



AGENDA | REGULAR TOWN COUNCIL MEETING

June 14, 2022 at 6:00 PM

Council Chambers - Apex Town Hall, 73 Hunter Street

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

Town Council and Administration

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

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

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

Town Clerk: Allen Coleman, CMC, NCCCC | Town Attorney: Laurie L. Hohe

COMMENCEMENT

Call to Order | Invocation | Pledge of Allegiance

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 Annexation No. 728 - Westchester Commercial LLC - Apex Professional Square

Dianne Khin, Director of Planning and Community Development

CN2 Appointment - Parks, Recreation, and Cultural Resource Advisory Commission

Craig Setzer, Director of Parks, Recreation and Cultural Resources Department

CN3 Baucom Elementary Joint Use Agreement - First Amendment

Craig Setzer, Director Parks, Recreation and Cultural Resources Department

CN4 Capital Project Ordinance - Safe Routes to Schools Project

Amanda Grogan, Budget and Performance Manager

**CN5 Construction Contract Award for Beaver Creek Commons Drive & Zeno Road
Intersection Improvements**

Adam Stephenson, Transportation Engineering Manager

CN6 Design and Development Manual

Shelly Mayo, Planner II, Planning and Community Development

CN7 May 2022 UDO Amendments-Statement

Amanda Bunce, Current Planning Manager, Planning and Community Development

CN8 June 2022 UDO Amendments - CN-SPH

Dianne Khin, Director of Planning and Community Development

CN9 Report of Contract Awards

Steve Maynard, Purchasing & Contracts Manager

CN10 Resolution to Collect Taxes - Chatham County

Vance Holloman, Finance Director

CN11 Resolution to Collect Taxes - Wake County

Vance Holloman, Finance Director

CN12 Rezoning Case 21CZ26 Humie Olive Commercial S&O

Lauren Staudenmaier, Planner II, Planning and Community Development

CN13 Rezoning Case No. 21CZ31 Sears Property PUD S&O

Lauren Staudenmaier, Planner II, Planning and Community Development

CN14 Rezoning Case No. 22CZ01 Arden at Summit Pines PUD S&O

Sarah Van Every, Senior Planner, Planning and Community Development

CN15 Surplus Badge and Personal Protective Equipment - Fire Chief

Jeffrey Maynard, Assistant Fire Chief

CN16 Tax Report

Allen Coleman, Town Clerk

CN17 Transit - ADA Agreement - FY23

Shannon Cox, Long Range Planning Manager, Planning and Community Development

CN18 Transit - Fixed Route Agreement - FY23

Shannon Cox, Long Range Planning Manager, Planning and Community Development

PRESENTATIONS - None

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 FY 2022-2023 Annual Operating Budget & Fee Schedule Adoption

Shawn Purvis, Assistant Town Manager

PH2 FY 2022-2023/2025-2026 Capital Improvement Plan (CIP) Adoption

Shawn Purvis, Assistant Town Manager

PH3 Street Address - Squaw Walden Renaming

Shannon Cox, Long Range Planning Manager, Planning and Community Development

OLD BUSINESS - None

UNFINISHED BUSINESS

UB1 Rezoning Case No. 22CZ03 Sweetwater PUD Amendment - Continued from the April 26th Town Council Meeting.

Amanda Bunce, Current Planning Manager, Planning and Community Development

NEW BUSINESS - None

UPDATES BY TOWN MANAGER

CLOSED SESSION - None

ADJOURNMENT

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 14, 2022

Item Details

Presenter(s): Dianne Khin, Director

Department(s): Planning and Community Development

Requested Motion

Motion to adopt a Resolution Directing the Town Clerk to Investigate Petition Received, to accept the Certificate of Sufficiency by the Town Clerk, and to adopt a Resolution Setting Date of Public Hearing for June 28, 2022, on the Question of Annexation - Apex Town Council's intent to annex the Westchester Commercial, LLC containing 3.641 acres located at 1408 and 1410 Zeno Road, Annexation #728 into the Town's corporate limits.

Approval Recommended?

Yes

Item Details

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

Attachments

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





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

Annexation Petition #728
1408 and 1410 Zeno Road

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

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

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

This the 14th day of June, 2022.

Jacques K. Gilbert
Mayor

ATTEST:

Allen L. Coleman, CMC, NCCCC
Town Clerk



CERTIFICATE OF SUFFICIENCY BY THE TOWN CLERK

Annexation Petition #728
1408 and 1410 Zeno Road

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town of Apex, North Carolina this 14th day of June, 2022.

Allen L. Coleman, CMC, NCCCC
Town Clerk

(Seal)



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

Annexation Petition #728
1408 and 1410 Zeno Road

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

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

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

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

Section 1. A public hearing on the question of annexation of the area described herein will be held at the Apex Town Hall at 6 o'clock p.m. on the 28th day of June, 2022.

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

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

This the 14th day of June, 2022.

Jacques K. Gilbert, Mayor

ATTEST:

Allen L. Coleman, CMC, NCCCC
Town Clerk

Attachment: Legal Description

**Annexation
Legal Description for
"1408 & 1410 Zeno Road"**

BEGINNING at an new iron pipe in the northern r/w of Zeno Road, said new iron pipe having NAD 83 (2011) coordinates N(y): 724,143.11 E(x): 2,038,466.34'; Thence leaving said r/w N 52°18'06" E a distance of 489.69' to a new iron pipe; thence S 38°29'48" E a distance of 32.81' to an existing iron pipe; thence S 02°18'34" W a distance of 193.75 to an existing iron pipe ;thence S 02°18'34" W a distance of 519.58' to an existing iron pipe located in the r/w of Zeno Road; thence along said r/w N 50°35'04" W a distance of 139.83' to a point, thence along said r/w N 39°44'34" W a distance of 292.05' to an Existing Iron Pipe, thence along said r/w N 33°53'26" W a distance of 151.35' to the point of beginning, having an area of 158,594 square feet, 3.641 acres

I, _____, certify that this plat was drawn under my supervision from an actual survey made under my supervision, (if the description recorded in Book _____, page _____, (if any), that the boundaries not surveyed are clearly indicated as shown from information found in Book _____, page _____, that the ratio of precision or positional accuracy as calculated is _____, that this plat was prepared in accordance with G.S. 47-26, as amended. Witness my original hand and the seal of my office this _____ day of _____, 20____.

Professional Land Surveyor
License No. 4855

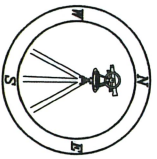
PRELIMINARY

FOR REVIEW PURPOSES ONLY

I hereby certify that I am the owner of the property shown and described herein, and that the same is located in the subdivision jurisdiction of the Town of Apex, North Carolina, and as applicable, certify that this plan complies with building setback lines established by the Town of Apex, Unified Development Ordinance and dedicate all streets, alleys, walks, paths and other sites and easements to public or private use as noted and will maintain the same in accordance with the Town of Apex, Unified Development Ordinance until the Town of Apex, Unified Development Ordinance is amended. Furthermore, I hereby dedicate all electrical systems which are located within the municipal electric service area, sewer and water lines to the Town of Apex.

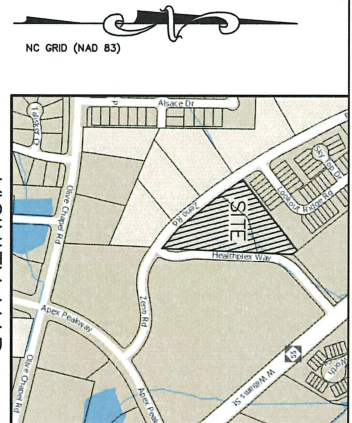
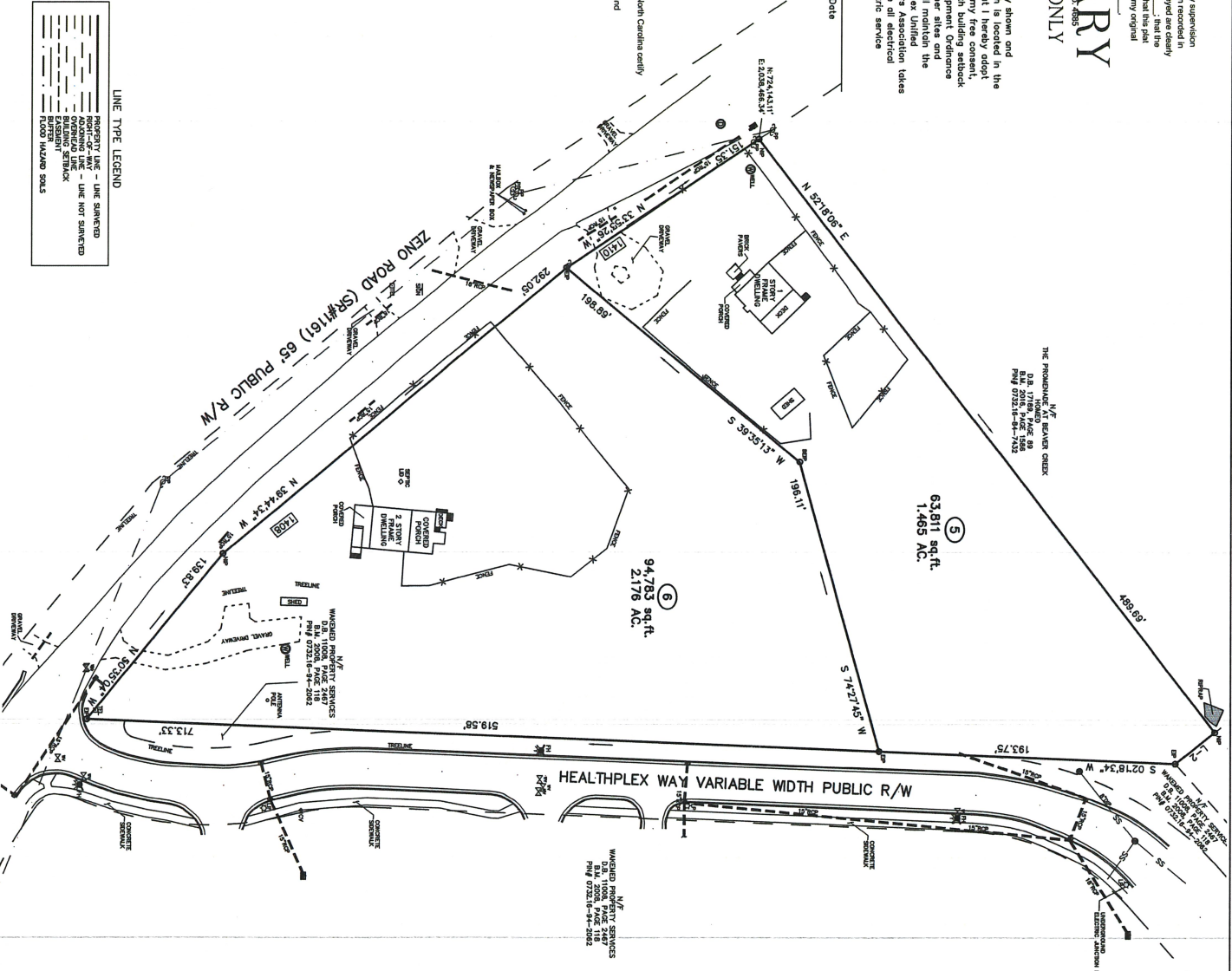
Signature _____ Date _____

Annexation # _____
 Town Clerk, Apex, North Carolina certify this a true and exact map of annexation adopted this _____ day of _____, 20____, by the Town Council, I seal my hand and seal of the Town of Apex.
 Deputy Town Clerk _____ Town Clerk _____



LINE TYPE LEGEND

PROPERTY LINE - LINE SURVEYED
RIGHT-OF-WAY - LINE NOT SURVEYED
OVERHEAD LINE - LINE NOT SURVEYED
SEWER - LINE NOT SURVEYED
WATER - LINE NOT SURVEYED
POWER - LINE NOT SURVEYED
STREET - LINE NOT SURVEYED
RAILROAD - LINE NOT SURVEYED
ROAD - LINE NOT SURVEYED
RAILROAD - LINE NOT SURVEYED
RAILROAD - LINE NOT SURVEYED



LINE TABLE

LINE	BEARING	DISTANCE
1-2	S 89°29'48" E	32.81'

- NOTES:
- THIS PLAT SUBJECT TO ALL EASEMENTS, AGREEMENTS AND RIGHTS OF WAY, RECORDS, AND RECORDS OF RECORDS.
 - UNDERGROUND UTILITIES HAVE BEEN MARKED OR LOCATED BY THE TOWN OF APEX.
 - ALL BEARINGS AND DISTANCES ARE BASED ON THE NAD 83 DATUM.
 - ALL CONTIGUOUS ARE AT 1' INTERVALS HIGHLIGHTED EVERY 5'.

SITE DATA TABLE

TOTAL LOT 5 AREA - 63,811 S.F./1.465 AC.
TOTAL LOT 6 AREA - 94,783 S.F./2.176 AC.
TOTAL AREA TO BE ANNEXED - 158,594 S.F./3.641 AC.

ANNEXATION MAP FOR
TOWN OF APEX

1410 ZENNO ROAD
 LOT 5, PROPERTY OF ED C. HALEY
 OWNER: WESTCHESTER COMMERCIAL, LLC
 REF: D.B. 18846, PAGE 940
 REF: B.M. 1981, PAGE 519
 PIN #0732.16-84-6294

1408 ZENNO ROAD
 LOT 6, PROPERTY OF ED C. HALEY
 OWNER: WESTCHESTER COMMERCIAL, LLC
 REF: D.B. 18846, PAGE 943
 REF: B.M. 1981, PAGE 519
 PIN #0732.16-84-7050

WHITE OAK TOWNSHIP
 WAKE COUNTY, NORTH CAROLINA
 SCALE 1"=50'
 JANUARY 10, 2022
 ZONED OAK-CU

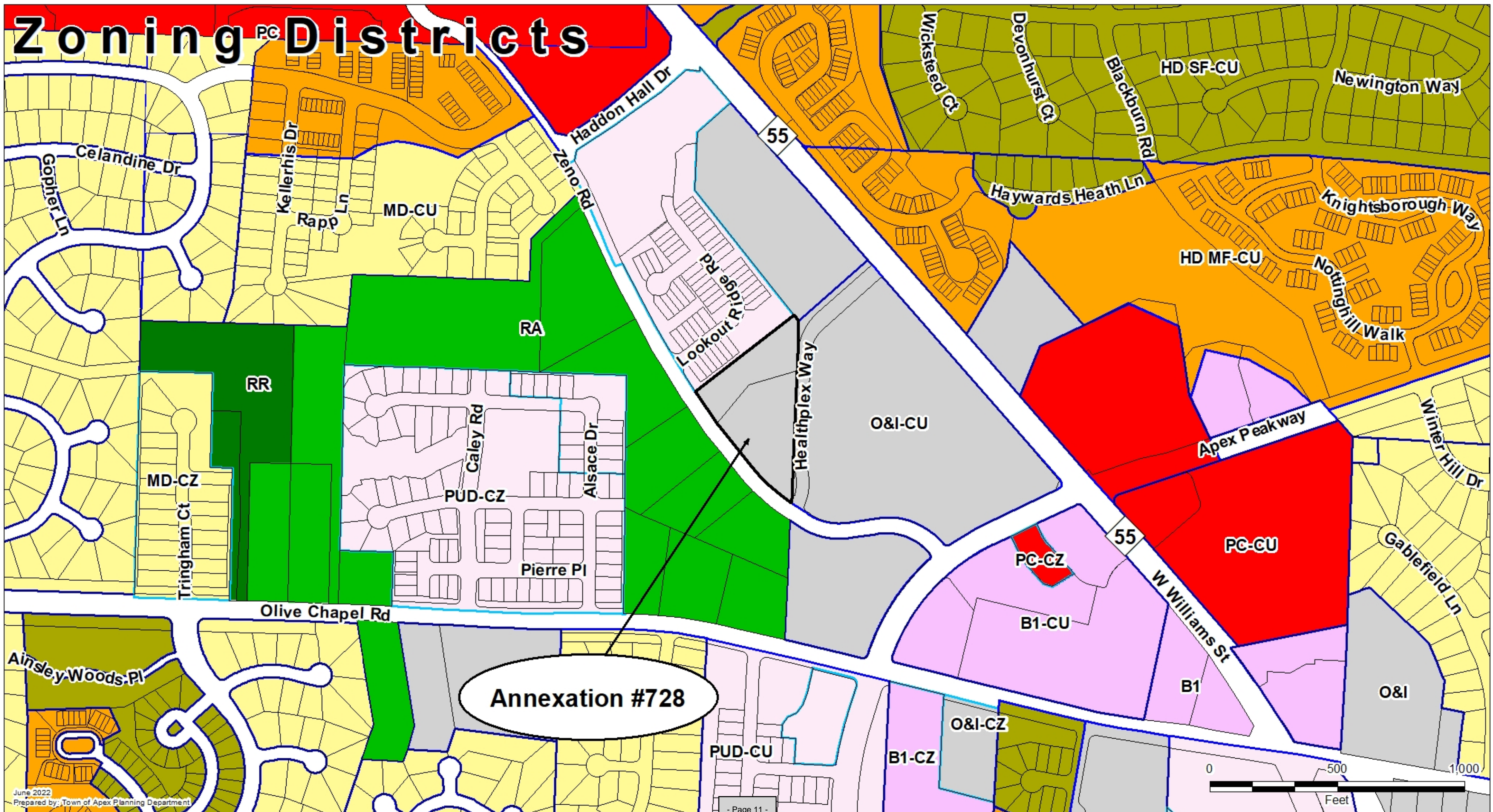


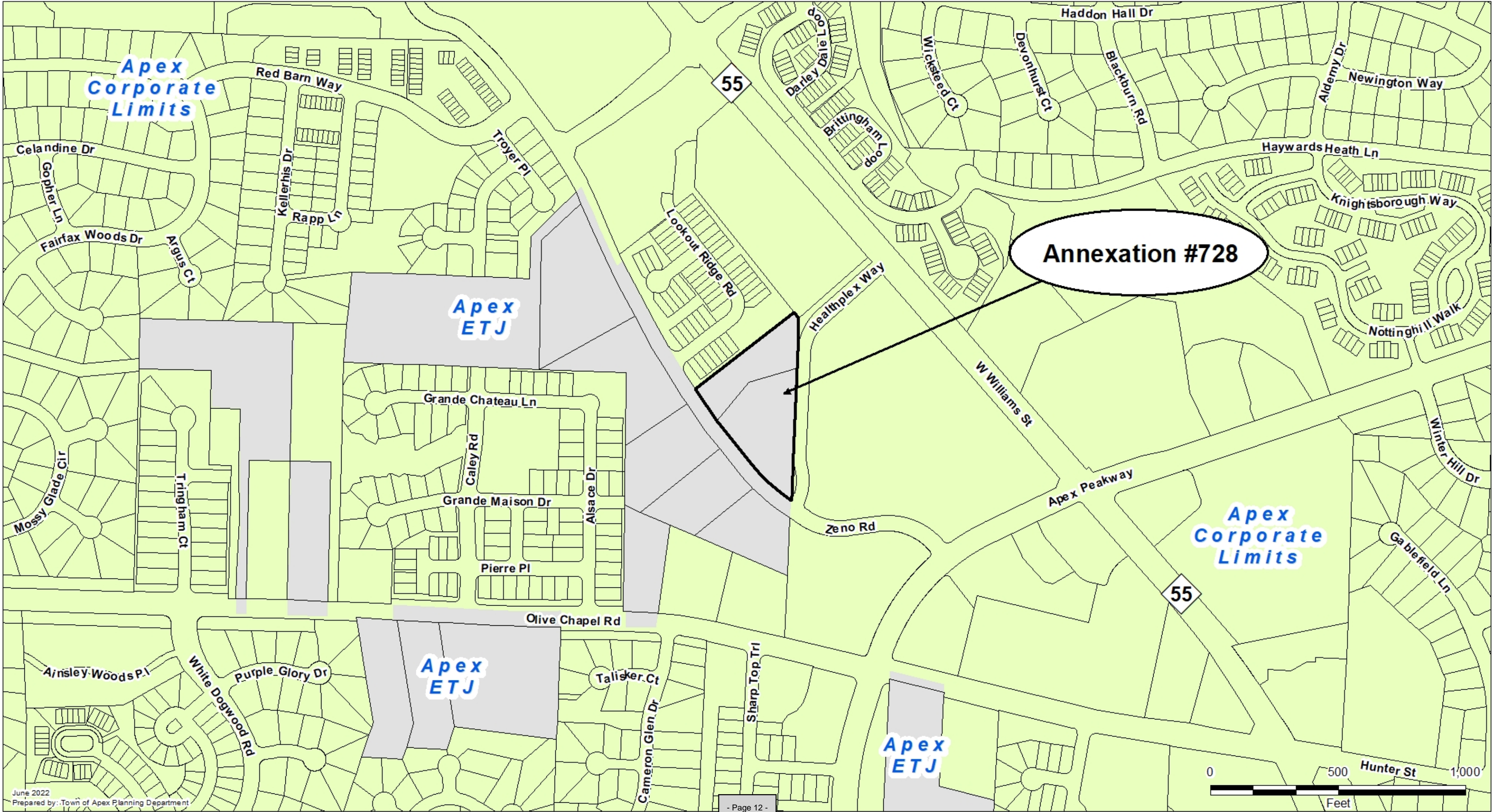
CAWTHORNE, MOSS & PANCIERA, P.C. PROFESSIONAL LAND SURVEYORS, C-15253, 333 S. WHITE STREET, P.O. BOX 1253, WAKE FOREST N.C., 27588, (919) 556-3148



March 2022
February 2022 Aerial Photography
Prepared by: Town of Apex Planning Department

Zoning Districts





I, JORDAN PARKER JR., certify that this plat was drawn under my supervision from an actual survey made under my supervision, (deed description recorded in Book 18846, page 940/943) (other); that the boundaries not surveyed are clearly indicated as drawn from information found in Book N/A, page N/A; that the ratio of precision or positional accuracy as calculated is 1:10,000; that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, license number and seal this 8 day of MARCH A.D., 2022.

DocuSigned by:
Larry Jordan Parker, Jr.
Professional Land Surveyor
#FSDC1951A8410

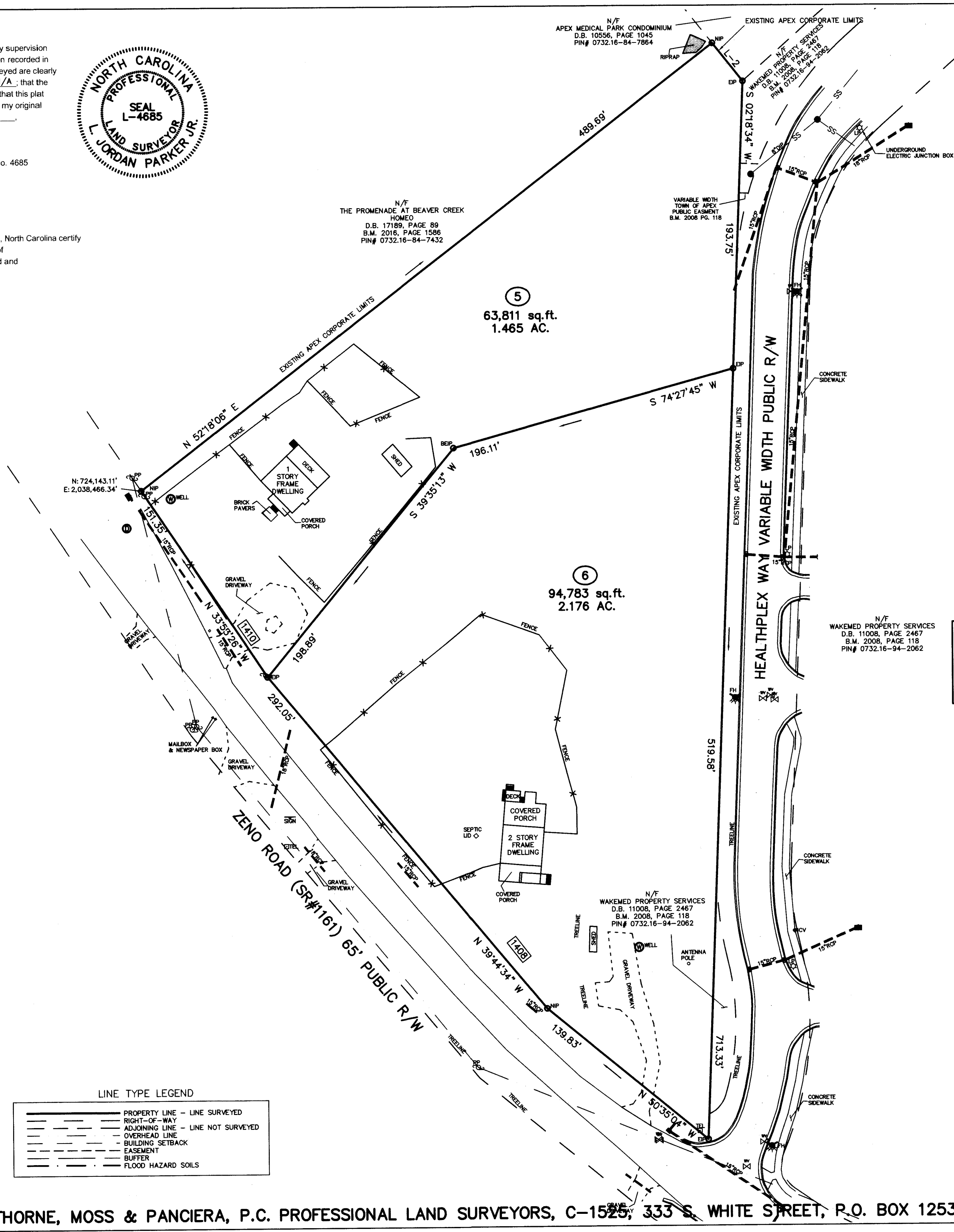
License No. 4685



Annexation # _____

I, _____, Town Clerk, Apex, North Carolina certify this a true and exact map of annexation adopted the _____ day of _____, 20____, by the Town Council. I set my hand and seal of the Town of Apex, _____ Day/Month/Year

_____, _____ Town Clerk



LINE TABLE		
LINE	BEARING	DISTANCE
L-2	S 38°29'48" E	32.81'

NOTES:

1. THIS PLAT SUBJECT TO ALL EASEMENTS, AGREEMENTS AND RIGHTS OF WAY OF RECORD PRIOR TO THE DATE OF THIS PLAT.
2. UNDERGROUND UTILITIES HAVE BEEN MARKED OR LOCATED FOR THIS PLAT.
3. ALL BEARINGS AND DISTANCES ARE HORIZONTAL GROUND MEASUREMENTS.
4. ELEVATION DATUM IS BASED ON NAD 83.
5. ALL CONTOURS ARE AT 1' INTERVALS HIGHLIGHTED EVERY 5'.

LEGEND:

- EIP - EXISTING IRON PIPE
- EIB - EXISTING IRON BAR
- BEIP - BENT IRON PIPE
- BEIB - BENT IRON BAR
- CM - CONCRETE MONUMENT
- EPK - EXISTING PK NAIL
- SPK - SET PK NAIL
- NIP - NEW IRON PIPE SET
- R/W - RIGHT OF WAY
- CATV - CABLE TV BOX
- EB - ELECTRIC BOX
- TEL - TELEPHONE PEDESTAL
- PP - POWER POLE
- OHL - OVERHEAD LINE
- LP - LIGHT POLE
- WM - WATER METER
- WV - WATER VALVE
- CO - SEWER CLEAN-OUT
- CC - CONCRETE
- CB - CATCH BASIN
- MH - MANHOLE
- FH - FIRE HYDRANT

SITE DATA TABLE

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**ANNEXATION MAP FOR
TOWN OF APEX**

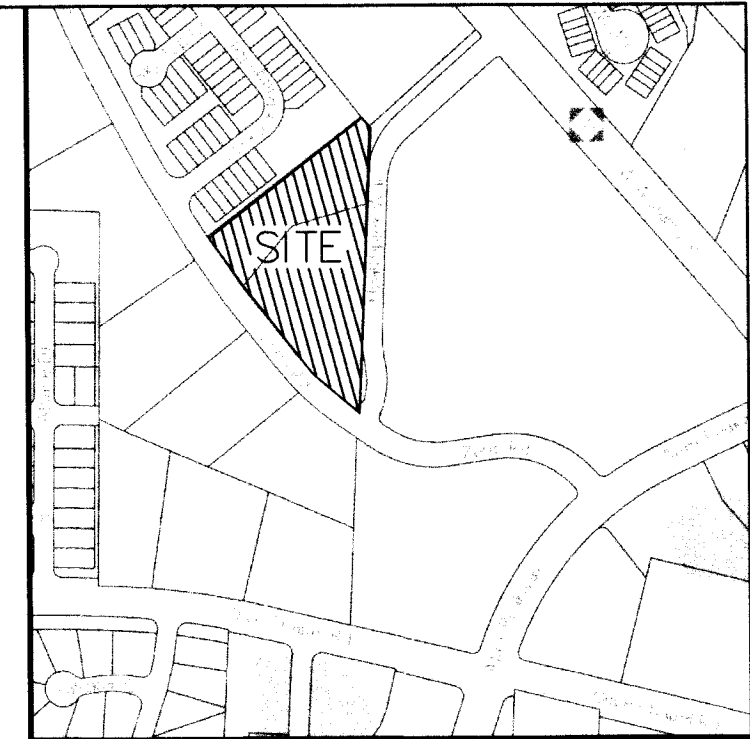
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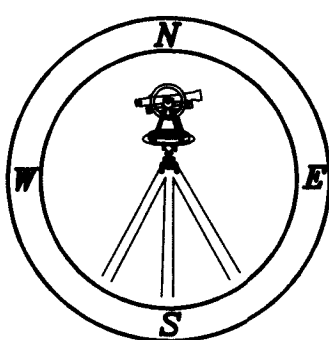
WHITE OAK TOWNSHIP
WAKE COUNTY, NORTH CAROLINA



SCALE 1"=50'
JANUARY 10, 2022
REVISED MARCH 8, 2022
ZONED O&I-CU



VICINITY MAP



LINE TYPE LEGEND

---	PROPERTY LINE - LINE SURVEYED
---	RIGHT-OF-WAY
---	ADJOINING LINE - LINE NOT SURVEYED
---	OVERHEAD LINE
---	BUILDING SETBACK
---	EASEMENT
---	BUFFER
---	FLOOD HAZARD SOILS



CAWTHORNE, MOSS & PANCIERA, P.C. PROFESSIONAL LAND SURVEYORS, C-1525, 333 S. WHITE STREET, P.O. BOX 1253, WAKE FOREST N.C., 27588, (919) 556-3148

PETITION FOR VOLUNTARY ANNEXATION

Town of Apex, North Carolina



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

ANNEXATION FEE: \$200.00

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

HARD COPY SUBMITTAL REQUIREMENTS:

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

ELECTRONIC SUBMITTAL REQUIREMENTS: [IDT Plans](#)

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

REVIEW AND APPROVAL PROCESS:

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

FOR WELL AND/OR SEPTIC FAILURES:

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

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

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

PETITION FOR VOLUNTARY ANNEXATION

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

Application #: _____

Submittal Date: _____

Fee Paid \$ _____

Check # _____

TO THE TOWN COUNCIL APEX, NORTH CAROLINA

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

OWNER INFORMATION

Westchester Commercial, LLC

0732847050

Owner Name (Please Print)

Property PIN or Deed Book & Page #

919-633-0681

SONIA@WPPRALEIGH.COM

Phone

E-mail Address

Westchester Commercial, LLC

0732846294

Owner Name (Please Print)

Property PIN or Deed Book & Page #

919-633-0681

SONIA@WPPRALEIGH.COM

Phone

E-mail Address

Owner Name (Please Print)

Property PIN or Deed Book & Page #

Phone

E-mail Address

SURVEYOR INFORMATION

Surveyor: Cawthorne, Moss & Panciera, PC

Phone: (919) 556-3148

Fax: (919) 554-1370

E-mail Address: jordan@cmppls.com

ANNEXATION SUMMARY CHART

Property Information		Reason(s) for annexation (select all that apply)	
Total Acreage to be annexed:	3.641	Need water service due to well failure	<input type="checkbox"/>
Population of acreage to be annexed:		Need sewer service due to septic system failure	<input type="checkbox"/>
Existing # of housing units:	2	Water service (new construction)	<input checked="" type="checkbox"/>
Proposed # of housing units:	0	Sewer service (new construction)	<input checked="" type="checkbox"/>
Zoning District*:	O & I (CU)	Receive Town Services	<input checked="" type="checkbox"/>

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

PETITION FOR VOLUNTARY ANNEXATION

Application #: _____

Submittal Date: _____

COMPLETE IF SIGNED BY INDIVIDUALS:

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

Please Print

Signature

Please Print

Signature

Please Print

Signature

Please Print

Signature

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

Notary Public

SEAL

My Commission Expires: _____

COMPLETE IF A CORPORATION:

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

Corporate Name _____

SEAL

By: _____

President (Signature)

Attest: _____

Secretary (Signature)

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

Notary Public

SEAL

My Commission Expires: _____

PETITION FOR VOLUNTARY ANNEXATION

Application #: _____

Submittal Date: _____

COMPLETE IF IN A LIMITED LIABILITY COMPANY

In witness whereof, WESTCHESTER COMMERCIAL 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____.

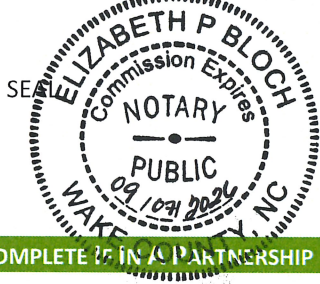
Name of Limited Liability Company WESTCHESTER COMMERCIAL, LLC

By: _____

Signature of Member/Manager

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Elizabeth Bloch, a Notary Public for the above State and County, this the 14th day of February, 2022.



Notary Public

My Commission Expires: 9/7/2026

COMPLETE IF IN A PARTNERSHIP

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

Name of Partnership _____

By: _____

Signature of General Partner

STATE OF NORTH CAROLINA
COUNTY OF WAKE

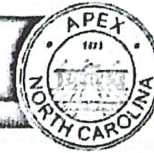
Sworn and subscribed before me, _____, a Notary Public for the above State and County, this the ____ day of _____, 20____.

Notary Public

SEAL

My Commission Expires: _____

PETITION FOR VOLUNTARY ANNEXATION Town of Apex, North Carolina



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

ANNEXATION FEE: \$200.00

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

FOR WELL AND/OR SEPTIC FAILURES

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

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

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

PETITION FOR VOLUNTARY ANNEXATION

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

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

TO THE TOWN COUNCIL APEX, NORTH CAROLINA

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

OWNER INFORMATION

Westchester Commercial, LLC	0732847050
Owner Name (Please Print)	Property PIN or Deed Book & Page #
1919-633-0681	SONIA@WPPRALEIGH.COM
Phone	E-mail Address
Westchester Commercial, LLC	0732846294
Owner Name (Please Print)	Property PIN or Deed Book & Page #
1919-633-0681	SONIA@WPPRALEIGH.COM
Phone	E-mail Address
Owner Name (Please Print)	Property PIN or Deed Book & Page #
Phone	E-mail Address

SURVEYOR INFORMATION

Surveyor: Cawthorne, Moss & Panciera, PC
Phone: (919) 556-3148 Fax: (919) 554-1370
E-mail Address: jordan@cmppls.com

ANNEXATION SUMMARY CHART

Property Information	Reason(s) for annexation (select all that apply)
Total Acreage to be annexed: <u>3.641</u>	Need water service due to well failure <input type="checkbox"/>
Population of acreage to be annexed: _____	Need sewer service due to septic system failure <input type="checkbox"/>
Existing # of housing units: <u>2</u>	Water service (new construction) <input checked="" type="checkbox"/>
Proposed # of housing units: <u>0</u>	Sewer service (new construction) <input checked="" type="checkbox"/>
Zoning District*: <u>O & I (CU)</u>	Receive Town Services <input checked="" type="checkbox"/>

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

PETITION FOR VOLUNTARY ANNEXATION

Application #:

Submittal Date:

COMPLETE IF SIGNED BY INDIVIDUALS

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

SONIA DASWANI

Please Print

Sonia Daswani

Signature

Please Print

Signature

Please Print

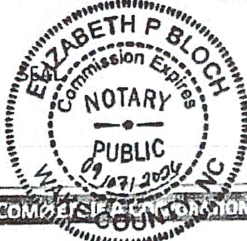
Signature

Please Print

Signature

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Elizabeth Bloch, a Notary Public for the above State and County,
this the 13th day of January, 2022



Elizabeth Bloch

Notary Public

My Commission Expires: 9/7/2026

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

Corporate Name

SEAL

By:

President (Signature)

Attest:

Secretary (Signature)

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

Notary Public

SEAL

My Commission Expires: _____

PETITION FOR VOLUNTARY ANNEXATION

Application #: _____

Submittal Date: _____

COMPLETE IF IN A LIMITED LIABILITY COMPANY

In witness whereof, Westchester Commercial 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 11 day of January, 2022.

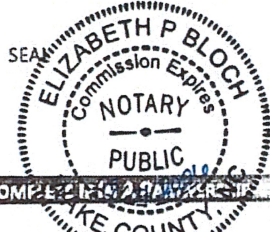
Name of Limited Liability Company Westchester Commercial LLC

By: _____

Signature of Member/Manager

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Elizabeth Bloch, a Notary Public for the above State and County, this the 11th day of January, 2022.



My Commission Expires: 09/07/2024

COMPLETE IF IN A PARTNERSHIP

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

Name of Partnership _____

By: _____

Signature of General Partner

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

Notary Public

SEAL

My Commission Expires: _____

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 14, 2022

Item Details

Presenter(s): Craig Setzer, Director Parks, Recreation and Cultural Resources Department

Department(s): Parks, Recreation and Cultural Resources Department

Requested Motion

Motion to reappoint Darryl Lanier, Matthew Carusona and Jeff Roach as regular members, and to appoint Alan Buck as Chair and Darryl Lanier as Vice-Chair.

Approval Recommended?

Yes

Item Details

The regular terms of Darryl Lanier, Matthew Carusona and Jeff Roach will be ending as of June 2022. The three of them submitted interest forms to be reappointed for another three-year term (July 2022-June 2025). Each of the members have a wealth of knowledge about our current projects, have been integral in the visioning of the Master Plan update, have a passion for the department and its future development.

Per ordinance section 15-2 the chair and vice-chair of the commission shall be appointed to a term of one year. Alan Buck is being recommended to serve as Chair and Darryl Lanier as Vice-Chair until June 2023.

Attachments

- Cognito Interest Forms - Darryl Lanier, Matthew Carusona and Jeff Roach



Parks & Recreation Advisory Commission

Advisory Board Interest Form

Candidate Contact Information

Legal Name

Darryl A Lanier

Preferred First Name**Address**

108 Moss Mountain Lane, Apex, North Carolina 27539

Email**Mobile Phone****Alternate Phone (work/home)****Do you live within the Apex town limits?**

Yes

Background Information

Current Employer

Yelverton's Enrichment Services, Inc.

Current Job Title

Regional Program Director

Tell us why you would like to serve?

I'm excited to continue to be directly involved with the growth of the Town of Apex as well continue to learn and then educate others on the changes going on where we work, live and play.

Please list any education, special skills, or experience you have that would be useful while considering this form.

Bachelor of Science degree in Physical Education

High School and Travel Basketball coach or 20+ years.

Qualified Mental Health Professional for 15+ years

If you now serve, or have previously served on any town boards, commissions or committees, please list the committees and dates served.

Apex Parks and Recreation Advisory Commission

Parks & Recreation Advisory Commission

Advisory Board Interest Form

Candidate Contact Information

Legal Name
Jeffrey Roach

Preferred First Name
Jeff

Address
905 Newington Way, Apex, North Carolina 27502

Email

Mobile Phone

Alternate Phone (work/home)

Do you live within the Apex town limits?
Yes

Background Information

Current Employer
Peak Engineering & Design, PLLC

Current Job Title
President

Tell us why you would like to serve?

As a current member of the PRCR Advisory Commission, there is a lot of work that is left to be completed. A new Master Plan, recent park land acquisition, subdivision recreation fees for new and expanded parks, and planning for the long-term success for all Apex residents are items where input is needed. Continuing to serve my community as a member of the Commission is something where my input can be used to recommend policies to Council which will serve the long-term goals of the Parks & Recreation Department.

Please list any education, special skills, or experience you have that would be useful while considering this form.

As a Professional Engineer, I am keenly aware of the ongoing challenges of growth within the community. Understanding how development projects are reviewed and approved while also understanding the benefits to improving existing parks, adding new parks, and long-range planning for future park expansion is critical to the current Parks & Recreation initiatives. My experience with the PRCR Advisory Commission and the Commission's interaction with the public is invaluable to support a strong Parks programs in Apex.

If you now serve, or have previously served on any town boards, commissions or committees, please list the committees and dates served.

Current member of the Parks, Recreation, and Cultural Resources Advisory Commission
2045 Land Use Plan committee (aka Advance Apex: The 2045 Plan)
Highway 55 corridor committee

Parks & Recreation Advisory Commission

Advisory Board Interest Form

Candidate Contact Information

Legal Name

MATTHEW R CARUSONA

Preferred First Name

Matt

Address

1401 GRAPPENHALL DR, APEX, North Carolina 27502

Email**Mobile Phone****Alternate Phone (work/home)****Do you live within the Apex town limits?**

Yes

Background Information

Current Employer

NC Recreation and Park Association

Current Job Title

Director of Programs and Marketing

Tell us why you would like to serve?

As an avid park user and engaged citizen, I am looking for an opportunity to serve my town by applying my skills and knowledge in Parks and Recreation. I grew up spending time at local parks, summer camps, and playing recreational sports, and I want to help Apex's department grow and excel with the rest of the town, so my two young children and everyone else in Apex can have the same recreational opportunities I had. Apex was recently named the third fastest growing community in the country, and the work of this committee, the town council, and Parks and Recreation Staff will only expand. Because I work in parks and recreation, I understand that the business of parks and recreation is evolving and that alternative sources of revenues, business models, and the way parks and recreation departments serve their communities may look completely different in the next 10-15 years. I want to bring my skills, my broad range of knowledge, my education (Masters in Parks, Recreation and Tourism), and my strong network of professionals nationally to support the committee's work. Additionally, service to my community is important to me; volunteering was a big part of my early career as I spent two years as an AmeriCorps member working with the Common Ground Youth Center and Inter-Faith Food Shuttle, now I want to volunteer in my community and get more involved with Apex by serving on the Parks & Recreation Advisory Committee.

As a leader in Parks and Recreation for the state, I believe I will bring a wealth of knowledge, resources, and a national network of Parks and Recreation departments and professionals I can tap into for knowledge to support the work of Apex Parks and Recreation. Additionally, when I earned my Master's Degree in Parks, Recreation, Sport, and Tourism Management from NC State University. For many of my graduate projects, I used the town of Apex Parks and Facilities, which helped me to gain a good understanding of the department and its assets. I am hoping to have the opportunity to serve my community by bringing my knowledge and skills to continue helping Apex Parks and Recreation in its continued growth.

Please feel free to contact me if you need further information or a copy of my resume. You can also find more of my professional experience on my LinkedIn page here: www.linkedin.com/in/carusona

Please list any education, special skills, or experience you have that would be useful while considering this form.

In May 2018 I received my Master's Degree in Parks Recreation and Tourism Management from NC State University. For many of my graduate projects, I used the town of Apex Parks and Facilities, which helped me to gain a good understanding of the department and its assets. At NC State University, I served as an officer for the PRTM Graduate Student Association (GSA). I recently served on neighborhoods HOA and have just finished serving on the communications committee for NC Land for Tomorrow, advocating for the Parks and Recreation Trust Fund(PARTF), which supports state and local parks. In 2003 and 2007 Apex was able to benefit from PARTF by receiving \$250,000 and \$277,865 Grants to support the Holleman Tract Acquisition and Beaver Creek Parkway - Phase 1B. In my current job at the NC Recreation and Park Association (NCRPA), I am the Program and Marketing Director, where I oversee all programs, special events, DEI work, marketing, communications, technology, outreach, and member engagement initiatives, working to grow NCRPA's membership of over 5,000 members. At NCRPA, I also manage professional development initiatives, including workshops, and our Annual State Conference. Committee member of the Catastrophic Sports Injury Stakeholder Group (CSISG) and Carolinas Heat-Health Coalition, member of the National Recreation and Park Association, NC Recreation and Park Association, and American Marketing Association. I have been a Certified Parks and Recreation Professional since 2012. I have presented at NRPA's annual conference, teaching sessions on marketing and social media, technology, and project management. I have also presented at various conferences and events across the country, including the Brand+Aid Marketing Summit in Arlington, Texas, and the Maryland Parks and Recreation Association conference. In my role at NCRPA, I direct various projects with statewide scope. These projects include the Statewide Athletics Committee(SWAC) and Tournament, Parks and Recreation Ambassador Program, Professional Learning Communities, NCRPA Wellness, and Diversity Initiatives. I have developed and managed various grant and partner programs, which included working with the Carolina Panthers, USA Football, Major League Baseball, Outdoor Nation, the Local Government Federal Credit Union, Blue Cross Blue Shield of North Carolina, NC Parks, Recreation Resource Services, and various stakeholders across NC. I also served as State Chair for NFL's Punt Pass and Kick Program and MLB's Pitch, Hit and Run Program. Before joining NCRPA, I worked for the Town of Chapel Hill Parks and Recreation Department. In my role, I researched and identified potential event opportunities; provided information, and responded to citizen, community, and businesses concerns regarding events. I worked to provide high-quality festivals and events that engaged the citizens of Chapel Hill and the region. In this role, I helped lead the Special Events Task Team, which helped coordinate the efforts of multiple town and county departments, the university, and area stakeholders. You can find my resume and more info about my skills at <https://www.linkedin.com/in/carusona/>

If you now serve, or have previously served on any town boards, commissions or committees, please list the committees and dates served.

Parks, Recreation and Advisory COmmittee - 2019-2022 (Ends June)
Zero Vision Committee - PRC Liason - Current

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 14, 2022

Item Details

Presenter(s): Craig Setzer, Director Parks, Recreation and Cultural Resources Department

Department(s): Parks, Recreation and Cultural Resources Department

Requested Motion

Motion to approve the First Amendment to the Baucom Elementary School Level 4 Use Agreement between the Town and Wake County Board of Education and authorize the Town Manager to execute the same.

Approval Recommended?

Yes

Item Details

Baucom Elementary School is being renovated in the coming year. Due to site changes an amendment to the current Joint Use Agreement between the Town of Apex and Wake County Public Schools is necessary. Within the agreement there is also an extension of the initial (25) year Agreement which established an end date of June 30, 2032, for an additional twenty-five (25) year term which will establish a new end date of June 30, 2057.

Attachments

- Amendment Agreement
- Existing Agreement



STATE OF NORTH CAROLINA

WAKE COUNTY

FIRST AMENDMENT TO LEVEL 4 JOINT USE AGREEMENT FOR THE BASEBALL
FIELD, MULTIPURPOSE FIELD, GRAVEL WALKING TRACK, HARD COURT PLAY
AREA, 3-5 PLAYGROUND, DESIGNATED PARKING AREA AND DRIVE ACCESS
AT BAUCOM ELEMENTARY SCHOOL

The Wake County Board of Education, hereinafter referred to as “Board,” and the Town of Apex, hereinafter referred to as “Town” agree to the following amendments to the LEVEL 4 JOINT USE AGREEMENT FOR THE BASEBALL FIELD, MULTIPURPOSE FIELD, GRAVEL WALKING TRACK, HARD COURT PLAY AREA, 3-5 PLAYGROUND, DESIGNATED PARKING AREA AND DRIVE ACCESS AT BAUCOM ELEMENTARY SCHOOL made and entered into between the parties on July 1, 2007 (the “Agreement”):

WITNESSETH:

WHEREAS, Town and Board entered into the Agreement referenced hereinabove to confirm the rights and responsibilities of the parties for the development, maintenance, joint use and programming of certain recreational improvements on the Baucom Elementary School (School) campus; and

WHEREAS, Town and Board have a mutual interest in providing adequate programming facilities for Board and Town joint use for community parks and recreation; and

WHEREAS, Town and Board have successfully operated the Board facilities as agreed upon and approved by all Parties in the original Agreement; and

WHEREAS, as part of its Capital Improvement Plan, Board has funded and is undertaking a major renovation project for the School campus which will include a site redesign and building replacement and that will require temporary campus closure and relocation of the teachers, students and staff to another facility; and,

WHEREAS, as a result of the Board project, all of Town’s licensed areas as described in Section 5 of the Agreement will be directly impacted by construction, will be relocated to some extent and will be unavailable during the project which will effect Town activity programming and scheduling; and

WHEREAS, Board has timely notified Town of the planned new construction and renovations on Board property that are necessary to meet educational program needs; and

WHEREAS, Board has collaborated with Town and consulted in the planning and design of the major renovation project to coordinate the improvement and relocation of the Town Licensed Areas to support future programming of the facilities for Board and Town joint use for community parks and recreation; and

WHEREAS, Board anticipates that the project construction activities will proceed on or about February 15, 2023, and that project substantial completion will occur in time to support School reopening for the 2024-2025 school year, during which period shared use under the Agreement will be tolled; and

WHEREAS, upon undertaking operations pursuant to the Agreement, the parties have collaboratively identified certain aspects of the Agreement for which minor modifications are needed to provide clarity as to the parties' respective rights and responsibilities un the Agreement from and after Board's completion of the major renovation project; and

WHEREAS, Section 2 of the Agreement provided for an initial twenty-five (25) year term from the date of execution, which Town and Board desire to extend to continue its successful relationship; and

WHEREAS, in the interest of providing the best service with the least possible expenditure of public funds, cooperation between the Town and Board is necessary; and

WHEREAS, this Agreement is entered into pursuant to North Carolina General Statutes, Article 20, Part 1 of Chapter 160A.

NOW, THEREFORE, in consideration of the mutual goals and promises contained herein, and the mutual benefits to result therefrom, the Parties agree to amend the Agreement in the following manner:

1. Amendment of Section 2. To continue their successful joint use relationship, Town and Board agree to extend the initial twenty-five (25) year term of the Agreement which establishes an end date of June 30, 2032, for an initial twenty-five (25) year term which will establish a new end date of June 30, 2057.
2. Amendment of Section 5: The parties agree that Section 5 of the Agreement shall be stricken and replaced in its entirety with the following language:

“5. Town's Licensed Areas.

The Board hereby gives and grants to the Town permission to use certain areas at BES (designated as Town Licensed Areas on Attachment B) pursuant to the terms of this Agreement:

- A. Baseball Field with lights
- B. Multipurpose Field
- C. Walking Track Around Multipurpose Field Play Areas
- D. Hard Court Play Area
- E. 3rd-5th Grade Playground
- F. Designated Parking Areas (49 planned spaces) and Drive Access

3. Amendment of Section 16: The parties agree that Section 16 of the Agreement shall be stricken and replaced in its entirety with the following language:

“16. Notices.

All notices, requests, approvals, or consents required to be given hereunder shall be in writing and hand delivered or sent by facsimile; electronic transmission, certified mail, return receipt requested, postage prepaid, or by a national overnight delivery service, and addressed as follows (or to any other address that the party to be notified may have designated to the sender by like notice):

Board: The Board of Education
Wake County Public School System
111 Corning Road, Suite 100
Cary, North Carolina 27518
Attention: Senior Director of Real Estate Service

Town: Town Manager
Town of Apex
P. O. Box 250
Apex, North Carolina 27502

Such notices shall be deemed received on receipt on confirmation of receipt of transmission if sent by facsimile or electronic transmission (or alternatively, in the case of electronic transmission, upon receipt by sender of a responsive e-mail from one or more recipient of the electronically transmitted notice), or upon actual receipt or refusal of delivery if sent via certified mail or overnight delivery service.”

4. Amendment to Section 20.B. (Replacement of Attachment B): Attachment B of the which provides the Diagram Showing Town Licensed Areas as described in Section 20.B. is hereby replaced in its entirety with Exhibit B attached hereto and incorporated by reference.
5. Amendment to Section 21. The parties agree that Section 21 of the Agreement shall be stricken and replaced in its entirety with the following language:

“21. Agreement in Counterparts.

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed an original; such counterparts shall together constitute but one agreement. Delivery by facsimile or by electronic transmission in portable document format (PDF) of an executed counterpart of this Agreement is as effective as delivery of an originally executed counterpart of this Agreement.”

6. Addition of Section 22. The parties agree that a new Section 22 shall be added to the Agreement by insertion in its entirety of the following language:

“22. Effective Date.

The Effective Date of this First Amendment to the Agreement shall be the date of last execution by Town and Board.”

7. In all other respects, except as specifically amended hereinabove, the Agreement remains unchanged and all of its terms remain in full force and effect and as a binding agreement between the parties.

IN WITNESS WHEREOF, Town and Board have each approved this First Amendment and have caused it to be signed and attested by its duly authorized officers for the purposes therein expressed.

WAKE COUNTY BOARD OF EDUCATION

_____(SEAL)
Lindsay Mahaffey, Board Chair

Date

ATTEST:

_____(SEAL)
Superintendent/Secretary

NORTH CAROLINA

WAKE COUNTY

The undersigned, a Notary Public of the County and State aforesaid, hereby certified that Cathy Q. Moore personally appeared before me this day, and being duly sworn by me, acknowledged that she is Superintendent/Secretary of the Wake County Board of Education, and that by authority duly given and as the act of the Board the forgoing instrument was signed by its Chair, sealed with its corporate seal and attested by her as its Superintendent/Secretary.

Witness my hand and notarial seal this ____ day of _____, 2022.

My Commission expires: _____

(SEAL) Notary Public

This instrument has been pre-audited in the manner required by the School Budget and Fiscal Control Act (G.S. 155C-441(a)).

WCPSS Finance Officer

TOWN OF APEX

Town Manager (SEAL)

Date

ATTEST:

Clerk (SEAL)

NORTH CAROLINA

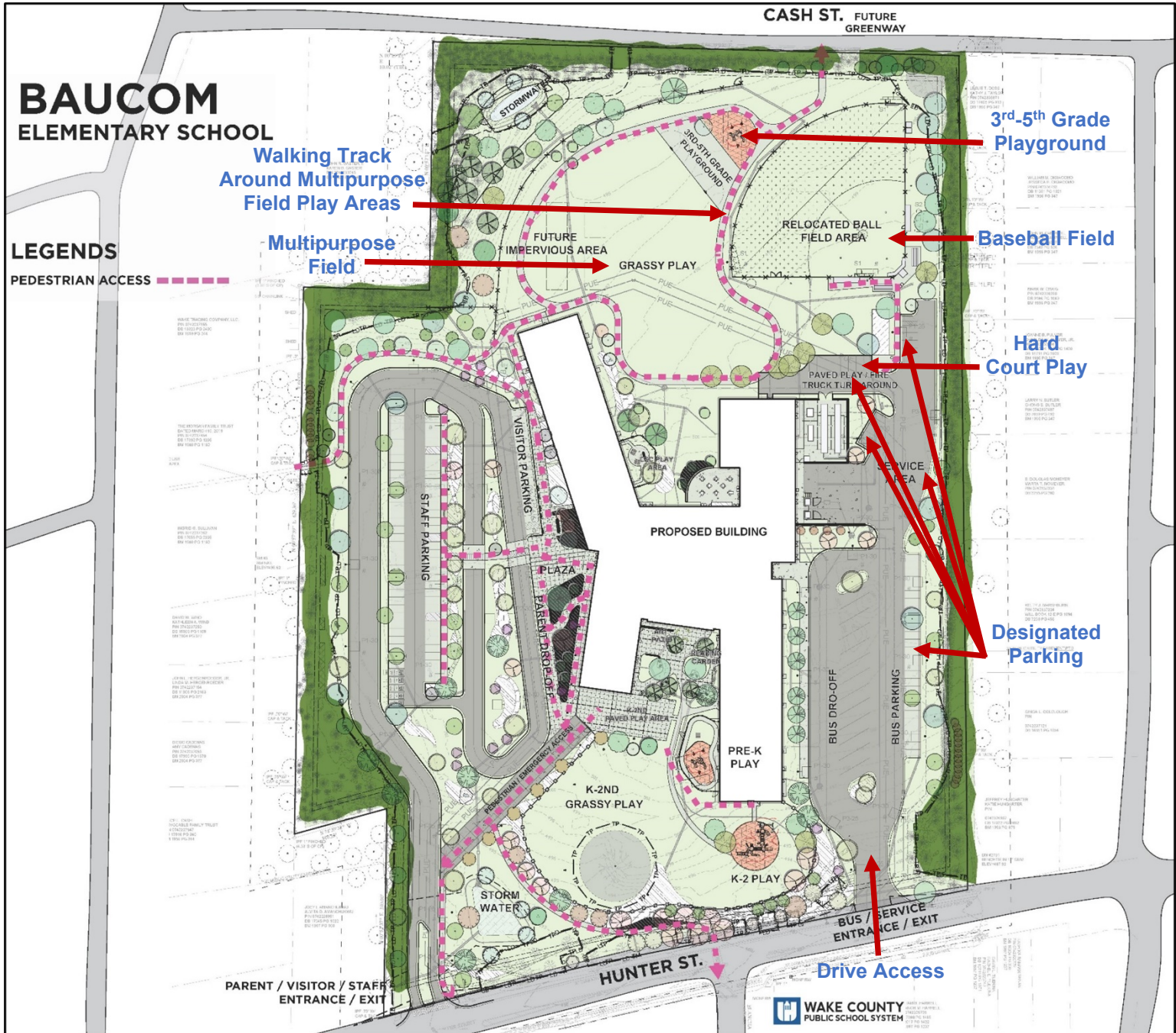
WAKE COUNTY

The undersigned, a Notary Public of the County and State aforesaid hereby certified that _____ personally appeared before me this day and being duly sworn by me acknowledged that he/she is _____ Town Clerk of the Town of Apex, and that by authority duly given and as the act of the Town, the forgoing instrument was signed by its Mayor, sealed with its corporate seal and attested by him/her as its _____ Town Clerk.

Witness my hand and notarial seal this _____ day of _____, 2022.

My Commission expires: _____
(SEAL) _____
Notary Public

Attachment B:
Diagram Showing Town Licensed Areas



**NORTH CAROLINA
WAKE COUNTY**

**LEVEL 4 JOINT USE AGREEMENT
FOR THE BASEBALLFIELD, MULTIPURPOSE FIELD, GRAVEL WALKING TRACK,
HARD COURT PLAYAREA, 3-5 PLAYGROUND, DESIGNATED PARKING AREA
AND DRIVE ACCESS AT BAUCOM ELEMENTARY SCHOOL**

This Agreement for the joint use of the baseball field, multipurpose field, gravel walking track, hard court play area, 3-5 playground, designated parking areas and drive access at Baucom Elementary School (hereinafter referred to as "Agreement") made and entered into the 1st day of July 2007, by and among the **TOWN OF APEX**, a municipal corporation of the State of North Carolina (hereinafter referred to as "Town") and the **WAKE COUNTY BOARD OF EDUCATION** (hereinafter referred to as "Board").

WITNESSETH

THAT WHEREAS, the parties recognize that joint action and cooperation between Board and Town shall ensure that the best facilities and services are provided to the citizens of Wake County with the least expenditure of public funds; and

WHEREAS, Board and Town are mutually interested in quality education and recreation programs for Wake County students and citizens; and

WHEREAS, Board and Town are authorized to enter into agreements with each other to do any and all things necessary or convenient to aid and cooperate in the cultivation of citizenship by providing quality programs and facilities; and

WHEREAS, Town desires to enter into an agreement for the use of Board property; and,

WHEREAS, Board owns certain real property at 400 Hunter Street which is the campus for Baucom Elementary School, (hereinafter referred to as "BES " or "Board Property"); and

WHEREAS, Board and Town desire to jointly use the baseball field, multipurpose field, gravel walking track, hard court play area, 3-5 playground, designated parking areas and drive access at BES for the benefit of the school and community; and

WHEREAS, Board has determined that the areas to be jointly used are not necessary at all times after normal school hours for public school purposes during the term of this Agreement; and

WHEREAS, Town desires to maintain the baseball field, multipurpose field, gravel walking track, designated parking areas and drive access per the Maintenance Charts and Landscape Maintenance Standards located at Attachment A, in exchange for the ability to schedule use when such are not scheduled or needed by the school; and

WHEREAS, Board desires to permit Town to use and to schedule the use of baseball field, multipurpose field, gravel walking track, designated parking areas and drive access at BES, when such are not scheduled or being used by the Board; and

WHEREAS, community use of school property and facilities is encouraged by the Community Schools Act North Carolina General Statute (N.C.G.S.) 115C-203 *et seq.*; and

WHEREAS, Board and Town desire that members of the community shall have access to the baseball field, multipurpose field, gravel walking track, hard court play area, 3-5 playground, designated parking areas, and drive access at BES when not necessary for school purposes, and

WHEREAS, Board and Town are authorized to enter into this Agreement pursuant to the provisions of N.C.G.S. 115C, Article 13; N.C.G.S. 115C-518; N.C.G.S. 115C-524; and N.C.G.S. 160A-274:

NOW, THEREFORE, pursuant to N.C.G.S. 115C, Article 13; N.C.G.S. 115C-524(b); and N.C.G.S. 160A-274 and in consideration of the above-stated desires of the parties and such other mutual promises and covenants as are hereinafter set forth, the Board and Town do hereby agree as follows:

1. Property Description.

A. V. Baucum Elementary School is located at 400 Hunter Street, Apex, North Carolina, and more specifically identified as PIN # 0742332465 and consisting of approximately 17.31 acres.

2. Term.

The term of this Agreement shall be for a period of twenty-five (25) years from the date of execution of the Agreement.

3. Liability.

Town agrees that Board is authorizing the use of its property pursuant to this Agreement, only to the extent permitted by N.C.G.S. 115C-524(b), and that the Board does not hereby incur any liability to the Town or any member of the public for permitting this use. No liability shall attach to the Board of Education, individually or collectively, for any injury suffered by reason of the Town's use or maintenance of Board property pursuant to this Agreement. To the extent permitted by law, the Town shall indemnify, protect, and hold harmless the Board, its agents, and employees from and against claims or damages, including attorney's fees, caused by the negligence or intentional wrongdoing of the Town its agents, invitees, contractors, or employees.

4. Enhancements, Modifications, Renovations, and New Construction on Board Property by Board and Town.

The Board and Town shall consult, plan, and coordinate prior to making improvements to the Town Licensed Areas. The Board may make any enhancements, modifications, renovations, or new construction on Board Property for educational programming needs. The Board may make such enhancements, modifications, renovations, or new construction in its sole discretion without the approval from the Town; however, the Board shall notify the Town that it is making such improvements. The Town shall be responsible for any enhancements, modifications, renovations, or new construction for Town needs; however, the Town shall make no such improvements without the Board or Board designee's prior *written* approval. After the Board approves the plans and schedule for improvement proposed by the Town, the Town shall proceed with the improvements at its expense. The Town shall plan and coordinate such improvements with the Board to ensure that such improvements pursuant to this Agreement are completed with minimum impact on operations of Board property. The Town will be responsible for and shall repair at its sole expense any damage to drive accesses, parking areas, or other Board Property incurred from their construction.

5. **Town's Licensed Areas.**

The Board hereby gives and grants to the Town permission to use certain areas at BES (designated as Town Licensed Areas on Attachment B) pursuant to the terms of this Agreement:

- A. Baseball Field with lights
- B. Multipurpose Field
- C. Gravel Walking Track
- D. Hard Court Play Area
- E. 3-5 Playground
- F. Field Parking Areas and Drive Access (Currently 52 spaces)

6. **Ownership.**

All improvements made to or upon Board Property shall be the property of the Board.

7. **Appropriate Use.**

No use of BES shall be inconsistent with the proper care and preservation of public school property.

8. **Joint Use and Scheduling of Town Licensed Areas.**

The Board and Town agree that use of Town Licensed Areas as shown on Attachment B shall be in accordance with the following conditions and provisions:

A. **Administrative Control.**

- 1. The Superintendent of the Wake County Public School System or designee shall have administrative control of Board Property at all times.
- 2. Normal school hours are defined as daily student and teacher workdays from 7a.m.-6p.m. From time to time, specific school activities, events, or games may end before or extend beyond normal school hours.
- 3. Non-school hours are defined as daily after normal school hours, weekends, holidays, staff vacation days, and during school breaks including spring, summer and winter breaks.

B. **Scheduling and Use.**

- 1. Use of the Town Licensed Areas at BES after normal school hours and after school events shall be in accordance with the following conditions and provisions:
 - a. Field maintenance shall be in accordance with the Maintenance Charts and the Landscape Maintenance Standards located at Attachment A.
 - b. Board and Town designees shall:
 - (1) Coordinate and establish the times available for use at the campus level.
 - (2) Make determinations for field accessibility and use based on turf conditions and safety level.
 - c. Field conditions may limit use.
- 2. Town agrees that the Board shall have first priority for scheduling and use of Board property.
- 3. Town will be allowed to schedule the use of the baseball field, multipurpose field, designated parking areas and drive access at BES during those times that the baseball field, multipurpose field, designated parking areas and/or drive access are not needed for school system activities.
- 4. Board and Town agree to coordinate activities including after-school care programs to allow for field rotation and to maximize the opportunity for Board and Town programmed use.

5. Board and Town agree to meet a minimum of three times per year to coordinate use, establish maintenance schedules, develop and update the BES master calendar as well as evaluate the conditions of the Town Licensed Areas.
 - a. Board and Town shall work together to develop and maintain a master schedule.
 - b. Board and Town shall maintain an on-going, open communication between one another while acting in good faith to build a positive reciprocal relationship.
 6. Board and Town shall designate at least one person as their point-of-contact for communications. Town designee and/or other responsible members shall:
 - a. Participate in the site coordination meeting (at least three times each year.)
 - b. Communicate on a weekly basis to confirm or update the BES master calendar.
 - c. Be responsible for making participants aware of any cancellations or rescheduling of Town activities.
 - d. Be aware of special circumstances such as emergencies or severe weather conditions.
 7. Town agrees to utilize the WCPSS electronic scheduling system once it is made available.
 8. Town use of Board property shall be defined as the following:
 - a. Programs that the Town initiates, directs, schedules, coordinates, and /or funds;
 - b. Maintenance and/or housekeeping tasks performed by the Town pursuant to this Agreement;
 - c. Use of Board Property as an open park by "walk-on" persons or visitors;
 - d. Any other programs or activities that the Town initiates and/or perpetuates.
- C. Inclement Weather.
The Board in its sole discretion will make decisions on when to close its school campuses, including BES, due to emergencies including inclement weather. The Town agrees to comply with the Board's determinations and will not access Board Property on these days.
- D. Supervision and Security of Town Licensed Areas.
1. When Town is using Board Property for its activities, Town will provide appropriate supervision and adhere to all school rules and policies.
 2. Town will provide security as appropriate to provide a safe environment for the participants and protect school system property.
 3. In the event of damage attributed to the Town's use or maintenance, the Town shall make restoration to school property.
 4. During school hours, all maintenance personnel shall make their presence known on site by signing in at the school office upon arrival.
- E. Fees/Charges.
Board and Town agree that, except as expressly stated in this Agreement, there shall be no additional fees and/or charges associated with the Town or Board's use of the Town Licensed Areas unless mutually agreed upon.
- F. Income from Town Programs.
Board and Town agree that the income from Town programs and events operated on Town Licensed Areas that are subject to this Agreement shall go to the Town.
- G. Income from School/Board Programs.
Town agrees that the income from Board programs and events, such as receipts from school ball games or fundraisers, shall go to the Board.
- H. Concession Operations
1. The Board or its operating agent has the right to operate concessions on Board property when used for Board purposes and the proceeds shall go to the Board.
 2. The Town or its operating agent has the right to operate concessions on Town Licensed Areas when used for Town purposes and the proceeds shall go to the Town.
 3. Proceeds from concessions shall be shared by the Board and the Town based upon a mutually agreed upon percentage when operated jointly or when Board and Town events are simultaneously scheduled.

9. Housekeeping, Routine/Preventive Maintenance and Major Repair.

A. General Guidelines

1. Board and Town designees shall discuss maintenance needs and schedules during the site calendar coordination meetings at least three times each year.
2. Upon this signed Agreement, Board and Town designees shall develop a Facility Inspection and Evaluation Checklist, based on the Maintenance Charts and Landscape Maintenance Standards, and establish procedures for emergency maintenance requests.
3. Board and Town shall use the Facility Inspection and Evaluation Checklist to monitor the conditions, identify damage, denote safety issues and repair concerns of the Town Licensed Areas.
4. The Board reserves the right to take any action at any time on BES that the Board in its sole discretion deems necessary related to the goals of this provision.
5. The Town shall be responsible for general cleanup activities, events, and programs to maintain acceptable appearance and required safety levels.
6. Town agrees to comply with the WCPSS recycling procedures and guidelines.
7. Board shall allow time to be scheduled during the school day for Town to have access to the facility to provide routine, preventive maintenance and repairs as prescribed in this Agreement. Maintenance work shall be coordinated between the Board and Town designees to ensure:
 - a. Minimum disruption of the school day.
 - b. Necessary maintenance resources are available.
 - c. Maintenance areas are secured for safety until completion.
8. During school hours, all maintenance personnel shall make their presence known on site by signing in at the school office upon arrival.

B. Baseball and Multipurpose Field Maintenance, Repair, and Renovations.

Town shall maintain per the Landscape Maintenance Standards (Attachment A.2) for athletic turfs. Town shall be solely responsible for routine and major maintenance including but not limited to fertilizing, aerating, seeding, over seeding, mowing, applying herbicide treatments, fence and goal repair or replacement, landscaping, lining of the fields and trash removal. Town shall be responsible for top-dressing of fields, and water drainage issues.

C. Field Lights Maintenance, Repair, and Replacement.

Town shall maintain per the Maintenance Charts and the Landscape Maintenance Standards (Attachment A). Town shall be responsible for routine and major maintenance including general inspections, ballast repair, breaker and bulb replacement as well as replacement of field light fixtures, metal/concrete poles repair or replacement, and electrical wiring.

D. Hard Court Play Area Maintenance, Repair, and Replacement

Board and Town shall maintain per the Maintenance Charts located at Attachment A and replace program materials as prescribed by Board.

E. 3-5 Playground Maintenance, Repair, and Replacement

Board and Town shall maintain per the Maintenance Charts located at Attachment A and replace program materials as prescribed by Board.

F. BES Field Parking Area and Drive Access Maintenance. Board and Town shall share (WCPSS - 70% / Town 30%) the costs for major repair/replacement of asphalt parking area. Town shall be responsible for routine maintenance per the Maintenance Charts and Landscape Maintenance Standards (Attachment A).

10. Utilities.

Town shall be responsible for usage, billing, and timely payment of all utilities (electric, water, sewage, etc.) necessary for the use, maintenance and operation of the baseball field and multipurpose field.

11. Insurance/Liability.

- A. Town shall maintain at all times during the term of this Agreement and during any and every extension thereof public liability insurance in the amount of \$1,000,000 / \$2,000,000, or the minimum amount required by North Carolina State Law, covering personal injury for each accident or occurrence growing out of the Town's use or maintenance of the said Licensed Areas and at least \$1,000,000 or the minimum amount required by North Carolina State Law to cover property damage growing out of each accident or occurrence. The Board shall be named as an additional insured on all insurance policies. The Town shall furnish the Board with evidence of such insurance and of its renewal as the premiums become due. The Town shall provide the Board with thirty days prior written notice of any reduction in coverage or cancellation of such insurance. Town agrees to obtain Fire and Hazard insurance in the amount equal to the replacement value of the insurable structure and areas.
- B. Board and Town are each responsible for insuring replacement value of their respective personal property.

12. Use of Care.

The Town acknowledges that any construction, maintenance, and/or use pursuant to this Agreement will take place on a school site at which children, school employees, and members of the public are present. The Town shall take reasonable care under the circumstances to protect and secure any construction and/or maintenance areas to minimize the possibility of injury to students, staff, and the public. The Town agrees to keep the Town Licensed Areas in a clean and safe condition at all times and to ensure that any equipment, materials, or supplies brought onto the Town Licensed Areas by the Town are properly and safely stored when not in use.

13. Nondiscrimination.

The Town shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, age, religion, or national origin. Neither the Town or its employees shall discriminate against any person or organization on the basis of race, color, creed, sex, age, religion, or national origin by refusing to furnish such person or organization services for privileges offered to or enjoyed by residents of Wake County, nor shall the Town or its employees publicize the facilities provided hereunder in any manner that would directly or inferentially reflect negatively on any person because of race, color, creed, sex, age, religion, or national origin.

14. Nonperformance.

- A. In the event either party should fail to keep, perform or abide by any term, condition or covenant of this Agreement for a period of thirty (30) days after written notice of such failure by the non-breaching party, then in addition to any other remedies available at law or equity, the non-breaching party shall have the right to remedy such nonperformance. In such event, the breaching party shall reimburse the non-breaching party for any expenses incurred by the non-breaching party in effecting such remedy. Such reimbursements shall be due and payable within thirty days after receipt by the breaching party of written notice specifying the amount due. If the Board is the non-breaching party, it may suspend the Town's use and ability to schedule its property until the Town demonstrates to the Board's

satisfaction that the Town has corrected its breach and is fully performing its obligations under the terms, conditions, and covenants of this Agreement.

- B. The Board and Town reserve the right to request a review of action taken pursuant to this Paragraph by the Oversight Committee review appointed by the Superintendent of Wake County Public School System.

15. Default/Termination.

- A. In the event either party should fail to keep, perform or abide by the terms, conditions or covenants of this Agreement for a period of thirty days after written notice of such failure by the non-breaching party, then the non-breaching party may elect to terminate this Agreement upon an additional thirty days written notice. If the Town is the breaching party and Board should exercise this right of termination, then and in that event, Town shall relinquish any interest in any of the improvements made to BES under this Agreement and no reimbursement shall be due. Town shall leave BES in a condition approved by the Board.
- B. The Board reserves the right to terminate this Agreement at any time that the Board in its sole discretion deems the property necessary for school purposes. The Board shall give the Town at least a ninety-day notice. If the Board should exercise this right of termination during the term of this Agreement, then the Board shall reimburse the Town for a pro rata portion of the Town's initial construction costs of any improvements approved by the Board after the execution of this Agreement. Construction costs shall be amortized over the term except that the Town shall not be entitled to reimbursement for maintenance or improvements to parking areas or entrance drives.
- C. The Town reserves the right to terminate this Agreement at any time that the Town in its sole discretion deems necessary and proper. If the Town should exercise this right of termination at any time during the term of this Agreement, then and in that event, Town shall complete any improvements begun on BES and leave BES in a condition that is safe and acceptable to the Board. The Town shall relinquish any interest Town may have in any of the improvements Town has made to Board Property under this Agreement, and no reimbursement shall be due the Town.
- D. The Board and Town reserve the right to request a review of action taken pursuant to this Paragraph by the Oversight Committee appointed by the Superintendent of Wake County Public School System.

16. Notices.

All notices, requests, approvals, or consents required to be given hereunder shall be in writing and hand delivered or sent by certified mail, return receipt requested, postage prepaid, and addressed as follows:

Board: The Board of Education
Wake County Public School System
3600 Wake Forest Road
P. O. Box 28041
Raleigh, NC 27611-8041

Town: Town Manager
Town of Apex
P.O. Box 250
Apex, NC 27502

or to such other address as either party may specify in the manner hereinabove prescribed.

17. Severability.

In the event any term or provision of this Agreement shall be adjudged to be partially or completely invalid or unenforceable, then such term or provision shall be severed from this Agreement, and the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

18. Preservation and Care of Public School Property.

Town agrees to regulate the use of BES consistent with the Board's standards and understanding of how to best maintain the property and to prevent deterioration of the property. The Town may only schedule use of the Town Licensed Areas of BES so long as its use is consistent with the proper care and preservation of the public school property and the maintenance is performed at or above the prescribed standards including those contained in Attachment A.

19. Non-Assignment.

The Town may not assign this Agreement. The Town may schedule and use Board Property only as provided in this Agreement.

20. Entire Agreement.

The Town agrees that this document and its Attachments constitute the entire agreement between the parties and may only be modified by a written mutual agreement signed by the parties. To the extent that there is any conflict between the terms of this Agreement and any prior understanding or agreement between the parties, the terms of this Agreement, including its attachments, shall control. This Agreement fully incorporates the following attachments:

- A. Attachment A
 - A.1 Maintenance Charts
 - A.2 Landscape Maintenance Standards
- B. Attachment B
 - Diagram showing Town Licensed Areas

21. Agreement in Counterparts.

This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Wake County Board of Education has caused this Agreement to be signed by its Chair, attested by its Secretary, and sealed with its seal, and the Town of Apex has caused this Agreement to be signed by its Mayor/Chair, attested to by its Town Clerk/Secretary, and sealed with its seal, by order of the respective governing boards duly given the day and year first written above.

WAKE COUNTY BOARD OF EDUCATION

ATTEST

By: *Patti Head* (SEAL)
Chair

By: *D. J. ...* (SEAL)
Superintendent/Secretary

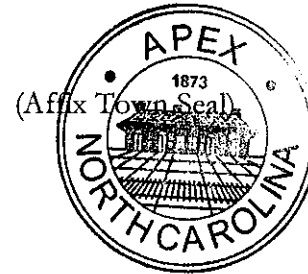


TOWN OF APEX

ATTEST

By: *Heidi A. Weaver* (SEAL)
Mayor

By: *Georgia A. Evangelist* (SEAL)
Town Clerk



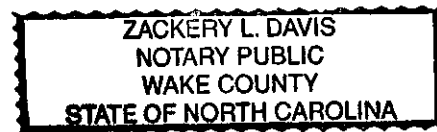
NORTH CAROLINA
WAKE COUNTY

The undersigned, a Notary Public of the County and State aforesaid, hereby certified that *DEL BURNS* personally appeared before me this day, and being duly sworn by me, acknowledged that he/she is Superintendent/Secretary of the Wake County Board of Education, and that by authority duly given and as the act of the Board the forgoing instrument was signed by its chair, sealed with its seal, and attested by him/her as its Superintendent/Secretary.

Witness my hand and notarial seal this *8* day of *JUNE*, 2007.

ZACKERY L. DAVIS
Type or Print Notary Name
Commission expires: *10/30/2010*

Zackery L. Davis
Notary Signature



NORTH CAROLINA
WAKE COUNTY

The undersigned, a Notary Public of the County and State aforesaid hereby certified that *Georgia A. Evangelist* personally appeared before me this day, and being duly sworn by me acknowledged that he *she* is Town Clerk of the Town of Apex, and that by authority duly given and as the act of the Town, the forgoing instrument was signed by its Mayor, sealed with its corporate seal, and attested by him/her as its Town Clerk.

Witness my hand and notarial seal this *25th* day of *JUNE*, 2007.

John M. Braun
Type or Print Notary Name
Commission expires: *Nov 3, 2008*

John M Braun
Notary Signature

Baseball and Multipurpose Fields

Athletic Turfs

Maintenance and Repair Item	Responsible Party for Funding	Responsible Party For Performing Task	Maintenance Classification
Add infield material	T	T	ROUTINE
Aerate	T	T	ROUTINE
Backstops –fabric repair/ replacement	T	T	ROUTINE/MAJOR
Batting Cage(s)	T	T	ROUTINE/MAJOR
Bleachers	T	T	ROUTINE/MAJOR
Dugouts	T	T	ROUTINE/MAJOR
Fertilize (In accordance with Maintenance Standards)	T	T	ROUTINE
Fence repair	T	T	MAJOR
Herbicide – Pre-emergent	T	T	ROUTINE
Herbicide – Spot	T	T	ROUTINE
Infield dragging	T	T	ROUTINE
Infield renovation/rework/disk infield	T	T	MAJOR
Irrigation - Clean, repair, replace heads and valves	T	T	ROUTINE
Irrigation winterization (annually)	T	T	ROUTINE
Landscaping - Lawn maintenance to include edging - Trim trees, shrubs, etc.	T	T	ROUTINE
Line fields	T	T	ROUTINE
Maintenance / Storage building	T	T	ROUTINE/MAJOR
Mowing w/edging, trimming, blowing	T	T	ROUTINE
Replace irrigation controller	T	T	MAJOR
Repair/replace pump assembly	T	T	MAJOR
Score-box	T	T	ROUTINE/MAJOR
Seed, over-seed - 1X/year - Bermuda	T	T	ROUTINE
- 1X/year - Winter Rye	T	T	
Test Soil (Annually)	T	T	ROUTINE
Trash collection and removal	T	T	ROUTINE
Other routine or major maintenance items not mentioned above	T	T	ROUTINE/MAJOR

NOTE:

S = School

T = Town

TBD = To Be Determined

1. Responsible Party has the financial responsibility for personnel, equipment, travel, and supplies to provide the service to maintain the standards.

2. Charts provide a general reference for maintenance requirements and are not intended as an inclusive list of responsibilities. Additional maintenance issues shall be discussed and scheduled during the site's scheduling meetings conducted three times a school calendar year

Field Lights			
Maintenance Item	Responsible Party for Funding	Responsible Party For Performing Task	Maintenance Classification
Breaker, ballast repair and replacement	T	T	ROUTINE
Bulb replacement	T	T	ROUTINE
Electric repairs	T	T	ROUTINE/MAJOR
Fixture replacement	T	T	MAJOR
General inspection	T	T	ROUTINE
Pole replacement	T	T	MAJOR
Pole replacement	T	T	MAJOR
Other routine or major maintenance items not mentioned above	T	T	ROUTINE/MAJOR
Other routine or major maintenance items not mentioned above	T	T	ROUTINE/MAJOR

Field Scoreboards			
Maintenance Item	Responsible Party for Funding	Responsible Party For Performing Task	Maintenance Classification
Bulb replacement	T	T	ROUTINE
Control unit replacement or programming	T	T	ROUTINE
Contractor(s) or manufacturing representative needed	T	T	MAJOR
Control box replacement	T	T	MAJOR
Replace electrical wiring	T	T	MAJOR
Other routine maintenance items not mentioned above	T	T	ROUTINE
Other major maintenance items not mentioned above	T	T	MAJOR
NOTE:			
S = School T = Town TBD = To Be Determined			
1. Responsible Party has the financial responsibility for personnel, equipment, travel, and supplies to provide the service to maintain the standards.			
2. Charts provide a general reference for maintenance requirements and are not intended as an inclusive list of responsibilities. Additional maintenance issues shall be discussed and scheduled during the site's scheduling meetings conducted three times a school calendar year			

Playgrounds/Hard Court Play Area			
Maintenance Item	Responsible Party for Funding	Responsible Party For Performing Task to WCPSS/Town Standards on Board/Town Property respectively	Maintenance Classification
Surface repair/replacement	S	S	ROUTINE
Filter/rack sand	S	S	ROUTINE
Equipment repair - Paint - Pad - Replace	S	S	ROUTINE / MAJOR
Landscape	T	T	
Trash collection and removal	T	T	ROUTINE
Other routine maintenance items not mentioned above	T/S	TBD	ROUTINE
Other major maintenance items not mentioned above	T/S	TBD	MAJOR

Walking Track			
Maintenance Item	Responsible Party for Funding	Responsible Party For Performing Task to WCPSS Standards	Maintenance Classification
Repair and resurface track	S	S	ROUTINE
Weed Control and Edging	T	T	ROUTINE
Landscape	T	T	
Trash collection and removal	T	T	ROUTINE
Other routine maintenance items not mentioned above	T/S	TBD	ROUTINE
Other major maintenance items not mentioned above	T/S	TBD	MAJOR

Note: S = School T = Town TBD = To be determined

1. Responsible Party has the financial responsibility for personnel, equipment, travel, and supplies to provide the service to maintain the standards
2. Charts provide a general reference for maintenance requirements and are not intended as an inclusive list of responsibilities. Additional maintenance issues shall be discussed and scheduled during the site's scheduling meetings conducted three times a school calendar year

Designated Parking Area and Drive Access

Maintenance Item	Responsible Party for Funding	Responsible Party For Performing Task	Maintenance Classification
Lights – bulbs, poles, etc.	S	S	ROUTINE / MAJOR
Landscape (Beds and Trees)	T	T	ROUTINE / MAJOR
Paint parking spaces and directional arrows	S-70% /T-30%	S	ROUTINE
Repair asphalt	S-70% /T-30%	S	ROUTINE
Trash collection and removal	T	T	ROUTINE
Other routine maintenance items not mentioned above	T/S	TBD	ROUTINE
Other major maintenance items not mentioned above	T/S	TBD	MAJOR

Notes: T = Town S = School TBD = To be determined

1. Responsible Party has the financial responsibility for personnel, equipment, travel, and supplies to provide the service to maintain the standards

2. Charts provide a general reference for maintenance requirements and are not intended as an inclusive list of responsibilities. Additional maintenance issues shall be discussed and scheduled during the site's scheduling meetings conducted three times a school calendar year

LANDSCAPE MAINTENANCE STANDARDS

The following Landscape Maintenance Standards were approved by:
Special Committee for Municipal Use of School Fields/Outdoor Facilities – March 29, 2004
WCPSS Superintendent and County Manager - March 31, 2004
Board of Education - May 4, 2004
Committee of the Whole – June 1, 2004

INSPECTIONS

- Turf, plants, trees, etc. to be inspected weekly for detrimental conditions including pest and disease problems, soil problems, etc.
 - Athletic field inspections shall determine any limitations imposed on athletic field use.
 - Hard surfaces to be inspected weekly for structural problems including potholes, cracks, etc.
 - Exterior structures (i.e. gate, flagpoles, dumpster screen) to be inspected weekly for damage.
- Note: Any problems detected shall be reported to appropriate management staff for resolution with copies provided to WCPSS site, Building and Grounds, and Community Schools Department designees.

RECYCLABLE MATERIAL AND TRASH REMOVAL

- Wake County Public School System Recycling Program guidelines shall be utilized in the disposal of recyclable materials.

Weekly:

- Debris will be picked up and removed from lawns, plant beds, sidewalks and paved areas prior to mowing, to insure a clean mowing area.
- Remove all debris around and behind all trash receptacles. Debris and waste materials from work performed to be removed from site unless provisions have been made with maintenance provider and Board designee to use site trashcans or dumpsters.

STADIUM TURF

- Board designee shall evaluate the stadium field and ensure it is maintained at or above the standards listed below and the North Carolina High School Athletic Association field requirements.
- **Ball Field** –Mowing height during the growing season is 1 inch for common Bermuda grass and ¾ inch to 1 inch for hybrid Bermuda grass. Note: During growing season do not allow Bermuda to grow above 1½ inch between mowing. Two or three weekly mowing may be necessary. If grass becomes excessively high during a wet period, cut off ¼” to ½” of the present growth, lowering the mower after 2 to 3 days until desire height is achieved. No single cut shall exceed 33% of growth.

Desired Grass Heights:

Bermuda: Apr through Aug: 1”
Sep through Nov: 1½”
Dec through Mar: 2”

Hybrid Bermuda: Apr through Aug: ¾” - 1”
Sep through Nov: 1” – 1½”
Dec through Mar: 1½” – 2”

- **Lining of Fields** – Straight, sharp lines help define and dress the field. National Federation of State High School Association Regulations and guidance shall apply and be followed. Final field preparation to be coordinated between the school designee and maintenance staff based on scheduled activities and weather conditions.
- **Irrigation** – Water in early morning to a depth determined by the turf type and evaporation transpiration (approximately 6 to 8 inches). Weekly application of about 1¼ inches of water

Attachment A.2

(approximately 640 gallons per inch per thousand square foot). Divots shall be replaced and turf repaired with a topsoil mixture after competitive play prior to irrigation. Sandy soils apply ½ to ¾ inch of water every 3 to 4 days. Do not irrigate two days before heavy use. Minimize field use when wet. Note: Dormant turf may need to be irrigated when warm, windy weather prevails.

- **Soil Cultivation** –Mowing during April until August to remove thatch is essential. Power rake 2 to 3 weeks after the grass turns green. Aerate moist soil monthly beginning 2 weeks after the grass turns green during the growing season using ¾ to 1” diameter tines. Aerate field lengthwise twice and crosswise once. September through March do not power rake or aerate dormant fields until the soil temperature approaches 50° F at a depth of 4 inches. Established turfs with bare spots in excess of 1 square foot shall be cultivated, adding topsoil, replacing sod and/or re-seeded during the sports season. Deep tine aeration should occur twice yearly (spring and fall) at 6” – 12” depth. Area must be kept clear of all debris.
- **Field Rotation** –Rotation to spread the wear on fields is necessary. Creative field layouts shall be utilized to aid in reducing field wear. Band, drill team, and other activities that gouge turf shall be scheduled at various locations of the fields.
- **Fertilization** – No single fertilization program works for all fields. Soil samples shall be taken to determine the precise fertilization requirement. Do not apply more than 1½ lb of nitrogen per thousand square feet (22 lbs per acre) after September 15. (Tissue-testing will reveal the nutrients that are actually taken up by the plant as opposed to soil tests). Several fertilization applications may be required (6 – 10) during growing season at nitrogen rates of no more than 0.5 pounds per 1,000 square feet per application. Initial phosphorus levels should be high with recommended pH for Bermuda grass being between 6 and 7.
- **Over-seeding** – Turf divots shall be filled first. Fields must be over-seeded using pre-germinated grass seed between April – June, then switched to 100 percent perennial ryegrass during September until early December. Over-seeding directly relates to ground temperature, therefore, cut back when the ground temperature reaches 55 degrees.
- **Weed Control** – Apply pre-emergence such as Ronstar (oxadiazon) or Dacthal before the dogwoods are in full bloom. Apply post-emergence such as Dicamba at 0.2 lbs active ingredient per acre (to growing weeds) after Bermuda turns green in the spring. MSMA may be post-applied at 1.5 lbs of active ingredient per acre. Space applications 7 to 10 days apart. If MSMA product does not contain a surfactant, add a nonionic surfactant at 1 quart per 100 gallons of spray solution. Do not have body contact, mow, or water turf for at least 24 hours after application. Treat when the air temperature is between 80° to 90° F when soil is moist.
- **Pest Control and Disease** – Turf shall be monitored regularly to analyze its condition and detect any signs of damage. Altering fertilization, mowing, irrigation program, including spot and/or full application of pest control products may occasionally be required.
 - Upon detection, have a trained horticulturist identify insect, pest or disease existing and submit report of treatment to the maintenance provider and Board designee. .
 - Treatment application must be scheduled in consideration of all users.
- **Renovation and Establishment** - April and May are the preferred months for renovating Bermuda grass fields. Early June is the preferred date for renovating fields by sprigging. Fields should have limited or no use for at least one year after renovation. Established turfs with bare spots in excess of 1 square foot shall be hand cultivated during the sports season by adding topsoil and/or sod. Numerous bare areas in excess of 15% of the playing area may result in limiting play until turf is established. Major renovation shall be scheduled during the sports season. Playing area must be kept clear of all debris.

Attachment A.2

ATHLETIC PLAY/PRACTICE TURF

- **Ball Field Mowing** –Mowing height during the growing season is 1 inch for common Bermuda grass and ¾ inch to 1 inch for hybrid Bermuda grass. Note: During growing season do not allow Bermuda to grow above 1½ inch between mowing. Two or three weekly mowing may be necessary. If grass becomes excessively high during a wet period, cut off ¼" to ½" of the present growth, lowering the mower after 2 to 3 days until desire height is achieved.

Desired Grass Heights:

Bermuda: Apr through Aug: 1"
Sep through Nov: 1½"
Dec through Mar: 2"

Hybrid Bermuda: Apr through Aug: ¾" - 1"
Sep through Nov: 1" – 1½"
Dec through Mar: 1½" – 2"

- **Infield Maintenance** –
 - Inspected daily.
 - Dragging, grooming, and lining of fields performed for scheduled play.
 - Filtered infield materials added as needed.
 - Renovation completed every 5 to 7 years or more frequently as determined by the annual field inspection.
- **Irrigation** – Water in early morning to a depth determined by the turf type and evaporation transpiration (approximately 6 to 8 inches). Weekly application of about 1¼ inches of water (approximately 640 gallons per inch per thousand square foot). Sandy soils apply ½ to ¾ inch of water every 3 to 4 days. Do not irrigate two days before heavy use. Minimize field use when wet. Note: Dormant turf may need to be irrigated when warm, windy weather prevails.
- **Lining of Fields** – Straight, sharp lines help define and dress the field. Cut lines 2 ¾ inches wide and mark them with latex paint or other approved marking paint. Avoid lime. Re-mark lines before each game day. National Federation of State High School Association Regulations and Guidance (when used for high school practice areas) or appropriate league associations guidance shall be followed when applicable. Final field preparation to be coordinated between the school designee and maintenance staff based on scheduled activities and weather conditions.
- **Soil Cultivation** – Mowing lengthwise during April until August to remove thatch is essential. Power rake 2 to 3 weeks after the grass turns green. Aerate moist soil monthly beginning 2 weeks after the grass turns green during the growing season using ¾ to 1" diameter tines. Aerate field lengthwise twice and crosswise once. September through March do not power rake or aerate dormant fields until the soil temperature approaches 50° F at a depth of 4 inches.
- **Field Rotation** –Rotation to spread the wear on fields is necessary. Creative field layouts shall be utilized to aid in reducing field wear. Sunlight angles will also be a consideration in spring/fall field rotations.
- **Fertilization** – No single fertilization program works for all fields. Soil samples shall be taken to determine the precise fertilization requirement. Do not apply more than 1 ½ lbs of nitrogen per square foot. (Tissue-testing will reveal the nutrients that are actually taken up by the plant as opposed to soil tests). Several fertilization applications may be required (6 – 8) during growing season at nitrogen rates of no more than 0.5 pounds per 1,000 square feet per application. Initial phosphorus levels should be high with recommended pH for Bermuda grass being between 6 and 7.
- **Over-seeding** – Turf divots shall be filled first. Fields must be over-seeded using pre-germinated grass seed between April and June, then switched to 100 percent perennial

Attachment A.2

ryegrass during September until early December. Over-seeding directly relates to ground temperature, therefore, cut back when the ground temperature reaches 55 degrees.

- **Weed Control** – Apply pre-emergence such as Ronstar (oxadiazon) or Dacthal (DCPA) before the dogwoods are in full bloom. MSMA may be applied at 1.5 lbs of active ingredient per acre. Space applications 7 to 10 days apart. Apply post-emergence such as Dicamba at 0.2 lbs active ingredient per acre (to growing weeds) after Bermuda turns green in the spring. If MSMA product does not contain a surfactant, add a nonionic surfactant at 1 quart per 100 gallons of spray solution. Do not have body contact, mow, or water turf for at least 24 hours after application. Treat when the air temperature is between 80° to 90° F when soil is moist.
- **Pest Control and Disease** – Turf shall be monitored regularly to analyze its condition and detect any signs of damage. Altering fertilization, mowing, irrigation program, including spot and/or full application of pest control products may be required.
 - Upon detection, have a trained horticulturist identify insect, pest or disease existing and submit report of treatment to the maintenance provider and Board designee. .
 - Treatment application must be scheduled in consideration of all users.
- **Renovation and Establishment** - April and May are the preferred months for renovating Bermuda grass fields. Early June is the preferred date for renovating fields by sprigging. Fields should have limited or no use for at least one year after renovation. . Established turfs with bare spots in excess of 2 square feet shall be cultivated during the sports season by adding topsoil and/or sod. Numerous bare areas in excess of 15% of the playing area may result in limiting play until turf is established. Major renovation shall be scheduled after the sports season. Playing area must be kept clear of all debris.
- **GENERAL TURF (areas other than the stadium and athletic play/practice turfs)**
- **Mowing** - weekly: Cut all grass areas and maintain at height consistent with turf type and weather conditions:
 Bermuda: October through April: 2 ½” **Fescue:** October through April 3” to 3 ½”
 May through Sept.: 2 to 2 ½” May through September 3 ½” to 4”
- **Trimming** - weekly: Trim around all obstacles (sign posts, mulch, etc.) to maintain uniformity to turf height.
- **Edging** - weekly: All curbs, sidewalks, and paved areas edged with a steel blade.
- **Thatch removal**- weekly: All grass clippings and other debris will be removed from site.
- **Storm Drains** – weekly: Must be kept clear of all debris.
- **Frequency exception** – If exception facility exists, frequencies of all work will be mutually agreed upon and defined per facility on separate document.
- **Blowing Off** – After completed work, all hard surfaces must be blown clear of debris. Excessive debris shall not be blown into plant beds or natural areas.
- **Weed Control** - Pre-emergent herbicide to be applied in early spring to all turf areas to help control crabgrass/other weeds germination, and in early Fall for control of winter annual grass weed. Post-emergent herbicide to be applied in Dec.- Jan. and April - June to all turf areas to help control weeds.

PLANT BEDS

- Weekly: Selective or non-selective herbicide to be applied as needed.

NOTE: Manual weed removal should occur in the spring, fall or more frequently i Attachment A.2

HARD SURFACES

- Weekly: Non-selective herbicide to be applied as needed.

NOTE: Manual removal of weeds should occur as necessary in lieu of herbicides in areas where chemicals should not be applied.

- Major maintenance issues (i.e., repainting and/or resurfacing tracks, parking areas, tennis courts, etc.) shall be site specific and shall be determined during the joint use agreement discussions based upon design and amenities.

MULCHING

- Mulch (double or triple shredded hard wood, pine bark, or pine straw) to be maintained at minimum of 3” settled depth, and color must be maintained through replacement or chemical dye application throughout year. Note: No hardwood bark within beds immediately adjacent to or within parking lots.

TREES, GROUND COVER, & SHRUBS:

- Trees, ground cover, and shrubs to be pruned at frequency that maintains appropriate appearance to achieve purpose of original design.
 - Pruning shall be scheduled for the proper time of year or as needed for safety.
 - Trees shall be pruned at least every 3 years minimum.
 - Shrubs trimmed a minimum of 2 times per year.
 - Immediate pruning shall be performed to remove dead, dying, or damaged parts.
 - Ground cover (mulch and pine straw) shall be added to planted areas at least 2 times per year.
- Additional specific standards may be defined by facility on separate documentation.

LEAF REMOVAL

- Leaves to be removed regularly during fall and winter to maintain an attractive appearance to the facility.

DEAD/DYING PLANT MATERIAL

- All plant material dead or dying to be removed immediately.
- Plant replacement is to occur at the appropriate planting time of year.
 - Replacement to occur within two years.

PEST CONTROL

Weekly:

- Monitor entire landscaping for insect, pests, or disease problems.
- Upon detection, have trained horticulturist identify insect, pest or disease existing and submit report of treatment.
- Treatment application must be scheduled in consideration of all users.
 - Application shall be performed during non-school/nonscheduled use hours of operation.
 - Areas must be posted identifying potential hazards.

EQUIPMENT

- Appropriate equipment to be used for landscape maintenance so as to prevent unnecessary damage to turf, plant material, hard surfaces, etc.
- Playground equipment must be inspected on an annual basis and a copy of the ins Attachment A.2 provided to the WCPSS Maintenance and Operations Department.
- Affixed equipment (tennis court support device, volleyball poles, and outdoor netting) shall be inspected on a weekly basis.

AERATION AND OVERSEEDING

- All turf areas to be aerated at 2 ½" depth prior to fertilization and over-seeding. {Fescue: September – October, Bermuda: April - May}
- All turf areas to be over-seeded at rate of 6 lb. per 1,000 sq. ft. {Fescue: September – October, Bermuda: April – June (Bare areas only), Rye: September – October} and as needed for bare areas throughout year.
- All turf to be fertilized: Fescue (3 times in one year at 1 lb. nitrogen per 1,000 sq. ft.)
Bermuda (4 times in one year at ½ - 1 lb. nitrogen per 1,000 sq. ft.)

Recommended intervals:

Fescue

September
November
February

C. Bermuda

May - August (every 3 - 4 weeks)

(There must be a 4-week lapse between each interval.)

SOIL TEST

- Conduct soil test on turf at least bi-annually to determine proper fertilizer and lime needs.
- Conduct soil test as needed for nutrient deficiencies on specific problem turf areas or plant materials.
- A copy of all soil test results and recommendations of nutrients for treatment to be provided to local management and WCPSS (School, Buildings and Grounds Landscaping Division, and Community Schools) prior to application.

COURT SURFACES

- Conduct annual assessment of all curbs, sidewalks, pads, pavers, and asphalt surfaces.
 - No cracks larger than ½".
 - Sweep weekly, pressure washed and/or sand blast as need or at least every two years.
- Provide report of any deficiencies that need repair.
 - Safety issues shall require discontinued use of the area and the immediate identification of the hazard by roping off the area and the scheduling of corrective actions.
- All repairs must meet or exceed original specifications of construction documents and industry standards to maintain a consistent appearance.
- Repaint lines as needed or at least every two years

NATURAL AREAS

- Certain sites with natural areas and/or portions of natural areas must be maintained at least once a year (December – February) and not allowed to naturally secede. Woody growth will be cut down to at least 3"– 4" minimum during winter. Chemical applications can occur during spring (growing season).

3:1> SLOPES

- Certain sites with 3:1> slopes will be cut once a month during growing season.

Attachment A.2

OTHER (Specific maintenance to be defined on separate documents)

- Maintenance for structures (i.e., concession and restroom buildings, shelters, etc.) shall be defined in the Joint Use Agreement or the WCPSS Facility Modification Form.

- Irrigation systems to be maintained to industry standards specific to system at facility.
 - Irrigation shall be in proper working order with head to head coverage.
 - Irrigation system heads shall retract flush to ½” beneath the turf surface and extend a minimum of 1½ “ above turf surface.
- Playground equipment to be maintained to industry standards and kept safe for age groups. It will also be inspected no less than once every 6 months.
 - Copies of the inspection shall be provided to WCPSS, Building and Grounds Department within 30 days of the inspection.
- Signage to be maintained to existing WCPSS, GSA/Field Services sign standards and/or industry codes.
- Wastewater treatment areas will have no chemical application unless pre-approved by maintenance provider and Board designee.
- No restricted use chemicals will be used unless pre-approved certified horticulturist.

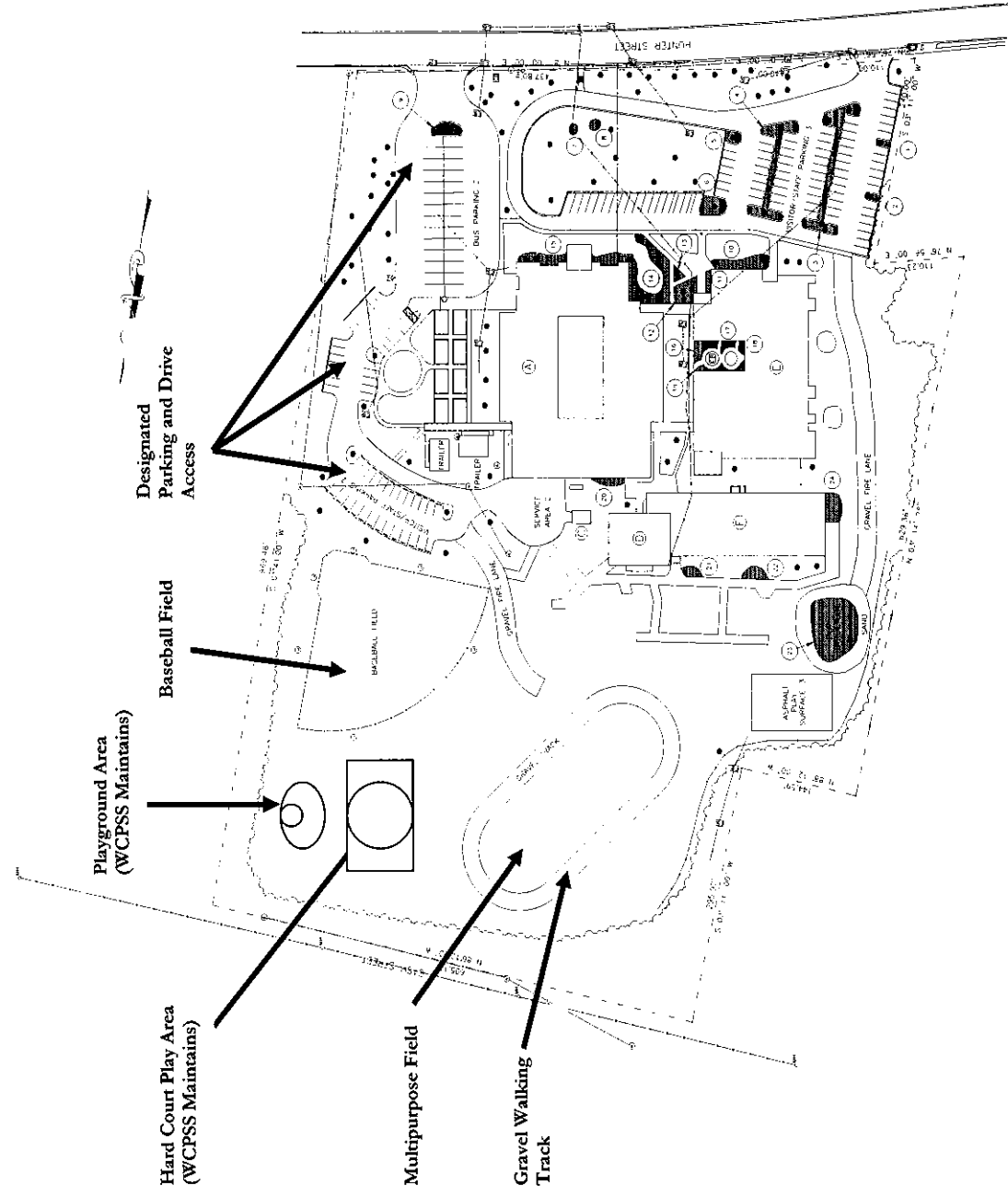


BAUDOM
ELEMENTARY
SCHOOL

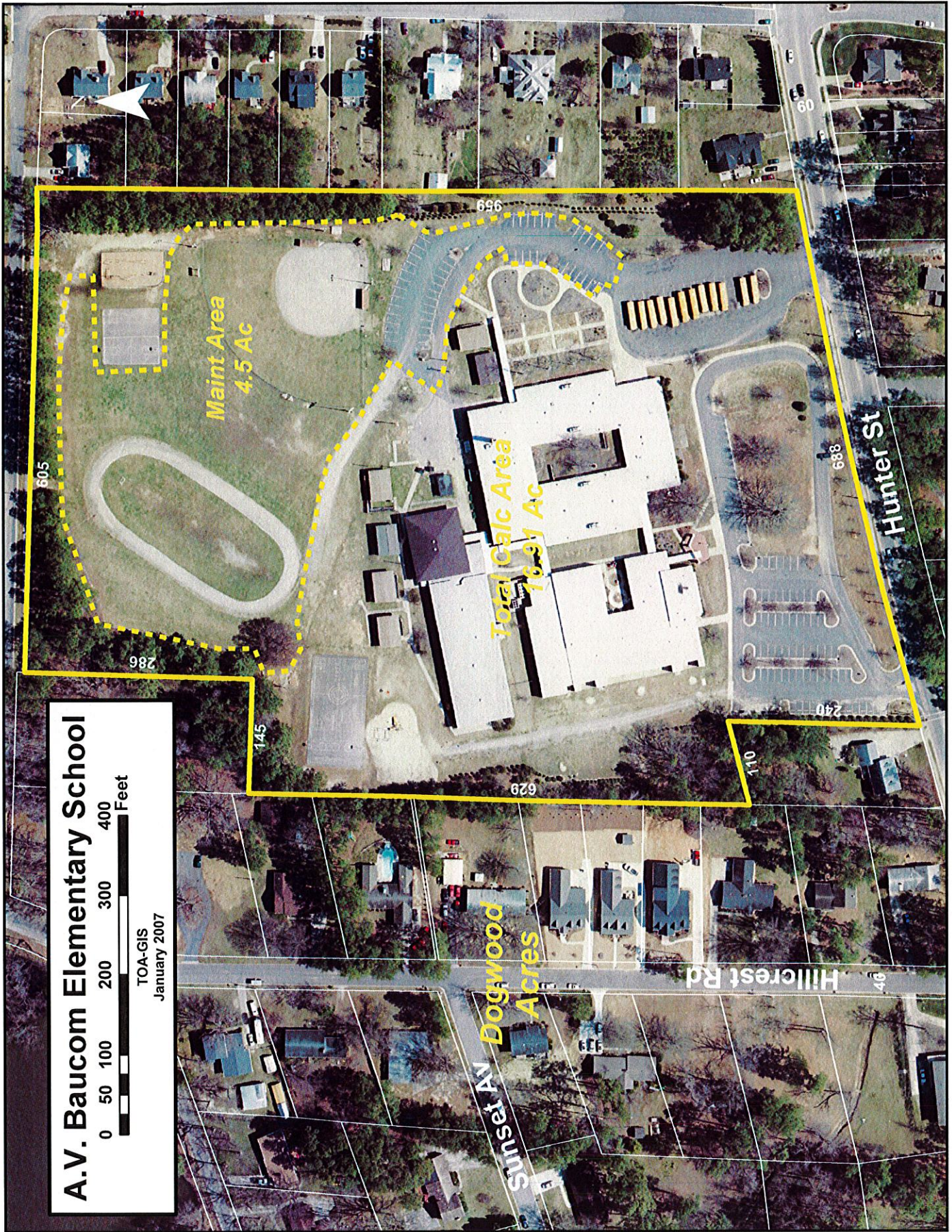
400 Hunter Street
Apex, North Carolina
27502

LEGEND

---	EXISTING LOT
---	AS Laid
---	1500' L&L
---	2000' L&L
---	3000' L&L
---	4000' L&L
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---	100000' L&L



There are 91 trees to be matched on the drawing.



A.V. Baucom Elementary School

0 50 100 200 300 400 Feet

TOA-GIS
January 2007

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 14, 2022

Item Details

Presenter(s): Amanda Grogan, Budget and Performance Manager

Department(s): Information Technology, Public Works & Transportation, Administration

Requested Motion

Motion to approve Capital Project Ordinance Amendment 2022-4 to establish a capital project for IT projects and Capital Project Ordinance Amendment 2022-6 to provide additional funds for the Safe Routes to Schools project.

Approval Recommended?

Yes

Item Details

Funds were included in the IT operating budget to complete necessary infrastructure improvements, fiber and backup storage for new facilities. Construction delays have impacted staff ability to complete those projects leading to the request to reallocate them to the Capital Project Fund for planning and completion.

Funds were included in the Water Resources budget to address drainage issues. There are significant drainage upgrades included in the design for the Safe Routes to School project. Staff requests reallocation of \$100,000 to the Capital Project Fund to cover the required upgrades.

Attachments

- Capital Project Ordinance Amendment 2022-4
- Capital Project Ordinance Amendment 2022-6





Town of Apex

CAPITAL PROJECT ORDINANCE AMENDMENT 2022-4

61 - General Capital Project Fund

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

Section 1. The revenues anticipated for the projects are:

Transfer from General Fund	200,000
Total Revenues	\$200,000

Section 2. The expenditures anticipated are:

47914: Town Fiber Optic Expansion	200,000
Total Expenditures	\$200,000

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

Adopted this the 14th day of June, 2022.

Attest:

Jacques K. Gilbert, Mayor

Allen Coleman, CMC, Town Clerk



Town of Apex

CAPITAL PROJECT ORDINANCE AMENDMENT 2022-6

63 - Street Improvements Capital Project Fund

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

Section 1. The revenues anticipated for the projects are:

Transfer from General Fund	100,000
Total Revenues	\$100,000

Section 2. The expenditures anticipated are:

47677: Safe Routes to School	100,000
Total Expenditures	\$100,000

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

Adopted this the 14th day of June, 2022.

Attest:

Jacques K. Gilbert, Mayor

Allen Coleman, CMC, Town Clerk

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 14, 2022

Item Details

Presenter(s): Adam Stephenson, Transportation Engineering Manager

Department(s): Public Works & Transportation

Requested Motion

Motion to award a construction contract to Hollins Construction Services, Inc. and authorize the Town Manager to execute same, and approve Budget Ordinance Amendment 21 and Capital Project Ordinance Amendment 2022-5 all for Beaver Creek Commons Dr & Zeno Rd Intersection Improvements

Approval Recommended?

Yes

Item Details

The project includes extending a second eastbound lane along Beaver Creek Commons Drive from the bus lane to Zeno Road, adding a new right-in/right-out driveway at the bank outparcel with an extension of the concrete median refuge, converting the RIRO driveway at the bank/Panda Express to an inbound only driveway, and installing a traffic signal coordinated with the signal at NC 55. Sealed bids for construction and furnishing of all materials were received and opened on Thursday, June 2, 2022. Additional funding of \$300,000 for the project is requested from appropriated fund balance. It is the recommendation of staff that the contract be awarded to Hollins Construction Services, Inc. as the lowest responsive bidder.

Bid Summary:

ENGINEER'S ESTIMATE	\$500,320.00
HOLLINS CONSTRUCTION SERVICES	\$692,987.00
PACOS CONSTRUCTION COMPANY	\$709,752.00
FRED SMITH COMPANY	\$727,600.00
CAROLINA SUNROCK	\$799,177.00
ST WOOTEN CORPORATION	\$850,041.00

Attachments

- Bid Tabulation
- Contract document
- Budget Ordinance Amendment 21
- Capital Project Ordinance Amendment 2022-5



R-22-04
Beaver Creek Commons Dr & Zeno Rd Intersection Improvements

BID TABULATION

					ENGINEER'S ESTIMATE	
ITEM #	SECTION	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED
ROADWAY						
1	800	MOBILIZATION	1	LS	\$ 23,784.00	\$ 23,784.00
2	226	GRADING	1	LS	\$ 40,000.00	\$ 40,000.00
3	310	15" REINFORCED CONCRETE PIPE CULVERT, CL III	10	LF	\$ 250.00	\$ 2,500.00
4	310	48" REINFORCED CONCRETE PIPE CULVERT, CL III	92	LF	\$ 350.00	\$ 32,200.00
5	340	PIPE REMOVAL	98	LF	\$ 30.00	\$ 2,940.00
6	607	MILLING, 1.5" DEPTH	1,763	SY	\$ 12.00	\$ 21,156.00
7	610	ASPHALT CONCRETE SURFACE COURSE, TYPE S 9.5C	199	TN	\$ 75.00	\$ 14,925.00
8	610	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE I 19.0C	69	TN	\$ 80.00	\$ 5,520.00
9	610	ASPHALT CONCRETE BASE COURSE, TYPE B 25.0C	116	TN	\$ 85.00	\$ 9,860.00
10	620	ASPHALT BINDER FOR PLANT MIX	22	TN	\$ 787.00	\$ 17,314.00
11	801	CONSTRUCTION SURVEYING	1	LS	\$ 7,300.00	\$ 7,300.00
12	840	MASONRY DRAINAGE STRUCTURES	4	EA	\$ 4,000.00	\$ 16,000.00
13	840	MASONRY DRAINAGE STRUCTURES	6.1	LF	\$ 600.00	\$ 3,660.00
14	840	FRAME W/ GRATE, STANDARD 840.03	4	EA	\$ 900.00	\$ 3,600.00
15	840	PIPE COLLAR	1.4	CY	\$ 900.00	\$ 1,260.00
16	846	2'-6" CONCRETE CURB & GUTTER	304	LF	\$ 40.00	\$ 12,160.00
17	848	4" CONCRETE SIDEWALK	139	SY	\$ 50.00	\$ 6,950.00
18	848	CONCRETE CURB RAMP	2	EA	\$ 3,500.00	\$ 7,000.00
19	901	CONTRACTOR FURNISHED, TYPE E SIGN	30.6	SF	\$ 30.00	\$ 918.00
20	903	SUPPORTS, 2-LB STEEL SQUARE BREAKAWAY	3	EA	\$ 70.00	\$ 210.00
21	904	SIGN ERECTION, TYPE E	3	EA	\$ 160.00	\$ 480.00
22	1105	TRAFFIC CONTROL	1	LS	\$ 75,000.00	\$ 75,000.00
23	1205	THERMO PAVEMENT MARKING LINES (4", 120 MILS)	465	LF	\$ 5.00	\$ 2,325.00
24	1205	THERMO PAVEMENT MARKING LINES (8", 90 MILS)	144	LF	\$ 7.00	\$ 1,008.00
25	1205	THERMO PAVEMENT MARKING LINES (8", 120 MILS)	349	LF	\$ 7.00	\$ 2,443.00
26	1205	THERMO PAVEMENT MARKING LINES (24", 120 MILS)	161	LF	\$ 17.00	\$ 2,737.00
27	1205	THERMOPLASTIC PAVEMENT MARKING SYMBOLS 90 MIL	12	EA	\$ 250.00	\$ 3,000.00
28	1605	TEMPORARY SILT & TREE PROTECTION COMBO FENCE	304	LF	\$ 5.00	\$ 1,520.00
29	1631	MATTING FOR EROSION CONTROL	170	SY	\$ 5.00	\$ 850.00
30	SP	SEEDING	1	LS	\$ 1,000.00	\$ 1,000.00
31	SP	PATCHING EXISTING PAVEMENT	20	TN	\$ 350.00	\$ 7,000.00
TRAFFIC SIGNAL						
32	800	MOBILIZATION	1	LS	\$ 10,000.00	\$ 10,000.00
33	SP	JUNCTION BOX MARKER	1	EA	\$ 150.00	\$ 150.00
34	1705	16" PEDESTRIAN SIGNAL HEAD 1 SEC W/COUNTDOWN	6	EA	\$ 1,050.00	\$ 6,300.00
35	1705	SIGNAL CABLE	2,300	LF	\$ 4.00	\$ 9,200.00
36	1705	VEHICLE SIGNAL HEAD (12", 3 SECTION)	7	EA	\$ 850.00	\$ 5,950.00
37	1705	VEHICLE SIGNAL HEAD (12", 4 SECTION)	4	EA	\$ 1,000.00	\$ 4,000.00
38	1705	VEHICLE SIGNAL HEAD (12", 5 SECTION)	1	EA	\$ 1,250.00	\$ 1,250.00
39	1714	TRACER WIRE	750	LF	\$ 1.00	\$ 750.00
40	1715	UNPAVED TRENCHING (1 conduit, 2 inch)	1,100	LF	\$ 10.00	\$ 11,000.00
41	1715	DIRECTIONAL DRILL (2 conduits, 2 inch)	300	LF	\$ 18.00	\$ 5,400.00
42	1716	JUNCTION BOX (STANDARD SIZE)	7	EA	\$ 400.00	\$ 2,800.00
43	1716	JUNCTION BOX (OVER-SIZED, HEAVY DUTY)	2	EA	\$ 700.00	\$ 1,400.00
44	1722	2" RISER	1	EA	\$ 550.00	\$ 550.00
45	1725	INDUCTIVE LOOP SAWCUT	1,350	LF	\$ 8.00	\$ 10,800.00
46	1726	LEAD-IN CABLE (14-2 pair)	2,250	LF	\$ 2.00	\$ 4,500.00
47	1730	COMMUNICATIONS CABLE (**FIBER) (24")	750	LF	\$ 2.00	\$ 1,500.00
48	1731	MODIFY SPLICE ENCLOSURE	1	EA	\$ 1,450.00	\$ 1,450.00
49	1731	INTERCONNECT CENTER	1	EA	\$ 1,600.00	\$ 1,600.00
50	SP	DOUBLE MAST ARM WITH METAL POLE	2	EA	\$ 25,350.00	\$ 50,700.00
51	SP	SOIL TEST	2	EA	\$ 1,200.00	\$ 2,400.00
52	SP	DRILLED PIER FOUNDATION	16	CY	\$ 1,000.00	\$ 16,000.00
53	1745	SIGN FOR SIGNALS	5	EA	\$ 500.00	\$ 2,500.00
54	1743	TYPE II PEDESTAL WITH FOUNDATION	4	EA	\$ 2,000.00	\$ 8,000.00
55	1750	SIGNAL CABINET FOUNDATION	1	EA	\$ 1,000.00	\$ 1,000.00
56	1751	CONTROLLER WITH CABINET (TYPE 2070 BASE MOUNTED)	1	EA	\$ 13,000.00	\$ 13,000.00
57	1751	DETECTOR CARD	10	EA	\$ 150.00	\$ 1,500.00
TOTAL:						\$ 500,320.00

R-22-04
Beaver Creek Commons Dr & Zeno Rd Intersection Improvements

BID TABULATION

					HOLLINS CONSTRUCTION	
ITEM #	SECTION	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED
ROADWAY						
1	800	MOBILIZATION	1	LS	\$ 38,000.00	\$ 38,000.00
2	226	GRADING	1	LS	\$ 81,000.00	\$ 81,000.00
3	310	15" REINFORCED CONCRETE PIPE CULVERT, CL III	10	LF	\$ 90.00	\$ 900.00
4	310	48" REINFORCED CONCRETE PIPE CULVERT, CL III	92	LF	\$ 335.00	\$ 30,820.00
5	340	PIPE REMOVAL	98	LF	\$ 90.00	\$ 8,820.00
6	607	MILLING, 1.5" DEPTH	1,763	SY	\$ 7.00	\$ 12,341.00
7	610	ASPHALT CONCRETE SURFACE COURSE, TYPE S 9.5C	199	TN	\$ 165.00	\$ 32,835.00
8	610	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE I 19.0C	69	TN	\$ 190.00	\$ 13,110.00
9	610	ASPHALT CONCRETE BASE COURSE, TYPE B 25.0C	116	TN	\$ 140.00	\$ 16,240.00
10	620	ASPHALT BINDER FOR PLANT MIX	22	TN	\$ 950.00	\$ 20,900.00
11	801	CONSTRUCTION SURVEYING	1	LS	\$ 9,000.00	\$ 9,000.00
12	840	MASONRY DRAINAGE STRUCTURES	4	EA	\$ 6,500.00	\$ 26,000.00
13	840	MASONRY DRAINAGE STRUCTURES	6.1	LF	\$ 1,500.00	\$ 9,150.00
14	840	FRAME W/ GRATE, STANDARD 840.03	4	EA	\$ 1,000.00	\$ 4,000.00
15	840	PIPE COLLAR	1.4	CY	\$ 2,500.00	\$ 3,500.00
16	846	2'-6" CONCRETE CURB & GUTTER	304	LF	\$ 30.00	\$ 9,120.00
17	848	4" CONCRETE SIDEWALK	139	SY	\$ 55.00	\$ 7,645.00
18	848	CONCRETE CURB RAMP	2	EA	\$ 2,500.00	\$ 5,000.00
19	901	CONTRACTOR FURNISHED, TYPE E SIGN	30.6	SF	\$ 25.00	\$ 765.00
20	903	SUPPORTS, 2-LB STEEL SQUARE BREAKAWAY	3	EA	\$ 350.00	\$ 1,050.00
21	904	SIGN ERECTION, TYPE E	3	EA	\$ 400.00	\$ 1,200.00
22	1105	TRAFFIC CONTROL	1	LS	\$ 45,000.00	\$ 45,000.00
23	1205	THERMO PAVEMENT MARKING LINES (4", 120 MILS)	465	LF	\$ 8.00	\$ 3,720.00
24	1205	THERMO PAVEMENT MARKING LINES (8", 90 MILS)	144	LF	\$ 12.00	\$ 1,728.00
25	1205	THERMO PAVEMENT MARKING LINES (8", 120 MILS)	349	LF	\$ 13.00	\$ 4,537.00
26	1205	THERMO PAVEMENT MARKING LINES (24", 120 MILS)	161	LF	\$ 26.00	\$ 4,186.00
27	1205	THERMOPLASTIC PAVEMENT MARKING SYMBOLS 90 MIL	12	EA	\$ 250.00	\$ 3,000.00
28	1605	TEMPORARY SILT & TREE PROTECTION COMBO FENCE	304	LF	\$ 5.00	\$ 1,520.00
29	1631	MATting FOR EROSION CONTROL	170	SY	\$ 5.00	\$ 850.00
30	SP	SEEDING	1	LS	\$ 1,800.00	\$ 1,800.00
31	SP	PATCHING EXISTING PAVEMENT	20	TN	\$ 150.00	\$ 3,000.00
TRAFFIC SIGNAL						
32	800	MOBILIZATION	1	LS	\$ 25,000.00	\$ 25,000.00
33	SP	JUNCTION BOX MARKER	1	EA	\$ 200.00	\$ 200.00
34	1705	16" PEDESTRIAN SIGNAL HEAD 1 SEC W/COUNTDOWN	6	EA	\$ 1,500.00	\$ 9,000.00
35	1705	SIGNAL CABLE	2,300	LF	\$ 3.50	\$ 8,050.00
36	1705	VEHICLE SIGNAL HEAD (12", 3 SECTION)	7	EA	\$ 1,300.00	\$ 9,100.00
37	1705	VEHICLE SIGNAL HEAD (12", 4 SECTION)	4	EA	\$ 1,500.00	\$ 6,000.00
38	1705	VEHICLE SIGNAL HEAD (12", 5 SECTION)	1	EA	\$ 2,000.00	\$ 2,000.00
39	1714	TRACER WIRE	750	LF	\$ 2.00	\$ 1,500.00
40	1715	UNPAVED TRENCHING (1 conduit, 2 inch)	1,100	LF	\$ 14.00	\$ 15,400.00
41	1715	DIRECTIONAL DRILL (2 conduits, 2 inch)	300	LF	\$ 25.00	\$ 7,500.00
42	1716	JUNCTION BOX (STANDARD SIZE)	7	EA	\$ 750.00	\$ 5,250.00
43	1716	JUNCTION BOX (OVER-SIZED, HEAVY DUTY)	2	EA	\$ 1,200.00	\$ 2,400.00
44	1722	2" RISER	1	EA	\$ 1,050.00	\$ 1,050.00
45	1725	INDUCTIVE LOOP SAWCUT	1,350	LF	\$ 10.00	\$ 13,500.00
46	1726	LEAD-IN CABLE (14-2 pair)	2,250	LF	\$ 3.00	\$ 6,750.00
47	1730	COMMUNICATIONS CABLE (**FIBER) (24")	750	LF	\$ 9.00	\$ 6,750.00
48	1731	MODIFY SPLICE ENCLOSURE	1	EA	\$ 1,700.00	\$ 1,700.00
49	1731	INTERCONNECT CENTER	1	EA	\$ 2,000.00	\$ 2,000.00
50	SP	DOUBLE MAST ARM WITH METAL POLE	2	EA	\$ 48,000.00	\$ 96,000.00
51	SP	SOIL TEST	2	EA	\$ 2,300.00	\$ 4,600.00
52	SP	DRILLED PIER FOUNDATION	16	CY	\$ 1,700.00	\$ 27,200.00
53	1745	SIGN FOR SIGNALS	5	EA	\$ 900.00	\$ 4,500.00
54	1743	TYPE II PEDESTAL WITH FOUNDATION	4	EA	\$ 2,700.00	\$ 10,800.00
55	1750	SIGNAL CABINET FOUNDATION	1	EA	\$ 3,000.00	\$ 3,000.00
56	1751	CONTROLLER WITH CABINET (TYPE 2070 BASE MOUNTED)	1	EA	\$ 20,000.00	\$ 20,000.00
57	1751	DETECTOR CARD	10	EA	\$ 300.00	\$ 3,000.00
TOTAL:						\$ 692,987.00

R-22-04
Beaver Creek Commons Dr & Zeno Rd Intersection Improvements

BID TABULATION

					PACOS CONSTRUCTION	
ITEM #	SECTION	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED
ROADWAY						
1	800	MOBILIZATION	1	LS	\$ 55,000.00	\$ 55,000.00
2	226	GRADING	1	LS	\$ 70,000.00	\$ 70,000.00
3	310	15" REINFORCED CONCRETE PIPE CULVERT, CL III	10	LF	\$ 145.00	\$ 1,450.00
4	310	48" REINFORCED CONCRETE PIPE CULVERT, CL III	92	LF	\$ 335.00	\$ 30,820.00
5	340	PIPE REMOVAL	98	LF	\$ 200.00	\$ 19,600.00
6	607	MILLING, 1.5" DEPTH	1,763	SY	\$ 9.25	\$ 16,307.75
7	610	ASPHALT CONCRETE SURFACE COURSE, TYPE S 9.5C	199	TN	\$ 165.00	\$ 32,835.00
8	610	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE I 19.0C	69	TN	\$ 166.00	\$ 11,454.00
9	610	ASPHALT CONCRETE BASE COURSE, TYPE B 25.0C	116	TN	\$ 150.00	\$ 17,400.00
10	620	ASPHALT BINDER FOR PLANT MIX	22	TN	\$ 730.00	\$ 16,060.00
11	801	CONSTRUCTION SURVEYING	1	LS	\$ 7,000.00	\$ 7,000.00
12	840	MASONRY DRAINAGE STRUCTURES	4	EA	\$ 6,500.00	\$ 26,000.00
13	840	MASONRY DRAINAGE STRUCTURES	6.1	LF	\$ 325.00	\$ 1,982.50
14	840	FRAME W/ GRATE, STANDARD 840.03	4	EA	\$ 900.00	\$ 3,600.00
15	840	PIPE COLLAR	1.4	CY	\$ 1,200.00	\$ 1,680.00
16	846	2'-6" CONCRETE CURB & GUTTER	304	LF	\$ 36.00	\$ 10,944.00
17	848	4" CONCRETE SIDEWALK	139	SY	\$ 42.00	\$ 5,838.00
18	848	CONCRETE CURB RAMP	2	EA	\$ 3,200.00	\$ 6,400.00
19	901	CONTRACTOR FURNISHED, TYPE E SIGN	30.6	SF	\$ 60.00	\$ 1,836.00
20	903	SUPPORTS, 2-LB STEEL SQUARE BREAKAWAY	3	EA	\$ 350.00	\$ 1,050.00
21	904	SIGN ERECTION, TYPE E	3	EA	\$ 100.00	\$ 300.00
22	1105	TRAFFIC CONTROL	1	LS	\$ 60,000.00	\$ 60,000.00
23	1205	THERMO PAVEMENT MARKING LINES (4", 120 MILS)	465	LF	\$ 4.00	\$ 1,860.00
24	1205	THERMO PAVEMENT MARKING LINES (8", 90 MILS)	144	LF	\$ 4.50	\$ 648.00
25	1205	THERMO PAVEMENT MARKING LINES (8", 120 MILS)	349	LF	\$ 4.50	\$ 1,570.50
26	1205	THERMO PAVEMENT MARKING LINES (24", 120 MILS)	161	LF	\$ 16.00	\$ 2,576.00
27	1205	THERMOPLASTIC PAVEMENT MARKING SYMBOLS 90 MIL	12	EA	\$ 180.00	\$ 2,160.00
28	1605	TEMPORARY SILT & TREE PROTECTION COMBO FENCE	304	LF	\$ 5.00	\$ 1,520.00
29	1631	MATTING FOR EROSION CONTROL	170	SY	\$ 5.00	\$ 850.00
30	SP	SEEDING	1	LS	\$ 2,500.00	\$ 2,500.00
31	SP	PATCHING EXISTING PAVEMENT	20	TN	\$ 350.00	\$ 7,000.00
TRAFFIC SIGNAL						
32	800	MOBILIZATION	1	LS	\$ 30,000.00	\$ 30,000.00
33	SP	JUNCTION BOX MARKER	1	EA	\$ 300.00	\$ 300.00
34	1705	16" PEDESTRIAN SIGNAL HEAD 1 SEC W/COUNTDOWN	6	EA	\$ 1,290.00	\$ 7,740.00
35	1705	SIGNAL CABLE	2,300	LF	\$ 6.50	\$ 14,950.00
36	1705	VEHICLE SIGNAL HEAD (12", 3 SECTION)	7	EA	\$ 1,200.00	\$ 8,400.00
37	1705	VEHICLE SIGNAL HEAD (12", 4 SECTION)	4	EA	\$ 1,567.00	\$ 6,268.00
38	1705	VEHICLE SIGNAL HEAD (12", 5 SECTION)	1	EA	\$ 1,700.00	\$ 1,700.00
39	1714	TRACER WIRE	750	LF	\$ 1.70	\$ 1,275.00
40	1715	UNPAVED TRENCHING (1 conduit, 2 inch)	1,100	LF	\$ 13.50	\$ 14,850.00
41	1715	DIRECTIONAL DRILL (2 conduits, 2 inch)	300	LF	\$ 39.50	\$ 11,850.00
42	1716	JUNCTION BOX (STANDARD SIZE)	7	EA	\$ 710.00	\$ 4,970.00
43	1716	JUNCTION BOX (OVER-SIZED, HEAVY DUTY)	2	EA	\$ 990.00	\$ 1,980.00
44	1722	2" RISER	1	EA	\$ 835.00	\$ 835.00
45	1725	INDUCTIVE LOOP SAWCUT	1,350	LF	\$ 8.20	\$ 11,070.00
46	1726	LEAD-IN CABLE (14-2 pair)	2,250	LF	\$ 2.58	\$ 5,805.00
47	1730	COMMUNICATIONS CABLE (**FIBER) (24")	750	LF	\$ 4.25	\$ 3,187.50
48	1731	MODIFY SPLICE ENCLOSURE	1	EA	\$ 1,855.00	\$ 1,855.00
49	1731	INTERCONNECT CENTER	1	EA	\$ 2,711.00	\$ 2,711.00
50	SP	DOUBLE MAST ARM WITH METAL POLE	2	EA	\$ 41,138.00	\$ 82,276.00
51	SP	SOIL TEST	2	EA	\$ 2,045.00	\$ 4,090.00
52	SP	DRILLED PIER FOUNDATION	16	CY	\$ 2,050.00	\$ 32,800.00
53	1745	SIGN FOR SIGNALS	5	EA	\$ 1,600.00	\$ 8,000.00
54	1743	TYPE II PEDESTAL WITH FOUNDATION	4	EA	\$ 3,270.00	\$ 13,080.00
55	1750	SIGNAL CABINET FOUNDATION	1	EA	\$ 2,010.00	\$ 2,010.00
56	1751	CONTROLLER WITH CABINET (TYPE 2070 BASE MOUNTED)	1	EA	\$ 17,108.00	\$ 17,108.00
57	1751	DETECTOR CARD	10	EA	\$ 240.00	\$ 2,400.00
TOTAL:						\$ 709,752.25

R-22-04
Beaver Creek Commons Dr & Zeno Rd Intersection Improvements

BID TABULATION

					FRED SMITH COMPANY	
ITEM #	SECTION	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED
ROADWAY						
1	800	MOBILIZATION	1	LS	\$ 67,000.00	\$ 67,000.00
2	226	GRADING	1	LS	\$ 100,000.00	\$ 100,000.00
3	310	15" REINFORCED CONCRETE PIPE CULVERT, CL III	10	LF	\$ 205.00	\$ 2,050.00
4	310	48" REINFORCED CONCRETE PIPE CULVERT, CL III	92	LF	\$ 350.00	\$ 32,200.00
5	340	PIPE REMOVAL	98	LF	\$ 120.00	\$ 11,760.00
6	607	MILLING, 1.5" DEPTH	1,763	SY	\$ 18.00	\$ 31,734.00
7	610	ASPHALT CONCRETE SURFACE COURSE, TYPE S 9.5C	199	TN	\$ 175.00	\$ 34,825.00
8	610	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE I 19.0C	69	TN	\$ 145.00	\$ 10,005.00
9	610	ASPHALT CONCRETE BASE COURSE, TYPE B 25.0C	116	TN	\$ 130.00	\$ 15,080.00
10	620	ASPHALT BINDER FOR PLANT MIX	22	TN	\$ 1,000.00	\$ 22,000.00
11	801	CONSTRUCTION SURVEYING	1	LS	\$ 25,047.75	\$ 25,047.75
12	840	MASONRY DRAINAGE STRUCTURES	4	EA	\$ 4,400.00	\$ 17,600.00
13	840	MASONRY DRAINAGE STRUCTURES	6.1	LF	\$ 600.00	\$ 3,660.00
14	840	FRAME W/ GRATE, STANDARD 840.03	4	EA	\$ 1,300.00	\$ 5,200.00
15	840	PIPE COLLAR	1.4	CY	\$ 5,000.00	\$ 7,000.00
16	846	2'-6" CONCRETE CURB & GUTTER	304	LF	\$ 19.95	\$ 6,064.80
17	848	4" CONCRETE SIDEWALK	139	SY	\$ 47.25	\$ 6,567.75
18	848	CONCRETE CURB RAMP	2	EA	\$ 1,995.00	\$ 3,990.00
19	901	CONTRACTOR FURNISHED, TYPE E SIGN	30.6	SF	\$ 57.00	\$ 1,744.20
20	903	SUPPORTS, 2-LB STEEL SQUARE BREAKAWAY	3	EA	\$ 322.00	\$ 966.00
21	904	SIGN ERECTION, TYPE E	3	EA	\$ 75.00	\$ 225.00
22	1105	TRAFFIC CONTROL	1	LS	\$ 85,000.00	\$ 85,000.00
23	1205	THERMO PAVEMENT MARKING LINES (4", 120 MILS)	465	LF	\$ 1.40	\$ 651.00
24	1205	THERMO PAVEMENT MARKING LINES (8", 90 MILS)	144	LF	\$ 2.80	\$ 403.20
25	1205	THERMO PAVEMENT MARKING LINES (8", 120 MILS)	349	LF	\$ 2.80	\$ 977.20
26	1205	THERMO PAVEMENT MARKING LINES (24", 120 MILS)	161	LF	\$ 9.00	\$ 1,449.00
27	1205	THERMOPLASTIC PAVEMENT MARKING SYMBOLS 90 MIL	12	EA	\$ 170.00	\$ 2,040.00
28	1605	TEMPORARY SILT & TREE PROTECTION COMBO FENCE	304	LF	\$ 2.40	\$ 729.60
29	1631	MATTING FOR EROSION CONTROL	170	SY	\$ 2.15	\$ 365.50
30	SP	SEEDING	1	LS	\$ 1,800.00	\$ 1,800.00
31	SP	PATCHING EXISTING PAVEMENT	20	TN	\$ 355.00	\$ 7,100.00
TRAFFIC SIGNAL						
32	800	MOBILIZATION	1	LS	\$ 8,000.00	\$ 8,000.00
33	SP	JUNCTION BOX MARKER	1	EA	\$ 132.00	\$ 132.00
34	1705	16" PEDESTRIAN SIGNAL HEAD 1 SEC W/COUNTDOWN	6	EA	\$ 1,017.00	\$ 6,102.00
35	1705	SIGNAL CABLE	2,300	LF	\$ 3.80	\$ 8,740.00
36	1705	VEHICLE SIGNAL HEAD (12", 3 SECTION)	7	EA	\$ 1,096.00	\$ 7,672.00
37	1705	VEHICLE SIGNAL HEAD (12", 4 SECTION)	4	EA	\$ 1,263.00	\$ 5,052.00
38	1705	VEHICLE SIGNAL HEAD (12", 5 SECTION)	1	EA	\$ 1,533.00	\$ 1,533.00
39	1714	TRACER WIRE	750	LF	\$ 1.20	\$ 900.00
40	1715	UNPAVED TRENCHING (1 conduit, 2 inch)	1,100	LF	\$ 12.00	\$ 13,200.00
41	1715	DIRECTIONAL DRILL (2 conduits, 2 inch)	300	LF	\$ 19.70	\$ 5,910.00
42	1716	JUNCTION BOX (STANDARD SIZE)	7	EA	\$ 337.00	\$ 2,359.00
43	1716	JUNCTION BOX (OVER-SIZED, HEAVY DUTY)	2	EA	\$ 753.00	\$ 1,506.00
44	1722	2" RISER	1	EA	\$ 591.00	\$ 591.00
45	1725	INDUCTIVE LOOP SAWCUT	1,350	LF	\$ 8.60	\$ 11,610.00
46	1726	LEAD-IN CABLE (14-2 pair)	2,250	LF	\$ 2.50	\$ 5,625.00
47	1730	COMMUNICATIONS CABLE (**FIBER) (24")	750	LF	\$ 3.30	\$ 2,475.00
48	1731	MODIFY SPLICE ENCLOSURE	1	EA	\$ 1,372.00	\$ 1,372.00
49	1731	INTERCONNECT CENTER	1	EA	\$ 1,824.00	\$ 1,824.00
50	SP	DOUBLE MAST ARM WITH METAL POLE	2	EA	\$ 40,512.00	\$ 81,024.00
51	SP	SOIL TEST	2	EA	\$ 1,830.00	\$ 3,660.00
52	SP	DRILLED PIER FOUNDATION	16	CY	\$ 1,265.00	\$ 20,240.00
53	1745	SIGN FOR SIGNALS	5	EA	\$ 653.00	\$ 3,265.00
54	1743	TYPE II PEDESTAL WITH FOUNDATION	4	EA	\$ 2,230.00	\$ 8,920.00
55	1750	SIGNAL CABINET FOUNDATION	1	EA	\$ 1,035.00	\$ 1,035.00
56	1751	CONTROLLER WITH CABINET (TYPE 2070 BASE MOUNTED)	1	EA	\$ 17,448.00	\$ 17,448.00
57	1751	DETECTOR CARD	10	EA	\$ 217.00	\$ 2,170.00
TOTAL:						\$ 727,600.00

R-22-04
Beaver Creek Commons Dr & Zeno Rd Intersection Improvements

BID TABULATION

					CAROLINA SUNROCK	
ITEM #	SECTION	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED
ROADWAY						
1	800	MOBILIZATION	1	LS	\$ 35,500.00	\$ 35,500.00
2	226	GRADING	1	LS	\$ 112,100.00	\$ 112,100.00
3	310	15" REINFORCED CONCRETE PIPE CULVERT, CL III	10	LF	\$ 271.00	\$ 2,710.00
4	310	48" REINFORCED CONCRETE PIPE CULVERT, CL III	92	LF	\$ 642.00	\$ 59,064.00
5	340	PIPE REMOVAL	98	LF	\$ 142.00	\$ 13,916.00
6	607	MILLING, 1.5" DEPTH	1,763	SY	\$ 7.50	\$ 13,222.50
7	610	ASPHALT CONCRETE SURFACE COURSE, TYPE S 9.5C	199	TN	\$ 113.00	\$ 22,487.00
8	610	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE I 19.0C	69	TN	\$ 122.00	\$ 8,418.00
9	610	ASPHALT CONCRETE BASE COURSE, TYPE B 25.0C	116	TN	\$ 172.00	\$ 19,952.00
10	620	ASPHALT BINDER FOR PLANT MIX	22	TN	\$ 715.00	\$ 15,730.00
11	801	CONSTRUCTION SURVEYING	1	LS	\$ 11,782.00	\$ 11,782.00
12	840	MASONRY DRAINAGE STRUCTURES	4	EA	\$ 7,070.00	\$ 28,280.00
13	840	MASONRY DRAINAGE STRUCTURES	6.1	LF	\$ 743.00	\$ 4,532.30
14	840	FRAME W/ GRATE, STANDARD 840.03	4	EA	\$ 1,005.00	\$ 4,020.00
15	840	PIPE COLLAR	1.4	CY	\$ 2,725.00	\$ 3,815.00
16	846	2'-6" CONCRETE CURB & GUTTER	304	LF	\$ 19.95	\$ 6,064.80
17	848	4" CONCRETE SIDEWALK	139	SY	\$ 47.25	\$ 6,567.75
18	848	CONCRETE CURB RAMP	2	EA	\$ 1,995.00	\$ 3,990.00
19	901	CONTRACTOR FURNISHED, TYPE E SIGN	30.6	SF	\$ 25.50	\$ 780.30
20	903	SUPPORTS, 2-LB STEEL SQUARE BREAKAWAY	3	EA	\$ 225.00	\$ 675.00
21	904	SIGN ERECTION, TYPE E	3	EA	\$ 115.00	\$ 345.00
22	1105	TRAFFIC CONTROL	1	LS	\$ 141,750.00	\$ 141,750.00
23	1205	THERMO PAVEMENT MARKING LINES (4", 120 MILS)	465	LF	\$ 1.75	\$ 813.75
24	1205	THERMO PAVEMENT MARKING LINES (8", 90 MILS)	144	LF	\$ 6.25	\$ 900.00
25	1205	THERMO PAVEMENT MARKING LINES (8", 120 MILS)	349	LF	\$ 6.85	\$ 2,390.65
26	1205	THERMO PAVEMENT MARKING LINES (24", 120 MILS)	161	LF	\$ 14.75	\$ 2,374.75
27	1205	THERMOPLASTIC PAVEMENT MARKING SYMBOLS 90 MIL	12	EA	\$ 375.00	\$ 4,500.00
28	1605	TEMPORARY SILT & TREE PROTECTION COMBO FENCE	304	LF	\$ 6.50	\$ 1,976.00
29	1631	MATTING FOR EROSION CONTROL	170	SY	\$ 4.50	\$ 765.00
30	SP	SEEDING	1	LS	\$ 3,850.00	\$ 3,850.00
31	SP	PATCHING EXISTING PAVEMENT	20	TN	\$ 209.00	\$ 4,180.00
TRAFFIC SIGNAL						
32	800	MOBILIZATION	1	LS	\$ 20,300.00	\$ 20,300.00
33	SP	JUNCTION BOX MARKER	1	EA	\$ 140.00	\$ 140.00
34	1705	16" PEDESTRIAN SIGNAL HEAD 1 SEC W/COUNTDOWN	6	EA	\$ 955.00	\$ 5,730.00
35	1705	SIGNAL CABLE	2,300	LF	\$ 2.80	\$ 6,440.00
36	1705	VEHICLE SIGNAL HEAD (12", 3 SECTION)	7	EA	\$ 1,140.00	\$ 7,980.00
37	1705	VEHICLE SIGNAL HEAD (12", 4 SECTION)	4	EA	\$ 1,330.00	\$ 5,320.00
38	1705	VEHICLE SIGNAL HEAD (12", 5 SECTION)	1	EA	\$ 1,770.00	\$ 1,770.00
39	1714	TRACER WIRE	750	LF	\$ 1.30	\$ 975.00
40	1715	UNPAVED TRENCHING (1 conduit, 2 inch)	1,100	LF	\$ 12.60	\$ 13,860.00
41	1715	DIRECTIONAL DRILL (2 conduits, 2 inch)	300	LF	\$ 23.70	\$ 7,110.00
42	1716	JUNCTION BOX (STANDARD SIZE)	7	EA	\$ 617.00	\$ 4,319.00
43	1716	JUNCTION BOX (OVER-SIZED, HEAVY DUTY)	2	EA	\$ 1,077.00	\$ 2,154.00
44	1722	2" RISER	1	EA	\$ 917.00	\$ 917.00
45	1725	INDUCTIVE LOOP SAWCUT	1,350	LF	\$ 9.80	\$ 13,230.00
46	1726	LEAD-IN CABLE (14-2 pair)	2,250	LF	\$ 2.30	\$ 5,175.00
47	1730	COMMUNICATIONS CABLE (**FIBER) (24")	750	LF	\$ 3.20	\$ 2,400.00
48	1731	MODIFY SPLICE ENCLOSURE	1	EA	\$ 1,380.00	\$ 1,380.00
49	1731	INTERCONNECT CENTER	1	EA	\$ 1,805.00	\$ 1,805.00
50	SP	DOUBLE MAST ARM WITH METAL POLE	2	EA	\$ 46,400.00	\$ 92,800.00
51	SP	SOIL TEST	2	EA	\$ 2,078.00	\$ 4,156.00
52	SP	DRILLED PIER FOUNDATION	16	CY	\$ 1,615.00	\$ 25,840.00
53	1745	SIGN FOR SIGNALS	5	EA	\$ 725.00	\$ 3,625.00
54	1743	TYPE II PEDESTAL WITH FOUNDATION	4	EA	\$ 2,490.00	\$ 9,960.00
55	1750	SIGNAL CABINET FOUNDATION	1	EA	\$ 2,820.00	\$ 2,820.00
56	1751	CONTROLLER WITH CABINET (TYPE 2070 BASE MOUNTED)	1	EA	\$ 19,320.00	\$ 19,320.00
57	1751	DETECTOR CARD	10	EA	\$ 220.00	\$ 2,200.00
TOTAL:						\$ 799,177.80

R-22-04
Beaver Creek Commons Dr & Zeno Rd Intersection Improvements

BID TABULATION

					ST WOOTEN CORPORATION	
ITEM #	SECTION	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED
ROADWAY						
1	800	MOBILIZATION	1	LS	\$ 42,175.00	\$ 42,175.00
2	226	GRADING	1	LS	\$ 227,164.86	\$ 227,164.86
3	310	15" REINFORCED CONCRETE PIPE CULVERT, CL III	10	LF	\$ 312.50	\$ 3,125.00
4	310	48" REINFORCED CONCRETE PIPE CULVERT, CL III	92	LF	\$ 290.75	\$ 26,749.00
5	340	PIPE REMOVAL	98	LF	\$ 64.30	\$ 6,301.40
6	607	MILLING, 1.5" DEPTH	1,763	SY	\$ 6.95	\$ 12,252.85
7	610	ASPHALT CONCRETE SURFACE COURSE, TYPE S 9.5C	199	TN	\$ 192.00	\$ 38,208.00
8	610	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE I 19.0C	69	TN	\$ 250.00	\$ 17,250.00
9	610	ASPHALT CONCRETE BASE COURSE, TYPE B 25.0C	116	TN	\$ 200.00	\$ 23,200.00
10	620	ASPHALT BINDER FOR PLANT MIX	22	TN	\$ 965.00	\$ 21,230.00
11	801	CONSTRUCTION SURVEYING	1	LS	\$ 8,560.00	\$ 8,560.00
12	840	MASONRY DRAINAGE STRUCTURES	4	EA	\$ 7,450.00	\$ 29,800.00
13	840	MASONRY DRAINAGE STRUCTURES	6.1	LF	\$ 845.00	\$ 5,154.50
14	840	FRAME W/ GRATE, STANDARD 840.03	4	EA	\$ 980.00	\$ 3,920.00
15	840	PIPE COLLAR	1.4	CY	\$ 4,100.00	\$ 5,740.00
16	846	2'-6" CONCRETE CURB & GUTTER	304	LF	\$ 38.85	\$ 11,810.40
17	848	4" CONCRETE SIDEWALK	139	SY	\$ 54.05	\$ 7,512.95
18	848	CONCRETE CURB RAMP	2	EA	\$ 2,485.00	\$ 4,970.00
19	901	CONTRACTOR FURNISHED, TYPE E SIGN	30.6	SF	\$ 17.95	\$ 549.27
20	903	SUPPORTS, 2-LB STEEL SQUARE BREAKAWAY	3	EA	\$ 101.50	\$ 304.50
21	904	SIGN ERECTION, TYPE E	3	EA	\$ 185.00	\$ 555.00
22	1105	TRAFFIC CONTROL	1	LS	\$ 120,000.00	\$ 120,000.00
23	1205	THERMO PAVEMENT MARKING LINES (4", 120 MILS)	465	LF	\$ 1.00	\$ 465.00
24	1205	THERMO PAVEMENT MARKING LINES (8", 90 MILS)	144	LF	\$ 1.90	\$ 273.60
25	1205	THERMO PAVEMENT MARKING LINES (8", 120 MILS)	349	LF	\$ 2.00	\$ 698.00
26	1205	THERMO PAVEMENT MARKING LINES (24", 120 MILS)	161	LF	\$ 6.00	\$ 966.00
27	1205	THERMOPLASTIC PAVEMENT MARKING SYMBOLS 90 MIL	12	EA	\$ 100.00	\$ 1,200.00
28	1605	TEMPORARY SILT & TREE PROTECTION COMBO FENCE	304	LF	\$ 4.63	\$ 1,407.52
29	1631	MATting FOR EROSION CONTROL	170	SY	\$ 2.52	\$ 428.40
30	SP	SEEDING	1	LS	\$ 2,825.00	\$ 2,825.00
31	SP	PATCHING EXISTING PAVEMENT	20	TN	\$ 250.00	\$ 5,000.00
TRAFFIC SIGNAL						
32	800	MOBILIZATION	1	LS	\$ 5,880.00	\$ 5,880.00
33	SP	JUNCTION BOX MARKER	1	EA	\$ 132.00	\$ 132.00
34	1705	16" PEDESTRIAN SIGNAL HEAD 1 SEC W/COUNTDOWN	6	EA	\$ 1,017.00	\$ 6,102.00
35	1705	SIGNAL CABLE	2,300	LF	\$ 3.80	\$ 8,740.00
36	1705	VEHICLE SIGNAL HEAD (12", 3 SECTION)	7	EA	\$ 1,096.00	\$ 7,672.00
37	1705	VEHICLE SIGNAL HEAD (12", 4 SECTION)	4	EA	\$ 1,263.00	\$ 5,052.00
38	1705	VEHICLE SIGNAL HEAD (12", 5 SECTION)	1	EA	\$ 1,533.00	\$ 1,533.00
39	1714	TRACER WIRE	750	LF	\$ 1.20	\$ 900.00
40	1715	UNPAVED TRENCHING (1 conduit, 2 inch)	1,100	LF	\$ 12.00	\$ 13,200.00
41	1715	DIRECTIONAL DRILL (2 conduits, 2 inch)	300	LF	\$ 19.70	\$ 5,910.00
42	1716	JUNCTION BOX (STANDARD SIZE)	7	EA	\$ 337.00	\$ 2,359.00
43	1716	JUNCTION BOX (OVER-SIZED, HEAVY DUTY)	2	EA	\$ 753.00	\$ 1,506.00
44	1722	2" RISER	1	EA	\$ 591.00	\$ 591.00
45	1725	INDUCTIVE LOOP SAWCUT	1,350	LF	\$ 8.60	\$ 11,610.00
46	1726	LEAD-IN CABLE (14-2 pair)	2,250	LF	\$ 2.50	\$ 5,625.00
47	1730	COMMUNICATIONS CABLE (**FIBER) (24")	750	LF	\$ 3.30	\$ 2,475.00
48	1731	MODIFY SPLICE ENCLOSURE	1	EA	\$ 1,372.00	\$ 1,372.00
49	1731	INTERCONNECT CENTER	1	EA	\$ 1,824.00	\$ 1,824.00
50	SP	DOUBLE MAST ARM WITH METAL POLE	2	EA	\$ 40,512.00	\$ 81,024.00
51	SP	SOIL TEST	2	EA	\$ 1,830.00	\$ 3,660.00
52	SP	DRILLED PIER FOUNDATION	16	CY	\$ 1,265.00	\$ 20,240.00
53	1745	SIGN FOR SIGNALS	5	EA	\$ 653.00	\$ 3,265.00
54	1743	TYPE II PEDESTAL WITH FOUNDATION	4	EA	\$ 2,230.00	\$ 8,920.00
55	1750	SIGNAL CABINET FOUNDATION	1	EA	\$ 1,035.00	\$ 1,035.00
56	1751	CONTROLLER WITH CABINET (TYPE 2070 BASE MOUNTED)	1	EA	\$ 17,448.00	\$ 17,448.00
57	1751	DETECTOR CARD	10	EA	\$ 217.00	\$ 2,170.00
TOTAL:						\$ 850,041.25

**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

**PURCHASE ORDER #
STANDARD CONSTRUCTION CONTRACT**

THIS AGREEMENT is entered into this ____ day of _____, 2022 by and between, Hollins Construction Services, Inc., a North Carolina Corporation with its principal business offices located at 1405 Lindenberg Square, Wake Forest, NC 27587 (the “Contractor”), and the Town of Apex, a municipal corporation of the State of North Carolina, (the “Town”). Town and Contractor may collectively be referred to as “Parties” hereinafter.

WITNESSETH:

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

1. SCOPE OF SERVICES.

The Contractor shall furnish all labor, material, and equipment necessary to perform and complete the work as identified in the attached “Beaver Creek Commons Dr & Zeno Rd Intersection Improvements” at the locations and to the specifications outlined in attached documents identified in Sections 2 and 29 of this Agreement. In the event of a conflict between any of the attached documents and this Agreement, this Agreement shall control.

2. SPECIFICATIONS.

Contractor shall perform the services in accordance with the attached documents specified below which are hereby incorporated into this Agreement:

1. Plan sheets
2. Town of Apex Standard Specifications and Standard Details
3. NCDOT 2018 Standard Specifications for Roads and Structures
4. NCDOT 2018 Roadway Standard Drawings
5. US DOT Manual on Uniform Traffic Control Devices, including any NC Supplement

3. TIME OF COMMENCEMENT AND COMPLETION.

Refer to Contract Provision SP1 G05 B. If Contractor has not satisfactorily performed 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 this Agreement or the Specifications must be agreed to in writing by the Town and the Contractor.

4. CONSIDERATION AND PAYMENT OF SERVICES.

In consideration of the above services, the Town will pay the Contractor based on the price and quantities reflected on the “Beaver Creek Commons Dr & Zeno Rd Intersection Improvements Bid Tabulation” as those numbers pertain to the Hollins Construction Services, Inc. bid. The total bid, which is not to be exceeded, is in the amount of \$692,987.00. Contractor shall submit a monthly invoice for partial payments based on the components that have been completed.

Town has the right to require the Contractor to produce for inspection all of Contractor’s records and charges to verify the accuracy of all invoices. Town shall pay Contractor’s invoices within thirty (30) days

of invoice unless a bona fide dispute exists between Town and Contractor concerning the accuracy of said invoice or the services covered thereby.

5. CHANGE ORDERS.

No changes in work may proceed unless a Change Order is approved by the Town. In the event a change in work is requested, Contractor shall provide a complete breakdown of all labor and material costs with the Change Order request. The breakdown shall include the Contractor's allowance for overhead and profit not to exceed 10% of the net cost of the change with work provided directly by the Contractor. All Change Order approvals shall be in writing.

6. INDEMNIFICATION.

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

7. APPLICABILITY OF LAWS AND REGULATIONS.

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

8. E-VERIFY COMPLIANCE.

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

9. ANTI-HUMAN TRAFFICKING.

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

10. QUALITY AND WORKMANSHIP.

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

11. INSURANCE.

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

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

12. PRE-PROJECT SAFETY REVIEW MEETING.

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

13. DEFAULT.

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

14. TERMINATION FOR CONVENIENCE.

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

15. NOTICE.

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

TO CONTRACTOR:

Hollins Construction Services, Inc.
Attn: Tony Hollins
1405 Lindenberg Square
Wake Forest, NC 27587
tony.hcsinc@gmail.com

TO TOWN:

Town of Apex
Attn: Adam Stephenson
PO Box 250
Apex, NC 27502
adam.stephenson@apexnc.org

16. DELAY BEYOND THE CONTROL OF THE PARTIES.

Neither Contractor nor Town, having taken commercially reasonable precautions, shall be in default of the provisions of this Agreement for delays in performance due to forces beyond the control of the parties. "Forces beyond the control of the parties" shall mean, but is not limited to, delay caused by natural disaster, fire, flood, earthquakes, storms, lightning, epidemic, pandemic, war, riot, civil disobedience, or other event reasonably outside of the parties' control.

17. NONWAIVER FOR BREACH.

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

18. CONSTRUCTION.

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

19. NO REPRESENTATIONS.

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

20. SEVERABILITY.

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

21. COUNTERPARTS.

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

22. MODIFICATION.

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

23. BINDING EFFECT.

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

24. ASSIGNMENT.

Contractor shall not assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the Town. Nothing contained in this paragraph shall prevent Contractor from employing such independent consultants, associates, and sub-contractors as it may deem appropriate to assist Contractor in the performance of services rendered.

25. INDEPENDENT CONTRACTOR.

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

26. NON-APPROPRIATION.

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

27. IRAN DIVESTMENT ACT CERTIFICATION REQUIRED BY N.C.G.S. 147-86.60

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

28. NONDISCRIMINATION.

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

29. ELECTRONIC SIGNATURE.

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

30. CONTRACTOR'S WARRANTIES

The Contractor hereby warrants and represents that it will be responsible for the maintenance and correction of any work completed pursuant to this Agreement that is defective at construction or may become defective

due to negligence or faulty workmanship or materials for a period of one (1) year after final acceptance by the Town of the work performed.

31. BOND REQUIREMENTS

Contractor agrees to provide the Town of Apex with a contract payment bond and a contract performance bond each in an amount equal to 100 percent of the amount of the Agreement. All bonds shall be in accordance with N.C.G.S. 44A-33. The corporate surety furnishing the bonds shall be authorized to do business in the State of North Carolina. Failure to provide acceptable bonds shall be just cause for rescinding the award of the Agreement and forfeiture of the bid bond or bid deposit.

32. INCORPORATION OF DOCUMENTS

The following attached documents are hereby incorporate by reference into this Agreement as if fully set forth herein:

- A. Bid Advertisement
- B. Bid Form
- C. Bid Form Submission
- D. Notice of Award
- E. Notice to Proceed
- F. Special Provisions/Specifications
- G. Plan Sheets/Maps
- H. Addenda
- I. Certificate of Insurance

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals this ____ day of _____, 2022.

Contractor

Name: _____
Name of Contractor (type or print)

By: _____
(Signature)

Title: _____

Attest:

(Secretary, if a corporation)

Town of Apex

Catherine H. Crosby, Town Manager

Attest:

Allen L. Coleman, Town Clerk
*This instrument has been preaudited in the manner required
by the Local Government Budget and Fiscal Control Act.*

Vance Holloman, Finance Director



Town of Apex

Budget Ordinance Amendment No. 21

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	\$300,000
Total Revenues	\$300,000

Section 2. Expenditures:

Transfer to Street Improvements Capital Project Fund	\$300,000
Total Expenditures	\$300,000

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

Adopted this the 14th day of June, 2022.

Attest:

Jacques K. Gilbert, Mayor

Allen Coleman, CMC, Town Clerk



Town of Apex

CAPITAL PROJECT ORDINANCE AMENDMENT 2022-5

63 - Street Improvement Capital Project Fund

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

Section 1. The revenues anticipated for the projects are:

Transfer from General Fund	300,000
Total Revenues	\$300,000

Section 2. The expenditures anticipated are:

Beaver Creek Commons Drive at Zeno Road Improvements	300,000
Total Expenditures	\$300,000

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

Adopted this the 14th day of June, 2022.

Attest:

Jacques K. Gilbert, Mayor

Allen Coleman, CMC, Town Clerk

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 14, 2022

Item Details

Presenter(s): Shelly Mayo, Planner II

Department(s): Planning and Community Development

Requested Motion

Motion to approve the removal of details from the Design and Development Manual that are out of date and/or duplicated in the Standard Specifications and Standard Details.

Approval Recommended?

The Planning and Community Development Department recommends approval.

Item Details

Attachments

- Staff Report & Attachments





PROPOSED CHANGES:

The Design and Development Manual includes recommended plant lists, planting details, site details, and architectural recommendations for the Small Town Character Overlay District. The Design and Development Manual is available for viewing at:

<http://www.apexnc.org/DocumentCenter/View/467/Design-and-Development-Manual-PDF?bidId=>

Since the last comprehensive update in 2010, several construction details have been duplicated in the Standard Specifications and Standard Details, which have been more recently updated. The Standard Specifications and Standard Details are available for viewing at:

<http://www.apexnc.org/197/Engineering-Specifications>

In order to avoid confusion, Planning Staff recommends removing the following details from the Design and Development Manual:

Detail Name	Specification Number:
Bicycle Parking	300.20
Typical Asphalt Greenway	900.01
Typical Keyed Concrete Path	900.01
Safety Railing	200.03 & 200.05
Bollard and Pavement Markings	900.06

PLANNING STAFF RECOMMENDATION:

Planning staff recommends approval of the proposed changes.



CREATIVE PIPE
P.O. BOX 2458
RANCHO MIRAGE, CA 92270-1057
1 (800) 644-8467
PHONE: (760) 340-5555
FAX: (760) 340-5883
www.creativepipe.com

☒ SELECT DESIRED OPTION

☐ CROSS BAR - CB

☒ SELECT DESIRED MOUNTING OPTION

☐ EMBEDDED - E

☒ SURFACE FLANGE - F (SHOWN)

☒ SELECT DESIRED FINISH

☐ HOT-DIPPED GALVANIZED - G

☒ POLYESTER POWDER COAT - P

☐ STAINLESS STEEL (W/ SATIN FINISH) - SS

☐ THERMOPLASTIC POWDER COAT - T

☒ SELECT DESIRED COLOR

☐ RED

☐ GREY

☐ GREEN

☐ YELLOW

☒ BLACK

☐ WHITE

☐ BLUE

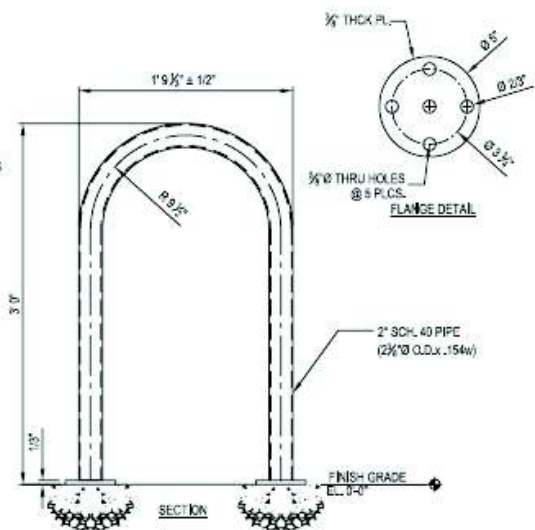
☐ BEIGE

☐ BRONZE

☐ TEAL

☐ SKY BLUE

☐ CUSTOM



NOTES:

1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS.
2. DO NOT SCALE DRAWINGS.
3. CONTACT MANUFACTURER FOR CUSTOM COLORS.
4. CONTRACTORS NOTE: FOR PRODUCT AND COMPANY INFORMATION, VISIT www.CADetail.com for REFERENCE NUMBER 474-022F.



INVERTED "U" RACKS

MODEL SJ - 20 - F - 2" LB. STEEL PIPE, FLANGED

474-022F

PROTECTED BY COPYRIGHT - 01/02/05

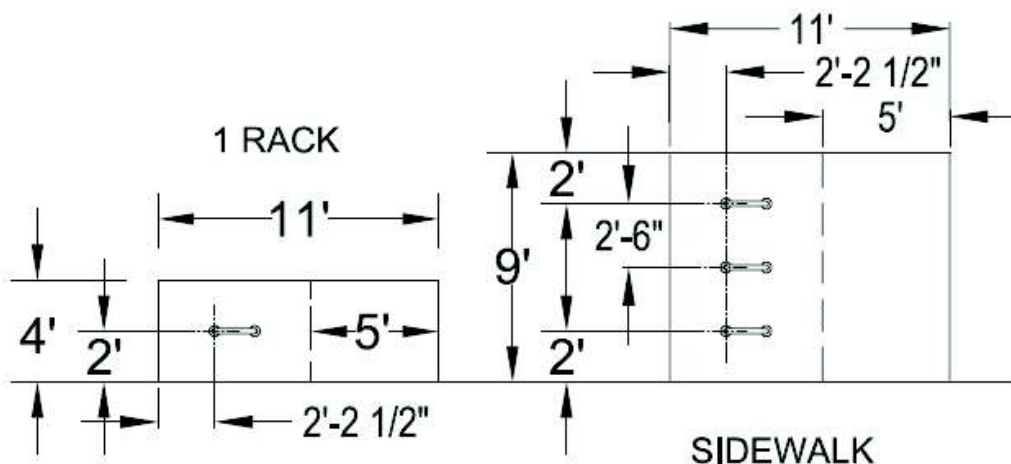
www.CADetail.com

NOTES:

- Parking pad is 6" concrete slab. Size shown is 4'x6' min. pad for single rack and 2'-6" additional width per rack for racks to be spaced 2'-6" o.c. If more than one.
- 5' wide unobstructed maneuvering area is required behind racks; requires 4'x11' min. pad when oriented parallel to a sidewalk as shown.
- Other placements shall meet minimum size requirements.
- Bicycle parking shall not encroach on accessible paths.
- Designated placement within parking lots may also be acceptable.

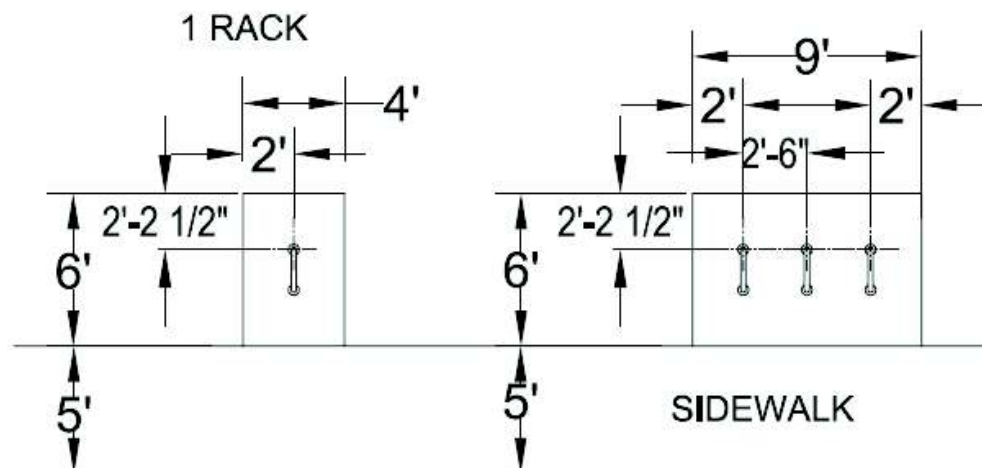
OPTION 1: PARALLEL TO SIDEWALK (PREFERRED)

3 RACKS



OPTION 2: PERPENDICULAR TO SIDEWALK

3 RACKS



TOWN OF APEX

STANDARDS

BICYCLE PARKING

STD. NO.

3.15

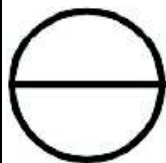
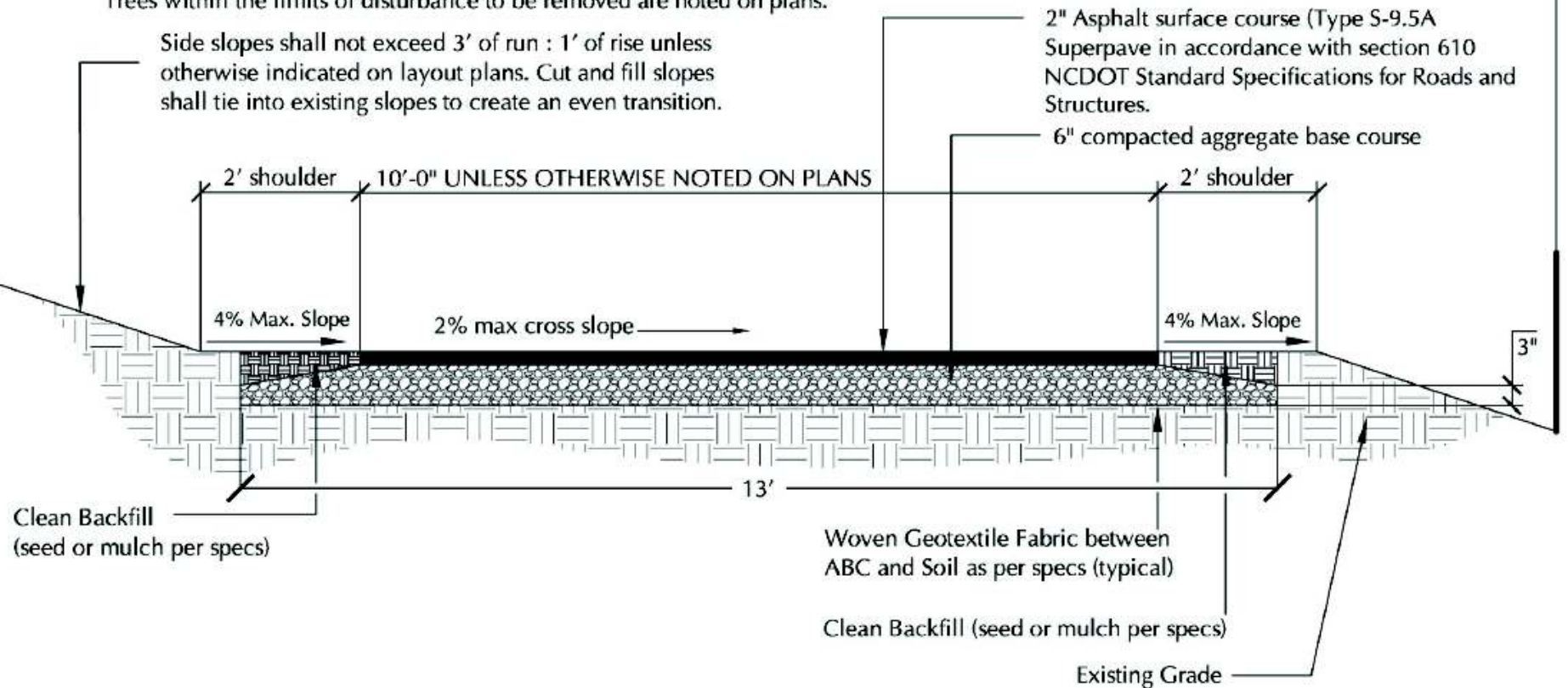
20' LIMITS OF DISTURBANCE
ON ALL TRAIL SURFACES

Notes:

1. Cross slope direction varies. See layout plans for direction of slope.
2. Contractor is responsible for re-establishing all slopes disturbed by construction.
3. Contractor shall not clear outside the 20' limit of disturbance.

Trees within the limits of disturbance to be removed are noted on plans.

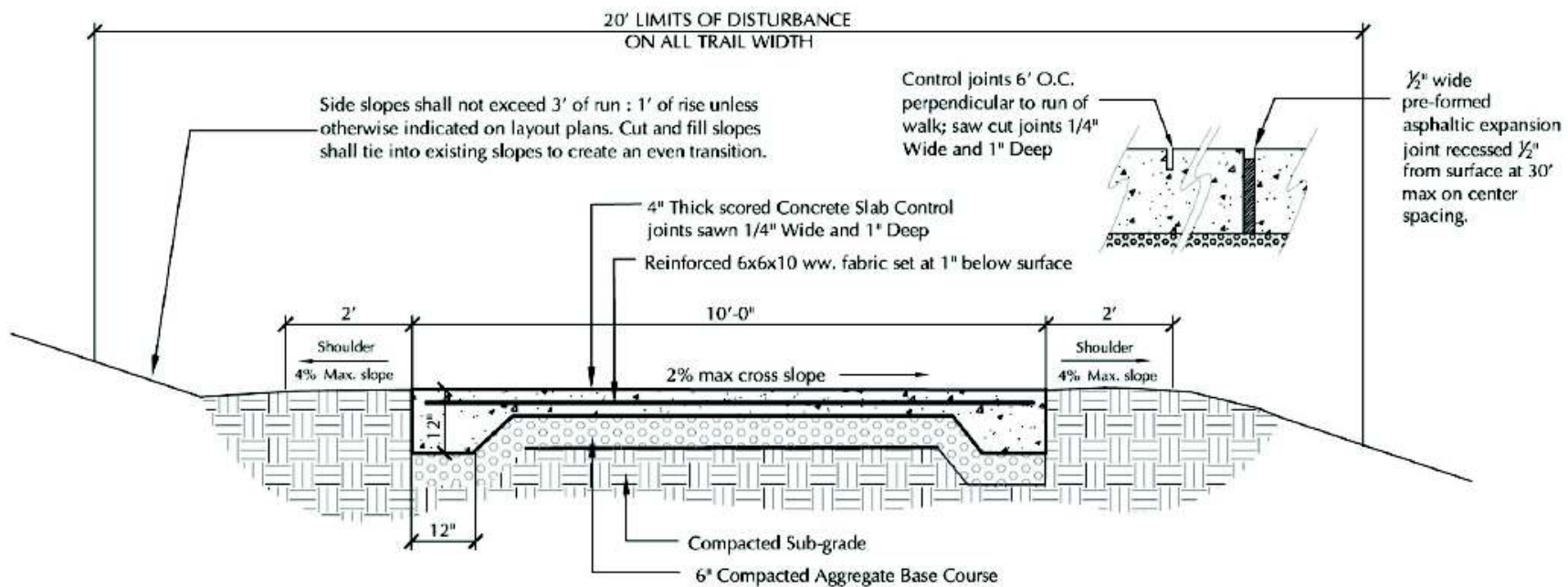
Side slopes shall not exceed 3' of run : 1' of rise unless otherwise indicated on layout plans. Cut and fill slopes shall tie into existing slopes to create an even transition.



TYPICAL ASPHALT GREENWAY

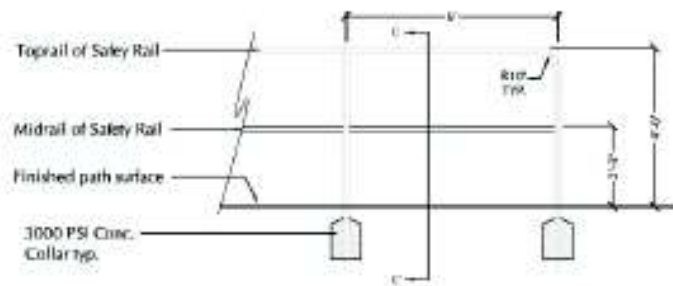
SECTION VIEW

SCALE: 1/2" = 1'- 0"

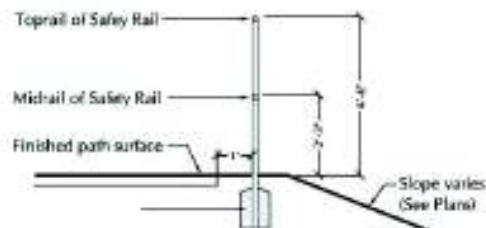


B
L12 TYPICAL KEYED CONCRETE
SECTION VIEW

SCALE: 3/8" = 1' - 0"

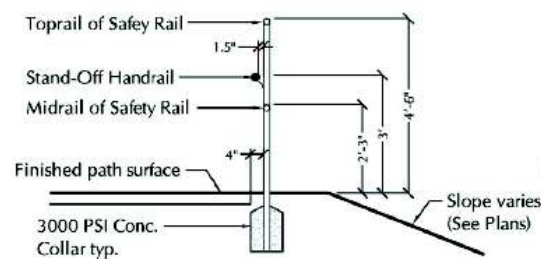
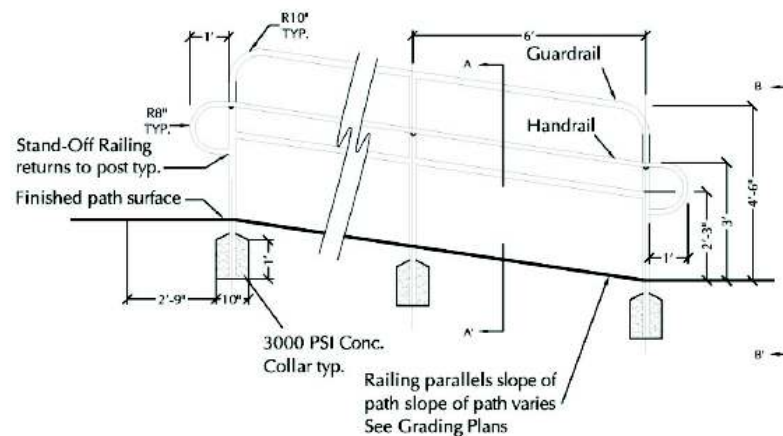


SAFETY RAIL
ELEVATION VIEW

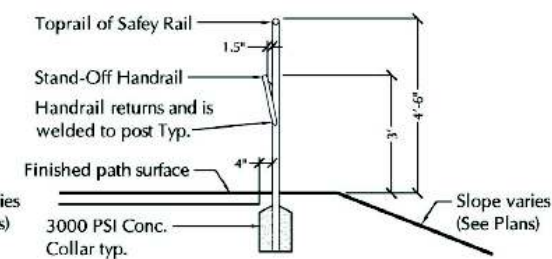


SAFETY RAILING DETAIL

ELEVATION & SECTION VIEW



SECTION VIEW A-A'

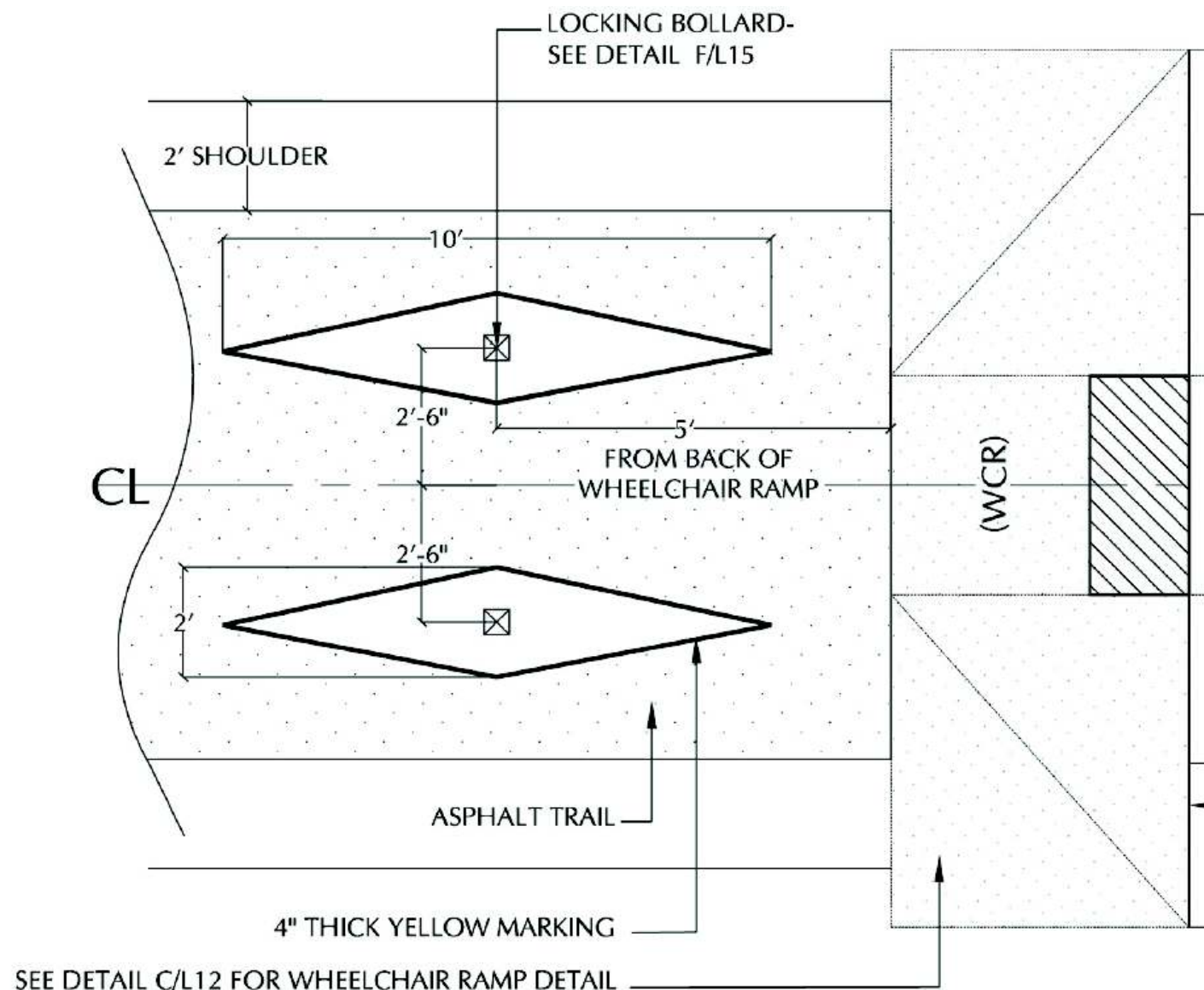


SECTION VIEW B-B'

SAFETY RAILING /HAND RAILING DETAIL

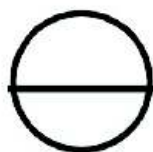
SECTION VIEW

SCALE: 1/4" = 1'- 0"



NOTE:

1. SEE PLAN FOR LOCATIONS BOLLARDS AND MARKING LOCATIONS



BOLLARD AND PAVEMENT MARKINGS

ELEVATION VIEW

SCALE: 3/8" = 1'-0"

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 14, 2022

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 May 24, 2022.

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 MAY 24, 2022

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 24th day of May 2022.

The Apex Town Council held a public hearing on the 24th day of May 2022. Dianne Khin, Director of Planning and Community Development, presented the Planning Board's vote to recommend approval by a vote of 8 to 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 speak at the public hearing before the Apex Town Council. No one who wanted to speak was turned away.

The Town Council the 24th day of May 2022 by a vote of 5 to 0, approved the Ordinance for UDO Amendments.

The Apex Town Council finds from information and testimony provided at the public hearing that the approval of the various UDO Amendments of May 24, 2022 are consistent with the Advance Apex: The 2045 Plan and reasonable and in the public interest for the following reason(s):

1. The amendments to UDO Secs. 2.2.7 *Neighborhood Meeting*; 2.2.11 *Public Notification, Timing of Notice*; 2.3.3.D *Conditional Zoning Districts, Required Neighborhood Meeting*; 2.3.4.E *Planned Development Districts, Procedures*; 2.3.16 *Sustainable Development Conditional Zoning District, Procedures*; 4.2.2 *Use Table*; and 4.4.2 *Public and Civic Uses, School, public or private* increase the amount of public notice for certain Minor Site Plans. Specifically, the amendments change the name of Sec. 2.2.7 to *Neighborhood Notice* in several sections; require applicants of Minor Site Plans for various high-intensity land uses to hold a neighborhood meeting prior to the submittal of the application; require applicants of Minor Site Plans for remaining non-high intensity land uses located on land that has not had a rezoning approval in the previous two years and that is located within 300' of a residential land use to send a letter explaining the project and providing their contact information to property owners and tenants within 300' of the subject property; and move the current neighborhood meeting requirement for School, public or private from Sec. 4.4.2.H to Sec. 2.2.7.
2. The amendment to UDO Sec. 4.4.1.E *Supplemental Standards, Residential Use, Manufactured Home* removes the requirement for a continuous masonry wall under the perimeter of the home in accordance with recent changes to State law and adds a requirement an opaque or semi-opaque skirting material.
3. The amendments to UDO Sec. 4.4.2.C *Supplemental Standards, Public and Civic Uses, Day Care* amend the standards for day care facilities in the Light Industrial (LI) zoning district to provide more flexibility in how the use is allowed and add a separation standard from the use Gas and fuel, wholesale.
4. The amendments to UDO Sec. 4.2.2 *Use Table*, 4.3.6.A.3 *Use Classifications, Industrial Service, Gas and fuel, wholesale*, and Sec. 4.4.6.A *Supplemental Standards, Industrial Uses* modify the definition of the use Gas and fuel, wholesale and add a separation requirement from the uses Day care facility; School, public or private; Hospital; and Nursing or convalescent facility.

5. The amendment to UDO Sec. 5.2.7 *Dimensional Standards for Detached Accessory Structures* allows detached accessory structures or buildings to be no more than five (5) feet taller than the principal building or structure.
6. The amendments to UDO Sec. 7.5.1.B *Required Improvements, Exemptions* clarify which driveway-related improvements are not exempt from public road improvements.

Jacques K. Gilbert
Mayor

ATTEST:

Allen Coleman, CMC, NCCCC
Town Clerk

Date

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 14, 2022

Item Details

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

Department(s): Planning and Community Development

Requested Motion

Motion to set the Public Hearing for the June 28, 2022 Town Council meeting regarding various amendments to the Unified Development Ordinance (UDO).

Approval Recommended?

The Planning and Community Development Department recommends approval.

Item Details

Summary of UDO Amendments

Requested by Planning Committee of Town Council:

1. Amendments to Sec. 8.1.6 *Retaining Structures* in order to provide standards for retaining structures associated with walk-out basements.

Requested by Planning Staff and Inspections Staff:

2. Amendment to Table 5.2.2.B.4 *Permitted Encroachments into Required Setbacks* in order to remove HVAC and mechanical units from the appurtenances section and to allow them to be placed anywhere in the side yard or rear yard to be consistent with state building code provisions.

Requested by Planning Staff:

3. Amendments to Secs. 4.3.2.N *Use Classifications, Public and Civic Uses*; 4.3.5.G *Use Classifications, Retail Sales and Service*; and 4.4.5.G *Supplemental Standards, Commercial Uses, Retail Sales and Service* in order to allow "pet crematory" as an accessory use in "Kennel", "Pet services", and "Veterinary Clinic or Hospital".
4. Amendments to Sec. 4.5.6.C *Accessory Apartment* in order to allow accessory apartments outside of the Small Town Character Overlay District to be up to 40% of the heated square footage of the principal single-family dwelling.
5. Amendment to Table 8.3-1: *Off-Street Parking Schedule "A"* in order to remove "outdoor" from the use "Kennel, outdoor" in order to be consistent with the "Kennel" use listed in Article 4: Use Regulations.

6. Amendment to Sec. 8.3.6 *Parking Lot Design Standards* in order to specify when wheel stops are required in parking lots and to provide an exception to the standard concrete wheel stop on historic properties with gravel parking.

Attachments

- N/A



| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 14, 2022

Item Details

Presenter(s): Steve Maynard Purchasing & Contracts Manager

Department(s): Finance

Requested Motion

Motion to receive the report of contract awards to National Transformer Sales and Wesco for the purchase of material for inventory stock and Pleasant Park project, pursuant to NC General Statutes §143-129 and Town Resolution dated February 1, 2004

Approval Recommended?

Yes

Item Details

Pursuant to NCGS 143-129 and Town Resolution dated February 1, 2004, the Purchasing Manager is authorized to bid and award purchase contracts in formal bidding range. The Purchasing Manager is required to report such contract awards at the first Council meeting following the award of the contract.

- 1) Formal bids were submitted on May 27, 2022 at 2:00 PM for single phase and 3 phase pad mount transformers. Based on the price, the 3 phase transformers were awarded to National Transformer Sales and the single phase transformers were awarded to Wesco.
- 2) Formal bids were submitted on May 27, 2022 at 2:00 PM for a 350 and 750 underground primary conductor. Based on the price, the conductor was awarded to Wesco.
- 3) Formal bids were submitted on June 3, 2022 at 2PM for light fixtures, poles, anchor bases, and photo controls for the Pleasant Park project. Wesco was awarded the bid based on construction plans, design of light fixtures, and lead time.
- 4) Formal bids were submitted on June 3, 2022 at 2PM for PME 9 switchgears and ground sleeves for PME 9. Wesco was awarded the bid based price.

Attachments

Bids
Bid Tab





Technology International, Inc.
1349 South International Pkwy, Suite 2411
Lake Mary, FL 32746
Tel: (407) 359-2373
Fax: (407) 359-2372
E-mail: tii@tii-usa.com
Website: www.tii-usa.com

Equipment Proposal

Description: Pleasant Park Light Fixtures, Poles, Anchors, & Photocells

Attention: Town of Apex
105 Upchurch St.
Apex, NC 27502

TII Ref: TII/NC/0622/22472

Date: 06/02/2022

DUNS Number: 877177162

Cage Code: 1RX34

Tax ID # 650342335

Registered in www.sam.gov

"We are a Small Business"

In response to your quote request for Pleasant Park Light Fixtures, Poles, Anchors, & Photocells, Technology International, Inc. is pleased to submit the following for consideration:

ITEM NO.	QTY	DESCRIPTION/ MODEL NO.	UNIT PRICE	EXTD. PRICE
1	29	Part # AVPL-ATR1-T4-4Q2-105-4K-120/277-PT23-Graphite Metallic-PCR7-SC - Post Top	\$975.00	\$28,275.00
2	29	Part # AVPL-RTA-DB-15-4-3-.125-PT23-Graphite Metallic - 15' AG Direct Burial Pole	\$648.00	\$18,792.00
3	29	Part # 3024TP40R TENON RD 3X2.4 SCH-80 X 4.0"L	No Quote	No Quote
4	62	Part # AVPL-TER-S-T4-4Q4-105-3K-120/277-1-RP-BLK-PCR7-SC - Led Area Light	\$990.00	\$61,380.00
5	46	Part # AVPL-RTA-34FT8IN-8-4.5-.156-DM19-BLK 34' Round Tapered Aluminum Pole	\$2,705.00	\$124,430.00

6	8	Part # AVPL-RTA-34FT8IN-8-4.5-156-DM28-BLK Round Tapered Aluminum Pole	\$2,705.00	\$21,640.00
7	54	Part # 436RB408 1X36 4-BOLT 8" RD TEMP	No Quote	No Quote
8	54	ANCHOR BASE FOR 34' POLES	No Quote	No Quote
9	100	Part # AVPL-TPC-7 PIN 120/277v - Led Photocell	\$31.00	\$3,100.00
Total.....\$257,617.00				

Warranty: Manufacturer's standard warranty applies.

Delivery:

- Estimated delivery is **36 Weeks** after receipt of order and approved submittal.
- Please note, due to COVID-19 there may be unanticipated disruptions and delays in the supply chains globally, for parts, components, equipment and internal manufacturing services such as engineering, production allocation, and logistics. This may result in manufacturing & delivery delays out of our control. We will do our best to communicate all such impacts and reduce the effects of any such delays.
- All delivery dates quoted are subject to manufacturer's confirmation at time of order.
- Submittal data will be provided for approval after receipt of order (if applicable)
- Customer to provide equipment and personnel to unload
- TII will provide MSO at time of payment confirmation. Customer is responsible for all titling and registration of trailer (If Applicable)

Freight: Included to Apex, NC 27502

Payment Terms: NET 30

Prompt Payment discount: 1/4 % 10 days

Quote Validity: 30 days.

***** Notes:**

- Quoted price is not available on a line item basis. This is an offer for a lump sum contract.

Technology International, Inc. Corporate data:

We are a small business and our Tax Payer Identification Number (TIN): 650342335. The price quoted does not include any sales, excise or similar taxes.

We trust that this proposal will meet your requirements and we look forward to hearing from you.

If you have any questions or need more information, please contact us by phone at 407-359-2373, fax at 407-359-2372 or email us at tii@tii-usa.com

TOWN OF APEX SCHEDULE

PROJECT: PLEASANT PARK LIGHTS
 BID DATE: JUNE 3, 2022 – 2:00PM
 FROM: WESCO DISTRIBUTION INC.

	QTY	BRAND	PART #	DESCRIPTION	PRICE	TOTAL
6 to 9 weeks	29	INVUE	ARB-B3-LED-D1-T4-GM-PER7	INVUE ARBOR POST TOP	\$2,034.87	\$59,011.23
16 to 20 weeks	29 *	VALMONT	150830404TEA	15'8X3X4X125 TRP RD EMB LTPOLE, FINISH: PNT, VMS5099 GRPH METL	\$481.87 Price incl Tenon 3024TP40R	\$13,974.23
	29	VALMONT	3024TP40R	TENON RD 3X2.4 SCH-80 X 4.0"L	Included in the price above.	-----
6 to 9 weeks	62	STREEWORK	GLAN-SA4C-730-U-T4W-BK-PR7	213W/27,832 LUMENS W/1A DRIVE CURRENT	\$836.64	\$51,871.68
16 to 20 weeks	54 *	VALMONT	340845805T4	34'8X4.5X8X156 RD 4BLT LTPOLE, FINISH: PNT,PWD BLACK DBL NOTE: QTY 46 D1 8 D2	\$1,808.75 Price includes Pole Top Cap & 4-Bolt	\$97,672.50
	54	VALMONT	45RPT	RD POLE TOP CAP ASSY 4-1/2"	Included in the price above.	-----
	54	VALMONT	436RB408	1X36 4-BOLT 8" RD TEMP	Included in the price above.	-----
9 to 11 weeks	54	HUBBELL	C11242NG4VP	ANCHOR BASE FOR 34' POLES	\$665.94	\$35,960.76
13 to 14 weeks	100	GATEWAY	PHOTOCONTROL LED	QUOTING: GW-LL 127-1.5-GN-40	\$16.39	\$1,639.00

- * Pricing includes hand holes and anchor bolts for anchor bolt pole. Additionally, (46) poles will be drilled for a single luminaire and (8) poles will be drilled for twin luminaires at 180 degrees. Drilling pattern to be supplied at time of order.

Quotes Expire: 6.22.22

SCOPE OF MATERIALS

PROJECT: SWITCHGEARS & GROUND SLEEVES
BID DATE: MAY 30, 2022 2:00 PM

1. SCOPE OF THE BID

THE WORK SHALL INCLUDE FURNISHING ALL EQUIPMENT AS SET FORTH IN THE BID SCHEDULE AND AS SPECIFIED HEREIN.

2. GENERAL CONDITIONS

2.1 ALL MATERIALS AND EQUIPMENT SHALL BE NEW.

2.2 THESE SPECIFICATIONS DESCRIBE THE TYPE, SIZE, AND CHARACTERISTICS OF THE VARIOUS MATERIALS AND EQUIPMENT REQUIRED TO BE FURNISHED.

2.3 STRICT ADHERENCE TO THESE GENERAL SPECIFICATIONS IS REQUESTED TO FACILITATE REVIEW AND CONSIDERATION OF THE PROPOSAL.

2.4 PROPOSALS SHALL INCLUDE THE FOLLOWING:

CATALOG NUMBERS, MANUFACTURER, RATINGS, CHARACTERISTICS, TYPES, SIZES, ETC., OF ALL MATERIALS AND EQUIPMENT INCLUDED. A SIMPLE STATEMENT THAT ALL NECESSARY MATERIALS AND EQUIPMENT WILL BE PROVIDED IS NOT SATISFACTORY.

2.5 PRICES SHALL INCLUDE THE COST OF DELIVERY TO THE TOWN OF APEX PUBLIC WORKS WAREHOUSE ON UPCHURCH ST. IN APEX, NORTH CAROLINA.

SWITCHGEAR	QUANTITY	UNIT PRICE	TOTAL PRICE	MANUFACTURER
PME 9 SWITCHGEAR 25kV RATED- AIS-9 CONFIGURATION- 600A DEADBREAK BUSHING- S&C SM-20 FUSE MOUNTING, RATED 27kV, 200A RMS HUBBELL B090A20 or EQUIVALENT	5	\$27,521.00	\$137,605.00	S&C Electric Co. 22 to 24 weeks
GROUND SLEEVE MOUNTING FOR PME9 SWITCHGEAR	5	\$1,757.00	\$8,785.00	Hogslat 6 to 7 weeks

PME 9 AND GROUND SLEEVE
BID TAB

BIDDER		PME 9	TOTAL		GROUND SLEEVE	TOTAL
WESCO		27,521.00	137,605.00		1,757.00	8,785.00
		Wesco awared bid. No other bids received.				

Single Phase and 3 Phase
Pad Mount Bid Tab

Bidder		50 kva		167 kva		750 kva	
National Transformer Sales		No Bid		No Bid		32,716	
Wesco		9,470		17,900		49,000	
	<p>National Transformer awarded the 750 kva 3 phase</p> <p>Wesco awarded the 50 kva and 167 kva single phase</p>						

TOWN OF APEX, NORTH CAROLINA

PROJECT: Single Phase and 3 Phase Pad Mount Transformer
BID DATE: May 27, 2022 2:00 PM

SELLER DOES HEREBY COVENANT AND AGREE WITH THE TOWN OF APEX THAT SELLER WILL FAITHFULLY FURNISH THE MATERIALS AS ABOVE SET OUT IN ACCORDANCE WITH EACH AND EVERY ONE OF THE CONDITIONS, COVENANTS, STIPULATIONS, TERMS, AND PROVISIONS CONTAINED IN THE SPECIFICATIONS AT THE PRICES AND RATES RESPECTIVELY NAMED THEREOF IN THE PROPOSAL ATTACHED HERETO, AND WILL FAITHFULLY COMPLY WITH EACH AND EVERY OBLIGATION IMPOSED UPON SELLER BY SAID SPECIFICATIONS OR THE TERMS OF SAID AWARD.

THE TERMS AND CONDITIONS OF SALE AS STATED IN THIS ORDER OR PROPOSAL GOVERN IN EVENT OF CONFLICT WITH ANY TERMS OF SELLER'S PROPOSAL, AND ARE NOT SUBJECT TO CHANGE BY REASON OF ANY WRITTEN OR VERBAL STATEMENTS BY SELLER OR BY ANY TERMS STATED IN SELLER'S ACKNOWLEDGEMENT UNLESS SAME BE ACCEPTED IN WRITING BY THE ENTITY.

ACCEPTANCE OF THE PURCHASE ORDER INCLUDES ACCEPTANCE OF ALL TERMS, CONDITIONS, PRICES, DELIVERY INSTRUCTIONS, AND SPECIFICATIONS AS SHOWN ON THE ORDER OR ATTACHED TO AND MADE A PART OF THIS ORDER.

BUYER SHALL HAVE THE RIGHT TO TERMINATE THIS ORDER IN WHOLE OR PART AT ANY TIME AT ITS CONVENIENCE.

TERMS AND CONDITIONS SUBJECT TO UNIFORM COMMERCIAL CODE, CHAPTER 2.



David Hicks, Sales Manager, Carolinas

5.27.22

SIGNED BY SELLER

DATE

COMPANY NAME QUOTING Wesco Distribution Inc.

PERSON TO CONTACT AND PHONE NUMBER Johnathan Avery 910-214-5237

TANK- MINIMUM 11 GAUGE STEEL, COMPLETE WITH LIFTING AREA, GROUNDING LUGS, TWO BUSHING PRIMARY, PRESSURE RELIEF DEVICES AS REQUIRED, AND RENEWABLE HAND HOLES AS REQUIRED. CERTIFIED NON-PCB LESS THAN 2 PPM. TRANSFORMER SIZE STENCILED ON OUTSIDE.

ACCESSORY EQUIPMENT

TRANSFORMER SHALL HAVE A SURGE ARRESTER MOUNTING BRACKET, AN 18KV MOV POLYMER SURGE ARRESTER, LIFTING LUGS, A PRESSURE RELIEF DEVICE PER IEEE C57.12.20-6.2.7.1 AND A NAMEPLATE PER IEEE C57.12.00.5.12.2.

DESCRIPTION

DISTRIBUTION TRANSFORMER, THREE-PHASE UNDERGROUND, PADMOUNTED, RATED 22860/13200 VOLTS "WYE" TO 208Y/120 VOLTS "WYE", 65* C, OIL-FILLED, WITH 2- 2 ½% HIGH VOLTAGE TAPS (BELOW) AND 2- 2 ½% HIGH VOLTAGE TAPS (ABOVE), LOOP FEED PRIMARY, SIX (6) HV UNIVERSAL BUSHING WELLS, LOOP FEED, DEAD FRONT, TIN-PLATED FOUR-HOLE SPADE TYPE LV BUSHINGS, BAYONET HV FUSES WITH INTERNAL PARTIAL RANGE CURRENT LIMITING FUSES, PADLOCK PROVISIONS AND PENTA-HEAD CAPTIVE BOLT. PCB SHALL BE LESS THAN 2 PPM WITH CERTIFIED "NON-PCB" STICKER. TRANSFORMER KVA RATING TO BE STENCILED ON EXTERIOR OF CABINET. 24" DEEP TERMINAL COMPARTMENT. EXTERNAL "MR. OUCH" SAFETY LABEL TO BE INCLUDED MINIMUM OF 4.5" X 8".

DESCRIPTION

DISTRIBUTION TRANSFORMER, THREE-PHASE UNDERGROUND, PADMOUNTED, RATED 22860/13200 VOLTS "WYE" TO 480Y/277 VOLTS "WYE", 65* C, OIL-FILLED, WITH 2- 2 ½% HIGH VOLTAGE TAPS (BELOW) AND 2- 2 ½% HIGH VOLTAGE TAPS (ABOVE), LOOP FEED PRIMARY, SIX (6) HV UNIVERSAL BUSHING WELLS, LOOP FEED, DEAD FRONT, TIN-PLATED FOUR-HOLE SPADE TYPE LV BUSHINGS, BAYONET HV FUSES WITH INTERNAL PARTIAL RANGE CURRENT LIMITING FUSES, PADLOCK PROVISIONS AND PENTA-HEAD CAPTIVE BOLT. PCB SHALL BE LESS THAN 2 PPM WITH CERTIFIED "NON-PCB" STICKER. TRANSFORMER KVA RATING TO BE STENCILED ON EXTERIOR OF CABINET. 24" DEEP TERMINAL COMPARTMENT. EXTERNAL "MR. OUCH" SAFETY LABEL TO BE INCLUDED MINIMUM OF 4.5" X 8".

TRANSFORMER SIZE	QUANTITY	UNIT PRICE	TOTAL PRICE	MANUFACTURER
50 KVA SINGLE PHASE	41	\$9,470.00	\$388,270.00	GE Prolec
167 KVA SINGLE PHASE	40	\$17,900.00	\$716,000.00	GE Prolec
750 KVA 3 PHASE 480/277	2	\$49,080.00	\$98,160.00	GE Prolec

DELIVERY SCHEDULE: 70 weeks

NEAREST AUTHORIZED REPAIR FACILITY: SOUTHEASTERN TRANSFORMERS, DUNN, NC.

TOWN OF APEX SCHEDULE

PROJECT: UG CONDUCTOR
 BID DATE: MAY 27, 2022 – 2:00PM

<u>TOTAL PRICE</u>		<u>PART#</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>TOTAL</u>
E186		350 UG PRIMARY				
		25KV UNDERGROUND PRIMARY				
		POWER CONDUCTOR, 350 AWG		37,600 FT	\$ 16.50/ft	total: \$620,400.00
		37 STR ALUMINUM, 260 MIL EPR				
		INSULATION, FULL CAPACITY				Delivery: 30 weeks ARO
		BARE COPPER CONCENTRIC				
		NEUTRAL, OKONITE 161-23-4090				
		OR EQUIVALENT				
E388		750 UG PRIMARY				
		CONDUCTOR, JACKETED				
		25KV, 750 MCM KCMIL ALUMINUM				
		1/3 CONCENTRIC NEUTRAL, DOUBLE				
		SEAL, 260 MIL EPR, OKONITE 162-23-4096		6,700 FT	\$ \$21.50/ft	total: \$144,050.00
		OR EQUIVALENT				Delivery: 5 weeks ARO

MANUFACTURER: AMERICAN WIRE GROUP

CODE NAME: NOT APPLICABLE

DELIVERY SCHEDULE: PLEASE SEE ITEMS

BID DATE: MAY 27, 2022 – 2:00PM

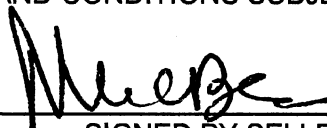
SELLER DOES HEREBY COVENANT AND AGREE WITH THE TOWN OF APEX THAT SELLER WILL FAITHFULLY FURNISH THE MATERIALS AS ABOVE SET OUT IN ACCORDANCE WITH EACH AND EVERY ONE OF THE CONDITIONS, COVENANTS, STIPULATIONS, TERMS, AND PROVISIONS CONTAINED IN THE SPECIFICATIONS AT THE PRICES AND RATES RESPECTIVELY NAMED THEREOF IN THE PROPOSAL ATTACHED HERETO, AND WILL FAITHFULLY COMPLY WITH EACH AND EVERY OBLIGATION IMPOSED UPON SELLER BY SAID SPECIFICATIONS OR THE TERMS OF SAID AWARD.

THE TERMS AND CONDITIONS OF SALE AS STATED IN THIS ORDER OR PROPOSAL GOVERN IN EVENT OF CONFLICT WITH ANY TERMS OF SELLER'S PROPOSAL, AND ARE NOT SUBJECT TO CHANGE BY REASON OF ANY WRITTEN OR VERBAL STATEMENTS BY SELLER OR BY ANY TERMS STATED IN SELLER'S ACKNOWLEDGEMENT UNLESS SAME BE ACCEPTED IN WRITING BY THE ENTITY.

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TERMS AND CONDITIONS SUBJECT TO UNIFORM COMMERCIAL CODE, CHAPTER 2.

 _____ SIGNED BY SELLER	05/11/2022 _____ DATE
--	-----------------------------

COMPANY NAME QUOTING AMERICAN WIRE GROUP
 2980 NE 207th Street, PH Aventura, FL 33180

PERSON TO CONTACT MICHAEL BLAHA, VP UTILITY SALES
 or JULIA NASSONOV, INSIDE SALES MANAGER

PHONE NUMBER 954-455-3050
 SALES@BUYAWG.COM

TOWN OF APEX SCHEDULE

PROJECT: UG CONDUCTOR
 BID DATE: MAY 27, 2022 – 2:00PM

<u>TOTAL PART#</u>		<u>DESCRIPTION</u>	<u>QUANTITY</u>		UNIT
<u>PRICE</u>	<u>PRICE</u>				
E186		350 UG PRIMARY 25KV UNDERGROUND PRIMARY POWER CONDUCTOR, 350 AWG 37 STR ALUMINUM, 260 MIL EPR INSULATION, FULL CAPACITY BARE COPPER CONCENTRIC NEUTRAL, OKONITE 161-23-4090 OR EQUIVALENT	37,600 FT	\$ <u>482,784.00</u>	
PLEASE NOTE: price expires 5.27.22					

<u>TOTAL PART#</u>		<u>DESCRIPTION</u>	<u>QUANTITY</u>		UNIT	TOTAL
<u>PRICE</u>	<u>PRICE</u>					
E388		750 UG PRIMARY CONDUCTOR, JACKETED 25KV, 750 MCM KCMIL ALUMINUM 1/3 CONCENTRIC NEUTRAL, DOUBLE SEAL, 260 MIL EPR, OKONITE 162-23-4096 OR EQUIVALENT	6,700 FT	\$ <u>84,353.00</u>		

MANUFACTURER: Okonite

CODE NAME: Okonite 350, 161-23-4090 and Okonite 750, 162-23-4096

DELIVERY SCHEDULE: Okonite 350, 39-40 wks (end of Feb 2023) and Okonite 750, 12/19/22 stock run

BID DATE: MAY 27, 2022 – 2:00PM

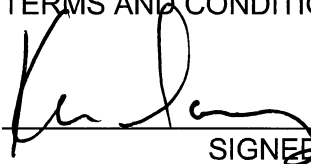
SELLER DOES HEREBY COVENANT AND AGREE WITH THE TOWN OF APEX THAT SELLER WILL FAITHFULLY FURNISH THE MATERIALS AS ABOVE SET OUT IN ACCORDANCE WITH EACH AND EVERY ONE OF THE CONDITIONS, COVENANTS, STIPULATIONS, TERMS, AND PROVISIONS CONTAINED IN THE SPECIFICATIONS AT THE PRICES AND RATES RESPECTIVELY NAMED THEREOF IN THE PROPOSAL ATTACHED HERETO, AND WILL FAITHFULLY COMPLY WITH EACH AND EVERY OBLIGATION IMPOSED UPON SELLER BY SAID SPECIFICATIONS OR THE TERMS OF SAID AWARD.

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TERMS AND CONDITIONS SUBJECT TO UNIFORM COMMERCIAL CODE, CHAPTER 2.

	Ken Saray - Branch Manager	May 27th, 2022
SIGNED BY SELLER		DATE

COMPANY NAME QUOTING Wesco Distribution Inc

PERSON TO CONTACT Johnathan Avery or Jude Diamond-Brooks

PHONE NUMBER 910-214-5237 or 919-831-4663

350 750 Underground
Primary Conductor

Bidder		350 Conductor(37,600 ft)		750 Conductor(6,700 ft)	
American Wire Group		620,400.00		144,050.00	
		16.50 per ft		21.50 per ft	
Wesco		482,784.00		84,353.00	
		12.84 per ft		12.59 per foot	
		Wesco awarded bid base on			

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for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 14, 2022

Item Details

Presenter(s): Vance Holloman, Finance Director

Department(s): Finance Department

Requested Motion

Motion to adopt a Resolution authorizing the Chatham County Tax Administrator to collect taxes on behalf of the Town of Apex.

Approval Recommended?

Yes

Item Details

This is a routine authorization that Chatham County will require on an annual basis.

Attachments

- Resolution to Collect Taxes-Chatham County





**RESOLUTION NO. 22-
RESOLUTION TO COLLECT TAXES**

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF APEX, that the Tax Administrator of the County of Chatham is hereby authorized, empowered, and commanded to collect the taxes set forth in the tax records filed in the Tax Office of the Chatham County Tax Administrator in the amounts and from the taxpayers likewise therein set forth. Such taxes are hereby declared to be a first lien upon all real property of the respective taxpayers in the Town of Apex, and this order shall be a full and sufficient authority to direct, require, and enable the Tax Administrator of the County of Chatham to levy on and sell any real or personal property of such taxpayers, for and on account thereof, in accordance with law.

Witness my hand and official seal, this the 14th day of June 2022.

Jacques K. Gilbert
Mayor

Attest:

(SEAL)

Allen L. Coleman, CMC, NCCCC
Town Clerk

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 14, 2022

Item Details

Presenter(s): Vance Holloman, Finance Director

Department(s): Finance Department

Requested Motion

Motion to adopt a Resolution authorizing the Wake County Revenue Director to collect taxes on behalf of the Town of Apex.

Approval Recommended?

Yes

Item Details

This is a routine authorization that Wake County requires on an annual basis.

Attachments

- Resolution to Collect Taxes-Wake County





RESOLUTION NO. 22-_____
RESOLUTION TO COLLECT TAXES

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF APEX, that the Revenue Director of the County of Wake is hereby authorized, empowered, and commanded to collect the taxes set forth in the tax records filed in the Office of the Wake County Revenue Director in the amounts and from the taxpayers likewise therein set forth. Such taxes are hereby declared to be a first lien upon all real property of the respective taxpayers in the Town of Apex, and this order shall be a full and sufficient authority to direct, require, and enable the Revenue Director of the County of Wake to levy on and sell any real or personal property of such taxpayers, for and on account thereof, in accordance with law.

Witness my hand and official seal, this the 14th day of June 2022.

Jacques K. Gilbert
Mayor

Attest:

(SEAL)

Allen L. Coleman, CMC, NCCCC
Town Clerk

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 14, 2022

Item Details

Presenter(s): Lauren Staudenmaier, Planner II

Department(s): Planning and Community Development

Requested Motion

Motion to approve Statement of the Town Council and Ordinance for Rezoning Case #21CZ26 Humie Olive Commercial, Jeff Roach, Peak Engineering & Design PLLC., petitioner, for the properties located at 0 & 7525 Humie Olive Road.

Approval Recommended?

The Planning and Community Development Department recommends approval.

Item Details

Rezoning Case #21CZ26 was approved at the May 24, 2022 Town Council meeting.

Attachments

- Statement & Ordinance of the Town Council
- Attachment A- Legal Description



STATEMENT OF TOWN COUNCIL AND ORDINANCE AMENDING THE OFFICIAL ZONING DISTRICT MAP OF THE TOWN OF APEX TO CHANGE THE ZONING OF APPROXIMATELY 7.69 ACRES LOCATED AT 0 & 7525 HUMIE OLIVE ROAD FROM RURAL RESIDENTIAL (RR) TO NEIGHBORHOOD BUSINESS-CONDITIONAL ZONING (B1-CZ)

#21CZ26

WHEREAS, Jeff Roach, PE, Peak Engineering & Design, PLLC. /David Ray Powell/JVI Building & Development, owner/applicant (the "Applicant"), submitted a completed application for a conditional zoning on the 1st day of October 2021 (the "Application"). The proposed conditional zoning is designated #21CZ26;

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 #21CZ26 before the Planning Board on the 11th day of April 2022;

WHEREAS, the Apex Planning Board held a public hearing on the 11th day of April 2022, gathered facts, received public comments and formulated a recommendation regarding the application for conditional zoning #21CZ26. A motion was made by the Apex Planning Board to recommend approval; the motion passed unanimously for the application for #21CZ26;

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 #21CZ26 before the Apex Town Council on the 26th day of April 2022;

WHEREAS, the Apex Town Council held a public hearing on the 26th day of April 2022;. Lauren Staudenmaier, 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 #21CZ26 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 High Density Residential/Commercial 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 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. It will also provide an opportunity for non-residential uses to serve the surrounding area, while providing flexibility for future development with the surrounding properties and will limit the number of points of access to the properties to address traffic safety concerns; and

WHEREAS, the Apex Town Council by a vote of 5-0 approved Application #21CZ26 rezoning the subject tract located at 0 & 7525 Humie Olive Commercial from Rural Residential (RR) to Neighborhood Business-Conditional Zoning (B1-CZ).

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

Ordinance Amending the Official Zoning District Map #21CZ26

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 Rural Residential (RR) to Neighborhood 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. Accessory apartment (P) | 25. Book store (P) |
| 2. Drop-in or short-term day care (P) | 26. Convenience store (P) |
| 3. Government service (P) | 28. Dry cleaner and laundry service (P) |
| 4. Veterinary clinic or hospital (P) | 29. Farmer’s market (P) |
| 5. Vocational school (P) | 30. Financial institution (P) |
| 6. Utility, minor (P) | 31. Floral shop (P) |
| 7. Wireless support structure (P) | 32. Greenhouse or nursery, retail (P) |
| 8. Wireless communication facility (P) | 33. Grocery, general (P) |
| 9. Botanical garden (P) | 34. Grocery, specialty (P) |
| 10. Entertainment, indoor (P) | 35. Laundromat (P) |
| 11. Greenway (P) | 36. Pharmacy (P) |
| 12. Park, active (P) | 37. Newsstand or gift shop (P) |
| 13. Park, passive (P) | 38. Personal service (P) |
| 14. Youth or day camps (P) | 39. Printing and copying service (P) |
| 15. Bar, nightclub, wine bar, or taproom (S) | 40. Real estate sales (P) |
| 16. Restaurant, drive-through (P) | 41. Repair services, limited (P) |
| 17. Restaurant, general (P) | 42. Retail sales, general(P) |
| 18. Medical or dental office or clinic (P) | 43. Studio for art (P) |
| 19. Medical or dental laboratory (P) | 44. Tailor shop (P) |
| 20. Office, business or professional (P) | 45. Upholstery shop (P) |
| 21. Hotel or motel (P) | 46. Pet services (P) |
| 22. Artisan Studio (S) | 47. Microbrewery (P) |
| 23. Barber or beauty shop (P) | |

Ordinance Amending the Official Zoning District Map #21CZ26

Zoning Conditions:

1. The predominant exterior building materials shall be high quality materials per UDO § 9.3.5 and shall include brick, wood, stacked stone, other native stone, tinted/textured concrete masonry units, EIFS, aluminum storefronts with anodized or pre-finished colors.
2. EIFS or synthetic stucco shall not be used in the first forty inches (40") above grade.
3. The building exterior shall be more than one material color.
4. The building shall have more than one parapet height.
5. No clearing or land disturbance shall be permitted within the riparian buffer, except the minimum necessary to install required sewer infrastructure and SCM outlets. The SCM water storage and treatment area shall not be permitted within the riparian buffer. The sewer shall be designed to minimize impacts to the riparian buffer.
6. One (1) sign prohibiting pet waste and reduced fertilization shall be installed near each environmentally sensitive area and SCM.
7. A minimum of 75% of the required landscaping will be selected from the Town's Design and Development Manual for pollinator friendly and native flora throughout the project.
8. The developer shall provide solar conduit to facilitate future rooftop solar installations within all buildings.
9. One (1) pet waste station shall be installed within the common open space area.
10. The project shall plant warm season grasses in order to minimize the need for irrigation and chemical use.
11. At the time the development plans adjacent to PIN 0720896485 are submitted, a 20' Greenway Easement shall be provided along or within near proximity to the western property boundary of PIN 0720990292 as shown on the Parks, Recreation, Greenways and Open Space master plan map, north to connect to pedestrian improvements on Humie Olive Road in a location coordinated with Parks, Recreation and Cultural Resources staff.
12. The exterior lighting for all non-residential buildings and parking lots shall consist entirely of LED fixtures. The developer shall install light timers, motion sensors, or other smart lighting technology for all lighting within the parking lots.
 - a. The project shall use full cutoff LED fixtures that have a maximum color temperature of 3,000K or less for all exterior lighting, including, but not limited to, parking lot and building mounted fixtures.
13. The development shall record a cross-access agreement between parcels identified as PINS 0720-89-6485 & 0720-89-6050 prior to Site Plan Final Plat approval.
14. A maximum of a single point of access shall be provided to each of Humie Olive Road and Old US 1 Highway.

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 _____

Ordinance Amending the Official Zoning District Map #21CZ26

With ____ Council Member(s) voting "aye."

With ____ Council Member(s) voting "no."

This the ____ day of _____ 2022.

TOWN OF APEX

Mayor

ATTEST:

Allen Coleman, CMC, NCCC
Town Clerk

APPROVED AS TO FORM:

Town Attorney

**Legal Description of Property of
JVI Building & Development, Inc.
7525 Humie Olive Road, Apex, NC
PIN 0720-99-0292**

The area described herein is encompassing of PIN 0720-99-0292 located in Wake County, NC.

At an existing IP located in the southwest corner of the subject property, the common property corner with N/F Matthew Ramsdell & Dianne Denny Olson (DB8356 Pg 225) and the northern right-of-way line of Old US 1 Highway, said point identified by NC Coordinates E 2,028,730.775 and N 708,752.521 (reference as Lot 2b in BM 1974 Pg 89 entitled "Property of Annie M. Sears, Heirs"), said point being the POINT OF BEGINNING;

Thence leaving the Old US 1 Highway right-of-way N 02° 05' 15" W 802.04' to an iron pipe found, said iron pipe being the northwest corner of said property located along the southern right-of-way line of Humie Olive Road;

Thence S 66° 25' 04" E 478.86' along the southern right-of-way line of Humie Olive Road to an iron pipe in the northwest corner of the adjacent N/F David Ray Powell property;

Thence S 01° 49' 29" E 369.20' along the western property line of N/F Powell to an iron pipe on the northern right-of-way of Old US 1 Highway,

Thence along the northern right-of-way of Old US 1 Highway with a curve to the south with a radius of 1,933.18', an arc length of 165.00' and a chord description of S 61° 51' 30" W 164.96' to an existing iron pipe;

Thence along the northern right-of-way of Old US 1 Highway S 59° 24' 45" W 320.56' to an iron pipe found; said point being the POINT AND PLACE OF BEGINNING containing 5.76 acres, more or less. Said property is identified as Lot 2b on BM 1974 Pg 89 entitled "Property of Annie M. Sears, Heirs" by Smith & Smith Surveyors dated January 1974.

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

**Legal Description of Property of
David Ray Powell
0 Humie Olive Road, Apex, NC
PIN 0720-99-3254**

The area described herein is encompassing of PIN 0720-99-3254 located in Wake County, NC.

At an existing IP located in the southwest corner of the subject property, the common property corner with N/F JVI Building & Development Inc. (PIN 0720-99-0292 and 07011 Pg 1370) and the northern right-of-way line of Old US 1 Highway (referenced as Parcel B on BM 1993 Pg 931 entitled "Boundary Survey for Charles E. Tunstall and Ruth L. Tunstall" dated July 28, 1993), said point being the POINT AND PLACE OF BEGINNING;

THENCE leaving the Old US 1 Highway right-of-way N 01° 48' 39" W 369.23' to an iron pipe found, said iron pipe being the northwest corner of said property located along the southern right-of-way line of Humie Olive Road;

THENCE S 65° 33' 00" E 159.60' along the southern right-of-way line of Humie Olive Road to an iron pipe;

THENCE S 65° 04' 49" E 331.92' along the southern right-of-way of Humie Olive Road to and iron pipe at the intersection with Old US 1 Highway;

THENCE along the northern right-of-way of Old US 1 Highway S 71° 10' 41" W 230.29' to existing iron pipe;

THENCE along the northern right-of-way of Old US 1 Highway with a curve to the south with a radius of 1,933.18', an arc length of 234.31', and a chord description of S 67° 42' 21" W 234.17' to an existing iron pipe; said point being the POINT AND PLACE OF BEGINNING containing 1.82 acres, more or less. Said property is identified as Parcel B on BM 1993 Pg 931 entitled "Boundary Survey for Charles E. Tunstall and Ruth L. Tunstall" dated July 28, 1993 by Benton Dewar & Associated.

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

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 14, 2022

Item Details

Presenter(s): Lauren Staudenmaier, Planner II

Department(s): Planning and Community Development

Requested Motion

Motion to approve Statement of the Town Council and Ordinance for Rezoning Case #21CZ31 Sears Property PUD, Jeff Roach, Peak Engineering & Design PLLC., petitioner, for the properties located at 0 & 2108 Old US 1 Highway.

Approval Recommended?

The Planning and Community Development Department recommends approval.

Item Details

Rezoning Case #21CZ31 was approved at the May 24, 2022 Town Council meeting.

Attachments

- Statement & Ordinance of the Town Council
- Attachment A- Legal Description



STATEMENT OF TOWN COUNCIL AND ORDINANCE AMENDING THE OFFICIAL ZONING DISTRICT MAP OF THE TOWN OF APEX TO CHANGE THE ZONING OF APPROXIMATELY 26.218 ACRES LOCATED AT 0 & 2108 Old US 1 HIGHWAY FROM RURAL RESIDENTIAL (RR) TO PLANNED UNIT DEVELOPMENT-CONDITIONAL ZONING (PUD-CZ)

#21CZ31

WHEREAS, Beazer Homes, Matt Christensen/Peak Engineering & Design, PLLC, Jeff Roach P.E./ Brian Sears, Belinda Camp, The Pleasant Plains Baptist Church of Apex, NC, Inc., & Apex owner/applicant (the "Applicant"), submitted a completed application for a conditional zoning on the 1st day of December 2021 (the "Application"). The proposed conditional zoning is designated #21CZ31;

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 #21CZ31 before the Planning Board on the 9th day of May 2022;

WHEREAS, the Apex Planning Board held a public hearing on the 9th day of May 2022, gathered facts, received public comments and formulated a recommendation regarding the application for conditional zoning #21CZ31. A motion was made by the Apex Planning Board to recommend approval; the motion passed unanimously for the application for #21CZ31;

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 #21CZ31 before the Apex Town Council on the 24th day of May 2022;

WHEREAS, the Apex Town Council held a public hearing on the 24th day of May 2022; Lauren Staudenmaier, 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 #21CZ31 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 Medium Density Residential and Office Employment. This designation on the 2045 Land Use Map includes the zoning district Rural Residential (RR) and the Apex Town Council has further considered that the proposed rezoning to Planned Unit Development-Conditional Zoning (PUD-CZ) will maintain the character and appearance of the area and provide the flexibility to accommodate the growth in population, economy, and infrastructure consistent with that contemplated by the 2045 Land Use Map;

WHEREAS, the Apex Town Council finds that the approval of the rezoning is reasonable and in the public interest in that: The rezoning will provide a transition between lower and higher residential densities, while providing non-residential development opportunities along Old US 1 Highway. The proposed rezoning provides additional environmental conditions and provides an affordable housing option consistent with the Affordable Housing Plan; and

WHEREAS, the Apex Town Council by a vote of 3 to 2 approved Application #21CZ31 rezoning the subject tract located at 0 & 2108 Old US 1 Highway from Rural Residential (RR) to Planned Unit Development-Conditional Zoning (PUD-CZ).

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

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

Ordinance Amending the Official Zoning District Map #21CZ31

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) 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" Sears Property PUD which are imposed as part of this rezoning.

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

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

Motion by Council Member _____

Seconded by Council Member _____

With ____ Council Member(s) voting "aye."

With ____ Council Member(s) voting "no."

This the ____ day of _____ 2022.

TOWN OF APEX

Mayor

ATTEST:

Allen Coleman, CMC, NCCCC
Town Clerk

APPROVED AS TO FORM:

Town Attorney

Date: November 29, 2021

**Legal Description of a
2.365 Acre
Property of Robert Sears
PIN: 0731-10-7055
DB 2374, PG 459
Apex, NC**

Subject property being located in Wake county, North Carolina:

BEGINNING at an iron pipe found, said iron pipe being located along the northerly right-of-way of Old US Highway 1, thence with the northerly right-of-way of Old US Highway 1, S 71° 10' 58" W 574.48' to an iron pipe found, said iron pipe also being the southeastern corner of the Now or Formerly Vicky & Ching Lin Property;
Thence leaving the northerly right-of-way of Old US Highway 1, and with the easterly line of the Now or Formerly Vicky & Ching Lin Property, N 06° 09' 06" E 197.90' to an iron pipe found;
Thence leaving the easterly line of the Now or Formerly Vicky & Ching Lin Property, N 71° 11' 17" E 574.28' to an iron pipe found;
Thence S 06° 06' 21" W 197.77' to an iron pipe found, said iron pipe being along the northerly right-of-way of Old US Highway 1 and also being THE POINT AND PLACE OF BEGINNING and containing 103,034 square feet or 2.365 acres, more or less.

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



Date: November 29, 2021

**Legal Description of a
23.853 Acre
Property of Brian Sears & Belinda Camp
PIN: 0731-10-7868
DB 18552, PG 247
Apex, NC**

Subject property being located in Wake county, North Carolina:

BEGINNING at an iron pipe found, said iron pipe being located along the northerly right-of-way of Old US Highway 1, thence with the northerly right-of-way of Old US Highway 1, S 71° 12' 22" W 180.68' to an iron pipe found;

Thence leaving the northerly right-of-way of Old US Highway 1, N 06° 06' 21" W 197.77' to an iron pipe found;

Thence S 71° 11' 17" W 574.28' to an iron pipe found, said iron pipe also being along the easterly line of the Now or Formerly Vicky & Ching Lin Property;

Thence N 06° 10' 02" E 333.26' to an iron pipe found;

Thence N 06° 04' 18" E 81.25' to an iron pipe found;

Thence N 06° 10' 51" E 417.58' to an iron pipe found;

Thence N 06° 07' 54" E 315.53' to an iron pipe found;

Thence N 06° 10' 18" E 174.26' to an iron pipe found;

Thence N 06° 19' 01" E 29.04' to an iron pipe found;

Thence N 06° 06' 28" E 383.71' to an iron pipe found, said iron pipe also being along the southerly line of the Now or Formerly Stephen & Suzanne Dalessandro Property;

Thence S 88° 12' 41" E 106.90' to an iron pipe found;

Thence S 88° 11' 41" E 199.81' to an iron pipe found;

Thence S 88° 09' 32" E 149.71' to an iron pipe set, said iron pipe also being the northwestern corner of the Now or Formerly Patricia Jones Property;

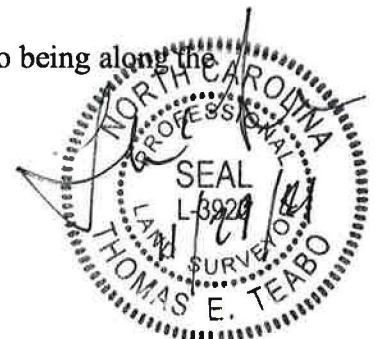
Thence S 11° 34' 39" E 74.91' to an iron pipe found;

Thence S 11° 34' 44" E 570.47' to an iron pipe found;

Thence S 11° 38' 55" E 160.12' to an iron pipe found;

Thence S 11° 34' 39" E 129.79' to an iron pipe set;

Thence S 11° 34' 39" E 173.36' to a computed point, said computed point also being along the westerly line of the Now or Formerly Larry Goll Property;



Thence leaving the westerly line of the Now or Formerly Larry Goll Property, S 51° 59' 24" W 317.49' to an iron pipe set;

Thence S 11° 43' 44" E 90.55' to an iron pipe found;

Thence S 11° 41' 01" E 299.45' to an iron pipe found, said iron pipe being along the northerly right-of-way of Old US Highway 1 and also being THE POINT AND PLACE OF BEGINNING and containing 1,039,024 square feet or 23.853 acres, more or less.

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



Sears Property PUD

PD PLAN

APEX, NORTH CAROLINA

Submitted: December 1, 2021

Resubmitted: February 11, 2022

Resubmitted: April 8, 2022

Resubmitted: May 13, 2022

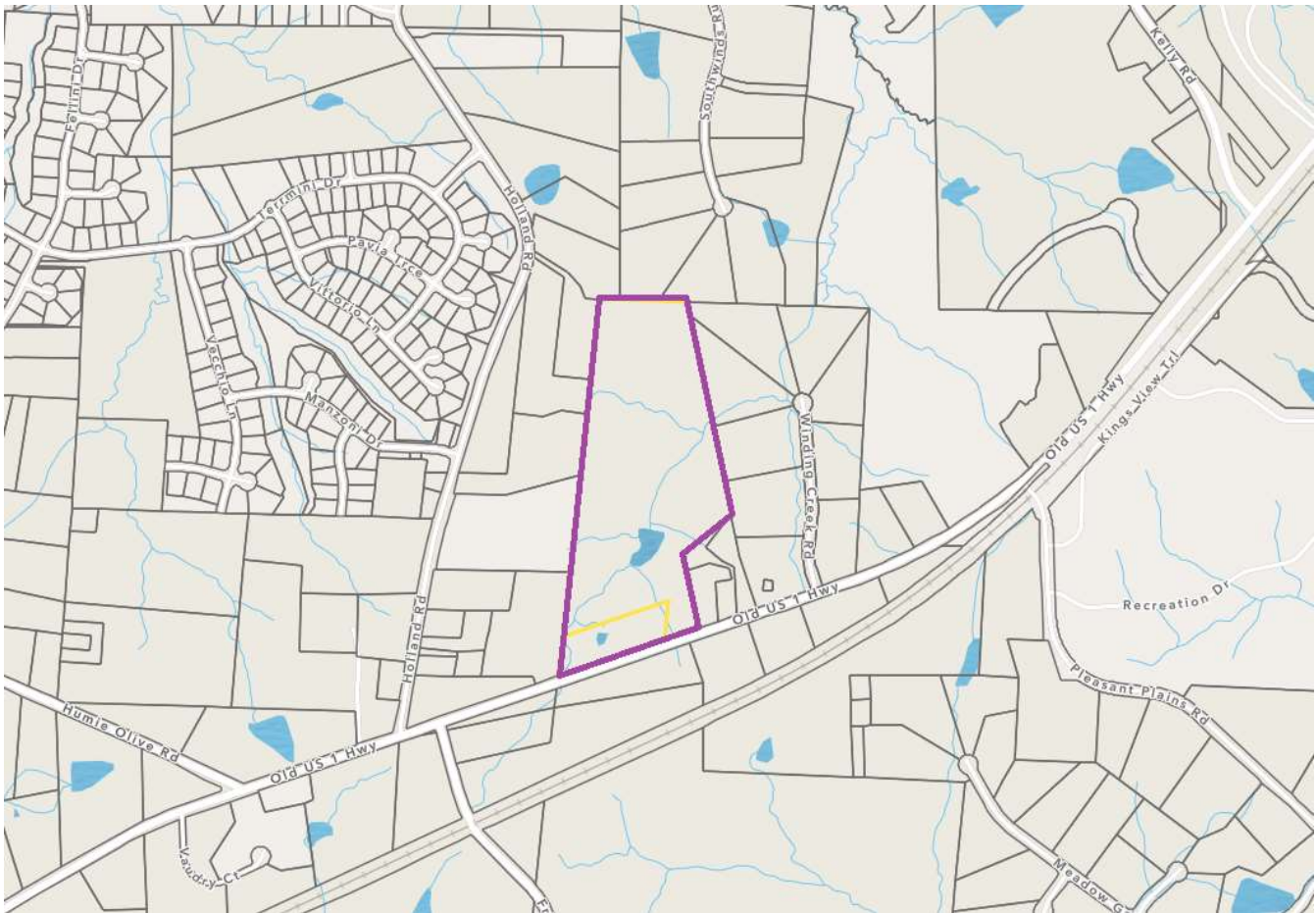
PREPARED BY:



Section 1: Table of Contents – PUD Text

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 Controls
Section 8:	Parking and Loading
Section 9:	Signage
Section 10:	Natural Resource and Environmental Data
Section 11:	Stormwater Management
Section 12:	Parks and Recreation
Section 13:	Public Facilities
Section 14:	Phasing Plan
Section 15:	Consistency with 2045 Land Use Plan
Section 16:	Compliance with UDO
Section 17:	Compliance with Apex Transportation Plan and Bicycle Plan

Section 2: Vicinity Map



The Sears Property PUD is located in the Town of Apex, north of Old US 1 Highway, east of Holland Road and west of Winding Creek Road. Old US 1 Highway provides frontage along the southern boundary of the subject property. The development is surrounded on three sides by large lot residential parcels with the exception of a church located on one of the parcels immediately to the west.

Section 3: Project Data

A. Name of Project:

Sears Property PUD

B. Property Owners:

Brian S. Sears

2804 Holland Rd
Apex, NC 27502

The Masonic Lodge of Apex, NC #584

2804 Holland Road
Apex, NC 27502

Belinda S. Camp

2804 Holland Road
Apex, NC 27502

**Pleasant Plains Baptist Church of
Apex**

28404 Holland Road
Apex, NC 27502

Robert Larry Sears

2108 Old US 1 Hwy
Apex, NC 27502

Prepared By:

Jason Barron and Nil Ghosh
Morningstar Law Group
421 Fayetteville St | Ste 530
Raleigh, NC 27601

C. Current Zoning Designation:

Rural Residential (RR)

D. Proposed Zoning Designation:

Planned Unit Development – Conditional Zoning (PUD-CZ)

E. Current 2045 Land Use Map Designation:

Medium Density Residential (3-7 units/acre); and
Office Employment

F. Proposed Use

- Up to 160 Townhouses with associated open space, recreational amenities, and infrastructure; and
- Up to 11,000 square feet of non-residential space

G. Size of Project

A total of +/-26.218 acres

- approximately 19.258 acres for residential
- approximately 6.96 acres for non-residential

Section 4: Purpose Statement

The Sears Property PUD development will be a mixed-use community with townhouses in the residential component and connectivity to a neighborhood scale non-residential area along Old US 1 Highway. The project provides a mixed-use concept given the site has frontage along Old US 1 Highway and the site is otherwise surrounded with residential uses. The portion of the development adjacent to Old US 1 Highway is designated for Office/Employment. The mixed-use concept for this project is to provide a transition both in density and in use between the existing large lot single-family homes to Old US 1 Highway and provides an orderly pattern of land uses.

This concept is consistent with the Town's stated PUD goals to provide site-specific, high-quality neighborhoods that exhibit natural feature preservation as well as compatibility with, and connectivity to, surrounding land uses. More specifically, this plan will:

- Allow uses that are compatible with Section 4.2.2, *Use Table* of the UDO
- Provide for the preservation of existing environmentally sensitive areas.
- Provide for site specific and appropriate stormwater controls that exceed the requirements of the UDO.
- Provide appropriate buffering and screening from the proposed use to the existing residential areas.
- Offer medium density housing and employment opportunities in an area slated for those uses on the 2045 Land Use Designation Map.
- Demonstrate dimensional standards that are consistent with the UDO, and where variations occur, said variations will be included herein and subject to Council approval.
- Provide a high-quality community that is linked by a network of connected streets and pedestrian sidewalks that promotes connectivity, walkability, and healthy lifestyles.
- Exhibit character and quality that is compatible with surrounding communities, which is expected to enhance the value of surrounding land uses.
- Provide open space and walkable trails to promote pedestrian activity, while appropriately buffering adjacent residential areas.

All site-specific standards and conditions of this PUD Plan shall be consistent with all Conditional Zoning (CZ) District standards set forth in UDO Section 2.3.3, *Conditional Zoning Districts* and UDO Section 2.3.4.F.1, *Planned Unit Development (PUD-CZ) District*, except as provided for herein. The proposed PUD will provide a development density that is consistent with principles found throughout *Advance Apex 2045*.

Section 5: Permitted Uses

The subject property 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, except as modified herein. 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. Specifically, the permitted uses include:

Within the area designated for Residential on the PD Plan

- Townhouse
- Greenway
- Recreation facility, private
- Park, active
- Park, passive
- Utility, minor
- Accessory apartment

Within the area designated for Non-Residential on the PD Plan

- Ambulatory Health-care Facility with Emergency Department
- Day care facility
- Government services
- Veterinary clinic or hospital
- Utility, minor
- Park, active
- Recreational facility, private
- Medical or dental laboratory
- Barber and beauty shop
- Floral shop
- Printing and copying services
- Real estate sales
- Tailor shop
- Microbrewery
- Microdistillery
- Drop-in or short-term day care
- Vocational school
- Botanical garden
- Greenway
- Park, passive
- Restaurant, drive-through
- Medical or dental office or clinic
- Office, business or professional
- Artisan Studio
- Financial institution
- Health/fitness center or spa
- Pet services
- Youth or day camps
- Accessory apartment

Sears Property PUD

Additionally, the following conditions shall apply:

- A. A maximum of 160 residential units shall be permitted upon the property.
- B. A maximum of 11,000 square feet of non-residential uses shall be established on the property.
- C. No covenant shall be placed on the property which prohibits accessory apartment as a use.
- D. Outdoor storage shall not be permitted for non-residential uses.
- E. All townhouses and non-residential buildings shall provide solar conduit for the installation of rooftop solar panels.
- F. Signage or informational brochures shall be provided by any homeowner's association regarding the need to reduce pet waste and eliminate fertilizer near SCMs. The project shall install at least one (1) sign per SCM about not using fertilizer near an SCM drainage area to reduce pet waste and eliminate fertilizer near SCMs. The sign(s) shall be installed in locations that are publicly accessible, such as adjacent to amenity centers, sidewalks, greenways, or side paths.
- G. The project shall provide diverse and abundant pollinator sources and install pollinator-friendly flora within SCM Planting areas.
- H. The project shall include plantings within perimeter buffers and along streetscapes; the selected species shall be native species chosen from the Apex Design & Development Manual or approved by Planning staff.
- I. Deciduous shade trees shall be planted along southern sides of building elevations and the selected species shall be taken from the Apex Design & Development Manual or approved by Planning staff.
- J. Evergreen trees shall be planted along northern elevations of buildings and the selected species shall be taken from the Apex Design & Development Manual or approved by Planning staff.
- K. A minimum of three (3) native hardwood tree species shall be planted throughout the development.
- L. The project shall increase biodiversity within the amenity area and recreational areas within the development by: selecting and installing tree, shrub, and perennial species with special attention to providing diverse and abundant pollinator and bird food sources, including plants that bloom in succession from spring to fall. Subject to Condition K above, no single species shall constitute more than 20% of the selected plants for each landscaping type (trees, shrubs and perennials.)
- M. The project shall include landscaping that requires less irrigation and chemical use by planting warm season grasses and drought tolerant species for drought-resistance within perimeter buffers, SCMs, and along streets.
- N. The exterior lighting for all non-residential buildings, parking lots, and amenity areas will consist of entirely of LED fixtures. The project shall install light timers, motion sensors, or other smart lighting technology for all lighting within the parking lots and private amenity areas.
 - a. The project within the amenity area shall use full cutoff LED fixtures that have a maximum color temperature of 3000K for all exterior lighting located within parking lot, private amenity areas, and building mounted fixtures on non-residential buildings.
- O. A minimum of three (3) pet waste stations shall be installed within the development located around the SCMs, play lawns, and gathering areas.

- P. SCMs and their associated grading shall not be located within riparian stream buffers without the approval of a Town of Apex No Practical Alternatives (NPA) finding.
- Q. Of the permitted residential townhouse dwellings, at least five (5) restricted median-income affordable housing townhouse ownership units (Affordable Housing Units) shall be constructed on-site and sold at a mutually agreeable maximum affordable housing median-income ownership initial sales price (includes unit price and lot price) that is calculated based upon the one-hundred percent (100%) of the Raleigh, NC Metropolitan Statistical Area (MSA) Area Median Income (AMI) as most recently published by the U.S. Department of Housing and Urban Development (HUD). The Affordable Housing Units shall be occupied by low or median-income households earning no more than one-hundred percent (100%) of the Raleigh, NC MSA AMI, adjusted for family size as most recently published by HUD. A restrictive covenant (i.e. resale deed restriction) with a minimum affordability period of ten (10) years shall be recorded against each residential restricted median-income affordable housing townhouse ownership unit concurrently at the close of escrow upon the sale of the Affordable Housing Units to memorialize the affordable housing terms and conditions. The five (5) Affordable Housing Unit lots shall be identified on the Master Subdivision Final Plat, which may be amended from time to time. A restrictive covenant (i.e. affordable housing agreement) between the Town and Applicant shall be recorded against the five (5) Affordable Housing Unit lots prior to the issuance of a building permit for such lots to memorialize the affordable housing terms and conditions of the approved zoning condition. Final Affordable Housing Unit floor plan selection which includes the unit size and bedroom size will be at the discretion of the developer.
- R. Where adjacent to existing residences, and where existing vegetation is not already in place, a 20' Type A buffer shall be provided. In all other areas, a 20' Type B buffer shall be provided.

Section 6: Proposed Design Controls

A. Non-Residential Densities and Design Controls

Maximum Square Feet:	11,000
Maximum Height:	60 feet
Maximum Built-Upon Area:	70%

Design Controls –

Minimum Building Setbacks

	Non-Residential (feet)
Street	20
Side	20
Rear	20
Building-to-buffer/RCA	10
Parking-to-buffer/RCA	5

B. Residential Densities and Design Controls

Maximum Density:	6.1 Units/Acre (includes RCA and rights-of-way)
Maximum Number of Units:	160
Maximum Built-Upon Area:	65%
Minimum Lot Width:	20 feet for townhouse
Maximum Building Height:	36 feet, no more than 2 stories

Note: Porches, patios, decks and other accessory structures may encroach into building setbacks as allowed by the Town of Apex UDO.

Minimum Building Setbacks:

	Townhouse (feet)
Front	10
Front (garage)	20
Side	3 (end unit); 6 (aggregate)
Side (corner)	6
Rear	10
Building-to-building	10
Building-to-buffer/RCA	10
Parking-to-buffer/RCA	5

C. Buffers

Perimeter Buffers

Northern boundary:	20-foot Type B
Southern boundary (Old US 1 HWY):	30-foot Type E
Western boundary:	20-foot Type B
Eastern boundary:	20-foot Type B

Note: Where perimeter buffers coincide with stream buffers or 100-year floodplain, existing vegetation will be used to meet the buffer width and opacity. Further, per Section 5.R., there is a 20' Type A adjacent to existing residences.

Thoroughfare and Collector Street Buffers

As depicted on the PD Plan, a 30' Type E Buffer shall be established along Old US 1 Highway.

Section 7: Proposed Architectural Controls

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 Master Subdivision submittal. The following conditions shall apply:

Townhouse:

- A. Vinyl siding is not permitted; however, vinyl windows, decorative elements and trim are permitted.
- B. The roofline cannot be a single mass; it must be broken up horizontally and vertically between every unit.
- C. Garage doors must have windows, decorative details, or carriage-style adornments on them.
- D. House entrances for units with front-facing single-car garages shall have a prominent covered porch/stoop area leading to the front door.
- E. The garage cannot protrude more than 1 foot from the front façade or front porch.
- F. Front facades shall have horizontal relief achieved using recesses and projections.
- G. 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.
- H. The rear and side elevations of the units that can be seen from the right-of-way shall have trim around the windows.
- I. The visible side of a townhome on a corner lot facing the public street shall contain at least 3 decorative elements such as, but not limited to, the following elements:
 - Bay windows
 - Recessed windows
 - Decorative windows
 - Trim around the windows
 - Wrap around porch or side porch
 - Two or more building materials
 - Decorative brick or stone
 - Decorative trim
 - Decorative shakes
 - Decorative air vents on gables
 - Decorative cornice
 - Column on gable
 - Portico
 - Balcony
 - Dormer
 - Decorative gable

Non-residential

Building orientation and hierarchy:

1. Buildings shall be arranged to define, connect, and activate pedestrian edges and public spaces.
2. Buildings shall be consistent in scale, massing, relationship to the street, and style.
3. The buildings shall be placed to maintain a consistent street edge. The relationship of the building to the street edge shall emphasize pedestrian circulation. Pedestrian spaces such as sidewalk dining or shaded seating are encouraged. Whenever practical, required parking and open space shall be maintained in the rear or sides of a building.
4. Buildings shall have vertical proportions. Expanses of blank wall shall not exceed forty (40) feet in width without being interrupted with an architectural feature such as, but not limited to, a column, recess in or projection from the building façade. Permitted setbacks can be used to articulate bays of a building to break up its width. Architectural features such as, but not limited to, columns, piers, rooflines, and brick patterns can be used to divide and create vertical orientation on building facades.
5. The main entry shall be human scaled and emphasized through the use of features such as, but not limited to, columns, piers, windows, recessed entries, sheltering elements, rooflines, trim, color change, material change and masonry patterns. Recessed arcades, entries flush with the building face and small entries without adjacent windows shall be avoided.
6. Buildings on corners are to be treated as gateways with quality design.
7. Corner buildings shall match or exceed the height of adjacent buildings.
8. Corner buildings shall have two facades which maintain a relationship to each other although they do not need to be identical.
9. Service bays should be located in the rear of structures.
10. The orientation of drive thru- lanes, pick-up windows, and other utilitarian building functions should not be oriented toward or located adjacent the street. If drive-thru lanes must be located adjacent to a street, they shall be screened through the use of low walls and/or landscaping. Pick-up windows shall be de-emphasized through screening and/or architectural elements.

Façade elements:

11. Each façade shall have a rhythm that is repeated through the pattern of wall and openings. The building façade shall have an identifiable base, body, and cap with horizontal elements separating these components. The body of the building shall constitute a minimum of fifty (50%) percent of the total building height. Buildings shall not have blank side walls creating a false front appearance.
12. The street level of the facades shall provide human scaled entries including, but not limited to, recessed entries, sheltering elements and adjacent storefront windows. Facades shall incorporate a minimum of two (2) continuous details refined to the scale of twelve (12) inches or less within the first ten (10) foot of the building wall, measured vertically at street level. Recessed arcades, entries flush with the building face, and small entries without adjacent windows shall be avoided.

Windows:

13. Windows and storefront glazing shall be divided to be either square or vertical in proportion so that each section is taller than it is wide.
14. The highest percentage of glazing shall be provided at the street level. For buildings (where it is appropriate): (1) a minimum of fifty (50%) percent of the street level façade area shall be transparent or spandrel glass; and (2) second floors, where provided, shall have a minimum of thirty-five (35%) percent transparency or spandrel glass for the total façade area. Overall vertical building proportions shall be expressed in the window proportions. Expanses of vertical windows which give the overall appearance of horizontal massing shall be avoided.

Roof elements:

15. Simple parapet roof edges with varying coping and cornice shall be used on most buildings. The roofline height shall vary from building to building as well as within buildings with wide street frontage.
16. Each building shall have more than one parapet height.
17. Roof features may include hip roofs or awnings with metal or shingle roofs.

Materials and colors:

18. Buildings shall be architecturally compatible by way of colors and use of materials.
19. Each building exterior shall have more than one material color.
20. The exterior materials shall include a combination of building materials. The primary (front) façade materials of the main buildings 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.
 - Precast concrete
21. Exterior materials that will not be allowed are as follows:
 - Vinyl siding
 - Painted, smooth faced concrete block (decorative blocks are acceptable)
 - Metal walls
22. EIFS or synthetic stucco shall not be used in the first four feet (4') above grade and shall be limited to only 25% of each building façade
23. Soffit and fascia materials may be EIFS with crown trim elements.

Section 8: Parking and Loading

Parking for the development shall meet requirements of UDO Section 8.3.

Section 9: Signage

All signage for this PUD shall comply with Apex UDO Section 8.7, *Signs*, of the Town of Apex UDO.

Section 10: Natural Resource and Environmental Data

A. River Basins and Watershed Protection Overlay Districts

The project is located within the Beaver Creek Basin and the Cape Fear River Basin. The Town's Watershed Protection Overlay District Map shows the site is within the Primary Watershed Protection Overlay District and contains FEMA designated 100-year floodplain.

B. Resource Conservation Areas (RCA) – Required and Provided

This PUD will be subject to, and meet the requirements of Section 8.1.2 of the UDO, *Resource Conservation Area* and Section 2.3.4, *Planned Development Districts*.

The site is located on the west side of the 540 corridor and therefore is required to preserve a minimum of 30% Resource Conservation Area (RCA) for areas used for residential uses and a minimum of 25% RCA for areas used for nonresidential uses. Designated RCA areas will be consistent with the items listed in Section 8.1.2(B) of the Town's UDO. Preserved streams, wetlands, and associated riparian buffers provide the primary RCA's throughout the site. Additional RCA area provided may include stormwater management areas, perimeter buffers, play lawns, and greenway trails within the walkable community.

C. Historic structures

Based upon the information contained within the North Carolina State Historic Preservation Office website, there are no historic structures present within the project boundary.

Section 11: Stormwater Management

Development shall meet all stormwater requirements listed in the UDO, including limiting the post-development stormwater flows to not exceed the pre-development rates. In addition, the post-development peak runoff rate shall be limited to the pre-development peak runoff rate for the 2-year, 24-hour, the 10-year, 24-hour and the 25-year, 24-hour storm events. The development shall meet all stormwater management requirements for quality and quantity treatment in accordance with Section 6.1.7 of the UDO, such that post development peak runoff shall not exceed pre-development peak runoff rate for the 24-hour, the 10-year, 24-hour and the 25-year, 24-hour storm events.

Section 12: Parks and Recreation

Sears Property PUD #21CZ31 was reviewed at the February 23, 2022 PRCR Advisory Commission. The Commission unanimously recommended a fee-in-lieu of dedication for a maximum of 160 Single-Family Attached units. Land dedication was not recommended as this property is located in very near proximity to the Apex Nature Park, the future Pleasant Park, and Olive Farm Park(s). The current 2022 fee rate per unit is \$2,528.25.

Per Article 14 of the UDO, any credit for greenway construction against fees requires the approval of construction plans, contingent upon approval of an engineer's estimate of probable cost for greenway construction.

Section 13: Public Facilities

The proposed PUD shall meet all Public Facilities requirements as set forth in UDO Section 2.3.4(F)(1)(f) and be designed according to sound engineering standards and shall comply with Town of Apex Sewer and Water Master Plan and the Town of Apex Standards and Specifications. Specifically, road and utility infrastructure shall be as follows:

- **General Roadway Infrastructure**

Developer shall provide minimum frontage widening based on $\frac{1}{2}$ of the ultimate cross section as shown on the adopted Transportation Plan in effect at time of Master Subdivision Plan submittal. The road network will promote connectivity wherever possible to adjacent neighborhoods and undeveloped property. Further, cul-de-sacs will be avoided except where environmental features make through streets unfeasible. Sidewalks will be provided on both sides of streets internal to the site as required by the UDO.

Refer to the concept plan of the PUD plan for proposed access points, stub street extensions, and planned vehicular connectivity. All access and circulation are conceptual and will be finalized at the time of Master Subdivision Plan review and approval.

- **Transportation Improvements**

All proposed driveway access and improvements on state-maintained roadways are subject to NCDOT review and approval. Roadway improvements are subject to modification and final approval by the Town of Apex and NCDOT as part of the Master Subdivision Plan and Construction Document approval process. A Traffic Impact Analysis (TIA) has been performed as part of this PUD rezoning consistent with the Town's standards for the same. Based upon the TIA and staff review, the following traffic improvements are proposed for this development:

Old US 1 Highway

All development frontage improvements along Old US1 shall be provided based on a minimum 34' edge-to-edge roadway including two 11' travel lanes and 6' bike lanes on 110' right-of-way, planned for eventual widening to a 4-lane median-divided section. 5' sidewalk shall be provided along the development frontage 1' offset from the ultimate right-of-way.

A maximum of two (2) access points shall be proposed on Old US 1 Highway, to be located east of Friendship Road providing one (1) full-movement access and one (1) right-in/right-out access.

Old US 1 Hwy and Site Drive #1

- The Developer shall construct the southbound approach with one (1) ingress lane and one (1) egress lane striped as a right-in/right-out.
- The Developer shall provide stop-control for the southbound approach.
- At the time of constructing Site Drive #1 as a right-in/right-out access, Developer shall provide a westbound right-turn lane on Old US 1 Highway with of 50 feet of storage plus appropriate deceleration length and taper per NCDOT guidance and a 4' or greater concrete median divider along the centerline of Old US 1 Highway to prevent left turns.

Old US 1 Hwy and Site Drive #2

- At the time of constructing Site Drive 2 as a full-movement access, developer shall provide a southbound approach with two egress lanes including an exclusive left turn lane and an exclusive right turn lane with 50 feet of storage and appropriate deceleration length and taper for a 25 mph design speed. In addition, developer shall provide an eastbound left turn lane on Old US 1 with 50 feet of storage plus appropriate deceleration length and taper per NCDOT guidance.

Requested by NCDOT

Old US Hwy 1 and Site Drive 2

- If sufficient right-of-way is available or obtained from adjacent property owners, the Developer shall construct an exclusive westbound right-turn lane on Old US 1 Hwy with a minimum of 50 feet of storage with appropriate deceleration and taper length per NCDOT guidance.
- **Wayfinding Improvements**
Wayfinding measures at the site shall be provided to facilitate the movement of vehicles and pedestrians to and within the development.
- **Water and Sanitary Sewer**
All development within the project shall be served by the Town of Apex water and sanitary sewer facilities. The utility design will be finalized at the time of development plan review and approval upon available facilities adjacent to the site at that time. A conceptual utility plan is included in the PUD plan for reference. All utility infrastructure shall meet current Town water and sewer master plans.
- **Other Utilities**
Electricity will be provided by Apex Electric. Phone, cable, and gas will be provided by the developer and shall meet the Town of Apex standards as outlined in the UDO.

Section 14: Phasing Plan

This PUD and all improvements required to support the uses contemplated by the PUD, including without limitation infrastructure and public facilities, may be completed in multiple phases, with construction anticipated to begin in 2023. Project phasing will be planned to ensure the points of access, RCA, stormwater controls and other design standards are met in accordance with the UDO. A final phasing plan will be incorporated within the Master Subdivision Plans (MSP) for review and approval through the Technical Review Committee.

Section 15: Consistency with the 2045 Land Use Map

The proposed land use is consistent with the Town of Apex's 2045 Land Use Map.

Section 16: Compliance with the UDO

The development standards adopted for this PUD are in compliance with those set forth in the current version of the Town's Unified Development Ordinance (UDO). Any deviations from UDO requirements have been specifically defined within this document. No deviations from the UDO are currently anticipated with the project zoning documents.

Section 17: Compliance with Comprehensive Transportation Plan and Bicycle Plan

Development plans submitted pursuant to this rezoning shall comply with the adopted Comprehensive Transportation Plan in effect at the time of the development plan submittal, as provided for in the Unified Development Ordinance. Further, development of the property shall be consistent with the Town's adopted Bicycle Plan in effect at the time of the development plan submittal.

SEARS PROPERTY PUD

PLANNED UNIT DEVELOPMENT CONDITIONAL ZONING OLD U.S. 1 HIGHWAY APEX, NORTH CAROLINA DECEMBER 1, 2021 Zoning Case #21CZ31

SITE INFORMATION:

Property Owner(s)/Site Address	PIN	REID	Map Number	Deeded Acreage	Deed Book/Plat Book & Page
SEARS, BRIAN S CAMP, BELINDA S. THE MASONIC LODGE OF APEX, NC #584 PLEASANT PLAINS BAPTIST CHURCH OF APEX, NC 0 OLD US 1 HWY APEX, NC 27502	0731-10-7868	464914	073103	23.853	DB 18552 PG 247-251 BM 2019 PG 01919

SEARS, ROBERT LARRY 2108 OLD US 1 HWY APEX, NC 27502	0731-10-7055	82802	073103	2.365	DB 2374 PG 459 DB 1073 PG 113 BM 2019 PG 247
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Total acreage: 26.218 acres

Existing Zoning: RR (Rural Residential)
Proposed Zoning: PUD-CZ (Planned Unit Development - Conditional Zoning)

Current 2045 Land Use Map: Medium Density Residential & Office Employment
Existing Use: Vacant, Agricultural

Township: Buckhorn

Flood Zone Information: Firm Panel 3720073100J dated 5-2-2006 does not show the presence of flood zones on the properties
Watershed Information: Primary Watershed Protection Overlay District, Beaver Creek Basin, Cape Fear River Basin

Historical: No historical structures on site

Proposed Uses:
Residential:

- Townhouse
- Greenway
- Recreation Facility, private
- Park, active
- Accessory Apartment

Park, passive
Utility, minor

Non-Residential:

- Ambulatory Health-care Facility with Emergency Department
- Day care facility
- Government services
- Veterinary clinic or hospital
- Utility, minor
- Park, active
- Recreational facility, private
- Medical or dental laboratory
- Barber and beauty shop
- Floral shop
- Printing and copying services
- Real estate sales
- Tailor shop
- Microbrewery
- Youth or day camps

Microdistillery
Drop-in or short term day care
Vocational school
Botanical garden
Greenway
Park, passive
Restaurant, drive-through
Medical or dental office or clinic
Office, business or professional
Artisan studio
Financial institution
Health/fitness center or spa Pet services
Accessory Apartment

Buildings: 160 Townhouses
11,000 SF Non-Residential Building

Acreage: 26.218 acres
Townhouse: 19.258 acres
Non-Residential: 6.96 acres

Townhouse Density: 6.13 DU/acre (160 DU / 26.218 acres)

Building Height: 36 feet / 2-stories
Townhouses: 36' - 60' maximum (to be determined based upon use)
Non-Residential:

Built Upon Area (BUA): 65%
Townhouses: 65% - 70% (to be determine based upon use)
Non-Residential:

	Townhouses	Non-Residential
Front:	10 feet	20 feet
Front (garage):	20 feet	----
Side (end unit):	3 feet	20 feet
	(6 feet aggregate)	
Side (corner):	6 feet	----
Rear:	10 feet	20 feet
Building to Building:	10 feet	----
Building to Buffer/RCA:	10 feet	10 feet
Parking to Buffer/RCA:	5 feet	5 feet

Parking: Parking shall comply with UDO Section 8.3.2

Required Spaces: 2 spaces per dwelling unit plus .25 per unit for guest parking
2 spaces x 160 dwelling units = 320 spaces
.25 x 160 dwelling units = 40 spaces
360 parking spaces required

Non-Residential
Required Spaces: To Be Determined Based Upon Use and UDO requirements

DRAWING INDEX:

C000	COVER SHEET
C001	EXISTING CONDITIONS
C100	CONCEPTUAL SITE PLAN
C200	CONCEPTUAL UTILITY PLAN

OWNER/DEVELOPER

BEAZER HOMES
MATT CHRISTENSEN
801 CORPORATE CENTER DRIVE SUITE 303
RALEIGH, NC 27607
PHONE: (919) 995-5607

TRANSPORTATION ENGINEER

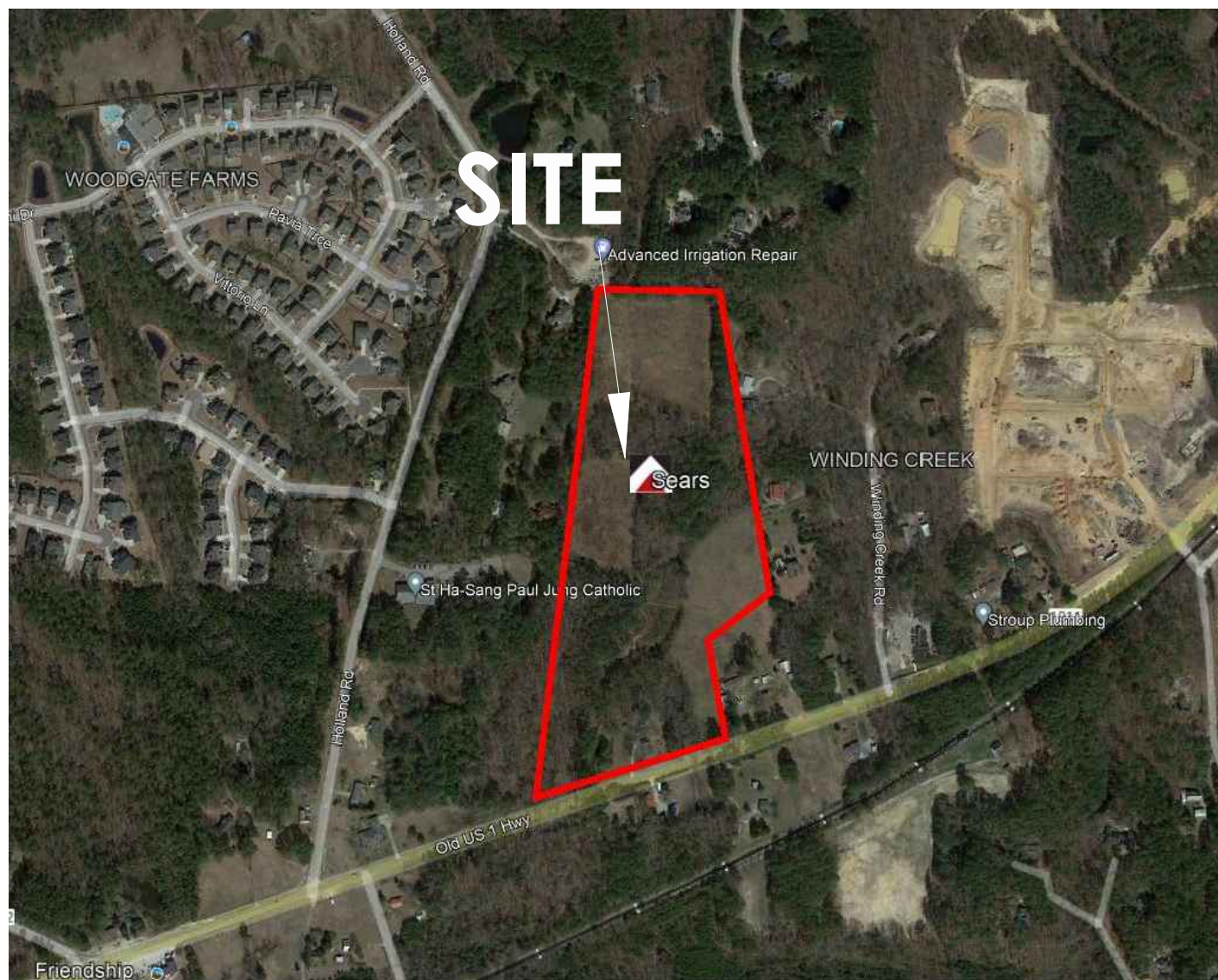
RAMEY KEMP & ASSOCIATES
NATE BOUQUIN
5808 FARINGDON PLACE SUITE 100
RALEIGH, NC 27609

CIVIL ENGINEER

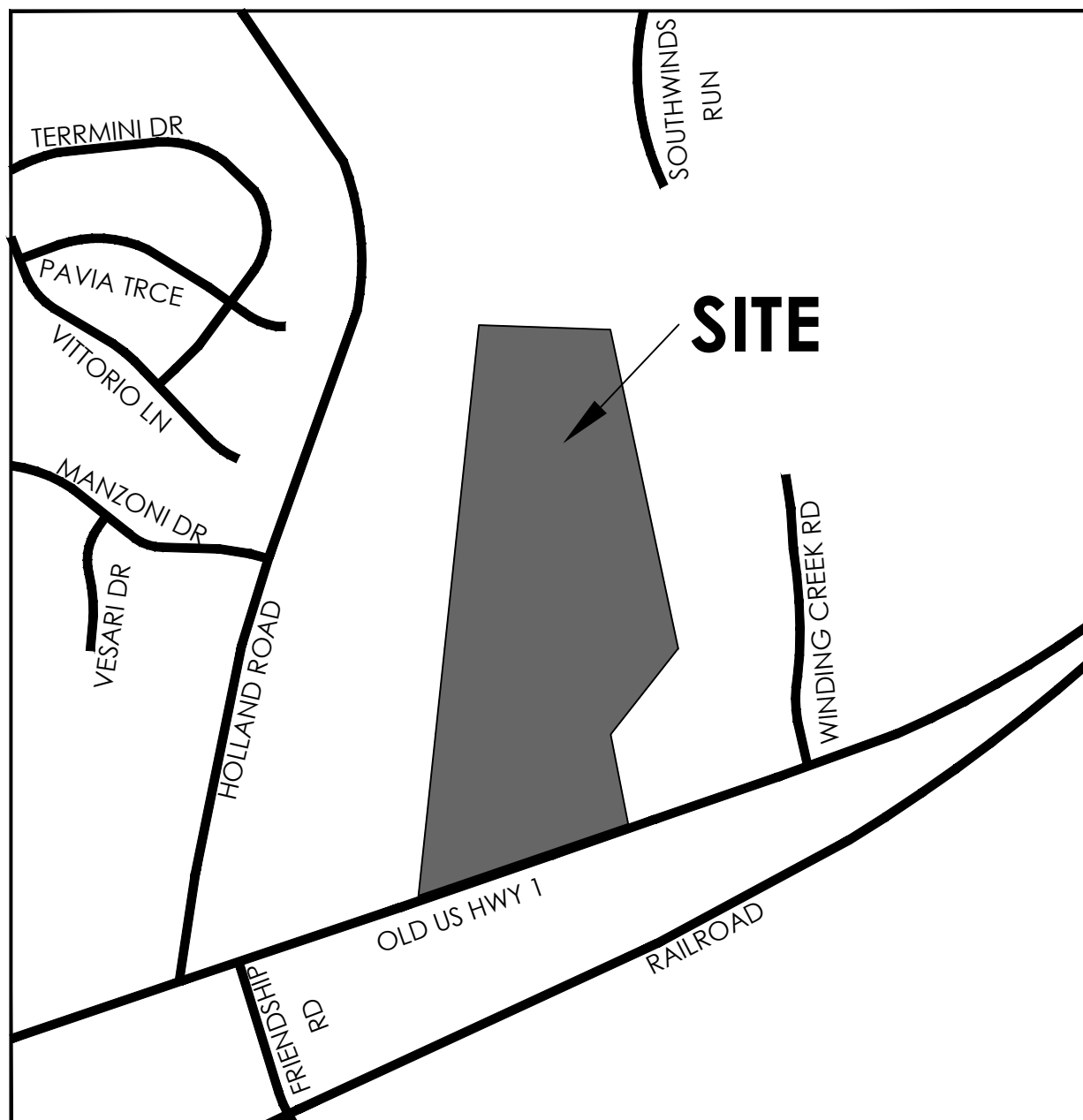
PEAK ENGINEERING & DESIGN, PLLC
JEFF ROACH, P.E.
1125 APEX PEAKWAY
APEX, NC 27502
PHONE: (919) 439-0100

ENVIRONMENTAL CONSULTANT

SAGE ECOLOGICAL SERVICES, INC.
SEAN CLARK
3707 SWIFT DRIVE
RALEIGH, NC 27606



AERIAL MAP
NOT TO SCALE



VICINITY MAP
NOT TO SCALE



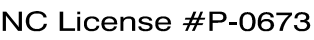
THIS SHEET IS FOR ILLUSTRATIVE PURPOSES ONLY

NO.	DATE	REVISION	BY
1	MARCH 10, 2022	TOWN OF APEX - 1ST ZONING COMMENTS	JR
2	APRIL 8, 2022	TOWN OF APEX - 2ND ZONING COMMENTS	JR
3	APRIL 25, 2022	TOWN OF APEX - 3RD ZONING COMMENTS	JR

title:
COVER SHEET

proj #:
190203
date:
December 1, 2021
dwg by: JE
chkd by: JR
scale:
As Noted

sheet:
C000
SKETCH PLAN



project:
SEARS PROPERTY PUD
OLD US 1 HWY
BUCKHORN TOWNSHIP
APEX, NORTH CAROLINA 27502

seal:

1	MARCH 15, 2022	TOWN OF APEX - 1ST ZONING COMMENTS	18
2	APRIL 8, 2022	TOWN OF APEX - 2ND ZONING COMMENTS	18
3	APRIL 25, 2022	TOWN OF APEX - 3rd ZONING COMMENTS	18
No.	DATE	REVISION	BY

title:

EXISTING CONDITIONS

proj #:

190203

date:
December 1, 2021

dwg by: JE chkd by: JR

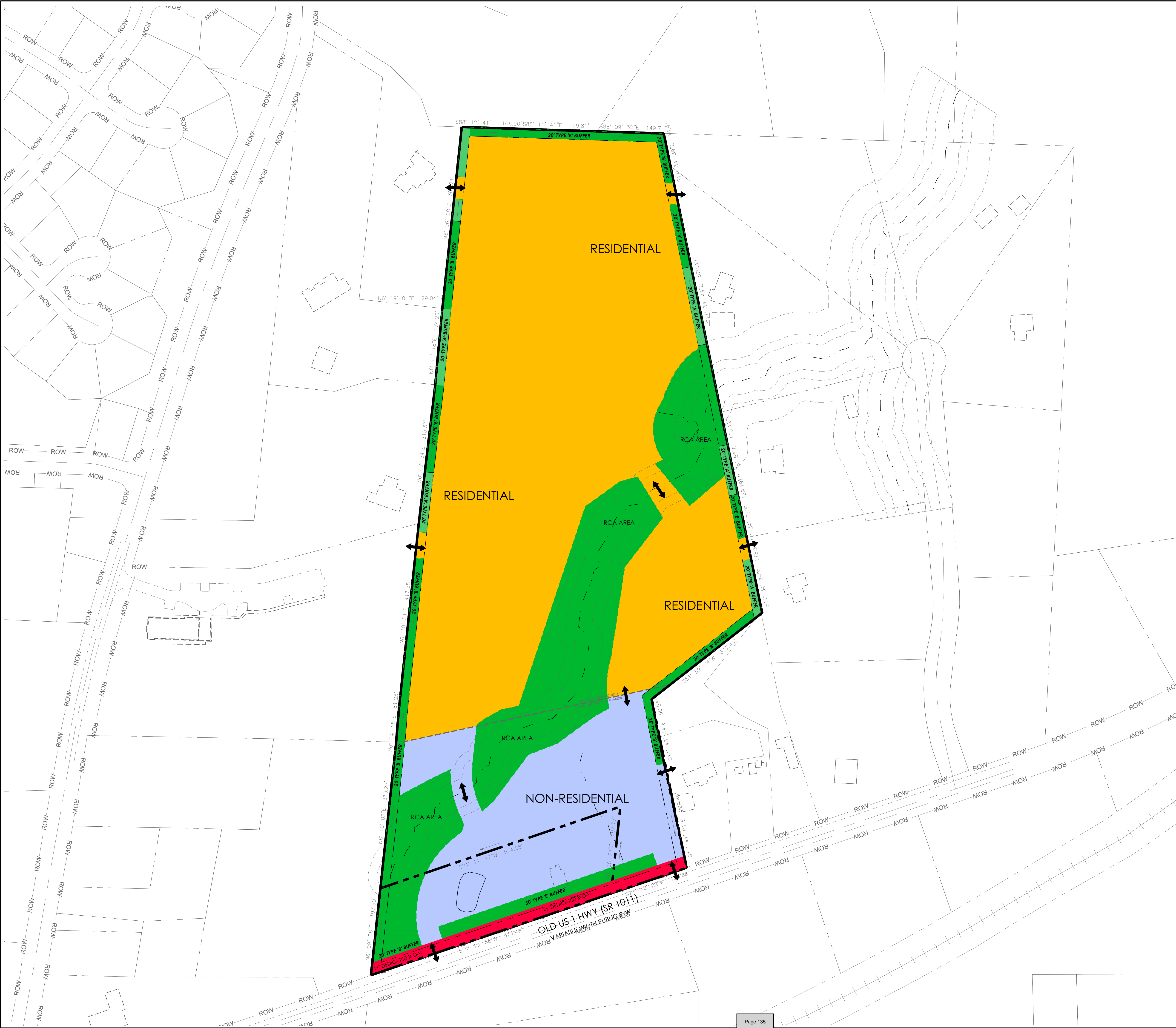
scale:
As Noted

sheet:

C001

SKETCH PLAN



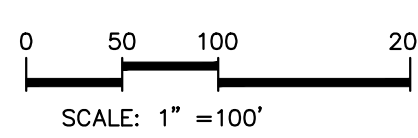
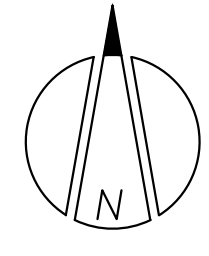


- TYPE 'A' BUFFERS/RCA/SCMs
- TYPE 'B' SCMs
- RESIDENTIAL
- NON-RESIDENTIAL
- DEDICATED R-O-W

--- PROJECT PERIMETER BOUNDARY

↔ POTENTIAL ACCESS POINTS

THIS SHEET IS FOR ILLUSTRATIVE PURPOSES ONLY



1 CONCEPTUAL SITE PLAN
C100 SCALE: 1"= 100'



NC License #P-0673

project: SEARS PROPERTY PUD
OLD US 1 HWY
BUCKHORN TOWNSHIP
APEX, NORTH CAROLINA 27502

seal:

REVISION		DATE	BY
1	TOWN OF APEX - 1ST ZONING COMMENTS	MARCH 15, 2022	JR
2	TOWN OF APEX - 2ND ZONING COMMENTS	APRIL 25, 2022	JR
3	TOWN OF APEX - 3RD ZONING COMMENTS	APRIL 25, 2022	JR
4	TOWN OF APEX - 4TH ZONING COMMENTS	APRIL 25, 2022	JR

title: CONCEPTUAL SITE PLAN

proj #: 190203
date: December 1, 2021
dwg by: JE
chkd by: JR
scale: As Noted

sheet: C100
SKETCH PLAN

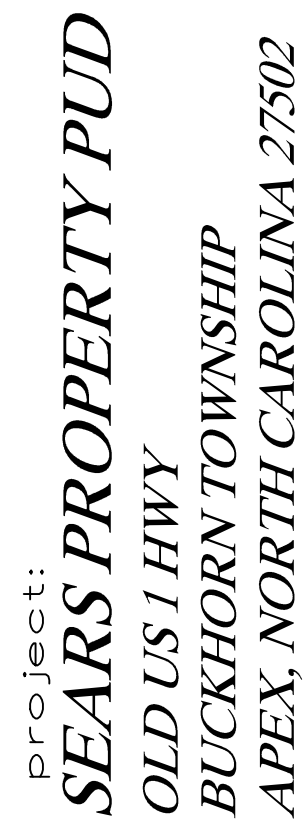


1. THE SITE IS REQUESTING FULL TOWN SERVICES - WATER, SEWER AND ELECTRICITY
2. THIS SITE WILL NOT UTILIZE PRIVATE SEWAGE DISPOSAL.

✱ PROPOSED SEWER CONNECTIONS

PROJECT PERIMETER
BOUNDARY

THIS SHEET IS FOR ILLUSTRATIVE
PURPOSES ONLY



seal:

	MARCH 10, 2022	TOWN OF APEX - 1ST ZONING COMMENTS	JR
1	APRIL 6, 2022	TOWN OF APEX - 2ND ZONING COMMENTS	JR
2	APRIL 25, 2022	TOWN OF APEX - 3rd ZONING COMMENTS	JR
3	APRIL 25, 2022	TOWN OF APEX - 4th ZONING COMMENTS	JR
4			

title:
*CONCEPTUAL
UTILITY PLAN*

proj #: 190203

date: December 1, 2013

dwg by: JE chkd by: JR

scale: As Noted

sheet: C200

SKETCH PLAN



NC License #P-0673



Building A - East Elevation 3
1/8" = 1'-0"



Building A - North Elevation 2
1/8" = 1'-0"



BUILDING A - NE PERSPECTIVE VIEW 1

Building elevations are for illustrative purposes only

BUILDING A - CONCEPT DESIGN



BRICK 1



65%



35%

BRICK 2
COMBINATION OF TWO
BRICK TYPES



DARK BRONZE ALUMINUM
CANOPY & STOREFRONT

m.look NCore®
The Non Combustible material with the highest degree of
architectural freedom and design possibilities for limitless ideas.

- m.look NCore offers the unique combination of a non combustible rainscreen material which comes in the full range of 121 colors and decors for unlimited architectural ideas and any building height.
- Material in compliance with sections 703.5.1 and 703.5.2 of the 2015 IBC for materials considered non combustible based on code requirements and passing ASTM E136 and E84 test protocol
- ADVANTAGES**
- Large 52 23/64"x137 51/64" panel size
 - Scratch resistant
 - Graffiti resistant
 - Non-porous and easy to clean
 - Easy to install
 - Light weight facade panel
 - Extremely UV and weather resistant
 - Impact resistant
 - Double-hardened, NT® surface
 - 121 colors/decors
- APPLICATIONS**
- Exterior:** rainscreen facades, balcony cladding, soffits, sun protection, fence elements.
- Interior:** wall cladding, ceilings, partitions for offices and restrooms, staircase and handrail infill panels, stairwell and emergency exit cladding.

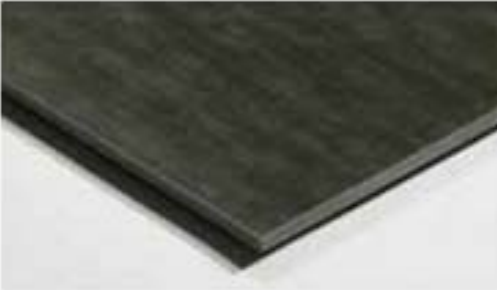


PHOTO: CHRISTOP LACKNER - ARCHITECT: SUDOP PRANA A.S.



PHOTO: CHRISTOP LACKNER - ARCHITECT: SUDOP PRANA A.S.

HPL WALL PANEL - WOOD LOOK

Building elevations are for
illustrative purposes only

- Non-Residential Design Guidelines:**
- Buildings shall be arranged to define, create and activate edges and public spaces.
 - Every effort shall be made to locate service and loading areas in the rear of the structures. Where these features are located between the building and a public road, they will be designed in such a way that they do not distract from the character of the development and they will be screened in accordance with the UDO.
 - Drive-thru lanes, pick-up windows and other like functions shall be allowable if located facing an adjacent street or drive. Landscaping and/or other architectural features should be used to create screening for these types of uses.
 - Elevations of building facing a street shall incorporate detailing in keeping with the character and style of other architectural features.
 - Elevations of corner buildings shall utilize design features such as variations in wall plane, variation in building mass and window placement to generate street interest.
 - Architectural treatments such as varying roof forms, facade articulation, breaks in roof, walls with texture material and ornamental details as well as landscaping shall be incorporated to add visual interest.
 - Differences in roof height, pitch, ridgelines and materials may be used to create visual interest and avoid repetition.

Non-residential exteriors shall incorporate variation in materials. The primary (front) facade of the buildings to be considered may include:

- Brick and/or stone masonry
- Decorative concrete block (integral color or textured)
- Stone accents
- Aluminum storefront 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 25% of each building facade
- Precast concrete
- Roof features may include flat roofs with parapet, hip roofs or awings with metal or canvas material
- Soffit and fascia materials to be considered include EIFS with crown trim elements
- Cementitious siding
- Tile
- Heavy Timber accent elements

Non-residential buildings visible from the public view shall be constructed with compatible materials. Rear elevations of non-residential buildings facing opaque landscape buffers or not visible from vehicular use areas or public rights-of-way may incorporate decorative concrete masonry, metal coping, and EIFS trim.

Exterior materials that are not allowed as part of the development are as follows:

- Vinyl siding
- Painted, smooth faced concrete block
- Metal walls



Primed for Paint

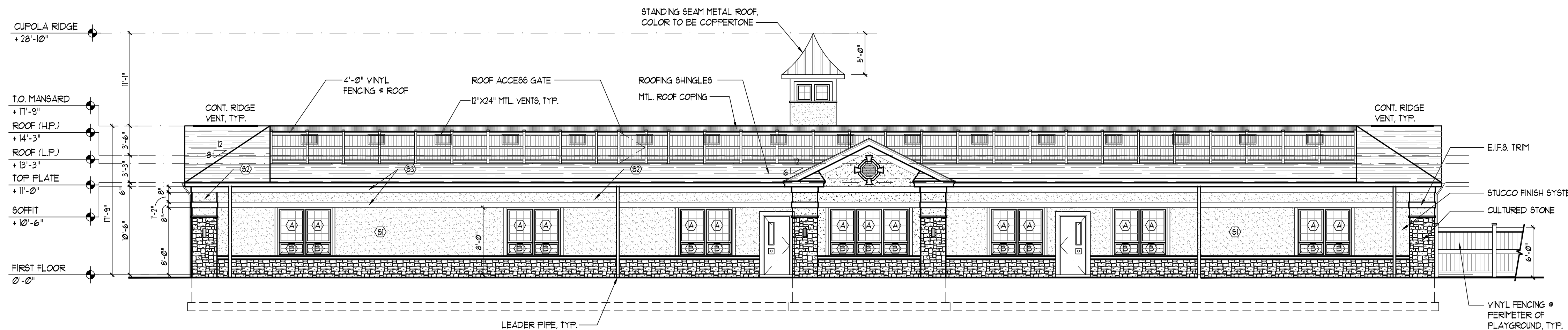
Size Options

Thickness	0.312"		
Weight	2.40 lbs. per square foot		
Length	144"		
Widths	6.25"	8.25"	12"
Exposures	5"	7"	10.75"
Pcs./Pallet	306	230	152
Widths	5.25"	7.25"	9.25"
Exposures	4"	6"	8"
Pcs./Pallet	360	252	190

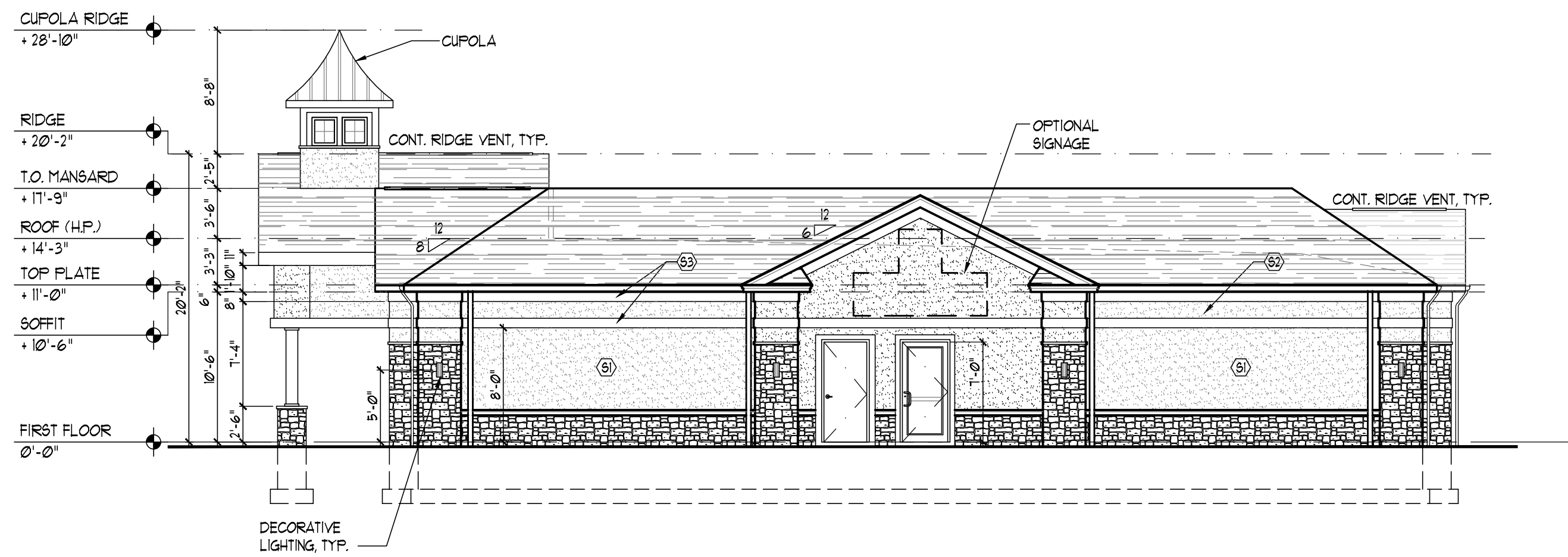
CEMENTITIOUS SIDING
JAMES HARDIE LAP SIDING COLOR PER ELEVATIONS



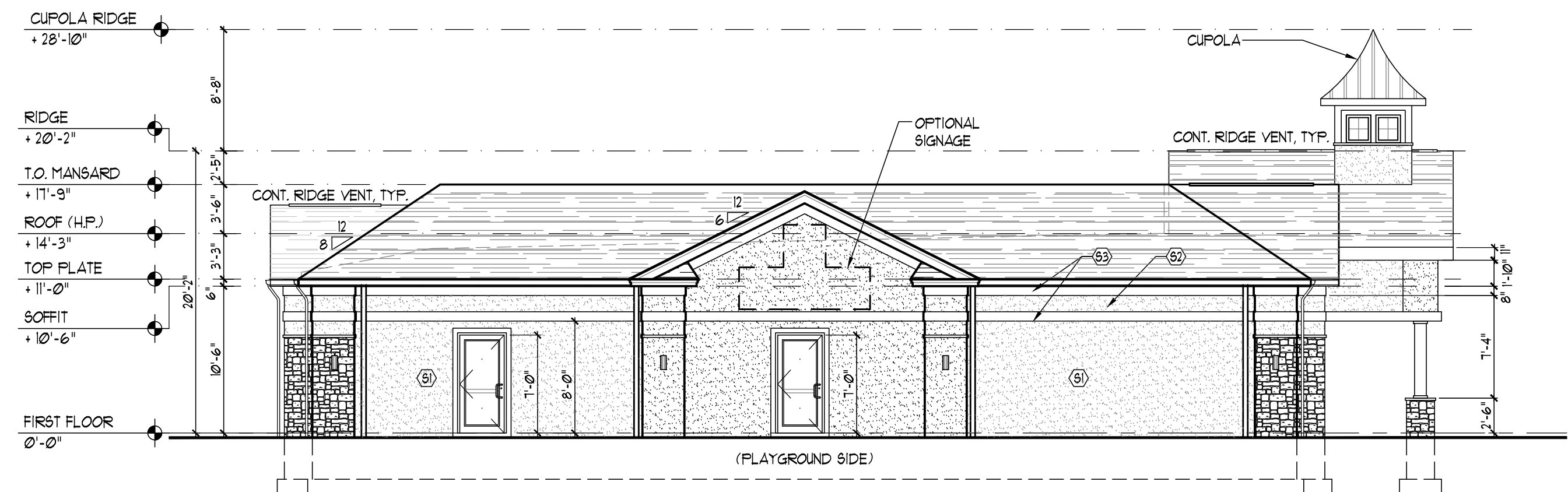
FRONT ELEVATION



REAR ELEVATION



RIGHT SIDE ELEVATION



LEFT SIDE ELEVATION

Building Elevations are for illustrative purposes only



373 US Highway Route 46 West
Building D, Suite 240
Fairfield, New Jersey 07004
ph: 973-291-3730 fax: 973-291-3740
e: jmihalik@jam-arch.com

PROTOTYPICAL ELEVATIONS

STUCCO FINISH SCHEDULE		
SYMBOL	DESCRIPTION	COLOR
(S1)	BODY	10611 MOONLIT SAND
(S2)	ACCENT	32132 SPECTRAL
(S3)	TRIM	9433 WHITE

WINDOW SCHEDULE		
SYMBOL	MODEL	SIZE
(A)	P2840	2'-8" x 4'-0"
(B)	AR3	2'-8" x 1'-5"
(C)	CN12	1'-9" x 2'-0 5/8"

These plans are copyrighted and are subject to copyright protection as an "architectural work" under Sec. 102 of the Copyright Act, 17 U.S.C. as amended December 1990 and known as Architectural Works Copyright Protection Act of 1990.

ARCHITECT OF RECORD:

J.A. Mihalik | Architect

373 Route 46 West
Building D, Suite 240
Fairfield, New Jersey 07004
ph: 973-291-3730 fax: 973-291-3740
e: jmihalik@jam-arch.com

JUSTIN A. MIHALIK, AIA
NJ LIC. # AI 13989
NY LIC. # 027468
PA LIC. # RA402349
CT LIC. # 10431
ME LIC. # ARC3180
MD LIC. # 17519
NC LIC. # 1821
FL LIC. # AR 95150
VA LIC. # 16368

NOT VALID FOR CONSTRUCTION WITHOUT SEAL

PRELIMINARY
NOT FOR
CONSTRUCTION

Project:

North Carolina
11,200 Prototype

Developer:

LOT: -
BLOCK: -

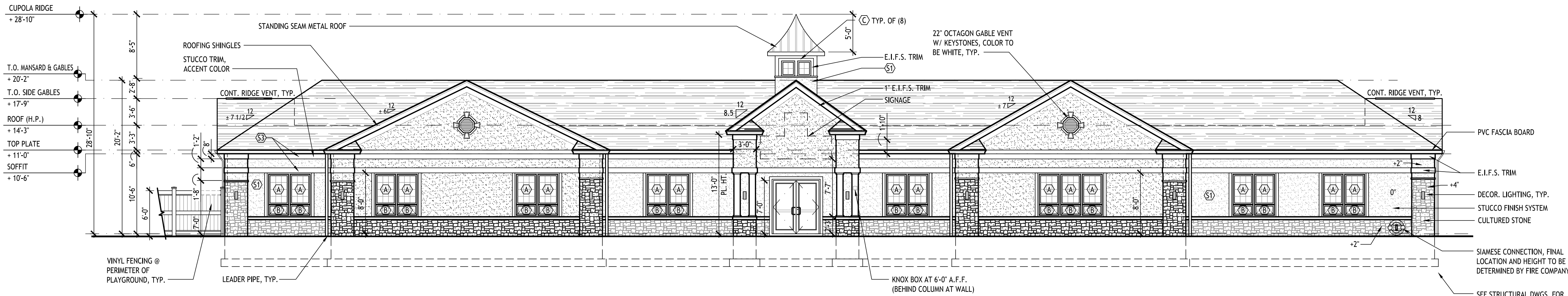
SHEET TITLE:
BUILDING ELEVATIONS
SCHEDULES, DETAIL &
NOTES

Rev. #	Date	Remarks
	05/10/2019	ISSUED TO DEVELOPERS
	08/13/2018	ISSUED TO DEVELOPER FOR REFERENCE
	08/07/2018	PROTOTYPE CHANGES
	04/23/2018	ISSUED FOR REVIEW
	09/13/2017	ISSUED FOR REVIEW

JOB NUMBER: NO PROTOTYPE
DATE: 09/28/2017
DRAWN BY: JAM/CJC/KM
CHECKED BY: JAM

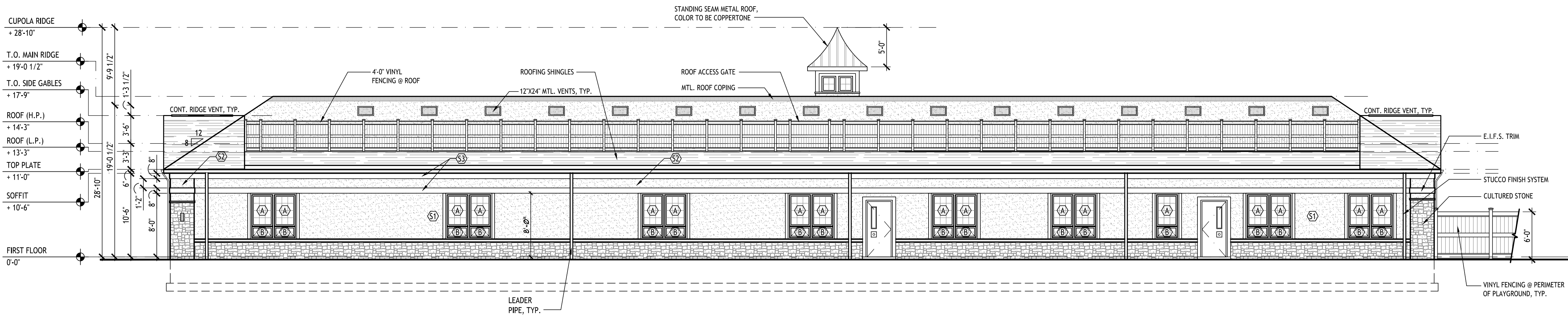
SHEET NO.

PR-3



1 FRONT ELEVATION

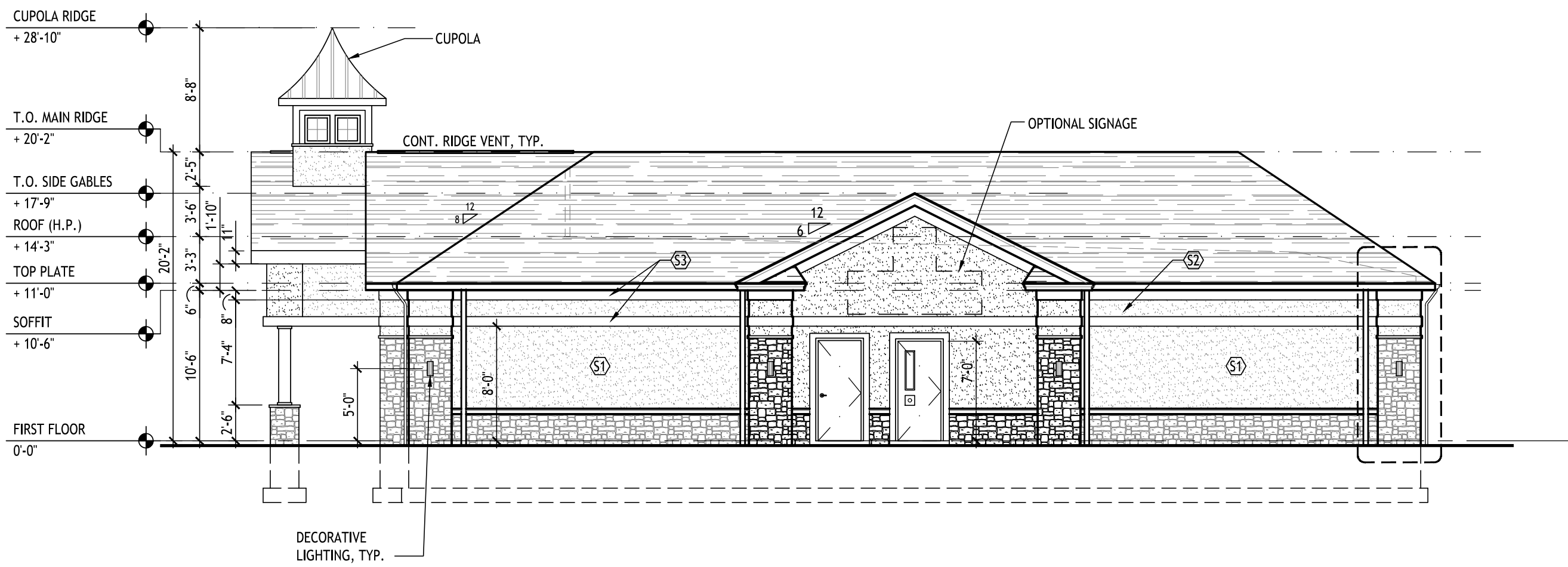
SCALE: 1/8" = 1'-0"



2 REAR ELEVATION (CORE BANKS ST.)

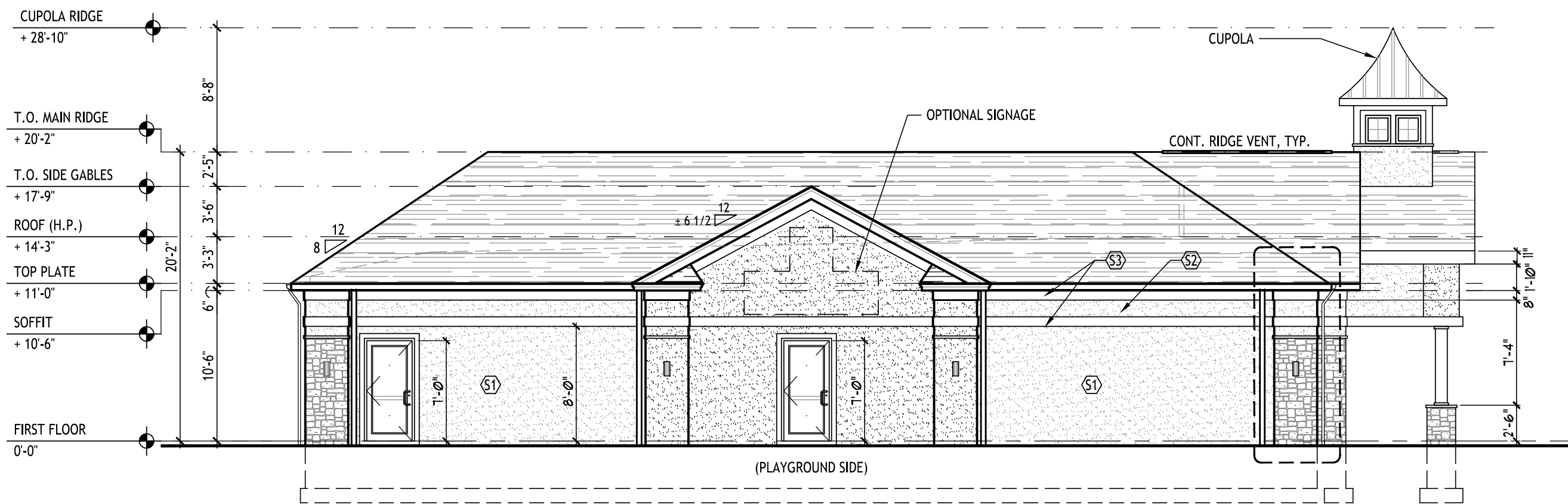
SCALE: 1/8" = 1'-0"

Building elevations are for
illustrative purposes only



3 RIGHT SIDE ELEVATION

SCALE: 1/8" = 1'-0"



4 LEFT SIDE ELEVATION (CHANTILCLAIR DR.)

SCALE: 1/8" = 1'-0"

Typical building elevations. Number of units, window configurations, door style, colors, and other architectural standards will vary from townhouse unit to townhouse unit.





Elevations are for
Illustrative purposes only

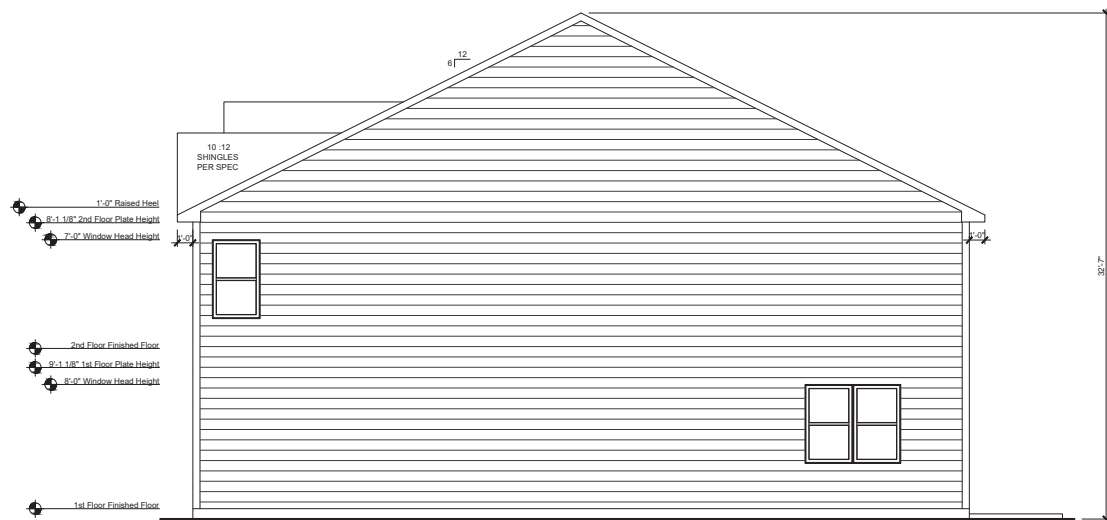


20' NO CAR TH SERIES - SEARS COMMUNITY

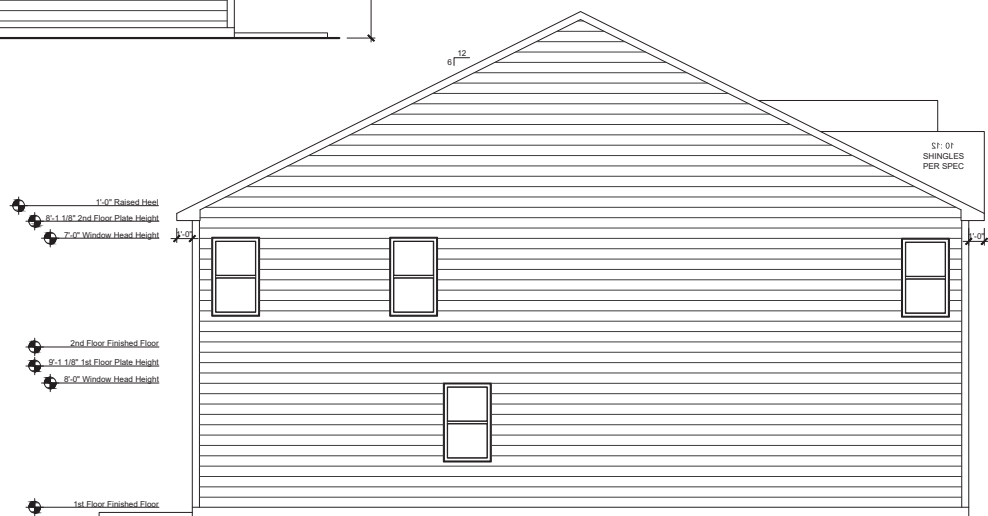
FRONT ELEVATION

SCALE: 1/8" = 1'-0"

DATE: 11-4-2021



RIGHT SIDE



LEFT SIDE

Elevations are for
illustrative purposes only



20' NO CAR TH SERIES - SEARS COMMUNITY

SCALE: 1/8" = 1'-0"

SIDE ELEVATIONS

DATE: 11-4-2021



Elevations are for
illustrative purposes only



20' NO CAR TH SERIES - SEARS COMMUNITY

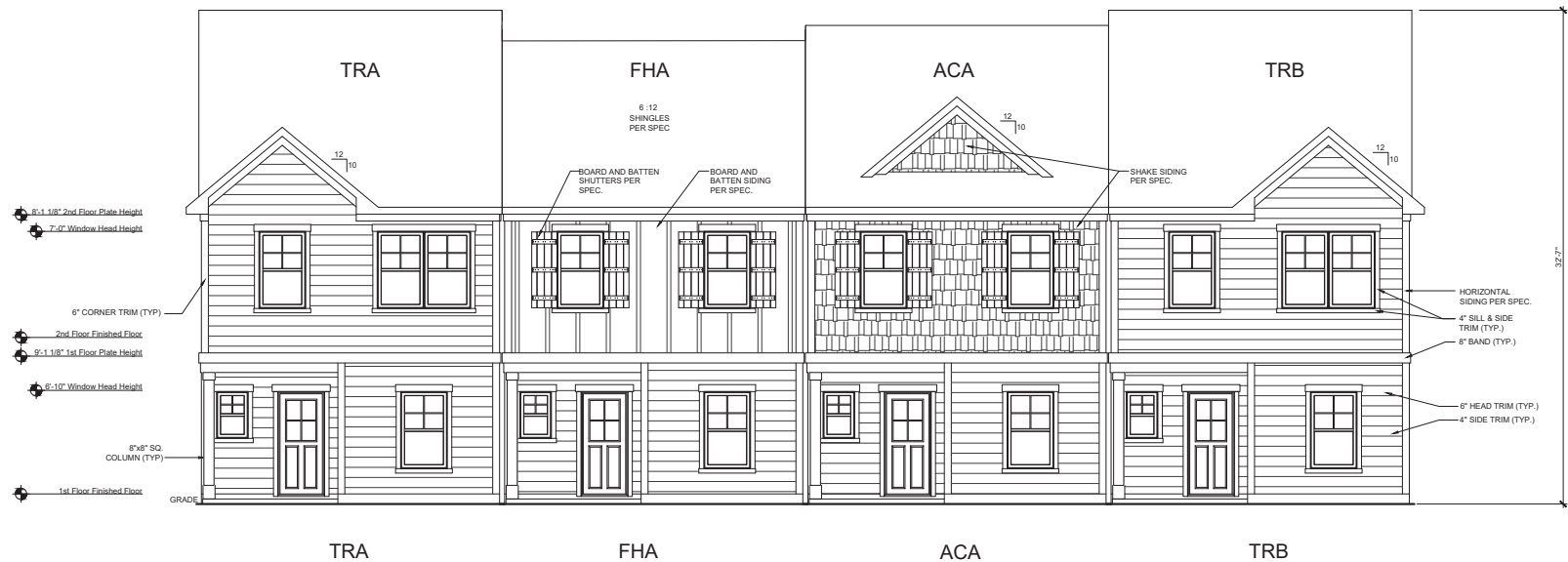
REAR ELEVATION

SCALE: 1/8" = 1'-0"

DATE: 11-4-2021

Typical building elevations. Number of units, window configurations, door style, colors, and other architectural standards will vary from townhouse unit to townhouse unit.





Elevations are for
Illustrative purposes only

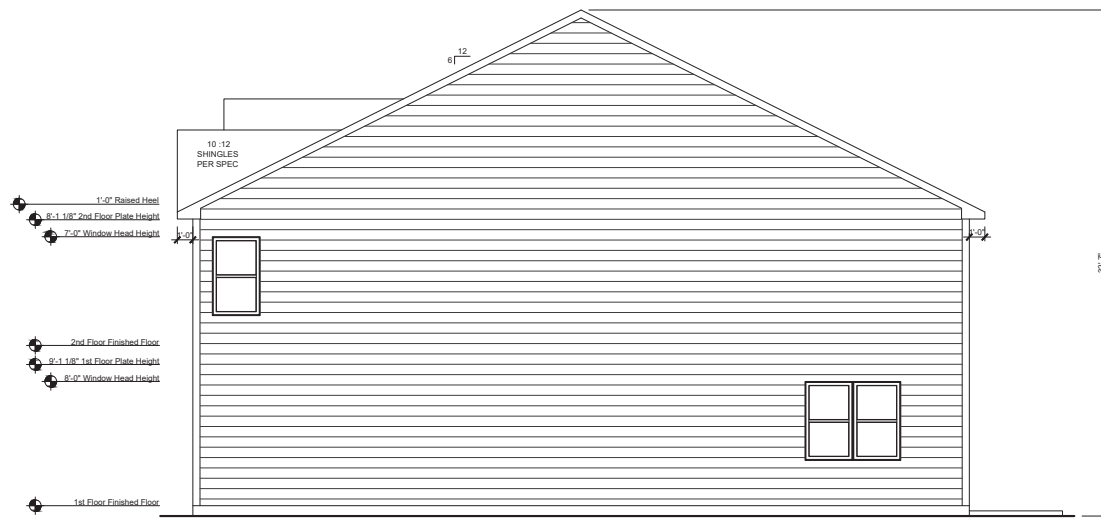


20' NO CAR TH SERIES - SEARS COMMUNITY

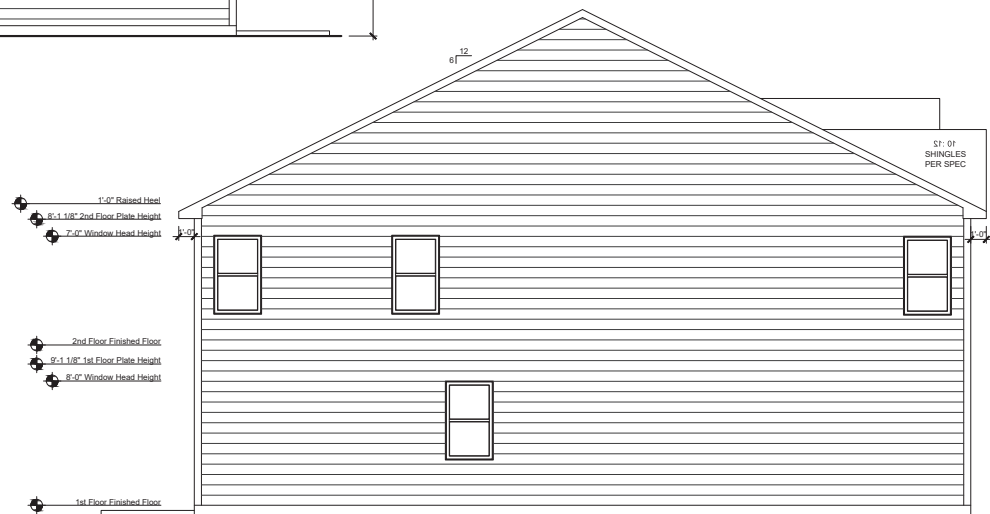
SCALE: 1/8" = 1'-0"

FRONT ELEVATION

DATE: 11-4-2021



RIGHT SIDE



LEFT SIDE

Elevations are for
illustrative purposes only



20' NO CAR TH SERIES - SEARS COMMUNITY

SCALE: 1/8" = 1'-0"

SIDE ELEVATIONS

DATE: 11-4-2021



Elevations are for
illustrative purposes only



20' NO CAR TH SERIES - SEARS COMMUNITY

REAR ELEVATION

SCALE: 1/8" = 1'-0"

DATE: 11-4-2021

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 14, 2022

Item Details

Presenter(s): Sarah Van Every, Senior Planner

Department(s): Planning and Community Development

Requested Motion

Motion to approve the Statement of the Town Council and Ordinance for Rezoning Case #22CZ01 Arden at Summit Pines PUD, Collier Marsh, FC Apex LLC., petitioner, for the property located at 8200 Jenks Road (PIN 0722577336).

Approval Recommended?

The Planning and Community Development Department recommends approval.

Item Details

Rezoning Case #22CZ01 was approved at the May 24, 2022 Town Council meeting.

Attachments

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



STATEMENT OF TOWN COUNCIL AND ORDINANCE AMENDING THE OFFICIAL ZONING DISTRICT MAP OF THE TOWN OF APEX TO CHANGE THE ZONING OF APPROXIMATELY 11.74 ACRES LOCATED AT 8200 JENKS ROAD FROM RURAL RESIDENTIAL (RR) TO PLANNED UNIT DEVELOPMENT-CONDITIONAL ZONING (PUD-CZ)

#22CZ01

WHEREAS, Strickland, R Michael Trustee of Family Trust (Will of C H Young Jr), owner/applicant (the "Applicant"), submitted a completed application for a conditional zoning on the 3rd day of January 2022 (the "Application"). The proposed conditional zoning is designated #22CZ01;

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 #22CZ01 before the Planning Board on the 9th day of May 2022;

WHEREAS, the Apex Planning Board held a public hearing on the 9th day of May 2022, gathered facts, received public comments and formulated a recommendation regarding the application for conditional zoning #22CZ01. A motion was made by the Apex Planning Board to recommend approval; the motion passed unanimously for the application for #22CZ01;

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 #22CZ01 before the Apex Town Council on the 24th day of May 2022;

WHEREAS, the Apex Town Council held a public hearing on the 24th day of May 2022. Sarah Van Every, 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 #22CZ01 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 High Density Residential/Office Employment/Commercial Services. This designation on the 2045 Land Use Map includes the zoning district Planned Unit Development-Conditional Zoning (PUD-CZ) and the Apex Town Council has further considered that the rezoning to Planned Unit Development-Conditional Zoning (PUD-CZ) will provide a mix of age-restricted residential uses and compatible non-residential uses consistent 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 age-restricted residential uses accompanied by compatible non-residential development along the thoroughfare frontage, and provides six units of median-income affordable housing; and

WHEREAS, the Apex Town Council by a vote of 4 to 1 approved Application #22CZ01 rezoning the subject tract located at 8200 Jenks Road from Rural Residential (RR) 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."

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

Ordinance Amending the Official Zoning District Map #22CZ01

zoning classification of the "Rezoned Lands" from Rural Residential (RR) 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" Arden at Summit Pines PUD which are imposed as part of this rezoning.

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

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

Motion by Council Member _____

Seconded by Council Member _____

With ____ Council Member(s) voting "aye."

With ____ Council Member(s) voting "no."

This the ____ day of _____ 2022.

TOWN OF APEX

Mayor

ATTEST:

Allen Coleman, CMC, NCCCC
Town Clerk

APPROVED AS TO FORM:

Town Attorney

ATTACHMENT A

Arden at Summit Pines

Legal Description for PUD Rezoning PIN# (0722-57-7336)

Beginning at an iron rod on the North right of way of Jenks Road (NCSR 1601) Wake County, NC approximately 721 feet North of the intersection of Jenks Road and U.S. Highway 64 and having a NC State Plane NAD 83 (NSRS 2011) coordinate value of N: 726,615.24 E: 2,025,311.55 and being the point of beginning. Thence from the point of beginning N 00° 37' 29" E 432.30' to an iron rod set. Thence N 01° 57' 10" E 668.64' to an iron bar found at the Northwest corner of the parcel. Thence S 88° 55' 43" E 682.49' to an iron bar found at the Northeast corner of the parcel. Thence S 00° 21' 58" W 380.02' to an Iron pin found on the North right of way of Jenks Road. Thence along the North right of way of Jenks Road the following courses:

S 44° 34' 19" W 105.01' to an iron rod set

S 45° 15' 51" W 376.98' to an iron rod set

S 45° 13' 33" W 395.43' to an iron rod set

S 44° 33' 52" W 63.09' to an iron rod set

S 42° 51' 20" W 60.24' to an iron rod set being the point of beginning. Parcel contains 511,581 SF or 11.744 Acres.

ATTACHMENT B

ARDEN AT SUMMIT PINES

Planned Unit Development

Apex, North Carolina

Submittal Dates

First Submittal:	January 3, 2022
Second Submittal:	February 11, 2022
Third Submittal:	March 11, 2022
Fourth Submittal:	April 8, 2022
Fifth Submittal:	April 27, 2022

Developer

FC Apex, LLC
7315 Wisconsin Avenue, Suite 925 W
Bethesda, MD 20814

Civil Engineer

ESE of North Carolina, PC
5400 Trinity Road, Suite 204
Raleigh, NC 27607

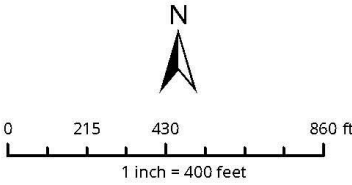
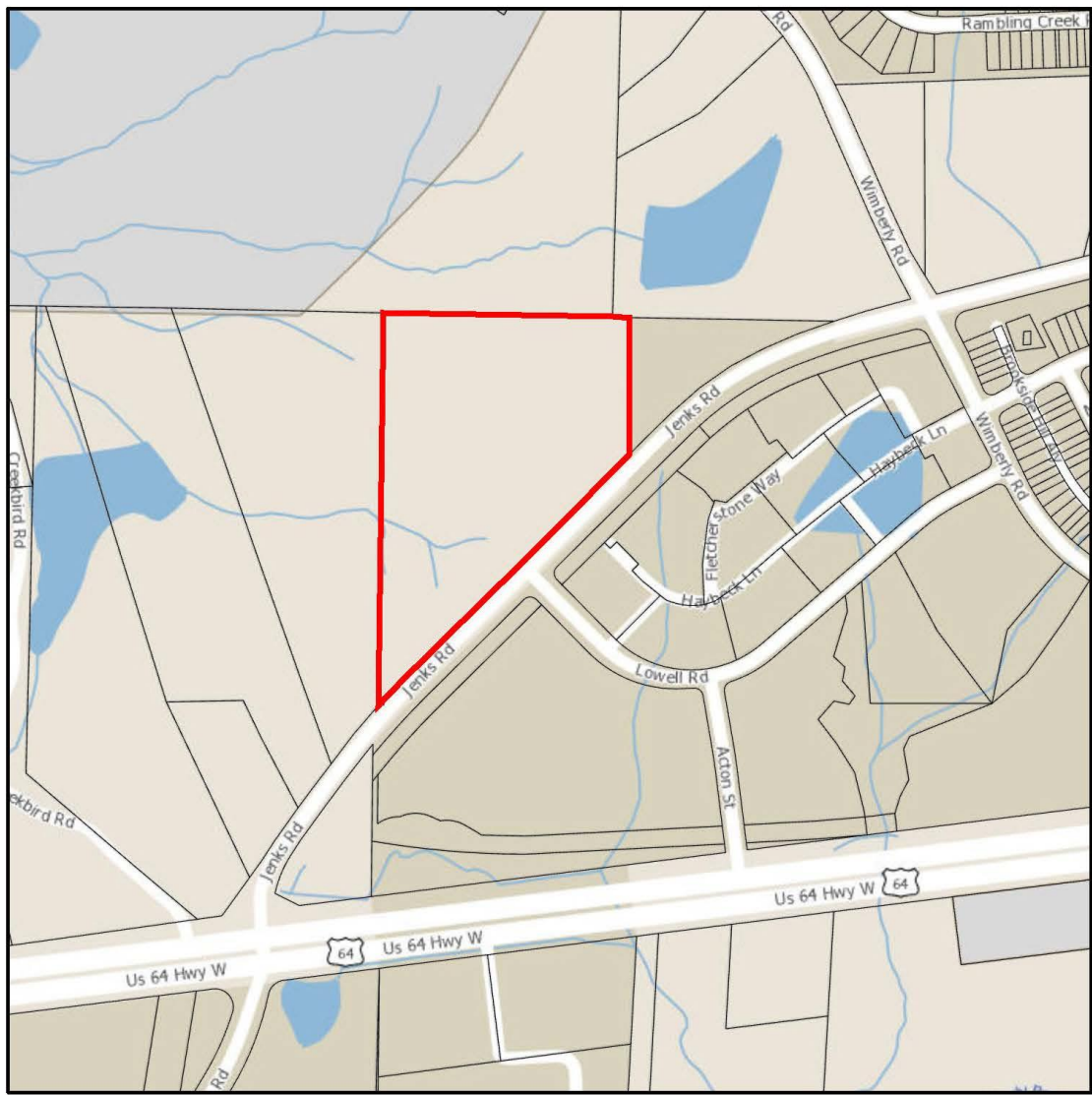
Land Use Attorneys

Parker Poe Adams & Bernstein LLP
301 Fayetteville Street, Suite 1400
Raleigh, NC 27602

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VICINITY MAP



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

PROJECT DATA

Name of Project:	Arden at Summit Pines
Property Owner:	R. Michael Strickland, Trustee of the Family Trust under Item VI of the Will of Charles H. Young, Jr. 138 Wee Loch Drive Cary, NC 27511
Developer:	FC Apex, LLC 7315 Wisconsin Avenue, Suite 925 W Bethesda, MD 20814
Prepared by:	Parker Poe Adams & Bernstein LLP 301 Fayetteville Street, Suite 1400 Raleigh, NC 27601 ESE of North Carolina, PC 5400 Trinity Road, Suite 204 Raleigh, NC 27607
Current Zoning:	Rural Residential (RR)
Proposed Zoning:	Planned Unit Development-Conditional Zoning (PUD-CZ)
Current 2045 Land Use Map Designation:	Office Employment/Commercial Services
Proposed 2045 Land Use Map Designation	Office Employment/Commercial Services/ High Density Residential
Site Address:	8200 Jenks Road, Apex, NC 27523
Property Identification Number:	0722577336
Total Acreage:	11.744 acres
Area Designated as Mixed Use on 2045 LUM:	None
Area Proposed as Non-Residential:	30% or greater

PURPOSE STATEMENT

This document and the accompanying exhibits submitted herewith (collectively, the “PUD”) are provided pursuant to the Town of Apex Unified Development Ordinance (“UDO”) Planned Unit Development provisions. The PUD addresses the development of a 11.74 acre site fronting on Jenks Road, less than one quarter mile from the intersection of Jenks Road and US 64 W (the “Property”). The Property is undeveloped and within the Town’s Extraterritorial Planning jurisdiction. Arden at Summit Pines will be a mixed use development with two districts: the Residential District and the Commercial District.

Arden at Summit Pines’ Residential District will be an active adult, age-restricted community with congregate-care style living, controlled access, interior corridors and elevators, walking paths, fitness centers, and natural areas (the “Development”). Arden at Summit Pines will offer residents the opportunity to live independently in a community designed to fit the resident’s needs. Arden at Summit Pines will offer amenities such as a community dining room, craft/business center, library, and other amenities catered towards an active senior demographic. To ensure affordability to middle market senior residents, Arden at Summit Pines will provide some services through third party partnerships including access to care and personal services such as dining, housekeeping, transportation, home and grounds maintenance, and security. Arden at Summit Pines also ensures affordability through commitments to provide Affordable Housing units within the community. The PUD is intended to create flexibility in design and land uses to deliver a high quality senior living community to meet the burgeoning demand for senior housing. The Residential District shall be limited to a maximum of 160 residential dwelling units.

Arden at Summit Pines’ Commercial District proposes office, retail sales, and retail services in a prominent location along the site’s Jenks Road frontage. This proposed commercial district ensures mixed uses within the development and fulfills the Apex Comprehensive Plan’s (“Peak Plan”) goal of placing commercial services on thoroughfares and near residential communities. The Commercial District will be a minimum of 30% of the site as shown on the Concept Plan.

CONSISTENCY WITH PLANNED UNIT DEVELOPMENT STANDARDS

- (i) *The uses proposed to be developed in the PD plan for PUD-CZ are those uses permitted in Sec. 4.2.2 Use Table***

RESPONSE: The uses permitted within The Arden PUD are uses listed in UDO Section 4.2.2. Permitted uses within each District are set forth in Section 5 of the PUD.

- (ii) *The uses proposed in the PD Plan for PUD-CZ can be entirely residential, entirely non-residential, or a mix of residential and non-residential uses, provided a minimum percentage of non-residential land area is included in certain mixed use areas as specified on the 2045 Land Use Map. The location of uses proposed by the PUD-CZ must***

be shown in the PD Plan with a maximum density for each type of residential use and a maximum square footage for each type of non-residential use.

RESPONSE: The PUD is separated into two districts – the Residential District and the Commercial District. Maximum densities for each district are established by the PUD. The Development will include a minimum of 30% of the site as non-residential area as shown on the Concept Plan.

(iii) *The dimensional standards in Sec. 5.1.3 Table of Intensity and Dimensional Standards, Planned Development Districts may be varied in the PD Plan for PUD-CZ. The PUD-CZ shall demonstrate compliance with all other dimensional standards of the UDO, North Carolina Building Code, and North Carolina Fire Code.*

RESPONSE: This PUD specifies intensity and dimensional standards for the Residential District and Commercial District. The PUD’s standards are consistent with the UDO’s vision for Planned Unit Developments. Except as specifically stated in this PUD, Arden at Summit Pines will comply with all other requirements of the UDO and will comply with all applicable requirements of the North Carolina Building Code and the North Carolina Fire Code.

(iv) *The development proposed in the PD Plan for PUD-CZ encourages cluster and compact development to the greatest extent possible that is interrelated and linked by pedestrian ways, bikeways and other transportation systems. At a minimum, the PD Plan must show sidewalk improvements as required by the Advance Apex: The 2045 Transportation Plan and the Town of Apex Standard Specifications and Standard Details, and greenway improvements as required by the Town of Apex Parks, Recreation, Greenways, and Open Space Plan and the Advance Apex: The 2045 Transportation Plan. In addition, sidewalks shall be provided on both sides of all streets for single-family detached homes.*

RESPONSE: As shown on the attached Concept Plan, Arden at Summit Pines will feature sidewalks and pedestrian paths throughout. Sidewalks will connect the Residential District to the Commercial District, increasing walkability between uses. The PUD also commits to significant Right of Way dedication and roadway improvements called for by the Transportation Plan.

(v) *The design of development in the PD Plan for PUD-CZ results in land use patterns that promote and expand opportunities for walkability, connectivity, public transportation, and an efficient compact network of streets. Cul-de-sacs shall be avoided unless the design of the subdivision and the existing or proposed street system in the surrounding area indicate that a through street is not essential in the location of the proposed cul-de-sac, or where sensitive environmental areas such as streams, floodplains, and wetlands would be substantially disturbed by making road connections.*

RESPONSE: As shown in the Concept Plan, Arden at Summit Pines will feature sidewalks and pedestrian paths throughout. Sidewalks will connect the Residential District to the Commercial District, increasing walkability between uses. Arden at Summit Pines will not include cul-de-sacs.

- (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.***

Arden at Summit Pines is compatible with the character of the existing and planned uses in the surrounding area. This area of the Town's ETJ is at the intersection between growing sections of northwest Apex and historically rural, western Wake County. Although adjacent properties to the north and west are currently undeveloped, the Property is directly across the street from the Westford PUD. The Villages at Westford Apartments are directly across Jenks Road to the southeast. The Villages at Westford Apartments are a 296 unit apartment complex, with a clubhouse and pool, that were constructed in 2019 as part of the Westford PUD. Further South across Jenks Road is an undeveloped portion of the Westford PUD referred to as area A1. Under the Westford PUD, Area A1 could be developed for a variety of residential or commercial uses including Multi-Family, Single Family, Restaurant, Office, Convenience Store with Gas Sales, and Grocery Store.

Arden at Summit Pines will be compatible with the existing Westford Apartments and future development of the Westford PUD because it will provide complimentary uses to the existing and proposed uses of the Westford PUD. Arden at Summit Pines' age restricted Residential District will provide a greater variety of housing options and Arden at Summit Pines' Commercial District offers a greater mix of nonresidential uses that will serve and support residential development in the area. Design standards are also proposed to respect the existing character of the surrounding area.

- (vii) *The development proposed in the PD Plan for PUD-CZ has architectural and design standards that are exceptional and provide higher quality than routine developments. All residential uses proposed in a PD Plan for PUD-CZ shall provide architectural elevations representative of the residential structures to be built to ensure the Standards of this Section are met.***

Arden at Summit Pines will feature high quality and thoughtful design. Architectural standards, design controls, and conceptual elevations are included in this PUD.

CONSISTENCY WITH CONDITIONAL ZONING STANDARDS

Arden at Summit Pines is consistent with the conditional zoning standards set forth in UDO Section 2.3.3.F.1-10. Please see the accompanying PUD-CZ Application for the statements of consistency addressing each standard.

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.

COMMERCIAL DISTRICT

The following uses shall be permitted in the Commercial District:

Restaurant, drive through	Permitted
Restaurant, general	Permitted
Medical or dental office or clinic	Permitted
Medical or dental laboratory	Permitted
Office, business or professional	Permitted
Publishing office	Permitted
Research facility	Permitted
Hotel or Motel	Permitted
Artisan Studio	Permitted
Barber and beauty shop	Permitted
Book store	Permitted
Convenience store	Permitted
Convenience store with gas sales	Permitted
Dry cleaners and laundry service	Permitted
Farmer's market	Permitted
Financial institution	Permitted
Floral shop	Permitted
Gas and fuel, retail	Permitted
Glass sales	Permitted
Greenhouse or nursery, retail	Permitted
Grocery, general	Permitted
Grocery, specialty	Permitted
Health/fitness center or spa	Permitted
Kennel	Permitted
Newsstand or gift shop	Permitted
Personal service	Permitted
Pharmacy	Permitted
Printing and copying service	Permitted

ARDEN AT SUMMIT PINES PLANNED UNIT DEVELOPMENT

Real estate sales	Permitted
Repair services, limited	Permitted
Retail sales, general	Permitted
Studio for art	Permitted
Tailor shop	Permitted
Upholstery shop	Permitted
Pet services	Permitted
Day care facility	Permitted
Veterinary Clinic or Hospital	Permitted
Utility, minor	Permitted

RESIDENTIAL DISTRICT

The following uses shall be permitted in the Residential District:

Residential*	
Congregate Living Facility**	Permitted
Multi-family or Apartment (age-restricted)	Permitted
Utility, minor	Permitted
Recreational Uses	
Park, active	Permitted
Greenway	Permitted
Park, passive	Permitted
Recreation facility, private	Permitted

*All residential uses in the Residential District shall be age-restricted as follows: 100% of all occupied units shall have as a resident at least one person age 55 or older.

**Congregate Living Facility as defined in UDO Section 4.3.1.C shall be modified as follows: A residential land use consisting of any building or section thereof, residence, private home, boarding home, or home for the aged, whether or not operated for profit, which provides one or more of the following amenities or services for persons not related to the owner or administrator by blood or marriage: food service, trash service, local transportation services, community library, programmed activities, salon services, and other personal services. The term shall not mean “nursing home,” “intermediate care facility,” or similar facility that provides medical care and support services to persons not capable of independent living.

AFFORDABLE HOUSING

A minimum of six (6) of the residential units (either Congregate Living Facility units as modified herein, or age-restricted (55 yrs. and older) multifamily/apartment units) constructed within the Development shall be designated as low-income restricted units (the "Affordable Units"). The bedroom mix of the Affordable Units shall include (4) one-bedroom units and two (2) two-bedroom units.

The Affordable Units shall be made available for rental such that the maximum rent limits per bedroom size and household income limits shall be no greater than sixty percent (60%) of the U.S. Department of Housing and Urban Development (HUD) Area Median Income (AMI) as stipulated by the most recently published North Carolina Housing Finance Agency (NCHFA) Low-Income Housing Tax Credit (LIHTC) Multifamily Tax Subsidy Program (MTSP) income and rent limits for the Wake Metropolitan area.

The Affordable Units shall be restricted for an affordability period of five (5) years starting from the date of issuance of the first residential Certificate of Occupancy (the "Affordable Period") for the development. During the Affordable Period, the property owner shall be responsible for performing all administration duties to ensure compliance with this Affordable Housing condition and shall submit annual compliance reports to the Town verifying compliance with this Affordable Housing condition. Following completion of the Affordable Period, this Affordable Housing condition shall expire, the property owner shall be relieved of all obligations set forth in this Affordable Housing condition, and the Affordable Units may be freely marketed and leased at market-rate rents.

An affordable housing deed restriction shall be recorded against the property prior to the date of issuance of the first residential Certificate of Occupancy to memorialize these Affordable Housing terms.

DESIGN CONTROLS

UNIVERSAL DESIGN CONTROLS

Total Project Area	11.74 acres
Maximum Built-Up Area	70% of gross site acreage
Minimum Resource Conservation Area	25% of gross site acreage

RESIDENTIAL DISTRICT DESIGN CONTROLS

Proposed Land Area	Maximum 6.87 acres
Maximum Residential Density	160 units
Required District Boundary Buffers	
Side Buffer	20 ft. Type A
Rear Buffer	20 ft. Type A
Front Buffer	None
Corner Side Buffer (Jenks Road)*	30 ft Type E Thoroughfare Buffer, Undisturbed / 50' Type E Thoroughfare Buffer, Disturbed
Minimum Setbacks**	
Front Setback***	None
Side Setback	10 ft.
Rear Setback	10 ft.
Corner Side Setback (Jenks Road)	10 ft.
Maximum Height	60 ft. (5 stories)

* Only along Jenks Road frontage.

** Notwithstanding any contrary UDO provision or language in this PUD, if the Property is subdivided, there shall be no minimum setback or buffer requirement along the future shared property line between the Residential District and the Commercial District.

***Measured from Residential/Commercial District boundary

COMMERCIAL DISTRICT DESIGN CONTROLS

Proposed Land Area	Minimum 3.522 acres
Required District Boundary Buffers	
Side Buffer	20 ft. Type A
Rear Buffer	None
Front Buffer	30 ft. Type E Thoroughfare Buffer, Undisturbed / 50' Type E Thoroughfare Buffer, Disturbed
Minimum Setbacks*	
Front Setback (Jenks Road)	10 ft.
Side Setback	10 ft.
Rear Setback**	10 ft.
Corner Side Setback	10 ft.
Maximum Height	50 ft.

*Notwithstanding any contrary UDO provision or language in this PUD, if the Property is subdivided, there shall be no minimum setback or buffer requirement along the future shared property line between the Residential District and the Commercial District.

**Measured from Residential/Commercial District boundary

LANDSCAPING, BUFFERING, AND SCREENING

All landscaping for this PUD shall comply with Section 8.2 Landscaping, of the Town of Apex UDO. Refer to PUD Preliminary Layout Plan for perimeter and streetscape buffers. In the event that the Commercial District and Residential District are subdivided, Buffers and screening shall not be required along the shared property line between the Residential District and the Commercial District.

ARCHITECTURAL STANDARDS

Arden at Summit Pines offers the following architectural controls to ensure a consistency of character throughout the development, while allowing for enough variety to create interest and avoid monotony. Elevations included are conceptual examples. Final elevations must comply with these architectural standards but may vary from the conceptual elevations. Further details shall be provided at the time of Residential Master Subdivision Plan or Site Plan submittal.

Residential areas envisioned for Arden at Summit Pines will be comprised of age restricted congregate care style units with controlled access, interior corridors and elevators. While each of the architectural offerings proposed will have their own identity, a number of common threads will link the neighborhood, including color palettes, materials, and roofing. Elevations have been included below in an effort to represent the bulk, massing, scale, and architectural style of the development.

RESIDENTIAL DISTRICT DESIGN GUIDELINES

- Vinyl siding is not permitted; however, vinyl windows, decorative elements, and trim are permitted.
- Four of the following decorative features shall be used on each building:
 - decorative shake
 - board and batten siding
 - decorative porch rails and posts
 - shutters
 - decorative functional foundation and roof vents
 - decorative windows
 - decorative brick or stone
 - decorative gables
 - decorative cornices
 - metal roofing

PROPOSED RESIDENTIAL MATERIALS

Proposed materials and styles will be of a similar palette to provide consistency of character along with visual interest. Exterior materials that may be incorporated into any of the residential building products include:

- Cementitious lap, board and batten, and/or shake and shingle siding
- Stone or synthetic stone
- Brick

ARDEN AT SUMMIT PINES PLANNED UNIT DEVELOPMENT

Additional building materials may be included with administrative staff approval. Substitute materials shall be allowed by staff as long as they are determined by the Director of Planning and Community Development to be substantially similar.

REPRESENTATIVE RESIDENTIAL BUILDING ELEVATIONS



COMMERCIAL DISTRICT DESIGN GUIDELINES

- Architectural treatments such as varying roof forms, façade articulation, breaks in roof, walls with texture materials and ornamental details shall be incorporated to add visual interest.
- Large expanses of blank walls, greater than 25' in length or height, shall be broken up with windows or other architectural features to reduce visual impacts.
- Roof features may include flat roofs with parapet, hip roofs or awnings with metal or canvas material.

Windows and storefront glazing shall be divided to be either square or vertical in proportion so that each section is taller than it is wide.

PROPOSED COMMERCIAL DISTRICT MATERIALS

Non-residential exteriors shall incorporate variation in materials. The primary (front) façade and other façades located along a public right-of-way may include:

- Brick and/or stone masonry
- Decorative concrete block (integral color 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 façade
- Precast concrete
- Soffit and fascia materials to be considered include EIFS with crown trim elements
- Cementitious siding

Rear elevations of non-residential buildings facing opaque landscape buffers or not visible from vehicular use areas or public rights-of-way may incorporate decorative concrete masonry, metal coping, or EIFS trim.

REPRESENTATIVE COMMERCIAL DISTRICT BUILDING ELEVATIONS



PARKING AND LOADING

Development in the Residential District shall include a minimum of 1 and a maximum of 1.5 off-street motor vehicle parking spaces per dwelling unit. Development in the Residential District shall include a minimum of 6 bicycle parking spaces. Development in the Commercial District shall comply with parking requirements in Section 8.3 of the UDO.

SIGNAGE

Signage shall comply with UDO Section 8.7.

NATURAL RESOURCES AND ENVIRONMENTAL DATA

RIVER BASINS AND WATERSHED PROTECTION OVERLAY DISTRICTS

This project is located within the Beaver Creek and White Oak Creek Drainage Basins. Accordingly, the Property is within the Primary Watershed Protection Overlay District as shown on the Town of Apex Watershed Protection Map. This PUD will comply with all built upon area, vegetated conveyances, structural SCMs and riparian stream buffer requirements of UDO Section 6.1.7.

Resource Conservation Areas (RCA)

The Development shall include a minimum of 25% RCA. RCA area shall comply with Section 8.1 of the UDO.

Floodplain

The project site does not sit within a designated current or future 100 year floodplain as shown on the Town of Apex FEMA map and FIRM Panel 3720073100J, dated May 2, 2006.

Historic Structures

The Property is currently vacant and there are no known historic structures present within the project boundary.

Environmental Commitments Summary

The following environmental conditions shall apply to the Development:

- A minimum of two (2) educational signs about wetlands shall be installed near environmentally sensitive areas;
- A minimum of two (2) pet waste stations shall be installed within the Residential District;
- Solar conduit shall be included in Residential District building designs;

- Light sensors shall be installed on exterior lights within the Residential District; and
- Outdoor lighting within the Residential District shall be shielded in a way that focuses lighting to the ground.
- The project shall install conduit for solar energy systems for all residential and accessory buildings. These roofs shall also be engineered to support the weight of a future rooftop solar PV system.
- The project commits to planting only native plants. Landscaping shall be coordinated and approved by the Planning Department at site or subdivision review.

STORMWATER MANAGEMENT

The Development shall meet all stormwater management requirements for quality and quantity treatment in accordance with Section 6.1.7 of the UDO such that:

- Post development peak runoff shall not exceed pre-development peak runoff conditions for the one (1) year, ten (10) year, and Twenty-four (24)-hour storm events.
- Treatment for the first one inch (1”) of runoff will provide 85% removal of total suspended solids.

Acceptable stormwater structures shall include detention ponds, constructed wetlands, bio-retention areas, or other approved devices consistent with the NC DEQ Stormwater Design Manual and the Town of Apex UDO.

PARKS AND RECREATION

Arden at Summit Pines was reviewed by the Parks, Recreation, and Cultural Resources Advisory Commission at its February 23, 2022 meeting. The Commission recommended the following fee-in-lieu for the project:

Number of Units*	Housing Type	Fee Per Unit**	Total Fees
160	Multifamily or Apartment	\$2226.05	\$356,168.00

*Final unit count will be determined at the time of Master Subdivision.

**Fees are based upon approval date and run with project.

PUBLIC FACILITIES

The proposed PUD shall meet all Public Facilities requirements as set forth in UDO Section 2.3.4(F)(1)(f) and shall be designed according to sound engineering standards. Road and utility infrastructure shall be as follows:

GENERAL ROADWAY INFRASTRUCTURE

Except as set forth herein, all proposed roadway infrastructure and right-of-way dedications will be consistent with the Town of Apex Comprehensive Transportation Plan and Bicycle and Pedestrian System Plan in effect as of the submission date of this rezoning.

TRANSPORTATION IMPROVEMENTS

The following conditions regarding transportation improvements apply and shall be completed in the first phase 1 of development:

- Jenks Road and Lowell Road / Site Drive 1
 - Construct an eastbound approach (Site Drive 1) with one ingress lane and two egress lanes, striped as a left-turn lane with at least 75 feet of storage and a shared through/right-turn lane.
 - Provide a northbound left-turn lane with at least 50 feet of storage and appropriate decel and taper.
 - Provide stop control at the eastbound approach.
- Jenks Road and Site Drive 2
 - Construct a right-in/right-out southbound approach with one ingress lane and one egress lane and a monolithic concrete median island based on NCDOT standards in the center lane of Jenks Road to prohibit left turning traffic..
 - Provide stop control at the southbound approach.
- Construct and dedicate roadway frontage widening along Jenks Road consisting of the remaining half of a four-lane divided roadway with curb and gutter and minimum 10-foot Side Path based on Apex and NCDOT standards on a minimum 110' public right-of-way typical section.
- Construct and dedicate a public street from Jenks Road at Lowell Road to the western property boundary, providing public access to the west from Jenks Road, based on a 27' curb & gutter typical section with minimum 5-foot sidewalks on both sides on a minimum 50-foot public right-of-way.

WATER AND SANITARY SEWER

All lots within the project will be served by Town of Apex for water and sanitary sewer. The utility design will be finalized at the time of Master Subdivision Plan or Site Plan approval and be based on available facilities adjacent to the site at that time. The design will meet the current Town of Apex master plans for water and sewer.

OTHER UTILITIES

Electricity will be provided by Apex Electric. Phone, cable, and gas will be provided by the Developer and shall meet UDO standards.

PHASING

The Development will be completed in up to three phases. Final locations of phases will be determined at the time of Master Subdivision Plan Review and Approval. Provided, however that the Development may be completed in more than three phases or less than three phases.

CONSISTENCY WITH LAND USE PLAN

The proposed land use will be consistent with Advance Apex 2045: The Apex Comprehensive Plan, adopted in February 2019, upon approval of this PUD. The Future Land Use Map designates the Property as Office Employment/Commercial Services and this PUD updates the designation to Office Employment/Commercial Services/High Density Residential.

COMPLIANCE WITH UDO

The development standards adopted for this PUD are in compliance with those set forth in the current version of the Town's Unified Development Ordinance (UDO). This PUD shall be the primary governing document for the development of Arden at Summit Pines. All standards and regulations in this PUD shall control over general standards of the UDO. Provided, however, that if a specific regulation is not addressed in this PUD, UDO regulations shall control.

SITE DATA:

PIN: 0722577336
PROPERTY OWNER: R. MICHAEL STRICKLAND, TRUSTEE OF FAMILY TRUST(WILL OF C H YOUNG JR)
TOTAL ACRES: 11.74 AC
CURRENT ZONING: RR
PROPOSED ZONING: PUD-CZ
ROW DEDICATION: 32,325 SF / 0.74 AC
GROSS SITE AREA: 511,581 SF / 11.74 AC
RCA REQUIRED: 511,581 SF X 25% = 127,895.25 SF
RCA PROVIDED: 127,940 SF (25.01%)
MAXIMUM RESIDENTIAL LAND AREA: 6.87 AC
MAXIMUM RESIDENTIAL DENSITY: 160 UNITS
MINIMUM RESIDENTIAL SETBACKS:
FRONT* NONE
SIDE 10 FT
REAR 10 FT
CORNER (JENKS ROAD) 10 FT
MAXIMUM RESIDENTIAL BUILDING HEIGHT: 60 FT (5 STORIES)
MINIMUM COMMERCIAL LAND AREA: 3.52 AC
MINIMUM COMMERCIAL SETBACKS:
FRONT (JENKS ROAD) 10 FT
SIDE 10 FT
REAR* 10 FT
CORNER 10 FT
MAXIMUM COMMERCIAL BUILDING HEIGHT: 50 FT
* MEASURED FROM RESIDENTIAL/COMMERCIAL DISTRICT BOUNDARY
CURRENT 2045 LAND USE MAP DESIGNATION: OFFICE EMPLOYMENT COMMERCIAL SERVICES
PROPOSED 2045 LAND USE MAP DESIGNATION: OFFICE EMPLOYMENT COMMERCIAL SERVICES HIGH DENSITY RESIDENTIAL
AREA DESIGNATED AS MIXED USE ON 2045 LUM: NONE
AREA OF MIXED USE PROPERTY PROPOSED AS NON-RESIDENTIAL DEVELOPMENT: 37.5%
MAXIMUM BUILT UPON AREA: 8.22 AC (70%)
PROPOSED BUILT UPON AREA: 8.22 AC (70%)
REQUIRED RESIDENTIAL PARKING SPACES: 1 PER DWELLING UNIT (MINIMUM)
REQUIRED NON-RESIDENTIAL PARKING SPACES: 1.5 PER DWELLING UNIT (MAXIMUM)
REQUIRED BICYCLE PARKING: SHALL COMPLY WITH UDO SECTION 8.3
WATERSHED PROTECTION OVERLAY DISTRICT: PRIMARY
FEMA FLOODPLAIN: ZONE X
HISTORIC STRUCTURES: NONE
GRADING: MASS GRADING

ARDEN AT SUMMIT PINES
PLANNED UNIT DEVELOPMENT

TOWN OF APEX, WAKE COUNTY, NORTH CAROLINA

1/3/2022

REVISED: 04/27/2022

PREPARED FOR:

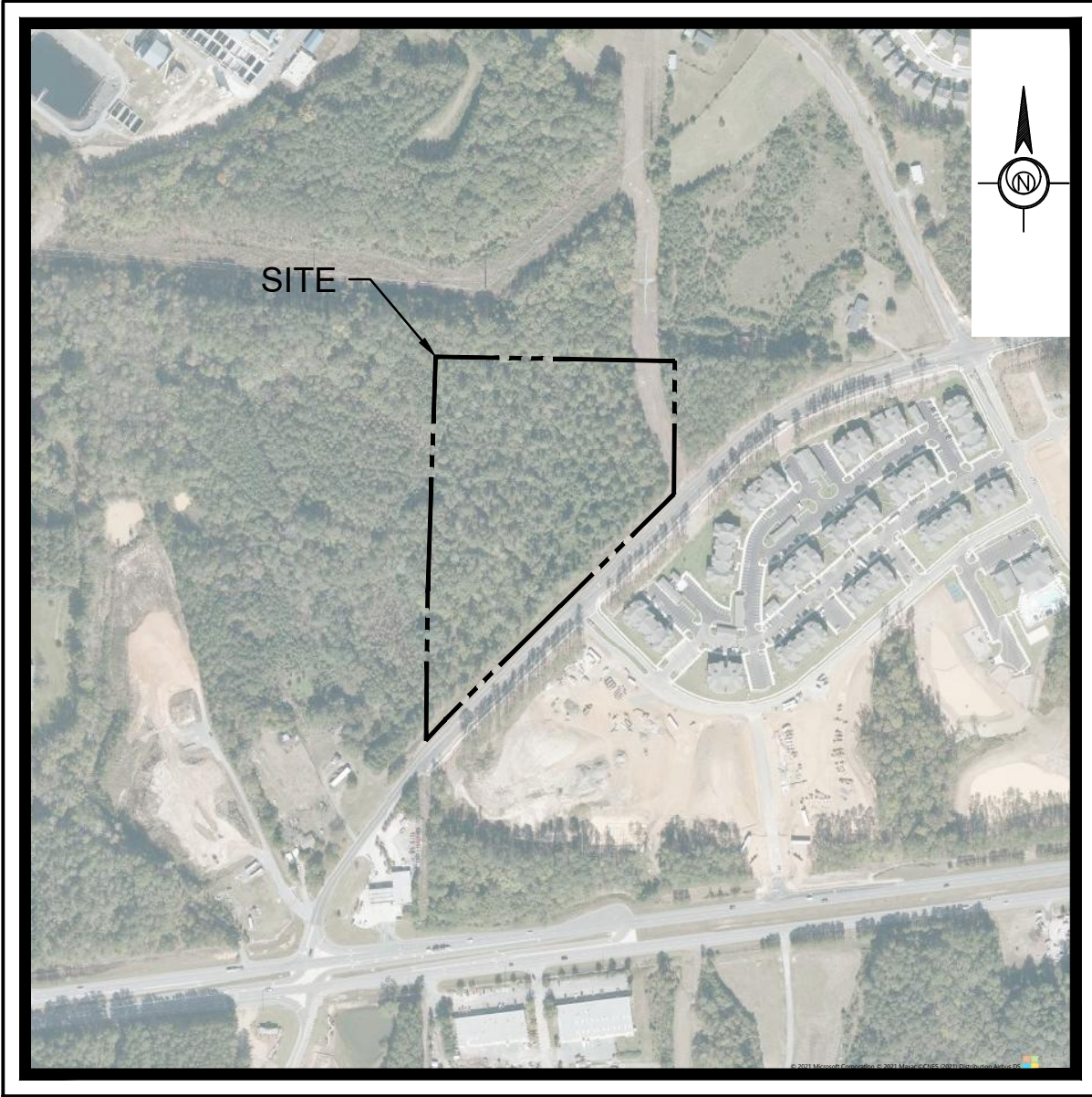
OWNER/DEVELOPER

FC APEX, LLC

7315 WISCONSIN AVE., SUITE 925W

BETHESDA, MD 20814

Sheet List Table	
Sheet Number	Sheet Title
CS0001	COVER SHEET
CS0201	EXISTING CONDITIONS
CS1001	PRELIMINARY SITE PLAN
CS1002	PHASING PLAN
CS1701	PRELIMINARY UTILITY PLAN
CS1702	PRELIMINARY STORMWATER MANAGEMENT PLAN



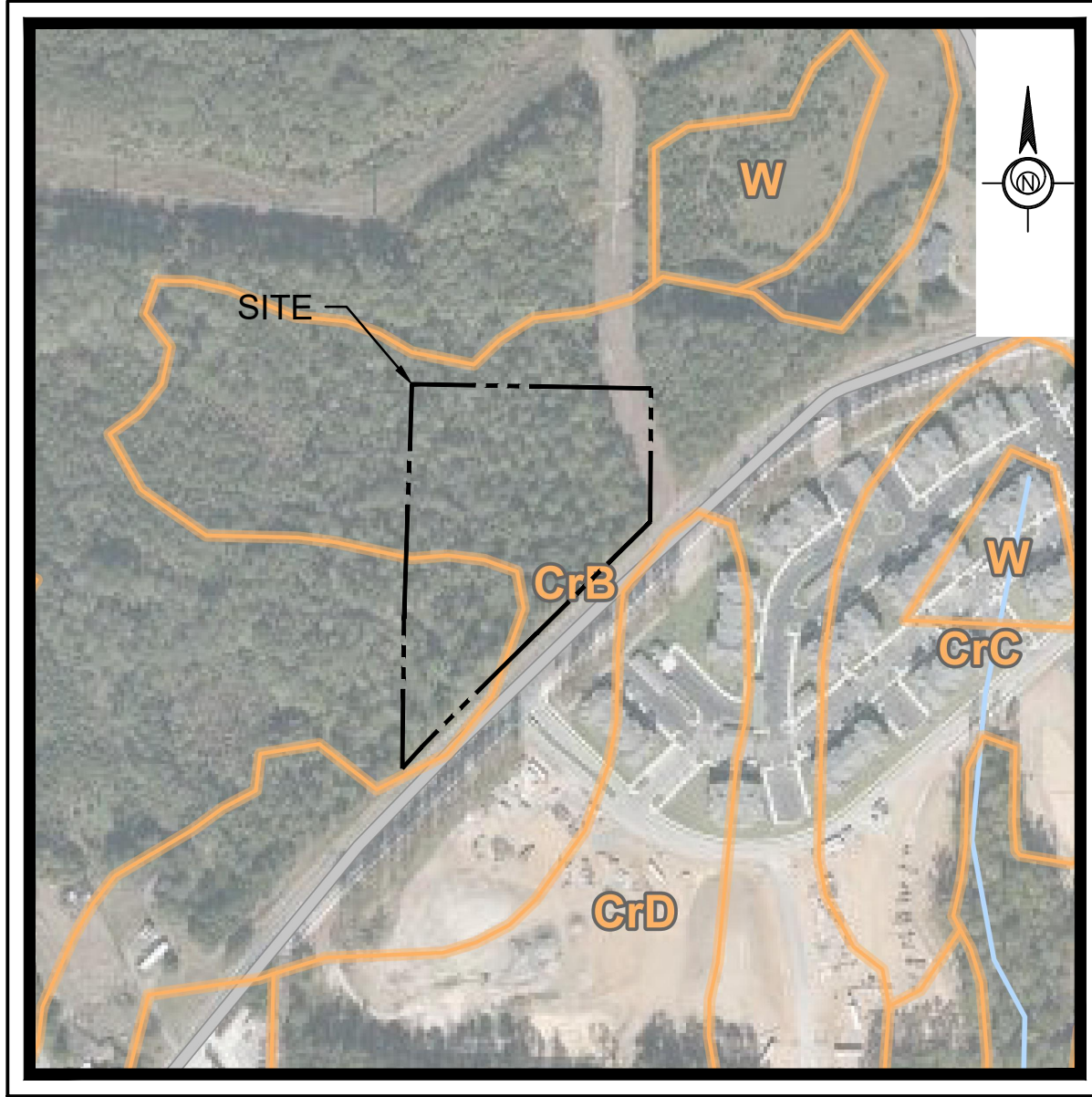
AERIAL MAP

1" = 500'



LOCATION MAP

1" = 2000'



SOILS MAP

1" = 500'

PREPARED BY:

ESE CONSULTANTS

ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL

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5400 Trinity Road • Suite 204
Raleigh, NC 27607
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License # C-2973

CONTACTS

DEVELOPER: FC APEX, LLC
7315 WISCONSIN AVE., SUITE 925W
BETHESDA, MD 20814
PHONE: (301) 654-8801
ATTN: KEVIN WOODLEY
kwoodley@buvermo.com

CIVIL ENGINEER: ESE OF NORTH CAROLINA, PC
5400 TRINITY ROAD, SUITE 204
RALEIGH, NC 27607
PHONE: (704) 497-0983
ATTN: SCOTT KRUSELL, PE
skrusell@eseconsultants.com



REV	DATE	DESCRIPTION
4	04/27/2022	REVS PER TOWN COMMENTS
3	04/19/2022	REVS PER TOWN COMMENTS
2	03/11/2022	REVS PER TOWN COMMENTS
1	02/11/2022	REVS PER TOWN COMMENTS

COVER SHEET	ARDEN AT SUMMIT PINES PLANNED UNIT DEVELOPMENT TOWN OF APEX, WAKE COUNTY, NORTH CAROLINA
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DATE: 1/3/2022	SCALE: N.T.S.
DESIGN: BM	DRAWN: KNB
JOB NO.: 21284	FILE NAME: BUVERMO
SHEET NO.: CS0001	

NOT FOR CONSTRUCTION

NOTES:

- EXISTING BOUNDARY AND TOPOGRAPHIC INFORMATION TAKEN FROM A TOPOGRAPHIC SURVEY PREPARED BY PENNONI ASSOCIATES INC. DATED 9/27/21.
- THE SUBJECT PROPERTY IS LOCATED WITHIN THE PRIMARY WATERSHED PROTECTION OVERLAY DISTRICT.
- THIS SITE IS NOT LOCATED IN THE 100-YEAR FLOODPLAIN PER FEMA FIRM PANEL 3720072200J EFFECTIVE 5/02/2006.
- BASED UPON A JURISDICTIONAL DETERMINATION REQUEST, FILED WITH USAGE ON 9/08/21 AND CONCURRENCE EMAIL ON 09/13/21 BY LYLE PHILLIPS OF USACE, STREAMS AND WETLANDS WERE NOT IDENTIFIED DURING THE DELINEATION (SAW-2021-01939).
- PROPEY DESCRIPTIONS SOUTH OF JENKS ROAD BASED ON WAKE COUNTY IMAPS DATA.

PAN-EDUCATIONAL SERVICES INC
8300 JENKS RD
PIN: 0722-57-1169
DB 16804 PG 670
PB 1986 PG 319

15' CAROLINA POWER & LIGHT
COMPANY EASEMENT
DB 5951 PG 181

CARY TOWN OF APEX
1400 WIMBERLY RD
PIN: 0722-48-4517
DB 4409 PG 746
PB 1987 PG 516

C/CHOCKI TERRY
5108 JENKS RD
PIN: 0722-67-3959
DB 17267 PG 1087
PB 16193 PG 229

TOWN OF APEX
8170 JENKS RD
PIN: 0722-67-1558
DB 17267 PG 1087
PB 2018 PG 1349

STRICKLAND, R MICHAEL
TRUSTEES OF FAMILY TRUST
(WILL OF C H YOUNG JR)
8200 JENKS RD
PIN: 0722-57-7336
DB 6000 PG 232
511,581 SF OR 11.744 ACRES

SSMH
RIM=347.64'
STRUCTURE SURCHARGED
INV(CL BOTTOM)=333.62'

40' UTILITY AND PIPELINE EASEMENT
TOWN OF CARY, THE TOWN OF APEX
AND THE TOWN OF MORRISVILLE
DB 14353 PG 1808
12,618 SF 0.290 ACRES

B9 MF VILLAGE WEST OWNER LLC
0 LOWELL RD
PIN: 0722670128
DB 01810 PG 0338

B9 MF VILLAGE WEST OWNER LLC
20000 FLETCHERSTONE WAY
PIN: 0722671038
DB 018110 PG 00338

B9 MF VILLAGE WEST OWNER LLC
11000 HAYBECK LN
PIN: 0722669875
DB 018110 PG 00338

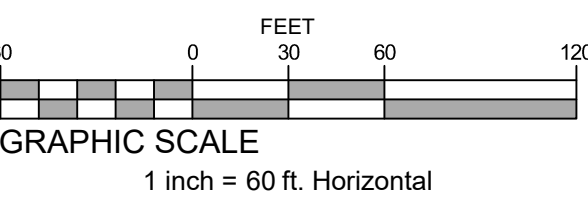
WESTFORD COMMERCIAL WEH LP
0 LOWELL RD
PIN: 0722668639
DB 017191 PG 02239

WESTFORD COMMERCIAL WEH LP
3300 US 64 HWY W
PIN: 0722668032
DB 017191 PG 02239

EASEMENT LINE TABLE		
LINE #	BEARING	DISTANCE
L4	S 01°30'49" W	66.02'
L5	S 20°40'05" E	189.73'
L6	S 00°21'57" W	111.45'
L7	N 20°40'05" W	301.59'
L8	N 01°30'49" E	73.57'
L9	S 88°54'08" E	40.00'
L10	S 01°57'10" W	668.70'
L11	S 00°37'29" W	415.60'

PARCEL LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S 44°34'19" W	105.01'
L2	S 44°33'52" W	63.09'
L3	S 42°51'20" W	60.24'

- LEGEND
- PROPERTY LINE
 - ADJOINER PROPERTY LINE
 - RIGHT-OF-WAY LINE
 - WIRE FENCE
 - EDGE OF PAVEMENT
 - WOOD LINE
 - CONTOUR LINE MINOR
 - CONTOUR LINE MAJOR
 - SANITARY SEWER MANHOLE
 - SANITARY SEWER VENT
 - UTILITY POLE
 - BORING HOLE
 - IPF IRON PIPE FOUND
 - IBF IRON BAR FOUND
 - IRS IRON ROD SET



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License # C-2973

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3	04/19/2022	REVIS PER TOWN COMMENTS
2	03/11/2022	REVIS PER TOWN COMMENTS
1	02/11/2022	REVIS PER TOWN COMMENTS

EXISTING CONDITIONS

ARDEN AT SUMMIT PINES
PLANNED UNIT DEVELOPMENT
TOWN OF APEX, WAKE COUNTY, NORTH CAROLINA

DATE: 1/3/2022	SCALE: 1" = 60'
DESIGN: BM	DRAWN: KNB
JOB NO.: 21284	FILE NAME: BUVERMO
SHEET NO.: CS0201	

NOT FOR CONSTRUCTION



NOTES:

1. REFER TO THE PUD DOCUMENT (SECTION PERMITTED USES) FOR A COMPLETE LIST OF ALLOWABLE USES FOR EACH TRACT OR DEVELOPMENT AREA..
2. PROTECTION FENCING MUST BE PLACED AWAY FROM ANY SAVED TREE ONE FOOT FOR EACH INCH OF TREE CALIPER. PROTECTION FENCING MUST BE PLACED AT LEAST 10 FEET AWAY FROM ANY OTHER DESIGNATED RESOURCE CONSERVATION AREA, SUCH AS BUT NOT LIMITED TO HISTORIC BUILDINGS AND STRUCTURES, WETLANDS, AND PONDS. PROTECTION FENCING MUST BE PLACED ALONG THE OUTSIDE LINE OF THE 100-YEAR FLOODPLAIN, AND THE OUTSIDE EDGE OF ANY RIPARIAN BUFFER. ADDITIONAL PROTECTION FENCING MAY BE REQUIRED IN OTHER LOCATIONS CLOSE TO CONSTRUCTION ACTIVITY WHERE IT IS DEEMED NECESSARY BY THE ZONING ENFORCEMENT OFFICE. SUCH AREAS MAY INCLUDE BUT ARE NOT LIMITED TO COMMON PROPERTY LINES OR NEAR PUBLIC AREAS (SIDEWALKS ETC.) SITE ELEMENTS REQUIRED TO SATISFY RECREATIONAL REQUIREMENTS SUCH AS BUT NOT LIMITED TO PLAY FIELDS AND GREENWAY TRAILS AND ITEMS TYPICALLY ASSOCIATED WITH THEM (BENCHES, TRASH CONTAINERS, SIGNS ETC.) MUST MEET ANY APPLICABLE STANDARDS FOUND IN THE TOWN OF APEX STANDARD SPECIFICATIONS AND CONSTRUCTION DETAILS AND THE REQUIREMENTS OF THE TOWN OF APEX PARKS AND RECREATION DEPARTMENT. ALL REQUIRED SITE ELEMENTS SHOWN WITHIN A PARTICULAR PHASE MUST BE INSTALLED BEFORE A FINAL CERTIFICATE OF OCCUPANCY MAY BE ISSUED FOR ANY BUILDINGS WITHIN THAT PHASE.
3. NO SIGNS ARE APPROVED AS PART OF PUD-CZ PLAN APPROVAL. A SEPARATE SIGN PERMIT MUST BE OBTAINED. MULTIPLE USE LOTS, NON-RESIDENTIAL SUBDIVISIONS, AND MULTIPLE TENANT LOTS MUST SUBMIT A MASTER SIGN PLAN FOR APPROVAL.
4. THE FINAL WIDTH OF THE BUFFERS SHALL MEET THE TOWN OF APEX DEVELOPMENT STANDARDS (SEC. 8.2.6 OF THE UDO).
5. PROVIDE 5' MINIMUM PEDESTRIAN CONNECTION BETWEEN THE INTERNAL PUD PEDESTRIAN NETWORK.
6. SHOWN JENKS ROADWAY IMPROVEMENTS ARE PRELIMINARY. FINAL IMPROVEMENTS TO BE REVIEWED AND APPROVED BY NCDOT AND TOWN OF APEX.
7. PLAN SHEETS ARE INTENDED FOR ILLUSTRATIVE USE ONLY.

LEGEND

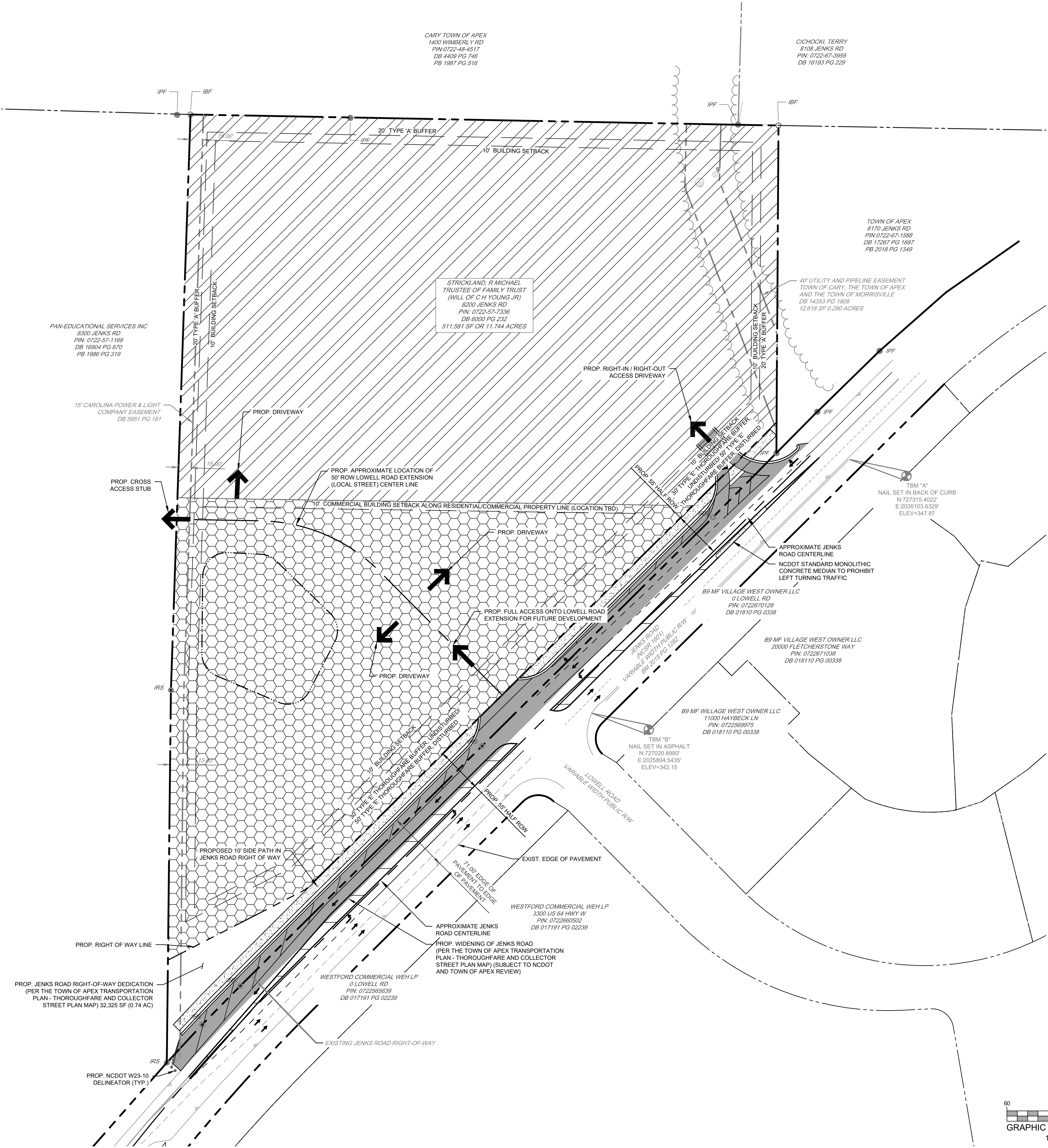
DELINATES APPROXIMATE RESIDENTIAL AREA

DELINATES APPROXIMATE COMMERCIAL AREA

DELINATES PROP. FULL DEPTH ASPHALT

PROP. SITE ACCESS

DELINATES APPROX. LIMITS OF STORMWATER MANAGEMENT POND



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REV	DATE	DESCRIPTION
4	04/27/2022	REVIS PER TOWN COMMENTS
3	04/19/2022	REVIS PER TOWN COMMENTS
2	03/11/2022	REVIS PER TOWN COMMENTS
1	02/11/2022	REVIS PER TOWN COMMENTS

PRELIMINARY SITE PLAN

ARDEN AT SUMMIT PINES
PLANNED UNIT DEVELOPMENT
TOWN OF APEX, WAKE COUNTY, NORTH CAROLINA

DATE: 1/3/2022	SCALE: 1" = 60'
DESIGN: BM	DRAWN: KNB
JOB NO.: 21264	FILE NAME: BUVERMO
SHEET NO.: CS1001	

NOT FOR CONSTRUCTION



Know what's below.
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PHASING NOTES:

OFF-SITE ROADWAY IMPROVEMENTS:

1. A TRAFFIC IMPACT ANALYSIS (TIA) FOR THE ENTIRE DEVELOPMENT IS UNDER REVIEW BY THE TOWN OF APEX AND THE NCDOT. RECOMMENDATIONS FOR ACCESS AND ROADWAY IMPROVEMENTS REQUIRED TO SUPPORT THE ENTIRETY OF THE PROPOSED DEVELOPMENT PROGRAM ARE INCLUDED IN THE TIA.
2. AGREED UPON ACCESS AND ROADWAY IMPROVEMENTS NECESSARY TO SUPPORT EACH DEVELOPMENT TRACT, MUST BE IN PLACE PRIOR TO THE INITIAL CERTIFICATE OF OCCUPANCY (CO) FOR EACH RESPECTIVE PHASE OR TRACT ASSOCIATED WITH THOSE IMPROVEMENTS UNLESS AN ALTERNATE TRIP THRESHOLD ANALYSIS IS PROVIDED. ALL PHASING IMPROVEMENTS ARE SUBJECT TO FINAL APPROVAL FROM NCDOT.

PHASING OF UTILITY INFRASTRUCTURE IMPROVEMENTS:

1. SANITARY SEWER SERVICE WILL BE STUBBED FROM THE OFF-SITE INTERCEPTOR AND WILL BE DISTRIBUTED THROUGHOUT THE DEVELOPMENT BASED ON THE FINAL UTILITY PLAN.
2. WATER SERVICE WILL BE INSTALLED ALONG LOWELL ROAD EXTENSION AT SUCH TIME THAT WATER FLOWS REQUIRE THE SUBJECT INFRASTRUCTURE.

PHASING OF RESOURCE CONSERVATION AREAS (RCA): RCA AREAS ASSOCIATED WITH THE DEVELOPMENT PARCELS WILL BE DEFINED AND PLATTED AS REQUIRED IN SECTION 8.1 OF THE UDO AND AS PROVIDED FOR WITHIN THE PUD.

1. REQUIRED LANDSCAPING, BUFFERING, AND SCREENING ASSOCIATED WITH THE OVERALL PUD WILL BE PROVIDED IN CONJUNCTION WITH THE SUBDIVISION OF EACH INDIVIDUAL DEVELOPMENT TRACT SUCH THAT CUMULATIVELY, THE TOTAL AMOUNT OF RCA FOR THE PUD WILL EQUAL TO OR GREATER THAN 25% AT BUILD-OUT.
2. RCA AREAS ASSOCIATED WITH THE PERIMETER PROPERTY BOUNDARIES OF THE PROJECT WILL BE ESTABLISHED, AND PLATTED WITH THE FIRST SUBDIVISION OR SITE PLAN APPLICATIONS.
3. RCA FOR DEDICATED OPEN SPACE SHALL BE DELINEATED AND PLATTED IN CONJUNCTION WITH THE FIRST SUBDIVISION OR SITE PLAN APPLICATION.


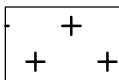

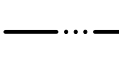
PHASING OF STREETSCAPE IMPROVEMENTS: LANDSCAPING AND SIDEWALKS ASSOCIATED WITH REQUIRED STREETSCAPE IMPROVEMENTS SHALL BE INSTALLED ALONG, AND LIMITED TO, THE FRONTAGE OF EACH DEVELOPMENT TRACT ADJACENT TO JENKS ROAD IN CONJUNCTION WITH EACH RESPECTIVE SUBDIVISION OR SITE PLAN APPLICATION.

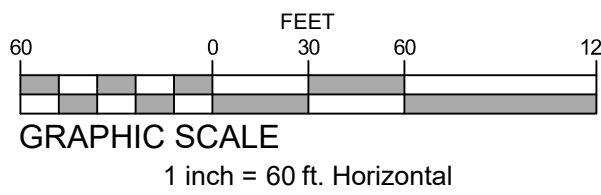
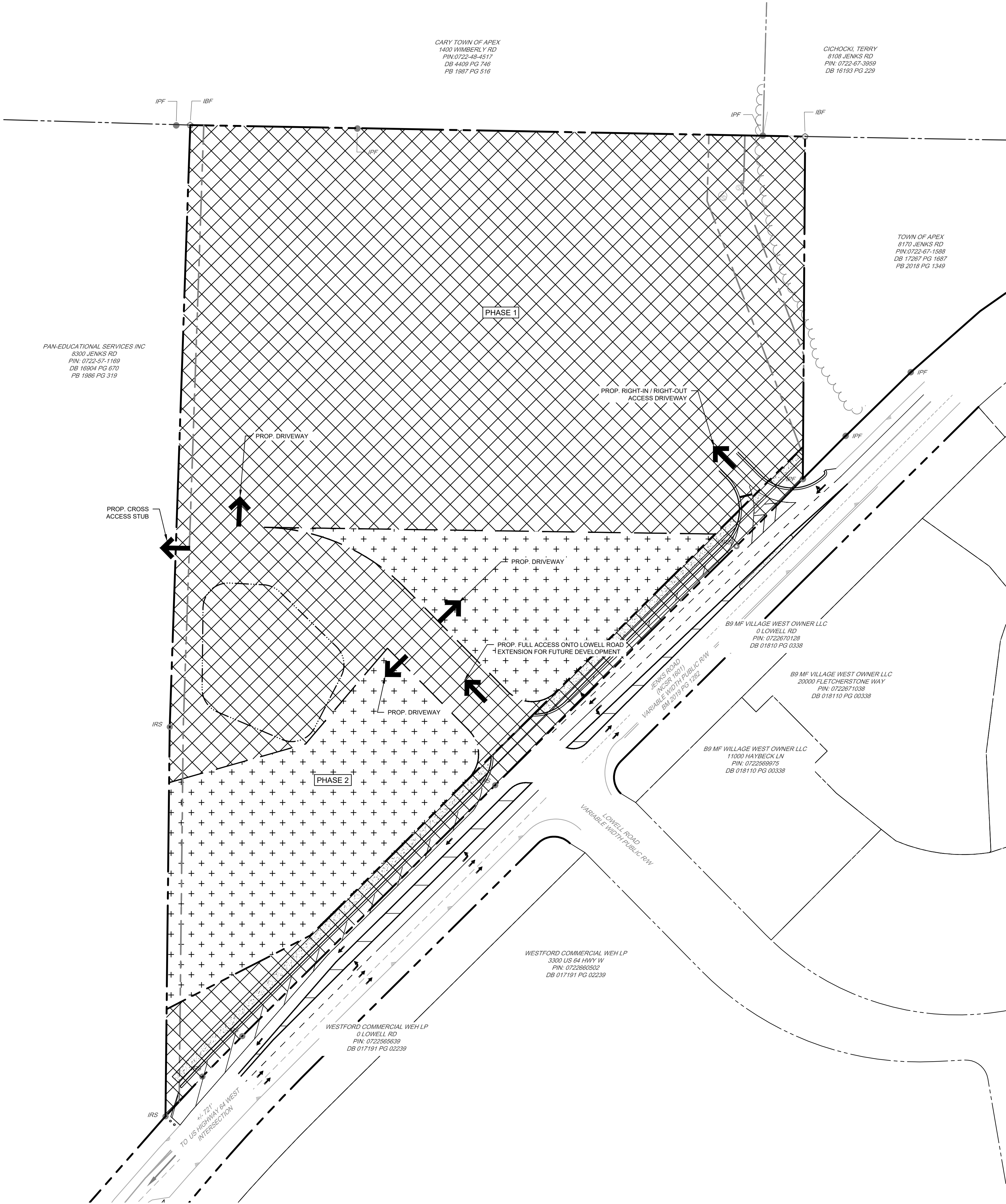
PHASING OF BUFFER PLANTINGS: BUFFER PLANTINGS, WHERE REQUIRED, SHALL BE PLANTED IN CONJUNCTION WITH, AND LIMITED TO THE DEVELOPMENT TRACT FRONTAGE, FOR EACH APPROVED SUBDIVISION OR SITE PLAN APPLICATION.

PHASING OF ROADWAY IMPROVEMENTS: A TRAFFIC IMPACT ANALYSIS (TIA) FOR THE ENTIRE DEVELOPMENT IS IN REVIEW BY THE TOWN OF APEX AND THE NCDOT. RECOMMENDATIONS FOR ACCESS AND ROADWAY IMPROVEMENTS REQUIRED TO SUPPORT THE ENTIRETY OF THE PROPOSED DEVELOPMENT PROGRAMS ARE INCLUDED IN THE TIA.

VARIOUS PORTIONS OF THE COMMITTED IMPROVEMENTS MAY BE REQUIRED TO ADEQUATELY SERVE NEW DEVELOPMENT AS IT COMES ON LINE AND PRIOR TO TOTAL PROJECT BUILD-OUT. EACH SITE PLAN APPLICATION WITHIN THE PUD SHALL BE REQUIRED TO SUBMIT A TRANSPORTATION MEMO, WITH REFERENCE TO THE APPROVED TIA, FOR REVIEW BY THE TOWN OF APEX, AND DETERMINATION AS TO THE APPROPRIATE ROADWAY IMPROVEMENTS NEEDED TO SERVE THE USE AND INTENSITY OF DEVELOPMENT PROPOSED AT THAT TIME, AS WELL AS DEVELOPMENT ALREADY IN PLACE WITHIN THE PUD, FOR EACH SUBSEQUENT SITE PLAN APPLICATION UNTIL FULL IMPLEMENTATION OF REQUIRED IMPROVEMENTS. AGREED UPON IMPROVEMENTS MUST BE IN PLACE PRIOR TO INITIAL CERTIFICATE OF OCCUPANCY FOR EACH RESPECTIVE PHASE OR TRACT ASSOCIATED WITH THOSE IMPROVEMENTS UNLESS AN ALTERNATE TRIP ANALYSIS IS PROVIDED. ALL PHASING IMPROVEMENTS ARE SUBJECT TO FINAL APPROVAL FROM NCDOT.

LEGEND

-  DELINEATES PHASE 1
-  DELINEATES PHASE 2
-  PROP. SITE ACCESS
-  DELINEATES APPROX. LIMITS OF STORMWATER MANAGEMENT POND



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License # C-2973

REV	DATE	DESCRIPTION
4	04/27/2022	REVIS PER TOWN COMMENTS
3	04/19/2022	REVIS PER TOWN COMMENTS
2	03/11/2022	REVIS PER TOWN COMMENTS
1	02/11/2022	REVIS PER TOWN COMMENTS

PHASING PLAN

ARDEN AT SUMMIT PINES
PLANNED UNIT DEVELOPMENT
TOWN OF APEX, WAKE COUNTY, NORTH CAROLINA

DATE: 1/3/2022	SCALE: 1" = 60'
DESIGN: BM	DRAWN: KNB
JOB NO.: 21284	FILE NAME: BUVERMO
SHEET NO.: CS1002	

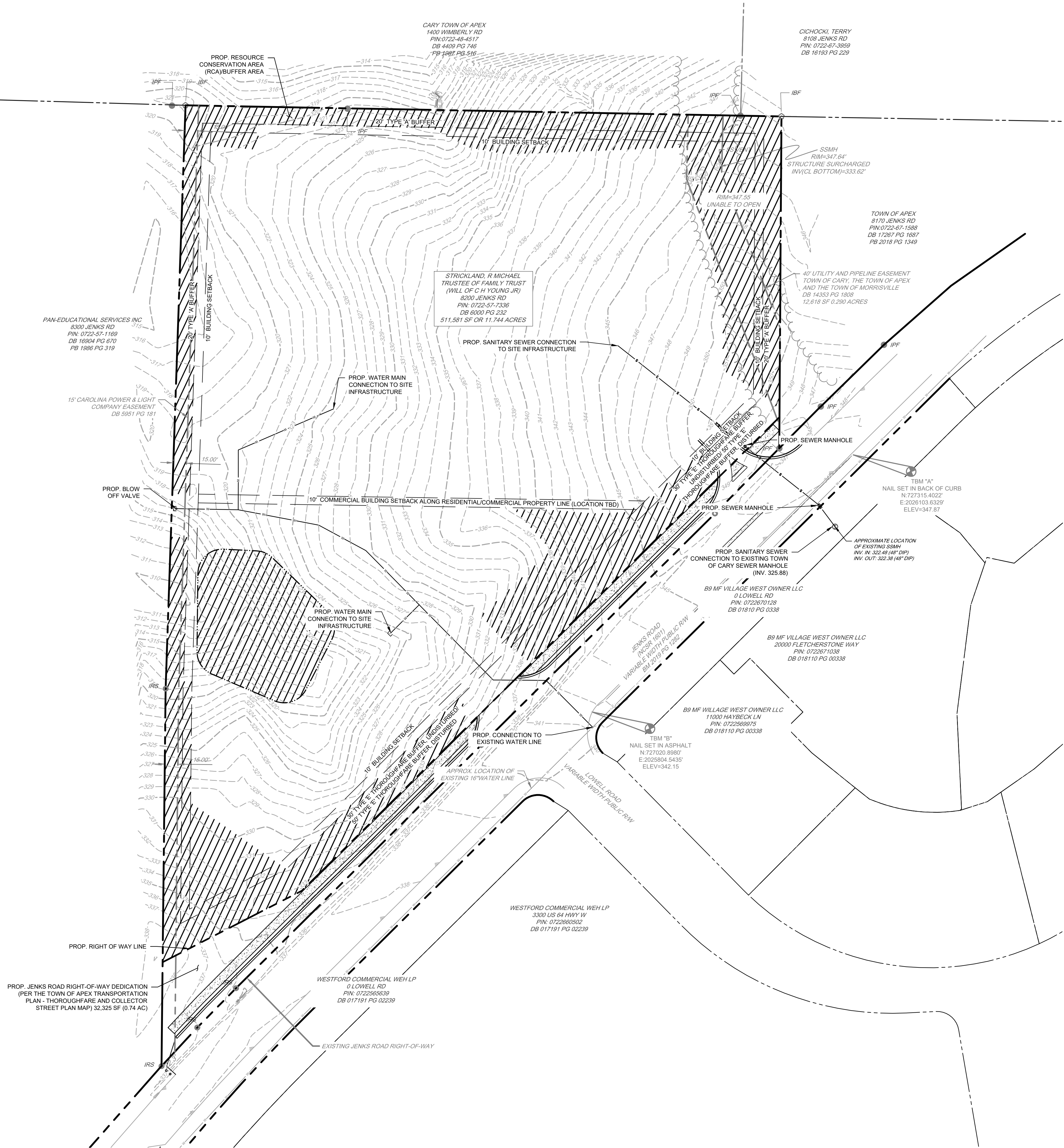
NOT FOR CONSTRUCTION



Know what's below.
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UTILITY NOTES:

1. WATER AND SEWER UTILITY MAINS WILL BE OWNED BY THE TOWN OF APEX.
2. UTILITY LAYOUT FOR WATER AND SEWER IS CONCEPTUAL. FINAL DESIGN WILL BE DETERMINED IN CONJUNCTION WITH THE OVERALL DEVELOPMENT PLAN AND DESIGNED PER THE TOWN OF APEX STANDARDS AND SPECIFICATIONS.
3. WATER SERVICE WILL BE STUBBED AT THE PROPERTY LINE FROM LOWELL ROAD EXTENSION.
4. SANITARY SEWER SERVICE WILL BE STUBBED FROM THE ON-SITE INTERCEPTOR AND WILL BE DISTRIBUTED THROUGHOUT THE DEVELOPMENT BASED ON THE FINAL UTILITY PLAN.
5. CONTACT RODNEY SMITH, TOWN OF APEX ELECTRIC UTILITIES DIVISION, AT 362-8166 FOR ELECTRIC SERVICE (TEMPORARY AND PERMANENT).
6. ALL UTILITY EASEMENTS SHALL BE PROVIDED AS NECESSARY. DELINEATIONS WILL BE DETERMINED WITH FINAL DESIGN AT SITE PLAN STAGE.
7. EXISTING BOUNDARY AND TOPOGRAPHIC INFORMATION WAS TAKEN FROM A TOPOGRAPHIC SURVEY PREPARED BY PENNONI ASSOCIATES INC. DATED 9/27/21.



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REV	DATE	DESCRIPTION
4	04/27/2022	REVIS PER TOWN COMMENTS
3	04/19/2022	REVIS PER TOWN COMMENTS
2	03/11/2022	REVIS PER TOWN COMMENTS
1	02/11/2022	REVIS PER TOWN COMMENTS

PRELIMINARY UTILITY PLAN
ARDEN AT SUMMIT PINES
PLANNED UNIT DEVELOPMENT
8200 JENKS ROAD

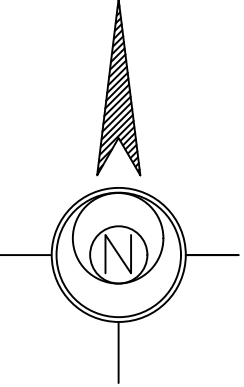
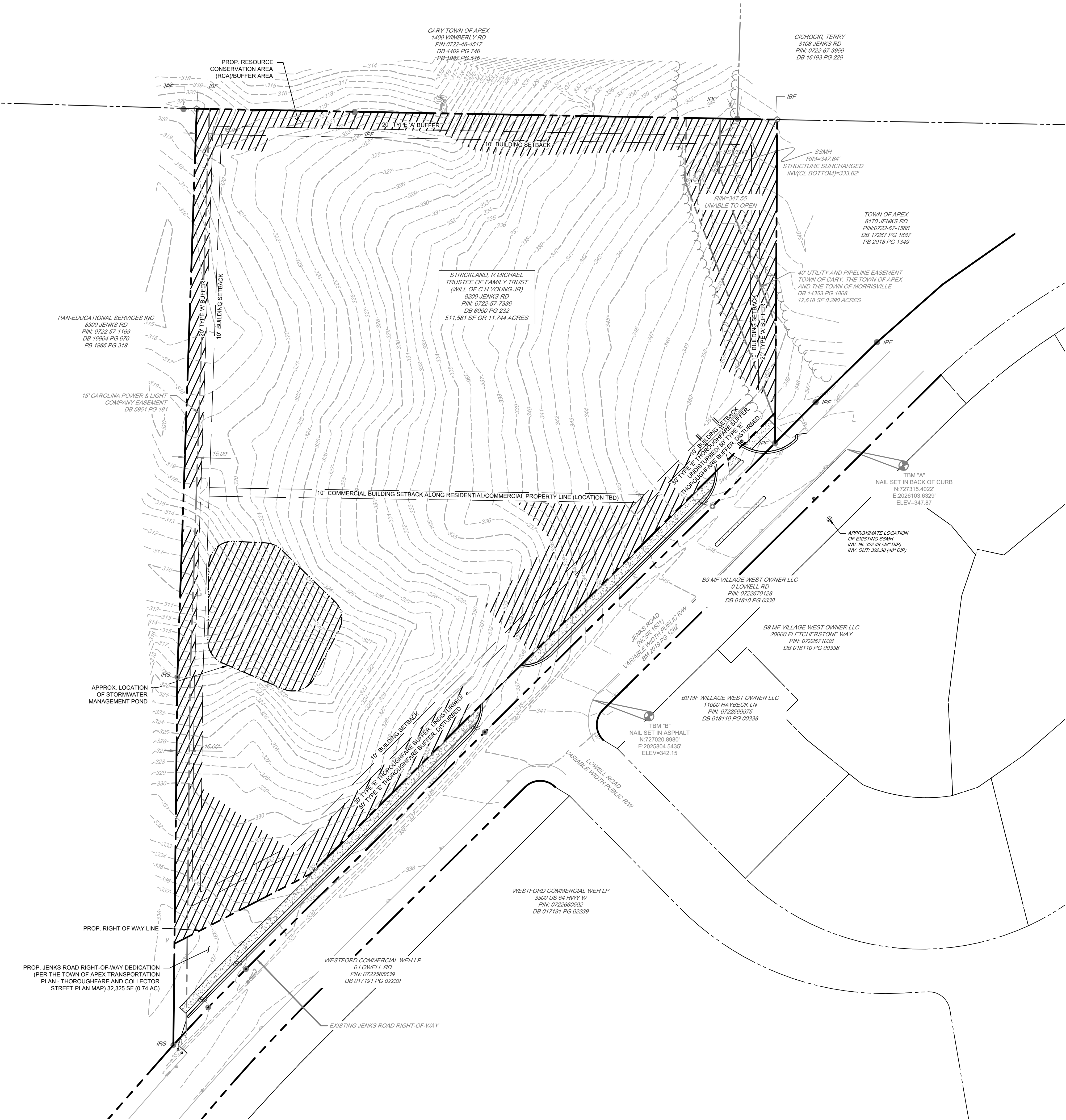
DATE: 1/3/2022	SCALE: 1" = 60'
DESIGN: BM	DRAWN: KNB
JOB NO.: 21284	FILE NAME: BUVERMO
SHEET NO.: CS1701	

NOT FOR CONSTRUCTION



STORMWATER NOTES:

1. STORMWATER MANAGEMENT MEASURES FOR QUALITY AND QUANTITY TREATMENT WILL BE PROVIDED FOR WITH EITHER INDIVIDUAL DEVELOPMENT TRACTS OR REGIONAL FACILITIES FOR THE OVERALL DEVELOPMENT AND SHALL MEET APPLICABLE STORMWATER QUALITY AND QUANTITY TREATMENT IN ACCORDANCE WITH SECTION 6.1 OF THE UDO.
2. POST-DEVELOPMENT RUNOFF FLOW LEAVING NEWLY DEVELOPED SITES SHALL NOT EXCEED PRE-DEVELOPMENT PEAK RUNOFF CONDITIONS FOR THE 1-YEAR AND 10-YEAR 24-HOUR STORM EVENT PEAK FLOWS IN ACCORDANCE WITH THE APEX UDO.
3. EXISTING BOUNDARY AND TOPOGRAPHIC INFORMATION WAS TAKEN FROM A TOPOGRAPHIC SURVEY PREPARED BY PENNONI ASSOCIATES INC. DATED 9/27/21.
4. THIS SITE IS NOT LOCATED IN THE 100-YEAR FLOODPLAIN PER FEMA FIRM PANEL 3720072200J EFFECTIVE 05/02/2006.
5. BASED UPON A JURISDICTIONAL DETERMINATION REQUEST, FILED WITH USACE ON 9/08/21 AND CONCURRENCE EMAIL ON 09/13/21 BY LYLE PHILLIPS OF USACE, STREAMS AND WETLANDS WERE NOT IDENTIFIED DURING THE DELINEATION (SAW-2021-01939).

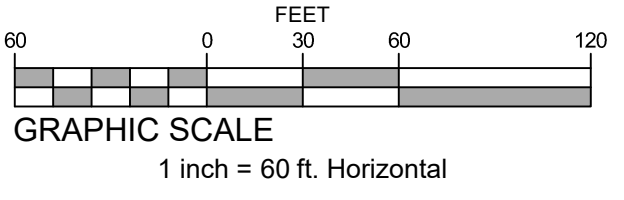


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REV	DATE	DESCRIPTION	SAK
4	04/27/2022	REVIS PER TOWN COMMENTS	SAK
3	04/19/2022	REVIS PER TOWN COMMENTS	SAK
2	03/11/2022	REVIS PER TOWN COMMENTS	SAK
1	02/11/2022	REVIS PER TOWN COMMENTS	SAK

PRELIMINARY STORMWATER MANAGEMENT PLAN
ARDEN AT SUMMIT PINES
PLANNED UNIT DEVELOPMENT
8200 JENKS ROAD

DATE: 1/3/2022	SCALE: 1" = 60'
DESIGN: BM	DRAWN: KNB
JOB NO.: 21284	FILE NAME: BUVERMO
SHEET NO.: CS1702	



| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 14, 2022

Item Details

Presenter(s): Jeffrey Maynard, Assistant Fire Chief

Department(s): Fire

Requested Motion

Motion to award badge and personal protective equipment to Chief Keith McGee who will retire from Apex Fire Department as of June 30, 2022

Approval Recommended?

Yes

Item Details

North Carolina General Statute 106A-294.1 allows a fire department established by a municipality to award a retiring firefighter the fire helmet of the retiring firefighter. In recognition of his nearly 31 years of service with two municipal fire departments, with 7 of those years as the Chief of Apex Fire Department, Assistant Chief Maynard requests that one Fire Chief badge and the personal protective equipment (described below) be declared surplus. The personal protective equipment is custom fit and bears the rank of Fire Chief and has his name affixed to the gear. The price of the declared personal protective equipment be set at \$1.00 and that the badge and personal protective equipment be awarded to Chief McGee.

- Innotex Firefighting Coat and Pants Serial numbers PPE-C-121 and PPE-P-121
- Cairns White 1044 Helmet Serial Number PPE-H-061

Attachments



| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 14, 2022

Item Details

Presenter(s): Allen Coleman, Town Clerk

Department(s): Town Clerk's Office

Requested Motion

Motion to approve the Apex Tax Report dated May 1, 2022.

Approval Recommended?

Yes

Item Details

At the regular meeting held on June 6, 2022, the Wake County Board of Commissioners approved the Apex Tax Report dated May 1, 2022.

Attachments

- Tax Report





Board of Commissioners
P.O. Box 550 • Raleigh, NC 27602

TEL 919 856 6180
FAX 919 856 5699

SIG HUTCHINSON, CHAIR
SHINICA THOMAS, VICE-CHAIR
VICKIE ADAMSON
MATT CALABRIA
MARIA CERVANIA
SUSAN EVANS
JAMES WEST

June 7, 2022

Mr. Allen Coleman
Town Clerk
Town of Apex
Post Office Box 250
Apex, North Carolina 27502

Dear Mr. Coleman:

The Wake County Board of Commissioners, in regular session on June 6, 2022, approved and accepted the enclosed tax report for the Town of Apex.

The attached adopted actions are submitted for your review; no local board action is required.

Sincerely,

A handwritten signature in dark ink, appearing to read "Yvonne Gilyard", written over a horizontal line.

Yvonne Gilyard
Deputy Clerk to the Board
Wake County Board of Commissioners

Enclosure(s)

Board Report

Date : 06/06/2022

TO : WAKE COUNTY BOARD OF COMMISSIONERS

RE: CONSIDERATION OF REFUND FOR TAXES, INTEREST AND PENALTIES FOR APEX

Approved By : Kim Dabacher

Return

No.	Name of Tax Payer	Account Number	Tax and Penalties	Total Rebate	Total Refund	Request Status
1	MESSINGER, DAVID E 1430 BIG LEAF LOOP APEX NC, 27502 - 4086	0000233763- 2020- 2020- 0000000	City 97.21 County 153.49	250.70	250.70	Refund
2	MESSINGER, DAVID E 1430 BIG LEAF LOOP APEX NC, 27502 - 4086	0000233763- 2021- 2021- 0000000	City 99.77 County 153.49	253.26	253.26	Refund
Marcus D. Kinrade						
Wake County Tax Administrator						
			Total City Rebated	196.98		
			Total County Rebated	306.98		
			Total Rebate/Refund	503.96	503.96	

CC:

*Refund amount may differ from rebated total due to released interest or application of payment to any balance due on the account.

Print

Lock



Wake County Tax Administration

Rebate Details

04/01/2022 - 04/30/2022

DATE

05/01/2022

TIME

6:00:26 PM

PAGE

1

APEX

REBATE NUMBER	PROPERTY TAG	CITY TAG	LATE LIST	BILLED INTEREST	TOTAL REBATED	PROCESS DATE	ACCOUNT NUMBER	TAX YEAR	BILLING YEAR	OWNER
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BUSINESS ACCOUNTS

812875	0.00	0.00	8.90	0.00	8.90	04/08/2022	0006483758	2021	2021	WM COMPACTOR SOLUTIONS INC
812886	0.00	0.00	31.45	0.00	31.45	04/08/2022	0006940860	2021	2021	ABC PHONES OF NORTH CAROLINA

SUBTOTALS FOR	0.00	0.00	40.35	0.00	40.35	2	Properties Rebated
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BUSINESS
ACCOUNTS

INDIVIDUAL PROPERTY ACCOUNTS

813605	276.42	30.00	0.00	0.00	306.42	04/19/2022	0006963649	2022	2021	000000	SBS MANAGEMENT COMPANY INC
814590	13.17	30.00	1.32	0.00	44.49	04/29/2022	0006877240	2021	2021	000000	ACP STATEMENT
812744	3.87	0.00	0.39	0.00	4.26	04/07/2022	0006814416	2019	2019	000000	GALLAGHER, RYAN MICHAEL
813595	18.18	30.00	0.00	0.00	48.18	04/19/2022	0006962918	2022	2021	000000	JOSLIN, JOSHUA TERRANCE
812745	3.19	0.00	0.32	0.00	3.51	04/07/2022	0006814416	2020	2020	000000	GALLAGHER, RYAN MICHAEL
812508	94.44	30.00	0.00	0.00	124.44	04/05/2022	0006960972	2022	2021	000000	AUSING, MEGHAN RENAE
812743	4.30	0.00	0.43	0.00	4.73	04/07/2022	0006814416	2018	2018	000000	GALLAGHER, RYAN MICHAEL
812746	2.94	0.00	0.29	0.00	3.23	04/07/2022	0006814416	2021	2021	000000	GALLAGHER, RYAN MICHAEL

SUBTOTALS FOR	416.51	120.00	2.75	0.00	539.26	8	Properties Rebated
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INDIVIDUAL
PROPERTY
ACCOUNTS

INDIVIDUAL REAL ESTATE ACCOUNTS



Wake County Tax Administration

Rebate Details
04/01/2022 - 04/30/2022
APEX

DATE 05/01/2022
TIME 6:00:33 PM
PAGE 2

REBATE NUMBER	PROPERTY	CITY TAG	LATE LIST	BILLED INTEREST	TOTAL REBATED	PROCESS DATE	ACCOUNT NUMBER	TAX YEAR	YEAR FOR	BILLING TYPE	OWNER
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**INDIVIDUAL REAL
ESTATE ACCOUNTS**

813013	99.77	0.00	0.00	0.00	99.77	04/11/2022	0000233763	2021	2021	000000	MESSINGER, DAVID E
813012	97.21	0.00	0.00	0.00	97.21	04/11/2022	0000233763	2020	2020	000000	MESSINGER, DAVID E

SUBTOTALS FOR INDIVIDUAL REAL ESTATE ACCOUNTS 196.98 0.00 0.00 0.00 196.98 2 Properties Rebated

**WILDLIFE BOAT
ACCOUNTS**

813586	9.27	0.00	0.93	0.00	10.20	04/19/2022	0004200298	2021	2021	000000	EDMONDSON, LORLA
--------	------	------	------	------	-------	------------	------------	------	------	--------	------------------

SUBTOTALS FOR WILDLIFE BOAT ACCOUNTS 9.27 0.00 0.93 0.00 10.20 1 Properties Rebated

TOTAL REBATED FOR APEX	622.76	120.00	44.03	0.00	786.79			13		Properties Rebated for City	
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| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 14, 2022

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, the ADA Paratransit Services Agreement with Wake County.

Approval Recommended?

Yes.

Item Details

This agreement between Town of Apex and Wake County, establishes the terms and responsibilities for the operation of the GoApex Route 1 complementary paratransit services. The Town of Apex's adopted FY22 budget and proposed FY23 budget include funding for operating these services. The Town of Apex was awarded matching funding through the Community Funding Area Program to reimburse 50 percent of the operating costs for these services. This funding was included in the adopted FY 22 Wake Transit Plan and is included in the proposed FY23 Wake Transit Plan.

Attachments

- ADA Paratransit Services Agreement



ADA PARATRANSIT SERVICES AGREEMENT

This Agreement ("Agreement") is made by and between **Wake County** (hereinafter "County"), a political subdivision of the State of North Carolina, and the **Town of Apex** (hereinafter "Town"), a political subdivision of the State of North Carolina. The foregoing may be individually referred to herein as "Party" and collectively referred to as "Parties."

RECITALS

WHEREAS, the Town will be providing a transit service operation throughout the Town of Apex hereinafter referred to as "GoApex"; and

WHEREAS, federal requirements mandate that as part of providing such a transit service, paratransit services must also be made available; and

WHEREAS, the County provides a transit service called "GoWake Access" which provides said paratransit services and is willing to extend this service to the Town pursuant to the terms of this Agreement; and

WHEREAS, the Town is interested in utilizing the services of the County to provide complementary paratransit service (hereinafter the "Service") for the fixed route public bus service "GoApex."

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1. Services to be Provided.

The County agrees to serve as the general Americans with Disabilities Act ("ADA") paratransit operator for the Town and shall assume full responsibility and liability associated with ADA compliance as to such service. Paratransit services shall be provided in accordance with the GoApex Paratransit Policy (hereinafter "Policy") which is attached and incorporated herein ("Attachment A"). Paratransit services provided pursuant to this Agreement will include door-to-door demand-responsive paratransit services to ADA-eligible clients. The County will operate a van/bus on demand to obtain maximum operational efficiencies and effectiveness. The County may contract with one or more service providers to provide the services contemplated by this Agreement. The County shall have the following responsibilities pursuant to this Agreement:

- a) Operate the Service in accordance with the service area, schedule, and fleet specifications described in Attachment A.
- b) Coordinate and carry out eligibility screening and determine service provisions as described in Attachment A.
- c) Manage and take trip reservations in accordance with the procedures described in Attachment A.
- d) Manage passenger no-shows and late cancellations in accordance with the policies described in Attachment A.
- e) Monitor and report Service performance in accordance with Appendix C of Attachment A.

- f) Respond to inquiries from Town of Apex staff within 10 business days.
- g) Operate the Service in accordance with all governing agency regulations. The County shall be held to the same standard and shall exercise the same degree of care, skill, and judgment in the performance of services as is ordinarily provided by a similar professional under the same or similar circumstances at the time in North Carolina. The County is responsible for the maintenance, cleaning, and safe operation of all vehicles used in providing the Service as well as any claims, demands, suits or losses, including all costs connected therewith, for any damages which may be asserted, claimed or recovered for personal injury, including bodily injury or death and/or property damage, including loss of use thereof, resulting from the negligence of the County or its service provider.
- h) County will provide drivers with appropriate training to provide safe, courteous, and ADA-compliant transportation.
- i) County will ensure all drivers possess a valid driver's license as required by North Carolina law for the operation of the paratransit vehicles.
- j) Maintain insurance as described in Section 21 of this agreement.
- k) Prepare and maintain records as described in Section 3 of this Agreement.
- l) Coordinate with the Town, as necessary, to update the Policy.

2. Town Responsibilities.

The Town shall have the following responsibilities pursuant to this Agreement:

- a) Update as necessary, in coordination with the County, the Policy.
- b) Provide, annually by March 1st, as applicable, an updated list of holidays during which the Service will not operate.
- c) Establish and implement an administrative appeal process for eligibility determinations as described in Appendix C of Attachment A.
- d) Determine the fare, if any, to be charged for the Service. The initial service will be implemented fare-free. If, in its sole discretion, the Town decides to charge a fare, the Town is responsible for determining and procuring technology, developing policies and procedures, conducting public involvement and marketing, and paying any associated implementation and operating costs necessary to implement the fare.
- e) Respond to all communications and requests from the County within ten (10) business days.
- f) Establish and implement a plan for marketing the Service, including designing and printing an informational brochure.
- g) Make payment in a timely manner as defined in this Agreement for all amounts due under this Agreement.

3. Record Keeping, Reporting, and Reimbursements.

- A. The County shall keep proper program records, including any required or requested by any funding or regulatory agency, and make them available for inspection. Records shall include costs and ridership revenues reports and a description of actual services and results obtained. The County will provide the Town with monthly reports accompanied by an invoice within 15 days of the end of each month of the Service. The reports will contain the following information: total number of trips, total number of no-shows, total number of late cancellations, total number of late trips, total number of trip denials, all customer service complaints and follow-up actions, and average cost

per trip. The following details would be provided for each trip: trip cost, trip origin, trip destination, scheduled pickup time, actual pickup time, scheduled drop-off time, actual drop-time, and whether it is a standing order (subscription trip). Additional information may need to be reported to the Federal Transit Administration to meet ADA and CFR requirements. The Town retains the right to monitor and audit County records related to the Service.

- B. The invoice will include the actual cost of each trip plus the portion of the annual fee prorated for each month. The cost of each paratransit trip will be adjusted to account for the number of passengers and the number of funding sources contributing to the cost of the entire trip, as this is a shared ride service. In no event shall the cost attributed to the Town exceed \$50.56 per hour per trip. The County would include trip cost details in the monthly invoice. The annual overhead fee shall include:

- \$5,000 for annual overhead to Wake County.
- \$10,400 annual overhead to GoWake Access for the processing of applications.
- \$3,660 for the cost of a part-time employee to accept trip reservations on Sunday and holidays.
- \$1,200 for the first year of service only for training.

The total annual overhead cost for the first year of Service shall be \$20,260 or \$1,688.33 per month. The total annual overhead cost for subsequent years of Service shall be \$19,060, or \$1,588.33 per month.

- C. The Town shall reimburse the County within thirty (30) days of receipt of an invoice. Invoices will not be sent until services are in operation. In the event the Town finds any part of an invoice inconsistent with this Agreement, the Town shall clearly identify and provide evidence to the County of any inconsistent or erroneous expenses within 10 days of receipt of an invoice and the County will work in good faith to determine if there is an error in the invoice.

4. Compliance with ADA and Paratransit Requirements.

The County will provide the Service in a manner that complies with all applicable federal, state, and local laws, including ADA public transit requirements. The County shall follow all applicable laws, rules, policies, and regulations in the training of operators in the safe use of all ADA equipment.

5. Termination for Failure to Perform ("Breach").

The Parties agree that in the event that a Party substantially fails to perform in accordance with the terms of this Agreement, the non-performing Party will cure the failure to perform to the reasonable satisfaction of the complaining Party within thirty (30) days of receipt of written notice from the complaining Party. If the failure to perform is not timely cured, or cannot be cured, the Agreement will terminate at the election of the performing Party. The parties will cooperate on a winding down of the service, including reasonable notice to the public. Invoices to the Town of Apex will be prorated based on the date of termination and the County will only be paid for services performed in the manner set forth in this Agreement, and subject to the rates and amounts stated herein.

6. 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.

7. Termination Without Cause.

Any Party may terminate this Agreement at any time for any reason, provided the terminating Party provides a minimum of 90 days advance written notice to the other Parties. In this event, the Parties will cooperate on a winding down of the service, including reasonable notice to the public. Apex shall pay the County for the Service provided prior to the date of termination.

8. Customer Information and Complaint Handling.

All customer service complaints will be directed to the County and managed in accordance with the Wake County Transportation Complaint Policy, attached hereto as Attachment B. The monthly report described in Section 3 of this Agreement will include documentation of all customer service complaints and any follow-up actions that were taken. The Service shall be incorporated into the GoWake Access customer satisfaction surveys with a separate report of findings which shall be shared with the Town upon request.

9. Further Agreements.

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 due diligence to provide for and carry out the purpose of this Agreement.

10. Amendment.

This Agreement and its attachments contain the full understanding of the Parties. Any extension, modification, or addendum to this Agreement must be in writing and executed with the same formality as this Agreement.

11. Notices.

Any notice given pursuant to this Agreement shall be deemed given if delivered by hand or if deposited in the United States Mail, postage paid, certified mail, return receipt requested and addressed as follows:

If to the County:

GoWake Access Transportation Manager
Wake County Government
220 Swinburne Street

Raleigh, NC 27602

With a copy to:

Transit Analyst
Wake County Government
GoWake Access
4401 Bland Road
Raleigh, NC 27609

If to Apex:

Town Manager
Town of Apex
73 Hunter Street
Apex, NC 27502

And with copy to:

Planning Director
Town of Apex
73 Hunter Street
Apex, NC 27502

12. Binding Effect.

This Agreement shall be binding upon and inure to the benefit of the Parties and their agents, grantees, successors, and assigns.

13. Dispute Resolution.

In the event a dispute arises between the Parties to this Agreement concerning a question of fact in connection with the requirements of this Agreement or compensation therefore, the Parties agree to bargain in good faith towards a mutual resolution. If the Parties, after honest good faith negotiations, cannot reach an agreement, then either Party may adjudicate their dispute as allowed by North Carolina State Laws.

14. Performance During Dispute.

Unless otherwise requested by the Town, County shall continue performance under this Agreement while matters in dispute are being resolved. County acknowledges that the Town, in executing this Agreement, is relying on the County as part of its compliance with applicable ADA standards and requirements.

15. Force Majeure.

Neither the County nor the Town shall be liable to the other for any failure, delay or interruption of service or for any failure or delay in the performance of any obligation under this contract due to strikes, walkouts, governmental restriction, enemy action, civil commotion, unavoidable casualty, unavailability of fuel or parts, epidemic, pandemic, or other similar acts beyond the reasonable control of the Parties.

16. Verification of Work Authorization.

All Parties, and any permitted subcontractors, shall comply with Article 2, Chapter 64, of the North Carolina General Statutes.

17. Compliance with Federal Laws and Regulations.

The County shall comply with all Federal Laws and Regulations regarding the use of any grants to fund its service, operations, purchase, or maintenance of service vehicles.

18. Emergencies.

Notwithstanding anything else in this Agreement, while federal, state, or local state(s) of emergency are in effect, or when a public health emergency has been declared, the County shall comply with all guidance and recommendations of the Centers for Disease Control, the State of North Carolina, and Wake County, unless mutually agreed to by all Parties. In the event of a North Carolina State of Emergency Declaration the County shall comply with all applicable Executive Orders issued by the Governor of the State of North Carolina and the conditions of any Town of Apex State of Emergency Declaration.

19. Representations and Warranties.

The individuals signing the Agreement have the right and power to do so and bind their respective parties to the obligations set forth herein, and such individuals do so personally warrant that they have such authority.

20. Term.

This Agreement shall become effective upon execution by the last of the Parties to sign ("Effective Date") and shall terminate on June 30, 2023. The Parties may renew this Agreement for four (4) additional one-year terms, or may otherwise amend this Agreement, in a writing made in accordance with Section 10, unless terminated earlier pursuant to the provisions of Sections 5 or 7. The parties may renew this agreement at any time prior to the expiration of the current term.

21. Insurance.

The County's transportation vendor(s) shall purchase and maintain on a primary basis and at its sole expense during the term and for three years after the termination of this Agreement insurance or self-insurance for the following: protection from claims under Worker's or Workmen's Compensation Acts covering claims arising out of or related to bodily injury, including bodily injury, sickness, disease or death of any of the County's vendor(s) employees or subcontractors; Commercial General Liability Insurance, including contractual liability and covering bodily injury, property damage, products and completed operations and personal injury; Commercial Automobile Liability Insurance, including owned, hired and non-owned vehicles, if any, covering bodily injury and property damage; Cyber Liability covering infringement, information theft, release of private information, damage, destruction and alteration of electronic information, extortion, network security, breach response costs, and regulatory fines; and Professional Liability/Errors & Omissions Insurance (if applicable) covering claims arising out of or related to the County's vendors performance under this Agreement

Minimum limits of insurance coverage are:

General Liability:	\$2,000,000 per occurrence/\$2,000,000 aggregate
Commercial Automobile Liability:	\$2,000,000 CSL
Commercial Excess Liability/Umbrella Policy:	\$5,000,000 per occurrence
Workers Compensation	Statutory Limits

Employer's Liability:	\$500,000 each accident
Professional Liability:	\$1,000,000 per claim
Cyber Liability:	\$2,000,000 per claim and aggregate

The County vendor(s) may satisfy the insurance limits above with a combination of primary and umbrella/excess liability insurance policies or self-insurance. Umbrella/Excess liability shall follow form as to each of the underlying policies. Any available insurance proceeds in excess of or broader than the specified minimum limits of insurance and coverage shall be available to the Town, as applicable based on loss.

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Insurers

The minimum insurance ratings for any company insuring the County vendor(s) shall be Best's A- or a qualified self-insurance program approved by the state of North Carolina. Should the ratings of any insurance carrier fall below the minimum rating, the Town, may, at its option, require the County's vendor(s) to purchase insurance from a company whose rating meets the minimum standard. The County's vendor's insurance carrier(s) shall be authorized to do business in the state of North Carolina. If the County's vendor(s) is unable to find an authorized carrier for any line of insurance coverage, the County's vendor(s) shall notify the Town in writing.

Additional Insured Status

All insurance policies (except Workers Compensation and Professional Liability) shall name the Town, and the Town's elected officials, officers, employees, and volunteers as additional insureds.

Notice of Cancellation

Each policy shall provide that the Town shall receive not less than thirty (30) days prior written notice, when available, of any cancellation or non-renewal of coverage of any of the policies. Upon notice of such cancellation, non-renewal or if a policy's limits are exhausted, the County's vendor(s) shall procure substitute insurance so as to assure the Town that the minimum limits of coverage are maintained continuously throughout the periods specified herein.

Primary

The County's vendor's insurance coverage shall be primary for any claims related to this Agreement.

Waiver of Subrogation

The insurer shall have no right of recovery or subrogation against the Town, or the Town's agents or agencies, it being the intention of the parties that the insurance policies shall protect the Town and be primary coverage for any and all losses covered by the policies.

Verification of Coverage

A certificate of insurance and all endorsements required shall be provided at, or prior to, execution of this Agreement. The Town's acceptance of certificates of insurance shall neither relieve the County's vendor(s) of any requirement to provide the specific insurance coverage set forth herein nor shall it constitute a waiver or acknowledgement of satisfaction of the specific insurance requirements set forth in this Agreement.

Certificate Holder addresses should read:

Town of Apex
PO Box 250
Apex, NC 27502

Special Risks or Circumstances

The County's vendor, with prior written consent from the Town which shall not be unreasonably withheld, reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. Written consent from the Town may be provided by electronic communication.

22. Mutual Indemnification.

To the fullest extent permitted by law, each Party shall indemnify, defend, protect, hold harmless, and release the other, its officers, elected officials, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees) arising from or in connection with, or caused by any act, omission, or negligence of, such indemnifying Party.

23. Independent Employer.

The County is solely responsible for its services and the supervision of its employees and permitted subcontractors. All persons assigned by the County to provide the Services contemplated by this Agreement shall, for all purposes of this Agreement, be considered employees or subcontractors of the County only. The County's subcontractors shall assume the sole and exclusive responsibility for the payment of wages to individuals for services performed under this Agreement and the withholding of all applicable Federal, State, and local taxes, unemployment insurance, and maintaining workers compensation coverage in an amount and under such terms as required by law. If the Town identifies any person providing Services that appears to be incompetent, disorderly, or otherwise unsatisfactory, the Town shall notify the County in writing (including through electronic mail) for the County to address according to its policies and procedures.

24. Public Records.

All parties acknowledge that records in the custody of the County or the Town may be public records and subject to public records requests. The County or the Town may provide copies of such records, including copyrighted records, in response to public record requests.

25. Non-Exclusive Remedies/No Waiver.

The selection of one or more remedies for breach shall not limit a party's right to invoke any other remedy available under Agreement or by law. No delay, omission or forbearance to exercise any right, power or remedy accruing to a party shall impair any such right, power

or remedy or shall be construed to be a waiver of any breach hereof or default. Every right, power or remedy may be exercised from time-to-time and as often as deemed expedient.

26. Survival.

All representations, indemnifications and other terms and conditions of Agreement which by their nature should survive Agreement termination shall survive its expiration or termination.

27. No Waiver of Immunity.

Nothing in this Agreement shall be construed to waive either Party's defense of governmental immunity from any cause of action alleged or brought against any Party for any reason if otherwise available as a matter of law. No officer, agent or employee of either Party shall be subject to any personal liability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute this Agreement in their official capacities only, and not in their individual capacities. This section shall not relieve any such officer, agent or employee from the performance of any official duty provided by law.

28. Nondiscrimination.

No party shall discriminate in violation of any federal, state, or local law. The County and the Town shall comply with the Americans with Disabilities Act of 1990 ("ADA") and any nondiscrimination policy that may be in effect for either Party.

29. Electronic Version of Agreement.

The County or the Town 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.

30. No Third Party Beneficiaries.

Unless otherwise explicitly stated, there are no third-party beneficiaries to Agreement.

31. Electronic Signatures.

The Parties acknowledge and agree that pursuant to Article 40 of Chapter 66 of the North Carolina General Statutes (the Uniform Electronic Transactions Act) this Agreement and all documents related hereto containing a digitized or scanned signature are legally binding in the same manner as are hard copy documents executed by hand signature. If digitized or scanned signatures are used the Agreement shall be delivered in an electronic record capable of retention by the recipient at the time of receipt.

32. Attachments.

The following attachments are attached separately and are hereby incorporated by reference:

1. GoApex Paratransit Policy (Attachment A)
2. Wake County Complaints and Appeals Policy (Attachment B)

(SIGNATURE PAGE FOLLOWS)

In witness whereof the Parties hereto have caused this Agreement to be executed by their duly authorized officials, this _____ day of _____, 20____.

Town of Apex

Catherine Crosby, Town Manager

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

Vance Holloman, Finance Director

Wake County

Wake County, County Manager or Designee

Annemarie Maiorano
Deputy Director, Wake County Health and Human Services

Nannette M. Bowler, JD
Director, Wake County Health and Human Services

The person responsible for monitoring the contract performance requirements is

Anita Davis . _____ Department Head Initials

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

Chief Financial Officer



Americans with Disabilities Act Paratransit Policy

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Introduction

The Americans with Disabilities Act of 1990 (ADA) requires that public entities that operate non-commuter fixed route transportation services also provide complementary Paratransit service for individuals whose disabilities make them unable to use the fixed route system. In addition, public entities subject to the ADA regulations must develop and administer a process for determining if individuals who request service meet the regulatory requirements for eligibility.

Essentially, the ADA requires that Paratransit service be “comparable” to the fixed route service in terms of service levels and availability. There are six (6) service criteria that are used to evaluate ADA Paratransit service comparability to the fixed route. These criteria only represent the minimum service standards and can be exceeded if the local governing body so chooses. The six (6) basic criteria for determining ADA comparability to fixed route service are as follows:

1. Availability in the same area served by the fixed route. Specifically, service must be made available to all origins and destinations within a width of $\frac{3}{4}$ of a mile on each side of each fixed route. This includes an area within $\frac{3}{4}$ miles radius at the end of each fixed route as well;
2. Available to any ADA Paratransit eligible persons at any requested time on any particular day in response to a request for service made the previous day;
3. ADA Paratransit fares that are no more than twice the fare that would be charged to an individual paying full fare for a trip of similar length, at a similar time of day on the fixed route system;
4. There can be no trip restrictions or priorities based on trip purpose;
5. Service must be made available to eligible persons on a next day basis; and
6. There can be no constraints on the amount of service that is provided to any eligible person. Specifically, there can be no operating practice that significantly limits the availability of service to ADA Paratransit eligible individuals.

ADA Paratransit service must be provided to all individuals who are unable, because of their disability, to use the fixed route system, some of the time or all of the time. The criteria for determining eligibility are also regulated by the ADA and the Town of Apex must have a documented process in place to determine if an individual qualifies for ADA paratransit service.

The purpose of this ADA Plan is to document how the Town of Apex intends to meet the requirements for providing paratransit service for the GoApex fixed route system.

Transit Service Providers

GoApex will initially consist of one fixed route that will operate from 6:00am to 10:00pm, Monday through Saturday. The fixed route service will be operated by the Town of Cary. The GoApex paratransit service will be operated by Wake County and will meet all requirements of the ADA, the Code of Federal Regulations (CFR) Title 49 (Transportation), Part 37 - Transportation Services for Individuals with Disabilities and Part 38 - Accessibility Specifications for Transportation Vehicles, and the Federal Transit Administration Circular 4710.1 – Americans with Disabilities Act Guidance.

Transit Service Area, Trip Type, Trip Purpose, Schedule

Service Area

A map of GoApex Route 1 is attached as Appendix A. This route is accessible to persons with disabilities and persons who use wheelchairs. GoWake Access will provide ADA paratransit service to origins and destinations within the paratransit service area of GoApex Route 1, which is the area within $\frac{3}{4}$ -mile of

the fixed-route service. All trip origins and destinations will be within the designated service area. A map of the paratransit service area is provided as Appendix B.

Service Type and Trip Purpose

GoApex complementary paratransit service for ADA-eligible users will be origin-to destination service. This includes:

- Paratransit feeder service to an accessible fixed route, where such service enables the individual to use the fixed route bus system for part of the trip;
- Service from a person's origin to their requested destination.
- Providing transportation services only to authorized passengers.
- Providing door-to-door transportation service for clients as long as it is safe to do so, and while the vehicle remains in full view of the driver. Drivers are not permitted to enter passengers' home or other facilities for any reason. Drivers are not permitted to sign passengers in or out of service buildings.
- Passengers in wheelchairs will be given assistance up and down suitable ramps; however, drivers are not permitted to push wheelchairs up or down any number of steps.
- Requiring all passengers, including those in wheelchairs, to wear seatbelts for their safety. Vendor reserves the right to refuse service to passengers who refuse to comply with this request.
- Children under the age of twelve (12) must be transported with adult supervision.
- Children requiring child restraint seats will be properly secured, using an appropriate child restraint seat provided by the adult, prior to departure.

Wake County will accept and handle all disability trip requests on an equal basis and will not prioritize or restrict trip purposes for paratransit riders. Paratransit service will be provided during the same time period as the GoApex fixed route system.

Since paratransit is a shared-ride service, paratransit rides between Point A and Point B will usually take longer, and involve more intermediate stops, than a taxi ride between the same two points. However, trips would be scheduled to avoid a substantial number of intermediate stops and an excessive total trip time to prevent the service from becoming prohibitively inconvenient. GoWake Access would implement the GoApex Route 1: ADA Paratransit Capacity Constraints Policy and Procedures to monitor ADA paratransit service performance to ensure that operational patterns and practices that may indicate capacity constraints are identified in a timely way. The referenced policy and procedures document is provided as Appendix C.

The Town of Apex plans to operate GoApex Route 1 as a fare-free service; therefore, a fare will not be collected from GoApex ADA paratransit passengers.

Schedule

GoApex Route 1 paratransit service is anticipated to operate Monday through Saturday from 6:00am – 10:00pm. To ensure that complementary paratransit drivers can complete their drop-offs no later than the latest fixed route drop-off, GoWake Access may establish a latest-available return-trip pickup time that reflects the likely travel times for requested trips. GoApex Route 1 paratransit service will not operate on the following holidays: New Year's Day, Martin Luther King Jr.'s Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas

Eve, and Christmas Day.

Fleet Inventory, Vehicle Requirements, and Lift Securement and Use

As required by the ADA, per agreements with the Town of Cary and Wake County, the transit fleet serving GoApex Route 1 and the complementary paratransit service will be 100% wheelchair accessible to ensure that persons needing a wheelchair have equivalent access to the transportation services as ambulatory persons.

Vehicles providing the GoApex paratransit service will have the GoWake Access brand. Each vehicle will have capacity for 8 to 10 passengers. Each vehicle will be equipped with a wheelchair lift and will be maintained consistent with the GoWake Access policies. GoWake Access will comply with accessibility specifications for transportation vehicles found in 49 CFR Part 38.

When a lift is discovered to be inoperative, GoWake Access will take the vehicle out of service before the beginning of the vehicle's next service day and ensure that the lift is repaired before the vehicle returns to service. If there is no spare vehicle to take the place of a vehicle with an inoperable lift, such that taking the vehicle out of service would reduce the transportation service GoWake Access is able to provide, GoWake Access will keep the vehicle in service with an inoperable lift for no more than five days.

In accordance with ADA regulations, GoWake Access will provide service to all individuals using mobility devices that fit within the capacity of the lift being operated. Use of the securement system on GoWake Access vehicles will be a required condition of service. All wheelchairs and mobility devices must be secured to the passenger's satisfaction before transport. When transporting passengers using mobility devices, GoWake Access can suggest but not require passengers transfer to a van/bus seat. The passenger, in this case, has the final decision as to whether a transfer is appropriate given the passengers' particular disability.

As the regulations require, a passenger who cannot enter the vehicle using the stairs or ramp, but who does not use a wheelchair, will be allowed to enter the vehicle using the lift. GoWake Access does not provide wheelchairs or other mobility devices.

Eligibility Requirements, Application Process, and Appeals

Paratransit service is available only to individuals with a disability that prevents them from using the fixed route service. The process to initiate eligibility to use paratransit service associated with GoApex Route 1 is consistent with the ADA and the CFR.

GoWake Access will coordinate eligibility screening and determine service provision using an approved Door to Door Application (see Appendix D). According to the CFR, GoWake Access will make an application determination no more than 21 days following the submission of a complete application. If, by a date 21 days following the submission of a complete application, GoWake Access has not made a determination of eligibility, the applicant will be treated as eligible and provided service until and unless GoWake Access denies the application. GoWake Access' determination concerning eligibility will be made in writing. If the determination is that the individual is ineligible, the determination will state the reasons for the finding.

The Town of Apex, in coordination with Wake County, has established an administrative appeal process for denied applicants in the Town of Apex ADA Plan in accordance with the ADA and CFR, this is outlined in Appendix E. For people granted eligibility, the documentation of eligibility will include at least the following information: the individual's name, the name of the transit provider, the telephone number of the GoWake Access paratransit coordinator, an expiration date for eligibility (if applicable), and any conditions or limitations on the individual's eligibility, including the use of a Personal Care Attendant.

Persons denied ADA paratransit eligibility or suspended from service for no-shows or other reasons will have the ability to submit an appeal following the process outlined in Appendix E.

GoWake Access will provide paratransit service for visitors in the GoApex paratransit service area in accordance with the ADA and the CFR. Individuals that other transit agencies have determined to be ADA paratransit eligible can present documentation of eligibility received from these other agencies. GoWake Access will give 'full faith and credit' to the ID card or other documentation from the other transit agency. Visitors with disabilities may not have documentation of ADA paratransit eligibility from another transit agency. For visitors whose disability is apparent, no additional documentation is required. For visitors whose disability is not apparent, requiring documentation of disability, such as a letter from a medical professional will be permitted. GoWake Access will make paratransit service available for any combination of 21 days during any 365-day period beginning with the visitor's first use of the service.

Reservations

Making Reservations and Waiting Lists

Requirements regarding trip reservation will align with the ADA, CFR, and GoWake Access Policy. Every effort will be made to not deny paratransit trips in the GoApex Route 1 paratransit service area during fixed-route operations per the ADA. If a trip is denied, then it will be reported. Waiting lists may not be used to access the ADA paratransit service. Transportation services will be provided on a coordinated, shared ride service design. Disability service will not be limited because of capacity constraints. The number of trips provided to an individual will not be restricted. System capacity will be continually monitored and evaluated to determine the need for modification of resources, such as number of drivers, number of support staff, and number of vehicles. System capacity is considered to be 1 passengers/hour. System performance is measured by the number of passengers/hour the system is carrying, the number of trip denials, and the number of late pickups the system is experiencing.

All transportation reservations must be made through the GoWake Access Call Center. All pickup and drop-off times must be established during the time of trip reservation. GoWake Access will have the option to make trip reservations up to 14 days in advance of an eligible individual's desired trips. Riders must call at least the day before the trip to schedule a ride. GoWake Access will make next-day trip reservation service available during all normal business hours of its administrative offices, as well as during times, comparable to normal business hours, on a day when the entity's offices are not open before a service day. The reservation service on any day does not have to be provided directly by a "real person". An answering machine or other technology will suffice. An individual will be able to reserve service for any time during the next day of service. If an eligible rider leaves a voicemail on a day when GoWake Access offices are not open before a day of service and the eligible rider is unable to be reached, GoWake Access will provide the trip at the time requested. GoWake Access may negotiate pickup times with the passenger, but GoWake Access will not require an eligible rider to schedule a trip to begin more than one hour before or after the individual's desired departure time. The negotiation

window of one hour before or after the individual's desired departure time can be used unless the trip has constraints with respect to when they can begin (e.g., not before the end of the individual's workday or not until after an appointment is over). When scheduling by appointment time, a rider may request either a pickup time or a drop-off time for a given trip, but not both.

Pickup Times

Pickup windows will be consistent with the FTA Circular. Pickup windows will be no longer than 30 minutes in total. GoWake Access will establish a pickup window policy for GoApex Route 1 paratransit service to "bracket" the 30-minute window around the negotiated pickup time (-15/+15 window). If GoWake Access needs to adjust the pickup window, the agency will renegotiate the pickup time with the rider. Such renegotiations with the rider will occur no later than a day before the scheduled travel day. Any negotiations are subject to rider acceptance; if the rider refuses, GoWake Access will provide the trip as previously negotiated. If GoWake Access is unable to reach the rider, the agency will provide the trip as previously negotiated. A driver is considered late if he/she arrives outside of the pickup window.

Drop-off Times

Drop-off times will be consistent under the GoWake Access policy. If the eligible individual gives a time by which they must arrive at their destination, the paratransit trip drop-off must be on time or early. If the passenger arrives at their destination past the designated drop-off time, this would be considered a late trip. If the eligible individual makes a trip reservation for a specific pickup time then a drop-off time does not apply, other than it cannot be an excessively long trip.

No Show Definition and Policy

The Town of Apex maintains a paratransit no-show policy and is included as Appendix F. This policy requests that passengers be ready to be transported within the scheduled 30-minute pick-up window. A No-Show occurs when all of the following criteria are met:

- There has been no call by the rider to cancel the scheduled trip at least 1 hour prior to the start of the pickup window.
- AND**
- The vehicle arrives at the scheduled pickup location within the 30-minute pickup window.
- AND**
- The driver has waited 5 minutes after arriving during the pickup window.

After waiting for 5 minutes, the driver is instructed to leave a No-Show tag, and proceed to the next destination.

Accompanying Passengers, Attendants and Companions

The CFR requires that paratransit service be provided to one person accompanying the eligible individual in addition to the eligible individual's Personal Care Attendant (PCA). Other accompanying passengers will be served on a space-available basis. In order to be considered "accompanying" the eligible individual, the other individual(s) must have the same origin and destination as the eligible individual. GoWake Access will require that the eligible individual reserve space for the companion(s) when the individual reserves his or her own ride.

Assistance

Drivers are trained to provide minimal assistance only. Drivers are not trained to provide medical assistance. Passengers are advised that drivers are not permitted to operate a scooter or electric wheelchair onto the lift. The passenger is responsible for getting onto the lift with minimal driver assistance for these devices.

Packages

Passengers will be transported with up to two packages, so long as they can carry them on their own. Packages must fit under seats or be secured to the satisfaction of the driver'.

Accommodating Other Mobility Devices, Life Support Equipment or Service Animals

GoWake Access will permit the use of a lift for personal transportation devices when used as a mobility device by eligible customers as long as it does not exceed the capacity of the lift utilized including the user, per 49 CFR §38. All paratransit passengers will be permitted to travel with service animals trained to assist them.

Use of Portable Oxygen/Respirator Equipment

As required by the ADA, persons using GoWake Access may bring respirator, portable oxygen, and/or other life support equipment on board our vehicles, as long as they do not violate the law or rules relating to the transportation of hazardous materials. All equipment must be small enough to fit into the vehicle safely without obstructing the aisle and/or blocking emergency exits.

Other Assistance

All material made available to applicants and passengers of GoApex complementary paratransit service will be provided in accessible formats upon request. For visually-impaired customers, phone calls will be made in addition to letters referenced in this document. Mobility training will be made available upon request.

Appeals Process

If you have been denied ADA paratransit eligibility or suspended from service for no-shows or other reasons you have the ability to submit an appeal. The appeal process is outlined in Appendix E.

Attachments:

Appendix A: GoApex Route 1 Fixed Route Map

Appendix B: GoApex Route 1 Paratransit Service Area Map

Appendix C: GoApex Route 1 ADA Paratransit Capacity Constraints Policy and Procedures

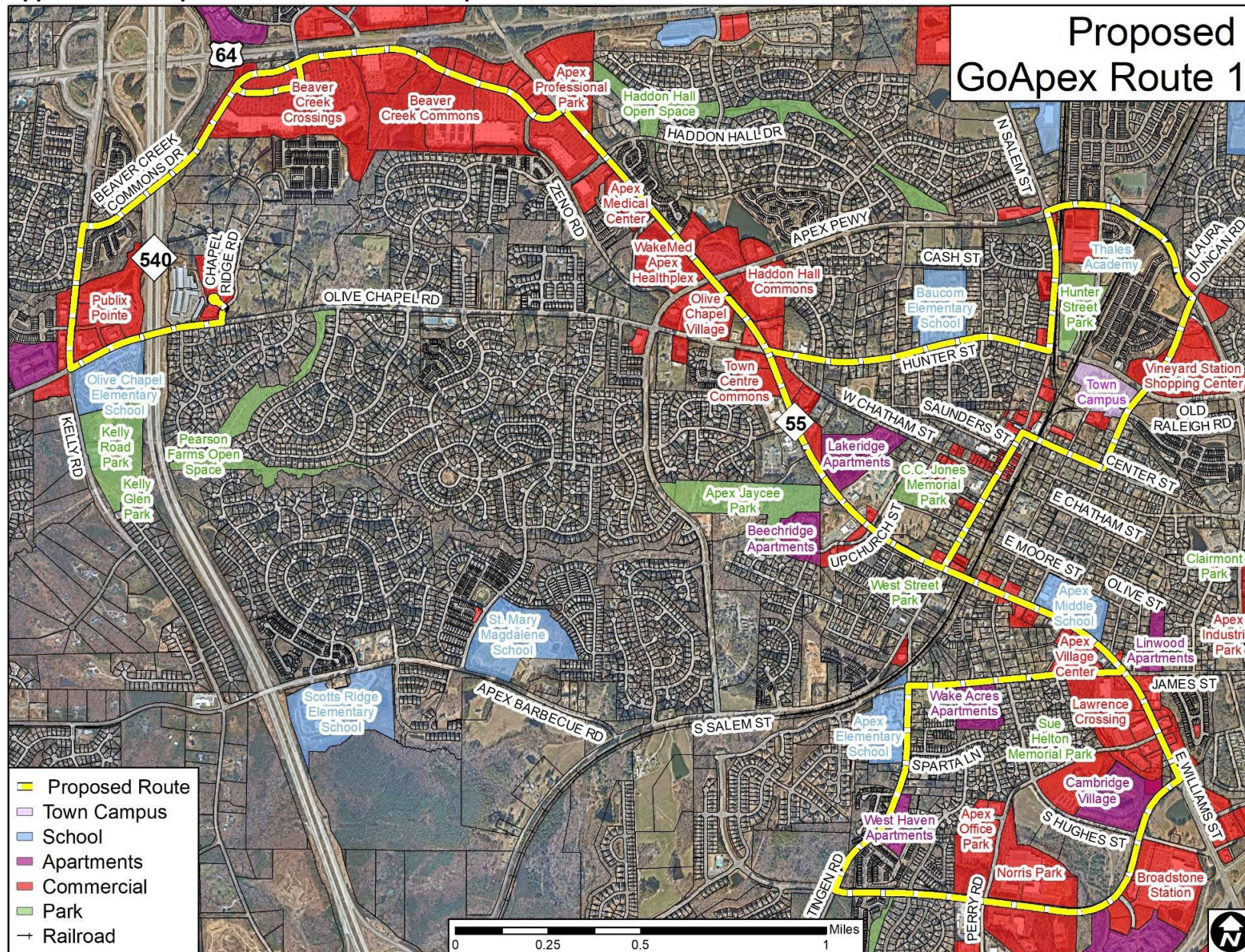
Appendix D: Town of Apex Door to Door Application

Appendix E: Town of Apex Appeal Process

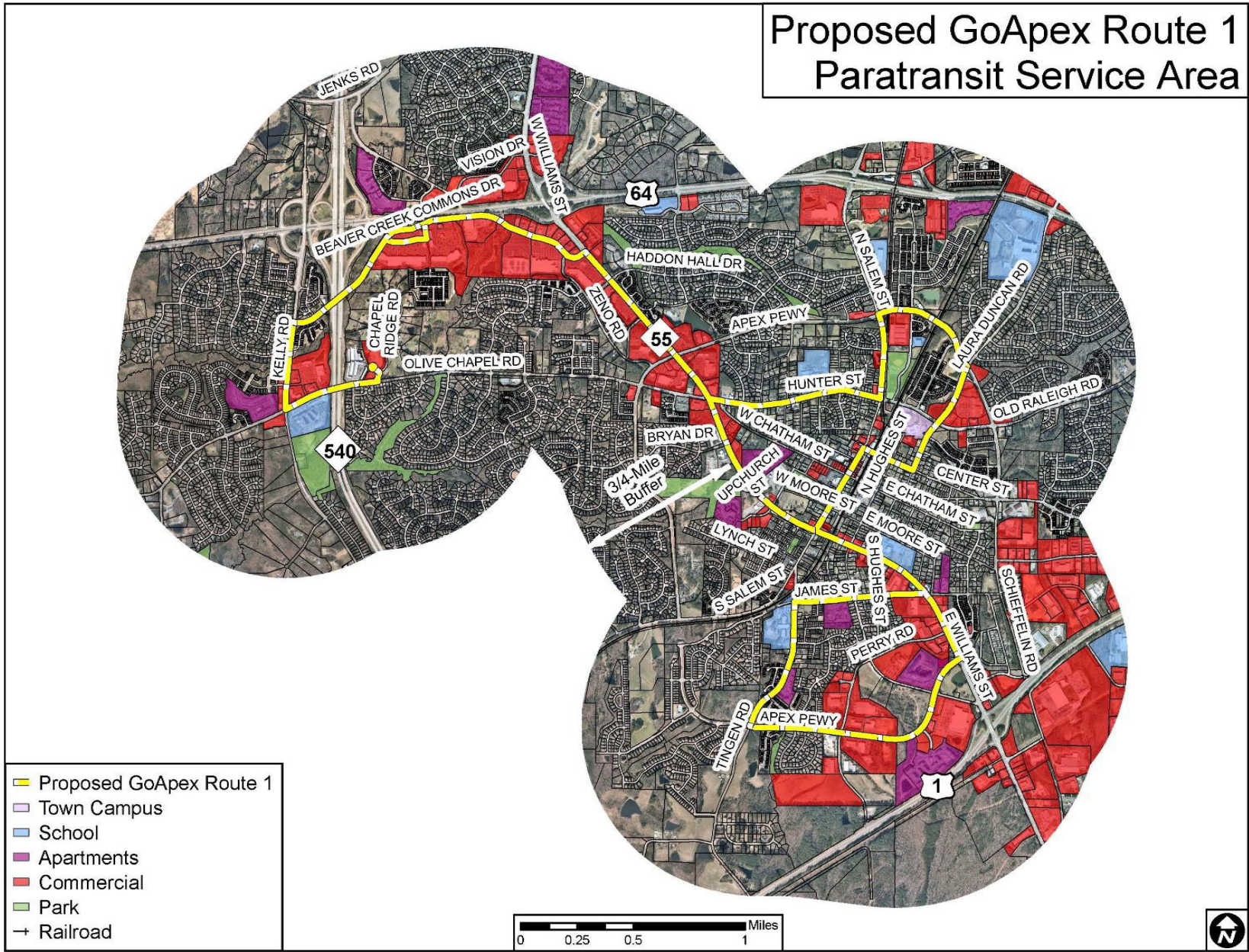
Appendix F: Town of Apex No-Show Policy

Appendix G: GoApex Subscription Trip Policy

Appendix A: GoApex Route 1 Fixed Route Map



Appendix B: GoApex Route 1 Paratransit Service Area Map



Appendix C: GoApex Route 1 ADA Paratransit Capacity Constraints Policy and Procedures

GoApex Route 1: ADA Paratransit Capacity Constraints Policy and Procedures

It is important for GoWake Access and the Town of Apex to monitor ADA paratransit service performance to ensure that operational patterns and practices that may indicate capacity constraints are identified in a timely way.

Excessive Trip Length Policy and Standard

The length of a GoApex paratransit client's ride should be comparable to a ride on the fixed-route service. This includes walk time at both ends of a trip, wait time for a bus, onboard ride time, and transfer time, if applicable. After a year of paratransit operations, The Town of Apex will set a standard for the percentage of ADA paratransit trips with travel times equal to or less than a similar fixed route trip.

Data Analysis Procedures

1. GoWake Access will identify the average paratransit travel time for all GoApex Route 1 paratransit trips. Average travel time can be calculated by reservations/scheduling software. Average travel time over a year's period, which would take into account seasonable variations, will be collected during the first year of service operations.
2. GoWake Access will use scheduling software to generate a list of trips with travel times exceeding that average based on an analysis of the trips taken that month.
3. The Town of Apex will compare travel times for those trips to fixed route itineraries for the same origin and destination and day of week/time of day. Fixed route itineraries should include an estimate of walk, travel, and transfer time for the fixed routes a client would use to make a comparable fixed route trip.
Travel times of comparable fixed route trips will be generated by Google Transit or some other online trip planner, as long as all the elements of the trip (walk, wait, travel, transfer) are included in the itinerary.
Depending on how many trips are on the long trips list, all trips or a sample (every Xth trip, for example) will be analyzed. A sample of 20-30 trips is sufficient.
4. The Town of Apex will calculate the percentage of paratransit trips with travel times that exceed their fixed route equivalents, based on the month's sample. This percentage will be compared against the Town of Apex's standard. The Town of Apex will share these results with GoWake Access.
5. Regardless of the percentage of trips with excessive trip length is within the standard, GoWake Access will also take a closer look at the long trips to see if there is a pattern that should be addressed. For example, clients who are the first on and the last off the vehicle on a regular run to a human service program may experience long travel times every day that could be alleviated by splitting that run in two.

Appendix D: GoApex Paratransit Service Application



Application for Paratransit Service

GoApex Paratransit is a shared ride service for persons with disabilities that prevent them from using the GoApex fixed route system. This service will be provided by GoWake Access.

Interested individuals must complete an eligibility application and receive approval from GoWake Access before reservations will be accepted.

Instructions

- Complete the eligibility application, including Section II.
- Mail Application to Attn: Kennard Coleman GoWake Access 4401 Bland Road, Raleigh, NC 27609 or email application to kennard.coleman@wakegov.com
- Once your completed application is received it will be reviewed for eligibility. You will be notified in writing of the determination of eligibility within 21 days by GoWake Access. If eligibility is not determined within 21 days of receipt of a completed application, the applicant will be treated as eligible and provided service until a final eligibility determination is made.

Application:

Date of Application: _____

Section I. General Information

Name _____

Street Address _____

City _____ State _____ Zip Code _____

Home Phone _____ Cell Phone _____

Email Address: _____

Preferred Contact Method ☐ Home Phone ☐ Cell Phone ☐ Email

IMPORTANT NOTE:

By providing your email address, you agree to receive email communication from GoWake Access and the Town of Apex. If you subscribe to the email service option, your email address will not be given to third parties in accordance with state law. We will only use the email to: (1) communicate with you about GoApex matters; (2) share emergency information with you; and/or (3) contact you regarding any email subscriber administrative issues that may arise. For questions, please call (919) 249-1240.

Emergency Contact Information

Name _____ Relationship _____

Address _____

Home Phone _____ Cell Phone _____

Do you require any of the following? (check all that apply)

Manual Wheelchair	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Power Wheelchair	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Motorized Scooter	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Cane	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Walker	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Crutches	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Braces	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Service Animal	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Oxygen	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Other (please explain): _____

IMPORTANT NOTE

Passengers who use wheelchairs/scooters must have a ramp if steps are present. Driver's will not "bump" passengers up/down stairs or in/out of houses/buildings. Lastly, please be aware that the lift capacity is **750lbs.**

1. Is your condition:

☐

Permanent

☐

Vary day to day

☐

Temporary

If Temporary, what is the anticipated end date? _____

2. If GoApex offered free training on how to ride the fixed route buses, would you be interested? ☐ Yes ☐ No

3. Do you require a Personal Care Attendant (PCA) to assist with travel?

☐

Yes, Sometimes

☐

Yes, Always

☐

No

I understand that the purpose of the application is to determine if I am eligible for GoApex's Door to Door transportation service. I certify that the information I gave in this application is true and correct to the best of my knowledge and that the application will be returned to me if it is not complete, which delays processing. I understand that falsification or misrepresentation of facts, or changes in my medical condition, may result in changes to my certification status. I further understand that additional information from my healthcare professional related to my disability or medical condition is required for ADA complementary paratransit service and will be used to help determine my eligibility. I agree to notify GoApex if I no longer need to use the Door to Door service.

Signature of Applicant: _____ **Date:** _____

(Applicants must be 18 years of age to sign independently. Otherwise, the signature of a guardian is required.)

Applicant's Representative If someone other than the applicant has completed this application, the following information must be provided.

Printed Name: _____

Daytime Telephone Number: _____

Relationship to Applicant: _____ **Date:** _____

Authorization for Release of Information

I authorize the professional who has completed Section II of this application to release to GoWake Access, information about my disability or health condition and its effect on my ability to travel on the GoApex transit system. I understand that I may revoke this authorization at any time.

I, the applicant, understand that the purpose of this application is to determine my eligibility to use the GoApex Door to Door services. I agree to release the information requested to GoWake Access and any eligibility review panel and understand that the information contained herein will be treated confidentially, unless otherwise required by law. I understand further that GoWake Access reserves the right to request additional information at its discretion. I agree to notify GoWake Access of any changes in the status of my disability that affects my ability to use the GoApex Door to Door services. I also understand that this may affect my eligibility as a rider.

Applicant's Name: _____

Date of Birth: _____

Applicant's **Physical** Address: _____

City _____ State _____ Zip: _____

Applicant's **Mailing** Address: _____

City _____ State _____ Zip: _____

Applicant's Telephone Number: _____

Applicant's Signature _____ Date: _____

Applicant Name _____

Section II: Health Care Provider Verification

Dear Verifying Professional:

You are being asked by the applicant named in this application to provide information regarding their ability to use the public transportation services of GoApex. GoApex provides transportation services to eligible persons with disabilities who cannot use regular fixed route bus services. The information you provide will allow us to evaluate the request and determine the individual's specific needs. Thank you for your cooperation in this matter.

PLEASE NOTE: GoApex fixed route bus services available within the Town of Apex are currently accessible to persons with disabilities.

The individual applying for service under the Americans with Disabilities Act (ADA) **MUST BE UNABLE TO ACCESS THESE SERVICES** due to:

- Conditions which prevent them from getting to or from a GoApex fixed route bus stop, or transferring between vehicles **and/or**
- Conditions which prevent them from being able to get on, ride, or get off an ADA accessible vehicle

The completed application must be submitted to GoApex within thirty (30) days of completion by selected professional and can be returned to the applicant or sent to the following:

By Mail: ATTN: Kennard Coleman, GoWake Access 4401 Bland Road Raleigh, NC 27609
By Email: kennard.coleman@wakegov.com

(PLEASE PRINT)

Name of Client: _____

1. Capacity in which you know the applicant: _____

2. When was the applicant last treated or seen by you? _____

3. On average, how frequently is the applicant seen by you? _____

4. Has the applicant been diagnosed with a physical, cognitive, psychological, or other disability that would prevent them from using GoApex's fixed route bus service?

☐

Yes

☐

No

5. Does the applicant's disability or condition prevent the use of regular fixed route bus service?

☐

Yes, Sometimes

☐

Yes, Always

☐

No

If Sometimes, please explain: _____

6. Could the applicant use regular fixed route buses with travel training? Travel training is an instructional process where seniors, persons with disabilities and individuals learn how to navigate and ride public transit safely and independently. It can be offered through one-on-one training or group training.

☐

Yes, Sometimes

☐

Yes, Always

☐

No

If Sometimes, please explain: _____

7. How far can the applicant walk/travel by themselves or with the assistance of a mobility aid? (choose one of the options below and fill in a number beside it)

_____ Feet

_____ Blocks

_____ Miles

8. What is the expected duration of this individual's condition?

☐

Temporary: Approximate expected duration until ____/____/____

☐

Long-term: Potential for improvement or periods of remission

☐

Permanent: No expectation of functional improvement

Please choose the statement below which best represents your professional opinion regarding the applicant's use of public transportation:

☐

The applicant should be able to access fixed route public transportation successfully.

☐

The applicant can use fixed route public transportation successfully but may need to utilize Door to Door service **under certain conditions** due to a disabling condition or functional limitation.

Please explain conditions: _____

☐

The applicant cannot use fixed route public transportation due to a disabling condition or functional limitation and requires Door to Door service **without conditions**.

Printed Name _____

Title _____

(If not a licensed physician, please indicate Title & Certification)

Organization/Practice _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone #: _____

Fax #: _____

Email address: _____

Applicant Name _____

FOR Town of Apex/GoApex USE ONLY

APPROVED _____

DENIED _____

UNCONDITIONAL _____

CONDITIONAL _____

TEMPORARY _____

ISSUED BY _____

TITLE _____

DATE _____

FILE NUMBER _____

Appendix E: GoApex Appeal Process

Denial of Paratransit Service

GoWake Access will carefully review each application to ensure that only qualified persons are approved. Upon completion of review, a letter of certification or denial will be mailed. If your application for paratransit service was denied, you have the right to appeal this decision.

ADA Application Appeals

To appeal the decision, you will need to submit your request in writing, sixty (60) days within receipt of the denial letter.

Appeals may be mailed to:

**ATTN: Christian Banks, GoWake Access
4401 Bland Road Raleigh, NC 27609**

Your appeal will be heard by an ADA Appeals Board. The ADA Appeals Board consists of individuals who are not involved in the initial certification process. Their decision is made independently of the ADA Certification Process.

Upon receipt of your letter, GoApex will set up a meeting with the ADA Appeals Board. You will be notified by mail of the date and time of this meeting. You will have the opportunity to submit any additional information and written evidence and/or arguments to support your qualifications for service. You may bring a representative with you to this meeting.

You will be notified of the Appeals Board's decision in writing within thirty (30) days of the hearing. The Board's decision is final.

Denial of Paratransit Service Due to No-Show:

If a rider has a pattern and practice of No-Shows/Late Cancellations as provided above, GoWake Access will send them a suspension letter or email, proposing to suspend service with instructions on the appeals process (with an option for an in-person appeal). The notice will specify the basis of the proposed action and set forth the proposed suspension. The notice will advise the individual of the right to appeal the assessment of any no-shows/late cancellations and/or suspensions of service by submitting a letter of appeal to GoWake Access. Individuals will have 60 days (or 90 days if the individual has a good reason for delay) from the date of the written notice to submit their request for an appeal. GoWake Access will not require such requests to include the basis or reasons for the appeal. The choice to submit written information in advance of or instead of an appeal hearing would be for the appellant to make. GoWake Access will provide the individual with a hearing to present information and arguments and review the situation and provide the individual with transportation services if the decision to suspend transportation services was wrong. A local hearing will be held within five (5) days of the individual's request unless the individual asks for it to be postponed. The hearing can be postponed (for a good reason), for as much as 10 calendar days. To the extent practicable, the individuals deciding appeals will not be those involved with the initial decision to suspend service. GoWake Access will provide written

notification of the decision and the reasons for it. GoWake Access will not be required to provide paratransit service to the individual pending the determination on appeal. However, if a decision has not been made within 30 days of the completion of the appeal process, GoWake Access will provide paratransit service from that time until and unless a decision to deny the appeal is issued. Critical needs clients such as, dialysis and chemotherapy patients will not have their paratransit services suspended. All appeals must be submitted in writing within 30 days. Please include the time, date and pickup address of the no-showed ride you are appealing.

Appendix F: GoApex No Show Policy

No-Shows and Late Cancellations

No-Show and Late Cancellation policies will be in compliance with the ADA and CFR. To avoid a No-Show or late cancellation, the client must be ready at the designated place for pickup within the pickup window given by the Customer Service Representative. All trips, including Subscription trips that are prescheduled on a recurring basis, are subject to this No-Show Policy.

No-Show

A No-Show occurs when all of the following criteria are met:

- There has been no call by the rider to cancel the scheduled trip at least 1 hour prior to the start of the pickup window.
- AND**
- The vehicle arrives at the scheduled pickup location within the 30-minute pickup window.
- AND**
- The driver has waited 5 minutes after arriving during the pickup window.

After waiting for 5 minutes, the driver is instructed to leave a No-Show tag, and proceed to the next destination.

Late Cancellation

A late cancellation occurs when the rider does not call to cancel a specific scheduled trip at least 1 hour prior to start of the pickup window. Late cancellations will be treated as “No-Shows”.

Passengers with Subscriptions trips are requested to alert GoWake Access as soon as it is known if a particular recurring trip needs to be cancelled by the passenger (for example, due to holidays). GoWake Access requests one week’s notice for known subscription trip cancellations in order to clear that time slot for other passengers to reserve. However, there will be no consequences unless the trip is cancelled less than 1 hour prior to the start of the pickup window, per the late cancellation definition above.

No-Shows Beyond Passenger’s Control

Trips cancelled for reasons that are beyond the rider’s control will not be considered “No-Shows”. This includes missed trips resulting due to sudden illness, family or personal emergency, transit connection delay, appointment delay, extreme weather conditions, operator error, paratransit lateness, or other unforeseen reasons for which it is not possible to call to cancel in time or to take trips as scheduled.

Subsequent Trips

If a rider has a No-Show for the outgoing portion of a round trip, they will still keep return trips and subsequent trips on schedules unless there was an indication from a rider or other reliable source that they will not need the return trips. GoWake Access will attempt to contact the client to see if they need the return trip to avoid another No-Show.

No-Show Notifications

GoWake Access will send a written warning after five (5) No-Shows. The written correspondence will list the total number of No-Shows and the percent of No-Shows in reference to the total number of trips booked in the calendar month. Specific dates, times, and locations of each No-Show in the calendar month will be provided in writing upon rider request.

Pattern and Practice of No-Shows

Riders may be suspended from paratransit service when they show a “pattern and practice” of No-Shows, which occurs when:

- A rider has five (5) or more No-Shows in a calendar month; AND
- The number of No-Shows represents more than 15% of the trips booked by the rider in a calendar month.

Suspension Periods

The following suspension periods shall apply:

- 1st violation: Warning Letter/Email
- 2nd violation: 7-day suspension
- 3rd violation: 14-day suspension
- 4th violation: 30-day suspension

Notification of No-Show Policy

ADA

Patron

Address

Dear

It is the policy of GoApex to inform our patrons of factors that may affect their transit services. No-shows are one of those factors.

No-Shows, as well as late cancellations, result in wasted trips which could have been used by other passengers. It is the policy of GoApex to record each customer's no-shows and apply appropriate sanctions when customers establish a pattern of excessive No-Shows.

For your information, attached is the policy that provides what defines a No-Show and what actions may be taken.

Thank you for your patronage,

Appendix G: Subscription Service Policy

For GoApex Door to Door passengers who need a ride to the same place, at the same time, on a daily, weekly, or monthly basis, “Subscription Service” is offered as a privilege to help meet passengers’ scheduling and transit needs. This service allows a passenger to schedule their ongoing trips with one call. The passenger will then be automatically placed on the Door to Door schedule each week. Passengers may ask the GoWake Access call center representative for more details regarding this option. All GoApex Door to Door customers are able to request multiple trips in one call as long as the advance notice requirements are met (i.e., trip requests are made between one (1) and fourteen (14) days in advance). Subscription trips are different in that once the recurring reservation is set up, the customer does not have to call in to reserve those ongoing trips over time.

- This service is a privilege. Based on demand, it may be necessary to limit the number of subscription trips, to allow for providing service to the greatest number of customers. If this happens, requests may be resubmitted at a later date if the time slot becomes available.
- GoApex reserves the right to limit subscription trips to maintain 50% or less subscription trips at any given time period per Americans with Disabilities Act guidelines for paratransit service (see 49 CFR § 37.133). Subscriptions trips are taken on a first-come, first-served basis and are limited based on overall demand by time of day.
 - Time periods are considered an hourly period (ex. 8am-9am) on any given day of the week, and apply to both outgoing and return trips. For example, subscription trips may be fully booked at the 8am hour on Mondays, but be available at the 2pm hour.
- The GoApex Door to Door No Show policy applies to subscription service.

Subscription Trip Cancellations:

- If you are receiving subscription service, it is important to let GoWake Access know immediately if you do not need a ride on a particular pre-scheduled day. This way, GoWake Access can make the adjustment on their paratransit service schedule in advance.
 - For example, if a passenger has subscription service for a trip to school each weekday, they will need to cancel trips in advance of holiday and vacation times when school is not in session. This will help us avoid unnecessary trips or missed connections.
 - Trips cancelled less than one week in advance will jeopardize the ability of others to reserve that time slot and are subject to the GoApex No-Show policy.
 - Passengers cancelling one-third (33%) of their subscription trips in one month may lose the recurring time slot, even if cancellations are made with adequate notice.
- Passengers may cancel their subscription service by calling the trip reservation line. Please be clear about whether you are cancelling one trip or all subscription trips.

ATTACHMENT B – WAKE COUNTY COMPLAINTS AND APPEALS POLICY

COMPLAINTS

Was there a problem with your transportation?

For a commendation or a complaint to be filed, the customer must call the GoWake Access Call Center at (919) 212-7005 press option 4 or contact the Consumer Experience Management Team at 919-212-7155. Complaints may also be filed online:

<http://www.wakegov.com/humanservices/administration/Pages/HSComplaintForm.aspx>

Complaints must be reported within 24-48 hours after the incidence. The representative will enter the information into a database and distribute to the appropriate person. We appreciate any and all timely feedback, with as much detail as possible.

The GoWake Access staff will follow up with the appropriate persons to correct and resolve the issue. The customer will receive a phone call/letter verifying that the complaint was filed and what the corrective measures are.

If dissatisfied with the resolution, then clients may appeal actions taken on complaint resolutions within 7 days of the date of the resolution notification by addressing the Transportation Manager in writing at the address below. The appeal should include all relevant information.

**GoWake Access Services
220 Swinburne Street
PO Box 46833
Raleigh, NC 27620-6833
Attn: Anita Davis, Transportation Manager**

APPEALS

Complainant may appeal actions taken on complaint resolution within seven (7) days of date of resolution notification by addressing the Transportation Manager in writing at the address below. The appeal should include all relevant information.

Wake County Human Services
Transportation Manager
220 Swinburne St
P O Box 46833
Raleigh, NC 27620-6833

The Transportation Manager will attempt to resolve the appeal by contacting the complainant and other relevant parties. If the Transportation Manager cannot resolve the complaint in three (3) business days, then the appeal will be forwarded and considered by the WCHS Deputy Director. The WCHS Deputy Director will respond to the complainant in writing within five (5) working days. The decision of the WCHS Director is final. Appeals and their final resolution will be entered into the Lotus Notes database

and will be reported as part of the GoWake Access vendor's monthly management report, which is provided to GoWake Access staff and Sponsor Agencies.

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 14, 2022

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, the GoApex Agreement with Town of Cary and MV Transportation as amended.

Approval Recommended?

Yes.

Item Details

This agreement between Town of Apex, Town of Cary, and MV Transportation, establishes the terms and responsibilities for the operation of the GoApex Route 1 fixed route service. The Town of Apex's adopted FY22 budget and proposed FY23 budget include funding for operating GoApex Route 1. The Town of Apex was awarded matching funding through the Community Funding Area Program to reimburse 50 percent of the operating costs for GoApex Route 1. This funding was included in the adopted FY 22 Wake Transit Plan and is included in the proposed FY23 Wake Transit Plan. This agreement was previously approved by Town Council on April 26, 2022; however it was not executed as additional language was requested by Town of Cary under Section 14, Force Majeure. No other changes to the agreement have been made.

Attachments

- GoApex Agreement



GOAPEX AGREEMENT

This Agreement ("Agreement") is made by and between **Town of Cary** (hereinafter "Cary"), a North Carolina municipal corporation having its office at 316 North Academy St., Cary, NC 27513, **Town of Apex** (hereinafter, "Apex"), a North Carolina municipal corporation having its office at 73 Hunter St., Apex, NC 27502, and Cary's bus services contractor **MV Transportation, Inc.** ("MV Transportation") a corporation duly organized under the laws of the State of California and duly qualified to transact business in the State of North Carolina having an office at 2711 N. Haskell Ave., Suite 1500-LB2, Dallas, TX 75204. The foregoing may be individually referred to herein as "Party" and collectively referred to as "Parties."

Cary provides a transit service called GoCary. Pursuant to an agreement between Cary and MV Transportation ("GoCary Agreement"), MV Transportation is GoCary's service provider. MV Transportation will extend transit service to Apex pursuant to the terms of this Agreement.

Apex is utilizing the services of MV Transportation pursuant to this Agreement to provide a public bus service called "GoApex Route 1" (hereinafter "Route 1" or "Service") with the respective responsibilities and duties of the Parties as listed below.

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt of which is acknowledged, the Parties agree as follows:

1. Term

The Agreement shall become effective upon execution by all Parties ("Effective Date") and shall expire June 30, 2023. The Route 1 initial date of service will begin at a date agreed upon via email by the Town of Cary Transit Administrator, Town of Apex Long Range Planning Manager, and MV's General Manager. The Parties may extend the term in one-year increments for a period up to three (3) additional years. In January of each year of this Term, Cary and Apex will begin to confer and to review MV Transportation's performance and projected cost for the coming contract year. The option for extending the term of the Agreement must be agreed upon by the Parties in writing at least ninety (90) days before the end of the current term.

2. Operations

The purpose of this Agreement is to set forth the duties and responsibilities of each Party in the provision of Route 1 service. GoApex Route 1 will be a fixed-route transit service open to the general public. Operational characteristics of the Service may be changed for the benefit of any party upon written approval by all Parties.

A. Cary shall have the following responsibilities:

1. Finalize the alignment for Route 1, including the schedule, the span of

revenue service (the time when a vehicle is available to the general public and there is an expectation of carrying passengers), and the timing of revenue service, after collaboration with Apex. Cary agrees to consult with Apex on these elements to maximize regional coordination. Any material change in the route alignment, stop locations, schedule, span of service, timing of service, or overall operation of Route 1 must be agreed to in writing by both parties. Cary will respond to all communications and requests by Apex within ten (10) business days unless such communication or request is specifically identified by Apex as an “Urgent Operational Concern” Cary will respond within two (2) business days. Cary will provide feedback to Apex on the operation of the service.

2. Assist Apex where reasonably possible (in Cary’s sole discretion) in the provision of information about and marketing of Route 1. This may include reviewing and providing comments on marketing materials, participating in outreach events, and assisting with coordination with other regional transit providers.
3. Provide Apex a minimum of 15 days written notice of potential service disruption, except in the case of service disruption due to inclement weather, safety concerns, or other emergency situations in which case notice will be provided as soon as reasonably possible. Cary has final authority on all changes to service level. Cary will attempt to maintain service on all scheduled routes dependent on available resources. Action plans for service disruptions will be communicated by email to the MV Transportation General Manager and Town of Apex Long Range Planning Manager, or designee.
4. Cary shall report Route 1 operating statistics to comply with deliverables outlined in the General Operating Agreement for Bus Operations – Community Funding Area Program executed between the Town of Apex, GoTriangle, and Capital Area Metropolitan Planning Organization (Wake Transit Operating Agreement), including ridership by date, revenue and deadhead hours, revenue and deadhead miles, missed trips, and a log of customer complaints and resolutions, all in an editable format, to Apex by the 15th of the month following the month of service.

B. MV Transportation shall have the following responsibilities:

1. Operate Route 1 on all weekdays and Saturdays according to the operating schedule set forth in Section 2.A.1, except for the holidays listed in Exhibit A, attached and incorporated by reference, or as otherwise agreed to in writing by the Parties. By February 15th of the preceding fiscal year, Cary agrees to provide a revised list of holidays during which time GoCary and Route 1 will not be operated during the subsequent fiscal year. Apex agrees to provide annually a revised list of holidays, if any, during which time Route 1 will or will not be operated by March 1st.

2. Ensure appropriate usage and placement of any identifying Route 1 materials on vehicles, including bus wraps, or other appropriate industry accepted signage as agreed upon, and paper schedules.
3. Use Americans with Disabilities Act (ADA) accessible light transit vehicles (LTVs) with a seated capacity of no less than 16 persons, equipped with automated vehicle locators (AVL) and which comply with all applicable federal and state laws and regulations.
4. Agree that if any vehicle intended for, or normally used for Route 1 service is inoperable for any reason, MV Transportation will immediately deploy another vehicle of equal or greater seating capacity which is compliant as required in subsection 2.B.3. MV Transportation will ensure that any vehicle deployed will have either a bus wrap or other industry-accepted signage identifying it as a GoApex vehicle.
5. MV Transportation shall operate Route 1 in accordance with all governing agency regulations and shall be held to the same standard and shall exercise the same degree of care, skill, and judgment in the performance of services as is ordinarily provided by a similar professional under the same or similar circumstances at the time in North Carolina. MV Transportation is responsible for the maintenance, cleaning, and safe operation of all vehicles used in providing the Service as well as any claims, demands, suits or losses, including all costs connected therewith, for any damages which may be asserted, claimed or recovered for personal injury, including bodily injury or death and/or property damage, including loss of use thereof, resulting from the negligence of MV Transportation.
6. Maintain, throughout the term of the Agreement and any extensions of the term, commercial general liability, auto and umbrella/excess insurance policies at its expense, covering personal injury and property damage on and in the vehicles and inside and outside the park and ride lots. The policies shall have at least the coverage amounts specified in Section 19 of this Agreement and at no time during the term of this Agreement shall coverage amounts be less than the coverage amounts required of MV Transportation by the GoCary Agreement. Cary and Apex shall be named as an additional insured on the general liability, business auto liability, and umbrella/excess policies and the policies will be primary and non-contributory. At Apex or Cary's written request, MV Transportation shall provide certificates of insurance referencing that the coverage is primary and non-contributory with copies of the Additional Insured Endorsement attached. Apex or Cary may request complete, certified copies of the policies. Notwithstanding the foregoing, neither the requirement of MV Transportation to have sufficient insurance nor the requirement that Cary and Apex are named as additional insureds, shall constitute waiver of either Town's governmental immunity in any respect, under North Carolina law.
7. Prepare and maintain on a form developed by Cary or MV Transportation

on-going statistical, operational, and service data related to Route 1 separately from regular GoCary data. This includes but is not limited to the following: Vehicle Pre-Trip Inspection Checklist sheets, monthly reports that include total road calls, passenger trips, vehicle miles and vehicle hours, and any other daily, monthly, and/or annual data as required by FTA under the National Transit Database (NTD) program requirements. This information shall be provided to Apex upon request.

8. Report all passenger or vehicle accidents to Cary within one (1) hour of occurrence and follow-up with a detailed written accident report within twenty-four (24) hours. Cary will provide this information to Apex's Planning Director and/or designee by email as soon as is reasonably practical, but no more than 48 hours after the accident.

C. Apex shall have the following responsibilities:

1. Apex shall build or provide ADA accessible bus stops as identified in Exhibit C, or additional future bus stops proposed by Apex with Cary's written approval. Apex shall maintain the bus stops used for the Service as identified in Exhibit C. Exceptions are stops that are either: (1) shared by a regional provider or (2) located on private property. Maintenance includes maintaining and upkeeping all associated transit amenities, including cutting or trimming of any vegetation; routine cleaning of the transit amenities, including the removal of litter and trash from trash receptacles; snow and ice removal; and maintaining ADA accessible conditions.
2. Provide employees of MV Transportation with access to restroom facilities during all periods of revenue service, including any keys or other methods of entry needed to access such a facility. These locations will be agreed to in writing by all parties.
3. Obtain National Transit Database (NTD) ID and complete annual NTD reporting.
4. Determine the fare, if any, to be charged for the Service. The initial service will be implemented fare-free. If Apex decides to charge a fare, Apex is solely responsible for determining and procuring technology, developing policies and procedures, conducting public involvement and marketing, and paying any associated implementation and operating costs.
5. Respond to all communications and requests by Cary within ten (10) business days, unless such communication or request is specifically identified by Cary as an "Urgent Operational Concern," in which case Apex will respond within two (2) business days.
6. Establish and implement a plan for marketing Route 1, including: designing and printing schedule brochures or other informational literature; providing such literature to Cary for distribution on vehicles; and following, at a minimum, engagement standards outlined in the Wake

Transit Public Engagement Policy (“Engagement Policy”). Materials must be consistent with the service provided. Materials with a GoCary logo, image of a vehicle or person covered by the GoCary Agreement, or any other reference to GoCary, are subject to Cary review and approval to ensure accuracy of information. Images of vehicles or person(s) covered by the GoCary Agreement may be pre-approved for general use in public materials, eliminating the need for review and approval for each use.

7. Report all Route 1 operating statistics in compliance with the deliverables associated with the Wake Transit Operating Agreement.

3. Funding and Billing

- A. Apex will pay for the cost of installing GoApex branding on the bus operating the Service. MV Transportation shall provide a quote for the installation of the images subject to Town of Apex approval. Following completion and inspection of the installation by the Town of Apex, Town of Cary shall invoice the Town of Apex. The invoice shall be paid by the Town of Apex within 30 days of receipt. Apex is responsible for any costs associated with the removal of branding and other identifying characteristics from vehicles and the cost to fabricate and install replacement GoCary wraps on the vehicles at the conclusion of the service agreement.
- B. Apex will pay Cary the annual operating cost for the Route 1. Costs may be reduced based on any grants, fare revenue collected, or other monetary contributions received from Cary from any other party, if applicable. The annual operating cost as agreed by the Parties is determined by the following formula: operating cost per hour (\$97.50) multiplied by the number of platform hours per day multiplied by the number of operating days per year. Platform hours are the revenue plus deadhead hours (deadhead hours are times when the bus is away from the maintenance facility but not in revenue service, including travel to and from the facility to the service start/end location). Cary will inform Apex of any changes to its operating cost per hour and the justification therefore, no later than February 15th of each year. Operating cost is a fully allocated rate which includes the full cost of the service provided by MV Transportation, fuel, capital expenses and overhead for Cary. It is expected that, at a minimum, the operating cost per hour will be adjusted based on the Municipal Cost Index (MCI), as calculated by Cary.

All service information will be reported to the National Transit Database (NTD). Apex must obtain an NTD ID and submit all Route 1 data. Cary and MV Transportation will assist Apex in this reporting. As a result, Cary and Apex agree that the provision of Route 1 service may increase the amount of Federal Transit Administration (FTA) formula grant funding that can be acquired by Cary. If Cary secures FTA Section 5307 and Section 5339 formula grant funds that are attributable to Route 1, Cary will deduct from its billing of Apex for the operation of Route 1 an amount equal to the share of FTA Section 5307 and Section 5339 funds allocated to Cary for the preceding

federal fiscal year (October 1 – September 30) that is attributable to Route 1, starting with the fourth fiscal year following the first fiscal year of annual reporting. This deduction may be applied on a prorated monthly basis.

- C. Cary will provide a monthly invoice to Apex within fifteen (15) days after the end of each month of Service. Apex shall reimburse Cary within thirty (30) days of receipt of an invoice. In the event Apex finds any part of an invoice inconsistent with this Agreement, Apex shall clearly identify and provide evidence to Cary of any inconsistent or erroneous expenses within ten (10) days of receipt of an invoice and Cary will work in good faith to determine if there is an error in the invoice.
- D. MV Transportation will be compensated by Cary pursuant to the terms of the GoCary Agreement.

4. ADA and Paratransit Requirements

- A. MV Transportation agrees to provide Route 1 service in a manner that meets all applicable ADA public transit requirements, including the policies, regulations and training of all operators in the safe use of all ADA equipment. Requirements may include, as appropriate, providing ADA accessible vehicles on fixed route service, knowledge of mobility device tie-down procedures, operation of bus kneeling feature (if available), appropriate use of the public address and talking bus technologies, and knowledge of service animal regulations.
- B. Apex will be responsible for providing all complementary ADA paratransit service to Route 1. Cary and MV Transportation will not be required to provide complementary ADA paratransit service as part of this Agreement.

5. Technology

MV Transportation agrees to install and utilize the standard technology platform agreed to between Cary and MV Transportation, including Computer-Aided Dispatch/Automated Vehicle Locator systems (CAD/AVL), equipment for counting passenger totals, camera systems, Automated Passenger Counters (APCs), head signs, announcement systems, wi-fi routers, real-time passenger information, and communication systems between drivers and dispatch. Costs of these platforms will be included in the hourly rate.

6. Termination for Failure to Perform ("Breach")

The Parties agree that in the event that a Party breaches any provision of this Agreement, within sixty (60) days of receipt of written notice from a non-breaching Party, the breaching Party will cure the breach to the reasonable satisfaction of the non-breaching Party if the breach can be cured. Any breach of this Agreement

materially impacting operation of GoApex service (“Operation Breach”) shall require immediate response and a plan of action to cure the breach within fifteen (15) days of receipt of written notice from a non-breaching party which clearly states that such breach is considered an Operation Breach. If the breach is not timely cured, or cannot be cured, then, the non-breaching Party may, at its election, terminate the Agreement. The Parties will cooperate on a winding down of the Service, including reasonable notice to the public. Apex shall pay Cary for Service provided prior to date of termination.

7. Termination for Convenience

Any Party may terminate this Agreement at any time for any reason, provided the terminating Party provides a minimum of one hundred eighty (180) days advance written notice to the other Parties. In this event, the Parties will cooperate on a winding down of the service, including reasonable notice to the public. Apex shall pay Cary for the Service provided prior to the date of termination.

8. Customer Information and Complaint Handling

- A. Apex agrees to receive and respond to customer complaints regarding stop-related issues applicable to Route 1.
- B. MV Transportation will utilize existing customer service and dispatch staff during all hours of operation to respond to inquiries about immediate operational concerns. MV Transportation will work to resolve complaints within 48 hours of receipt, with follow-up to the complainant within one week after receipt. MV Transportation will maintain a separate complaint log that will include both the nature of the complaint and the resolution thereof and share with Cary and Apex on a monthly basis.
- C. The GoTransit Regional Information Center, operated by GoTriangle, is the call center responsible for most transit-related inquiries in the Triangle region. Cary contracts with GoTriangle for usage of this call center. Apex, in coordination with Cary, agrees to provide current schedule and stop location information to the Regional Information Center, which the Parties agree will serve as the primary point of contact for customer information about Route 1.

9. Further Agreements

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 due diligence to provide for and carry out the purpose of this Agreement.

10. Amendment

Any modification of this Agreement shall be made by Written Agreement.

11. Notices

Any notice given pursuant to this Agreement shall be deemed given if delivered by hand or if deposited in the United States Mail, postage paid, certified mail, return receipt requested and addressed as follows:

If to Cary:

Transit Administrator
Town of Cary
316 N. Academy St.
Cary, NC 27513

With a copy to:

Senior Transit Planner (Service)
Town of Cary
316 N. Academy St.
Cary, NC 27513

If to Apex:

Town Manager
Town of Apex
Physical - 73 Hunter Street
Mail - PO Box 250
Apex, NC 27502

And with copy to:

Senior Long Range Transit Planner
Town of Apex
Physical - 73 Hunter Street
Mail - PO Box 250
Apex, NC 27502

If to MV Transportation:

Regional Vice President for Division 178
MV Transportation, Inc.
2711 N. Haskell Av., Suite 1500-LB2
Dallas, TX 75204

With a copy to: contractsreview@mvtransit.com

12. Binding Effect

This Agreement shall be binding upon and inure to the benefit of the Parties and their agents, grantees, successors, and assigns.

13. Dispute Resolution

In the event a dispute arises between the Parties to this Agreement concerning a question of fact in connection with the requirements of this Agreement or compensation therefore, the Parties agree to bargain in good faith towards a mutual resolution. If the Parties, after honest good faith negotiations, cannot reach an agreement, then either Party may adjudicate their dispute as allowed by North Carolina State Law.

14. Force Majeure

The Parties shall not be liable to each other for any failure, delay, or interruption of service or for any failure or delay in the performance of any obligation under this contract due to strikes, walkouts, unusual adverse weather, governmental restriction, enemy action, civil commotion, unavoidable casualty, unavailability of fuel or parts, epidemic, pandemic, or other similar acts beyond the reasonable control of the Parties (“Force Majeure Event”). In the event a Party believes a Force Majeure Event has occurred (“Invoking Party”), the Invoking Party shall provide written notice to the other Party within fifteen (15) days of the date on which the Invoking Party determines that the Force Majeure Event will render performance to be impossible (including temporary delays). Thereafter, the Invoking Party shall diligently and in good faith act to the extent within its power to remedy the circumstances affecting the specific performance noticed and to complete its performance in as timely a manner as is reasonably possible. In no event shall the delayed performance be longer than the duration of the noticed Force Majeure Event without the joint written approval of the other Party.

15. Verification of Work Authorization

All Parties, and any permitted subcontractors, shall comply with Article 2, Chapter 64, of the North Carolina General Statutes.

16. Compliance with Federal Laws and Regulations

The following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable), unless a more stringent state or local law or regulation is applicable: Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland “Anti-Kickback” Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324); and any other federal

provisions required by law.

17. Cary Branding

Apex and MV Transportation shall not use the seal, logo, or any other branding identifiers of GoCary or the Town of Cary.

18. Representations and Warranties

The individuals signing the Agreement have the right and power to do so and bind their respective parties to the obligations set forth herein, and such individuals do so personally warrant that they have such authority.

19. Insurance

MV Transportation and MV Transportation's permitted subcontractors shall purchase and maintain on a primary basis and at its sole expense during the term and for three years after the termination of this Agreement insurance or self-insurance for the following: protection from claims under Worker's or Workmen's Compensation Acts covering claims arising out of or related to bodily injury, including bodily injury, sickness, disease or death of any of MV Transportation's employees or subcontractors; Commercial General Liability Insurance, including contractual liability and covering bodily injury, property damage, products and completed operations and personal injury; Commercial Automobile Liability Insurance, including owned, hired and non-owned vehicles, if any, covering bodily injury and property damage; Cyber Liability covering infringement, information theft, release of private information, damage, destruction and alteration of electronic information, extortion, network security, breach response costs, and regulatory fines; and Professional Liability/Errors & Omissions Insurance (if applicable) covering claims arising out of or related to MV Transportation's performance under this Agreement.

Minimum limits of insurance coverage are:

General Liability	\$2,000,000 per occurrence/ \$2,000,000 aggregate
Commercial Automobile Liability	\$2,000,000 CSL
Commercial Excess/Umbrella Liability	\$5,000,000 per occurrence
Workers Compensation	Statutory Limits
Employer's Liability	\$500,000 each accident
Professional Liability	\$1,000,000 per claim
Cyber Liability	\$2,000,000 per claim and aggregate

MV Transportation may satisfy the insurance limits above with a combination of primary and umbrella/excess liability insurance policies or self-insurance. Umbrella/Excess liability shall follow form as to each of the underlying policies. Any available insurance proceeds in excess of or broader than the specified minimum limits of insurance and coverage shall be available to Cary and Apex, as applicable based on loss.

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Insurers

The minimum insurance ratings for any company insuring MV Transportation shall be Best's A- or a qualified self-insurance program approved by the state of North Carolina. Should the ratings of any insurance carrier fall below the minimum rating, Cary or Apex, may, at their option, require MV Transportation to purchase insurance from a company whose rating meets the minimum standard. MV Transportation's insurance carrier(s) shall be authorized to do business in the state of North Carolina. If MV Transportation is unable to find an authorized carrier for any line of insurance coverage, MV Transportation shall notify Cary in writing. Cary shall then notify Apex.

Additional Insured Status

All insurance policies (except Workers Compensation and Professional Liability) shall name Cary and Apex, and each Town's elected officials, officers, employees, and volunteers as additional insureds.

Notice of Cancellation

Each policy shall provide that Cary and Apex shall receive not less than thirty (30) days prior written notice, when available, of any cancellation or non-renewal of coverage of any of the policies. Upon notice of such cancellation, non-renewal or if a policy's limits are exhausted, MV Transportation shall procure substitute insurance so as to assure Cary and Apex that the minimum limits of coverage are maintained continuously throughout the periods specified herein.

Primary

MV Transportation's insurance coverage shall be primary for any claims related to this Agreement.

Waiver of Subrogation

The insurer shall have no right of recovery or subrogation against Cary or Apex, or either Town's agents or agencies, it being the intention of the parties that the insurance policies shall protect Cary and Apex and be primary coverage for any and all losses covered by the policies.

Verification of Coverage

A certificate of insurance and all endorsements required shall be provided at, or prior to, execution of this Agreement. Cary's or Apex's review or acceptance of certificates of insurance shall neither relieve MV Transportation of any requirement to provide the specific insurance coverage set forth herein nor shall it constitute a waiver or acknowledgement of satisfaction of the specific insurance requirements set forth in this Agreement.

Certificate Holder addresses should read:

Town of Cary
PO Box 8005
Cary, NC 27512-8005

Town of Apex
PO Box 250
Apex, NC 27502

Special Risks or Circumstances

Cary, with prior written consent from the Town of Apex, reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. Written consent from Apex may be provided by electronic communication.

20. Indemnification

To the fullest extent permitted by law, MV Transportation shall indemnify and hold harmless Cary and Apex, their elected officials, officers, and employees, from and against any and all claims, costs, civil penalties, fines, losses, and damages (including but not limited to professionals' fees and charges and all court or other dispute resolution costs) (collectively "Claims"), by whomsoever brought or alleged, arising out of, resulting from, or in connection with (a) any breach by MV Transportation of any term or condition of Agreement, (b) any breach or violation by MV Transportation of any applicable law or regulation, or (c) any other cause resulting from any act or failure to act by MV Transportation under this Agreement, but only to the extent caused by any negligence, act, or omission of MV Transportation. This indemnification shall survive the termination of Agreement.

21. Independent Contractor

MV Transportation is an independent contractor and is solely responsible for its Services and the supervision of its employees and permitted subcontractors. All persons assigned by MV Transportation to provide Services pursuant to this Agreement shall, for all purposes of this Agreement, be considered employees of MV Transportation only. MV Transportation shall assume the sole and exclusive responsibility for the payment of wages to individuals for services performed under this Agreement and the withholding of all applicable Federal, State, and local taxes, unemployment insurance, and maintaining workers compensation coverage in an amount and under such terms as required by law. If Cary notifies MV Transportation in writing that any person providing Services appears to be incompetent, disorderly, or otherwise unsatisfactory to Cary or Apex, such person shall be removed from the project and shall not again be employed on it except with the prior written consent of Cary. No extension to any "Milestone Date" or completion date will be granted for replacement of such personnel or subcontractors.

22. Public Records

All parties acknowledge that records in the custody of Cary or Apex may be public records and subject to public records requests. Cary or Apex may provide copies of such records, including copyrighted records, in response to public record requests, except that, upon request of and indemnification by MV Transportation, the Town will not disclose records that meet all of the requirements of a trade secret as set forth in

N.C.G.S. 66-152, that are specifically designated as “trade secret” or “confidential” at the time of initial disclosure by the Contractor, and that are otherwise entitled to protection under N.C.G.S. 132-1.2(1).

23. Entire Agreement; Amendments to Agreement

This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral, including clickthrough agreements, clickwrap agreements, clickwrap licenses, or similar non-reciprocal agreements (collectively, “clickthrough agreement”). Agreement may be amended only by written amendment signed by both parties. Neither party may amend, or seek to amend, this Agreement by clickthrough agreement.

24. Dissemination of Information.

Cary takes efforts to assure that accurate information about Cary is disseminated such that neither the public trust nor the public’s perception of Cary impartiality is compromised. MV Transportation and Apex, mindful of those efforts, agrees that they shall not publicly disseminate any information concerning Cary or GoCary, to include images of vehicles or people covered by the GoCary Agreement, without prior approval from Cary. Images of vehicles or person(s) covered by the GoCary Agreement may be pre-approved for general use in public materials, eliminating the need for review and approval for each use. Any approval given by Cary may be given with certain stipulations, such as Cary participation in the creation of the public product or Cary review and the option to refuse ultimate release of the final product should it fail to meet Cary’s standards and goals. “Publicly disseminate” means but is not limited to electronic, video, audio, photographic or hard copy materials serving as, in whole or part, advertising, sales promotion, professional papers or presentations, news releases, articles, or other media products, and/or business collateral pieces. Notwithstanding the foregoing, the parties agree that MV Transportation may list Cary as a reference in response to requests for proposal and may identify Cary as a customer in presentations to potential customers.

25. Non-Exclusive Remedies/No Waiver

The selection of one or more remedies for breach shall not limit a party’s right to invoke any other remedy available under Agreement or by law. No delay, omission or forbearance to exercise any right, power or remedy accruing to a party shall impair any such right, power or remedy or shall be construed to be a waiver of any breach hereof or default. Every right, power or remedy may be exercised from time-to-time and as often as deemed expedient.

26. Survival

All representations, indemnifications and other terms and conditions of Agreement which by their nature should survive Agreement termination shall survive its expiration or termination.

27. No Waiver of Immunity

Nothing in this Agreement shall be construed to mandate purchase of insurance by Cary pursuant to N.C.G.S. 160A-485 or to in any way waive Cary's defense of governmental immunity from any cause of action alleged or brought against any Party for any reason if otherwise available as a matter of law. No officer, agent or employee of either Cary or Apex shall be subject to any personal liability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute this Agreement in their official capacities only, and not in their individual capacities. This section shall not relieve any such officer, agent or employee from the performance of any official duty provided by law.

28. Gifts and Favors

MV Transportation shall become aware of and comply with laws related to gifts and favors, conflicts of interest and the like, including N.C.G.S. §14-234, N.C.G.S. §133-1, and N.C.G.S. §133-32.

29. Nondiscrimination

No party shall discriminate in violation of any federal, state, or local law. MV Transportation and Apex shall comply with the Americans with Disabilities Act of 1990 ("ADA").

30. Electronic Version of Agreement

Cary 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.

31. No Third Party Beneficiaries

Unless otherwise explicitly stated, there are no third-party beneficiaries to Agreement.

32. Electronic Signatures

Apex and MV Transportation acknowledge and agree that the electronic signature application DocuSign may be used, at the sole election of Cary, to execute this Agreement and any associated documents. By selecting "I Agree," "I Accept," or other similar item, button, or icon via use of a keypad, mouse, or other device, as part of the DocuSign application, Apex and MV Transportation consents to be legally bound by the terms and conditions of this Agreement and that such act constitutes Apex and MV Transportation's signature as if actually signed by Apex and MV Transportation in writing. Apex and MV Transportation also agree that no certification authority or other third-party verification is necessary to validate its electronic signature and that the lack of such certification or third-party verification will not in any way affect the

enforceability of its electronic signature. Apex and MV Transportation acknowledge and agree that delivery of a copy of this Agreement or any other document contemplated hereby, through the DocuSign application, will have the same effect as physical delivery of the paper document bearing an original written signature.

33. Recitals

The Recitals are incorporated into this Agreement.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officials

APEX, Town of Apex

Town Manager

Date

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

Finance Director

Date

MV TRANSPORTATION, MV Transportation, Inc.

Chief Financial Officer

Date

CARY, Town of Cary

Assistant Town Manager

Date

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

Deputy Finance Officer

Date

Exhibit A

Initial Span of Revenue Service

Monday – Saturday 6:00 AM to 10:00 PM

GoApex Route 1 does not operate on the following holidays:

New Year's Day

Martin Luther King Jr.'s Birthday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Eve

Christmas Day

Exhibit B

Initial GoApex Route 1 Map

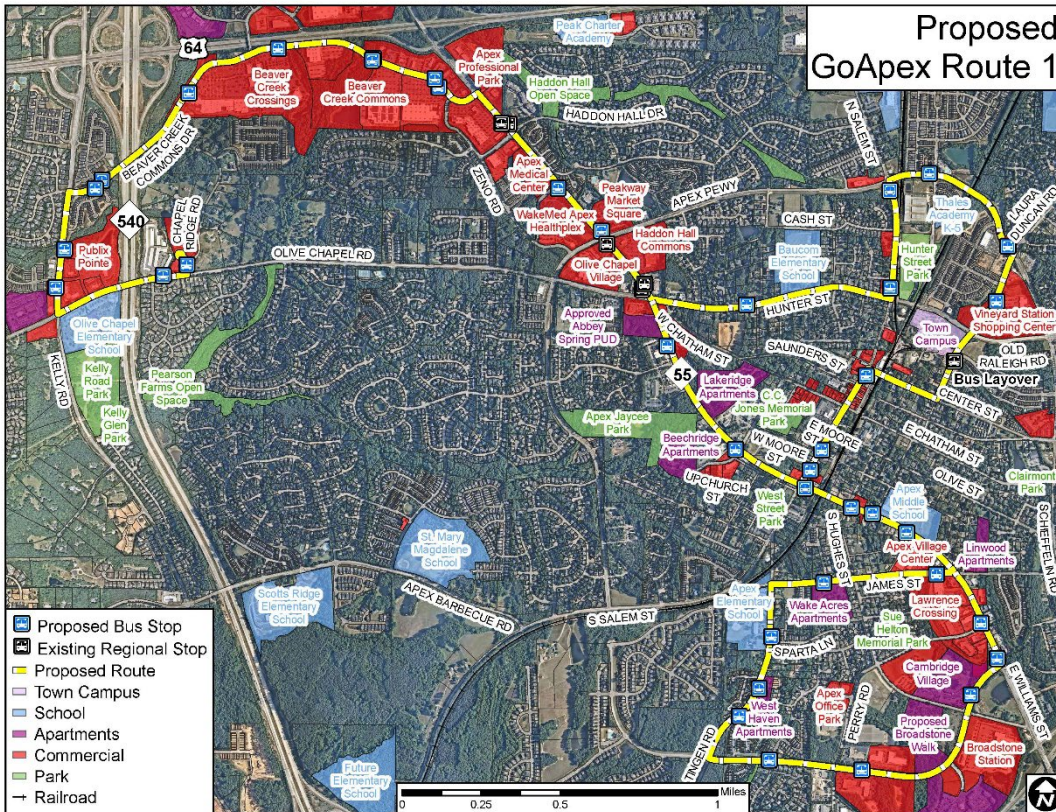


Exhibit C**GoApex Route 1 Initial Bus Stops and Commitments**

Route Order	Bus Stop ID	Bus Stop Name	Direction	Latitude	Longitude	Built by Town of Apex?	Maintained by Town of Apex?	Shared by a regional provider?	Amenities on private property?
1	1452	N Mason St at Old Mill Village Dr (Town Hall (NB))	NB	35.732839	-78.845471	No	Trash removal only	Yes (GoTriangle 305)	
2	1165	Laura Duncan Rd at Vineyard Station (NB)	NB	35.735576	-78.843081	Yes	Yes	Yes (GoTriangle 305)	
3	16005	Apex Peakway at Laura Duncan Rd	WB	35.738116	-78.842433	Yes	Yes		
4	16007	Apex Peakway at Ambergate Station	WB	35.741476	-78.846851	Yes	Yes		
5	16009	N Salem St at Apex Peakway	SB	35.740682	-78.849079	Yes	Yes		
6	11371	N Salem St at Hunter St (Liberty Station (SB))	SB	35.73621	-78.849066	Yes	Yes	Yes (GoCary ACX)	
7	16013	Hunter St at Hillcrest Rd	WB	35.735441	-78.857171	Yes	Yes		
8	1593	W Williams St at Hunter St (NB)	NB	35.736411	-78.862941	No	No	Yes (GoTriangle 311)	
9	16017	W Williams St at Apex Peakway (NB)	NB	35.738837	-78.865363	Yes	Yes		
10	1725	W Williams St at Haddon Hall Dr (NB)	NB	35.743772	-78.870595	No	No	Yes (GoTriangle 311)	
11	16021	Beaver Creek Commons Dr at Chick-fil-A (WB)	WB	35.745855	-78.874754	Yes	Yes		
12	16023	Beaver Creek Commons Dr at Beaver Creek Greenway (WB)	WB	35.7468	-78.878228	Yes	Yes		
13	16027	Beaver Creek Commons Dr at Diamond Dove Ln (WB)	WB	35.741207	-78.893545	Yes	Yes		
14	16029	Kelly Rd at Evening Star Dr (SB)	SB	35.736275	-78.896151	Yes	Yes		
15	16031	Chapel Ridge Rd at Olive Chapel Professional Park	SB	35.737313	-78.888764	Yes	Yes		

Route Order	Bus Stop ID	Bus Stop Name	Direction	Latitude	Longitude	Built by Town of Apex?	Maintained by Town of Apex?	Shared by a regional provider?	Amenities on private property?
16	16033	Olive Chapel Rd at Western Wake Crisis Ministry	WB	35.736819	-78.890092	Yes	Yes		
17	16035	Kelly Rd at Publix Pointe (NB)	NB	35.738028	-78.895671	Yes	Yes		
18	16037	Beaver Creek Commons Dr at Diamond Dove Ln (EB)	EB	35.740821	-78.893927	Yes	Yes		
19	16039	Beaver Creek Commons Dr at Beaver Creek Crossings West	EB	35.745216	-78.888646	Improved	No		Yes
20	16041	Beaver Creek Commons Dr at Regal Cinemas	EB	35.747255	-78.883581	Yes	Yes		
21	16043	Beaver Creek Commons Dr at Beaver Creek Greenway (EB)	EB	35.746706	-78.878278	Yes	Yes		
22	16045	Beaver Creek Commons Dr at Lowe's (EB)	EB	35.745468	-78.874547	Improved	Yes		Yes
23	1731	W Williams St at Haddon Hall Dr (SB)	SB	35.743802	-78.871002	No	No	Yes (GoTriangle 311)	
24	16049	W Williams St at Healthplex Way (SB)	SB	35.740806	-78.867814	Yes	Yes		
25	1723	W Williams St at Apex Peakway (SB)	SB	35.738247	-78.865063	No	No	Yes (GoTriangle 311)	
26	1447	W Williams St at Olive Chapel Rd (SB)	SB	35.736155	-78.863075	No	No	Yes (GoTriangle 311)	
27	16055	W Williams St at Bryan Dr (Post Office)	SB	35.733557	-78.861665	Yes	Yes		
28	16057	W Williams St at Upchurch St	SB	35.728802	-78.85782	Yes	Yes		
29	16059	E Williams St at Salem St	SB	35.727015	-78.8539	Yes	Yes		
30	16061	E Williams St at S Hughes St (Park and Ride (SB))	SB	35.726105	-78.851297	Yes	Yes		
31	16063	E Williams St at Apex Village Center (SB)	SB	35.724946	-78.848173	Yes	Yes		

Route Order	Bus Stop ID	Bus Stop Name	Direction	Latitude	Longitude	Built by Town of Apex?	Maintained by Town of Apex?	Shared by a regional provider?	Amenities on private property?
32	16065	E Williams St at Perry Rd	SB	35.720795	-78.843994	Yes	Yes		
33	16067	E Williams St at Apex Peakway	SB	35.71916	-78.843082	Yes	Yes		
34	1183	Apex Peakway at S Hughes St (Cambridge Village)	SB	35.717491	-78.844572	Yes	Yes	Yes (GoTriangle 305)	
35	16071	Apex Peakway at Norris Park	WB	35.714045	-78.850733	Yes	Yes		
36	16073	Apex Peakway at Shackleton Rd	WB	35.714521	-78.855948	Yes	Yes		
37	16075	Tingen Rd at Baberton Dr	NB	35.716528	-78.857636	Yes	Yes		
38	16077	Tingen Rd at Peace Haven Pl	NB	35.717794	-78.856513	Yes	Yes		
39	16079	Tingen Rd at Sparta Ln	NB	35.720186	-78.855802	Yes	Yes		
40	16081	James St at Germaine St	EB	35.72266	-78.852845	Yes	Yes		
41	16083	James St at E Williams St	EB	35.723031	-78.846483	Yes	Yes		
42	16085	E Williams St at S Mason St (Apex Middle School (NB))	NB	35.725827	-78.8501	Yes	Yes		
43	16087	S Salem St at Williams St	NB	35.727836	-78.853603	Yes	Yes		
44	16089	S Salem St at Moore St	NB	35.728765	-78.852957	Yes	Yes		
45	16091	N Salem St at The Depot	NB	35.732186	-78.85045	Yes	Yes		

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PUBLIC HEARING

Meeting Date: June 14, 2022

Item Details

Presenter(s): Shawn Purvis, Assistant Town Manager

Department(s): Administration

Requested Motion

Public hearing to receive resident input on the FY22-23 Recommended Budget with possible motion to adopt the FY2022-2023 Annual Budget Ordinance and FY2022-2023 Fee Schedule

Approval Recommended?

Yes

Item Details

The purpose of this public hearing is to allow for resident input on the FY22-23 Recommended Budget due to requested changes to the budget by Council after the original public hearing. The primary change is an increase in the tax rate from the originally proposed \$0.399 to \$.41, increasing the General Fund budget by \$1,192,200. This revised budget includes \$118,600 for an additional housing programs position and \$1,073,600 to be allocated to the Recreation Capital Reserve. The housing position allocation is included in the Community and Neighborhood Connections Department and represents salary, benefits, insurance, and taxes estimated for the position. The allocation for the recreation capital projects is shown as a transfer to the Recreation Capital Reserve in the General Fund Other Uses account. This transfer also increases the Recreation Capital Reserve budget by the corresponding amount.

If there are no additional changes or considerations for the budget, Council may choose to adopt the budget following the public hearing. If further deliberation is needed, Council will need to adopt the budget at its June 28 meeting or call a special meeting to adopt the budget prior to July 1.

Attachments

- Budget Message
- Budget Ordinance
- Fee Schedule
- Proposed New Positions



Town of Apex, North Carolina FY 2022 – 2023 Annual Budget

Budget Message

The Honorable Jacques K. Gilbert, Mayor
Members of the Apex Town Council

Dear Mayor Gilbert and Apex Town Council:

In accordance with the Local Government Budget and Fiscal Control Act and NC General Statute 159-11, I am pleased to present the proposed Annual Budget for Fiscal Year 2022-2023 for your consideration.

Multiple factors influence the annual budget process, including the condition of the national, state, and local economies and the needs identified in our community by elected officials, staff, advisory boards, and residents. While our most recent resident survey responses were overwhelmingly positive, and the town continues to receive AAA bond ratings from Standard & Poor's Corporation and Aaa with Moody's Investors Service, there are opportunities for improvement, and the town will continue to strive to provide outstanding services. Considering the external effects of the economy, the needs identified for our community, and feedback from the residents' survey, the proposed budget represents a significant amount of careful consideration and study in order for the town to meet its obligations, fulfill its goals, and remain fiscally healthy.

During budget preparation, town staff followed guidance from Town Council's strategic goals to develop a proactive budget that will balance improving current town programs and services with development of new programs and projects. In September 2021, Town Council asked the Executive Leadership Team to incorporate staff expertise into the Council's vision, mission, and strategic goals as part of the town's further development of its strategic plan. The budget will highlight Town Council's strategic goals throughout and present elements from the strategic plan and selected performance indicators. Town Council's strategic goals are:

High Performing Government: Deliver exceptional service valuing an engaged workforce with an emphasis on efficiency, collaboration, innovation, and inclusion.

Responsible Development: Encourage equitable and sustainable development that provides accessibility and connectivity throughout the community.

Environmental Leadership: Commit to sustaining natural resources and environmental well-being.

Economic Vitality: Improve and sustain an environment that invites and retains a diversity of residents, employment opportunities, and businesses.

Welcoming Community: Create a safe and welcoming environment fostering community connections and high-quality recreational and cultural experiences supporting a sense of belonging.



FY22-23 Budget Highlights

General Fund Expenditures	\$ 91,201,500
Electric Fund Expenditures	\$ 47,666,000
Water & Sewer Fund Expenditures	\$ 26,664,100
Non-major & Capital Fund Expenditures	\$ 12,533,200
Total Budget	\$178,064,800

Property Tax Rate \$0.41 per \$100 valuation
Property tax rate is \$.02 more than FY21-22

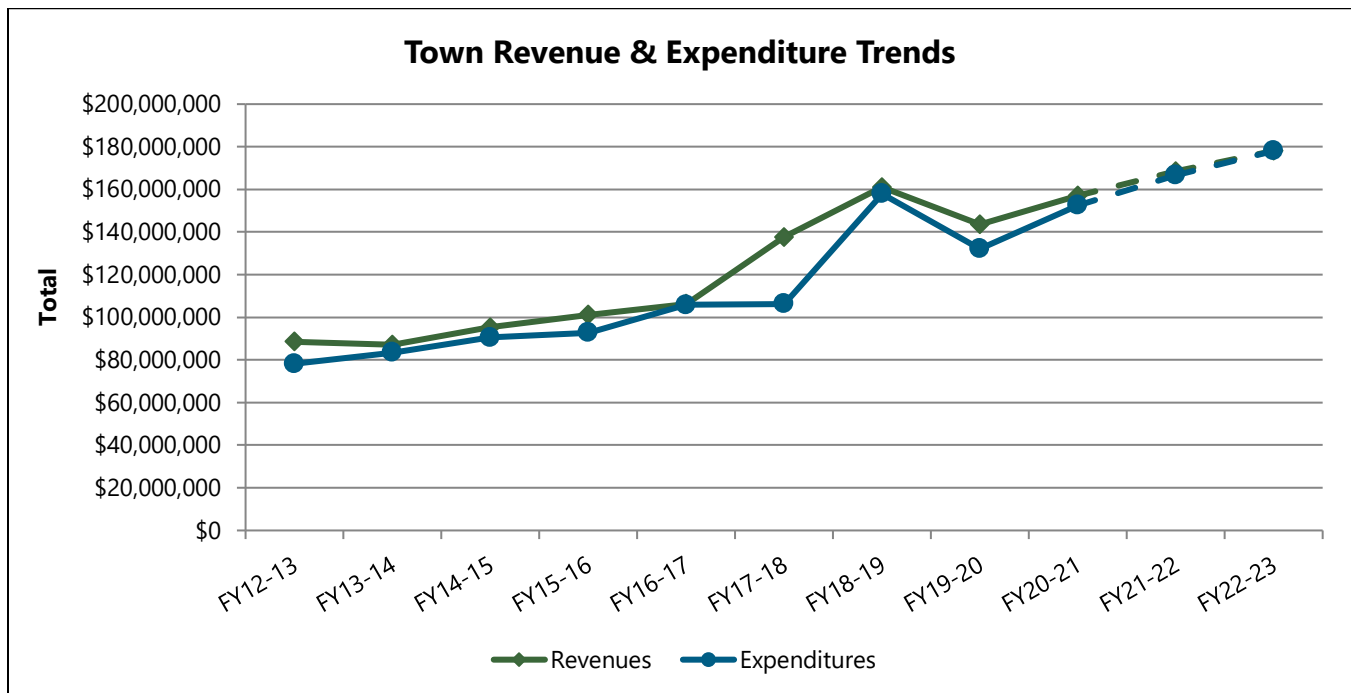
Electric Rates Residential - \$25.00 base charge, \$0.0942 per kWh energy charge
Base rate increase from \$15.05 to \$25.00, kWh charge decrease of 8.5%

Water Rates \$6.00 base charge, \$4.30 - \$6.65 per 1000 gal. consumption (tiered)

Sewer Rates \$10.75 base charge, \$7.46 per 1000 gal. consumption
Water base rate increase of \$0.46, volumetric rate increase of 1.5%
Sewer base rate increase of \$0.71, volumetric increase of 4%

Recommended Budget

The FY22-23 Recommended Budget totals \$178,064,800 for all town operations, capital improvements, and debt service requirements. This is \$8,845,201 (5.23 percent) more than the FY21-22 Amended Budget as of April 1, 2022. Following Town Council's direction, the budget is balanced with a tax rate of \$.41, an increase of \$.02 from the current tax rate. The budget includes a base rate increase and an energy charge decrease in electric rates, a base rate increase and 1.5 percent volumetric increase in water rates, a base rate increase and four percent volumetric increase in sewer rates, and use of \$3,620,000 in fund balance from the General Fund.

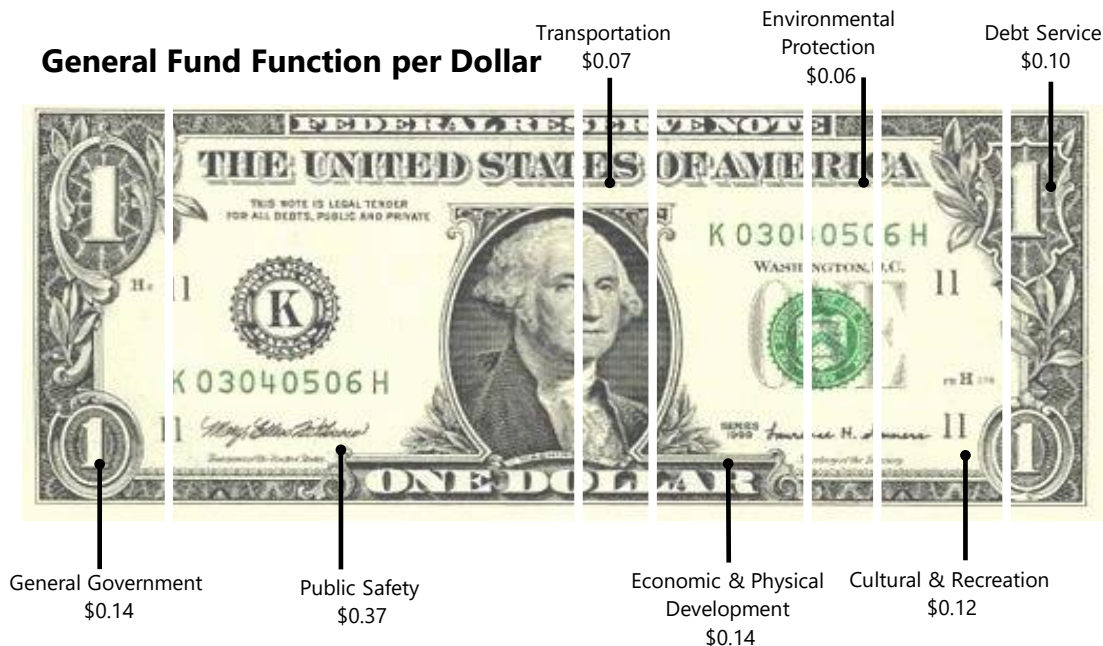


General Fund

The General Fund accounts for resources not required legally or by sound financial management to be accounted for in another fund. The General Fund includes services that cannot be operated as a business enterprise and rely on tax dollars as their primary source of revenue. The FY22-23 Recommended Budget for the General Fund totals \$91,201,500, which is 7.99 percent more than the FY21-22 Amended Budget of \$84,456,906 as of April 1, 2022.

General Fund Expenditures

Apex's population continues to grow at a rapid pace, with a five-year average of 7.6 percent. The new growth brings about increasing demands on town services. To keep pace with this demand and provide new services, the town must provide for necessary resources in the budget. These resources include personnel, supplies, equipment, and investment in facilities and infrastructure. The Town of Apex is dedicated to sound financial management and diligently evaluates all expenditures to maintain a responsible budget and demonstrate good stewardship of public funds. The town's 24 General Fund departments and divisions can be grouped into six primary function areas. More than one-third of every dollar spent in the General Fund goes toward public safety, which includes police, fire, and emergency communications.



Comparing the FY22-23 Recommended Budget to the FY21-22 Amended Budget reveals operating expenses and capital expenditures are down from FY21-22 while increases in personnel costs and debt service drive the year-over-year increase. The largest increase in the FY22-23 Recommended Budget is for personnel costs. The combination of new positions, classification and compensation adjustments, health and dental insurance increases, and retirement rate increases all contribute to the 20.1 percent increase in personnel costs. Included in the 51 new positions for General Fund are 14 Fire department positions to staff Public Safety Station 6, which is scheduled to begin operation in early 2023. Within the 8.9 percent debt service increase is the first payment for installment financing for Public Safety Station 6 and the first interest payment for the 2021 transportation bonds to be sold in FY22-23.



General Fund Expenditures by Type					
Type	FY20-21 Actual	FY21-22 Budget	FY21-22 Estimate	FY22-23 Budget	Percent Change
Personnel	37,553,702	42,452,256	40,726,808	50,989,300	20.11%
Operating	15,262,070	23,831,259	21,453,297	23,217,400	-2.58%
Capital	11,448,767	10,128,326	9,476,130	8,237,100	-18.67%
Debt Service	6,931,923	8,045,065	8,119,900	8,757,700	8.86%
Total	\$71,196,462	\$84,456,906	\$79,776,135	91,201,500	7.99%

General Fund Department/Division Budgets					
Department/Division	FY20-21 Actual	FY21-22 Budget	FY22-23 Budget	Percent Change	FY21-22 Variance
Governing Body	169,148	326,450	256,100	-21.55%	(70,350)
Administration	1,434,298	2,208,676	1,695,100	-23.25%	(513,576)
Human Resources	1,379,528	1,930,407	1,988,600	3.01%	58,193
Information Technology	2,166,420	2,866,339	2,920,100	1.88%	53,761
Legal Services	458,514	546,419	578,800	5.93%	32,381
Economic Development	525,807	632,646	659,400	4.23%	26,754
Communications	-	-	562,100	-	562,100
Budget, Performance Mgmt. & Strategy	-	-	801,500	-	801,500
Finance	847,083	871,415	1,022,200	17.30%	150,785
Community & Neighborhood Connections	-	-	541,600	-	541,600
Planning	2,264,031	3,568,066	4,008,900	12.35%	440,834
Facility Services	1,563,280	2,496,279	1,432,600	-42.61%	(1,063,679)
Police	12,618,221	14,583,894	16,769,300	14.99%	2,185,406
911 Communications	1,080,347	1,288,631	1,548,700	20.18%	260,069
Fire	10,898,546	12,286,335	15,866,700	29.14%	3,580,365
Transportation & Infrastructure Development	1,167,706	1,466,762	3,409,000	132.42%	1,942,238
Public Works Administration	1,811,358	2,715,338	550,100	-79.74%	(2,165,238)
Streets	3,472,615	5,484,410	4,544,500	-17.14%	(939,910)
Solid Waste	5,189,105	6,298,116	5,854,600	-7.04%	(443,516)
Fleet Services	462,609	608,908	548,800	-9.87%	(60,108)
Inspections & Permitting	2,502,560	3,228,834	2,984,300	-7.57%	(244,534)
Parks & Recreation	5,041,211	6,636,489	7,242,200	9.13%	605,711
Cultural Arts Center	443,601	870,955	1,101,000	26.41%	230,045
Cemetery	37,840	50,800	51,000	0.39%	200
Special Appropriations	174,387	607,272	72,000	-88.14%	(535,272)
Other Uses	8,556,325	4,688,400	5,284,600	12.72%	596,200
Debt Service	6,931,923	8,045,065	8,757,700	8.86%	712,635
Contingency	-	150,000	150,000	0.00%	-
Total	\$71,196,462	\$84,456,906	\$91,201,500	7.99%	\$6,744,594

General Fund Capital Highlights

In order to continue providing outstanding services to the community, the town intends to continue investing in infrastructure and other capital needs during FY22-23. General Fund capital expenditures are noticeably less for FY22-23 at 9.03 percent as opposed to 11.99 percent in FY21-22 and 16.08 percent FY20-21. Even with a more positive economic outlook post-pandemic, Town Council recognized that beginning construction on the proposed transportation projects presented a challenge while relying only on natural revenue growth. To address this challenge, Town Council chose to seek a bond referendum in November 2021 for \$42 million in transportation projects to be completed over the next decade.



Additionally, Council has set a goal to increase capital spending to a level comparable to past years as a percentage of the overall General Fund budget. Analysis and projections to achieve this goal along with more information about capital projects, including project descriptions, expected funding sources, debt and operating impacts, and schedules, is located in the Capital Improvement Plan section of the budget document. Highlighted below are some of the significant capital projects included in the FY22-23 Recommended Budget. These projects are all related to General Fund activities and may be included in the General Fund budget or a corresponding capital project fund.

Annual Pavement Management – Street Resurfacing (\$2,000,000)

The town is responsible for maintaining over 220 miles of municipal streets with the annual resurfacing contract providing for most of the pavement maintenance needs. Street mileage is growing annually with ongoing development. This annual program addresses deficiencies in pavement condition throughout Apex to prevent issues such as potholes, alligator cracking, and rutting in order to provide a safe and reliable transportation system. The Powell Bill program provides an annual funding allocation from the state based on public centerline miles of road accepted and maintained by the town. Current and future resurfacing costs continue to exceed Powell Bill allocations. The proposed bond referendum includes \$5.0 million to address a backlog of pavement management projects.

GPS Emergency Vehicle Preemption (\$260,000)

In the first year, this project includes installing GPS preempt in 10 traffic signals and outfitting all fire vehicles with GPS preempt capability. Emergency vehicle preemption is designed to give emergency response vehicles a green light on their approach to a signalized intersection while providing a red light to conflicting approaches. Existing infrared preemption is only available for certain directions at four signals town wide and the Apex Fire Department no longer has infrared emitters.

Justice Heights Street Extension (\$250,000)

This project includes extending Justice Heights Street from its existing stub west of South Salem Street to intersect with the Apex Peakway and includes sidewalk on the north side of the street. The project would improve local connectivity for traffic flow south of NC 55 and pedestrian connectivity between Salem Street and Apex Peakway through the Justice Heights neighborhood. The FY22-23 Recommended Budget includes \$250,000 for study and design.

Felton Grove High School Road Improvements Cost Share (\$500,000)

This project will contribute funds toward offsite intersection improvements as part of the construction of proposed Felton Grove High School that are beyond the required improvements for Wake County Public School System (WCPSS). This project addresses capacity and safety issues at multiple access points to the school. Funding is being prioritized ahead of construction in order to enter into an agreement with the school with full payment in 2025.

Ragan Road Sidepath (\$200,000)

This project includes creating a connection from the current end of the Ragan Road sidepath to the American Tobacco Trail. Currently, there is no public access along Ragan Road to the American Tobacco Trail. Initial funding is for study and design.

Safe Routes to School (\$1,710,000)

The town annually budgets for Safe Routes to School (SRTS) projects to improve and add to existing town infrastructure related to pedestrian and bicycle traffic to and from schools. A portion of the 2021 transportation bonds are dedicated to SRTS projects. The FY22-23 Budget includes funding for Downtown Apex Safe Routes to School and transit connections, construction of a high-priority SRTS project serving Thales Academy, sidewalk along the east side of N. Salem Street from north of Apex Peakway to Peak United Methodist Church, design of a high priority SRTS project serving Apex Middle School, sidewalk along N.



Hughes Street from E. Chatham Street to Apex Community Center, and sidewalk along S. Mason Street from E. Moore Street to E. Chatham Street.

Tingen Road Pedestrian Bridge (\$150,000)

This allocation is for the study of a pedestrian bridge over the railroad crossing of Tingen Road. The current at-grade railroad crossing will be closed as part of the Apex Peakway Southwest Connector project per the agreement with CSX. A pedestrian bridge will provide members of the community a safe way to cross the railroad tracks on Tingen Road to access downtown Apex, multi-family residential developments, multiple churches, and Apex Elementary School. A feasibility study will determine more accurate scope and cost.

Wayfinding Signage Fabrication & Installation (\$320,000)

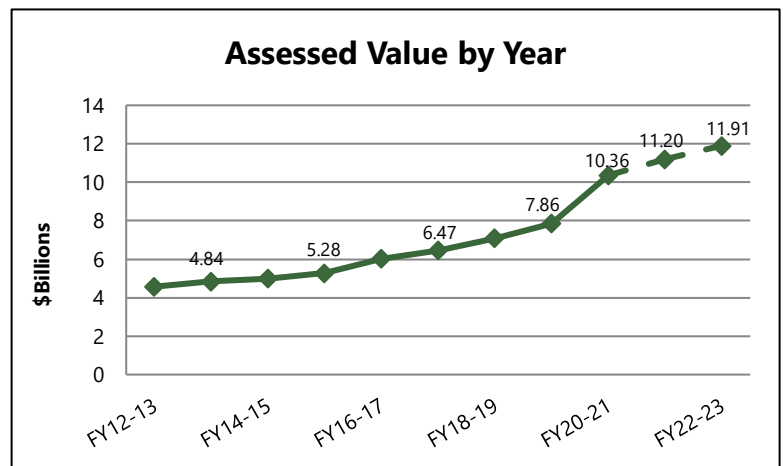
This project includes fabrication and installation of Wayfinding signage throughout town. Sign types include parking directional, vehicular directional, pedestrian directional, destination identification, and gateway signage. This project was identified as part of the Downtown Plan & Parking Study and is an extension of the Community Branding Study.

General Fund Revenues

The Town of Apex continues to experience growth in its primary revenue sources – ad valorem taxes and sales tax. Population growth, steady development, and increasing property values have naturally contributed to a growing tax base that helps Apex retain a modest tax rate while providing exceptional services. The total assessed value in Apex has increased by 160.4 percent in the past ten years, including revaluations in 2016 and 2020. The FY22-23 tax base for Apex is projected to grow by \$704,163,500 (6.29 percent) to \$11,905,025,641 and each penny on the tax rate is equivalent to \$1,189,312 in revenue. Excluding property tax and sales tax revenues and use of fund balance, all other General Fund revenues collectively represent a modest 1.28 percent increase from the FY21-22 Amended Budget. Overall, the FY22-23 Budget reflects a 7.99 percent increase in revenues when compared to the FY21-22 Amended Budget.

Ad Valorem Tax

Property taxes represent 53.4 percent of General Fund revenues. For FY22-23, the ad valorem tax base is an estimated \$11.91 billion, which will generate \$48.68 million in property tax revenue with a tax rate of **\$0.41 per \$100 valuation** at a 99.9 percent collection rate. This represents an increase in ad valorem revenue of \$5.99 million (14.02 percent). **The tax rate is \$.02 more than the FY21-22 tax rate.** In November 2021, Apex residents overwhelmingly approved \$42 million in general obligation bonds for streets and sidewalk projects. In order to repay the debt service on the approved bonds, the town will increase the tax rate by \$.03 in two increments – \$.014 in FY22-23 and \$.016 in FY25-26. The FY22-23 tax rate includes a \$.014 increase for the first increment of the 2021 transportation bonds and a \$.006 increase to contribute toward growing personnel needs and capital projects.



Local Option Sales Tax

Sales tax represents the town's second largest revenue source in the General Fund at \$19.34 million (21.74 percent). The State of North Carolina collects sales tax and distributes it to the local units. Sales tax revenues are distributed on a



proportional population basis in Wake County. The population growth in Apex has allowed the town to increase its share of sales tax revenues. Sales tax revenues have increased the past several years as the economy rebounded from the pandemic and with the natural growth in Wake County. The impacts of inflation, international instability, and the lingering effects of the COVID-19 pandemic on the economy temper sales tax projections for the coming year. The town, however, has continued to see a positive trend during FY21-22 with sales tax revenues being up 12.9 percent over the previous year through the January distribution. The FY22-23 sale tax estimates reflect this positive trend, albeit with a more modest growth rate of eight percent over the current end of year projections.

Solid Waste, Recycling, & Yard Waste Fees

The town currently contracts with a private hauler for solid waste and recycling collections. The solid waste and recycling fees offset the town's contract cost. Solid waste fees will generate \$2,852,000 and recycling fees will generate \$1,257,400 in FY22-23. The town conducts its own yard waste collection and covers the cost with a monthly yard waste fee. The yard waste fee will generate \$2,122,200. **Solid waste and recycling fees will increase in accordance with our service contract in FY22-23.** Solid waste fees include the standard adjustment for inflation of 2.50 percent included in the service contract. Recycling fees decreased due to a processing fee reduction from \$1.27 per unit to \$0.75. Landfill disposal fees are increasing by \$5.00 per ton in the new fiscal year, creating an additional cost incorporated into the fees.

Solid Waste, Recycling, & Yard Waste Monthly Charges		
	FY21-22	FY22-23
Yard Waste Collection	\$7.83	\$7.83
Residential Roll-Out Cart	\$8.94	\$9.61
Commercial Roll-Out Cart	\$18.75	\$20.12
Recycling (per Bin or Cart)	\$4.98	\$4.55
4-CY Dumpster Service	\$131.40	\$141.18
6-CY Dumpster Service	\$155.46	\$169.09
8-CY Dumpster Service	\$177.64	\$194.00

Fund Balance Appropriation

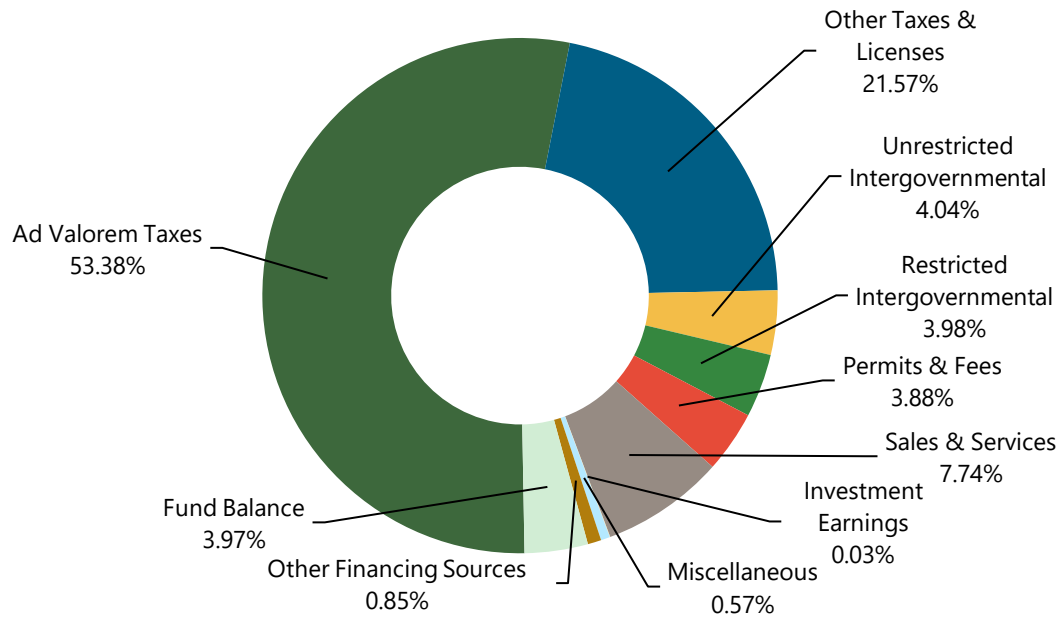
Fund balance is, simply explained, the amount of assets in excess of liabilities in a given fund. These funds enable the town to meet financial obligations without interruptions due to cash flow, generate investment income, eliminate the need for short-term borrowing, and provide a reserve of funds to respond to emergencies or opportunities. Occasionally, the town will use money from fund balance to cover one-time expenses such as specific capital items. The town evaluates any decision to use fund balance carefully and often plans the use in advance to ensure adherence to the town's fund balance policy.

The FY22-23 Recommended Budget includes a fund balance allocation of \$3,620,000, including \$1,500,000 for a ladder truck replacement, \$400,000 for Eva Perry Library repairs, \$325,000 for development of the police firing and training range, \$320,000 for installation of wayfinding signage, \$225,000 for development of the Hunter Street Bike Track, \$650,000 for Beaver Creek Greenway improvements, and \$200,000 for the Ragan Road side path design.

General Fund Revenues by Source					
Source	FY20-21 Actual	FY21-22 Budget	FY21-22 Estimate	FY22-23 Budget	Percent Change
Ad Valorem Taxes	39,461,896	42,698,700	43,441,500	48,684,400	14.02%
Other Taxes & Licenses	16,061,247	15,967,400	18,106,442	19,670,000	23.19%
Unrestricted Intergovernmental	3,407,570	3,215,000	3,526,306	3,680,000	14.46%
Restricted Intergovernmental	4,665,171	3,372,500	3,542,648	3,632,400	7.71%
Permits & Fees	4,953,091	3,534,300	3,376,362	3,537,000	0.08%
Sales & Services	6,166,557	6,809,900	6,623,454	7,058,200	3.65%
Investment Earnings	654,438	40,000	10,031	25,000	-37.50%
Miscellaneous	575,121	386,977	548,250	519,500	34.25%
Other Financing Sources	1,612,441	1,625,000	1,635,500	775,000	-52.31%
Fund Balance	-	6,807,129	-	3,620,000	-46.82%
Total	\$77,557,531	\$84,456,906	\$80,810,492	\$91,201,500	7.99%



General Fund Revenues by Source FY22-23



Enterprise Funds

The Town of Apex operates two major funds as enterprises – the Electric Fund and the Water & Sewer Fund. Enterprise funds provide governmental services that can operate similar to a business and are self-sustaining with user rates that generate all revenues to cover expenditures.

Electric Fund

The Electric Fund comprises all revenues and expenditures that result from the town's electric utility operations. Customer charges and fees generate revenue to support the fund completely. The FY22-23 Recommended Budget for the Electric Fund totals \$47,666,000, a 3.37 percent increase from the FY21-22 Amended Budget of \$46,113,325 as of April 1, 2022.

Electric Fund Expenditures

The increase in the FY22-23 Electric Fund Budget is primarily due to increases in personnel costs. Personnel cost increases reflect two new positions and associated benefit costs as well as increases for health insurance and other benefits for current employees.

Electric Fund Expenditures by Type					
Type	FY20-21 Actual	FY21-22 Budget	FY21-22 Estimate	FY22-23 Budget	Percent Change
Personnel	5,564,316	5,741,220	5,554,800	6,727,700	17.18%
Operating	1,559,928	2,300,492	1,914,800	2,293,700	-0.30%
Sales Tax	2,869,664	3,039,000	2,903,928	3,040,000	0.03%
Purchase for Resale	28,106,211	28,558,800	28,442,000	30,400,000	6.45%
Capital	3,578,727	5,225,013	4,970,500	3,955,800	-24.29%
Debt Service	1,320,509	1,248,800	1,248,800	1,248,800	0.00%
Total	\$42,999,355	\$46,113,325	\$45,034,828	\$47,666,000	3.37%



Electric Capital Highlights

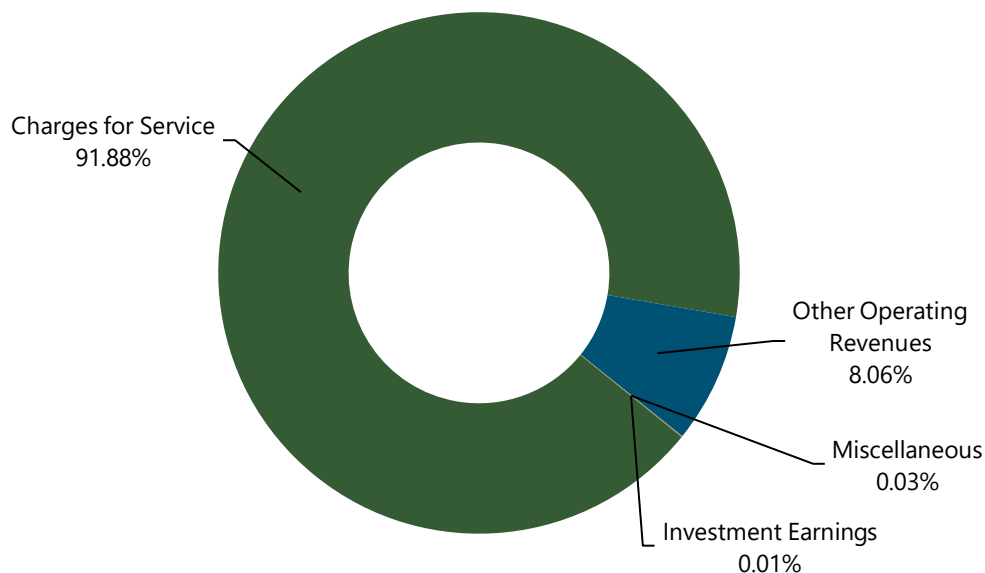
Similar to the General Fund, the town accounts for large capital projects associated with the electric utility system in a capital project fund. The Electric Fund capital budget includes \$2.5 million for annual system expansion, \$1.0 million for smart grid meter installation, and \$285,500 for a line truck replacement.

Electric Fund Revenues

Electric Fund revenues for FY22-23 are up 3.37 percent from FY21-22. The Electric Fund generates charges for service through a base rate to cover fixed costs and an energy/demand rate to cover variable costs. The FY22-23 Recommended Budget includes \$43.8 million in revenue from charges for service with **an increase in the electric base charge coupled with a decrease of 8.5 percent in the energy charge**. The rate change will increase the residential base charge to \$25.00 per month. The significant increase in the base charge is part of a recommendation to redesign the electric rate structure to recover fixed costs through the base rate revenues. This will also minimize energy rate increases. Even with the rate increase, Apex electric rates are similar to and in most cases lower than other local electric utilities. The average residential electric customer can expect an increase of \$2.05 per month on their electric bill.

Electric Fund Revenues by Source					
Source	FY20-21 Actual	FY21-22 Budget	FY21-22 Estimate	FY22-23 Budget	Percent Change
Charges for Service	40,591,032	41,905,000	41,924,420	43,795,100	4.51%
Other Operating Revenues	4,367,334	3,842,200	3,832,200	3,840,700	-0.04%
Other Financing Sources	20,000	10,000	-	10,000	0.00%
Miscellaneous	96,735	13,000	26,200	15,000	15.38%
Investment Earnings	13,668	6,000	2,000	5,200	-13.33%
Fund Balance	-	337,125	-	-	-100.00%
Total	\$45,088,769	\$46,113,325	\$45,784,820	\$47,666,000	3.37%

Electric Fund Revenues by Source FY22-23



Water & Sewer Fund

The Water & Sewer Fund comprises all revenues and expenditures that result from the town's water and sewer utility operations. Customer charges and fees generate enough revenue to support the fund completely. The FY22-23 Recommended Budget for the Water and Sewer Fund totals \$26,664,100, an 8.16 percent increase from the FY21-22 Amended Budget of \$24,653,210 as of April 1, 2022. Beginning January 1, 2022, the town began operating its stormwater activities as a self-supporting utility and incorporated stormwater expenses as a distinct division within the Water & Sewer Fund.

Water & Sewer Fund Expenditures

The FY22-23 Water & Sewer Fund Budget reflects an increase in all expenditure categories except capital. New positions and reassignment of the grounds and easement and sewer outfall maintenance teams to water and sewer divisions, including stormwater, primarily account for the significant increase in personnel cost. Additionally, a full year of stormwater operations included in the Water & Sewer Fund influences the increase in the FY22-23 Budget. The FY22-23 Recommended Budget includes \$135,000 as part of the town's continued annual commitment to watershed protection.

Water & Sewer Fund Expenditures by Type					
Type	FY20-21 Actual	FY21-22 Budget	FY21-22 Estimate	FY22-23 Budget	Percent Change
Personnel	6,834,655	7,153,880	6,603,200	9,269,700	29.58%
Operating	3,305,540	5,344,697	4,645,950	6,313,100	18.12%
Purchase for Resale	4,043,601	4,235,000	1,966,000	4,600,000	8.62%
Capital	5,543,969	4,198,533	3,782,883	2,728,900	-35.00%
Debt Service	4,268,690	3,721,100	3,721,100	3,752,400	0.84%
Total	\$23,996,455	\$24,653,210	\$20,719,133	\$26,664,100	8.16%

Water & Sewer Fund Department/Division Budgets					
Department/Division	FY20-21 Actual	FY21-22 Budget	FY22-23 Budget	Percent Change	FY21-22 Variance
Water-Sewer Admin.	3,525,394	4,469,145	4,837,200	8.24%	368,055
Stormwater	-	205,900	1,935,600	840.07%	1,729,700
Water Treatment	2,341,750	2,593,125	2,800,700	8.00%	207,575
Water Maintenance	2,879,420	3,752,795	4,093,700	9.08%	340,905
Sewer Treatment	6,757,908	4,596,498	3,942,500	-14.23%	(653,998)
Sewer Maintenance	2,493,293	3,264,647	3,802,000	16.46%	537,353
Debt Service	4,268,690	3,721,100	3,752,400	0.84%	31,300
Other Financing Uses	1,730,000	1,900,000	1,400,000	-26.32%	(500,000)
Special Appropriation	-	-	-	-	-
Contingency	-	150,000	100,000	-33.33%	(50,000)
Total	\$23,996,455	\$24,653,210	\$26,664,100	8.16%	\$2,010,890

Water & Sewer Capital Highlights

Similar to the General Fund, the town accounts for large capital projects associated with the water and sewer utility system in a capital project fund as well as within the operating fund itself. The Water & Sewer Capital Project fund will include \$5,422,200 in FY22-23 for design work for the Big Branch 2 Pump Station (\$1.0 million), the Beaver Creek Commons Gravity Sewer Extension (\$1.4 million), continuation of the Western Transmission Main project (\$2.1 million), and the Cary-Apex



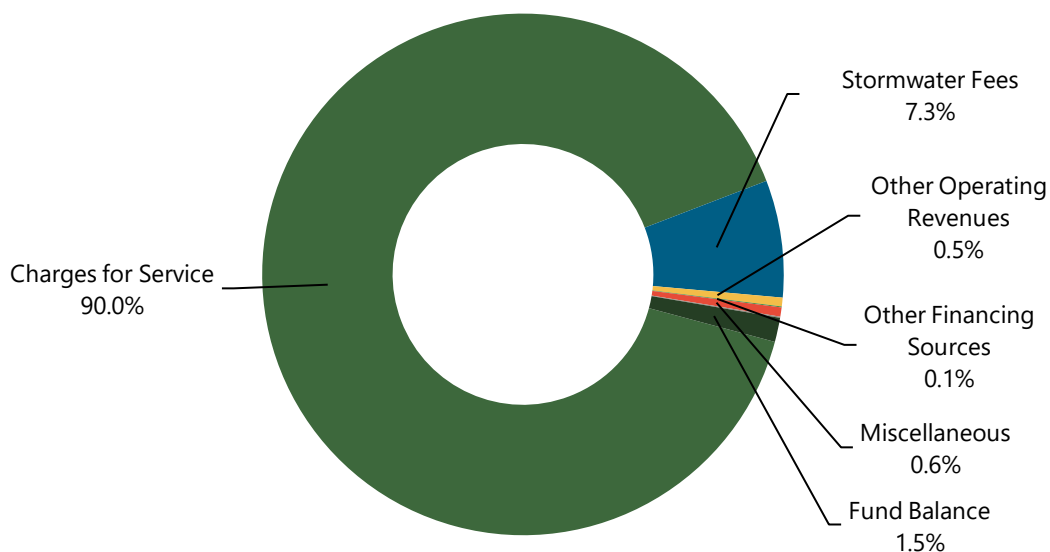
water and sewer projects (\$922,200). Of this total, coverage for only \$1.4 million will come from the Water & Sewer operating fund. Water & Sewer Capital Reserves will fund the remaining \$4.02 million. The Water & Sewer operating budget includes additional capital expenditures totaling \$1,328,900 for the Beaver Creek streambank restoration (stormwater), a crane truck, miscellaneous water meter installations and water main connections, and various vehicle and equipment replacements.

Water & Sewer Fund Revenues

Projections for Water & Sewer Fund revenues rely on many of the same variables as the Electric Fund, thus the similar theme of fixed-cost recovery through adjustments to base rate charges. The FY22-23 Recommended Budget includes \$23,996,500 in revenues from water and sewer charges, an increase of 11.86 percent. New customer growth has averaged just over four percent the past three years. The continued customer growth rate and an increase in water and sewer fees account for the increase in charges for service.

Water & Sewer Fund Revenues by Source					
Source	FY20-21 Actual	FY21-22 Budget	FY21-22 Estimate	FY22-23 Budget	Percent Change
Charges for Service	20,986,570	21,452,000	21,416,200	23,996,500	11.86%
Stormwater Fees	-	1,000,000	1,214,800	1,935,600	93.56%
Other Operating Revenues	146,193	135,000	142,000	145,000	7.41%
Other Financing Sources	4,907,606	403,250	392,250	15,000	-96.28%
Miscellaneous	268,298	196,000	138,600	152,000	-22.45%
Investment Earnings	44,023	24,000	7,000	20,000	-16.67%
Fund Balance	-	1,442,960	-	400,000	-72.28%
Total	\$26,352,690	\$24,653,210	\$23,310,850	\$26,664,100	8.16%

Water & Sewer Fund Revenues by Source FY22-23



Water & Sewer Rates

For FY21-22, the town performed a new rate study to evaluate existing rates and rates structure. The resulting study and model found that the sewer utility was generating a deficit while the water utility was generating a surplus. Using the rate model, staff reviews water and sewer rates annually and recommends adjustments that ensure the utilities remain self-sufficient while avoiding the need for a significant increase in any one year.

The budget includes a recommendation to **increase the water base rate by \$.46 and the volumetric water rate by 1.5 percent and increase the sewer base rates by \$.71 and the sewer volumetric rate by 3.9 percent.** The increases in the base rate are to recover fixed costs and minimize the need for larger changes in the volumetric rates in the future. Water and sewer rates are double for customers outside the town limits.

Water & Sewer Monthly Rates					
Water Rates	FY21-22	FY22-23	Sewer Rates	FY21-22	FY22-23
Inside Base Charge	\$5.54	\$6.00	Inside Base Charge	\$10.04	\$10.75
Tier 1: < 6,000 gallons	\$4.19	\$4.25	Outside Base Charge	\$20.08	\$21.50
Tier 2: 6,000-12,000 gallons	\$4.82	\$4.89	Inside Volumetric	\$7.17	\$7.45
Tier 3: > 12,000 gallons	\$6.49	\$6.59	Outside Volumetric	\$14.34	\$14.90

It is important to note that the volumetric rate increases effect households based on their usage while the base rate changes affect all households the same. For example, an average family of four or five that uses 5,000 gallons a month will see an increase of \$2.89 on their monthly water and sewer bill. Additionally, when comparing Apex to other utility systems in the area, the town's rates are consistently in the lowest quartile while still providing adequate cost recovery and providing for future capital needs. It is important for the town to continue to evaluate rates annually to ensure the financial sustainability of the water & sewer utilities.

Stormwater Utility Fee

During FY20-21, Town Council asked staff to develop funding options for a self-supporting stormwater utility. At Town Council's budget retreat in February 2021, staff presented potential funding options using a tiered rate structure to address the Council's concerns about equity. The stormwater fee structure uses impervious surface area based on equivalent residential units (ERU). Preliminary analysis of Apex residential properties revealed an average ERU of 2,700 square feet of impervious surfaces such as rooftops, driveways, sidewalks, and parking lots per property. The tiered rate structure uses four tiers with a \$5.00 per month fee based on the ERU. **The FY22-23 Recommended Budget does not include any changes to the stormwater fee structure.** The table below includes the breakdown for each tier. Note that properties with less than 400 square feet are exempt from the monthly fee due to minimal stormwater impacts.

Stormwater Rates				
Description	Small (400–1,500 ft ²)	Medium (1,500–3,000 ft ²)	Large (3,000–4,000 ft ²)	Extra-Large (> 4,000 ft ²)
Category Percent	15%	50%	25%	10%
Monthly Rate	\$1.50	\$5.00	\$7.50	\$10.00
Annual Amount	\$18.00	\$60.00	\$90.00	\$120.00



Organization Review

To perform at an even higher level and ensure Apex remains “the peak of good living,” the town undertook an organizational assessment and committed to develop its organization-wide strategic plan further. Organization growth has not kept pace with development as population growth in Apex has increased demand for services and stretched operational capacity. The purpose of the organizational assessment was to determine an optimal organization structure and identify gaps in workforce capacity. The town intends to implement the recommendations from the study in phases over multiple fiscal years with the highest priority recommendations in the FY22-23 Budget. Details regarding changes in organizational structure, reassignment of positions, and new positions are located in the Community and Organizational Profile section of the budget as well as in department-specific budget sections.

Core Values

Our Peak Principles, which represent our core values, are our foundation for how we interact with one another and the public as we serve our community.

Peak Pledge: We will perform at the highest level by empowering our peers, remaining accountable to each other and those we serve, and continuing the pursuit of knowledge.

Performance: Being stewards of public resources and trust, we will maintain a culture that values exceptional customer service through efficiency and focus on our work.

Empowerment: Knowing that good ideas come from employees at all levels across all departments and divisions, we will maintain a culture that empowers everyone to express their thoughts and provides opportunities to become part of real solutions.

Accountability: Knowing that we are entrusted to be stewards of the public’s resources, we will maintain an atmosphere of openness and transparency to one another and to those we serve.

Knowledge: A workforce that pursues knowledge is one that will be better able to anticipate new challenges and respond to those presented.

Personnel

Employee Performance Evaluation and Compensation: The town’s performance evaluation and compensation system is structured around the Town’s Peak Principles and the establishment of clear performance goals and objectives for each employee. Compensation under the system relies on adjustments based off the midpoint (job rate) of the employee’s salary range, or actual salary, depending on which amount is higher. The town awards merit pay in October following the annual employee performance reviews conducted between July 1 and August 31. Employees do not receive other pay increases during the year unless they qualify for a pay adjustment for position reclassification or receive a promotion with greater responsibility. Beginning in FY20-21, the town implemented a \$15.00 living wage as a baseline for the town’s compensation plan. The living wage receives the same annual inflationary adjustment as the town’s salary range structure. For FY22-23, the town plans to adjust its standard merit-based practice based on other compensation recommendations from the pay and classification portion of the organizational assessment. The total estimated cost for FY22-23 is \$2.43 million across all funds.

Employer Retirement Contribution: The North Carolina Local Government Retirement System has notified local governments that the Annual Contribution Rate (ACR) will increase in FY22-23. The employer contribution will increase from 11.39 to 12.13 percent for regular employees and from 12.04 to 13.04 percent for law enforcement officers. Local government employees



currently contribute six percent of their salary. The town's retirement contributions represent \$5,424,600 in FY22-23, an increase of \$1,290,854 (31.23 percent).

401(k) Contribution: The town provides a five percent 401(k) contribution for all full-time employees. North Carolina General Statutes mandate 401(k) contributions for sworn law enforcement at five percent, a cost of \$413,900 in the FY22-23 Budget. Contributions for all other employees represent \$1,921,300 in FY22-23.

Health Insurance: While the town has been able to mitigate rate increases in the past two years, substantial claims have resulted in increases in both health and dental premiums. The town will experience a 13.3 percent increase for healthcare premiums in FY22-23. The rate increase alone accounts for \$999,182 in increased healthcare costs. The FY22-23 Recommended Budget includes \$7,367,900 for healthcare premiums across all funds. The town's self-funded dental plan will experience a 1.9 percent increase in insurance premiums for FY22-23, at a cost of \$339,000.

Retiree Medical Insurance: The town offers qualifying retired employees a medical insurance benefit until they qualify for the Federal Medicare Insurance Program. The cost for the retiree insurance is classified as other post-employment benefits (OPEB). In addition to the annual retiree medical insurance cost, the Recommended Budget includes additional funds for an OPEB trust fund. To prevent long-term financial stress and follow sound financial practices, the town allocates additional funds for long-term OPEB costs annually. The FY22-23 Recommended Budget includes \$350,000 for long-term OPEB expenditures - \$266,000 in General Fund, \$49,000 in the Electric Fund, and \$35,000 in the Water & Sewer Fund. The FY22-23 Budget includes a total of \$103,000 to cover pay-as-go Retiree Medical Insurance and long-term OPEB costs in all funds. As of July 1, 2020, the town no longer offers the retiree medical insurance benefit to new employees. The purpose of eliminating this benefit is to reduce the town's long-term liability, which currently stands at \$43.73 million. While the long-term liability will continue to increase some over the next few years, it will eventually begin to decrease with contributions to the trust fund and no additional participants to the program.

Police Special Separation Allowance: North Carolina General Statutes provide for special compensation to retired law enforcement officers meeting specified criteria. The statutes require the town to compensate the officer until they reach age 62. The Special Separation Allowance budget in FY22-23 is \$152,700.

Position Reclassifications: Typically, the town contracts with a consulting group to study approximately one third of the town's positions each year to determine if the positions are correctly classified and if the salary ranges assigned to the positions are appropriate based on the area labor market. This year, the town reviewed all positions as part of the organizational assessment. Two of the more prominent reclassifications involve elevation to a director level for the Communications Manager and Budget and Performance Manager with the study recommendations to add a Communications department and Budget, Performance, and Strategy department to the organizational structure.

Additional Positions: The FY22-23 Recommended Budget includes 51 new full-time positions in the General Fund, two new full-time positions in the Electric Fund, and three new full-time positions in the Water and Sewer Fund. town staff worked together to prioritize these positions with assistance from the organizational assessment consultant from an initial request of over 100 new full-time positions. Staff is developing a three-year implantation plan developed to manage the addition of new positions over the next several years. All new positions will bring the total approved full-time positions to 605 and increase personnel costs by \$5,552,337 for FY22-23. A breakdown of the recommended positions with costs is located in the Supplemental Section of the budget document.

Fund Balance

The North Carolina Local Government Commission recommends that local governments maintain a minimum unassigned fund balance of no less than eight percent of expenditures. The Town of Apex has adopted a formal fund balance policy of maintaining a fund balance for the General Fund of at least 25 percent of expenditures. The Town of Apex's estimated non-committed or non-restricted fund balance as of June 30, 2022, is \$35.53 million or 39.95 percent of FY22-23 expenditures.



The recommended budget **does** include use of fund balance to cover some capital costs. The town does not use reserves for operating costs and carefully evaluates the use of fund balance for unanticipated opportunities and capital expenses. The use of \$3,620,000 in FY22-23 will still keep the available fund balance above 25 percent.

The North Carolina Local Government Commission does not have a specific recommendation regarding how much fund balance or retained earnings a local government enterprise operation should maintain. The town does not have a defined goal for fund balance for either enterprise fund. The town seeks to ensure both funds are financially stable and contain healthy reserves. The Town of Apex's estimated fund balance as of June 30, 2022 for the Water & Sewer Fund is \$26.4 million (127.4 percent). The estimated fund balance for the Electric Fund is \$13.39 million (29.7 percent); however, most of this is amount is restricted. The FY22-23 Recommended Budget **does not** include use of fund balance in the Electric Fund. The budget **does** include an allocation of \$400,000 in the Water & Sewer Fund.

In summary, the Recommended Budget is a balanced budget in accordance with state statutes, and it attempts to address the priorities set by Town Council for the 2022-2023 Fiscal Year. While it is typically difficult to fund all the requests made by departments or external agencies, the budget team did an excellent job in preparation of this budget to include as many requests as possible and ensure alignment with Town Council's strategic goals. The town has benefited from growth, and it is in a solid financial position going into FY22-23. The FY22-23 Recommended Budget is fiscally sound and addresses the top priority needs of the town. The town's sound financial practices and conservative budgeting approach have positioned it to continue delivering high-level services for Apex residents. This budget reflects our commitment to maintaining and improving our community and positioning Apex to be financially sound in the future.

I wish to extend my sincere appreciation to the Budget Office and Finance Department and other town team members who helped to prepare this budget. I recommend this proposed budget for Fiscal Year 2022-2023 to the Apex Town Council.

Respectfully submitted,

Catherine H. Crosby
Town Manager



Town of Apex, North Carolina

FY 2022 – 2023 Annual Budget

Budget Ordinance

BE IT ORDAINED by the Town Council of the Town of Apex, North Carolina that the following anticipated fund revenues and departmental expenditures, together with certain fees and schedules, and with certain restrictions and authorizations, are hereby appropriated and approved for the operation of the Town government and its activities for the fiscal year beginning July 1, 2022 and ending June 30, 2023.

Section 1: General Fund

General Fund Revenues

Ad Valorem Taxes	\$48,684,400
Other Taxes and Licenses	\$19,670,000
Unrestricted Intergovernmental Revenues	\$3,680,000
Restricted Intergovernmental Revenues	\$3,632,400
Permits and Fees	\$3,537,000
Sales and Services	\$7,058,200
Investment Earnings	\$25,000
Miscellaneous Revenues	\$519,500
Other Financing Sources	\$775,000
Fund Balance Appropriation	\$3,620,000
Total Revenues	\$91,201,500

General Fund Expenditures

Governing Body	\$256,100
Administration	\$1,695,100
Human Resources	\$1,988,600
Information Technology	\$2,920,100
Legal Services	\$578,800
Economic Development	\$659,400
Communications	\$562,100
Performance Management & Strategy	\$801,500
Finance	\$1,022,200
Community & Neighborhood Connections	\$541,600
Planning	\$4,008,900
Facility Services	\$1,432,600
Police	\$16,769,300
911 Communications	\$1,548,700
Fire	\$15,866,700
Transportation & Infrastructure Development	\$3,409,000
Public Works Admin	\$550,100
Streets	\$4,544,500
Solid Waste	\$5,854,600
Fleet Services	\$548,800
Inspections & Permitting	\$2,984,300
Parks & Recreation	\$7,242,200
Cultural Arts Center	\$1,101,000
Cemetery	\$51,000
Special Appropriations	\$72,000
Other Uses	\$5,284,600
Debt Service	\$8,757,700
Contingency	\$150,000
Total Expenditures	\$91,201,500

As required by General Statutes Chapter 158-7.1(a), the appropriations made for the purpose of economic development in Section I of the Ordinance have been determined by the Town Council to increase employment opportunities and add value to the tax base for the Town of Apex through industry recruitment, retention, and other support activities.

Section 2: Electric Fund

Electric Fund Revenues	
Investment Earnings	\$5,200
Miscellaneous Revenues	\$15,000
Charges for Service	\$43,795,100
Other Operating Revenues	\$3,840,700
Other Financing Sources	\$10,000
Total Revenues	\$47,666,000
Electric Fund Expenditures	
Electric Operations	\$47,666,000
Total Expenditures	\$47,666,000

Section 3: Water & Sewer Fund

Water & Sewer Revenues	
Charges for Service	\$23,996,500
Stormwater Fees	\$1,935,600
Investment Earnings	\$20,000
Miscellaneous Revenues	\$152,000
Other Operating Revenues	\$145,000
Fund Balance Appropriated	\$400,000
Other Financing Sources	\$15,000
Total Revenues	\$26,664,100
Water & Sewer Expenditures	
Water & Sewer Operations	\$26,664,100
Total Expenditures	\$26,664,100

Section 4: Police State Funds

Police - State Funds Revenues	
Investment Earnings	\$100
Miscellaneous Revenues	\$1,500
Total Revenues	\$1,600
Police - State Funds Expenditures	
Reserved for Future Expenditures	\$1,600
Total Expenditures	\$1,600

Section 5: Police Federal Funds

Police - Federal Funds Revenues	
Investment Earnings	\$100
Police Revenues	\$500
Total Revenues	\$600
Police - Federal Funds Expenditures	
Police Operations	\$600
Total Expenditures	\$600

Section 6: Police - Donations

Police - Donations Revenues	
Investment Earnings	\$100
Police Contributions	\$5,000
Total Revenues	\$5,100

Police - Donations Expenditures	
Police Operations	\$5,100
Total Expenditures	\$5,100

Section 7: Fire - Donations

Fire - Donations Revenues	
Investment Earnings	\$100
Miscellaneous Revenues	\$1,000
Total Revenues	\$1,100

Fire - Donations Expenditures	
Fire Operations	\$1,100
Total Expenditures	\$1,100

Section 8: Affordable Housing Fund

Affordable Housing Fund Revenues	
Transfer from General Fund	\$1,776,000
Total Revenues	\$1,776,000

Affordable Housing Fund Expenditures	
Contracted Services	\$250,000
Affordable Housing Grant	\$171,700
Affordable Housing Loan	\$1,000,000
Reserved for Future Expenditures	\$354,300
Total Expenditures	\$1,776,000

Section 9: Health & Dental Fund₁

Health & Dental Fund Revenues	
Health Premiums	\$5,673,259
Spouse/Dependent Health	\$1,108,709
Retiree Contribution	\$33,343
Dental Premiums	\$281,700
Spouse/Dependent Dental	\$174,075
Vision Premiums	\$78,000
Total Revenues	\$7,349,086

Health & Dental Fund Expenditures	
Health Claims	\$5,375,327
Dental Claims	\$455,792
Admin Fees - Health	\$961,149
Health Claims - Retirees	\$21,280
Admin Fees - Retirees	\$52,639
Vision	\$78,000
Total Expenditures	\$7,349,086

1. In accordance with NCGS 159-13.1, the Town adopts the Financial Plan for Health and Dental Fund to provide health and dental coverage to employees and retirees. Payments to the fund are included in the annual budget of the other funds.

Section 10: Cemetery Fund

Cemetery Fund Revenues	
Investment Earnings	\$1,000
Total Revenues	\$1,000
Cemetery Fund Expenditures	
Reserved for Future Expenditures	\$1,000
Total Expenditures	\$1,000

Section 11: Water & Sewer Capital Reserve Fund

Water & Sewer Capital Reserve Fund Revenues	
Investment Earnings	\$12,200
Fund Balance Appropriated	\$4,010,000
Total Revenues	\$4,022,200
Water & Sewer Capital Reserve Fund Expenditures	
Transfer to W&S Project Fund	\$4,022,200
Total Expenditures	\$4,022,200

Section 12: Water & Sewer Capital Reserve Fund (HB463)

Water & Sewer Capital Reserve Fund Revenues	
Capital Reimbursement Fees - Water	\$1,000,000
Capital Reimbursement Fees - Sewer	\$1,500,000
Total Revenues	\$2,500,000
Water & Sewer Capital Reserve Fund Expenditures	
Reserved for Future Expenditures	\$2,500,000
Total Expenditures	\$2,500,000

Section 13: Perry Library Trust Fund

Perry Library Trust Fund Revenues	
Transfer from General Fund	\$400,000
Total Revenues	\$400,000
Perry Library Trust Fund Expenditures	
Capital Outlay - Improvements	\$400,000
Total Expenditures	\$400,000

Section 14: Recreation Capital Reserve Fund

Recreation Capital Reserve Fund Revenues	
Subdivision Recreation Fees	\$1,500,000
Investment Earning	\$1,000
Transfer from General Fund	\$1,073,600
Total Revenues	\$2,574,600
Recreation Capital Reserve Fund Expenditures	
Reserved for Future Expenditures	\$2,574,600
Total Expenditures	\$2,574,600

Section 15: Transportation Capital Reserve Fund

Transportation Capital Reserve Fund Revenues	
Motor Vehicle Licenses	\$1,250,000
Investment Earnings	\$1,000
Total Revenues	\$1,251,000

Transportation Capital Reserve Fund Expenditures	
Transfer to General Fund	\$750,000
Transfer to Street Project Fund	\$500,000
Reserved for Future Expenditures	\$1,000
Total Expenditures	\$1,251,000

Section 16: Levy of Taxes

There is hereby levied a tax at the rate of forty one cents (\$0.41) per one hundred dollars (\$100) valuation of property as listed for taxes as of January 1, 2022, for the purpose of raising the revenue listed Ad Valorem Taxes 2022-2023 in Section 1: General Fund of this ordinance. This rate is based on a valuation of property for purposes of taxation of \$11,960,025,600 and an estimated rate of collection of 99.89%.

Section 17: Fees & Charges

There is hereby established, for Fiscal Year 2022-2023, various fees and charges as contained in the Fee Schedule attached to this document. All mileage reimbursements for the use of personal vehicles shall be the same as the allowable IRS rate in effect on the date of travel. All daily and monthly subsistence schedules previously adopted shall remain in effect.

Section 18: Special Authorization of the Budget Officer

- a) The Budget Officer shall be authorized to reallocate fund appropriations among the various objects of expenditure as they deems necessary, provided such reallocations do not increase or decrease the total budget for any fund.
- b) The Budget Officer shall be authorized to amend this budget as necessary to fulfill all obligations evidenced by a purchase order outstanding on June 30, 2022.

Section 19: Use of the Budget and the Budget Ordinance

This Ordinance and the budget document shall be the basis for the financial plan of the Town of Apex for Fiscal Year 2022-2023. The Budget Officer shall administer the budget and the Finance Director shall establish records which are in agreement with the budget, this ordinance, and the appropriate statutes of the State of North Carolina.

Section 20: Distribution

Copies of this ordinance shall be furnished to the Budget Officer and the Finance Director of the Town of Apex so that they may keep this ordinance on file for their direction and disbursement of funds.

Adopted this the 14th of June, 2022.

Attest:

Jacques K. Gilbert, Mayor

Allen Coleman, Town Clerk

Approved as to form:

Laurie Hohe, Town Attorney



Town of Apex, North Carolina Fee Schedule - Effective 7/1/2022

Schedule subject to change upon approval by Town Council

TAXES & FEES			
Tax Rate	\$ 0.41/\$100 valuation of property	Vehicle Fee (pursuant to NCGS 20-97 (b1)	\$30/vehicle
DOCUMENT / COPY FEES			
Copying up to 11" x 17" (black and white)	\$0.10/sheet	Document Recording / E-Recording	At cost
Copying and maps up to 11" x 17" (color)	\$0.40/sheet	3 ring or spiral bound documents/plans	\$35
Copying larger than 11" x 17" (black and white)	\$5/sheet	Unified Development Ordinance	\$40
Copying larger than 11" x 17" (color)	\$20/sheet	Design and Development Manual	\$15
Printed 24" x 36"	\$20/sheet	DVD Copy	\$0.50/disc
Printed 36" x 48" maps	\$40/sheet		

Development Fees

PUBLIC RIGHT-OF-WAY CLOSURE				
Submit request and fees to Administration				
Right-of-Way Closure Application Fee	\$100	Right-of-Way Closure Processing Fee		\$600
Due with request/application/non-refundable		Due prior to Council considering request; refundable if request is withdrawn prior to advertising.		
DEVELOPMENT SUBMITTAL FEES				
For Zoning/Subdivision/Site Activity - Calculated and collected by the Planning Department				
Administrative Adjustment	\$150	Sign, Master Plan		\$150
Administrative Approval (Small Town Character Overlay)	No Charge	Sign, Permanent		\$75 + \$5/add'l sign
Annexation Petition	\$200	Sign, Temporary		\$25
Appeal (Board of Adjustment)	\$650	Site Inspections (Non-residential lot) ₂		\$500
		Site Inspections (Residential lot) ₃		\$35
Certificate of Zoning Compliance (CZC) ₁	\$100	Site Plan, Major		\$1100+\$5/acre
Consultant Fees	As required	Site Plan, Minor		\$800
Development Name Change	\$500	Special Use Permit		\$700
Exempt Site Plan – enlargement of a structure	\$250	Temporary Use Permits (Non - Event):		\$100
Exempt Site Plan – all other exempt site plans	\$150	Temporary Use Permits (Event):		
Home Occupation	\$50	For Profit	\$50	For Profit Express Review \$75
Late Fee – Site Plans/Master Subdivision	\$300	Non-Profit	\$0	Non-Profit Express Review \$25
Plan/PUD/Rezoning/Conditional Zoning (and resubmittals)				
Master Subdivision Plans Residential & Non-Residential	\$750 + \$10/lot	Text Amendments (UDO)		\$600
Planned Unit Development (PUD-CZ)	\$1600+\$10/acre	Transportation Impact Analysis Review ₄		
PUD-CZ not requiring full TRC Review	\$600	Sites & Subdivisions	\$500	PUD \$1000
Plat, Easement & Exempt	\$200	Revised Sites & Subdivisions	\$250	PUD \$500
Plat, Master Subdivision Final	\$300 + \$10/lot	Tree Protection Fencing Inspection (Site Plan):		
Plat, Recombination	\$200	- less than 2 acres:	\$50	- 2-15 acres: \$75
Plat, Site Plan Final	\$300	-15 up to 25 acres:	\$150	-25+ acre: \$200
Pond Drainage Plan	\$500	Tree Protection Fencing Inspection (Master Subdivision Plan):		
Quasi-Judicial Public Hearing- Town Council Only	\$500	- up to 15 acres:	\$75	- 15-50 acres: \$150
Re-submittal Fees – Site Plans: 3 rd submittal; Master Subdivision Plans; 4 th submittal	½ Original Fee	- 51+ acres:	\$300	
		Tree Removal Plan		\$500
Rezoning/Conditional Zoning	\$700/\$1000	Variance Permit		\$650
Sustainable Development Conditional Zoning (SD-CZ)	\$1600+\$10/acre	Zoning Verification Letter		\$125

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

RECREATION FEES₁

For New Residential Developments Assessed after 1/1/2022 - Collected by the Planning Department

Housing Type	Fee Per Unit	Acreage Per Unit	Decimal Multiplier
Single Family Detached	\$3,753.89	1/30 acre	0.0333
Single Family Attached	\$2,528.25	1/45 acre	0.0223
Multi-Family Attached	\$2,226.05	1/51 acre	0.01964

Existing Town ordinances require either the dedication of open space for public recreation or the payment of a fee in lieu per unit. The requirement regarding land dedication or fee in lieu will be based, in large part, on the Town's adopted Parks, Recreation, Greenways, and Open Space Master Plan. Recommendations regarding the acceptance of land or fee in lieu are made to the Town Council by the Parks, Recreation, and Cultural Resources Advisory Commission. 1. Annually on January 1, the fee amount shall be automatically adjusted in accordance with UDO §14.7.1(B).

ENCROACHMENT AGREEMENT			
Submit to Development Services			
Encroachment agreement preparation and recording		\$250 + eRecording Fee at Cost	
CONSTRUCTION FEES/BONDS			
Calculated and collected by Development Services			
Bond Administration Fee:	- Cash/check: \$100	- Surety Bond/Letter of Credit \$300	- Reduction/Amendment \$100
Fee in Lieu Administration Fee:	\$100		
Construction Plan Submittal Fees (Subdivisions)			\$700 \$600 + \$10/Lot
Construction Plan Submittal Fees (Sites, Utility Extensions, etc.)			\$700 \$600 + \$15/Sheet
Re-submittal Fees – Construction Plans (3 rd submittal and every other subsequent submittal (3 rd , 5 th , 7 th , etc.)			½ Original Fee
Late Fee – Construction Plan Submittal and Resubmittal			\$300
Construction Plan Revisions (after initial approval)			\$75/sheet
Water Extension Permit Application			\$200
Sewer Extension Permit Application			\$480
Water and/or Sewer Extension Permit Amendment			\$100 each
Infrastructure Extension Record Drawing Review (1 st & 2 nd reviews)			\$200
Infrastructure Extension Record Drawing Review (3 rd , 5 th , 7 th , etc. reviews)			\$100
Infrastructure Extension Record Drawing Review (after initial approval/field changes)			\$100
Construction Inspection Fees:			
Water Lines	\$1.50 per linear foot	Fire Lanes	\$1.75 per linear foot
Sewer Lines	\$1.50 per linear foot	Sidewalks/Greenways	\$1.50 per linear foot
New Streets (public)	\$1.75 per linear foot per lane	Infill/Outparcel Lots	\$350 per lot
Curb & Gutter (All New/replaced public)	\$0.50 per linear foot	Driveway, residential	Per Building Permit Schedule
Storm Drains (public)	\$1.50 per linear foot	Driveway, not ready	Per Building Permit Schedule
Pump Station Review and Inspection	\$2,500 each	Driveway, reinspection	Per Building Permit Schedule
Warranty Bonds	25% of cost of installed and approved Infrastructure		
Performance Bonds	125% of cost of uninstalled Improvements		
*Repairs to damages water/sewer lines caused by construction shall be billed to the responsible party and include the cost of materials + 10% and current equipment and labor rates.			

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

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

COMMERCIAL BUILDING PERMIT FEES							
Calculated and collected by Building Inspections and Permitting							
NEW STRUCTURES, ADDITIONS AND ALTERATIONS (Base Fee) 1,2,3							
Total Gross Building Floor Area of Construction		Fee Computation		<div>1. Alterations to existing structures, with no footprint increase, are charged at a rate of .60 of the Permit Fee or the minimum per trade fee based upon the Single Trade Fee Schedule, whichever is greater.</div> <div>2. Permits for "shell" buildings are charged at a rate of .60 of the Permit Fee, based upon a Business Occupancy, or the minimum per trade fee based upon the Single Trade Fee Schedule, whichever is greater. Area within the building shell, which is intended to be occupied, will have the permit fees for the occupied area computed per footnote #1 above.</div> <div>3. Additional Miscellaneous Fees, listed below, will be added to the permit fees as applicable.</div>			
0 - 500	Per Trade (see schedule below)						
501 - 5,000	A x B = Permit Fees						
5,001 - 10,000	(A x B X .80) + (1,000 X B) = Permit Fee						
10,001 - 15,000	(A x B X .70) + (3,000 X B) = Permit Fee						
15,001 - 20,000	(A x B X .60) + (4,500 X B) = Permit Fee						
20,001 - above	(A x B X .50) + (6,500 X B) = Permit Fee						
A=Total Gross Building Floor Area		B= Fee Per Square Foot Based Upon Occupancy					
Single Trade Fee Schedule		Fee Per Square Foot of Floor Area Based on Occupancy					
Building/Pool/Hot Tub Building	\$150	Occupancy	Fee	Occupancy	Fee	Occupancy	Fee
Electrical/Pool/Hot Tub Electrical	\$75	Assembly	0.55	Factory/Industrial	0.40	Mercantile	0.50
Mechanical/Pool/Hot Tub Mechanical	\$75	Business	0.60	Hazardous	0.50	Residential	0.55
Plumbing/Pool/Hot Tub Plumbing	\$75	Educational	0.60	Institutional	0.60	Storage/Utility	0.30
Grading	\$75						
MISCELLANEOUS FEES							
Change of General Contractor		\$50					
Conditional Electrical Power Inspection (Apex and Duke)		Optional Inspection					
Conditional Mechanical Systems Inspection		Optional Inspection					
Demolition (All Trades)		\$120					
Dumpster Enclosure		\$150 (Single Trade Building)					
Electric Vehicle Parking		\$75 per site (No fee when at an existing development)					
Elevator		\$50 per elevator					
Fire Alarm		\$75					
Fire Pumps, each		\$250					
Fire Sprinkler System		\$0.03 per square feet					
Fire Suppression		\$50					
Grease/Oil Interceptor		\$50					
Hood Suppression		\$75					
Irrigation System		See Irrigation Meters (pg 5) + Capital Reimbursement Fees (pg 6)					
Refrigeration		\$75					
Retaining Wall Permit		\$1 per linear foot					
Sales/Construction Trailer/Modular Classroom		Per Single Trade Fee Schedule					
Sign – New		\$150 + \$75 if electrical needed					
Sign – Replacement		\$50					
Site Lighting		\$75					
Solar PV System		No Fee					
Spray Paint Booth, each		\$150					
Storage Tank, each		\$50 Plus Associated Single Trade Fees					
Swimming Pool		\$50 Plus Associated Single Trade Fees					
Temporary Power (Town of Apex)		\$125					
Water and Sewer Capital Reimbursement Fees and Water Meters		Refer to Capital Reimbursement Fee Schedule (pg 6)					
Work Without a Permit		Double Permit Fees					
Stop Work Order		\$150 (May Require Extra Trip Fee)					
Expired Permit		½ Cost of Original Permit Fee					
PLAN REVIEW FEES (Non-refundable)							
Per Trade (Not applied toward cost of permit)		\$100 (no fee for Electric Vehicle Parking at an existing development)					
Plan Modification (Not applied toward cost of permit)		½ Review Fee or ½ per trade fee for single trade modifications					
Re-review fee (Not applied toward cost of permit)		½ Review Fee @ 3 rd , 5 th , 7 th , etc.					
Re-stamp Plans, Per Trade		\$75					
Retaining Wall, Per submitted grouping (at least one per project/subdivision)		\$100					
EXPRESS PLAN REVIEW (2 hr. min) *				ADMINISTRATIVE FEES			
First Hour		\$1,000	Duplicate Building Record Card		\$10		
Each additional 15 minutes		\$250	General Records Research, Archive Files		\$3/page		
Cancellation Fee (3 days prior notice)		\$200	General Records Research, Current Files over 10 pages		\$0.50/page		
*when service is available							

INSPECTION FEES			
Water Resources Certificate of Occupancy - Water/Sewer Final	\$100	Job not ready for inspection or installation of tap, meter, etc.	\$150
Standard re-inspection fee (Building, Electrical, Mechanical, Plumbing, Driveway, Water, and/or Sewer)	\$75	Cancelled Inspection fee (not cancelled by 8:00 am of scheduled day)	\$75
Previous violations not corrected (all trades)	\$150		
ONE AND TWO FAMILY DWELLING PERMIT FEES			
Calculated and collected by Building Inspections and Permitting			
NEW STRUCTURES (Single Family/Duplex/Townhomes)		\$/SQ. FT.	MIN/\$/UNIT
3,000 Gross SF and Less		0.35	\$500
>3,000 Gross SF:(3000SFx \$0.35/SF)+(Additional SF x \$0.35/SF x.75) = Permit Fee		Per Formula	
ADDITIONS/ALTERATIONS 800 SQUARE FEET AND GREATER			ADDITIONS/ALTERATION LESS THAN 800 SQUARE FEET
	\$/SQ. FT.	MIN/\$/UNIT	MIN/\$/UNIT
Building	\$0.19	\$150	Building \$150
Electrical	\$0.09	\$75	Electrical \$75
Plumbing	\$0.09	\$75	Plumbing \$75
Mechanical	\$0.09	\$75	Mechanical \$75
ACCESSORY STRUCTURES		MIN/\$/UNIT	SINGLE TRADE FEE SCHEDULE
Decks, Sheds, Roof Additions & Detached Garages, 400 sq. ft. or less		\$75	Building/Pool/Hot Tub Building \$150
Decks, Sheds, Roof Additions & Detached Garages > 400 sq. ft.		\$150	Electrical/Pool/Hot Tub Electrical \$75
Trellis (Attached to a structure)		\$40	Mechanical/Pool/Hot Tub Mechanical \$75
Retaining Wall Plan Review		\$100	Plumbing/Pool/Hot Tub Plumbing (fire included) \$75
Retaining Wall		\$1 per linear foot	Grading \$75
MISCELLANEOUS			
Change of General Contractor		\$50	
Change of Lot		\$50	
Construction Trailer		Per Single Trade Fee Schedule	
Demolition (All Trades)		\$150	
Driveway		\$100/lot	
House Moved		\$375	
Irrigation		See Irrigation Meters (pg 5) + Capital Reimbursement Fees (pg 6)	
Mobile Home (All Trades)		\$150	
Modular Home (All Trades)		\$375	
Solar PV System		No Fee	
Stop Work Order		\$150 (May Require Extra Trip Fee)	
Temporary Power (Town of Apex Only)		\$125	
Work Without Permit		Double Permit Fees	
Expired Permit		½ Cost of Original Permit Fee	
PLAN REVIEW FEES (Non-refundable)			
Initial Fee for New Single Family and Townhome Construction (Not applied to cost of permit)		\$110	
Initial Fee All Other Construction (Not applied toward cost of permit)		\$100	
Plan Modification Fee (Not applied toward cost of permit)		½ Review Fee of affected trades	
Re-review Fee (Not applied toward cost of permit)		½ Review Fee @ 3 rd , 5 th , 7 th , etc.	
Re-stamp Plans		\$60	
INSPECTION FEES			
Water Resources Certificate of Occupancy - Water/Sewer Final		\$100	
Standard re-inspection fee (Building, Electrical, Mechanical, Plumbing, Water, and/or Sewer)		\$75	
Job not ready for inspection or installation of tap, meter, etc.		\$150	
Previous Building, Electrical, Mechanical, Plumbing violations not corrected		\$150	
EXPRESS PLAN REVIEW (2 HOUR MINIMUM) – When service is available			
First Hour		\$600 + \$150 each additional 15 minutes	
Cancellation Fee without (3 days prior notice)		\$200	

ELECTRICAL UNDERGROUND AND SERVICE LATERAL FEES

Calculated by the Electric Department

Primary Facilities:

Collected by Electric Department

Based on cost difference of normal overhead facilities and the requested underground facilities.

Single-Family	\$526.75 \$490/lot
Townhomes	\$526.75 \$490/unit
Apartments	\$526.75 \$490 point of delivery

Service Laterals:

Collected by Building Inspections Permitting

Charges are for the first 100 feet of service length. An excess footage charge, if applicable, is billed separately by the Electric Utilities Division at \$4.25/foot over 100 feet.

Single-Family	\$561 \$521.85/service lateral
Townhomes	\$561 \$521.85/service lateral

Apartments Apartments are typically served with multiple meter bases at approved locations; service laterals are usually installed in conjunction with the primary facilities and service lateral charges do not apply.

WATER TAPS AND METER FEES**

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

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

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

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

SEWER TAPS**

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

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

WATER BACTERIOLOGICAL SAMPLE FEE

Samples collected by Water Resources Department. Fees collected by Development Services ~~\$100~~\$75

SEWER AND STORMWATER RE-INSPECTION FEES

Submit to Water Resources Department

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

IRRIGATION METERS

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

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

Conditions:

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

WATER AND SEWER CAPITAL REIMBURSEMENT FEES

Calculated and collected by Inspections and Permitting & Planning

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

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

Utility Rates & Fees

CUSTOMER DEPOSITS

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

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

FEES

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

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

SOLID WASTE FEES

Yard Waste Collection	\$7.83/month	Dumpster Service	
Residential Roll-Out Cart	\$9.61 \$8.94/month	- 4 CY Dumpster	\$141.18 \$131.40/month
Commercial Roll-Out Cart	\$20.12 18.75/month	- 6 CY Dumpster	\$169.09 \$155.46/month
Recycling (Per Bin or Cart)	\$4.55 \$4.98/month	- 8 CY Dumpster	\$194.00 \$177.64/month
Bulk items	\$11/each	Bulk Items - Half Load	\$22
White Goods	\$18/each	Bulk Items - Full Load	\$40

STREET SIGN FEES

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

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

STORMWATER FEES	
Stormwater fees are effective January 2022. Stormwater utility fees are based on the total amount of impervious surface on an individual lot or parcel.	
Residential - Detached single-family homes, a duplex, or a manufactured home located on an individual lot or parcel.	
Tier 1: Small (400-1,500ft ²)	\$1.50
Tier 2: Medium (1,500-3,000ft ²)	\$5.00
Tier 3: Large (3,000-4,000ft ²)	\$7.50
Tier 4: Extra Large (>4,000ft ²)	\$10.00
Non-Residential - Parcels that contain more than two residential units, public/private institutional buildings, commercial buildings, parking lots, churches, etc.	\$5.00 per ERU (Total Impervious Area/\$2,700ft ² * \$5)
<i>*ERU (Equivalent Residential Unit) is the GIS Analysis of average impervious surface (rooftops, driveways, sidewalks, parking lots) per property. Approximately 2,700 ft²</i>	
<i>*Properties with less than 400ft² of impervious surface are exempt.</i>	

WATER & SEWER RATES			
Water Rates		Inside Town Limits	Outside Town Limits
Water Base Charge		\$6.00	\$12.00
Water Volumetric Rates (per 1,000 gallons)			
Commercial		\$4.25	\$8.50
Residential	Tier 1: 0 - 6,000 gal	\$4.25	\$8.50
	Tier 2: 6,001 - 12,000 gal	\$4.89	\$9.78
	Tier 3: > 12,000 gal	\$6.59	\$13.18
Wholesale Water Base Charge	\$5.45	Wholesale Water Volumetric Rates (per 1,000 gallons) \$4.09	
Sewer Rates		Inside Town Limits	Outside Town Limits
Sewer Base Charge		\$10.75	\$21.50
Sewer Volumetric Rates (per 1,000 gallons)			
Commercial & Residential		\$7.45	\$14.90
Colvin Park/White Oak *		\$12.55	N/A
*Per the Alternative Sewer Agreement, "the Apex special published rate shall be based on the Cary published residential rate per thousand gallons plus an Apex charge of \$2 per thousand gallons."			
Wholesale Sewer Base Charge		\$10.75	Wholesale Sewer Volumetric Rates (per 1,000 gallons) \$7.45
Flat Rate Sewer		\$40.00/month	
Irrigation Rates		Inside Town Limits	Outside Town Limits
Irrigation Base Charge		\$6.00	\$6.00
Irrigation Volumetric Rates (per 1,000 gallons)		\$6.59	\$13.18
Bulk Water			
Hook Up Fee (per connection)	\$12	Hydrant meter	
Volumetric Rates (per 1,000 gallons)	\$7.20	- Set up/Relocate/Pickup	\$50/event
		- Rental Fee	\$12/day
		- Hydrant Meter replacement and/or repair	At cost + 10%

ELECTRIC RATES					
Service	Base Charge	Energy Charge (per kWh) All			
Residential	\$25.00	\$0.0942			
Service	Base Charge	Energy Charge (per kWh) ALL			
Small General Service	\$27.00	\$0.0966			
Service	Base Charge	Energy Charge (per kW)			
		On Peak	Off Peak	Bilateral Credit On Peak	Bilateral Credit Off Peak
Residential-Time of Use-TOU	\$25.00	\$ 0.195	\$0.0518	\$0.1303	\$0.031
Small General Service-TOU	\$27.00	\$0.195	\$0.0537	0.1303	\$0.031
Service	Base Charge	Energy Charge (per kWh) ALL		Demand Charge (per kW) ALL	
Medium General Service	\$85.00	\$0.0731		\$7.75	
Medium General Service-TOU	\$85.00	\$0.07		\$11.50	
Large General Service	\$175.00	\$0.0593		\$10.32	
Large General Service-TOU	\$175.00	\$0.0579		\$11.86	
Service	Base Charge	Energy Charge (per kWh) ALL		Demand Charge (per kW)	
				All Coincident Demand	All Excess Demand
Large General Service-Coincident Peak	\$350.00	\$0.0451		\$20.18	\$3.93

ELECTRIC RATES			
Outdoor Lighting			
Standard Lighting Service Basic Rate The basic rate does not include the monthly charges for additional facilities, outdoor lighting poles, underground service, or any contribution required under this Schedule.			
Sodium Vapor Units* Obsolete – no longer installed	Wattage	Monthly Charge	Monthly kWh
5,800 lumen-semi	70	\$8.230/Fixture	29/Fixture
9,500 lumen-semi	100	\$9.15/Fixture	46/Fixture
9,500 lumen-enclosed/post/flood	100	\$10.42/Fixture	46/Fixture
27,500 lumen-enclosed	250	\$18.67/Fixture	99/Fixture
27,500 lumen flood	250	\$19.86/Fixture	109/Fixture
50,000 lumen-enclosed	400	\$25.17/Fixture	152/Fixture
50,000 lumen flood	400	\$27.55/Fixture	168/Fixture
LED Units			
Acorn Fixture	51	\$19.36 \$14.90/Fixture	29/Fixture
Shoebox – 1	61	\$12.17 \$11.53/Fixture	29/Fixture
Shoebox – 2	151	\$19.57 \$18.02/Fixture	29/Fixture
Area Light	51	\$8.71 \$8.15/Fixture	29/Fixture
Cobrahead – 1	51	\$11.38 \$9.88/Fixture	29/Fixture
Cobrahead – 2	151	\$17.51 \$17.40/Fixture	29/Fixture
Lantern – 1 w/ Lens	51	\$15.19 \$14.55/Fixture	29/Fixture
Lantern – 2 w/o Lens	51	\$18.29 \$14.43/Fixture	29/Fixture
Special Contract Lights <i>(residential dedicated public streets outside corporate limits)</i>		Monthly charge	Special Area Lighting Pole Monthly Charge
100-watt HPS enclosed luminaire on approved wood pole	\$2.29/customer	Wood	\$ 2.51/pole
Fiberglass pole or post w/ approved 100-watt HPS luminaire	\$2.93/customer	Metal, fiberglass or post Decorative square metal	\$ 3.51/pole \$13.01/pole
Non-standard Premium Lighting Service The following charges are in addition to Standard Lighting Service Basic Rate identified above.			
Premium Lighting Fixtures	Monthly charge	Premium Posts / Brackets	Monthly charge
Prismatic series classic or colony top	\$3.63/Fixture	Decorative shroud w/ standard fiberglass post	\$11.74/post
Prismatic series classic or colony top w/ crown & rib	\$4.36/Fixture	Fluted direct bury post	\$18.53/post
Vandermore series w/o spikes	\$2.42/Fixture	Premium Twin mounting bracket	\$4.84/bracket
*Maintenance only; no new installs			
Underground Service: For Underground service, the monthly bill will be increased by \$3.50 per pole or, in lieu thereof, a one-time contribution of \$175.17 per pole. The monthly UG charge, if selected, may be terminated at any time upon payment by Customer of the one-time contribution. The UG charge will be waived if the lighting facilities are installed during the installation of the main electric facilities. The monthly pole charge defined below will also be applicable to underground service.			
Additional Facilities			
1. Multiple area lighting fixtures may be installed per pole subject to town review and approval. The monthly charge for each additional fixture will be the charge in accordance with the Monthly Rate for that fixture.			
2. For distribution transformer and/or primary conductor extension, 2% of the estimated installed cost of the excess circuit.			
3. For an underground circuit in excess of 250 feet for an area lighting pole, 2% of the estimated installed cost of the excess circuit.			
4. For a metal pole, 2% of the estimated cost of overhead or underground metal poles requiring special construction or features, which are in excess of the estimated, installed cost of standard underground metal poles.			

VENDOR FEES			
Obtain Permit from the Town of Apex Police Department			
Solicitor/Peddler/Park Concessioner*		Transient/Mobile Food Vendors	
30-day Permit	\$50	Annual Permit	\$150
90-day Permit	\$100	*Anyone selling anything, including food, in a Town of Apex Park must obtain a Park Concessions Permit.	
180-day Permit (Park Concessions Only)	\$175		
<ul style="list-style-type: none">• Solicitor - Anyone going door-to-door to take orders for products, share information or seek donations.• Peddler – Anyone transporting goods door-to-door for sale (i.e. ice cream truck).• Park Concessioner – Anyone selling merchandise, food, and or beverages in a town park.• Transient Vendor - Anyone selling goods or services from a temporary business location (i.e. parking or vacant lot).• Mobile Food Vendor - Anyone selling food and/or beverages from a readily movable food unit			

FIRE DEPARTMENT FEES			
Submit request and fees to Customer Service			
Inspection Fees	\$0	False Alarm Fines (per Calendar Year)	
Reinspection (charged for 2nd and all subsequent reinspections)	\$75	4 false alarms	\$150
Fire Inspections Violation Fines:		5 false alarms	\$200
Imminent hazard violation	\$250	6 + false alarms	\$250 each
Hazardous Materials Consumable Items	At Cost	Fire Flows	\$75

PARKS & RECREATION					
Fees are paid to Parks & Recreation					
Withdrawal₁					
- 10+ days advance notice				\$5.00	
- Less than 10 days' notice & participant can be replaced from a waiting list				75% of costs	plus \$5 processing fee
1. No refunds are issued when the amount is less than \$6.00. No refunds are issued when non-refundable deposits, admission fees or costs are paid in advance by the Town.					
	Resident	Non-Resident		Resident	Non-Resident
Fishing Licenses			Senior Exercise Membership (55+)	\$0 for unlimited	\$10 for 20 visits
- 12 years & under	\$0	\$10/year	Open Gym / Pickle Ball	\$0	\$5/visit or \$20/10-visits
- 13-54 years old	\$0	\$25/year	Open Gym Pass - Basketball/Volleyball/Senior Pickleball (for 10 visits)		
- 55 +	\$0	\$6/year	- Age 0-7	\$0	\$5
- Guest Pass	\$0	\$5/visit	- Age 8-17	\$5	\$20
Dog Park Passes			- Age 18-54	\$10	\$30
- Single Dog	\$0	\$5	- Age 55+	\$0	\$20
- Multiple Dogs	\$5	\$20	Vessel Permits (Jan – Dec)	\$5/year	\$40/year
- Additional Passes	\$10/pass	\$10/pass			
Facility Rentals					
All reservations for 100 persons or more require Director approval and may require additional attendants, police and other requirements as deemed necessary by APRCR					
	Resident	Non-Resident	Halle Cultural Arts Center	Resident	Non-Resident
Facility Deposit (Refundable)	\$250	\$250	- Auditorium	\$100/hour	\$150/hour
Amphitheater Deposit (Refundable)	\$200	\$200	- Sound/Light Booth	\$50/hour	\$75/hour
After Hours Rentals ₂	\$40/hour	\$40/hour	- Overnight Storage	\$50/night	\$75/night
Community Center			- Studio Gallery	\$50/hour	\$75/hour
- Summit Room	\$35/hour	\$52.50/hour	- Studio A	\$35/hour	\$52.50/hour
- Summit Room Projector Fee	\$15/hour	\$15/hour	- Piano (separate \$200 deposit required))	\$25/hour	\$37.50/hour
- Pinnacle Room	\$35/hour	\$52.50/hour	- Attendant Fees (after hours)	\$20/hour	\$20/hour
- Zenith Room	\$35/hour	\$52.50/hour	- 4 Hour Auditorium Package	\$600	\$900
- Catering Kitchen ₃	\$21/hour	\$31.50/hour	- 4 Hour Gallery Package	\$400	\$600
- Arts & Crafts Room	\$21/hour	\$31.50/hour	-		
Senior Center₄			Field & Gym Rentals₆		
- Salem Meeting Room (#108)	\$100/hour	\$150/hour	Athletic Field – natural turf (no lights)	\$40/hour	\$60/hour
- Saunders Meeting Room (#110)	\$100/hour	\$150/hour	Athletic Field – natural turf (w/ lights)	\$60/hour	\$80/hour
- Seaboard Meeting Room (#112)	\$100/hour	\$150/hour	Athletic Field – synthetic turf (no lights)*	\$70/hour	\$105/hour
- Projector Fee (#108,110 or 112)	\$15/hour	\$15/hour	Athletic Field – synthetic turf (w/ lights)*	\$90/hour	\$125/hour
- Large Projector (#108,110 & 112)	\$30/hour	\$30/hour	Gym - Whole	\$65/hour	\$97.50/hour
- Kitchen Room (#120)	\$30/hour	\$45/hour	* Synthetic Turf Fields require additional \$250 Damage Deposit		
- Chatham Classroom (#131)	\$35/hour	\$52.50/hour	* Natural Turf Fields require additional \$100 Damage Deposit		
- Friendship Classroom (#133)	\$35/hour	\$52.50/hour	Shelter Rentals		
- Arts & Crafts Room (#202)	\$35/hour	\$52.50/hour	Refundable Deposit (Shelter)	\$125 \$100	\$125 \$100
- Hunter Exercise Room (#210)	\$30/hour	\$45/hour	Apex Community Park – small	\$17.50/hour	\$26.25/hour
- Hughes Exercise Room (#215)	\$30/hour	\$45/hour	Apex Community Park – large	\$22.50/hour	\$33.75/hour
- Salem, Saunders & Seaboard ₅	\$1,200/4 hours	\$1,500/4 hours	Hunter Street Park – small	\$17.50/hour	\$26.25/hour
Other Amenity Rentals			Jaycee Park – small	\$17.50/hour	\$26.25/hour
- Tennis Courts (2 min / 4 max)	\$15/hour/court	\$22.50/hour/court	Kelly Road Park small	\$17.50/hour	\$26.25/hour
- Sand Volleyball Court	\$15/hour/court	\$22.50/hour/court	Nature Park – small	\$17.50/hour	\$26.25/hour
- Disc Golf Course	\$45/hour	\$67.50/hour	Nature Park – large	\$22.50 \$17.50	\$33.75 \$26.25
- Amphitheater (1/2 day)	\$115 \$125	\$172.50 \$187.50	Seagroves Farm Park - small	\$17.50/hour	\$26.25/hour
- Amphitheater (whole day)	\$250	\$375			
- Attendant Fee (100+ Guests)	\$20/hour	\$20/hour			
- Extra Table Fee	\$3/table	\$3/table			
2. Requires additional approval by Director; 3. attached to Zenith Room 4. Projector use is an additional fee as noted, 5. Fee includes after hours attendant fees for 2 attendants, kitchen and all three rooms) 6. All rentals require a 2-hour minimum.					

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

Town of Apex, North Carolina
FY 2022 – 2023 Annual Budget

New Position Recommendations

Department	Hire Date	Position	Qty	FY22-23 Personnel Cost	Operating & Capital Costs	Total Costs
General Fund						
Administration	10/1/2022	Deputy Town Manager	1	180,995	3,195	184,190
	1/1/2023	Management Analyst	1	54,592	3,445	58,037
Human Resources	7/1/2022	Assistant Director HR	1	164,261	12,985	177,246
	1/1/2023	Training & Development Coordinator	1	63,271	8,995	72,266
	7/1/2022	Senior HR Analyst	1	103,892	8,995	112,887
	7/1/2022	Safety & Workers Comp Coordinator	1	104,772	3,445	108,217
Information Technology	7/1/2022	IT Analyst (Project Manager)	1	123,785	75	123,860
	7/1/2022	IT Technician (Public Safety)	1	104,772	195	104,967
	7/1/2022	IT Analyst (A/V & Broadcasting)	1	123,785	3,345	127,130
	7/1/2022	GIS Technician (Public Utilities)	1	104,772	5,195	109,967
Communications	10/1/2022	Digital Media Specialist	1	86,025	10,670	96,695
Budget	7/1/2022	Performance & Strategy Analyst	1	113,816	8,995	122,811
Community & Neighborhood Connections	1/1/2023	Neighborhood Services Director	1	88,553	3,695	92,248
	3/1/2023	Community Engagement Coordinator	1	36,394	3,445	39,839
	7/1/2022	Housing Technician	1	104,772	10,715	115,487
	7/1/2022	Housing Specialist	1	118,678	3,500	122,178
Planning	10/1/2022	Planner I	1	86,025	6,395	92,420
Police	10/1/2022	Lieutenant/Watch Commander	2	220,341	189,198	409,539
	7/1/2022	Evidence / Quartermaster Clerk	1	85,674	75	85,749
	10/1/2022	Administrative Coordinator	1	55,281	12,195	67,476
	7/1/2022	Captain - Special Operations	1	160,255	85,980	246,235
Fire	8/1/2022	Battalion Chief	3	386,890	145,063	531,953
	8/1/2022	Fire Lieutenant	3	326,365	30,733	357,098
	8/1/2022	Fire Engineer	3	300,254	30,733	330,987
	7/1/2022	Firefighter	5	463,798	51,243	515,040
	1/1/2023	Deputy Fire Chief	1	85,341	133,736	219,077

Town of Apex, North Carolina
FY 2022 – 2023 Annual Budget

New Position Recommendations

Department	Hire Date	Position	Qty	FY22-23 Personnel Cost	Operating & Capital Costs	Total Costs
Transportation & Infrastructure Development	1/1/2023	Traffic Safety Engineer	1	67,388	12,095	79,483
	7/1/2022	Transportation & Infrastructure Devpt. Director	1	177,105	3,695	180,800
	10/1/2022	Administrative Support Specialist	1	65,925	3,445	69,370
	7/1/2022	Acquisition Program Support Specialist	1	82,383	3,445	85,828
	7/1/2022	Capital Projects Inspector	1	113,815	42,100	155,915
Facilities	7/1/2022	Administrative Support Specialist	1	82,383	15,164	97,547
	1/1/2023	Facilities Maintenance Technician	1	44,565	1,243	45,808
Parks & Recreation	7/1/2022	Park and Greenways Planning Technician	1	82,383	1,075	83,458
	10/1/2022	Senior Center Manager	1	81,887	7,195	89,082
	10/1/2022	Park Attendant	1	55,064	1,470	56,534
	10/1/2022	Park Attendant	1	55,064	1,470	56,534
	1/1/2023	Assistant Director of Recreation Programs	1	76,706	12,245	88,951
	7/1/2022	Athletics & Grounds Worker	1	76,276	39,570	115,846
Cultural Arts Center	7/1/2022	Special Events Coordinator	1	92,760	30,895	123,655
Fund Total			51	5,001,061	951,347	5,952,409

Water Sewer Fund						
Stormwater	7/1/2022	Stormwater Utility Coordinator	1	109,183	3,795	112,978
Water Maintenance	7/1/2022	Utility Field Supervisor	1	113,815	52,210	166,025
	7/1/2022	Utility Maintenance Worker	1	79,248	43,085	122,333
Fund Total			3	302,246	99,090	401,336

Electric Fund						
Electric Utility	7/1/2022	System Operator (Solar)	1	129,146	16,595	145,741
	7/1/2022	Head Arborist	1	129,146	4,220	133,366
Fund Total			2	258,293	20,815	279,108

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PUBLIC HEARING

Meeting Date: June 14, 2022

Item Details

Presenter(s): Shawn Purvis, Assistant Town Manager

Department(s): Administration

Requested Motion

Possible motion to adopt the FY2022-2023/2025-2026 Capital Improvement Plan and associated capital project ordinances

Approval Recommended?

Yes

Item Details

The CIP is a multi-year plan for major capital expenditures such as the acquisition of land; construction or significant renovation of public facilities; construction of new transportation infrastructure; expansion or significant renovation of water, wastewater, electric, or stormwater infrastructure; capital equipment to support operations; or any combination of the above with an asset value of greater than \$100,000 and a useful life of greater than three years.

Once adopted by the Town Council, the CIP becomes a statement of town policy regarding the need, priority, timing, and funding of future capital projects. As a plan, projects and funding mechanisms are subject to change based on new or shifting service needs, special financing opportunities, emergency needs, or other directives or priorities established by the Town Council. Adoption of the CIP does not guarantee funding or project approval.

Attachments

- CIP
- Capital Project Ordinances



Town of Apex, North Carolina
FY 2022 – 2023 Annual Budget

Capital Project Ordinance Amendment 2022-7

Street Improvements Project Fund

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

Section 1. The revenues anticipated for the projects are:

Transfer from General Fund	\$ 760,000
Transfer from Transportation Reserve	\$ 500,000
Total Revenues	\$ 1,260,000

Section 2. The expenditures anticipated are:

Salem St. Streetscape	\$ 160,000
Justice Heights Extension	\$ 250,000
School Improvement Cost Share	\$ 500,000
Ragan Road Sidepath	\$ 200,000
Tingen Pedestrian Bridge	\$ 150,000
Total Expenditures	\$ 1,260,000

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

Adopted this the 14th day of June, 2022.

Attest:

Jacques K. Gilbert, Mayor

Allen Coleman, Town Clerk

Town of Apex, North Carolina
FY 2022 – 2023 Annual Budget

Capital Project Ordinance Amendment 2022-8

Water/Sewer Capital Project Fund

BE IT ORDAINED, by the Council of the Town of Apex that the Capital Projects Ordinance previously entitled "Water/Sewer Capital Project Fund" be amended as follows:

Section 1. The revenues anticipated for the projects are:

Transfer from Water/Sewer Fund	\$ 1,400,000
Transfer from Water Sewer Reserve	\$ 4,022,200
Total Revenues	\$ 5,422,200

Section 2. The expenditures anticipated are:

Western Pressure Zone	\$ 2,100,000
Big Branch 2 Pump Station	\$ 1,000,000
Cary - Apex Water Treatment Plant Projects	\$ 922,200
Beaver Creek Commons Gravity Sewer Extension	\$ 1,400,000
Total Expenditures	\$ 5,422,200

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

Adopted this the 14th day of June, 2022.

Attest:

Jacques K. Gilbert, Mayor

Allen Coleman, Town Clerk

Town of Apex, North Carolina
FY 2022 – 2023 Annual Budget

Capital Project Ordinance Amendment 2022-9

Electric Capital Project Fund

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

Section 1. The revenues anticipated for the projects are:

Transfer from Electric Fund	\$	1,000,000
Total Revenues	\$	1,000,000

Section 2. The expenditures anticipated are:

Smart Grid Meters & Load Control	\$	1,000,000
Total Expenditures	\$	1,000,000

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

Adopted this the 14th day of June, 2022.

Attest:

Jacques K. Gilbert, Mayor

Allen Coleman, Town Clerk

Town of Apex, North Carolina
FY 2022 – 2023 Annual Budget

Capital Project Ordinance Amendment 2022-10

Recreation Capital Project Fund

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

Section 1. The revenues anticipated for the projects are:

Transfer from General Fund	\$ 950,000
Total Revenues	\$ 950,000

Section 2. The expenditures anticipated are:

Beaver Creek Greenway	\$ 650,000
Annual Miscellaneous Greenway Connections	\$ 300,000
Total Expenditures	\$ 950,000

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

Adopted this the 14th day of June, 2022.

Attest:

Jacques K. Gilbert, Mayor

Allen Coleman, Town Clerk

Town of Apex, North Carolina
FY 2021 – 2022 Annual Budget

Capital Project Ordinance Amendment 2022-11

General Capital Project Fund

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

Section 1. The revenues anticipated for the projects are:

Transfer from General Fund	\$	325,000
Total Revenues	\$	325,000

Section 2. The expenditures anticipated are:

Firearms Training Center	\$	325,000
Total Expenditures	\$	325,000

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

Adopted this the 14th day of June, 2022.

Attest:

Jacques K. Gilbert, Mayor

Allen Coleman, Town Clerk

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Section 1: Overview of the Capital Improvement Plan

The Capital Improvement Plan (CIP) is the planning mechanism by which the Town Council allocates limited financial resources to implement long-term goals as defined in the Town's Strategic Plan, Advance Apex: The 2045 Transportation Plan, the Downtown Master Plan, the Parks and Recreation Master Plan, and other similar planning documents. The purpose of the CIP is to forecast and match projected revenues and major capital needs over a five-year period. Capital planning is an important management tool that strengthens the linkage between community infrastructure needs and the financial capacity of the town.

The CIP is a multi-year plan for major capital expenditures such as the acquisition of land, construction or significant renovation of public facilities (i.e. buildings/parks), construction of new transportation infrastructure (i.e. roads, sidewalks, multi-use paths), expansion or significant renovation of water, wastewater, electric, or stormwater infrastructure, capital equipment to support operations, or any combination of the above. Projects eligible for inclusion in the CIP are those with an asset value of greater than \$100,000 and a useful life of greater than three years.

When identifying new projects, staff looks to the long-term priorities and direction set by Town Council and submits formal requests through the CIP process. A formal request includes a description of the project, an explanation of how the project implements an established goal, the estimated cost of the project, and an estimate of the recurring costs associated with a completed project (i.e. additional staff, additional utilities, etc.). The formal request also includes an analysis of alternative solutions, if any, and a statement on the effect on services and/or programs if the project is not funded.

Once adopted by the Town Council, the CIP becomes a statement of town policy regarding the need, priority, timing, and funding of future capital projects. The Capital Improvement Plan is simply that – a *plan*. As such, projects and funding mechanisms are subject to change based on new or shifting service needs, special financing opportunities, emergency needs, or other directives or priorities established by the Town Council. Future needs and financial constraints may result in changes in priority over the five-year period; and because priorities can change, projects included in outward planning years are not guaranteed for funding. The CIP represents the best judgment of Town Administration and Town Council at the time the Plan is adopted. Priorities established in the CIP subsequently guide decisions made by Town Administration and the various boards and commissions appointed by Town Council.

The Town of Apex CIP achieves five major objectives as a component of the town's budget and financial planning process:

1. Helps the town rationally and intelligently plan for the repair, replacement, and acquisition of capital items that are necessary in providing high-quality services to the residents of Apex.
2. Assists in fiscal planning by forecasting capital demands together with future revenues and expenditures.
3. Ensures better coordination, evaluation, and planning of projects to serve the community and its needs.
4. Serves, together with the annual budget and other financial plans, as a guide to decision-making for the Town Council, Town Manager, and staff.
5. Serves as a systematic and comprehensive analysis of capital needs, increasing the probability of making rational budgetary judgments since improvements are identified, prioritized, and matched to the projected fiscal resources of the town.

Relationship to the Annual Operating Budget

Some CIP projects are funded through annual operating funds, such as the General Fund, Electric Fund, and the Water and Sewer Fund. In these cases, the CIP and the Annual Operating Budget are directly linked as CIP projects become authorized through the adoption of the Annual Operating Budget. Projects funded through debt financing also impact the operating budget through ongoing debt service expense. Finally, some completed CIP projects will directly impact the operating budget as they will require ongoing expenses for staff and other operating costs.

CIP Structure

The CIP is organized into seven functional categories, called “elements,” in order to group projects with similar items.

1. **Transportation Element:** funds the construction of new roadways, improvements to existing roadways, sidewalks, bicycle and pedestrian facilities, transit projects, and railroad crossing improvements. Implementation of Advance Apex: The 2045 Transportation Plan, Bike Apex, and the Downtown Master Plan and Parking Study are funded in this element.
2. **Parks, Recreation, and Cultural Resources Element:** funds the acquisition of land for new park and greenway facilities, the construction of park and recreation amenities, and major maintenance of current facilities. Implementation of the Parks and Recreation Master Plan is funded in this element.
3. **Public Safety Element:** funds the acquisition of capital equipment to support the operations of the three public safety departments in the town (Fire, Police, and Emergency Communications). Public safety facilities are considered in the public facilities element.
4. **Public Facilities Element:** funds the construction and major maintenance of general government and public safety facilities and infrastructure. This element also funds improvements to communications and technology infrastructure.
5. **Public Works & Environmental Services Element:** funds projects designed to manage and mitigate the effects of stormwater runoff, manage the collection and disposal of solid waste, and maintain streets. These projects include structural improvements, Stormwater Control Measure (SCM) construction, and the major maintenance of this infrastructure. They also include equipment needed to manage solid waste collection and maintain town streets.
6. **Electric Utility Element:** funds the construction, maintenance, and improvement of electric distribution infrastructure. These projects include substation additions and upgrades, distribution line extensions, major maintenance of infrastructure, and the equipment necessary to maintain the system.
7. **Water & Sewer Utility Element:** funds the construction and improvement of water and sewer infrastructure. These projects include main additions and replacements, water/wastewater treatment plant renovations/expansions, filter rehabilitation, pump station additions, major maintenance of infrastructure, and the equipment necessary to maintain the system.

Capital Improvement Funding

The sources of funding used to execute the Plan are as important as the capital projects contained in the Plan. Capital Improvements for the Town of Apex are funded using a variety of sources that are broadly categorized as cash or debt financing.

Cash, or pay-as-you-go (paygo), funds come from sources such as tax revenue, development related fees (recreation, transportation, and capacity fees), program fees, State revenue, and interest earnings. Some of these sources, such as State revenue from the Powell Bill, town recreation fees, and certain others, may only be spent to meet certain needs. Other revenue sources come with no restriction on the needs they may be used to address. Major funding sources for the CIP are described below:

General Fund: General Fund revenue, such as ad valorem taxes, sales taxes, utility taxes, and other similar revenues are used to fund town operations and may be used to fund capital projects such as facility improvements, transportation system improvements, and other similar projects. Compared to other sources, General Fund resources are a flexible revenue source without restrictions on their use.

Enterprise Funds: Enterprise funds, such as the water/sewer fund and the electric fund, collect user fees as part of their operations, then invest a portion of that revenue into capital projects. The town uses these funds only for corresponding

enterprise projects. For instance, the electric fund only pays for projects related to the electric system, and not for projects related to water/sewer or any General Fund related project.

Water/Sewer Capital Reimbursement Fees: These fees are charged, based upon a Town Council-approved Development Fee Schedule, to developers of land within the Town of Apex to pay for the capital facility burden created by new development. Revenue from these fees is restricted to be used for capital improvements to the water/sewer system or to fund payment of debt service for improvements to these systems.

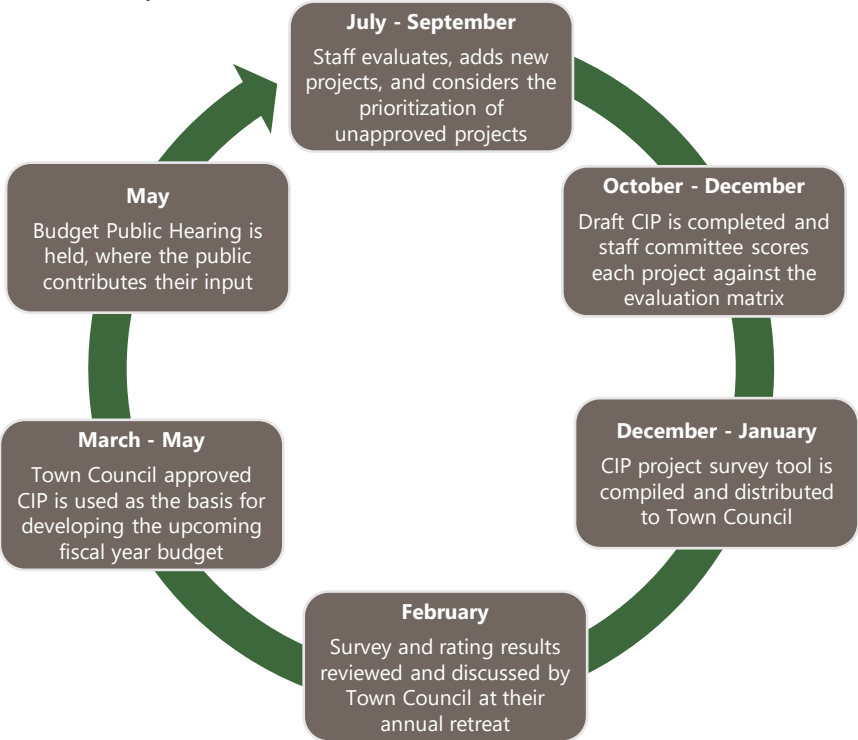
Debt Financing: For debt financing, the town uses several types of debt mechanisms, including general obligation bonds, revenue bonds, and traditional lease-purchase or installment financing. The mechanism selected varies depending on the level of funding needed, the term of the need, and current debt market conditions. General obligation bonds are approved by voters and are backed by the town’s taxing authority to repay the bonds. Revenue bonds pledge the revenue generated by specific enterprise (water, sewer, electric) charges.

Recreation Subdivision Fee-in-Lieu of Dedication: These fees are charged, based upon a Town Council-approved Development Fee Schedule, to developers of land within the Town of Apex and its Extraterritorial Jurisdiction (ETJ). Revenue from these fees is restricted to be used for park and recreation system expansion/improvements or to fund payment of related debt service.

Reserve from Prior Years: As capital projects are completed, any unspent budgeted amounts accumulate into capital reserves, which are available to fund future projects. Capital reserves can also build up when the town collects revenue in excess of the amount budgeted for development fees described above.

The CIP Process

The process for developing the CIP, as illustrated below, begins shortly after the beginning of a new fiscal year (July 1) as staff considers unmet capital needs in the recently adopted budget and other emerging needs. For each project, staff in the requesting department complete a CIP project request form and compile supporting documentation. All CIP project requests are due by mid-October of each year.



Following an evaluation of current projects and needs, new projects are proposed to the 5-year plan. Using these proposals alongside pre-existing projects, a selection of senior staff representing the various departments are tasked with using an evaluation matrix to score the projects across eight categories, including public health and safety, legal mandates (as illustrated in the table to the right), economic development capacity, funding/budget impact, and other technical factors.

Legal Mandate	
* Select all that apply	Points Possible
Project mandated by State and/or	10 points
Project mandated by Town Council	7 points
Project mandated by legal settlement, contractual obligation or regulation	5 points
Project corrects a violation of Town or State code that would result in fines	2 points
Not Applicable	0 points

In preparation for the Town Council Annual Retreat in February, the Mayor and Town Council Members are provided with a survey tool to rank a selection of General Fund projects. The ranking excludes projects that are considered necessary for operations, such as replacement leaf trucks and radio replacements for public safety.

While the staff ratings focused on technical factors, the Mayor and Town Council rank the projects while keeping in mind how well they addressed each of the Town Council's five strategic goals:

High Performing Government: Deliver exceptional service valuing an engaged workforce with an emphasis on efficiency, collaboration, innovation, and inclusion.

Responsible Development: Encourage equitable and sustainable development that provides accessibility and connectivity throughout the community.

Environmental Leadership: Commit to sustaining natural resources and environmental well-being.

Economic Vitality: Improve and sustain an environment that invites and retains a diversity of residents, employment opportunities, and businesses.

A Welcoming Community: Create a safe and welcoming environment fostering community connections and high-quality recreational and cultural experiences supporting a sense of belonging.

The ranked responses from the Mayor and Town Council members for each proposal are averaged to create a project prioritization order. This order reveals which projects the Mayor and Town Council determine are most critical to achieving the town's strategic goals and, accordingly, have the most pressing need for immediate funding.

Using the prioritization list created with the averages of the Mayor and Town Council's rankings for each project and a measure of dispersion (standard deviation), the results are then used to assign projects into quartiles based on average ranking and agreement. This helps illustrate projects where the Town Council is in agreement on ranking (high or low) and is used as the basis for further discussion on projects that have higher than average disagreement.

1 st Quartile - Above Average Score, Above Average Agreement	2 nd Quartile - Above Average Score, Below Average Agreement
Beaver Creek Extension Phase I & Phase II Jessie Drive Phase I and Phase II Justice Heights Street Extension Ragan Road Sidepath Repurpose Depot Parking Lot Safe Routes to School South Salem Street Bicycle Connection Tunstall House Restoration West Street Park Improvements	Apex Peakway Southeast Connector Environmental Education Center GoApex Transit Program Salem Street Downtown Streetscape and Resurfacing Tingen Road Pedestrian Bridge
3 rd Quartile - Below Average Score, Below Average Agreement	4 th Quartile - Below Average Score, Above Average Agreement
Apex Nature Park/Seymour Athletic Fields Parking Lot Expansion Beaver Creek Greenway Improvement Pleasant Park Baseball & Softball Complex Fire Station 37 Hunter Street Bike Track Land Purchase for Affordable Housing Pristine Water Drive Connector Production Drive Extension Station 31 Rebuild	Apex Community Park Parking Lot Expansion Big Branch Greenway Davis Drive at Salem Church Road Realignment Jaycee Park Expansion KidsTowne Playground Renovation Middle Creek Greenway Reedy Branch Greenway

The chart above reflects the project distribution. Quartile 1, the green block, contains projects with above average rankings and general agreement. These projects are considered the highest relative priority by the Town Council. Quartile 4, the red block, represents projects with below average rankings and general agreement. Quartile 2 and 3, the yellow and orange blocks, represent the middle ground where there is more disagreement. The Town Council focuses discussion on many of these projects in the 2nd and 3rd quartiles.

Following Town Council input and approval, the CIP is used as a basis for budgeting in the coming fiscal year and in formulating financial forecasts prepared as part of the budget process. Public input is solicited through two public hearings held during the budget process.

Resident Budget Priorities Survey

The Town of Apex resident budget priorities survey invites Apex residents to share their input on budgetary decisions. The online survey presents residents with two different ranking tools. First, residents are given the opportunity to indicate the importance they place on the following broad budgeting categories, which staff developed according to the priorities highlighted by the town's strategic goals and ongoing plans, such as the Downtown Plan, Affordable Housing Plan, and others. Staff present the categories with the following brief descriptions prior to the ranking:

Recreation and Cultural Opportunities: Construction of new parks, greenways and facilities; maintenance and improvements to existing parks, greenways, and facilities; and athletic and cultural arts programming.

Transportation and Infrastructure: Construction and improvement of roadways, sidewalks, and bicycle lanes; public transit projects; and railroad crossing improvements.

Environmental Sustainability: Stormwater management; sanitation and recycling services; and initiatives to decrease the Town's carbon footprint, such as renewable energy improvements to Town facilities.

Economic Stability and Growth: Identifying and purchasing new development sites; recruiting new business and industry; and launching marketing initiatives for downtown businesses.

Housing Affordability: Programs to assist with home rehabilitation for low-income homeowners; emergency rental assistance; down-payment assistance for new homebuyers; construction of affordable housing units; and homeownership counseling.

Public Safety: Resources to support the operations of the three public safety departments within the Town: Fire, Police, and Emergency Communications.

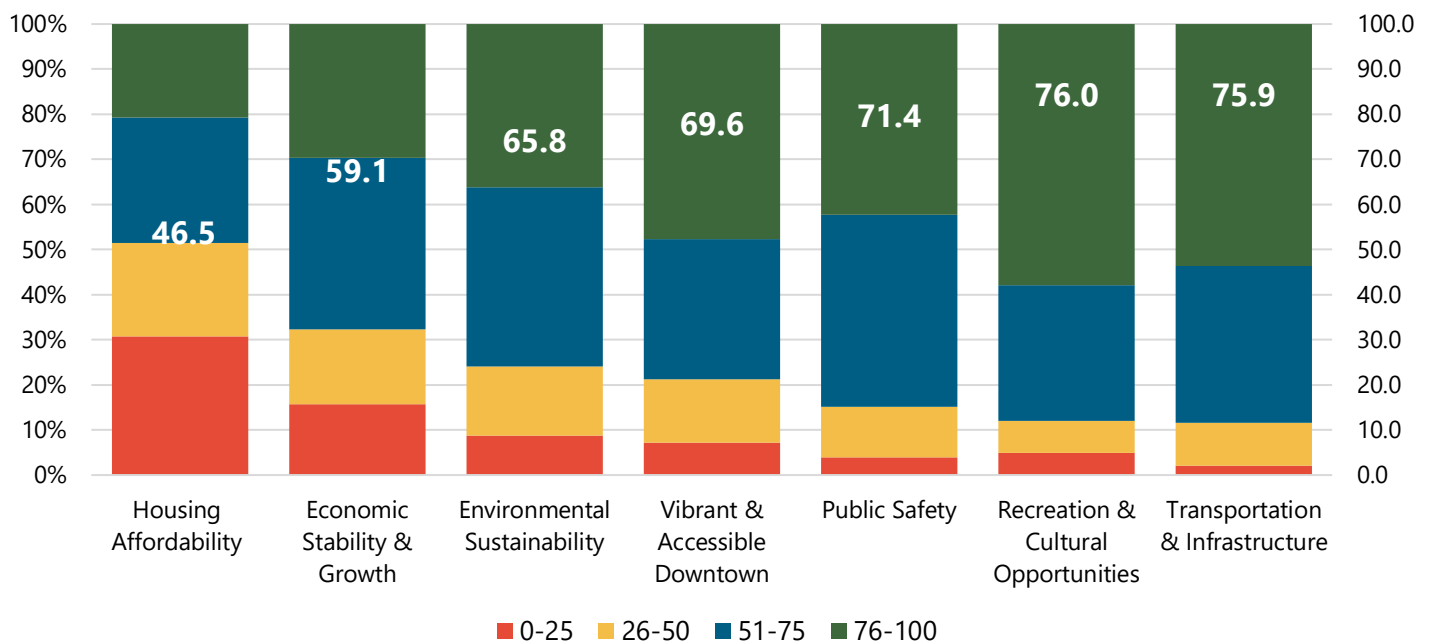
Vibrant and Accessible Downtown: Repurposing unused or underused spaces for public enjoyment; landscaping; and improving parking, sidewalks, and pedestrian crossings.

The survey provides a slider bar for each category, which represent a scale from “not at all important” to “very important.” By dragging and dropping a pin in the appropriate spot, residents communicate how important they feel each given category is.

The next section of the survey uses a simple drag-and-drop tool to rank specific initiatives within each category. By moving these items into their preferred order, residents indicate which items within the broader categories they feel are most and least important to fund. Residents are also given the option to indicate that none of the items listed are important to them.

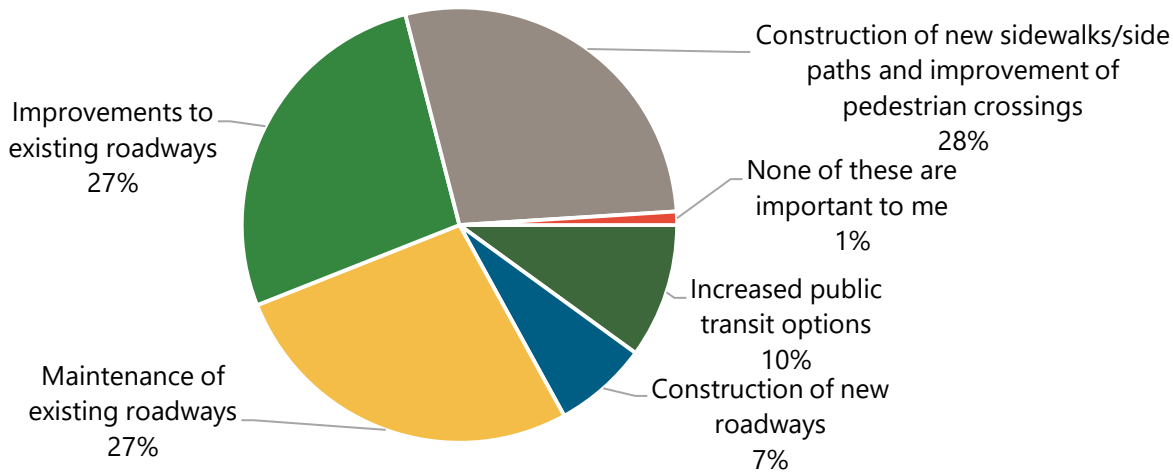
To analyze the results, town budget staff calculate the average score of each broad budgeting category. Residents rated Transportation & Infrastructure as being most important, while Housing Affordability was least important.

**Importance of the Budget Priorities
(Sliding Scale 1-100, Average Score)**

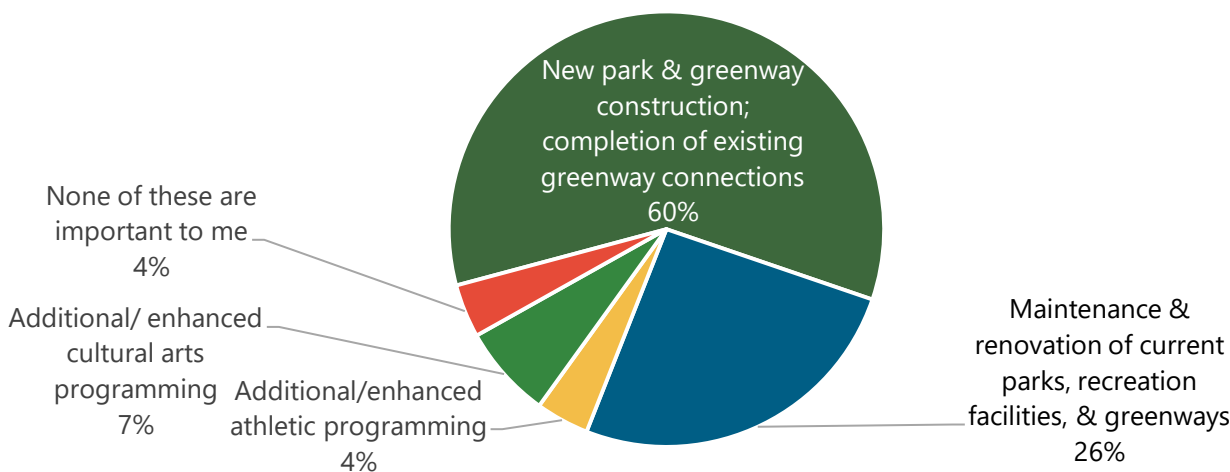


The average rankings for the items within each budgeting category reveals the initiatives residents feel are most important for the town to address in the FY 22-23 budget. Below is a breakdown of the results within each broad budget category:

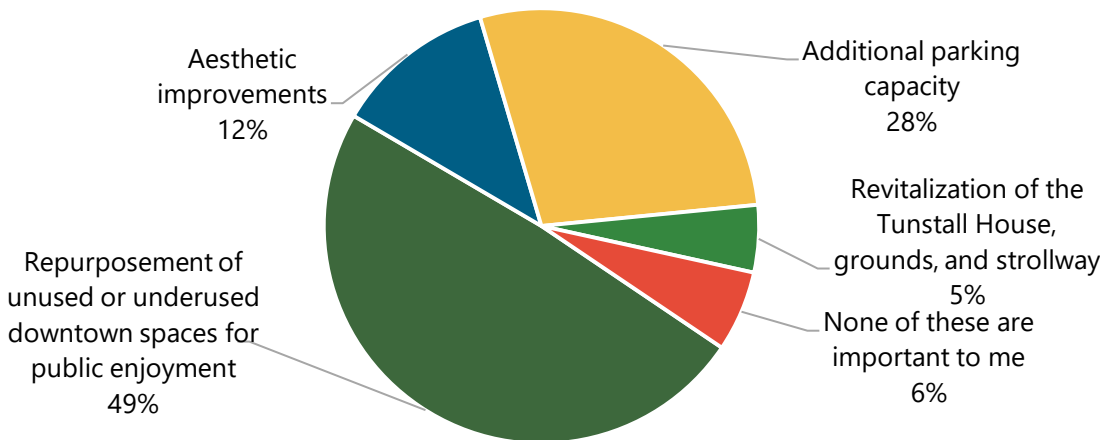
Transportation & Infrastructure



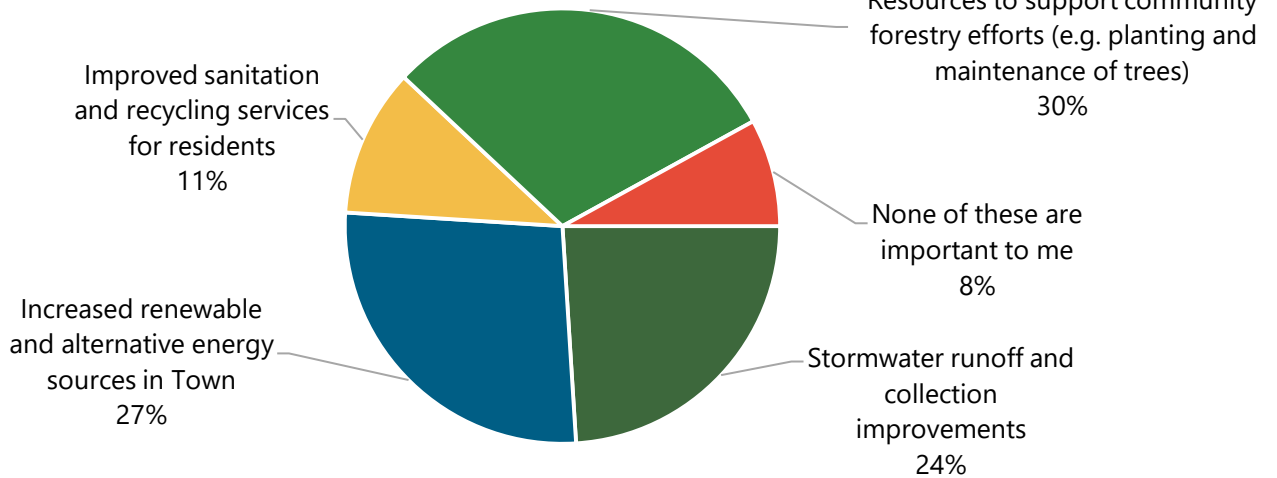
Recreation & Cultural Opportunities



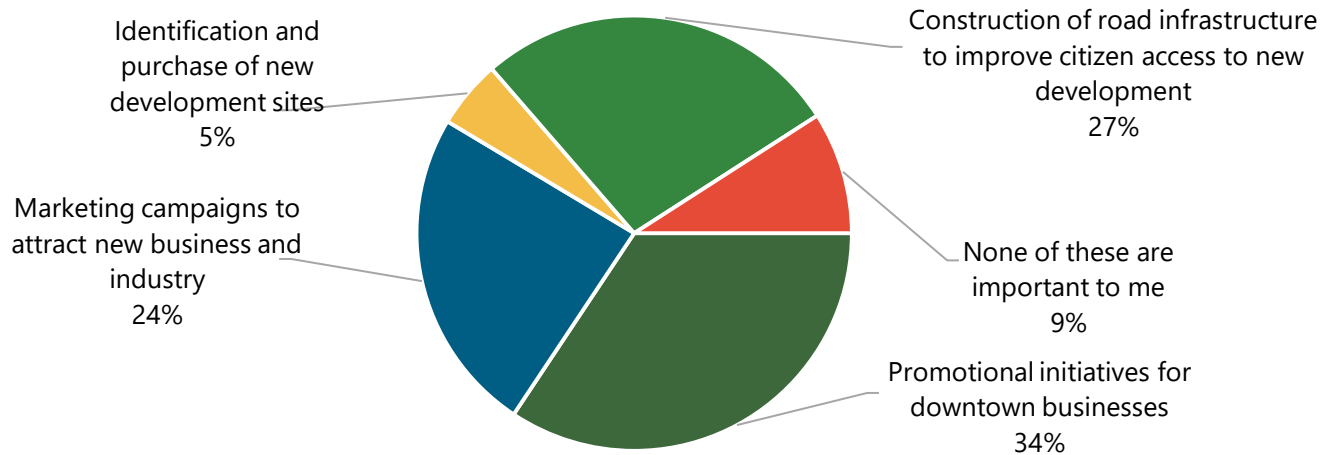
Vibrant & Accessible Downtown



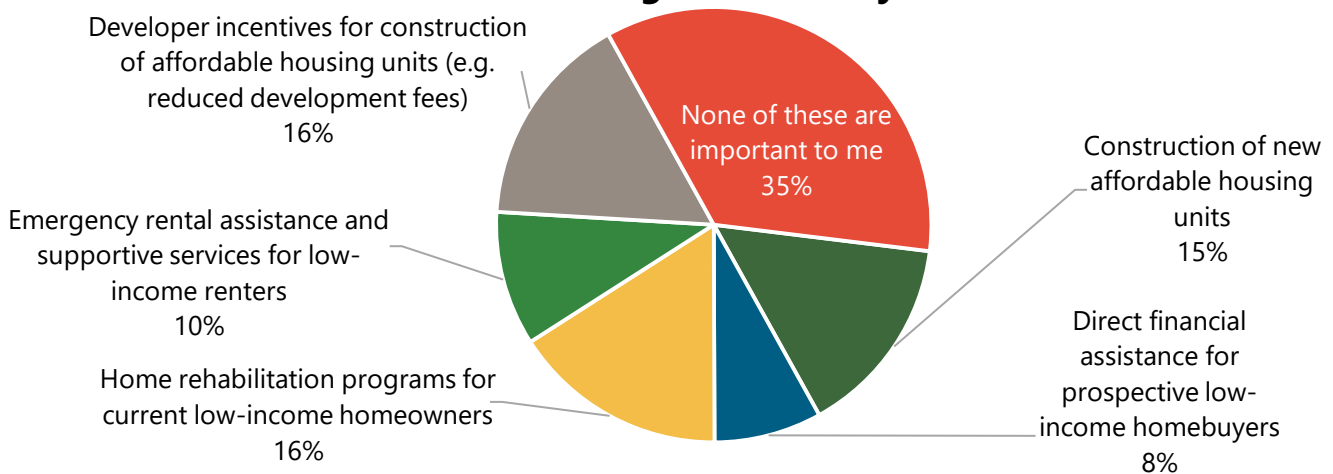
Environmental Sustainability



Economic Stability & Growth



Housing Affordability



The town's goal in creating the resident budget priorities survey was to gain input from a larger number of residents than it typically reaches during its two annual budget hearings. With 413 survey responses, the town was able to successfully gain a fuller picture of what is important to Apex residents. This knowledge will help the Mayor and Town Council ensure town actions are well aligned with resident needs in the coming fiscal year.

CIP Practices

Long-Range Cost Estimates: Using the upcoming fiscal year as the base, staff will apply cost escalators to better estimate future construction costs. Staff applies the escalator to new construction and significant building rehabilitations. In some elements, such as public utilities and transportation, staff applies other escalators developed for those specific service areas.

Closing Projects: Projects are closed when the approved scope of work is complete. Staff reviews project statuses periodically to identify projects that are finished and can be closed. If the budget for a completed project is not fully expended, generally, the budget is closed and the remaining balance accumulates in the fund balance. The accumulated fund balance is available to pay for future projects.

Horizon Issues: The proposed CIP funds the town's highly prioritized needs. Staff reviews and analyzes the business cases supporting these projects and considers them ready to move forward. In many situations, however, the town has identified a future need, but has not yet completed a detailed analysis, considered options, or designed a specific facility. These projects include facilities, capital maintenance, and business systems that will be needed in the future, often beyond the CIP's five-year timeframe.

Planning By Fund

The following sections represent a description of the projects submitted, by element, for the five-year planning timeframe under consideration. Each element begins with a brief description of what types of projects are funded and includes a tabular summary of all projects considered and the proposed revenue source to fund the projects in each year. At the end of each section, there is a summary table showing the total cost of the projects in each year and the total of each revenue source. More details regarding the cost of borrowing is provided in each summary section. The reference to "Local Revenue" in the revenue portion of the tables is indicative of the need for current year funding for some projects/purchases in each year. This could include appropriation of reserve funds from one or more of the major funds: General, Water & Sewer, and Electric.

Section 2: General Fund

A majority of projects included in the CIP are housed in the General Fund. This revenue is generated in large part by ad valorem taxes, along with sales taxes, utility taxes, and other similar revenues.

The types of capital projects that qualify for this fund include facility improvements, transportation system improvements, and other similar projects.

Compared to other sources, General Fund resources are a flexible revenue source without restrictions on their use.

The icons below signify each element within the General Fund. They are located on the top right corner of the pages that are associated with their projects.



Transportation



*Parks, Recreation, &
Cultural Resources*



Public Safety



Public Facilities



*Public Works &
Environmental
Services*



Transportation Element Projects

Projects Funded: Construction of new roadways, improvements to existing roadways, sidewalks, bicycle and pedestrian facilities, transit projects, and railroad crossing improvements.

Peak Plan 2030 Recommendation: Implementation of Advance Apex: The 2045 Transportation Plan, Bike Apex, and the Downtown Master Plan and Parking Study are funded in this element.

Transportation infrastructure, like the Peakway shown on the right, has a long-lasting effect on the quality of life in Apex. It provides easier access to all areas of town and helps ease commuter traffic congestion as residents travel to and from employment centers.



The table below shows each of the projects submitted for consideration in this year's CIP process and the estimated cost of the project in each fiscal year in the plan. Section 6 of this document contains detailed information regarding the proposed funding source for each individual project.

Transportation	FY22-23	FY23-24	FY24-25	FY25-26	FY26-27	Future Years	Total Capital Cost
Annual Miscellaneous Road & Sidewalk Improvements	200,000	200,000	200,000	200,000	200,000	200,000	1,200,000
Annual Pavement Management	2,000,000	2,200,000	2,300,000	2,400,000	2,500,000	2,600,000	14,000,000
GPS Emergency Vehicle Preemption	260,000	160,000	160,000	160,000	-	-	740,000
Justice Heights Street Extension	250,000	750,000	-	-	-	-	1,000,000
Felton Grove High School Improvements Cost Share	500,000	825,000	825,000	-	-	-	2,150,000
Ragan Road Sidepath	200,000	1,050,000	-	-	-	-	1,250,000
Safe Routes to School	1,710,000	640,000	1,000,000	3,290,000	3,090,000	865,000	10,595,000
Salem Street Downtown Streetscape & Resurfacing	2,800,000	1,400,000	2,500,000	-	-	-	6,700,000
Tingen Road Pedestrian Bridge	150,000	500,000	4,050,000	-	-	-	4,700,000
Wayfinding Signage Fabrication & Installation	320,000	760,000	415,000	-	-	260,000	1,755,000
Center Street Railroad Crossing Improvements & Sidewalk	-	140,000	-	920,000	-	-	1,060,000
Chatham Street Railroad Crossing Improvements & Sidewalk	-	150,000	-	1,145,000	-	-	1,295,000
South Salem Street Bicycle Connection	-	300,000	-	2,100,000	-	-	2,400,000
Apex Peakway North Widening	-	-	495,000	5,000,000	-	-	5,495,000
GoApex Transit Program	-	-	100,000	690,000	-	-	790,000
Jessie Drive Phase I & Phase II	-	-	1,000,000	8,500,000	-	13,500,000	23,000,000
West Williams Street Sidewalk	-	-	200,000	650,000	-	-	850,000
Apex Peakway Southeast Connector	-	-	-	1,710,000	-	17,100,000	18,810,000
Davis Drive at Salem Church Road Realignment	-	-	-	200,000	500,000	7,000,000	7,700,000
Pavement Management Backlog	-	-	-	5,000,000	-	-	5,000,000
Pristine Water Drive Connector	-	-	-	500,000	3,000,000	-	3,500,000
Production Drive Extension	-	-	-	300,000	2,000,000	-	2,300,000
NC 55 Sidewalk & Enhancement Cost Share (U-2901)	-	-	-	-	-	2,000,000	2,000,000
US 64 Sidewalk & Enhancement Cost Share (U-5301)	-	-	-	-	-	2,000,000	2,000,000
Ten Ten Road/Center Street Sidewalk & Enhancement Cost Share	-	-	-	-	-	2,000,000	2,000,000
Element Total	\$ 8,390,000	\$ 9,075,000	\$ 13,245,000	\$ 32,765,000	\$ 11,290,000	\$ 47,525,000	\$ 122,290,000



Continuous Projects

Annual Miscellaneous Road & Sidewalk Improvements

\$200,000

Annually

This ongoing program addresses various deficiencies throughout Apex on the municipal street system with accessible ramps and crosswalks, sidewalk maintenance and completion of short gaps in sidewalks, traffic control and warning device upgrades, and other related requests to provide a safe and accessible transportation system for all users. Without this program, we delay and bundle small projects while seeking a funding source, in some cases for a year or more.

Annual Pavement Management

\$2,000,000+

Annually

The town is responsible for maintaining 150 miles of municipal streets, with the annual resurfacing contract providing for most of the pavement maintenance needs. Street mileage is growing annually with ongoing development. A recent survey of our streets reveals that we have deferred maintenance that needs to be addressed. This ongoing program focuses on deficiencies in pavement condition throughout Apex, addressing issues such as potholes, alligator cracking, and rutting in order to provide a safe and reliable transportation system. The Powell Bill program provides an annual funding allocation from the state, based on public centerline miles of road accepted and maintained by the town. However, current and future resurfacing costs continue to exceed Powell Bill allocations, requiring additional General Fund revenues to be allocated.

FY 2022-23

GPS Emergency Vehicle Preemption

\$740,000

Four-year Total

In the first year, this project includes installing GPS preempt in 10 traffic signals and outfitting all fire vehicles with GPS preempt capability. Emergency vehicle preempt is designed to give emergency response vehicles a green light on their approach to a signalized intersection while providing a red light to conflicting approaches. Future years include adding GPS preempt at 10 signals/year, prioritizing major corridors (including NC 55, Salem Street, Center Street/Ten Ten Road, and Apex Peakway), and various signals adjacent to those major corridors. Without this system, time-saving benefits of having preempt for multiple directions of traffic flow along major routes would not be realized. Existing infrared preempt is only available for certain directions at four signals town wide and Apex Fire Department no longer has infrared emitters.

Justice Heights Street Extension

\$1,000,000

Two-year Total

This project includes extending Justice Heights Street from its existing stub west of South Salem Street to intersect Apex Peakway and adds sidewalk on the north side of the street. The project would provide improved local connectivity for traffic flow south of NC 55 and pedestrian connectivity between Salem Street and Apex Peakway through the Justice Heights neighborhood. If the project is not funded, there will continue to be a gap in the transportation network between Salem Street and Apex Peakway for this local area.

Felton Grove High School Improvements Cost Share

\$2,150,000

Three-year Total

This project will contribute funds toward intersection improvements as part of the construction of proposed Felton Grove High School (2025 anticipated opening) that would not otherwise be constructed if they are beyond the required improvements for Wake County Public School System (WCPSS). Without this project, there would be potential capacity and safety issues at multiple access points to the school. Funding is being prioritized ahead of construction in order to enter into an agreement with the school. Payment will be expected in 2025.



Ragan Road Sidepath

\$1,250,000

Two-year Total

This project includes creating a connection from the Ragan Road sidepath to the American Tobacco Trail. Currently, residents surrounding Ragan Road have been using the sidepath along Ragan Road to the terminus and then walking along Ragan Road and cutting through a private property to access the southern end of the American Tobacco Trail.

Safe Routes to School

\$10,595,000

Six-year Total

The project will improve and add to existing Town infrastructure related to pedestrian and bicycle traffic to/from school. This five-phase project includes adding sidewalks, pedestrian facilities, and safe crosswalks in the areas surrounding Apex Elementary School, Apex Middle School, Apex Friendship Schools, Laurel Park Elementary, Baucom Elementary, Olive Chapel Elementary, Scotts Ridge Elementary, Salem Schools, and Thales Academy Elementary School. These phases were identified through an analysis of safe routes to school needs. Without the project there will continue to be gaps in the sidewalk network and other deficiencies in the transportation system that make walking and biking to school difficult.

Salem Street Downtown Streetscape & Resurfacing

\$6,700,000

Three-year Total

This project includes: (1) Saunders Parking Lot expansion with Smart Parking, (2) Improvements to Commerce, Seaboard, and The Peak Alley, and (3) the curbless permeable-paver Salem Streetscape with 10 on-street spaces and street trees, plus Saunders Street gathering space, based on the schematic designs approved by Town Council in 2021. Improving these spaces was identified as a "Top 10" priority in the plan. This project includes resurfacing Salem Street from Hunter Street to NC 55, the addition of marked on street parking north of Center Street by shifting the road center line, and the removal of on street parking between Saunders Street and Chatham Street in order to widen sidewalk and provide planting beds, landscaping, and pedestrian amenities. If the project is not funded, the pavement will continue to degrade and the vision of Salem Street shown in the Downtown Plan, of improving the walking and driving experience to promote accessibility and downtown growth as a focal point for the community, will not be realized.

Tingen Road Pedestrian Bridge

\$4,700,000

Three-year Total

This project is for the construction of a pedestrian bridge over the railroad crossing of Tingen Road. This at-grade railroad crossing will be closed as part of the Apex Peakway Southwest Connector project per the agreement with CSX. Construction of the pedestrian bridge will provide a space for members of the community to safely cross the railroad tracks on Tingen Road to access downtown Apex, multi-family residential developments, multiple churches, and Apex Elementary School. If it is not completed, the railroad crossing will become a barrier to the pedestrian network within the Town Center. A feasibility study will determine more accurate scope and cost with public involvement.

Wayfinding Signage Fabrication & Installation

\$1,755,000

Four-year Total

This project includes fabrication and installation of Wayfinding signage throughout town. Sign types include parking directional, vehicular directional, pedestrian directional, destination identification, and gateway signage. This project was identified as part of the Downtown Plan & Parking Study and is an extension of the Community Branding Study. If it is not completed, the town will not meet the objective of the Wayfinding Signage Program to provide consistent and attractive information to help residents and visitors discover and navigate to key destinations in town.



FY 2023-24

Center Street Railroad Crossing Improvements & Sidewalk

\$1,060,000

Two-year Total

This project includes improvement of the road-crossing surface with the addition of concrete panels and addition of sidewalk across CSX railroad tracks, as well as four quadrant gates and associated railroad equipment upgrades. Current review of statewide prioritization shows this may score well enough to allow for 70 percent state funding. Without it, the sidewalk will continue to stop short of the tracks on each side, forcing pedestrians onto the roadway, and the crossing surface will continue to compromise ride comfort. An additional benefit is the potential to create a quiet zone at this crossing. This project also includes sidewalk along the north side of Center St from N Salem St to N Hughes St.

Chatham Street Railroad Crossing Improvements & Sidewalk

\$1,295,000

Two-year Total

This project includes addition of sidewalk across CSX railroad tracks, as well as 4-quad gates and associated RR equipment upgrades. Current review of statewide prioritization shows this may score well enough to allow for 70 percent state funding. Without it, sidewalk will continue to stop short of the tracks on each side, forcing pedestrians onto the roadway, and the quiet zone will not be able to move forward. This project also includes sidewalk along East Chatham Street from South Mason Street to the cul-de-sac. This sidewalk segment is a high-priority Safe Routes to School Project and is combined with the railroad crossing improvements for construction efficiencies and to complete pedestrian connectivity along the corridor.

South Salem Street Bicycle Connection

\$2,400,000

(Pleasant Park to Apex Peakway)

Two-year Total

This project will add bike lanes along S Salem Street from Pleasant Park to Hunter Street. This project was identified as the second highest priority in Bike Apex: The Comprehensive Bicycle Plan. If it is not completed, the town will not meet the objective of prioritizing bicycle improvements along a designated bicycle route and major thoroughfare.

FY 2024-25

GoApex Transit Program

\$790,000

Two-year Total

This project represents funds for improvements to GoApex Route 1 and expansion of the local public transportation services to offer a second route, GoApex Route 2. The first local transit route, GoApex Route 1, began operating in 2021. It is anticipated that, after several years of operating, ridership will be quantified and priority locations for shelters and other enhancements on GoApex Route 1 will be identified.

Jessie Drive Phase I & Phase II

\$23,000,000

Three-year Total

This project would connect Jessie Drive to NC 55, providing a major thoroughfare between Ten Ten Road and NC 55 south of US 1. The road would serve development of adjacent land, including industrial and commercial areas, and relieve some of the congestion along Ten Ten Road near the US 1 interchange. In the event of major closures or delays on NC 55 or Ten Ten Road, it would provide an east-west detour. Without it, adjacent development would be responsible for building sections of Jessie Drive, but it is unlikely that the entire route from NC 55 to Ten Ten Road would be completed. In the interim, development will burden existing connections, which are either already congested or offer less capacity.

West Williams Street Sidewalk

\$850,000

Two-year Total

This project would complete gaps in the sidewalk in front of Beaver Creek Commons shopping center, crossing the US 64 eastbound off ramp, connecting across the bridge over US 64, and extending to the intersection at Vision Drive. Current review of statewide prioritization shows this may score well enough to allow for 70 percent state funding. Signalized



crosswalks would be installed at the existing traffic signals on both ends of this project. Without it, pedestrians will continue traveling along the shoulder of the road and both ends of this project will lack accessible ramps and crosswalks.

FY 2025-26

Apex Peakway Southeast Connector

(NC 55 to Center Street)

\$18,810,000

Two-year Total

The proposed project would complete the final gap in the Apex Peakway, completing a full loop around downtown Apex. The construction of Apex Peakway was identified as a high priority in Apex. It will become increasingly important given anticipated delays to NCDOT's widening of the NC 55 corridor between US 1 and Olive Chapel Road. The completed Apex Peakway loop will provide a needed alternative to the NC 55 corridor through Apex. Without completing this project, there will not be an intuitive relief valve for NC 55, nor will there be an alternative designed to handle the anticipated volume of traffic. This request is consistent with the Apex Peakway Southeast Connector Feasibility Study, completed in June 2018.

Davis Drive at Salem Church Road Realignment

\$7,700,000

Three-year Total

This project would realign Davis Drive to improve the horizontal curvature as well as add turn lanes and extend Salem Church Road. The intersection would be shifted west, away from the CSX RR freight line, allowing for vehicle stacking beyond the tracks and the installation of a traffic signal and gate arms. Without this project, it is possible that Salem Church Road will eventually be converted to right in-right out, and/or safety concerns will persist for the following issues: no left turn on Davis Drive backing up traffic southbound, no space for a traffic signal or gate arms to warn of an approaching train, and limited visibility around the curve on Davis Drive.

Pavement Management Backlog

\$5,000,000

This project is designed to catch up on our backlog of streets in need of rehabilitation over a two-year period. This supplements the ongoing program that manages roadway infrastructure conditions throughout Apex on the municipal street system by optimizing strategies for maintaining pavements in serviceable condition at the lowest cost, providing a safe and reliable transportation system. Without it, we would continue to lag behind on street maintenance needs, the overall condition of streets would degrade, and maintenance costs over time would increase substantially.

Pristine Water Drive Connector

(Pristine Water Drive to Lufkin Road)

\$3,500,000

Two-year Total

This project would extend a connector street from Burma Drive to Lufkin Road. Construct 700 feet of minor connector street west to Pristine Water Drive, upgrade 1,300 feet of Pristine Water Drive (west and northwest) to a public street, and upgrade 1,000 feet of an existing concrete private driveway to a public street connecting Pristine Water Drive to Lufkin Road to serve existing municipal and private industrial uses, as well as add a second point of access to the Cash Corporate Center for economic development. Without this connectivity, the town would not be able to meet the needs of prospective major employers seeking access in accordance with the Transportation Plan, and thus, it would be difficult to attract such businesses to Apex at this time.

Production Drive Extension

\$2,300,000

Two-year Total

This project would extend Production Drive south for approximately 3,000 feet to the future extension of Jessie Drive. In conjunction with Jessie Drive, this would provide improved connectivity for economic development areas, including the town's certified site, as well as an alternative route to avoid Ten Ten Road for residential development south of Jessie Drive. In the interim, development will continue to depend on existing Jessie Drive and Smith Road/Stephenson Road, as well as residential streets with no convenient alternatives to Ten Ten Road.



Horizon

NC 55 Sidewalk & Enhancement Cost Share (U-2901) \$2,000,000

Transportation Improvement Program (TIP) project U-2901 will widen NC 55 from US 1 to Olive Chapel Road. This project will provide the enhancements the town requests, which include pedestrian facilities (sidewalk and path), aesthetic treatments at new CSX Bridge, and median enhancement and landscaping. As part of TIP U-2901, NCDOT will replace existing pedestrian facilities, but not complete gaps where there are no existing facilities without the town sharing a portion of the costs. Similarly, NCDOT will not provide an enhanced streetscape unless the town shares a portion of the costs.

US 64 Sidewalk & Enhancement Cost Share (U-5301) \$2,000,000

This project will convert the intersections of US 64 at Lake Pine Drive and US 64 at Laura Duncan Road to an interchange, and convert US 64 from Laura Duncan Road to US 1 to a superstreet. This project will provide funding for enhancements the town requests as part of the widening project. Enhancements are likely to include protected pedestrian facilities, including sidewalk, multi-use path, and crossings. NCDOT will replace existing pedestrian facilities, but will not complete gaps where there are no existing facilities unless the town shares a portion of the costs.

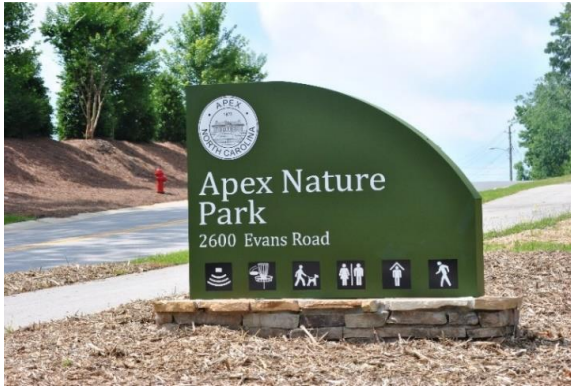
Ten Ten Road/Center Street Sidewalk & Enhancement Cost Share \$2,000,000

This project will provide enhancements the town requests as part of the NCDOT widening project (Ten Ten Road from Apex Peakway to Kildaire Farm Road in the Town of Cary). Enhancements include pedestrian facilities (sidewalk and multi-use path), median treatments, and landscaping. As part of the state's TIP U-5825, NCDOT will replace existing pedestrian facilities, but will not complete gaps where there are no existing facilities unless the town shares a portion of the costs. Similarly, NCDOT will not provide an enhanced streetscape unless the town shares a portion of the costs.



Parks, Recreation, & Cultural Resources Element Projects

Projects Funded: Acquisition of land for new park and greenway facilities, the construction of park and recreation amenities, and major maintenance of current facilities.



Peak Plan 2030 Recommendation: That the town “implement recommendations of the recently updated Parks, Recreation, Greenways, and Open Space Master Plan.” Projects shown in this element address needs reflected in this plan. Projects shown in this element include bicycle transportation improvements included in the Bike Apex plan.

The Apex Nature Park, which opened in early 2014, expanded our ability to serve the growing population of Apex with a variety of active and passive recreational opportunities. Our high-quality park facilities, greenway network, and the programs we offer contribute greatly to the high quality of life people in Apex enjoy. This element suggests funding several other quality projects in response to our Parks Plan and the expressed needs of those we serve.



The table below shows each of the projects submitted for consideration in this year’s CIP process and the estimated cost of the project in each fiscal year of the plan. Section 6 of this document contains detailed information regarding the proposed funding source for each individual project.

Parks, Recreation, & Cultural Resources	FY22-23	FY23-24	FY24-25	FY25-26	FY26-27	Future Years	Total Capital Cost
Annual Miscellaneous Greenway Connections	300,000	300,000	300,000	300,000	300,000	300,000	1,800,000
Beaver Creek Greenway Improvements	650,000	-	-	-	-	-	650,000
Hunter Street Bike Track	225,000	-	-	-	-	-	225,000
Environmental Education Center	-	300,000	-	3,500,000	-	-	3,800,000
Pleasant Park Baseball & Softball Complex	-	4,007,600	4,007,600	-	-	-	8,015,200
West Street Park Improvements	-	1,500,000	-	-	-	-	1,500,000
Beaver Creek Greenway Extension	-	-	500,000	1,000,000	5,000,000	8,031,000	14,531,000
KidsTowne Playground Renovation	-	-	100,000	1,500,000	-	-	1,600,000
Apex Nature Park/Seymour Athletic Fields Parking Lot Expansion	-	-	-	1,200,000	-	-	1,200,000
Big Branch Greenway	-	-	-	300,000	150,000	8,000,000	8,450,000
Jaycee Park Expansion	-	-	-	-	150,000	1,500,000	1,650,000
Reedy Branch Greenway	-	-	-	-	300,000	3,000,000	3,300,000
Apex Community Park Parking Lot Expansion	-	-	-	-	-	700,000	700,000
Middle Creek Greenway	-	-	-	-	-	4,600,000	4,600,000
Olive Farm Park Design	-	-	-	-	-	25,000,000	25,000,000
Wimberly Road Park Design	-	-	-	-	-	30,500,000	30,500,000
Element Total	\$ 1,175,000	\$ 6,107,600	\$ 4,907,600	\$ 7,800,000	\$ 5,900,000	\$ 81,631,000	\$ 107,521,200



Continuous Projects

Annual Miscellaneous Greenway Connections

\$300,000

Annually

This ongoing program would allow for the study and prioritization of proposed connections of existing greenways. As requests for connections continue to increase each year, without funding for this program, we would lack the resources to properly identify the viability of the proposed connections.

FY 2022-23

Beaver Creek Greenway Improvements

\$650,000

This project will relocate, replace, and rebuild a section of greenway that is flooding/holding standing water on Beaver Creek Greenway. Improvements include repair of shoulder and trail surface from Jaycee Park to Kelly Road Park as identified in engineered analysis inventory. This study prioritized maintenance and repair for safety and user experience. Installation of boardwalk near Kelvington Court to address flooding in wetland area.

Hunter Street Bike Track

\$225,000

This project includes the construction of a bike track on recently acquired vacant land, at the north end of the park. Bike track to consist of natural surfaces with obstacles, mounds, and other features to allow for off road biking challenges, similar to mountain biking facilities but in circular track route. No additional parking will be added. An accessible route will link to the new facility.

FY 2023-24

Environmental Education Center

\$3,800,000

Two-year Total

The Nature and Environmental Education facility was part of the initial Master Plan for the Nature Park site that was part of a 2004 bond package. The intent is to utilize this facility as a headquarters for the operation of the park and to provide someone on-site to program and oversee the park. Additionally, it would be a place where environmental and nature exhibits can be seen as part of the town's effort to educate and support environmental initiatives such as conservation and good stewardship. It is envisioned that a large portion of the potential programming for this facility would be achieved through town initiatives and by developing collaborative relationships with area schools and universities.

Pleasant Park Baseball & Softball Complex

\$8,015,200

Two-year Total

This is the baseball/softball complex designed as part of the Pleasant Park master plan. There are 4 fields of ranging sizes, fieldhouse with restrooms, office, meeting, and concession spaces, a maintenance storage building, concourse with seating, 2 signature fields with stadium type seating, 4 batting cages, and support facilities.

West Street Park Improvements

\$1,500,000

This project includes the renovation of West Street park with installation of sanitary sewer for restroom/shelter, accessible route through park, expanded and lighted basketball court, and other improvements; requested as part of the Master planning for West Street Park, developed through community input.



FY 2024-25

Beaver Creek Greenway Extension

\$14,531,000

Four-year Total

This project includes the extension of greenway from Nature Park to Arcadia West and Buckhorn Preserve as well as an extension from Jaycee Park under Highway 55.

KidsTowne Playground Renovation

\$1,600,000

Two-year Total

This community-built wood playground is now 21 years old and while the routine maintenance and replacement of components is ongoing, the life of the structure is limited. This project would undertake the demolition of existing equipment and replace with new.

FY 2025-26

Apex Nature Park/Seymour Athletic Fields Parking Lot Expansion

\$1,200,000

With the conversion of the Seymour Athletic Fields to synthetic turf and the current volume of use, there is a need for expanded parking to keep patrons from parking on Evans Road. This proposal would add approximately 50 parking spaces to town-owned property on the other side of Evans Road and install an at-grade pedestrian crossing into the Nature Park.

Big Branch Greenway

\$8,450,000

Three-year Total

This project will complete greenway along corridor from James Street, South to US 1 providing links to proposed transit routes and serving as a connection to existing neighborhoods.

FY 2026-27

Jaycee Park Expansion

\$1,650,000

Two-year Total

The expansion of Jaycee Park, adjacent to the Apex Peakway, adds new amenities that include an open play field, shelter, playground, and additional parking, which will serve multiple neighborhoods within walking distance of the park. This will also connect to the Beaver Creek Greenway and existing Jaycee Park amenities.

Reedy Branch Greenway

(Abbingdon-Kelly Road West to Goliath Lane)

\$3,300,000

Two-year Total

This project will complete a greenway gap between the sidepath along Kelly Road (connects to Kelly Road Park Olive Chapel Elementary School, commercial/office) and the sidepath along Beaver Creek Commons Drive to commercial/retail and transit.

Horizon

Apex Community Park Parking Lot Expansion

\$700,000

This project would reconfigure the existing parking area and add approximately 30 spaces to service greenway, shelters, fitness course, tennis courts, playgrounds, basketball courts, and special events.



Middle Creek Greenway

(Gladstone North to Center Street)

\$4,600,000

This extension of Middle Creek Greenway runs through the Pinnacle Park project connecting from Gladstone in the Proposed Horton Park Subdivision, crossing Jesse Drive, through the Cash Corporate site, to Lufkin Road Middle School terminating at Center Street/SR1010.

Olive Farm Park Design

\$25,000,000

The town acquired approximately 22 acres of land for a future park in Southwest Apex in August of 2017. The 2022 Master Plan update will include a conceptual plan with recommended facilities to meet community needs. Early responses from public input indicate the possibility of a recreation center, open play space, active and passive recreation with significant environmental components.

Wimberly Road Park Design

\$30,500,000

In September of 2017, the town purchased approximately 30 acres of land with the intention of developing a regional park in the northwest quadrant of Apex. The 2022 Master Plan update will include a conceptual plan with recommended facilities to meet community needs. The Wimberly Road parkland is significant in its location near the White Oak Creek watershed area, access to the American Tobacco Trail, and East Coast Greenway. Preliminary project needs per public input include indoor recreation space (gymnasium/classrooms), passive open space, community gardens, and environmental education and conservation opportunities.



Public Safety Element Projects

Projects Funded: Acquisition of capital equipment to support the operations of the three public safety departments in the town (Fire, Police, and Emergency Communications). (Note: Public safety *facilities* are considered in the *public facilities* element.)

Peak Plan 2030 Recommendation: That the town “provide adequate fire and police in all areas.” This element considers the projects necessary to maintain adequate and responsive services to our residents.



The table below shows each of the projects submitted for consideration in this year’s CIP process and the estimated cost of the project in each fiscal year in the plan. Section 6 of this document contains detailed information regarding the proposed funding source for each individual project.

Public Safety	FY22-23	FY23-24	FY24-25	FY25-26	FY26-27	Future Years	Total Capital Cost
Aerial Apparatus to Replace Ladder 4	1,500,000	-	-	-	-	-	1,500,000
Radio Replacement	150,000	150,000	150,000	150,000	150,000	-	750,000
Engine 32 Replacement	-	740,000	-	-	-	-	740,000
SCBA Replacement	-	250,000	250,000	250,000	250,000	710,000	1,710,000
Driving Simulator	-	-	243,000	-	-	-	243,000
Fire Pumper for Olive Farm Station	-	-	-	-	-	825,000	825,000
Fire Pumper for Station 37	-	-	-	-	-	825,000	825,000
Rescue Retrieval Van	-	-	-	-	-	165,000	165,000
Element Total	\$ 1,650,000	\$ 1,140,000	\$ 643,000	\$ 400,000	\$ 400,000	\$ 2,525,000	\$ 6,758,000



FY 2022-23

Aerial Apparatus to Replace Ladder 34

\$1,500,000

This project is for an aerial platform apparatus to replace Ladder 34, which is a 2006 model. At this point, Ladder 34 will have reached its expected 15-year service life. The intent is to use this apparatus in reserve, replacing the quint reserve from Station 3, which will aid our Public Protection Classification. Not funding this request will require the department to continue to run an aerial apparatus that will have approximately 90,000 miles when this replacement is requested. Aerial apparatuses are expensive to operate and the maintenance cost associated with this truck will increase over time.

Radio Replacement

\$750,000

Five-year Total

This project will replace the fire department's mobile and portable radios. Many departments replace their portable radios every 5 years in order to ensure reliable and consistent communications due to keeping up with current technology. The fire department completed a radio replacement project in 2016 so it is important to plan for replacement of all mobile and portable radios throughout the department.

FY 2023-24

Engine 32 Replacement

\$740,000

This will replace Engine 32, a 2011 model rescue pumper that currently has 94,000 miles. While the town typically attempts to get 15 years out of front-line service from a pumper, this truck's dual purpose has caused it to build up mileage at a faster rate. Therefore, a replacement pumper is being requested in order to ensure that our front-line response fleet remains at a level necessary to provide the highest level of service to our community. Not funding this request will require the department to continue to operate this truck until such time as it is replaced.

Self-Contained Breathing Apparatus Replacement

\$1,710,000

Five-year Total

This request is for a total replacement of the self-contained breathing apparatus (SCBAs). With the continuing evolution of NFPA standards that recognize technological advancements, the current SCBAs will no longer meet the most current edition of NFPA 1981 Standard on Open-Circuit Self-Contained Breathing Apparatus for Emergency Services within the next 5-7 years. The projected cost of this request includes a full complement of SCBA equipment include the airpack itself, air bottles, Bluetooth options, and a remote monitoring system.

FY 2024-25

Driving Simulator

\$243,000

The town currently has extremely limited access to a quality driving simulator. Funding this project would be beneficial to staff members in every department and directly enhance our ability to improve employee safety. A modern driving simulator is extremely realistic and can simulate nearly every piece of equipment present within a town vehicle. Trainers can program real life scenarios for staff to encounter during the simulation and integrate a number of challenges into the course.

Horizon

Fire Pumper for Olive Farm Station

\$825,000

This fire pumper will be needed for the fire station slated to be built in the area of Olive Farm Road and Humie Olive Road. This new station was proven to be needed through a third-party station distribution assessment by Envirosafe. If not funded and the station is constructed, the station will be forced to open with a reserve apparatus with well over 100,000 miles. The cost of this project includes equipment needed in order to fully outfit the truck.



Fire Pumper for Station 37

\$825,000

This fire pumper will be needed for the fire station 37 in order to provide service to Apex's western areas, including annexations into Chatham County.

Rescue Retrieval Van

\$165,000

This vehicle has a "normal" van exterior appearance and will not attract undue attention while still providing protection to occupants in critical incidents. This vehicle provides the department with the capability to rescue persons in the event of active gunfire and provide officers ballistic protection in critical incidents involving gunfire and/or explosives. The armored transit van would primarily serve in the role of hostage recovery & rescue transport. This addition will increase officer and resident safety.



Public Facilities Element Projects

Projects Funded: Construction and major maintenance of general government and public safety facilities and infrastructure. This element also funds improvements to communications and technology infrastructure.

Peak Plan 2030 Recommendations: The Peak Plan recommends: 1) Provide adequate fire and police services in all areas. 2) Continue to assess public facility needs to meet demand generated by existing, as well as future, growth and development.

The Public Works Administration building, which was part of a project that included a new Purchasing and Inventory Building, storage yard, and upgrades to other facilities in the public works complex, currently houses Water Resources staff. This element suggests funding several other quality projects to address current and future facility needs.



The table below shows each of the projects submitted for consideration in this year's CIP process and the estimated cost of the project in each fiscal year of the plan. Section 6 of this document contains detailed information regarding the proposed funding source for each individual project.

Public Facilities	FY22-23	FY23-24	FY24-25	FY25-26	FY26-27	Future Years	Total Capital Cost
Eva Perry Library Improvements	400,000	-	-	-	-	-	400,000
Firearms Training Range	325,000	50,000	50,000	-	-	-	425,000
Mechanical (Boiler) Upgrades to Community Center	177,600	-	-	-	-	-	177,600
Station 31 Rebuild	100,000	500,000	-	4,500,000	-	-	5,100,000
Public Works Operations Building Renovations	-	870,000	-	-	-	-	870,000
Town Hall Remodel	-	500,000	500,000	500,000	-	-	1,500,000
Tunstall House Restoration	-	1,000,000	-	-	-	-	1,000,000
Vehicle Storage Shed & Brine Building	-	23,500	235,500	-	-	-	259,000
Mechanical (HVAC/Chiller) Upgrades to Town Facilities	-	-	125,000	-	-	-	125,000
Town Campus & Public Works Parking Lot Resurfacing	-	-	385,000	165,000	-	-	550,000
Repurpose Depot Parking Lot	-	-	-	250,000	2,000,000	-	2,250,000
Fire Department Administration Building	-	-	-	-	-	3,000,000	3,000,000
Fire Station 37 (Olive Farm Area)	-	-	-	-	-	6,500,000	6,500,000
Fleet Floor Epoxy & OSHA Work Zone Safety Marking	-	-	-	-	-	110,000	110,000
Fleet Fluid Pumps/Reclamation	-	-	-	-	-	100,000	100,000
Land Purchase for Affordable Housing	-	-	-	-	-	500,000	500,000
Police Department Addition/Renovation	-	-	-	-	-	6,400,000	6,400,000
Public Safety Station 38	-	-	-	-	-	8,250,000	8,250,000
Element Total	\$ 1,002,600	\$ 2,943,500	\$ 1,295,500	\$ 5,415,000	\$ 2,000,000	\$ 24,860,000	\$ 37,516,600



FY 2022-23

Eva Perry Library Improvements

\$400,000

The Eva Perry Regional Library first opened in 1996 and is one of Wake County's most active libraries. It serves the Apex and southern Cary areas. A renovation is scheduled to update the building's interiors and address long-term maintenance issues with aging building systems. This project includes funding to replace the roof and HVAC mechanical components at the facility. Wake County and the town, through the current interlocal agreement, have agreed to the replacement of capital items by the town for the duration of the agreement.

Firearms Training Range

\$425,000

Three-year Total

The Police department currently uses the firearms training facility operated by the Town of Cary with access to their facility on a limited basis throughout the year. Due to past and projected growth of both towns, it is becoming more difficult to get a sufficient number of training days to meet our needs. Therefore, funding is being requested to renovate a parcel of land currently owned by Duke Energy Progress near the Shearon Harris Nuclear Power Plant in New Hill. For the past several months, we have been working with officials from Duke Energy to acquire access to this parcel of land. The site is where a firing range was once operated by the security staff at the nuclear power plant. Once approved, the town would be offered a no cost multi year lease for the property.

Mechanical (Boiler) Upgrades to Community Center

\$177,600

This project includes replacing the four 20-year-old boilers at the Community Center and creating a hot water loop system. Currently, there are issues with keeping temperatures up during colder months throughout the year, and there is significant deterioration of heat bricks, burners, and sensors. Burners and sensors have been replaced several times, but due to the age and inefficiency of units replaced, the items burn out.

Station 31 Rebuild

\$5,100,000

Three-year Total

This project will raze and rebuild a three-bay fire station on half of the land on which the current Station 1 sits. The current building is not suitable for major renovation. This station will be designed to fit with the character of downtown while providing modern capabilities and operational effectiveness. It is anticipated that this station will continue to be a single company house with the addition of battalion chief quarters, since the current Station 3 will house Fire Administration. Incorporation of some type of public "museum space" featuring the Hunter fire apparatus is also planned for this location.

FY 2023-24

Public Works Operations Building Renovations

\$870,000

Phase I of this project includes renovating the existing locker area and expand it into the adjacent space being vacated by Electrical Operations upon their move to a new facility off-campus. New, larger men's and women's locker rooms would be created, with more toilet fixtures, showers, and lockers in each space. Additionally, a single occupancy toilet and shower room would be added, as well as a larger janitorial space. In the wider and longer hallway serving these new spaces, more laundry drop-off and pick-up lockers would be made available.

Town Hall Remodel

\$1,500,000

Three-year Total

This project includes a placeholder to fund the design changes to the Town Hall facility once the Building Inspections & Permitting department relocates to the Mason Street property. Following the recommendations of a space needs study conducted in FY19-20, the town has identified areas it can renovate or change to improve and increase the physical capacity of the building. An important component of this project will be anticipating growth and changes for each department and considering interactions between departments.



Tunstall House Restoration	\$1,000,000
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Restoration of the existing Tunstall House would not only be a prescriptive plan to save the current structure, but also provide long term use as well as mediate deterioration to the existing structure. This project contemplates the historic restoration of the house and contributing outbuildings. The house is suffering from deferred maintenance and currently serves no purpose. In the past, the house has been looked at for public purpose, but the restoration/renovation costs have been prohibitive. The first phase would include testing for lead and asbestos and determining preventive steps to stop further deterioration until the renovation occurs in the following year.

Vehicle Storage Shed & Brine Building	\$259,000
	Two-year Total

This project is for the construction of a vehicle storage shed & brine building at the Public Works Operation Yard. The storage shed and brine building will provide shelter for vehicles and equipment not currently protected from inclement weather.

FY 2024-25

Mechanical (HVAC/Chiller) Upgrades to Town Facilities	\$125,000
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This project includes the replacement of old inefficient R22A HVAC/chiller units to R410 in Town Facilities due to R22 refrigerant being phased out with limited to no replacements available. Where replacements can be found, it is extremely expensive and timely to replace/repair.

Town Campus & Public Works Parking Lot Resurfacing	\$550,000
	Two-year Total

This project is for the reconstruction of the Town Campus and Public Works Operations parking lots to include asphalt pavement and remarking.

FY 2025-26

Repurpose Depot Parking Lot	\$2,250,000
	Two-year Total

The conversion of the Depot parking lot to the premier space to gather downtown was identified as a "Top 10" priority project in the Downtown Plan. The details of the final design will include a durable curbless environment with a balance of sun and shaded areas, along with lighting and movable, interactive furnishings. Conceptual plans include space for the Farmer's Market, a splash pad area, an ice-skating rink, and plenty of seating and space to host a variety of activities.

Horizon

Fire Department Administration Building	\$3,000,000
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As the Fire department grows, the need for additional administrative office and conference room space is increasing exponentially. This project will construct a fire administrative building that is capable of housing fire administration, logistics, training, and the fire marshal's office. This building will also contain conference space, planning rooms, and secure storage for departmental supplies and a warehouse space on the land behind Station 33.

Fire Station 37 (Olive Farm Area)	\$6,500,000
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Fire Station 37 has been identified by a third party as being needed in order to meet the informally adopted fire department coverage standard of at least 90 percent of our coverage area being within a five-minute travel time from all stations. This station's concept will mirror the Wimberly Road Station without the police elements.



Fleet Floor Epoxy & OSHA Work Zone Safety Marking

\$110,000

The fleet bay areas are faded and oil stained. Currently, there are no proper delineation/work zone markings on them causing a greater potential to work place injuries such as but not limited to; slipping and tripping hazards. There are no proper indications of personal protective equipment, safety data sheets, spill kit, or work zone safety signs.

Fleet Fluid Pumps/Reclamation

\$100,000

This project includes the relocating of motor oil, hydraulic, coolant, and reclamation reservoir. Currently, the vehicle and equipment fluids are located in a small room with limited size drums, which increases the number of times vendors have to come out to refill or remove used fluids. Dumping old/used fluids is hazardous, based upon current practices, in which the mechanic hand pours/pumps old fluids into an open drum. This project will relocate to a larger area to allow larger tanks of new fluids and several reclamation tanks hooked up to pneumatic pumps that would safely and efficiently remove used fluids. On several occasions, the "oil room" where fluids are kept has experienced spills and overflow due to an increase in services provided by our fleet mechanics.

Land Purchase for Affordable Housing

\$500,000

This project will provide funding for the purchase of land for future development of affordable housing.

Police Department Addition/Renovation

\$6,400,000

With the growth of the community and Police department, the town is experiencing space limitations at the main police facility. This project includes plans to add space for operations, administrative functions, and the Communications Center. The conceptual plan adds two stories of office space above the current administrative parking lot (east side) over a secured police parking lot. The first level above that would align with the existing second story of the building and would be finished into office space for administrative functions. The second level would be unfinished shell space to allow for future growth. The existing administrative office space would be renovated to allow for a doubling in size of the existing Communications Center and the addition of related office and work space.

Public Safety Station 38

\$8,250,000

Public Safety Station 38 will be needed if the Town of Apex begins to annex into Chatham County down US 64 or 751. This area is quite a distance from any current or planned fire station and we will not be able to meet our coverage standard without the addition of a new fire station, personnel, and apparatus. Not funding this request will leave this area without equitable public safety coverage.



Public Works & Environmental Services Element Projects

Projects Funded: Projects designed to manage and mitigate the effects of stormwater runoff, manage the collection and disposal of solid waste, and maintain streets. These projects include structural improvements, Stormwater Control Measure (SCM) construction, and the major maintenance of this infrastructure. They also include equipment needed to manage solid waste collection and maintain town streets

Peak Plan 2030 Recommendation: There are no direct recommendations in the plan regarding Public Works and Environmental Services.



Focusing on maintaining and improving the conveyance of stormwater protects property, infrastructure, and the environment. A well-managed yard waste collection program assists in this effort by keeping roadside gutters and drains clear.



The table below shows each of the projects submitted for consideration in this year's CIP process and the estimated cost of the project in each fiscal year in the plan. Section 6 of this document contains detailed information regarding the proposed funding source for each individual project.

Public Works & Environmental Services	FY22-23	FY23-24	FY24-25	FY25-26	FY26-27	Future Years	Total Capital Cost
Grapple Truck - Replacement	-	195,000	-	-	-	-	195,000
Leaf Truck - Addition	-	212,000	-	212,000	-	-	424,000
Street Sweeper - Replacement	-	275,000	-	-	-	-	275,000
Chipper Truck - Addition	-	-	165,000	-	-	-	165,000
Leaf Truck - Replacement	-	-	212,000	-	212,000	-	424,000
Chipper Truck - Replacement	-	-	-	165,000	-	-	165,000
Motor Grader - Replacement	-	-	-	406,000	-	-	406,000
Small Asphalt Paver - Addition	-	-	-	115,000	-	-	115,000
Dump Truck - Replacement	-	-	-	-	-	185,000	185,000
Element Total	\$ -	\$ 682,000	\$ 377,000	\$ 898,000	\$ 212,000	\$ 185,000	\$ 2,354,000



FY 2023-24

Grapple Truck – Replacement **\$195,000**

There are currently two grapple trucks in the fleet to support the town's yard waste program by providing large limb and tree stump removal service. Only one of the grapple trucks is used on a daily basis with a second truck serving as a backup. This second truck is also used to support the bulk item pickup program; collecting oversized items that cannot be lifted by hand. This project will replace a truck (Unit #210) that will be over 9 years old with over 94,000 miles.

Leaf Truck – Addition **\$212,000**

The addition of another leaf truck will be necessary to meet the expanding service area resulting from residential growth. An additional employee will be necessary to operate the equipment to continue to provide weekly service.

Street Sweeper – Replacement **\$275,000**

This project will replace a street sweeper (Unit #96) that will be over 22 years old at the time of replacement. There is currently one street sweeper in the Streets department fleet used to clean streets for special events. This truck will be used to clean town streets after spills, provide routine maintenance, and clean up after parades and festivals.

FY 2024-25

Chipper Truck – Addition **\$165,000**

This project will be an addition of a Chipper Truck, which will be a required addition to the future growth of the department and additional responsibilities of the department. The department will not be able to maintain production due to lack of equipment within the town.

Leaf Truck – Replacement **\$212,000**

This project will replace a leaf truck (Unit #108) in the town's current fleet that will be 8 years old at the time of replacement.

FY 2025-26

Chipper Truck – Replacement **\$165,000**

This truck replacement is necessary to maintain our current level of service to the town. Not adequately maintaining the fleet of the town would mean the current level of service would have to be decreased in order to accommodate the higher population. The replacement is needed due to the aging of an existing chipper truck/chipper combo (Unit #225), which will be 10 years old at the time of replacement.

Leaf Truck – Addition **\$212,000**

The addition of another leaf truck will be necessary to meet the expanding service area resulting from residential growth. An additional employee will be necessary to operate the equipment to continue to provide weekly service.

Motor Grader – Replacement **\$406,000**

This project will replace a grader (Unit #5506) that is over 53 years old with over 120,000 miles. A motor grader is necessary to spread materials, maintain ditches, and maintain gravel roads and parking lots. This vehicle will also be utilized for snow and ice control operations.

Small Asphalt Paver - Addition **\$115,000**

This paver is to expand our capabilities to pave when utility cuts might occur or for greenway trail repairs. Funding this Paver would prevent the town from having to contract out these small projects at a higher cost.

**FY 2026-27**

Leaf Truck – Replacement \$212,000

This project will replace a leaf truck (Unit #121) in the town's current fleet that will be 8 years old at time of replacement

Horizon

Dump Truck – Replacement \$185,000

This project will replace a dump truck (Unit #62) in the town's fleet that will be 18 years old at time of replacement.

General Fund Summary

The table below shows the total of the capital needs in each of the CIP elements supported by the General Fund and the revenue sources proposed to support these needs. The grant and fee revenues are explained in the applicable sections above. Local revenue is indicative of the need for current year revenue supported funding for some projects/purchases in each year. Section 6 of this document contains detailed information regarding the proposed funding source for each individual project.

The level of capital need reflected in this document necessitates the issuance of additional debt to meet these needs. In the table below, new debt service is shown as a total amount proposed in each fiscal year. Installment purchase is used primarily for debt issues that are shorter in term and/or for relatively small projects. Bond debt is issued for longer term, high cost projects. Some bond issues cover multiple projects. For the purpose of the estimates shown, we have used an interest rate of 4 percent for installment and bond debt issues. While bond debt will carry a lower interest rate, we opted to keep this illustration simpler by using a common interest rate.

For items such as fire apparatus purchases, replacement vehicles and minor renovations, we use "pay go" financing to avoid interest costs and use accumulated fund balance for these one-time purchases. For all other issues in the General Fund, we use a twenty-year term for the purpose of this illustration. Increasing the length of the term for these issues would result in a lower annual payment, but a higher over-all interest cost over the life of the borrowing.

General Fund Element Total	FY22-23	FY23-24	FY24-25	FY25-26	FY26-27	Future Years	Total Capital Cost
Transportation	8,390,000	9,075,000	13,245,000	32,765,000	11,290,000	47,525,000	122,290,000
Parks, Recreation, & Cultural Resources	1,175,000	6,107,600	4,907,600	7,800,000	5,900,000	81,631,000	107,521,200
Public Safety	1,650,000	1,140,000	643,000	400,000	400,000	2,525,000	6,758,000
Public Facilities	1,002,600	2,943,500	1,295,500	5,415,000	2,000,000	24,860,000	37,516,600
Public Works & Environmental Services	-	682,000	377,000	898,000	212,000	185,000	2,354,000
	\$ 12,217,600	\$ 19,948,100	\$ 20,468,100	\$ 47,278,000	\$ 19,802,000	\$ 156,726,000	\$ 276,439,800
Revenues	FY22-23	FY23-24	FY24-25	FY25-26	FY26-27	Future Years	Total
General Fund / Capital Outlay	4,917,800	13,945,100	14,027,600	10,823,000	16,444,500	22,986,500	83,144,500
General Obligation Bonds	314,500	930,000	1,250,500	24,505,000	-	109,131,000	136,131,000
Grants	4,035,300	1,500,000	2,025,000	690,000	-	-	8,250,300
Installment Purchase / Capital Lease	-	-	-	8,000,000	-	21,150,000	29,150,000
Designated Capital Funds	1,250,000	1,787,500	1,326,000	1,366,000	1,406,500	1,448,900	8,584,900
Intergovernmental Funds	1,700,000	1,785,500	1,839,000	1,894,000	1,951,000	2,009,600	11,179,100
	\$ 12,217,600	\$ 19,948,100	\$ 20,468,100	\$ 47,278,000	\$ 19,802,000	\$ 156,726,000	\$ 276,439,800

After capital assets are acquired or constructed, most will entail ongoing expenses for routine operation, repair, and maintenance. These operations, repair, and maintenance costs are accounted for annually in each year's operating budget.

Transportation Element: New road and parking lot construction will necessitate future maintenance work including pothole repair, crack sealing, road marking repair, and resurfacing. Downtown improvements, such as the downtown alley improvements and Salem Street Streetscape, will involve future costs such as landscaping, electrical work, and repainting. Sidewalk construction in the Safe Routes to School project will involve

regular pavement repair, repainting crosswalk markings, and performing maintenance work on crosswalk signals. Lastly, the GoApex Transit Program will involve future costs including wages for operating personnel and routine vehicle maintenance and repair work.

Parks, Recreation, & Cultural Arts Element: New greenway connections will necessitate future maintenance work including brush clearing, sign and bench replacement, and trail reconstruction. Once constructed and operational, the Environmental Education Center will necessitate ongoing costs such as staff wages, educational materials, and regular cleaning and building maintenance. Parking lot expansions will involve future costs including sweeping and asphalt treatment. New park construction will necessitate regular annual costs such as landscaping, irrigation system maintenance, restroom and public facility cleaning, and wages for park maintenance and programming staff.

Public Safety Element: The replacement aerial apparatus, replacement fire engines, and new rescue retrieval van will incur regular costs such as the purchase of fuel, wages for operating personnel, and repair and maintenance. Once acquired, the driving simulator will necessitate annual repair and maintenance costs

Public Facilities Element: New public safety and fire stations will incur future costs including staff wages, building cleaning and maintenance, and utility services. After renovations are complete, the Eva Perry Library will incur costs for routine maintenance and repairs of its new roof and HVAC unit. The repurposing of the downtown Depot parking lot will involve regular costs including street sweeping, landscaping, furniture and lighting replacement, and programming. HVAC, chiller, and boiler upgrades to town administrative buildings will necessitate routine maintenance and repair costs as their useful lives progress.

Public Works & Environmental Element New and replacement vehicles and equipment such as chipper trucks, leaf trucks, dump trucks, and asphalt pavers will incur regular maintenance and repair costs over the course of their useful lives.

Section 3: CIP Financial Impact Analysis on General Fund

A key element of the CIP is the financial impact analysis that discusses the effects of capital spending on the town's operation costs, debt capacity, and other important debt ratios. It is important to understand how capital spending affects these indicators because the Local Government Commission (LGC) and bond rating agencies use them to evaluate the town's financial condition and to issue ratings. Apex currently has a bond rating of AAA with Standard & Poor's Corporation and Aaa with Moody's Investors Service. These ratings represent strong financial standing and are the highest possible ratings attainable.

Projections and Estimates

Proper financial planning requires projections and estimates for expenditures, revenues, and other financial indicators. Expenditure and revenue estimates require forecasts for changes in population, assessed property value, and other factors such as changes in the economy. The CIP projections represent an eight percent growth factor for operations expenditures throughout the five-year scope. This growth factor is representative of the town's three-year rolling average for personnel and operating expenditure increases. The town has been the beneficiary of sustained growth in property values with a three-year rolling average of 8.43 percent not including revaluation years. Wake County will perform a revaluation in 2024 that will affect the assessed value and revenue neutral tax rate for Apex. The CIP includes an adjustment in FY24-25 for a potential revenue neutral rate in response to the revaluation. Apart from gains in property tax revenues and sales tax revenues, estimates indicate growth in other revenues, not including grants, fund transfers, or use of fund balance, to be on par with the increases in expenditures. The CIP includes a revenue growth rate of eight percent beyond FY22-23. For projects subject to financing in FY22-23, the debt model includes interest rates of 4.0 percent. For future years, a half percent has been added to the interest rate per year beginning in FY23-24. That rate may vary depending on the size of the project and length of term. Financing recommendations in this CIP include use of general obligation (GO) bonds and installment financing in the General Fund and revenue bonds in enterprise funds.

Debt Ratios

The large costs associated with capital projects may require financing, which results in debt obligation for the town. The LGC and bond rating agencies assess the town's ability to incur and repay debt through various debt capacity ratios and indicators. In the General Fund, the town evaluates net debt as a percentage of total assessed value of taxable property, the aggregate ten-year principal payout ratio, and the ratio of debt service expenditures as a percent of total fund expenditures.

Net debt per assessed valuation is an important indicator because it takes into account the town's largest revenue source and greatest means for repaying debt. This is a measure of debt capacity as well as debt burden. This ratio divides the town's net debt by its total assessed value, where net debt is defined as all tax-supported debt. town policy states that its net debt per assessed valuation should not exceed 2.5 percent. Apex's expected debt-to-assessed valuation ratio for FY22-23 is .84 percent. The ratio for FY22-23 represents the expected high point within the proposed CIP. Even with upcoming projects that will require additional debt financing, the growth in assessed value will outpace that modest increase in net debt, resulting in a lower ratio. The .84 percent is well below the town's maximum and the legal limit set forth by N.C.G.S. 159-55, which limits net debt to eight percent or less of a local government's total property valuation. Apex's legal debt limit, based on the July 1, 2022 audited valuation is \$829,020,168. The CIP includes a maximum debt obligation of \$117,211,552 in FY25-26.

The 10-year payout ratio measures the amount of principal being retired in the next 10 years. As an indicator, it determines if debt is back-loaded, which can cause concern for long-term financial stability. Apex has a policy that establishes a minimum 10-year payout ratio of 55 percent. The CIP includes issuance of previously authorized bonds as well as new bond debt and installment purchase financing. The new debt brings the payout ratio to 72.47 percent in FY22-23. The lowest ratio of 63.91 in FY25-26 remains above the town's minimum.

Debt service as a percentage of total expenditures measures annual debt service payments of non-self-supporting projects as a portion of the Town's General Fund expenditures. Debt service payments can become a large portion of a town's budget and should be monitored to ensure acceptable levels. Too much debt service may indicate excessive debt and fiscal strain. Bond rating agencies consider a net debt service percentage between 15 and 20 percent to be high. A ratio below five (5) percent indicates capacity for significant new debt. The town's policy is to maintain a net debt service ratio of less than 12 percent. For FY22-23, the General Fund debt service ratio is 10 percent, which represents the highest ratio for the proposed CIP. Without significant changes to the CIP, the debt service ratio will remain below 12 percent for the length of the current CIP. Keeping this ratio below 12 percent provides the town with opportunities to finance more projects.

Pay-as-go financing can help keep key debt ratios in acceptable range by eliminating new debt obligations and annual debt service payments. The proposed CIP indicates differences from year to year in pay-as-go financing over the five-year period. This is due to the significant costs associated with some larger projects such as roads or a new fire station. If debt ratios begin to approach unacceptable ranges, delaying projects or using pay-as-go financing should be considered to keep the town in good financial standing and reduce fiscal strain.

Other factors bond rating agencies consider when assessing a town's financial condition may include the community's wealth, tax base, sources of revenues, and the overall economy.

Summary of CIP Impact on General Fund Debt Ratios and Fiscal Indicators

Debt Obligations	FY21-22	FY22-23	FY23-24	FY24-25	FY25-26	FY26-27
GO Bond Debt	\$63,155,000	\$81,754,500	\$78,969,500	\$76,505,000	\$96,085,000	\$91,160,000
Installment Purchase & Lease Debt	\$19,649,724	\$18,440,931	\$16,660,138	\$14,889,345	\$21,126,552	\$19,372,759
Total Net Debt Obligations	\$82,804,724	\$100,195,431	\$95,629,638	\$91,394,345	\$117,211,552	\$110,532,759
Debt Service						
GO Bond Principal	\$3,715,000	\$3,715,000	\$4,925,000	\$4,925,000	\$5,970,000	\$5,975,000
GO Bond Interest	\$2,117,986	\$2,930,757	\$2,740,607	\$2,549,807	\$3,733,706	\$3,466,707
<i>Total GO Bond Debt Service</i>	<i>\$5,832,986</i>	<i>\$6,645,757</i>	<i>\$7,665,607</i>	<i>\$7,474,807</i>	<i>\$9,703,706</i>	<i>\$9,441,707</i>
IP & Lease Principal	\$1,208,793	\$1,780,793	\$1,770,793	\$1,762,793	\$1,753,793	\$1,969,806
IP & Lease Interest	\$280,402	\$331,069	\$297,423	\$263,963	\$230,651	\$631,864
<i>Total IP Debt Service</i>	<i>\$1,489,195</i>	<i>\$2,111,862</i>	<i>\$2,068,216</i>	<i>\$2,026,756</i>	<i>\$1,984,444</i>	<i>\$2,601,670</i>
Total GF Debt Service	\$7,322,181	\$8,757,619	\$9,733,823	\$9,501,563	\$11,688,150	\$12,043,377

General Fund Debt Ratios & Fiscal Indicators	FY21-22	FY22-23	FY23-24	FY24-25	FY25-26	FY26-27
Fund Balance	\$34,490,969	\$30,870,969	\$19,246,462	\$8,919,062	\$3,591,974	-\$981,748
Fund Balance Percentage	40.84%	33.85%	18.09%	7.90%	3.02%	-0.77%
Impact on Capital Designated Funds	\$0	\$1,250,000	\$1,787,500	\$1,326,000	\$1,366,000	\$6,406,500
Impact on Operating Budget	\$0	\$0	\$0	\$0	\$0	\$0
Revenue per Capita	\$1,209	\$1,213	\$1,217	\$1,184	\$1,212	\$1,219
% Property Tax Revenue	50.56%	52.98%	53.23%	55.10%	56.47%	56.56%
10-year Principal Payout (>55%)	0.00%	72.47%	77.37%	82.11%	63.91%	67.61%
Net Debt per Assessed Valuation (<2.5%)	0.739%	0.842%	0.741%	0.616%	0.728%	0.633%
Net Debt Service to Expenditures Less Transfers-in (<12%)	8.83%	10.00%	9.47%	8.45%	9.83%	9.44%
PAYGO Percent	0.00%	97.39%	95.35%	93.91%	31.25%	100.00%

Tax Rate Analysis

One method of assessing the CIP impact on the operating budget is to illustrate the effects in terms of the tax rate. The overall CIP model includes future estimates and escalation for revenues and expenditures, including operating impacts identified for each capital project. The table below depicts the potential tax rate needed to generate enough revenue to account for General Fund CIP project costs beyond the town's typical capital and operating expenditures. This calculation is dependent on the town's assessed value and the revenue generated by a penny on the tax rate. Because the intent is to illustrate funding gaps solely in terms of the tax rate, the formula does not take into account substantial increases or decreases in revenues from other sources such as sales tax or service fees.

The FY22-23 Recommended Budget includes a tax rate of \$.41, which includes a \$.014 increase for voter approved bond debt in 2021. Wake County will undergo another revaluation in 2024 and the projections for FY24-25 use a revenue-neutral tax rate of \$.387. For this analysis, the town's capital expenditures do not include grant-funded projects except for the required local contributions.

If projections are accurate, CIP projects will create a funding gap each year beyond FY22-23 with potential shortfalls ranging from \$4.57 million in FY26-27 to \$9.83 million in FY24-25. These funding gaps represent potential policy decisions for Town Council regarding use of fund balance, setting the tax rate, delaying projects, and consideration of operational cuts. The funding gaps also present opportunities for town staff to identify additional funding sources such as grants or direct fees that can affect Town Council decisions to balance the budget. The funding gap is noticeable for all years primarily due to large downtown, transportation, and parks and recreation capital projects. Notably, several large parks and recreation projects are new to the CIP and have created larger funding gaps than previously identified in prior years' analyses. The CIP includes \$74.87 million in transportation projects over the next five years, including \$6.7 million for downtown projects, and identifies another \$47.53 million in projects on the horizon. This amount does not include the already budgeted \$25.5 million SW Apex Peakway project, for which debt service payments will begin in FY22-23. Transportation projects include ten projects with cost estimates exceeding \$1 million over the next five years. The CIP programs seven of these large projects for FY25-26 to correspond with bond sales from the November 2021 bond referendum, which funds \$22.94 million for five of the projects. Overall, the CIP includes new debt service for general obligation bonds to cover \$42 million in transportation projects – \$17 million beginning in FY22-23 and \$25 million in FY25-26. The impact model does include a tax rate increase to accompany the proposed general obligation debt. The proposed bond plan includes two separate tax rate increases of \$.014 in FY22-23 and \$.016 in FY26-27 to cover the annual debt service. Significant parks and recreation projects include the completion of the baseball and softball complex at Pleasant Park for \$4.01 million in FY23-24 and FY24-25, an environmental education center (\$3.8 million), Beaver Creek Greenway expansion (\$6.5 million), and maintenance and renovations at KidsTowne Playground (\$1.6 million). These parks and recreation projects are new to the CIP and currently do not have funding identified beyond typical General Fund revenues.

The five-year tax rate assessment table below indicates the change in tax rate needed to account for the potential funding gaps. This does not account for any potential increases in other revenues sources or cuts in the operating budget that may offset the gap. The "tax rate" line reflects revenues with no change in the current tax rate other than an adjustment for revenue neutral in the revaluation year and the required tax increase for general obligation bonds. The "zero-balance" tax rate line reflects revenues with the tax rate adjusted to offset the funding gap for the corresponding year. The table indicates that without changes to the project schedule, operational cuts, or identifying alternate funding sources, the town would need to increase the property tax rate by an average of \$.047 in future years to ensure a balanced budget and maintain sufficient reserves.

5-Year Tax Rate Assessment

Forecasted Expenditures (Including CIP Projects)	FY22-23	FY23-24	FY24-25	FY25-26	FY26-27
Operating Budget	\$73,126,481	\$78,976,599	\$85,294,727	\$92,118,306	\$99,487,770
Capital Outlay	\$8,791,400	\$17,568,100	\$17,242,600	\$14,083,000	\$19,802,000
Debt Service	\$8,757,619	\$9,733,823	\$9,501,563	\$11,688,150	\$12,043,377
Transfers Out	-\$1,250,000	-\$1,787,500	-\$1,326,000	-\$1,366,000	-\$6,406,500
<i>Total Expenditures</i>	<i>\$91,201,500</i>	<i>\$106,419,723</i>	<i>\$112,930,891</i>	<i>\$118,932,056</i>	<i>\$127,542,147</i>
Total Capital & Debt	\$16,299,019	\$25,514,423	\$25,418,163	\$24,405,150	\$25,438,877
Capital & Debt Expenditures %	17.87%	23.98%	22.51%	20.52%	19.95%
Forecasted Revenues					
Property Tax	\$48,322,500	\$52,395,495	\$56,811,793	\$64,149,935	\$69,556,989
Other Taxes, Fees, Charges	\$39,259,000	\$42,399,720	\$45,791,698	\$49,455,033	\$53,411,436
Transfers In	\$0	\$0	\$0	\$0	\$0
<i>Total Revenues</i>	<i>\$91,201,500</i>	<i>\$98,435,215</i>	<i>\$103,103,491</i>	<i>\$113,604,968</i>	<i>\$122,968,425</i>
Difference	(\$0)	(\$7,984,508)	(\$9,827,400)	(\$5,327,087)	(\$4,573,722)
Projected Fund Balance	\$30,870,969	\$19,246,462	\$8,919,062	\$3,591,974	-\$981,748
Capital Impact on Fund Balance	(\$0)	(\$7,984,508)	(\$9,827,400)	(\$5,327,087)	(\$4,573,722)
Fund Balance Impact Percentage	33.85%	18.09%	7.90%	3.02%	-0.77%
Assessed Property Value	\$11,905,025,641	\$12,908,473,570	\$14,844,744,606	\$16,095,974,858	\$17,452,668,504
\$.01 Property Tax Increase =	\$1,178,598	\$1,277,939	\$1,469,630	\$1,593,502	\$1,727,814
Tax Rate	\$0.410	\$0.410	\$0.387	\$0.403	\$0.403
Change in Tax Rate Needed for Difference	\$0.000	\$0.062	\$0.067	\$0.033	\$0.026
Zero-Balance Tax Rate	\$0.410	\$0.472	\$0.453	\$0.436	\$0.429
Projected Fund Balance with Tax Rate Adjustment	\$30,870,969	\$27,230,969	\$18,746,462	\$8,919,062	\$3,591,974
Projected Fund Balance % with Tax Rate Adjustment	33.85%	25.59%	16.60%	7.50%	2.82%

Section 4: Electric Utility

The projects funded through the Electric Utility element pull from the Electric Enterprise Fund. This fund pays only for projects related to the electric system and not for projects related to the Water/Sewer Fund or the General Fund.

The types of capital projects that qualify for this fund include construction, maintenance, and improvement of electric distribution infrastructure. These projects include substation additions and upgrades, distribution line extensions, major maintenance of infrastructure, and the equipment necessary to maintain the system.

The icon below signifies the electric utility element, and is located on the top right corner of the pages that are associated with these projects.





Electric Utility Element Projects

Projects Funded: Construction, maintenance, and improvement of electric distribution infrastructure. These projects include substation additions and upgrades, distribution line extensions, major maintenance of infrastructure and equipment necessary to maintain the system.

Peak Plan 2030 Recommendation: Continuing to assess, plan, and fund infrastructure needs through a capital improvement program and manage growth through utility investments.



From our newest substation, Mt. Zion (shown on the left), and throughout our system, we work to improve the reliability of our electric system.



Well-trained and well-equipped technicians are required to maintain a first-rate utility.

The table below shows each of the projects submitted for consideration in this year’s CIP process and the estimated cost of the project in each fiscal year in the plan.

Electric Utility Fund	FY22-23	FY23-24	FY24-25	FY25-26	FY26-27	Future Years	Total Capital Cost
Electric Line Truck - Replacement	285,500	-	-	-	-	-	285,500
Smart Grid Meter & Load Control	1,000,000	-	-	-	-	-	1,000,000
Green Level Substation	-	-	1,700,000	-	-	-	1,700,000
East Williams Substation	-	-	-	-	-	5,075,000	5,075,000
Total	\$ 1,285,500	\$ -	\$ 1,700,000	\$ -	\$ -	\$ 5,075,000	\$ 8,060,500



FY 2022-23

Electric Line Truck – Replacement	\$285,500
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This project will replace one Electric Line truck (Unit #183). The Digger Derrick is a specialized vehicle required for the installation of both overhead and underground electrical equipment. At time of replacement, the truck will be over 10 years old.

Smart Grid Meters & Load Control	\$1,000,000
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This project provides an end-to-end solution for wireless smart grid and advanced metering. It will provide the ability to manage and monitor our electrical service customers by utilizing high speed, standards-based communications to access real-time data. In addition to advanced metering, this project will also provide updated load control devices, thermostats, and street light control hardware. The software provides meter data, network, load control, streetlight, and outage and customer portal management all in one easy to use platform.

FY 2024-25

Green Level Substation	\$1,700,000
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The Green Level area is expected to add more than 2,100 new homes and associated services in the next few years. To support this scale of development, we will initially need to build a new 80 MVA substation with one 40 MVA Power Transformer installed. Having the electrical capacity ready in the form of a new substation (and distribution lines) will help ensure that we can provide reliable electrical service to this area.

Horizon

East Williams Substation	\$5,075,000
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As Veridea begins to develop along East Williams Street, near the East Williams Substation, we will need to improve our ability to serve this area. This project consists of approved development of 2.2 million square feet of mixed-used commercial development, 500,000 square feet of office development, and 4,000 residential units located on approximately 1,000 acres. To support this scale of development, the town would need to add two 40 MVA Power Transformers to the East Williams Substation to provide the additional capacity and reduce delivery point charges from Duke Energy. This project contains two phases. Phase I will install one 40 MVA transformer and Phase II will add the second 40 MVA transformer.

Electric Fund Summary

The table below shows the total of the capital needs for the Electric Fund element and the revenue sources proposed to support these needs. Local revenue is indicative of the need for current year revenue supported funding for some projects/purchases in each year.

At this time, no issuance of additional debt is projected to be needed to meet the capital needs described above.

Electric Utility Fund	FY22-23	FY23-24	FY24-25	FY25-26	FY26-27	Future Years	Total Capital Cost
Electric Line Truck - Replacement	285,500	-	-	-	-	-	285,500
Smart Grid Meter & Load Control	1,000,000	-	-	-	-	-	1,000,000
Green Level Substation	-	-	1,700,000	-	-	-	1,700,000
East Williams Substation	-	-	-	-	-	5,075,000	5,075,000
Total	\$ 1,285,500	\$ -	\$ 1,700,000	\$ -	\$ -	\$ 5,075,000	\$ 8,060,500
Revenues	FY22-23	FY23-24	FY24-25	FY25-26	FY26-27	Future Years	Total
Capital Outlay	1,285,500	-	-	-	-	-	1,285,500
Designated Capital Funds	-	-	1,700,000	-	-	-	1,700,000
Revenue Bonds	-	-	-	-	-	5,075,000	5,075,000
	\$ 1,285,500	\$ -	\$ 1,700,000	\$ -	\$ -	\$ 5,075,000	\$ 8,060,500



Section 5: Water & Sewer Utility

Projects assigned to the Water and Sewer Utility element are funded through the Water and Sewer Enterprise Fund. This fund only pays for projects related to the water and sewer system, and not for projects related to the electric fund, or any General Fund related project.

The types of capital projects that qualify for this fund include the construction and improvement of water and sewer infrastructure. These projects include main additions and replacements, water/wastewater treatment plant renovations/expansions, filter rehabilitation, pump station additions, major maintenance of infrastructure, and the equipment necessary to maintain the system.

The icon below signifies the Water and Sewer Utility element, and is located on the top right corner of the pages that are associated with these projects.





Water & Sewer Utility Projects

Projects Funded: Construction and improvement of water and sewer infrastructure. These projects include main additions and replacements, water/wastewater treatment plant renovations/ expansions, filter rehabilitation, pump station additions, major maintenance of this infrastructure, and the equipment necessary to maintain the system.

Peak Plan 2030 Recommendation: Continue to assess, plan, and fund infrastructure needs through a capital improvement program and manage growth through utility investments.

Our water and sewer utilities face increasing demands for maintenance and improvements in order to serve current and future needs. Our wastewater treatment plant treats a portion of the wastewater generated in Apex, with the remainder going to the new regional plant in New Hill.



The table below shows each of the projects submitted for consideration in this year's CIP process and the estimated cost of the project in each fiscal year of the plan.

Water & Sewer Utility Fund	FY22-23	FY23-24	FY24-25	FY25-26	FY26-27	Future Years	Total Capital Cost
Beaver Creek Commons Gravity Sewer Extension	1,400,000	-	-	-	-	-	1,400,000
Big Branch 2 Pump Station & Force Main	1,000,000	26,060,000	-	-	-	-	27,060,000
Crane Truck - Replacement	250,000	-	-	-	-	-	250,000
Humie Olive Water Loop	150,000	-	600,000	-	-	-	750,000
Middle Creek - Sunset Hills Pump Station Renovation	3,510,000	-	-	-	-	-	3,510,000
Water Main Replacement & Rehab Program	300,000	400,000	400,000	400,000	400,000	-	1,900,000
Western Transmission Main - Phase III	2,100,000	-	-	-	-	-	2,100,000
Friendship Elementary Gravity Sewer	-	905,000	-	-	-	-	905,000
Old Raleigh Road Water Line Replacement	-	800,000	2,800,000	-	-	-	3,600,000
US 64 & New Hill Olive Chapel Water Loop	-	330,000	1,300,000	-	-	-	1,630,000
Abbingtion Gravity Sewer Extension	-	-	280,000	-	-	-	280,000
US 64 Utility Relocation	-	-	-	2,500,000	-	-	2,500,000
UV System Replacement	-	-	-	1,440,000	-	-	1,440,000
Elevated Water Storage Tank - 2.0 MG	-	-	-	-	-	6,500,000	6,500,000
NC 55 Utility Relocation	-	-	-	-	-	2,150,000	2,150,000
Ten Ten Road/Center Street Utility Relocation	-	-	-	-	-	2,500,000	2,500,000
Cary Projects Sub-Total	658,700	402,500	890,000	586,500	690,000	4,606,000	7,833,700
WWRWRF Sub-Total	263,500	170,000	85,000	608,600	2,878,100	32,327,200	36,332,400
Total	\$ 9,632,200	\$ 29,067,500	\$ 6,355,000	\$ 5,535,100	\$ 3,968,100	\$ 48,083,200	\$ 102,641,100

**Beaver Creek Commons Gravity Sewer Extension****\$1,400,000**

Recent development projects near Kelly Road have upgraded and extended gravity sewer from the Abbington Subdivision to I-540. Currently, there is a gap between I-540 and the Beaver Creek Crossings Pump Station. The land between is part of a large lot subdivision (Chapel Ridge) with little potential for redevelopment. This project would involve decommissioning the Beaver Creek Crossings Pump Station and constructing approximately 2,100 feet of 12-inch gravity sewer line and manholes to complete the system. Not funding this project will require continued maintenance of the pump station. Project also includes looping a dead-end 12-inch water main along Beaver Creek Commons Drive from Beaver Creek to Kelly Road. If not constructed, redundancy and improved transmission to town's elevated tanks will not be realized. Increased flushing of water may be required in the dead-end 12-inch water line to maintain water quality.

Big Branch 2 Pump Station & Force Main**\$27,060,000**

Two-year total

This project includes construction of Big Branch Pump Station (capacity of 3 million gallons per day) and approximately six miles of 30-inch force main that will discharge at the Western Wake Regional WRF. This infrastructure is needed to serve the Big Branch Basin, which is generally located in the triangle between I-540, US 1, and NC 55.

Crane Truck - Replacement**\$250,000**

This project will replace one Crane Truck (Unit #84). The crane truck is used regularly in order to perform sensitive repairs and has been out of service for most of the past year due to the age of the equipment and the inability to replace outdated and obsolete parts. Currently, outside contractors are required to make the necessary repairs while this truck is out of commission which is both costly and timely. At time of replacement, the truck will be over 22 years old.

Humie Olive Water Loop**\$750,000**

Two-year total

This project will add approx. 7,000 linear feet of 12-inch water main along Humie Olive and New Hill Olive Chapel Road to complete a full 12-inch loop in this area. This loop will provide better water quality and fire protection capabilities to this section of the service area.

Middle Creek - Sunset Hills Pump Station Renovation**\$3,510,000**

This project includes the renovation of the existing Middle Creek - Sunset Hills Pump Station, installing a new deeper wetwell that will allow the pump station to serve the area to the northeast including the future school site. Pumps will be updated to carry the additional area and to meet the new pumping characteristics to the new Middle Creek Regional Pump Station. If this work is not completed, the area to the northeast will have to have its own separate pump station, which is not in the town's best long-term interest.

Water Main Replacement & Rehab Program**\$1,900,000**

Five-year total

This project includes the gradual replacement of small diameter (<10-inch), extremely old cast iron and AC water lines. These water lines are 60+ years old and likely tuberculated such that their capacities are greatly reduced. Replacing these lines will improve reliability and available fire flow in the water system.

Western Transmission Main – Phase III**\$2,100,000**

(Apex BBQ to Peakway)

Phase III of the Western Transmission Main Project will be the final phase of this project. The project includes the following sections: 900 feet of 20-inch waterline on Salem Street from Apex BBQ Road to the Peakway, and 3,000 feet of 20-inch waterline on Old US 1 from West Village to Holland Road. The primary purpose of Phase III work is to provide adequate water flow at a manageable pressure to the entire water system as western portions of Apex, south of Olive Chapel Road,



develop and demand grows. This work will also ensure that adequate flow and proper velocities are maintained in the other areas of Apex as growing demand to the west pulls water in that direction.

FY 2023-24

Friendship Elementary Gravity Sewer

\$905,000

Due to recent sewer extensions along Little Beaver Creek, the existing pump station located at the Friendship HS/ES site needs to be taken offline. In order to do so, approximately 2,400 linear feet of 12-inch gravity sewer is needed to extend from the Friendship Elementary School site to the Little Beaver Creek outfall. Not funding this project will require continued maintenance of the pump station. Being able to abandon this pump station will reduce the amount of funding needed for maintenance and eventual upgrades as well as reduce the noise and odors that come from the site.

Old Raleigh Road Water Line Replacement

\$3,600,000

Two-year Total

The 10-inch water main in Old Raleigh Road was installed in the early 1960s and is now surpassing the designed 50-year life expectancy. Of additional concern are the improvements to Old Raleigh Road that have taken place over the years, subjecting this pipe to increasing vibration and stress from vehicle traffic. Research shows that expansive clay soil, which is found in Apex, contributes to pipe failure, particularly in the smaller diameters like the existing 10-inch line. While we do have redundancy, a pipe failure along this line would require an inordinate number of other valves and loops to be closed.

US 64 & New Hill Olive Chapel Water Loop

\$1,630,000

Two-year Total

This project includes water line extension along US 64, starting at the Legacy Development and routed west to New Hill Olive Chapel Road, connecting to the existing 12-inch water line from Deer Creek. This project includes approximately 6,000 linear feet of 12-inch waterline. This project is critical to provide a redundant feed to Deer Creek along with looping the waterline to remove the dead end at Deer Creek and dead end along US 64, thereby improving water quality and eliminating the need to flush the system in those areas.

FY 2024-25

Abbingdon Gravity Sewer Extension

\$280,000

Due to constant overtime and emergency maintenance at this station, approximately 2,400 LF of gravity sewer is needed to connect the sewer flowing into the Abbingdon Pump Station to the outfall along Reedy Branch. Not funding this project will require continued maintenance of the pump station. Being able to abandon this pump station will reduce the amount of funding needed for maintenance and eventual upgrades as well as reduce the noise and odors that come from the site.

FY 2025-26

US 64 Utility Relocation

\$2,500,000

This project includes extending a 12-inch water line down Laura Duncan Road, under US 64, and tie-in to the existing 12-inch water line that runs parallel with US 64. In addition, utility relocations are needed to accommodate US 64 improvements. Existing town utilities within the corridor include 8-inch, 10-inch, and 12-inch water lines, 14-inch force main and 8-10-inch gravity sewers. If the 12-inch water line is not extended across US 64, the town will have flow issues in this area and continue to have to flush because of the dead-end lines. These lines are flushed routinely to keep up the proper disinfectant levels for water quality purposes.

UV System Replacement

\$1,440,000

The core components of a UV system consist of UV lamps, lamp drivers, and electronic circuit boards. As we all know, new electronic components generally replace older technology every few years. Like mobile phones, tablets, and computers, for



example. We often see them become outdated in two or three years. Similarly, though perhaps not as quickly, a UV system's electronic lamp drivers and circuit boards (used for a UV intensity sensor) also have limited useful life expectancies. Not only that, but as components age, they may become more difficult to replace and keep in stock. Not to mention the cost increases associated with hard to get parts. There has been significant innovation in UV technology since our TrojanUV4000 was designed and installed (1998). Newer lamp and driver technologies combined with smart reactor design work together to reduce the amount of energy needed to achieve disinfection compared to older UV systems. So yes, power savings can alone justify a UV system replacement. But it's not the only one. There have also been advances in cleaning systems, monitoring and controls as well as reductions in maintenance, thanks to reduced lamp counts needed. Can do more for less. The TrojanUVSigna may be selected to replace the TrojanUV4000 in order to take advantage of the high-efficiency low-pressure high-output (LPHO) lamp technology, which reduces both electrical consumption and power costs. We will have the ability to operate the existing TrojanUV4000 system while installing the new UV system.

Horizon

Elevated Water Storage Tank – 2.0 MG	\$6,500,000
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This project includes construction of a 2.0 million-gallon elevated storage tank to meet storage tank to meet storage requirements as demands grow.

NC 55 Utility Relocation	\$2,150,000
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This project includes utility relocations to accommodate NC Department of Transportation's (NCDOT) widening of NC Highway 55. The town has existing water and sewer utilities within the right-of-way, including 12-inch and 6-inch water lines, fire hydrants, valves, water service lines, 8-inch gravity sewer lines, manholes, and water and sewer service laterals that will be in conflict with NCDOT's proposed road widening. Utilities in conflict have to be relocated to prevent disruption of utility service to customers within the construction corridor. This project also includes an extension of 12-inch line down NC 55 under the railroad trestle to create new loop in distribution system.

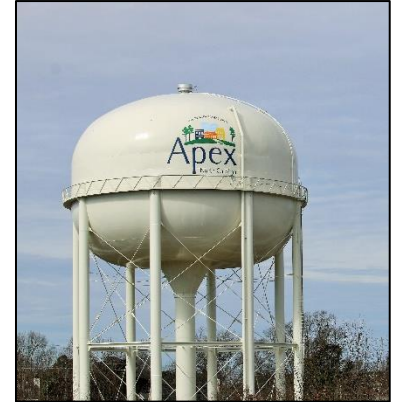
Ten Ten Road/Center Street Utility Relocation	\$2,500,000
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This project includes utility relocations to accommodate NC Department of Transportation's widening of Ten Ten Road/Center Street to Kildaire Farm Road. The town has existing water and sewer utilities within the right-of-way, including 12-inch and 16-inch water lines, fire hydrants, valves, water service lines, and 6-inch and 8-inch force mains that will be in conflict with NCDOT's proposed road widening. Utilities in conflict have to be relocated to prevent disruption of utility service to customers within the construction corridor.

Water & Sewer Fund Summary

The table below shows the total of the capital needs for the Water and Sewer Fund element and the revenue sources proposed to support these needs. Local revenue is indicative of the need for current year revenue supported funding for some projects/purchases in each year.

At this time, no issuance of additional debt is projected to be needed to meet the capital needs described above.



Water & Sewer Utility Fund	FY22-23	FY23-24	FY24-25	FY25-26	FY26-27	Future Years	Total Capital Cost
Beaver Creek Commons Gravity Sewer Extension	1,400,000	-	-	-	-	-	1,400,000
Big Branch 2 Pump Station & Force Main	1,000,000	26,060,000	-	-	-	-	27,060,000
Crane Truck - Replacement	250,000	-	-	-	-	-	250,000
Humie Olive Water Loop	150,000	-	600,000	-	-	-	750,000
Middle Creek - Sunset Hills Pump Station Renovation	3,510,000	-	-	-	-	-	3,510,000
Water Main Replacement & Rehab Program	300,000	400,000	400,000	400,000	400,000	-	1,900,000
Western Transmission Main - Phase III	2,100,000	-	-	-	-	-	2,100,000
Friendship Elementary Gravity Sewer	-	905,000	-	-	-	-	905,000
Old Raleigh Road Water Line Replacement	-	800,000	2,800,000	-	-	-	3,600,000
US 64 & New Hill Olive Chapel Water Loop	-	330,000	1,300,000	-	-	-	1,630,000
Abbingtion Gravity Sewer Extension	-	-	280,000	-	-	-	280,000
US 64 Utility Relocation	-	-	-	2,500,000	-	-	2,500,000
UV System Replacement	-	-	-	1,440,000	-	-	1,440,000
Elevated Water Storage Tank - 2.0 MG	-	-	-	-	-	6,500,000	6,500,000
NC 55 Utility Relocation	-	-	-	-	-	2,150,000	2,150,000
Ten Ten Road/Center Street Utility Relocation	-	-	-	-	-	2,500,000	2,500,000
Cary Projects Sub-Total	658,700	402,500	890,000	586,500	690,000	4,606,000	7,833,700
WWRWRF Sub-Total	263,500	170,000	85,000	608,600	2,878,100	32,327,200	36,332,400
Total	\$ 9,632,200	\$ 29,067,500	\$ 6,355,000	\$ 5,535,100	\$ 3,968,100	\$ 48,083,200	\$ 102,641,100
Revenues	FY22-23	FY23-24	FY24-25	FY25-26	FY26-27	Future Years	Total
Capital Outlay	2,100,000	2,435,000	5,380,000	4,340,000	400,000	4,650,000	19,405,000
Designated Capital Funds	4,022,200	10,632,500	975,000	1,195,100	3,568,100	12,433,200	35,226,100
Grants	3,510,000	-	-	-	-	-	3,510,000
Revenue Bonds	-	16,000,000	-	-	-	31,000,000	47,000,000
	\$ 9,632,200	\$ 29,067,500	\$ 6,355,000	\$ 5,535,100	\$ 3,968,100	\$ 48,083,200	\$ 102,641,100

Section 6: Project Funding Detail

The following pages contain project funding details.

Transportation

Project Cost	FY22-23	FY23-24	FY24-25	FY25-26	FY26-27	Future	Total
Annual Miscellaneous Road & Sidewalk Improvements	200,000	200,000	200,000	200,000	200,000	200,000	1,200,000
- Intergovernmental Funds	200,000	-	-	-	-	-	200,000
- General Fund / Capital Outlay	-	200,000	200,000	200,000	200,000	-	800,000
- To Be Determined	-	-	-	-	-	200,000	200,000
Annual Pavement Management	2,000,000	2,200,000	2,300,000	2,400,000	2,500,000	2,600,000	14,000,000
- Intergovernmental Funds (Powell Bill Revenues)	1,250,000	735,500	1,839,000	1,894,000	1,951,000	2,009,600	9,679,100
- Designated Capital Funds	750,000	1,287,500	461,000	506,000	549,000	-	3,553,500
- General Fund / Capital Outlay	-	177,000	-	-	-	-	177,000
- To Be Determined	-	-	-	-	-	590,400	590,400
GPS Emergency Vehicle Preemption	260,000	160,000	160,000	160,000	-	-	740,000
- Designated Capital Funds	-	-	60,000	-	-	-	60,000
- General Fund / Capital Outlay	260,000	160,000	100,000	160,000	-	-	680,000
Justice Heights Street Extension	250,000	750,000	-	-	-	-	1,000,000
- Intergovernmental Funds	250,000	-	-	-	-	-	250,000
- General Fund / Capital Outlay	-	750,000	-	-	-	-	750,000
Felton Grove High School Improvements Cost Share	500,000	825,000	825,000	-	-	-	2,150,000
- Designated Capital Funds	500,000	-	-	-	-	-	500,000
- General Fund / Capital Outlay	-	825,000	825,000	-	-	-	1,650,000
Ragan Road Sidewalk	200,000	1,050,000	-	-	-	-	1,250,000
- General Fund / Capital Outlay	200,000	-	-	-	-	-	200,000
- Intergovernmental Funds	-	1,050,000	-	-	-	-	1,050,000
Safe Routes to School	1,710,000	640,000	1,000,000	3,290,000	3,090,000	865,000	10,595,000
- General Obligation Bonds	314,500	640,000	755,500	3,290,000	-	-	5,000,000
- Grants	1,395,500	-	-	-	-	-	1,395,500
- General Fund / Capital Outlay	-	-	244,500	-	3,090,000	-	3,334,500
- To Be Determined	-	-	-	-	-	865,000	865,000
Salem Street Downtown Streetscape & Resurfacing	2,800,000	1,400,000	2,500,000	-	-	-	6,700,000
- Grants	2,640,000	-	-	-	-	-	2,640,000
- General Fund / Capital Outlay	160,000	1,400,000	2,500,000	-	-	-	4,060,000
Tingen Road Pedestrian Bridge	150,000	500,000	4,050,000	-	-	-	4,700,000
- General Fund / Capital Outlay	150,000	500,000	2,025,000	-	-	-	2,675,000
- Grants	-	-	2,025,000	-	-	-	2,025,000
- To Be Determined	-	-	-	-	-	-	-
Wayfinding Signage Fabrication & Installation	320,000	760,000	415,000	-	-	-	1,495,000
- General Fund / Capital Outlay	320,000	760,000	415,000	-	-	-	1,495,000
Center Street Railroad Crossing Improvements & Sidewalk	-	140,000	-	920,000	-	-	1,060,000
- General Obligation Bonds	-	140,000	-	920,000	-	-	1,060,000
Chatham Street Railroad Crossing Improvements & Sidewalk	-	150,000	-	1,145,000	-	-	1,295,000
- General Obligation Bonds	-	150,000	-	1,145,000	-	-	1,295,000

Transportation Continued

Project Cost	FY22-23	FY23-24	FY24-25	FY25-26	FY26-27	Future	Total
South Salem Street Bicycle Connection	-	300,000	-	2,100,000	-	-	2,400,000
- General Fund / Capital Outlay	-	300,000	-	2,100,000	-	-	2,400,000
Apex Peakway North Widening	-	-	495,000	5,000,000	-	-	5,495,000
- General Obligation Bonds	-	-	495,000	5,000,000	-	-	5,495,000
GoApex Transit Program	-	-	100,000	690,000	-	-	790,000
- General Fund / Capital Outlay	-	-	100,000	-	-	-	100,000
- Grants	-	-	-	690,000	-	-	690,000
Jessie Drive Phase I & Phase II	-	-	1,000,000	8,500,000	-	13,500,000	23,000,000
- Designated Capital Funds	-	-	865,000	-	-	-	865,000
- General Obligation Bonds	-	-	-	8,500,000	-	-	8,500,000
- General Fund / Capital Outlay	-	-	135,000	-	-	-	135,000
- To Be Determined	-	-	-	-	-	13,500,000	13,500,000
West Williams Street Sidewalk	-	-	200,000	650,000	-	-	850,000
- General Fund / Capital Outlay	-	-	200,000	-	-	-	200,000
- General Obligation Bonds	-	-	-	650,000	-	-	650,000
Apex Peakway Southeast Connector	-	-	-	1,710,000	-	17,100,000	18,810,000
- General Fund / Capital Outlay	-	-	-	1,710,000	-	-	1,710,000
- To Be Determined	-	-	-	-	-	17,100,000	17,100,000
Davis Drive at Salem Church Road Realignment	-	-	-	200,000	500,000	7,000,000	7,700,000
- General Fund / Capital Outlay	-	-	-	200,000	500,000	-	700,000
- To Be Determined	-	-	-	-	-	7,000,000	7,000,000
Pavement Management Backlog	-	-	-	5,000,000	-	-	5,000,000
- General Obligation Bonds	-	-	-	5,000,000	-	-	5,000,000
Pristine Water Drive Connector	-	-	-	500,000	3,000,000	-	3,500,000
- Designated Capital Funds	-	-	-	500,000	-	-	500,000
- General Fund / Capital Outlay	-	-	-	-	3,000,000	-	3,000,000
Production Drive Extension	-	-	-	300,000	2,000,000	-	2,300,000
- Designated Capital Funds	-	-	-	300,000	857,500	-	1,157,500
- General Fund / Capital Outlay	-	-	-	-	1,142,500	-	1,142,500
NC 55 Sidewalk & Enhancement Cost Share (U-2901)	-	-	-	-	-	2,000,000	2,000,000
- To Be Determined	-	-	-	-	-	2,000,000	2,000,000
US 64 Sidewalk & Enhancement Cost Share (U-5301)	-	-	-	-	-	2,000,000	2,000,000
- To Be Determined	-	-	-	-	-	2,000,000	2,000,000
Ten Ten Road/Center Street Sidewalk & Enhancement Cost Share (U-5825)	-	-	-	-	-	2,000,000	2,000,000
- To Be Determined	-	-	-	-	-	2,000,000	2,000,000

Parks, Recreation, & Cultural Resources							
Project Cost	FY22-23	FY23-24	FY24-25	FY25-26	FY26-27	Future	Total
Annual Miscellaneous Greenway Connections	300,000	300,000	300,000	300,000	300,000	300,000	1,800,000
- General Fund / Capital Outlay	300,000	300,000	300,000	300,000	300,000	300,000	1,800,000
Beaver Creek Greenway Improvements	650,000	-	-	-	-	-	650,000
- General Fund / Capital Outlay	650,000	-	-	-	-	-	650,000
Hunter Street Bike Track	225,000	-	-	-	-	-	225,000
- General Fund / Capital Outlay	225,000	-	-	-	-	-	225,000
Environmental Education Center	-	300,000	-	3,500,000	-	-	3,800,000
- General Fund / Capital Outlay	-	300,000	-	-	-	-	300,000
- Installment Purchase / Capital Lease	-	-	-	3,500,000	-	-	3,500,000
Pleasant Park Baseball & Softball Complex	-	4,007,600	4,007,600	-	-	-	8,015,200
- General Fund / Capital Outlay	-	4,007,600	4,007,600	-	-	-	8,015,200
West Street Park Improvements	-	1,500,000	-	-	-	-	1,500,000
- Grants	-	1,500,000	-	-	-	-	1,500,000
Beaver Creek Greenway Extension	-	-	500,000	1,000,000	5,000,000	8,031,000	14,531,000
- General Fund / Capital Outlay	-	-	500,000	1,000,000	5,000,000	-	6,500,000
- General Obligation Bond	-	-	-	-	-	8,031,000	8,031,000
KidsTowne Playground Renovation	-	-	100,000	1,500,000	-	-	1,600,000
- General Fund / Capital Outlay	-	-	100,000	1,500,000	-	-	1,600,000
Apex Nature Park/Seymour Athletic Fields Parking Lot Expansion	-	-	-	1,200,000	-	-	1,200,000
- General Fund / Capital Outlay	-	-	-	1,200,000	-	-	1,200,000
Big Branch Greenway	-	-	-	300,000	150,000	8,000,000	8,450,000
- General Fund / Capital Outlay	-	-	-	300,000	150,000	-	450,000
- General Obligation Bond	-	-	-	-	-	8,000,000	8,000,000
Jaycee Park Expansion	-	-	-	-	150,000	1,500,000	1,650,000
- General Fund / Capital Outlay	-	-	-	-	150,000	1,500,000	1,650,000
Reedy Branch Greenway	-	-	-	-	300,000	3,000,000	3,300,000
- General Fund / Capital Outlay	-	-	-	-	300,000	3,000,000	3,300,000
Apex Community Park Parking Lot Expansion	-	-	-	-	-	700,000	700,000
- General Fund / Capital Outlay	-	-	-	-	-	700,000	700,000
Middle Creek Greenway	-	-	-	-	-	4,600,000	4,600,000
- Installment Purchase / Capital Lease	-	-	-	-	-	4,600,000	4,600,000
Olive Farm Park Design	-	-	-	-	-	25,000,000	25,000,000
- General Obligation Bond	-	-	-	-	-	25,000,000	25,000,000
Wimberly Road Park Design	-	-	-	-	-	30,500,000	30,500,000
- General Obligation Bond	-	-	-	-	-	30,500,000	30,500,000

Public Safety

Project Cost	FY22-23	FY23-24	FY24-25	FY25-26	FY26-27	Future	Total
Aerial Apparatus to Replace Ladder 4	1,500,000	-	-	-	-	-	1,500,000
- General Fund / Capital Outlay	1,500,000	-	-	-	-	-	1,500,000
Radio Replacement	150,000	150,000	150,000	150,000	150,000	-	750,000
- General Fund / Capital Outlay	150,000	150,000	150,000	150,000	150,000	-	750,000
Engine 32 Replacement	-	740,000	-	-	-	-	740,000
- General Fund / Capital Outlay	-	740,000	-	-	-	-	740,000
SCBA Replacement	-	250,000	250,000	250,000	250,000	710,000	1,710,000
- General Fund / Capital Outlay	-	250,000	250,000	250,000	250,000	710,000	1,710,000
Driving Simulator	-	-	243,000	-	-	-	243,000
- General Fund / Capital Outlay	-	-	243,000	-	-	-	243,000
Fire Pumper for Olive Farm Station	-	-	-	-	-	825,000	825,000
- General Fund / Capital Outlay	-	-	-	-	-	825,000	825,000
Fire Pumper for Station 38	-	-	-	-	-	825,000	825,000
- General Fund / Capital Outlay	-	-	-	-	-	825,000	825,000
Rescue Retrieval Van	-	-	-	-	-	165,000	165,000
- General Fund / Capital Outlay	-	-	-	-	-	165,000	165,000

Public Facilities

Project Cost	FY22-23	FY23-24	FY24-25	FY25-26	FY26-27	Future	Total
Eva Perry Library Improvements	400,000	-	-	-	-	-	400,000
- General Fund / Capital Outlay	400,000	-	-	-	-	-	400,000
Firearms Training Center	325,000	50,000	50,000	-	-	-	425,000
- General Fund / Capital Outlay	325,000	50,000	50,000	-	-	-	425,000
Mechanical (Boiler) Upgrades to Community Center	177,600	-	-	-	-	-	177,600
- General Fund / Capital Outlay	177,600	-	-	-	-	-	177,600
Station 1 Rebuild	100,000	500,000	-	4,500,000	-	-	5,100,000
- General Fund / Capital Outlay	100,000	-	-	-	-	-	100,000
- Designated Capital Funds	-	500,000	-	-	-	-	500,000
- Installment Purchase / Capital Lease	-	-	-	4,500,000	-	-	4,500,000
Town Fiber Optic Expansion	100,000	-	-	-	-	-	100,000
- General Fund / Capital Outlay	100,000	-	-	-	-	-	100,000
Public Works Operations Building Renovations	-	870,000	-	-	-	-	870,000
- General Fund / Capital Outlay	-	870,000	-	-	-	-	870,000
Town Hall Remodel	-	500,000	500,000	500,000	-	-	1,500,000
- General Fund / Capital Outlay	-	500,000	500,000	500,000	-	-	1,500,000
Tunstall House Restoration	-	1,000,000	-	-	-	-	1,000,000
- General Fund / Capital Outlay	-	1,000,000	-	-	-	-	1,000,000
Vehicle Storage Shed & Brine Building	-	23,500	235,500	-	-	-	259,000
- General Fund / Capital Outlay	-	23,500	235,500	-	-	-	259,000

Public Facilities Continued

Project Cost	FY22-23	FY23-24	FY24-25	FY25-26	FY26-27	Future	Total
Mechanical (HVAC/Chiller) Upgrades to Town Facilities	-	-	125,000	-	-	-	125,000
- General Fund / Capital Outlay	-	-	125,000	-	-	-	125,000
Town Campus & Public Works Parking Lot Resurfacing	-	-	385,000	165,000	-	-	550,000
- General Fund / Capital Outlay	-	-	38,500	165,000	-	-	203,500
Repurpose Depot Parking Lot	-	-	-	250,000	2,000,000	-	2,250,000
- General Fund / Capital Outlay	-	-	-	250,000	2,000,000	-	2,250,000
Fire Department Administration Building	-	-	-	-	-	3,000,000	3,000,000
- General Fund / Capital Outlay	-	-	-	-	-	3,000,000	3,000,000
Fire Station 7	-	-	-	-	-	6,500,000	6,500,000
- Installment Purchase / Capital Lease	-	-	-	-	-	6,500,000	6,500,000
Fleet Floor Epoxy & OSHA Work Zone Safety Marking	-	-	-	-	-	110,000	110,000
- General Fund / Capital Outlay	-	-	-	-	-	110,000	110,000
Fleet Fluid Pumps/Reclamation	-	-	-	-	-	100,000	100,000
- General Fund / Capital Outlay	-	-	-	-	-	100,000	100,000
Land Purchase for Affordable Housing	-	-	-	-	-	500,000	500,000
- General Fund / Capital Outlay	-	-	-	-	-	500,000	500,000
Police Department Addition/Renovation	-	-	-	-	-	6,400,000	6,400,000
- Installment Purchase / Capital Lease	-	-	-	-	-	6,400,000	6,400,000
Public Safety Station 38	-	-	-	-	-	8,250,000	8,250,000
- Installment Purchase / Capital Lease	-	-	-	-	-	,250,000	8,250,000

Public Works & Environmental Services							
Project Cost	FY22-23	FY23-24	FY24-25	FY25-26	FY26-27	Future	Total
Grapple Truck - Replacement	-	195,000	-	-	-	-	195,000
- General Fund / Capital Outlay	-	195,000	-	-	-	-	195,000
Leaf Truck - Addition	-	212,000	-	212,000	-	-	424,000
- General Fund / Capital Outlay	-	212,000	-	212,000	-	-	424,000
Street Sweeper - Replacement	-	275,000	-	-	-	-	275,000
- General Fund / Capital Outlay	-	275,000	-	-	-	-	275,000
Chipper Truck - Addition	-	-	165,000	-	-	-	165,000
- General Fund / Capital Outlay	-	-	165,000	-	-	-	165,000
Leaf Truck - Replacement	-	-	212,000	-	212,000	-	424,000
- General Fund / Capital Outlay	-	-	212,000	-	212,000	-	424,000
Chipper Truck - Replacement	-	-	-	165,000	-	-	165,000
- General Fund / Capital Outlay	-	-	-	165,000	-	-	165,000
Motor Grader - Replacement	-	-	-	406,000	-	-	406,000
- General Fund / Capital Outlay	-	-	-	406,000	-	-	406,000
Small Asphalt Paver - Addition	-	-	-	115,000	-	-	115,000
- General Fund / Capital Outlay	-	-	-	115,000	-	-	115,000
Dump Truck - Replacement	-	-	-	-	-	185,000	185,000
- General Fund / Capital Outlay	-	-	-	-	-	185,000	185,000

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PUBLIC HEARING

Meeting Date: June 14, 2022

Item Details

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

Department(s): Planning and Community Development

Requested Motion

Public hearing and possible motion to approve a resolution regarding the Town-initiated renaming of "Squaw Walden Lane" within the Town of Apex.

Approval Recommended?

Planning staff recommends approval of the proposed street renaming.

Item Details

The purpose of this public hearing is to consider renaming "Squaw Walden Lane" to "Squall Walden Lane" within the Town of Apex. On November 19, 2021, the U.S. Secretary of the Interior declared "squaw" a derogatory term as part of Secretary's Order 3404. Under the Order, the Department of the Interior established a task force to find replacement names for more than 660 geographic features containing the name "squaw." Some residents of Squaw Walden Lane in Apex expressed concern to Town staff regarding the street name in 2021 as well as following the Interior Department's Derogatory Geographic Names Task Force announcement of replacement names on February 22, 2022. Town staff requested the concerned residents compile possible replacement names from Squaw Walden Lane residents for the Town to review and consider. As a result, concerned residents presented "Squall Walden Lane" as a possible replacement name. Town staff also requested additional input from all property owners and tenants affected by the name change in order to compile additional name suggestions, understand concerns for and against the proposed name change, and detail the process for changing addresses. This process and the preferences that emerged will be presented by staff along with a recommendation for Town Council's consideration to rename "Squaw Walden Lane" to "Squall Walden Lane".

Attachments

- Staff report
- Address change checklist
- Resolution of proposed street name change



STAFF REPORT

Street Renaming

June 14, 2022 Town Council Meeting



The purpose of the public hearing is to consider the facts and solicit comments in order to formulate a decision regarding the Town-initiated renaming of “Squaw Walden Lane.” According to the *Town of Apex Address Policy*, “The Town shall have the authority to rename streets within its corporate limits as needed for reasons related to public safety or inappropriateness.” An overview of the process used to inform and gather input from the community is summarized in this staff report. Based on this process, Planning and Community Development staff recommends renaming “Squaw Walden Lane” to “Squall Walden Lane.”

In 2021, certain residents of Squaw Walden Lane informed Town staff that they had been discussing a street name change for over a year. The residents deemed use of the word “Squaw” as derogatory and began initiating plans with neighbors to request a street name change for Squaw Walden Lane. On November 19, 2021, the U.S. Secretary of the Interior declared “squaw” a derogatory term as part of Secretary’s Order 3404. Under the Order, the Department of the Interior established the Derogatory Geographic Names Task Force in order to find replacement names for more than 660 geographic features containing the name “squaw.” The Task Force announced replacement names on February 22, 2022, and the same residents contacted Town staff one week later to once again discuss the procedure for renaming Squaw Walden Lane. Based on the Department of the Interior’s Order, and accompanied by the citizen request, Town Administration directed Town staff to initiate the street renaming.

In order to assist with initiating the street renaming request, Town staff requested the lead proponent for the name change compile possible new names suggested by the affected property owners. The proposed name submitted to the Town was “Squall Walden Lane,” and it was selected due to its similar pronunciation and spelling as well as maintaining the Henry David Thoreau inspired *Walden* theme of the community. On March 18, 2022, both the Town of Apex Planning and Community Development Department Addressing Team and the Wake County GIS E911 Addressing Team reviewed the name “Squall Walden Lane” to ensure that no conflicts existed and no confusion would be caused. Both the Town and Wake County approved the name as a suitable replacement for Squaw Walden Lane.

In accordance with documented procedures, the Town initiated the process of renaming “Squaw Walden Lane” by notifying affected property owners and tenants of the intent to change the street name and requesting input regarding the matter. In a letter from the Planning and Community Development Department, affected property owners and tenants were asked to designate their preference regarding the proposed renaming of “Squaw Walden Lane” to “Squall Walden Lane.” Respondents were also given an opportunity to suggest alternative names and provide suggestions, comments, or concerns. Twelve (12) of the 16 affected addresses responded with the following preferences indicated.

- 4 respondents preferred the change to Squall Walden Lane;
- 8 respondents preferred no street name change; and
- 0 respondents suggested alternate street names.

Comments shared by affected residents are listed in the table below. Each row of the table represents a different property.

Table 1. Suggested Names for Squaw Walden Lane submitted prior to June 14, 2022 Public Hearing

Street Name Preference	Comments, suggestions, or concerns
Squall Walden Lane	Request for final street name change to occur after midterm elections in November due to concerns over absentee ballots.
Squall Walden Lane	Thank you! Moved many times, so address changes should not be difficult. NCDL appears to be the only expense.

Street Name Preference	Comments, suggestions, or concerns
Squall Walden Lane	Wants the name changed because keeping it perpetuates the idea that nothing is wrong with the word. Neighbors are concerned that the name change will be detrimental or expensive.
No name change	Lived here for over 20 years and do not believe a name change is needed.
No name change	Lived here for over 20 years. Historical origin of the word meant “woman” in Algonquian. Has never viewed the term as demeaning and does not view Native American women negatively. Multiple adults at residence would incur monetary expense, time, and “red tape” related to address changes. Will the Town reimburse time and expense?
No name change	Lived here for almost 20 years. Majority of people on Squaw Walden Lane do not want the change. See “squaw” as a historical term, just like the origin of other site names across the state and country. As an immigrant and naturalized citizen, the address change will be time consuming and costly—existing foreign accounts and documentation.
No name change	Has owned the house for over 20 years. Lives out of state and is concerned about effect on official records and costs.

The letter sent to owners and tenants also detailed the following effects a street renaming would have.

- Once approved, a street name change becomes effective 60 days following Town Council approval or at a later date designated by Town Council.
- The Town of Apex will replace street signs on the effective date.
- The Town of Apex will update internal records, such as Town utility accounts.
- The Town of Apex will notify emergency services (911), the United States Postal Service, Wake County Department of Revenue, Wake County Board of Elections, Wake County Public School System, Dominion Energy (PSNC), and AT&T prior to the effective date to ensure that these entities have sufficient time to update records.
- Property owners and renters will be responsible for notifying any utility provider, financial institution, or other entity that keeps the address on file.

Some owners and tenants expressed concern regarding mail forwarding and extra expenses. The Town responded that the United States Postal Service will forward mail to the new address for up to one year to allow time for all mail correspondences to be updated. A list of common mail correspondences, including ones updated by the Town, was included with the email responses. This list of contacts for address updates will also be included with the Town notification mailed to owners and tenants if the street renaming is approved. The list is provided as Attachment A.

Regarding concerns related to expenses, the Town is unaware of any fees associated with address changes other than those imposed by the North Carolina Division of Motor Vehicles (NCDMV). Residences can update the address associated with their valid driver license or ID card either online (www.ncdot.gov/dmv/help/moving) or by visiting a local DMV office. The process can be handled online by requesting a duplicate license or ID card. NCDMV charges \$14 for each duplicate, and an additional \$3 service charge is collected for each online transaction. Address updates for valid vehicle registrations are automatically completed when someone updates their driver license information online. The new address will appear on a resident’s registration card the next time NCDMV notifies them of their annual registration and vehicle inspection. However, depending on the timing of their annual registration renewal or if the property owner lives elsewhere, duplicate registration cards can also be ordered from NCDMV for \$21.50.

According to the *Town of Apex Address Policy*, following the public hearing, the Town Council will either approve the road name change or deny the road name change by resolution. A resolution for this purpose is provided as Attachment B.

Planning and Community Development Staff Recommendation:

Planning and Community Development staff recommends renaming “Squaw Walden Lane” to “Squall Walden Lane” based on the Department of the Interior Secretary’s Order 3404 and the community input received throughout the street-renaming process. Planning and Community Development staff also recommends the designation of Monday, August 15, 2022, as the effective date, which is 61 days following the public hearing.



CHECKLIST FOR ADDRESS CHANGES

*Boxes with check marks indicate entities being contacted by the Town of Apex on your behalf.
All other entities require address change requests directly from the account holder.
This is not intended to be a comprehensive list.*

Utility Companies

- ☒ Town of Apex Water Resources
- ☒ Town of Apex Electric Utilities
- ☒ AT&T
- ☒ Dominion Energy
- ☒ Duke Energy
- ☒ Charter Communications (Spectrum)
- ☐ Satellite service provider
- ☐ Mobile phone service provider
- ☐ Internet service provider (if not listed above)
- ☐ Voice over Internet Protocol (VoIP) service provider
- ☐ Other _____

Local Government Agencies

- ☒ Town of Apex Police Department
- ☒ Town of Apex Fire Department
- ☒ Wake County E911/Addressing Team
- ☒ Town of Apex Public Works
- ☒ Town of Apex Building Inspections
- ☒ Town of Apex Finance Department
- ☒ Town of Apex Utility Billing/Customer Service
- ☒ Wake County Department of Revenue
- ☒ Wake County Board of Elections
- ☒ Wake County Public School System
- ☐ Wake County Public Libraries

State and Federal Government Agencies

- ☒ United States Postal Service
- ☐ United States Social Security Administration
- ☐ North Carolina Department of Revenue (may be completed on tax return)
- ☐ North Carolina Department of Motor Vehicles
- ☐ North Carolina Turnpike Authority

Other Considerations

- ☐ Financial and banking accounts, including pension or retirement checks
- ☐ Magazines and subscriptions
- ☐ Insurance companies
- ☐ Medical offices
- ☐ Place of employment
- ☐ Mail-order accounts (e.g. Amazon)
- ☐ Friends and family
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____

RESOLUTION NO. 22-0614-xx

**RESOLUTION TO RENAME
SQUAW WALDEN LANE**

WHEREAS, Squaw Walden Lane is a public right-of-way maintained by the Town of Apex and is located entirely within Town of Apex corporate limits; and

WHEREAS, Squaw Walden Lane consists of two cul-de-sacs extending north and south of Walden Creek Drive approximately 860 total feet within the Walden Creek neighborhood; and

WHEREAS, Squaw Walden Lane, as well as other streets within the Walden Creek neighborhood, was evidently named after elements of Henry David Thoreau's book *Walden*; and

WHEREAS, the name was chosen by the developer of Walden Creek and approved by both the Town of Apex and Wake County as a permissible name in 1994; and

WHEREAS, the word "Squaw" is now considered a derogatory and offensive term referring to a Native American woman or wife; and

WHEREAS, the *Town of Apex Address Policy* states, "The Town shall have the authority to rename streets within its corporate limits as needed for reasons related to public safety or inappropriateness"; and

WHEREAS, the Town of Apex notified Squaw Walden Lane property owners and residents of the intent to change the street name, requested feedback and suggested names from aforesaid property owners and residents, and posted public notice of a public hearing before the Town Council to discuss the matter; and

WHEREAS, input from the public was reviewed by Town Council and matters regarding the street renaming were discussed; and

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Apex does hereby declare the full extent of Squaw Walden Lane to be renamed _____ effective the ____ day of _____, 2022 and that all administrative processes, including mailing notifications to affected property owners and residents as well as ordering street sign replacements, commence immediately upon adoption of this resolution.

Adopted and effective the ____ day of _____, 2022.

THE TOWN COUNCIL OF THE
TOWN OF APEX, NORTH CAROLINA

BY: _____

Jacques K. Gilbert
Mayor

ATTEST:

Allen Coleman, CMC, NCCCC
Town Clerk

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: UNFINISHED
BUSINESS

Meeting Date: June 14, 2022

Item Details

Presenter(s): Amanda Bunce, Current Planning Manager

Department(s): Planning and Community Development

Requested Motion

Continued from the April 26th Town Council Meeting.

Possible motion to approve Rezoning Application #22CZ03 Sweetwater PUD Amendment. The applicant, David Schmidt, ExperienceOne Homes, LLC, seeks to rezone approximately 44.76 acres from Planned Unit Development-Conditional Zoning (PUD-CZ #18CZ01) to Planned Unit Development-Conditional Zoning (PUD-CZ). The proposed rezoning is located at 0 & 3233 US 64 Hwy W, 0 Core Banks St, and 1051 & 1075 Newland Ave.

Approval Recommended?

The Planning and Community Development Department recommends approval only if the applicant withdraws the request to remove the text requiring the reservation of right-of-way for the future interchange.

The Planning Board held a public hearing on April 11, 2022 and unanimously recommended approval with the change as recommended by staff.

Item Details

The properties to be rezoned are identified as PINs 0722453275, 0722456374, 0722458740, 0722550034, 0722544876, & 0722544404.

Attachments

- Staff Report
- Vicinity Map
- Application



STAFF REPORT

Rezoning #22CZ03 Sweetwater PUD Amendment

June 14, 2022 Town Council Meeting



The public hearing for this rezoning was held on April 26, 2022 with the vote being continued to the June 14, 2022 Town Council meeting.

All property owners, tenants, and neighborhood associations within 300 feet of this rezoning have been notified per UDO Sec. 2.2.11 *Public Notification*.

BACKGROUND INFORMATION:

Location: 3233 US 64 Highway, 0 Core Banks St., 0 US 64 Highway, 1051 & 1075 Newland Ave.

Applicant: David Schmidt, ExperienceOne Homes, LLC

Owners: KEPE1 STC, LLC; KEPE1 Holdings, LLC; Sweetwater Lightbridge, LLC

PROJECT DESCRIPTION:

Acreage: ±44.76

PINs: 0722453275, 0722456374, 0722458740, 0722550034, 0722544876, 0722544404

Current Zoning: Planned Unit Development-Conditional Zoning (PUD-CZ #18CZ01)

Proposed Zoning: Planned Unit Development-Conditional Zoning (PUD-CZ)

2045 Land Use Map: Mixed Use: High Density Residential/Office Employment/Commercial Services

Town Limits: Inside Town Limits

Adjacent Zoning & Land Uses:

	Zoning	Land Use
North:	Planned Unit Development-Conditional Zoning (PUD-CZ #18CZ31); Neighborhood Business (B1); Rural Residential (RR)	US 64 Hwy W; Westford PUD; Convenience Store; Large Lot Residential
South:	Planned Unit Development-Conditional Zoning (PUD-CZ #17CZ21)	Core Banks Street; Sweetwater Residential section: Single Family, Townhomes, & Amenity Center
East:	Tech/Flex (TF); Light Industrial (LI); Rural Residential (RR)	64 Business Park and Self-Storage; Vacant
West:	Planned Unit Development-Conditional Zoning (PUD-CZ #15CZ32); Planned Commercial (PC)	Landscape Business; Smith Farm PUD (future mixed-use section)

EXISTING CONDITIONS:

The properties to be rezoned were originally rezoned to Planned Unit Development-Conditional Zoning on April 21, 2015 with the most recent revisions being approved on October 16, 2018. The subject properties on the east side of Richardson Road contain a day care, the mixed use development that is under construction, and two parcels for future development. The parcels on the west side of Richardson Road are mostly wooded with the exception of a former pond site and a construction trailer.

NEIGHBORHOOD MEETING:

The applicant conducted a neighborhood meeting on January 25, 2022. The neighborhood meeting report is attached.

2045 LAND USE MAP:

The 2045 Land Use Map classifies the properties subject to this rezoning as Mixed Use: High Density Residential/Office Employment/Commercial Services. The proposed amendments to the PUD-CZ zoning are consistent with that classification.

STAFF REPORT

Rezoning #22CZ03 Sweetwater PUD Amendment

June 14, 2022 Town Council Meeting



PLANNED UNIT DEVELOPMENT PLAN:

The applicant is proposing the changes shown below with this PUD amendment. Deletions are shown with strikethrough and additions are shown in bold.

1. Changes to Section 6: Design Controls

The following language was changed for the Nonresidential/Mixed Use Areas

Office: A minimum of ~~80,000~~ **55,000** square feet of office will be provided in this section.

2. Change to Section 11: Public Facilities.

Roadway: Internal Streets will be designed to Town of Apex public roads standards. The proposed development roadway system will be in accordance with the Apex Thoroughfare and Collector Street Plan. A functional alignment for the future Richardson Road thoroughfare will be created with the input from NCDOT and Town of Apex from its intersection with US 64 to the edge of the project area. The ultimate cross-section for the future Richardson Road will be 4 lane median divided facility on a 100-foot public right-of-way. In the initial phases of the development, the developer will construct a 2-lane median divided road. The final design will be determined at Master Subdivision Plan. The intersection of the future Richardson Road and US Highway 64 will comply with the NCDOT US 64 corridor plan, with interim measures. ~~to accommodate the ultimate design for the interchange.~~

...

~~2. The developer shall propose a conceptual design for the future interchange at US 64 if offered as an alternative to the interchange recommended in the US 64 Corridor Study. Reservation of future public right-of-way for the interchange shall be determined based on Town of Apex and NCDOT review and approval of the interchange concept(s) if not based on the US 64 Corridor Study. This reservation shall be included in development plans and occur at the time of platting parcels for development adjacent to US 64. Surplus parking and related facilities (lighting, landscaping, and storm drainage, etc.) can be constructed within the reservation area; with the understanding that these improvements may be removed in the future. The developer shall make the necessary provisions to accommodate future loss of parking by appropriate site planning including addition of a 50' Type A Buffer behind the reservation area.~~

...

3. New Section 17: Environmental Advisory Board.

The following language has been added:

1. At least one (1) pet waste station shall be installed near the Hotel if the Hotel permits pets.

EAB RECOMMENDATIONS:

The Apex Environmental Advisory Board (EAB) held a pre-application meeting for this rezoning on January 20, 2022. 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
Construct a bus stop if the stop is desirable and recommended by Town staff and transit providers after coordination.	Not added
Include energy efficient lighting in building design.	Not added

STAFF REPORT

Rezoning #22CZ03 Sweetwater PUD Amendment

June 14, 2022 Town Council Meeting



EAB Suggested Condition	Applicant's Response
Lower maximum foot-candles outside of buildings. <ul style="list-style-type: none">• Install timers or light sensors or smart lighting technology.• Incorporate natural lighting techniques into building design.• Include International Dark Sky Association compliance standards.	Not added
Outdoor lighting shall be shielded in a way that focuses lighting to the ground.	Not added
Lighting that minimizes the emission of blue light to reduce glare shall be used.	Not added
Lighting with a color temperature of 3000K or less shall be used for outdoor installations.	Not added
Add 100-kW of solar PV on the rooftop of the hotel conference center and grocery stores over 35,000 sq. feet.	Not added
Install pet waste stations nearby the hotel if the hotel permits pets.	Added
Implement green infrastructure: <ul style="list-style-type: none">• Plant rain gardens.• Implement xeriscaping in design.	Not added
Install pervious pavements where practicable (e.g. when parking maximums are exceeded).	Not added

Note: Long Range Planning staff would not recommend a condition for the developer to provide a transit stop as part of the rezoning amendments for Sweetwater PUD as we have no transit route planned to serve this area on the Transit Plan map.

APEX TRANSPORTATION PLAN:

The proposed PUD amendment is not consistent with the Apex Transportation Plan which shows a future interchange at Richardson Road and Highway 64 consistent with NCDOT's US 64 Corridor Study. Staff requested that the Sweetwater PUD contain text reserving right-of-way for this future interchange when the initial Sweetwater PUD rezoning was submitted in 2014 and the PUD was subsequently approved with this reservation. In 2017, the PUD was amended to allow surplus parking and related facilities like lighting and storm drainage to be located within the reservation area in order to allow for use of the land until such time the right-of-way is purchased by NCDOT.

The main concern from staff is that removal of the reservation for the interchange would allow construction of buildings and critical site elements close to US 64 that eventually would have to be bought out and removed when the interchange is constructed. Development in the area needed as right-of-way will likely result in design constraints and/or higher impacts and costs of construction related to demolition of improvements including buildings and parking. In addition to the added cost to a state project would be the disruption to citizen's lives and businesses that the community has to deal with when the interchange project moves forward. Citizens and businesses ultimately blame the Town for allowing development in areas that should not have been developed.

PLANNING STAFF RECOMMENDATION:

Planning staff recommends approval of rezoning #22CZ03 Sweetwater PUD Amendment only if the applicant withdraws the request to remove the text requiring the reservation of right-of-way for the future interchange.

**PLANNING BOARD RECOMMENDATION:**

The Planning Board heard this rezoning at the April 11, 2022 meeting and unanimously recommended approval if the applicant withdraws the request to remove the text requiring the reservation of right-of-way for the future interchange.

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:

While the proposed rezoning does not affect consistency with the 2045 Land Use Map, the proposed rezoning to amend the current PUD-CZ zoning district is not reasonable in that the request to remove the reservation of right-of-way for the interchange is not consistent with the Apex Transportation Plan and US 64 Corridor Study.

The proposed rezoning is not in the public interest because the amendments to the existing PUD conditions to remove the reservation of right-of-way for the interchange will likely result in design constraints and/or higher costs and higher impacts of construction related to demolition of improvements including buildings and parking.

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 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.



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 #:	<u>22CZ03</u>	Submittal Date:	<u>2-1-22</u>
Fee Paid	<u>\$ 600.00</u>	Check #	<u>Visa</u>

PETITION TO AMEND THE OFFICIAL ZONING DISTRICT MAP

Project Name: Sweetwater PUD

Address(es): 3233 US 64 Highway, 0 Core Banks St., 0 US 64 Highway, 1051 Newland Ave., 1075 Newland Ave. Apex, NC 27523

PIN(s) 0722-45-3275, 0722-45-6374, 0722-45-8740, 0722-55-0034, 0722-54-4876, 0722-54-4404

Acreage: 44.76 AC

Current Zoning: PUD-CZ Proposed Zoning: PUD-CZ

Current 2045 LUM Designation: Community Mixed Use (CMU)

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

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

Area classified as mixed use:	Acreage:	<u>44.76 AC</u>
Area proposed as non-residential development:	Acreage:	<u>44.76 AC</u>
Percent of mixed use area proposed as non-residential:	Percent:	<u>100%</u>

Applicant Information

Name: ExperienceOne Homes, LLC

Address: PO Box 5509

City: Cary State: NC Zip: 27512

Phone: (919) 991-1428 E-mail: Dschmidt@E1Homes.com

Owner Information

Name: See attached list

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ E-mail: _____

Agent Information

Name: CE Group, Inc - Mitch Craig

Address: 301 Glenwood Avenue, Suite 220

City: Raleigh State: NC Zip: 27603

Phone: (919) 367-8790 E-mail: Mitch@CEGroupInc.com

Other contacts: _____

PLANNED UNIT DEVELOPMENT APPLICATION

Application #: **22CZ03**

Submittal Date: **2-1-22**

PLANNED UNIT DEVELOPMENT DISTRICT STANDARDS:

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

LEGISLATIVE CONSIDERATIONS - CONDITIONAL ZONING

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

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

The proposed residential and non-residential uses are consistent with the uses as defined by the Community Mixed Use category in the 2045 Land Use Map. CMU encourages the integration of residential and non-residential mixed-use uses.

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

The land areas surrounding the Sweetwater PUD are a mixture of retail, residential (single family, townhome, apartments) and commercial. This PUD combines most of the surrounding uses into one project.

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

The Sweetwater PUD complies with the regulations in section 4.4 of the Town of Apex UDO as applicable for townhomes, multi-family or apartment, day care, and commercial uses, to the extent these regulations do not conflict with the PUD regulations.

PETITION PROCESS INFORMATION

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

The architectural for the Sweetwater PUD will reflect the residential and non-residential scale and character of traditional Apex building Styles.

Service bays of non-residential uses will be located in the rear of structures. Variation in colors and materials will be considered to create visually engaging designs. Roof lines and materials will be varied to create visual interest and avoid repetition. Trash, parking and loading and odors will be screened from adjacent uses as required by the UDO and as set forth in the PUD regulations.

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

The Sweetwater PUD will use exterior of the property to the extent practicable for RCA. This PUD will comply with all built upon area, structural SCMs and riparian stream buffer requirements of UDO Section 6.1.7.

The commercial portion of the project will include multiple Electric Vehicle (EV) charging stations. This PUD will contain greater than 25% RCA.

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.

Public water and sewer facilities have been extended to the project and will be installed interior to the project by the Developer. The proposed PUD will meet all Public Facilities requirements in UDO Section 2.3.4(F)(1)(f).

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

The proposed PUD will improve the public health by providing all uses in a compact area, including residential, office, retail, commercial, medical and restaurants. A resident theoretically would not have to leave the development in order to eat, sleep, shop, work and go to the doctor.

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

The Sweetwater PUD has had a positive impact on the adjacent properties. The uses proposed in the PUD will/have enhanced the character of the adjacent properties and offer uses that compliment the adjacent properties.

PETITION PROCESS INFORMATION

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

The proposed PUD will not constitute a hazard due to traffic or noise as the traffic impacts will be mitigated by the road improvements shown in the PUD, TIA, etc. Other potential negative impacts are mitigated to the maximum extent practical by the design guidelines in the PUD documents.

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 Sweetwater PUD will comply with all other relevant portions of the Ordinance (UDO).

PIN	Real Estate ID	Owner	Mail Address 1	Mail Address 2	Deed Book	Deed Page	Deed Acres	Site Address	City	Owner Email	Owner Email
0722-55-0034	148944	KEPE1 STC, LLC	7001 BRUSH HOLLOW RD STE 200	WESTBURY NY 11590-1743	18792	51-55	18.33	3233 US 64 HWY W	APEX	EK@Kaled.com	Dschmidt@E1Homes.com
0722-54-4876	120755	KEPE1 STC, LLC	7001 BRUSH HOLLOW RD STE 200	WESTBURY NY 11590-1743	18792	51-55	5.9	1051 NEWLAND AVE	APEX	EK@Kaled.com	Dschmidt@E1Homes.com
0722-54-4404	476653	SWEETWATER LIGHTBRIDGE LLC	PO BOX 5509	CARY NC 27512-5509	17764	1056	1.38	1075 NEWLAND AVE	APEX		Dschmidt@E1Homes.com
0722-45-3275	436595	KEPE1 HOLDINGS LLC	7001 BRUSH HOLLOW RD STE 200	WESTBURY NY 11590-1743	18792	2056-2060	13.43	0 CORE BANKS ST	APEX	EK@Kaled.com	Dschmidt@E1Homes.com
0722-45-8740	444531	KEPE1 HOLDINGS LLC	7001 BRUSH HOLLOW RD STE 200	WESTBURY NY 11590-1743	18792	2056-2060	0.59	0 US 64 HWY W	APEX	EK@Kaled.com	Dschmidt@E1Homes.com
0722-45-6374	436584	KEPE1 HOLDINGS LLC	7001 BRUSH HOLLOW RD STE 200	WESTBURY NY 11590-1743	18792	2056-2060	1.79	0 US 64 HWY W	APEX	EK@Kaled.com	Dschmidt@E1Homes.com

DEVELOPMENT NAME APPROVAL APPLICATION

Application #: **22CZ03**

Submittal Date: _____

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 APPLICATIONApplication #: **22CZ03**

Submittal Date: _____

Proposed Subdivision/Development InformationDescription of location: South of US 64 on the east and west sides of Richardson RoadNearest intersecting roads: US 64 Highway and Richardson RoadWake County PIN(s): 0722-45-3275, 0722-45-6374, 0722-45-8740, 0722-55-0034, 0722-54-4876, 0722-54-4404Township: White Oak**Contact Information (as appropriate)**Contact person: Mitch CraigPhone number: (919) 367-8790Fax number: N/AAddress: 301 Glenwood Avenue, Suite 220 Raleigh, NC 27603E-mail address: Mitch@CEGroupInc.comOwner: See Attached List

Phone number: _____ Fax number: _____

Address: _____

E-mail address: _____

Proposed Subdivision/Development Name1st Choice: Sweetwater2nd Choice (Optional): _____**Town of Apex Staff Approval:**_____
Town of Apex Planning Department Staff_____
Date

STREET NAME APPROVAL APPLICATION

Application #: **22CZ03**

Submittal Date: _____

Wake County Approval Date: _____

Guidelines:

- No names duplicating or sounding similar to existing road names
- Avoid difficult to pronounce names
- No individuals' names
- Avoid proper names of a business, e.g. Hannaford Drive
- Limit names to 14 characters in length
- No directionals, e.g. North, South, East, West
- No punctuation marks, e.g. periods, hyphens, apostrophes, etc.
- Avoid using double suffixes, e.g. Deer Path Lane
- All names must have an acceptable suffix, e.g. Street, Court, Lane, Path, etc.
- Use only suffixes which are Town of Apex approved
- Town of Apex has the right to deny any street name that is determined to be inappropriate

Information:

Description of location: South of US 64 on the east and west sides of Richardson Road

Nearest intersecting roads: US 64 Highway and Richardson Road

Wake County PIN(s): 0722-45-3275, 0722-45-6374, 0722-45-8740, 0722-55-0034, 0722-54-4876, 0722-54-4404

Township: White Oak

Contact information (as appropriate)

Contact person: Mitch Craig

Phone number: (919) 367-8790

Fax number: N/A

Address: 301 Glenwood Avenue, Suite 220 Raleigh, NC 27603

E-mail address: Mitch@CEGroupInc.com

Owner: See Attached List

Phone number: _____ Fax number: _____

Address: _____

E-mail address: _____

STREET NAME APPROVAL APPLICATION

Application #: **22CZ03**

Submittal Date: _____

of roads to be named: 8

Please submit twice as many road names as needed, with preferred names listed first. Proposed road names should be written exactly as one would want them to appear. Town of Apex Planning Department staff will send all approved street names to the Wake County GIS Department for county approval. Please allow several weeks for approval. Upon approval Wake County GIS – Street Addressing will inform you of the approved street names.

Example: Road Name Suffix

Hunter Street

- | | | | |
|----|--|----|-------|
| 1 | All Roads were previously approved as noted below: | 11 | _____ |
| 2 | Newland Avenue | 12 | _____ |
| 3 | Harrells Drive | 13 | _____ |
| 4 | Lawnview Lane | 14 | _____ |
| 5 | Rennert Place | 15 | _____ |
| 6 | Stokesdale Avenue | 16 | _____ |
| 7 | Richfield Drive | 17 | _____ |
| 8 | Moncure Place | 18 | _____ |
| 9 | _____ | 19 | _____ |
| 10 | _____ | 20 | _____ |

TOWN OF APEX STAFF APPROVAL

Town of Apex Staff Approval

Date

WAKE COUNTY STAFF APPROVAL:

GIS certifies that _____ names indicated by checkmark ☒ are approved.

Please disregard all other names.

Comments:

Wake County GIS Staff Approval

Date

TOWN OF APEX UTILITIES OFFER AND AGREEMENT

Application #: 22CZ03

Submittal Date: _____

Town of Apex
73 Hunter Street
P.O. Box 250 Apex, NC 27502
919-249-3400

WAKE COUNTY, NORTH CAROLINA CUSTOMER SELECTION AGREEMENT

Sweetwater Commercial PUD Amendment

(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.

KEPE1 Holdings, 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: KEPE1 Holdings, LLC

TOWN OF APEX

BY: 

Authorized Agent

BY: _____

Authorized Agent

DATE: 1/18/2022

DATE: _____

TOWN OF APEX UTILITIES OFFER AND AGREEMENT

Application #: 22C703

Submittal Date: _____

Town of Apex
73 Hunter Street
P.O. Box 250 Apex, NC 27502
919-249-3400

WAKE COUNTY, NORTH CAROLINA CUSTOMER SELECTION AGREEMENT

Sweetwater Commercial PUD Amendment

(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.

KEPE1 STC, 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.

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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: KEPE1 STC, LLC - Ed Kalikow

TOWN OF APEX

BY: 
Authorized Agent

BY: _____
Authorized Agent

DATE: 1/26/2022

DATE: _____

TOWN OF APEX UTILITIES OFFER AND AGREEMENT

Application #: 22CZ03

Submittal Date: _____

Town of Apex
73 Hunter Street
P.O. Box 250 Apex, NC 27502
919-249-3400

WAKE COUNTY, NORTH CAROLINA CUSTOMER SELECTION AGREEMENT

Sweetwater Commercial PUD Amendment

(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.

Sweetwater Lightbridge, 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: Sweetwater Lightbridge, LLC

TOWN OF APEX

BY: [Signature]

Authorized Agent

BY: _____

Authorized Agent

DATE: 1-25-2022

DATE: _____

AGENT AUTHORIZATION FORMApplication #: 22CZ03

Submittal Date: _____

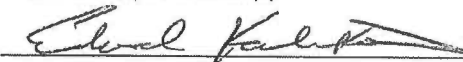
KEPE1 Holdings, LLC

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

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

The property address is: 0 Core Banks, 0 US 64 Highway WThe agent for this project is: Joseph M. Craig, CE Group, Inc.☐ I am the owner of the property and will be acting as my own agentAgent Name: Joseph M. CraigAddress: 301 Glenwood Avenue, Suite 220, Raleigh, NC 27603Telephone Number: (919) 367-8790E-Mail Address: Mitch@CEGroupInc.com

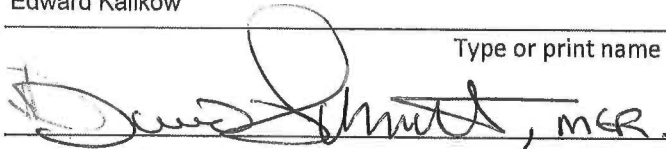
Signature(s) of Owner(s)*

Edward Kalikow

Type or print name

1/18/2022

Date

David Schmidt

Type or print name

1-19-2022

Date

Attach additional sheets if there are additional owners.

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

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

AGENT AUTHORIZATION FORMApplication #: **22CZ03**

Submittal Date: _____

KEPE1 STC, LLC

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

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

The property address is: 3233 US 64 Highway, 1051 Newland AvenueThe agent for this project is: Joseph M. Craig, CE Group, Inc.☐ I am the owner of the property and will be acting as my own agentAgent Name: Joseph M. CraigAddress: 301 Glenwood Avenue, Suite 220, Raleigh, NC 27603Telephone Number: (919) 367-8790E-Mail Address: Mitch@CEGroupInc.com

Signature(s) of Owner(s)*

Edward Kalikow

Type or print name

1/26/2022

Date

David Schmidt

Type or print name

1/26/2022

Date

Attach additional sheets if there are additional owners.

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

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AGENT AUTHORIZATION FORMApplication #: 22CZ03

Submittal Date: _____

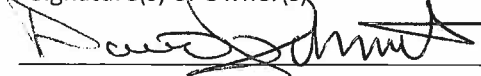
Sweetwater Lightbridge, LLC

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

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

The property address is: 1075 Newland AvenueThe agent for this project is: Joseph M. Craig, CE Group, Inc.☐ I am the owner of the property and will be acting as my own agentAgent Name: Joseph M. CraigAddress: 301 Glenwood Avenue, Suite 220, Raleigh, NC 27603Telephone Number: (919) 367-8790E-Mail Address: Mitch@CEGroupInc.com

Signature(s) of Owner(s)*

 , m6R.David Schmidt

Type or print name

1-19-2022

Date

Type or print name

Date

Attach additional sheets if there are additional owners.

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

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

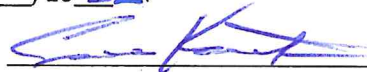
AFFIDAVIT OF OWNERSHIPApplication #: 22C703

Submittal Date: _____

The undersigned, Edward Kalikow (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 Core Banks Street, 0 US 64 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 11/10/2021, and recorded in the Wake County Register of Deeds Office on 11/12/2021, in Book 18792 Page 2056-2060.
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 11/10/2021, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on 11/10/2021, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.

This the 26 day of January, 20 22.



(seal)

Edward Kalikow

Type or print name

NEW YORK
STATE OF NORTH CAROLINA
COUNTY OF NASSAU

I, the undersigned, a Notary Public in and for the County of NASSAU, hereby certify that Edward Kalikow, 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.

JENNIFER J. GRIM
Notary Public State Of New York
No. 01GR6323464
Qualified In Nassau County 23
Commission Expires April 20, 2023

[NOTARY SEAL]



Notary Public

State of North Carolina NEW YORKMy Commission Expires: 4/20/2023

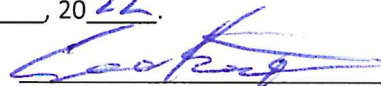
AFFIDAVIT OF OWNERSHIPApplication #: 22CZ03

Submittal Date: _____

The undersigned, Edward Kalikow (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 3233 US 64 HWY, 1051 Newland Ave. 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 11/10/2021, and recorded in the Wake County Register of Deeds Office on 11/10/2021, in Book 018792 Page 51-55.
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 11/10/2021, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on 11/10/2021, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.

This the 26th day of January, 2022.



(seal)

Edward Kalikow

Type or print name

New York

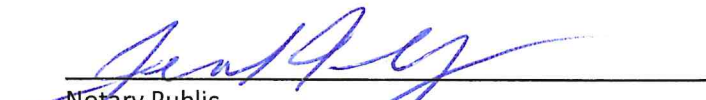
STATE OF NORTH CAROLINA

COUNTY OF Nassau

I, the undersigned, a Notary Public in and for the County of Nassau, hereby certify that Edward Kalikow, 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.

JENNIFER J. GRIM
Notary Public State Of New York
No. 01GR6323464
Qualified In Nassau County
Commission Expires April 20, 2023

[NOTARY SEAL]


Notary Public
State of North Carolina New York
My Commission Expires: 4/20/2023


AFFIDAVIT OF OWNERSHIPApplication #: 22CZ03

Submittal Date: _____

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

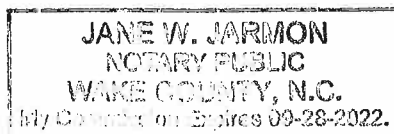
1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the sole owner, or is the authorized agent of all owners, of the property located at 1075 Newland Avenue and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").
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 2/26/20, and recorded in the Wake County Register of Deeds Office on 2/27/20, in Book 017764 Page 01056-01059.
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 2/27/20, 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 2/27/20, 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 25TH day of JANUARY, 2022

 MGR
(seal)
DAVID SCHMIDT, MANAGER
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 David Schmidt, Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's NC Driver's License, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.



[NOTARY SEAL]

Jane W. Jarmen
Notary Public
State of North Carolina
My Commission Expires: 09-28-2022

NORTH CAROLINA SPECIAL WARRANTY DEEDExcise Tax: \$N/AReal Estate Identification Nos.: 0120755 and 0148944Return to: GranteeThis instrument was prepared by: Weatherspoon & Voltz LLPBrief description for the Index: Lots 8 and 9A, Sweetwater Subdivision, Apex, NCTHIS DEED is made this 10th day of November, 2021, by and between:

GRANTOR	GRANTEE
KEP APEX, LLC, a North Carolina limited liability company c/o The Kalikow Group 7001 Brush Hollow Road, Suite 200 Westbury, NY 11590	KEPE1 GLOBAL, LLC, a North Carolina limited liability company c/o The Kalikow Group 7001 Brush Hollow Road, Suite 200 Westbury, NY 11590

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple those certain lots or parcels of land situated in White Oak Township, Wake County, North Carolina and being described as follows:

Set forth on **Exhibit A** attached hereto and incorporated herein by reference.

The property hereinabove described was acquired by Grantor by instruments recorded in Book 16739, Page 1798, and Book 16739, Page 1802, Wake County Registry.

A map showing the above described property is recorded in Book of Maps 2021, Pages 676 and 677, Wake County Registry.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor hereby warrants that Grantor has done nothing to impair such title as Grantor received, and Grantor will forever warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, other than the following:

1. Ad valorem taxes for 2021 and subsequent years.
2. Easements, restrictions and rights-of-way of record.

All or a portion of the property herein conveyed ☐ includes or ☒ does not include the primary residence of Grantor.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be duly executed as of the day and year first above written.

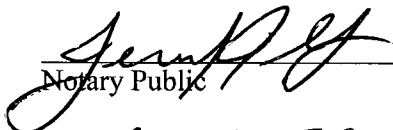
KEP APEX, LLC,
a North Carolina limited liability company

By: 
Edward M. Kalikow, Managing Member

STATE OF NEW YORK
COUNTY OF NASSAU

I certify that the following person(s) personally appeared before me this day, acknowledging to me that he or she signed the foregoing document for the purpose stated therein and in the capacity indicated: Edward M. Kalikow.

Date: October 29, 2021


Notary Public
Jennifer J. Grim
Printed Name

My commission expires: 4/20/2023

[Official seal]

JENNIFER J. GRIM
Notary Public State Of New York
No. 01GR6323464
Qualified In Nassau County
Commission Expires April 20, 2023

Exhibit A

BEING ALL of Lot 8 and Lot 9A, as shown and described on survey entitled "Master Subdivision Final Plat of Sweetwater Phase 9, Lots 8, 9 and 9A", prepared by CE Group, a plat of which is recorded in Book of Maps 2021, Pages 676 and 677, Wake County Registry, reference to such plat being hereby made for a more particular description of the metes, bounds, courses and distances of such parcels.

NORTH CAROLINA SPECIAL WARRANTY DEED

Excise Tax: \$N/AReal Estate Identification Nos.: 0120755 and 0148944Return to: GranteeThis instrument was prepared by: Weatherspoon & Voltz LLPBrief description for the Index: Lots 8 and 9A, Sweetwater Subdivision, Apex, NCTHIS DEED is made this 10th day of November, 2021, by and between:

GRANTOR	GRANTEE
KEPE1 GLOBAL, LLC, a North Carolina limited liability company	KEPE1 STC, LLC, a North Carolina limited liability company
c/o The Kalikow Group 7001 Brush Hollow Road, Suite 200 Westbury, NY 11590	c/o The Kalikow Group 7001 Brush Hollow Road, Suite 200 Westbury, NY 11590

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple those certain lots or parcels of land situated in White Oak Township, Wake County, North Carolina and being described as follows:

Set forth on **Exhibit A** attached hereto and incorporated herein by reference.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 18791, Page 2386, Wake County Registry.

A map showing the above described property is recorded in Book of Maps 2021, Pages 676 and 677, Wake County Registry.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

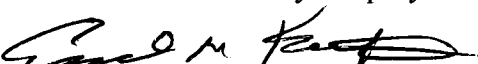
And the Grantor hereby warrants that Grantor has done nothing to impair such title as Grantor received, and Grantor will forever warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, other than the following:

1. Ad valorem taxes for 2021 and subsequent years.
2. Easements, restrictions and rights-of-way of record.

All or a portion of the property herein conveyed ☐ includes or ☒ does not include the primary residence of Grantor.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be duly executed as of the day and year first above written.

KEPE1 GLOBAL, LLC,
a North Carolina limited liability company


By: 
Edward M. Kalikow, Manager

By: _____
David Schmidt, Manager

STATE OF NEW YORK
COUNTY OF Nassau

I certify that the following person(s) personally appeared before me this day, acknowledging to me that he or she signed the foregoing document for the purpose stated therein and in the capacity indicated: Edward M. Kalikow.

Date: October 29th, 2021


Notary Public

Jennifer J. Grim
Printed Name

My commission expires: 4/20/2023

[Official seal]

JENNIFER J. GRIM
Notary Public State Of New York
No. 01GR6323464
Qualified In Nassau County
Commission Expires April 20, 2023

A map showing the above described property is recorded in Book of Maps 2021, Pages 676 and 677, Wake County Registry.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor hereby warrants that Grantor has done nothing to impair such title as Grantor received, and Grantor will forever warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, other than the following:

1. Ad valorem taxes for 2021 and subsequent years.
2. Easements, restrictions and rights-of-way of record.

All or a portion of the property herein conveyed ☐ includes or ☒ does not include the primary residence of Grantor.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be duly executed as of the day and year first above written.

KEPE1 GLOBAL, LLC,
a North Carolina limited liability company

By: _____

Edward M. Kalikow, Manager

By: _____

David Schmidt, Manager

~~STATE OF NEW YORK
COUNTY OF _____~~

~~I certify that the following person(s) personally appeared before me this day, acknowledging to me that he or she signed the foregoing document for the purpose stated therein and in the capacity indicated: Edward M. Kalikow.~~

~~Date: October ____, 2021~~

~~Notary Public~~

~~Printed Name~~

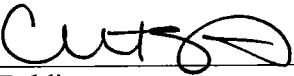
~~My commission expires: _____~~

~~[Official seal]~~

STATE OF NORTH CAROLINA
COUNTY OF Wake

I certify that the following person(s) personally appeared before me this day, acknowledging to me that he or she signed the foregoing document for the purpose stated therein and in the capacity indicated: David Schmidt.

Date: ^{November}~~October~~ 5th, 2021


Notary Public

Carrie H. Stephenson
Printed Name

My commission expires: 12/15/21

[Official seal]

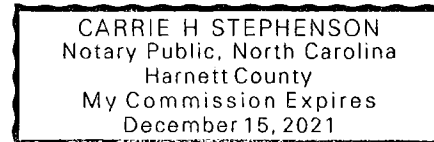


Exhibit A

BEING ALL of Lot 8 and Lot 9A, as shown and described on survey entitled "Master Subdivision Final Plat of Sweetwater Phase 9, Lots 8, 9 and 9A", prepared by CE Group, a plat of which is recorded in Book of Maps 2021, Pages 676 and 677, Wake County Registry, reference to such plat being hereby made for a more particular description of the metes, bounds, courses and distances of such parcels.

LAND DESCRIPTION FOR REZONING
PROPERTY OF EXPERIENCEONE HOMES, LLC KEPE1 STC, LLC

LYING AND BEING IN WHITE OAK TOWNSHIP, WAKE COUNTY, NORTH CAROLINA

COMMENCING AT A POINT, SAID POINT BEING THE NORTH EASTERN MOST PROPERTY CORNER OF KEPE1 STC, LLC AS RECORDED IN DEED BOOK 18792 PAGE 51 LYING ON THE SOUTHERN MARGIN OF US HIGHWAY 64) AND BEING A COMMON CORNER WITH 64 WEST BUSINESS CONDOS AS RECORDED IN DEED BOOK 8609 PAGE 1464; HAVING NORTH CAROLINA GRID COORDINATES OF NORTHING: 725,901.98' EASTING: 2,025,327.66' AS SHOWN IN BOOK OF MAPS 2016 PAGE 588; POINT IS HEREBY KNOWN AS **THE POINT OF BEGINNING**.

THENCE LEAVING MARGIN OF US 64 HIGHWAY IN A SOUTHERLY DIRECTION ALONG SAID COMMON LINE OF 64 WEST BUSINESS CONDOS PROPERTY S 01° 32' 52" W FOR A DISTANCE 687.66 FEET TO A POINT; SAID POINT BEING A COMMON CORNER WITH HWY 64 HOLDINGS; THENCE, S 88° 31' 32" E FOR A DISTANCE OF 190.35 FEET TO A POINT; THENCE, S 32° 00' 30" E FOR A DISTANCE OF 333.97 FEET TO A POINT; THENCE, S 00° 50' 49" E FOR A DISTANCE OF 414.52 FEET TO A POINT; SAID POINT LYING ALONG THE COMMON BOUNDARY OF THE ANS TRUST PROPERTY AT THE CENTERLINE OF CHANTICLAIR DRIVE; THENCE ALONG THE CENTER OF SAID DRIVE, S 27° 32' 58" W FOR A DISTANCE OF 176.79 FEET TO A POINT; THENCE, S 27° 37' 14" W FOR A DISTANCE OF 111.78 FEET TO A POINT; SAID POINT BEING THE CENTERLINE OF A ROUND-A-ABOUT IN CORE BANKS STREET; THENCE ALONG SAID STREET, N 76° 56' 05" W FOR A DISTANCE OF 160.47 FEET TO A POINT; THENCE WITH A CURVE TO THE LEFT, WITH A RADIUS OF 1000.00 FEET HAVING CHORD BEARING AND OF N 80° 40' 51" W FOR A DISTANCE OF 135.75' FEET TO A POINT; THENCE, N 84° 34' 21" W FOR A DISTANCE OF 209.33 FEET TO A POINT; THENCE WITH A CURVE TO THE RIGHT, WITH A RADIUS OF 1000.00 FEET HAVING CHORD BEARING AND OF N 73° 28' 23" W FOR A DISTANCE OF 385.03' FEET TO A POINT; THENCE, N 61° 45' 27" W FOR A DISTANCE OF 253.57 FEET TO A POINT; THENCE WITH A CURVE TO THE LEFT, WITH A RADIUS OF 700.00 FEET HAVING CHORD BEARING AND OF N 76° 06' 06" W FOR A DISTANCE OF 346.63' FEET TO A POINT; THENCE, S 89° 33' 47" W FOR A DISTANCE OF 7.59 FEET TO A POINT; SAID POINT BEING THE INTERSECTION OF CORE BANKS STREET AND THE COMMON BOUNDARY LINE OF STALEY C. SMITH AND AARON E. SMITH JR.; THENCE IN A NORTHERLY DIRECTION ALONG SAID COMMON LINE, N 00° 26' 13" W FOR A DISTANCE OF 1102.81 FEET TO A POINT; SAID POINT BEING A COMMON CORNER OF SKJD HOLDINGS, LLC AND LYING ON THE SOUTHERN MARGIN OF US 64 HIGHWAY; THENCE WITH SAID MARGIN, N 82° 54' 21" E FOR A DISTANCE OF 1231.79 FEET TO A POINT; SAID POINT BEING THE **POINT AND PLACE OF BEGINNING**, HAVING AN AREA OF 1,949,585 SQUARE FEET OR 44.76 ACRES MORE OR LESS.

BEING A PORTION OF PROPERTY ACQUIRED BY OWNERS IN DEED BOOK 16739 PAGE 1802 AND DEED BOOK 16823 PAGE 2446 OF THE WAKE COUNTY REGISTRY.

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	KEP Apex, LLC / Experience One Homes, LLC.
Company Phone Number	(516) 876-4800 / (919) 991-1428
Developer Representative Name	Ed Kalikow / David Schmidt
Developer Representative Phone Number	(516) 876-4800 / (919) 991-1428
Developer Representative Email	Ed@Kaled.com / DSchmidt@E1Homes.com

New Residential Subdivision Information	
Date of Application for Subdivision	02/01/2022
City, Town or Wake County Jurisdiction	Town of Apex
Name of Subdivision	Sweetwater
Address of Subdivision (if unknown enter nearest cross streets)	US Highway 64 & Richardson Road
REID(s)	436595, 436584, 444531, 148944, 120755, 476653
PIN(s)	0722-45-3275, 0722-45-6374, 0722-45-8740, 0722-55-0034, 0722-54-4876, 0722-54-4404

Projected Dates Information	
Subdivision Completion Date	August 2022
Subdivision Projected First Occupancy Date	March 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																	
Condos																	
Apartments	230		18	120	92			650	1,350	\$1,600	\$2,200	2023	115	2024	115		
Other																	

NOTICE OF NEIGHBORHOOD MEETING

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

01/07/2022

Date

Dear Neighbor:

You are invited to a neighborhood meeting to review and discuss the development proposal at
3233 US 64 Highway, 0 Core Banks St., 0 US 64 Highway, 0722-45-3275, 0722-45-6374, 0722-45-8740, 0722-55-0034,
1051 Newland Ave., 1075 Newland Ave. Apex, NC 27523 0722-54-4876, 0722-54-4404

Address(es)

PIN(s)

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

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

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

*Quasi-Judicial Public Hearing: The Board of Adjustment cannot discuss the project prior to the public hearing.

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

The Owners of the Sweetwater Commercial properties would like to rezone the property in order to remove two (2) of the conditions outlined in the previous rezonings (16CZ21, 17CZ21 & 18CZ21).

Estimated submittal date: 02/01/2022

MEETING INFORMATION:

Property Owner(s) name(s):

See Attached List

Applicant(s):

Mitch Craig - CE Group, Inc.

Contact information (email/phone):

Mitch@CEGroupInc.com/(919) 367-8790

Meeting Address:

Halle Cultural Arts Center (237 N. Salem St. Apex, NC 27502)

Date/Time of meeting**:

January 25, 2022 6:30 pm - 8:30 pm

Welcome: 6:30-6:45 pm Project Presentation: 6:45-7:15 pm Question & Answer: 7:15-8:30 pm

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

PROJECT CONTACT INFORMATION

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

Development Contacts:

Project Name: Sweetwater Commercial PUD Amendment Zoning: PUD-CZ

Location: 3233 US 64 Highway, 0 Core Banks St., 0 US 64 Highway, 1051 Newland Ave., 1075 Newland Ave. Apex, NC 27523

Property PIN(s): 0722-45-3276, 0722-45-6374, 0722-45-6740, 0722-55-0034, 0722-54-4876, 0722-54-4404 Acreage/Square Feet: ~ 41.42 AC

Property Owner: See Attached List

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Developer: ExperienceOne Homes, LLC. - David Schmidt

Address: PO Box 5509

City: Apex State: NC Zip: 27523

Phone: (919) 991-1428 Fax: N/A Email: DSchmidt@E1Homes.com

Engineer: CE Group, Inc - Mitch Craig, PE

Address: 301 Glenwood Avenue, Suite 220

City: Raleigh State: NC Zip: 27603

Phone: (919) 367-8790 Fax: N/A Email: Mitch@CEGroupInc.com

Builder (if known): N/A

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

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

Town of Apex Department Contacts

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

Providing Input to Town Council:

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

Private Agreements and Easement Negotiation:

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

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

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

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

Documentation:

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

COMMON CONSTRUCTION ISSUES & WHO TO CALL

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

Noise & Hours of Construction:	Non-Emergency Police	919-362-8661
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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
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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
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There can be issues with roadway damage, roadway improvements, and traffic control. Potholes, rutting, inadequate lanes/signing/stripping, poor traffic control, blocked sidewalks/paths are all common issues that should be reported to Water Resources – Infrastructure Inspections at 919-249-3427. The Town will get NCDOT involved if needed.

Parking Violations:	Non-Emergency Police	919-362-8661
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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
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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 Danny Smith	919-372-7470 Danny.Smith@ncdenr.gov
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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
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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
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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
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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
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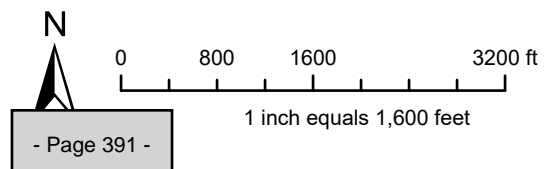
Post-construction concerns related to Stormwater Control Measures (typically a stormwater pond) such as conversion and long-term maintenance should be reported to Jessica Bolin at 919-249-3537.

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



Sweetwater PUD - Vicinity Map



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

Sweetwater PUD Amendment

Proposed Rezoning Changes

December 23, 2021

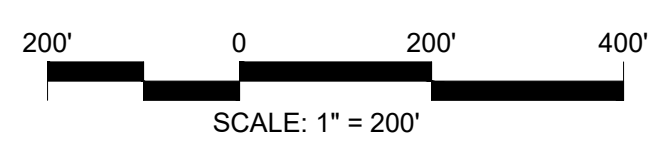
The PUD will retain all of the conditions from rezoning #16CZ21, #17CZ21 and #18CZ01 except:

1. Section 11: Public Facilities - Roadways #2: The developer shall propose a conceptual design for the future interchange at US 64 if offered as an alternative to the interchange recommended in the US 64 corridor study. Reservation of future public right-of-way for the interchange shall be determined based on Town of Apex and NCDOT review and approval of the interchange concept(s) if not based on the US 64 Corridor Study. This reservation shall be included in development plans and occur at the time of platting parcels for development adjacent to US 64.
2. Office: A minimum of 80,000 square feet of office will be provided in this section.
 - This requirement is requested to be reduced to 55,000 sf instead of 80,000 sf



RCA AREAS (18CZ01) REQUIRED:	
TOTAL TRACT(S) AREA:	164.79 AC
AREA OF DEVELOPMENT:	164.79 AC
- PERCENTAGES BELOW ARE OF DEVELOPED AREA RCA BUFFERS	
NON-RESIDENTIAL AREA (PHASES 9 & 10)	
RCA1	STREAM BUFFERS
RCA2	PERIMETER BUFFERS
RCA3	OTHER BUFFERS (TRACT PIN 0722730032)
RCA4	STREET BUFFERS (RICHARDSON RD)
TOTAL RCA AREA =	
RESIDENTIAL AREA (PHASES 1-8)	
RCA1	STREAM BUFFERS
RCA2	PERIMETER BUFFERS
RCA4	STREET BUFFERS (RICHARDSON RD)
TOTAL RCA AREA =	
DEDICATED VACANT TRACT (NOT PART OF DEVELOPED AREA)	
RCA3	OTHER BUFFERS (TRACT PIN 0722730032)
TOTAL RCA AREA:	
RCA AREA AS A PERCENTAGE OF DEVELOPED AREA:	

RESIDENTIAL	
MIXED USE	
RCA - (CURRENT)	
46.43 AC. (28.18%)	





CE GROUP

301 GLENWOOD AVE. 220
RALEIGH, NC 27603
PHONE: 919-367-8790
FAX: 919-322-0032

www.cegroupinc.com

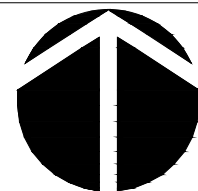
License # C-1739

SWEETWATER

PUD AMENDMENT

LAYOUT PLAN

12/23/2021



NORTH

PIN	Real Estate ID	Owner	Mail Address 1	Mail Address 2	Deed Book	Deed Page	Deed Acres	Site Address	City
0722-55-0034	148944	KEP APEX LLC	7001 BRUSH HOLLOW RD STE 200	WESTBURY NY 11590-1743	16739	1802	18.33	3233 US 64 HWY W	APEX
0722-54-4876	120755	KEP APEX LLC	7001 BRUSH HOLLOW RD STE 200	WESTBURY NY 11590-1743	16739	1798	5.9	1051 NEWLAND AVE	APEX
0722-54-4404	476653	SWEETWATER LIGHTBRIDGE LLC	PO BOX 5509	CARY NC 27512-5509	17764	1056	1.38	1075 NEWLAND AVE	APEX
0722-45-3275	436595	KEPE1 HOLDINGS LLC	7001 BRUSH HOLLOW RD STE 200	WESTBURY NY 11590-1743	18792	2056	13.43	0 CORE BANKS ST	APEX
0722-45-8740	444531	KEPE1 HOLDINGS LLC	7001 BRUSH HOLLOW RD STE 200	WESTBURY NY 11590-1743	18792	2056	0.59	0 US 64 HWY W	APEX
0722-45-6374	436584	KEPE1 HOLDINGS LLC	7001 BRUSH HOLLOW RD STE 200	WESTBURY NY 11590-1743	18792	2056	1.79	0 US 64 HWY W	APEX

NEIGHBORHOOD MEETING SIGN-IN SHEET

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

Meeting Address: Halle Cultural Arts Center (237 N. Salem St. Apex, NC 27502)

Date of meeting: 01/25/2022 Time of meeting: 6:30-8:30 pm

Property Owner(s) name(s): See Attached List

Applicant(s): Mitch Craig - CE Group, Inc.

Please print your name below, state your address and/or affiliation with a neighborhood group, and provide your phone number and email address. Providing your name below does not represent support or opposition to the project; it is for documentation purposes only. For virtual meetings, applicants must include all known participants and request the information below.

	NAME/ORGANIZATION	ADDRESS	PHONE #	EMAIL	SEND PLANS & UPDATES
1.	Wendy Raposo	1122 Russet Lane Apex, NC	(508) 287-3006		X
2.	Gennell Kessler	1110 Russet Lane Apex, NC	(919) 389-5239		X
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					

Use additional sheets, if necessary.

SUMMARY OF DISCUSSION FROM THE NEIGHBORHOOD MEETING

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

Property Owner(s) name(s): See Attached List

Applicant(s): Mitch Craig - CE Group, Inc.

Contact information (email/phone): Mitch@CEGroupInc.com/(919) 367-8790

Meeting Address: Halle Cultural Arts Center (237 N. Salem St. Apex, NC 27502)

Date of meeting: 01/25/2022 Time of meeting: 6:30-8:30 pm

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

Question/Concern #1:

Is there going to be an overpass @ US-64 and Richardson Road

Applicant's Response:

The NCDOT has a plan for one in their long range plan but there are no designs in
the works for it. The PUD Amendment is being submitted in order to remove the area
of reservation that is intended for this future interchange.

Question/Concern #2:

Are the Michigan Lefts (Superstreet) on US 64 going to be signalized.

Applicant's Response:

A design for these signals has been approved by the Town and the NCDOT.
The NCDOT will control when these can be installed. The Town has requested the improvements
to US 64 and Richardson Road be completed before the first CO in Sweetwater.

Question/Concern #3:

Applicant's Response:

Question/Concern #4:

Applicant's Response:

AFFIDAVIT OF CONDUCTING A NEIGHBORHOOD MEETING, SIGN-IN SHEET AND ISSUES/RESPONSES SUBMITTAL

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

I, Joseph M. Craig, do hereby declare as follows:
Print Name

1. I have conducted a Neighborhood Meeting for the proposed Rezoning, Major Site Plan, Residential Master Subdivision Plan, or Special Use Permit in accordance with UDO Sec. 2.2.7 *Neighborhood Meeting*.
2. The meeting invitations were mailed to the Apex Department of Planning and Community Development, all property owners and tenants abutting and within 300 feet of the subject property and any neighborhood association that represents citizens in the notification area via first class mail a minimum of 14 days in advance of the Neighborhood Meeting.
3. The meeting was conducted at Halle Cultural Arts Center (Apex, NC) (location/address) on 01/25/2022 (date) from 6:30 (start time) to 8:30 (end time).
4. I have included the mailing list, meeting invitation, sign-in sheet, issue/response summary, and zoning map/reduced plans with the application.
5. I have prepared these materials in good faith and to the best of my ability.

2/1/22

Date

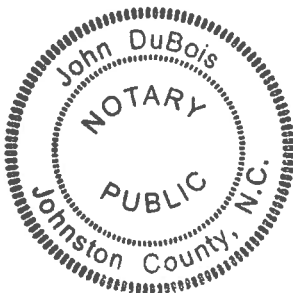
By:

Joseph M. Craig

STATE OF NORTH CAROLINA
COUNTY OF ~~WAKE~~ Johnston

Sworn and subscribed before me, John DuBois, a Notary Public for the above State and County, on this the 1st day of February, 20 22.

SEAL



John DuBois

Notary Public

John DuBois

Print Name

My Commission Expires: 7/21/2023

Sweetwater PUD Amendment

Proposed Rezoning Changes

March 22, 2022

(Limited to Mixed-Use Portion of Project – North of Core Banks Street Only)

The PUD will retain all of the conditions from rezoning #16CZ21, #17CZ21 and #18CZ01 except:

I. Revision to Section 6:

Section 6: Design Controls

NONRESIDENTIAL/MIXED-USE AREAS:

Residential: Maximum 230 units: 2nd story and above only (no other residential permitted in this section).

Office: A minimum of ~~80,000~~ 55,000 square feet of office will be provided in this section.

II. Revision to Section 11:

Section 11: Public Facilities

Water and Sanitary Sewer: All lots will be served by Town of Apex public sanitary sewer and water. Refer to PD Plan Sheet 3 for conceptual connections to infrastructure within adjacent development and roadways in accordance with the minimum criteria of the Town of Apex Standards and Specifications. The utility design shall meet the requirements of the Town of Apex Utilities Master Plan. Concurrently with the Town of Apex construction plan review, the Town of Cary will only review and approve the sewer connection directly connecting to Reedy Branch outfall. Developer shall construct all water and sewer infrastructure for any specific phase prior to approval of the first plat for that specific phase.

Roadway: Internal Streets will be designed to Town of Apex public roads standards. The proposed development roadway system will be in accordance with the Apex Thoroughfare and Collector Street Plan. A functional alignment for the future Richardson Road thoroughfare will be created with the input from NCDOT and Town of Apex from its intersection with US 64 to the edge of the project area. The ultimate cross-section for the future Richardson Road will be 4 lane median divided facility on a 100-foot public right-of-way. In the initial phases of the development, the developer will construct a 2-lane median divided road. The final design will be determined at Master Subdivision Plan. The intersection of the future Richardson Road and US Highway 64 will comply with the NCDOT US 64 corridor plan, with interim measures. ~~to accommodate the ultimate~~

~~design for the interchange.~~ The developer will be responsible for construction of the interim measures deemed appropriate for by the Traffic Impact Analysis and NCDOT design criteria. Traffic calming devices, such as roundabouts, neighborhood traffic mini-circles and neckdown traffic facilities, will be incorporated at various locations within the proposed street network system. Based on neighborhood input and concurrences with Staff, a proposed traffic circle with directional islands will be located on Timken Forest Drive and the proposed street to the portion of the residential subdivision located adjacent to Abbington Subdivision.

Refer to PD Plan Sht-2 for proposed access points and planned/future connectivity access points shown are conceptual and will be finalized at the subdivision plan stage based on review of the Traffic Impact Analysis findings and recommendations. These findings and recommendations are:

1. The developer shall construct Richardson Road, serving as the major north-south thoroughfare south of US 64, on a minimum 100-foot public right-of-way as a median divided two-lane shoulder section thoroughfare or similar to be determined at the time of the subdivision and site plan submittal, allowing for future expansion to four-lane divided when needed. Developer shall construct Richardson Road and the required collector streets (except for the final lift of asphalt) prior to the first building permit.
- ~~2. The developer shall propose a conceptual design for the future interchange at US 64 if offered as an alternative to the interchange recommended in the US 64 Corridor Study. Reservation of future public right-of-way for the interchange shall be determined based on Town of Apex and NCDOT review and approval of the interchange concept(s) if not based on the US 64 Corridor Study. This reservation shall be included in development plans and occur at the time of platting parcels for development adjacent to US 64. Surplus parking and related facilities (lighting, landscaping, and storm drainage, etc.) can be constructed within the reservation area; with the understanding that these improvements may be removed in the future. The developer shall make the necessary provisions to accommodate future loss of parking by appropriate site planning including addition of a 50' Type A Buffer behind the reservation area.~~
3. The developer shall construct a superstreet with left turn crossovers and downstream U-Turns on US 64 at the intersection of Richardson Road and Jenks Road based on the recommendations in the TIA and the US 64 Corridor Study subject to final approval. Final approval of storage lengths, lane geometry, and installation of traffic signals is subject to Town of Apex and NCDOT review and approval at the time of site and/or subdivision plans. The developer shall construct improvements according to the Town of Apex TIA review letter dated January 2, 2015, or as otherwise approved by Town of Apex and NCDOT during site and subdivision plan approval. Developer shall construct these US 64 improvements prior to the first building permit: the signal will be installed when warranted.
4. The developer shall monitor the superstreet intersections on US 64 during the development of Phase 1 (residential) and install traffic signals when warranted if not determined to be a responsibility of others prior to that time. Traffic signals at one or more locations on the superstreet may be warranted prior to build-out of Phase 1. This requirement does not prevent other developers from studying and installing traffic signals

and/or additional turning lanes if determined to be necessary improvements by other as part of other development approvals. If not installed in prior years, the developer shall install traffic signals and additional lanes recommended in the TIA as needed to serve site traffic during Phase 2 subject to Town of Apex and NCDOT review and approval.

5. The developer shall remove the concrete diverter island on Beaver Creek Commons Drive at Kelly Road and restripe as a through-left lane prior to first plat.
6. The developer shall provide traffic calming features in the horizontal design and layout of the street(s) connecting the proposed development and Stratford at Abbington subject to Town of Apex review and approval at the time of subdivision plans.

Alleys: The alleys will be constructed in accordance with Town of Apex Standards and Specifications.

Sidewalks: Sidewalks shall be provided on both sides of all streets and cul-de-sacs within the subdivision.

The following is a new condition that is being added with this rezoning:

I. New Section 17: Environmental Advisory Board

1. At least one (1) pet waste station shall be installed near the Hotel if the Hotel permits pets.

SWEETWATER PUD AMENDMENT PLANS

APEX, NC

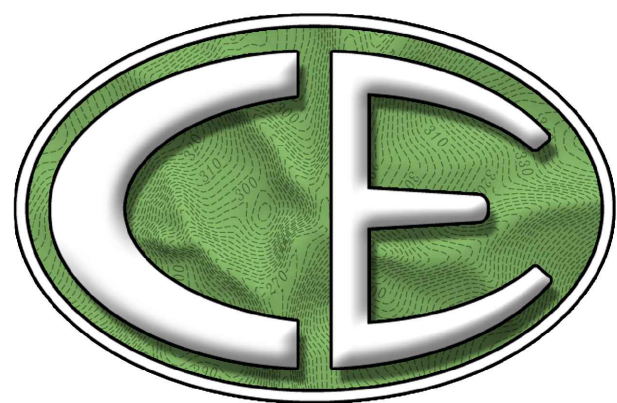
JANUARY 2, 2018

REVISED: SEPTEMBER 18, 2018

REVISED: FEBRUARY 1, 2022

REVISED: MARCH 11, 2022

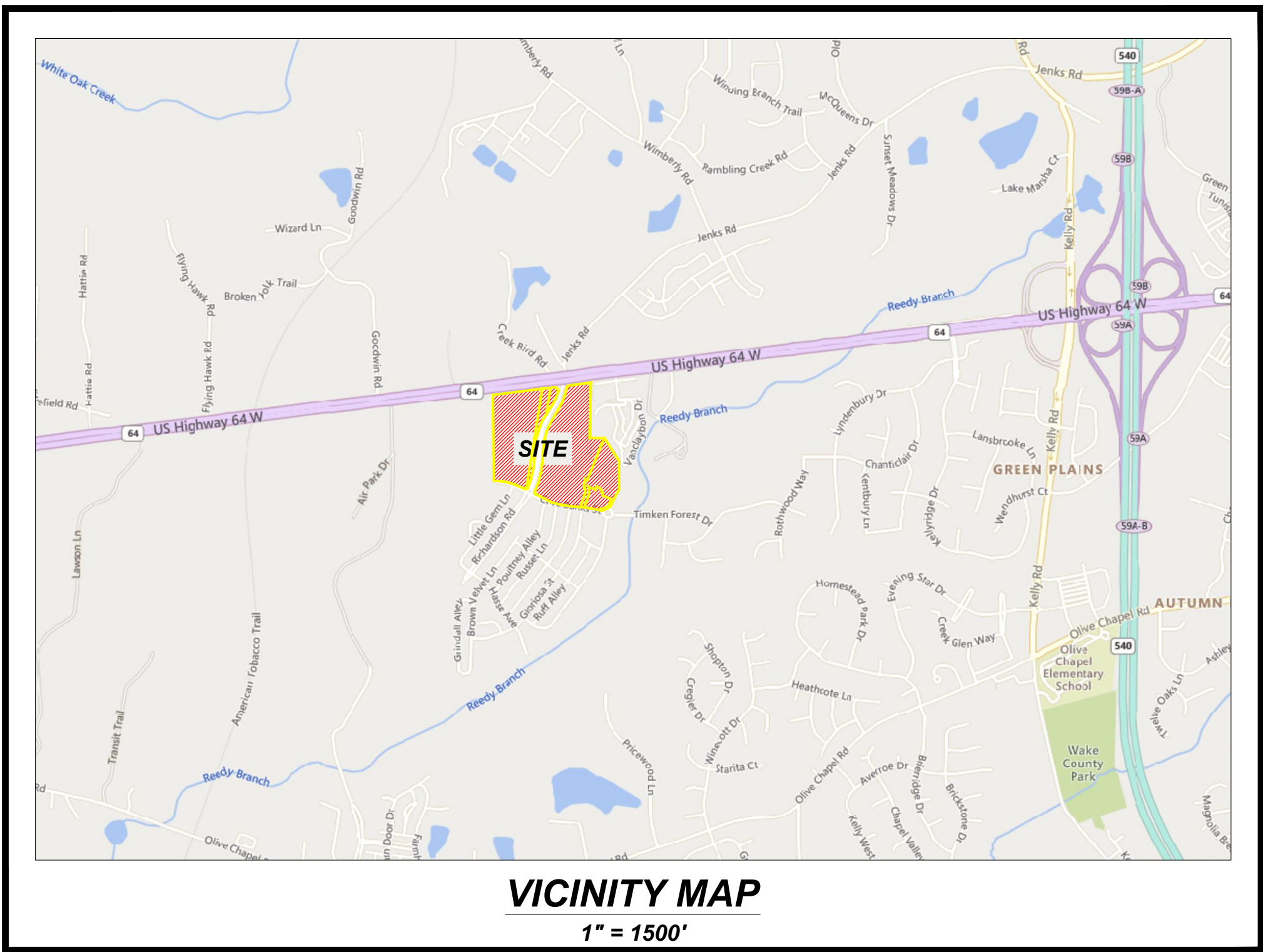
4	REVISED PER COMMENTS DATED 2/18/22	03/11/22
3	OWNER REVISIONS	02/01/22
2	REVISED PER COMMENTS DATED 2/19/18	09/07/18
1	REVISED PER COMMENTS DATED 1/22/18	02/09/18
NO.	REVISION	DATE



CE GROUP

301 GLENWOOD AVE. SUITE 220
RALEIGH, NC 27603
PHONE: 919-367-8790
www.cegroupinc.com
License # C-1739

OWNERS SWEETWATER LIGHTBRIDGE, LLC	PO BOX 5509 CARY, NC 27512
KEP APEX, LLC	7001 BRUSH HOLLOW ROAD STE 200 WESTBURY, NY 11590
KEPE1 HOLDINGS, LLC	7001 BRUSH HOLLOW ROAD STE 200 WESTBURY, NY 11590
DEVELOPERS DAVID SCHMIDT LANNY CALDWELL COREY SCHMIDT	ExperienceOne Homes, LLC POST OFFICE BOX 5509 CARY, NC 27512 PHONE: 919-991-1402
ENGINEER MITCH CRAIG, PE LICENCE# 034332	CE GROUP, INC. 301 GLENWOOD AVE STE 220 RALEIGH, NC 27603 PHONE: 919-367-8790



VICINITY MAP

1" = 1500'

- THIS PROJECT WAS REVIEWED BY THE PRCR ADVISORY COMMISSION ON DECEMBER 10, 2014 AND UNANIMOUSLY RECOMMENDS DEDICATION OF THE NECESSARY PUBLIC GREENWAY EASEMENTS AND CONSTRUCTION OF THE PUBLIC GREENWAY CONSISTENT WITH THE PRGOS MASTER PLAN. THE DEVELOPER WILL RECEIVE CREDIT FOR CONSTRUCTING THE GREENWAY AGAINST THE SUBDIVISION PARKS AND RECREATION FEES.
- REQUIRED ROADWAY IMPROVEMENTS:
 - THE DEVELOPER SHALL CONSTRUCT RICHARDSON ROAD, SERVING AS THE MAJOR NORTH-SOUTH THOROUGHFARE SOUTH OF US 64, ON A MINIMUM 100 FOOT PUBLIC RIGHT OF WAY AS A MEDIAN DIVIDED TWO-LAN SHOULDER SECTION THOROUGHFARE OR SIMILAR TO BE DETERMINED AT THE TIME OF SUBDIVISION AND SITE PLAN SUBMITTAL, ALLOWING FOR FUTURE EXPANSION TO FOUR-LANE DIVIDED WHEN NEEDED. DEVELOPER SHALL CONSTRUCT RICHARDSON ROAD AND THE REQUIRED COLLECTOR STREETS EXCEPT FOR THE FINAL LIFT OF ASPHALT PRIOR TO THE FIRST BUILDING PERMIT.
 - THE DEVELOPER SHALL PROPOSE A CONCEPTUAL DESIGN FOR THE FUTURE INTERCHANGE AT US 64 IF OFFERED AS AN ALTERNATIVE TO THE INTERCHANGE RECOMMENDED IN THE US 64 CORRIDOR STUDY. RESERVATION OF FUTURE PUBLIC RIGHT OF WAY FOR THE INTERCHANGE SHALL BE DETERMINED BASED ON TOWN OF APEX AND NCDOT REVIEW AND APPROVAL OF THE INTERCHANGE CONCEPT(S) IF NOT BASED ON US 64 CORRIDOR STUDY. THIS RESERVATION SHALL BE INCLUDED IN DEVELOPMENT PLANS AND OCCUR AT THE TIME OF PLATTING PARCELS FOR DEVELOPMENT ADJACENT TO US 64. SURPLUS PARKING AND RELATED FACILITIES (LIGHTING, LANDSCAPING, AND STORM DRAINAGE, ETC.) CAN BE CONSTRUCTED WITHIN THE RESERVATION AREA; WITH THE UNDERSTANDING THAT THESE IMPROVEMENTS MAY BE REMOVED IN FUTURE. THE DEVELOPER SHALL MAKE NECESSARY PROVISIONS TO ACCOMMODATE FUTURE LOSS OF PARKING BY APPROPRIATE SITE PLANNING INCLUDING ADDITION OF A 50' TYPE A BUFFER BEHIND THE RESERVATION AREA.
 - THE DEVELOPER SHALL CONSTRUCT A SUPERSTREET WITH LEFT TURN CROSSOVERS AND DOWNSTREAM U-TURNS ON US 64 AT THE INTERSECTION OF RICHARDSON ROAD AND JENKS ROAD BASED ON TOWN OF APEX AND NCDOT REVIEW AND APPROVAL OF THE INTERSECTION OF RICHARDSON ROAD AND JENKS ROAD BASED ON THE RECOMMENDATIONS IN THE TIA AND THE US 64 CORRIDOR STUDY SUBJECT TO FINAL APPROVAL. FINAL APPROVAL OF STORAGE LENGTHS, LANE GEOMETRY, AND INSTALLATION OF TRAFFIC SIGNALS IS SUBJECT TO TOWN OF APEX AND NCDOT REVIEW AND APPROVAL AT THE TIME OF SITE AND/OR SUBDIVISION PLANS. THE DEVELOPER SHALL CONSTRUCT IMPROVEMENTS ACCORDING TO THE TOWN OF APEX TIA REVIEW LETTER DATED JANUARY 2, 2015, OR AS OTHERWISE APPROVED BY TOWN OF APEX AND NCDOT DURING SITE AND SUBDIVISION PLAN APPROVAL. DEVELOPER SHALL CONSTRUCT THESE US 64 IMPROVEMENTS PRIOR TO THE FIRST BUILDING PERMIT. THE SIGNAL WILL BE INSTALLED WHEN WARRANTED.
 - THE DEVELOPER SHALL MONITOR THE SUPERSTREET INTERSECTIONS ON US 64 DURING DEVELOPMENT OF PHASE 1 RESIDENTIAL AND INSTALL TRAFFIC SIGNALS WHEN WARRANTED IF NOT DETERMINED TO BE A RESPONSIBILITY OF OTHERS PRIOR TO THAT TIME. TRAFFIC SIGNALS AT ONE OR MORE LOCATIONS ON THE SUPERSTREET MAY BE WARRANTED PRIOR TO BUILD-OUT OF PHASE1. THIS REQUIREMENT DOES NOT PREVENT OTHER DEVELOPERS FROM STUDYING AND INSTALLING TRAFFIC SIGNALS AND/OR ADDITIONAL TURNING LANES IF DETERMINED TO BE NECESSARY IMPROVEMENTS BY OTHERS AS PART OF OTHER DEVELOPMENT APPROVALS. IF NOT INSTALLED IN PRIOR YEARS, THE DEVELOPER SHALL INSTALL TRAFFIC SIGNALS AND ADDITIONAL LANES RECOMMENDED IN THE TIA AS NEEDED TO SERVE SITE TRAFFIC DURING PHASE 2 SUBJECT TO TOWN OF APEX AND NCDOT REVIEW AND APPROVAL.
 - THE DEVELOPER SHALL REMOVE THE CONCRETE DIVERTER ISLAND ON BEAVER CREEK COMMONS DRIVE AT KELLY ROAD AND RE-STRIPE AS A THROUGH-LEFT LAN PRIOR TO FIRST PLAT.
 - THE DEVELOPER SHALL PROVIDE TRAFFIC CALMING FEATURES IN THE HORIZONTAL DESIGN AND LAYOUT OF THE STREET(S) CONNECTING THE PROPOSED DEVELOPMENT AND STRATFORD AT ABBINGTON SUBJECT TO TOWN OF APEX REVIEW AND APPROVAL AT THE TIME OF SUBDIVISION PLANS.
- WATER AND SEWER IMPROVEMENTS: DEVELOPER SHALL CONSTRUCT ALL WATER AND SEWER INFRASTRUCTURE FOR ANY SPECIFIC PHASE PRIOR TO APPROVAL OF THE FINAL PLAT FOR THAT SPECIFIC PHASE.

EXISTING EXHIBIT INFORMATION
PROVIDED BY WITHERS RAVENEL

SITE SUMMARY

LAND USE SUMMARY	
RESIDENTIAL	
ACREAGE	106.38 + 13.20 AC. = 119.58 AC
PROPOSED UNITS	410
TOTAL DWELLING UNITS	640
PROPOSED DENSITY (SINGLE FAMILY, TOWNHOMES, APARTMENTS)	3.89 DU/AC
NON-RESIDENTIAL/MIXED USE AREAS	
ACREAGE	45.65 AC
APARTMENTS	230
MAX BUILDING HEIGHT	52 FT
WATERSHED PROTECTION DISTRICT:	PRIMARY
FLOODPLAIN:	
THERE IS FEMA FLOODPLAIN LOCATED ON THE SUBJECT PROPERTY PER FIRM MAP #3720072200J, PANEL 0722J EFFECTIVE MAY 2, 2006	

RCA AREAS (16CZ21, 17CZ21, 18CZ01) REQUIRED:	
TOTAL TRACT(S) AREA:	164.79 AC
AREA OF DEVELOPMENT:	164.79 AC
- PERCENTAGES BELOW ARE OF DEVELOPED AREA RCA BUFFERS	
NON-RESIDENTIAL AREA (PHASES 9 & 10)	45.65 AC (27.70%)
RCA1 STREAM BUFFERS	0.00 AC
RCA2 PERIMETER BUFFERS	1.90 AC
RCA3 OTHER BUFFERS (TRACT PIN 0722730032)	0.00 AC
RCA4 STREET BUFFERS (RICHARDSON RD)	1.70 AC
TOTAL RCA AREA =	3.60 AC (2.18%)
RESIDENTIAL AREA (PHASES 1-8)	106.38 AC (65.55%)
RCA1 STREAM BUFFERS	26.41 AC
RCA2 PERIMETER BUFFERS	1.34 AC
RCA4 STREET BUFFERS (RICHARDSON RD)	1.88 AC
TOTAL RCA AREA =	29.63 AC (17.98%)
DEDICATED VACANT TRACT (NOT PART OF DEVELOPED AREA)	
RCA3 OTHER BUFFERS (TRACT PIN 0722730032)	13.20 AC
TOTAL RCA AREA:	46.43 AC
RCA AREA AS A PERCENTAGE OF DEVELOPED AREA:	28.18%

AREA OF PUD MODIFICATION:

SWEETWATER LIGHTBRIDGE, LLC 0722544404	
KEP APEX, LLC 0722544876, 0722550034	41.42 AC.
KEPE1 HOLDINGS, LLC 0722453275, 0722456374, 0722458740	

OVERALL PUD INFORMATION:

MIXED USE DESIGNATED AREA=	45.65 AC
AREA IN R.O.W. =	4.23 AC
TOTAL MIXED USE DESIGNATED AREA=	41.42 AC
0722730032* =	13.20 AC.
*PARCEL LOCATED OUTSIDE OF MIXED USED DESIGNATED AREA	
TOTAL ACRES FOR ZONING=	164.79 AC.
CURRENT ZONING:	PUD-CZ
PROPOSED ZONING:	PUD-CZ
WATERSHED:	PRIMARY
HISTORIC STRUCTURES:	NONE

SWEETWATER
EXISTING
CONDITIONS

APEX, NORTH CAROLINA
JANUARY 2, 2018
(REVISED SEPTEMBER 18, 2018)
(REVISED FEBRUARY 1, 2022)
(REVISED MARCH 11, 2022)

INTERIOR PROPERTY
OWNERS WITH PIN #

SWEETWATER LIGHTBRIDGE, LLC
0722544404
KEP APEX, LLC
0722544876, 0722550034
KEPE1 HOLDINGS, LLC
0722453275, 0722456374, 0722458740

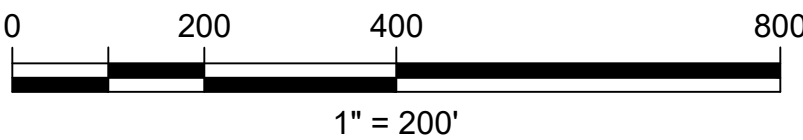
FEMA FLOODPLAIN - 10.78 AC
FEMA FLOODWAY - 11.80 AC



CE GROUP

301 GLENWOOD AVE. 220
RALEIGH, NC 27603
PHONE: 919-367-8790
FAX: 919-322-0032

www.cegroupinc.com
License # C-1739



EXISTING EXHIBIT INFORMATION
PROVIDED BY WITHERS RAVENEL

GENERAL NOTES:

1. BOUNDARY, TOPOGRAPHIC, AND UTILITY INFORMATION BASED ON ACTUAL FIELD SURVEY AND AVAILABLE WAKE COUNTY G.I.S. MAPPING
2. ADJACENT PROPERTY OWNERSHIP AND ZONING INFORMATION FROM WAKE COUNTY G.I.S.
3. THIS PROPERTY LIES WITHIN THE JORDAN LAKE WATERSHED
4. WETLANDS DELINEATION PENDING.
5. 100-YEAR FLOODPLAIN PER FEMA FLOOD INSURANCE RATE MAP 3720072200J, DATED MAY 2, 2006.
6. WETLAND BUFFER CALLS BY WITHERS & RAVENEL, APEX PROJECT ID 14-014.

SWEETWATER
PRELIMINARY
LAYOUT PLAN

APEX, NORTH CAROLINA

JANUARY 2, 2018

(REVISED SEPTEMBER 18, 2018)

(REVISED FEBRUARY 1, 2022)

(REVISED MARCH 11, 2022)

RCA AREAS (16C221, 17C221, 18C201) REQUIRED:	
TOTAL TRACT(S) AREA:	164.79 AC
AREA OF DEVELOPMENT:	164.79 AC
- PERCENTAGES BELOW ARE ARE OF DEVELOPED AREA RCA BUFFERS	
NON-RESIDENTIAL AREA (PHASES 9 & 10)	
RCA1 STREAM BUFFERS	45.65 AC (27.70%)
RCA2 PERIMETER BUFFERS	0.00 AC
RCA3 OTHER BUFFERS (TRACT PIN 0722730032)	1.90 AC
RCA4 STREET BUFFERS (RICHARDSON RD)	0.00 AC
TOTAL RCA AREA =	1.70 AC
RESIDENTIAL AREA (PHASES 1-8) 106.38 AC (64.55%)	
RCA1 STREAM BUFFERS	26.41 AC
RCA2 PERIMETER BUFFERS	1.34 AC
RCA4 STREET BUFFERS (RICHARDSON RD)	1.88 AC
TOTAL RCA AREA =	29.63 AC (17.98%)
DEDICATED VACANT TRACT (NOT PART OF DEVELOPED AREA)	
RCA3 OTHER BUFFERS (TRACT PIN 0722730032)	13.20 AC
TOTAL RCA AREA:	46.43 AC
RCA AREA AS A PERCENTAGE OF DEVELOPED AREA:	28.18%

PUD SITE SUMMARY

RESIDENTIAL -ACREAGE -UNITS	1119.24 AC 410 UNITS
NON-RESIDENTIAL -ACREAGE -APARTMENTS	145.47 AC 230 UNITS
PUD BOUNDARY	---
POTENTIAL ACCESS	→

SITE LAYOUT NOTES:

- ALL ELEMENTS SHOWN ARE CONCEPTUAL. EXACT LOCATION WILL BE DETERMINED AT PRELIMINARY SUBDIVISION PLAN REVIEW AND APPROVAL.
- AN ANNEXATION PETITION SHALL BE SUBMITTED PRIOR TO THE SIGNING OF CONSTRUCTION PLANS.
- INTERNAL PUBLIC STREETS SHALL BE DEDICATED TO THE TOWN OF APEX. ROAD STUB-OUTS SHALL BE PROVIDED PER TOWN OF APEX REQUIREMENTS.
- GREENWAYS ARE LOCATED WITHIN THE SUBJECT PROPERTY PER THE TOWN OF APEX OPEN SPACE GREENWAY MAP. SIDEWALKS SHALL BE REQUIRED AND CONSTRUCTED IN ACCORDANCE WITH UDO SECTION 7.5.4
- RESOURCE CONSERVATION AREAS (RCA) SHALL BE PLATTED AT FINAL SUBDIVISION APPROVAL.
- PROTECTION FENCING MUST BE PLACED AWAY FROM ANY SAVED TREE 1-FOOT FOR EACH INCH OF TREE CALIPER. PROTECTION FENCING MUST BE PLACED AT LEAST 10 FEET AWAY FROM ANY OTHER DESIGNATED RESOURCE CONSERVATION AREA, SUCH AS BUT NOT LIMITED TO HISTORIC BUILDINGS AND STRUCTURES, WETLANDS, AND PONDS. PROTECTION FENCING MUST BE PLACED ALONG THE OUTSIDE LINE OF THE 100-YEAR FLOODPLAIN, AND THE OUTSIDE EDGE OF ANY RIPARIAN BUFFER. ADDITIONAL PROTECTION FENCING MAY BE REQUIRED IN OTHER LOCATIONS CLOSE TO CONSTRUCTION ACTIVITY WHERE IT IS DEEMED NECESSARY BY THE ZONING ENFORCEMENT OFFICER; SUCH AREAS MAY INCLUDE BUT ARE NOT LIMITED TO COMMON PROPERTY LINES OR NEAR PUBLIC AREAS (SIDEWALKS, ETC.).
- SITE ELEMENTS REQUIRED TO SATISFY RECREATIONAL REQUIREMENTS SUCH AS BUT NOT LIMITED TO PLAYFIELDS AND GREENWAY TRAILS AND ITEMS TYPICALLY ASSOCIATED WITH THEM (BENCHES, TRASH CONTAINERS, SIGNS, ETC.) MUST MEET ANY APPLICABLE STANDARDS FOUND IN THE TOWN OF APEX STANDARD SPECIFICATIONS AND CONSTRUCTION DETAILS AND THE REQUIREMENTS OF THE TOWN OF APEX PARKS AND RECREATION DEPARTMENT.
- ALL REQUIRED SITES ELEMENTS SHOWN WITHIN A PARTICULAR PHASE MUST BE INSTALLED BEFORE A FINAL CERTIFICATE OF OCCUPANCY MAY BE ISSUED FOR ANY BUILDING WITHIN THE PHASE.
- NO SIGNS ARE APPROVED AS PART OF THE PUD PLAN APPROVAL. A SEPARATE SIGN PERMIT MUST BE OBTAINED. MULTIPLE USE LOTS, NON-RESIDENTIAL SUBDIVISIONS, AND MULTIPLE TENANT LOTS MUST SUBMIT A MASTER SIGN PLAN FOR APPROVAL.

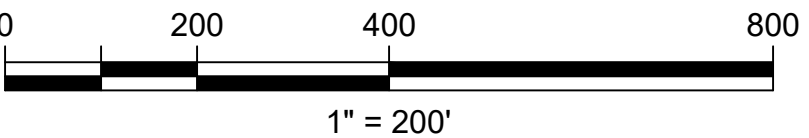
RESIDENTIAL

MIXED USE

RCA - (CURRENT)

FUTURE TOWN OF
APEX GREENWAY

SCM(s)



EXISTING EXHIBIT INFORMATION
PROVIDED BY WITHERS RAVENEL



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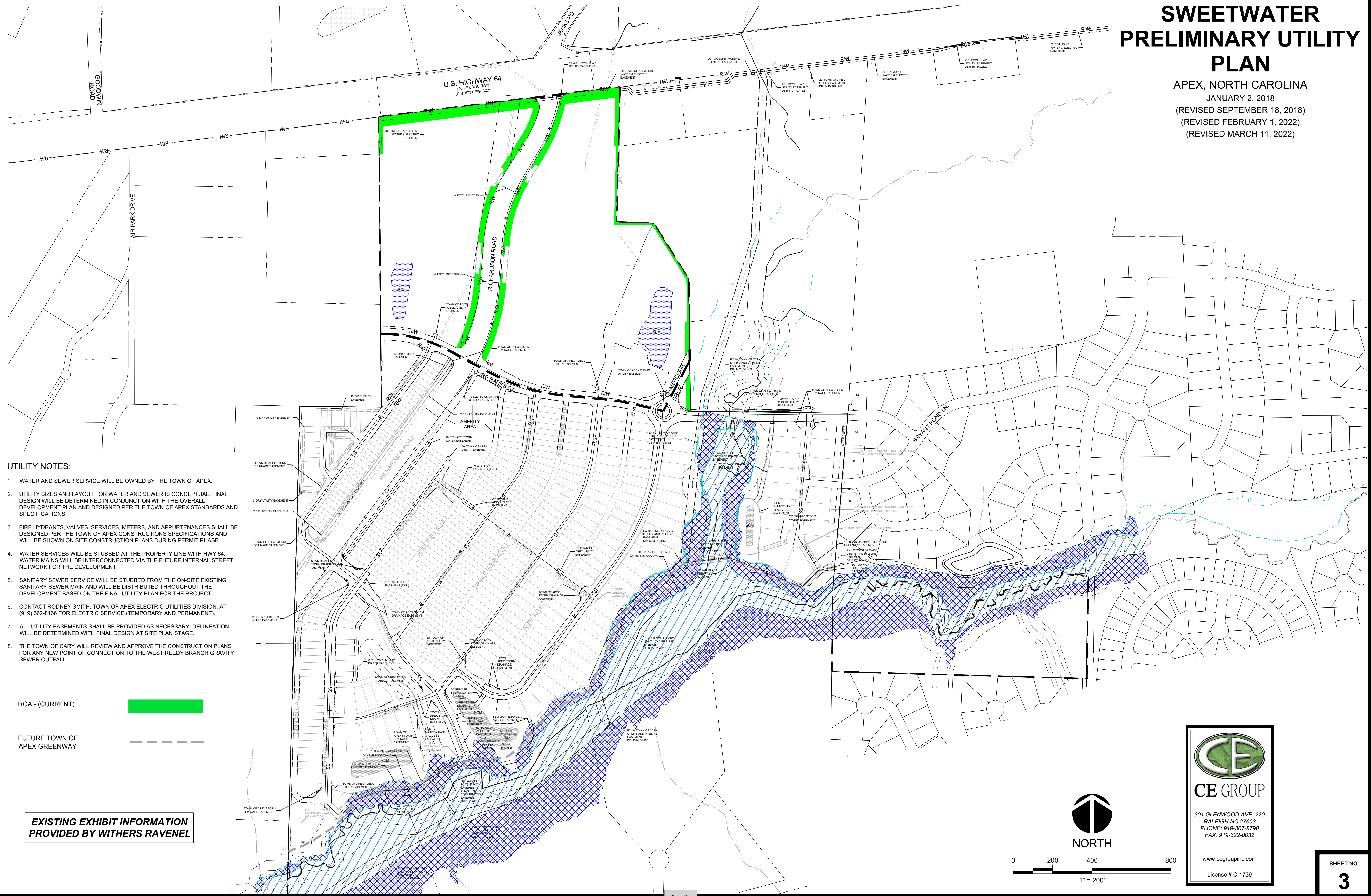
License # C-1739

SHEET NO.

2

SWEETWATER PRELIMINARY UTILITY PLAN

APEX, NORTH CAROLINA
JANUARY 2, 2018
(REVISED SEPTEMBER 18, 2018)
(REVISED FEBRUARY 1, 2022)
(REVISED MARCH 11, 2022)



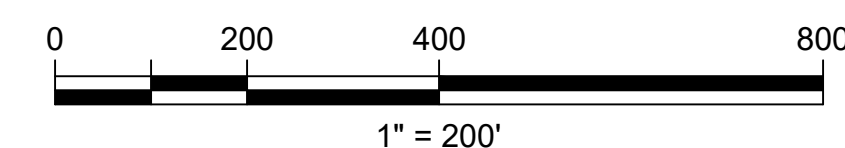
UTILITY NOTES:

1. WATER AND SEWER SERVICE WILL BE OWNED BY THE TOWN OF APEX.
2. UTILITY SIZES AND LAYOUT FOR WATER AND SEWER IS CONCEPTUAL. FINAL DESIGN WILL BE DETERMINED IN CONJUNCTION WITH THE OVERALL DEVELOPMENT PLAN AND DESIGNED PER THE TOWN OF APEX STANDARDS AND SPECIFICATIONS.
3. FIRE HYDRANTS, VALVES, SERVICES, METERS, AND APPURTENANCES SHALL BE DESIGNED PER THE TOWN OF APEX CONSTRUCTIONS SPECIFICATIONS AND WILL BE SHOWN ON SITE CONSTRUCTION PLANS DURING PERMIT PHASE.
4. WATER SERVICES WILL BE STUBBED AT THE PROPERTY LINE WITH HWY 64. WATER MAINS WILL BE INTERCONNECTED VIA THE FUTURE INTERNAL STREET NETWORK FOR THE DEVELOPMENT.
5. SANITARY SEWER SERVICE WILL BE STUBBED FROM THE ON-SITE EXISTING SANITARY SEWER MAIN AND WILL BE DISTRIBUTED THROUGHOUT THE DEVELOPMENT BASED ON THE FINAL UTILITY PLAN FOR THE PROJECT.
6. CONTACT RODNEY SMITH, TOWN OF APEX ELECTRIC UTILITIES DIVISION, AT (919) 362-8166 FOR ELECTRIC SERVICE (TEMPORARY AND PERMANENT).
7. ALL UTILITY EASEMENTS SHALL BE PROVIDED AS NECESSARY. DELINEATION WILL BE DETERMINED WITH FINAL DESIGN AT SITE PLAN STAGE.
8. THE TOWN OF CARY WILL REVIEW AND APPROVE THE CONSTRUCTION PLANS FOR ANY NEW POINT OF CONNECTION TO THE WEST REEDY BRANCH GRAVITY SEWER OUTFALL.

RCA - (CURRENT)

FUTURE TOWN OF
APEX GREENWAY

EXISTING EXHIBIT INFORMATION
PROVIDED BY WITHERS RAVENEL





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SHEET NO.
3

PLANNING BOARD REPORT TO TOWN COUNCIL

Rezoning Case: 22CZ03 Sweetwater PUD Amendment

Planning Board Meeting Date: April 11, 2022



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: 44.76

PIN(s): 0722453275, 0722456374, 0722458740, 0722550034, 0722544876, 0722544404

Current Zoning: Planned Unit Development-Conditional Zoning (PUD-CZ #18CZ01)

Proposed Zoning: Planned Unit Development-Conditional Zoning (PUD-CZ)

2045 Land Use Map: Mixed Use: High Density Residential/Office Employment/Commercial Services

Town Limits: Inside

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: _____

PLANNING BOARD REPORT TO TOWN COUNCIL

Rezoning Case: 22CZ03 Sweetwater PUD Amendment

Planning Board Meeting Date: April 11, 2022



Legislative Considerations:

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

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

☒ Consistent ☐ Inconsistent Reason: _____

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

☒ Consistent ☐ Inconsistent Reason: _____

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

☒ Consistent ☐ Inconsistent Reason: _____

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

☒ Consistent ☐ Inconsistent Reason: _____

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

☒ Consistent ☐ Inconsistent Reason: _____

PLANNING BOARD REPORT TO TOWN COUNCIL
Rezoning Case: 22CZ03 Sweetwater PUD Amendment

Planning Board Meeting Date: April 11, 2022



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

☒ Consistent

☐ Inconsistent

Reason: _____

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

☒ Consistent

☐ Inconsistent

Reason: _____

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

☒ Consistent

☐ Inconsistent

Reason: _____

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

☒ Consistent

☐ Inconsistent

Reason: _____

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

☒ Consistent

☐ Inconsistent

Reason: _____

PLANNING BOARD REPORT TO TOWN COUNCIL
Rezoning Case: 22CZ03 Sweetwater PUD Amendment

Planning Board Meeting Date: April 11, 2022



Planning Board Recommendation:

Motion: To recommend approval with conditions recommended by
staff in the staff report.

Introduced by Planning Board member: Ryan Akers

Seconded by Planning Board member: Mark Steele

- ☐ *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 recommended by staff in the staff report.

- ☐ *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 11th day of April 2022.

Attest:

Reginald Skinner, Planning Board Chair

Dianne Khin

Digitally signed by Dianne Khin
Date: 2022.04.11 20:04:07
-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 #22CZ03 Sweetwater PUD Amendment

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: David Schmidt, ExperienceOne Homes, LLC

Authorized Agent: Mitch Craig, CE Group, Inc.

Property Addresses: 3233 US 64 Highway, 0 Core Banks St., 0 US 64 Highway, 1051 & 1075 Newland Ave.

Acreage: ±44.76 acres

Property Identification Numbers (PINs): 0722453275, 0722456374, 0722458740, 0722550034, 0722544876, 0722544404

2045 Land Use Map Designation: Mixed Use: High Density Residential/Office Employment/Commercial Services

Existing Zoning of Properties: Planned Unit Development-Conditional Zoning (PUD-CZ #18CZ01)

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: April 11, 2022 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, Jeri Pederson (73 Hunter Street or USPS mail - P.O. Box 250, Apex, NC 27502), at least two business days prior to the Planning Board vote. You must provide your name and address for the record. The written statements will be delivered to the Planning Board prior to their vote. Please include the Public Hearing name in the subject line.

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/38185>.

Dianne F. Khin, AICP
Director of Planning and Community Development



TOWN OF APEX
PO BOX 250
APEX, NORTH CAROLINA 27502
TELÉFONO 919-249-3426

NOTIFICACIÓN PÚBLICA DE AUDIENCIAS PÚBLICAS

ORDENAMIENTO TERRITORIAL CONDICIONAL #22CZ03

Sweetwater PUD Amendment (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: David Schmidt, ExperienceOne Homes, LLC

Agente autorizado: Mitch Craig, CE Group, Inc.

Dirección de las propiedades: 3233 US 64 Hwy, 0 Core Banks St., 0 US 64 Highway, 1051 & 1075 Newland Ave.

Superficie: ±44.76 acres

Números de identificación de las propiedades: 0722453275, 0722456374, 0722458740, 0722550034, 0722544876, 0722544404

Designación actual en el Mapa de Uso Territorial para 2045: Mixed Use: High Density Residential/Office Employment/Commercial Services

Ordenamiento territorial existente de las propiedades: Planned Unit Development-Conditional Zoning (PUD-CZ #18CZ01)

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: 11 de abril de 2022 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 secretaria de la Junta de Planificación, Jeri Pederson (73 Hunter Street o por correo USPS a P.O. Box 250, Apex, NC 27502), al menos dos días hábiles antes de la votación de la Junta de Planificación. Debe proporcionar su nombre y dirección para que conste en el registro. Las declaraciones escritas se entregarán a la Junta de Planificación antes de la votación. No olvide incluir el nombre de la audiencia pública en el asunto.

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/38185>.

Dianne F. Khin, AICP

Directora de Planificación y Desarrollo Comunitario



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

**PUBLIC NOTIFICATION
OF PUBLIC HEARINGS
CONDITIONAL ZONING #22CZ03
Sweetwater PUD Amendment**

Pursuant to the provisions of North Carolina General Statutes §160C-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: David Schmidt, ExperienceOne Homes, LLC

Authorized Agent: Mitch Craig, CE Group, Inc.

Property Addresses: 3233 US 64 Highway, 0 Core Banks St., 0 US 64 Highway, 1051 & 1075 Newland Ave.

Acreage: ±44.76 acres

Property Identification Numbers (PINs): 0722453275, 0722456374, 0722458740, 0722550034, 0722544876, 0722544404

2045 Land Use Map Designation: Mixed Use: High Density Residential/Office Employment/Commercial Services

Existing Zoning of Properties: Planned Unit Development-Conditional Zoning (PUD-CZ #18C201)

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: April 11, 2022 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, Jeri Pederson (73 Hunter Street or USPS mail - P.O. Box 250, Apex, NC 27502), at least two business days prior to the Planning Board vote. You must provide your name and address for the record. The written statements will be delivered to the Planning Board prior to their vote. Please include the Public Hearing name in the subject line.

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 <http://maps.apexnc.org/imap>. The 2045 Land Use Map may be viewed online at www.apexnc.org/DocumentCenter/View/4726. 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/38185>.

Dianne F. Shin, AICP
Director of Planning and Community Development

Published Dates: March 25 – April 11, 2022

Published Dates: March 25 – April 11, 2022



TOWN OF APEX
PO BOX 250
APEX, NORTH CAROLINA 27502
TELÉFONO 919-249-3426

NOTIFICACIÓN PÚBLICA DE AUDIENCIAS PÚBLICAS
ORDENAMIENTO TERRITORIAL CONDICIONAL #22CZ03
Sweetwater PUD Amendment (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: David Schmidt, ExperienceOne Homes, LLC

Agente autorizado: Mitch Craig, CE Group, Inc.

Dirección de las propiedades: 3233 US 64 Hwy, 0 Core Banks St., 0 US 64 Highway, 1051 & 1075 Newland Ave.

Superficie: ±44.76 acres

Números de identificación de las propiedades: 0722453275, 0722456374, 0722458740, 0722550034, 0722544876, 0722544404

Designación actual en el Mapa de Uso Territorial para 2045: Mixed Use: High Density Residential/Office Employment/Commercial Services

Ordenamiento territorial existente de las propiedades: Planned Unit Development-Conditional Zoning (PUD-CZ #18CZ01)

Ordenamiento territorial propuesto para las propiedades: Planned Unit Development-Conditional Zoning (PUD-CZ)

Lugar de la audiencia pública: Ayuntamiento de Apex
Cámara del Consejo, 29 piso
73 Hunter Street, Apex, Carolina del Norte

Fecha y hora de la audiencia pública de la Junta de Planificación: 11 de abril de 2022 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, Jeri Pederson (73 Hunter Street o por correo USPS a P.O. Box 250, Apex, NC 27502), al menos dos días hábiles antes de la votación de la Junta de Planificación. Debe proporcionar su nombre y dirección para que conste en el registro. Las declaraciones escritas se entregarán a la Junta de Planificación antes de la votación. No olvide incluir el nombre de la audiencia pública en el asunto.

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: <http://maps.apexnc.org/iMAPS>. Puede ver el Mapa de Uso Territorial para 2045 aquí: www.apexnc.org/DocumentCenter/View/410. 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: <http://www.apexnc.org/DocumentCenter/View/411>.

Dianne F. Khin, AICP
Directora de Planificación y Desarrollo Comunitario

Fechas de publicación: 25 de marzo - 11 de abril de 2022



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 #22CZ03
Sweetwater PUD Amendment

Project Location: 0 & 3233 US 64 Hwy W, 0 Core Banks St, 1051 & 1075 Newland Ave

Applicant or Authorized Agent: Mitch Craig

Firm: CE Group, Inc.

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 March 25, 2022, 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.

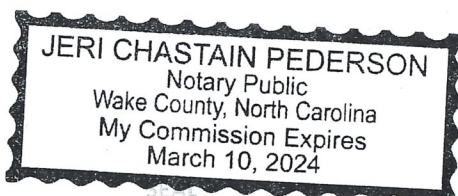
3/28/2022
Date

Sharon F. Khan
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 28 day of March, 2022.



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

PUBLIC NOTIFICATION OF PUBLIC HEARINGS CONDITIONAL ZONING #22CZ03 Sweetwater PUD Amendment

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: David Schmidt, ExperienceOne Homes, LLC

Authorized Agent: Mitch Craig, CE Group, Inc.

Property Addresses: 3233 US 64 Highway, 0 Core Banks St., 0 US 64 Highway, 1051 & 1075 Newland Ave.

Acreage: ±44.76 acres

Property Identification Numbers (PINs): 0722453275, 0722456374, 0722458740, 0722550034, 0722544876, 0722544404

2045 Land Use Map Designation: Mixed Use: High Density Residential/Office Employment/Commercial Services

Existing Zoning of Properties: Planned Unit Development-Conditional Zoning (PUD-CZ #18CZ01)

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: April 26, 2022 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 office of the Town Clerk (73 Hunter Street or USPS mail - P.O. Box 250, Apex, NC 27502), at least two business days prior to the Town Council vote. You must provide your name and address for the record. The written statements will be delivered to the Town Council 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/38185>.

Dianne F. Khin, AICP
Director of Planning and Community Development



TOWN OF APEX
PO BOX 250
APEX, NORTH CAROLINA 27502
TELÉFONO 919-249-3426

NOTIFICACIÓN PÚBLICA DE AUDIENCIAS PÚBLICAS

ORDENAMIENTO TERRITORIAL CONDICIONAL #22CZ03

Sweetwater PUD Amendment (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: David Schmidt, ExperienceOne Homes, LLC.

Agente autorizado: Mitch Craig, CE Group, Inc.

Dirección de las propiedades: 3233 US 64 Highway, 0 Core Banks St, 0 US 64 Highway, 1051 & 1075 Newland Ave

Superficie: ±44.76 acres

Números de identificación de las propiedades: 0722453275, 0722456374, 0722458740, 0722550034, 0722544876, 0722544404

Designación actual en el Mapa de Uso Territorial para 2045: Mixed Use: High Density Residential/Office Employment/Commercial Services

Ordenamiento territorial existente de las propiedades: Planned Unit Development-Conditional Zoning (PUD-CZ #18CZ01)

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.

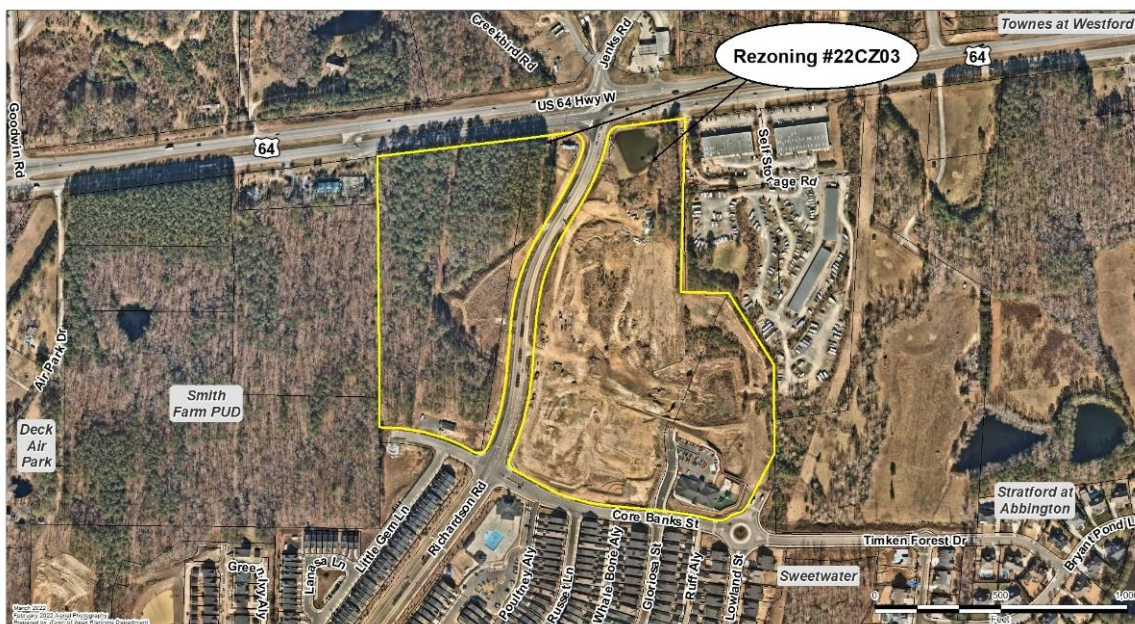
Fecha y hora de la audiencia pública del Consejo Municipal: 26 de abril de 2022 6:00 P.M.

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 oficina del Secretario Municipal (73 Hunter Street o por correo USPS a P.O. Box 250, Apex, NC 27502), al menos dos días hábiles antes de la votación del Consejo Municipal. Debe proporcionar su nombre y dirección para que conste en el registro. Las declaraciones escritas se entregarán al Consejo Municipal antes de la votación. No olvide incluir el nombre de la audiencia pública en el asunto.

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/38185>.

Dianne F. Khin, AICP
Directora de Planificación y Desarrollo Comunitario

[illegible]

TOWN OF APEX

PO BOX 250
APEX, NORTH CAROLINA 27502
TEL: 919-469-3436

NOTIFICACIÓN PÚBLICA DE AUDIENCIAS PÚBLICAS

ORDENAMIENTO TERRITORIAL CONDICIONAL #22CZ03
Sweetwater PLID Amendment (Desarrollo de Unidad Planificada)

De conformidad con las disposiciones de los Estatutos Generales de Carolina del Norte §1600-602 y con la Sección 2.2.11 de la Ordenanza de Desarrollo Unificado (UDO) del ayuntamiento de Apex, por la presente se notifican las audiencias públicas ante el Consejo Municipal del Ayuntamiento de Apex. El propósito de estas audiencias es considerar lo siguiente:

Sollicitanter: David Schmidt, ExperienceDoe Homes, LLC

Agente autorizado: Mitch Craig, CE Group, Inc.

Dirección de las propiedades: 3233 US 64 Highway, 0 Core Banks St, 0 US 64 Highway, 1051 & 1075 Newland Ave
Superficie: ±44.76 acres

Números de identificación de las propiedades: 0722453275, 0722456374, 0722458740, 0722550034, 0722544876, 0722544404

Designación actual en el Mapa de Uso Territorial para 2045: Mixed Use: High Density Residential/Office

Ordenamiento territorial existente de las propiedades: Planned Unit Development-Conditional Zoning (PUD-CZ #18C201)

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: 26 de abril de 2022, 6:00 P.M.

Puede asistir a la reunión de manera presencial o seguir la transmisión en directo por YouTube a través del siguiente enlace: <https://www.youtube.com/channel/UCw0fagmgov>. Por favor visite www.apoenc.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 oficina del Secretario Municipal (73 Hunter Street o por correo 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/channel/UCtwn0f0a0z9p0u>.

Mano de las Immediaciones



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: <http://maps.google.com/maps>. Puede ver el Mapa de Uso Territorial para 2045 aquí: <http://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: <http://www.apexnc.org/DocumentCenter/View/38185>.



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

**PUBLIC NOTIFICATION
OF PUBLIC HEARINGS**
CONDITIONAL ZONING #22CZ03
Sweetwater PUD Amendment

Pursuant to the provisions of North Carolina General Statutes §160D-602 and to the Town of Apex Unified Development Ordinance (UDC) 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: David Schmidt, ExperienceOne Homes, LLC

Authorized Agent: Mitch Craig, CE Group, Inc.

Property Addresses: 3233 US 64 Highway, 0 Core Banks St., 0 US 64 Highway, 1051 & 1075 Newland Ave.

Acreage: ±44.76 acres

Property Identification Numbers (PINs): 0722453275, 0722456374, 0722458740, 0722550034, 0722544876, 0722544404

2045 Land Use Map Designation: Mixed Use: High Density Residential/Office Employment/Commercial Services

Existing Zoning of Properties: Planned Unit Development-Conditional Zoning (PUD-CZ #18CZ01)

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: April 26, 2022 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 office of the Town Clerk (73 Hunter Street or USPS mail - P.O. Box 250, Apex, NC 27502), at least two business days prior to the Town Council vote. You must provide your name and address for the record. The written statements will be delivered to the Town Council 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 <http://maps.apexnc.org/emap>. 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/38185>.

Dianne F. Khin, AICP
Director of Planning and Community Development

Published Dates: April 1-April 26, 2022



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 #22CZ03
Sweetwater PUD Amendment

Project Location: 0 & 3233 US 64 Hwy W, 0 Core Banks St, 1051 & 1075 Newland Ave

Applicant or Authorized Agent: Mitch Craig

Firm: CE Group, Inc.

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 April 1, 2022, 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.

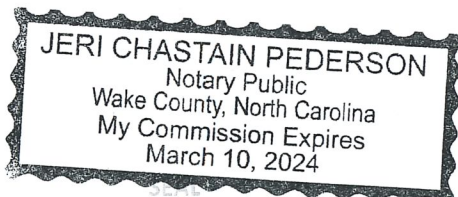
4/4/2022
Date

Sharon F. Khin
Director of Planning and Community Development

STATE OF NORTH CAROLINA
COUNTY OF WAKE

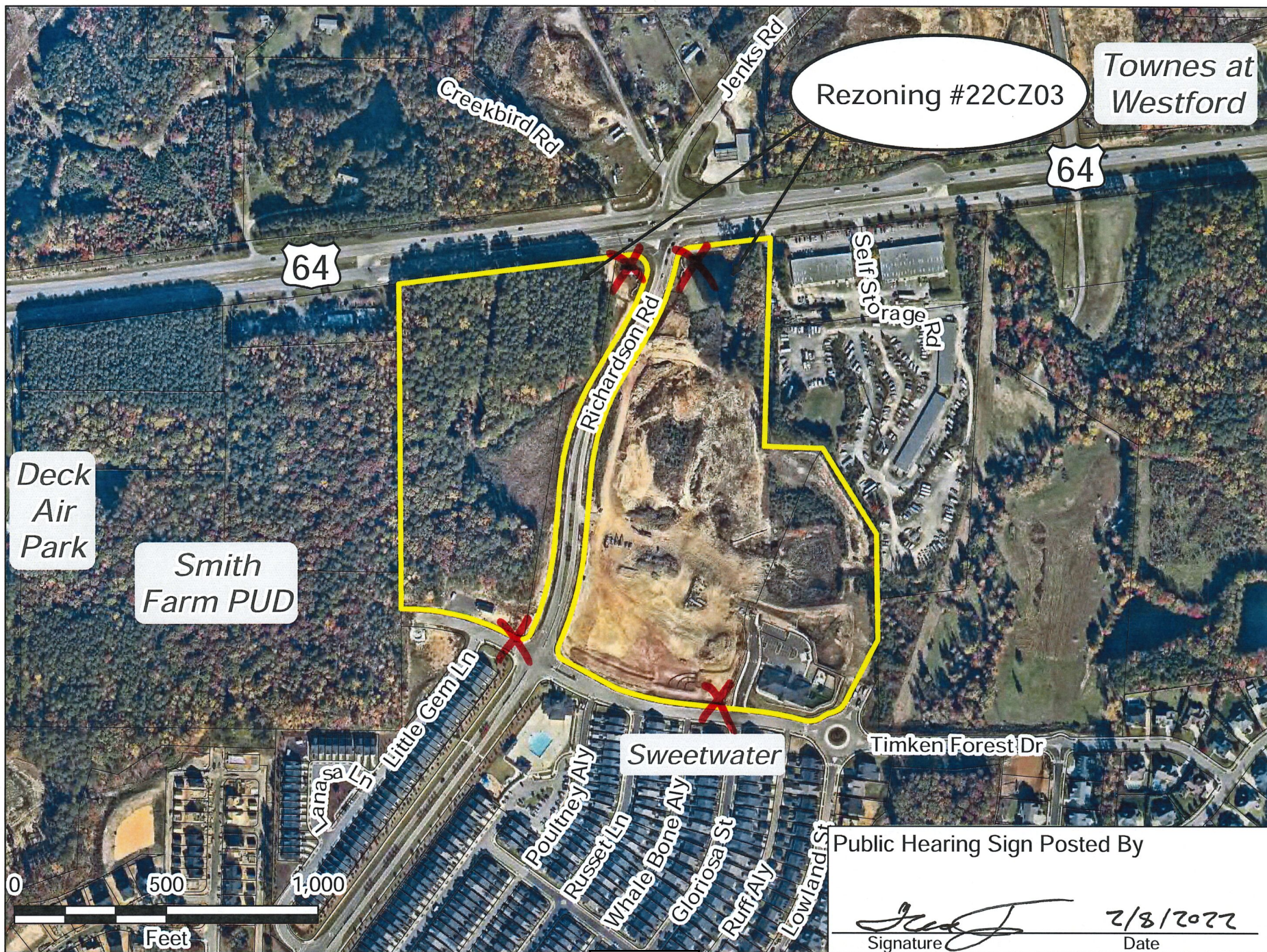
Sworn and subscribed before me, *Jeri Chastain Pederson*, a Notary Public for the above

State and County, this the 4 day of April, 202 2.



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

**Public Hearing was closed; vote was
continued to June 14, 2022**

PUBLIC NOTIFICATION OF PUBLIC HEARINGS

CONDITIONAL ZONING #22CZ03

Sweetwater PUD Amendment

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: David Schmidt, ExperienceOne Homes, LLC

Authorized Agent: Mitch Craig, Ce Group, Inc.

Property Addresses: 3233 US 64 Highway, 0 Core Banks St., 0 US 64 Highway, 1051 & 1075 Newland Ave.

Acreage: ±44.76 acres

Property Identification Numbers (PINs): 0722453275, 0722456374, 0722458740, 0722550034, 0722544876, 0722544404

2045 Land Use Map Designation: Mixed Use: High Density Residential/Office Employment/Commercial Services

Existing Zoning of Properties: Planned Unit Development-Conditional Zoning (PUD-CZ #18CZ01)

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: April 26, 2022 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 office of the Town Clerk (73 Hunter Street or USPS mail - P.O. Box 250, Apex, NC 27502), at least two business days prior to the Town Council vote. You must provide your name and address for the record. The written statements will be delivered to the Town Council 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/38185>.

Dianne F. Khin, AICP
Director of Planning and Community Development



TOWN OF APEX
PO BOX 250
APEX, NORTH CAROLINA 27502
TELÉFONO 919-249-3426

**La audiencia pública fue cerrada; la votación se
continuó hasta el 14 de junio de 2022**
NOTIFICACIÓN PÚBLICA DE AUDIENCIAS PÚBLICAS
ORDENAMIENTO TERRITORIAL CONDICIONAL #22CZ03
Sweetwater PUD Amendment (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: David Schmidt, ExperienceOne Homes, LLC.

Agente autorizado: Mitch Craig, CE Group, Inc.

Dirección de las propiedades: 3233 US 64 Highway, 0 Core Banks St, 0 US 64 Highway, 1051 & 1075 Newland Ave

Superficie: ±44.76 acres

Números de identificación de las propiedades: 0722453275, 0722456374, 0722458740, 0722550034, 0722544876, 0722544404

Designación actual en el Mapa de Uso Territorial para 2045: Mixed Use: High Density Residential/Office
Employment/Commercial Services

Ordenamiento territorial existente de las propiedades: Planned Unit Development-Conditional Zoning (PUD-CZ #18CZ01)

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.

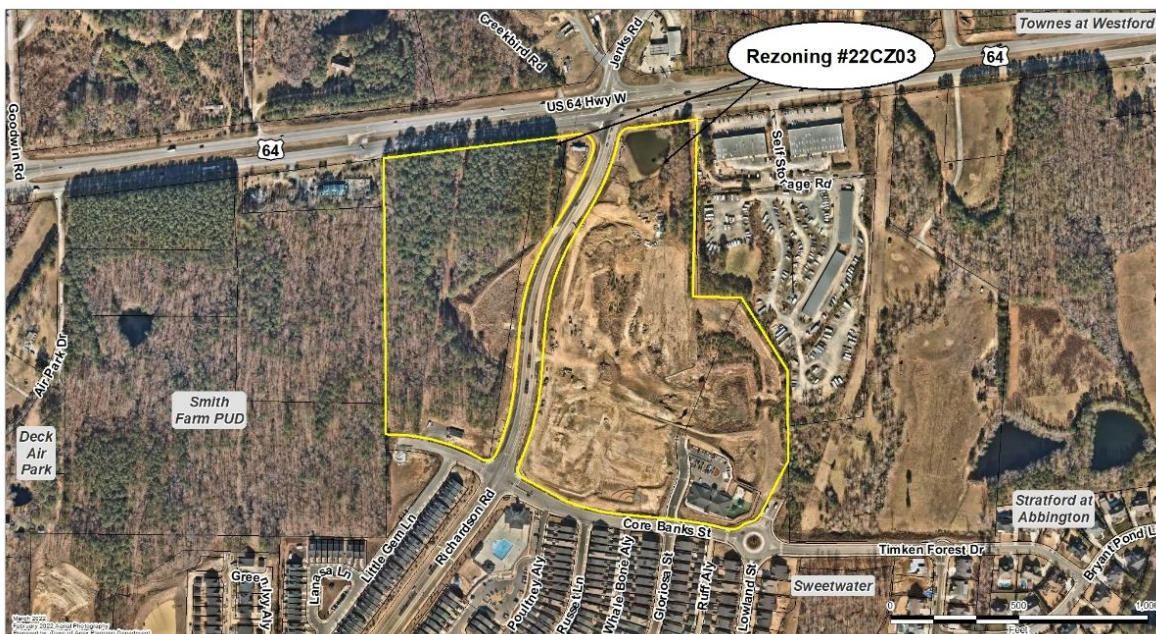
Fecha y hora de la audiencia pública del Consejo Municipal: 26 de abril de 2022 6:00 P.M.

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 oficina del Secretario Municipal (73 Hunter Street o por correo USPS a P.O. Box 250, Apex, NC 27502), al menos dos días hábiles antes de la votación del Consejo Municipal. Debe proporcionar su nombre y dirección para que conste en el registro. Las declaraciones escritas se entregarán al Consejo Municipal antes de la votación. No olvide incluir el nombre de la audiencia pública en el asunto.

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/38185>.

Dianne F. Khin, AICP

Directora de Planificación y Desarrollo Comunitario



TOWN OF APEX
PO BOX 250
APEX, NORTH CAROLINA 27502
TELÉFONO 919-249-3426

La audiencia pública fue cerrada; la votación se continuó hasta el 14 de junio de 2022
NOTIFICACIÓN PÚBLICA DE AUDIENCIAS PÚBLICAS

ORDENAMIENTO TERRITORIAL CONDICIONAL #22CZ03
Sweetwater PUD Amendment (Desarrollo de Unidad Planificada)

De conformidad con las disposiciones de los Estatutos Generales de Carolina del Norte §1600-602 y con la Sección 2.2.11 de la Ordenanza de Desarrollo Unificado (UDU) 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: David Schmidt, ExperienceOne Homes, LLC.

Agente autorizado: Mitch Craig, CE Group, Inc.

Dirección de las propiedades: 3233 US 64 Highway, 0 Core Banks St, 0 US 64 Highway, 1051 & 1075 Newland Ave

Superficie: ±44.76 acres

Números de identificación de las propiedades: 0722453275, 0722456374, 0722458740, 0722550034, 0722544876, 0722544404

Designación actual en el Mapa de Uso Territorial para 2045: Mixed Use: High Density Residential/Office

Employment/Commercial Services

Ordenamiento territorial existente de las propiedades: Planned Unit Development-Conditional Zoning (PUD-CZ #18CZ01)

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: 26 de abril de 2022 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 oficina del Secretario Municipal (73 Hunter Street o por correo USPS a P.O. Box 250, Apex, NC 27502), al menos dos días hábiles antes de la votación del Consejo Municipal. Debe proporcionar su nombre y dirección para que conste en el registro. Las declaraciones escritas se entregarán al Consejo Municipal antes de la votación. No olvide incluir el nombre de la audiencia pública en el asunto.

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/38185>.

Fechas de publicación: 1 de abril - 26 de abril 14 de junio de 2022



TOWN OF APEX

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

**Public Hearing was closed; vote was
continued to June 14, 2022**

PUBLIC NOTIFICATION OF PUBLIC HEARINGS CONDITIONAL ZONING #22CZ03 Sweetwater PUD Amendment

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: David Schmidt, ExperienceOne Homes, LLC

Authorized Agent: Mitch Craig, Ce Group, Inc.

Property Addresses: 3233 US 64 Highway, 0 Core Banks St., 0 US 64 Highway, 1051 & 1075 Newland Ave.

Acreage: ±44.76 acres

Property Identification Numbers (PINs): 0722453275, 0722456374, 0722458740, 0722550034, 0722544876, 0722544404

2045 Land Use Map Designation: Mixed Use: High Density Residential/Office Employment/Community Services

Existing Zoning of Properties: Planned Unit Development-Conditional Zoning (PUD-CZ #18CZ01)

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: April 26, 2022 - 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 office of the Town Clerk (73 Hunter Street or USPS mail - P.O. Box 250, Apex, NC 27502), at least two business days prior to the Town Council vote. You must provide your name and address for the record. The written statements will be delivered to the Town Council 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/478>