Residential

Si se aprueba el cambio de zonificación como se propone, el Mapa de Uso Territorial para el 2045 cambiará a: Low Density Residential

Ordenamiento territorial existente de las propiedades: Wake County Residential-80W (R-80W)

Ordenamiento territorial propuesto para las propiedades: Planned Unit Development-Conditional Zoning (PUD-CZ)

Lugar de la audiencia pública: Ayuntamiento de Apex
Cámara del Consejo, 2º piso
73 Hunter Street, Apex, Carolina del Norte

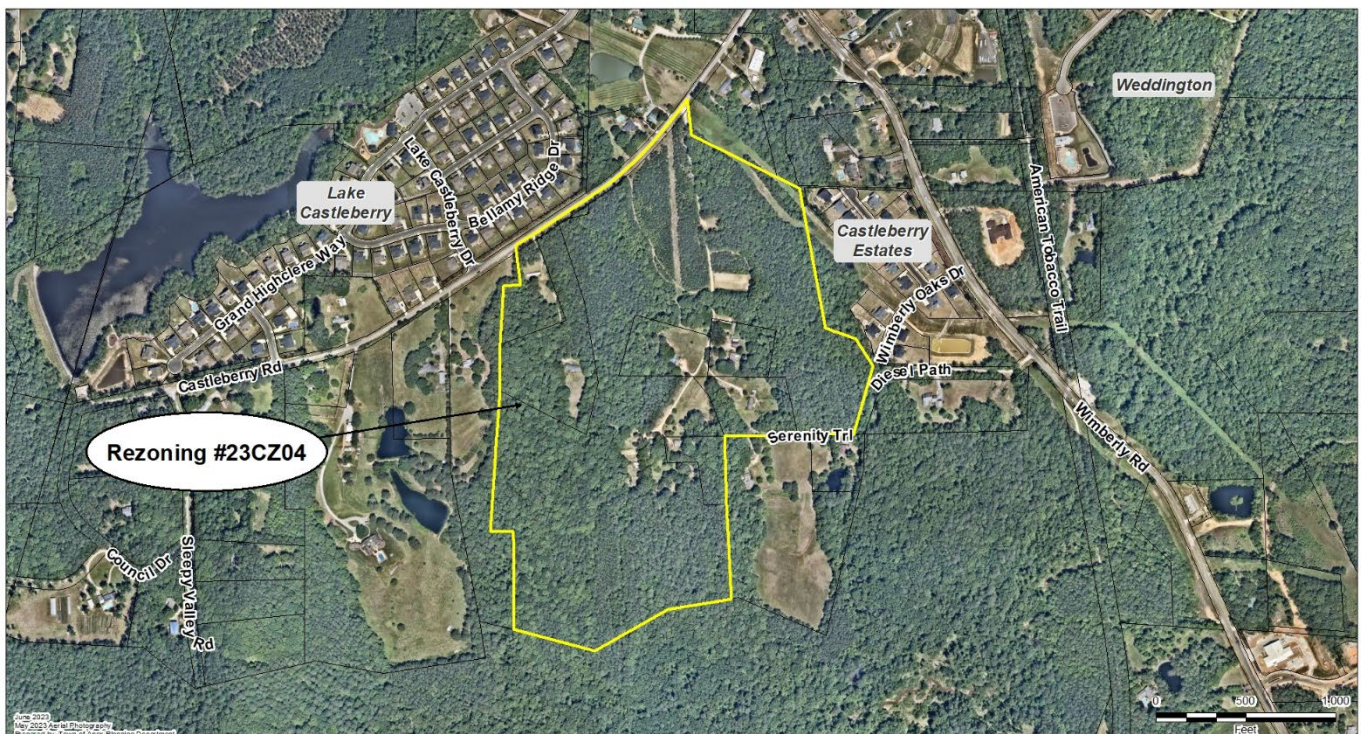
Fecha y hora de la audiencia pública de la Junta de Planificación: 10 de julio de 2023 4:30 P.M.

Puede asistir a la reunión de manera presencial o seguir la transmisión en directo por YouTube a través del siguiente enlace: <https://www.youtube.com/c/townofapexgov>.

Si no puede asistir, puede enviar una declaración escrita por correo electrónico a public.hearing@apexnc.org, o presentarla a la secretaria de la Junta de Planificación, Jeri Pederson (73 Hunter Street o por correo USPS a P.O. Box 250, Apex, NC 27502), al menos dos días hábiles antes de la votación de la Junta de Planificación. Debe proporcionar su nombre y dirección para que conste en el registro. Las declaraciones escritas se entregarán a la Junta de Planificación antes de la votación. No olvide incluir el nombre de la audiencia pública en el asunto.

De conformidad con los requisitos estatales de notificaciones públicas, se enviará por correo y se publicará por separado una notificación de la audiencia pública del Consejo Municipal sobre este proyecto.

Mapa de las inmediaciones:



Los propietarios, inquilinos y asociaciones de vecinos en un radio de 300 pies del Ordenamiento Territorial Condicional propuesto han recibido esta notificación por correo postal de primera clase. Todas las partes interesadas pueden presentar comentarios sobre la solicitud a través de los medios especificados anteriormente. La ubicación de la propiedad también puede verse aquí: <https://maps.raleighnc.gov/imaps>. Puede ver el Mapa de Uso Territorial para 2045 aquí: www.apexnc.org/DocumentCenter/View/478. Si tiene preguntas o desea obtener más información, puede comunicarse con el Departamento de Planificación al 919-249-3426. Puede ver la solicitud y otros documentos relacionados aquí: <https://www.apexnc.org/DocumentCenter/View/42045>.

Dianne F. Khin, AICP
Directora de Planificación



TOWN OF APEX

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

**AFFIDAVIT CERTIFYING
Public Notification – Written (Mailed) Notice**

Section 2.2.11
Town of Apex Unified Development Ordinance

Project Name: Conditional Zoning #23CZ04 Castleberry Reserve PUD
Project Location: 8633, 8635, 8637, 8639, 8649, 8705, 8709, and 8717 Castleberry Road
Applicant or Authorized Agent: Matthew Carpenter and Jeff Roach
Firm: Parker Poe and Peak Engineering
Planning Board Public Hearing Date: July 10, 2023
Project Planner: June Cowles

This is to certify that I, as Planning Director, mailed or caused to have mailed by first class postage for the above mentioned project on June 23, 2023, a notice containing the time and place, location, nature and scope of the application, where additional information may be obtained, and the opportunity for interested parties to be heard, to the property owners and tenants within 300' of the land subject to notification. I further certify that I relied on information from the Wake County Tax Assessor and the Town of Apex Master Address Repository provided to me by Town of Apex GIS Staff as to accuracy of the list and accuracy of mailing addresses of property owners and tenants within 300' of the land subject to notification.

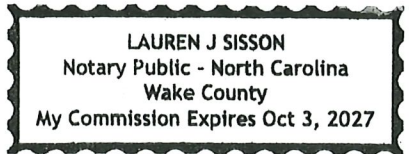
6/26/2023
Date

Shirley F. Klein
Planning Director

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, *Lauren J Sisson*, a Notary Public for the above

State and County, this the *26th* day of *June*, 202*3*.



[Signature]
Notary Public

SEAL

My Commission Expires: *10* / *3* / *27*



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

**PUBLIC NOTIFICATION
 OF PUBLIC HEARINGS
 CONDITIONAL ZONING #23CZ04
 Castleberry Reserve PUD**

Pursuant to the provisions of North Carolina General Statutes §160D-602 and to the Town of Apex Unified Development Ordinance (UDO) Section 2.2.11, notice is hereby given of public hearings before the Town Council of the Town of Apex. The purpose of these hearings is to consider the following:

Applicant: Inspire Commercial, LLC
Authorized Agent: Matthew Carpenter, Parker Poe and Jeff Roach, Peak Engineering
Property Addresses: 8633, 8635, 8637, 8639, 8649, 8705, 8709, and 8717 Castleberry Road
Acreage: ±89.90 acres
Property Identification Numbers (PINs): 0723125145, 0723115892, 0723113507, 0723111191, 0723120194, 0723024085, 0723023450, and 0723026951
Current 2045 Land Use Map Designation: Rural Density Residential
If rezoned as proposed, the 2045 Land Use Map Designation will change to: Low Density Residential
Existing Zoning of Properties: Wake County Residential-B0W (R-B0W)
Proposed Zoning of Properties: Planned Unit Development-Conditional Zoning (PUD-CZ)

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

Comments received prior to the Planning Board public hearing will not be provided to the Town Council. Separate comments for the Town Council public hearing must be provided by the deadline specified below.

Town Council Public Hearing Date and Time: August 8, 2023 6:00 PM
 You may attend the meeting in person or view the meeting through the Town's YouTube livestream at:
<https://www.youtube.com/channel/UCwofapepx>

If you are unable to attend, you may provide a written statement by email to public_hearing@apexnc.org, or submit it to the Office of the Town Clerk (73 Hunter Street or USPS mail - P.O. Box 250, Apex, NC 27502), at least two business days prior to the Town Council vote. You must provide your name and address for the record. The written statements will be delivered to the Town Council prior to their vote. Please include the Public Hearing name in the subject line.

Vicinity Map:



Property owners, tenants, and neighborhood associations within 300 feet of the proposed conditional zoning have been sent this notice via first class mail. All interested parties may submit comments with respect to the application by the means specified above. In addition to the above map, the location of the property may be viewed online at <https://maps.zoninginfo.com/maps>. The 2045 Land Use Map may be viewed online at: www.apexnc.org/DocumentCenter/View/42045. You may call 919-249-3426, Planning Department, with questions or for further information. To view the petition and related documents on-line: <https://www.apexnc.org/DocumentCenter/View/42045>.

Dianne F. Klein, AICP
 Planning Director

Published Date: July 14-August 8, 2023

90°F Mostly sunny 1:39 PM 7/14/2023



TOWN OF APEX
 APEX, NORTH CAROLINA 27502
 TEL: 919-249-3426

**NOTIFICACIÓN PÚBLICA DE AUDIENCIAS PÚBLICAS
 ORDENAMIENTO TERRITORIAL CONDICIONAL #23CZ04
 Castleberry Reserve PUD
 (Desarrollo de Unidad Planificada)**

De conformidad con las disposiciones de los Estatutos Generales de Carolina del Norte §160D-602 y con la Sección 2.2.11 de la Ordenanza de Desarrollo Unificado (UDO) del ayuntamiento de Apex, por la presente se notifican las audiencias públicas ante el Consejo Municipal del Ayuntamiento de Apex. El propósito de estas audiencias es considerar lo siguiente:

Solicitante: Inspire Commercial, LLC
Agente autorizado: Matthew Carpenter, Parker Poe and Jeff Roach, Peak Engineering
Dirección de las propiedades: 8633, 8635, 8637, 8639, 8649, 8705, 8709, and 8717 Castleberry Road
Superficie: ±89.90 acres
Números de identificación de las propiedades: 0723125145, 0723115892, 0723113507, 0723111191, 0723120194, 0723024085, 0723023450, and 0723026951
Designación actual en el Mapa de Uso Territorial para 2045: Rural Density Residential
Si se aprueba el cambio de zonificación como se propone, el Mapa de Uso Territorial para el 2045 cambiará a: Low Density Residential
Ordenamiento territorial existente de las propiedades: Wake County Residential B0W (R-B0W)
Ordenamiento territorial propuesto para las propiedades: Planned Unit Development-Conditional Zoning (PUD-CZ)

Lugar de la audiencia pública: Ayuntamiento de Apex
 Cámara del Consejo, 2º piso
 73 Hunter Street, Apex, Carolina del Norte

Los comentarios recibidos antes de la audiencia pública de la Junta de Planificación no se proporcionarán al Consejo Municipal. Los comentarios para la audiencia pública del Consejo Municipal deben presentarse por separado en el plazo especificado a continuación.

Fecha y hora de la audiencia pública del Consejo Municipal: 8 de agosto de 2023 a las 6:00 P.M.
 Puede asistir a la reunión de manera presencial o seguir la transmisión en directo por YouTube a través del siguiente enlace: <https://www.youtube.com/channel/UCwofapepx>

Si no puede asistir, puede enviar una declaración escrita por correo electrónico a public_hearing@apexnc.org o presentarla a la oficina del Secretario Municipal (73 Hunter Street o por correo USPS a P.O. Box 250, Apex, NC 27502), al menos dos días hábiles antes de la votación del Consejo Municipal. Debe proporcionar su nombre y dirección para que conste en el registro. Las declaraciones escritas se entregarán al Consejo Municipal antes de la votación. No debe incluir el nombre de la audiencia pública en el asunto.

Mapa de las inmediaciones:



Los propietarios, inquilinos y asociaciones de vecinos en un radio de 300 pies del Ordenamiento Territorial Condicional propuesto han recibido esta notificación por correo postal de primera clase. Todas las partes interesadas pueden presentar comentarios sobre la solicitud a través de los medios especificados anteriormente. La ubicación de la propiedad también puede verse aquí: <https://maps.zoninginfo.com/maps>. Puede ver el Mapa de Uso Territorial para 2045 aquí: <https://www.apexnc.org/DocumentCenter/View/42045>. Si tiene preguntas o desea obtener más información, puede comunicarse con el Departamento de Planificación al 919-249-3426. Puede ver la solicitud y otros documentos relacionados aquí: <https://www.apexnc.org/DocumentCenter/View/42045>.

Dianne F. Klein, AICP
 Directora de Planificación

Fecha de publicación: 14 de julio - 8 de agosto de 2023

90°F Mostly sunny 1:46 PM 7/14/2023



TOWN OF APEX

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

PUBLIC NOTIFICATION OF PUBLIC HEARINGS CONDITIONAL ZONING #23CZ04 Castleberry Reserve PUD

Pursuant to the provisions of North Carolina General Statutes §160D-602 and to the Town of Apex Unified Development Ordinance (UDO) Section 2.2.11, notice is hereby given of public hearings before the Town Council of the Town of Apex. The purpose of these hearings is to consider the following:

Applicant: Inspire Commercial, LLC

Authorized Agent: Matthew Carpenter, Parker Poe and Jeff Roach, Peak Engineering

Property Addresses: 8633, 8635, 8637, 8639, 8649, 8705, 8709, and 8717 Castleberry Road

Acreage: ±89.90 acres

Property Identification Numbers (PINs): 0723125145, 0723115892, 0723113507, 0723111191, 0723120194, 0723024085, 0723023450, and 0723026951

Current 2045 Land Use Map Designation: Rural Density Residential

If rezoned as proposed, the 2045 Land Use Map Designation will change to: Low Density Residential

Existing Zoning of Properties: Wake County Residential-80W (R-80W)

Proposed Zoning of Properties: Planned Unit Development-Conditional Zoning (PUD-CZ)

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

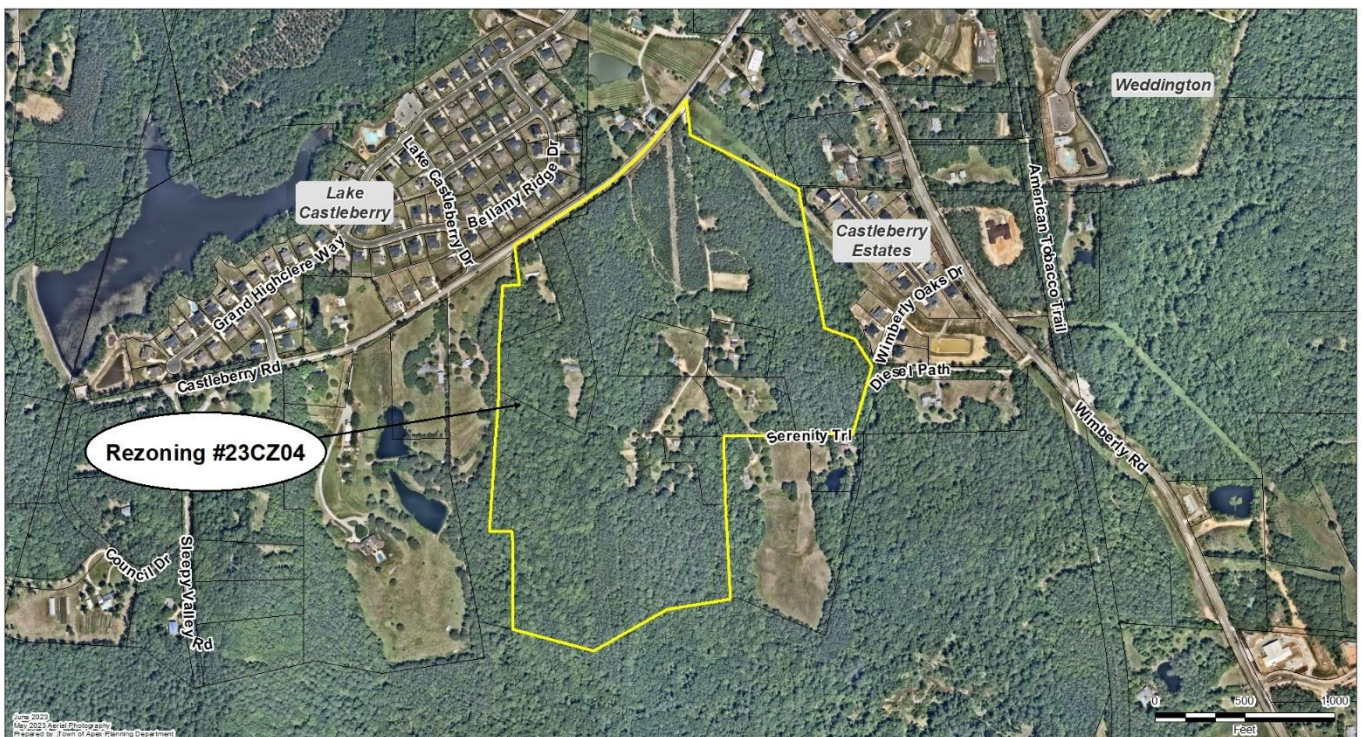
Comments received prior to the Planning Board public hearing will not be provided to the Town Council. Separate comments for the Town Council public hearing must be provided by the deadline specified below.

Town Council Public Hearing Date and Time: August 8, 2023 6:00 PM

You may attend the meeting in person or view the meeting through the Town's YouTube livestream at: <https://www.youtube.com/c/townofapexgov>.

If you are unable to attend, you may provide a written statement by email to public.hearing@apexnc.org, or submit it to the Office of the Town Clerk (73 Hunter Street or USPS mail - P.O. Box 250, Apex, NC 27502), at least two business days prior to the Town Council vote. You must provide your name and address for the record. The written statements will be delivered to the Town Council prior to their vote. Please include the Public Hearing name in the subject line.

Vicinity Map:



Property owners, tenants, and neighborhood associations within 300 feet of the proposed conditional zoning have been sent this notice via first class mail. All interested parties may submit comments with respect to the application by the means specified above. In addition to the above map, the location of the property may be viewed online at <https://maps.raleighnc.gov/imaps>. The 2045 Land Use Map may be viewed online at www.apexnc.org/DocumentCenter/View/478. You may call 919-249-3426, Planning Department, with questions or for further information. To view the petition and related documents on-line: <https://www.apexnc.org/DocumentCenter/View/42045>.

Dianne F. Khin, AICP
Planning Director



TOWN OF APEX

PO BOX 250
APEX, NORTH CAROLINA 27502
TELÉFONO 919-249-3426

NOTIFICACIÓN PÚBLICA DE AUDIENCIAS PÚBLICAS

ORDENAMIENTO TERRITORIAL CONDICIONAL #23CZ04

Castleberry Reserve PUD
(Desarrollo de Unidad Planificada)

De conformidad con las disposiciones de los Estatutos Generales de Carolina del Norte §160D-602 y con la Sección 2.2.11 de la Ordenanza de Desarrollo Unificado (UDO) del ayuntamiento de Apex, por la presente se notifican las audiencias públicas ante el Consejo Municipal del Ayuntamiento de Apex. El propósito de estas audiencias es considerar lo siguiente:

Solicitante: Inspire Commercial, LLC

Agente autorizado: Matthew Carpenter, Parker Poe and Jeff Roach, Peak Engineering

Dirección de las propiedades: 8633, 8635, 8637, 8639, 8649, 8705, 8709, and 8717 Castleberry Road

Superficie: ±89.90 acres

Números de identificación de las propiedades: 0723125145, 0723115892, 0723113507, 0723111191, 0723120194, 0723024085, 0723023450, and 0723026951

Designación actual en el Mapa de Uso Territorial para 2045: Rural Density Residential

Si se aprueba el cambio de zonificación como se propone, el Mapa de Uso Territorial para el 2045 cambiará a: Low Density Residential

Ordenamiento territorial existente de las propiedades: Wake County Residential-80W (R-80W)

Ordenamiento territorial propuesto para las propiedades: Planned Unit Development-Conditional Zoning (PUD-CZ)

Lugar de la audiencia pública: Ayuntamiento de Apex
Cámara del Consejo, 2º piso
73 Hunter Street, Apex, Carolina del Norte

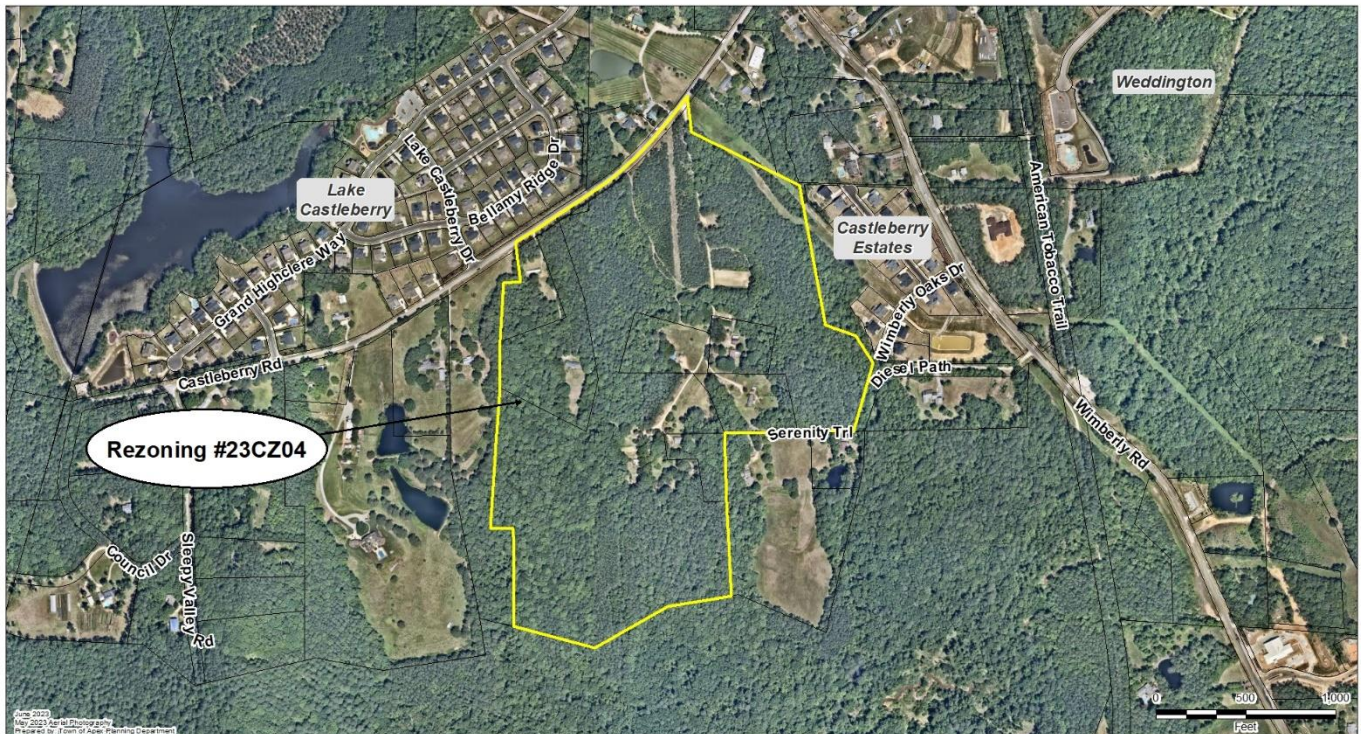
Los comentarios recibidos antes de la audiencia pública de la Junta de Planificación no se proporcionarán al Consejo Municipal. Los comentarios para la audiencia pública del Consejo Municipal deben presentarse por separado en el plazo especificado a continuación.

Fecha y hora de la audiencia pública del Consejo Municipal: 8 de agosto de 2023 6:00 P.M.

Puede asistir a la reunión de manera presencial o seguir la transmisión en directo por YouTube a través del siguiente enlace: <https://www.youtube.com/c/townofapexgov>.

Si no puede asistir, puede enviar una declaración escrita por correo electrónico a public.hearing@apexnc.org, o presentarla a la oficina del Secretario Municipal (73 Hunter Street o por correo USPS a P.O. Box 250, Apex, NC 27502), al menos dos días hábiles antes de la votación del Consejo Municipal. Debe proporcionar su nombre y dirección para que conste en el registro. Las declaraciones escritas se entregarán al Consejo Municipal antes de la votación. No olvide incluir el nombre de la audiencia pública en el asunto.

Mapa de las inmediaciones:



Los propietarios, inquilinos y asociaciones de vecinos en un radio de 300 pies del Ordenamiento Territorial Condicional propuesto han recibido esta notificación por correo postal de primera clase. Todas las partes interesadas pueden presentar comentarios sobre la solicitud a través de los medios especificados anteriormente. La ubicación de la propiedad también puede verse aquí: <https://maps.raleighnc.gov/imaps>. Puede ver el Mapa de Uso Territorial para 2045 aquí: www.apexnc.org/DocumentCenter/View/478. Si tiene preguntas o desea obtener más información, puede comunicarse con el Departamento de Planificación al 919-249-3426. Puede ver la solicitud y otros documentos relacionados aquí: <https://www.apexnc.org/DocumentCenter/View/42045>.

Dianne F. Khin, AICP
Directora de Planificación



TOWN OF APEX

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

**AFFIDAVIT CERTIFYING
Public Notification – Written (Mailed) Notice**

Section 2.2.11
Town of Apex Unified Development Ordinance

Project Name: Conditional Zoning #23CZ04 Castleberry Reserve PUD
Project Location: 8633, 8635, 8637, 8639, 8649, 8705, 8709, and 8717 Castleberry Road
Applicant or Authorized Agent: Matthew Carpenter and Jeff Roach
Firm: Parker Poe and Peak Engineering
Town Council Public Hearing Date: August 8, 2023
Project Planner: June Cowles

This is to certify that I, as Planning Director, mailed or caused to have mailed by first class postage for the above mentioned project on July 14, 2023, a notice containing the time and place, location, nature and scope of the application, where additional information may be obtained, and the opportunity for interested parties to be heard, to the property owners and tenants within 300' of the land subject to notification. I further certify that I relied on information from the Wake County Tax Assessor and the Town of Apex Master Address Repository provided to me by Town of Apex GIS Staff as to accuracy of the list and accuracy of mailing addresses of property owners and tenants within 300' of the land subject to notification.

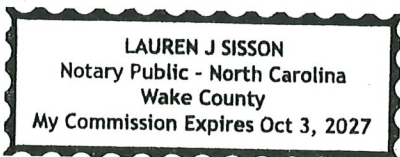
7/18/2023
Date

Shanne F. Khan
Planning Director

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Lauren J Sisson, a Notary Public for the above

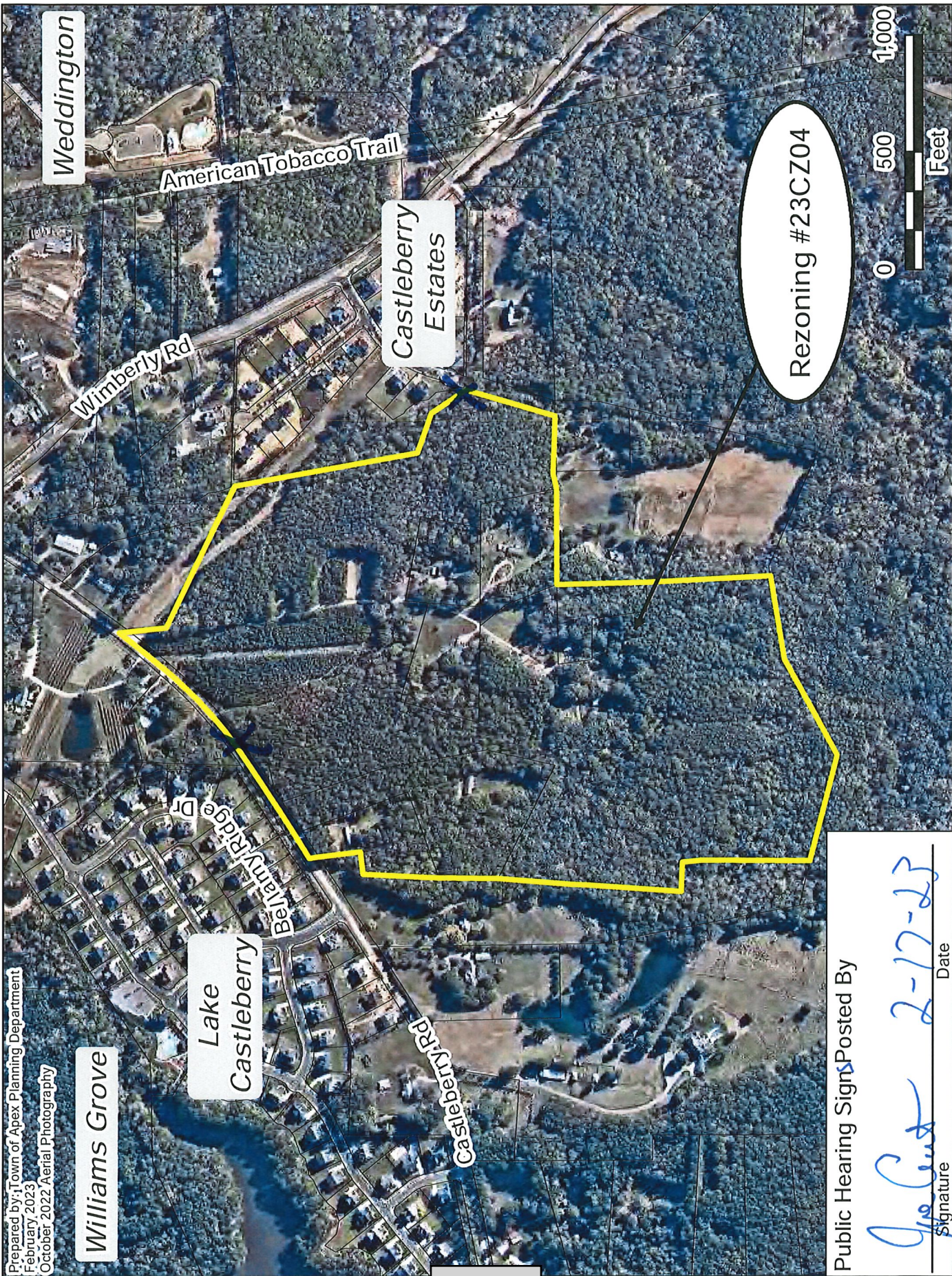
State and County, this the 18th day of July, 2023.



[Signature]
Notary Public

My Commission Expires: 10 / 3 / 2027

Prepared by: Town of Apex Planning Department
February 2023
October, 2022 Aerial Photography



Weddington

American Tobacco Trail

Castleberry Estates

Wimberly Rd

Rezoning #23CZ04

0 500 1,000
Feet

Williams Grove

Lake Castleberry

Belmont Ridge Dr

Castleberry Rd

Public Hearing Signs Posted By
[Signature]
Signature
2-17-23
Date



TOWN OF APEX

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

CONTINUED PUBLIC NOTIFICATION OF PUBLIC HEARINGS CONDITIONAL ZONING #23CZ04

Pursuant to the provisions of North Carolina General Statutes §160D-602 and to the Town of Apex Unified Development Ordinance (UDO) Section 2.2.11, notice is hereby given of public hearings before the Town Council of the Town of Apex. The purpose of these hearings is to consider the following:

- Applicant:** Inspire Commercial, LLC
- Authorized Agent:** Matthew Carpenter, Parker Poe and Jeff Roach, Peak Engineering
- Property Addresses:** 8633, 8635, 8637, 8639, 8649, 8705, 8709, and 8717 Castleberry Road
- Acreage:** ±89.90 acres
- Property Identification Numbers (PINs):** 0723125145, 0723115892, 0723113507, 0723111191, 0723120194, 0723024085, 0723023450, and 0723026951
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- Proposed Zoning of Properties:** Planned Unit Development-Conditional Zoning (PUD-CZ)

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

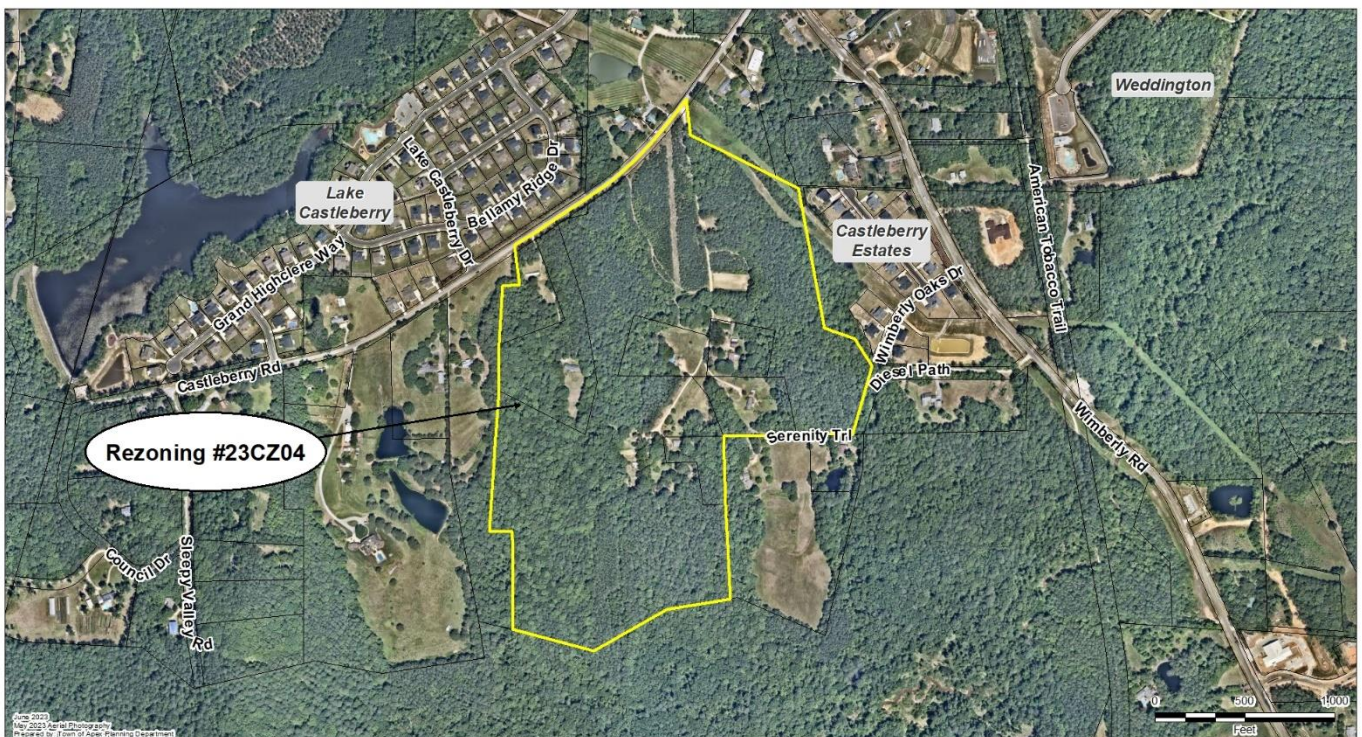
Comments received prior to the Planning Board public hearing will not be provided to the Town Council. Separate comments for the Town Council public hearing must be provided by the deadline specified below.

Town Council Public Hearing Date and Time: ~~August 8, 2023~~ **September 12, 2023 6:00 PM**

You may attend the meeting in person or view the meeting through the Town's YouTube livestream at: <https://www.youtube.com/c/townofapexgov>.

If you are unable to attend, you may provide a written statement by email to public.hearing@apexnc.org, or submit it to the Office of the Town Clerk (73 Hunter Street or USPS mail - P.O. Box 250, Apex, NC 27502), at least two business days prior to the Town Council vote. You must provide your name and address for the record. The written statements will be delivered to the Town Council prior to their vote. Please include the Public Hearing name in the subject line.

Vicinity Map:



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Dianne F. Khin, AICP
Planning Director



TOWN OF APEX

PO BOX 250
APEX, NORTH CAROLINA 27502
TELÉFONO 919-249-3426

NOTIFICACIÓN PÚBLICA DE AUDIENCIAS PÚBLICAS

ORDENAMIENTO TERRITORIAL CONDICIONAL #23CZ04

Castleberry Reserve PUD

(Desarrollo de Unidad Planificada)

De conformidad con las disposiciones de los Estatutos Generales de Carolina del Norte §160D-602 y con la Sección 2.2.11 de la Ordenanza de Desarrollo Unificado (UDO) del ayuntamiento de Apex, por la presente se notifican las audiencias públicas ante el Consejo Municipal del Ayuntamiento de Apex. El propósito de estas audiencias es considerar lo siguiente:

Solicitante: Inspire Commercial, LLC

Agente autorizado: Matthew Carpenter, Parker Poe and Jeff Roach, Peak Engineering

Dirección de las propiedades: 8633, 8635, 8637, 8639, 8649, 8705, 8709, and 8717 Castleberry Road

Superficie: ±89.90 acres

Números de identificación de las propiedades: 0723125145, 0723115892, 0723113507, 0723111191, 0723120194, 0723024085, 0723023450, and 0723026951

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Ordenamiento territorial existente de las propiedades: Wake County Residential-80W (R-80W)

Ordenamiento territorial propuesto para las propiedades: Planned Unit Development-Conditional Zoning (PUD-CZ)

Lugar de la audiencia pública: Ayuntamiento de Apex
Cámara del Consejo, 2º piso
73 Hunter Street, Apex, Carolina del Norte

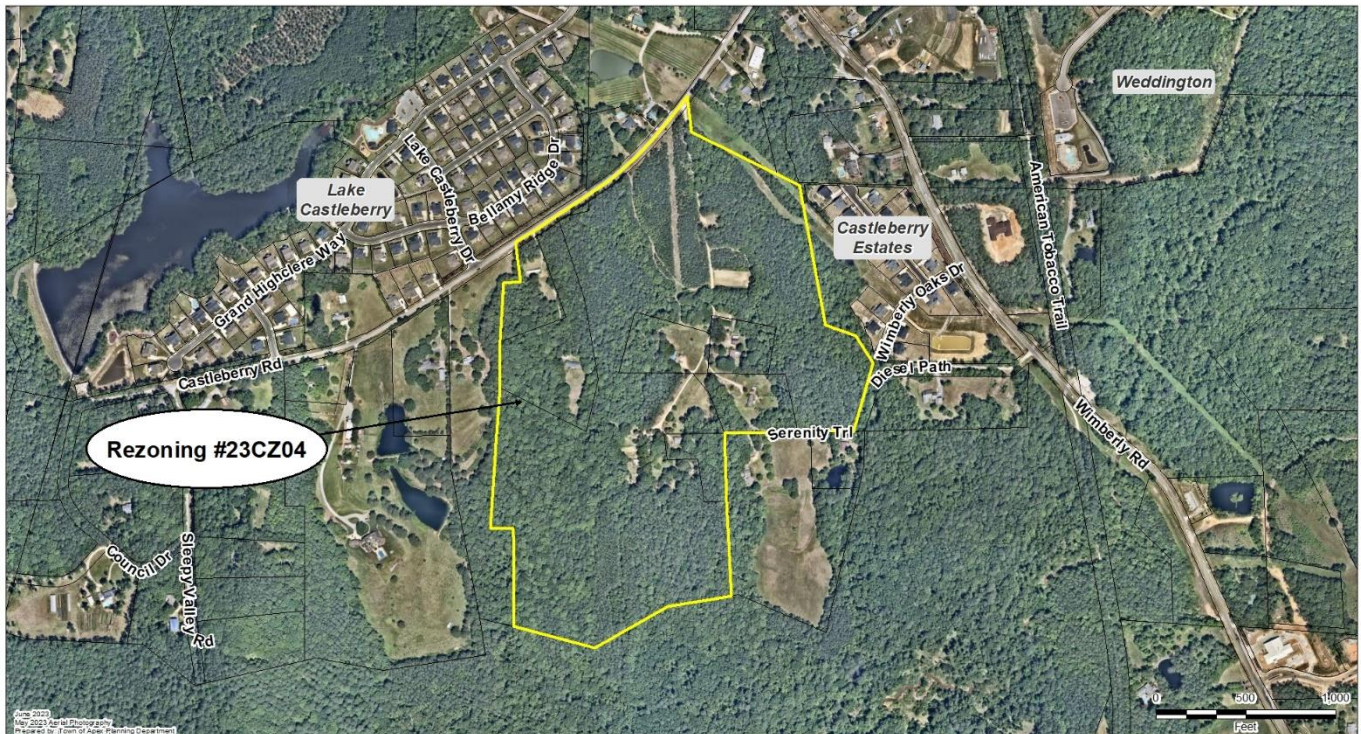
Los comentarios recibidos antes de la audiencia pública de la Junta de Planificación no se proporcionarán al Consejo Municipal. Los comentarios para la audiencia pública del Consejo Municipal deben presentarse por separado en el plazo especificado a continuación.

Fecha y hora de la audiencia pública del Consejo Municipal: ~~8 de agosto~~ **12 de septiembre de 2023 6:00 P.M.**

Puede asistir a la reunión de manera presencial o seguir la transmisión en directo por YouTube a través del siguiente enlace: <https://www.youtube.com/c/townofapexgov>.

Si no puede asistir, puede enviar una declaración escrita por correo electrónico a public.hearing@apexnc.org, o presentarla a la oficina del Secretario Municipal (73 Hunter Street o por correo USPS a P.O. Box 250, Apex, NC 27502), al menos dos días hábiles antes de la votación del Consejo Municipal. Debe proporcionar su nombre y dirección para que conste en el registro. Las declaraciones escritas se entregarán al Consejo Municipal antes de la votación. No olvide incluir el nombre de la audiencia pública en el asunto.

Mapa de las inmediaciones:



Los propietarios, inquilinos y asociaciones de vecinos en un radio de 300 pies del Ordenamiento Territorial Condicional propuesto han recibido esta notificación por correo postal de primera clase. Todas las partes interesadas pueden presentar comentarios sobre la solicitud a través de los medios especificados anteriormente. La ubicación de la propiedad también puede verse aquí: <https://maps.raleighnc.gov/imaps>. Puede ver el Mapa de Uso Territorial para 2045 aquí: www.apexnc.org/DocumentCenter/View/478. Si tiene preguntas o desea obtener más información, puede comunicarse con el Departamento de Planificación al 919-249-3426. Puede ver la solicitud y otros documentos relacionados aquí: <https://www.apexnc.org/DocumentCenter/View/42045>.

Dianne F. Khin, AICP
Directora de Planificación

TOWN OF APEX
 4000 WALKER DRIVE
 APEX, NORTH CAROLINA 27502
 PHONE: 919 552-9500

CONTINUED
PUBLIC NOTIFICATION OF PUBLIC HEARINGS
CONDITIONAL ZONING #23C204

Pursuant to the provisions of North Carolina General Statutes §160B-600 and to the Town of Apex Unified Development Ordinance 2005, Section 2.1.1.1, notice is hereby given of public hearings before the Town Council of the Town of Apex. The purpose of these hearings is to consider the following:

Applicant: Impres Commercial, LLC
Address: Impres Commercial, Parker Fox and Jeff Road, Park Engineering
Project Address: 8613, 8627, 8631, 8649, 8705, 8709, and 8717 Castleton Road
Applicant: Jeff Davis
Project Address: 8713, 8721, 8725, 8733, 8741, 8749, 8757, 8765, 8773, 8781, 8789, 8797, 8805, 8813, 8821, 8829, 8837, 8845, 8853, 8861, 8869, 8877, 8885, 8893, 8901, 8909, 8917, 8925, 8933, 8941, 8949, 8957, 8965, 8973, 8981, 8989, 8997, 9005, 9013, 9021, 9029, 9037, 9045, 9053, 9061, 9069, 9077, 9085, 9093, 9101, 9109, 9117, 9125, 9133, 9141, 9149, 9157, 9165, 9173, 9181, 9189, 9197, 9205, 9213, 9221, 9229, 9237, 9245, 9253, 9261, 9269, 9277, 9285, 9293, 9301, 9309, 9317, 9325, 9333, 9341, 9349, 9357, 9365, 9373, 9381, 9389, 9397, 9405, 9413, 9421, 9429, 9437, 9445, 9453, 9461, 9469, 9477, 9485, 9493, 9501, 9509, 9517, 9525, 9533, 9541, 9549, 9557, 9565, 9573, 9581, 9589, 9597, 9605, 9613, 9621, 9629, 9637, 9645, 9653, 9661, 9669, 9677, 9685, 9693, 9701, 9709, 9717, 9725, 9733, 9741, 9749, 9757, 9765, 9773, 9781, 9789, 9797, 9805, 9813, 9821, 9829, 9837, 9845, 9853, 9861, 9869, 9877, 9885, 9893, 9901, 9909, 9917, 9925, 9933, 9941, 9949, 9957, 9965, 9973, 9981, 9989, 9997


Current 2005 Land Use Map Designation: Road Frontage Residential
If rezoned as proposed, the 2005 Land Use Map Designation will change to: Low Density Residential
Existing Zoning Properties: Wake County Residential B0W (R-80W)
Proposed Zoning of Properties: Planned Unit Development Conditional Zoning (PUD-CZ)

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

Comments received prior to the Planning Board public hearing will not be provided to the Town Council. Separate comments for the Town Council public hearing must be provided by the deadline specified below.

Deadline for Public Hearing Comments: **Monday, September 11, 2023, 10:00 AM EST.**
 Comments received after the deadline will not be considered.

If you are unable to attend, you may provide a written statement by email to public_hearing@apexnc.gov or submit it to the Office of the Town Clerk (75 Hunter Street or UPS Mail - P.O. Box 200, Apex, NC 27502), at least two business days prior to the Town Council vote. You must provide your name and address for the record. The written statements will be delivered to the Town Council prior to their vote. Please include the Public Hearing name in the subject line.

Neighborhood: Walker


Property owners, tenants, and neighborhood associations within 300 feet of the proposed conditional zoning have been sent this notification and have had 10 business days to provide comments with respect to the application for the rezoning. Please send comments in addition to the above map, the location of the property may be viewed online at www.apexnc.gov/development. The 2005 Land Use Map may be viewed online at www.apexnc.gov/development. You may call 919 552-9500, Planning Department, ext. 3000, or 919 552-9500, to view the zoning and zoning amendments. To view the zoning and zoning amendments, visit www.apexnc.gov/development.

Sharon A. Hill, AEP
 Planning Director

Published Dates: July 14-August 4, September 11, 2023

TOWN OF APEX
 4000 WALKER DRIVE
 APEX, NORTH CAROLINA 27502
 PHONE: 919 552-9500

CONTINUED
NOTIFICACION PÚBLICA DE AUDIENCIAS PÚBLICAS
ORDENAMIENTO TERRITORIAL CONDICIONAL #23C204
Condicionamiento Reservas PUD
(Departamento de Unidad Plan/Fuente)

De conformidad con las disposiciones de las Estatutas Generales de Carolina del Norte 160B-600 y con la Sección 2.1.1 de la Ordenanza de Desarrollo Unificado 2005 del Ayuntamiento de Apex, por lo presente se notifica los audiencias públicas ante el Consejo Municipal del Ayuntamiento de Apex. El propósito de estas audiencias es considerar lo siguiente:

Solicitante: Impres Commercial, LLC
Dirección: Impres Commercial, Parker Fox and Jeff Road, Park Engineering
Dirección de las propiedades: 8613, 8627, 8631, 8649, 8705, 8709, and 8717 Castleton Road
Aplicante: Jeff Davis
Dirección de las propiedades: 8713, 8721, 8725, 8733, 8741, 8749, 8757, 8765, 8773, 8781, 8789, 8797, 8805, 8813, 8821, 8829, 8837, 8845, 8853, 8861, 8869, 8877, 8885, 8893, 8901, 8909, 8917, 8925, 8933, 8941, 8949, 8957, 8965, 8973, 8981, 8989, 8997, 9005, 9013, 9021, 9029, 9037, 9045, 9053, 9061, 9069, 9077, 9085, 9093, 9101, 9109, 9117, 9125, 9133, 9141, 9149, 9157, 9165, 9173, 9181, 9189, 9197, 9205, 9213, 9221, 9229, 9237, 9245, 9253, 9261, 9269, 9277, 9285, 9293, 9301, 9309, 9317, 9325, 9333, 9341, 9349, 9357, 9365, 9373, 9381, 9389, 9397, 9405, 9413, 9421, 9429, 9437, 9445, 9453, 9461, 9469, 9477, 9485, 9493, 9501, 9509, 9517, 9525, 9533, 9541, 9549, 9557, 9565, 9573, 9581, 9589, 9597, 9605, 9613, 9621, 9629, 9637, 9645, 9653, 9661, 9669, 9677, 9685, 9693, 9701, 9709, 9717, 9725, 9733, 9741, 9749, 9757, 9765, 9773, 9781, 9789, 9797, 9805, 9813, 9821, 9829, 9837, 9845, 9853, 9861, 9869, 9877, 9885, 9893, 9901, 9909, 9917, 9925, 9933, 9941, 9949, 9957, 9965, 9973, 9981, 9989, 9997

Designación actual en el Mapa de Uso Territorial para 2005: Frontal de Carretera Residencial
Si se aprueba el cambio de zonificación como se propone, el Mapa de Uso Territorial para el 2005 cambiará a: Low Density Residential
Ordenamiento territorial actualmente de las propiedades: Wake County Residential B0W (R-80W)
Ordenamiento territorial propuesto para las propiedades: Planned Unit Development Conditional Zoning (PUD-CZ)

Lugar de la audiencia pública: Ayuntamiento de Apex
 Cámara del Consejo, 2^o piso
 75 Hunter Street, Apex, Carolina del Norte

Los comentarios recibidos antes de la audiencia pública de la Junta de Planificación se les proporcionará al Consejo Municipal. Los comentarios para la audiencia pública del Consejo Municipal deben presentarse por separado en el plazo apropiado y con anticipación.

Fecha y hora de la audiencia pública del Consejo Municipal: Lunes 11 de septiembre de 2023 a las 10:00 a.m.
 Puede acudir al evento de manera presencial o seguir la transmisión en directo por YouTube en el siguiente enlace: www.apexnc.gov/development

Si no puede asistir, puede enviar una declaración escrita por correo electrónico a public_hearing@apexnc.gov, o presentarla al Oficina del Secretario Municipal (75 Hunter Street) por correo UPS (P.O. Box 200, Apex, NC 27502), al menos dos días hábiles antes de la audiencia del Consejo Municipal. Para proporcionar sus comentarios, debe incluir su nombre y dirección postal. Las declaraciones escritas se entregarán al Consejo Municipal antes de la votación. Los datos recibidos en el momento de la audiencia pública se les darán.

Mapa de las inmediaciones:


Los propietarios, inquilinos y asociaciones de vecinos dentro de los 300 pies del ordenamiento territorial de las propiedades propuestas han recibido esta notificación por correo postal de primera clase. Todas las partes interesadas pueden presentar comentarios sobre la solicitud y el mapa de zonificación, presentaciones, la ubicación de la propiedad puede verse online en www.apexnc.gov/development. Puede ver el Mapa de Uso Territorial para el 2005 en www.apexnc.gov/development. Puede llamar al 919 552-9500, Departamento de Planificación, extensión 3000, o al 919 552-9500, para ver el zonificación y las modificaciones de zonificación. Visite www.apexnc.gov/development para ver el zonificación y las modificaciones de zonificación.

Sharon A. Hill, AEP
 Directora de Planeación

Fecha de publicación: 14 de julio - 4 de agosto y 11 de septiembre de 2023

[Date] June 30, 2023

Dianne Khin, AICP
Director, Department of Planning and Community Development
Town of Apex
Dianne.Khin@apexnc.org

Dear Dianne,

The Wake County Public School System (WCPSS) Office of School Assignment received information about a proposed rezoning/development within the Town of Apex planning area. We are providing this letter to share information about WCPSS's capacity related to the proposal. The following information about the proposed rezoning/development was provided through the Wake County Residential Development Notification database:

- Date of application: February 1, 2023
- Name of development: 23CZ04 Castleberry Assemblage PUD
- Address of rezoning: 8633, 8635, 8637, 8639, 8649, 8709, 8717, & 8705 Castleberry Rd
- Total number of proposed residential units: 179
- Type(s) of residential units proposed: Single-family detached

Based on the information received at the time of application, the Office of School Assignment is providing the following assessment of possible impacts to the Wake County Public School System:

- Schools at all grade levels within the current assignment area for the proposed rezoning/development are anticipated to have sufficient capacity for future students.
- Schools at the following grade levels within the current assignment area for the proposed rezoning/development are anticipated to have insufficient capacity for future students; transportation to schools outside of the current assignment area should be anticipated:
 - Elementary
 - Middle
 - High

The following mitigation of capacity concerns due to school construction or expansion is anticipated:

- Not applicable – existing school capacity is anticipated to be sufficient.
- School expansion or construction within the next five years is not anticipated to address concerns.
- School expansion or construction within the next five years may address concerns at these grade levels:
 - Elementary
 - Middle
 - High

Thank you for sharing this information with the Town of Apex Planning Board and Town Council as they consider the proposed rezoning/development.

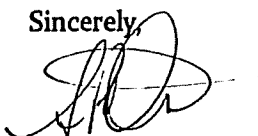
Sincerely,


Exhibit A to Affidavit of Ownership

Legal Description of the Property

BEING THE OUTER BOUNDARY OF 8 PARCELS, NOW OR FORMERLY OF THOMAS R MARCOM AS DESCRIBED IN DB 3292, PG 222 (PIN 0723023450), THOMAS R MARCOM AND NANCY MARCOM AS DESCRIBED IN DB 16865, PG 2012 (PIN 0723024085), TEMPIE M MARCOM AS DESCRIBED IN DB 3676, PG 382 (PIN 0723111191) AND DB 5048, PG 325 (PIN 0723026951), THOMAS R MARCOM AND NANCY MARCOM AS DESCRIBED IN DB 16865, PG 2012 (PIN 0723024085), SONIA B MARCOM AS DESCRIBED IN DB 2392, PG 220 (PIN 0723120194), DEBORAH M K STRICKLAND AS DESCRIBED IN DB 2284, PG 124 (PIN 0723125145), BRIDGET COTRUFO & PAUL A COTRUFO AS DESCRIBED IN DB 9017, PG 1189 (PIN 0723115892), AND TEMPIE M MARCOM & DEBORAH M STRICKLAND AS DESCRIBED IN DB 18975, PG 1401 (PIN 0723113507) SAID PARCELS BEING LOCATED IN THE TOWN OF APEX, WHITE OAK TOWNSHIP, WAKE COUNTY, NORTH CAROLINA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON PIPE FOUND ON THE NORTHWESTERN CORNER OF THE PROPERTY NOW OR FORMERLY OF THOMAS R MARCOM AS DESCRIBED IN DB 3292, PG 222 (PIN 0723023450) AND THE SOUTHERN RIGHT OF WAY OF CASTLEBERRY ROAD, SAID IRON BEING THE TRUE POINT OF BEGINNING AND HAVING NORTH CAROLINA STATE PLAIN COORDINATES OF N= 732,695.45' AND E= 2,020,274.89'; THENCE, FROM THE POINT OF BEGINNING AND LEAVING SAID RIGHT OF WAY, N06°20'52"W A DISTANCE OF 36.42 FEET TO A MAG NAIL FOUND IN THE CENTERLINE OF CASTLEBERRY ROAD; THENCE, WITH SAID CENTERLINE, N57°49'50"E A DISTANCE OF 135.10 FET TO A MAG NAIL FOUND; THENCE, CONTINUING WITH SAID CENTERLINE, N56°35'23"E A DISTANCE OF 92.98 FEET TO A MAG NAIL FOUND; THENCE, CONTINUING WITH SAID CENTERLINE, N56°35'06"E A DISTANCE OF 235.90 FEET TO A MAG NAIL SET; THENCE, CONTINUING WITH SAID CENTERLINE, N56°01'30"E A DISTANCE OF 88.04 FEET TO A MAG NAIL SET; THENCE, CONTINUING WITH SAID CENTERLINE, N53°38'28"E A DISTANCE OF 93.37 FEET TO A MAG NAIL SET; THENCE, CONTINUING WITH SAID CENTERLINE, N50°18'13"E A DISTANCE OF 93.98 FEET TO A MAG NAIL SET; THENCE, CONTINUING WITH SAID CENTERLINE, N47°13'51"E A DISTANCE OF 88.14 FEET TO A MAG NAIL SET; THENCE, CONTINUING WITH SAID CENTERLINE, N42°57'56"E A DISTANCE OF 133.67 FEET TO A MAG NAIL SET; THENCE, CONTINUING WITH SAID CENTERLINE, N39°28'11"E A DISTANCE OF 158.12 FEET TO A MAG NAIL SET; THENCE, CONTINUING WITH SAID CENTERLINE, N38°24'24"E A DISTANCE OF 132.10 FEET TO A MAG NAIL SET; THENCE, LEAVING SAID CENTERLINE, S07°45'19"E A DISTANCE OF 199.36 FEET TO A BENT IRON PIPE FOUND; THENCE, S65°45'19"E A DISTANCE OF 662.66 FEET TO A 1/2" IRON PIPE FOUND; THENCE, S10°27'53"E A DISTANCE OF 804.30 FEET TO AN AXLE FOUND; THENCE, S70°27'14"E A DISTANCE OF 178.50 FEET TO A 1/2" IRON PIPE FOUND; THENCE, S32°45'20"E A DISTANCE OF 181.93 FEET TO A 1/2" IRON PIPE FOUND; THENCE, S17°53'43"W A DISTANCE OF 387.15 FEET TO A 3/4" IRON PIPE SET; THENCE, S88°59'08"W A DISTANCE OF 236.49 FEET TO A 1/2" IRON PIPE FOUND; THENCE, S89°34'36"W A DISTANCE OF 57.19 FEET TO A 1/2" IRON PIPE FOUND; THENCE, S89°28'25"W A DISTANCE OF 409.63 FEET TO AN AXLE FOUND; THENCE, S00°45'40"E A DISTANCE OF 396.14 FEET TO A 3/4" IRON PIPE SET; THENCE, S00°45'40"E A DISTANCE OF 503.45 FEET TO A 1/2" IRON PIPE FOUND; THENCE, S80°51'33"W A DISTANCE OF 380.41 FEET TO A CONCRETE MONUMENT FOUND; THENCE, S61°40'30"W A DISTANCE OF 470.42 FEET TO A CONCRETE MONUMENT FOUND; THENCE, N77°05'52"W A DISTANCE OF 415.10 FEET TO A 1/2" IRON PIPE FOUND; THENCE, N00°33'05"E A DISTANCE OF 457.27 FEET TO A 1/2" IRON PIPE FOUND; THENCE, N00°33'05"E A DISTANCE OF 92.75 FEET TO A 3/4" IRON PIPE SET; THENCE,

N87°03'17"W A DISTANCE OF 124.95 FEET TO A COMPUTED POINT AT A 40" POPLAR; THENCE, N02°34'18"E A DISTANCE OF 394.62 FEET TO A 1/2" IRON PIPE FOUND; THENCE, N02°34'18"E A DISTANCE OF 394.37 FEET TO A 1/2" IRON PIPE FOUND; THENCE, N02°25'20"E A DISTANCE OF 71.14 FEET TO A 1/2" IRON PIPE FOUND; THENCE, N02°25'20"E A DISTANCE OF 186.74 FEET TO A 1/2" IRON PIPE FOUND; THENCE, N02°36'05"E A DISTANCE OF 325.84 FEET TO A 3/4" IRON PIPE SET; THENCE, N83°37'40"E A DISTANCE OF 94.32 FEET TO A 1/2" IRON PIPE FOUND; THENCE, N06°20'52"W A DISTANCE OF 166.26 FEET TO THE POINT OF BEGINNING.

SAID OUTER BOUNDARY CONTAINING 3,916,211 SQUARE FEET OR 89.90 ACRES, MORE OR LESS.

CASTLEBERRY RESERVE

Planned Unit Development

Apex, North Carolina

Submittal Dates

First Submittal: February 1, 2023

Second Submittal: April 6, 2023

Third Submittal: May 5, 2023

Fourth Submittal: June 2, 2023

Fifth Submittal: June 28, 2023

Sixth Submittal: July 26, 2023

Seventh Submittal: July 31, 2023

Eighth Submittal: August 31, 2023

Developer

Inspire Commercial, LLC

1124 Grogans Mill Drive

Cary, NC 27519

Civil Engineer

Peak Engineering & Design, PLLC

1125 Apex Peakway

Apex, NC 27502

Land Use Attorneys

Parker Poe Adams & Bernstein LLP

301 Fayetteville Street, Suite 1400

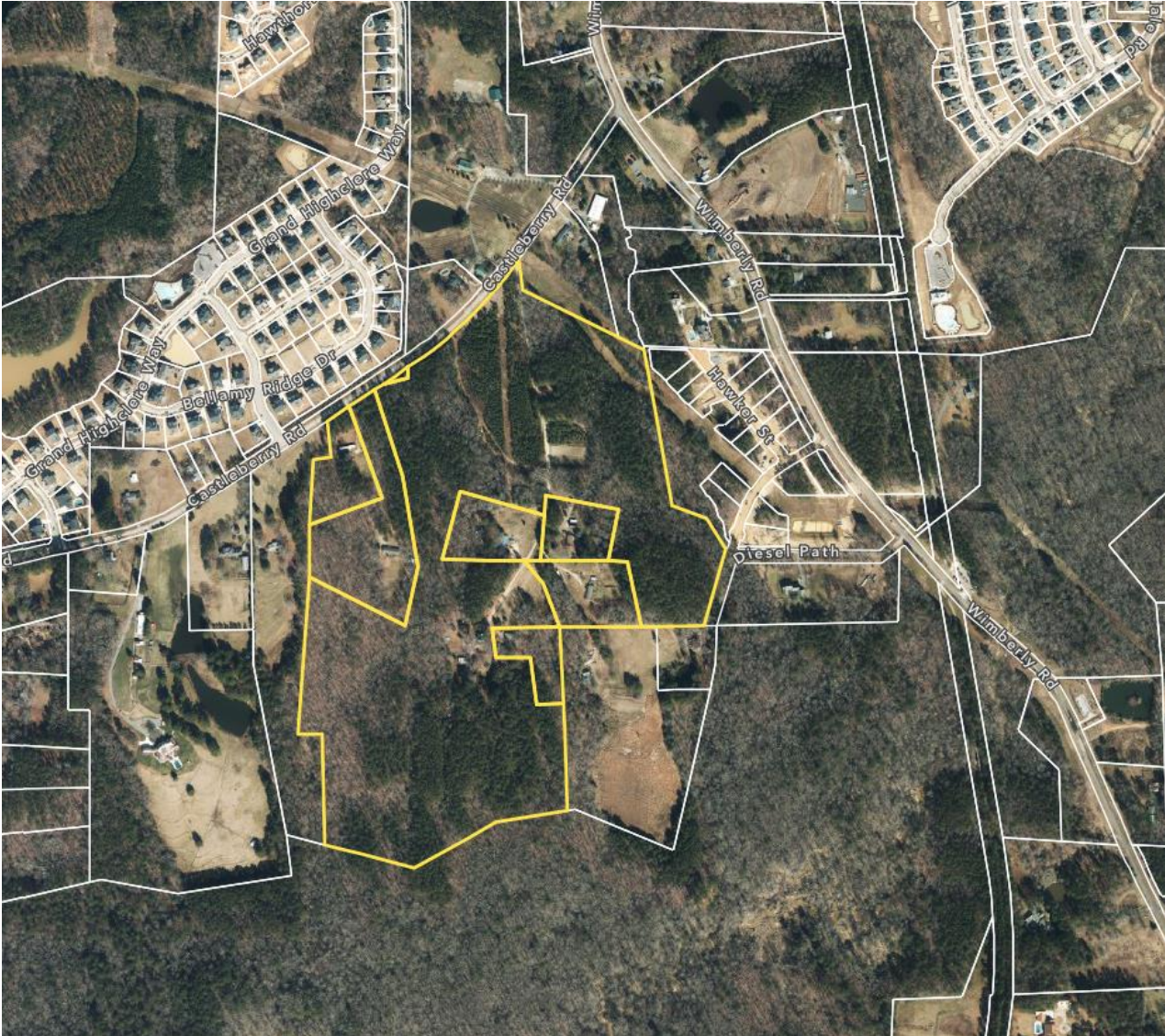
Raleigh, NC 27602



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VICINITY MAP



PROJECT DATA

Name of Project:	Castleberry Reserve PUD
Property Owners:	See attached <u>Exhibit B</u>
Developer:	Inspire Commercial, LLC 1124 Grogans Mill Drive Cary, NC 27519
Prepared by:	Parker Poe Adams & Bernstein LLP 301 Fayetteville Street, Suite 1400 Raleigh, NC 27601 Peak Engineering & Design, PLLC 1125 Apex Peakway Apex, NC 27502
Current Zoning:	Residential-80W (R-80W)
Proposed Zoning:	Planned Unit Development Conditional Zoning (PUD-CZ)
Current 2045 Land Use Map Designation:	Rural Residential
Proposed 2045 Land Use Map Designation	Low Density Residential
Site Address:	See attached <u>Exhibit B</u>
Property Identification Number:	See attached <u>Exhibit B</u>
Total Acreage:	89.90 acres
Area Designated as Mixed Use on LUM	None
Area Proposed as Non- Residential:	None

PURPOSE STATEMENT

This document and the accompanying exhibits submitted herewith (collectively, the “PUD”) are provided pursuant to the Town of Apex Unified Development Ordinance (“UDO”) Planned Unit Development provisions. This PUD addresses the development of approximately 89.90 acres on Castleberry Road, near the intersection of Castleberry and Wimberly Road. The Property is mostly undeveloped with the exception of several single-family homes. There is an existing private cemetery in the northern portion of the Property. There is an existing 50-foot Colonial Pipeline crossing the eastern Property line and public overhead electrical lines along Castleberry Road, all as more specifically set forth on the Existing Conditions sheet. The Property is currently zoned Residential 80-W (R-80W) under Wake County’s planning jurisdiction. Accordingly, the Property will be annexed into the Town limits concurrently with rezoning approval.

Castleberry Reserve PUD will be a single-family detached community, designed to respect environmental features and have a well-connected pedestrian network (the “Development”). The PUD is intended to create flexibility in design and land uses to deliver a high-quality residential development that fits the context of existing development in the area. Although the Development proposes greater density than envisioned by the Rural Residential Land Use Map (“LUM”) designation, it is generally consistent with the Apex Comprehensive Plan’s (“Peak Plan”) goals of accommodating a mix of housing types to serve the Town’s growing and increasingly diverse population, a well-connected pedestrian network, and protection of environmental and natural resources.

CONSISTENCY WITH PLANNED UNIT DEVELOPMENT STANDARDS

(i) The uses proposed to be developed in the PD plan for PUD-CZ are those uses permitted in Sec. 4.2.2 Use Table

RESPONSE: The uses permitted within The Castleberry Reserve PUD are permitted within this designation in UDO Section 4.2.2 Use Table.

(ii) The uses proposed in the PD Plan for PUD-CZ can be entirely residential, entirely non-residential, or a mix of residential and non-residential uses, provided a minimum percentage of non-residential land area is included in certain mixed use areas as specified on the 2045 Land Use Map. The location of uses proposed by the PUD-CZ must be shown in the PD Plan with a maximum density for each type of residential use and a maximum square footage for each type of non-residential use.

RESPONSE: The Castleberry Reserve PUD is a residential single-family detached community.

(iii) The dimensional standards in Sec. 5.1.3 Table of Intensity and Dimensional Standards, Planned Development Districts may be varied in the PD Plan for PUD-CZ. The PUD-CZ shall demonstrate compliance with all other dimensional standards of the UDO, North Carolina Building Code, and North Carolina Fire Code.

RESPONSE: This PUD specifies intensity and dimensional standards for the project. The PUD’s standards, which propose multiple pedestrian connections and commit to preserving a 450-foot undisturbed buffer and 25% of existing tree canopy, are consistent with the UDO’s vision for Planned Unit Developments – to provide site specific, high-quality neighborhoods that preserve natural features and exhibit compatibility with, and connectivity to, surrounding land uses. Except as specifically stated in this PUD, Castleberry Reserve will comply with all other requirements of the UDO and will comply with all applicable requirements of the North Carolina Building Code and the North Carolina Fire Code.

(iv) *The development proposed in the PD Plan for PUD-CZ encourages cluster and compact development to the greatest extent possible that is interrelated and linked by pedestrian ways, bikeways and other transportation systems. At a minimum, the PD Plan must show sidewalk improvements as required by the Advance Apex: The 2045 Transportation Plan and the Town of Apex Standard Specifications and Standard Details, and greenway improvements as required by the Town of Apex Parks, Recreation, Greenways, and Open Space Plan and the Advance Apex: The 2045 Transportation Plan. In addition, sidewalks shall be provided on both sides of all streets for single-family detached homes.*

RESPONSE: Castleberry Reserve PUD will feature sidewalks throughout. Sidewalks will connect the project and the adjacent Castleberry Estates neighborhood to the east, improving pedestrian connectivity. The PUD will also place additional housing supply in close proximity to the American Tobacco Trail, improving recreation opportunities for residents. The PUD also offers two offsite pedestrian connections that will significantly improve connectivity in the area; a paved sidewalk connection to the American Tobacco Trail along Wimberly Road, and a new sidewalk to connect to Lake Castleberry and fill the existing sidewalk gap along Castleberry Road.

(v) *The design of development in the PD Plan for PUD-CZ results in land use patterns that promote and expand opportunities for walkability, connectivity, public transportation, and an efficient compact network of streets. Cul-de-sacs shall be avoided unless the design of the subdivision and the existing or proposed street system in the surrounding area indicate that a through street is not essential in the location of the proposed cul-de-sac, or where sensitive environmental areas such as streams, floodplains, and wetlands would be substantially disturbed by making road connections.*

RESPONSE: The proposed street layout will be designed to enhance pedestrian and vehicular connectivity while protecting sensitive environmental features and being mindful of existing residential development. Generally, the Development will have two primary access roads – one on Castleberry Road and a second connection to the existing Wimberly Oaks Drive street stub. The Development will also provide stub streets along the western property line and eastern property for future connectivity, with final stub street locations to be determined at the Subdivision Plan stage.

(vi) The development proposed in the PD Plan for PUD-CZ is compatible with the character of surrounding land uses and maintains and enhances the value of surrounding properties.

RESPONSE: The proposed development is compatible with the character of the existing and planned uses in the surrounding area. This area of the Town is characterized by low density single-family detached subdivisions and rural/agricultural uses in western Wake County. Nearby residential neighborhoods include Castleberry Estates to the east and Lake Castleberry to the north. Castleberry Estates is a 19 lot single family detached subdivision still under construction with an overall density of 1 unit/acre and lots ranging from 0.30 to 0.40 acres. Lake Castleberry is a large single-family subdivision with overall density of 1.28 units/acre. Adjacent to the south is permanently protected land owned by the U.S. Army Corps of Engineers. To the north of the property, on the north side of Castleberry Road, is the Cloer Family Vineyard.

Castleberry Reserve PUD will provide high quality housing supply to the Town and improve overall pedestrian connectivity in the area. The proposed overall maximum density of 1.65 units/acre, together with the offered architectural conditions, will ensure the project is compatible with existing neighborhoods and rural/agricultural uses in the area.

(vii) The development proposed in the PD Plan for PUD-CZ has architectural and design standards that are exceptional and provide higher quality than routine developments. All residential uses proposed in a PD Plan for PUD-CZ shall provide architectural elevations representative of the residential structures to be built to ensure the Standards of this Section are met.

RESPONSE: Castleberry Reserve PUD will feature high quality and thoughtful design. Architectural standards, design controls, and conceptual elevations are included in this PUD.

CONSISTENCY WITH CONDITIONAL ZONING STANDARDS

Castleberry Reserve PUD is consistent with the conditional zoning standards set forth in UDO Section 2.3.3.F.1-10. See the accompanying PUD-CZ Application for the statements of consistency addressing each standard.

PERMITTED USES

The Property may be used for the uses listed 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.

RESIDENTIAL DISTRICT

The following uses shall be permitted in the Residential District:

Residential	
Single-family	Permitted
Accessory apartment*	Permitted
Recreational Uses	
Park, active	Permitted
Greenway	Permitted
Park, passive	Permitted
Recreation facility, private	Permitted
Utility, minor	Permitted
Public and Civic Uses	
Cemetery	Permitted

* Homeowners Association covenants shall not restrict the construction of accessory dwelling units.

DESIGN CONTROLS

Total Project Area	89.90 acres
Maximum Built-Upon Area	45% of gross site acreage
Maximum Residential Density	148 units
Maximum Residential Density	1.65 units/acre (includes RCA and rights-of-way)
Northern District Single-Family Detached	
Minimum Lot Size	8,000 square feet
Minimum Lot Width	60 ft.
Minimum Setbacks	
Front	10 ft.
Front (garage)	20 ft.
Side	5 ft.
Rear	10 ft.
Corner Side	10 ft.
Maximum Building Height	3 stories; 45 ft.
Minimum Buffer/RCA Setbacks	10 ft. for buildings 5 ft. for parking areas
Southern District Single-Family Detached	
Minimum Lot Size	10,000 square feet
Minimum Lot Width	75 ft.
Minimum Setbacks	
Front	10 ft.
Front (garage)	20 ft.
Side	5 ft.
Rear	10 ft.
Corner Side	10 ft.
Maximum Building Height	3 stories; 45 ft.
Minimum Buffer/RCA Setbacks	10 ft. for buildings 5 ft. for parking areas
Recreation Facility, Private	
Minimum Setbacks	
Front	10 ft.
Side	10 ft.
Rear	10 ft.
Minimum Buffer/RCA Setbacks	10 ft. for buildings 5 ft. for parking areas

LANDSCAPING, BUFFERING, AND SCREENING

Perimeter buffers shall be built and planted to the following lot width and planting standards:

Along the Property's Castleberry Road frontage	40 ft. Type B
Along the Property's westernmost boundary adjacent to PIN 0723001857*	20 ft. Type B
Along the Property's southernmost boundary adjacent to PIN 0722090422	20 ft. Type B
Along the Property's shared property line with PIN 0723117077*	20 ft. Type B
Along the Property's shared property line with PIN 0723210562*	20 ft. Type B
Along the Property's shared property line with PIN 0723221515	20 ft. Type B
Along Diesel Path	20 ft. Type B
Along the Property's shared property line with PIN 0723136582	20 ft. Type B
Along the Property's shared property line with PIN 0723134513	20 ft. Type B
Along the Cemetery (as defined below) boundary	10 ft. Type B
Along the Cemetery's Road Frontage	0 ft.
Along the Property's southernmost property line adjacent to PIN 0722090422	450 ft. undisturbed (the "Game Lands Buffer")**

*As shown on the Concept Plan, except where located adjacent to RCA, riparian buffers, or stormwater ponds, these buffers may be reconfigured and/or reduced if adjacent tracts are redeveloped.

**The Game Lands Buffer shall remain undisturbed in its current natural state and shall not be cleared or graded other than for necessary tree/forestry maintenance and/or installation of passive recreation amenities such as unpaved trails, benches, and natural areas. The Game Lands Buffer shall not require any supplemental plantings.

AFFORDABLE HOUSING

- The Development shall include a minimum of two (2) residential restricted affordable housing detached single-family median-income ownership units (the “Affordable Units”).
- The Affordable Units shall be constructed on-site and sold (includes unit price and lot price) at a mutually agreeable maximum affordable housing median-income ownership initial sales price (the “Initial Sales Price”).
- The Affordable Units shall be occupied by low or median-income households earning no more than one-hundred thirty five (135%) of the Raleigh NC Metropolitan Statistical Area (MSA), Area Median Income (AMI), adjusted for family size as most recently published by HUD (the “Income Limit”). For purposes of calculating the Initial Sales Price for the Affordable Units, affordable shall mean a reasonable down payment and monthly housing costs expected during the first calendar year of occupancy, including utilities or utility allowances, mortgage loan principal and interest, mortgage insurance, property taxes, homeowner’s insurance, homeowner’s association dues, if any, and all other property assessments, dues and fees assessed as a condition of property ownership, which does not exceed thirty percent (30%) times (x’s) one-hundred thirty five percent (135%) times (x’s) the annual median-income limit (135% AMI Category), based on a family size that is equal to the actual number of bedrooms as the Affordable Units, applicable to the Raleigh, NC MSA as most recently published by the HUD.
- A restrictive covenant (i.e. resale deed restriction) with a minimum affordability period of thirty (30) years (the “Affordability Period”) shall be recorded in the Wake County Registry against each of the Affordable Units concurrently at the close of escrow upon the sale of the Affordable Units.
- A restrictive covenant (i.e. affordable housing agreement) between the Town and applicant shall be recorded in the Wake County Registry against each of the lots for the Affordable Units prior to the issuance of a building permit for such lots to memorialize the affordable housing terms and conditions of the approved zoning condition.
- The Affordable Units shall be designated on the Master Subdivision Final Plat, which may be amended from time to time.
- Final Affordable Housing Unit floor plan selection which includes the unit size and bedroom size will be at the discretion of the developer.
- The Affordable Units may be provided in multiple phases or in one single phase.
- Developer will work with the Town to identify qualifying buyers for the first sale of the Affordable Units (the “First Sale”).
- Following the First Sale of the Affordable Units, Developer shall not be responsible for managing the Affordable Units or performing marketing, applicant screening, and selection related to future sales of the Affordable Units.
- Town staff will assist with the administrative duties of the Affordable Units during the Affordable Period.

- Prior to issuance of the Master Subdivision Final Plat for the Property, Developer shall make a donation of \$148,000 to the Town of Apex Affordable Housing Fund.

ARCHITECTURAL STANDARDS

Castleberry Reserve PUD offers the following architectural controls to ensure a consistency of character throughout the development, while allowing for enough variety to create interest and avoid monotony. Elevations included are conceptual examples. Final elevations must comply with these architectural standards but may vary from the conceptual elevations. Further details may be provided at the time of Residential Master Subdivision Plan submittal.

RESIDENTIAL DISTRICT DESIGN GUIDELINES

Single-Family Detached:

1. Vinyl siding is not permitted; however, vinyl windows, decorative elements and trim are permitted.
2. The roof shall be pitched at 5:12 or greater for 75% of the building designs.
3. Eaves shall project at least 12 inches from the wall of the structure.
4. Garage doors shall have windows, decorative details or carriage-style adornments on them.
5. Street facing garages shall not protrude more than 5 feet out from the front façade and front porch.
6. The visible side of a home on a corner lot facing the public street shall contain at least 3 decorative elements such as, but not limited to, the following elements:

● Windows	● Decorative trim
● Bay window	● Decorative shake
● Recessed window	● Decorative air vents on gable
● Decorative window	● Decorative gable
● Trim around the windows	● Decorative cornice
● Wrap around porch or side porch	● Column
● Two or more building materials	● Portico
● Decorative brick/stone	● Balcony
	● Dormer
7. A varied color palette shall be utilized on homes throughout the subdivision to include a minimum of three (3) color families for siding and shall include varied trim, shutter, and accent colors complementing the siding color.
8. House entrances for units with front-facing single-car garages shall have a prominent covered porch/stoop area leading to the front door.
9. The rear and side elevations of the units that can be seen from the right-of-way shall have trim around the windows.
10. Front porches shall be a minimum of 6 feet deep.

11. Garages on the front façade of homes that face the street shall not exceed 50% of the total width of the house and garage together.

CONCEPTUAL BUILDING ELEVATIONS







PARKING AND LOADING

Parking shall comply with minimum parking standards set forth in UDO Section 8.3.

SIGNAGE

Signage shall comply with UDO Section 8.7.

In addition, the project shall install at least one (1) sign per SCM discouraging the use of fertilizer and to reduce pet waster near SCM drainage areas. The sign(s) 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.

NATURAL RESOURCES AND ENVIRONMENTAL DATA

RIVER BASINS AND WATERSHED PROTECTION OVERLAY DISTRICTS

The Property is within the Cape Fear River Basin, Jordan Lake Watershed, and Primary Watershed Protection Overlay District as shown on the Town of Apex Watershed Protection Overlay Map 2019. This PUD will comply with all built upon area, vegetated conveyances, structural SCMs and riparian stream buffer requirements of UDO Section 6.1.8.

Resource Conservation Areas (RCA)

UDO Section 8.1.2.C.3 does not require Resource Conservation Area (“RCA”) for low density developments 2 units/acre or less. However, the Development shall designate a minimum of twenty percent (20%) of the Property as RCA. If the Development is mass graded, it shall designate a minimum of 20% of the Property as RCA and shall not be required to provide the additional 5% RCA required for mass grading under UDO Section 7.2.5.B.8.

Floodplain

The project is not located in a designated current or future 100-year floodplain as shown on the Town of Apex’s Flood Risk Information System (FRIS) or FEMA FIRM Panel 3720072300K with an effective date of July 19, 2022. Watershed & FEMA Map dated April 2015.

Historic Structures

There are no known historic structures present on the Property, however there is an existing cemetery as shown on the Existing Conditions Plan and Concept Plan (the “Cemetery”). The Cemetery shall be preserved in place. The Cemetery is approximately 0.30 acres and has approximately 59 grave sites. Prior to Master Subdivision Plan approval, a survey of the Cemetery shall be completed to establish its exact dimensions and the location of grave sites.

Environmental Commitments Summary

The following environmental conditions shall apply to the Development:

- All dwelling units shall be pre-configured with conduit for a solar energy system.
- A solar PV system of at least 4 kilowatts shall be installed on a minimum of 20 homes (the "Solar Lots"). The Solar Lots shall be identified on the Master Subdivision Plat.
- The project shall install at least one (1) sign per SCM discouraging the use of fertilizer and to reduce pet waste near SCM drainage areas. The sign(s) 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.
- The project shall install a minimum of four (4) pet waste stations.
- The project shall plant drought resistant warm season grasses throughout the development to minimize irrigation and chemical use.
- Stormwater control devices shall be designed and constructed so that post development peak runoff does not exceed pre-development peak runoff conditions for the 24-hour, 1 year, 10 year, and 25 year storm events.
- Landscaping shall include at least four (4) native hardwood tree species throughout the Development.
- No clearing or land disturbance shall be permitted within the riparian buffer nor the 450-foot undisturbed buffer, except in the riparian buffer, the minimum necessary to install required road and utility infrastructure and SCM outlets. The SCM water storage and treatment shall not be permitted within the riparian buffer or the 450-foot undisturbed buffer. Sewer infrastructure shall be designed to minimize impacts to riparian buffers.
- Any outdoor lighting installed on private amenities, signs, landscaping, walls, or fences in common areas shall be full cutoff LED fixtures with a maximum color temperature of 3000k. This condition shall not apply to lighting on single-family homes, accessory buildings, or street lighting.
- At least 75% of plants shall be native species. Landscaping will be coordinated with and approved by the Planning Department at site or subdivision review.
- The project shall preserve at least 25% of existing tree canopy.

STORMWATER MANAGEMENT

Stormwater control devices shall be designed and constructed to exceed UDO standards so that post development peak runoff does not exceed pre-development peak runoff conditions for the 24-hour, 1 year, 10 year, and 25 year storm events. Otherwise, the Development shall meet all

stormwater management requirements for quality and quantity treatment in accordance with Section 6.1 of the UDO.

The project shall provide additional water quality stormwater controls to reduce the overall nitrogen export for the site to less than 10 lbs/ac/yr through the installation of State approved Stormwater Control Measures (SCMs). The final selection of the SCMs used to reduce the nitrogen export from the site shall be selected by the design team and coordinated with staff during Subdivision and Construction Document design and review.

Acceptable stormwater structures shall include detention ponds, constructed wetlands, bio-retention areas, or other approved devices consistent with the NC DEQ Stormwater Design Manual and the Town of Apex UDO.

PARKS AND RECREATION

This project was reviewed by the Parks, Recreation, and Cultural Resources Advisory Commission on April 26, 2023 and a fee-in-lieu of dedication was recommended.

Single-family detached Units: $\$ 4,016.66 \times 148 = \$ 594,465.68$

The final unit count and total fee-in-lieu will be calculated at Master Subdivision Plan and Construction Document review.

PUBLIC FACILITIES

The proposed PUD shall meet all Public Facilities requirements as set forth in UDO Section 2.3.4(F)(1)(f) and be designed to comply with the Town's Sewer and Water Master Plan and Standards and Specifications. Road and utility infrastructure shall be as follows:

GENERAL ROADWAY INFRASTRUCTURE

Except as set forth herein, all proposed roadway infrastructure and right-of-way dedications will be consistent with the Town of Apex Comprehensive Transportation Plan and Bicycle and Pedestrian System Plan in effect as of the submission date of this rezoning.

TRANSPORTATION IMPROVEMENTS

The following conditions regarding transportation improvements apply and shall be phased consistent with the Traffic Impact Analysis that has been performed for this rezoning, which is on file with the Town of Apex. Access and improvements proposed along NCDOT roadways are subject to NCDOT review and approval at the time of site and subdivision plans.

- Developer shall construct a stop-controlled two-lane public street access to Castleberry Road approximately 1,400 feet west of Wimberly Road.
- Developer shall provide right-of-way dedication and road widening along Castleberry Road a minimum of 30 feet from center line consistent with NCDOT requirements for a two-lane roadway. In keeping with the existing rural character of Castleberry Road, Developer shall improve the south side of Castleberry Road with a grassed swale in lieu of curb and gutter and a 5-foot sidewalk south of the grassed swale for the length of the Property's Castleberry Road frontage.
- Developer shall construct a southbound right turn taper on Wimberly Road at Castleberry Road according to the right turn lane warrants in the NCDOT Roadway Design Manual, install a stop bar at the intersection with Wimberly Road, and provide centerline pavement markings extending a minimum of 50 feet from the stop bar subject to NCDOT review and approval.

PEDESTRIAN AND BICYCLE IMPROVEMENTS

- Per UDO requirements for residential development with a PUD zoning designation, sidewalks shall be provided along both sides of all streets.
- Developer shall construct a 5-foot wide offsite sidewalk to connect the sidewalk along the frontage of PIN 0723023450 to the existing Lake Castleberry sidewalk stub at the northeast corner of the intersection of Castleberry Road and Lake Castleberry Drive (the "Lake Castleberry Sidewalk Connection"). The Lake Castleberry Sidewalk Connection will be constructed along the south side of Castleberry Road. If the Town and/or NCDOT will not approve the Lake Castleberry Sidewalk Connection or Developer is unable to acquire the necessary offsite rights of way and/or easements for the Lake Castleberry Sidewalk Connection, Developer shall pay a fee in lieu in the amount of the estimated cost of the Lake Castleberry Sidewalk Connection.
- Developer shall upgrade the existing crossing of the American Tobacco Trail at Wimberly Road with high visibility crosswalk markings and signs and install a push button rectangular rapid-flashing crosswalk beacon system according to Apex standards, subject to NCDOT review and approval.
- Developer shall extend the existing sidewalk along the southwest side of Wimberly Road, south to connect to the American Tobacco Trail, with roadway shoulder widening and gutter typical roadway section (the "ATT Connection"). Developer will need to coordinate with and obtain an encroachment agreement from NC Rail and obtain any other necessary approvals or agreements for construction and maintenance of the portion of the ATT Connection located on the American Tobacco Trail property leased by Wake County. Developer shall work with Town staff and NCDOT to finalize a design that places the ATT Connection within the existing Wimberly Road right of way. If the Town and NCDOT will not approve a design that places the ATT Connection in the existing

Wimberly Road right of way, Developer shall pay a fee-in-lieu in the amount of the estimated cost of the ATT Connection.



WATER AND SANITARY SEWER

All lots within the Development will be served by Town of Apex water and sanitary sewer. The utility design will be finalized at the time of Master Subdivision Plan or Site Plan approval and be based on available facilities adjacent to the site at that time. The design will meet the current Town of Apex master plans for water and sewer. A conceptual utility plan is included in the PUD Concept Plan for reference.

OTHER UTILITIES

Electricity will be provided by Duke Energy Progress or Apex Electric, depending on whether Apex Electric is capable of serving the Property. Phone, cable, and gas will be provided by the Developer and shall meet Town of Apex standards as outlined in the UDO.

PHASING

The Development will be completed in phases. Final locations of phases will be determined at the time of Master Subdivision Review and Approval.

CONSISTENCY WITH LAND USE PLAN

Although the Development proposes greater density than recommended by the Rural Residential Land Use Map designation, it is generally consistent with the goals of the Peak Plan 2030 and the

2045 Land Use Map. The Rural Residential designation recommends “single-family residential uses” that provide “a transition from the Protected Open Spaces around Jordan Lake...” The proposed maximum density of 1.65 units/acre is consistent with recommended density for Low Density Residential, as defined in the Comp Plan. The Development, together with conditions of this PUD, will add low density single-family housing while respecting the Protected Open Space adjacent to the south, providing pedestrian connections to recreational opportunities, and preserving the historic Cemetery, consistent with the following goals and policies of Peak Plan 2030.

- Preservation of historic places and cultural resources;
- Protection of environmental and natural resources;
- A variety of housing types available to a range of incomes;
- Maintain low density residential uses as a transition to rural areas and protected open space areas.

COMPLIANCE WITH UDO

The development standards adopted for this PUD are in compliance with those set forth in the current version of the Town’s Unified Development Ordinance (UDO). This PUD shall be the primary governing document for the development of Castleberry Reserve. All standards and regulations in this PUD shall control over general standards of the UDO. Provided, however, that if a specific regulation is not addressed in this PUD, UDO regulations shall control.

EXHIBIT A
Legal Description
The Property

BEING THE OUTER BOUNDARY OF 8 PARCELS, NOW OR FORMERLY OF THOMAS R MARCOM AS DESCRIBED IN DB 3292, PG 222 (PIN 0723023450), THOMAS R MARCOM AND NANCY MARCOM AS DESCRIBED IN DB 16865, PG 2012 (PIN 0723024085), TEMPIE M MARCOM AS DESCRIBED IN DB 3676, PG 382 (PIN 0723111191) AND DB 5048, PG 325 (PIN 0723026951), THOMAS R MARCOM AND NANCY MARCOM AS DESCRIBED IN DB 16865, PG 2012 (PIN 0723024085), SONIA B MARCOM AS DESCRIBED IN DB 2392, PG 220 (PIN 0723120194), DEBORAH M K STRICKLAND AS DESCRIBED IN DB 2284, PG 124 (PIN 0723125145), BRIDGET COTRUFO & PAUL A COTRUFO AS DESCRIBED IN DB 9017, PG 1189 (PIN 0723115892), AND TEMPIE M MARCOM & DEBORAH M STRICKLAND AS DESCRIBED IN DB 18975, PG 1401 (PIN 0723113507) SAID PARCELS BEING LOCATED IN THE TOWN OF APEX, WHITE OAK TOWNSHIP, WAKE COUNTY, NORTH CAROLINA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON PIPE FOUND ON THE NORTHWESTERN CORNER OF THE PROPERTY NOW OR FORMERLY OF THOMAS R MARCOM AS DESCRIBED IN DB 3292, PG 222 (PIN 0723023450) AND THE SOUTHERN RIGHT OF WAY OF CASTLEBERRY ROAD, SAID IRON BEING THE TRUE POINT OF BEGINNING AND HAVING NORTH CAROLINA STATE PLAIN COORDINATES OF N= 732,695.45' AND E= 2,020,274.89'; THENCE, FROM THE POINT OF BEGINNING AND LEAVING SAID RIGHT OF WAY, N06°20'52"W A DISTANCE OF 36.42 FEET TO A MAG NAIL FOUND IN THE CENTERLINE OF CASTLEBERRY ROAD; THENCE, WITH SAID CENTERLINE, N57°49'50"E A DISTANCE OF 135.10 FET TO A MAG NAIL FOUND; THENCE, CONTINUING WITH SAID CENTERLINE, N56°35'23"E A DISTANCE OF 92.98 FEET TO A MAG NAIL FOUND; THENCE, CONTINUING WITH SAID CENTERLINE, N56°35'06"E A DISTANCE OF 235.90 FEET TO A MAG NAIL SET; THENCE, CONTINUING WITH SAID CENTERLINE, N56°01'30"E A DISTANCE OF 88.04 FEET TO A MAG NAIL SET; THENCE, CONTINUING WITH SAID CENTERLINE, N53°38'28"E A DISTANCE OF 93.37 FEET TO A MAG NAIL SET; THENCE, CONTINUING WITH SAID CENTERLINE, N50°18'13"E A DISTANCE OF 93.98 FEET TO A MAG NAIL SET; THENCE, CONTINUING WITH SAID CENTERLINE, N47°13'51"E A DISTANCE OF 88.14 FEET TO A MAG NAIL SET; THENCE, CONTINUING WITH SAID CENTERLINE, N42°57'56"E A DISTANCE OF 133.67 FEET TO A MAG NAIL SET; THENCE, CONTINUING WITH SAID CENTERLINE, N39°28'11"E A DISTANCE OF 158.12 FEET TO A MAG NAIL SET; THENCE, CONTINUING WITH SAID CENTERLINE, N38°24'24"E A DISTANCE OF 132.10 FEET TO A MAG NAIL SET; THENCE, LEAVING SAID CENTERLINE, S07°45'19"E A DISTANCE OF 199.36 FEET TO A BENT IRON PIPE FOUND; THENCE, S65°45'19"E A DISTANCE OF 662.66 FEET TO A 1/2" IRON PIPE FOUND; THENCE, S10°27'53"E A DISTANCE OF 804.30 FEET TO AN AXLE FOUND; THENCE, S70°27'14"E A DISTANCE OF 178.50 FEET TO A 1/2" IRON PIPE FOUND; THENCE, S32°45'20"E A DISTANCE OF 181.93 FEET TO A 1/2" IRON PIPE FOUND; THENCE, S17°53'43"W A DISTANCE OF 387.15 FEET TO A 3/4" IRON PIPE SET; THENCE, S88°59'08"W A DISTANCE OF 236.49 FEET TO A 1/2" IRON PIPE FOUND; THENCE, S89°34'36"W

A DISTANCE OF 57.19 FEET TO A 1/2" IRON PIPE FOUND; THENCE, S89°28'25"W A DISTANCE OF 409.63 FEET TO AN AXLE FOUND; THENCE, S00°45'40"E A DISTANCE OF 396.14 FEET TO A 3/4" IRON PIPE SET; THENCE, S00°45'40"E A DISTANCE OF 503.45 FEET TO A 1/2" IRON PIPE FOUND; THENCE, S80°51'33"W A DISTANCE OF 380.41 FEET TO A CONCRETE MONUMENT FOUND; THENCE, S61°40'30"W A DISTANCE OF 470.42 FEET TO A CONCRETE MONUMENT FOUND; THENCE, N77°05'52"W A DISTANCE OF 415.10 FEET TO A 1/2" IRON PIPE FOUND; THENCE, N00°33'05"E A DISTANCE OF 457.27 FEET TO A 1/2" IRON PIPE FOUND; THENCE, N00°33'05"E A DISTANCE OF 92.75 FEET TO A 3/4" IRON PIPE SET; THENCE, N87°03'17"W A DISTANCE OF 124.95 FEET TO A COMPUTED POINT AT A 40" POPLAR; THENCE, N02°34'18"E A DISTANCE OF 394.62 FEET TO A 1/2" IRON PIPE FOUND; THENCE, N02°34'18"E A DISTANCE OF 394.37 FEET TO A 1/2" IRON PIPE FOUND; THENCE, N02°25'20"E A DISTANCE OF 71.14 FEET TO A 1/2" IRON PIPE FOUND; THENCE, N02°25'20"E A DISTANCE OF 186.74 FEET TO A 1/2" IRON PIPE FOUND; THENCE, N02°36'05"E A DISTANCE OF 325.84 FEET TO A 3/4" IRON PIPE SET; THENCE, N83°37'40"E A DISTANCE OF 94.32 FEET TO A 1/2" IRON PIPE FOUND; THENCE, N06°20'52"W A DISTANCE OF 166.26 FEET TO THE POINT OF BEGINNING.

SAID OUTER BOUNDARY CONTAINING 3,916,211 SQUARE FEET OR 89.90 ACRES, MORE OR LESS.

EXHIBIT B
Property Ownership

***Owner names and deed references below are accurate (and have been confirmed by a title attorney) but may differ from what is shown on Wake County GIS. Some property owner names have changed due to marriage.**

Parcel 1

Site Address: 8633 Castleberry Road

PIN: 0723125145

Deed Reference (book/page): 2284/124

Acreage: 2.38

Owner: Deborah Kay Marcom Strickland (a/k/a Deborah M. Strickland and Deborah Kay Marcom) and spouse, Ronald M. Strickland (a/k/a Ronnie Strickland)

Owner Address: 8633 Castleberry Road, Apex, NC 27523-9695

Parcel 2

Site Address: 8635 Castleberry Road

PIN: 0723115892

Deed Reference (book/page): 9017/1189

Acreage: 3.37

Owner: Bridget Cotrufo and Paul Anthony Cotrufo

Owner Address: 8635 Castleberry Road, Apex, NC 27523-9695

Parcel 3

Site Address: 8637 Castleberry Road

PIN: 0723113507

Deed Reference (book/page): Wake County Estate File Number 22-E-2448 for Tempie Grace Mills Marcom

Acreage: 1.94

Owner: Deborah Kay Marcom Strickland (a/k/a Deborah M. Strickland and Deborah Kay Marcom); Thomas Russell Marcom (a/k/a Thomas R. Marcom); and Sonya Beth Marcom Ammons (a/k/a Sonya Ammons and Sonya Jones)

Owner Address: 8637 Castleberry Road, Apex, NC 27523-9695

Parcel 4

Site Address: 8639 Castleberry Road

PIN: 0723111191

Deed Reference (book/page): Wake County Estate File Number 22-E-2448 for Tempie Grace Mills Marcom

Acreage: 68.82

Owner: Deborah Kay Marcom Strickland (a/k/a Deborah M. Strickland and Deborah Kay Marcom); Thomas Russell Marcom (a/k/a Thomas R. Marcom); and Sonya Beth Marcom Ammons (a/k/a Sonya Ammons and Sonya Jones)
Owner Address: 8637 Castleberry Road, Apex, NC 27523-9695

Parcel 5

Site Address: 8649 Castleberry Road
PIN: 0723120194
Deed Reference (book/page): 3292/220
Acreage: 3.0
Owner: Sonya Beth Marcom Ammons (a/k/a Sonya Beth Marcom, Sonya Ammons; Sonya Beth Marcom Biddy and Sonya Jones), and spouse, Steve Ammons
Owner Address: 8649 Castleberry Road, Apex, NC 27523-9695

Parcel 6

Site Address: 8709 Castleberry Road
PIN: 0723024085
Deed Reference (book/page): 16865/2012
Acreage: 7.29
Owner: Thomas Russell Marcom (a/k/a Thomas R. Marcom); and spouse, Nancy Marcom (a/k/a Nancy L. Marcom)
Owner Address: 2309 7 Lakes S., West End, NC 27376-9601

Parcel 7

Site Address: 8717 Castleberry Road
PIN: 0723023450
Deed Reference (book/page): 16865/2012
Acreage: 2.92
Owner: Thomas Russell Marcom (a/k/a Thomas R. Marcom); and spouse, Nancy Marcom (a/k/a Nancy L. Marcom)
Owner Address: 2309 7 Lakes S., West End, NC 27376-9601

Parcel 8

Site Address: 8705 Castleberry Road
PIN: 0723026951
Deed Reference (book/page): Wake County Estate File Number 22-E-2448 for Tempie Grace Mills Marcom
Acreage: 0.19
Owner: Deborah Kay Marcom Strickland (a/k/a Deborah M. Strickland and Deborah Kay Marcom); Thomas Russell Marcom (a/k/a Thomas R. Marcom); and Sonya Beth Marcom Ammons (a/k/a Sonya Ammons and Sonya Jones)
Owner Address: 2309 7 Lakes S., West End, NC 27376-9601

<PUD REZONING> CASTLEBERRY RESERVE

RIPARIAN BUFFERS AND WETLANDS:
RIPARIAN BUFFERS AND WETLANDS LOCATED ON SITE BY S&EC TO BE CONFIRMED BY THE US ARMY CORPS OF ENGINEERS AND TOWN OF APEX (APEX ID #22-018).



NC License #P-0673

APPLICANT
INSPIRE COMMERCIAL, LLC
MAC PATEL
1124 GROGANS MILL DRIVE
CARY, NC 27519
(919) 413-2120

LAND USE ATTORNEY
PARK, POE, ADAMS, & BERNSTEIN LLP
MATTHEW CARPENTER
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ENGINEER/LAND PLANNER
PEAK ENGINEERING & DESIGN, PLLC
JEFF ROACH, P.E.
1125 APEX PEAKWAY
APEX, NC 27502
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www.PeakEngineering.com

SURVEYOR
BATEMAN CIVIL SURVEY COMPANY
STEVEN CARSON
2524 RELIANCE AVENUE
APEX, NC 27502
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ENVIRONMENTAL CONSULTANT
SOIL & ENVIRONMENTAL CONSULTANTS, PA
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www.SandEC.com

TRAFFIC ENGINEER
KIMLEY-HORN AND ASSOCIATES
LYLE OVERCASH, P.E.
421 FAYETTEVILLE STREET SUITE 600
RALEIGH, NC 27601
(919) 677-2000
www.Kimley-Horn.com

8639 CASTLEBERRY ROAD APEX, NORTH CAROLINA 27523 PROJECT NUMBER: 220602

PROPERTY DATA

Parcel	Property Owner	Site Address	PIN	Deeded Acreage	Deed Book/Plat Book
Parcel 1	Slickland, Deborah & Ronnie	8633 Castleberry Road Apex, NC 27523-9695	0723-12-5145	2.38 acres	DB2284 Pg124
Parcel 2	Cotrifo, Bridget & Paul Anthony	8635 Castleberry Road Apex, NC 27523-9695	0723-11-5892	3.37 acres	DB9017 Pg1189
Parcel 3	Strickland, Deborah Kay Marcom Ammons, Sony Beth Marcom Marcom, Thomas Russell	8637 Castleberry Road Wake County Estate File Number 22-E-2448 for Tempie Grace Mills Marcom	0723-11-3507	1.94 acres	DB18975 Pg1401
Parcel 4	Strickland, Deborah Kay Marcom Ammons, Sony Beth Marcom Marcom, Thomas Russell	8639 Castleberry Road Wake County Estate File Number 22-E-2448 for Tempie Grace Mills Marcom	0723-11-1191	68.82 acres	DB19-E Pg0000
Parcel 5	Ammons, Sonya Beth Marcom Ammons, Steve (spouse)	8649 Castleberry Road Apex, NC 27523-9695	0723-12-0194	3.00 acres	DB3292 Pg 220
Parcel 6	Marcom, Thomas Russell & Nancy	8709 Castleberry Road 2309 7 Lakes S. West End, NC 27376-9601	0723-02-4085	7.29 acres	DB16865 Pg2012
Parcel 7	Marcom, Thomas Russell & Nancy	8717 Castleberry Road 2309 7 Lakes S. West End, NC 27376-9601	0723-02-3450	2.92 acres	DB16865 Pg2012
Parcel 8	Strickland, Deborah Kay Marcom Ammons, Sony Beth Marcom Marcom, Thomas Russell	8705 Castleberry Road Wake County Estate File Number 22-E-2448 for Tempie Grace Mills Marcom	0723-02-6951	0.19 acres	DB005048 Pg 325
Total Deeded Acreage:				89.90 acres	3,916,211 sf
<small>(survey data provided by Bateman Civil Survey Company)</small>					

SITE DATA TABLE

Township:	White Oak Township		
Flood Zone Information:	Firm Panel 3720072300K effective July 19, 2022 does not show the presence of flood zones on the properties (flood zones are located within 100' of the assembly)		
Watershed Information:	Primary Watershed Protection Overlay District, White Oak Creek, Cape Fear River Basin		
Historical:	NC SHPO does not show any existing historical structures A cemetery does exist within the property assemblage (~0.30 acres and 59 gravesites)		
Annexation:	Annexation required as the property is located OUTSIDE of the Apex ETJ		
Existing Zoning:	R-80W (Wake County)		
Proposed Zoning:	PUD - CZ (Planned Unit Development - Conditional Zoning)		
Existing 2045 Land Use Map:	Rural Density Residential		
Proposed 2045 Land Use Map:	Low Density Residential		
Existing Use:	Single-family Residential and vacant		
Proposed Uses:	Single-family Park, active Park, passive Utility, minor	Accessory apartment * Greenway Recreation facility, private	
* Homeowners Association covenants shall not restrict the construction of Accessory apartments			
Maximum Number of Lots:	148 dwelling units		
Proposed Project Density:	1.65 dwelling units/acre or less		
Lots:	Min Lot Size	Min Lot Width	Max Building Height
Northern District Single-Family detached	8,000 SF	60 feet	45 feet (3 stories)
Southern District Single-Family detached	10,000 SF	75 feet	45 feet (3 stories)
Building Setbacks (minimum setbacks unless otherwise noted):	Residential	Private Recreation Facility	
Front:	10 feet	10 feet	
Front (garage):	20 feet from sidewalk or back-of-curb	N/A	
Rear:	10 feet	10 feet	
Side:	5 feet	10 feet	
Side (Corner Lot):	10 feet	10 feet	
From Buffer or RCA	10 feet	10 feet	
Parking setback from buffer or RCA	5 feet	5 feet	
Parking Requirements:	Single Family Detached: 2 spaces/dwelling unit required Single Family parking provided by driveway and garage (min 2 spaces/lot) Private Recreation Facility: Parking shall be based upon size and use within the recreation facility		
Maximum Built Upon Area:	40.45 acres or 45% (per zoning condition)		
RCA Required:	RCA is not require for residential density < 2.0 DU/acre (UDO Section 8.1) 5% RCA (~4.5 acres) required per UDO 7.2.5.B		
Grading:	Site to be "Mass Graded" (per zoning condition, 20% RCA provided shall satisfy additional 5% RCA required for Mass Grading)		
% of lots graded prior to first plat:	50% (limited by Apex UDO to a maximum acreage for mass grading) maximum of 20 acres of clearing for single-family detached developments		
% of pre-development drainage areas preserved within their natural basins:	90%		



PROJECT AERIAL SCALE: 1" = 800'



VICINITY MAP SCALE: 1" = 800'

INDEX OF DRAWINGS:

- C000 COVER SHEET
- C001 EXISTING CONDITIONS
- C002 EXISTING CONDITIONS TREE SURVEY
- C100 CONCEPTUAL SITE PLAN/
CONCEPTUAL UTILITY PLAN

**REZONING CASE #23CZ04
SUBMITTED FEBRUARY 1, 2023**

PARKS AND RECREATION DATA TABLE

DATE REVIEWED BY PRCR ADVISORY COMMISSION: APRIL 26, 2023
FEE-IN-LIEU: 2023 RATES
SINGLE-FAMILY DETACHED UNITS \$4,016.66 / DWELLING UNIT x ____ UNITS = \$____
SINGLE-FAMILY ATTACHED UNITS \$0.00 / DWELLING UNIT
MULTI-FAMILY UNITS \$0.00 / DWELLING UNIT

ACRES OF LAND DEDICATION: n/a ACRES
PUBLIC GREENWAY TRAIL CONSTRUCTION YES ____ NO X ____

The PRCR Advisory Commission unanimously recommended a fee-in-lieu of dedication for 179 single family detached residential units at their April 26th, 2023 meeting. If approved by Town Council in 2023 the rate would be \$4,016.66 per single-family detached residential unit and would run the life of the project unless additional acreage or units were added to the project. The fee-in-lieu of dedication is paid at the time of final subdivision plat.

Project:
CASTLEBERRY RESERVE
8639 CASTLEBERRY ROAD
WHITE OAK TOWNSHIP
APEX, NORTH CAROLINA 27523

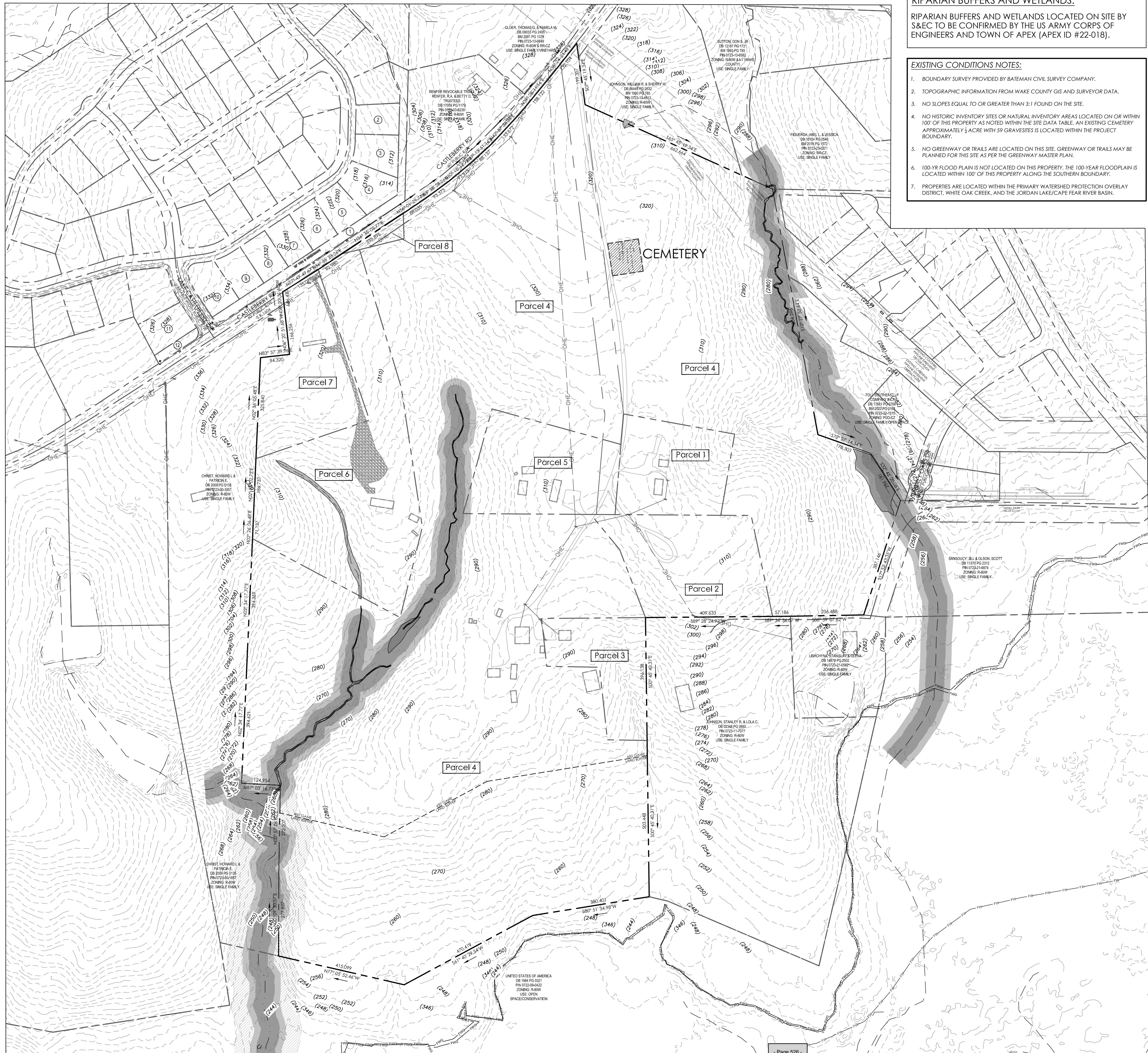


NO.	DATE	REVISION
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2	MAY 2, 2023	TOWN OF APEX - 2nd ZONING COMMENTS
3	AUGUST 30, 2023	TOWN OF APEX - ZONING COMMENTS

title:
**PUD
COVER SHEET**

proj #:
220602
date:
FEBRUARY 1, 2023
dwg by: chkd by:
FS JR
scale:
As Noted

sheet:
C000
(PUD PLAN)



RIPARIAN BUFFERS AND WETLANDS:
 RIPARIAN BUFFERS AND WETLANDS LOCATED ON SITE BY S&EC TO BE CONFIRMED BY THE US ARMY CORPS OF ENGINEERS AND TOWN OF APEX (APEX ID #22-018).

EXISTING CONDITIONS NOTES:

- BOUNDARY SURVEY PROVIDED BY BATEMAN CIVIL SURVEY COMPANY.
- TOPOGRAPHIC INFORMATION FROM WAKE COUNTY GIS AND SURVEYOR DATA.
- NO SLOPES EQUAL TO OR GREATER THAN 3:1 FOUND ON THE SITE.
- NO HISTORIC INVENTORY SITES OR NATURAL INVENTORY AREAS LOCATED ON OR WITHIN 100' OF THIS PROPERTY AS NOTED WITHIN THE SITE DATA TABLE. AN EXISTING CEMETERY APPROXIMATELY 1/2 ACRE WITH 59 GRAVESITES IS LOCATED WITHIN THE PROJECT BOUNDARY.
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- 100-YR FLOOD PLAIN IS NOT LOCATED ON THIS PROPERTY. THE 100-YEAR FLOODPLAIN IS LOCATED WITHIN 100' OF THIS PROPERTY ALONG THE SOUTHERN BOUNDARY.
- PROPERTIES ARE LOCATED WITHIN THE PRIMARY WATERSHED PROTECTION OVERLAY DISTRICT, WHITE OAK CREEK, AND THE JORDAN LAKE/CREEK/FAIR RIVER BASIN.

STREAM BUFFERS

EX CEMETERY
 (~0.30 ACRES & 59 GRAVESITES)

PROJECT PERIMETER BOUNDARY

PLAN SHEETS ARE INTENDED FOR ILLUSTRATIVE PURPOSES ONLY

- SITE AND UTILITY NOTES:**
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 - FINAL RESOURCE CONSERVATION AREA (RCA), OPEN SPACE, AND PLAY LAWN LOCATIONS SHALL BE COORDINATED WITH STAFF AND BUILDER DURING MASTER SUBDIVISION PLAN DESIGN AND APPROVAL.
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 - NO SITE DEVELOPMENT ACTIVITY INCLUDING, BUT NOT LIMITED TO, TESTING, CLEARING, INSTALLATION OF S&E MEASURES, OR GRADING SHALL OCCUR UNTIL REQUIRED TREE PROTECTION FENCING HAS BEEN INSTALLED AND INSPECTED. A TREE PROTECTION FENCING INSTALLATION PERMIT MAY BE OBTAINED AT THE PLANNING DEPARTMENT OR ONLINE AT [HTTP://WWW.APEXCXNC.ORG/215/APPLICATIONS-SCHEDULES](http://www.apecxnc.org/215/APPLICATIONS-SCHEDULES).
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 - ADDITIONAL TREE 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.).

ADJACENT PROPERTIES (LAKE CASTLEBERRY)

1 LAKE CASTLEBERRY OWNER ASSOC. INC. DB 17554 PG 0545 BM 2017 PG 1573 PIN 0723-02-5914 ZONING: LD-C2 USE: SINGLE FAMILY OPEN SPACE	5 DABABE, PREETAM & JAVKHEDKAR, APURVA DB 18137 PG 2425 BM 2017 PG 1573 PIN 0723-03-4050 ZONING: LD-C2 USE: SINGLE FAMILY	9 JAISWAL, VISHAL S. & SHWETA V. DB 18514 PG 2029 BM 2017 PG 1572 PIN 0723-02-1759 ZONING: LD-C2 USE: SINGLE FAMILY
2 CARONE, MICHAEL & KRISTINA DB 17304 PG 0228 BM 2017 PG 1573 PIN 0723-03-5278 ZONING: LD-C2 USE: SINGLE FAMILY	6 LAMBE, MORGAN T. & MATTHEW T. DB 18199 PG 1629 BM 2017 PG 1572 PIN 0723-02-3974 ZONING: LD-C2 USE: SINGLE FAMILY	10 PALAKODETI, ANUPAMA & DINAVAH, VENKATA C. DB 19127 PG 24869 PIN 0723-02-0744 ZONING: LD-C2 USE: SINGLE FAMILY
3 WAHL, JAMES & LAURA DB 17331 PG 2483 BM 2017 PG 1573 PIN 0723-03-5178 ZONING: LD-C2 USE: SINGLE FAMILY	7 RAMAKRISHNAN, DINESHBABU & KOTHANDARAMAN, MOUSHMI DB 18624 PG 2542 BM 2017 PG 1572 PIN 0723-02-2899 ZONING: LD-C2 USE: SINGLE FAMILY	11 PATEL, VISHAL & KESHA DB 18352 PG 1555 BM 2016 PG 1289 PIN 0713-92-8691 ZONING: LD-C2 USE: SINGLE FAMILY
4 REYNOLDS, KATIE C. & ROBERT J. DB 17894 PG 2950 BM 2017 PG 1573 PIN 0723-03-5047 ZONING: LD-C2 USE: SINGLE FAMILY	8 LATORE, JOSEPH A. & ERIN M. DB 18154 PG 2001 BM 2017 PG 1572 PIN 0723-02-2814 ZONING: LD-C2 USE: SINGLE FAMILY	12 LAKE CASTLEBERRY OWNERS ASSOC INC. DB 17554 PG 0543 BM 2016 PG 1289 PIN 0713-92-9535 ZONING: LD-C2 USE: SINGLE FAMILY/OPEN SPACE

N

SCALE: 1" = 150'

SCALE: 1" = 150'

Project: **CASTLEBERRY RESERVE**
 8639 CASTLEBERRY ROAD
 WHITE OAK TOWNSHIP
 APEX, NORTH CAROLINA 27523

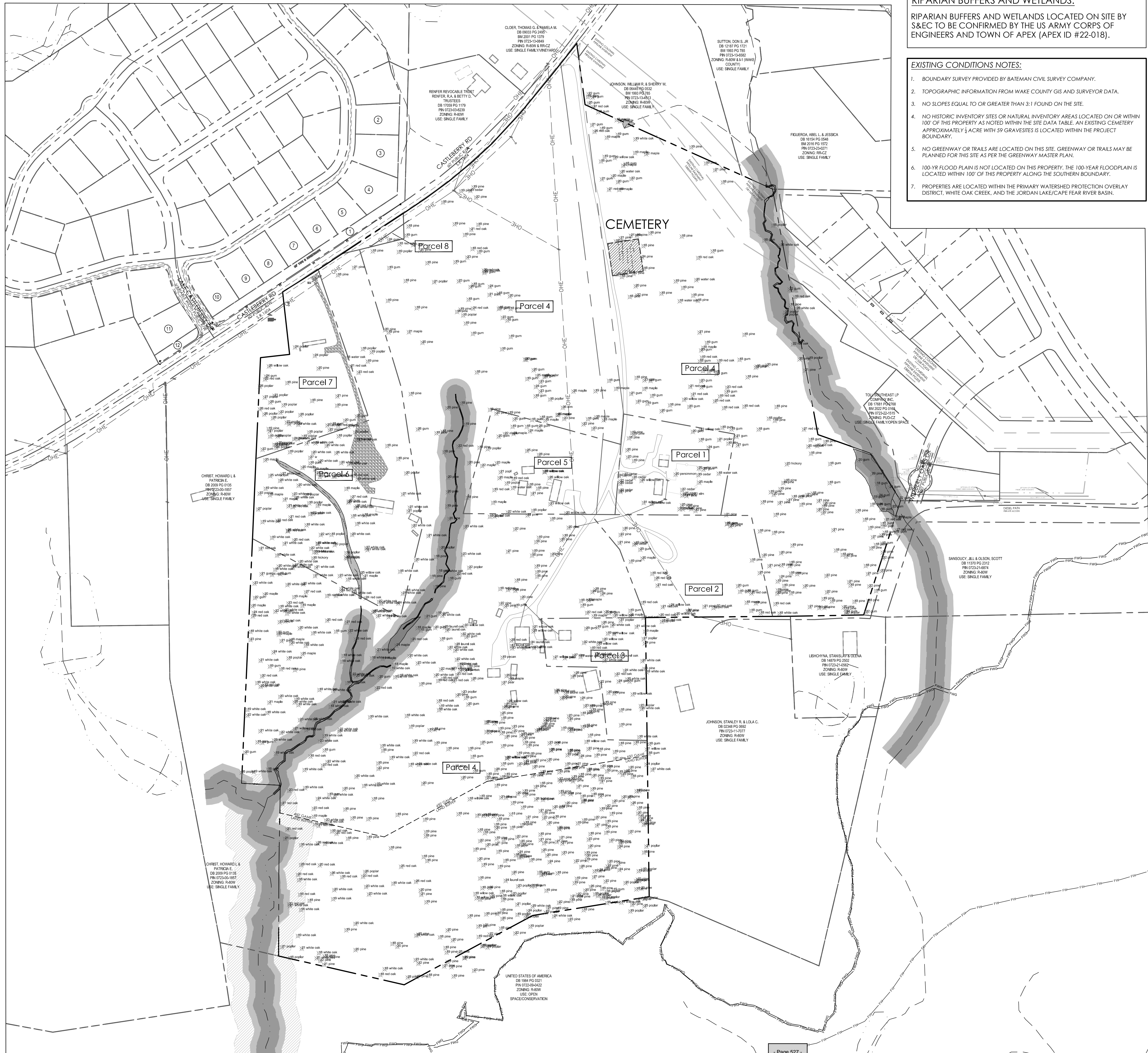


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1	APRIL 2, 2023	TOWN OF APEX - 1st ZONING COMMENTS	JR
2	MAY 2, 2023	TOWN OF APEX - 2nd ZONING COMMENTS	JR
3	AUGUST 30, 2023	TOWN OF APEX - ZONING COMMENTS	JR

title: **EXISTING CONDITIONS PLAN**

proj #: **220602**
 date: **FEBRUARY 1, 2023**
 dwg by: **chkd by: FS JR**
 scale: **As Noted**
 sheet: **C001**

(PUD PLAN)



RIPARIAN BUFFERS AND WETLANDS:
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REQUIRED PLAN NOTES:

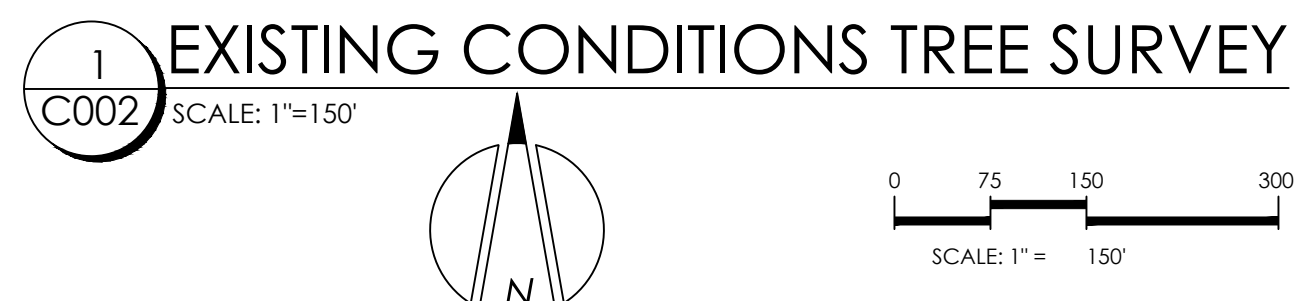
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ALL LARGE TREES ON-SITE HAVE BEEN INCLUDED FOR REFERENCE ONLY. FUTURE PRESERVATION AND AVOIDANCE OF EXISTING VEGETATION TO BE COORDINATED WITH STAFF.

PLAN SHEETS ARE INTENDED FOR ILLUSTRATIVE PURPOSES ONLY

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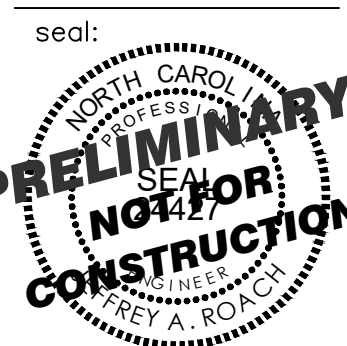


1 EXISTING CONDITIONS TREE SURVEY
 SCALE: 1"=150'



NC License #P-0673

Project: **CASTLEBERRY RESERVE**
 8639 CASTLEBERRY ROAD
 WHITE OAK TOWNSHIP
 APEX, NORTH CAROLINA 27523

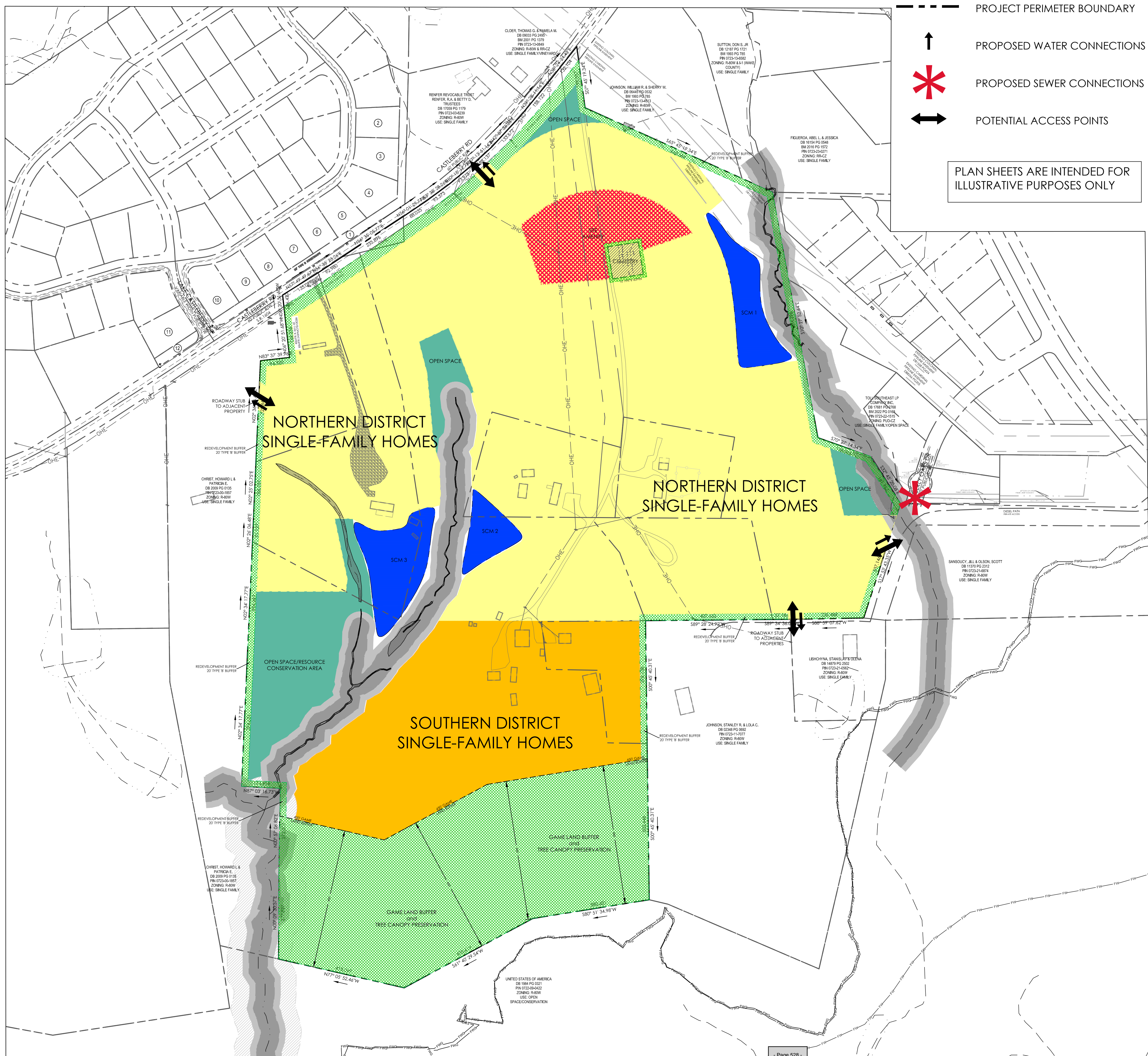


NO.	DATE	REVISION	BY
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2	MAY 2, 2023	TOWN OF APEX - 2nd ZONING COMMENTS	JR
3	AUGUST 30, 2023	TOWN OF APEX - ZONING COMMENTS	JR

title:
 EXISTING CONDITIONS TREE SURVEY

proj #:
 220602
 date:
 FEBRUARY 1, 2023
 dwg by: chkd by:
 FS JR
 scale:
 As Noted
 sheet:

C002
 (PUD PLAN)

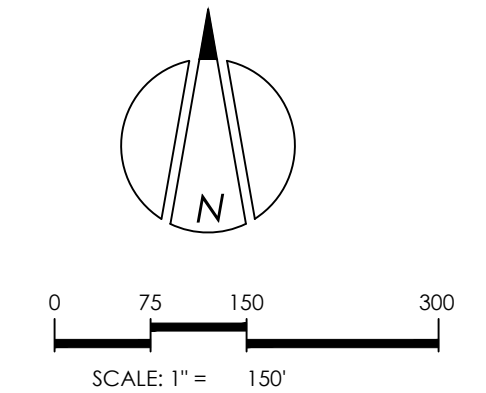


PLAN SHEETS ARE INTENDED FOR ILLUSTRATIVE PURPOSES ONLY

- POSSIBLE SITE AMENITY
- BUFFERS/RCA/ OPEN SPACE
- STREAM BUFFERS
- SINGLE FAMILY 8,000 SF MINIMUM
- SINGLE FAMILY 10,000 SF MINIMUM
- EX CEMETERY (- 0.30 ACRES & 59 GRAVESITES)

- SITE AND UTILITY NOTES:**
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POTENTIAL ACCESS POINTS:
 Potential Access Points shown on the Conceptual Site Plan / Conceptual Utility Plan (C100) are not shown in exact locations but show required connections. Connections can only be removed from the subdivision connectivity requirements of the PUD if the developer shows to the satisfaction of the Planning Director, in consultation with the Technical Review Committee (TRC), that the construction of the connection would be impractical based on environmental conditions found in the field at the time of Master Subdivision Plan approval.

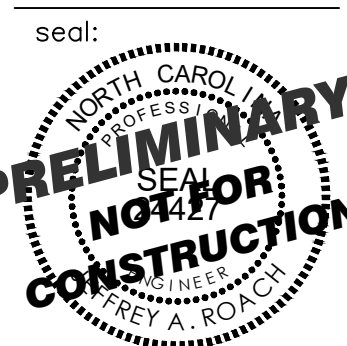


**CONCEPTUAL SITE PLAN/
 CONCEPTUAL UTILITY PLAN**
 SCALE: 1"=150'



NC License #P-0673

Project:
CASTLEBERRY RESERVE
 8639 CASTLEBERRY ROAD
 WHITE OAK TOWNSHIP
 APEX, NORTH CAROLINA 27523



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title:
**CONCEPTUAL SITE PLAN/
 CONCEPTUAL UTILITY PLAN**

proj #:
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FEBRUARY 1, 2023
 dwg by: chkd by:
 FS JR
 scale:
 As Noted

sheet:
C100
 (PUD PLAN)

PLANNING BOARD REPORT TO TOWN COUNCIL

Rezoning Case: 23CZ04 Castleberry Reserve PUD

Planning Board Meeting Date: July 10, 2023



Report Requirements:

Per NCGS §160D-604(b), all proposed amendments to the zoning ordinance or zoning map shall be submitted to the Planning Board for review and comment. If no written report is received from the Planning Board within 30 days of referral of the amendment to the Planning Board, the Town Council may act on the amendment without the Planning Board report. The Town Council is not bound by the recommendations, if any, of the Planning Board.

Per NCGS §160D-604(d), the Planning Board shall advise and comment on whether the proposed action is consistent with all applicable officially adopted plans, and provide a written recommendation to the Town Council that addresses plan consistency and other matters as deemed appropriate by the Planning Board, but a comment by the Planning Board that a proposed amendment is inconsistent with the officially adopted plans shall not preclude consideration or approval of the proposed amendment by the Town Council.

PROJECT DESCRIPTION:

- Acreage:** ±89.90 acres
- PIN(s):** 0723125145, 0723115892, 0723113507, 0723111191, 0723120194, 0723024085, 0723023450, and 0723026951
- Current Zoning:** Wake County Residential-80W (R-80W)
- Proposed Zoning:** Planned Unit Development-Conditional Zoning (PUD-CZ)
- Current 2045 Land Use Map:** Rural Density Residential

If rezoned as proposed, the 2045 Land Use Map Designation will change to: Low Density Residential

Town Limits: Outside Town Limits

Applicable Officially Adopted Plans:

The Board must state whether the project is consistent or inconsistent with the following officially adopted plans, if applicable. Applicable plans have a check mark next to them.

2045 Land Use Map
 Consistent Inconsistent Reason: If rezoning is approved, the

2045 Land Use Map will automatically be amended.

Apex Transportation Plan
 Consistent Inconsistent Reason: _____

Parks, Recreation, Open Space, and Greenways Plan
 Consistent Inconsistent Reason: _____

PLANNING BOARD REPORT TO TOWN COUNCIL

Rezoning Case: 23CZ04 Castleberry Reserve PUD

Planning Board Meeting Date: July 10, 2023



Legislative Considerations:

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

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

Consistent Inconsistent Reason: _____

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

Consistent Inconsistent Reason: _____

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

Consistent Inconsistent Reason: _____

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

Consistent Inconsistent Reason: _____

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

Consistent Inconsistent Reason: _____

PLANNING BOARD REPORT TO TOWN COUNCIL

Rezoning Case: 23CZ04 Castleberry Reserve PUD

Planning Board Meeting Date: July 10, 2023



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

Consistent Inconsistent Reason: _____

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

Consistent Inconsistent Reason: _____

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

Consistent Inconsistent Reason: _____

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

Consistent Inconsistent Reason: _____

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

Consistent Inconsistent Reason: _____

PLANNING BOARD REPORT TO TOWN COUNCIL

Rezoning Case: 23CZ04 Castleberry Reserve PUD

Planning Board Meeting Date: July 10, 2023



Planning Board Recommendation:

Motion: To recommend approval of the rezoning with added condition

Introduced by Planning Board member: Ryan Akers

Seconded by Planning Board member: Keith Braswell

Approval: the project is consistent with all applicable officially adopted plans and the applicable legislative considerations listed above.

Approval with conditions: the project is not consistent with all applicable officially adopted plans and/or the applicable legislative considerations as noted above, so the following conditions are recommended to be included in the project in order to make it fully consistent:

Condition to be worked out with staff to provide to Council to address the rural context section of Castleberry Road.

Denial: the project is not consistent with all applicable officially adopted plans and/or the applicable legislative considerations as noted above.

With 5 Planning Board Member(s) voting "aye"

With 3 Planning Board Member(s) voting "no"

Reasons for dissenting votes:

See attached from Reginald Skinner, Tina Sherman, and Sarah Soh.

This report reflects the recommendation of the Planning Board, this the 10th day of July 2023.

Attest:

Handwritten signature of Reginald Skinner

Reginald Skinner, Planning Board Chair

Dianne Khin

Digitally signed by Dianne Khin Date: 2023.07.10 18:45:21 -04'00'

Dianne Khin, Planning Director

PLANNING BOARD REPORT TO TOWN COUNCIL
Dissenting Member Comments



Planning Board Member Name: Sarah Soh

Meeting Date: 7/10/2023

Rezoning # 23CZ04

Long Range Plan amendment(s) _____

Other _____

Reason(s) for dissenting vote:

My reasons are aligned with the Township staff analysis, and additional listed below:

- neighboring new construction community homes are on larger size lots ranging from 1/3 acre to 1/2 acre plus with 4,000 to 6,000 sf size homes. Both areas "northern" and "southern" sites should be low density.

- additional new developments will need to be thoughtfully designed with the neighboring Jordan Lake environmental conditions and possible effects of water quality.

- larger buffers for at open space areas, esp. game lands area. This is a very active hunting area. Trucks park at American Tobacco Trail parking lot specifically for hunting. Hunting is part of the county/state culture, we are chipping at this open space area, hence taking a piece of culture away.

- insufficient space in schools. White Oak Elementary school was capped in February 2020. Children are bused to Davis Dr. which is heavily maximized as well. This is a huge concern for everyone in the catchment.

- traffic on Castleberry Road, which is currently a busy road. The proposed would add more traffic on this local "no outlet" road.

PLANNING BOARD REPORT TO TOWN COUNCIL

Dissenting Member Comments



Planning Board Member Name: Reginald Skinner

Meeting Date: 7/10/2023

Rezoning # 23C204

Long Range Plan amendment(s) _____

Other _____

Reason(s) for dissenting vote: It was not consistent with the 2045
Land use Plan.

PLANNING BOARD REPORT TO TOWN COUNCIL
Dissenting Member Comments



Planning Board Member Name: Tina Sherman

Meeting Date: 7/10/23

Rezoning # #23CZ04 Castleberry Reserve PUD

Long Range Plan amendment(s) _____

Other _____

Reason(s) for dissenting vote:

For all of the reasons why staff denied.

**STATEMENT OF TOWN COUNCIL AND ORDINANCE AMENDING THE OFFICIAL ZONING DISTRICT MAP OF THE TOWN OF APEX TO CHANGE THE ZONING OF APPROXIMATELY 89.90 ACRES LOCATED AT 8633, 8635, 8637, 8639, 8649, 8705, 8709, and 8717 CASTLEBERRY ROAD FROM WAKE COUNTY RESIDENTIAL-80W (R-80W) ZONING TO PLANNED UNIT DEVELOPMENT-CONDITIONAL ZONING (PUD-CZ)
#23CZ04**

WHEREAS, Matthew Carpenter, Parker Poe/Inspire Commercial, LLC and Jeff Roach, Peak Engineering, applicant (the "Applicant"), submitted a completed application for a conditional zoning on the 2nd day of February 2023 (the "Application"). The proposed conditional zoning is designated #23CZ04;

WHEREAS, the Planning Director for the Town of Apex, Dianne Khin, caused proper notice to be given (by publication and posting) of a public hearing on #23CZ04 before the Planning Board on the 10th day of July 2023;

WHEREAS, the Apex Planning Board held a public hearing on the 10th day of July 2023, gathered facts, received public comments and formulated a recommendation regarding the application for conditional zoning #23CZ04. A motion was made by the Apex Planning Board to recommend approval; the motion passed by a vote of 5 to 3 for the application for #23CZ04;

WHEREAS, pursuant to N.C.G.S. §160D-601 and Sec. 2.2.11.E of the Unified Development Ordinance, the Planning Director caused proper notice to be given (by publication and posting), of a public hearing on #23CZ04 before the Apex Town Council on the 8th day of August 2023;

WHEREAS, the Apex Town Council held a public hearing on the 8th day of August 2023 and the 12th day of September 2023. June Cowles, Senior Planner, presented the Planning Board's recommendation at the public hearing;

WHEREAS, all persons who desired to present information relevant to the application for #23CZ04 were allowed to present evidence at the public hearing before the Apex Town Council. No one who wanted to speak was turned away;

WHEREAS, the Apex Town Council finds that the approval of the rezoning is not consistent with the 2045 Land Use Map, and other adopted plans in that: the 2045 Land Use Map designates this area Rural Density Residential and approval of this rezoning will automatically amend the 2045 Land Use Map to Low Density Residential. This rezoning includes the zoning district Planned Unit Development-Conditional Zoning (PUD-CZ) with a maximum density of 1.65 units per acre. The rezoning to Planned Unit Development-Conditional Zoning (PUD-CZ) will provide the flexibility to accommodate the growth in population and infrastructure consistent with that contemplated by the 2045 Land Use Map.

WHEREAS, the Apex Town Council finds that the approval of the rezoning is reasonable and in the public interest in that: the Planned Unit Development-Conditional Zoning (PUD-CZ) rezoning includes the 450-foot buffer along the protected open space recommended by the North Carolina Wildlife Resources Commission and the Environmental Advisory Board, preserves 25% of the existing tree canopy, and two (2) affordable housing units. The rezoning is compatible with the surrounding neighborhood character, as it includes comparable lot sizes, lot widths, and setbacks. Furthermore, the PUD Plan includes off-site pedestrian improvements that will improve pedestrian safety along Castleberry Road and Wimberly Road and provide an improved connection to the American Tobacco Trail.

WHEREAS, the Apex Town Council by a vote of __ to __ approved Application #23CZ04 rezoning the subject properties located at 8633, 8635, 8637, 8639, 8649, 8705, 8709, and 8717 Castleberry Road from Wake County Residential-80W (R-80W) to Planned Unit Development-Conditional Zoning (PUD-CZ).

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

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

Ordinance Amending the Official Zoning District Map #23CZ04

Section 2: The Town of Apex Unified Development Ordinance, including the Town of Apex North Carolina Official Zoning District Map which is a part of said Ordinance, is hereby amended by changing the zoning classification of the "Rezoned Lands" from Wake County Residential -80W (R-80W) to Planned Unit Development-Conditional Zoning (PUD-CZ) District, subject to the conditions stated herein.

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

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

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

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

Motion by Council Member _____

Seconded by Council Member _____

With ____ Council Member(s) voting "aye."

With ____ Council Member(s) voting "no."

This the ____ day of _____ 2023.

TOWN OF APEX

Jacques K. Gilbert
Mayor

ATTEST:

Allen Coleman, CMC, NCCCC
Town Clerk

APPROVED AS TO FORM:

Town Attorney

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PUBLIC HEARING

Meeting Date: September 12, 2023

Item Details

Presenter(s): Dianne Khin, Director

Department(s): Planning

Requested Motion

Public Hearing and possible motion to adopt an Ordinance on the Question of Annexation - Apex Town Council's intent to annex 7.259 acres, Calyx Senior Living of Apex (Kobra LLC), Satellite Annexation No. 761 into the Town Corporate limits.

Approval Recommended?

Yes

Item Details

The annexation has been certified and a public hearing has been posted as required.

Attachments

- PH3-A1: Annexation Ordinance - Satellite Annexation No. 761
- PH3-A2: Public Hearing Notice - Satellite Annexation No. 761
- PH3-A3: Legal Description - Satellite Annexation No. 761
- PH3-A4: Plat Map - Satellite Annexation No. 761
- PH3-A5: Aerial Map - Satellite Annexation No. 761
- PH3-A6: Annexation Petition - Satellite Annexation No. 761





TOWN OF APEX, NORTH CAROLINA

Municipality No. 333

After recording, please return to: Town Clerk, Town of Apex, P.O. Box 250, Apex, NC 27502

ORDINANCE NO. 2023-
SATELLITE ANNEXATION PETITION NO. 761
Calyx Senior Living of Apex (Kobra LLC) – 7.259 acres

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS
OF THE TOWN OF APEX, NORTH CAROLINA
P.O. Box 250, Apex, North Carolina 27502

WHEREAS, the Apex Town Council has been petitioned under G.S.§160A-58.1, as amended, to annex the area described herein; and

WHEREAS, the Apex Town Council has by Resolution directed the Town Clerk to investigate the sufficiency of said petition; and

WHEREAS, the Town Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held at Apex Town Hall at 6:00 p.m. on September 12, 2023, after due notice by posting to the Town of Apex website, <http://www.apexnc.org/news/public-notices-legal-ads>; and

WHEREAS, the Apex Town Council finds that the area described therein meets the standards of G.S.§160A-58.1(b), to wit:

- a) The nearest point on the proposed satellite corporate limits is not more than three (3) miles from the corporate limits of the Town;
- b) No point on the proposed satellite corporate limits is closer to another municipality than to the Town;
- c) The area described is so situated that the Town will be able to provide the same services within the proposed satellite corporate limits that it provides within the primary corporate limits;

- d) No subdivision, as defined in G.S. 160A-376, will be fragmented by this proposed annexation;

WHEREAS, the Apex Town Council further finds that the petition has been signed by all the owners of real property in the area who are required by law to sign; and

WHEREAS, the Apex Town Council further finds that the petition is otherwise valid, and that the public health, safety and welfare of the Town and the area proposed for annexation will be best served by annexing the area described;

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

Section 1. By virtue of the authority granted by G.S. §160A-58.2, as amended, the described non-contiguous territory is hereby annexed and described in the attached property description and also shown as "Annexation Area" on the below identified survey plat is hereby annexed and made part of the Town of Apex, North Carolina, as of the date of adoption of this Ordinance on September 12, 2023. The survey plat that describes the annexed territory is that certain survey plat entitled "Satellite Annexation Map for the Town of Apex, Wake County, North Carolina, White Oak Township (PIN# 0732-19-6422, including right-of-way BM 2014 / 384-386 and DB 8739/1293), Land Surveyor dated July 26, 2023" and recorded in Book of Maps book number 2023 and page number _____, Wake County Registry.

Section 2. Upon and after the adoption of this ordinance, the territory described herein and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the Town of Apex, North Carolina, and shall be entitled to the same privileges and benefits as other parts of the Town of Apex. Said territory shall be subject to municipal taxes according to G.S. §160A-58.10, as amended.

Section 3. The Clerk of the Town of Apex, North Carolina shall cause to be recorded in the Office of the Register of Deeds of Wake County and in the Office of the Secretary of State at Raleigh, North Carolina and in the Office of the Wake County Board of Elections an accurate map of the annexed territory, described in Section 1 hereof, together with a duly certified copy of this Ordinance.

Adopted this the 12th day of September, 2023.

Jacques K. Gilbert
Mayor

ATTEST:

Allen L. Coleman, CMC, NCCCC
Town Clerk

APPROVED AS TO FORM:

Laurie L. Hohe
Town Attorney

Legal Description

ANNEXATION LEGAL DESCRIPTION

PARCEL OF LAND LOCATED IN WHITE OAK TOWNSHIP, WAKE COUNTY, NORTH CAROLINA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A NEW IRON PIPE HAVING NC GRID COORDINATES N: 729,334.62', E: 2,031,356.11' NAD 83/11 AS DETERMINED BY AN ACTUAL GPS SURVEY (COMBINED GRID FACTOR 0.9998686), SET IN THE NORTHERN RIGHT OF WAY OF DOMINIK COURT (SR 1600), SAID IRON PIPE MARKING THE SOUTHEAST CORNER OF THAT PROPERTY OWNED BY TOWN OF APEX (DEED BOOK 9991, PAGE 1308, BOOK OF MAPS 2002, PAGE 1467 LOT 1 WAKE COUNTY REGISTRY) AND SAID IRON PIPE BEING IN THE EXISTING TOWN OF APEX CORPORATE LIMITS; THENCE LEAVING THE NORTHERN RIGHT OF WAY OF DOMINIK COURT WITH THE TOWN OF APEX ALONG THE EXISTING TOWN OF APEX CORPORATE LIMITS THE FOLLOWING TWO (2) CALLS, 1) N 00° 31' 04" W 49.68' TO AN EXISTING IRON PIPE, 2) N 62° 31' 07" W 69.95' TO AN EXISTING IRON PIPE, SAID IRON PIPE BEING IN THE EASTERN LINE OF THAT PROPERTY OWNED BY ROY B. MILLER (DEED BOOK 2799, PAGE 154 WAKE COUNTY REGISTRY); THENCE LEAVING THE EXISTING TOWN OF APEX CORPORATE LIMITS WITH THE EASTERN LINE OF ROY B. MILLER AND PROCEEDING ALONG THE NEW TOWN OF APEX CORPORATE LIMITS N 00°

29' 33" W 235.19' TO AN EXISTING IRON PIPE, SAID IRON PIPE BEING IN THE SOUTHERN RIGHT OF WAY OF JENKS ROAD (SR 1601); THENCE WITH THE SOUTHERN RIGHT OF WAY OF JENKS ROAD THE FOLLOWING THREE (3) CALLS, 1) S 76° 38' 59" E 59.32' TO AN EXISTING RIGHT OF WAY DISK, 2) A CURVE TO THE LEFT HAVING ARC LENGTH 357.06', RADIUS OF 2080.00', CHORD BEARING AND DISTANCE OF S 86° 35' 18" E 356.62' TO A CALCULATED POINT, SAID CALCULATED POINT BEING IN THE EXISTING TOWN OF APEX CORPORATE LIMITS, 3) PROCEEDING ALONG THE NEW TOWN OF APEX CORPORATE LIMITS A CURVE TO THE LEFT HAVING ARC LENGTH 106.41', RADIUS OF 2080.00', CHORD BEARING AND DISTANCE OF N 87° 01' 42" E 106.39' TO AN EXISTING RIGHT OF WAY DISK, 2) S 81° 56' 11" E

131.39' TO AN EXISTING RIGHT OF WAY DISK, SAID RIGHT OF WAY DISK BEING IN THE WESTERN RIGHT OF WAY OF NC 540; THENCE WITH THE WESTERN RIGHT OF

WAY OF NC 540 AND CONTINUING ALONG THE NEW TOWN OF APEX CORPORATE LIMITS THE FOLLOWING TWO (2) CALLS, 1) S 09° 16' 09" W 304.14' TO AN EXISTING RIGHT OF WAY DISK, 2) S 05° 37' 20" W

110.33' TO AN EXISTING RIGHT OF WAY DISK IN THE WESTERN RIGHT OF WAY OF NC 540 AND THE NORTHERN RIGHT OF WAY OF DOMINIK COURT; THENCE WITH THE NORTHERN RIGHT OF WAY OF DOMINIK COURT AND CONTINUING ALONG THE NEW TOWN OF APEX CORPORATE LIMITS S 74° 18' 12" W 168.90' TO AN EXISTING RIGHT OF WAY DISK; THENCE LEAVING THE NORTHERN RIGHT OF WAY OF DOMINIK COURT AND CONTINUING ALONG THE NEW TOWN OF APEX CORPORATE LIMITS S 27° 16' 47" W 30.00' TO A

CALCULATED POINT IN THE CENTERLINE OF DOMINIK COURT; THENCE WITH THE CENTERLINE OF DOMINIK COURT AND CONTINUING ALONG THE NEW TOWN OF APEX CORPORATE LIMITS THE FOLLOWING TWO (2) CALLS, 1) N 62° 43' 13" W 231.75' TO A CALCULATED POINT, 2) N 62° 58' 48" W 176.12' TO A CALCULATED POINT; THENCE LEAVING THE CENTERLINE OF DOMINIK COURT AND CONTINUING ALONG THE NEW TOWN OF APEX CORPORATE LIMITS THE FOLLOWING TWO (2) CALLS, 1) N 27° 01' 11" E 29.72'

TO A CALCULATED POINT, 2) N 00° 31' 04" W 0.32' BACK TO THE POINT AND PLACE OF BEGINNING, CONTAINING 5.459 ACRES OR 0.0085 SQUARE MILES MORE OR LESS.

AREA IN RIGHT OF WAY

BEGINNING AT AN EXISTING IRON PIPE, SAID IRON PIPE BEING IN THE SOUTHERN RIGHT OF WAY OF JENKS ROAD (SR 1601); THENCE LEAVING THE SOUTHERN RIGHT OF WAY OF JENKS ROAD ALONG AND WITH THE NEW TOWN OF APEX CORPORATE LIMITS N 00° 29' 33" W 156.71' TO A CALCULATED POINT IN THE NORTHERN RIGHT OF WAY OF JENKS ROAD; SAID CALCULATED POINT BEING IN THE EXISTING TOWN OF APEX CORPORATE LIMITS; THENCE WITH THE NORTHERN RIGHT OF WAY OF JENKS ROAD AND PROCEEDING ALONG THE EXISTING TOWN OF APEX CORPORATE LIMITS THE FOLLOWING TWO (2) CALLS, 1) S 81° 40' 19" E 83.30' TO A CALCULATED POINT, 2) A CURVE TO THE LEFT HAVING ARC LENGTH 331.31', RADIUS OF 1920.00', CHORD BEARING AND DISTANCE OF S 86° 36' 51" E 330.81' TO A CALCULATED POINT; THENCE LEAVING THE NORTHERN RIGHT OF WAY OF JENKS ROAD AND THE EXISTING TOWN OF APEX CORPORATE LIMITS PROCEEDING ALONG THE NEW TOWN OF APEX CORPORATE LIMITS S 00° 51' 25" E 160.04' TO A CALCULATED POINT, SAID CALCULATED POINT BEING IN THE SOUTHERN RIGHT OF WAY OF JENKS ROAD; THENCE ALONG AND WITH THE

SOUTHERN RIGHT OF WAY OF JENKS ROAD THE FOLLOWING TWO (2) CALLS, 1) A CURVE TO THE RIGHT HAVING ARC LENGTH 357.06', RADIUS OF 2080.00', CHORD BEARING AND DISTANCE OF N 86° 35' 18" W 356.62' TO AN EXISTING RIGHT OF WAY DISK, 2) N 76° 38' 59" W 59.32' BACK TO THE POINT AND PLACE OF BEGINNING, CONTAINING 1.800 ACRES OR 0.028 SQUARE MILES MORE OR LESS

AS SHOWN ON PLAT ENTITLED "SATELLITE ANNEXATION MAP FOR THE TOWN OF APEX", PROPERTY AS DESCRIBED IN DEED BOOK 8739 PAGE 1293 WAKE COUNTY REGISTRY, STANDING IN THE NAME OF KOBRA LLC., BY THOMAS A. TELLUP, PLS, SUMMIT DESIGN AND ENGINEERING SERVICES PROJECT 22-0086, DATED APRIL 28, 2023, TO WHICH PLAT REFERENCE IS HEREBY MADE FOR A MORE PARTICULAR DESCRIPTION OF SAME.

STATE OF NORTH CAROLINA

COUNTY OF WAKE

CLERK'S CERTIFICATION

I, Allen L. Coleman, Town Clerk, Town of Apex, North Carolina, do hereby certify the foregoing is a true and correct copy of Satellite Annexation Ordinance No. 2023-_____, adopted at a meeting of the Town Council, on the 12th day of September, 2023, the original of which will be on file in the Office of the Town Clerk of Apex, North Carolina.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official Seal of the Town of Apex, North Carolina, this the 12th day of September, 2023.

Allen L. Coleman, CMC, NCCCC
Town Clerk

(SEAL



"The Peak of Good Living"

OFFICE OF THE TOWN CLERK

TOWN OF APEX NORTH CAROLINA

Media Contact:

Allen Coleman, Town Clerk to the Apex Town Council

FOR IMMEDIATE RELEASE

PUBLIC NOTICE – PUBLIC HEARING

APEX, N.C. (August 30, 2023) – The Town Council of Apex, North Carolina has scheduled a Public Hearing to be held at **6:00 p.m.** at Apex Town Hall, 73 Hunter Street, on the **12th day of September, 2023**, on the question of annexation of the following property requested by petition filed pursuant to G.S. 160A-31:

Annexation Petition No. 761 Calyx Senior Living of Apex (Kobra LLC) – 7.259 acres





"The Peak of Good Living"

OFFICE OF THE TOWN CLERK

TOWN OF APEX NORTH CAROLINA

Residents may submit written comments to the Town Council with attention marked to the Town Clerk Allen Coleman; P.O. Box 250; Apex, NC 27502 or by email at public public.hearing@apexnc.org. Please use subject line "Annexation Petition No. 761" and include your first and last name, your address, and your phone number in your written statements. Written comments will be accepted until 3:00 PM on Tuesday, September 12, 2023.

Members of the public can access and view the meeting on the Town's YouTube Channel <https://www.youtube.com/c/TownofApexGov> or attend in-person.

Anyone needing special accommodations to attend this meeting and/or if this information is needed in an alternative format, please contact the Town Clerk's Office. The Town Clerk is located at 73 Hunter Street in Apex Town Hall on the 2nd Floor, (email) allen.coleman@apexnc.org or (phone) 919-249-1260. We request at least 48 hours' notice prior to the meeting to make the appropriate arrangements.

Questions should be directed to the Town Clerk's Office.

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ANNEXATION LEGAL DESCRIPTION

PARCEL OF LAND LOCATED IN WHITE OAK TOWNSHIP, WAKE COUNTY, NORTH CAROLINA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A NEW IRON PIPE HAVING NC GRID COORDINATES N: 729,334.62', E: 2,031,356.11' NAD 83/11 AS DETERMINED BY AN ACTUAL GPS SURVEY (COMBINED GRID FACTOR 0.9998686), SET IN THE NORTHERN RIGHT OF WAY OF DOMINIK COURT (SR 1600), SAID IRON PIPE MARKING THE SOUTHEAST CORNER OF THAT PROPERTY OWNED BY TOWN OF APEX (DEED BOOK 9991, PAGE 1308, BOOK OF MAPS 2002, PAGE 1467 LOT 1 WAKE COUNTY REGISTRY) AND SAID IRON PIPE BEING IN THE EXISTING TOWN OF APEX CORPORATE LIMITS; THENCE LEAVING THE NORTHERN RIGHT OF WAY OF DOMINIK COURT WITH THE TOWN OF APEX ALONG THE EXISTING TOWN OF APEX CORPORATE LIMITS THE FOLLOWING TWO (2) CALLS, 1) N 00° 31' 04" W 49.68' TO AN EXISTING IRON PIPE, 2) N 62° 31' 07" W 69.95' TO AN EXISTING IRON PIPE, SAID IRON PIPE BEING IN THE EASTERN LINE OF THAT PROPERTY OWNED BY ROY B. MILLER (DEED BOOK 2799, PAGE 154 WAKE COUNTY REGISTRY); THENCE LEAVING THE EXISTING TOWN OF APEX CORPORATE LIMITS WITH THE EASTERN LINE OF ROY B. MILLER AND PROCEEDING ALONG THE NEW TOWN OF APEX CORPORATE LIMITS N 00° 29' 33" W 235.19' TO AN EXISTING IRON PIPE, SAID IRON PIPE BEING IN THE SOUTHERN RIGHT OF WAY OF JENKS ROAD (SR 1601); THENCE WITH THE SOUTHERN RIGHT OF WAY OF JENKS ROAD THE FOLLOWING THREE (3) CALLS, 1) S 76° 38' 59" E 59.32' TO AN EXISTING RIGHT OF WAY DISK, 2) A CURVE TO THE LEFT HAVING ARC LENGTH 357.06', RADIUS OF 2080.00', CHORD BEARING AND DISTANCE OF S 86° 35' 18" E 356.62' TO A CALCULATED POINT, SAID CALCULATED POINT BEING IN THE EXISTING TOWN OF APEX CORPORATE LIMITS, 3) PROCEEDING ALONG THE NEW TOWN OF APEX CORPORATE LIMITS A CURVE TO THE LEFT HAVING ARC LENGTH 106.41', RADIUS OF 2080.00', CHORD BEARING AND DISTANCE OF N 87° 01' 42" E 106.39' TO AN EXISTING RIGHT OF WAY DISK, 2) S 81° 56' 11" E 131.39' TO AN EXISTING RIGHT OF WAY DISK, SAID RIGHT OF WAY DISK BEING IN THE WESTERN RIGHT OF WAY OF NC 540; THENCE WITH THE WESTERN RIGHT OF WAY OF NC 540 AND CONTINUING ALONG THE NEW TOWN OF APEX CORPORATE LIMITS THE FOLLOWING TWO (2) CALLS, 1) S 09° 16' 09" W 304.14' TO AN EXISTING RIGHT OF WAY DISK, 2) S 05° 37' 20" W 110.33' TO AN EXISTING RIGHT OF WAY DISK IN THE WESTERN RIGHT OF WAY OF NC 540 AND THE NORTHERN RIGHT OF WAY OF DOMINIK COURT; THENCE WITH THE NORTHERN RIGHT OF WAY OF DOMINIK COURT AND CONTINUING ALONG THE NEW TOWN OF APEX CORPORATE LIMITS S 74° 18' 12" W 168.90' TO AN EXISTING RIGHT OF WAY DISK; THENCE LEAVING THE NORTHERN RIGHT OF WAY OF DOMINIK COURT AND CONTINUING ALONG THE NEW TOWN OF APEX CORPORATE LIMITS S 27° 16' 47" W 30.00' TO A

CALCULATED POINT IN THE CENTERLINE OF DOMINIK COURT; THENCE WITH THE CENTERLINE OF DOMINIK COURT AND CONTINUING ALONG THE NEW TOWN OF APEX CORPORATE LIMITS THE FOLLOWING TWO (2) CALLS, 1) N 62° 43' 13" W 231.75' TO A CALCULATED POINT, 2) N 62° 58' 48" W 176.12' TO A CALCULATED POINT; THENCE LEAVING THE CENTERLINE OF DOMINIK COURT AND CONTINUING ALONG THE NEW TOWN OF APEX CORPORATE LIMITS THE FOLLOWING TWO (2) CALLS, 1) N 27° 01' 11" E 29.72' TO A CALCULATED POINT, 2) N 00° 31' 04" W 0.32' BACK TO THE POINT AND PLACE OF BEGINNING, CONTAINING 5.459 ACRES OR 0.0085 SQUARE MILES MORE OR LESS.

AREA IN RIGHT OF WAY

BEGINNING AT AN EXISTING IRON PIPE, SAID IRON PIPE BEING IN THE SOUTHERN RIGHT OF WAY OF JENKS ROAD (SR 1601); THENCE LEAVING THE SOUTHERN RIGHT OF WAY OF JENKS ROAD ALONG AND WITH THE NEW TOWN OF APEX CORPORATE LIMITS N 00° 29' 33" W 156.71' TO A CALCULATED POINT IN THE NORTHERN RIGHT OF WAY OF JENKS ROAD; SAID CALCULATED POINT BEING IN THE EXISTING TOWN OF APEX CORPORATE LIMITS; THENCE WITH THE NORTHERN RIGHT OF WAY OF JENKS ROAD AND PROCEEDING ALONG THE EXISTING TOWN OF APEX CORPORATE LIMITS THE FOLLOWING TWO (2) CALLS, 1) S 81° 40' 19" E 83.30' TO A CALCULATED POINT, 2) A CURVE TO THE LEFT HAVING ARC LENGTH 331.31', RADIUS OF 1920.00', CHORD BEARING AND DISTANCE OF S 86° 36' 51" E 330.81' TO A CALCULATED POINT; THENCE LEAVING THE NORTHERN RIGHT OF WAY OF JENKS ROAD AND THE EXISTING TOWN OF APEX CORPORATE LIMITS PROCEEDING ALONG THE NEW TOWN OF APEX CORPORATE LIMITS S 00° 51' 25" E 160.04' TO A CALCULATED POINT, SAID CALCULATED POINT BEING IN THE SOUTHERN RIGHT OF WAY OF JENKS ROAD; THENCE ALONG AND WITH THE SOUTHERN RIGHT OF WAY OF JENKS ROAD THE FOLLOWING TWO (2) CALLS, 1) A CURVE TO THE RIGHT HAVING ARC LENGTH 357.06', RADIUS OF 2080.00', CHORD BEARING AND DISTANCE OF N 86° 35' 18" W 356.62' TO AN EXISTING RIGHT OF WAY DISK, 2) N 76° 38' 59" W 59.32' BACK TO THE POINT AND PLACE OF BEGINNING, CONTAINING 1.800 ACRES OR 0.028 SQUARE MILES MORE OR LESS

AS SHOWN ON PLAT ENTITLED "SATELLITE ANNEXATION MAP FOR THE TOWN OF APEX", PROPERTY AS DESCRIBED IN DEED BOOK 8739 PAGE 1293 WAKE COUNTY REGISTRY, STANDING IN THE NAME OF KOBRA LLC., BY THOMAS A. TELLUP, PLS, SUMMIT DESIGN AND ENGINEERING SERVICES PROJECT 22-0086, DATED APRIL 28, 2023, TO WHICH PLAT REFERENCE IS HEREBY MADE FOR A MORE PARTICULAR DESCRIPTION OF SAME.

SYMBOL LEGEND	
⊙	EXISTING IRON PIPE
⊙	EXISTING IRON ROD
■	EXISTING CONCRETE MONUMENT
⊙	IRON PIN SET
⊙	BENCHMARK
⊙	CONIFEROUS TREE
⊙	DECIDUOUS TREE
⊙	BOLLARD
⊙	SIGN
⊙	SANITARY CLEANOUT
⊙	SANITARY MANHOLE
⊙	FLARED END SECTION
⊙	STORM INLET
⊙	STORM MANHOLE
⊙	ELECTRIC BOX
⊙	GUY WIRE ANCHOR
⊙	LIGHT POLE
⊙	YARD LIGHT
⊙	POWER POLE
⊙	GAS METER
⊙	GAS VALVE
⊙	TELEPHONE BOX
⊙	FIRE HYDRANT
⊙	WATER METER
⊙	WATER VALVE
⊙	BACK FLOW PREVENTER
⊙	HANDICAP PARKING
⊙	PVC POLYVINYL CHLORIDE PIPE
⊙	RCP REINFORCED CONCRETE PIPE
⊙	DIP DUCTILE IRON PIPE
⊙	C&G CURB AND GUTTER
⊙	INV INVERT
⊙	ELEV ELEVATION
⊙	FFE FINISHED FLOOR ELEVATION

LINE LEGEND	
—	WATER LINE
—	OVERHEAD ELECTRIC LINE
—	SANITARY LINE
—	GAS LINE
—	PROPERTY LINE
—	LINE NOT SURVEYED
—	RIGHT OF WAY LINE
—	EXISTING STORM PIPE
—	EXISTING TREE LINE

NOTE "A"
EXISTING PHYSICAL CONDITIONS AND EASEMENTS NOT SHOWN.

NOTE "B"
THIS MAP PREPARED FOR THE SOLE PURPOSE TO ANNEX A MUNICIPAL BOUNDARY. THIS MAP IS NOT A RECOMBINATION SURVEY MAP. THIS MAP SHOULD NOT BE USED TO TRANSFER ANY PROPERTY SHOWN HEREON.

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

NOTE "D"
SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT EXAMINED OR CONSIDERED DURING THIS SURVEY. ALL BUILDINGS, SURFACE AND SUBSURFACE IMPROVEMENTS ON AND ADJACENT TO THE SITE ARE NOT NECESSARILY SHOWN HEREON. NO STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND CONTAINERS WHICH MAY AFFECT THE USE OF THIS TRACT.

NOTE "E"
THE LOCATION OF UNDERGROUND UTILITIES AS SHOWN ARE BASED ON VISIBLE EVIDENCE AND DRAWINGS PROVIDED TO THE SURVEYOR. LOCATION OF UNDERGROUND UTILITIES AND STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON, AND ADDITIONAL BURIED UTILITIES MAY EXIST. CONTACT THE APPROPRIATE UTILITY COMPANIES FOR INFORMATION REGARDING BURIED UTILITIES.

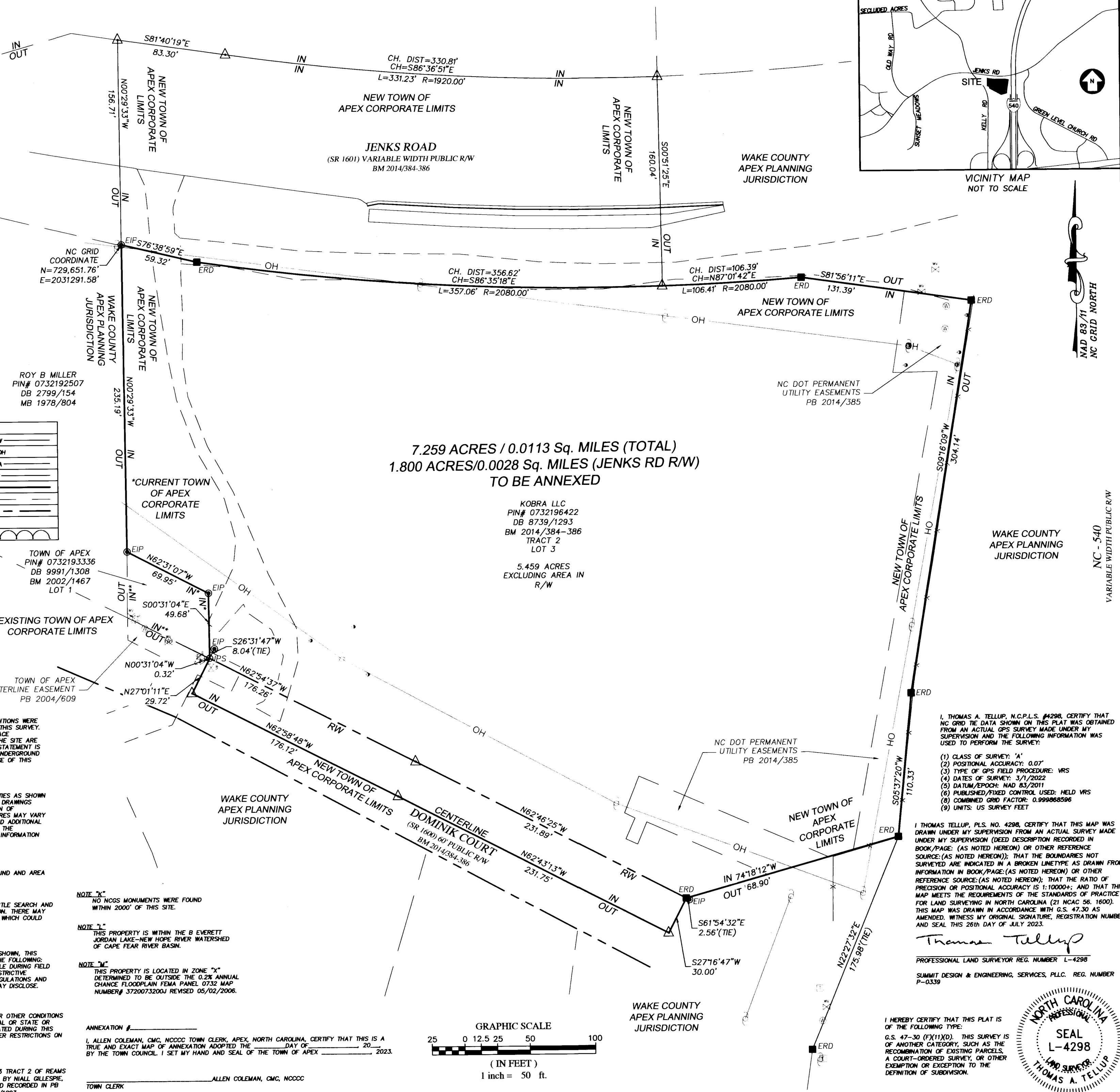
NOTE "F"
ALL DISTANCES ARE HORIZONTAL GROUND AND AREA BY COORDINATE COMPUTATION.

NOTE "G"
THIS SURVEY WAS DONE WITHOUT A TITLE SEARCH AND IS BASED ON REFERENCED INFORMATION. THERE MAY EXIST OTHER DOCUMENTS OF RECORD WHICH COULD AFFECT THIS PROPERTY.

NOTE "H"
EXCEPT AS SPECIFICALLY STATED OR SHOWN, THIS SURVEY DOES NOT REPORT ANY OF THE FOLLOWING: EASEMENTS, OTHER THAN THOSE VISIBLE DURING FIELD EXAMINATION, BUILDING SETBACKS, RESTRICTIVE COVENANTS, ZONING OR LAND USE REGULATIONS AND ANY FACTS WHICH A TITLE SEARCH MAY DISCLOSE.

NOTE "I"
WETLANDS, JURISDICTIONAL WATERS OR OTHER CONDITIONS WHICH MAY BE REGULATED BY FEDERAL OR STATE OR LOCAL AGENCIES WERE NOT INVESTIGATED DURING THIS SURVEY. RIPARIAN BUFFERS AND OTHER RESTRICTIONS ON DEVELOPMENT MAY BE REQUIRED.

NOTE "J"
SEE PLATS:
"BOUNDARY SURVEY OF LOTS 1, 2, & 3 TRACT 2 OF REAMS FARM & NC HWY 540 RIGHT OF WAY" BY NIALI GILLESPIE, LS-2629, DATED MARCH 17, 2014 AND RECORDED IN PB 2014 PAGES 384-386, AND DB 8739/1293.



ROY B MILLER
PIN# 0732192507
DB 2799/154
MB 1978/804

KOBRA LLC
PIN# 0732196422
DB 8739/1293
BM 2014/384-386
TRACT 2
LOT 3

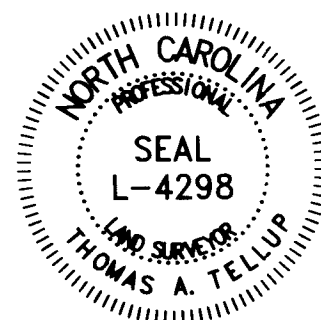
5.459 ACRES
EXCLUDING AREA IN
R/W

I, THOMAS A. TELLUP, N.C.P.L.S. #4998, CERTIFY THAT NC GRID DATA SHOWN ON THIS PLAT WAS OBTAINED FROM AN ACTUAL GPS SURVEY MADE UNDER MY SUPERVISION AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE SURVEY:

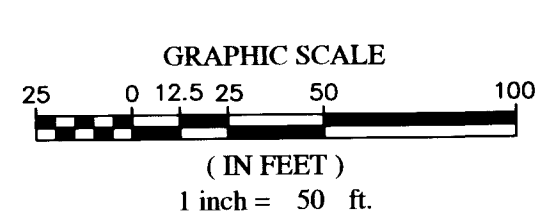
- (1) CLASS OF SURVEY: "A"
- (2) POSITIONAL ACCURACY: 0.07'
- (3) TYPE OF GPS FIELD PROCEDURE: VRS
- (4) DATES OF SURVEY: 3/1/2022
- (5) DATUM/EPOCH: NAD 83/2011
- (6) PUBLISHED/FIXED CONTROL USED: HELD VRS
- (7) COMBINED GRID FACTOR: 0.999986586
- (8) UNITS: US SURVEY FEET

I, THOMAS TELLUP, P.L.S. NO. 4298, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK/PAGE: (AS NOTED HEREON) OR OTHER REFERENCE SOURCE: (AS NOTED HEREON)); THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED IN A BROKEN LINETYPE AS DRAWN FROM INFORMATION IN BOOK/PAGE: (AS NOTED HEREON) OR OTHER REFERENCE SOURCE: (AS NOTED HEREON); THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY IS 1:10000+; AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56.1600). THIS MAP WAS DRAWN IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 26th DAY OF JULY 2023.

Thomas Tellup
PROFESSIONAL LAND SURVEYOR REG. NUMBER L-4298
SUMMIT DESIGN & ENGINEERING SERVICES, PLLC. REG. NUMBER P-0339



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



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SUMMIT DESIGN AND
ENGINEERING SERVICES

DRAWING ALTERATION
IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS
ACTING UNDER THE DIRECTION OF LICENSED
ARCHITECT, PROFESSIONAL ENGINEER, LANDSCAPE
ARCHITECT, OR LAND SURVEYOR TO ALTER ANY ITEM
ON THIS DOCUMENT IN ANY WAY. ANY LICENSEE WHO
ALTERS THIS DOCUMENT IS REQUIRED BY LAW TO
AFFIX HIS OR HER SEAL AND THE NOTATION "ALTERED
BY FOLLOWED BY HIS OR HER SIGNATURE AND
SPECIFIC DESCRIPTION OF THE ALTERATIONS."

SUMMIT
DESIGN AND ENGINEERING SERVICES

License #: P-0339
320 Executive Court
Hillsborough, NC 27278-8551
Voice: (919) 732-3883 Fax: (919) 732-6676
www.summitde.net

SATELLITE ANNEXATION MAP for the
TOWN OF APEX

WHITE OAK TWP., WAKE CO., NORTH CAROLINA
FIELD WORK PERFORMED MARCH 9, 2022
PROPERTY AS DESCRIBED IN DEED BOOK 8739 PAGE 1293
STANDING IN THE NAME OF
KOBRA LLC

SURVEY PROJECT MGR: TT	DRAWN BY: JRW	CHECKED BY: TT
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PROJECT NO.
22-0086
DRAWING NO.
22-0086_ANNEX



Annexation #761

PETITION FOR VOLUNTARY ANNEXATION
Town of Apex, North Carolina



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

ANNEXATION FEE: \$200.00

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

HARD COPY SUBMITTAL REQUIREMENTS:

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

ELECTRONIC SUBMITTAL REQUIREMENTS: [IDT Plans](#)

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

REVIEW AND APPROVAL PROCESS:

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

FOR WELL AND/OR SEPTIC FAILURES:

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

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

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

PETITION FOR VOLUNTARY ANNEXATION

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

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

TO THE TOWN COUNCIL APEX, NORTH CAROLINA

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

OWNER INFORMATION

Kobra, LLC	0732-19-6422
Owner Name (Please Print)	Property PIN or Deed Book & Page #
919-377-8066	srjewett54@gmail.com
Phone	E-mail Address
Owner Name (Please Print)	Property PIN or Deed Book & Page #
Phone	E-mail Address
Owner Name (Please Print)	Property PIN or Deed Book & Page #
Phone	E-mail Address

SURVEYOR INFORMATION

Surveyor: Summit Engineering
 Phone: 919-732-3883 Fax: 919-732-6676
 E-mail Address: don.sever@summitde.com

ANNEXATION SUMMARY CHART

Property Information	Reason(s) for annexation (select all that apply)
Total Acreage to be annexed: <u>7.259</u> 5.46	Need water service due to well failure <input type="checkbox"/>
Population of acreage to be annexed: <u>n/a</u>	Need sewer service due to septic system failure <input type="checkbox"/>
Existing # of housing units: <u>n/a</u>	Water service (new construction) <input checked="" type="checkbox"/>
Proposed # of housing units: <u>1 ALF</u>	Sewer service (new construction) <input checked="" type="checkbox"/>
Zoning District*: <u>PUD-CZ</u>	Receive Town Services <input checked="" type="checkbox"/>

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

PETITION FOR VOLUNTARY ANNEXATION

Application #: _____

Submittal Date: _____

COMPLETE IF SIGNED BY INDIVIDUALS:

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

Please Print

Signature

Please Print

Signature

Please Print

Signature

Please Print

Signature

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

Notary Public

SEAL

My Commission Expires: _____

COMPLETE IF A CORPORATION:

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

Corporate Name _____

SEAL

By: _____

Attest:

President (Signature)

Secretary (Signature)

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

Notary Public

SEAL

My Commission Expires: _____

PETITION FOR VOLUNTARY ANNEXATION

Application #: _____ Submittal Date: _____

COMPLETE IF IN A LIMITED LIABILITY COMPANY

In witness whereof, Kobra, 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 8 day of August, 2023.

Name of Limited Liability Company Kobra, LLC,

By: X Susan R. [Signature]
Signature of Member/Manager

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Sandra Martin Clark, a Notary Public for the above State and County, this the 8th day of August, 2023.

Sandra Martin Clark
Notary Public

SEAL



My Commission Expires: 1-26-23

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: September 12, 2023

Item Details

Presenter(s): Dianne Khin, Director

Department(s): Planning

Requested Motion

Public Hearing and possible motion to adopt Ordinance on the Question of Annexation - Apex Town Council's intent to annex 29.4692 acres, The Summit (formerly known as (FKA) Holland Road Mixed Use, Annexation No. 762 into the Town Corporate limits.

Approval Recommended?

Yes

Item Details

The annexation has been certified and a public hearing has been posted as required.

Attachments

- PH4-A1: Ordinance - Annexation No. 762
- PH4-A2: Public Hearing Notice - Annexation No. 762
- PH4-A3: Legal Description - Annexation No. 762
- PH4-A4: Aerial Map - Annexation No. 762
- PH4-A5: Plat Map - Annexation No. 762
- PH4-A6: Annexation Petition - Annexation No. 762





TOWN OF APEX, NORTH CAROLINA

Municipality No. 333

After recording, please return to: Town Clerk, Town of Apex, P.O. Box 250, Apex, NC 27502

ORDINANCE NO. 2023-
ANNEXATION PETITION NO. 762
The Summit (FKA Holland Road Mixed Use) - 29.4692 acres

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS
OF THE TOWN OF APEX, NORTH CAROLINA
P.O. Box 250, Apex, North Carolina 27502

WHEREAS, the Apex Town Council has been petitioned under G.S.§160A-31, as amended, to annex the area described herein; and

WHEREAS, the Apex Town Council has by Resolution directed the Town Clerk to investigate the sufficiency of said petition; and

WHEREAS, the Town Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held at Apex Town Hall at 6:00 p.m. on September 12, 2023, after due notice by posting to the Town of Apex website, <http://www.apexnc.org/news/public-notice-legal-ads>; and

WHEREAS, the Apex Town Council does hereby find as a fact that said petition meets the requirements of G.S.§160A-31, as amended.

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

Section 1. By virtue of the authority granted by G.S.§160A-31, as amended, the territory described in the attached property description and also shown as "Annexation Area" on the below identified survey plat is hereby annexed and made part of the Town of Apex, North Carolina, as of the date of adoption of this Ordinance on September 12, 2023. The survey plat that describes the annexed territory is that certain survey plat entitled "Annexation Map for the Town of Apex, Wake County, North Carolina, Buckhorn Township (PIN#: see survey map), Land Surveyor dated May 31st, 2023" and recorded in Book of Maps book number 2023 and page number [REDACTED], Wake County Registry.

Section 2. Upon and after the adoption of this ordinance, the territory described herein and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the Town of Apex, North Carolina, and shall be entitled to the same privileges and benefits as other parts of the Town of Apex. Said territory shall be subject to municipal taxes according to G.S.§160A-58.10, as amended.

Section 3. The Clerk of the Town of Apex, North Carolina shall cause to be recorded in the Office of the Register of Deeds of Wake County and in the Office of the Secretary of State at Raleigh, North Carolina and in the Office of the Wake County Board of Elections an accurate map of the annexed territory, described in Section 1 hereof, together with a duly certified copy of this Ordinance.

Adopted this the 12th day of September, 2023.

Jacques K. Gilbert
Mayor

ATTEST:

Allen L. Coleman, CMC, NCCCC
Town Clerk

APPROVED AS TO FORM:

Laurie L. Hohe
Town Attorney

Legal Description

Annexation Legal Description for REID:0193211, 0087601, 0334537, 0160076, 0070103, 0160074 & 0197638

All those certain parcels of land, situated in Apex, Buckhorn Township Wake County, North Carolina, being known as REID:0193211, 0087601, 0334537, 0160076, 0070103, 0160074 & 0197638, Wake

County Records, and being more particularly described as follows:

Commencing at a 3/4" Iron Pipe found at the Western Property Corner of Shelba W Clem, Diane P Williams & Lisa W Krummel (REID: 0193211, DB 16078, Pg 788) and Eastern Right of Way of Humie Olive Road (SR-1142), Wake County records and being designated as the Point of Commencement as shown on map made by Bateman Civil Survey Company, dated 5/9/2023 and entitled "Annexation Map for the Town of Apex" Buckhorn Township, Wake County, Apex, North Carolina, REID:0193211, 0087601, 0334537, 0160076, 0070103, 0160074 & 0197638 ", having State Plane Coordinates N:709673.02, E:2028829.01; Thence S88°19'24"E, 384.60' to a Point, Said Point being the Point of Beginning having State Plane Coordinates N:709661.77, E:2029213.45; Thence S88°19'24"E, 339.43' to a 1/2" Bent Iron Pipe found in a tree at the Northeast Property Corner of RIED:0193211; thence S88°18'19"E, 125.81' to a 2" Iron Pipe found at the Southeast Property Corner of RIED:0296869; thence N05°08'57"E, 754.01' to a

1/2" Iron Pipe Found at the Northwest Property Corner of REID:0160074; thence N05°08'57"E, 237.74' to a 1/2" Iron Pipe Found at the Northwest Property Corner of REID:0087601 Shown as 'Control Corner' on said Map; thence S88°41'36"E, 630.83' to a 1/2" Iron Pipe Found at the Southeast Property Corner of REID:0427358; thence S88°22'38"E, 318.67' to a Point on the Western Right of Way of Holland Road (SR-1149); thence along the Western Right of Way of Holland Road (SR-1149) S16°36'59"W, 29.83' to a Point; thence along the Western Right of Way of Holland Road (SR-1149) S14°47'09"W, 57.10' to a Point; thence along the Western Right of Way of Holland Road (SR-1149) S13°34'48"W, 58.46' to a Point; thence along the Western Right of Way of Holland Road (SR-1149) S12°15'11"W, 59.64' to a Point; thence along the Western Right of Way of Holland Road (SR-1149) S10°51'46"W, 57.69' to a Point; thence along the Western Right of Way of Holland Road (SR-1149) S10°06'24"W, 56.38' to a Point; thence to the Western Right of Way of Holland Road (SR-1149) S09°41'43"W, 68.40' to a Point; thence along the Western Right of Way of Holland Road (SR-1149) S09°41'43"W, 228.74' to a Point; thence along the Western Right of Way of Holland Road (SR-1149) S09°46'21"W, 98.04' to a Point; thence along the Western Right of Way of Holland Road (SR-1149) S09°44'05"W, 30.03' to a Point; thence along the Western Right of Way of Holland Road (SR-1149) S09°56'33"W, 62.62' to an Point; thence along the Western Right of Way of Holland Road (SR-1149) S10°27'07"W, 140.48' to a 3/4" Iron Pipe Found; thence along the Western Right of Way of Holland Road (SR-1149) S84°27'46"E, 7.97' to a 3/4" Iron Pipe Found; thence along the Western Right of Way of Holland Road (SR-1149) S13°06'20"W, 161.42' to a Point being on the Western Right of Way of Holland Road (SR-1149) and Northern Right of Way of Old US-1 Highway (SR-1011); thence along the Northern Right of Way of Old US-1 Highway (SR-1011) S71°01'04"W, 194.85' to a Point; thence along the Northern Right of Way of Old US-1 Highway (SR-1011) S02°07'36"W, 5.36' to a 2" Crimp Top Iron Pipe Found; thence along the Northern Right of Way of Old US-1 Highway (SR-1011) S71°12'43"W, 609.79' to a Existing Railroad Spike Found on the Eastern Right of Way of Humie Olive Road (SR-1142) and Northern Right of Way of Old US-1 Highway (SR-1011); thence along the Eastern Right of Way of Humie Olive Road (SR-

1142) N65°06'16"W, 365.03' to a ½" Iron Pipe in a Tree Found; thence along the Eastern Right of Way of Humie Olive Road (SR-1142) N65°04'49"W, 28.91' to a ¾" Iron Pipe Found; thence along the Eastern Right of Way of Humie Olive

Road (SR-1142) N65°33'00"W, 160.67' to a ¾" Iron Pipe Found; thence along the Eastern Right of Way of Humie Olive Road (SR-1142) N66°25'10"W, 96.93' to a Point; thence leaving the Eastern Right of Way of Humie Olive Road (SR-1142) N23°47'37"E, 143.50' to a Point, said being the Point of Beginning.

Said Annexation contains 1,224,197 square feet, 28.1036 acres, more or less.

Annexation Legal Description for Annexation Area #1

All those certain parcels of land, situated in Apex, Buckhorn Township Wake County, North Carolina, being known as Old US 1 Highway (SR-1011), Wake County Records, and being more particularly described as follows:

Beginning at a Existing Railroad Spike Found on the Eastern Right of Way of Humie Olive Road (SR-1142) & Northern Right of Way of Old US 1 Highway (SR-1011), Wake County records and being designated as the Point of Beginning as shown on map made by Bateman Civil Survey Company, dated 5/9/2023 and entitled "Annexation Map for the Town of Apex" Buckhorn Township, Wake County, Apex, North Carolina, REID:0193211, 0087601, 0334537, 0160076, 0070103, 0160074 & 0197638 ", having State

Plane Coordinates N:709259.34, E:2029747.98"

Thence along the Northern Right of Way of Old US-1 Highway (SR-1011) N71°12'43"E, 334.46' to a Point; thence across the Right of Way of Old US-1 Highway (SR-1011) S18°47'17"E, 59.54' to a Point on the Southern Right of Way of Old US-1 Highway (SR-1011), thence along the Southern Right of Way of Old US-1 Highway (SR-1011) S71°11'06"W, 22.49' to a Point; thence along the Southern Right of Way of Old US-1 Highway (SR-1011) S29°47'22"W, 20.05' to a Point; thence along the Southern Right of Way of Old US-1 Highway (SR-1011) S66°51'41"W, 105.25' to a Point; thence along the Southern Right of Way of Old US-1 Highway (SR-1011) S70°21'31"W, 117.65' to a Point; thence along the Southern Right of Way of Old US-1 Highway (SR-1011) S79°37'28"W, 20.87' to a Point; thence along the Southern Right of Way of Old US-1 Highway (SR-1011) N19°02'39"W, 12.99' to a Point; thence across the Right of Way of Old US-1 Highway (SR-1011) N57°40'59"W, 85.44' to an Existing Railroad Spike Found on the Eastern Right of Way of Humie Olive Road (SR-1142) and Northern Right of Way of Old US-1 Highway (SR-1010);, said Existing Railroad Spike being the Point of Beginning.

Said Annexation contains 23,462 square feet, 0.5386 acres, more or less.

Annexation Legal Description for Annexation Area #2

All those certain parcels of land, situated in Apex, Buckhorn Township Wake County, North Carolina, being known as Old US 1 Highway (SR-1011), Wake County Records, and being more particularly described as follows:

Beginning at a Point on the Western Right of Way of Holland Road (SR-1149) & Northwest Property Corner of REID:0087601, Wake County records and being designated as the Point of Beginning as shown on map made by Bateman Civil Survey Company, dated 5/9/2023 and entitled "Annexation Map for the Town of Apex" Buckhorn Township, Wake County, Apex, North Carolina, REID:0193211, 0087601, 0334537, 0160076, 0070103, 0160074 & 0197638 ", having State Plane Coordinates N:710612.45, E:2030716.71"

Thence across the Right of Way of Holland Road (SR-1149) to the Eastern Right of Way of Holland Road (SR-1149) S88°22'38"E, 79.35' to a Point; thence along the Eastern Right of Way of Holland Road (SR- 1149) S17°12'05"W, 13.32' to a Point; thence along the Eastern Right of Way of Holland Road (SR-1149) S17°04'02"W, 37.06' to a Point; thence along the Eastern Right of Way of Holland Road (SR-1149)

S15°46'08"W, 55.32' to a Point; thence along the Eastern Right of Way of Holland Road (SR-1149) S14°32'05"W, 56.80' to a Point; thence along the Eastern Right of Way of Holland Road (SR-1149) S13°12'12"W, 57.87' to a Point; thence along the Eastern Right of Way of Holland Road (SR-1149) S11°50'52"W, 42.20' to a Point; thence along the Eastern Right of Way of Holland Road (SR-1149) N87°21'07"W, 42.94' to a Point; thence along the Eastern Right of Way of Holland Road (SR-1149) S10°51'46"W, 6.88' to a Point; thence along the Eastern Right of Way of Holland Road (SR-1149) S10°06'24"W, 56.07' to a Point; thence along the Eastern Right of Way of Holland Road (SR-1149) S09°41'43"W, 68.29' to a Point; thence along the Eastern Right of Way of Holland Road (SR-1149) S09°41'43"W, 228.76' to a Point; thence along the Eastern Right of Way of Holland Road (SR-1149) S09°46'21"W, 98.06' to a Point; thence along the Eastern Right of Way of Holland Road (SR-1149) S09°44'05"W, 30.07' to a Point; thence along the Eastern Right of Way of Holland Road (SR-1149) S09°56'33"W, 62.67' to a Point; thence across the Right of Way of Holland Road (SR-1149) N88°20'16"W, 30.36' to a ¾" Iron Pipe Found on the Western Right of Way of Holland Road (SR-1149); thence along the Western Right of Way of Holland Road (SR-1149) N09°56'33"E, 62.62' to a Point; thence along the Western Right of Way of Holland Road (SR-1149) N09°44'05"E, 30.03' to a Point; thence along the Western Right of Way of Holland Road (SR-1149) N09°46'21"E, 98.04' to a Point; thence along the Western Right of Way of Holland Road (SR-1149) N09°41'43"E, 228.74' to a Point; thence along the Western Right of Way of Holland Road (SR-1149) N09°41'43"E, 68.40' to a Point; thence along the Western Right of Way of Holland Road (SR-1149) N10°06'24"E, 56.38' to a Point; thence along the Western Right of Way of Holland Road (SR-1149) N10°51'46"E, 57.69' to a Point; thence along the Western Right of Way of Holland Road (SR-1149)

N12°15'11"E, 59.64' to a Point; thence along the Western Right of Way of Holland Road (SR-1149) N13°34'48"E, 58.46' to a Point; thence along the Western Right of Way of Holland Road (SR-1149) N14°47'09"E, 57.10' to a Point; thence along the Western Right of Way of Holland Road (SR-1149) N16°36'59"E, 29.83' to a Point on the Western Right of Way of Holland Road (SR-1149) & Northwest Property Corner of REID:0087601, said Point being the Point of Beginning.

Said Annexation contains 36,028 square feet, 0.8270 acres, more or less.

STATE OF NORTH CAROLINA

COUNTY OF WAKE

CLERK'S CERTIFICATION

I, Allen L. Coleman, Town Clerk, Town of Apex, North Carolina, do hereby certify the foregoing is a true and correct copy of Annexation Ordinance No. 2023-_____, adopted at a meeting of the Town Council, on the 12th day of September, 2023, the original of which will be on file in the Office of the Town Clerk of Apex, North Carolina.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official Seal of the Town of Apex, North Carolina, this the 12th day of September, 2023.

Allen L. Coleman, CMC, NCCCC
Town Clerk

(SEAL)



"The Peak of Good Living"

OFFICE OF THE TOWN CLERK

TOWN OF APEX NORTH CAROLINA

Media Contact:

Allen Coleman, Town Clerk to the Apex Town Council

FOR IMMEDIATE RELEASE

PUBLIC NOTICE – PUBLIC HEARING

APEX, N.C. (August 30, 2023) – The Town Council of Apex, North Carolina has scheduled a Public Hearing to be held at 6:00 p.m. at Apex Town Hall, 73 Hunter Street, on the 12th day of September, 2023, on the question of annexation of the following property requested by petition filed pursuant to G.S. 160A-31:

Annexation Petition No. 762
The Summit (FKA Holland Road Mixed Use) – 29.4692 acres





"The Peak of Good Living"

OFFICE OF THE TOWN CLERK

TOWN OF APEX NORTH CAROLINA

Residents may submit written comments to the Town Council with attention marked to the Town Clerk Allen Coleman; P.O. Box 250; Apex, NC 27502 or by email at public public.hearing@apexnc.org. Please use subject line "Annexation Petition No. 762" and include your first and last name, your address, and your phone number in your written statements. Written comments will be accepted until 3:00 PM on Tuesday, September 12, 2023.

Members of the public can access and view the meeting on the Town's YouTube Channel <https://www.youtube.com/c/TownofApexGov> or attend in-person.

Anyone needing special accommodations to attend this meeting and/or if this information is needed in an alternative format, please contact the Town Clerk's Office. The Town Clerk is located at 73 Hunter Street in Apex Town Hall on the 2nd Floor, (email) allen.coleman@apexnc.org or (phone) 919-249-1260. We request at least 48 hours' notice prior to the meeting to make the appropriate arrangements.

Questions should be directed to the Town Clerk's Office.

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Annexation Legal Description for REID:0193211, 0087601, 0334537, 0160076, 0070103, 0160074 & 0197638

All those certain parcels of land, situated in Apex, Buckhorn Township Wake County, North Carolina, being known as REID:0193211, 0087601, 0334537, 0160076, 0070103, 0160074 & 0197638, Wake County Records, and being more particularly described as follows:

Commencing at a 3/4" Iron Pipe found at the Western Property Corner of Shelba W Clem, Diane P Williams & Lisa W Krummel (REID: 0193211, DB 16078, Pg 788) and Eastern Right of Way of Humie Olive Road (SR-1142), Wake County records and being designated as the Point of Commencement as shown on map made by Bateman Civil Survey Company, dated 5/9/2023 and entitled "Annexation Map for the Town of Apex" Buckhorn Township, Wake County, Apex, North Carolina, REID:0193211, 0087601, 0334537, 0160076, 0070103, 0160074 & 0197638 ", having State Plane Coordinates N:709673.02, E:2028829.01; Thence S88°19'24"E, 384.60' to a Point, Said Point being the Point of Beginning having State Plane Coordinates N:709661.77, E:2029213.45; Thence S88°19'24"E, 339.43' to a 1/2" Bent Iron Pipe found in a tree at the Northeast Property Corner of RIED:0193211; thence S88°18'19"E, 125.81' to a 2" Iron Pipe found at the Southeast Property Corner of RIED:0296869; thence N05°08'57"E, 754.01' to a 1/2" Iron Pipe Found at the Northwest Property Corner of REID:0160074; thence N05°08'57"E, 237.74' to a 1/2" Iron Pipe Found at the Northwest Property Corner of REID:0087601 Shown as 'Control Corner' on said Map; thence S88°41'36"E, 630.83' to a 1/2" Iron Pipe Found at the Southeast Property Corner of REID:0427358; thence S88°22'38"E, 318.67' to a Point on the Western Right of Way of Holland Road (SR-1149); thence along the Western Right of Way of Holland Road (SR-1149) S16°36'59"W, 29.83' to a Point; thence along the Western Right of Way of Holland Road (SR-1149) S14°47'09"W, 57.10' to a Point; thence along the Western Right of Way of Holland Road (SR-1149) S13°34'48"W, 58.46' to a Point; thence along the Western Right of Way of Holland Road (SR-1149) S12°15'11"W, 59.64' to a Point; thence along the Western Right of Way of Holland Road (SR-1149) S10°51'46"W, 57.69' to a Point; thence along the Western Right of Way of Holland Road (SR-1149) S10°06'24"W, 56.38' to a Point; thence to the Western Right of Way of Holland Road (SR-1149) S09°41'43"W, 68.40' to a Point; thence along the Western Right of Way of Holland Road (SR-1149) S09°41'43"W, 228.74' to a Point; thence along the Western Right of Way of Holland Road (SR-1149) S09°46'21"W, 98.04' to a Point; thence along the Western Right of Way of Holland Road (SR-1149) S09°44'05"W, 30.03' to a Point; thence along the Western Right of Way of Holland Road (SR-1149) S09°56'33"W, 62.62' to an Point; thence along the Western Right of Way of Holland Road (SR-1149) S10°27'07"W, 140.48' to a 3/4" Iron Pipe Found; thence along the Western Right of Way of Holland Road (SR-1149) S84°27'46"E, 7.97' to a 3/4" Iron Pipe Found; thence along the Western Right of Way of Holland Road (SR-1149) S13°06'20"W, 161.42' to a Point being on the Western Right of Way of Holland Road (SR-1149) and Northern Right of Way of Old US-1 Highway (SR-1011); thence along the Northern Right of Way of Old US-1 Highway (SR-1011) S71°01'04"W, 194.85' to a Point; thence along the Northern Right of Way of Old US-1 Highway (SR-1011) S02°07'36"W, 5.36' to a 2" Crimp Top Iron Pipe Found; thence along the Northern Right of Way of Old US-1 Highway (SR-1011) S71°12'43"W, 609.79' to a Existing Railroad Spike Found on the Eastern Right of Way of Humie Olive Road (SR-1142) and Northern Right of Way of Old US-1 Highway (SR-1011) ; thence along the Eastern Right of Way of Humie Olive Road (SR-1142) N65°06'16"W, 365.03' to a 1/2" Iron Pipe in a Tree Found; thence along the Eastern Right of Way of Humie Olive Road (SR-1142) N65°04'49"W, 28.91' to a 3/4" Iron Pipe Found; thence along the Eastern Right of Way of Humie Olive

Road (SR-1142) N65°33'00"W, 160.67' to a ¾" Iron Pipe Found; thence along the Eastern Right of Way of Humie Olive Road (SR-1142) N66°25'10"W, 96.93' to a Point; thence leaving the Eastern Right of Way of Humie Olive Road (SR-1142) N23°47'37"E, 143.50' to a Point, said being the Point of Beginning. Said Annexation contains 1,224,197 square feet, 28.1036 acres, more or less.

Annexation Legal Description for Annexation Area #1

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Said Annexation contains 23,462 square feet, 0.5386 acres, more or less.

Annexation Legal Description for Annexation Area #2

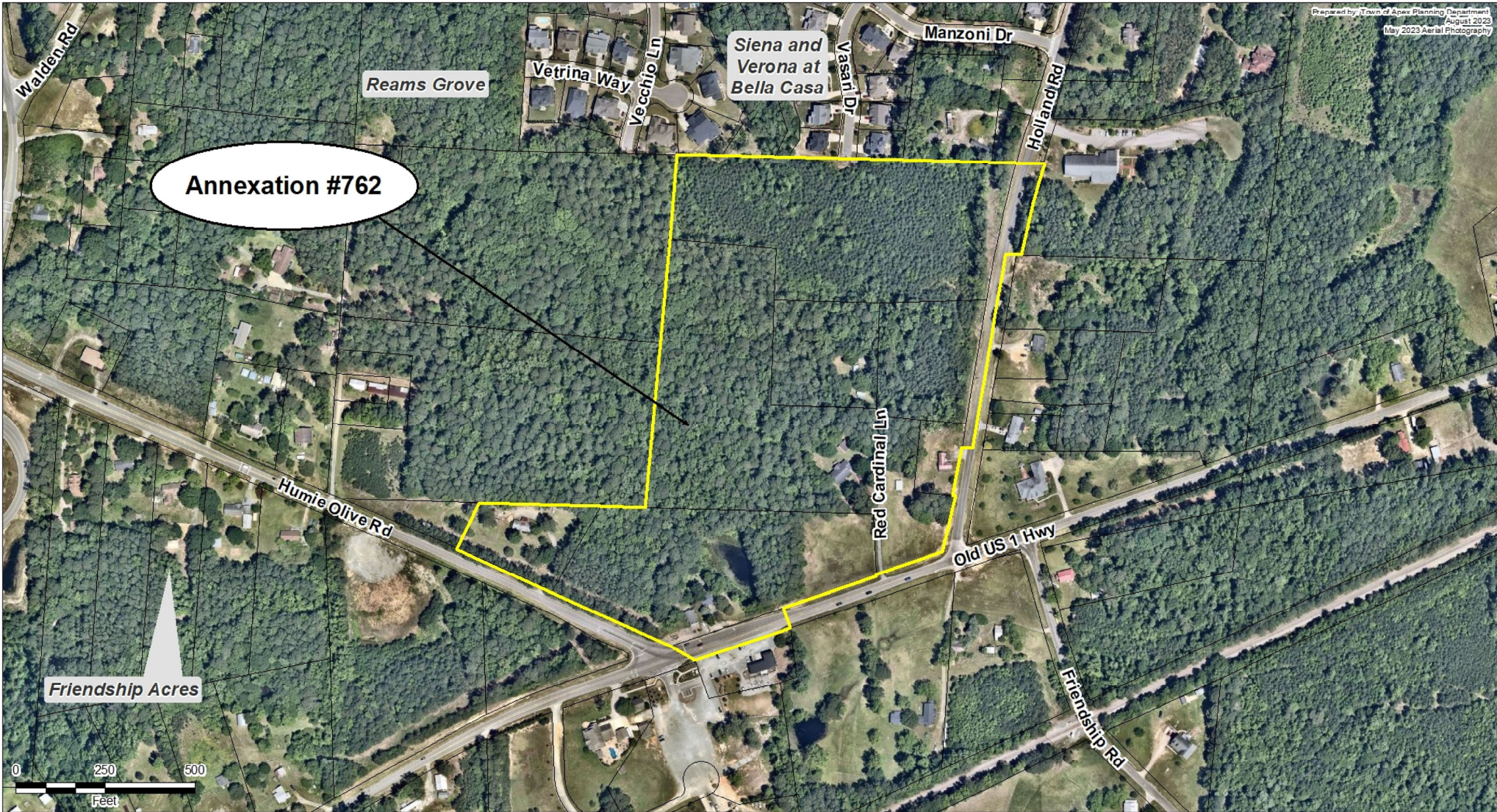
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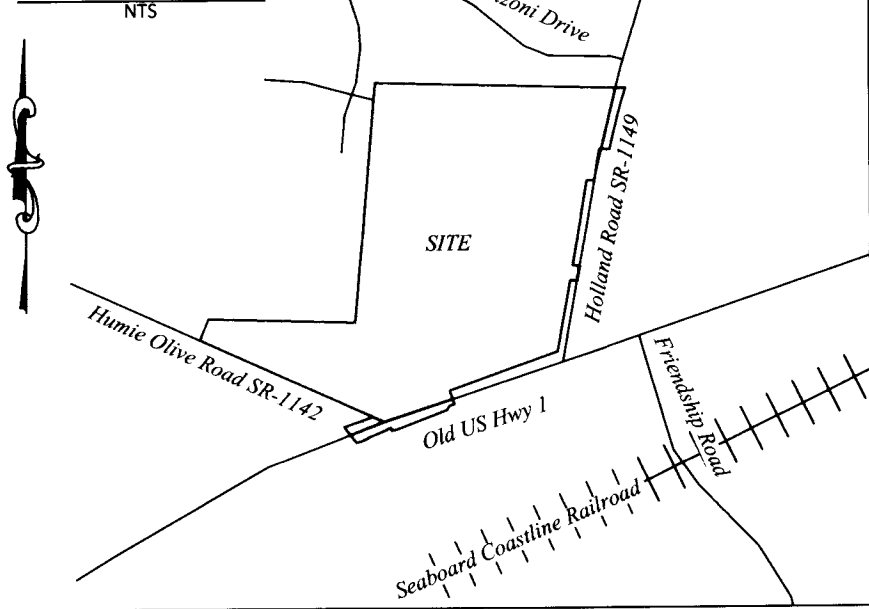
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S15°46'08"W, 55.32' to a Point; thence along the Eastern Right of Way of Holland Road (SR-1149)
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S13°12'12"W, 57.87' to a Point; thence along the Eastern Right of Way of Holland Road (SR-1149)
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S10°06'24"W, 56.07' to a Point; thence along the Eastern Right of Way of Holland Road (SR-1149)
S09°41'43"W, 68.29' to a Point; thence along the Eastern Right of Way of Holland Road (SR-1149)
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Western Right of Way of Holland Road (SR-1149) & Northwest Property Corner of REID:0087601, said
Point being the Point of Beginning.

Said Annexation contains 36,028 square feet, 0.8270 acres, more or less.



VICINITY MAP



- REFERENCES:**
 BM 1992, PG 933
 BM 2000, PG 1931
 BM 2005, PG 1522
 BM 2010, PG 1132
 BM 2013, PG 1405
 DB 16078, PG 788
 DB 8718, PG 1301
 DB 8718, PG 1292
 DB E, PG 835
 DB 18763, PG 1063
 DB 8718, 1304
 DB 5746, PG 146

Owner Information

REID:0193211
 Shelba W Clem, P Diane Williams & Lisa W Krummel
 3007 Buckingham Way, Apex, NC, 27502
 REID:0087601
 Annie P & Billy Stroup
 1924 Old US 1 Hwy #1S, Apex, NC, 27502
 REID:0334537
 RGNC-10, LLC
 7307 NW 122nd Avenue, Parkland, FL, 33076
 REID:0160076
 Joanne Pendergraft Hearn Heirs (Bonnie Wood)
 1115 Dycus Road, Sanford, NC, 27330
 REID:0070103
 Pamela Purefoy, Francis T Bullock & Ernestine Smith
 3116 Holland Road, Apex, NC, 27502
 REID:0160074
 Johnny & Carolyn M Pendergraft
 2212 Old US 1 Hwy#1S, Apex, NC, 27502
 REID:0197638
 David Ray Powell
 861 Bethlehem Church Rd, Youngsville NC, 27596

GENERAL NOTES

- This survey was prepared by Bateman Civil Survey Co., under the supervision of Jeffrey W. Baker, PLS.
- Property lines shown were taken from existing field evidence, existing deeds and/or plats of public record, and information supplied to the surveyor by the client.
- No investigation into the existence of jurisdictional wetlands or riparian buffers performed by this firm.
- Surveyor has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence or any other facts that an accurate and current title search may disclose.
- All distances are horizontal ground distances and all bearings are North Carolina State Plane Coordinate System unless otherwise shown.
- No Grid Monuments found within 2000'.
- Areas are by coordinate computation.
- Tied to the National CORS Network through NC YRS.
- This plat is considered preliminary unless signed & sealed by a Licensed Surveyor.

CLASS OF SURVEY: D
 POSITIONAL ACCURACY: 0.06'
 TYPE OF GPS FIELD PROCEDURE: NC CORS NETWORK
 DATES OF SURVEY: MAY - JULY 2021
 DATUM/EPOCH: NAD83/NSRS2011
 GEOID MODEL: 18
 COMBINED GRID FACTOR(S): 0.999888420
 UNITS: US SURVEY FEET

"I, Jeffrey W. Baker, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book 16078, Pg 788, Book 8718, Pg 1301, Book 8718, Pg 1292, Book E, Pg 835, Book 18763, Pg 1063, Book 8718, Pg 1304, Book 5746, Pg 146); that the boundaries not surveyed are clearly indicated as drawn from information found in Book 1992, Pg 933, Book 2000, Pg 1931, Book 2005, Pg 1522, Book 2005, Pg 1522, Book 2013, Pg 1405; that the ratio of precision or positional accuracy as calculated is 1:10000+; that this plat was prepared in accordance with G.S. 47-30 as amended, witness my original signature, license number and seal this 14th day of August, A.D. 2023."

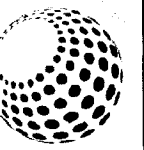
Jeffrey W. Baker
 Professional Land Surveyor
 License Number-4412

I, Jeffrey W. Baker, Professional Land Surveyor No. L-4412 certify That the survey is of another category, such as the recombination of existing parcels, a court-ordered survey, or other exceptions to the definition of subdivision.

Jeffrey W. Baker 8/14/23
 Jeffrey W. Baker, PLS L-4412 date



Required Base Information:	
Project Information	
Name	The Summit
Address	7528 Humie Olive Road, 2236 Old US-1 Hwy, 1001, 1004, 1005 Red Cardinal Lane, 3104, 3116 Holland Road, Apex, NC
Parcel IDs	# 0720992587, #0720998487, # 0730091779, #0731001087, #0731004075, #0731003359
Owner's Information:	
Name	Shelba W Clem, P Diane Williams & Lisa W Krummel, Annie P & Billy Stroup, RGNC-10, LLC, Joanne Pendergraft Hearn Heirs, Pamela Purefoy, Francis T Bullock & Ernestine Smith, Johnny & Carolyn M Pendergraft, David Ray Powell
Address	3007 Buckingham Way, Apex, NC, 27502 1924 Old US 1 Hwy #1S, Apex, NC, 27502 7307 NW 122nd Avenue, Parkland, FL, 33076 1115 Dycus Road, Sanford, NC, 27330 3116 Holland Road, Apex, NC, 27502 2212 Old US 1 Hwy#1S, Apex, NC, 27502 861 Bethlehem Church Rd, Youngsville NC, 27596
Phone Number	(754) 875-2975 Mr. Geno Ray
E-mail Address	geno@lginvest.net
Surveyor's or Professional Engineer's Information	
Name	Jeffrey W. Baker
Seal	North Carolina
Registration	L-4412
Date Of The Survey And Plat Preparation	05/09/2023
Zoning District And Zoning Case #	21CZ14 / PUD-CZ
Annexation #	
Township, County, State	Buckhorn, Wake, North Carolina
Primary Or Secondary Watershed	Primary
FEMA Designated Floodplain?	'X' (Map 3720073000K, Date 7/19/2022) 'X' (Map 3720072000K, Date 7/19/2022) 'X' (Map 3720073100K, Date 7/19/2022) 'X' (Map 3720072100K, Date 7/19/2022)



Bateman Civil Survey Company

Engineers • Surveyors • Planners
 2524 Reliance Ave., Apex, NC 27539
 Phone: 919.577.1080 Fax: 919.577.1081
 NCBELS FIRM No. C-2378

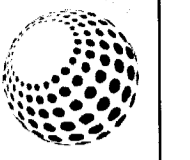
**ANNEXATION MAP
 For The Town of Apex**

Buckhorn Township / Wake County / Apex / North Carolina
 REID:0193211, 0087601, 0334537, 0160076, 0070103, 0160074 & 0197638

Rev: 6/27/23
 Drawn: JCH
 Checked: BN
 Scale: na
 Date: 5/31/2023
 Project: 210357

ANNEXATION # _____ I Allen Coleman, CMC, NCCCC, Town Clerk, Apex, North Carolina certify this is a true and exact map of annexation adopted the _____ day of _____, 20____, by the Town Council. I set my hand and seal of the Town of Apex, _____ Day / Month / Year

Allen Coleman, CMC, NCCCC, Town Clerk



Bateman Civil Survey Company
 Engineers • Surveyors • Planners
 2524 Reliance Ave., Apex, NC 27539
 Phone: 919.577.1080 Fax: 919.577.1081
 NCBELS FIRM No. C-2378

ANNEXATION MAP
For The Town of Apex
 Buckhorn Township / Wake County / Apex / North Carolina
 REID:0193211, 0087601, 0334537, 0160076, 0070103, 0160074 & 0197638

Rev: 8/27/23
 Drawn: JCH
 Checked: JWB
 Scale: 1"=100'
 Date: 5/31/2023
 Project: 210357

2 of 2

LEGEND

- NAIL FOUND
- IRON PIPE/PIN FOUND
- ⊙ COMPUTED POINT
- BM BOOK OF MAPS
- DB DEED BOOK
- N/F NOW OR FORMERLY
- R/W RIGHT OF WAY
- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- EIP EXISTING IRON PIPE
- ERRS EXISTING RAILROAD SPIKE
- EPK EXISTING PK NAIL
- BOUNDARY LINE
- - - EXISTING PROPERTY LINE
- - - EASEMENT LINE
- - - NEW CORPORATE LIMITS
- - - EXISTING CORPORATE LIMITS
- - - ANNEXATION AREA

Line #	Direction	Length
L1	S88°19'24"E	339.43
L2	S88°18'19"E	125.81
L3	N05°08'57"E	754.01
L4	N05°08'57"E	237.74
L5	S88°41'36"E	630.83
L6	S88°22'38"E	318.67
L7	S16°36'59"W	29.83
L8	S14°47'09"W	57.10
L9	S13°34'48"W	58.46
L10	S12°15'11"W	59.64
L11	S10°51'46"W	57.69
L12	S10°06'24"W	56.38
L13	S09°41'43"W	68.40
L14	S09°41'43"W	228.74
L15	S09°46'21"W	98.04
L16	S09°44'05"W	30.03
L17	S09°56'33"W	62.62
L18	S10°27'07"W	140.48
L19	S84°27'46"E	7.97
L20	S13°06'20"W	161.42
L21	S71°01'04"W	194.85
L22	S02°07'36"W	5.36
L23	S71°12'43"W	609.79
L24	N65°06'16"W	365.03
L25	N65°04'49"W	28.91
L26	N65°33'00"W	160.67
L27	N66°25'10"W	96.93
L28	N23°47'37"E	143.50
L29	S88°22'38"E	79.35
L30	S17°12'05"W	13.32
L31	S17°04'02"W	37.06
L32	S15°46'08"W	55.32
L33	S14°32'05"W	56.80
L34	S13°12'12"W	57.87
L35	S11°50'52"W	42.20
L36	N87°21'07"W	42.94
L37	S10°51'46"W	6.88
L38	S10°06'24"W	56.07
L39	S09°41'43"W	68.29
L40	S09°41'43"W	228.76

Line #	Direction	Length
L41	S09°46'21"W	98.06
L42	S09°44'05"W	30.07
L43	S09°56'33"W	62.67
L44	N88°20'16"W	30.36
L45	N71°12'43"E	334.46
L46	S18°47'17"E	59.54
L47	S71°11'06"W	22.49
L48	S29°47'22"W	20.05
L49	S66°51'41"W	105.25
L50	S70°21'31"W	117.65
L51	S79°37'28"W	20.87
L52	N19°02'39"W	12.99
L53	N57°40'59"W	85.44

Adjoiner Information

- A) Bella Casa Homeowners Association Inc
PIN: 0721909863, REID: 0439538
DB 16826, Pg 2506, BM 2016, Pg 1360
Zoned: MD-CZ, Use: Common Area
- B) Bella Casa Homeowners Association Inc
PIN: 0731000924, REID: 0427371
DB 16255, Pg 912, BM 2015, Pg 129
Zoned: MD-CZ, Use: Common Area
- C) Marc Chadwick
PIN: 0731001666, REID: 0427359
DB 17636, Pg 965, BM 2015, Pg 129
Zoned: MD-CZ, Use: Single Family
- D) Thomas C & Jodi L Clark
PIN: 0731003635, REID: 0427358
DB 16386, Pg 2162, BM 2015, Pg 129
Zoned: MD-CZ, Use: Single Family
- E) James D & Clyde L Evans
PIN: 0731005747, REID: 0021100
DB 3265, Pg 761
Zoned: RR, Use: Single Family
- F) Roman Catholic Diocese of Raleigh LLC
PIN: 0731006698, REID: 0191290
DB 13301, Pg 659, BM 2008, Pg 2094
Zoned: RR, Use: Vacant
- G) Roman Catholic Diocese of Raleigh LLC
PIN: 0731101525, REID: 0379146
DB 13301, Pg 659, BM 2012, Pg 830
Zoned: RR, Use: Church
- H) Western Wake Bible Chapel
PIN: 0731009204, REID: 0145652
DB 17026, Pg 2586, BM 1981, Pg 154
Zoned: RR, Use: Vacant

Adjoiner Information

- H) Western Wake Bible Chapel
PIN: 0731009204, REID: 0145652
DB 17026, Pg 2586, BM 1981, Pg 154
Zoned: RR, Use: Vacant
- I) Joyce Kelly
PIN: 0730093122, REID: 0049223
DB 1769, Pg E
Zoned: RR, Use: Single Family
- J) Miller Land Group LLC
PIN: 0720999210, REID: 0087305
DB 17412, Pg 99
Zoned: B1, Use: Business
- K) Downtown Friendship LCC
PIN: 0720988948, REID: 0031759
DB 18566, Pg 168
Zoned: TF-CZ, Use: Vacant
- L) Downtown Friendship LCC
PIN: 0720985958, REID: 0067365
DB 18877, Pg 2622
Zoned: MORR-CZ, Use: Single Family
- M) David Ray Powell
PIN: 0720993254, REID: 0071500
DB 5746, Pg 146
Zoned: RR, Use: Vacant

Owner Information
 REID:0193211
 Shelba W Clem, P Diane Williams & Lisa W Krummel
 3007 Buckingham Way, Apex, NC, 27502
 REID:0087601
 Annie P & Billy Stroup
 1924 Old US 1 Hwy #1S, Apex, NC, 27502
 REID:0334537
 RGNC-10, LLC
 7307 NW 122nd Avenue, Parkland, FL, 33076
 REID:0160076
 Joanne Pendergraft Heam Heirs (Bonnie Wood)
 1115 Dycus Road, Sanford, NC, 27330
 REID:0070103
 Pamela Purefoy, Francis T Bullock & Emistine Smith
 3116 Holland Road, Apex, NC, 27502
 REID:0160074
 Johnny & Carolyn M Pendergraft
 2212 Old US 1 Hwy#1S, Apex, NC, 27502
 REID:0197638
 David Ray Powell
 861 Bethlehem Church Rd, Youngsville NC, 27596

Owner Information
 N/F
 Shelba W Clem, P Diane Williams & Lisa W Krummel
 PIN: 0720992587
 REID: 0193211
 DB 16078, Pg 788
 BM 1992, Pg 933
 Zoning: PUD-CZ
 Use: Single Family

Owner Information
 N/F
 David R Powell
 PIN: 0720998487
 REID: 0197638
 DB 5746, Pg 146
 BM 2013, Pg 1405
 Zoning: PUD-CZ
 Use: Single Family

Owner Information
 N/F
 NDJ Ventures LLC
 PIN: 0720993901
 REID: 0296869
 DB 15713, Pg 1486
 BM 2021, Pg 794
 Zoning: RR
 Use: Vacant

Owner Information
 N/F
 Joann Hearn Pendergraft Heirs
 Pendergraft
 PIN: 0731001087
 REID: 0160076
 DB 16-E, Pg 835
 BM 2005, Pg 1522
 Zoning: PUD-CZ
 Use: Single Family

Owner Information
 N/F
 RGNC-10 LLC
 PIN: 0731004075
 REID: 0334537
 DB 18763, Pg 1063
 BM 2005, Pg 1522
 Zoning: PUD-CZ
 Use: Vacant

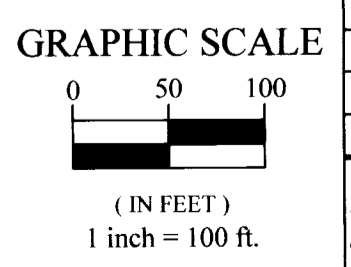
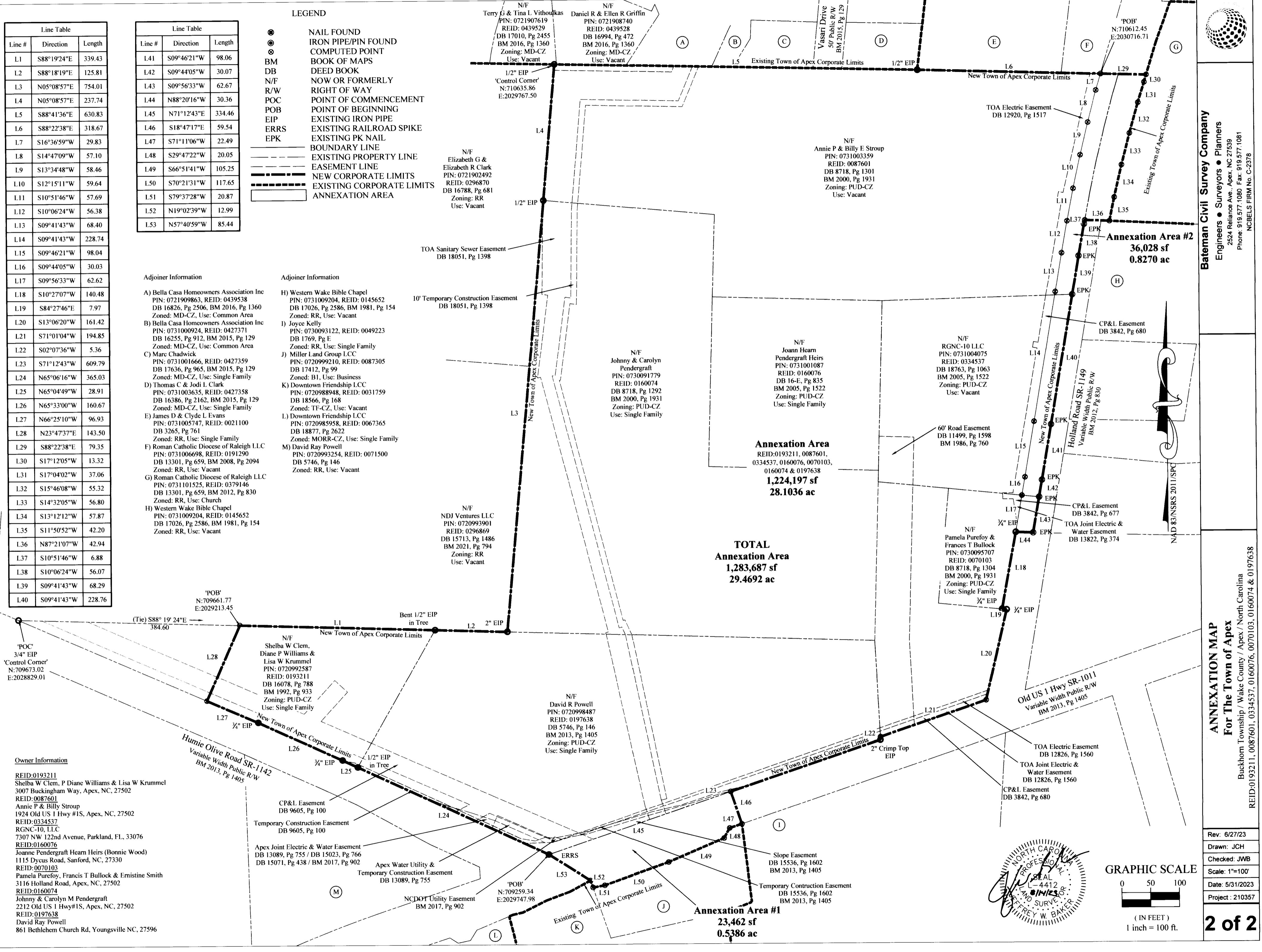
Owner Information
 N/F
 Pamela Purefoy & Frances T Bullock
 PIN: 0730095707
 REID: 0070103
 DB 8718, Pg 1304
 BM 2000, Pg 1931
 Zoning: PUD-CZ
 Use: Single Family

Owner Information
 N/F
 David R Powell
 PIN: 0720998487
 REID: 0197638
 DB 5746, Pg 146
 BM 2013, Pg 1405
 Zoning: PUD-CZ
 Use: Single Family

Owner Information
 N/F
 Joann Hearn Pendergraft Heirs
 Pendergraft
 PIN: 0731001087
 REID: 0160076
 DB 16-E, Pg 835
 BM 2005, Pg 1522
 Zoning: PUD-CZ
 Use: Single Family

Owner Information
 N/F
 RGNC-10 LLC
 PIN: 0731004075
 REID: 0334537
 DB 18763, Pg 1063
 BM 2005, Pg 1522
 Zoning: PUD-CZ
 Use: Vacant

Owner Information
 N/F
 Pamela Purefoy & Frances T Bullock
 PIN: 0730095707
 REID: 0070103
 DB 8718, Pg 1304
 BM 2000, Pg 1931
 Zoning: PUD-CZ
 Use: Single Family



PETITION FOR VOLUNTARY ANNEXATION

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

Application #: _____

Submittal Date: _____

Fee Paid \$ _____

Check # _____

TO THE TOWN COUNCIL APEX, NORTH CAROLINA

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

OWNER INFORMATION

See Attached List	See Attached List
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
Owner Name (Please Print)	Property PIN or Deed Book & Page #
Phone	E-mail Address

SURVEYOR INFORMATION

Surveyor: Bateman Civil Survey Company (attn: Steven Carson and Josh Davidson)

Phone: (919) 577-1080 Fax: (919)577-1081

E-mail Address: steven@batemancivilsurvey.com; josh@batemancivilsurvey.com

ANNEXATION SUMMARY CHART

Property Information		Reason(s) for annexation (select all that apply)	
Total Acreage to be annexed:	<u>29.4692</u>	Need water service due to well failure	<input type="checkbox"/>
Population of acreage to be annexed:	<u>10</u>	Need sewer service due to septic system failure	<input type="checkbox"/>
Existing # of housing units:	<u>5</u>	Water service (new construction)	<input checked="" type="checkbox"/>
Proposed # of housing units:	<u>120 max</u>	Sewer service (new construction)	<input checked="" type="checkbox"/>
Zoning District*:	<u>PUD-CZ</u>	Receive Town Services	<input checked="" type="checkbox"/>

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

PETITION FOR VOLUNTARY ANNEXATION

Application #: 2023-012

Submission Date: 6/1/23

COMPLETE IF IN A LIMITED LIABILITY COMPANY

In witness whereof, RGNC-10 a limited liability company, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this the 6 day of May, 2023

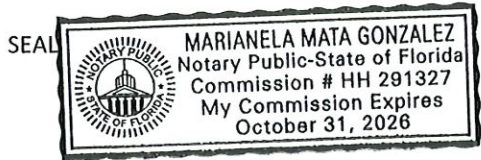
Name of Limited Liability Company RGNC-10 LLC

By: [Signature]
Signature of Member/Manager

STATE OF NORTH CAROLINA
COUNTY OF WAKE Broward

Sworn and subscribed before me, Marianela Mata G, a Notary Public for the above State and County, this the 06 day of May, 2023.

[Signature]
Notary Public



My Commission Expires: 10/31/2026

COMPLETE IF IN A PARTNERSHIP

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

Name of Partnership _____

By: _____
Signature of General Partner

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

Notary Public

SEAL

My Commission Expires: _____

PETITION FOR VOLUNTARY ANNEXATION

Application #: _____

Submittal Date: _____

COMPLETE IF SIGNED BY INDIVIDUALS:

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

David R Powell

Please Print

David R Powell

Signature

DIANE BALDERSON

Please Print

D Balderson

Signature

Please Print

Signature

Please Print

Signature

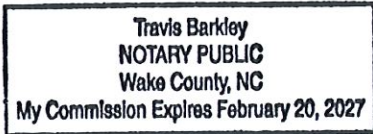
STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, TRAVIS BARKLEY, a Notary Public for the above State and County,
this the 10th day of MAY, 2023

Travis Barkley

Notary Public

SEAL



My Commission Expires: FEB 20, 2027

COMPLETE IF A CORPORATION:

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

Corporate Name _____

SEAL

By: _____

President (Signature)

Attest: _____

Secretary (Signature)

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

Notary Public

SEAL

My Commission Expires: _____

PETITION FOR VOLUNTARY ANNEXATION

Application #: _____

Submittal Date: _____

COMPLETE IF SIGNED BY INDIVIDUALS:

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

Estate of Joseph Pendergrift Hearn Bonnie H. Wood executor
Please Print Signature

by
Please Print

Bonnie H. Wood,
Executor

Signature

Signature

Signature

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Paul Stam, a Notary Public for the above State and County,
this the 10th day of May, 2023

SEAL



Paul Stam
Notary Public

My Commission Expires: May 8, 2024

COMPLETE IF A CORPORATION:

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

Corporate Name _____

SEAL

By: _____

Attest:

President (Signature)

Secretary (Signature)

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

Notary Public

SEAL

My Commission Expires: _____

PETITION FOR VOLUNTARY ANNEXATION

Application #: _____

Submittal Date: _____

COMPLETE IF SIGNED BY INDIVIDUALS:

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

Johnny Pendergraft

Please Print

Johnny Pendergraft

Signature

Carolyn Pendergraft

Please Print

Carolyn Pendergraft

Signature

Please Print

[Signature]

Signature

Please Print

Signature

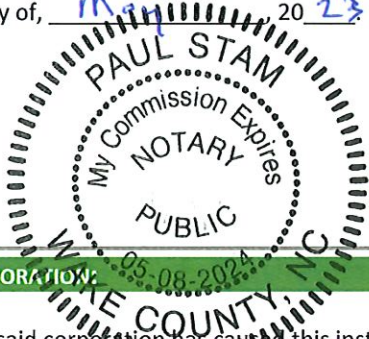
STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Paul Stam, a Notary Public for the above State and County,
this the 10th day of May, 2023.

[Signature]

Notary Public

SEAL



My Commission Expires: May 8, 2024

COMPLETE IF A CORPORATION:

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

Corporate Name _____

SEAL

By: _____

President (Signature)

Attest: _____

Secretary (Signature)

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

Notary Public

SEAL

My Commission Expires: _____

PETITION FOR VOLUNTARY ANNEXATION

Application #: _____

Submittal Date: _____

COMPLETE IF SIGNED BY INDIVIDUALS:

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

Fionneka Purefoy
Please Print

Fionneka Purefoy
Signature

Crystal Purefoy
Please Print

Crystal Purefoy
Signature

Please Print

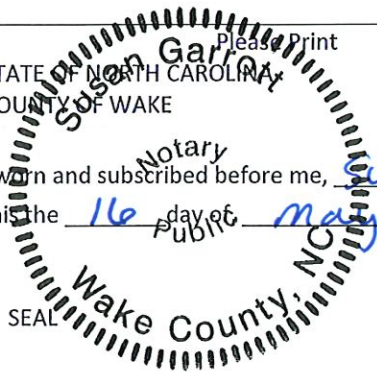
Signature

Please Print

Signature

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Susan Garrott, a Notary Public for the above State and County,
this the 16 day of May, 2023.



Susan Garrott
Notary Public

My Commission Expires: 12/2/2024

COMPLETE IF A CORPORATION:

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

Corporate Name _____

SEAL

By: _____

Attest:

President (Signature)

Secretary (Signature)

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

Notary Public

SEAL

My Commission Expires: _____

PETITION FOR VOLUNTARY ANNEXATION

Application #: _____

Submittal Date: _____

COMPLETE IF SIGNED BY INDIVIDUALS:

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

Nelson R Smith
Please Print

Nelson R Smith
Signature

Please Print

Signature

Please Print

Signature

Please Print

Signature

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, CARL D. DOUGLAS a Notary Public for the above State and County,
this the 9 day of MAY, 2023

Carl D. Douglas
Notary Public

SEAL
4 April 2024

My Commission Expires: 4 APRIL 2024

COMPLETE IF A CORPORATION:

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

Corporate Name _____

SEAL

By: _____
President (Signature)

Attest:

Secretary (Signature)

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

Notary Public

SEAL

My Commission Expires: _____

PETITION FOR VOLUNTARY ANNEXATION

Application #: _____

Submittal Date: _____

COMPLETE IF SIGNED BY INDIVIDUALS:

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

Shane B. Walker
Please Print

Shane B. Walker
Signature

Please Print

Signature

Please Print

Signature

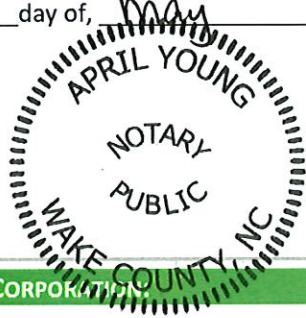
Please Print

Signature

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, April Young, a Notary Public for the above State and County,
this the 19 day of May, 2023.

SEAL



April Young
Notary Public

My Commission Expires: 2/13/2024

COMPLETE IF A CORPORATION:

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

Corporate Name _____

SEAL

By: _____

Attest:

President (Signature)

Secretary (Signature)

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

Notary Public

SEAL

My Commission Expires: _____

PETITION FOR VOLUNTARY ANNEXATION

Application #: _____

Submittal Date: _____

COMPLETE IF SIGNED BY INDIVIDUALS:

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

Pamela Diane Williams
Please Print

PAMELA DIANE WILLIAMS
Signature

Lisa Krummel
Please Print

Lisa Krummel
Signature

Shelba W. Clem
Please Print

Shelba W. Clem
Signature

Jeff Krummel
Please Print

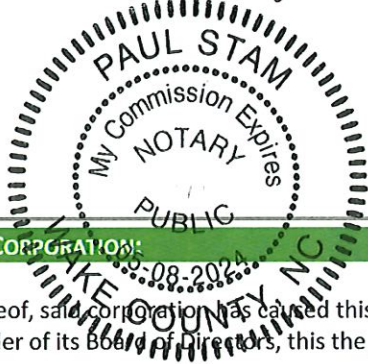
Jeff Krummel
Signature

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Paul Stam, a Notary Public for the above State and County,
this the 15 day of May, 2023.

Paul Stam
Notary Public

SEAL



My Commission Expires: May 8, 2024

COMPLETE IF A CORPORATION:

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

Corporate Name _____

SEAL

By: _____
President (Signature)

Attest:

Secretary (Signature)

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

Notary Public

SEAL

My Commission Expires: _____

PETITION FOR VOLUNTARY ANNEXATION

Application #: _____

Submittal Date: _____

COMPLETE IF SIGNED BY INDIVIDUALS:

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

Billy Edwin Stroup

Please Print

[Handwritten Signature]

Signature

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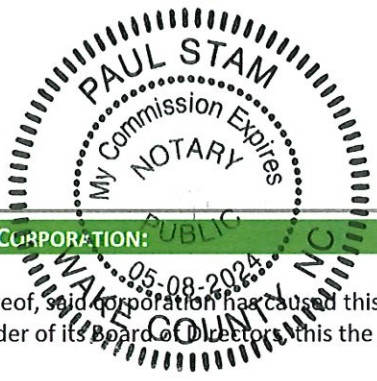
STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Paul Stam, a Notary Public for the above State and County,
this the 10th day of May, 2023

[Handwritten Signature]

Notary Public

SEAL



My Commission Expires: May 8, 2024

COMPLETE IF A CORPORATION:

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

Corporate Name _____

SEAL

By: _____

President (Signature)

Attest: _____

Secretary (Signature)

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

Notary Public

SEAL

My Commission Expires: _____

PETITION FOR VOLUNTARY ANNEXATION

Application #: _____

Submittal Date: _____

COMPLETE IF SIGNED BY INDIVIDUALS:

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

Frances T. Bullock
Please Print

Frances T. Bullock
Signature

Please Print

Signature

Please Print

Signature

Please Print

Signature

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Frances T. Bullock a Notary Public for the above State and County,
this the 16 day of May, 2023.

Shirley S. Harris
Notary Public

SEAL

My Commission Expires: 3-28-2026

COMPLETE IF A CORPORATION:

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

Corporate Name _____

SEAL

By: _____
President (Signature)

Attest:

Secretary (Signature)

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

Notary Public

SEAL

My Commission Expires: _____

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PUBLIC HEARING

Meeting Date: September 12, 2023

Item Details

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

Department(s): Planning

Requested Motion

Public hearing and possible motion regarding an amendment to the Transportation Plan at East Williams Street and future Jessie Drive.

Approval Recommended?

Planning staff recommend against adoption of the proposed amendment to remove the future interchange at Jessie Drive and East Williams Street.

The Planning Board considered the proposed amendment at their July 10, 2023 meeting and recommended approval of the staff recommendation in a vote of 6 in favor and 2 against.

Item Details

The proposed amendment would remove the designation showing a future interchange at East Williams Street and future Jessie Drive from the Town's Transportation Plan. The amendment was presented in a public hearing to the Town Council on August 8, 2023. The amendment was requested by an engineer representing multiple property interests on the east side of East Williams Street. The engineer requested continuation of the public hearing to September 12, 2023 to perform additional traffic analysis to inform the staff recommendation and Town Council decision. Additional traffic analysis was received on August 17, 2023 and is currently under review by the Town's traffic engineering staff. An update is not available for the staff report, but will be presented during the public hearing.

Attachments

- PH5-A1: Staff report - East William Street and future Jessie Drive
- PH5-A2: Planning Board Report to Town Council - East William Street and future Jessie Drive
- PH5-A3: Planning Board Written Dissent Forms - Braswell - East William Street and future Jessie Drive
- PH5-A4: Planning Board Written Dissent Forms - Akers - East William Street and future Jessie Drive





The Thoroughfare and Collector Street Plan map, Transit Plan map, and Bicycle and Pedestrian System Plan map collectively represent a network of current and future facilities that provide guidance on what is likely to be suitable for long term growth, connectivity, recreation, and multimodal travel. The Transportation Plan does not provide a schedule for implementation, nor does it set aside funding for improvements. The purpose of the public hearing is to consider a proposed amendment to the Transportation Plan at East Williams Street and future Jessie Drive, in order to make a decision. This public hearing is continued from August 8, 2023.

Proposed Thoroughfare and Collector Street Plan Map Amendment

The proposed amendment to the Thoroughfare and Collector Street Plan map is to remove the future interchange at East Williams Street and future Jessie Drive, as shown in Figure 1.

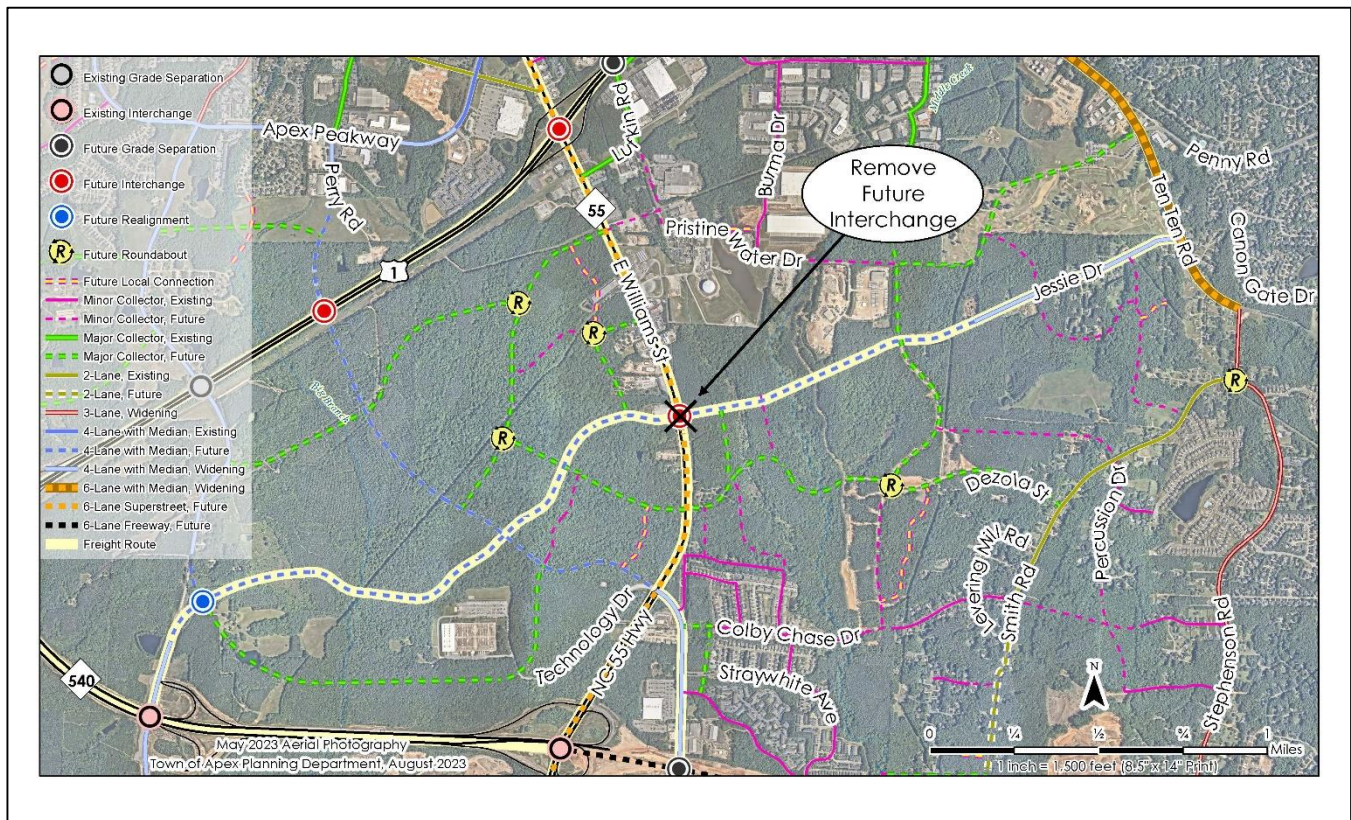


Figure 1. Proposed amendment to the Thoroughfare and Collector Street Plan map

Staff received requests to bring forward this amendment from development interests on the east side of East Williams Street. Reasons cited include: the impact on future development of right of way dedication needed to accommodate an interchange, the impact of an interchange on access for future development, and the anticipated lack of available funding for a future interchange in this location. In addition, it was noted that the Jessie Drive Capacity Analysis report developed by Kimley Horn for the Jessie Drive Feasibility Study (available at: <https://www.apexnc.org/371/Transportation-Projects>) indicates a reduced conflict intersection (RCI, similar to project HL-0007, improvements at NC 55 and Technology Drive) would operate acceptably in the 2045 Build Scenario.

Staff Recommendation:

This public hearing was continued from August 8, 2023 at the request of the engineer. The continuance was requested to provide an opportunity for additional traffic analysis to inform the staff recommendation and Town Council decision. Additional analysis was received on August 17, 2023 and is currently under review by the Town’s traffic engineering staff. An updated recommendation was not available to include in the staff report by the deadline, but will be provided during the staff presentation.

The following recommendation is from the previous staff report:

Planning staff recommend denial of the proposed amendment. This recommendation is supported by staff representing Transportation, Infrastructure and Development; Fire; Police; and Parks, Recreation, and Cultural Resources.

Staff do not have sufficient information to support a recommendation of approval and suggest that it may be premature to proactively remove this interchange from the Town’s plans. Based on historical annual growth in traffic, staff anticipate that the capacity analysis completed for the Jessie Drive Feasibility Study underestimated annual growth. While the study anticipated 0.5% annual growth in traffic along the corridor, historical growth between 2005 to 2021 has been 1.5%. If this growth trend continues, superstreet operations at future Jessie Drive would fail. Failed traffic operations and resulting congestion on an important corridor may create an issue for emergency services and travel in general. There is little to no connectivity or alternate routes to East Williams Street at this time, and while the impact of the completion of NC 540 has been included in models, the way it will function in reality has not yet been tested. In addition, while planning-level concepts for an interchange at this location have been considered through the Southwest Area Study, there is no functional design available that informs the actual land area impacts. Finally, while the potential for a future interchange in this location may discourage or alter opportunities for development, staff do not have enough information about the community’s or Town Council’s tolerance for congestion along this section of East Williams Street as a potential tradeoff.

Planning Board Recommendation:

The Planning Board supported the staff recommendation in a vote of six in favor and two against at their July 10, 2023 meeting.

PLANNING BOARD REPORT TO TOWN COUNCIL

Long Range Plan Amendments

Planning Board Meeting Date: July 10, 2023



Long range plan(s) proposed to be amended:

Transportation Plan

Description of the proposed amendment(s):

Amend the Bicycle and Pedestrian System Plan map to add a grade-separated crossing over East Williams Street north of Technology Drive.

Amend the Thoroughfare and Collector Street Plan map to: (1) Remove future interchange at Technology Drive, (2) Remove future interchange at future Jessie Drive, (3) Add a future major collector between Reunion Creek Parkway and Colby Chase Drive, (4) Realign and upgrade future Colby Chase Drive extension, (5) Add a future major collector between future Gladsong Drive and future Jessie Drive, and (6) Shift the alignment of future Jessie Drive.

Planning Board recommendation:

Motion: To recommend approval per staff's recommendation (do not recommend approval of #2).

Introduced by Planning Board member: Tina Sherman

Seconded by Planning Board member: Alyssa Byrd

Approval of the proposed amendment(s) as presented

Approval of the proposed amendment(s) with the following conditions or changes:

Planning Board concurs with staff that amendment #2 to remove the future interchange at future Jessie Drive is premature and that the discussion could occur again at a later date when more information is known.

Denial of the proposed amendment(s)

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

With 2 Planning Board member(s) voting "no"

Reason(s) for dissenting votes:

See attached reasons for dissenting votes from Ryan Akers and Keith Braswell.

This report reflects the recommendation of the Planning Board, this the 10th day of July 2023.

Attest:


Reginald Skinner, Planning Board Chair

Dianne Khin Digitally signed by Dianne Khin
Date: 2023.07.10 17:27:03
-04'00'
Dianne Khin, Planning Director

PLANNING BOARD REPORT TO TOWN COUNCIL
Dissenting Member Comments



Planning Board Member Name: Keith Braswell

Meeting Date: July 10 2023

Rezoning # Transportation and Thoroughfare and Collector str

Long Range Plan amendment(s) Yes

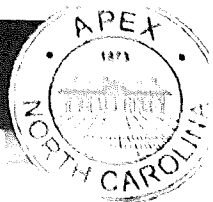
Other _____

Reason(s) for dissenting vote:

#2 Remove future interchange - I support removing the future interchange. There is no plan for an interchange, no funding and cant get funding without a plan. How can the landowner market a property without a plan of knowing the plan.



PLANNING BOARD REPORT TO TOWN COUNCIL
Dissenting Member Comments



Planning Board Member Name: Ryan Akers

Meeting Date: 7/10/2023

- Rezoning # _____
- Long Range Plan amendment(s) Case #2 - TPlan NC 55
- Other _____

Reason(s) for dissenting vote:

I agree with the staff report and believe that the financial impact of Item #2 on the Transportation Plan amendment, Jessie Drive Interchange removal, is in fact something that is very much in keeping with HL0007. I do not believe a grade separated crossing to be a realistic future infrastructure project given the current and future costs associated with it.

I fully support the report and favor Item #2 Jessie Drive Interchange removal, and therefore I voted 'no' to the removal of Item #2.

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for consideration by the Apex Town Council

Item Type: NEW BUSINESS
Meeting Date: September 12, 2023

Item Details

Presenter(s): Jenna Shouse, Senior Long-Range Planner

Department(s): Planning

Requested Motion

Receive as information updates on the Western Big Branch Area Plan and a summary of public input received to date.

Approval Recommended?

N/A

Item Details

The purpose of this New Business item is to introduce the Western Big Branch Area Plan and share a summary of the public input received to date. This planning process will ultimately inform possible revisions to the 2045 Land Use Map and 2045 Transportation Plan.

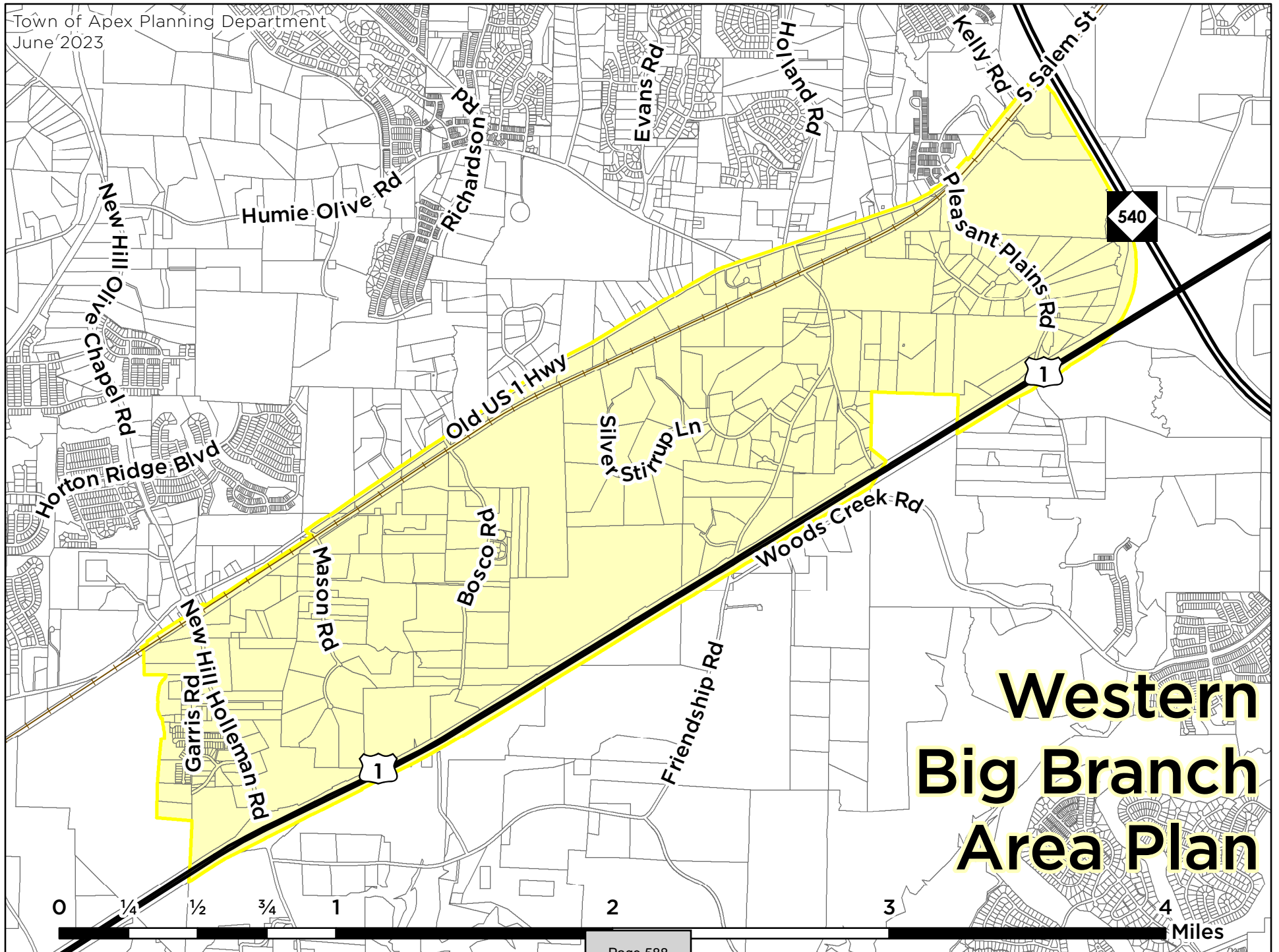
A public open house was held on August 9, 2023 at Apex Friendship High School and on August 30, 2023 at the New Hill Community Center. The purpose of these events was to gather input from the community on land use and development preferences as well as transportation needs through a series of activities. Additionally, staff gathered input on the community's vision and goals for the study area.

More information on the planning process is available online at: www.apexnc.org/wbbap

Attachments

- NB1-A1: Study Area Map - Western Big Branch Area Plan Update





Western Big Branch Area Plan

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: NEW BUSINESS
Meeting Date: September 12, 2023

Item Details

Presenter(s): Amanda Bunce, Current Planning Manager

Department(s): Planning

Requested Motion

Discussion about possible amendments to certain sections of the Unified Development Ordinance (UDO) in order to increase the amount of Resource Conservation Area (RCA) required for single-family and townhome developments south and west of NC 540 and to provide an automatic reduction in RCA with installation of solar panels. The proposal would exempt projects that provide a minimum amount of affordable housing.

Approval Recommended?

N/A

Item Details

The Planning Committee reviewed this at their March 2, 2023 meeting at the request of Council Member Mahaffey and were not unanimous in the decision to bring forward the amendment as requested. Staff was asked to request direction from the Town Council on whether to proceed with the proposed amendment through Planning Board and a public hearing at Town Council.

Attachments

- NB2-A1: Staff Report - Unified Development Ordinance (UDO) Possible Amendments - Increase Resource Conversation Area (RCA) requirement and Solar Panels



NEW BUSINESS STAFF REPORT

Possible Amendments to the Unified Development Ordinance

September 12, 2023 Town Council Meeting



Requested by Council Member Mahaffey:

Possible amendments to certain sections of the Unified Development Ordinance (UDO) in order to increase the amount of Resource Conservation Area (RCA) required for single-family and townhome developments south and west of NC 540 and to provide an automatic reduction in RCA with installation of solar panels. The proposal would exempt projects that provide a minimum amount of affordable housing.

Background:

Currently, the UDO requires single-family and townhome developments located south and west of NC 540 to provide buffers and RCA equal to or greater than 30% of the gross site acreage. *Sec. 2.3.4 Planned Development Districts* provides that Town Council may reduce the amount of RCA required up to 10% in exchange for the installation of solar photovoltaic systems or geothermal systems on a certain percentage of the lots or energy efficiency standards that exceed minimum Building Code requirements. For reference, that RCA reduction option was added to the UDO in July 2020 at the same time that the RCA requirement south and west of NC 540 was increased from 25% to 30%. A comparison of RCA requirements (or comparable ordinance provisions) from other towns in the Triangle is attached to this report.

Proposed amendments:

- For single-family and townhome developments located south and west of NC 540, increase the required amount of buffers and RCA from 30% to 50%;
- Provide for an automatic 1% reduction in required RCA for every 1% of homes built with a solar photovoltaic system installed with a maximum reduction of 20%; and
- Provide an automatic exemption from the increase with the provision of a certain amount of affordable housing. The number of affordable units and affordability level will need to be determined. Discussion focused on using the same requirements from the Affordable Housing Policy that qualifies a development to get reduced fees which is at least 20% of the housing units being affordable to households earning no more than 60% of the Area Median Income (AMI) for the Raleigh, NC Metropolitan Statistical Area (MSA).

March 2023 Planning Committee meeting discussion summary:

The Planning Committee reviewed this at their March 2, 2023 meeting at the request of Council Member Mahaffey and were not unanimous in the decision to bring forward the amendment as requested. Staff was asked to request direction from the Town Council on whether to proceed with the proposed amendments through Planning Board and a public hearing at Town Council.

The discussion at the March 2, 2023 Planning Committee meeting included the following points about the proposal:

- Potential to increase cost of housing both by requiring the installation of solar and possibly reducing the lot yield for new development.
- Does not reduce demand for housing and may lead to the desire to develop more land or a shift to apartments/condos.
- May trigger further changes to state law.

Existing Ordinances and Policies:

- Staff research has found other incentives/exemptions based on affordability include the following:
 - In order to utilize the Affordable Housing Zoning Incentive Policy to reduce RCA by up to 10%, a development must provide at least 5% of the units as affordable with the AMI being 100% for rental and up to 135% for ownership. The affordability period varies for rental, but must be at least 20 years for ownership.
 - The UDO exempts multi-family developments with rents that are affordable to a household with an annual income that is not greater than 80% of the AMI for the Raleigh, NC MSA from the requirement to provide EV-Ready and EV Charing Spaces.

Resource Conservation Area Requirement Comparison - March 2023

RCA/OPEN SPACE CRITERIA	Apex	Durham	Morrisville	Wake Forest	Wake County	Rolesville	Garner	Raleigh	Holly Springs	Knightdale	Wendell
RCA or equivalent required?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No
Conservation subdivision special %		50%						50%			
Residential RCA %	10-30%	3-18%	5-10%	5-15%		10-15%	10%*	20%	15-30%		
Non-residential/mixed use RCA %	10-25%	3-18%	5-10%	25%**		5-15%			1-15%		
Watershed %					25%						
Non-watershed %					10%						
Tree preservation in addition to RCA			15-20%***				18-20%*				
Recreation as open space	Public-Separate req.; Private-50% counts	1/3 of %		Separate req.			1/4 of %	1/3 of %	0-5% of %	Public - 100%	Public - 100%

* 25-27% average for RCA + tree preservation in residential districts

** Institutional Campus District only

*** Per local legislation, tree preservation is not required for single-family detached; there is some ability to swap common open space for tree preservation

No response from Cary, Fuquay-Varina, or Zebulon

Most exempt downtown areas and rural density areas. Apex exempts developments with a density of 2 units/acre and less from RCA requirements. Apex also exempts the Small Town Character Overlay District from RCA and landscape buffer requirements; riparian buffers still apply.

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for consideration by the Apex Town Council

Item Type: CLOSED SESSION
Meeting Date: September 12, 2023

Item Details

Presenter(s): Laurie Hohe, Town Attorney

Department(s): Legal Services

Requested Motion

Possible motion to enter into closed session pursuant to NCGS 143-318.11(a)(3) to preserve attorney-client privilege.

Approval Recommended?

N/A

Item Details

NCGS § 143-318.11(a)(3)

"To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body"

Attachments

- N/A



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for consideration by the Apex Town Council

Item Type: CLOSED SESSION

Meeting Date: September 12, 2023

Item Details

Presenter(s): Allen Coleman, Town Clerk

Department(s): Town Clerk's Office

Requested Motion

Possible motion to enter into closed session pursuant to NCGS § 143-318.11(a)(6) to consider a personnel matter.

Approval Recommended?

N/A

Item Details

NCGS § 143-318.11(a)(6)

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

Attachments

- N/A

