AGENDA | VIRTUAL REGULAR TOWN COUNCIL MEETING

September 28, 2021 at 6:00 PM

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

Town Council and Administration

Mayor: Jacques K. Gilbert | Mayor Pro Tem: Nicole L. Dozier
Council Members: Brett D. Gantt; Audra M. Killingsworth; Cheryl F. Stallings; Terry Mahaffey
Town Manager: Catherine Crosby | Assistant Town Managers: Shawn Purvis and Marty Stone
Town Clerk: Donna B. Hosch, MMC | Town Attorney: Laurie L. Hohe

COMMENCEMENT

Call to Order | Invocation | Pledge of Allegiance

PRESENTATIONS

PR1 Jacques K. Gilbert, Mayor

Presentation of Indigenous Peoples Day Proclamation

PR2 Jacques K. Gilbert, Mayor

Presentation of the Government Finance Officers Association's (GFOA's) Award of Achievement for Excellence in Financial Reporting to Vance Holloman, Finance Officer and Suzanne Parmentier, Accounting Manager.

CONSENT AGENDA

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

CN1 Shannon Cox, Long Range Planning Manager

Motion to approve, and to authorize the Town Manager to sign and execute, a Municipal Agreement with Wake County, North Carolina to use Community Development Block Grant (CDBG) funding to complete a sidewalk connection and enhancements to transit stops that would benefit low- and moderate-income persons.

CN2 Amanda Bunce, Current Planning Manager

Motion to approve the Statement of the Apex Town Council pursuant to G.S. 160D-605(a) addressing action on the Unified Development Ordinance (UDO) Amendments of September 14, 2021.

CN3 Michael Deaton, PE, Director

Motion to approve multi-year Master Agreements for On-Call Professional Services for multiple firms.

CN4 Megan Pendell, Sustainability Coordinator

Motion to appoint Greg Reger as a new member on the Environmental Advisory Board (EAB).

CN5 Michael Deaton, PE, Director

Motion to approve an ILA with Holly Springs for water supply mutual aid.

CN6 Colleen Merays, Downtown & Small Business Development Coordinator

Motion to close to up to 2 on-street parallel parking spaces along N. Salem Street from Center St. to Chatham St. to allow for extended outdoor seating, and to approve an ordinance temporarily modifying Town Code Sections 14-14 and 18-11 as they relate to sidewalk dining on public streets and sidewalks beginning September 30, 2021 through November 12, 2021.

CN7 Colleen Merays, Downtown & Small Business Development Coordinator

Motion to approve the Co-Sponsored Special Event Permit request for Apex Rotary Christmas Parade with the approved date of Saturday, December 4, 2021.

CN8 Colleen Merays, Downtown & Small Business Development Coordinator

Motion to amend the approved Co-Sponsored Event to end December 9, 2021.

CN9 Angela Reincke, Parks Planning Project Manager

Motion to approve and authorize the Town Manager to execute Final Conditional Letter of No Objection from Cardinal Operating Company, LLC in conjunction with Kelly West Homeowners Association for construction of the Beaver Creek Greenway PHI, PHIA and PHII.

CN10 Mary Beth, Manville

Motion to approve additional 1% for Merit Budget and corresponding Budget Ordinance Amendment No. 6

CN11 Shawn Purvis, Assistant Town Manager

Motion to approve resolution approving the Memorandum of Agreement (MOA) Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation

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 Liz Loftin, Senior Planner

Continued from the August 24, 2021 Town Council meeting. Public Hearing and possible motion to approve Rezoning Application #21CZ15 Chapel Ridge Towns PUD. The applicant, Toll Brothers, Inc., seeks to rezone approximately 21.60 acres from Rural Residential (RR) to Planned Unit Development-Conditional Zoning (PUD-CZ). The proposed rezoning is located at 1412 Olive Chapel Road; 1400, 1401, 1408, 1409 Barnside Lane and Barnside Lane right-of-way.

PH2 Liz Loftin, Senior Planner

Public hearing and possible motion to adopt an Ordinance on the Question of Annexation – Apex Town Council's intent to annex Shri Varni, LLC (Apex C-Store) property containing 6.064 acres located at 3600 Old US1 Hwy, Annexation #716 into the Town's corporate limits.

AND

PH3 Liz Loftin, Senior Planner

Public Hearing and possible motion to approve Rezoning Application #21CZ11 Apex C-Store and Ordinance. The applicant Kalpesh Patel, Shri Varni LLC, seeks to rezone approximately 5.37 acres from Wake County R-40W to Neighborhood Business- Conditional Zoning (B1-CZ). The proposed rezoning is located at 3600 Old US 1 Highway.

PH4 Shannon Cox, Long Range Planning Manager

Public hearing and possible motion regarding amendments to the Transportation Plan in the vicinity of US 64 Highway associated with Rezoning Case #21CZ12.

PH5 Shelly Mayo, Planner II

Public hearing and possible motion to adopt an Ordinance on the Question of Annexation – Apex Town Council's intent to annex John William and Faye C. Long and Deanna's Dowry, LLC (Legacy PUD) property containing 34.335 acres located at 0 Olive Chapel Road and 3601 US 64 Hwy, Annexation #711 into the Town's corporate limits.

AND

PH6 Shelly Mayo, Planner II

Public hearing and possible motion to approve Rezoning Application #21CZ12 Legacy PUD and Ordinance. The applicant, Ryan Linker for GCI Acquisitions, LLC, seeks to rezone approximately 60.97 acres from Rural Residential (RR) and Wake Co. R-80W to Planned Unit

Development – Conditional Zoning (PUD-CZ). The proposed rezoning is located at 3601 and 3609 US 64 Hwy W, and 0 Olive Chapel Rd.

AND

OLD BUSINESS

UNFINISHED BUSINESS

UB1 Vance Holloman, Finance Director

Possible motion to approve a Resolution authorizing the execution and delivery of an Installment Financing Agreement, a Deed of Trust and related documents in connection with the financing of various capital improvements for the Town of Apex, North Carolina.

NEW BUSINESS

UPDATES BY TOWN MANAGER

TM1 Catherine Crosby, Town Manager

Updates on Town operations by Town Manager Catherine Crosby

CLOSED SESSION

CS1 Laurie Hohe, Town Attorney

Possible motion to go into closed session to consult with the Town Attorney pursuant to NCGS 143-318.11(a)(3) to discuss the handling of the matter of Caloggero v. Town of Apex.

WORK SESSION

ADJOURNMENT

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PRESENTATION

Meeting Date: September 28, 2021

Item Details

Presenter(s): Jacques K. Gilbert, Mayor

Department(s): Governing Body

Requested Motion

Presentation of Indigenous Peoples Day Proclamation

Approval Recommended?

N/A

Item Details

N/A

Attachments

- Proclamation

Town of Apex, North Carolina

Proclamation

from the Office of the Mayor

INDIGENOUS PEOPLES' DAY

WHEREAS, the Town of Apex, North Carolina recognizes that the Indigenous People of the lands that would later become known as the Americas have occupied these lands since long before European settlers; and

WHEREAS, the Town recognizes that Apex is built upon the land where Indigenous Peoples hunted and lived; and

WHEREAS, the Town values the many contributions made to our community through Indigenous Peoples' knowledge, labor, technology, science, philosophy, arts, and culture; and

WHEREAS, the community southwest of Apex, known as Friendship, brought together Indigenous Peoples, African Americans, and European Americans; and

WHEREAS, the Town of Apex seeks to combat cultural prejudice, eliminate racial discrimination, and to promote awareness, understanding, and good relations among Indigenous Peoples and all other segments of our community; and

WHEREAS, the Town of Apex promotes equality of opportunity consistent with the U.S. Declaration of Independence for all people including those who descend from Indigenous Peoples, and desires to uphold policies and practices that ensure equal access to opportunity and their rights to pursue life, liberty, and happiness in America; and

WHEREAS, Indigenous Peoples' Day was first proposed in 1977 by a delegation of Native Nations to the United Nations-sponsored International Conference on Discrimination against Indigenous Peoples in the Americas; and

WHEREAS, the United States endorsed the United Nations Declaration on the Rights of Indigenous Peoples ("the Declaration") on December 16, 2010, and the Declaration recognizes that "Indigenous peoples have suffered from historic injustices as a result of their colonization and dispossession of their lands, territories, and resources."

NOW, THEREFORE, I, Jacques K. Gilbert, Mayor of the Town of Apex, do hereby proclaim, Monday, October 11, 2021 as Indigenous Peoples' Day in Apex.

IN WITNESS THEREOF, I have hereunto set my hand
and caused the Seal of the Town of Apex, North Carolina
to be affixed this the 28th day of September 2021

Jacques K. Gilbert, Mayor

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PRESENTATION

Meeting Date: September 28, 2021

Item Details

Presenter(s): Jacques K. Gilbert, Mayor

Department(s): Governing Board

Requested Motion

Presentation of the Government Finance Officers Association's (GFOA's) Award of Achievement for Excellence in Financial Reporting to Vance Holloman, Finance Officer and Suzanne Parmentier, Accounting Manager.

Approval Recommended?

N/A

Item Details

GFOA's Certificate of Achievement for Excellence in Financial Reporting Program is intended to encourage and assist governments in preparing financial reports of the highest quality for the benefit of its citizens and other parties with an interest the government's finances. During the 76 years the Program has operated, it has gained widespread recognition as the premiere indicator of excellence in governmental accounting and financial reporting. To earn the certificate of achievement the Town of Apex had to complete a 49 page checklist; substantially conform to the Program's strenuous criteria, which goes well beyond the minimum requirements of generally accepted accounting principles: and have its financial report reviewed by three independent reviewers. There are approximately 90,000 governmental units in the United State and less than 5% obtain this pinnacle in financial reporting. Accordingly, GFOA hopes that the Town of Apex will serve as an example and encourage others to strive for the same high standards in preparing their financial statements.

Vance Holloman, Suzanne Parmentier and other members of the Town staff worked together to produce the Town's 2020 Annual Comprehensive Financial Report (ACFR). The ACFR was submitted to GFOA for consideration. For the 27th consecutive year the Town's ACFR met the standards to receive this prestigious award.

Attachments

- 2020 GFOA Certificate of Achievement

Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

Town of Apex
North Carolina

For its Comprehensive Annual
Financial Report
For the Fiscal Year Ended

June 30, 2020

Christopher P. Morrill

Executive Director/CEO

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: September 28, 2021

Item Details

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

Department(s): Planning and Community Development

Requested Motion

Motion to approve, and to authorize the Town Manager to sign and execute, a Municipal Agreement with Wake County, North Carolina to use Community Development Block Grant (CDBG) funding to complete a sidewalk connection and enhancements to transit stops that would benefit low- and moderate-income persons.

Approval Recommended?

Yes

Item Details

The Town of Apex's adopted budget includes allocation of tax revenue to an Affordable Housing Fund. Under this agreement, the Town's allocation of $1 million to the Affordable Housing Fund will serve as a matching contribution to Wake County's allocation of up to $402,700 of CDBG funds for enhancing GoApex Route 1 bus stops and completing a sidewalk connection along James Street and E. Williams Street that would provide pedestrian connectivity to GoApex Route 1 bus stops. The CDBG funds are intended to benefit low- and moderate-income persons. Wake County and Town staff have completed the verification process to confirm eligibility of this project for the funds. The County will be responsible for managing the design and construction process including compliance with all requirements associated with the use of CDBG funds. The Town will be responsible for maintenance of the constructed facilities. If construction costs exceed the amount allocated from CDBG funds, the Town would also be responsible for providing additional funds to construct the project. In this case, the Town would have an opportunity to approve the additional funds prior to construction moving forward.

Attachments

- Municipal Agreement with Wake County, North Carolina

MEMORANDUM OF UNDERSTANDING

Department: 47 - Housing & Community Revitalization

Vendor: VC0000001131 - TOWN OF APEX

Description of Services: The funds will be utilized to assist the Town of Apex to construct pedestrian crossing connections to ease access to a bus stop and install five bus stop amenities to serve the municipality's local transit route, GoApex Route 1 in the Town of Apex. The Municipality will contribute $1,000,000 (One Million Dollars) toward affordable housing programs in the Town of Apex.

BOC Date Approved: 5/3/2021

Contract Start Date: 6/21/2021 **Contract End Date:** 6/30/2023

Max Amount Payable: $0.00

Funding Source(s):

X Federal State County Grants Other None
CFDA # 14.218

BFY	Acct Template	Object	Description	Amount

Competition:

RFP#: N/A **Next Competition:** NOT APPL **Year Last Competed:** NOT APPL

Person Responsible for Monitoring the Contract Performance Requirements: Diana Youssef

MUNICIPAL AGREEMENT

WAKE COUNTY, NORTH CAROLINA

This municipality agreement is entered into this _____day of _____, by and between the **Town of Apex**, a body corporate and politic located in the State of North Carolina, hereinafter referred to as the "**Municipality**", and the **County of Wake**, a body corporate and politic located in the State of North Carolina, hereinafter referred to as the **"County".** The Municipality and the County are hereinafter jointly referred to as the "Project Partners." This agreement will not become effective until all conditions placed upon the County's funding are satisfied.

WHEREAS, the County has received a Community Development Block Grant (CDBG) from the U.S. Department of Housing and Urban Development (HUD) to be used principally to benefit low- and moderate-income persons by financing concentrated community revitalization and public facility projects, scattered housing rehabilitation projects, affordable housing development incentives, and community economic development incentives; and,

WHEREAS, the County, through the Neighborhood Revitalization Program, has set aside up to **$402,700 (Four Hundred, Two Thousand, Seven Hundred Dollars**) of CDBG funds for the GoApex Route 1 project, and the Municipality has committed **$1,000,000 (One Million Dollars)** in matching funds towards the operation of affordable housing programs within the Municipality's jurisdiction; and,

WHEREAS, CDBG funds will be used for the construction of pedestrian mobility and bus stop improvements in low and moderate income neighborhoods along the Municipality's local transit route, GoApex Route 1 in the Town of Apex; and,

WHEREAS, this project is included and approved through the Department of Housing Affordability and Community Revitalization Affordable Housing Action Plan approved on **May 3, 2021** by the Wake County Board of Commissioners,

NOW, THEREFORE, the purpose of this municipal agreement is to memorialize the terms and conditions of acceptance of assistance given by the County to the Municipality.

ARTICLE ONE - RESPONSIBILITIES OF THE PROJECT PARTNERS

I. STATEMENT OF WORK

i. The Municipality and Wake County will partner to construct pedestrian crossing connections to ease access to a bus stop and install five bus stop amenities to serve the municipality's local transit route, GoApex Route 1 in the Town of Apex. The County will provide CDBG funds and begin construction of the Project contingent upon confirmation of the Municipality's contribution of **$1,000,000 (One Million Dollars)** toward affordable housing programs in the Town of Apex. Allocation of said funds to affordable housing programs in the Municipality's budget shall suffice as evidence of the above referenced contribution.

ii. The Municipality shall use its best efforts to assist the County in completing the project by June 30, 2023. The Municipality shall inform the County immediately should any changes occur that may affect the project schedule including but not limited to, permitting and easements. The total cost of the infrastructure improvements is estimated at $402,700 (Exhibit A). The County's contribution will be $402,700 (which includes contingency). All costs for the infrastructure

improvement project funded by CDBG that exceed the estimated cost in "Exhibit A" and contingency ("Project Overruns") shall be paid for 100% by the Municipality upon approval by the authorized official.

iii. The County shall in no event be responsible for payment of Project Overruns, or have any obligation to complete the Project in the event that Municipality cannot fund the Project Overruns.

iv. The Parties agree that no funds for the Project have been budgeted or appropriated by the Municipality through this Agreement.

v. In the event the Project fails to be completed due to the failure of the Municipality to contribute the funds necessary to fully fund Project Overruns, the Municipality shall be responsible for reimbursing the County for any expended CDBG funds which must be repaid to HUD due to the failure of the Project. If repayment to HUD is required the Parties agree that the Municipality shall only be responsible for reimbursement of funds actually expended at the time Municipality fails to fund Project Overruns, and in accordance with the expenditures detailed in Exhibit A.

vi. The Municipality shall be responsible for all present and future maintenance for the Project, and all costs of present and future maintenance for the Project when complete.

vii. The County shall notify the Municipality regarding changes to project scope prior to authorizing additional construction or labor exceeding the estimated budget in Exhibit A.

viii. The County shall supervise all aspects of design and the construction of the project. The supervision shall include but is not limited to all construction activities for the project that conform to specifications including:

1. Acquire all necessary approvals and permits from the local jurisdictions, such as site plan approval, zoning, environmental permits and construction permits.
2. Bid the project according to federal regulations and guidelines.
3. Monitor and manage construction with a completion date of **June 30, 2023**.
4. Process payment requests from contractors.
5. Take digital photographs of the area before and after project implementation.
6. Retain copies of all permits and final inspection certificates issued pursuant to the requirements of the NC State Building Code.
7. Maintain weekly Davis Bacon Certified Payrolls, submitted monthly from construction contractors.
8. Conduct an Environmental Review (where applicable) and obtain HUD release of funds.

ix. The Municipality shall provide timely information and technical assistance necessary to assist the County.

x. The County shall provide up to **$402,700** in CDBG funds for the project.

The County shall document activities undertaken with the funds, the location of those activities, amount of CDBG funds budgeted and expended, and provisions under Subpart C under which it is eligible (24 CFR 570.204(a) and 570.207(b)(3)(iii)).

xi. The County shall conduct periodic Davis Bacon interviews of contractors' employees.

xii. The County shall document how the activities undertaken with its CDBG funds benefit low- and moderate- income persons:

A. Show the total cost of the activity, including both CDBG and non-CDBG funds;

B. Comply with 24 CFR 570.505 regarding any change of use of real property acquired or improved with CDBG assistance.

C. Prepare fair housing and equal opportunity records containing:

1. Documentation of actions undertaken to meet the requirements of 24 CFR 570.607(b) which implements Section 3 of the Housing Development Act of 1968, as amended (12 U.S.C. 1701U) relative to the hiring and training of low and moderate income persons and the use of local businesses.
2. Data indicating the racial/ethnic character of each business entity receiving a contract or subcontract of $25,000 or more paid, with CDBG funds, data indicating which of those entities are minority or women's businesses, the amount of the contract, and documentation of the County's affirmative steps to assure that minority business and women's business enterprises have an equal opportunity to obtain or compete for contracts and subcontracts as sources of supplies, equipment, services and construction.

xiii. Demonstrate and monitor that activities at the facility meet National Objectives: low- and moderate-income benefits (24 CFR 570.208(a) (1) or (4)) (24 CFR 570.506 (b)(5)).

xiv. Reversion of Assets: Upon expiration of this agreement and completion of the project, as demonstrated by the receipt of final invoices from the consultant and contractor, the County must transfer to the Municipality any unexpended Municipal funds on hand and any accounts receivable attributable to the use of Municipal funds.

II. TERMS

A. The County agrees to proceed with the planning and design of the project after receipt of a fully executed original of this Agreement. The funds provided by the County shall be drawn down by the contractor selected for the project through payment applications approved by Wake County per the Contract Documents executed with the design professional and contractor. This Agreement shall be in effect until the date of completion estimated to be on or before **June 30, 2023**. Time is of the essence with respect to all dates specified in the Contract Documents as Completion Dates.

A timeline for required actions will be created and agreed upon by the Project Partners. If timelines are not met, an amended timeline must be agreed upon between the Project Partners. The Project Partners may agree upon an amended timeline through electronic mail. Failure to adhere to the agreed upon timeline could result in the cancellation of the project. Cancellation of a project may require reimbursement of any federal funds expended.

B. In the event that project costs increase above the estimated budget and contingency, and upon approval in accordance with the terms of this Agreement, the Municipality will submit a check in the amount of the required funds to Wake County within 30 days of the approval and prior to any work beginning.

III. RECORDS AND REPORTS

A. The Project Partners shall provide any records (such as easement documentation) necessary to meet its federal program and reporting requirements described in ARTICLE ONE above.

B. Uniform Administrative Requirements.

The Project Partners shall follow the administrative requirements as described in 24 CFR 570.502 including 2 CFR Part 200 (a): the requirements and standards of Subpart E "Cost Principles for State, Local and Indian Tribal Governments", Subpart F "Audits of States, Local Governments and Non-Profit Organizations, Subparts A-E "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments".

C. Other Program Requirements and CDBG Compliance Requirements
Exhibit B and Exhibit C are incorporated as part of the contract by reference.

D. The Municipality shall allow the County to inspect all records necessary pertaining to the Project at reasonable times during regular business hours. The Municipality also agrees that it will supply such financial records, information and verifications that may be requested by the County.

ARTICLE TWO - PROGRAM INCOME

I. Program income is defined as the gross income received by the County or the Municipality directly generated by the use of CDBG funds. It is not anticipated that this project will generate any program income. However, should any income be generated, and come to the Municipality, it shall be recorded by the Municipality and reported to the County (24 CFR 570.504 (a)). The Municipality is not responsible for any program funds not received by the Municipality. Any program income shall be disbursed before any additional CDBG funds are withdrawn from the U.S. Treasury for the same purposes that generated the program income to begin with (24 CFR 570.500 (a)(1)(v) 04(c)).

II. Any program income generated shall be returned to the County and be used to support CDBG-eligible activities.

ARTICLE THREE - AUDIT

I. Each party agrees that any duly authorized representative of the County, the U.S. Department of HUD, the Comptroller General of the United States, and the County shall, at all reasonable times, have access to and the right to inspect, copy, audit, and examine all of the books, records, and other documents relating to the grant and the fulfillment of this agreement for a period of three years following the completion of all closeout procedures respecting the CDBG funds, and the final settlement and conclusion of all issues arising out of this project.

Notwithstanding anything herein to the contrary, the parties hereto acknowledge the due execution of this Agreement between the Municipality and the County and agree that any conflict between the provisions, requirements, duties or obligations shall be in favor of this agreement.

ARTICLE FOUR – MISCELLANEOUS PROVISIONS

I. FINANCIAL RESPONSIBLITY
The Parties acknowledge that the County is a political subdivision of the State of North Carolina and the Municipality is a municipal corporation under the laws of the State of North Carolina.
The County agrees to be responsible for any and all costs, claims or liability, including: personal injury, accidents, negligence or damage relating to the Project, or any claim arising therefrom, caused by County or its employees to the extent permitted by North Carolina law and consistent

with the terms of and as allowed by County's 2003 Resolution Regarding Limited Waiver of Sovereign Immunity and may be liable only as therein provided. The Municipality agrees to be responsible for any and all costs, claims or liability, including: personal injury, accidents, negligence or damage relating to the Project, or any claim arising therefrom, caused by Municipality or its employees to the extent permitted by North Carolina law and may be liable only as therein provided. Nothing in this Article shall constitute waiver of the governmental immunity of the Municipality or the County in any respect, under North Carolina law.

II.

The Parties shall operate as independent contractors, and the County shall not be responsible for any of the Municipality's acts or omissions and the Municipality shall not be responsible for any of the County's, or its contractors' or subcontractors' acts or omissions. The Municipality shall not be treated as an employee with respect to the services performed hereunder for federal or state tax, unemployment or workers' compensation purposes. The Municipality agrees that neither federal, nor state or payroll tax of any kind shall be withheld or paid by the County on behalf of the Municipality or the employees of the Municipality. The Municipality shall not be treated as an employee with respect to the services performed hereunder for purposes of eligibility for, or participation in, any employee pension, health, or other fringe benefit plan of the County. The County shall not be liable to the Municipality for any expenses paid or incurred by the Municipality unless otherwise agreed in writing. The Parties shall comply with all federal, state and local laws regarding business permits, certificates and licenses that may be required to carry out the services to be performed under this Agreement. The County shall insure that all personnel engaged in work under this Agreement shall be fully qualified and shall be authorized under state and local law to perform the services under this Agreement.

III. NO WAIVER OF SOVEREIGN IMMUNITY

Wake County and the Municipality agree that nothing in this Agreement shall be construed to mandate purchase of insurance by Wake County pursuant to N.C.G.S. 153A-435; or to be inconsistent with Wake County's "Resolution Regarding Limited Waiver of Sovereign Immunity" enacted October 6, 2003; or to in any other way waive Wake County's defense of sovereign or governmental immunity from any cause of action alleged or brought against Wake County for any reason if otherwise available as a matter of law. Nothing in this Agreement shall constitute waiver of the Municipality's governmental immunity in any respect, under North Carolina law.

IV. NON-ASSIGNMENT

The Municipality shall not assign any of its rights or obligations hereunder, including rights to payments, to any other party without the prior written consent of the County. The County may not assign any of its rights or obligations hereunder, including rights to payments, to any other party without the prior written consent of the Municipality.

V. ENTIRE AGREEMENT

The Municipality and the County agree that this document constitutes the entire agreement between the two parties and may only be modified by a written mutual agreement signed by the parties.

VI. To ensure compliance with the E-Verify requirements of the General Statutes of North Carolina, all contractors, including any subcontractors employed by the contract(s), by submitting a bid, proposal or any other response, or by providing any material, equipment, supplies, services, etc, attest and affirm that they are aware and in full compliance with Article 2 of Chapter 64, (NCGS 64-26(a)) relating to the E-Verify requirements.

VII. By signing this agreement, Municipality certifies that as of the date of execution of this Agreement,

a. it does not appear on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-6E and published on the State Treasurer's website at www.nctreasurer.com/Iran and

b. it will not utilize any subcontractor that appears on the Final Divestment List in the performance of duties under this Agreement.

ARTICLE FIVE - TERMINATION

I. NON-APPROPRIATION

Municipality recognizes that Wake County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are not available and not appropriated to purchase the services specified in this Agreement, then this Agreement shall automatically expire without penalty to Wake County . In the event of a legal change in Wake County's statutory authority, mandate, and mandated functions which adversely affects Wake County's authority to continue its obligations under this Agreement, then this Agreement shall automatically expire without penalty to Wake County and without the thirty (30) day notice requirement set forth in Article I, Section II.

II. The laws of the State of North Carolina shall apply to the interpretation and enforcement of this Agreement. 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.

III. This Agreement may be terminated with consent of both parties. If any provision of the Agreement shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.

ARTICLE SIX – PROJECT CONTACTS

Project contacts shall be as follows:

Municipality: **Shannon Cox**
Long Range Planning Manager
Town of Apex
PO Box 250
Apex, NC 27502
(919) 249-3505
Shannon.cox@apexnc.org

Wake County: **Thomas Covington**
Facilities Design & Construction
Project Manager
336 S. Salisbury St.
Raleigh, NC 27602
(919) 856-6362
Thomas.Covington@wakegov.com

with copy to: **Chris Whitenhill**
Housing Affordability & Community Revitalization
Affordable Housing Planner
P.O. Box 550, Suite 440 WCOB
Raleigh, NC 27602
(919) 856–5265
Chris.Whitenhill@wakegov.com

with copy to: **Diana Youssef**
Housing Affordability & Community Revitalization
Community Development Specialist
P.O. Box 550, Suite 440 WCOB
Raleigh, NC 27602
(919) 508-0781
Diana.Youssef@wakegov.com

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and date first above written in a number of counterparts, each of which shall, without proof or accounting for other counterparts, be deemed an original contract.

WAKE COUNTY

Mark Forestieri, Fac. Design & Constr. Director

DATE

Alicia Arnold, Housing Dept. Division Director

DATE

Lorena McDowell, Housing Department Director

DATE

WAKE COUNTY, COUNTY MANAGER

DATE

MUNICIPALITY

Catherine Crosby, Town Manager

DATE

ADDRESS

Municipality IRS Identification No.

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

TOWN FINANCE DIRECTOR

EXHIBIT A
PROJECT COST ESTIMATE

BUS STOP NEEDS	COST
Design Fee	$74,350
Subtotal Bus Stop Amenities	$51,532.00
Subtotal Pedestrian Improvements	$205,600.00
Total Contingency	$37,790.92
Total NCDOT Oversight	$33,427.08
TOTAL Costs	**$402,700.00**

EXHIBIT B
OTHER PROGRAM REQUIREMENTS

The Contractor, Engineer or Municipality must also follow the requirements list below in completing its activities.

1. Section 109 of the Act--24 CFR 570.602;

   This section requires that no person in the United States shall on the ground of race, color, national origin, age, or handicapped status be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with community development funds make available pursuant to the Act.

2. Labor Standards--24 CFR 570.603;

   Section 110 of the Act requires that all laborers and mechanics employed by contractors or subcontractors on construction work financed in whole or in part with assistance received under the Act shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended.

3. Environmental Review--24 CFR 570.604;

   The Environmental Review for the project has been completed and is on file in the Wake County Human Services Department, 300 S. Salisbury St., Suite 410, Raleigh, NC.

4. Employment and Contracting opportunities--24 CFR 570.607;

   The Contractor, Engineer or Municipality shall comply with Executive Order 11246, as amend by Executive Order 12086, and regulations issued pursuant thereto which provide that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of Federal or federally assisted construction contracts. Contractors and subcontractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training and apprenticeship. Section 3 of the Housing and Urban Development Act of 1968 requires, to the greatest extent feasible opportunities for training and employment be given to low and moderate income persons residing within Wake County. The Act also states that contracts for work in connection with federally-funded projects be awarded to eligible businesses which are located in, or owned in substantial part by persons residing in the County.

5. Uniform Administrative Requirements and Cost Principles--24 CFR 570.610;

   The Contractor, Engineer or Municipality shall comply with the policies, guidelines and requirements of Supercircular 2 CFR Part 200 including single audit requirements specified in 2 CFR 200.501. The Supercircular describes federal rules that must be followed when CDBG funded activities are carried out.

6. Conflict of Interest--24 CFR 570.611;

   No employee, officer, or agent of the grantee or sub-grantee shall participate in selection, or in award or administration of a contract supported by Federal funds if a conflict of interest, real or

apparent, would be involved. Such a conflict would arise when an employee, officer, agent, member of his/her immediate family, partner, or organization which employs or is about to employ, any of the above, has a financial or other interest in the firm selected for the award.

7. Executive Order 12372--Intergovernmental Review of Federal Programs--24 CFR 570.612.

The Executive Order 12372 applies only where the use of loan funds will involve the planning and construction of water or sewer facilities. If such facilities will be planned and constructed with County funds, the Municipality must initiate the Executive Order review process.

8. Conditions for Religious Organizations.
Where applicable, the conditions prescribed by HUD for the use of CDBG funds by religious organizations shall be followed according to 24 CFR 570.200(j).

9. Clause for Suspension and Termination.

This agreement may be suspended or terminated if the Contractor, Engineer or Municipality materially fails to comply with any term of the award (2 CFR Part 200 Subpart D). This agreement may also be terminated for convenience of either party (2 CFR Part 200 Subpart D).

10. Reversion of Assets.

Any unexpended CDBG funds shall be paid back to the County should the Contractor, Engineer or Municipality default on the agreement. The funds shall be used for an eligible use as defined by Federal guidelines, regulations and statutes at that time.

11. Federal Provisions

Reporting Requirements:
In accordance with 2 CFR Part 200 Subpart D, the County and Contractor, Engineer or Municipality will comply with all requirements and regulations pertaining to reporting, specifically those parts listed under 2 CFR 200.301 through 200.302 and 2 CFR 200.327 through 200.329.

In accordance with 2 CFR 200.321, the Contractor, Engineer or Municipality will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

Patent Rights:
In accordance with 2 CFR 200.435, the County and Contractor, Engineer or Municipality will comply with all requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is invented in the course of or under such contract.

Copyrights:
The United States Department of Housing and Urban Development reserves a royalty free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and, to authorize others to use, - for Federal Government purposes: (a) the copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant; and (b) any rights of copyright to which a grantee, sub-grantee or a contractor purchases ownership with grant support.

Record Retention and Access to Pertinent Information:
In accordance with 2 CFR 200.333, the County shall retain all pertinent books, documents, papers and records pertaining to this contract for a period of three years after the date of final payment and all other pending matter are closed. All accounts and records shall be maintained, including personal property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary to assure proper accounting for all project funds, both Federal and non-Federal shares.

In accordance with 2 CFR 200.333, the Contractor, Engineer or Municipality, and his subcontractor, if any, shall retain all pertinent books, documents, papers and records involving transactions relating to this contract for three years from the date of final payment under this contract.

The Contractor shall make such records available to the County, the Comptroller General of the United States, the U.S. Department of Housing and Urban Development, or their duly authorized representatives, for the purpose of making audit, examination, excerpts and transcriptions.

The periods of access and examination described above, for records, which related to litigation or the settlement of claims arising out of the performance of this contract, or costs and expenses of this contract as to which exception has been taken by the County, the Comptroller General of the United States, the U.S. Department of Housing and Urban Development, or their duly authorized representatives, shall continue until such litigation, claims, or exceptions have been disposed of.

Davis-Bacon Act Provision:
The Contractor shall comply with all provisions of the Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor Regulations 29 CFR part *5*. Under this Act, the Contractor shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The grantee shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of contract shall be conditioned upon acceptance of wage determination. The grantee shall report all suspected or reported violations to the grantor agency.

(Contract Work Hours and Safety Standards Act: (Applicable to construction contracts awarded by grantees or sub-grantees in excess of $2,000, and in excess of $2,500 for other contracts which involve the employment of mechanics or laborers.)

The Contractor, and any of his subcontractors, shall comply with Section 103 and 107 of the contract Work Hours and Safety Standard Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR Parts 3, *5* and *5a).* Under Section 103 of the Act, the contractor and any of his sub-contractors shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty hours. Work in excess of the standard work week is permissible, provided the worker is compensated at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in any work week. Section *5* of the Federal Labor Standards Provisions, HIUD form 4010 and 4010.1 attached and incorporated herein, sets forth in detail the Section 103 requirements.

Section 107 of the Act provides that not laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous or dangerous to his health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market.

12 Relocation:
The Contractor, Engineer or Municipality must comply with the Uniform Relocation Act (49 CFR Part 24).

13. Debarred and Suspended Parties:
The County and Contractor, Engineer or Municipality must not make any award or permit any award (sub-grant or contract) at any time to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension". By entering into this contract, the Contractor certifies that it is not currently debarred or suspended, or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspensions".

The GSA List of Parties Excluded from Federal Procurement or Non-Procurement Programs has been checked on _____ and the above Contractor, Engineer or Municipality has been determined to be eligible to participate in a CDBG-assisted project.

_____
(Signature of Verifying Officer)

Assets & Contracts Manager
(Title)

IN WITNESS WHEREOF, the parties, by and through their authorized agents, have hereunder set their hands and seal, all as of the day and year first above written.

EXHIBIT C
SUPPLEMENTARY GENERAL CONDITIONS
CDBG COMPLIANCE REQUIREMENTS

SUPPLEMENTARY GENERAL CONDITIONS
CDBG COMPLIANCE REQUIREMENTS

Contract Provisions

1. **Conflict of Interest of Members, Officers, or Employees of the Local Governing Body, or other Public Officials Provision**
2. **Legal Remedies Provision**
3. **Termination Provision**
4. **Nondiscrimination Clause, Section 109**
5. **Age Discrimination Clause**
6. **Section 504- Disability Discrimination Clause**
7. **Executive Order 11246 Clause**
8. **Section 3 Clause**
9. **Copeland "Anti-Kickback" Act Provision**
10. **Davis-Bacon Act Provision**
11. **Contract Work Hours and Safety Standards Act Provision**
12. **Access to Records and Record Retainage Clause**
13. **Clean Water, Clean Air, E.O. 11738 and EPA Regulations Provision**
14. **Lead-Based Paint Clause**
15. **Lobbying Clause**
16. **Rights to Inventions Clause**
17. **Debarment and Suspension**
18. **Certification of Eligibility**

Attachments

1. **Equal Employment Opportunity Certification-Contractor**
2. **Equal Employment Opportunity Certification-Subcontractor**
3. **Section 3 Certification-Contractor**
4. **Section 3 Certification-Subcontractor**
5. **Section 3 Affirmative Action Plan**
6. **Federal Labor Standards Provisions-HUD Form 4010**
7. **Wage Decision(s)**
8. **Labor Standards Certification-Contractor**
9. **Labor Standards Certification-Subcontractor**
10. **Payroll Supervisor Certification**
11. **Anti-Lobbying Certification**

CDBG CONTRACT PROVISIONS

1. Conflict of Interest (2 CFR Part §200.318 General procurement standards): Interest of Members, Officers, or Employees of the Recipient, Members of Local Governing Body, or Other Public Officials

No member, officer, or employee of the recipient, or its agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any financial interest, either direct or indirect, in any contract or subcontract, or the proceeds under this agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in the program The recipient shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.

2. Legal Remedies Provision

As stated in 2 CFR Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

All construction contracts shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as may be appropriate. The Contractor is referred to the General Conditions of these Contract Documents, which contain detailed provisions concerning breach of contract and remedies for breach of contract.

3. Termination Provision

As stated in 2 CFR Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

All construction contracts in excess of $10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor. The Contractor is referred to the General Conditions of these Contract Documents, which contain detailed provisions concerning termination of the contract.

4. Nondiscrimination Clause - Section 109, Housing and Community Development Act of 1974

No person in the United States shall on the ground of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds available under this title.

5. Age Discrimination Act of 1975, as amended - Nondiscrimination on the Basis of Age

No qualified person shall on the basis of age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal Financial assistance.

6. Section 504 of the Rehabilitation Act of 1973, as amended - Nondiscrimination on the Basis of Disability

No qualified disabled person shall, on the basis of disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal Financial assistance.

7. Executive Order 11246 Clause

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935,

3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advisor the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1964, and such other sanctions may be imposed and remedied involved as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraph (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; Provided, however, That in the event the contract becomes involved in, or threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Contractors and subcontractors are required to submit Equal Opportunity Certification Forms (See Attachments 1 and 2).

8. Section 3 Clause- Compliance in the Provision of Training, Employment, and Business Opportunities (24 CFR 135.38)

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Contractors and subcontractors are required to submit Section 3 Certification Forms (See Attachments 3 and 4) and Section 3 Plans with Tables A-D (See Attachment 5).

9. Copeland "Anti-Kickback" Act Provision

All construction contracts shall include a provision for compliance with the Copeland "Anti- Kickback" Act (18 U.S.C. 874; 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR, Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). This Act provides that each contractor and subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The grantee shall report all suspected or reported violations to the grantor agency.

Specific contract requirements concerning this provision are included in the Federal Labor Standards Provisions-HUD Form 4010, included as Attachment 6 to this section of the Contract Documents, and which form a portion of these Contract Documents and the executed contract between the grantee and Contractor.

10. Davis-Bacon Act Provision, as amended, (40 U.S.C. 3141-3148)

When required by Federal program legislation, all construction contracts, in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors and subcontractors must be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors and subcontractors shall be required to pay wages not less often than once a week. A copy of the current prevailing wage determination issued by the Department of Labor must be placed in each solicitation. The grantee shall report all suspected or reported violations to the grantor agency.

Specific contract requirements concerning this provision are included in the Federal Labor Standards Provisions-HUD Form 4010, included as Attachment 6 to this section of the Contract Documents, and which form a portion of these Contract Documents and the executed contract between the grantee and Contractor. A copy of the current prevailing wage determination(s) issued by the Department of Labor is included as Attachment 7 to this section of the Contract Documents and the award of a contract or subcontract shall be conditioned upon acceptance of the wage determination(s). Contractors and subcontractors are required to submit Labor Standards Certification Forms (See Attachments 8 and 9).

11. Contract Work Hours and Safety Standards Act Provision (40 U.S.C. 3701-3708)

Contracts awarded in excess of $100,000 which involve the employment of mechanics or laborers shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor Regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Under 40 U.S.C. 3702 of the Act, the Contractor and any of his subcontractors shall be required to compute the wages of every mechanic and laborer on the basis of standard work week of forty hours. Work in excess of the standard work week is permissible, provided the worker is compensated at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in any work week.

The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health and safety, as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Specific contract requirements concerning this provision are included in the Federal Labor Standards Provisions-HUD Form 4010, included as Attachment 6 to this section of the Contract Documents, and which form a portion of these Contract Documents and the executed contract between the grantee and Contractor.

12. Access to Records and Record Retainage Clause

In general, all official project records and documents must be maintained during the operation of this project and for a period of three years following close out in compliance with 24 CFR 570.490. The grantee, the North Carolina Department of the Treasurer, U. S. Department of Housing and Urban Development, and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Administering Agency which are pertinent to the execution of this Agreement, for the purpose of making audits, examinations, excerpts and transcriptions in compliance with the above Rule.

13. Clean Water, Clean Air, E.O. 11738 and EPA Regulations Provision

Compliance with Air and Water Acts: Contracts and subcontracts of amounts in excess of

$150,000 are subject to the requirements of the Clean Air Act, as amended, (42 U.S.C. 7401-7671q.), the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251-1387 and the regulations of the Environmental Protection Agency (EPA) with respect thereto, as amended. Violations must be reported to the Federal awarding agency and the Regional Office of the EPA.

The Contractor and any of its subcontractors for work funded under this Agreement, which is in excess of $150,000, agree to the following requirements:

(1) A stipulation by the contractor or subcontractors that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the EPA.

(2) Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 U.S.C. 7401-7671q) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1254) relating to inspection, monitoring, entry, reports, and information, and all regulations and guidelines issued there under.

(3) A stipulation that as a condition for the award of the contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

(4) Agreement by the Contractor that he will include or cause to be included the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the contractor will take such action as the Government may direct as a means of enforcing such provisions.

In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under Section 113(c) (1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

14. Lead-Based Paint Clause

The Contractor is hereby specifically made aware of the lead-based paint regulations, (42 U.S.C. 4831; 24 CFR Part 570.608, and 24 CFR Part 35, as amended), which are applicable to the construction or rehabilitation of residential structures. To the extent that the subject matter of this contract involves residential structures, the Contractor will comply with the lead-based paint regulations.

15. Lobbying Clause

As required by 31 U.S.C. Section 1352, Byrd Anti-Lobbying Amendment, Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative, agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

16. Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or municipality wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or municipality must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

17. Debarment and Suspension (Executive Orders 12549 and 12689)

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

18. Certification of Eligibility

By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 29 CFR 5.12(a)(1) or to participate in HUD programs pursuant to 24 CFR Part 24 or, if applicable, by virtue or Section 3(a) of the Davis-Bacon Act. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 29 CFR 5.12(a)(1) or to participate in HUD programs pursuant to 24 CFR Part 24 or, if applicable, by virtue of Section 3(a) of the Davis-Bacon Act. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001 and 18 U.S.C. 1010.

CERTIFICATION OF ELIGIBILITY

This form must be attached and made a part of all contracts obligated by grantees and paid with CDBG funds.

Grantee: _____

Grant Number: _____

Project Name: _____

By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 29 CFR 5.12(a)(1) or to participate in HUD programs pursuant to 24 CFR Part 24 or, if applicable, by virtue or Section 3(a) of the Davis- Bacon Act. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 29 CFR 5.12(a)(1) or to participate in HUD programs pursuant to 24 CFR Part 24 or, if applicable, by virtue of Section 3(a) of the Davis- Bacon Act. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18

U.S.C. 1001 and 18 U.S.C. 1010.

_____	_____
(Signature)	(Name of Contractor)
_____	_____
(Printed Name and Title)	(Street Address or P. O. Box)
_____	_____
(Date)	(City, State, Zip Code)

_____

DUNS, Tax Identification or Social Security Number

****

FOR GRANTEE USE ONLY

The Federal List of Parties Excluded from Federal Procurement or Non-procurement Programs and State of North Carolina Debarred Vendors List have been checked and the above contractor or subcontractor has been determined to be eligible to participate in a CDBG assisted project.

_____

(Signature of Verifying Officer)

_____

(Title)

_____

(Date)

U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F. R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause: and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

NAME AND ADDRESS OF BIDDER (include ZIP Code)

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

_____ Yes _____No

2. Compliance reports were required to be filed in connection with such contract or subcontract.

_____ Yes _____No

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.

_____ Yes _____No _____None Required

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

_____ Yes _____No

NAME AND TITLE OF SIGNER (Please type)

SIGNATURE DATE

Replaces Form HUD 4238.CD-1, which is Obsolete HUD 950.1 (11-78)

U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

NAME OF PRIME CONTRACTOR | PROJECT NUMBER

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F. R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause: and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the subcontractor has not filed a compliance report due under applicable instructions, such subcontractor shall be required to submit a compliance report before the contractor, sponsor, applicant, or owner approves the subcontract or permits work to begin under the subcontract.

CERTIFICATION BY SUBCONTRACTOR

NAME AND ADDRESS OF SUBCONTRACTOR (include ZIP Code)

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

_____ Yes _____No

2. Compliance reports were required to be filed in connection with such contract or subcontract.

_____ Yes _____No

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.

_____ Yes _____No _____None Required

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

_____ Yes _____No

NAME AND TITLE OF SIGNER (Please type)

SIGNATURE | DATE

Replaces Form HUD 4238.CD-2, which is Obsolete | HUD 950.2 (11-78)

CERTIFICATION OF BIDDER REGARDING SECTION 3 AND SEGREGATED FACILITIES

A. **Name of Prime Contractor** _____ **Project Name & Number** _____

The undersigned hereby certifies that

(a) Section 3 provisions are included in the Contract.

(b) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds $10,000).

(c) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

_____

Name & Title of Signer (Print or Type)

_____ _____

Signature Date

CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING SECTION 3 AND SEGREGATED FACILITIES

Name of Subcontractor

Project Name & Number

The undersigned hereby certifies that

(a) Section 3 provisions are included in the Contract.

(b) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds $10,000).

(c) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

Name & Title of Signer (Print or Type)

Signature

Date

SECTION 3 AFFIRMATIVE ACTION PLAN

_____ agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the project area.

A. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.

B. To attempt to recruit from within the project area the necessary number of lower income residents through: Local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.

C. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.

D. To insert this Section 3 plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.

E. To insure that subcontracts which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.

F. To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.

G. To insure that all appropriate project area business concerns are notified of pending sub-contractual opportunities.

H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.

I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan.

J. To list on Table A information related to subcontracts to be awarded.

K. To list on Table B, all projected workforce needs for all phases of this project by occupation, trade, skill level and number of positions.

L. If successful bidder, to submit prior to final payment, Tables C and D to grantee which includes all applicable hires and subcontractors utilized on this project.

As officers and representatives of _____
(Name of Contractor)

We the undersigned have read and fully agree to this Affirmative Action Plan and become a party to the full implementation of this program.

_____
Signature

_____ _____
Title Date

_____
Signature

_____ _____
Title Date

TABLE A- BIDDER'S PROPOSED SUBCONTRACTS BREAKDOWN

FOR THE PERIOD COVERING_____, 20___through_____, 20___.
(Duration of the CDBG-Assisted Project)

Type of Contract (Business or Profession)	Total Number of Contracts	Total Approximate Dollar Amount	Estimated Number of Contracts To Section 3* Businesses	Estimated Dollar Amount To Section 3* Businesses

**A Section 3 Business Concern is a business that is 1) 51% or more owned by Section 3 Residents, or 2) a business whose permanent full-time workforce is at least 30% Section 3 residents, or 3) a business which contracts a dollar amount of all subcontracts with businesses as defined in numbers 1 and 2.*

_____
Company

_____ _____
Project Name Project Number

_____ _____
EEO Officer (Signature) Date

TABLE B- BIDDER'S ESTIMATED PROJECT WORKFORCE BREAKDOWN

Job Category	Total Estimate Positions Needed for Project	# Positions Currently Occupied By Permanent Employees	# Positions Not Currently Occupied	# Positions To Be Filled By Section 3* Residents
OFFICERS/ SUPERVISORS				
PROFESSIONALS				
TECHNICIANS				
HOUSING SALES/ RENTAL/MANAGEMENT				
OFFICE CLERICAL				
OTHERS				
TRADE:				
JOURNEYMAN				
APPRENTICES				
MAXIMUM # TRAINEES				
OTHERS				
TRADE:				
JOURNEYMAN				
APPRENTICES				
MAXIMUM # TRAINEES				
OTHERS				
TRADE:				
JOURNEYMAN				
APPRENTICES				
MAXIMUM # TRAINEES				
OTHERS				
TOTAL				

**A Section 3 Resident is an individual in a public housing project or within a non-metropolitan county in which the project is located and whose income does not exceed 80% of the higher of the median income adjusted by family size, for the county of residence for the non-metropolitan area of the state.*

_____
Company

_____ _____
Project Name Project Number

_____ _____
EEO Officer (Signature) Date

TABLE C- CONTRACTOR'S SECTION 3 NEW HIRES REPORT

Job Category	Total Estimate Positions Needed for Project	# Positions Currently Occupied By Permanent Employees	# Positions Not Currently Occupied	# Positions Filled By Section 3* Residents
OFFICERS/ SUPERVISORS				
PROFESSIONALS				
TECHNICIANS				
HOUSING SALES/ RENTAL/MANAGEMENT				
OFFICE CLERICAL				
OTHERS				
TRADE:				
JOURNEYMAN				
APPRENTICES				
MAXIMUM # TRAINEES				
OTHERS				
TRADE:				
JOURNEYMAN				
APPRENTICES				
MAXIMUM # TRAINEES				
OTHERS				
TRADE:				
JOURNEYMAN				
APPRENTICES				
MAXIMUM # TRAINEES				
OTHERS				
TOTAL				

**A Section 3 Resident is an individual in a public housing project or within a non-metropolitan county in which the project is located and whose income does not exceed 80% of the higher of the median income adjusted by family size, for the county of residence for the non-metropolitan area of the state.*

_____
Company

_____ _____
Project Name Project Number

_____ _____
EEO Officer (Signature) Date

8/2016

TABLE D- CONTRACTOR'S SECTION 3 BUSINESS UTILIZATION REPORT

Project Number:		Total Dollar Amount of Contract	$_____

Name of Prime Contractor:		Address:		Federal Identification No:	

Name of Subcontractor	Sect. 3 Bsns. *	Address and Phone #	Trade/ Service or Supply	Contract Amount	Award Date	Competitive or Negotiated Bid	Federal Identification No.

** Check if a Section 3 Business Concern.*

TOTAL DOLLAR AMOUNT AWARDED TO SECTION 3 BUSINESSES:	$_____

Section 3 Business Concern

1. A business that is 51% or more owned by section 3 residents, or
2. A business whose permanent full time work force is at least 30% section 3 residents or,
3. A business which contracts a dollar amount of all subcontracts with businesses as defined in numbers 1 and 2 above.

8/2016

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i). Minimum Wages. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or pogroms, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii). (a). Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1). The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2). The classification is utilized in the area by the construction industry; and

(3). The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b). If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215- 0140.)

(c). In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d). The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii). Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv). If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account asset for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i). Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonable anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices and trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii). (a). The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029- 005-00014-1), U.S. Government Printing Office, Washington, DC. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b). Each payroll submitted shall be accompanied by a "Statement of Compliance", signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1). That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5 (a)(3)(i) and that such information is correct and complete;

(2). That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3). That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c). The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph A.3.(ii)(b) of this section.

(d). The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii). The contractor or subcontractor shall make the records required under paragraph A.3.(i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

4. Apprentices andTrainees.

(i). Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration , Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii). Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level or progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeymen wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii). Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by referenced in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputed concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i). Certification of Eligibility. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act of 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii). No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii). The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of...influencing in any way the action of such Administration...makes, utters or publishes any statement, knowing the same to be false...shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract work Hours and Safety Standards Act. The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert any subcontracts the clauses set forth in subparagraph
(1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable only where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act 40 USC 3701 et seq.

(3) The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

"General Decision Number: NC20210090 01/01/2021

Superseded General Decision Number: NC20200090

State: North Carolina

Construction Type: Highway

Counties: Brunswick, Cumberland, Currituck, Edgecombe, Franklin, Greene, Hoke, Johnston, Nash, New Hanover, Onslow, Pender, Pitt, Wake and Wayne Counties in North Carolina.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date
0 01/01/2021

*** SUNC2014-005 11/17/2014**

	Rates	Fringes
BLASTER	$ 21.04	
CARPENTER	$ 13.72	
CEMENT MASON/CONCRETE FINISHER	$ 14.48	
ELECTRICIAN		
Electrician	$ 17.97	
Telecommunications Technician	$ 16.79	.63
IRONWORKER	$ 16.02	
LABORER		
Asphalt Raker and Spreader	$ 12.46	
Asphalt Screed/Jackman	$ 14.33	
Carpenter Tender	$ 12.88	
Cement Mason/Concrete Finisher Tender	$ 12.54	
Common or General	$ 10.20	
Guardrail/Fence Installer	$ 12.87	
Pipelayer	$ 12.17	
Traffic Signal/Lighting Installer	$ 14.89	
PAINTER		
Bridge	$ 24.57	
POWER EQUIPMENT OPERATOR		
Asphalt Broom Tractor	$ 11.85	
Bulldozer Fine	$ 17.04	
Bulldozer Rough	$ 14.34	
Concrete Grinder/Groover	$ 20.34	2.30
Crane Boom Trucks	$ 20.54	
Crane Other	$ 20.08	
Crane Rough/All Terrain	$ 20.67	
Drill Operator Rock	$ 14.38	
Drill Operator Structure	$ 21.1	
Excavator Fine	$ 16.60	

Excavator Rough.....$ 14.00
Grader/Blade Fine.....$ 18.47
Grader/Blade Rough.....$ 14.62
Loader 2 Cubic Yards or Less.....$ 13.76
Loader Greater Than 2 Cubic Yards.....$ 14.14
Material Transfer Vehicle (Shuttle Buggy).....$ 15.18
Mechanic.....$ 17.55
Milling Machine.....$ 15.36
Off-Road Hauler/Water Tanker.....$ 11.36
Oiler/Greaser.....$ 13.55
Pavement Marking Equipment..$ 12.11
Paver Asphalt.....$ 15.59
Paver Concrete.....$ 18.20
Roller Asphalt Breakdown....$ 12.45
Roller Asphalt Finish.....$ 13.85
Roller Other.....$ 11.36
Scraper Finish.....$ 12.71
Scraper Rough.....$ 11.35
Slip Form Machine.....$ 16.50
Tack Truck/Distributor Operator.....$ 14.52

TRUCK DRIVER
GVWR of 26,000 or Less.....$ 11.12
GVWR of 26,001 Lbs or Greater.....$ 12.37

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including prev[illegible] or for reasons

resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that

classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

*** an existing published wage determination**
*** a survey underlying a wage determination**
*** a Wage and Hour Division letter setting forth a position on a wage determination matter**
*** a conformance (additional classification and rate) ruling**

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have the responsibility for the

Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

"General Decision Number: NC20210075 01/01/2021

Superseded General Decision Number: NC20200075

State: North Carolina

Construction Type: Heavy

County: Wake County in North Carolina.

HEAVY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021

SUNC2011-056 08/26/2011

	Rates	Fringes
CARPENTER, Includes Form Work	$ 13.98	0.69
ELECTRICIAN	$ 15.41	3.13
LABORER: Common or General	$ 9.84	2.90
LABORER: Pipelayer	$ 13.05	2.56
OPERATOR:		

Backhoe/Excavator/Trackhoe.....$ 16.16 3.18

OPERATOR: Bulldozer.....$ 14.63 0.00

OPERATOR: Loader.....$ 15.13 2.79

TRUCK DRIVER.....$ 13.12 1.89

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

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005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

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Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

*** an existing published wage determination**
*** a survey underlying a wage determination**
*** a Wage and Hour Division letter setting forth a position on a wage determination matter**
*** a conformance (additional classification and rat**

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION
"

ENTER APPLICABLE WAGE DETERMINATION

""COMMUNITY DEVELOPMENT BLOCK GRANT
PROGRAM CONTRACTOR'S CERTIFICATION
CONCERNING LABOR STANDARDS AND PREVAILING WAGE
REQUIREMENTS

TO (Appropriate Recipient):	Date:
C/O:	Project Number (if any):
	Project Name:

1. The undersigned, having executed a contract with _____ for the construction of the above-identified project, acknowledges that:

   (a) The Labor Standards provisions are included in the aforesaid contract:
   (b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility.

2. He certifies that:

   (a) Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United State pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to the Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).
   (b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of aforementioned regulatory or statutory provisions.

3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. He certifies that:

   (a) The legal name and the business address of the undersigned are:

   (b) The undersigned is:

(1) A Single Proprietorship	(3) A Corporation Organized in the State of
(2) A Partnership	(4) Other Organization (Describe)

   (c) The name, title and address of the owner, partners or officers of the undersigned area:

Name	Title	Address

(d) The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (if none, so state):

Name	Address	Nature of Interest

(e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (if none, so state):

Name	Address	Trade Classification

B. **Contractor** **Typed Name and Title**

Date Signature

WARNING

U.S. Criminal Code Section 1010, Title 18, U.S.C., provides in part: "Whoever . . . makes, passes, utters, or publishes any statement, knowing the same to be false . . . shall be fined not more than $5,000 or imprisoned not more than two years, or both."

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
SUBCONTRACTOR'S CERTIFICATION
CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

TO (Appropriate Recipient):	Date:
C/O:	Project Number (if any):
	Project Name:

1. The undersigned, having executed a contract with (Contractor or Subcontractor) _____ for (Nature of Work) _____ _____ in the amount of _____ $_____ for the construction of the above-identified project, certifies that:

   (a) The Labor Standards Provisions of the Contract for Construction are included in the aforesaid contract:
   (b) Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United State pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to the Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).
   (c) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to the aforesaid regulatory or statutory provisions.

2. He agrees to obtain and forward to the contractor, for transmittal to the recipient, within ten days after the execution of any subcontract, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements, executed by the lower tier subcontractor, in duplicate.

   (a) The workmen will report for duty on or about (Date)_____.

3. He certifies that:

   (a) The legal name and the business address of the undersigned are:

   (b) The undersigned is:

(1) A Single Proprietorship	(3) A Corporation Organized in the State of
(2) A Partnership	(4) Other Organization (Describe)

   (c) The name, title and address of the owner, partners or officers of the undersigned area:

Name	Title	Address

(d) The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (if none, so state):

Name	Address	Nature of Interest

(e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (if none, so state):

Name	Address	Trade Classification

Subcontractor

Typed Name and Title

Date

Signature

WARNING

U.S. Criminal Code Section 1010, Title 18, U.S.C., provides in part: "Whoever . . . makes, passes, utters, or publishes any statement, knowing the same to be false . . . shall be fined not more than $5,000 or imprisoned not more than two years, or both."

CERTIFICATE FROM CONTRACTOR APPOINTING OFFICER OR EMPLOYEE TO SUPERVISE PAYMENT OF EMPLOYEES

Local Agency _____ **CDBG Grant No.** _____

Project Name _____ **Date** _____

Location _____ **Project No.** _____

(l) (We) hereby certify that (I am) (we are) (the prime contractor) (a subcontractor) for (Specify "General Construction," "Plumbing, "Roofing," etc.) _____ _____ in connection with construction of the above-mentioned Project, and that (I) (we) have appointed _____ whose signature appears below, to supervise the payment of (my) (our) employees beginning _____, 20 : That (he) (she) is in a position to have full knowledge of the facts set forth in the payroll documents and in the statement of compliance required by the so-called Kick-Back Statute which (he) (she) is to execute with (my) (our) full authority and approval until such time as (I) (we) submit to the (Name of Local Agency) _____ a new certificate appointing some other person for the purposes herein above stated.

_____
Identifying Signature of Appointee

Attest (if required):

_____
(Name of Firm or Corporation)

_____
(Signature)

By: _____
(Signature)

(Title) _____

(Title) _____

Note: This certificate must be executed by an authorized officer of a corporation or by a member of a partnership, and shall be executed prior to and be submitted with the first payroll. Should the appointee be changed, a new certificate must accompany the first payroll for which the new appointee executes a statement of compliance required by the Kick-Back Statute.

CDBG # 115 (10-83)

CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING

(For contracts, grants, cooperative agreements, and loans over

$100,000) The undersigned certifies, to the best of his knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards (at all tiers, including contracts under grants, loans, and cooperative agreements, subcontracts, and sub-grants) over $100,000, and that all municipality shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction impost by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____

Name of Entity (city, county, contractor, etc.)

_____

Name of Certifying Official (Mayor, Presiding Commissioner, President, etc.)

_____

Signature of Certifying Official

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: September 28, 2021

Item Details

Presenter(s): Amanda Bunce, Current Planning Manager

Department(s): Planning and Community Development

Requested Motion

Motion to approve the Statement of the Apex Town Council pursuant to G.S. 160D-605(a) addressing action on the Unified Development Ordinance (UDO) Amendments of September 14, 2021.

Approval Recommended?

The Planning and Community Development Department recommends approval.

Item Details

Attachments

- Statement of Town Council

STATEMENT OF THE APEX TOWN COUNCIL PURSUANT TO G.S. 160D-605(a) ADDRESSING ACTION ON THE UNIFIED DEVELOPMENT ORDINANCE (UDO) AMENDMENTS OF SEPTEMBER 14, 2021

Pursuant to G.S. §160D-601 and Sec. 2.2.11.E of the Unified Development Ordinance, the Planning and Community Development Director for the Town of Apex, Dianne Khin, caused proper notice to be given (by publication and posting), of a public hearing on UDO Amendments before the Town Council on the 14th day of September 2021.

The Apex Town Council held a public hearing on the 14th day of September 2021. Amanda Bunce, Current Planning Manager, presented the Planning Board's vote to recommend approval by a vote of 7-0 at the public hearing.

All persons who desired to present information relevant to the UDO Amendments and who were residents of Apex or its extraterritorial jurisdiction were allowed to present evidence at the public hearing before the Apex Town Council. No one who wanted to speak was turned away.

The Town Council the 14th day of September 2021 by a vote of 5 to 0, approved the Ordinance for UDO Amendments.

The Apex Town Council finds from information and testimony provided at the public hearing that the approval of the various UDO Amendments of September 14, 2021 are consistent with the Advance Apex: The 2045 Plan and reasonable and in the public interest for the following reason(s):

1. The amendments to the UDO to add Sec. 2.1.10 *Housing Advisory Board* establishes and includes provisions for the new Housing Advisory Board as recommended by the adopted Affordable Housing Plan.

2. The amendment to UDO Sec. 8.3.11.B *Accessible Electric Vehicle Charging Spaces* revises the standard to calculate the number of accessible electric vehicle charging spaces so that it is based on the amount of charging spaces provided, not the number required. This change is consistent with how the number of accessible parking spaces is calculated.

3. The amendments to UDO Secs. 9.1 *General*, 9.2 *Building Aesthetics*, and 9.3 *Architectural Character* provides for exceptions or revisions to certain architectural standards for buildings over 125,000 square feet that are located within a North Carolina Certified Site and in the Light Industrial (LI) zoning district. The amendments take into account the size and uses of such buildings.

_____
Jacques K. Gilbert
Mayor

ATTEST:

_____
Donna B. Hosch, MMC, NCCMC
Town Clerk

_____
Date

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: September 28, 2021

Item Details

Presenter(s): Michael Deaton, PE, Director

Department(s): Water Resources

Requested Motion

Motion to approve multi-year Master Agreements for On-Call Professional Services for multiple firms.

Approval Recommended?

Yes

Item Details

This request is to approve multi-year Master Agreements for On-Call Professional Services, valid through June 30, 2025, with multiple engineering firms that provide services to the Town, and authorization for the Town Manager to execute the same (see list under Attachments).

Attachments

Master Agreements for On-Call Professional Services for the following firms:

- AECOM
- Alta Planning + Design
- Black & Veatch
- ESP Associates
- Exult Engineering
- Kleinfelder
- Mott MacDonald
- Withers Ravenel
- Brown and Caldwell
- RS&H
- S&ME
- SEPI
- Terracon

STATE OF NORTH CAROLINA **Contract Identification #_____**

COUNTY OF WAKE **MASTER AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES**

THIS MASTER AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES is entered into this the _____day of _____, 2021, by and between, AECOM Technical Services of North Carolina, Inc., a North Carolina Corporation with its principal business offices located at 5438 Wade Park Blvd., Suite 200, Raleigh, NC 27607 (the "Professional"), and the Town of Apex, a municipal corporation of the State of North Carolina, (the "Town"). Town and Professional may collectively be referred to as "Parties" hereinafter.

WITNESSETH:

WHEREAS, Town is engaged in the development, planning, operation, and utilization of infrastructure in the Town, including water and sewer utilities, water distribution and sanitary sewer collection, wastewater treatment, stormwater control, and greenway facilities, which from time to time require design, revision, engineering, evaluation, surveying, testing, and other related projects; and

WHEREAS, the professional services of engineers, surveyors and others will from time to time in the future be needed by the Town for the services as described above; and

WHEREAS, pursuant to N.C.G.S. 143-64.31, it is the public policy of the State of North Carolina that municipalities announce all requirements for architectural, engineering, and surveying services, and select firms qualified on the basis of demonstrated competence and qualifications, and negotiate contracts for services at a fair and reasonable fee with the best qualified firm; and

WHEREAS, Professional provides professional services of the nature required by the Town and employs trained and experienced technical personnel possessing adequate knowledge, skills, and experience to provide such professional services to the Town; and

WHEREAS, pursuant to N.C.G.S. 143-64.31 the Town announced to various competing firms its need for on-call professional services of the nature described in this Agreement through a "Request for Qualifications On-Call Professional Services" dated February 8, 2021, and the Professional provided a proposal, titled On-Call Professional Services, RFQ #: UE2101 and dated March 26, 2021, and is willing to serve as one of the Town's professionals for the following service(s): Roadway Planning and Design, on an on-call basis for each project authorized under this Agreement.

WHEREAS, the Parties contemplate that the services of the Professional will be performed in various stages in accordance with Task Orders submitted by the Professional

followed by separate authorizations to be issued by the Town, and the Parties desire to set forth the basic terms of their agreement in this Master Agreement for On-Call Professional Services rather than in the separate authorizations issued by the Town; and

WHEREAS, the Parties agree that this Agreement is non-exclusive and does not require or commit the Professional to being available to perform services until a Task Order is submitted, and does not preclude the Town from hiring other vendors or professionals to perform the same or similar work.

NOW THEREFORE, in consideration of the foregoing recitals, and the premises and mutual covenants herein contained, the receipt and adequacy of which is hereby acknowledged, the Parties, intending to be legally bound, hereto do contract and agree as follows:

1. REQUEST FOR TASK ORDER.

Professional is qualified and able and hereby agrees to provide the following specific on-call services for the Town: Roadway Planning and Design. As the need for professional services contemplated by this Agreement arise, the Town will request a Task Order for said services from Professional which shall describe the scope of work, specifications, estimated schedule and the Town's requirements. If the Professional employs the qualified personnel that meet the Town's requirements to perform the requested services, Professional shall submit to the Town within the time specified a written Task Order describing the necessary engineering, surveying, geotechnical, and/or environmental services, guidance, opinions and advice to be provided. The Task Order shall set forth in general terms the Professional's recommendations to carry out the work. Professional shall list the background and experience of Professional's personnel to be assigned to the project as requested by Town. The Task Order shall contain a fee schedule setting forth the fees for the services of the various categories of personnel to be assigned to the Town's project.

In the event of a conflict between the terms of a Task Order and this Agreement, this Agreement shall control.

2. ACCEPTANCE OF TASK ORDER.

The Town and the Professional contemplate certain discussions, negotiations and possible changes to the Task Order submitted by the Professional. Upon a meeting of the minds, Professional shall submit the final Task Order which shall set forth the agreement of the Parties. If said Task Order is acceptable, the Town shall accept the same in writing. The Town and the Professional agree that such written acceptance may be provided by electronic mail. Professional's fee schedule shall remain in effect during the term of this Agreement, unless modified by the Parties in writing. The Town shall provide Professional with a specific Authorization to Proceed for each Task Order accepted by the Town.

3. TIME OF COMMENCEMENT AND COMPLETION.

This Agreement shall terminate on June 30, 2025, unless terminated sooner in accordance with the terms of this Agreement. Professional shall commence and complete the work required by this Agreement in accordance with the dates provided in the Task Order as agreed upon by the Parties. Professional shall immediately notify the Town of any event or circumstance that may, immediately or in the future, impede the proper and timely execution of any work so that remedial action may be taken. Professional shall not begin any work pursuant to this Agreement or a Task Order until written confirmation has been provided by the Town. If Professional 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 Task Order must be agreed to in writing by the Town and the Professional.

4. PAYMENT OF SERVICES.

Professional shall submit to the Town monthly invoices for the services performed during that month, calculated based on the Task Order accepted by the Town. Town has the right to require the Professional to produce for inspection all of Professional's records, billing rates of personnel, and charges for direct expenses for which cost-plus compensation is provided to verify the accuracy of all invoices. Town shall pay Professional's invoices within thirty (30) days of receipt unless a bona fide dispute exists between Town and Professional concerning the accuracy of said invoice or the services covered thereby. Adjustments to an invoice for billing errors may extend the time for payment.

5. STANDARD OF CARE.

Professional shall be held to the same standard and shall exercise the same degree of care, skill, and judgment in the performance of services for the Town as is ordinarily provided by a similar professional under the same or similar circumstances at the time in Wake County, North Carolina (the "Standard of Care").

6. CONSULTANT AS CONSTRUCTION ADMINISTRATOR.

In the event the Town contracts with the Professional to provide construction administration services the Professional shall be responsible for determining that each construction contractor provides work to the quality level specified and in accordance with plans and specifications.

7. TIME AND COST ESTIMATES.

Professional's cost estimates and time estimates for construction, if required as part of a Task Order, shall be made on the basis of current labor and material prices and the Professional's experience and qualifications. Professional's estimates shall represent its best judgment as an experienced and qualified professional familiar with water and sewer utility projects, or other

projects for which Professional is employed. Although Professional has no control over the resources provided by construction contractors to meet contract schedules, Professional's estimates or forecast of schedules shall be made on the basis of its experience and qualifications and shall represent Professional's best judgment as an experienced and qualified professional familiar with water and sewer utility projects.

8. INDEMNIFICATION.

To the extent permitted by law, the Professional agrees to 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 to the extent resulting from the negligence of the Professional.

9. APPLICABILITY OF LAWS AND REGULATIONS.

The Professional shall adhere to all laws, ordinances, and regulations of the United States, the State of North Carolina, the County of Wake, and the Town of Apex in the performance of the services outlined in this contract and any attached specifications. The Parties agree that this Agreement shall be governed and construed in accordance with the laws of the State of North Carolina and all disputes hereunder shall be resolved in accordance with the laws of the State of North Carolina.

10. E-VERIFY COMPLIANCE.

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

11. QUALITY AND WORKMANSHIP.

All work shall be performed to the reasonable and good faith satisfaction of the Town. The work shall not be considered complete nor applicable payments rendered until the Town is satisfied with the services provided. Professional shall provide services in accordance with all applicable federal, state and local law and in accordance with all governing agency regulations and shall be held to the Standard of Care.

12. INSURANCE.

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

13. DEFAULT.

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

14. TERMINATION FOR CONVENIENCE.

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

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15. NOTICE.

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

TO PROFESSIONAL: AECOM Technical Services of North Carolina, Inc.
Attn: Mr. Jeff Mann, Vice President
5438 Wade Park Blvd., Suite 200
Raleigh, NC 27607

TO TOWN: Town of Apex
Attention: Marty Stone, Assistant Town Manager
PO Box 250
Apex, NC 27502

16. DELAY BEYOND THE CONTROL OF THE PARTIES.

Neither Professional nor Town 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 fire, acts of God, flood, earthquakes, storms, lightning, epidemic, war, riot, and/or civil disobedience.

17. NONWAIVER FOR BREACH.

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

18. CONSTRUCTION.

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

19. NO REPRESENTATIONS.

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

20. SEVERABILITY.

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

21. COUNTERPARTS.

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

22. MODIFICATION.

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

23. BINDING EFFECT.

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

24. ASSIGNMENT.

Professional 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 Professional from employing such independent consultants, associates, and sub-contractors as it may deem appropriate to assist Professional in the performance of services rendered.

25. INDEPENDENT CONTRACTOR.

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

26. NON-APPROPRIATION.

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

27. IRAN DIVESTMENT ACT

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 Professional hereby certifies that the Professional is not listed on the Final Divestment List created by the North Carolina State Treasurer and that the Professional will not utilize any subcontractors found on the Final Divestment List.

28. NO THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Town or Contractor.

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals this _____day of_____, 2021.

Professional

Name: Jeff Mann
Name of Professional (type or print)

By: _____
(Signature)

Title: Vice President

Attest: _____
(Secretary, if a corporation)

Town of Apex

_____
Catherine Crosby, Town Manager

Attest: _____
Town Clerk

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

_____
Finance Director

STATE OF NORTH CAROLINA **Contract Identification #_____**

COUNTY OF WAKE **MASTER AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES**

THIS MASTER AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES is entered into this the _____day of _____, 2021, by and between, Alta Planning + Design, Inc., a California Corporation with its principal business offices located at 711 SE Grand Avenue, Portland, OR 97214 (the "Professional"), and the Town of Apex, a municipal corporation of the State of North Carolina, (the "Town"). Town and Professional may collectively be referred to as "Parties" hereinafter.

WITNESSETH:

WHEREAS, Town is engaged in the development, planning, operation, and utilization of infrastructure in the Town, including water and sewer utilities, water distribution and sanitary sewer collection, wastewater treatment, stormwater control, and greenway facilities, which from time to time require design, revision, engineering, evaluation, surveying, testing, and other related projects; and

WHEREAS, the professional services of engineers, surveyors and others will from time to time in the future be needed by the Town for the services as described above; and

WHEREAS, pursuant to N.C.G.S. 143-64.31, it is the public policy of the State of North Carolina that municipalities announce all requirements for architectural, engineering, and surveying services, and select firms qualified on the basis of demonstrated competence and qualifications, and negotiate contracts for services at a fair and reasonable fee with the best qualified firm; and

WHEREAS, Professional provides professional services of the nature required by the Town and employs trained and experienced technical personnel possessing adequate knowledge, skills, and experience to provide such professional services to the Town; and

WHEREAS, pursuant to N.C.G.S. 143-64.31 the Town announced to various competing firms its need for on-call professional services of the nature described in this Agreement through a "Request for Qualifications On-Call Professional Services" dated February 8, 2021, and the Professional provided a proposal, titled On-Call Professional Services and dated March 20, 2021, and is willing to serve as one of the Town's professionals for the following service(s): Greenway Design, on an on-call basis for each project authorized under this Agreement.

WHEREAS, the Parties contemplate that the services of the Professional will be performed in various stages in accordance with Task Orders submitted by the Professional

followed by separate authorizations to be issued by the Town, and the Parties desire to set forth the basic terms of their agreement in this Master Agreement for On-Call Professional Services rather than in the separate authorizations issued by the Town; and

WHEREAS, the Parties agree that this Agreement is non-exclusive and does not require or commit the Professional to being available to perform services until a Task Order is submitted, and does not preclude the Town from hiring other vendors or professionals to perform the same or similar work.

NOW THEREFORE, in consideration of the foregoing recitals, and the premises and mutual covenants herein contained, the receipt and adequacy of which is hereby acknowledged, the Parties, intending to be legally bound, hereto do contract and agree as follows:

1. REQUEST FOR TASK ORDER.

Professional is qualified and able and hereby agrees to provide the following specific on-call services for the Town: Greenway Design.
As the need for professional services contemplated by this Agreement arise, the Town will request a Task Order for said services from Professional which shall describe the scope of work, specifications, estimated schedule and the Town's requirements. If the Professional employs the qualified personnel that meet the Town's requirements to perform the requested services, Professional shall submit to the Town within the time specified a written Task Order describing the necessary engineering, surveying, geotechnical, and/or environmental services, guidance, opinions and advice to be provided. The Task Order shall set forth in general terms the Professional's recommendations to carry out the work. Professional shall list the background and experience of Professional's personnel to be assigned to the project as requested by Town. The Task Order shall contain a fee schedule setting forth the fees for the services of the various categories of personnel to be assigned to the Town's project.

In the event of a conflict between the terms of a Task Order and this Agreement, this Agreement shall control.

2. ACCEPTANCE OF TASK ORDER.

The Town and the Professional contemplate certain discussions, negotiations and possible changes to the Task Order submitted by the Professional. Upon a meeting of the minds, Professional shall submit the final Task Order which shall set forth the agreement of the Parties. If said Task Order is acceptable, the Town shall accept the same in writing. The Town and the Professional agree that such written acceptance may be provided by electronic mail. Professional's fee schedule shall remain in effect during the term of this Agreement, unless modified by the Parties in writing. The Town shall provide Professional with a specific Authorization to Proceed for each Task Order accepted by the Town.

3. TIME OF COMMENCEMENT AND COMPLETION.

This Agreement shall terminate on June 30, 2025, unless terminated sooner in accordance with the terms of this Agreement. Professional shall commence and complete the work required by this Agreement in accordance with the dates provided in the Task Order as agreed upon by the Parties. Professional shall immediately notify the Town of any event or circumstance that may, immediately or in the future, impede the proper and timely execution of any work so that remedial action may be taken. Professional shall not begin any work pursuant to this Agreement or a Task Order until written confirmation has been provided by the Town. If Professional 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 Task Order must be agreed to in writing by the Town and the Professional.

4. PAYMENT OF SERVICES.

Professional shall submit to the Town monthly invoices for the services performed during that month, calculated based on the Task Order accepted by the Town. Town has the right to require the Professional to produce for inspection all of Professional's records, billing rates of personnel, and charges for direct expenses for which cost-plus compensation is provided to verify the accuracy of all invoices. Town shall pay Professional's invoices within thirty (30) days of receipt unless a bona fide dispute exists between Town and Professional concerning the accuracy of said invoice or the services covered thereby. Adjustments to an invoice for billing errors may extend the time for payment.

5. STANDARD OF CARE.

Professional shall be held to the same standard and shall exercise the same degree of care, skill, and judgment in the performance of services for the Town as is ordinarily provided by a similar professional under the same or similar circumstances at the time in Wake County, North Carolina (the "Standard of Care").

6. CONSULTANT AS CONSTRUCTION ADMINISTRATOR.

In the event the Town contracts with the Professional to provide construction administration services the Professional shall be responsible for determining that each construction contractor provides work to the quality level specified and in accordance with plans and specifications.

7. TIME AND COST ESTIMATES.

Professional's cost estimates and time estimates for construction, if required as part of a Task Order, shall be made on the basis of current labor and material prices and the Professional's experience and qualifications. Professional's estimates shall represent its best judgment as an experienced and qualified professional familiar with water and sewer utility projects, or other

projects for which Professional is employed. Although Professional has no control over the resources provided by construction contractors to meet contract schedules, Professional's estimates or forecast of schedules shall be made on the basis of its experience and qualifications and shall represent Professional's best judgment as an experienced and qualified professional familiar with water and sewer utility projects.

8. INDEMNIFICATION.

To the extent permitted by law, the Professional agrees to 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 to the extent resulting from the negligence of the Professional.

9. APPLICABILITY OF LAWS AND REGULATIONS.

The Professional shall adhere to all laws, ordinances, and regulations of the United States, the State of North Carolina, the County of Wake, and the Town of Apex in the performance of the services outlined in this contract and any attached specifications. The Parties agree that this Agreement shall be governed and construed in accordance with the laws of the State of North Carolina and all disputes hereunder shall be resolved in accordance with the laws of the State of North Carolina.

10. E-VERIFY COMPLIANCE.

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

11. QUALITY AND WORKMANSHIP.

All work shall be performed to the reasonable and good faith satisfaction of the Town. The work shall not be considered complete nor applicable payments rendered until the Town is satisfied with the services provided. Professional shall provide services in accordance with all applicable federal, state and local law and in accordance with all governing agency regulations and shall be held to the Standard of Care.

12. INSURANCE.

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

13. DEFAULT.

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

14. TERMINATION FOR CONVENIENCE.

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

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15. NOTICE.

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

TO PROFESSIONAL: Alta Planning + Design, Inc.
Attn: Mike Repsch, Project Manager
711 SE Grand Avenue.
Portland, OR 97214

TO TOWN: Town of Apex
Attention: Marty Stone, Assistant Town Manager
PO Box 250
Apex, NC 27502

16. DELAY BEYOND THE CONTROL OF THE PARTIES.

Neither Professional nor Town 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 fire, acts of God, flood, earthquakes, storms, lightning, epidemic, war, riot, and/or civil disobedience.

17. NONWAIVER FOR BREACH.

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

18. CONSTRUCTION.

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

19. NO REPRESENTATIONS.

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

20. SEVERABILITY.

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

21. COUNTERPARTS.

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

22. MODIFICATION.

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

23. BINDING EFFECT.

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

24. ASSIGNMENT.

Professional 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 Professional from employing such independent consultants, associates, and sub-contractors as it may deem appropriate to assist Professional in the performance of services rendered.

25. INDEPENDENT CONTRACTOR.

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

26. NON-APPROPRIATION.

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

27. IRAN DIVESTMENT ACT

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 Professional hereby certifies that the Professional is not listed on the Final Divestment List created by the North Carolina State Treasurer and that the Professional will not utilize any subcontractors found on the Final Divestment List.

28. NO THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Town or Contractor.

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals this _____day of_____, 2021.

Alta Planning + Design, Inc.

Name: Katie Mangle

By: _____
(Signature)

Title: Vice President, as duly authorized

Attest: _____
Natalie Lozano, Corporate Secretary

Town of Apex

_____
Catherine Crosby, Town Manager

Attest: _____
Town Clerk

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

_____
Finance Director

DocuSign Envelope ID: 4A0610FA-CCF0-4A52-B523-B70BCA398126

STATE OF NORTH CAROLINA **Contract Identification #_____**

COUNTY OF WAKE **MASTER AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES**

THIS MASTER AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES is entered into this the _____day of _____, 2021, by and between, Black & Veatch International Company ___, a North Carolina Corporation with its principal business offices located at 175 Regency Woods Place, Suite 200, Cary, NC 27518 (the "Professional"), and the Town of Apex, a municipal corporation of the State of North Carolina, (the "Town"). Town and Professional may collectively be referred to as "Parties" hereinafter.

WITNESSETH:

WHEREAS, Town is engaged in the development, planning, operation, and utilization of infrastructure in the Town, including water and sewer utilities, water distribution and sanitary sewer collection, wastewater treatment, stormwater control, and greenway facilities, which from time to time require design, revision, engineering, evaluation, surveying, testing, and other related projects; and

WHEREAS, the professional services of engineers, surveyors and others will from time to time in the future be needed by the Town for the services as described above; and

WHEREAS, pursuant to N.C.G.S. 143-64.31, it is the public policy of the State of North Carolina that municipalities announce all requirements for architectural, engineering, and surveying services, and select firms qualified on the basis of demonstrated competence and qualifications, and negotiate contracts for services at a fair and reasonable fee with the best qualified firm; and

WHEREAS, Professional provides professional services of the nature required by the Town and employs trained and experienced technical personnel possessing adequate knowledge, skills, and experience to provide such professional services to the Town; and

WHEREAS, pursuant to N.C.G.S. 143-64.31 the Town announced to various competing firms its need for on-call professional services of the nature described in this Agreement through a "Request for Qualifications On-Call Professional Services" dated February 8, 2021, and the Professional provided a proposal, titled On-Call Professional Services and dated March 26, 2021, and is willing to serve as one of the Town's professionals for the following service(s): Distribution and Collection, Wastewater Treatment, on an on-call basis for each project authorized under this Agreement.

WHEREAS, the Parties contemplate that the services of the Professional will be performed in various stages in accordance with Task Orders submitted by the Professional

DocuSign Envelope ID: 4A0610FA-CCF0-4A52-B523-B70BCA398126

followed by separate authorizations to be issued by the Town, and the Parties desire to set forth the basic terms of their agreement in this Master Agreement for On-Call Professional Services rather than in the separate authorizations issued by the Town; and

WHEREAS, the Parties agree that this Agreement is non-exclusive and does not require or commit the Professional to being available to perform services until a Task Order is submitted, and does not preclude the Town from hiring other vendors or professionals to perform the same or similar work.

NOW THEREFORE, in consideration of the foregoing recitals, and the premises and mutual covenants herein contained, the receipt and adequacy of which is hereby acknowledged, the Parties, intending to be legally bound, hereto do contract and agree as follows:

1. REQUEST FOR TASK ORDER.

Professional is qualified and able and hereby agrees to provide the following specific on-call services for the Town: Distribution and Collection, Wastewater Treatment. As the need for professional services contemplated by this Agreement arise, the Town will request a Task Order for said services from Professional which shall describe the scope of work, specifications, estimated schedule and the Town's requirements. If the Professional employs the qualified personnel that meet the Town's requirements to perform the requested services, Professional shall submit to the Town within the time specified a written Task Order describing the necessary engineering, surveying, geotechnical, and/or environmental services, guidance, opinions and advice to be provided. The Task Order shall set forth in general terms the Professional's recommendations to carry out the work. Professional shall list the background and experience of Professional's personnel to be assigned to the project as requested by Town. The Task Order shall contain a fee schedule setting forth the fees for the services of the various categories of personnel to be assigned to the Town's project.

In the event of a conflict between the terms of a Task Order and this Agreement, this Agreement shall control.

2. ACCEPTANCE OF TASK ORDER.

The Town and the Professional contemplate certain discussions, negotiations and possible changes to the Task Order submitted by the Professional. Upon a meeting of the minds, Professional shall submit the final Task Order which shall set forth the agreement of the Parties. If said Task Order is acceptable, the Town shall accept the same in writing. The Town and the Professional agree that such written acceptance may be provided by electronic mail. Professional's fee schedule shall remain in effect during the term of this Agreement, unless modified by the Parties in writing. The Town shall provide Professional with a specific Authorization to Proceed for each Task Order accepted by the Town.

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3. TIME OF COMMENCEMENT AND COMPLETION.

This Agreement shall terminate on June 30, 2025, unless terminated sooner in accordance with the terms of this Agreement. Professional shall commence and complete the work required by this Agreement in accordance with the dates provided in the Task Order as agreed upon by the Parties. Professional shall immediately notify the Town of any event or circumstance that may, immediately or in the future, impede the proper and timely execution of any work so that remedial action may be taken. Professional shall not begin any work pursuant to this Agreement or a Task Order until written confirmation has been provided by the Town. If Professional 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 Task Order must be agreed to in writing by the Town and the Professional.

4. PAYMENT OF SERVICES.

Professional shall submit to the Town monthly invoices for the services performed during that month, calculated based on the Task Order accepted by the Town. Town has the right to require the Professional to produce for inspection all of Professional's records, billing rates of personnel, and charges for direct expenses for which cost-plus compensation is provided to verify the accuracy of all invoices. Town shall pay Professional's invoices within thirty (30) days of receipt unless a bona fide dispute exists between Town and Professional concerning the accuracy of said invoice or the services covered thereby. Adjustments to an invoice for billing errors may extend the time for payment.

5. STANDARD OF CARE.

Professional shall be held to the same standard and shall exercise the same degree of care, skill, and judgment in the performance of services for the Town as is ordinarily provided by a similar professional under the same or similar circumstances at the time in Wake County, North Carolina (the "Standard of Care").

6. CONSULTANT AS CONSTRUCTION ADMINISTRATOR.

In the event the Town contracts with the Professional to provide construction administration services the Professional shall be responsible for determining that each construction contractor provides work to the quality level specified and in accordance with plans and specifications.

7. TIME AND COST ESTIMATES.

Professional's cost estimates and time estimates for construction, if required as part of a Task Order, shall be made on the basis of current labor and material prices and the Professional's experience and qualifications. Professional's estimates shall represent its best judgment as an experienced and qualified professional familiar with water and sewer utility projects, or other

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projects for which Professional is employed. Although Professional has no control over the resources provided by construction contractors to meet contract schedules, Professional's estimates or forecast of schedules shall be made on the basis of its experience and qualifications and shall represent Professional's best judgment as an experienced and qualified professional familiar with water and sewer utility projects.

8. INDEMNIFICATION.

To the extent permitted by law, the Professional agrees to 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 to the extent resulting from the negligence of the Professional.

9. APPLICABILITY OF LAWS AND REGULATIONS.

The Professional shall adhere to all laws, ordinances, and regulations of the United States, the State of North Carolina, the County of Wake, and the Town of Apex in the performance of the services outlined in this contract and any attached specifications. The Parties agree that this Agreement shall be governed and construed in accordance with the laws of the State of North Carolina and all disputes hereunder shall be resolved in accordance with the laws of the State of North Carolina.

10. E-VERIFY COMPLIANCE.

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

11. QUALITY AND WORKMANSHIP.

All work shall be performed to the reasonable and good faith satisfaction of the Town. The work shall not be considered complete nor applicable payments rendered until the Town is satisfied with the services provided. Professional shall provide services in accordance with all applicable federal, state and local law and in accordance with all governing agency regulations and shall be held to the Standard of Care.

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12. INSURANCE.

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

13. DEFAULT.

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

14. TERMINATION FOR CONVENIENCE.

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

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15. NOTICE.

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

TO PROFESSIONAL: Black & Veatch International Company
Attn:Lee Campbell, PE
175 Regency Woods Place, Suite 200
Cary, NC 27518

TO TOWN: Town of Apex
Attention: Marty Stone, Assistant Town Manager
PO Box 250
Apex, NC 27502

16. DELAY BEYOND THE CONTROL OF THE PARTIES.

Neither Professional nor Town 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 fire, acts of God, flood, earthquakes, storms, lightning, epidemic, war, riot, and/or civil disobedience.

17. NONWAIVER FOR BREACH.

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

18. CONSTRUCTION.

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

19. NO REPRESENTATIONS.

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

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20. SEVERABILITY.

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

21. COUNTERPARTS.

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

22. MODIFICATION.

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

23. BINDING EFFECT.

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

24. ASSIGNMENT.

Professional 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 Professional from employing such independent consultants, associates, and sub-contractors as it may deem appropriate to assist Professional in the performance of services rendered.

25. INDEPENDENT CONTRACTOR.

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

26. NON-APPROPRIATION.

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

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27. IRAN DIVESTMENT ACT

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 Professional hereby certifies that the Professional is not listed on the Final Divestment List created by the North Carolina State Treasurer and that the Professional will not utilize any subcontractors found on the Final Divestment List.

28. NO THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Town or Contractor.

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals this _____ day of _____, 2021.

Professional

Name: Jeffrey D. Coggins
Name of Professional (type or print)

By: DocuSigned by: Jeffrey D. Coggins EA54153A1A7D46B...
(Signature)

Title: Associate Vice-President

Attest: DocuSigned by: Andrea C. Bernica 5E519C2EA087441...
(Secretary, if a corporation)

Name: Andrea C. Bernica

Title: Secretary

Town of Apex

Catherine Crosby, Town Manager

Attest:

Town Clerk

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

Finance Director

STATE OF NORTH CAROLINA **Contract Identification #_____**

COUNTY OF WAKE **MASTER AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES**

THIS MASTER AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES is entered into this the _____day of _____, 2021, by and between, ESP Associates, Inc. , a North Carolina Corporation with its principal business offices located at 3475 Lakemont Blvd, Fort Mill, SC 29708-9243 (the "Professional"), and the Town of Apex, a municipal corporation of the State of North Carolina, (the "Town"). Town and Professional may collectively be referred to as "Parties" hereinafter.

WITNESSETH:

WHEREAS, Town is engaged in the development, planning, operation, and utilization of infrastructure in the Town, including water and sewer utilities, water distribution and sanitary sewer collection, wastewater treatment, stormwater control, and greenway facilities, which from time to time require design, revision, engineering, evaluation, surveying, testing, and other related projects; and

WHEREAS, the professional services of engineers, surveyors and others will from time to time in the future be needed by the Town for the services as described above; and

WHEREAS, pursuant to N.C.G.S. 143-64.31, it is the public policy of the State of North Carolina that municipalities announce all requirements for architectural, engineering, and surveying services, and select firms qualified on the basis of demonstrated competence and qualifications, and negotiate contracts for services at a fair and reasonable fee with the best qualified firm; and

WHEREAS, Professional provides professional services of the nature required by the Town and employs trained and experienced technical personnel possessing adequate knowledge, skills, and experience to provide such professional services to the Town; and

WHEREAS, pursuant to N.C.G.S. 143-64.31 the Town announced to various competing firms its need for on-call professional services of the nature described in this Agreement through a "Request for Qualifications On-Call Professional Services" dated February 8, 2021, and the Professional provided a proposal, titled RFQ #UE2101 2101 On-Call Professional Services – Surveying, Environmental, Geotechnical & Construction Materials Testing and dated March 26, 2021, and is willing to serve as one of the Town's professionals for the following service(s): Surveying, Environmental, Geotechnical, Construction Materials Testing, on an on-call basis for each project authorized under this Agreement.

WHEREAS, the Parties contemplate that the services of the Professional will be performed in various stages in accordance with Task Orders submitted by the Professional followed by separate authorizations to be issued by the Town, and the Parties desire to set forth the basic terms of their agreement in this Master Agreement for On-Call Professional Services rather than in the separate authorizations issued by the Town; and

WHEREAS, the Parties agree that this Agreement is non-exclusive and does not require or commit the Professional to being available to perform services until a Task Order is submitted, and does not preclude the Town from hiring other vendors or professionals to perform the same or similar work.

NOW THEREFORE, in consideration of the foregoing recitals, and the premises and mutual covenants herein contained, the receipt and adequacy of which is hereby acknowledged, the Parties, intending to be legally bound, hereto do contract and agree as follows:

1. REQUEST FOR TASK ORDER.

Professional is qualified and able and hereby agrees to provide the following specific on-call services for the Town: Surveying, Environmental, Geotechnical & Construction Materials Testing. As the need for professional services contemplated by this Agreement arise, the Town will request a Task Order for said services from Professional which shall describe the scope of work, specifications, estimated schedule and the Town's requirements. If the Professional employs the qualified personnel that meet the Town's requirements to perform the requested services, Professional shall submit to the Town within the time specified a written Task Order describing the necessary engineering, surveying, geotechnical, and/or environmental services, guidance, opinions and advice to be provided. The Task Order shall set forth in general terms the Professional's recommendations to carry out the work. Professional shall list the background and experience of Professional's personnel to be assigned to the project as requested by Town. The Task Order shall contain a fee schedule setting forth the fees for the services of the various categories of personnel to be assigned to the Town's project.

In the event of a conflict between the terms of a Task Order and this Agreement, this Agreement shall control.

2. ACCEPTANCE OF TASK ORDER.

The Town and the Professional contemplate certain discussions, negotiations and possible changes to the Task Order submitted by the Professional. Upon a meeting of the minds, Professional shall submit the final Task Order which shall set forth the agreement of the Parties. If said Task Order is acceptable, the Town shall accept the same in writing. The Town and the Professional agree that such written acceptance may be provided by electronic mail. Professional's fee schedule shall remain in effect during the term of this Agreement, unless

modified by the Parties in writing. The Town shall provide Professional with a specific Authorization to Proceed for each Task Order accepted by the Town.

3. TIME OF COMMENCEMENT AND COMPLETION.

This Agreement shall terminate on June 30, 2025, unless terminated sooner in accordance with the terms of this Agreement. Professional shall commence and complete the work required by this Agreement in accordance with the dates provided in the Task Order as agreed upon by the Parties. Professional shall immediately notify the Town of any event or circumstance that may, immediately or in the future, impede the proper and timely execution of any work so that remedial action may be taken. Professional shall not begin any work pursuant to this Agreement or a Task Order until written confirmation has been provided by the Town. If Professional 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 Task Order must be agreed to in writing by the Town and the Professional.

4. PAYMENT OF SERVICES.

Professional shall submit to the Town monthly invoices for the services performed during that month, calculated based on the Task Order accepted by the Town. Town has the right to require the Professional to produce for inspection all of Professional's records, billing rates of personnel, and charges for direct expenses for which cost-plus compensation is provided to verify the accuracy of all invoices. Town shall pay Professional's invoices within thirty (30) days of receipt unless a bona fide dispute exists between Town and Professional concerning the accuracy of said invoice or the services covered thereby. Adjustments to an invoice for billing errors may extend the time for payment.

5. STANDARD OF CARE.

Professional shall be held to the same standard and shall exercise the same degree of care, skill, and judgment in the performance of services for the Town as is ordinarily provided by a similar professional under the same or similar circumstances at the time in Wake County, North Carolina (the "Standard of Care").

6. CONSULTANT AS CONSTRUCTION ADMINISTRATOR.

In the event the Town contracts with the Professional to provide construction administration services the Professional shall be responsible for determining that each construction contractor provides work to the quality level specified and in accordance with plans and specifications.

7. TIME AND COST ESTIMATES.

Professional's cost estimates and time estimates for construction, if required as part of a Task Order, shall be made on the basis of current labor and material prices and the Professional's experience and qualifications. Professional's estimates shall represent its best judgment as an experienced and qualified professional familiar with water and sewer utility projects, or other projects for which Professional is employed. Although Professional has no control over the resources provided by construction contractors to meet contract schedules, Professional's estimates or forecast of schedules shall be made on the basis of its experience and qualifications and shall represent Professional's best judgment as an experienced and qualified professional familiar with water and sewer utility projects.

8. INDEMNIFICATION.

To the extent permitted by law, the Professional agrees to 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 to the extent resulting from the negligence of the Professional.

9. APPLICABILITY OF LAWS AND REGULATIONS.

The Professional shall adhere to all laws, ordinances, and regulations of the United States, the State of North Carolina, the County of Wake, and the Town of Apex in the performance of the services outlined in this contract and any attached specifications. The Parties agree that this Agreement shall be governed and construed in accordance with the laws of the State of North Carolina and all disputes hereunder shall be resolved in accordance with the laws of the State of North Carolina.

10. E-VERIFY COMPLIANCE.

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

11. QUALITY AND WORKMANSHIP.

All work shall be performed to the reasonable and good faith satisfaction of the Town. The work shall not be considered complete nor applicable payments rendered until the Town is satisfied with the services provided. Professional shall provide services in accordance with all applicable federal, state and local law and in accordance with all governing agency regulations and shall be held to the Standard of Care.

12. INSURANCE.

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

13. DEFAULT.

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

14. TERMINATION FOR CONVENIENCE.

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

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15. NOTICE.

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

TO PROFESSIONAL: ESP Associates, Inc.
Attn: Edward G. Horstkamp III, Exec Vice President
3475 Lakemont Blvd
Fort Mill, SC 29708-9243

TO TOWN: Town of Apex
Attention: Marty Stone, Assistant Town Manager
PO Box 250
Apex, NC 27502

16. DELAY BEYOND THE CONTROL OF THE PARTIES.

Neither Professional nor Town 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 fire, acts of God, flood, earthquakes, storms, lightning, epidemic, war, riot, and/or civil disobedience.

17. NONWAIVER FOR BREACH.

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

18. CONSTRUCTION.

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

19. NO REPRESENTATIONS.

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

20. SEVERABILITY.

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

21. COUNTERPARTS.

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

22. MODIFICATION.

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

23. BINDING EFFECT.

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

24. ASSIGNMENT.

Professional 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 Professional from employing such independent consultants, associates, and sub-contractors as it may deem appropriate to assist Professional in the performance of services rendered.

25. INDEPENDENT CONTRACTOR.

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

26. NON-APPROPRIATION.

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

27. IRAN DIVESTMENT ACT

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 Professional hereby certifies that the Professional is not listed on the Final Divestment List created by the North Carolina State Treasurer and that the Professional will not utilize any subcontractors found on the Final Divestment List.

28. NO THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Town or Contractor.

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals this _____day of_____, 2021.

Professional: ESP Associates, Inc.

Name: Edward G. Horstkamp III
Name of Professional (type or print)

By: Edward G. Horstkamp III
(Signature)

Title: Executive Vice President

Attest: Jeffrey Bartholomew
(Secretary, if a corporation)
JEFFREY BARTHOLOMEW, CFO/EVP

Town of Apex

_____
Catherine Crosby, Town Manager

Attest:
_____
Town Clerk

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

_____
Finance Director

STATE OF NORTH CAROLINA **Contract Identification #_____**

COUNTY OF WAKE **MASTER AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES**

THIS MASTER AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES is entered into this the _____day of _____, 2021, by and between, Exult Engineering, PC, a North Carolina Corporation with its principal business offices located at 304-F W. Millbrook Rd., Raleigh, NC 27609 (the "Professional"), and the Town of Apex, a municipal corporation of the State of North Carolina, (the "Town"). Town and Professional may collectively be referred to as "Parties" hereinafter.

WITNESSETH:

WHEREAS, Town is engaged in the development, planning, operation, and utilization of infrastructure in the Town, including water and sewer utilities, water distribution and sanitary sewer collection, wastewater treatment, stormwater control, and greenway facilities, which from time to time require design, revision, engineering, evaluation, surveying, testing, and other related projects; and

WHEREAS, the professional services of engineers, surveyors and others will from time to time in the future be needed by the Town for the services as described above; and

WHEREAS, pursuant to N.C.G.S. 143-64.31, it is the public policy of the State of North Carolina that municipalities announce all requirements for architectural, engineering, and surveying services, and select firms qualified on the basis of demonstrated competence and qualifications, and negotiate contracts for services at a fair and reasonable fee with the best qualified firm; and

WHEREAS, Professional provides professional services of the nature required by the Town and employs trained and experienced technical personnel possessing adequate knowledge, skills, and experience to provide such professional services to the Town; and

WHEREAS, pursuant to N.C.G.S. 143-64.31 the Town announced to various competing firms its need for on-call professional services of the nature described in this Agreement through a "Request for Qualifications On-Call Professional Services" dated February 8, 2021, and the Professional provided a proposal, titled On-Call Professional Services Statement of Qualifications and dated March 26, 2021, and is willing to serve as one of the Town's professionals for the following service(s): Traffic Forecast and Analysis, Traffic Signal Design and Timing Plans, on an on-call basis for each project authorized under this Agreement.

WHEREAS, the Parties contemplate that the services of the Professional will be performed in various stages in accordance with Task Orders submitted by the Professional followed by separate authorizations to be issued by the Town, and the Parties desire to set forth the basic terms of their agreement in this Master Agreement for On-Call Professional Services rather than in the separate authorizations issued by the Town; and

WHEREAS, the Parties agree that this Agreement is non-exclusive and does not require or commit the Professional to being available to perform services until a Task Order is submitted, and does not preclude the Town from hiring other vendors or professionals to perform the same or similar work.

NOW THEREFORE, in consideration of the foregoing recitals, and the premises and mutual covenants herein contained, the receipt and adequacy of which is hereby acknowledged, the Parties, intending to be legally bound, hereto do contract and agree as follows:

1. REQUEST FOR TASK ORDER.

Professional is qualified and able and hereby agrees to provide the following specific on-call services for the Town: __Traffic Forecast Analysis, Traffic Signal Design and Timing Plans___. As the need for professional services contemplated by this Agreement arise, the Town will request a Task Order for said services from Professional which shall describe the scope of work, specifications, estimated schedule and the Town's requirements. If the Professional employs the qualified personnel that meet the Town's requirements to perform the requested services, Professional shall submit to the Town within the time specified a written Task Order describing the necessary engineering, surveying, geotechnical, and/or environmental services, guidance, opinions and advice to be provided. The Task Order shall set forth in general terms the Professional's recommendations to carry out the work. Professional shall list the background and experience of Professional's personnel to be assigned to the project as requested by Town. The Task Order shall contain a fee schedule setting forth the fees for the services of the various categories of personnel to be assigned to the Town's project.

In the event of a conflict between the terms of a Task Order and this Agreement, this Agreement shall control.

2. ACCEPTANCE OF TASK ORDER.

The Town and the Professional contemplate certain discussions, negotiations and possible changes to the Task Order submitted by the Professional. Upon a meeting of the minds, Professional shall submit the final Task Order which shall set forth the agreement of the Parties. If said Task Order is acceptable, the Town shall accept the same in writing. The Town and the Professional agree that such written acceptance may be provided by electronic mail. Professional's fee schedule shall remain in effect during the term of this Agreement, unless

modified by the Parties in writing. The Town shall provide Professional with a specific Authorization to Proceed for each Task Order accepted by the Town.

3. TIME OF COMMENCEMENT AND COMPLETION.

This Agreement shall terminate on June 30, 2025, unless terminated sooner in accordance with the terms of this Agreement. Professional shall commence and complete the work required by this Agreement in accordance with the dates provided in the Task Order as agreed upon by the Parties. Professional shall immediately notify the Town of any event or circumstance that may, immediately or in the future, impede the proper and timely execution of any work so that remedial action may be taken. Professional shall not begin any work pursuant to this Agreement or a Task Order until written confirmation has been provided by the Town. If Professional 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 Task Order must be agreed to in writing by the Town and the Professional.

4. PAYMENT OF SERVICES.

Professional shall submit to the Town monthly invoices for the services performed during that month, calculated based on the Task Order accepted by the Town. Town has the right to require the Professional to produce for inspection all of Professional's records, billing rates of personnel, and charges for direct expenses for which cost-plus compensation is provided to verify the accuracy of all invoices. Town shall pay Professional's invoices within thirty (30) days of receipt unless a bona fide dispute exists between Town and Professional concerning the accuracy of said invoice or the services covered thereby. Adjustments to an invoice for billing errors may extend the time for payment.

5. STANDARD OF CARE.

Professional shall be held to the same standard and shall exercise the same degree of care, skill, and judgment in the performance of services for the Town as is ordinarily provided by a similar professional under the same or similar circumstances at the time in Wake County, North Carolina (the "Standard of Care").

6. CONSULTANT AS CONSTRUCTION ADMINISTRATOR.

In the event the Town contracts with the Professional to provide construction administration services the Professional shall be responsible for determining that each construction contractor provides work to the quality level specified and in accordance with plans and specifications.

7. TIME AND COST ESTIMATES.

Professional's cost estimates and time estimates for construction, if required as part of a Task Order, shall be made on the basis of current labor and material prices and the Professional's experience and qualifications. Professional's estimates shall represent its best judgment as an experienced and qualified professional familiar with water and sewer utility projects, or other projects for which Professional is employed. Although Professional has no control over the resources provided by construction contractors to meet contract schedules, Professional's estimates or forecast of schedules shall be made on the basis of its experience and qualifications and shall represent Professional's best judgment as an experienced and qualified professional familiar with water and sewer utility projects.

8. INDEMNIFICATION.

To the extent permitted by law, the Professional agrees to 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 to the extent resulting from the negligence of the Professional.

9. APPLICABILITY OF LAWS AND REGULATIONS.

The Professional shall adhere to all laws, ordinances, and regulations of the United States, the State of North Carolina, the County of Wake, and the Town of Apex in the performance of the services outlined in this contract and any attached specifications. The Parties agree that this Agreement shall be governed and construed in accordance with the laws of the State of North Carolina and all disputes hereunder shall be resolved in accordance with the laws of the State of North Carolina.

10. E-VERIFY COMPLIANCE.

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

11. QUALITY AND WORKMANSHIP.

All work shall be performed to the reasonable and good faith satisfaction of the Town. The work shall not be considered complete nor applicable payments rendered until the Town is satisfied with the services provided. Professional shall provide services in accordance with all applicable federal, state and local law and in accordance with all governing agency regulations and shall be held to the Standard of Care.

12. INSURANCE.

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

13. DEFAULT.

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

14. TERMINATION FOR CONVENIENCE.

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

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15. NOTICE.

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

TO PROFESSIONAL: _Exult Engineering, PC
Attn: _Coleman Dagerhardt
304 – F W. Millbrook Rd.
Raleigh, NC 27609

TO TOWN: Town of Apex
Attention: Marty Stone, Assistant Town Manager
PO Box 250
Apex, NC 27502

16. DELAY BEYOND THE CONTROL OF THE PARTIES.

Neither Professional nor Town 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 fire, acts of God, flood, earthquakes, storms, lightning, epidemic, war, riot, and/or civil disobedience.

17. NONWAIVER FOR BREACH.

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

18. CONSTRUCTION.

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

19. NO REPRESENTATIONS.

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

20. SEVERABILITY.

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

21. COUNTERPARTS.

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

22. MODIFICATION.

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

23. BINDING EFFECT.

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

24. ASSIGNMENT.

Professional 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 Professional from employing such independent consultants, associates, and sub-contractors as it may deem appropriate to assist Professional in the performance of services rendered.

25. INDEPENDENT CONTRACTOR.

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

26. NON-APPROPRIATION.

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

27. IRAN DIVESTMENT ACT

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 Professional hereby certifies that the Professional is not listed on the Final Divestment List created by the North Carolina State Treasurer and that the Professional will not utilize any subcontractors found on the Final Divestment List.

28. NO THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Town or Contractor.

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals this _____day of_____, 2021.

Professional

Name: Coleman Dagerhardt
Name of Professional (type or print)

By: _____
(Signature)

Title: President

Attest: _____
(Secretary, if a corporation)

Town of Apex

_____
Catherine Crosby, Town Manager

Attest:

_____
Town Clerk

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

_____
Finance Director

STATE OF NORTH CAROLINA **Contract Identification #_____**

COUNTY OF WAKE **MASTER AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES**

THIS MASTER AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES is entered into this the 6th day of July, 2021, by and between, Kleinfelder, a North Carolina Corporation with its principal business offices located at 3200 Gateway Centre Boulevard Suite 200, Morrisville, NC (the "Professional"), and the Town of Apex, a municipal corporation of the State of North Carolina, (the "Town"). Town and Professional may collectively be referred to as "Parties" hereinafter.

WITNESSETH:

WHEREAS, Town is engaged in the development, planning, operation, and utilization of infrastructure in the Town, including water and sewer utilities, water distribution and sanitary sewer collection, wastewater treatment, stormwater control, and greenway facilities, which from time to time require design, revision, engineering, evaluation, surveying, testing, and other related projects; and

WHEREAS, the professional services of engineers, surveyors and others will from time to time in the future be needed by the Town for the services as described above; and

WHEREAS, pursuant to N.C.G.S. 143-64.31, it is the public policy of the State of North Carolina that municipalities announce all requirements for architectural, engineering, and surveying services, and select firms qualified on the basis of demonstrated competence and qualifications, and negotiate contracts for services at a fair and reasonable fee with the best qualified firm; and

WHEREAS, Professional provides professional services of the nature required by the Town and employs trained and experienced technical personnel possessing adequate knowledge, skills, and experience to provide such professional services to the Town; and

WHEREAS, pursuant to N.C.G.S. 143-64.31 the Town announced to various competing firms its need for on-call professional services of the nature described in this Agreement through a "Request for Qualifications On-Call Professional Services" dated February 8, 2021, and the Professional provided a proposal, titled Statement of Qualifications for On-Call Professional Services UE2101 Environmental, Geotechnical and CMT Scope of Services and dated March 24th 2021, and is willing to serve as one of the Town's professionals for the following service(s): Environmental, Geotechncal and CMT, on an on-call basis for each project authorized under this Agreement.

WHEREAS, the Parties contemplate that the services of the Professional will be performed in various stages in accordance with Task Orders submitted by the Professional followed by separate authorizations to be issued by the Town, and the Parties desire to set forth the basic terms of their agreement in this Master Agreement for On-Call Professional Services rather than in the separate authorizations issued by the Town; and

WHEREAS, the Parties agree that this Agreement is non-exclusive and does not require or commit the Professional to being available to perform services until a Task Order is submitted, and does not preclude the Town from hiring other vendors or professionals to perform the same or similar work.

NOW THEREFORE, in consideration of the foregoing recitals, and the premises and mutual covenants herein contained, the receipt and adequacy of which is hereby acknowledged, the Parties, intending to be legally bound, hereto do contract and agree as follows:

1. REQUEST FOR TASK ORDER.

Professional is qualified and able and hereby agrees to provide the following specific on-call services for the Town: Environmental, Geotech and CMT. As the need for professional services contemplated by this Agreement arise, the Town will request a Task Order for said services from Professional which shall describe the scope of work, specifications, estimated schedule and the Town's requirements. If the Professional employs the qualified personnel that meet the Town's requirements to perform the requested services, Professional shall submit to the Town within the time specified a written Task Order describing the necessary engineering, surveying, geotechnical, and/or environmental services, guidance, opinions and advice to be provided. The Task Order shall set forth in general terms the Professional's recommendations to carry out the work. Professional shall list the background and experience of Professional's personnel to be assigned to the project as requested by Town. The Task Order shall contain a fee schedule setting forth the fees for the services of the various categories of personnel to be assigned to the Town's project.

In the event of a conflict between the terms of a Task Order and this Agreement, this Agreement shall control.

2. ACCEPTANCE OF TASK ORDER.

The Town and the Professional contemplate certain discussions, negotiations and possible changes to the Task Order submitted by the Professional. Upon a meeting of the minds, Professional shall submit the final Task Order which shall set forth the agreement of the Parties. If said Task Order is acceptable, the Town shall accept the same in writing. The Town and the Professional agree that such written acceptance may be provided by electronic mail. Professional's fee schedule shall remain in effect during the term of this Agreement, unless

modified by the Parties in writing. The Town shall provide Professional with a specific Authorization to Proceed for each Task Order accepted by the Town.

3. TIME OF COMMENCEMENT AND COMPLETION.

This Agreement shall terminate on June 30, 2025, unless terminated sooner in accordance with the terms of this Agreement. Professional shall commence and complete the work required by this Agreement in accordance with the dates provided in the Task Order as agreed upon by the Parties. Professional shall immediately notify the Town of any event or circumstance that may, immediately or in the future, impede the proper and timely execution of any work so that remedial action may be taken. Professional shall not begin any work pursuant to this Agreement or a Task Order until written confirmation has been provided by the Town. If Professional 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 Task Order must be agreed to in writing by the Town and the Professional.

4. PAYMENT OF SERVICES.

Professional shall submit to the Town monthly invoices for the services performed during that month, calculated based on the Task Order accepted by the Town. Town has the right to require the Professional to produce for inspection all of Professional's records, billing rates of personnel, and charges for direct expenses for which cost-plus compensation is provided to verify the accuracy of all invoices. Town shall pay Professional's invoices within thirty (30) days of receipt unless a bona fide dispute exists between Town and Professional concerning the accuracy of said invoice or the services covered thereby. Adjustments to an invoice for billing errors may extend the time for payment.

5. STANDARD OF CARE.

Professional shall be held to the same standard and shall exercise the same degree of care, skill, and judgment in the performance of services for the Town as is ordinarily provided by a similar professional under the same or similar circumstances at the time in Wake County, North Carolina (the "Standard of Care").

6. CONSULTANT AS CONSTRUCTION ADMINISTRATOR.

In the event the Town contracts with the Professional to provide construction administration services the Professional shall be responsible for determining that each construction contractor provides work to the quality level specified and in accordance with plans and specifications.

7. TIME AND COST ESTIMATES.

Professional's cost estimates and time estimates for construction, if required as part of a Task Order, shall be made on the basis of current labor and material prices and the Professional's experience and qualifications. Professional's estimates shall represent its best judgment as an experienced and qualified professional familiar with water and sewer utility projects, or other projects for which Professional is employed. Although Professional has no control over the resources provided by construction contractors to meet contract schedules, Professional's estimates or forecast of schedules shall be made on the basis of its experience and qualifications and shall represent Professional's best judgment as an experienced and qualified professional familiar with water and sewer utility projects.

8. INDEMNIFICATION.

To the extent permitted by law, the Professional agrees to 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 to the extent resulting from the negligence of the Professional.

9. APPLICABILITY OF LAWS AND REGULATIONS.

The Professional shall adhere to all laws, ordinances, and regulations of the United States, the State of North Carolina, the County of Wake, and the Town of Apex in the performance of the services outlined in this contract and any attached specifications. The Parties agree that this Agreement shall be governed and construed in accordance with the laws of the State of North Carolina and all disputes hereunder shall be resolved in accordance with the laws of the State of North Carolina.

10. E-VERIFY COMPLIANCE.

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

11. QUALITY AND WORKMANSHIP.

All work shall be performed to the reasonable and good faith satisfaction of the Town. The work shall not be considered complete nor applicable payments rendered until the Town is satisfied with the services provided. Professional shall provide services in accordance with all applicable federal, state and local law and in accordance with all governing agency regulations and shall be held to the Standard of Care.

12. INSURANCE.

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

13. DEFAULT.

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

14. TERMINATION FOR CONVENIENCE.

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

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15. NOTICE.

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

TO PROFESSIONAL: Kleinfelder, Inc.
Attn: Andrew Hadsell, PE
3200 Gateway Centre Boulevard, Suite 100
Morrisville, North Carolina 27560

TO TOWN: Town of Apex
Attention: Marty Stone, Assistant Town Manager
PO Box 250
Apex, NC 27502

16. DELAY BEYOND THE CONTROL OF THE PARTIES.

Neither Professional nor Town 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 fire, acts of God, flood, earthquakes, storms, lightning, epidemic, war, riot, and/or civil disobedience.

17. NONWAIVER FOR BREACH.

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

18. CONSTRUCTION.

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

19. NO REPRESENTATIONS.

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

20. SEVERABILITY.

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

21. COUNTERPARTS.

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

22. MODIFICATION.

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

23. BINDING EFFECT.

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

24. ASSIGNMENT.

Professional 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 Professional from employing such independent consultants, associates, and sub-contractors as it may deem appropriate to assist Professional in the performance of services rendered.

25. INDEPENDENT CONTRACTOR.

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

26. NON-APPROPRIATION.

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

27. IRAN DIVESTMENT ACT

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 Professional hereby certifies that the Professional is not listed on the Final Divestment List created by the North Carolina State Treasurer and that the Professional will not utilize any subcontractors found on the Final Divestment List.

28. NO THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Town or Contractor.

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals this 15th day of July, 2021.

Professional

Name: Andrew Hadsell
Name of Professional (type or print)

By: _____
(Signature)

Title: Area Manager

Attest: _____
(Secretary, if a corporation)
Assistant Manager

Town of Apex

_____
Catherine Crosby, Town Manager

Attest: _____
Town Clerk

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

_____
Finance Director

STATE OF NORTH CAROLINA **Contract Identification #_____**

COUNTY OF WAKE **MASTER AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES**

THIS MASTER AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES is entered into this the _____day of _____, 2021, by and between, Mott Macdonald I&E, LLC , a North Carolina Corporation with its principal business offices located at 7621 Purfoy Road, Fuquay-Varina, NC 27526 (the "Professional"), and the Town of Apex, a municipal corporation of the State of North Carolina, (the "Town"). Town and Professional may collectively be referred to as "Parties" hereinafter.

WITNESSETH:

WHEREAS, Town is engaged in the development, planning, operation, and utilization of infrastructure in the Town, including water and sewer utilities, water distribution and sanitary sewer collection, wastewater treatment, stormwater control, and greenway facilities, which from time to time require design, revision, engineering, evaluation, surveying, testing, and other related projects; and

WHEREAS, the professional services of engineers, surveyors and others will from time to time in the future be needed by the Town for the services as described above; and

WHEREAS, pursuant to N.C.G.S. 143-64.31, it is the public policy of the State of North Carolina that municipalities announce all requirements for architectural, engineering, and surveying services, and select firms qualified on the basis of demonstrated competence and qualifications, and negotiate contracts for services at a fair and reasonable fee with the best qualified firm; and

WHEREAS, Professional provides professional services of the nature required by the Town and employs trained and experienced technical personnel possessing adequate knowledge, skills, and experience to provide such professional services to the Town; and

WHEREAS, pursuant to N.C.G.S. 143-64.31 the Town announced to various competing firms its need for on-call professional services of the nature described in this Agreement through a "Request for Qualifications On-Call Professional Services" dated February 8, 2021, and the Professional provided a proposal, titled Town of Apex 2021 On-Call RFQ and dated March 26, 2021, and is willing to serve as one of the Town's professionals for the following service(s): Traffic Signal Design and Timing Plans, on an on-call basis for each project authorized under this Agreement.

WHEREAS, the Parties contemplate that the services of the Professional will be performed in various stages in accordance with Task Orders submitted by the Professional

followed by separate authorizations to be issued by the Town, and the Parties desire to set forth the basic terms of their agreement in this Master Agreement for On-Call Professional Services rather than in the separate authorizations issued by the Town; and

WHEREAS, the Parties agree that this Agreement is non-exclusive and does not require or commit the Professional to being available to perform services until a Task Order is submitted, and does not preclude the Town from hiring other vendors or professionals to perform the same or similar work.

NOW THEREFORE, in consideration of the foregoing recitals, and the premises and mutual covenants herein contained, the receipt and adequacy of which is hereby acknowledged, the Parties, intending to be legally bound, hereto do contract and agree as follows:

1. REQUEST FOR TASK ORDER.

Professional is qualified and able and hereby agrees to provide the following specific on-call services for the Town: Traffic Signal Design and Timing Plans. As the need for professional services contemplated by this Agreement arise, the Town will request a Task Order for said services from Professional which shall describe the scope of work, specifications, estimated schedule and the Town's requirements. If the Professional employs the qualified personnel that meet the Town's requirements to perform the requested services, Professional shall submit to the Town within the time specified a written Task Order describing the necessary engineering, surveying, geotechnical, and/or environmental services, guidance, opinions and advice to be provided. The Task Order shall set forth in general terms the Professional's recommendations to carry out the work. Professional shall list the background and experience of Professional's personnel to be assigned to the project as requested by Town. The Task Order shall contain a fee schedule setting forth the fees for the services of the various categories of personnel to be assigned to the Town's project.

In the event of a conflict between the terms of a Task Order and this Agreement, this Agreement shall control.

2. ACCEPTANCE OF TASK ORDER.

The Town and the Professional contemplate certain discussions, negotiations and possible changes to the Task Order submitted by the Professional. Upon a meeting of the minds, Professional shall submit the final Task Order which shall set forth the agreement of the Parties. If said Task Order is acceptable, the Town shall accept the same in writing. The Town and the Professional agree that such written acceptance may be provided by electronic mail. Professional's fee schedule shall remain in effect during the term of this Agreement, unless modified by the Parties in writing. The Town shall provide Professional with a specific Authorization to Proceed for each Task Order accepted by the Town.

3. TIME OF COMMENCEMENT AND COMPLETION.

This Agreement shall terminate on June 30, 2025, unless terminated sooner in accordance with the terms of this Agreement. Professional shall commence and complete the work required by this Agreement in accordance with the dates provided in the Task Order as agreed upon by the Parties. Professional shall immediately notify the Town of any event or circumstance that may, immediately or in the future, impede the proper and timely execution of any work so that remedial action may be taken. Professional shall not begin any work pursuant to this Agreement or a Task Order until written confirmation has been provided by the Town. If Professional 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 Task Order must be agreed to in writing by the Town and the Professional.

4. PAYMENT OF SERVICES.

Professional shall submit to the Town monthly invoices for the services performed during that month, calculated based on the Task Order accepted by the Town. Town has the right to require the Professional to produce for inspection all of Professional's records, billing rates of personnel, and charges for direct expenses for which cost-plus compensation is provided to verify the accuracy of all invoices. Town shall pay Professional's invoices within thirty (30) days of receipt unless a bona fide dispute exists between Town and Professional concerning the accuracy of said invoice or the services covered thereby. Adjustments to an invoice for billing errors may extend the time for payment.

5. STANDARD OF CARE.

Professional shall be held to the same standard and shall exercise the same degree of care, skill, and judgment in the performance of services for the Town as is ordinarily provided by a similar professional under the same or similar circumstances at the time in Wake County, North Carolina (the "Standard of Care").

6. CONSULTANT AS CONSTRUCTION ADMINISTRATOR.

In the event the Town contracts with the Professional to provide construction administration services the Professional shall be responsible for determining that each construction contractor provides work to the quality level specified and in accordance with plans and specifications.

7. TIME AND COST ESTIMATES.

Professional's cost estimates and time estimates for construction, if required as part of a Task Order, shall be made on the basis of current labor and material prices and the Professional's experience and qualifications. Professional's estimates shall represent its best judgment as an experienced and qualified professional familiar with water and sewer utility projects, or other

projects for which Professional is employed. Although Professional has no control over the resources provided by construction contractors to meet contract schedules, Professional's estimates or forecast of schedules shall be made on the basis of its experience and qualifications and shall represent Professional's best judgment as an experienced and qualified professional familiar with water and sewer utility projects.

8. INDEMNIFICATION.

To the extent permitted by law, the Professional agrees to 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 to the extent resulting from the negligence of the Professional.

9. APPLICABILITY OF LAWS AND REGULATIONS.

The Professional shall adhere to all laws, ordinances, and regulations of the United States, the State of North Carolina, the County of Wake, and the Town of Apex in the performance of the services outlined in this contract and any attached specifications. The Parties agree that this Agreement shall be governed and construed in accordance with the laws of the State of North Carolina and all disputes hereunder shall be resolved in accordance with the laws of the State of North Carolina.

10. E-VERIFY COMPLIANCE.

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

11. QUALITY AND WORKMANSHIP.

All work shall be performed to the reasonable and good faith satisfaction of the Town. The work shall not be considered complete nor applicable payments rendered until the Town is satisfied with the services provided. Professional shall provide services in accordance with all applicable federal, state and local law and in accordance with all governing agency regulations and shall be held to the Standard of Care.

12. INSURANCE.

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

13. DEFAULT.

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

14. TERMINATION FOR CONVENIENCE.

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

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15. NOTICE.

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

TO PROFESSIONAL: Mott MacDonald I&E, LLC
Attn: Rusty Thompson, PE, PTOE
7621 Purfoy Road
Fuquay-Varina, NC 27526

TO TOWN: Town of Apex
Attention: Marty Stone, Assistant Town Manager
PO Box 250
Apex, NC 27502

16. DELAY BEYOND THE CONTROL OF THE PARTIES.

Neither Professional nor Town 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 fire, acts of God, flood, earthquakes, storms, lightning, epidemic, war, riot, and/or civil disobedience.

17. NONWAIVER FOR BREACH.

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

18. CONSTRUCTION.

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

19. NO REPRESENTATIONS.

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

20. SEVERABILITY.

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

21. COUNTERPARTS.

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

22. MODIFICATION.

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

23. BINDING EFFECT.

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

24. ASSIGNMENT.

Professional 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 Professional from employing such independent consultants, associates, and sub-contractors as it may deem appropriate to assist Professional in the performance of services rendered.

25. INDEPENDENT CONTRACTOR.

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

26. NON-APPROPRIATION.

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

27. IRAN DIVESTMENT ACT

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 Professional hereby certifies that the Professional is not listed on the Final Divestment List created by the North Carolina State Treasurer and that the Professional will not utilize any subcontractors found on the Final Divestment List.

28. NO THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Town or Contractor.

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals this _____day of_____, 2021.

Professional

Name: Glenda Gibson,PE
Name of Professional (type or print)

By: _____
(Signature)

Title: Vice President

Attest:

_____
(Secretary, if a corporation)

Town of Apex

_____
Catherine Crosby, Town Manager

Attest:

_____
Town Clerk

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

_____
Finance Director

STATE OF NORTH CAROLINA **Contract Identification #_____**

COUNTY OF WAKE **MASTER AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES**

THIS MASTER AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES is entered into this the _____day of _____, 2021, by and between, WithersRavenel, Inc., a North Carolina Corporation with its principal business offices located at 115 MacKenan Drive, Cary, NC 27511 (the "Professional"), and the Town of Apex, a municipal corporation of the State of North Carolina, (the "Town"). Town and Professional may collectively be referred to as "Parties" hereinafter.

WITNESSETH:

WHEREAS, Town is engaged in the development, planning, operation, and utilization of infrastructure in the Town, including water and sewer utilities, water distribution and sanitary sewer collection, wastewater treatment, stormwater control, and greenway facilities, which from time to time require design, revision, engineering, evaluation, surveying, testing, and other related projects; and

WHEREAS, the professional services of engineers, surveyors and others will from time to time in the future be needed by the Town for the services as described above; and

WHEREAS, pursuant to N.C.G.S. 143-64.31, it is the public policy of the State of North Carolina that municipalities announce all requirements for architectural, engineering, and surveying services, and select firms qualified on the basis of demonstrated competence and qualifications, and negotiate contracts for services at a fair and reasonable fee with the best qualified firm; and

WHEREAS, Professional provides professional services of the nature required by the Town and employs trained and experienced technical personnel possessing adequate knowledge, skills, and experience to provide such professional services to the Town; and

WHEREAS, pursuant to N.C.G.S. 143-64.31 the Town announced to various competing firms its need for on-call professional services of the nature described in this Agreement through a "Request for Qualifications On-Call Professional Services" dated February 8, 2021, and the Professional provided a proposal, titled On-Call Professional Services, Town of Apex and dated 26 March 2021, and is willing to serve as one of the Town's professionals for the following service(s): Stormwater, Greenway Design, Surveying, Environmental, Geotech, and CMT on an on-call basis for each project authorized under this Agreement.

WHEREAS, the Parties contemplate that the services of the Professional will be performed in various stages in accordance with Task Orders submitted by the Professional

followed by separate authorizations to be issued by the Town, and the Parties desire to set forth the basic terms of their agreement in this Master Agreement for On-Call Professional Services rather than in the separate authorizations issued by the Town; and

WHEREAS, the Parties agree that this Agreement is non-exclusive and does not require or commit the Professional to being available to perform services until a Task Order is submitted, and does not preclude the Town from hiring other vendors or professionals to perform the same or similar work.

NOW THEREFORE, in consideration of the foregoing recitals, and the premises and mutual covenants herein contained, the receipt and adequacy of which is hereby acknowledged, the Parties, intending to be legally bound, hereto do contract and agree as follows:

1. REQUEST FOR TASK ORDER.

Professional is qualified and able and hereby agrees to provide the following specific on-call services for the Town: Stormwater, Greenway Design, Surveying, Environmental, Geotech, and CMT. As the need for professional services contemplated by this Agreement arise, the Town will request a Task Order for said services from Professional which shall describe the scope of work, specifications, estimated schedule and the Town's requirements. If the Professional employs the qualified personnel that meet the Town's requirements to perform the requested services, Professional shall submit to the Town within the time specified a written Task Order describing the necessary engineering, surveying, geotechnical, and/or environmental services, guidance, opinions and advice to be provided. The Task Order shall set forth in general terms the Professional's recommendations to carry out the work. Professional shall list the background and experience of Professional's personnel to be assigned to the project as requested by Town. The Task Order shall contain a fee schedule setting forth the fees for the services of the various categories of personnel to be assigned to the Town's project.

In the event of a conflict between the terms of a Task Order and this Agreement, this Agreement shall control.

2. ACCEPTANCE OF TASK ORDER.

The Town and the Professional contemplate certain discussions, negotiations and possible changes to the Task Order submitted by the Professional. Upon a meeting of the minds, Professional shall submit the final Task Order which shall set forth the agreement of the Parties. If said Task Order is acceptable, the Town shall accept the same in writing. The Town and the Professional agree that such written acceptance may be provided by electronic mail. Professional's fee schedule shall remain in effect during the term of this Agreement, unless modified by the Parties in writing. The Town shall provide Professional with a specific Authorization to Proceed for each Task Order accepted by the Town.

3. TIME OF COMMENCEMENT AND COMPLETION.

This Agreement shall terminate on June 30, 2025, unless terminated sooner in accordance with the terms of this Agreement. Professional shall commence and complete the work required by this Agreement in accordance with the dates provided in the Task Order as agreed upon by the Parties. Professional shall immediately notify the Town of any event or circumstance that may, immediately or in the future, impede the proper and timely execution of any work so that remedial action may be taken. Professional shall not begin any work pursuant to this Agreement or a Task Order until written confirmation has been provided by the Town. If Professional 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 Task Order must be agreed to in writing by the Town and the Professional.

4. PAYMENT OF SERVICES.

Professional shall submit to the Town monthly invoices for the services performed during that month, calculated based on the Task Order accepted by the Town. Town has the right to require the Professional to produce for inspection all of Professional's records, billing rates of personnel, and charges for direct expenses for which cost-plus compensation is provided to verify the accuracy of all invoices. Town shall pay Professional's invoices within thirty (30) days of receipt unless a bona fide dispute exists between Town and Professional concerning the accuracy of said invoice or the services covered thereby. Adjustments to an invoice for billing errors may extend the time for payment.

5. STANDARD OF CARE.

Professional shall be held to the same standard and shall exercise the same degree of care, skill, and judgment in the performance of services for the Town as is ordinarily provided by a similar professional under the same or similar circumstances at the time in Wake County, North Carolina (the "Standard of Care").

6. CONSULTANT AS CONSTRUCTION ADMINISTRATOR.

In the event the Town contracts with the Professional to provide construction administration services the Professional shall be responsible for determining that each construction contractor provides work to the quality level specified and in accordance with plans and specifications.

7. TIME AND COST ESTIMATES.

Professional's cost estimates and time estimates for construction, if required as part of a Task Order, shall be made on the basis of current labor and material prices and the Professional's experience and qualifications. Professional's estimates shall represent its best judgment as an experienced and qualified professional familiar with water and sewer utility projects, or other

projects for which Professional is employed. Although Professional has no control over the resources provided by construction contractors to meet contract schedules, Professional's estimates or forecast of schedules shall be made on the basis of its experience and qualifications and shall represent Professional's best judgment as an experienced and qualified professional familiar with water and sewer utility projects.

8. INDEMNIFICATION.

To the extent permitted by law, the Professional agrees to 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 to the extent resulting from the negligence of the Professional.

9. APPLICABILITY OF LAWS AND REGULATIONS.

The Professional shall adhere to all laws, ordinances, and regulations of the United States, the State of North Carolina, the County of Wake, and the Town of Apex in the performance of the services outlined in this contract and any attached specifications. The Parties agree that this Agreement shall be governed and construed in accordance with the laws of the State of North Carolina and all disputes hereunder shall be resolved in accordance with the laws of the State of North Carolina.

10. E-VERIFY COMPLIANCE.

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

11. QUALITY AND WORKMANSHIP.

All work shall be performed to the reasonable and good faith satisfaction of the Town. The work shall not be considered complete nor applicable payments rendered until the Town is satisfied with the services provided. Professional shall provide services in accordance with all applicable federal, state and local law and in accordance with all governing agency regulations and shall be held to the Standard of Care.

12. INSURANCE.

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

13. DEFAULT.

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

14. TERMINATION FOR CONVENIENCE.

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

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15. NOTICE.

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

TO PROFESSIONAL: WithersRavenel, Inc.
Attn: Glynn Fleming, PE, CFM
115 MacKenan Drive
Cary, NC 27511

TO TOWN: Town of Apex
Attention: Marty Stone, Assistant Town Manager
PO Box 250
Apex, NC 27502

16. DELAY BEYOND THE CONTROL OF THE PARTIES.

Neither Professional nor Town 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 fire, acts of God, flood, earthquakes, storms, lightning, epidemic, war, riot, and/or civil disobedience.

17. NONWAIVER FOR BREACH.

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

18. CONSTRUCTION.

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

19. NO REPRESENTATIONS.

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

20. SEVERABILITY.

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

21. COUNTERPARTS.

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

22. MODIFICATION.

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

23. BINDING EFFECT.

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

24. ASSIGNMENT.

Professional 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 Professional from employing such independent consultants, associates, and sub-contractors as it may deem appropriate to assist Professional in the performance of services rendered.

25. INDEPENDENT CONTRACTOR.

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

26. NON-APPROPRIATION.

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

27. IRAN DIVESTMENT ACT

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 Professional hereby certifies that the Professional is not listed on the Final Divestment List created by the North Carolina State Treasurer and that the Professional will not utilize any subcontractors found on the Final Divestment List.

28. NO THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Town or Contractor.

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals this _____day of_____, 2021.

Professional

Name: JAMES E. CANFIELD
Name of Professional (type or print)

By: _____
(Signature)

Title: PRESIDENT

Attest: _____
(Secretary, if a corporation)

Town of Apex

_____
Catherine Crosby, Town Manager

Attest: _____
Town Clerk

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

_____
Finance Director

STATE OF NORTH CAROLINA **Contract Identification #_____**

COUNTY OF WAKE **MASTER AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES**

THIS MASTER AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES is entered into this the _____day of _____, 2021, by and between, Brown and Caldwell, Inc. , a North Carolina Corporation with its principal business offices located at 5430 Wade Park Blvd, Ste 200, Raleigh, NC 27607 (the "Professional"), and the Town of Apex, a municipal corporation of the State of North Carolina, (the "Town"). Town and Professional may collectively be referred to as "Parties" hereinafter.

WITNESSETH:

WHEREAS, Town is engaged in the development, planning, operation, and utilization of infrastructure in the Town, including water and sewer utilities, water distribution and sanitary sewer collection, wastewater treatment, stormwater control, and greenway facilities, which from time to time require design, revision, engineering, evaluation, surveying, testing, and other related projects; and

WHEREAS, the professional services of engineers, surveyors and others will from time to time in the future be needed by the Town for the services as described above; and

WHEREAS, pursuant to N.C.G.S. 143-64.31, it is the public policy of the State of North Carolina that municipalities announce all requirements for architectural, engineering, and surveying services, and select firms qualified on the basis of demonstrated competence and qualifications, and negotiate contracts for services at a fair and reasonable fee with the best qualified firm; and

WHEREAS, Professional provides professional services of the nature required by the Town and employs trained and experienced technical personnel possessing adequate knowledge, skills, and experience to provide such professional services to the Town; and

WHEREAS, pursuant to N.C.G.S. 143-64.31 the Town announced to various competing firms its need for on-call professional services of the nature described in this Agreement through a "Request for Qualifications On-Call Professional Services" dated February 8, 2021, and the Professional provided a proposal, titled On-Call Professional Services and dated March 26, 2021, and is willing to serve as one of the Town's professionals for the following service(s): Stormwater, on an on-call basis for each project authorized under this Agreement.

WHEREAS, the Parties contemplate that the services of the Professional will be performed in various stages in accordance with Task Orders submitted by the Professional followed by separate authorizations to be issued by the Town, and the Parties desire to set forth

the basic terms of their agreement in this Master Agreement for On-Call Professional Services rather than in the separate authorizations issued by the Town; and

WHEREAS, the Parties agree that this Agreement is non-exclusive and does not require or commit the Professional to being available to perform services until a Task Order is submitted, and does not preclude the Town from hiring other vendors or professionals to perform the same or similar work.

NOW THEREFORE, in consideration of the foregoing recitals, and the premises and mutual covenants herein contained, the receipt and adequacy of which is hereby acknowledged, the Parties, intending to be legally bound, hereto do contract and agree as follows:

1. REQUEST FOR TASK ORDER.

Professional is qualified and able and hereby agrees to provide the following specific on-call services for the Town: Stormwater. As the need for professional services contemplated by this Agreement arise, the Town will request a Task Order for said services from Professional which shall describe the scope of work, specifications, estimated schedule and the Town's requirements. If the Professional employs the qualified personnel that meet the Town's requirements to perform the requested services, Professional shall submit to the Town within the time specified a written Task Order describing the necessary engineering, surveying, geotechnical, and/or environmental services, guidance, opinions and advice to be provided. The Task Order shall set forth in general terms the Professional's recommendations to carry out the work. Professional shall list the background and experience of Professional's personnel to be assigned to the project as requested by Town. The Task Order shall contain a fee schedule setting forth the fees for the services of the various categories of personnel to be assigned to the Town's project.

In the event of a conflict between the terms of a Task Order and this Agreement, this Agreement shall control.

2. ACCEPTANCE OF TASK ORDER.

The Town and the Professional contemplate certain discussions, negotiations and possible changes to the Task Order submitted by the Professional. Upon a meeting of the minds, Professional shall submit the final Task Order which shall set forth the agreement of the Parties. If said Task Order is acceptable, the Town shall accept the same in writing. The Town and the Professional agree that such written acceptance may be provided by electronic mail. Professional's fee schedule shall remain in effect during the term of this Agreement, unless modified by the Parties in writing. The Town shall provide Professional with a specific Authorization to Proceed for each Task Order accepted by the Town.

3. TIME OF COMMENCEMENT AND COMPLETION.

This Agreement shall terminate on June 30, 2025, unless terminated sooner in accordance with the terms of this Agreement. Professional shall commence and complete the work required by this Agreement in accordance with the dates provided in the Task Order as agreed upon by the Parties. Professional shall immediately notify the Town of any event or circumstance that may, immediately or in the future, impede the proper and timely execution of any work so that remedial action may be taken. Professional shall not begin any work pursuant to this Agreement or a Task Order until written confirmation has been provided by the Town. If Professional 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 Task Order must be agreed to in writing by the Town and the Professional.

4. PAYMENT OF SERVICES.

Professional shall submit to the Town monthly invoices for the services performed during that month, calculated based on the Task Order accepted by the Town. Town has the right to require the Professional to produce for inspection all of Professional's records, billing rates of personnel, and charges for direct expenses for which cost-plus compensation is provided to verify the accuracy of all invoices. Town shall pay Professional's invoices within thirty (30) days of receipt unless a bona fide dispute exists between Town and Professional concerning the accuracy of said invoice or the services covered thereby. Adjustments to an invoice for billing errors may extend the time for payment.

5. STANDARD OF CARE.

Professional shall be held to the same standard and shall exercise the same degree of care, skill, and judgment in the performance of services for the Town as is ordinarily provided by a similar professional under the same or similar circumstances at the time in Wake County, North Carolina (the "Standard of Care").

6. CONSULTANT AS CONSTRUCTION ADMINISTRATOR.

In the event the Town contracts with the Professional to provide construction administration services the Professional shall be responsible for determining that each construction contractor provides work to the quality level specified and in accordance with plans and specifications.

7. TIME AND COST ESTIMATES.

Professional's cost estimates and time estimates for construction, if required as part of a Task Order, shall be made on the basis of current labor and material prices and the Professional's experience and qualifications. Professional's estimates shall represent its best judgment as an experienced and qualified professional familiar with water and sewer utility projects, or other

projects for which Professional is employed. Although Professional has no control over the resources provided by construction contractors to meet contract schedules, Professional's estimates or forecast of schedules shall be made on the basis of its experience and qualifications and shall represent Professional's best judgment as an experienced and qualified professional familiar with water and sewer utility projects.

8. INDEMNIFICATION.

To the extent permitted by law, the Professional agrees to 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 to the extent resulting from the negligence of the Professional.

9. APPLICABILITY OF LAWS AND REGULATIONS.

The Professional shall adhere to all laws, ordinances, and regulations of the United States, the State of North Carolina, the County of Wake, and the Town of Apex in the performance of the services outlined in this contract and any attached specifications. The Parties agree that this Agreement shall be governed and construed in accordance with the laws of the State of North Carolina and all disputes hereunder shall be resolved in accordance with the laws of the State of North Carolina.

10. E-VERIFY COMPLIANCE.

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

11. QUALITY AND WORKMANSHIP.

All work shall be performed to the reasonable and good faith satisfaction of the Town. The work shall not be considered complete nor applicable payments rendered until the Town is satisfied with the services provided. Professional shall provide services in accordance with all applicable federal, state and local law and in accordance with all governing agency regulations and shall be held to the Standard of Care.

12. INSURANCE.

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

13. DEFAULT.

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

14. TERMINATION FOR CONVENIENCE.

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

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15. NOTICE.

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

TO PROFESSIONAL: Brown and Caldwell
Attn: Stephanie Hanses
5430 Wade Park Blvd, Suite 200
Raleigh, NC 27607

TO TOWN: Town of Apex
Attention: Marty Stone, Assistant Town Manager
PO Box 250
Apex, NC 27502

16. DELAY BEYOND THE CONTROL OF THE PARTIES.

Neither Professional nor Town 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 fire, acts of God, flood, earthquakes, storms, lightning, epidemic, war, riot, and/or civil disobedience.

17. NONWAIVER FOR BREACH.

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

18. CONSTRUCTION.

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

19. NO REPRESENTATIONS.

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

20. SEVERABILITY.

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

21. COUNTERPARTS.

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

22. MODIFICATION.

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

23. BINDING EFFECT.

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

24. ASSIGNMENT.

Professional 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 Professional from employing such independent consultants, associates, and sub-contractors as it may deem appropriate to assist Professional in the performance of services rendered.

25. INDEPENDENT CONTRACTOR.

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

26. NON-APPROPRIATION.

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

27. IRAN DIVESTMENT ACT

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 Professional hereby certifies that the Professional is not listed on the Final Divestment List created by the North Carolina State Treasurer and that the Professional will not utilize any subcontractors found on the Final Divestment List.

28. NO THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Town or Contractor.

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals this _____day of_____, 2021.

Professional

Name: Richard Stahr
Name of Professional (type or print)

By: _____
(Signature)

Title: Senior Vice President

Attest: _____
(Secretary, if a corporation) Robert D. Goodson

Town of Apex

_____
Catherine Crosby, Town Manager

Attest:

_____
Town Clerk

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

_____
Finance Director

STATE OF NORTH CAROLINA **Contract Identification #_____**

COUNTY OF WAKE **MASTER AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES**

THIS MASTER AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES is entered into this the _____day of _____, 2021, by and between, RS&H Architects-Engineers-Planners, Inc., a North Carolina Corporation with its principal business offices located at 8521 Six Forks Road, Suite 400, Raleigh, North Carolina 27615 (the "Professional"), and the Town of Apex, a municipal corporation of the State of North Carolina, (the "Town"). Town and Professional may collectively be referred to as "Parties" hereinafter.

WITNESSETH:

WHEREAS, Town is engaged in the development, planning, operation, and utilization of infrastructure in the Town, including water and sewer utilities, water distribution and sanitary sewer collection, wastewater treatment, stormwater control, and greenway facilities, which from time to time require design, revision, engineering, evaluation, surveying, testing, and other related projects; and

WHEREAS, the professional services of engineers, surveyors and others will from time to time in the future be needed by the Town for the services as described above; and

WHEREAS, pursuant to N.C.G.S. 143-64.31, it is the public policy of the State of North Carolina that municipalities announce all requirements for architectural, engineering, and surveying services, and select firms qualified on the basis of demonstrated competence and qualifications, and negotiate contracts for services at a fair and reasonable fee with the best qualified firm; and

WHEREAS, Professional provides professional services of the nature required by the Town and employs trained and experienced technical personnel possessing adequate knowledge, skills, and experience to provide such professional services to the Town; and

WHEREAS, pursuant to N.C.G.S. 143-64.31 the Town announced to various competing firms its need for on-call professional services of the nature described in this Agreement through a "Request for Qualifications On-Call Professional Services" dated February 8, 2021, and the Professional provided a proposal, titled Town of Apex On-Call Professional Services and dated March 26, 2021, and is willing to serve as one of the Town's professionals for the following service(s): Roadway Planning and Design, Traffic Forecast and Analysis, Traffic Signal Design and Timing Plans, on an on-call basis for each project authorized under this Agreement.

WHEREAS, the Parties contemplate that the services of the Professional will be performed in various stages in accordance with Task Orders submitted by the Professional

followed by separate authorizations to be issued by the Town, and the Parties desire to set forth the basic terms of their agreement in this Master Agreement for On-Call Professional Services rather than in the separate authorizations issued by the Town; and

WHEREAS, the Parties agree that this Agreement is non-exclusive and does not require or commit the Professional to being available to perform services until a Task Order is submitted, and does not preclude the Town from hiring other vendors or professionals to perform the same or similar work.

NOW THEREFORE, in consideration of the foregoing recitals, and the premises and mutual covenants herein contained, the receipt and adequacy of which is hereby acknowledged, the Parties, intending to be legally bound, hereto do contract and agree as follows:

1. REQUEST FOR TASK ORDER.

Professional is qualified and able and hereby agrees to provide the following specific on-call services for the Town: Roadway Planning and Design, Traffic Forecast and Analysis, Traffic Signal Design and Timing Plans. As the need for professional services contemplated by this Agreement arise, the Town will request a Task Order for said services from Professional which shall describe the scope of work, specifications, estimated schedule and the Town's requirements. If the Professional employs the qualified personnel that meet the Town's requirements to perform the requested services, Professional shall submit to the Town within the time specified a written Task Order describing the necessary engineering, surveying, geotechnical, and/or environmental services, guidance, opinions and advice to be provided. The Task Order shall set forth in general terms the Professional's recommendations to carry out the work. Professional shall list the background and experience of Professional's personnel to be assigned to the project as requested by Town. The Task Order shall contain a fee schedule setting forth the fees for the services of the various categories of personnel to be assigned to the Town's project.

In the event of a conflict between the terms of a Task Order and this Agreement, this Agreement shall control.

2. ACCEPTANCE OF TASK ORDER.

The Town and the Professional contemplate certain discussions, negotiations and possible changes to the Task Order submitted by the Professional. Upon a meeting of the minds, Professional shall submit the final Task Order which shall set forth the agreement of the Parties. If said Task Order is acceptable, the Town shall accept the same in writing. The Town and the Professional agree that such written acceptance may be provided by electronic mail. Professional's fee schedule shall remain in effect during the term of this Agreement, unless modified by the Parties in writing. The Town shall provide Professional with a specific Authorization to Proceed for each Task Order accepted by the Town.

3. TIME OF COMMENCEMENT AND COMPLETION.

This Agreement shall terminate on June 30, 2025, unless terminated sooner in accordance with the terms of this Agreement. Professional shall commence and complete the work required by this Agreement in accordance with the dates provided in the Task Order as agreed upon by the Parties. Professional shall immediately notify the Town of any event or circumstance that may, immediately or in the future, impede the proper and timely execution of any work so that remedial action may be taken. Professional shall not begin any work pursuant to this Agreement or a Task Order until written confirmation has been provided by the Town. If Professional 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 Task Order must be agreed to in writing by the Town and the Professional.

4. PAYMENT OF SERVICES.

Professional shall submit to the Town monthly invoices for the services performed during that month, calculated based on the Task Order accepted by the Town. Town has the right to require the Professional to produce for inspection all of Professional's records, billing rates of personnel, and charges for direct expenses for which cost-plus compensation is provided to verify the accuracy of all invoices. Town shall pay Professional's invoices within thirty (30) days of receipt unless a bona fide dispute exists between Town and Professional concerning the accuracy of said invoice or the services covered thereby. Adjustments to an invoice for billing errors may extend the time for payment.

5. STANDARD OF CARE.

Professional shall be held to the same standard and shall exercise the same degree of care, skill, and judgment in the performance of services for the Town as is ordinarily provided by a similar professional under the same or similar circumstances at the time in Wake County, North Carolina (the "Standard of Care").

6. CONSULTANT AS CONSTRUCTION ADMINISTRATOR.

In the event the Town contracts with the Professional to provide construction administration services the Professional shall be responsible for determining that each construction contractor provides work to the quality level specified and in accordance with plans and specifications.

7. TIME AND COST ESTIMATES.

Professional's cost estimates and time estimates for construction, if required as part of a Task Order, shall be made on the basis of current labor and material prices and the Professional's experience and qualifications. Professional's estimates shall represent its best judgment as an experienced and qualified professional familiar with water and sewer utility projects, or other

projects for which Professional is employed. Although Professional has no control over the resources provided by construction contractors to meet contract schedules, Professional's estimates or forecast of schedules shall be made on the basis of its experience and qualifications and shall represent Professional's best judgment as an experienced and qualified professional familiar with water and sewer utility projects.

8. INDEMNIFICATION.

To the extent permitted by law, the Professional agrees to 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 to the extent resulting from the negligence of the Professional.

9. APPLICABILITY OF LAWS AND REGULATIONS.

The Professional shall adhere to all laws, ordinances, and regulations of the United States, the State of North Carolina, the County of Wake, and the Town of Apex in the performance of the services outlined in this contract and any attached specifications. The Parties agree that this Agreement shall be governed and construed in accordance with the laws of the State of North Carolina and all disputes hereunder shall be resolved in accordance with the laws of the State of North Carolina.

10. E-VERIFY COMPLIANCE.

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

11. QUALITY AND WORKMANSHIP.

All work shall be performed to the reasonable and good faith satisfaction of the Town. The work shall not be considered complete nor applicable payments rendered until the Town is satisfied with the services provided. Professional shall provide services in accordance with all applicable federal, state and local law and in accordance with all governing agency regulations and shall be held to the Standard of Care.

12. INSURANCE.

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

13. DEFAULT.

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

14. TERMINATION FOR CONVENIENCE.

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

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15. NOTICE.

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

TO PROFESSIONAL: RS&H Architects-Engineers-Planners, Inc.
Attn: Kenneth J. Herring
1520 South Boulevard, Suite 200
Charlotte, North Carolina 28203

TO TOWN: Town of Apex
Attention: Marty Stone, Assistant Town Manager
PO Box 250
Apex, NC 27502

16. DELAY BEYOND THE CONTROL OF THE PARTIES.

Neither Professional nor Town 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 fire, acts of God, flood, earthquakes, storms, lightning, epidemic, war, riot, and/or civil disobedience.

17. NONWAIVER FOR BREACH.

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

18. CONSTRUCTION.

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

19. NO REPRESENTATIONS.

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

20. SEVERABILITY.

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

21. COUNTERPARTS.

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

22. MODIFICATION.

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

23. BINDING EFFECT.

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

24. ASSIGNMENT.

Professional 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 Professional from employing such independent consultants, associates, and sub-contractors as it may deem appropriate to assist Professional in the performance of services rendered.

25. INDEPENDENT CONTRACTOR.

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

26. NON-APPROPRIATION.

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

27. IRAN DIVESTMENT ACT

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 Professional hereby certifies that the Professional is not listed on the Final Divestment List created by the North Carolina State Treasurer and that the Professional will not utilize any subcontractors found on the Final Divestment List.

28. NO THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Town or Contractor.

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals this _____day of_____, 2021.

Professional

Name: Jennifer D. Farino
Name of Professional (type or print)

By: _____
(Signature)

Title: Vice President

Attest: _____
(Secretary, if a corporation)

Town of Apex

_____
Catherine Crosby, Town Manager

Attest: _____
Town Clerk

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

_____
Finance Director

STATE OF NORTH CAROLINA **Contract Identification #_____**

COUNTY OF WAKE **MASTER AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES**

THIS MASTER AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES is entered into this the _____day of _____, 2021, by and between, S&ME, Inc., a North Carolina Corporation with its principal business offices located at 3201 Spring Forest Road, Raleigh, NC 27616 (the "Professional"), and the Town of Apex, a municipal corporation of the State of North Carolina, (the "Town"). Town and Professional may collectively be referred to as "Parties" hereinafter.

WITNESSETH:

WHEREAS, Town is engaged in the development, planning, operation, and utilization of infrastructure in the Town, including water and sewer utilities, water distribution and sanitary sewer collection, wastewater treatment, stormwater control, and greenway facilities, which from time to time require design, revision, engineering, evaluation, surveying, testing, and other related projects; and

WHEREAS, the professional services of engineers, surveyors and others will from time to time in the future be needed by the Town for the services as described above; and

WHEREAS, pursuant to N.C.G.S. 143-64.31, it is the public policy of the State of North Carolina that municipalities announce all requirements for architectural, engineering, and surveying services, and select firms qualified on the basis of demonstrated competence and qualifications, and negotiate contracts for services at a fair and reasonable fee with the best qualified firm; and

WHEREAS, Professional provides professional services of the nature required by the Town and employs trained and experienced technical personnel possessing adequate knowledge, skills, and experience to provide such professional services to the Town; and

WHEREAS, pursuant to N.C.G.S. 143-64.31 the Town announced to various competing firms its need for on-call professional services of the nature described in this Agreement through a "Request for Qualifications On-Call Professional Services" dated February 8, 2021, and the Professional provided a proposal, titled UE2101 | On-Call Professional Services and dated March 26, 2021, and is willing to serve as one of the Town's professionals for the following service(s): Environmental, Geotechnical, and CMT, on an on-call basis for each project authorized under this Agreement.

WHEREAS, the Parties contemplate that the services of the Professional will be performed in various stages in accordance with Task Orders submitted by the Professional

followed by separate authorizations to be issued by the Town, and the Parties desire to set forth the basic terms of their agreement in this Master Agreement for On-Call Professional Services rather than in the separate authorizations issued by the Town; and

WHEREAS, the Parties agree that this Agreement is non-exclusive and does not require or commit the Professional to being available to perform services until a Task Order is submitted, and does not preclude the Town from hiring other vendors or professionals to perform the same or similar work.

NOW THEREFORE, in consideration of the foregoing recitals, and the premises and mutual covenants herein contained, the receipt and adequacy of which is hereby acknowledged, the Parties, intending to be legally bound, hereto do contract and agree as follows:

1. REQUEST FOR TASK ORDER.

Professional is qualified and able and hereby agrees to provide the following specific on-call services for the Town: Environmental, Geotechnical, and CMT. As the need for professional services contemplated by this Agreement arise, the Town will request a Task Order for said services from Professional which shall describe the scope of work, specifications, estimated schedule and the Town's requirements. If the Professional employs the qualified personnel that meet the Town's requirements to perform the requested services, Professional shall submit to the Town within the time specified a written Task Order describing the necessary engineering, surveying, geotechnical, and/or environmental services, guidance, opinions and advice to be provided. The Task Order shall set forth in general terms the Professional's recommendations to carry out the work. Professional shall list the background and experience of Professional's personnel to be assigned to the project as requested by Town. The Task Order shall contain a fee schedule setting forth the fees for the services of the various categories of personnel to be assigned to the Town's project.

In the event of a conflict between the terms of a Task Order and this Agreement, this Agreement shall control.

2. ACCEPTANCE OF TASK ORDER.

The Town and the Professional contemplate certain discussions, negotiations and possible changes to the Task Order submitted by the Professional. Upon a meeting of the minds, Professional shall submit the final Task Order which shall set forth the agreement of the Parties. If said Task Order is acceptable, the Town shall accept the same in writing. The Town and the Professional agree that such written acceptance may be provided by electronic mail. Professional's fee schedule shall remain in effect during the term of this Agreement, unless modified by the Parties in writing. The Town shall provide Professional with a specific Authorization to Proceed for each Task Order accepted by the Town.

3. TIME OF COMMENCEMENT AND COMPLETION.

This Agreement shall terminate on June 30, 2025, unless terminated sooner in accordance with the terms of this Agreement. Professional shall commence and complete the work required by this Agreement in accordance with the dates provided in the Task Order as agreed upon by the Parties. Professional shall immediately notify the Town of any event or circumstance that may, immediately or in the future, impede the proper and timely execution of any work so that remedial action may be taken. Professional shall not begin any work pursuant to this Agreement or a Task Order until written confirmation has been provided by the Town. If Professional 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 Task Order must be agreed to in writing by the Town and the Professional.

4. PAYMENT OF SERVICES.

Professional shall submit to the Town monthly invoices for the services performed during that month, calculated based on the Task Order accepted by the Town. Town has the right to require the Professional to produce for inspection all of Professional's records, billing rates of personnel, and charges for direct expenses for which cost-plus compensation is provided to verify the accuracy of all invoices. Town shall pay Professional's invoices within thirty (30) days of receipt unless a bona fide dispute exists between Town and Professional concerning the accuracy of said invoice or the services covered thereby. Adjustments to an invoice for billing errors may extend the time for payment.

5. STANDARD OF CARE.

Professional shall be held to the same standard and shall exercise the same degree of care, skill, and judgment in the performance of services for the Town as is ordinarily provided by a similar professional under the same or similar circumstances at the time in Wake County, North Carolina (the "Standard of Care").

6. CONSULTANT AS CONSTRUCTION ADMINISTRATOR.

In the event the Town contracts with the Professional to provide construction administration services the Professional shall be responsible for determining that each construction contractor provides work to the quality level specified and in accordance with plans and specifications.

7. TIME AND COST ESTIMATES.

Professional's cost estimates and time estimates for construction, if required as part of a Task Order, shall be made on the basis of current labor and material prices and the Professional's experience and qualifications. Professional's estimates shall represent its best judgment as an experienced and qualified professional familiar with water and sewer utility projects, or other

projects for which Professional is employed. Although Professional has no control over the resources provided by construction contractors to meet contract schedules, Professional's estimates or forecast of schedules shall be made on the basis of its experience and qualifications and shall represent Professional's best judgment as an experienced and qualified professional familiar with water and sewer utility projects.

8. INDEMNIFICATION.

To the extent permitted by law, the Professional agrees to 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 to the extent resulting from the negligence of the Professional.

9. APPLICABILITY OF LAWS AND REGULATIONS.

The Professional shall adhere to all laws, ordinances, and regulations of the United States, the State of North Carolina, the County of Wake, and the Town of Apex in the performance of the services outlined in this contract and any attached specifications. The Parties agree that this Agreement shall be governed and construed in accordance with the laws of the State of North Carolina and all disputes hereunder shall be resolved in accordance with the laws of the State of North Carolina.

10. E-VERIFY COMPLIANCE.

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

11. QUALITY AND WORKMANSHIP.

All work shall be performed to the reasonable and good faith satisfaction of the Town. The work shall not be considered complete nor applicable payments rendered until the Town is satisfied with the services provided. Professional shall provide services in accordance with all applicable federal, state and local law and in accordance with all governing agency regulations and shall be held to the Standard of Care.

12. INSURANCE.

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

13. DEFAULT.

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

14. TERMINATION FOR CONVENIENCE.

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

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15. NOTICE.

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

TO PROFESSIONAL: S&ME, Inc.
Attn: Sam Watts, Senior Consultant
3201 Spring Forest Road
Raleigh, NC 27616

TO TOWN: Town of Apex
Attention: Marty Stone, Assistant Town Manager
PO Box 250
Apex, NC 27502

16. DELAY BEYOND THE CONTROL OF THE PARTIES.

Neither Professional nor Town 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 fire, acts of God, flood, earthquakes, storms, lightning, epidemic, war, riot, and/or civil disobedience.

17. NONWAIVER FOR BREACH.

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

18. CONSTRUCTION.

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

19. NO REPRESENTATIONS.

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

20. SEVERABILITY.

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

21. COUNTERPARTS.

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

22. MODIFICATION.

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

23. BINDING EFFECT.

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

24. ASSIGNMENT.

Professional 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 Professional from employing such independent consultants, associates, and sub-contractors as it may deem appropriate to assist Professional in the performance of services rendered.

25. INDEPENDENT CONTRACTOR.

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

26. NON-APPROPRIATION.

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

27. IRAN DIVESTMENT ACT

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 Professional hereby certifies that the Professional is not listed on the Final Divestment List created by the North Carolina State Treasurer and that the Professional will not utilize any subcontractors found on the Final Divestment List.

28. NO THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Town or Contractor.

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals this _____day of_____, 2021.

Professional

Name: Tom Raymond
Name of Professional (type or print)

By: _____
(Signature)

Title: Vice President

Attest: _____
(Secretary, if a corporation)

Town of Apex

_____
Catherine Crosby, Town Manager

Attest:

_____
Town Clerk

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

_____
Finance Director

STATE OF NORTH CAROLINA **Contract Identification #_____**

COUNTY OF WAKE **MASTER AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES**

THIS MASTER AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES is entered into this the _____day of _____, 2021, by and between, SEPI Engineering & Construction, Inc., a North Carolina Corporation with its principal business offices located at 1 Glenwood Avenue, Suite 600, Raleigh NC 27603 (the "Professional"), and the Town of Apex, a municipal corporation of the State of North Carolina, (the "Town"). Town and Professional may collectively be referred to as "Parties" hereinafter.

WITNESSETH:

WHEREAS, Town is engaged in the development, planning, operation, and utilization of infrastructure in the Town, including water and sewer utilities, water distribution and sanitary sewer collection, wastewater treatment, stormwater control, and greenway facilities, which from time to time require design, revision, engineering, evaluation, surveying, testing, and other related projects; and

WHEREAS, the professional services of engineers, surveyors and others will from time to time in the future be needed by the Town for the services as described above; and

WHEREAS, pursuant to N.C.G.S. 143-64.31, it is the public policy of the State of North Carolina that municipalities announce all requirements for architectural, engineering, and surveying services, and select firms qualified on the basis of demonstrated competence and qualifications, and negotiate contracts for services at a fair and reasonable fee with the best qualified firm; and

WHEREAS, Professional provides professional services of the nature required by the Town and employs trained and experienced technical personnel possessing adequate knowledge, skills, and experience to provide such professional services to the Town; and

WHEREAS, pursuant to N.C.G.S. 143-64.31 the Town announced to various competing firms its need for on-call professional services of the nature described in this Agreement through a "Request for Qualifications On-Call Professional Services" dated February 8, 2021, and the Professional provided a proposal, titled SEPI_Town of Apex_RFQ UE2101 On-Call Professional Services and dated March 26, 2021, and is willing to serve as one of the Town's professionals for the following service(s): Greenway Design, on an on-call basis for each project authorized under this Agreement.

WHEREAS, the Parties contemplate that the services of the Professional will be performed in various stages in accordance with Task Orders submitted by the Professional

followed by separate authorizations to be issued by the Town, and the Parties desire to set forth the basic terms of their agreement in this Master Agreement for On-Call Professional Services rather than in the separate authorizations issued by the Town; and

WHEREAS, the Parties agree that this Agreement is non-exclusive and does not require or commit the Professional to being available to perform services until a Task Order is submitted, and does not preclude the Town from hiring other vendors or professionals to perform the same or similar work.

NOW THEREFORE, in consideration of the foregoing recitals, and the premises and mutual covenants herein contained, the receipt and adequacy of which is hereby acknowledged, the Parties, intending to be legally bound, hereto do contract and agree as follows:

1. REQUEST FOR TASK ORDER.

Professional is qualified and able and hereby agrees to provide the following specific on-call services for the Town: Greenway Design. As the need for professional services contemplated by this Agreement arise, the Town will request a Task Order for said services from Professional which shall describe the scope of work, specifications, estimated schedule and the Town's requirements. If the Professional employs the qualified personnel that meet the Town's requirements to perform the requested services, Professional shall submit to the Town within the time specified a written Task Order describing the necessary engineering, surveying, geotechnical, and/or environmental services, guidance, opinions and advice to be provided. The Task Order shall set forth in general terms the Professional's recommendations to carry out the work. Professional shall list the background and experience of Professional's personnel to be assigned to the project as requested by Town. The Task Order shall contain a fee schedule setting forth the fees for the services of the various categories of personnel to be assigned to the Town's project.

In the event of a conflict between the terms of a Task Order and this Agreement, this Agreement shall control.

2. ACCEPTANCE OF TASK ORDER.

The Town and the Professional contemplate certain discussions, negotiations and possible changes to the Task Order submitted by the Professional. Upon a meeting of the minds, Professional shall submit the final Task Order which shall set forth the agreement of the Parties. If said Task Order is acceptable, the Town shall accept the same in writing. The Town and the Professional agree that such written acceptance may be provided by electronic mail. Professional's fee schedule shall remain in effect during the term of this Agreement, unless modified by the Parties in writing. The Town shall provide Professional with a specific Authorization to Proceed for each Task Order accepted by the Town.

3. TIME OF COMMENCEMENT AND COMPLETION.

This Agreement shall terminate on June 30, 2025, unless terminated sooner in accordance with the terms of this Agreement. Professional shall commence and complete the work required by this Agreement in accordance with the dates provided in the Task Order as agreed upon by the Parties. Professional shall immediately notify the Town of any event or circumstance that may, immediately or in the future, impede the proper and timely execution of any work so that remedial action may be taken. Professional shall not begin any work pursuant to this Agreement or a Task Order until written confirmation has been provided by the Town. If Professional 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 Task Order must be agreed to in writing by the Town and the Professional.

4. PAYMENT OF SERVICES.

Professional shall submit to the Town monthly invoices for the services performed during that month, calculated based on the Task Order accepted by the Town. Town has the right to require the Professional to produce for inspection all of Professional's records, billing rates of personnel, and charges for direct expenses for which cost-plus compensation is provided to verify the accuracy of all invoices. Town shall pay Professional's invoices within thirty (30) days of receipt unless a bona fide dispute exists between Town and Professional concerning the accuracy of said invoice or the services covered thereby. Adjustments to an invoice for billing errors may extend the time for payment.

5. STANDARD OF CARE.

Professional shall be held to the same standard and shall exercise the same degree of care, skill, and judgment in the performance of services for the Town as is ordinarily provided by a similar professional under the same or similar circumstances at the time in Wake County, North Carolina (the "Standard of Care").

6. CONSULTANT AS CONSTRUCTION ADMINISTRATOR.

In the event the Town contracts with the Professional to provide construction administration services the Professional shall be responsible for determining that each construction contractor provides work to the quality level specified and in accordance with plans and specifications.

7. TIME AND COST ESTIMATES.

Professional's cost estimates and time estimates for construction, if required as part of a Task Order, shall be made on the basis of current labor and material prices and the Professional's experience and qualifications. Professional's estimates shall represent its best judgment as an experienced and qualified professional familiar with water and sewer utility projects, or other

projects for which Professional is employed. Although Professional has no control over the resources provided by construction contractors to meet contract schedules, Professional's estimates or forecast of schedules shall be made on the basis of its experience and qualifications and shall represent Professional's best judgment as an experienced and qualified professional familiar with water and sewer utility projects.

8. INDEMNIFICATION.

To the extent permitted by law, the Professional agrees to 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 to the extent resulting from the negligence of the Professional.

9. APPLICABILITY OF LAWS AND REGULATIONS.

The Professional shall adhere to all laws, ordinances, and regulations of the United States, the State of North Carolina, the County of Wake, and the Town of Apex in the performance of the services outlined in this contract and any attached specifications. The Parties agree that this Agreement shall be governed and construed in accordance with the laws of the State of North Carolina and all disputes hereunder shall be resolved in accordance with the laws of the State of North Carolina.

10. E-VERIFY COMPLIANCE.

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

11. QUALITY AND WORKMANSHIP.

All work shall be performed to the reasonable and good faith satisfaction of the Town. The work shall not be considered complete nor applicable payments rendered until the Town is satisfied with the services provided. Professional shall provide services in accordance with all applicable federal, state and local law and in accordance with all governing agency regulations and shall be held to the Standard of Care.

12. INSURANCE.

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

13. DEFAULT.

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

14. TERMINATION FOR CONVENIENCE.

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

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15. NOTICE.

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

TO PROFESSIONAL: SEPI Engineering & Construction, Inc.
Attn:Benjamin Crawford
1 Glenwood Avenue, Suite 600
Raleigh, NC 27603

TO TOWN: Town of Apex
Attention: Marty Stone, Assistant Town Manager
PO Box 250
Apex, NC 27502

16. DELAY BEYOND THE CONTROL OF THE PARTIES.

Neither Professional nor Town 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 fire, acts of God, flood, earthquakes, storms, lightning, epidemic, war, riot, and/or civil disobedience.

17. NONWAIVER FOR BREACH.

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

18. CONSTRUCTION.

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

19. NO REPRESENTATIONS.

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

20. SEVERABILITY.

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

21. COUNTERPARTS.

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

22. MODIFICATION.

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

23. BINDING EFFECT.

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

24. ASSIGNMENT.

Professional 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 Professional from employing such independent consultants, associates, and sub-contractors as it may deem appropriate to assist Professional in the performance of services rendered.

25. INDEPENDENT CONTRACTOR.

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

26. NON-APPROPRIATION.

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

27. IRAN DIVESTMENT ACT

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 Professional hereby certifies that the Professional is not listed on the Final Divestment List created by the North Carolina State Treasurer and that the Professional will not utilize any subcontractors found on the Final Divestment List.

28. NO THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Town or Contractor.

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals this _____day of_____, 2021.

Professional

Name: Benjamin R. Crawford
Name of Professional (type or print)

By: _____
(Signature)

Title: Vice President

Attest: Richard W. Edwards
(Secretary, if a corporation)

Town of Apex

_____
Catherine Crosby, Town Manager

Attest:

_____
Town Clerk

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

_____
Finance Director

STATE OF NORTH CAROLINA **Contract Identification #_____**

COUNTY OF WAKE **MASTER AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES**

THIS MASTER AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES is entered into this the _____day of _____, 2021, by and between, Terracon Consultants, Inc., a Delaware Corporation with its principal business offices located at 10841 S. Ridgeview Road, Olathe, KS 66061(the "Professional"), and the Town of Apex, a municipal corporation of the State of North Carolina, (the "Town"). Town and Professional may collectively be referred to as "Parties" hereinafter.

WITNESSETH:

WHEREAS, Town is engaged in the development, planning, operation, and utilization of infrastructure in the Town, including water and sewer utilities, water distribution and sanitary sewer collection, wastewater treatment, stormwater control, and greenway facilities, which from time to time require design, revision, engineering, evaluation, surveying, testing, and other related projects; and

WHEREAS, the professional services of engineers, surveyors and others will from time to time in the future be needed by the Town for the services as described above; and

WHEREAS, pursuant to N.C.G.S. 143-64.31, it is the public policy of the State of North Carolina that municipalities announce all requirements for architectural, engineering, and surveying services, and select firms qualified on the basis of demonstrated competence and qualifications, and negotiate contracts for services at a fair and reasonable fee with the best qualified firm; and

WHEREAS, Professional provides professional services of the nature required by the Town and employs trained and experienced technical personnel possessing adequate knowledge, skills, and experience to provide such professional services to the Town; and

WHEREAS, pursuant to N.C.G.S. 143-64.31 the Town announced to various competing firms its need for on-call professional services of the nature described in this Agreement through a "Request for Qualifications On-Call Professional Services" dated February 8, 2021, and the Professional provided a proposal, titled RFQ for On-Call Professional Services: Environmental, Geotechnical, and CMT, RFQ # UE2101 and dated March 26, 2021, and is willing to serve as one of the Town's professionals for the following service(s): Environmental, Geotech, CMT, on an on-call basis for each project authorized under this Agreement.

WHEREAS, the Parties contemplate that the services of the Professional will be performed in various stages in accordance with Task Orders submitted by the Professional

followed by separate authorizations to be issued by the Town, and the Parties desire to set forth the basic terms of their agreement in this Master Agreement for On-Call Professional Services rather than in the separate authorizations issued by the Town; and

WHEREAS, the Parties agree that this Agreement is non-exclusive and does not require or commit the Professional to being available to perform services until a Task Order is submitted, and does not preclude the Town from hiring other vendors or professionals to perform the same or similar work.

NOW THEREFORE, in consideration of the foregoing recitals, and the premises and mutual covenants herein contained, the receipt and adequacy of which is hereby acknowledged, the Parties, intending to be legally bound, hereto do contract and agree as follows:

1. REQUEST FOR TASK ORDER.

Professional is qualified and able and hereby agrees to provide the following specific on-call services for the Town: Environmental, Geotech, CMT. As the need for professional services contemplated by this Agreement arise, the Town will request a Task Order for said services from Professional which shall describe the scope of work, specifications, estimated schedule and the Town's requirements. If the Professional employs the qualified personnel that meet the Town's requirements to perform the requested services, Professional shall submit to the Town within the time specified a written Task Order describing the necessary engineering, surveying, geotechnical, and/or environmental services, guidance, opinions and advice to be provided. The Task Order shall set forth in general terms the Professional's recommendations to carry out the work. Professional shall list the background and experience of Professional's personnel to be assigned to the project as requested by Town. The Task Order shall contain a fee schedule setting forth the fees for the services of the various categories of personnel to be assigned to the Town's project.

In the event of a conflict between the terms of a Task Order and this Agreement, this Agreement shall control.

2. ACCEPTANCE OF TASK ORDER.

The Town and the Professional contemplate certain discussions, negotiations and possible changes to the Task Order submitted by the Professional. Upon a meeting of the minds, Professional shall submit the final Task Order which shall set forth the agreement of the Parties. If said Task Order is acceptable, the Town shall accept the same in writing. The Town and the Professional agree that such written acceptance may be provided by electronic mail. Professional's fee schedule shall remain in effect during the term of this Agreement, unless modified by the Parties in writing. The Town shall provide Professional with a specific Authorization to Proceed for each Task Order accepted by the Town.

3. TIME OF COMMENCEMENT AND COMPLETION.

This Agreement shall terminate on June 30, 2025, unless terminated sooner in accordance with the terms of this Agreement. Professional shall commence and complete the work required by this Agreement in accordance with the dates provided in the Task Order as agreed upon by the Parties. Professional shall immediately notify the Town of any event or circumstance that may, immediately or in the future, impede the proper and timely execution of any work so that remedial action may be taken. Professional shall not begin any work pursuant to this Agreement or a Task Order until written confirmation has been provided by the Town. If Professional 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 Task Order must be agreed to in writing by the Town and the Professional.

4. PAYMENT OF SERVICES.

Professional shall submit to the Town monthly invoices for the services performed during that month, calculated based on the Task Order accepted by the Town. Town has the right to require the Professional to produce for inspection all of Professional's records, billing rates of personnel, and charges for direct expenses for which cost-plus compensation is provided to verify the accuracy of all invoices. Town shall pay Professional's invoices within thirty (30) days of receipt unless a bona fide dispute exists between Town and Professional concerning the accuracy of said invoice or the services covered thereby. Adjustments to an invoice for billing errors may extend the time for payment.

5. STANDARD OF CARE.

Professional shall be held to the same standard and shall exercise the same degree of care, skill, and judgment in the performance of services for the Town as is ordinarily provided by a similar professional under the same or similar circumstances at the time in Wake County, North Carolina (the "Standard of Care").

6. CONSULTANT AS CONSTRUCTION ADMINISTRATOR.

In the event the Town contracts with the Professional to provide construction administration services the Professional shall be responsible for determining that each construction contractor provides work to the quality level specified and in accordance with plans and specifications.

7. TIME AND COST ESTIMATES.

Professional's cost estimates and time estimates for construction, if required as part of a Task Order, shall be made on the basis of current labor and material prices and the Professional's experience and qualifications. Professional's estimates shall represent its best judgment as an experienced and qualified professional familiar with water and sewer utility projects, or other

projects for which Professional is employed. Although Professional has no control over the resources provided by construction contractors to meet contract schedules, Professional's estimates or forecast of schedules shall be made on the basis of its experience and qualifications and shall represent Professional's best judgment as an experienced and qualified professional familiar with water and sewer utility projects.

8. INDEMNIFICATION.

To the extent permitted by law, the Professional agrees to 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 to the extent resulting from the negligence of the Professional.

9. APPLICABILITY OF LAWS AND REGULATIONS.

The Professional shall adhere to all laws, ordinances, and regulations of the United States, the State of North Carolina, the County of Wake, and the Town of Apex in the performance of the services outlined in this contract and any attached specifications. The Parties agree that this Agreement shall be governed and construed in accordance with the laws of the State of North Carolina and all disputes hereunder shall be resolved in accordance with the laws of the State of North Carolina.

10. E-VERIFY COMPLIANCE.

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

11. QUALITY AND WORKMANSHIP.

All work shall be performed to the reasonable and good faith satisfaction of the Town. The work shall not be considered complete nor applicable payments rendered until the Town is satisfied with the services provided. Professional shall provide services in accordance with all applicable federal, state and local law and in accordance with all governing agency regulations and shall be held to the Standard of Care.

12. INSURANCE.

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

13. DEFAULT.

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

14. TERMINATION FOR CONVENIENCE.

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

-This Area Left Blank Intentionally-

15. NOTICE.

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

TO PROFESSIONAL: Terracon Consultants, Inc.
Attn: Michael T. Jordan
2401 Brentwood Rd.
Raleigh, NC 27604

TO TOWN: Town of Apex
Attention: Marty Stone, Assistant Town Manager
PO Box 250
Apex, NC 27502

16. DELAY BEYOND THE CONTROL OF THE PARTIES.

Neither Professional nor Town 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 fire, acts of God, flood, earthquakes, storms, lightning, epidemic, war, riot, and/or civil disobedience.

17. NONWAIVER FOR BREACH.

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

18. CONSTRUCTION.

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

19. NO REPRESENTATIONS.

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

20. SEVERABILITY.

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

21. COUNTERPARTS.

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

22. MODIFICATION.

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

23. BINDING EFFECT.

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

24. ASSIGNMENT.

Professional 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 Professional from employing such independent consultants, associates, and sub-contractors as it may deem appropriate to assist Professional in the performance of services rendered.

25. INDEPENDENT CONTRACTOR.

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

26. NON-APPROPRIATION.

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

27. IRAN DIVESTMENT ACT

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 Professional hereby certifies that the Professional is not listed on the Final Divestment List created by the North Carolina State Treasurer and that the Professional will not utilize any subcontractors found on the Final Divestment List.

28. NO THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Town or Contractor.

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals this _____day of_____, 2021.

~~**Professional**~~ **Terracon Consultants, Inc.**

Name: Donald J. Vrana
Name ~~of Professional~~ (type or print)

By: Vrana, Donald J. Digitally signed by Vrana, Donald J. DN: cn=Vrana, Donald J., ou=Legal Hold Users, email=Don.Vrana@terracon.com Date: 2021.09.10 11:42:54 -05'00'
(Signature)

Title: Executive Vice President/T

Attest: Michael J. Y
(Secretary, if a corporation)

TERRACON CONSULTANTS, INC. CORPORATE SEAL 2003 DELAWARE

Town of Apex

Catherine Crosby, Town Manager

Attest:

Town Clerk

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

Finance Director

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: September 28,2021

Item Details

Presenter(s): Megan Pendell, Sustainability Coordinator

Department(s): Water Resources

Requested Motion

Motion to appoint Greg Reger as a new member on the Environmental Advisory Board (EAB).

Approval Recommended?

Yes

Item Details

A new member is set to replace the vacant membership seat of Sai Pranathi Sana. Mayor Gilbert recommends Greg Reger for the new membership and membership service would begin on September 28, 2021 and conclude on December 31, 2023.

Attachments

- Cognito Interest Form – Greg Reger

Applications are held by the Town Clerk until such time that a vacancy occurs. Please note, your completed form is subject to public inspection upon request.

Learn more about each of the committees listed below.

I'm interested in serving on...

- ○ Bee City Committee
- ○ Board of Adjustment
- ⊙ Environmental Advisory Board
- ○ Parks & Recreation Advisory Commission
- ○ Planning Board
- ○ Public Art Committee
- ○ Transit Advisory Committee
- ○ Tree Citizen Advisory Panel

How did you hear about this opportunity to serve?

☐ Friend / Neighbor ☑ Town Website ☐ Facebook ☐ Nextdoor ☐ Twitter

☐

Candidate Contact Information

Legal Name

Gregory (First) | J (MI) | Reger (Last)

Preferred First Name

Greg

(if different from Legal first name)

Address

[redacted]

Address Line 1

Apex (City) | North Carolina (State) | 27523 (Zip Code)

Do you live within the Apex town limits?

⊙ Yes ○ No

Email

[redacted]

Mobile Phone

[redacted]

Alternate Phone (work/home)

Background Information

Current Employer

City of Raleigh

Current Job Title

Sr Strategic Planning and Performance Analyst

Tell us why you would like to serve?

I am passionate about smart, equitable, sustainable growth that promotes a walkable, just, affordable, and resilient city for all. I have fond memories walking to bookstores, restaurants, and parks in the suburb I grew up in. Planned, dense, and walkable communities help reduce vehicle emissions, promote camaraderie, enable affordable housing, and allow more open space and trees to be enjoyed by more people. I want to ensure that Apex's policies are inclusive, progressive, and impactful.

Please list any education, special skills, or experience you have that would be useful while considering this form.

I have a master's degree in public policy/administration and am a LEED AP.

In previous job positions, I worked for a non-profit in Chicago conducting residential energy efficiency audits for low-income households, and a municipal electric utility (City of Hamilton, OH), so I have experience with supply-side and demand-side electric needs.

I currently support internal efforts by the City of Raleigh to promote environmental stewardship while sustainably managing growth. I work with departments such as City Planning, Parks & Recreation, Development Services, and Public Utilities, so I can bring a unique perspective of how to most effectively bring about change and who might be best engaged.

I'm currently trying to work with the developer of my neighborhood to increase landscaping around a proposed childcare facility to provide shade over the playground.

If you now serve, or have previously served on any town boards, commissions or committees, please list the committees and dates served.

Have not previously served or currently served

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: September 28, 2021

Item Details

Presenter(s): Michael Deaton, PE, Director

Department(s): Water Resources

Requested Motion

Motion to approve an ILA with Holly Springs for water supply mutual aid.

Approval Recommended?

Yes

Item Details

This request is to approve an Interlocal Agreement (ILA) with the town of Holly Springs for Water Supply Mutual Aid, and authorization for the Town Manager to execute the same. This will allow the towns of Apex and Holly Springs to assist each other on a short term, as-needed basis in meeting water supply needs in the event of an unanticipated water shortage.

Attachments

Interlocal Agreement between Holly Springs and Apex for Water Supply Mutual Aid

COUNTY OF WAKE

STATE OF NORTH CAROLINA

INTERLOCAL AGREEMENT BETWEEN HOLLY SPRINGS AND APEX FOR WATER SUPPLY MUTUAL AID

This Interlocal Agreement for Water Supply Mutual Aid ("Agreement") between the Town of Apex ("Apex") and the Town of Holly Springs ("Holly Springs"), both being North Carolina municipal corporations. Apex and Holly Springs are sometimes referred to individually as "Party" and jointly as "Parties."

RECITALS

WHEREAS the municipal water distribution systems owned and operated by Apex and Holly Springs are located in close proximity to each other; and

WHEREAS, it is in the interest of the water customers of Apex and Holly Springs to have interconnections between the water systems, and agreements in place providing for emergency water supply and Apex and Holly Springs have entered into such agreements with other governmental units; and

WHEREAS, Apex and Holly Springs have an existing emergency water supply interconnection site via an existing vault located along Williams Street south of Sunset Lake Road; and

WHEREAS, this Agreement is authorized by NCGS §§ 160A-318, 160A-322, and 160A-460 *et.seq*.

NOW THEREFORE, for and in consideration of the recitals and the mutual promises and covenants contained in this Agreement, the Parties agree as follows:

1. **Incorporation of Recitals and Purpose**. The Recitals are true and are incorporated into this Agreement. The purpose of this Agreement are as follows:
    a. Apex and Holly Springs intend to assist each other on a short term, as-needed basis in meeting the water needs of their citizens and other local governments in the event of an unanticipated water shortage. The Agreement is for mutual aid purposes; that is, it does not provide a guaranteed permanent water supply capacity for either party.
    b. The Agreement is also intended to define areas in which the other municipality will not offer water or sewer service; and provides for other related matters.

2. **Definitions.** The following definitions apply to this Agreement except where the context does not allow:

Term or expression	*Meaning or usage*
"Boundary Line"	This is defined in section 4 and depicted in Exhibits 1 and 2

"Buyer"	The Unit that is buying water.
"Conveyor"	The entity that is conveying water from the Seller to the Buyer, in instances when movement of water through a party that is neither the Seller nor Buyer is required.
"Customers"	Retail customers and wholesale water customers.
"Deficient Quantity"	Refers to supplying less water than requested or required by the Buyer.
"Designated Representative"	The individual named in writing from time to time by a Unit to carry out functions specified in this Agreement. A Unit may name more than one Designated Representative with authority to so act.
"Facilities"	Equipment, fixtures, and structures for the transmission of water, including lines, mains, meters, pumps, and valves.
"person"	Includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities.
"Seller"	The Unit providing water.
"Service Area"	This is defined in section 4 and depicted in Exhibit 1
"sewer"	Sanitary sewer.
"Unit"	Apex or Holly Springs.
"water"	Potable water.
"Water Shortage"	Any period of time when either Unit has reached one or more triggers for action as defined in that Unit's Water Shortage Response Plan.

3. **Effective Date; Duration and Term**. This Agreement shall become effective ("Effective Date") upon the date it is properly authorized and executed by the last of Apex and Holly Springs. The initial term of this Agreement shall be for twenty-five (25) years from the Effective Date. This Agreement shall thereafter automatically renew for up to five (5) additional one-year terms unless either party gives notice of termination to the other party at least ninety (90) days before the end of the then current term. The Parties may extend the term of this Agreement to the extent lawfully permitted by a separate written instrument executed by both Parties.

4. **Boundary Line; Service Area**.

   a. The boundary between the two parties water service areas is known as the Boundary Line as shown on Exhibit 1.
   b. Except to the extent provided by Section 7 (which provides for a limited exception to service restrictions) Apex agrees not to supply water or sewer service to any place in Holly Spring's Service Area, and Holly Springs agrees not to supply water or sewer service to any place in Apex's Service Area. If the boundary line splits land that has a single parcel identifying number (PIN), but not all the buildings are in one Unit's Service Area, the managers of the Units shall agree in writing on which of the Units shall not supply water service and/or sewer service to the buildings and the parcel. The Holly

Springs town manager has authority to make such agreements on behalf of Holly Springs, and the Apex town manager has authority to make such agreements on behalf of Apex.

5. Request to Buy Water

a. When either Unit desires to buy water from the other Unit, the Buyer shall, through its Designated Representative, notify the Seller of the amount of water it desires to buy, stated in millions of gallons per day ("Amount Requested"). The Amount Requested shall not exceed either (i) the amount of water that can be supplied by the Seller, or (ii) the amount of water that can be passed through the interconnection infrastructure. The notification may be oral but shall be followed up promptly with a written verification pursuant to section 19 (Notice).

b. The Seller shall use its best efforts to supply the Amount Requested; provided, however, the Seller's ability to provide water to Seller's Customers shall not be compromised, nor shall Seller be obligated to furnish such an amount of water to Buyer such that unsatisfactory pressure, pressure fluctuation, or other hydraulic conditions are created for Seller or Seller's Customers. Further, when Apex is the Seller, nothing in this Agreement is intended to or shall require Apex to violate any provisions of the Cary-Apex Interlocal Agreement, including but not limited to provisions regarding Cary's rights and ability to receive water from the Cary/Apex Water Treatment Facility. The determination of the availability or maximum quantity of water available to be furnished to the Buyer shall be within the sole discretion of the Seller. Section 13 (Right to Suspend or Reduce Supply of Water) addresses the right of the Seller to supply less than the Amount Requested.

c. The water may be supplied by direct interconnection between the Units' systems, or if agreed to by the Units, by or through one or more third party Conveyors. In the latter case, the Units recognize that appropriate agreements with the appropriate third party(s) will be needed.

d. The Buyer shall pay the Seller for the water that is supplied. Section 10 (Water Charges and Billing) addresses payment matters.

e. Neither Unit has any obligation to supply or convey water to the other if so doing could cause exceedance of the Seller's maximum interbasin transfer allowance, whether such maximum is specified in a certificate issued under NCGS 143-215.22L by the Environmental Management Commission (or any successor to the Commission), or specified by applicable statute to have the effect of such a certificate.

6. Request to Convey Water.

a. When a Unit (the "Requesting Unit"), through its Designated Representative, sends a notice to the other Unit pursuant to Section 19 (Notice) requesting that the other Unit act as a Conveyor (the "Conveyor Unit"), the latter Unit shall act as Conveyor subject to the other terms in this section and other applicable provisions of this Agreement. The Requesting Unit may be the Seller of the water to a third party or it may be the Buyer of the water from a third party. There may be one or more additional Conveyors for any of these transactions. For instance, in one transaction, Apex may be the Seller, Holly Springs and two other third parties may be Conveyors, and another third party may be the Buyer.

b. This Agreement does not require the Conveyor Unit to spend money or use other resources of the Unit to make connections or otherwise change its Facilities to accommodate any interconnection to facilitate the transmission.
c. If water is supplied to a Conveyor Unit and if the Buyer/Seller Unit has stated an amount of water that it intends the Conveyor to transmit to or from a third party, it is agreed that the Conveyor Unit shall use its best efforts to transmit an amount that closely approximates the stated amount, but only if (i) the quality of the water is satisfactory, (ii) the conveyance does not negatively impact the Conveyor Unit's water service to its customers, (iii) the Buyer/Seller Unit is in compliance with the terms of its contract with the Conveyor Unit, including payment, and (iv) the Buyer/Seller Unit has the appropriate water sales agreement(s) in place with any other third party(s) participating in the sale, purchase, or conveyance of the water.
d. Nothing in this Agreement requires the Conveyor Unit to pay for the water.
e. Except to the extent that the Conveyor Unit is paid for the costs of conveying the water by a third party, the Buyer/Seller Unit shall pay the Conveyor Unit for the costs of conveying of the water, which may include pumping, valve operation, meter-reading, flushing, treatment, and administration of the transmission. Section 10 (Water Charges and Billing) addresses payment matters.

7. Installation, Ownership and Maintenance of Facilities.

a. Exhibit 2 shows interconnection points and meter locations between the Apex and Holly Springs water systems, and their ownership, all as of January 1, 2021.
b. This Agreement does not prohibit either Unit from installing Facilities within the Service Area of the other Unit (as a limited exception to the Service Area restrictions in section 4) for the purpose of providing water and/or sewer service to the installing Unit's customers. These Facilities shall not be used to serve customers located within the other Unit's Service Area, except by written agreement between Apex and Holly Springs. The installing Unit shall receive the written approval of the Unit that has jurisdiction over the area prior to any installation, and such approval shall not be unreasonably withheld. The Holly Springs town manager has authority to make such agreements on behalf of Holly Springs, and the Apex town manager has authority to make such agreements on behalf of Apex. Such written agreements are intended solely to allow for extremely limited Service or temporary service and shall not be construed or implied to alter the Boundary Line, which may be altered only pursuant to written agreement as allowed by other provisions of this Agreement. The Facilities installed pursuant to this section are subject to subsection (d) below.
c. Holly Springs shall own and be responsible for the operation and maintenance of all Facilities located on the Holly Springs side of the interconnection points shown in Exhibit 2. Apex shall own and be responsible for the operation and maintenance of all Facilities located on the Apex side of the interconnection points shown in Exhibit 2. See subsection (b) and other subsections of this section for exceptions.
d. It is agreed that Apex or Holly Springs may build, in the other Unit's system, Facilities that facilitate the transfer of water to the building Unit's water system, but only if those Facilities are first approved by the other Unit and are built according to specifications required for the system where those Facilities are constructed. Holly Springs and Apex shall agree as to installation, ownership and maintenance of any future interconnection

Facilities, including meters. The Holly Springs town manager has authority to make such agreements on behalf of Holly Springs, and the Apex town manager has authority to make such agreements on behalf of Apex, provided that the agreements shall make the decision as to installation, ownership and maintenance so as to allow for economical and efficient operation of the interconnection Facilities.

8. **Installation of Other Facilities.**
   - **a.** When either Unit installs Facilities that are meant to facilitate interconnection, it may, by entering into an agreement pursuant to Section 7 (d), build parallel Facilities for the other Unit to facilitate efficiency in construction. The details of cost and payment for any such additional Facilities shall be included in such agreement.

9. **Water Use Restrictions**. During any time that a Unit has water use restrictions in effect and is supplying water as Seller to the other Unit as Buyer pursuant to this Agreement, the Seller may request that the Buyer impose water use restrictions at least equal to those being imposed by the Seller, or at least equal to those that would be imposed by the Seller if the Buyer's Service Area were undergoing water shortage conditions similar to those in the Seller's Service Area. If Buyer does not comply with such request, the Seller may withhold some or all of the Amount Requested until such restrictions are placed into effect. The water use restrictions referred to in this section include year-round water conservation measures as well as voluntary or mandatory water use restrictions implemented during a water shortage.

10. **Water Charges and Billing.**

   - **a.** Rate. Each Unit's Base Rate shall be defined as the base or lowest tier single-family residential rate for locations within the Unit's corporate limits in effect at the time the water service is furnished. If a Unit changes its rate structure so that it no longer has a rate that is a base or lowest tier single-family residential rate, the lowest rate that is applied to most residential households in the Unit's corporate limits will be deemed to be its base single-family residential rate. For purposes of that determination, a household is the person being billed for water.
     - **i.** The price that either Unit as Buyer shall pay the other Unit as Seller shall be the Seller's Base Rate.
     - **ii.** The price that either Unit as Buyer/Seller shall pay the other Unit as Conveyor shall be 5 percent of the Conveyor's Base Rate.
   - **b.** Billing when one Unit is Buyer and the other Unit is Seller.
     - **i.** The Net Balance is defined as the net amount of water, in gallons, on the last day of the month, supplied from one Unit to the other under this Agreement since the last invoice was paid by either Unit. Purchases and sales shall be offset against each other in order to calculate the Net Balance. A Unit is a "debtor" when it has a positive Net Balance of purchased water from the other Unit. A Unit is the Invoicing Unit when it has a positive Net Balance of sold water to the other Unit.
     - **ii.** The Invoicing Unit shall have the option to request water from the Unit that is the debtor in order to reduce the Net Balance, instead of invoicing the Unit that is the debtor, unless the Net Balance would result in an invoice that is greater than $300,000 or the invoice is for the period ending June 30. Such request for water

will be made in writing by the Invoicing Unit and agreed to in writing by the debtor Unit and shall not be subject to subsection (d).

iii. If the Invoicing Unit elects to invoice the debtor Unit, the invoice will be based on the Net Balance of water transferred pursuant to this Agreement, and the debtor Unit will be the Invoiced Unit.

c. Billing when one Unit is Buyer or Seller and the other Unit is Conveyor. The Buyer/Seller Unit is the Invoiced Unit and the Conveyor Unit is the Invoicing Unit.

d. Payment. The Invoiced Unit shall pay the Invoicing Unit pursuant to this Agreement. The Invoicing Unit shall invoice on a monthly basis, except as provided in subsection (b) above. The Invoicing Unit shall add a late payment fee of one (0.75%) percent per month to the amount due for any payment made more than 30 days after the billing date.

11. Intermittent Water Sales. Apex and Holly Springs recognize that, from time to time, because of changes in operation, installation of Facilities, emergencies, or problems, each Unit may need to buy water, even though the Unit is acting expeditiously to take care of the situation. Under these circumstances, the Holly Springs town manager has authority to make agreements to sell or to buy water on behalf of Holly Springs, and the Apex town manager has authority to make agreements to sell or to buy water on behalf of Apex. The authority of the respective managers to make those agreements applies only to the extent that the manager of the Buyer Unit finds that the circumstances described in the first sentence of this section apply. No such agreement may authorize the furnishing of water for a period greater than one year.

12. Determination of Quantity Supplied. The amount of water a Unit as Seller supplies to a Unit as Buyer for which the Buyer shall pay the Seller shall be measured by the Seller's meter located at or near the interconnection point between the Seller and Buyer's systems. The Seller shall quantify the amount of water supplied to the buyer using their respective SCADA system. When one Unit acts as Buyer or Seller and the other Unit acts as Conveyor, the Buyer/Seller Unit is responsible for making sure the daily quantity of water conveyed is reported to the Conveyor. The Conveyor Unit may also meter the amount of water conveyed and may base invoices on that amount pursuant to section 10.

13. Right to Suspend or Reduce Supply of Water.

a. A Unit acting as either Seller or Conveyor may withhold, reduce, or suspend the supply of water in the event of emergencies, water shortages, equipment problems, or other events or conditions that the Seller Unit determines reduce either the amount of water available for sale or the Seller Unit's ability to supply such water.

b. A Unit acting as Seller may suspend supplying water to the Buyer as long as the Buyer is in breach of its obligation to pay the Seller for water.

c. A Unit acting as Seller or Buyer in a transaction where the other Unit is acting as Conveyor may withhold, suspend, or terminate supplying water at any time without liability to the Unit acting as Conveyor for such suspension or termination.

d. A Unit acting as Buyer may require the Unit acting as Seller to withhold, reduce, or suspend supplying water in the event of emergencies, water shortages, equipment problems, or other events or conditions that the Buyer Unit determines reduce the amount of water needed by the Buyer or the Buyer Unit's ability to receive the water.

14. **Regulatory Compliance.**
    - **a.** Seller Unit responsible for treatment of water; Buyer Unit responsible for approvals and compliance. A Unit that sells water to the other understands that the Buyer Unit is not expected to treat the water before it is consumed by the Buyer Unit's customers. When a Unit as Seller supplies water to the other Unit as Buyer, the Seller shall secure, or cause to be secured, all necessary Federal and State approvals and shall comply with all applicable Federal and State regulations, laws, orders, statutes, ordinances, codes, and rules relating to the quality and treatment of the water.
    - **b.** Buyer Unit responsible for transfer. When a Unit as Seller supplies water to the other Unit as Buyer, the Buyer shall secure, or cause to be secured, all necessary Federal and State approvals and shall comply with all applicable Federal and State regulations, laws, orders, statutes, ordinances, codes, and rules relating to the conveyance of the water.
    - **c.** Unit as Conveyor may require assurances. When a Unit as Buyer or Seller requests the other Unit to act as Conveyor, the Conveyor Unit may require the requesting Unit or the third party Seller or Buyer to secure, or cause to be secured, all necessary Federal and State approvals and to comply with all applicable Federal and State regulations, laws, orders, statutes, ordinances, codes, and rules relating to the transfer of the water. If the prospective Conveyor Unit does not obtain assurances relating to the preceding sentences in this subsection (c) that it finds to be satisfactory, it may refuse to act as Conveyor.

15. **Cary-Apex Interlocal Agreement.** Apex represents that the Town of Cary ("Cary") is a tenant-in-common with Apex in the Cary/Apex Water Treatment Facility upon terms set forth in an interlocal agreement between Cary and Apex dated July 1, 2017("Cary-Apex Interlocal Agreement"), which addresses the ownership, operation and maintenance of the Cary-Apex Water Treatment Plant and the Cary-Apex Interlocal Agreement provides that Cary must be notified before Apex may sell water to another Party. Nothing in this Agreement is intended to or shall require Apex to violate any provisions of the Cary-Apex Interlocal Agreement, including provisions regarding Cary's rights and ability to receive water from the Cary/Apex Water Treatment Facility.

16. **Appointment of Personnel.** The Holly Springs Town Manager shall designate persons to carry out Holly Springs' obligations under this Agreement. The Apex Town Manager shall designate persons to carry out Apex's obligations under this Agreement.

17. **Termination.** This Agreement may be terminated by written agreement of both Units. Either Unit may terminate this Agreement because of substantial breach of this Agreement by the other Unit, provided that the terminating Unit has given 90 days' written notice to the breaching Unit and the breaching Unit has not cured the breach during that period. Either Unit may terminate this Agreement without cause provided that the terminating Unit has given 180 days' written notice to the other Unit. This section does not limit the Parties' rights to enforce this Agreement through any other action or remedy. Whether this Agreement terminates as provided in section 3 or earlier, it is agreed that on termination, all obligations that are still executory on both sides are discharged but any right based on prior breach or performance survives.

18. **Breach and Default.** In the event of breach of this Agreement, the Parties shall be entitled to such legal or equitable remedy as may be available, including specific performance.

19. **Notices.** Unless otherwise provided, all notices provided for herein shall be in writing and shall be sent properly addressed by first class mail and electronic mail to the parties at the addresses shown below:

    Town of Apex
    PO Box 250
    Apex, North Carolina 27502-250
    Attention: Town Manager

    With copies to the Water Resources Director

    Town of Holly Springs
    P.O. Box 8
    Holly Springs, NC 27540
    Attention: Town Manager

    With copies to the Engineering Director

    All notices shall be effective three (3) days after having been deposited, properly addressed and postage prepaid, in the US Postal Service. Any party hereto may change the person to whom or the address to which notices should be provided by giving written notice to the other parties of the change.

20. **Entire Agreement/Amendments.** This Agreement constitutes the entire agreement between the Parties with respect to its general subject matter. This Agreement may not be changed except in writing signed by all the parties.

21. **Representations and Warranties.** The Parties each represent, covenant and warrant for the other's benefit as follows:

    (a) Each Party has all necessary power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement, and this Agreement has been authorized by Resolution spread upon the minutes of each Party's governing body. This Agreement is a valid and binding obligation of each Party.

    (b) Neither the execution and delivery of this Agreement, nor the fulfillment of or compliance with its terms and conditions, nor the consummation of the transactions contemplated by this Agreement, results in a breach of the terms, conditions and provisions of any agreement or instrument to which either Party is now a party or by which either is bound, or constitutes a default under any of the foregoing.

    (c) To the knowledge of each Party, there is no litigation or other court or administrative proceeding pending or threatened against such Party (or against any other person) affecting such

Party's rights to execute or deliver this Agreement or to comply with its obligations under this Agreement. Neither such Party's execution and delivery of this Agreement, nor its compliance with its obligations under this Agreement, requires the approval of any regulatory body or any other entity the approval of which has not been obtained.

22. **Dispute Resolution.** In the event of conflict or default that might arise for matters associated with this Agreement, the Parties agree to informally communicate to resolve the conflict. If any such dispute cannot be informally resolved, then such dispute, or any other matter arising under this Agreement, shall be subject to resolution in a court of competent jurisdiction. Such disputes, or any other claims, disputes or other controversies arising out of, and between the Parties shall be subject to and decided exclusively by the appropriate general court of justice of Wake County, North Carolina.

23. **No Waiver of Non-Compliance with Agreement.** No provision of this Agreement shall be deemed to have been waived by any party hereto unless such waiver shall be in writing and executed by the same formality as this Agreement. The failure of any party hereto at any time to require strict performance by the other of any provision hereof shall in no way affect the right of the other party to thereafter enforce the same. In addition, no waiver or acquiescence by a party hereto of any breach of any provision hereof by another party shall be taken to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.

24. **Governing Law.** The parties intend that this Agreement be governed by the law of the State of North Carolina. Proper venue for any action shall solely be Wake County.

25. **Assignment.** Neither Party may sell or assign any interest in or obligation under this Agreement without the prior express written consent of the other Party.

26. **Liability of Officers and Agents.** No officer, agent or employee of any party will be subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents or employees will be deemed to execute such documents in their official capacities only, and not in their individual capacities. This section will not relieve any such officer, agent or employee from the performance of any official duty provided by law.

27. **Execution in Counterparts/Electronic Version of Agreement.** This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Either Party may convert a signed original of the Agreement to an electronic record pursuant to a North Carolina Department of Natural and Cultural Resources approved procedure and process for converting paper records to electronic records for record retention purposes. Such electronic record of the Agreement shall be deemed for all purposes to be an original signed Agreement.

28. **Verification of Work Authorization.** The Parties, and all subcontractors, shall comply with Article 2, Chapter 64, of the North Carolina General Statutes.

29. **No third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.

30. Time. Time is of the essence in this Agreement and each and all of its provisions.

31. Further Assurances/Corrective Instruments; Good Faith/Due Diligence. The Parties agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the intention of this Agreement. The Parties agree to work together in good faith and with all due diligence to provide for and carry out the purpose of this Agreement.

IN TESTIMONY WHEREOF, the Town of Apex and the Town of Holly Springs, both pursuant to resolutions of their respective governing boards spread upon their minutes, have caused this Agreement to be executed and attested by their duly authorized officers and their official seals affixed, the day and year first written above.

[SEAL]

TOWN OF HOLLY SPRINGS, NORTH CAROLINA

By:_____
Randy J. Harrington, Town Manager

Date: _____

Attest:

_____
Linda C. McKinney, Town Clerk

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

_____
Antwan Morrison, Interim Finance Director
Town of Holly Springs

ACKNOWLEDGEMENT

STATE OF NORTH CAROLINA
COUNTY OF WAKE

This ____ day of _____, 2021, personally came before me, a Notary Public in and for the said County and State, _____, who, being by me duly sworn, says that she is the Town Clerk of the Town of Holly Springs, North Carolina, a municipal corporation duly organized and validly existing under the laws of the State of North Carolina and acting through its Board of Commissioners, and by authority duly given and as the act of said Town, the foregoing instrument was signed in its name by _____, as _____ of said Town, sealed with its seal, and attested by herself as the Town Clerk.

Witness my hand and official stamp or seal, this ____ day _____, 2021.

_____
[*Signature of Notary Public*]

My Commission Expires: _____

[SEAL] **TOWN OF APEX, NORTH CAROLINA**

By:_____
Catherine Crosby, Town Manager

Date: _____

Attest:

_____
Donna B. Hosch, Town Clerk

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

By:_____
Vance Holloman, Finance Officer
Town of Apex

ACKNOWLEDEMENT

STATE OF NORTH CAROLINA
COUNTY OF WAKE

This ____ day of _____, 2021, personally came before me, a Notary Public in and for the said County and State, Donna B. Hosch, who, being by me duly sworn, says that she is the Town Clerk of the Town of Apex, North Carolina, a municipal corporation duly organized and validly existing under the laws of the State of North Carolina and acting through its Board of Commissioners, and by authority duly given and as the act of said Town, the foregoing instrument was signed in its name by Catherine Crosby, as Town Manager of said Town, sealed with its seal, and attested by herself as the Town Clerk.

Witness my hand and official stamp or seal, this ____ day _____, 2021.

_____

[*Signature of Notary Public*]

My Commission Expires: _____

Holly Springs
Discover The Source.

APEX
NORTH CAROLINA

Mutual Aid Agreement with The Town of Apex Exhibit 1

Legend

- Apex Elevated Water Tanks
- Interconnection
- Elevated Water Tank
- Holly Springs Waterlines
- Apex Water Mains
- ApexServiceBoundary
- ApexLandUseBoundary
- Holly Springs Limits
- Holly Springs ETJ

Owned by Apex

Owned by Holly Springs

Owned by Cary

0 2,500 5,000 Feet

1 inch = 2,500 feet

January 2021 Update

N
W E
S

For More Information Contact:
Town of Holly Springs
Engineering Department
P.O. Box 8
Holly Springs, NC 27540
919.557.3938
www.hollyspringsnc.us

The Town expressly denies any and all responsibility for errors, if any, in the information/data or for the misuse of the information/data by the user or anyone else. The user understands that he or she should verify the accuracy of the information/data before using it.

Z:\GIS\Utilities\Town\Water\Mutual_Aid_Agreement_Map\Apex\Mutual_Aid_Agreement_Apex_Exhibit1.mxd

Holly Springs
Discover The Source.

APEX
NORTH CAROLINA

Mutual Aid Agreement with The Town of Apex Exhibit 2

Legend

- Apex Elevated Water Tanks
- Interconnections
- Elevated Water Tank
- Holly Springs Waterlines
- Apex Water Mains
- ApexServiceBoundary
- ApexLandUseBoundary
- Holly Springs Limits
- Holly Springs ETJ

0 800 1,600 Feet

1 inch = 800 feet

January 2021 Update

N
W E
S

For More Information Contact:
Town of Holly Springs
Engineering Department
P.O. Box 8
Holly Springs, NC 27540
919.557.3938
www.hollyspringsnc.us

The Town expressly denies any and all responsibility for errors, if any, in the information/data or for the misuse of the information/data by the user or anyone else. The user understands that he or she should verify the accuracy of the information/data before using it.

Z:\GIS\Utilities\Town\Water\Mutual_Aid_Agreement_Map\Apex\Mutual_Aid_Agreement_Apex_Exhibit2.mxd

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: September 28,2021

Item Details

Presenter(s): Colleen Merays, Downtown & Small Business Development Coordinator

Department(s): Economic Development

Requested Motion

Motion to close to up to 2 on-street parallel parking spaces along N. Salem Street from Center St. to Chatham St. to allow for extended outdoor seating, and to approve an ordinance temporarily modifying Town Code Sections 14-14 and 18-11 as they relate to sidewalk dining on public streets and sidewalks beginning September 30, 2021 through November 12, 2021.

Approval Recommended?

Yes

Item Details

This is the continuation of the Summer's Parking-to-Dining program. The date of November 12, 2021 was selected as the end date to allow for the Town of Apex Electric Department to install holiday decorations in time for Annual Tree lighting and Christmas Parade.

Attachments

- Modification of Ordinances for sidewalk dining
- Staff report
- Map of Parking-to-Dining Project Area

Amendments to Town Code in order to:

1. Create two (2) parking-to-dining parklets;
2. Temporarily suspend town code section 14-14;
3. Temporarily suspend town code section 18-11;
4. Temporarily close a portion of N Salem Street Downtown from September 30, 2021 – November 12, 2021.

Parking-to-Dining Program:

The Town of Apex in July 2020 established the Parking-to-Dining Program. This program allowed for the creation of temporary outdoor seating areas in public parking spaces and allowed food and beverage businesses to operate in those outdoor spaces across from their businesses. The program allowed for greater social distancing and safety for patrons. This allowed for business effected by restrictions due to COVID-19 to expand their seating and follow safety guidelines to help slow the spread of COVID-19. Additionally, with the continuation of North Carolina restrictions placed on businesses and safety concerns, the Parking-to-Dining Program returned in March 2021 and ended in August 2021.

As of June 2021, the NC Executive Order ended that allowed for on-premise ABC permitted business to include additional outdoor seating as part of their licensed premises, if the space was approved by local government. There are currently no additional North Carolina restrictions placed on businesses due to COVID-19. There are still CDC considerations for food and beverage business to help maximize protection from COVID-19 and slow the spread. Considerations from the CDC include ventilation, wearing a mask, social distancing, and clean and disinfect often.

Economic Development Staff Recommendation:

Economic Development Staff, after hearing from both residents and businesses regarding the return of Parking-to-Dining Program, conducted a survey of the businesses located within the area of the parklets (N Salem between Saunders St. and Chatham St.). Based on the responses to the survey along with the return to standard rules for on-premise ABC permit holders, we propose the return of two (2) smaller parklets. The smaller parklets will only remove two (2) parallel parking spaces and use a portion of the crosswalk apron. This recommendation takes into account both the merchant responses that asked for the Town to maximize parking leading into the holiday shopping season while also providing extra seating for outdoor dining at two (2) locations.

For the program we propose the timeframe of September 30, 2021 through November 12, 2021. After consulting with Town Public Works and the Electric Department, it was determined that this timeframe would allow the Town departments enough time to hang all the Downtown holiday decorations. Both of these departments have indicated they have no concerns with the proposed timeframe.

ORDINANCE NO. 2021-0928-34

AN ORDINANCE TEMPORARILY MODIFYING TOWN CODE SECTION 14-14 AND SECTION 18-11 AS TO A TEMPORARILY CLOSED PORTION OF SALEM STREET

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

Section 1. Under the authority of N.C.G.S Section 18B-300(c), Subsection (b) of Section 18-11 of the Apex Town Code of Ordinances is temporarily modified beginning September 29, 2021 and continuing through November 12, 2021, to read as follows with additions shown as bold underlined text and deletions as struck-through text:

Sec. 18-11. - Obstructions—Structures; vehicles.

. . .

(b) Notwithstanding the provisions of Town Code subsection 18-11(a) and section 18-12, downtown sidewalk food service tables may be placed and used on the sidewalks **and closed parking spaces** in the Central Business District of the Town of Apex as provided in this subsection 18-11(b) except when the street is temporarily closed to regular traffic for special events. A "downtown sidewalk food service table" is a table used for food service by a food service provider and located on a public sidewalk **or closed parking space** directly in front of the food service provider's place of business in the Central Business District. Downtown sidewalk food service tables are subject to the following requirements:

(1) No downtown sidewalk food service table nor any chairs or other items used in connection with one shall reduce the clear accessible travel path of the sidewalk to a width of less than 36 inches. The width of the clear accessible travel path shall be measured from the street-side edge of the concrete sidewalk perpendicularly toward the building-side edge of the concrete sidewalk.

(2) Downtown sidewalk food service tables and all chairs and other items used in connection with them shall be situated, outfitted and used in a manner that does not constitute a hazard to persons using the sidewalks.

~~(3) No person shall place, use or operate a downtown sidewalk food service table except as authorized by a site specific development plan approved by the Apex Planning Department.~~

Section 2. Under the authority of N.C.G.S Section 18B-300(c), Subsection (d) of Section 14-14 of the Apex Town Code of Ordinances is temporarily modified beginning September 29, 2021 and continuing through November 12, 2021 to read as follows with additions shown as bold underlined text:

Sec. 14-14. - Consumption and possession of open containers of malt beverages and unfortified wine prohibited on public streets and municipal property.

. . .

(d) *Exemption for downtown sidewalk food service tables*. The consumption of malt beverage and unfortified wine and the possession of an open container of the same, at a "downtown sidewalk food service table," as defined in Town Code section 18-11, shall be exempt from subsections 14-14(b) and (c) if the service of such malt beverage or unfortified wine is pursuant to a valid ABC permit and in conformity with the ABC laws. The Town of Apex grants control over the area of public sidewalk **and closed parking space** upon which a downtown sidewalk food service table is located to the adjacent food service provider to the least extent necessary for the area to qualify as part of the premises of the adjacent food service provider for the purposes of the applicable ABC permit.

The ordinance shall be effective on September 29, 2021.

Introduced by Councilmember _____

Seconded by Councilmember _____

Attest:

_____
Donna B. Hosch, MMC, NCCMC
Town Clerk

TOWN OF APEX

_____
Jacques K. Gilbert
Mayor

Approved As To Form:

_____
Laurie L. Hohe
Town Attorney

\TOA\COVID 19 Response\Modification of Ordinances for sidewalk dining during COVID 19

TOWN OF APEX
PUBLIC WORKS & TRANSPORTATION
ENGINEERING DIVISION
73 HUNTER STREET
APEX, NC 27502
919-249-3417

PROJECT REFERENCE NO.	SHEET NO.

PRELIMINARY
DO NOT USE
FOR
CONSTRUCTION

0 20 40 Feet

PROPOSED CONDITION B (2 AREAS)

September 20, 2021

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: September 28,2021

Item Details

Presenter(s): Colleen Merays, Downtown & Small Business Development Coordinator

Department(s): Economic Development

Requested Motion

Motion to approve the Co-Sponsored Special Event Permit request for Apex Rotary Christmas Parade with the approved date of Saturday, December 4, 2021.

Approval Recommended?

Yes

Item Details

Name Of Event	Event Date(s)	Event Times	Event Organizer/Sponsor
Apex Rotary Christmas Parade	Sat., Dec. 4, 2021	5PM – 7:30PM	Apex Rotary

Estimated Town Expenditures $20,152.00

This Co-Sponsored special event request totals $20,152.00 and include such services as Police, Public Works, Electric and Park, Recreation and Cultural Services. These events include closure of public streets, parking lots and use of the Town Hall campus parking as detailed in the attachment. Approval of Sponsorship is contingent upon event coordinators adhering to all rules and regulations as details in the Town of Apex Special Events Guide and Special Event Permit Application.

Attachments

- Co-Sponsored Special Event Description and Request
- Parade Route and Staging Maps

Town of Apex
2021 Cosponsored Special Event Applications

Event Name: Apex Christmas Parade

Event Organizer: Apex Rotary Club

Event Date & Time: Saturday, December 4, 2021 from 5:00 PM to 8:00 PM

Roads & Parking Closed Date & Time: Saturday, December 4, 2021 from 2:30 PM to 8:00 PM

- N. Salem from (Peakway to Williams)
- Peakway from (Laura Duncan to N. Salem)
- Hunter from (Laura Duncan to Salem)
- Ambergate Station from (Hunter to Peakway)
- Upchurch Street (Willams to Holleman)
- W. Moore St (N. Salem to Upchurch St.)

Rain Date: N/A

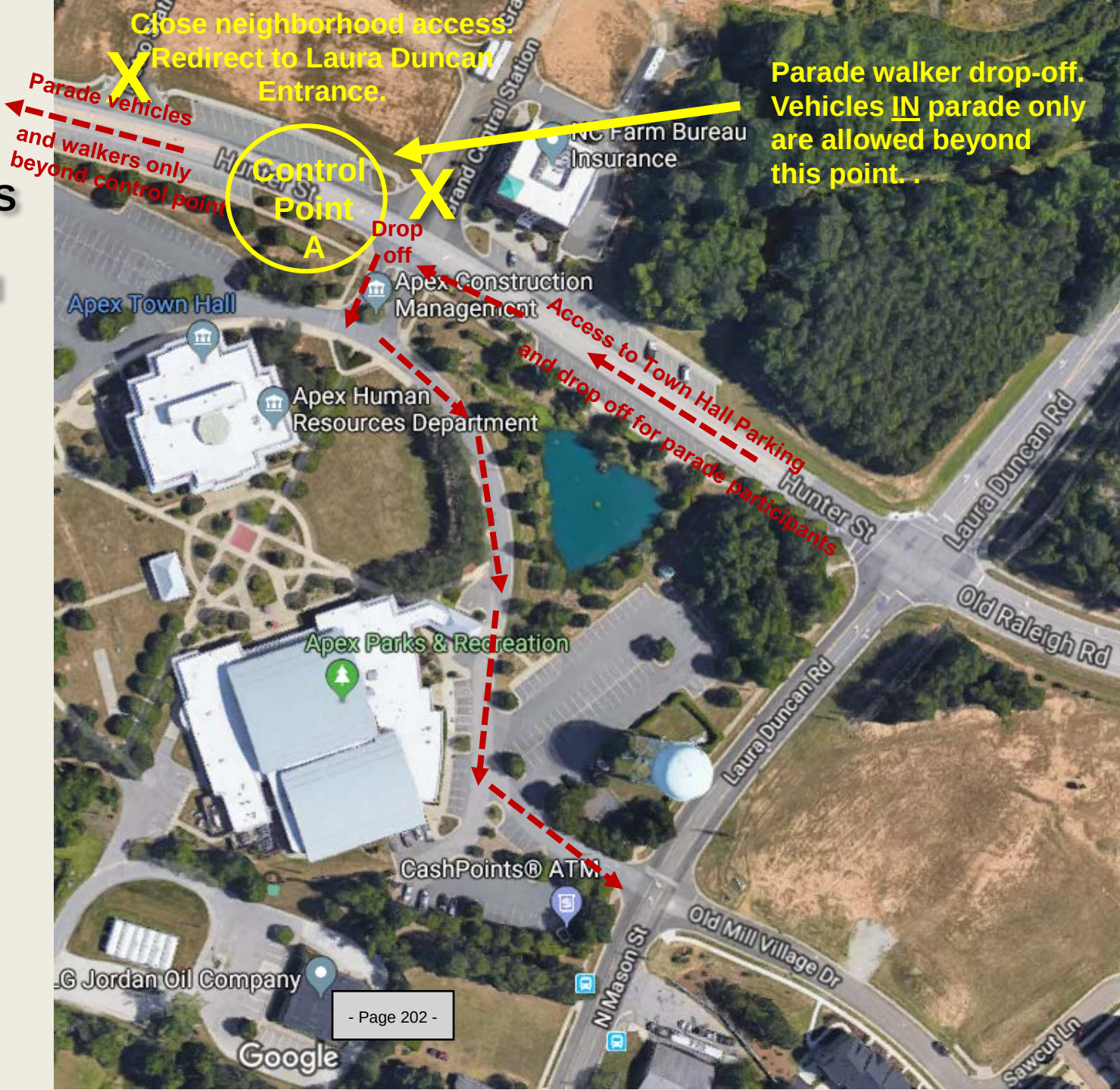
2021 Co-Sposonsorship Request: Barricades to block N. Salem St from (Hunter to Chatham) and Depot Parking Lot

2021 Estimated Town of Apex Cost: $20,152.00

Event Description: Staging on Ambergate Station and Apex Peakway. Parade proceeds down Salem St to the Public Works parking lot and disbands there.

Questions to Consider: None

Exhibit for:
STAGING & ROAD CLOSURES
Hunter Street at Old Raleigh Road (TOWN HALL)



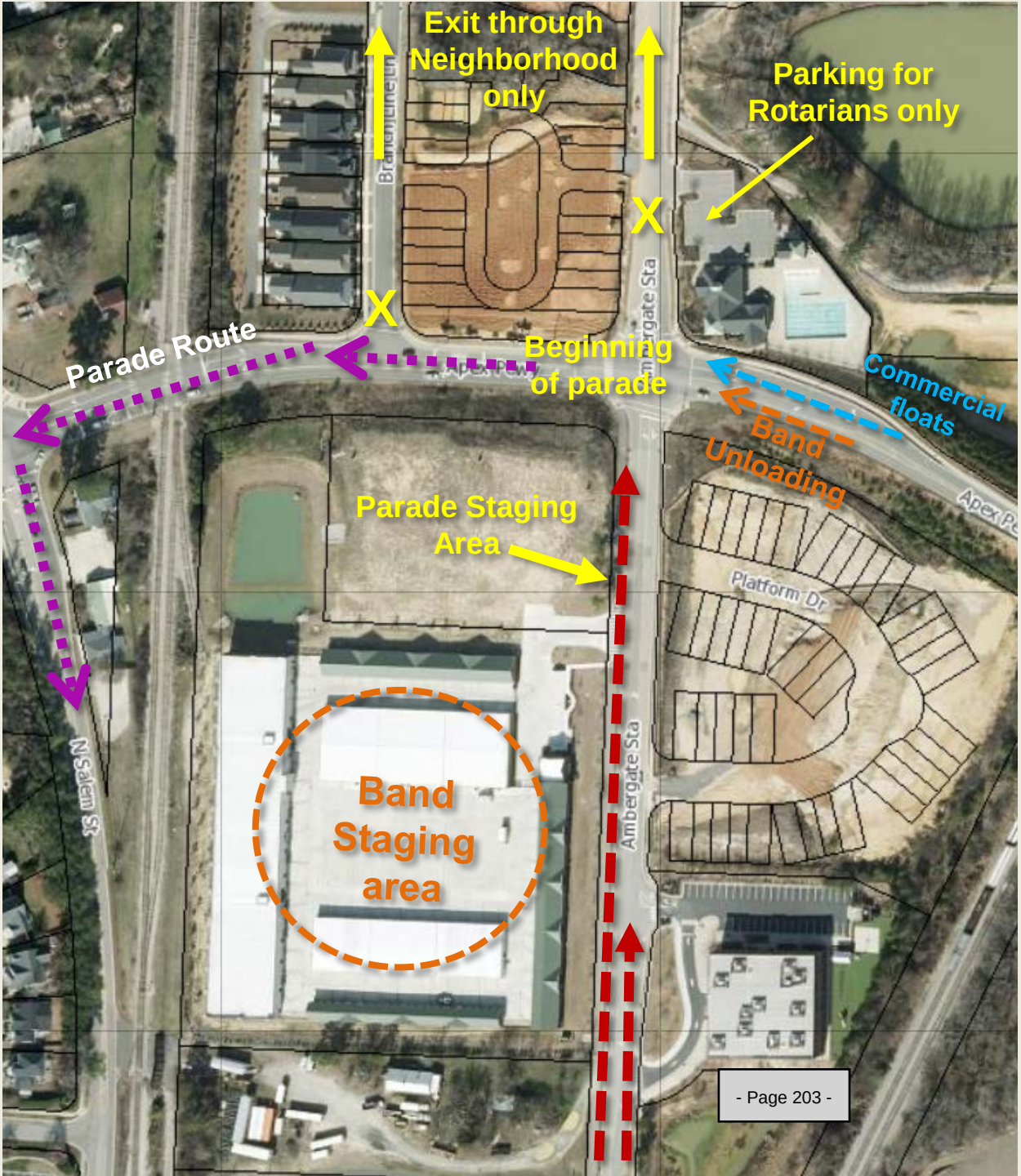
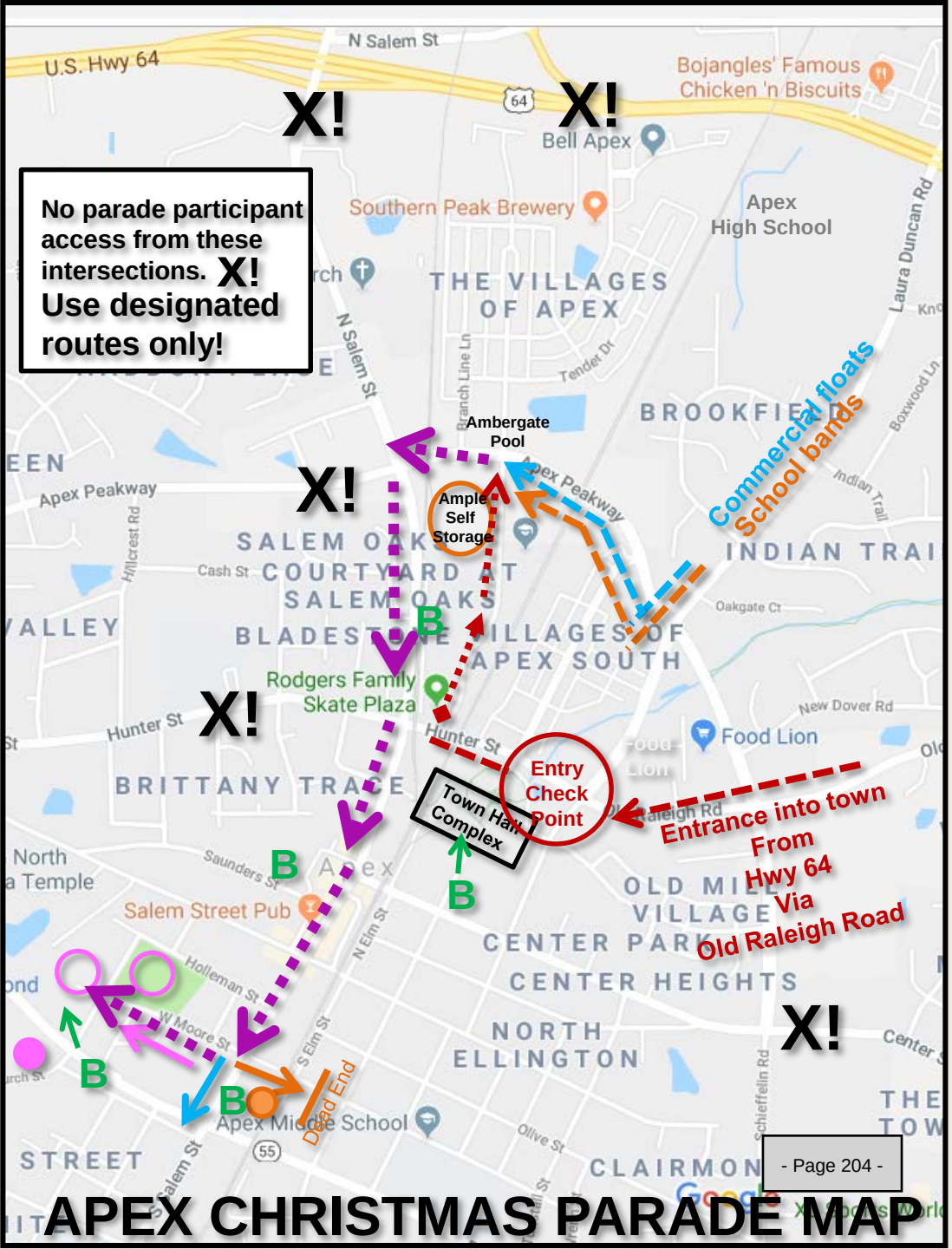


Exhibit for: STAGING & ROAD CLOSURES Apex Peakway at Ambergate Station



APEX CHRISTMAS PARADE MAP

Entry route, drop off and line up area for school bands at Ample Storage Center

Parking and drop off area for parade participants at Town Hall/Community Center complex

Line up area for walkers and homemade floats along Ambergate Station

Entry checkpoint for walkers and parade vehicles only ***(Have your parade entry # displayed on your windshield!)***

Line up area for commercial floats along Apex Peakway, disband on Salem Street just before East Williams street intersection (HWY 55). See solid blue arrow at bottom of map.

Route into Town from Old Raleigh Road for parade participants.

X! **Please use designated routes only!**

Parade Route along North Salem Street

Band Exit (Band members turn left on East Moore Street right after Holland's Jewelers)

Band Parking (315 South Salem Street office complex parking lot)

Exit for all other parade participants and floats (Exit right onto West Moore St.)

Pick up area for ALL participants (Sovereign Grace Church)

Parking areas at CC Jones Community Center and Apex Public Works

B Bathroom locations (Ballfields at Ambergate, Community Center at Town Hall, Corner of North Salem and South Saunders, Corner of Moore and Upchurch, Moore and Salem Street)

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: September 28, 2021

Item Details

Presenter(s): Colleen Merays, Downtown & Small Business Development Coordinator

Department(s): Economic Development

Requested Motion

Motion to amend the approved Co-Sponsored Event to end December 9, 2021.

Approval Recommended?

Yes

Item Details

Apex Night Market (6 PM - 9 PM) and recurs the 2nd Thursday of the month. Event started Thursday, March 11, 2021 – Thursday, December 9, 2021

Roads & Parking Closed Date & Time: Saunders Street Public Parking Lot (Paved portion across from APD - 4 PM - 10 PM)

Event Organizer: Apex Farmers' Market

Attachments

- N/A

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: September, 28, 2021

Item Details

Presenter(s): Angela Reincke, Parks Planning Project Manager

Department(s): Parks, Recreation and Cultural Resources

Requested Motion

Motion to approve and authorize the Town Manager to execute Final Conditional Letter of No Objection from Cardinal Operating Company, LLC in conjunction with Kelly West Homeowners Association for construction of the Beaver Creek Greenway PHI, PHIA and PHII.

Approval Recommended?

Yes

Item Details

In order to construct the Beaver Creek Greenway within the Kelly West neighborhood, the Town needs a temporary construction access as well as a permanent location to cross the Cardinal (Williams) Pipeline with greenway trail. The attached Final Conditional Letter of No Objection is the agreement which will allow the Town and their assigned contractor to perform the work necessary to construct and maintain the greenway trail. The attached plan sheets designate the location of both permanent and temporary construction needs for the project. Insurance requirements will be met by the selected contractor and Construction requirements will be included in the standard specifications of the project.

Attachments

- (1) KW HOA Beaver Creek Sig (Signed LONO by Kelly West HOA)
- (2) Beaver_Creek_Greenway_Sheets with Notes
- (3) Williams' Requirements for Landowners and Third-Party Construction
- (4) Encroachment Insurance Requirements – Class 2 & 3

September 16, 2021

Jeffrey W. Moore
Kimley-Horn and Associates, Inc.
421 Fayetteville Street, Suite 600
Raleigh, NC 27601
919-677-2175
Jeff.Moore@kimley-horn.com

Attn: Jeffrey Moore

RE: Encroachment of Cardinal Pipeline by Beaver Creek Greenway Extension (Phases 1, 2 & 1A), Wake County, NC (PIN: 0721778068, Cardinal LL 7-107 / 575 & PIN: 0721993089, Cardinal LL 7-107 / 576).

Mr. Moore,

This letter acknowledges the Town of Apex plans to construct the Beaver Creek Greenway Extension (Phases 1, 2 & 1A) in Wake County, NC (PIN: 0721778068, Cardinal LL 7-107 / 575 & PIN: 0721993089, Cardinal LL 7-107 / 576). Construction includes two Greenway crossings (G-2 & Y-2), which encroach upon Cardinal Pipeline's ROW. After reviewing the information submitted, Cardinal Operating Company, LLC has no objections to the construction of Beaver Creek Greenway, subject to the following conditions:

1) Prior to any construction within Cardinal's right of way, location and verification of the pipeline shall be made by Cardinal personnel. In addition, North Carolina One Call requirements shall be strictly adhered to.

2) All work scheduled within Cardinal's right of way shall be coordinated with local personnel. ***A Company inspector shall be on site prior to and during any construction-related activities performed within Cardinal's right of way.*** Normal business hours for Company personnel are 7:00 AM to 3:30 PM, Monday through Friday.

3) Verification of adequate insurance shall be provided for any party working within Cardinal's right of way and sent to 1457-250 Kelly Rd; Apex, NC 27502, and approved **prior** to construction. Cardinal Operating Company, LLC is to be named as Additional Insured on the contractor's insurance certificate. Adequate insurance is outlined in the "*Encroachment Insurance Requirements – Class 2 & 3*" attachment. Summary of adequate insurance:

   a) Worker's Comp and Employer's Liability - $500,000
   b) General Liability - $5,000,000
      NOTE: In the event an Umbrella Policy is utilized to cover any gap in coverage, it must be "follow form".
   c) Automotive Liability - $2,000,000

4) The Williams Gas Pipeline "*Requirements for Landowners and Third Party Construction*" attached to this letter shall be strictly adhered to at all times. Specifically, but not limited to:
   a) G-2 & Y-2 Greenway Crossings
      a. Constructed per *Beaver Creek Greenway Extension... / Typical Sections* (Sheet 2A-1, Typical Section 1 & 4; 08/01/2019)
      b. 5.5+ feet total cover as depicted on *Beaver Creek Greenway Extension... / Greenway*

MW

and Drainage Plans (Sheet 7; 04/08/2021 & Sheet 10; 08/01/2019). Total cover includes thickness of finished pavement/asphalt.

c. Six-inch wide plastic warning tape, McMaster-Carr No. 8288T12 (or equivalent), will be placed over Company Pipeline at sub-grade.

b) Temporary Construction Entrance & Access
   a. Silt fence and/or safety fence will be installed 10 ft. from the southern most edge of Cardinal Pipeline (25 ft. from northern most edge of ROW).
   b. Vehicle traffic and construction activity will NOT be permitted north of the silt fence and/or safety fence (over or within 10 ft. of Cardinal Pipeline).
   c. Once construction is complete, ROW will be restored to original condition and grade.
   d. No excess materials (concrete) will be disposed of within Cardinal's ROW.

c) Vibratory equipment is prohibited within the limits of Cardinal ROW. Vibratory equipment is not permitted to be used for achieving applicable compaction requirements.

d) Grade Changes within the ROW are limited to those only required for construction of Greenway crossings.

e) Temporary Erosion and Sediment Controls: Town of Apex will be responsible for installation and removal of erosion and sediment controls, and any repairs of erosion within the ROW caused by development activity. This includes temporary stream crossing(s).

f) Pipeline markers will be set in sufficient number along the ROW as deemed necessary by Company Operations personnel, so that the pipeline's location is accurately known.

5) Any future improvements, permanent or temporary, within Cardinal's ROW are subject to review and approval by Company personnel.

6) Prior to and during construction, Developer will mark limits of ROW with safety fence or approved alternative to ensure unauthorized activity does not occur within Company ROW.

7) Prior to the use of any equipment within Company right of way, information pertaining to each piece of equipment that you plan to operate within the Company right of way shall be forwarded to Division Engineer (Mike Vietor, mike.vietor@williams.com) for appropriate analysis. The information shall be forwarded a minimum of 10 business days prior to any proposed equipment use.

8) All aspects of the proposed construction shall be performed such that the safety of the Company's pipeline is paramount. In the event any contractor, subcontractor or any other party involved with the Beaver Creek Greenway construction fails to adhere to the conditions outlined in this letter or any of Company's Encroachment Specifications, Company personnel will stop all proposed work within the right of way.

9) In lieu of a recorded Consent to Use Easement Area (Encroachment Agreement) the Town of Apex and Kelly West HOA, are required to acknowledge:
   a) The improvements outlined above are located within Cardinal's right of way. Company cedes no existing or future rights to either party.
   b) Company will retain the right to cut all present and proposed driveways, highways, roads, streets, etc., and will have no responsibility for restoration, loss of use or access, or any other costs.
   c) Access to the earth above each pipeline for leak detection (flame ionization) and cathodic

MW

protection surveys must be maintained.

d) This Letter of No Objection must be signed by both parties (Town of Apex and Kelly West HOA) and in Cardinal's possession prior to any work being performed on the right of way.

Sincerely,

Mike Vietor
Williams – Engineer, Staff
4300 NC Hwy 65
Reidsville, NC 27320
336-361-3029
mike.vietor@williams.com

Enclosures (3):
Beaver_Creek_Greeway_Sheets with Notes
Requirements for Landowners and Third Party Construction
Encroachment Insurance Requirements – Class 2 & 3

cc:
Angela Reincke (Town of Apex)
Craig Setzer (Town of Apex)
Gabe Carrillo (Kelly West HOA)
Anwar Hossain
Joey Page
Chris Denny
Jim Hutchins
Cardinal Office
File: LL 7-107 / 575 & 576

AGREED AND ACCEPTED:

Town of Apex

BY: _____

TITLE: _____

DATE: _____

Kelly West HOA

BY: David Stih | Gabe Carrillo

TITLE: President | VP of Kelly West HOA Board

DATE: 9-16-2021

OWNER

Line 1

| LOC | | |

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

NAD 83/NA 2011

MANHOLE#	TOP ELEV.	INVERT IN	INVERT IN	INVERT OUT
MH12	269.79'	254.92'		254.72'
MH13	268.96'	253.66'		253.46'
MH14	271.49'	252.41'		252.21'
MH15	271.94'	265.37'	264.85'	264.78'
MH16	264.32'	264.33'		264.23'
MH17	263.73'	263.73		263.64'
MH18	276.09'	263.23'		263.15'

STORM#	TOP ELEV.	INVERT IN	INVERT OUT
CB7	271.30'	267.70'	267.06'
CB8	271.25'		267.97'

MATCH LINE -G2- STA 42+00 (SEE SHEET 6)

BEAVER CREEK FLOODWAY

BEGIN 10'-WIDE BOARDWALK *4
-G2- STA 43+39.00

S 57° 46' 05.9" W

END 10'-WIDE BOARDWALK *4
-G2- STA 43+84.00

-G2- PC Sta. 44+22.40

-G2- PRC Sta. 44+67.12

-G2- PT Sta. 45+11.84

BEGIN 10'-WIDE BOARDWALK *5
-G2- STA 45+53.00

-G2- S 57° 46' 05.9" W

40' TOWN OF APEX GREENWAY EASEMENT BM 2013 PG 833-839

30' TOWN OF APEX UTILITY EASEMENT BM 2013 PG 459

10'-WIDE CONCRETE MULTI-USE PATH

PROPOSED TEMPORARY CONSTRUCTION EASEMENT (TYP)

CLASS "1" RIP RAP
EST 17 TONS
EST 24 SY GFD

CLASS "1" RIP RAP
EST 16 TONS
EST 22 SY GFD

CLASS "1" RIP RAP
EST 18 TONS
EST 26 SY GFD

(8) KELLY WEST ASSOCIATES LLC
DB 6901PG 748

-G2- PT Sta. 43+18.32

10'-WIDE CONCRETE MULTI-USE PATH

100 YR

500 YR

-G2- PRC Sta. 42+42.08

INSTALL TRASH AND RECYCLING RECEPTACLES, DOG WASTE STATION SEE DETAIL 5/SHEET 2B-1

PROPOSED BOLLARDS SEE DETAIL 1/SHEET 2B-1

DIRECTIONAL 46" x 12" x 4" SEE STD. 200.06/ SHEET 2C-1 -Y2- STA 10+27

BEGIN 8' CONC SIDEWALK -Y2- POC Sta. 10+20.00 TIE TO EXIST SIDEWALK

-Y2- PC Sta. 10+00.00

CHAPEL VALLEY LANE

CHAPEL VALLEY LN

DRAINAGE EASEMENT NO REFERENCE FOUND

-Y2- PRC Sta. 11+71.26

RETAIN TREE

RETAIN GAS WITNESS POST

-Y2- PRC Sta. 12+53.06

RETAIN TREE

PROPOSED 20' PERMANENT EASEMENT (TYP)

PROP. METAL RAILING 7' OFFSET (TYP) SEE DETAIL 09000J6/2C-2

50' SANITARY SEWER AND PUBLIC GREENWAY EASEMENT BM 2004 PG 152

RETAIN TREE

-Y2- PT Sta. 12+93.29

-G2- POT Sta. 49+42.50 =
-Y2- POT Sta. 15+46.55
Δ = 90°

KELLY WEST ASSOCIATES LLC
DB 6901PG 748

PIPE OUTLET
SEE STD. 400.18/SHEET 2C-2/EC-4
32 LF - 15" RCP-IV
UP INV=269.31'
DN INV=269.16'

END 10'-WIDE BOARDWALK *5
-G2- STA 48+36.00

CLASS "1" RIP RAP
EST 18 TONS
EST 25 SY GFD

CLASS 'B' RIP RAP
EST 3 TONS
EST 6 SY GFD

REMOVE AND DISPOSE OF POST (INCIDENTAL TO GRADING)

DIRECTIONAL 46" x 12" x 4" SEE STD. 200.06/ SHEET 2C-1 -G2- STA 49+43

R1-2 (18" X 18" X 18") -Y2- STA 15+39

MATCH LINE -G2- Sta. 50+08.00 = -G3- Sta. 50+08.00 (SEE SHEET 8)

S 32° 13' 54.1" E

-Y2- PT Sta. 15+33.69

28 LF - 15" RCP-IV
UP INV=269.97'
PIPE OUTLET DN INV=269.47'
SEE STD. 400.18/SHEET 2C-2/EC-4

CLASS 'B' RIP RAP
EST 3 TONS
EST 6 SY GFD

-Y2- PRC Sta. 14+83.95

RETAIN TREE

-Y2- PC Sta. 14+32.96

S 33° 25' 36.7" E

-Y2- PT Sta. 13+96.67

PROP. METAL RAILING 7' OFFSET (TYP) SEE DETAIL 09000J6/2C-2

-Y2- PC Sta. 13+49.54

S 56° 34' 23.3" W

(9) KELLY WEST HOMEOWNERS ASSOC INC DB 9441PG 1616

(10) TOWN OF APEX DB 9874 PG 2380

APPROXIMATE LOCATION 50' CARDINAL OPERATING COMPANY "AS-LINE" DB 8200 PG 2397 NOT FOUND

GRADE TO REMAIN

RETAIN TREE

RETAIN TREE

RETAIN TREE

RETAIN TREE

-Y2-

PI Sta 10+85.84	PI Sta 12+21.85
Δ = 9° 48' 44.9" (LT)	Δ = 85° 12' 47.6" (RT)
D = 5° 43' 46.5"	D = 104° 10' 26.9"
L = 171.26'	L = 81.80'
T = 85.84'	T = 50.59'
R = 1,000.00'	R = 55.00'

-Y2-

PI Sta 12+73.97	PI Sta 13+79.54
Δ = 38° 25' 16.3" (LT)	Δ = 90° 00' 00.0" (LT)
D = 95° 29' 34.7"	D = 190° 59' 09.4"
L = 40.23'	L = 47.12'
T = 20.91'	T = 30.00'
R = 60.00'	R = 30.00'

-Y2-

PI Sta 14+60.11	PI Sta 15+10.35
Δ = 48° 41' 47.1" (RT)	Δ = 47° 30' 04.4" (LT)
D = 95° 29' 34.7"	D = 95° 29' 34.7"
L = 50.99'	L = 49.74'
T = 27.15'	T = 26.40'
R = 60.00'	R = 60.00'

-G2-

PI Sta 42+80.67	PI Sta 44+44.76	PI Sta 44+89.48	PI Sta 50+55.44
Δ = 21° 50' 28.2" (RT)	Δ = 1° 16' 52.3" (LT)	Δ = 1° 16' 52.3" (RT)	Δ = 7° 41' 42.4" (LT)
D = 28° 38' 52.4"	D = 2° 51' 53.2"	D = 2° 51' 53.2"	D = 14° 19' 26.2"
L = 76.24'	L = 44.72'	L = 44.72'	L = 53.72'
T = 38.59'	T = 22.36'	T = 22.36'	T = 26.90'
R = 200.00'	R = 2,000.00'	R = 2,000.00'	R = 400.00'

PHASE 1

SEE SHEET 10 FOR -Y2- PROFILE

BEGIN BOARDWALK *4
-G2- STA 43+39.00
ELEV = 269.89'

END BOARDWALK *4
-G2- STA 43+84.00
ELEV = 269.89'

BEGIN BOARDWALK *5
-G2- STA 45+53.00
ELEV = 269.75'

END BOARDWALK *5
-G2- STA 48+36.00
ELEV = 271.88'

-G2- STA 49+42.50 =
-Y2- STA 15+46.55
ELEV = 271.47'

-G2- STA 50+08.00 =
-G3- STA 50+08.00
ELEV = 270.18'

PI = 42+67.00
EL = 268.45'
VC = 80'

LOW POINT
STA = 42+43.07
EL = 268.61'

PI = 44+72.00
EL = 268.13'
VC = 100'

LOW POINT
STA = 44+72.00
EL = 268.63'

PI = 45+83.00
EL = 270.20'

PI = 47+24.00
EL = 270.20'

PROPOSED GRADE

PI = 49+06.00
EL = 272.23'
VC = 100'

(-)0.5000%
(+)2.0000%
(+)0.0000%
(-)2.0000%
(+)2.0000%
(+)1.5000%
(+)0.0000%
(+)1.5000%
(+)0.5000%
(-)2.0098%

15'
10' TYP
10' TYP
11'
11'
7'
14'
5.5+ ft.

EXISTING GROUND

PROPOSED 15" CROSS PIPE

Approximate location of 24" Cardinal Pipeline. Existing Cover 5.5+ ft.

50.0 ft

-G2-

282 278 274 270 266 262 258

42 43 44 45 46 47 48 49 50 51

The signatures affixed below certify that this sheet has been reviewed and approved solely per the certifications signed on the cover sheet of these construction plans.

PW – Engineering	Date	WR – Stormwater	Date
PW – Transportation	Date	Planning	Date
Building Inspections	Date	Planning – Transportation	Date
WR – Utility Engineering	Date	Fire	Date
Electric	Date	Parks, Recreation & Cultural Res	Date
WR - S & E	Date		

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4/8/2021

REV. No.:	REVISION:	DATE:	DRAWN BY:	CHECKED BY:

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PHONE: (919) 677-2000

GREENWAY AND DRAINAGE PLANS

NORTH CAROLINA PROFESSIONAL SEAL 024436 ENGINEER JEFFREY W. HOOKS

HORIZ 20 0 40

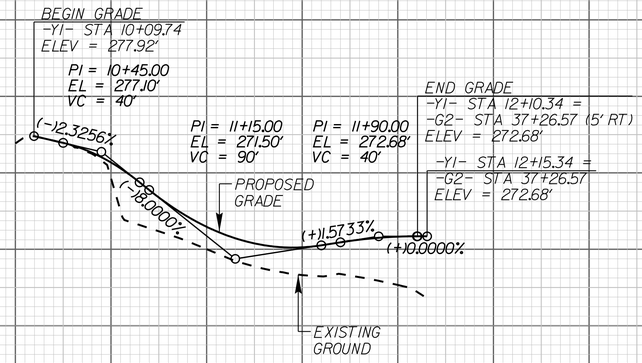
VERT 2 0 4

PROJECT:
BEAVER CREEK GREENWAY EXTENSION
PHASES 1, 2 & 1A

JOB NUMBER: EB-6021

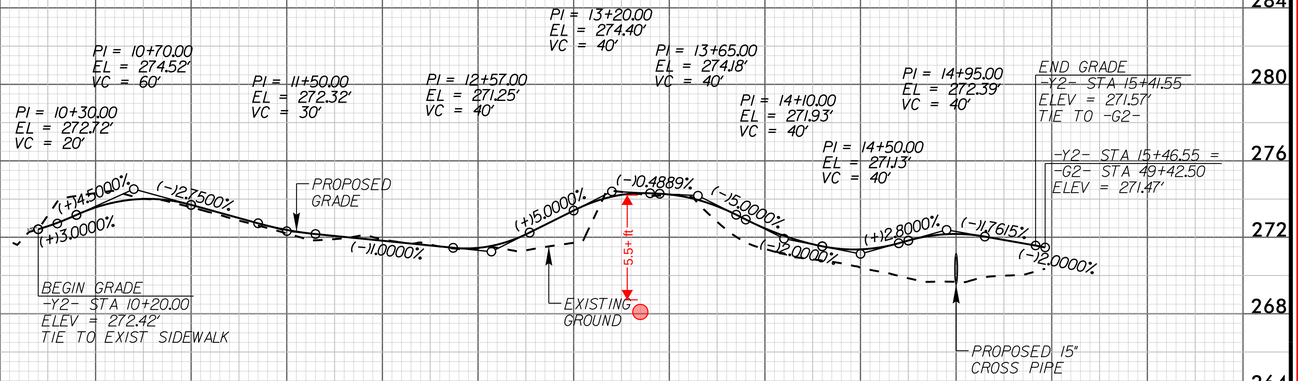
SHEET NUMBER: 7

Second Greenway Crossing



SEE SHEET 6 FOR -Y1- PLAN

PHASE 1



SEE SHEET 7 FOR -Y2- PLAN

PHASE 1

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PW – Engineering	Date	WR – Stormwater	Date
PW – Transportation	Date	Planning	Date
Building Inspections	Date	Planning – Transportation	Date
WR – Utility Engineering	Date	Fire	Date
Electric	Date	Parks, Recreation & Cultural Res	Date
WR - S & E	Date		

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8/1/2019

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GREENWAY AND DRAINAGE PLANS

HORIZ 20 0 40

VERT 2 0 4

PROJECT:
BEAVER CREEK GREENWAY EXTENSION
PHASES 1, 2 & 1A

JOB NUMBER: EB-6021

SHEET NUMBER: 10

COMBINED CLEARING AND FINAL PHASES FOR CONSTRUCTION SHEET 7

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

The signatures affixed below certify that this sheet has been reviewed and approved solely per the certifications signed on the cover sheet of these construction plans.

PW – Engineering	Date	WR – Stormwater	Date
PW – Transportation	Date	Planning	Date
Building Inspections	Date	Planning – Transportation	Date
WR – Utility Engineering	Date	Fire	Date
Electric	Date	Parks, Recreation & Cultural Res	Date
WR - S & E	Date		

LEGEND

DISTURBED AREA		FILTER SACK INLET PROTECTION/ HARDWARE CLOTH AND GRAVEL INLET PROTECTION	
CONSTRUCTION LIMIT	C F	SILT FENCE OUTLET	
TEMPORARY SILT & TREE PROTECTION FENCE		SILT FENCE J-HOOK	)
TEMPORARY CONSTRUCTION ENTRANCE		CONCRETE WASHOUT STRUCTURE	
TREE PROTECTION FENCE	— TPF —	TEMPORARY STREAM CROSSING	
TEMPORARY CHECK DAM		TEMPORARY ROCK SILT CHECK TYPE A	

MANHOLE#	TOP ELEV.	INVERT IN	INVERT IN	INVERT OUT
MH12	269.79'	254.92'		254.72'
MH13	268.96'	253.66'		253.46'
MH14	271.49'	252.41'		252.21'
MH15	271.94'	265.37'	264.85'	264.78'
MH16	264.32'	264.33'		264.23'
MH17	263.73'	263.73		263.64'
MH18	276.09'	263.23'		263.15'

STORM#	TOP ELEV.	INVERT IN	INVERT OUT
CB7	271.30'	267.70'	267.06'
CB8	271.25'		267.97'

INSTALL SILT FENCE OUTLET SEE SHEET EC-8 (TYPICAL)

USE MUD MATS TO MINIMIZE TRACKING WITHIN WETLAND SEE SHEET EC-10

INSTALL TEMPORARY SILT & TREE PROTECTION FENCE SEE SHEET EC-8 (TYPICAL)

USE MUD MATS TO MINIMIZE TRACKING WITHIN WETLAND SEE SHEET EC-10

STAGING AND STOCKPILING AREA

CLASS I RIP RAP (SEE GREENWAY PLANS, TYPICAL)

INSTALL TEMPORARY STREAM CROSSING USING 15 LF OF 15" TEMPORARY PIPE AND OUTLET STABILIZATION STRUCTURE OR WOOD BRIDGEMAT TOA STD. 400.11 SEE SHEET EC-11 NCDENR PRACTICE 6.41.1 SEE SHEET EC-10 W1 = 3.75' LA = 8' W2 = 9.25'

STREAM CROSSING TO BE REMOVED ONCE THIS SECTION OF BOARDWALK IS INSTALLED. CONTRACTOR TO UTILIZE CONSTRUCTION ENTRANCES ON EITHER SIDE OF CORRIDER FOR ACCESS.

CONTRACTOR TO REPAIR CURB AND GUTTER AND SIDEWALK IF DAMGED DURING CONSTRUCTION

INSTALL TEMPORARY GRAVEL CONSTRUCTION ENTRANCE NCDENR PRACTICE 6.06.1 SEE SHEET EC-9

CONCRETE WASHOUT STRUCTURE KEEP MIN. 50' FROM STORM DRAIN INLET SEE SHEET EC-14

TREE PROTECTION FENCE SEE SHEET EC-13 (TYPICAL)

CONTRACTOR TO PLACE TEMPORARY SILT FENCE AT 25' WIDTH THAT IS OFFSET FROM THE 50' GAS EASEMENT SEE SHEET EC-8

INSTALL TEMPORARY GRAVEL CONSTRUCTION ENTRANCE NCDENR PRACTICE 6.06.1 SEE SHEET EC-9

INSTALL OUTLET STABILIZATION STRUCURE NCDENR PRACTICE 6.41.1 SEE SHEET EC-10 W1 = 3.75' LA = 8' W2 = 9.25'

INSTALL TEMPORARY ROCK SILT CHECK TYPE A 1.0' WEIR HEIGHT NCDOT STD. 1633.01 SEE SHEET EC-12

INSTALL ROCK PIPE INLET PROTECTION NCDENR PRACTICE 6.55.1 SEE SHEET EC-11

INSTALL OUTLET STABILIZATION STRUCURE NCDENR PRACTICE 6.41.1 SEE SHEET EC-10 W1 = 3.75' LA = 8' W2 = 9.25'

INSTALL JUTE NET TEMPORARY DITCH LINER

MATCH LINE -G2- STA 42+00 (SEE SHEET EC-3)

MATCH LINE -G2- STA 50+08 = -G3- STA 50+08 (SEE SHEET EC-5)

CHAPEL VALLEY LANE

BEAVER CREEK

FLOODWAY

NAD 83/NA 2011

CONSTRUCTION ENTRANCES TO BE FIELD ADJUSTED DURING CONSTRUCTION PHASING TO ENSURE TRACKING DOES NOT OCCUR OUTSIDE OF PROJECT CORRIDOR. SEE SHEET EC-9 FOR DETAIL.

Cardinal ROW Limit

Cardinal Pipeline

No Construction Activity / Traffic

TEMPORARY STREAM CROSSING EROSION CONTROL PHASING:

1. CONTRACTOR TO INSTALL ALL EROSION CONTROL MEASURES BEFORE ANY CLEARING AND GRUBBING IS PERFORMED.
2. CROSSING AND ALL NECESSARY EROSION CONTROL MEASURES SHALL BE INSTALLED/ADJUSTED IN ONE DAY.
3. CONTRACTOR TO ACCESS TEMPORARY STREAM CROSSING LOCATIONS USING PROPOSED GREENWAY PATH FOOTPRINT. USE MUD MATS (SEE EROSION CONTROL DETAILS) IN WETLAND AREAS AND OTHER LOW AREAS TO LIMIT IMPACTS AS NEEDED.
4. CONTRACTOR TO DEWATER TEMPORARY STREAM CROSSING AREAS AS NEEDED USING IMPERVIOUS DIKES, SPECIAL STILLING BASINS, AND BYPASSING PUMPING.
5. AFTER TEMPORARY STREAM CROSSINGS AND RIP RAP OUTLETS ARE REMOVED, CONTRACTOR IS TO STABILIZE ALL DISTURBED AREAS AND RE-ESTABLISH STREAM BANK TO EXISTING CONDITIONS USING EROSION CONTROL MATTING, SEEDING, AND MULCH TO MAINTAIN A VIGOROUS, DENSE, VEGETATIVE COVER.

PIPES SHALL BE INSTALLED IN THE DRY (WITH A MIN. 3 DAYS OF DRY WEATHER DURING INSTALLATION) OR PROVIDE COFFER DAM AND PUMP AROUND. COFFER DAM DETAIL MUST BE SUBMITTED FOR APPROVAL PRIOR TO CONSTRUCTION. COFFER DAM IS INCIDENTAL TO CULVERT INSTALLATION

BOARDWALK AND CULVERT EROSION CONTROL PHASING:

1. CONTRACTOR TO INSTALL ALL EROSION CONTROL MEASURES BEFORE ANY CLEARING AND GRUBBING IS PERFORMED.
2. CONTRACTOR TO ACCESS BOARDWALK AND CULVERT LOCATIONS USING PROPOSED GREENWAY PATH FOOTPRINT. USE MUD MATS (SEE EROSION CONTROL DETAILS) IN WETLAND AREAS AND OTHER LOW AREAS TO LIMIT IMPACTS.
3. CONTRACTOR TO DEWATER EXCAVATED AREAS AS NEEDED USING IMPERVIOUS DIKES, SPECIAL STILLING BASINS, AND BYPASSING PUMPING (DEWATERING METHOD INCIDENTAL TO BOARDWALK INSTALLATION).
4. AFTER BOARDWALK AND CULVERTS ARE SET, CONTRACTOR IS TO STABILIZE ALL DISTURBED AREAS AND STREAM BANK SLOPES USING EROSION CONTROL MATTING, SEEDING (SEE SHEET EC-7), AND MULCH TO MAINTAIN A VIGOROUS, DENSE, VEGETATIVE COVER.

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GRADING AND EROSION CONTROL PLANS

NORTH CAROLINA PROFESSIONAL SEAL 024436 ENGINEER JEFFREY W. MOORE

20 0 40

PROJECT:
BEAVER CREEK GREENWAY EXTENSION
PHASES 1, 2 & 1A

JOB NUMBER: EB-6021 | SHEET NUMBER: EC-4

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4/8/2021

Williams Requirements for Landowner & Third Party Construction

Rev. April 16, 2020

The following Williams specifications are minimum requirements to be followed when planning land use development on or near Williams right of way. Each proposed development or activity requires a site specific evaluation by a qualified Williams representative. It should be understood that the Williams review of the proposed activity may require more stringent protective measures than outlined below.

PIPELINE FACILITIES AND LEGISLATION

Williams' transmission operation includes high- pressure steel pipelines ranging in diameter from 2" to 48". Williams pipeline facilities include compressor stations, meter stations, storage facilities, cathodic protection equipment, valve settings and other facilities located within the limits of its rights-of-way, leased, and fee properties.

Williams is regulated by the Department of Transportation, Pipeline & Hazardous Material Safety Administration (PHMSA). The pipeline safety regulations are set forth in Title 49, Code of Federal Regulations, Part 192 "Transportation of Natural and Other Gas by Pipeline – Minimum Federal Standards" and Part 195 "Transportation of Hazardous Liquids by Pipeline – Minimum Federal Standards."

Williams will require that all Federal, State, and local ordinances and applicable utility set backs are complied with to the full extent.

ENCROACHMENTS

It is Williams philosophy to minimize encroachments and excavation activity within the limits of our pipeline right of way. Encroaching parties will design projects such that proposed improvements remain outside the pipeline right of way. Improvements that will encroach into the right of way will be designed and constructed such that the safe operation and maintenance of the pipelines is not diminished. Many of Williams right of way agreements prohibit encroachments. Williams will enforce applicable provisions in its right of way agreements where it believes the continued safe operation and maintenance of the pipeline facilities could be threatened.

NOTIFICATION AND CONSTRUCTION SAFETY REQUIREMENTS

1. In order to prevent unnecessary delays, Williams encourages close communication with our representative throughout your entire project. A Williams representative should participate in all pre-construction meetings. In addition, Williams can conduct a safety/informational presentation to any interested parties, including contractors, local governmental maintenance crews, and developers.

2. "One Call" systems require 48 to 72 hours' notice prior to any excavation activities or equipment use on or in close proximity to Williams pipeline facilities. Dial 811 to be connected to your State One Call system. No equipment use or excavation will occur in the vicinity of Williams facilities until notification to "One Call" has been made. A Williams representative will be on site prior to and during any equipment use or excavation activities. Any crossings made without a Williams representative on site will be excavated at the excavator's expense to provide Williams an opportunity to inspect all affected pipeline facilities.

3. Excavations must be barricaded to protect Williams pipelines from exposure to vehicular traffic and to ensure public safety. Williams representatives must be provided safe access to all open excavations. Excavations must be properly sloped or shored in accordance with OSHA regulations.

PLAN DESIGN AND REVIEW REQUIREMENTS

1. Residential and/or commercial developments will be laid out such that the right of way is designated as "open" or "common" space. Maintaining an open right of way reduces public exposure and minimizes disruptions during pipeline maintenance and construction. Lot divisions will be established on either side of the right of way resulting in the actual right of way being "open" or "common" areas.

2. In most cases, Williams will require the submittal of two or more full size plan and profile drawings to the appropriate Williams office for prior review and written approval by Williams. All drawings must show, in detail, all of Williams facilities and other features that will allow Williams to determine the impact of the proposed construction or maintenance activity on its facilities. Encroachment plans will include a scope of work, description, and a location map depicting the project site area. Sufficient geographical references such as legal property lines, roads, and appropriate deed information for the properties involved will be provided.

3. In order to ensure that all proposed improvements are designed in accordance with Williams encroachment specifications, Williams requires a minimum of thirty business days lead-time to review proposed encroachments. Encroachments involving road crossings will require additional review time. Any proposed road which requires pipeline [illegible] dedicated right of way will require significant lead-time.

4. If there are any changes to approved plans, additional review by Williams and subsequent written authorization will be required.

5. In some cases, there is a significant delay between the review and approval of submitted plans and actual construction. In such cases, proposed encroachment related activities will be subject to Williams requirements in effect at the time the work actually takes place.

WILLIAMS EASEMENT, PERMITS AND AGREEMENTS

1. A Williams Encroachment/Foreign Line Crossing Permit Form or a letter of no objection may be required for any proposed construction within Williams right of way. This document prepared by Williams, will outline the responsibilities, conditions, and liabilities of each party. If required, this document must be executed by the encroaching party and in Williams possession prior to any work being performed on the right of way.

2. Williams will determine if a recorded encroachment agreement will be required for any proposed construction within Williams right of way. This agreement, prepared by Williams, will outline the responsibilities, conditions, and liabilities of each party. This agreement will be fully executed and in Williams possession prior to any work being performed on the right of way.

3. Williams will determine if a reimbursement agreement will be required for any construction within Williams right of way. This agreement, prepared by Williams, will outline the reimbursement procedure for necessary and appropriate preliminary engineering and actual field inspection work. This fully executed agreement, including a check made payable to the applicable Williams pipeline company for the estimated cost of Williams services, will be in Williams possession prior to any work being performed on the right of way.

GENERAL REQUIREMENTS

1. No above ground structures or appurtenances are to be located within the Williams right of way. The structures and appurtenances include, but are not limited to: utility poles, towers, foundations, guy wires, structures supporting aerial lines, satellite dishes, manholes, catch basins, utility pedestals, transformers, fire hydrants, utility sheds, decks, swimming pools with associated improvements, etc.

2. An authorized Williams representative must be on site prior to and during any surface-disturbing work or equipment crossings performed within the right of way. Williams representative will assist in determining the location of the pipeline, the right of way width, and existing cover over the pipeline and will remain on site to monitor all activities within the right of way.

3. No cut or fill on the Williams right of way is permitted without Williams written approval.

4. Williams, at its discretion, may request evidence of comprehensive general liability insurance coverage (up to $5,000,000 coverage) and other appropriate and usual insurance prior to any activity, maintenance, and/or construction on or near Williams right of way and facilities. In the event of significant excavation under or over Williams pipelines, Williams will require that the applicable Williams pipeline company be named as additional insured on the Certificate of Liability Insurance. The insurance limits, terms, and conditions that may be required will be dependent on the specific facilities potentially impacted and what would be usually and prudently obtained in similar industry situations.

5. All foreign lines will cross Williams right of way at an angle as near to 90 degrees as possible. In situations where there are multiple parallel Williams pipelines, the proposed foreign lines will either cross over or under all of Williams pipelines in the right of way. No horizontal or vertical bends are permitted within Williams right of way. Parallel occupancy of Williams right of way will not be permitted.

6. All foreign lines crossing Williams pipeline or related facilities will be installed with a minimum of 24” of clearance between the existing Williams facilities and the proposed foreign line. The foreign line will be installed at a uniform depth across the full width of the Williams right of way. Williams may require that all foreign lines be installed under its existing pipelines and related facilities.

7. Williams facilities are electrically protected against corrosion. Each metallic foreign line that enters or crosses Williams right of way must have a test lead installed. In addition, the utility contractor installing the metallic foreign line must excavate and expose one or more of Williams existing pipelines to provide for the installation of test leads by Williams employees. All necessary measures (coatings, electrical bonds, etc.) will be taken to ensure that the proposed pipe or utility is adequately protected from potential interference effects. Requests for cooperative testing will be directed to Williams Division Office, "Attn.: Supervisor, Asset Integrity."

8. Williams may require that foreign lines be identified with permanent aboveground markers where the lines enter and exit the Williams right of way. It is the line owner’s responsibility to obtain any rights to install the markers, and to maintain the markers. A direct burial warning tape should be placed 12” to 18” above the foreign line and extend across the entire width of Williams right of way.

9. Foreign lines crossing Williams facilities will be installed in accordance with all applicable codes and requirements governing such installations.

10. Stockpiling brush, trash, or other debris on the right of way is prohibited, as it may conceal pipeline markers and hinder pipeline inspections or routine maintenance.

EXCAVATION AND BLASTING

1. Plans for excavation on the right of way require prior approval by Williams. **No machine excavation will be performed within 24" of Williams pipelines or related facilities.** Williams onsite representative may require hand digging at a distance greater than 24".

2. When a backhoe is used for excavation, the bucket teeth should be curled under each time the bucket is brought back into the ditch to reduce the chance of the teeth contacting the pipeline. Side cutters must be removed from all buckets. At the discretion of Williams onsite representative, a bar may have to be welded across the bucket teeth.

3. No mechanical excavation may be performed by reaching over any Williams facilities.

4. Prior to any plowing or ripping of soil on the right of way, particularly in association with agricultural activities, plans should be reviewed with your local Williams representative to ensure proper cover exists. No vibratory plows are permitted to be used on the Williams right of way.

5. A detailed blasting plan must be submitted for review and written authorization prior to any proposed blasting within 300' (Consult with Williams for surface mining requirements) of Williams pipeline facilities and a Williams representative must be on site during all blasting. In order to provide for necessary and appropriate analysis by Williams, each licensed blasting contractor must also complete and submit a Williams Blasting Data Sheet. The blasting plan and data sheets must be submitted a minimum of ten business days prior to the proposed blasting. Specific requirements applicable to proposed blasting will be provided to the licensed blasting contractor.

DISTURBANCE, MAINTENANCE AND VEGETATION

1. No trees are permitted on Williams right of way. Additionally, the canopy of any trees planted adjacent to the right of way must not extend into the right of way at maturity. Any branches extending into the right of way will be side cut by Williams at its discretion.

2. With prior approval from Williams, some types of low growing, shallow-rooted shrubs may be permitted on the right of way provided their maximum mature height will not exceed 5' and are not within 5' of the edge of the pipeline. Williams requires that the mature plantings will not prevent Williams representatives from seeing down the right of way during routine patrols or walking down the right of way directly over the pipelines as they perform required inspections. Under no circumstances will mechanical equipment be used in the planting of shrubs.

3. Williams reserves the right to cut and/or remove plantings as required in the operation, inspection, and maintenance of its pipeline facilities; further, Williams assumes no responsibility for any cost involved in the replacement of said cut and/or removed landscape plantings.

4. All sprinkler or irrigation systems will require review by a Williams representative. Sprinkler heads will not be permitted within 10' of any pipeline or related facility. All crossings of the Williams pipelines or related facilities with feeder lines will be hand dug.

EQUIPMENT CROSSING

1. To protect Williams pipelines from external loading, Williams must perform an engineering evaluation to determine the effects of any proposed equipment use. Mats, timber bridges, or other protective materials deemed necessary by Williams will be placed over Williams facilities for the duration of any loading. Protective materials will be purchased, placed, and removed at no cost to Williams. The right of way must be returned to its original condition.

2. Williams may require temporary markings to identify areas where equipment use is authorized.

3. No vibratory equipment is permitted within the limits of, or in close proximity to, the Williams right of way.

FENCES

1. A site specific inspection is required to determine whether the proposed fence posts must be kept a minimum of 4' or 5' from the edge of any Williams pipeline or related pipeline facility. A Williams representative must be on site to determine the location of the fence posts within the right of way and for the duration of the digging of the posts. Posts installed within the right of way must be hand dug. All proposed fence crossings over Williams pipelines will cross at an angle of 90°, or as near as reasonably practicable.

2. Williams will have the free right of ingress and egress. Williams may require that new fences have a 12' wide gate installed within the right of way at a location approved by Williams. The gate will be installed as to minimize vehicular and equipment travel over the existing Williams facilities.

LOGGING AND TIMBER OPERATIONS

1. Before any logging or timber operations can begin on Company ROW, obtain written approval from the company.

2. Additional requirements may include, but are not limited to, the installation of land ramps, plates, or temporary erosion controls.

3. Refer to Insurance requirement in #4 of the General Requirements above.

4. An authorized Company representative must be on site prior to and during any surface disturbing work or equipment crossing performed within the ROW.

5. The encroaching entity must meet with a Company representative at least three days prior to the completion of the project to discuss site restoration.

NON-OCCUPANCY STRUCTURE

This section details encroachment details on sheds, barns, car ports, retaining walls, storage drums, garages, large debris, old cars, trailers, scrap metal, boulders, satellite dishes, manholes, fire hydrants, etc. Buildings or structures, whether occupied or not, may not be constructed within a Company easement. No above ground structures or appurtenances are to be located within the Company ROW. The structures and appurtenances include, but are not limited to: towers, satellite dishes, manholes, catch basins, utility pedestals, transformers, fire hydrants, utility sheds, playhouses, garages, patios, slabs/foundations, decks, swimming pools with associated improvements, or similar structures. Large debris such as old cars, trailers, scrap metal, boulders, etc., will not be permitted on the ROW. The ROW must be kept clear for maintenance and inspection.

OCCUPANY STRUCTURE

This section includes buildings, houses, occupancy trailers/mobile homes, patios, decks, play grounds, play houses, swimming pools, workshops, or similar structures. Occupied aboveground structures are prohibited within Company ROW, in order to provide for adequate maintenance and operation of Company facilities.

OVERHEAD CROSSING UTILITY

1. Overhead line crossings will be installed with a minimum of 30' of vertical clearance above the Williams right of way to provide adequate equipment clearance. No poles or appurtenances will be located on the Williams right of way.

2. Overhead line crossings will not be installed within 50' (measured horizontally) of any gas vent (e.g. relief valve, blow down vent).

3. Overhead lines will cross Williams facilities at an angle as near to 90 degrees as possible.

4. In addition to these Williams minimum clearances, all local utility minimum clearances must be adhered to.

PARALLEL UTILITY

Parallel occupancy on an existing ROW is not allowed unless approved by the Manager, Operations. This includes trenched, trenchless (bored), and above ground installation of pipelines, cables, conduits, overhead utilities, or fences.

ROAD, RAIL, PAVED AND UNPAVED TRANSPORTATION

1. Williams must complete a preliminary engineering evaluation for all roads, streets, driveways, etc., proposed on Williams right of way. Any pipe casing, concrete slabs, or other protection required by Williams will be installed at no expense to Williams. Williams may require a pipeline inspection prior to construction.

2. The recommended minimum total cover over Williams existing pipelines is 66" at all driveways, highways, roads, streets, etc. The recommended minimum total cover over Williams existing pipelines in adjacent drainage ditches is 48".

3. Vibratory equipment is prohibited within the limits of the Williams right of way. Vibratory equipment is not permitted to be used for achieving applicable compaction requirements.

4. Driveways, highways, roads, streets, etc. crossing over Williams pipeline facilities will cross at an angle as near to 90 degrees as possible. All crossings must be over straight pipe and at locations free of any crossovers. Parallel occupancy of the right of way will not be permitted.

5. Williams will retain the right to cut all present and proposed driveways, highways, roads, streets, etc. and will have no responsibility for restoration, loss of use or access, or any other costs.

6. Access to the earth above each pipeline for leak detection (flame ionization) and cathodic protection surveys must be maintained.

SUBSURFACE CROSSING UTILITY

1. Utilities crossing Williams facilities are required to be cased to protect the integrity of the utility and the safety of Williams and third-party excavators in the future.

2. All buried communications (other than single residential telephone and TV) crossing Williams facilities will be installed with encased, rigid, non-

metallic conduit the full width of Williams right of way. Per on site personnel, conditions may warrant (spanning issues, shoring) steel conduit across the width of the ROW when pipelines are exposed.

3. All buried electric cables (other than 24-volt DC power lines), including single residential service drops, crossing Williams facilities will be installed in encased, rigid, non-metallic conduit the full width of Williams right of way. Per on site personnel, conditions may warrant steel conduit across the width of the ROW when pipelines are exposed.

4. All buried single residential telephone, cable TV, and 24volt DC power will be encased in schedule 40 PVC casing for the full width of Williams right of way.

5. All fiber optic cable, including single drops, will be installed encased, rigid, non-metallic conduit the full width of Williams right of way. Per on site personnel, conditions may warrant steel conduit across the width of the ROW when pipelines are exposed.

6. All sanitary sewer and pressurized water lines will be installed with encased, rigid, non-metallic conduit the full width of Williams right of way. Per on site personnel, conditions may warrant (spanning issues, shoring) steel conduit across the width of the ROW when pipelines are exposed. Gravitational flow systems will be either: (1) ductile iron or steel pipe (adequately protected from Williams cathodic protection system), (2) plastic pipe installed in steel casing, or (3) concrete pipe for the full width of Williams right of way. No piping connections will be allowed within 5' of any Williams pipeline. All ductile iron utility crossings will include restrained joints for the full width of Williams right of way.

7. No septic tanks, liquid disposal systems, or hazardous waste disposal systems will be allowed on Williams right of way or within 25' of Williams facilities. This prohibition includes, but is not limited to, facilities that have the potential of discharging effluent from sewage disposal systems, the discharge of any hydrocarbon substance, the discharge or disposal of any regulated waste, or any other discharge that may prove damaging or corrosive to Williams facilities.

8. All plastic combustible material lines will be installed in steel casing for the full width of Williams right of way.

9. Williams may require that steel combustible material lines (adequately protected from Williams cathodic protection system) be installed under existing Williams pipeline facilities.

10. Williams existing pipeline facilities will be potholed to verify the horizontal and vertical location of all facilities prior to any proposed trenchless construction operation. Once all required potholes have been performed, both plan view and profile drawings showing both Williams existing facilities and the proposed trenchless crossing alignment and profile will be submitted to Williams. Plan and profile drawings are required for all proposed trenchless construction operations. If not completed, Williams may require a subsurface geotechnical investigation be completed prior to construction.

11. All proposed trenchless construction methods may include the installation of steel casing for the full width of Williams right of way.

12. Depending on the trenchless method chosen, distance between Williams facilities and the proposed crossing alignment and profile, and depth of cover, Williams may require inspection holes to be excavated to verify the depth of the bore as it approaches each pipeline. Inspection holes must be excavated to allow Williams on-site representative to visually see the boring head prior to the point where it travels beneath each pipeline.

13. If inspection holes are not performed, the contractor shall monitor the location with precise downhole survey instruments and verify it with surface location equipment (i.e. TruTracker, ParaTrack, or equivalent). The contractor must provide Williams the computer printout of the directional survey and TruTracker/ParaTrack (or equivalent) reports generated by the downhole survey tools daily. Report data shall be in a format suitable for independent calculation of the survey. Deviations between the recorded position and the plan and profile drawing shall be documented and immediately brought to the attention of Williams. Contractor shall notify Williams on-site representative of any drill profile failing to meet the specifications.

14. For a Williams asset that was installed by trenching methods, all trenchless construction shall have a minimum vertical separation of 5 feet from a Williams pipeline when crossing it perpendicular. For any trenchless construction not perpendicular to a Williams pipeline, there shall be a minimum three-dimensional separation of 10 feet. A Williams representative shall be on site to witness the bore staking, pilot hole sighting, observation hole, and any other activity associated with the drill or bore.

15. For a Williams asset that was installed by trenchless methods, all trenchless construction shall have a minimum vertical separation of 10 feet from a Williams pipeline when crossing it perpendicular. For any trenchless construction not perpendicular to a Williams pipeline, there shall be a minimum three-dimensional separation of 25 feet. A Williams representative shall be on site to witness the bore staking, pilot hole sighting, observation hole, and any other activity associated with the drill or bore.

16. An example scenario for three-dimensional separation would be 18 feet lateral separation and 18 feet vertical separation, which would result in approximately 25 feet separation. See Figure 1.

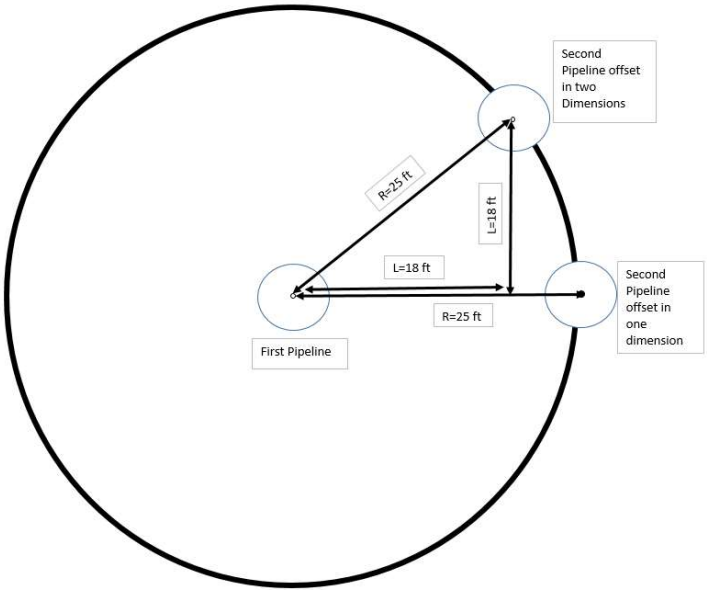

Figure 1: Three-Dimensional Separation Example

17. Contractor shall check for ground subsidence periodically along all attempted trenchless crossings and the final corridor within Williams right-of-way and notify Williams on-site representative immediately upon findings. Contractor shall fill any voids with a cement grout, compact subsoil within the Williams right-of-way, and restore the ground surface to original contours and conditions.

18. If for any reason the proposed trenchless method fails during construction or if any hole is abandoned during the process, contractor shall fill abandoned holes and/or subsurface voids within Williams right-of-way entirely with a cement grout.

19. Upon 15 days of completion, contractor shall furnish the alignment and profile as-built drawing with a description of the survey data used to determine the as-built location and a statement of accuracy used to create the drawing. The drawing shall be submitted in both AutoCAD and PDF format and contain all data points that are within the Williams right-of-way representing final alignment and profile, any abandoned holes, tools, strings of drill pipe, etc. overlaid on the plan and profile drawing.

SURFACE WATER

1. Williams may conduct preliminary engineering studies for any proposed drainage channels or ditches that will discharge toward or within the right of way. Drainage channels or ditches must be adequately protected from erosion and provide a minimum of 48" of cover over the pipelines. Altering (clearing, re-grading, or changing alignment of) an existing drainage channel or ditch requires written approval from Williams.

2. Impoundment of water on Williams right of way is not permitted. Soil erosion control measures will not be installed within the Williams right of way without prior written Williams approval.

STATEMENT REGARDING RIGHTS

1. Nothing contained herein will be construed to convey, waive, or subordinate any of Williams existing rights whatsoever.

2. Williams will be fully and completely compensated for any damages to its facilities resulting from the acts of third parties who are working in the vicinity of Williams facilities with or without Williams consent.

3. Williams will be indemnified from and against all claims, losses, demands, damages, causes of action, suits, and liability of every type and character, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or for damage to any property, arising out of or in connection with third party work in the vicinity of Williams facilities.

Maintain in force throughout the performance of any part of construction, maintenance or use of the Improvements and for as long thereafter as necessary to support any post activities or obligations of (Company), insurance described below with insurance companies having at least an A.M. Best A-VIII rating (or equivalent, if not rated by A.M. Best). The limits and terms set forth below will not be construed to limit (Company's) liability. All costs and deductible amounts will be for the sole account of (Company). The required liability insurance can be met under a primary or an excess policy or any combination thereof. Prior to commencing the Improvements hereunder, (Company) will deliver to (Williams) certificate(s) of insurance on an Acord form or other acceptable industry standard certificate of insurance form evidencing the insurance, terms and conditions required below.

In each of the policies descried below, (Company) agrees to waive and will require its insurers to waive any rights of subrogation or recovery they may have against (Williams), its parent and subsidiary and affiliated companies. All policies providing the required insurance, with the exception of Workers Compensation and Employer's Liability, shall include (Williams), its parent and subsidiary and affiliated companies as additional insured per ISO endorsements CG 2010 and CG 2037 or equivalents and policies will respond as primary with respect to any other insurance or self-insurance available to (Williams), its parent and subsidiary and affiliated companies. Non-renewal or cancellation of policies providing the required insurance described below will be effective only after written notice is received by (Williams) from the insurance company or (Company) thirty (30) days (except ten (10) days for non-payment of premium) in advance of any such non-renewal or cancellation. Any construction, maintenance or use of Improvements will cease until replacement insurance can be evidenced to (Williams).

If (Company) uses any subcontractor to perform any of the Improvements, (Company) warrants that the subcontractor will maintain insurance meeting insurance requirements as set forth herein. (Company) shall be fully responsible to (Williams) for any deficiencies of its subcontractor's insurance and shall defend (at Williams' option), indemnify and hold harmless (Williams), its parent and subsidiary and affiliated companies from or against any claim(s) asserted or arising as a result of such deficiencies.

Irrespective of the insurance requirements below, the insolvency, bankruptcy or failure of any such insurance company providing insurance for(Contractor), or the failure of any such insurance company to pay claims that occur will not be held to waive any of the provisions hereof.

1. **Workers Compensation and Employer's Liability**
   Workers Compensation insurance complying with the state and federal and regulations having jurisdiction over each employee, and Employer's Liability with limits of $500,000 each accident, $500,000 disease each employee, and $500,000 disease policy limit. If work is to be performed in North Dakota, Ohio, Washington or Wyoming, (Company) will participate in the appropriate state fund(s) to cover all eligible employees and provide a stop gap endorsement. If the work is to be performed off-shore, this insurance shall be endorsed to provide full Maritime Liability coverage, including Longshore and Harbor Workers'' Compensation Act, including Outer Continental Shelf Land Act, Jones Act, Death on High Seas Act and In Rem.

2. **General Liability**

Commercial General Liability insurance with limits of $5,000,000 per occurrence and general and products-completed operations annually aggregates of $5,000,000, for bodily injury and property damage, including coverage for premises-operations, blanket contractual liability, broad form property damage, personal injury liability, independent contractors, products-completed operations, explosion, collapse and underground and sudden and accidental pollution.

3. **Automobile Liability**
   Automobile Liability insurance with limits of $2,000,000 each accident for bodily injury and property damage to include coverage for any auto (including owned, non-owned and hired vehicles).

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for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: September 28, 2021

Item Details

Presenter(s): Mary Beth, Manville

Department(s): Human Resources Department

Requested Motion

Motion to approve additional 1% for Merit Budget and corresponding Budget Ordinance Amendment No. 6

Approval Recommended?

Yes

Item Details

Town staff are recommending a 1% increase to the Town's FY22 merit budget, in light of the spike in CPI (cost-of-living) since the merit budget was first proposed. Details are provided in the attachment "Merit Increase Recommendation," as well as the associated budget amendment.

Attachments

- Merit Increase Recommendation Memo
- Budget Ordinance Amendment No. 6

MEMORANDUM

To: Catherine Crosby, Town Manager

From: Mary Beth Manville, Human Resources Director

Date: September 20, 2021

Re: FY22 Merit Recommendations

Background

The merit and pay range adjustment recommendations that were included in the FY22 budget were submitted in late February, 2021, based on information made available to us at that time. A 2% pay range adjustment was recommended based on the Consumer Price Index (CPI) as of February 2021, and a 4% merit budget was based on what others in the market had shared that they were proposing.

In May 2021, I shared with the budget team that neighboring municipalities had reported out new proposals for both merit & pay range adjustments, and the merit averages were closer to 4.5%-5%, and some pay range adjustments were 3%-4.5%. Given that the FY22 budget process was so far along at that time, we chose to keep the 4% merit budget in place and monitor what other municipalities ended up doing, to determine if we needed to revisit the merit budget at a later date.

As of today, my understanding is that the merit & pay adjustments proposed in May 2021 did make it into the final budget, however I have reached out to each municipality to ask them to confirm, and have noted confirmations, below. As others come in, I will be sure to update our records and notify you of any significant changes.

Chart 1

Organization	Recommended Merit Pay	Pay Range Adjustment	Confirmed/Confirmed
Apex	*4% (current/approved)* *Increase to 5% (recommendation)*	*2%*	
Cary	4.5%	4.5%	Confirmed
Fuquay-Varina	3% Merit + 2% COLA	2%	Confirmed
Holly Springs	5%	1.4%	Confirmed
Morrisville	4.2%	2%	Confirmed
Wake Forest	4.5%	3%	

While maintaining a competitive pay-for-performance plan is significant, what's of more concern at this time is the large spike in CPI that has occurred in our region since March 2021. As you will see in Chart 2, below, from February 2021 to the end of our fiscal year, CPI has increased 190%. This is concerning, not only because we use CPI to determine how much to adjust our starting pay for positions, but because we also use it as a baseline for merit increases to employees who are rated "successful" on their performance evaluations. However, because our budget for merit is currently at 4%, we aren't even able to use a year-to-date average as our basis (see Chart 3).

Chart 2

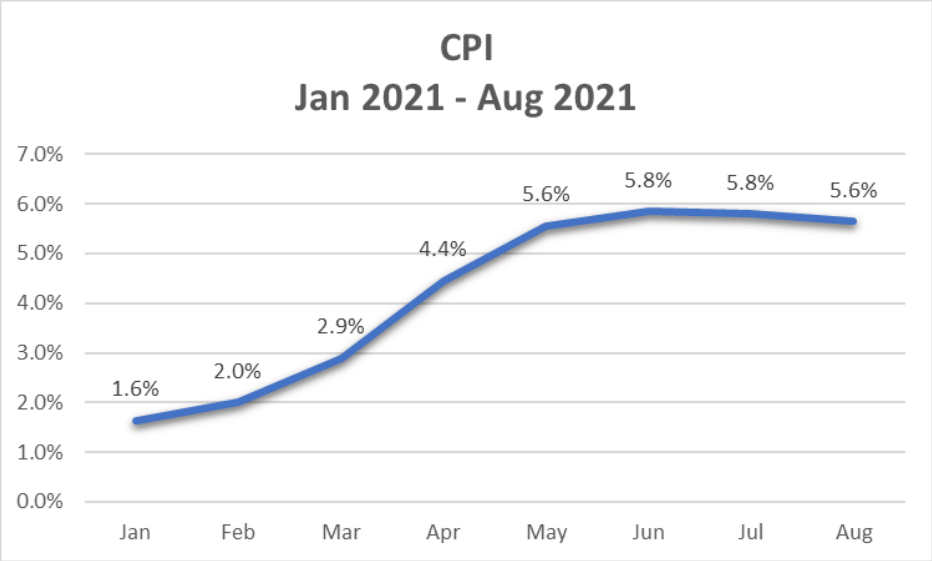

Chart 3

	CPI
Fiscal Year CPI (July 1, 2020-June 30,2021)	5.80%
6-month average (Mar-Aug)	5.00%
YTD Average (Jan-Aug)	4.20%

Recommendation

Based on these unforeseen spikes in CPI, along with the increased merit budgets adopted by other municipalities in the area, I recommend making a budget amendment to increase our FY22 budget from 4% to 5%. This would allow us to build a merit matrix with a baseline close to the YTD average CPI of 4.2%, while still being able to recognize employees who have performed exceptionally well during this

past year in the midst of a national pandemic. If we were able to amend the merit budget to 5%, I would propose the merit matrix, below (Chart 4):

Chart 4

Performance Evaluation Rating	% Increase*
Consistently Excellent	5.5% – 6.5%
Highly Successful	4.5% – 5.25%
Successful	3.5% – 4.25%

**Percent would be calculated off the job rate of the employee's position or the employee's current salary, whichever is higher.*
**Any amount in excess of the salary range max would be paid in lump sum.*

These ranges should allow us to appropriately recognize employee performance while also getting us closer to CPI for the "successful" rating. It will also keep us competitive with our competition for talent, who offer 6% or more to their highest performers.

Cost Impact (based on May 2021 Projections)

Chart 5, below, shows the cost differential if we were to amend our merit budget to 5%. Chart 6 shows the total budget differences.

Chart 5

	General Fund	Electric	Water Sewer
	5% Increase	5% Increase	5% Increase
Salaries	$182,342.91	$ 26,345.32	$ 33,287.00
W/C	$ 4,943.76	$ 726.28	$ 865.11
FICA	$ 13,342.77	$ 1,892.63	$ 2,493.32
Group Insurance	$ 18.87	$ 3.88	$ 3.88
Group Retirement	$ 20,844.18	$ 2,963.85	$ 3,744.79
401k	$ 9,096.50	$ 1,317.27	$ 1,664.35
Total	**$230,588.98**	**$ 33,249.23**	**$ 42,058.45**

Chart 6

Average Merit	4% (Current)	5% (Proposed)
Total Budget	$952,725	$1,258,622

Town of Apex

Budget Ordinance Amendment No. 6

BE IT ORDAINED, by the Council of the Town of Apex that the following Budget Amendment for the Fiscal Year 2021-2022 Budget Ordinance be adopted:

General Fund

Section 1. Revenues:

Appropriated Fund Balance	$	230,400
Total Revenues	**$**	**230,400**

Section 2. Expenditures:

Governing Body Personnel Expenses	$	450
Town Clerk Personnel Expenses	$	1,580
Administration Personnel Expenses	$	5,770
Human Resources Personnel Expenses	$	3,410
Information Systems Personnel Expenses	$	5,540
Legal Services Personnel Expenses	$	2,940
Economic Development Personnel Expenses	$	2,290
Finance Personnel Expenses	$	2,070
Planning & Community Development Personnel Expenses	$	12,770
Facility Services Personnel Expenses	$	3,010
Police Personnel Expenses	$	60,760
Fire Personnel Expenses	$	6,920
Public Works & Transportation Personnel Expenses	$	54,590
Water Resources Personnel Expenses	$	7,500
Streets Personnel Expenses	$	10,900
Powell Bill Personnel Expenses	$	6,850
Solid Waste Personnel Expenses	$	7,240
Fleet Services Personnel Expenses	$	2,170
Building Permits & Inspections Personnel Expenses	$	15,610
Recreation Personnel Expenses	$	16,020
Cultural Arts Center	$	2,010
Total Expenditures	**$**	**230,400**

Electric Fund

Section 3. Revenues:

Appropriated Fund Balance	$	33,120
Total Revenues	**$**	**33,120**

Section 4. Expenditures:

Electric Personnel Expenses	$	33,120
Total Expenditures	**$**	**33,120**

Water Sewer Fund

Section 5. Revenues:

Appropriated Fund Balance	$	42,880
Total Revenues	**$**	**42,880**

Section 6. Expenditures:

Water Sewer Personnel Expenses	$	42,880
Total Expenditures	**$**	**42,880**

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

Adopted this the 28th day of September, 2021.

Attest:

Jacques K. Gilbert, Mayor

Donna B. Hosch, Town Clerk

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for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: September 28, 2021

Item Details

Presenter(s): Shawn Purvis, Assistant Town Manager

Department(s): Administration

Requested Motion

Motion to approve resolution approving the Memorandum of Agreement (MOA) Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation

Approval Recommended?

Yes

Item Details

In the face of the opioid epidemic, thousands of federal cases to hold accountable several companies involved in manufacturing, marketing, promoting, and distributing prescription opioid drugs were consolidated into Multi-District Litigation (MDL). This consolidation included lawsuits filed by 76 Counties and 8 municipalities in NC. Wake County is not a litigating county. With a National Settlement Agreement, up to $850 million could be allocated to North Carolina over an 18-year period to address the opioid epidemic. The NC Department of Justice (DOJ) and North Carolina Association of County Commissioners (NCACC) collaborated to define a settlement fund allocation model with a goal to maximize North Carolina's share of settlement funds to ensure resources reach communities quickly, effectively, and as directly as possible. The group established a MOA that would apply to all 100 counties, whereby distributed funds would only be used to address the epidemic. The settlement funds would be distributed 15% to the State of NC, 80% to all 100 counties and 17 municipalities greater than 75,000 in population, and 5% for a County Incentive Fund for any County and qualified municipality in that county in which every municipality greater than 30k signs the MOA. By signing onto the MOA, Apex would help ensure Wake County receives the maximum payout available. This would be a benefit to the residents of Wake County and Apex.

Attachments

- Resolution
- Memorandum of Agreement

MEMORANDUM OF AGREEMENT
BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS
ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

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Background Statement

Capitalized terms not defined below have the meanings set forth in the Definitions section of the Statement of Agreement.

WHEREAS, the State of North Carolina (the "State"), North Carolina counties and municipalities, and their people have been harmed by misconduct committed by certain entities that engage in or have engaged in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic ("Pharmaceutical Supply Chain Participants"); and

WHEREAS, certain North Carolina counties and municipalities, through their counsel, and the State, through its Attorney General, are separately engaged in ongoing investigations, litigation and settlement discussions seeking to hold Pharmaceutical Supply Chain Participants accountable for the damage caused by their misconduct; and

WHEREAS, the State and the Local Governments share a common desire to abate and alleviate the impacts of the misconduct described above throughout North Carolina and in its local communities; and

WHEREAS, while the Local Governments and the State recognize the sums which may be available from the aforementioned litigation will likely be insufficient to fully abate the public health crisis caused by the opioid epidemic, they share a common interest in dedicating the most resources possible to the abatement effort; and

WHEREAS, settlements resulting from the investigations and litigation with Johnson & Johnson, AmerisourceBergen, Cardinal Health, and McKesson are anticipated to take the form of a National Settlement Agreement; and

WHEREAS, this Memorandum of Agreement ("MOA") is intended to facilitate compliance by the State and by the Local Governments with the terms of the National Settlement Agreement and, to the extent appropriate, in other settlements related to the opioid epidemic reached by the state of North Carolina; and

WHEREAS, North Carolina's share of settlement funds from the National Settlement Agreement will be maximized only if all North Carolina counties, and municipalities of a certain size, participate in the settlement; and

WHEREAS, the National Settlement Agreement will set a default allocation between each state and its political subdivisions unless they enter into a state-specific agreement regarding the distribution and use of settlement amounts (a "State-Subdivision Agreement"); and

WHEREAS, this MOA is intended to serve as such a State-Subdivision Agreement under the National Settlement Agreement; and

WHEREAS, the aforementioned investigations and litigation have caused some Pharmaceutical Supply Chain Participants to declare bankruptcy, and it may cause additional entities to declare bankruptcy in the future; and

WHEREAS, this MOA is also intended to serve as a State-Subdivision Agreement under resolutions of claims concerning alleged misconduct in manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic entered in bankruptcy court that provide for payments (including payments through a trust) to both the State and North Carolina counties and municipalities and allow for the allocation between a state and its political subdivisions to be set through a state-specific agreement ("Bankruptcy Resolutions"); and

WHEREAS, specifically, this MOA is intended to serve under the Bankruptcy Resolution concerning Purdue Pharma L.P. as a statewide abatement agreement, and under this MOA, a statewide abatement agreement is a type of State-Subdivision Agreement.

Statement of Agreement

The parties hereto agree as follows:

A. Definitions

As used in this MOA:

The terms "Bankruptcy Resolution," "MOA," "Pharmaceutical Supply Chain Participant," "State," and "State-Subdivision Agreement" are defined in the recitals to this MOA.

"Coordination group" refers to the group described in **Section E.7** below.

"County Incentive Fund" is defined in **Section G** below.

"Governing Body" means (1) for a county, the county commissioners of the county, and (2) for a municipality, the elected city council, town council, board of commissioners, or board of aldermen for the municipality.

"Incentive Eligible Local Government" is defined in **Section G** below.

"Local Abatement Funds" are defined in **Section B.2** below.

"Local Government" means all counties and municipalities located within the geographic boundaries of the State of North Carolina that have chosen to sign on to this MOA.

"MDL Matter" means the matter captioned *In re: National Prescription Opiate Litigation,* MDL 2804 pending in the United States District Court for the Northern District of Ohio.

"MDL Parties" means all parties who participated in the matter captioned *In re: National Prescription Opiate Litigation,* MDL 2804 pending in the United States District Court for the Northern District of Ohio as Plaintiffs.

"National Settlement Agreement" means a national opioid settlement agreement with the Parties and one or all of the Settling Defendants concerning alleged misconduct in manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic.

"Opioid Settlement Funds" shall mean all funds allocated by the National Settlement Agreement and any Bankruptcy Resolutions to the State or Local Governments for purposes of opioid remediation activities or restitution, as well as any repayment of those funds and any interest or investment earnings that may accrue as those funds are temporarily held before being expended on opioid remediation strategies. Not included are funds made available in the National Settlement Agreement or any Bankruptcy Resolutions for the payment of the Parties' litigation expenses or the reimbursement of the United States Government.

"Parties" means the State of North Carolina and the Local Governments.

"Settling Defendants" means Johnson & Johnson, AmerisourceBergen, Cardinal Health, and McKesson, as well as their subsidiaries, affiliates, officers, and directors named in a National Settlement Agreement.

"State Abatement Fund" is defined in **Section B.2** below.

B. Allocation of Settlement Proceeds

1. Method of distribution. Pursuant to the National Settlement Agreement and any Bankruptcy Resolutions, Opioid Settlement Funds shall be distributed directly to the State and to Local Governments in such proportions and for such uses as set forth in this MOA, provided Opioid Settlement Funds shall not be considered funds of the State or any Local Government unless and until such time as each annual distribution is made.

2. Overall allocation of funds. Opioid Settlement Funds shall be allocated as follows: (i) 15% directly to the State ("State Abatement Fund"), (ii) 80% to abatement funds established by Local Governments ("Local Abatement Funds"), and (iii) 5% to a County Incentive Fund described in **Section G** below.

3. Allocation of funds between Local Governments. The Local Abatement Funds shall be allocated to counties and municipalities in such proportions as set forth in **Exhibit G**, attached hereto and incorporated herein by reference, which is based upon the MDL Matter's Opioid Negotiation Class Model. The proportions shall not change based on population changes during the term of the MOA. However, to the extent required by the terms of the National Settlement Agreement, the proportions set forth in **Exhibit G** shall be adjusted: (i) to provide no payment from the National Settlement Agreement to any listed county or municipality that does not participate in the National Settlement Agreement; and (ii) to provide a reduced payment from the National Settlement Agreement to any listed county or municipality that signs onto the National Settlement Agreement after the initial participation deadline.

4. Municipal allocations. Within counties and municipalities:

a. Local Governments receiving payments. The proportions set forth in **Exhibit G** provide for payments directly to (i) all North Carolina counties, (ii) North Carolina municipalities with populations over 75,000 based on the United States Census Bureau's Vintage 2019 population totals, and (iii) North Carolina municipalities who are also MDL Parties as of January 1, 2021.

b. Municipality may direct payments to county. Any municipality allocated a share in **Exhibit G** may elect to have its share of current or future annual distributions of Local Abatement Funds instead directed to the county or counties in which it is located. Such an election may be made by January 1 each year to apply to the following fiscal year. If a municipality is located in more than one county, the municipality's funds will be directed based on the MDL Matter's Opioid Negotiation Class Model.

5. Use of funds for opioid remediation activities. This MOA requires that except as related to the payment of the Parties' litigation expenses and the reimbursement of the United States Government, all Opioid Settlement Funds, regardless of allocation, shall be utilized only for opioid remediation activities.

6. Relationship of this MOA to other agreements and resolutions. All Parties acknowledge and agree the National Settlement Agreement will require a Local Government to release all its claims against the Settling Defendants to receive Opioid Settlement Funds. All Parties further acknowledge and agree based on the terms of the National Settlement Agreement, a Local Government may receive funds through this MOA only after complying with all requirements set forth in the National Settlement Agreement to release its claims. This MOA is not a promise from any Party that any National Settlement Agreement or Bankruptcy Resolution will be finalized or executed.

C. Payment of Litigating and Non-Litigating Parties

No Party engaged in litigating the MDL Matter shall receive a smaller payment than a similarly situated non-litigating Party, other than as based on the Allocation Proportions in **Exhibit G** or based on the eligibility criteria for payments from the County Incentive Fund as provided by **Section G** below.

D. Special Revenue Fund

1. Creation of special revenue fund. Every Local Government receiving Opioid Settlement Funds shall create a separate special revenue fund, as described below, that is designated for the receipt and expenditure of the Opioid Settlement Funds.

2. Procedures for special revenue fund. Funds in this special revenue fund shall not be commingled with any other money or funds of the Local Government. The funds in the

special revenue fund shall not be used for any loans or pledge of assets, unless the loan or pledge is for an opioid remediation purpose consistent with the terms of this MOA and adopted under the process described in **Section E.6** below. Although counties or municipalities may make contracts with or grants to a nonprofit, charity, or other entity, counties or municipalities may not assign to another entity their rights to receive payments from the national settlement or their responsibilities for funding decisions.

3. Interest earned on special revenue fund. The funds in the special revenue fund may be invested, consistent with the investment limitations for local governments, and may be placed in an interest-bearing bank account. Any interest earned on the special revenue fund must be used in a way that is consistent with this MOA.

E. Opioid Remediation Activities.

1. Limitation on use of funds. Local Governments shall expend Opioid Settlement Funds only for opioid-related expenditures consistent with the terms of this MOA and incurred after the date of the Local Government's execution of this MOA, unless execution of the National Settlement Agreement requires a later date.

2. Opportunity to cure inconsistent expenditures. If a Local Government spends any Opioid Settlement Funds on an expenditure inconsistent with the terms of this MOA, the Local Government shall have 60 days after discovery of the expenditure to cure the inconsistent expenditure through payment of such amount for opioid remediation activities through budget amendment or repayment.

3. Consequences of failure to cure inconsistent expenditures. If a Local Government does not make the cure required by **Section E.2** above within 60 days, (i) future Opioid Fund payments to that Local Government shall be reduced by an amount equal to the inconsistent expenditure, and (ii) to the extent the inconsistent expenditure is greater than the expected future stream of payments to the Local Government, the Attorney General may initiate a process up to and including litigation to recover and redistribute the overage among all eligible Local Governments. The Attorney General may recover any litigation expenses incurred to recover the funds. Any recovery or redistribution shall be distributed consistent with **Sections B.3 and B.4** above.

4. Annual meeting of counties and municipalities within each county. Each county receiving Opioid Settlement Funds shall hold at least one annual meeting with all municipalities in the Local Government's county invited in order to receive input as to proposed uses of the Opioid Settlement Funds and to encourage collaboration between local governments both within and beyond the county. These meetings shall be open to the public.

5. Use of settlement funds under Option A and Option B. Local Governments shall spend Opioid Settlement Funds from the Local Abatement Funds on opioid remediation activities using either or both of the processes described as Option A and Option B below, unless the relevant National Settlement Agreement or Bankruptcy Resolution further limit the spending.

a. Option A.

i. Without any additional strategic planning beyond the meeting described in **Section E.4** above, Local Governments may spend Opioid Settlement Funds from the list of High-Impact Opioid Abatement Strategies attached as **Exhibit A**. This list is a subset of the initial opioid remediation strategies listed in the National Settlement Agreement.

ii. **Exhibit A** may be modified as set forth in Exhibit D below; provided, however, that any strategy listed on **Exhibit A** must be within the list of opioid remediation activities for the then-current National Settlement Agreement. Opioid remediation activities undertaken under a previously authorized strategy list may continue if they were authorized at the time of the Local Government's commitment to spend funds on that activity.

b. Option B.

i. A Local Government that chooses to participate in additional voluntary, collaborative, strategic planning may spend Opioid Settlement Funds from the broader list of categories found in **Exhibit B**. This list contains all the initial opioid remediation strategies listed in the National Settlement Agreement.

ii. Before spending any funds on any activity listed in **Exhibit B**, but not listed on **Exhibit A**, a Local Government must first engage in the collaborative strategic planning process described in **Exhibit C**. This process shall result in a report and non-binding recommendations to the Local Government's Governing Body described in **Exhibit C** (right-hand column).

iii. A Local Government that has previously undertaken the collaborative strategic planning process described in **Exhibit C** and wishes to continue implementing a strategy listed in **Exhibit B**, but not listed in **Exhibit A**, shall undertake a new collaborative strategic planning process every four years (or more often if desired).

iv. A Local Government that has previously undertaken the collaborative strategic planning process described in **Exhibit C** that wishes to implement a new strategy listed in **Exhibit B** but not listed in **Exhibit A**, shall undertake a new collaborative strategic planning process.

v. Two or more Local Governments may undertake a single collaborative strategic planning process resulting in a report and recommendations to all of the Local Governments involved.

6. Process for drawing from special revenue funds.

   a. Budget item or resolution required. Opioid Settlement Funds can be used for a purpose when the Governing Body includes in its budget or passes a separate resolution authorizing the expenditure of a stated amount of Opioid Settlement Funds for that purpose or those purposes during a specified period of time.

   b. Budget item or resolution details. The budget or resolution should (i) indicate that it is an authorization for expenditure of opioid settlement funds; (ii) state the specific strategy or strategies the county or municipality intends to fund pursuant to Option A or Option B, using the item letter and/or number in **Exhibit A** or **Exhibit B** to identify each funded strategy, and (iii) state the amount dedicated to each strategy for a stated period of time.

7. Coordination group. A coordination group with the composition and responsibilities described in **Exhibit D** shall meet at least once a year during the first three years that this MOA is in effect. Thereafter, the coordination group shall meet at least once every three years until such time as Opioid Settlement Funds are no longer being spent by Local Governments.

F. Auditing, Compliance, Reporting, and Accountability

1. Audits under Local Government Budget and Fiscal Control Act. Local Governments' Opioid Settlement Funds are subject to financial audit by an independent certified public accountant in a manner no less than what is required under G.S. 159-34. Each Local Government must file an annual financial audit of the Opioid Settlement Funds with the Local Government Commission. If any such audit reveals an expenditure inconsistent with the terms of this MOA, the Local Government shall immediately report the finding to the Attorney General.

2. Audits under other acts and requirements. The expenditure of Opioid Settlement Funds is subject to the requirements of the Local Government Budget and Fiscal Control Act, Chapter 159 of the North Carolina General Statutes; Local Government Commission rules; the Federal Single Audit Act of 1984 (as if the Opioid Settlement Funds were federal funds); the State Single Audit Implementation Act; Generally Accepted Government Auditing Standards; and all other applicable laws, rules, and accounting standards. For expenditures for which no compliance audit is required under the Federal Single Audit Act of 1984, a compliance audit shall be required under a compliance supplement approved by the coordination group.

3. Audit costs. Reasonable audit costs that would not be required except for this Section F may be paid by the Local Government from Opioid Settlement Funds..

4. Access to persons and records. During and after the term of this MOA, the State Auditor and Department of Justice shall have access to persons and records related to this MOA and expenditures of Opioid Settlement Funds to verify accounts and data affecting fees or

performance. The Local Government manager/administrator is the point of contact for questions that arise under this MOA.

5. Preservation of records. The Local Government must maintain, for a period of at least five years, records of Opioid Settlement Fund expenditures and documents underlying those expenditures, so that it can be verified that funds are being or have been utilized in a manner consistent with the National Settlement Agreement, any Bankruptcy Resolutions, and this MOA.

6. Reporting.

   a. Annual financial report required. In order to ensure compliance with the opioid remediation provisions of the National Settlement Agreement, any Bankruptcy Resolutions, and this MOA, for every fiscal year in which a Local Government receives, holds, or spends Opioid Settlement Funds, the county or municipality must submit an annual financial report specifying the activities and amounts it has funded.

   b. Annual financial report timing and contents. The annual financial report shall be provided to the North Carolina Attorney General by emailing the report to opioiddocs@ncdoj.gov, within 90 days of the last day of the state fiscal year covered by the report. Each annual financial report must include the information described on **Exhibit E**.

   c. Reporting to statewide opioid settlement dashboard. Each Local Government must provide the following information to the statewide opioid settlement dashboard within the stated timeframes:

      i. The budget or resolution authorizing the expenditure of a stated amount of Opioid Settlement Funds for a specific purpose or purposes during a specified period of time as described in **Section E.6.b** above (within 90 days of the passage of any such budget or resolution);
      ii. If the Local Government is using Option B, the report(s) and non-binding recommendations from collaborative strategic planning described in **Section E.5.b.ii** above and **Exhibit C** (right hand column) (within 90 days of the date the report and recommendations are submitted to the local governing body for consideration);
      iii. The annual financial reports described in Section F.6.a and **Exhibit E** (within 90 days of the end of the fiscal year covered by the report); and
      iv. The impact information described in **Exhibit F** (within 90 days of the end of the fiscal year covered by the report).

      The State will create an online portal with instructions for Local Governments to report or upload each of these four items by electronic means.

d. Copy to NCDOJ of any additional reporting. If the National Settlement Agreement or any Bankruptcy Resolutions require that a Local Government file, post, or provide a report or other document beyond those described in this MOA, or if any Local Government communicates in writing with any national administrator or other entity created or authorized by the National Settlement Agreement or any Bankruptcy Resolutions regarding the Local Government's compliance with the National Settlement Agreement or Bankruptcy Resolutions, the Local Government shall email a copy of any such report, document, or communication to the North Carolina Department of Justice at opioiddocs@ncdoj.gov.

e. Compliance and non-compliance.

i. Every Local Government shall make a good faith effort to comply with all of its reporting obligations under this MOA, including the obligations described in **Section F.6.c** above.

ii. A Local Government that engages in a good faith effort to comply with its reporting obligations under **Section F.6.c** but fails in some way to report information in an accurate, timely, or complete manner shall be given an opportunity to remedy this failure within a reasonable time.

iii. A Local Government that does not engage in a good faith effort to comply with its reporting obligations under this MOA, or that fails to remedy reporting issues within a reasonable time, may be subject to action for breach of contract.

iv. Notwithstanding anything to the contrary herein, a Local Government that is in substantial compliance with the reporting obligations in this MOA shall not be considered in breach of this MOA or in breach of contract.

7. Collaboration. The State and Local Governments must collaborate to promote effective use of Opioid Settlement Funds, including through the sharing of expertise, training, technical assistance. They will also coordinate with trusted partners to collect and share information about successful regional and other high-impact strategies and opioid treatment programs.

G. County Incentive Fund

A Local Government receiving Settlement Proceeds pursuant to **Section B.4.a** shall be an Incentive Eligible Local Government if every municipality in the Local Government's county with population of at least 30,000 has executed this MOA by October 1, 2021, but no later than any such deadline set in the National Settlement Agreement for the highest possible participation in incentive structures for North Carolina. Each Incentive Eligible Local Government shall receive a share of the 5% County Incentive Fund set forth in **Section B.2.iii**, distributed pro rata among only Incentive Eligible Local Governments as set forth in **Exhibit G**. For purposes of the calculations required by this Section, populations will be based on United States Census Bureau's Vintage 2019 population totals, and a municipality with populations in multiple counties will be counted only toward the county which has the largest share of that municipality's population.

H. Effectiveness

1. When MOA takes effect. This MOA shall become effective at the time a sufficient number of Local Governments have joined the MOA to qualify this MOA as a State-Subdivision Agreement under the National Settlement Agreement or any Bankruptcy Resolution. If this MOA does not thereby qualify as a State-Subdivision Agreement, this MOA will have no effect.

2. Amendments to MOA.

    a. Amendments to conform to final national documents. The Attorney General, with the consent of a majority vote from a group of Local Government attorneys appointed by the Association of County Commissioners, may initiate a process to amend this MOA to make any changes required by the final provisions of the National Settlement Agreement or any Bankruptcy Resolution. The Attorney General's Office will provide written notice of the necessary amendments to all the previously joining parties. Any previously joining party will have a two-week opportunity to withdraw from the MOA. The amendments will be effective to any party that does not withdraw.

    b. Coordination group. The coordination group may make the changes authorized in **Exhibit D**.

    c. No amendments to allocation between Local Governments. Notwithstanding any other provision of this MOA, the allocation proportions set forth in **Exhibit G** may not be amended.

    d. General amendment power. After execution, the coordination group may propose other amendments to the MOA, subject to the limitation in **Section H.2.c** above. Such amendments will take effect only if approved in writing by the Attorney General and at least two-thirds of the Local Governments who are Parties to this MOA. In the vote, each Local Government Party will have a number of votes measured by the allocation proportions set forth in **Exhibit G**.

3. Acknowledgement. The Parties acknowledge that this MOA is an effective and fair way to address the needs arising from the public health crisis due to the misconduct committed by the Pharmaceutical Supply Chain Participants.

4. When MOA is no longer in effect. This MOA is effective until one year after the last date on which any Opioid Settlement Funds are being spent by Local Governments pursuant to the National Settlement Agreement and any Bankruptcy Resolution.

5. Application of MOA to settlements and bankruptcy resolutions. This MOA applies to all settlements under the National Settlement Agreement with the Settling Defendants and any Bankruptcy Resolutions. The Parties agree to discuss the use, as the Parties may deem appropriate in the future, of the settlement terms set out herein (after any necessary

amendments) for resolutions with Pharmaceutical Supply Chain Participants not covered by the National Settlement Agreement or a Bankruptcy Resolution.

6. Applicable law and venue. Unless required otherwise by the National Settlement Agreement or a Bankruptcy Resolution, this MOA shall be interpreted using North Carolina law and any action related to the provisions of this MOA must be adjudicated by the Superior Court of Wake County. If any provision of this MOA is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision which can be given effect without the invalid provision.

7. Scope of MOA. The Parties acknowledge that this MOA does not excuse any requirements placed upon them by the terms of the National Settlement Agreement or any Bankruptcy Resolution, except to the extent those terms allow for a State-Subdivision Agreement to do so.

8. No third party beneficiaries. No person or entity is intended to be a third party beneficiary of this MOA.

9. No effect on authority of parties. Nothing in this MOA shall be construed to affect or constrain the authority of the Parties under law.

10. Signing and execution of MOA. This MOA may be signed and executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. A signature transmitted by facsimile or electronic image shall be deemed an original signature for purposes of executing this MOA. Each person signing this MOA represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this MOA, and that all necessary approvals and conditions precedent to his or her execution have been satisfied.

(Signature pages follow.)

Signature pages will be structured as one page for the State of North Carolina, followed by separate signature pages for each county.

These signature pages will also include blanks for the county's municipalities.

To avoid having 101 signature pages in the middle of this file, the signature pages are in a separate document.

EXHIBIT A TO NC MOA:
HIGH-IMPACT OPIOID ABATEMENT STRATEGIES ("OPTION A" List)

In keeping with the National Settlement Agreement, opioid settlement funds may support programs or services listed below that serve persons with Opioid Use Disorder (OUD) or any co-occurring Substance Use Disorder (SUD) or mental health condition.

As used in this list, the words "fund" and "support" are used interchangeably and mean to create, expand, or sustain a program, service, or activity.

1. **Collaborative strategic planning.** Support collaborative strategic planning to address opioid misuse, addiction, overdose, or related issues, including staff support, facilitation services, or any activity or combination of activities listed in Exhibit C to the MOA (collaborative strategic planning).

2. **Evidence-based addiction treatment.** Support evidence-based addiction treatment consistent with the American Society of Addiction Medicine's national practice guidelines for the treatment of opioid use disorder – including Medication-Assisted Treatment (MAT) with any medication approved for this purpose by the U.S. Food and Drug Administration – through Opioid Treatment Programs, qualified providers of Office-Based Opioid Treatment, Federally Qualified Health Centers, treatment offered in conjunction with justice system programs, or other community-based programs offering evidence-based addiction treatment. This may include capital expenditures for facilities that offer evidence-based treatment for OUD. (If only a portion of a facility offers such treatment, then only that portion qualifies for funding, on a pro rata basis.)

3. **Recovery support services.** Fund evidence-based recovery support services, including peer support specialists or care navigators based in local health departments, social service offices, detention facilities, community-based organizations, or other settings that support people in treatment or recovery, or people who use drugs, in accessing addiction treatment, recovery support, harm reduction services, primary healthcare, or other services or supports they need to improve their health or well-being.

4. **Recovery housing support.** Fund programs offering recovery housing support to people in treatment or recovery, or people who use drugs, such as assistance with rent, move-in deposits, or utilities; or fund recovery housing programs that provide housing to individuals receiving Medication-Assisted Treatment for opioid use disorder.

5. **Employment-related services.** Fund programs offering employment support services to people in treatment or recovery, or people who use drugs, such as job training, job skills, job placement, interview coaching, resume review, professional attire, relevant courses at community colleges or vocational schools, transportation services or transportation vouchers to facilitate any of these activities, or similar services or supports.

6. **Early intervention.** Fund programs, services, or training to encourage early identification and intervention for children or adolescents who may be struggling with problematic use of drugs or mental health conditions, including Youth Mental Health

First Aid, peer-based programs, or similar approaches. Training programs may target parents, family members, caregivers, teachers, school staff, peers, neighbors, health or human services professionals, or others in contact with children or adolescents.

7. **Naloxone distribution.** Support programs or organizations that distribute naloxone to persons at risk of overdose or their social networks, such as Syringe Service Programs, post-overdose response teams, programs that provide naloxone to persons upon release from jail or prison, emergency medical service providers or hospital emergency departments that provide naloxone to persons at risk of overdose, or community-based organizations that provide services to people who use drugs. Programs or organizations involved in community distribution of naloxone may, in addition, provide naloxone to first responders.

8. **Post-overdose response team.** Support post-overdose response teams that connect persons who have experienced non-fatal drug overdoses to addiction treatment, recovery support, harm reduction services, primary healthcare, or other services or supports they need to improve their health or well-being.

9. **Syringe Service Program.** Support Syringe Service Programs operated by any governmental or nongovernmental organization authorized by section 90-113.27 of the North Carolina General Statutes that provide syringes, naloxone, or other harm reduction supplies; that dispose of used syringes; that connect clients to prevention, treatment, recovery support, behavioral healthcare, primary healthcare, or other services or supports they need; or that provide any of these services or supports.

10. **Criminal justice diversion programs.** Support pre-arrest or post-arrest diversion programs, or pre-trial service programs, that connect individuals involved or at risk of becoming involved in the criminal justice system to addiction treatment, recovery support, harm reduction services, primary healthcare, prevention, or other services or supports they need, or that provide any of these services or supports.

11. **Addiction treatment for incarcerated persons.** Support evidence-based addiction treatment, including Medication-Assisted Treatment with at least one FDA-approved opioid agonist, to persons who are incarcerated in jail or prison.

12. **Reentry Programs.** Support programs that connect incarcerated persons to addiction treatment, recovery support, harm reduction services, primary healthcare, or other services or supports they need upon release from jail or prison, or that provide any of these services or supports.

EXHIBIT B TO NC MOA:

Additional Opioid Remediation Activities ("OPTION B" List)

This list shall be automatically updated to match the list of approved strategies in the most recent National Settlement Agreement.

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:[1]

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.

2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions.

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.

6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

[1] As used in this Exhibit B, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs.

8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.

10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

11. Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD or mental health conditions, including but not limited to training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

13. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

14. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for or recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.

2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.

3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.

5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.

6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.

7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.

8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.

11. Training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.

12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.

14. Create and/or support recovery high schools.

15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or at risk of developing – OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.

6. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically-appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.

9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

11. Expand warm hand-off services to transition to recovery services.

12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.

15. Engage non-profits and the faith community as a system to support outreach for treatment.

16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice

system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:

a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);

b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;

c. "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;

d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;

e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.

3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison, have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (NAS), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.

3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.

4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.

6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.

7. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.

8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.

10. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).

2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:

a. Increase the number of prescribers using PDMPs;

b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.

7. Increase electronic prescribing to prevent diversion or forgery.

8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund media campaigns to prevent opioid misuse.

2. Corrective advertising or affirmative public education campaigns based on evidence.

3. Public education relating to drug disposal.

4. Drug take-back disposal or destruction programs.

5. Fund community anti-drug coalitions that engage in drug prevention efforts.

6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).

7. Engage non-profits and faith-based communities as systems to support prevention.

8. Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, individuals at high risk of overdose, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.

2. Public health entities that provide free naloxone to anyone in the community.

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.

4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.

5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.

6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.

8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.

9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.

10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.

13. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in sections C, D, and H of this Exhibit relating to first responders, support the following:

1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitation, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local, or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services; to support training and technical assistance; or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to share reports, recommendations, or plans to spend Opioid Settlement Funds; to show how Opioid Settlement Funds have been spent; to report program or strategy outcomes; or to track, share, or visualize key opioid-related or health-related indicators and supports as identified through collaborative statewide, regional, local, or community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection, and evaluation of programs and strategies described in this opioid abatement strategy list.

2. Research non-opioid treatment of chronic pain.

3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.

5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).

7. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.

8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.

9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

EXHIBIT C to NC MOA:
COLLABORATIVE STRATEGIC PLANNING PROCESS UNDER OPTION B

	ACTIVITY NAME	ACTIVITY DETAIL	CONTENT OF REPORT & RECOMMENDATIONS
A	Engage diverse stakeholders	Engage diverse stakeholders, per "ITEM A DETAIL" below, throughout the collaborative strategic planning process	Report on stakeholder engagement per "ITEM A DETAIL" below
B	Designate facilitator	Designate a person or entity to facilitate the strategic collaborative planning process. Consider a trained, neutral facilitator.	Identify the facilitator
C	Build upon any related planning	Build upon or coordinate with prior or concurrent planning efforts that address addiction, drug misuse, overdose, or related issues, including but not limited to community health assessments.	Report any related planning efforts you will build upon or coordinate with
D	Agree on shared vision	Agree on a shared vision for positive community change, considering how strategic investments of Opioid Settlement Funds have the potential to improve community health and well-being and address root causes of addiction, drug misuse, overdose, and related issues	Report on shared vision for positive community change
E	Identify key indicator(s)	Identify one or more population-level measures to monitor in order to gauge progress towards the shared vision. (The NC Opioid Action Plan Data Dashboard contains several such measures.)	Report on the key indicators selected
F	Identify and explore root causes	Explore root causes of addiction, drug misuse, overdose, and related issues in the community, using quantitative data as well as stakeholder narratives, community voices, the stories of those with lived experience, or similar qualitative information	Report on root causes as described
G	Identify and evaluate potential strategies	Identify potential strategies to address root causes or other aspects of the opioid epidemic; identify these strategies (by letter or number) on EXHIBIT A or EXHIBIT B, and consider the effectiveness of each strategy based on available evidence	Identify and evaluate potential strategies
H	Identify gaps in existing efforts	For each potential strategy identified (or for favored strategies), survey existing programs, services, or supports that address the same or similar issues; and identify gaps or shortcomings	Report on survey of and gaps in existing efforts
I	Prioritize strategies	Prioritize strategies, taking into account your shared vision, analysis of root causes, evaluation of each strategy, and analysis of gaps in existing efforts	Report on prioritization of strategies
J	Identify goals, measures, and evaluation plan	For each strategy (or favored strategy), develop goals and an evaluation plan that includes at least one process measure (How much did you do?), at least one quality measure (How well did you do it?), and at least one outcome measure (Is anyone better off?)	Report on goals, measures, and evaluation plan for each chosen strategy
K	Consider ways to align strategies	For each potential strategy identified (or for favored strategies), consider opportunities to braid Opioid Settlement Funds with other funding streams; develop regional solutions; form strategic partnerships; or to pursue other creative solutions	Report on opportunities to align strategies as described
L	Identify organizations	Identify organizations and agencies with responsibility to implement each strategy; and identify the human, material, and capital resources to implement each strategy	Identify organizations and needs to implement each strategy

M	Develop budgets and timelines	Develop a detailed global budget for each strategy with anticipated expenditures, along with timelines for completing components of each strategy	Report budgets and timelines for each strategy
N	Offer recommen-dations	Offer recommendations to local governing body (e.g., the county board, city council, or other local governing body)	Report recommendations to governing body

ITEM A DETAIL: STAKEHOLDER INVOLVEMENT

	STAKE-HOLDERS	DESCRIPTION	CONTENT OF REPORT & RECOMMENDATIONS
A-1	Local officials	County and municipal officials, such as those with responsibility over public health, social services, and emergency services	Report stakeholder involvement (who and how involved in process)
A-2	Healthcare providers	Hospitals and health systems, addiction professionals and other providers of behavioral health services, medical professionals, pharmacists, community health centers, medical safety net providers, and other healthcare providers	same as above
A-3	Social service providers	Providers of human services, social services, housing services, and community health services such as harm reduction, peer support, and recovery support services	same
A-4	Education and employment service providers	Educators, such as representatives of K-12 schools, community colleges, and universities; and those providing vocational education, job skills training, or related employment services	same
A-5	Payers and funders	Health care payers and funders, such as managed care organizations, prepaid health plans, LME-MCOs, private insurers, and foundations	same
A-6	Law enforcement	Law enforcement and corrections officials	same
A-7	Employers	Employers and business leaders	same
A-8	Community groups	Community groups, such as faith communities, community coalitions that address drug misuse, groups supporting people in recovery, youth leadership organizations, and grassroots community organizations	same
A-9	Stakeholders with "lived experience"	Stakeholders with "lived experience," such as people with addiction, people who use drugs, people in medication-assisted or other treatment, people in recovery, people with criminal justice involvement, and family members or loved ones of the individuals just listed	same
A-10	Stakeholders reflecting diversity of community	Stakeholders who represent the racial, ethnic, economic, and cultural diversity of the community, such as people of color, Native Americans, members of the LGBTQ community, and members of traditionally unrepresented or underrepresented groups	same

EXHIBIT D TO NC MOA:
COORDINATION GROUP

COMPOSITION

The Coordination Group shall consist of the following twelve members:

Five Local Government Representatives

- Four appointed by the North Carolina Association of County Commissioners including:
  - One county commissioner
  - One county manager
  - One county attorney
  - One county local health director or consolidated human services director

- One municipal manager appointed by the North Carolina League of Municipalities

Four Experts Appointed by the Department of Health and Human Services

- Four appointed by the Secretary of the Department of Health and Human Services, having relevant experience or expertise with programs or policies to address the opioid epidemic, or with behavioral health, public health, health care, harm reduction, social services, or emergency services.

One Expert Appointed by the Attorney General

- One appointed by the Attorney General of North Carolina from the North Carolina Department of Justice or another state agency, having drug policy or behavioral health experience or expertise.

Two Experts Appointed by Legislative Leaders

- One representative from the University of North Carolina School of Government with relevant expertise appointed by the Speaker of the North Carolina House of Representatives.
- One representative from the board or staff of the North Carolina Institute of Medicine with relevant expertise appointed by the President Pro Tem of the North Carolina Senate.

The coordination group may appoint a non-voting administrator to convene meetings and facilitate the work of the coordination group. The administrator will not be paid from the Opioid Settlement Funds distributed under this MOA.

Appointees shall have relevant experience or expertise with programs or policies to address the opioid epidemic, behavioral health, public health, health care, social services, emergency services, harm reduction, management of local government, or other relevant areas.

Those responsible for making appointments to the coordination group are encouraged to appoint individuals who reflect the diversity of North Carolina, taking into consideration the need for geographic diversity; urban and rural perspectives; representation of people of color and

traditionally underrepresented groups; and the experience and perspective of persons with "lived experience." Those responsible for making appointments may appoint a successor or replace a member at any time. Members of the coordination group serve until they resign or are replaced by the appointer. Eight members of the coordination group constitutes a quorum.

RESPONSIBILITIES

a. As provided in **Section F.2** of the MOA, where no compliance audit would be required under the Federal Single Audit Act of 1984 for expenditures of Opioid Settlement Funds, a compliance audit shall be required under a compliance supplement established by a vote of at least 8 members of the coordination group. The compliance supplement shall address, at least, procedures for determining:

    i. Whether the Local Government followed the procedural requirements of the MOA in ordering the expenditures.

    ii. Whether the Local Government's expenditures matched one of the types of opioid-related expenditures listed in **Exhibit A** of the MOA **(**if the Local Government selected Option A) or **Exhibit B** of the MOA (if the Local Government selected Option B).

    iii. Whether the Local Government followed the reporting requirements in the MOA.

    iv. Whether the Local Government (or sub-recipient of any grant or loan, if applicable) utilized the awarded funds for their stated purpose, consistent with this MOA and other relevant standards.

    v. Which processes (such as sampling) shall be used:
        i. To keep the costs of the audit at reasonable levels; and
        ii. Tailor audit requirements for differing levels of expenditures among different counties.

b. The coordination group may, by a vote of at least 8 members, propose amendments to the MOA as discussed in **Section H** of the MOA or modify any of the following:

    i. The high-impact strategies discussed in **Section E.5** of the MOA and described in **Exhibit A** to the MOA;

    ii. The collaborative strategic planning process discussed in **Section E.5** of the MOA and described in **Exhibit C** to the MOA;

    iii. The annual financial report discussed in **Section F.4** of the MOA and described in **Exhibit E** to the MOA;

    iv. The impact information discussed in **Section F.4** of the MOA and described in **Exhibit F** to the MOA; or

    v. Other information reported to the statewide opioid dashboard.

c. The coordination group may, by consensus or by vote of a majority of members present and voting, work with the parties to this MOA, the North Carolina Association of County Commissioners, the North Carolina League of Municipalities, other associations, foundations, non-profits, and other government or nongovernment entities to provide support to Local Governments in their efforts to effectuate the goals and implement the terms of this MOA. Among other activities, the coordination group may coordinate, facilitate, support, or participate in any of the following activities:

i. Providing assistance to Local Governments in identifying, locating, collecting, analyzing, or reporting data used to help address the opioid epidemic or related challenges, including data referred to in **Exhibit F**;

ii. Developing resources or providing training or technical assistance to support Local Governments in addressing the opioid epidemic and carrying out the terms of this MOA;

iii. Developing pilot programs, trained facilitators, or other resources to support the collaborative strategic planning process described in this MOA;

iv. Developing and implementing a voluntary learning collaborative among Local Governments and others to share best practices in carrying out the terms of this MOA and addressing the opioid epidemic, including in-person or virtual convenings or connections;

v. Developing voluntary leadership training programs for local officials on strategies to address the opioid epidemic, opportunities for Local Governments to harness the ongoing transition to value-based healthcare, and other relevant topics;

vi. Taking other actions that support Local Governments in their efforts to effectuate the goals and implement the terms of this MOA but do not in any way change the terms of this MOA or the rights or obligations of parties to this MOA.

EXHIBIT E TO NC MOA:
ANNUAL FINANCIAL REPORT

Each annual financial report must include the following financial information:

1. The amount of Opioid Settlement Funds in the special revenue fund at the beginning of the fiscal year (July 1).
2. The amount of Opioid Settlement Funds received during the fiscal year.
3. The amount of Opioid Settlement Funds disbursed or applied during the fiscal year, broken down by funded strategy (with any permissible common costs prorated among strategies).
4. The amount of Opioid Settlement Funds used to cover audit costs as provided in Section F.3 of this MOA.
5. The amount of Opioid Settlement Funds in the special revenue fund at the end of the fiscal year (June 30).

All Local Governments that receive two-tenths of one percent (0.2 percent) or more of the total Local Government Allocation as listed in **Exhibit G** shall provide the following additional information:

6. For all Opioid Settlement Funds disbursed or applied during the fiscal year as reported in item 3 above, a single breakdown of the total amount disbursed or applied for all funded strategies during the fiscal year into the following categories:
   a. Human resource expenditures.
   b. Subcontracts, grants, or other payments to sub-recipients involved in implementing of the funded strategies listed item 4 above.
   c. Operational expenditures.
   d. Capital expenditures.
   e. Other expenditures.

7. With respect to item 6.b above, the Local Government shall provide the following information for any sub-recipient that receives ten percent or more of the total amount that the Local Government disbursed or applied during the fiscal year:
   a. The name of the sub-recipient.
   b. The amount received by the sub-recipient during the fiscal year.
   c. A very brief description of the goods, services, or other value provided by the sub-recipient (for example, “addiction treatment services” or “peer-support services” or “syringe service program” or “naloxone purchase”).

The coordination group may clarify or modify specifications for this annual financial report as provided in Exhibit D.

EXHIBIT F TO NC MOA:
IMPACT INFORMATION

Within 90 days of the end of any fiscal year in which a Local Government expends Opioid Settlement Funds, the Local Government shall report impact information for each strategy that it funded with Opioid Settlement Funds during that fiscal year ("funded strategy"), using the STANDARD FORM or the SHORT FORM for each funded strategy.

The STANDARD FORM is recommended to all Local Governments for all funded strategies. However, Local Governments may use the SHORT FORM as follows:

- All Local Governments that receive less than 0.2 percent (two-tenths of one percent) of the total Local Government Allocation as shown on **Exhibit G** may use the SHORT FORM for all funded strategies.

- All Local Governments that receive 0.2 percent (two-tenths of one percent) or more but less than 0.3 percent (three-tenths of one percent) of the total Local Government Allocation as shown on **Exhibit G** must use the STANDARD FORM for the funded strategy that received the largest amount of settlement funds during the fiscal year and may use the SHORT FORM for all other funded strategies.

- All Local Governments that receive 0.3 percent (three-tenths of one percent) or more but less than 0.4 percent (four-tenths of one percent) of the total Local Government Allocation as shown on **Exhibit G** must use the STANDARD FORM for the two funded strategies that received the largest amount of settlement funds during the fiscal year and may use the SHORT FORM for all other funded strategies.

STANDARD FORM

1. County or municipality and fiscal year covered by this report.

2. Name, title, and organization of person completing this report.

3. Name of funded strategy, letter and/or number of funded strategy on **Exhibit A** or **Exhibit B** to the MOA, and number and date of resolution(s) authorizing expenditure of settlement funds on funded strategy.

4. **Brief progress report** describing the funded strategy and progress made during the fiscal year. Recommended length: approximately one page (250 words).

5. **Brief success story** from a person who has benefitted from the strategy (de-identified unless the person has agreed in writing to be identified). Recommended length: approximately one page (250 words).

6. **One or more process measures,** addressing the question, "How much did you do?" Examples: number of persons enrolled, treated, or served; number of participants trained; units of naloxone or number of syringes distributed.

7. **One or more quality measures,** addressing the question, "How well did you do it?" Examples: percentage of clients referred to care or engaged in care; percentage of staff with

certification, qualification, or lived experience; level of client or participant satisfaction shown in survey data.

8. **One or more outcome measures,** addressing the question, "Is anyone better off?" Examples: number or percentage of clients with stable housing or employment; self-reported measures of client recovery capital, such as overall well-being, healthy relationships, or ability to manage affairs; number or percentage of formerly incarcerated clients receiving community services or supports within X days of leaving jail or prison.

9. In connection with items 6, 7, and 8 above, **demographic information** on the participation or performance of people of color and other historically marginalized groups.

The State will provide counties and municipalities with recommended measures and sources of data for common opioid remediation strategies such as those listed in **Exhibit A**.

Counties or municipalities that have engaged in collaborative strategic planning are encouraged to use the measures for items 6 through 8 above identified through that process.

SHORT FORM

1. County or municipality and fiscal year covered by this report.

2. Name, title, and organization of person completing this report.

3. Name of funded strategy, letter and/or number of funded strategy on **Exhibit A** or **Exhibit B** to the MOA, and number and date of resolution(s) authorizing expenditure of settlement funds on strategy.

4. **Brief progress report** describing the funded strategy and progress made on the funded strategy during the fiscal year. Recommended length: approximately one-half to one page (125-250 words).

EXHIBIT G TO NC MOA:
LOCAL GOVERNMENT ALLOCATION PROPORTIONS

Counties:

Alamance	1.378028967612490%
Alexander	0.510007879580514%
Alleghany	0.149090598929352%
Anson	0.182192960366522%
Ashe	0.338639188321974%
Avery	0.265996766935006%
Beaufort	0.477888434887858%
Bertie	0.139468575095652%
Bladen	0.429217809476617%
Brunswick	2.113238507591200%
Buncombe	2.511587857322730%
Burke	2.090196827047270%
Cabarrus	1.669573446626000%
Caldwell	1.276301146194650%
Camden	0.073036400412663%
Carteret	1.128465593852300%
Caswell	0.172920237524674%
Catawba	2.072695222699690%
Chatham	0.449814383077585%
Cherokee	0.782759152904478%
Chowan	0.113705596126821%
Clay	0.224429948904576%
Cleveland	1.119928027749120%
Columbus	1.220936938986050%
Craven	1.336860190247190%
Cumberland	2.637299659634610%
Currituck	0.186778551294444%
Dare	0.533126731273811%
Davidson	1.940269530393250%
Davie	0.513147526867745%
Duplin	0.382785147396895%
Durham	1.797994362444460%
Edgecombe	0.417101939026669%
Forsyth	3.068450809484740%
Franklin	0.500503643290578%
Gaston	3.098173886907710%
Gates	0.079567516632414%
Graham	0.183484561708488%
Granville	0.590103409340146%

Greene	0.123274818647799%
Guilford	3.375015231147900%
Halifax	0.453161173976264%
Harnett	0.988980772198890%
Haywood	0.803315110111045%
Henderson	1.381595087040930%
Hertford	0.206843050128754%
Hoke	0.332485804570157%
Hyde	0.027237354085603%
Iredell	2.115931374540020%
Jackson	0.507757731330674%
Johnston	1.250887468217670%
Jones	0.087966986994631%
Lee	0.653115683614534%
Lenoir	0.604282592625687%
Lincoln	0.926833627125253%
Macon	0.466767666100745%
Madison	0.237776496104888%
Martin	0.232882220579515%
McDowell	0.587544576492856%
Mecklenburg	5.038301259920550%
Mitchell	0.309314151564137%
Montgomery	0.226050543041193%
Moore	0.971739112775481%
Nash	0.845653639635102%
New Hanover	2.897264892001010%
Northampton	0.120996238921878%
Onslow	1.644001364710850%
Orange	1.055839419023090%
Pamlico	0.119936151028001%
Pasquotank	0.374816210815334%
Pender	0.585749331860312%
Perquimans	0.111833180344914%
Person	0.403024296727131%
Pitt	1.369008066415930%
Polk	0.266142985954851%
Randolph	1.525433986174180%
Richmond	0.749132839979529%
Robeson	1.359735343574080%
Rockingham	1.365368837477560%
Rowan	2.335219287913370%
Rutherford	0.928941617994687%
Sampson	0.619513740526226%
Scotland	0.449148274209402%

Stanly	0.724974208589555%
Stokes	0.623953112434303%
Surry	1.410826706091650%
Swain	0.281162928604502%
Transylvania	0.497595509451435%
Tyrrell	0.041440907207785%
Union	1.466702679869700%
Vance	0.536258255282162%
Wake	4.902455667205510%
Warren	0.106390583495122%
Washington	0.074770720453604%
Watauga	0.469675799939888%
Wayne	0.970699333078804%
Wilkes	1.997177160589100%
Wilson	0.646470841490459%
Yadkin	0.562147145073638%
Yancey	0.382114976889272%

Municipalities:

Asheville	0.235814724255298%
Canton	0.011453823221205%
Cary	0.144151645370137%
Charlotte	1.247483814366830%
Concord	0.227455870287483%
Durham	0.380405026684971%
Fayetteville	0.309769055181433%
Gastonia	0.257763823789835%
Greensboro	0.527391696384329%
Greenville	0.162656474659432%
Henderson	0.032253478794181%
Hickory	0.094875835682315%
High Point	0.206428762905859%
Jacksonville	0.095009869783840%
Raleigh	0.566724612722679%
Wilmington	0.119497493968465%
Winston-Salem	0.494459923803644%

RESOLUTION NO. 21-0928-20

A RESOLUTION BY THE TOWN OF APEX APPROVING THE MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

WHEREAS, as of 2019, the opioid epidemic had taken the lives of more than 16,500 North Carolinians, torn families apart, and ravaged communities from the mountains to the coast; and

WHEREAS, the COVID-19 pandemic has compounded the opioid crisis, increasing levels of drug misuse, addiction, and overdose death; and

WHEREAS, the Centers for Disease Control and Prevention estimates the total "economic burden" of prescription opioid misuse alone in the United States is $78.5 billion a year, including the costs of healthcare, lost productivity, addiction treatment, and criminal justice involvement; and

WHEREAS, certain counties and municipalities in North Carolina joined with thousands of local governments across the country to file lawsuit against opioid manufacturers and pharmaceutical distribution companies and hold those companies accountable for their misconduct; and

WHEREAS, representatives of local North Carolina governments, the North Carolina Association of County Commissioners, and the North Carolina Department of Justice have negotiated and prepared a Memorandum of Agreement (MOA) to provide for the equitable distribution of any proceeds from a settlement of national opioid litigation to the State of North Carolina and to individual local governments; and

WHEREAS, Local Governments and the State of North Carolina anticipate a settlement in the national opioid litigation to be forthcoming; and

WHEREAS, by signing onto the MOA, the state and local governments maximize North Carolina’s share of opioid settlement funds to ensure the needed resources reach communities, once a negotiation is finalized, as quickly, effectively, and directly as possible; and

WHEREAS, it is advantageous to all North Carolinians for local governments, including the Town of Apex and its residents, to sign onto the MOA and demonstrate solidarity in response to the opioid epidemic, and to maximize the share of opioid settlement funds received both in the state and local governments to help abate the harm; and

WHEREAS, the MOA directs substantial resources over multiple years to local governments on the front lines of the opioid epidemic while ensuring that these resources are used in an effective way to address the crisis.

NOW, THEREFORE BE IT RESOLVED, the Town of Apex hereby approves the Memorandum of Agreement Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation, and any subsequent settlement funds that may come into North Carolina as a result of the opioid crisis. Furthermore, the Town of Apex authorizes the Town Manager take such measures as necessary to comply with the terms of the MOA and receive any settlement funds, including executing any documents related to the allocation of opioid settlement funds and settlement of lawsuits related to this matter. Be it further resolved copies of this resolution and the signed MOA be sent to opioiddocs@ncdoj.gov

Adopted this the 28th day of September, 2021.

_____

Jacques K. Gilbert, Mayor
Apex Town Council

ATTEST:

_____

Donna B. Hosch, Town Clerk, MMC, NCCMC

(SEAL)

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PUBLIC HEARING

Meeting Date: September 28, 2021

Item Details

Presenter(s): Liz Loftin, Senior Planner

Department(s): Planning and Community Development

Requested Motion

Continued from the August 24, 2021 Town Council meeting. Public Hearing and possible motion to approve Rezoning Application #21CZ15 Chapel Ridge Towns PUD. The applicant, Toll Brothers, Inc., seeks to rezone approximately 21.60 acres from Rural Residential (RR) to Planned Unit Development-Conditional Zoning (PUD-CZ). The proposed rezoning is located at 1412 Olive Chapel Road; 1400, 1401, 1408, 1409 Barnside Lane and Barnside Lane right-of-way.

Approval Recommended?

The Planning and Community Development Departments recommends approval.

The Planning Board held a Public Hearing on August 9, 2021 and unanimously voted to recommend approval of the rezoning with the conditions offered by the applicant.

Item Details

The properties to be rezoned are identified as PINs 0732430661, 0732333570, 0732337537, 0732347080, 0732345135 & Barnside Lane right-of-way.

Attachments

- Staff Report
- Application

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: 1400, 1401, 1408, & 1409 Barnside Lane; 1412 Olive Chapel Road
Applicant/Agent: Toll Brothers, Inc. / Brendie Vega and Ed Tang, WithersRavenel
Owners: Gasiorowski Properties LLC, Kenneth G. and Erica Bunn, Paul A. and Anne H. Cain, Warren R. and Dianne B. Hinson, and Benjamin Arnold and Lesley Ballard Hoch

PROJECT DESCRIPTION:

Acreage: ±21.60 acres
PINs: 0732333570, 0732337537, 0732347080, 0732345135, 0732430661
Current Zoning: Rural Residential (RR)
Proposed Zoning: Planned Unit Development-Conditional Zoning (PUD-CZ)
2045 Land Use Map Designation: Medium Density Residential
Town Limits: ETJ & Inside

Adjacent Zoning & Land Uses:

	Zoning	Land Use
North:	Rural Residential (RR)	Single Family Residential (Chapel Ridge)
South:	Medium Density Conditional Use; Medium Density Residential	Olive Chapel Road; Single Family Residential (Ashley Downs, Ruchdeschel)
East:	Rural Residential (RR)	Single Family Residential (large lot single-family)
West:	Rural Residential (RR), Office & Institutional – Conditional Zoning	Single Family Residential (Chapel Ridge), Office Park (Olive Chapel Professional Park)

EXISTING CONDITIONS:
The site consist of five (5) parcels on the north side of Olive Chapel Road totaling ±21.60 acres. The site has five single family residences, several outbuildings, and Barnside Lane right-of-way.

NEIGHBORHOOD MEETING:
The applicant conducted a neighborhood meeting on March 29, 2021. The neighborhood meeting report is 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 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 is not anticipated to address concerns. Possible long-term solutions may include capping students out to schools with available seats (not very proximate), reassignments, or calendar changes.

2045 LAND USE MAP:
The 2045 Land Use Map designates the properties as Medium Density Residential. The proposed PUD is consistent with the Land Use Map designation.

PLANNED UNIT DEVELOPMENT PLAN:
The applicant is proposing a Planned Unit Development Plan with uses and development standards as follows:

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

Residential:
- Single Family
- Accessory Dwelling Unit
- Townhouse

Non-Residential:
- Utility, minor
- Park, active
- Park, passive

Proposed Design Controls:

Maximum Density: 5.5 units per acre
Maximum Building Height: 45 feet, 3 stories
Maximum Built-Upon Area: 70%

Setbacks

		Proposed PUD-CZ minimum setbacks	MD zoning district minimum setbacks
Single-family	Front	19’ from garage to lot line and 20’ from garage to back of sidewalk	25’
	Side	5’	6’ min/16’ total
	Rear	10’	20’
	Corner side	8’	15’

			HDSF zoning district minimum setbacks
Townhouse, front loaded	Front	19' from garage to lot line and 20' from garage to back of sidewalk	15'
	Side	5'	0' (8' between buildings)
	Rear	10'	15'
	Corner side	8'	15'

Buffers
The proposed PUD meets or exceeds the buffers required by the UDO.

Perimeter Buffers:	UDO Required	Proposed
Northern property boundary	20' Type B	20' Type A
Eastern property boundary	20' Type B	20' Type B
Western property boundary	None	20' Type B*
Southern property boundary	30' Type B	30' Type B

*Additional Buffer Conditions for West Buffer along Chapel Ridge Road

- North and South of the proposed access points, the buffer will be increased to a 20' Type A buffer. No buffer will be provided along the Colonial Pipeline easement due to planting restrictions.
- Between the two access points, an opaque fence will be placed either along the buffer or aligned with backs of units.

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 Residential Master Subdivision Plan submittal. The following conditions shall apply:

1. Vinyl siding is not permitted; however, vinyl windows, decorative elements and trim are permitted.
2. The roofline cannot be a single mass; it must be broken up horizontally and vertically between every unit.
3. Garage doors must have windows, decorative details or carriage-style adornments on them.
4. Entrances for units with front-facing single-car garages shall have a prominent covered porch/stoop area leading to the front door.
5. Building facades shall have horizontal relief achieved by the use of recesses and projections.
6. The visible side of a townhome on a corner lot facing the public street shall contain at least 3 decorative elements such as, but not limited to, the following elements:
    - Windows
    - Bay window
    - Recessed window
    - Decorative window
    - Trim around the windows
    - Wrap-around porch or side porch
    - Two or more building materials

- Decorative brick/stone
- Decorative trim
- Decorative shake
- Decorative air vents on gables
- Decorative gable
- Decorative cornice
- Column
- Portico
- Balcony
- Dormer

Affordable Housing:
Prior to final plat approval, developer shall make a one-time donation to the Apex Affordable Housing fund in an amount equal to $215.00 per residential lot on the final plat.

NATURAL RESOURCE AND ENVIRONMENTAL DATA:

Resource Conservation Area
The Chapel Ridge Towns PUD is north and east of NC 540 and outside of Apex Peakway and is therefore required to provide 20% of the gross site as RCA. If any mass grading occurs in the PUD, that portion of the project will be required to provide an additional 5% RCA. They propose to meet these requirements.

Tree Replanting
Existing deciduous trees greater than 18" in diameter (DBH), as identified in the tree survey, that are removed by site development shall be replaced by planting a 1.5" caliper native tree from the Town of Apex Design and Development Manual as a street tree or as other required landscaping. Excess required tree replacement will occur in common open space areas.

Parking
The parking requirements of the Town of Apex UDO Section 8.3 will be met.

Public Facilities
All public facilities and infrastructure shall comply with the Town of Apex Sewer and Water Master Plans and the Town of Apex Standards and Specifications. Public facilities include:

Water/Sanitary Sewer:
Sewer is no directly available and will require an extension. This will flow to Beaver Creek Pump Station. A capacity study will be required at Construction Document phase. Water extension along the frontage will be required. Currently, there is water on Chapel Ridge that goes to Olive Chapel Professional Park.

Other Utilities:
Electric and gas service currently existing on-site and will be improved. Telephone and cable shall be provided by the builder as coordinated with the appropriate utility companies.

Stormwater Management
The properties in the PUD are located in the Primary Watershed Overlay District and the Beaver Creek Basin. The properties do not contain any FEMA designated 100-year flood plain. This project

is located within the Upper Beaver Creek basin and will be required to attenuate the 1-year, 10-year, and 25-year storms.

APEX TRANSPORTATION PLAN/ACCESS and CIRCULATION:
The Site will require an internal public roadway network and parking spaces. The onsite transportation circulation system shall be consistent with the Town of Apex Transportation Plan and the Town of Apex Standard Specifications and Standard Details. The following conditions shall apply:

1. The Developer will provide frontage improvements on Olive Chapel Road, maintaining the existing westbound through lane, widening for a 6' bike lane, constructing curb and gutter along with 5' sidewalk, and ROW dedication for half of the ultimate 110' ROW, measured 55' from centerline. The existing two way left turn lane shall be restriped as needed to serve eastbound left turns at the proposed access.
2. There will be a deceleration taper at the site access on westbound Olive Chapel Road with 50' of full width deceleration lane and 50' taper.
3. The Developer will provide frontage improvements on Chapel Ridge Road based on a minimum 27' curb and gutter roadway with 5' sidewalks and ROW dedication a minimum of 30' from roadway centerline.

Pedestrian Facilities

1. The development plan will incorporate sidewalk infrastructure along Olive Chapel Road and Chapel Ridge Road as well as on both sides of the internal street network.

ENVIRONMENTAL ADVISORY BOARD
The Environmental Advisory Board held a meeting with the applicant on February 18, 2021 and accepted the following recommendations as proposed by the applicant.

EAB Suggested Condition	Applicant's Response
The developer shall provide pedestrian-friendly connections to the future Beaver Creek greenway expansion and surrounding neighborhoods.	Included
Install signage near environmentally sensitive areas	Included
Increase biodiversity	Included
Implement green infrastructure	Included
Include landscaping that requires less irrigation and chemical use	Included
Include solar conduit in building design	Included
The homebuilder will provide EV charging outlets as an upgrade option to individual units	Included
Install pet waste stations	Included
Include energy efficient lighting in building design	Included

PARKS, RECREATION, AND CULTURAL RESOURCES ADVISORY COMMISSION:
The Parks, Recreation, and Cultural Resources Advisory Commission reviewed this item at their May 26, 2021 meeting and unanimously recommended a fee-in-lieu for the project. The fee rate will be set at the time of Town Council approval and is based on 127 single family attached units.

PLANNING BOARD RECOMMENDATION:
The Planning Board held a Public Hearing on August 9, 2021 and unanimously voted to recommend approval of the rezoning with the conditions offered by the applicant.

PLANNING STAFF RECOMMENDATION:
Planning staff recommends approval of rezoning #21CZ15 Chapel Ridge Towns PUD with the conditions 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 Medium Density Residential. The proposed PUD is consistent with that land use classification.

Approval of the rezoning is reasonable and in the public interest because the site provides increased perimeter buffers, higher planting standards, and sidewalk infrastructure along Olive Chapel Road.

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.

Legislative Considerations

The Town Council shall find the Planned Unit Development-Conditional Zoning (PUD-CZ) designation demonstrates compliance with the following standards. 2.3.3.F:

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.

Rezoning #21CZ15
Beckett Crossing
Clark Farm Rd
Chapel Ridge
Chapel Ridge
Barnside Ln
540
NC 540 Hwy SB
NC 540 Hwy NB
Olive Chapel Professional Park
540 Flex and Business Park
Chapel Ridge Rd
Olive Chapel Rd
Ashley Downs
Pearson Farms
Olde Walker Mill Rd
Patterson Grove Rd
Chenworth Dr
Ashbark Ct
Ashley Downs Dr
July 2021
May 2021 Aerial Photography
Prepared by: Town of Apex Planning Department
0
250
500
Feet

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 #: 21CZ15 Submittal Date: 5-3-21

Fee Paid $ paid Check # credit card

PETITION TO AMEND THE OFFICIAL ZONING DISTRICT MAP

Project Name: Chapel Ridge Towns

Address(es): 1409, 1401, 1408, 1400 Barnside Lane 1412 Olive Chapel Road

PIN(s) 0732333570, 0732337537, 0732345135, 0732347080, 0732430661

Acreage: 21.6

Current Zoning: RR Proposed Zoning: PUD-CZ

Current 2045 LUM Designation: Medium Density Residential

Requested 2045 LUM Designation: Medium Density Residential

See next page for LUM amendment

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

Area classified as mixed use: Acreage:

Area proposed as non-residential development: Acreage:

Percent of mixed use area proposed as non-residential: Percent:

Applicant Information

Name: Toll Bros, Inc

Address: 900 Perimeter Park Drive, Suite B3

City: Morrisville State: NC Zip: 27560

Phone: 919-801-6851 E-mail: jwestmoreland@tollbrothers.com

Owner Information

Name: See Attached, Multiple

Address:

City: State: Zip:

Phone: E-mail:

Agent Information

Name: WithersRavenel

Address: 115 Mackenan Dr

City: Cary State: NC Zip: 27511

Phone: 919-535-5212 E-mail: bvega@withersravenel.com

Other contacts: Ed Tang, etang@withersravenel.com

Jason Barron, jbarron@morningstarlawgroup.com

PLANNED UNIT DEVELOPMENT APPLICATION

Application #: 21CZ15 Submittal Date: 5-3-21

2045 LAND USE MAP AMENDMENT (if applicable)

The applicant does hereby respectfully request the Town Council amend the 2045 Land Use Map. In support of this request, the following facts are shown:

The area sought to be amended on the 2045 Land Use Map is located at:

N/A None requested

Current 2045 Land Use Classification:

Proposed 2045 Land Use Classification:

What conditions justify the passage of the amendment to the 2045 Land Use Map? Discuss the existing use classifications of the subject area in addition to the adjacent land use classifications.

Owner Information

PIN	ADDRESS	OWNER	ACREAGE
0732333570	1121 PEMBERTON HILL RD APEX NC 27502-4280	GASIOROWSKI PROPERTIES LLC	6.10
0732337537	1401 BARNSIDE LN APEX NC 27502-8501	CAIN, PAUL A CAIN, ANNE H	4.01
0732347080	1400 BARNSIDE LN APEX NC 27502-8501	HINSON, WARREN R HINSON, DIANNE B	3.26
0732345135	1408 BARNSIDE LN APEX NC 27502-8501	BUNN, KENNETH G. BUNN, ERICA CHRISTINE	3.33
0732430661	1412 OLIVE CHAPEL RD APEX NC 27502-8511	HOCH, BENJAMIN ARNOLD HOCH, LESLEY BALLARD	4.46
BARNSIDE LANE R/W		NCDOT	.40

AGENT AUTHORIZATION FORM

Application #: 21CZ15 Submittal Date: 5-3-2021

Warren Hinson and Dianne Hinson is the owner* of the property for which the attached application is being submitted:

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

The property address is: 1400 Barnside Lane, Apex NC, 27502

The agent for this project is: WithersRavenel

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

Agent Name: WithersRavenel, Brendie Vega/ Ed Tang

Address: 137 S Wilmington St, Ste 200, Raleigh, NC 27601

Telephone Number: 919-656-8976

E-Mail Address: bvega@withersravenel.com, etang@withersravenel.com

Signature(s) of Owner(s)*

DocuSigned by: Warren Hinson
D954A81E4F884F8...
Warren Hinson — 4/30/2021
Type or print name — Date

DocuSigned by: Dianne Hinson
D46F796505B6458...
Dianne Hinson — 4/30/2021
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 #: 21CZ15 Submittal Date: 5-3-2021

Paul Cain and Anne Cain is the owner* of the property for which the attached application is being submitted:

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

The property address is: 1401 Barnside Lane, Apex NC, 27502

The agent for this project is: WithersRavenel

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

Agent Name: WithersRavenel, Brendie Vega/ Ed Tang

Address: 137 S Wilmington St, Ste 200, Raleigh, NC 27601

Telephone Number: 919-656-8976

E-Mail Address: bvega@withersravenel.com, etang@withersravenel.com

Signature(s) of Owner(s)*

DocuSigned by: Paul Cain
305C014BA24B4BC...
Paul Cain — 4/29/2021
Type or print name — Date

DocuSigned by: Anne Cain
93141A3A971E43D...
Anne Cain — 4/29/2021
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 #: 21CZ15 Submittal Date: 5-3-2021

Kenneth Bunn and Erica Bunn is the owner* of the property for which the attached application is being submitted:

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

The property address is: 1408 Barnside Lane, Apex NC, 27502

The agent for this project is: WithersRavenel

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

Agent Name: WithersRavenel, Brendie Vega/ Ed Tang

Address: 137 S Wilmington St, Ste 200, Raleigh, NC 27601

Telephone Number: 919-656-8976

E-Mail Address: bvega@withersravenel.com, etang@withersravenel.com

Signature(s) of Owner(s)*

DocuSigned by:
Kenneth Bunn
F3C8E594BD0024B6...

Kenneth Bunn — Type or print name — 4/29/2021 — Date

DocuSigned by:
Erica Bunn
3112B234F972477...

Erica Bunn — Type or print name — 4/29/2021 — 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.

DocuSign Envelope ID: 9DAE7FF2-AF31-4BC6-A712-8260E5298339

AGENT AUTHORIZATION FORM

Application #: 21CZ15 Submittal Date: 5-3-2021

John Gasiorowski is the owner* of the property for which the attached application is being submitted:

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

The property address is: 1409 Barnside Lane, Apex, NC 27502

The agent for this project is: WithersRavenel

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

Agent Name: WithersRavenel, Brendie Vega/ Ed Tang

Address: 137 S Wilmington St, Ste 200, Raleigh, NC 27601

Telephone Number: 919-656-8976

E-Mail Address: bvega@withersravenel.com, etang@withersravenel.com

Signature(s) of Owner(s)*

DocuSigned by:
John Gasiorowski
893B6C0675DA4B8...

4/28/2021

Type or print name — Date

Type or print name — Date

Attach additional sheets if there are additional owners.

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

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

AGENT AUTHORIZATION FORM

Application #: 21CZ15 Submittal Date: 5-3-2021

Ben Hoch and Lesley Hoch is the owner* of the property for which the attached application is being submitted:

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

The property address is: 1412 Olive Chapel Road, Apex, NC 27502

The agent for this project is: WithersRavenel

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

Agent Name: WithersRavenel, Brendie Vega/ Ed Tang

Address: 137 S Wilmington St, Ste 200, Raleigh, NC 27601

Telephone Number: 919-656-8976

E-Mail Address: bvega@withersravenel.com, etang@withersravenel.com

Signature(s) of Owner(s)*

DocuSigned by:
Ben Hoch
D4A8BA272DDA4F1...

4/28/2021

Type or print name Date

DocuSigned by:
Lesley Hoch
0B516D040972493...

4/28/2021

Type or print name Date

Attach additional sheets if there are additional owners.

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

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

AFFIDAVIT OF OWNERSHIP

Application #: # 21CZ15 Submittal Date: 5/3/21

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

1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the sole owner, or is the authorized agent of all owners, of the property located at 1409, 1401, 1408, 1400 Barnside Lane 1412 Olive Chapel Road and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").

2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.

3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated _____, and recorded in the Wake County Register of Deeds Office on _____, in Book _____ Page _____.

4. If Affiant is the authorized agent of the owner(s) of the Property, Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).

5. If Affiant is the owner of the Property, from the time Affiant was deeded the Property on _____, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on _____, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.

This the 3 day of May, 2021.

Brendie Vega (seal)

Brendie Vega
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 Brendie Vega, Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's _____, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.

JERI CHASTAIN PEDERSON
Notary Public
Wake County, North Carolina
My Commission Expires
March 10, 2024
[NOTARY SEAL]

Jeri Chastain Pederson
Notary Public
State of North Carolina
My Commission Expires: 3/10/2024

AFFIDAVIT OF OWNERSHIP: EXHIBIT A – LEGAL DESCRIPTION

Application #: #21CZ15 Submittal Date: 5/3/21

Insert legal description below.

See attached

#21CZ15 Legal Description

Beginning at an existing iron pipe on the eastern right of way of Chapel Ridge Rd (50' Public R/W), said pipe having NC grid coordinates (NAD 83 – 2011) of N=724,296.53, E=2,033,345.72, thence from said beginning point South 83°24'52" East 567.88 feet to an existing iron pipe, thence South 83°21'57" East 99.74 feet to an existing iron pipe, thence South 06°32'09" West 153.92 feet to an existing iron pipe, thence South 73°20'32" East 112.24 feet to an existing iron pipe, thence South 51°49'45" East 259.77 feet to an existing iron pipe, thence South 17°49'15" West 448.39 feet to an existing iron pipe, thence South 06°52'59" West 114.60 feet to an existing iron pipe on the northern right of way of Olive Chapel Road (SR 1160) (Public Variable R/W), thence with said right of way South 81°11'19" West 253.55 feet to an existing iron pipe, thence South 81°09'09" West 256.96 feet to an existing iron pipe, thence South 81°34'12" West 538.21 feet to a new iron pipe, thence South 81°52'03" West 43.17 feet to a new iron pipe, thence leaving said right of way along a curve to the right having a radius of 30.00 feet, an arc length of 51.52 feet, and a chord bearing and distance of North 48°56'05" West 45.42 feet to a new iron pipe on the eastern right of way of Chapel Ridge Road (50' Public R/W), thence with said right of way along a curve to the right having a radius of 177.00 feet, an arc length of 140.62 feet, and a chord bearing and distance of North 23°01'22" East 136.95 feet to a new iron pipe, thence North 45°46'57" East 115.00 feet to a new iron pipe, thence along a curve to the left having a radius of 244.00 feet, an arc length of 253.38 feet, and a chord bearing and distance of North 16°01'55" East 242.15 feet to a new iron pipe, thence along a curve to the right having a radius of 374.54 feet, an arc length of 158.98 feet, and a chord bearing and distance of North 01°33'27" West 157.79 feet to a new iron pipe, thence North 10°36'09" East 78.30 feet to a new iron pipe, thence North 10°36'09" East 95.00 feet to a new iron pipe, thence North 10°46'29" East 230.80 feet to a new iron pipe, thence along a curve to the right having a radius of 400.00 feet, an arc length of 108.42 feet, and a chord bearing and distance of North 18°11'52" East 108.09 feet to the point and place of beginning, containing 21.569 acres (939,562 Sq Ft) more or less.

#21CZ15

WAKE COUNTY PUBLIC SCHOOL SYSTEM

Wake County Residential Development Notification

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

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

Please send any questions about this form to:

studentassignment-gis-group@wcpss.net

Developer Company *Information*	
Company *Name*	Toll Bros., Inc
Company Phone *Number*	919-321-4800
Developer Representative *Name*	Jeff Westmoreland
Developer Representative *Phone Number*	919-321-4800
Developer Representative *Email*	jwestmoreland@tollbrothers.com

New Residential Subdivision *Information*	
Date of Application for Subdivision	05.03.2021 (Rezoning)
City, Town or Wake County Jurisdiction	Town of Apex
Name of Subdivision	Chapel Ridge Towns
Address of Subdivision (if unknown enter nearest cross streets)	Intersection of Olive Chapel Road and Chapel Ridge Road
REID(s)	0732-33-3570, 0732-33-7537, 0732-34-5135, 0732-34-7080, 0732-43-0661
PIN(s)	0157888, 0157887, 0157885, 0157886, 0104759

Projected Dates *Information*	
Subdivision *Completion Date*	Q3 - 2025
Subdivision *Projected First Occupancy Date*	Q3 - 2023

Lot by Lot Development *Information*

Unit Type	Total # of Units	Senior Living	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	Square Foot Range		Price Range		Anticipated Completion Units & Dates					
								Min	Max	Low	High	Year	# Units	Year	# Units	Year	# Units
Single Family																	
Townhomes	120 (3 BR)							2200	2400	TBD	TBD	2023	30	2024	60	2025	30
Condos																	
Apartments																	
Other																	

Revised 08/10/2018

CERTIFIED LIST OF NEIGHBORING PROPERTY OWNERS

Application #: #21CZ15 Submittal Date: 5-3-21

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

	Owner's Name	PIN
1.	See attached	
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		

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

Date: 7/9/2021 By: Brendie Vega

COUNTY OF WAKE STATE OF NORTH CAROLINA

Sworn and subscribed before me, Kathyn B. Cockrell, a Notary Public for the above State and County, on this the 9th day of July, 2021.

Kathyn B. Cockrell
Notary Public

Kathyn B. Cockrell
Print Name

SEAL

KATLYN B. COCKRELL
NOTARY PUBLIC
WAKE COUNTY, N.C.
My Commission Expires 11/08/2022

My Commission Expires: 11/08/2022

PIN	Property Owner	Mailing Address
Applicant	Brendie Vega	137 S Wilmington St #200 Raleigh, NC 27601
Client	Toll Brothers	14529 Grand Palisades Parkway Charlotte, NC 28278
732432148	Abdul Raouf & Sandhya Chalke	22756 Highcrest Cir Brambleton VA 20148
732431210	David & Laura Kuntarich	1001 Wild Sonnet Ct Apex, NC 27502
732339147	Brian & Perdana Freitas	1000 Ashley Downs Dr. Apex NC 27502
732338134	Dwayne Dickson	1002 Tribble Gate Ct Apex, NC 27502
732337079	William Pickering & Jessica Lynn Varson Mincher	1004 Tribble Gate Ct Apex, NC 27502
732336072	William & Pamela Barfield	1004 Double Spring Ct Apex, NC 27502
732336121	Michael and Trudie Laches	1006 Double Spring Ct Apex, NC 27502
732335130	Tien Nong & Nham Nguyen	1008 Double Spring Ct Apex, NC 27502
732334047	Sumeet & Vinita Kochar	717 Manassas Gap Pl Cary, NC 27519
732324938	Mohammed Hassan & Israt Fatema	1005 Double Spring Ct Apex, NC 27502
732323917	Todd & Jennifer Savard	1501 Olive Chapel Rd Apex, NC 27502
732322948	Paul Aiman & Kezia Johnas	1505 Olive Chapel Rd Apex, NC 27502
732321976	Britt Schuman-Humber & Gregoire Humbert	1509 Olive Chapel Rd Apex, NC 27502
732321905	Ganesh & Sushima Rao	1513 Olive Chapel Rd Apex, NC 27502
732320934	Sebastian Thomas & Maria Ramondino	1517 Olive Chapel Rd Apex, NC 27502
732229953	Heather Dashnau & Panagoitis Kampanakis	1521 Olive Chapel Rd Apex, NC 27502
732228956	Jessie & Regina House	1702 Ashbark Ct Apex, NC 27502
732227949	Erick Contreras-Blanco & Tyler Wilson	1704 Ashbark Ct Apex, NC 27502
732324950	Wendy Moravec	1003 Double Spring Ct Apex, NC 27502
732326858	Joseph & Elizabeth Avigliano	1403 Ashley Downs Dr Apex, NC 27502
732327829	Kashiram & Mangala Shere	1302 Ashley Downs Dr Apex, NC 27502
732327999	Thomas & Sally Pepsny	1003 Tribble Gate Ct Apex, NC 27502
732339048	Maurice Propst	1002 Ashley Downs Dr Apex, NC 27502
732432055	Matthew Cook & Premlata Vaishnava	1005 Wild Sonnet Ct Apex, NC 27502
732422942	Virgil Jr. & April Wall	1004 Wild Sonnet Ct Apex, NC 27502
732420976	Randolph & Candace Martindale	1000 Wild Sonnet Ct Apex, NC 27502
732435158	Osvaldo & Beatriz Mottesi	1001 Patterson Grove Rd Apex, NC 27502
732443421	Charles & Iris Pope	1408 Olive Chapel Rd Apex, NC 27502
732347395	Sara Grover & David Prestrud	1313 Chapel Ridge Rd Apex, NC 27502
732342436	Raymond & Rita Boykin	1500 Clark Farm Rd Apex, NC 27502
732340146	Mojo Property Management LLC	2755 E Franklin Blvd Gastonia, NC 28056

732239874	Olive Chapel Professional Park LLC	1121 Pemberton Hill RD Apex, NC 27502
732239577	Olive Chapel Professional Park LLC	1121 Pemberton Hill RD Apex, NC 27502
732238377	Olive Chapel Professional Park LLC	1121 Pemberton Hill RD Apex, NC 27502
732331404	Olive Chapel Professional Park LLC	1121 Pemberton Hill RD Apex, NC 27502
732238148	Olive Chapel Professional Park LLC	1121 Pemberton Hill RD Apex, NC 27502
732249026	Olive Chapel Professional Park LLC	1121 Pemberton Hill RD Apex, NC 27502
732235461	540 Flex & Business Park LLC	2509 Southwinds Run Apex, NC 27502
732348563	Russ & Kristal Overton	1305 Chapel Ridge Rd Apex, NC 27502
732343658	Stephen & Jill Brown	1304 Chapel Ridge Rd Apex, NC 27502

Instruction Packet and Affidavit for
Electronic Neighborhood Meetings

Town of Apex
Planning Department
PO Box 250
Apex, NC 27502

T: 919-249-3426
F: 919-249-3338

This packet consists of instructions and templates for conducting a required Electronic Neighborhood Meeting during times when in-person gatherings are restricted. Planning Department staff are available to advise you in the preparation of these materials. Call the Planning Department at (919) 249-3426 for more information.

WHAT IS THE PURPOSE OF A NEIGHBORHOOD MEETING?

A neighborhood meeting is a required form of community outreach to receive initial feedback regarding certain project types prior to submittal to the Planning Department per the standards found in UDO Sec. 2.2.7. The intention of the meeting is to initiate neighbor communication and identify issues and concerns early on and provide the applicant an opportunity to address neighbor concerns about the potential impacts of the project prior to submitting an application. A neighborhood meeting is valid for six (6) months prior to the submission of an application; a delay in submission requires a new neighborhood meeting.

WHEN IS A NEIGHBORHOOD MEETING REQUIRED?

- Rezonings (including Planned Unit Developments);
- Major Site Plans;
- Residential Master Subdivision Plans (excluding exempt subdivisions); or
- Special Use Permits

INSTRUCTIONS

Prior to submitting an application for a Rezoning, Major Site Plan, Residential Master Subdivision Plan (excluding exempt subdivisions), or Special Use Permit, the applicant must conduct at least one (1) Electronic Neighborhood Meeting as indicated below. The applicant shall submit all forms included in this packet with the initial application submittal.

Whenever feasible, an in-person Neighborhood Meeting following all of the requirements of the standard Neighborhood Meeting procedures shall be held prior to public hearing by the Planning Board and/or Town Council or approval by Technical Review Committee, as appropriate. Feasibility shall be determined by the Planning Director, taking into account the regularly published schedule, length of delay caused by ongoing emergency declarations, amount of public interest expressed during the electronic neighborhood meeting and afterwards, and any other pertinent information that would show that a particular project warrants an in-person neighborhood meeting prior to public hearings and/or approval.

The Electronic Neighborhood Meeting must be held in accordance with the following rules:

These groups and individuals must be invited to the meeting:

- The applicant is required to notify the Planning Department, all property owners within 300 feet of the subject property, and any neighborhood association that represents citizens in the area via first class mail a minimum of 10 days in advance of the neighborhood meeting, not including the day of mailing. The applicant shall use their own return address on the envelopes as the meeting is a private meeting between the applicant and the neighbors.
- The applicant shall include [illegible]ting notice a vicinity map in addition to the "mailed materials" requirements be

The meeting must be held within specific timeframes and meet certain requirements:

- During emergency declarations and/or limits on size of gatherings and social distancing, the meeting must be held as follows prior to application submittal:
    - Electronically via an interactive online video conferencing software such as Microsoft Teams, Zoom, WebEx, or any similar platform of the applicant's choice for a minimum of two (2) hours, Monday through Thursday, during the 5:00 p.m. - 9:00 p.m. time period. The meeting cannot be held on Town recognized holidays (which coincide with the State of North Carolina recognized holidays).
- An attendance sheet must be used log known attendees at the electronic meeting. Note if no one attended.
- Mailed materials requirements:

  In addition to a vicinity map, the following documents shall be mailed with the meeting notice:
    - For rezonings (excluding rezonings to PUD-CZ, TND-CZ and MEC-CZ), an existing zoning map of the area must be provided to help facilitate discussion.
    - For rezonings to PUD-CZ, TND-CZ and MEC-CZ; Major Site Plans; Residential Master Subdivision Plans; and Special Use Permits, preliminary plans of the proposed development must be provided to help facilitate discussion. Neighbors may request emailed copies of the maps or plans from the applicant by contacting the applicant and requesting such; applicant shall provide reduced copies upon request.
    - Contact information for the applicant's representative and Town Staff must be provided on the attached "Project Contact Information" form.
    - "Common Construction Issues & Who to Call" sheet (attached) must be included.
    - A copy of the mailed materials must be included as part of the Neighborhood Meeting report.
- The agenda for the Electronic Neighborhood Meeting shall include:
    - Explanation of all processes the meeting is being held for (rezoning, subdivision, etc.).
    - Explanation of future meetings (additional neighborhood meetings, Planning Board, Town Council, etc.).
    - Explanation of development proposal – uses and conditions for rezonings, layout for subdivision and site plans, and builder/end user if known/public knowledge.
- Questions or concerns by virtual attendees, and responses by the applicant, if any, must be noted. The applicant shall also include any questions and concerns received via written correspondence (such as email) or phone call along with responses provided by the applicant during the Electronic Neighborhood Meeting and in the Neighborhood Meeting Report.
- The applicant shall be responsible for notifying any neighbors who request to be kept up-to-date of any additional neighborhood meetings and the actual submittal date to the Town with a link to the Town of Apex's Interactive Development Map.

For accountability purposes, please submit the following with your application:

- A copy of the letter mailed to neighbors and neighborhood organizations (use attached invitation template);
- A list of those persons and neighborhood organizations invited to the meeting;
- A copy of the attendance sheet for the Electronic Neighborhood Meeting (use attached attendance sheet template);
- A summary of the meeting and a list of any changes made to the project as a result of the neighborhood comments (use attached meeting summary template);
- The affidavit, signed, dated, and notarized (use attached affidavit template); and
- One reduced copy of the m[illegible]ans provided in the mailing.

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.

03/15/2021
Date

Dear Neighbor:

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

1409, 1401, 1408, 1400 Barnside Lane 1412 Olive Chapel Road
Address(es)

0732333570, 0732337537, 0732345135, 0732347080, 0732430661
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
☒	Rezoning (including Planned Unit Development)	Town Council
☐	Major Site Plan	Town Council (QJPH*)
☐	Special Use Permit	Town Council (QJPH*)
☐	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 proposal is to rezone the subject site to a Planned Unit Development with Single-Family, Townhouses, and Accessory Dwelling Units.

Estimated submittal date: _____

MEETING INFORMATION:

Property Owner(s) name(s):	Gasiorowski Properties LLC, Paul and Anne Cain, Kenneth and Erica Christine Bunn, Warren and Dianne Hinson, Benjamin and Arnold Hoch, and Lesley Ballard
Applicant(s):	Brendie Vega
Contact information (email/phone):	919-535-5212 bvega@withersravenel.com
Electronic Meeting invitation/call in info:	
Date of meeting**:	03/29/2021
Time of meeting**:	5:30 PM - 7:30 PM

MEETING AGENDA TIMES:

Welcome: 5:30 PM Project Presentation: 5:45 PM Question & Answer: 6:15 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.

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: Chapel Ridge Towns Zoning: RR

Location:

Property PIN(s): 0732333570, 0732337537, 0732345135, 0732347080, 0732430661 Acreage/Square Feet: 21.6 acres

Property Owner:

Address:

City: State: Zip:

Phone: Email:

Developer:

Address:

City: State: Zip:

Phone: Fax: Email:

Engineer:

Address:

City: State: Zip:

Phone: Fax: Email:

Builder (if known):

Address:

City: State: Zip:

Phone: Fax: Email:

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

Town of Apex Department Contacts

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

Providing Input to Town Council:

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

Private Agreements and Easement Negotiation:

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

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

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

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

Documentation:

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

COMMON CONSTRUCTION ISSUES & WHO TO CALL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ELECTRONIC NEIGHBORHOOD MEETING ATTENDANCE SHEET

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

Meeting Format: Webex

Date of meeting: 03/29/2021 Time of meeting: 5:30-7:30

Property Owner(s) name(s): See Attached

Applicant(s): Brendie Vega

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

	NAME/ORGANIZATION	ADDRESS	PHONE #	EMAIL	SEND PLANS & UPDATES
1.	See Attached				
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					

Use additional sheets, if necessary.

PIN	Property Owner	Mailing Address
Applicant	Brendie Vega	137 S Wilmington St #200 Raleigh, NC 27601
Client	Toll Brothers	14529 Grand Palisades Parkway Charlotte, NC 28278
732432148	Abdul Raouf & Sandhya Chalke	22756 Highcrest Cir Brambleton VA 20148
732431210	David & Laura Kuntarich	1001 Wild Sonnet Ct Apex, NC 27502
732339147	Brian & Perdana Freitas	1000 Ashley Downs Dr. Apex NC 27502
732338134	Dwayne Dickson	1002 Tribble Gate Ct Apex, NC 27502
732337079	William Pickering & Jessica Lynn Varson Mincher	1004 Tribble Gate Ct Apex, NC 27502
732336072	William & Pamela Barfield	1004 Double Spring Ct Apex, NC 27502
732336121	Michael and Trudie Laches	1006 Double Spring Ct Apex, NC 27502
732335130	Tien Nong & Nham Nguyen	1008 Double Spring Ct Apex, NC 27502
732334047	Sumeet & Vinita Kochar	717 Manassas Gap Pl Cary, NC 27519
732324938	Mohammed Hassan & Israt Fatema	1005 Double Spring Ct Apex, NC 27502
732323917	Todd & Jennifer Savard	1501 Olive Chapel Rd Apex, NC 27502
732322948	Paul Aiman & Kezia Johnas	1505 Olive Chapel Rd Apex, NC 27502
732321976	Britt Schuman-Humber & Gregoire Humbert	1509 Olive Chapel Rd Apex, NC 27502
732321905	Ganesh & Sushima Rao	1513 Olive Chapel Rd Apex, NC 27502
732320934	Sebastian Thomas & Maria Ramondino	1517 Olive Chapel Rd Apex, NC 27502
732229953	Heather Dashnau & Panagoitis Kampanakis	1521 Olive Chapel Rd Apex, NC 27502
732228956	Jessie & Regina House	1702 Ashbark Ct Apex, NC 27502
732227949	Erick Contreras-Blanco & Tyler Wilson	1704 Ashbark Ct Apex, NC 27502
732324950	Wendy Moravec	1003 Double Spring Ct Apex, NC 27502
732326858	Joseph & Elizabeth Avigliano	1403 Ashley Downs Dr Apex, NC 27502
732327829	Kashiram & Mangala Shere	1302 Ashley Downs Dr Apex, NC 27502
732327999	Thomas & Sally Pepsny	1003 Tribble Gate Ct Apex, NC 27502
732339048	Maurice Propst	1002 Ashley Downs Dr Apex, NC 27502
732432055	Matthew Cook & Premlata Vaishnava	1005 Wild Sonnet Ct Apex, NC 27502
732422942	Virgil Jr. & April Wall	1004 Wild Sonnet Ct Apex, NC 27502
732420976	Randolph & Candace Martindale	1000 Wild Sonnet Ct Apex, NC 27502
732435158	Osvaldo & Beatriz Mottesi	1001 Patterson Grove Rd Apex, NC 27502
732443421	Charles & Iris Pope	1408 Olive Chapel Rd Apex, NC 27502
732347395	Sara Grover & David Prestrud	1313 Chapel Ridge Rd Apex, NC 27502
732342436	Raymond & Rita Boykin	1500 Clark Farm Rd Apex, NC 27502
732340146	Mojo Property Management LLC	2755 E Franklin Blvd Gastonia, NC 28056

732239874	Olive Chapel Professional Park LLC	1121 Pemberton Hill RD Apex, NC 27502
732239577	Olive Chapel Professional Park LLC	1121 Pemberton Hill RD Apex, NC 27502
732238377	Olive Chapel Professional Park LLC	1121 Pemberton Hill RD Apex, NC 27502
732331404	Olive Chapel Professional Park LLC	1121 Pemberton Hill RD Apex, NC 27502
732238148	Olive Chapel Professional Park LLC	1121 Pemberton Hill RD Apex, NC 27502
732249026	Olive Chapel Professional Park LLC	1121 Pemberton Hill RD Apex, NC 27502
732235461	540 Flex & Business Park LLC	2509 Southwinds Run Apex, NC 27502
732348563	Russ & Kristal Overton	1305 Chapel Ridge Rd Apex, NC 27502
732343658	Stephen & Jill Brown	1304 Chapel Ridge Rd Apex, NC 27502

Chapel Ridge Neighborhood Meeting - WebEx Attendance Record

	FirstName	LastName	Email	Address 1	City	State	Zip Code
1	*Jason*	*Barron*	[redacted]				
2	*Brendie*	*Vega*					
3	*Ben*	*Mayo*					
4	*Jeff*	*Westmoreland*					
5	Charles	& Iris Pope		1408 Olive Chapel Road	Apex	NC	27502
6	Cindy	Cindy Thomas					
7	Sara	Grover		1313 Chapel Ridge Rd	Apex	NC	27502
8	Ken	& Erica Bunn		1408 Barnside Ln	Apex	NC	27502
9	Laura	Kuntarich		1001 Wild Sonnet Ct	Apex	NC	27502
10	Will	Pickering					
11	Greg	humbert					
12	Heather	Dashnau			Nc	27502	
13	Russ	Overton					
14	David	Prestrud			Apex	NC	27502
15	Jess	Mincher					
16	rita	boykin		1500 clark farm road	apex	NC	27502

SUMMARY OF DISCUSSION FROM THE ELECTRONIC NEIGHBORHOOD MEETING

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

Property Owner(s) name(s): See Attached

Applicant(s): Brendie Vega

Contact information (email/phone): bvega@withersravenel.com (919) 535.5212

Meeting Format: Webex

Date of meeting: 03/29/2021 Time of meeting: 5:30-7:30

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

Question/Concern #1:

See Attached

Applicant's Response:

Question/Concern #2:

Applicant's Response:

Question/Concern #3:

Applicant's Response:

Question/Concern #4:

Applicant's Response:

Chapel Ridge Tracts

Neighborhood Meeting

Date: March 29, 2021

Time: 5pm – 7pm

Location: Webex - https://withersravenel.com/meeting/chapel-ridge-neighborhood-meeting/

Representatives in Attendance:

- Jason Barron, Morningstar Law
- Jeff Westmoreland, Toll Bros.
- Brendie Vega, WithersRavenel
- Ben Mayo, WithersRavenel

Brendie Vega welcomed everyone to the neighborhood meeting and invited participants to ask Questions in the Q&A option and we would get to them.

1. Can you send this recording out after the meeting?
   A recording will be available in a few days at the same website where you signed up. https://withersravenel.com/meeting/chapel-ridge-neighborhood-meeting/
2. Will there be a pool and will neighboring properties get access to this community pool?
   No anticipation of a pool in the development. Neighborhood of this size will have outdoor amenities, but no plan to incorporate a pool.
3. Where will development add sidewalks and trails?
   Sidewalk will be added along frontage of the site shared with Chapel Ridge Road. Sidewalk will also be added along Olive Chapel. Residential streets will have sidewalks on both sides of the streets.
4. How will developer assist with impact to schools and schools being at capacity?
   The developer is aware but is unable to dictate the development of school facilities. Wake County Public Schools System is in charge of this specific detail. Toll Brothers does not have the ability to control, but hopes the Town of Apex can work with Wake County. Adequate facilities ordinances are not permitted in NC.
5. What zoning density are you proposing?
   5.5 dwelling units per acre
6. How will you ensure you do not make it more difficult to turn out of Chapel Ridge Estates development?
   Development of the site will include access sites from Chapel Ridge Road. During the Permitting stage, the Town will be studying access points. Olive Chapel is NCDOT road. There will be additional traffic using Chapel Ridge Road but it will be studied.
7. Will you be willing to build North Beaver Creak trail?
   We will go to Parks and Rec advisory Board as a part of the project.
8. Do you already own or have contracts to buy all of these parcels?
   We do not own the parcels, but we have them under contract.

9. How many years of construction would you expect? When would you anticipate being fully sold out / built with all 116 townhomes?
   The site should be completed in year 2026. Permitting will start 2022, site construction will start the end of the year. Townhomes will start construction in 2023 through 2025.
10. Do we have to type all the questions???
    No. We wanted to go through the questions that were put in first.
11. Will there be limitations on development activity, i.e. nights, holidays, and weekends when adjacent homeowners are more likely to be affected?>
    The Town of Apex has noise ordinance that construction must follow. There is also a construction schedule that all builders must follow.
12. What conditions are you offering? Specifically what is above minimum Apex standards?
    That will be an evolving conversation. Initial conditions to start the process will be maximum development density and intensity. There will be architectural standards.
    a. *We will be adding conditions as the project evolves*
    b. *Architectural*
    c. *Density*
    d. *Standard off the shelf condition*
    e. *EAB – host of recommendations*
13. Our drive is along the eastern border of the proposed development. Will there be any interruption of our access?
    We do not anticipate a vehicular connection to the other site in this location because of the environmentally sensitive features.
14. My wife and I own the property directly to the north and own most of the pond. We're extremely concerned, not only about the impact during construction, but more importantly, what Toll Brothers plans to do relative to liability and providing a barrier between the pond and future residents. And what are the implications of two entities owning portions of a single pond?
    - *We are willing to work with neighbor to see how we can prevent this from becoming and attractive nuisance.*
15. What's your story to the Apex staff and Council?
    - What is special about this project?
    - What if anything should compel Apex Council to approve your project?

    Big picture the town will be looking to the land use plan to see if this is consistent with the Town's land use plans. This is a special project to the current Apex Town Council directs their interests such as affordable housing, environmental advisory board, architectural conditions.
16. Are you only building townhomes or adding some single family units too? will you be building a tree buffer on olive chapel road side?
    A 30' tree buffer is required on Olive Chapel Road. The zoning case will establish whether single family detached and townhomes. Toll Brothers plans for exclusive townhomes.
17. What price range will the townhomes be priced at?
    Approx *$385,000 per unit*
18. Will the townhomes have garages, on street parking, or both?
    Garages for every unit in this location. Parking Pads will be incorporated for guest parking.
19. Will you be establishing a sidewalk?

Yes there is a proposed sidewalk that lines the road.
Traffic Signal? *To be determined.*
Extending site? *The boundaries of the site exist today and the boundaries will continue to be as the development progresses.*

20. Why are there 3 access points?
    They are required by the Town based on number of dwelling units.
    More access points mean less congestion.
21. What are accessory dwelling units?
    There are no proposed accessory dwelling units.
22. So Toll will only develop these properties if they are townhomes?
    That is correct.
23. The access point on Chapel Ridge closest to Olive Chapel is in a dangerous location - curve and drainage issue there also.
    Understood. These arrows are conceptual, they are designed to inform everyone to expect the access points.
24. Russ Overton, long list of questions – will send a long list for 8 – 10 of the questions.
    a. Chapel Ridge Road State maintained road. Don't align with the new entrances with the new office park.
    b. State is also involved in this process.
    c. Toll Bros ever developed a portion of a larger subdivision?
        i. *This is probably a new type of project taking an existing subdivision and assembling part of it to a new project.*
    d. Subdivision Sign moved to Bunn property, would like to have it moved and given to the existing property owners. Monument sign? Yes, it is a concrete block/brick?
    Concrete brick block, at the intersection.
    e. Timeline to close. How long will properties stay vacant? Trying to avoid an attractive nuisance.
        i. *Once CDs are approved will start demo. The homes will not be vacant for an extended period of time. The intention is not to have a vacancy period.*
    f. Demo would be normal part of the construction activities, not at the time of taking possession.
    It will be, they will essentially be demoed in order about the same time.
    g. Will construct site in one phase.
    There will not be phases in construction.
    h. Three story townhomes (Towns at North Salem an example of type)
    i. 4/5/6 units per building to allow for adaptation to the site
    j. Increase the buffer, or a fence along the properties that are currently existing.
    k. Gas easement incorporated on the site?
    The Town suggested that we may use it as a play lawn and talk to gas company to make sure its doable.
    l. Connecting the water line?
    No connection will be made on Olive Chapel Road. Water lines are to be determined.
    m. Retaining walls? Do not want to see a 30' retaining wall – would like to see it tiered walls or height limits. Does Apex have a tiering requirement?

No determined placement of the retaining walls. Prices increase as the height increases, so walls will not be drastically tall.

n. Olive Chapel Road will that be the feature entrance? Monument signage?
Primary access for the folks travelling from the East. There are no specific plans, as the access points are to be determined.

o. Are there any plans for construction traffic? Money in escrow to help pay for potholes that NCDOT is not responsive to. Keep traffic from cutting through to Beaver Creek.
We will take a look at that.

p. Traffic Study? The traffic engineers make assumptions, but it has been more. Would like to have some input.
Noted.

q. Not a lot of tree canopy, what will you be saving?
We will be saving existing tree canopy in riparian areas and perimeter of site.

r. Trash pick-up?
Apex will pick up trash.

s. Cluster mailboxes internal to the site.
We will take a look.

t. Housing Affordability a concern of the Council?
It is definitely. It is considered a big picture problem the Town is trying to resolve.

u. Concerns around noise with tree buffers along Olive Chapel already being thin.
Noted.

25. 25-year storm is required in this area, can you go further?
Would not be allowed to discharge into the pond. It would need to be biodetained prior to going to the pond.
26. It is a bit early to have a developed subdivision plan. Have some predictability.
It is early, but there is a possibility as conversation evolves as zoning is determined.
27. Conceptual vehicular Access point, will there be a traffic light?
It will not have a stoplight.
28. What are your proposed perimeter buffers?
Buffers will comply with the Town of Apex UDO.
29. What can be developed over/on Gas Easement?
Will have to discuss options with gas company as to what is allowed.
30. What will have to be along Chapel Ridge Road regarding utility connections?
No connections will be made on Olive Chapel Road. Connections are planned for the other side of the property. Water lines are TBD.
31. Please keep the subdivisions recreation/community gathering spaces internal/central to your site. Please do not place anything along an edge or abutting/adjacent to existing Olive Chapel properties, including cluster mailbox locations to be respectfully to neighbors regarding noise.
Concerns have been noted.
32. I would prefer to see buffers above the minimums along the northern most property boundary and adjacent to homeowner in Chapel Ridge Subdivision.
Buffers will comply with Town of Apex UDO, but some natural features may add to the buffers.
33. Why do vehicular access point onto Chapel Ridge Road not aligned with other intersections? Why 2?

Arrows are conceptual. Discussions will need to be had with the town as to the alignment.

34. What are your stormwater plans?
    Design has not yet be determined.
35. What year storm are you designing for?
    25 year storm at a minimum, would consider adding more
36. How much new impervious surface will be added?
    Still to be determined.
37. Are you considering wet ponds, dry ponds, underground, etc?
    Design is still in progress.
38. How will the existing pond be protected?
    No discharge into the pond. Also protected by current buffer.
39. Does Apex have a requirement of planting trees back?
    Condition to plant back any trees over 18" that are removed.
40. What is the timeline for approval from the town?
    May 3rd submittal, with July/August approval for zoning. 4 mo process for Master Subdivision submittal and 4 mo process for construction drawing submittal.

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

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

I, Brendie Vega, do hereby declare as follows:
Print Name

1. I have conducted an Electronic Neighborhood Meeting for the proposed Rezoning, Major Site Plan, Residential Master Subdivision Plan, or Special Use Permit in accordance with UDO Sec. 2.2.7 *Neighborhood Meeting*.

2. The meeting invitations were mailed to the Apex Planning Department, all property owners within 300 feet of the subject property and any neighborhood association that represents citizens in the area via first class mail a minimum of 10 days in advance of the Electronic Neighborhood Meeting.

3. The meeting was conducted via Webex virtual confernece (indicate format of meeting) on 03/29/2021 (date) from 5:30 pm (start time) to 7:30 pm (end time).

4. I have included the mailing list, meeting invitation, attendance sheet issue/response summary, and zoning map/reduced plans with the application.

5. I have prepared these materials in good faith and to the best of my ability.

7/9/2021
Date

By: Brendie Vega

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Kathyn B. Cockrell, a Notary Public for the above State and County, on this the 9th day of July, 2021.

SEAL

KATLYN B. COCKRELL
NOTARY PUBLIC
WAKE COUNTY, N.C.
My Commission Expires 11/08/2022

Kathyn B. Cockrell
Notary Public

Kathyn B. Cockrell
Print Name

My Commission Expires: 11/08/2022

WithersRavenel
Our People. Your Success.

RE: CHAPEL RIDGE TOWNS – REZONING #21-CZ-15

Dear Resident:

Please find enclosed an invitation for a neighborhood meeting on **July 29, 2021** to be held virtually by WebEx from **5pm to 7pm**. You can join by computer, smartphone, tablet or other internet enabled device at the meeting link (this will first take you to a registration):

https://withersravenel.webex.com/withersravenel/j.php?MTID=m5e195d9382058fdb70fa59ccc6de8419

To join by phone you can dial in toll-fee and use the access code:

+1-415-655-0001 US Toll
Access code: 161 418 7082

Normally you would have received notice of a neighborhood meeting before we submitted our rezoning request to the Town of Apex. Unfortunately, due to a change in how iMaps calculated buffer distance and generated mailing labels, you and two other addresses were left off our notices for our initial neighborhood meeting. The initial e was held on Monday, March 29, 2021 from 5-7 pm. A recording of that meeting can be viewed on the webpage:
https://withersravenel.com/meeting/chapel-ridge-neighborhood-meeting/

Our project submittal to the Town of Apex can be viewed on their website (this may not be the latest submittal):
https://www.apexnc.org/DocumentCenter/View/35535/21CZ15?bidId=
Please send me an email if you'd like a copy of the most recent submittal.

The neighborhood meeting scheduled for July 29th will only be for the 3 addresses that were inadvertently left off the original mailing. If you are unable to attend the meeting, would like to talk outside of the meeting, or have any other questions or concerns, please do not hesitate to contact me.
bvega@withersravenel.com or 919-535-5212

We sincerely apologize that you were not initially notified, we were disappointed when the Town of Apex staff notified us of the error earlier this month. We have been informed that the Town has updated their notification policy so these errors are avoided in the future. If you have questions for the Town, the Planner on the rezoning case is Liz Loftin: Liz.Loftin@apexnc.org or 919-249-3439.

Sincerely,
WithersRavenel

Brendie Vega

Brendie Vega, ACIP, CNU-A
Director of Planning

0732228864NAVY, FRANK NAVY, CECILIA1700 ASHBARK CT
732340602SHERRY, DAVID D SHERRY, ETHEL V1512 CLARK FARM RD
0732439867SLATE, LYNN S SLATE, TERRY E1310 OLIVE CHAPEL RD

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.

07/29/2021
Date

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

1409, 1401, 1408, 1400 Barnside Lane 1412 Olive Chapel Road
Address(es)

0732333570, 0732337537, 0732345135, 0732347080, 0732430661
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
☒	Rezoning (including Planned Unit Development)	Town Council
☐	Major Site Plan	Town Council (QJPH*)
☐	Special Use Permit	Town Council (QJPH*)
☐	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 proposal is to rezone the subject site to a Planned Unit Development with Single-Family, Townhouses, and Accessory Dwelling Units.

Estimated submittal date: Submitted May 3, 2021 - Anticipated hearing dates: Aug 9 Planning Board, Aug 24 Town Council

MEETING INFORMATION:	
Property Owner(s) name(s):	Gasiorowski Properties LLC, Paul and Anne Cain, Kenneth and Erica Christine Bunn, Warren and Dianne Hinson, Benjamin and Arnold Hoch, and Lesley Ballard
Applicant(s):	Brendie Vega
Contact information (email/phone):	919-535-5212 bvega@withersravenel.com
Electronic Meeting invitation/call in info:	Webex +1-415-655-0001 US Toll Access code: 161 418 7082
Date of meeting**:	07/29/2021
Time of meeting**:	5:00 PM - 7:00 PM

MEETING AGENDA TIMES:
Welcome: 5:00 PM Project Presentation: 5:15 PM Question & Answer: 5:45 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.

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: Chapel Ridge Towns Zoning: RR to PUD

Location: 1409, 1401, 1408, 1400 Barnside Lane 1412 Olive Chapel Road

Property PIN(s): 0732333570, 0732337537, 0732345135, 0732347080, 0732430661 Acreage/Square Feet: 21.6 acres

Property Owner: See Attached

Address:

City: State: Zip:

Phone: Email:

Developer: Toll Brothers

Address: 14529 Grand Palisades Parkway

City: Charlotte State: NC Zip: 28278

Phone: 704-430-9392 Fax: Email:

Engineer: Ben Mayo

Address: 115 Mackenan Dr

City: Cary State: NC Zip: 27511

Phone: 919-238-0341 Fax: Email: bmayo@withersravenel.com

Builder (if known): Toll Brothers

Address: 14529 Grand Palisades Parkway

City: Charlotte State: NC Zip: 28278

Phone: 704-430-9392 Fax: Email: drossi@tollbrothers.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

ELECTRONIC NEIGHBORHOOD MEETING ATTENDANCE SHEET

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

Meeting Format: _____

Date of meeting: _____ Time of meeting: _____

Property Owner(s) name(s): _____

Applicant(s): _____

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

	NAME/ORGANIZATION	ADDRESS	PHONE #	EMAIL	SEND PLANS & UPDATES
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					

Use additional sheets, if necessary.

SUMMARY OF DISCUSSION FROM THE ELECTRONIC NEIGHBORHOOD MEETING

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

Property Owner(s) name(s): _____

Applicant(s): _____

Contact information (email/phone): _____

Meeting Format: _____

Date of meeting: _____ Time of meeting: _____

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

Question/Concern #1:

_____

_____

Applicant's Response:

_____

_____

_____

Question/Concern #2:

_____

_____

Applicant's Response:

_____

_____

_____

Question/Concern #3:

_____

_____

Applicant's Response:

_____

_____

_____

Question/Concern #4:

_____

_____

Applicant's Response:

_____

_____

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

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

I, Brendie Vega, do hereby declare as follows:
Print Name

1. I have conducted an Electronic Neighborhood Meeting for the proposed Rezoning, Major Site Plan, Residential Master Subdivision Plan, or Special Use Permit in accordance with UDO Sec. 2.2.7 *Neighborhood Meeting*.

2. The meeting invitations were mailed to the Apex Planning Department, ~~all property~~ 3 owners within 300 feet of the subject property ~~and any neighborhood association that represents citizens in the area via~~ first class mail a minimum of 10 days in advance of the Electronic Neighborhood Meeting. BV

3. The meeting was conducted via WebEx Virtual (indicate format of meeting) on 07/29/2021 (date) from 5 pm (start time) to 7 pm (end time).

4. I have included the mailing list, meeting invitation, attendance sheet issue/response summary, and zoning map/reduced plans with the application.

5. I have prepared these materials in good faith and to the best of my ability.

8/2/2021
Date

By: Brendie Vega

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Lezlie B. Mull, a Notary Public for the above State and County, on this the 2 day of August, 2021.

SEAL

LEZLIE B MULL NOTARY PUBLIC WAKE COUNTY, NC

Lezlie B. Mull
Notary Public

Lezlie B. Mull
Print Name

My Commission Expires: 07/14/2022

PIN	ADDRESS	OWNER	ACREAGE
0732333570	1121 PEMBERTON HILL RD APEX NC 27502-4280	GASIOROWSKI PROPERTIES LLC	6.10
0732337537	1401 BARNSIDE LN APEX NC 27502-8501	CAIN, PAUL A CAIN, ANNE H	4.01
0732347080	1400 BARNSIDE LN APEX NC 27502-8501	HINSON, WARREN R HINSON, DIANNE B	3.26
0732345135	1408 BARNSIDE LN APEX NC 27502-8501	BUNN, KENNETH G. BUNN, ERICA CHRISTINE	3.33
0732430661	1412 OLIVE CHAPEL RD APEX NC 27502-8511	HOCH, BENJAMIN ARNOLD HOCH, LESLEY BALLARD	4.46
BARNSIDE LANE R/W		NCDOT	.40

CHAPEL RIDGE TOWNS

PLANNED UNIT DEVELOPMENT

May 3, 2021
June 6, 2021 – 2nd Submittal
July 9, 2021 – 3rd Submittal
August 2, 2021 Planning Board Submittal
August 18, 2021 Town Council Submittal
September 20, Town Council Submittal

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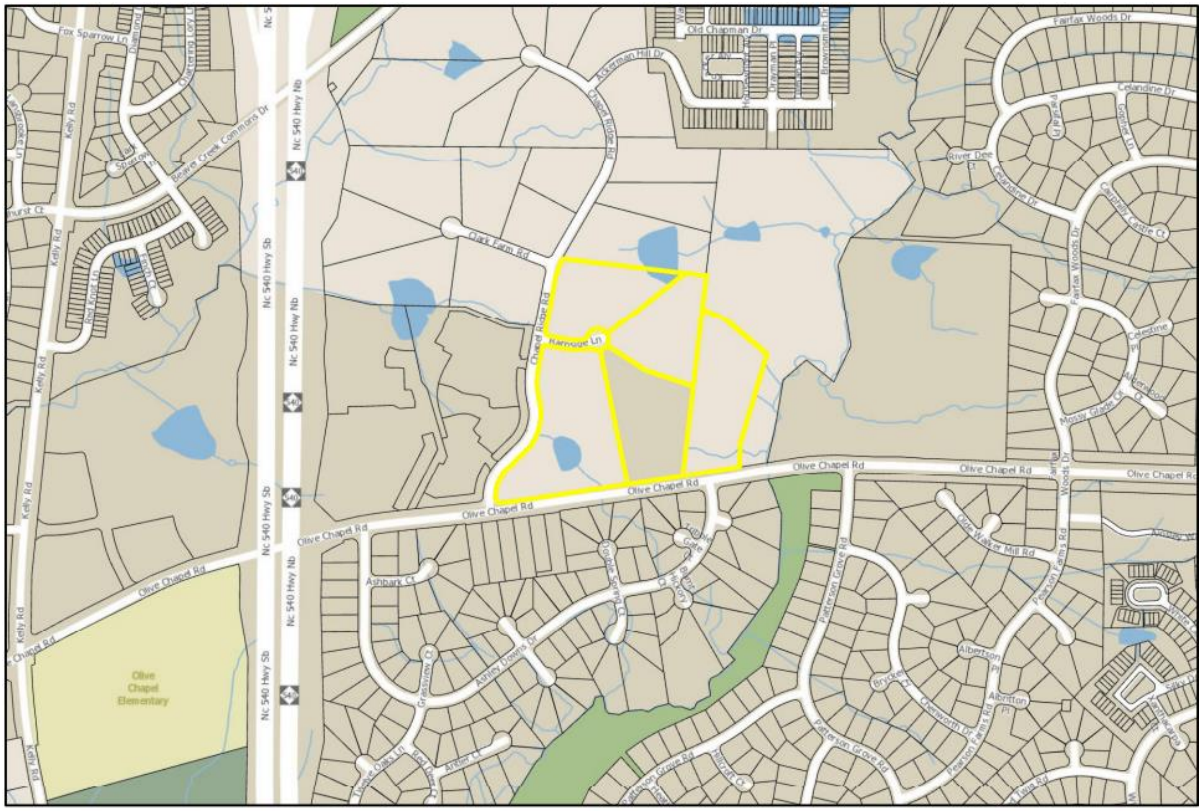
VICINITY MAP



PROJECT INFORMATION

Name of Project	Chapel Ridge Towns
PIN(s)	0732333570, 0732337537, 0732347080, 0732345135, 0732430661
Preparer Information	WithersRavenel 115 MacKenan Drive, Cary, NC 27511 Phone: 919.469.3340 Fax: 919.467.6008 Email: bvega@withersravenel.com bmayo@withersravenel.com Attn: Brendie Vega, AICP, CNU-A Ben Mayo, PE
Contract Purchaser	Toll Bros. Inc 900 Perimeter Park Drive, Suite B3, Morrisville, NC 27560 (919) 321-4800 Attn: Jeff Westmoreland, PLA
Attorney	Morningstar Law Group 421 Fayetteville St, Suite 530, Raleigh, NC 27601 (919)590-0371 Attn: Jason L. Barron, Partner
Traffic Consultant	Exult Engineering 304-F West Millbrook Road Raleigh, NC 27609 Attn: Lisa Lundeen, PE
Current Zoning Designation	Rural Residential (RR)
Proposed Zoning Designation	Planned Unit Development (PUD-CZ)
Current 2045 Land Use Map Designation	Medium Density Residential
Proposed 2045 Land Use Map Designation	Medium Density Residential
Area of Tracts (ac.)	21.17 Parcel Area 0.40 Barnside Lane R/W 21.57 Total Rezoning

LIST OF USES

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

Residential	Non-Residential
Single-Family	Utility, Minor
Accessory Apartment	Park, Active
Townhouse	Park, Passive
	Greenway

PURPOSE STATEMENT

The Chapel Ridge Towns PUD meets the standards of the Town of Apex UDO Sections 2.3.4.F.1.iv-vi as follows:

- The PD Plan encourages cluster and compact development to the greatest extent possible. The PD plan will be interrelated and linked internally and externally by pedestrian ways, bikeways and other transportation systems.
- Sidewalks are provided on all streets throughout the subdivision, as well as sidewalk that will be installed on the frontage of Chapel Ridge and Olive Chapel Road.
- Cul-de-sacs will be avoided and instead will provide connectivity in the form of connections to existing roads and provide stubs to future connection points.
- The development is compatible with the character of the site, where a change to existing land use patterns in the area has increased the surrounding densities and introduced non-residential uses.
- The site will be across from a proposed transit stop and is walkable to many shopping opportunities in the area.
- The PD Plan proposes architectural standards that are exceptional and provide high quality while incorporating energy saving features.

The Chapel Ridge Towns PD Plan meets the Legislative Considerations as defined in the Town of Apex UDO Sections 2.3.3.F.1-10:

- The PD Plan is consistent with the 2045 Land Use Map, which has identified this area as Medium Density Residential which allows for Single-family homes, duplexes, and townhomes.
- The proposed plan is consistent with the changing character of the neighborhood. The Town's adopted 2045 plans, are demonstrative of the changes that have occurred and are proposed for this area.
- The Zoning district supplemental standards do not apply to the uses that have been listed in the List of Uses.
- Adverse impacts will be minimal since there are currently residences in this location that are served by private services. Annexation into the Town will provide the new subdivision with trash, public water and sewer, and Town of Apex public safety services.
- While not yet designed, the subdivision will incorporate recommendations made by the Environmental Advisory Board to minimize environmental impacts.
- The proposed Conditional Zoning District uses will meet the UDO's requirements for public improvement. The introduction of public water and sewer to a neighborhood currently served by multiple wells and septic systems will improve the facilities on the site as well as to the adjoining parcels. Several of the existing homes contain underground propane tanks, which will be removed. Improvements made to the existing infrastructure as well as new infrastructure will improve the public facilities. A fee-in-lieu will be provided to the Town of Apex for parks and recreation, while other public services will benefit from the tax base provided by the increased tax value of the current properties.
- The proposed District will meet or exceed the Town's requirements which are meant to protect the health, safety and welfare of the Town and ETJ residents.
- There will be no substantial detriment to the adjacent properties. The addition of residential at a slightly higher density than what is existing will not be a substantial detriment to adjacent properties.
- The use will not constitute a nuisance or hazard as residential uses are inherently intended for the use, enjoyment and safety of residents in their homes.
- The proposed Conditional Zoning district use will meet or exceed the applicable provisions of the Ordinance except where noted in this document and as permitted by the Conditional Zoning process.

DESIGN CONTROLS

Intensity and Density

Maximum Density (du/Acre)	5.5 du/acre		
Maximum Dwelling Units	116		
Maximum Height of Buildings	45 feet, 3 stories		
Setbacks, Townhome:	Front: 19' from garage to lot line and 20' from garage to back of sidewalk	Side: 0' 8' Building to Building	Rear: 5'
		Corner Side: 8'	
Setbacks, Single Family:	Front: 19' from garage to lot line and 20' from garage to back of sidewalk	Side: 5'	Rear: 10'
		Corner Side: 8'	
Amount and Percentage of Built Upon Area Allowed	70%		
Amount and Percentage of Proposed Built Upon Area (Max)	70% Maximum		

Perimeter Buffers

North	20' Type A Buffer
East	20' Type B Buffer
South	30' Type B Buffer
West	20' Type B Buffer

Additional Buffer Conditions for West Buffer Along Chapel Ridge Road

- North and South of the proposed access points, the buffer will be increased to a 20' Type A Buffer. *No buffer will be provided along the Colonial Pipeline easement due to planting restrictions.
- Between the two access points, an opaque fence will be placed either along the buffer or aligned with backs of units.

ARCHITECTURAL CONTROLS

1. Vinyl siding is not permitted; however, vinyl windows, decorative elements and trim are permitted.
2. The roofline cannot be a single mass; it must be broken up horizontally and vertically between every unit.
3. Garage doors must have windows, decorative details or carriage-style adornments on them.
4. Entrances for units with front-facing single-car garages shall have a prominent covered porch/stoop area leading to the front door.
5. Building facades shall have horizontal relief achieved by the use of recesses and projections.
6. The visible side of a townhome on a corner lot facing the public street shall contain at least 3 decorative elements such as, but not limited to, the following elements:

- Windows
- Bay window
- Recessed window
- Decorative window
- Trim around the windows
- Wrap-around porch or side porch
- Two or more building materials
- Decorative brick/stone
- Decorative trim
- Decorative shake
- Decorative air vents on gables
- Decorative gable
- Decorative cornice
- Column
- Portico
- Balcony
- Dormer

SIGNAGE

All signage on the Chapel Ridge Towns site will comply with the requirements in Section 8.7 of the Town of Apex Unified Development Ordinance.

PARKING

The parking requirements of the Town of Apex UDO Section 8.3 will be met.

ENVIRONMENTAL ADVISORY BOARD RECOMMENDATIONS

The Environmental Advisory Board held a meeting with the applicant on February 18, 2021 and accepted the following recommendations as proposed by the applicant:

1. The developer shall provide pedestrian-friendly connections to the future Beaver Creek greenway expansion and surrounding neighborhoods.
2. The developer shall include signage identifying environmentally sensitive areas to discourage pet waste and chemical use in the vicinity. A minimum of 2 signs will be provided.
3. The development shall provide diverse and abundant pollinator sources (e.g. larval host plants, nectar, pollen, berries and blooming plants) that bloom in succession from spring to fall.
4. Species shall be selected from the Design & Development Manual or otherwise approved by Planning Staff.

5. The development shall provide native species listed in the Design and Development Manual or otherwise approved by Planning Staff to increase the native diversity of hardwood trees on site. No species shall constitute more than 25% of the required plantings for each planting type (trees, shrubs, etc.).
6. All homes shall be pre-configured with conduit for a solar energy system.
7. The builder will provide EV charging outlets as an option to individual units.
8. The developer shall provide at least 2 pet stations.
9. Outdoor lighting shall be full cut off and shielded to prevent glare and light spill over to minimize impact of neighboring residential properties. LED fixtures shall be used, and the lighting temperature shall be a maximum of 3500 Kelvin.

NATURAL RESOURCE AND ENVIRONMENTAL DATA

Watershed

The properties in the PD Plan are located in the Primary Watershed Overlay District and the Beaver Creek Basin.

FEMA Floodplain

The properties are not in a 100-Year Fema Flood Plain as shown on the existing conditions plan.

Resource Conservation Area

The Site is subject to the Resource Conservation Area requirements outlined in the Town of Apex Unified Development Ordinance.

The PUD will meet the requirements of:

8.1.2.C.1 Planned Developments. The RCA for all planned developments shall be determined by the Town Council per Sec. 2.3.4.F.1.c and per Sec. 8.1.2.C.4, 5, 6, 7, or 10 as applicable.

Development located north and east of NC 540 and outside Apex Peakway which do not meet the criteria of subsections 8.1.2.C.2, 3, or 10 and which are located north and east of NC 540 and outside existing and future Apex Peakway shall provide buffers and RCA equal to or greater than 20% of the gross site acreage per UDO Section 8.1.2.C.4.

Per UDO Section 7.2.5.B.8, if any mass grading is proposed in the single-family sections of the PUD, the following provision will apply to lot coverage area for single-family: An additional five percent (5%) Resource Conservation Area (RCA) shall be set aside. This requirement is added to the standard RCA percentage requirement found in Sec. 8.1.2.C Size of the RCA.

According to the North Carolina Historic Preservation Office's records, the subject site does not contain historic structures.

Tree Replanting

Existing deciduous trees greater than 18" in diameter (DBH), as identified in the tree survey, that are removed by site development shall be replaced by planting a 1.5" caliper native tree from the Town of Apex Design and Development Manual as a street tree or as other required landscaping. Excess required tree replacement will occur in common open space areas.

STORMWATER MANAGEMENT REQUIREMENTS

This project is located within the Upper Beaver Creek basin and will be required to attenuate the 1-year, 10-year, and 25-year storms.

PARKS, RECREATION AND CULTURAL ADVISORY COMMISSION

The project was reviewed at the May 26th, 2021, PRCR Advisory Commission meeting. The Advisory Commission unanimously recommended a fee-in-lieu for the project. This is based on 127 single family attached units and the rate will be set based on the date of approval by Town Council.

PUBLIC FACILITIES REQUIREMENTS

All utilities shall meet the Town of Apex Master Utility Maps.

Sanitary Sewer Service

Sewer is not directly available and will require an extension. This will flow to Beaver Creek Pump Station. A capacity study will be required at Construction Document phase.

Water Service

Water extension along the property frontage will be required. Currently there is water on Chapel Ridge that goes to Olive Chapel Professional Park.

Gas & Electric Service

Electric service currently exists on-site and will be improved.

Roadways

A Trip Generation Letter was prepared showing the proposed land use and number of units would be below the threshold for requiring a Traffic Impact Analysis, so recommended improvements are limited to development frontage and proposed access. The Site will require an internal public roadway network and privately maintained parking spaces. The transportation system shall be consistent with the Town of Apex Transportation Plan and the Town of Apex Standard Specifications and Standard Details. Frontage improvements along Olive Chapel Road and Chapel Ridge Road have been identified and will incorporated into the design of the development, subject to approval by the Town of Apex and NCDOT.

Olive Chapel Road is identified as a 4-lane median divided thoroughfare with 6' bike lanes and 5' sidewalks on 110' ROW.

- Developer shall provide frontage improvements on Olive Chapel Road, maintaining the existing westbound through lane, widening for a 6' bike lane, constructing curb and gutter along with 5' sidewalk, and ROW dedication for half of the ultimate 110' ROW, measured 55' from centerline. The existing two way left turn lane shall be restriped as needed to serve eastbound left turns at the proposed access.
- Developer shall provide a deceleration taper at the site access on westbound Olive Chapel Road with 50' of full width deceleration lane and 50' taper.

Chapel Ridge Road is identified as a minor collector street with 5' sidewalks on 60' ROW.

- Developer shall provide frontage improvements based on a minimum 27' curb and gutter roadway with 5' sidewalk and ROW dedication a minimum of 30' from roadway centerline.

Transit

GoApex Route 1 is planned to include a bus stop at the Olive Chapel Professional Park directly across Chapel Ridge Road from this site and begin service by 2022. The Route will tie into a larger network of transit that provides ridership to downtown Raleigh and the greater Triangle. A crosswalk will be provided across the stop-controlled approach of Chapel Ridge Road at Olive Chapel Road with the addition of sidewalk along the development frontage.

Pedestrian Facilities

Sidewalks shall be provided along the property frontage on Olive Chapel Road and Chapel Ridge Road as well as both sides of all proposed subdivision streets.

PHASING PLAN

Currently the intent is to prepare the site in one phase. More details will be developed at subdivision plan.

AFFORDABLE HOUSING

Prior to final plat approval, developer shall make a one-time donation to the Apex Affordable Housing Fund in an amount equal to $215.00 per residential lot on the final plat.

ELEVATIONS

Elevations will comply with the Architectural and Design Controls for the Chapel Ridge Towns PUD. Elevations submitted with this PD Plan are representative of what may be provided. Elevations will be customized to the site and may differ from what is shown in the PD Plan or on other Toll Bros. residential townhome products.

CONSISTENCY WITH ADVANCE APEX, THE 2045 PLAN

The PD Plan is consistent with the Advance Apex Plan and Maps as follows:

- The Apex 2045 Future Land Use Map identifies the subject parcels as Medium Density Residential.
- The Transit Plan Map dated April 27, 2021 shows the Future Apex Go Route 1 having a stop at the Olive Chapel Business Park. With close access to the transit stop, residents of this subdivision will be able to take transit locally and connect to the larger transit system.
- The Thoroughfare and Collector Street Plan Map dated March 29, 2021 identifies Chapel Ridge Road as an existing Minor collector Road, and Olive Chapel Road as a 4-Lane with Median, Widening.
- The Bicycle, Pedestrian and Equestrian Plan identifies proposed sidewalks along Chapel Ridge Road, and proposed sidewalks along this section of Olive Chapel Road.
- The Council recently considered a Town initiated Future Land Use Map amendment to the subject parcels to increase the density. The amendment did not move forward with Council. The Chapel Ridge Towns PUD will not pursue a Land Use Map Amendment to increase the density; however it does meet the goal of the Planning Committee by introducing a higher density near a transit stop.

CONSISTENCY WITH UNIFIED DEVELOPMENT ORDINANCE

The proposed development is consistent with all applicable requirements of the Town of Apex Unified Development Ordinance.

PLANNED UNIT DEVELOPMENT

CHAPEL RIDGE TRACTS

TOWN OF APEX, WAKE COUNTY, NORTH CAROLINA

1ST SUBMITTAL: MAY 3, 2021 2ND SUBMITTAL: JUNE 11, 2021
3RD SUBMITTAL: JULY 9, 2021

PLANNED UNIT DEVELOPMENT
FOR: CHAPEL RIDGE TRACTS
WR PROJECT NO.: 02201034

SITE DATA

2045 LAND USE PLAN DESIGNATION	CURRENT			MEDIUM DENSITY RESIDENTIAL					
	PROPOSED			NO CHANGE					
ZONING	CURRENT			RURAL RESIDENTIAL (RR)					
	PROPOSED			PLANNED UNIT DEVELOPMENT (PUD)					
AREA OF TRACTS IN PROPOSED PUD	0732-43-0661			4.50 AC.					
	0732-45-5135			3.33 AC.					
	0732-34-7080			3.25 AC.					
	0732-33-7537			3.99 AC.					
	0732-33-3570			6.09 AC.					
	BARNSIDE LANE ROW			0.40 AC.					
	TOTAL =			21.57 AC.					
REQUESTED SEWER CAPACITY	120 GPD * 3 BEDROOMS/TOWNHOME * 120 TOWNHOMES = 43,200 GPD								
RESIDENTIAL DENSITY	MAXIMUM			5.5 DU/ACRE					
BUILDING HEIGHT	MAXIMUM			45 FT, 3 STORIES					
TOWNHOUSE BUILDING SETBACKS	FRONT	19 FT*	REAR	5 FT	SIDE	0 FT**	CORNER	8 FT	
SINGLE FAMILY BUILDING SETBACKS	FRONT	19 FT*	REAR	10 FT	SIDE	5 FT	CORNER	8 FT	
WATERSHED	PROPERTY LOCATED WITHIN THE PRIMARY WATERSHED PROTECTION OVERLAY DISTRICT.								
HISTORIC STRUCTURES	NONE								
COMMUNITY AMENITIES	0.7 ACRE RECREATIONAL PLAY LAWN								
SITE BUFFERS	NORTH			20' TYPE A BUFFER					
	EAST			20' TYPE B BUFFER					
	SOUTH			30' TYPE B BUFFER					
	WEST			20' TYPE B BUFFER					

*19' FROM GARAGE TO LOT LINE AND 20' FROM GARAGE TO BACK OF SIDEWALK
**8' BUILDING TO BUILDING SETBACK

NOTE: THE PARKS AND RECREATION ADVISORY COMMISSION VOTED TO APPROVE FEE-IN-LIEU OF PARK LAND DEDICATION ON _____, 2021. FEE-IN-LIEU AMOUNT TO BE DETERMINED AT THE TIME OF MASTER SUBDIVISION PLANS ACCORDING TO THE TOWN OF APEX FEE SCHEDULE.

ZONING CONDITIONS

1. DEVELOPER SHALL PROVIDE FRONTAGE IMPROVEMENTS ON OLIVE CHAPEL ROAD, MAINTAINING THE EXISTING WESTBOUND THROUGH LANE, WIDENING FOR A 6' BIKE LANE, CONSTRUCTING CURB AND GUTTER ALONG WITH 5' SIDEWALK, AND ROW DEDICATION FOR HALF OF THE ULTIMATE 110' ROW, MEASURED 55' FROM CENTERLINE. THE EXISTING TWO WAY LEFT TURN LANE SHALL BE RE-STRIPED AS NEEDED TO SERVE EASTBOUND LEFT TURNS AT THE PROPOSED ACCESS.
2. DEVELOPER SHALL PROVIDE A DECELERATION TAPER AT THE SITE ACCESS ON WESTBOUND OLIVE CHAPEL ROAD WITH 50' OF FULL WIDTH DECELERATION LANE AND 50' TAPER.
3. DEVELOPER SHALL PROVIDE FRONTAGE IMPROVEMENTS ON CHAPEL RIDGE ROAD BASED ON A MINIMUM 27' CURB AND GUTTER ROADWAY WITH 5' SIDEWALK AND ROW DEDICATION A MINIMUM OF 30' FROM ROADWAY CENTERLINE.

INDEX OF SHEETS

0	COVER
1	EXISTING CONDITIONS
2	CONCEPTUAL PUD PLAN
3	CONCEPTUAL UTILITY PLAN
4	CONCEPTUAL STORM WATER PLAN

VICINITY MAP

1"=1,000'

PREPARED BY:

WithersRavenel
Engineers | Planners | Surveyors

115 MacKenan Drive | Cary, NC 27511 | t: 919.469.3340 | license #: C-0832 | www.withersravenel.com

PLANNER: BRENDIE VEGA, AICP
BVEGA@WITHERSRAVENEL.COM

CIVIL ENGINEER: BEN MAYO, PE
BMAYO@WITHERSRAVENEL.COM

DEVELOPER

TOLL BROTHERS INC.
900 PERIMETER PARK DRIVE, SUITE B3
MORRISVILLE, NC 27560

ATTN: DAN ROSSI, VICE PRESIDENT - LAND DEVELOPMENT

K:\20\20-1030\201034-Toll Brothers - Chapel Ridge Tracts\CAD\Drawing Sets\PUD\0 Cover.dwg - Tuesday, August 3, 2021 9:47:55 AM - MAYO, BEN

1. NO NGS MONUMENT FOUND WITHIN 2,000 FEET OF THE SITE.
2. THE FOLLOWING INFORMATION WAS USED TO OBTAIN NC GRID NAD 83 (2011), NAVD 88 (GEOID 12B) STATE PLANE COORDINATES (SPC) FOR THIS PROJECT:
   - 2.1. CLASS OF SURVEY: URBAN LAND SURVEYS (CLASS A)
   - 2.2. POSITIONAL ACCURACY: 0.03' (H), 0.07' (V)
   - 2.3. GPS FIELD PROCEDURE: VRS
   - 2.4. DATE OF SURVEY: 03/31/2021
   - 2.5. DATUM/EPOCH: NAD 83 (2011), EPOCH 2010.00
   - 2.6. PUBLISHED DATE/FIXED CONTROL USED: VRS, NCRD
   - 2.7. GEOID MODEL: GEOID 12B
   - 2.8. COMBINED GRID FACTOR: 0.99989615
   - 2.9. UNITS: U.S. SURVEY FEET
   - 2.10. GRID/GROUND POINT: Y(N) 724,296.53 X(E) 2,033,345.72
3. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES IN U.S. SURVEY FEET UNLESS OTHERWISE NOTED.
4. ALL AREAS DERIVED BY THE COORDINATE COMPUTATION METHOD.
5. PROPERTY SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD. THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH NORTH CAROLINA STANDARDS, G.S. 47-30, AND REQUIREMENTS OF LAW, BUT A NORTH CAROLINA LICENSED ATTORNEY-AT-LAW SHOULD BE CONSULTED REGARDING CORRECT OWNERSHIP, WIDTH, AND LOCATION OF EASEMENTS AND OTHER TITLE QUESTIONS REVEALED BY TITLE EXAMINATION.
6. LINES NOT SURVEYED ARE SHOWN AS BROKEN LINES FROM INFORMATION REFERENCED ON THE FACE OF THIS PLAT.
7. PORTIONS OF SUBJECT PROPERTY IS LOCATED WITHIN A FLOOD HAZARD AREA ACCORDING TO FLOOD INSURANCE RATE MAP 3720073200J DATED MAY 02,2006.
8. LOCATION OF UTILITIES, WHETHER PUBLIC OR PRIVATE, IS BASED UPON FIELD LOCATION OF VISIBLE APPURTENANCES ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY LOCATION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION. WITHERSRAVENEL CANNOT ASSUME RESPONSIBILITY FOR MISIDENTIFICATION OR OMISSION OF UNDERGROUND UTILITIES.

LINETYPES

- PROPERTY LINE
- ADJOINER LINE
- OVERHEAD ELECTRIC — OHE —
- GAS LINE — G —
- FLOOD LINE
- BUFFER
- WATER LINE — W —
- EASEMENT
- GRAVEL
- WETLANDS
- STORM DRAIN

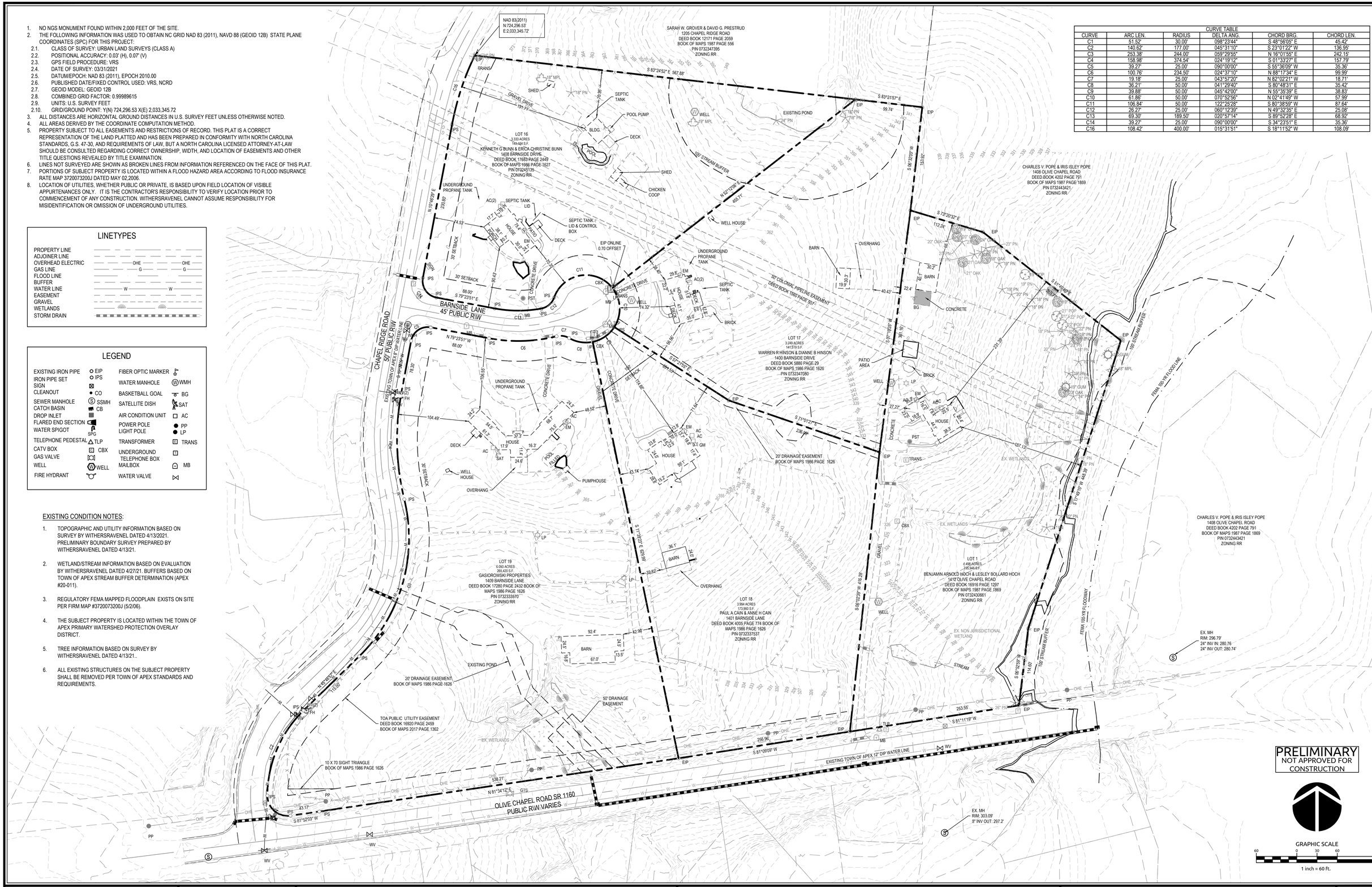
LEGEND

EXISTING IRON PIPE	EIP	FIBER OPTIC MARKER	
IRON PIPE SET	IPS	WATER MANHOLE	WMH
SIGN		BASKETBALL GOAL	BG
CLEANOUT	CO	SATELLITE DISH	SAT
SEWER MANHOLE	SSMH	AIR CONDITION UNIT	AC
CATCH BASIN	CB	POWER POLE	PP
DROP INLET		LIGHT POLE	LP
FLARED END SECTION		TRANSFORMER	TRANS
WATER SPIGOT	SPG	UNDERGROUND TELEPHONE BOX	
TELEPHONE PEDESTAL	TLP	MAILBOX	MB
CATV BOX	CBX	WATER VALVE	
GAS VALVE			
WELL	WELL		
FIRE HYDRANT			

EXISTING CONDITION NOTES:

1. TOPOGRAPHIC AND UTILITY INFORMATION BASED ON SURVEY BY WITHERSRAVENEL DATED 4/13/2021. PRELIMINARY BOUNDARY SURVEY PREPARED BY WITHERSRAVENEL DATED 4/13/21.
2. WETLAND/STREAM INFORMATION BASED ON EVALUATION BY WITHERSRAVENEL DATED 4/27/21. BUFFERS BASED ON TOWN OF APEX STREAM BUFFER DETERMINATION (APEX #20-011).
3. REGULATORY FEMA MAPPED FLOODPLAIN EXISTS ON SITE PER FIRM MAP #3720073200J (5/2/06).
4. THE SUBJECT PROPERTY IS LOCATED WITHIN THE TOWN OF APEX PRIMARY WATERSHED PROTECTION OVERLAY DISTRICT.
5. TREE INFORMATION BASED ON SURVEY BY WITHERSRAVENEL DATED 4/13/21..
6. ALL EXISTING STRUCTURES ON THE SUBJECT PROPERTY SHALL BE REMOVED PER TOWN OF APEX STANDARDS AND REQUIREMENTS.

CURVE TABLE					
CURVE	ARC LEN.	RADIUS	DELTA ANG.	CHORD BRG.	CHORD LEN.
C1	51.52'	30.00'	098°23'44"	S 48°56'05" E	45.42'
C2	140.62'	177.00'	045°31'10"	S 23°01'22" W	136.95'
C3	253.38'	244.00'	059°29'55"	N 16°01'55" E	242.15'
C4	158.98'	374.54'	024°19'12"	S 01°33'27" E	157.79'
C5	39.27'	25.00'	090°00'00"	S 55°36'09" W	35.36'
C6	100.76'	234.50'	024°37'10"	N 88°17'34" E	99.99'
C7	19.18'	25.00'	043°57'20"	N 82°02'21" W	18.71'
C8	36.21'	50.00'	041°29'40"	S 80°48'31" E	35.42'
C9	39.88'	50.00'	045°42'00"	N 55°35'39" E	38.83'
C10	61.86'	50.00'	070°52'56"	N 02°41'49" W	57.99'
C11	106.84'	50.00'	122°25'28"	S 80°38'59" W	87.64'
C12	26.27'	25.00'	060°12'39"	N 49°32'35" E	25.08'
C13	69.30'	189.50'	020°57'14"	S 89°52'26" E	68.92'
C14	39.27'	25.00'	090°00'00"	S 34°23'51" E	35.36'
C16	108.42'	400.00'	015°31'51"	S 18°11'52" W	108.09'



PRELIMINARY
NOT APPROVED FOR CONSTRUCTION

No.	Revision	Date	By
1	REVISED PER TOWN COMMENTS	06/11/21	WR
2	REVISED PER TOWN COMMENTS	07/09/21	WR

Designer	WR	Scale	AS NOTED
Drawn By	WR	Date	04/20/2021
Checked By	WR	Job No.	02201034

CHAPEL RIDGE PUD
APEX NORTH CAROLINA

EXISTING CONDITIONS

WithersRavenel
Engineers | Planners | Surveyors
115 MacKenan Drive | Cary, NC 27511 | t: 919.469.3340 | license #: C-0832 | www.withersravenel.com

Sheet No. 1

K:\2020\12022\01\04-Trial Brothers - Chapel Ridge Trials\CAD\Drawing Sets\PUD\1 Existing Conditions.dwg Friday, July 9, 2021 9:30:02 AM MAYO, BEN

LEGEND

- RESIDENTIAL
- PERIMETER BUFFER
- STREETYARD BUFFER
- STREAM BUFFER
- EXISTING POND
- RIGHT OF WAY DEDICATION
- EXISTING GAS PIPELINE EASEMENT
- EXISTING DRAINAGE EASEMENT
- EXISTING WETLAND
- CONCEPTUAL SCM LOCATION

OLIVE CHAPEL PROFESSIONAL PARK

SARAH W. GROVER & DAVID G. PRESTRUD
1205 CHAPEL RIDGE ROAD
DEED BOOK 12171 PAGE 2659
BOOK OF MAPS 1987 PAGE 556
PIN 0732347395
ZONING RR

CHARLES V. POPE & IRIS ISLEY POPE
1408 OLIVE CHAPEL ROAD
DEED BOOK 4202 PAGE 791
BOOK OF MAPS 1987 PAGE 1869
PIN 0732443421
ZONING RR

CHAPEL RIDGE ROAD
50' PUBLIC R/W

20' TYPE A BUFFER

20' TYPE B BUFFER WITH OPAQUE FENCE

5' R/W DEDICATION

THE PROPOSED LOCAL CONNECTIONS WILL COMPLY WITH THE TOWN OF APEX THOROUGHFARE PLAN. THE PROPOSED ROAD SECTION WILL BE 50' WIDTH RIGHT-OF-WAY.

EXISTING POND TO REMAIN

100' STREAM BUFFER

100'

50' COLONIAL PIPELINE EASEMENT
DEED BOOK 1580 PAGE 507

TOWNHOMES

EX. WETLANDS

EX. NON JURISDICTIONAL WETLAND

SCM

EXISTING POND

50' DRAINAGE EASEMENT

30' TYPE B BUFFER

20' R/W DEDICATION

OLIVE CHAPEL ROAD SR 1160
PUBLIC R/W VARIES

WIDEN OLIVE CHAPEL RD TO HALF OF 4 LANE MEDIAN DIVIDED THOROUGHFARE

ASHLEY DOWNS

FEMA 100-YR FLOODWAY

FEMA 100-YR FLOODPLAIN LINE

FLOODPLAIN LINE

FLOODWAY

BEAVER CREEK

CURVE TABLE					
CURVE	ARC LEN.	RADIUS	DELTA ANG.	CHORD BRG.	CHORD LEN.
C1	51.52'	30.00'	098°23'44"	S 48°56'05" E	45.42'
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C16	108.42'	400.00'	015°31'51"	S 18°11'52" W	108.09'

NOTES:

1. PLAN SHEETS ARE INTENDED FOR ILLUSTRATIVE USE ONLY.
2. PER 2.3.4(F)(1)F(I) OF THE UDO, THE PD PLAN FOR PUD-CZ SHALL DEMONSTRATE 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.
3. EXISTING PONDS WILL BE EVALUATED BY A LICENSED ENGINEER. EVALUATION RECOMMENDATIONS MAY REQUIRE A CHANGE TO SIZE, BOUNDARY OR REMOVAL OF EXISTING PONDS.
4. A 30' TYPE B SHALL BE PROVIDED IF HOMES ALONG OLIVE CHAPEL ROAD ARE NOT ALLEY LOADED.

PRELIMINARY
NOT APPROVED FOR CONSTRUCTION

GRAPHIC SCALE
60 0 30 60 120
1 inch = 60 ft.

No.	Revision	Date	By
1	REVISED PER TOWN COMMENTS	06/11/21	WR
2	REVISED PER TOWN COMMENTS	07/09/21	WR

Designer	WR	Scale	AS NOTED
Drawn By	WR	Date	04/20/2021
Checked By	WR	Job No.	02201034

CHAPEL RIDGE PUD
APEX NORTH CAROLINA

CONCEPTUAL LAYOUT PLAN

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Sheet No. 2

K:\2020-1\02201034-Tall Brothers - Chapel Ridge Tract\CAD\Drawing Sets\PUD\2 Conceptual Layout Plan.dwg, Wednesday, August 18, 2021 3:08:18 PM, CHOATHUBY, SHARNA

UTILITY NOTES:

1. WATER AND SANITARY SEWER WILL BE OWNED AND MAINTAINED BY THE TOWN OF APEX.
2. FIRE HYDRANTS, VALVES, SERVICES, METERS, AND APPURTENANCES SHALL BE DESIGNED PER THE TOWN OF APEX CONSTRUCTION SPECIFICATIONS AND SHALL BE SHOWN ON THE CONSTRUCTION PLANS.
3. ALL UTILITY EASEMENTS SHALL BE PROVIDED AS NECESSARY. DELINEATION WILL BE DETERMINED WITH FINAL DESIGN OF INTERNAL PUBLIC STREETS AT THE SUBDIVISION PLAN STAGE. MINIMUM UNDISTURBED BUFFER WIDTHS SHALL BE EXCLUSIVE OF UTILITY EASEMENTS UNLESS APPROVED BY THE DIRECTOR OF THE PUBLIC WORKS & UTILITIES DEPARTMENT.
4. THE DEVELOPER WILL ACTIVELY WORK WITH THE TOWN OF APEX TO PRESERVE EXISTING TREES ON SITE. THESE AREAS SHALL INCLUDE REQUIRED LANDSCAPE BUFFERS, RCA AREAS, NON-BUFFERED AND NON-RCA AREAS, AREAS OF PROPOSED UTILITY LINES, AND ADJACENT TO THE SUBJECT PROPERTY, TO THE MAXIMUM EXTENT POSSIBLE.
5. UTILITY LAYOUT FOR WATER AND SEWER IS CONCEPTUAL. FINAL DESIGN WILL BE DETERMINED AT THE SUBDIVISION PLAN STAGE.
6. IN NATURAL DRAINAGE WAYS, SEWER SHALL BE EXTENDED TO PROPERTY LINES TO READILY ENABLE FUTURE CONNECTIONS TO ADJOINING PROPERTY. SEWER DESIGN SHALL ACCOUNT FOR FUTURE UPSTREAM DEVELOPMENT BASED ON THE CURRENT LAND USE PLAN, AND SHALL INCLUDE EVALUATION OF EXISTING DOWNSTREAM SEWER CAPACITY.

Sewer mains shall always be extended along any and all natural drainage courses/draws that are located within the property line boundaries of the proposed development. This sewer shall be extended to all adjacent upstream property lines.

CURVE TABLE					
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NAD 83(2011)
N:724,296.53'
E:2,033,345.72'

SARAH W. GROVER & DAVID G. PRESTRUD
1205 CHAPEL RIDGE ROAD
DEED BOOK 12171 PAGE 2059
BOOK OF MAPS 1987 PAGE 556
PIN 0732347395
ZONING RR

CHARLES V. POPE & IRIS ISLEY POPE
1408 OLIVE CHAPEL ROAD
DEED BOOK 4202 PAGE 791
BOOK OF MAPS 1987 PAGE 1869
PIN 0732443421
ZONING RR

CHAPEL RIDGE ROAD
50' PUBLIC R/W
EXISTING TOWN OF APEX 8" DIP WATER LINE
PROPOSED 8" WATER LINE EXTENSION
PROPOSED EXTENSION TO ADJACENT PROPERTY
"50' COLONIAL PIPELINE EASEMENT" DEED BOOK 1580 PAGE 507
EXISTING POND
100' STREAM BUFFER
EX. WETLANDS
EX. NON JURISDICTIONAL WETLAND
FEMA 100 YR FLOOD LINE
FEMA 100 YR FLOODWAY
50' DRAINAGE EASEMENT
EXISTING TOWN OF APEX 12" DIP WATER LINE
OLIVE CHAPEL ROAD SR 1160
PUBLIC R/W VARIES
PROPOSED CONNECTION TO EX. MANHOLE

PRELIMINARY
NOT APPROVED FOR CONSTRUCTION

GRAPHIC SCALE
60 0 30 60 120
1 inch = 60 ft.

No.	Revision	Date	By
1	REVISED PER TOWN COMMENTS	06/11/21	WR
2	REVISED PER TOWN COMMENTS	07/09/21	WR

Designer	WR	Scale	AS NOTED
Drawn By	WR	Date	04/20/2021
Checked By	WR	Job No.	02201034

CHAPEL RIDGE PUD
APEX NORTH CAROLINA

CONCEPTUAL UTILITY PLAN

WithersRavenel
Engineers | Planners | Surveyors
115 MacKenan Drive | Cary, NC 27511 | t: 919.469.3340 | license #: C-0832 | www.withersravenel.com

Sheet No. 3

K:\2020\10\02201034-Tab Bonkers - Chapel Ridge Trails\CAD\Drawing Set\PUD\1 Conceptual Utility Plan.dwg Friday, July 9, 2021 9:36:19 AM MWTS, BEN

STORMWATER MANAGEMENT NOTES:

1. TOPOGRAPHIC AND UTILITY INFORMATION BASED ON SURVEY BY WITHERSRAVENEL DATED 4/13/2021. PRELIMINARY BOUNDARY SURVEY PREPARED BY WITHERSRAVENEL DATED 4/13/21.
2. WETLAND/STREAM INFORMATION BASED ON EVALUATION BY WITHERSRAVENEL DATED 4/27/21.
3. REGULATORY FEMA MAPPED FLOODPLAINS EXIST ON SITE PER FIRM MAP #3720073200J (5/2/06).
4. THE SUBJECT PROPERTY IS LOCATED WITHIN THE TOWN OF APEX PRIMARY WATERSHED PROTECTION OVERLAY DISTRICT.
5. STORMWATER MANAGEMENT FACILITIES SHALL BE DESIGNED PER THE TOWN OF APEX STANDARDS AND REGULATIONS FOR STORMWATER QUANTITY AND QUALITY (UDO SECTION 6.1.7 B).
6. ALL APPLICABLE LOCAL AND STATE ENVIRONMENTAL PERMITS SHALL BE OBTAINED PRIOR TO START OF CONSTRUCTION.
7. STORMWATER TREATMENT WILL BE HANDLED BY INDIVIDUAL OR REGIONAL FACILITIES WITHIN THE SUBJECT PROPERTY OR ADJACENT OFF-SITE DRAINAGE EASEMENT.
8. THE POST DEVELOPMENT PEAK FLOW RATE OF ON-SITE STORMWATER WILL NOT EXCEED THE PRE-DEVELOPMENT PEAK FLOW RATE IN ACCORDANCE WITH THE UDO.
9. STORMWATER CONTROL MEASURES SHOWN ARE CONCEPTUAL IN NATURE AND WILL BE FINALIZED AT TIME OF MASTER SUBDIVISION PLAN.

NAD 83(2011)
N:724,296.53'
E:2,033,345.72'

SARAH W. GROVER & DAVID G. PRESTRUD
1205 CHAPEL RIDGE ROAD
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PIN 0732443421
ZONING RR

CHARLES V. POPE & IRIS ISLEY POPE
1408 OLIVE CHAPEL ROAD
DEED BOOK 4202 PAGE 791
BOOK OF MAPS 1987 PAGE 1869
PIN 0732443421
ZONING RR

CURVE TABLE

CURVE	ARC LEN.	RADIUS	DELTA ANG.	CHORD BRG.	CHORD LEN.
C1	51.52'	30.00'	098°23'44"	S 48°56'05" E	45.42'
C2	140.62'	177.00'	045°31'10"	S 23°01'22" W	136.95'
C3	253.38'	244.00'	059°29'55"	N 16°01'55" E	242.15'
C4	158.98'	374.54'	024°19'12"	S 01°33'27" E	157.79'
C5	39.27'	25.00'	090°00'00"	S 55°36'09" W	35.36'
C6	100.76'	234.50'	024°37'10"	N 88°17'34" E	99.99'
C7	19.18'	25.00'	043°57'20"	N 82°02'21" W	18.71'
C8	36.21'	50.00'	041°29'40"	S 80°48'31" E	35.42'
C9	39.88'	50.00'	045°42'00"	N 55°35'39" E	38.83'
C10	61.86'	50.00'	070°52'56"	N 02°41'49" W	57.99'
C11	106.84'	50.00'	122°25'28"	S 80°38'59" W	87.64'
C12	26.27'	25.00'	060°12'39"	N 49°32'35" E	25.08'
C13	69.30'	189.50'	020°57'14"	S 89°52'26" E	68.92'
C14	39.27'	25.00'	090°00'00"	S 34°23'51" E	35.36'
C16	108.42'	400.00'	015°31'51"	S 18°11'52" W	108.09'

S 83°24'52" E 567.88'
S 83°21'57" E 99.74'
S 05°32'09" W 151.92'
S 73°20'32" E 112.24'
S 51°48'45" E 289.77'
N 10°45'57" E 239.80'
S 64°38'02" W 78.30'
S 81°52'03" W 43.17'
N 81°34'12" E 538.21'
S 81°09'05" W 256.95'
S 81°11'15" W 253.55'
S 86°29'59" E 114.65'
S 17°49'05" W 446.39'
C1
C2
C3
C4
C5
C6
C7
C8
C9
C10
C11
C12
C13
C14
C16
50' COLONIAL PIPELINE EASEMENT
DEED BOOK 1580 PAGE 507
100' STREAM BUFFER
EXISTING POND
PROPOSED STORM WATER CONTROL MEASURE
EX. WETLANDS
50' DRAINAGE EASEMENT
EX. NON JURISDICTIONAL WETLAND
100' STREAM BUFFER
FEMA 100 YR FLOODWAY
FEMA 100 YR FLOOD LINE
CHAPEL RIDGE ROAD
50' PUBLIC R/W
OLIVE CHAPEL ROAD SR 1160
PUBLIC R/W VARIES

PRELIMINARY
NOT APPROVED FOR CONSTRUCTION

GRAPHIC SCALE
60 0 30 60 120
1 inch = 60 ft.

No.	Revision	Date	By
1	REVISED PER TOWN COMMENTS	06/11/21	WR
2	REVISED PER TOWN COMMENTS	07/09/21	WR

Designer	WR	Scale	AS NOTED
Drawn By	WR	Date	04/20/2021
Checked By	WR	Job No.	02201034

CHAPEL RIDGE PUD
APEX NORTH CAROLINA

CONCEPTUAL STORMWATER PLAN

WithersRavenel
Engineers | Planners | Surveyors
115 MacKenan Drive | Cary, NC 27511 | t: 919.469.3340 | license #: C-0832 | www.withersravenel.com

Sheet No. 4

K:\2020\ 02020105\04-Tst Borings - Chapel Ridge Tract\CAD\Drawing Sets\PUD\4 Conceptual Stormwater Plan.dwg Friday, July 9, 2021 9:38:15 AM MAYO, BEN

Elevations are representative of the Architectural Controls provided in the PUD PD Text. Elevations will be customized to the site and may differ from what is shown here or on other Toll Bros. residential townhome products.

CONCEPTUAL FRONT ELEVATION

Elevations are for illustrative purposes only; elevations submitted with Subdivision Plans will be consistent with the written architectural standards included in the PUD

CONCEPTUAL SIDE ELEVATION

Elevations are for illustrative purposes only; elevations submitted with Subdivision Plans will be consistent with the written architectural standards included in the PUD

CONCEPTUAL REAR ELEVATION

Elevations are for illustrative purposes only; elevations submitted with Subdivision Plans will be consistent with the written architectural standards included in the PUD

PLANNING BOARD REPORT TO TOWN COUNCIL

Rezoning Case: #21CZ15 Chapel Ridge Towns PUD

Planning Board Meeting Date: August 9, 2021

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:	±21.60 acres
PIN(s):	0732430661, 0732333570, 0732337537, 0732347080, 0732345135 & Barnside Lane right-of-way
Current Zoning:	Rural Residential (RR)
Proposed Zoning:	Planned Unit Development-Conditional Zoning (PUD-CZ)
2045 Land Use Map:	Medium Density Residential
Town Limits:	Inside & ETJ

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: _____

☑ Apex Transportation Plan
☑ Consistent ☐ Inconsistent Reason: _____

☑ Parks, Recreation, Open Space, and Greenways Plan
☑ Consistent ☐ Inconsistent Reason: _____

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: _____

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 Recommendation:

Motion: To recommend approval as proposed by applicant.

Introduced by Planning Board member: Keith Braswell

Seconded by Planning Board member: Reginald Skinner

☐ *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:

Conditions as proposed by applicant.

☐ *Denial*: the project is not consistent with all applicable officially adopted plans and/or the applicable legislative considerations as noted above.

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

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

Reasons for dissenting votes:

This report reflects the recommendation of the Planning Board, this the 9th day of August 2021.

Attest:

Michael Marks Digitally signed by Michael Marks Date: 2021.08.09 20:22:21 -04'00'

Michael Marks, Planning Board Chair

Dianne Khin Digitally signed by Dianne Khin Date: 2021.08.09 17:55:12 -04'00'

Dianne Khin, Director of Planning and Community Development

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

PUBLIC NOTIFICATION
OF PUBLIC HEARINGS
CONDITIONAL ZONING #21CZ15
Chapel Ridge Towns 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:

Applicant: Toll Brothers, Inc.
Authorized Agents: Brendie Vega and Ed Tang, WithersRavenel
Property Addresses: 1412 Olive Chapel Road; 1400, 1401, 1408, 1409 Barnside Lane & Barnside Lane right-of-way
Acreage: ±21.60 acres
Property Identification Numbers (PINs): 0732430661, 0732333570, 0732337537, 0732347080, 0732345135 & Barnside Lane right-of-way
2045 Land Use Map Designation: Medium Density Residential
Existing Zoning of Properties: Rural Residential (RR)
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: August 9, 2021 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/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 clerk of the Planning Board, Bonnie Brock (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, Department of Planning and Community Development, with questions or for further information. To view the petition and related documents on-line: https://www.apexnc.org/DocumentCenter/View/35535/21CZ15.

Dianne F. Khin, AICP
Director of Planning and Community Development

Published Dates: July 23-August 9, 2021

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TOWN OF APEX
PO BOX 250
APEX, NORTH CAROLINA 27502
TELÉFONO 919-249-3426

NOTIFICACIÓN PÚBLICA DE AUDIENCIAS PÚBLICAS

ORDENAMIENTO TERRITORIAL CONDICIONAL #21CZ15
Chapel Ridge Towns PUD

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 del ayuntamiento de Apex. El propósito de estas audiencias es considerar lo siguiente:

Solicitante: Toll Brothers, Inc.
Agente autorizado: Brendie Vega and Ed Tang, WithersRavenel
Dirección de las propiedades: 1412 Olive Chapel Road; 1400, 1401, 1408, 1409 Barnside Lane & Barnside Lane right-of-way
Superficie: ±21.60 acres
Números de identificación de las propiedades: 0732430661, 0732333570, 0732337537, 0732347080, 0732345135 & Barnside Lane right-of-way
Designación en el Mapa de Uso Territorial para 2045: Medium Density Residential
Ordenamiento territorial existente de las propiedades: Rural Residential (RR)
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: 9 de Agosto, 2021 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, Bonnie Brock (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 y Desarrollo Comunitario al 919-249-3426. Puede ver la solicitud y otros documentos relacionados aquí: https://www.apexnc.org/DocumentCenter/View/35535/21CZ15.

Dianne F. Khin, AICP
Directora de Planificación y Desarrollo Comunitario

Fechas de publicación: 23 de julio - 9 de Agosto, 2

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

PUBLIC NOTIFICATION
OF PUBLIC HEARINGS
CONDITIONAL ZONING #21CZ15
Chapel Ridge Towns 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: Toll Brothers, Inc.
Authorized Agent: Brendle Vega and Ed Tang, WithersRavenel
Property Addresses: 1412 Olive Chapel Road; 1400, 1401, 1408, 1409 Barnside Lane & Barnside Lane right-of-way
Acreage: ±21.60 acres
Property Identification Numbers (PINs): 0732430661, 0732333570, 0732337537, 0732347080, 0732345135 & Barnside Lane right-of-way
2045 Land Use Map Designation: Medium Density Residential
Existing Zoning of Properties: Rural Residential (RR)
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 24, 2021 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 Deputy Town Clerk, Tess Silver (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 members 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, Department of Planning and Community Development, with questions or for further information. To view the petition and related documents on-line: https://www.apexnc.org/DocumentCenter/View/35535.

Dianne F. Khin, AICP
Director of Planning and Community Development

Published Dates: July 30-August 24, 2021

TOWN OF APEX

NOTIFICACIÓN PÚBLICA DE AUDIENCIAS PÚBLICAS

De
de la Ordenanza de Desarrollo Unificado (UDO
públicas ante el Consejo Municipal del Ayuntam
or la presente se notifican las audiencias
tas audiencias es considerar lo siguiente:

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TOWN OF APEX
PO BOX 250
APEX, NORTH CAROLINA 27502
TELÉFONO 919-249-3426

NOTIFICACIÓN PÚBLICA DE AUDIENCIAS PÚBLICAS
ORDENAMIENTO TERRITORIAL CONDICIONAL #21CZ15
Chapel Ridge Towns PUD

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: Toll Brothers, Inc.
Agente autorizado: Brendie Vega and Ed Tang, WithersRavenel
Dirección de las propiedades: 1412 Olive Chapel Road; 1400, 1401, 1408, 1409 Barnside Lane & Barnside Lane right-of-way
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Designación en el Mapa de Uso Territorial para 2045: Medium Density Residential
Ordenamiento territorial existente de las propiedades: Residencial Rural (RR)
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: 24 de agosto, 2021 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 secretaría municipal adjunta, Tesa Silver (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 y Desarrollo Comunitario al 919-249-3426. Puede ver la solicitud y otros documentos relacionados aquí: https://www.apexnc.org/DocumentCenter/View/35535/21CZ15.

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TOWN OF APEX
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APEX, NORTH CAROLINA 27502
PHONE 919-249-3426

PUBLIC NOTIFICATION
OF PUBLIC HEARINGS
CONDITIONAL ZONING #21CZ15
Chapel Ridge Towns PUD
CONTINUED

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:

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Authorized Agent: Brendie Vega and Ed Tang, WithersRavenel
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2045 Land Use Map Designation: Medium Density Residential
Existing Zoning of Properties: Rural Residential (RR)
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 24, 2021~~ September 28, 2021 **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. Please visit www.apexnc.org on the day of the meeting to confirm whether the meeting will be held in-person or remotely.

If you are unable to attend, you may provide a written statement by email to public.hearing@apexnc.org, or submit it to the Deputy Town Clerk, Tesa Silver (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 members prior to their vote. Please include the Public Hearing name in the subject line.

In the event that the Town Council meeting is held remotely or with at least one member attending virtually, written comments may be submitted up to 24 hours prior to the scheduled time of the meeting per NCGS §166A-19.24 according to the methods specified above. Virtual meetings may be viewed via the Town's YouTube livestream at https://www.youtube.com/c/townofapexgov.

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, Department of Planning and Community Development, with questions or for further information. To view the petition and related documents on-line: https://www.apexnc.org/DocumentCenter/View/35535.

...ne F. Khin, AICP
...ctor of Planning and Community Development

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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, Department of Planning and Community Development, with questions or for further information. To view the petition and related documents on-line: https://www.apexnc.org/DocumentCenter/View/35535.

Dianne F. Khin, AICP
Director of Planning and Community Development

Published Dates: July 30~~August 24, 2021~~ September 28, 2021

TOWN OF APEX
PO BOX 250
APEX, NORTH CAROLINA 27502
TELÉFONO 919-249-3426

NOTIFICACIÓN PÚBLICA DE AUDIENCIAS PÚBLICAS
ORDENAMIENTO TERRITORIAL CONDICIONAL #21CZ15
Chapel Ridge Towns PUD
CONTINUADO

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: Toll Brothers, Inc.
Agente autorizado: Brendie Vega and Ed Tang, WithersRavenel
Dirección de las propiedades: 1412 Olive Chapel Road; 1400, 1401, 1408, 1409 Barnside Lane & Barnside Lane right-of-way
Superficie: ±21.60 acres
Números de identificación de las propiedades: 0732430661, 0732333570, 0732337537, 0732347080, 0732345135 & Barnside Lane right-of-way
Designación en el Mapa de Uso Territorial para 2045: Medium Density Residential
Ordenamiento territorial existente de las propiedades: Residencial Rural (RR)
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: ~~24 de agosto~~ 28 de septiembre, 2021 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. Por favor visite www.apexnc.org el día de la reunión para confirmar si la reunión se llevará a cabo de manera presencial o remotamente.

Si no puede asistir, puede enviar una declaración escrita por correo electrónico a public.hearing@apexnc.org, o presentarla a la secretaria municipal adjunta, Tesa Silver (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.

En caso de que la reunión del Consejo Municipal se lleve a cabo remotamente o que por lo menos uno de los miembros asista virtualmente, se permite presentar comentarios por escrito hasta 24 horas antes de la hora programada de la reunión según los estatutos de Carolina del Norte NCGS §166A-19.24 siguiendo los métodos especificados anteriormente. Las reuniones virtuales se pueden seguir en la transmisión en directo por YouTube a través del siguiente enlace: https://www.youtube.com/c/townofapexgov.

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 y Desarrollo Comunitario al 919-249-34[illegible]. Puede ver la solicitud y otros documentos relacionados aquí: https://www.apexnc.org/DocumentCenter/View/35535/[illegible]21CZ15.

Dianne F. Khin, AICP
Director de Planificación y Desarrollo Comunitario

Fechas de publicación: 30 de julio - ~~24 de agosto~~ 28 de [illegible]

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9/20/2021

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

PUBLIC NOTIFICATION OF PUBLIC HEARINGS

CONDITIONAL ZONING #21CZ15
Chapel Ridge Towns 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:

Applicant: Toll Brothers, Inc.
Authorized Agents: Brendie Vega and Ed Tang, WithersRavenel
Property Addresses: 1412 Olive Chapel Road; 1400, 1401, 1408, 1409 Barnside Lane & Barnside Lane right-of-way
Acreage: ±21.60 acres
Property Identification Numbers (PINs): 0732430661, 0732333570, 0732337537, 0732347080, 0732345135 & Barnside Lane right-of-way
2045 Land Use Map Designation: Medium Density Residential
Existing Zoning of Properties: Rural Residential (RR)
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: August 9, 2021 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/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 clerk of the Planning Board, Bonnie Brock (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, Department of Planning and Community Development, with questions or for further information. To view the petition and related documents on-line: https://www.apexnc.org/DocumentCenter/View/35535/21CZ15.

Dianne F. Khin, AICP
Director of Planning and Community Development

Published Dates: July 23-August 9, 2021

TOWN OF APEX
PO BOX 250
APEX, NORTH CAROLINA 27502
TELÉFONO 919-249-3426

NOTIFICACIÓN PÚBLICA DE AUDIENCIAS PÚBLICAS

ORDENAMIENTO TERRITORIAL CONDICIONAL #21CZ15
Chapel Ridge Towns PUD

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 del ayuntamiento de Apex. El propósito de estas audiencias es considerar lo siguiente:

Solicitante: Toll Brothers, Inc.
Agente autorizado: Brendie Vega and Ed Tang, WithersRavenel
Dirección de las propiedades: 1412 Olive Chapel Road; 1400, 1401, 1408, 1409 Barnside Lane & Barnside Lane right-of-way
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Designación en el Mapa de Uso Territorial para 2045: Medium Density Residential
Ordenamiento territorial existente de las propiedades: Rural Residential (RR)
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

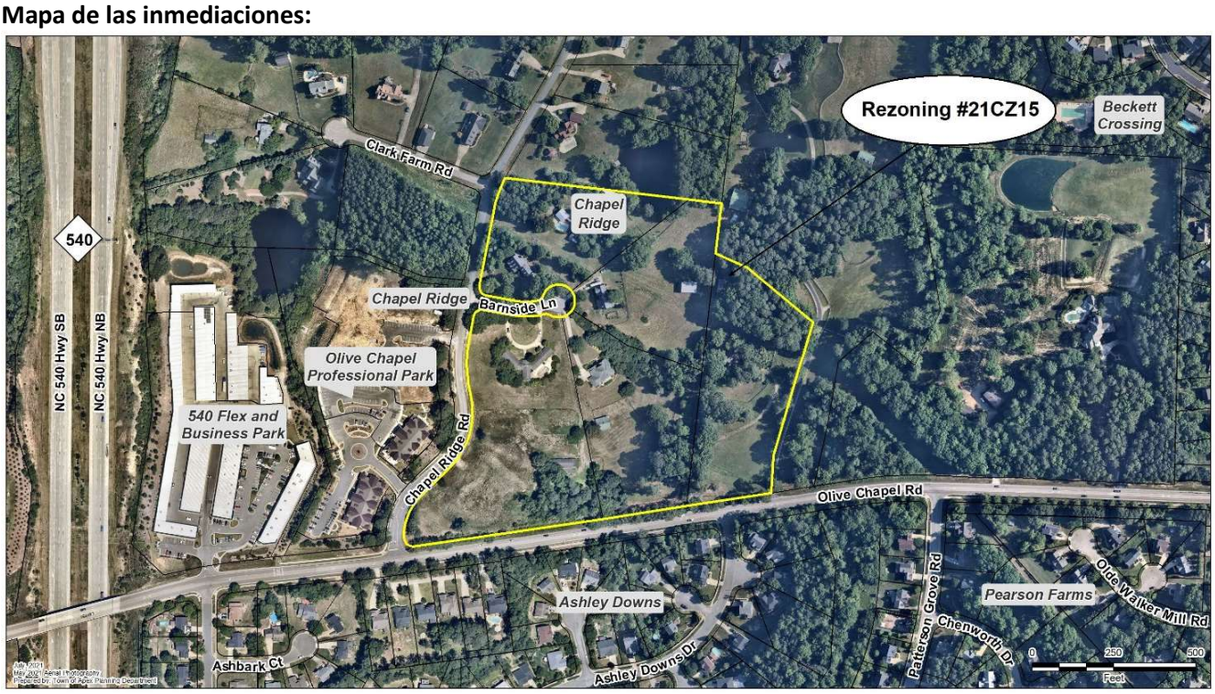
Fecha y hora de la audiencia pública de la Junta de Planificación: 9 de Agosto, 2021 4:30 P.M.

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 secretaría de la Junta de Planificación, Bonnie Brock (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 y Desarrollo Comunitario al 919-249-3426. Puede ver la solicitud y otros documentos relacionados aquí: https://www.apexnc.org/DocumentCenter/View/35535/21CZ15.

Dianne F. Khin, AICP
Directora de Planificación y Desarrollo Comunitario

Fechas de publicación: 23 de julio - 9 de Agosto, 2021

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

PUBLIC NOTIFICATION OF PUBLIC HEARINGS

CONDITIONAL ZONING #21CZ15
Chapel Ridge Towns 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: Toll Brothers, Inc.
Authorized Agent: Brendie Vega and Ed Tang, WithersRavenel
Property Addresses: 1412 Olive Chapel Road; 1400, 1401, 1408, 1409 Barnside Lane & Barnside Lane right-of-way
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2045 Land Use Map Designation: Medium Density Residential
Existing Zoning of Properties: Rural Residential (RR)
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 24, 2021 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 Deputy Town Clerk, Tesa Silver (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 members 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, Department of Planning and Community Development, with questions or for further information. To view the petition and related documents on-line: https://www.apexnc.org/DocumentCenter/View/35535.

Dianne F. Khin, AICP
Director of Planning and Community Development

Published Dates: July 30-August 24, 2021

TOWN OF APEX
PO BOX 250
APEX, NORTH CAROLINA 27502
TELÉFONO 919-249-3426

NOTIFICACIÓN PÚBLICA DE AUDIENCIAS PÚBLICAS

ORDENAMIENTO TERRITORIAL CONDICIONAL #21CZ15
Chapel Ridge Towns PUD

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: Toll Brothers, Inc.
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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: 24 de agosto, 2021 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 secretaría municipal adjunta, Tesa Silver (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 y Desarrollo Comunitario al 919-249-3426. Puede ver la solicitud y otros documentos relacionados aquí: https://www.apexnc.org/DocumentCenter/View/35535/21CZ15.

Dianne F. Khin, AICP
Directora de Planificación y Desarrollo Comunitario

Fechas de publicación: 30 de julio - 24 de agosto, 2021

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

PUBLIC NOTIFICATION OF PUBLIC HEARINGS

CONDITIONAL ZONING #21CZ15
Chapel Ridge Towns PUD
CONTINUED

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: Toll Brothers, Inc.
Authorized Agent: Brendie Vega and Ed Tang, WithersRavenel
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2045 Land Use Map Designation: Medium Density Residential
Existing Zoning of Properties: Rural Residential (RR)
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 24, 2021~~ September 28, 2021 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. Please visit www.apexnc.org on the day of the meeting to confirm whether the meeting will be held in-person or remotely.

If you are unable to attend, you may provide a written statement by email to public.hearing@apexnc.org, or submit it to the Deputy Town Clerk, Tesa Silver (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 members prior to their vote. Please include the Public Hearing name in the subject line.

In the event that the Town Council meeting is held remotely or with at least one member attending virtually, written comments may be submitted up to 24 hours prior to the scheduled time of the meeting per NCGS §166A-19.24 according to the methods specified above. Virtual meetings may be viewed via the Town's YouTube livestream at https://www.youtube.com/c/townofapexgov.

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, Department of Planning and Community Development, with questions or for further information. To view the petition and related documents on-line: https://www.apexnc.org/DocumentCenter/View/35535.

Dianne F. Khin, AICP
Director of Planning and Community Development

Published Dates: July 30-~~August 24, 2021~~ September 28

TOWN OF APEX
PO BOX 250
APEX, NORTH CAROLINA 27502
TELÉFONO 919-249-3426

NOTIFICACIÓN PÚBLICA DE AUDIENCIAS PÚBLICAS

ORDENAMIENTO TERRITORIAL CONDICIONAL #21CZ15
Chapel Ridge Towns PUD
CONTINUADO

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: Toll Brothers, Inc.
Agente autorizado: Brendie Vega and Ed Tang, WithersRavenel
Dirección de las propiedades: 1412 Olive Chapel Road; 1400, 1401, 1408, 1409 Barnside Lane & Barnside Lane right-of-way
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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: ~~24 de agosto~~ 28 de septiembre, 2021 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. Por favor visite www.apexnc.org el día de la reunión para confirmar si la reunión se llevará a cabo de manera presencial o remotamente.

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En caso de que la reunión del Consejo Municipal se lleve a cabo remotamente o que por lo menos uno de los miembros asista virtualmente, se permite presentar comentarios por escrito hasta 24 horas antes de la hora programada de la reunión según los estatutos de Carolina del Norte NCGS §166A-19.24 siguiendo los métodos especificados anteriormente. Las reuniones virtuales se pueden seguir en la transmisión en directo por YouTube a través del siguiente enlace: https://www.youtube.com/c/townofapexgov.

Mapa de las inmediaciones:

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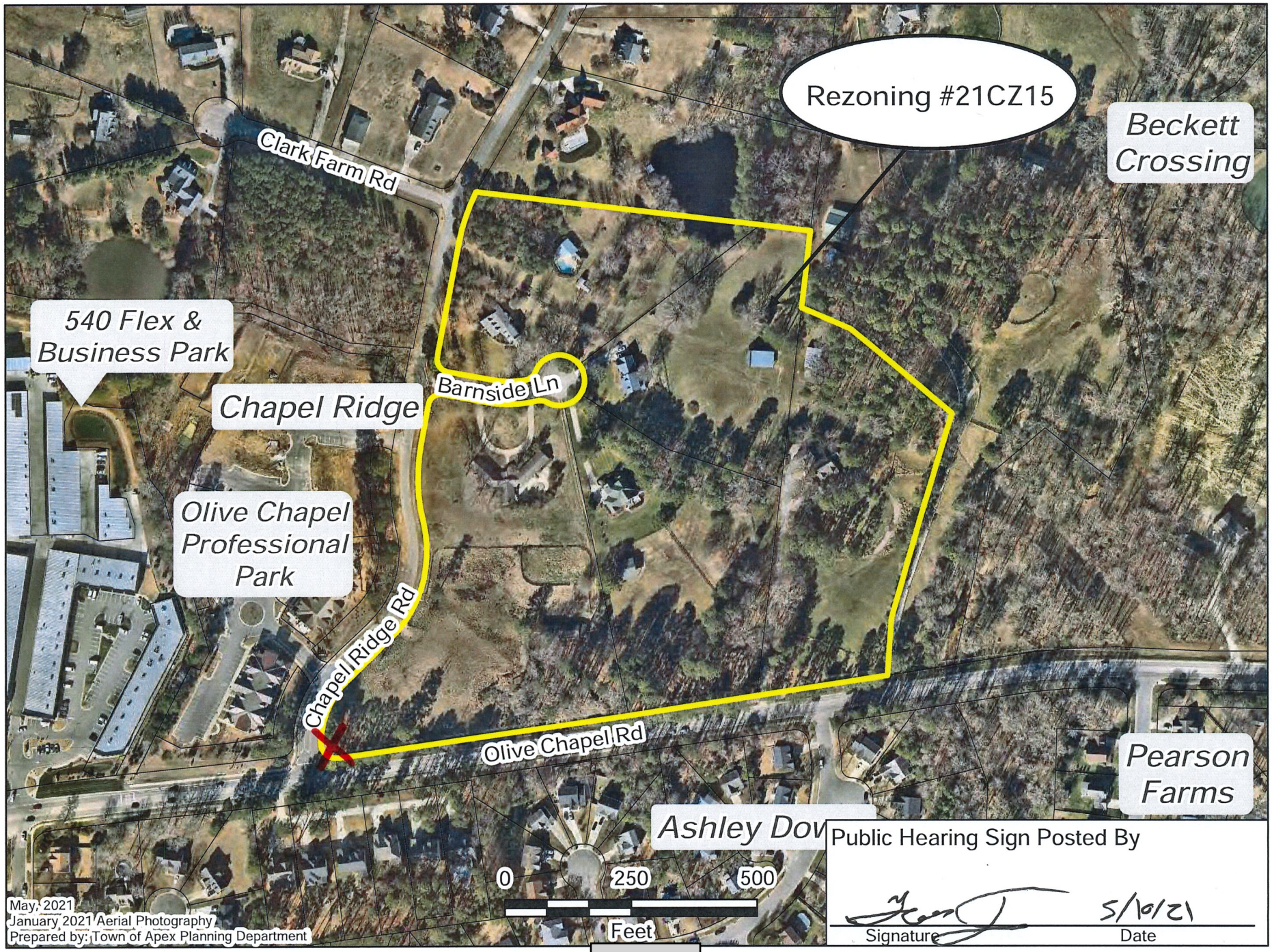
Dianne F. Khin, AICP
Directora de Planificación y Desarrollo Comunitario

Fechas de publicación: 30 de julio - ~~24 de agosto~~ 28 de s 21



Public Hearing Sign Posted By

Signature

5/10/21
Date

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 #21CZ15 Chapel Ridge Towns PUD
Project Location:	1412 Olive Chapel Road; 1400, 1401, 1408, 1409 Barnside Lane & Barnside Lane right-of-way
Applicant or Authorized Agent:	Toll Brothers, Inc. Brendie Vega and Ed Tang, WithersRavenel
Firm:	WithersRavenel

This is to certify that I, as Director of Planning and Community Development, mailed or caused to have mailed by first class postage for the above mentioned project on July 23, 2021, 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 Wake County Tax Assessor information 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.

7/26/2021
Date

Director of Planning and Community Development

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Paralee J. Smith, a Notary Public for the above State and County, this the 26 day of July, 2021.

PARALEE J. SMITH NOTARY PUBLIC JOHNSTON COUNTY, NC

Paralee J. Smith
Notary Public

My Commission Expires: 9/12/2023

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 #21CZ15 Chapel Ridge Towns PUD
Project Location:	1412 Olive Chapel Road; 1400, 1401, 1408, 1409 Barnside Lane & Barnside Lane right-of-way
Applicant or Authorized Agent:	Toll Brothers, Inc. Brendie Vega and Ed Tang, WithersRavenel
Firm:	WithersRavenel

This is to certify that I, as Director of Planning and Community Development, mailed or caused to have mailed by first class postage for the above mentioned project on July 30, 2021, 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 Wake County Tax Assessor information 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.

8/2/2021
Date

Director of Planning and Community Development

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Jeri Chastain Pederson, a Notary Public for the above State and County, this the 2 day of August, 2021.

JERI CHASTAIN PEDERSON
Notary Public
Wake County, North Carolina
My Commission Expires
March 10, 2024

Jeri Chastain Pederson
Notary Public

My Commission Expires: 3/10/2024

WAKE COUNTY PUBLIC SCHOOL SYSTEM

Glenn Carrozza
5625 Dillard Drive
Cary, NC, 27518
studentassignment@wcpss.net

tel: (919) 431-7333
fax: (919) 694-7753

July 13, 2021

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: May 3, 2021
- Name of development: 21CZ15 Chapel Ridge Towns PUD
- Address of rezoning/development: 1400, 1401, 1408, and 1409 Barnside Lane; 1412 Olive Chapel Rd
- Total number of proposed residential units: 127
- Type(s) of residential units proposed: Townhomes

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,
Glenn Carrozza
Glenn Carrozza

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PUBLIC HEARING

Meeting Date: September 28, 2021

Item Details

Presenter(s): Liz Loftin, Senior Planner

Department(s): Planning and Community Development

Requested Motion

Public hearing and possible motion to adopt an Ordinance on the Question of Annexation – Apex Town Council's intent to annex Shri Varni, LLC (Apex C-Store) property containing 6.064 acres located at 3600 Old US1 Hwy, Annexation #716 into the Town's corporate limits

Approval Recommended?

Yes, by the Planning and Community Development Department.

Item Details

The Town Clerk certifies to the investigation of said annexation.

Attachments

- Annexation Ordinance
- Annexation Petition
- Legal Description
- Map

TOWN OF APEX, NORTH CAROLINA
Municipality No. 333

After recording, please return to:
Donna Hosch, MMC, NCCMC, Town Clerk
Town of Apex
P.O. Box 250
Apex, NC 27502

ORDINANCE NO. 2021-0928-33
ANNEXATION PETITION NO. #716
Shri Varni, LLC (Apex C-Store)

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 28, 2021, 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 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 28, 2021. The survey plat that describes the annexed territory is that certain survey plat entitled "Satellite Annexation Plat for The Town of Apex, Benton W. Dewar and Associates Professional Land Surveyor, dated April 28, 2021" and recorded in Book of Maps book number 2021 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 28th day of September 2021.

_____
Jacques K. Gilbert
Mayor

ATTEST:

_____
Donna B. Hosch, MMC, NCCMC
Town Clerk

APPROVED AS TO FORM:

_____
Laurie L. Hohe
Town Attorney

Legal Description

LEGAL DESCRIPTION 1 OF 2

BEING LOT 1 OF THE BROADWELL/LEE PROPERTY AS RECORDED IN BOOK OF MAPS 2019 PAGE 2097; HAVING WAKE COUNTY PIN #0710827861; CONTAINING 5.985 ACRES TO THE CENTERLINE OF PUBLIC RIGHT OF WAYS, AND 5.374 ACRES EXCLUDING RIGHT OF WAYS; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN EXISTING MAG NAIL AT THE APPARENT INTERSECTION OF OLD US 1 HWY (NCSR #1011) AND NEW HILL OLIVE CHAPEL ROAD (NCSR #1041);

THENCE SOUTH 67 DEGREES 06 MINUTES 30 SECONDS WEST FOR A DISTANCE OF 164.16 FEET ALONG OLD US 1 HWY TO A POINT; THENCE SOUTH 58 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 100.00 FEET ALONG SAID ROAD TO A POINT; THENCE SOUTH 48 DEGREES 38 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 193.10 FEET ALONG SAID ROAD TO A POINT; THENCE 41 DEGREES 10 MINUTES 08 SECONDS WEST FOR A DISTANCE OF 30.27 FEET LEAVING SAID CENTERLINE TO A POINT ON THE NORTHERN RIGHT OF WAY OF OLD US 1 HWY; THENCE SOUTH 48 DEGREES 37 MINUTES 10 SECONDS WEST FOR A DISTANCE OF 210.63 FEET ALONG SAID RIGHT OF WAY TO AN EIS AT THE RIGHT OF WAY INTERSECTION WITH LASHLEE WAY, A PRIVATE EASEMENT; THENCE NORTH 41 DEGREES 02 MINUTES 16 SECONDS WEST FOR A DISTANCE OF 134.05 FEET ALONG SAID EASEMENT TO AN EIP; THENCE NORTH 27 DEGREES 53 MINUTES 17 SECONDS WEST FOR A DISTANCE OF 131.04 FEET ALONG SAID EASEMENT TO AN EIP; THENCE NORTH 74 DEGREES 21 MINUTES 40 SECONDS EAST FOR A DISTANCE OF 199.72 FEET LEAVING SAID EASEMENT TO AN EIP; THENCE SOUTH 41 DEGREES 10 MINUTES 08 SECONDS EAST FOR A DISTANCE OF 18.61 FEET TO AN EIP; THENCE NORTH 05 DEGREES 42 MINUTES 08 SECONDS EAST FOR A DISTANCE OF 209.86 FEET TO AN EIP; THENCE NORTH 15 DEGREES 23 MINUTES 58 SECONDS EAST FOR A DISTANCE OF 321.47 FEET TO AN EIP; THENCE NORTH 79 DEGREES 30 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 245.40 FEET TO AN EMN IN THE CENTERLINE OF NEW HILL OLIVE CHAPEL ROAD; THENCE SOUTH 10 DEGREES 11 MINUTES 17 SECONDS EAST FOR A DISTANCE OF 79.66 FEET ALONG SAID CENTERLINE TO A POINT; THENCE SOUTH 12 DEGREES 14 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 100.00 FEET ALONG SAID CENTERLINE TO A POINT; THENCE SOUTH 16 DEGREES 19 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 100.00 FEET ALONG SAID CENTERLINE TO A POINT; THENCE SOUTH 23 DEGREES 46 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 100.00 FEET ALONG SAID CENTERLINE TO A POINT; THENCE SOUTH 28 DEGREES 44 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 109.13 FEET TO THE POINT AND PLACE OF BEGINNING. TOGETHER WITH AND SUBJECT TO COVENANTS, EASEMENTS, AND RESTRICTIONS OF RECORD. SAID PROPERTY CONTAINS 5.985 ACRES TO THE CENTERLINE, MORE OR LESS, OF WHICH 0.611 ACRES ARE IN THE RIGHT OF WAY, LEAVING 5.374 ACRES NET.

LEGAL DESCRIPTION 2 OF 2

ADJACENT RIGHT OF WAY TO BE ANNEXED

BEING 0.079 ACRES/3,443 SF OF OLD US 1 HWY, LOCATED ALONG THE FRONTAGE OF 3605 OLD US 1 HWY, NEW HILL, NC AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING MAG NAIL AT THE APPARENT INTERSECTION OF OLD US 1 HWY (NCSR #1011) AND NEW HILL OLIVE CHAPEL ROAD (NCSR #1141); THENCE SOUTH 67 DEGREES 06 MINUTES 30 SECONDS WEST FOR A DISTANCE OF 133.10 FEET ALONG THE CENTERLINE OF OLD US 1 HWY TO A POINT; THENCE SOUTH 67 DEGREES 06 MINUTES 30 SECONDS WEST FOR A DISTANCE OF 31.06 FEET ALONG SAID CENTERLINE; THENCE SOUTH 58 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 69.01 FEET ALONG SAID RIGHT OF WAY; THENCE SOUTH 28 DEGREES 25 MINUTES 12 SECONDS EAST FOR A DISTANCE OF 32.08 FEET TO A POINT ON THE SOUTHERN RIGHT OF WAY OF OILD US 1 HWY; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 914.80 FEET AND AN ARC LENGTH OF 99.88 FEET, BEING SUBTENDED BY A CHORD OF NORTH 61 DEGREES 38 MINUTES 45 SECONDS EAST FOR A DISTANCE OF 99.83 FEET TO A POINT ON THE SOUTHERN RIGHT OF WAY OF OLD US 1 HWY; THENCE NORTH 28 DEGREES 29 MINUTES 17 SECONDS WEST FOR A DISTANCE OF 33.51 FEET TO THE POINT A PLACE OF BEGINNING. TOGETHER WITH AND SUBJECT TO COVENENANTS, EASEMENTS, AND RESTRICTIONS OF RECORD. SAID PROPERTY CONTAINS 0.079 ACRES MORE OR LESS.
STATE OF NORTH CAROLINA

COUNTY OF WAKE

CLERK'S CERTIFICATION

I, Donna B. Hosch, MMC, NCCMC, Town Clerk, Town of Apex, North Carolina, do hereby certify the foregoing is a true and correct copy of Annexation Ordinance No. 2021-0928-33, adopted at a meeting of the Town Council, on the 28th day of September 2021, 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 29th day of September 2021.

_____
Donna B. Hosch, MMC, NCCMC
Town Clerk

(SEAL)

PETITION FOR VOLUNTARY ANNEXATION

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

Application #:	716	Submittal Date:	7/29/2021
Fee Paid	$ 200.00	Check #	Credit Card

TO THE TOWN COUNCIL APEX, NORTH CAROLINA

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

OWNER INFORMATION

SHRI VARNI, LLC-KALPESH PATEL	0710827861
Owner Name (Please Print)	Property PIN or Deed Book & Page #
443-854-2273	kalpesh036@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: BENTON W. DEWAR AND ASSOCIATES

Phone: 919-552-9813 Fax: 919-557-2255

E-mail Address: bentondewar@gmail.com

ANNEXATION SUMMARY CHART

Property Information		Reason(s) for annexation (select all that apply)	
Total Acreage to be annexed:	5.37	Need water service due to well failure	☐
Population of acreage to be annexed:		Need sewer service due to septic system failure	☐
Existing # of housing units:		Water service (new construction)	☑
Proposed # of housing units:		Sewer service (new construction)	☑
Zoning District*:	B-1	Receive Town Services	☑

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

PETITION FOR VOLUNTARY ANNEXATION

Application #: 716 Submittal Date: 7/29/2021

COMPLETE IF IN A LIMITED LIABILITY COMPANY

In witness whereof, SHRI VARNI, 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 1st day of APRIL, 2021.

Name of Limited Liability Company SHRI VARNI, LLC

By: _____
Signature of Member/Manager

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Carla R. Bryant, a Notary Public for the above State and County, this the 12th day of, April, 2021.

_____
Notary Public

SEAL

CARLA R. BRYANT
Notary Public - North Carolina
Chatham County
My Commission Expires Jan 15, 2025

My Commission Expires: 01/15/2025

COMPLETE IF IN A PARTNERSHIP

In witness whereof, SHRI VARNI, LLC, a partnership, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this the 12 day of April, 2021.

Name of Partnership DEEPALI K. PATEL

By: _____
Signature of General Partner

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Carla R Bryant, a Notary Public for the above State and County, this the 12th day of April, 2021.

_____
Notary Public

SEAL

CARLA R. BRYANT
Notary Public - North Carolina
Chatham County
My Commission Expires Jan 15, 2025

My Commission Expires: 01/15/2025

LEGAL DESCRIPTION 1 OF 2

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TOGETHER WITH AND SUBJECT TO COVENANTS, EASEMENTS, AND RESTRICTIONS OF RECORD.

SAID PROPERTY CONTAINS 5.985 ACRES TO THE CENTERLINE, MORE OR LESS, OF WHICH 0.611 ACRES ARE IN THE RIGHT OF WAY, LEAVING 5.374 ACRES NET.

LEGAL DESCRIPTION 2 OF 2

ADJACENT
RIGHT OF WAY TO BE ANNEXED

BEING 0.079 ACRES/3,443 SF OF OLD US 1 HWY, LOCATED ALONG THE FRONTAGE OF 3605 OLD US 1 HWY, NEW HILL, NC AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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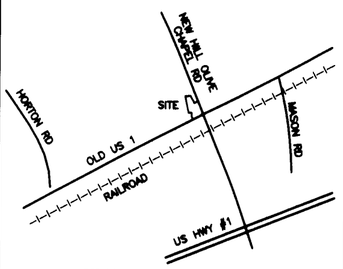
TOGETHER WITH AND SUBJECT TO COVENENANTS, EASEMENTS, AND RESTRICTIONS OF RECORD.

SAID PROPERTY CONTAINS 0.079 ACRES MORE OR LESS.



VICINITY MAP NTS

NOTES

AREA BY COORDINATES
NO NCGS CONTROL FOUND WITHIN 2000'

PROPERTY SUBJECT TO BOTH ABOVE AND/OR BELOW GROUND UTILITIES AND/OR EASEMENTS. ONLY VISIBLE UTILITIES WERE LOCTED BY THE SURVEYOR. CALL 811 BEFORE ANY DIGGING OR CONSTRUCTION TO HAVE ALL UTILITIES LOCATED.

THIS PROPERTY IS NOT LOCATED IN A FLOOD HAZARD AREA PER F.E.M.A. MAP #3720071000K EFF. DATE: 2/2/2007 ZONE X

REFERENCES

D.B. 2175 PG. 175
D.B. 16639 PG. 353
D,B, 16044 PG. 2065
D.B. 16854 PG. 31
D.B. 16698 PG. 1214
OTHERS AS SHOWN

ANNEXATION #_____

I, DONNA B. HOSCH, MMC, NCCMC, TOWN CLERK, APEX, NORTH CAROLINA, CERTIFY THAT THIS IS A TRUE AND EXACT MAP OF ANNEXATION ADOPTED THE _____DAY OF_____, 20_____, BY THE TOWN COUNCIL. I SET MY HAND AND SEAL OF THE TOWN OF APEX,_____.
DAY/MONTH/YEAR

_____
DONNA B. HOSCH, MMC NCCMC, TOWN CLERK

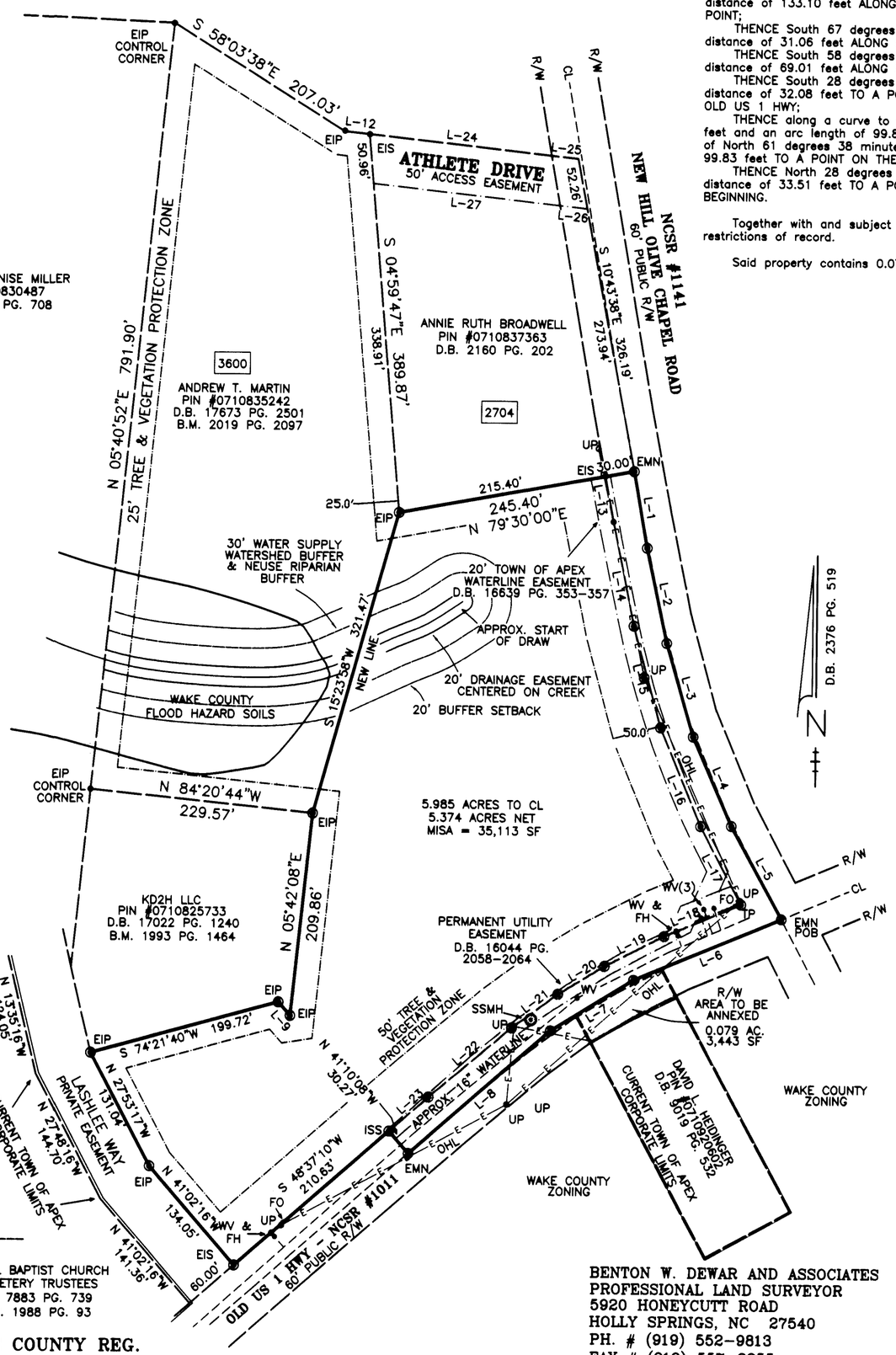
LEGEND:

CMS – CONCRETE MONUMENT SET
ECM – EXISTING CONCRETE MONUMENT
EIP – EXISTING IRON PIPE
EIS – EXISTING IRON STAKE
ERB – EXISTING REBAR
ECS – EXISTING COTTON SPIKE
EPK – EXISTING PK NAIL
EN – EXISTING NAIL
ERS – EXISTING RAILROAD SPIKE
IPS – IRON PIPE SET
ISS – IRON STAKE SET
RSS – RAILROAD SPIKE SET
NS – NAIL SET
PKS – PK OR MAG. NAIL SET
R/W – RIGHT OF WAY
CL – CENTERLINE
B.M. – BOOK OF MAPS
P.B. – PLAT BOOK
M.B. – MAP BOOK
D.B. – DEED BOOK
SB – SET BACK
EP – EDGE PAVEMENT
BC – BACK OF CURB
MH – MANHOLE
ELEV – ELEVATION
UP – UTILITY POLE
TP – TELEPHONE PEDESTAL
C/O – SEWER CLEAN OUT
WV – WATER VALVE
WM – WATER METER
HYD – FIRE HYDRANT
T – TELEPHONE
E – ELECTRIC
W – WATER
S – SANITARY SEWER
G – GAS LINE
D – DRAINAGE
POB – POINT OF BEGINNING
EMN – EXISTING MAG NAIL

ANNEXED AREA SUMMARY
5.985 ACRES(0.611 AC R/W)
+0.079 ACRES
6.064 TOTAL ANNEXED ACRES

ANNEXED RIGHT OF WAY
0.611 ACRES
+0.079 ACRES
0.690 ACRES

6.064 TOTAL ACRES ANNEXED
−0.690 ACRES IN RIGHT OF WAY
5.374 ACRES NET ANNEXED



RIGHT OF WAY TO BE ANNEXED

LEGAL DESCRIPTION

BEING 0.079 ACRES/3,443 SF OF OLD US 1 HWY RIGHT OF WAY, LOCATED AT 3605 OLD US 1 HWY, APEX, NC; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISITNG MAG NAIL AT THE APPARENT INTERSECTION OF OLD US 1 HWY(NCSR #1011) AND NEW HILL OLIVE CHAPEL ROAD(NCSR #1141);

THENCE South 67 degrees 06 minutes 30 seconds West for a distance of 133.10 feet ALONG THE CENTERLINE OF OLD US 1 HWY TO A POINT;
THENCE South 67 degrees 06 minutes 30 seconds West for a distance of 31.06 feet ALONG SAID CENTERLINE TO A POINT;
THENCE South 58 degrees 00 minutes 00 seconds West for a distance of 69.01 feet ALONG SAID CENTERLINE TO A POINT;
THENCE South 28 degrees 25 minutes 12 seconds East for a distance of 32.08 feet TO A POINT ON THE SOUTHERN RIGHT OF WAY OF OLD US 1 HWY;
THENCE along a curve to the right having a radius of 914.80 feet and an arc length of 99.88 feet, being subtended by a chord of North 61 degrees 38 minutes 45 seconds East for a distance of 99.83 feet TO A POINT ON THE SOUTHERN RIGHT OF WAY OF OLD US 1 HWY;
THENCE North 28 degrees 29 minutes 17 seconds West for a distance of 33.51 feet TO A POINT BEING THE POINT AND PLACE OF BEGINNING.

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 0.079 acres more or less.

COURSE	BEARING	DISTANCE
L-1	S 10°11'17"E	79.66'
L-2	S 12°14'00"E	100.00'
L-3	S 16°19'00"E	100.00'
L-4	S 23°46'00"E	100.00'
L-5	S 28°44'00"E	109.13'
L-6	S 67°06'30"W	164.16'
L-7	S 58°00'00"W	100.00'
L-8	S 48°38'00"W	193.10'
L-9	N 41°10'08"W	18.61'
L-10	N 05°41'52"E	66.93'
L-11	N 05°52'21"E	33.13'
L-12	S 83°50'00"E	25.93'
L-13	S 10°41'24"E	47.12'
L-14	S 11°40'14"E	110.00'
L-15	S 15°17'26"E	107.64'
L-16	S 22°40'40"E	109.20'
L-17	S 27°48'45"E	90.81'
L-18	S 66°58'08"W	85.37'
L-19	S 62°34'06"W	68.33'
L-20	S 58°29'31"W	55.88'
L-21	S 53°10'46"W	58.79'
L-22	S 49°42'07"W	111.38'
L-23	S 48°46'49"W	53.48'
L-24	S 83°50'00"E	188.28'
L-25	S 83°50'00"E	27.50'
L-26	N 83°50'00"W	28.32'
L-27	N 83°50'00"W	192.78'

LEGAL DESCRIPTION

BEING LOT 1 OF THE BROADWELL/LEE PROPERTY AS RECORDED IN BOOK OF MAPS 2019 PAGE 2097; HAVING WAKE COUNTY PIN #0710827861; CONTAINING 5.985 ACRES TO CENTERLINE OF PUBLIC RIGHT OF WAYS, AND 5.374 ACRES EXCLUDING RIGHT OF WAYS; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN EXISTING MAG NAIL AT THE APPARENT INTERSECTION OF OLD US 1 HWY(NCSR #1011) AND NEW HILL OLIVE CHAPEL ROAD(NCSR #1141);

THENCE South 67 degrees 06 minutes 30 seconds West for a distance of 164.16 feet ALONG OLD US 1 HWY TO A POINT;
THENCE South 58 degrees 00 minutes 00 seconds West for a distance of 100.00 feet ALONG SAID ROAD TO A POINT;
THENCE South 48 degrees 38 minutes 00 seconds West for a distance of 193.10 feet ALONG SAID ROAD TO A POINT;
THENCE North 41 degrees 10 minutes 08 seconds West for a distance of 30.27 feet LEAVING SAID CENTERLINE TO A POINT OF THE NORTHERN RIGHT OF WAY OF OLD US 1 HWY;
THENCE South 48 degrees 37 minutes 10 seconds West for a distance of 210.63 feet ALONG SAID RIGHT OF WAY TO AN EIS AT THE RIGHT OF WAY INTERSECTION WITH LASHLEE WAY, A PRIVATE EASEMENT;
THENCE North 41 degrees 02 minutes 16 seconds West for a distance of 134.05 feet ALONG SAID EASEMENT TO AN EIP;
THENCE North 27 degrees 53 minutes 17 seconds West for a distance of 131.04 feet ALONG SAID EASEMENT TO AN EIP;
THENCE North 74 degrees 21 minutes 40 seconds East for a distance of 199.72 feet LEAVING SAID EASEMENT TO AN EIP;
THENCE South 41 degrees 10 minutes 08 seconds East for a distance of 18.61 feet to an EIP;
THENCE North 05 degrees 42 minutes 08 seconds East for a distance of 209.86 feet to an EIP;
THENCE North 15 degrees 23 minutes 58 seconds East for a distance of 321.47 feet to an EIP;
THENCE North 79 degrees 30 minutes 00 seconds East for a distance of 245.40 feet TO AN EMN IN THE CENTERLINE OF NEW HILL OLIVE CHAPEL ROAD;
THENCE South 10 degrees 11 minutes 17 seconds East for a distance of 79.66 feet ALONG SAID CENTERLINE TO A POINT;
THENCE South 12 degrees 14 minutes 00 seconds East for a distance of 100.00 feet ALONG SAID CENTERLINE TO A POINT;
THENCE South 16 degrees 19 minutes 00 seconds East for a distance of 100.00 feet ALONG SAID CENTERLINE TO A POINT;
THENCE South 23 degrees 46 minutes 00 seconds East for a distance of 100.00 feet ALONG SAID CENTERLINE TO A POINT;
THENCE South 28 degrees 44 minutes 00 seconds East for a distance of 109.13 feet TO THE POINT AND PLACE OF BEGINNING.

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 5.985 acres to centerline more or less, of which 0.611 acres are in right of way, leaving 5.374 acres net.

OWNERS	SITE ADDRESS
SHRI VARNI, LLC 1812 VENEZIA WAY APEX, NC 27502	3600 OLD US 1 NEW HILL, NC 27562
D.B. 17968 PG. 918 B.M. 2019 PG. 2097	

100 0 50 100 200 400

SATELLITE ANNEXATION PLAT FOR

THE TOWN OF APEX

LOT 1 BROADWELL/LEE PROPERTY
BOOK OF MAPS 2019 PAGE 2097
DEED BOOK 17968 PAGE 918
BUCKHORN TOWNSHIP
WAKE COUNTY – NORTH CAROLINA

PIN #0710827861
REID #0087668

CURRENT – R-40W(WAKE)
PROPOSED – B-1(APEX)

DATE: 4/28/2021
SCALE: 1" = 100'

21-68L
BROADWELL/18/650

I, BENTON W. DEWAR, PROFESSIONAL LAND SURVEYOR NO. 3040, CERTIFY: THAT THIS SURVEY IS OF ANOTHER CATEGORY, SUCH AS RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXEMPTION OR EXCEPTION TO THE DEFINITION OF SUBDIVISION.

BENTON W. DEWAR, NCPLS – 3040

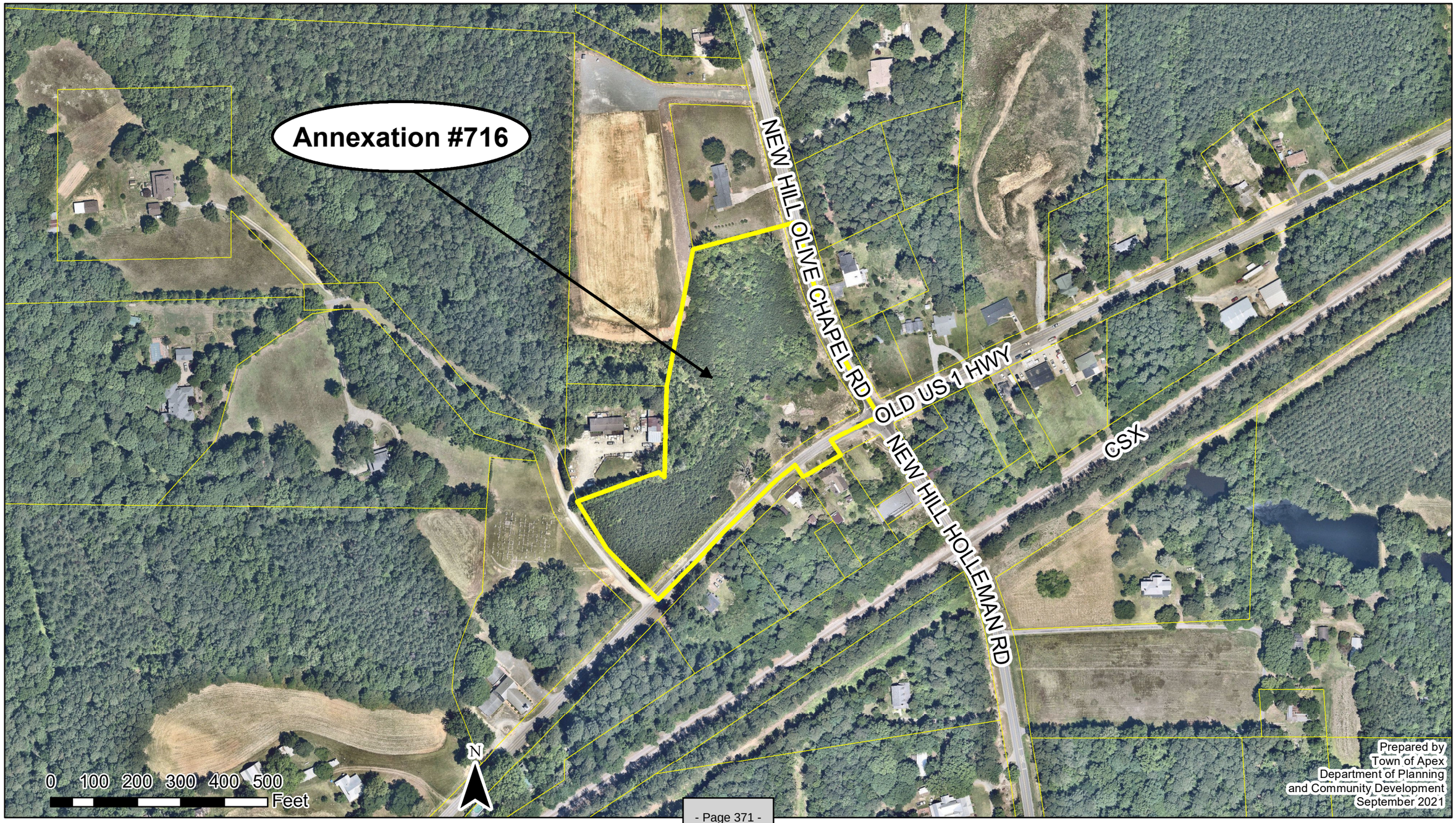
I, BENTON W. DEWAR CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION DEED BOOK 17968 PAGE 918 MAP # 2019 PAGE 2097; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK 17968 PAGE 918; THAT THE RATIO OF PRECISION OR POSITIONAL ACURACY AS CALCULATED IS 1:15,000+, THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMMENDED. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 1ST DAY OF SEPTEMBER, A.D. 2021

BENTON W. DEWAR, NCPLS – 3040

NEW HILL BAPTIST CHURCH & CEMETERY TRUSTEES
D.B. 7883 PG. 739
B.M. 1988 PG. 93

RECORDED IN BOOK OF MAPS 2021 PAGE _____ WAKE COUNTY REG.

BENTON W. DEWAR AND ASSOCIATES
PROFESSIONAL LAND SURVEYOR
5920 HONEYCUTT ROAD
HOLLY SPRINGS, NC 27540
PH. # (919) 552-9813
FAX # (919) 557-2255


Annexation #716
NEW HILL OLIVE CHAPEL RD
OLD US 1 HWY
NEW HILL HOLLEMAN RD
CSX
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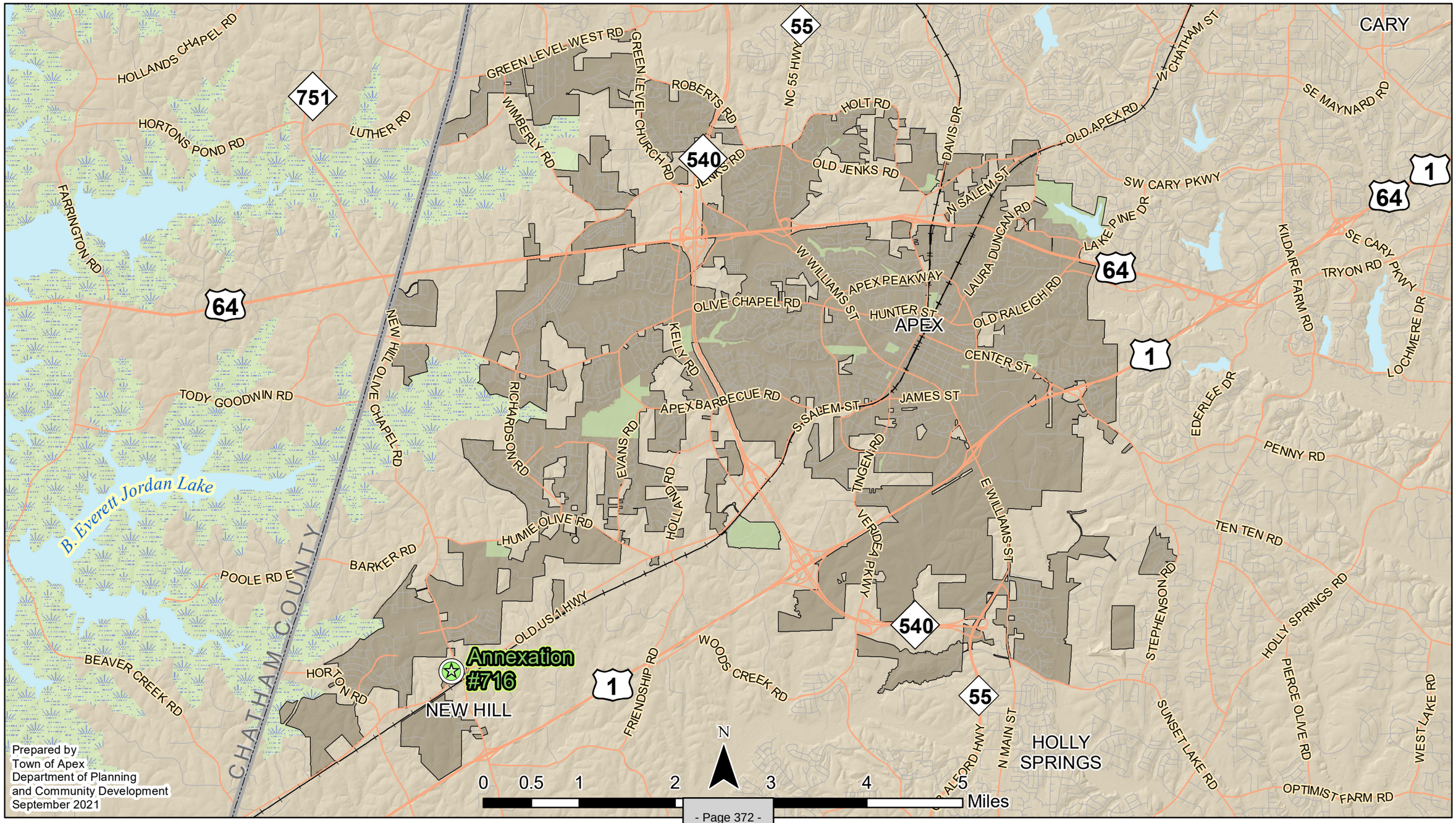
0 100 200 300 400 500
Feet
Prepared by
Town of Apex
Department of Planning
and Community Development
September 2021


Annexation #716
APEX
NEW HILL
HOLLY SPRINGS
CARY
CHATHAM COUNTY
B. Everett Jordan Lake
HOLLANDS CHAPEL RD
HORTONS POND RD
LUTHER RD
FARRINGTON RD
GREEN LEVEL WEST RD
GREEN LEVEL CHURCH RD
WIMBERLY RD
ROBERTS RD
JENKS RD
OLD JENKS RD
HOLT RD
NC 55 HWY
DAVIS DR
W CHATHAM ST
OLD APEX RD
SE MAYNARD RD
SW CARY PKWY
LAKE PINE DR
W SALEM ST
LAURA DUNCAN RD
W WILLIAMS ST
APEX PEAKWAY
OLIVE CHAPEL RD
HUNTER ST
OLD RALEIGH RD
CENTER ST
JAMES ST
S SALEM ST
APEX BARBECUE RD
KELLY RD
RICHARDSON RD
EVANS RD
HOLLAND RD
TINGEN RD
VERDEA PKWY
E WILLIAMS ST
KILDAIRE FARM RD
SE CARY PKWY
TRYON RD
LOCHMERE DR
EDERLEE DR
PENNY RD
TEN TEN RD
STEPHENSON RD
HOLLY SPRINGS RD
PIERCE OLIVE RD
WEST LAKE RD
SUNSET LAKE RD
OPTIMIST FARM RD
N MAIN ST
RALEIGH HWY
TODY GOODWIN RD
NEW HILL OLIVE CHAPEL RD
HUMIE OLIVE RD
BARKER RD
POOLE RD E
OLD US 1 HWY
HORTON RD
BEAVER CREEK RD
FRIENDSHIP RD
WOODS CREEK RD
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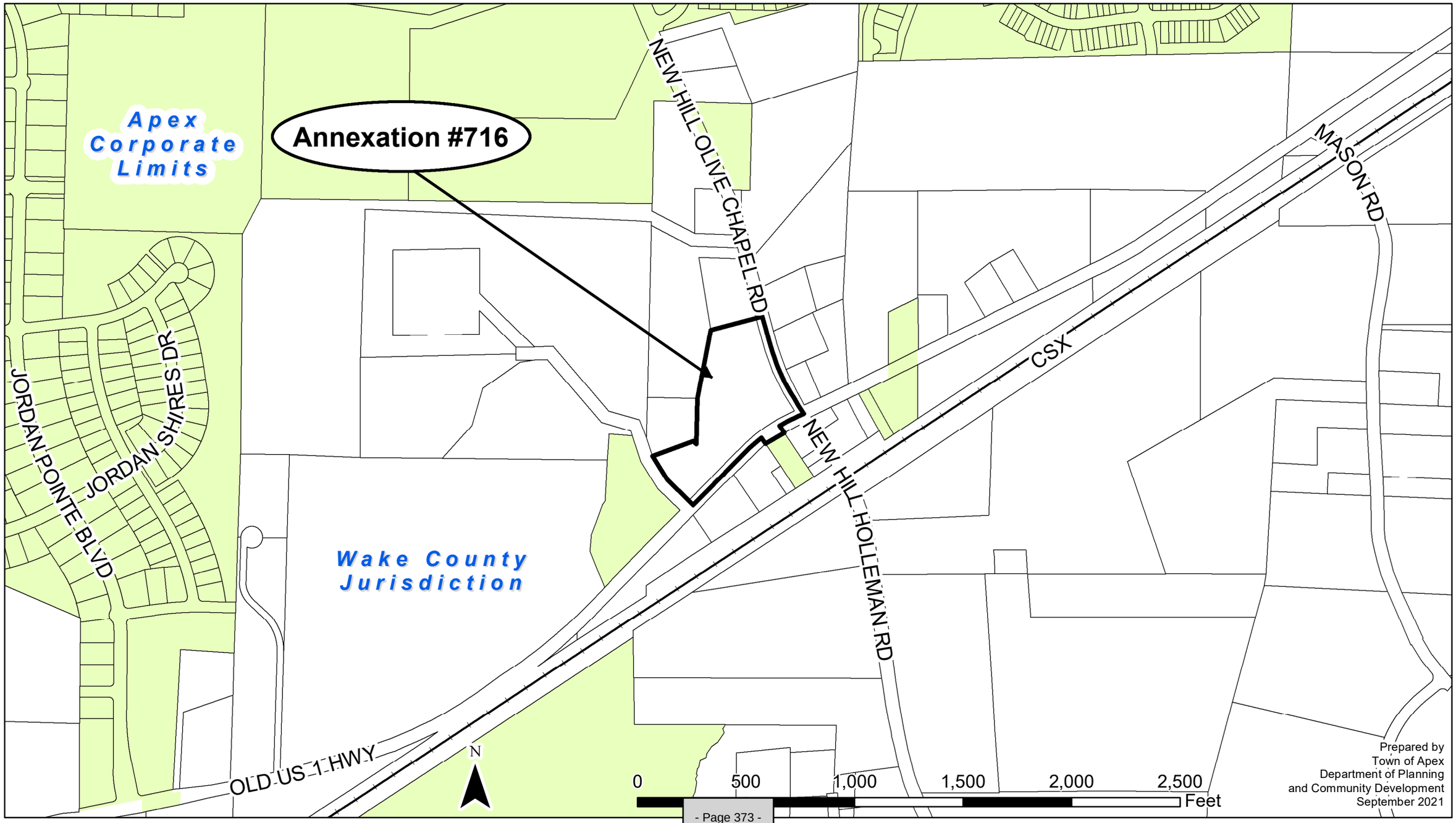
Prepared by
Town of Apex
Department of Planning
and Community Development
September 2021


Annexation #716
Apex Corporate Limits
Wake County Jurisdiction
NEW HILL OLIVE CHAPEL RD
MASON RD
CSX
NEW HILL HOLLEMAN RD
JORDAN POINTE BLVD
JORDAN SHIRES DR
OLD US 1 HWY
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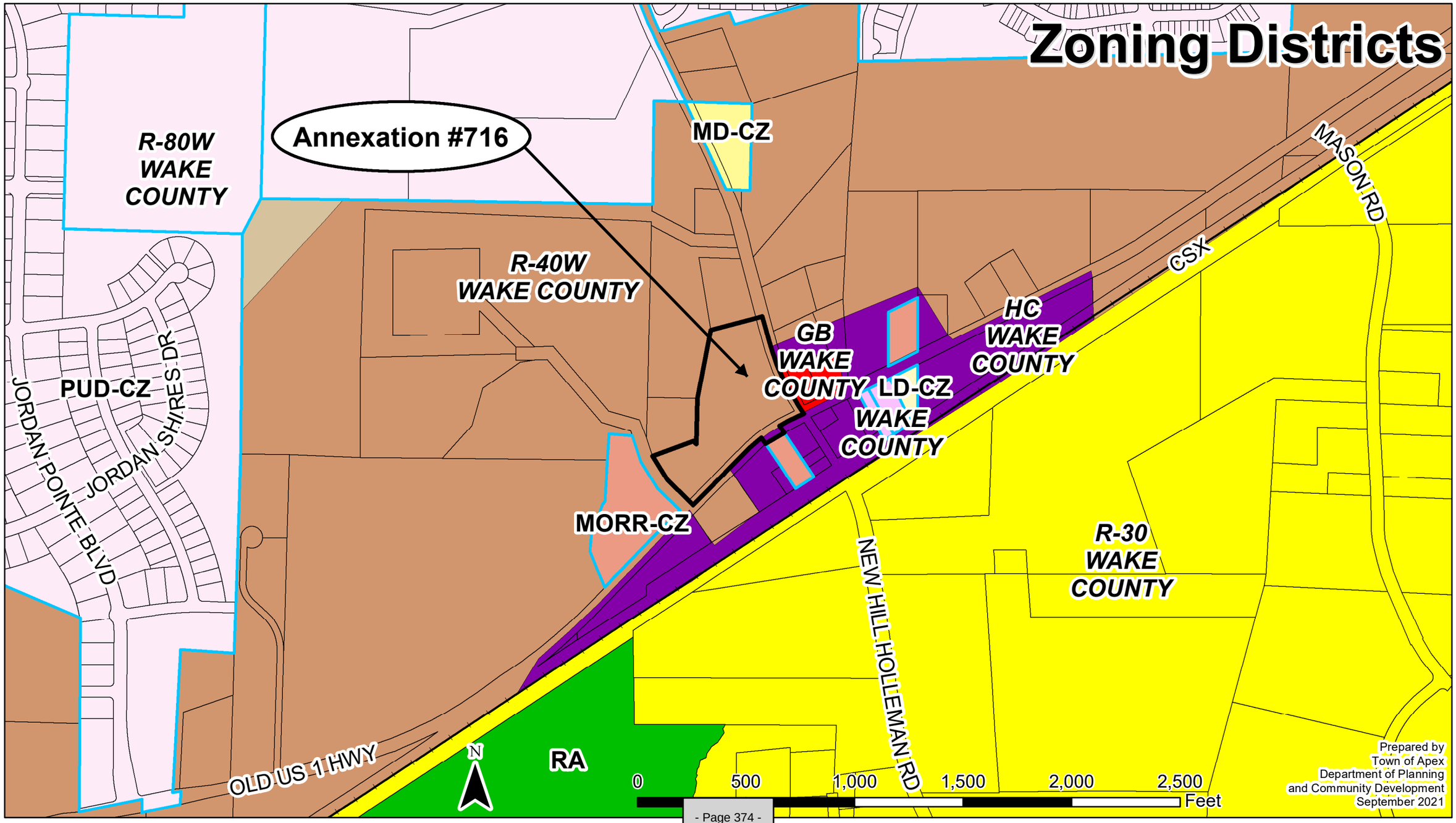
Feet
Prepared by
Town of Apex
Department of Planning
and Community Development
September 2021


Zoning Districts
Annexation #716
R-80W
WAKE
COUNTY
MD-CZ
R-40W
WAKE COUNTY
GB
WAKE
COUNTY
HC
WAKE
COUNTY
LD-CZ
WAKE
COUNTY
PUD-CZ
JORDAN POINTE BLVD
JORDAN SHIRES DR
MORR-CZ
CSX
MASON RD
NEW HILL HOLLEMAN RD
R-30
WAKE
COUNTY
OLD US 1 HWY
RA
N
0
500
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2,500
Feet
Prepared by
Town of Apex
Department of Planning
and Community Development
September 2021

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PUBLIC HEARING

Meeting Date: September 28, 2021

Item Details

Presenter(s): Liz Loftin, Senior Planner

Department(s): Planning and Community Development

Requested Motion

Public Hearing and possible motion to approve Rezoning Application #21CZ11 Apex C-Store and Ordinance. The applicant Kalpesh Patel, Shri Varni LLC, seeks to rezone approximately 5.37 acres from Wake County R-40W to Neighborhood Business- Conditional Zoning (B1-CZ). The proposed rezoning is located at 3600 Old US 1 Highway.

Approval Recommended?

The Planning and Community Development Department recommends approval.

The Planning Board held a Public Hearing on September 13, 2021 and unanimously voted to recommend approval of the rezoning with the conditions offered by the applicant including an additional condition related to building placement offered at the meeting.

Item Details

The property to be rezoned is identified as PIN 0710827861.

Attachments

- Staff Report
- Vicinity Map
- Application
- Statement of Town Council and Ordinance

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: 3600 Old US 1 Highway
Applicant/Owner: The Isaacs Group, P.C. /Shri Varni LLC, Kalpesh Patel

PROJECT DESCRIPTION:

Acreage: ± 5.37 acres
PINs: 0710827861
Current Zoning: Wake County R-40W
Proposed Zoning: Neighborhood Business-Conditional Zoning (B1-CZ)
2045 Land Use Map: Office Employment & Commercial Services
Town Limits: Wake County

Adjacent Zoning & Land Uses:

	Zoning	Land Use
North:	Wake County R-40W	Single-family detached; Vacant
South:	Mixed Office-Residential-Retail-Conditional Zoning (MORR-CZ #19CZ19); Wake County HC; Wake County R-40W	Old US 1 Highway; Single-family detached; Vacant
East:	Wake County GB, HC, & R-40W	New Hill Olive Chapel Rd; Single-family detached; Commercial; Vacant
West:	Mixed Office-Residential-Retail-Conditional Zoning (MORR-CZ #19CZ19)	Lashlee Way; Church

Existing Conditions:
The subject property is located at the northwest corner of the Old US 1 Highway and New Hill Olive Chapel Road intersection. The property is vacant and is heavily wooded.

Neighborhood Meeting:
The applicant conducted a neighborhood meeting on March 24, 2021. The neighborhood meeting report is attached.

2045 LAND USE MAP:
The 2045 Land Use Map identifies the property subject to this rezoning as Office Employment & Commercial Services. The proposed rezoning to Neighborhood Business-Conditional Zoning (B1-CZ) is consistent with those land use classifications.

PERMITTED USES:
The applicant is proposing the following permitted uses:

1. Convenience Store with gas sales
2. Convenience Store
3. Restaurant, general
4. Restaurant, drive-thru
5. Retail Sales, general
6. Grocery, general
7. Financial Institution
8. Veterinary Clinic
9. Medical and Dental Office or Clinic
10. Office, Business or Professional
11. Book Store
12. Floral Shop
13. Pharmacy
14. Pet Services
15. Studio for Art
16. Printing and Copying Service
17. Real Estate Sales
18. Auto Parts Store
19. Barber/Beauty Shop
20. Health/Fitness Center or Spa

PROPOSED ZONING CONDITIONS:
1. Increase design storm pre-and post-attenuation requirement to the 25-year storm.
2. Plant deciduous shade trees on the southern side of buildings.
3. Include solar conduit in building design.
4. Outdoor lighting shall be shielded in a way that focuses lighting to the ground.
5. Lighting with a color temperature of 3000K or less shall be used for outside installations. If a color temperature of 3000K is unavailable, 3500K is acceptable.
6. Preserve native trees within the buffer, including the large existing trees along the southern property line, according to the standards in the UDO.
7. Predominant exterior building materials shall be high quality materials, including brick, wood, stacked stone, other native stone, or tinted/textured concrete masonry units.
8. EIFS or synthetic stucco shall not be used in the first four feet above grade and shall be limited to only 25% of each building façade.
9. The exterior materials for nonresidential buildings shall include a combination of building materials. The primary (front) façade of the main buildings to be considered include:
   - brick masonry
   - decorative concrete block (either integrally colored or textured)
   - stone accents
   - aluminum storefronts with anodized or pre-finished colors
   - EIFS cornices, and parapet trim. EIFS or synthetic stucco shall not be used in the first four feet above grade and shall be limited to only 25% of each building facade.
10. The building shall be located between Old US 1 and the gas pumps.

ENVIROMENTAL ADVISORY BOARD:
The Apex Environmental Advisory Board (EAB) held a pre-application meeting for this rezoning on March 18, 2021. 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
Increase design storm pre- and post-attenuation requirement to the 25-year storm.	Added
Plant deciduous shade trees on southern side of buildings.	Added
Include solar conduit in building design.	Added

EAB Suggested Condition	Applicant's Response
Outdoor lighting shall be shielded in a way that focuses lighting to the ground.	Added
Lighting with a color temperature of 3000K or less shall be used for outside installations. If a color temperature of 3000K is unavailable, 3500K is acceptable.	Added
Preserve native trees within the buffer, including the large existing trees along the southern property line.	Added

PLANNING STAFF RECOMMENDATION:
Planning staff recommends approval of #21CZ11 Apex C-Store with the conditions as offered by the applicant.

PLANNING BOARD RECOMMENDATION:
The Planning Board held a Public Hearing on September 13, 2021 and unanimously voted to recommend approval of the rezoning with the conditions offered by the applicant including an additional condition related to building placement offered at the meeting.

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:

Approval of the rezoning is reasonable because the proposed Neighborhood Business-Conditional Zoning (B1-CZ) district is consistent with the Office Employment/Commercial Services and Office Employment land use classifications on the 2045 Land Use Map.

The proposed rezoning is reasonable and in the public interest because it will provide an opportunity for non-residential uses to serve the surrounding area, while providing flexibility for future development with the surrounding properties. It will also encourage compatible development of the property, increase the tax base and provide the flexibility to accommodate the growth in population, economy, and infrastructure consistent with that contemplated by the 2045 Land Use Map.

CONDITIONAL ZONING STANDARDS:
The Town Council shall find the Neighborhood Business- Conditional Zoning (B1-CZ) designation demonstrates compliance with the following standards. Sec. 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.

Rezoning #21CZ11
Lashlee Way
New Hill Olive Chapel Rd
Old US 1 Hwy
New Hill Holleman Rd
Womble Cir
0
250
500
Feet
April 2021
January 2021 Aerial Photography
Prepared by: Town of Apex Planning Department

PETITION TO AMEND THE OFFICIAL ZONING MAP & 2045 LAND USE MAP

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

Application #: 21CZ11 Submittal Date: April 1, 2021

2045 LUM Amendment: n/a Fee Paid: paid

Project Information

Project Name: APEX C-STORE

Address(es): 3600 OLD US 1 HIGHWAY

PIN(s): 0710827861

Acreage: 5.37

Current Zoning: R-40W Proposed Zoning: B-1 CZ

Current 2045 LUM Designation: OFFICE EMPLOYMENT & COMMERCIAL SERVICES

Proposed 2045 LUM Designation: COMMERCIAL SERVICES

See next page for LUM Amendment.

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

Area classified as mixed use: Acreage: N/A

Area proposed as non-residential development: Acreage: N/A

Percent of mixed use area proposed as non-residential: Percent: N/A

Applicant Information

Name: Shri Varni LLC - Kalpesh Patel

Address: 1812 Venzia Way

City: Apex State: Apex Zip: 27502

Phone: 443-854-2273 E-mail: kalpesh036@gmail.com

Owner Information

Name: Same as above

Address:

City: State: Zip:

Phone: E-mail:

Agent Information

Name: The Isaacs Group, P.C.

Address: 8720 Red Oak Blvd. Suite 420

City: Charlotte State: NC Zip: 28217

Phone: 704-626-6217 E-mail: wpugh@isaacsgrp.com

Other contacts: William Pugh-The Isaacs Group P.C.

Brian Upton-The Isaacs Group P.C.

PETITION TO AMEND THE OFFICIAL ZONING MAP & 2045 LAND USE MAP

Application #: #21CZ11 Submittal Date: April 1, 2021

2045 LAND USE MAP AMENDMENT (IF APPLICABLE)

The applicant does hereby respectfully request the Town Council amend the 2045 Land Use Map. In support of this request, the following facts are shown:

The area sought to be amended on the 2045 Land Use Map is located at:

3600 OLD US 1 HIGHWAY

Current 2045 Land Use Classification: OFFICE EMPLOYMENT & COMMERCIAL SERVICES

Proposed 2045 Land Use Classification: COMMERCIAL SERVICES

What condition(s) justifies the passage of the amendment to the 2045 Land Use Map? Discuss the existing use classifications of the subject area in addition to the adjacent land use classifications. Use additional pages as needed.

The partially wooded tract at 3600 Old US 1 Highway is currently zone as residential. The rezoning of the parcel to commercial is in line with the 2045 Land Use Map.

PETITION INFORMATION

Application #: #21CZ11 Submittal Date: April 1, 2021

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

PROPOSED USES:

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

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20		40	

PETITION INFORMATION

Application #: #21CZ21 Submittal Date: April 1, 2021

PROPOSED CONDITIONS:

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

•Increase design storm pre- and post-attenuation requirement to the 25-year storm.

•Plant deciduous shade trees on southern side of buildings.

•Include solar conduit in building design.

•Outdoor lighting shall be shielded in a way that focuses lighting to the ground.

•Lighting with a color temperature of 3000K or less shall be used for outside installations.

If a color temperature of 3000K is unavailable, 3500K is acceptable.

•Preserve native trees within the buffer, including the large existing trees along the southern property line.

LEGISLATIVE CONSIDERATIONS - CONDITIONAL ZONING

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

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

The 2045 LUM indicates this area for commercial development. The site is being rezoned for commercial use.

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

This is a transitional area from rural residential to urban commercial and the proposed use(s) are consistent with this area.

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

The proposed development will comply will all conditions of of Section 4.4 of the UDO.

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

Existing vegetation will be preserved in the perimeter buffer yards to minimize the visual impact on surrounding properties. If perimeter buffers are deemed to be lacking sufficient existing vegetation, supplemental plantings can be added.

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.

In addition to the preservation of vegetation in the perimeter buffers, the on-site storm water management facility will be designed to attenuate the 25-year storm event.

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.

Driveway locations will be positioned away from the intersection as directed by the DOT to minimize congestion at the proposed access to the site.

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.

In addition to the positioning of the driveways, site lighting will be provided in accordance with the town ordinance while providing a sense of security for customers patronizing the proposed business(es).

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

The development is intended to compliment the adjacent properties in order to provide services to the surrounding area.

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

The use(s) proposed with this development are in accordance with the 2045 LUM.

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

THE ISAACS GROUP
CIVIL ENGINEERING DESIGN & LAND SURVEYING
8720 RED OAK BOULEVARD, STE. 420
CHARLOTTE, N.C. 28217
PHONE (704) 527-3440 FAX (704) 527-8335

September 8, 2021

To: Town of Apex North Carolina
P.O. Box 250
Apex, NC 27502

From: Brian T. Upton, P.E.
The Isaacs Group, P.C.
8720 Red Oak Blvd. Suite 420
Charlotte, NC 28217

Re: Rezoning Case #21CZ11 Apex C-Store

PROPOSED ZONING CONDITIONS:

1. Increase design storm pre-and post-attenuation requirement to the 25-year storm.
2. Plant deciduous shade trees on the southern side of buildings.
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6. Preserve native trees within the buffer, including the large existing trees along the southern property line, according to the standards in the UDO.
7. Predominant exterior building materials shall be high quality materials, including brick, wood, stacked stone, other native stone, or tinted/textured concrete masonry units.
8. EIFS or synthetic stucco shall not be used in the first four feet above grade and shall be limited to only 25% of each building façade.
9. The exterior materials for nonresidential buildings shall include a combination of building materials. The primary (front) façade of the main buildings to be considered include:
   - brick masonry
   - decorative concrete block (either integrally colored or textured)
   - stone accents
   - aluminum storefronts with anodized or pre-finished colors
   - EIFS cornices, and parapet trim. EIFS or synthetic stucco shall not be used in the first four feet above grade and shall be limited to only 25% of each building facade.

21CZ11

WRITTEN CONSENT FOR ADDITIONAL ZONING CONDITIONS

The petitioner hereby expressly consents to all zoning conditions listed in the application and attached to the staff report, as well as the following conditions offered and consented to by the petitioner:

Application #: 21CZ11

The building shall be located between old US1 and the gas pumps.

Attest:

Authorized Agent/Property Owner(s) — Date: 09/13/21

KALPESH PATEL
Print Name

Additional Property Owner(s), if needed — Date

Print Name

CERTIFIED LIST OF NEIGHBORING PROPERTY OWNERS

Application #: #21CZ11 Submittal Date: April 1, 2021

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

	Owner's Name	PIN
1.	See attached List:	
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		

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

Date: 3/31/21 By: William Pugh

COUNTY OF WAKE STATE OF NORTH CAROLINA

Sworn and subscribed before me, William Pugh, a Notary Public for the above State and County, on this the 31st day of March, 2021.

KAREN A. KOCHER NOTARY PUBLIC MECKLENBURG COUNTY, NC SEAL

Karen A Kocher
Notary Public

KAREN A Kocher
Print Name

My Commission Expires: March 24, 2024

Myrtle H Horton
P.O. Box 312
New Hill, NC 27562-0312
PIN: 0710714834

Richard S. Burroughs Trustee
2508 Lashlee Way
New Hill, NC 27562-9607
PIN: 0710728789

Michael & Doris Nagle
3701 Old US 1 Hwy #1
New Hill, NC 27562-9763
PIN: 0710813926

New Hill Baptist Church & Cemetery
3700 Old US 1 Hwy
New Hill, NC 27562-9762
PIN: 0710824319

David M. Hepburn
1976 Old Byre Way
Apex, NC 27502-9113
PIN: 0710825733

Tony R. Vedder
3613 Old US 1 Hwy
New Hill, NC 27562-9761
PIN: 0710827352

Shri Varni, LLC
1812 Venezia Way
Apex, NC 27502-4740
PIN: 0710827861

Earl & Janet Miller III
112 Pine Springs Dr.
Council, NC 28434-8415
PIN: 0710829407

Ralph & Denies Miller, JR.
2509 Lashlee Way
New Hill, NC 27562-9608
PIN: 0710830487

Andrew T. Martin
105 Dunedin Ct.
Cary, NC 27511-6405
PIN: 0710835242

Annie Ruth L Broadwell
2704 New Hill Olive Chapel Rd.
New Hill, NC 27562-9176
PIN: 0710837363

David L. Heidinger
P.O. Box 287
Raleigh, NC 27602-2331
PIN: 0710920602

Public Service Co. of NC Inc.
800A Gaston Rd.
Gastonia, NC 28056-6519
PIN: 0710921567

Seaboard Air Line RR CO
3610 Bush St.
Raleigh, NC 27609-7511
PIN: 0710921594

Powell and Mason, LLC
2717 New Hill-Olive Chapel Rd.
New Hill, NC 27562-9177
PIN: 0710921922

Moss & Patina LLC
2717 New Hill-Olive Chapel Rd.
New Hill, NC 27562-9177
PIN: 0710922715

B Janice Siff & Aileen Denny
1631 Courtland Rd.
Alexandria, VA 22306-2704
PIN: 0710923721

Loretta Roundy Young
2717 New Hill-Olive Chapel Rd.
New Hill, NC 27562-9177
PIN: 0710931101

Claude Lee & Judy A Hudson
P.O. Box 7
New Hill, NC 27592-0007
PIN: 0710931641

Sula and Williams LLC
2717 New Hill-Olive Chapel Rd.
New Hill, NC 27562-9177
PIN: 0710932040

Apex First In-Vestments LLC
5448 Apex Peakway #222
Apex, NC 27502-3924
PIN: 0710934464

Laura B. Atkins
P.O. Box 217
New Hill, NC 27562-0217
PIN: 0710940061

AGENT AUTHORIZATION FORM

Application #: #21CZ11 Submittal Date: April 1, 2021

Shri Varni LLC - Kalpesh Patel is the owner* of the property for which the attached application is being submitted:

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

The property address is: 3600 Old US 1 Highway

The agent for this project is: The Isaacs Group, P.C.

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

Agent Name: Brian Upton P.E. and William Pugh

Address: 8720 Red Oak Blvd. Suite 420 Charlotte, NC 28217

Telephone Number: 704.527.3440

E-Mail Address: bupton@isaacsgrp.com and wpugh@isaacsgrp.com

Signature(s) of Owner(s)*

KM Patel

KALPESH PATEL — 04/01/21

Type or print name — Date

DEEPALI PATEL — 04/01/21

Type or print name — Date

Attach additional sheets if there are additional owners.

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

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

AFFIDAVIT OF OWNERSHIP

Application #: #21CZ11 Submittal Date: April 1, 2021

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

1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the sole owner, or is the authorized agent of all owners, of the property located at 3600 Old US 1 Highway and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").

2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.

3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated 7/13/2020, and recorded in the Wake County Register of Deeds Office on 7/16/2020, in Book 17968 Page 918.

4. If Affiant is the authorized agent of the owner(s) of the Property, Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).

5. If Affiant is the owner of the Property, from the time Affiant was deeded the Property on 7/13/2020, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on 3600 Old US 1 Highway, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.

This the 1st day of April, 2021.

(seal)

KALPESH PATEL

Type or print name

STATE OF NORTH CAROLINA
COUNTY OF Wake

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

CARLA R. BRYANT
Notary Public - North Carolina
Chatham County
My Commission Expires Jan 15, 2025

[NOTARY SEAL]

Notary Public
State of North Carolina
My Commission Expires: 01/15/2025

AFFIDAVIT OF OWNERSHIP: EXHIBIT A – LEGAL DESCRIPTION

Application #: #21CZ11 Submittal Date: April 1, 2021

Insert legal description below.

SEE ATTACHED DEED

L E G A L D E S C R I P T I O N

BEING LOT 1 OF THE BROADWELL/LEE PROPERTY AS RECORDED IN BOOK OF MAPS 2019 PAGE 2097; HAVING WAKE COUNTY PIN #0710827861; CONATAINING 5.985 ACRES TO CENTRLINE OF PUBLIC RIGHT OF WAYS, AND 5.374 ACRES EXCLUDING RIGHT OF WAYS; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN EXISTING MAG NAIL AT THE APPARENT INTERSECTION OF OLD US 1 HWY(NCSR #1011) AND NEW HILL OLIVE CHAPEL ROAD(NCSR #1141);

THENCE South 67 degrees 06 minutes 30 seconds West for a distance of 164.16 feet ALONG OLD US 1 HWY TO A POINT;
THENCE South 58 degrees 00 minutes 00 seconds West for a distance of 100.00 feet ALONG SAID ROAD TO A POINT;
THENCE South 48 degrees 38 minutes 00 seconds West for a distance of 193.10 feet ALONG SAID ROAD TO A POINT;
THENCE North 41 degrees 10 minutes 08 seconds West for a distance of 30.27 feet LEAVING SAID CENTERLINE TO A POINT OF THE NORTHERN RIGHT OF WAY OF OLD US 1 HWY;
THENCE South 48 degrees 37 minutes 10 seconds West for a distance of 210.63 feet ALONG SAID RIGHT OF WAY TO AN EIS AT THE RIGHT OF WAY INTERSECTION WITH LASHLEE WAY, A PRIVATE EASEMENT;
THENCE North 41 degrees 02 minutes 16 seconds West for a distance of 134.05 feet ALONG SAID EASEMENT TO AN EIP;
THENCE North 27 degrees 53 minutes 17 seconds West for a distance of 131.04 feet ALONG SAID EASEMENT TO AN EIP;
THENCE North 74 degrees 21 minutes 40 seconds East for a distance of 199.72 feet LEAVING SAID EASEMENT TO AN EIP;
THENCE South 41 degrees 10 minutes 08 seconds East for a distance of 18.61 feet to an EIP;
THENCE North 05 degrees 42 minutes 08 seconds East for a distance of 209.86 feet to an EIP;
THENCE North 15 degrees 23 minutes 58 seconds East for a distance of 321.47 feet to an EIP;
THENCE North 79 degrees 30 minutes 00 seconds East for a distance of 245.40 feet TO AN EMN IN THE CENTERLINE OF NEW HILL OLIVE CHAPEL ROAD;
THENCE South 10 degrees 11 minutes 17 seconds East for a distance of 79.66 feet ALONG SAID CENTERLINE TO A POINT;
THENCE South 12 degrees 14 minutes 00 seconds East for a distance of 100.00 feet ALONG SAID CENTERLINE TO A POINT;
THENCE South 16 degrees 19 minutes 00 seconds East for a distance of 100.00 feet ALONG SAID CENTERLINE TO A POINT;
THENCE South 23 degrees 46 minutes 00 seconds East for a distance of 100.00 feet ALONG SAID CENTERLINE TO A POINT;
THENCE South 28 degrees 44 minutes 00 seconds East for a distance of 109.13 feet TO THE POINT AND PLACE OF BEGINNING.

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 5.985 acres to centerline more or less, of which 0.611 acres are in right of way, leaving 5.374 acres net.

WAKE COUNTY PUBLIC SCHOOL SYSTEM

Wake County Residential Development Notification (N/A)

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

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

Please send any questions about this form to:

studentassignment-gis-group@wcpss.net

Developer Company *Information*	
Company *Name*	
Company Phone *Number*	
Developer Representative *Name*	
Developer Representative *Phone Number*	
Developer Representative *Email*	

New Residential Subdivision *Information*	
Date of Application for Subdivision	
City, Town or Wake County Jurisdiction	
Name of Subdivision	
Address of Subdivision (if unknown enter nearest cross streets)	
REID(s)	
PIN(s)	

Projected Dates *Information*	
Subdivision *Completion Date*	
Subdivision *Projected First Occupancy Date*	

Lot by Lot Development *Information*

Unit Type	Total # of Units	Senior Living	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	Square Foot Range		Price Range		Anticipated Completion Units & Dates					
								Min	Max	Low	High	Year	# Units	Year	# Units	Year	# Units
Single Family																	
Townhomes																	
Condos																	
Apartments																	
Other																	

Revised 08/10/2018

Instruction Packet and Affidavit for
Electronic Neighborhood Meetings

Town of Apex
Planning Department
PO Box 250
Apex, NC 27502

T: 919-249-3426
F: 919-249-3338

This packet consists of instructions and templates for conducting a required Electronic Neighborhood Meeting during times when in-person gatherings are restricted. Planning Department staff are available to advise you in the preparation of these materials. Call the Planning Department at (919) 249-3426 for more information.

WHAT IS THE PURPOSE OF A NEIGHBORHOOD MEETING?

A neighborhood meeting is a required form of community outreach to receive initial feedback regarding certain project types prior to submittal to the Planning Department per the standards found in UDO Sec. 2.2.7. The intention of the meeting is to initiate neighbor communication and identify issues and concerns early on and provide the applicant an opportunity to address neighbor concerns about the potential impacts of the project prior to submitting an application. A neighborhood meeting is valid for six (6) months prior to the submission of an application; a delay in submission requires a new neighborhood meeting.

WHEN IS A NEIGHBORHOOD MEETING REQUIRED?

- Rezonings (including Planned Unit Developments);
- Major Site Plans;
- Residential Master Subdivision Plans (excluding exempt subdivisions); or
- Special Use Permits

INSTRUCTIONS

Prior to submitting an application for a Rezoning, Major Site Plan, Residential Master Subdivision Plan (excluding exempt subdivisions), or Special Use Permit, the applicant must conduct at least one (1) Electronic Neighborhood Meeting as indicated below. The applicant shall submit all forms included in this packet with the initial application submittal.

Whenever feasible, an in-person Neighborhood Meeting following all of the requirements of the standard Neighborhood Meeting procedures shall be held prior to public hearing by the Planning Board and/or Town Council or approval by Technical Review Committee, as appropriate. Feasibility shall be determined by the Planning Director, taking into account the regularly published schedule, length of delay caused by ongoing emergency declarations, amount of public interest expressed during the electronic neighborhood meeting and afterwards, and any other pertinent information that would show that a particular project warrants an in-person neighborhood meeting prior to public hearings and/or approval.

The Electronic Neighborhood Meeting must be held in accordance with the following rules:

These groups and individuals must be invited to the meeting:

- The applicant is required to notify the Planning Department, all property owners within 300 feet of the subject property, and any neighborhood association that represents citizens in the area via first class mail a minimum of 10 days in advance of the neighborhood meeting, not including the day of mailing. The applicant shall use their own return address on the envelopes as the meeting is a private meeting between the applicant and the neighbors.
- The applicant shall include with the meeting notice a vicinity map in addition to the "mailed materials" requirements be

The meeting must be held within specific timeframes and meet certain requirements:

- During emergency declarations and/or limits on size of gatherings and social distancing, the meeting must be held as follows prior to application submittal:
    - Electronically via an interactive online video conferencing software such as Microsoft Teams, Zoom, WebEx, or any similar platform of the applicant's choice for a minimum of two (2) hours, Monday through Thursday, during the 5:00 p.m. - 9:00 p.m. time period. The meeting cannot be held on Town recognized holidays (which coincide with the State of North Carolina recognized holidays).
- An attendance sheet must be used log known attendees at the electronic meeting. Note if no one attended.
- Mailed materials requirements:

  In addition to a vicinity map, the following documents shall be mailed with the meeting notice:
    - For rezonings (excluding rezonings to PUD-CZ, TND-CZ and MEC-CZ), an existing zoning map of the area must be provided to help facilitate discussion.
    - For rezonings to PUD-CZ, TND-CZ and MEC-CZ; Major Site Plans; Residential Master Subdivision Plans; and Special Use Permits, preliminary plans of the proposed development must be provided to help facilitate discussion. Neighbors may request emailed copies of the maps or plans from the applicant by contacting the applicant and requesting such; applicant shall provide reduced copies upon request.
    - Contact information for the applicant's representative and Town Staff must be provided on the attached "Project Contact Information" form.
    - "Common Construction Issues & Who to Call" sheet (attached) must be included.
    - A copy of the mailed materials must be included as part of the Neighborhood Meeting report.
- The agenda for the Electronic Neighborhood Meeting shall include:
    - Explanation of all processes the meeting is being held for (rezoning, subdivision, etc.).
    - Explanation of future meetings (additional neighborhood meetings, Planning Board, Town Council, etc.).
    - Explanation of development proposal – uses and conditions for rezonings, layout for subdivision and site plans, and builder/end user if known/public knowledge.
- Questions or concerns by virtual attendees, and responses by the applicant, if any, must be noted. The applicant shall also include any questions and concerns received via written correspondence (such as email) or phone call along with responses provided by the applicant during the Electronic Neighborhood Meeting and in the Neighborhood Meeting Report.
- The applicant shall be responsible for notifying any neighbors who request to be kept up-to-date of any additional neighborhood meetings and the actual submittal date to the Town with a link to the Town of Apex's Interactive Development Map.

For accountability purposes, please submit the following with your application:

- A copy of the letter mailed to neighbors and neighborhood organizations (use attached invitation template);
- A list of those persons and neighborhood organizations invited to the meeting;
- A copy of the attendance sheet for the Electronic Neighborhood Meeting (use attached attendance sheet template);
- A summary of the meeting and a list of any changes made to the project as a result of the neighborhood comments (use attached meeting summary template);
- The affidavit, signed, dated, and notarized (use attached affidavit template); and
- One reduced copy of the maps and/or plans provided in the mailing.

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.

3/9/21
Date

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

3600 OLD US 1 HIGHWAY — Address(es)

0710827861 — 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
☒	Rezoning (including Planned Unit Development)	Town Council
☐	Major Site Plan	Town Council (QJPH*)
☐	Special Use Permit	Town Council (QJPH*)
☐	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)):
REZONING FOR THE CONSTRUCTION OF A C-STORE WITH A FUEL CANOPY.

Estimated submittal date: April 2021

MEETING INFORMATION:

Property Owner(s) name(s):	SHRI VARNI, LLC(NEEL PATEL)
Applicant(s):	THE ISAACS GROUP, P.C.
Contact information (email/phone):	WILLIAM PUGH-wpugh@isaacsgrp.com-704.626.6217
Electronic Meeting invitation/call in info:	Please Email: wpugh@isaacsgrp.com for meeting link
Date of meeting**:	3/24/21
Time of meeting**:	5:00 PM

MEETING AGENDA TIMES:
Welcome: 5:00-5:15 PM Project Presentation: 5:15-5:45 PM Question & Answer: 5:45 PM-7:00

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

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: APEX C-STORE Zoning: EX. R-40W/PROP. B-1

Location: 3600 OLD US 1 HIGHWAY

Property PIN(s): 0710827861 Acreage/Square Feet: 5.37/233,917.20 SQ. FT.

Property Owner: SHRI VARNI, LLC(NEEL PATEL)

Address: 1812 VENZIA WAY

City: APEX State: NC Zip: 27502

Phone: 919.525.8917 Email: neelkpatel@gmail.com

Developer: SHRI VARNI, LLC(NEEL PATEL)

Address: 1812 VENZIA WAY

City: APEX State: NC Zip: 27502

Phone: 919.525.8917 Fax: Email: neelkpatel@gmail.com

Engineer: THE ISAACS GROUP, P.C.,(BRIAN T. UPTON, P.E.

Address: 8720 RED OAK BLVD. SUITE 420

City: CHARLOTTE State: NC Zip: 28217

Phone: 704.527.3440 Fax: 704.527.8335 Email: bupton@isaacsgrp.com

Builder (if known): TBD

Address:

City: State: Zip:

Phone: Fax: Email:

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

Town of Apex Department Contacts

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

Providing Input to Town Council:

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

Private Agreements and Easement Negotiation:

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

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

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

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

Documentation:

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

COMMON CONSTRUCTION ISSUES & WHO TO CALL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ELECTRONIC NEIGHBORHOOD MEETING ATTENDANCE SHEET

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

Meeting Format: MEETING HELD VIA TEAMS

Date of meeting: 3/24/21 Time of meeting: 5:30

Property Owner(s) name(s): SHRI VARNI, LLC

Applicant(s): THE ISAACS GROUP, P.C.

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

	NAME/ORGANIZATION	ADDRESS	PHONE #	EMAIL	SEND PLANS & UPDATES
1.	LORETTA YOUNG	2717 NEW HILL-OLIVE CHAPEL RD NEW HILL, NC 27562	[redacted]		Y
2.	DAVID HORTON Jr	P.O. BOX 312NGS DR COUNCIL, NC 28434			Y
3.	DOUGLAS DENNY	1631 COURTLAND RD. ALEXANDRIA, VA 22306			Y
4.	EARL & JANET MILLER	112 PINE SPRINGS DR COUNCIL, NC 28434			Y
5.	KALPESH PATEL(OWNER)	1812 VENEZIA WAY APEX, NC 27502			Y
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					

Use additional sheets, if necessary.

SUMMARY OF DISCUSSION FROM THE ELECTRONIC NEIGHBORHOOD MEETING

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

Property Owner(s) name(s): SHRI VARNI, LLC(NEEL PATEL)

Applicant(s): THE ISAACS GROUP, P.C.

Contact information (email/phone): WILLIAM PUGH-wpugh@isaacsgrp.com-704.626.6217

Meeting Format: MEETING BEING HELD VIA TEAMS

Date of meeting: 3/24/21 Time of meeting: 5:30 PM

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

Question/Concern #1:

WHAT BRAND OF GAS WILL BE SERVED AT THE PROPOSED C-STORE?

Applicant's Response:

THE OWNER STATED, "BP GAS WILL MOST LIKELY BE THE BRAND".

Question/Concern #2:

WILL THERE BE ANY OTHER DEVELOPMENT ON THE PARCEL?

Applicant's Response:

THE ENGINEER STATED, "ONLY THE OPEN SPACE BETWEEN THE FUEL CANOPY AND THE ACCESS DRIVE OFF OF NEW HILL OLIVE CHAPEL ROAD WILL BE DEVELOPED".

Question/Concern #3:

WILL THE C-STORE SERVE FOOD OR HAVE AN EATING AREA?

Applicant's Response:

THE OWNER STATED, "THEY ARE TRYING TO WORK OUT A DEAL WITH CHICK-FIL OR POSSIBLY SOME OTHER FASTFOOD USE. NOTHING HAS BEEN FINLIZED AT THIS TIME".

Question/Concern #4:

WHAT IS THE PROJECTED OPENING DATE FOR THE C-STORE?

Applicant's Response:

THE ENGINEER STATED, "THE PROJECT WILL HOPEFULLY OPEN DURING THE FIRST QUARTER OF 2022:.

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

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

I, WILLIAM PUGH, do hereby declare as follows:
Print Name

1. I have conducted an Electronic Neighborhood Meeting for the proposed Rezoning, Major Site Plan, Residential Master Subdivision Plan, or Special Use Permit in accordance with UDO Sec. 2.2.7 *Neighborhood Meeting*.

2. The meeting invitations were mailed to the Apex Planning Department, all property owners within 300 feet of the subject property and any neighborhood association that represents citizens in the area via first class mail a minimum of 10 days in advance of the Electronic Neighborhood Meeting.

3. The meeting was conducted via MICROSOFT TEAMS (indicate format of meeting) on 3/24/21 (date) from 5:00 (start time) to 7:31 (end time).

4. I have included the mailing list, meeting invitation, attendance sheet issue/response summary, and zoning map/reduced plans with the application.

5. I have prepared these materials in good faith and to the best of my ability.

3/26/2021
Date

By: _____

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, William Pugh, a Notary Public for the above State and County, on this the 26th day of March, 2021.

SEAL
KAREN A. KOCHER NOTARY PUBLIC MECKLENBURG COUNTY, NC

Karen A Kocher
Notary Public
KAREN A. KOCHER
Print Name

My Commission Expires: March 24, 2021

PLANNING BOARD REPORT TO TOWN COUNCIL

Rezoning Case: 21CZ11 Apex C-Store

Planning Board Meeting Date: September 13, 2021

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:	±5.37 acres
PIN(s):	0710827861
Current Zoning:	Wake County R-40W
Proposed Zoning:	Neighborhood Business-Conditional Zoning (B1-CZ)
2045 Land Use Map:	Office Employment & Commerical Services
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: _____

☑ Apex Transportation Plan
☑ Consistent ☐ Inconsistent Reason: _____

☐ Parks, Recreation, Open Space, and Greenways Plan
☐ Consistent ☐ Inconsistent Reason: _____

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: _____

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 Recommendation:

Motion: To recommend approval w/add'l condition re: pump location.

Introduced by Planning Board member: Reginald Skinner

Seconded by Planning Board member: Tina Sherman

☐ *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:

Conditions as proposed by the applicant including one additional condition:

The building shall be located between Old US 1 and the gas pumps.

☐ *Denial*: the project is not consistent with all applicable officially adopted plans and/or the applicable legislative considerations as noted above.

With 7 Planning Board Member(s) voting "aye"

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

Reasons for dissenting votes:

This report reflects the recommendation of the Planning Board, this the 13th day of September 2021.

Attest:

Michael Marks Digitally signed by Michael Marks Date: 2021.09.13 20:43:35 -04'00'

Michael Marks, Planning Board Chair

Dianne Khin Digitally signed by Dianne Khin Date: 2021.09.13 16:53:37 -04'00'

Dianne Khin, Director of Planning and Community Development

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

PUBLIC NOTIFICATION OF PUBLIC HEARINGS

CONDITIONAL ZONING #21CZ11
Apex C-Store

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:

Applicant: Kalpesh Patel, Shri Varni, LLC
Authorized Agent: The Isaacs Group, P.C.
Property Addresses: 3600 Old US 1 Highway
Acreage: ±5.37 acres
Property Identification Numbers (PINs): 0710827861
Current 2045 Land Use Map Designation: Office Employment & Commerical Services
Existing Zoning of Properties: Wake County R-40W
Proposed Zoning of Properties: Neighborhood Business-Conditional Zoning (B1-CZ)

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

Planning Board Public Hearing Date and Time: September 13, 2021 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/c/townofapexgov. Please visit www.apexnc.org on the day of the meeting to confirm whether the meeting will be held in-person or remotely.

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, Bonnie Brock (73 Hunter Street or USPS mail - P.O. Box 250, Apex, NC 27502), up to 24 hours prior to the scheduled time of the meeting per to NCGS §166A-19.24. 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.

In the event that the Planning Board meeting is held remotely or with at least one member attending virtually, written comments may be submitted up to 24 hours prior to the scheduled time of the meeting per NCGS §166A-19.24 according to the methods specified above. Virtual meetings may be viewed via the Town's YouTube livestream at https://www.youtube.com/c/townofapexgov.

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, Department of Planning and Community Development, with questions or for further information. To view the petition and related documents on-line: https://www.apexnc.org/DocumentCenter/View/35198.

Dianne F. Khin, AICP
Director of Planning and Community Development

Published Dates: August 27 – September 13, 2021

TOWN OF APEX
PO BOX 250
APEX, NORTH CAROLINA 27502
TELÉFONO 919-249-3426

NOTIFICACIÓN PÚBLICA DE AUDIENCIAS PÚBLICAS

ORDENAMIENTO TERRITORIAL CONDICIONAL #21CZ11
Apex C-Store

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: Kalpesh Patel, Shri Varni, LLC
Agente autorizado: The Isaacs Group, P.C.
Dirección de las propiedades: 3600 Old US 1 Highway
Superficie: ±5.37 acres
Números de identificación de las propiedades: 0710827861
Designación actual en el Mapa de Uso Territorial para 2045: Office Employment & Commerical Services
Ordenamiento territorial existente de las propiedades: Wake County R-40W
Ordenamiento territorial propuesto para las propiedades: Neighborhood Business-Conditional Zoning (B1-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: 13 de Septiembre, 2021 4:30 P.M.

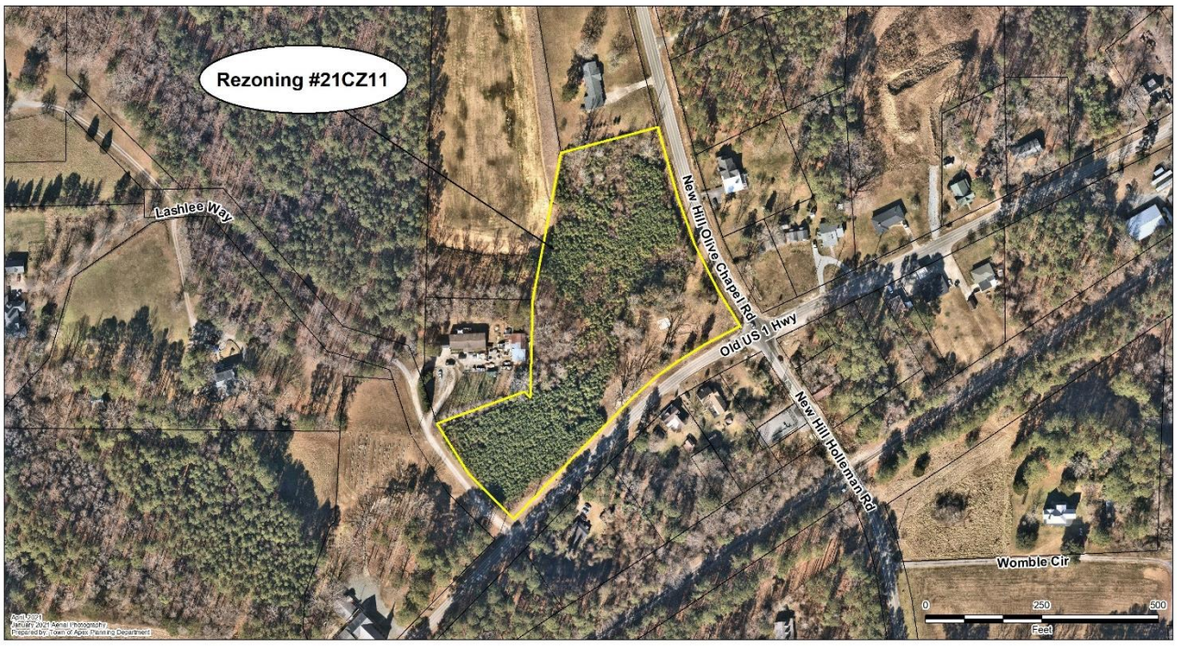
Puede asistir a la reunión de manera presencial o seguir la transmisión en directo por YouTube a través del siguiente enlace: https://www.youtube.com/c/townofapexgov. Por favor visite www.apexnc.org el día de la reunión para confirmar si la reunión se llevará a cabo de manera presencial o remotamente.

Si no puede asistir, puede enviar una declaración escrita por correo electrónico a public.hearing@apexnc.org, o presentarla a la secretaría de la Junta de Planificación, Bonnie Brock (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.

En caso de que la reunión de la Junta de Planificación se lleve a cabo remotamente o que por lo menos uno de los miembros asista virtualmente, se permite presentar comentarios por escrito hasta 24 horas antes de la hora programada de la reunión según los estatutos de Carolina del Norte NCGS §166A-19.24 siguiendo los métodos especificados anteriormente. Las reuniones virtuales se pueden seguir en la transmisión en directo por YouTube a través del siguiente enlace: https://www.youtube.com/c/townofapexgov.

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 y Desarrollo Comunitario al 919-249-3426. Puede ver la solicitud y otros documentos relacionados aquí: https://www.apexnc.org/DocumentCenter/View/35198.

Dianne F. Khin, AICP
Directora de Planificación y Desarrollo Comunitario

Fechas de publicación: 27 de agosto - 13 de setiembre

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

PUBLIC NOTIFICATION OF PUBLIC HEARINGS

CONDITIONAL ZONING #21CZ11
Apex C-Store

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: Kalpesh Patel, Shri Varni, LLC
Authorized Agent: The Isaacs Group, P.C.
Property Addresses: 3600 Old US 1 Highway
Acreage: ±5.37 acres
Property Identification Numbers (PINs): 0710827861
2045 Land Use Map Designation: Office Employment & Commerical Services
Existing Zoning of Properties: Wake County R-40W
Proposed Zoning of Properties: Neighborhood Business-Conditional Zoning (B1-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: September 28, 2021 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. Please visit www.apexnc.org on the day of the meeting to confirm whether the meeting will be held in-person or remotely.

If you are unable to attend, you may provide a written statement by email to public.hearing@apexnc.org, or submit it to the Deputy Town Clerk, Tesa Silver (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 members prior to their vote. Please include the Public Hearing name in the subject line.

In the event that the Town Council meeting is held remotely or with at least one member attending virtually, written comments may be submitted up to 24 hours prior to the scheduled time of the meeting per NCGS §166A-19.24 according to the methods specified above. Virtual meetings may be viewed via the Town's YouTube livestream at https://www.youtube.com/c/townofapexgov.

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, Department of Planning and Community Development, with questions or for further information. To view the petition and related documents on-line: https://www.apexnc.org/DocumentCenter/View/35198.

Dianne F. Khin, AICP
Director of Planning and Community Development

Published Dates: September 3-September 28, 2021

TOWN OF APEX
PO BOX 250
APEX, NORTH CAROLINA 27502
TELÉFONO 919-249-3426

NOTIFICACIÓN PÚBLICA DE AUDIENCIAS PÚBLICAS

ORDENAMIENTO TERRITORIAL CONDICIONAL #21CZ11
Apex C-Store

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: Kalpesh Patel, Shri Varni, LLC
Agente autorizado: The Isaacs Group, P.C.
Dirección de las propiedades: 3600 Old US 1 Highway
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Ordenamiento territorial existente de las propiedades: Wake County R-40W
Ordenamiento territorial propuesto para las propiedades: Neighborhood Business-Conditional Zoning (B1-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: 28 de Septiembre, 2021 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. Por favor visite www.apexnc.org el día de la reunión para confirmar si la reunión se llevará a cabo de manera presencial o remotamente.

Si no puede asistir, puede enviar una declaración escrita por correo electrónico a public.hearing@apexnc.org, o presentarla a la secretaría municipal adjunta, Tesa Silver (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.

En caso de que la reunión del Consejo Municipal se lleve a cabo remotamente o que por lo menos uno de los miembros asista virtualmente, se permite presentar comentarios por escrito hasta 24 horas antes de la hora programada de la reunión según los estatutos de Carolina del Norte NCGS §166A-19.24 siguiendo los métodos especificados anteriormente. Las reuniones virtuales se pueden seguir en la transmisión en directo por YouTube a través del siguiente enlace: https://www.youtube.com/c/townofapexgov.

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 y Desarrollo Comunitario al 919-249-3426. Puede ver la solicitud y otros documentos relacionados aquí: https://www.apexnc.org/DocumentCenter/View/35198.

Dianne F. Khin, AICP
Directora de Planificación y Desarrollo Comunitario

Fechas de publicación: 3 de Septiembre - 28 de Septiem

https://www.apexnc.org/DocumentCenter/View/36626/21CZ11_PublicNotice_PB?bidId=
Search...
Standard Reports - Realize You... | Landing Page - Town of Apex -... | Apex, NC - Official Website | O... | apexnc.org
File Edit Go to Favorites Help
1 / 2

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

PUBLIC NOTIFICATION
OF PUBLIC HEARINGS
CONDITIONAL ZONING #21CZ11
Apex C-Store

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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Existing Zoning of Properties: Wake County R-40W
Proposed Zoning of Properties: Neighborhood Business-Conditional Zoning (B1-CZ)

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

Planning Board Public Hearing Date and Time: September 13, 2021 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/c/townofapexgov. Please visit www.apexnc.org on the day of the meeting to confirm whether the meeting will be held in-person or remotely.

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, Bonnie Brock (73 Hunter Street or USPS mail - P.O. Box 250, Apex, NC 27502), up to 24 hours prior to the scheduled time of the meeting per to NCGS §166A-19.24. 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.

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Dianne F. Khin, AICP
Director of Planning and Community Development

Published Dates: August 27 – September 13, 2021

1:01 PM
8/27/2021

https://www.apexnc.org/DocumentCenter/View/36626/21CZ11_PublicNotice_PB?bidId=
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TOWN OF APEX
PO BOX 250
APEX, NORTH CAROLINA 27502
TELÉFONO 919-249-3426

NOTIFICACIÓN PÚBLICA DE AUDIENCIAS PÚBLICAS
ORDENAMIENTO TERRITORIAL CONDICIONAL #21CZ11
Apex C-Store

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: Kalpesh Patel, Shri Varni, LLC
Agente autorizado: The Isaacs Group, P.C.
Dirección de las propiedades: 3600 Old US 1 Highway
Superficie: ±5.37 acres
Números de identificación de las propiedades: 0710827861
Designación actual en el Mapa de Uso Territorial para 2045: Office Employment & Commerical Services
Ordenamiento territorial existente de las propiedades: Wake County R-40W
Ordenamiento territorial propuesto para las propiedades: Neighborhood Business-Conditional Zoning (B1-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: 13 de Septiembre, 2021 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. Por favor visite www.apexnc.org el día de la reunión para confirmar si la reunión se llevará a cabo de manera presencial o remotamente.

Si no puede asistir, puede enviar una declaración escrita por correo electrónico a public.hearing@apexnc.org, o presentarla a la secretaría de la Junta de Planificación, Bonnie Brock (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.

En caso de que la reunión de la Junta de Planificación se lleve a cabo remotamente o que por lo menos uno de los miembros asista virtualmente, se permite presentar comentarios por escrito hasta 24 horas antes de la hora programada de la reunión según los estatutos de Carolina del Norte NCGS §166A-19.24 siguiendo los métodos especificados anteriormente. Las reuniones virtuales se pueden seguir en la transmisión en directo por YouTube a través del siguiente enlace: https://www.youtube.com/c/townofapexgov.

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 y Desarrollo Comunitario al 919-249-3426. Puede ver la solicitud y otros documentos relacionados aquí: https://www.apexnc.org/DocumentCenter/View/35198.

Dianne F. Khin, AICP
Directora de Planificación y Desarrollo Comunitario

Fechas de publicación: 27 de agosto - 13 de setiembre, 2021

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

PUBLIC NOTIFICATION
OF PUBLIC HEARINGS
CONDITIONAL ZONING #21CZ11
Apex C-Store

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: Kalpesh Patel, Shri Varni, LLC
Authorized Agent: The Isaacs Group, P.C.
Property Addresses: 3600 Old US 1 Highway
Acreage: ±5.37 acres
Property Identification Numbers (PINs): 0710827861
2045 Land Use Map Designation: Office Employment & Commerical Services
Existing Zoning of Properties: Wake County R-40W
Proposed Zoning of Properties: Neighborhood Business-Conditional Zoning (B1-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: September 28, 2021 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. Please visit www.apexnc.org on the day of the meeting to confirm whether the meeting will be held in-person or remotely.

If you are unable to attend, you may provide a written statement by email to public.hearing@apexnc.org, or submit it to the Deputy Town Clerk, Tesa Silver (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 members prior to their vote. Please include the Public Hearing name in the subject line.

In the event that the Town Council meeting is held remotely or with at least one member attending virtually, written comments may be submitted up to 24 hours prior to the scheduled time of the meeting per NCGS §166A-19.24 according to the methods specified above. Virtual meetings may be viewed via the Town's YouTube livestream at https://www.youtube.com/c/townofapexgov.

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, Department of Planning and Community Development, with questions or for further information. To view the petition and related documents on-line: https://www.apexnc.org/DocumentCenter/View/35198.

Dianne F. Khin, AICP
Director of Planning and Community Development

Published Dates: September 3-September 28, 2021

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TOWN OF APEX
PO BOX 250
APEX, NORTH CAROLINA 27502
TELÉFONO 919-249-3426

NOTIFICACIÓN PÚBLICA DE AUDIENCIAS PÚBLICAS
ORDENAMIENTO TERRITORIAL CONDICIONAL #21CZ11
Apex C-Store

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: Kalpesh Patel, Shri Varni, LLC
Agente autorizado: The Isaacs Group, P.C.
Dirección de las propiedades: 3600 Old US 1 Highway
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Ordenamiento territorial existente de las propiedades: Wake County R-40W
Ordenamiento territorial propuesto para las propiedades: Neighborhood Business-Conditional Zoning (B1-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: 28 de Septiembre, 2021 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. Por favor visite www.apexnc.org el día de la reunión para confirmar si la reunión se llevará a cabo de manera presencial o remotamente.

Si no puede asistir, puede enviar una declaración escrita por correo electrónico a public.hearing@apexnc.org, o presentarla a la secretaría municipal adjunta, Tesa Silver (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.

En caso de que la reunión del Consejo Municipal se lleve a cabo remotamente o que por lo menos uno de los miembros asista virtualmente, se permite presentar comentarios por escrito hasta 24 horas antes de la hora programada de la reunión según los estatutos de Carolina del Norte NCGS §166A-19.24 siguiendo los métodos especificados anteriormente. Las reuniones virtuales se pueden seguir en la transmisión en directo por YouTube a través del siguiente enlace: https://www.youtube.com/c/townofapexgov.

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 y Desarrollo Comunitario al 919-249-3426. Puede ver la solicitud y otros documentos relacionados aquí: https://www.apexnc.org/DocumentCenter/View/35198.

Dianne F. Khin, AICP
Directora de Planificación y Desarrollo Comunitario

Fechas de publicación: 3 de Septiembre - 28 de Septiembre, 2021

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Public Hearing Sign Posted By

Signature

4/13/21

Date

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 #21CZ11 Apex C-store
Project Location:	3600 Old US 1 Highway
Applicant or Authorized Agent:	Kalpesh Patel, Shri Varni, LLC
Firm:	The Isaacs Group, PC

This is to certify that I, as Director of Planning and Community Development, mailed or caused to have mailed by first class postage for the above mentioned project on August 27, 2021, 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.

8/31/2021
Date

Director of Planning and Community Development

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Jeri Chastain Pederson, a Notary Public for the above State and County, this the 31 day of August, 2021.

JERI CHASTAIN PEDERSON
Notary Public
Wake County, North Carolina
My Commission Expires
March 10, 2024

Jeri Chastain Pederson
Notary Public

My Commission Expires: 3/10/2024

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 #21CZ11 Apex C-store
Project Location:	3600 Old US 1 Highway
Applicant or Authorized Agent:	Kalpesh Patel, Shri Varni, LLC
Firm:	The Isaacs Group, PC

This is to certify that I, as Director of Planning and Community Development, mailed or caused to have mailed by first class postage for the above mentioned project on September 3, 2021, 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.

9/7/2021
Date

Director of Planning and Community Development

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Paralee J Smith, a Notary Public for the above State and County, this the 7 day of September, 2021.

PARALEE J. SMITH NOTARY PUBLIC JOHNSTON COUNTY, NC SEAL

Paralee J Smith
Notary Public

My Commission Expires: 9/12/2023

STATEMENT OF TOWN COUNCIL AND ORDINANCE AMENDING THE OFFICIAL ZONING DISTRICT MAP OF THE TOWN OF APEX TO CHANGE THE ZONING OF APPROXIMATELY 5.37 ACRES LOCATED AT 3600 OLD US 1 HIGHWAY FROM WAKE COUNTY R-40W TO NEIGHBORHOOD BUSINESS-CONDITIONAL ZONING (B1-CZ)

#21CZ11

WHEREAS, Kalpesh Patel, Shri Varnie LLC, owner/applicant (the "Applicant"), submitted a completed application for a conditional zoning on the 1st day of April 2021 (the "Application"). The proposed conditional zoning is designated #21CZ11;

WHEREAS, the Director of Planning and Community Development for the Town of Apex, Dianne Khin, caused proper notice to be given (by publication and posting) of a public hearing on #21CZ11 before the Planning Board on the 13th day of September 2021;

WHEREAS, the Apex Planning Board held a public hearing on the 13th day of September 2021, gathered facts, received public comments and formulated a recommendation regarding the application for conditional zoning #21CZ11. A motion was made by the Apex Planning Board to recommend approval; the motion passed unanimously for the application for #21CZ11;

WHEREAS, pursuant to N.C.G.S. §160D-601 and Sec. 2.2.11.E of the Unified Development Ordinance, the Director of Planning and Community Development caused proper notice to be given (by publication and posting), of a public hearing on #21CZ11 before the Apex Town Council on the 28th day of September 2021;

WHEREAS, the Apex Town Council held a public hearing on the 28th day of September 2021. Liz Loftin, Senior Planner, presented the Planning Board's recommendation at the public hearing;

WHEREAS, all persons who desired to present information relevant to the application for #21CZ11 and who were residents of Apex or its extraterritorial jurisdiction, or who owned property adjoining the property for which the conditional zoning is sought, were allowed to present evidence at the public hearing before the Apex Town Council. No one who wanted to speak was turned away;

WHEREAS, the Apex Town Council finds that the approval of the rezoning is consistent with the 2045 Land Use Plan and other adopted plans in that: The 2045 Land Use Map designates this area as Office Employment and Commerical Services. This designation on the 2045 Land Use Map includes the zoning district Neighborhood Business-Conditional Zoning (B1-CZ) and the Apex Town Council has further considered that the proposed rezoning to Neighborhood Business-Conditional Zoning (B1-CZ) will maintain the character and appearance of the area and provide the flexibility to accommodate the growth in population, economy, and infrastructure consistent with that contemplated by the 2045 Land Use Map;

WHEREAS, the Apex Town Council finds that the approval of the rezoning is reasonable and in the public interest in that: The rezoning will provide an opportunity for non-residential uses to serve the surrounding area, while providing flexibility for future development with the surrounding properties. The rezoning will encourage compatible development of the property and increase the tax base; and

WHEREAS, the Apex Town Council by a vote of ____ and ____ approved Application #21CZ11 rezoning the subject tract located at 3600 Old US 1 Highway from Wake County R-40W to Neighborhood Business-Conditional Zoning (B1-CZ).

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

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

Section 2: The Town of Apex Unified Development Ordinance, including the Town of Apex North Carolina Official Zoning District Map which is a part of said Ordinance, is hereby amended by changing the zoning classification of the "Rezoned Lands" from Wake County R-40W to Neighbordhood Business-Conditional Zoning (B1-CZ) District, subject to the conditions stated herein.

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

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

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

1. Convenience Store with gas sales
2. Convenience Store
3. Restaurant, general
4. Restaurant, drive-thru
5. Retail Sales, general
6. Grocery, general
7. Financial Institution
8. Veterinary Clinic
9. Medical and Dental Office or Clinic
10. Office, Business or Professional
11. Book Store
12. Floral Shop
13. Pharmacy
14. Pet Services
15. Studio for Art
16. Printing and Copying Service
17. Real Estate Sales
18. Auto Parts Store
19. Barber/Beauty Shop
20. Health/Fitness Center or Spa

Zoning Conditions:

1. Increase design storm pre-and post-attenuation requirement to the 25-year storm.
2. Plant deciduous shade trees on the southern side of buildings.
3. Include solar conduit in building design.
4. Outdoor lighting shall be shielded in a way that focuses lighting to the ground.
5. Lighting with a color temperature of 3000K or less shall be used for outside installations. If a color temperature of 3000K is unavailable, 3500K is acceptable.
6. Preserve native trees within the buffer, including the large existing trees along the southern property line, according to the standards in the UDO.
7. Predominant exterior building materials shall be high quality materials, including brick, wood, stacked stone, other native stone, or tinted/textured concrete masonry units.
8. EIFS or synthetic stucco shall not be used in the first four feet above grade and shall be limited to only 25% of each building façade.
9. The exterior materials for nonresidential buildings shall include a combination of building materials. The primary (front) façade of the main buildings to be considered include:
   - brick masonry
   - decorative concrete block (either integrally colored or textured)
   - stone accents
   - aluminum storefronts with anodized or pre-finished colors

- EIFS cornices, and parapet trim. EIFS or synthetic stucco shall not be used in the first four feet above grade and shall be limited to only 25% of each building facade.

10. The building shall be located between Old US 1 and the gas pumps.

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 _____ 2021.

TOWN OF APEX

_____
Mayor

ATTEST:

_____
Town Clerk

APPROVED AS TO FORM:

_____
Town Attorney

"Attachment A" L E G A L D E S C R I P T I O N

BEING LOT 1 OF THE BROADWELL/LEE PROPERTY AS RECORDED IN BOOK OF MAPS 2019 PAGE 2097; HAVING WAKE COUNTY PIN #0710827861; CONATAINING 5.985 ACRES TO CENTRLINE OF PUBLIC RIGHT OF WAYS, AND 5.374 ACRES EXCLUDING RIGHT OF WAYS; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN EXISTING MAG NAIL AT THE APPARENT INTERSECTION OF OLD US 1 HWY(NCSR #1011) AND NEW HILL OLIVE CHAPEL ROAD(NCSR #1141);

THENCE South 67 degrees 06 minutes 30 seconds West for a distance of 164.16 feet ALONG OLD US 1 HWY TO A POINT;
THENCE South 58 degrees 00 minutes 00 seconds West for a distance of 100.00 feet ALONG SAID ROAD TO A POINT;
THENCE South 48 degrees 38 minutes 00 seconds West for a distance of 193.10 feet ALONG SAID ROAD TO A POINT;
THENCE North 41 degrees 10 minutes 08 seconds West for a distance of 30.27 feet LEAVING SAID CENTERLINE TO A POINT OF THE NORTHERN RIGHT OF WAY OF OLD US 1 HWY;
THENCE South 48 degrees 37 minutes 10 seconds West for a distance of 210.63 feet ALONG SAID RIGHT OF WAY TO AN EIS AT THE RIGHT OF WAY INTERSECTION WITH LASHLEE WAY, A PRIVATE EASEMENT;
THENCE North 41 degrees 02 minutes 16 seconds West for a distance of 134.05 feet ALONG SAID EASEMENT TO AN EIP;
THENCE North 27 degrees 53 minutes 17 seconds West for a distance of 131.04 feet ALONG SAID EASEMENT TO AN EIP;
THENCE North 74 degrees 21 minutes 40 seconds East for a distance of 199.72 feet LEAVING SAID EASEMENT TO AN EIP;
THENCE South 41 degrees 10 minutes 08 seconds East for a distance of 18.61 feet to an EIP;
THENCE North 05 degrees 42 minutes 08 seconds East for a distance of 209.86 feet to an EIP;
THENCE North 15 degrees 23 minutes 58 seconds East for a distance of 321.47 feet to an EIP;
THENCE North 79 degrees 30 minutes 00 seconds East for a distance of 245.40 feet TO AN EMN IN THE CENTERLINE OF NEW HILL OLIVE CHAPEL ROAD;
THENCE South 10 degrees 11 minutes 17 seconds East for a distance of 79.66 feet ALONG SAID CENTERLINE TO A POINT;
THENCE South 12 degrees 14 minutes 00 seconds East for a distance of 100.00 feet ALONG SAID CENTERLINE TO A POINT;
THENCE South 16 degrees 19 minutes 00 seconds East for a distance of 100.00 feet ALONG SAID CENTERLINE TO A POINT;
THENCE South 23 degrees 46 minutes 00 seconds East for a distance of 100.00 feet ALONG SAID CENTERLINE TO A POINT;
THENCE South 28 degrees 44 minutes 00 seconds East for a distance of 109.13 feet TO THE POINT AND PLACE OF BEGINNING.

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 5.985 acres to centerline more or less, of which 0.611 acres are in right of way, leaving 5.374 acres net.

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PUBLIC HEARING

Meeting Date: September 28, 2021

Item Details

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

Department(s): Planning and Community Development

Requested Motion

Public hearing and possible motion regarding amendments to the Transportation Plan in the vicinity of US 64 Highway associated with Rezoning Case #21CZ12.

Approval Recommended?

Planning staff recommends adoption of the proposed amendments.

The Planning Board unanimously recommended adoption of the proposed amendments at their September 13, 2021 meeting.

Item Details

The amendments to the Thoroughfare and Collector Street Plan map and Bicycle and Pedestrian System Plan map are proposed to improve both vehicular and bicycle and pedestrian connectivity to the existing network of facilities to support land uses proposed with Rezoning Case #21CZ12.

Attachments

- Staff report

The Bicycle and Pedestrian System Plan map and the Thoroughfare and Collector Street Plan map represent networks of current and future facilities that provide guidance on what is likely to be suitable for long term growth, connectivity, and recreation. The plans do not require a schedule for implementation nor do they set aside funding for improvements. The purpose of the public hearing is to consider proposed amendments to the network of planned facilities in order to make a decision.

The proposed amendments are related to the future transportation network south of US 64 and west of Richardson Road. The amendments would revise the planned network as shown in Figure 1 and are associated with Rezoning Case #21CZ12.

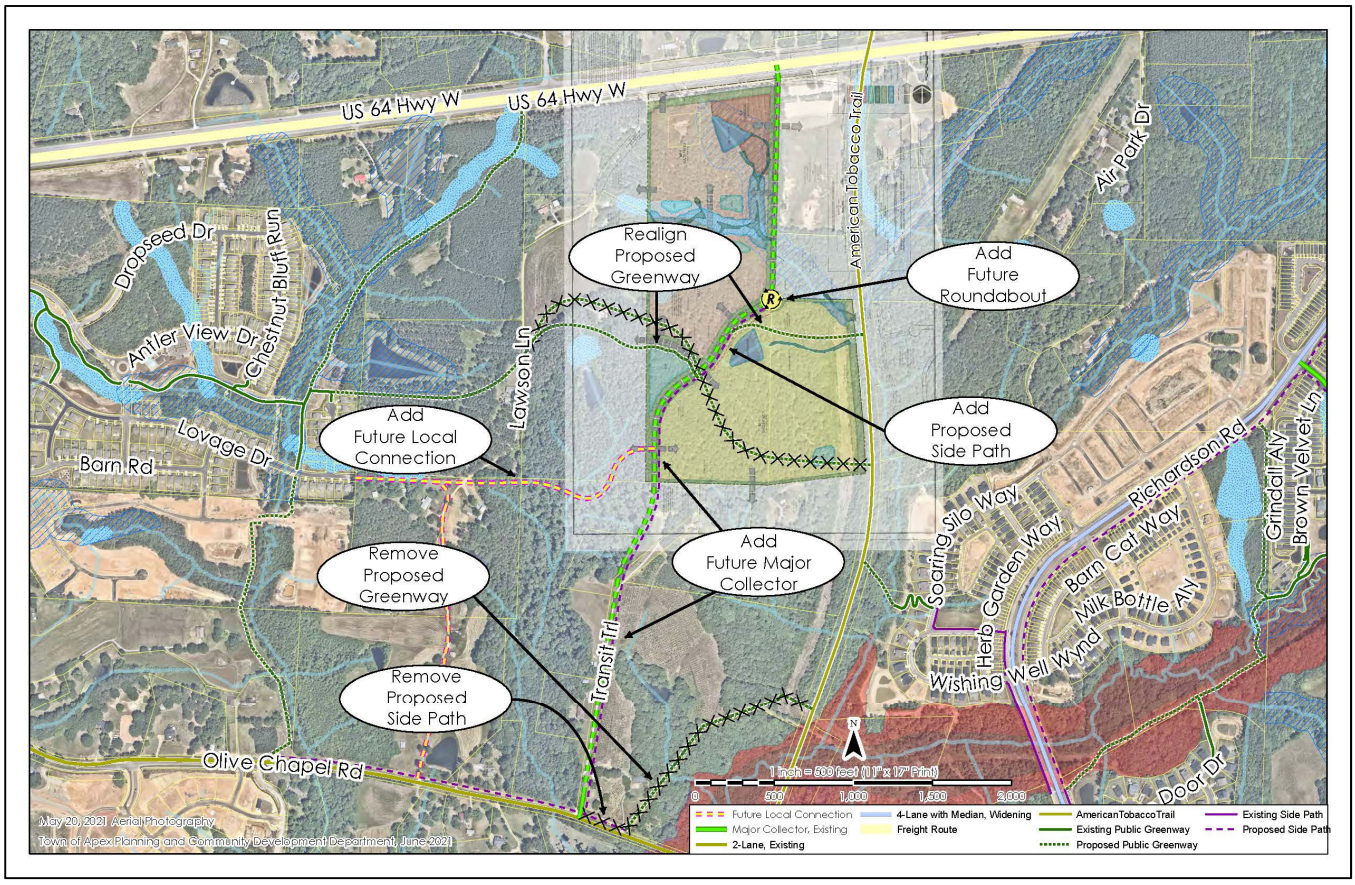


Figure 1. Proposed amendments to the Thoroughfare and Collector Street Plan map and the Bicycle and Pedestrian System Plan map

The proposed amendments to the Thoroughfare and Collector Street Plan map include: (1) Adding a future Major Collector street from US 64 to Olive Chapel Road, (2) Extending a future Local Connection from Lovage Drive to the new Major Collector Street, and (3) Adding a Roundabout along the new Major Collector street. The proposed amendments to the Bicycle and Pedestrian System Plan map include: (1) Realigning a portion of the future Reedy Branch Greenway between Lawson Lane and the American Tobacco Trail, (2) Adding a Side Path to the new Major Collector street from the Roundabout to Olive Chapel Road, and (3) Removing the proposed Greenway and Side Path between Transit Trail and the American Tobacco Trail. These changes are

proposed to improve both vehicular and bicycle and pedestrian connectivity to the existing network of facilities to support land uses proposed with Rezoning Case #21CZ12.

Staff Recommendation:

Planning staff recommend supporting the proposed amendments to the Thoroughfare and Collector Street Plan map and the Bicycle and Pedestrian System Plan map. The proposed amendments were reviewed with staff from Public Works and Transportation; Fire; Police; and Parks, Recreation, and Cultural Resources. Representative staff indicated no concerns with the proposed amendments.

Parks, Recreation, and Cultural Resources Advisory Commission Recommendation:

The proposed amendments to the Bicycle and Pedestrian System Plan map were considered and unanimously recommended for approval by the Advisory Commission at their June 30, 2021 meeting.

Planning Board Recommendation:

The proposed amendments to the Thoroughfare and Collector Street Plan map and the Bicycle and Pedestrian System Plan map were considered and unanimously recommended for approval by the Planning Board at their September 13, 2021 meeting.

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PUBLIC HEARING

Meeting Date: September 28, 2021

Item Details

Presenter(s): Shelly Mayo, Planner II

Department(s): Planning and Community Development

Requested Motion

Public hearing and possible motion to adopt an Ordinance on the Question of Annexation – Apex Town Council's intent to annex John William and Faye C. Long and Deanna's Dowry, LLC (Legacy PUD) property containing 34.335 acres located at 0 Olive Chapel Road and 3601 US 64 Hwy, Annexation #711 into the Town's corporate limits.

Approval Recommended?

Yes, by the Planning and Community Development Department.

Item Details

The Town Clerk certifies to the investigation of said annexation.

Attachments

- Annexation Ordinance
- Annexation Petition
- Legal Description
- Map

TOWN OF APEX, NORTH CAROLINA
Municipality No. 333

After recording, please return to:
Donna Hosch, MMC, NCCMC, Town Clerk
Town of Apex
P.O. Box 250
Apex, NC 27502

ORDINANCE NO. 2021-0928-32
ANNEXATION PETITION NO. #711
John William Long and Faye C. Long, and Deanna's Dowry, LLC (Legacy PUD)

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 28, 2021, 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 does hereby find as a fact that said petition meets the requirements of G.S.§160A-58.1, 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-58.1, 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 28, 2021. The survey plat that describes the annexed territory is that certain survey plat entitled "Satellite Annexation Map for the Town of Apex, WithersRavenel, dated April 15, 2021" and recorded in Book of Maps book number 2021 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 28th day of September 2021.

_____
Jacques K. Gilbert
Mayor

ATTEST:

_____
Donna B. Hosch, MMC, NCCMC
Town Clerk

APPROVED AS TO FORM:

_____
Laurie L. Hohe
Town Attorney

Legal Description

Beginning at an Existing Iron Pipe located on the Western Right of Way of the American Tobacco Trail and having North Carolina Grid Coordinates (NAD83, 2011), N: 722,806.09', E: 2,021,093.03'; said Iron Pipe also being the Northeast corner of that parcel of land owned by Martha S. Clement, Deed Book 2819, Page 423 and Book of Maps 1980, Page 239, Wake County Registry. Thence South 83°14'18" West a distance of 625.41' to an Existing Iron Pipe; Thence North 88°22'09" West a distance of 96.90' to an Existing Iron Pipe; Thence North 88°06'17" West a distance of 329.76' to an Existing Iron Pipe; Thence North 88°07'13" West a distance of 346.86' to an Existing Iron Pipe; Thence North 00°38'28" East a distance of 966.08' to a Point; Thence North 76°25'00" East a distance of 820.35' to an Existing Iron Pipe; Thence South 88°56'40" East a distance of 508.89' to an Existing Iron Pipe; Thence South 04°52'38" East a distance of 747.81' to a Point; Thence South 04°32'44" East a distance of 99.12' to a Point; Thence with a curve to the right having a radius of 2,814.96', an arc length of 256.96', a chord bearing of South 01°16'55" East, and distance of 256.87', to an Existing Iron Pipe, being the point and place of Beginning, and having an area of 34.335 Acres (1,495,667) Square Feet, more or less.

STATE OF NORTH CAROLINA

COUNTY OF WAKE

CLERK'S CERTIFICATION

I, Donna B. Hosch, MMC, NCCMC, Town Clerk, Town of Apex, North Carolina, do hereby certify the foregoing is a true and correct copy of Annexation Ordinance No. 2021-0928-32, adopted at a meeting of the Town Council, on the 28th day of September 2021, 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 29th day of September 2021.

_____

Donna B. Hosch, MMC, NCCMC
Town Clerk

(SEAL)

PETITION FOR VOLUNTARY ANNEXATION

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

Application #:	711	Submittal Date:	5/3/2021
Fee Paid	$ 200.00	Check #	MC

TO THE TOWN COUNCIL APEX, NORTH CAROLINA

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

OWNER INFORMATION

(1) Deannas Dowry LLC Owner Name (Please Print)	Portion of 0722040381 Property PIN or Deed Book & Page #
John H. Bryson III POA Phone	804-922-0305 jbryson@openplan.com E-mail Address
Susan Yates Owner Name (Please Print)	919-810-2791 Hopper.yates@aim.com Property PIN or Deed Book & Page #
Phone	E-mail Address
(2) Long, John William Long, Faye C Owner Name (Please Print)	0722037373 Property PIN or Deed Book & Page #
919-880-6944 Phone	Johnlong1@prodigy.net E-mail Address

SURVEYOR INFORMATION

Surveyor: WithersRavenel - Ben Dayton

Phone: 919-469-3340 Fax:

E-mail Address: bdayton@withersravenel.com

ANNEXATION SUMMARY CHART

Property Information		Reason(s) for annexation (select all that apply)	
Total Acreage to be annexed:	34.335	Need water service due to well failure	☐
Population of acreage to be annexed:	0	Need sewer service due to septic system failure	☐
Existing # of housing units:	0	Water service (new construction)	☐
Proposed # of housing units:	55 +/-	Sewer service (new construction)	☐
Zoning District*:	R-80 W	Receive Town Services	☑

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

PETITION FOR VOLUNTARY ANNEXATION

Application #: 711 Submittal Date: 5/3/2021

COMPLETE IF SIGNED BY INDIVIDUALS:

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

John William Long
Please Print

John William Long
Signature

Faye C. Long
Please Print

Faye C. Long
Signature

Please Print

Signature

Please Print

Signature

STATE OF NORTH CAROLINA
COUNTY OF ~~WAKE~~ DAVIE

Sworn and subscribed before me, Jennifer D. Collins, a Notary Public for the above State and County, this the 20th day of, April, 2021.

Jennifer D Collins
Notary Public

SEAL

JENNIFER D COLLINS NOTARY PUBLIC DAVIE COUNTY, NC

My Commission Expires: 12/12/2022

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 #: 711 Submittal Date: 5/3/2021

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 DEANNAS DOWRY, LLC

By: Carol W Bryan
Signature of Member/Manager

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Sean Braudrick, a Notary Public for the above State and County, this the 21st day of April, 2021.

SEAN E. W. BRAUDRICK
COMMONWEALTH OF VIRGINIA
REGISTRATION NO. 7140858
MY COMM. EXPIRES: 02/28/2023
NOTARY PUBLIC

SEAL

Notary Public

My Commission Expires: 02/28/23

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: Carol W Bryan
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____.

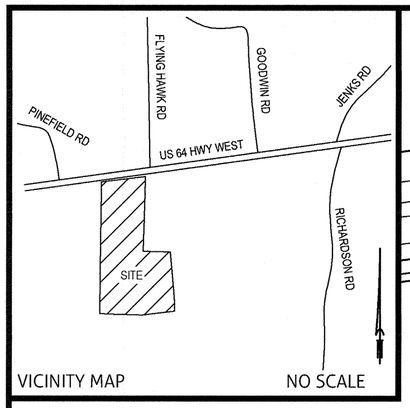
Notary Public

SEAL

My Commission Expires: _____

Legacy Apex Annexation Legal Description:

Beginning at an Existing Iron Pipe located on the Western Right of Way of the American Tobacco Trail and having North Carolina Grid Coordinates (NAD83, 2011), N: 722,806.09', E: 2,021,093.03'; said Iron Pipe also being the Northeast corner of that parcel of land owned by Martha S. Clement, Deed Book 2819, Page 423 and Book of Maps 1980, Page 239, Wake County Registry. Thence South 83°14'18" West a distance of 625.41' to an Existing Iron Pipe; Thence North 88°22'09" West a distance of 96.90' to an Existing Iron Pipe; Thence North 88°06'17" West a distance of 329.76' to an Existing Iron Pipe; Thence North 88°07'13" West a distance of 346.86' to an Existing Iron Pipe; Thence North 00°38'28" East a distance of 966.08' to a Point; Thence North 76°25'00" East a distance of 820.35' to an Existing Iron Pipe; Thence South 88°56'40" East a distance of 508.89' to an Existing Iron Pipe; Thence South 04°52'38" East a distance of 747.81' to a Point; Thence South 04°32'44" East a distance of 99.12' to a Point; Thence with a curve to the right having a radius of 2,814.96', an arc length of 256.96', a chord bearing of South 01°16'55" East, and distance of 256.87', to an Existing Iron Pipe, being the point and place of **Beginning**, and having an area of 34.335 Acres (1,495,667) Square Feet, more or less.



GENERAL NOTES

1. BASIS OF BEARINGS: NC STATE PLANE GRID COORDINATES, NAD83(2011) VERTICAL DATUM NAVD88.
2. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES IN U.S. SURVEY FEET UNLESS OTHERWISE NOTED.
3. AREAS SHOWN HEREON WERE COMPUTED USING THE COORDINATE METHOD.
4. LINES NOT SURVEYED ARE SHOWN AS BROKEN LINES FROM INFORMATION REFERENCED ON THE FACE OF THIS PLAT.
5. SUBJECT PROPERTY IS NOT LOCATED WITHIN A FLOOD HAZARD AREA ACCORDING TO FLOOD INSURANCE RATE MAPS 3720072200J DATED MAY 2, 2006 and MAP 3720071200K DATED FEBRUARY 2, 2007.
6. IRON PIPES SET AT ALL CORNERS UNLESS OTHERWISE NOTED.

CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	2814.96'	256.96'	256.87'	S 01°16'55" E

SURVEYOR'S CERTIFICATE

"I, BENJAMIN E. DAYTON, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK SEE MAP, PAGE _____, THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK SEE MAP, PAGE ____; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY AS CALCULATED IS 1:40,000+; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 2ND DAY OF JUNE, A.D., 2021.

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.

BENJAMIN E. DAYTON, PLS L-4390

6.2.21

NORTH CAROLINA PROFESSIONAL SEAL L-4390 LAND SURVEYOR BENJAMIN E. DAYTON

GPS NOTE

THE FOLLOWING INFORMATION WAS USED TO OBTAIN NC GRID NAD 83(2011), NAVD 88 STATE PLANE COORDINATES (SPC) FOR THIS PROJECT:

1. CLASS OF SURVEY: URBAN LAND SURVEYS (CLASS A)
2. POSITIONAL ACCURACY: 0.03' (H), 0.05' (V)
3. GPS FIELD PROCEDURE: VRS
4. DATE OF SURVEY: 11/2/2020
5. DATUM/EPOCH: NAD 83(2011), EPOCH 2010.00
6. PUBLISHED DATE/FIXED CONTROL USED: VRS, NCRD
7. GEOID MODEL: GEOID 12B
8. COMBINED GRID FACTOR: 0.999898192
9. UNITS: US SURVEY FEET
10. GRID/GROUND POINT: Y(N) 725,284.26' X(E) 2,020,117.03'

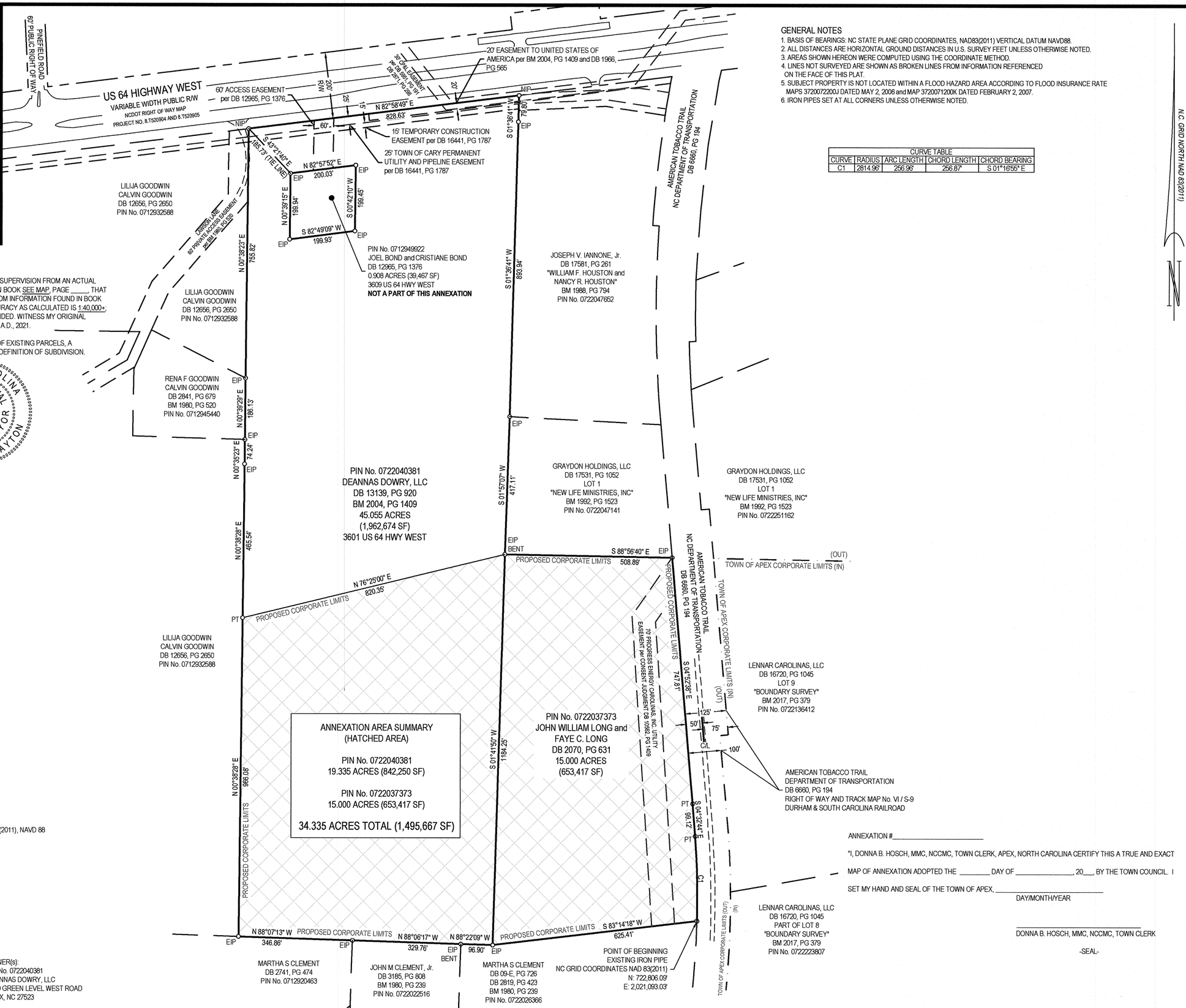
LEGEND

(EIP)-EXISTING IRON PIPE
(IPS)-IRON PIPE SET
(PT)-COMPUTED POINT (NO MONUMENT FOUND OR SET)
(FHYD)-FIRE HYDRANT
(WV)-WATER VALVE
(LP)-LIGHT POLE
(PP)-POWER POLE
(EPD)-ELECTRIC PEDESTAL
(WM)-WATER METER
(MB)-MAILBOX
(EOP)-EDGE OF PAVEMENT
(TLP)-TLELPHONE PEDESTAL
(SSMH)-SANITARY SEWER MANHOLE
(CMP)-CORRUGATED METAL PIPE
(RCP)-REINFORCED CONCRETE PIPE

OWNER(s):
PIN No. 0722040381
DEANNAS DOWRY, LLC
4000 GREEN LEVEL WEST ROAD
APEX, NC 27523

PIN No. 0722037373
JOHN W. LONG
FAYE C. LONG
314 NC HWY 751
APEX, NC 27523

200' 100' 0' 200' 400' 600'
SCALE IN FEET



ANNEXATION #_____

"I, DONNA B. HOSCH, MMC, NCCMC, TOWN CLERK, APEX, NORTH CAROLINA CERTIFY THIS A TRUE AND EXACT MAP OF ANNEXATION ADOPTED THE _____ DAY OF _____, 20___, BY THE TOWN COUNCIL. I SET MY HAND AND SEAL OF THE TOWN OF APEX, _____
DAY/MONTH/YEAR

_____
DONNA B. HOSCH, MMC, NCCMC, TOWN CLERK

-SEAL-

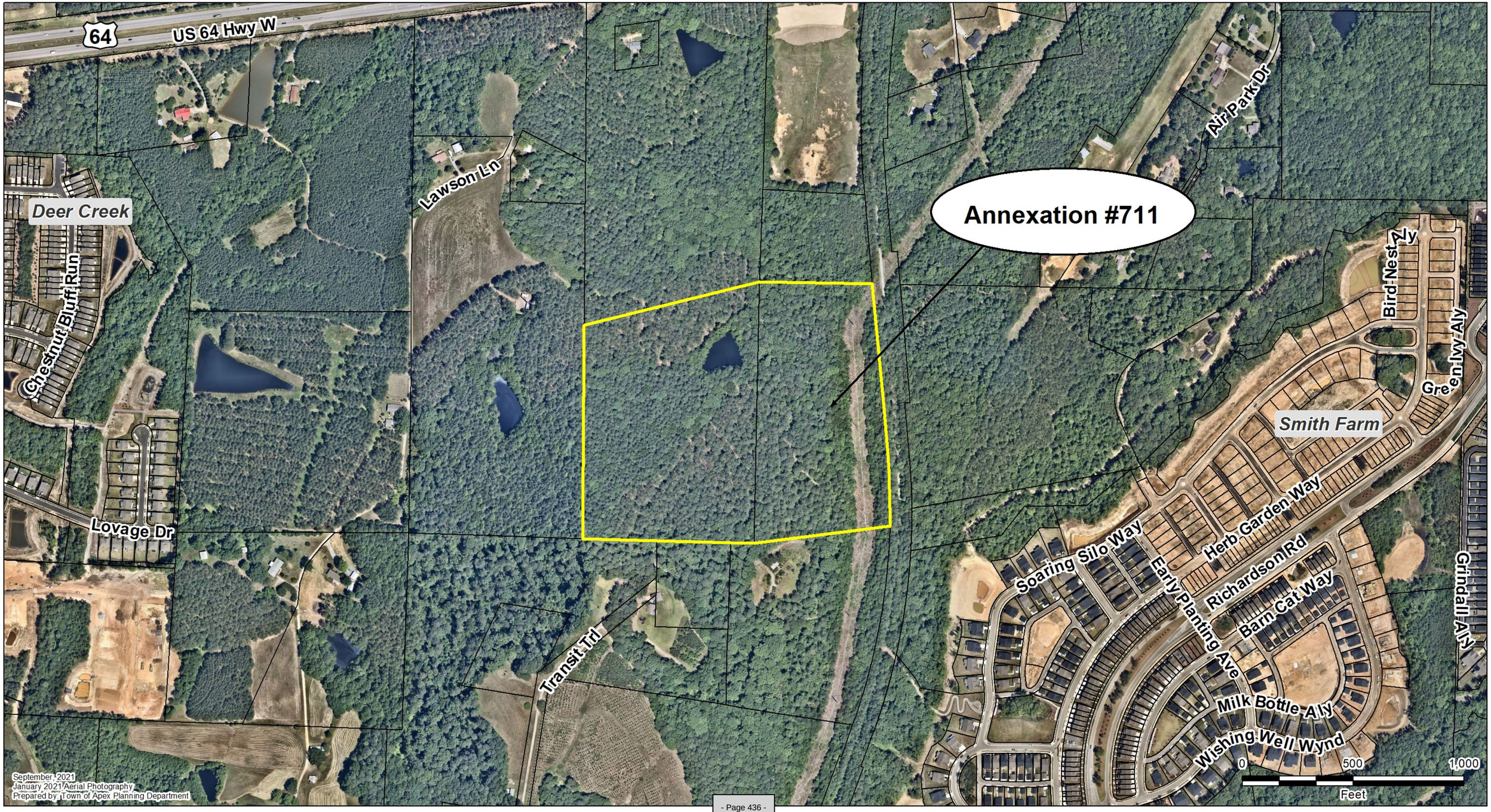
DATE: 4-15-2021	
SCALE: 1"=200'	
SURVEYED BY: WR	
DRAWN BY: BD	
CHECK & CLOSURE BY: BD	
CAD FILE: ANNEXATION MAP.DWG	
PROJECT NO: 02200685.00	

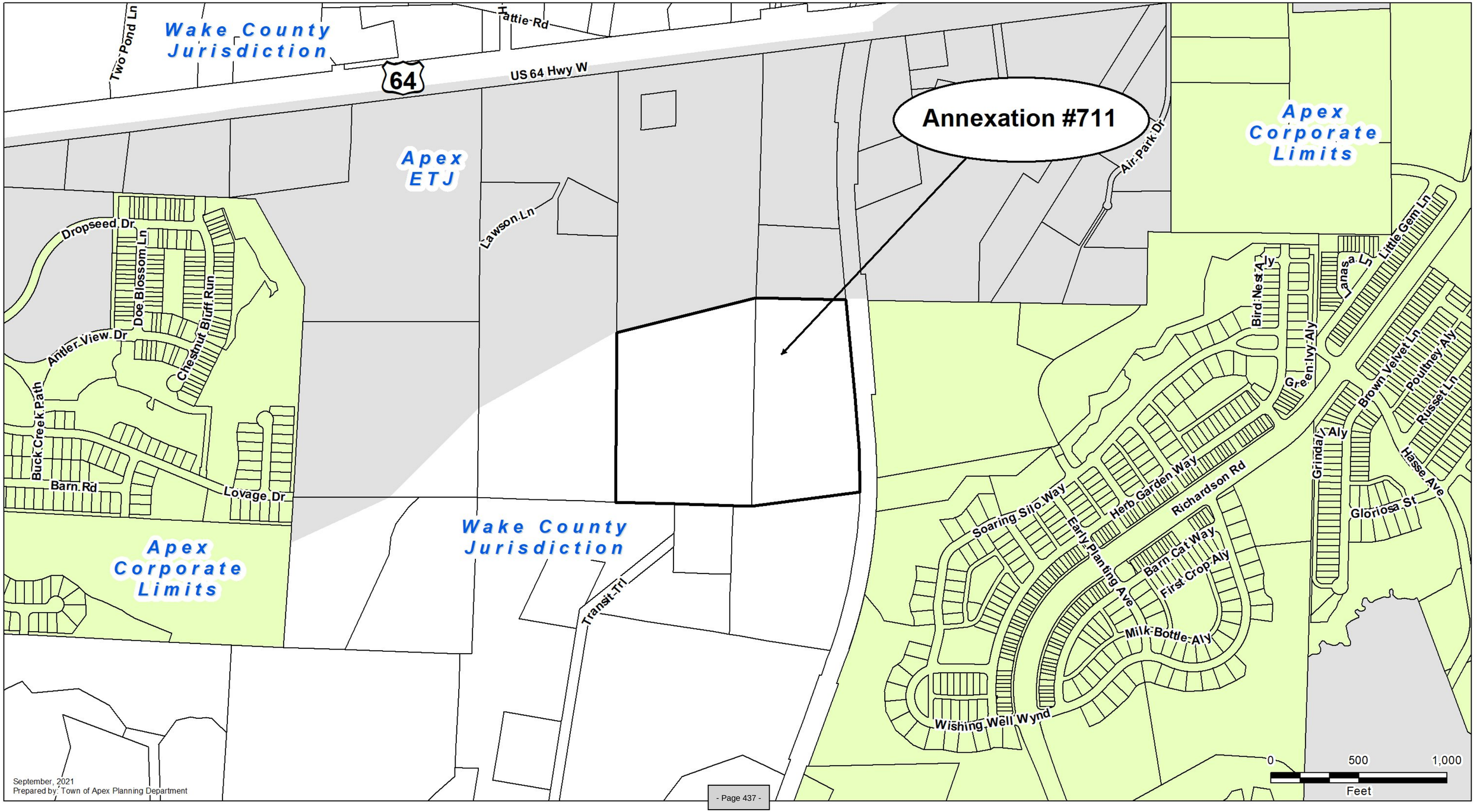
SATELLITE ANNEXATION MAP for the TOWN OF APEX

DEANNAS DOWRY, LLC
JOHN W. LONG and FAYE C. LONG

TOWNSHIP: WHITE OAK	COUNTY: WAKE	STATE: NORTH CAROLINA
R-80W (PER GIS)	PIN Nos. 0722040381 and 0722037373	

WithersRavenel
Engineers | Planners | Surveyors
115 MacKenan Drive | Cary, NC 27511 | t: 919.469.3340 | license #: C-0832 |
www.withersravenel.com


64
US 64 Hwy W
Lawson Ln
Air Park Dr
Deer Creek
Chestnut Bluff Run
Annexation #711
Bird Nest Ly
Green Way Aly
Smith Farm
Herb Garden Way
Lovage Dr
Soaring Silo Way
Early Planting Ave
Richardson Rd
Barn Cat Way
Grindall Aly
Transit Trl
Milk Bottle Aly
Wishing Well Wynd
0
500
1,000
Feet
September 2021
January 2021 Aerial Photography
Prepared by Town of Apex Planning Department


Annexation #711
Wake County Jurisdiction
Apex ETJ
Apex Corporate Limits
Wake County Jurisdiction
Apex Corporate Limits
US 64 Hwy W
64
Hattie Rd
Two Pond Ln
Lawson Ln
Air Park Dr
Dropseed Dr
Doe Blossom Ln
Chestnut Bluff Run
Antler View Dr
Buck Creek Path
Barn Rd
Lovage Dr
Transit Trl
Bird Nest Aly
Green Ivy Aly
Lanasa Ln
Little Gem Ln
Brown Velvet Ln
Poultrey Aly
Russet Ln
Grindal Aly
Hasse Ave
Gloriosa St
Richardson Rd
Herb Garden Way
Soaring Silo Way
Early Planting Ave
Barn Cat Way
First Crop Aly
Milk Bottle Aly
Wishing Well Wynd
0
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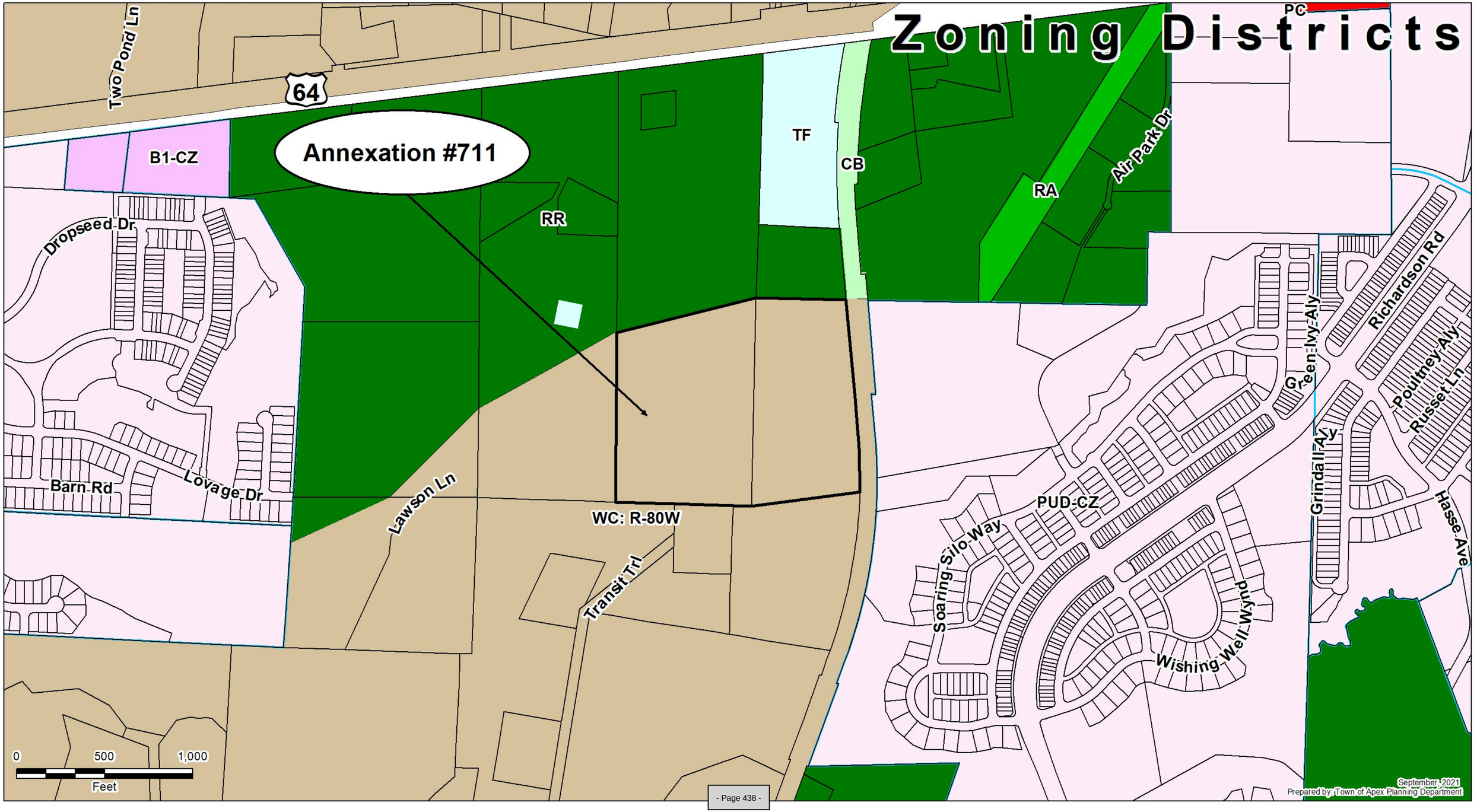
1,000
Feet
September, 2021
Prepared by: Town of Apex Planning Department


Zoning Districts
Annexation #711
Two Pond Ln
64
B1-CZ
RR
TF
CB
RA
PC
Air Park Dr
Dropseed Dr
Barn Rd
Lovage Dr
Lawson Ln
WC: R-80W
Transit Trl
PUD-CZ
Soaring Silo Way
Wishing Well Wynd
Grindall Aly
Greenlvy Aly
Poultney Aly
Russet Ln
Richardson Rd
Hasse Ave
0
500
1,000
Feet
September 2021
Prepared by: Town of Apex Planning Department

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PUBLIC HEARING

Meeting Date: September 28, 2021

Item Details

Presenter(s): Shelly Mayo, Planner II

Department(s): Planning and Community Development

Requested Motion

Public hearing and possible motion to approve Rezoning Application #21CZ12 Legacy PUD and Ordinance. The applicant, Ryan Linker for GCI Acquisitions, LLC, seeks to rezone approximately 60.97 acres from Rural Residential (RR) and Wake Co. R-80W to Planned Unit Development – Conditional Zoning (PUD-CZ). The proposed rezoning is located at 3601 and 3609 US 64 Hwy W, and 0 Olive Chapel Rd.

Approval Recommended?

The Planning and Community Development Department recommends approval.

The Planning Board held a Public Hearing on September 13, 2021 and unanimously voted to recommend approval of the rezoning with the conditions as proposed by staff. The Board asked staff and the applicant to work together on explicit language to allow the developer to get their fee-in-lieu returned if the traffic signals are not warranted within a certain amount of time that is agreeable to both parties.

Item Details

The properties to be rezoned are identified as PINs 0722040381, 0722037373, and 0712949922.

Attachments

- Staff Report
- Application
- Vicinity Map
- Statement of Town Council & Ordinance

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:	3601 and 3609 US 64 Hwy W and 0 Olive Chapel Road
Applicant:	Ryan Linker, GCI Acquisitions, LLC
Authorized Agent:	Ryan Linker, GCI Acquisitions, LLC
Owners:	Deanna's Dowry, LLC; John and Faye Long; and Joel & Christiane Bond
PROJECT DESCRIPTION:	
Acreage:	+/- 60.97 acres
PINs:	0722040381, 0722037373, and 0712949922
Current Zoning:	Rural Residential (RR) and Wake Co. R-80W
Proposed Zoning:	Planned Unit Development-Conditional Zoning (PUD-CZ)
2045 Land Use Map:	Low Density Residential and Mixed Use: High Density Residential/Office Employment/Commercial Services
Town Limits:	Partially inside the ETJ and partially outside the ETJ

ADJACENT ZONING & LAND USES:

	Zoning	Land Use
North:	Wake Co. R-80W	US Highway 64 W; Single-family residential
South:	Wake Co. R-80W	Single-family residential & Vacant
East:	Wake Co. R-80W; Tech/Flex (TF); Rural Residential (RR)	American Tobacco Trail; Driving Range; Forestry
West:	Rural Residential (RR); Wake Co. R-80W	Single-family residential; Forestry

EXISTING CONDITIONS:

The site consists of three (3) parcels totaling +/- 60.97 acres. The Legacy PUD is in the western region of Apex, south of US 64 Highway W and west of the American Tobacco Trail. The lots are primarily vacant and wooded with a few cleared areas and a few streams throughout.

NEIGHBORHOOD MEETING:

The applicant conducted a neighborhood meeting on December 15, 2020. The meeting report is attached to the staff report.

2045 LAND USE MAP:

The parcels for this project are split between two land use classifications on the 2045 Land Use Map. Approximately 31.68 acres is designated as Low Density Residential to the south. The rezoning proposes that density shall not exceed 2.4 units per acre, with a maximum of 75 residential units in this area. The remaining 29.29 acres to the north is designated as Mixed Use: High Density Residential/Office Employment/Commercial Services. The rezoning proposes a maximum of 400 multi-family residential units and a maximum density of 17 units per acre. The proposal also sets aside 5.66 acres of the Mixed Use area for non-residential uses. This project anticipates developing with the adjacent Tee2Green site, which is also non-residential and measures roughly 10.20 acres. The proposed rezoning is generally consistent with the 2045 Land Use Map designations.

The dividing line between the Mixed Use area and Low Density Residential area on the PUD layout is shown slightly further south than it's shown on the 2045 LUM. If the property is rezoned as proposed in the PUD-CZ application, the 2045 LUM will automatically be amended to shift the Mixed Use area south per NCGS 160D-605(a).

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 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 high school level. Possible long-term solutions may include capping students out to schools with available seats (not very proximate), reassignments, or calendar changes.

In an effort to help alleviate the school shortage, the applicant has offered to sell the Low Density Residential portion of this development to WCPSS as a future public school site. Staff has participated in meetings with the applicant and representatives of WCPSS. At this time, the WCPSS has not committed to purchasing the site.

PLANNED UNIT DEVELOPMENT PLAN:

The applicant is proposing a Planned Unit Development with uses and development standards as follows:

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

Uses	SF-1	MF-1	C-1
Residential Uses			
Accessory apartment	P	P	
Single-Family	P		
Townhouse	P*	P	
Duplex	P*	P	
Multi-family or apartment**		P	P
Triplex or quadplex	P*	P	
Public & Civic Uses			
Ambulatory Health-care Facility with Emergency Dept.			P
Assembly Hall, nonprofit	P		P
Assembly Hall, for profit	P		P
Church, or place of worship	P/S		P/S
Day Care Facility	P		P
Drop-in or short-term day care	P		P
Government service			P
Hospital			P
School, public or private	P		P
Veterinary clinic or hospital			P
Vocational school			P

Uses	SF-1	MF-1	C-1
Utilities			
Communication tower, commercial	S	S	S
Communication tower, constructed stealth	S	S	S
Communication tower, camouflage stealth	S	S	S
Communication tower, public safety	S	S	S
Utility, Minor	P	P	P
Wireless support structure	P	P	P
Wireless communication facility	P	P	P
Recreational Uses			
Botanical garden		P	P
Entertainment, indoor			P
Greenway	P	P	P
Park, active	P	P	P
Park, passive	P	P	P
Recreation facility, private	P	P	
Food & Beverage Service			
Restaurant, drive through			P
Restaurant, general		P	P
Office & Research			
Medical or dental office or clinic		P	P
Medical or dental laboratory		P	P
Office, business or professional		P	P
Public Accommodations			
Bed & breakfast			P
Hotel or motel			P
Retail Sales & Service			
Artisan studio			P
Barber and beauty shop			P
Bookstore			P
Convenience store w/gas sales			P
Dry cleaners and laundry service			P
Farmer's market			P
Financial institution			P
Floral shop			P
Gas & fuel, retail			P
Grocery, general/specialty			P
Health/fitness center or spa			P
Kennel			P
Personal service			P
Pharmacy			P

Uses	SF-1	MF-1	C-1
Real estate sales			P
Retail sales, general			P
Studio for art			P
Tailor shop			P
Pet services			P

P = Permitted Uses = Special Use Permit
* = may only take up a portion of the SF area. Per the 2045 LUM, they may only be constructed in conjunction with SF homes.
** = Vertical mixed use may be an option for Multifamily or condominiums.

Conditions:

A. To further illustrate the project's commitment to preserving and replacing tree canopy, at the time of first subdivision or site plan submittal the developer will provide a donation to a local non-profit organization with a mission towards tree preservation in the amount of $10,000.

B. The proposed development shall install one (1) sign to reduce pet waste per SCM, in locations that are publicly accessible, such as adjacent to amenity centers, sidewalks, greenways or side paths.

C. Install a minimum of five (5) pet waste stations throughout the community.

D. Energy Efficiency:
   a. Per the UDO requirements, the project will include EV charging stations that are spread out on the site where feasible. The charging stations will be at least a level 2, or 40 amps.
   b. The exterior lighting for all multi-family and commercial buildings and parking lots will be 100% LED fixtures.
   c. Exterior lighting will meet UDO requirements to provide only full cut off lights.
   d. The project will install light timers or sensors or smart lighting technology for the multifamily units in the parking lot/outdoor lighting in the parking lot.
   e. All bedrooms and living rooms in multifamily units will have a window for natural lighting.

E. Affordable Housing: The developer shall provide a donation to the Town of Apex's Affordable Housing Fund (the "FUND") in the amount of $215.00 per residential lot or dwelling unit, payable at the time of Final Plat. Instead of a single lump sum donation, the developer may make payments based on the number of residential lots or dwelling units shown on each Final Plat.

F. When each phase of the project is platted, the following shall be added to the plat:
AVIGATION Notice: Deck Air Park, an active, general aviation airport open to the public, is located near this subdivision, and the flight paths of aircraft landing, taking off, and flying nearby pass directly over this subdivision. The lots shown on this plat will be subject to the impacts of the aviation uses being conducted to, from, at and nearby Deck Air Park for so long as that airport may continue to be used.

Architectural Conditions:

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 Site Plan submittal. The following conditions shall apply:

Single-Family:

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 design.
3. Garage doors shall have windows, decorative details or carriage-style adornments on them.
4. The garage shall not protrude more than 1' out from the front façade or front porch.
5. Eaves shall project at least 12 inches from the wall of the structure.
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:
   a) Windows
   b) Bay window
   c) Recessed window
   d) Decorative window
   e) Trim around the windows
   f) Wrap around porch or side porch
   g) Two or more building materials
   h) Decorative brick/stone
   i) Decorative trim
   j) Decorative shake
   k) Decorative air vents on gable
   l) Decorative gable
   m) Decorative cornice
   n) Column
   o) Portico
   p) Balcony
   q) Dormer
7. A varied color palette shall be utilized on homes throughout the subdivision to include a minimum of three color families for siding and shall include varied trim, shutter, and accent colors complementing the siding color.
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. No more than 25% of lots may be accessed with J-driveways. There shall be no more than 3 such homes in a row on any single block. Any lots eligible for a J-driveway home shall be identified on the Final Plat.
12. All single-family homes shall be pre-configured with conduit for a solar energy system.
13. Homeowner Association covenants shall not restrict the construction of accessory dwelling units.

Townhomes, Duplexes, Triplexes, Quadplexes:

1. Vinyl siding is not permitted; however, vinyl windows, decorative elements and trim are permitted.
2. The roofline cannot be a single mass; it must be broken up horizontally and vertically between every unit.
3. Garage doors must have windows, decorative details or carriage-style adornments on them.
4. House entrances for units with front-facing single-car garages shall have a prominent covered porch/stoop area leading to the front door.
5. The garage cannot protrude more than 1 foot out from the front façade or front porch.
6. Building facades shall have horizontal relief achieved by the use of recesses and projections.
7. A varied color palette shall be utilized on homes throughout the subdivision to include a minimum of three color families for siding and shall include varied trim, shutter, and accent colors complementing the siding color.
8. The rear and side elevations of the units that can be seen from the right-of-way shall have trim around the windows.
9. The visible side of a townhome on a corner lot facing the public street shall contain at least 3 decorative elements such as, but not limited to, the following elements:
   a. Windows
   b. Bay window
   c. Recessed window
   d. Decorative window

e. Trim around the windows
f. Wrap around porch or side porch
g. Two or more building materials
h. Decorative brick/stone
i. Decorative trim
j. Decorative shake
k. Decorative air vents on gable
l. Decorative gable
m. Decorative cornice
n. Column
o. Portico
p. Balcony
q. Dormer

Multi-Family: Apartments

1. Vinyl siding is not permitted; however, vinyl windows, decorative elements and trim are permitted.
2. Siding materials shall be varied in type and/or color on 30% of each facade on each building.
3. Windows must vary in size and/or type.
4. Windows that are not recessed must be trimmed.
5. Recesses and projections shall be provided for at least 50% of each facade on each building.
6. Rooflines cannot be a single mass; they must be varied with the use of gables or parapets.

Non-Residential:

1. The predominant exterior building materials shall be high quality materials, including brick, glass, native stone, precast concrete, and decorative masonry units.
2. Cut off lighting fixtures and side shields on the sides where the property is adjacent to residential zoning shall only be allowed.
3. EIFS cornices and parapet trim are permitted.
4. EIFS or synthetic stucco shall not be used in the first four feet above grade and shall be limited to only 25% of each building facade.
5. Prohibited materials include:
    a. Vinyl siding. Vinyl details and trim are permitted.
    b. Painted, smooth faced concrete block
    c. Metal Walls. Decorative metal accents and panels may be accepted.
6. Exterior lighting shall not exceed a color temperature of 3,500K and meet UDO requirements for full cut off lights.
7. A solar PV system shall be incorporated into buildings to be constructed on the property. Such PV systems shall have a capacity of not less than 2 kW/1,000 heated square feet of building floor area.

Proposed Design Controls:

Maximum Density:	
Max in Low Density:	2.4 units/acre
Max in Mixed Use:	17 units/acre
Maximum Residential Units:	
Max # in Low Density:	75
Max # of Multi-Family:	400
Minimum Lot Width:	
Single-family:	50 ft
Townhomes:	20 ft
Maximum Building Height:	

Single-Family:	45 ft
Townhouse, Duplex, Triplex & Quadplex:	45 ft
Multi-Family:	55 ft
Public/Civic Uses:	65 ft
Hotels:	75 ft
Communication Towers/Wireless Facilities:	200 ft
All Other Uses:	50 ft
Maximum Built-Upon Area:	70%

Building Setbacks:	Single-Family:	Townhomes:	Multi-Family	Non-Residential
Front:	10 ft to front façade 20 ft from sidewalk to garage door	10 ft to front façade 20 ft from sidewalk to garage door	10 ft	10 ft
Side:	5 ft	Aggregate 8 ft between buildings	10 ft	10 ft
Rear:	15 ft	15 ft	10 ft	10 ft
Corner:	10 ft	10 ft	10 ft	10 ft
Building side to side:	N/A	Aggregate 8 ft	10 ft	10 ft
From Buffers/RCA:				
For buildings:	Per UDO: 10 ft	Per UDO: 10 ft	10 ft	10 ft
For parking areas:	N/A	N/A	Per UDO: 5 ft	Per UDO: 5 ft

Proposed RCA, Landscaping, and Buffers Conditions:

The proposed Legacy PUD complies with the UDO requirements for RCA. Gross square footage and percent of RCA required: 18.4 acres or approximately 30% of the overall site.

- (Mixed Use area = 25%)
- (Low Density residential area = 35% (assumed mass graded, if not mass graded then this area is 30%)

	Approx. Area	Ratio	RCA Area
Low Density Residential:	31.68	35%	11.08
Mixed Use Area	29.29	25%	7.32
Overall Gross	60.97	30%	18.41*

**Note that the total RCA area can be provided in any combination anywhere within the PUD as long as the total area is met.*

Landscaping:

- The project shall increase biodiversity within perimeter buffers, common owned open space, and other landscape areas by providing a variety of native and adaptive species for the canopy, understory and shrub levels. A minimum of 75% of the species selected shall be native or a native of North Carolina. No invasive species shall be permitted. No single species of tree or shrub shall constitute more than 20% of the plant material of its type within a single development site.
- To further illustrate the project's commitment to preserving and replacing tree canopy, at the time of first subdivision or site plan submittal the developer will provide a donation to a local non-profit organization

with a mission towards tree preservation in the amount of $10,000.

- The project will plant deciduous shade trees on the southern side of buildings where applicable.
- The project will plant pollinator friendly flora that is diverse and provides blooming in succession from spring to fall.
- The project will provide and allow for undisturbed spaces (e.g. leaf piles, un-mowed fields, fallen trees) for nesting and overwintering for native pollinators and wildlife.
- The project will plant warm season grasses for drought resistance.

Buffers:	UDO Requirement:	Proposed:
US Hwy 64 W:	100-foot Type A or 50-foot Type A if UDO Sec. 8.2.6.B.5.f.ii is met	50-foot Type A buffer (measured from the ultimate right-of-way)*
South boundary:	20-foot Type B	20-foot Type B
East boundary:		
Adjacent to American Tobacco Trail:	50-foot Type A	50-foot Type A
West boundary:		
Adjacent to Use Class 1:	20-foot Type B	20-foot Type B
Major Collector within development:		
Along MF-1, C-1, and SCM Frontage:	10-foot Type A or 20-foot Type D	30-foot type D
Along the SF-1 Frontage:	10-foot Type A	10-foot Type A

**The development will meet the UDO Sec. 8.2.6.B.5.f.ii requirements to reduce from a 100-foot Type A buffer.*

ENVIROMENTAL ADVISORY BOARD:

The Apex Environmental Advisory Board (EAB) held a pre-application meeting for this rezoning on April 15, 2021. The zoning conditions suggested by the EAB are listed below along with the applicant's response to each condition.

EAB Suggested Conditions		Applicant's Response
1.	Install signage near environmental sensitive areas in order to: Reduce pet waste near SCM drainage areas. Eliminate fertilizer near SCM drainage areas.	Added
2.	Plant trees as designed for efficiency. Plant deciduous shade trees on southern side of buildings.	Added
3	Increase biodiversity. Option 1: Plant pollinator-friendly flora.	Added
4.	Implement green infrastructure. Option 4: 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. Option 5: Provide and allow for undisturbed spaces (e.g. leaf piles, un-mowed fields, fallen trees) for nesting and overwintering for native pollinators and wildlife.	Added
5.	Include landscaping that requires less irrigation and chemical use. Option 1: Plant warm season grasses for drought-resistance.	Added
6.	Install pet waste stations in neighborhoods.	Added
7.	Install convenient electric vehicle charging stations.	Added

EAB Suggested Conditions		Applicant's Response
	Spread out charging stations as much as possible considering all sides of the property for all potential users.	
8.	Include energy efficient lighting in building design. Lower maximum foot-candles outside of buildings.	Added
9.	Install timers or light sensors or smart lighting technology.	Added
10.	Include International Dark Sky Association compliance standards. 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.	Added
11.	Add east to west connections to existing surrounding greenways, including from the American Tobacco Trail.	Added
12.	Minimize the number of stream crossings, keeping the riparian buffer connected without barriers, as much as possible.	Added
13.	Provide space for additional tree plantings by single-family residential in planning for above and underground obstructions.	Not Added

Parks, Recreation, and Cultural Resources Advisory Commission:

Based on the Bike Apex and the Parks, Recreation, Greenways, and Open Space Master Plan maps, this project is required to provide a greenway trail that will provide a connection from the American Tobacco Trail to the west.

The Parks, Recreation, and Cultural Resources Advisory Commission reviewed the Legacy Planned Unit Development at their May 26, 2021 meeting. The Advisory Commission unanimously recommended a fee-in-lieu of dedication with credit provided for construction of greenway trail that will provide an east-west connection in a similar location on the Greenway Master Plan.

Public Facilities:

The proposed Legacy PUD will be served by Town of Apex water, sanitary sewer, and electrical systems. The utility design will be finalized at Master Subdivision Plan and Site Plan review. A conceptual Utility Plan is included in the PUD Plan for reference. A 12-inch water line will be extended along the south side of US Hwy 64 W from Sweetwater to the proposed development. Water lines will be run along the road network to connect to each piece of the development and provide connection to the adjacent properties. Sewer will connect through Smith Farm and run along the streams within Legacy. The ultimate design for the utilities shall meet the current Town of Apex Master Water and Sewer Plans for approval.

The proposed development plan will require stormwater management measures in accordance with Sections 6.1 and 7.5.7 in the Town of Apex Unified Development Ordinance. Stormwater captured on the site will be conveyed to the proposed Stormwater Control Measures, which will be identified on plans during the major subdivision or site plan approval stage. Post development peak runoff shall not exceed pre-development peak runoff for the 24-hour, 1-year and 10-year storm events in accordance with the Unified Development Ordinance. Treatment for the first 1-inch of runoff will be provided such that the removal of 85% Total Suspended Solids is achieved. All stormwater devices will meet the design requirements of NCDENR and the Town of Apex.

Apex Transportation Plan/Access and Circulation:

The Bicycle and Pedestrian System Plan Map shows a proposed public greenway running east-west from the American Tobacco trail. The proposed amendment to the plan will add sidepath along the eastern side of the future major collector starting from the roundabout and continuing south to Olive Chapel Rd. The proposed PUD will provide sidewalks along both sides of all internal streets, sidepath as shown on the amendment, and build their portion of the east-west greenway.

Per the proposed amendment to the Apex Thoroughfare and Collector Street Plan map, a future major collector is shown where the eastern property line intersects with US Hwy 64 W. It connects to a future roundabout and runs roughly southwest within the PUD. It is anticipated to connect to Transit Trail, which will be upgraded to a future major collector with future development.

Roadway improvements are subject to modification and final approval by the Town of Apex and NCDOT as part of the Master Subdivision Plan review and approval process. A Traffic Impact Analysis has been performed as part of this PUD rezoning consistent with the Town's standards for the same. Based upon the Traffic Impact Analysis, the applicant proposed the following traffic improvements for this development:

1. Convert the intersection of US 64 at Flying Hawk Road to a directional crossover in both directions in Phase 1, prior to first certificate of occupancy (CO), serving a new major collector street intersection to the south. In addition, developer shall conduct a signal warrant analyses for the collector street half of the intersection prior to the last CO for the apartments and prior to the last CO for the commercial development and install a traffic signal if permitted by NCDOT at either point.
2. Construct a new major collector street along the eastern property line to connect to US 64 at the intersection of Flying Hawk Road/directional crossover. The proposed major collector will be constructed as part of the development plan from US 64 southward through the project serving local connections to the east, west, and south. Construction of the major collector street may be phased in accordance with a phasing plan to be approved as part of site and subdivision plans.
3. Construct an eastbound right turn lane with 100 feet of storage and appropriate deceleration length and taper per NCDOT guidance on US 64 at the new major collector street in Phase 2, prior to first certificate of occupancy for the mixed-use area and/or prior to the first residential subdivision plat.
4. Construct a right-in-only driveway with 100 feet of storage and appropriate deceleration length and taper per NCDOT guidance on US 64 approximately 700-800 feet west of the major collector street, if/when that access is proposed west of the major collector street.
5. Construct a U-turn bulb at Pinefield Road in Phase 1 that can, at a minimum, accommodate a Bus-40 vehicle if the current geometry does not accommodate that movement.
6. Construct a U-turn bulb at Goodwin Road in Phase 1 that can, at a minimum accommodate, a Bus-40 vehicle if the current geometry does not accommodate the turn movement in Phase 1. In addition, developer shall conduct a signal warrant analyses for the intersection prior to the last CO for the apartments and prior to the last CO for the commercial development and install a traffic signal if permitted by NCDOT at either point.

Transportation Staff proposes revising the last two sentences from items 1 and 6 above as follows:

1. Convert the intersection of US 64 at Flying Hawk Road to a directional crossover in both directions in Phase 1, prior to first certificate of occupancy (CO), serving a new major collector street intersection to the south. <u>In addition, developer shall conduct a signal warrant analysis for the intersection prior to the last CO for the apartments and install a traffic signal if permitted by NCDOT. If not permitted at that time, developer shall pay a fee in lieu for the estimated cost of design and installation.</u>
6. Construct a U-turn bulb at Goodwin Road in Phase 1 that can, at a minimum accommodate, a Bus-40 vehicle if the current geometry does not accommodate the turn movement in Phase 1. <u>In addition, developer shall conduct a signal warrant analysis for the intersection prior to the last CO for the apartments and install a traffic signal if permitted by NCDOT. If not permitted at that time, developer shall pay a fee in lieu for the estimated cost of design and installation.</u>

If the conditions are amended as shown above, Transportation and Planning staff agree to the proposed conditions.

PLANNING STAFF RECOMMENDATION:

Planning staff recommends approval of Rezoning #21CZ12 Legacy PUD with the change to the transportation conditions as suggested by staff.

PLANNING BOARD RECOMMENDATION:

The Planning Board heard this project at their September 13, 2021 meeting. They unanimously recommended approval of the rezoning with the conditions proposed by staff, with direction that staff work~~s~~ with the applicant on explicit language to allow the developer to get their fee-in-lieu returned if the signal is not warranted in a certain amount of time that is agreeable to both parties.

To that end, Planning, Transportation and Legal staff worked together to draft language that would meet the request for a compromise and be legally enforceable. Staff does not support the addition of condition 7 below, but drafted it as directed by the Planning Board. If Town Council is inclined to include the condition, the wording is legal and enforceable.

The language was sent to the applicant and they have agreed that it is acceptable to them. They updated their PUD text to include this language.

1. Convert the intersection of US 64 at Flying Hawk Road to a directional crossover in both directions in Phase 1, prior to first certificate of occupancy (CO), serving a new major collector street intersection to the south. In addition, prior to the final CO being issued for the last apartment building but not before issuance of the building permit for the last apartment building, developer shall conduct a signal warrant analysis for the collector street half of the intersection and install a traffic signal if permitted by NCDOT. If not permitted at that time, developer shall pay a fee in lieu for the estimated cost of design and installation.

6. Construct a U-turn bulb at Goodwin Road in Phase 1 that can at a minimum accommodate a Bus-40 vehicle if the current geometry does not accommodate the turn movement in Phase 1. In addition, prior to the final CO being issued for the last apartment building but not before issuance of the building permit for the last apartment building, developer shall conduct a signal warrant analysis for the intersection and install a traffic signal if permitted by NCDOT. If not permitted at that time, developer shall pay a fee in lieu for the estimated cost of design and installation.
7. If NCDOT has not permitted either traffic signal described above to be installed within 5 years from the date of payment of the fee in lieu, developer, upon written request to the Town of Apex, shall be entitled to a refund of the fee in lieu.

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 Low Density Residential and Mixed Use: High Density Residential/Office Employment/Commercial Services. The proposed rezoning includes nonresidential uses and residential uses at densities supported by the 2045 Land Use Map. If the rezoning is approved as proposed, the 2045 Land Use Map designation will automatically be amended to shift the line between Low Density Residential and Mixed Use: High Density Residential/Office Employment/Commercial Services per NCGS 160D-605(a). The Apex Town Council has further considered that the proposed rezoning to Planned

Unit Development – Conditional Zoning (PUD-CZ) will maintain the character and appearance of the area and provide the flexibility to accommodate the growth in population, economy, and infrastructure consistent with that contemplated by the 2045 Land Use Map.

The proposed rezoning is reasonable and in the public interest because it will permit a variety of energy efficient housing types, increase non-residential development opportunities, and contribute to the affordable housing fund.

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.

Legislative Considerations

The Town Council shall find the Planned Unit Development–Conditional Zoning (PUD-CZ) designation demonstrates compliance with the following standards. Sec. 2.3.3.F:

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 29, 2021

Travis Fluitt, P.E.
Kimley-Horn and Associates, Inc.
421 Fayetteville Street, Suite 600
Raleigh, NC 27601

Subject: **Staff summary and comments for the US 64 Residential TIA, 05/01/2021**

Mr. Fluitt:

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.

Study Area

The TIA studied access to the proposed development at the following intersections:

- US 64 at Flying Hawk Road/ Site Access Road
- US 64 at Right-In/Right-Out Site Driveway

The following 2 intersections were also included for analysis in the TIA study area:

- US 64 at Pinefield Road/ West U-turn
- US 64 at Goodwin Road/ East U-turn

Trip Generation

The proposed development is expected to consist of two phases. Phase 1 is expected to consist of 400 apartments units. It's projected to generate approximately 35 new trips entering and 98 new trips exiting the site during the weekday A.M. peak hour and 102 new trips entering and 66 new trips exiting the site during the weekday P.M. peak hour. Phase 1 of the development is projected to add an additional 2,178 new daily trips onto the adjacent roadway network. Phase 2 is expected to consist of an additional 75 single family homes, 11,000 square feet of day care center, and 3,500 square feet of drive-thru fast food restaurant. Phase 2 in combination with Phase 1 is expected to generate 141 new trips entering, and 218 new trips exiting the site during the weekday A.M. peak hour, and 209 new trips entering and 157 new trips exiting the site during the weekday P.M. peak hour. Phase 2 in combination with Phase 1 is expected to generate a total of 3,956 new trips on the adjacent roadway network.

Background traffic

Background traffic consists of 3% annual background traffic growth compounded to build out year 2024 for Phase 1, and build out year 2026 for Phase 2, with no background developments.

Trip Distribution and Assignment

The trip distributions to and from the development site are as follows for Phase 1:

- 80% to/from the east on US 64
- 20% to/from the west on US 64

The trip distributions to and from the development site are as follows for Phase 2:

- 70% to/from the east on US 64
- 30% to/from the west on US 64

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 4 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 2021** - Existing year 2021 traffic adjusted to account for pandemic traffic conditions.
- **No Build 2024 –** Projected year (2024) with background traffic growth.
- **Build 2024 –** Projected year (2024) with background traffic, background improvements, and Phase 1 site build-out conditions including recommended improvements where applicable.
- **Build 2024 (RI/RO) –** Build 2024 scenario that also includes the construction of a right-in/right out access point on US 64.
- **No Build 2026 –** Projected year (2026) with background traffic growth.
- **Build 2026 –** Projected year (2026) with background traffic, background improvements, and Phase 2 site build-out conditions including recommended improvements where applicable.
- **Build 2026 (RI/RO) –** Build 2026 scenario that also includes the construction of a right-in/right out access point on US 64.

US 64 at Flying Hawk Road/ Site Access Road (Unsignalized)

Table 1. A.M. / P.M. Unsignalized Peak Hour Levels of Service US 64 at Flying Hawk Road/ Site Access Road							
	Existing 2021	**No Build 2024**	**Build 2024**	**Build 2024 (RI/RO)**	**No Build 2026**	**Build 2026**	**Build 2026 (RI/RO)**
Overall	NA	NA	NA	NA	NA	NA	NA
Eastbound (US 64)	*C / B[2]*	*C / C[2]*	*C / E[2]*	*C / E[2]*	*C / E[2]*	*C / E[2]*	*D / F[2]*
Westbound (US 64)	*C / C[2]*	*D / D[2]*	*C / C[2]*	*C / C[2]*	*E / E[2]*	*D / E[2]*	*C / D[2]*
Northbound (Site Access Road)	*NA*	*NA*	*C / C[1]*	*C / C[1]*	*NA*	*F / E[1]*	*D / D[1]*
Southbound (Flying Hawk Road)	*E / F[1]*	*F / F[1]*	*B / C[1]*	*B / C[1]*	*F / F[1]*	*C / C[1]*	*B / C[1]*

1. Level of service for stop-controlled minor street approaches.
2. Level of service for left/U-turn turn movements on free-flowing approaches.

TIA recommendations:

- In Phase 1, the TIA recommends construction of a stop-controlled northbound approach with one lane of ingress and one lane of egress opposite of Flying Hawk Road on US 64. The TIA recommends conversion of the intersection to a directional crossover (allowing lefts-in from US 64 and right-in/right-out operations at both Flying Hawk Road and Site Access Road). Left-out movements from the side roads would be diverted to downstream intersections of Pinefield Road and Goodwin Road where U-turn movements can be accommodated. In Phase 2 the TIA recommends construction of an eastbound right turn lane with 100 feet of storage in the Build 2026 scenario, or the construction of an eastbound right turn taper in the Build 2026 Right-in/Right-out scenario. The TIA also recommends monitoring the intersection for a traffic signal.

Apex staff recommendations:

- Apex staff concur with the recommendations for Phase 1. A directional crossover at this intersection combined with nearby U-turns will promote safety and efficiency by eliminating left-out conflicts from the side streets. It is also consistent with the short term strategy for controlling traffic along this section of US 64 until it can be converted to a freeway. Traffic analysis showed acceptable levels of service per the UDO at the intersection in the Build 2024 scenarios.
- For Phase 2, Apex staff recommends construction of an eastbound right turn lane with 100 feet of storage and appropriate deceleration length and taper per NCDOT guidance for safe ingress. Apex staff concurs with the TIA in regard to monitoring this intersection for signalization, and recommends installation of a signal if warranted. In the Build 2026 scenarios LOS is projected to degrade to LOS E or F on multiple approaches. However, storage is projected to be adequate on the US 64 left turn lanes. A traffic signal would mitigate vehicular delays on the northbound approach and the left turn movements on US 64.

US 64 at Right-In/Right-Out Driveway (Unsignalized)

Table 2. A.M. / P.M. Unsignalized Peak Hour Levels of Service US 64 at Right-In/Right-Out Driveway		
	Build 2024 (RI/RO)	**Build 2026 (RI/RO)**
Overall	NA	NA
Eastbound (US 64)	*NA*	*NA*
Westbound (US 64)	*NA*	*NA*
Northbound (Right-In/Right-Out Driveway)	*C / C[1]*	*C / C[1]*

1. Level of service for stop-controlled minor street approaches.

TIA recommendations:

- The TIA recommends construction of a two-lane, two-way Right-In/Right-Out Driveway approximately 700-800 feet west of Flying Hawk Road in Phase 1. In Phase 2 the TIA recommends the construction of an exclusive eastbound right turn lane with 100 feet of storage on US 64 for the right-in movement.

Apex staff recommendations:

- Apex staff supports the recommendation for a right-in movement at this location, but does not recommend a right-out movement. The addition of the right-out movement does not show an operational benefit. With the right-out movement, the TIA assumes a significant portion of traffic heading westbound from the site will turn right then make a weaving maneuver across eastbound US 64 to access the U-turn at Flying Hawk Road. Due to the short distance (approximately 700 feet) the weaving maneuver introduces a potentially unsafe movement that is anticipated to increase the risk of crashes on this segment of US 64. Additionally it introduces another conflict point on US 64 which is a partially access-controlled facility with long term plans to convert to a freeway. Apex recommends an exclusive eastbound right turn lane with 100 feet of storage and appropriate deceleration lane and taper for a 60 mph design speed to be constructed if and when the development chooses to pursue a Right-In Only Driveway at this location.

US 64 at Pinefield Road/ West U-turn (Unsignalized)

Table 3. A.M. / P.M. Unsignalized Peak Hour Levels of Service US 64 at Pinefield Road/ West U-turn					
	Existing 2021	**No Build 2024**	**Build 2024**	**No Build 2026**	**Build 2026**
Overall	NA	NA	NA	NA	NA
Eastbound (US 64)	*B / D*[2]	*B / D*[2]	*B / E*[2]	*C / E*[2]	*C / E*[2]
Westbound (US 64)	*C / D*[2]	*D / D*[2]	*D / E*[2]	*D / E*[2]	*E / E*[2]
Southbound (Pinefield Road)	*E / F*[1]	*F / F*[1]	*F / F*[1]	*F / F*[1]	*F / F*[1]

1. Level of service for stop-controlled minor street approaches.
2. Level of service for left/U-turn movements on free-flowing approaches.

TIA recommendations:

- The TIA recommends no improvements at this intersection.

Apex staff recommendations:

- Apex staff recommends providing a U-turn bulb at Pinefield Road that can at a minimum accommodate a Bus-40 vehicle if the current geometry does not accommodate that movement. Trucks traveling to and from the site as well as adjacent properties using the proposed major collector road will need adequate space for U-turns.
- It should be noted that both the left/U-turn movements and the stop controlled southbound approach are projected to operate at LOS E or F in the Build 2024 and 2026 PM peak hours. However, aside from the U-turn accommodations no other geometric improvements are recommended as traffic volumes for the left/U-turns are relatively low (less than 10 vehicles per hour) and 95th percentile queues are not projected to exceed 50 feet. Storage capacity on the US 64 left turn storage bays are projected to contain the queues. Most of the long delays on the southbound approach can be attributed to left turning traffic. Given the high traffic volume on US 64 that is expected. The intersection will not warrant a traffic signal based on projected traffic volumes.

US 64 at Goodwin Road/ East U-turn (Unsignalized)

Table 4. A.M. / P.M. Unsignalized Peak Hour Levels of Service
US 64 at Goodwin Road/ East U-turn

	Existing 2021	No Build 2024	Build 2024	Build 2024 (RI/RO)	No Build 2026	Build 2026	Build 2026 (RI/RO)
Overall	NA	NA	NA	NA	NA	NA	NA
Eastbound (US 64)	*B / C*[2]	*B / D*[2]	*C / F*[2]	*C / E*[2]	*C / E*[2]	*E / F*[2]	*D / F*[2]
Westbound (US 64)	*C / C*[2]	*D / D*[2]	*D / E*[2]	*D / E*[2]	*D / E*[2]	*E / E*[2]	*E / E*[2]
Southbound (Goodwin Road)	*E / F*[1]	*F / F*[1]	*F / F*[1]	*F / F*[1]	*F / F*[1]	*F / F*[1]	*F / F*[1]

1. Level of service for stop-controlled minor street approaches.
2. Level of service for left/U-turn movements on free-flowing approaches.

TIA recommendations:

- The TIA recommends no improvements at this intersection for Phase 1 (Build 2024 Scenarios). In Phase 2 the TIA recommends monitoring this intersection for signalization under the Build 2026 scenario (no additional right-in/right-out access to the site).

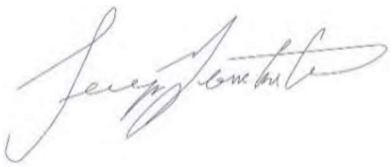
Apex staff recommendations:

- Apex staff recommends providing a U-turn bulb at Goodwin Road that can at a minimum accommodate a Bus-40 vehicle if the current geometry does not accommodate the turn movement in Phase 1. Trucks traveling to and from the site as well as adjacent properties using the proposed major collector road will need adequate space for U-turns. Apex staff concur with the recommendation for Phase 2, and recommends the installation of the traffic signal if warranted.
- It should be noted that both the left/U-turn movements and the stop controlled southbound approach are projected to operate at LOS E or F in both the Build 2024 and Build 2026 scenarios, with overall delays and queues being higher under the scenario that does not consider the Right-In/Right-Out access point at the site. This operational difference is attributed to the TIA assumption that a significant portion of westbound site traffic will make a weaving maneuver across US 64 to U-turn at Flying Hawk Road rather than Goodwin Road- a maneuver that is not supported by staff. 95th percentile queues are projected to increase to a maximum of 300 feet on the eastbound left turn lane in the PM peak hour. However, storage capacity on US 64 left turn storage bays is projected to be adequate to contain the queues. Most of the long delays on the southbound approach can be attributed to left turning traffic. Given the high traffic volume on US 64

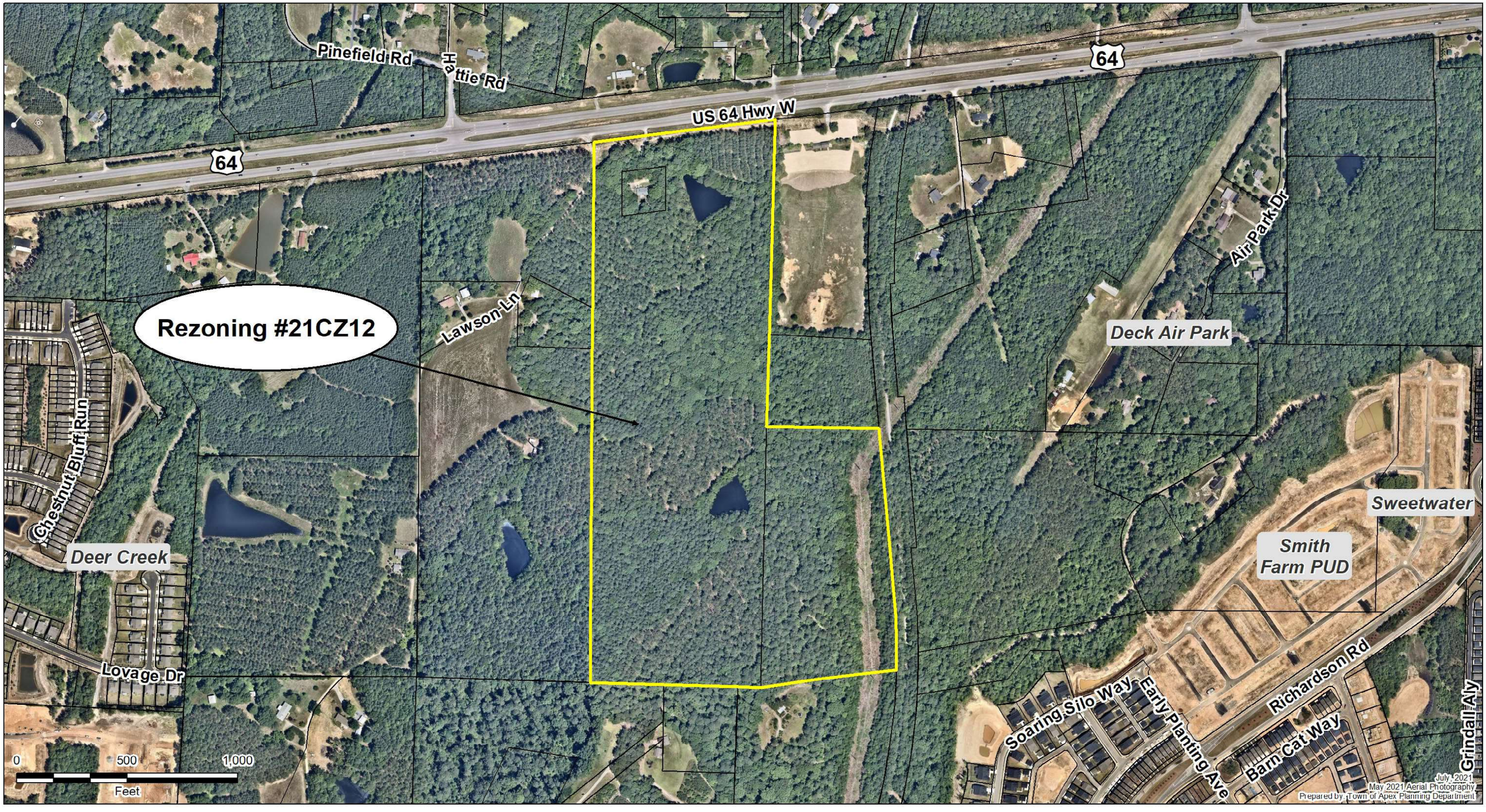
that is expected. A traffic signal, if warranted will mitigate vehicle delays and queueing on the minor street approach.

Please coordinate with the NCDOT District Engineer's Office concerning recommended improvements. Town staff will be available for meetings with NCDOT staff to discuss improvements on state maintained roadways as needed. All recommendations are subject to review by Town Council prior to approval.

Sincerely,



Serge Grebenschikov
Traffic Engineer
919-372-7448


Pinefield Rd
Lattie Rd
US 64 Hwy W
64
64
Rezoning #21CZ12
Lawson Ln
Air Park Dr
Deck Air Park
Chestnut Bluff Run
Deer Creek
Lovage Dr
Sweetwater
Smith Farm PUD
Richardson Rd
Soaring Silo Way
Early Planting Ave
Barn Cat Way
Grindall Aly
0
500
1,000
Feet
July 2021
May 2021 Aerial Photography
Prepared by Town of Apex Planning Department

PLANNED UNIT DEVELOPMENT APPLICATION

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

Application #: 2021-002(NW) Rezoning Case #21CZ02 Submittal Date: 5/3/21

Fee Paid $3310.00 TIA $1000 PUD 2110.00 Check # Visa

PETITION TO AMEND THE OFFICIAL ZONING DISTRICT MAP

Project Name: Legacy

Address(es): 3601 US 64 HWY W, 0 Olive Chapel Road, and 3609 US 64 HWY W

PIN(s) 0722040381, 0722037373, 0712949922,

Acreage: 60.97 +/-

Current Zoning: Rural Residential, R-80 W Proposed Zoning: PUD CZ

Current 2045 LUM Designation: North:Mixed Use,Comm.,O&I,High Density Res.,South Low Density Res.

Requested 2045 LUM Designation: North:Mixed Use,Comm.,O&I,High Density Res.,South Low Density Res.

See next page for LUM amendment

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: 30.99

Area proposed as non-residential development: Acreage: 5.35

Percent of mixed use area proposed as non-residential: Percent: 17.3%(including 10 ac. Tee 2 Green)

Applicant Information

Name: GCI Acquisitions LLC ATTN: Ryan Linker

Address: 25101 Chagrin Blvd. Suite #300

City: Beachwood State: Ohio Zip: 44122

Phone: 216-644-5992 E-mail: rlinker@goldbergcompanies.com

Owner Information

Name: Deannas Dowry,LLC (John H Bryson III, Susan Yates), John William and Faye Long, Joel and Christiane Bond

Address: 3601 US 64 HWY W, 0 Olive Chapel Rd, 3609 US 64 HWY W

City: Apex State: NC Zip: 27523

Phone: 804-922-0305;919-880-6944;919-810-2298 E-mail: jbryson@openplan;Johnlong1@prodigy.net;joelbond@gmail.com

Agent Information

Name: GCI Acquisitions LLC ATTN: Ryan Linker

Address: 25101 Chagrin Blvd. Suite #300

City: Beachwood State: Ohio Zip: 44112

Phone: 216-644-5992 E-mail: rlinker@goldbergcompanies.com

Other contacts: Contact Person: Glenda Toppe 919-605-7390 glenda@gstplanning.com

Ed Tang 919-369-0125 etang@withersravenell.com,

Travis Fluitt 919-653-2948 Travis.Fluitt@kimley-horn..com

PLANNED UNIT DEVELOPMENT APPLICATION

Application #: 2021-002 Submittal Date: 5/3/21

2045 LAND USE MAP AMENDMENT (if applicable)

The applicant does hereby respectfully request the Town Council amend the 2045 Land Use Map. In support of this request, the following facts are shown:

The area sought to be amended on the 2045 Land Use Map is located at:

South of US 64 HWY W and North Olive Chapel Road

Current 2045 Land Use Classification: North:Mixed Use,Comm.,O&I,High Density Res.,South Low Density Res.

Proposed 2045 Land Use Classification: North:Mixed Use,Comm.,O&I,High Density Res.,South Low Density Res.

What conditions justify the passage of the amendment to the 2045 Land Use Map? Discuss the existing use classifications of the subject area in addition to the adjacent land use classifications.

There is an amendment proposed to the 2045 Land Use Plan Map. The proposed PUD shifts the line for the Low Density Residential component of the Plan slightly to the . south. This is due to topographic features and the proposed road configuration. This revision also reduces the number of single-family detached homes, thus minimizing the impact on Wake County Public School System.

CERTIFIED LIST OF NEIGHBORING PROPERTY OWNERS

Application #: 2021-002 Submittal Date: 5/3/21

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

	Owner's Name	PIN
1.	See Attached List.	
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		

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

Date: 4/29/2021 By: Glenda S. Tapp

COUNTY OF WAKE STATE OF NORTH CAROLINA

Sworn and subscribed before me, Geraldine Guillory, a Notary Public for the above State and County, on this the 29th day of April, 2021.

Geraldine Guillory
Notary Public

Geraldine Guillory
Print Name

SEAL

GERALDINE GUILLORY NOTARY PUBLIC MY COMMISSION EXPIRES OCTOBER 31, 2024 WAKE COUNTY, NC

My Commission Expires: 10-31-2024

2021-002

CLEMENT, MARTHA S
3200 OLIVE CHAPEL RD
APEX NC 27502-6785

GOODWIN, LILIJA B
GOODWIN, CALVIN LEE
1812 LAWSON LN
APEX NC 27502-9324

GOODWIN, CALVIN L<
GOODWIN, RENA F
1621 LAWSON LN
APEX NC 27502-8595

BOND, JOEL BOND, CRISTIANE
3609 US 64 HWY W
APEX NC 27523-8448

NC DEPARTMENT OF TRANSPORTATION
PO BOX 1067
ABERDEEN NC 28315-1067

LAWRENCE, JUSTIN MARKHAM
LAWRENCE, BASWELL H
1007 JAMES ST
APEX NC 27502-2137

SLOVER, SARAH J
327 E PARK ST
CARY NC 27511-3518

BRANTON, CHARLES J
3608 US 64 HWY W
APEX NC 27523-8447

CLEMENT, JOHN M JR
CLEMENT, JUDY S
1801 TRANSIT TRL
APEX NC 27502-8506

CLEMENT, MARTHA S
3200 OLIVE CHAPEL RD
APEX NC 27502-6785

LONG, JOHN WILLIAM
LONG, FAYE C
314 NC HIGHWAY 751
APEX NC 27523-5491

DEANNAS DOWRY LLC
10203 MAREMOUNT DR
RICHMOND, VA 23233

SHELTON PROPERTY INVESTMENTS LLC
2701 WEAVER HILL DR
APEX NC 27502-6548

SHELTON PROPERTY INVESTMENTS LLC
2701 WEAVER HILL DR
APEX NC 27502-6548

MCHUGH, JUDY B
3557 HERBERT FAUCETTE RD
BULLOCK NC 27507-9320

POLLOCK, AARON L
POLLOCK, CAROLINA W
1521 FLYING HAWK RD
APEX NC 27523-7858

EVERETT, JOSEPH MCNEILL
EVERETT, PHYLLIS JANE
1421 FLYING HAWK RD
APEX NC 27523-7856

ROBACK, DONALD MICHAEL KENNY, MARIA ANN
1505 FLYING HAWK RD
APEX NC 27523-7858

NC DEPARTMENT OF TRANSPORTATION
PO BOX 25201
RALEIGH NC 27611-5201

LENNAR CAROLINAS, LLC
1100 PERIMETER PARK DR STE 112
MORRISVILLE NC 27560-9119

LENNAR CAROLINAS, LLC
1100 PERIMETER PARK DR STE 112
MORRISVILLE NC 27560-9119

LENNAR CAROLINAS, LLC
1100 PERIMETER PARK DR STE 112
MORRISVILLE NC 27560-9119

GRAYDON HOLDINGS LLC
1734 REGATTA DR
FERNANDINA BEACH FL 32034-5534

DEVELOPMENT NAME APPROVAL APPLICATION

Application #: 2021-002 Submittal Date: 5/3/21

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 #: 2021-002 Submittal Date: 5/3/21

Proposed Subdivision/Development Information

Description of location: South of US 64 HWY W, West of the ATT and North of Olive Chapel Road

Nearest intersecting roads: Lawson Lane and US 64 HWY W

Wake County PIN(s): 0712949922, 0722040381, 0722037373

Township: White Oak

Contact Information (as appropriate)

Contact person: Glenda Toppe, AICP Glenda S. Toppe & Associates

Phone number: 919-605-7390 Fax number:

Address: 4139 Gardenlake Drive Raleigh, NC 27612

E-mail address: glenda@gstplanning.com

Owner: Deannas Dowry,LLC(John H Bryson III Susan Yates),John William & Faye Long, Joel & Cristiane Bond

Phone number: Fax number:

Address: 10203 Maremount Dr. Richmond, VA; 314 NC Highway 751, Apex, NC; 3609 US 64 HWY W Apex, NC

E-mail address:

Proposed Subdivision/Development Name

1st Choice: Legacy

2nd Choice *(Optional)*:

Town of Apex Staff Approval:

Town of Apex Planning Department Staff Date

TOWN OF APEX UTILITIES OFFER AND AGREEMENT

Application #: 2021-002 Submittal Date: 5/3/21

Town of Apex
73 Hunter Street
P.O. Box 250 Apex, NC 27502
919-249-3400

WAKE COUNTY, NORTH CAROLINA CUSTOMER SELECTION AGREEMENT

3609 and 3601 US 64 HWY W, 0 Olive Chapel Road

(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.

GCI Acquisitions LLC, the undersigned customer ("Customer") hereby irrevocably chooses and selects the Town of Apex (the "Town") as the permanent electric supplier for the Premises. Permanent service to the Premises will be preceded by temporary service if needed.

The sale, delivery, and use of electric power by Customer at the Premises shall be subject to, and in accordance with, all the terms and conditions of the Town's service regulations, policies, procedures and the Code of Ordinances of the Town.

Customer understands that the Town, based upon this Agreement, will take action and expend funds to provide the requested service. By signing this Agreement the undersigned signifies that he or she has the authority to select the electric service provider, for both permanent and temporary power, for the Premises identified above.

Any additional terms and conditions to this Agreement are attached as Appendix 1. If no appendix is attached this Agreement constitutes the entire agreement of the parties.

Acceptance of this Agreement by the Town constitutes a binding contract to purchase and sell electric power.

Please note that under North Carolina General Statute §160A-332, you may be entitled to choose another electric supplier for the Premises.

Upon acceptance of this Agreement, the Town of Apex Electric Utilities Division will be pleased to provide electric service to the Premises and looks forward to working with you and the owner(s).

ACCEPTED:

CUSTOMER:	GCI Acquisitions LLC	TOWN OF APEX	
BY:	Ryan Linker Authorized Agent	BY:	 Authorized Agent
DATE:	4-20-21	DATE:	

AFFIDAVIT OF OWNERSHIP

Application #: 2021-002 Submittal Date: 5/3/21

The undersigned, GCI Acquisitions LLC, Ryan Linker (the "Affiant") first being duly sworn, hereby swears or affirms as follows:

1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the sole owner, or is the authorized agent of all owners, of the property located at 3601 US 64 HWY W and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").

2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.

3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated _____, and recorded in the Wake County Register of Deeds Office on _____, in Book _____ Page _____.

4. If Affiant is the authorized agent of the owner(s) of the Property, Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).

5. If Affiant is the owner of the Property, from the time Affiant was deeded the Property on _____, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on _____, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.

This the 21st day of April, 2021.

Ryan Linker ~~(seal)~~

RYAN LINKER

Type or print name

STATE OF ~~NORTH CAROLINA~~ OHIO
COUNTY OF Cuyahoga

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

Allison Brown
Notary Public
Recorded in Cuyahoga County
My Commission Expires
December 1st, 2021
[NOTARY SEAL]

Allison Brown
Notary Public
State of ~~North Carolina~~ OHIO
My Commission Expires: 12/1/2021

AGENT AUTHORIZATION FORM

Application #: 2021-002 Submittal Date: 5/3/21

John William and Faye Long is the owner* of the property for which the attached application is being submitted:

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

The property address is: 0 Olive Chapel Road

The agent for this project is: GCI Acquisitions LLC, Ryan Linker

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

Agent Name: GCI Acquisitions LLC, Ryan Linker

Address: 25101 Chagrin Blvd. Suite #300 Beachwood, Ohio 44112

Telephone Number: 216-644-5992

E-Mail Address: rlinker@goldbergcompanies.com

Signature(s) of Owner(s)*

John W Long — Type or print name — April 22, 2021 — Date

Faye C. Long — Type or print name — 4-22-21 — 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 #: 2021-002 Submittal Date: 5/3/21

The undersigned, GCI Acquisitions LLC, Ryan Linker (the "Affiant") first being duly sworn, hereby swears or affirms as follows:

1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the sole owner, or is the authorized agent of all owners, of the property located at 0 Olive Chapel Road and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").

2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.

3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated _____, and recorded in the Wake County Register of Deeds Office on _____, in Book _____ Page _____.

4. If Affiant is the authorized agent of the owner(s) of the Property, Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).

5. If Affiant is the owner of the Property, from the time Affiant was deeded the Property on _____, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on _____, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.

This the 26 day of April, 2021.

Ryan Linker ~~(seal)~~

RYAN LINKER

Type or print name

STATE OF ~~NORTH CAROLINA~~ Ohio
COUNTY OF Cuyahoga

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

Allison Brown
Notary Public
Recorded in Cuyahoga County
My Commission Expires
December 1st, 2021
[NOTARY SEAL]

Allison Brown
Notary Public
State of ~~North Carolina~~ Ohio
My Commission Expires: 12-1-2021

AGENT AUTHORIZATION FORM

Application #: 2021-002 **Submittal Date:** 5/3/21

Joel and Christiane Bond **is the owner* of the property for which the attached application is being submitted:**

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

The property address is: 3609 US 64 HWY W

The agent for this project is: GCI Acquisitions LLC, Ryan Linker

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

Agent Name: GCI Acquisitions LLC, Ryan Linker

Address: 25101 Chagrin Blvd. Suite #300 Beachwood, Ohio 44112

Telephone Number: 216-644-5992

E-Mail Address: rlinker@ goldbergcompanies.com

Signature(s) of Owner(s)*

Joel C. Bond — dotloop verified 04/21/21 1:42 PM EDT RJ1K-NN39-E2OP-R1V4

Joel Bond — Type or print name — Date

Cristiane Beth Houston Bond — dotloop verified 04/21/21 1:24 PM EDT 9TY0-ZDQJ-KKTE-OOM6

Christiane Bond — Type or print name — Date

Attach additional sheets if there are additional owners.

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

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

AFFIDAVIT OF OWNERSHIP

Application #: 2021-002 Submittal Date: 5-3-21

The undersigned, GCI Acquisitions LLC, Ryan Linker (the "Affiant") first being duly sworn, hereby swears or affirms as follows:

1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the sole owner, or is the authorized agent of all owners, of the property located at 3609 US 64 HWY W and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").

2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.

3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated _____, and recorded in the Wake County Register of Deeds Office on _____, in Book _____ Page _____.

4. If Affiant is the authorized agent of the owner(s) of the Property, Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).

5. If Affiant is the owner of the Property, from the time Affiant was deeded the Property on _____, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on _____, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.

This the 26 day of April, 2021.

Ryan Linker -(seal)

RYAN LINKER

Type or print name

STATE OF ~~NORTH CAROLINA~~ Ohio
COUNTY OF Cuyahoga

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

Allison Brown
Notary Public
Recorded in Cuyahoga County
My Commission Expires
December 1st, 2021
[NOTARY SEAL]

Allison Brown
Notary Public
State of ~~North Carolina~~ Ohio
My Commission Expires: 12-1-2021

Agent Authorization Form

Application #: 2021-002 **Submittal Date:** 5-3-21

Deannas Dowry,LLC John H. Bryson III Susan Yates **is the owner* of the property for which the attached application is being submitted:**

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

The property address is: 3601 US 64 HWY W

The agent for this project is: GCI Acquisitions LLC, Ryan Linker

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

Agent Name: GCI Acquisitions LLC, Ryan Linker

Address: 25101 Chagrin Blvd. Suite #300 Beachwood, Ohio 44112

Telephone Number: 216-644-5992

E-Mail Address: rlinker@ goldbergcompanies.com

Signature(s) of Owner(s)*

Carol W. Bryson dotloop verified 04/21/21 12:23 PM EDT

Carol Bryson-Manager

Type or print name **Date**

_____

_____

Type or print name **Date**

Attach additional sheets if there are additional owners.

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

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

AFFIDAVIT OF OWNERSHIP

Application #: 2021-002 Submittal Date: 5-3-21

The undersigned, GCI Acquisitions LLC, Ryan Linker (the "Affiant") first being duly sworn, hereby swears or affirms as follows:

1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the sole owner, or is the authorized agent of all owners, of the property located at 3601 US 64 HWY W and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").

2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.

3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated _____, and recorded in the Wake County Register of Deeds Office on _____, in Book _____ Page _____.

4. If Affiant is the authorized agent of the owner(s) of the Property, Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).

5. If Affiant is the owner of the Property, from the time Affiant was deeded the Property on _____, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on _____, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.

This the 21st day of April, 2021.

Ryan Linker ~~(seal)~~

RYAN LINKER

Type or print name

STATE OF ~~NORTH CAROLINA~~ OHIO
COUNTY OF Cuyahoga

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

Allison Brown
Notary Public
Recorded in Cuyahoga County
My Commission Expires
~~[NOTARY'S SEAL]~~
~~December 16, 2021~~

Allison Brown
Notary Public
State of ~~North Carolina~~ OHIO
My Commission Expires: 12/1/2021

AFFIDAVIT OF OWNERSHIP: EXHIBIT A – LEGAL DESCRIPTION

Application #: 2021.002 Submittal Date: 5-3-21

Insert legal description below.

AS SURVEYED
LEGAL DESCRIPTION

TRACT 1 LEGAL DESCRIPTION (PIN NO. 0712949922) JOEL BOND AND CHRISTIANE BOND

BEGINNING AT A NEW IRON PIPE LOCATED ON THE SOUTHERN RIGHT OF WAY OF US HWY 64 AND HAVING NORTH CAROLINA GRID COORDINATES (NAD83, 2011), N: 725,205.14', E: 2,019,726.21'; SAID IRON PIPE ALSO BEING THE NORTHWEST CORNER OF THAT PARCEL OF LAND OWNED BY DEANNAS DOWRY, LLC, DEED BOOK 13139, PAGE 920 AND BOOK OF MAPS 2004, PAGE 1409, WAKE COUNTY REGISTRY. THENCE LEAVING SAID RIGHT OF WAY, SOUTH 43°21'40" EAST, 185.73' TO AN EXISTING IRON PIPE, SAID PIPE BEING THE TRUE POINT AND PLACE OF BEGINNING, THENCE NORTH 82°57'52" EAST, 200.03' TO AN EXISTING IRON PIPE, THENCE SOUTH 00°42'10" WEST, 199.45' TO AN EXISTING IRON PIPE, THENCE SOUTH 82°49'09" WEST, 199.93' TO AN EXISTING IRON PIPE, THENCE NORTH 00°39'15" EAST, 199.94' TO AN EXISTING IRON PIPE, THE TRUE POINT AND PLACE OF BEGINNING AND CONTAINING AN AREA OF 0.908 ACRES (39,567 SF), MORE OR LESS.

TRACT 2 LEGAL DESCRIPTION (PIN NO. 0722040381) DEANNAS DOWRY, LLC

BEGINNING AT A NEW IRON PIPE LOCATED ON THE SOUTHERN RIGHT OF WAY OF US HWY 64 AND HAVING NORTH CAROLINA GRID COORDINATES (NAD83, 2011), N: 725,205.14', E: 2,019,726.21'; SAID IRON PIPE ALSO BEING THE NORTHWEST CORNER OF THAT PARCEL OF LAND OWNED BY DEANNAS DOWRY, LLC, DEED BOOK 13139, PAGE 920 AND BOOK OF MAPS 2004, PAGE 1409, WAKE COUNTY REGISTRY. THENCE NORTH 82°58'49" EAST, 828.63' TO A NEW IRON PIPE, THENCE SOUTH 01°36'41" WEST, 79.80' TO AN EXISTING IRON PIPE, THENCE SOUTH 01°36'41" WEST, 893.94' TO AN EXISTING IRON PIPE, THENCE SOUTH 01°57'07" WEST, 417.11' TO AN EXISTING IRON PIPE, THENCE SOUTH 01°41'50" WEST, 1,184.25' TO AN EXISTING IRON PIPE, THENCE NORTH 88°22'09" WEST, 96.90' TO AN EXISTING IRON PIPE, THENCE NORTH 88°06'17" WEST, 329.76' TO AN EXISTING IRON PIPE, THENCE NORTH 88°07'13" WEST, 346.86' TO AN EXISTING IRON PIPE, THENCE NORTH 00°38'28" EAST, 1,431.61' TO AN EXISTING IRON PIPE, THENCE NORTH 00°35'23" EAST, 74.24' TO AN EXISTING IRON PIPE, THENCE NORTH 00°39'29" EAST, 186.13' TO AN EXISTING IRON PIPE, THENCE NORTH 00°38'23" EAST, 755.82' TO A NEW IRON PIPE, BEING THE POINT AND PLACE OF BEGINNING AND CONTAINING AN AREA OF 45.963 ACRES (2,002,141 SF), MORE OR LESS.

TRACT 3 LEGAL DESCRIPTION (PIN NO. 0722037373) JOHN WILLIAM LONG AND FAYE C. LONG

BEGINNING AT AN EXISTING IRON PIPE LOCATED ON THE WESTERN RIGHT OF WAY OF THE AMERICAN TOBACCO TRAIL AND HAVING NORTH CAROLINA GRID COORDINATES (NAD83, 2011), N: 722,806.09', E: 2,021,093.03'; SAID IRON PIPE ALSO BEING THE NORTHEAST CORNER OF THAT PARCEL OF LAND OWNED BY MARTHA S. CLEMENT, DEED BOOK 2819, PAGE 423 AND BOOK OF MAPS 1980, PAGE 239, WAKE COUNTY REGISTRY. THENCE SOUTH 83°14'18" WEST, 625.41' TO AN EXISTING IRON PIPE, THENCE NORTH 01°41'50" EAST, 1,184.25' TO AN EXISTING IRON PIPE, THENCE SOUTH 88°56'40" EAST, 508.89' TO AN EXISTING IRON PIPE, THENCE SOUTH 04°52'38" EAST, 747.81' TO A POINT, THENCE SOUTH 04°32'44" EAST, 99.12' TO A POINT, THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 2,814.96', AN ARC LENGTH OF 256.96', AND A CHORD BEARING AND DISTANCE OF SOUTH 01°16'55" EAST, 256.87' TO AN EXISTING IRON PIPE, BEING THE POINT AND PLACE OF BEGINNING AND CONTAINING AN AREA OF 15.000 ACRES (653,417 SF), MORE OR LESS.

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.

December 2, 2020
Date

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

3609 and 3601 US 64 HWY W, 0 Olive Chapel Rd (Address(es)) PIN 0712949922,0722040381,0722037373 (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
☑	Rezoning (including Planned Unit Development)	Town Council
☐	Major Site Plan	Town Council (QJPH*)
☐	Special Use Permit	Town Council (QJPH*)
☐	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 proposed rezoning is a PUD that includes a Village Center with a variety of nonresidential uses along with mulit-family and single-family uses. The request complies with the 2045 Land Use Plan Map.

Estimated submittal date: January 4, 2021

MEETING INFORMATION:

Property Owner(s) name(s):	Long, Dowry, Bond
Applicant(s):	GCI Acquisitions LLC
Contact information (email/phone):	Glenda Toppe, glenda@gstplanning.com, 919-605-7390
Electronic Meeting invitation/call in info:	If you are interested in attending the meeting,contact Ryan Linker by email by 5:00 PM on Tuesday, December 15. His email is rlinker@goldbergcompanies.com.
Date of meeting**:	Wednesday, December 16, 2020
Time of meeting**:	5:30 pm - 7:30 pm

MEETING AGENDA TIMES:
Welcome: 5:30 pm Project Presentation: 5:40 pm Question & Answer: 5:40pm-7:30pm

**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.

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: Legacy Zoning: PUD CZ

Location: 3609 and 3601 US 64 HWY W, and 0 Olive Chapel Road

Property PIN(s): 0712949922,0722040381,0722037373 Acreage/Square Feet: 60.97 acres

Property Owner: Bond, Dowry, Long

Address: 3609 US 64 W, 4000 Green Level West Rd., 314 NC Highway 751

City: Apex State: NC Zip: 27523

Phone: Email:

Developer: GCI Acquisitions LLC

Address: 25101 Chagrin Blvd. Suite #300

City: Beachwood State: Ohio Zip: 44122

Phone: 216.831.6100 Fax: 216.831.2745 Email: rlinker@goldbergcompanies.com

Engineer: Ed Tang, PE

Address: 115 MacKenan Drive

City: Cary State: NC Zip: 27511

Phone: 919.238.0338 Fax: Email: etang@withersravenel.com

Builder (if known): GCI Acquisitions LLC

Address: 25101 Chagrin Blvd. Suite #300

City: Beachwood State: Ohio Zip: 44122

Phone: 919.238.0338 Fax: 216.831.2745 Email: rlinker@goldbergcompanies.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, Environmental Engineering Manager (Stormwater, Sedimentation & Erosion Control) Stan Fortier, Senior Engineer (Stormwater, Sedimentation & Erosion Control) James Gregg, Utility Engineering Manager (Water & Sewer)	(919) 249-3537 (919) 249-1166 (919) 249-3324
Electric Utilities Division Rodney Smith, Electric Technical Services Manager	(919) 249-3342

Providing Input to Town Council:

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

Private Agreements and Easement Negotiation:

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

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

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

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

Documentation:

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

COMMON CONSTRUCTION ISSUES & WHO TO CALL

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

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

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

Construction Traffic: James Misciagno 919-372-7470

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

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

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

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

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

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

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

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

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

Dust: James Misciagno 919-372-7470

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

Trash: James Misciagno 919-372-7470

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

Temporary Sediment Basins: James Misciagno 919-372-7470

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

Stormwater Control Measures: Jessica Bolin 919-249-3537

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

Electric Utility Installation: Rodney Smith 919-249-3342

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

ELECTRONIC NEIGHBORHOOD MEETING ATTENDANCE SHEET

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

Meeting Format: Electronic virtual meeting

Date of meeting: Dec. 16, 2020 Time of meeting: 5:30 pm-7:30 pm

Property Owner(s) name(s): Bond, Dowry, Long

Applicant(s): GCI Acquisitions LLC rlinker@goldbergcompanies.com

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

	NAME/ORGANIZATION	ADDRESS	PHONE #	EMAIL	SEND PLANS & UPDATES
1.	Joel & Cristiane Bond	3606 US HWWY 64 W Apex	[redacted]		Yes
2.	John & Faye Long	314 NC HWY 751 Apex			
3.					
4.	Edward "Brad" Bradshaw	500 New Hill-Olive Chapel Rd			
5.	Kip Clement				Yes
6.	Chris Goodwin	1453 Tody Goodwin Rd			
7.	Jim Clark	115 MacKenan Drive Cary			
8.	Ryan Linker	25101 Chagrin Blvd Beachwood OH			
9.	Travis Fluitt	421 Fayetteville St Ste 600 Ral.			
10.	Ian Stuart	25101 Chagrin Blvd Beachwood OH			
11.	Glenda Toppe	4139 Gardenlake Drive Ral			
12.	Charles Zevenhuizen	Barker Realty			
13.	Evan Vlaeminck	2510Chagrin Blvd BeachwoodOH			
14.					

Use additional sheets, if necessary.

SUMMARY OF DISCUSSION FROM THE ELECTRONIC NEIGHBORHOOD MEETING

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

Property Owner(s) name(s): Bond, Dowry, Long

Applicant(s): GCI Acquisitions LLC

Contact information (email/phone): Glenda S. Toppe glenda@gstplanning.com 919-605-7390

Meeting Format: Electronic virtual meeting

Date of meeting: Dec. 16, 2020 Time of meeting: 5:30 pm - 7:30 pm

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

Question/Concern #1:
Are the arrows shown connection points. Property owner immediately to the south of the project.

Applicant's Response:
Yes, the dashed lines are potential roads.Not approved yet. Any road would would be extended to your property line, but not further. Then if you choose to develop your property, the road could continue in the future.

Question/Concern #2:
Resident asked if there will be a greenway connection to the American Tobacco Trail.

Applicant's Response:
The Town's Greenway Plan envisions a connection to the American Tobacco Trail, but the specifics have not been determined. Glenda Toppe offered to send a copy of the Master Plan and suggested Angela Reincke.

Question/Concern #3:
There was a question about the type of buffer required along the southern property line.

Applicant's Response:

Question/Concern #4:

Applicant's Response:

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

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

I, Glenda Tapp, do hereby declare as follows:
Print Name

1. I have conducted an Electronic Neighborhood Meeting for the proposed Rezoning, Major Site Plan, Residential Master Subdivision Plan, or Special Use Permit in accordance with UDO Sec. 2.2.7 *Neighborhood Meeting*.

2. The meeting invitations were mailed to the Apex Planning Department, all property owners within 300 feet of the subject property and any neighborhood association that represents citizens in the area via first class mail a minimum of 10 days in advance of the Electronic Neighborhood Meeting.

3. The meeting was conducted via Electronic virtual (indicate format of meeting) on Dec. 16, 2020 (date) from 5:30 pm (start time) to 7:30 pm (end time).

4. I have included the mailing list, meeting invitation, attendance sheet issue/response summary, and zoning map/reduced plans with the application.

5. I have prepared these materials in good faith and to the best of my ability.

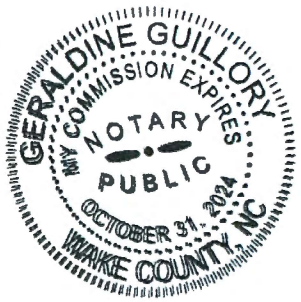
4/29/2021
Date

By: Glenda A. Tapp

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Geraldine Guillory, a Notary Public for the above State and County, on this the 29 day of April, 20 21.

SEAL



Geraldine Guillory
Notary Public

Geraldine Guillory
Print Name

My Commission Expires: 10-31-2024

GLENDA S. TOPPE & ASSOCIATES
LAND PLANNING, ZONING & ENTITLEMENT CONSULTANTS

December 2, 2020

Dear Property Owner,

The purpose of this letter is to invite you to a neighborhood meeting to discuss a rezoning in Apex. Attached you will find a vicinity map of the property. The name the development is Legacy Apex. The size of the project is approximately 60.97acres. The current zoning is Rural Residential (RR Apex) and Residential-80 Watershed (R-80 W Wake County). The portion of the property located in Wake County will need to be annexed. The proposed zoning is Planned Unit Development Conditional Zoning (PUD-CZ).

The properties are located at 3609 US 64 HWY W, 3601 US 64 HWY W, and 0 Olive Chapel Road. The accompanying PINS are 0712949922, 0722040381, and 0722037373.

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. The proposed development includes a Village Center which will include a mix of non-residential uses, along with multi-family and single-family uses. The request complies with the adopted Apex 2045 Land Use Plan Map.

The applicant is GCI Acquisitions LLC. We are estimating a submittal date for the rezoning of January 4, 2021.

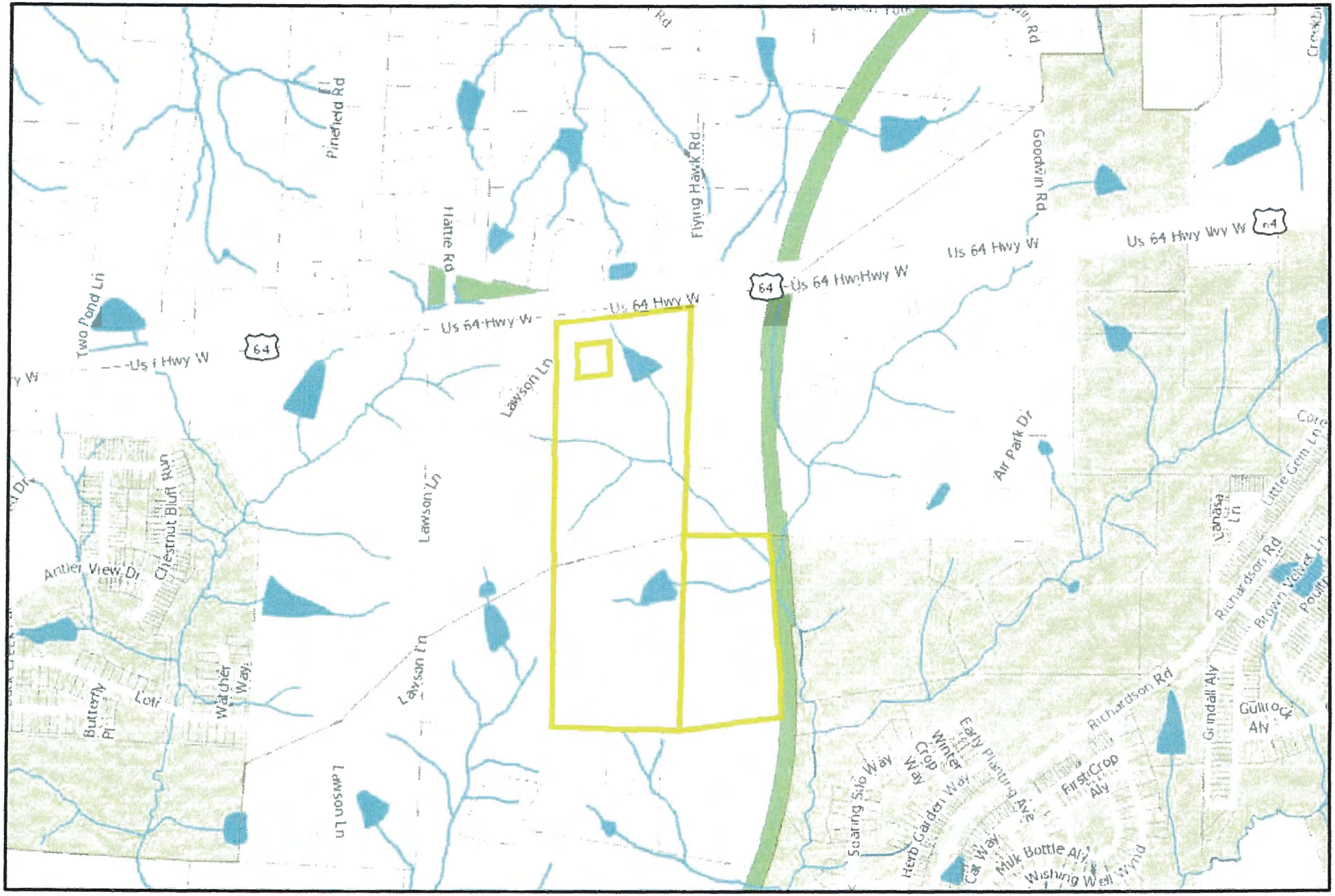
Due to Covid19 Virus, we will be holding a virtual meeting. **The date for the virtual meeting is Wednesday, December 16, 2020 from 5:30 pm - 7:30 pm.**

If you are interested in attending the virtual meeting, please send Ryan Linker with GCI Acquisitions an email by **Tuesday at 5:00 pm on December 15** requesting a meeting invite. Upon request, Ryan will send you a link for a virtual meeting held either on Zoom or Microsoft Teams. Ryan's email address is: rlinker@goldbergcompanies.com.

If you have any questions, please call or email Glenda Toppe.

Thank you.

Glenda Toppe, AICP
Glenda S. Toppe & Associates
glenda@gstplaning.com
919-605-7390



Bond, Long and Dowry Vicinity Map

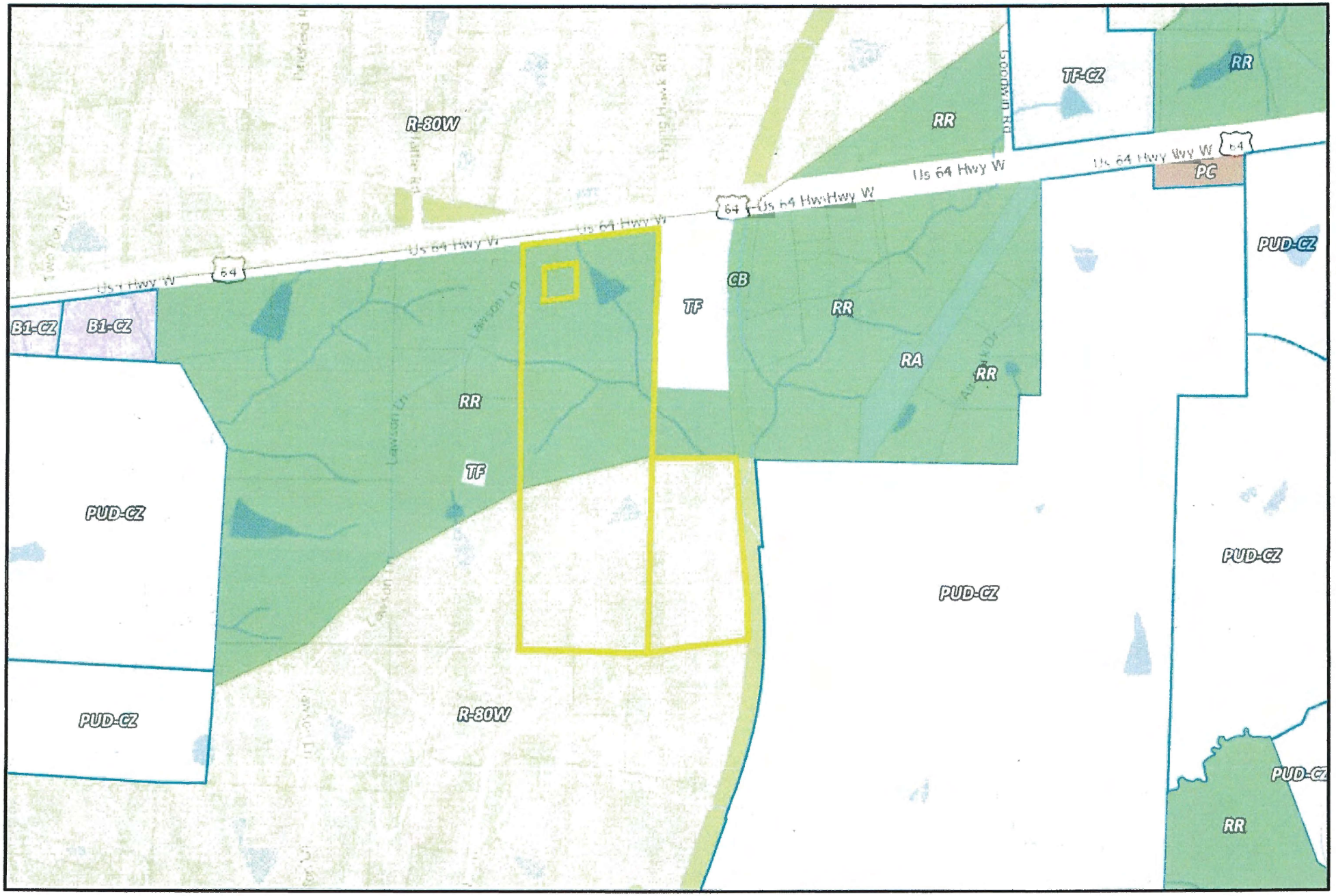
N

0 425 850 1,700 ft

1 inch = 800 feet

Disclaimer

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



Zoning: Apex RR; Wake Co. R-80 W

N

0 425 850 1,700 ft

1 inch = 800 feet

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GCI Apex Site

CONCEPTUAL PUD PLAN

N

0 425 850 1,700 ft

1 inch = 800 feet

Disclaimer

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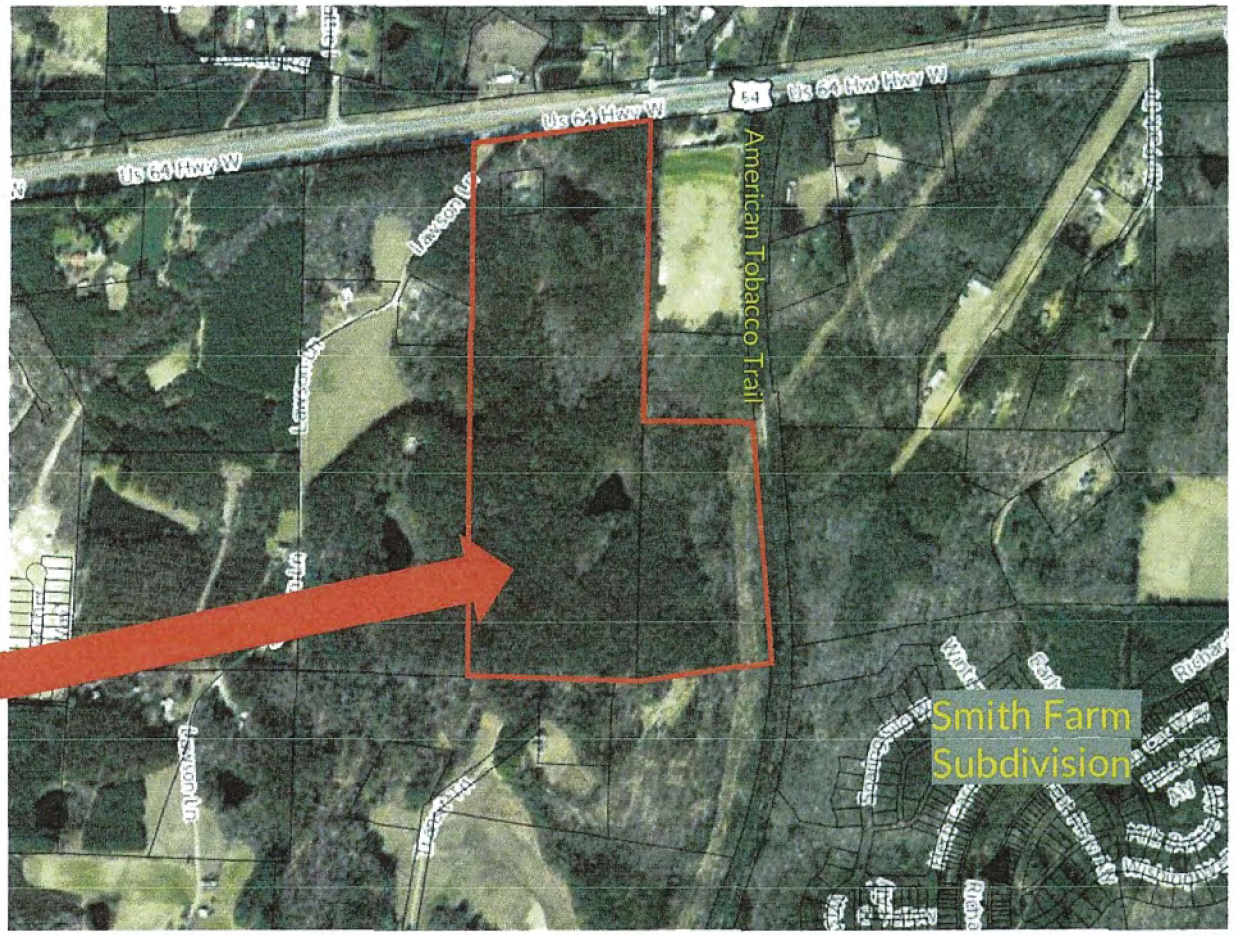
PRELIMINARY AND SUBJECT TO CHANGE

Site Location

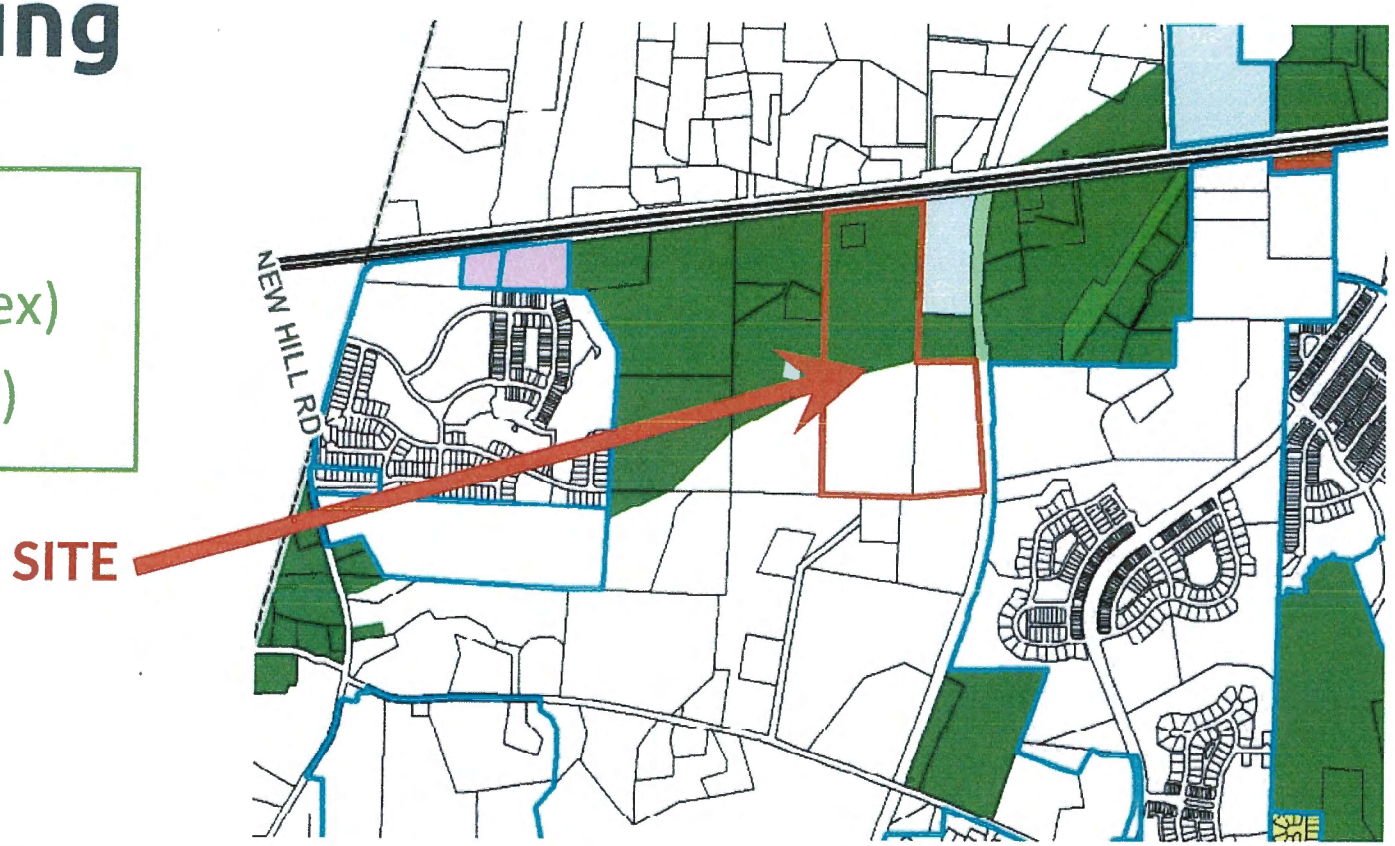
Rezoning Area
61 acres



Existing Zoning

Base Zoning:

- Rural Residential (Apex)
- R-80W (Wake County)

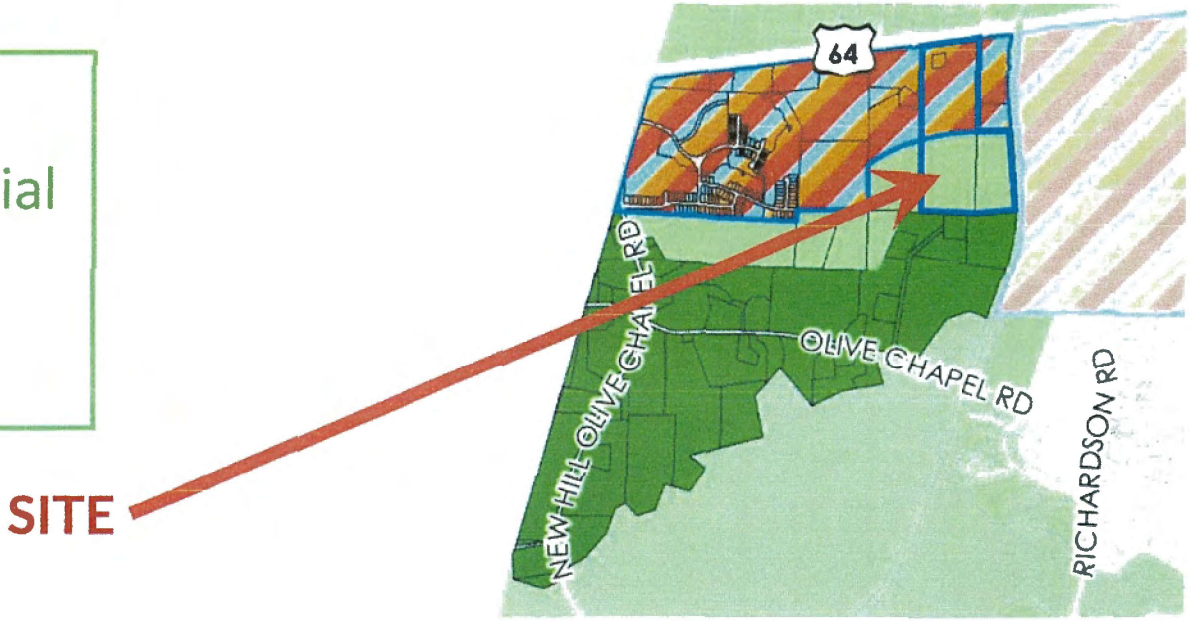


Town of Apex
Future Land Use Map

Destination Center

- Low/High Density Residential
- Office Employment
- Commercial Services

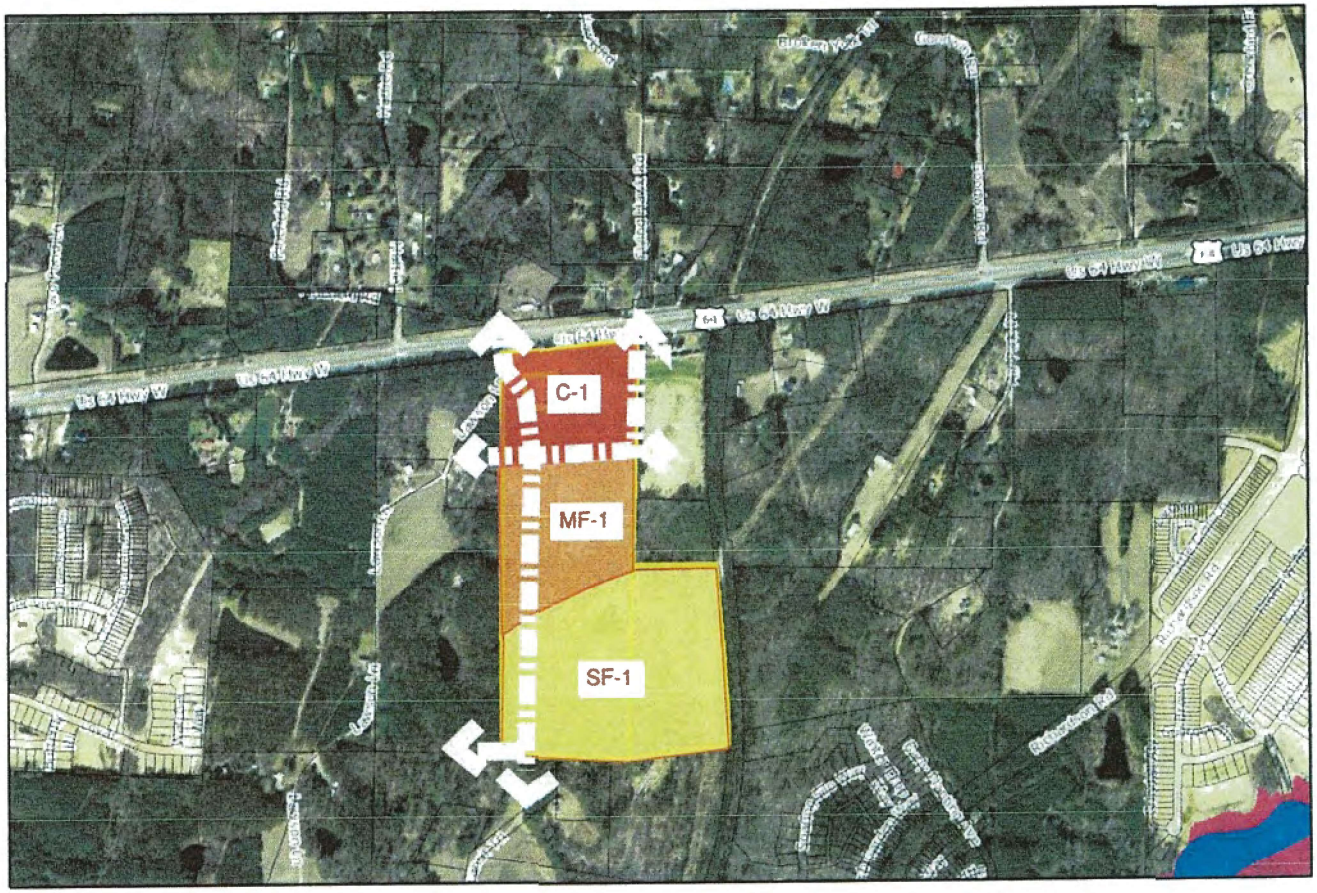
2045 Land Use Map:



Plan Unit Development (PUD)

Legend:

- C-1: Commercial
- MF-1: Multi-Family
- SF-1: Single Family/ Townhomes/Duplex



GCI Apex Site

CONCEPTUAL PUD PLAN

Disclaimer
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PRELIMINARY AND SUBJECT TO CHANGE

ELEVATION STUDY: ARCHITECTURAL STYLING DETAILS

SCALE: 1/8"=1'-0"

NOTE: THESE ARE ILLUSTRATIVE ONLY AND ACTUAL BUILDING ELEVATIONS FOR THE SINGLE FAMILY DETACHED PRODUCT MAY VARY BASED ON END USER BUT WILL COMPLY WITH THE ARCHITECTURAL SECTION OF THE PUD.

WithersRavenel
Engineers | Planners | Surveyors

GCI- LEGACY PUD
Apex, North Carolina

ILLUSTRATIVE ELEVATIONS

Job No 02200685 | Drawn By WR
Date 05/03/2021 | Designer WR

PRELIMINARY
NOT APPROVED FOR CONSTRUCTION

Revisions

Sheet No
A1.0

GCI PLANNED UNIT DEVELOPMENT

LEGACY

A PLANNED UNIT DEVELOPMENT

APEX, NORTH CAROLINA

DATE: AUGUST 30, 2021

Applicant:
GCI Acquisitions, LLC
25101 Chagrin Blvd. Suite #300
Beachwood, Ohio 44122

Consultants:

Glenda S. Toppe & Associates
WithersRavenel
Kimley-Horn

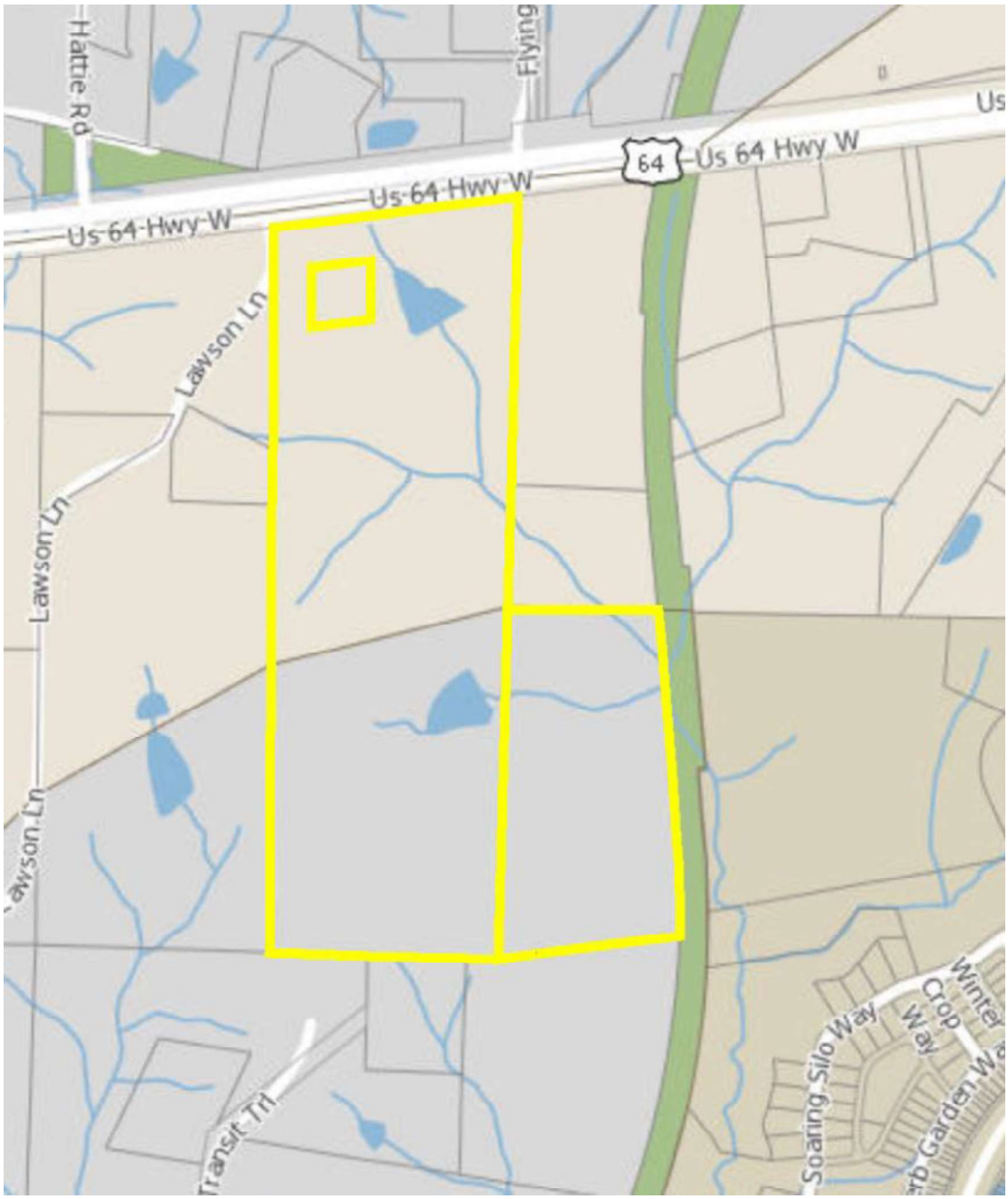
Legacy PUD

Section 1: Table of Contents

Section 1: Table of Contents
Section 2: Vicinity Map
Section 3: Project Data
Section 4: Purpose Statement
Section 5: Permitted Uses
Section 6: Design Controls
Section 7: Architectural Standards
Section 8: Parking, Loading and Sidewalk
Section 9: RCA
Section 10: Signage
Section 11: Public Facilities
Section 12: Natural Resources and Environmental Data
Section 13: Stormwater Management
Section 14: Parks and Recreation
Section 15: Transportation Improvements
Section 16: EAB
Section !7: Affordable Housing
Section 18: Consistency with 2045 Land Use Plan Map
Section 19: Compliance with Unified Development Ordinance (UDO)
Section 20: Elevations

Legacy PUD

Section 2: Vicinity Map



Legacy PUD

Section 3: Project Data

Prepared By:

Planner
Glenda Toppe, AICP
Glenda S. Toppe & Associates
4139 Gardenlake Drive
Raleigh, North Carolina 27612
919-605-7390
glenda@gstplanning.com

Engineer
Ed Tang, P.E.
WithersRavenel
115 Mackenan Drive
Cary, North Carolina 27511
919-238-0338
etang@withersravenel.com

Traffic Engineer
Travis Fluitt, P.E.
Kimley-Horn
421 Fayetteville Street, Suite 600
Raleigh, North Carolina 27601
919-653-2948
travis.fluitt@kimley-horn.com

Applicant
GCI Acquisitions, LLC
25101 Chagrin Blvd. Suite #300
Beachwood, Ohio 44122

Designated Contact
Glenda Toppe

Current Zoning:	Rural Residential (RR) Residential-80 Watershed (R-80W Wake County)
Proposed Rezoning:	Planned Unit Development - Conditional Zoning (PUD-CZ)
Existing 2045 LUM Designation:	Mixed Use: Commercial Services, Office & Institutional, and High-Density Residential Low Density Residential
Proposed 2045 LUM Designation:	Mixed Use: Commercial Services, Office & Institutional, and High-Density Residential Low Density Residential
Overall Project Area:	+/- 61 Acres
Area within Mixed Use Village Center	29.29 +/- acres (We are providing 5.66 acres/29.29 acres =19.3% if you don't add Tee2Green.)
Area Designated as Low Density Residential	31.68 +/- acres

Legacy PUD

Section 4: Purpose Statement

Purpose Statement explains how this project meets the standards found for Planned Unit Developments (PUD) in Sec. 2.3.4 of the UDO.

Legacy is a proposed mixed use development consisting of nonresidential, multi-family and low density residential development. The property is located south of US 64 HWY W. The American Tobacco Trail is to the east as is the Smith Farm subdivision. Deer Creek PUD is approximately one mile to the west. The PUD consists of the three (3) parcels. The current zoning is Rural Residential in Apex and Residential-80W in Wake County. The total acreage is approximately 61 acres. The proposed 2045 Land Use Map designation is Mixed Use to the north, which includes Commercial Services, Office Employment, and High Density Residential. The south portion of the site is designated as Low Density Residential. The proposed zoning classification is PUD CZ.

The purpose of the proposed PUD is to provide a high-quality development that is compatible with the character of the surrounding area and complies with the 2045 Land Use Map. The proposed development includes streetscapes and buffers. The planned detached single-family homes provide the appropriate transition from the higher density residential uses to the north to the lower densities to the south. The design protects the environmentally sensitive areas on the property and establishes Resource and Conservation areas in accordance with the Town's requirements. The proposed PUD will meet or exceed all other requirements of the Apex Transportation Plan and the Town of Apex.

The proposed new development is intended to provide an area for nonresidential development that will be combined with the nonresidential development planned for the property on our eastern property boundary. This area will satisfy the requirements for the commercial and office development portion of the Land Use Map. The proposed plan then transitions to high density residential. After the high density residential, the proposed use is low density residential as per the 2045 Land Use Plan Map. Potential uses include detached residential, townhouses, and school.

An amendment to the Town's Transportation Plan is proposed to add a major collector street to the Plan.

The type of development planned is appropriate at this location. The proposed development is intended to provide a community that is configured on the property in a way that integrates the new development into the existing area. Sidewalks, integrated into the community will provide for pedestrian connectivity along the proposed street network, ensuring that the development plan provides for a safe and attractive pedestrian network. The community will have both nonresidential and residential development. By incorporating of a mixture of multi-family unit sizes and the potential for single family for sale, the PUD will offer a variety of housing options for people who want to live in this community. The PUD takes into account the environmental features of the property. The proposed PUD will maintain the architectural integrity consistent with Town of Apex standards and will complement the vision Apex has memorialized in their "Advance Apex" long range plan. The planned community will enhance adjoining property values by offering a high-quality development that will complement and anchor future development in the surrounding area.

Section 5: Permitted Uses

The table below lists the uses that are allowed in the proposed PUD. The list of uses will provide the opportunity for the proposed development to have flexibility in the ultimate build out of the project. Uses are subject to the limitations and regulations stated in the UDO.

Non-Residential uses listed in MF-1 are only permitted on the first floor of vertical mixed use buildings. Apartments and Condominiums are permitted on the upper floors of vertical mixed use buildings in either the MF-1 or C-1 areas.

Legacy PUD

Uses	SF-1	MF-1	C-1
Residential Uses			
Accessory apartment	P	P	
Single-Family	P		
Townhouse	P*	P	
Duplex	P*	P	
Multi-family or apartment**		P	P
Triplex or quadplex	P*	P	
Public & Civic Uses			
Ambulatory Health-care Facility with Emergency Dept.			P
Assembly Hall, nonprofit	P		P
Assembly Hall, for profit	P		P
Church, or place of worship	P/S		P/S
Day Care Facility	P		P
Drop-in or short-term day care	P		P
Government service			P
Hospital			P
School, public or private	P		P
Veterinary clinic or hospital			P
Vocational school			P
Utilities			
Communication tower, commercial	S	S	S
Communication tower, constructed stealth	S	S	S
Communication tower, camouflage stealth	S	S	S
Communication tower, public safety	S	S	S
Utility, Minor	P	P	P
Wireless support structure	P	P	P

Wireless communication facility	P	P	P
Recreational Uses			
Botanical garden		P	P
Entertainment, indoor			P
Greenway	P	P	P
Park, active	P	P	P
Park, passive	P	P	P
Recreation facility, private	P	P	
Food & Beverage Service			
Restaurant, drive through			P
Restaurant, general		P	P
Office & Research			
Medical or dental office or clinic		P	P
Medical or dental laboratory		P	P
Office, business or professional		P	P
Public Accommodations			
Bed & breakfast			P
Hotel or motel			P
Retail Sales & Service			
Artisan studio			P
Barber and beauty shop			P
Bookstore			P
Convenience store w/gas sales			P
Dry cleaners and laundry service			P
Farmer's market			P
Financial institution			P
Floral shop			P
Gas & fuel, retail			P
Grocery, general/specialty			P
Health/fitness center or spa			P

Kennel			P
Personal service			P
Pharmacy			P
Real estate sales			P
Retail sales, general			P
Studio for art			P
Tailor shop			P
Pet services			P

P = Permitted Uses

S = Special Use Permit

* = may only take up a portion of the SF area. Per the 2045 LUM, they may only be constructed in conjunction with SF homes.

** = Vertical mixed use may be an option for Multifamily or condominiums.

Section 6: Design Controls

When each phase of the development is platted, the following note shall be added to the plat:

> AVIGATION NOTICE: Deck Air Park, an active, general aviation airport open to the public, is located near this subdivisión, and the flight paths of aircraft landing, taking off, and flying nearby pass directly over this subdivisión. The lots show non this plat Will be subject to the impacts of the aviation uses being conducted to, from, at, and nearby Deck Air Park for so long as that airport may continue to be used.

RESIDENTIAL

Single Family Area: Single-family, Townhomes, Duplexes, Triplexes, and Quadplexes:

Acreage: Approximately 31.68 acres

Maximum Number of Units: 75

Maximum Density: 2.4 units/acre

Single Family:

Minimum Lot Width: 50 feet

Maximum Building Height: 45 feet

Public/Civic Uses: 65 feet

Communications Towers/Wireless facilities: 200 feet.

Building Setbacks:

Front: 10 feet to front façade; 20 feet from sidewalk to garage door.

Side: 5 feet

Rear: 15 feet

Corner: 10 feet

Porch, patio, deck and other accessary structures may encroach into the prescribed setbacks as allowed by the existing Town of Apex UDO.

Townhomes, Duplexes, Triplexes and Quadplexes:

Minimum Lot Width: 20 feet

Maximum Building Height: 45 feet

Building Setbacks:

Front: 10 feet to front façade

20 feet from sidewalk to garage door

Side: Aggregate 8 feet between buildings

Rear: 15 feet

Corner End Unit: 10 feet

Multi-Family: Apartments and/or Condominiums

Acreage: Approximately 23.63 acres

Maximum Number of Units: 400

Maximum Height: 55 feet

Building setback: 10 feet from property line, public right-of-way, or riparian and perimeter buffers

NON-RESIDENTIAL

Area: Approximately 5.66 acres

Square Footage: The maximum commercial is 27,500 square feet

Maximum Height:

Hotels: 75 feet

Public/Civic Uses: 65 feet

Communications Towers/Wireless facilities: 200 feet.

All Other Uses: 50 feet

Building setbacks: 10 feet from property lines, perimeter buffers or riparian buffers

BUFFERS/STREETSCAPES/LANDSCAPING

Perimeter Buffers:

Southern buffer: 20-foot Type B buffer

Eastern buffer: 50-foot Type A buffer adjacent to ATT

Western buffer: 20-foot Type B buffer

Streetscapes:

US HWY 64 W: 50-foot Type A buffer (measured from the ultimate right-of-way)*

The development will meet the UDO Sec. 8.2.6.B.5.f.ii requirements to reduce from a 100-

foot Type A buffer.

Major Collector Street: 30 feet Type D (Along the MF-1 frontage)

10 feet Type A (Along the SF-1 frontage)

Section 7: Architectural Standards

Architectural standards are important to the Town of Apex. The Town and its citizens expect quality development. This PUD provides standards for both residential and nonresidential development.

Single-Family:

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 design.
3. Garage doors shall have windows, decorative details or carriage-style adornments on them.
4. The garage shall not protrude more than 1' out from the front façade or front porch.
5. Eaves shall project at least 12 inches from the wall of the structure.
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:
   a) Windows
   b) Bay window
   c) Recessed window
   d) Decorative window
   e) Trim around the windows
   f) Wrap around porch or side porch
   g) Two or more building materials
   h) Decorative brick/stone
   i) Decorative trim
   j) Decorative shake
   k) Decorative air vents on gable
   l) Decorative gable
   m) Decorative cornice
   n) Column
   o) Portico
   p) Balcony
   q) Dormer
7. A varied color palette shall be utilized on homes throughout the subdivision to include a minimum of three color families for siding and shall include varied trim, shutter, and accent colors complementing the siding color.
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. No more than 25% of lots may be accessed with J-driveways. There shall be no more than 3 such homes in a row on any single block. Any lots eligible for a J-driveway home shall be identified on the Final Plat.
12. All single-family homes shall be pre-configured with conduit for a solar energy system.

13. Homeowner Association covenants shall not restrict the construction of accessory dwelling units.

Townhomes, Duplexes, Triplexes, Quadplexes:

1. Vinyl siding is not permitted; however, vinyl windows, decorative elements and trim are permitted.
2. The roofline cannot be a single mass; it must be broken up horizontally and vertically between every unit.
3. Garage doors must have windows, decorative details or carriage-style adornments on them.
4. House entrances for units with front-facing single-car garages shall have a prominent covered porch/stoop area leading to the front door.
5. The garage cannot protrude more than 1 foot out from the front façade or front porch.
6. Building facades shall have horizontal relief achieved by the use of recesses and projections.
7. A varied color palette shall be utilized on homes throughout the subdivision to include a minimum of three color families for siding and shall include varied trim, shutter, and accent colors complementing the siding color.
8. The rear and side elevations of the units that can be seen from the right-of-way shall have trim around the windows.
9. The visible side of a townhome on a corner lot facing the public street shall contain at least 3 decorative elements such as, but not limited to, the following elements:
    a. Windows
    b. Bay window
    c. Recessed window
    d. Decorative window
    e. Trim around the windows
    f. Wrap around porch or side porch
    g. Two or more building materials
    h. Decorative brick/stone
    i. Decorative trim
    j. Decorative shake
    k. Decorative air vents on gable
    l. Decorative gable
    m. Decorative cornice
    n. Column
    o. Portico
    p. Balcony
    q. Dormer

Multi-Family: Apartments

1. Vinyl siding is not permitted; however, vinyl windows, decorative elements and trim are permitted.
2. Siding materials shall be varied in type and/or color on 30% of each facade on each building.
3. Windows must vary in size and/or type.
4. Windows that are not recessed must be trimmed.
5. Recesses and projections shall be provided for at least 50% of each facade on each building.
6. Rooflines cannot be a single mass; they must be varied with the use of gables or parapets.

Non-Residential:

1. The predominant exterior building materials shall be high quality materials, including brick, glass, native stone, precast concrete, and decorative masonry units.
2. Cut off lighting fixtures and side shields on the sides where the property is adjacent to residential zoning shall only be allowed.
3. EIFS cornices and parapet trim are permitted.
4. EIFS or synthetic stucco shall not be used in the first four feet above grade and shall be limited to only 25% of each building facade.
5. Prohibited materials include:
    a. Vinyl siding. Vinyl details and trim are permitted.
    b. Painted, smooth faced concrete block
    c. Metal Walls. Decorative metal accents and panels may be accepted.
6. Exterior lighting shall not exceed a color temperature of 3,500K and meet UDO requirements for full cut off lights.
7. A solar PV system shall be incorporated into buildings to be constructed on the property. Such PV systems shall have a capacity of not less than 2 KW/1,000 heated square feet of building floor area.

Section 8: Parking, Loading and Sidewalk

Parking and loading shall comply with all applicable requirements of the UDO.

Sidewalks shall be provided on both sides of all public streets. The streets within apartments shall be privately owned and maintained.

Section 9: RCA and Landscaping

RCA Requirements:

Gross square footage and percent of RCA required: 18.4 acres or approximately 30% of the overall site

- (Mixed Use area = 25%)
- (Low Density residential area = 35% (assumed mass graded, if not mass graded then this area is 30%)

	Approx. Area	Ratio	RCA Area
Low Density Residential	31.68	35%	11.08
Mixed Use Area	29.29	25%	7.32
Overall Gross	60.97	30%	18.41*

**Note that the total RCA area can be provided in any combination anywhere within the PUD as long as the total area is met.*

Landscaping:

- The project shall increase biodiversity within perimeter buffers, common owned open space, and other landscape areas by providing a variety of and adaptive species for the canopy, understory

and shrub levels.

- A minimum of 75% of the species selected shall be native or a native of North Carolina.
- No invasive species shall be permitted.
- No single species of tree or shrub shall constitute more than 20% of the plant material of its type within a single development site.
- The project will plant deciduous shade trees on the southern side of buildings where applicable.
- The project will plant pollinator friendly flora that is diverse and provides blooming in succession from spring to fall.
- The project will provide and allow for undisturbed spaces (e.g. leaf piles, un-mowed fields, fallen trees) for nesting and overwintering for native pollinators and wildlife.
- Planting warm season grasses for drought resistance.
- To further illustrate the project's commitment to preserving and replacing tree canopy, at the time of first subdivision or site plan submittal the developer will provide a donation to a local non-profit organization with a mission towards tree preservation in the amount of $10,000.

Section 10: Signage

Signage will comply with all applicable requirements of the UDO.

Section 11: Public Facilities

Water and Sanitary Sewer:

All lots within the project will be served by the Town of Apex Public Water and Sewer system. Refer to sheet 3.0 of the PUD plan for conceptual connections to infrastructure within the surrounding vicinity. This project will meet the Town of Apex Master Plans for Water and Sewer.

Roadways:

Internal streets shall be designed to Town of Apex public road standards. The proposed development roadway system will be in accordance with the Apex Thoroughfare and Collector Street plan. Refer to sheet 2.0 of the PUD plan for proposed access points and planned/future connectivity. Access points are shown conceptual and will be finalized at site/subdivision plan stage. Internal streets to the multifamily area will be private streets and maintained by the apartment complex.

Section 12: Natural Resources and Environmental Data

Existing Vegetation:

The site is primarily wooded with pines and hardwoods typically found in this area. There are several small ponds on site. They will be evaluated for preservation at site or subdivision plan submission.

The existing streams on site will be assessed at site or subdivision plan submission. Any intermittent or perennial streams will have the riparian buffers and be protected in accordance with the UDO and NCDWR regulations. Existing vegetation within the buffers will remain undisturbed. To the extent practicable, the project will minimize the number of stream crossings that will provide interconnectivity of the site for emergency services and good circulation practices. The NCDWR and US Army Corps will have final permit authority on the number of crossings.

Watershed:

The site is located within Primary Watershed Protection Overlay of the Beaver Creek Basin via Reedy

Branch.

Percentage of Built Upon Area (Impervious Surface)

The maximum built-upon area shall be 70% per section 5.1 of the UDO.

Energy Efficiency:

- Per the UDO requirements, the project will include EV charging stations that are spread out on the site where feasible. The charging stations will be at least a level 2, or 40 amps.
- The exterior lighting for all multi-family and commercial buildings and parking lots will be 100% LED fixtures.
- Exterior lighting will meet UDO requirements to provide only full cut off lights.
- The project will install light timers or sensors or smart lighting technology for the multifamily units in the parking lot/outdoor lighting in the parking lot.
- All bedrooms and living rooms in multifamily units will have a window for natural lighting.

Other:

- The proposed development shall install one (1) sign to reduce pet waste per SCM, in locations that are publicly accessible, such as adjacent to amenity centers, sidewalks, greenways or side paths.
- Install a minimum of five (5) pet waste stations throughout the community.

Section 13: Stormwater Management

The proposed development plan will require stormwater management measures in accordance with Sections 6.1and 7.5.7 in the Town of Apex Unified Development Ordinance. Stormwater captured on the site will be conveyed to the proposed Stormwater Control Measures, which will be identified on plans during the major subdivision or site plan approval stage. Post development peak runoff shall not exceed pre-development peak runoff for the 24-hour, 1-year and10-year storm events in accordance with the Unified Development Ordinance. Treatment for the first 1-inch of runoff will be provided such that the removal of 85%Total Suspended Solids is achieved. All stormwater devices will meet the design requirements of NCDENR and the Town of Apex.

Section 14: Parks and Recreation

On May 26, 2021, The PRCR Committee recommended a fee-in-lieu of dedication with credit provided for construction of greenway trail that will provide an east-west connection in a similar location on the Greenway Master plan.

Section 15: Transportation Improvements

The following improvements are committed to be performed by the development:

1. Convert the intersection of US 64 at Flying Hawk Road to a directional crossover in both directions in Phase 1, prior to first certificate of occupancy (CO), serving a new major collector street intersection to the south. In addition, prior to the final CO being issued for the last apartment building but not before issuance of the building permit for the last apartment building, developer shall conduct a signal warrant analysis for the collector street half of the intersection and

install a traffic signal if permitted by NCDOT. If not permitted at that time, developer shall pay a fee in lieu for the estimated cost of design and installation.

2. Construct a new major collector street along the eastern property line to connect to US 64 at the intersection of Flying Hawk Road/directional crossover. The proposed major collector will be constructed as part of the development plan from US 64 southward through the project serving local connections to the east, west, and south. Construction of the major collector street may be phased in accordance with a phasing plan to be approved as part of site and subdivision plans.
3. Construct an eastbound right turn lane with 100 feet of storage and appropriate deceleration length and taper per NCDOT guidance on US 64 at the new major collector street in Phase 2, prior to first certificate of occupancy for the mixed-use area and/or prior to the first residential subdivision plat.
4. Construct a right-in-only driveway with 100 feet of storage and appropriate deceleration length and taper per NCDOT guidance on US 64 approximately 700-800 feet west of the major collector street, if/when that access is proposed west of the major collector street.
5. Construct a U-turn bulb at Pinefield Road in Phase 1 that can at a minimum accommodate a Bus-40 vehicle if the current geometry does not accommodate that movement.
6. Construct a U-turn bulb at Goodwin Road in Phase 1 that can at a minimum accommodate a Bus-40 vehicle if the current geometry does not accommodate the turn movement in Phase 1. In addition, prior to the final CO being issued for the last apartment building but not before issuance of the building permit for the last apartment building, developer shall conduct a signal warrant analysis for the intersection and install a traffic signal if permitted by NCDOT. If not permitted at that time, developer shall pay a fee in lieu for the estimated cost of design and installation.
7. If NCDOT has not permitted either traffic signal described above to be installed within 5 years from the date of payment of the fee in lieu, developer, upon written request to the Town of Apex, shall be entitled to a refund of the fee in lieu.

Section 16: Environmental Advisory Board Recommendations

The consultants and developer for this project met with the EAB on April 15, 2021. The EAB's recommendations are listed below.

- Install signage near environmental sensitive areas in order to:
  - Reduce pet waste near SCM drainage areas.
  - Eliminate fertilizer near SCM drainage areas.
- Plant trees as designed for efficiency.
  - *Option 1:* Plant deciduous shade trees on southern side of buildings.
- Increase biodiversity.
  - *Option 1:* Plant pollinator-friendly flora.
- Implement green infrastructure.

- *Option 4:* 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.
- *Option 5:* Provide and allow for undisturbed spaces (e.g. leaf piles, un-mowed fields, fallen trees) for nesting and overwintering for native pollinators and wildlife.

- Include landscaping that requires less irrigation and chemical use.
  - *Option 1:* Plant warm season grasses for drought-resistance.
- Install pet waste stations in neighborhoods.
- Install convenient electric vehicle charging stations.
  - Spread out charging stations as much as possible considering all sides of the property for all potential users.
- Include energy efficient lighting in building design.
  - *Option 1:* Lower maximum foot-candles outside of buildings.
- Install timers or light sensors or smart lighting technology.
- Incorporate natural lighting techniques into building design.
- Add east to west connections to existing surrounding greenways, including from the American Tobacco Trail.
- Include International Dark Sky Association compliance standards.
  - 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.
- Minimize the number of stream crossings, keeping the riparian buffer connected without barriers, as much as possible.
- Provide space for additional tree plantings by single-family residential in planning for above and underground obstructions.

Section 17: Affordable Housing

The developer shall provide a donation to the Town of Apex's Affordable Housing Fund (the "FUND") in the amount of $215.00 per residential lot or dwelling unit, payable at the time of Final Plat. Instead of a single lump sum donation, the developer may make payments based on the number of residential lots or dwelling units shown on each Final Plat.

Section 18: Consistency with 2045 Land Use Plan Map

The Apex 2045 Future Land Use Map designates the property as Mixed Use to the north, which includes Commercial Services, Office Employment and, high density residential. The southern portion of the site is designated as Low Density Residential. The uses proposed comply with the 2045 Future Land Use Map designations of Mixed Use: Commercial Services, Office Employment and High Density Residential and Low Density Residential with a maximum density of 3 dwelling units per acre. No changes to the 2045 Land Use Map are proposed.

The purpose of the proposed PUD is to provide a high-quality development that is compatible with the character of the surrounding area and complies with the 2045 Land Use Map. The planned detached single-family homes provide the appropriate transition from the higher density residential uses to the

north to the lower densities to the south. The design protects the environmentally sensitive areas on the property and establishes Resource and Conservation areas in accordance with the Town's requirements. The proposed PUD will meet or exceed all other requirements of the Apex Transportation Plan and the Town of Apex.

The mixed use development planned is appropriate at this location. The proposed development is intended to create an integrated, multi-purpose community that is designed to incorporate aspects of new and existing development in the vicinity. The Applicant expects that the planned community will enhance adjoining property values by offering a high quality development that will complement the surrounding area.

Section 19: Compliance with Unified Development (UDO)

The proposed development is consistent with all applicable requirements of the Town's Unified Development Ordinance unless otherwise specified in the PUD document.

Simultaneous with the PUD request there is also a concurrent amendment request to the Town's Transportation Plan to add the north-south major collector road.

Section 20: Elevations

Elevations provided are representative of architecture, material and building types. Final elevations submitted at Major Subdivision Plan will meet the requirements of the Architectural Controls in Section 7 of the PUD Plan.

PLANNED UNIT DEVELOPMENT

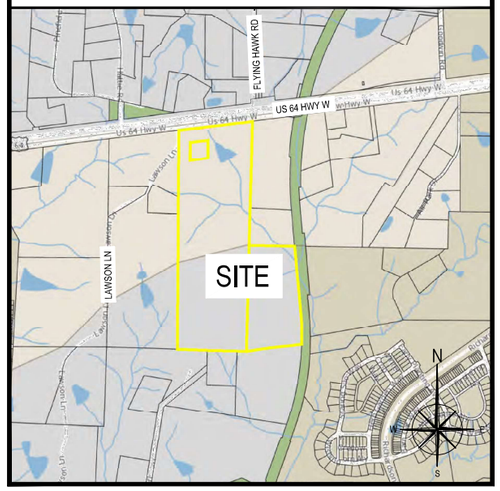
LEGACY

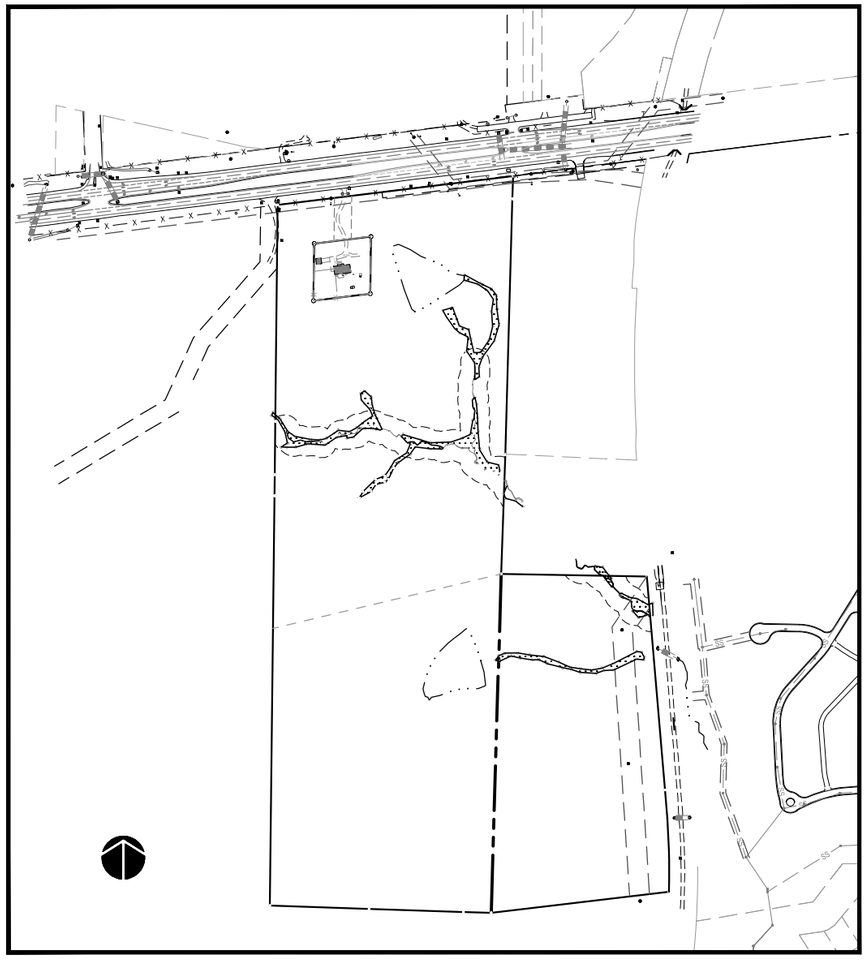
APEX, NORTH CAROLINA

AUGUST 13, 2021

PUD PLAN
FOR: LEGACY APEX
WR PROJECT NO.:0220685

VICINITY MAP
1"=800'





Sheet List Table	
Sheet Number	Sheet Title
C0.0	Cover
C1.0	Overall Existing Conditions
C1.1	Existing Conditions
C2.0	Conceptual Site Plan
C3.0	Conceptual Utility Plan
A1.0 - A1.3	Illustrative Elevations

SITE DATA					
2045 LAND USE PLAN DESIGNATION	CURRENT	MIXED USE, COMMERICAL, OFFICE AND HIGH DENSITY RESIDENTIAL			
	PROPOSED	NO CHANGE			
ZONING	CURRENT	RURAL RESIDENTIAL (RR) (R-80W)			
	PROPOSED	PLANNED UNIT DEVELOPMENT (PUD-CZ)			
AREA OF TRACTS IN PROPOSED PUD	0712-04-6922	0.91 ACRES			
	0722-03-7373	15 ACRES			
	0722-04-0381	45.06 ACRES			
	TOTAL:	60.97 ACRES			
AREA DESIGNATED AS MIXED-USE ON 2045 LAND USE MAP	26.63 ACRES + 2.66 ACRES (ADDED TO MIXED USE) = 29.29 AC				
AREA OF MIXED-USE PROPERTY PROPOSED AS NON-RESIDENTIAL DEVELOPMENT	5.66 ACRES (DOES NOT INCLUDE 10.2 ACRES OF TEE2 GREEN SITE)				
PERCENT OF MIXED-USE PROPERTY PROPOSED AS NON-RESIDENTIAL DEVELOPMENT	19.3% (DOES NOT INCLUDE TEE2/GREEN SITE)				
	40.2% (INCLUDES 10.2 ACRES OF TEE2/GREEN SITE)				
REQUESTED SEWER CAPACITY	TO BE DETERMINED				
MAXIMUM RESIDENTIAL DENSITY	MULTIFAMILY = 17 UPA, SINGLE FAMILY = 2.4 UPA				
MAXIMUM BUILDING HEIGHT	MULTIFAMILY = 55', SINGLE FAMILY, TOWNHOMES, DUPLEX, TRI AND QUAD PLEX = 45', HOTELS = 75', NON-RESIDENTIAL: 50'				
SETBACKS: SINGLE FAMILY	FRONT: 20 FT FROM GARAGE TO BACK OF SIDEWALK, 10 TO FRONT FACADE	REAR: 15 FT	SIDE: 5 FT	CORNER SIDE: 10 FT	
SETBACKS: TOWNHOMES, DUPLEXES, TRI AND QUAD PLEXES	FRONT: 10' TO FRONT FACADE, 20' FROM BACK OF SIDEWALK TO GARAGE	REAR: 15 FT	SIDE: AGGREGATE 8' BETWEEN BLDGS		
WATERSHED	JORDAN LAKE WATERSHED, PRIMARY WATERSHED PROTECTION OVERLAY				
HISTORIC STRUCTURES	N/A				
COMMUNITY AMENITIES	COMMUNITY GATHERING SPACE WITH BENCHES, TOT LOT				
SITE BUFFERS	NORTH	50' TYPE A BUFFER ALONG US 64			
	EAST	50' TYPE A BUFFER ALONG ATT			
	SOUTH	20' TYPE B BUFFER			
	WEST	20' TYPE B BUFFER			

A NEW MAJOR COLLECTOR ROAD WILL BE CONSTRUCTED BETWEEN US 64 AND THE SOUTHERN PROPERTY LINE. THE MAJOR COLLECTOR WILL SERVE AS ACCESS TO THE SOUTHERN PORTION OF THE SITE AND ALSO ULTIMATELY AS PARCELS TO THE SOUTH DEVELOP TIE INTO OLIVE CHAPEL ROAD. NO WIDENING OF US 64 IS PROPOSED.

DEVELOPER/OWNER

GOLDBERG COMPANIES, INC
25101 CHAGRIN BLVD #300
BEECHWOOD, OH 44122

ATTN: IAN STUART

PREPARED BY:

WithersRavenel
Engineers | Planners | Surveyors

115 MacKenan Drive | Cary, NC 27511 | t: 919.469.3340 | license #: C-0832 | www.withersravenel.com

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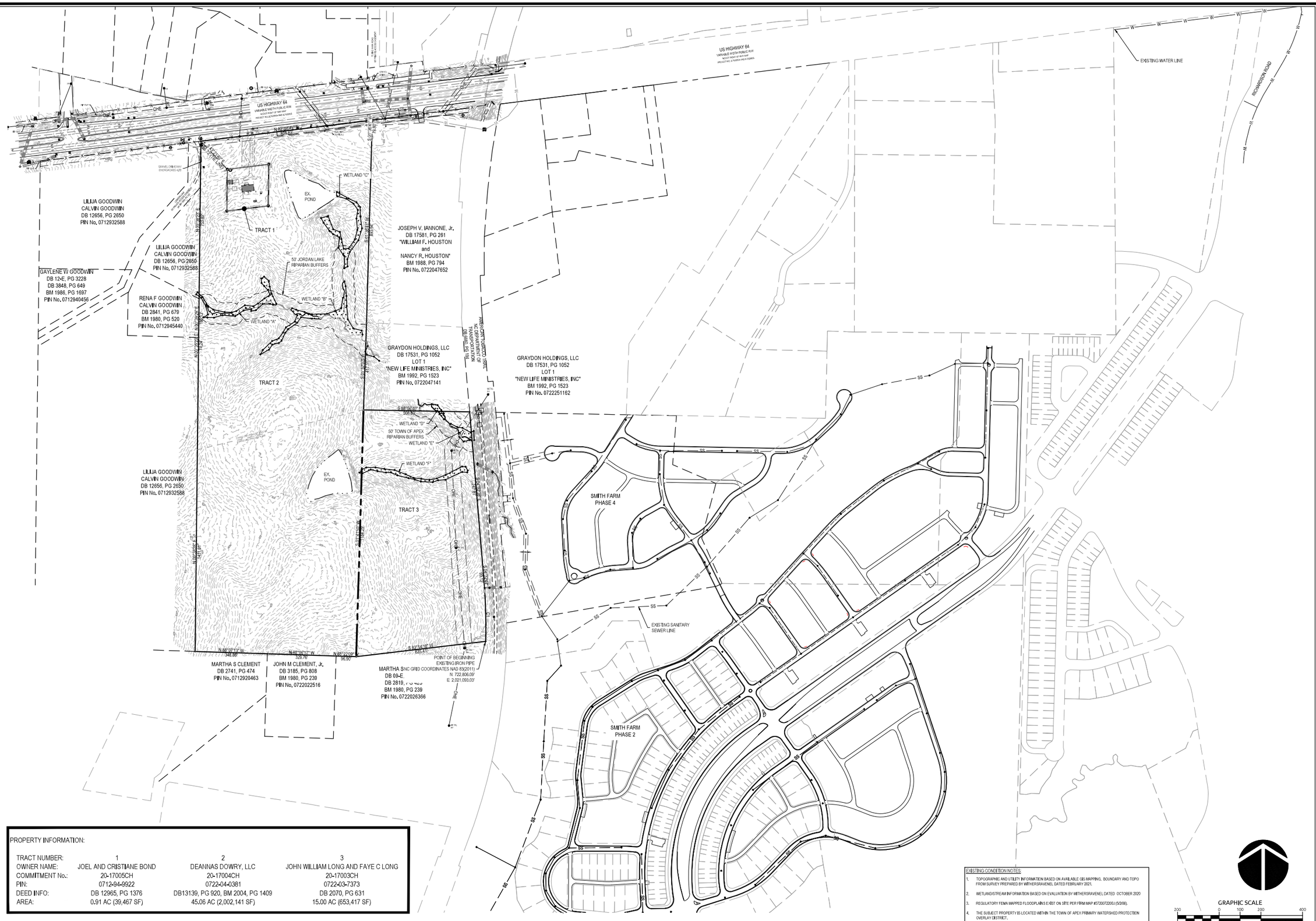

PROPERTY INFORMATION:

TRACT NUMBER:	1	2	3
OWNER NAME:	JOEL AND CRISTIANE BOND	DEANNAS DOWRY, LLC	JOHN WILLIAM LONG AND FAYE C LONG
COMMITMENT No.:	20-17005CH	20-17004CH	20-17003CH
PIN:	0712-94-9922	0722-04-0381	0722-03-7373
DEED INFO:	DB 12965, PG 1376	DB13139, PG 920, BM 2004, PG 1409	DB 2070, PG 631
AREA:	0.91 AC (39,467 SF)	45.06 AC (2,002,141 SF)	15.00 AC (653,417 SF)

EXISTING CONDITION NOTES:

1. TOPOGRAPHIC AND UTILITY INFORMATION BASED ON AVAILABLE GIS MAPPING, BOUNDARY AND TOPO FROM SURVEY PREPARED BY WITHERSRAVENEL DATED FEBRUARY 2021.
2. WETLAND/STREAM INFORMATION BASED ON EVALUATION BY WITHERSRAVENEL DATED OCTOBER 2020
3. REGULATORY FEMA MAPPED FLOODPLAIN IS EXIST ON SITE PER FIRM MAP #0720072200J (5/2006).
4. THE SUBJECT PROPERTY IS LOCATED WITHIN THE TOWN OF APEX PRIMARY WATERSHED PROTECTION OVERLAY DISTRICT.
5. ALL EXISTING STRUCTURES ON THE SUBJECT PROPERTY SHALL BE REMOVED PER TOWN OF APEX STANDARDS AND REQUIREMENTS.

GRAPHIC SCALE
200 0 100 200 400
1 inch = 200 ft.

WithersRavenel
Engineers | Planners | Surveyors
115 Mackenan Drive | Cary, NC 27511 | t: 919.469.3340 | license #: C-0832 | www.withersravenel.com

GCI- LEGACY PUD

Apex, North Carolina

OVERALL EXISTING CONDITIONS

Job No.	02200685	Drawn By	WR
Date	05/03/2021	Designer	WR

PRELIMINARY
NOT APPROVED FOR CONSTRUCTION

Revisions

Sheet No.
C1.0

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PROPERTY INFORMATION:

	1	2	3
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OWNER NAME:	JOEL AND CRISTIANE BOND	DEANNAS DOWRY, LLC	JOHN WILLIAM LONG AND FAYE C LONG
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LILLIA GOODWIN
CALVIN GOODWIN
DB 12656, PG 2650
PIN No. 0712932588

RENA F GOODWIN
CALVIN GOODWIN
DB 2841, PG 679
BM 1980, PG 520
PIN No. 0712945440

LILLIA GOODWIN
CALVIN GOODWIN
DB 12656, PG 2650
PIN No. 0712932588

BYRON LANE
60' PRIVATE ACCESS EASEMENT
per BM 1980, PG 520

N 00°38'28" E
1431.81'

N 00°35'23" E
74.24'

N 00°39'29" E
185.15'

N 00°39'23" E
755.80'

TRACT 2

TRACT 3

WETLAND "A"

WETLAND "B"

WETLAND "C"

WETLAND "D"

WETLAND "E"

WETLAND "F"

50' JORDAN LAKE
RIPARIAN BUFFERS

50' TOWN OF APEX
RIPARIAN BUFFERS

EX.
POND

EX.
POND

ONE-STORY
BROWNWOOD
RESIDENCE
8008

60' ACCESS EASEMENT
per DB 1975, PG 1975

25' TOWN OF CARY PERMANENT
UTILITY AND PIPELINE EASEMENT
per DB 16445, PG 1787

20' EASEMENT TO UNITED STATES OF
AMERICA per BM 2004, PG 1409 and DB 1866,
PG 565

UNDERGROUND
WATERLINE MARKER

MAIL
BOX

US HIGHWAY 64
(VARIABLE WIDTH RIGHT-OF-WAY)

RIP RAP

WOVEN WIRE FENCE

FLYING HAWK ROAD
60' PRIVATE ACCESS EASEMENT

VARIABLE WIDTH TOWN OF CARY
PERMANENT UTILITY AND PIPELINE
EASEMENT per DB 16716, PG 1096

20' EASEMENT TO UNITED
STATES OF AMERICA
per BM 1988, PG 794

GRAYDON HOLDINGS, LLC
DB 17531, PG 1052
LOT 1
"NEW LIFE MINISTRIES, INC"
BM 1992, PG 1523
PIN No. 0722047141

JOSEPH V. IANNONE, Jr.
DB 17581, PG 261
"WILLIAM F. HOUSTON
and
NANCY R. HOUSTON"
BM 1988, PG 794
PIN No. 0722047652

AMERICAN TOBACCO TRAIL
NC DEPARTMENT OF
TRANSPORTATION
DB 6660, PG 194

S 01°41'50" W
1184.26'

S 01°36'41" W
893.94'

S 01°36'41" W
79.80'

S 01°36'41" W
99.12'

S 38°25'46" W
47.81'

S 88°23'24" W
625.47'

EXISTING CONDITION NOTES

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GRAPHIC SCALE
100 0 50 100 200
1 inch = 100 ft.

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GCI- LEGACY PUD
Apex, North Carolina

EXISTING CONDITIONS

Job No.	02200685	Drawn By	WR
Date	05/03/2021	Designer	WR

PRELIMINARY
NOT APPROVED FOR CONSTRUCTION

Revisions

Sheet No.
C1.1

NOTES:

1. PLAN SHEETS ARE INTENDED FOR ILLUSTRATIVE USE ONLY.
2. PER 2.3.4(F)(1)(A)(IV) OF THE UDO, SIDEWALKS MUST BE PROVIDED ON BOTH SIDES OF ALL STREETS FOR SINGLE-FAMILY DETACHED HOMES IN PUD-CZ DEVELOPMENT DISTRICTS.
3. PER 2.3.4(F)(1)(F)(I) OF THE UDO, THE PD PLAN FOR PUD-CZ SHALL DEMONSTRATE 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.
4. PER UDO SECTION 7.2.5.B.6, IF ANY MASS GRADING IS PROPOSED IN THE SINGLE-FAMILY SECTIONS OF THE PUD, THE FOLLOWING PROVISION WILL APPLY TO LOT COVERAGE: AREA FOR SINGLE-FAMILY; AN ADDITIONAL FIVE PERCENT (5%) RESOURCE CONSERVATION AREA (RCA) SHALL BE SET ASIDE. THIS REQUIREMENT IS ADDED TO THE STANDARD RCA PERCENTAGE REQUIREMENT FOUND IN SEC. 8.1.2.C SIZE OF THE RCA.
5. COLLECTOR ROAD ALIGNMENT LOCATION WILL BE DETERMINED AT THE MAJOR SUBDIVISION PLAN STAGE.
6. EXISTING PONDS WILL BE EVALUATED BY A LICENSED ENGINEER. EVALUATION RECOMMENDATIONS MAY REQUIRE A CHANGE TO SIZE, BOUNDARY OR REMOVAL OF EXISTING PONDS.

LILLIA GOODWIN
CALVIN GOODWIN
DB 12656, PG 2650
PIN No. 0712932588

RENA F GOODWIN
CALVIN GOODWIN
DR 2941, PG 679
BM 1980, PG 520
PIN No. 0712945440

LILLIA GOODWIN
CALVIN GOODWIN
DB 12656, PG 2650
PIN No. 0712932588

LAWSON LANE
60' PRIVATE ACCESS EASEMENT
per BM 1980, PG 520

20' TYPE B BUFFER

THE PROPOSED LOCAL CONNECTIONS WILL COMPLY WITH THE TOWN OF APEX THOROUGHFARE PLAN. THE PROPOSED ROAD SECTION WILL BE 50' WIDTH RIGHT-OF-WAY.

SCM

MAJOR COLLECTOR 60' R/W SECTION

10' TYPE A BUFFER

PROPOSED FLUM LINE

EXISTING FLUM LINE

THE PROPOSED LOCAL CONNECTIONS WILL COMPLY WITH THE TOWN OF APEX THOROUGHFARE PLAN. THE PROPOSED ROAD SECTION WILL BE 50' WIDTH RIGHT-OF-WAY.

MF-1
MULTI- FAMILY

SCM

SCM

SCM

SCM

SCMs ARE CONCEPTUAL AND FINAL LOCATIONS TBD AT TIME OF SITE PLAN

MF-1
MULTI- FAMILY
(+/- 23.63 ACRES)

50' TYPE A BUFFER

R/W LINE

US HIGHWAY R/W LINE

MARTHA S CLEMENT
DB 2741, PG 474
PIN No. 0712920463

20' TYPE B BUFFER

JOHN M CLEMENT, Jr.
DB 3185, PG 808
BM 1980, PG 239
PIN No. 0722022516

30' TYPE D STREETSCAPE

EXISTING POND

C-1
COMMERCIAL
(+/- 5.66 ACRES)

SF-1
SINGLE FAMILY
(+/- 31.68 ACRES)

ROUNDABOUT

30' TYPE D STREETSCAPE

EXISTING WETLAND (TYP)

GREENWAY CONNECTION (FINAL ALIGNMENT TBD)

MARTHA S CLEMENT
DB 09-E, PG 726
DB 2819, PG 423
BM 1980, PG 239
PIN No. 0722026366

GRAYDON HOLDINGS, LLC
DB 17531, PG 1052
LOT 1
"NEW LIFE MINISTRIES, INC"
BM 1992, PG 1523
PIN No. 0722047141

JOSEPH V. IANNONE, Jr.
DB 17581, PG 261
"WILLIAM H. HOUSTON
and
NANCY R. HOUSTON"
BM 1988, PG 794
PIN No. 0722047652

SCM

20' TYPE B BUFFER

50' TYPE A BUFFER

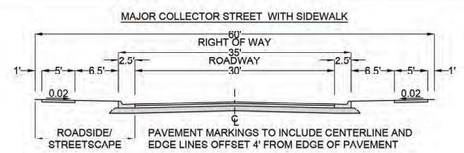
AMERICAN TOBACCO TRAIL

FINAL LOCATION TO CONNECT TO ATT TBD AT TIME OF MASTER PLAN

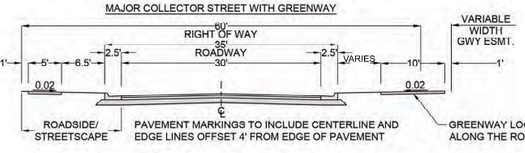
LENNAR CAROLINAS, LLC
DB 16720, PG 1045
PART OF LOT 8
"BOUNDARY SURVEY"
BM 2017, PG 379
PIN No. 0722223807

LENNAR CAROLINAS, LLC
DB 16720, PG 1045
LOT 9
"BOUNDARY SURVEY"
BM 2017, PG 379
PIN No. 0722136412

MAJOR COLLECTOR STREET WITH SIDEWALK



MAJOR COLLECTOR STREET WITH GREENWAY



NOTE: A TRANSPORTATION PLAN AMENDMENT IS NEEDED TO ADD THE MAJOR NORTH-SOUTH COLLECTOR TO THE TOWN TRANSPORTATION PLAN.

LEGEND

- MULTI-FAMILY (UP TO 400 UNITS)
- DETACHED RESIDENTIAL (UP TO 75 UNITS)
- COMMERCIAL / OFFICE
- CONCEPTUAL SCM LOCATION
- EXISTING WETLAND
- PERIMETER BUFFER
- STREAM BUFFER
- GREENWAY CONNECTION
- CONCEPTUAL ROAD CONNECTION

GRAPHIC SCALE
100 0 50 100 200
1 inch = 100 ft.

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GCI LEGACY

CONCEPT PLAN

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Date	05/03/21	Designer	WR

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Revisions

Sheet No.
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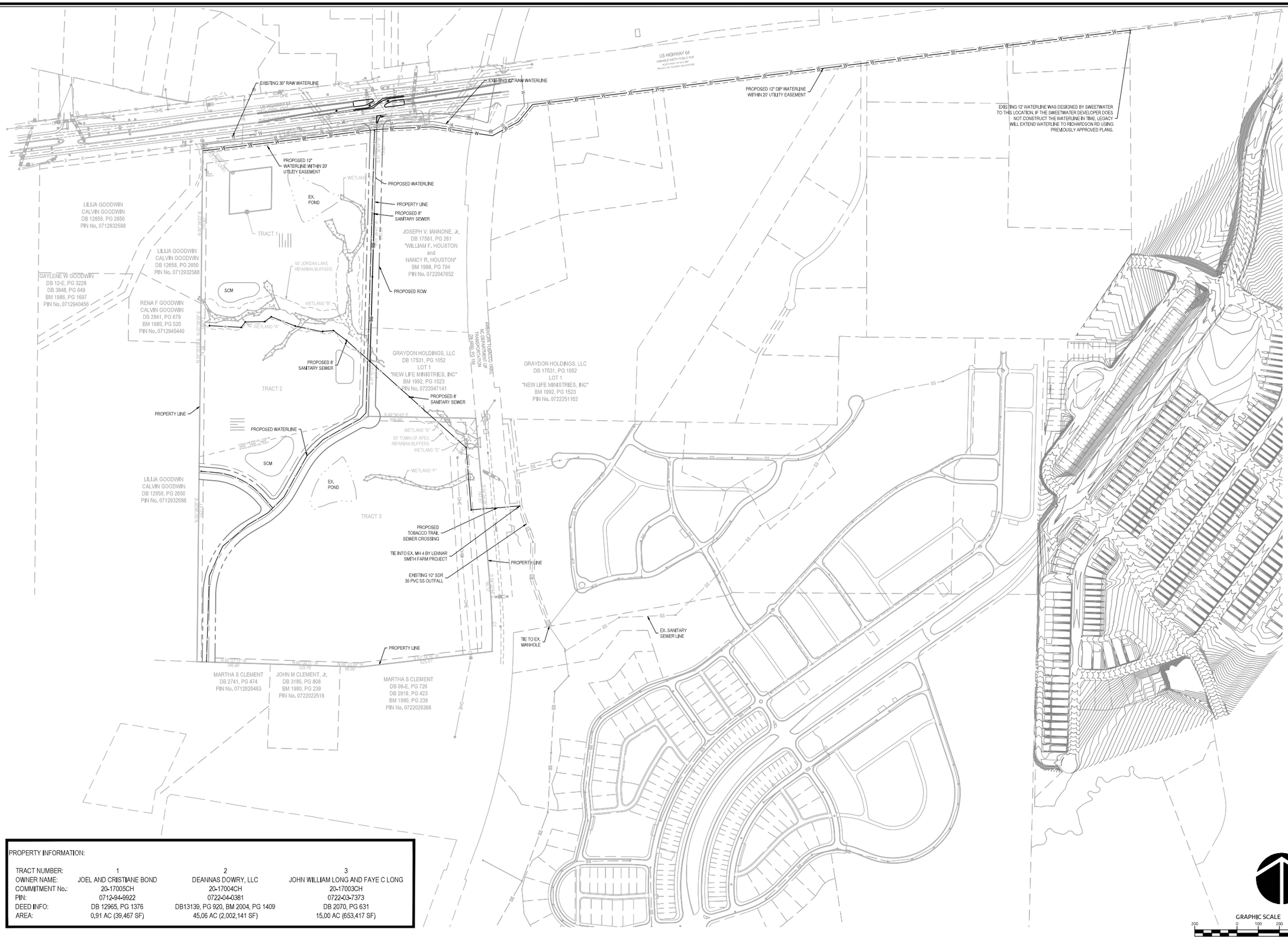

PROPERTY INFORMATION:

	1	2	3
TRACT NUMBER:			
OWNER NAME:	JOEL AND CRISTIANE BOND	DEANNAS DOWRY, LLC	JOHN WILLIAM LONG AND FAYE C LONG
COMMITMENT No.:	20-17005CH	20-17004CH	20-17003CH
PIN:	0712-94-9922	0722-04-0381	0722-03-7373
DEED INFO:	DB 12965, PG 1376	DB13139, PG 920, BM 2004, PG 1409	DB 2070, PG 631
AREA:	0,91 AC (39,467 SF)	45,06 AC (2,002,141 SF)	15,00 AC (653,417 SF)

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Apex, North Carolina

CONCEPTUAL UTILITY PLAN

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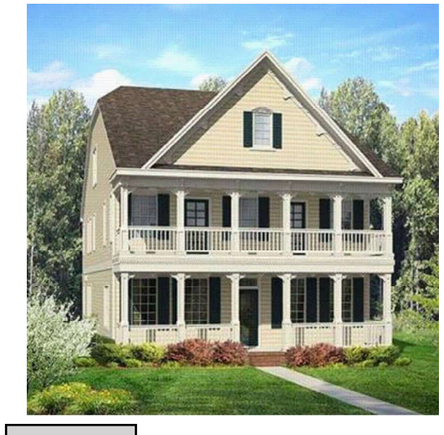

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Apex, North Carolina

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Traffic Impact Analysis

US 64 Residential
Apex, NC

Prepared for:

Goldberg Companies, Inc.

Kimley»Horn

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Traffic Impact Analysis for

US 64 Residential

Apex, North Carolina

Prepared for:

Goldberg Companies, Inc.

Beechwood, OH

Prepared by:

Kimley-Horn and Associates, Inc.

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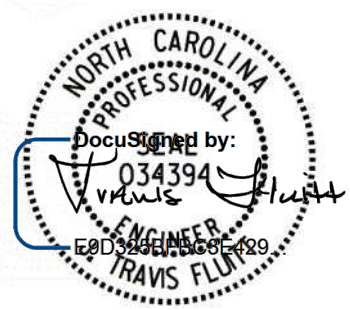
April 2021

013329004



4/30/2021

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Executive Summary

Kimley-Horn and Associates, Inc. has performed a Traffic Impact Analysis for the proposed US 64 Residential project located south of US 64 and west of the former Tee-to-Green site in Apex, North Carolina. As currently envisioned, the project will include up to 400 apartment units. Since site access coordination is ongoing, two build-out scenarios were analyzed in this study: one scenario with a new access road connection to US 64 opposite Flying Hawk Road and an existing right-in/right-out driveway on US 64, and a second scenario with just the new access road connection to US 64. Build-out is anticipated by 2024.

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 (2021) traffic condition and the projected (2024) background and build-out traffic conditions.

As shown in Table ES-1, the proposed development has the potential to generate 2,178 new trips on a typical weekday, 133 new trips during the AM peak hour, and 168 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	In	Out
221	Multi-family Housing (Mid-Rise)	400	d.u.	2,178	35	98	102	66

Capacity analyses were performed using Synchro Version 10 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

Condition	AM Peak Hour LOS (Delay)	PM Peak Hour LOS (Delay)
US 64 at Pinefield Road (Unsignalized)		
Existing (2021) Traffic	SB – E (36.4) EBL – B (11.2) WBU – C (23.1)	SB – F (91.2) EBL – D (25.2) WBU – D (25.1)
Background (2024) Traffic	SB – F (52.6) EBL – B (12.2) WBU – D (29.7)	SB – F (190.8) EBL – D (34.1) WBU – D (33.4)
Build-out (2024) Traffic	SB – F (54.5) EBL – B (12.3) WBU – D (29.9)	SB – F (210.6) EBL – E (35.0) WBU – E (38.2)

Table ES-2 (cont.) Level-of-Service Summary		
Condition	**AM Peak Hour LOS (Delay)**	**PM Peak Hour LOS (Delay)**
US 64 at Flying Hawk Road/Site Access Road (Unsignalized)		
Existing (2021) Traffic	SB – E (38.5) EBL – C (15.1) WBU – C (24.1)	SB – F (105.1) EBL – B (14.7) WBU – C (24.6)
Background (2024) Traffic	SB – F (58.3) EBL – C (17.7) WBU – D (31.1)	SB – F (253.3) EBL – C (17.3) WBU – D (32.5)
Build-out (2024) Traffic – *with RI/RO Driveway Scenario*	NB – C (18.0) SB – B (13.9) EBL – C (22.0) WBL – C (17.8)	NB – C (18.0) SB – C (19.6) EBL – E (46.2) WBL – C (19.0)
Build-out (2024) Traffic –*without RI/RO Driveway Scenario*	NB – C (20.0) SB – B (14.1) EBL – C (18.0) WBL – C (18.2)	NB – C (19.4) SB – C (19.7) EBL – E (36.3) WBL – C (19.2)
US 64 at Goodwin Road (Unsignalized)		
Existing (2021) Traffic	SB – E (37.5) EBL – B (11.2) WBU – C (23.3)	SB – F (81.5) EBL – C (23.9) WBU – C (24.0)
Background (2024) Traffic	SB – F (56.7) EBL – B (12.2) WBU – D (30.4)	SB – F (165.0) EBL – D (31.8) WBU – D (31.9)
Build-out (2024) Traffic – *with RI/RO Driveway Scenario*	SB – F (65.3) EBL – C (18.6) WBU – D (34.1)	SB – F (207.5) EBL – E (36.5) WBU – E (35.3)
Build-out (2024) Traffic – *without RI/RO Driveway Scenario*	SB – F (75.9) EBL – C (22.9) WBU – D (34.1)	SB – F (260.0) EBL – F (52.5) WBU – E (35.3)
US 64 at RI/RO Site Driveway (Unsignalized)		
Build-out (2024) Traffic	NB – C (16.9)	NB – C (17.4)

The following improvements are recommended to be performed in conjunction with the US 64 Residential development:

US 64 at Flying Hawk Drive/Site Access Road

- Convert the intersection to a directional crossover (left-in/right-in/right-out) configuration
- Construct the Site Access Road with one ingress lane and one egress lane

US 64 at RI/RO Site Driveway

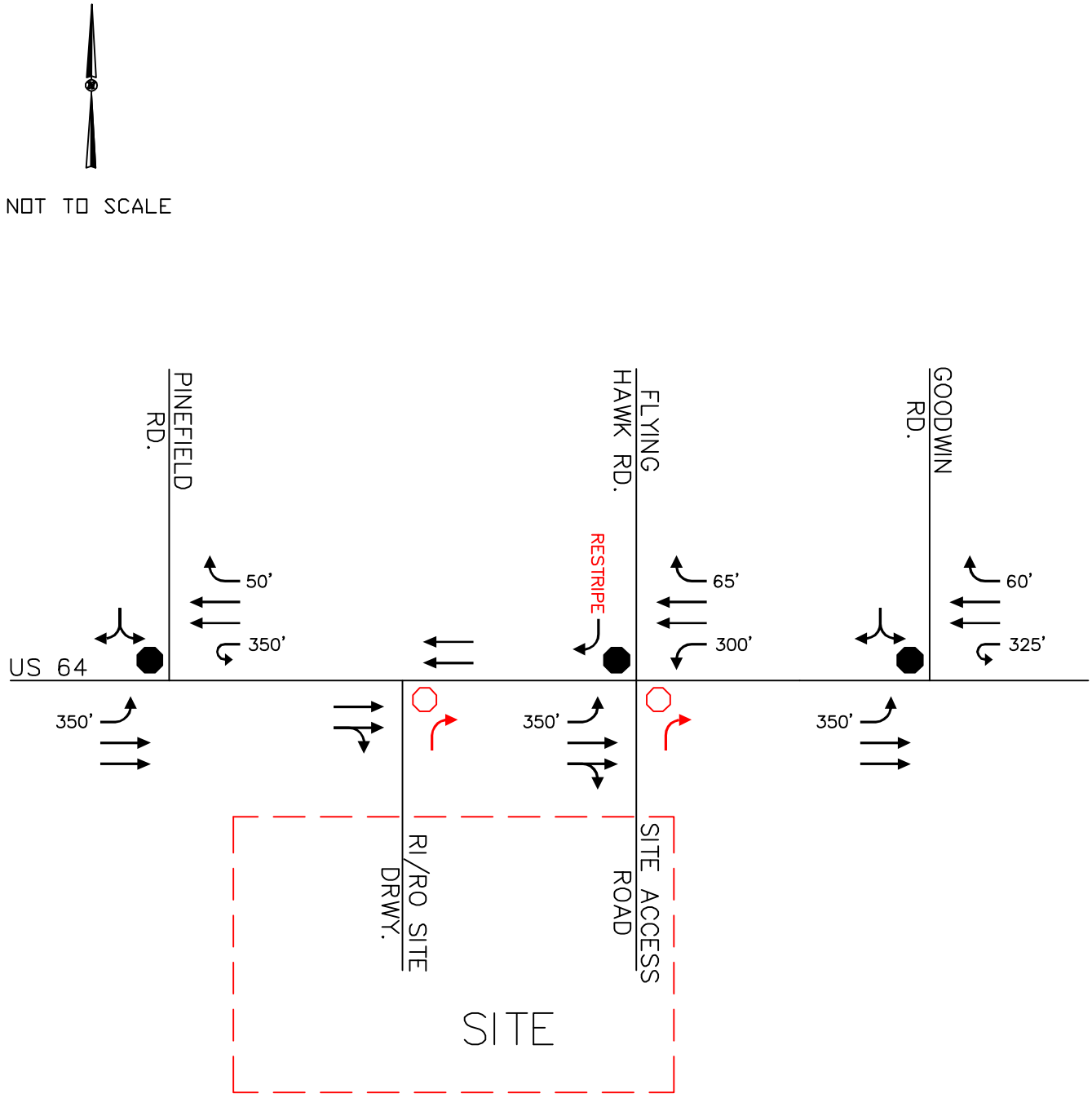
- Construct the RI/RO Site Driveway with one ingress lane and one egress lane

Analyses indicate that the full-movement intersections of US 64 at Pinefield Road and US 64 at Goodwin Road are expected to operate with long delays on the minor street approaches in 2024 with or without the proposed development in place. However, 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. Synchro indicates that site traffic is not anticipated to add significant delays to either of these intersections, in part because projected site traffic is expected to account for less than 5% of the build-out volumes at either intersection.

The intersection of US 64 at Flying Hawk Road/Site Access Road is expected to operate with short delays at project build-out when converted to a directional crossover. All queues are expected to be accommodated within the existing turn lane storage bays.

Synchro did not indicate significant differences between the "with RI/RO Driveway" and "without RI/RO Driveway" build-out conditions. The study intersections are expected to operate similarly with or without the RI/RO Driveway in place.

Figures ES-1 and **ES-2** show the recommended roadway laneage for the "with RI/RO Driveway" and "without RI/RO Driveway" scenarios, respectively.



Kimley»Horn	US 64 RESIDENTIAL APEX, NC TRAFFIC IMPACT ANALYSIS	RECOMMENDED ROADWAY LANEAGE – WITH RI/RO DRIVEWAY	FIGURE ES–1

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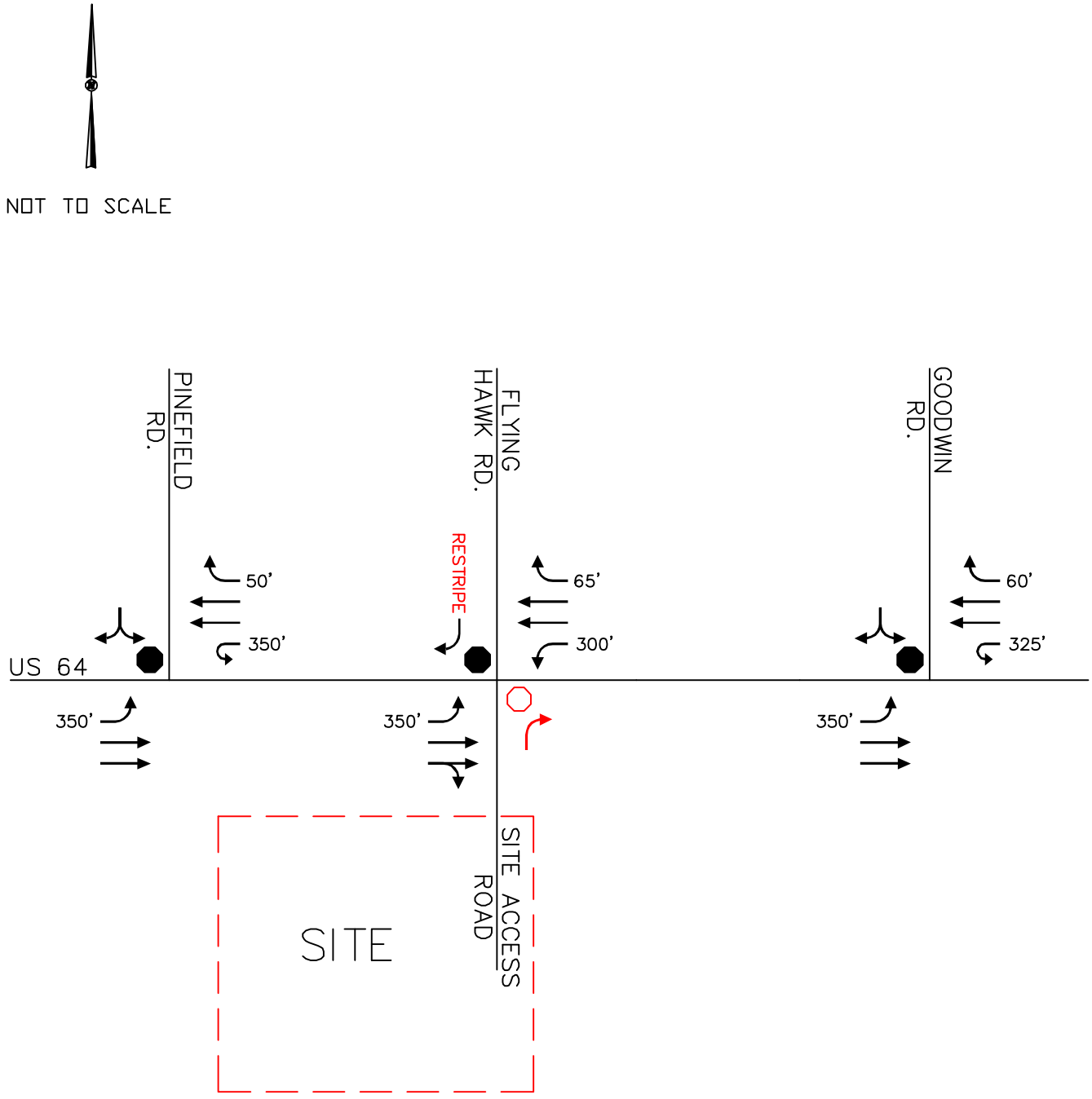

Kimley»Horn	US 64 RESIDENTIAL APEX, NC TRAFFIC IMPACT ANALYSIS	RECOMMENDED ROADWAY LANEAGE – NO RI/RO DRIVEWAY	FIGURE ES-2

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1.0 Introduction

Kimley-Horn and Associates, Inc. has performed a Traffic Impact Analysis for the proposed US 64 Residential project located south of US 64 and west of the former Tee-to-Green site in Apex, North Carolina. As currently envisioned, the project will include up to 400 apartment units. Since site access coordination is ongoing, two build-out scenarios were analyzed in this study: one scenario with a new access road connection to US 64 opposite Flying Hawk Road and an existing right-in/right-out driveway on US 64, and a second scenario with just the new access road connection to US 64. Build-out is anticipated by 2024.

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 (2021) traffic condition and the projected (2024) background and build-out traffic conditions.

North Carolina Department of Transportation (NCDOT) and Town of Apex staff were consulted regarding the elements to be covered in this analysis. The approved assumptions memorandum is included in the Appendix of this report.

2.0 Inventory

2.1 *Study Area*

The study area is assumed to include the following intersections:

- US 64 at Pinefield Drive
- US 64 at Flying Hawk Road/Site Access Road
- US 64 at Goodwin Road
- US 64 at RI/RO Site Driveway

Figure 2.1 shows the site location. **Figure 2.2** shows the conceptual site plan.

2.2 *Existing Conditions*

The proposed development is located project located south of US 64 and west of the former Tee-to-Green site in Apex, North Carolina. Major roadways in the study area include US 64, Pinefield Road, Flying Hawk Road, and Goodwin Road. **Figure 2.3** shows the existing roadway laneage.

US 64 is a four-lane divided roadway with a posted speed limit of 55 miles per hour in the vicinity of the site. The reported 2019 average daily traffic (ADT) volume was 27,000 vehicles per day (vpd) between New Hill Road and New Hill Olive Chapel Road.

Pinefield Road, Flying Hawk Road, and Goodwin Road are all two-lane undivided roadways which intersect US 64 in the vicinity of the site. While no ADT data is available for these roadways, all three are estimated to carry less than 1,000 vpd.

Kimley»Horn	US 64 RESIDENTIAL APEX, NC TRAFFIC IMPACT ANALYSIS	SITE LOCATION	FIGURE 2.1

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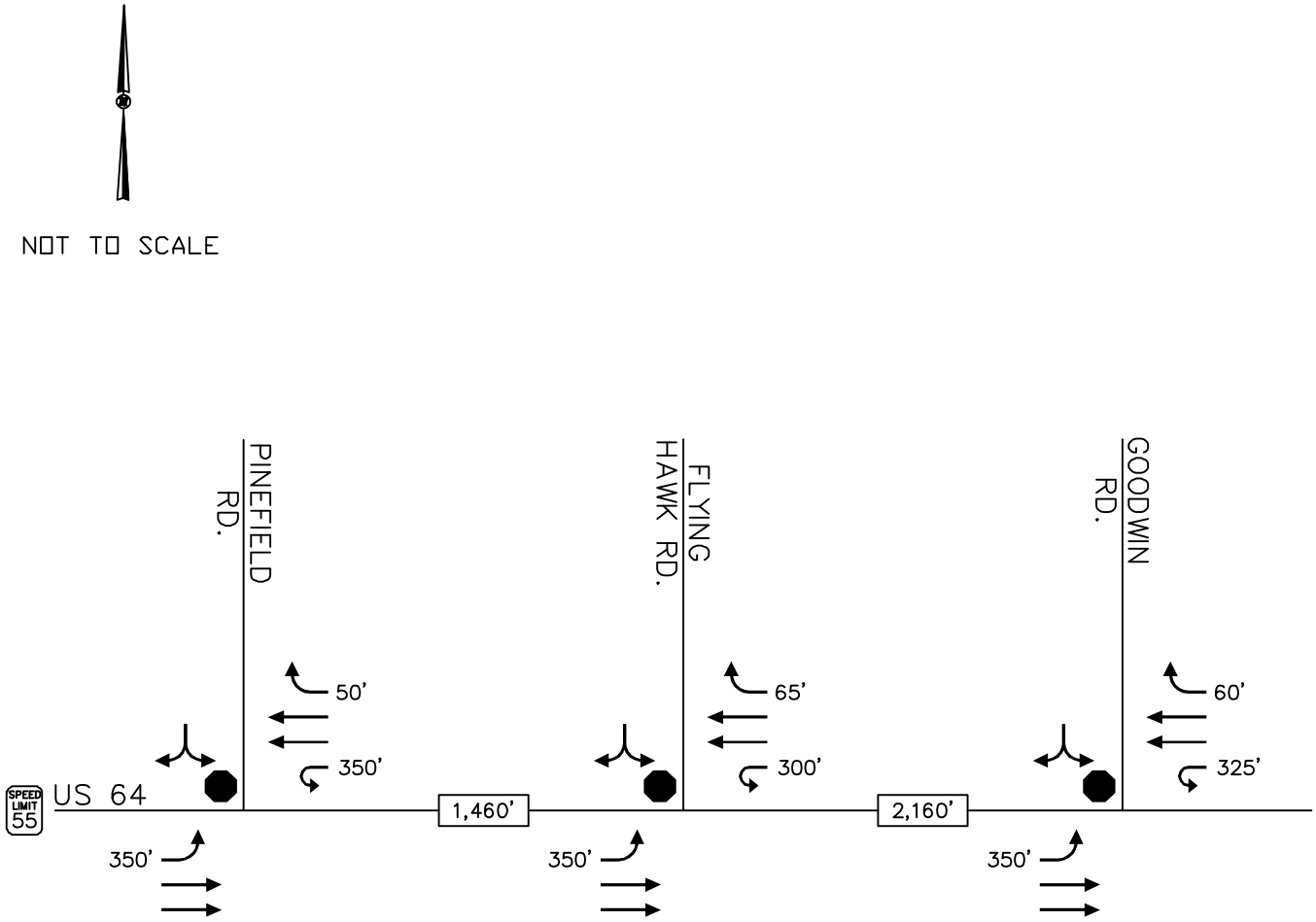

LEGEND

- EXISTING LANE
- EXISTING STOP SIGN
- SPEED LIMIT XX — POSTED SPEED LIMIT
- XXX' — APPROXIMATE DISTANCE BETWEEN INTERSECTIONS
- XX' — STORAGE LENGTH

Kimley»Horn	US 64 RESIDENTIAL APEX, NC TRAFFIC IMPACT ANALYSIS	EXISTING ROADWAY LANEAGE	FIGURE 2.3

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3.0 Traffic Generation

As currently envisioned, the US 64 Residential development will include up to 400 apartment units. The traffic generation potential of the development was determined using the traffic generation rates and equations published in *Trip Generation* (Institute of Transportation Engineers, 10th Edition, 2017). Table 3.1 summarizes the trip generation potential of the proposed development.

Table 3.1
ITE Traffic Generation (Vehicles)

Land Use Code	Land Use	Intensity		Daily	AM Peak Hour		PM Peak Hour	
					In	Out	In	Out
221	Multi-family Housing (Mid-Rise)	400	d.u.	2,178	35	98	102	66

As shown in Table 3.1, the proposed development has the potential to generate 2,178 new trips on a typical weekday, 133 new trips during the AM peak hour, and 168 new trips during the PM peak hour.

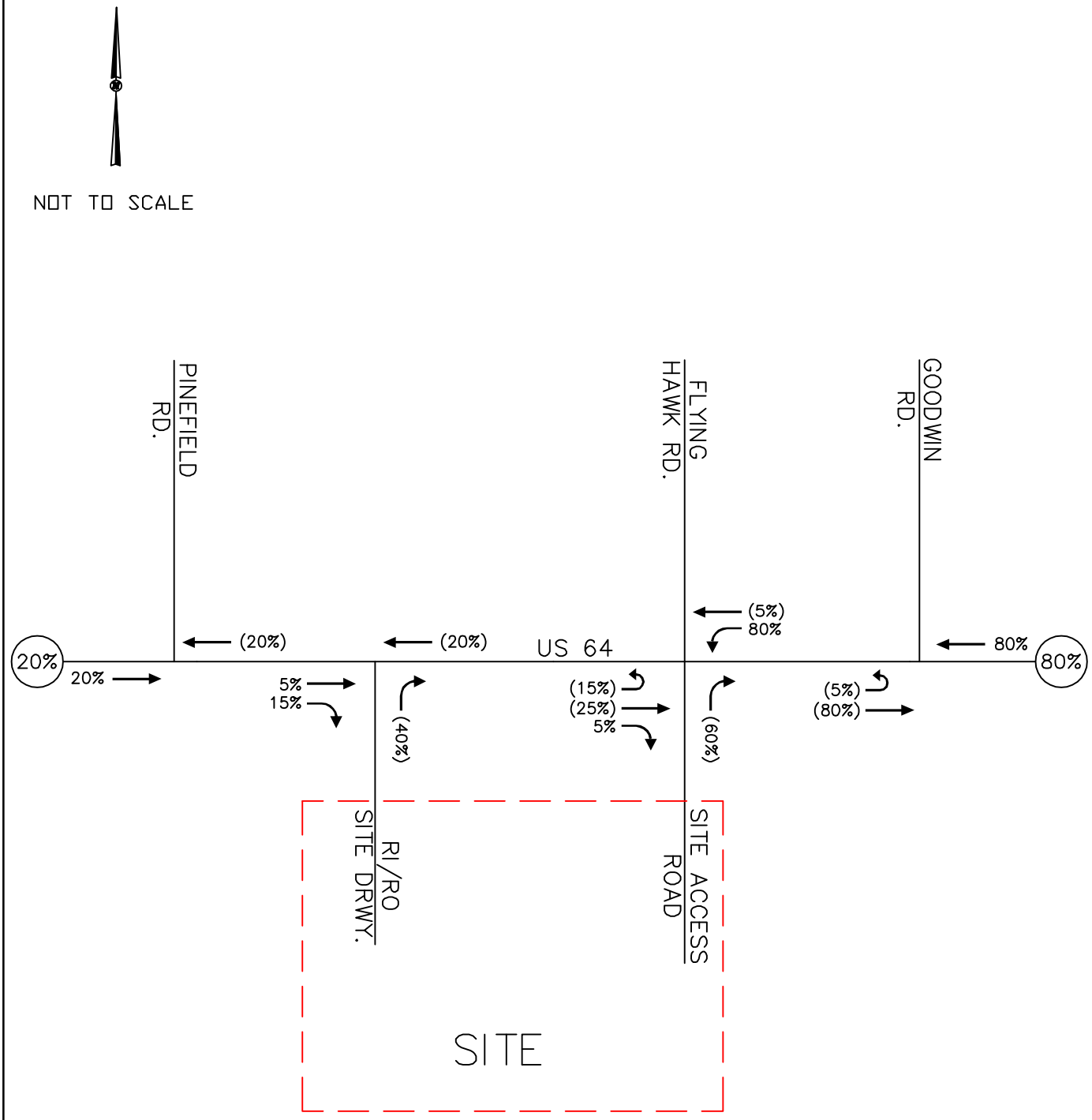
Detailed trip generation calculations are included in the Appendix of this report.

4.0 Site Traffic Distribution

The proposed generated trips were assigned to the surrounding roadway network. The directional distribution and assignment were based on land uses in the area, existing travel patterns, and a review of area origins and destinations. The following overall distribution was used for site trips:

- 80% to/from the east on US 64
- 20% to/from the west on US 64

Figures 4.1 and **4.2** show the site traffic distribution and percent assignment for the "with RI/RO Driveway" and the "without RI/RO Driveway" scenarios, respectively.



LEGEND

(XX%) OVERALL DISTRIBUTION

XX% INBOUND PERCENT ASSIGNMENT

(XX%) OUTBOUND PERCENT ASSIGNMENT

Kimley»Horn

US 64 RESIDENTIAL
APEX, NC
TRAFFIC IMPACT ANALYSIS

SITE TRAFFIC DISTRIBUTION AND PERCENT ASSIGNMENT – WITH RI/RO SITE DRIVEWAY

FIGURE 4.1

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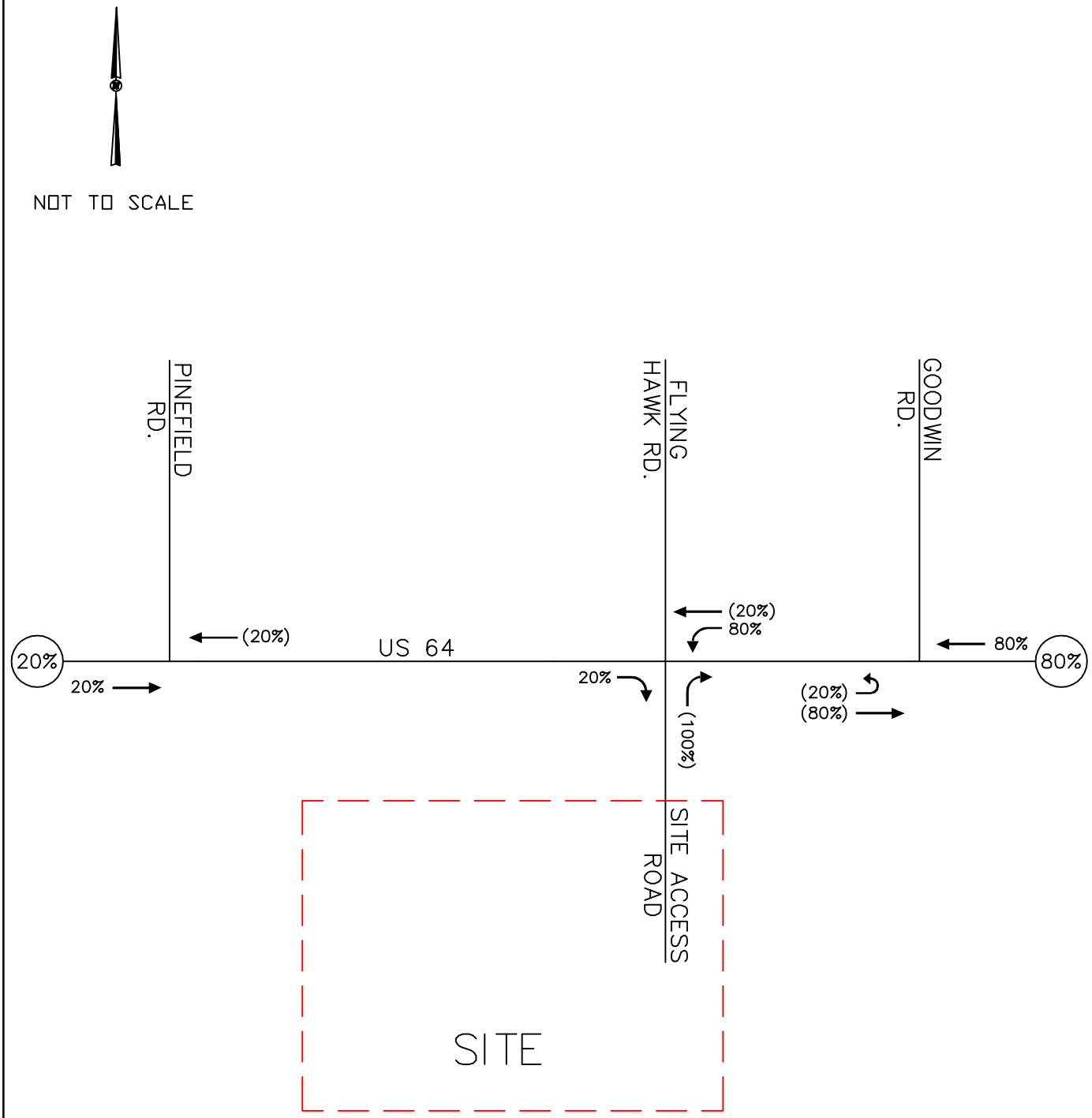

LEGEND

(XX%) OVERALL DISTRIBUTION

XX% INBOUND PERCENT ASSIGNMENT

(XX%) OUTBOUND PERCENT ASSIGNMENT

Kimley»Horn	US 64 RESIDENTIAL APEX, NC TRAFFIC IMPACT ANALYSIS	SITE TRAFFIC DISTRIBUTION AND PERCENT ASSIGNMENT – NO RI/RO SITE DRIVEWAY	FIGURE 4.2

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5.0 Projected Traffic Volumes

5.1 *Existing Traffic*

Weekday AM (7-9 AM) and PM (4-6 PM) peak hour turning movement were collected at the following study intersections:

- US 64 at Pinefield Road — December 1, 2020
- US 64 at Flying Hawk Road — December 1, 2020
- US 64 at Goodwin Road — January 26, 2021

To account for the impacts of business and school closures associated with COVID-19 on traffic volumes, a 24-hour pneumatic tube count was collected in December 2020 on US 64 between New Hill Road and New Hill Olive Chapel Road. This count was compared to historic daily traffic volume data from NCDOT. Based on this comparison, a 25% growth factor was applied to all turning movement count volumes to estimate 2021 existing volumes at the study intersections.

Traffic count volumes on US 64 at Goodwin Road were also increased to balance with the count volumes at Flying Hawk Road.

Figures 5.1 and **5.2** show the adjusted existing AM and PM peak hour traffic volumes, respectively.

5.2 *Historic Growth Traffic*

Historic growth traffic is the increase in traffic due to non-specific growth throughout the area. Consistent with other studies in the area, an annual growth rate of 3% was applied to the adjusted existing traffic volumes through the 2024 build-out year. Background growth calculations are detailed on intersection spreadsheets in the Appendix.

5.3 *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 and NCDOT, site traffic from three approved developments in the project area were included in this analysis as background traffic:

The *Sweetwater Development* proposes the construction of 640 residential units, 40,00 SF of general office space, 183,000 SF of retail space, a drive-in bank, and 10,000 SF of restaurant space south of US 64 opposite Jenks Road. Based on discussions with the Town of Apex, 15% of the residential trips and 100% of the commercial trips associated with this development were included in this analysis as background traffic.

The *Smith Farm Assemblage* project the construction of 430 single-family homes and 170 townhomes south of US 64, north of Olive Chapel Road, and west of Kelly Road. Based on

discussions with the Town of Apex, 25% of the residential trips associated with this development were included in this analysis as background traffic.

The *Deer Creek PUD* proposes the construction of 175 single-family homes, 127 townhomes, and 30 acres of business park in the southeast quadrant of the intersection of US 64 and New Hill Olive Chapel Road. Based on discussions with the Town of Apex, 20% of the residential trips and 0% of the commercial trips associated with this development were included in this analysis as background traffic.

5.4 *Background Traffic*

Projected (2024) background traffic volumes, which include existing and historic growth traffic are shown on **Figures 5.1** and **5.2** for the AM and PM peak hours, respectively.

5.5 *Site Traffic*

The projected site traffic for the proposed developments was generated and assigned to the adjacent roadway network according to the distribution discussed previously in *Section 4.0*. **Figures 5.3** and **5.4** show the projected peak hour site traffic volumes for the "with RI/RO Driveway" scenario while **Figures 5.5** and **5.6** show the projected peak hour site traffic volumes for the "without RI/RO Driveway" scenario.

5.6 *Access Diversion*

With the proposed public street connection to US 64 at Flying Hawk Road, this intersection will be converted to a directional crossover (left-in/right-in/right-out) consistent with the long-term plan for the US 64 corridor. Traffic from Flying Hawk Road wanting to head east on US 64, will be required to make a right turn onto US 64 and then make a U-turn at Pinefield Road. **Figures 5.4** and **5.6** show the diversion of PM peak hour left-turn traffic from Flying Hawk Road. No left-turns were observed to divert in the AM peak hour.

5.7 *Build-Out Traffic*

To obtain the projected (2024) build-out traffic volumes, the projected site traffic and access diversions were added to the projected (2024) background traffic. **Figures 5.3** and **5.4** show the projected peak hour build-out traffic volumes for the "with RI/RO Driveway" scenario while **Figures 5.5** and **5.6** show the projected peak hour build-out traffic volumes for the "without RI/RO Driveway" scenario.

Traffic volume calculations are detailed in intersection spreadsheets in the Appendix.

NOT TO SCALE

LEGEND

XX EXISTING TRAFFIC

(XX) BACKGROUND GROWTH

<XX> APPROVED DEVELOPMENT TRAFFIC

[XX] TOTAL BUILD-OUT TRAFFIC

FIGURE 5.1

EXISTING AND PROJECTED (2024) BACKGROUND AM PEAK HOUR TRAFFIC VOLUMES

US 64 RESIDENTIAL
APEX, NC
TRAFFIC IMPACT ANALYSIS

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NOT TO SCALE

US 64

PINEFIELD RD.

[3] (0) 3
[3] (0) 3

1 (0) [1]
1550 (144) <97> [1791]
3 (0) [3]

[3] (0) 3
[3] (0) 3
[1520] <90> (121) 1309

FLYING HAWK RD.

[7] (1) 6
[4] (0) 4

4 (0) [4]
1571 (146) <97> [1814]
4 (0) [4]

[4] (0) 4
[1517] <90> (121) 1306

GOODWIN RD.

[0] (0) 0

1 (0) [1]
1571 (146) <97> [1814]
8 (1) [9]

[1] (0) 1
[0] (0) 0
[1519] <90> (121) 1308

LEGEND

XX EXISTING TRAFFIC

(XX) BACKGROUND GROWTH

<XX> APPROVED DEVELOPMENT TRAFFIC

[XX] TOTAL BUILD-OUT TRAFFIC

FIGURE 5.2

EXISTING AND PROJECTED (2024) BACKGROUND PM PEAK HOUR TRAFFIC VOLUMES

US 64 RESIDENTIAL
APEX, NC
TRAFFIC IMPACT ANALYSIS

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NOT TO SCALE

US 64

PINEFIELD RD.

[1] (0) 1
[0] (0) 0

0 (0) [0]
1224 (20) [1244]

[0] (0) 0
[1416] (7) 1409

1219 (20) [1239]

[1413] (2) 1411
[5] (5) 0

0 (39) [39]

RI/RO SITE DRWY.

FLYING HAWK RD.

[0] (0) 0
[0] (0) 0

1 (0) [1]
1218 (5) [1223]
0 (28) [28]
1 (0) [1]

[16] (15) 1
[1] (0) 1
[1434] (25) 1409
[2] (2) 0

0 (59) [59]

SITE ACCESS ROAD

GOODWIN RD.

[1] [1]
(0) (0)
1 1

1 (0) [1]
1223 (28) [1251]
10 (0) [10]

[5] (5) 0
[0] (0) 0
[1492] (78) 1414

SITE

LEGEND

XX BACKGROUND TRAFFIC

(XX) SITE TRAFFIC

[XX] TOTAL BUILD-OUT TRAFFIC

PROJECTED (2024) BUILD-OUT
AM PEAK HOUR TRAFFIC VOLUMES
– WITH RI/RO DRIVEWAY

FIGURE 5.3

US 64 RESIDENTIAL
APEX, NC
TRAFFIC IMPACT ANALYSIS

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NOT TO SCALE

US 64

PINEFIELD RD.

[3] (0) 3
[3] (0) 3

1 (0) [1]
1791 (13) [1804]
3 (0) <7> [10]

1818 (13) <7> [1838]

FLYING HAWK RD.

[0] <-7> (0) 7
[11] <7> (0) 4

4 (0) [4]
1814 (3) [1817]
0 (82) [82]
4 (0) [4]

GOODWIN RD.

0 (0) [0]
0 (0) [0]

1 (0) [1]
1814 (82) [1896]
9 (0) [9]

[3] (0) 3
[3] (0) 3
[1540] (20) 1520

[1533] <7> (5) 1521
[15] (15) 0

[10] (10) 0
[4] (0) 4
[1541] <7> (17) 1517
[5] (5) 0

[4] (3) 1
[0] (0) 0
[1572] (53) 1519

0 (26) [26]
RI/RO SITE DRWY.

0 (40) [40]
SITE ACCESS ROAD

SITE

LEGEND

XX BACKGROUND TRAFFIC

(XX) SITE TRAFFIC

<XX> ACCESS DIVERSION

[XX] TOTAL BUILD-OUT TRAFFIC

FIGURE 5.4

PROJECTED (2024) BUILD-OUT
PM PEAK HOUR TRAFFIC VOLUMES
– WITH RI/RO DRIVEWAY

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APEX, NC
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NOT TO SCALE

US 64

PINEFIELD RD.

[1] (0) 1
[0] (0) 0

0 (0) [0]
1224 (20) [1244]

[0] (0) 0
[1416] (7) 1409

FLYING HAWK RD.

[0] (0) 0

1 (0) [1]
1218 (20) [1238]
0 (28) [28]
1 (0) [1]

[1] (0) 1
[1] (0) 1
[1409] (0) 1409
[7] (7) 0

0 (98) [98]

GOODWIN RD.

[1] (0) 1
[1] (0) 1

1 (0) [1]
1223 (28) [1251]
10 (0) [10]

[20] (20) 0
[0] (0) 0
[1492] (78) 1414

SITE ACCESS ROAD

SITE

LEGEND

XX BACKGROUND TRAFFIC

(XX) SITE TRAFFIC

[XX] TOTAL BUILD-OUT TRAFFIC

PROJECTED (2024) BUILD-OUT
AM PEAK HOUR TRAFFIC VOLUMES
– NO RI/RO DRIVEWAY

FIGURE 5.5

US 64 RESIDENTIAL
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NOT TO SCALE

US 64

PINEFIELD RD.

[3] (0) 3
[3] (0) 3

1 (0) [1]
1791 (13) [1804]
3 (0) <7> [10]

FLYING HAWK RD.

[0] <-7> (0) 7
[11] <7> (0) 4

4 (0) [4]
1814 (13) [1827]
0 (82) [82]
4 (0) [4]

GOODWIN RD.

[0] (0) 0
[0] (0) 0

1 (0) [1]
1814 (82) [1896]
9 (0) [9]

[3] (0) 3
[3] (0) 3
[1540] (20) 1520

[4] (0) 4
[1524] <7> (0) 1517
[20] (20) 0

0 (69) [69]

[14] (13) 1
[0] (0) 0
[1572] (53) 1519

SITE ACCESS ROAD

SITE

LEGEND

XX BACKGROUND TRAFFIC

(XX) SITE TRAFFIC

<XX> ACCESS DIVERSION

[XX] TOTAL BUILD-OUT TRAFFIC

FIGURE 5.6

PROJECTED (2024) BUILD-OUT
PM PEAK HOUR TRAFFIC VOLUMES
– NO RI/RO DRIVEWAY

US 64 RESIDENTIAL
APEX, NC
TRAFFIC IMPACT ANALYSIS

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6.0 Capacity Analysis

Capacity analyses (see Appendix) were performed for the AM and PM peak hours for the existing (2021) and projected (2024) background and build-out traffic conditions at the study intersections using Synchro Version 10 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 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 10 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
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

Actual peak hour factors (PHF) were used where those values exceeded 0.90 in each of the study conditions. A PHF of 0.90 was used for new movements at the site driveways.

6.1 *US 64 at Pinefield Road*

Analyses indicate that the unsignalized intersection of US 64 at Pinefield Road currently operates with moderate delays in the AM peak hour and long delays in the PM peak hour on the minor street approach (Pinefield Road). The minor street approach is expected to operate with long delays in both peak hours in 2024 with or without the proposed project in place. However, 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. Synchro indicates that site traffic is not anticipated to add significant delays to the intersection, in part because projected site traffic is expected to account for less than 5% of the build-out volumes. Therefore, no roadway improvements are recommended at this intersection to accommodate projected traffic demands.

Table 6.1 summarizes the operation of the intersection of US 64 at Pinefield Road for the existing (2021) and projected (2024) background and build-out traffic conditions.

Table 6.1
Level-of-Service
US 64 at Pinefield Road (Unsignalized)

Condition	AM Peak Hour LOS (Delay)	PM Peak Hour LOS (Delay)
Existing (2021) Traffic	SB – E (36.4) EBL – B (11.2) WBU – C (23.1)	SB – F (91.2) EBL – D (25.2) WBU – D (25.1)
Background (2024) Traffic	SB – F (52.6) EBL – B (12.2) WBU – D (29.7)	SB – F (190.8) EBL – D (34.1) WBU – D (33.4)
Build-out (2024) Traffic	SB – F (54.5) EBL – B (12.3) WBU – D (29.9)	SB – F (210.6) EBL – E (35.0) WBU – E (38.2)

6.2 *US 64 at Flying Hawk Road/Site Access Road*

Analyses indicate that the unsignalized intersection of US 64 at Flying Hawk Road currently operates with moderate delays in the AM peak hour and long delays in the PM peak hour on the minor street approach (Flying Hawk Road).

A public roadway connection is proposed to be constructed as part of this project as the fourth leg to this intersection. The following improvements are recommended to be performed at this intersection in conjunction with the US 64 Residential project:

- Convert the intersection to a directional crossover (left-in/right-in/right-out) configuration
- Construct the Site Access Road with one ingress lane and one egress lane

The intersection is expected to operate with short delays at project build-out when converted to a directional crossover. SimTraffic simulations show all queues are expected to be accommodated within the existing storage turn lane storage lengths. Synchro does not indicate significant delay or queue differences between the "with RI/RO Driveway" and "without RI/RO Driveway" build-out conditions at this intersection.

Table 6.2 summarizes the operation of the intersection of US 64 at Flying Hawk Road/Site Access Road for the existing (2021) and projected (2024) background and build-out traffic conditions.

Table 6.2
Level-of-Service
US 64 at Flying Hawk Road/Site Access Road (Unsignalized)

Condition	AM Peak Hour LOS (Delay)	PM Peak Hour LOS (Delay)
Existing (2021) Traffic	SB – E (38.5) EBL – C (15.1) WBU – C (24.1)	SB – F (105.1) EBL – B (14.7) WBU – C (24.6)
Background (2024) Traffic	SB – F (58.3) EBL – C (17.7) WBU – D (31.1)	SB – F (253.3) EBL – C (17.3) WBU – D (32.5)
Build-out (2024) Traffic – *with RI/RO Driveway Scenario*	NB – C (18.0) SB – B (13.9) EBL – C (22.0) WBL – C (17.8)	NB – C (18.0) SB – C (19.6) EBL – E (46.2) WBL – C (19.0)
Build-out (2024) Traffic – *without RI/RO Driveway Scenario*	NB – C (20.0) SB – B (14.1) EBL – C (18.0) WBL – C (18.2)	NB – C (19.4) SB – C (19.7) EBL – E (36.3) WBL – C (19.2)

6.3 *US 64 at Goodwin Road*

Analyses indicate that the unsignalized intersection of US 64 at Goodwin Road currently operates with moderate delays in the AM peak hour and long delays in the PM peak hour on the minor street approach (Goodwin Road). The intersection is expected to operate with long delays in both peak hours in 2024 with or without the proposed project in place. However, 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. Synchro indicates that site traffic is not anticipated to add significant delays to the intersection, in part because projected site traffic is expected to account for less than 5% of the build-out volumes.

While longer delays are expected on the southbound and eastbound approaches in the "without RI/RO Driveway" build-out condition, Synchro indicates that queues on these approaches are expected to increase by less than 25 feet relative to the "with RI/RO Driveway" build-out condition. Therefore, no roadway improvements are recommended at this intersection to accommodate projected traffic demands.

Table 6.3 summarizes the operation of the intersection of US 64 at Goodwin Road for the existing (2021) and projected (2024) background and build-out traffic conditions.

Table 6.3
Level-of-Service
US 64 at Goodwin Road (Unsignalized)

Condition	AM Peak Hour LOS (Delay)	PM Peak Hour LOS (Delay)
Existing (2021) Traffic	SB – E (37.5) EBL – B (11.2) WBU – C (23.3)	SB – F (81.5) EBL – C (23.9) WBU – C (24.0)
Background (2024) Traffic	SB – F (56.7) EBL – B (12.2) WBU – D (30.4)	SB – F (165.0) EBL – D (31.8) WBU – D (31.9)
Build-out (2024) Traffic – *with RI/RO Driveway Scenario*	SB – F (65.3) EBL – C (18.6) WBU – D (34.1)	SB – F (207.5) EBL – E (36.5) WBU – E (35.3)
Build-out (2024) Traffic – *without RI/RO Driveway Scenario*	SB – F (75.9) EBL – C (22.9) WBU – D (34.1)	SB – F (260.0) EBL – F (52.5) WBU – E (35.3)

6.4 *US 64 at RI/RO Site Driveway*

The proposed site is currently served by a right-in/right-out driveway. If this driveway is maintained, analyses indicate that this intersection is expected to operate with short delays and queues on the minor street approach (Site Driveway) in both peak hours in the build-out condition. No roadway improvements are recommended at this intersection.

Table 6.4 summarizes the operation of the intersection of US 64 at RI/RO Site Driveway for the projected (2024) build-out traffic condition.

Table 6.4
Level-of-Service
US 64 at RI/RO Site Driveway (Unsignalized)

Condition	AM Peak Hour LOS (Delay)	PM Peak Hour LOS (Delay)
Build-out (2024) Traffic	NB – C (16.9)	NB – C (17.4)

7.0 Recommendations

The following improvements are recommended to be performed in conjunction with the US 64 Residential development:

US 64 at Flying Hawk Drive/Site Access Road

- Convert the intersection to a directional crossover (left-in/right-in/right-out) configuration
- Construct the Site Access Road with one ingress lane and one egress lane

US 64 at RI/RO Site Drive

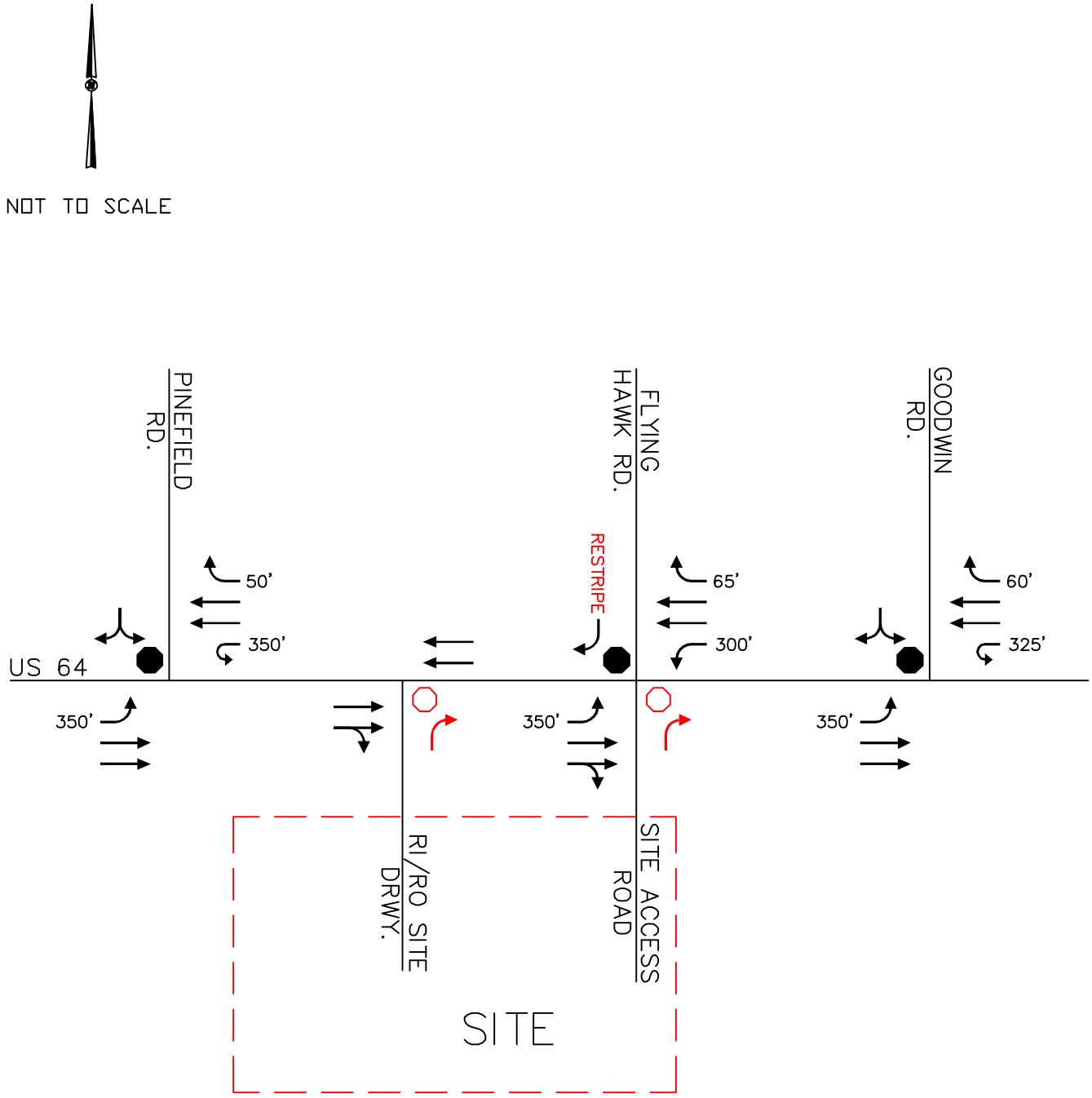
- Construct the RI/RO Site Driveway with one ingress lane and one egress lane

Analyses indicate that the full-movement intersections of US 64 at Pinefield Road and US 64 at Goodwin Road are expected to operate with long delays on the minor street approaches in 2024 with or without the proposed development in place. However, 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. Synchro indicates that site traffic is not anticipated to add significant delays to either of these intersections, in part because projected site traffic is expected to account for less than 5% of the build-out volumes at either intersection.

The intersection of US 64 at Flying Hawk Road/Site Access Road is expected to operate with short delays at project build-out when converted to a directional crossover. SimTraffic simulations show all queues are expected to be accommodated within the existing storage turn lane storage lengths.

Synchro did not indicate significant delay or queue differences between the "with RI/RO Driveway" and "without RI/RO Driveway" build-out conditions. The study intersections are expected to operate similarly with or without the RI/RO Driveway in place.

Figures 7.1 and 7.2 show the recommended roadway laneage for the "with RI/RO Driveway" and "without RI/RO Driveway" scenarios, respectively.



Kimley»Horn	US 64 RESIDENTIAL APEX, NC TRAFFIC IMPACT ANALYSIS	RECOMMENDED ROADWAY LANEAGE – WITH RI/RO DRIVEWAY	FIGURE 7.1

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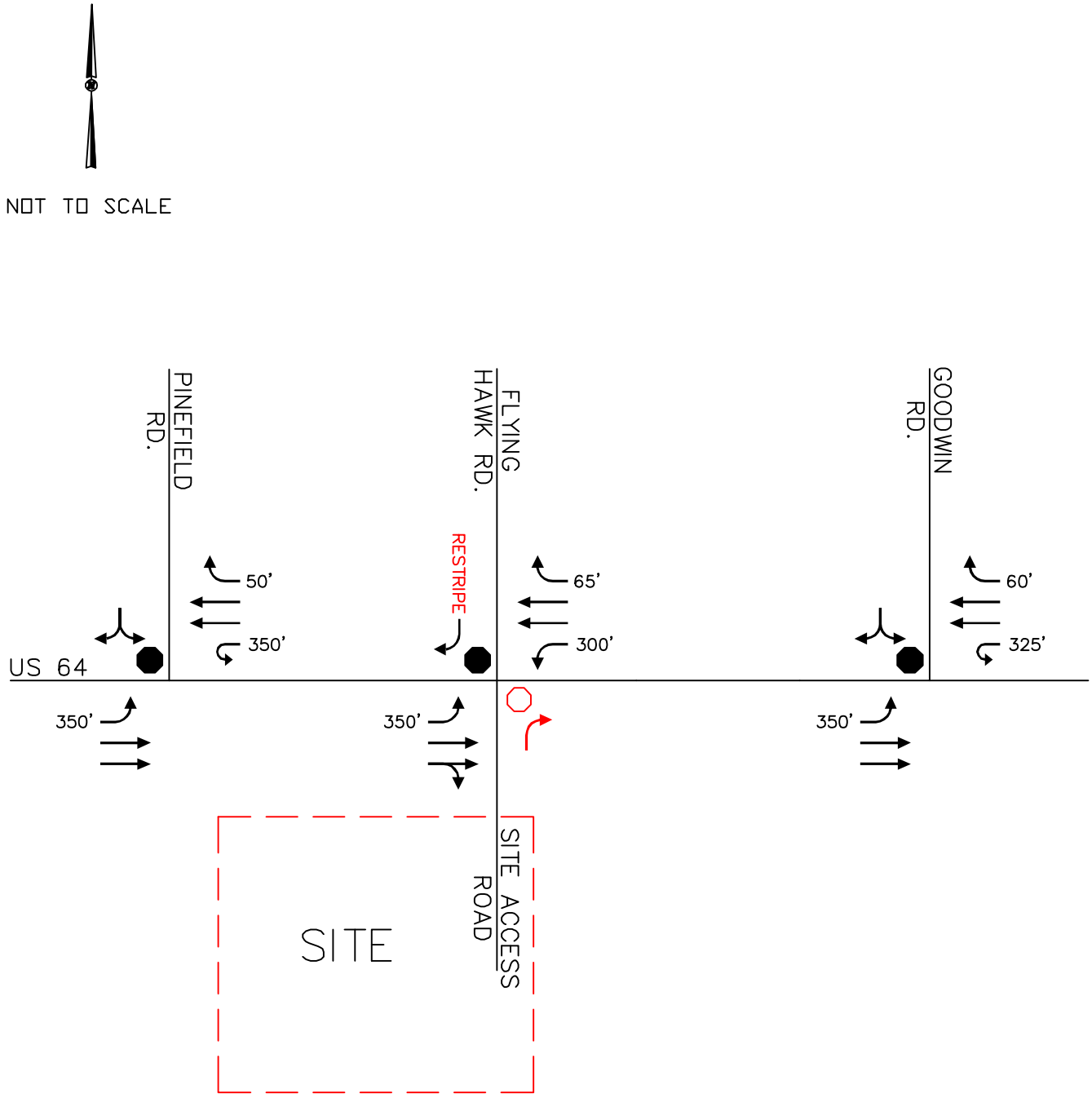

Kimley»Horn	US 64 RESIDENTIAL APEX, NC TRAFFIC IMPACT ANALYSIS	RECOMMENDED ROADWAY LANEAGE – NO RI/RO DRIVEWAY	FIGURE 7.2

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Appendix

Appendix A:
Assumptions Memorandum

Preliminary Assumptions
US 64 Residential - Traffic Impact Analysis
Apex, North Carolina

KHA will perform analyses for the proposed US 64 Residential development, located south of US 64 and west of the former Tee-to-Green site in Apex, North Carolina. The following assumptions will be used in the analysis of the site:

Analysis Scenarios
The study scenarios will consist of:

- Existing (2020)
- Background (2024)
- Build-out (2024)

Study Area
The study area will consist of the following intersections:

- US 64 at Goodwin Road
- US 64 at Flying Hawk Road/Site Driveway
- US 64 at Pinefield Road
- US 64 at Site Driveway (right-in/right-out)

Existing Volume Development
Weekday AM (7-9 AM) and PM (4-6 PM) peak hour turning movement counts will be collected at the two existing study area intersections:

- US 64 at Goodwin Road
- US 64 at Flying Hawk Road
- US 64 at Pinefield Road

Due to school and business closures associated with COVID-19, a 24-hour volume count will be performed on US 64. The resulting volume will be compared to historic daily traffic volumes on US 64. If needed, a growth factor will be applied to the collected peak hour volumes to estimate pre-COVID existing conditions.

Background Traffic
A 3% annual growth rate will be applied to existing turning movement volumes to estimate 2024 volumes. Based on discussions with the Town and NCDOT, portions of the following approved developments will be included in this analysis as background traffic:

- Sweetwater Development (per October 2016 Update)
    - Residential: 85% built-out; include site trips from remaining 15%
    - Commercial: assume 100% commercial build-out before future study year
- Smith Farm Assemblage (per November 2015 TIA)
    - Residential: 75% built-out; include site trips from remaining 25%
    - Commercial: no commercial development anticipated before future study year
- Deer Creek (per August 2014 TIA)
    - Residential: 80% built-out; include site trips from remaining 20%
    - Commercial: no commercial development anticipated before future study year

Background Roadway Projects
No roadway improvements are proposed as part of public or private projects in the study area.

Trip Generation
The project proposes 340 apartment units, and trip generation calculations based on the 10th Edition of the ITE *Trip Generation Manual* are attached.

Trip Distribution
Based on a review of surrounding land uses, the following overall trip distribution will be used for net new site trips generated by the project:

- 80% to/from the east on US 64
- 20% to/from the west on US 64

Other Study Assumptions
The following assumptions will be incorporated in this analysis and documented in the TIA as necessary:

Peak Hour Factor:
- A PHF of 0.90 will be used at the study intersections in each traffic condition.

Crash Data:
- No crash data analysis will be performed as part of this study.

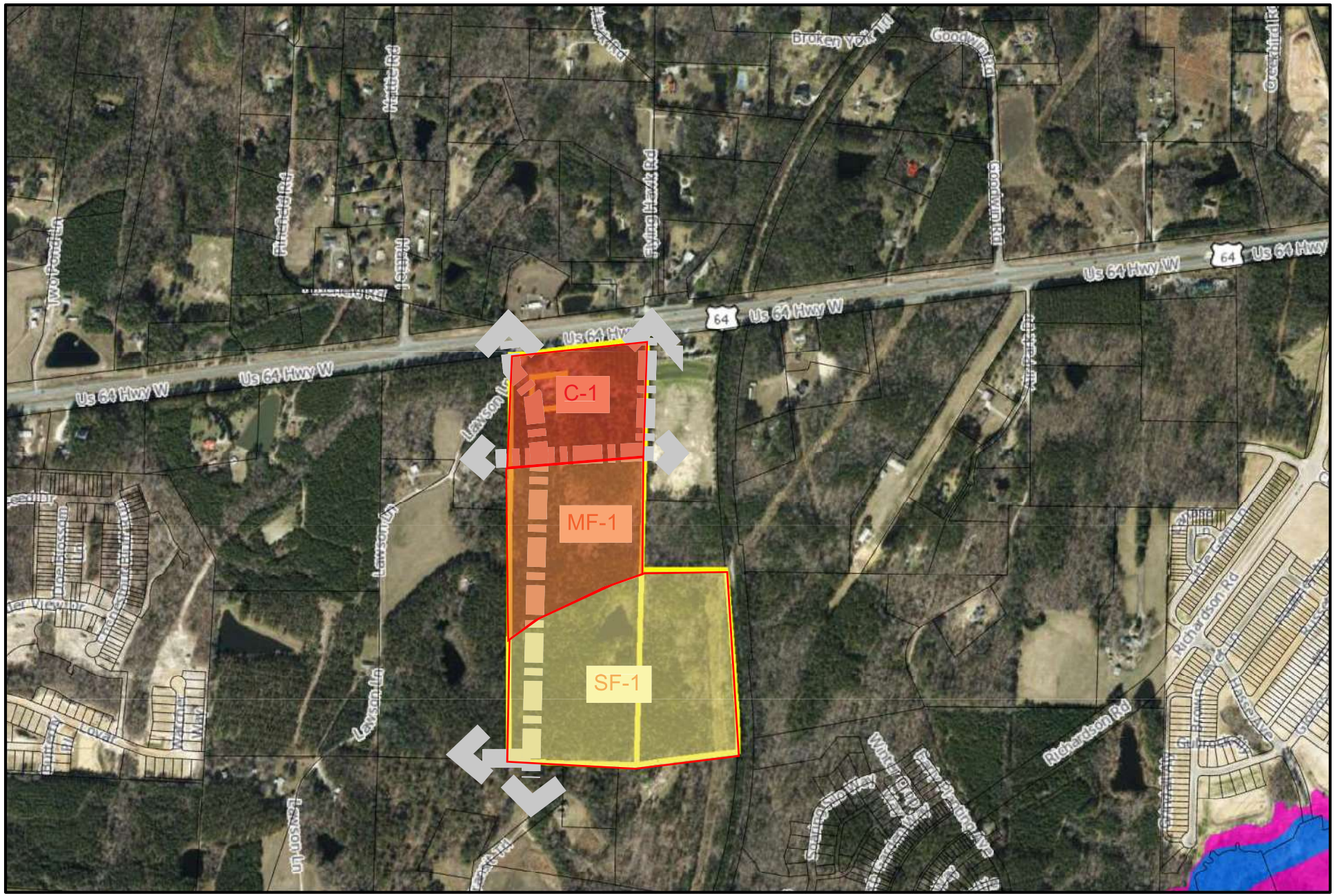
Intersection Configuration:
- As part of this development, the intersection of US 64 at Flying Hawk Road and the new Site Driveway will be converted to a directional crossover.

US 64 Residential

Table 1 - Trip Generation ITE 10th Edition)

Land Use	Intensity	Daily			AM Peak Hour			PM Peak Hour		
		Total	In	Out	Total	In	Out	Total	In	Out
221 Multifamily Housing (Mid-Rise)	340 d.u.	1,852	926	926	114	30	84	143	87	56

K:\RAL_TPTO_Traffic\013329004 US 64 Residential\T4 - Analysis\[US 64 Residential - TIA Data - Trip Gen 10.xls]Trip Gen 12/7/20



GCI Apex Site

CONCEPTUAL PUD PLAN

N

0 425 850 1,700 ft

1 inch = 800 feet

Disclaimer

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

PRELIMINARY AND SUBJECT TO CHANGE

Appendix B:
Traffic Count Data

Project ID: 20-160024-002
Location: Pinefield Rd & US 64
City: Apex

Day: Tuesday
Date: 12/1/2020

Groups Printed - Cars, PU, Vans - Heavy Trucks

	Pinefield Rd Northbound					Pinefield Rd Southbound					US 64 Eastbound					US 64 Westbound					
Start Time	Left	Thru	Rgt	Uturn	Peds	App. Total	Left	Thru	Rgt	Uturn	Peds	App. Total	Left	Thru	Rgt	Uturn	Peds	App. Total	Left	Thru	Rgt	Uturn	Peds	App. Total	Int. Total
7:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	230	0	0	0	230	0	174	0	0	0	174	404
7:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	273	0	0	0	273	0	184	0	0	0	184	457
7:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	278	0	0	0	278	0	204	0	0	0	204	482
7:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	257	0	0	0	257	0	203	0	0	0	203	460
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	1038	0	0	0	1038	0	765	0	0	0	765	1803
8:00 AM	0	0	0	0	0	0	1	0	0	0	0	1	0	195	0	0	0	195	0	223	0	0	0	223	419
8:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	247	0	0	0	247	0	223	0	0	0	223	470
8:30 AM	0	0	0	0	0	0	2	0	0	0	0	2	0	243	0	0	0	243	0	217	0	0	0	217	462
8:45 AM	0	0	0	0	0	0	1	0	0	0	0	1	0	249	0	1	0	250	0	177	3	1	0	181	432
Total	0	0	0	0	0	0	4	0	0	0	0	4	0	934	0	1	0	935	0	840	3	1	0	844	1783
BREAK																									
4:00 PM	0	0	0	0	0	0	3	0	0	0	0	3	1	241	0	1	0	243	0	238	1	1	0	240	486
4:15 PM	0	0	0	0	0	0	2	0	0	0	0	2	0	204	0	1	0	205	0	300	3	0	0	303	510
4:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	260	0	1	0	261	0	260	3	2	0	265	526
4:45 PM	0	0	0	0	0	0	1	0	0	0	0	1	0	259	0	0	0	259	0	305	0	1	0	306	566
Total	0	0	0	0	0	0	6	0	0	0	0	6	1	964	0	3	0	968	0	1103	7	4	0	1114	2088
5:00 PM	0	0	0	0	0	0	1	0	1	0	0	2	1	238	0	2	0	241	0	295	0	1	0	296	539
5:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	1	281	0	0	0	282	0	332	0	0	0	332	614
5:30 PM	0	0	0	0	0	0	0	0	1	0	0	1	0	269	0	0	0	269	0	308	1	0	0	309	579
5:45 PM	0	0	0	0	0	0	1	0	0	0	0	1	0	236	0	0	0	236	0	249	1	0	0	250	487
Total	0	0	0	0	0	0	2	0	2	0	0	4	2	1024	0	2	0	1028	0	1184	2	1	0	1187	2219
Grand Total	0	0	0	0	0	0	12	0	2	0	0	14	3	3960	0	6	0	3969	0	3892	12	6	0	3910	7893
Apprch %	0.0	0.0	0.0	0.0	0.0		85.7	0.0	14.3	0.0	0.0		0.1	99.8	0.0	0.2	0.0		0.0	99.5	0.3	0.2	0.0		
Total %	0.0	0.0	0.0	0.0	0.0	0.0	0.2	0.0	0.0	0.0	0.0	0.2	0.0	50.2	0.0	0.1	0.0	50.3	0.0	49.3	0.2	0.1	0.0	49.5	
Cars, PU, Vans	0	0	0	0		0	12	0	2	0		14	3	3727	0	5		3735	0	3668	11	6		3685	7434
% Cars, PU, Vans	0.0	0.0	0.0	0.0		0.0	100.0	0.0	100.0	0.0		100.0	100.0	94.1	0.0	83.3		94.1	0.0	94.2	91.7	100.0		94.2	94.2
Heavy trucks	0	0	0	0		0	0	0	0	0		0	0	233	0	1		234	0	224	1	0		225	459
%Heavy trucks	0.0	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0		0.0	0.0	5.9	0.0	16.7		5.9	0.0	5.8	8.3	0.0		5.8	5.8

Project ID: 20-160024-002
Location: Pinefield Rd & US 64
City: Apex

PEAK HOURS

Day: Tuesday
Date: 12/1/2020

AM

	Pinefield Rd Northbound					Pinefield Rd Southbound					US 64 Eastbound					US 64 Westbound					
Start Time	Left	Thru	Rgt	Uturn	App. Total	Left	Thru	Rgt	Uturn	App. Total	Left	Thru	Rgt	Uturn	App. Total	Left	Thru	Rgt	Uturn	App. Total	Int. Total
Peak Hour Analysis from 07:00 AM - 09:00 AM																					
Peak Hour for Entire Intersection Begins at 07:30 AM																					
7:30 AM	0	0	0	0	0	0	0	0	0	0	0	278	0	0	278	0	204	0	0	204	482
7:45 AM	0	0	0	0	0	0	0	0	0	0	0	257	0	0	257	0	203	0	0	203	460
8:00 AM	0	0	0	0	0	1	0	0	0	1	0	195	0	0	195	0	223	0	0	223	419
8:15 AM	0	0	0	0	0	0	0	0	0	0	0	247	0	0	247	0	223	0	0	223	470
Total Volume	0	0	0	0	0	1	0	0	0	1	0	977	0	0	977	0	853	0	0	853	1831
% App. Total	0.0	0.0	0.0	0.0	0	100.0	0.0	0.0	0.0	100	0.0	100.0	0.0	0.0	100	0.0	100.0	0.0	0.0	100	
PHF										0.250					0.879					0.956	0.950
Cars, PU, Vans	0	0	0	0	0	1	0	0	0	1	0	909	0	0	909	0	773	0	0	773	1683
% Cars, PU, Vans	0.0	0.0	0.0	0.0	0.0	100.0	0.0	0.0	0.0	100.0	0.0	93.0	0.0	0.0	93.0	0.0	90.6	0.0	0.0	90.6	91.9
Heavy trucks	0	0	0	0	0	0	0	0	0	0	0	68	0	0	68	0	80	0	0	80	148
%Heavy trucks	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	7.0	0.0	0.0	7.0	0.0	9.4	0.0	0.0	9.4	8.1

PM

	Pinefield Rd Northbound					Pinefield Rd Southbound					US 64 Eastbound					US 64 Westbound					
Start Time	Left	Thru	Rgt	Uturn	App. Total	Left	Thru	Rgt	Uturn	App. Total	Left	Thru	Rgt	Uturn	App. Total	Left	Thru	Rgt	Uturn	App. Total	Int. Total
Peak Hour Analysis from 04:00 PM - 06:00 PM																					
Peak Hour for Entire Intersection Begins at 04:45 PM																					
4:45 PM	0	0	0	0	0	1	0	0	0	1	0	259	0	0	259	0	305	0	1	306	566
5:00 PM	0	0	0	0	0	1	0	1	0	2	1	238	0	2	241	0	295	0	1	296	539
5:15 PM	0	0	0	0	0	0	0	0	0	0	1	281	0	0	282	0	332	0	0	332	614
5:30 PM	0	0	0	0	0	0	0	1	0	1	0	269	0	0	269	0	308	1	0	309	579
Total Volume	0	0	0	0	0	2	0	2	0	4	2	1047	0	2	1051	0	1240	1	2	1243	2298
% App. Total	0.0	0.0	0.0	0.0	0	50.0	0.0	50.0	0.0	100	0.2	99.6	0.0	0.2	100	0.0	99.8	0.1	0.2	100	
PHF										0.500					0.932					0.936	0.936
Cars, PU, Vans	0	0	0	0	0	2	0	2	0	4	2	1007	0	2	1011	0	1200	1	2	1203	2218
% Cars, PU, Vans	0.0	0.0	0.0	0.0	0.0	100.0	0.0	100.0	0.0	100.0	100.0	96.2	0.0	100.0	96.2	0.0	96.8	100.0	100.0	96.8	96.5
Heavy trucks	0	0	0	0	0	0	0	0	0	0	0	40	0	0	40	0	40	0	0	40	80
%Heavy trucks	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	3.8	0.0	0.0	3.8	0.0	3.2	0.0	0.0	3.2	3.5

National Data & Surveying Services Intersection Turning Movement Count

Project ID: 20-160024-001
Location: Flying Hawk Rd & US 64
City: Apex

Day: Tuesday
Date: 12/1/2020

Groups Printed - Cars, PU, Vans - Heavy Trucks

	Flying Hawk Rd Northbound					Flying Hawk Rd Southbound					US 64 Eastbound					US 64 Westbound					
Start Time	Left	Thru	Rgt	Uturn	Peds	App. Total	Left	Thru	Rgt	Uturn	Peds	App. Total	Left	Thru	Rgt	Uturn	Peds	App. Total	Left	Thru	Rgt	Uturn	Peds	App. Total	Int. Total
7:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	238	0	0	0	238	0	181	0	1	0	182	420
7:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	262	0	0	0	262	0	173	0	0	0	173	435
7:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	286	0	0	0	286	0	206	0	0	0	206	492
7:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	250	0	0	0	250	0	209	0	0	0	209	459
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	1036	0	0	0	1036	0	769	0	1	0	770	1806
8:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	205	0	1	0	206	0	214	0	0	0	214	420
8:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	1	236	0	0	0	237	0	220	1	1	0	222	459
8:30 AM	0	0	0	0	0	0	1	0	0	0	0	1	0	247	0	0	0	247	0	218	2	0	0	220	468
8:45 AM	0	0	0	0	0	0	2	0	0	0	0	2	0	254	0	0	0	254	0	193	0	1	0	194	450
Total	0	0	0	0	0	0	3	0	0	0	0	3	1	942	0	1	0	944	0	845	3	2	0	850	1797
BREAK																									
4:00 PM	0	0	0	0	0	0	2	0	1	0	0	3	0	254	0	0	0	254	0	247	0	0	0	247	504
4:15 PM	0	0	0	0	0	0	1	0	0	0	0	1	0	198	0	0	0	198	0	294	1	1	0	296	495
4:30 PM	0	0	0	0	0	0	1	0	0	0	0	1	0	263	0	0	0	263	0	251	3	1	0	255	519
4:45 PM	0	0	0	0	0	0	2	0	1	0	0	3	0	265	0	0	0	265	0	317	0	0	0	317	585
Total	0	0	0	0	0	0	6	0	2	0	0	8	0	980	0	0	0	980	0	1109	4	2	0	1115	2103
5:00 PM	0	0	0	0	0	0	1	0	1	0	0	2	1	231	0	0	0	232	0	298	2	1	0	301	535
5:15 PM	0	0	0	0	0	0	1	0	1	0	0	2	0	279	0	0	0	279	0	325	1	1	0	327	608
5:30 PM	0	0	0	0	0	0	1	0	0	0	0	1	2	270	0	0	0	272	0	317	0	1	0	318	591
5:45 PM	0	0	0	0	0	0	0	0	1	0	0	1	1	234	0	0	0	235	0	245	2	0	0	247	483
Total	0	0	0	0	0	0	3	0	3	0	0	6	4	1014	0	0	0	1018	0	1185	5	3	0	1193	2217
Grand Total	0	0	0	0	0	0	12	0	5	0	0	17	5	3972	0	1	0	3978	0	3908	12	8	0	3928	7923
Apprch %	0.0	0.0	0.0	0.0	0.0		70.6	0.0	29.4	0.0	0.0		0.1	99.8	0.0	0.0	0.0		0.0	99.5	0.3	0.2	0.0		
Total %	0.0	0.0	0.0	0.0	0.0	0.0	0.2	0.0	0.1	0.0	0.0	0.2	0.1	50.1	0.0	0.0	0.0	50.2	0.0	49.3	0.2	0.1	0.0	49.6	
Cars, PU, Vans	0	0	0	0		0	6	0	1	0		7	2	3743	0	1		3746	0	3686	6	8		3700	7453
% Cars, PU, Vans	0.0	0.0	0.0	0.0		0.0	50.0	0.0	20.0	0.0		41.2	40.0	94.2	0.0	100.0		94.2	0.0	94.3	50.0	100.0		94.2	94.1
Heavy trucks	0	0	0	0		0	6	0	4	0		10	3	229	0	0		232	0	222	6	0		228	470
%Heavy trucks	0.0	0.0	0.0	0.0		0.0	50.0	0.0	80.0	0.0		58.8	60.0	5.8	0.0	0.0		5.8	0.0	5.7	50.0	0.0		5.8	5.9

Project ID: 20-160024-001
Location: Flying Hawk Rd & US 64
City: Apex

PEAK HOURS

Day: Tuesday
Date: 12/1/2020

AM

	Flying Hawk Rd Northbound					Flying Hawk Rd Southbound					US 64 Eastbound					US 64 Westbound					
Start Time	Left	Thru	Rgt	Uturn	App. Total	Left	Thru	Rgt	Uturn	App. Total	Left	Thru	Rgt	Uturn	App. Total	Left	Thru	Rgt	Uturn	App. Total	Int. Total
Peak Hour Analysis from 07:00 AM - 09:00 AM																					
Peak Hour for Entire Intersection Begins at 07:30 AM																					
7:30 AM	0	0	0	0	0	0	0	0	0	0	0	286	0	0	286	0	206	0	0	206	492
7:45 AM	0	0	0	0	0	0	0	0	0	0	0	250	0	0	250	0	209	0	0	209	459
8:00 AM	0	0	0	0	0	0	0	0	0	0	0	205	0	1	206	0	214	0	0	214	420
8:15 AM	0	0	0	0	0	0	0	0	0	0	1	236	0	0	237	0	220	1	1	222	459
Total Volume	0	0	0	0	0	0	0	0	0	0	1	977	0	1	979	0	849	1	1	851	1830
% App. Total	0.0	0.0	0.0	0.0	0	0.0	0.0	0.0	0.0	0	0.1	99.8	0.0	0.1	100	0.0	99.8	0.1	0.1	100	
PHF															0.856					0.958	0.930
Cars, PU, Vans	0	0	0	0	0	0	0	0	0	0	1	909	0	1	911	0	765	0	1	766	1677
% Cars, PU, Vans	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	100.0	93.0	0.0	100.0	93.1	0.0	90.1	0.0	100.0	90.0	91.6
Heavy trucks	0	0	0	0	0	0	0	0	0	0	0	68	0	0	68	0	84	1	0	85	153
%Heavy trucks	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	7.0	0.0	0.0	6.9	0.0	9.9	100.0	0.0	10.0	8.4

PM

	Flying Hawk Rd Northbound					Flying Hawk Rd Southbound					US 64 Eastbound					US 64 Westbound					
Start Time	Left	Thru	Rgt	Uturn	App. Total	Left	Thru	Rgt	Uturn	App. Total	Left	Thru	Rgt	Uturn	App. Total	Left	Thru	Rgt	Uturn	App. Total	Int. Total
Peak Hour Analysis from 04:00 PM - 06:00 PM																					
Peak Hour for Entire Intersection Begins at 04:45 PM																					
4:45 PM	0	0	0	0	0	2	0	1	0	3	0	265	0	0	265	0	317	0	0	317	585
5:00 PM	0	0	0	0	0	1	0	1	0	2	1	231	0	0	232	0	298	2	1	301	535
5:15 PM	0	0	0	0	0	1	0	1	0	2	0	279	0	0	279	0	325	1	1	327	608
5:30 PM	0	0	0	0	0	1	0	0	0	1	2	270	0	0	272	0	317	0	1	318	591
Total Volume	0	0	0	0	0	5	0	3	0	8	3	1045	0	0	1048	0	1257	3	3	1263	2319
% App. Total	0.0	0.0	0.0	0.0	0	62.5	0.0	37.5	0.0	100	0.3	99.7	0.0	0.0	100	0.0	99.5	0.2	0.2	100	
PHF										0.667					0.939					0.966	0.954
Cars, PU, Vans	0	0	0	0	0	2	0	0	0	2	0	1009	0	0	1009	0	1218	1	3	1222	2233
% Cars, PU, Vans	0.0	0.0	0.0	0.0	0.0	40.0	0.0	0.0	0.0	25.0	0.0	96.6	0.0	0.0	96.3	0.0	96.9	33.3	100.0	96.8	96.3
Heavy trucks	0	0	0	0	0	3	0	3	0	6	3	36	0	0	39	0	39	2	0	41	86
%Heavy trucks	0.0	0.0	0.0	0.0	0.0	60.0	0.0	100.0	0.0	75.0	100.0	3.4	0.0	0.0	3.7	0.0	3.1	66.7	0.0	3.2	3.7

National Data & Surveying Services Intersection Turning Movement Count

Project ID: 21-160010-001
Location: Goodwin Rd & US 64
City: Apex

Day: Tuesday
Date: 1/26/2021

Groups Printed - Cars, PU, Vans - Heavy Trucks

	Goodwin Rd Northbound						Goodwin Rd Southbound						US 64 Eastbound						US 64 Westbound						
Start Time	Left	Thru	Rgt	Uturn	Peds	App. Total	Left	Thru	Rgt	Uturn	Peds	App. Total	Left	Thru	Rgt	Uturn	Peds	App. Total	Left	Thru	Rgt	Uturn	Peds	App. Total	Int. Total
7:00 AM	0	0	0	0	0	0	1	0	0	0	0	1	0	186	0	0	0	186	0	142	0	0	0	142	329
7:15 AM	0	0	0	0	0	0	2	0	0	0	0	2	0	251	0	0	0	251	0	158	1	0	0	159	412
7:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	261	0	0	0	261	0	186	0	0	0	186	447
7:45 AM	0	0	0	0	0	0	1	0	0	0	0	1	0	259	0	0	0	259	0	208	0	2	0	210	470
Total	0	0	0	0	0	0	4	0	0	0	0	4	0	957	0	0	0	957	0	694	1	2	0	697	1658
8:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	236	0	0	0	236	0	195	1	2	0	198	434
8:15 AM	0	0	0	0	0	0	0	0	1	0	0	1	0	224	0	0	0	224	0	214	0	3	0	217	442
8:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	216	0	0	0	216	0	208	0	0	0	208	424
8:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	223	0	0	0	223	0	182	2	1	0	185	408
Total	0	0	0	0	0	0	0	0	1	0	0	1	0	899	0	0	0	899	0	799	3	6	0	808	1708
BREAK																									
4:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	208	0	1	0	209	0	235	0	1	0	236	445
4:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	203	0	0	0	203	0	229	1	1	0	231	434
4:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	264	0	0	0	264	0	252	1	2	0	255	519
4:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	219	0	0	0	219	0	265	0	2	0	267	486
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	894	0	1	0	895	0	981	2	6	0	989	1884
5:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	226	0	1	0	227	0	284	0	0	0	284	511
5:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	210	0	0	0	210	0	297	0	2	0	299	509
5:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	252	0	2	0	254	0	259	1	0	0	260	514
5:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	182	0	0	0	182	0	257	0	0	0	257	439
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	870	0	3	0	873	0	1097	1	2	0	1100	1973
Grand Total	0	0	0	0	0	0	4	0	1	0	0	5	0	3620	0	4	0	3624	0	3571	7	16	0	3594	7223
Apprch %	0.0	0.0	0.0	0.0	0.0		80.0	0.0	20.0	0.0	0.0		0.0	99.9	0.0	0.1	0.0		0.0	99.4	0.2	0.4	0.0		
Total %	0.0	0.0	0.0	0.0	0.0	0.0	0.1	0.0	0.0	0.0	0.0	0.1	0.0	50.1	0.0	0.1	0.0	50.2	0.0	49.4	0.1	0.2	0.0	49.8	
Cars, PU, Vans	0	0	0	0		0	4	0	1	0		5	0	3431	0	4		3435	0	3395	7	14		3416	6856
% Cars, PU, Vans	0.0	0.0	0.0	0.0		0.0	100.0	0.0	100.0	0.0		100.0	0.0	94.8	0.0	100.0		94.8	0.0	95.1	100.0	87.5		95.0	94.9
Heavy trucks	0	0	0	0		0	0	0	0	0		0	0	189	0	0		189	0	176	0	2		178	367
%Heavy trucks	0.0	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0		0.0	0.0	5.2	0.0	0.0		5.2	0.0	4.9	0.0	12.5		5.0	5.1

Project ID: 21-160010-001
Location: Goodwin Rd & US 64
City: Apex

PEAK HOURS

Day: Tuesday
Date: 1/26/2021

AM

	Goodwin Rd Northbound					Goodwin Rd Southbound					US 64 Eastbound					US 64 Westbound					
Start Time	Left	Thru	Rgt	Uturn	App. Total	Left	Thru	Rgt	Uturn	App. Total	Left	Thru	Rgt	Uturn	App. Total	Left	Thru	Rgt	Uturn	App. Total	Int. Total
Peak Hour Analysis from 07:00 AM - 09:00 AM																					
Peak Hour for Entire Intersection Begins at 07:30 AM																					
7:30 AM	0	0	0	0	0	0	0	0	0	0	0	261	0	0	261	0	186	0	0	186	447
7:45 AM	0	0	0	0	0	1	0	0	0	1	0	259	0	0	259	0	208	0	2	210	470
8:00 AM	0	0	0	0	0	0	0	0	0	0	0	236	0	0	236	0	195	1	2	198	434
8:15 AM	0	0	0	0	0	0	0	1	0	1	0	224	0	0	224	0	214	0	3	217	442
Total Volume	0	0	0	0	0	1	0	1	0	2	0	980	0	0	980	0	803	1	7	811	1793
% App. Total	0.0	0.0	0.0	0.0	0	50.0	0.0	50.0	0.0	100	0.0	100.0	0.0	0.0	100	0.0	99.0	0.1	0.9	100	
PHF										0.500					0.939					0.934	0.954
Cars, PU, Vans	0	0	0	0	0	1	0	1	0	2	0	910	0	0	910	0	750	1	6	757	1669
% Cars, PU, Vans	0.0	0.0	0.0	0.0	0.0	100.0	0.0	100.0	0.0	100.0	0.0	92.9	0.0	0.0	92.9	0.0	93.4	100.0	85.7	93.3	93.1
Heavy trucks	0	0	0	0	0	0	0	0	0	0	0	70	0	0	70	0	53	0	1	54	124
%Heavy trucks	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	7.1	0.0	0.0	7.1	0.0	6.6	0.0	14.3	6.7	6.9

PM

	Goodwin Rd Northbound					Goodwin Rd Southbound					US 64 Eastbound					US 64 Westbound					
Start Time	Left	Thru	Rgt	Uturn	App. Total	Left	Thru	Rgt	Uturn	App. Total	Left	Thru	Rgt	Uturn	App. Total	Left	Thru	Rgt	Uturn	App. Total	Int. Total
Peak Hour Analysis from 04:00 PM - 06:00 PM																					
Peak Hour for Entire Intersection Begins at 04:30 PM																					
4:30 PM	0	0	0	0	0	0	0	0	0	0	0	264	0	0	264	0	252	1	2	255	519
4:45 PM	0	0	0	0	0	0	0	0	0	0	0	219	0	0	219	0	265	0	2	267	486
5:00 PM	0	0	0	0	0	0	0	0	0	0	0	226	0	1	227	0	284	0	0	284	511
5:15 PM	0	0	0	0	0	0	0	0	0	0	0	210	0	0	210	0	297	0	2	299	509
Total Volume	0	0	0	0	0	0	0	0	0	0	0	919	0	1	920	0	1098	1	6	1105	2025
% App. Total	0.0	0.0	0.0	0.0	0	0.0	0.0	0.0	0.0	0	0.0	99.9	0.0	0.1	100	0.0	99.4	0.1	0.5	100	
PHF															0.871					0.924	0.975
Cars, PU, Vans	0	0	0	0	0	0	0	0	0	0	0	886	0	1	887	0	1069	1	5	1075	1962
% Cars, PU, Vans	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	96.4	0.0	100.0	96.4	0.0	97.4	100.0	83.3	97.3	96.9
Heavy trucks	0	0	0	0	0	0	0	0	0	0	0	33	0	0	33	0	29	0	1	30	63
%Heavy trucks	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	3.6	0.0	0.0	3.6	0.0	2.6	0.0	16.7	2.7	3.1

Prepared by National Data & Surveying Services

VOLUME

US 64 Bet. New Hill Rd & New Hill Olive Chapel Rd

Day: Tuesday
Date: 12/1/2020

City: Apex
Project #: NC20_160025_001

DAILY TOTALS	NB	SB	EB	WB	Total
	0	0	11,074	12,214	23,288

AM Period	NB	SB	EB		WB		TOTAL		PM Period	NB	SB	EB		WB		TOTAL	
0:00			11		13		24		12:00			189		171		360	
0:15			7		9		16		12:15			170		170		340	
0:30			4		5		9		12:30			190		219		409	
0:45			6	28	7	34	13	62	12:45			173	722	211	771	384	1493
1:00			2		10		12		13:00			162		196		358	
1:15			4		9		13		13:15			183		205		388	
1:30			6		1		7		13:30			202		227		429	
1:45			6	18	0	20	6	38	13:45			166	713	233	861	399	1574
2:00			6		6		12		14:00			162		206		368	
2:15			5		6		11		14:15			180		203		383	
2:30			7		3		10		14:30			216		211		427	
2:45			7	25	6	21	13	46	14:45			188	746	219	839	407	1585
3:00			8		1		9		15:00			182		216		398	
3:15			5		3		8		15:15			156		249		405	
3:30			9		5		14		15:30			223		236		459	
3:45			7	29	3	12	10	41	15:45			202	763	294	995	496	1758
4:00			8		9		17		16:00			226		243		469	
4:15			19		8		27		16:15			179		294		473	
4:30			9		9		18		16:30			254		254		508	
4:45			30	66	13	39	43	105	16:45			229	888	310	1101	539	1989
5:00			31		23		54		17:00			215		297		512	
5:15			33		42		75		17:15			277		338		615	
5:30			55		45		100		17:30			244		308		552	
5:45			73	192	54	164	127	356	17:45			225	961	255	1198	480	2159
6:00			103		77		180		18:00			192		254		446	
6:15			160		94		254		18:15			144		209		353	
6:30			202		164		366		18:30			157		178		335	
6:45			194	659	149	484	343	1143	18:45			127	620	132	773	259	1393
7:00			229		180		409		19:00			92		104		196	
7:15			248		174		422		19:15			91		115		206	
7:30			247		212		459		19:30			77		118		195	
7:45			244	968	209	775	453	1743	19:45			84	344	88	425	172	769
8:00			173		212		385		20:00			63		75		138	
8:15			219		220		439		20:15			55		88		143	
8:30			257		219		476		20:30			59		76		135	
8:45			217	866	186	837	403	1703	20:45			43	220	55	294	98	514
9:00			172		192		364		21:00			39		55		94	
9:15			162		203		365		21:15			29		56		85	
9:30			175		162		337		21:30			37		36		73	
9:45			179	688	195	752	374	1440	21:45			30	135	40	187	70	322
10:00			141		184		325		22:00			26		42		68	
10:15			173		184		357		22:15			26		25		51	
10:30			144		185		329		22:30			17		25		42	
10:45			191	649	192	745	383	1394	22:45			20	89	25	117	45	206
11:00			139		158		297		23:00			11		18		29	
11:15			144		169		313		23:15			14		15		29	
11:30			175		193		368		23:30			20		23		43	
11:45			167	625	175	695	342	1320	23:45			15	60	19	75	34	135
TOTALS				4813		4578		9391	TOTALS				6261		7636		13897
SPLIT %				51.3%		48.7%		40.3%	SPLIT %				45.1%		54.9%		59.7%

DAILY TOTALS	NB	SB	EB	WB	Total
	0	0	11,074	12,214	23,288

AM Peak Hour			7:00	7:45	7:45	PM Peak Hour			16:30	16:45	16:45
AM Pk Volume			968	860	1753	PM Pk Volume			975	1253	2218
Pk Hr Factor			0.976	0.977	0.921	Pk Hr Factor			0.880	0.927	0.902
7 - 9 Volume	0	0	1834	1612	3446	4 - 6 Volume	0	0	1849	2299	4148
7 - 9 Peak Hour			7:00	7:45	7:45	4 - 6 Peak Hour			16:30	16:45	16:45
7 - 9 Pk Volume	0	0	968	860	1753	4 - 6 Pk Volume	0	0	975	1253	2218
Pk Hr Factor	0.000	0.000	0.976	0.977	0.921	Pk Hr Factor	0.000	0.000	0.880	0.927	0.902

Appendix C:
Approved Development Information

RAMEY KEMP & ASSOCIATES
TRANSPORTATION ENGINEERS

RAMEY KEMP & ASSOCIATES, INC.
5808 Faringdon Place, Suite 100
Raleigh, NC 27609
Phone - 919-872-5115 Fax - 919-878-5416
www.rameykemp.com

October 20, 2016

Gordon Paulsen
Retail Strategies of NC, Inc
3900 Merton Drive, Suite 160
Raleigh, NC 27609

Subject: **Sweetwater Development – Richardson Road Access Study**
Apex, North Carolina

Dear Mr. Paulsen:

This letter provides a summary of the updated capacity analysis for the proposed driveway locations along the Richardson Road Extension as part of the Sweetwater Development located south of the intersection of US 64 and Jenks Road in Apex, North Carolina. The purpose of this study is to update the Traffic Impact Analysis that was approved in 2015 with the current commercial area site plan.

Background

The original TIA report was prepared for the Sweetwater Development in December 2014 and approved by the Town of Apex (Town) and the North Carolina Department of Transportation (NCDOT). Improvements were required of the development for the intersection of US 64 and Jenks Road / Richardson Road. The site plan evaluated in the TIA did not include apartments in the commercial area. The current plan for the commercial area includes a reduction in the original residential units, a reduction in retail space, and an addition of 230 apartment units within the commercial area. This study evaluates the transportation network based on the current proposed plan.

The following intersections were included in this study:

- US 64 and Jenks Road
- US 64 and Richardson Road
- West U-Turn on US 64
- East U-Turn on US 64
- Kelly Road and Beaver Creek Commons Drive
- US 64 and Kellyridge Road
- Richardson Road and Site Drive 1 (northern access)
- Richardson Road and Site Drive 2 (southern access)

It should be noted that a third access to each side of the commercial area is also proposed and these driveways are restricted to right-in / right-out (RIRO) movements. Although these site drives were not considered study intersections, a percentage of site trips were routed to these intersections.

Table 1
Updated Trip Generation Summary – Full Build Out

Land Use (ITE Code)	Size	Unit	Weekday 24 Hour Volumes	Weekday AM Peak Hour Trips		Weekday PM Peak Hour Trips	
				Enter	Exit	Enter	Exit
Single-Family Detached Housing (210)	347	Dwelling Units	3,300	65	195	219	128
Mid-Rise Apartments (223)	230	Dwelling Units	1,520*	21	48	52	38
Townhomes (230)	63	Dwelling Units	370	5	23	22	11
General Office (710)	40,000	Square Feet	440	55	7	10	50
General Retail (820)	183,000	Square Feet	10,100	140	85	431	467
Drive-In Bank** (912)	4	lanes	560	22	15	65	68
High-Turnover Restaurant (932)	7,000	Square Feet	890	49	44	70	59
Fast Food w/ Drive Through (934)	3,000	Square Feet	1,490	69	67	51	47
Subtotal			18,670	426	484	920	868
Internal Capture (15%)			*2,800*	*0*	*0*	*138*	*130*
Pass-By			--	*39*	*39*	*195*	*195*
Total Updated Trips			**15,870**	**387**	**445**	**587**	**543**

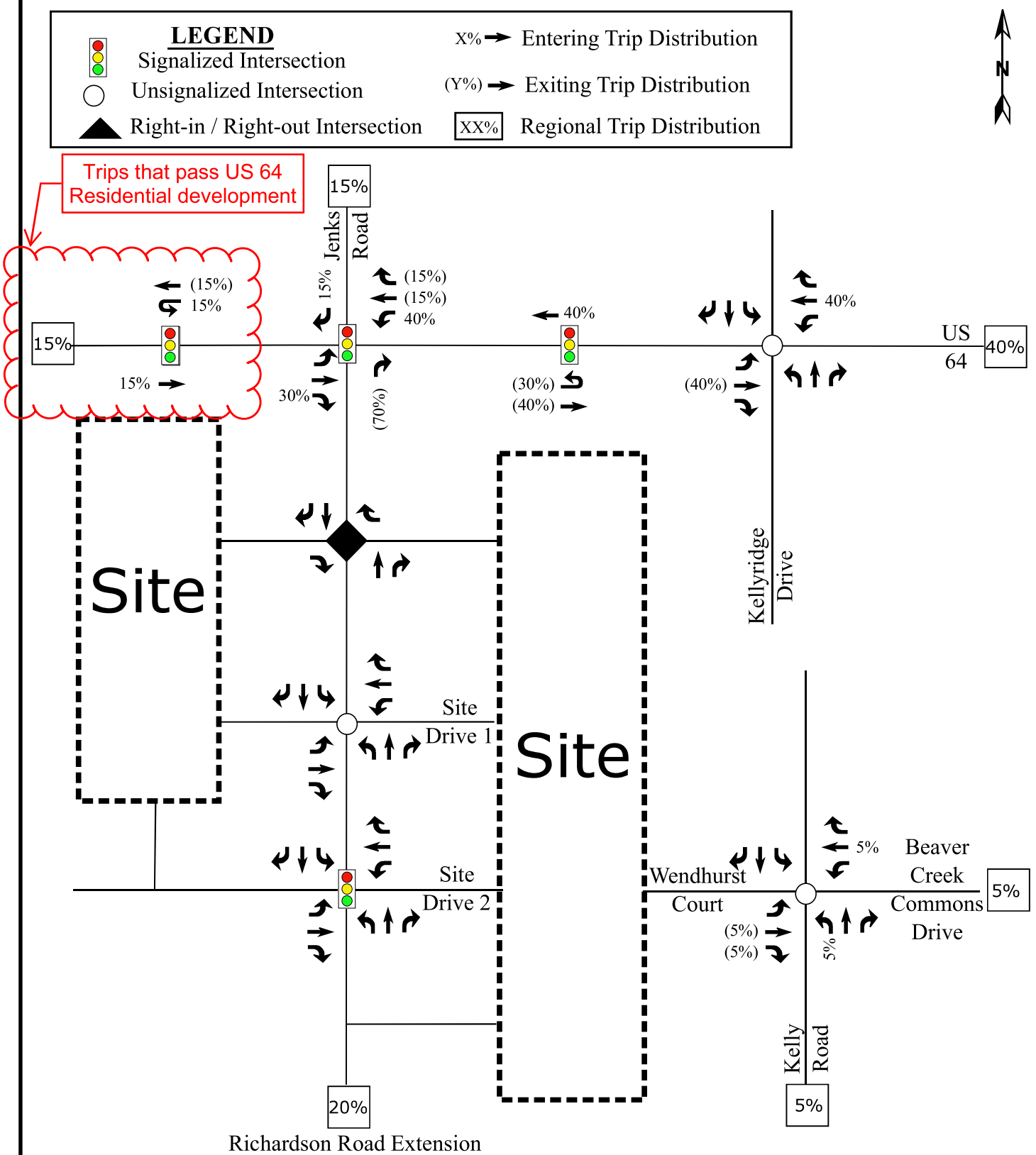
*Land use code 220 was used to calculate the Weekday Daily trips due to limitations in the ITE Trip Generation Manual.
**Lanes instead of square footage were used to calculate trip generation for drive-in bank.

15% RESIDENTIAL TRIPS
AM In = 0.15 x (65 + 21 + 5) = 14
AM Out = 0.15 x (195 + 48 + 23) = 40
PM In = 0.15 x [0.85 x (219 + 52 +22)] = 37
PM Out = .15 x [0.85 x (128 + 38 + 11)] = 23

100% COMMERCIAL TRIPS
AM In = 55 + 140 + 22 + 49 + 69 - 39 = 296
AM Out = 7 + 85 + 15 + 44 + 67 - 39 = 179
PM In = 0.85*(10 + 431 + 65 + 70 + 51) - 195 = 338
PM Out = 0.85*(50 + 467 + 68 + 59 + 47) - 195 = 392

15% OF 15% OF RESIDENTIAL TRIPS
AM In = 0.15 x 14 = 2
AM Out = 0.15 x 40 = 6
PM In = 0.15 x 37 = 6
PM Out = 0.15 x 23 = 3

15% OF 100% OF COMMERCIAL TRIPS
AM In = 0.15 x 296 = 44
AM Out = 0.15 x 179 = 27
PM In = 0.15 x 338 = 51
PM Out = 0.15 x 392 = 59



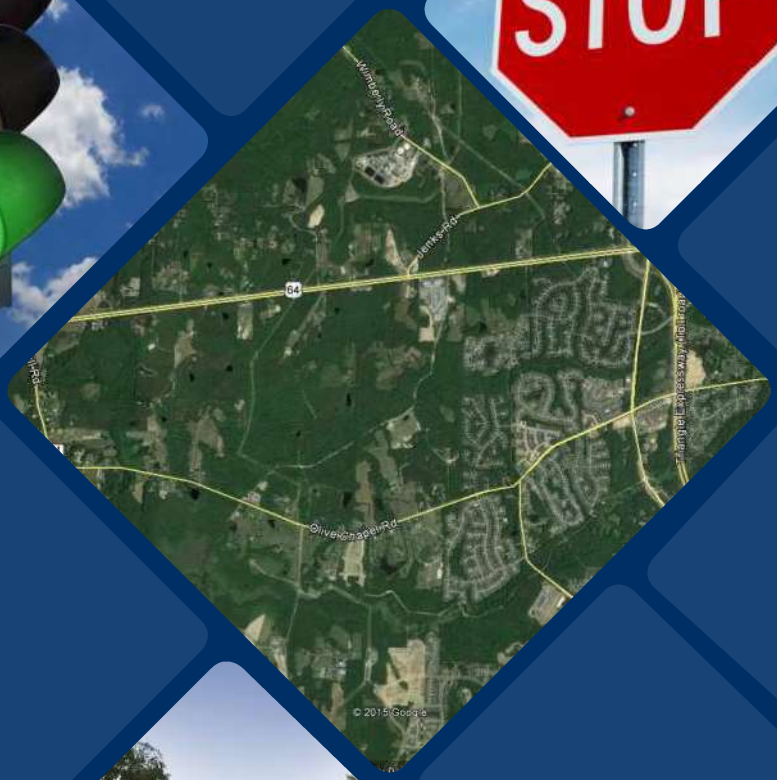
RAMEY KEMP & ASSOCIATES
TRANSPORTATION ENGINEERS

Sweetwater Development Update
Apex, NC

Regional Site Trip Distribution

Scale: Not to Scale | Figure 4

Traffic Impact Analysis
Smith Farm Assemblage
Apex, North Carolina



RAMEY KEMP & ASSOCIATES
TRANSPORTATION ENGINEERS

Traffic Impact Analysis

For

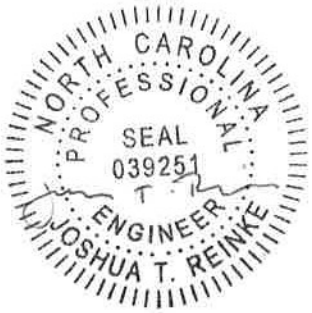
Smith Farm Assemblage

Located in

Apex, North Carolina

Prepared For:
Lennar
909 Aviation Parkway, Suite 700
Morrisville, NC 27560

Prepared By:
Ramey Kemp & Associates, Inc.
5808 Faringdon Place, Suite 100
Raleigh, NC 27609
NC Corporate License # C-0910



11-24-15

November 2015

RKA Project #15248

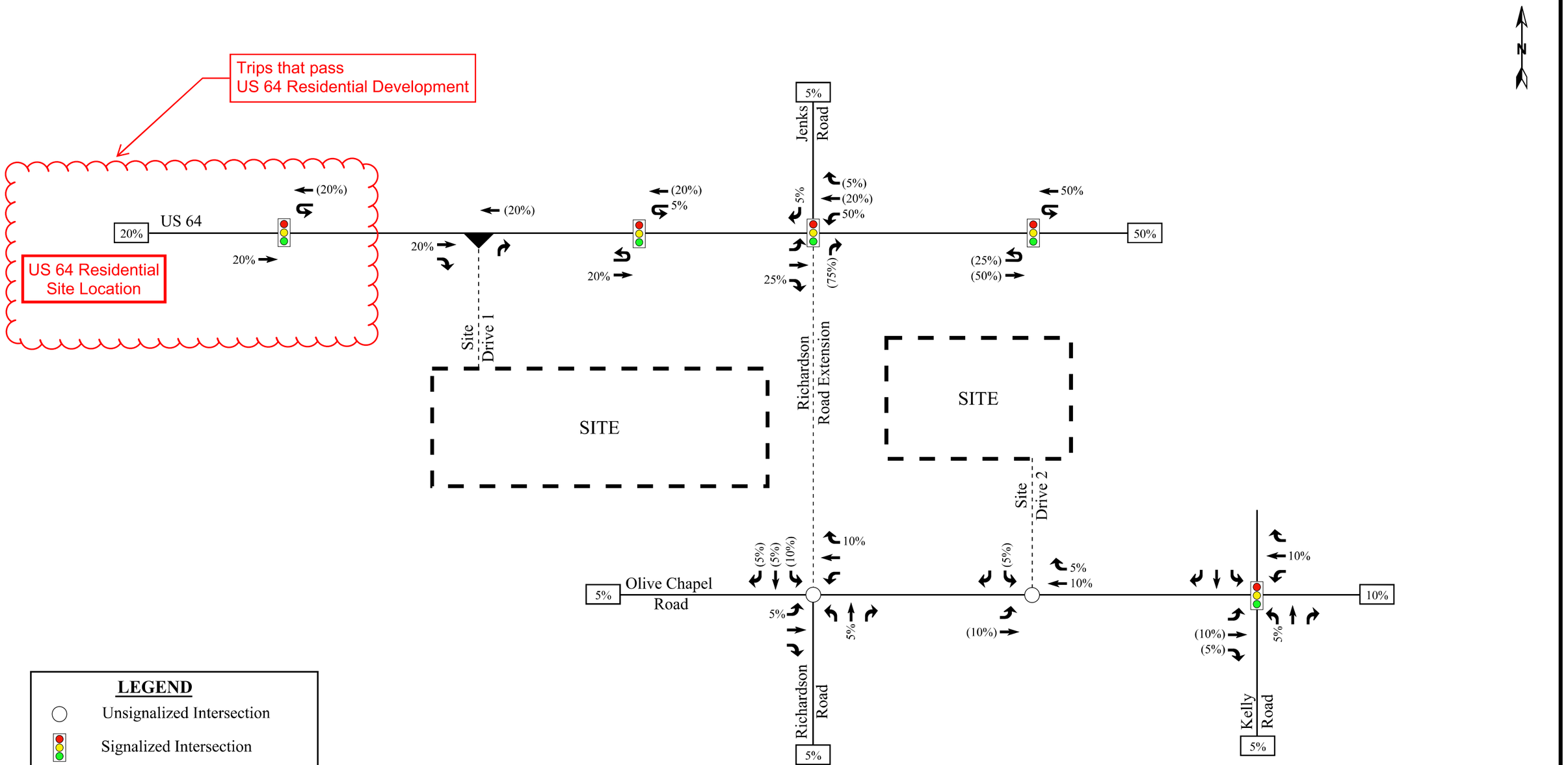
4. TRIP GENERATION

The proposed development is expected to consist of approximately 430 single-family detached homes, 170 townhomes, 150 apartment units, and various non-residential land uses. For the purpose of this study, a scenario with only the residential portion (the Residential Phase) of the site was analyzed separate from full build-out. This scenario was studied because it is assumed that the non-residential land uses will not be completed until much later than the Residential Phase. Average weekday daily, AM peak hour, and PM peak hour trips for the proposed development were estimated using methodology contained within the ITE *Trip Generation Manual*, 9th Edition. Tables 1 and 2 provide a summary of the trip generation potential for the sites.

Table 1: Trip Generation Summary – Residential Phase

Land Use (ITE Code)	Intensity	Daily Traffic (vpd)	AM Peak Hour Trips (vph)		PM Peak Hour Trips (vph)	
			Enter	Exit	Enter	Exit
Single Family Homes (210)	430 dwellings	4,100	81	242	271	159
Townhomes (230)	161 dwellings	990	13	62	59	29
Apartments (220)	150 dwellings	1,030	15	62	65	35
Total Trips		**6,120**	**109**	**366**	**395**	**223**

It is estimated that the proposed development will generate 6,120 total site trips on the roadway network during a typical 24-hour weekday period. Of the daily traffic volume, it is anticipated that 475 trips (109 entering and 366 exiting) will occur during the AM peak hour and 618 (395 entering and 223 exiting) will occur during the PM peak hour.



RAMEY KEMP & ASSOCIATES
TRANSPORTATION ENGINEERS

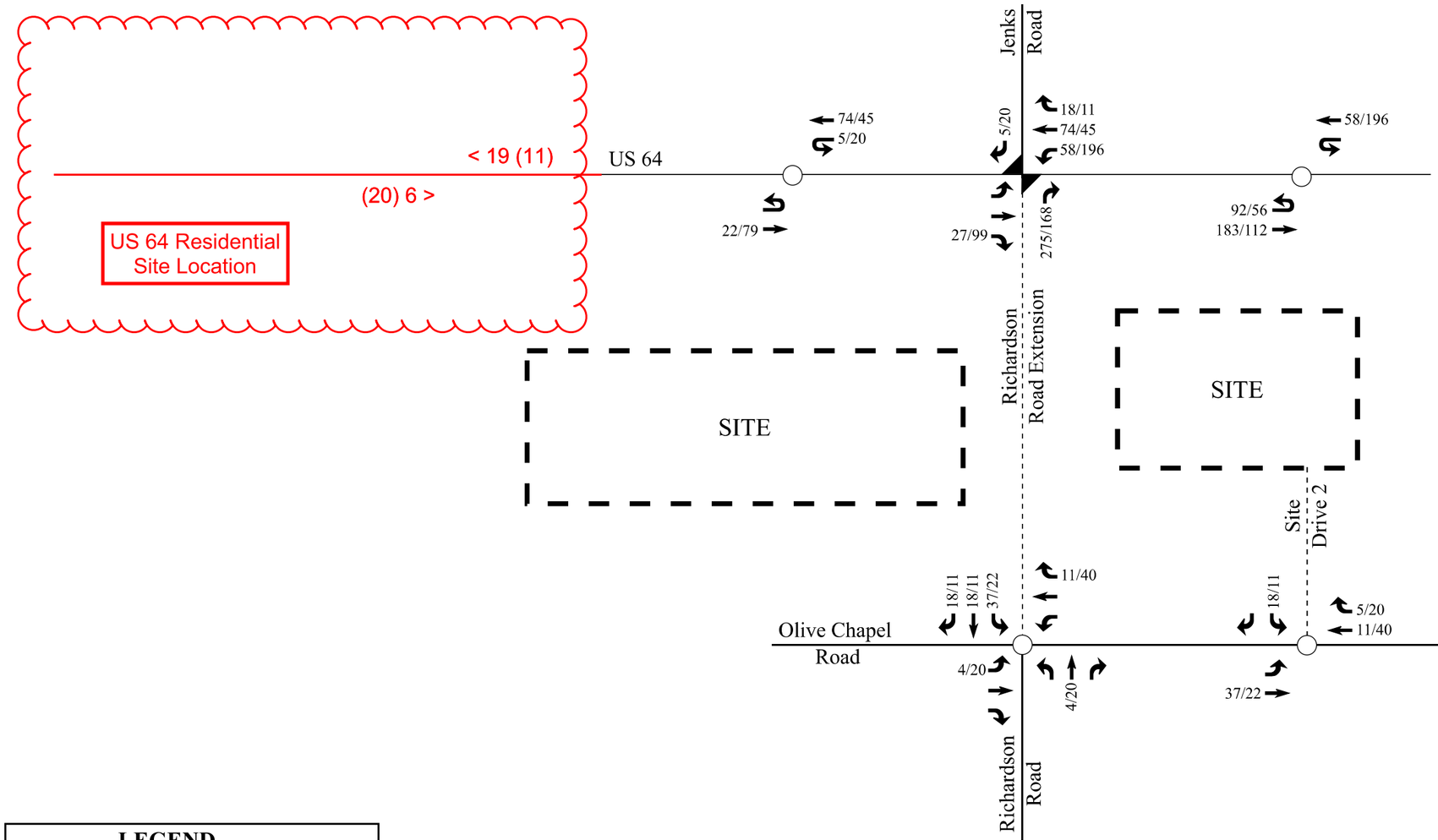
Smith Farm Assemblage
Apex, NC

Residential Site
Trip Distribution

Scale: Not to Scale

Figure 9

25% of residential site trips to be included in US 64 Residential TIA



LEGEND

- Unsignalized Intersection
- Signalized Intersection
- Left-Over Intersection
- X / Y → AM / PM Peak Hour Site Trips
- Proposed Roadway

RAMEY KEMP & ASSOCIATES TRANSPORTATION ENGINEERS

Smith Farm Assemblage
Apex, NC

Total Site Trips - Residential Phase

Scale: Not to Scale | Figure 11

Deer Creek PUD

Apex, NC

Prepared for
Withers & Ravenel
c/o Ed Tang, PE
115 MacKenan Drive
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August 8, 2014

VHB Planning | Transportation | Land Development | Environmental

Table 5: Phase 1 Trip Generation Rates (Vehicle Trips)

AM Peak Hour Total Trips						
ITE Land Use Code	Use	Units	ITE MANUAL RATES*			
			ADT	AM Enter	AM Exit	AM Total
210	Single-Family Detached Housing	175 du	1,757	33	99	132
230	Townhome	127 du	792	11	52	63
		Total Trips	*2,549*	*44*	*151*	*195*

PM Peak Hour Total Trips						
ITE Land Use Code	Use	Units	ITE MANUAL RATES*			
			ADT	PM Enter	PM Exit	PM Total
210	Single-Family Detached Housing	175 du	1,757	110	64	174
230	Townhome	127 du	792	49	24	73
		Total Trips	*2,549*	*159*	*88*	*247*

* ITE Trip Generation, 9th Edition

Phase 1 Traffic Distribution and Assignment

The generated site trips were distributed in accordance with the existing traffic patterns and land uses in the vicinity of the study area as follows:

- US 64 to the west – 5%
- US 64 to the east – 70%
- NC 751 to the north – 10%
- New Hill Olive Chapel Road to the south – 10%
- Jenks Road to the east – 5%

The site trip percentages are depicted in Figure 6, with the resulting site trips shown in Figure 7.

Table 5: Phase 1 Trip Generation Rates (Vehicle Trips)

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ITE Land Use Code	Use	Units	ITE MANUAL RATES*			
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PM Peak Hour Total Trips						
ITE Land Use Code	Use	Units	ITE MANUAL RATES*			
			ADT	PM Enter	PM Exit	PM Total
210	Single-Family Detached Housing	175 du	1,757	110	64	174
230	Townhome	127 du	792	49	24	73
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Phase 1 Traffic Distribution and Assignment

The generated site trips were distributed in accordance with the existing traffic patterns and land uses in the vicinity of the study area as follows:

- US 64 to the west – 5%
- US 64 to the east – 70%
- NC 751 to the north – 10%
- New Hill Olive Chapel Road to the south – 10%
- Jenks Road to the east – 5%

The site trip percentages are depicted in Figure 6, with the resulting site trips shown in Figure 7.

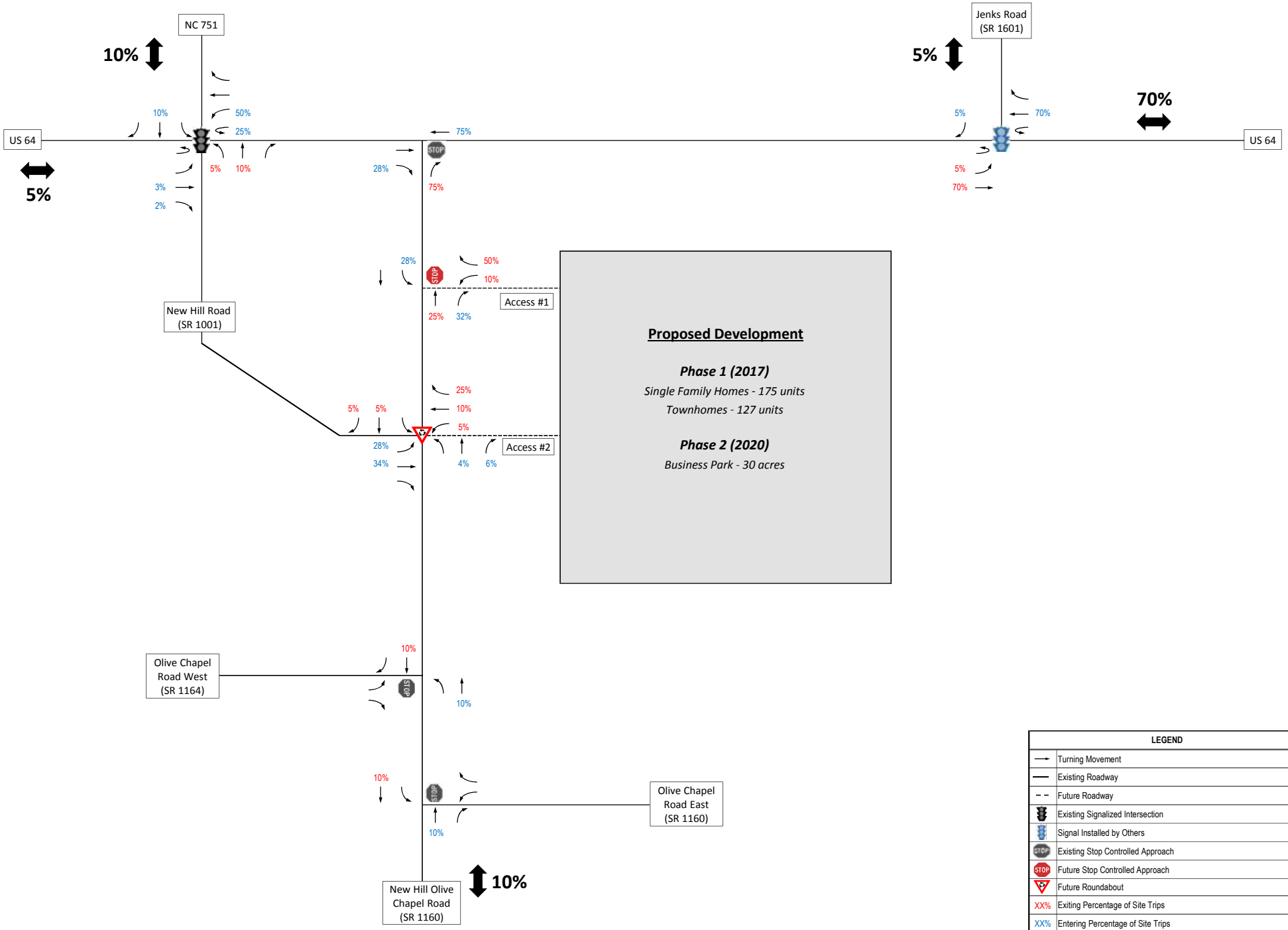

Figure
Phase 1 AM and PM Peak Hour Dire ution Percentages

Deer Creek PUD
Apex, NC

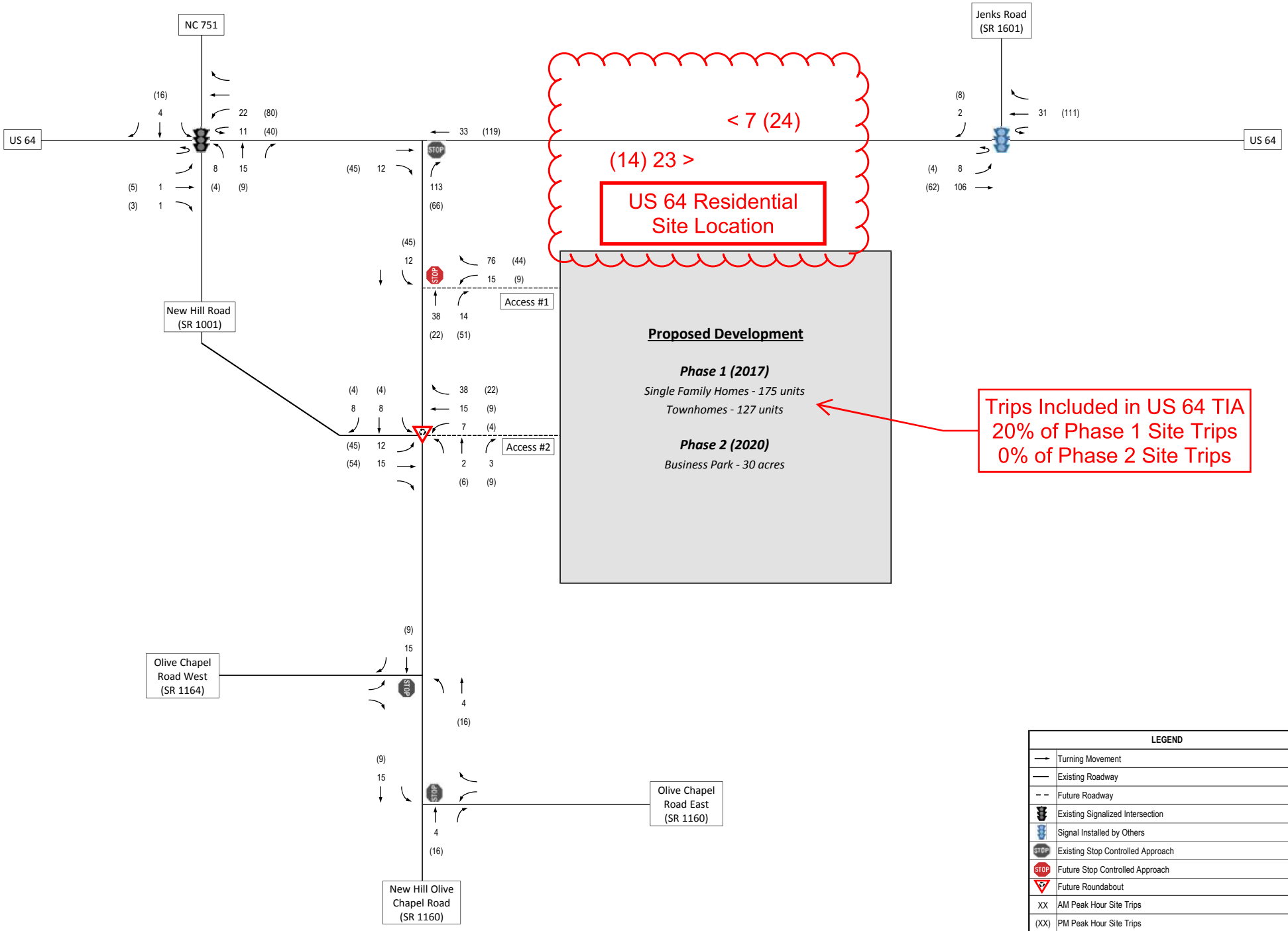

Figure
Phase 1 AM and PM Pe Trips

Deer Creek PUD
Apex, NC

Appendix D:
Trip Generation

US 64 Residential

Table 1 - Trip Generation (ITE 10th Edition)

Land Use	Intensity	Daily	AM Peak Hour			PM Peak Hour		
		Total	Total	In	Out	Total	In	Out
221 Multifamily Housing (Mid-Rise)	400 d.u.	2,178	133	35	98	168	102	66

Appendix E:
Intersection Spreadsheets

INTERSECTION ANALYSIS SHEET

Project:	**US 64 Residential**
Location:	**Apex NC**
Scenario:	**With RI/RO Site Driveway**
Ct. Date	**December 1, 2020**
N/S Street:	**Pinefield Road**
E/W Street:	**US 64**

	AM In	AM Out	PM In	PM Out
Net New Trips:	35	98	102	66
Pass-By Trips:	0	0	0	0

Annual Growth Rate:	3.0%	**Existing Year:**	2021
Growth Factor:	0.092727	**Buildout Year:**	2024

AM PEAK HOUR
AM PHF = 0.95

Description	US 64 **Eastbound** U-Turn	Left	Through	Right	US 64 **Westbound** U-Turn	Through	Right	**Northbound** Left	Through	Right	Pinefield Road **Southbound** Left	Through	Right
2020 Traffic Count	0	0	977	0	0	853	0	0	0	0	1	0	0
25% COVID-19 Factoring	0	0	244	0	0	213	0	0	0	0	0	0	0
2021 Existing Traffic	0	0	1221	0	0	1066	0	0	0	0	1	0	0
Growth Factor (0.03 per year)	0.093	0.093	0.093	0.093	0.093	0.093	0.093	0.093	0.093	0.093	0.093	0.093	0.093
2024 Background Growth	0	0	113	0	0	99	0	0	0	0	0	0	0
Committed Projects													
Sweetwater (15% res. + 100% comm.)	0	0	46	0	0	33	0	0	0	0	0	0	0
Smith Farm (25% residential)	0	0	6	0	0	19	0	0	0	0	0	0	0
Deer Creek (20% residential)	0	0	23	0	0	7	0	0	0	0	0	0	0
Total Committed Traffic	0	0	75	0	0	59	0	0	0	0	0	0	0
2024 Background Traffic	0	0	1409	0	0	1224	0	0	0	0	1	0	0
Project Traffic													
Percent Assignment Inbound	0%	0%	20%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Inbound Project Traffic	0	0	7	0	0	0	0	0	0	0	0	0	0
Percent Assignment Outbound	0%	0%	0%	0%	0%	20%	0%	0%	0%	0%	0%	0%	0%
Outbound Project Traffic	0	0	0	0	0	20	0	0	0	0	0	0	0
Total Project Traffic	0	0	7	0	0	20	0	0	0	0	0	0	0
2024 Buildout Total	0	0	1416	0	0	1244	0	0	0	0	1	0	0
Percent Impact (Approach)			0.5%			1.6%			-			0.0%	

Overall Percent Impact 1.0%

PM PEAK HOUR
PM PHF = 0.94

Description	US 64 **Eastbound** U-Turn	Left	Through	Right	US 64 **Westbound** U-Turn	Through	Right	**Northbound** Left	Through	Right	Pinefield Road **Southbound** Left	Through	Right
2020 Traffic Count	2	2	1047	0	2	1240	1	0	0	0	2	0	2
25% COVID-19 Factoring	1	1	262	0	1	310	0	0	0	0	1	0	1
2021 Existing Traffic	3	3	1309	0	3	1550	1	0	0	0	3	0	3
Growth Factor (0.03 per year)	0.093	0.093	0.093	0.093	0.093	0.093	0.093	0.093	0.093	0.093	0.093	0.093	0.093
2024 Background Growth	0	0	121	0	0	144	0	0	0	0	0	0	0
Committed Projects													
Sweetwater (15% res. + 100% comm.)	0	0	57	0	0	62	0	0	0	0	0	0	0
Smith Farm (25% residential)	0	0	20	0	0	11	0	0	0	0	0	0	0
Deer Creek (20% residential)	0	0	13	0	0	24	0	0	0	0	0	0	0
Total Committed Traffic	0	0	90	0	0	97	0	0	0	0	0	0	0
2024 Background Traffic	3	3	1520	0	3	1791	1	0	0	0	3	0	3
Superstreet Diversion	0	0	0	0	7	0	0	0	0	0	0	0	0
Project Traffic													
Percent Assignment Inbound	0%	0%	20%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Inbound Project Traffic	0	0	20	0	0	0	0	0	0	0	0	0	0
Percent Assignment Outbound	0%	0%	0%	0%	0%	20%	0%	0%	0%	0%	0%	0%	0%
Outbound Project Traffic	0	0	0	0	0	13	0	0	0	0	0	0	0
Total Project Traffic	0	0	20	0	0	13	0	0	0	0	0	0	0
2024 Buildout Total	3	3	1540	0	10	1804	1	0	0	0	3	0	3
Percent Impact (Approach)			1.3%			0.7%			-			0.0%	

Overall Percent Impact 1.0%

INTERSECTION ANALYSIS SHEET

Project:	**US 64 Residential**
Location:	**Apex NC**
Scenario:	**With RI/RO Site Driveway**
Ct. Date	**December 1, 2020**
N/S Street:	**Flying Hawk Road/Site Access Road**
E/W Street:	**US 64**

	AM In	**AM Out**	**PM In**	**PM Out**
Net New Trips:	35	98	102	66
Pass-By Trips:	0	0	0	0

Annual Growth Rate:	3.0%	**Existing Year:**	2021
Growth Factor:	0.092727	**Buildout Year:**	2024

AM PEAK HOUR
AM PHF = 0.93

Description	US 64 Eastbound				US 64 Westbound				Site Access Road Northbound			Flying Hawk Road Southbound		
	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	Left	Through	Right	Left	Through	Right
2020 Traffic Count	1	1	977	0	1	0	849	1	0	0	0	0	0	0
25% COVID-19 Factoring	0	0	244	0	0	0	212	0	0	0	0	0	0	0
2021 Existing Traffic	1	1	1221	0	1	0	1061	1	0	0	0	0	0	0
Growth Factor (0.03 per year)	0.093	0.093	0.093	0.093	0.093	0.093	0.093	0.093	0.093	0.093	0.093	0.093	0.093	0.093
2024 Background Growth	0	0	113	0	0	0	98	0	0	0	0	0	0	0
Committed Projects														
Sweetwater (15% res. + 100% comm.)	0	0	46	0	0	0	33	0	0	0	0	0	0	0
Smith Farm (25% residential)	0	0	6	0	0	0	19	0	0	0	0	0	0	0
Deer Creek (20% residential)	0	0	23	0	0	0	7	0	0	0	0	0	0	0
Total Committed Traffic	0	0	75	0	0	0	59	0	0	0	0	0	0	0
2024 Background Traffic	1	1	1409	0	1	0	1218	1	0	0	0	0	0	0
Project Traffic														
Percent Assignment Inbound	0%	0%	0%	5%	0%	80%	0%	0%	0%	0%	0%	0%	0%	0%
Inbound Project Traffic	0	0	0	2	0	28	0	0	0	0	0	0	0	0
Percent Assignment Outbound	15%	0%	25%	0%	0%	0%	5%	0%	0%	0%	60%	0%	0%	0%
Outbound Project Traffic	15	0	25	0	0	0	5	0	0	0	59	0	0	0
Total Project Traffic	15	0	25	2	0	28	5	0	0	0	59	0	0	0
2024 Buildout Total	16	1	1434	2	1	28	1223	1	0	0	59	0	0	0
Percent Impact (Approach)			2.9%				2.6%			100.0%			-	
Overall Percent Impact	4.8%													

PM PEAK HOUR
PM PHF = 0.95

Description	US 64 Eastbound				US 64 Westbound				Site Access Road Northbound			Flying Hawk Road Southbound		
	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	Left	Through	Right	Left	Through	Right
2020 Traffic Count	0	3	1045	0	3	0	1257	3	0	0	0	5	0	3
25% COVID-19 Factoring	0	1	261	0	1	0	314	1	0	0	0	1	0	1
2021 Existing Traffic	0	4	1306	0	4	0	1571	4	0	0	0	6	0	4
Growth Factor (0.03 per year)	0.093	0.093	0.093	0.093	0.093	0.093	0.093	0.093	0.093	0.093	0.093	0.093	0.093	0.093
2024 Background Growth	0	0	121	0	0	0	146	0	0	0	0	1	0	0
Committed Projects														
Sweetwater (15% res. + 100% comm.)	0	0	57	0	0	0	62	0	0	0	0	0	0	0
Smith Farm (25% residential)	0	0	20	0	0	0	11	0	0	0	0	0	0	0
Deer Creek (20% residential)	0	0	13	0	0	0	24	0	0	0	0	0	0	0
Total Committed Traffic	0	0	90	0	0	0	97	0	0	0	0	0	0	0
2024 Background Traffic	0	4	1517	0	4	0	1814	4	0	0	0	7	0	4
Superstreet Diversion	0	0	7	0	0	0	0	0	0	0	0	-7	0	7
Project Traffic														
Percent Assignment Inbound	0%	0%	0%	5%	0%	80%	0%	0%	0%	0%	0%	0%	0%	0%
Inbound Project Traffic	0	0	0	5	0	82	0	0	0	0	0	0	0	0
Percent Assignment Outbound	15%	0%	25%	0%	0%	0%	5%	0%	0%	0%	60%	0%	0%	0%
Outbound Project Traffic	10	0	17	0	0	0	3	0	0	0	40	0	0	0
Total Project Traffic	10	0	17	5	0	82	3	0	0	0	40	0	0	0
2024 Buildout Total	10	4	1541	5	4	82	1817	4	0	0	40	0	0	11
Percent Impact (Approach)			2.1%				4.5%			100.0%			0.0%	
Overall Percent Impact	4.5%													

INTERSECTION ANALYSIS SHEET

Project:	**US 64 Residential**
Location:	**Apex NC**
Scenario:	**With RI/RO Site Driveway**
Ct. Date	**January 26, 2021**
N/S Street:	**Goodwin Road**
E/W Street:	**US 64**

	AM In	**AM Out**	**PM In**	**PM Out**
Net New Trips:	35	98	102	66
Pass-By Trips:	0	0	0	0

Annual Growth Rate:	3.0%	**Existing Year:**	2021
Growth Factor:	0.092727	**Buildout Year:**	2024

AM PEAK HOUR
AM PHF = 0.95

Description	US 64 **Eastbound** U-Turn	Left	Through	Right	US 64 **Westbound** U-Turn	Through	Right	**Northbound** Left	Through	Right	Goodwin Road **Southbound** Left	Through	Right
2021 Traffic Count	0	0	980	0	7	803	1	0	0	0	1	0	1
25% COVID-19 Factoring	0	0	245	0	2	201	0	0	0	0	0	0	0
Volume Balancing	0	0	0	0	0	61	0	0	0	0	0	0	0
2021 Existing Traffic	0	0	1225	0	9	1065	1	0	0	0	1	0	1
Growth Factor (0.03 per year)	0.093	0.093	0.093	0.093	0.093	0.093	0.093	0.093	0.093	0.093	0.093	0.093	0.093
2024 Background Growth	0	0	114	0	1	99	0	0	0	0	0	0	0
Committed Projects													
Sweetwater (15% res. + 100% comm.)	0	0	46	0	0	33	0	0	0	0	0	0	0
Smith Farm (25% residential)	0	0	6	0	0	19	0	0	0	0	0	0	0
Deer Creek (20% residential)	0	0	23	0	0	7	0	0	0	0	0	0	0
Total Committed Traffic	0	0	75	0	0	59	0	0	0	0	0	0	0
2024 Background Traffic	0	0	1414	0	10	1223	1	0	0	0	1	0	1
Project Traffic													
Percent Assignment Inbound	0%	0%	0%	0%	0%	80%	0%	0%	0%	0%	0%	0%	0%
Inbound Project Traffic	0	0	0	0	0	28	0	0	0	0	0	0	0
Percent Assignment Outbound	5%	0%	80%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Outbound Project Traffic	5	0	78	0	0	0	0	0	0	0	0	0	0
Total Project Traffic	5	0	78	0	0	28	0	0	0	0	0	0	0
2024 Buildout Total	5	0	1492	0	10	1251	1	0	0	0	1	0	1
Percent Impact (Approach)			5.5%			2.2%			-			0.0%	
Overall Percent Impact	4.0%												

PM PEAK HOUR
PM PHF = 0.98

Description	US 64 **Eastbound** U-Turn	Left	Through	Right	US 64 **Westbound** U-Turn	Through	Right	**Northbound** Left	Through	Right	Goodwin Road **Southbound** Left	Through	Right
2021 Traffic Count	1	0	919	0	6	1098	1	0	0	0	0	0	0
25% COVID-19 Factoring	0	0	230	0	2	275	0	0	0	0	0	0	0
Volume Balancing	0	0	159	0	0	198	0	0	0	0	0	0	0
2021 Existing Traffic	1	0	1308	0	8	1571	1	0	0	0	0	0	0
Growth Factor (0.03 per year)	0.093	0.093	0.093	0.093	0.093	0.093	0.093	0.093	0.093	0.093	0.093	0.093	0.093
2024 Background Growth	0	0	121	0	1	146	0	0	0	0	0	0	0
Committed Projects													
Sweetwater (15% res. + 100% comm.)	0	0	57	0	0	62	0	0	0	0	0	0	0
Smith Farm (25% residential)	0	0	20	0	0	11	0	0	0	0	0	0	0
Deer Creek (20% residential)	0	0	13	0	0	24	0	0	0	0	0	0	0
Total Committed Traffic	0	0	90	0	0	97	0	0	0	0	0	0	0
2024 Background Traffic	1	0	1519	0	9	1814	1	0	0	0	0	0	0
Project Traffic													
Percent Assignment Inbound	0%	0%	0%	0%	0%	80%	0%	0%	0%	0%	0%	0%	0%
Inbound Project Traffic	0	0	0	0	0	82	0	0	0	0	0	0	0
Percent Assignment Outbound	5%	0%	80%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Outbound Project Traffic	3	0	53	0	0	0	0	0	0	0	0	0	0
Total Project Traffic	3	0	53	0	0	82	0	0	0	0	0	0	0
2024 Buildout Total	4	0	1572	0	9	1896	1	0	0	0	0	0	0
Percent Impact (Approach)			3.6%			4.3%			-			-	
Overall Percent Impact	4.0%												

INTERSECTION ANALYSIS SHEET

Project:	**US 64 Residential**
Location:	**Apex NC**
Scenario:	**With RI/RO Site Driveway**
Ct. Date	**Balanced with Flying Hawk Road (Int. #2)**
N/S Street:	**RI/RO Site Driveway**
E/W Street:	**US 64**

	AM In	**AM Out**	**PM In**	**PM Out**
Net New Trips:	35	98	102	66
Pass-By Trips:	0	0	0	0

Annual Growth Rate:	3.0%	**Existing Year:**	2021
Growth Factor:	0.092727	**Buildout Year:**	2024

AM PEAK HOUR
AM PHF =

Description	US 64 **Eastbound** Left	Through	Right	US 64 **Westbound** Left	Through	Right	RI/RO Site Driveway **Northbound** Left	Through	Right	**Southbound** Left	Through	Right
2020 Traffic Count	0	0	0	0	0	0	0	0	0	0	0	0
Count Balancing	0	1223	0	0	1062	0	0	0	0	0	0	0
2021 Existing Traffic	0	1223	0	0	1062	0	0	0	0	0	0	0
Growth Factor (0.03 per year)	0.093	0.093	0.093	0.093	0.093	0.093	0.093	0.093	0.093	0.093	0.093	0.093
2024 Background Growth	0	113	0	0	98	0	0	0	0	0	0	0
Committed Projects												
Sweetwater (15% res. + 100% comm.)	0	46	0	0	33	0	0	0	0	0	0	0
Smith Farm (25% residential)	0	6	0	0	19	0	0	0	0	0	0	0
Deer Creek (20% residential)	0	23	0	0	7	0	0	0	0	0	0	0
Total Committed Traffic	0	75	0	0	59	0	0	0	0	0	0	0
2024 Background Traffic	0	1411	0	0	1219	0	0	0	0	0	0	0
Project Traffic												
Percent Assignment Inbound	0%	5%	15%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Inbound Project Traffic	0	2	5	0	0	0	0	0	0	0	0	0
Percent Assignment Outbound	0%	0%	0%	0%	20%	0%	0%	0%	40%	0%	0%	0%
Outbound Project Traffic	0	0	0	0	20	0	0	0	39	0	0	0
Total Project Traffic	0	2	5	0	20	0	0	0	39	0	0	0
2024 Buildout Total	0	1413	5	0	1239	0	0	0	39	0	0	0
Percent Impact (Approach)		0.5%			1.6%			100.0%			-	

Overall Percent Impact 2.4%

PM PEAK HOUR
PM PHF =

Description	US 64 **Eastbound** Left	Through	Right	US 64 **Westbound** Left	Through	Right	RI/RO Site Driveway **Northbound** Left	Through	Right	**Southbound** Left	Through	Right
2020 Traffic Count	0	0	0	0	0	0	0	0	0	0	0	0
Count Balancing	0	1310	0	0	1575	0	0	0	0	0	0	0
2021 Existing Traffic	0	1310	0	0	1575	0	0	0	0	0	0	0
Growth Factor (0.03 per year)	0.093	0.093	0.093	0.093	0.093	0.093	0.093	0.093	0.093	0.093	0.093	0.093
2024 Background Growth	0	121	0	0	146	0	0	0	0	0	0	0
Committed Projects												
Sweetwater (15% res. + 100% comm.)	0	57	0	0	62	0	0	0	0	0	0	0
Smith Farm (25% residential)	0	20	0	0	11	0	0	0	0	0	0	0
Deer Creek (20% residential)	0	13	0	0	24	0	0	0	0	0	0	0
Total Committed Traffic	0	90	0	0	97	0	0	0	0	0	0	0
2024 Background Traffic	0	1521	0	0	1818	0	0	0	0	0	0	0
Superstreet Diversion	0	7	0	0	7	0	0	0	0	0	0	0
Project Traffic												
Percent Assignment Inbound	0%	5%	15%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Inbound Project Traffic	0	5	15	0	0	0	0	0	0	0	0	0
Percent Assignment Outbound	0%	0%	0%	0%	20%	0%	0%	0%	40%	0%	0%	0%
Outbound Project Traffic	0	0	0	0	13	0	0	0	26	0	0	0
Total Project Traffic	0	5	15	0	13	0	0	0	26	0	0	0
2024 Buildout Total	0	1533	15	0	1838	0	0	0	26	0	0	0
Percent Impact (Approach)		1.3%			0.7%			100.0%			-	

Overall Percent Impact 1.7%

INTERSECTION ANALYSIS SHEET

Project:	**US 64 Residential**
Location:	**Apex NC**
Scenario:	**No RI/RO Site Driveway**
Ct. Date	**December 1, 2020**
N/S Street:	**Pinefield Road**
E/W Street:	**US 64**

	AM In	AM Out	PM In	PM Out
Net New Trips:	35	98	102	66
Pass-By Trips:	0	0	0	0

Annual Growth Rate:	3.0%	**Existing Year:**	2021
Growth Factor:	0.092727	**Buildout Year:**	2024

AM PEAK HOUR
AM PHF = 0.95

Description	US 64 **Eastbound** U-Turn	Left	Through	Right	US 64 **Westbound** U-Turn	Through	Right	**Northbound** Left	Through	Right	Pinefield Road **Southbound** Left	Through	Right
2020 Traffic Count	0	0	977	0	0	853	0	0	0	0	1	0	0
25% COVID-19 Factoring	0	0	244	0	0	213	0	0	0	0	0	0	0
2021 Existing Traffic	0	0	1221	0	0	1066	0	0	0	0	1	0	0
Growth Factor (0.03 per year)	0.093	0.093	0.093	0.093	0.093	0.093	0.093	0.093	0.093	0.093	0.093	0.093	0.093
2024 Background Growth	0	0	113	0	0	99	0	0	0	0	0	0	0
Committed Projects													
Sweetwater (15% res. + 100% comm.)	0	0	46	0	0	33	0	0	0	0	0	0	0
Smith Farm (25% residential)	0	0	6	0	0	19	0	0	0	0	0	0	0
Deer Creek (20% residential)	0	0	23	0	0	7	0	0	0	0	0	0	0
Total Committed Traffic	0	0	75	0	0	59	0	0	0	0	0	0	0
2024 Background Traffic	0	0	1409	0	0	1224	0	0	0	0	1	0	0
Project Traffic													
Percent Assignment Inbound	0%	0%	20%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Inbound Project Traffic	0	0	7	0	0	0	0	0	0	0	0	0	0
Percent Assignment Outbound	0%	0%	0%	0%	0%	20%	0%	0%	0%	0%	0%	0%	0%
Outbound Project Traffic	0	0	0	0	0	20	0	0	0	0	0	0	0
Total Project Traffic	0	0	7	0	0	20	0	0	0	0	0	0	0
2024 Buildout Total	0	0	1416	0	0	1244	0	0	0	0	1	0	0
Percent Impact (Approach)			0.5%			1.6%			-			0.0%	

Overall Percent Impact 1.0%

PM PEAK HOUR
PM PHF = 0.94

Description	US 64 **Eastbound** U-Turn	Left	Through	Right	US 64 **Westbound** U-Turn	Through	Right	**Northbound** Left	Through	Right	Pinefield Road **Southbound** Left	Through	Right
2020 Traffic Count	2	2	1047	0	2	1240	1	0	0	0	2	0	2
25% COVID-19 Factoring	1	1	262	0	1	310	0	0	0	0	1	0	1
2021 Existing Traffic	3	3	1309	0	3	1550	1	0	0	0	3	0	3
Growth Factor (0.03 per year)	0.093	0.093	0.093	0.093	0.093	0.093	0.093	0.093	0.093	0.093	0.093	0.093	0.093
2024 Background Growth	0	0	121	0	0	144	0	0	0	0	0	0	0
Committed Projects													
Sweetwater (15% res. + 100% comm.)	0	0	57	0	0	62	0	0	0	0	0	0	0
Smith Farm (25% residential)	0	0	20	0	0	11	0	0	0	0	0	0	0
Deer Creek (20% residential)	0	0	13	0	0	24	0	0	0	0	0	0	0
Total Committed Traffic	0	0	90	0	0	97	0	0	0	0	0	0	0
2024 Background Traffic	3	3	1520	0	3	1791	1	0	0	0	3	0	3
Superstreet Diversion	0	0	0	0	7	0	0	0	0	0	0	0	0
Project Traffic													
Percent Assignment Inbound	0%	0%	20%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Inbound Project Traffic	0	0	20	0	0	0	0	0	0	0	0	0	0
Percent Assignment Outbound	0%	0%	0%	0%	0%	20%	0%	0%	0%	0%	0%	0%	0%
Outbound Project Traffic	0	0	0	0	0	13	0	0	0	0	0	0	0
Total Project Traffic	0	0	20	0	0	13	0	0	0	0	0	0	0
2024 Buildout Total	3	3	1540	0	10	1804	1	0	0	0	3	0	3
Percent Impact (Approach)			1.3%			0.7%			-			0.0%	

Overall Percent Impact 1.0%

INTERSECTION ANALYSIS SHEET

Project:	**US 64 Residential**
Location:	**Apex NC**
Scenario:	**No RI/RO Site Driveway**
Ct. Date	**December 1, 2020**
N/S Street:	**Flying Hawk Road/Site Access Road**
E/W Street:	**US 64**

	AM In	**AM Out**	**PM In**	**PM Out**
Net New Trips:	35	98	102	66
Pass-By Trips:	0	0	0	0

Annual Growth Rate:	3.0%	**Existing Year:**	2021
Growth Factor:	0.092727	**Buildout Year:**	2024

AM PEAK HOUR
AM PHF = 0.93

Description	US 64 Eastbound U-Turn	Left	Through	Right	US 64 Westbound U-Turn	Left	Through	Right	Site Access Road Northbound Left	Through	Right	Flying Hawk Road Southbound Left	Through	Right
2020 Traffic Count	1	1	977	0	1	0	849	1	0	0	0	0	0	0
25% COVID-19 Factoring	0	0	244	0	0	0	212	0	0	0	0	0	0	0
2021 Existing Traffic	1	1	1221	0	1	0	1061	1	0	0	0	0	0	0
Growth Factor (0.03 per year)	0.093	0.093	0.093	0.093	0.093	0.093	0.093	0.093	0.093	0.093	0.093	0.093	0.093	0.093
2024 Background Growth	0	0	113	0	0	0	98	0	0	0	0	0	0	0
Committed Projects														
Sweetwater (15% res. + 100% comm.)	0	0	46	0	0	0	33	0	0	0	0	0	0	0
Smith Farm (25% residential)	0	0	6	0	0	0	19	0	0	0	0	0	0	0
Deer Creek (20% residential)	0	0	23	0	0	0	7	0	0	0	0	0	0	0
Total Committed Traffic	0	0	75	0	0	0	59	0	0	0	0	0	0	0
2024 Background Traffic	1	1	1409	0	1	0	1218	1	0	0	0	0	0	0
Project Traffic														
Percent Assignment Inbound	0%	0%	0%	20%	0%	80%	0%	0%	0%	0%	0%	0%	0%	0%
Inbound Project Traffic	0	0	0	7	0	28	0	0	0	0	0	0	0	0
Percent Assignment Outbound	0%	0%	0%	0%	0%	0%	20%	0%	0%	0%	100%	0%	0%	0%
Outbound Project Traffic	0	0	0	0	0	0	20	0	0	0	98	0	0	0
Total Project Traffic	0	0	0	7	0	28	20	0	0	0	98	0	0	0
2024 Buildout Total	1	1	1409	7	1	28	1238	1	0	0	98	0	0	0
Percent Impact (Approach)			0.5%				3.8%			100.0%			-	

Overall Percent Impact 5.5%

PM PEAK HOUR
PM PHF = 0.95

Description	US 64 Eastbound U-Turn	Left	Through	Right	US 64 Westbound U-Turn	Left	Through	Right	Site Access Road Northbound Left	Through	Right	Flying Hawk Road Southbound Left	Through	Right
2020 Traffic Count	0	3	1045	0	3	0	1257	3	0	0	0	5	0	3
25% COVID-19 Factoring	0	1	261	0	1	0	314	1	0	0	0	1	0	1
2021 Existing Traffic	0	4	1306	0	4	0	1571	4	0	0	0	6	0	4
Growth Factor (0.03 per year)	0.093	0.093	0.093	0.093	0.093	0.093	0.093	0.093	0.093	0.093	0.093	0.093	0.093	0.093
2024 Background Growth	0	0	121	0	0	0	146	0	0	0	0	1	0	0
Committed Projects														
Sweetwater (15% res. + 100% comm.)	0	0	57	0	0	0	62	0	0	0	0	0	0	0
Smith Farm (25% residential)	0	0	20	0	0	0	11	0	0	0	0	0	0	0
Deer Creek (20% residential)	0	0	13	0	0	0	24	0	0	0	0	0	0	0
Total Committed Traffic	0	0	90	0	0	0	97	0	0	0	0	0	0	0
2024 Background Traffic	0	4	1517	0	4	0	1814	4	0	0	0	7	0	4
Superstreet Diversion	0	0	7	0	0	0	0	0	0	0	0	-7	0	7
Project Traffic														
Percent Assignment Inbound	0%	0%	0%	20%	0%	80%	0%	0%	0%	0%	0%	0%	0%	0%
Inbound Project Traffic	0	0	0	20	0	82	0	0	0	0	0	0	0	0
Percent Assignment Outbound	0%	0%	0%	0%	0%	0%	20%	0%	0%	0%	100%	0%	0%	0%
Outbound Project Traffic	0	0	0	0	0	0	13	0	0	0	66	0	0	0
Total Project Traffic	0	0	0	20	0	82	13	0	0	0	66	0	0	0
2024 Buildout Total	0	4	1524	20	4	82	1827	4	0	0	66	0	0	11
Percent Impact (Approach)			1.3%				5.0%			100.0%			0.0%	

Overall Percent Impact 5.1%

k:\ral_tpto_traffic\013329004 us 64 residential\t4 - analysis\400 unit scenario\[us 64 residential (no riro drwy) - tia data - trip gen 10.xls]int. #2 *4/22/21*

INTERSECTION ANALYSIS SHEET

Project:	**US 64 Residential**
Location:	**Apex NC**
Scenario:	**No RI/RO Site Driveway**
Ct. Date	**January 26, 2021**
N/S Street:	**Goodwin Road**
E/W Street:	**US 64**

	AM In	AM Out	PM In	PM Out
Net New Trips:	35	98	102	66
Pass-By Trips:	0	0	0	0

Annual Growth Rate:	3.0%	**Existing Year:**	2021
Growth Factor:	0.092727	**Buildout Year:**	2024

AM PEAK HOUR
AM PHF = 0.95

Description	US 64 **Eastbound** U-Turn	Left	Through	Right	US 64 **Westbound** U-Turn	Through	Right	**Northbound** Left	Through	Right	Goodwin Road **Southbound** Left	Through	Right
2021 Traffic Count	0	0	980	0	7	803	1	0	0	0	1	0	1
25% COVID-19 Factoring	0	0	245	0	2	201	0	0	0	0	0	0	0
Volume Balancing	0	0	0	0	0	61	0	0	0	0	0	0	0
2021 Existing Traffic	0	0	1225	0	9	1065	1	0	0	0	1	0	1
Growth Factor (0.03 per year)	0.093	0.093	0.093	0.093	0.093	0.093	0.093	0.093	0.093	0.093	0.093	0.093	0.093
2024 Background Growth	0	0	114	0	1	99	0	0	0	0	0	0	0
Committed Projects													
Sweetwater (15% res. + 100% comm.)	0	0	46	0	0	33	0	0	0	0	0	0	0
Smith Farm (25% residential)	0	0	6	0	0	19	0	0	0	0	0	0	0
Deer Creek (20% residential)	0	0	23	0	0	7	0	0	0	0	0	0	0
Total Committed Traffic	0	0	75	0	0	59	0	0	0	0	0	0	0
2024 Background Traffic	0	0	1414	0	10	1223	1	0	0	0	1	0	1
Project Traffic													
Percent Assignment Inbound	0%	0%	0%	0%	0%	80%	0%	0%	0%	0%	0%	0%	0%
Inbound Project Traffic	0	0	0	0	0	28	0	0	0	0	0	0	0
Percent Assignment Outbound	20%	0%	80%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Outbound Project Traffic	20	0	78	0	0	0	0	0	0	0	0	0	0
Total Project Traffic	20	0	78	0	0	28	0	0	0	0	0	0	0
2024 Buildout Total	20	0	1492	0	10	1251	1	0	0	0	1	0	1
Percent Impact (Approach)			6.5%			2.2%			-			0.0%	
Overall Percent Impact	4.5%												

PM PEAK HOUR
PM PHF = 0.98

Description	US 64 **Eastbound** U-Turn	Left	Through	Right	US 64 **Westbound** U-Turn	Through	Right	**Northbound** Left	Through	Right	Goodwin Road **Southbound** Left	Through	Right
2021 Traffic Count	1	0	919	0	6	1098	1	0	0	0	0	0	0
25% COVID-19 Factoring	0	0	230	0	2	275	0	0	0	0	0	0	0
Volume Balancing	0	0	159	0	0	198	0	0	0	0	0	0	0
2021 Existing Traffic	1	0	1308	0	8	1571	1	0	0	0	0	0	0
Growth Factor (0.03 per year)	0.093	0.093	0.093	0.093	0.093	0.093	0.093	0.093	0.093	0.093	0.093	0.093	0.093
2024 Background Growth	0	0	121	0	1	146	0	0	0	0	0	0	0
Committed Projects													
Sweetwater (15% res. + 100% comm.)	0	0	57	0	0	62	0	0	0	0	0	0	0
Smith Farm (25% residential)	0	0	20	0	0	11	0	0	0	0	0	0	0
Deer Creek (20% residential)	0	0	13	0	0	24	0	0	0	0	0	0	0
Total Committed Traffic	0	0	90	0	0	97	0	0	0	0	0	0	0
2024 Background Traffic	1	0	1519	0	9	1814	1	0	0	0	0	0	0
Project Traffic													
Percent Assignment Inbound	0%	0%	0%	0%	0%	80%	0%	0%	0%	0%	0%	0%	0%
Inbound Project Traffic	0	0	0	0	0	82	0	0	0	0	0	0	0
Percent Assignment Outbound	20%	0%	80%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Outbound Project Traffic	13	0	53	0	0	0	0	0	0	0	0	0	0
Total Project Traffic	13	0	53	0	0	82	0	0	0	0	0	0	0
2024 Buildout Total	14	0	1572	0	9	1896	1	0	0	0	0	0	0
Percent Impact (Approach)			4.2%			4.3%			-			-	
Overall Percent Impact	4.2%												

Appendix F:
Synchro Output:
Existing (2021)

Lane Group	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations							
Traffic Volume (vph)	4	1221	4	1066	4	4	4
Future Volume (vph)	4	1221	4	1066	4	4	4
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	350		350		50	0	0
Storage Lanes	1		1		1	1	0
Taper Length (ft)	200		200			25	
Satd. Flow (prot)	1687	3374	1656	3312	1482	1694	0
Flt Permitted	0.950		0.950			0.976	
Satd. Flow (perm)	1687	3374	1656	3312	1482	1694	0
Link Speed (mph)		55		55		25	
Link Distance (ft)		1522		1461		593	
Travel Time (s)		18.9		18.1		16.2	
Confl. Bikes (#/hr)					1		1
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Heavy Vehicles (%)	7%	7%	9%	9%	9%	2%	2%
Shared Lane Traffic (%)							
Lane Group Flow (vph)	4	1285	4	1122	4	8	0
Sign Control		Free		Free		Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 43.8%		ICU Level of Service A	
Analysis Period (min) 15			

Intersection	
Int Delay, s/veh	0.2

Movement	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations							
Traffic Vol, veh/h	4	1221	4	1066	4	4	4
Future Vol, veh/h	4	1221	4	1066	4	4	4
Conflicting Peds, #/hr	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	-	None	-	None
Storage Length	350	-	350	-	50	0	-
Veh in Median Storage, #	-	0	-	0	-	0	-
Grade, %	-	0	-	0	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95
Heavy Vehicles, %	7	7	9	9	9	2	2
Mvmt Flow	4	1285	4	1122	4	4	4

Major/Minor	Major1		Major2			Minor2	
Conflicting Flow All	1126	0	1285	-	0	1781	561
Stage 1	-	-	-	-	-	1130	-
Stage 2	-	-	-	-	-	651	-
Critical Hdwy	4.24	-	6.58	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	-	5.84	-
Follow-up Hdwy	2.27	-	2.59	-	-	3.52	3.32
Pot Cap-1 Maneuver	588	-	203	-	-	73	471
Stage 1	-	-	-	-	-	270	-
Stage 2	-	-	-	-	-	481	-
Platoon blocked, %		-		-	-		
Mov Cap-1 Maneuver	588	-	203	-	-	71	471
Mov Cap-2 Maneuver	-	-	-	-	-	71	-
Stage 1	-	-	-	-	-	268	-
Stage 2	-	-	-	-	-	471	-

Approach	EB	WB	SB
HCM Control Delay, s	0	0.1	36.4
HCM LOS			E

Minor Lane/Major Mvmt	EBL	EBT	WBU	WBT	WBR	SBLn1
Capacity (veh/h)	588	-	203	-	-	123
HCM Lane V/C Ratio	0.007	-	0.021	-	-	0.068
HCM Control Delay (s)	11.2	-	23.1	-	-	36.4
HCM Lane LOS	B	-	C	-	-	E
HCM 95th %tile Q(veh)	0	-	0.1	-	-	0.2

Lane Group	EBU	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations								
Traffic Volume (vph)	4	4	1221	4	1061	4	4	4
Future Volume (vph)	4	4	1221	4	1061	4	4	4
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)		350		300		65	0	0
Storage Lanes		1		1		1	1	0
Taper Length (ft)		200		225			25	
Satd. Flow (prot)	0	1727	3374	1641	3282	1468	1694	0
Flt Permitted		0.950		0.950			0.976	
Satd. Flow (perm)	0	1727	3374	1641	3282	1468	1694	0
Link Speed (mph)			55		55		25	
Link Distance (ft)			1461		2160		406	
Travel Time (s)			18.1		26.8		11.1	
Confl. Bikes (#/hr)						1		1
Peak Hour Factor	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93
Heavy Vehicles (%)	2%	7%	7%	10%	10%	10%	2%	2%
Shared Lane Traffic (%)								
Lane Group Flow (vph)	0	8	1313	4	1141	4	8	0
Sign Control			Free		Free		Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 43.8%		ICU Level of Service A	
Analysis Period (min) 15			

Intersection	
Int Delay, s/veh	0.2

Movement	EBU	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations								
Traffic Vol, veh/h	4	4	1221	4	1061	4	4	4
Future Vol, veh/h	4	4	1221	4	1061	4	4	4
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	None
Storage Length	-	350	-	300	-	65	0	-
Veh in Median Storage, #	-	-	0	-	0	-	0	-
Grade, %	-	-	0	-	0	-	0	-
Peak Hour Factor	93	93	93	93	93	93	93	93
Heavy Vehicles, %	2	7	7	10	10	10	2	2
Mvmt Flow	4	4	1313	4	1141	4	4	4

Major/Minor	Major1			Major2			Minor2	
Conflicting Flow All	1141	1145	0	1313	-	0	1822	571
Stage 1	-	-	-	-	-	-	1149	-
Stage 2	-	-	-	-	-	-	673	-
Critical Hdwy	6.44	4.24	-	6.6	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	-	-	5.84	-
Follow-up Hdwy	2.52	2.27	-	2.6	-	-	3.52	3.32
Pot Cap-1 Maneuver	269	578	-	193	-	-	69	464
Stage 1	-	-	-	-	-	-	264	-
Stage 2	-	-	-	-	-	-	468	-
Platoon blocked, %			-		-	-		
Mov Cap-1 Maneuver	365	365	-	193	-	-	66	464
Mov Cap-2 Maneuver	-	-	-	-	-	-	66	-
Stage 1	-	-	-	-	-	-	257	-
Stage 2	-	-	-	-	-	-	458	-

Approach	EB	WB	SB
HCM Control Delay, s	0.1	0.1	38.5
HCM LOS			E

Minor Lane/Major Mvmt	EBL	EBT	WBU	WBT	WBR	SBLn1
Capacity (veh/h)	365	-	193	-	-	116
HCM Lane V/C Ratio	0.024	-	0.022	-	-	0.074
HCM Control Delay (s)	15.1	-	24.1	-	-	38.5
HCM Lane LOS	C	-	C	-	-	E
HCM 95th %tile Q(veh)	0.1	-	0.1	-	-	0.2

Lane Group	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations							
Traffic Volume (vph)	4	1225	9	1065	4	4	4
Future Volume (vph)	4	1225	9	1065	4	4	4
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	350		325		60	0	0
Storage Lanes	1		1		1	1	0
Taper Length (ft)	200		225			25	
Satd. Flow (prot)	1687	3374	1687	3374	1509	1694	0
Flt Permitted	0.950		0.950			0.976	
Satd. Flow (perm)	1687	3374	1687	3374	1509	1694	0
Link Speed (mph)		55		55		25	
Link Distance (ft)		2160		1240		530	
Travel Time (s)		26.8		15.4		14.5	
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Heavy Vehicles (%)	7%	7%	7%	7%	7%	2%	2%
Shared Lane Traffic (%)							
Lane Group Flow (vph)	4	1289	9	1121	4	8	0
Sign Control		Free		Free		Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 43.9%		ICU Level of Service A	
Analysis Period (min) 15			

Intersection	
Int Delay, s/veh	0.2

Movement	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations							
Traffic Vol, veh/h	4	1225	9	1065	4	4	4
Future Vol, veh/h	4	1225	9	1065	4	4	4
Conflicting Peds, #/hr	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	-	None	-	None
Storage Length	350	-	325	-	60	0	-
Veh in Median Storage, #	-	0	-	0	-	0	-
Grade, %	-	0	-	0	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95
Heavy Vehicles, %	7	7	7	7	7	2	2
Mvmt Flow	4	1289	9	1121	4	4	4

Major/Minor	Major1		Major2			Minor2	
Conflicting Flow All	1125	0	1289	-	0	1792	561
Stage 1	-	-	-	-	-	1139	-
Stage 2	-	-	-	-	-	653	-
Critical Hdwy	4.24	-	6.54	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	-	5.84	-
Follow-up Hdwy	2.27	-	2.57	-	-	3.52	3.32
Pot Cap-1 Maneuver	589	-	206	-	-	72	471
Stage 1	-	-	-	-	-	267	-
Stage 2	-	-	-	-	-	480	-
Platoon blocked, %		-		-	-		
Mov Cap-1 Maneuver	589	-	206	-	-	68	471
Mov Cap-2 Maneuver	-	-	-	-	-	68	-
Stage 1	-	-	-	-	-	265	-
Stage 2	-	-	-	-	-	459	-

Approach	EB	WB	SB
HCM Control Delay, s	0	0.2	37.5
HCM LOS			E

Minor Lane/Major Mvmt	EBL	EBT	WBU	WBT	WBR	SBLn1
Capacity (veh/h)	589	-	206	-	-	119
HCM Lane V/C Ratio	0.007	-	0.046	-	-	0.071
HCM Control Delay (s)	11.2	-	23.3	-	-	37.5
HCM Lane LOS	B	-	C	-	-	E
HCM 95th %tile Q(veh)	0	-	0.1	-	-	0.2

Lane Group	EBU	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations								
Traffic Volume (vph)	4	4	1309	4	1550	4	4	4
Future Volume (vph)	4	4	1309	4	1550	4	4	4
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)		350		350		50	0	0
Storage Lanes		1		1		1	1	0
Taper Length (ft)		200		200			25	
Satd. Flow (prot)	0	1752	3471	1752	3505	1568	1694	0
Flt Permitted		0.950		0.950			0.976	
Satd. Flow (perm)	0	1752	3471	1752	3505	1568	1694	0
Link Speed (mph)			55		55		25	
Link Distance (ft)			1522		1461		593	
Travel Time (s)			18.9		18.1		16.2	
Confl. Bikes (#/hr)						1		1
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Heavy Vehicles (%)	2%	4%	4%	3%	3%	3%	2%	2%
Shared Lane Traffic (%)								
Lane Group Flow (vph)	0	8	1393	4	1649	4	8	0
Sign Control			Free		Free		Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 52.8%		ICU Level of Service A	
Analysis Period (min) 15			

Intersection	
Int Delay, s/veh	0.4

Movement	EBU	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations								
Traffic Vol, veh/h	4	4	1309	4	1550	4	4	4
Future Vol, veh/h	4	4	1309	4	1550	4	4	4
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	None
Storage Length	-	350	-	350	-	50	0	-
Veh in Median Storage, #	-	-	0	-	0	-	0	-
Grade, %	-	-	0	-	0	-	0	-
Peak Hour Factor	94	94	94	94	94	94	94	94
Heavy Vehicles, %	2	4	4	3	3	3	2	2
Mvmt Flow	4	4	1393	4	1649	4	4	4

Major/Minor	Major1			Major2			Minor2	
Conflicting Flow All	1649	1653	0	1393	-	0	2370	825
Stage 1	-	-	-	-	-	-	1657	-
Stage 2	-	-	-	-	-	-	713	-
Critical Hdwy	6.44	4.18	-	6.46	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	-	-	5.84	-
Follow-up Hdwy	2.52	2.24	-	2.53	-	-	3.52	3.32
Pot Cap-1 Maneuver	126	377	-	183	-	-	29	316
Stage 1	-	-	-	-	-	-	141	-
Stage 2	-	-	-	-	-	-	447	-
Platoon blocked, %			-		-	-		
Mov Cap-1 Maneuver	187	187	-	183	-	-	27	316
Mov Cap-2 Maneuver	-	-	-	-	-	-	27	-
Stage 1	-	-	-	-	-	-	134	-
Stage 2	-	-	-	-	-	-	437	-

Approach	EB	WB	SB
HCM Control Delay, s	0.2	0.1	91.2
HCM LOS			F

Minor Lane/Major Mvmt	EBL	EBT	WBU	WBT	WBR	SBLn1
Capacity (veh/h)	187	-	183	-	-	50
HCM Lane V/C Ratio	0.046	-	0.023	-	-	0.17
HCM Control Delay (s)	25.2	-	25.1	-	-	91.2
HCM Lane LOS	D	-	D	-	-	F
HCM 95th %tile Q(veh)	0.1	-	0.1	-	-	0.6

Lane Group	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations							
Traffic Volume (vph)	4	1306	4	1571	4	6	4
Future Volume (vph)	4	1306	4	1571	4	6	4
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	350		300		65	0	0
Storage Lanes	1		1		1	1	0
Taper Length (ft)	200		225			25	
Satd. Flow (prot)	1736	3471	1752	3505	1568	1711	0
Flt Permitted	0.950		0.950			0.971	
Satd. Flow (perm)	1736	3471	1752	3505	1568	1711	0
Link Speed (mph)		55		55		25	
Link Distance (ft)		1461		2160		406	
Travel Time (s)		18.1		26.8		11.1	
Confl. Bikes (#/hr)					1		1
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Heavy Vehicles (%)	4%	4%	3%	3%	3%	2%	2%
Shared Lane Traffic (%)							
Lane Group Flow (vph)	4	1375	4	1654	4	10	0
Sign Control		Free		Free		Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 53.4%		ICU Level of Service A	
Analysis Period (min) 15			

Intersection	
Int Delay, s/veh	0.4

Movement	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations							
Traffic Vol, veh/h	4	1306	4	1571	4	6	4
Future Vol, veh/h	4	1306	4	1571	4	6	4
Conflicting Peds, #/hr	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	-	None	-	None
Storage Length	350	-	300	-	65	0	-
Veh in Median Storage, #	-	0	-	0	-	0	-
Grade, %	-	0	-	0	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95
Heavy Vehicles, %	4	4	3	3	3	2	2
Mvmt Flow	4	1375	4	1654	4	6	4

Major/Minor	Major1		Major2			Minor2	
Conflicting Flow All	1658	0	1375	-	0	2358	827
Stage 1	-	-	-	-	-	1662	-
Stage 2	-	-	-	-	-	696	-
Critical Hdwy	4.18	-	6.46	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	-	5.84	-
Follow-up Hdwy	2.24	-	2.53	-	-	3.52	3.32
Pot Cap-1 Maneuver	376	-	188	-	-	30	315
Stage 1	-	-	-	-	-	140	-
Stage 2	-	-	-	-	-	456	-
Platoon blocked, %		-		-	-		
Mov Cap-1 Maneuver	376	-	188	-	-	29	315
Mov Cap-2 Maneuver	-	-	-	-	-	29	-
Stage 1	-	-	-	-	-	138	-
Stage 2	-	-	-	-	-	446	-

Approach	EB	WB	SB
HCM Control Delay, s	0	0.1	105.1
HCM LOS			F

Minor Lane/Major Mvmt	EBL	EBT	WBU	WBT	WBR	SBLn1
Capacity (veh/h)	376	-	188	-	-	46
HCM Lane V/C Ratio	0.011	-	0.022	-	-	0.229
HCM Control Delay (s)	14.7	-	24.6	-	-	105.1
HCM Lane LOS	B	-	C	-	-	F
HCM 95th %tile Q(veh)	0	-	0.1	-	-	0.8

Lane Group	EBU	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations								
Traffic Volume (vph)	4	4	1308	8	1571	4	4	4
Future Volume (vph)	4	4	1308	8	1571	4	4	4
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)		350		325		60	0	0
Storage Lanes		1		1		1	1	0
Taper Length (ft)		200		225			25	
Satd. Flow (prot)	0	1752	3471	1736	3471	1553	1694	0
Flt Permitted		0.950		0.950			0.976	
Satd. Flow (perm)	0	1752	3471	1736	3471	1553	1694	0
Link Speed (mph)			55		55		25	
Link Distance (ft)			2160		1240		530	
Travel Time (s)			26.8		15.4		14.5	
Peak Hour Factor	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98
Heavy Vehicles (%)	2%	4%	4%	4%	4%	4%	2%	2%
Shared Lane Traffic (%)								
Lane Group Flow (vph)	0	8	1335	8	1603	4	8	0
Sign Control			Free		Free		Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 53.4%		ICU Level of Service A	
Analysis Period (min) 15			

Intersection	
Int Delay, s/veh	0.3

Movement	EBU	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations								
Traffic Vol, veh/h	4	4	1308	8	1571	4	4	4
Future Vol, veh/h	4	4	1308	8	1571	4	4	4
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	None
Storage Length	-	350	-	325	-	60	0	-
Veh in Median Storage, #	-	-	0	-	0	-	0	-
Grade, %	-	-	0	-	0	-	0	-
Peak Hour Factor	98	98	98	98	98	98	98	98
Heavy Vehicles, %	2	4	4	4	4	4	2	2
Mvmt Flow	4	4	1335	8	1603	4	4	4

Major/Minor	Major1			Major2			Minor2	
Conflicting Flow All	1603	1607	0	1335	-	0	2303	802
Stage 1	-	-	-	-	-	-	1619	-
Stage 2	-	-	-	-	-	-	684	-
Critical Hdwy	6.44	4.18	-	6.48	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	-	-	5.84	-
Follow-up Hdwy	2.52	2.24	-	2.54	-	-	3.52	3.32
Pot Cap-1 Maneuver	135	393	-	198	-	-	32	327
Stage 1	-	-	-	-	-	-	147	-
Stage 2	-	-	-	-	-	-	462	-
Platoon blocked, %			-		-	-		
Mov Cap-1 Maneuver	199	199	-	198	-	-	30	327
Mov Cap-2 Maneuver	-	-	-	-	-	-	30	-
Stage 1	-	-	-	-	-	-	141	-
Stage 2	-	-	-	-	-	-	444	-

Approach	EB	WB	SB
HCM Control Delay, s	0.1	0.1	81.5
HCM LOS			F

Minor Lane/Major Mvmt	EBL	EBT	WBU	WBT	WBR	SBLn1
Capacity (veh/h)	199	-	198	-	-	55
HCM Lane V/C Ratio	0.041	-	0.041	-	-	0.148
HCM Control Delay (s)	23.9	-	24	-	-	81.5
HCM Lane LOS	C	-	C	-	-	F
HCM 95th %tile Q(veh)	0.1	-	0.1	-	-	0.5

Appendix G:
Synchro Output:
Background (2024)

Lane Group	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations							
Traffic Volume (vph)	4	1409	4	1224	4	4	4
Future Volume (vph)	4	1409	4	1224	4	4	4
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	350		350		50	0	0
Storage Lanes	1		1		1	1	0
Taper Length (ft)	200		200			25	
Satd. Flow (prot)	1687	3374	1656	3312	1482	1694	0
Flt Permitted	0.950		0.950			0.976	
Satd. Flow (perm)	1687	3374	1656	3312	1482	1694	0
Link Speed (mph)		55		55		25	
Link Distance (ft)		1522		1461		593	
Travel Time (s)		18.9		18.1		16.2	
Confl. Bikes (#/hr)					1		1
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Heavy Vehicles (%)	7%	7%	9%	9%	9%	2%	2%
Shared Lane Traffic (%)							
Lane Group Flow (vph)	4	1483	4	1288	4	8	0
Sign Control		Free		Free		Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 48.9%		ICU Level of Service A	
Analysis Period (min) 15			

Intersection	
Int Delay, s/veh	0.2

Movement	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations							
Traffic Vol, veh/h	4	1409	4	1224	4	4	4
Future Vol, veh/h	4	1409	4	1224	4	4	4
Conflicting Peds, #/hr	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	-	None	-	None
Storage Length	350	-	350	-	50	0	-
Veh in Median Storage, #	-	0	-	0	-	0	-
Grade, %	-	0	-	0	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95
Heavy Vehicles, %	7	7	9	9	9	2	2
Mvmt Flow	4	1483	4	1288	4	4	4

Major/Minor	Major1		Major2			Minor2	
Conflicting Flow All	1292	0	1483	-	0	2046	644
Stage 1	-	-	-	-	-	1296	-
Stage 2	-	-	-	-	-	750	-
Critical Hdwy	4.24	-	6.58	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	-	5.84	-
Follow-up Hdwy	2.27	-	2.59	-	-	3.52	3.32
Pot Cap-1 Maneuver	506	-	150	-	-	49	416
Stage 1	-	-	-	-	-	220	-
Stage 2	-	-	-	-	-	427	-
Platoon blocked, %		-		-	-		
Mov Cap-1 Maneuver	506	-	150	-	-	47	416
Mov Cap-2 Maneuver	-	-	-	-	-	47	-
Stage 1	-	-	-	-	-	218	-
Stage 2	-	-	-	-	-	415	-

Approach	EB	WB	SB
HCM Control Delay, s	0	0.1	52.6
HCM LOS			F

Minor Lane/Major Mvmt	EBL	EBT	WBU	WBT	WBR	SBLn1
Capacity (veh/h)	506	-	150	-	-	84
HCM Lane V/C Ratio	0.008	-	0.028	-	-	0.1
HCM Control Delay (s)	12.2	-	29.7	-	-	52.6
HCM Lane LOS	B	-	D	-	-	F
HCM 95th %tile Q(veh)	0	-	0.1	-	-	0.3

Lane Group	EBU	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations								
Traffic Volume (vph)	4	4	1409	4	1218	4	4	4
Future Volume (vph)	4	4	1409	4	1218	4	4	4
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)		350		300		65	0	0
Storage Lanes		1		1		1	1	0
Taper Length (ft)		200		225			25	
Satd. Flow (prot)	0	1727	3374	1641	3282	1468	1694	0
Flt Permitted		0.950		0.950			0.976	
Satd. Flow (perm)	0	1727	3374	1641	3282	1468	1694	0
Link Speed (mph)			55		55		25	
Link Distance (ft)			1461		2160		406	
Travel Time (s)			18.1		26.8		11.1	
Confl. Bikes (#/hr)						1		1
Peak Hour Factor	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93
Heavy Vehicles (%)	2%	7%	7%	10%	10%	10%	2%	2%
Shared Lane Traffic (%)								
Lane Group Flow (vph)	0	8	1515	4	1310	4	8	0
Sign Control			Free		Free		Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 48.9%		ICU Level of Service A	
Analysis Period (min) 15			

Intersection	
Int Delay, s/veh	0.3

Movement	EBU	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations								
Traffic Vol, veh/h	4	4	1409	4	1218	4	4	4
Future Vol, veh/h	4	4	1409	4	1218	4	4	4
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	None
Storage Length	-	350	-	300	-	65	0	-
Veh in Median Storage, #	-	-	0	-	0	-	0	-
Grade, %	-	-	0	-	0	-	0	-
Peak Hour Factor	93	93	93	93	93	93	93	93
Heavy Vehicles, %	2	7	7	10	10	10	2	2
Mvmt Flow	4	4	1515	4	1310	4	4	4

Major/Minor	Major1			Major2			Minor2	
Conflicting Flow All	1310	1314	0	1515	-	0	2092	655
Stage 1	-	-	-	-	-	-	1318	-
Stage 2	-	-	-	-	-	-	774	-
Critical Hdwy	6.44	4.24	-	6.6	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	-	-	5.84	-
Follow-up Hdwy	2.52	2.27	-	2.6	-	-	3.52	3.32
Pot Cap-1 Maneuver	209	496	-	142	-	-	45	409
Stage 1	-	-	-	-	-	-	214	-
Stage 2	-	-	-	-	-	-	415	-
Platoon blocked, %			-		-	-		
Mov Cap-1 Maneuver	292	292	-	142	-	-	42	409
Mov Cap-2 Maneuver	-	-	-	-	-	-	42	-
Stage 1	-	-	-	-	-	-	207	-
Stage 2	-	-	-	-	-	-	403	-

Approach	EB	WB	SB
HCM Control Delay, s	0.1	0.1	58.3
HCM LOS			F

Minor Lane/Major Mvmt	EBL	EBT	WBU	WBT	WBR	SBLn1
Capacity (veh/h)	292	-	142	-	-	76
HCM Lane V/C Ratio	0.029	-	0.03	-	-	0.113
HCM Control Delay (s)	17.7	-	31.1	-	-	58.3
HCM Lane LOS	C	-	D	-	-	F
HCM 95th %tile Q(veh)	0.1	-	0.1	-	-	0.4

Lane Group	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations							
Traffic Volume (vph)	4	1414	10	1223	4	4	4
Future Volume (vph)	4	1414	10	1223	4	4	4
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	350		325		60	0	0
Storage Lanes	1		1		1	1	0
Taper Length (ft)	200		225			25	
Satd. Flow (prot)	1687	3374	1687	3374	1509	1694	0
Flt Permitted	0.950		0.950			0.976	
Satd. Flow (perm)	1687	3374	1687	3374	1509	1694	0
Link Speed (mph)		55		55		25	
Link Distance (ft)		2160		1240		530	
Travel Time (s)		26.8		15.4		14.5	
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Heavy Vehicles (%)	7%	7%	7%	7%	7%	2%	2%
Shared Lane Traffic (%)							
Lane Group Flow (vph)	4	1488	11	1287	4	8	0
Sign Control		Free		Free		Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 49.1%		ICU Level of Service A	
Analysis Period (min) 15			

Intersection	
Int Delay, s/veh	0.3

Movement	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations							
Traffic Vol, veh/h	4	1414	10	1223	4	4	4
Future Vol, veh/h	4	1414	10	1223	4	4	4
Conflicting Peds, #/hr	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	-	None	-	None
Storage Length	350	-	325	-	60	0	-
Veh in Median Storage, #	-	0	-	0	-	0	-
Grade, %	-	0	-	0	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95
Heavy Vehicles, %	7	7	7	7	7	2	2
Mvmt Flow	4	1488	11	1287	4	4	4

Major/Minor	Major1		Major2			Minor2	
Conflicting Flow All	1291	0	1488	-	0	2061	644
Stage 1	-	-	-	-	-	1309	-
Stage 2	-	-	-	-	-	752	-
Critical Hdwy	4.24	-	6.54	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	-	5.84	-
Follow-up Hdwy	2.27	-	2.57	-	-	3.52	3.32
Pot Cap-1 Maneuver	507	-	152	-	-	47	416
Stage 1	-	-	-	-	-	217	-
Stage 2	-	-	-	-	-	426	-
Platoon blocked, %		-		-	-		
Mov Cap-1 Maneuver	507	-	152	-	-	43	416
Mov Cap-2 Maneuver	-	-	-	-	-	43	-
Stage 1	-	-	-	-	-	215	-
Stage 2	-	-	-	-	-	395	-

Approach	EB	WB	SB
HCM Control Delay, s	0	0.2	56.7
HCM LOS			F

Minor Lane/Major Mvmt	EBL	EBT	WBU	WBT	WBR	SBLn1
Capacity (veh/h)	507	-	152	-	-	78
HCM Lane V/C Ratio	0.008	-	0.069	-	-	0.108
HCM Control Delay (s)	12.2	-	30.4	-	-	56.7
HCM Lane LOS	B	-	D	-	-	F
HCM 95th %tile Q(veh)	0	-	0.2	-	-	0.3

Lane Group	EBU	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations								
Traffic Volume (vph)	4	4	1520	4	1791	4	4	4
Future Volume (vph)	4	4	1520	4	1791	4	4	4
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)		350		350		50	0	0
Storage Lanes		1		1		1	1	0
Taper Length (ft)		200		200			25	
Satd. Flow (prot)	0	1752	3471	1752	3505	1568	1694	0
Flt Permitted		0.950		0.950			0.976	
Satd. Flow (perm)	0	1752	3471	1752	3505	1568	1694	0
Link Speed (mph)			55		55		25	
Link Distance (ft)			1522		1461		593	
Travel Time (s)			18.9		18.1		16.2	
Confl. Bikes (#/hr)						1		1
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Heavy Vehicles (%)	2%	4%	4%	3%	3%	3%	2%	2%
Shared Lane Traffic (%)								
Lane Group Flow (vph)	0	8	1617	4	1905	4	8	0
Sign Control			Free		Free		Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 59.5%		ICU Level of Service B	
Analysis Period (min) 15			

Intersection	
Int Delay, s/veh	0.6

Movement	EBU	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations								
Traffic Vol, veh/h	4	4	1520	4	1791	4	4	4
Future Vol, veh/h	4	4	1520	4	1791	4	4	4
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	None
Storage Length	-	350	-	350	-	50	0	-
Veh in Median Storage, #	-	-	0	-	0	-	0	-
Grade, %	-	-	0	-	0	-	0	-
Peak Hour Factor	94	94	94	94	94	94	94	94
Heavy Vehicles, %	2	4	4	3	3	3	2	2
Mvmt Flow	4	4	1617	4	1905	4	4	4

Major/Minor	Major1			Major2			Minor2	
Conflicting Flow All	1905	1909	0	1617	-	0	2738	953
Stage 1	-	-	-	-	-	-	1913	-
Stage 2	-	-	-	-	-	-	825	-
Critical Hdwy	6.44	4.18	-	6.46	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	-	-	5.84	-
Follow-up Hdwy	2.52	2.24	-	2.53	-	-	3.52	3.32
Pot Cap-1 Maneuver	86	299	-	131	-	-	16	260
Stage 1	-	-	-	-	-	-	102	-
Stage 2	-	-	-	-	-	-	391	-
Platoon blocked, %			-		-	-		
Mov Cap-1 Maneuver	132	132	-	131	-	-	14	260
Mov Cap-2 Maneuver	-	-	-	-	-	-	14	-
Stage 1	-	-	-	-	-	-	95	-
Stage 2	-	-	-	-	-	-	379	-

Approach	EB	WB	SB
HCM Control Delay, s	0.2	0.1	190.8
HCM LOS			F

Minor Lane/Major Mvmt	EBL	EBT	WBU	WBT	WBR	SBLn1
Capacity (veh/h)	132	-	131	-	-	27
HCM Lane V/C Ratio	0.064	-	0.032	-	-	0.315
HCM Control Delay (s)	34.1	-	33.4	-	-	190.8
HCM Lane LOS	D	-	D	-	-	F
HCM 95th %tile Q(veh)	0.2	-	0.1	-	-	1

Lane Group	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations							
Traffic Volume (vph)	4	1517	4	1814	4	7	4
Future Volume (vph)	4	1517	4	1814	4	7	4
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	350		300		65	0	0
Storage Lanes	1		1		1	1	0
Taper Length (ft)	200		225			25	
Satd. Flow (prot)	1736	3471	1752	3505	1568	1717	0
Flt Permitted	0.950		0.950			0.969	
Satd. Flow (perm)	1736	3471	1752	3505	1568	1717	0
Link Speed (mph)		55		55		25	
Link Distance (ft)		1461		2160		406	
Travel Time (s)		18.1		26.8		11.1	
Confl. Bikes (#/hr)					1		1
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Heavy Vehicles (%)	4%	4%	3%	3%	3%	2%	2%
Shared Lane Traffic (%)							
Lane Group Flow (vph)	4	1597	4	1909	4	11	0
Sign Control		Free		Free		Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 60.1%		ICU Level of Service B	
Analysis Period (min) 15			

Intersection	
Int Delay, s/veh	0.9

Movement	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations							
Traffic Vol, veh/h	4	1517	4	1814	4	7	4
Future Vol, veh/h	4	1517	4	1814	4	7	4
Conflicting Peds, #/hr	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	-	None	-	None
Storage Length	350	-	300	-	65	0	-
Veh in Median Storage, #	-	0	-	0	-	0	-
Grade, %	-	0	-	0	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95
Heavy Vehicles, %	4	4	3	3	3	2	2
Mvmt Flow	4	1597	4	1909	4	7	4

Major/Minor	Major1		Major2			Minor2	
Conflicting Flow All	1913	0	1597	-	0	2724	955
Stage 1	-	-	-	-	-	1917	-
Stage 2	-	-	-	-	-	807	-
Critical Hdwy	4.18	-	6.46	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	-	5.84	-
Follow-up Hdwy	2.24	-	2.53	-	-	3.52	3.32
Pot Cap-1 Maneuver	298	-	135	-	-	17	259
Stage 1	-	-	-	-	-	101	-
Stage 2	-	-	-	-	-	399	-
Platoon blocked, %		-		-	-		
Mov Cap-1 Maneuver	298	-	135	-	-	16	259
Mov Cap-2 Maneuver	-	-	-	-	-	16	-
Stage 1	-	-	-	-	-	100	-
Stage 2	-	-	-	-	-	387	-

Approach	EB	WB	SB
HCM Control Delay, s	0	0.1	253.3
HCM LOS			F

Minor Lane/Major Mvmt	EBL	EBT	WBU	WBT	WBR	SBLn1
Capacity (veh/h)	298	-	135	-	-	24
HCM Lane V/C Ratio	0.014	-	0.031	-	-	0.482
HCM Control Delay (s)	17.3	-	32.5	-	-	253.3
HCM Lane LOS	C	-	D	-	-	F
HCM 95th %tile Q(veh)	0	-	0.1	-	-	1.4

Lane Group	EBU	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations								
Traffic Volume (vph)	4	4	1519	9	1814	4	4	4
Future Volume (vph)	4	4	1519	9	1814	4	4	4
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)		350		325		60	0	0
Storage Lanes		1		1		1	1	0
Taper Length (ft)		200		225			25	
Satd. Flow (prot)	0	1752	3471	1736	3471	1553	1694	0
Flt Permitted		0.950		0.950			0.976	
Satd. Flow (perm)	0	1752	3471	1736	3471	1553	1694	0
Link Speed (mph)			55		55		25	
Link Distance (ft)			2160		1240		530	
Travel Time (s)			26.8		15.4		14.5	
Peak Hour Factor	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98
Heavy Vehicles (%)	2%	4%	4%	4%	4%	4%	2%	2%
Shared Lane Traffic (%)								
Lane Group Flow (vph)	0	8	1550	9	1851	4	8	0
Sign Control			Free		Free		Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 60.1%		ICU Level of Service B	
Analysis Period (min) 15			

Intersection	
Int Delay, s/veh	0.6

Movement	EBU	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations								
Traffic Vol, veh/h	4	4	1519	9	1814	4	4	4
Future Vol, veh/h	4	4	1519	9	1814	4	4	4
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	None
Storage Length	-	350	-	325	-	60	0	-
Veh in Median Storage, #	-	-	0	-	0	-	0	-
Grade, %	-	-	0	-	0	-	0	-
Peak Hour Factor	98	98	98	98	98	98	98	98
Heavy Vehicles, %	2	4	4	4	4	4	2	2
Mvmt Flow	4	4	1550	9	1851	4	4	4

Major/Minor	Major1			Major2			Minor2	
Conflicting Flow All	1851	1855	0	1550	-	0	2660	926
Stage 1	-	-	-	-	-	-	1869	-
Stage 2	-	-	-	-	-	-	791	-
Critical Hdwy	6.44	4.18	-	6.48	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	-	-	5.84	-
Follow-up Hdwy	2.52	2.24	-	2.54	-	-	3.52	3.32
Pot Cap-1 Maneuver	93	314	-	143	-	-	18	271
Stage 1	-	-	-	-	-	-	107	-
Stage 2	-	-	-	-	-	-	407	-
Platoon blocked, %			-		-	-		
Mov Cap-1 Maneuver	142	142	-	143	-	-	16	271
Mov Cap-2 Maneuver	-	-	-	-	-	-	16	-
Stage 1	-	-	-	-	-	-	101	-
Stage 2	-	-	-	-	-	-	381	-

Approach	EB	WB	SB
HCM Control Delay, s	0.2	0.2	165
HCM LOS			F

Minor Lane/Major Mvmt	EBL	EBT	WBU	WBT	WBR	SBLn1
Capacity (veh/h)	142	-	143	-	-	30
HCM Lane V/C Ratio	0.057	-	0.064	-	-	0.272
HCM Control Delay (s)	31.8	-	31.9	-	-	165
HCM Lane LOS	D	-	D	-	-	F
HCM 95th %tile Q(veh)	0.2	-	0.2	-	-	0.9

Appendix H:
Synchro Output:
Build-out (2024)

Lane Group	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations							
Traffic Volume (vph)	4	1416	4	1244	4	4	4
Future Volume (vph)	4	1416	4	1244	4	4	4
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	350		350		50	0	0
Storage Lanes	1		1		1	1	0
Taper Length (ft)	200		200			25	
Satd. Flow (prot)	1687	3374	1656	3312	1482	1694	0
Flt Permitted	0.950		0.950			0.976	
Satd. Flow (perm)	1687	3374	1656	3312	1482	1694	0
Link Speed (mph)		55		55		25	
Link Distance (ft)		1522		848		593	
Travel Time (s)		18.9		10.5		16.2	
Confl. Bikes (#/hr)					1		1
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Heavy Vehicles (%)	7%	7%	9%	9%	9%	2%	2%
Shared Lane Traffic (%)							
Lane Group Flow (vph)	4	1491	4	1309	4	8	0
Sign Control		Free		Free		Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 49.1%		ICU Level of Service A	
Analysis Period (min) 15			

Intersection	
Int Delay, s/veh	0.2

Movement	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations							
Traffic Vol, veh/h	4	1416	4	1244	4	4	4
Future Vol, veh/h	4	1416	4	1244	4	4	4
Conflicting Peds, #/hr	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	-	None	-	None
Storage Length	350	-	350	-	50	0	-
Veh in Median Storage, #	-	0	-	0	-	0	-
Grade, %	-	0	-	0	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95
Heavy Vehicles, %	7	7	9	9	9	2	2
Mvmt Flow	4	1491	4	1309	4	4	4

Major/Minor	Major1		Major2			Minor2	
Conflicting Flow All	1313	0	1491	-	0	2071	655
Stage 1	-	-	-	-	-	1317	-
Stage 2	-	-	-	-	-	754	-
Critical Hdwy	4.24	-	6.58	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	-	5.84	-
Follow-up Hdwy	2.27	-	2.59	-	-	3.52	3.32
Pot Cap-1 Maneuver	497	-	149	-	-	47	409
Stage 1	-	-	-	-	-	215	-
Stage 2	-	-	-	-	-	425	-
Platoon blocked, %		-		-	-		
Mov Cap-1 Maneuver	497	-	149	-	-	45	409
Mov Cap-2 Maneuver	-	-	-	-	-	45	-
Stage 1	-	-	-	-	-	213	-
Stage 2	-	-	-	-	-	414	-

Approach	EB	WB	SB
HCM Control Delay, s	0	0.1	54.5
HCM LOS			F

Minor Lane/Major Mvmt	EBL	EBT	WBU	WBT	WBR	SBLn1
Capacity (veh/h)	497	-	149	-	-	81
HCM Lane V/C Ratio	0.008	-	0.028	-	-	0.104
HCM Control Delay (s)	12.3	-	29.9	-	-	54.5
HCM Lane LOS	B	-	D	-	-	F
HCM 95th %tile Q(veh)	0	-	0.1	-	-	0.3

Lane Group	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations														
Traffic Volume (vph)	16	4	1434	4	4	28	1223	4	0	0	59	0	0	4
Future Volume (vph)	16	4	1434	4	4	28	1223	4	0	0	59	0	0	4
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)		350		0		300		65	0		0	0		0
Storage Lanes		1		0		1		1	0		1	0		1
Taper Length (ft)		200				225			25			25		
Satd. Flow (prot)	0	1753	3374	0	0	1754	3282	1468	0	0	1611	0	0	1611
Flt Permitted		0.950				0.950								
Satd. Flow (perm)	0	1753	3374	0	0	1754	3282	1468	0	0	1611	0	0	1611
Link Speed (mph)			55				55			25			25	
Link Distance (ft)			612				2160			468			406	
Travel Time (s)			7.6				26.8			12.8			11.1	
Confl. Bikes (#/hr)								1						1
Peak Hour Factor	0.93	0.93	0.93	0.90	0.93	0.90	0.93	0.93	0.90	0.90	0.90	0.93	0.93	0.93
Heavy Vehicles (%)	2%	7%	7%	2%	10%	2%	10%	10%	2%	2%	2%	2%	2%	2%
Shared Lane Traffic (%)														10%
Lane Group Flow (vph)	0	21	1546	0	0	35	1315	4	0	0	66	0	0	4
Sign Control			Free				Free			Stop			Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 50.1%		ICU Level of Service A	
Analysis Period (min) 15			

Intersection	
Int Delay, s/veh	0.8

Movement	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations														
Traffic Vol, veh/h	16	4	1434	4	4	28	1223	4	0	0	59	0	0	4
Future Vol, veh/h	16	4	1434	4	4	28	1223	4	0	0	59	0	0	4
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	-	None	-	-	-	None	-	-	None	-	-	None
Storage Length	-	350	-	-	-	300	-	65	-	-	0	-	-	0
Veh in Median Storage, #	-	-	0	-	-	-	0	-	-	0	-	-	0	-
Grade, %	-	-	0	-	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	93	93	93	90	93	90	93	93	90	90	90	93	93	93
Heavy Vehicles, %	2	7	7	2	10	2	10	10	2	2	2	2	2	2
Mvmt Flow	17	4	1542	4	4	31	1315	4	0	0	66	0	0	4

Major/Minor	Major1				Major2				Minor1			Minor2		
Conflicting Flow All	1315	1319	0	0	1546	1546	0	0	-	-	773	-	-	658
Stage 1	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Critical Hdwy	6.44	4.24	-	-	6.6	4.14	-	-	-	-	6.94	-	-	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Follow-up Hdwy	2.52	2.27	-	-	2.6	2.22	-	-	-	-	3.32	-	-	3.32
Pot Cap-1 Maneuver	208	494	-	-	135	425	-	-	0	0	342	0	0	407
Stage 1	-	-	-	-	-	-	-	-	0	0	-	0	0	-
Stage 2	-	-	-	-	-	-	-	-	0	0	-	0	0	-
Platoon blocked, %			-	-			-	-						
Mov Cap-1 Maneuver	233	233	-	-	317	317	-	-	-	-	342	-	-	407
Mov Cap-2 Maneuver	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-	-	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0.3	0.5	18	13.9
HCM LOS			C	B

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	342	233	-	-	317	-	-	407
HCM Lane V/C Ratio	0.192	0.092	-	-	0.112	-	-	0.011
HCM Control Delay (s)	18	22	-	-	17.8	-	-	13.9
HCM Lane LOS	C	C	-	-	C	-	-	B
HCM 95th %tile Q(veh)	0.7	0.3	-	-	0.4	-	-	0

Lane Group	EBU	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations								
Traffic Volume (vph)	5	4	1492	10	1251	4	4	4
Future Volume (vph)	5	4	1492	10	1251	4	4	4
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)		350		325		60	0	0
Storage Lanes		1		1		1	1	0
Taper Length (ft)		200		225			25	
Satd. Flow (prot)	0	1736	3374	1687	3374	1509	1694	0
Flt Permitted		0.950		0.950			0.976	
Satd. Flow (perm)	0	1736	3374	1687	3374	1509	1694	0
Link Speed (mph)			55		55		25	
Link Distance (ft)			2160		1240		530	
Travel Time (s)			26.8		15.4		14.5	
Peak Hour Factor	0.90	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Heavy Vehicles (%)	2%	7%	7%	7%	7%	7%	2%	2%
Shared Lane Traffic (%)								
Lane Group Flow (vph)	0	10	1571	11	1317	4	8	0
Sign Control			Free		Free		Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization	51.2%	ICU Level of Service	A
Analysis Period (min)	15		

Intersection	
Int Delay, s/veh	0.4

Movement	EBU	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations								
Traffic Vol, veh/h	5	4	1492	10	1251	4	4	4
Future Vol, veh/h	5	4	1492	10	1251	4	4	4
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	None
Storage Length	-	350	-	325	-	60	0	-
Veh in Median Storage, #	-	-	0	-	0	-	0	-
Grade, %	-	-	0	-	0	-	0	-
Peak Hour Factor	90	95	95	95	95	95	95	95
Heavy Vehicles, %	2	7	7	7	7	7	2	2
Mvmt Flow	6	4	1571	11	1317	4	4	4

Major/Minor	Major1			Major2			Minor2	
Conflicting Flow All	1317	1321	0	1571	-	0	2145	659
Stage 1	-	-	-	-	-	-	1339	-
Stage 2	-	-	-	-	-	-	806	-
Critical Hdwy	6.44	4.24	-	6.54	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	-	-	5.84	-
Follow-up Hdwy	2.52	2.27	-	2.57	-	-	3.52	3.32
Pot Cap-1 Maneuver	207	493	-	134	-	-	42	406
Stage 1	-	-	-	-	-	-	209	-
Stage 2	-	-	-	-	-	-	400	-
Platoon blocked, %			-		-	-		
Mov Cap-1 Maneuver	274	274	-	134	-	-	37	406
Mov Cap-2 Maneuver	-	-	-	-	-	-	37	-
Stage 1	-	-	-	-	-	-	201	-
Stage 2	-	-	-	-	-	-	367	-

Approach	EB	WB	SB
HCM Control Delay, s	0.1	0.3	65.3
HCM LOS			F

Minor Lane/Major Mvmt	EBL	EBT	WBU	WBT	WBR	SBLn1
Capacity (veh/h)	274	-	134	-	-	68
HCM Lane V/C Ratio	0.036	-	0.079	-	-	0.124
HCM Control Delay (s)	18.6	-	34.1	-	-	65.3
HCM Lane LOS	C	-	D	-	-	F
HCM 95th %tile Q(veh)	0.1	-	0.3	-	-	0.4

Lane Group	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Volume (vph)	1413	5	0	1239	0	39
Future Volume (vph)	1413	5	0	1239	0	39
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Satd. Flow (prot)	3536	0	0	3539	0	1611
Flt Permitted						
Satd. Flow (perm)	3536	0	0	3539	0	1611
Link Speed (mph)	55			55	25	
Link Distance (ft)	848			612	311	
Travel Time (s)	10.5			7.6	8.5	
Peak Hour Factor	0.93	0.90	0.93	0.93	0.90	0.90
Shared Lane Traffic (%)						
Lane Group Flow (vph)	1525	0	0	1332	0	43
Sign Control	Free			Free	Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization	49.2%	ICU Level of Service	A
Analysis Period (min)	15		

Intersection	
Int Delay, s/veh	0.3

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	1413	5	0	1239	0	39
Future Vol, veh/h	1413	5	0	1239	0	39
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	93	90	93	93	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	1519	6	0	1332	0	43

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	-	-	-	763
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	-	-	-	-	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	-	-	-	-	3.32
Pot Cap-1 Maneuver	-	-	0	-	0	347
Stage 1	-	-	0	-	0	-
Stage 2	-	-	0	-	0	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	-	-	-	347
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0	16.9
HCM LOS			C

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBT
Capacity (veh/h)	347	-	-	-
HCM Lane V/C Ratio	0.125	-	-	-
HCM Control Delay (s)	16.9	-	-	-
HCM Lane LOS	C	-	-	-
HCM 95th %tile Q(veh)	0.4	-	-	-

Lane Group	EBU	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations								
Traffic Volume (vph)	4	4	1540	10	1804	4	4	4
Future Volume (vph)	4	4	1540	10	1804	4	4	4
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)		350		350		50	0	0
Storage Lanes		1		1		1	1	0
Taper Length (ft)		200		200			25	
Satd. Flow (prot)	0	1727	3374	1656	3312	1482	1694	0
Flt Permitted		0.950		0.950			0.976	
Satd. Flow (perm)	0	1727	3374	1656	3312	1482	1694	0
Link Speed (mph)			55		55		25	
Link Distance (ft)			1522		848		593	
Travel Time (s)			18.9		10.5		16.2	
Confl. Bikes (#/hr)						1		1
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Heavy Vehicles (%)	2%	7%	7%	9%	9%	9%	2%	2%
Shared Lane Traffic (%)								
Lane Group Flow (vph)	0	8	1638	11	1919	4	8	0
Sign Control			Free		Free		Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 59.9%		ICU Level of Service B	
Analysis Period (min) 15			

Intersection	
Int Delay, s/veh	0.7

Movement	EBU	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations								
Traffic Vol, veh/h	4	4	1540	10	1804	4	4	4
Future Vol, veh/h	4	4	1540	10	1804	4	4	4
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	None
Storage Length	-	350	-	350	-	50	0	-
Veh in Median Storage, #	-	-	0	-	0	-	0	-
Grade, %	-	-	0	-	0	-	0	-
Peak Hour Factor	94	94	94	94	94	94	94	94
Heavy Vehicles, %	2	7	7	9	9	9	2	2
Mvmt Flow	4	4	1638	11	1919	4	4	4

Major/Minor	Major1			Major2			Minor2	
Conflicting Flow All	1919	1923	0	1638	-	0	2776	960
Stage 1	-	-	-	-	-	-	1941	-
Stage 2	-	-	-	-	-	-	835	-
Critical Hdwy	6.44	4.24	-	6.58	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	-	-	5.84	-
Follow-up Hdwy	2.52	2.27	-	2.59	-	-	3.52	3.32
Pot Cap-1 Maneuver	84	284	-	119	-	-	15	257
Stage 1	-	-	-	-	-	-	98	-
Stage 2	-	-	-	-	-	-	386	-
Platoon blocked, %			-		-	-		
Mov Cap-1 Maneuver	128	128	-	119	-	-	13	257
Mov Cap-2 Maneuver	-	-	-	-	-	-	13	-
Stage 1	-	-	-	-	-	-	91	-
Stage 2	-	-	-	-	-	-	350	-

Approach	EB	WB	SB
HCM Control Delay, s	0.2	0.2	210.6
HCM LOS			F

Minor Lane/Major Mvmt	EBL	EBT	WBU	WBT	WBR	SBLn1
Capacity (veh/h)	128	-	119	-	-	25
HCM Lane V/C Ratio	0.066	-	0.089	-	-	0.34
HCM Control Delay (s)	35	-	38.2	-	-	210.6
HCM Lane LOS	E	-	E	-	-	F
HCM 95th %tile Q(veh)	0.2	-	0.3	-	-	1

Lane Group	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations														
Traffic Volume (vph)	10	4	1541	5	4	82	1817	4	0	0	40	0	0	11
Future Volume (vph)	10	4	1541	5	4	82	1817	4	0	0	40	0	0	11
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)		350		0		300		65	0		0	0		0
Storage Lanes		1		0		1		1	0		1	0		1
Taper Length (ft)		200				225			25			25		
Satd. Flow (prot)	0	1747	3371	0	0	1764	3282	1468	0	0	1611	0	0	1611
Flt Permitted		0.950				0.950								
Satd. Flow (perm)	0	1747	3371	0	0	1764	3282	1468	0	0	1611	0	0	1611
Link Speed (mph)			55				55			25			25	
Link Distance (ft)			612				2160			468			406	
Travel Time (s)			7.6				26.8			12.8			11.1	
Confl. Bikes (#/hr)								1						1
Peak Hour Factor	0.95	0.95	0.95	0.90	0.95	0.90	0.95	0.95	0.90	0.90	0.90	0.95	0.95	0.95
Heavy Vehicles (%)	2%	7%	7%	2%	10%	2%	10%	10%	2%	2%	2%	2%	2%	2%
Shared Lane Traffic (%)														
Lane Group Flow (vph)	0	15	1628	0	0	95	1913	4	0	0	44	0	0	12
Sign Control			Free				Free			Stop			Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 66.9%		ICU Level of Service C	
Analysis Period (min) 15			

Intersection	
Int Delay, s/veh	0.9

Movement	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations														
Traffic Vol, veh/h	10	4	1541	5	4	82	1817	4	0	0	40	0	0	11
Future Vol, veh/h	10	4	1541	5	4	82	1817	4	0	0	40	0	0	11
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	-	None	-	-	-	None	-	-	None	-	-	None
Storage Length	-	350	-	-	-	300	-	65	-	-	0	-	-	0
Veh in Median Storage, #	-	-	0	-	-	-	0	-	-	0	-	-	0	-
Grade, %	-	-	0	-	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	90	95	90	95	95	90	90	90	95	95	95
Heavy Vehicles, %	2	7	7	2	10	2	10	10	2	2	2	2	2	2
Mvmt Flow	11	4	1622	6	4	91	1913	4	0	0	44	0	0	12

Major/Minor	Major1				Major2				Minor1			Minor2		
Conflicting Flow All	1913	1917	0	0	1628	1628	0	0	-	-	814	-	-	957
Stage 1	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Critical Hdwy	6.44	4.24	-	-	6.6	4.14	-	-	-	-	6.94	-	-	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Follow-up Hdwy	2.52	2.27	-	-	2.6	2.22	-	-	-	-	3.32	-	-	3.32
Pot Cap-1 Maneuver	85	286	-	-	119	395	-	-	0	0	321	0	0	258
Stage 1	-	-	-	-	-	-	-	-	0	0	-	0	0	-
Stage 2	-	-	-	-	-	-	-	-	0	0	-	0	0	-
Platoon blocked, %			-	-			-	-						
Mov Cap-1 Maneuver	102	102	-	-	352	352	-	-	-	-	321	-	-	258
Mov Cap-2 Maneuver	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-	-	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0.4	0.9	18	19.6
HCM LOS			C	C

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	321	102	-	-	352	-	-	258
HCM Lane V/C Ratio	0.138	0.144	-	-	0.271	-	-	0.045
HCM Control Delay (s)	18	46.2	-	-	19	-	-	19.6
HCM Lane LOS	C	E	-	-	C	-	-	C
HCM 95th %tile Q(veh)	0.5	0.5	-	-	1.1	-	-	0.1

Lane Group	EBU	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations								
Traffic Volume (vph)	4	4	1572	9	1896	4	4	4
Future Volume (vph)	4	4	1572	9	1896	4	4	4
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)		350		325		60	0	0
Storage Lanes		1		1		1	1	0
Taper Length (ft)		200		225			25	
Satd. Flow (prot)	0	1727	3374	1687	3374	1509	1694	0
Flt Permitted		0.950		0.950			0.976	
Satd. Flow (perm)	0	1727	3374	1687	3374	1509	1694	0
Link Speed (mph)			55		55		25	
Link Distance (ft)			2160		1240		530	
Travel Time (s)			26.8		15.4		14.5	
Peak Hour Factor	0.90	0.98	0.98	0.98	0.98	0.98	0.98	0.98
Heavy Vehicles (%)	2%	7%	7%	7%	7%	7%	2%	2%
Shared Lane Traffic (%)								
Lane Group Flow (vph)	0	8	1604	9	1935	4	8	0
Sign Control			Free		Free		Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization	62.4%	ICU Level of Service	B
Analysis Period (min)	15		

Intersection	
Int Delay, s/veh	0.7

Movement	EBU	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations								
Traffic Vol, veh/h	4	4	1572	9	1896	4	4	4
Future Vol, veh/h	4	4	1572	9	1896	4	4	4
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	None
Storage Length	-	350	-	325	-	60	0	-
Veh in Median Storage, #	-	-	0	-	0	-	0	-
Grade, %	-	-	0	-	0	-	0	-
Peak Hour Factor	90	98	98	98	98	98	98	98
Heavy Vehicles, %	2	7	7	7	7	7	2	2
Mvmt Flow	4	4	1604	9	1935	4	4	4

Major/Minor	Major1			Major2			Minor2	
Conflicting Flow All	1935	1939	0	1604	-	0	2771	968
Stage 1	-	-	-	-	-	-	1953	-
Stage 2	-	-	-	-	-	-	818	-
Critical Hdwy	6.44	4.24	-	6.54	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	-	-	5.84	-
Follow-up Hdwy	2.52	2.27	-	2.57	-	-	3.52	3.32
Pot Cap-1 Maneuver	82	280	-	128	-	-	15	254
Stage 1	-	-	-	-	-	-	96	-
Stage 2	-	-	-	-	-	-	394	-
Platoon blocked, %			-		-	-		
Mov Cap-1 Maneuver	123	123	-	128	-	-	13	254
Mov Cap-2 Maneuver	-	-	-	-	-	-	13	-
Stage 1	-	-	-	-	-	-	89	-
Stage 2	-	-	-	-	-	-	366	-

Approach	EB	WB	SB
HCM Control Delay, s	0.2	0.2	207.5
HCM LOS			F

Minor Lane/Major Mvmt	EBL	EBT	WBU	WBT	WBR	SBLn1
Capacity (veh/h)	123	-	128	-	-	25
HCM Lane V/C Ratio	0.069	-	0.072	-	-	0.327
HCM Control Delay (s)	36.5	-	35.3	-	-	207.5
HCM Lane LOS	E	-	E	-	-	F
HCM 95th %tile Q(veh)	0.2	-	0.2	-	-	1

Lane Group	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Volume (vph)	1533	15	0	1838	0	26
Future Volume (vph)	1533	15	0	1838	0	26
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Satd. Flow (prot)	3532	0	0	3539	0	1611
Flt Permitted						
Satd. Flow (perm)	3532	0	0	3539	0	1611
Link Speed (mph)	55			55	25	
Link Distance (ft)	848			612	311	
Travel Time (s)	10.5			7.6	8.5	
Peak Hour Factor	0.95	0.90	0.95	0.95	0.90	0.90
Shared Lane Traffic (%)						
Lane Group Flow (vph)	1631	0	0	1935	0	29
Sign Control	Free			Free	Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization	54.1%	ICU Level of Service	A
Analysis Period (min)	15		

Intersection	
Int Delay, s/veh	0.1

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	1533	15	0	1838	0	26
Future Vol, veh/h	1533	15	0	1838	0	26
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	95	90	95	95	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	1614	17	0	1935	0	29

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	-	-	-	816
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	-	-	-	-	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	-	-	-	-	3.32
Pot Cap-1 Maneuver	-	-	0	-	0	320
Stage 1	-	-	0	-	0	-
Stage 2	-	-	0	-	0	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	-	-	-	320
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0	17.4
HCM LOS			C

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBT
Capacity (veh/h)	320	-	-	-
HCM Lane V/C Ratio	0.09	-	-	-
HCM Control Delay (s)	17.4	-	-	-
HCM Lane LOS	C	-	-	-
HCM 95th %tile Q(veh)	0.3	-	-	-

Lane Group	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations							
Traffic Volume (vph)	4	1416	4	1244	4	4	4
Future Volume (vph)	4	1416	4	1244	4	4	4
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	350		350		50	0	0
Storage Lanes	1		1		1	1	0
Taper Length (ft)	200		200			25	
Satd. Flow (prot)	1687	3374	1656	3312	1482	1694	0
Flt Permitted	0.950		0.950			0.976	
Satd. Flow (perm)	1687	3374	1656	3312	1482	1694	0
Link Speed (mph)		55		55		25	
Link Distance (ft)		1522		1461		593	
Travel Time (s)		18.9		18.1		16.2	
Confl. Bikes (#/hr)					1		1
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Heavy Vehicles (%)	7%	7%	9%	9%	9%	2%	2%
Shared Lane Traffic (%)							
Lane Group Flow (vph)	4	1491	4	1309	4	8	0
Sign Control		Free		Free		Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 49.1%		ICU Level of Service A	
Analysis Period (min) 15			

Intersection	
Int Delay, s/veh	0.2

Movement	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations							
Traffic Vol, veh/h	4	1416	4	1244	4	4	4
Future Vol, veh/h	4	1416	4	1244	4	4	4
Conflicting Peds, #/hr	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	-	None	-	None
Storage Length	350	-	350	-	50	0	-
Veh in Median Storage, #	-	0	-	0	-	0	-
Grade, %	-	0	-	0	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95
Heavy Vehicles, %	7	7	9	9	9	2	2
Mvmt Flow	4	1491	4	1309	4	4	4

Major/Minor	Major1		Major2			Minor2	
Conflicting Flow All	1313	0	1491	-	0	2071	655
Stage 1	-	-	-	-	-	1317	-
Stage 2	-	-	-	-	-	754	-
Critical Hdwy	4.24	-	6.58	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	-	5.84	-
Follow-up Hdwy	2.27	-	2.59	-	-	3.52	3.32
Pot Cap-1 Maneuver	497	-	149	-	-	47	409
Stage 1	-	-	-	-	-	215	-
Stage 2	-	-	-	-	-	425	-
Platoon blocked, %		-		-	-		
Mov Cap-1 Maneuver	497	-	149	-	-	45	409
Mov Cap-2 Maneuver	-	-	-	-	-	45	-
Stage 1	-	-	-	-	-	213	-
Stage 2	-	-	-	-	-	414	-

Approach	EB	WB	SB
HCM Control Delay, s	0	0.1	54.5
HCM LOS			F

Minor Lane/Major Mvmt	EBL	EBT	WBU	WBT	WBR	SBLn1
Capacity (veh/h)	497	-	149	-	-	81
HCM Lane V/C Ratio	0.008	-	0.028	-	-	0.104
HCM Control Delay (s)	12.3	-	29.9	-	-	54.5
HCM Lane LOS	B	-	D	-	-	F
HCM 95th %tile Q(veh)	0	-	0.1	-	-	0.3

Lane Group	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations														
Traffic Volume (vph)	4	4	1409	7	4	28	1238	4	0	0	98	0	0	4
Future Volume (vph)	4	4	1409	7	4	28	1238	4	0	0	98	0	0	4
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)		350		0		300		65	0		0	0		0
Storage Lanes		1		0		1		1	0		1	0		1
Taper Length (ft)		200				225			25			25		
Satd. Flow (prot)	0	1727	3371	0	0	1754	3282	1468	0	0	1611	0	0	1611
Flt Permitted		0.950				0.950								
Satd. Flow (perm)	0	1727	3371	0	0	1754	3282	1468	0	0	1611	0	0	1611
Link Speed (mph)			55				55			25			25	
Link Distance (ft)			1461				2160			468			406	
Travel Time (s)			18.1				26.8			12.8			11.1	
Confl. Bikes (#/hr)								1						1
Peak Hour Factor	0.93	0.93	0.93	0.90	0.93	0.90	0.93	0.93	0.90	0.90	0.90	0.93	0.93	0.93
Heavy Vehicles (%)	2%	7%	7%	2%	10%	2%	10%	10%	2%	2%	2%	2%	2%	2%
Shared Lane Traffic (%)														10%
Lane Group Flow (vph)	0	8	1523	0	0	35	1331	4	0	0	109	0	0	4
Sign Control			Free				Free			Stop			Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 51.9%		ICU Level of Service A	
Analysis Period (min) 15			

Intersection	
Int Delay, s/veh	1

Movement	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations														
Traffic Vol, veh/h	4	4	1409	7	4	28	1238	4	0	0	98	0	0	4
Future Vol, veh/h	4	4	1409	7	4	28	1238	4	0	0	98	0	0	4
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	-	None	-	-	-	None	-	-	None	-	-	None
Storage Length	-	350	-	-	-	300	-	65	-	-	0	-	-	0
Veh in Median Storage, #	-	-	0	-	-	-	0	-	-	0	-	-	0	-
Grade, %	-	-	0	-	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	93	93	93	90	93	90	93	93	90	90	90	93	93	93
Heavy Vehicles, %	2	7	7	2	10	2	10	10	2	2	2	2	2	2
Mvmt Flow	4	4	1515	8	4	31	1331	4	0	0	109	0	0	4

Major/Minor	Major1				Major2				Minor1			Minor2		
Conflicting Flow All	1331	1335	0	0	1523	1523	0	0	-	-	762	-	-	666
Stage 1	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Critical Hdwy	6.44	4.24	-	-	6.6	4.14	-	-	-	-	6.94	-	-	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Follow-up Hdwy	2.52	2.27	-	-	2.6	2.22	-	-	-	-	3.32	-	-	3.32
Pot Cap-1 Maneuver	203	487	-	-	140	434	-	-	0	0	347	0	0	402
Stage 1	-	-	-	-	-	-	-	-	0	0	-	0	0	-
Stage 2	-	-	-	-	-	-	-	-	0	0	-	0	0	-
Platoon blocked, %			-	-			-	-						
Mov Cap-1 Maneuver	285	285	-	-	309	309	-	-	-	-	347	-	-	402
Mov Cap-2 Maneuver	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-	-	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0.1	0.5	20	14.1
HCM LOS			C	B

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	347	285	-	-	309	-	-	402
HCM Lane V/C Ratio	0.314	0.03	-	-	0.115	-	-	0.011
HCM Control Delay (s)	20	18	-	-	18.2	-	-	14.1
HCM Lane LOS	C	C	-	-	C	-	-	B
HCM 95th %tile Q(veh)	1.3	0.1	-	-	0.4	-	-	0

Lane Group	EBU	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations								
Traffic Volume (vph)	20	4	1492	10	1251	4	4	4
Future Volume (vph)	20	4	1492	10	1251	4	4	4
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)		350		325		60	0	0
Storage Lanes		1		1		1	1	0
Taper Length (ft)		200		225			25	
Satd. Flow (prot)	0	1756	3374	1687	3374	1509	1694	0
Flt Permitted		0.950		0.950			0.976	
Satd. Flow (perm)	0	1756	3374	1687	3374	1509	1694	0
Link Speed (mph)			55		55		25	
Link Distance (ft)			2160		1240		530	
Travel Time (s)			26.8		15.4		14.5	
Peak Hour Factor	0.92	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Heavy Vehicles (%)	2%	7%	7%	7%	7%	7%	2%	2%
Shared Lane Traffic (%)								
Lane Group Flow (vph)	0	26	1571	11	1317	4	8	0
Sign Control			Free		Free		Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization	51.2%	ICU Level of Service	A
Analysis Period (min)	15		

Intersection	
Int Delay, s/veh	0.6

Movement	EBU	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations								
Traffic Vol, veh/h	20	4	1492	10	1251	4	4	4
Future Vol, veh/h	20	4	1492	10	1251	4	4	4
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	None
Storage Length	-	350	-	325	-	60	0	-
Veh in Median Storage, #	-	-	0	-	0	-	0	-
Grade, %	-	-	0	-	0	-	0	-
Peak Hour Factor	92	95	95	95	95	95	95	95
Heavy Vehicles, %	2	7	7	7	7	7	2	2
Mvmt Flow	22	4	1571	11	1317	4	4	4

Major/Minor	Major1			Major2			Minor2	
Conflicting Flow All	1317	1321	0	1571	-	0	2177	659
Stage 1	-	-	-	-	-	-	1339	-
Stage 2	-	-	-	-	-	-	838	-
Critical Hdwy	6.44	4.24	-	6.54	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	-	-	5.84	-
Follow-up Hdwy	2.52	2.27	-	2.57	-	-	3.52	3.32
Pot Cap-1 Maneuver	207	493	-	134	-	-	39	406
Stage 1	-	-	-	-	-	-	209	-
Stage 2	-	-	-	-	-	-	385	-
Platoon blocked, %			-		-	-		
Mov Cap-1 Maneuver	226	226	-	134	-	-	32	406
Mov Cap-2 Maneuver	-	-	-	-	-	-	32	-
Stage 1	-	-	-	-	-	-	185	-
Stage 2	-	-	-	-	-	-	353	-

Approach	EB	WB	SB
HCM Control Delay, s	0.4	0.3	75.9
HCM LOS			F

Minor Lane/Major Mvmt	EBL	EBT	WBU	WBT	WBR	SBLn1
Capacity (veh/h)	226	-	134	-	-	59
HCM Lane V/C Ratio	0.115	-	0.079	-	-	0.143
HCM Control Delay (s)	22.9	-	34.1	-	-	75.9
HCM Lane LOS	C	-	D	-	-	F
HCM 95th %tile Q(veh)	0.4	-	0.3	-	-	0.5

Lane Group	EBU	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations								
Traffic Volume (vph)	4	4	1540	10	1804	4	4	4
Future Volume (vph)	4	4	1540	10	1804	4	4	4
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)		350		350		50	0	0
Storage Lanes		1		1		1	1	0
Taper Length (ft)		200		200			25	
Satd. Flow (prot)	0	1727	3374	1656	3312	1482	1694	0
Flt Permitted		0.950		0.950			0.976	
Satd. Flow (perm)	0	1727	3374	1656	3312	1482	1694	0
Link Speed (mph)			55		55		25	
Link Distance (ft)			1522		1461		593	
Travel Time (s)			18.9		18.1		16.2	
Confl. Bikes (#/hr)						1		1
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Heavy Vehicles (%)	2%	7%	7%	9%	9%	9%	2%	2%
Shared Lane Traffic (%)								
Lane Group Flow (vph)	0	8	1638	11	1919	4	8	0
Sign Control			Free		Free		Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 59.9%		ICU Level of Service B	
Analysis Period (min) 15			

Intersection	
Int Delay, s/veh	0.7

Movement	EBU	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations								
Traffic Vol, veh/h	4	4	1540	10	1804	4	4	4
Future Vol, veh/h	4	4	1540	10	1804	4	4	4
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	None
Storage Length	-	350	-	350	-	50	0	-
Veh in Median Storage, #	-	-	0	-	0	-	0	-
Grade, %	-	-	0	-	0	-	0	-
Peak Hour Factor	94	94	94	94	94	94	94	94
Heavy Vehicles, %	2	7	7	9	9	9	2	2
Mvmt Flow	4	4	1638	11	1919	4	4	4

Major/Minor	Major1			Major2			Minor2	
Conflicting Flow All	1919	1923	0	1638	-	0	2776	960
Stage 1	-	-	-	-	-	-	1941	-
Stage 2	-	-	-	-	-	-	835	-
Critical Hdwy	6.44	4.24	-	6.58	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	-	-	5.84	-
Follow-up Hdwy	2.52	2.27	-	2.59	-	-	3.52	3.32
Pot Cap-1 Maneuver	84	284	-	119	-	-	15	257
Stage 1	-	-	-	-	-	-	98	-
Stage 2	-	-	-	-	-	-	386	-
Platoon blocked, %			-		-	-		
Mov Cap-1 Maneuver	128	128	-	119	-	-	13	257
Mov Cap-2 Maneuver	-	-	-	-	-	-	13	-
Stage 1	-	-	-	-	-	-	91	-
Stage 2	-	-	-	-	-	-	350	-

Approach	EB	WB	SB
HCM Control Delay, s	0.2	0.2	210.6
HCM LOS			F

Minor Lane/Major Mvmt	EBL	EBT	WBU	WBT	WBR	SBLn1
Capacity (veh/h)	128	-	119	-	-	25
HCM Lane V/C Ratio	0.066	-	0.089	-	-	0.34
HCM Control Delay (s)	35	-	38.2	-	-	210.6
HCM Lane LOS	E	-	E	-	-	F
HCM 95th %tile Q(veh)	0.2	-	0.3	-	-	1

Lane Group	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations														
Traffic Volume (vph)	4	4	1524	20	4	82	1827	4	0	0	66	0	0	11
Future Volume (vph)	4	4	1524	20	4	82	1827	4	0	0	66	0	0	11
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)		350		0		300		65	0		0	0		0
Storage Lanes		1		0		1		1	0		1	0		1
Taper Length (ft)		200				225			25			25		
Satd. Flow (prot)	0	1727	3369	0	0	1764	3282	1468	0	0	1611	0	0	1611
Flt Permitted		0.950				0.950								
Satd. Flow (perm)	0	1727	3369	0	0	1764	3282	1468	0	0	1611	0	0	1611
Link Speed (mph)			55				55			25			25	
Link Distance (ft)			1461				2160			468			406	
Travel Time (s)			18.1				26.8			12.8			11.1	
Confl. Bikes (#/hr)								1						1
Peak Hour Factor	0.95	0.95	0.95	0.90	0.95	0.90	0.95	0.95	0.90	0.90	0.90	0.95	0.95	0.95
Heavy Vehicles (%)	2%	7%	7%	2%	10%	2%	10%	10%	2%	2%	2%	2%	2%	2%
Shared Lane Traffic (%)														
Lane Group Flow (vph)	0	8	1626	0	0	95	1923	4	0	0	73	0	0	12
Sign Control			Free				Free			Stop			Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 67.2%		ICU Level of Service C	
Analysis Period (min) 15			

Intersection	
Int Delay, s/veh	1

Movement	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations														
Traffic Vol, veh/h	4	4	1524	20	4	82	1827	4	0	0	66	0	0	11
Future Vol, veh/h	4	4	1524	20	4	82	1827	4	0	0	66	0	0	11
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	-	None	-	-	-	None	-	-	None	-	-	None
Storage Length	-	350	-	-	-	300	-	65	-	-	0	-	-	0
Veh in Median Storage, #	-	-	0	-	-	-	0	-	-	0	-	-	0	-
Grade, %	-	-	0	-	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	90	95	90	95	95	90	90	90	95	95	95
Heavy Vehicles, %	2	7	7	2	10	2	10	10	2	2	2	2	2	2
Mvmt Flow	4	4	1604	22	4	91	1923	4	0	0	73	0	0	12

Major/Minor	Major1				Major2				Minor1			Minor2		
Conflicting Flow All	1923	1927	0	0	1626	1626	0	0	-	-	813	-	-	962
Stage 1	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Critical Hdwy	6.44	4.24	-	-	6.6	4.14	-	-	-	-	6.94	-	-	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Follow-up Hdwy	2.52	2.27	-	-	2.6	2.22	-	-	-	-	3.32	-	-	3.32
Pot Cap-1 Maneuver	83	283	-	-	119	396	-	-	0	0	322	0	0	256
Stage 1	-	-	-	-	-	-	-	-	0	0	-	0	0	-
Stage 2	-	-	-	-	-	-	-	-	0	0	-	0	0	-
Platoon blocked, %			-	-			-	-						
Mov Cap-1 Maneuver	124	124	-	-	347	347	-	-	-	-	322	-	-	256
Mov Cap-2 Maneuver	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-	-	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0.2	0.9	19.4	19.7
HCM LOS			C	C

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	322	124	-	-	347	-	-	256
HCM Lane V/C Ratio	0.228	0.068	-	-	0.275	-	-	0.045
HCM Control Delay (s)	19.4	36.3	-	-	19.2	-	-	19.7
HCM Lane LOS	C	E	-	-	C	-	-	C
HCM 95th %tile Q(veh)	0.9	0.2	-	-	1.1	-	-	0.1

Lane Group	EBU	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations								
Traffic Volume (vph)	14	4	1572	9	1896	4	4	4
Future Volume (vph)	14	4	1572	9	1896	4	4	4
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)		350		325		60	0	0
Storage Lanes		1		1		1	1	0
Taper Length (ft)		200		225			25	
Satd. Flow (prot)	0	1752	3374	1687	3374	1509	1694	0
Flt Permitted		0.950		0.950			0.976	
Satd. Flow (perm)	0	1752	3374	1687	3374	1509	1694	0
Link Speed (mph)			55		55		25	
Link Distance (ft)			2160		1240		530	
Travel Time (s)			26.8		15.4		14.5	
Peak Hour Factor	0.90	0.98	0.98	0.98	0.98	0.98	0.98	0.98
Heavy Vehicles (%)	2%	7%	7%	7%	7%	7%	2%	2%
Shared Lane Traffic (%)								
Lane Group Flow (vph)	0	20	1604	9	1935	4	8	0
Sign Control			Free		Free		Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization	62.4%	ICU Level of Service	B
Analysis Period (min)	15		

Intersection	
Int Delay, s/veh	1

Movement	EBU	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations								
Traffic Vol, veh/h	14	4	1572	9	1896	4	4	4
Future Vol, veh/h	14	4	1572	9	1896	4	4	4
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	None
Storage Length	-	350	-	325	-	60	0	-
Veh in Median Storage, #	-	-	0	-	0	-	0	-
Grade, %	-	-	0	-	0	-	0	-
Peak Hour Factor	90	98	98	98	98	98	98	98
Heavy Vehicles, %	2	7	7	7	7	7	2	2
Mvmt Flow	16	4	1604	9	1935	4	4	4

Major/Minor	Major1			Major2			Minor2	
Conflicting Flow All	1935	1939	0	1604	-	0	2795	968
Stage 1	-	-	-	-	-	-	1953	-
Stage 2	-	-	-	-	-	-	842	-
Critical Hdwy	6.44	4.24	-	6.54	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	-	-	5.84	-
Follow-up Hdwy	2.52	2.27	-	2.57	-	-	3.52	3.32
Pot Cap-1 Maneuver	82	280	-	128	-	-	15	254
Stage 1	-	-	-	-	-	-	96	-
Stage 2	-	-	-	-	-	-	383	-
Platoon blocked, %			-		-	-		
Mov Cap-1 Maneuver	95	95	-	128	-	-	11	254
Mov Cap-2 Maneuver	-	-	-	-	-	-	11	-
Stage 1	-	-	-	-	-	-	76	-
Stage 2	-	-	-	-	-	-	356	-

Approach	EB	WB	SB
HCM Control Delay, s	0.6	0.2	260
HCM LOS			F

Minor Lane/Major Mvmt	EBL	EBT	WBU	WBT	WBR	SBLn1
Capacity (veh/h)	95	-	128	-	-	21
HCM Lane V/C Ratio	0.207	-	0.072	-	-	0.389
HCM Control Delay (s)	52.5	-	35.3	-	-	260
HCM Lane LOS	F	-	E	-	-	F
HCM 95th %tile Q(veh)	0.7	-	0.2	-	-	1.1

KIMLEY-HORN AND ASSOCIATES, INC
NC License #F-0102

MEMORANDUM

To:	Mr. Serge Grebenschikov, P.E., Town of Apex Mr. Russell Dalton, P.E., Town of Apex
From:	Travis Fluitt, P.E., Kimley-Horn and Associates, Inc,
Date:	July 9, 2021
Subject:	US 64 Residential, Apex, NC – Phase 2 TIA Addendum

NORTH CAROLINA PROFESSIONAL SEAL 034394 ENGINEER TRAVIS FLUITT
DocuSigned by:
E9D325B4BC3E429...
7/9/2021

Kimley-Horn has prepared this addendum to the *US 64 Residential TIA* (Kimley-Horn, April 2021) to evaluate the traffic impact of Phase 2 of the proposed development. Per the original TIA, Phase 1 of the development was assumed to include 400 apartment units and to be built-out by 2024. For this analysis, Phase 2 of the development is assumed to include 75 single family homes, a 11,000 square foot (SF) day care center, and a 3,500 SF drive-thru fast-food restaurant. Phase 2 is assumed to be built-out by 2026.

This report presents trip generation, directional distribution, traffic analyses, and recommendations for transportation improvements required to meet anticipated traffic demands in conjunction with build-out of Phase 2 of the proposed development in the 2026 study year.

Study Area

The study area intersections were obtained from the original TIA and were not modified as part of this analysis. Consistent with the original TIA, two site access scenarios were analyzed:

With RI/RO Driveway Scenario

- Proposed access road connection to US 64 opposite Flying Hawk Road
- Existing right-in/right-out (RI/RO) driveway on US 64

Without RI/RO Driveway Scenario

- Proposed access road connection to US 64 opposite Flying Hawk Road

Background Traffic

The projected (2024) background traffic volumes from the original TIA were grown at a 3% annual rate up to the 2026 study year to calculate the projected (2026) background traffic volumes.

Trip Generation and Assignment

Consistent with the original TIA, the trip generation potential of the proposed development was determined using the traffic generation data published in the *ITE Trip Generation Handbook* (Institute of Transportation Engineers, Tenth Edition, 2017). The trip generation is summarized in Table 1.

Table 1 ITE Traffic Generation (Vehicles)								
Land Use Code	Land Use	Intensity		Daily	AM Peak Hour		PM Peak Hour	
				Total	In	Out	In	Out
210	Single Family Housing	75	d.u.	798	15	43	49	28
221	Multifamily Housing (Mid-Rise)	400	d.u.	2,178	35	98	102	66
565	Day Care Center	11,000	s.f.	524	64	57	57	65
934	Fast-Food Restaurant	3,500	s.f.	1,648	72	69	59	55
Subtotal				5,148	186	267	267	214
Internal Capture Reduction				*462*	*17*	*17*	*18*	*18*
Pass-by Capture/Diverted Link Trips				*730*	*28*	*32*	*40*	*39*
Total Net New External Trips				**3,956**	**141**	**218**	**209**	**157**

As shown in Table 1, the development is anticipated to generate approximately 3,956 new external trips on a typical weekday, with 359 new external trips during the AM peak hour and 366 new external trips during the PM peak hour.

Internally captured trips are trips that begin and end on the project site and do not access the external roadway network. ITE Methodology indicates that internal capture between the proposed land uses will represent approximately 7.5% of site trips in both peak hours.

Pass-by trips are trips already on the network that will make a trip to the site as they pass by on the adjacent street. ITE Methodology indicates that approximately 49% of the AM peak hour trips and 50% of the PM peak hour trips associated with the fast-food restaurant will be pass-by trips. ITE Methodology also indicates that up to 50% of the day care trips in the PM peak hour may be diverted link trips. Consistent with previous studies performed in the Town, a diverted link trip percentage of 25% was applied to the PM peak hour day care trips to present a conservative analysis.

The proposed site-generated trips were assigned to the surrounding roadway network. Due to the addition of the commercial traffic, the following overall distribution was used for Phase 2:

- 70% to/from the east on US 64
- 30% to/from the west on US 64

The proposed pass-by trips were assigned to the roadway network based on the directional distribution of background volumes along US 64.

Full trip generation calculations, site-generated trip assignment, and pass-by trip assignment are shown on the intersection spreadsheets attached to this memorandum.

Build-out Traffic

The projected (2026) background volumes were added to the proposed site-generated trips to calculate the projected (2026) build-out traffic volumes. **Figures 1** and **2** show the projected build-out traffic volumes for the "With RI/RO Driveway" scenario, and **Figures 3** and **4** show the projected build-out traffic volumes for the "Without RI/RO Driveway" scenario.

Capacity Analysis

Capacity analyses were performed using Synchro/SimTraffic Version 10 software. Consistent with the original TIA, peak hour factors (PHF) were obtained from turning movement counts for the existing intersections while a PHF of 0.90 was used at the site driveways. Synchro intersection level-of-service (LOS) reports are attached and the LOS for the study intersections are summarized in Table 2.

Table 2
Level-of-Service Summary

Condition	AM Peak Hour LOS (Delay)	PM Peak Hour LOS (Delay)
US 64 at Pinefield Road (Unsignalized)		
Background (2026) Traffic	SB – F (64.3) EBL – C (18.6) WBU – D (33.2)	SB – F (234.6) EBL – E (40.0) WBU – E (37.8)
Phase 2 Build-out (2026) Traffic	SB – F (75.9) EBL – C (20.0) WBU – E (35.3)	SB – F (350.0) EBL – E (42.7) WBU – E (43.9)
US 64 at Flying Hawk Road/Site Access Road (Unsignalized)		
Background (2026) Traffic	SB – F (69.8) EBL – C (19.1) WBU – E (35.1)	SB – F (343.0) EBL – E (38.3) WBU – E (36.9)
Phase 2 Build-out (2026) Traffic – *with RI/RO Driveway Scenario*	NB – D (28.9) SB – B (14.6) EBL – D (33.4) WBL – C (23.2)	NB – D (26.9) SB – C (21.0) EBL – F (138.5) WBL – D (33.4)
Phase 2 Build-out (2024) Traffic – *without RI/RO Driveway Scenario*	NB – F (53.3) SB – C (15.0) EBL – C (20.5) WBL – D (28.3)	NB – E (40.3) SB – C (21.6) EBL – E (41.8) WBL – E (38.6)

Table 2 (cont.) Level-of-Service Summary		
Condition	**AM Peak Hour LOS (Delay)**	**PM Peak Hour LOS (Delay)**
US 64 at Goodwin Road (Unsignalized)		
Background (2026) Traffic	SB – F (69.6) EBL – C (18.6) WBU – D (34.1)	SB – F (231.0) EBL – E (37.2) WBU – E (36.1)
Phase 2 Build-out (2026) Traffic – *with RI/RO Driveway Scenario*	SB – F (133.2) EBL – D (30.1) WBU – E (44.7)	SB – F (> 500) EBL – F (95.7) WBU – E (43.3)
Phase 2 Build-out (2024) Traffic – *without RI/RO Driveway Scenario*	SB – F (322.8) EBL – E (48.4) WBU – E (44.7)	SB – F (> 500)* EBL – F (285.8) WBU – E (43.3)
US 64 at RI/RO Site Driveway (Unsignalized)		
Phase 2 Build-out (2026) Traffic	NB – C (21.7)	NB – C (23.7)

**Note: Synchro reports short delays for this movement, but this seems to be an error in the calculations.*

Recommendations

Based on the analysis presented herein, the following roadway improvements are recommended to be performed in conjunction with Phase 2 of the US 64 Residential development:

With RI/RO Driveway Scenario

US 64 at Flying Hawk Road/Site Access Road

- Construct an eastbound right-turn taper on US 64
- Monitor for a traffic signal

US 64 at RI/RO Site Driveway

- Construct an eastbound right-turn lane with 100 feet of storage on US 64

Per the NCDOT Roadway Design Manual, the intersection of US 64 at Flying Hawk Road/Site Access Road is expected to warrant an eastbound right-turn taper under projected build-out traffic demands. To present a conservative analysis this improvement was not included in the analysis files. At project build-out with the additional driveway on US 64, the Site Access Road approach is expected to operate with moderate delays in both peak hours. However, SimTraffic indicates the possibility of long eastbound and westbound left-turn queues in the PM peak hour. Therefore, due to projected left-turn and conflicting through volumes on US 64, it is recommended that this intersection be monitored for signalization.

Per the NCDOT Roadway Design Manual, the intersection of US 64 at RI/RO Site Driveway is expected to warrant an eastbound right-turn lane under projected build-out traffic demands. With this lane in place, the intersection is expected to operate with short delays on the minor street approach (RI/RO Site Driveway) in both peak hours. No queuing issues are expected at this intersection.

The full-movement intersections of US 64 at Pinefield Road and US 64 at Goodwin Road are expected to operate with long minor street delays in 2026 with or without the proposed development in place. It is typical for stop sign controlled side streets 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. Furthermore, Synchro indicates that 95th percentile queues on the minor street approaches are expected to be less than 2 vehicles under projected build-out traffic demands. Therefore, no roadway improvements are recommended at these intersections in this scenario.

Figure 5 shows the recommended roadway laneage for the "With RI/RO Driveway" scenario.

Without RI/RO Driveway Scenario

US 64 at Flying Hawk Road/Site Access Road

- Construct an eastbound right-turn lane with 100 feet of storage on US 64
- Monitor for a traffic signal

US 64 at Goodwin Road

- Monitor for a traffic signal

Per the Roadway Design Manual, the intersection of US 64 at Flying Hawk Road/Site Access Road is expected to warrant an eastbound right-turn lane under projected build-out traffic demands. With the lane in place, the Site Access Road approach is expected to operate with long delays in the AM peak hour and moderate delays in the PM peak hour. SimTraffic indicates the possibility of long queues on the northbound approach of the Site Access Road in the AM peak hour and long westbound left-turn queues on US 64 in the PM peak hour. Therefore, due to projected left-turn and conflicting through volumes on US 64, it is recommended that this intersection be monitored for signalization.

The intersection of US 64 at Goodwin Road is expected to operate with long delays on the minor street approach (Goodwin Road) in 2026 with or without the proposed development in place. SimTraffic indicates the possibility of long queues for the eastbound U-turn at Goodwin Road in the PM peak hour without the additional site access on US 64. Therefore, it is recommended that this intersection be monitored for signalization in this scenario.

The intersection of US 64 at Pinefield Road is expected to operate with long minor street delays in 2026 with or without the proposed development in place. It is typical for stop sign controlled side streets 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. Furthermore, Synchro indicates that 95th percentile queues on the minor street approaches are expected to be less than 2 vehicles under projected build-out traffic demands. Therefore, no roadway improvements are recommended at this intersection.

Figure 6 shows the recommended roadway laneage for the "Without RI/RO Driveway" scenario.

Should you have any questions or comments, please do not hesitate to contact me at (919) 653-2948 or travis.fluitt@kimley-horn.com.

NOT TO SCALE

US 64

PINEFIELD RD.

FLYING HAWK RD.

GOODWIN RD.

[1] (0) 1
[0] (0) 0

0 (0) [0]
1295 (65) <1> [1361]

1291 (65) <1> [1357]

[0] (0) 0
[0] (0) 0

1 (0) [1]
1289 (22) <-8> [1303]
0 (99) <13> [112]
1 (0) [1]

[1] (0) 1
[1] (0) 1

1 (0) [1]
1294 (99) [1393]
10 (0) [10]

[0] (0) 0
[1532] (42) 1490

[1497] <-7> (14) 1490
[35] <7> (28) 0

0 (87) <13> [100]

[55] <10> (44) 1
[1] (0) 1
[1522] <-12> (44) 1490
[22] <8> (14) 0

0 (131) <19> [150]

[27] <5> (22) 0
[0] (0) 0
[1666] <18> (153) 1495

RI/RO SITE DRWY.

SITE ACCESS ROAD

SITE

LEGEND

XX BACKGROUND TRAFFIC

(XX) SITE TRAFFIC

<XX> PASS-BY TRAFFIC

[XX] TOTAL BUILD-OUT TRAFFIC

PROJECTED (2026) PHASE 2 BUILD-OUT
AM PEAK HOUR TRAFFIC VOLUMES
– WITH RI/RO DRIVEWAY

FIGURE 1

US 64 RESIDENTIAL – PHASE 2
APEX, NC
TRAFFIC IMPACT ANALYSIS

Kimley»Horn

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NOT TO SCALE

US 64

PINEFIELD RD.

[3] (0) 3
[3] (0) 3

1 (0) [1]
1894 (47) <-1> [1940]
3 (0) {7} [10]

1927 (47) <-1> {7} [1980]

FLYING HAWK RD.

[0] {-7} (0) 7
[12] {7} (0) 5

5 (0) [5]
1918 (16) <-14> [1920]
0 (146) <22> [168]
5 (0) [5]

GOODWIN RD.

0 (0) [0]
0 (0) [0]

1 (0) [1]
1918 (146) [2064]
9 (0) [9]

[3] (0) 3
[3] (0) 3
[1670] (63) 1607

[1633] {7} <-6> (21) 1611
[48] <6> (42) 0

0 (63) <16> [79]

RI/RO SITE DRWY.

[45] <14> (31) 0
[5] (0) 5
[1626] {7} <-16> (31) 1604
[33] <12> (21) 0

0 (94) <23> [117]

SITE ACCESS ROAD

[25] <8> (16) 1
[0] (0) 0
[1734] <18> (110) 1606

SITE

LEGEND

XX BACKGROUND TRAFFIC

(XX) SITE TRAFFIC

<XX> PASS-BY TRAFFIC

{XX} ACCESS DIVERSION

[XX] TOTAL BUILD-OUT TRAFFIC

FIGURE 2

PROJECTED (2026) PHASE 2 BUILD-OUT
PM PEAK HOUR TRAFFIC VOLUMES
– WITH RI/RO DRIVEWAY

US 64 RESIDENTIAL – PHASE 2
APEX, NC
TRAFFIC IMPACT ANALYSIS

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NOT TO SCALE

US 64

PINEFIELD RD.

[1] (0) 0
[0] (0) 1

0 (0) [0]
1295 (65) <1> [1361]

[0] (0) 0
[1532] (42) 1490

FLYING HAWK RD.

[0] (0) 0

1 (0) [1]
1289 (65) <1> [1355]
0 (99) <13> [112]
1 (0) [1]

[1] (0) 1
[1] (0) 1
[1475] <–15> (0) 1490
[57] <15> (42) 0

0 (218) <32> [250]

GOODWIN RD.

[1] (0) 1

1 (0) [1]
1294 (99) [1393]
10 (0) [10]

[79] <14> (65) 0
[0] (0) 0
[1666] <18> (153) 1495

SITE ACCESS ROAD

SITE

LEGEND

XX BACKGROUND TRAFFIC

(XX) SITE TRAFFIC

<XX> PASS–BY TRAFFIC

[XX] TOTAL BUILD–OUT TRAFFIC

PROJECTED (2026) PHASE 2 BUILD–OUT
AM PEAK HOUR TRAFFIC VOLUMES
– NO RI/RO DRIVEWAY

FIGURE 3

US 64 RESIDENTIAL – PHASE 2
APEX, NC
TRAFFIC IMPACT ANALYSIS

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NOT TO SCALE

US 64

PINEFIELD RD.

[3] (0) 3
[3] (0) 3
[1670] (63) 1607

1 (0) [1]
1894 (47) <-1> [1940]
3 (0) {7} [10]

FLYING HAWK RD.

[5] (0) 5
[1593] {7} <-18> (0) 1604
[81] <18> (63) 0

[0] {-7} (0) 7
[12] {7} (0) 5

5 (0) [5]
1918 (47) <-1> [1964]
0 (146) <22> [168]
5 (0) [5]

0 (157) <39> [196]

GOODWIN RD.

[69] <21> (47) 1
[0] (0) 0
[1734] <18> (110) 1606

[0] (0) 0
[0] (0) 0

1 (0) [1]
1918 (146) [2064]
9 (0) [9]

SITE ACCESS ROAD

SITE

LEGEND

XX BACKGROUND TRAFFIC

(XX) SITE TRAFFIC

<XX> PASS-BY TRAFFIC

{XX} ACCESS DIVERSION

[XX] TOTAL BUILD-OUT TRAFFIC

FIGURE 4

PROJECTED (2026) PHASE 2 BUILD-OUT
PM PEAK HOUR TRAFFIC VOLUMES
– NO RI/RO DRIVEWAY

US 64 RESIDENTIAL – PHASE 2
APEX, NC
TRAFFIC IMPACT ANALYSIS

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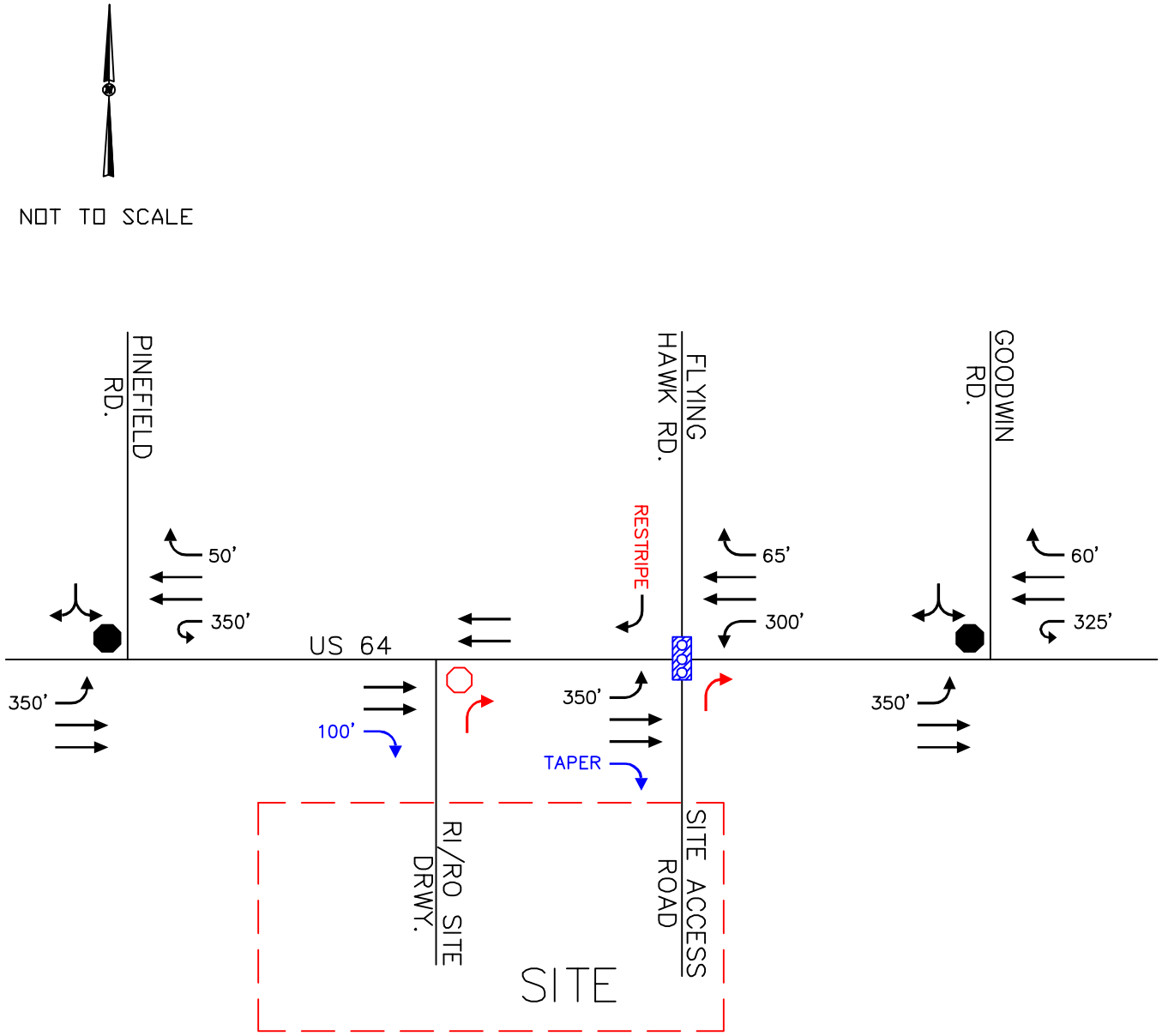

LEGEND

- EXISTING LANE
- EXISTING STOP SIGN
- PHASE 1 RECOMMENDED LANE (FROM ORIGINAL TIA)
- PHASE 1 RECOMMENDED STOP SIGN (FROM ORIGINAL TIA)
- PHASE 2 RECOMMENDED MONITORING FOR SIGNALIZATION
- PHASE 2 RECOMMENDED LANE
- XX' STORAGE LENGTH

Kimley»Horn	US 64 RESIDENTIAL – PHASE 2 APEX, NC TRAFFIC IMPACT A	RECOMMENDED ROADWAY LANEAGE – WITH RI/RO DRIVEWAY	FIGURE 5

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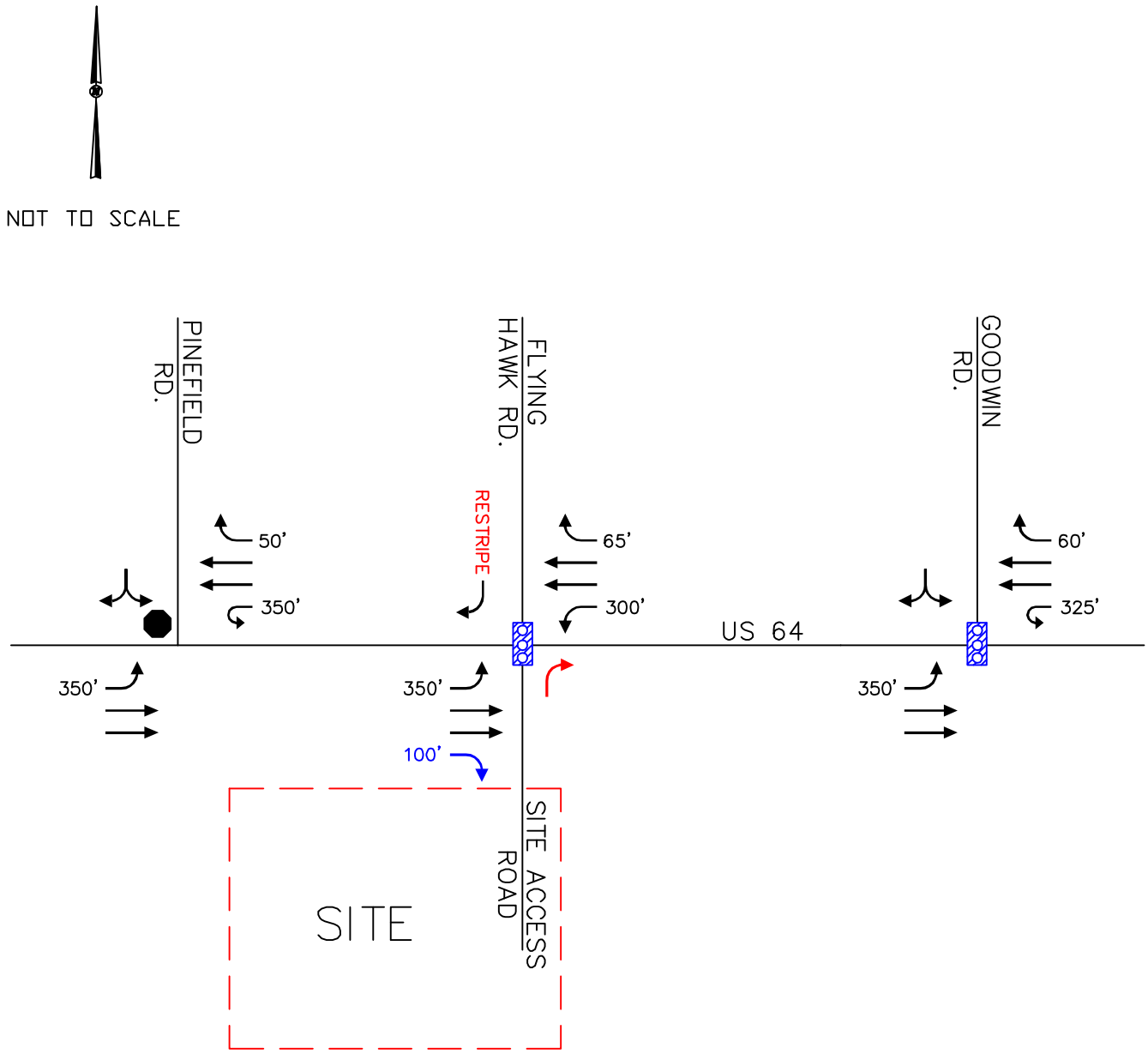

LEGEND

- EXISTING LANE
- EXISTING STOP SIGN
- PHASE 1 RECOMMENDED LANE (FROM ORIGINAL TIA)
- PHASE 2 RECOMMENDED MONITORING FOR SIGNALIZATION
- PHASE 2 RECOMMENDED LANE
- XX' STORAGE LENGTH

Kimley»Horn	US 64 RESIDENTIAL – PHASE 2 APEX, NC TRAFFIC IMPACT A	RECOMMENDED ROADWAY LANEAGE – NO RI/RO DRIVEWAY	FIGURE 6

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Attachments

Trip Generation Table

US 64 Residential - Phase 2

Table 1 - Trip Generation ITE (10th Edition)

Land Use	Intensity		Daily			AM Peak Hour			PM Peak Hour		
			Total	In	Out	Total	In	Out	Total	In	Out
210 Single Family Detached Housing	75	d.u.	798	399	399	58	15	43	77	49	28
221 Multifamily Housing (Mid-Rise)	400	d.u.	2,178	1,089	1,089	133	35	98	168	102	66
565 Day Care Center	11,000	s.f.	524	262	262	121	64	57	122	57	65
934 Fast-Food Restaurant with Drive-Through Window	3,500	s.f.	1,648	824	824	141	72	69	114	59	55
Subtotal			**5,148**	**2,574**	**2,574**	**453**	**186**	**267**	**481**	**267**	**214**
Internal Capture											
210 Single Family Detached Housing			62	24	38	5	1	4	5	3	2
221 Multifamily Housing (Mid-Rise)			169	67	102	12	2	10	13	7	6
934 Fast-Food Restaurant with Drive-Through Window			231	140	91	17	14	3	18	8	10
Internal Capture Total			*462*	*231*	*231*	*34*	*17*	*17*	*36*	*18*	*18*
Total External Trips			**4,686**	**2,343**	**2,343**	**419**	**169**	**250**	**445**	**249**	**196**
Pass-By Capture/Diverted Link Trips	AM	PM									
565 Day Care Center	0%	25%	30	15	15	0	0	0	30	14	16
934 Fast-Food Restaurant with Drive-Through Window	49%	50%	700	350	350	60	28	32	49	26	23
Pass-By Capture/Diverted Link Total			*730*	*365*	*365*	*60*	*28*	*32*	*79*	*40*	*39*
Total Net New External Trips			**3,956**	**1,978**	**1,978**	**359**	**141**	**218**	**366**	**209**	**157**

Internal Capture Reduction Calculations

Methodology for A.M. Peak Hour and P.M. Peak Hour
based on the *Trip Generation Handbook* , 3rd Edition, published by the Institute of Transportation Engineers

Methodology for Daily
based on the average of the Unconstrained Rates for the A.M. Peak Hour and P.M. Peak Hour

SUMMARY

GROSS TRIP GENERATION

INPUT

Land Use	Daily		A.M. Peak Hour		P.M. Peak Hour	
	Enter	Exit	Enter	Exit	Enter	Exit
Office	0	0	0	0	0	0
Retail	0	0	0	0	0	0
Restaurant	824	824	72	69	59	55
Cinema/Entertainment	0	0	0	0	0	0
Residential	1,488	1,488	50	141	151	94
Hotel	0	0	0	0	0	0
	2,312	2,312	122	210	210	149

INTERNAL TRIPS

OUTPUT

Land Use	Daily		A.M. Peak Hour		P.M. Peak Hour	
	Enter	Exit	Enter	Exit	Enter	Exit
Office	0	0	0	0	0	0
Retail	0	0	0	0	0	0
Restaurant	140	91	14	3	8	10
Cinema/Entertainment	0	0	0	0	0	0
Residential	91	140	3	14	10	8
Hotel	0	0	0	0	0	0
	231	231	17	17	18	18
% Reduction	10.0%		10.2%		10.0%	

EXTERNAL TRIPS

OUTPUT

Land Use	Daily		A.M. Peak Hour		P.M. Peak Hour	
	Enter	Exit	Enter	Exit	Enter	Exit
Office	0	0	0	0	0	0
Retail	0	0	0	0	0	0
Restaurant	684	733	58	66	51	45
Cinema/Entertainment	0	0	0	0	0	0
Residential	1,397	1,348	47	127	141	86
Hotel	0	0	0	0	0	0
	2,081	2,081	105	193	192	131

With RI/RO Driveway Scenario: Intersection Spreadsheet, Synchro Output, and Turn Lane Warrants

INTERSECTION ANALYSIS SHEET

Project:	**US 64 Residential - Phase 2**
Location:	**Apex NC**
Scenario:	**With RI/RO Site Driveway**
Ct. Date	**December 1, 2020**
N/S Street:	**Pinefield Road**
E/W Street:	**US 64**

	AM In	AM Out	PM In	PM Out
Net New Trips:	141	218	209	157
Pass-By Trips:	28	32	40	39

Annual Growth Rate:	3.0%	**Existing Year:**	2021
Growth Factor:	0.159274	**Buildout Year:**	2026

AM PEAK HOUR
AM PHF = 0.95

Description	US 64 Eastbound U-Turn	Left	Through	Right	US 64 Westbound U-Turn	Through	Right	Northbound Left	Through	Right	Pinefield Road Southbound Left	Through	Right
2020 Traffic Count	0	0	977	0	0	853	0	0	0	0	1	0	0
25% COVID-19 Factoring	0	0	244	0	0	213	0	0	0	0	0	0	0
2021 Existing Traffic	0	0	1221	0	0	1066	0	0	0	0	1	0	0
Growth Factor (0.03 per year)	0.159	0.159	0.159	0.159	0.159	0.159	0.159	0.159	0.159	0.159	0.159	0.159	0.159
2026 Background Growth	0	0	194	0	0	170	0	0	0	0	0	0	0
Committed Projects													
Sweetwater (15% res. + 100% comm.)	0	0	46	0	0	33	0	0	0	0	0	0	0
Smith Farm (25% residential)	0	0	6	0	0	19	0	0	0	0	0	0	0
Deer Creek (20% residential)	0	0	23	0	0	7	0	0	0	0	0	0	0
Total Committed Traffic	0	0	75	0	0	59	0	0	0	0	0	0	0
2026 Background Traffic	0	0	1490	0	0	1295	0	0	0	0	1	0	0
Project Traffic													
Percent Assignment Inbound	0%	0%	30%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Inbound Project Traffic	0	0	42	0	0	0	0	0	0	0	0	0	0
Percent Assignment Outbound	0%	0%	0%	0%	0%	30%	0%	0%	0%	0%	0%	0%	0%
Outbound Project Traffic	0	0	0	0	0	65	0	0	0	0	0	0	0
Total External Site Traffic	0	0	42	0	0	65	0	0	0	0	0	0	0
Pass-By Capture Reduction	0	0	-15	0	0	-13	0	0	0	0	0	0	0
Pass-By Capture Assignment	0	0	15	0	0	14	0	0	0	0	0	0	0
Total Pass-By Traffic	0	0	0	0	0	1	0	0	0	0	0	0	0
Total Project Traffic	0	0	42	0	0	66	0	0	0	0	0	0	0
2026 Buildout Total	0	0	1532	0	0	1361	0	0	0	0	1	0	0
Percent Impact (Approach)			2.7%			4.8%			-			0.0%	

Overall Percent Impact 3.7%

PM PEAK HOUR
PM PHF = 0.94

Description	US 64 Eastbound U-Turn	Left	Through	Right	US 64 Westbound U-Turn	Through	Right	Northbound Left	Through	Right	Pinefield Road Southbound Left	Through	Right
2020 Traffic Count	2	2	1047	0	2	1240	1	0	0	0	2	0	2
25% COVID-19 Factoring	1	1	262	0	1	310	0	0	0	0	1	0	1
2021 Existing Traffic	3	3	1309	0	3	1550	1	0	0	0	3	0	3
Growth Factor (0.03 per year)	0.159	0.159	0.159	0.159	0.159	0.159	0.159	0.159	0.159	0.159	0.159	0.159	0.159
2026 Background Growth	0	0	208	0	0	247	0	0	0	0	0	0	0
Committed Projects													
Sweetwater (15% res. + 100% comm.)	0	0	57	0	0	62	0	0	0	0	0	0	0
Smith Farm (25% residential)	0	0	20	0	0	11	0	0	0	0	0	0	0
Deer Creek (20% residential)	0	0	13	0	0	24	0	0	0	0	0	0	0
Total Committed Traffic	0	0	90	0	0	97	0	0	0	0	0	0	0
2026 Background Traffic	3	3	1607	0	3	1894	1	0	0	0	3	0	3
Superstreet Diversion	0	0	0	0	7	0	0	0	0	0	0	0	0
Project Traffic													
Percent Assignment Inbound	0%	0%	30%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Inbound Project Traffic	0	0	63	0	0	0	0	0	0	0	0	0	0
Percent Assignment Outbound	0%	0%	0%	0%	0%	30%	0%	0%	0%	0%	0%	0%	0%
Outbound Project Traffic	0	0	0	0	0	47	0	0	0	0	0	0	0
Total External Site Traffic	0	0	63	0	0	47	0	0	0	0	0	0	0
Pass-By Capture Reduction	0	0	-18	0	0	-22	0	0	0	0	0	0	0
Pass-By Capture Assignment	0	0	18	0	0	21	0	0	0	0	0	0	0
Total Pass-By Traffic	0	0	0	0	0	-1	0	0	0	0	0	0	0
Total Project Traffic	0	0	63	0	0	46	0	0	0	0	0	0	0
2026 Buildout Total	3	3	1670	0	10	1940	1	0	0	0	3	0	3
Percent Impact (Approach)			3.8%			2.4%			-			0.0%	

Overall Percent Impact 3.0%

INTERSECTION ANALYSIS SHEET

Project:	**US 64 Residential - Phase 2**
Location:	**Apex NC**
Scenario:	**With RI/RO Site Driveway**
Ct. Date	**December 1, 2020**
N/S Street:	**Flying Hawk Road/Site Access Road**
E/W Street:	**US 64**

	AM In	**AM Out**	**PM In**	**PM Out**
Net New Trips:	141	218	209	157
Pass-By Trips:	28	32	40	39

Annual Growth Rate:	3.0%	**Existing Year:**	2021
Growth Factor:	0.159274	**Buildout Year:**	2026

AM PEAK HOUR
AM PHF = 0.93

Description	US 64 **Eastbound** U-Turn	Left	Through	Right	US 64 **Westbound** U-Turn	Left	Through	Right	Site Access Road **Northbound** Left	Through	Right	Flying Hawk Road **Southbound** Left	Through	Right
2020 Traffic Count	1	1	977	0	1	0	849	1	0	0	0	0	0	0
25% COVID-19 Factoring	0	0	244	0	0	0	212	0	0	0	0	0	0	0
2021 Existing Traffic	1	1	1221	0	1	0	1061	1	0	0	0	0	0	0
Growth Factor (0.03 per year)	0.159	0.159	0.159	0.159	0.159	0.159	0.159	0.159	0.159	0.159	0.159	0.159	0.159	0.159
2026 Background Growth	0	0	194	0	0	0	169	0	0	0	0	0	0	0
Committed Projects														
Sweetwater (15% res. + 100% comm.)	0	0	46	0	0	0	33	0	0	0	0	0	0	0
Smith Farm (25% residential)	0	0	6	0	0	0	19	0	0	0	0	0	0	0
Deer Creek (20% residential)	0	0	23	0	0	0	7	0	0	0	0	0	0	0
Total Committed Traffic	0	0	75	0	0	0	59	0	0	0	0	0	0	0
2026 Background Traffic	1	1	1490	0	1	0	1289	1	0	0	0	0	0	0
Project Traffic														
Percent Assignment Inbound	0%	0%	0%	10%	0%	70%	0%	0%	0%	0%	0%	0%	0%	0%
Inbound Project Traffic	0	0	0	14	0	99	0	0	0	0	0	0	0	0
Percent Assignment Outbound	20%	0%	20%	0%	0%	0%	10%	0%	0%	0%	60%	0%	0%	0%
Outbound Project Traffic	44	0	44	0	0	0	22	0	0	0	131	0	0	0
Total External Site Traffic	44	0	44	14	0	99	22	0	0	0	131	0	0	0
Pass-By Capture Reduction	0	0	-15	0	0	0	-13	0	0	0	0	0	0	0
Pass-By Capture Assignment	10	0	3	8	0	13	5	0	0	0	19	0	0	0
Total Pass-By Traffic	10	0	-12	8	0	13	-8	0	0	0	19	0	0	0
Total Project Traffic	54	0	32	22	0	112	14	0	0	0	150	0	0	0
2026 Buildout Total	55	1	1522	22	1	112	1303	1	0	0	150	0	0	0
Percent Impact (Approach)			6.8%				8.9%			100.0%			-	

Overall Percent Impact 12.1%

PM PEAK HOUR
PM PHF = 0.95

Description	US 64 **Eastbound** U-Turn	Left	Through	Right	US 64 **Westbound** U-Turn	Left	Through	Right	Site Access Road **Northbound** Left	Through	Right	Flying Hawk Road **Southbound** Left	Through	Right
2020 Traffic Count	0	3	1045	0	3	0	1257	3	0	0	0	5	0	3
25% COVID-19 Factoring	0	1	261	0	1	0	314	1	0	0	0	1	0	1
2021 Existing Traffic	0	4	1306	0	4	0	1571	4	0	0	0	6	0	4
Growth Factor (0.03 per year)	0.159	0.159	0.159	0.159	0.159	0.159	0.159	0.159	0.159	0.159	0.159	0.159	0.159	0.159
2026 Background Growth	0	1	208	0	1	0	250	1	0	0	0	1	0	1
Committed Projects														
Sweetwater (15% res. + 100% comm.)	0	0	57	0	0	0	62	0	0	0	0	0	0	0
Smith Farm (25% residential)	0	0	20	0	0	0	11	0	0	0	0	0	0	0
Deer Creek (20% residential)	0	0	13	0	0	0	24	0	0	0	0	0	0	0
Total Committed Traffic	0	0	90	0	0	0	97	0	0	0	0	0	0	0
2026 Background Traffic	0	5	1604	0	5	0	1918	5	0	0	0	7	0	5
Superstreet Diversion	0	0	7	0	0	0	0	0	0	0	0	-7	0	7
Project Traffic														
Percent Assignment Inbound	0%	0%	0%	10%	0%	70%	0%	0%	0%	0%	0%	0%	0%	0%
Inbound Project Traffic	0	0	0	21	0	146	0	0	0	0	0	0	0	0
Percent Assignment Outbound	20%	0%	20%	0%	0%	0%	10%	0%	0%	0%	60%	0%	0%	0%
Outbound Project Traffic	31	0	31	0	0	0	16	0	0	0	94	0	0	0
Total External Site Traffic	31	0	31	21	0	146	16	0	0	0	94	0	0	0
Pass-By Capture Reduction	0	0	-18	0	0	0	-22	0	0	0	0	0	0	0
Pass-By Capture Assignment	14	0	2	12	0	22	8	0	0	0	23	0	0	0
Total Pass-By Traffic	14	0	-16	12	0	22	-14	0	0	0	23	0	0	0
Total Project Traffic	45	0	15	33	0	168	2	0	0	0	117	0	0	0
2026 Buildout Total	45	5	1626	33	5	168	1920	5	0	0	117	0	0	12
Percent Impact (Approach)			5.4%				8.1%			100.0%			0.0%	

Overall Percent Impact 9.7%

INTERSECTION ANALYSIS SHEET

Project:	**US 64 Residential - Phase 2**
Location:	**Apex NC**
Scenario:	**With RI/RO Site Driveway**
Ct. Date	**January 26, 2021**
N/S Street:	**Goodwin Road**
E/W Street:	**US 64**

	AM In	AM Out	PM In	PM Out
Net New Trips:	141	218	209	157
Pass-By Trips:	28	32	40	39

Annual Growth Rate:	3.0%	**Existing Year:**	2021
Growth Factor:	0.159274	**Buildout Year:**	2026

AM PEAK HOUR
AM PHF = 0.95

Description	US 64 Eastbound U-Turn	Left	Through	Right	US 64 Westbound U-Turn	Through	Right	Northbound Left	Through	Right	Goodwin Road Southbound Left	Through	Right
2021 Traffic Count	0	0	980	0	7	803	1	0	0	0	1	0	1
25% COVID-19 Factoring	0	0	245	0	2	201	0	0	0	0	0	0	0
Volume Balancing	0	0	0	0	0	61	0	0	0	0	0	0	0
2021 Existing Traffic	0	0	1225	0	9	1065	1	0	0	0	1	0	1
Growth Factor (0.03 per year)	0.159	0.159	0.159	0.159	0.159	0.159	0.159	0.159	0.159	0.159	0.159	0.159	0.159
2026 Background Growth	0	0	195	0	1	170	0	0	0	0	0	0	0
Committed Projects													
Sweetwater (15% res. + 100% comm.)	0	0	46	0	0	33	0	0	0	0	0	0	0
Smith Farm (25% residential)	0	0	6	0	0	19	0	0	0	0	0	0	0
Deer Creek (20% residential)	0	0	23	0	0	7	0	0	0	0	0	0	0
Total Committed Traffic	0	0	75	0	0	59	0	0	0	0	0	0	0
2026 Background Traffic	0	0	1495	0	10	1294	1	0	0	0	1	0	1
Project Traffic													
Percent Assignment Inbound	0%	0%	0%	0%	0%	70%	0%	0%	0%	0%	0%	0%	0%
Inbound Project Traffic	0	0	0	0	0	99	0	0	0	0	0	0	0
Percent Assignment Outbound	10%	0%	70%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Outbound Project Traffic	22	0	153	0	0	0	0	0	0	0	0	0	0
Total External Site Traffic	22	0	153	0	0	99	0	0	0	0	0	0	0
Pass-By Capture Reduction	0	0	0	0	0	0	0	0	0	0	0	0	0
Pass-By Capture Assignment	5	0	18	0	0	0	0	0	0	0	0	0	0
Total Pass-By Traffic	5	0	18	0	0	0	0	0	0	0	0	0	0
Total Project Traffic	27	0	171	0	0	99	0	0	0	0	0	0	0
2026 Buildout Total	27	0	1666	0	10	1393	1	0	0	0	1	0	1
Percent Impact (Approach)			11.7%			7.1%			-			0.0%	
Overall Percent Impact	9.6%												

PM PEAK HOUR
PM PHF = 0.98

Description	US 64 Eastbound U-Turn	Left	Through	Right	US 64 Westbound U-Turn	Through	Right	Northbound Left	Through	Right	Goodwin Road Southbound Left	Through	Right
2021 Traffic Count	1	0	919	0	6	1098	1	0	0	0	0	0	0
25% COVID-19 Factoring	0	0	230	0	2	275	0	0	0	0	0	0	0
Volume Balancing	0	0	159	0	0	198	0	0	0	0	0	0	0
2021 Existing Traffic	1	0	1308	0	8	1571	1	0	0	0	0	0	0
Growth Factor (0.03 per year)	0.159	0.159	0.159	0.159	0.159	0.159	0.159	0.159	0.159	0.159	0.159	0.159	0.159
2026 Background Growth	0	0	208	0	1	250	0	0	0	0	0	0	0
Committed Projects													
Sweetwater (15% res. + 100% comm.)	0	0	57	0	0	62	0	0	0	0	0	0	0
Smith Farm (25% residential)	0	0	20	0	0	11	0	0	0	0	0	0	0
Deer Creek (20% residential)	0	0	13	0	0	24	0	0	0	0	0	0	0
Total Committed Traffic	0	0	90	0	0	97	0	0	0	0	0	0	0
2026 Background Traffic	1	0	1606	0	9	1918	1	0	0	0	0	0	0
Project Traffic													
Percent Assignment Inbound	0%	0%	0%	0%	0%	70%	0%	0%	0%	0%	0%	0%	0%
Inbound Project Traffic	0	0	0	0	0	146	0	0	0	0	0	0	0
Percent Assignment Outbound	10%	0%	70%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Outbound Project Traffic	16	0	110	0	0	0	0	0	0	0	0	0	0
Total External Site Traffic	16	0	110	0	0	146	0	0	0	0	0	0	0
Pass-By Capture Reduction	0	0	0	0	0	0	0	0	0	0	0	0	0
Pass-By Capture Assignment	8	0	18	0	0	0	0	0	0	0	0	0	0
Total Pass-By Traffic	8	0	18	0	0	0	0	0	0	0	0	0	0
Total Project Traffic	24	0	128	0	0	146	0	0	0	0	0	0	0
2026 Buildout Total	25	0	1734	0	9	2064	1	0	0	0	0	0	0
Percent Impact (Approach)			8.6%			7.0%			-			-	
Overall Percent Impact	7.8%												

INTERSECTION ANALYSIS SHEET

Project:	**US 64 Residential - Phase 2**
Location:	**Apex NC**
Scenario:	**With RI/RO Site Driveway**
Ct. Date	**Balanced with Flying Hawk Road (Int. #2)**
N/S Street:	**RI/RO Site Driveway**
E/W Street:	**US 64**

	AM In	AM Out	PM In	PM Out
Net New Trips:	141	218	209	157
Pass-By Trips:	28	32	40	39

Annual Growth Rate:	3.0%	**Existing Year:**	2021
Growth Factor:	0.159274	**Buildout Year:**	2026

AM PEAK HOUR
AM PHF =

Description	US 64 Eastbound Left	US 64 Eastbound Through	US 64 Eastbound Right	US 64 Westbound Left	US 64 Westbound Through	US 64 Westbound Right	RI/RO Site Driveway Northbound Left	RI/RO Site Driveway Northbound Through	RI/RO Site Driveway Northbound Right	Southbound Left	Southbound Through	Southbound Right
2020 Traffic Count	0	0	0	0	0	0	0	0	0	0	0	0
Count Balancing	0	1221	0	0	1063	0	0	0	0	0	0	0
2021 Existing Traffic	0	1221	0	0	1063	0	0	0	0	0	0	0
Growth Factor (0.03 per year)	0.159	0.159	0.159	0.159	0.159	0.159	0.159	0.159	0.159	0.159	0.159	0.159
2026 Background Growth	0	194	0	0	169	0	0	0	0	0	0	0
Committed Projects												
Sweetwater (15% res. + 100% comm.)	0	46	0	0	33	0	0	0	0	0	0	0
Smith Farm (25% residential)	0	6	0	0	19	0	0	0	0	0	0	0
Deer Creek (20% residential)	0	23	0	0	7	0	0	0	0	0	0	0
Total Committed Traffic	0	75	0	0	59	0	0	0	0	0	0	0
2026 Background Traffic	0	1490	0	0	1291	0	0	0	0	0	0	0
Project Traffic												
Percent Assignment Inbound	0%	10%	20%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Inbound Project Traffic	0	14	28	0	0	0	0	0	0	0	0	0
Percent Assignment Outbound	0%	0%	0%	0%	30%	0%	0%	0%	40%	0%	0%	0%
Outbound Project Traffic	0	0	0	0	65	0	0	0	87	0	0	0
Total External Site Traffic	0	14	28	0	65	0	0	0	87	0	0	0
Pass-By Capture Reduction	0	-15	0	0	-13	0	0	0	0	0	0	0
Pass-By Capture Assignment	0	8	7	0	14	0	0	0	13	0	0	0
Total Pass-By Traffic	0	-7	7	0	1	0	0	0	13	0	0	0
Total Project Traffic	0	7	35	0	66	0	0	0	100	0	0	0
2026 Buildout Total	0	1497	35	0	1357	0	0	0	100	0	0	0
Percent Impact (Approach)		2.7%			4.9%			100.0%			-	

Overall Percent Impact 7.0%

PM PEAK HOUR
PM PHF =

Description	US 64 Eastbound Left	US 64 Eastbound Through	US 64 Eastbound Right	US 64 Westbound Left	US 64 Westbound Through	US 64 Westbound Right	RI/RO Site Driveway Northbound Left	RI/RO Site Driveway Northbound Through	RI/RO Site Driveway Northbound Right	Southbound Left	Southbound Through	Southbound Right
2020 Traffic Count	0	0	0	0	0	0	0	0	0	0	0	0
Count Balancing	0	1312	0	0	1579	0	0	0	0	0	0	0
2021 Existing Traffic	0	1312	0	0	1579	0	0	0	0	0	0	0
Growth Factor (0.03 per year)	0.159	0.159	0.159	0.159	0.159	0.159	0.159	0.159	0.159	0.159	0.159	0.159
2026 Background Growth	0	209	0	0	251	0	0	0	0	0	0	0
Committed Projects												
Sweetwater (15% res. + 100% comm.)	0	57	0	0	62	0	0	0	0	0	0	0
Smith Farm (25% residential)	0	20	0	0	11	0	0	0	0	0	0	0
Deer Creek (20% residential)	0	13	0	0	24	0	0	0	0	0	0	0
Total Committed Traffic	0	90	0	0	97	0	0	0	0	0	0	0
2026 Background Traffic	0	1611	0	0	1927	0	0	0	0	0	0	0
Superstreet Diversion	0	7	0	0	7	0	0	0	0	0	0	0
Project Traffic												
Percent Assignment Inbound	0%	10%	20%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Inbound Project Traffic	0	21	42	0	0	0	0	0	0	0	0	0
Percent Assignment Outbound	0%	0%	0%	0%	30%	0%	0%	0%	40%	0%	0%	0%
Outbound Project Traffic	0	0	0	0	47	0	0	0	63	0	0	0
Total External Site Traffic	0	21	42	0	47	0	0	0	63	0	0	0
Pass-By Capture Reduction	0	-18	0	0	-22	0	0	0	0	0	0	0
Pass-By Capture Assignment	0	12	6	0	21	0	0	0	16	0	0	0
Total Pass-By Traffic	0	-6	6	0	-1	0	0	0	16	0	0	0
Total Project Traffic	0	15	48	0	46	0	0	0	79	0	0	0
2026 Buildout Total	0	1633	48	0	1980	0	0	0	79	0	0	0
Percent Impact (Approach)		3.7%			2.3%			100.0%			-	

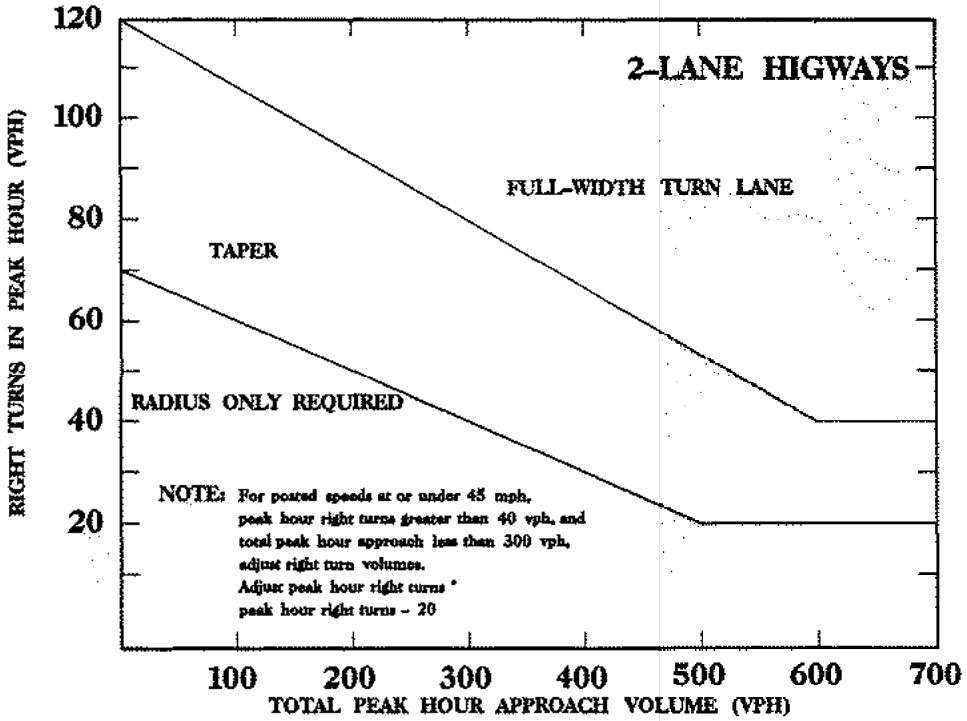
Overall Percent Impact 5.0%

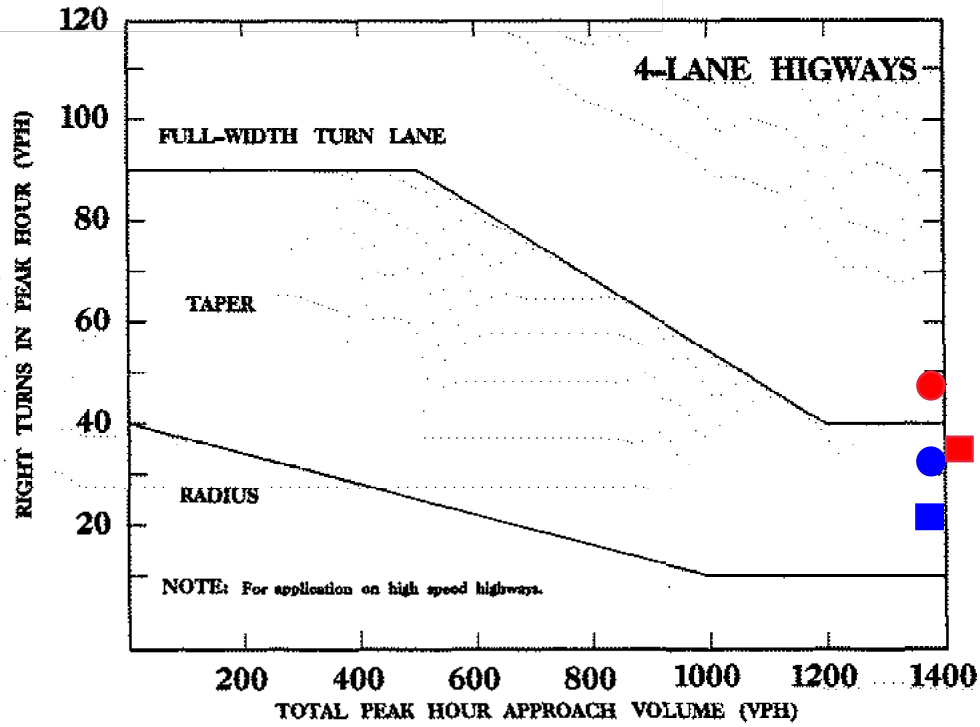
WITH RI/RO SITE DRIVEWAY SCENARIO

FIGURE 4 **9 - 1**

F – 4 C

RIGHT TURN LANE WARRANTS





■ EBR @ RI/RO Site Drive - AM ■ EBR @ Site Access Road - AM

● EBR @ RI/RO Site Drive - PM ● EBR @ Site Access Road - PM

Lane Group	EBU	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations								
Traffic Volume (vph)	4	4	1490	4	1295	4	4	4
Future Volume (vph)	4	4	1490	4	1295	4	4	4
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)		350		350		50	0	0
Storage Lanes		1		1		1	1	0
Taper Length (ft)		200		200			25	
Satd. Flow (prot)	0	1727	3374	1656	3312	1482	1694	0
Flt Permitted		0.950		0.950			0.976	
Satd. Flow (perm)	0	1727	3374	1656	3312	1482	1694	0
Link Speed (mph)			55		55		25	
Link Distance (ft)			1522		1461		593	
Travel Time (s)			18.9		18.1		16.2	
Confl. Bikes (#/hr)						1		1
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Heavy Vehicles (%)	2%	7%	7%	9%	9%	9%	2%	2%
Shared Lane Traffic (%)								
Lane Group Flow (vph)	0	8	1568	4	1363	4	8	0
Sign Control			Free		Free		Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 51.2%		ICU Level of Service A	
Analysis Period (min) 15			

Intersection	
Int Delay, s/veh	0.3

Movement	EBU	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations								
Traffic Vol, veh/h	4	4	1490	4	1295	4	4	4
Future Vol, veh/h	4	4	1490	4	1295	4	4	4
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	None
Storage Length	-	350	-	350	-	50	0	-
Veh in Median Storage, #	-	-	0	-	0	-	0	-
Grade, %	-	-	0	-	0	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95	95
Heavy Vehicles, %	2	7	7	9	9	9	2	2
Mvmt Flow	4	4	1568	4	1363	4	4	4

Major/Minor	Major1			Major2			Minor2	
Conflicting Flow All	1363	1367	0	1568	-	0	2171	682
Stage 1	-	-	-	-	-	-	1371	-
Stage 2	-	-	-	-	-	-	800	-
Critical Hdwy	6.44	4.24	-	6.58	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	-	-	5.84	-
Follow-up Hdwy	2.52	2.27	-	2.59	-	-	3.52	3.32
Pot Cap-1 Maneuver	194	473	-	132	-	-	40	392
Stage 1	-	-	-	-	-	-	201	-
Stage 2	-	-	-	-	-	-	403	-
Platoon blocked, %			-		-	-		
Mov Cap-1 Maneuver	273	273	-	132	-	-	38	392
Mov Cap-2 Maneuver	-	-	-	-	-	-	38	-
Stage 1	-	-	-	-	-	-	195	-
Stage 2	-	-	-	-	-	-	391	-

Approach	EB	WB	SB
HCM Control Delay, s	0.1	0.1	64.3
HCM LOS			F

Minor Lane/Major Mvmt	EBL	EBT	WBU	WBT	WBR	SBLn1
Capacity (veh/h)	273	-	132	-	-	69
HCM Lane V/C Ratio	0.031	-	0.032	-	-	0.122
HCM Control Delay (s)	18.6	-	33.2	-	-	64.3
HCM Lane LOS	C	-	D	-	-	F
HCM 95th %tile Q(veh)	0.1	-	0.1	-	-	0.4

Lane Group	EBU	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations								
Traffic Volume (vph)	4	4	1490	4	1289	4	4	4
Future Volume (vph)	4	4	1490	4	1289	4	4	4
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)		350		300		65	0	0
Storage Lanes		1		1		1	1	0
Taper Length (ft)		200		225			25	
Satd. Flow (prot)	0	1727	3374	1641	3282	1468	1694	0
Flt Permitted		0.950		0.950			0.976	
Satd. Flow (perm)	0	1727	3374	1641	3282	1468	1694	0
Link Speed (mph)			55		55		25	
Link Distance (ft)			1461		2160		406	
Travel Time (s)			18.1		26.8		11.1	
Confl. Bikes (#/hr)						1		1
Peak Hour Factor	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93
Heavy Vehicles (%)	2%	7%	7%	10%	10%	10%	2%	2%
Shared Lane Traffic (%)								
Lane Group Flow (vph)	0	8	1602	4	1386	4	8	0
Sign Control			Free		Free		Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 51.2%		ICU Level of Service A	
Analysis Period (min) 15			

Intersection	
Int Delay, s/veh	0.3

Movement	EBU	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations								
Traffic Vol, veh/h	4	4	1490	4	1289	4	4	4
Future Vol, veh/h	4	4	1490	4	1289	4	4	4
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	None
Storage Length	-	350	-	300	-	65	0	-
Veh in Median Storage, #	-	-	0	-	0	-	0	-
Grade, %	-	-	0	-	0	-	0	-
Peak Hour Factor	93	93	93	93	93	93	93	93
Heavy Vehicles, %	2	7	7	10	10	10	2	2
Mvmt Flow	4	4	1602	4	1386	4	4	4

Major/Minor	Major1			Major2			Minor2	
Conflicting Flow All	1386	1390	0	1602	-	0	2211	693
Stage 1	-	-	-	-	-	-	1394	-
Stage 2	-	-	-	-	-	-	817	-
Critical Hdwy	6.44	4.24	-	6.6	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	-	-	5.84	-
Follow-up Hdwy	2.52	2.27	-	2.6	-	-	3.52	3.32
Pot Cap-1 Maneuver	187	463	-	124	-	-	37	386
Stage 1	-	-	-	-	-	-	195	-
Stage 2	-	-	-	-	-	-	395	-
Platoon blocked, %			-		-	-		
Mov Cap-1 Maneuver	264	264	-	124	-	-	35	386
Mov Cap-2 Maneuver	-	-	-	-	-	-	35	-
Stage 1	-	-	-	-	-	-	188	-
Stage 2	-	-	-	-	-	-	382	-

Approach	EB	WB	SB
HCM Control Delay, s	0.1	0.1	69.8
HCM LOS			F

Minor Lane/Major Mvmt	EBL	EBT	WBU	WBT	WBR	SBLn1
Capacity (veh/h)	264	-	124	-	-	64
HCM Lane V/C Ratio	0.033	-	0.035	-	-	0.134
HCM Control Delay (s)	19.1	-	35.1	-	-	69.8
HCM Lane LOS	C	-	E	-	-	F
HCM 95th %tile Q(veh)	0.1	-	0.1	-	-	0.4

Lane Group	EBU	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations								
Traffic Volume (vph)	4	4	1495	10	1294	4	4	4
Future Volume (vph)	4	4	1495	10	1294	4	4	4
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)		350		325		60	0	0
Storage Lanes		1		1		1	1	0
Taper Length (ft)		200		225			25	
Satd. Flow (prot)	0	1727	3374	1687	3374	1509	1694	0
Flt Permitted		0.950		0.950			0.976	
Satd. Flow (perm)	0	1727	3374	1687	3374	1509	1694	0
Link Speed (mph)			55		55		25	
Link Distance (ft)			2160		1240		530	
Travel Time (s)			26.8		15.4		14.5	
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Heavy Vehicles (%)	2%	7%	7%	7%	7%	7%	2%	2%
Shared Lane Traffic (%)								
Lane Group Flow (vph)	0	8	1574	11	1362	4	8	0
Sign Control			Free		Free		Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 51.3%		ICU Level of Service A	
Analysis Period (min) 15			

Intersection	
Int Delay, s/veh	0.4

Movement	EBU	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations								
Traffic Vol, veh/h	4	4	1495	10	1294	4	4	4
Future Vol, veh/h	4	4	1495	10	1294	4	4	4
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	None
Storage Length	-	350	-	325	-	60	0	-
Veh in Median Storage, #	-	-	0	-	0	-	0	-
Grade, %	-	-	0	-	0	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95	95
Heavy Vehicles, %	2	7	7	7	7	7	2	2
Mvmt Flow	4	4	1574	11	1362	4	4	4

Major/Minor	Major1			Major2			Minor2	
Conflicting Flow All	1362	1366	0	1574	-	0	2187	681
Stage 1	-	-	-	-	-	-	1384	-
Stage 2	-	-	-	-	-	-	803	-
Critical Hdwy	6.44	4.24	-	6.54	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	-	-	5.84	-
Follow-up Hdwy	2.52	2.27	-	2.57	-	-	3.52	3.32
Pot Cap-1 Maneuver	194	473	-	134	-	-	39	393
Stage 1	-	-	-	-	-	-	198	-
Stage 2	-	-	-	-	-	-	401	-
Platoon blocked, %			-		-	-		
Mov Cap-1 Maneuver	273	273	-	134	-	-	35	393
Mov Cap-2 Maneuver	-	-	-	-	-	-	35	-
Stage 1	-	-	-	-	-	-	192	-
Stage 2	-	-	-	-	-	-	368	-

Approach	EB	WB	SB
HCM Control Delay, s	0.1	0.3	69.6
HCM LOS			F

Minor Lane/Major Mvmt	EBL	EBT	WBU	WBT	WBR	SBLn1
Capacity (veh/h)	273	-	134	-	-	64
HCM Lane V/C Ratio	0.031	-	0.079	-	-	0.132
HCM Control Delay (s)	18.6	-	34.1	-	-	69.6
HCM Lane LOS	C	-	D	-	-	F
HCM 95th %tile Q(veh)	0.1	-	0.3	-	-	0.4

Lane Group	EBU	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations								
Traffic Volume (vph)	4	4	1607	4	1894	4	4	4
Future Volume (vph)	4	4	1607	4	1894	4	4	4
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)		350		350		50	0	0
Storage Lanes		1		1		1	1	0
Taper Length (ft)		200		200			25	
Satd. Flow (prot)	0	1736	3471	1752	3505	1568	1694	0
Flt Permitted		0.950		0.950			0.976	
Satd. Flow (perm)	0	1736	3471	1752	3505	1568	1694	0
Link Speed (mph)			55		55		25	
Link Distance (ft)			1522		1461		593	
Travel Time (s)			18.9		18.1		16.2	
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Heavy Vehicles (%)	4%	4%	4%	3%	3%	3%	2%	2%
Shared Lane Traffic (%)								
Lane Group Flow (vph)	0	8	1710	4	2015	4	8	0
Sign Control			Free		Free		Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 62.4%		ICU Level of Service B	
Analysis Period (min) 15			

Intersection	
Int Delay, s/veh	0.7

Movement	EBU	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations								
Traffic Vol, veh/h	4	4	1607	4	1894	4	4	4
Future Vol, veh/h	4	4	1607	4	1894	4	4	4
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	None
Storage Length	-	350	-	350	-	50	0	-
Veh in Median Storage, #	-	-	0	-	0	-	0	-
Grade, %	-	-	0	-	0	-	0	-
Peak Hour Factor	94	94	94	94	94	94	94	94
Heavy Vehicles, %	4	4	4	3	3	3	2	2
Mvmt Flow	4	4	1710	4	2015	4	4	4

Major/Minor	Major1			Major2			Minor2	
Conflicting Flow All	2015	2019	0	1710	-	0	2894	1008
Stage 1	-	-	-	-	-	-	2023	-
Stage 2	-	-	-	-	-	-	871	-
Critical Hdwy	6.48	4.18	-	6.46	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	-	-	5.84	-
Follow-up Hdwy	2.54	2.24	-	2.53	-	-	3.52	3.32
Pot Cap-1 Maneuver	71	271	-	114	-	-	13	239
Stage 1	-	-	-	-	-	-	88	-
Stage 2	-	-	-	-	-	-	370	-
Platoon blocked, %			-		-	-		
Mov Cap-1 Maneuver	111	111	-	114	-	-	12	239
Mov Cap-2 Maneuver	-	-	-	-	-	-	12	-
Stage 1	-	-	-	-	-	-	81	-
Stage 2	-	-	-	-	-	-	357	-

Approach	EB	WB	SB
HCM Control Delay, s	0.2	0.1	234.6
HCM LOS			F

Minor Lane/Major Mvmt	EBL	EBT	WBU	WBT	WBR	SBLn1
Capacity (veh/h)	111	-	114	-	-	23
HCM Lane V/C Ratio	0.077	-	0.037	-	-	0.37
HCM Control Delay (s)	40	-	37.8	-	-	234.6
HCM Lane LOS	E	-	E	-	-	F
HCM 95th %tile Q(veh)	0.2	-	0.1	-	-	1.1

Lane Group	EBU	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations								
Traffic Volume (vph)	4	5	1604	5	1918	5	7	5
Future Volume (vph)	4	5	1604	5	1918	5	7	5
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)		350		300		65	0	0
Storage Lanes		1		1		1	1	0
Taper Length (ft)		200		225			25	
Satd. Flow (prot)	0	1736	3471	1752	3505	1568	1709	0
Flt Permitted		0.950		0.950			0.972	
Satd. Flow (perm)	0	1736	3471	1752	3505	1568	1709	0
Link Speed (mph)			55		55		25	
Link Distance (ft)			1461		2160		406	
Travel Time (s)			18.1		26.8		11.1	
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Heavy Vehicles (%)	4%	4%	4%	3%	3%	3%	2%	2%
Shared Lane Traffic (%)								
Lane Group Flow (vph)	0	9	1688	5	2019	5	12	0
Sign Control			Free		Free		Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 63.0%		ICU Level of Service B	
Analysis Period (min) 15			

Intersection	
Int Delay, s/veh	1.3

Movement	EBU	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations								
Traffic Vol, veh/h	4	5	1604	5	1918	5	7	5
Future Vol, veh/h	4	5	1604	5	1918	5	7	5
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	None
Storage Length	-	350	-	300	-	65	0	-
Veh in Median Storage, #	-	-	0	-	0	-	0	-
Grade, %	-	-	0	-	0	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95	95
Heavy Vehicles, %	4	4	4	3	3	3	2	2
Mvmt Flow	4	5	1688	5	2019	5	7	5

Major/Minor	Major1			Major2			Minor2	
Conflicting Flow All	2019	2024	0	1688	-	0	2891	1010
Stage 1	-	-	-	-	-	-	2029	-
Stage 2	-	-	-	-	-	-	862	-
Critical Hdwy	6.48	4.18	-	6.46	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	-	-	5.84	-
Follow-up Hdwy	2.54	2.24	-	2.53	-	-	3.52	3.32
Pot Cap-1 Maneuver	70	270	-	118	-	-	13	238
Stage 1	-	-	-	-	-	-	88	-
Stage 2	-	-	-	-	-	-	374	-
Platoon blocked, %			-		-	-		
Mov Cap-1 Maneuver	118	118	-	118	-	-	12	238
Mov Cap-2 Maneuver	-	-	-	-	-	-	12	-
Stage 1	-	-	-	-	-	-	81	-
Stage 2	-	-	-	-	-	-	358	-

Approach	EB	WB	SB
HCM Control Delay, s	0.2	0.1	$ 343
HCM LOS			F

Minor Lane/Major Mvmt	EBL	EBT	WBU	WBT	WBR	SBLn1
Capacity (veh/h)	118	-	118	-	-	20
HCM Lane V/C Ratio	0.08	-	0.045	-	-	0.632
HCM Control Delay (s)	38.3	-	36.9	-	-	$ 343
HCM Lane LOS	E	-	E	-	-	F
HCM 95th %tile Q(veh)	0.3	-	0.1	-	-	1.8

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

Lane Group	EBU	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations								
Traffic Volume (vph)	4	4	1606	9	1918	4	4	4
Future Volume (vph)	4	4	1606	9	1918	4	4	4
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)		350		325		60	0	0
Storage Lanes		1		1		1	1	0
Taper Length (ft)		200		225			25	
Satd. Flow (prot)	0	1736	3471	1736	3471	1553	1694	0
Flt Permitted		0.950		0.950			0.976	
Satd. Flow (perm)	0	1736	3471	1736	3471	1553	1694	0
Link Speed (mph)			55		55		25	
Link Distance (ft)			2160		1240		530	
Travel Time (s)			26.8		15.4		14.5	
Peak Hour Factor	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98
Heavy Vehicles (%)	4%	4%	4%	4%	4%	4%	2%	2%
Shared Lane Traffic (%)								
Lane Group Flow (vph)	0	8	1639	9	1957	4	8	0
Sign Control			Free		Free		Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 63.0%		ICU Level of Service B	
Analysis Period (min) 15			

Intersection	
Int Delay, s/veh	0.7

Movement	EBU	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations								
Traffic Vol, veh/h	4	4	1606	9	1918	4	4	4
Future Vol, veh/h	4	4	1606	9	1918	4	4	4
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	None
Storage Length	-	350	-	325	-	60	0	-
Veh in Median Storage, #	-	-	0	-	0	-	0	-
Grade, %	-	-	0	-	0	-	0	-
Peak Hour Factor	98	98	98	98	98	98	98	98
Heavy Vehicles, %	4	4	4	4	4	4	2	2
Mvmt Flow	4	4	1639	9	1957	4	4	4

Major/Minor	Major1			Major2			Minor2	
Conflicting Flow All	1957	1961	0	1639	-	0	2811	979
Stage 1	-	-	-	-	-	-	1975	-
Stage 2	-	-	-	-	-	-	836	-
Critical Hdwy	6.48	4.18	-	6.48	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	-	-	5.84	-
Follow-up Hdwy	2.54	2.24	-	2.54	-	-	3.52	3.32
Pot Cap-1 Maneuver	77	285	-	125	-	-	14	249
Stage 1	-	-	-	-	-	-	94	-
Stage 2	-	-	-	-	-	-	386	-
Platoon blocked, %			-		-	-		
Mov Cap-1 Maneuver	120	120	-	125	-	-	12	249
Mov Cap-2 Maneuver	-	-	-	-	-	-	12	-
Stage 1	-	-	-	-	-	-	88	-
Stage 2	-	-	-	-	-	-	358	-

Approach	EB	WB	SB
HCM Control Delay, s	0.2	0.2	231
HCM LOS			F

Minor Lane/Major Mvmt	EBL	EBT	WBU	WBT	WBR	SBLn1
Capacity (veh/h)	120	-	125	-	-	23
HCM Lane V/C Ratio	0.068	-	0.073	-	-	0.355
HCM Control Delay (s)	37.2	-	36.1	-	-	231
HCM Lane LOS	E	-	E	-	-	F
HCM 95th %tile Q(veh)	0.2	-	0.2	-	-	1.1

Lane Group	EBU	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations								
Traffic Volume (vph)	4	4	1532	4	1361	4	4	4
Future Volume (vph)	4	4	1532	4	1361	4	4	4
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)		350		350		50	0	0
Storage Lanes		1		1		1	1	0
Taper Length (ft)		200		200			25	
Satd. Flow (prot)	0	1727	3374	1656	3312	1482	1694	0
Flt Permitted		0.950		0.950			0.976	
Satd. Flow (perm)	0	1727	3374	1656	3312	1482	1694	0
Link Speed (mph)			55		55		25	
Link Distance (ft)			1522		848		593	
Travel Time (s)			18.9		10.5		16.2	
Confl. Bikes (#/hr)						1		1
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Heavy Vehicles (%)	2%	7%	7%	9%	9%	9%	2%	2%
Shared Lane Traffic (%)								
Lane Group Flow (vph)	0	8	1613	4	1433	4	8	0
Sign Control			Free		Free		Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 52.3%		ICU Level of Service A	
Analysis Period (min) 15			

Intersection	
Int Delay, s/veh	0.3

Movement	EBU	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations								
Traffic Vol, veh/h	4	4	1532	4	1361	4	4	4
Future Vol, veh/h	4	4	1532	4	1361	4	4	4
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	None
Storage Length	-	350	-	350	-	50	0	-
Veh in Median Storage, #	-	-	0	-	0	-	0	-
Grade, %	-	-	0	-	0	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95	95
Heavy Vehicles, %	2	7	7	9	9	9	2	2
Mvmt Flow	4	4	1613	4	1433	4	4	4

Major/Minor	Major1			Major2			Minor2	
Conflicting Flow All	1433	1437	0	1613	-	0	2264	717
Stage 1	-	-	-	-	-	-	1441	-
Stage 2	-	-	-	-	-	-	823	-
Critical Hdwy	6.44	4.24	-	6.58	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	-	-	5.84	-
Follow-up Hdwy	2.52	2.27	-	2.59	-	-	3.52	3.32
Pot Cap-1 Maneuver	174	444	-	123	-	-	34	372
Stage 1	-	-	-	-	-	-	184	-
Stage 2	-	-	-	-	-	-	392	-
Platoon blocked, %			-		-	-		
Mov Cap-1 Maneuver	248	248	-	123	-	-	32	372
Mov Cap-2 Maneuver	-	-	-	-	-	-	32	-
Stage 1	-	-	-	-	-	-	178	-
Stage 2	-	-	-	-	-	-	379	-

Approach	EB	WB	SB
HCM Control Delay, s	0.1	0.1	75.9
HCM LOS			F

Minor Lane/Major Mvmt	EBL	EBT	WBU	WBT	WBR	SBLn1
Capacity (veh/h)	248	-	123	-	-	59
HCM Lane V/C Ratio	0.034	-	0.034	-	-	0.143
HCM Control Delay (s)	20	-	35.3	-	-	75.9
HCM Lane LOS	C	-	E	-	-	F
HCM 95th %tile Q(veh)	0.1	-	0.1	-	-	0.5

Lane Group	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations														
Traffic Volume (vph)	55	4	1522	22	4	112	1303	4	0	0	150	0	0	4
Future Volume (vph)	55	4	1522	22	4	112	1303	4	0	0	150	0	0	4
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)		350		0		300		65	0		0	0		0
Storage Lanes		1		0		1		1	0		1	0		1
Taper Length (ft)		200				225			25			25		
Satd. Flow (prot)	0	1764	3369	0	0	1765	3282	1468	0	0	1611	0	0	1611
Flt Permitted		0.950				0.950								
Satd. Flow (perm)	0	1764	3369	0	0	1765	3282	1468	0	0	1611	0	0	1611
Link Speed (mph)			55				55			25			25	
Link Distance (ft)			612				2160			468			406	
Travel Time (s)			7.6				26.8			12.8			11.1	
Confl. Bikes (#/hr)								1						1
Peak Hour Factor	0.93	0.93	0.93	0.90	0.93	0.90	0.93	0.93	0.90	0.90	0.90	0.93	0.93	0.93
Heavy Vehicles (%)	2%	7%	7%	2%	10%	2%	10%	10%	2%	2%	2%	2%	2%	2%
Shared Lane Traffic (%)														10%
Lane Group Flow (vph)	0	63	1661	0	0	128	1401	4	0	0	167	0	0	4
Sign Control			Free				Free			Stop			Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 68.5%		ICU Level of Service C	
Analysis Period (min) 15			

Intersection	
Int Delay, s/veh	2.9

Movement	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations														
Traffic Vol, veh/h	55	4	1522	22	4	112	1303	4	0	0	150	0	0	4
Future Vol, veh/h	55	4	1522	22	4	112	1303	4	0	0	150	0	0	4
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	-	None	-	-	-	None	-	-	None	-	-	None
Storage Length	-	350	-	-	-	300	-	65	-	-	0	-	-	0
Veh in Median Storage, #	-	-	0	-	-	-	0	-	-	0	-	-	0	-
Grade, %	-	-	0	-	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	93	93	93	90	93	90	93	93	90	90	90	93	93	93
Heavy Vehicles, %	2	7	7	2	10	2	10	10	2	2	2	2	2	2
Mvmt Flow	59	4	1637	24	4	124	1401	4	0	0	167	0	0	4

Major/Minor	Major1				Major2				Minor1			Minor2		
Conflicting Flow All	1401	1405	0	0	1661	1661	0	0	-	-	831	-	-	701
Stage 1	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Critical Hdwy	6.44	4.24	-	-	6.6	4.14	-	-	-	-	6.94	-	-	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Follow-up Hdwy	2.52	2.27	-	-	2.6	2.22	-	-	-	-	3.32	-	-	3.32
Pot Cap-1 Maneuver	183	457	-	-	113	384	-	-	0	0	313	0	0	381
Stage 1	-	-	-	-	-	-	-	-	0	0	-	0	0	-
Stage 2	-	-	-	-	-	-	-	-	0	0	-	0	0	-
Platoon blocked, %			-	-			-	-						
Mov Cap-1 Maneuver	189	189	-	-	324	324	-	-	-	-	313	-	-	381
Mov Cap-2 Maneuver	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-	-	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	1.2	1.9	28.9	14.6
HCM LOS			D	B

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	313	189	-	-	324	-	-	381
HCM Lane V/C Ratio	0.532	0.336	-	-	0.397	-	-	0.011
HCM Control Delay (s)	28.9	33.4	-	-	23.2	-	-	14.6
HCM Lane LOS	D	D	-	-	C	-	-	B
HCM 95th %tile Q(veh)	2.9	1.4	-	-	1.8	-	-	0

Lane Group	EBU	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations								
Traffic Volume (vph)	27	4	1666	10	1393	4	4	4
Future Volume (vph)	27	4	1666	10	1393	4	4	4
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)		350		325		60	0	0
Storage Lanes		1		1		1	1	0
Taper Length (ft)		200		225			25	
Satd. Flow (prot)	0	1759	3374	1687	3374	1509	1694	0
Flt Permitted		0.950		0.950			0.976	
Satd. Flow (perm)	0	1759	3374	1687	3374	1509	1694	0
Link Speed (mph)			55		55		25	
Link Distance (ft)			2160		1240		530	
Travel Time (s)			26.8		15.4		14.5	
Peak Hour Factor	0.90	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Heavy Vehicles (%)	2%	7%	7%	7%	7%	7%	2%	2%
Shared Lane Traffic (%)								
Lane Group Flow (vph)	0	34	1754	11	1466	4	8	0
Sign Control			Free		Free		Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 56.1%		ICU Level of Service B	
Analysis Period (min) 15			

Intersection	
Int Delay, s/veh	0.8

Movement	EBU	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations								
Traffic Vol, veh/h	27	4	1666	10	1393	4	4	4
Future Vol, veh/h	27	4	1666	10	1393	4	4	4
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	None
Storage Length	-	350	-	325	-	60	0	-
Veh in Median Storage, #	-	-	0	-	0	-	0	-
Grade, %	-	-	0	-	0	-	0	-
Peak Hour Factor	90	95	95	95	95	95	95	95
Heavy Vehicles, %	2	7	7	7	7	7	2	2
Mvmt Flow	30	4	1754	11	1466	4	4	4

Major/Minor	Major1			Major2			Minor2	
Conflicting Flow All	1466	1470	0	1754	-	0	2433	733
Stage 1	-	-	-	-	-	-	1488	-
Stage 2	-	-	-	-	-	-	945	-
Critical Hdwy	6.44	4.24	-	6.54	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	-	-	5.84	-
Follow-up Hdwy	2.52	2.27	-	2.57	-	-	3.52	3.32
Pot Cap-1 Maneuver	166	431	-	101	-	-	26	363
Stage 1	-	-	-	-	-	-	174	-
Stage 2	-	-	-	-	-	-	338	-
Platoon blocked, %			-		-	-		
Mov Cap-1 Maneuver	178	178	-	101	-	-	19	363
Mov Cap-2 Maneuver	-	-	-	-	-	-	19	-
Stage 1	-	-	-	-	-	-	141	-
Stage 2	-	-	-	-	-	-	301	-

Approach	EB	WB	SB
HCM Control Delay, s	0.6	0.3	133.2
HCM LOS			F

Minor Lane/Major Mvmt	EBL	EBT	WBU	WBT	WBR	SBLn1
Capacity (veh/h)	178	-	101	-	-	36
HCM Lane V/C Ratio	0.192	-	0.104	-	-	0.234
HCM Control Delay (s)	30.1	-	44.7	-	-	133.2
HCM Lane LOS	D	-	E	-	-	F
HCM 95th %tile Q(veh)	0.7	-	0.3	-	-	0.8

Lane Group	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Volume (vph)	1497	35	0	1357	0	100
Future Volume (vph)	1497	35	0	1357	0	100
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)		100	0		0	0
Storage Lanes		1	0		0	1
Taper Length (ft)			25		25	
Satd. Flow (prot)	3539	1583	0	3539	0	1611
Flt Permitted						
Satd. Flow (perm)	3539	1583	0	3539	0	1611
Link Speed (mph)	55			55	25	
Link Distance (ft)	848			612	311	
Travel Time (s)	10.5			7.6	8.5	
Peak Hour Factor	0.93	0.90	0.93	0.93	0.90	0.90
Shared Lane Traffic (%)						
Lane Group Flow (vph)	1610	39	0	1459	0	111
Sign Control	Free			Free	Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 54.2%		ICU Level of Service A	
Analysis Period (min) 15			

Intersection	
Int Delay, s/veh	0.7

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	1497	35	0	1357	0	100
Future Vol, veh/h	1497	35	0	1357	0	100
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	100	-	-	-	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	93	90	93	93	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	1610	39	0	1459	0	111

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	-	-	-	805
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	-	-	-	-	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	-	-	-	-	3.32
Pot Cap-1 Maneuver	-	-	0	-	0	325
Stage 1	-	-	0	-	0	-
Stage 2	-	-	0	-	0	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	-	-	-	325
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0	21.7
HCM LOS			C

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBT
Capacity (veh/h)	325	-	-	-
HCM Lane V/C Ratio	0.342	-	-	-
HCM Control Delay (s)	21.7	-	-	-
HCM Lane LOS	C	-	-	-
HCM 95th %tile Q(veh)	1.5	-	-	-

Lane Group	EBU	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations								
Traffic Volume (vph)	4	4	1670	10	1940	4	4	4
Future Volume (vph)	4	4	1670	10	1940	4	4	4
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)		350		350		50	0	0
Storage Lanes		1		1		1	1	0
Taper Length (ft)		200		200			25	
Satd. Flow (prot)	0	1736	3471	1752	3505	1568	1694	0
Flt Permitted		0.950		0.950			0.976	
Satd. Flow (perm)	0	1736	3471	1752	3505	1568	1694	0
Link Speed (mph)			55		55		25	
Link Distance (ft)			1522		848		593	
Travel Time (s)			18.9		10.5		16.2	
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Heavy Vehicles (%)	4%	4%	4%	3%	3%	3%	2%	2%
Shared Lane Traffic (%)								
Lane Group Flow (vph)	0	8	1777	11	2064	4	8	0
Sign Control			Free		Free		Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 63.6%		ICU Level of Service B	
Analysis Period (min) 15			

Intersection	
Int Delay, s/veh	1

Movement	EBU	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations								
Traffic Vol, veh/h	4	4	1670	10	1940	4	4	4
Future Vol, veh/h	4	4	1670	10	1940	4	4	4
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	None
Storage Length	-	350	-	350	-	50	0	-
Veh in Median Storage, #	-	-	0	-	0	-	0	-
Grade, %	-	-	0	-	0	-	0	-
Peak Hour Factor	94	94	94	94	94	94	94	94
Heavy Vehicles, %	4	4	4	3	3	3	2	2
Mvmt Flow	4	4	1777	11	2064	4	4	4

Major/Minor	Major1			Major2			Minor2	
Conflicting Flow All	2064	2068	0	1777	-	0	2991	1032
Stage 1	-	-	-	-	-	-	2086	-
Stage 2	-	-	-	-	-	-	905	-
Critical Hdwy	6.48	4.18	-	6.46	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	-	-	5.84	-
Follow-up Hdwy	2.54	2.24	-	2.53	-	-	3.52	3.32
Pot Cap-1 Maneuver	66	259	-	103	-	-	11	230
Stage 1	-	-	-	-	-	-	81	-
Stage 2	-	-	-	-	-	-	355	-
Platoon blocked, %			-		-	-		
Mov Cap-1 Maneuver	104	104	-	103	-	-	9	230
Mov Cap-2 Maneuver	-	-	-	-	-	-	9	-
Stage 1	-	-	-	-	-	-	74	-
Stage 2	-	-	-	-	-	-	317	-

Approach	EB	WB	SB
HCM Control Delay, s	0.2	0.2	$ 350
HCM LOS			F

Minor Lane/Major Mvmt	EBL	EBT	WBU	WBT	WBR	SBLn1
Capacity (veh/h)	104	-	103	-	-	17
HCM Lane V/C Ratio	0.082	-	0.103	-	-	0.501
HCM Control Delay (s)	42.7	-	43.9	-	-	$ 350
HCM Lane LOS	E	-	E	-	-	F
HCM 95th %tile Q(veh)	0.3	-	0.3	-	-	1.3

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

Lane Group	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations														
Traffic Volume (vph)	45	5	1626	33	5	168	1920	5	0	0	117	0	0	12
Future Volume (vph)	45	5	1626	33	5	168	1920	5	0	0	117	0	0	12
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)		350		0		300		65	0		0	0		0
Storage Lanes		1		0		1		1	0		1	0		1
Taper Length (ft)		200				225			25			25		
Satd. Flow (prot)	0	1736	3461	0	0	1752	3505	1568	0	0	1611	0	0	1611
Flt Permitted		0.950				0.950								
Satd. Flow (perm)	0	1736	3461	0	0	1752	3505	1568	0	0	1611	0	0	1611
Link Speed (mph)			55				55			25			25	
Link Distance (ft)			612				2160			468			406	
Travel Time (s)			7.6				26.8			12.8			11.1	
Peak Hour Factor	0.95	0.95	0.95	0.90	0.95	0.90	0.95	0.95	0.90	0.90	0.90	0.95	0.95	0.95
Heavy Vehicles (%)	4%	4%	4%	4%	3%	3%	3%	3%	2%	2%	2%	2%	2%	2%
Shared Lane Traffic (%)														
Lane Group Flow (vph)	0	52	1749	0	0	192	2021	5	0	0	130	0	0	13
Sign Control			Free				Free			Stop			Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 72.8%		ICU Level of Service C	
Analysis Period (min) 15			

Intersection	
Int Delay, s/veh	4.2

Movement	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations														
Traffic Vol, veh/h	45	5	1626	33	5	168	1920	5	0	0	117	0	0	12
Future Vol, veh/h	45	5	1626	33	5	168	1920	5	0	0	117	0	0	12
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	-	None	-	-	-	None	-	-	None	-	-	None
Storage Length	-	350	-	-	-	300	-	65	-	-	0	-	-	0
Veh in Median Storage, #	-	-	0	-	-	-	0	-	-	0	-	-	0	-
Grade, %	-	-	0	-	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	90	95	90	95	95	90	90	90	95	95	95
Heavy Vehicles, %	4	4	4	4	3	3	3	3	2	2	2	2	2	2
Mvmt Flow	47	5	1712	37	5	187	2021	5	0	0	130	0	0	13

Major/Minor	Major1				Major2				Minor1			Minor2		
Conflicting Flow All	2021	2026	0	0	1748	1749	0	0	-	-	875	-	-	1011
Stage 1	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Critical Hdwy	6.48	4.18	-	-	6.46	4.16	-	-	-	-	6.94	-	-	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Follow-up Hdwy	2.54	2.24	-	-	2.53	2.23	-	-	-	-	3.32	-	-	3.32
Pot Cap-1 Maneuver	70	269	-	-	107	350	-	-	0	0	292	0	0	237
Stage 1	-	-	-	-	-	-	-	-	0	0	-	0	0	-
Stage 2	-	-	-	-	-	-	-	-	0	0	-	0	0	-
Platoon blocked, %			-	-			-	-						
Mov Cap-1 Maneuver	71	71	-	-	312	312	-	-	-	-	292	-	-	237
Mov Cap-2 Maneuver	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-	-	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	4	2.9	26.9	21
HCM LOS			D	C

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	292	71	-	-	312	-	-	237
HCM Lane V/C Ratio	0.445	0.741	-	-	0.615	-	-	0.053
HCM Control Delay (s)	26.9	138.5	-	-	33.4	-	-	21
HCM Lane LOS	D	F	-	-	D	-	-	C
HCM 95th %tile Q(veh)	2.2	3.4	-	-	3.8	-	-	0.2

Lane Group	EBU	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations								
Traffic Volume (vph)	25	4	1734	9	2064	4	4	4
Future Volume (vph)	25	4	1734	9	2064	4	4	4
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)		350		325		60	0	0
Storage Lanes		1		1		1	1	0
Taper Length (ft)		200		225			25	
Satd. Flow (prot)	0	1736	3471	1736	3471	1553	1694	0
Flt Permitted		0.950		0.950			0.976	
Satd. Flow (perm)	0	1736	3471	1736	3471	1553	1694	0
Link Speed (mph)			55		55		25	
Link Distance (ft)			2160		1240		530	
Travel Time (s)			26.8		15.4		14.5	
Peak Hour Factor	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98
Heavy Vehicles (%)	4%	4%	4%	4%	4%	4%	2%	2%
Shared Lane Traffic (%)								
Lane Group Flow (vph)	0	30	1769	9	2106	4	8	0
Sign Control			Free		Free		Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 67.1%		ICU Level of Service C	
Analysis Period (min) 15			

Intersection	
Int Delay, s/veh	2.3

Movement	EBU	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations								
Traffic Vol, veh/h	25	4	1734	9	2064	4	4	4
Future Vol, veh/h	25	4	1734	9	2064	4	4	4
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	None
Storage Length	-	350	-	325	-	60	0	-
Veh in Median Storage, #	-	-	0	-	0	-	0	-
Grade, %	-	-	0	-	0	-	0	-
Peak Hour Factor	98	98	98	98	98	98	98	98
Heavy Vehicles, %	4	4	4	4	4	4	2	2
Mvmt Flow	26	4	1769	9	2106	4	4	4

Major/Minor	Major1			Major2			Minor2	
Conflicting Flow All	2106	2110	0	1769	-	0	3069	1053
Stage 1	-	-	-	-	-	-	2124	-
Stage 2	-	-	-	-	-	-	945	-
Critical Hdwy	6.48	4.18	-	6.48	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	-	-	5.84	-
Follow-up Hdwy	2.54	2.24	-	2.54	-	-	3.52	3.32
Pot Cap-1 Maneuver	61	249	-	103	-	-	9	223
Stage 1	-	-	-	-	-	-	77	-
Stage 2	-	-	-	-	-	-	338	-
Platoon blocked, %			-		-	-		
Mov Cap-1 Maneuver	67	67	-	103	-	-	5	223
Mov Cap-2 Maneuver	-	-	-	-	-	-	5	-
Stage 1	-	-	-	-	-	-	43	-
Stage 2	-	-	-	-	-	-	309	-

Approach	EB	WB	SB
HCM Control Delay, s	1.6	0.2	$ 689.7
HCM LOS			F

Minor Lane/Major Mvmt	EBL	EBT	WBU	WBT	WBR	SBLn1
Capacity (veh/h)	67	-	103	-	-	10
HCM Lane V/C Ratio	0.442	-	0.089	-	-	0.816
HCM Control Delay (s)	95.7	-	43.3	-	-	$ 689.7
HCM Lane LOS	F	-	E	-	-	F
HCM 95th %tile Q(veh)	1.7	-	0.3	-	-	1.6

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

Lane Group	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Volume (vph)	1633	48	0	1980	0	79
Future Volume (vph)	1633	48	0	1980	0	79
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)		100	0		0	0
Storage Lanes		1	0		0	1
Taper Length (ft)			25		25	
Satd. Flow (prot)	3539	1583	0	3539	0	1611
Flt Permitted						
Satd. Flow (perm)	3539	1583	0	3539	0	1611
Link Speed (mph)	55			55	25	
Link Distance (ft)	848			612	311	
Travel Time (s)	10.5			7.6	8.5	
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90
Shared Lane Traffic (%)						
Lane Group Flow (vph)	1814	53	0	2200	0	88
Sign Control	Free			Free	Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 58.1%		ICU Level of Service B	
Analysis Period (min) 15			

Intersection	
Int Delay, s/veh	0.5

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	1633	48	0	1980	0	79
Future Vol, veh/h	1633	48	0	1980	0	79
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	100	-	-	-	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	1814	53	0	2200	0	88

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	-	-	-	907
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	-	-	-	-	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	-	-	-	-	3.32
Pot Cap-1 Maneuver	-	-	0	-	0	279
Stage 1	-	-	0	-	0	-
Stage 2	-	-	0	-	0	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	-	-	-	279
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0	23.7
HCM LOS			C

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBT
Capacity (veh/h)	279	-	-	-
HCM Lane V/C Ratio	0.315	-	-	-
HCM Control Delay (s)	23.7	-	-	-
HCM Lane LOS	C	-	-	-
HCM 95th %tile Q(veh)	1.3	-	-	-

Without RI/RO Driveway Scenario: Intersection Spreadsheet, Synchro Output, and Turn Lane Warrants

INTERSECTION ANALYSIS SHEET

Project:	**US 64 Residential - Phase 2**
Location:	**Apex NC**
Scenario:	**No RI/RO Site Driveway**
Ct. Date	**December 1, 2020**
N/S Street:	**Pinefield Road**
E/W Street:	**US 64**

	AM In	AM Out	PM In	PM Out
Net New Trips:	141	218	209	157
Pass-By Trips:	28	32	40	39

Annual Growth Rate:	3.0%	**Existing Year:**	2021
Growth Factor:	0.159274	**Buildout Year:**	2026

AM PEAK HOUR
AM PHF = 0.95

Description	US 64 Eastbound U-Turn	Left	Through	Right	US 64 Westbound U-Turn	Through	Right	Northbound Left	Through	Right	Pinefield Road Southbound Left	Through	Right
2020 Traffic Count	0	0	977	0	0	853	0	0	0	0	1	0	0
25% COVID-19 Factoring	0	0	244	0	0	213	0	0	0	0	0	0	0
2021 Existing Traffic	0	0	1221	0	0	1066	0	0	0	0	1	0	0
Growth Factor (0.03 per year)	0.159	0.159	0.159	0.159	0.159	0.159	0.159	0.159	0.159	0.159	0.159	0.159	0.159
2026 Background Growth	0	0	194	0	0	170	0	0	0	0	0	0	0
Committed Projects													
Sweetwater (15% res. + 100% comm.)	0	0	46	0	0	33	0	0	0	0	0	0	0
Smith Farm (25% residential)	0	0	6	0	0	19	0	0	0	0	0	0	0
Deer Creek (20% residential)	0	0	23	0	0	7	0	0	0	0	0	0	0
Total Committed Traffic	0	0	75	0	0	59	0	0	0	0	0	0	0
2026 Background Traffic	0	0	1490	0	0	1295	0	0	0	0	1	0	0
Project Traffic													
Percent Assignment Inbound	0%	0%	30%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Inbound Project Traffic	0	0	42	0	0	0	0	0	0	0	0	0	0
Percent Assignment Outbound	0%	0%	0%	0%	0%	30%	0%	0%	0%	0%	0%	0%	0%
Outbound Project Traffic	0	0	0	0	0	65	0	0	0	0	0	0	0
Total External Site Traffic	0	0	42	0	0	65	0	0	0	0	0	0	0
Pass-By Capture Reduction	0	0	-15	0	0	-13	0	0	0	0	0	0	0
Pass-By Capture Assignment	0	0	15	0	0	14	0	0	0	0	0	0	0
Total Pass-By Traffic	0	0	0	0	0	1	0	0	0	0	0	0	0
Total Project Traffic	0	0	42	0	0	66	0	0	0	0	0	0	0
2026 Buildout Total	0	0	1532	0	0	1361	0	0	0	0	1	0	0
Percent Impact (Approach)			2.7%			4.8%			-			0.0%	

Overall Percent Impact 3.7%

PM PEAK HOUR
PM PHF = 0.94

Description	US 64 Eastbound U-Turn	Left	Through	Right	US 64 Westbound U-Turn	Through	Right	Northbound Left	Through	Right	Pinefield Road Southbound Left	Through	Right
2020 Traffic Count	2	2	1047	0	2	1240	1	0	0	0	2	0	2
25% COVID-19 Factoring	1	1	262	0	1	310	0	0	0	0	1	0	1
2021 Existing Traffic	3	3	1309	0	3	1550	1	0	0	0	3	0	3
Growth Factor (0.03 per year)	0.159	0.159	0.159	0.159	0.159	0.159	0.159	0.159	0.159	0.159	0.159	0.159	0.159
2026 Background Growth	0	0	208	0	0	247	0	0	0	0	0	0	0
Committed Projects													
Sweetwater (15% res. + 100% comm.)	0	0	57	0	0	62	0	0	0	0	0	0	0
Smith Farm (25% residential)	0	0	20	0	0	11	0	0	0	0	0	0	0
Deer Creek (20% residential)	0	0	13	0	0	24	0	0	0	0	0	0	0
Total Committed Traffic	0	0	90	0	0	97	0	0	0	0	0	0	0
2026 Background Traffic	3	3	1607	0	3	1894	1	0	0	0	3	0	3
Superstreet Diversion	0	0	0	0	7	0	0	0	0	0	0	0	0
Project Traffic													
Percent Assignment Inbound	0%	0%	30%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Inbound Project Traffic	0	0	63	0	0	0	0	0	0	0	0	0	0
Percent Assignment Outbound	0%	0%	0%	0%	0%	30%	0%	0%	0%	0%	0%	0%	0%
Outbound Project Traffic	0	0	0	0	0	47	0	0	0	0	0	0	0
Total External Site Traffic	0	0	63	0	0	47	0	0	0	0	0	0	0
Pass-By Capture Reduction	0	0	-18	0	0	-22	0	0	0	0	0	0	0
Pass-By Capture Assignment	0	0	18	0	0	21	0	0	0	0	0	0	0
Total Pass-By Traffic	0	0	0	0	0	-1	0	0	0	0	0	0	0
Total Project Traffic	0	0	63	0	0	46	0	0	0	0	0	0	0
2026 Buildout Total	3	3	1670	0	10	1940	1	0	0	0	3	0	3
Percent Impact (Approach)			3.8%			2.4%			-			0.0%	

Overall Percent Impact 3.0%

INTERSECTION ANALYSIS SHEET

Project:	**US 64 Residential - Phase 2**
Location:	**Apex NC**
Scenario:	**No RI/RO Site Driveway**
Ct. Date	**December 1, 2020**
N/S Street:	**Flying Hawk Road/Site Access Road**
E/W Street:	**US 64**

	AM In	**AM Out**	**PM In**	**PM Out**
Net New Trips:	141	218	209	157
Pass-By Trips:	28	32	40	39

Annual Growth Rate:	3.0%	**Existing Year:**	2021
Growth Factor:	0.159274	**Buildout Year:**	2026

AM PEAK HOUR
AM PHF = 0.93

Description	US 64 Eastbound U-Turn	Left	Through	Right	US 64 Westbound U-Turn	Left	Through	Right	Site Access Road Northbound Left	Through	Right	Flying Hawk Road Southbound Left	Through	Right
2020 Traffic Count	1	1	977	0	1	0	849	1	0	0	0	0	0	0
25% COVID-19 Factoring	0	0	244	0	0	0	212	0	0	0	0	0	0	0
2021 Existing Traffic	1	1	1221	0	1	0	1061	1	0	0	0	0	0	0
Growth Factor (0.03 per year)	0.159	0.159	0.159	0.159	0.159	0.159	0.159	0.159	0.159	0.159	0.159	0.159	0.159	0.159
2026 Background Growth	0	0	194	0	0	0	169	0	0	0	0	0	0	0
Committed Projects														
Sweetwater (15% res. + 100% comm.)	0	0	46	0	0	0	33	0	0	0	0	0	0	0
Smith Farm (25% residential)	0	0	6	0	0	0	19	0	0	0	0	0	0	0
Deer Creek (20% residential)	0	0	23	0	0	0	7	0	0	0	0	0	0	0
Total Committed Traffic	0	0	75	0	0	0	59	0	0	0	0	0	0	0
2026 Background Traffic	1	1	1490	0	1	0	1289	1	0	0	0	0	0	0
Project Traffic														
Percent Assignment Inbound	0%	0%	0%	30%	0%	70%	0%	0%	0%	0%	0%	0%	0%	0%
Inbound Project Traffic	0	0	0	42	0	99	0	0	0	0	0	0	0	0
Percent Assignment Outbound	0%	0%	0%	0%	0%	0%	30%	0%	0%	0%	100%	0%	0%	0%
Outbound Project Traffic	0	0	0	0	0	0	65	0	0	0	218	0	0	0
Total External Site Traffic	0	0	0	42	0	99	65	0	0	0	218	0	0	0
Pass-By Capture Reduction	0	0	-15	0	0	0	-13	0	0	0	0	0	0	0
Pass-By Capture Assignment	0	0	0	15	0	13	14	0	0	0	32	0	0	0
Total Pass-By Traffic	0	0	-15	15	0	13	1	0	0	0	32	0	0	0
Total Project Traffic	0	0	-15	57	0	112	66	0	0	0	250	0	0	0
2026 Buildout Total	1	1	1475	57	1	112	1355	1	0	0	250	0	0	0
Percent Impact (Approach)			2.7%				12.1%			100.0%			-	

Overall Percent Impact 14.4%

PM PEAK HOUR
PM PHF = 0.95

Description	US 64 Eastbound U-Turn	Left	Through	Right	US 64 Westbound U-Turn	Left	Through	Right	Site Access Road Northbound Left	Through	Right	Flying Hawk Road Southbound Left	Through	Right
2020 Traffic Count	0	3	1045	0	3	0	1257	3	0	0	0	5	0	3
25% COVID-19 Factoring	0	1	261	0	1	0	314	1	0	0	0	1	0	1
2021 Existing Traffic	0	4	1306	0	4	0	1571	4	0	0	0	6	0	4
Growth Factor (0.03 per year)	0.159	0.159	0.159	0.159	0.159	0.159	0.159	0.159	0.159	0.159	0.159	0.159	0.159	0.159
2026 Background Growth	0	1	208	0	1	0	250	1	0	0	0	1	0	1
Committed Projects														
Sweetwater (15% res. + 100% comm.)	0	0	57	0	0	0	62	0	0	0	0	0	0	0
Smith Farm (25% residential)	0	0	20	0	0	0	11	0	0	0	0	0	0	0
Deer Creek (20% residential)	0	0	13	0	0	0	24	0	0	0	0	0	0	0
Total Committed Traffic	0	0	90	0	0	0	97	0	0	0	0	0	0	0
2026 Background Traffic	0	5	1604	0	5	0	1918	5	0	0	0	7	0	5
Superstreet Diversion	0	0	7	0	0	0	0	0	0	0	0	-7	0	7
Project Traffic														
Percent Assignment Inbound	0%	0%	0%	30%	0%	70%	0%	0%	0%	0%	0%	0%	0%	0%
Inbound Project Traffic	0	0	0	63	0	146	0	0	0	0	0	0	0	0
Percent Assignment Outbound	0%	0%	0%	0%	0%	0%	30%	0%	0%	0%	100%	0%	0%	0%
Outbound Project Traffic	0	0	0	0	0	0	47	0	0	0	157	0	0	0
Total External Site Traffic	0	0	0	63	0	146	47	0	0	0	157	0	0	0
Pass-By Capture Reduction	0	0	-18	0	0	0	-22	0	0	0	0	0	0	0
Pass-By Capture Assignment	0	0	0	18	0	22	21	0	0	0	39	0	0	0
Total Pass-By Traffic	0	0	-18	18	0	22	-1	0	0	0	39	0	0	0
Total Project Traffic	0	0	-18	81	0	168	46	0	0	0	196	0	0	0
2026 Buildout Total	0	5	1593	81	5	168	1964	5	0	0	196	0	0	12
Percent Impact (Approach)			3.8%				10.0%			100.0%			0.0%	

Overall Percent Impact 11.7%

INTERSECTION ANALYSIS SHEET

Project:	**US 64 Residential - Phase 2**
Location:	**Apex NC**
Scenario:	**No RI/RO Site Driveway**
Ct. Date	**January 26, 2021**
N/S Street:	**Goodwin Road**
E/W Street:	**US 64**

	AM In	AM Out	PM In	PM Out
Net New Trips:	141	218	209	157
Pass-By Trips:	28	32	40	39

Annual Growth Rate:	3.0%	**Existing Year:**	2021
Growth Factor:	0.159274	**Buildout Year:**	2026

AM PEAK HOUR
AM PHF = 0.95

Description	US 64 Eastbound U-Turn	Left	Through	Right	US 64 Westbound U-Turn	Through	Right	Northbound Left	Through	Right	Goodwin Road Southbound Left	Through	Right
2021 Traffic Count	0	0	980	0	7	803	1	0	0	0	1	0	1
25% COVID-19 Factoring	0	0	245	0	2	201	0	0	0	0	0	0	0
Volume Balancing	0	0	0	0	0	61	0	0	0	0	0	0	0
2021 Existing Traffic	0	0	1225	0	9	1065	1	0	0	0	1	0	1
Growth Factor (0.03 per year)	0.159	0.159	0.159	0.159	0.159	0.159	0.159	0.159	0.159	0.159	0.159	0.159	0.159
2026 Background Growth	0	0	195	0	1	170	0	0	0	0	0	0	0
Committed Projects													
Sweetwater (15% res. + 100% comm.)	0	0	46	0	0	33	0	0	0	0	0	0	0
Smith Farm (25% residential)	0	0	6	0	0	19	0	0	0	0	0	0	0
Deer Creek (20% residential)	0	0	23	0	0	7	0	0	0	0	0	0	0
Total Committed Traffic	0	0	75	0	0	59	0	0	0	0	0	0	0
2026 Background Traffic	0	0	1495	0	10	1294	1	0	0	0	1	0	1
Project Traffic													
Percent Assignment Inbound	0%	0%	0%	0%	0%	70%	0%	0%	0%	0%	0%	0%	0%
Inbound Project Traffic	0	0	0	0	0	99	0	0	0	0	0	0	0
Percent Assignment Outbound	30%	0%	70%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Outbound Project Traffic	65	0	153	0	0	0	0	0	0	0	0	0	0
Total External Site Traffic	65	0	153	0	0	99	0	0	0	0	0	0	0
Pass-By Capture Reduction	0	0	0	0	0	0	0	0	0	0	0	0	0
Pass-By Capture Assignment	14	0	18	0	0	0	0	0	0	0	0	0	0
Total Pass-By Traffic	14	0	18	0	0	0	0	0	0	0	0	0	0
Total Project Traffic	79	0	171	0	0	99	0	0	0	0	0	0	0
2026 Buildout Total	79	0	1666	0	10	1393	1	0	0	0	1	0	1
Percent Impact (Approach)			14.3%			7.1%			-			0.0%	
Overall Percent Impact	11.1%												

PM PEAK HOUR
PM PHF = 0.98

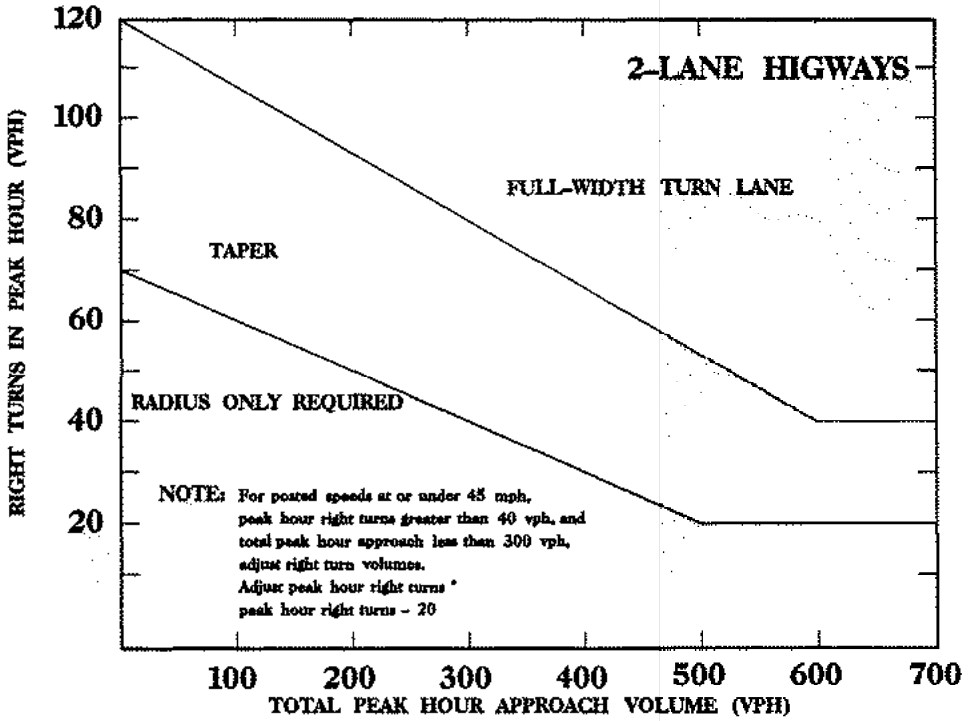
Description	US 64 Eastbound U-Turn	Left	Through	Right	US 64 Westbound U-Turn	Through	Right	Northbound Left	Through	Right	Goodwin Road Southbound Left	Through	Right
2021 Traffic Count	1	0	919	0	6	1098	1	0	0	0	0	0	0
25% COVID-19 Factoring	0	0	230	0	2	275	0	0	0	0	0	0	0
Volume Balancing	0	0	159	0	0	198	0	0	0	0	0	0	0
2021 Existing Traffic	1	0	1308	0	8	1571	1	0	0	0	0	0	0
Growth Factor (0.03 per year)	0.159	0.159	0.159	0.159	0.159	0.159	0.159	0.159	0.159	0.159	0.159	0.159	0.159
2026 Background Growth	0	0	208	0	1	250	0	0	0	0	0	0	0
Committed Projects													
Sweetwater (15% res. + 100% comm.)	0	0	57	0	0	62	0	0	0	0	0	0	0
Smith Farm (25% residential)	0	0	20	0	0	11	0	0	0	0	0	0	0
Deer Creek (20% residential)	0	0	13	0	0	24	0	0	0	0	0	0	0
Total Committed Traffic	0	0	90	0	0	97	0	0	0	0	0	0	0
2026 Background Traffic	1	0	1606	0	9	1918	1	0	0	0	0	0	0
Project Traffic													
Percent Assignment Inbound	0%	0%	0%	0%	0%	70%	0%	0%	0%	0%	0%	0%	0%
Inbound Project Traffic	0	0	0	0	0	146	0	0	0	0	0	0	0
Percent Assignment Outbound	30%	0%	70%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Outbound Project Traffic	47	0	110	0	0	0	0	0	0	0	0	0	0
Total External Site Traffic	47	0	110	0	0	146	0	0	0	0	0	0	0
Pass-By Capture Reduction	0	0	0	0	0	0	0	0	0	0	0	0	0
Pass-By Capture Assignment	21	0	18	0	0	0	0	0	0	0	0	0	0
Total Pass-By Traffic	21	0	18	0	0	0	0	0	0	0	0	0	0
Total Project Traffic	68	0	128	0	0	146	0	0	0	0	0	0	0
2026 Buildout Total	69	0	1734	0	9	2064	1	0	0	0	0	0	0
Percent Impact (Approach)			10.9%			7.0%			-			-	
Overall Percent Impact	8.8%												

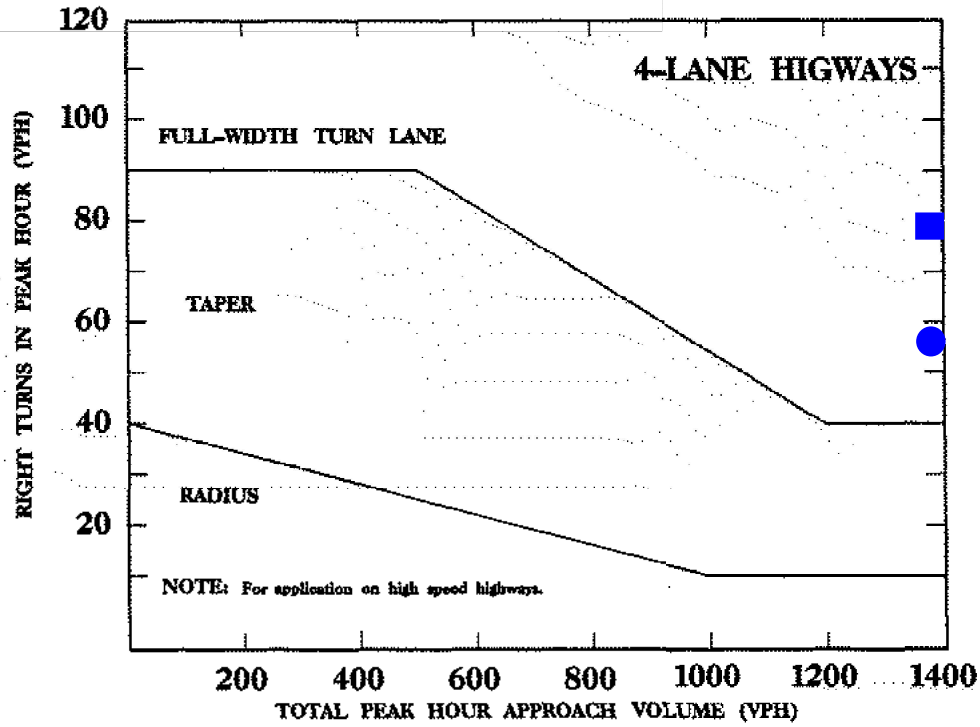
WITHOUT RI/RO SITE DRIVEWAY SCENARIO

FIGURE 4 **9 - 1**

F – 4 C

RIGHT TURN LANE WARRANTS





■ EBR @ Site Access Road - AM

● EBR @ Site Access Road - PM

Lane Group	EBU	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations								
Traffic Volume (vph)	4	4	1532	4	1361	4	4	4
Future Volume (vph)	4	4	1532	4	1361	4	4	4
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)		350		350		50	0	0
Storage Lanes		1		1		1	1	0
Taper Length (ft)		200		200			25	
Satd. Flow (prot)	0	1727	3374	1656	3312	1482	1694	0
Flt Permitted		0.950		0.950			0.976	
Satd. Flow (perm)	0	1727	3374	1656	3312	1482	1694	0
Link Speed (mph)			55		55		25	
Link Distance (ft)			1522		1461		593	
Travel Time (s)			18.9		18.1		16.2	
Confl. Bikes (#/hr)						1		1
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Heavy Vehicles (%)	2%	7%	7%	9%	9%	9%	2%	2%
Shared Lane Traffic (%)								
Lane Group Flow (vph)	0	8	1613	4	1433	4	8	0
Sign Control			Free		Free		Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 52.3%		ICU Level of Service A	
Analysis Period (min) 15			

Intersection	
Int Delay, s/veh	0.3

Movement	EBU	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations								
Traffic Vol, veh/h	4	4	1532	4	1361	4	4	4
Future Vol, veh/h	4	4	1532	4	1361	4	4	4
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	None
Storage Length	-	350	-	350	-	50	0	-
Veh in Median Storage, #	-	-	0	-	0	-	0	-
Grade, %	-	-	0	-	0	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95	95
Heavy Vehicles, %	2	7	7	9	9	9	2	2
Mvmt Flow	4	4	1613	4	1433	4	4	4

Major/Minor	Major1			Major2			Minor2	
Conflicting Flow All	1433	1437	0	1613	-	0	2264	717
Stage 1	-	-	-	-	-	-	1441	-
Stage 2	-	-	-	-	-	-	823	-
Critical Hdwy	6.44	4.24	-	6.58	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	-	-	5.84	-
Follow-up Hdwy	2.52	2.27	-	2.59	-	-	3.52	3.32
Pot Cap-1 Maneuver	174	444	-	123	-	-	34	372
Stage 1	-	-	-	-	-	-	184	-
Stage 2	-	-	-	-	-	-	392	-
Platoon blocked, %			-		-	-		
Mov Cap-1 Maneuver	248	248	-	123	-	-	32	372
Mov Cap-2 Maneuver	-	-	-	-	-	-	32	-
Stage 1	-	-	-	-	-	-	178	-
Stage 2	-	-	-	-	-	-	379	-

Approach	EB	WB	SB
HCM Control Delay, s	0.1	0.1	75.9
HCM LOS			F

Minor Lane/Major Mvmt	EBL	EBT	WBU	WBT	WBR	SBLn1
Capacity (veh/h)	248	-	123	-	-	59
HCM Lane V/C Ratio	0.034	-	0.034	-	-	0.143
HCM Control Delay (s)	20	-	35.3	-	-	75.9
HCM Lane LOS	C	-	E	-	-	F
HCM 95th %tile Q(veh)	0.1	-	0.1	-	-	0.5

Lane Group	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations														
Traffic Volume (vph)	4	4	1475	57	4	112	1355	4	0	0	250	0	0	4
Future Volume (vph)	4	4	1475	57	4	112	1355	4	0	0	250	0	0	4
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)		350		100		300		65	0		0	0		0
Storage Lanes		1		1		1		1	0		1	0		1
Taper Length (ft)		200				225			25			25		
Satd. Flow (prot)	0	1727	3374	1583	0	1765	3282	1468	0	0	1611	0	0	1611
Flt Permitted		0.950				0.950								
Satd. Flow (perm)	0	1727	3374	1583	0	1765	3282	1468	0	0	1611	0	0	1611
Link Speed (mph)			55				55			25			25	
Link Distance (ft)			1461				2160			468			406	
Travel Time (s)			18.1				26.8			12.8			11.1	
Confl. Bikes (#/hr)								1						1
Peak Hour Factor	0.93	0.93	0.93	0.90	0.93	0.90	0.93	0.93	0.90	0.90	0.90	0.93	0.93	0.93
Heavy Vehicles (%)	2%	7%	7%	2%	10%	2%	10%	10%	2%	2%	2%	2%	2%	2%
Shared Lane Traffic (%)														10%
Lane Group Flow (vph)	0	8	1586	63	0	128	1457	4	0	0	278	0	0	4
Sign Control			Free				Free			Stop			Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 72.7%		ICU Level of Service C	
Analysis Period (min) 15			

Intersection	
Int Delay, s/veh	5.3

Movement	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations														
Traffic Vol, veh/h	4	4	1475	57	4	112	1355	4	0	0	250	0	0	4
Future Vol, veh/h	4	4	1475	57	4	112	1355	4	0	0	250	0	0	4
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	-	None	-	-	-	None	-	-	None	-	-	None
Storage Length	-	350	-	100	-	300	-	65	-	-	0	-	-	0
Veh in Median Storage, #	-	-	0	-	-	-	0	-	-	0	-	-	0	-
Grade, %	-	-	0	-	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	93	93	93	90	93	90	93	93	90	90	90	93	93	93
Heavy Vehicles, %	2	7	7	2	10	2	10	10	2	2	2	2	2	2
Mvmt Flow	4	4	1586	63	4	124	1457	4	0	0	278	0	0	4

Major/Minor	Major1				Major2				Minor1			Minor2		
Conflicting Flow All	1457	1461	0	0	1586	1649	0	0	-	-	793	-	-	729
Stage 1	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Critical Hdwy	6.44	4.24	-	-	6.6	4.14	-	-	-	-	6.94	-	-	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Follow-up Hdwy	2.52	2.27	-	-	2.6	2.22	-	-	-	-	3.32	-	-	3.32
Pot Cap-1 Maneuver	168	434	-	-	127	388	-	-	0	0	331	0	0	365
Stage 1	-	-	-	-	-	-	-	-	0	0	-	0	0	-
Stage 2	-	-	-	-	-	-	-	-	0	0	-	0	0	-
Platoon blocked, %			-	-			-	-						
Mov Cap-1 Maneuver	240	240	-	-	280	280	-	-	-	-	331	-	-	365
Mov Cap-2 Maneuver	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-	-	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0.1	2.3	53.3	15
HCM LOS			F	C

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	331	240	-	-	280	-	-	365
HCM Lane V/C Ratio	0.839	0.036	-	-	0.46	-	-	0.012
HCM Control Delay (s)	53.3	20.5	-	-	28.3	-	-	15
HCM Lane LOS	F	C	-	-	D	-	-	C
HCM 95th %tile Q(veh)	7.4	0.1	-	-	2.3	-	-	0

Lane Group	EBU	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations								
Traffic Volume (vph)	79	4	1666	10	1393	4	4	4
Future Volume (vph)	79	4	1666	10	1393	4	4	4
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)		350		325		60	0	0
Storage Lanes		1		1		1	1	0
Taper Length (ft)		200		225			25	
Satd. Flow (prot)	0	1766	3374	1687	3374	1509	1694	0
Flt Permitted		0.950		0.950			0.976	
Satd. Flow (perm)	0	1766	3374	1687	3374	1509	1694	0
Link Speed (mph)			55		55		25	
Link Distance (ft)			2160		1240		530	
Travel Time (s)			26.8		15.4		14.5	
Peak Hour Factor	0.92	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Heavy Vehicles (%)	2%	7%	7%	7%	7%	7%	2%	2%
Shared Lane Traffic (%)								
Lane Group Flow (vph)	0	90	1754	11	1466	4	8	0
Sign Control			Free		Free		Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 62.7%		ICU Level of Service B	
Analysis Period (min) 15			

Intersection	
Int Delay, s/veh	2.3

Movement	EBU	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations								
Traffic Vol, veh/h	79	4	1666	10	1393	4	4	4
Future Vol, veh/h	79	4	1666	10	1393	4	4	4
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	None
Storage Length	-	350	-	325	-	60	0	-
Veh in Median Storage, #	-	-	0	-	0	-	0	-
Grade, %	-	-	0	-	0	-	0	-
Peak Hour Factor	92	95	95	95	95	95	95	95
Heavy Vehicles, %	2	7	7	7	7	7	2	2
Mvmt Flow	86	4	1754	11	1466	4	4	4

Major/Minor	Major1			Major2			Minor2	
Conflicting Flow All	1466	1470	0	1754	-	0	2545	733
Stage 1	-	-	-	-	-	-	1488	-
Stage 2	-	-	-	-	-	-	1057	-
Critical Hdwy	6.44	4.24	-	6.54	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	-	-	5.84	-
Follow-up Hdwy	2.52	2.27	-	2.57	-	-	3.52	3.32
Pot Cap-1 Maneuver	166	431	-	101	-	-	22	363
Stage 1	-	-	-	-	-	-	174	-
Stage 2	-	-	-	-	-	-	295	-
Platoon blocked, %			-		-	-		
Mov Cap-1 Maneuver	169	169	-	101	-	-	9	363
Mov Cap-2 Maneuver	-	-	-	-	-	-	9	-
Stage 1	-	-	-	-	-	-	81	-
Stage 2	-	-	-	-	-	-	263	-

Approach	EB	WB	SB
HCM Control Delay, s	2.4	0.3	$ 322.8
HCM LOS			F

Minor Lane/Major Mvmt	EBL	EBT	WBU	WBT	WBR	SBLn1
Capacity (veh/h)	169	-	101	-	-	18
HCM Lane V/C Ratio	0.533	-	0.104	-	-	0.468
HCM Control Delay (s)	48.4	-	44.7	-	-	$ 322.8
HCM Lane LOS	E	-	E	-	-	F
HCM 95th %tile Q(veh)	2.7	-	0.3	-	-	1.3

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

Lane Group	EBU	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations								
Traffic Volume (vph)	4	4	1670	10	1940	4	4	4
Future Volume (vph)	4	4	1670	10	1940	4	4	4
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)		350		350		50	0	0
Storage Lanes		1		1		1	1	0
Taper Length (ft)		200		200			25	
Satd. Flow (prot)	0	1736	3471	1752	3505	1568	1694	0
Flt Permitted		0.950		0.950			0.976	
Satd. Flow (perm)	0	1736	3471	1752	3505	1568	1694	0
Link Speed (mph)			55		55		25	
Link Distance (ft)			1522		1461		593	
Travel Time (s)			18.9		18.1		16.2	
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Heavy Vehicles (%)	4%	4%	4%	3%	3%	3%	2%	2%
Shared Lane Traffic (%)								
Lane Group Flow (vph)	0	8	1777	11	2064	4	8	0
Sign Control			Free		Free		Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 63.6%		ICU Level of Service B	
Analysis Period (min) 15			

Intersection	
Int Delay, s/veh	1

Movement	EBU	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations								
Traffic Vol, veh/h	4	4	1670	10	1940	4	4	4
Future Vol, veh/h	4	4	1670	10	1940	4	4	4
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	None
Storage Length	-	350	-	350	-	50	0	-
Veh in Median Storage, #	-	-	0	-	0	-	0	-
Grade, %	-	-	0	-	0	-	0	-
Peak Hour Factor	94	94	94	94	94	94	94	94
Heavy Vehicles, %	4	4	4	3	3	3	2	2
Mvmt Flow	4	4	1777	11	2064	4	4	4

Major/Minor	Major1			Major2			Minor2	
Conflicting Flow All	2064	2068	0	1777	-	0	2991	1032
Stage 1	-	-	-	-	-	-	2086	-
Stage 2	-	-	-	-	-	-	905	-
Critical Hdwy	6.48	4.18	-	6.46	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	-	-	5.84	-
Follow-up Hdwy	2.54	2.24	-	2.53	-	-	3.52	3.32
Pot Cap-1 Maneuver	66	259	-	103	-	-	11	230
Stage 1	-	-	-	-	-	-	81	-
Stage 2	-	-	-	-	-	-	355	-
Platoon blocked, %			-		-	-		
Mov Cap-1 Maneuver	104	104	-	103	-	-	9	230
Mov Cap-2 Maneuver	-	-	-	-	-	-	9	-
Stage 1	-	-	-	-	-	-	74	-
Stage 2	-	-	-	-	-	-	317	-

Approach	EB	WB	SB
HCM Control Delay, s	0.2	0.2	$ 350
HCM LOS			F

Minor Lane/Major Mvmt	EBL	EBT	WBU	WBT	WBR	SBLn1
Capacity (veh/h)	104	-	103	-	-	17
HCM Lane V/C Ratio	0.082	-	0.103	-	-	0.501
HCM Control Delay (s)	42.7	-	43.9	-	-	$ 350
HCM Lane LOS	E	-	E	-	-	F
HCM 95th %tile Q(veh)	0.3	-	0.3	-	-	1.3

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

Lane Group	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations														
Traffic Volume (vph)	4	5	1593	81	5	168	1964	5	0	0	196	0	0	12
Future Volume (vph)	4	5	1593	81	5	168	1964	5	0	0	196	0	0	12
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)		350		100		300		65	0		0	0		0
Storage Lanes		1		1		1		1	0		1	0		1
Taper Length (ft)		200				225			25			25		
Satd. Flow (prot)	0	1736	3471	1553	0	1752	3505	1568	0	0	1611	0	0	1611
Flt Permitted		0.950				0.950								
Satd. Flow (perm)	0	1736	3471	1553	0	1752	3505	1568	0	0	1611	0	0	1611
Link Speed (mph)			55				55			25			25	
Link Distance (ft)			1461				2160			468			406	
Travel Time (s)			18.1				26.8			12.8			11.1	
Peak Hour Factor	0.95	0.95	0.95	0.90	0.95	0.90	0.95	0.95	0.90	0.90	0.90	0.95	0.95	0.95
Heavy Vehicles (%)	4%	4%	4%	4%	3%	3%	3%	3%	2%	2%	2%	2%	2%	2%
Shared Lane Traffic (%)														10%
Lane Group Flow (vph)	0	9	1677	90	0	192	2067	5	0	0	218	0	1	12
Sign Control			Free				Free			Stop			Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 75.8%		ICU Level of Service D	
Analysis Period (min) 15			

Intersection	
Int Delay, s/veh	4

Movement	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations														
Traffic Vol, veh/h	4	5	1593	81	5	168	1964	5	0	0	196	0	0	12
Future Vol, veh/h	4	5	1593	81	5	168	1964	5	0	0	196	0	0	12
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	-	None	-	-	-	None	-	-	None	-	-	None
Storage Length	-	350	-	100	-	300	-	65	-	-	0	-	-	0
Veh in Median Storage, #	-	-	0	-	-	-	0	-	-	0	-	-	0	-
Grade, %	-	-	0	-	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	90	95	90	95	95	90	90	90	95	95	95
Heavy Vehicles, %	4	4	4	4	3	3	3	3	2	2	2	2	2	2
Mvmt Flow	4	5	1677	90	5	187	2067	5	0	0	218	0	0	13

Major/Minor	Major1				Major2				Minor1			Minor2		
Conflicting Flow All	2067	2072	0	0	1677	1767	0	0	-	-	839	-	-	1034
Stage 1	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Critical Hdwy	6.48	4.18	-	-	6.46	4.16	-	-	-	-	6.94	-	-	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Follow-up Hdwy	2.54	2.24	-	-	2.53	2.23	-	-	-	-	3.32	-	-	3.32
Pot Cap-1 Maneuver	65	258	-	-	119	345	-	-	0	0	309	0	0	229
Stage 1	-	-	-	-	-	-	-	-	0	0	-	0	0	-
Stage 2	-	-	-	-	-	-	-	-	0	0	-	0	0	-
Platoon blocked, %			-	-			-	-						
Mov Cap-1 Maneuver	107	107	-	-	291	291	-	-	-	-	309	-	-	229
Mov Cap-2 Maneuver	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-	-	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0.2	3.3	40.3	21.6
HCM LOS			E	C

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	309	107	-	-	291	-	-	229
HCM Lane V/C Ratio	0.705	0.089	-	-	0.66	-	-	0.055
HCM Control Delay (s)	40.3	41.8	-	-	38.6	-	-	21.6
HCM Lane LOS	E	E	-	-	E	-	-	C
HCM 95th %tile Q(veh)	5	0.3	-	-	4.3	-	-	0.2

Lane Group	EBU	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations								
Traffic Volume (vph)	69	4	1734	9	2064	4	4	4
Future Volume (vph)	69	4	1734	9	2064	4	4	4
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)		350		325		60	0	0
Storage Lanes		1		1		1	1	0
Taper Length (ft)		200		225			25	
Satd. Flow (prot)	0	1736	3471	1736	3471	1553	1694	0
Flt Permitted		0.950		0.950			0.976	
Satd. Flow (perm)	0	1736	3471	1736	3471	1553	1694	0
Link Speed (mph)			55		55		25	
Link Distance (ft)			2160		1240		530	
Travel Time (s)			26.8		15.4		14.5	
Peak Hour Factor	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98
Heavy Vehicles (%)	4%	4%	4%	4%	4%	4%	2%	2%
Shared Lane Traffic (%)								
Lane Group Flow (vph)	0	74	1769	9	2106	4	8	0
Sign Control			Free		Free		Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 70.7%		ICU Level of Service C	
Analysis Period (min) 15			

Intersection	
Int Delay, s/veh	5.5

Movement	EBU	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations								
Traffic Vol, veh/h	69	4	1734	9	2064	4	4	4
Future Vol, veh/h	69	4	1734	9	2064	4	4	4
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	None
Storage Length	-	350	-	325	-	60	0	-
Veh in Median Storage, #	-	-	0	-	0	-	0	-
Grade, %	-	-	0	-	0	-	0	-
Peak Hour Factor	98	98	98	98	98	98	98	98
Heavy Vehicles, %	4	4	4	4	4	4	2	2
Mvmt Flow	70	4	1769	9	2106	4	4	4

Major/Minor	Major1			Major2			Minor2	
Conflicting Flow All	2106	2110	0	1769	-	0	3157	1053
Stage 1	-	-	-	-	-	-	2124	-
Stage 2	-	-	-	-	-	-	1033	-
Critical Hdwy	6.48	4.18	-	6.48	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	-	-	5.84	-
Follow-up Hdwy	2.54	2.24	-	2.54	-	-	3.52	3.32
Pot Cap-1 Maneuver	~ 61	249	-	103	-	-	8	223
Stage 1	-	-	-	-	-	-	77	-
Stage 2	-	-	-	-	-	-	304	-
Platoon blocked, %			-		-	-		
Mov Cap-1 Maneuver	~ 63	63	-	103	-	-	0	223
Mov Cap-2 Maneuver	-	-	-	-	-	-	0	-
Stage 1	-	-	-	-	-	-	0	-
Stage 2	-	-	-	-	-	-	278	-

Approach	EB	WB	SB
HCM Control Delay, s	11.5	0.2	21.8
HCM LOS			C

Minor Lane/Major Mvmt	EBL	EBT	WBU	WBT	WBR	SBLn1
Capacity (veh/h)	63	-	103	-	-	223
HCM Lane V/C Ratio	1.182	-	0.089	-	-	0.037
HCM Control Delay (s)	285.8	-	43.3	-	-	21.8
HCM Lane LOS	F	-	E	-	-	C
HCM 95th %tile Q(veh)	6.1	-	0.3	-	-	0.1

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

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: +/- 60.97 acres

PIN(s): 0722040381, 0722037373, and 0712949922

Current Zoning: Rural Residential (RR) and Wake Co. R-80W

Proposed Zoning: Planned Unit Development-Conditional Zoning (PUD-CZ)

2045 Land Use Map: Low Density Residential and Mixed Use: High Density Residential/Office Employment/Commercial Services

Town Limits: Partially inside the ETJ and partially outside the ETJ

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: _____

☑ Apex Transportation Plan
☑ Consistent ☐ Inconsistent Reason: _____

☑ Parks, Recreation, Open Space, and Greenways Plan
☑ Consistent ☐ Inconsistent Reason: _____

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: _____

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 Recommendation:

Motion: To recommend approval with conditions as stated below.

Introduced by Planning Board member: Tina Sherman

Seconded by Planning Board member: Ryan Akers

☐ *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:

Conditions as proposed by staff, but the Board would like staff and applicant to work together on explicit language to allow the developer to get their fee-in-lieu returned if the signal is not warranted in a certain amount of time that is agreeable to both parties.

☐ *Denial*: the project is not consistent with all applicable officially adopted plans and/or the applicable legislative considerations as noted above.

With 7 Planning Board Member(s) voting "aye"

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

Reasons for dissenting votes:

This report reflects the recommendation of the Planning Board, this the 13th day of September 2021.

Attest:

Michael Marks Digitally signed by Michael Marks Date: 2021.09.13 20:45:16 -04'00'

Michael Marks, Planning Board Chair

Dianne Khin Digitally signed by Dianne Khin Date: 2021.09.13 18:14:41 -04'00'

Dianne Khin, Director of Planning and Community Development

21CZ12-PB-Notice---Combined
Not secure | apexnc.org/Docume...
Paused
Apps | Todoist | Apps & Schedules | UDO | HR | Other bookmarks | Reading list
21CZ12-PB-Notice---... 1 / 2 51%

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

PUBLIC NOTIFICATION OF PUBLIC HEARINGS
CONDITIONAL ZONING #21CZ12
Legacy 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:

Applicant: Ryan Linker, GCI Acquisitions, LLC
Authorized Agent: Ryan Linker, GCI Acquisitions, LLC
Property Addresses: 3601 and 3609 US 64 Hwy W, 0 Olive Chapel Rd
Acreage: ±60.97 acres
Property Identification Numbers (PINs): 0722040381, 0722037373, and 0712949922
Current 2045 Land Use Map Designation: Low Density Residential and Mixed Use: High Density Residential/Office Employment/Commercial Services
Existing Zoning of Properties: Rural Residential (RR) and Wake Co. (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: September 13, 2021 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/c/townofapexgov. Please visit www.apexnc.org on the day of the meeting to confirm whether the meeting will be held in-person or remotely.

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, Bonnie Brock (73 Hunter Street or USPS mail - P.O. Box 250, Apex, NC 27502), up to 24 hours prior to the scheduled time of the meeting per to NCGS §166A-19.24. 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.

In the event that the Planning Board meeting is held remotely or with at least one member attending virtually, written comments may be submitted up to 24 hours prior to the scheduled time of the meeting per NCGS §166A-19.24 according to the methods specified above. Virtual meetings may be viewed via the Town's YouTube livestream at https://www.youtube.com/c/townofapexgov.

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/maps. The 2045 Land Use Map may be viewed online at www.apexnc.org/DocumentCenter/View/478. You may call 919-249-3426, Department of Planning and Community Development, with questions or for further information. To view the petition and related documents on-line: https://www.apexnc.org/DocumentCenter/View/15529.

Dianne F. Khin, AICP
Director of Planning and Community Development

Published Dates: August 27 – September 13, 2021

2:34 PM
8/31/2021

21CZ12-PB-Notice---Combined
Not secure | apexnc.org/Docume...
Paused
Apps | Todoist | Apps & Schedules | UDO | HR | Other bookmarks | Reading list
21CZ12-PB-Notice-... 2 / 2 51%

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

NOTIFICACIÓN PÚBLICA DE AUDIENCIAS PÚBLICAS
ORDENAMIENTO TERRITORIAL CONDICIONAL #21CZ12
Legacy 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: Ryan Linker, GCI Acquisitions, LLC
Agente autorizado: Ryan Linker, GCI Acquisitions, LLC
Dirección de las propiedades: 3601 y 3609 US 64 Hwy W, 0 Olive Chapel Rd
Superficie: ±60.97 acres
Números de identificación de las propiedades: 0722040381, 0722037373, and 0712949922
Designación actual en el Mapa de Uso Territorial para 2045: Low Density Residential and Mixed Use: High Density Residential/Office Employment/Commercial Services
Ordenamiento territorial existente de las propiedades: Rural Residential (RR) and Wake Co. (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: 13 de septiembre, 2021 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/townofapexnc. Por favor visite www.apexnc.org el día de la reunión para confirmar si la reunión se llevará a cabo de manera presencial o remotamente.

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, Bonnie Brock (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.

En caso de que la reunión de la Junta de Planificación se lleve a cabo remotamente o que por lo menos uno de los miembros asista virtualmente, se permite presentar comentarios por escrito hasta 24 horas antes de la hora programada de la reunión según los estatutos de Carolina del Norte NCGS §166A-19.24 siguiendo los métodos especificados anteriormente. Las reuniones virtuales se pueden seguir en la transmisión en directo por YouTube a través del siguiente enlace: https://www.youtube.com/c/townofapexnc.

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 y Desarrollo Comunitario al 919-249-3426. Puede ver la solicitud y otros documentos relacionados aquí: https://www.apexnc.org/DocumentCenter/View/35529.

Dianne F. Khin, AICP
Directora de Planificación y Desarrollo Comunitario

Fechas de publicación: 27 de agosto - 13 de setiembre, 2021

2:34 PM
8/31/2021

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

PUBLIC NOTIFICATION OF PUBLIC HEARINGS

CONDITIONAL ZONING #21CZ12
Legacy PUD

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Authorized Agent: Ryan Linker, GCI Acquisitions, LLC
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Property Identification Numbers (PINs): 0722040381, 0722037373, and 0712949922
Current 2045 Land Use Map Designation: Low Density Residential and Mixed Use: High Density Residential/Office Employment/Commercial Services
Existing Zoning of Properties: Rural Residential (RR) and Wake Co. (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: September 13, 2021 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/c/townofapexgov. Please visit www.apexnc.org on the day of the meeting to confirm whether the meeting will be held in-person or remotely.

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, Bonnie Brock (73 Hunter Street or USPS mail - P.O. Box 250, Apex, NC 27502), up to 24 hours prior to the scheduled time of the meeting per to NCGS §166A-19.24. 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.

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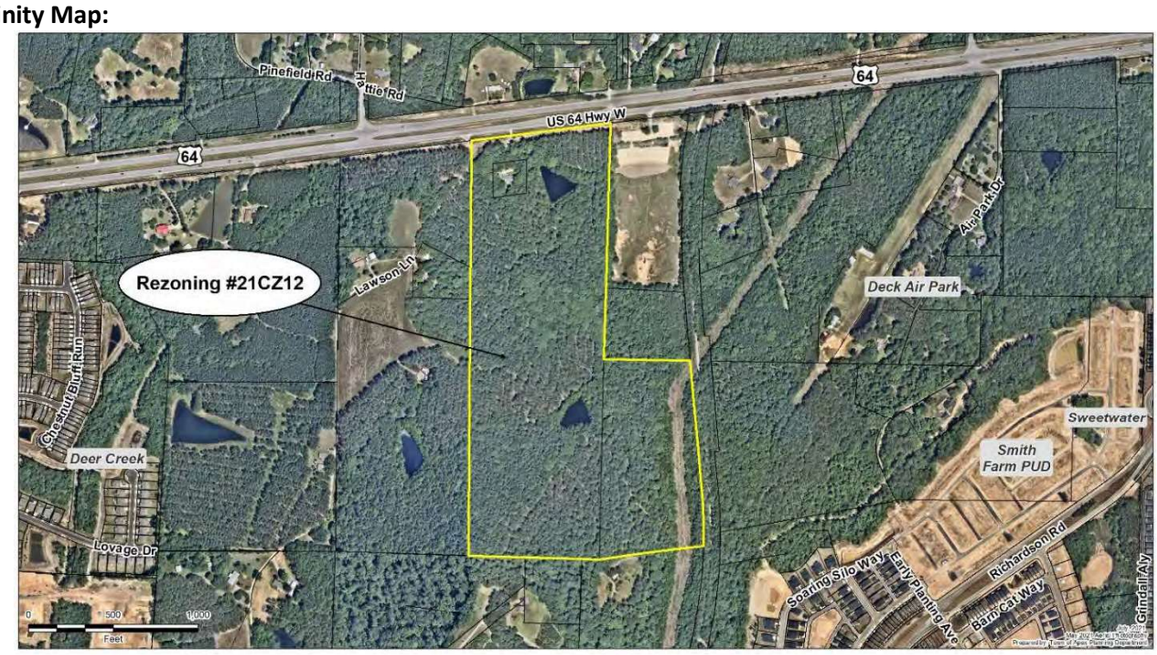
A separate notice of the Town Council public hearing on this project will be mailed and posted in order to comply with State public notice requirements.

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, Department of Planning and Community Development, with questions or for further information. To view the petition and related documents on-line: https://www.apexnc.org/DocumentCenter/View/35529.

Dianne F. Khin, AICP
Director of Planning and Community Development

Published Dates: August 27 – September 13, 2021

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

NOTIFICACIÓN PÚBLICA DE AUDIENCIAS PÚBLICAS

ORDENAMIENTO TERRITORIAL CONDICIONAL #21CZ12
Legacy 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: Ryan Linker, GCI Acquisitions, LLC
Agente autorizado: Ryan Linker, GCI Acquisitions, LLC
Dirección de las propiedades: 3601 y 3609 US 64 Hwy W, 0 Olive Chapel Rd
Superficie: ±60.97 acres
Números de identificación de las propiedades: 0722040381, 0722037373, and 0712949922
Designación actual en el Mapa de Uso Territorial para 2045: Low Density Residential and Mixed Use: High Density Residential/Office Employment/Commercial Services
Ordenamiento territorial existente de las propiedades: Rural Residential (RR) and Wake Co. (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: 13 de septiembre, 2021 4:30 P.M.

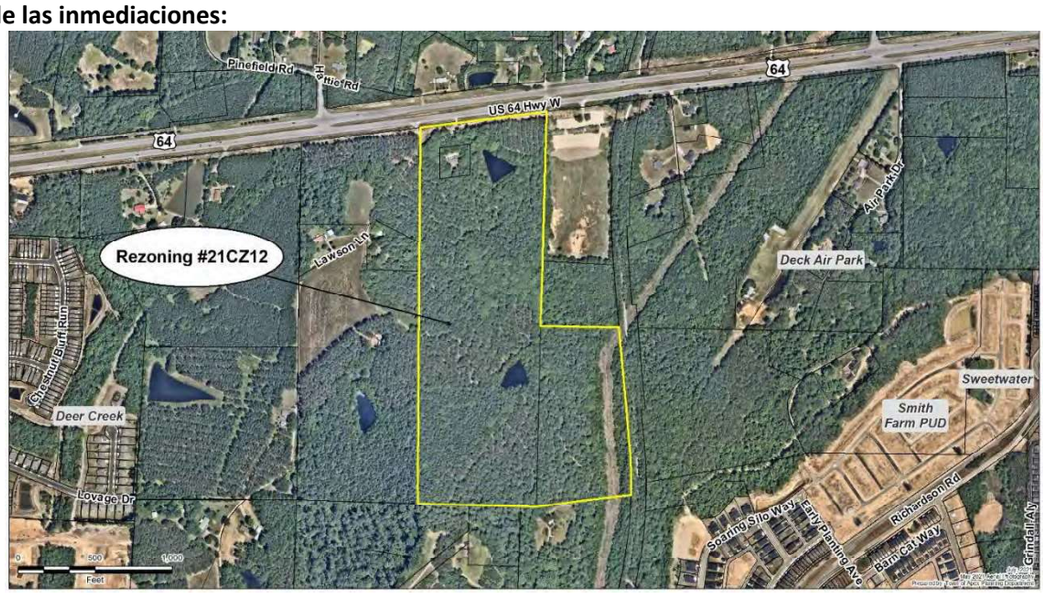
Puede asistir a la reunión de manera presencial o seguir la transmisión en directo por YouTube a través del siguiente enlace: https://www.youtube.com/c/townofapexgov. Por favor visite www.apexnc.org el día de la reunión para confirmar si la reunión se llevará a cabo de manera presencial o remotamente.

Si no puede asistir, puede enviar una declaración escrita por correo electrónico a public.hearing@apexnc.org, o presentarla a la secretaría de la Junta de Planificación, Bonnie Brock (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.

En caso de que la reunión de la Junta de Planificación se lleve a cabo remotamente o que por lo menos uno de los miembros asista virtualmente, se permite presentar comentarios por escrito hasta 24 horas antes de la hora programada de la reunión según los estatutos de Carolina del Norte NCGS §166A-19.24 siguiendo los métodos especificados anteriormente. Las reuniones virtuales se pueden seguir en la transmisión en directo por YouTube a través del siguiente enlace: https://www.youtube.com/c/townofapexgov.

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.

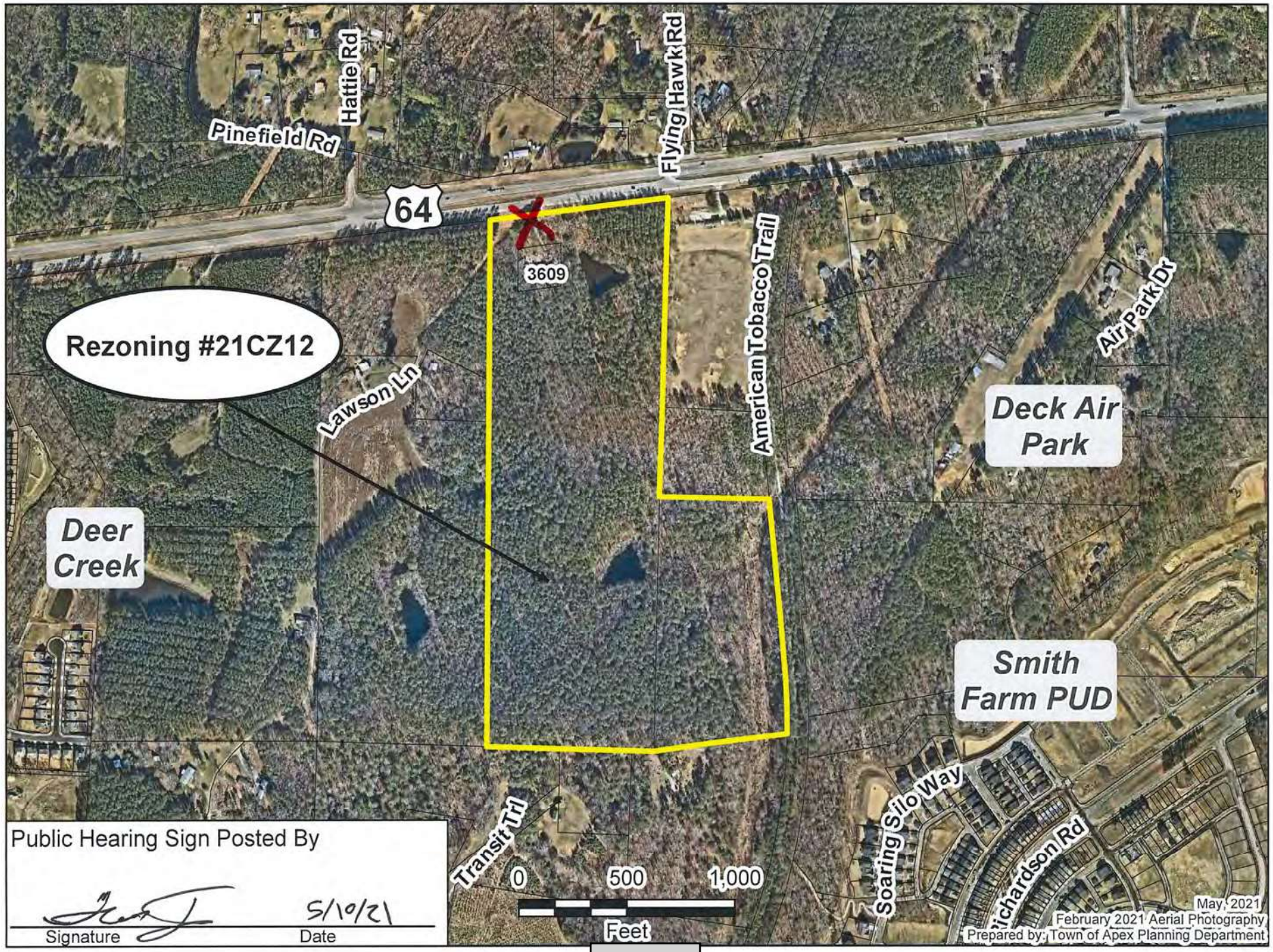
Mapa de las inmediaciones:



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 y Desarrollo Comunitario al 919-249-3426. Puede ver la solicitud y otros documentos relacionados aquí: https://www.apexnc.org/DocumentCenter/View/35529.

Dianne F. Khin, AICP
Directora de Planificación y Desarrollo Comunitario

Fechas de publicación: 27 de agosto - 13 de setiembre



Public Hearing Sign Posted By

5/10/21

Signature Date

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 #21CZ12 Legacy PUD
Project Location:	3601 and 3609 US 64 Hwy W, 0 Olive Chapel Rd
Applicant or Authorized Agent:	Ryan Linker
Firm:	GCI Acquisitions, LLC

This is to certify that I, as Director of Planning and Community Development, mailed or caused to have mailed by first class postage for the above mentioned project on August 27, 2021, 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 within 300' of the land subject to notification. I further certify that I relied on information provided to me by the above-mentioned person as to accuracy and mailing addresses of property owners within 300' of the land subject to notification.

8/31/2021
Date

Director of Planning and Community Development

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Jeri Chastain Pederson, a Notary Public for the above State and County, this the 31 day of August, 2021.

Jeri Chastain Pederson
Notary Public

JERI CHASTAIN PEDERSON
Notary Public
Wake County, North Carolina
My Commission Expires
March 10, 2024

My Commission Expires: 3/10/2024

21CZ12-TC-public-notice
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Paused
Apps | Todoist | Apps & Schedules | UDO | HR | Other bookmarks | Reading list
21CZ12-TC-public-n... 1 / 2 61%

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

PUBLIC NOTIFICATION
OF PUBLIC HEARINGS
CONDITIONAL ZONING #21CZ12
Legacy 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: Ryan Linker, GCI Acquisitions, LLC
Authorized Agent: Ryan Linker, GCI Acquisitions, LLC
Property Addresses: 3601 and 3609 US 64 Hwy W, 0 Olive Chapel Rd
Acreage: ±60.97 acres
Property Identification Numbers (PINs): 0722040381, 0722037373, and 0712949922
Current 2045 Land Use Map Designation: Low Density Residential and Mixed Use: High Density Residential/Office Employment/Commercial Services
Existing Zoning of Properties: Rural Residential (RR) and Wake Co. (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: September 28, 2021 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. Please visit www.apexnc.org on the day of the meeting to confirm whether the meeting will be held in-person or remotely.

If you are unable to attend, you may provide a written statement by email to public.hearing@apexnc.org, or submit it to the Deputy Town Clerk, Tesa Silver (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 members prior to their vote. Please include the Public Hearing name in the subject line.

In the event that the Town Council meeting is held remotely or with at least one member attending virtually, written comments may be submitted up to 24 hours prior to the scheduled time of the meeting per NCGS §166A-19.24 according to the methods specified above. Virtual meetings may be viewed via the Town's YouTube livestream at https://www.youtube.com/c/townofapexgov.

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, Department of Planning and Community Development, with questions or for further information. To view the petition and related documents on-line: https://www.apexnc.org/[illegible]/35529.

[illegible]anne F. Khin, AICP
[illegible]irector of Planning and Community Development

Published Dates: September 3 – September 28, 2021

21CZ12-TC-public-notice
Not secure | apexnc.org/Docu...
Paused
Apps | Todoist | Apps & Schedules | UDO | HR | Other bookmarks | Reading list
21CZ12-TC-public-n... 2 / 2 61%

TOWN OF APEX
PO BOX 250
APEX, NORTH CAROLINA 27502
TELÉFONO 919-249-3426

NOTIFICACIÓN PÚBLICA DE AUDIENCIAS PÚBLICAS
ORDENAMIENTO TERRITORIAL CONDICIONAL ##21CZ12
Legacy 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: Ryan Linker, GCI Acquisitions, LLC
Agente autorizado: Ryan Linker, GCI Acquisitions, LLC
Dirección de las propiedades: 3601 y 3609 US 64 Hwy W, 0 Olive Chapel Rd
Superficie: ±60.97 acres
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Ordenamiento territorial existente de las propiedades: Rural Residential (RR) and Wake Co. (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: 28 de septiembre, 2021 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. Por favor visite www.apexnc.org el día de la reunión para confirmar si la reunión se llevará a cabo de manera presencial o remotamente.

Si no puede asistir, puede enviar una declaración escrita por correo electrónico a public.hearing@apexnc.org, o presentarla a la secretaria municipal adjunta, Tesa Silver (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.

En caso de que la reunión del Consejo Municipal se lleve a cabo remotamente o que por lo menos uno de los miembros asista virtualmente, se permite presentar comentarios por escrito hasta 24 horas antes de la hora programada de la reunión según los estatutos de Carolina del Norte NCGS §166A-19.24 siguiendo los métodos especificados anteriormente. Las reuniones virtuales se pueden seguir en la transmisión en directo por YouTube a través del siguiente enlace: https://www.youtube.com/c/townofapexgov.

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 y Desarrollo Comunitario al 919-249-3426. Puede ver la solicitud y otros documentos relacionados aquí: https://www.apexnc.org/Docume

F. Khin, AICP
Directora de Planificación y Desarrollo Comunitario

Fechas de publicación: 3 de septiembre - 28 de septiembre, 2021

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

PUBLIC NOTIFICATION OF PUBLIC HEARINGS

CONDITIONAL ZONING #21CZ12
Legacy 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: Ryan Linker, GCI Acquisitions, LLC
Authorized Agent: Ryan Linker, GCI Acquisitions, LLC
Property Addresses: 3601 and 3609 US 64 Hwy W, 0 Olive Chapel Rd
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Property Identification Numbers (PINs): 0722040381, 0722037373, and 0712949922
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Existing Zoning of Properties: Rural Residential (RR) and Wake Co. (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: September 28, 2021 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. Please visit www.apexnc.org on the day of the meeting to confirm whether the meeting will be held in-person or remotely.

If you are unable to attend, you may provide a written statement by email to public.hearing@apexnc.org, or submit it to the Deputy Town Clerk, Tesa Silver (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 members prior to their vote. Please include the Public Hearing name in the subject line.

In the event that the Town Council meeting is held remotely or with at least one member attending virtually, written comments may be submitted up to 24 hours prior to the scheduled time of the meeting per NCGS §166A-19.24 according to the methods specified above. Virtual meetings may be viewed via the Town's YouTube livestream at https://www.youtube.com/c/townofapexgov.

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, Department of Planning and Community Development, with questions or for further information. To view the petition and related documents on-line: https://www.apexnc.org/DocumentCenter/View/35529.

Dianne F. Khin, AICP
Director of Planning and Community Development

Published Dates: September 3 – September 28, 2021

TOWN OF APEX
PO BOX 250
APEX, NORTH CAROLINA 27502
TELÉFONO 919-249-3426

NOTIFICACIÓN PÚBLICA DE AUDIENCIAS PÚBLICAS

ORDENAMIENTO TERRITORIAL CONDICIONAL ##21CZ12
Legacy 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: Ryan Linker, GCI Acquisitions, LLC
Agente autorizado: Ryan Linker, GCI Acquisitions, LLC
Dirección de las propiedades: 3601 y 3609 US 64 Hwy W, 0 Olive Chapel Rd
Superficie: ±60.97 acres
Números de identificación de las propiedades: 0722040381, 0722037373, and 0712949922
Designación actual en el Mapa de Uso Territorial para 2045: Low Density Residential and Mixed Use: High Density Residential/Office Employment/Commercial Services
Ordenamiento territorial existente de las propiedades: Rural Residential (RR) and Wake Co. (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: 28 de septiembre, 2021 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. Por favor visite www.apexnc.org el día de la reunión para confirmar si la reunión se llevará a cabo de manera presencial o remotamente.

Si no puede asistir, puede enviar una declaración escrita por correo electrónico a public.hearing@apexnc.org, o presentarla a la secretaría municipal adjunta, Tesa Silver (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.

En caso de que la reunión del Consejo Municipal se lleve a cabo remotamente o que por lo menos uno de los miembros asista virtualmente, se permite presentar comentarios por escrito hasta 24 horas antes de la hora programada de la reunión según los estatutos de Carolina del Norte NCGS §166A-19.24 siguiendo los métodos especificados anteriormente. Las reuniones virtuales se pueden seguir en la transmisión en directo por YouTube a través del siguiente enlace: https://www.youtube.com/c/townofapexgov.

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 y Desarrollo Comunitario al 919-249-3426. Puede ver la solicitud y otros documentos relacionados aquí: https://www.apexnc.org/DocumentCenter/View/35529.

Dianne F. Khin, AICP
Directora de Planificación y Desarrollo Comunitario

Fechas de publicación: 3 de septiembre - 28 de septiem

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 #21CZ12 Legacy PUD
Project Location:	3601 and 3609 US 64 Hwy W, 0 Olive Chapel Rd
Applicant or Authorized Agent:	Ryan Linker
Firm:	GCI Acquisitions, LLC

This is to certify that I, as Director of Planning and Community Development, mailed or caused to have mailed by first class postage for the above mentioned project on September 3, 2021, 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 within 300' of the land subject to notification. I further certify that I relied on information provided to me by the above-mentioned person as to accuracy and mailing addresses of property owners within 300' of the land subject to notification.

9/7/2021
Date

Director of Planning and Community Development

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Paralee J. Smith, a Notary Public for the above State and County, this the 7 day of September, 2021.

PARALEE J. SMITH NOTARY PUBLIC JOHNSTON COUNTY, NC SEAL

Notary Public

My Commission Expires: 9/12/2023

WAKE COUNTY PUBLIC SCHOOL SYSTEM

Glenn Carrozza
5625 Dillard Drive
Cary, NC, 27518
studentassignment@wcpss.net

tel: (919) 431-7333
fax: (919) 694-7753

July 13, 2021

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: May 3, 2021
- Name of development: 21CZ12 Legacy PUD
- Address of rezoning/development: 3601 US 64 Hwy W, 3609 US 64 Hwy W, 0 Olive Chapel Road
- Total number of proposed residential units: 475
- Type(s) of residential units proposed: Single-family detached (75) and multi-family (400)

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,
Glenn Carrozza
Glenn Carrozza

STATEMENT OF TOWN COUNCIL AND ORDINANCE AMENDING THE OFFICIAL ZONING DISTRICT MAP OF THE TOWN OF APEX TO CHANGE THE ZONING OF APPROXIMATELY 60.97 ACRES LOCATED AT 3601 AND 3609 US 64 HWY W AND 0 OLIVE CHAPEL ROAD FROM RURAL RESIDENTIAL (RR) AND WAKE CO. R-80W TO PLANNED UNIT DEVELOPMENT-CONDITIONAL ZONING (PUD-CZ)

#21CZ12

WHEREAS, Ryan Linker, GCI Acquisitions, LLC, owner/applicant (the "Applicant"), submitted a completed application for a conditional zoning on the 3rd day of May 2021 (the "Application"). The proposed conditional zoning is designated #21CZ12;

WHEREAS, the Director of Planning and Community Development for the Town of Apex, Dianne Khin, caused proper notice to be given (by publication and posting) of a public hearing on #21CZ12 before the Planning Board on the 13th day of September 2021;

WHEREAS, the Apex Planning Board held a public hearing on the 13th day of September 2021, gathered facts, received public comments and formulated a recommendation regarding the application for conditional zoning #21CZ12. A motion was made by the Apex Planning Board to recommend approval of the zoning conditions as recommended by staff; the motion passed unanimously for the application for #21CZ12;

WHEREAS, pursuant to N.C.G.S. §160D-601 and Sec. 2.2.11.E of the Unified Development Ordinance, the Director of Planning and Community Development caused proper notice to be given (by publication and posting), of a public hearing on #21CZ12 before the Apex Town Council on the 28th day of September 2021;

WHEREAS, the Apex Town Council held a public hearing on the 28th day of September 2021. Shelly Mayo, Planner II, presented the Planning Board's recommendation at the public hearing;

WHEREAS, all persons who desired to present information relevant to the application for #21CZ12 and who were residents of Apex or its extraterritorial jurisdiction, or who owned property adjoining the property for which the conditional zoning is sought, were allowed to present evidence at the public hearing before the Apex Town Council. No one who wanted to speak was turned away;

WHEREAS, the Apex Town Council finds that the approval of the rezoning is consistent with the 2045 Land Use Plan and other adopted plans in that: The 2045 Land Use Map designates the site as Low Density Residential and as Mixed Use: High Density Residential/Office Employment/Commercial Services. The proposed rezoning includes nonresidential uses and residential uses at densities supported by the 2045 Land Use Map. The Apex Town Council has further considered that the proposed rezoning to Planned Unit Development – Conditional Zoning (PUD-CZ) will maintain the character and appearance of the area and provide the flexibility to accommodate the growth in population, economy, and infrastructure consistent with that contemplated by the 2045 Land Use Map;

WHEREAS, the Apex Town Council finds that the approval of the rezoning is reasonable and in the public interest in that: The rezoning will permit a variety of energy efficient housing types, increase non-residential development opportunities, and contribute to the affordable housing fund.; and

WHEREAS, the Apex Town Council by a vote of ___ and ___ approved Application #21CZ12 rezoning the subject tracts located at 3601 and 3609 US 64 Hwy W and 0 Olive Chapel Rd. from Rural Residential (RR) and Wake Co. 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."

STATEMENT OF TOWN COUNCIL AND ORDINANCE AMENDING THE OFFICIAL ZONING DISTRICT MAP #21CZ12

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 Rural Residential (RR) and Wake County R-80W to Planned Unit Development-Conditional Zoning (PUD-CZ) District, subject to the conditions stated herein.

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

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

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

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

Motion by Council Member_____

Seconded by Council Member_____

With ____ Council Member(s) voting "aye."

With ____ Council Member(s) voting "no."

This the _____ day of _____ 2021.

TOWN OF APEX

_____
Mayor

ATTEST:

_____
Town Clerk

APPROVED AS TO FORM:

_____
Town Attorney

AFFIDAVIT OF OWNERSHIP: EXHIBIT A – LEGAL DESCRIPTION

Application #: 2021.002 Submittal Date: 5-3-21

Insert legal description below.

Attachment A:

AS SURVEYED
LEGAL DESCRIPTION

TRACT 1 LEGAL DESCRIPTION (PIN NO. 0712949922) JOEL BOND AND CHRISTIANE BOND

BEGINNING AT A NEW IRON PIPE LOCATED ON THE SOUTHERN RIGHT OF WAY OF US HWY 64 AND HAVING NORTH CAROLINA GRID COORDINATES (NAD83, 2011), N: 725,205.14', E: 2,019,726.21'; SAID IRON PIPE ALSO BEING THE NORTHWEST CORNER OF THAT PARCEL OF LAND OWNED BY DEANNAS DOWRY, LLC, DEED BOOK 13139, PAGE 920 AND BOOK OF MAPS 2004, PAGE 1409, WAKE COUNTY REGISTRY. THENCE LEAVING SAID RIGHT OF WAY, SOUTH 43°21'40" EAST, 185.73' TO AN EXISTING IRON PIPE, SAID PIPE BEING THE TRUE POINT AND PLACE OF BEGINNING, THENCE NORTH 82°57'52" EAST, 200.03' TO AN EXISTING IRON PIPE, THENCE SOUTH 00°42'10" WEST, 199.45' TO AN EXISTING IRON PIPE, THENCE SOUTH 82°49'09" WEST, 199.93' TO AN EXISTING IRON PIPE, THENCE NORTH 00°39'15" EAST, 199.94' TO AN EXISTING IRON PIPE, THE TRUE POINT AND PLACE OF BEGINNING AND CONTAINING AN AREA OF 0.908 ACRES (39,567 SF), MORE OR LESS.

TRACT 2 LEGAL DESCRIPTION (PIN NO. 0722040381) DEANNAS DOWRY, LLC

BEGINNING AT A NEW IRON PIPE LOCATED ON THE SOUTHERN RIGHT OF WAY OF US HWY 64 AND HAVING NORTH CAROLINA GRID COORDINATES (NAD83, 2011), N: 725,205.14', E: 2,019,726.21'; SAID IRON PIPE ALSO BEING THE NORTHWEST CORNER OF THAT PARCEL OF LAND OWNED BY DEANNAS DOWRY, LLC, DEED BOOK 13139, PAGE 920 AND BOOK OF MAPS 2004, PAGE 1409, WAKE COUNTY REGISTRY. THENCE NORTH 82°58'49" EAST, 828.63' TO A NEW IRON PIPE, THENCE SOUTH 01°36'41" WEST, 79.80' TO AN EXISTING IRON PIPE, THENCE SOUTH 01°36'41" WEST, 893.94' TO AN EXISTING IRON PIPE, THENCE SOUTH 01°57'07" WEST, 417.11' TO AN EXISTING IRON PIPE, THENCE SOUTH 01°41'50" WEST, 1,184.25' TO AN EXISTING IRON PIPE, THENCE NORTH 88°22'09" WEST, 96.90' TO AN EXISTING IRON PIPE, THENCE NORTH 88°06'17" WEST, 329.76' TO AN EXISTING IRON PIPE, THENCE NORTH 88°07'13" WEST, 346.86' TO AN EXISTING IRON PIPE, THENCE NORTH 00°38'28" EAST, 1,431.61' TO AN EXISTING IRON PIPE, THENCE NORTH 00°35'23" EAST, 74.24' TO AN EXISTING IRON PIPE, THENCE NORTH 00°39'29" EAST, 186.13' TO AN EXISTING IRON PIPE, THENCE NORTH 00°38'23" EAST, 755.82' TO A NEW IRON PIPE, BEING THE POINT AND PLACE OF BEGINNING AND CONTAINING AN AREA OF 45.963 ACRES (2,002,141 SF), MORE OR LESS.

TRACT 3 LEGAL DESCRIPTION (PIN NO. 0722037373) JOHN WILLIAM LONG AND FAYE C. LONG

BEGINNING AT AN EXISTING IRON PIPE LOCATED ON THE WESTERN RIGHT OF WAY OF THE AMERICAN TOBACCO TRAIL AND HAVING NORTH CAROLINA GRID COORDINATES (NAD83, 2011), N: 722,806.09', E: 2,021,093.03'; SAID IRON PIPE ALSO BEING THE NORTHEAST CORNER OF THAT PARCEL OF LAND OWNED BY MARTHA S. CLEMENT, DEED BOOK 2819, PAGE 423 AND BOOK OF MAPS 1980, PAGE 239, WAKE COUNTY REGISTRY. THENCE SOUTH 83°14'18" WEST, 625.41' TO AN EXISTING IRON PIPE, THENCE NORTH 01°41'50" EAST, 1,184.25' TO AN EXISTING IRON PIPE, THENCE SOUTH 88°56'40" EAST, 508.89' TO AN EXISTING IRON PIPE, THENCE SOUTH 04°52'38" EAST, 747.81' TO A POINT, THENCE SOUTH 04°32'44" EAST, 99.12' TO A POINT, THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 2,814.96', AN ARC LENGTH OF 256.96', AND A CHORD BEARING AND DISTANCE OF SOUTH 01°16'55" EAST, 256.87' TO AN EXISTING IRON PIPE, BEING THE POINT AND PLACE OF BEGINNING AND CONTAINING AN AREA OF 15.000 ACRES (653,417 SF), MORE OR LESS.

Attachment B:

GCI PLANNED UNIT DEVELOPMENT

LEGACY

A PLANNED UNIT DEVELOPMENT

APEX, NORTH CAROLINA

DATE: AUGUST 30, 2021

Applicant:
GCI Acquisitions, LLC
25101 Chagrin Blvd. Suite #300
Beachwood, Ohio 44122

Consultants:

Glenda S. Toppe & Associates
WithersRavenel
Kimley-Horn

Legacy PUD

Section 1: Table of Contents

Section 1: Table of Contents
Section 2: Vicinity Map
Section 3: Project Data
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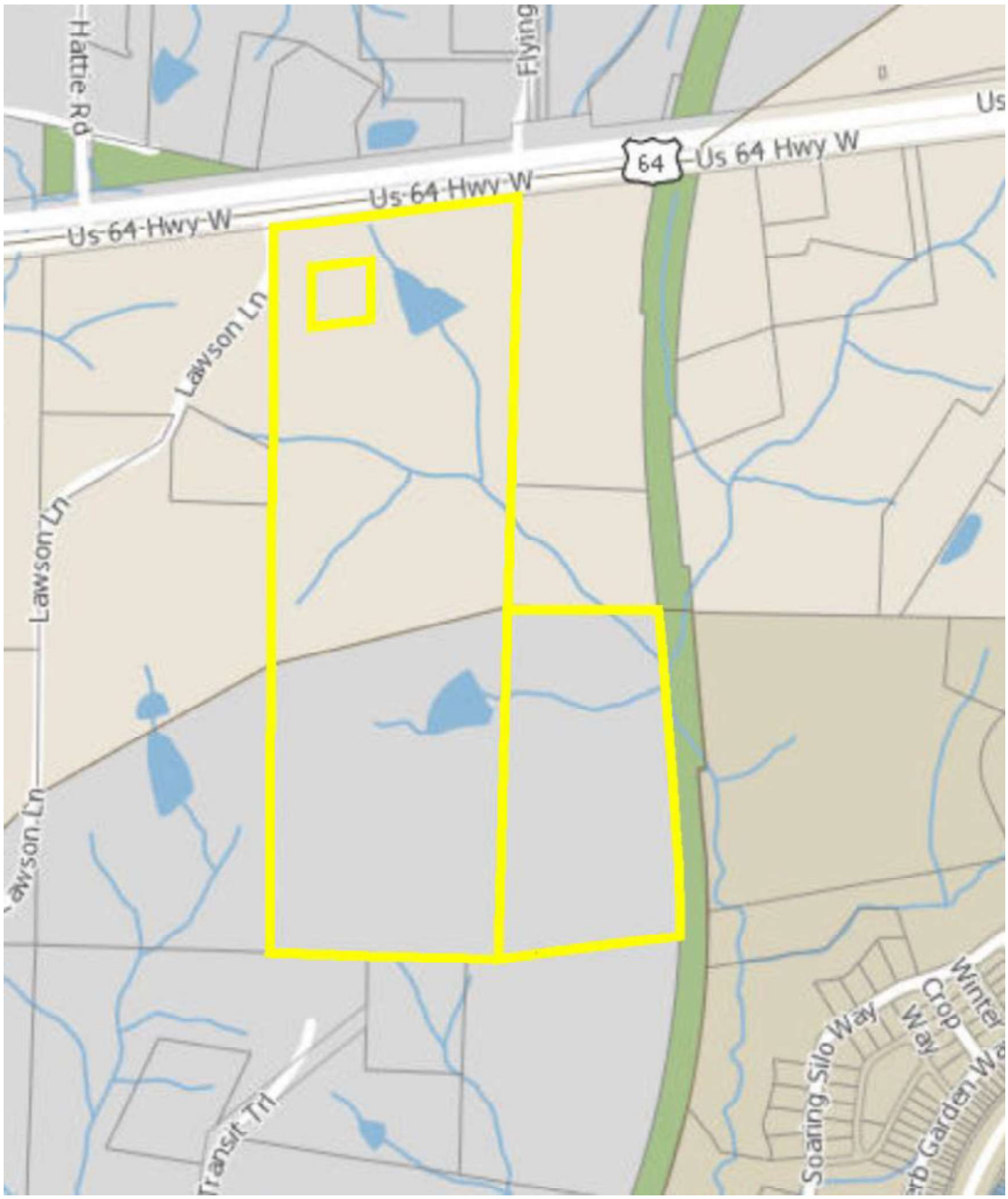
Section 13: Stormwater Management
Section 14: Parks and Recreation
Section 15: Transportation Improvements
Section 16: EAB
Section !7: Affordable Housing
Section 18: Consistency with 2045 Land Use Plan Map
Section 19: Compliance with Unified Development Ordinance (UDO)
Section 20: Elevations

Legacy PUD

Section 2: Vicinity Map



Legacy PUD

Section 3: Project Data

Prepared By:

Planner
Glenda Toppe, AICP
Glenda S. Toppe & Associates
4139 Gardenlake Drive
Raleigh, North Carolina 27612
919-605-7390
glenda@gstplanning.com

Engineer
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WithersRavenel
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Cary, North Carolina 27511
919-238-0338
etang@withersravenel.com

Traffic Engineer
Travis Fluitt, P.E.
Kimley-Horn
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Raleigh, North Carolina 27601
919-653-2948
travis.fluitt@kimley-horn.com

Applicant
GCI Acquisitions, LLC
25101 Chagrin Blvd. Suite #300
Beachwood, Ohio 44122

Designated Contact
Glenda Toppe

Current Zoning:	Rural Residential (RR) Residential-80 Watershed (R-80W Wake County)
Proposed Rezoning:	Planned Unit Development - Conditional Zoning (PUD-CZ)
Existing 2045 LUM Designation:	Mixed Use: Commercial Services, Office & Institutional, and High-Density Residential Low Density Residential
Proposed 2045 LUM Designation:	Mixed Use: Commercial Services, Office & Institutional, and High-Density Residential Low Density Residential
Overall Project Area:	+/- 61 Acres
Area within Mixed Use Village Center	29.29 +/- acres (We are providing 5.66 acres/29.29 acres =19.3% if you don't add Tee2Green.)
Area Designated as Low Density Residential	31.68 +/- acres

Legacy PUD

Section 4: Purpose Statement

Purpose Statement explains how this project meets the standards found for Planned Unit Developments (PUD) in Sec. 2.3.4 of the UDO.

Legacy is a proposed mixed use development consisting of nonresidential, multi-family and low density residential development. The property is located south of US 64 HWY W. The American Tobacco Trail is to the east as is the Smith Farm subdivision. Deer Creek PUD is approximately one mile to the west. The PUD consists of the three (3) parcels. The current zoning is Rural Residential in Apex and Residential-80W in Wake County. The total acreage is approximately 61 acres. The proposed 2045 Land Use Map designation is Mixed Use to the north, which includes Commercial Services, Office Employment, and High Density Residential. The south portion of the site is designated as Low Density Residential. The proposed zoning classification is PUD CZ.

The purpose of the proposed PUD is to provide a high-quality development that is compatible with the character of the surrounding area and complies with the 2045 Land Use Map. The proposed development includes streetscapes and buffers. The planned detached single-family homes provide the appropriate transition from the higher density residential uses to the north to the lower densities to the south. The design protects the environmentally sensitive areas on the property and establishes Resource and Conservation areas in accordance with the Town's requirements. The proposed PUD will meet or exceed all other requirements of the Apex Transportation Plan and the Town of Apex.

The proposed new development is intended to provide an area for nonresidential development that will be combined with the nonresidential development planned for the property on our eastern property boundary. This area will satisfy the requirements for the commercial and office development portion of the Land Use Map. The proposed plan then transitions to high density residential. After the high density residential, the proposed use is low density residential as per the 2045 Land Use Plan Map. Potential uses include detached residential, townhouses, and school.

An amendment to the Town's Transportation Plan is proposed to add a major collector street to the Plan.

The type of development planned is appropriate at this location. The proposed development is intended to provide a community that is configured on the property in a way that integrates the new development into the existing area. Sidewalks, integrated into the community will provide for pedestrian connectivity along the proposed street network, ensuring that the development plan provides for a safe and attractive pedestrian network. The community will have both nonresidential and residential development. By incorporating of a mixture of multi-family unit sizes and the potential for single family for sale, the PUD will offer a variety of housing options for people who want to live in this community. The PUD takes into account the environmental features of the property. The proposed PUD will maintain the architectural integrity consistent with Town of Apex standards and will complement the vision Apex has memorialized in their "Advance Apex" long range plan. The planned community will enhance adjoining property values by offering a high-quality development that will complement and anchor future development in the surrounding area.

Section 5: Permitted Uses

The table below lists the uses that are allowed in the proposed PUD. The list of uses will provide the opportunity for the proposed development to have flexibility in the ultimate build out of the project. Uses are subject to the limitations and regulations stated in the UDO.

Non-Residential uses listed in MF-1 are only permitted on the first floor of vertical mixed use buildings. Apartments and Condominiums are permitted on the upper floors of vertical mixed use buildings in either the MF-1 or C-1 areas.

Legacy PUD

Uses	SF-1	MF-1	C-1
Residential Uses			
Accessory apartment	P	P	
Single-Family	P		
Townhouse	P*	P	
Duplex	P*	P	
Multi-family or apartment**		P	P
Triplex or quadplex	P*	P	
Public & Civic Uses			
Ambulatory Health-care Facility with Emergency Dept.			P
Assembly Hall, nonprofit	P		P
Assembly Hall, for profit	P		P
Church, or place of worship	P/S		P/S
Day Care Facility	P		P
Drop-in or short-term day care	P		P
Government service			P
Hospital			P
School, public or private	P		P
Veterinary clinic or hospital			P
Vocational school			P
Utilities			
Communication tower, commercial	S	S	S
Communication tower, constructed stealth	S	S	S
Communication tower, camouflage stealth	S	S	S
Communication tower, public safety	S	S	S
Utility, Minor	P	P	P
Wireless support structure	P	P	P

Wireless communication facility	P	P	P
Recreational Uses			
Botanical garden		P	P
Entertainment, indoor			P
Greenway	P	P	P
Park, active	P	P	P
Park, passive	P	P	P
Recreation facility, private	P	P	
Food & Beverage Service			
Restaurant, drive through			P
Restaurant, general		P	P
Office & Research			
Medical or dental office or clinic		P	P
Medical or dental laboratory		P	P
Office, business or professional		P	P
Public Accommodations			
Bed & breakfast			P
Hotel or motel			P
Retail Sales & Service			
Artisan studio			P
Barber and beauty shop			P
Bookstore			P
Convenience store w/gas sales			P
Dry cleaners and laundry service			P
Farmer's market			P
Financial institution			P
Floral shop			P
Gas & fuel, retail			P
Grocery, general/specialty			P
Health/fitness center or spa			P

Kennel			P
Personal service			P
Pharmacy			P
Real estate sales			P
Retail sales, general			P
Studio for art			P
Tailor shop			P
Pet services			P

P = Permitted Uses

S = Special Use Permit

* = may only take up a portion of the SF area. Per the 2045 LUM, they may only be constructed in conjunction with SF homes.

** = Vertical mixed use may be an option for Multifamily or condominiums.

Section 6: Design Controls

When each phase of the development is platted, the following note shall be added to the plat:

> AVIGATION NOTICE: Deck Air Park, an active, general aviation airport open to the public, is located near this subdivisión, and the flight paths of aircraft landing, taking off, and flying nearby pass directly over this subdivisión. The lots show non this plat Will be subject to the impacts of the aviation uses being conducted to, from, at, and nearby Deck Air Park for so long as that airport may continue to be used.

RESIDENTIAL

Single Family Area: Single-family, Townhomes, Duplexes, Triplexes, and Quadplexes:

Acreage: Approximately 31.68 acres

Maximum Number of Units: 75

Maximum Density: 2.4 units/acre

Single Family:

Minimum Lot Width: 50 feet

Maximum Building Height: 45 feet

Public/Civic Uses: 65 feet

Communications Towers/Wireless facilities: 200 feet.

Building Setbacks:

Front: 10 feet to front façade; 20 feet from sidewalk to garage door.

Side: 5 feet

Rear: 15 feet

Corner: 10 feet

Porch, patio, deck and other accessary structures may encroach into the prescribed setbacks as allowed by the existing Town of Apex UDO.

Townhomes, Duplexes, Triplexes and Quadplexes:

Minimum Lot Width: 20 feet

Maximum Building Height: 45 feet

Building Setbacks:

Front: 10 feet to front façade

20 feet from sidewalk to garage door

Side: Aggregate 8 feet between buildings

Rear: 15 feet

Corner End Unit: 10 feet

Multi-Family: Apartments and/or Condominiums

Acreage: Approximately 23.63 acres

Maximum Number of Units: 400

Maximum Height: 55 feet

Building setback: 10 feet from property line, public right-of-way, or riparian and perimeter buffers

NON-RESIDENTIAL

Area: Approximately 5.66 acres

Square Footage: The maximum commercial is 27,500 square feet

Maximum Height:

Hotels: 75 feet

Public/Civic Uses: 65 feet

Communications Towers/Wireless facilities: 200 feet.

All Other Uses: 50 feet

Building setbacks: 10 feet from property lines, perimeter buffers or riparian buffers

BUFFERS/STREETSCAPES/LANDSCAPING

Perimeter Buffers:

Southern buffer: 20-foot Type B buffer

Eastern buffer: 50-foot Type A buffer adjacent to ATT

Western buffer: 20-foot Type B buffer

Streetscapes:

US HWY 64 W: 50-foot Type A buffer (measured from the ultimate right-of-way)*

The development will meet the UDO Sec. 8.2.6.B.5.f.ii requirements to reduce from a 100-

foot Type A buffer.

Major Collector Street: 30 feet Type D (Along the MF-1 frontage)

10 feet Type A (Along the SF-1 frontage)

Section 7: Architectural Standards

Architectural standards are important to the Town of Apex. The Town and its citizens expect quality development. This PUD provides standards for both residential and nonresidential development.

Single-Family:

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 design.
3. Garage doors shall have windows, decorative details or carriage-style adornments on them.
4. The garage shall not protrude more than 1' out from the front façade or front porch.
5. Eaves shall project at least 12 inches from the wall of the structure.
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:
   a) Windows
   b) Bay window
   c) Recessed window
   d) Decorative window
   e) Trim around the windows
   f) Wrap around porch or side porch
   g) Two or more building materials
   h) Decorative brick/stone
   i) Decorative trim
   j) Decorative shake
   k) Decorative air vents on gable
   l) Decorative gable
   m) Decorative cornice
   n) Column
   o) Portico
   p) Balcony
   q) Dormer
7. A varied color palette shall be utilized on homes throughout the subdivision to include a minimum of three color families for siding and shall include varied trim, shutter, and accent colors complementing the siding color.
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. No more than 25% of lots may be accessed with J-driveways. There shall be no more than 3 such homes in a row on any single block. Any lots eligible for a J-driveway home shall be identified on the Final Plat.
12. All single-family homes shall be pre-configured with conduit for a solar energy system.

13. Homeowner Association covenants shall not restrict the construction of accessory dwelling units.

Townhomes, Duplexes, Triplexes, Quadplexes:

1. Vinyl siding is not permitted; however, vinyl windows, decorative elements and trim are permitted.
2. The roofline cannot be a single mass; it must be broken up horizontally and vertically between every unit.
3. Garage doors must have windows, decorative details or carriage-style adornments on them.
4. House entrances for units with front-facing single-car garages shall have a prominent covered porch/stoop area leading to the front door.
5. The garage cannot protrude more than 1 foot out from the front façade or front porch.
6. Building facades shall have horizontal relief achieved by the use of recesses and projections.
7. A varied color palette shall be utilized on homes throughout the subdivision to include a minimum of three color families for siding and shall include varied trim, shutter, and accent colors complementing the siding color.
8. The rear and side elevations of the units that can be seen from the right-of-way shall have trim around the windows.
9. The visible side of a townhome on a corner lot facing the public street shall contain at least 3 decorative elements such as, but not limited to, the following elements:
    a. Windows
    b. Bay window
    c. Recessed window
    d. Decorative window
    e. Trim around the windows
    f. Wrap around porch or side porch
    g. Two or more building materials
    h. Decorative brick/stone
    i. Decorative trim
    j. Decorative shake
    k. Decorative air vents on gable
    l. Decorative gable
    m. Decorative cornice
    n. Column
    o. Portico
    p. Balcony
    q. Dormer

Multi-Family: Apartments

1. Vinyl siding is not permitted; however, vinyl windows, decorative elements and trim are permitted.
2. Siding materials shall be varied in type and/or color on 30% of each facade on each building.
3. Windows must vary in size and/or type.
4. Windows that are not recessed must be trimmed.
5. Recesses and projections shall be provided for at least 50% of each facade on each building.
6. Rooflines cannot be a single mass; they must be varied with the use of gables or parapets.

Non-Residential:

1. The predominant exterior building materials shall be high quality materials, including brick, glass, native stone, precast concrete, and decorative masonry units.
2. Cut off lighting fixtures and side shields on the sides where the property is adjacent to residential zoning shall only be allowed.
3. EIFS cornices and parapet trim are permitted.
4. EIFS or synthetic stucco shall not be used in the first four feet above grade and shall be limited to only 25% of each building facade.
5. Prohibited materials include:
    a. Vinyl siding. Vinyl details and trim are permitted.
    b. Painted, smooth faced concrete block
    c. Metal Walls. Decorative metal accents and panels may be accepted.
6. Exterior lighting shall not exceed a color temperature of 3,500K and meet UDO requirements for full cut off lights.
7. A solar PV system shall be incorporated into buildings to be constructed on the property. Such PV systems shall have a capacity of not less than 2 KW/1,000 heated square feet of building floor area.

Section 8: Parking, Loading and Sidewalk

Parking and loading shall comply with all applicable requirements of the UDO.

Sidewalks shall be provided on both sides of all public streets. The streets within apartments shall be privately owned and maintained.

Section 9: RCA and Landscaping

RCA Requirements:

Gross square footage and percent of RCA required: 18.4 acres or approximately 30% of the overall site

- (Mixed Use area = 25%)
- (Low Density residential area = 35% (assumed mass graded, if not mass graded then this area is 30%)

	Approx. Area	Ratio	RCA Area
Low Density Residential	31.68	35%	11.08
Mixed Use Area	29.29	25%	7.32
Overall Gross	60.97	30%	18.41*

**Note that the total RCA area can be provided in any combination anywhere within the PUD as long as the total area is met.*

Landscaping:

- The project shall increase biodiversity within perimeter buffers, common owned open space, and other landscape areas by providing a variety of and adaptive species for the canopy, understory

and shrub levels.

- A minimum of 75% of the species selected shall be native or a native of North Carolina.
- No invasive species shall be permitted.
- No single species of tree or shrub shall constitute more than 20% of the plant material of its type within a single development site.
- The project will plant deciduous shade trees on the southern side of buildings where applicable.
- The project will plant pollinator friendly flora that is diverse and provides blooming in succession from spring to fall.
- The project will provide and allow for undisturbed spaces (e.g. leaf piles, un-mowed fields, fallen trees) for nesting and overwintering for native pollinators and wildlife.
- Planting warm season grasses for drought resistance.
- To further illustrate the project's commitment to preserving and replacing tree canopy, at the time of first subdivision or site plan submittal the developer will provide a donation to a local non-profit organization with a mission towards tree preservation in the amount of $10,000.

Section 10: Signage

Signage will comply with all applicable requirements of the UDO.

Section 11: Public Facilities

Water and Sanitary Sewer:

All lots within the project will be served by the Town of Apex Public Water and Sewer system. Refer to sheet 3.0 of the PUD plan for conceptual connections to infrastructure within the surrounding vicinity. This project will meet the Town of Apex Master Plans for Water and Sewer.

Roadways:

Internal streets shall be designed to Town of Apex public road standards. The proposed development roadway system will be in accordance with the Apex Thoroughfare and Collector Street plan. Refer to sheet 2.0 of the PUD plan for proposed access points and planned/future connectivity. Access points are shown conceptual and will be finalized at site/subdivision plan stage. Internal streets to the multifamily area will be private streets and maintained by the apartment complex.

Section 12: Natural Resources and Environmental Data

Existing Vegetation:

The site is primarily wooded with pines and hardwoods typically found in this area. There are several small ponds on site. They will be evaluated for preservation at site or subdivision plan submission.

The existing streams on site will be assessed at site or subdivision plan submission. Any intermittent or perennial streams will have the riparian buffers and be protected in accordance with the UDO and NCDWR regulations. Existing vegetation within the buffers will remain undisturbed. To the extent practicable, the project will minimize the number of stream crossings that will provide interconnectivity of the site for emergency services and good circulation practices. The NCDWR and US Army Corps will have final permit authority on the number of crossings.

Watershed:

The site is located within Primary Watershed Protection Overlay of the Beaver Creek Basin via Reedy

Branch.

Percentage of Built Upon Area (Impervious Surface)

The maximum built-upon area shall be 70% per section 5.1 of the UDO.

Energy Efficiency:

- Per the UDO requirements, the project will include EV charging stations that are spread out on the site where feasible. The charging stations will be at least a level 2, or 40 amps.
- The exterior lighting for all multi-family and commercial buildings and parking lots will be 100% LED fixtures.
- Exterior lighting will meet UDO requirements to provide only full cut off lights.
- The project will install light timers or sensors or smart lighting technology for the multifamily units in the parking lot/outdoor lighting in the parking lot.
- All bedrooms and living rooms in multifamily units will have a window for natural lighting.

Other:

- The proposed development shall install one (1) sign to reduce pet waste per SCM, in locations that are publicly accessible, such as adjacent to amenity centers, sidewalks, greenways or side paths.
- Install a minimum of five (5) pet waste stations throughout the community.

Section 13: Stormwater Management

The proposed development plan will require stormwater management measures in accordance with Sections 6.1and 7.5.7 in the Town of Apex Unified Development Ordinance. Stormwater captured on the site will be conveyed to the proposed Stormwater Control Measures, which will be identified on plans during the major subdivision or site plan approval stage. Post development peak runoff shall not exceed pre-development peak runoff for the 24-hour, 1-year and10-year storm events in accordance with the Unified Development Ordinance. Treatment for the first 1-inch of runoff will be provided such that the removal of 85%Total Suspended Solids is achieved. All stormwater devices will meet the design requirements of NCDENR and the Town of Apex.

Section 14: Parks and Recreation

On May 26, 2021, The PRCR Committee recommended a fee-in-lieu of dedication with credit provided for construction of greenway trail that will provide an east-west connection in a similar location on the Greenway Master plan.

Section 15: Transportation Improvements

The following improvements are committed to be performed by the development:

1. Convert the intersection of US 64 at Flying Hawk Road to a directional crossover in both directions in Phase 1, prior to first certificate of occupancy (CO), serving a new major collector street intersection to the south. In addition, prior to the final CO being issued for the last apartment building but not before issuance of the building permit for the last apartment building, developer shall conduct a signal warrant analysis for the collector street half of the intersection and

install a traffic signal if permitted by NCDOT. If not permitted at that time, developer shall pay a fee in lieu for the estimated cost of design and installation.

2. Construct a new major collector street along the eastern property line to connect to US 64 at the intersection of Flying Hawk Road/directional crossover. The proposed major collector will be constructed as part of the development plan from US 64 southward through the project serving local connections to the east, west, and south. Construction of the major collector street may be phased in accordance with a phasing plan to be approved as part of site and subdivision plans.
3. Construct an eastbound right turn lane with 100 feet of storage and appropriate deceleration length and taper per NCDOT guidance on US 64 at the new major collector street in Phase 2, prior to first certificate of occupancy for the mixed-use area and/or prior to the first residential subdivision plat.
4. Construct a right-in-only driveway with 100 feet of storage and appropriate deceleration length and taper per NCDOT guidance on US 64 approximately 700-800 feet west of the major collector street, if/when that access is proposed west of the major collector street.
5. Construct a U-turn bulb at Pinefield Road in Phase 1 that can at a minimum accommodate a Bus-40 vehicle if the current geometry does not accommodate that movement.
6. Construct a U-turn bulb at Goodwin Road in Phase 1 that can at a minimum accommodate a Bus-40 vehicle if the current geometry does not accommodate the turn movement in Phase 1. In addition, prior to the final CO being issued for the last apartment building but not before issuance of the building permit for the last apartment building, developer shall conduct a signal warrant analysis for the intersection and install a traffic signal if permitted by NCDOT. If not permitted at that time, developer shall pay a fee in lieu for the estimated cost of design and installation.
7. If NCDOT has not permitted either traffic signal described above to be installed within 5 years from the date of payment of the fee in lieu, developer, upon written request to the Town of Apex, shall be entitled to a refund of the fee in lieu.

Section 16: Environmental Advisory Board Recommendations

The consultants and developer for this project met with the EAB on April 15, 2021. The EAB's recommendations are listed below.

- Install signage near environmental sensitive areas in order to:
  - Reduce pet waste near SCM drainage areas.
  - Eliminate fertilizer near SCM drainage areas.
- Plant trees as designed for efficiency.
  - *Option 1:* Plant deciduous shade trees on southern side of buildings.
- Increase biodiversity.
  - *Option 1:* Plant pollinator-friendly flora.
- Implement green infrastructure.

- *Option 4:* 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.
- *Option 5:* Provide and allow for undisturbed spaces (e.g. leaf piles, un-mowed fields, fallen trees) for nesting and overwintering for native pollinators and wildlife.

- Include landscaping that requires less irrigation and chemical use.
  - *Option 1:* Plant warm season grasses for drought-resistance.
- Install pet waste stations in neighborhoods.
- Install convenient electric vehicle charging stations.
  - Spread out charging stations as much as possible considering all sides of the property for all potential users.
- Include energy efficient lighting in building design.
  - *Option 1:* Lower maximum foot-candles outside of buildings.
- Install timers or light sensors or smart lighting technology.
- Incorporate natural lighting techniques into building design.
- Add east to west connections to existing surrounding greenways, including from the American Tobacco Trail.
- Include International Dark Sky Association compliance standards.
  - 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.
- Minimize the number of stream crossings, keeping the riparian buffer connected without barriers, as much as possible.
- Provide space for additional tree plantings by single-family residential in planning for above and underground obstructions.

Section 17: Affordable Housing

The developer shall provide a donation to the Town of Apex's Affordable Housing Fund (the "FUND") in the amount of $215.00 per residential lot or dwelling unit, payable at the time of Final Plat. Instead of a single lump sum donation, the developer may make payments based on the number of residential lots or dwelling units shown on each Final Plat.

Section 18: Consistency with 2045 Land Use Plan Map

The Apex 2045 Future Land Use Map designates the property as Mixed Use to the north, which includes Commercial Services, Office Employment and, high density residential. The southern portion of the site is designated as Low Density Residential. The uses proposed comply with the 2045 Future Land Use Map designations of Mixed Use: Commercial Services, Office Employment and High Density Residential and Low Density Residential with a maximum density of 3 dwelling units per acre. No changes to the 2045 Land Use Map are proposed.

The purpose of the proposed PUD is to provide a high-quality development that is compatible with the character of the surrounding area and complies with the 2045 Land Use Map. The planned detached single-family homes provide the appropriate transition from the higher density residential uses to the

north to the lower densities to the south. The design protects the environmentally sensitive areas on the property and establishes Resource and Conservation areas in accordance with the Town's requirements. The proposed PUD will meet or exceed all other requirements of the Apex Transportation Plan and the Town of Apex.

The mixed use development planned is appropriate at this location. The proposed development is intended to create an integrated, multi-purpose community that is designed to incorporate aspects of new and existing development in the vicinity. The Applicant expects that the planned community will enhance adjoining property values by offering a high quality development that will complement the surrounding area.

Section 19: Compliance with Unified Development (UDO)

The proposed development is consistent with all applicable requirements of the Town's Unified Development Ordinance unless otherwise specified in the PUD document.

Simultaneous with the PUD request there is also a concurrent amendment request to the Town's Transportation Plan to add the north-south major collector road.

Section 20: Elevations

Elevations provided are representative of architecture, material and building types. Final elevations submitted at Major Subdivision Plan will meet the requirements of the Architectural Controls in Section 7 of the PUD Plan.

PLANNED UNIT DEVELOPMENT

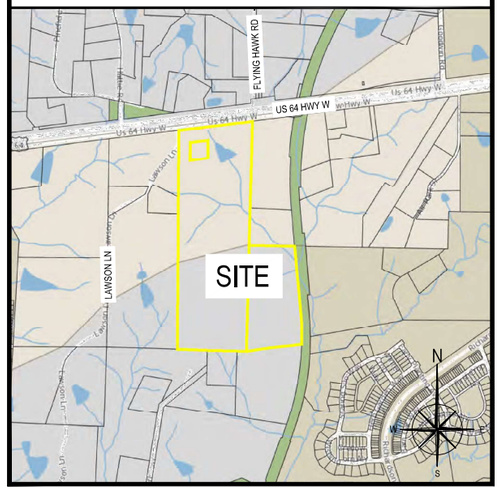
LEGACY

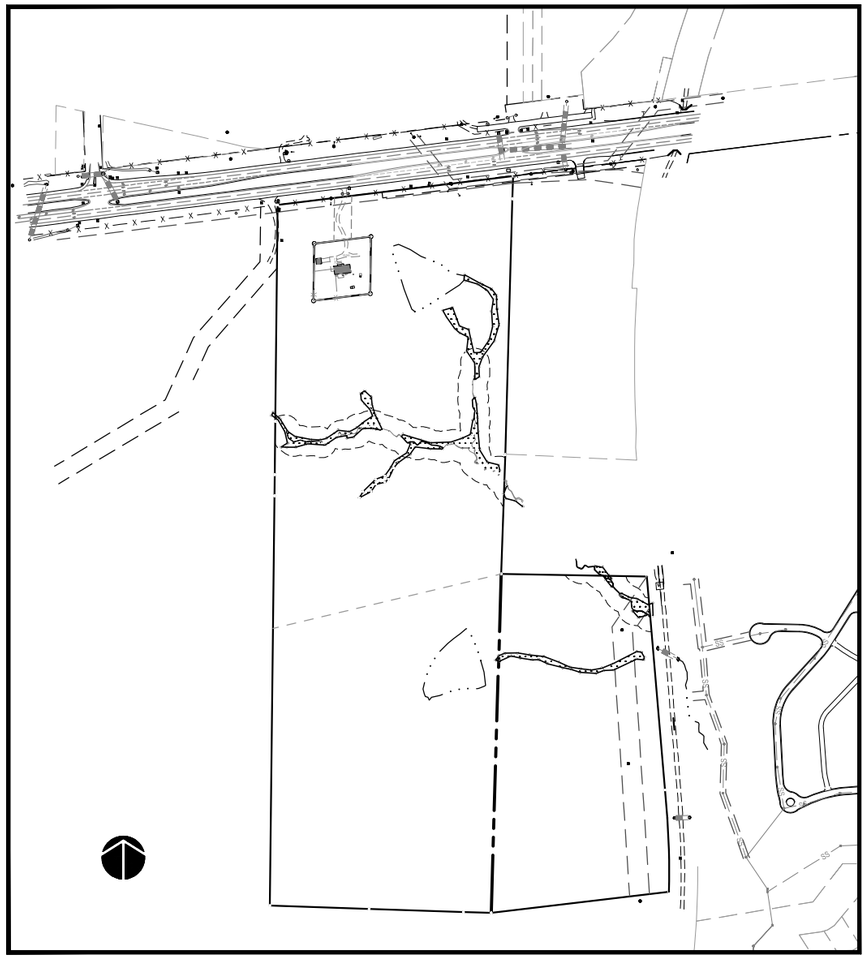
APEX, NORTH CAROLINA

AUGUST 13, 2021

PUD PLAN
FOR: LEGACY APEX
WR PROJECT NO.:0220685

VICINITY MAP
1"=800'





Sheet List Table	
Sheet Number	Sheet Title
C0.0	Cover
C1.0	Overall Existing Conditions
C1.1	Existing Conditions
C2.0	Conceptual Site Plan
C3.0	Conceptual Utility Plan
A1.0 - A1.3	Illustrative Elevations

SITE DATA					
2045 LAND USE PLAN DESIGNATION	CURRENT	MIXED USE, COMMERICAL, OFFICE AND HIGH DENSITY RESIDENTIAL			
	PROPOSED	NO CHANGE			
ZONING	CURRENT	RURAL RESIDENTIAL (RR) (R-80W)			
	PROPOSED	PLANNED UNIT DEVELOPMENT (PUD-CZ)			
AREA OF TRACTS IN PROPOSED PUD	0712-04-9922	0.91 ACRES			
	0722-03-7373	15 ACRES			
	0722-04-0381	45.06 ACRES			
	TOTAL:	60.97 ACRES			
AREA DESIGNATED AS MIXED-USE ON 2045 LAND USE MAP	26.83 ACRES + 2.66 ACRES (ADDED TO MIXED USE) = 29.29 AC				
AREA OF MIXED-USE PROPERTY PROPOSED AS NON-RESIDENTIAL DEVELOPMENT	5.66 ACRES (DOES NOT INCLUDE 10.2 ACRES OF TEE2 GREEN SITE)				
PERCENT OF MIXED-USE PROPERTY PROPOSED AS NON-RESIDENTIAL DEVELOPMENT	19.3% (DOES NOT INCLUDE TEE2/GREEN SITE)				
	40.2% (INCLUDES 10.2 ACRES OF TEE2/GREEN SITE)				
REQUESTED SEWER CAPACITY	TO BE DETERMINED				
MAXIMUM RESIDENTIAL DENSITY	MULTIFAMILY = 17 UPA, SINGLE FAMILY = 2.4 UPA				
MAXIMUM BUILDING HEIGHT	MULTIFAMILY = 55', SINGLE FAMILY, TOWNHOMES, DUPLEX, TRI AND QUAD PLEX = 45', HOTELS = 75', NON-RESIDENTIAL: 50'				
SETBACKS: SINGLE FAMILY	FRONT: 20 FT FROM GARAGE TO BACK OF SIDEWALK, 10 TO FRONT FACADE	REAR: 15 FT	SIDE: 5 FT	CORNER SIDE: 10 FT	
SETBACKS: TOWNHOMES, DUPLEXES, TRI AND QUAD PLEXES	FRONT: 10' TO FRONT FACADE, 20' FROM BACK OF SIDEWALK TO GARAGE	REAR: 15 FT	SIDE: AGGREGATE 8' BETWEEN BLDGS		
WATERSHED	JORDAN LAKE WATERSHED, PRIMARY WATERSHED PROTECTION OVERLAY				
HISTORIC STRUCTURES	N/A				
COMMUNITY AMENITIES	COMMUNITY GATHERING SPACE WITH BENCHES, TOT LOT				
SITE BUFFERS	NORTH	50' TYPE A BUFFER ALONG US 64			
	EAST	50' TYPE A BUFFER ALONG ATT			
	SOUTH	20' TYPE B BUFFER			
	WEST	20' TYPE B BUFFER			

A NEW MAJOR COLLECTOR ROAD WILL BE CONSTRUCTED BETWEEN US 64 AND THE SOUTHERN PROPERTY LINE. THE MAJOR COLLECTOR WILL SERVE AS ACCESS TO THE SOUTHERN PORTION OF THE SITE AND ALSO ULTIMATELY AS PARCELS TO THE SOUTH DEVELOP TIE INTO OLIVE CHAPEL ROAD. NO WIDENING OF US 64 IS PROPOSED.

DEVELOPER/OWNER

GOLDBERG COMPANIES, INC
25101 CHAGRIN BLVD #300
BEECHWOOD, OH 44122

ATTN: IAN STUART

PREPARED BY:

WithersRavenel
Engineers | Planners | Surveyors

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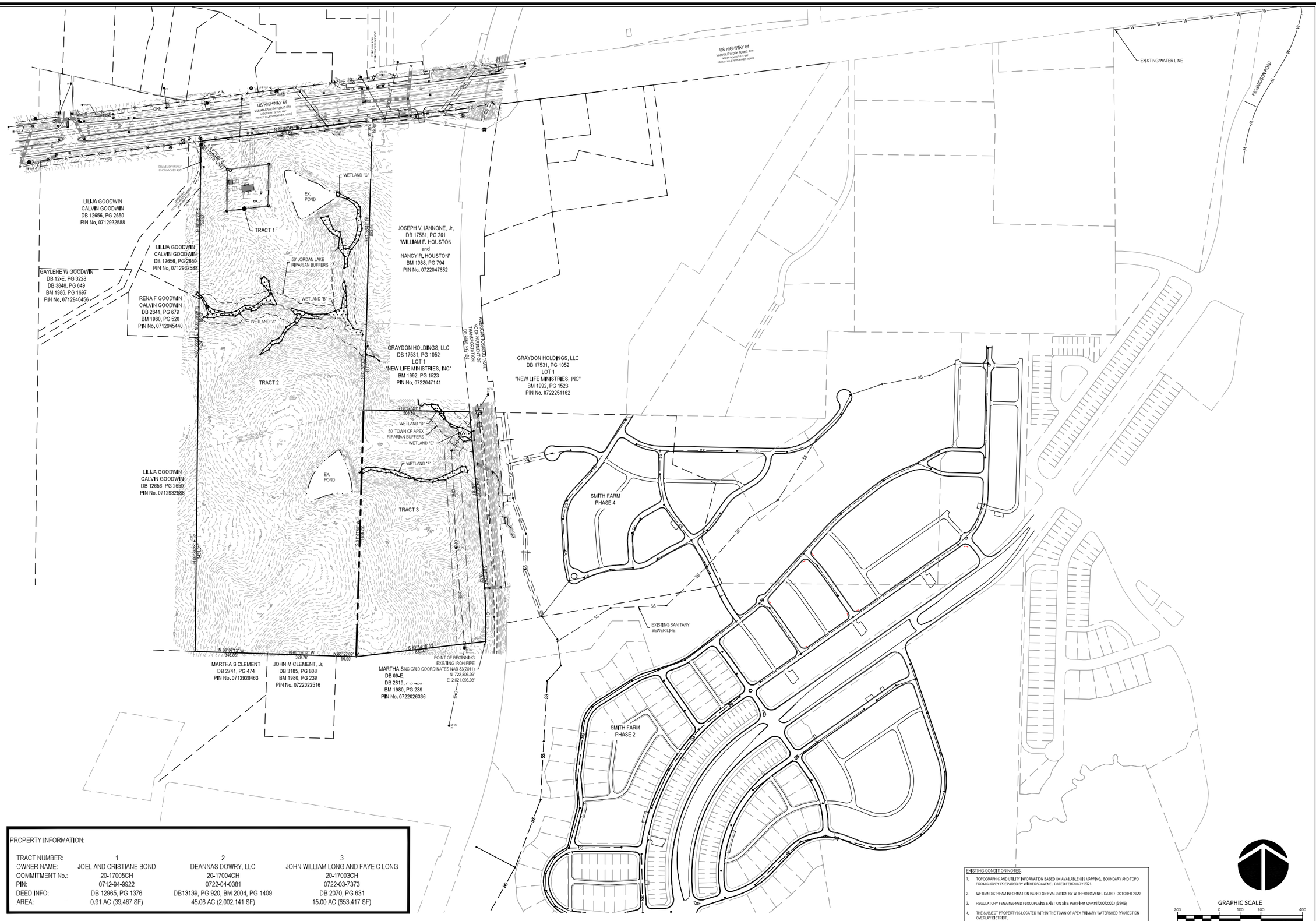

PROPERTY INFORMATION:

TRACT NUMBER:	1	2	3
OWNER NAME:	JOEL AND CRISTIANE BOND	DEANNAS DOWRY, LLC	JOHN WILLIAM LONG AND FAYE C LONG
COMMITMENT No.:	20-17005CH	20-17004CH	20-17003CH
PIN:	0712-94-9922	0722-04-0381	0722-03-7373
DEED INFO:	DB 12965, PG 1376	DB13139, PG 920, BM 2004, PG 1409	DB 2070, PG 631
AREA:	0.91 AC (39,467 SF)	45.06 AC (2,002,141 SF)	15.00 AC (653,417 SF)

EXISTING CONDITION NOTES:

1. TOPOGRAPHIC AND UTILITY INFORMATION BASED ON AVAILABLE GIS MAPPING, BOUNDARY AND TOPO FROM SURVEY PREPARED BY WITHERSRAVENEL DATED FEBRUARY 2021.
2. WETLAND/STREAM INFORMATION BASED ON EVALUATION BY WITHERSRAVENEL DATED OCTOBER 2020
3. REGULATORY FEMA MAPPED FLOODPLAIN IS EXIST ON SITE PER FIRM MAP #0720072200J (5/2006).
4. THE SUBJECT PROPERTY IS LOCATED WITHIN THE TOWN OF APEX PRIMARY WATERSHED PROTECTION OVERLAY DISTRICT.
5. ALL EXISTING STRUCTURES ON THE SUBJECT PROPERTY SHALL BE REMOVED PER TOWN OF APEX STANDARDS AND REQUIREMENTS.

GRAPHIC SCALE
200 0 100 200 400
1 inch = 200 ft.

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GCI- LEGACY PUD
Apex, North Carolina

OVERALL EXISTING CONDITIONS

Job No.	02200685	Drawn By	WR
Date	05/03/2021	Designer	WR

PRELIMINARY
NOT APPROVED FOR CONSTRUCTION

Revisions

Sheet No.
C1.0

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PROPERTY INFORMATION:

	1	2	3
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COMMITMENT No.:	20-17005CH	20-17004CH	20-17003CH
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AREA:	0.91 AC (39,467 SF)	45.06 AC (2,002,141 SF)	15.00 AC (653,417 SF)

LILLIA GOODWIN
CALVIN GOODWIN
DB 12656, PG 2650
PIN No. 0712932588

RENA F GOODWIN
CALVIN GOODWIN
DB 2841, PG 679
BM 1980, PG 520
PIN No. 0712945440

LILLIA GOODWIN
CALVIN GOODWIN
DB 12656, PG 2650
PIN No. 0712932588

TRACT 2

TRACT 3

WETLAND "A"

WETLAND "B"

WETLAND "C"

WETLAND "D"

WETLAND "E"

WETLAND "F"

50' JORDAN LAKE RIPARIAN BUFFERS

50' TOWN OF APEX RIPARIAN BUFFERS

EX. POND

EX. POND

WOVEN WIRE FENCE

WOVEN WIRE FENCE

RIP RAP

RIP RAP

FLYING HAWK ROAD
60' PRIVATE ACCESS EASEMENT

WINSON LANE
60' PRIVATE ACCESS EASEMENT
per BM 1980, PG 520

US HIGHWAY 64
(VARIABLE WIDTH RIGHT-OF-WAY)

25' TOWN OF CARY PERMANENT UTILITY AND PIPELINE EASEMENT per DB 16445, PG 1787

20' EASEMENT TO UNITED STATES OF AMERICA per BM 2004, PG 1409-and DB 1866, PG 565

VARIABLE WIDTH TOWN OF CARY PERMANENT UTILITY AND PIPELINE EASEMENT per DB 16716, PG 1096

20' EASEMENT TO UNITED STATES OF AMERICA per BM 1988, PG 794

30' ACCESS EASEMENT per DB 1975, PG 1975

GRAYDON HOLDINGS, LLC
DB 17531, PG 1052
LOT 1
"NEW LIFE MINISTRIES, INC"
BM 1992, PG 1523
PIN No. 0722047141

JOSEPH V. IANNONE, JR.
DB 17581, PG 261
"WILLIAM F. HOUSTON
and
NANCY R. HOUSTON"
BM 1988, PG 794
PIN No. 0722047652

AMERICAN TOBACCO TRAIL
NC DEPARTMENT OF TRANSPORTATION
DB 6660, PG 194

EXISTING CONDITION NOTES

1. TOPOGRAPHIC AND UTILITY INFORMATION BASED ON AVAILABLE GIS MAPPING, BOUNDARY AND TOPO FROM SURVEY PREPARED BY WITHERSRAVENEL DATED FEBRUARY 2021.
2. WETLAND/STREAM INFORMATION BASED ON EVALUATION BY WITHERSRAVENEL DATED OCTOBER 2020
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GRAPHIC SCALE
100 0 50 100 200
1 inch = 100 ft.

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GCI- LEGACY PUD
Apex, North Carolina

EXISTING CONDITIONS

Job No.	02200685	Drawn By	WR
Date	05/03/2021	Designer	WR

PRELIMINARY
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Revisions

Sheet No.
C1.1

NOTES:

1. PLAN SHEETS ARE INTENDED FOR ILLUSTRATIVE USE ONLY.
2. PER 2.3.4(F)(1)(A)(IV) OF THE UDO, SIDEWALKS MUST BE PROVIDED ON BOTH SIDES OF ALL STREETS FOR SINGLE-FAMILY DETACHED HOMES IN PUD-CZ DEVELOPMENT DISTRICTS.
3. PER 2.3.4(F)(1)(F)(I) OF THE UDO, THE PD PLAN FOR PUD-CZ SHALL DEMONSTRATE 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.
4. PER UDO SECTION 7.2.5.B.6, IF ANY MASS GRADING IS PROPOSED IN THE SINGLE-FAMILY SECTIONS OF THE PUD, THE FOLLOWING PROVISION WILL APPLY TO LOT COVERAGE: AREA FOR SINGLE-FAMILY; AN ADDITIONAL FIVE PERCENT (5%) RESOURCE CONSERVATION AREA (RCA) SHALL BE SET ASIDE. THIS REQUIREMENT IS ADDED TO THE STANDARD RCA PERCENTAGE REQUIREMENT FOUND IN SEC. 8.1.2.C SIZE OF THE RCA.
5. COLLECTOR ROAD ALIGNMENT LOCATION WILL BE DETERMINED AT THE MAJOR SUBDIVISION PLAN STAGE.
6. EXISTING PONDS WILL BE EVALUATED BY A LICENSED ENGINEER. EVALUATION RECOMMENDATIONS MAY REQUIRE A CHANGE TO SIZE, BOUNDARY OR REMOVAL OF EXISTING PONDS.

LILLIA GOODWIN
CALVIN GOODWIN
DB 12656, PG 2650
PIN No. 0712932588

RENA F GOODWIN
CALVIN GOODWIN
DR 2941, PG 679
BM 1980, PG 520
PIN No. 0712945440

LILLIA GOODWIN
CALVIN GOODWIN
DB 12656, PG 2650
PIN No. 0712932588

LAWSON LANE
60' PRIVATE ACCESS EASEMENT
per BM 1980, PG 520

20' TYPE B BUFFER

THE PROPOSED LOCAL CONNECTIONS WILL COMPLY WITH THE TOWN OF APEX THOROUGHFARE PLAN. THE PROPOSED ROAD SECTION WILL BE 50' WIDTH RIGHT-OF-WAY.

SCM

MAJOR COLLECTOR 60' R/W SECTION

10' TYPE A BUFFER

PROPOSED FLUM LINE

EXISTING FLUM LINE

THE PROPOSED LOCAL CONNECTIONS WILL COMPLY WITH THE TOWN OF APEX THOROUGHFARE PLAN. THE PROPOSED ROAD SECTION WILL BE 50' WIDTH RIGHT-OF-WAY.

MF-1
MULTI- FAMILY

SCM

SCM

SCM

SCM

SCMs ARE CONCEPTUAL AND FINAL LOCATIONS TBD AT TIME OF SITE PLAN

MF-1
MULTI- FAMILY
(+/- 23.63 ACRES)

50' TYPE A BUFFER

R/W LINE

US HIGHWAY R/W LINE

MARTHA S CLEMENT
DB 2741, PG 474
PIN No. 0712920463

20' TYPE B BUFFER

JOHN M CLEMENT, Jr.
DB 3185, PG 808
BM 1980, PG 239
PIN No. 0722022516

30' TYPE D STREETSCAPE

EXISTING POND

C-1
COMMERCIAL
(+/- 5.66 ACRES)

SF-1
SINGLE FAMILY
(+/- 31.68 ACRES)

ROUNDABOUT

30' TYPE D STREETSCAPE

EXISTING WETLAND (TYP)

GREENWAY CONNECTION (FINAL ALIGNMENT TBD)

MARTHA S CLEMENT
DB 09-E, PG 726
DB 2819, PG 423
BM 1980, PG 239
PIN No. 0722026366

GRAYDON HOLDINGS, LLC
DB 17531, PG 1052
LOT 1
"NEW LIFE MINISTRIES, INC"
BM 1992, PG 1523
PIN No. 0722047141

JOSEPH V. IANNONE, Jr.
DB 17581, PG 261
"WILLIAM H. HOUSTON
and
NANCY R. HOUSTON"
BM 1988, PG 794
PIN No. 0722047652

SCM

20' TYPE B BUFFER

50' TYPE A BUFFER

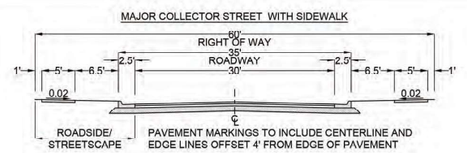
AMERICAN TOBACCO TRAIL

FINAL LOCATION TO CONNECT TO ATT TBD AT TIME OF MASTER PLAN

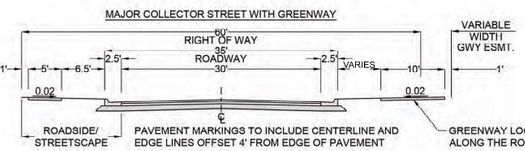
LENNAR CAROLINAS, LLC
DB 16720, PG 1045
PART OF LOT 8
"BOUNDARY SURVEY"
BM 2017, PG 379
PIN No. 0722223807

LENNAR CAROLINAS, LLC
DB 16720, PG 1045
LOT 9
"BOUNDARY SURVEY"
BM 2017, PG 379
PIN No. 0722136412

MAJOR COLLECTOR STREET WITH SIDEWALK



MAJOR COLLECTOR STREET WITH GREENWAY



NOTE: A TRANSPORTATION PLAN AMENDMENT IS NEEDED TO ADD THE MAJOR NORTH-SOUTH COLLECTOR TO THE TOWN TRANSPORTATION PLAN.

LEGEND

- MULTI-FAMILY (UP TO 400 UNITS)
- DETACHED RESIDENTIAL (UP TO 75 UNITS)
- COMMERCIAL / OFFICE
- CONCEPTUAL SCM LOCATION
- EXISTING WETLAND
- PERIMETER BUFFER
- STREAM BUFFER
- GREENWAY CONNECTION
- CONCEPTUAL ROAD CONNECTION

GRAPHIC SCALE
100 0 50 100 200
1 inch = 100 ft.

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GCI LEGACY

CONCEPT PLAN

Job No.	02200685	Drawn By	WR
Date	05/03/21	Designer	WR

PRELIMINARY
NOT APPROVED FOR CONSTRUCTION

Revisions

Sheet No.
2.0

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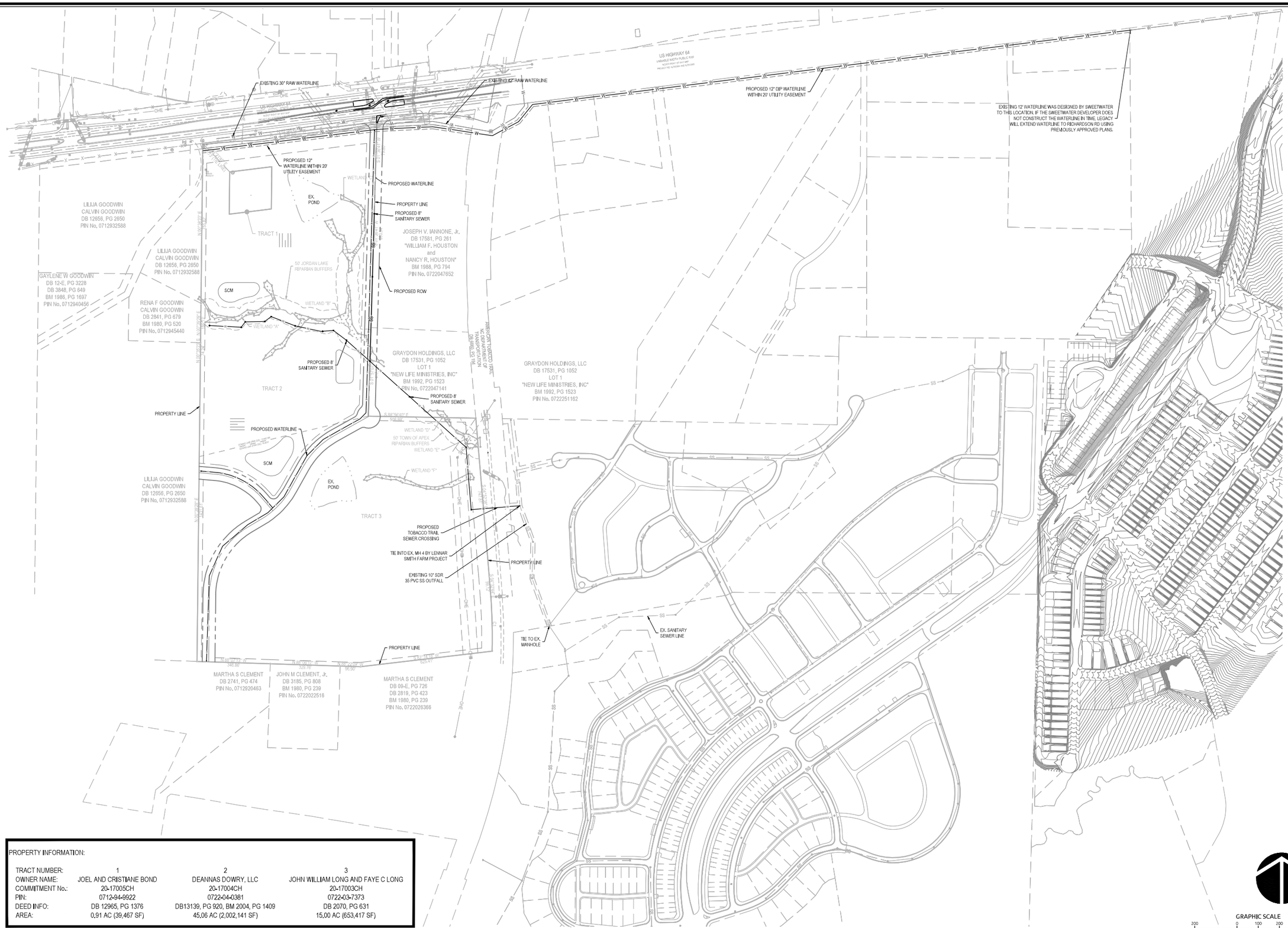

PROPERTY INFORMATION:

	1	2	3
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AREA:	0,91 AC (39,467 SF)	45,06 AC (2,002,141 SF)	15,00 AC (653,417 SF)

NOTE: SUBDIVISION PLAN AND CONSTRUCTION DRAWINGS WILL FALL UNDER THE 2021 STANDARDS AND SPECIFICATIONS,

WithersRavenel
Engineers | Planners | Surveyors
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GCI- LEGACY PUD

Apex, North Carolina

CONCEPTUAL UTILITY PLAN

Job No.	02200685	Drawn By	WR
Date	05/03/2021	Designer	WR

PRELIMINARY
NOT APPROVED FOR CONSTRUCTION

Revisions

Sheet No.
C3.0

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NOTE: THESE ARE ILLUSTRATIVE ONLY AND ACTUAL BUILDING ELEVATIONS MAY VARY BASED ON END USER BUT WILL COMPLY WITH THE ARCHITECTURAL SECTION OF THE PUD.

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GCI- LEGACY PUD

Apex, North Carolina

ILLUSTRATIVE ELEVATIONS

Job No.	02200685	Drawn By	WR
Date	05/03/2021	Designer	WR

PRELIMINARY
NOT APPROVED FOR CONSTRUCTION

Revisions

Sheet No.
A1.0

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NOTE: THESE ARE ILLUSTRATIVE ONLY AND ACTUAL BUILDING ELEVATIONS MAY VARY BASED ON END USER BUT WILL COMPLY WITH THE ARCHITECTURAL SECTION OF THE PUD.

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GCI- LEGACY PUD

Apex, North Carolina

ILLUSTRATIVE ELEVATIONS

Job No.	02200685	Drawn By	WR
Date	05/03/2021	Designer	WR

PRELIMINARY
NOT APPROVED FOR CONSTRUCTION

Revisions

Sheet No.
A1.1

K:\30\30468\02200685\CAD\Drawing Sets\PUD Amendment\A10 Architectural\dgn Tuesday, June 8, 2021 3:38:14 PM -T.PAYG.ED

NOTE: THESE ARE ILLUSTRATIVE ONLY AND ACTUAL BUILDING ELEVATIONS MAY VARY BASED ON END USER BUT WILL COMPLY WITH THE ARCHITECTURAL SECTION OF THE PUD.

WithersRavenel
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GCI- LEGACY PUD

Apex, North Carolina

ILLUSTRATIVE ELEVATIONS

Job No.	02200685	Drawn By	WR
Date	05/03/2021	Designer	WR

PRELIMINARY
NOT APPROVED FOR CONSTRUCTION

Revisions

Sheet No.
A1.2

K:\05-Data\02-Projects\02200685\CDI Legacy, Apex\CAD\Drawing Sets\PUD Amendment\A1.0 Architecture\A1.0.dwg Tuesday, June 8, 2021 3:39:23 PM • TANG, ED

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GCI- LEGACY PUD
Apex, North Carolina

ILLUSTRATIVE ELEVATIONS

Job No.	02200685	Drawn By	WR
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PRELIMINARY
NOT APPROVED FOR CONSTRUCTION

Revisions

Sheet No.
A1.3

K:\2020\02200685\200685-CDI Legacy Apex\CAD\Drawing Sets\PUD Amendment\A1.0 Architectural.dwg Tuesday, June 8, 2021 3:40:55 PM • TANG, ED

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: UNFINISHED BUSINESS

Meeting Date: September 28, 2021

Item Details

Presenter(s): Vance Holloman, Finance Director

Department(s): Finance Department

Requested Motion

Possible motion to approve a Resolution authorizing the execution and delivery of an Installment Financing Agreement, a Deed of Trust and related documents in connection with the financing of various capital improvements for the Town of Apex, North Carolina.

Approval Recommended?

Yes

Item Details

The Resolution authorizes staff to enter into an installment financing agreement to fund construction of Public Safety Station 36 and an office building to be used by the Town's Inspections Department. The Agreement calls for the Town to borrow an amount not to exceed $8.7 million for these projects. The borrowing calls for repayment of the principal borrowed in equal annual installments and payment of interest accrued at the rate of 1.50 percent annually through September 1, 2036. The Agreement will be secured by a Deed of Trust granting a lien against the Public Safety Station 36 property.

Substantially complete versions of the Agreement and the Deed of Trust are attached. It is anticipated that the Local Government Commission will approve the Agreement at its October 5th meeting and the execution of the Agreement will take place on October 14th.

Attachments

- Approving Resolution
- Installment Financing Agreement
- Deed of Trust

A regular meeting of the Town Council of the Town of Apex, North Carolina was held remotely by electronic means at 6:00 p.m. on September 28, 2021.

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 AUTHORIZING THE EXECUTION AND DELIVERY OF AN INSTALLMENT FINANCING AGREEMENT, A DEED OF TRUST AND RELATED DOCUMENTS IN CONNECTION WITH THE FINANCING OF VARIOUS CAPITAL IMPROVEMENTS FOR THE TOWN OF APEX, NORTH CAROLINA

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

Section 1. The Town Council does hereby find and determine as follows:

(a) There exists in the Town a need to finance the costs of (i) acquiring, constructing and equipping a new Public Safety Facility and (ii) acquiring, constructing and equipping a new office building for use by the Town's Inspections Department (collectively, the "Project").

(b) After a public hearing and due consideration, the Town Council has determined that the most efficient manner of financing the Project will be through entering into an Installment Financing Agreement, to be dated the date of delivery thereof (the "Agreement"), between the Town and Pinnacle Bank (the "Lender"), pursuant to which the Lender will advance to the Town an amount sufficient, together with any other available funds, to (i) pay the costs of the Project

and (ii) pay the financing costs associated therewith, and the Town will repay the advancement in installments, with interest thereon (the "Installment Payments").

(c) In order to secure the Town's obligations under the Agreement, the Town will execute and deliver a Deed of Trust, to be dated the date of delivery thereof (the "Deed of Trust"), from the Town to the deed of trust trustee named therein for the benefit of the Lender, granting a lien of record on the site of the new Public Safety Facility constituting a portion of the Project, together with all buildings, improvements and fixtures located or to be located thereon (the "Mortgaged Property").

(d) There has been presented to the Town Council at this meeting drafts of the Agreement and the Deed of Trust.

Section 2. In order to provide for the financing of the Project and the payment of the financing costs associated therewith, the Town is hereby authorized to enter into the Agreement and receive an advancement pursuant thereto in the principal amount not to exceed $8,700,000. The Town shall repay the advancement in installments due in the amounts and at the times set forth in the Agreement. The payments of the Installment Payments shall be designated as principal and interest as provided in the Agreement. The interest rate payable under the Agreement shall be 1.50% per annum, and the final Installment Payment due under the Agreement shall not be later than September 1, 2036.

Section 3. The Town Council hereby approves the Agreement and the Deed of Trust in substantially the forms presented at this meeting. The Mayor, the Town Manager (or Interim Town Manager) and the Finance Director of the Town are each hereby authorized to execute and deliver on behalf of the Town such documents in substantially the forms presented at this meeting, containing such modifications as the person executing such documents, with the advice

of counsel, shall approve, such execution to be conclusive evidence of approval by the Town Council of any such changes. The Town Clerk or any Deputy or Assistant Town Clerk of the Town is hereby authorized and directed to affix the corporate seal of the Town to each of such documents and to attest the same as may be required.

Section 4. No deficiency judgment may be rendered against the Town in any action for breach of any contractual obligation under the Agreement or the Deed of Trust, and the taxing power of the Town is not and may not be pledged directly or indirectly to secure any moneys due under the Agreement or the Deed of Trust.

Section 5. The Mayor, the Town Manager (or Interim Town Manager), the Finance Director, the Town Attorney and the Town Clerk, and any other officers, agents and employees of the Town, are hereby authorized and directed to execute and deliver such other documents, instruments, closing certificates, opinions and other items of evidence as shall be deemed necessary to consummate the transactions described above. Any such actions heretofore taken by such persons prior to the date hereof that is within the authority conferred herein is hereby ratified, confirmed and approved.

Section 6. This resolution shall take effect immediately upon its adoption.

Upon motion of Council Member _____, seconded by Council Member _____, the foregoing resolution entitled "RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INSTALLMENT FINANCING AGREEMENT, A DEED OF TRUST AND RELATED DOCUMENTS IN CONNECTION WITH THE FINANCING OF VARIOUS CAPITAL IMPROVEMENTS FOR THE TOWN OF APEX, NORTH CAROLINA" was adopted by the following vote:

Ayes:_____

_____

Noes:_____

* * * * * *

I, Tesa Silver, Deputy 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 28, 2021, as it relates in any way to the adoption of the foregoing resolution and that said proceedings are to be recorded in the minutes of said Town Council.

I DO HEREBY FURTHER CERTIFY that proper notice of such regular meeting was given as required by North Carolina law, including the notice of the holding of such meeting by electronic means as required by Section 143-318.13 of the General Statutes of North Carolina, as amended.

WITNESS my hand and the official seal of said Town this 28th day of September, 2021.

_____

Deputy Town Clerk

[SEAL]

Prepared by and return to:

Paul H. Billow
Attorney at Law
Womble Bond Dickinson (US) LLP
555 Fayetteville Street, Suite 1100
Raleigh, North Carolina 27601

DEED OF TRUST

STATE OF NORTH CAROLINA

COUNTY OF WAKE

This DEED OF TRUST, dated as of October 12, 2021 (the "Deed of Trust"), from the TOWN OF APEX, NORTH CAROLINA, a municipal corporation duly organized and validly existing under the Constitution and laws of the State of North Carolina (the "Town"), to HUGH QUEENER, as trustee (the "Deed of Trust Trustee"), for the benefit of PINNACLE BANK, a corporation duly organized and validly existing under the laws of the State of Tennessee, and its successors and assigns (the "Beneficiary");

WITNESSETH:

WHEREAS, the Town has entered into an Installment Financing Agreement, of even date herewith (the "Agreement"), with the Beneficiary, whereby the Beneficiary agrees to advance moneys to the Town for financing the costs of the Project (as defined in the Agreement) and related financing costs, and the Town agrees to repay the moneys advanced to the Town in installments due at the times and in the amounts set forth in Exhibit A to the Agreement (the "Installment Payments") and to pay certain additional payments as more fully provided therein;

COLLATERAL IS [illegible]UDES FIXTURES

WHEREAS, pursuant to the Agreement, the Town is delivering this Deed of Trust to secure the repayment by the Town to the Beneficiary of the moneys advanced and all other sums payable under the Agreement and to secure the other obligations of the Town under the Agreement and this Deed of Trust;

WHEREAS, the Town has agreed to pay to the Beneficiary the sum of $_____, representing the moneys advanced, as evidenced by, and payable as provided in, the Agreement, with interest payable at the times and rate specified therein, with a final Installment Payment being due and payable on September 1, 2036;

WHEREAS, the Town desires to secure (a) the payment of the Installment Payments due under the Agreement, (b) the payment by the Town of all additional payments required to be paid by the Town under the Agreement and the performance by the Town of all of the additional covenants of the Town set forth in the Agreement and (c) the performance of the covenants and agreements contained in this Deed of Trust, and any amendments and supplements hereto or thereto; and

WHEREAS, the Town desires to execute and deliver this Deed of Trust as security for the payment of the amounts described above and the performance of the covenants described above;

NOW, THEREFORE, the Town, subject to Permitted Encumbrances (as defined in the Agreement), as security for the Installment Payments and other payments to be made by the Town under the Agreement and for the performance by the Town of all of its obligations under the Agreement and this Deed of Trust, and in further consideration of the sum of $1.00 paid to the Town by the Deed of Trust Trustee, receipt and sufficiency of which are hereby acknowledged, has given, granted, bargained and sold, and by these presents does give, grant, bargain, sell and convey unto the Deed of Trust Trustee, its successors and assigns, in trust, with power of sale, the real property lying and being in Wake County in the State of North Carolina, constituting so much thereof as constitutes real property or fixtures, and more particularly described as set forth in Exhibit A attached hereto and made a part hereof; TOGETHER with all buildings, improvements and fixtures of every kind and description now or hereafter erected or located thereon, all rights, appurtenances, easements, privileges, remainders and reversions appertaining thereto and all materials intended for construction, reconstruction, alteration and repair of such buildings and improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the premises hereby conveyed immediately upon the delivery thereof to the aforesaid real property, and all apparatus, equipment, fixtures and articles of personal property now or hereafter attached thereto as fixtures, and replacements thereof, including, but not limited to, all heating, refrigerating, air conditioning, gas, plumbing and electric apparatus and equipment, all boilers, engines, motors, power equipment, piping and plumbing fixtures, pumps, tanks, lighting equipment and systems, fire prevention and sprinkling equipment and systems, and other things now or hereafter thereon or therein, including all interests of any owner thereof in any of such items, and all renewals or replacements thereof or articles in substitution thereof; TOGETHER with all rents, issues, profits and revenues of the aforesaid real property, fixtures and other property and all of the right, title and interest of the Town in and to any and all leases and contracts now or hereafter affecting the real property, fixtures and other property covered hereby or any part thereof; TOGETHER with all proceeds of

any of the foregoing real property and fixtures including, without limitation, proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, all awards and other payments as a result of or in lieu or in anticipation of the exercise of the right of condemnation or eminent domain by any governmental authority ("Eminent Domain"), all insurance proceeds and claims therefor as a result of damage to or destruction of all or any part of any of the foregoing, and all proceeds of any title insurance with respect to all or any part of the foregoing (the real property, fixtures and proceeds granted to the Deed of Trust Trustee pursuant to the foregoing provisions hereof being collectively referred to as the "Mortgaged Property");

TO HAVE AND TO HOLD the Mortgaged Property, with all the rights, privileges and appurtenances thereunto belonging or appertaining to the Deed of Trust Trustee, its heirs, successors and assigns, in fee simple forever, upon the trusts and for the uses and purposes hereinafter set out;

AND THE TOWN COVENANTS to and with the Deed of Trust Trustee and the Beneficiary that the Town is seized of the Mortgaged Property in fee, that the Town has the right to convey the Mortgaged Property in fee simple, and that the Town does hereby forever warrant and will forever defend the title to the Mortgaged Property (except for Permitted Encumbrances, as defined in the Agreement) against the claims of all persons whatsoever; provided, however, that

THIS CONVEYANCE IS MADE UPON THIS SPECIAL TRUST, that if the Town shall make all of the payments required under the Agreement secured hereby in accordance with its terms, together with interest thereon and all taxes, charges, assessments and any premiums for insurance hereby secured, and, further, shall comply with all the covenants, terms and conditions of this Deed of Trust and the Agreement and any amendments and supplements thereto, then this conveyance shall be null and void and may be canceled of record at the request and at the cost of the Town.

THE TOWN FURTHER COVENANTS, REPRESENTS AND AGREES AS FOLLOWS:

Section 1. Amount Secured; Maintenance and Modification of Mortgaged Property by Town. This Deed of Trust secures all present and future indebtedness owing by the Town under the Agreement and this Deed of Trust. The current principal amount of the indebtedness is $_____.

The Deed of Trust Trustee shall not be under any obligation to operate, maintain or repair the Mortgaged Property. The Town agrees that it will at its own expense (a) keep the Mortgaged Property in as reasonably safe condition as its operations shall permit, (b) keep the Mortgaged Property in good repair and in good operating condition, (c) comply with all applicable governmental requirements imposed upon the Mortgaged Property or in connection with its use and (d) make from time to time all necessary repairs thereto and renewals and replacements thereof.

Subject to the provisions of the Agreement, the Town may also, at its own expense, make from time to time any additions, modifications or improvements to the real property covered hereby that it may deem desirable and that do not materially impair the effective use, nor materially decrease the value, of the Mortgaged Property. All such additions, modifications and improvements so made by the Town within the boundaries of the Mortgaged Property shall become a part of the Mortgaged Property. The Town will do, or cause to be done, all such things as may be required by law in order fully to protect the security and all rights of the Beneficiary under this Deed of Trust. The Town shall not cause or permit the lien of this Deed of Trust to be impaired in any way.

Section 2. Grant and Release of Easements; Release of Mortgaged Property. (a) If no Event of Default under this Deed of Trust shall have occurred and shall continue to exist, the Town may at any time or times grant easements, licenses, rights of way and other rights or privileges in the nature of easements with respect to any part of the Mortgaged Property, and the Town may release existing interests, easements, licenses, rights of way and other rights or privileges with or without consideration, and the Beneficiary agrees that it shall execute and deliver and will cause, request or direct the Deed of Trust Trustee to execute and deliver any instrument necessary or appropriate to grant or release any such interest, easement, license, right of way or other right or privilege but only upon receipt of (a) a copy of the instrument of grant or release, (b) a written application signed by an authorized representative of the Town requesting such instrument and (c) a certificate executed by an authorized representative of the Town stating that the grant or release (i) is not detrimental to the proper conduct of the operations of the Town at the Mortgaged Property and (ii) will not impair the effective use of or interfere with the operations of the Town at the Mortgaged Property and will not diminish the value of the security under this Deed of Trust in contravention of the provisions hereof.

(b) The Deed of Trust Trustee and the Town shall not release or caused to be released all or any portion of the Mortgaged Property from the lien and security interest created by this Deed of Trust without the prior written consent of the Beneficiary.

Section 3. Default; Remedies of the Deed of Trust Trustee and Beneficiary Upon Default. (a) If any of the following events shall occur:

(i) default in any payment under the Agreement or default in any of the other terms or conditions of the Agreement secured hereby and the expiration of any applicable grace or notice periods provided thereby;

(ii) failure by the Town to observe and perform any warranty, covenant, condition or agreement on the part of the Town under this Deed of Trust other than Section 3(i) above for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to the Town by the Beneficiary unless the Beneficiary shall agree in writing to an extension of such time prior to its expiration; provided, however, that if the failure stated in the notice cannot be reasonably corrected within the applicable period, and if corrective action is instituted by the Town within the applicable period, the Town shall have such additional period of time to correct the failure as shall be necessary, so long as such correction is diligently pursued, but in no

event for an additional period of time in excess of sixty (60) days after the end of such thirty (30) day period;

(iii) any lien, charge or encumbrance prior to or affecting the validity of this Deed of Trust is found to exist, other than Permitted Encumbrances, or proceedings are instituted to enforce any lien, charge or encumbrance against any of the Mortgaged Property and such lien, charge or encumbrance would be prior to the lien of this Deed of Trust;

then and in any of such events (hereinafter referred to as an "Event of Default"), all payments under the Agreement shall, at the option of the Beneficiary, become at once due and payable, regardless of the maturity date or other due date thereof.

(b) Upon the occurrence of an Event of Default:

(i) To the extent permitted by law, the Deed of Trust Trustee shall have the right to enter upon the Mortgaged Property to such extent and as often as the Deed of Trust Trustee, in his sole discretion, deems necessary or desirable in order to cure any default by the Town. To the extent permitted by law, the Deed of Trust Trustee may take possession of all or any part of the Mortgaged Property and may hold, operate and manage the same, and from time to time make all needful repairs and improvements as shall be deemed expedient by the Deed of Trust Trustee; and the Deed of Trust Trustee may lease any part of the Mortgaged Property in the name of and for the account of the Town, and collect, receive and sequester the rent, revenues, receipts, earnings, income, products and profits therefrom, and out of the same and from any moneys received from any receiver of any part thereof pay, and set up proper reserves for the payment of, all proper costs and expenses of so taking, holding and managing the same, including reasonable compensation to the Deed of Trust Trustee, his agents and counsel, and any taxes and assessments and other charges prior to the lien of this Deed of Trust which the Deed of Trust Trustee may deem it proper to pay, and all expenses of such repairs and improvements, and apply the remainder of the moneys so received in accordance with the provisions hereof.

(ii) To the extent permitted by law, the Deed of Trust Trustee shall have the right after an Event of Default to the appointment of a receiver to collect the rents and profits from the Mortgaged Property without consideration of the value of the premises or the solvency of any person liable for the payment of the amounts then owing, and all amounts collected by the receiver shall, after expenses of the receivership, be applied to the payment of the obligations hereby secured, and the Deed of Trust Trustee, at his option, in lieu of an appointment of a receiver, shall have the right to do the same. If such receiver should be appointed or if there should be a sale of the said premises, as provided below, the Town, or any person in possession of the premises thereunder, as tenant or otherwise, shall become a tenant at will of the receiver or of the purchaser and may be removed by a writ of ejectment, summary ejectment or other lawful remedy.

(iii) The Deed of Trust Trustee shall have the right to assign to any other person, for lawful consideration, any rents, revenues, earnings, income, products and profits

receivable under this Deed of Trust, provided that the proceeds of any such assignment shall be applied as provided in this Deed of Trust.

(iv) The Deed of Trust Trustee is hereby authorized and empowered to expose to sale and to sell the Mortgaged Property or such part or parts thereof or interests therein as the Deed of Trust Trustee deems prudent at public auction for cash, and upon collection of the proceeds from such sale to make and deliver a deed therefor, after first having complied with all applicable requirements of North Carolina law with respect to the exercise of powers of sale contained in deeds of trust. The Town agrees that in the event of a sale hereunder, the Beneficiary shall have the right to bid at it and to become the purchaser. The Deed of Trust Trustee may require the successful bidder at any sale to deposit immediately with the Deed of Trust Trustee cash or a certified check in an amount not to exceed five percent (5%) of his bid, provided notice of such requirement is contained in the advertisement of the sale. The bid may be rejected if the deposit is not immediately made and thereupon the next highest bidder may be declared to be the successful bidder. Such deposit shall be refunded in case a resale is had; otherwise it shall be applied to the purchase price. The sale of the Mortgaged Property or any part thereof or any interest therein, whether pursuant to judicial foreclosure, foreclosure under power of sale or otherwise under this Deed of Trust, shall forever bar any claim with respect to the Mortgaged Property by the Town.

(v) To the extent permitted by law, the Beneficiary, immediately and without additional notice and without liability therefor to the Town, may do or cause to be done any or all of the following: (A) take physical possession of the Mortgaged Property; (B) exercise its right to collect the rents and profits thereof; (C) enter into contracts for the completion, repair and maintenance of the Mortgaged Property; (D) expend any rents, income and profits derived from the Mortgaged Property for payment of any taxes, insurance premiums, assessments and charges for completion, repair and maintenance of the Mortgaged Property, preservation of the lien of this Deed of Trust and satisfaction and fulfillment of any liabilities or obligations of the Town arising out of or in any way connected with the Mortgaged Property whether or not such liabilities and obligations in any way affect, or may affect, the lien of this Deed of Trust; (E) enter into leases demising the Mortgaged Property or any part thereof; (F) take such steps to protect and enforce the specific performance of any covenant, condition or agreement in this Deed of Trust or the Agreement or to aid the execution of any power herein granted; and (G) generally, supervise, manage, and contract with reference to the Mortgaged Property as if the Beneficiary were the equitable owner of the Mortgaged Property. The Town also agrees that any of the foregoing rights and remedies of the Beneficiary may be exercised at any time independently of the exercise of any other such rights and remedies, and the Beneficiary may continue to exercise any or all such rights and remedies until the Event(s) of Default of the Town are cured with the consent of the Beneficiary or until foreclosure and the conveyance of the Mortgaged Property to the high bidder or until the indebtedness secured hereby is otherwise satisfied or paid in full.

(vi) The Beneficiary may proceed against the fixtures referred to in Section 12 as provided in and in accordance with the applicable provisions of the Uniform Commercial Code as adopted by the State of North Carolina, as amended (the "UCC") or, at its

election, may proceed and may instruct the Deed of Trust Trustee to proceed as to the portion of the Mortgaged Property constituting fixtures, in accordance with its rights and remedies with respect thereto and those granted to the Deed of Trust Trustee, all as set forth in this Deed of Trust. Subject to any limitations imposed by the applicable provisions of the UCC, the Beneficiary may sell, lease, or otherwise dispose of all or any part of the fixtures, at public or private sale, for cash or on credit, as a whole or in part, and the Beneficiary may at such sale or sales purchase the fixtures or any part thereof. The proceeds of such sale, lease, collection or other disposition shall be applied first to the costs and expenses of the Beneficiary incurred in connection with such sale, lease, collection or other disposition, and then to such outstanding balance due on any and all indebtedness owed to the Beneficiary. Further, the Beneficiary may require the Town to assemble the fixtures, or evidence thereof, and make them reasonably available to the Beneficiary at one or more places to be designated by the Beneficiary which are reasonably convenient to the Beneficiary, and the Beneficiary may take possession of the fixtures and hold, prepare for sale, lease or other disposition and sell, lease or otherwise dispose of the fixtures. Any required notice by the Beneficiary of sale or other disposition or default, when mailed to the Town at its address set forth herein, shall constitute reasonable notice to the Town. In addition to, but not in limitation of, any of the foregoing, the Beneficiary may exercise any or all of the rights and remedies afforded to the Beneficiary by the provisions of the UCC or otherwise afforded to the Beneficiary under this Deed of Trust, with all such rights and remedies being cumulative and not alternative, and the Town agrees, to the extent permitted by law, to pay the reasonable costs of collection, including, in addition to the costs and disbursements provided by statute, reasonable attorneys' fees and legal expenses which may be incurred by the Beneficiary subject to the procedures and limitations set forth in Section 6-21.2 of the General Statutes of North Carolina, as amended.

In all such cases, the Beneficiary shall have the right to direct the Deed of Trust Trustee to exercise the remedies granted hereunder.

(c) The Town also agrees that any of the foregoing rights and remedies of the Beneficiary may be exercised at any time independently of the exercise of any other such rights and remedies, and the Beneficiary may continue to exercise any or all such rights and remedies until the Event(s) of Default of the Town are cured with the consent of the Beneficiary or until foreclosure and the conveyance of the Mortgaged Property to the high bidder or until the indebtedness secured hereby is otherwise satisfied or paid in full.

(d) The Town hereby waives, to the full extent it lawfully may, the benefit of all appraisement, valuation, stay, moratorium, exemption from execution, extension and redemption laws and any statute of limitations, now or hereafter in force and all rights of marshalling in the event of the sale of the Mortgaged Property or any part thereof or any interest therein.

(e) Except as set forth in subsection (f) of this Section, the foregoing shall in no way be construed to limit the powers of sale or to restrict the discretion the Deed of Trust Trustee may have under the provisions of Article 2A of Chapter 45 of the General Statutes of North Carolina, as amended. Each legal, equitable or contractual right, power or remedy of the Deed of Trust Trustee now or hereafter provided herein or by statute or otherwise shall be cumulative and

concurrent and shall be in addition to every other right, power and remedy, and the exercise or beginning of the exercise by the Deed of Trust Trustee of any one or more of such rights, powers and remedies shall not preclude the simultaneous or later exercise of any or all such other rights, powers and remedies.

(f) NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, NO DEFICIENCY JUDGMENT SHALL BE RENDERED AGAINST THE TOWN IN ANY ACTION FOR BREACH BY THE TOWN OF ITS OBLIGATIONS UNDER THE AGREEMENT OR THIS DEED OF TRUST, OR FOLLOWING THE EXERCISE BY THE TOWN OF ITS RIGHT OF TERMINATION OF ITS OBLIGATION TO MAKE THE INSTALLMENT PAYMENTS AND ANY ADDITIONAL PAYMENTS UNDER THE AGREEMENT; THE REMEDIES PROVIDED UNDER THIS DEED OF TRUST, INCLUDING FORECLOSURE AND SALE OF THE MORTGAGED PROPERTY UNDER THIS DEED OF TRUST, BEING THE SOLE REMEDY GRANTED HEREBY. THE TAXING POWER OF THE TOWN IS NOT AND MAY NOT BE PLEDGED IN ANY WAY, DIRECTLY OR INDIRECTLY TO SECURE THE PAYMENT OF ANY MONEYS DUE UNDER THE AGREEMENT, INCLUDING THE INSTALLMENT PAYMENTS UNDER THE AGREEMENT OR ANY OTHER INSTRUMENT CONTEMPLATED HEREBY OR THEREBY.

Section 4. Application of Proceeds. The proceeds of (a) the operation and management of the Mortgaged Property pursuant to Section 3 hereof, (b) any sale of the Mortgaged Property or any interest therein, whether pursuant to judicial foreclosure, foreclosure under power of sale or otherwise and (c) any insurance policies or eminent domain awards or other sums (other than awards or sums to which the Town is entitled to under the Agreement) retained by the Deed of Trust Trustee upon the occurrence of an Event of Default shall be applied to pay:

First: The costs and expenses of sale, reasonable attorneys' fees actually incurred at standard hourly rates to the extent permitted by Section 6-21.2 of the General Statutes of North Carolina, as amended, the Beneficiary's fees and expenses, court costs, any other expenses or advances made or incurred in the protection of the rights of the Beneficiary or in the pursuance of any remedies hereunder and the Deed of Trust Trustee's commission payable under Section 5 hereof;

Second: All taxes and assessments then constituting a lien against said premises other than those advertised and sold subject to;

Third: Any indebtedness secured by this Deed of Trust and at the time due and payable (whether by acceleration or otherwise), including all amounts of principal and interest at the time due and payable with respect to the Installment Payments, and interest on any overdue principal of at a rate per annum equal to the original interest rate payable with respect to the Installment Payments; and

Fourth: The balance, if any, to the persons then entitled thereto under the Agreement.

Section 5. Deed of Trust Trustee's Commission. In the event of a consummated sale under the power of sale contained herein, the Deed of Trust Trustee's commission shall be a reasonable commission for services rendered not to exceed five percent (5%) of the highest bid thereat.

It is further provided that in the event foreclosure is terminated upon the request of the Town prior to delivery of the deed by the Deed of Trust Trustee, the Town shall pay the Deed of Trust Trustee all costs and expenses incident to the foreclosure, including reasonable compensation for services rendered; together with attorneys' fees actually incurred at standard hourly rates to the extent permitted by Section 6-21.2 of the General Statutes of North Carolina, as amended.

It is further provided that the compensation herein allowed to the Deed of Trust Trustee shall constitute indebtedness secured hereby on the Mortgaged Property immediately upon request of sale.

Section 6. General Covenant. The Town shall pay the amounts due under the Agreement and shall observe and perform all covenants, conditions and agreements contained in the Agreement, and any amendments and supplements thereto.

Section 7. Payment of Costs, Attorneys' Fees and Expenses. To the extent permitted by law, the Town shall pay any and all costs, attorneys' fees and other expenses of whatever kind incurred by the Beneficiary or the Deed of Trust Trustee in connection with (a) obtaining possession of the Mortgaged Property, (b) the protection and preservation of the Mortgaged Property, (c) the collection of any sum or sums secured hereby, (d) any litigation involving the Mortgaged Property, this trust, any benefit accruing by virtue of the provisions hereof, or the rights of the Deed of Trust Trustee or the Beneficiary, (e) the presentation of any claim under any administrative or other proceeding in which proof of claim is required by law to be filed, (f) any additional examination of the title to the Mortgaged Property which may be reasonably required by the Beneficiary or the Deed of Trust Trustee, (g) taking any steps whatsoever in enforcing this Deed of Trust, claiming any benefit accruing by virtue of the provisions hereof, or exercising the rights of the Beneficiary hereunder, or (h) any proceeding, legal or otherwise, which the Beneficiary shall deem necessary to sustain the lien of this Deed of Trust or its priority. If the Town shall fail to make any payment required to be made by the foregoing covenant, however, such amount shall be payable solely from the amounts realized upon the enforcement of the remedies set forth in Section 3 of this Deed of Trust.

Section 8. Insurance and Taxes. Pursuant to the Agreement, the Town will obtain and maintain certain insurance and will pay all lawful taxes, assessments and charges, if any, at any time levied or assessed upon or against the Mortgaged Property or any part thereof; provided, however, that nothing contained in this Deed of Trust shall require the maintenance of insurance or the payment of any such taxes, assessments or charges if the same are not required to be paid under the Agreement. If the Town shall fail to make any payment required to be made by the foregoing covenant, however, such amount shall be payable solely from the amounts realized upon the enforcement of the remedies set forth in Section 3 of this Deed of Trust.

Section 9. No Assignment or Encumbrance of the Mortgaged Property. Except as permitted by the Agreement and this Deed of Trust, the Town shall not sell, transfer, exchange, lease, mortgage, encumber, pledge, assign or otherwise dispose of the Mortgaged Property or any interest therein or part thereof without the prior written consent of the Beneficiary. Any such disposition or encumbrance of the Mortgaged Property or any interest therein or any part thereof other than Permitted Encumbrances without such prior written consent shall, at the option of the Beneficiary, constitute a default hereunder, giving rise to all of the remedies herein provided for an Event of Default.

Section 10. Advances by Beneficiary. The Beneficiary is authorized, but is not required to, for the account of the Town, to make any required payments under any lien prior hereto or under this Deed of Trust, the non-payment of which would constitute a default, including but not limited to principal payments, interest payments, premium payments, if any, taxes and insurance premiums. All sums so advanced shall attach to and become part of the debt secured hereby, shall become payable at any time on demand therefor and, from the date of the advance to the date of repayment, any sum so advanced shall bear interest at a rate of six percent (6%) per annum. The failure to make payment on demand shall, at the option of the Beneficiary, constitute a default hereunder, giving rise to all of the remedies herein provided for an Event of Default. If the Town shall fail to make any payment required to be made by the foregoing covenant, however, such amount shall be payable solely from the amounts realized upon the enforcement of the remedies set forth in Section 3 of this Deed of Trust.

Section 11. The Deed of Trust Trustee. The Deed of Trust Trustee shall be under no duty to take any action hereunder except as expressly required, or to perform any act which would involve him in expense or liability or to institute or defend any suit in respect hereof, unless properly indemnified to his satisfaction by the Beneficiary. All reasonable expenses, charges, counsel fees and other disbursements incurred by the Deed of Trust Trustee in and about the administration and execution of the trusts hereby created, and the performance of its duties and powers hereunder, shall, to the extent permitted by law, be secured by this Deed of Trust prior to the indebtedness represented by the Agreement, and such amounts not paid when due shall, to the extent permitted by law, bear interest at a rate of six percent (6%) per annum. If the Town shall fail to make any payment required to be made by the foregoing covenant, however, such amount shall be payable solely from the amounts realized upon the enforcement of the remedies set forth in Section 3 of this Deed of Trust.

Section 12. Security Interest in Fixtures. **COLLATERAL IS OR INCLUDES FIXTURES.** With respect to any portion of the Mortgaged Property which is or may become fixtures, this Deed of Trust shall constitute a financing statement filed as a fixture filing. The lien upon fixtures granted herein and perfected hereby shall be in addition to and not in lieu of any lien upon fixtures acquired under real property law. The fixtures are located on the land described on Exhibit A, and the Town is the record owner of that land. The name and address of the Town, as debtor, and the Beneficiary, as secured party, are set forth in Section 17. This Deed of Trust is intended to be a security agreement pursuant to the Uniform Commercial Code, as in effect in the State of North Carolina.

Section 13. Leases. The Town shall keep, observe and perform all of the covenants, agreements, terms, conditions and provisions on its part to be kept, observed or performed under

any leases involving all or any part of the Mortgaged Property, shall require tenants to keep, observe and perform all of the covenants, agreements, terms, conditions and provisions on their part to be kept, observed or performed under any such leases and shall not suffer or permit any breach or default to occur with respect to the foregoing. In the event of a default by the Town under any lease involving all or any part of the Mortgaged Property, the Beneficiary shall have the right to perform or to require performance of any such covenants, agreements, terms, conditions or provisions of such leases, and to add any expense incurred in connection therewith to the debt secured hereby. Any such expense incurred by the Beneficiary shall be immediately due and payable. If the Town shall fail to make any payment required to be made by the foregoing covenant, however, such amount shall be payable solely from the amounts realized upon the enforcement of the remedies set forth in Section 3 of this Deed of Trust.

Section 14. Additional Documents. The Town agrees to execute and deliver to the Beneficiary, concurrently with the execution of this Deed of Trust and upon the request of the Beneficiary from time to time hereafter, all financing statements and other documents reasonably required to perfect and maintain the lien or security interest created hereby. For the period in which the indebtedness of the Town to the Beneficiary remains unpaid, the Town hereby irrevocably makes, constitutes and appoints the Beneficiary as the true and lawful attorney in fact of the Town, to the extent permitted by law, to sign the name of the Town on any financing statement, continuation of financing statement or similar document required to perfect or continue such security interests.

Section 15. Environmental Issues. The Town for itself, its successors and assigns represents, warrants and agrees that, except as disclosed in writing to the Beneficiary by the Town, (a) neither the Town nor, to the best of the Town's knowledge, any other person has improperly used or installed any Hazardous Material (as hereinafter defined) on the Mortgaged Property or received any notice from any governmental agency, entity or other person with regard to Hazardous Materials on, from or affecting the Mortgaged Property; (b) neither the Town nor, to the best of the Town's knowledge, any other person has violated any applicable Environmental Laws (as hereinafter defined) relating to or affecting the Mortgaged Property; (c) to the best of the Town's knowledge, the Mortgaged Property is presently in compliance with all Environmental Laws and there are no circumstances presently existing upon or under the Mortgaged Property, or relating to the Mortgaged Property which may violate any applicable Environmental Laws, and there is not now pending, or threatened, any action, suit, investigation or proceeding against the Town relating to the Mortgaged Property (or against any other party relating to the Mortgaged Property) seeking to enforce any right or remedy under any of the Environmental Laws; (d) the Mortgaged Property shall be used to generate, manufacture, refine, transport, treat, store, handle, dispose, produce or process Hazardous Materials only in accordance with all applicable Environmental Laws; (e) the Town shall not cause nor permit the improper installation of Hazardous Materials in the Mortgaged Property nor a release of Hazardous Materials on the Mortgaged Property; (f) the Town shall at all times comply with and ensure compliance by all other parties with all applicable Environmental Laws relating to or affecting the Mortgaged Property and shall keep the Mortgaged Property free and clear of any liens imposed pursuant to any applicable Environmental Laws; (g) the Town has obtained and will at all times continue to obtain and/or maintain all licenses, permits, and/or other governmental or regulatory actions necessary to comply with Environmental Laws with respect to the Mortgaged Property (the "Permits"), and the Town is in full compliance with the terms

and provisions of the Permits and will continue to comply with the terms and provisions of the Permits; (h) the Town shall immediately give the Beneficiary oral and written notice in the event that the Town receives any notice from any governmental agency, entity, or any other party with regard to Hazardous Materials on, from or affecting the Mortgaged Property and shall conduct and complete all investigations, sampling, and testing, and all remedial, removal, and other actions necessary to clean up and remove all Hazardous Materials on, from or affecting the Mortgaged Property in accordance with all applicable Environmental Laws. To the extent permitted by law, the Town hereby agrees to defend and indemnify the Deed of Trust Trustee and the Beneficiary and hold them harmless from and against any and all losses, liabilities, damages, injuries (including, without limitation, attorneys' fees) and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against the Deed of Trust Trustee or the Beneficiary for, with respect to, or as a direct or indirect result of (a) the presence on, or under, or the escape, spillage, emission or release from the Mortgaged Property of any Hazardous Material regardless of whether or not caused by or within the control of the Town, (b) the violation of any Environmental Laws relating to or affecting the Mortgaged Property, whether or not caused by or within the control of the Town, (c) the failure by the Town to comply fully with the terms and provisions of this paragraph, or (d) any warranty or representation made by the Town in this paragraph being false or untrue in any material respect. In the event that the Beneficiary elects to control, operate, sell or otherwise claim property rights in the Mortgaged Property, the Town shall deliver the Mortgaged Property free of any and all Hazardous Materials so that the conditions of the Mortgaged Property shall conform with all applicable Environmental Laws. Prior to any such delivery of the Mortgaged Property, the Town shall pay to the Beneficiary from its own funds any amounts required to be paid under the indemnification provisions set forth above. For purposes of this Deed of Trust, "Hazardous Material" means and includes petroleum products, any flammable explosives, radioactive materials, hazardous materials, asbestos or any material containing asbestos, and/or any hazardous, toxic or dangerous waste, substance or material defined as such in (or for the purpose of) the Environmental Laws. For the purposes of this Deed of Trust, "Environmental Laws" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Hazardous Materials Transportation Act, the Oil Pollution Act of 1990, the Emergency Planning and Right-to-Know Act, the Clean Water Act, the Clean Air Act, the Toxic Substance Control Act, the Resource Conservation and Recovery Act, any "Super Fund" or "Super Lien" law (including in all cases any regulations promulgated thereunder), or any other federal, state, or local law, regulation or decree regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Materials, as may now or at any time hereafter be in effect. The obligations and liabilities of the Town under this paragraph shall survive the foreclosure of the Deed of Trust, the delivery of a deed in lieu of foreclosure, and the cancellation of this Deed of Trust; or if otherwise expressly permitted in writing by the Beneficiary, the sale or alienation of any part of the Mortgaged Property.

Section 16. Future Advances. The obligations under the Agreement secured by this Deed of Trust, include present and future obligations of the Town to the Beneficiary pursuant to the Agreement and this Deed of Trust, as the same may be amended or supplemented from time to time, and this Deed of Trust is executed to secure all such obligations. The period in which such future obligations may be incurred and secured by this Deed of Trust is the period between the date hereof and that date which is fifteen (15) years from the date hereof. The maximum principal amount, including present and future obligations, which may be secured by this Deed

of Trust at any one time is Fifteen Million Dollars ($15,000,000). Any additional amounts advanced by Beneficiary pursuant to the provisions of the Agreement and this Deed of Trust for the protection of the security granted by this Deed of Trust shall be deemed necessary expenditures. Each such future advance need not be evidenced by a written instrument or notation signed by the Town stipulating that such advance is secured by this Deed of Trust. All future obligations shall be considered to be made pursuant to the requirements of North Carolina General Statutes Section 45-67, et seq., or any amendments thereto. Any future advance secured by this Deed of Trust is subject to the prior written consent of the Beneficiary.

Section 17. Miscellaneous. (a) Notices. All notices, approvals, consents, requests and other communications hereunder shall be in writing and, unless otherwise provided herein, shall be deemed to have been given when delivered or mailed by registered or certified mail, postage prepaid, addressed as follows: (a) if to the Town, at 73 Hunter Street, Post Office Box 250, Apex, North Carolina 27502, Attention: Finance Director; (b) if to the Beneficiary, to Pinnacle Bank, 3515 Glenwood Avenue, Suite 100, Raleigh, North Carolina 27612, Attention: James R. Graham, Senior Vice President; and (c) if to the Deed of Trust Trustee, to Pinnacle Bank, 150 3rd Avenue South, Nashville, Tennessee 37201, Attention: Hugh Queener.

The Town, the Deed of Trust Trustee and the Beneficiary may, by notice given hereunder, designate any further or different addresses to which subsequent notices, approvals, consents, requests or other communications shall be sent or persons to whose attention the same shall be directed.

(b) Substitution of Deed of Trust Trustee. The Town and the Deed of Trust Trustee covenant and agree to and with the Beneficiary that in case the Deed of Trust Trustee, or any successor trustee, shall die, become incapable of acting, renounce his trust, or for any reason the Beneficiary desires to replace the Deed of Trust Trustee, then the Beneficiary may appoint, in writing, a trustee to take the place of the Deed of Trust Trustee; and upon the probate and registration of the same, the trustee thus appointed shall succeed to all rights, powers and duties of the Deed of Trust Trustee. This granting of power to the Beneficiary is coupled with an interest and is irrevocable.

(c) Successors and Assigns. This Deed of Trust shall inure to the benefit of and be enforceable by the Deed of Trust Trustee and the Beneficiary and their respective successors and assigns.

(d) Amendments and Supplements. This Deed of Trust may be amended and supplemented only as provided in the Agreement.

(e) Applicable Law. This Deed of Trust shall be governed by and construed in accordance with the laws of the State of North Carolina.

(f) Execution in Counterparts. This Deed of Trust may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(g) Severability. In the event any term, provision or covenant herein contained or the application thereof to any circumstances or situation shall be invalid or unenforceable in whole

or in part, the remainder hereof and the application of said term or provision or covenant to any other circumstances or situation shall not be affected thereby, and every other term, provision or covenant herein shall be valid and enforceable to the full extent permitted by law.

[signatures to follow]

IN WITNESS WHEREOF, the Town has caused this Deed of Trust to be executed in its name by the Mayor and its seal to be impressed hereon and attested by the Deputy Town Clerk, all as of the date first above written.

TOWN OF APEX, NORTH CAROLINA

[SEAL]

By: _____
Mayor

Attest:

_____
Deputy Town Clerk

ACKNOWLEDGEMENT FOR TOWN

STATE OF NORTH CAROLINA

COUNTY OF WAKE

This ____ day of October, 2021, personally came before me, a Notary Public in and for the said County and State, Tesa Silver, who, being by me duly sworn, says that she is the Deputy Town Clerk of the Town of Apex, North Carolina, a municipal corporation duly organized and validly existing under the laws of the State of North Carolina and acting through the Town Council of said Town, and by authority duly given and as the act of said Town, the foregoing instrument was signed in its name by Jacques K. Gilbert, as its Mayor, sealed with its seal and attested by herself as the Deputy Town Clerk.

WITNESS my hand and notarial seal this ____ day of October, 2021.

(Notarial Seal)

_____
Notary Public

Printed Name:_____

My commission expires:

_____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

BEING all of Lot 2A containing approximately 3.50 acres as shown on that certain plat entitled "Recombination Plat & Temporary Access Easement for The Park at Wimberly" by Stuart E. Plante III, PLS, Robinson & Plante, P.C. Land Surveying, dated February 17, 2021 and recorded in Book of Maps 2021 at Pages 792 and 793, Wake County Registry; reference to said map is hereby made for greater certainty of description.

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: UPDATES BY TOWN MANAGER

Meeting Date: September 28, 2021

Item Details

Presenter(s): Catherine Crosby, Town Manager

Department(s): Administration

Requested Motion

Updates on Town operations by Town Manager Catherine Crosby

Approval Recommended?

N/A

Item Details

N/A

Attachments

- N/A

Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CLOSED SESSION
Meeting Date: September 28, 2021

Item Details

Presenter(s): Laurie Hohe, Town Attorney
Department(s): Legal

Requested Motion

Possible motion to go into closed session to consult with the Town Attorney pursuant to NCGS 143-318.11(a)(3) to discuss the handling of the matter of Caloggero v. Town of Apex.

Approval Recommended?

N/A

Item Details

N/A

Attachments

- N/A