



# **AGENDA | REGULAR TOWN COUNCIL MEETING**

June 27, 2023 at 6:00 PM

Council Chambers - Apex Town Hall, 73 Hunter Street

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

## Town Council and Administration

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

## **COMMENCEMENT**

Call to Order | Invocation | Pledge of Allegiance

## **CONSENT AGENDA**

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. 752 - Castleberry Assemblage - 89.90 acres**

*Allen Coleman, Town Clerk*

### **CN2 Budget Ordinance Amendment No. 19 and Capital Project Ordinance Amendment No. 2023-15 - Reedy Branch Greenway**

*Angela Reincke, Parks Planning Project Manager, Parks, Recreation, and Cultural Res. Dept.*

### **CN3 Budget Ordinance Amendment No. 21 and Capital Project Ordinance Amendment No. 2023-16 - Capital Project Grant Allocations and Annual Shop-With-A-Cop Program Allocation**

*Amanda Grogan, Director, Budget and Performance Management Department*

### **CN4 Contract Multi-Year - Flock Safety Inc. - License Plate Reader Technology - July 1, 2023 through June 30, 2025**

*Deputy Chief Mitch McKinney, Apex Police Department (APD)*

### **CN5 Contract Multi-Year - HT Stormwater Management - Monthly Maintenance All Town-Owned Stormwater Control Measures (SCMs) - July 1, 2023 through June 30, 2026**

*Jessica Bolin, P.E., Environmental Stormwater Manager, Water Resources Department*

**CN6 Contract Multi-Year - IPKeys Power Partners Inc. - Meter Data Management System (MDMS) - July 1, 2023 through June 30, 2028**

*Marty Stone, Assistant Town Manager, Development and Operations Portfolio*

**CN7 Council Meeting Minutes - Multiple**

*Allen Coleman, Town Clerk*

**CN8 Debt Service Fund Ordinances - General, Electric, and Water & Sewer**

*Antwan Morrison, Director, Finance Department*

**CN9 Encroachment Agreement - 1251 Burma Drive**

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

**CN10 Encroachment Agreement - 2210 Winston Circle, Lot 3**

*Chris Johnson, P.E., MPA, Director, Transportation & Infrastructure Development Dept.*

**CN11 Humie Olive Place - Fee-In-Lieu (FIL)**

*Angela Reincke, Parks Planning Project Manager, Parks, Recreation, and Cultural Res. Dept.*

**CN12 Memorandum of Agreement (MOA) between Central Pines Regional Council (formerly Triangle J Council of Governments (TJCOG) - Solid Waste Consortium - Fiscal-Year 2023-24**

*John Mullis, Director, Public Works Department*

**CN13 Ordinance Amendment - Incorporating Local Acts into Charter**

*Laurie Hohe, Town Attorney, Legal Department*

**CN14 Position Authorization List Update - Fiscal Year 2024**

*Mary Beth Manville, Director, Human Resources Department*

**CN15 Resolution - Public Utility Easement Abandonment**

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

## **PRESENTATIONS**

**PR1 Proclamation - Parks and Recreation Month - July 2023**

*Jacques K. Gilbert, Mayor*

## **REGULAR MEETING AGENDA**

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



## **PUBLIC FORUM**

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

## **PUBLIC HEARINGS**

**PH1 Annexation No. 757 - Alderwood Pond - 0.67 acres**

*Dianne Khin, Director, Planning Department*

**PH2 Fiscal Year 2023-2024 - Annual Operating Budget and Fee Schedule Adoption**

*Amanda Grogan, Director, Budget and Performance Management Department*

**AND**

**PH3 Fiscal Year 2023-2024/2027-2028 - Capital Improvement Plan (CIP)**

*Amanda Grogan, Director, Budget and Performance Management Department*

**PH4 Rezoning Case No. 23CZ07 - 940 Tingen Rd**

*Liz Loftin, Senior Planner, Planning Department*

**PH5 Rezoning Case No. 23CZ09 - Hatcher Property Revision**

*Shelly Mayo, Planner II, Planning Department*

**PH6 Rezoning Case No. 23CZ11 - Smith Farm Phase 5 PUD Amendment**

*Shelly Mayo, Planner II, Planning Department*

## **OLD BUSINESS**

## **UNFINISHED BUSINESS**

## **NEW BUSINESS**

**NB1 Affordable Housing Zoning Incentive Policy Procedures Manual**

*Demetria John, Assistant Town Manager, Community and Safety Portfolio*

**NB2 Budget Ordinance Amendment No. 23 and Capital Project Ordinance Amendment No. 2023-17 - Cemetery Improvements - Columbarium**

*Shawn Purvis, Deputy Town Manager, Performance and Strategy Portfolio*

**NB3 Utility Customer Assistance Program (CAP) Update**

*Antwan Morrison, Director, Finance Department*

## **UPDATES BY TOWN MANAGER**

### **CLOSED SESSION**

Council will enter into closed session pursuant to:

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

**NCGS §143-318.11(a)(3):**

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

### **ADJOURNMENT**

# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 27, 2023

## Item Details

Presenter(s): Allen Coleman, Town Clerk

Department(s): Town Clerk's Office

### Requested Motion

Motion to adopt a Resolution Directing the Town Clerk to Investigate Petition Received, to accept the Certificate of Sufficiency by the Town Clerk, and to adopt a Resolution Setting the Date of a Public Hearing for August 8, 2023, on the Question of Annexation - Apex Town Council's intent to annex 90.24 acres Castleberry Assemblage, Annexation No. 752 into the Town Corporate limits.

### Approval Recommended?

Yes

### Item Details

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

### Attachments

- CN1-A1: Resolution Directing the Town Clerk to Investigate Petition
  - Certificate of Sufficiency by the Town Clerk
  - Resolution Setting Date of Public Hearing
- CN1-A2: Legal Description - Satellite Annexation No. 752
- CN1-A3: Aerial Map - Satellite Annexation No. 752
- CN1-A4: Plat Map - Satellite Annexation No. 752
- CN1-A5: Annexation Petition - Satellite Annexation No. 752





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

Satellite Annexation Petition No. 752  
Castleberry Assemblage – 90.24 acres

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

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

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

This the 27<sup>th</sup> day of June, 2023.

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Jacques K. Gilbert  
Mayor

ATTEST:

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Allen L. Coleman, CMC, NCCCC  
Town Clerk



CERTIFICATE OF SUFFICIENCY BY THE TOWN CLERK

Satellite Annexation Petition No. 752  
Castleberry Assemblage – 90.24 acres

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town of Apex, North Carolina this 27<sup>th</sup> day of June, 2023.

\_\_\_\_\_  
Allen L. Coleman, CMC, NCCCC  
Town Clerk

(Seal)



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

Satellite Annexation Petition No. 752  
Castleberry Assemblage – 90.24 acres

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

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

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

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

Section 1. A public hearing on the question of annexation of the area described herein will be held at the Apex Town Hall at 6 o'clock p.m. on the 8<sup>th</sup> day of August, 2023.

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

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

This the 27th day of June, 2023.

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Jacques K. Gilbert, Mayor

ATTEST:

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Allen L. Coleman, Town Clerk

Attachment: Legal Description

**Annexation Legal Description**  
**Castleberry Reserve**

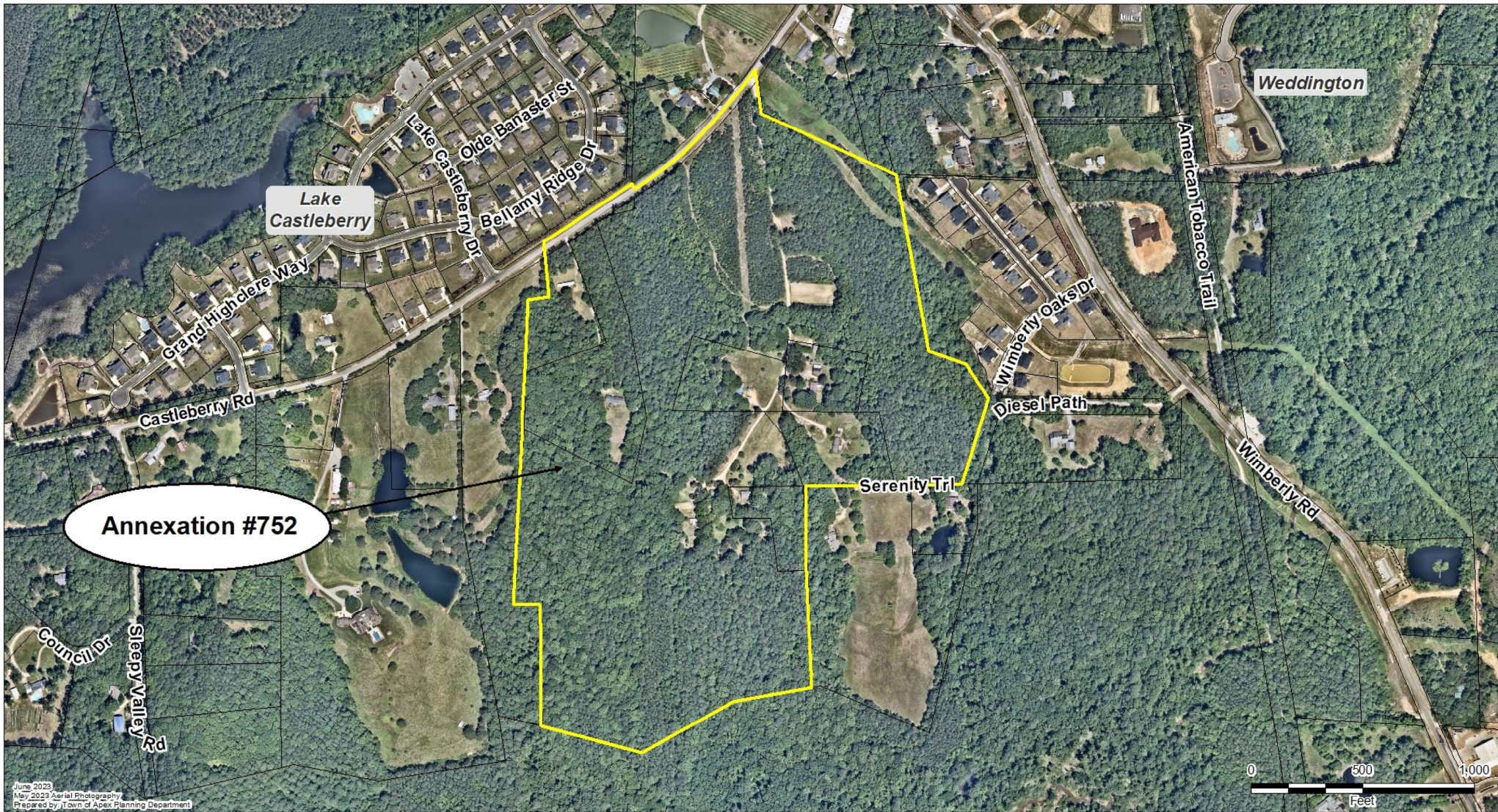
BEING THE OUTER BOUNDARY OF 8 PARCELS, NOW OR FORMERLY OF THOMAS R MARCOM AS DESCRIBED IN DB 3292, PG 222 (PIN 0723023450), THOMAS R MARCOM AND NANCY MARCOM AS DESCRIBED IN DB 16865, PG 2012 (PIN 0723024085), TEMPIE M MARCOM AS DESCRIBED IN DB 3676, PG 382 (PIN 0723111191) AND DB 5048, PG 325 (PIN 0723026951), THOMAS R MARCOM AND NANCY MARCOM AS DESCRIBED IN DB 16865, PG 2012 (PIN 0723024085), SONIA B MARCOM AS DESCRIBED IN DB 2392, PG 220 (PIN 0723120194), DEBORAH M K STRICKLAND AS DESCRIBED IN DB 2284, PG 124 (PIN 0723125145), BRIDGET COTRUFO & PAUL A COTRUFO AS DESCRIBED IN DB 9017, PG 1189 (PIN 0723115892), AND TEMPIE M MARCOM & DEBORAH M STRICKLAND AS DESCRIBED IN DB 18975, PG 1401 (PIN 0723113507) SAID PARCELS BEING LOCATED IN THE TOWN OF APEX, WHITE OAK TOWNSHIP, WAKE COUNTY, NORTH CAROLINA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON PIPE FOUND ON THE NORTHWESTERN CORNER OF THE PROPERTY NOW OR FORMERLY OF THOMAS R MARCOM AS DESCRIBED IN DB 3292, PG 222 (PIN 0723023450) AND THE SOUTHERN RIGHT OF WAY OF CASTLEBERRY ROAD (NCSR 1604), SAID IRON BEING THE TRUE POINT OF BEGINNING AND HAVING NORTH CAROLINA STATE PLAIN COORDINATES OF N= 732,695.45' AND E= 2,020,274.89'; THENCE, FROM THE POINT OF BEGINNING AND LEAVING SAID RIGHT OF WAY, N06°20'52"W A DISTANCE OF 36.42 FEET TO A MAG NAIL FOUND IN THE CENTERLINE OF CASTLEBERRY ROAD; THENCE, LEAVING SAID CENTERLINE, N07°01'11"W A DISTANCE OF 33.52 FEET TO A 1/2" IRON PIPE FOUND ON THE NORTHERN RIGHT OF WAY OF CASTLEBERRY ROAD ; THENCE, WITH SAID RIGHT OF WAY, N57°59'32"E A DISTANCE OF 120.57 FEET TO A COMPUTED POINT; THENCE, CONTINUING WITH SAID RIGHT OF WAY, N56°35'23"E A DISTANCE OF 92.62 FEET TO A COMPUTED POINT; THENCE, CONTINUING WITH SAID RIGHT OF WAY, N56°35'06"E A DISTANCE OF 235.75 FEET TO A COMPUTED POINT; THENCE, CONTINUING WITH SAID RIGHT OF WAY, N56°01'30"E A DISTANCE OF 25.69 FEET TO A COMPUTED POINT; THENCE, LEAVING SAID RIGHT OF WAY, S33°58'30"E A DISTANCE OF 30.00 FEET TO A COMPUTED POINT ON THE CENTERLINE OF CASTLEBERRY ROAD; THENCE, CONTINUING WITH SAID CENTERLINE, N56°01'30"E A DISTANCE OF 62.20 FEET TO A MAG NAIL SET; THENCE, CONTINUING WITH SAID CENTERLINE, N53°38'28"E A DISTANCE OF 93.37 FEET TO A MAG NAIL SET; THENCE, CONTINUING WITH SAID CENTERLINE, N50°18'13"E A DISTANCE OF 93.98 FEET TO A MAG NAIL SET; THENCE, CONTINUING WITH SAID CENTERLINE, N47°13'51"E A DISTANCE OF 88.14 FEET TO A MAG NAIL SET; THENCE, CONTINUING WITH SAID CENTERLINE, N42°57'56"E A DISTANCE OF 133.67 FEET TO A MAG NAIL SET; THENCE, CONTINUING WITH SAID CENTERLINE, N39°28'11"E A DISTANCE OF 158.12 FEET TO A MAG NAIL SET; THENCE, CONTINUING WITH SAID CENTERLINE, N38°24'24"E A DISTANCE OF 132.10 FEET TO A MAG NAIL SET; THENCE, LEAVING SAID CENTERLINE, S07°45'19"E A DISTANCE OF 199.36 FEET TO A BENT IRON PIPE FOUND; THENCE, S65°45'19"E A DISTANCE OF 662.66 FEET TO A 1/2" IRON PIPE FOUND; THENCE, S10°27'53"E A DISTANCE OF 804.30 FEET TO AN AXLE FOUND; THENCE, S70°27'14"E A DISTANCE OF 178.50 FEET TO A 1/2" IRON PIPE FOUND; THENCE, S32°45'20"E A DISTANCE OF 181.93 FEET TO A 1/2" IRON PIPE FOUND; THENCE, S17°53'43"W A DISTANCE OF 387.15 FEET TO A 3/4" IRON PIPE SET; THENCE, S88°59'08"W A DISTANCE OF 236.49 FEET TO A 1/2" IRON PIPE FOUND; THENCE, S89°34'36"W A DISTANCE OF 57.19 FEET TO A 1/2" IRON PIPE FOUND; THENCE, S89°28'25"W A DISTANCE OF 409.63 FEET TO AN AXLE FOUND; THENCE, S00°45'40"E A DISTANCE OF 396.14 FEET TO A 3/4" IRON PIPE SET; THENCE, S00°45'40"E A DISTANCE OF 503.45 FEET TO A 1/2" IRON PIPE FOUND; THENCE, S80°51'33"W A DISTANCE OF 380.41 FEET TO A CONCRETE MONUMENT FOUND; THENCE,

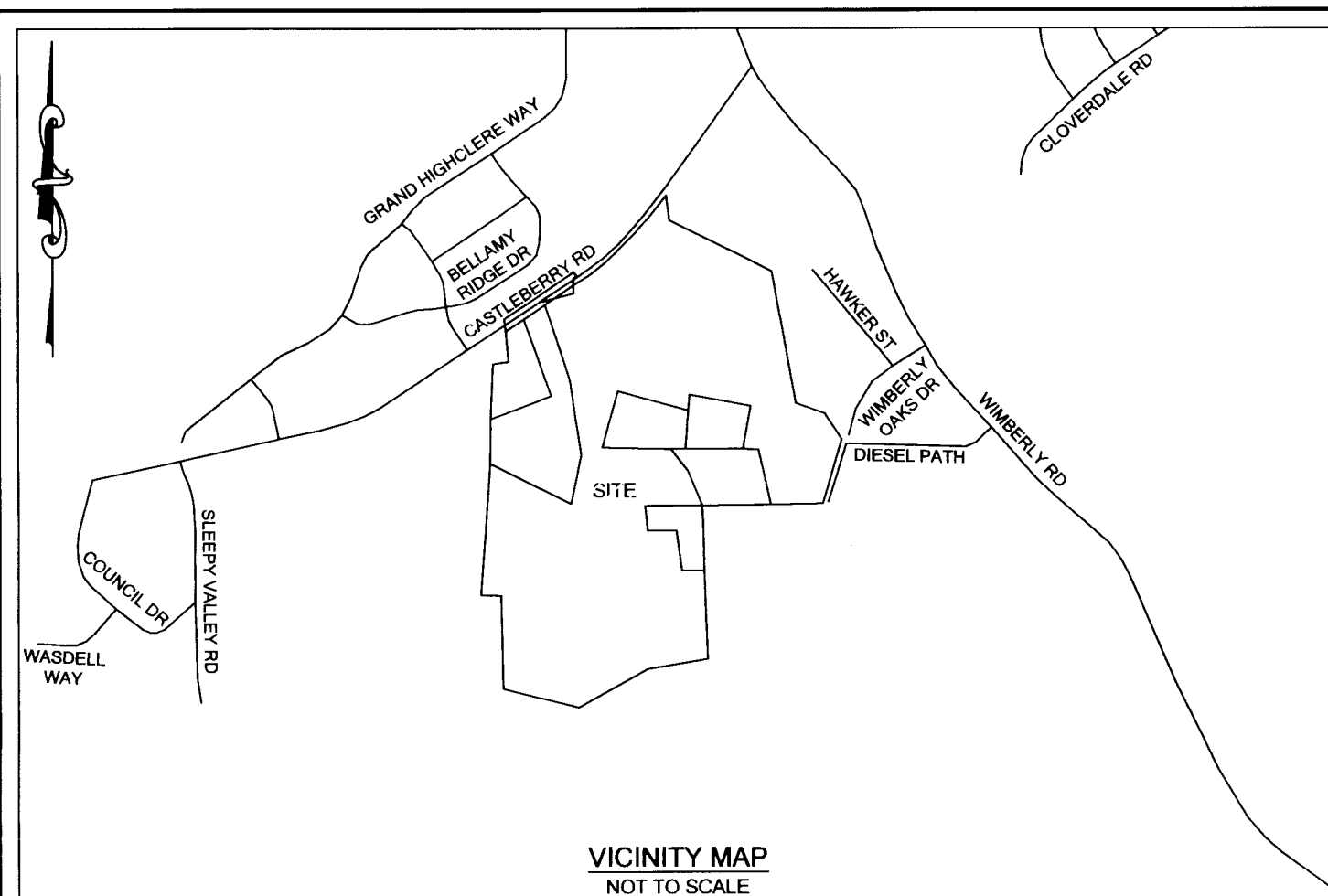
S61°40'30"W A DISTANCE OF 470.42 FEET TO A CONCRETE MONUMENT FOUND; THENCE, N77°05'52"W A DISTANCE OF 415.10 FEET TO A 1/2" IRON PIPE FOUND; THENCE, N00°33'05"E A DISTANCE OF 457.27 FEET TO A 1/2" IRON PIPE FOUND; THENCE, N00°33'05"E A DISTANCE OF 92.75 FEET TO A 3/4" IRON PIPE SET; THENCE, N87°03'17"W A DISTANCE OF 124.95 FEET TO A COMPUTED POINT AT A 40" POPLAR; THENCE, N02°34'18"E A DISTANCE OF 394.62 FEET TO A 1/2" IRON PIPE FOUND; THENCE, N02°34'18"E A DISTANCE OF 394.37 FEET TO A 1/2" IRON PIPE FOUND; THENCE, N02°25'20"E A DISTANCE OF 71.14 FEET TO A 1/2" IRON PIPE FOUND; THENCE, N02°25'20"E A DISTANCE OF 186.74 FEET TO A 1/2" IRON PIPE FOUND; THENCE, N02°36'05"E A DISTANCE OF 325.84 FEET TO A 3/4" IRON PIPE SET; THENCE, N83°37'40"E A DISTANCE OF 94.32 FEET TO A 1/2" IRON PIPE FOUND; THENCE, N06°20'52"W A DISTANCE OF 166.26 FEET TO THE POINT OF BEGINNING.

SAID OUTER BOUNDARY CONTAINING 3,930,700 SQUARE FEET OR 90.24 ACRES, MORE OR LESS.









VICINITY MAP  
NOT TO SCALE

**LEGEND**

	EXISTING BOUNDARY CORNER FOUND
	BOUNDARY CORNER SET
	COMPUTED POINT
	CONCRETE MONUMENT FOUND
	PROPERTY LINE SURVEYED
	PROPERTY LINE NOT SURVEYED
	EASEMENTS

**TOWN OF APEX CORPORATE LIMITS (PER WAKE COUNTY GIS)**

EIP	EXISTING IRON PIPE
BM	EXISTING IRON REBAR
DB	BOOK OF MAPS
PG	PAGE
RW	RIGHT OF WAY

CLASS OF SURVEY: A  
POSITIONAL ACCURACY: 0.06'  
TYPE OF GPS FIELD PROCEDURE: NC REAL TIME NETWORK  
DATES OF SURVEY: OCTOBER 2022  
DATUM/EPOCH: NAD83/NSRS2011/SPC  
GEOID MODEL: 18  
COMBINED GRID FACTOR(S): 0.999902094  
UNITS: US SURVEY FEET

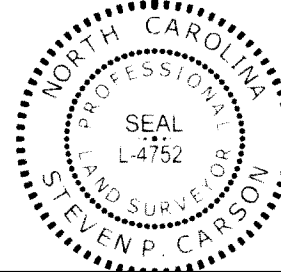
**NOTES**

- THIS SURVEY WAS PREPARED BY BATEMAN CIVIL SURVEY COMPANY UNDER THE SUPERVISION OF STEVEN P. CARSON, PLS.
- ALL DISTANCE ARE HORIZONTAL GROUND DISTANCE AND ALL BEARINGS ARE BASED ON GPS OBSERVATIONS, NAD83 / NSRS 2011 / SPC, UNLESS OTHERWISE SHOWN.
- PROPERTY LIES IN ZONE "X" PER NATIONAL INSURANCE PROGRAM FLOOD INSURANCE RATE MAP #3720072300K, DATED 07/19/2022.
- SITE ZONED "R-80W" FOR WAKE COUNTY PER COUNTY GIS.
- AREAS COMPUTED BY COORDINATE METHOD.
- THIS MAP HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.
- ALL BOUNDARY CORNERS SET ARE 3/4" IRON PIPE SET (3/4" IPS), UNLESS OTHERWISE NOTED.

THIS MAP IS CONSIDERED PRELIMINARY, NOT FOR RECORDATION, CONVEYANCE OR SALES UNLESS SIGNED AND SEALED BY THE LICENSED SURVEYOR.

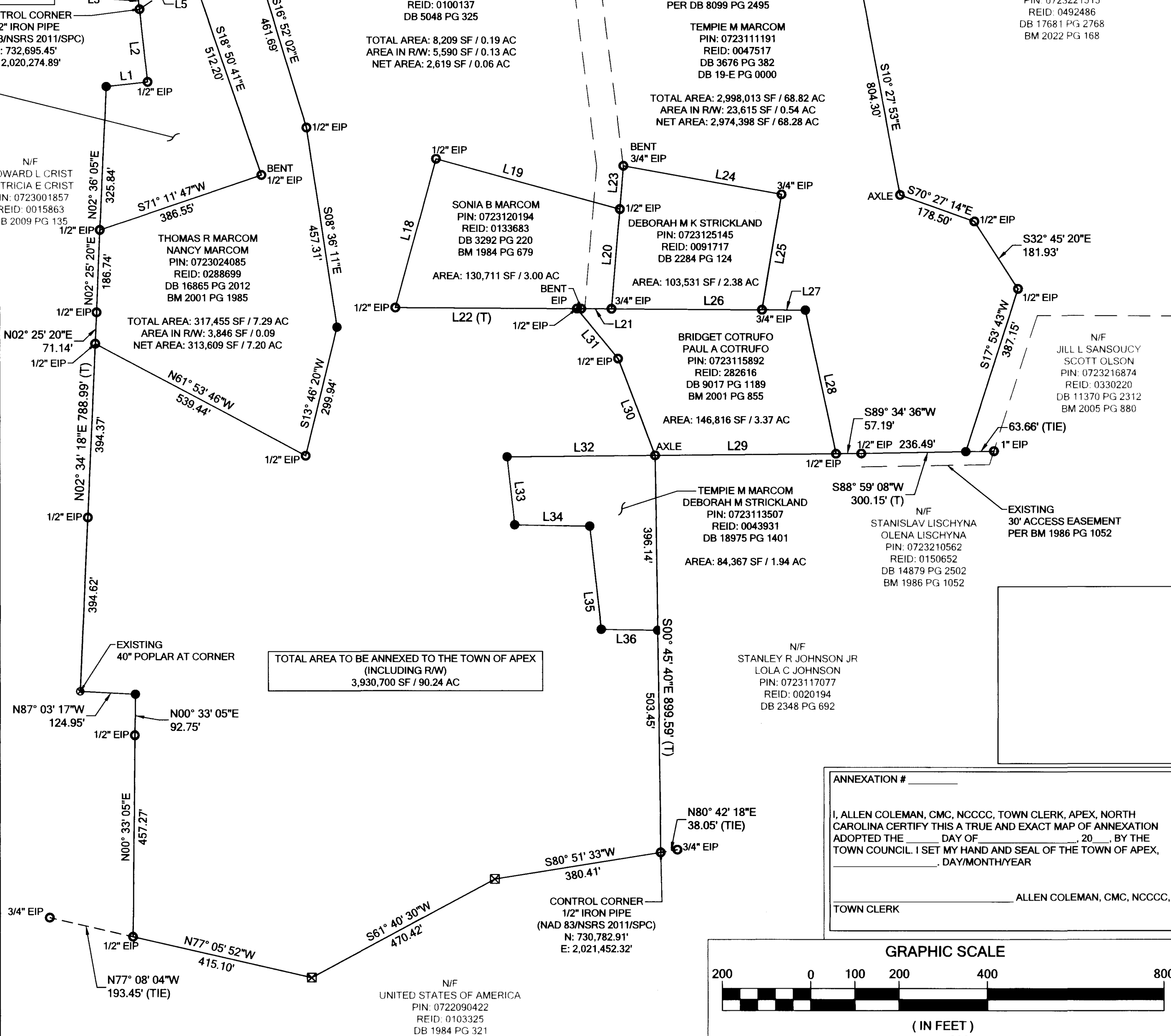
I, STEVEN P. CARSON, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTIONS RECORDED IN DB 2284 PG 124, DB 9017 PG 1189, DB 3292 PG 220, DB 3292 PG 222, DB 16865 PG 2012, DB 18975 PG 1401, DB 3676 PG 382, & DB 5048 PG 325); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND AS SHOWN HERE ON; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000+; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 20 DAY OF JUNE, A.D., 2023.

I, FURTHER THAT IN ACCORDANCE WITH G.S. 47-30-F-11-C-1; CERTIFY THAT THE SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND OR ONE OR MORE EXISTING EASEMENTS AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET; FOR THE PURPOSE OF THIS SUBSECTION, AN "EXISTING PARCEL" OR "EXISTING EASEMENT" IS AN AREA OF LAND DESCRIBED IN A SINGLE, LEGAL DESCRIPTION CONVEYED TO A NEW OWNER BY DEED IN ITS EXISTING CONFIGURATION.

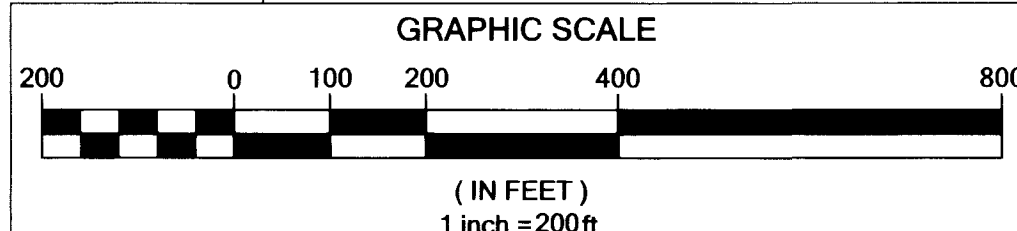


STEVEN P. CARSON, PLS  
NC LICENSE NO. L-4752  
DATE

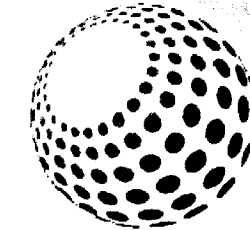
LINE#	DIRECTION	LENGTH
L1	N83° 37' 40"E	94.32'
L2	N06° 20' 52"W	166.26'
L3	N06° 20' 52"W	36.42'
L4	N07° 01' 11"W	33.52'
L5	N57° 49' 50"E	135.10'
L6	N56° 35' 23"E	92.98'
L7	N76° 53' 27"E	57.38'
L8	N76° 02' 08"E	147.61'
L9	N01° 34' 15"W	81.30'
L10	N56° 01' 30"E	88.04'
L11	N53° 38' 28"E	93.37'
L12	N50° 18' 13"E	93.98'
L13	N47° 31' 51"E	88.14'
L14	N42° 57' 56"E	133.67'
L15	N39° 28' 11"E	158.12'
L16	N38° 24' 24"E	132.10'
L17	S07° 45' 19"E	199.36'
L18	N15° 24' 40"E	349.74'
L19	S74° 36' 52"E	431.11'
L20	S04° 53' 00"W	226.83'
L21	N89° 37' 25"W	68.58'
L22	N89° 37' 25"W	420.72'
L23	S04° 53' 00"W	98.52'
L24	S79° 43' 20"E	363.65'
L25	S09° 40' 51"W	265.35'
L26	N89° 36' 52"W	340.90'
L27	N89° 36' 52"W	97.96'
L28	S11° 58' 56"E	332.28'
L29	S89° 28' 25"W	409.63'
L30	N20° 49' 26"W	234.46'
L31	N39° 26' 23"W	146.49'
L32	S89° 28' 25"W	335.00'
L33	S06° 13' 34"E	155.00'
L34	S88° 58' 34"E	170.00'
L35	S06° 13' 34"E	235.00'
L36	S88° 58' 34"E	128.00'



ANNEXATION # \_\_\_\_\_  
I, ALLEN COLEMAN, CMC, NCCCC, TOWN CLERK, APEX, NORTH CAROLINA CERTIFY THIS A TRUE AND EXACT MAP OF ANNEXATION ADOPTED THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BY THE TOWN COUNCIL. I SET MY HAND AND SEAL OF THE TOWN OF APEX, \_\_\_\_\_ DAY/MONTH/YEAR  
TOWN CLERK \_\_\_\_\_ ALLEN COLEMAN, CMC, NCCCC,



**BATEMAN CIVIL SURVEY COMPANY**  
**ENGINEERS • SURVEYORS • PLANNERS**  
2524 RELIANCE AVENUE, APEX, NC 27539  
PHONE: (919) 577-1080 FAX: (919) 577-1081  
INFO@BATEMANCIVILSURVEY.COM  
NCBELS FIRM# C-2378



**SATELLITE ANNEXATION MAP FOR THE TOWN OF APEX**  
PINS: 0723125145, 0723115892, 0723120194, 0723023450, 0723024085, 0723113507, 0723111191, & 0723028951  
AS RECORDED IN DB 2284 PG 124, DB 9017 PG 1189, DB 3292 PG 220, DB 3292 PG 222, DB 16865 PG 2012, DB 18975 PG 1401, DB 3676 PG 382, & DB 5048 PG 325  
WHITE OAK TOWNSHIP - WAKE COUNTY - NORTH CAROLINA

REVISIONS
1. ADDED PARCEL 0100137 (12/13/22)
2. REVISED PER APEX COMMENTS (03/07/23)
3. REVISED PER APEX COMMENTS (04/19/23)
4. REVISED PER APEX COMMENTS (05/01/23)
DESIGNED BY: N/A
DRAWN BY: ELS
CHECKED BY: SPC
SCALE: 1" = 200'
DATE: 11/09/2022
JOB NUMBER: 220679
<b>SHEET 1 OF 1</b>

## PETITION FOR VOLUNTARY ANNEXATION

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

Application #: 2023-005  
 Fee Paid: \$ 200.00

Submittal Date: 1-31-2023  
 Check #: CC

### TO THE TOWN COUNCIL APEX, NORTH CAROLINA

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

### OWNER INFORMATION

See attached

Owner Name (Please Print)	Property PIN or Deed Book & Page #
Phone	E-mail Address
Owner Name (Please Print)	Property PIN or Deed Book & Page #
Phone	E-mail Address
Owner Name (Please Print)	Property PIN or Deed Book & Page #
Phone	E-mail Address

### SURVEYOR INFORMATION

Surveyor: Bateman Civil Survey Company; Steven P. Carson  
 Phone: 919-577-1080 Fax: 919-577-1081  
 E-mail Address: info@batemancivilsurvey.com

### ANNEXATION SUMMARY CHART

Property Information		Reason(s) for annexation (select all that apply)	
Total Acreage to be annexed:	<u>89.90</u>	Need water service due to well failure	<input type="checkbox"/>
Population of acreage to be annexed:	<u>TBD</u>	Need sewer service due to septic system failure	<input type="checkbox"/>
Existing # of housing units:	<u>7</u>	Water service (new construction)	<input checked="" type="checkbox"/>
Proposed # of housing units:	<u>180</u>	Sewer service (new construction)	<input checked="" type="checkbox"/>
Zoning District*:	<u>PUD-CZ</u>	Receive Town Services	<input checked="" type="checkbox"/>

\*Pending rezoning application

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



# AFFIDAVIT OF OWNERSHIP

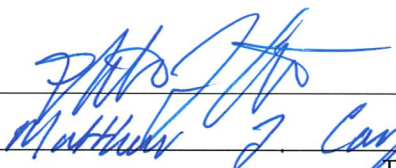
Application #: 2023-005

Submittal Date: 1-31-2023

The undersigned, Matthew J. Carpenter (the "Affiant") first being duly sworn, hereby swears or affirms as follows:

1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the authorized agent of all owners, of the property legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").
2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.
3. Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).
4. To Affiant's actual knowledge, no claim or action has been brought against owners which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owners in court regarding possession of the Property.

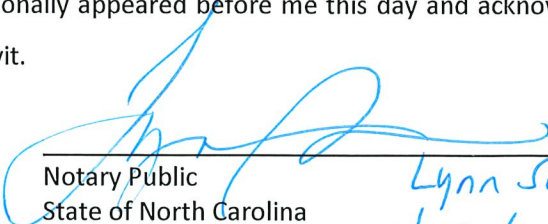
This the 17 day of January, 2023.

 (seal)  
Matthew J. Carpenter  
Type or print name

STATE OF NORTH CAROLINA  
COUNTY OF Wake

I, the undersigned, a Notary Public in and for the County of Wake, hereby certify that Matthew J. Carpenter, Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's NC Driver's License, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.



  
Notary Public  
State of North Carolina  
My Commission Expires: 11/16/2027

PETITION FOR VOLUNTARY ANNEXATION

Application #: 2023-005

Submittal Date: 1-31-2023

COMPLETE IF SIGNED BY INDIVIDUALS:

Matthew J. Carpenter, Authorized Agent

Please Print

  
Signature

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

Sworn and subscribed before me, Lynn Sullivan, a Notary Public for the above State and County,  
this the 17 day of, January, 2023.



  
Notary Public

My Commission Expires: 11/16/2027

# AGENT AUTHORIZATION FORM

Application #: 2023 - 005

Submittal Date: 1-31-2023

Sonya Ammons and Steve Ammons is the owner\* of the property for which the attached application is being submitted:

- ☒ Land Use Amendment Land use remain in forestry until closing
- ☒ Rezoning: For Conditional Zoning and Planned Development rezoning applications, this authorization includes express consent to zoning conditions that are agreed to by the Agent which will apply if the application is approved.
- ☒ Site Plan
- ☒ Subdivision
- ☐ Variance
- ☒ Other: Annexation Petition

The property address is: 0723113507, 0723120194, 0723026951, and 0723111191 (0723111191 inherited, ownership not shown in Wake County Registry)

The agents for this project are: Jeff Roach and Matthew Carpenter

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

Agent Names: Jeff Roach and Matthew Carpenter

Address: 301 Fayetteville Street, Suite 1400, Raleigh, NC 27601

Telephone Number: (919) 835-4032

E-Mail Address: matthewcarpenter@parkerpoe.com

Signature(s) of Owner(s)\*

Sonya Ammons

Sonya Ammons

Sonya Ammons

Type or print name

12/13/22

Date

Steve Ammons

Steve Ammons

Type or print name

12/13/22

Date

Attach additional sheets if there are additional owners.

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

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



# AGENT AUTHORIZATION FORM

Application #: \_\_\_\_\_

Submittal Date: \_\_\_\_\_

Bridget Cotrufo and Paul Cotrufo is the owner\* of the property for which the attached application is being submitted:

- ☒ Land Use Amendment Remain in Forestry until closing. (P)
- ☒ Rezoning: For Conditional Zoning and Planned Development rezoning applications, this authorization includes express consent to zoning conditions that are agreed to by the Agent which will apply if the application is approved.
- ☒ Site Plan
- ☒ Subdivision
- ☐ Variance
- ☒ Other: Annexation Petition

The property address is: 8635 Castleberry Road; PIN 0723115892

The agents for this project are: Jeff Roach and Matthew Carpenter

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

Agent Names: Jeff Roach and Matthew Carpenter

Address: 301 Fayetteville Street, Suite 1400, Raleigh, NC 27601

Telephone Number: (919) 835-4032

E-Mail Address: matthewcarpenter@parkerpoe.com

Signature(s) of Owner(s)\*

Bridget Cotrufo

Bridget Cotrufo

Type or print name

Dec. 13, 2022  
Date

Paul Cotrufo

Paul Cotrufo

Type or print name

Dec. 13, 2022  
Date

Attach additional sheets if there are additional owners.

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

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

# AGENT AUTHORIZATION FORM

Application #: \_\_\_\_\_

Submittal Date: \_\_\_\_\_

Deborah Strickland and Ronald Strickland \_\_\_\_\_ is the owner\* of the property for which the attached application is being submitted:

- ☒ Land Use Amendment *Land use remain in forestry until closing*
- ☒ Rezoning: For Conditional Zoning and Planned Development rezoning applications, this authorization includes express consent to zoning conditions that are agreed to by the Agent which will apply if the application is approved.
- ☒ Site Plan
- ☒ Subdivision
- ☐ Variance
- ☒ Other: Annexation Petition

The property address is: \_\_\_\_\_ PINs 0723125145, 0723113507, 0723026951 and 0723111191 (0723111191 inherited, ownership not shown in Wake County Registry)

The agents for this project are: Jeff Roach and Matthew Carpenter

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

Agent Names: Jeff Roach and Matthew Carpenter

Address: 301 Fayetteville Street, Suite 1400, Raleigh, NC 27601

Telephone Number: (919) 835-4032

E-Mail Address: matthewcarpenter@parkerpoe.com

Signature(s) of Owner(s)\*

*Deborah Strickland*

Deborah Strickland

Type or print name

12-13-2022

Date

*Ronald M. Strickland*

Ronald Strickland

Type or print name

12.13.2022

Date

Attach additional sheets if there are additional owners.

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

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



# AGENT AUTHORIZATION FORM

Application #: \_\_\_\_\_

Submittal Date: \_\_\_\_\_

Thomas Marcom and Nancy Marcom

is the owner\* of the property for which the attached

application is being submitted:

- ☒ Land Use Amendment *Land use remain in forestry until closing*
- ☒ Rezoning: For Conditional Zoning and Planned Development rezoning applications, this authorization includes express consent to zoning conditions that are agreed to by the Agent which will apply if the application is approved.
- ☒ Site Plan
- ☒ Subdivision
- ☐ Variance
- ☒ Other: Annexation Petition

The property address is:

0723113507, 0723024085, 0723023450, 0723026951 and 0723111191 (0723111191 inherited, ownership not shown in Wake County Registry)

The agents for this project are: Jeff Roach and Matthew Carpenter

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

Agent Names: Jeff Roach and Matthew Carpenter

Address: 301 Fayetteville Street, Suite 1400, Raleigh, NC 27601

Telephone Number: (919) 835-4032

E-Mail Address: matthewcarpenter@parkerpoe.com

Signature(s) of Owner(s)\*

*Thomas Marcom*

Thomas Marcom

Type or print name

*12/13/22*

Date

*Nancy Marcom*

Nancy Marcom

Type or print name

*12/13/22*

Date

Attach additional sheets if there are additional owners.

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

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

# AGENT AUTHORIZATION FORM

Application #: \_\_\_\_\_

Submittal Date: \_\_\_\_\_

Bridget Cotrufo and Paul Cotrufo

is the owner\* of the property for which the attached

application is being submitted:

- ☒ Land Use Amendment *Remain in Forestry until closing*
- ☒ Rezoning: For Conditional Zoning and Planned Development rezoning applications, this authorization includes express consent to zoning conditions that are agreed to by the Agent which will apply if the application is approved.
- ☒ Site Plan
- ☒ Subdivision
- ☐ Variance
- ☒ Other: Annexation Petition

The property address is: 8635 Castleberry Road; PIN 0723115892

The agents for this project are: Jeff Roach and Matthew Carpenter

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

Agent Names: Jeff Roach and Matthew Carpenter

Address: 301 Fayetteville Street, Suite 1400, Raleigh, NC 27601

Telephone Number: (919) 835-4032

E-Mail Address: matthewcarpenter@parkerpoe.com

Signature(s) of Owner(s)\*

*Bridget Cotrufo*

Bridget Cotrufo

Type or print name

Dec. 13, 2022  
Date

*Paul Cotrufo*

Paul Cotrufo

Type or print name

Dec. 13, 2022  
Date

Attach additional sheets if there are additional owners.

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

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

**EXHIBIT B**  
**Property Ownership**

**\*Owner names and deed references below are accurate (and have been confirmed by a title attorney) but may differ from what is shown on Wake County GIS. Some property owner names have changed due to marriage.**

**Parcel 1**

Site Address: 8633 Castleberry Road

PIN: 0723125145

Deed Reference (book/page): 2284/124

Acreage: 2.38

Owner: Deborah Kay Marcom Strickland (a/k/a Deborah M. Strickland and Deborah Kay Marcom) and spouse, Ronald M. Strickland (a/k/a Ronnie Strickland)

Owner Address: 8633 Castleberry Road, Apex, NC 27523-9695

**Parcel 2**

Site Address: 8635 Castleberry Road

PIN: 0723115892

Deed Reference (book/page): 9017/1189

Acreage: 3.37

Owner: Bridget Cotrufo and Paul Anthony Cotrufo

Owner Address: 8635 Castleberry Road, Apex, NC 27523-9695

**Parcel 3**

Site Address: 8637 Castleberry Road

PIN: 0723113507

Deed Reference (book/page): Wake County Estate File Number 22-E-2448 for Tempie Grace Mills Marcom

Acreage: 2.18

Owner: Deborah Kay Marcom Strickland (a/k/a Deborah M. Strickland and Deborah Kay Marcom); Thomas Russell Marcom (a/k/a Thomas R. Marcom); and Sonya Beth Marcom Ammons (a/k/a Sonya Ammons and Sonya Jones)

Owner Address: 8637 Castleberry Road, Apex, NC 27523-9695

**Parcel 4**

Site Address: 8639 Castleberry Road

PIN: 0723111191

Deed Reference (book/page): Wake County Estate File Number 22-E-2448 for Tempie Grace Mills Marcom

Acreage: 70.54

Owner: Deborah Kay Marcom Strickland (a/k/a Deborah M. Strickland and Deborah Kay Marcom); Thomas Russell Marcom (a/k/a Thomas R. Marcom); and Sonya Beth Marcom Ammons (a/k/a Sonya Ammons and Sonya Jones)

Owner Address: 8637 Castleberry Road, Apex, NC 27523-9695

**Parcel 5**

Site Address: 8649 Castleberry Road

PIN: 0723120194

Deed Reference (book/page): 3292/220

Acreage: 3.0

Owner: Sonya Beth Marcom Ammons (a/k/a Sonya Beth Marcom, Sonya Ammons; Sonya Beth Marcom Biddy and Sonya Jones), and spouse, Steve Ammons

Owner Address: 8649 Castleberry Road, Apex, NC 27523-9695

**Parcel 6**

Site Address: 8709 Castleberry Road

PIN: 0723024085

Deed Reference (book/page): 16865/2012

Acreage: 7.20

Owner: Thomas Russell Marcom (a/k/a Thomas R. Marcom); and spouse, Nancy Marcom (a/k/a Nancy L. Marcom)

Owner Address: 2309 7 Lakes S., West End, NC 27376-9601

**Parcel 7**

Site Address: 8717 Castleberry Road

PIN: 0723023450

Deed Reference (book/page): 16865/2012

Acreage: 2.92

Owner: Thomas Russell Marcom (a/k/a Thomas R. Marcom); and spouse, Nancy Marcom (a/k/a Nancy L. Marcom)

Owner Address: 2309 7 Lakes S., West End, NC 27376-9601

**Parcel 8**

Site Address: 8705 Castleberry Road

PIN: 0723026951

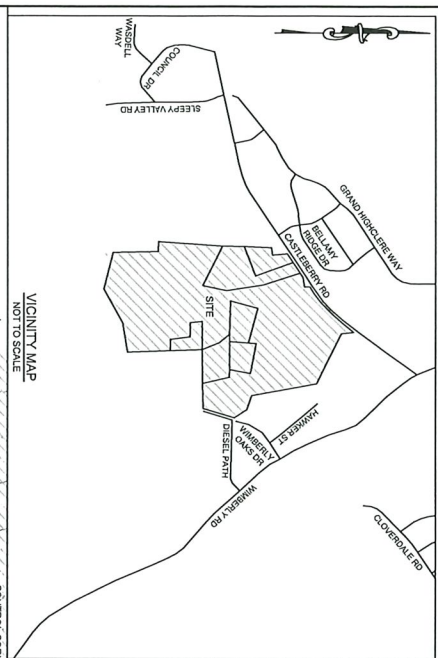
Deed Reference (book/page): Wake County Estate File Number 22-E-2448 for Tempie Grace Mills Marcom

Acreage: 0.26

Owner: Deborah Kay Marcom Strickland (a/k/a Deborah M. Strickland and Deborah Kay Marcom); Thomas Russell Marcom (a/k/a Thomas R. Marcom); and Sonya Beth Marcom Ammons (a/k/a Sonya Ammons and Sonya Jones)

Owner Address: 2309 7 Lakes S., West End, NC 27376-9601





**LEGEND**

EXISTING BOUNDARY CORNER FOUND  
BOUNDARY CORNER SET  
CORNER NOT MONUMENT FOUND  
PROPERTY LINE CURVED  
NOT TO BE SOWNED  
EVIDENCE

TOWN OF PEPS CORPORATE LIMITS  
(PEP WAKE COUNTY DIS)

EIP  
BIP  
BM  
DB  
PC  
RW  
PAVE  
RIGHT OF WAY

EXISTING IRON PIPE  
EXISTING CONCRETE TIEHARD  
BOX OF LUMS  
DEED BOOK  
PLANT

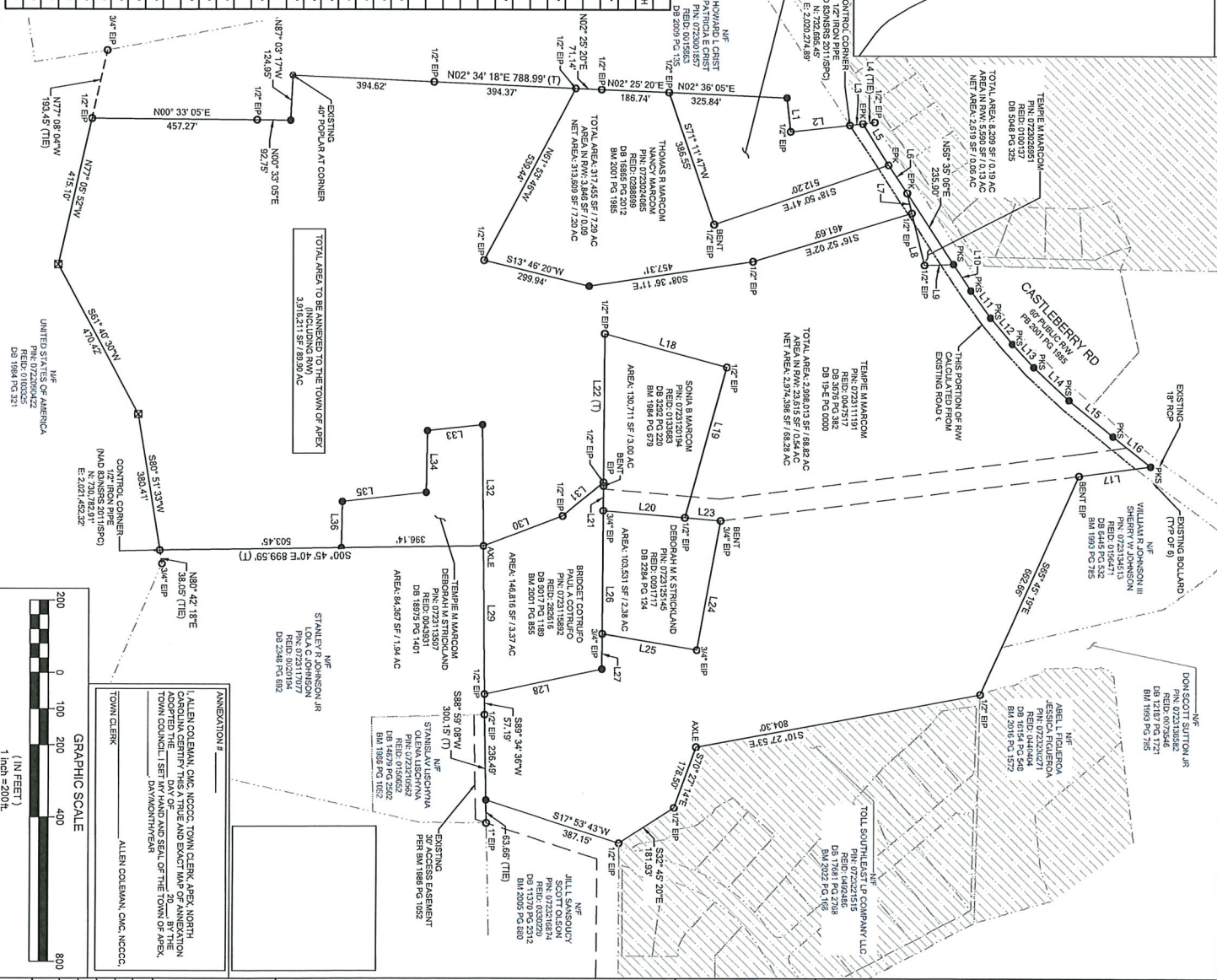
CLASS OF SURVEY: A  
POSITIONAL ACCURACY: 0.06'  
TYPE OF GPS FIELD PROCEDURE: NC REAL TIME NETWORK  
DATES OF SURVEY: OCTOBER 2022  
DATUM/EPOCH: NAD83/RS2011/SPC  
DETD MODEL: 1B  
COMBINED GRID FACTOR(S): 0.00002004  
UNITS: US SURVEY FEET

NAD 63/NSRS 2011/SPC

[illegible]

# PRELIMINARY

LINE#	DIRECTION	LENGTH
L1	N83°37'40"E	64.32
L2	N69°26'32"W	36.42
L3	N05°20'32"E	16.26
L4	N07°01'03"W	33.57
L5	N67°46'30"E	92.88
L6	N65°35'25"E	95.48
L7	N76°58'27"E	77.77
L8	N70°02'08"E	147.81
L9	N01°24'15"W	81.30
L10	N51°09'31"E	94.37
L11	N53°38'28"E	93.07
L12	N08°18'13"E	88.14
L13	N47°15'15"E	88.14
L14	N42°57'55"E	133.67
L15	N08°24'11"E	158.12
L16	N08°28'28"E	126.50
L17	S07°46'19"E	126.50
L18	N15°24'40"E	341.74
L19	S74°26'32"E	41.74
L20	S04°53'00"W	228.83
L21	N69°37'55"W	62.58
L22	N69°37'55"W	62.58
L23	S04°53'00"W	394.55
L24	S77°43'02"E	184.55
L25	S09°42'51"W	265.55
L26	S69°26'35"W	234.46
L27	N01°49'35"E	234.46
L28	S11°58'06"E	332.28
L29	N69°26'32"W	91.60
L30	S69°26'32"W	91.60
L31	S09°26'32"W	156.00
L32	S69°26'32"W	156.00
L33	S06°13'24"E	155.00
L34	S48°58'41"E	73.00
L35	S00°12'34"E	210.00
L36	S08°58'34"E	124.00



## ANNEXATION MAP FOR THE TOWN OF APEX

PINS: 0723125145, 0723115892, 0723120194, 0723023450, 0723024085, 0723113507,

723111191, & 0723026951

AS RECORDED IN DB 2284 PG 124, DB 9017 PG 1189, DB 3292 PG 220

5 PG 2012, DB 18975 PG 1401 DB 3676 PG 382

& DB 5048 PG325

WHITE OAK TOWNSHIP - WAKE COUNTY - NOR



## BATEMAN CIVIL SURVEY COMPANY

ENGINEERS • SURVEYORS • PLANNERS

2524 RELIANCE AVENUE, APEX, NC 27539

PHONE: (919) 577-1080 FAX: (919) 577-1081

INFO@BATEMANCIVILSURVEY.COM

NCBELS FIRM# C-2378

# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 27, 2023

## Item Details

Presenter(s): Angela Reincke, Parks Planning Project Manager

Department(s): Parks, Recreation & Cultural Resources

### Requested Motion

Motion to approve a Master Agreement for On-Call Professional Services for Reedy Branch Greenway Project (Sweetwater), and to approve corresponding Budget Ordinance Amendment No. 19 and Capital Project Ordinance Amendment 2023-15, and to authorize the Town Manager to execute the agreement on behalf of the Town.

### Approval Recommended?

Yes

### Item Details

The Reedy Branch Greenway project is the completion of a segment of trail and boardwalk within the Sweetwater development that was not constructed with the rest of the greenway due to timing for FEMA approval of a Certified Letter of Map Revision (CLOMR). The developer has paid fees-in-lieu of dedication as well as received credit for construction of greenway within the project as defined in the Sweetwater PUD approval. A cost estimate for \$137,821.25 was approved and these funds have been held by the Town to use for the installation of this segment of trail. This budget amendment moves those dedicated funds into a Capital Project Fund to enable staff to update Construction Drawings based on the FEMA approval and to assemble the documents for the bid manual in order to advertise for construction bid.

### Attachments

- CN2-A1: Master Agreement for On-Call Professional Services - Reedy Branch Greenway
- CN2-A2: Scope of Services (Task Order) - Reedy Branch Greenway
- CN2-A3: Budget Amendment No. 19 - Reedy Branch Greenway
- CN2-A4: Capital Project Ordinance Amendment 2023-15 - Reedy Branch Greenway



**TASK ORDER No. 002-2023**

**UNDER  
MASTER AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES**

This Task Order ("Task Order"), made as of the \_\_\_\_\_ day of June, 2023, by and between the Town of Apex (hereafter, "Town") and WithersRavenel ("Professional").

WITNESSETH

WHEREAS, Town and Professional entered into a Master Agreement for On-Call Professional Services dated October 2, 2021 ("Master Agreement"); and

WHEREAS, Town has determined it is in need of Services for On-Call Professional Services for Stormwater, Greenway Design, Surveying, Environmental, Geotech and CMT ("Project"), and Professional desires to provide such Services; and

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. Recitals, Purpose and Effective Date. The Recitals and the Master Agreement are incorporated into this Task Order. Each party represents and warrants that it has in its possession and is familiar with the Master Agreement, and agrees that such does not need to be attached to this Task Order. The purpose of this Task Order is to set forth specific terms and conditions pursuant to which Professional shall provide Services for the Project. The Project is Reedy Branch Greenway (Sweetwater) and is further identified on Attachment 1 Scope of Work attached hereto and incorporated herein by reference. The Effective Date of this Task Order is the date on which it is executed by the last to execute this Task Order.
2. Commencement and Termination.
  - A. Professional's services on Project shall commence upon a Notice to Proceed issued by Town or as otherwise provided in Attachment 1.
  - B. If the Master Agreement terminates before the Services provided hereunder are completed, then and in that event the Master Agreement shall continue as to Project until such time as Project is satisfactorily completed.
3. Schedule, Milestone Dates. Project schedule, including date by which Services shall be completed, and all deliverables to be delivered is provided in Attachment 1.
4. Fee for Services.
  - A. The fixed fee total compensation for Basic Services is provided in Attachment 1.
  - B. The fee for Additional Services, if any, shall be determined as provided in Attachment 1, or, if not so provided, as provided in Agreement.

5. Key Personnel and Use of Subcontractors.

- A. Professional's key personnel are provided in Attachment 1.
- B. If Professional is to use subcontractors for a portion of its Services, then the following applies to such subcontractor(s):

No changes in Professional's key personnel or subcontractors designated in this Task Order as those who will provide Services shall be permitted except with the prior written consent of Town, which consent shall not be unreasonably withheld.

6. Insurance. Professional represents and warrants that all insurance requirements set forth in Agreement continue to be met.

7. Amendment. This Task Order may be amended only by written amendment of the parties.

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

**Professional**

Name: \_\_\_\_\_  
Name of Professional (type or print)

By: \_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
(Secretary, if a corporation)

**Town of Apex**

\_\_\_\_\_  
Catherine Crosby, Town Manager

Attest: \_\_\_\_\_  
Allen Coleman, Town Clerk

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

\_\_\_\_\_  
Antwan Morrison, Finance Director



See Scope of Service Task Order

## Scope of Services (Task Order)

6/2/2023

The following Task Order is subject to the terms and conditions of the MASTER AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES 2022-116, dated October 2, 2021, by and between WithersRavenel, Inc. and the Town of Apex.

### Task 1 - Plan Design Revision

WithersRavenel will compare the as built record drawing for the greenway with the approved CLOMR permit and boardwalk elevations. WR will make design adjustments to the approved greenway plan and re-issue sheet 4.0 of the Reedy Branch Greenway Plan and Profile to be used for bidding purposes.

### Task 2 – Town of Apex CD Revision

WithersRavenel will prepare a CD Revision to submit to the Town for review of the changes to Sheet 4.0 of the Approved Reedy Branch Greenway Plans. This will include a coversheet and Sheet 4.0 to be uploaded to IDT. This task includes up to 1 revision due to comments.

*No additional permitting with any agency is included in this task.*

### Task 3 – Bid Administration

WithersRavenel will perform a formal public bid phase service, including the following:

- Conduct pre-bid meeting (if desired);
- Prepare bid documents including:
  - Bid Advertisement (to be posted by Client);
  - Bid Form
  - Front end documents (to be provided by the Client);
  - Special Provisions/Technical Specifications;
- Furnish construction documents to informal bidders via an electronic bidding service;
- Answer contractor/client questions during bidding (estimated 4 hours);
- Prepare and issue addenda (estimated 2 addenda);
- Assist on-site with bid opening (estimated two bid openings);
- Evaluate bids and prepare bid tabulation;
- Provide award recommendation to the Client.

The above services apply to two (2) bidding cycles only. The second bid cycle will include responding to contractor questions and issuance of addenda if necessary.

### Schedule

WithersRavenel will adhere to the following schedule:

- Prepare design revisions by July 3, 2023 to submit to Apex for review.

- Review cycle from town – estimated 2 weeks.
- Respond to comments or issue final plan for approval – 1 week after receipt of notice or comments.
- Prepare Project Manual for bidding completed by August 1, 2023.
- Work with client to determine bid dates and bid opening.

### **Deliverables**

The following deliverables will be provided:

- Coversheet and Sheet 4.0 Revision
- Project Manual with the above items.

### **Additional Services**

All services provided that are not specifically stated in the “Scope of Services” and are not of sufficient size to warrant an additional amendment will be performed on an hourly basis, plus expenses at our standard hourly rates (attached). These services may include, but are not limited to, attendance at Town, NCDOT, or agency meetings, permitting or further field studies. Additional services will not be performed without the prior consent of the Town.

### **Fees:**

**Task 1 - \$1,100**

**Task 2 - \$1,500**

**Task 3 - \$8,000**

Signed: Joseph Turner  
(WithersRavenel) Joseph Turner, PE Director of Construction Administration

Signed: \_\_\_\_\_

(Town of Apex) Catherine Crosby, Town Manager

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

\_\_\_\_\_ Antwan Morrison Finance Director



# Town of Apex

## Budget Ordinance Amendment No. 19

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

### **Recreation Capital Reserve Fund**

#### **Section 1. Revenues:**

77-0000-39902: Appropriated Fund Balance	\$137,820
<b>Total Revenues</b>	<b>\$137,820</b>

#### **Section 2. Expenditures:**

77-0000-49667: Transfer to Recreation Project Fund	\$137,820
<b>Total Expenditures</b>	<b>\$137,820</b>

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

Adopted this the 27th day of June, 2023.

Attest:

\_\_\_\_\_  
Jacques K. Gilbert, Mayor

\_\_\_\_\_  
Allen L. Coleman, CMC, NCCCC  
Town Clerk



# Town of Apex

## CAPITAL PROJECT ORDINANCE AMENDMENT 2023-15

### 67 - Recreation Capital Project Fund

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

**Section 1. The revenues anticipated for the projects are:**

39777: Transfer from Recreation Reserve	137,820
<b>Total Revenues</b>	<b>\$137,820</b>

**Section 2. The expenditures anticipated are:**

9200.006 - 44600 Reedy Branch Boardwalk	137,820
<b>Total Expenditures</b>	<b>\$137,820</b>

**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 27th day of June, 2023.

Attest:

\_\_\_\_\_  
Jacques K. Gilbert, Mayor

\_\_\_\_\_  
Allen L. Coleman, CMC, NCCCC  
Town Clerk

# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 27, 2023

## Item Details

Presenter(s): Amanda Grogan, Director

Department(s): Budget & Performance Management

### Requested Motion

Motion to approve a Budget Ordinance Amendment No. 21 for Grant Allocations and Capital Project Ordinance Amendment No. 2023-16 for Shop-With-A-Cop Program.

### Approval Recommended?

Yes

### Item Details

Capital Project Ordinance Amendment No. 2023-16 captures grant funds awarded through previously approved agreements (including supplemental and amended amounts) not previously recorded across 3 capital project funds totaling \$2,580,485. Additionally, the amendment allocates \$49 million in authorized but unissued bonds allowing funding to be captured in the financial software and eliminating manual work of tracking authorizations separately.

Budget Amendment No. 21 allocates additional revenues and expenditures in the Police Donations fund. These funds are used for the annual Shop with a Cop program during the holidays.

### Attachments

- CN3-A1: Budget Ordinance Amendment No. 21 - Shop-With-A-Cop Program
- CN3-A2: Capital Project Ordinance Amendment No. 2023-16 - Capital Project Grant Allocations





## Town of Apex

### CAPITAL PROJECT ORDINANCE AMENDMENT 2023-16

BE IT ORDAINED, by the Council of the Town of Apex that the Capital Project Ordinances below be amended as follows:

#### 61 - General Capital Project Fund

**Section 1. The revenues anticipated for the projects are:**

33240: State Grants	427,000
<b>Total Revenues</b>	<b>\$427,000</b>

**Section 2. The expenditures anticipated are:**

9225-0101	GoApex Bus Stop	427,000
<b>Total Expenditures</b>		<b>\$427,000</b>

#### 63 - Street Improvement Capital Project Fund

**Section 1. The revenues anticipated for the projects are:**

99102: Bonds authorized. Not issued	49,000,000
33250: Federal Grants	263,485
33240: State Grants	200,000
<b>Total Revenues</b>	<b>\$49,463,485</b>

**Section 2. The expenditures anticipated are:**

9250-1004	Lake Pine Improvements	200,000
9250-1008	James Street to Downtown Ped.	56,292
9250-1112	Laura Duncan Pedestrian Improvements	207,193
9250-1006	Peakway SW Connector	21,650,000
9250-1010	Pavement Management Backlog	5,000,000
9250-1111	Jessie Drive	8,000,000
9250-1114	Safe Routes to School	6,000,000
9250-1124	Center St RR Crossing & Sidewalk	800,000
9250-1125	Chatham St RR Crossing & Sidewalk	1,300,000
9250-1126	Apex Peakway N Widening	5,400,000
9250-1127	West Williams St. Sidewalk	850,000
<b>Total Expenditures</b>		<b>\$49,463,485</b>

#### 67 - Recreation Capital Project Fund

**Section 1. The revenues anticipated for the projects are:**

33230: Wake County Grants	1,690,000
<b>Total Revenues</b>	<b>\$1,690,000</b>

**Section 2. The expenditures anticipated are:**

92000-003	Middle Creek Greenway	1,540,000
92000-008	Apex West Greenway	150,000
<b>Total Expenditures</b>		<b>\$1,690,000</b>

**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 27th day of June, 2023.

Attest:



# 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 2022-2023 Budget Ordinance be adopted:

### **14 - Police-Donations**

#### **Section 1. Revenues:**

14-0000-36100: Interest Earned	1,175
14-0000-37704: Police Contributions	1,665
14-0000-39902: Appropriated Fund Balance	1,020
<b>Total Revenues</b>	<b>\$3,860</b>

#### **Section 2. Expenditures:**

14-5100-43300: Departmental Supplies	\$3,860
<b>Total Expenditures</b>	<b>\$3,860</b>

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

Adopted this the 27th day of June, 2023.

Attest:

\_\_\_\_\_  
Jacques K. Gilbert, Mayor

\_\_\_\_\_  
Allen L. Coleman, CMC, NCCCC  
Town Clerk



# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 27, 2023

## Item Details

Presenter(s): Deputy Chief Mitch McKinney

Department(s): Police

### Requested Motion

Motion to approve a Master Services Agreement (MSA), effective July 1, 2023 through June 30, 2025, with Flock Safety Inc. for technology and software support for the following in the Apex Police Department (APD): FlockOS, Flock Safety Falcon, Flock Safety Falcon Flex , Flock Safety Advanced Search and authorize the Town Manager to execute the agreement(s) on behalf of the Town.

### Approval Recommended?

Yes

### Item Details

Apex Police Department is requesting to significantly improve our operational investigative capabilities by purchasing and implementing License Plate Readers (LPR's) License plate reader technology can significantly enhance our departments ability to gather and analyze data. This will greatly improve our ability to analyze data sets that include traffic volume, traffic patterns, and vehicle speeds. Additionally, APD will be much more efficient in closing investigations and identifying and impacting criminal activity.

### Attachments

- CN4-A1: Flock Safety and NC - Apex PD - Law Enforcement Agreement
- CN4-A2: Contract Routing Control Sheet - Flock Safety Inc. - License Plate Reader Technology



## **Flock Safety + NC - Apex PD**

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Flock Group Inc.  
1170 Howell Mill Rd, Suite 210  
Atlanta, GA 30318

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MAIN CONTACT:  
Taylor Ellison  
taylor.ellison@flocksafety.com  
7049426362

## Company Overview

At Flock Safety, technology unites law enforcement and the communities they serve to eliminate crime and shape a safer future, together. We created the first public safety operating system to enable neighborhoods, schools, businesses, and law enforcement to work together to collect visual, audio, and situational evidence across an entire city to solve and prevent crime.

Our connected platform, comprised of License Plate Recognition (LPR), live video, audio detection, and a suite of integrations (AVL, CAD & more), alerts law enforcement when an incident occurs and turns unbiased data into objective answers that increase case clearance, maximize resources, and reduce crime -- all without compromising transparency or human privacy.

### Join thousands of agencies reducing crime with Flock Safety's public safety operating system

2000+	120	1B+	<60%*
communities with private-public partnerships	incident alerts / minute	1B+ vehicles detected / month	<60% local crime reduction in Flock cities

\*According to a 2019 study conducted by Cobb County Police Department

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## Introduction

### *Layer Intelligence to Solve More Crime*

The pathway to a safer future looks different for every community. As such, this proposal presents a combination of products that specifically addresses your public safety needs, geographical layout, sworn officer count, and budget. These components make up your custom public safety operating system, a connected device network and software platform designed to transform real-time data into a panoramic view of your jurisdiction and help you zero in on the leads that solve more cases, prevent future crimes, and foster trust in the communities you serve.

## Software Platform

Flock Safety's out-of-box software platform collects and makes sense of visual, audio, and situational evidence across your entire network of devices.

Out-of-Box Software Features	
Simplified Search	<p>Get a complete view of all activity tied to one vehicle in your network of privately and publicly owned cameras. The user-friendly search experience allows officers to filter hours of footage in seconds based on time, location, and detailed vehicle criteria using patented Vehicle Fingerprint™ technology. Search filters include:</p> <ul style="list-style-type: none"> <li>• Vehicle make</li> <li>• Body type</li> <li>• Color</li> <li>• License plates <ul style="list-style-type: none"> <li>○ Partial tags</li> <li>○ Missing tags</li> <li>○ Temporary tags</li> <li>○ State recognition</li> </ul> </li> <li>• Decals</li> <li>• Bumper stickers</li> <li>• Back racks</li> <li>• Top racks</li> </ul>
National and Local Sharing	<p>Access 1B+ additional plate reads each month without purchasing more cameras. Solve cross-jurisdiction crimes by opting into Flock Safety's sharing networks, including one-to-one, national, and statewide search networks. Users can also receive alerts from several external LPR databases:</p> <p><i>California SVS</i>  <i>FDLE</i>  <i>FL Expired Licenses</i>  <i>FL Expired Tags</i>  <i>FL Sanctioned Drivers</i>  <i>FL Sex Offenders</i>  <i>Georgia DOR</i>  <i>IL SOS</i>  <i>Illinois Leads</i>  <i>NCIC</i>  <i>NCMEC Amber Alert</i>  <i>REJIS</i>  <i>CCIC</i>  <i>FBI</i></p>
Real-time Alerts	Receive SMS, email, and in-app notifications for custom Hot Lists, NCIC wanted lists, AMBER alerts, Silver alerts, Vehicle Fingerprint matches, and more.
Interactive ESRI Map	View your AVL, CAD, traffic, and LPR alerts alongside live on-scene video from a single interactive map for a birdseye view of activity in your jurisdiction.
Vehicle Location Analysis	Visualize sequential Hot List alerts and the direction of travel to guide officers to find suspect vehicles faster.

Out-of-Box Software Features (Continued)	
Transparency Portal	Establish community trust with a public-facing dashboard that shares policies, usage, and public safety outcomes related to your policing technology.
Insights Dashboard	Access at-a-glance reporting to easily prove ROI, discover crime and traffic patterns and prioritize changes to your public safety strategy by using data to determine the most significant impact.
Native MDT Application	Download FlockOS to your MDTs to ensure officers never miss a Hot List alert while out on patrol.
Hot List Attachments	Attach relevant information to Custom Hot List alerts. Give simple, digestible context to Dispatchers and Patrol Officers responding to Hot List alerts so they can act confidently and drive better outcomes. When you create a custom Hot List Alert, add case notes, photos, reports, and other relevant case information.
Single Sign On (SSO)	Increase your login speed and information security with Okta or Azure Single Sign On (SSO). Quickly access critical information you need to do your job by eliminating the need for password resets and steps in the log-in process.

## License Plate Recognition

The Flock Safety Falcon® LPR camera uses Vehicle Fingerprint™ technology to transform hours of footage into actionable evidence, even when a license plate isn't visible, and sends Hot List alerts to law enforcement users when a suspect vehicle is detected. The Falcon has fixed and location-flexible deployment options with 30% more accurate reads than leading LPR.\*

\*Results from the 2019 side-by-side comparison test conducted by LA County Sheriff's Department

Flock Safety Falcon® LPR Camera	Flock Safety Falcon® Flex	Flock Safety Falcon® LR
<p>Fixed, infrastructure-free LPR camera designed for permanent placement.</p> <p>√ 1 Standard LPR Camera</p> <p>√ Unlimited LTE data service + Flock OS platform licenses</p> <p>√ 1 DOT breakaway pole</p> <p>√ Dual solar panels</p> <p>√ Permitting, installation, and ongoing maintenance</p>	<p>Location-flexible LPR camera designed for fast, easy self-installation, which is ideal for your ever-changing investigative needs.</p> <p>√ 1 LPR Camera</p> <p>√ Unlimited LTE data service + software licenses</p> <p>√ 1 portable mount with varying-sized band clamps</p> <p>√ 1 Charger for internal battery</p> <p>√ 1 hardshell carrying case</p>	<p>Long-range, high-speed LPR camera that captures license plates and Vehicle Fingerprint data for increasing investigative leads on high-volume roadways like highways and interstates.</p> <p>√ 1 Long-Range LPR Camera</p> <p>√ Computing device in protective poly case</p> <p>√ AC Power</p> <p>√ Permitting, installation, and ongoing maintenance</p>

## Your Flock Safety Team

Flock Safety is more than a technology vendor; we are a partner in your mission to build a safer future. We work with thousands of law enforcement agencies across the US to build stronger, safer communities that celebrate the hard work of those who serve and protect. We don't disappear after contracts are signed; we pride ourselves on becoming an extension of your hard-working team as part of our subscription service.

Implementation	Meet with a Solutions Consultant (former LEO) to build a deployment plan based on your needs. Our Permitting Team and Installation Technicians will work to get your device network approved, installed, and activated.
User Training + Support	Your designated Customer Success Manager will help train your power users and ensure you maximize the platform, while our customer support team will assist with needs as they arise.
Maintenance	<p>We proactively monitor the health of your device network. If we detect that a device is offline, a full-time technician will service your device for no extra charge.</p> <p><i>Note: Ongoing maintenance does not apply to Falcon Flex devices.</i></p>
Public Relations	<p>Government Affairs</p> <p>Get support educating your stakeholders, including city councils and other governing bodies.</p> <p>Media Relations</p> <p>Share crimes solved in the local media with the help of our Public Relations team.</p>



**EXHIBIT A**  
**ORDER FORM**

Customer: NC - Apex PD  
Legal Entity Name: NC - Apex PD  
Address: 205 Saunders St Apex, North Carolina 27502

Initial Term: 24 Months  
Renewal Term: 24 Months  
Payment Terms: Net 30  
Billing Frequency: Annual Plan - First Year Invoiced at Signing.  
Retention Period: 30 Days

**Hardware and Software Products**

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
<b>Flock Safety Platform</b>			<b>\$35,000.00</b>
<b>Flock Safety Flock OS</b>			
FlockOS <sup>TM</sup>	Included	1	Included
<b>Flock Safety LPR Products</b>			
Flock Safety Falcon ®	Included	5	Included
Flock Safety Falcon ® Flex	Included	5	Included
<b>Flock Safety FlockOS Add Ons</b>			
Flock Safety Advanced Search	\$2,500.00	1	\$2,500.00

**Professional Services and One Time Purchases**

Item	Cost	Quantity	Total
<b>One Time Fees</b>			
<b>Flock Safety Professional Services</b>			
Professional Services - Standard Implementation Fee	\$350.00	5	\$1,750.00

<b>Subtotal Year 1:</b>	\$36,750.00
<b>Annual Recurring Subtotal:</b>	\$35,000.00
<b>Discounts:</b>	\$1,500.00
<b>Estimated Tax:</b>	\$5,201.88
<b>Contract Total:</b>	\$71,750.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement may be renewed for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**").*



**Billing Schedule**

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$36,750.00
Annual Recurring after Year 1	\$35,000.00
Contract Total	\$71,750.00

\*Tax not included

**Discounts**

Discounts Applied	Amount (USD)
Flock Safety Platform	\$0.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$1,500.00

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

Flock Safety Falcon® Flex	An infrastructure-free, location-flexible license plate reader camera that enables the Customer to self-install.	The Term shall commence upon execution of this Statement of Work.
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One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

**By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached.** The Parties have executed this Agreement as of the dates set forth below.

**FLOCK GROUP, INC.**

**Customer: Town of Apex**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

PO Number: \_\_\_\_\_

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

\_\_\_\_\_  
Antwan Morrison, Finance Director

## Master Services Agreement

This Master Services Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the entity identified in the signature block (“**Customer**”) (each a “**Party**,” and together, the “**Parties**”) on this the \_\_\_ day of \_\_\_\_\_ 2023. This Agreement is effective on the date of mutual execution (“**Effective Date**”). Parties will sign an Order Form (“**Order Form**”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

### RECITALS

**WHEREAS**, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“**Notifications**”);

**WHEREAS**, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

**WHEREAS**, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the Order Form. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

**WHEREAS**, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, (“**Permitted Purpose**”).

## AGREEMENT

**NOW, THEREFORE,** Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

### 1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 “**Customer Data**” means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

1.7 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 “**Flock Network End User(s)**” means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

1.9 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.13 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

## 2. SERVICES AND SUPPORT

**2.1 Provision of Access.** Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form (“**Retention Period**”). Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

**2.2 Embedded Software License.** Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

**2.3 Support Services.** Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at [support@flocksafety.com](mailto:support@flocksafety.com) (such services collectively referred to as “**Support Services**”).

**2.4 Upgrades to Platform.** Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies; the competitive strength of, or market for, Flock’s products or services; such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

**2.5 Service Interruption.** Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("**Service Interruption**"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

**2.6 Service Suspension.** Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("**Service Suspension**"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

**2.7 Hazardous Conditions.** Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.



### 3. CUSTOMER OBLIGATIONS

**3.1 Customer Obligations.** Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as “*Customer Obligations*”).

**3.2 Customer Representations and Warranties.** Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

### 4. DATA USE AND LICENSING

**4.1 Customer Data.** As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

**4.2 Customer Generated Data.** Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages,

text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“***Customer Generated Data***”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

**4.3 Anonymized Data.** Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

## **5. CONFIDENTIALITY; DISCLOSURES**

**5.1 Confidentiality.** To the extent required by any applicable public records requests, each Party (the “***Receiving Party***”) understands that the other Party (the “***Disclosing Party***”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “***Proprietary Information***” of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any

such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

**5.2 Usage Restrictions on Flock IP.** Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

**5.3 Disclosure of Footage.** Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

## **6. PAYMENT OF FEES**

**6.1 Billing and Payment of Fees.** Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

**6.2 Notice of Changes to Fees.** Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

**6.3 Late Fees.** If payment is not issued to Flock by the due date of the invoice, an interest penalty of 1.0% of any unpaid amount may be added for each month or fraction thereafter, until final payment is made.

**6.4 Taxes.** Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge customer any taxes from which it is exempt. If any deduction or

withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

## **7. TERM AND TERMINATION**

**7.1 Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the “***Term***”). Following the Term, unless otherwise indicated on the Order Form, this Agreement may be renewed for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “***Renewal Term***”).

**7.2 Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period (“Cure Period”). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the Cure Period, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

**7.3 Survival.** The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 10.1 and 10.6.

## 8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 **Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a “**Defect**”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 **Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 **Insurance.** Flock will maintain commercial general liability policies as stated in Exhibit B.

8.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to natural hazards outside of human control for which no person or persons can be held responsible, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

## **9. LIMITATION OF LIABILITY; INDEMNITY**

9.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS

BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 11.6.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

**9.2 Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

**9.3 Flock Indemnity.** Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

## **10. INSTALLATION SERVICES AND OBLIGATIONS**

**10.1 Ownership of Hardware.** Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should



Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

**10.2 Deployment Plan.** Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

**10.3 Changes to Deployment Plan.** After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

**10.4 Customer Installation Obligations.** Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("***Customer Obligations***"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

**10.5 Flock's Obligations.** Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

## 11. MISCELLANEOUS

**11.1 Compliance With Laws.** Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

**11.2 Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

**11.3 Assignment.** This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

**11.4 Entire Agreement.** This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon purchase order is subject to these terms. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

**11.5 Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

**11.6 Governing Law; Venue.** This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen

courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

**11.7 Special Terms.** Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("*Special Terms*"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

**11.8 Publicity.** Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

**11.9 Feedback.** If Agency or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

**11.10 Export.** Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

**11.11 Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Public Disrepute.** In the event Customer or its employees become the subject of an indictment, arrest, public disrepute, contempt, scandal or behaves in a manner that, in the reasonable judgment of Flock, reflects unfavorably upon Flock, and/or their officers or principals, licensees, such act(s) or omission(s) shall constitute a material breach of this Agreement and Flock shall, in addition to any other rights and remedies available to it hereunder, whether at law or in equity, have the right to elect to terminate this Agreement.

11.15 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

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

11.17 **Anti-Human Trafficking.** Flock warrants and agrees that no labor supplied by Flock or Flock'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.

11.18 **Nondiscrimination.** Pursuant to Section 3-2 of the Town of Apex Code of Ordinances, Flock hereby warrants and agrees that Flock 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.

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

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS:

ATTN:

EMAIL:

**EXHIBIT B**  
**INSURANCE**

**Required Coverage.** Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than “A” and “VII”. Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement.

**Types and Amounts Required.** Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;
- (iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and
- (v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).

## CONTRACT ROUTING CONTROL SHEET

Routing Order: (1) Department Director, (2) Legal, (3) Risk Manager, (4) Vendor for Signature  
(5) Finance Director, (6) Town Clerk, (7) Town Council/Town Manager

### EVERY SECTION MUST BE COMPLETED

<b>DEPARTMENT: <u>Police</u></b>	
Department Contact Person for Contract: <u>P.M. McKinney</u> Extension: <u>3445</u> Contractor/Vendor Name and address: Central Square Contractor/Vendor Phone: <u>704-942-6362</u> Contractor/Vendor Contact Person: <u>Taylor Ellison</u> Purpose of Contract: <u>Flock License Plate Readers Implementation for Police taylor.ellison</u> Amount: <u>\$36,750.00</u> Budget Code: <u>47400</u> Type of Contract: <input checked="" type="checkbox"/> New <input type="checkbox"/> Renew <input type="checkbox"/> Amendment Exhibits/Attachments included: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A  Department Director's Signature: P.M. McKinney for Chief J. Armstrong Date: <u>5/17/2023</u>	
<b>LEGAL</b>	
Reviewed by: Choose an item. Chris Welch Date: <u>5/18/2023</u> Comments: <u>contract terms negotiated with contractor; 2 year contract term requires council approval</u> <input checked="" type="checkbox"/> Town Council approval required <input type="checkbox"/> Town Manager authorized to approve <input type="checkbox"/> Other Approvals required/permitted: Click here to enter text.	
<b>RISK MANAGER</b>	
Reviewed by and approved: Amber Bobbitt Date: //2023 <input type="checkbox"/> Insurance specifications meet requirements. <input type="checkbox"/> Insurance specifications have been revised. <input type="checkbox"/> A pre-project safety review between the contractor and contracting department is required. <i>Return to Department Contact Person to have contract signed by Contractor prior to forwarding to Finance Director</i>	
<b>FINANCE DIRECTOR</b>	
<input type="checkbox"/> Sufficient funds are available in the proper category to pay for this expenditure. <input type="checkbox"/> This contract is conditioned upon appropriation by the Town Council of sufficient funds. <input type="checkbox"/> A budget amendment is necessary before this agreement is approved. <input type="checkbox"/> A budget amendment is attached as required for approval of this agreement.  Finance Director: _____ Date: Click here to enter a date.	
<b>TOWN CLERK</b>	
Date Received: Click here to enter a date. Signed by Contractor: <input type="checkbox"/> YES <input type="checkbox"/> NO--Return to Department Council Action Required: <input type="checkbox"/> YES <input type="checkbox"/> NO – forward to Town Manager Agenda Date: Click here to enter a date. Approved by Council: <input type="checkbox"/> YES <input type="checkbox"/> NO	
<b>TOWN MANAGER</b>	
This document has been reviewed and approval is recommended by the Town Manager. <input type="checkbox"/> YES <input type="checkbox"/> NO  Town Manager: _____ Date: Click here to enter a date.	
After approval and signatures contract will be returned to Department Contact Person for Department to administer. <input type="checkbox"/> Scan signed contract to Department contracts folder Department Contact who scanned fully executed document into contracts folder Click here to enter text.	

# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 27, 2023

## Item Details

Presenter(s): Jessica Bolin, P.E., Environmental Stormwater Manager

Department(s): Water Resources

### Requested Motion

Motion to approve a Master Services Agreement (MSA) between the Town of Apex and HT Stormwater Management for monthly maintenance of all Town-owned Stormwater Control Measures (SCMs) for a three-year period, effective July 1, 2023 through June 30, 2026, with the option to approve two additional one-year contact extensions after that date and authorize the Town Manager to execute on behalf of the Town.

### Approval Recommended?

Yes

### Item Details

The contractor, HT Stormwater Management, was selected through the request for proposals (RFP) process. The proposed Fiscal Year 2023-2024 budget has adequate funds to cover the cost of the first year of this contract.

### Attachments

- CN5-A1: Master Services Agreement with HT Stormwater Management - July 1, 2023 through June 30, 2026
- CN5-A2: HT Stormwater Management Proposal - July 1, 2023 through June 30, 2026





**STATE OF NORTH CAROLINA**

**Contract Identification # \_\_\_\_\_**

**COUNTY OF WAKE**

**MASTER SERVICES AGREEMENT**

THIS MASTER SERVICES AGREEMENT is entered into this the \_\_\_\_ day of \_\_\_\_\_, 2023, by and between, HT Stormwater Management, a North Carolina Corporation with its principal business offices located at P.O. Box 32056; Raleigh, NC 27622 (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:**

WHEREAS, Town, is engaged in the operation and maintenance of Town-owned Stormwater Control Measures (SCMs); and

WHEREAS, the professional services of outside firms or consultants and/or others will from time to time in the future be needed by the Town for the services as described above; and

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

WHEREAS, the Parties contemplate that the services of the Contractor will be performed in various stages in accordance with separate authorizations to be issued by the Town, and the Parties desire to set forth the basic terms of their agreement in this Master Services Agreement rather than in the separate authorizations issued by the Town; and

WHEREAS, the Parties acknowledge and agree that this Agreement shall act as a base agreement under which the Parties can enter into multiple specific transactions by executing a Purchase Order and written confirmation to proceed pursuant to a Scope of Services and/or rate sheet; and

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

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

## **1. SCOPE OF SERVICES.**

The Contractor agrees to perform for the Town the following general services as requested by the Town: Routine maintenance services for Town-owned Stormwater Control Measures (SCMs) as described in the Proposal to provide these services signed by Steven Sartorio and dated April 28, 2023.

When service is requested by the Town, Contractor shall provide a detailed Scope of Services and quote that shall be governed by the terms of this Agreement. If a rate sheet is provided and attached to this Agreement then the quote shall be consistent with the rate sheet. The quote and Scope of Services shall reference this Agreement and this Agreement shall be incorporated into and made a part of the Scope of Services and quote whether or not expressly incorporated by reference in the Scope of Services and quote.

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

## **2. SPECIFICATIONS.**

Upon request by the Town, Contractor will provide plans and specifications prior to engaging in any services under this Agreement. Contractor hereby acknowledges that it is fully licensed to perform the work contemplated by this Agreement. In the event of a conflict between the provided plans and specifications and this Agreement, this Agreement shall control.

## **3. TIME OF COMMENCEMENT AND COMPLETION.**

This Agreement shall remain in effect and binding for a period of three years with the option to extend the contract for two additional one-year periods upon mutual agreement of both parties unless terminated sooner in accordance with the terms of this Agreement. Contractor shall commence and complete the work required by this Agreement in accordance with the dates provided in the Scope of Services as agreed upon by the Parties. Contractor shall immediately notify the Town of any event or circumstance that may, immediately or in the future, impede the proper and timely execution of any work so that remedial action may be taken. Contractor shall not begin any work pursuant to this Agreement or a Scope of Services until written confirmation has been provided by the Town. The Parties hereby agree that written confirmation may be provided through electronic communication from the Town's representative identified in Section 13 of this Agreement. If Contractor has not satisfactorily commenced or completed the work within the times specified, the Town may declare such delay a material breach of contract and may pursue all available legal and equitable remedies. Any changes to the schedule(s) provided in the Scope of Services must be agreed to in writing by the Town and the Contractor.

## **4. CONSIDERATION AND PAYMENT OF SERVICES.**

In consideration of the above services, the Town will pay the Contractor the amount authorized by the issued Purchase Order corresponding to the agreed upon Scope of Services. As services are agreed upon pursuant to this Agreement and the associated Scopes of Service, Contractor will invoice the Town for work performed. 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 receipt unless a bona fide dispute exists between Town and Contractor concerning the accuracy of said invoice or the services covered thereby.

## **5. INDEMNIFICATION.**

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

## **6. APPLICABILITY OF LAWS AND REGULATIONS.**

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

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

## **7. E-VERIFY COMPLIANCE.**

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

## **8. 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. Contractor shall provide services in accordance with all federal, state and local law

and in accordance with all governing agency regulations and shall be held to the same standard and shall exercise the same degree of care, skill and judgment in the performance of services for the Town as is ordinarily provided by a similar professional under the same or similar circumstances at the time in North Carolina.

## **9. 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.

## **10. PRE-PROJECT SAFETY REVIEW MEETING.**

If requested by the Town, 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.

## **11. 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.

## **12. 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.

### **13. 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: HT Stormwater  
Attn: Steven Sartorio  
P.O. Box 32056  
Raleigh, NC 27622  
[steve@htstormwater.com](mailto:steve@htstormwater.com)

TO TOWN: Town of Apex  
Attn: Jessica Bolin  
P.O. Box 250  
Apex, NC 27502  
[jessica.bolin@apexnc.org](mailto:jessica.bolin@apexnc.org)

### **14. DELAY BEYOND THE CONTROL OF THE PARTIES.**

Neither Contractor nor Town, having taken commercially reasonable precautions, shall be in default of the provisions of this Agreement for delays in performance due to forces beyond the control of the parties. "Forces beyond the control of the parties" shall mean, but is not limited to, delay caused by natural disaster, fire, flood, earthquakes, storms, lightning, epidemic, pandemic, war, riot, civil disobedience, or other event reasonably outside of the parties' control. Due to the ever-changing circumstances surrounding the COVID-19 pandemic, situations may arise during the performance of this Agreement that affect availability of resources and staff of Contractor or the Town. There could be changes in anticipated performance times and service costs. Contractor will exercise reasonable efforts to overcome the challenges presented by current circumstances. In the event of changes in performance times or service costs caused by the COVID-19 pandemic the Town reserves the right to terminate this Agreement in accordance with its terms. The Parties agree that they shall not be liable to each other for any delays, expenses, losses, or damages of any kind arising out of the impact of the COVID-19 pandemic.

### **15. 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.

### **16. 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.

#### **17. 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.

#### **18. 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.

#### **19. 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.

#### **20. 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.

#### **21. BINDING EFFECT.**

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

#### **22. 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.

#### **23. 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.

#### **24. 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.

#### **25. IRAN DIVESTMENT ACT CERTIFICATION.**

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

#### **26. 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.

#### **27. NONDISCRIMINATION.**

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

#### **28. ELECTRONIC SIGNATURE.**

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

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

**Contractor**

**Town of Apex**

Name: HT Stormwater Management, Inc

\_\_\_\_\_  
Catherine Crosby, Town Manager

By: Steven M. Santoro  
(Signature)

Title: CEO

Attest:

Attest:

[Signature]  
(Secretary, if a corporation)

\_\_\_\_\_  
Allen L. Coleman, CMC, NCCCC  
Town Clerk

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

\_\_\_\_\_  
Antwan Morrison, Finance Director





# HT STORMWATER MANAGEMENT

Town of Apex  
105-B Upchurch Street (Water Resources Administration Building)  
Apex, North Carolina 27502  
Attention: Jessica Bolin, Stormwater Engineering Manager

**RE: Town of Apex - Request for Proposals  
SCM Maintenance Services  
RFP Number SE2301**

Dear Jessica:

We appreciate the opportunity to submit a proposal to perform SCM Maintenance Services for the Town of Apex-owned stormwater control measures. Enclosed are three hard copies of our proposal and a certificate of insurance for your review.

At HT Stormwater, we have a proactive and proven approach to stormwater management and we are confident our SCM maintenance program combined with our team's field experience and first-hand knowledge of the Town of Apex-owned SCMs will ensure its systems are continuously maintained in a stable condition and steadily improving. Additionally, our aggressive approach to identifying and addressing early signs of minor issues is a major part of our maintenance program and will lead to long-term savings for the Town.

Please note our pricing includes mowing services every month the grass height requires cutting and in a typical cycle that is a minimum of six times annually with up to eight total mowings, pending weather and conditions. While we did not want to deviate from the RFP's outlined scope, we felt we would be doing the Town a disservice given the profile / visibility of several systems to not include our full services.

Numerous SCMs are currently under construction and have not been completed. We used the provided plans to scale several SCM sizes and we feel our pricing for those systems is an accurate reflection of the scaled drawing. Pricing can be difficult without seeing the finished product and there is potential for a nominal increase or decrease to pricing once the systems are completed. We have opted to delay an estimate for the Saunders Street Parking Lot until plans are provided and or the system is delivered.

We maintain all permits, certifications and licenses required by the Town and the State of North Carolina.

We greatly appreciate your time and look forward to potentially working with you and your team. If you have any questions, please let us know.

Sincerely,

A handwritten signature in blue ink that reads "Steven M. Sartorio". The signature is written in a cursive, flowing style.

Steven M. Sartorio

**Town of Apex - HT Stormwater Management, Inc - SCM Maintenance Services**

<b>Item No.</b>	<b>Facility</b>	<b>SCM Type</b>	<b>Quantity</b>	<b>Price per SCM if multiples</b>	<b>Annual Maintenance Price</b>
1	Apex Town Hall	Wet Pond	1	\$175.00	\$2,100.00
		UDS (Pipe Storage]	1	\$100.00	\$1,200.00
2	Apex Public Works <sup>1</sup>	Bioretention Area	4	\$250.00 (Bio E) \$50.00 (Bio H) \$50.00 (Bio J) \$200.00 (Bio K)	\$6,600.00
3	Apex Peakway <sup>1</sup>	Level Spreader	5	\$100.00 (LS1) \$100.00 (LS2) \$100.00 (LS3) \$75.00 (LS B) \$150.00 (LS C)	\$6,300.00
4	Apex Public Safety Station #4	Wet Pond	1	\$150.00	\$1,800.00
5	Seagroves Farm Park <sup>1</sup>	Level Spreader	2	\$50.00 (LS A) \$50.00 (LS B)	\$1,200.00
6	Apex Nature Park <sup>1</sup>	Wet Pond	3	\$200.00 (LS1) \$300.00 (LS2) \$250.00 (LS3)	\$9,000.00
		Level Spreader	1	\$50.00	\$600.00
7	Apex Public Safety Station #5	Bioretention Area	1	\$250.00	\$3,000.00
8	Apex Public Safety Station #36 <sup>2</sup>	Stormwater Wetland	1	\$275.00	\$3,300.00
9	Pleasant Park	Wet Pond	3	\$275.00 (WP1) \$225.00 (WP2) \$250.00 (WP3)	\$9,000.00
		Permeable Pavement	8	\$200.00 (per srvc)	\$2,400.00
10	Saunders Street Parking Lot <sup>2</sup>	Bioretention Area	1	\$TBD	\$TBD
		UDS	1	\$TBD	\$TBD
11	Mason St Municipal Building <sup>2</sup>	Stormwater Wetland	1	\$200.00	\$2,400.00
<b>TOTAL PRICE</b>					<b>\$48,900.00</b>

Add-On Services (in addition to routine services priced above)			
Item	Price (labor & materials)		
Mulch Replacement @ Apex Town Hall	\$75.00 installed	per	CY
Seed & Straw Bare Areas - small bare areas are inclusive with maintenance, larger areas are to be done on as-needed basis.	\$TBD	per	SF
Vegetated Shelf Plantings @ Apex Town Hall	\$3.00 installed	per	plant

All interested parties are required to provide the following information:

Prices will remain firm until: Prices will remain firm for the duration of the three year contract; however, if extreme inflationary conditions cause dramatic rise in materials, increasing overall cost to perform maintenance, a dialogue between parties would be prudent to ensure solvency.

Company Name: HT Stormwater Management, Inc.

Signature: 

Date: April 28, 2023

Printed Name: Steven M Sartorio

Address: PO Box 32056, Raleigh, NC 27622

Title: CEO

Phone No: 803-640-2034 cell

Email: steve@htstormater.com



# HT STORMWATER MANAGEMENT

Town of Apex  
105-B Upchurch Street (Water Resources Administration Building)  
Apex, North Carolina 27502  
Attention: Jessica Bolin, Stormwater Engineering Manager

**RE: Town of Apex - Request for Proposals**  
**SCM Maintenance Services**  
**RFP Number SE2301**  
**List of References**

Please find below a list of local property managers with whom we work in a similar capacity performing maintenance and repair services to manage stormwater systems.

- Karen Bayless, Elite Management Professionals, [karenbayless@elite-mgmt.com](mailto:karenbayless@elite-mgmt.com), 4112 Blue Ridge Road, Suite 100, Raleigh, NC 27612, 919-233-7660
- Lena Deptolla, Omega Association Management, [lana@omegamgmt.com](mailto:lana@omegamgmt.com), 160 NE Maynard Road, Suite 210, Cary, NC 27513, 919-461-0102
- Anna Sullivan, Professional Properties Management, [asullivan@ppmral.com](mailto:asullivan@ppmral.com), 11010 Raven Ridge Road, Raleigh, NC 27614, 919-848-4911
- Nicole Clift, Professional Properties Management, [nclift@ppmral.com](mailto:nclift@ppmral.com), 11010 Raven Ridge Road, Raleigh, NC 27614, 919-848-4911
- Henry Falkner, Barnett Properties, LLC, [jhf@barnettprop.com](mailto:jhf@barnettprop.com), 1775 Graham Avenue, Suite 201, Henderson, NC 27536, 252-492-7551
- Gerald Seibert, City of Creedmoor, [gseibert@cityofcreedmoor.org](mailto:gseibert@cityofcreedmoor.org), 211 N Main Street, Creedmoor, NC 27522, 919-764-1060
- Mark Tutor, Innovative Development Solutions, Inc., [marktutor@idsplanning.com](mailto:marktutor@idsplanning.com), 7283 NC Hwy 42, Suite 102, #324, Raleigh, NC 27603, 919-819-0671

# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 27, 2023

## Item Details

Presenter(s): Marty Stone, Assistant Town Manager – Development and Operations Portfolio

Department(s): Town Manager's Office

### Requested Motion

Motion to approve an Agreement for IPKEYS Meter Data Management System (MDMS) between the Town of Apex and IPKeys Power Partners, Inc., effective July 1, 2023 through June 30, 2028 for professional services with the meter data management system (MDMS) that supports the meter system upgrade (MSU), and to authorize the Town Manager to execute the agreement on behalf of the Town.

### Approval Recommended?

Yes

### Item Details

The Town is preparing for the installation of a meter system upgrade (MSU) that will increase the level of service to its customers. A new data management software is needed to support the MSU. This agreement is for professional services and the meter data management system (MDMS) that will support the MSU. The MDMS will be integrated into the new enterprise resources planning system that the Town is installing.

### Attachments

- CN6-A1: Agreement for IPKeys Meter Data Management System (MDMS)  
**(provided under a separate cover)**



# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 27, 2023

## Item Details

Presenter(s): Allen Coleman, Town Clerk

Department(s): Town Clerk's Office

### Requested Motion

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

- June 13, 2023 - Town Council Regular Meeting
- June 20, 2023 - Town Council Work Session

### Approval Recommended?

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

### Item Details

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

### Attachments

- CN7-A1: **DRAFT** Minutes - June 13, 2023 - Town Council Regular Meeting
- CN7-A2: **DRAFT** Minutes - June 20, 2023 - Town Council Work Session



**DRAFT MINUTES**  
**TOWN OF APEX**  
**REGULAR TOWN COUNCIL MEETING**  
**TUESDAY, JUNE 13, 2023**  
**6:00 PM**

The Apex Town Council met for a Regular Town Council Meeting on Tuesday, June 13, 2023 at 6:00 PM in the Council Chambers at Apex Town Hall, located at 73 Hunter Street in Apex, North Carolina.

This meeting was open to the public. Members of the public were able to attend this meeting in-person or watch online via the livestream on the Town's YouTube Channel. The recording of this meeting can be viewed here: <https://www.youtube.com/watch?v=OV1Flh78eL0>

**[ATTENDANCE]**

Elected Body

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

Town Staff

Town Manager Catherine Crosby  
Deputy Town Manager Shawn Purvis  
Assistant Town Manager Marty Stone  
Town Attorney Laurie Hohe  
Town Clerk Allen Coleman  
Deputy Town Clerk Ashley Gentry  
All other staff members will be identified appropriately below

**[COMMENCEMENT]**

**Mayor Gilbert** called the meeting to order, and thanked all in attendance for engaging in the town business as a community.

**Mayor Pro Tempore Killingsworth** then offered a statement acknowledging the importance of diversity and tolerance, and recognized that there are many different faiths represented in Apex. She invited everyone to take a personal moment of silence.

**Mayor Gilbert** then invited Elder Creason from the Church of Jesus Christ of Latter-Day Saints to offer the invocation.

**Elder Creason** offered words of thanks, and asked for strength to be given to Council as they work to make decisions that can better the lives of those in the community.

**Mayor Gilbert** then led those in attendance in the pledge of allegiance.



## DRAFT MINUTES

### [CONSENT AGENDA]

**Mayor Gilbert** announced that Old Business Items 1 and 2 would be continued to the June 27<sup>th</sup> Regular Town Council Meeting. He said Council would be holding an additional Public Hearing on June 27<sup>th</sup>, in order to receive additional input from the community on the Annual Operating Budget and Capital Investment Plan.

**Mayor Gilbert** asked if there were any requested alterations to the Consent Agenda.

**Councilmember Zegerman** requested that Consent Item 10 be moved to New Business.

A **motion** was made by **Councilmember Arno Zegerman**, seconded by **Mayor Pro Tempore Audra Killingsworth**, to approve the Consent Agenda, with the removal of Consent Item 10 to New Business One (1).

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

#### **CN1 Agreement Amendment - Renewal of ADA Paratransit Service Agreement with Wake County - FY2023-24 (REF: CONT-2023-142)**

Council voted to approve an Amendment to the Americans with Disabilities Act (ADA) Paratransit Services Agreement with Wake County, effective July 1, 2023 through June 30, 2024; and to authorize the Town Manager to execute on behalf of the Town.

#### **CN2 Annexation No. 757 - Alderwood Pond - 0.67 acres (REF: RES-2023-033, RES-2023-034, and OTHER-2023-051)**

Council voted to adopt a Resolution Directing the Town Clerk to Investigate Petition Received, to accept the Certificate of Sufficiency by the Town Clerk, and to adopt a Resolution Setting the Date of a Public Hearing for June 27, 2023, on the Question of Annexation - Apex Town Council's intent to annex 0.67 acres Alderwood Pond, Annexation No. 757 into the Town Corporate limits.

#### **CN3 Annual Operating Budget and Capital Improvement Plan FY 2023-2024 - Schedule 2nd Public Hearing**

Council voted to schedule a second budget public hearing for June 27, 2023 on the Annual Operating Budget and Capital Improvement Plan (CIP) for fiscal year 2023-2024.

#### **CN4 Budget Ordinance Amendment No. 18 - Electric System Expansion (REF: ORD-2023-044)**

Council voted to adopt Budget Ordinance Amendment 18 to appropriate funds for electric system expansion.

#### **CN5 Capital Project Ordinance Amendment No. 2023-08 - Town Wayfinding Project and Hunter Street Bike Track Project (REF: ORD-2023-045)**

Council voted to approve a Capital Project Ordinance Amendment No. 2023-08 to transfer appropriate funds for the Town Wayfinding Project and Hunter Street Bike Track Project.

## **DRAFT MINUTES**

**CN6 Contract Amendment Multi-Year - CDM Smith, Inc. - leadCAST - July 1, 2023 through June 30, 2026 (REF: CONT-2023-143)**

Council voted to approve an Amendment to Task Order No. 2, effective July 1, 2023 through June 30, 2026, with CDM Smith, Inc. under a Master Services Agreement for On-Call Professional Services (No. 2019-0025) approved on September 4, 2018, for implementation of the data management solution, leadCAST, and migration of the Lead Service Line (LSL) data into an inventory file within the leadCAST platform; and authorize the Town Manager to execute the agreement on behalf of the Town.

**CN7 Contract Multi-Year - Axon Enterprises Inc. - Technology and Software Support - July 1, 2023 through June 30, 2026 (REF: CONT-2023-144)**

Council voted to approve a Master Services Agreement (MSA), effective July 1, 2023 through June 30, 2026, with Axon Enterprises Inc. for technology and software support for the following in the Apex Police Department (APD): Body Worn Cameras (BWC), Mobile Video Recorders (MVR), and Taser 7 Electronic Control Weapons (ECW); and authorize the Town Manager to execute the agreement(s) on behalf of the Town.

**CN8 Council Meeting Minutes - Various**

Council voted to approve, as submitted or amended, Meeting Minutes from the following meetings:  
May 16, 2023 - Town Council Work Session Meeting Minutes  
May 23, 2023 - Regular Town Council Meeting Minutes

**CN9 Encroachment Right-of-Way (ROW) Agreement - NCDOT - GoApex Bus Stop Sidewalk Art Project (REF: CONT-2023-145)**

Council voted to approve a right-of-way (ROW) encroachment agreement with North Carolina Department of Transportation (NCDOT) to allow the Town to paint art on the public right-of-way at select GoApex bus stops (Attachment No.2) as part of the GoApex Bus Stop Sidewalk Art Project; and to authorize the Town Manager to execute the agreement on behalf of the Town.

**~~CN10 Interlocal Agreement with Wake County Board of Education (BOE) - Infrastructure Provision to Support Public School Facilities - Felton Grove High School Project - Thriftwood Drive and Derry Down Lane~~**

~~Russell Dalton, Traffic Engineering Manager, Transportation and Infrastructure Dev. Dept.~~

Consent Item 10 was pulled from consent and moved to New Business 1, by request of Councilmember Zegerman.

**CN11 Resolution to Collect Taxes - Chatham County (REF: RES-2023-035)**

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

**CN12 Resolution to Collect Taxes - Wake County (REF: RES-2023-036)**

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

**CN13 Rezoning Case No. 23CZ05 - Pleasant Park - Statement and Ordinance (REF: ORD-2023-046)**

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Council voted to approve the Statement of the Town Council and Ordinance for Rezoning Application No. 23CZ05, Town of Apex, petitioner, for Pleasant Park, property located at 3400 Pleasant Plains Road (PIN 0731407544).

### **CN14 Rezoning Case No. 23CZ06 - Hunter Street Park Addition - Statement and Ordinance (REF: ORD-2023-047)**

Council voted to approve the Statement of the Town Council and Ordinance for Rezoning Application No. 23CZ06, Town of Apex, petitioner, for Hunter Street Park Addition, located at 1250 Ambergate Station (portion of PIN 0742531455).

### **CN15 Tax Report - April 2023 (REF: OTHER-2023-052)**

Council voted to approve the Apex Tax Report dated May 18, 2023.

### **CN16 Town Standard Specifications & Standard Details - Revisions (REF: OTHER-2023-053)**

Council voted to approve revisions to the Town Standard Specifications and Standard Details.

### **CN17 Unified Development Ordinance (UDO) Amendments - May 2023 - Statement (REF: OTHER-2023-054)**

Council voted 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 23, 2023.

## **[PRESENTATIONS]**

### **PR1 Proclamation - Apex High School "Lady Cougars" Softball Team - NCHSAA 4A State Champions (REF: PRO-2023-020)**

**Mayor Gilbert** and the rest of Town Council read the proclamation honoring the Apex High School Softball State Champions in unity.

Each member of the team then received individual recognition from Mayor Gilbert and Council, and were each given a copy of the proclamation.

**Mayor Gilbert** shared a story from Game 2 of the Championship series, when an opposing fan asked him which one of the players was his daughter. Mayor Gilbert said he replied that the whole team was his family. He thanked the team for bringing the championship back to the Peak, and said it was a big thing for the community. He said the championship convoy through Salem Street reminded him of a scene from Remember the Titans, and thanked the team for representing Apex so well.

After taking a group picture, **Mayor Gilbert** once again congratulated the team on their accomplishment, and thanked Town Clerk Allen Coleman, Deputy Town Manager Shawn Purvis, and all other staff members involved in putting together the celebration.

### **PR2 Proclamation - Apex Public Works Week 2023 (REF: PRO-2023-021)**

**Mayor Gilbert** and the rest of Town Council read the Public Works Week 2023 Proclamation in unity.

**John Mullis**, Public Works Director, and other Public Works employees, accepted the proclamation and took a picture with the Mayor and Council.

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### PR3 Proclamation - Year of the Trail 2023 (REF: PRO-2023-022)

**Mayor Gilbert** and the rest of Town Council read the Year of the Trail 2023 Proclamation in unity,

**Craig Setzer**, Director of Parks, Recreation, and Cultural Resources, and other Parks staff members, accepted the proclamation and took a picture with the Mayor and Council.

### [REGULAR MEETING AGENDA]

**Mayor Gilbert** noted that Old Business Items 1 and 2 were requested to be continued to June 27<sup>th</sup>, 2023, and Consent Item 10 was requested to be moved to New Business 1.

A motion was made by **Councilmember Brett Gantt**, seconded by **Councilmember Terry Mahaffey**, to approved the Regular Meeting Agenda, with the continuance of Old Business 1 and 2, and the adoption of Consent Item 10 as New Business 1.

### VOTE: UNANIMOUS (5-0)

### [PUBLIC FORUM] (To view Public Forum sign-up sheets, see OTHER-2023-055)

**Mayor Gilbert** opened Public Forum, and invited the first person signed up to speak, William Gentry.

First to speak was **William Gentry** of 8528 Raegan Road. (To view Mr. Gentry's handout, see OTHER-2023-056)

"Good evening, ladies and gentlemen of the Town Council. My name is William Gentry, and I live at 8528 Raegan Road, west of Apex out on the Lake Jordan game lands. First. I want to thank you for the hard work you guys are doing in helping shepherd Apex into becoming a progressive and dynamic city, and at the same time, protecting private property owner's rights. I know that can get kind of sticky sometimes, and that's one of the things I wanted to talk about. In front of you, you'll see a little map I drew. There's a project the planning department is working on to extend the greenway. When the development of Stillwater was developed a year or so ago, the developers promised residents access to the American Tobacco Trail. Well, the developers are long gone, but the residents still don't have access. So they petitioned the town Planning Board to give them access, and from the Planning Board, there is an existing pathway this far up into Stillwater, Planning Board wants to continue down Raegan Road, and go right through the middle of my property. That is the old roadhead for Raegan Road, but when the corps of engineers bought all that land, they closed off the secondary roads, and the DOT gave me documents that said we are abandoning the roadway at the edge of your property. So that's the end of Raegan Road right there, so now the town planners feel like they're going to go through my property again, and through the corps of engineer's property, to connect to the trail. That's marked in green, they've got two routes. One over on Richard Jenks' property off of Richardson Road, and the other one coming through my property. I proposed to the planners a couple of alternate routes that won't have that kind of impact, and there's even a third one that they can consider, which is go along the present course, along the property lines of

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1 Stillwater. And that will connect them to the trail. And I forgot to mention that we're a historic  
2 property, and we can't make changes to the property or the house without the historic commission's  
3 permission, so I'd like to ask the Town Council to really take a serious look at this, and try to help me  
4 maintain my property in the form that it's in. If this trail were to go through it, it would probably cost  
5 about a half million dollars in property valuation to me, so thank you for your time."

6 William Gentry's wife Kathy added a few comments: "We just feel very passionately that, we  
7 came her 30 years ago, and we restored an 1890's farmhouse, it's on the state, local, and national  
8 registries, and it has protections against this kind of invasion. It's just a group of people who would  
9 like access to the trail, that live up the road from us. 3 years, we've been longtime residents and I find  
10 this very disheartening, and I hope you will do the right thing. Thank you."

11  
12 **Mayor Gilbert** thanked them for their comments.

13  
14 Next to speak was **Darren Hoch** of 1931 Gray Meadow Drive. (To view Mr. Hoch's handout,  
15 see **OTHER-2023-057**)  
16

17 "City Council, Mayor Gilbert, residents of Apex, thanks for allowing us to speak, we're here  
18 representing Woodall Estates Community and would like to share some ideas on how we could  
19 make Woodall Crest Drive safer after the unfortunate death of Ayan, which you can imagine has  
20 been very difficult for the parents, for any parent who has children and likes the spaces of Apex. I'll  
21 be the first of 4 speakers, and I'd like to spend my time sharing our history of concerns about the  
22 safety of Woodall Crest Drive. As our subdivision filled from 2017 to 2020, and more cars exited the  
23 subdivision, it became clear that we started to see some safety risks then. Never mind the future, we  
24 saw it a couple years ago. The first thing we noticed, as we all know, is that Woodall Crest Drive is a  
25 1,000 yard straightaway collector road, and despite everyone's best intentions, no matter what we  
26 do, it's a 1,000 yard road, and people are going to want to go fast on it. The other thing we noticed  
27 as a community of having a lot of children is that there were no crosswalks between Gray Meadow or  
28 Meadow Mill, which are the two streets that are adjacent to the sidewalk that leads to Scott's Ridge  
29 Elementary. We noticed there's not a well-marked across Apex Barbecue, and there's really no safe  
30 way to get over to Scott's Mill from our side. The other thing we noticed is that on the street there is  
31 no real rules there about parking, so people can park there creating blind spots, and as we all know,  
32 all these conditions culminated in what happened a few weeks ago. We attended a bunch of public  
33 hearings in 2020 with Lennar, and we learned about mixed-use development, and our takeaway  
34 from that was that there wasn't anything that could be done. There was no way to do speed bumps,  
35 there was no way to do stop signs, roundabouts, and I think we as a community kind of left  
36 disheartened, and since then, I've shared with you some packets of some correspondence, members  
37 of the board and certain residents have had with the town and with Lennar. We did a traffic study, it  
38 did result in a reduction of the speed limit, it went down to 25. I think there's still some concern that  
39 we haven't done enough yet, so I think really, the others will give some solutions here, so in  
40 conclusion, we're not trying to point fingers or assign blame, I think none of use were surprised that  
41 this happened, we saw it in the making over the years, and it's extremely unfortunate. Since that  
42 happened, no kids are out playing. Everyone is scared to death now. So, we just want to see if we  
43 can figure out here and over the next couple months, we talk about it, right, we've gotta figure out a  
44 way to make that stretch safe for the 30 kids that are inevitably going to spill there, and then

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inevitably for the couple hundred or thousands behind us that are also going to use that road. So thank you for the time."

**Mayor Gilbert** thanked Mr. Hoch for his comments.

Next to speak was **Chris Chandler** of 1936 Gray Meadow Drive: (To view Mr. Chandler's handout, see **OTHER-2023-058**)

"Thank y'all again very much, we just want to touch base on some things. One of the things I want to bring up is through studies from the national highway association and federal transportation, roads in the past have been designed to move cars down the road, move them fast. That has been changing for the last decade, according to national transportation. There's a lot of studies, a lot of groups, some of the handouts I handed you will show you some of that, I'm not going to go through that we don't have the time. They are now trying to redesign for the pedestrians and the people moving around in the communities like we do in Apex. It's not about the traffic anymore, because deaths in '21, 7,388 pedestrians were killed. That's one every 71 minutes. Some of the other people that this is affecting is also the drivers, we're all pedestrians at some point. A child's brain is not always developed. They're still growing. One thing I gave you, in '23 the average height of a car or small SUV is 5 to 6 foot. I'm 6 foot. You'll see on that paper, an 8-year-old is 47 inches to 54 inches. For a full-size truck or SUV, 6 to 7 foot. You've still got an 8-year-old that's at 48 inches. Cargo vans, Amazon, FedEx, they're 9 foot plus. With cars on the side, kids travelling, kids playing, they're much smaller than the traffic passing each other, creates a lot of blind spots. One of the things is about speed reductions in all neighborhoods, one of these studies is showing as you're slowing speed down, which is not always everything, you're going to hear about a lot of electric vehicles now for kids at play. So if you've got a car that's driving 25 miles an hour or 30, and one of these electric vehicles, scooters or bikes at 15 or 20, that impact now is higher. And you'll see in the study from the national transportation, it will talk about the speed and impact the rate of death at 30 miles an hour impact, 40% are going to die. 40 miles an hour, here's an electric scooter at 15, now you're even higher than that, 73% are going to die. So we've got to change form where we used to be to accept a lot of new things kids are doing, and adults ride. We have been travelling places, and we'll get on those electric scooters and bikes that will get you around at 15 miles an hour. 18 in some places. But that now has created an impact that is at a higher speed and runs the death rate up. Plus, in the study, you'll also see in one of them I handed you, the demographic, a lot of them, the Black, American Indian, Alaskan Native children and adults are even at some of the greater risk, so this impacts all of us in all aspects. And there's a walkability checklist I handed you that comes from the national transportation, there's things that we can do as a community for all of Apex, not just ours, but all of Apex, and we want to see our kids and all the rest of the kids growing up to be the next Apex High School State Champions, or Friendship, where our 20-year-old had went. I want to see all those go up and do that, and make Apex even bigger and brighter, and I thank y'all for y'all's time."

**Mayor Gilbert** thanked Mr. Chandler for his comments.

Next to speak was **Karen Davis** of 1914 Woodall Crest Drive:



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"We moved from Cary to Apex in 2018 because of how Apex was developing into a walkable, bikeable community with so much to offer. We enjoyed the location of our home, where we can walk to Wake Zone at Publix Pointe on a Saturday morning for coffee, or bike to downtown for the sculpture walk, lunch, shopping. But we had to strategize in order to do this safely, in order to go out of our way in some case to safely reach a place to cross the street to get to a greenway trail. We're healthy adults, and we can easily go out of our way to reach a crosswalk to cross the street safely, but this isn't the case for everyone. I'm excited about the future plans for Apex, but with our small part of town slated to be anchored by two elementary schools, additional greenway trails, potential commercial space on Salam Street between Apex Barbecue and the 540 interchange, and additional housing, we're sure to see an uptick in all kinds of traffic. Drivers, walkers, bikers alike all want to have safe access to all the things that are being offered to us in Apex. So we're asking that the Town Council take some serious consideration into making proactive decisions for moving around our town efficiently and safely on foot or by car. One step to this end is to add designated and marked crosswalks with stripes, specifically across Woodall Crest Drive at Apex Barbecue, Gray Meadow, and Aspen River Drives, there are already curbside cutouts at these intersections, and ideally these crosswalks could be raised. We would love to limit parking on Woodall Crest Drive's non-residential section by adding bike lanes, and see a three-way stop at one intersection on Woodall Crest Drive, but for now our priority is to have clearly designated crosswalks and bike lanes to provide visual cues to drivers to be mindful of pedestrians, bikes, and scooters. I should say that I have addressed this Council at two meetings in 2020 about safety concerns, and I thank engineers and all of you for reevaluating and reducing the speed limit to 25 miles an hour on Woodall Crest Drive in the past. We hope safety is at the forefront of your minds when you are contemplating decisions about continued growth and development in our town. The engineers have done a remarkable job at planning a road system that efficiently gets cars from one place to another, but communities are changing, people are moving towards other priorities when it comes to getting around. To promote walkability, pedestrian safety cannot end at the curb. Pedestrians of all ages need to be able to cross the street safely. Thank you."

**Mayor Gilbert** thanked Ms. Davis for her comments.

Next to speak was **Tabitha Smith** of 1936 Gray Meadow Drive: (To view Ms. Smith's handout, see **OTHER-2023-059**)

"So, I'm the final speaker here today. In summary, we're here to represent our neighborhood, we have other neighborhoods that are represented who will speak as well. We are advocating for our neighborhood, and some safety that involved our children. While we understand the accident that occurred in our neighborhood, our aim is to figure out how to keep our kids safe as we move forward. We are asking to put in a raised crosswalk that would be marked, there's a map on the map that I've indicated there's only one marked crosswalk that our kids can use to safely get to school. Everybody in the Woodall Estates neighborhood is not allowed to be bussed, they do have to walk. We would like to see a marked crosswalk that they have in place that, like Karen said, will draw attention to the fact that there are parents, kids, adults, we all use that and walk. We would like to ask for a bike lane to be put on Woodall Crest Drive to help with traffic, with parking. We do find that parking does aid in blocking and creating blind sights for both people who are walking/biking, and

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the cars who are using the roads. In regards to safe neighborhoods, we're just respectfully asking for a review of the 25 mile an hour speed limit that is currently in neighborhoods. We are appreciative of it being brought down from 35 to 25, but we are also recognizing that there is a lot of electric bike use, scooters, skateboards, other speed propelling devices that kids and adults are using that are now evident on our streets. The combined speeds, coupled with 25 miles an hour, does increase injury and death rates. So, we are asking for just consideration for all neighborhoods here in Apex to reconsider whether 25 is actually safe. Thank you for your time."

**Mayor Gilbert** thanked Ms. Smith for her comments.

Next to speak was Tanya Jeter of 2775 Jordan Pointe:

"Before I get started I have to say this because it's Pride, my first time getting in front of a Town Council was 1997, in Colorado Springs, Colorado. And my high school had, someone had written an article for the school about being gay, and they didn't put their name on it but the whole town was upset about it. Like "they shouldn't be in our school", so I came out in front of a whole room of angry people that I was gay and I appreciated the article. So anyways, since it's Pride it just made me think of that and I just wanted to bring that up. Moving on. It's funny, our neighborhood has the same concerns, and has gone through the same process where we have reached out to engineering, I'm in Jordan Pointe, we were given a study about traffic and where we are right now it's a 35 mile an hour zone, and just an example, 35 miles an hour goes through, and then in Jordan Pointe there's a two-sided sidewalk, double sidewalk, that the whole community uses to ride bikes, to walk their dogs, and when it gets to this Horton Ridge Road it goes to a single, and there's no sign telling you when you're coming into the neighborhood or that you're about to cross a very busy street. And even for myself, I've seen my 5-year-old just take off in his little ride-about thing without looking both ways. I've seen my dog cross there, and as we're talking about solutions, really just having a sign of kids playing, that would be an easy thing to do that would make an immediate impact to get people to slow down. Also, I love the idea of the crosswalk. You know, our community on our Facebook we're talking about it too, we're worried as well, and I wanted to show my support for this community and also just say that it is a big issue that we're all aware of. Thanks a lot."

**Mayor Gilbert** thanked Ms. Jeter for her comments.

Next to speak was **Tim Ruscher** of 3457 Barn Road

"My name is Tim Ruscher and I live in the Deer Creek community at 3457 Bar Road, just right next to the new TMSA building out there. Our community had brought up with the city engineers a couple different times, and now a third time that we're trying to address with them again in terms of traffic in our neighborhood, it doesn't connect to anywhere, there's us, there's the Retreat at Cedar Crossing, and the TMSA. The first concern we had brought up to them is that when they were developing The Retreat at Cedar Crossing, they made the entrance to their neighborhood a right-in-right-out, so that you can't turn left in to their neighborhood, sending all of their traffic down Barn Road. What we had asked for them to do was, why don't you make there's the left turn, we'll take the right-in-right-out because we can always use the other entrance to our neighborhood if that's not



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convenient for us. And frankly we were actually literally laughed at by the City engineer for making those suggestions or thinking that our input was important. The second time we conversed with them was when the development at TSA was starting, and concerns over traffic routing and how that was going to work. One of the main concerns was we were worried people were going to come down Barn Road because of the way there's a weird triangle there, and you have to turn in off of 64 and then practically make a U-turn to get around there or whatever, and we were asking can they make a left cut-across on 64 so that all the people that would invariably be coming from the eastern direction, would be able to just cut across 64 and go scoot right in and stay off of Barn Road, and again he said well we have nothing to do with that, that would be NCDOT, but you'll never get them to approve something like that. Next day, called NCDOT and of course, they had been contacted by the school that had requested that, and it was already in process, it was literally like the next week that it was starting to be built and it's great, without that I think it would be a disaster, the disaster is just over on their side and not really in our neighborhood which is good. But with the candor we experienced in conversing with the engineers, and that I know our friends over in Woodall Estates has had, it's condescending, it's smug, and it's dismissive. Every single time that we interact with the City traffic engineers. Couple that with the fact that the federal highway administration and the documents you have in front of you have common recommendations that are out there. And a quick Google search, you don't even need to print that or go into the PDF, it's right on the summary page that in residential neighborhoods, such as where there is not a center line or where there are houses on either side, they federally recommend that that be no higher of a speed limit than 20 miles an hour, and I know you're just operating on the recommendations of the engineers and what they're telling you is that every residential road nationwide is 25 miles an hour across the country. Well I moved here from Minneapolis, a lot of people have moved here from other places, and it's laughable that they would try and insist that that's still the case. I mean there's people from everywhere in Apex, and that's simply not true. Default speeds where I moved from are 15 miles an hour in a residential neighborhood, and so like they've been saying, things can be done, more things can be done, what I would request and what I would recommend is that perhaps it's time for a change in staffing, because they're not in tune with what's being federally recommended, they're being dismissive and lying to the media about how much they're being contacted by the residents, they're also lying to you by not conveying the concerns we all have, and maybe they're just not the right people for the job. Thanks."

**Mayor Gilbert** thanked Mr. Ruscher for his comments.

Next to speak was **Marvin Hymanson** of 2907 Sunflower Road:

"Good evening Mayor and Councilmembers, thank you for the opportunity for me to speak, my name is Marvin Hymanson, and I live at 2907 Sunflower Road, Apex, North Carolina, 27502. I will be brief. I am inquiring about the backlog of construction projects that are delayed, such as the Peakway Bridge, Pleasant Park, and the turn lanes for Friendship Roads. Additionally, the lack of businesses towards New Hill, and much needed transportation projects for our growing community haven't been completed. How does the Council plan to address this backlog? I provided my email on the sign-up sheet for response, and I am also here to support the next speaker, Ms. Ray Stitt. Thank you very much, Council, for allowing me this opportunity,"

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**Mayor Gilbert** thanked Mr. Hymanson for his comments.

Next to speak was **Elizabeth Ray Stitt** of 3113 Friendship Road:

"Mayor, Town Council, good evening. So, you've heard from a lot of speakers tonight about the needs to improve the safety of our roads. I've been in front of you guys many times saying hey, your budget survey from January of last year said transportation was the number 2 priority. This year's budget survey said transportation was the number 1 community priority. The economic development report that was presented to you in December said transportation was the number 1 concern for economic development. We all know from the truck study done back in 2016 with Pleasant Park that Friendship Road is rated at a level of service of F, which is the lowest level of service you can have. I have to thank a couple of people here tonight for helping us get our stop sign back up and our street sign put back up, and I know there's been some contact with the DOT. But our turn lanes are still slated out for 2026, even though you know that we have a level of service of F. So, when everybody talks about the concerns, we know that transportation needs to be funded as number 1, currently in the budget last year it wasn't funded as number 1, this year it's budgeted as number 1 priority, I know there's not a lot of time between now and June 27<sup>th</sup> to tweak numbers, but the turn lanes for Friendship Road are listed at \$250,000, and if you look at the general fund fund balance there are monies there that you could prioritize the safety of adding the street crossings that they're talking about, putting bumps in the road, putting in our turn lanes, we do need to prioritize the safety of our people more than bringing more people in, and I feel like the focus in on the Big Branch. The Big Branch Force Main was listed at \$26 million dollars in last year's budget, and this year it's at 40 million, and I have yet to see any discussion of why it jumped 14 million in one year. We need to put that on the backburner and prioritize our people who are here, we do not need anybody else getting hurt, so I ask you to please do what you can in the next two weeks, to try to accommodate some of the requests we have. Thank you."

**Mayor Gilbert** thanked Ms. Stitt for her comments.

Next to speak was **Ashutosh Bahaduk** of 1941 Melta Mill Lane

"Good evening House members, I'm the President of Woodall Estates. Just like my fellow neighbors here, we're shocked by two weeks ago the horrible incident in our community. Ayan was hit by a car and died, and we were all shocked, I have an 8-year-old who goes to Scott's Ridge, and we're kind of afraid to cross now, Woodall Crest Drive from Melta Mill Lane. And just like all the residents here, we request more crosswalks, so we can cross safely from Melta Mill Lane to go to Scott's Ridge, and maybe a speed bump at the intersection of Woodall Crest Lane, and Melta Mill Lane and Woodall Crest, and Gray Meadow and Woodall Crest, that would help more people to slow down when they're crossing. And another thing I've seen is people coming taking a left turn from Apex Barbecue towards Woodall Crest, and they're trying to beat the oncoming traffic and make a very fast left turn coming inside the community, so maybe a traffic light would help, you know that would slow down people coming in and they get their own turn to make a left turn. So, all in all, I'm in the same sentiment that my neighbors have expressed, that we need some plan to make

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1 Woodall Estates safer for our kids. I thank you very much for your service, I really enjoy staying in  
2 Apex, thanks for that, but I sincerely believe this will help address our concern. Thank you very much,  
3 have a good evening.”  
4

5 **Mayor Gilbert** thanked Mr. Bahaduk for his comments.  
6

7 With no sign ups remaining, **Mayor Gilbert** closed public forum. He emphasized that he and  
8 Council is listening, and that he invited several of the speakers tonight in order to hear concerns and  
9 information in front of Council and staff. He said they are taking this seriously. Mayor Gilbert then  
10 invited everyone to join him in a moment of silence for Ayaan Vachery.

11 After the moment of silence, **Mayor Gilbert** said they had been listening and taking notes,  
12 and will be communicating with staff throughout the process moving forward. He invited members  
13 of Council to share their thoughts.

14 **Councilmember Gray** thanked the community for coming out and talking. He said it helps  
15 provide Council with the necessary details. He said incidents like this necessitate a deep dive into all  
16 of the factors. He said the town has failed in its “Vision Zero” goal. He said the town should look hard  
17 at this incident in order to learn lessons to prevent them in the future. He added that all options are  
18 back on the table. He said that he believes, and all others on Council agree, that the death of one  
19 child is one too many, and the same goes for the injury of one. He said often the strategy the town  
20 uses is looking at traffic safety standards, but Vision Zero enables them to look at how things can be  
21 fixed and move away from status quo. He said community comments and suggestions are important  
22 in putting together the best and safest plan. He said Council would be instructing staff to provide  
23 details and data regarding potential solutions, including ones suggested by community members  
24 tonight, and that it would be discussed in a future Work Session.

25 **Mayor Gilbert** noted that there were other requests made tonight, and that staff would be  
26 directed to follow up on those as well.

27 **Mayor Pro Tempore Killingsworth** said they were all devastated when they heard the news,  
28 and the biggest thing they can do is to get the right information that can help make decisions that  
29 ensure this doesn’t happen again. She said they will be working hard to achieve this. She said staff is  
30 good at reassessing concerns like this.

31 **Councilmember Gantt** said a focus on safety was a priority of this Council. He said the town  
32 has made first of their kind safe routes to school investments in the past several years. He said the  
33 Council has the most control over are the new neighborhoods, and how they are able to direct  
34 developers through rezoning. He said he has noticed that a lot of these traffic and pedestrian safety  
35 concerns have come from developments that preceded everyone on the current Council. He said he  
36 hopes they are able to apply these unfortunate lessons in new neighborhoods moving forward. He  
37 said they will still be looking at ways to invest in traffic safety across town, and that reducing  
38 pedestrian injury and deaths is a quantifiable metric to indicate efficient spending.

39 **Councilmember Zegerman** said he spoke to some residents before the meeting, and he  
40 appreciates all of their input. He reiterated the importance of investments in sidewalks and  
41 pedestrian safety. He said it was important to recognize that the usage of town roads are changing,  
42 and alternate forms of personal transportation are becoming more popular. He said a lot of the  
43 roads in town are not built to accommodate that. He said there is work still to be done on filling in  
44 the gaps there. He added that it was important to note that this was a town-wide issue, and would

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1 impact the use of future funds. He said he appreciated all of their comments, and that the death of a  
2 child hits home.

3 **Councilmember Mahaffey** thanked his fellow Councilmembers for their comments, and said  
4 Councilmember Gray's description of what needed to be done was on point. He said it was  
5 important to acknowledge that this was a failure, because a child in the community died. He said he  
6 can't explain what he felt when he heard the news, or how he is feeling now. He said he wished there  
7 was an easy solution to this, but that they had to analyze the systems that led to this. He said it  
8 involve retrofitting older communities, designing new communities differently in the future, and  
9 considering new forms of transportation. He said all the speakers were brave for coming out and  
10 speaking about something that hurts and is difficult to talk about, and he promised this wouldn't be  
11 the last time they discussed this.

12 **Councilmember Gray** added that one system that hasn't been discussed is a change in  
13 mindset. He said the town has to change how they think about roads. He said it's shocking that some  
14 people would stop in the street to let geese cross, but not give 4 feet of space when passing a  
15 bicycle. He said the speakers tonight give him hope that there is a potential for mindset change, and  
16 asked them to continue telling their story, and that the Council will shout it.

17 **Mayor Gilbert** once again thanked all of those who came out tonight, and moved the  
18 meeting on to public hearings

19  
20 **[PUBLIC HEARINGS]** (To view public hearing sign ups, see **OTHER-2023-055**)  
21  
22

### 23 **PH1 Right-of-Way (ROW) Road Closure Request - Portion of Burma Drive**

24 **Mayor Gilbert** noted that the public notice requirements were not fully met for this item, so  
25 staff was requesting it to be moved to the August 8, 2023 Regular Town Council Meeting.  
26

27 A **motion** was made by **Mayor Pro Tempore Audra Killingsworth**, seconded by  
28 **Councilmember Ed Gray**, to be continued to the August 8, 2023 Regular Town Council Meeting.  
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30 **VOTE: UNANIMOUS (5-0)**  
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### 32 **PH2 Water and Sewer System Fee Analysis and System Development Fees**

33 **Michael Deaton**, Water Resources Director, introduced Ms. Elaine Vazquez to give a  
34 presentation.  
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1 **[SLIDE 1]**

# SYSTEM DEVELOPMENT FEE ANALYSIS

June 13, 2023

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3 **[SLIDE 2]**

## System Development Fee Analysis

- ▶ Must be prepared in accordance with Article 8 of GS 162A-8 as amended by HB 436 and modified by HB 344
- ▶ The Town's Analysis was prepared by Raftelis Financial Consultants, Inc.
  - ▶ Served as a consultant to local governments in NC and across the US since 1993
  - ▶ General Statutes require the Analysis be prepared by a financial or licensed engineering professional qualified to do so by their experience, training and education
- ▶ The analysis must document the facts and data used, application of the costing methods to the facts and data, all assumptions and any limiting conditions
- ▶ Use a 5 to 20-year time horizon

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## 1 [SLIDE 3]

### System Development Fee Analysis

- ▶ Prior to adoption of the Analysis and the Fee, the provider must post the Analysis to its website for a period of 45 days
  - ▶ A means for readers to comment to the unit must be provided
  - ▶ All comments must be shared with the professional who prepared the Analysis
  - ▶ All comments must be evaluated to determine if a change in the Analysis or Fee is necessary
    - ▶ *No comments were received*
- ▶ Also, a public hearing must be held by the unit prior to adoption of the Analysis and Fee
- ▶ The Analysis and Fee must be reviewed and updated at least once every 5 years.

## 2 3 [SLIDE 4]

### System Development Fees

- ▶ One time fees charged to new customers, developers or builders to recover a share of the cost of providing service availability and capacity
- ▶ HB 436 creates uniform ability for all public water and sewer providers to charge system development fees
- ▶ All system development fees charged on and after July 1, 2018 must be calculated in accordance with HB 436
- ▶ The Analysis must document the fee per service unit and include a table for various level of demand or an equivalent unit costs per unit of demand
- ▶ Fees are determined using one of three costing methods, the Buy-In Approach, the Incremental Cost Approach or the Combined Approach

## 4 5 [SLIDE 5]

### Water System Development Fee Cost Method

- ▶ The Water Development Fee was determined using the Buy-In Method
  - ▶ The capacity for current and future customers during the 5- year planning horizon has already been constructed
- ▶ Based upon fixed assets in place on June 30, 2022
  - ▶ The depreciated value is adjusted to the replacement costs new less depreciation (RCNLD)
- ▶ Adjustments to the RCNLD
  - ▶ Add construction in progress and developer reimbursements
  - ▶ Deduct contributed assets and outstanding principal
- ▶ Costs per gallon per day are determined based upon treatment capacity and the adjusted RCNLD

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1 **[SLIDE 6]**

## Water System Development Fee

Buy-In Method	Water
Adjusted RCNLD	\$90,038,989
Total Treatment Capacity (gallons)	12,880,000
Costs per Gallon per Day (GPD)	\$6.99
GPD per ERU (1)	256
Calculated Fee per ERU	\$1,788
Existing Fee per ERU	\$1,783

(1) Based on information provided in the *Service Area Planning Forecast Technical Memorandum: Long Range Water Resources Plan* prepared by HDR in October of 2022.

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3 **[SLIDE 7]**

## Sewer System Development Fee Cost Method

- ▶ The Sewer System Development Fee was determined using the Combined Method, a combination of the Buy-In and Incremental Cost Methods
  - ▶ Big Branch 2 pump station and force main is needed over the next 5 years to serve new sewer customers
- ▶ The Buy-In Method calculation was prepared in the same manner as was used for the Water Development Fee calculation
- ▶ The Incremental Costs Method used the costs of assets whose construction was in progress or would begin during the 5-year planning horizon.
  - ▶ Incorporate 25% for a debt/revenue credit as required by HB 436
- ▶ The costs and capacity are then combined and an average cost per day calculated.

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5 **[SLIDE 8]**

## Sewer System Development Fee

Sewer Fee	Buy-In Method	Incremental Cost	Combined
Adjusted RCNLD/Cost of Improvements	\$133,316,000	\$36,720,000	\$170,036,040
Less: Debt/Revenue Credit	-\$39,982,689	-\$2,526,321	-\$42,509,010
Net Cost	\$93,333,351	\$34,193,679	\$127,527,030
Treatment Capacity (1)			8,920,000
Weighted Average Cost per Day			\$14.30
GPD per ERU (2)			300
Calculated Fee			\$4,290
Current Fee			\$3,675

(1) The Big Branch 2 pump station will provide additional pumping capacity of 1.44 MGD but will not add any additional treatment capacity.  
 (2) Reflects the amount of permitted capacity required by the state of North Carolina Department of Environmental Quality (NCDEQ) for planning and engineering design purposes and the sewer permitting flow reduction authorized by NCDEQ.



1 [SLIDE 9]

## Comparison of Proposed System Development Fees to Other Local Governments

Local Government	Water Development Fee	Sewer Development Fee	Combined
Apex (proposed)	\$1,788	\$4,290	\$6,078
Cary (1)	\$2,548	\$3,581	\$6,129
Holly Springs (2)	\$6,162	\$5,538	\$11,700
Fuquay-Varina (3)	\$3,912	\$3,891	\$7,803
Chatham County	\$3,431	Not Applicable	
Harnett County	\$2,000	\$2,500	\$4,500
Hillsborough	\$3,864	\$3,243	\$7,107

(1) Source: Town of Cary FY 2024 Recommended Budget - Schedule of Fees and Charges  
 (2) Source: Town of Holly Springs FY 2024 Recommended Budget - Fee Schedule  
 (3) Source: Town of Fuquay-Varina FY 2024 Recommended Budget - Fee Schedule

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4 **Councilmember Zegerman** asked how an average unit could create more sewage than tap  
5 water it takes in.

6 **Ms. Vazquez** said one the sewer side of things, state guidelines have a requirement over  
7 what is necessary to avoid overflows. She said it looks at what the system is designed rather than at  
8 overall water use.

9 **Councilmember Zegerman** asked if developers understand this distinction.

10 **Ms. Vazquez** said that most are familiar with state guidelines, and that they cite the sources  
11 in the report. She added that the standard specifications also mention the 300 gallons per day.

12 **Councilmember Mahaffey** said he was assuming they should choose the one that calculates  
13 the highest fee. He was wondering if they didn't have multiple options in certain circumstances.

14 **Ms. Vazquez** said they do have discretion, but in their report, they used what they felt was  
15 most appropriate, factoring in project timelines.

16 **Councilmember Mahaffey** wondered if the fees wouldn't be calculated based on the town's  
17 plan to build a new water tower or something similar.

18 **Ms. Vazquez** said yes, they looked at projects planned for the next 5 years, and there were  
19 no water projects with significant capacity planned in that timeframe.

20 **Councilmember Zegerman** asked if the planned water tower by Pleasant Park was included.

21 **Director Deaton** said that was already funded, so it was not included in the current CIP. He  
22 said they are in the design process for that now.

23 **Councilmember Mahaffey** asked if there was an explanation for the water development fees  
24 for Apex being so much lower than the surrounding areas it was compared to.

25 **Ms. Vazquez** said it depends on what is in their CIP and the denominators used.

26 **Councilmember Mahaffey** said he thought the town used the same system as Cary.

27 **Ms. Vazquez** said the treatment system was the same, but all of the other factors are where  
28 the differences are.

29 **Councilmember Mahaffey** asked if the GPD per ERU value was something they could set,  
30 and they could just set it at 300 gallons.

31 **Ms. Vazquez** said per the legislation, it needs to be what is used for planning and  
32 engineering purposes.



## DRAFT MINUTES

**Councilmember Mahaffey** said they could tell everyone to plan and engineer for 300 gallons.

**Councilmember Gantt** said this would open the town up to potential lawsuits, and that something like this has happened before.

**Councilmember Mahaffey** said he just thinks that people should have adequate access to water.

**Ms. Vazquez** said engineering studies and state guidelines typically inform what the gallons per day is set at.

**Councilmember Mahaffey** wanted to know where the 256 gallons per day came from.

**Ms. Vazquez** said it was based on the master plan, looking at multiple factors, and these numbers are the most current for water as the master plan was released in October 2022.

**Councilmember Mahaffey** asked Director Deaton where the number came from.

**Director Deaton** said the consultant group who did the study came up with the number using raw water usage data, number of units, and population. He said on the sewer side, the 300 is a permitting number. He said new developments have to have sewer capacity for 300 gallons a day. He said the state requirement is 360 gallons per day, but around 2000, the town got a reduction to 300 based on flow data. He said the number is 250 for condo and apartment units.

**Councilmember Zegerman** asked if the CIP included the Western Wake Reclamation Plant.

**Director Deaton** replied that it was outside the 5-year timeframe.

**Councilmember Zegerman** wondered why this wouldn't be accounted for now, since it is a major project in the future and one that would need a lot of funding. He said he was concerned about this skyrocketing fees on the next revision of this in 5 years, since it would all be accounted for in a shorter timeframe. He said the town may want to use a 10-year timeframe, since that is allowed by the legislation, in order to account for this project.

**Ms. Vazquez** said they could change the timeframe, but they chose to look at a 5-year time period since projects in the future have a higher likelihood of shifting their timeframes.

**Councilmember Zegerman** said it would still be prudent to start collecting money for a major project like this earlier, rather than having to do something like taking out a bond in the future.

**Ms. Vazquez** said system development fees collected could still go towards projects outside of the 5-year scope.

**Councilmember Zegerman** asked if the project was anticipated to be fully covered by the fees that are collected and saved up, or if debt was anticipated in order to fund it. He said if the plan was to take on debt, then the current fee proposal was too low.

**Ms. Vazquez** said customers would continue to connect even after these 5 years, and would offset any cost of potential debt incurred at the beginning of a project.

**Councilmember Zegerman** asked if that analysis has been done. He said it feels like it would be a decision made with incomplete information without it.

**Director Deaton** said the CPI takes into account the Long-Range Water Resources planning process.

**Councilmember Zegerman** said his question was if the future CIP needs were adequately covered based on the fees recommended.

**Director Deaton** said he didn't have that answer.

**Transportation and Infrastructure Director Johnson** said they didn't know the cost of it yet.

**Councilmember Zegerman** said they could estimate it, and that it should still be considered.

## DRAFT MINUTES

**Councilmember Gantt** said he wondered if the request should be to extend to a 10-year CIP. He said he usually thinks 5 is too long, but in this case, it makes sense.

**Councilmember Zegerman** said he feels this analysis should include a 10-year timeframe in order to capture the Western Wake Reclamation facility, since it is such a large project.

**Mayor Pro Tempore Killingsworth** said Councilmember Zegerman has a good point, and that it may be a good idea to plan for that large expansion now rather than in 5 years.

**Councilmember Mahaffey** said growth in Apex is starting to slow down, and looking at the projections and the fees over the next 5 years, he believed it would result in lost revenue. He said he is concerned the homes connecting in 5 years wouldn't be able to compensate for the increase in the fee, if it was adjusted then to include the Western Wake project.

**Councilmember Zegerman** said he agreed, and said not accounting for it now may jeopardize the possibilities of it coming to fruition.

**Town Manager Crosby** asked if there was a way to do the analysis accounting for 10 years down the road.

**Ms. Vazquez** said yes, but there would be questions about the process for advertising and republishing a new report.

**Councilmember Mahaffey** wanted to confirm that this could be revised annually, and that a different analysis could be used for next year's budget.

**Ms. Vazquez** said yes.

**Mayor Pro Tempore Killingsworth** said it would be much better to fund it than to take on new debt.

**Mayor Gilbert** opened public hearing for this item. With no one signed up, he closed public hearing and moved discussion back to Council.

**Councilmember Gray** said that knowing they could change this annually, it would be good to approve this now, and allow staff a year to do a new report for the next budget. He said he was concerned about looking as if there was an arbitrary increase in fees simply just to increase revenue. He said it's important to have a reason for it, which could be found in an analysis including the future projects farther down the road.

**Councilmember Zegerman** said he would want this process next year to start earlier, so they aren't having to discuss these things 2 weeks before passing the budget.

**Councilmember Mahaffey** said he wanted to have a broader discussion regarding the slowing growth of the town. He said they need to plan for how to manage that, as fee revenue across the board will be decreasing. He said he wanted to know if staff could look at the impact on the budget over the next few years of this projected growth. He said a work session on that topic would be good. He said he agreed that they should pass this tonight, since staying with last year's fees would be lower than this.

A **motion** was made by **Councilmember Ed Gray**, seconded by **Councilmember Terry Mahaffey**, to approve the Water and Sewer System Development Fees.

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

## DRAFT MINUTES

### OLD BUSINESS

#### ~~OB1—Fiscal Year 2023-2024 - Annual Operating Budget and Fee Schedule Adoption~~

~~Amanda Grogan, Director, Budget and Performance Management Department~~

~~This item was pulled and placed on June 27, 2023 Regular Council Meeting.~~

#### ~~OB2—Fiscal Year 2023-2024/2027-2028 - Capital Improvement Plan (CIP)~~

~~Amanda Grogan, Director, Budget and Performance Management Department~~

~~This item was pulled and placed on June 27, 2023 Regular Council Meeting.~~

### [NEW BUSINESS]

#### **NB1 Interlocal Agreement with Wake County Board of Education (BOE) - Infrastructure Provision to Support Public School Facilities - Felton Grove High School Project - Thriftwood Drive and Derry Down Lane**

**Councilmember Zegerman** said this was the item he requested to be moved to new business. He said he wanted to pull this from consent mostly for the sake of transparency. He said it was important to discuss items with costs this high. He said either way they would have to fund this, because of state law requiring them to fund road improvements near new school developments. He said the allocations have already been made, and he just wanted to be transparent about 2.25 million dollars, and how they didn't have a choice in spending it.

**Councilmember Mahaffey** said he would never pass up an opportunity to complain about this law. He said it's a terrible law, and essentially it means state dollars for school construction cannot go to surrounding and supporting roads and infrastructure. He said towns have to build the roads. He said it's the same process as roads being constructed as part of a development, but at the end the town has to pay for it rather than a developer. He said this isn't the first time it has happened, and it won't be the last. He said there will likely be improvements needed with any new school. He added that the state would be incentivized to make better choices if the cost of the infrastructure was also connected to the cost of the land for the school for them. He said it also encourages town to avoid new schools, and that some towns can't afford the requirements new schools bring for this. He said the cost fully falls on the municipality the school is physically in, even if it serves students from other municipalities.

**Councilmember Gantt** said he agreed about Councilmember Mahaffey's point regarding incentives, and led to a divided vote on the Council for the school in 2020. He said he felt the school was in a poor location, and that he was on the losing side of that vote in voting against in for that reason.

**Councilmember Gray** said he didn't think this was that bad. He said it was good that they would be able to control the street. He said he trusts the town's traffic engineers more than the states. He said this was a cost he didn't mind.

**Councilmember Zegerman** said this was 2.25 million dollars that could have been spent elsewhere. He said the school is in the very southeast of the municipality, and would mostly support

## DRAFT MINUTES

students from Cary and Holly Springs. He reiterated they didn't have a choice here, but wanted to discuss for transparency.

A **motion** was made by **Councilmember Ed Gray**, seconded by **Councilmember Terry Mahaffey**, to approve the Interlocal Agreement with Wake County Board of Education for Infrastructure Provisions for Felton Grove High School

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

### [UPDATES BY TOWN MANAGER]

**Town Manager Crosby** said Pride Weekend was great, and she enjoys events being at the town campus. She said she was looking forward to the Juneteenth event this Saturday from 11-6. She said the town would be closed Monday, June 19<sup>th</sup> in recognition of Juneteenth. She gave a shout out to Shannon Cox, who was recognized as a "mover and shaker" in Cary Magazine.

### [CLOSED SESSION]

A **motion** was made by **Councilmember Gray**, seconded by **Councilmember Arno Zegerman**, to enter into Closed Session for the two items as noted below (CS1 and CS2).

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

Council moved into closed session at 7:52 p.m.

#### **CS1 Laurie Hohe, Town Attorney, Legal Department**

##### **NCGS §143-318.11(a)(3):**

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

#### **CS2 Audra Killingsworth, Mayor Pro-Tempore**

##### **NCGS §143-318.11(a)(3):**

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

Council returned to open session at 8:41 p.m.

**Councilmember Gray** said he wanted to ask Personnel Committee to look at the process for how town employees can bring up grievances or concerns to the proper level. He said this may include the use of someone like an inspector general. He said he thinks this should also be something that is available to immediate former employees as well.

## DRAFT MINUTES

### [ADJOURNEMENT]

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

Jacques K. Gilbert  
Mayor

Allen Coleman, CMC, NCCCC

Town Clerk to the Apex Town Council

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

## DRAFT MINUTES

**TOWN OF APEX  
TOWN COUNCIL WORK SESSION  
TUESDAY, JUNE 20, 2023  
3:30 P.M.**

The Apex Town Council met for a work session on Tuesday, June 20, 2023 at 3:30 p.m. at the Apex Town Hall located at 73 Hunter Street in Apex North Carolina.

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

<https://www.youtube.com/watch?v=PSWZ9vNnsHg>

### **[ATTENDANCE]**

#### Elected Body

Mayor Jacques K. Gilbert (presiding)

Mayor Pro-Tempore Audra Killingsworth

Councilmember Brett Gantt

Councilmember Ed Gray

Councilmember Terry Mahaffey

Councilmember Arno Zegerman (left the meeting early - see note in the minutes)

Absent: None

#### Town Staff

Town Manager Catherine Crosby

Deputy Town Manager Shawn Purvis

Assistant Town Manager Demetria John

Assistant Town Manager Marty Stone

Town Attorney Laurie Hohe

Town Clerk Allen Coleman

Deputy Town Clerk Ashley Gentry

Information Technologies Director Erika Sacco

All other staff members will be identified appropriately below.

### **[COMMENCEMENT]**

**Mayor Gilbert** called the meeting to order at 3:36 p.m. and led the Pledge of Allegiance.

**Town Manager Crosby** said the meeting today was simply a status update for Council, and all of the projects would need to come back to Council in the future.

## DRAFT MINUTES

### [ITEM NO. 1 - ADVANCED METERING INFRASTRUCTURE (AMI) UPDATE]

**Assistant Town Manager Stone** gave updates regarding the AMI upgrade. He said they hope to have a contract in place within the next month. He said his team has worked really hard on getting terms that are good for the town. He said once the contract is in place, they will begin implementing infrastructure improvements and testing the meters to ensure accuracy, before rolling them out to utility customers.

**Councilmember Gantt** asked if the new builds in the past two years have had these installed.

**Assistant Town Manager Stone** said what has been put on those builds has been completely different technology from this. He said this new technology will no longer require the drive by, he said the actual water meters will still be compatible, but they will need to replace the electronic components in the older models to have them work with the AMI. He said all components would need to be switched out for electric meters.

**Councilmember Mahaffey** said this sounds like a big project, and asked if the town would be able to get 26,000 meters.

**Assistant Town Manager Stone** said once the contract goes through, it would be about 12 months before rollout is able to begin to allow time to get the base system running and have everything get verified. He said after that, it would be a two-year (or less) process to get all of the units switched out. He said contractually the vendor would have to be done within that two-year window after system verification.

**Councilmember Zegerman** asked if that would mean the total time was two years from when the contract was signed.

**Assistant Town Manager Stone** said it would be two years from when the system was accepted by the town, which would mean about three years total from when the contract was signed.

**Councilmember Mahaffey** said that didn't sound that bad to him, and that he would be worried if this was something that could take up to a decade.

**Assistant Town Manager Stone** said the delay for this project ended up being good because it allowed time for IT to work out the Enterprise Resource Planning (ERP) system.

**Councilmember Mahaffey** wanted to clarify that currently the drive by system was able to read the meter electronically, and that is wasn't a proprietary technology.

**Assistant Town Manager Stone** said all systems are proprietary, this is just a different vendor with a different technology.

**Councilmember Mahaffey** asked if these would be compatible with each other as it was rolling out, or if there would be a need to track which customers had which system and use different methods for both.



## DRAFT MINUTES

**Assistant Town Manager Stone** said there will be a meter data management system on the next Council agenda, and that would help in organizing the data from the different sources to allow it all to be integrated into the new ERP.

**Councilmember Gantt** wondered if people would be notified when meter switch outs would be occurring, so they weren't scared by someone coming to their home unexpectedly.

**Assistant Town Manager Stone** said there will be a whole communication plan before the meter rollout happens with all of that information.

### [ITEM NO. 2 - ENTERPRISE RESOURCES PLANNING SYSTEM (ERP) UPDATE]

**IT Director Erika Sacco** gave an overview presentation regarding the Enterprise Resource Planning (ERP) Assessment Project

### [ERP - SLIDE 1]

PANORAMA  
CONSULTING SOLUTIONS



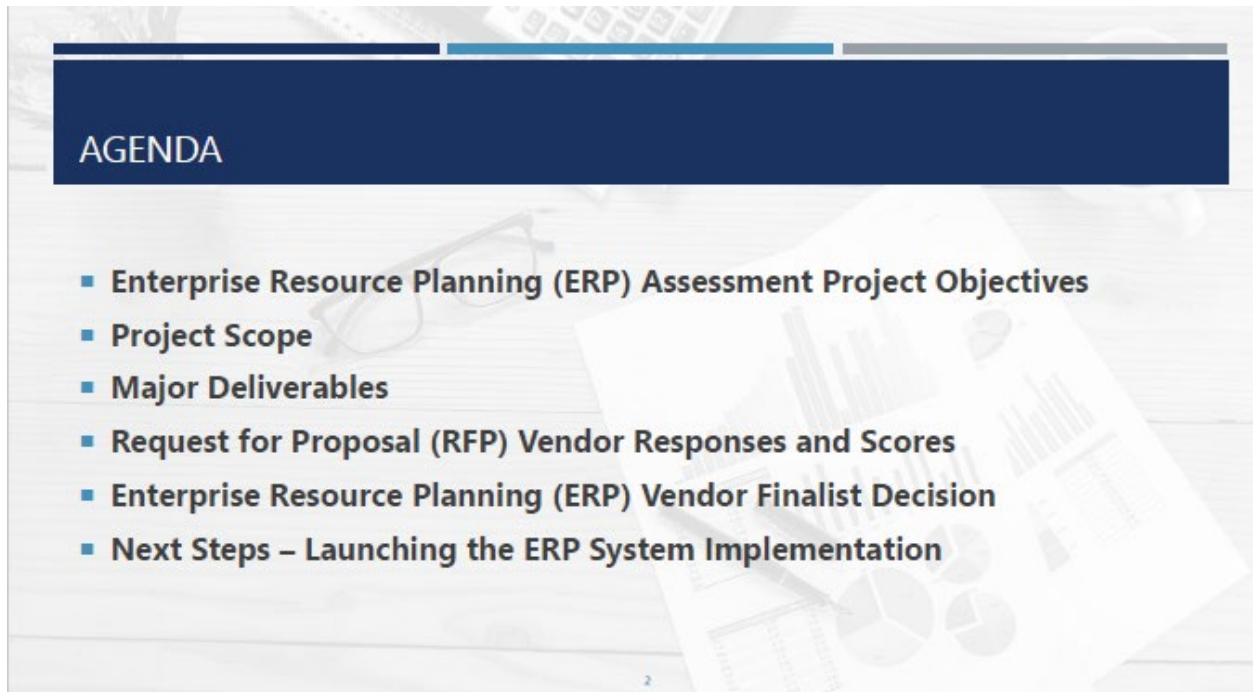
## Enterprise Resource Planning (ERP) Assessment Project Overview - JUNE 20, 2023





## DRAFT MINUTES

### 1 [ERP - SLIDE 2]

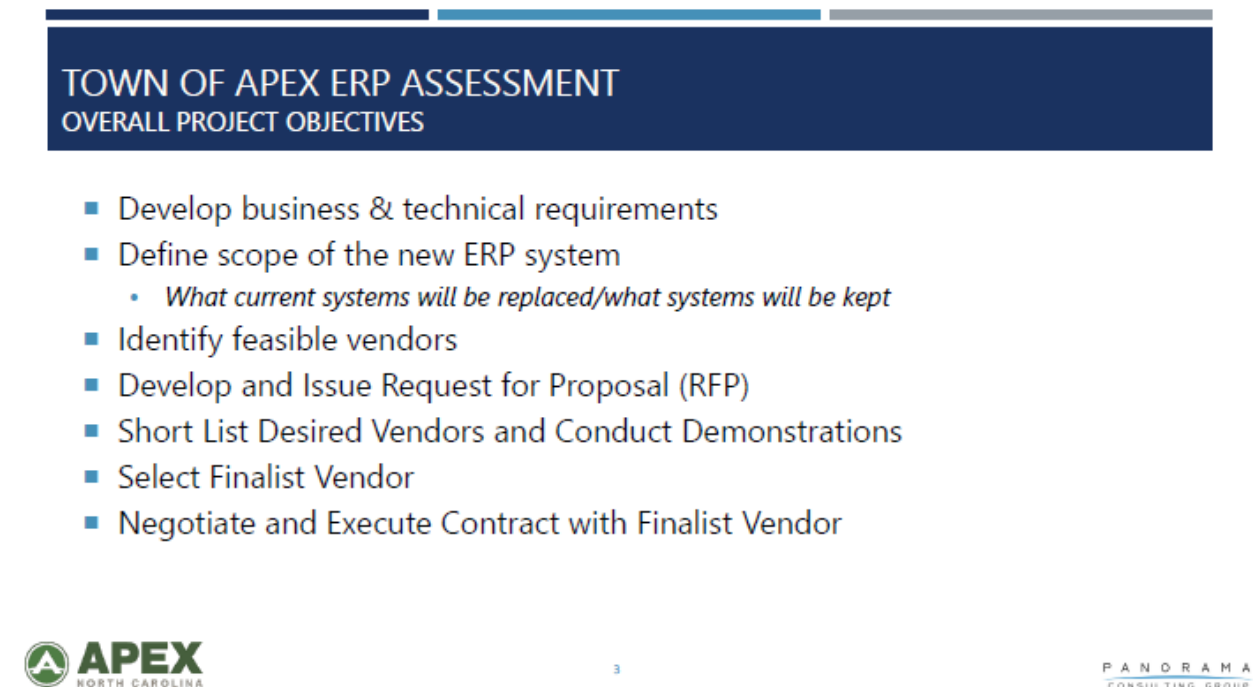


Slide 2: AGENDA

- Enterprise Resource Planning (ERP) Assessment Project Objectives
- Project Scope
- Major Deliverables
- Request for Proposal (RFP) Vendor Responses and Scores
- Enterprise Resource Planning (ERP) Vendor Finalist Decision
- Next Steps – Launching the ERP System Implementation

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### 3 [ERP - SLIDE 3]



Slide 3: TOWN OF APEX ERP ASSESSMENT OVERALL PROJECT OBJECTIVES

- Develop business & technical requirements
- Define scope of the new ERP system
  - *What current systems will be replaced/what systems will be kept*
- Identify feasible vendors
- Develop and Issue Request for Proposal (RFP)
- Short List Desired Vendors and Conduct Demonstrations
- Select Finalist Vendor
- Negotiate and Execute Contract with Finalist Vendor

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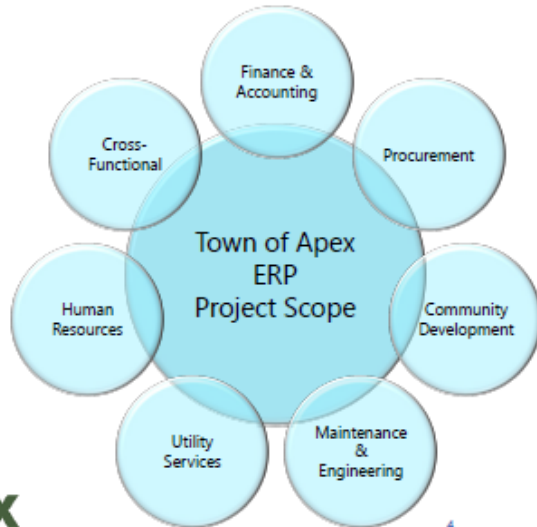
 

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## DRAFT MINUTES

### 1 [ERP - SLIDE 4]

#### TOWN OF APEX ERP ASSESSMENT PROJECT SCOPE: MAJOR FUNCTIONAL AREAS



- *These functional areas do not map 1:1 with the Town's departments*
- *Multiple departments will share the system's capabilities in these areas*
- *Time to break the silos*



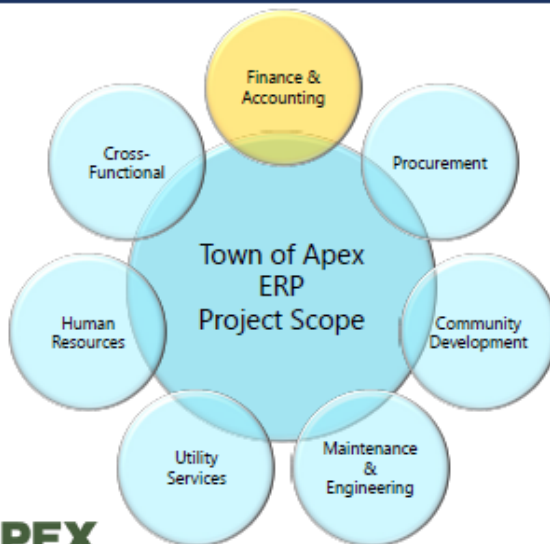
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CONSULTING GRO

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3 **Councilmember Zegerman** left the meeting at 3:47 PM.

### 4 [ERP - SLIDE 5]

#### TOWN OF APEX ERP ASSESSMENT PROJECT SCOPE: FINANCE & BUDGET



#### Functions/Topics

- Budgeting
- Revenue Management
- P-Card Management
- Accounts Payable
- General Ledger
- Bank Reconciliations
- Internal Auditing



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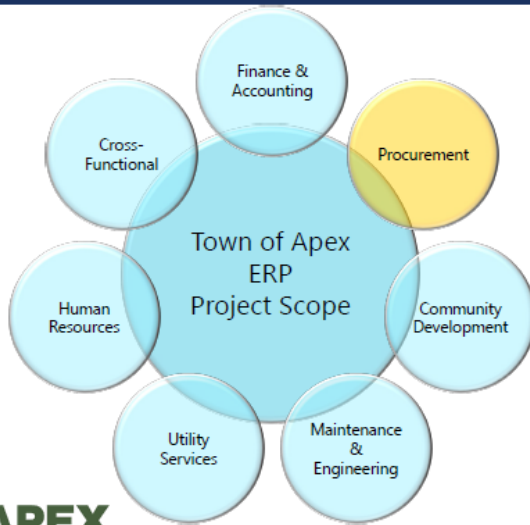
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## DRAFT MINUTES

### 1 [ERP - SLIDE 6]

#### TOWN OF APEX ERP ASSESSMENT PROJECT SCOPE: PROCUREMENT



#### Functions/Topics

- Contracts
- Vendor Data Management
- Purchasing
- Inventory Planning & Control
- Service Orders

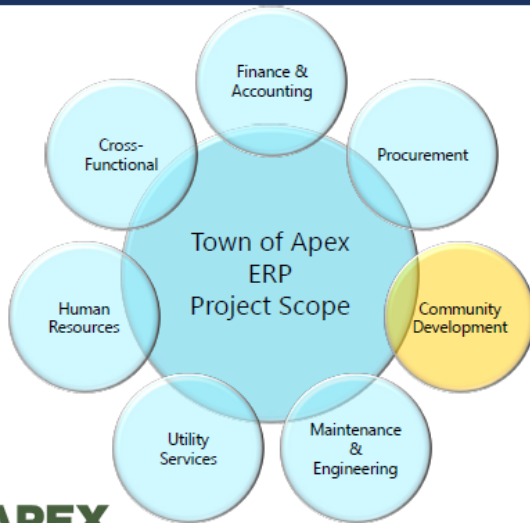


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### 2 3 [ERP - SLIDE 7]

#### TOWN OF APEX ERP ASSESSMENT PROJECT SCOPE: COMMUNITY DEVELOPMENT



#### Functions/Topics

- Projects & Parcels
- Planning
- Permits
- Inspections
- Fee Application & Collection
- GIS



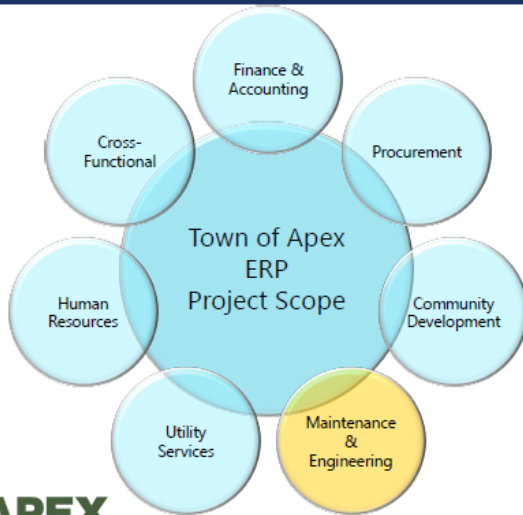
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## DRAFT MINUTES

### 1 [ERP - SLIDE 8]

#### TOWN OF APEX ERP ASSESSMENT PROJECT SCOPE: MAINTENANCE & ENGINEERING



#### Functions/Topics

- Road Maintenance
- Infrastructure Maintenance
- Facilities Maintenance
- Grounds Maintenance
- Fleet Management



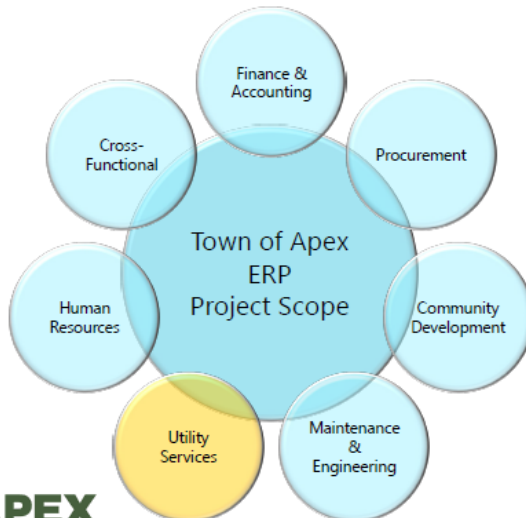
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### 3 [ERP - SLIDE 9]

#### TOWN OF APEX ERP ASSESSMENT PROJECT SCOPE: UTILITY SERVICES



#### Functions/Topics

- Utilities Maintenance
- Connects/Disconnects
- Revenue Collection
- Meter Services
- Asset Maintenance



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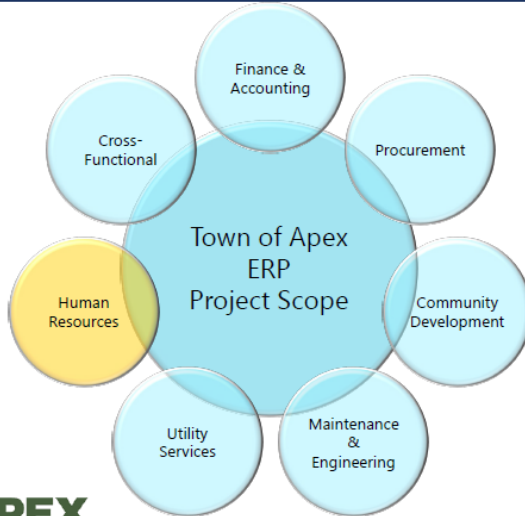
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## DRAFT MINUTES

### 1 [ERP - SLIDE 10]

#### TOWN OF APEX ERP ASSESSMENT PROJECT SCOPE: HUMAN RESOURCES



#### Functions/Topics

- Talent Acquisition
- Onboarding/Offboarding
- Employee Maintenance
- Pay Administration
- Benefits/Tax Deduction Management
- Position Control

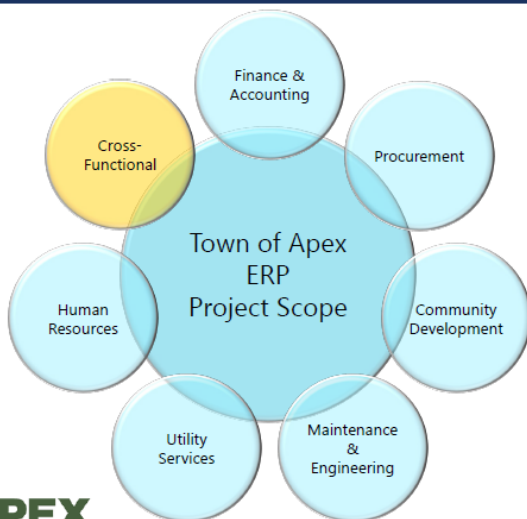


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### 2 3 [ERP - SLIDE 11]

#### TOWN OF APEX ERP ASSESSMENT PROJECT SCOPE: CROSS-FUNCTIONAL



#### Functions/Topics

- System Navigation & User Experience
- Security & Compliance
- System Administration
- Integration & Communications
- Workflows, Notifications & Alerts
- Document Management
- Queries, Reporting & Dashboards



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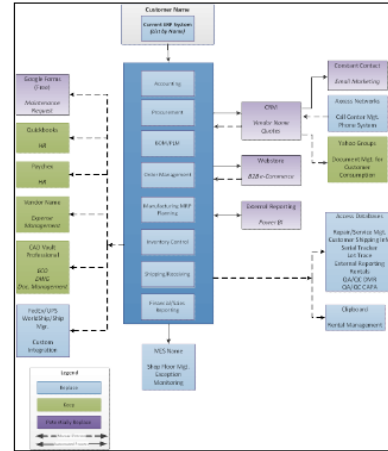
# DRAFT MINUTES

## 1 [ERP - SLIDE 12]

### TOWN OF APEX ERP ASSESSMENT MAJOR DELIVERABLES

Client/Customer Logo	Client/Customer Name	Project/Job Area	Requirement	Notes/Comments	Priority (High/Low)	Status (Open/Closed)
	<CUSTOMER NAME> ERP REQUIREMENTS	FUNCTIONAL AREA 1				
		Requirement 1				
		Requirement 2				
		Requirement 3				
		Requirement 4				
		Requirement 5				
		Requirement 6				
		Requirement 7				
		Requirement 8				
		Requirement 9				
		Requirement 10				

Prioritized System Requirements



Current State IT Landscape

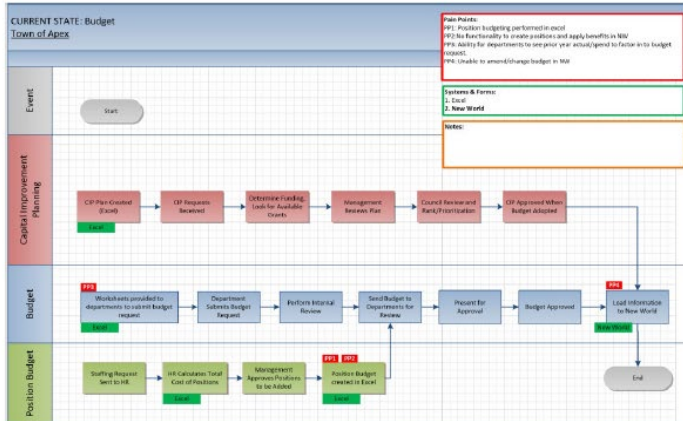


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## 3 [ERP - SLIDE 13]

### TOWN OF APEX ERP ASSESSMENT MAJOR DELIVERABLES - CURRENT STATE PROCESS MAPS



Current state processes and work steps were documented along with:

- Work tasks
- Supporting systems
- Document/data flow
- Pain points



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## DRAFT MINUTES

### 1 [ERP - SLIDE 14]



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### 3 [ERP - SLIDE 15]

## % FIT SCORES BY FUNCTIONAL AREA ALL PRIORITIES

Functional Area	BS&A Software	OpenGov	Central Square	Origin	Edmunds GovTech	Tyler Tech	Infor (RPI Consultants)	Smart Energy Water	NewEdge /Cityworks
± Cross Functional	78.3%	73.9%	100.0%	97.8%	91.3%	100.0%	95.7%	100.0%	95.2%
± Finance & Accounting	87.3%	62.7%	93.0%	91.7%	91.3%	92.9%	90.3%	0.0%	0.0%
± Human Resources (HCM)	82.8%	60.0%	92.9%	99.4%	60.0%	98.5%	94.3%	0.0%	0.0%
± Permits & Inspections	78.6%	100.0%	100.0%	92.9%	85.7%	96.4%	92.9%	0.0%	91.4%
± Project Management	60.0%	0.0%	99.0%	95.0%	0.0%	90.0%	100.0%	0.0%	80.0%
± Supply Chain Management	38.7%	32.3%	87.1%	98.4%	87.1%	99.7%	100.0%	32.3%	64.5%
± Utility Billing	100.0%	86.2%	60.0%	100.0%	100.0%	100.0%	98.3%	100.0%	0.0%
± Work Order Management	0.0%	77.1%	100.0%	100.0%	78.6%	100.0%	100.0%	100.0%	100.0%
Grand Total	76.9%	62.4%	90.7%	95.7%	81.4%	96.3%	94.1%	24.4%	24.6%

Identify requirements listed for each section (vendor responses)



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5 **Councilmember Gantt** asked if these were all the same as far as importance goes.

6 **Director Sacco** said the town wants to keep all of these functionalities, but that they  
7 could use multiple vendors for different functions if the integrations were smooth with each



## DRAFT MINUTES

other. She said some of the vendors who could not offer certain functionalities could pair up with another that does, so the possibilities are broader than just one company.

**Councilmember Gantt** asked if the 0's meant they couldn't offer it and couldn't integrate with another company/software.

**Director Sacco** said that just mean they didn't offer a functionality themselves, and that potential integration capabilities weren't assessed at this stage.

**Councilmember Gantt** said he was surprised these companies didn't all have at least moderate capabilities in all of these capacities, considering so many municipalities have all of these services.

**Director Sacco** said some of these companies are very niche, and have specified roles. She said there weren't as many options that broadly covered all government services.

**Councilmember Mahaffey** asked what consideration was given to training and integration for staff with these new products, and if the upgrade version of what the town currently uses would be simpler.

**Director Sacco** said it was going to be sunset by the company that bought it, so the new version is going to be different anyway.

**Councilmember Mahaffey** said this seems like a massive project.

**Director Sacco** said it is, and the care that has been taken throughout will be discussed as well. She said they have been working on this for a long time, and are working to ensure the data can be migrated cleanly when the transition begins. She said whoever they go with has to be able to provide training and support moving forward.

### [ERP - SLIDE 16]

#### OVERALL DEMONSTRATION SCORES

	Option A	Option B	
	Tyler	RPI/Infor	SEW
General - Vendor Overview	3.6	3.3	4.0
Average of RPI/Infor & SEW		3.7	
<b>Total Score</b>	<b>3.6</b>	<b>3.7</b>	
Cross Functional	3.8	3.4	
Finance & Accounting	3.6	3.6	
Planning/Project Management	3.7	3.4	
Permits & Inspections	3.6	3.7	
Supply Chain Management	3.4	3.3	
Human Resources	3.1	4.3	
<b>Total Score</b>	<b>21.2</b>	<b>21.7</b>	
	Tyler	SEW	
Utility Billing	3.8	3.8	
Work Order Management	3.5	3.2	
<b>Total Score</b>	<b>7.3</b>	<b>7.0</b>	
<b>Overall Score</b>	<b>32.1</b>	<b>32.4</b>	

Top 2 vendor picks by  
Core ERP Team:

- *Tyler Technologies*
- *RPI/Infor/SEW*



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## DRAFT MINUTES

### 1 [ERP - SLIDE 17]

#### REFERENCES CONTACTED



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### 2 3 [ERP - SLIDE 18]

#### ERP FINALIST DECISION – OPTION A – RPI (INFOR) & SEW

Current State	Option A : RPI & SEW	Option B : Tyler Tech
Cornerstone	Infor CS Extended	Cornerstone
New World Human Resource	Infor CS Essentials	Munis
eHuman Resources	Infor CS Essentials	Munis
Executime	Infor CS Extended	Executime
Finance & HR	Finance & HR	Finance & HR
New World Finance	Infor CS Essentials	Munis
Budget	Infor CS Essentials (Questica)	Munis
Permits & Inspections	Permits & Inspections	Permits & Inspections
New Word Permits & Inspection	Infor IPS/IDT	Civic Services
ePermits	Infor IPS/IDT	Civic Services
Planning	Planning	Planning
New World Planning	Infor IPS/IDT	Civic Services
IDT	IDT* API Integration	Civic Services* No Integration with IDT
Supply Chain	Supply Chain	Supply Chain
New World Supply Chain	Infor CS Essentials	Munis
Utility Billing	Utility Billing	Utility Billing
New World Utility Billing	SEW	Munis
eSuites	SEW	Munis
Tyler Cashiering	SEW	Tyler Cashiering
Work Order Management	Work Order Management	Work Order Management
Cityworks	Cityworks* API Integration	Enterprise Asset Management
DataVoice*No Integration, CVS Import Only	DataVoice*Full API Integration	DataVoice*No Integration, CVS Import Only, Requires two separate resident facing apps.
LEGEND		
Current State		
Tyler Tech Software		
RPI & SEW Software		

Core ERP Choices:

- Current State  
New World/Tyler
- RPI/Infor/SEW
- Tyler Technologies



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## DRAFT MINUTES

1 [ERP - SLIDE 19]

### ENTERPRISE RESOURCE PLANNING PROJECT UPDATE:



#### ERP Project Status Update:

- Phase 3 of the Enterprise Resource Planning (ERP) Project is on schedule.
- All contracts have been signed and POs are scheduled to be open.
- Estimated completion date: Summer 2024.
- Finance, HR, and Budget to begin initially.
- Planning sessions with RPI, Milsoft, and SEW coming soon



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3 **Councilmember Gantt** wanted to hear about how future projects (such as the AMI)  
4 were considered as part of the capabilities for these vendors.

5 **Director Sacco** said this was baked in, and that the new systems such as the AMI will  
6 be able to work with this new ERP system.

7 **Councilmember Gantt** asked if these would allow updates to come more quickly with  
8 the data.

9 **Director Sacco** said yes, it would allow updates to be much more frequent, possibly  
10 coming in every 5-10 minutes for the AMI, rather than once daily.

11 **Councilmember Gray** said he was extremely impressed at the progress made for  
12 such a complex project. He asked what the plan was to inform the public about potential  
13 hiccups during the transition period, and what the plan is for how to mitigate issues.

14 **Director Sacco** said there will be consultants that help the town throughout the  
15 process, and that support for problems that arise is baked into the contracts in some ways.  
16 She said there will likely be some soft launches, but there will be issues. She said there's data  
17 management people, consultants, and the vendors who will all be able to work with IT to  
18 support this rollover.

19 **Councilmember Mahaffey** asked what the transition would be like, and if at some  
20 point in time a task could be done on system or the other. He said he was worried if the  
21 transition occurred and something critically needed to be fixed, would they be able to revert  
22 back to the old system in the meantime.

## DRAFT MINUTES

**Director Sacco** said yes, they will be concurrent, and there will plenty of time to have both systems working during the transition period.

**Councilmember Mahaffey** asked how employees felt about this.

**Director Sacco** said they have been involved since the very beginning, and have been taking their time to ensure people are ready for the change.

**Town Manager Crosby** said there will always be people who don't want to change, as they've been used to one thing for so long. She said there have been some people who were involved in both the AMI and the ERP process, and will be a part of the CSS process.

**Deputy Town Manager Purvis** said everybody will be trained on these new systems to ensure everyone is prepared for the hard changeover date in the future.

**Councilmember Mahaffey** asked what level of support contracts include for the beginning of the transition.

**Director Sacco** said there is 24-hour support for one year after the transition, and the vendor will be directly taking support calls from residents who are having trouble with the system during that time period.

### [Item No. 3 - CUSTOMER SERVICE SYSTEM (CSS) PROJECT]

Assistant Town Manager Demetria John gave an overview presentation on the upcoming Customer Service System (CSS) Update.

### [CSS - SLIDE 1]

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## Customer Services Standards (CSS) Project Overview

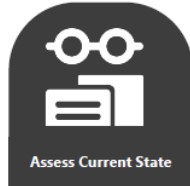
JUNE 20, 2023



## DRAFT MINUTES

### 1 [CSS - SLIDE 2]

- The 3-phased project has been completed to assess the Town of Apex Customer Services Standards (CSS) Platform focused on service delivery to residents



#### Objectives

- Understand the Residents current journey and interactions as a baseline
- Assess & identify impacts causing a less than ideal resident experience
- Develop future state processes that enables Town of Apex to achieve their Resident Engagement Goals

### THE PROJECT'S OBJECTIVES

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### 2 3 [CSS - SLIDE 3]

## PHASE 1 RECAP – ASSESS CURRENT STATE

Scope, Activities and Outcomes



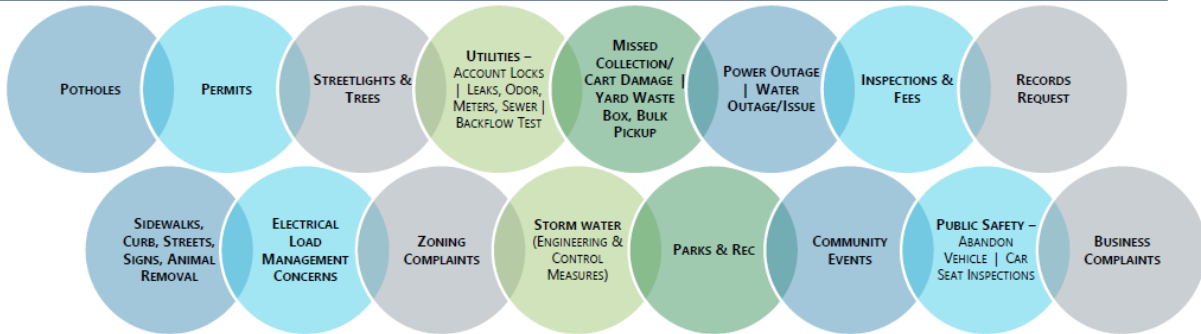
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## DRAFT MINUTES

1 [CSS - SLIDE 4]

### FOCUSED ON CURRENT STATE SERVICE DELIVERY IN THE FOLLOWING AREAS:



Additional discussions & benchmarking with other communities:



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3 [CSS - SLIDE 4]

**PHASE 1 RECAP:**  
Activities

- Generated current state business process maps for scoped service delivery areas

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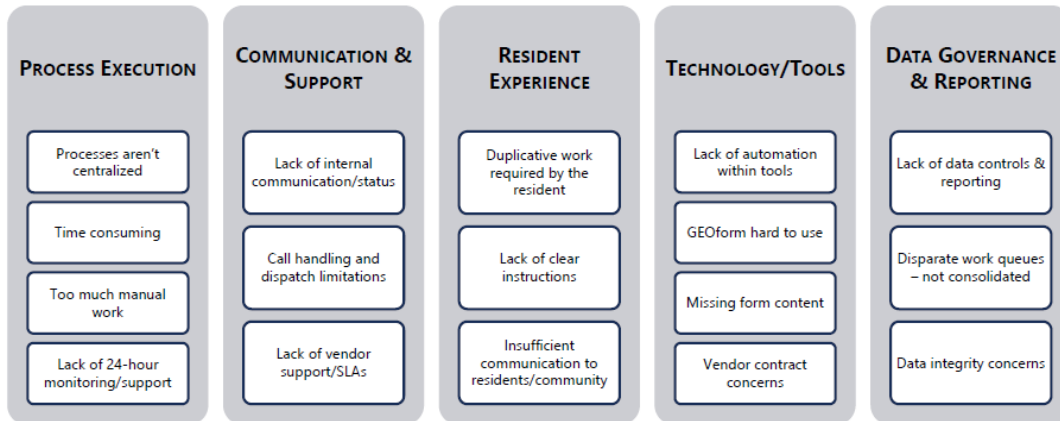
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## DRAFT MINUTES

1 [CSS - SLIDE 5]

### PHASE 1 RECAP: Inefficiencies & Pain Point Themes



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6 [CSS - SLIDE 6]

### PHASE 2 RECAP – BUILD CSS ROADMAP



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## DRAFT MINUTES

### 1 [CSS - SLIDE 7]



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### 3 [CSS - SLIDE 8]

## ROADMAP FRAMEWORK – TOWN OF APEX STRATEGIC PLAN

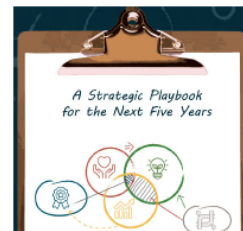
### Alignment to Town of Apex strategic plan:

The following goals & objectives of the 2022 Apex Strategic Plan have direct impact on the way employees will delivery customer/resident services.

- **High Performing Government** – Deliver exceptional service valuing an engaged workforce with an emphasis on efficiency, collaboration, innovation, and inclusion.
- **A Welcoming Community** – Create a safe and welcoming environment fostering community connections and high-quality recreational and cultural experiences supporting a sense of belonging.

From the 2022 Strategic plan, the following strategic initiatives from the 2022 strategic plan were addressed as part of the Customer Service Standards journey:

- 1) Establish Customer Service Standards
- 2) Align and consolidate operational and business processes with technologies
- 3) Establish town performance management framework supported by metrics
- 4) Develop a space use plan to meet current and future needs



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1 [CSS - SLIDE 9]

## ROADMAP FRAMEWORK – ESTABLISH “GUIDING PRINCIPLES”

To ensure the appropriate strategic direction for the Town of Apex Resident Service capability, the following Resident Service principles & standards were outlined to drive the recommended operating model and roadmap. These were essential in the decision-making processes and actions should align to any of these principles.

- *Generate effective, responsive, respectful, and consistent communication*
- *Provide prompt and personalized service*
- *Offer an empathetic ear*
- *Commit to educating customers*
- *Hold yourself accountable and be transparent*
- *Encouraging autonomy for our residents*
- *Provide accurate and relevant information*
- *Be thoroughly committed to follow-through, taking ownership and resolution*



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3 [CSS - SLIDE 10]

## ROADMAP FRAMEWORK – ESTABLISH STANDARDS

In addition to the guiding principles, the core team identified the following *Service Standards*. The standards are designed to build greater resident synergies and make residents feel appreciated while developing a Town of Apex brand that anticipates resident’s needs and caters to them.

- The four key Standards identified for an excellent customer experience are:
  1. **Consistency** – deliver consistent services with integrity, accountability, and common sense
  2. **Empowered staff** – go above and beyond by taking ownership of issues and delivering positive experiences for our residents all the way through resolution
  3. **Responsive** - deliver a tailored and responsive service that is inclusive, consistent, and effective and meets the changing and individual needs of our residents.
  4. **Information** - be a trusted source of reliable and timely advice and information for residents.

*The standards also identify the applicable philosophy behind the standards, activities that are required to support the standard and any tools needed to ensure standards can be adhered to.*



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## DRAFT MINUTES

### 1 [CSS - SLIDE 11]

## 2022 CUSTOMER SURVEY – RESIDENT FEEDBACK

We conducted a customer service survey with the goal to obtain direct input from Town of Apex residents regarding their experience, opinions, needs and preferences for customer service improvements that will guide future state decisions

### Overall Objectives

- To capture data from residents that enabled us to:
  - a. Learn about the resident's service experiences
  - b. Gain insight and capture residents wants, needs & improvement opportunities they would like to see from services/support
  - c. Determine current level of satisfaction when receiving services
  - d. Build awareness of the Town of Apex Services



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### 2 3 [CSS - SLIDE 12]

## KEY INPUTS - 2022 RESIDENT SURVEY RESULTS

### Overall Survey Learnings that drove future state decisions:

- Survey provided volume insight: appeared that typically no more than 5 customer service interactions per resident. Combined with recent calls volumes this info was used as input into the recommended future state resource plan
- Survey provided baselines for customer satisfaction in the following:

**Overall quality of customer service from employees**

- 2017 - 86%
- 2020 - 90%
- 2022 - 90% (76% satisfied/very satisfied - 14% neutral)

**Availability of opportunities for citizens to provide feedback**

- 2017 - 61%
- 2020 - 67%
- 2022 - 58%

**Awareness/usage of customer services (called, visited online or in person)**

- 2017 - 43%
- 2020 - 40%
- 2022 - 63%

- Survey confirmed roughly a 50/50 split between phone/live interaction and digital interaction preferences for residents
- A good portion of interactions are related to *requests for information* which indicates a use for a resident knowledge based and/or website "clean-up"
- Future state training should focus issue acknowledgement, tracking & resolution as well as functional area knowledge. Also, need to address concerns regarding residents feeling valued as a customer



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**Councilmember Gray** asked if they had the demographic data on these responses.

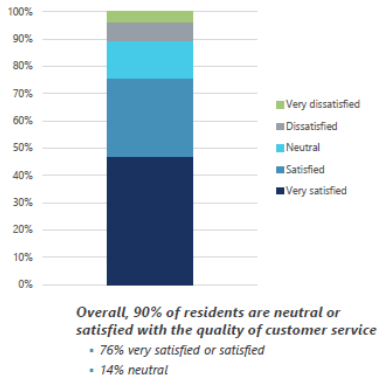
**Director Sacco** said she would get with communications to find out that information.

## DRAFT MINUTES

### 1 [CSS - SLIDE 13]

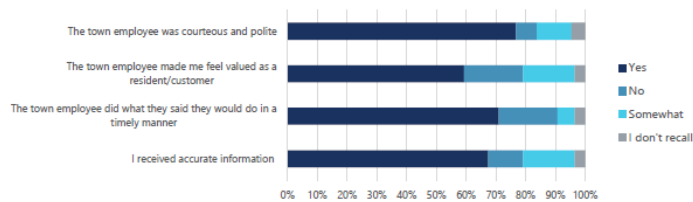
#### KEY INPUTS - 2022 RESIDENT SURVEY RESULTS

##### Overall Quality of Resident Service from Town of Apex:



##### Key Survey Results

When asked about their most recent interaction with the Town of Apex staff, residents stated:



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### 2 3 [CSS - SLIDE 14]

#### ROADMAP ACTIVITIES – INDUSTRY FEEDBACK

**Industry Research** – we capture of lessons learned from other operational implementations & customer satisfaction efforts from several *high-performing* Towns across the nation

##### Key Recommendations

- Have a process flow for cross-department and document policies and procedures and figure out a way to ensure they are kept current.
- Plan for daily updates - daily stand-up meetings to address any real-time changes was beneficial
- Develop policies that define how to interact with residents and how to distribute information to residents/community
- Implement changes in phases, if moving to centralized model, select a few departments to consolidate initially and iron out any kinks.
- Record all calls & implement a monitoring program
- Think of agents as ambassadors of the Town - look for candidates that offer quality over experience.

##### Key Learnings

###### Operating hours & call volumes

- Ability to measure call volumes across department lines is imperative to prove & drive behavior
- Most centers do not operate 24/7 – typical 12 hours shifts, 5 to 7 days a week with coverage based on call volumes
- A mix of “big-bang” vs. phased approach to 311 implementation
- Across the board, the highest volume of service requests were related to sanitation/garbage collection

###### Communications:

- There is constant change within departments, getting info from other departments was a challenge
- Ensure the management of after-hours support is addressed - getting the “after-hours” call tree implemented effectively was challenging
- Recommend the 311-service center be managed separately than the 911-center as conflicting needs and priorities made policy decisions and definitions difficult
- When communicating new 311 capability to residents, a huge increase in non-specific needs from residents happened. Call volumes went up significantly for first month or two.



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5 **Assistant Town Manager John** said getting the demographic information for these  
6 surveys was important to analyze things such as language barriers, disability impacts, and  
7 accommodation needs in order to see how to go forward with this process.

1 [CSS - SLIDE 15]

## PHASE 3 RECAP – DEFINE DESIRED RESIDENT ENGAGEMENT



3 [CSS - SLIDE 16]

### PHASE 3 ACTIVITIES



Conduct future state **resident journey mapping sessions** to define the Resident's experience when engaging the Town of Apex



**Prioritize scope** for future state service delivery improvements - which areas are most critical and when



Develop applicable **future state business process maps** aligned with resident's journey



Develop internal & external **communication & adoption plan** for CSS execution

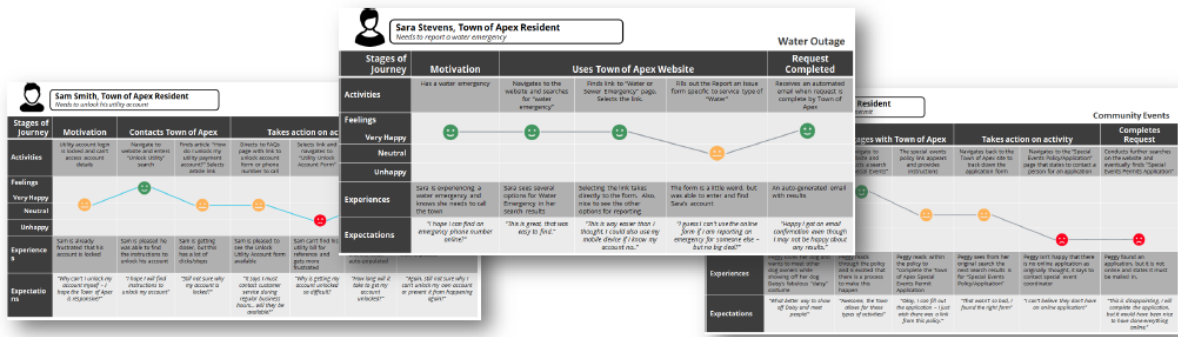


# DRAFT MINUTES

## 1 [CSS - SLIDE 17]

### CUSTOMER JOURNEY MAPS

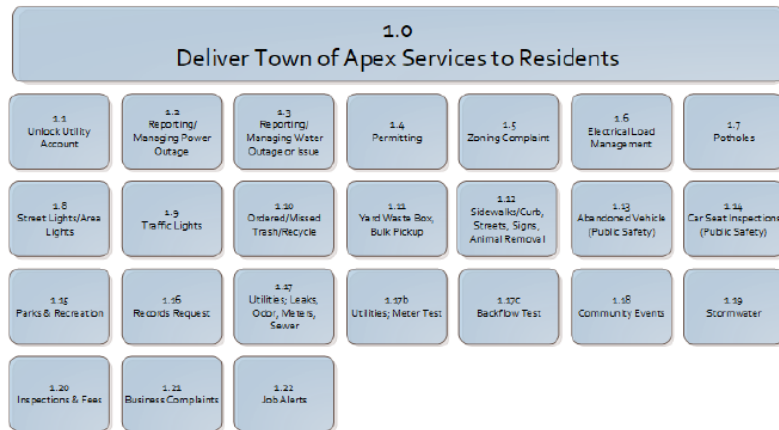
To help identify future state needs for Resident services, customer journey maps were prepared and reviewed to provide insight into the digital resident experience...



## 2 [CSS - SLIDE 18]



Future state process flows were developed and reviewed for several service request types.



## 4 APEX NORTH CAROLINA

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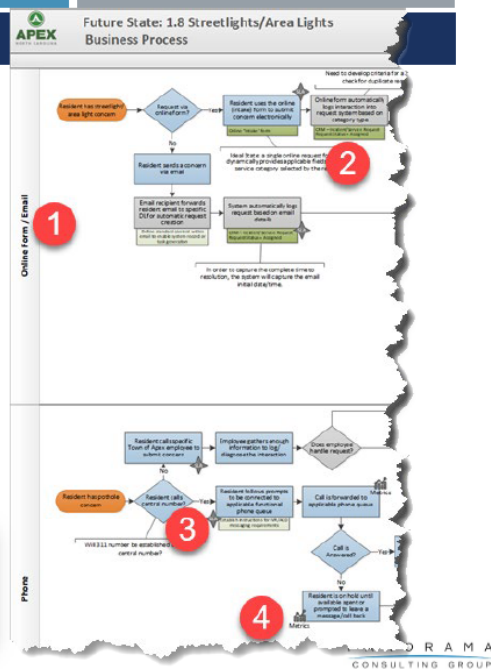
# DRAFT MINUTES

## 1 [CSS - SLIDE 19]

### FUTURE STATE PROCESS FLOWS – TRAINING ASSET

The process maps contain necessary information to align, automate and measure process steps that enhances an agent's ability to cross-train across service types

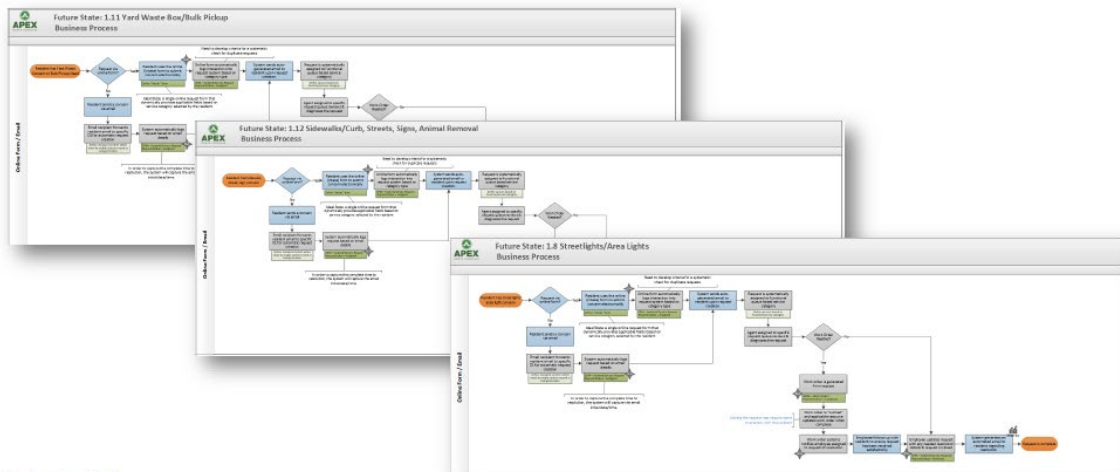
- 1 Maps outline the business process by channel
- 2 Helpful tips including best practices as well as the technology required to capture the data in included in all maps
- 3 Service Level Agreement (SLAs) are noted within the maps to identify applicable measures
- 4 Additionally, metrics are pointed out when data needs to be captured and measures
- 5 Maps are color-coded to better identify impacts to residents & more...



## 2 [CSS - SLIDE 20]

### FUTURE STATE PROCESS FLOWS – HARMONIZED PROCESSES

The maps made it possible to “harmonize” processes and develop consistency across service categories & channels





## DRAFT MINUTES

### 1 [CSS - SLIDE 23]

## CONTINUOUS IMPROVEMENT & METRICS

Outline the most crucial metrics for initial implementation that will provide insight and guidance through the "phased" implementation approach

- **Customer Satisfaction (CSAT)** - calculated using a post-call survey question: "On a scale of one to ten, how satisfied are you with our service today?" in addition to annual surveys, etc.
- **First Contact Resolution (FCR)** - the percentage of incoming service calls/digital requests that are resolved during the first interaction with the resident
- **Average Speed of Answer (ASA)** - the amount of time it takes to answer a typical call/digital request once it has been routed to a queue
- **Average Handling Time** - the amount of time it takes to help a resident with their request starting from when the customer call begins to hold time & after-call work is completed

### Industry benchmarks

#### First Contact Resolution (FCR)

- 65-75% of requests are resolved on the first contact

#### Average Speed of Answer (ASA)

- Phone: 80% of calls answered within 20 seconds (Government/Public - 9 seconds)
- Email: 100% of emails answered within 24 hours
- Live Chat: 80% of chats answered within 20 seconds

#### Average Handling Time

- Current industry standard is between 6.46 & 6.73 minutes with Government/Public Sector averages at ~7 minutes



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### 3 [CSS - SLIDE 24]

## NEXT STEPS TO IMPLEMENT THE CSS SOLUTION

#### Customer Service Standards:

1. Buildout the Detailed Project Plan, Timeline and Activities with the correct staff
2. Develop the Detailed Project Cost Estimate (include consultants or just staff)
3. Launch CSS Implementation Project in coordination with CRM System

#### Customer Relations Manager (CRM) System tasks:

- Confirm, validate & prioritize CRM requirements.
- Develop a demonstration script.
- Engage Infor CRM vendor personnel and prepare them for the system demonstration.
- Collaborate and evaluate to ensure if Infor CRM will adequately support the organization's needs.
- Assist Client in contracting activities, as needed.



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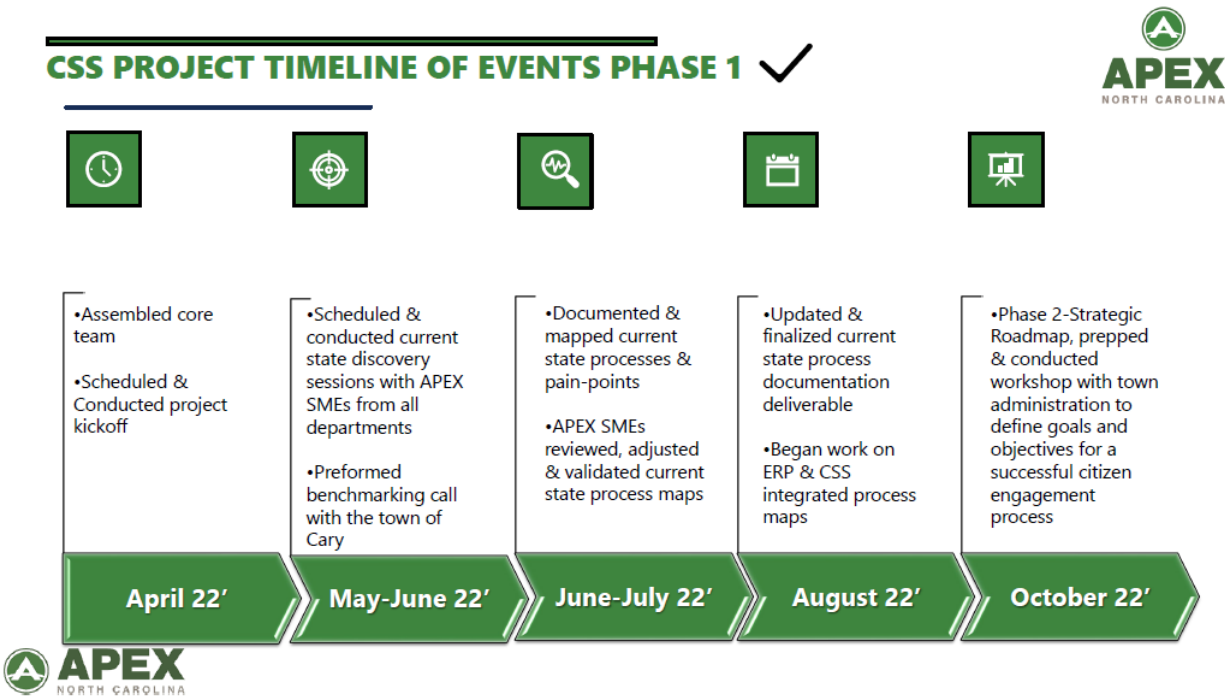
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## DRAFT MINUTES

1 [CSS - SLIDE 25]



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3 **Councilmember Mahaffey** asked how far behind Cary and Holly Springs the town is.

4 **Director Sacco** said that would be discussed soon.

5 **Councilmember Gantt** asked if most of the issues staff describes with customers are  
6 things that occur repeatedly, or if issues are more isolated.

7 **Director Sacco** said she's only able to speak to what data says, and some things are  
8 trash-related problems, but that the same customer has different issues or different  
9 customers have the same issue, and not the same exact problem instance recurring. She said  
10 the goal is to have a centralized location for people to be able to submit requests for  
11 assistance and report problems.

12 **Assistant Town Manager John** said a lot of times residents will complain about  
13 numbers leading to no answers and a "black hole" being created. She said centralizing the  
14 phone number should help with this.

15 **Town Manager Crosby** said GFL was the biggest call the town got, and that created a  
16 challenge because they were a vendor, so the town could not fully track the problem  
17 resolution. She said Public Works Director John Mullis has done a great job ensuring staff are  
18 able to track issues to resolution through a good relationship with GFL. She said he is also  
19 looking at ways in which the town could respond quicker to those kinds of issues.

20 **Councilmember Gantt** said he has felt that relying on vendors created a situation  
21 where some of these problems were unsolvable to a degree.



## DRAFT MINUTES

**Assistant Town Manager Stone** said they service so many properties that there is a large chance of making some mistake in any week, but that the complaint rate was about 0.4%. He said it is inevitable to get a certain number of complaints as the town grows because of the scale of the services provided. He said the town still has to be responsible for tracking these and doing what they can to make things better.

**Mayor Gilbert** asked how soon the old main phone number would go away with the new system.

**Director Sacco** said the new number could be whatever the town chooses, and it could be the one that is most well-known.

**Councilmember Mahaffey** said he felt a 311 system was cool.

**Town Manager Crosby** said they had some conversations about seeing if that could be done.

**Director Sacco** said it was a lot of work to set a system like that up for landlines, and a completely different task if it was to be set up for cellular as well.

**Councilmember Mahaffey** said he was excited that there would be a CRM for the town and things were centralized and tracked. He said he thinks the issue is that people feel like they can't get connected with the right place for help with their complaint easily.

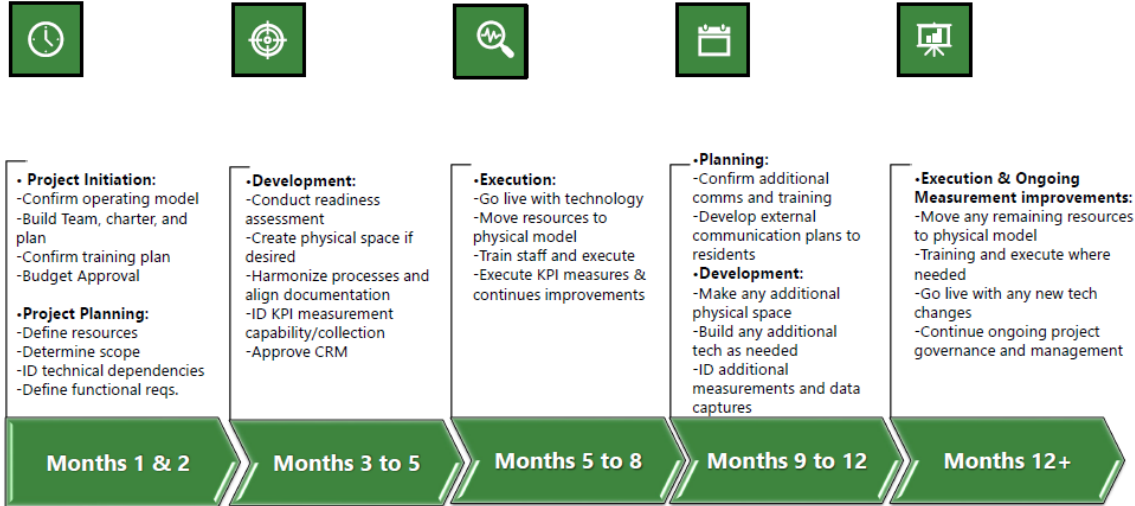
[CSS - SLIDE 26]



## DRAFT MINUTES

1 [CSS - SLIDE 27]

### CSS PROJECT ACTION PLAN PROPOSED IMPLEMENTATION



2  
3 **Assistant Town Manager John** discussed the implementation of this program, as  
4 shown above. She said the community engagement position, CSS manager, and customer  
5 service ambassadors in the next several months, after the next fiscal year begins. She said this  
6 group will coordinate the beginning of this rollout. She said she hopes there would be at  
7 least a soft launch of the program by the Spring of 2024. She added that training and  
8 onboarding was critical, and Panorama could help with that.

9 **Councilmember Gantt** asked how many employees this would require to keep things  
10 centralized as the town grows.

11 **Town Manager Crosby** said there may need to be more than just the original core  
12 team for the CSS eventually, but that they would often work with someone from a specific  
13 department to resolves matters, even if each department doesn't have a position specifically  
14 made for that customer service purpose.

15 **Assistant Town Manager John** said Panorama presented three options, and that  
16 they recommended the centralized model for the town. She said a decentralized option was  
17 on the table, but keeping it in-house and centralized was what they chose, and that  
18 departments would continue to field calls as CSS staff get up to speed with each  
19 department's normal calls.

20 **Mayor Gilbert** said he appreciated all the work that went into these programs. He  
21 said he wanted to ask for a motion to go into closed session to discuss a personnel matter.

22

## DRAFT MINUTES

### [CLOSED SESSION] - Added

A **motion** was made by **Mayor Pro Tempore Killingsworth**, seconded by **Councilmember Gray**, to enter into Closed Session pursuant to NCGS § 143-318.11(a)(6) - Personnel.

**VOTE: UNANIMOUS (4-0), with Councilmember Zegerman absent.**

Council moved into closed session at 4:48 p.m.

Council returned to open session at 5:27 p.m.

### [ADJOURNEMENT]

**Mayor Gilbert** adjourned the meeting at 5:27 p.m.

Jacques K. Gilbert  
Apex, Mayor

Allen Coleman, CMC, NCCCC  
Apex, Town Clerk

Submitted for approval by Apex Town Clerk Allen Coleman.

Minutes approved on \_\_\_\_\_ of \_\_\_\_\_, 2023.

# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 27, 2023

## Item Details

Presenter(s): Antwan Morrison, Director

Department(s): Finance

### Requested Motion

Motion to adopt ordinances which establish Debt Service Funds for General Government, Electric, and Water and Sewer; and approve Budget Ordinance Amendment No. 22 associated with this new fund structure.

### Approval Recommended?

Yes

### Item Details

This action establishes separate debt service funds for the General Government, Electric and Water and Sewer funds. The establishment of these funds will allow the town to provide funds for the extinguishment of debt principal and interest, as well as other debt related expenditures for current and future debt service needs.

### Attachments

- CN8-A1: Ordinance Establishing General Government Debt Service Fund
- CN8-A2: Ordinance Establishing Electric Debt Services Fund
- CN8-A3: Ordinance Establishing Water & Sewer Debt Service Fund
- CN8-A4: Budget Ordinance Amendment No. 22 - General, Electric, and Water & Sewer Funds





# Town of Apex

## ORDINANCE ESTABLISHING GENERAL GOVERNMENT DEBT SERVICE FUND

**NOW, THEREFORE, BE IT ORDAINED by** the Town Council of the Town of Apex:

**SECTION I:** Creation and purpose of a General Government Debt Service Fund. There is hereby established the General Government Debt Service Fund to receive and disburse funds for repayment of borrowed funds.

**SECTION II:** Appropriations. The Town Council of the Town of Apex may authorize the expenditure of funds from the General Government Debt Service Fund by appropriations made in the same manner as other funds that are appropriated upon making a finding that the proposed use of the funds is consistent with the intent of the fund.

**SECTION III:** Effective Date. This Ordinance shall be in full force and effect from and after the date of its passage.

**SECTION IV:** To the General Government Debt Service Fund is appropriated to be apportioned as follows:

Revenues:

Transfer In - General Fund	\$ 3,600,000
----------------------------	--------------

Expenditures:

General Government Debt Service Expenditures	\$ 3,600,000
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Adopted this the 27th day of June, 2023.

Attest:

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Jacques K. Gilbert, Mayor

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Allen L. Coleman, CMC, NCCCC  
Town Clerk



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# Town of Apex

## ORDINANCE ESTABLISHING ELECTRIC DEBT SERVICE FUND

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**NOW, THEREFORE, BE IT ORDAINED** by the Town Council of the Town of Apex:

**SECTION I:** Creation and purpose of a Electric Debt Service Fund. There is hereby established the Electric Debt Service Fund to receive and disburse funds for repayment of borrowed funds.

**SECTION II:** Appropriations. The Town Council of the Town of Apex may authorize the expenditure of funds from the Electric Debt Service Fund by appropriations made in the same manner as other funds that are appropriated upon making a finding that the proposed use of the funds is consistent with the intent of the fund.

**SECTION III:** Effective Date. This Ordinance shall be in full force and effect from and after the date of its passage.

**SECTION IV:** To the Electric Debt Service Fund is appropriated to be apportioned as follows:

Revenues:	
Transfer In - Electric Fund	\$ 50,000
Expenditures:	
General Government Debt Service Expenditures	\$ 50,000

Adopted this the 27th day of June, 2023.

Attest:

---

Jacques K. Gilbert, Mayor

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Allen L. Coleman, CMC, NCCCC  
Town Clerk



# Town of Apex

## ORDINANCE ESTABLISHING WATER & SEWER DEBT SERVICE FUND

**NOW, THEREFORE, BE IT ORDAINED** by the Town Council of the Town of Apex:

**SECTION I:** Creation and purpose of a Water & Sewer Debt Service Fund. There is hereby established the Water & Sewer Debt Service Fund to receive and disburse funds for repayment of borrowed funds.

**SECTION II:** Appropriations. The Town Council of the Town of Apex may authorize the expenditure of funds from the Water & Sewer Debt Service Fund by appropriations made in the same manner as other funds that are appropriated upon making a finding that the proposed use of the funds is consistent with the intent of the fund.

**SECTION III:** Effective Date. This Ordinance shall be in full force and effect from and after the date of its passage.

**SECTION IV:** To the Water & Sewer Debt Service Fund is appropriated to be apportioned as follows:

Revenues:

Transfer In - Water & Sewer Fund	\$ 250,000
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Expenditures:

Water & Sewer Debt Service Expenditures	\$ 250,000
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Adopted this the 27th day of June, 2023.

Attest:

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Jacques K. Gilbert, Mayor

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Allen L. Coleman, CMC, NCCCC  
Town Clerk



# Town of Apex

## Budget Ordinance Amendment No. 22

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

### **General Fund**

#### **Section 1. Revenues:**

10-0000-39902: Appropriated Fund Balance	3,600,000
<b>Total Revenues</b>	<b>\$3,600,000</b>

#### **Section 2. Expenditures:**

10-9030-49701: Transfer to Debt Service Fund	3,600,000
<b>Total Expenditures</b>	<b>\$3,600,000</b>

### **Electric Utility Fund**

#### **Section 3. Revenues:**

30-0000-39902: Appropriated Fund Balance	50,000
<b>Total Revenues</b>	<b>\$50,000</b>

#### **Section 4. Expenditures:**

30-9030-49701: Transfer to Debt Service Fund	50,000
<b>Total Expenditures</b>	<b>\$50,000</b>

### **Water & Sewer Fund**

#### **Section 5. Revenues:**

32-0000-39902: Appropriated Fund Balance	250,000
<b>Total Revenues</b>	<b>\$250,000</b>

#### **Section 6. Expenditures:**

32-9030-49701: Transfer to Debt Service Fund	250,000
<b>Total Expenditures</b>	<b>\$250,000</b>

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

Adopted this the 27th day of June, 2023.

Attest:

\_\_\_\_\_  
Jacques K. Gilbert, Mayor

\_\_\_\_\_  
Allen L. Coleman, CMC, NCCCC  
Town Clerk



# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 27, 2023

## Item Details

Presenter(s): Steve Adams, Real Estate/Utilities Acquisition Specialist

Department(s): Transportation & Infrastructure Development

### Requested Motion

Motion to approve an Encroachment Agreement between the Town of Apex and Apex Industrial Owner 3, LLC to maintain a pre-existing industrial structure, located at 1251 Burma Drive, Apex, North Carolina, which encroaches 24 square feet into the Public Right-of-Way on Burma Drive and authorize the Town Manager to execute on behalf of the Town.

### Approval Recommended?

Yes

### Item Details

The proposed Encroachment Agreement is between the Town of Apex and Apex Industrial Owner 3, LLC. (Grantee) for the property described as a commercial lot known as Wake County PIN #0751-13-2324, NEW TRACT B, Book of Maps 2021, Page 2111, lot is also known as 1251 Burma Drive, Apex, NC 27539.

Grantee has installed certain commercial structures more particularly described as a Pre-existing Industrial Structure onto the Public Right of Way, all as shown on the attached Exhibit A. Grantee desires to make certain agreements and covenants regarding the encroachment, as noted in the first attachment.

### Attachments

- CN9-A1: Encroachment Agreement - 1251 Burma Drive
- CN9-A2: Exhibit A - 1251 Burma Drive



After Recording Mail To:     Development Services  
   Town of Apex  
   PO Box 250  
   Apex, NC 27502

**STATE OF NORTH CAROLINA  
COUNTY OF WAKE**

**ENCROACHMENT AGREEMENT**

THIS ENCROACHMENT AGREEMENT, being made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between Apex Industrial Owner 3, LLC, Inc hereinafter referred to as "Grantee," and the Town of Apex, hereinafter referred to as the "Town."

WHEREAS, the Grantee is the owner of a certain industrial lot of land in the County of Wake, State of North Carolina, which is designated as **PIN #0751-13-2324** by the Wake County Revenue Department and more particularly described as **NEW TRACT B** as shown on that certain plat recorded in **Book of Maps 2021, Page 2111**, Wake County Registry (hereinafter the "**Subdivision Plat**"). The industrial lot is also known as **1251 Burma Drive, Apex, NC 27539**. The industrial lot described in this paragraph is hereinafter referred to as the "**Industrial Lot.**"

WHEREAS, the Town is the owner of a **60' Public Right of Way known as Burma Drive** as shown on that certain plat recorded in Book of Maps 2021, Page 0493, Wake County Registry, hereinafter referred to as the "**Public Right of Way.**"

WHEREAS, Grantee has installed certain commercial structures more particularly described as a **Pre-existing Industrial Structure onto the Public Right of Way**, hereinafter referred to as the "**Encroachment**", all as shown on the attached **Exhibit A**. Grantee desires to make certain agreements and covenants regarding the Encroachment.

WHEREAS, the Town, under the terms and conditions herein set forth, is willing to allow the above-

described Encroachment upon the **Public Right of Way**.

NOW, THEREFORE, in consideration of these promises and other consideration, the receipt and sufficiency of which is hereby acknowledged, Grantee and the Town hereby covenant and agree:

1. Subject to the terms herein, the Town agrees to allow Grantee, and Grantees' successors and assigns at Grantee sole risk and expense, to encroach into the **Public Right of Way** of the Town as shown in the attached **Exhibit A**, and incorporated by reference as though fully set forth herein.

2. The Encroachment shall not be enlarged or increased beyond the Encroachment shown in **Exhibit A** and described in this Encroachment Agreement. Grantee is responsible for any and all expenditures of labor or materials required for the installation, erection, repair, removal, or maintenance of the above-referenced Encroachment and shall be allowed to maintain the Encroachment and to perform all necessary repairs, maintenance, and replacement of the Encroachment as may be necessary from time to time.

3. The Town shall not be held responsible for any and all property damage or injury or death of any person which results from any and all negligence, omission, defect in design, maintenance, or workmanship created by the Encroachment described herein, or any cause of action arising out of the installation, maintenance, removal, destruction, or location of said Encroachment.

4. Grantee agrees to and does hereby hold the Town, its officers, council members and employees harmless from any and all liability arising out of such negligence, omission, defect or other cause of action; that it will defend the Town, its officers, council members and employees, and pay all attorney fees in any and all actions brought as a result of such; and that it will indemnify the Town, its officers, council members, and employees against any and all loss sustained by reason of such negligence, omission, defect, or other cause of action, claim, cost, or expense arising out of the installation, maintenance, removal, or location of said Encroachment; provided that, Grantee shall not be obligated hereunder to indemnify the Town for any negligent acts or omissions of the Town, its contractor(s) (including sub-contractors) and their respective officers, agents and employees.

5. Sections 3 and 4 shall survive the termination of this Encroachment Agreement for any reason.

6. All notices required herein shall be deemed given by depositing such in the United States mail, first class, and addressed to:

To Town: Town Manager  
Town of Apex  
PO Box 250  
Apex, NC 27502

To Grantee: Apex Industrial Owner 3, LLC  
Woodlawn Hall at Old Parkland  
3953 Maple Avenue, Suite 300  
Dallas, TX 75219-3228

7. In the event there is a dispute between the parties concerning the interpretation of the terms of this Encroachment Agreement or their respective rights and obligations hereunder, such dispute or controversy shall be adjudged pursuant to the laws of the State of North Carolina.

8. Grantee agrees to abide by all applicable laws, regulations, statutes and ordinances.

9. This Encroachment Agreement shall not divest the Town of any rights or interest in said **Public Right of Way**.

10. If the Town deems, within its sole discretion, that removal of all or a portion of the Encroachment is necessary in order to operate, protect, maintain, modify, replace, add-to or improve its facilities located within the **Public Right of Way**, then Grantee shall cause such removal to be made at Grantee's sole expense within 30 days after receipt of notice from the Town and shall be completed in a manner that will allow the Town complete and safe access to the **Public Right of Way**. In the event that the Grantee fails to timely remove the Encroachment or in the event of an emergency associated with the condition of the **Public Right of Way**, the Town is authorized to remove all or such portion of the Encroachment as the Town determines in its sole discretion to be reasonably necessary, convenient or advisable to operate, protect, maintain, modify, replace, add-to or improve its facilities located within the **Public Right of Way**. The Town shall have the sole discretion to determine the existence of an emergency associated with the condition of the **Public Right of Way**

11. Grantee agrees to pay and reimburse the Town the entire expense and cost of removal of the

Encroachment in the event that the Town removes the Encroachment as provided in the Paragraph 10 or if Grantee fails to remove the Encroachment within the time limit after receiving notice under Paragraph 9.

12. Grantees, if not self-performing the installations that are the subject of this Agreement, agree to purchase or cause to be procured from a responsible insurance carrier or carriers authorized under the laws of the State of North Carolina, valid general liability insurance in the minimum amount of \$500,000 and provide a certificate of such insurance naming the Town of Apex as additional insured by endorsement to the policy. Where the Grantees are self-performing the installations, Grantees shall show proof of insurance with personal liability coverage in a minimum amount of at least \$300,000. Grantees 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.

13. Notwithstanding Section 14 below, Grantee shall be released from its obligation under this Encroachment Agreement only upon the assumption of said obligations either by a successor in title to the **Industrial Lot**, or by assumption of said obligations by an incorporated party approved by the Town. The Town's consent to such assumption and release shall be required but shall not be withheld, conditioned or delayed if, as reasonably determined by the Town, the party assuming Grantee's obligations possesses adequate financial resources and ownership interest, and Grantee's delegate and proposed assignee assume and agree to fulfill, in writing, all of Grantee's duties set forth in this Encroachment Agreement.

14. The right to encroach is appurtenant to and runs with the land hereinabove referred to and shall forever be subject to the conditions above agreed on between the parties. This Encroachment Agreement is binding upon the heirs, assigns, transferees, and successors in interest of the Grantee and shall, upon execution, be recorded in the Office of the Register of Deeds of Wake County, North Carolina.

In testimony whereof, said Grantee and said Town have here unto set their hands and seals, the day and year first above written.

**GRANTEE**

**Apex Industrial Owner 3, LLC**

By: \_\_\_\_\_(SEAL)

President

**NORTH CAROLINA**

**COUNTY OF** \_\_\_\_\_[*county in which acknowledgement taken*]

I, \_\_\_\_\_, a Notary Public of \_\_\_\_\_ County, North Carolina, certify that \_\_\_\_\_, personally appeared before me this day and acknowledged that he is the President for Apex Industrial Owner 3, LLC, Grantee herein, and that by authority duly given as President for the company, the foregoing instrument was signed and sealed by him on behalf of the company and acknowledged said writing to be the act and deed of said company.

Witness my hand and official stamp or seal, this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
[*Signature of Notary Public*]

My Commission Expires: \_\_\_\_\_

(SEAL)

**TOWN OF APEX**

\_\_\_\_\_  
Catherine Crosby  
Town Manager

(Corporate Seal)

ATTEST:

\_\_\_\_\_  
Allen Coleman, CMC, NCCCC  
Town Clerk

STATE OF NORTH CAROLINA

COUNTY OF \_\_\_\_\_ *[county in which acknowledgement taken]*

I, \_\_\_\_\_, a Notary Public for \_\_\_\_\_  
\_\_\_\_\_ County, North Carolina, certify that Allen Coleman personally came before me this day and  
acknowledged that he is Town Clerk for the Town of Apex, a North Carolina Municipal Corporation, and that  
by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by  
its Town Manager, sealed with its corporate seal and attested by him as its Town Clerk.

Witness my hand and official stamp or seal, this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
*[Signature of Notary Public]*

My Commission Expires: \_\_\_\_\_

(SEAL)

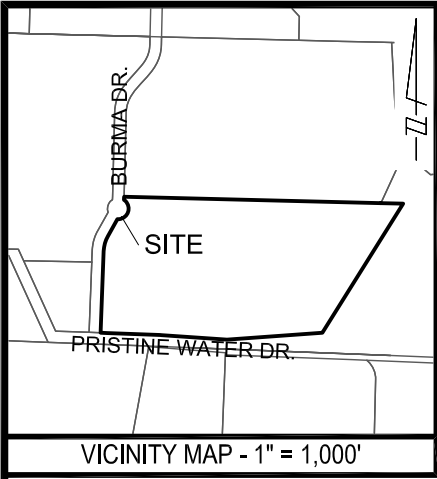
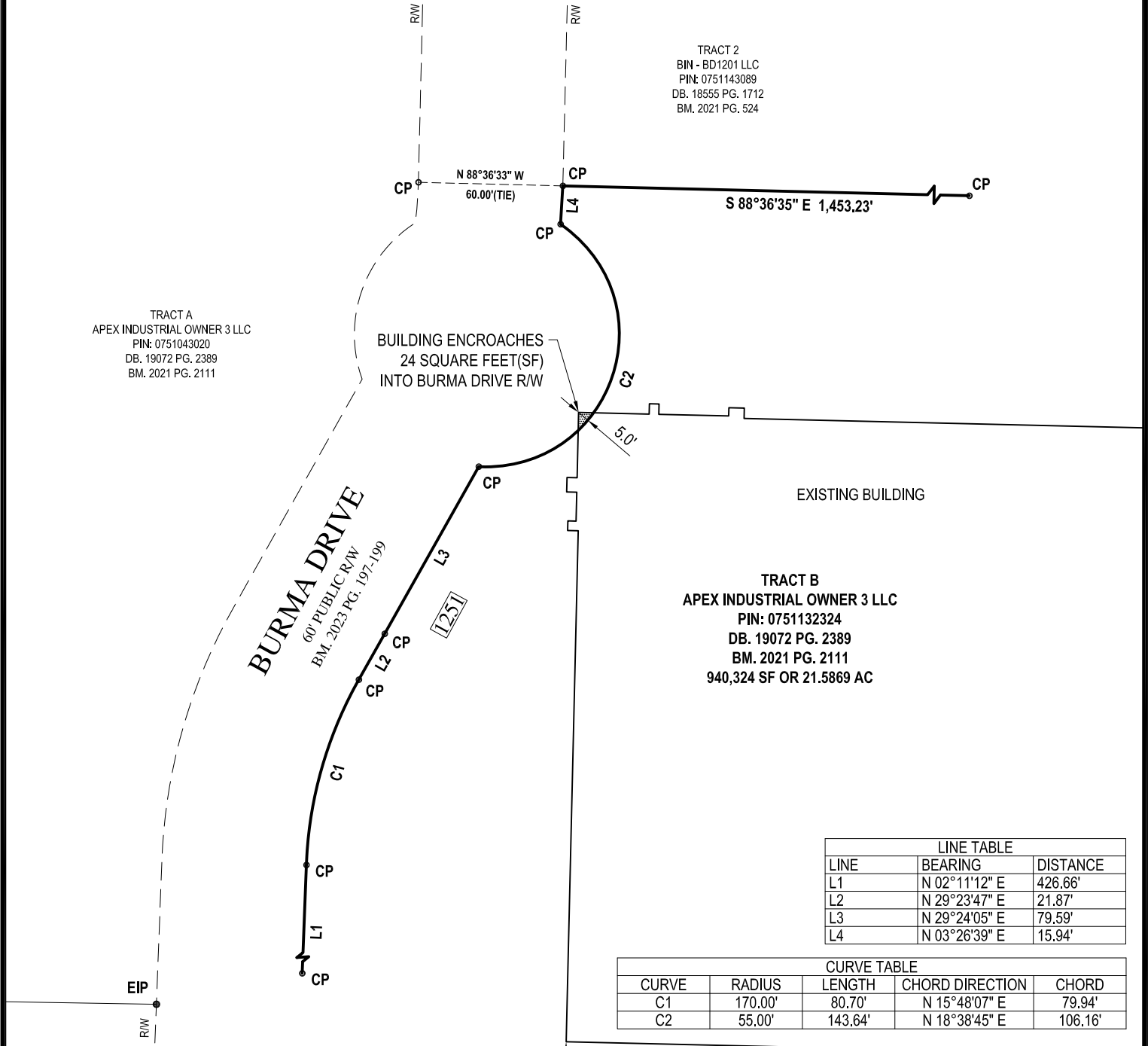


EXHIBIT "A"



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 02°11'12" E	426.66'
L2	N 29°23'47" E	21.87'
L3	N 29°24'05" E	79.59'
L4	N 03°26'39" E	15.94'

CURVE TABLE				
CURVE	RADIUS	LENGTH	CHORD DIRECTION	CHORD
C1	170.00'	80.70'	N 15°48'07" E	79.94'
C2	55.00'	143.64'	N 18°38'45" E	106.16'

SCALE: 1" = 60'

03060120

NOTE:

THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.

1. AREAS BY COORDINATE GEOMETRY UNLESS SHOWN OTHERWISE.

2. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES.

3. ALL STREETS ARE PUBLIC RIGHTS-OF-WAY UNLESS SHOWN OTHERWISE.

4. OTHER INSTRUMENTS OF RECORD MAY AFFECT THIS PROPERTY.

5. NO TITLE SEARCH PERFORMED FOR THIS SURVEY.

6. NO NCGS MONUMENT WITHIN 2,000 FEET OF PROPERTY.

7. NO FEMA FLOOD HAZARD AREAS PER FIRM NUMBER 3720075100K DATED JULY 19, 2022.

LEGEND

EIP = EXISTING IRON PIPE

IPS = IRON PIPE SET

CP = CALCULATED POINT

PK = PK NAIL

R/W = RIGHT-OF-WAY

XXXXX DENOTES ADDRESS

1251 BURMA DRIVE

PROJECT NO. 21001

BASS, NIXON & KENNEDY, INC.

CONSULTING ENGINEERS

6310 CHAPEL HILL ROAD, SUITE 250

RALEIGH, NORTH CAROLINA 27607

TELEPHONE: (919)851-4422 OR (800)354-1879

FAX: (919)851-8968

CERTIFICATION NUMBERS: NCBELS (C-0110); NCBLA (C-0267)

PIN 0751132324

LOT NUMBER .

SUBDIVISION .

BOOK OF MAPS 2021 PAGE 2111

DEED BOOK 19072 PAGE 2389

BUILDING ENCROACHMENT EXHIBIT

PROPERTY OF

APEX INDUSTRIAL OWNER 3 LLC

WHITE OAK TNSHP. WAKE COUNTY NORTH CAROLINA

DATE: 6-16-2023

SCALE: 1" = 60'

SURV'D BY: .

DRAWN BY: CWC

- Page 146 -

R:\2021\21001 - 2100 Production Drive\SURVEY\21001CARLSON\dwg\21001 BUILDING ENCROACHMENT EXHIBIT.dwg, BUILDING ENCROACHMENT EXHIBIT, 6/16/2023



# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 27, 2023

## Item Details

Presenter(s): Chris Johnson, P.E., MPA, Director

Department(s): Transportation & Infrastructure Development

### Requested Motion

Motion to approve an Encroachment Agreement between the Town of Apex and Swigart Construction, Inc. to install a driveway located at, 2218 Winston Circle, that will encroach 199 square feet (SF) onto the Town of Apex 30' Public Utility Easement (Sewer) and authorize the Town Manager to execute the agreement on behalf of the Town.

### Approval Recommended?

Yes

### Item Details

The proposed Encroachment Agreement is between the Town of Apex and Swigart Construction, Inc. (Grantee) for the property described as a residential lot known as Wake County PIN #0731-19-8193, Book of Maps 2020, Page 01808, lot is also known as 2218 Winston Circle, Apex, NC 27502. Grantee wishes to install certain improvements, more particularly described as a driveway that will encroach 199 square feet (SF) onto the Town of Apex 30' Public Utility Easement (Sewer).

### Attachments

- CN9-A1: Encroachment Agreement - 2210 Winston Circle, Lot 3
- CN9-A2: Exhibit A - 2210 Winston Circle, Lot 3



After Recording Mail To:     Development Services  
   Town of Apex  
   PO Box 250  
   Apex, NC 27502

**STATE OF NORTH CAROLINA  
COUNTY OF WAKE**

**ENCROACHMENT AGREEMENT**

THIS ENCROACHMENT AGREEMENT, being made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between Swigart Construction, Inc., hereinafter referred to as "Grantee," and the Town of Apex, hereinafter referred to as the "Town."

WHEREAS, the Grantee is the owner of a certain residential lot of land in the County of Wake, State of North Carolina, which is designated as **PIN #0731-19-8193** by the Wake County Revenue Department and more particularly described as **Lot 3** of the subdivision known as **Winston** as shown on that certain plat recorded in **Book of Maps 2020, Page 01808**, Wake County Registry (hereinafter the "**Subdivision Plat**"). The residential lot is also known as **2218 Winston Circle, Apex, NC 27502**. The residential lot described in this paragraph is hereinafter referred to as the "**Residential Lot**."

WHEREAS, the Town is the owner of a **Town of Apex Public Utility Easement (Sewer)** as shown on the **Subdivision Plat** hereinafter referred to as the "**Public Sewer Utility Easement**."

WHEREAS, Grantee wishes to install certain improvements more particularly described as a **driveway that will encroach 199 square feet (SF) onto the Public Sewer Utility Easement**, which serves the Residential Lot, hereinafter referred to as the "**Encroachment**", all as shown on the attached **Exhibit A**. Grantee desires to make certain agreements and covenants regarding the Encroachment.

WHEREAS, the Town, under the terms and conditions herein set forth, is willing to allow the above-described Encroachment upon the **Public Sewer Utility Easement**.

NOW, THEREFORE, in consideration of these promises and other consideration, the receipt and sufficiency of which is hereby acknowledged, Grantee and the Town hereby covenant and agree:

1. Subject to the terms herein, the Town agrees to allow Grantee, and Grantees' successors and assigns at Grantee sole risk and expense, to encroach into the **Public Sewer Utility Easement** of the Town as shown in the attached **Exhibit A**, and incorporated by reference as though fully set forth herein.

2. The Encroachment shall not be enlarged or increased beyond the Encroachment shown in **Exhibit A** and described in this Encroachment Agreement. Grantee is responsible for any and all expenditures of labor or materials required for the installation, erection, repair, removal, or maintenance of the above-referenced Encroachment and shall be allowed to maintain the Encroachment and to perform all necessary repairs, maintenance, and replacement of the Encroachment as may be necessary from time to time.

3. The Town shall not be held responsible for any and all property damage or injury or death of any person which results from any and all negligence, omission, defect in design, maintenance, or workmanship created by the Encroachment described herein, or any cause of action arising out of the installation, maintenance, removal, destruction, or location of said Encroachment.

4. Grantee agrees to and does hereby hold the Town, its officers, council members and employees harmless from any and all liability arising out of such negligence, omission, defect or other cause of action; that it will defend the Town, its officers, council members and employees, and pay all attorney fees in any and all actions brought as a result of such; and that it will indemnify the Town, its officers, council members, and employees against any and all loss sustained by reason of such negligence, omission, defect, or other cause of action, claim, cost, or expense arising out of the installation, maintenance, removal, or location of said Encroachment; provided that, Grantee shall not be obligated hereunder to indemnify the Town for any negligent acts or omissions of the Town, its contractor(s) (including sub-contractors) and their respective officers, agents and employees.

5. Sections 3 and 4 shall survive the termination of this Encroachment Agreement for any reason.

6. All notices required herein shall be deemed given by depositing such in the United States mail, first class, and addressed to:

To Town: Town Manager  
Town of Apex  
PO Box 250  
Apex, NC 27502

To Grantee: Swigart Construction, Inc.  
602 Bladestone Court  
Apex, NC 27502

7. In the event there is a dispute between the parties concerning the interpretation of the terms of this Encroachment Agreement or their respective rights and obligations hereunder, such dispute or controversy shall be adjudged pursuant to the laws of the State of North Carolina.

8. Grantee agrees to abide by all applicable laws, regulations, statutes and ordinances.

9. This Encroachment Agreement shall not divest the Town of any rights or interest in said **Public Sewer Utility Easement**.

10. If the Town deems, within its sole discretion, that removal of all or apportion of the Encroachment is necessary in order to operate, protect, maintain, modify, replace, add-to or improve its facilities located within the **Public Sewer Utility Easement**, then Grantee shall cause such removal to be made at Grantee's sole expense within 30 days after receipt of notice from the Town and shall be completed in a manner that will allow the Town complete and safe access to the **Public Sewer Utility Easement**. In the event that the Grantee fails to timely remove the Encroachment or in the event of an emergency associated with the condition of the **Public Sewer Utility Easement**, the Town is authorized to remove all or such portion of the Encroachment as the Town determines in its sole discretion to be reasonably necessary, convenient or advisable to operate, protect, maintain, modify, replace, add-to or improve its facilities located within the **Public Sewer Utility Easement**. The Town shall have the sole discretion to determine the existence of an emergency associated with the condition of the **Public Sewer Utility Easement**.

11. Grantee agrees to pay and reimburse the Town the entire expense and cost of removal of the Encroachment in the event that the Town removes the Encroachment as provided in the Paragraph 10 or if Grantee fails to remove the Encroachment within the time limit after receiving notice under Paragraph 9.

12. Grantee, during the life of this Encroachment Agreement, agrees to procure or cause to be procured from a responsible insurance carrier or carriers authorized under the laws of the State of North Carolina, insurance in the minimum amounts of \$300,000/\$500,000/\$300,000 covering full liability for any and all personal injury, property damage or wrongful death caused by the construction, maintenance, location, repair or visual obstruction of said Encroachment. Grantee shall furnish the Town, without demand, each July a certification from the insurance carrier or carriers with whom the insurance herein mentioned is carried, stating that such compensation is covered by such carrier or carriers and showing such insurance to be in full force and effect. Both Grantee and the Town shall be named as insured parties by endorsement of the policy. In the event of any change in the insurance policy, Grantee shall give the Town thirty (30) days' notice of such change. Should Grantee fail to pay premiums upon said insurance or to perform any of the agreement, terms or conditions herein contained, the Town, at its option, by written notice may declare this Encroachment Agreement canceled and terminated and all rights acquired hereunder by Grantee shall thereupon terminate.

13. Notwithstanding Section 14 below, Grantee shall be released from its obligation under this Encroachment Agreement only upon the assumption of said obligations either by a successor in title to the **Residential Lot**, or by assumption of said obligations by an incorporated party approved by the Town. The Town's consent to such assumption and release shall be required but shall not be withheld, conditioned or delayed if, as reasonably determined by the Town, the party assuming Grantee's obligations possesses adequate financial resources and ownership interest, and Grantee's delegate and proposed assignee assume and agree to fulfill, in writing, all of Grantee's duties set forth in this Encroachment Agreement.

14. The right to encroach is appurtenant to and runs with the land hereinabove referred to and shall forever by subject to the conditions above agreed on between the parties. This Encroachment Agreement is binding upon the heirs, assigns, transferees, and successors in interest of the Grantee and shall, upon execution, be recorded in the Office of the Register of Deeds of Wake County, North Carolina.

In testimony whereof, said Grantee and said Town have here unto set their hands and seals, the day and year first above written.

**GRANTEE**

**Swigart Construction, Inc.**

By: [Signature] (SEAL)  
James R Swigart  
President

**NORTH CAROLINA**

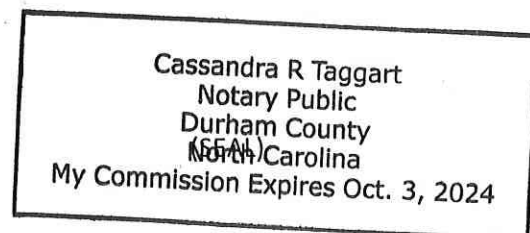
**COUNTY OF** Durham [county in which acknowledgement taken]

I, Cassandra Taggart, a Notary Public of Durham County, North Carolina, certify that James R Swigart, personally appeared before me this day and acknowledged that he is the President for Swigart Construction, Inc., Grantee herein, and that by authority duly given as President for the company, the foregoing instrument was signed and sealed by him on behalf of the company and acknowledged said writing to be the act and deed of said company.

Witness my hand and official stamp or seal, this 7<sup>th</sup> day of June, 2023.

[Signature]  
[Signature of Notary Public]

My Commission Expires: Oct. 3, 2024



**TOWN OF APEX**

\_\_\_\_\_  
Catherine Crosby  
Town Manager

(Corporate Seal)

ATTEST:

\_\_\_\_\_  
Allen Coleman, CMC, NCCCC  
Town Clerk

STATE OF NORTH CAROLINA

COUNTY OF \_\_\_\_\_ *[county in which acknowledgement taken]*

I, \_\_\_\_\_, a Notary Public for \_\_\_\_\_  
\_\_\_\_\_ County, North Carolina, certify that Allen Coleman personally came before me this day and  
acknowledged that he is Town Clerk for the Town of Apex, a North Carolina Municipal Corporation, and that  
by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by  
its Town Manager, sealed with its corporate seal and attested by him as its Town Clerk.

Witness my hand and official stamp or seal, this \_\_\_\_ day of \_\_\_\_\_, 2023.

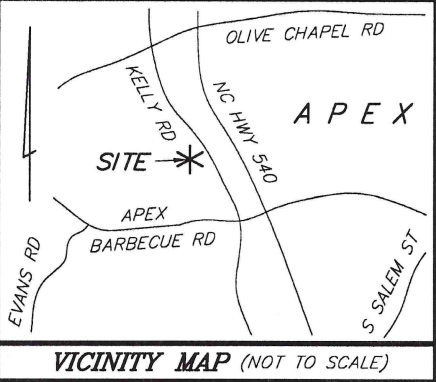
\_\_\_\_\_  
*[Signature of Notary Public]*

My Commission Expires: \_\_\_\_\_

(SEAL)

# EXHIBIT A

NOTE:  
THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A  
LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND  
DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE  
WITH RECORDING REQUIREMENTS FOR PLATS.



**VICINITY MAP (NOT TO SCALE)**

LOT 3 ~ WINSTON SUBDIVISION

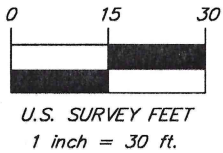
REFERENCES: B.M. 2020, PGS. 1807 & 1808  
D.B. 18846, PG. 652

PROPERTY ADDRESS: 2218 WINSTON CIRCLE  
APEX, NC 27502

ALL DISTANCES SHOWN HEREON ARE U.S. SURVEY  
FOOT UNIT HORIZONTAL GROUND MEASUREMENTS.

AREA DETERMINED BY COORDINATE GEOMETRY METHOD.

**COMMON AREA**  
B.M. 2020,  
PGS. 1807 & 1808



**(4)**  
B.M. 2020,  
PGS. 1807 & 1808

- NOTES:
- (a) THE PROPERTY SHOWN HEREON MAY BE SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RIGHTS OF WAY, AND EASEMENTS OF RECORD AFFECTING THE SAME.
  - (b) NO TITLE SEARCH HAS BEEN PERFORMED BY THIS FIRM DURING THE COURSE OF THIS SURVEY.
  - (c) THIS SURVEYOR DOES NOT CERTIFY TO THE EXISTENCE OR NON-EXISTENCE OF ANY UNDERGROUND UTILITIES, BURIAL GROUNDS, OR ANY SUBSURFACE FEATURES THAT MAY OR MAY NOT BE PRESENT ON THIS SITE.
  - (d) THIS MAP DOES NOT MEET NCGS 47-30 REQUIREMENTS FOR RECORDATION.

## LEGEND

- EIP - Existing Iron Pipe
- EMN - Existing Magnetic Nail
- R/W - Right Of Way
- WM - Water Meter
- R - Radius
- CH - Chord
- CO - Cleanout
- HVAC - Heating, Ventilation, and Air Conditioning
- PMT - Padmount Transformer
- UB - Utility Box
- EM - Electric Meter
- GM - Gas Meter
- TP - Telephone Pedestal
- TOA PUE - Town Of Apex Public Utility Easement

- Surveyed Line
- Surveyed Line
- Line Not Surveyed
- Minimum Building Setback Line (not surveyed)
- Approximate Right Of Way Line (not surveyed)
- Easement (not surveyed)

**WINSTON CIRCLE**  
65' PUBLIC R/W  
B.M. 2020,  
PGS. 1807 & 1808

NOT TO SCALE

## MINIMUM BUILDING SETBACKS SINGLE FAMILY RESIDENTIAL

FRONT	25'
REAR	20'
SIDE (MINIMUM)	6'
SIDE (CORNER)	15'
SIDE (AGGREGATE)	16'
BUILDING HEIGHT (MAXIMUM)	40'

B.M. 2020, PGS. 1807 & 1808

Driveway will encroach  
199 Square Feet (SF)  
onto the TOA Public  
Sewer Utility Easement

LISTED OWNER  
(NOT A TITLE VERIFICATION)

SWGART CONSTRUCTION, INC.  
602 BLADESTONE COURT  
APEX, NC 27502

AS BUILT SURVEY FOR  
**TOTAL CONSTRUCTION SOLUTIONS INC.**  
TOWN OF APEX, BUCKHORN TOWNSHIP, WAKE COUNTY, NC



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

P.O. BOX 457  
N.C. 27502  
362-7111

FIRM LICENSE No. C-0155

FIELD DATE  
JUNE 5, 2023

SCALE 1" = 30'

PIN 0731-19-8193

PROJECT No. 2021-36



# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 27, 2023

## Item Details

Presenter(s): Angela Reincke, Parks Planning Project Manager

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

### Requested Motion

Motion to approve a fee-in-lieu for Humie Olive Place with the original 4 lots for a total of 8 duplex units paying a fee of \$2,157.44 per each unit and 2 additional lots with a total of 4 duplex units paying a fee of \$2,705.23 per each unit.

### Approval Recommended?

Yes

### Item Details

Per the Unified Land Development Ordinance, Article 14, the Humie Olive Place Master Subdivision was exempt from review by the Parks, Recreation, and Cultural Resources Advisory Commission as it has less than 45 single family attached dwelling units. Humie Olive place was rezoned in case No. 22CZ18 to Medium Density -Conditional Use for 6 residential lots. The Humie Olive Place Master Subdivision Plan is being updated to provide a total of 12 duplex units. As a result of amending the previously approved Master Subdivision plan Parks, Recreation and Cultural resources staff is recommending a fee-in-lieu of dedication for this project with the original 4 lots with a total of 8 duplex units paying a fee of \$2,157.44 per each and 2 additional lots with a total of 4 duplex units paying a fee of \$2705.23 per each. Staff recommends approval of a fee-in-lieu of dedication based on the total number of duplex units at the Single family Attached rate at the time of the approval of the Master Subdivision Plan as noted.

### Attachments

- N/A



# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 27, 2023

## Item Details

Presenter(s): John Mullis, Director

Department(s): Public Works

### Requested Motion

Motion to approve a Memorandum of Agreement (MOA) between Central Pines Regional Council (formerly Triangle J Council of Governments (TJCOG) and Town of Apex, effective July 1, 2023 through June 30, 2024, for the purpose of participating in the Solid Waste Consortium and to authorize the Town Manager to execute the agreement on behalf of the Town.

### Approval Recommended?

Yes

### Item Details

The Triangle Regional Solid Waste Consortium is a newly formed partnership of city and county solid waste departments aimed at developing strategies and regional approaches in the areas of solid waste collection and disposal, recycling, biosolids, composting, yard waste, and household hazardous materials. The scope of work can be found on the front page of the agreement. The total cost of services for this agreement is \$1993.02.

Attachment A is broad overview of surrounding municipalities budget.

Attachment B is the work plan for Fiscal Year 2023-2024.

### Attachments

- CN12-A1: Memorandum of Agreement - Triangle Region Solid Waste Consortium
- CN12-A2: Attachment A: Budget - Triangle Region Solid Waste Consortium
- CN12-A3: Attachment B: Work Plan - Triangle Region Solid Waste Consortium



# Memorandum of Agreement

## Triangle Region Solid Waste Consortium

THIS AGREEMENT, made \_\_\_\_\_ by and between Triangle J Council of Governments, hereinafter called the “Council”, and the Town of Apex, hereinafter called the “Town.” The Council and the Town shall collectively be referred to as the “Parties.”

### **WITNESSETH**

WHEREAS, the Council operates to provide planning and technical assistance to local governments and for region-wide projects in Region J as empowered by the North Carolina General Statutes and by its Charter Resolution, adopted by all member governments of the Council; and

WHEREAS, the Town requests that the Council provide such technical assistance, as detailed in the following Scope of Work and further outlined in a yearly work plan; and

NOW, THEREFORE, the Council and the Town mutually agree to the following:

#### **1. Scope of Work**

The Town hereby agrees to engage the Council and the Council agrees to perform in a satisfactory and proper manner the work below:

- a) Provide staff to convene the Triangle Regional Solid Waste Consortium (“Consortium”) and to facilitate communication and meetings among the Consortium members.
- b) Provide staff to work with Consortium members to develop governance structure and appropriate governance documents.
- c) Provide staff to conduct analysis and provide recommendations on behalf of the Consortium.
- d) Provide staff to work with the Consortium to develop a strategy on regional approaches in the areas of solid waste collection and disposal, recycling, biosolids, composting, yard waste, household hazardous waste, and other services that the Consortium determines is appropriate to study and/or develop strategies around.
- e) Provide staff to develop regional outreach and education related to recycling and solid waste issues.
- f) Provide staff to work with the Consortium to implement priority needs.
- g) Provide staff to develop Interlocal agreements and joint contracts and to, maintain, administer, evaluate, and monitor agreements and contracts for the provision of services or when any of these activities are deemed beneficial to the Consortium members.
- h) Develop a yearly work plan and budget, which will be approved by Consortium members each year.

#### **2. Responsibility of the Town**

- a. Town will provide appropriate representation to the Consortium and will actively participate in the Consortium’s activities.

**3. Length of Contract**

The Council shall ensure that all services required herein shall be provided during the period beginning on July 1, 2023 and ending June 30, 2024.

**4. Assignability**

The Council shall not assign any interest in this Agreement and shall not transfer any interest in the same, whether by assignment or substitution, without the prior written consent of the Town or unless specifically contained in the Scope of Work set forth in Section 1 above.

**5. Compensation and Method of Payment**

The Town will pay the Council for the services provided hereunder as stipulated in the yearly work plan attached hereto. Inclusive in the amount are associated travel costs and expenses directly related to the project. The total cost of this Agreement is \$1993.02. Payment will be invoiced in July of each year. The "Effective Date" is that date upon which the last Party executes this Agreement.

**6. Termination of Memorandum of Agreement for Cause**

If, for any cause, the Council shall fail to fulfil in a timely and proper manner its obligations under this Agreement, or if the Council shall violate any of the covenants, agreements, or stipulations of this Agreement, the Town shall have the right to terminate this Agreement by giving written notice to the Council of its intent to terminate at least thirty (30) days before the termination is effective. During the thirty-day notification period, the Council shall have the opportunity to remedy any failure or violations to avoid termination of the Agreement. If termination occurs, the Council shall be entitled to receive just and equitable compensation for all satisfactory work completed.

**7. Changes**

The Town may request changes in the Scope of Work to be performed by the Council hereunder. However, suggested changes must be agreed upon by a majority of the then-active Consortium members. The changes that are mutually agreed upon shall be incorporated as written amendments to this Agreement.

**8. Records**

The Council shall maintain financial records pertaining to this Agreement for (3) three years after termination of the Consortium or until disposal of records is allowed by the State of North Carolina Records Retention Schedule for Councils of Governments, whichever is longer.

**9. Access to Records**

The Council shall have access to appropriate records on file at the Town which are necessary for Council staff to fulfil the terms of this Agreement.

**10. Interest of Contractor**

The Council covenants that it presently has no interest and shall not acquire an interest, direct or indirect, that would conflict in any manner or degree with the performance of services performed under this Agreement. The Council further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed.

**11. Findings Confidential**

Any reports, information, data, etc., given to, or prepared or assembled by, the Council under this Agreement that the Town requests to be kept confidential shall not be made available to any individual or organization other than the Town, as required by law.

**12. Complete Agreement**

This Agreement contains the complete agreement of the Parties and may not be modified in any respect except by written amendment hereto.

**13. Applicable Laws**

The Parties agree that this Agreement is to be governed, construed, and enforced in accordance with all of the laws of the State of North Carolina.

**14. Indemnification**

To the extent allowed by law, the Council agrees to indemnify, hold harmless and defend the Town as well as its directors, officers, employees, and agents against all claims for personal injury or property damage or both, including reasonable attorney's fees and the cost of defense resulting or alleged to result from any act or omission of the Council or its employees or agents in performing or failing to perform any of its obligations under this Agreement.

To the extent allowed by law, the Town agree to indemnify, hold harmless and defend the Council as well as its director, officers, employees and agents against all claims for personal injury or property damage or both including reasonable attorney's fees and the cost of defense resulting or alleges to result from any act or omission of Town or its employee or agents in performing or failing to perform any of its obligations under this Agreement.

IN WITNESS WHEREOF, each party has caused this Agreement to be duly executed under seal on the day and year first above written.

Town of Apex

Triangle J Council of Governments

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

### Attachment A: Budget

Member Government	2020 ACS 5-year Estimate	Percent of Total Population	Base Amount	Dues Based on Population	Total
Raleigh	469,698	20%	\$ 1,500.00	\$ 4,193.63	\$ 5,693.63
Wake County (Entire County)	1,091,662	46%	\$ 1,500.00	\$ 9,746.75	\$ 11,246.75
Durham	276,341	12%	\$ 1,500.00	\$ 2,467.27	\$ 3,967.27
Durham County (Unincorporated)	41,324	2%	\$ 1,500.00	\$ 368.96	\$ 1,868.96
Holly Springs	36,595	2%	\$ 1,500.00	\$ 326.73	\$ 1,826.73
Orange County (Entire County)	146,354	6%	\$ 1,500.00	\$ 1,306.70	\$ 2,806.70
Chatham County (Unincorporated)	60,081	3%	\$ 1,500.00	\$ 536.05	\$ 2,036.05
Cary	169,177	7%	\$ 1,500.00	\$ 1,510.47	\$ 3,010.47
Apex	55,220	2%	\$ 1,500.00	\$ 493.02	\$ 1,993.02
Total	2,346,452				
Total Contract Cost	\$ 34,449.58		\$ 13,500.00	\$ 20,949.58	\$ 34,449.58

## **Attachment B: Work plan for FY 24**

### **Organizational Items**

1. Work with local governments who intend to continue as or become Consortium members to secure executed Memoranda of Agreements by or around June 30, 2023.
2. Convene the members of the Consortium no fewer than six (6) times during the fiscal year. Staff will develop agendas, develop meeting notes, etc. Staff will work with the consortium to develop topics for 6+ meetings based on related topics of interest.
3. Collect Material Recovery Facility (MRF) contracts executed by consortium members in 2023, summarize and upload to Microsoft Teams Website.
4. Continually update Microsoft Teams Website to house documents that will be relevant to consortium members including but not limited to contracts, RFPs, public messaging documents, etc. relevant to the goals of the consortium.
5. Work with the Consortium to develop governance documents as needed.

### **5-Year Strategy Development with Measurable Outcomes**

1. Organize meetings around the following topics (subject to change and/or be expanded on) that are of important relevance to consortium members:
  - i. Composting
    1. Food Waste
    2. Yard Waste
  - ii. Electric Vehicles
    1. Purchasing
    2. Lessons learned
  - iii. Landfills
    1. Waste Diversion
    2. Waste to Energy
    3. Future landfills
  - iv. Recycling
    1. Strategies for obtaining uniform MRF contract rates
    2. Joint efforts on hard to-recycle or unique items
    3. Joint messaging and promotion efforts
2. As needed, create working groups that convene around the following topics in addition to regularly scheduled bi – monthly meetings. The intention of working groups is to help develop and execute action items that are of both short term and long-term interest for the consortium.
3. Continued review of successful regional solid waste efforts and formal long-term strategy development and arranged presentations as needed.

**Additional Solid Waste Work Plan Items**

1. Continued monitoring of trends and local, state, and federal policies that will affect consortium members' operations.
2. As needed, identify areas where technical assistance and information on best practices can be provided (ex. Green-building procurement laws, LCID permitting, PFAS regulations)
3. Research grants and funding opportunities that can be jointly pursued, with particular emphasis on 2024 "Solid Waste Infrastructure for Recycling" and "Reduce, Reuse, Recycle Education and Outreach" grants offered by EPA.
4. Develop Fiscal Year 2024-25 Work plan and Budget for the Consortium's consideration by January 30, 2024, and approval by March 31, 2024.



# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 27, 2023

## Item Details

Presenter(s): Laurie Hohe, Town Attorney

Department(s): Legal Services Department

### Requested Motion

Motion to approve an Ordinance Amendment to incorporate local acts into the Town Charter.

### Approval Recommended?

Yes

### Item Details

This ordinance incorporates local acts into the Town Charter that have not yet been incorporated. This enhances the ability of Town officials, Town staff, and citizens to research and be knowledgeable of the authority invested in the Town by the General Assembly.

### Attachments

- CN13-A1: Ordinance 2023-XXX - Incorporating Local Acts into Charter



**ORDINANCE NO. 2023-\_\_\_\_-\_\_**

**AN ORDINANCE TO INCORPORATE LOCAL ACTS INTO  
THE CHARTER OF THE TOWN OF APEX**

**WHEREAS**, North Carolina General Statutes Chapter 160A-496 authorizes the Town Council to incorporate local acts into the Town's Charter and prescribes a process by which such incorporation may be accomplished;

**WHEREAS**, pursuant to NCGS 160A-496 the Town Attorney may recommend to Town Council to adopt an ordinance to incorporate local acts into the Town Charter and the Town Attorney may suggest a provision of catchlines or other modifications in arrangement or form that do not change the provisions themselves as necessary to effect an orderly incorporation of local laws into the Town Charter;

**WHEREAS**, when Council adopts an ordinance amending the Town Charter to incorporate local acts, the Town Clerk shall file a certified true copy of the ordinance with the Secretary of State and the Legislative Library;

**WHEREAS**, the Town Attorney recommends incorporating local acts into the Town Charter so that Council, staff, citizens, and other interested parties may more easily access the laws applicable to living and conducting business in the Town of Apex; and

**WHEREAS**, the Town Council wishes to act according to the advice and guidance provided by the Town Attorney.

**NOW, THEREFORE, BE IT ORDAINED** by the Town Council of the Town of Apex as follows:

**Section 1. Upon recommendation of the Town Attorney pursuant to NCGS 160A-496, Article VI of the Charter of the Town of Apex is hereby amended to read as follows, with additions shown as bold underlined text:**

**Sec. 6.8 – Procedure for permanently closing streets and alleys limited to corporate limits.**

- (a) When the Town of Apex proposes to permanently close any street or public alley, the Council shall first adopt a resolution declaring its intent to close the street or alley and calling a public hearing on the question. The resolution shall be published once a week for four successive weeks prior to the hearing, a copy thereof shall be sent by registered or certified mail to all owners of property adjoining the street or alley as shown on the county tax records, and a notice of the closing and public hearing shall be prominently posted in at least two places along the street or alley. If the street or alley is under the authority and control of the Department of Transportation, a copy of the resolution shall be mailed to the Department of Transportation. At the hearing, any person may be heard on**

the question of whether or not the closing would be detrimental to the public interest, or the property rights of any individual. If it appears to the satisfaction of the Council after the hearing that closing the street or alley is not contrary to the public interest, and that no individual owning property in the vicinity of the street or alley or in the subdivision in which it is located would thereby be deprived of reasonable means of ingress and egress to his property, the Council may adopt an order closing the street or alley. A certified copy of the order (or judgment of the court) shall be filed in the office of the register of deeds of the county in which the street, or any portion thereof, is located.

- (b) Any person aggrieved by the closing of any street or alley including the Department of Transportation if the street or alley is under its authority and control, may appeal the Council's order to the General Court of Justice within 30 days after its adoption. The court shall hear the matter de novo, and shall have full jurisdiction to try the issues arising and to order the street or alley closed upon proper findings of fact by the jury. No cause of action or defense founded upon the invalidity of any proceedings taken in closing any street or alley may be asserted, nor shall the validity of the order be open to question in any court upon any ground whatever, except in an action or proceeding begun within 30 days after the order is adopted.
- (c) Upon the closing of a street or alley in accordance with this section, subject to the provisions of subsection (f) of this section, all right, title, and interest in the right-of-way shall be conclusively presumed to be vested in those persons owning lots or parcels of land adjacent to the street or alley, and the title of such adjoining landowners, for the width of the abutting land owned by them, shall extend to the centerline of the street or alley.
- (d) This section shall apply to any street or public alley within the city that has been irrevocably dedicated to the public, without regard to whether it has actually been opened.
- (e) No street or alley under the control of the Department of Transportation may be closed unless the Department of Transportation consents thereto.
- (f) The Town of Apex may reserve its right, title, and interest in any utility improvement or easement within a street closed pursuant to this section. Such reservation shall be stated in the order of closing.

(S.L. 1989, Ch. 279)

#### Sec. 6.9 – Compliance with Swift Creek Management Plan.

- (a) The Town of Apex shall not adopt any ordinance authorized by Chapter 160D of the General Statutes, or under any local Act or Charter provision relating to the subject of that Chapter, nor grant any permit or approval pursuant to those ordinances, that would be inconsistent with the standards and provisions of the Swift Creek Management Plan.

- (b) This section applies to any zoning map amendment and to any other zoning amendment, modification, repeal, or changes in zoning regulations and restrictions or zone boundaries relating to the area set forth in the Swift Creek Management Plan, but shall not be construed to prevent the Town of Apex from adopting zoning ordinance text changes.
- (c) This section shall not affect any valid and unexpired vested right of any landowner arising by law pursuant to G.S. 153A-344.1 or G.S. 160A-385.1, nor shall this section affect the right of any person to protest zoning changes or otherwise appeal planning, subdivision, or zoning actions as provided by Article 18 of Chapter 153A of the General Statutes (G.S. 153A-320 et seq.), or Article 19 of Chapter 160A of the General Statutes (G.S. 160A-360 et seq.), or by local ordinance.
- (d) If the Town of Apex has an ordinance to effectuate the recommended minimum performance standards for the Swift Creek watershed and the other specific features set forth in the Swift Creek Management Plan, then the Town of Apex may modify its zoning ordinance to further meet or exceed the requirements of the Swift Creek Management Plan. The Swift Creek Management Plan may be modified by interlocal agreement pursuant to Article 20 of Chapter 160A of the General Statutes entered into by all of the affected jurisdictions.
- (e) The Town of Apex may extend utilities unilaterally to any portion of its jurisdiction subject to the Swift Creek Management Plan provided that, prior to October 22, 1998, the Town of Apex zoned or rezoned the subject area in anticipation of providing utilities to the area.

(S.L. 1998, Ch. 192)

Sec. 6.10 – Standing of Town to enforce Swift Creek Management Plan.

- (a) The Town of Apex, as a party to the Swift Creek Management Plan, shall have standing to contest an action of another party to the Swift Creek Management Plan that the Town Council for the Town of Apex believes is inconsistent with the standards and provisions of the Swift Creek Management Plan in violation of the provisions of subsections (a) through (c) of Sec. 6.9 of this Charter.
- (b) Any person who resides in the Town of Apex and who also resides in the Swift Creek watershed shall have standing to contest an action of any party to the Swift Creek Management Plan that the person believes is inconsistent with the standards and provisions of the Swift Creek Management Plan in violation of the provisions of subsections (a) through (c) of Sec. 6.9 of this Charter, provided that the person has a specific personal or legal interest in the action and is adversely affected thereby.
- (c) The Town of Apex or person who has standing under subsection (a) or (b) of this section may file a petition in the superior court of Wake County seeking review of the action of a local government that the Town of Apex or person believes to be inconsistent with the standards and provisions of the Swift Creek

Management Plan in violation of the provisions of subsections (a) through (c) of Sec. 6.9 of this Charter. A petition under this section shall be filed no later than sixty (60) days after the adoption, amendment, or repeal of the ordinance, the grant of the permit or approval, an extension of any utility, or other action the local government or person believes to be inconsistent with the standards and provisions of the Swift Creek Management Plan in violation of the provisions of subsections (a) through (c) of Sec. 6.9 of this Charter.

- (d) A petition filed under this section shall state with specificity what exceptions are taken to the action of the respondent local government and what relief the petitioner seeks. Within fifteen (15) days after receipt of the copy of the petition for review, or within such additional time as the court may allow, the respondent local government shall transmit to the court a copy of the ordinance, permit, or approval and any other minutes or documents that constitute the record of the challenged action.
- (e) The court may hear oral arguments, receive written briefs, and take evidence on the question of whether or not there has been a violation of subsections (a) through (c) of Sec. 6.9 of this Charter.
- (f) If the court determines that there has been a violation of subsections (a) through (c) of Sec. 6.9 of this Charter, it shall declare the ordinance, permit, approval, or other action void and may order any additional relief that appears appropriate.
- (g) This section shall not be construed to preclude a judicial determination, based on common-law principles, statutory provisions, or other law, that standing exists in a particular case for a person to bring an action to challenge an alleged violation of the Swift Creek Management Plan and the provisions of subsections (a) through (c) of Sec. 6.9 of this Charter.

(S.L. 2005, Ch. 89)

Sec. 6.11 – Ordinances regulating trees and shrubs generally.

- (a) In order to preserve and enhance one of the most valuable natural resources of the community and to protect the safety and welfare of its citizens, the Town of Apex may adopt ordinances to regulate the planting, removal, and preservation of trees and shrubs on public and private property within the Town. Any ordinance adopted pursuant to this section shall exclude property to be developed for single-family or duplex residential uses and shall exclude normal forestry activities conducted pursuant to a forestry management plan prepared or approved by a forester registered pursuant to Chapter 89B of the General Statutes.
- (b) Prior to adopting an ordinance authorized by subsection (a) of this section, a public hearing shall be held before the Town Council for the Town of Apex. Notice of the hearing shall be given in accordance with G.S. 160D-601.

(S.L. 2000, Ch. 108)

Sec. 6.12 – Electronic notice for certain public hearings.

The Town Council for the Town of Apex may adopt ordinances providing that notice of public hearings may be given through electronic means, including, but not limited to, the Town of Apex Internet site. Ordinances adopted pursuant to this section shall not supersede any North Carolina law that requires notice by mail to certain classes of people or the posting of signs on certain property and shall not alter the publication schedule for any public notice.

(S.L. 2007, Ch. 86)

Sec. 6.13 – Standards for annexation of noncontiguous areas; Removes limitation of satellite corporate limits to ten percent of area within the primary corporate limits.

A noncontiguous area proposed for annexation must meet all of the following standards:

- (a) The nearest point on the proposed satellite corporate limits must be not more than three miles from the primary corporate limits of the Town of Apex.
- (b) No point on the proposed satellite corporate limits may be closer to the primary corporate limits of another city than to the primary corporate limits of the annexing city, except as set forth in subsection (b2) of North Carolina General Statutes Chapter 160A-58.1.
- (c) The area must be so situated that the Town of Apex will be able to provide the same services within the proposed satellite corporate limits that it provides within its primary corporate limits.
- (d) If the area proposed for annexation, or any portion thereof, is subject to subdivision regulation as described in G.S. 160D-802, all of the subdivision must be included.

(S.L.2009, Ch. 53)

Sec. 6.14 – Authority to use wheel locks.

The Apex Town Council of the Town of Apex may provide, by ordinance, for the use of wheel locks on illegally parked vehicles for which there are three or more unpaid parking tickets which are at least 90 days overdue. The ordinance shall provide for notice or warning to be affixed to the vehicle, immobilization, towing, impoundment, appeal hearing, an immobilization fee not to exceed fifty (\$50.00) dollars, and charges for towing and storage. The Town of Apex shall not be responsible for any damage to an immobilized illegally parked vehicle resulting from unauthorized attempts to free or move that vehicle.

**(S.L. 2009, Ch. 152)**

**Section 2.** It is the intention of the governing body, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Charter and the sections of this ordinance may be renumbered to accomplish such intention.

**Section 3. Severability, Conflict of Laws.** If this ordinance or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given separate effect and to the end the provisions of this ordinance are declared to be severable. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

**Section 4. Filing of the Ordinance.** The Town Clerk shall file a true copy of this ordinance with the North Carolina Secretary of State and the North Carolina General Assembly Legislative Library.

**Section 5. Effective Date.** This ordinance shall be effective upon adoption.

Introduced by Council Member: \_\_\_\_\_

Seconded by Council Member: \_\_\_\_\_

This the \_\_\_\_ day of \_\_\_\_\_, 2023.

Attest:

TOWN OF APEX, NORTH CAROLINA

\_\_\_\_\_  
Allen Coleman, CMC, NCCCC  
Town Clerk

\_\_\_\_\_  
Jacques K. Gilbert  
Mayor

Approved As To Form:

\_\_\_\_\_  
Laurie L. Hohe,  
Town Attorney

# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 27, 2023

## Item Details

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

Department(s): Human Resources

### Requested Motion

Motion to approve the Fiscal Year 2024 Position Authorization List and the Fiscal Year 2024 Job Title and Market Range Inventory for the Town of Apex.

### Approval Recommended?

Yes

### Item Details

The attached FY24 Position Authorization List includes all authorized, classified Town positions, including all new positions proposed in the FY24 annual budget.

This motion also includes a request for approval of the attached FY24 Job Title and Market Range Inventory, which includes a list of all job titles and associated salary ranges. The FY24 salary ranges have been increased by 2% to make necessary market adjustments so that the Town can remain competitive in recruitment and retention efforts. All Town employees will receive a 2% market adjustment increase as a result of the salary range adjustment, to avoid salary compression and salary inequities.

The new position authorizations and 2% market range adjustments and associated salary increases were presented and approved at the joint Personnel and Finance Committee meeting on March 23, 2023, and have been included in the proposed FY24 annual budget.

### Attachments

- CN14-A1: FY24 Position Authorization List
- CN14-A2: FY24 Job Title and Market Range Inventory





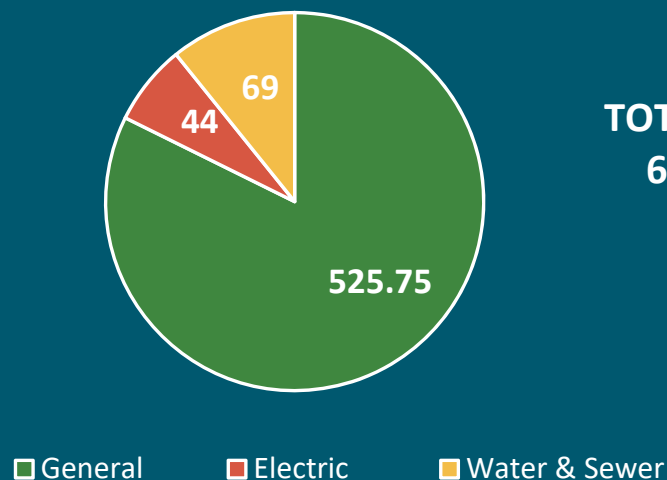
# FY24 Authorized Positions



## Full Time Equivalent

7	Administration
7	Budget & Performance Management
5	Communications
7	Community Development and Neighborhood Connections
2	Diversity, Equity, and Inclusion
4	Economic Development
44	Electric
23.25	Finance
115	Fire
12	Human Resources
21	Information Technology
24	Building Inspections & Permits
4	Legal
60.25	Parks, Recreation, and Cultural Resources
21	Planning
132.75	Police & Emergency Communications
54.5	Public Works
4	Town Clerk
22	Transportation & Infrastructure Development
69	Water Resources

## By Fund



**TOTAL FTEs  
638.75**

# By Department



## Administration

7

	FT	PT	FTE	Grade
Town Manager	1		1	N/A
Deputy Town Manager	1		1	SL305
Assistant Town Manager	2		2	SL304
Management Analyst	0		0	M10
Senior Executive Assistant (Town Administration)	1		1	M09
Administrative Assistant	1		1	TBD
Receptionist	1		1	M05

## Budget, Performance, & Strategy

7

	FT	PT	FTE	Grade
Budget & Performance Director	1		1	SL301
Lead Budget & Performance Analyst	1		1	M11
Budget & Performance Analyst	3		3	M10
Sustainability Program Coordinator	1		1	M09
Sustainability Specialist	1		1	M08

## Communications

5

	FT	PT	FTE	Grade
Communications Director	1		1	SL301
Communications Coordinator	1		1	M10
Public Information Officer	1		1	TBD
Digital Media Specialist	1		1	M08
Multimedia Specialist	1		1	M08

## Community Development & Neighborhood Connections

7

	FT	PT	FTE	Grade
Community Development and Neighborhood Connections Direct	1		1	SL302
Housing Program Manager	1		1	M13
311 Manager	1		1	TBD
Senior Housing Specialist	1		1	M12
Community Engagement Coordinator	1		1	M10
Neighborhood Improvement Specialist	1		1	M10
Housing Technician	1		1	M08

## Diversity, Equity, and Inclusion

2

	FT	PT	FTE	Grade
Diversity, Equity, and Inclusion Director	1		1	SL301
DEI Coordinator	1		1	M10

## Economic Development

4

	FT	PT	FTE	Grade
Economic Development Director	1		1	SL301
Small Business Manager	1		1	M10
Small Business Specialist	1		1	M07
Economic Development Specialist	1		1	M05

## Electric

44

	FT	PT	FTE	Grade
Electric Utilities Director	1		1	SL302
Electric Programs & Tech Coordinator	1		1	M07
Program Support Specialist	1		1	M05
Electric Line Technician Apprentice/I/II/III/Journey	17		17	E6/E8/E9/E10/E11
Utility Locate Technician - Lead	1		1	E7
Powerline Right of Way Technician	4		4	E7
Utility Locate Technician	3		3	E6
Senior Electrical Engineer	1		1	E14
Electric Technical Services Manager	1		1	E14
Electric Operations Manager	1		1	E14
Electric Crew Field Supervisor	4		4	E12
Electric Engineering Assistant	2		2	E12
Electric Operations Assistant	1		1	E12
Electric Technical Services Specialist I/II	2		2	E10/E11
Electric Utilities Specialist	1		1	E11
Powerline Forester	1		1	E11
Powerline Trainee/Arborist	2		2	E9/E10

## Finance

23.25

	FT	PT	FTE	Grade
Finance Director	1		1	SL302
Assistant Finance Director	1		1	M15
Accounting Manager	1		1	M12
Purchasing and Contracts Manager	1		1	M11
Customer Service & Billing Manager	1		1	M11
Finance & Utility Accountant	1		1	M10
Assistant Customer Service Manager	1		1	M10
Payroll Administrator	1		1	M08
Accounting Specialist	1	1	1.75	M07
Buyer	1		1	M07
Purchasing Agent	1		1	M06
Senior Utility Customer Service Specialist	5		5	M06
Accounts Payable Technician	1		1	M05
Utility Customer Service Specialist	3		3	M05
Inventory & Warehouse Specialist	2		2	M05
Utility Billing Clerk		1	0.50	M04

## Fire & Rescue

115

	FT	PT	FTE	Grade
Fire Chief	1		1	SL303
Assistant Fire Chief	3		3	M14
Admin Logistics Coordinator	1		1	M07
Fire Battalion Chief	6		6	F109
Fire Marshal	1		1	F109
Fire Lieutenant/Captain	24		24	F104/107
Deputy Fire Marshal	1		1	F107
Fire Training Coordinator	2		2	F107
Emergency Management Coordinator	1		1	F107
Fire Engineer	24		24	F103
Cadet/Firefighter/Senior Firefighter	48		48	F102
Community Risk Reduction Coordinator	1		1	F102
Fire Inspector	1		1	F101
Program Support Specialist	1		1	M05

## Human Resources

12

	FT	PT	FTE	Grade
Human Resources Director	1		1	SL302
Assistant Human Resources Director	1		1	M15
Compensation & Benefits Manager	1		1	M13
Safety & Risk Manager	1		1	M13
Senior Training & Development Consultant	1		1	M12
Human Resources Data & Systems Administrator	1		1	M10
Senior Talent Acquisition Consultant	1		1	M10
Talent Acquisition Consultant	1		1	M09
Human Resources Consultant	2		2	M09
Executive Assistant	1		1	M07
Human Resources Technician	1		1	M07

## Information Technology

21

	FT	PT	FTE	Grade
Information Technology Director	1		1	SL302
Information Technology Manager	1		1	M13
GIS Administrator	1		1	M12
Information Technology Supervisor	3		3	M12
IT Security & Compliance Analyst	1		1	M11
Information Technology Analyst	5		5	M11
Information Technology Specialist	5		5	M10
GIS Analyst	2		2	M10
GIS Specialist	1		1	M09
GIS Technician	1		1	M08

## Building Inspections & Permits

**24**

	FT	PT	FTE	Grade
Inspections & Permits Director	1		1	SL301
Building Code Supervisor	2		2	M12
Plans and Permits Supervisor	1		1	M12
Building Code Official I/II/III	13		13	M08/M10/M11
Senior Plans Examiner	1		1	M11
Plans Examiner	3		3	M08
Permit Specialist	2		2	M06
Senior Program Support Specialist	1		1	M06

## Legal Services

**4**

	FT	PT	FTE	Grade
Town Attorney	1		1	N/A
Deputy Town Attorney	1		1	M16
Assistant Town Attorney	1		1	M14
Legal Assistant	1		1	M07

## Parks, Recreation, and Cultural Resources

**60.25**

	FT	PT	FTE	Grade
Parks, Rec and CR Director	1		1	SL301
Assistant Parks, Recreation, and Cultural Resources Director	1		1	M15
Park Manager	1		1	M12
Parks Operations Manager	1		1	M12
Parks Planning & Project Manager	1		1	M12
PRCR Center Manager (Community, Senior, Cultural Arts)	3		3	M11
Parks Operations Supervisor	1		1	M10
Special Events Coordinator	1		1	M09
Athletics & Grounds Supervisor	1		1	M09
Recreation Program Supervisor	4		4	M09
Parks & Greenways Planning Tech	1		1	M08
Cultural Arts Specialist	1		1	M08
Recreation Program Specialist	1		1	M08
Executive Assistant	1		1	M07
Athletics & Grounds Team Leader	3		3	M07
Cultural Arts Marketing and Event Specialist	1		1	M07
Parks Operations Team Leader	4		4	M07
Marketing & Programs Coordinator	1		1	M07
Camp Director (PT30)		2	1.5	M07
Volunteer Coordinator	1		1	M07
Recreation Customer Service Specialist	5	4	8	M06
Athletic and Grounds Technician	1		1	M05
Parks Operations Worker I/II	7		7	M05
Parks Attendant	8		8	M04
Facility Attendant		1	0.75	M04
Athletics & Grounds Worker	5		5	M04

## Planning

21

	FT	PT	FTE	Grade
Planning Director	1		1	SL302
Planning Manager	1		1	M13
Long Range Planning Manager	1		1	M13
Planner/Planner II/Senior Planner	7		7	M09/M10/M12
Senior GIS Analyst	1		1	M11
Zoning Compliance Supervisor	1		1	M11
Sr Zoning Compl. Officer-Lndscpg	1		1	M10
Lead Planning Technician	1		1	M09
GIS Specialist	1		1	M09
Zoning Compliance Officer/Senior Zoning Compliance Officer	3		3	M08/M09
Planning Technician	2		2	M08
GIS Technician	1		1	M08

## Police

132.75

	FT	PT	FTE	Grade
Police Chief	1		1	SL303
Deputy Police Chief	1		1	M16
Police Captain	4		4	P207
Police Lieutenant	6		6	P206
Police Sergeant	12		12	P205
Police Corporal	7		7	P204
Police Officers (I/II/Master/Senior)	74		74	P200/P201/P202/P203
Compliance Manager	1		1	M12
Communications Center Manager	1		1	M12
Compliance Specialist	1		1	M10
Digital Forensics Technician	1		1	M09
Accreditation Specialist	1		1	M08
Police Records Supervisor	1		1	M08
Police Crisis Counselor	1		1	M08
Crime Analyst	1		1	M08
Victim Advocate	1		1	M08
Executive Assistant	1		1	M07
Administrative Coordinator		1	0.75	M07
Communications Shift Supervisor	4		4	M07
Telecommunicator I, II, Senior	8		8	M06/M07
Evidence Tech/Quartermaster	2		2	M06
Police Records Technician	3		3	M05

## Public Works

54.5

	FT	PT	FTE	Grade
Public Works Director	1		1	SL301
Fleet Services Manager	1		1	M13
Public Works Operations Manager	1		1	M12
Facilities & Grounds Manager	1		1	M11
Solid Waste Operations Supervisor	1		1	M10
Facility Services Supervisor	1		1	M10

## Public Works (cont'd)

Fleet Services Supervisor	1	1	M10
Streets Operations Supervisor	1	1	M10
PW Data Operations Analyst	1	1	M10
Grounds Maintenance Supervisor	1	1	M08
PW Data Operations Specialist	1	1	M08
Fleet Crew Leader	1	1	M07
Street Maintenance Field Crew Supervisor	3	3	M07
Solid Waste Field Crew Supv.	1	1	M07
Senior Facility Maintenance Mechanic	2	2	M07
Facility Maintenance Mechanic	4	4	M06
Senior Program Support Specialist	1	1	M06
Street Signs Technician	1	1	M06
Fleet Services Mechanic I/Senior	3	3	M06/M07
Program Support Specialist	1	1	M05
Solid Waste Equipment Operator	12	12	M05
Street Maintenance Worker/Senior	9	9	M04/M05
General Maintenance Worker	4	4	M04
Street Signs Worker	1	1	M04
Public Works Attendant	1	0.5	M04

## Town Clerk

4

	FT	PT	FTE	Grade
Town Clerk	1		1	SL300
Deputy Town Clerk	1		1	M09
Legislative Assistant	1		1	M07
Legislative Procedures and Policy Coordinator	1		1	TBD

## Transportation & Infrastructure

22

	FT	PT	FTE	Grade
Transportation & Infrastructure Development Director	1		1	SL302
Transportation Engineering Mgr	1		1	M14
Traffic Engineering Manager	1		1	M14
Senior Capital Projects manager	1		1	M13
Professional Engineer/Traffic Safety Engineer	2		2	M12
Development Services Manager	1		1	M12
Infrastructure Inspections Manager	1		1	M12
Utilities Acquisition Specialist	1		1	M11
Engineering Projects Coordinator	1		1	M10
Infrastructure Inspector/Senior	5		5	M10
Engineering Specialist	1		1	M10
Development Specialist	1		1	M09
Development Technician	1		1	M06
Senior Program Support Specialist	1		1	M06
Program Support Specialist	1		1	M05
Capital Projects Inspector	2		2	M11

## Water Resources

69

	FT	PT	FTE	Grade
Water Resources Director	1		1	SL303
Stormwater Engineering Mgr	1		1	M14
Utilities Engineering Manager	1		1	M14
Senior Engineer	1		1	M13
Utilities Operations Manager	1		1	M13
WRF Manager	1		1	M13
Stormwater Field Services Supervisor	1		1	M12
WRF Supervisor	1		1	M11
Utilities Specialist	2		2	M11
Water Quality Supervisor	1		1	M11
Utility Engineer Intern	2		2	M11
Water Resources Specialist	1		1	M11
Stormwater Specialist I/II	3		3	M09/M10
Collections System Supervisor	1		1	M10
Laboratory Supervisor	1		1	M10
Utility Maintenance Supervisor	1		1	M10
Pump Maintenance Supervisor	1		1	M10
Water Resources Program Coordinator	1		1	M09
Water Field Crew Supervisor	1		1	M09
Utility Field Crew Supervisor	4		4	M09
GIS Specialist	1		1	M09
Stormwater Utility Coordinator	1		1	M09
Meter Services Supervisor	1		1	M09
WRF Operator/Mechanic I/II/III/IV	4		4	M07/M08/M09
Heavy Equipment Operator	2		2	M07
Pump Maintenance Mechanic	3		3	M07
Senior Laboratory Analyst	1		1	M07
Grounds Maintenance Team Lead	1		1	M06
Senior Meter Technician	2		2	M06
Utility Maintenance Worker/Senior/Technician	20		20	M05/M06
Senior Program Support Specialist	2		2	M06
Meter Technician	2		2	M05
Grounds Maintenance Technician	2		2	M04



Department	Position Title	Grade	Minimum	Market	Maximum
Administration	Receptionist	M05	\$44,429	\$54,425	\$68,864
Administration	Senior Executive Assistant to Town Administrator	M09	\$62,714	\$76,824	\$97,206
Administration	Management Analyst	M10	\$68,358	\$83,739	\$105,955
Administration	Assistant Town Manager	SL304	\$144,382	\$176,868	\$223,792
Administration	Deputy Town Manager	SL305	\$152,875	\$187,272	\$236,956
Administration	Administrative Assistant	M05	\$44,429	\$54,425	\$68,864
Budget & Performance	Sustainability Specialist	M08	\$57,535	\$70,481	\$89,180
Budget & Performance	Sustainability Program Coordinator	M09	\$62,714	\$76,824	\$97,206
Budget & Performance	Budget & Performance Analyst	M10	\$68,358	\$83,739	\$105,955
Budget & Performance	Lead Budget & Performance Analyst	M11	\$74,511	\$91,276	\$115,492
Budget & Performance	Budget & Performance Director	SL301	\$118,903	\$145,656	\$184,299
Communications	Digital Media Specialist	M08	\$57,535	\$70,481	\$89,180
Communications	Multimedia Specialist	M08	\$57,535	\$70,481	\$89,180
Communications	Communications Coordinator	M10	\$68,358	\$83,739	\$105,955
Communications	Communications Director	SL301	\$118,903	\$145,656	\$184,299
Communications	Public Information Officer	M11	\$74,511	\$91,276	\$115,492
Community Development and Neighborhood Housing	Housing Technician	M08	\$57,535	\$70,481	\$89,180
Community Development and Neighborhood	Neighborhood Improvement Specialist	M08	\$57,535	\$70,481	\$89,180
Community Development and Neighborhood	Community Engagement Coordinator	M10	\$68,358	\$83,739	\$105,955
Community Development and Neighborhood	Senior Housing Specialist	M12	\$81,589	\$99,947	\$126,463
Community Development and Neighborhood	Housing Program Manager	M13	\$89,340	\$109,442	\$138,478
Community Development and Neighborhood	Community Development and Neighborhood Connection	SL302	\$127,396	\$156,060	\$197,464
Community Development and Neighborhood	311 Manager	M11	\$74,511	\$91,276	\$115,492
Diversity, Equity, and Inclusion	Diversity Coordinator	M10	\$68,358	\$83,739	\$105,955
Diversity, Equity, and Inclusion	Diversity, Equity, and Inclusion Director	SL301	\$118,903	\$145,656	\$184,299
Economic Development	Economic Development Specialist	M05	\$44,429	\$54,425	\$68,864
Economic Development	Small Business Specialist	M07	\$52,785	\$64,662	\$81,817
Economic Development	Small Business Manager	M10	\$68,358	\$83,739	\$105,955
Economic Development	Economic Development Director	SL301	\$118,903	\$145,656	\$184,299
Electric	Electric Line Technician III	E10	\$68,358	\$83,739	\$105,955
Electric	Electric Technical Services Specialist I	E10	\$68,358	\$83,739	\$105,955
Electric	Powerline Arborist	E10	\$68,358	\$83,739	\$105,955
Electric	Electric Line Technician Journey	E11	\$74,511	\$91,276	\$115,492

Department	Position Title	Grade	Minimum	Market	Maximum
Electric	Electric Technical Services Specialist II	E11	\$74,511	\$91,276	\$115,492
Electric	Electric Utilities Specialist	E11	\$74,511	\$91,276	\$115,492
Electric	Powerline Forester	E11	\$74,511	\$91,276	\$115,492
Electric	Electric Crew Field Supervisor	E12	\$81,589	\$99,947	\$126,463
Electric	Electric Engineering Assistant	E12	\$81,589	\$99,947	\$126,463
Electric	Electric Operations Assistant	E12	\$81,589	\$99,947	\$126,463
Electric	Senior Electrical Engineer	E14	\$97,828	\$119,839	\$151,633
Electric	Electric Technical Services Manager	E14	\$97,828	\$119,839	\$151,633
Electric	Electric Operations Manager	E14	\$97,828	\$119,839	\$151,633
Electric	Electric Line Tech Apprentice	E6	\$48,427	\$59,323	\$75,062
Electric	Utility Locate Technician	E6	\$48,427	\$59,323	\$75,062
Electric	Utility Locate Technician - Lead	E7	\$52,785	\$64,662	\$81,817
Electric	Powerline Right of Way Technician	E7	\$52,785	\$64,662	\$81,817
Electric	Electric Line Technician I	E8	\$57,535	\$70,481	\$89,180
Electric	Electric Line Technician II	E9	\$62,714	\$76,824	\$97,206
Electric	Powerline Arborist Trainee	E9	\$62,714	\$76,824	\$97,206
Electric	Electric Programs & Tech Coordinator	M07	\$52,785	\$64,662	\$81,817
Electric	Electric Utilities Director	SL302	\$127,396	\$156,060	\$197,464
Finance	Accounts Payable Technician	M05	\$44,429	\$54,425	\$68,864
Finance	Utility Customer Service Specialist	M05	\$44,429	\$54,425	\$68,864
Finance	Inventory & Warehouse Specialist	M05	\$44,429	\$54,425	\$68,864
Finance	Senior Utility Customer Service Specialist	M06	\$48,427	\$59,323	\$75,062
Finance	Accounting Specialist	M07	\$52,785	\$64,662	\$81,817
Finance	Buyer	M07	\$52,785	\$64,662	\$81,817
Finance	Payroll Administrator	M08	\$57,535	\$70,481	\$89,180
Finance	Finance & Utility Accountant	M10	\$68,358	\$83,739	\$105,955
Finance	Assistant Customer Service Manager	M10	\$68,358	\$83,739	\$105,955
Finance	Purchasing and Contracts Manager	M11	\$74,511	\$91,276	\$115,492
Finance	Customer Service & Billing Manager	M11	\$74,511	\$91,276	\$115,492
Finance	Accounting Manager	M12	\$81,589	\$99,947	\$126,463
Finance	Finance Director	SL302	\$127,396	\$156,060	\$197,464
Finance	Utility Billing Clerk	M04	\$40,760	\$49,931	\$63,178
Finance	Purchasing Agent	M06	\$48,427	\$59,323	\$75,062

Department	Position Title	Grade	Minimum	Market	Maximum
Finance	Assistant Finance Director	M15	\$107,121	\$131,223	\$166,037
Fire & Rescue	Firefighter	F100	\$52,457	\$64,260	\$81,309
Fire & Rescue	Fire Inspector	F101	\$57,921	\$70,953	\$89,778
Fire & Rescue	Senior Firefighter	F102	\$60,338	\$73,915	\$93,525
Fire & Rescue	Community Risk Reduction Coordinator	F102	\$60,338	\$73,914	\$93,525
Fire & Rescue	Fire Engineer	F103	\$63,702	\$78,035	\$98,739
Fire & Rescue	Fire Lieutenant	F104	\$66,702	\$81,710	\$103,388
Fire & Rescue	Fire Captain	F107	\$74,384	\$91,121	\$115,296
Fire & Rescue	Deputy Fire Marshal	F107	\$74,384	\$91,121	\$115,296
Fire & Rescue	Fire Training Coordinator	F107	\$74,384	\$91,121	\$115,296
Fire & Rescue	Emergency Management Coordinator	F107	\$74,384	\$91,121	\$115,296
Fire & Rescue	Fire Battalion Chief	F109	\$93,369	\$114,377	\$144,722
Fire & Rescue	Fire Marshal	F109	\$93,369	\$114,377	\$144,722
Fire & Rescue	Admin Logistics Coordinator	M07	\$52,785	\$64,662	\$81,817
Fire & Rescue	Assistant Fire Chief	M14	\$97,828	\$119,839	\$151,633
Fire & Rescue	Deputy Fire Chief	M15	\$107,121	\$131,223	\$166,037
Fire & Rescue	Fire Chief	SL303	\$135,889	\$166,464	\$210,628
Human Resources	Executive Assistant	M07	\$52,785	\$64,662	\$81,817
Human Resources	Human Resources Technician	M07	\$52,785	\$64,662	\$81,817
Human Resources	Talent Acquisition Consultant	M09	\$62,714	\$76,824	\$97,206
Human Resources	Human Resources Consultant	M09	\$62,714	\$76,824	\$97,206
Human Resources	Human Resources Data & Systems Administrator	M10	\$68,358	\$83,739	\$105,955
Human Resources	Senior Talent Acquisition Consultant	M12	\$81,589	\$99,947	\$126,463
Human Resources	Senior Training & Development Consultant	M12	\$81,589	\$99,947	\$126,463
Human Resources	Safety & Risk Manager	M13	\$89,340	\$109,442	\$138,478
Human Resources	Compensation & Benefits Manager	M13	\$89,340	\$109,442	\$138,478
Human Resources	Assistant Human Resources Director	M15	\$107,121	\$131,223	\$166,037
Human Resources	Human Resources Director	SL302	\$127,396	\$156,060	\$197,464
Information Technology	IT Technician	M08	\$57,535	\$70,481	\$89,180
Information Technology	Information Technology Specialist	M10	\$68,358	\$83,739	\$105,955
Information Technology	IT Network Specialist	M10	\$68,358	\$83,739	\$105,955
Information Technology	IT Security & Compliance Analyst	M11	\$74,511	\$91,276	\$115,492
Information Technology	Information Technology Analyst	M11	\$74,511	\$91,276	\$115,492

Department	Position Title	Grade	Minimum	Market	Maximum
Information Technology	GIS Administrator	M12	\$81,589	\$99,947	\$126,463
Information Technology	Information Technology Supervisor	M12	\$81,589	\$99,947	\$126,463
Information Technology	Business Process Supervisor	M12	\$81,589	\$99,947	\$126,463
Information Technology	Information Technology Manager	M13	\$89,340	\$109,442	\$138,478
Information Technology	Information Technology Director	SL302	\$127,396	\$156,060	\$197,464
Inspections	Permit Specialist	M06	\$48,427	\$59,323	\$75,062
Inspections	Senior Program Support Specialist	M06	\$48,427	\$59,323	\$75,062
Inspections	Building Code Official I	M08	\$57,535	\$70,481	\$89,180
Inspections	Plans Examiner	M08	\$57,535	\$70,481	\$89,180
Inspections	Building Code Official II	M10	\$68,358	\$83,739	\$105,955
Inspections	Building Code Official III	M11	\$74,511	\$91,276	\$115,492
Inspections	Senior Plans Examiner	M11	\$74,511	\$91,276	\$115,492
Inspections	Building Code Supervisor	M12	\$81,589	\$99,947	\$126,463
Inspections	Plans and Permits Supervisor	M12	\$81,589	\$99,947	\$126,463
Inspections	Inspections & Permits Director	SL301	\$118,903	\$145,656	\$184,299
Legal Services	Legal Assistant	M07	\$52,785	\$64,662	\$81,817
Legal Services	Assistant Town Attorney	M14	\$97,828	\$119,839	\$151,633
Legal Services	Deputy Town Attorney	M16	\$117,298	\$143,689	\$181,811
MULTIPLE	Senior Program Support Specialist	M06	\$48,427	\$59,323	\$75,062
MULTIPLE	GIS Specialist	M09	\$62,714	\$76,824	\$97,206
Parks, Recreation, and Cultural Resources	Parks Attendant	M04	\$40,760	\$49,931	\$63,178
Parks, Recreation, and Cultural Resources	Facility Attendant	M04	\$40,760	\$49,931	\$63,178
Parks, Recreation, and Cultural Resources	Athletics & Grounds Worker	M04	\$40,760	\$49,931	\$63,178
Parks, Recreation, and Cultural Resources	Athletic and Grounds Technician	M05	\$44,429	\$54,425	\$68,864
Parks, Recreation, and Cultural Resources	Parks Operations Worker	M05	\$44,429	\$54,425	\$68,864
Parks, Recreation, and Cultural Resources	Recreation Customer Service Specialist	M06	\$48,427	\$59,323	\$75,062
Parks, Recreation, and Cultural Resources	Executive Assistant	M07	\$52,785	\$64,662	\$81,817
Parks, Recreation, and Cultural Resources	Athletics & Grounds Team Leader	M07	\$52,785	\$64,662	\$81,817
Parks, Recreation, and Cultural Resources	Cultural Arts Marketing and Event Specialist	M07	\$52,785	\$64,662	\$81,817
Parks, Recreation, and Cultural Resources	Parks Operations Team Leader	M07	\$52,785	\$64,662	\$81,817
Parks, Recreation, and Cultural Resources	Marketing & Programs Coordinator	M07	\$52,785	\$64,662	\$81,817
Parks, Recreation, and Cultural Resources	Camp Director (PT30)	M07	\$52,785	\$64,662	\$81,817
Parks, Recreation, and Cultural Resources	Volunteer Coordinator	M07	\$52,785	\$64,662	\$81,817

Department	Position Title	Grade	Minimum	Market	Maximum
Parks, Recreation, and Cultural Resources	Parks & Greenways Planning Tech	M08	\$57,535	\$70,481	\$89,180
Parks, Recreation, and Cultural Resources	Cultural Arts Specialist	M08	\$57,535	\$70,481	\$89,180
Parks, Recreation, and Cultural Resources	Recreation Program Specialist	M08	\$57,535	\$70,481	\$89,180
Parks, Recreation, and Cultural Resources	Special Events Coordinator	M09	\$62,714	\$76,824	\$97,206
Parks, Recreation, and Cultural Resources	Athletics & Grounds Supervisor	M09	\$62,714	\$76,824	\$97,206
Parks, Recreation, and Cultural Resources	Recreation Program Supervisor	M09	\$62,714	\$76,824	\$97,206
Parks, Recreation, and Cultural Resources	Parks Operations Supervisor	M10	\$68,358	\$83,739	\$105,955
Parks, Recreation, and Cultural Resources	PRCR Center Manager (Community, Senior, Cultural	M11	\$74,511	\$91,276	\$115,492
Parks, Recreation, and Cultural Resources	Park Manager	M12	\$81,589	\$99,947	\$126,463
Parks, Recreation, and Cultural Resources	Parks Operations Manager	M12	\$81,589	\$99,947	\$126,463
Parks, Recreation, and Cultural Resources	Parks Planning & Project Manager	M12	\$81,589	\$99,947	\$126,463
Parks, Recreation, and Cultural Resources	Recreation Program Manager	M12	\$81,589	\$99,947	\$126,463
Parks, Recreation, and Cultural Resources	Assistant Parks, Recreation, and Cultural Resources	M15	\$107,121	\$131,223	\$166,037
Parks, Recreation, and Cultural Resources	Parks, Rec and CR Director	SL301	\$118,903	\$145,656	\$184,299
Planning	Planning Technician	M08	\$57,535	\$70,481	\$89,180
Planning	GIS Technician	M08	\$57,535	\$70,481	\$89,180
Planning	Zoning Compliance Officer	M08	\$57,535	\$70,481	\$89,180
Planning	Lead Planning Technician	M09	\$62,714	\$76,824	\$97,206
Planning	GIS Specialist	M09	\$62,714	\$76,824	\$97,206
Planning	Senior Zoning Compliance Officer	M09	\$62,714	\$76,824	\$97,206
Planning	Planner I	M09	\$62,714	\$76,824	\$97,206
Planning	GIS Analyst	M10	\$68,358	\$83,739	\$105,955
Planning	Planner II	M10	\$68,358	\$83,739	\$105,955
Planning	Sr Zoning Compl. Officer-Lndscpg	M10	\$68,358	\$83,739	\$105,955
Planning	Sr. GIS Analyst	M11	\$74,511	\$91,276	\$115,492
Planning	Zoning Compliance Supervisor	M11	\$74,511	\$91,276	\$115,492
Planning	Senior Planner	M12	\$81,589	\$99,947	\$126,463
Planning	Sr. Planner - Long Range Transit	M12	\$81,589	\$99,947	\$126,463
Planning	Planning Manager	M13	\$89,340	\$109,442	\$138,478
Planning	Long Range Planning Manager	M13	\$89,340	\$109,442	\$138,478
Planning	Planning Director	SL302	\$127,396	\$156,060	\$197,464
Police	Police Records Technician	M05	\$44,429	\$54,425	\$68,864
Police	Evidence Tech/Quartermaster	M06	\$48,427	\$59,323	\$75,062

Department	Position Title	Grade	Minimum	Market	Maximum
Police	Telecommunicator I	M06	\$48,427	\$59,323	\$75,062
Police	Telecommunicator II	M06	\$48,427	\$59,323	\$75,062
Police	Executive Assistant	M07	\$52,785	\$64,662	\$81,817
Police	Communications Shift Supervisor	M07	\$52,785	\$64,662	\$81,817
Police	Senior Telecommunicator	M07	\$52,785	\$64,662	\$81,817
Police	Accreditation Specialist	M08	\$57,535	\$70,481	\$89,180
Police	Police Records Supervisor	M08	\$57,535	\$70,481	\$89,180
Police	Police Crisis Counselor	M08	\$57,535	\$70,481	\$89,180
Police	Crime Analyst	M08	\$57,535	\$70,481	\$89,180
Police	Victim Advocate	M08	\$57,535	\$70,481	\$89,180
Police	Digital Forensics Technician	M09	\$62,714	\$76,824	\$97,206
Police	Compliance Specialist	M10	\$68,358	\$83,739	\$105,955
Police	Compliance Manager	M12	\$81,589	\$99,947	\$126,463
Police	Communications Center Manager	M12	\$81,589	\$99,947	\$126,463
Police	Deputy Police Chief	M16	\$117,298	\$143,689	\$181,811
Police	Police Officer I	P200	\$60,090	\$73,610	\$93,139
Police	Police Officer II	P201	\$62,090	\$76,061	\$96,240
Police	Master Police Officer	P202	\$66,091	\$80,962	\$102,441
Police	Senior Police Officer	P203	\$68,789	\$84,267	\$106,623
Police	Police Corporal	P204	\$73,479	\$90,012	\$113,893
Police	Police Sergeant	P205	\$79,362	\$97,219	\$123,012
Police	Police Lieutenant	P206	\$88,480	\$108,388	\$137,144
Police	Police Captain	P207	\$96,229	\$117,880	\$149,155
Police	Police Chief	SL303	\$135,889	\$166,464	\$210,628
Public Works	General Maintenance Worker	M04	\$40,760	\$49,931	\$63,178
Public Works	Street Signs Worker	M04	\$40,760	\$49,931	\$63,178
Public Works	Street Maintenance Worker	M04	\$40,760	\$49,931	\$63,178
Public Works	Senior Street Maintenance Worker	M05	\$44,429	\$54,425	\$68,864
Public Works	Solid Waste Equipment Operator	M05	\$44,429	\$54,425	\$68,864
Public Works	Program Support Specialist	M05	\$44,429	\$54,425	\$68,864
Public Works	Facility Maintenance Mechanic	M06	\$48,427	\$59,323	\$75,062
Public Works	Senior Program Support Specialist	M06	\$48,427	\$59,323	\$75,062
Public Works	Street Signs Technician	M06	\$48,427	\$59,323	\$75,062



Department	Position Title	Grade	Minimum	Market	Maximum
Public Works	Fleet Services Mechanic I/II	M06	\$48,427	\$59,323	\$75,062
Public Works	Senior Fleet Services Mechanic	M07	\$52,785	\$64,662	\$81,817
Public Works	Fleet Crew Leader	M07	\$52,785	\$64,662	\$81,817
Public Works	Street Maintenance Field Crew Supervisor	M07	\$52,785	\$64,662	\$81,817
Public Works	Senior Facility Maint. Mechanic	M07	\$52,785	\$64,662	\$81,817
Public Works	Solid Waste Field Crew Supv.	M07	\$52,785	\$64,662	\$81,817
Public Works	Grounds Maintenance Supervisor	M08	\$57,535	\$70,481	\$89,180
Public Works	PW Data Operations Specialist	M08	\$57,535	\$70,481	\$89,180
Public Works	Solid Waste Supervisor	M10	\$68,358	\$83,739	\$105,955
Public Works	Facility Services Supervisor	M10	\$68,358	\$83,739	\$105,955
Public Works	Fleet Services Supervisor	M10	\$68,358	\$83,739	\$105,955
Public Works	Streets Operations Supervisor	M10	\$68,358	\$83,739	\$105,955
Public Works	PW Data Operations Analyst	M10	\$68,358	\$83,739	\$105,955
Public Works	Facilities & Grounds Manager	M11	\$74,511	\$91,276	\$115,492
Public Works	Public Works Operations Manager	M12	\$81,589	\$99,947	\$126,463
Public Works	Fleet Services Manager	M13	\$89,340	\$109,442	\$138,478
Public Works	Public Works Director	SL301	\$118,903	\$145,656	\$184,299
Town Clerk	Legislative Assistant	M07	\$52,785	\$64,662	\$81,817
Town Clerk	Deputy Town Clerk	M09	\$62,714	\$76,824	\$97,206
Town Clerk	Legislative Policy and Procedures Coordinator	TBD			
Town Clerk	Town Clerk	SL300	\$110,410	\$135,252	\$171,135
Transportation & Infrastructure	Development Technician	M06	\$48,427	\$59,323	\$75,062
Transportation & Infrastructure	Development Specialist	M09	\$62,714	\$76,824	\$97,206
Transportation & Infrastructure	Infrastructure Inspector	M09	\$62,714	\$76,824	\$97,206
Transportation & Infrastructure	Engineering Projects Coordinator	M10	\$68,358	\$83,739	\$105,955
Transportation & Infrastructure	Senior Infrastructure Inspector	M10	\$68,358	\$83,739	\$105,955
Transportation & Infrastructure	Engineering Specialist	M10	\$68,358	\$83,739	\$105,955
Transportation & Infrastructure	Utilities Acquisition Specialist	M11	\$74,511	\$91,276	\$115,492
Transportation & Infrastructure	Professional Engineer/Traffic Engineer	M12	\$81,589	\$99,947	\$126,463
Transportation & Infrastructure	Development Services Manager	M12	\$81,589	\$99,947	\$126,463
Transportation & Infrastructure	Infrastructure Field Svs Manager	M12	\$81,589	\$99,947	\$126,463
Transportation & Infrastructure	Senior Capital Projects manager	M13	\$89,340	\$109,442	\$138,478
Transportation & Infrastructure	Transportation Engineering Mgr	M14	\$97,828	\$119,839	\$151,633

Department	Position Title	Grade	Minimum	Market	Maximum
Transportation & Infrastructure	Traffic Engineering Manager	M14	\$97,828	\$119,839	\$151,633
Transportation & Infrastructure	Transportation & Infrastructure Development Direc	SL302	\$127,396	\$156,060	\$197,464
Water Resources	Grounds Maintenance Technician	M04	\$40,760	\$49,931	\$63,178
Water Resources	Meter Technician	M05	\$44,429	\$54,425	\$68,864
Water Resources	Utility Maintenance Worker	M05	\$44,429	\$54,425	\$68,864
Water Resources	Grounds Maintenance Team Lead	M06	\$48,427	\$59,323	\$75,062
Water Resources	Senior Meter Technician	M06	\$48,427	\$59,323	\$75,062
Water Resources	Senior Utility Maintenance Worker	M06	\$48,427	\$59,323	\$75,062
Water Resources	Utility Technician	M06	\$48,427	\$59,323	\$75,062
Water Resources	Heavy Equipment Operator	M07	\$52,785	\$64,662	\$81,817
Water Resources	Pump Maintenance Mechanic	M07	\$52,785	\$64,662	\$81,817
Water Resources	Senior Laboratory Analyst	M07	\$52,785	\$64,662	\$81,817
Water Resources	WRF Operator/Mechanic I/II	M07	\$52,785	\$64,662	\$81,817
Water Resources	WRF Operator/ Mechanic III	M08	\$57,535	\$70,481	\$89,180
Water Resources	Water Resources Program Coordinator	M09	\$62,714	\$76,824	\$97,206
Water Resources	Water Field Crew Supervisor	M09	\$62,714	\$76,824	\$97,206
Water Resources	Utility Field Crew Supervisor	M09	\$62,714	\$76,824	\$97,206
Water Resources	Stormwater Specialist	M09	\$62,714	\$76,824	\$97,206
Water Resources	Stormwater Utility Coordinator	M09	\$62,714	\$76,824	\$97,206
Water Resources	Meter Services Supervisor	M09	\$62,714	\$76,824	\$97,206
Water Resources	WRF Operator/ Mechanic IV	M09	\$62,714	\$76,824	\$97,206
Water Resources	Stormwater Specialist II	M10	\$68,358	\$83,739	\$105,955
Water Resources	Collections System Supervisor	M10	\$68,358	\$83,739	\$105,955
Water Resources	Laboratory Supervisor	M10	\$68,358	\$83,739	\$105,955
Water Resources	Utility Maintenance Supervisor	M10	\$68,358	\$83,739	\$105,955
Water Resources	Pump Maintenance Supervisor	M10	\$68,358	\$83,739	\$105,955
Water Resources	Capital Projects Inspector	M11	\$74,511	\$91,276	\$115,492
Water Resources	WRF Supervisor	M11	\$74,511	\$91,276	\$115,492
Water Resources	Utilities Specialist	M11	\$74,511	\$91,276	\$115,492
Water Resources	Water Quality Supervisor	M11	\$74,511	\$91,276	\$115,492
Water Resources	Utility Engineer Intern	M11	\$74,511	\$91,276	\$115,492
Water Resources	Water Resources Specialist	M11	\$74,511	\$91,276	\$115,492
Water Resources	Stormwater Field Svs Supv	M12	\$81,589	\$99,947	\$126,463



Department	Position Title	Grade	Minimum	Market	Maximum
Water Resources	Stormwater Engineer	M12	\$81,589	\$99,947	\$126,463
Water Resources	Senior Engineer	M13	\$89,340	\$109,442	\$138,478
Water Resources	Utilities Operations Manager	M13	\$89,340	\$109,442	\$138,478
Water Resources	WRF Manager	M13	\$89,340	\$109,442	\$138,478
Water Resources	Stormwater Engineering Mgr	M14	\$97,828	\$119,839	\$151,633
Water Resources	Utilities Engineering Manager	M14	\$97,828	\$119,839	\$151,633
Water Resources	Water Resources Director	SL303	\$135,889	\$166,464	\$210,628

# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 27, 2023

## Item Details

Presenter(s): Steve Adams, Real Estate/Utilities Acquisition Specialist

Department(s): Transportation and Infrastructure Development

### Requested Motion

Motion to approve a resolution entitled "A Resolution to Abandon Portions of Existing Public Utility Easements", located in the Reams Gove Subdivision.

### Approval Recommended?

Yes

### Item Details

Lennar Carolinas, LLC is the owner of certain tracts of land in the Town of Apex which is described in the deed recorded in Deed Book 18750, Page 0035, Wake County Registry.

The abandoned portions of utility easements shown on the survey plat map are as follows:

AREA A - EXISTING PUBLIC UTILITY EASEMENT TO BE ABANDONED (740 S.F.)

AREA B - EXISTING PUBLIC UTILITY EASEMENT TO BE ABANDONED (255 S.F.)

AREA C - EXISTING PUBLIC UTILITY EASEMENT TO BE ABANDONED (588 S.F.)

AREA D - EXISTING PUBLIC UTILITY EASEMENT TO BE ABANDONED (911 S.F.)

### Attachments

- CN15-A1: Resolution No. 23-XX - Public Utility Easement Abandonment
- CN15-A2: Survey Plat Map - Public Utility Easement Abandonment



**RESOLUTION NO. 23-\_\_\_\_\_**

**A Resolution to Abandon Portions of Existing Public Utility Easements**

WHEREAS, Lennar Carolinas, LLC (the “**Owner**”) is the owner of certain tracts of land in or near the Town of Apex which are described in the deed recorded in Deed Book 18750, Page 0035, Wake County Registry (the “**Subject Property**”);

WHEREAS, as part of the Reams Grove development, public utility easement interests across the Subject Property were conveyed to the Town by an instrument recorded in Book of Maps 2022, Pages 2213-2221, Wake County Registry;

WHEREAS, the Owner desires the Town to abandon those portions of public utility easement interests in those certain areas designated as "EXISTING PUBLIC UTILITY EASEMENT TO BE ABANDONED" as shown on that certain survey plat entitled “EASEMENT ABANDONMENT EXHIBIT REAMS GROVE SUBDIVISION” prepared by WithersRavenel, dated May 22, 2023, said survey being attached hereto as Exhibit A; (the “**Abandoned Portions of Easements**”);

WHEREAS, the Abandoned Portions of Easements are further labeled and identified on Exhibit A as follows:

AREA A – EXISTING PUBLIC UTILITY EASEMENT TO BE ABANDONED (740 S.F.)  
AREA B – EXISTING PUBLIC UTILITY EASEMENT TO BE ABANDONED (255 S.F.)  
AREA C – EXISTING PUBLIC UTILITY EASEMENT TO BE ABANDONED (588 S.F.)  
AREA D – EXISTING PUBLIC UTILITY EASEMENT TO BE ABANDONED (911 S.F.)

WHEREAS, the Town has no need for the Abandoned Portions of Easements and they have no market value; and

WHEREAS, the Town Council considers it advisable to abandon the Abandoned Portions of Easement.

NOW, THEREFORE, BE IT RESOLVED by the Town Council as follows:

1. The Town Council of the Town of Apex hereby abandons the Abandoned Portions of Easements as shown as easement areas A through D on Exhibit A attached hereto in accordance with Paragraph (2) below, provided however, the Town specifically retains any and all property interest it may have in the property not specifically identified as abandoned herein.

2. The Abandoned Portions of Easements shall be abandoned effective upon,

and only upon, the recording of instruments at the Wake County Register of Deeds that convey to the Town of Apex the areas labeled “PROPOSED PUBLIC UTILITY EASEMENT TO BE DEDICATED” as shown on Exhibit A attached hereto.

3. That the Town Manager or Assistant Town Manager is hereby authorized to make, execute, and deliver to the owners of the Subject Property an instrument, in a form suitable for recording, releasing whatever interest the Town might have in and to the public utility easement.

Upon motion duly made by Council Member \_\_\_\_\_, and duly seconded by Council Member \_\_\_\_\_, the above Resolution was duly adopted by the Apex Town Council at the meeting held on the \_\_\_\_ day of \_\_\_\_\_ 2023, in the Town Hall.

Upon call for a vote the following Council Members voted in the affirmative:

\_\_\_\_\_  
\_\_\_\_\_

and the following Council Members voted in the negative:

\_\_\_\_\_  
\_\_\_\_\_

This the \_\_\_\_ day of \_\_\_\_\_ 2023.

TOWN OF APEX

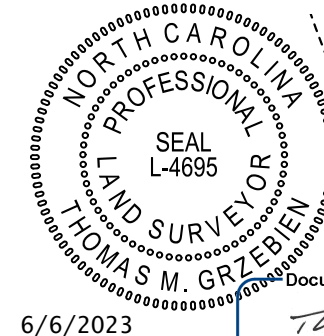
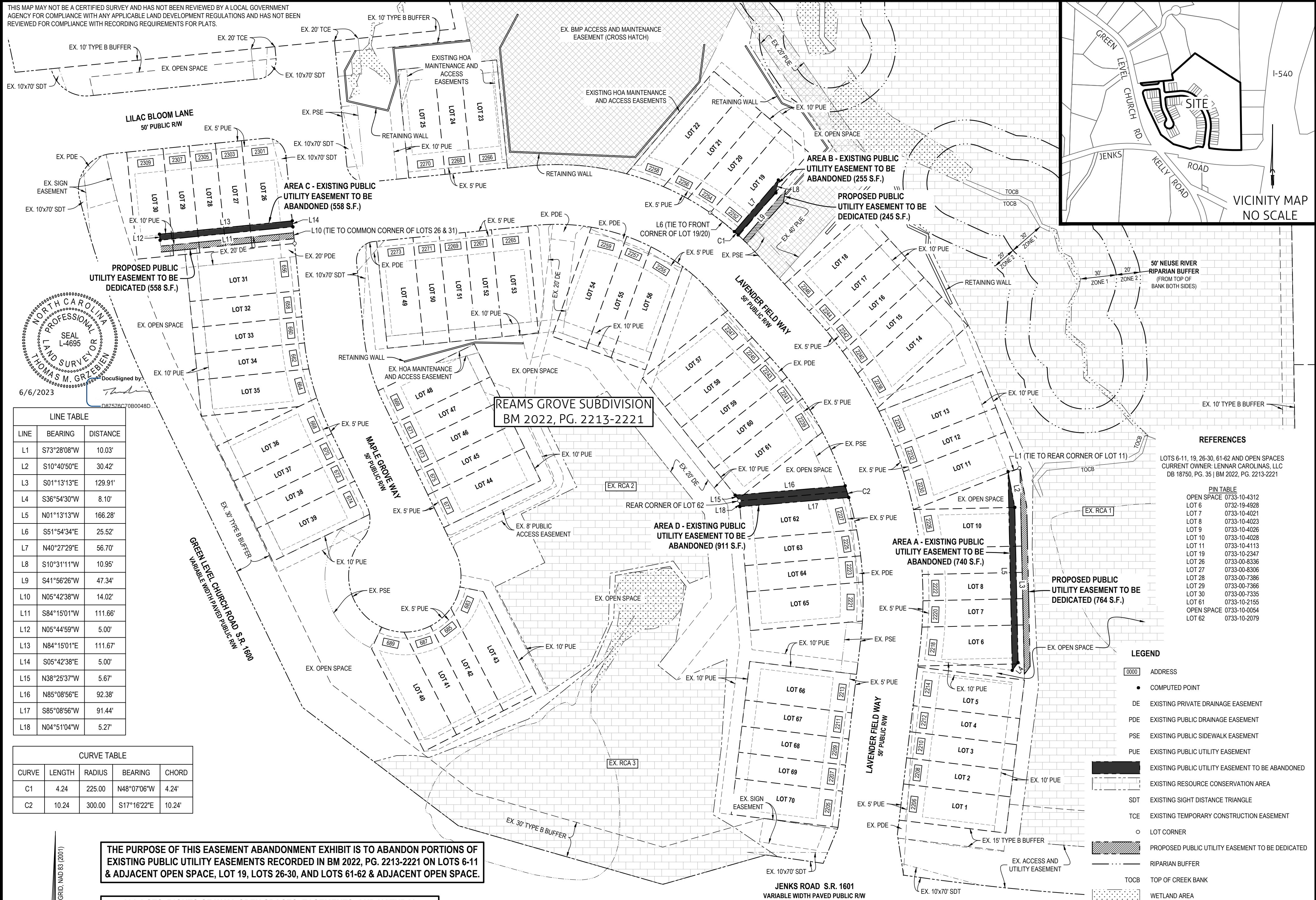
\_\_\_\_\_  
Jacques K. Gilbert, Mayor

ATTEST:

\_\_\_\_\_  
Allen L. Coleman, Town Clerk, CMC, NCCCC



THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S73°28'08\"W	10.03'
L2	S10°40'50\"E	30.42'
L3	S01°13'13\"E	129.91'
L4	S36°54'30\"W	8.10'
L5	N01°13'13\"W	166.28'
L6	S51°54'34\"E	25.52'
L7	N40°27'29\"E	56.70'
L8	S10°31'11\"W	10.95'
L9	S41°56'26\"W	47.34'
L10	N05°42'38\"W	14.02'
L11	S84°15'01\"W	111.66'
L12	N05°44'59\"W	5.00'
L13	N84°15'01\"E	111.67'
L14	S05°42'38\"E	5.00'
L15	N38°25'37\"W	5.67'
L16	N85°08'56\"E	92.38'
L17	S85°08'56\"W	91.44'
L18	N04°51'04\"W	5.27'

CURVE TABLE				
CURVE	LENGTH	RADIUS	BEARING	CHORD
C1	4.24	225.00	N48°07'06\"W	4.24'
C2	10.24	300.00	S17°16'22\"E	10.24'

THE PURPOSE OF THIS EASEMENT ABANDONMENT EXHIBIT IS TO ABANDON PORTIONS OF EXISTING PUBLIC UTILITY EASEMENTS RECORDED IN BM 2022, PG. 2213-2221 ON LOTS 6-11 & ADJACENT OPEN SPACE, LOT 19, LOTS 26-30, AND LOTS 61-62 & ADJACENT OPEN SPACE.

ALL LOTS, RIGHTS OF WAY, OPEN SPACES, EASEMENTS, AND NATURAL FEATURES ARE AS SHOWN IN BM 2022, PG. 2213-2221. REFER TO THE RECORDED PLAT FOR GRID TIES, BOUNDARY DATA, AREAS, SITE SPECIFIC NOTES, SETBACKS, FLOOD CERTIFICATION, AND OTHER INFORMATION RELATED TO THIS SUBDIVISION.

DATE: 05/22/2023
SCALE: 1\"=50'
SURVEYED BY: JDM
DRAWN BY: TMG
CHECK & CLOSURE BY: TMG
CAD FILE: RGSUB_ABANDON
PROJECT NO: 02181110.10

REVISIONS
ADD PROP. EASE. AREAS, 06/06/2023

EASEMENT ABANDONMENT EXHIBIT  
REAMS GROVE SUBDIVISION  
BM 2022, PG. 2213-2221  
PROPERTY OF LENNAR CAROLINAS, LLC

TOWNSHIP: WHITE OAK	WAKE COUNTY	NORTH CAROLINA
ZONE: BUD-CZ (#20CZ04)	PIN: 0732-19-4928 et. al.	SHEET: 1 OF 1

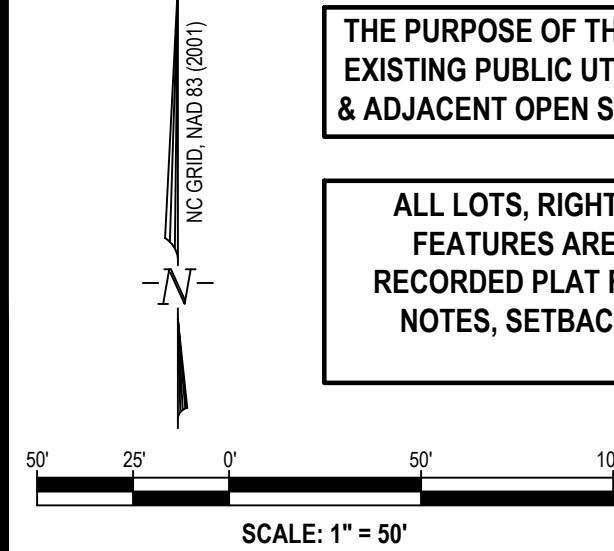
REFERENCES

LOTS 6-11, 19, 26-30, 61-62 AND OPEN SPACES  
CURRENT OWNER: LENNAR CAROLINAS, LLC  
DB 18750, PG. 35 | BM 2022, PG. 2213-2221

PIN TABLE	
OPEN SPACE	0733-10-4312
LOT 6	0732-19-4928
LOT 7	0733-10-4021
LOT 8	0733-10-4023
LOT 9	0733-10-4026
LOT 10	0733-10-4028
LOT 11	0733-10-4113
LOT 19	0733-10-2347
LOT 26	0733-00-8336
LOT 27	0733-00-8306
LOT 28	0733-00-7386
LOT 29	0733-00-7366
LOT 30	0733-00-7335
LOT 61	0733-10-2155
OPEN SPACE	0733-10-0054
LOT 62	0733-10-2079

LEGEND

0000	ADDRESS
•	COMPUTED POINT
DE	EXISTING PRIVATE DRAINAGE EASEMENT
PDE	EXISTING PUBLIC DRAINAGE EASEMENT
PSE	EXISTING PUBLIC SIDEWALK EASEMENT
PUE	EXISTING PUBLIC UTILITY EASEMENT
[Solid Black Line]	EXISTING PUBLIC UTILITY EASEMENT TO BE ABANDONED
[Dashed Line]	EXISTING RESOURCE CONSERVATION AREA
SDT	EXISTING SIGHT DISTANCE TRIANGLE
TCE	EXISTING TEMPORARY CONSTRUCTION EASEMENT
○	LOT CORNER
[Hatched Area]	PROPOSED PUBLIC UTILITY EASEMENT TO BE DEDICATED
[Dotted Area]	RIPARIAN BUFFER
TOCB	TOP OF CREEK BANK
[Stippled Area]	WETLAND AREA



**WithersRavenel**  
Engineers | Planners | Surveyors  
115 MacKenan Drive | Cary, NC 27511 | t: 919.469.3340 | license #: F-1479  
www.withersravenel.com





*"The Peak of Good Living"*

## TOWN OF APEX NORTH CAROLINA

### *Proclamation*

#### **Parks and Recreation Month 2023**

*from the Office of the Mayor*

WHEREAS, The Town of Apex's Parks and Recreation program is a vital component of our community, and serves as a means for residents to enjoy nature, participate in healthy activities, and socialize with one another; and,

WHEREAS, Our Parks and Recreation program contributes to the economic health of our town through improved property values, increased tourism, and the attraction of business, as well as the physical health of our residents through the lifelong benefits derived from being outdoors and participating in physical activity; and,

WHEREAS, Spending time in green spaces is associated with higher cognitive functioning and decreased prevalence of anxiety and depression, and connection with nature is considered to be beneficial to overall human development; and,

WHEREAS, Parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and,

WHEREAS, Apex's public parks include Apex Community Park, Apex Jaycee Park, Hunter Street Park, Kelly Road Park, Apex Nature Park, and Salem Pond Park, and later this year, we are excited to welcome the entire community to our newest addition, Pleasant Park; and,

WHEREAS, Apex's recreation services include athletics for youth and adults, open gyms, trails for walking, jogging, and biking, specialized recreation opportunities for residents with disabilities, and fishing in several of our town ponds; and,

WHEREAS, Parks and Recreation Month is celebrated nationally throughout the month of July, and the Town of Apex is proud to join in this celebration.

NOW, THEREFORE, I, Jacques K. Gilbert, Mayor of Apex, North Carolina, do hereby proclaim, The Month of July, 2023 as "Parks and Recreation Month", in The Town of Apex, and invite residents to utilize the natural spaces and recreation opportunities Apex offers to all people, as a way to get in touch with nature and invest in their physical and mental health.

I hereby set my hand and have caused the Seal of the Town of Apex, North Carolina, to be affixed this the 27th day of June 2023

Jacques Gilbert, Mayor



*"The Peak of Good Living"*

**OFFICE OF THE TOWN CLERK**

# TOWN OF APEX NORTH CAROLINA

**Media Contact:**

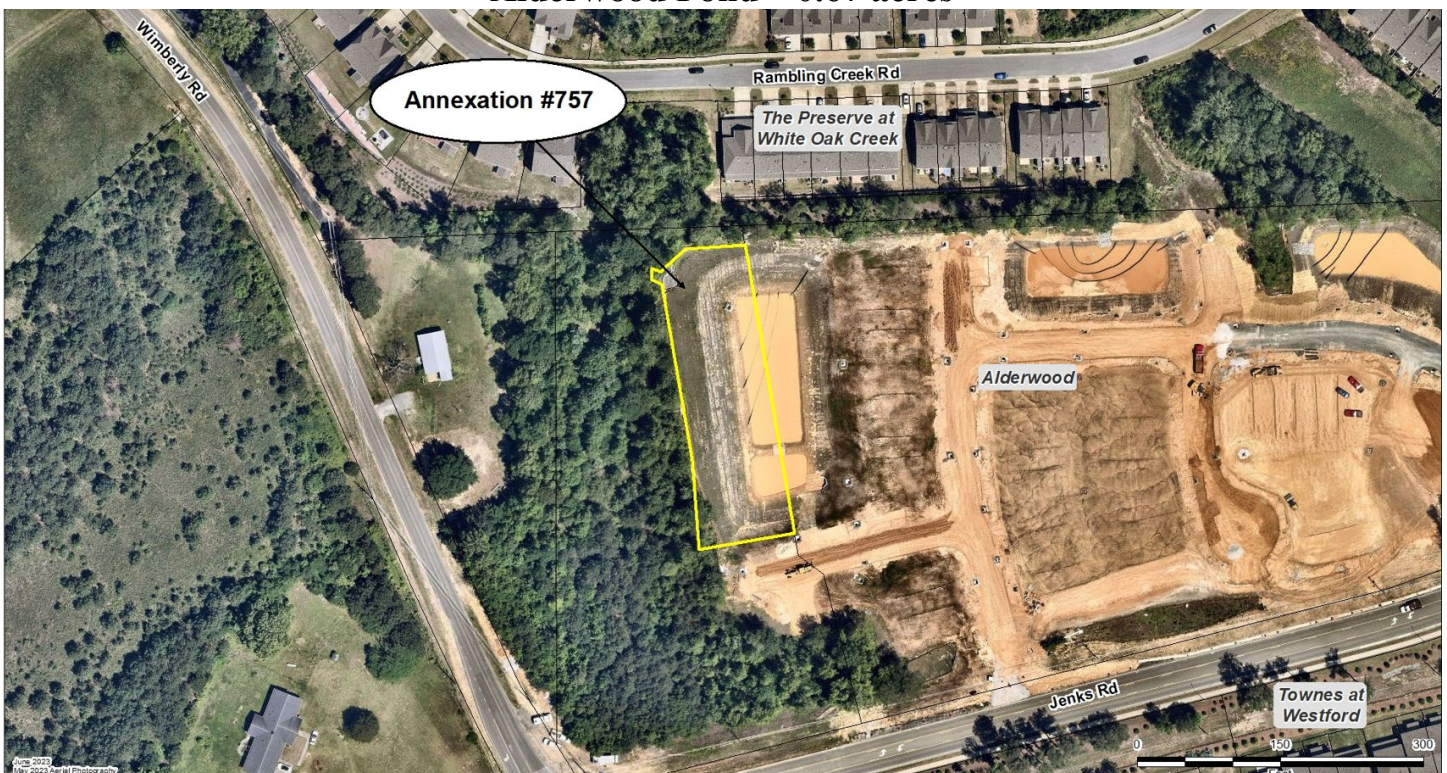
Allen Coleman, Town Clerk to the Apex Town Council

**FOR IMMEDIATE RELEASE**

**PUBLIC NOTICE – PUBLIC HEARING**

APEX, N.C. (June 16, 2023) – The Town Council of Apex, North Carolina has scheduled a Public Hearing to be held at **6:00 p.m.** at Apex Town Hall, 73 Hunter Street, on the **27<sup>th</sup> day of June, 2023**, on the question of annexation of the following property requested by petition filed pursuant to G.S. 160A-31:

**Annexation Petition No. 757  
Alderwood Pond – 0.67 acres**





*"The Peak of Good Living"*

## OFFICE OF THE TOWN CLERK

# TOWN OF APEX NORTH CAROLINA

Residents may submit written comments to the Town Council with attention marked to the Town Clerk Allen Coleman; P.O. Box 250; Apex, NC 27502 or by email at [public.hearing@apexnc.org](mailto:public.hearing@apexnc.org). Please use subject line "Annexation Petition No. 757" and include your first and last name, your address, and your phone number in your written statements. Written comments will be accepted until 3:00 PM on Tuesday, June 27, 2023.

Members of the public can access and view the meeting on the Town's YouTube Channel <https://www.youtube.com/c/TownofApexGov> or attend in-person.

Anyone needing special accommodations to attend this meeting and/or if this information is needed in an alternative format, please contact the Town Clerk's Office. The Town Clerk is located at 73 Hunter Street in Apex Town Hall on the 2<sup>nd</sup> Floor, (email) [allen.coleman@apexnc.org](mailto:allen.coleman@apexnc.org) or (phone) 919-249-1260. We request at least 48 hours' notice prior to the meeting to make the appropriate arrangements.

Questions should be directed to the Town Clerk's Office.

###





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## TOWN OF APEX, NORTH CAROLINA

Municipality No. 333

---

After recording, please return to: Town Clerk, Town of Apex, P.O. Box 250, Apex, NC 27502

ORDINANCE NO. 2023-  
ANNEXATION PETITION NO. 757  
ALDERWOOD POND - 0.67 acres

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS  
OF THE TOWN OF APEX, NORTH CAROLINA  
P.O. Box 250, Apex, North Carolina 27502

WHEREAS, the Apex Town Council has been petitioned under G.S.§160A-31, as amended, to annex the area described herein; and

WHEREAS, the Apex Town Council has by Resolution directed the Town Clerk to investigate the sufficiency of said petition; and

WHEREAS, the Town Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held at Apex Town Hall at 6:00 p.m. on June 27, 2023, after due notice by posting to the Town of Apex website, <http://www.apexnc.org/news/public-notice-legal-ads>; and

WHEREAS, the Apex Town Council does hereby find as a fact that said petition meets the requirements of G.S.§160A-31, as amended.

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

Section 1. By virtue of the authority granted by G.S.§160A-31, as amended, the territory described in the attached property description and also shown as "Annexation Area" on the below identified survey plat is hereby annexed and made part of the Town of Apex, North Carolina, as of the date of adoption of this Ordinance on June 27, 2023. The survey plat that describes the annexed territory is that certain survey plat entitled "Annexation Map for the Town of Apex 0 Jenks Road, Wake County, North Carolina, Land Surveyor dated March 1, 2023" and recorded in Book of Maps book number 2023 and page number [REDACTED], Wake County Registry.

Section 2. Upon and after the adoption of this ordinance, the territory described herein and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the Town of Apex, North Carolina, and shall be entitled to the same privileges and benefits as other parts of the Town of Apex. Said territory shall be subject to municipal taxes according to G.S.§160A-58.10, as amended.

Section 3. The Clerk of the Town of Apex, North Carolina shall cause to be recorded in the Office of the Register of Deeds of Wake County and in the Office of the Secretary of State at Raleigh, North Carolina and in the Office of the Wake County Board of Elections an accurate map of the annexed territory, described in Section 1 hereof, together with a duly certified copy of this Ordinance.

Adopted this the 27th day of June, 2023.

---

Jacques K. Gilbert  
Mayor

ATTEST:

---

Allen L. Coleman, CMC, NCCCC  
Town Clerk

APPROVED AS TO FORM:

---

Laurie L. Hohe  
Town Attorney

Legal Description

POND ANNEXATION AREA

Commencing at an iron pipe being the northeast property corner of Lot 2 as shown in Book of Maps 2022, Page 736 of the Wake County Registry, thence South 09°41'58" East a distance of 21.06 feet to the Point of Beginning, thence South 09°41'58" East a distance of 305.75 feet to a point; thence South 79°51'43" West a distance of 100.96 feet to a point; thence North 04°38'25" West a distance of 93.33 feet to a point; thence North 09°49'58" West a distance of 187.40 feet to a point; thence North 62°21'21" West a distance of 10.07 feet to a point; thence North 31°29'19" West a distance of 2.05 feet to a point; thence North 04°08'37" East a distance of 10.30 feet to a point; thence South 66°40'13" East a distance of 9.19 feet to a point; thence North 47°45'30" East a distance of 36.06 feet to a point; thence North 86°06'28" East a distance of 61.68 feet to the Point of Beginning, containing 28,989 square feet, or 0.67 acres.

STATE OF NORTH CAROLINA

COUNTY OF WAKE

CLERK'S CERTIFICATION

I, Allen L. Coleman, Town Clerk, Town of Apex, North Carolina, do hereby certify the foregoing is a true and correct copy of Annexation Ordinance No. 2023-\_\_\_\_\_, adopted at a meeting of the Town Council, on the 27th day of June, 2023, the original of which will be on file in the Office of the Town Clerk of Apex, North Carolina.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official Seal of the Town of Apex, North Carolina, this the 27th day of June, 2023.

---

Allen L. Coleman, CMC, NCCCC  
Town Clerk

(SEAL)

# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PUBLIC HEARING

Meeting Date: June 27, 2023

## Item Details

Presenter(s): Allen Coleman, Town Clerk

Department(s): Town Clerk's Office

### Requested Motion

Public Hearing and possible motion to adopt an Ordinance on the Question of Annexation - Apex Town Council's intent to annex 0.67 acres, Alderwood Pond, Annexation No. 757 into the Towns Corporate Limits.

### Approval Recommended?

Yes

### Item Details

The annexation has been certified and a public hearing has been posted as required.

## Attachments

- PH1-A1: Annexation Ordinance - Annexation No. 757
- PH1-A2: Public Hearing Notice - Annexation No. 757
- PH1-A3: Legal Description - Annexation No. 757
- PH1-A4: Aerial Map - Annexation No. 757
- PH1-A5: Plat Map - Annexation No. 757
- PH1-A6: Annexation Petition - Annexation No. 757



## POND ANNEXATION AREA

Commencing at an iron pipe being the northeast property corner of Lot 2 as shown in Book of Maps 2022, Page 736 of the Wake County Registry, thence South 09°41'58" East a distance of 21.06 feet to the **Point of Beginning**, thence South 09°41'58" East a distance of 305.75 feet to a point; thence South 79°51'43" West a distance of 100.96 feet to a point; thence North 04°38'25" West a distance of 93.33 feet to a point; thence North 09°49'58" West a distance of 187.40 feet to a point; thence North 62°21'21" West a distance of 10.07 feet to a point; thence North 31°29'19" West a distance of 2.05 feet to a point; thence North 04°08'37" East a distance of 10.30 feet to a point; thence South 66°40'13" East a distance of 9.19 feet to a point; thence North 47°45'30" East a distance of 36.06 feet to a point; thence North 86°06'28" East a distance of 61.68 feet to the **Point of Beginning**, containing 28,989 square feet, or 0.67 acres.



*The Preserve  
at White Oak Creek*

*Rambling Creek Rd*

**Annexation #757**

*Alderwood*

*Jenks Rd*

*Townes at  
Westford*

*Haybeck Ln*

*Westford  
Apartments*



Public Hearing Sign Posted By

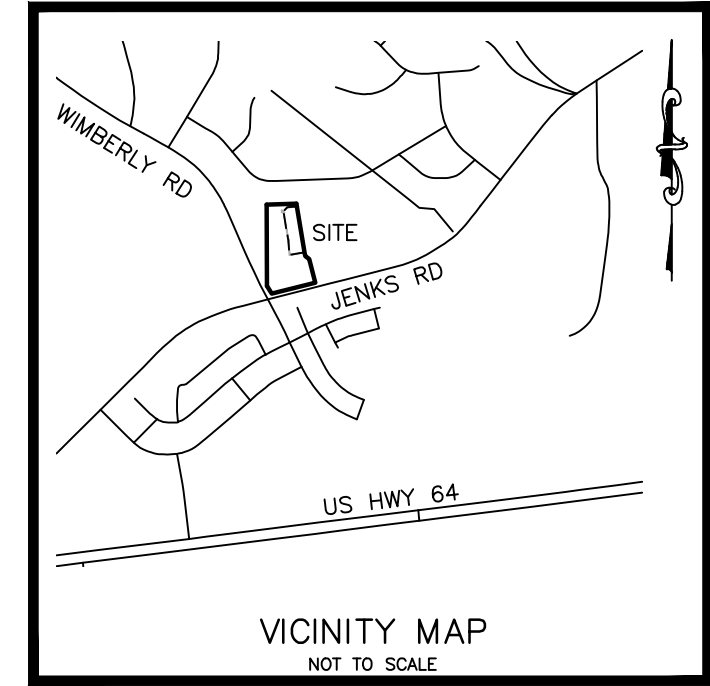
A handwritten signature in black ink, appearing to read "Mark Silt".

4/11/2023

Signature

Date





SURVEYOR'S CERTIFICATE

I, JAY B. TAYLOR, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK AND PAGE AS SHOWN); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK AND PAGE AS SHOWN; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY AS CALCULATED IS  $\pm$ ; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

I HEREBY CERTIFY THAT THIS PLAT IS OF THE FOLLOWING TYPE: G.S. 47-30 (F)(11)(D). THIS SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION.

WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS DAY OF \_\_\_\_\_, A.D., \_\_\_\_\_.

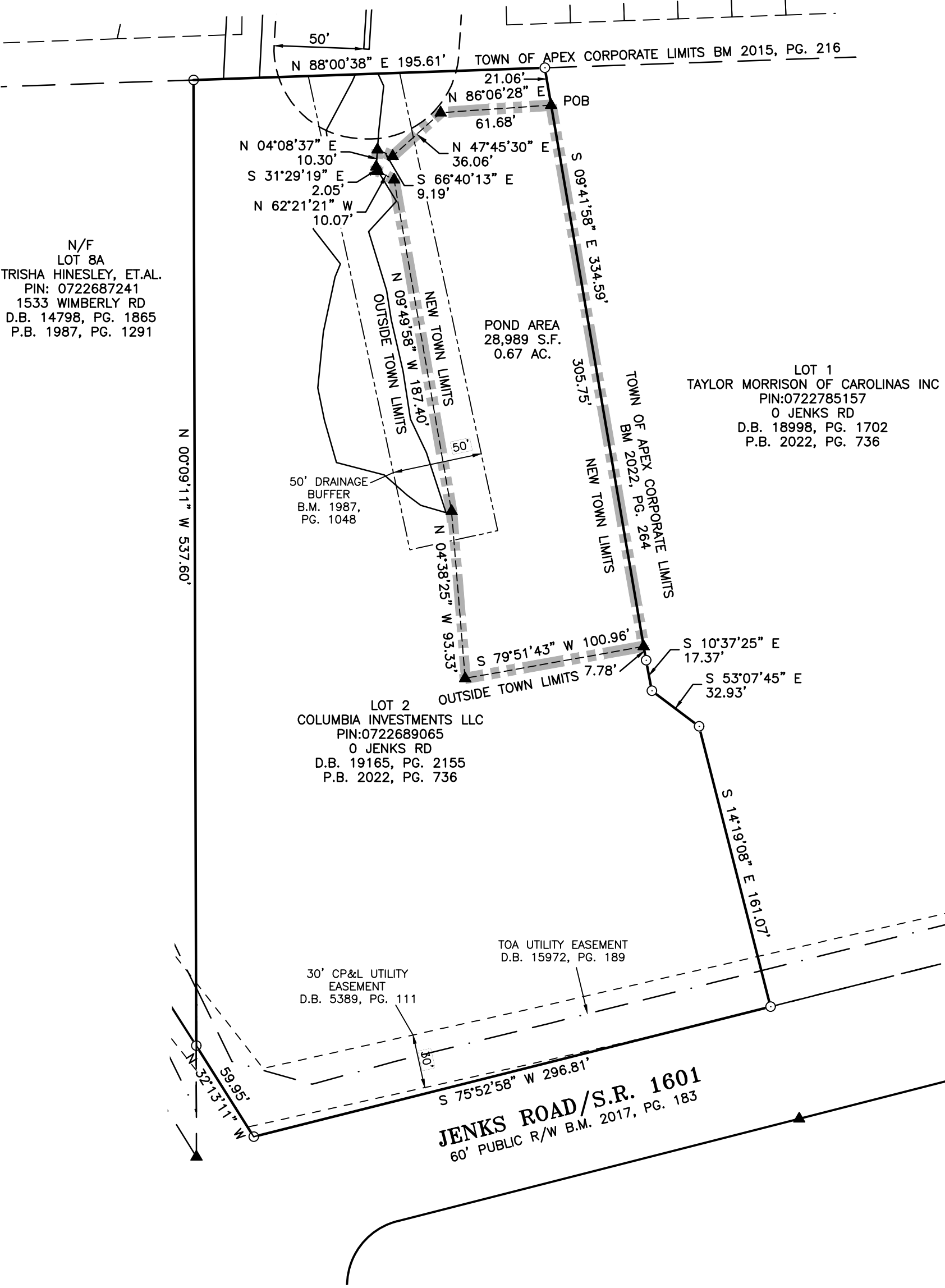
JAY B. TAYLOR, PROFESSIONAL LAND SURVEYOR L-5472



AREA OF  
ANNEXATION  
0.67 ACRES +/-

GENERAL NOTES

1. THIS IS AN ANNEXATION PLAT.
2. BEARINGS FOR THIS SURVEY ARE BASED ON NC GRID NAD 83(2011).
3. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES.
4. AREA BY COORDINATE GEOMETRY.
5. FLOOD NOTE: THIS PROPERTY IS PARTIALLY NOT IN A SPECIAL FLOOD HAZARD ZONE. IT IS LOCATED IN ZONE "X" AS DEFINED BY F.E.M.A F.I.R.M COMMUNITY PANEL 3720072200J DATED 5/2/2006.
6. REFERENCES: AS SHOWN
7. UTILITY STATEMENT  
THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.
8. THIS SURVEY PERFORMED AND MAP PREPARED WITHOUT BENEFIT OF A TITLE REPORT. THIS SURVEY SUBJECT TO ANY FACTS AND EASEMENTS WHICH MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
9. NO GRID MONUMENTS FOUND WITHIN 2000' OF SITE.
10. ELEVATIONS FOR THIS SURVEY ARE BASED ON NAVD 88
11. TREE LOCATIONS PROVIDED BY SOIL & ENVIRONMENTAL CONSULTANTS, PA; PROJECT NO. 14889.W1
12. ZONING DISTRICT PUD-CZ (#21CZ09)



LEGEND

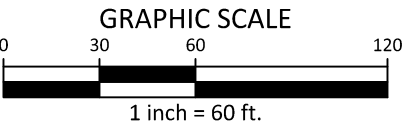
- EXISTING IRON PIPE
- EXISTING CONCRETE MONUMENT
- △ EXISTING NAIL
- IRON PIPE SET
- CONCRETE MONUMENT SET
- ▲ CALCULATED POINT
- XXXX ADDRESS
- ANNEXATION

CERTIFICATE OF ANNEXATION:

ANNEXATION # \_\_\_\_\_

I, DONNA B. HOSCH, MMC, NCCMC, TOWN CLERK, APEX, NORTH CAROLINA  
CERTIFY THIS A TRUE AND EXACT MAP OF ANNEXATION ADOPTED THE \_\_\_\_\_  
DAY OF \_\_\_\_\_, 20\_\_\_\_, BY THE TOWN COUNCIL. I SET MY  
HAND AND SEAL OF THE TOWN OF APEX, \_\_\_\_\_  
DAY/MONTH/YEAR

DONNA B. HOSCH, MMC, NCCMC, TOWN CLERK



**McAdams**  
The John R. McAdams Company, Inc.  
2905 Meridian Parkway  
Durham, NC 27713  
phone 919. 361. 5000  
fax 919. 361. 2269  
license number: C-0293, C-187  
www.mcadamsco.com

CLIENT

TAYLOR MORRISON HOMES  
15501 WEST PARKWAY SUITE 100  
CARY, NORTH CAROLINA 27513  
MARK ALTMAN  
PHONE: 919.407.1232

ALDERWOOD  
ANNEXATION MAP FOR  
THE TOWN OF APEX  
0 JENKS ROAD

WHITE OAK TOWNSHIP, WAKE COUNTY, NORTH CAROLINA

REVISIONS

NO. DATE

PLAN INFORMATION

PROJECT NO. 2020110080  
FILENAME 2020110080-Z2  
SURVEYED BY RTF  
DRAWN BY KMM  
SCALE 1"=60'  
DATE 03.01.2023

SHEET

ANNEXATION

1-1

## 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.
- **1<sup>ST</sup> 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.
- **2<sup>ND</sup> 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](mailto: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 #: \_\_\_\_\_

Submission 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

Columbia Investments LLC

P/O 0722689065

Owner Name (Please Print)

Property PIN or Deed Book & Page #

310 962 1104

anilc@ana@gmail.com

Phone

E-mail Address

ANIL M. CEEANDARANA

Owner Name (Please Print)

Property PIN or Deed Book & Page #

Phone

E-mail Address

Owner Name (Please Print)

Property PIN or Deed Book & Page #

Phone

E-mail Address

### SURVEYOR INFORMATION

Surveyor: McAdams

Phone: 919-361-5000

Fax: 919-361-2269

E-mail Address: martin@mcadamsco.com

### ANNEXATION SUMMARY CHART

Property Information		Reason(s) for annexation (select all that apply)	
Total Acreage to be annexed:	0.67 acres	Need water service due to well failure	<input type="checkbox"/>
Population of acreage to be annexed:	0	Need sewer service due to septic system failure	<input type="checkbox"/>
Existing # of housing units:	0	Water service (new construction)	<input checked="" type="checkbox"/>
Proposed # of housing units:	0	Sewer service (new construction)	<input checked="" type="checkbox"/>
Zoning District*:	PUD-CZ	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 IN A LIMITED LIABILITY COMPANY

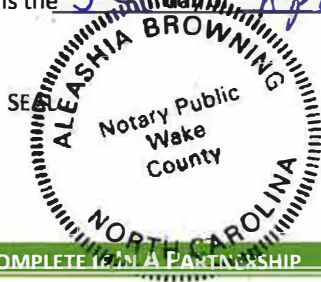
In witness whereof, Columbia Investments LLC a limited liability company, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this the 3rd day of April, 2023

Name of Limited Liability Company COLUMBIA INVESTMENTS LLC.

By: X A. H. C.  
Signature of Member/Manager

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

Sworn and subscribed before me, Aleashia Browning a Notary Public for the above State and County, this the 3rd day of April, 2023.



Aleashia Browning  
Notary Public

My Commission Expires: 9/29/25

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: PUBLIC HEARING

Meeting Date: June 27, 2023

## Item Details

Presenter(s): Amanda Grogan, Director

Department(s): Budget & Performance Management

### Requested Motion

Public Hearing and possible motion to approve the Fiscal Year 2023-2024 Annual Budget Ordinance and Fiscal Year 2023-2024 Fee Schedule.

### Approval Recommended?

Yes

### Item Details

The proposed Budget is summarized as follows:

General Fund	102,072,200
Electric Fund	51,837,800
Water/Sewer Fund	28,974,200
Stormwater	2,671,900
Other/Special Funds	27,854,400
<b>TOTAL</b>	<b>213,410,500</b>

The proposed Budget as presented includes an increase of \$.03 in the ad valorem tax rate to \$0.44 per \$100 valuation. There are proposed changes to the electric, water, sewer and solid waste rates.

### Attachments

- PH2-A1: Budget Ordinance Fiscal Year 2023-2024 - Annual Operating Budget and Fee Schedule Adoption
- PH2-A2: Fee Schedule Fiscal Year 2023-2024 - Annual Operating Budget and Fee Schedule Adoption
- PH2-A3: New Position Recommendations - Fiscal Year 2023-2024 - Annual Operating Budget and Fee Schedule Adoption
- PH2-A4: Budget Message - Fiscal Year 2023-2024 - Annual Operating Budget and Fee Schedule Adoption



**Town of Apex, North Carolina  
FY 2023 – 2024 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, 2023 and ending June 30, 2024.

**Section 1: General Fund**

**General Fund Revenues**

Ad Valorem Taxes	\$54,294,000
Other Taxes and Licenses	\$21,078,500
Unrestricted Intergovernmental Revenues	\$4,330,000
Restricted Intergovernmental Revenues	\$3,960,800
Permits and Fees	\$2,514,000
Sales and Services	\$7,803,400
Investment Earnings	\$1,200,000
Miscellaneous Revenues	\$191,500
Other Financing Sources	\$2,025,000
Fund Balance Appropriation	\$4,675,000
<b>Total Revenues</b>	<b>\$102,072,200</b>

**General Fund Expenditures**

Governing Body	\$524,200
Clerk	\$527,200
Administration	\$1,549,900
Human Resources	\$2,856,700
Information Technology	\$3,483,100
Legal Services	\$629,200
Economic Development	\$761,100
Communications	\$712,900
Budget & Performance Management	\$900,600
Finance	\$1,251,800
Community & Neighborhood Connections	\$819,200
Planning	\$3,922,000
Facility Services	\$1,992,900
Police	\$19,139,300
911 Communications	\$1,690,100
Fire	\$16,640,100
Transportation & Infrastructure Development	\$3,152,000
Streets	\$4,551,400
Solid Waste	\$6,841,800
Fleet Services	\$724,800
Inspections & Permitting	\$3,200,900
Parks, Recreation, & Cultural Resources	\$10,028,000
Cemetery	\$25,000
Special Appropriations	\$77,000
Other Uses	\$6,508,000
Debt Service	\$9,463,000
Contingency	\$100,000
<b>Total Expenditures</b>	<b>\$102,072,200</b>

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	\$160,000
Miscellaneous Revenues	\$95,800
Charges for Service	\$44,969,700
Other Operating Revenues	\$4,802,300
Other Financing Sources	\$10,000
Fund Balance Appropriated	\$1,800,000
<b>Total Revenues</b>	<b>\$51,837,800</b>
Electric Fund Expenditures	
Electric Operations	\$51,837,800
<b>Total Expenditures</b>	<b>\$51,837,800</b>

**Section 3: Water & Sewer Fund**

Water & Sewer Revenues	
Charges for Service	\$23,846,200
Investment Earnings	\$475,000
Miscellaneous Revenues	\$40,000
Other Operating Revenues	\$513,000
Fund Balance Appropriated	\$4,100,000
Other Financing Sources	\$0
<b>Total Revenues</b>	<b>\$28,974,200</b>
Water & Sewer Expenditures	
Water & Sewer Operations	\$28,974,200
<b>Total Expenditures</b>	<b>\$28,974,200</b>

**Section 4: Stormwater Fund**

Stormwater Fund Revenues	
Stormwater Fees	\$2,511,900
Erosion & Site Inspection Fees	\$150,000
Other Financing Sources	\$0
Miscellaneous Revenues	\$0
Investment Earnings	\$10,000
Fund Balance Appropriated	\$0
<b>Total Revenues</b>	<b>\$2,671,900</b>
Stormwater Fund Expenditures	
Stormwater Operations	\$2,671,900
<b>Total Expenditures</b>	<b>\$2,671,900</b>

**Section 5: Police State Funds**

Police - State Funds Revenues	
Investment Earnings	\$100
Miscellaneous Revenues	\$1,500
<b>Total Revenues</b>	<b>\$1,600</b>
Police - State Funds Expenditures	
Reserved for Future Expenditures	\$1,600
<b>Total Expenditures</b>	<b>\$1,600</b>

**Section 6: Police Federal Funds****Police - Federal Funds Revenues**

Investment Earnings	\$100
Police Revenues	\$500
Miscellaneous Revenues	\$0
<b>Total Revenues</b>	<b>\$600</b>

**Police - Federal Funds Expenditures**

Police Operations	\$600
<b>Total Expenditures</b>	<b>\$600</b>

**Section 7: Police - Donations****Police - Donations Revenues**

Investment Earnings	\$100
Police Contributions	\$5,000
Other Revenues	\$0
<b>Total Revenues</b>	<b>\$5,100</b>

**Police - Donations Expenditures**

Police Operations	\$5,100
<b>Total Expenditures</b>	<b>\$5,100</b>

**Section 8: Fire - Donations****Fire - Donations Revenues**

Investment Earnings	\$100
Miscellaneous Revenues	\$1,000
<b>Total Revenues</b>	<b>\$1,100</b>

**Fire - Donations Expenditures**

Fire Operations	\$1,100
<b>Total Expenditures</b>	<b>\$1,100</b>

**Section 9: Affordable Housing Fund****Affordable Housing Fund Revenues**

Investment Earnings	\$15,000
Transfer from General Fund	\$1,233,000
Fund Balance Appropriated	\$0
<b>Total Revenues</b>	<b>\$1,248,000</b>

**Affordable Housing Fund Expenditures**

Contracted Services	\$250,000
Capital Outlay - Improvements	\$0
Affordable Housing Grant	\$0
Affordable Housing Loan	\$0
Reserved for Future Expenditures	\$998,000
<b>Total Expenditures</b>	<b>\$1,248,000</b>

**Section 10: Health & Dental Fund<sub>1</sub>****Health & Dental Fund Revenues**

Health Premiums	\$6,258,100
Spouse/Dependent Health	\$1,199,000
Retiree Contribution	\$35,000
Dental Premiums	\$357,500
Spouse/Dependent Dental	\$175,000
Vision Premiums	\$78,100
<b>Total Revenues</b>	<b>\$8,102,700</b>

**Health & Dental Fund Expenditures**

Health Claims	\$6,173,400
Dental Claims	\$509,700
Admin Fees - Health	\$809,600
Health Claims - Retirees	\$22,800
Dental Claims - Retirees	\$464,700
Medicare Premiums/Retiree Prescription Plan	\$0
Admin Fees - Retirees	\$44,400
Vision	\$78,100
<b>Total Expenditures</b>	<b>\$8,102,700</b>

1. In accordance with NCGS 159-13.1, the Town adopts the Financial Plan for the 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 11: Cemetery Fund****Cemetery Fund Revenues**

Sales & Services	\$0
Investment Earnings	\$8,000
Fund Balance Appropriated	\$0
<b>Total Revenues</b>	<b>\$8,000</b>

**Cemetery Fund Expenditures**

Transfer to General Capital Projects	\$0
Reserved for Future Expenditures	\$8,000
<b>Total Expenditures</b>	<b>\$8,000</b>

**Section 12: Water & Sewer Capital Reserve Fund****Water & Sewer Capital Reserve Fund Revenues**

Capital Reimbursement Fees - Water	\$0
Capital Reimbursement Fees - Sewer	\$0
Investment Earnings	\$12,200
Fund Balance Appropriated	\$277,800
<b>Total Revenues</b>	<b>\$290,000</b>

**Water & Sewer Capital Reserve Fund Expenditures**

Transfer to Water & Sewer Project Fund	\$290,000
Reserved for Future Expenditures	
<b>Total Expenditures</b>	<b>\$290,000</b>

**Section 13: Water & Sewer Capital Reserve Fund (HB463)****Water & Sewer Capital Reserve Fund Revenues**

Capital Reimbursement Fees - Water	\$1,000,000
Capital Reimbursement Fees - Sewer	\$2,000,000
Investment Earnings	\$0
Fund Balance Appropriated	\$20,000,000
<b>Total Revenues</b>	<b>\$23,000,000</b>

**Water & Sewer Capital Reserve Fund Expenditures**

Transfer to Water & Sewer Fund	\$0
Transfer to Water & Sewer Project Fund	\$20,620,000
Reserved for Future Expenditures	\$2,380,000
<b>Total Expenditures</b>	<b>\$23,000,000</b>

**Section 14: Perry Library Trust Fund****Perry Library Trust Fund Revenues**

Investment Earnings	\$0
Fund Balance Appropriated	\$400,000
Transfer from General Fund	\$200,000
<b>Total Revenues</b>	<b>\$600,000</b>

**Perry Library Trust Fund Expenditures**

Building Maintenance and Repair	\$0
Capital Outlay - Improvements	\$600,000
Reserved for Future Expenditures	\$0
<b>Total Expenditures</b>	<b>\$600,000</b>

**Section 15: Recreation Capital Reserve Fund****Recreation Capital Reserve Fund Revenues**

Subdivision Recreation Fees	\$1,300,000
Investment Earning	\$0
Transfer from General Fund	\$0
<b>Total Revenues</b>	<b>\$1,300,000</b>

**Recreation Capital Reserve Fund Expenditures**

Transfer to General Fund	\$0
Transfer to Recreation Project	\$0
Reserved for Future Expenditures	\$1,300,000
<b>Total Expenditures</b>	<b>\$1,300,000</b>

**Section 16: Transportation Capital Reserve Fund****Transportation Capital Reserve Fund Revenues**

Motor Vehicle Licenses	\$1,400,000
Investment Earnings	\$0
Fund Balance Appropriated	\$0
<b>Total Revenues</b>	<b>\$1,400,000</b>

**Transportation Capital Reserve Fund Expenditures**

Transfer to General Fund	\$650,000
Transfer to Street Project Fund	\$750,000
Reserved for Future Expenditures	\$0
<b>Total Expenditures</b>	<b>\$1,400,000</b>



**Section 17: Levy of Taxes**

There is hereby levied a tax at the rate of forty four cents (\$0.44) per one hundred dollars (\$100) valuation of property as listed for taxes as of January 1, 2023, for the purpose of raising the revenue listed Ad Valorem Taxes 2023-2024 in Section 1: General Fund of this ordinance. This rate is based on a valuation of property for purposes of taxation of \$12,379,559,000 and an estimated rate of collection of 99.7%.

**Section 18: Fees & Charges**

There is hereby established, for Fiscal Year 2023-2024, 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 19: Elected Official Compensation**

Pursuant to NCGS 160A-64 and acceptance by each member, elected official annual compensation shall be amended as follows:

Mayor - increase of \$/%\_\_\_\_ from \$10,834 to \$\_\_\_\_

Mayor Pro-Tem - increase of \$/%\_\_\_\_ from \$8,621 to \$\_\_\_\_

Council Member - increase of \$/%\_\_\_\_ from \$8,621 to \$\_\_\_\_

Monthly stipend shall be set as follows:

Mayor/\$150, Mayor Pro Tem/\$100, Council Member/\$70

**Section 20: 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 deem 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, 2023.

**Section 21: 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 2023-2024. 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 22: 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 27th of June, 2023.

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 7/1/2023

Schedule subject to change upon approval by Town Council

TAXES & FEES				
Tax Rate	<del>\$0.41</del> <b>\$0.44</b>	\$/100 valuation of property	Vehicle Fee (pursuant to NCGS 20-97 (b1)	\$30/vehicle
DOCUMENT / COPY FEES				
Copying up to 11" x 17" (black and white)	\$0.10/sheet	Document Recording / E-Recording	At cost	
Copying and maps up to 11" x 17" (color)	\$0.40/sheet	3 ring or spiral bound documents/plans	\$35	
Copying larger than 11" x 17" (black and white)	\$5/sheet	Unified Development Ordinance	\$40	
Copying larger than 11" x 17" (color)	\$20/sheet	Design and Development Manual	\$15	
Printed 24" x 36"	\$20/sheet	DVD Copy	\$0.50/disc	
Printed 36" x 48" maps	\$40/sheet			
MISCELLANEOUS				
Rain Barrel	\$88.00	<b>Cemetery</b>	<b>Resident</b>	<b>Non – Resident</b>
				<b>Military Rate*</b>
		– Cemetery Plots	\$800	\$1200
				\$640 (resident)
				\$960 (non-resident)
		– Columbarium Niches	\$800	\$800
				\$640
*20% cemetery discount-Military rate applies to current and retired military personnel only				

## Development Fees

PUBLIC RIGHT-OF-WAY CLOSURE				
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) <sub>2</sub>	\$500	
		Site Inspections (Residential lot) <sub>3</sub>	\$35	
Certificate of Zoning Compliance (CZC) <sub>1</sub>	\$100	Site Plan, Major	\$1,100+\$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)	\$1,600+\$10/acre	Transportation Impact Analysis Review <sub>4</sub>		
PUD-CZ not requiring full TRC Review	\$600	Sites & Subdivisions \$500	PUD	\$1,000
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 <sup>rd</sup> submittal; Master Subdivision Plans; 4 <sup>th</sup> 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)	\$1,600+\$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				

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 FEES<sub>1</sub>***For New Residential Developments Assessed after 1/1/2023 - Collected by the Planning Department*

Housing Type	Fee Per Unit	Acreage Per Unit	Decimal Multiplier
Single Family Detached	\$4,016.66	1/30 acre	0.0333
Single Family Attached	\$2,705.23	1/45 acre	0.0223
Multi-Family Attached	\$2,381.87	1/51 acre	0.01964

Existing Town ordinances require either the dedication of open space for public recreation or the payment of a fee in lieu per unit. The requirement regarding land dedication or fee in lieu will be based, in large part, on the Town's adopted Parks, Recreation, Greenways, and Open Space Master Plan. Recommendations regarding the acceptance of land or fee in lieu are made to the Town Council by the Parks, Recreation, and Cultural Resources Advisory Commission.

1. Annually on January 1, the fee amount shall be automatically adjusted in accordance with UDO §14.7.1(B).

**ENCROACHMENT AGREEMENT***Submit to Development Services*

Encroachment agreement preparation and recording	\$250 + eRecording Fee at Cost
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**CONSTRUCTION FEES/BONDS***Calculated and collected by Development Services*

Bond Administration Fee:	- Cash/check: \$100	- Surety Bond/Letter of Credit \$300	- Reduction/Amendment \$100
Fee in Lieu Administration Fee:	\$100		
Construction Plan Submittal Fees (Subdivisions)			\$700 + \$10/Lot
Construction Plan Submittal Fees (Sites, Utility Extensions, etc.)			\$700 + \$15/Sheet
Re-submittal Fees – Construction Plans (3 <sup>rd</sup> submittal and every other subsequent submittal (3 <sup>rd</sup> , 5 <sup>th</sup> , 7 <sup>th</sup> , etc.)			1/2 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 <sup>st</sup> & 2 <sup>nd</sup> reviews)			\$200
Infrastructure Extension Record Drawing Review (3 <sup>rd</sup> , 5 <sup>th</sup> , 7 <sup>th</sup> , etc. reviews)			\$100
Infrastructure Extension Record Drawing Review (after initial approval/field changes)			\$100

**Construction Inspection Fees:**

Water Lines	\$1.50 per linear foot	Fire Lanes	\$1.75 per linear foot
Sewer Lines	\$1.50 per linear foot	Sidewalks/Greenways	\$1.50 per linear foot
New Streets (public)	\$1.75 per linear foot per lane	Infill/Outparcel Lots	\$350 per lot
Curb & Gutter (All New/replaced public)	\$0.50 per linear foot	Driveway, residential	Per Building Permit Schedule
Storm Drains (public)	\$1.50 per linear foot	Driveway, not ready	Per Building Permit Schedule
Pump Station Review and Inspection	\$2,500 each	Driveway, reinspection	Per Building Permit Schedule
Warranty Bonds	25% of cost of installed and approved Infrastructure		
Performance Bonds	125% of cost of uninstalled Improvements		

\*Repairs to damages water/sewer lines caused by construction shall be billed to the responsible party and include the cost of materials + 10% and current equipment and labor rates.

**STORMWATER PLAN REVIEW FEES/BONDS***Submit to Development Services*

Project Size (disturbed acres)	Stormwater Plan Review Fee
< 1 acre	\$0
1 - 5 acres	\$500
5 - 50 acres	\$500 + \$50 per additional disturbed acre
\$500 base review fee for projects disturbing up to 5 acres. Add \$50 per additional disturbed acre beyond 5 acres. Development projects that disturb less than 1 acre of land are not subject to the stormwater plan review fees since they are exempt from stormwater controls. The stormwater plan review fee will be limited to a maximum of 50 acres.	
SCM Maintenance Bond	25% of cost of installed and approved Infrastructure
SCM Performance Bond	125% of cost of uninstalled Improvements
SCM As-Built Review Fee:	\$200 per SCM

**SOIL AND EROSION CONTROL FEES/GUARANTEES***Submit to Development Services*

Application for S&E Plan Approval	\$500 per disturbed acre
Future Lot Grading*	\$50 per acre of remaining building lot acreage
S&E Performance Guarantee**	\$2,500 per disturbed acre

\*The future lot grading fee provides coverage under an erosion control permit and ensures compliance with NPDES stormwater regulations. Only the additional land disturbance associated with future building lots needs to be included.

\*\*Performance guarantee must be in the form of a certified check, cash, or irrevocable letter of credit approved by the Town. The performance guarantee is due prior to the Town issuing a Letter of S&E Plan Approval and must be maintained after the issuance of the certificate of completion.

COMMERCIAL BUILDING PERMIT FEES									
Calculated and collected by Building Inspections and Permitting									
NEW STRUCTURES, ADDITIONS AND ALTERATIONS (Base Fee) 1,2,3									
Total Gross Building Floor Area of Construction		Fee Computation		<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							
Building/Pool/Hot Tub Building	\$150	Occupancy		Fee		Occupancy		Fee	
Electrical/Pool/Hot Tub Electrical	\$75	Assembly		0.55		Factory/Industrial		0.40	
Mechanical/Pool/Hot Tub Mechanical	\$75	Business		0.60		Hazardous		0.50	
Plumbing/Pool/Hot Tub Plumbing	\$75	Educational		0.60		Institutional		0.60	
Grading	\$75					Storage/Utility		0.30	
MISCELLANEOUS FEES									
Change of General Contractor				\$50					
Conditional Electrical Power Inspection (Apex and Duke)				Optional Inspection					
Conditional Mechanical Systems Inspection				Optional Inspection					
Demolition (All Trades)				\$120					
Dumpster Enclosure				\$150 (Single Trade Building)					
Electric Vehicle Parking				\$75 per site (No fee when at an existing development)					
Elevator				\$50 per elevator					
Fire Alarm				\$75					
Fire Pumps, each				\$250					
Fire Sprinkler System				\$0.03 per square feet					
Fire Suppression				\$50					
Grease/Oil Interceptor				\$50					
Hood Suppression				\$75					
Irrigation System				See Irrigation Meters (pg 5) + Capital Reimbursement Fees (pg 6)					
Refrigeration				\$75					
Retaining Wall Permit				\$1 per linear foot					
Sales/Construction Trailer/Modular Classroom				Per Single Trade Fee Schedule					
Sign – New				\$150 + \$75 if electrical needed					
Site Lighting				\$75					
Solar PV System				No Fee					
Spray Paint Booth, each				\$150					
Storage Tank, each				\$50 Plus Associated Single Trade Fees					
Temporary Power (Town of Apex)				\$125					
Water and Sewer Capital Reimbursement Fees and Water Meters				Refer to Capital Reimbursement Fee Schedule (pg 6)					
Work Without a Permit				Double Permit Fees					
Stop Work Order				\$150 (May Require Extra Trip Fee)					
Expired Permit				½ Cost of Original Permit Fee					
PLAN REVIEW FEES (Non-refundable)									
Per Trade (Not applied toward cost of permit)				\$100 (no fee for Electric Vehicle Parking at an existing development)					
Plan Modification (Not applied toward cost of permit)				½ Review Fee or ½ per trade fee for single trade modifications					
Re-review fee (Not applied toward cost of permit)				½ Review Fee @ 3 <sup>rd</sup> , 5 <sup>th</sup> , 7 <sup>th</sup> , 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	\$75
Retaining Wall		\$1 per linear foot	Grading	\$75
MISCELLANEOUS				
Change of General Contractor		\$50		
Change of Lot		\$50		
Demolition (All Trades)		\$150		
Driveway		\$100/lot		
House Moved		\$375		
Irrigation		See Irrigation Meters (pg 5) + Capital Reimbursement Fees (pg 6)		
Mobile Home (All Trades)		\$150		
Modular Home (All Trades)		\$375		
Solar PV System		No Fee		
Temporary Power (Town of Apex Only)		\$125		
Work Without Permit		Double Permit Fees		
Expired Permit		½ Cost of Original Permit Fee		
PLAN REVIEW FEES (Non-refundable)				
Initial Fee for New Single Family and Townhome Construction (Not applied to cost of permit)		\$110		
Initial Fee All Other Construction (Not applied toward cost of permit)		\$100		
Plan Modification Fee (Not applied toward cost of permit)		½ Review Fee		
Re-review Fee (Not applied toward cost of permit)		½ Review Fee @ 3 <sup>rd</sup> , 5 <sup>th</sup> , 7 <sup>th</sup> , 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*

<b>Primary Facilities:</b> <i>Collected by Electric Department</i> <b>Based on cost difference of normal overhead facilities and the requested underground facilities.</b>		<b>Service Laterals:</b> <i>Collected by Building Inspections Permitting</i> <b>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.</b>	
Single-Family	<del>\$526.75</del> <b>\$2,722/lot</b>	Single-Family	<del>\$561</del> <b>\$776/service lateral</b>
Townhomes	<del>\$526.75</del> <b>\$1,914/unit</b>	Townhomes	<del>\$561</del> <b>\$776/service lateral</b>
Apartments	<del>\$526.75</del> <b>\$1,914 point of delivery</b>	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	
EV Chargers	<b>@ cost determined at submittal request</b>		

## 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	<del>\$2,000</del> <b>\$2,300</b>	\$550	<del>\$800</del> <b>\$1,000</b>	<del>\$215</del> <b>\$315</b>
1 inch	<del>\$2,200</del> <b>\$2,600</b>	\$550	<del>\$800</del> <b>\$1,000</b>	<del>\$325</del> <b>\$450</b>
1 ½ inch	N/A	N/A	N/A	<del>\$650</del> <b>\$785</b>
2 inch	N/A	N/A	N/A	<del>\$830</del> <b>\$960</b>
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	<del>\$800</del> <b>\$1,000</b>

\*\*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	<del>\$100</del> <b>\$175</b>
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## SEWER AND STORMWATER RE-INSPECTION FEES

*Submit to Water Resources Department*

Sewer and Storm drain re-inspection fee	\$325 remobilization fee plus \$0.25 per linear foot over 1,000'
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## IRRIGATION METERS

*Submit to Building Inspections & Permitting (Irrigation meter **required** for ALL irrigation systems)*

	Single-Family Residential (Includes duplex and townhomes)	Multi-Family and Commercial
<b>Permit Fee</b>	\$75	\$75
<b>Meter Fee</b>	Based on meter size; see "Water Meter Fees" (pg 6)	Based on meter size; see "Water Meter Fees," (pg 6)
<b>Meter Tap</b>	\$800 (See condition 7 below)	See condition 6 below
<b>Capital Reimbursement Fees</b>	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	<del>\$1,783</del> \$1,788	<del>\$3,675</del> -\$4,290	<del>\$5,458</del> -\$6,078
1	<del>\$2,972</del> \$2,980	<del>\$6,124</del> -\$7,150	<del>\$9,096</del> -\$10,130
1.5	<del>\$5,943</del> -\$5,960	<del>\$12,249</del> -\$14,300	<del>\$18,192</del> -\$20,260
2	<del>\$9,509</del> -\$9,536	<del>\$19,598</del> -\$22,880	<del>\$29,107</del> -\$32,416
3	<del>\$19,019</del> -\$19,072	<del>\$39,195</del> -\$45,760	<del>\$58,214</del> -\$64,832
4	<del>\$29,717</del> -\$29,800	<del>\$61,243</del> -\$71,500	<del>\$90,960</del> -\$101,300
6	<del>\$59,433</del> -\$59,600	<del>\$122,486</del> -\$143,000	<del>\$181,919</del> -\$202,600
8	<del>\$95,093</del> -\$95,360	<del>\$195,977</del> -\$228,800	<del>\$291,070</del> -\$324,160
10	<del>\$249,620</del> -\$250,320	<del>\$514,439</del> -\$600,600	<del>\$764,059</del> -\$850,920
12	<del>\$314,997</del> -\$315,880	<del>\$649,173</del> -\$757,900	<del>\$964,170</del> -\$1,073,780

**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 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	At cost	- Arsenic, Cadmium, Chromium, Copper, Lead, Mercury, Molybdenum, Nickel, Selenium, Silver, Zinc	\$13 each
(per 1991 annexation agreements; only available in certain locations)			

\* 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	<del>\$9.61</del> \$9.85/month	- 4 CY Dumpster	<del>\$141.18</del> \$145.86/month
Commercial Roll-Out Cart	<del>\$20.12</del> \$20.62/month	- 6 CY Dumpster	<del>\$169.09</del> \$173.32/month
Recycling (Per Bin or Cart)	<del>\$4.55</del> \$5.24/month	- 8 CY Dumpster	<del>\$194.00</del> \$198.85/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. (Tier 5 effective January 1, 2024). 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: 400-1,500ft <sup>2</sup>	\$1.50
Tier 2: 1,501-3,000ft <sup>2</sup>	\$5.00
Tier 3: 3,001-4,000ft <sup>2</sup>	\$7.50
Tier 4: 4,001ft <sup>2</sup> -5,400ft <sup>2</sup>	\$10.00

**Tier 5: >5,400ft<sup>2</sup>** **\$5.00 per ERU (Total Impervious Area/\$2,700ft<sup>2</sup> \* \$5)**

**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<sup>2</sup> \* \$5)**

\*ERU (Equivalent Residential Unit) is the GIS analysis of average impervious surface (rooftops, driveways, sidewalks, parking lots) per residential property. Approximately 2,700 ft<sup>2</sup>.

\*Properties with less than 400ft<sup>2</sup> of impervious surface are exempt.

## WATER &amp; SEWER RATES

Water Rates		Inside Town Limits	Outside Town Limits
<b>Water Base Charge</b>		\$6.00	\$12.00
<b>Water Volumetric Rates (per 1,000 gallons)</b>			
Commercial		<del>\$4.25</del> <b>\$4.42</b>	<del>\$8.50</del> <b>\$8.84</b>
Residential	Tier 1: 0 - 6,000 gal	<del>\$4.25</del> <b>\$4.42</b>	<del>\$8.50</del> <b>\$8.84</b>
	Tier 2: 6,001 - 12,000 gal	<del>\$4.89</del> <b>\$5.09</b>	<del>\$9.78</del> <b>\$10.18</b>
	Tier 3: > 12,000 gal	<del>\$6.59</del> <b>\$6.85</b>	<del>\$13.18</del> <b>\$13.70</b>
<i>*Farmpond Area: Per Interlocal Agreements with the Town of Cary, the Apex special published rate shall be based on the Cary published residential base rate and per thousand gallons plus an Apex charge of \$2 per thousand gallons."</i>			
<b>Wholesale Water Base Charge</b>		\$5.45	<b>Wholesale Water Volumetric Rates (per 1,000 gallons)</b> \$4.09
Sewer Rates		Inside Town Limits	Outside Town Limits
<b>Sewer Base Charge</b>		<del>\$10.75</del> <b>\$11.18</b>	<del>\$21.50</del> <b>\$22.36</b>
<b>Sewer Volumetric Rates (per 1,000 gallons)</b>			
Commercial & Residential		<del>\$7.45</del> <b>\$7.75</b>	<del>\$14.90</del> <b>\$15.50</b>
Colvin Park/White Oak *		\$12.55	N/A
<i>*Per the Alternative Sewer Agreement, "the Apex special published rate shall be based on the Cary published residential rate per thousand gallons plus an Apex charge of \$2 per thousand gallons."</i>			
<b>Wholesale Sewer Base Charge</b>		<del>\$10.75</del> <b>\$11.18</b>	<b>Wholesale Sewer Volumetric Rates (per 1,000 gallons)</b> <del>\$7.45</del> <b>\$7.75</b>
<b>Flat Rate Sewer</b>		\$40.00/month	
Irrigation Rates		Inside Town Limits	Outside Town Limits
<b>Irrigation Base Charge</b>		\$6.00	\$6.00
<b>Irrigation Volumetric Rates (per 1,000 gallons)</b>		\$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	<del>\$25.00</del> <b>\$26.38</b>	<del>\$0.0942</del> <b>\$0.0994</b>					
Service	Base Charge	Energy Charge (per kWh) ALL					
Small General Service	<del>\$27.00</del> <b>\$28.50</b>	<del>\$0.0966</del> <b>\$0.1019</b>					
Service	Base Charge	Energy Charge (per kW)					
		On Peak		Off Peak		Bilateral Credit On Peak	Bilateral Credit Off Peak
Residential-Time of Use-TOU	<del>\$25.00</del> <b>\$26.38</b>	<del>\$0.195</del> <b>\$0.2057</b>	<del>\$0.0518</del> <b>\$0.0546</b>	<del>\$0.1303</del> <b>\$0.1375</b>	<del>\$0.031</del> <b>\$0.0327</b>		
Small General Service-TOU	<del>\$27.00</del> <b>\$28.50</b>	<del>\$0.195</del> <b>\$0.2048</b>	<del>\$0.0537</del> <b>\$0.0564</b>	<del>\$0.1303</del> <b>\$0.1368</b>	<del>\$0.031</del> <b>\$0.0326</b>		
Service	Base Charge	Energy Charge (per kWh) ALL			Demand Charge (per kW) ALL		
Medium General Service	<del>\$85.00</del> <b>\$90.00</b>	<del>\$0.0731</del> <b>\$0.0780</b>			<del>\$7.75</del> <b>\$8.20</b>		
Medium General Service-TOU	<del>\$85.00</del> <b>\$90.00</b>	<del>\$0.07</del> <b>\$0.0739</b>			<del>\$11.50</del> <b>\$12.25</b>		
Large General Service	\$175.00	<del>\$0.0593</del> <b>\$0.0622</b>			<del>\$10.32</del> <b>\$11.00</b>		
Large General Service-TOU	\$175.00	<del>\$0.0579</del> <b>\$0.0607</b>			<del>\$11.86</del> <b>\$12.75</b>		



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	<del>\$0.0451</del> <b>\$0.0476</b>	<del>\$20.18</del> <b>\$21.00</b>	<del>\$3.93</del> <b>\$4.19</b>

## 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* <b>Obsolete – no longer installed</b>	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 ( <b>Obsolete, no new installs</b> )	51	\$19.36/Fixture	29/Fixture
Shoebox – 1	61	\$12.17/Fixture	29/Fixture
Shoebox – 2	151	\$19.57/Fixture	29/Fixture
Area Light	51	\$8.71/Fixture	29/Fixture
Cobrahead – 1	51	\$11.38/Fixture	29/Fixture
Cobrahead – 2	151	\$17.51/Fixture	29/Fixture
Lantern – 1 w/ Lens ( <b>Obsolete, no new installs</b> )	51	\$15.19/Fixture	29/Fixture
Lantern – 2 w/o Lens	51	\$18.29/Fixture	29/Fixture

#### Special Contract Lights

(residential dedicated public streets outside corporate limits)

	Monthly charge	Special Area Lighting Pole	Monthly Charge
100-watt HPS enclosed luminaire on approved wood pole	<del>\$2.29/customer</del>	Wood	\$ 2.51/pole
Fiberglass pole or post w/ approved 100-watt HPS luminaire	<del>\$2.93/customer</del>	Metal 18' Fiberglass or post	\$ 3.51/pole
		Decorative Square metal	\$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 (UG) Service:** For Underground service, the monthly bill will be increased by \$3.50 per pole or, in lieu thereof, a one-time contribution of \$175.17 per pole. The monthly UG charge, if selected, may be terminated at any time upon payment by Customer of the one-time contribution. The UG charge will be waived if the lighting facilities are installed during the installation of the main electric facilities. The monthly pole charge defined below will also be applicable to underground service.

#### Additional Facilities

- Multiple area lighting fixtures may be installed per pole subject to town review and approval. The monthly charge for each additional fixture will be the charge in accordance with the Monthly Rate for that fixture.
- For distribution transformer and/or primary conductor extension, 2% of the estimated installed cost of the excess circuit.
- For an underground circuit in excess of 250 feet for an area lighting pole, 2% of the estimated installed cost of the excess circuit.
- For a metal pole, 2% of the estimated cost of overhead or underground metal poles requiring special construction or features, which are in excess of the estimated, installed cost of standard underground metal poles.

## VENDOR FEES

Obtain Permit from the Town of Apex Police Department

Solicitor/Peddler/Park Concessioner*	Transient/Mobile Food Vendors
30-day Permit \$50	Annual Permit \$150
90-day Permit \$100	*Anyone selling anything, including food, in a Town of Apex Park
180-day Permit (Park Concessions Only) \$175	must obtain a Park Concessions Permit.

- 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*

### Withdrawal<sub>1</sub>

- 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

### Cancellation

- Less than 7 business days prior to rental No credit or refund in any amount excluding rental deposit<sub>1</sub>
- 7-59 business days prior to rental 50% refund<sub>2</sub>
- 60 or more business days prior to rental 90% refund<sub>2</sub>

### Date Change Request

- Less than 7 business days prior to rental No date change requests accepted<sub>1</sub>
- 7 or more business days prior to rental<sub>3</sub> All fees and deposits may be transferred<sub>4</sub>

*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.*

*2. Including rentals made within 7 business days of the rental date*

*3. Issued upon written request*

*4. Reschedule dates may occur no later than 30 calendar days from original.*

*5. Subject to room availability and the availability of required staff.*

	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	Splash Pad Session Pass (2 hours)	\$2	\$4
- 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	\$30	\$60	- Age 55+	\$0	\$20
- Multiple Dogs	\$50	\$100	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 Attendant Fee <sub>2</sub>	\$40/hour	\$40/hour	- Overnight Storage	\$50/night	\$75/night
<b>Community Center</b>			- 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 <sub>3</sub>	\$21/hour	\$31.50/hour	- 4 Hour Gallery Package	\$400	\$600
- Arts & Crafts Room	\$21/hour	\$31.50/hour	- Portable Projector Fee	\$15/hour	\$15/hour
<b>Senior Center<sub>4</sub></b>			<b>Field &amp; Gym Rentals<sub>5</sub></b>		
- Salem Meeting Room (#108)	\$100/hour	\$150/hour	Athletic Field – natural turf (no lights)	\$40/hour	\$60\$40/hour
- Saunders Meeting Room (#110)	\$100/hour	\$150/hour	Athletic Field – natural turf (w/ lights)	\$60/hour	\$80\$60/hour
- Seaboard Meeting Room (#112)	\$100/hour	\$150/hour	Athletic Field – synthetic turf (no lights)*	\$70\$75/hour	\$105\$75/hour
- Projector Fee (#108,110 or 112)	\$15/hour	\$15/hour	Athletic Field – synthetic turf (w/ lights) †	\$90\$95/hour	\$125\$95/hour
- Large Projector (#108,110 & 112)	\$30/hour	\$30/hour	Gym - Whole	\$65\$75/hour	\$97.50\$75/hour
- Kitchen Room (#120)	\$30/hour	\$45/hour	<i>* Synthetic Turf Fields require additional \$250 Damage Deposit</i>		
- Chatham Classroom (#131)	\$35/hour	\$52.50/hour	<i>* Natural Turf Fields require additional \$100 Damage Deposit</i>		
- Friendship Classroom (#133)	\$35/hour	\$52.50/hour	<b>Shelter Rentals</b>		
- Arts & Crafts Room (#202)	\$35/hour	\$52.50/hour	Refundable Deposit (Shelter)	\$100	\$100
- Hunter Exercise Room (#210)	\$30/hour	\$45/hour	Apex Community Park – small	\$17.50\$20/hour	\$26.25\$30/hour
- Hughes Exercise Room (#215)	\$30/hour	\$45/hour	Apex Community Park – large	\$22.50\$30/hour	\$33.75\$40/hour
- Salem, Saunders & Seaboard <sub>5</sub>	\$1,200/4 hours	\$1,500/4 hours	Hunter Street Park – small	\$17.50\$20/hour	\$26.25\$30/hour
<b>Pleasant Park</b>			Jaycee Park – small	\$17.50\$20/hour	\$26.25\$30/hour
- Pleasant Park Meeting Room	\$35/hour	\$52.50/hour	Kelly Road Park – small	\$17.50\$20/hour	\$26.25\$30/hour
<b>Other Amenity Rentals</b>			k – small	\$17.50\$20/hour	\$26.25\$30/hour
- Tennis Courts (2-min/4-max)	\$15/hour/court	\$22.50/hour	k – large	\$17.50\$30/hour	\$26.25\$40/hour

Other Amenity Rentals Cont.	Resident	Non-Resident	Shelter Rentals Cont.	Resident	Non-Resident
- Tennis Courts (2 min/4 max)	\$15/hour/court	\$22.50/hour/court	Pleasant Park Amenity Shelter - large	\$30/hour	\$40/hour
- Pickleball Courts	\$15/hour/court	\$22.50/hour/court	Pleasant Park Shelter - large	\$30/hour	\$40/hour
- Sand Volleyball Court	\$15/hour/court	\$22.50/hour/court	Seagroves Farm Park - small	\$17.50\$20/hour	\$26.25\$30/hour
- Disc Golf Course	\$45/hour	\$67.50/hour			
- Disc Golf Course (1/2 day)	\$125	\$190	<b>Pleasant Park Tournament Packages</b>		<b>Package Cost</b>
- Disc Golf Course (full day)	\$250	\$375	Full Day Event (cost per field)		\$650/day
- Amphitheater (1/2 day)	\$125	\$187.50\$190	Additional field preparation		\$100/field
- Amphitheater (whole day)	\$250	\$375	Use of Scoreboard (cost per field)		\$100/day
- Extra Table Fee	\$3/table	\$3/table	Use of Team Rooms (cost per room)		\$100/day
Attendant Fee (100+ Guests)	\$20/hour	\$20/hour	Use of Referee Room		\$50/day
			Signature Field 4-Hr Game Package		\$400
			Pickleball Event all-day Rental (6 courts)		\$650/day
1. 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.					

**Town of Apex, North Carolina**  
**FY 2023 – 2024 Annual Budget**  
**New Position Recommendations**

General Fund						
Department	Position	Rec.	FY23-24 Personnel Cost	Operating & Capital Costs	Total Costs	Notes
<b>Administration</b>	Admin Assistant	1	\$ 42,543	\$ 4,525	\$ 47,068	
<b>Information Technology</b>	IT Specialist (Jr Operations Specialist)	1	\$ 56,646	\$ 3,575	\$ 60,221	
	IT Process Analyst (Business/Data)	1	\$ 131,489	\$ 4,275	\$ 135,764	ERP transitions
	Geographic Information Systems (GIS) Analyst	1	\$ 60,999	\$ 37,775	\$ 98,774	Combine PW/PRCR request
<b>Communications</b>	Public Safety PIO (Public Information Officer)	1	\$ 60,999	\$ 7,600	\$ 68,599	
<b>Finance</b>	Assistant Finance Director	1	\$ 181,793	\$ 9,075	\$ 190,868	Accounting capacity; no Asst. BC Superv.
	Purchasing/Contracting Specialist	1	\$ 91,253	\$ 5,075	\$ 96,328	
<b>Community Development &amp; Neighborhood Connections</b>	Neighborhood Improvement Specialist	1	\$ 52,652	\$ 4,925	\$ 57,577	
	311 Manager	1	\$ 121,999	\$ 4,925	\$ 126,924	
<b>Facilities</b>	Facilities Maintenance Technician	1	\$ 48,988	\$ 58,900	\$ 107,888	FY 23 authorization Vacant
<b>Police</b>	Police Officer	3	\$ 245,797	\$ 327,150	\$ 572,947	Phase, plan has 4 FY 24
	Police Officer-Directed Patrol 1	2	\$ 163,865	\$ 218,300	\$ 382,165	
	School Resource Officer	1	\$ 81,932	\$ 109,150	\$ 191,082	Council Request
<b>Fire</b>	Emergency Management Coordinator	1	\$ 71,204	\$ 14,500	\$ 85,704	
<b>Fleet</b>	Fleet Services Manager	1	\$ 113,291	\$ 3,100	\$ 116,391	
<b>Parks &amp; Recreation</b>	Volunteer Coordinator	1	\$ 48,988	\$ 8,375	\$ 57,363	
	Recreation Customer Service Specialist	1	\$ 45,627	\$ 1,025	\$ 46,652	PT to FT; Senior Center
	30-hr. Camp Director w/ Benefits	2	\$ 155,239	\$ 9,940	\$ 165,179	TO Camp Expansion
	Recreation Program Specialist	1	\$ 105,304	\$ 254,370	\$ 359,674	TO Camp Expansion
	Pleasant Park Operations Worker	1	\$ 85,085	\$ 2,534	\$ 87,619	
<b>Fund Total</b>		<b>24</b>	<b>\$ 1,965,692</b>	<b>\$ 1,198,244</b>	<b>\$ 3,163,936</b>	
Enterprise Funds						
<b>Sewer Maintenance</b>	Utility Crew Field Supervisor	1	\$ 113,335	\$ 92,355	\$ 205,690	
<b>Stormwater</b>	Stormwater Engineer	1	\$ 142,451	\$ 4,675	\$ 147,126	
<b>Electric</b>	Electric Line Tech	2	\$ 105,349	\$ 58,600	\$ 163,949	
<b>Fund Total</b>		<b>4</b>	<b>\$ 361,135</b>	<b>\$ 155,630</b>	<b>\$ 516,765</b>	

## Town of Apex, North Carolina FY 2023 – 2024 Annual Budget

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### 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 2023-2024 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, we will continue to strive to provide outstanding services by looking for opportunities for improvement. 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.

In November 2022, we celebrated Town Council's formal adoption of our strategic plan, Game Plan Apex. The strategic goals and framework of the plan, which will incorporate departmental plans, provided guidance for staff in the development of a proactive budget that will balance improving current town programs and services with development of new programs and projects. The budget will highlight Town Council's strategic goals throughout and present elements from Game Plan Apex and selected performance indicators. Town Council's strategic goals are:

*Welcoming Community:* Create a safe and welcoming environment fostering community connections and high-quality recreational and cultural experiences supporting a sense of belonging.

*High Performing Government:* Deliver exceptional service valuing an engaged workforce with an emphasis on efficiency, collaboration, innovation, and inclusion.

*Environmental Leadership:* Commit to sustaining natural resources and environmental well-being.

*Responsible Development:* Encourage equitable and sustainable development that provides accessibility and connectivity throughout the community.

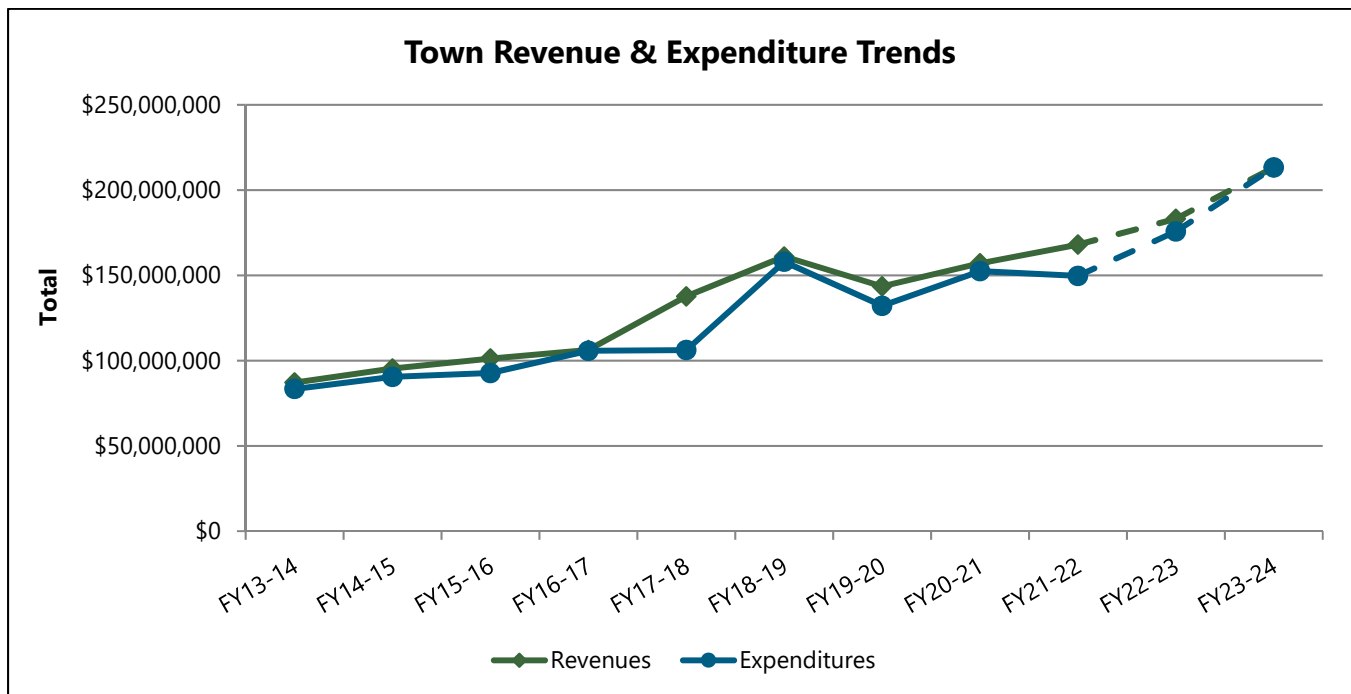
*Economic Vitality:* Improve and sustain an environment that invites and retains a diversity of residents, employment opportunities, and businesses.



FY23-24 Budget Highlights	
General Fund Expenditures	\$102,072,200
Electric Fund Expenditures	\$ 51,837,800
Water & Sewer Fund Expenditures	\$ 28,974,200
Stormwater Fund Expenditures	\$ 2,671,900
Non-major & Capital Fund Expenditures	\$ 27,854,400
<b>Total Budget</b>	<b>\$213,410,500</b>
Property Tax Rate	\$0.44 per \$100 valuation <i>Property tax rate is \$.03 more than FY22-23</i>
Electric Rates	Residential: \$26.38 base charge, \$0.0994 per kWh energy charge <i>Base rate increase of \$1.38, kWh charge increase of 5.5%</i>
Water Rates	\$6.00 base charge, \$4.42 - \$6.85 per 1000 gal. consumption (tiered)
Sewer Rates	\$11.18 base charge, \$7.75 per 1000 gal. consumption <i>Water base rate does not change, volumetric rate increase of 4%</i> <i>Sewer base rate increase of \$0.43, volumetric increase of 4%</i>

## Recommended Budget

The FY23-24 Recommended Budget totals \$213,410,500 for all town operations, capital improvements, and debt service requirements. This is \$13,025,651 (6.5 percent) more than the FY22-23 Amended Budget as of April 1, 2023. Following Town Council's direction, the budget is balanced with a tax rate of \$0.44, an increase of \$.03 from the current tax rate. The budget includes a \$1.38 base rate increase and a five and one half percent energy charge increase in electric rates, a four percent volumetric increase in water rates, a four percent base rate and volumetric increase in sewer rates, and use of \$4,675,000 in fund balance from the General Fund.

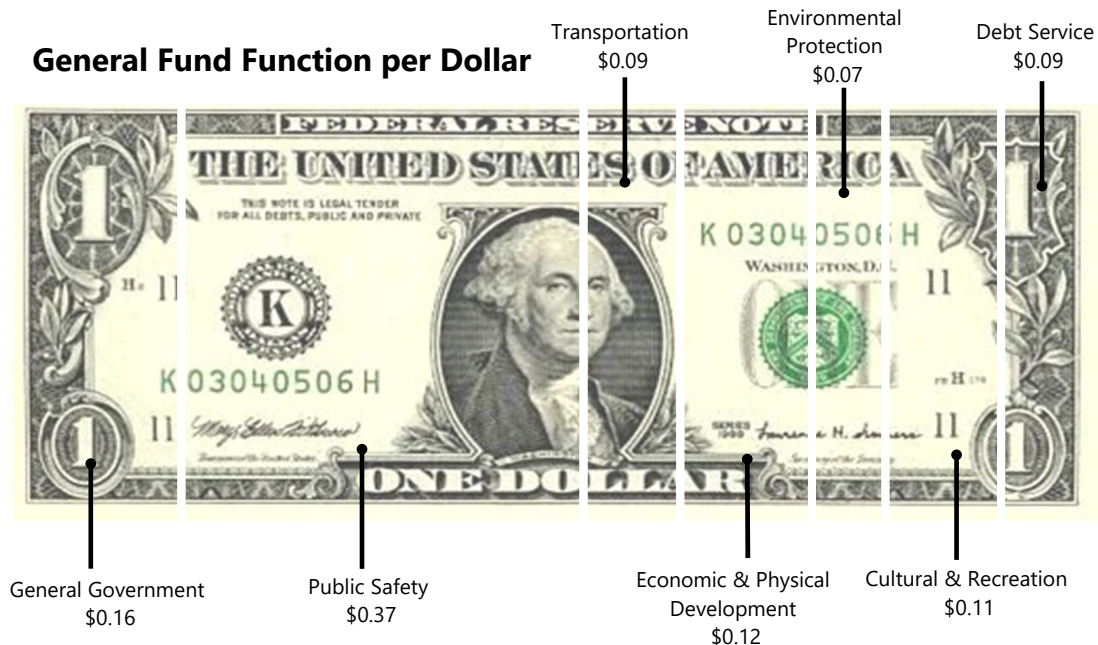


## General Fund

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 FY23-24 Recommended Budget for the General Fund totals \$102,072,200, which is 3.98 percent less than the FY22-23 Amended Budget of \$106,300,732 as of April 1, 2023.

## General Fund Expenditures

Apex's population continues to grow, but the pace of growth is beginning to slow. While the five-year average remains high at 7.8 percent, the rate dropped to four percent in FY21-22 and is on pace for between four and five percent in FY22-23. That is still a healthy growth rate but the slowing pace affects the rate of revenue growth and has to be considered when preparing the budget. Growth brings about increasing demands on town services. To keep pace with this demand and provide new services, the Town must provide 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 22 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 FY23-24 Recommended Budget to the FY22-23 Amended Budget reveals operating expenses and capital expenditures are down from FY22-23 while increases in personnel costs and debt service drive the year-over-year increase. The combination of 24 new positions, compensation adjustments, health and dental insurance increases, and retirement rate increases all contribute to the 8.21 percent increase in personnel costs. Included in the 24 new positions for General Fund are five police officers, a school resource officer, an emergency management coordinator, and a public safety public information officer in response to Town Council's request to enhance public safety. New positions also include three positions for a new summer and track-out camp program in the Parks, Recreation, and Cultural Resources Department in response to the community's request for additional youth services. Within the 8.05 percent debt service increase are payments for the 2015 and 2021 transportation bonds to be sold in FY23-24.





General Fund Expenditures by Type					
Type	FY21-22 Actual	FY22-23 Budget	FY22-23 Estimate	FY23-24 Budget	Percent Change
Personnel	39,126,492	52,751,120	48,485,172	57,083,500	8.21%
Operating	16,895,806	27,024,792	23,242,632	25,282,400	-6.45%
Capital	10,769,127	17,767,120	17,933,727	10,243,300	-42.35%
Debt Service	7,322,038	8,757,700	8,757,700	9,463,000	8.05%
<b>Total</b>	<b>\$74,113,463</b>	<b>\$106,300,732</b>	<b>\$98,419,231</b>	<b>\$102,072,200</b>	<b>-3.98%</b>

General Fund Department/Division Budgets					
Department/Division	FY21-22 Actual	FY22-23 Budget	FY23-24 Budget	Percent Change	FY23-24 Variance
Governing Body	301,540	238,700	524,200	119.61%	285,500
Clerk	198,066	290,100	527,200	81.73%	237,100
Administration	1,805,941	1,542,813	1,549,900	0.46%	7,087
Human Resources	1,544,492	2,464,038	2,856,700	15.94%	392,662
Information Technology	2,052,886	3,497,005	3,483,100	-0.40%	(13,905)
Legal Services	483,041	606,040	629,200	3.82%	23,160
Economic Development	486,788	693,838	761,100	9.69%	67,262
Communications	-	584,200	712,900	22.03%	128,700
Budget & Performance Management	-	879,950	900,600	2.35%	20,650
Finance	815,386	1,191,203	1,251,800	5.09%	60,597
Community & Neighborhood Connections	-	470,750	819,200	74.02%	348,450
Planning	2,455,329	4,398,734	3,922,000	-10.84%	(476,734)
Facility Services	1,612,206	4,558,215	1,992,900	-56.28%	(2,565,315)
Police	12,937,848	17,554,301	19,139,300	9.03%	1,584,999
911 Communications	1,067,462	1,616,125	1,690,100	4.58%	73,975
Fire	11,447,418	17,388,646	16,640,100	-4.30%	(748,546)
Transportation & Infrastructure Dev.	1,230,589	3,331,934	3,152,000	-5.40%	(179,934)
Streets	4,585,258	7,105,515	4,551,400	-35.95%	(2,554,115)
Solid Waste	5,919,537	6,342,082	6,841,800	7.88%	499,718
Fleet Services	524,348	754,368	724,800	-3.92%	(29,568)
Inspections & Permitting	2,694,081	3,222,414	3,200,900	-0.67%	(21,514)
Parks, Recreation, & Cultural Resources	5,769,366	8,942,144	10,028,000	12.14%	1,085,856
Cemetery	25,000	51,001	25,000	-50.98%	(26,001)
Special Appropriations	215,004	113,816	77,000	-32.35%	(36,816)
Other Uses	8,619,841	9,555,100	6,508,000	-31.89%	(3,047,100)
Debt Service	7,322,038	8,757,700	9,463,000	8.05%	705,300
Contingency	-	150,000	100,000	-33.33%	(50,000)
<b>Total</b>	<b>\$74,113,463</b>	<b>\$106,300,732</b>	<b>\$102,072,200</b>	<b>-3.98%</b>	<b>(4,228,532)</b>





## General Fund Capital Highlights

The Town intends to maintain outstanding services to the community through our infrastructure and other capital investments during FY23-24. General Fund capital expenditures are noticeably less for FY23-24 at 9.3 percent as opposed to 15.9 percent in FY22-23 and 11.4 percent FY21-22. The FY22-23 capital spending percentage is skewed due to budget amendments that increased capital spending by \$9.9 million during the fiscal year. The original adopted budget included capital spending at nine percent. Council has set a goal to increase capital spending to a level comparable to past years at 12 percent 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 FY23-24 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 (\$2,200,000)*

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.

### *Justice Heights Street Extension (\$750,000)*

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.

### *Felton Grove High School Road Improvements Cost Share (\$825,000)*

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.

### *Safe Routes to School (\$1,000,000)*

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 FY23-24 Budget includes funding for Apex Safe Routes to School projects that will provide connections for Baucom Elementary School, Laurel Park Elementary School, Apex Middle School, and Thales Academy as well as connections to the Town's transit route.

### *Tingen Road Pedestrian Bridge (\$500,000)*

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. The study is funded through the Federal Community Project Funding Program.

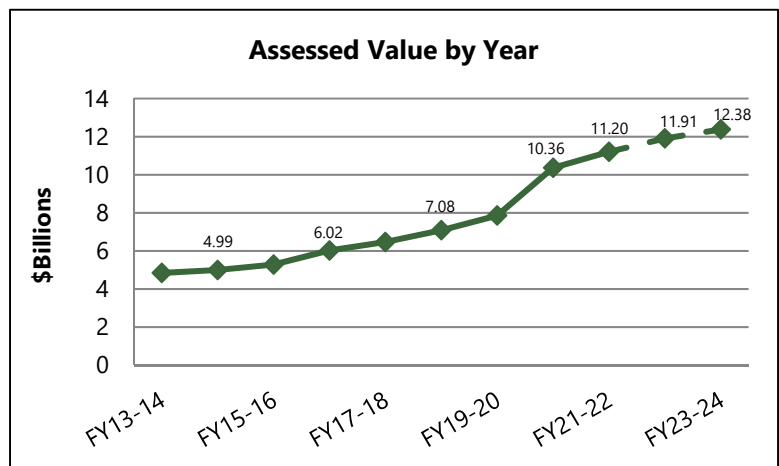


## General Fund Revenues

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. Apex's tax base is still growing but recent trends indicate a much slower pace of growth. The Town issued 1,012 residential certificates of occupancy (COs) in 2022. This corresponds to approximately 3,000 new people in Apex and \$250 billion in additional property value but it was the third straight year that new COs and additional property value declined. The Town's assessed value increased by 8.1 percent from 2021 to 2022 and 6.3 percent from 2022 to 2023. The increase from 2023 to 2024 is only 3.9 percent. This decline in growth rate affects property tax revenues, creating difficult decisions about what new projects and programs receive funding. The FY23-24 tax base for Apex is projected to grow by \$462,218,261 (3.9 percent) to \$12,367,243,902 and each penny on the tax rate is equivalent to \$1,236,462 in revenue. Excluding property tax and sales tax revenues and use of fund balance, all other General Fund revenues collectively represent a modest 7.29 percent increase from the FY22-23 Amended Budget. Overall, the FY23-24 Budget reflects a 3.98 percent decrease in revenues when compared to the FY22-23 Amended Budget. Adjusting the amended budget for purchase order carryovers from FY21-22, the difference between FY22-23 and the FY23-24 Recommended Budget would be an increase of 2.59 percent.

### Ad Valorem Tax

Property taxes represent 53.2 percent of General Fund revenues. For FY23-24, the ad valorem tax base is an estimated \$12.38 billion, which will generate \$54.29 million in property tax revenue with a tax rate of **\$0.44 per \$100 valuation** at a 99.9 percent collection rate. This represents an increase in ad valorem revenue of \$5.61 million (11.52 percent). **The tax rate is \$.03 more than the FY22-23 tax rate.** The FY23-24 tax rate includes a \$.03 increase for new public safety positions, equipment, and programs; a new summer and track-out camp program; and several new Town Council initiatives, including expansion of the historical marker program and neighborhood grant program.



### Local Option Sales Tax

Sales tax represents the Town's second largest revenue source in the General Fund at \$20.7 million (20.31 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. For FY22-23, the Town did not realize its full share of sales tax due to an error in the 2020 Census that has reduced the State's official population for Apex, which is used to calculate sales tax distribution. The 2020 Census did not include 2,200 households that had been annexed into the Town. The Census has acknowledged the error but has not certified the revised population estimate, which would add approximately 6,200 people to the Town's population. The error reduced Apex's share of the sales tax in FY22-23 by an estimated \$1.2 to \$1.8 million. The revised numbers have yet to be certified as of April 2023 and the additional sales tax revenue is not included in the FY23-24 Budget. Sales tax revenues increased significantly 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 FY22-23 with sales tax revenues being up 12.7 percent over the previous year through the January collections. The FY23-24 sale tax estimates reflect this positive trend, albeit with a more modest growth rate of six 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 \$2,979,300 and recycling fees will generate \$1,470,000 in FY23-24. The Town conducts its own yard waste collection and covers the cost with a monthly yard waste fee. The yard waste fee will generate \$2,131,000. **Solid waste and recycling fees will increase in accordance with our service contract in FY23-24.** Solid waste fees include the standard adjustment for inflation of 2.50 percent included in the service contract. Recycling fee increases include the same inflationary adjustment as well as a processing fee increase from \$0.75 per unit to \$1.34.

Solid Waste, Recycling, & Yard Waste Monthly Charges		
	FY22-23	FY23-24
Yard Waste Collection	\$7.83	\$7.83
Residential Roll-Out Cart	\$9.61	\$9.85
Commercial Roll-Out Cart	\$20.12	\$20.62
Recycling (per Bin or Cart)	\$4.55	\$5.24
4-CY Dumpster Service	\$141.18	\$145.86
6-CY Dumpster Service	\$169.09	\$173.32
8-CY Dumpster Service	\$194.00	\$198.85

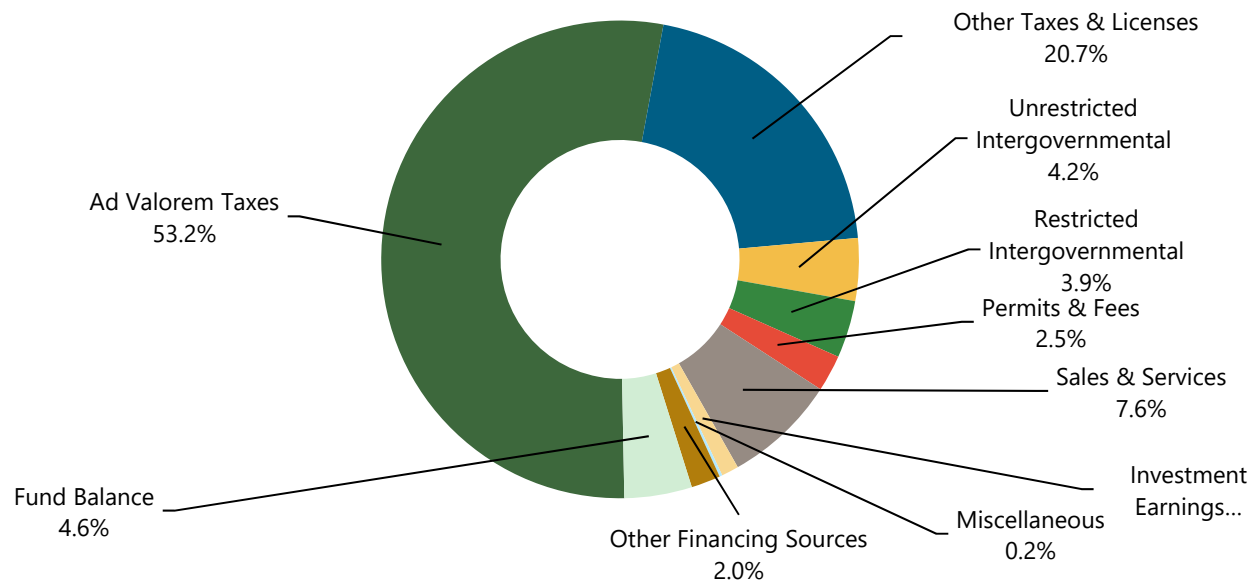
### Fund Balance Appropriation

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 FY23-24 Recommended Budget includes a fund balance allocation of \$4,675,000**, including \$200,000 for Eva Perry Library repairs, \$825,000 for street improvements associated with Felton Grove High School, \$300,000 for study and design of the Salem Street Bicycle Connection, \$300,000 for design of the Environmental Education Center, \$300,000 for greenway studies, \$250,000 for street hockey courts, and \$1,000,000 for Safe Routes to School projects. An additional \$1,500,000 is from restricted fund balance to be transferred to the Debt Service Fund for financing associated with the Mason Street Municipal Building for Building Inspections and Permitting.

General Fund Revenues by Source					
Source	FY21-22 Actual	FY22-23 Budget	FY22-23 Estimate	FY23-24 Budget	Percent Change
Ad Valorem Taxes	43,601,374	48,684,400	48,595,000	54,294,400	11.52%
Other Taxes & Licenses	18,056,631	19,670,000	19,861,000	21,078,500	7.16%
Unrestricted Intergovernmental	4,040,632	4,130,000	4,242,000	4,330,000	4.84%
Restricted Intergovernmental	5,787,220	3,632,400	3,622,628	3,960,800	9.04%
Permits & Fees	3,683,870	3,537,000	2,993,690	2,514,000	-28.92%
Sales & Services	7,064,026	7,058,200	6,981,341	7,803,400	10.56%
Investment Earnings	95,093	25,000	1,500,000	1,200,000	4700.00%
Miscellaneous	256,220	94,500	202,900	191,500	102.65%
Other Financing Sources	600,000	750,000	750,000	2,025,000	170.00%
Fund Balance	-	18,719,232	6,003,620	4,675,000	-75.03%
<b>Total</b>	<b>\$83,185,066</b>	<b>\$106,300,732</b>	<b>\$94,652,180</b>	<b>\$102,072,200</b>	<b>-3.98%</b>



## General Fund Revenues by Source FY23-24



## Enterprise Funds

The Town of Apex operates three major funds as enterprises – the Electric Fund, the Water & Sewer Fund, and the Stormwater 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. The Stormwater Fund is a new fund beginning in FY23-24.

### 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 FY23-24 Recommended Budget for the Electric Fund totals \$51,837,800, a 6.83 percent increase from the FY22-23 Amended Budget of \$48,524,268 as of April 1, 2023.

### Electric Fund Expenditures

The increase in the FY23-24 Electric Fund Budget is primarily due to increases in capital costs. Personnel cost increases reflect two new positions. The increase in capital costs is influenced by the inflationary impact on materials and also includes \$1.8 million in preparation for expanding capacity of the East Williams Street substation.

Electric Fund Expenditures by Type					
Type	FY21-22 Actual	FY22-23 Budget	FY22-23 Estimate	FY23-24 Budget	Percent Change
Personnel	5,211,381	6,872,900	5,043,400	7,147,900	4.00%
Operating	1,950,633	2,486,089	2,331,900	2,631,300	5.84%
Sales Tax	2,994,204	3,040,000	2,198,021	3,054,300	0.47%
Purchase for Resale	30,535,256	30,400,000	31,400,300	32,150,000	5.76%
Capital	4,397,709	4,476,479	4,870,000	5,604,500	25.20%
Debt Service	1,239,686	1,248,800	1,248,800	1,249,800	0.08%
<b>Total</b>	<b>\$46,328,869</b>	<b>\$48,524,268</b>	<b>\$47,092,421</b>	<b>\$51,837,800</b>	<b>6.83%</b>



## Electric Capital Highlights

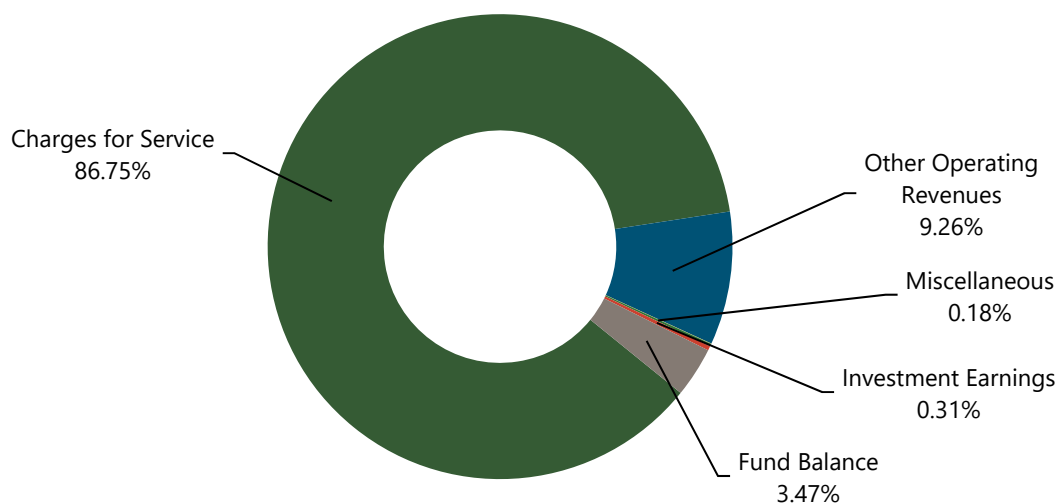
Similar to the General Fund, the Town accounts for large capital projects associated with the electric utility system in a capital project fund. The Electric Fund capital budget includes \$3.3 million for annual system expansion, \$1.8 million to expand capacity of the East Williams Street substation, and \$250,000 for LED street light replacement.

## Electric Fund Revenues

Electric Fund revenues for FY23-24 are up 6.83 percent from FY22-23. 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 FY23-24 Recommended Budget includes \$45.1 million in revenue from charges for service with a **\$1.38 increase in the electric base charge coupled with an increase of five and one half percent in the energy charge**. The rate change will increase the residential base charge to \$26.38 per month. Even with the rate increase, Apex electric rates are lower than other local electric utilities. The average residential electric customer can expect an increase of \$7.36 per month on their electric bill.

Electric Fund Revenues by Source					
Source	FY21-22 Actual	FY22-23 Budget	FY22-23 Estimate	FY23-24 Budget	Percent Change
Charges for Service	42,641,278	43,795,100	43,994,457	44,969,700	2.68%
Other Operating Revenues	3,981,605	3,840,700	3,876,187	4,802,300	25.04%
Other Financing Sources	-	10,000	-	10,000	0.00%
Miscellaneous	57,605	36,022	101,877	95,800	165.95%
Investment Earnings	13,643	5,200	169,199	160,000	2976.92%
Fund Balance	-	837,246	-	1,800,000	114.99%
<b>Total</b>	<b>\$46,694,131</b>	<b>\$48,524,268</b>	<b>\$48,141,720</b>	<b>\$51,837,800</b>	<b>6.83%</b>

## Electric Fund Revenues by Source FY23-24



## 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 FY23-24 Recommended Budget for the Water & Sewer Fund totals \$28,974,200, a 3.32 percent increase from the FY22-23 Amended Budget of \$28,042,367 as of April 1, 2023.

## Water & Sewer Fund Expenditures

The FY23-24 Water & Sewer Fund Budget reflects an increase in all expenditure categories except operating. The transition of accounting for stormwater personnel and operations in the Stormwater Fund minimizes the overall increase in water and sewer expenditures in FY23-24. The Water & Sewer Fund budget includes one new position for FY23-24 in the Sewer Maintenance Division. The FY23-24 Recommended Budget includes \$135,000 as part of the Town's continued annual commitment to watershed protection.

Water & Sewer Fund Expenditures by Type					
Type	FY21-22 Actual	FY22-23 Budget	FY22-23 Estimate	FY23-24 Budget	Percent Change
Personnel	6,508,355	8,534,000	7,858,600	8,640,400	1.25%
Operating	3,708,217	6,786,225	4,656,536	5,826,500	-14.14%
Purchase for Resale	4,502,867	4,600,000	4,881,000	5,614,600	22.06%
Capital	2,114,059	4,369,742	4,497,364	5,116,000	17.08%
Debt Service	3,666,963	3,752,400	3,752,400	3,776,700	0.65%
<b>Total</b>	<b>\$20,500,461</b>	<b>\$28,042,367</b>	<b>\$25,645,900</b>	<b>\$28,974,200</b>	<b>3.32%</b>

Water & Sewer Fund Department/Division Budgets					
Department/Division	FY21-22 Actual	FY22-23 Budget	FY23-24 Budget	Percent Change	FY23-24 Variance
Water-Sewer Admin.	3,659,134	5,607,733	5,404,200	-3.63%	(203,533)
Water Treatment	2,617,197	2,801,720	3,466,300	23.72%	664,580
Water Maintenance	2,639,520	4,954,646	3,989,000	-19.49%	(965,646)
Sewer Treatment	4,129,901	4,283,925	4,418,500	3.14%	134,575
Sewer Maintenance	2,587,746	5,141,943	3,719,500	-27.66%	(1,422,443)
Debt Service	3,666,963	3,752,400	3,776,700	0.65%	24,300
Other Financing Uses	1,200,000	1,400,000	4,100,000	192.86%	2,700,000
Special Appropriation	-	-	-	-	-
Contingency	-	100,000	100,000	0.00%	-
<b>Total</b>	<b>\$20,500,461</b>	<b>\$28,042,367</b>	<b>\$28,974,200</b>	<b>3.32%</b>	<b>\$931,833</b>

## 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 for FY23-24 includes the Big Branch Pump Station and Force Main project (\$20 million), advanced metering infrastructure (AMI) implementation (\$4.1 million), NC-55 pump station upgrades (\$450,000), and the Roberts Road water line connection (\$250,000). Of this list, coverage for the Advanced Metering Infrastructure (AMI) project will come from the Water & Sewer operating fund. The Water & Sewer operating budget includes additional capital expenditures totaling \$1,016,00 for a valve truck, miscellaneous water meter installations and water main connections, and various vehicle and equipment replacements.

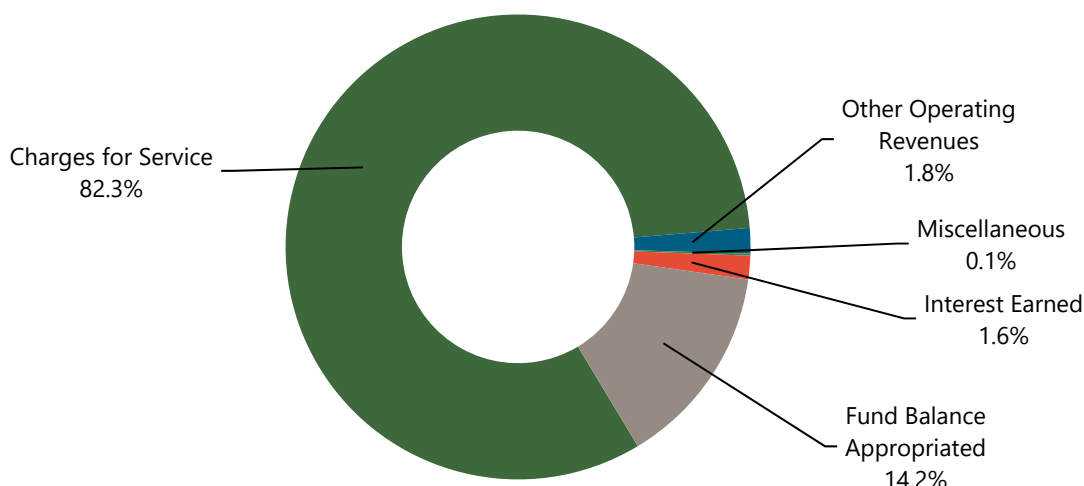


## Water & Sewer Fund Revenues

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 base rate charges. The FY23-24 Recommended Budget includes \$28,974,200 in revenues from water and sewer charges, an increase of 3.32 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	FY21-22 Actual	FY22-23 Budget	FY22-23 Estimate	FY23-24 Budget	Percent Change
Charges for Service	22,137,984	23,646,500	22,126,800	23,846,200	0.84%
Other Operating Revenues	629,841	627,000	519,300	513,000	-18.18%
Other Financing Sources	388,250	977,882	977,882	-	-100.00%
Miscellaneous	33,773	35,000	40,000	40,000	14.29%
Interest Earned	40,859	20,000	520,000	475,000	2275.00%
Fund Balance Appropriated	-	2,735,985	1,520,085	4,100,000	49.85%
<b>Total</b>	<b>\$23,230,707</b>	<b>\$28,042,367</b>	<b>\$25,704,067</b>	<b>\$28,974,200</b>	<b>3.32%</b>

### Water & Sewer Fund Revenues by Source FY23-24



### Water & Sewer Rates

In 2022, 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 **maintain the water base rate while increasing the volumetric water rate, sewer base rate, and the sewer volumetric rate by four 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	FY22-23	FY23-24	Sewer Rates	FY22-23	FY23-24
Inside Base Charge	\$6.00	\$6.00	Inside Base Charge	\$10.75	\$11.18
Tier 1: < 6,000 gallons	\$4.25	\$4.42	Outside Base Charge	\$21.50	\$22.36
Tier 2: 6,000-12,000 gallons	\$4.89	\$5.09	Inside Volumetric	\$7.45	\$7.75
Tier 3: > 12,000 gallons	\$6.59	\$6.85	Outside Volumetric	\$14.90	\$15.50

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 \$2.78 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 Fund

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. The Stormwater Fund will be a separate fund beginning in FY23-24. The Stormwater Fund comprises all revenues and expenditures that result from the Town's stormwater operations. Stormwater fees generate enough revenue to support the fund completely. The FY23-24 Recommended Budget for the Stormwater Fund totals \$2,671,900, a 36.57 percent increase from the FY22-23 Amended Budget of \$1,956,400 as of April 1, 2023.

## Stormwater Fund Expenditures

The FY23-24 Stormwater Fund Budget reflects an increase in personnel and capital expenditures. A new stormwater engineer position along with compensation and benefit increases and insurance costs represent the increase in the stormwater personnel costs. The primary reason for the increase in capital costs is a grant match of \$333,600 for the streambank restoration project at the Nature Park.

Stormwater Fund Expenditures by Type					
Type	FY21-22 Actual	FY22-23 Budget	FY22-23 Estimate	FY23-24 Budget	Percent Change
Personnel	361,263	974,800	885,100	1,120,900	14.99%
Operating	244,037	761,600	460,150	707,400	-7.12%
Capital	485,286	220,000	-	843,600	283.45%
<b>Total</b>	<b>\$1,090,586</b>	<b>\$1,956,400</b>	<b>\$1,345,250</b>	<b>\$2,671,900</b>	<b>36.57%</b>

## Stormwater Capital Highlights

The Town does not have a separate capital project fund for stormwater and projects are accounted for in the operating fund itself. The Stormwater Fund capital budget includes \$843,600 in FY23-24 for streambank restoration at the Nature Park (\$333,600), Lake Pine spillway repairs (\$150,000), a skid steer (\$215,000), miscellaneous dam repairs, and various equipment replacements.



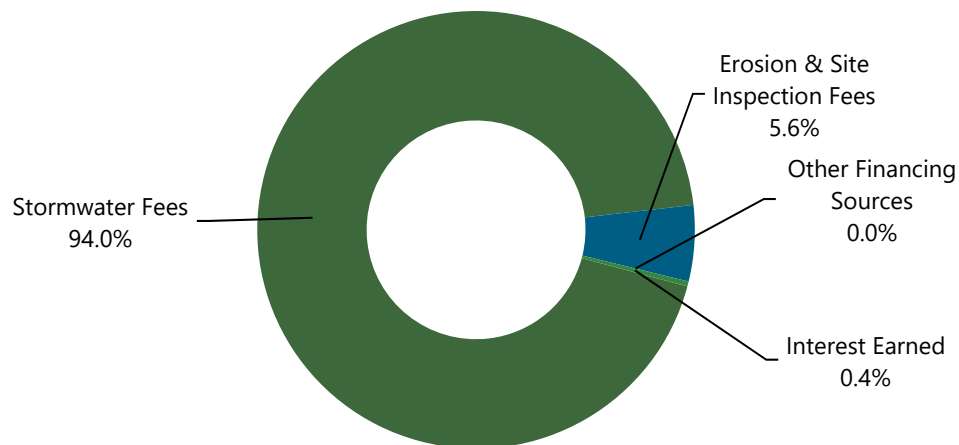


## Stormwater Fund Revenues

The FY23-24 Recommended Budget includes \$2,511,900 in revenues from stormwater fees, an increase of 29.77 percent. Stormwater fees are the primary revenue source for the fund, making up 94 percent of revenues. Erosion and site inspection fees were previously part of the General Fund but will be accounted for in the Stormwater Fund moving forward.

Stormwater Fund Revenues by Source					
Source	FY21-22 Actual	FY22-23 Budget	FY22-23 Estimate	FY23-24 Budget	Percent Change
Stormwater Fees	1,257,067	1,935,600	2,549,700	2,511,900	29.77%
Erosion & Site Inspection Fees	-	-	-	150,000	-
Other Financing Sources	-	-	-	-	-
Miscellaneous	-	-	-	-	-
Interest Earned	-	-	5,000	10,000	-
Fund Balance Appropriated	-	20,800	25,734	-	-100.00%
<b>Total</b>	<b>1,257,067</b>	<b>\$1,956,400</b>	<b>\$2,580,434</b>	<b>\$2,671,900</b>	<b>36.57%</b>

### Stormwater Revenues by Source FY23-24



### Stormwater Utility Fee

The stormwater fee structure uses impervious surface area based on equivalent residential units (ERU). The average ERU for Apex residential properties is 2,700 square feet of impervious surfaces such as rooftops, driveways, sidewalks, and parking lots per property. **The FY23-24 Recommended Budget includes an additional tier to the stormwater fee structure to begin January 1, 2024.** The fifth tier will apply to residences with over 5,400 square feet (2 ERU) of impervious surface. Fees for the fifth tier will be calculated at \$5.00 per ERU rather than the flat rates in other tiers. The table below includes the

Stormwater Rates	
<i>Residential</i> - Detached single-family homes, a duplex, or a manufactured home located on an individual lot or parcel.	
Tier 1: 400-1,500ft <sup>2</sup>	\$1.50
Tier 2: 1,501-3,000ft <sup>2</sup>	\$5.00
Tier 3: 3,001-4,000ft <sup>2</sup>	\$7.50
Tier 4: 4,001-5,400ft <sup>2</sup>	\$10.00
<b>Tier 5: &gt;5,400ft<sup>2</sup></b>	<b>Same as Non-Residential</b>
<i>Non-Residential</i> - 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 <sup>2</sup> * \$5)



breakdown for each tier. Note that properties with less than 400 square feet are exempt from the monthly fee due to minimal stormwater impacts.

## **Organization Review**

During FY22-23, the Town adopted its first strategic plan, Game Plan Apex, and began to implement recommendations from an organizational assessment to align departments to perform at an even higher level and ensure Apex remains “the peak of good living”. Town departments are currently finalizing their departmental strategic plans to correspond with Game Plan Apex and begin performance management in FY23-24. The Town intends to continue implementation of staffing recommendations from the organizational assessment over multiple fiscal years. 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 Game Plan Apex, the Town’s Peak Principles, and the establishment of clear performance goals and objectives for each employee. 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. For FY23-24, the Town plans to provide two compensation adjustments. The first will be a two percent market adjustment provided to all employees as of the first pay period in July. The second will be the merit-based practice previously described. The FY23-24 Recommended Budget includes merit adjustments ranging from three to five percent depending on each employee’s performance evaluation. The total estimated cost for FY23-24 is \$2.28 million across all funds.

Beginning in FY20-21, the Town implemented a \$15.00 living wage as a baseline for the Town’s compensation plan. The Town’s policy is to annually review changes in the area living wage and for the Town Manager to recommend a minimum living wage as part of the annual budget approval process. The Town’s current lowest hourly rate is \$19.21, which will increase to \$19.59 as of July 2024 with the two percent cost of labor adjustment.



*Employer Retirement Contribution:* The North Carolina Local Government Retirement System has notified local governments that the Annual Contribution Rate (ACR) will increase in FY23-24. The employer contribution will increase from 12.13 to 12.85 percent for regular employees and from 13.04 to 14.04 percent for law enforcement officers. Local government employees currently contribute six percent of their salary. The Town's retirement contributions represent \$6,646,500 in FY23-24, an increase of \$1,063,990 (19.06 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 \$479,800 in the FY23-24 Budget. Contributions for all other employees represent \$2,057,800 in FY23-24.

*Health Insurance:* While the Town has been able to contain rate increases the past few years, substantial claims have resulted in increases in both health and dental premiums. The Town will experience a 7.4 percent increase for healthcare premiums in FY23-24. The FY23-24 Recommended Budget includes \$7,606,700 for healthcare premiums across all funds. The Town's self-funded dental plan will experience a 10.9 percent increase in insurance premiums for FY23-24.

*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 FY23-24 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 FY23-24 Budget includes a total of \$178,000 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 \$31.8 million.

*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 FY23-24 is \$243,100.

*Position Reclassifications:* In FY22-23, the Town reviewed all positions as part of the organizational assessment. For FY23-24, the Town will return to its normal practice 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.

*Additional Positions:* The FY23-24 Recommended Budget includes 24 new full-time positions in the General Fund, two new full-time positions in the Electric Fund, one new full-time position in the Water and Sewer Fund, and one new full-time position in the Stormwater Fund. With assistance from the organizational assessment conducted in 2022, staff has developed a four-year staffing plan to manage the addition of new positions over the next several years. All new positions will bring the total approved full-time positions to 633 and increase personnel costs by \$2,996,407 for FY23-24. A breakdown of the recommended positions with costs is located in the Supplemental Section of the budget document.

*Additional Benefits:* As part of the Town's goal to be an employer of choice, the Town is committed to offering flexible programs and benefits that support holistic wellbeing for employees. In FY23-24, the Town will offer two new benefits and will revise its existing longevity program. The Peak Lifestyle Reimbursement program will provide employees with the flexibility to pursue physical, emotional, and financial wellness with a reimbursement up to \$1,200 per fiscal year. Examples of reimbursable expenses include gym passes and memberships, mindfulness and meditation classes, child care services, and financial counseling sessions. The total estimated cost for the addition of the Peak Lifestyle Reimbursement program for FY23-24 is \$720,00 across all funds. To assist in balancing both a fulfilling work and personal life, the Town will offer 80 hours of paid leave through a new Peak Paid Time Off program in addition to the Town's establish Sick Leave and Vacation Leave programs. The additional paid time off is not eligible for rollover, payout or conversion to any other types of leave. The FY23-24 Recommended Budget includes proposed increases in the two highest tiers of the Town's longevity pay



program which awards employees with additional pay determined by tenure with the Town. Longevity pay for employees will 15-19 years of tenure will increase from \$600 to \$700 and the benefit for 20-years or greater will increase from \$700 to \$1000. The total estimated cost for the change to the longevity pay program for FY23-24 is \$172,400 across all funds, an increase of \$22,200.

## **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, 2023, is \$42.66 million or 44.53 percent of FY23-24 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 \$4,675,000 in FY23-24 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 has a target of 90 days cash on hand for the Electric Fund and Water and Sewer Fund. The Town seeks to ensure both funds are financially stable and contain healthy reserves and is currently working to increase days cash on hand in the Electric Fund over the next three years. The Town of Apex's estimated days cash on hand as of June 30, 2023, for the Electric Fund is 64.6 days (\$8.48 million). The estimated days cash on hand for the Water & Sewer Fund is 482.4 days (\$38.99 million). The FY23-24 Recommended Budget **does** include use of reserves in the Electric Fund (\$1.8 million) and the Water & Sewer Fund (\$4.1 million).

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 2023-2024 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 FY23-24, but we must be mindful of the shifting trends in growth rates. Smaller increases in revenues and increasing costs of service delivery will make budgeting for new programs and projects progressively more difficult. The FY23-24 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 and Performance Management Department, Finance Department, and other Town team members who helped to prepare this budget. I recommend this proposed budget for Fiscal Year 2023-2024 to the Apex Town Council.

Respectfully submitted,

Catherine H. Crosby  
Town Manager



# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PUBLIC HEARING

Meeting Date: June 27, 2023

## Item Details

Presenter(s): Amanda Grogan, Director

Department(s): Budget & Performance Management

### Requested Motion

Public Hearing and possible motion to approve the Fiscal Year 2023-2024/2027-2028 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

- PH3-A1: FY2023-2024/2027-2028 Capital Improvement Plan (CIP)
- PH3-A2: Capital Project Ordinance Amendment 2023-9 - Street Improvement Project Fund
- PH3-A3: Capital Project Ordinance Amendment 2023-10 - Water-Sewer Capital Project Fund
- PH3-A4: Capital Project Ordinance Amendment 2023-11 - Electric Capital Project Fund
- PH3-A5: Capital Project Ordinance Amendment 2023-12 - Recreation Capital Project Fund
- PH3-A6: Capital Project Ordinance Amendment 2023-13 - General Capital Project Fund



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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.

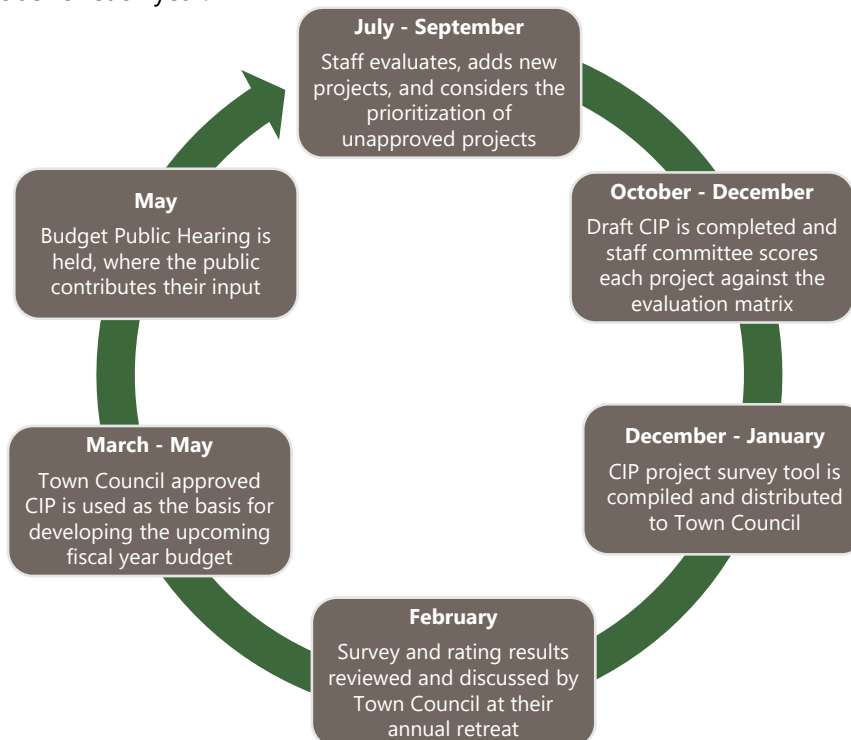
Debt Financing: For debt financing, the Town uses several types of debt mechanisms, including general obligation bonds, revenue bonds, and traditional lease-purchase or installment financing. The mechanism selected varies depending on the level of funding needed, the term of the need, and current debt 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	
<i>* Select all that apply</i>	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:

*A Welcoming Community: Create a safe and welcoming environment fostering community connections and high quality recreational and cultural experiences supporting a sense of belonging.*

*High Performing Government: Deliver exceptional service valuing an engaged workforce with an emphasis on efficiency, collaboration, innovation, and inclusion.*

*Environmental Leadership: Commit to sustaining natural resources and environmental well-being.*

*Responsible Development: Encourage equitable and sustainable development that provides accessibility and connectivity throughout the community.*

*Economic Vitality: Improve and sustain an environment that invites and retains a diversity of residents, employment opportunities, and businesses.*

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: Above Average Score, Above Average Agreement	2: Above Average Score, Below Average Agreement
Environmental Education Center GoApex Transit Program Humie Olive Road at Blazing Trail Traffic Signal (+1) Jessie Drive Phase I and Phase II Justice Heights Street Extension Pleasant Park Baseball & Softball Complex Pristine Water Drive Connector Ragan Road Sidepath Salem Street Downtown Streetscape and Resurfacing South Salem Street Bicycle Connection	Apex Peakway Southeast Connector Beaver Creek Extension Phase I & Phase II Land Purchase for Affordable Housing Tingen Road Pedestrian Bridge Vision Zero - Bike & Pedestrian
3: Below Average Score, Below Average Agreement	4: Below Average Score, Above Average Agreement
Jaycee Park Expansion Production Drive Extension Reedy Branch Greenway Repurpose Depot Parking Lot Station 1 Rebuild Town-Wide Traffic Signal System	Big Branch Greenway Davis Drive at Salem Church Road Realignment Hunter Street Park Renovation KidsTowne Playground Renovation Olive Farm Park Design Vision Zero - Signal Upgrades

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 2<sup>nd</sup> and 3<sup>rd</sup> 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.*

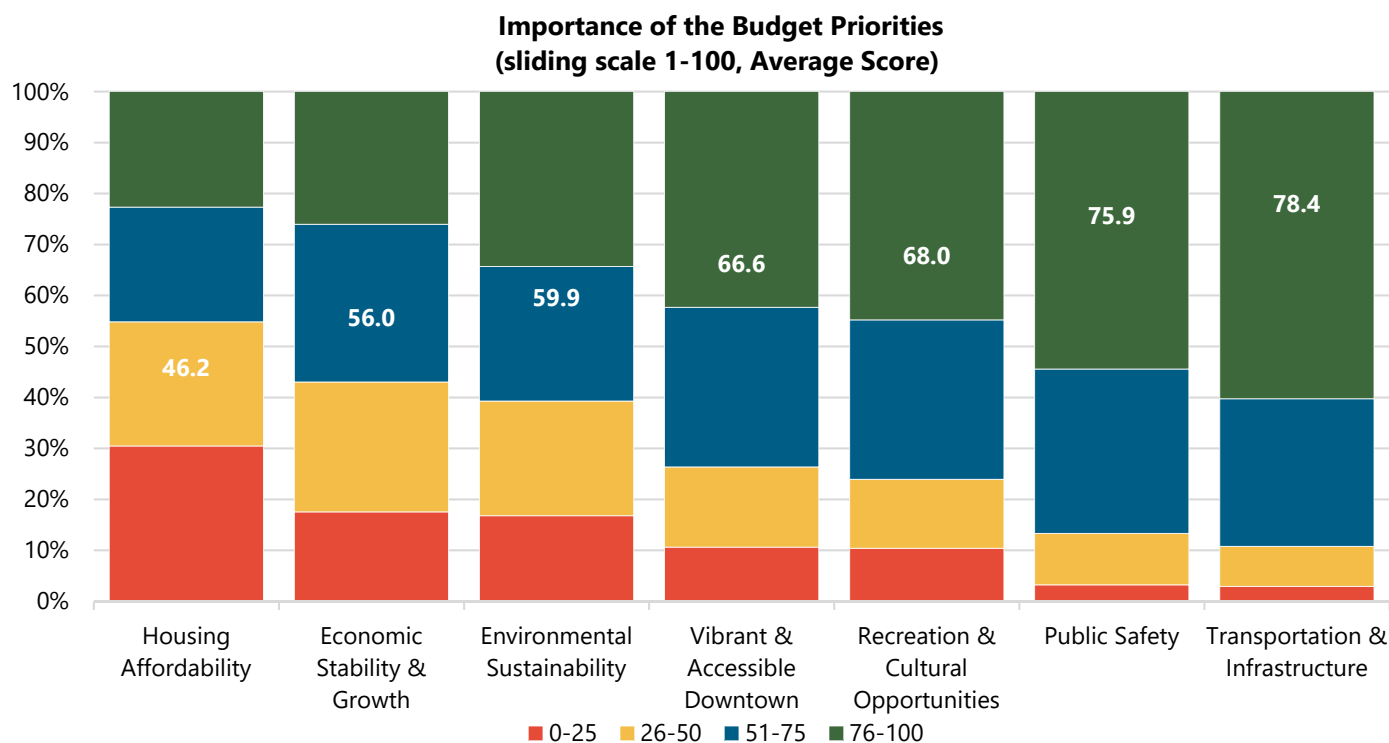
*Public Safety: Resources to support the operations of the three public safety departments within the Town: Fire, Police, and Emergency Communications.*

*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.

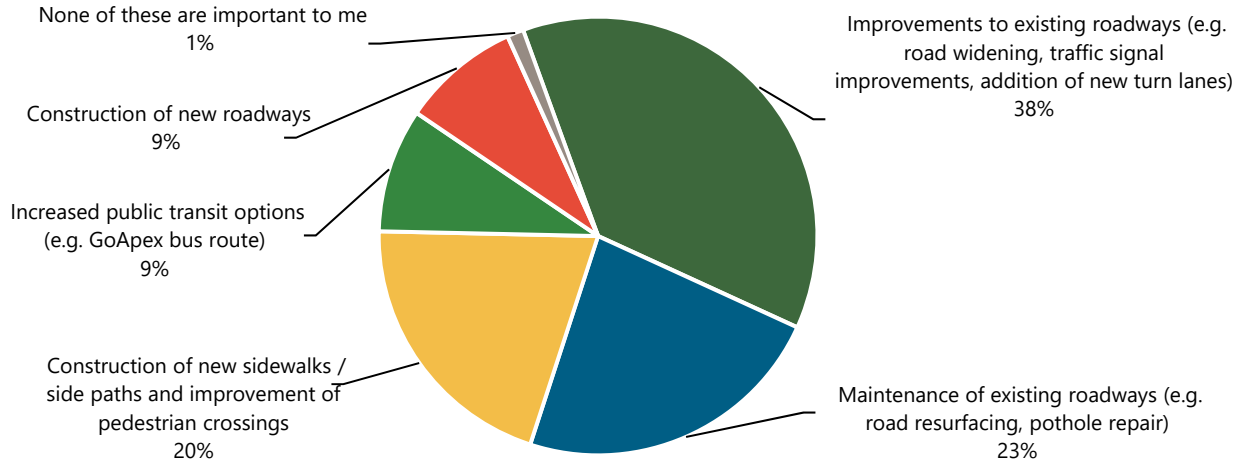
The next section of the survey uses a simple drag-and-drop tool to rank specific initiatives within each category. By moving these items into their preferred order, residents indicate which items within the broader categories they feel are most and least important to fund. Residents are also given the 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.

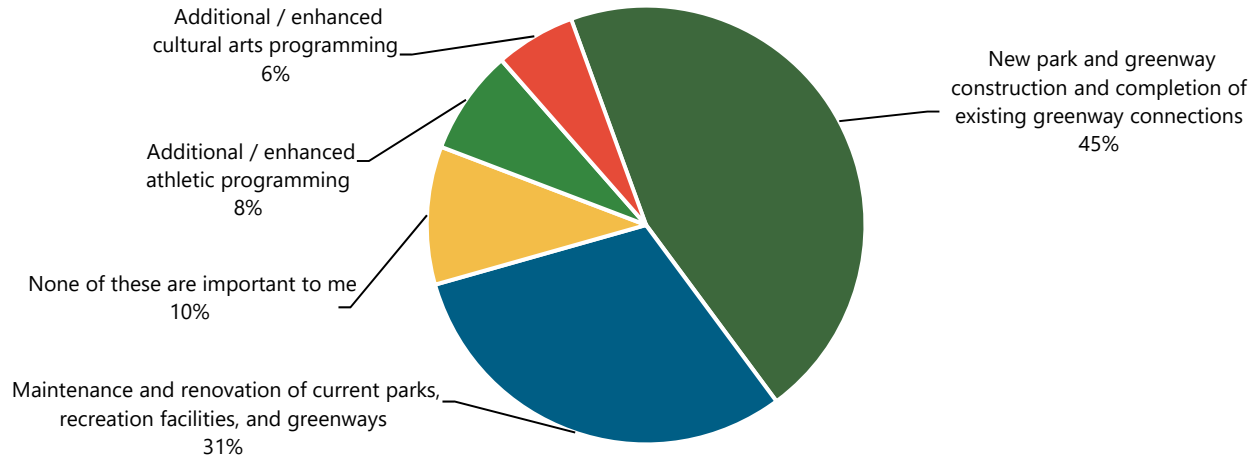


The average rankings for the items within each budgeting category reveals the initiatives residents feel are most important for the Town to address in the FY 23-24 budget. Below is a breakdown of the results within each broad budget category:

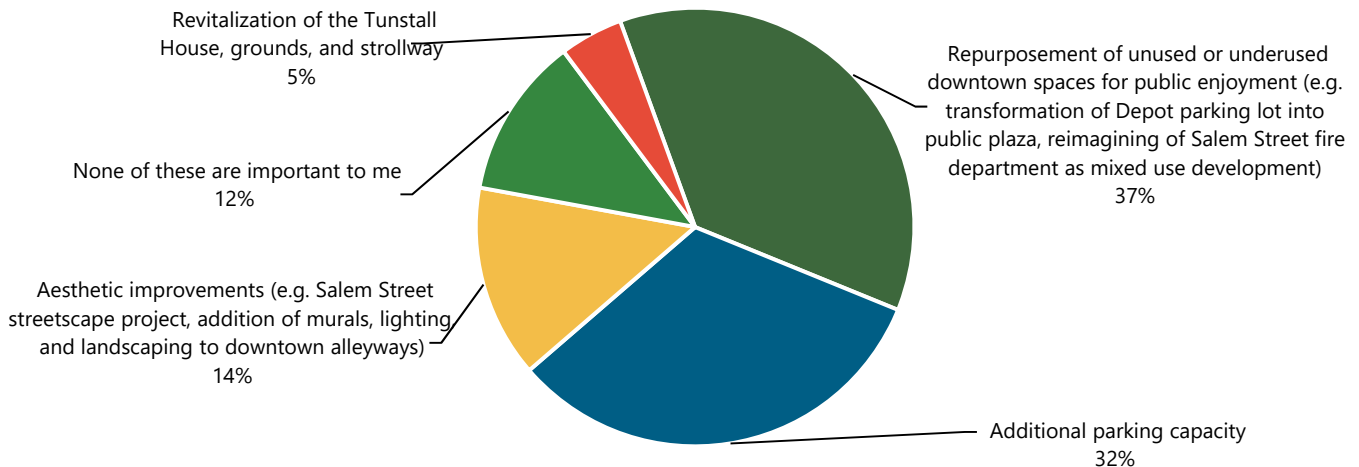
### Transportation & Infrastructure



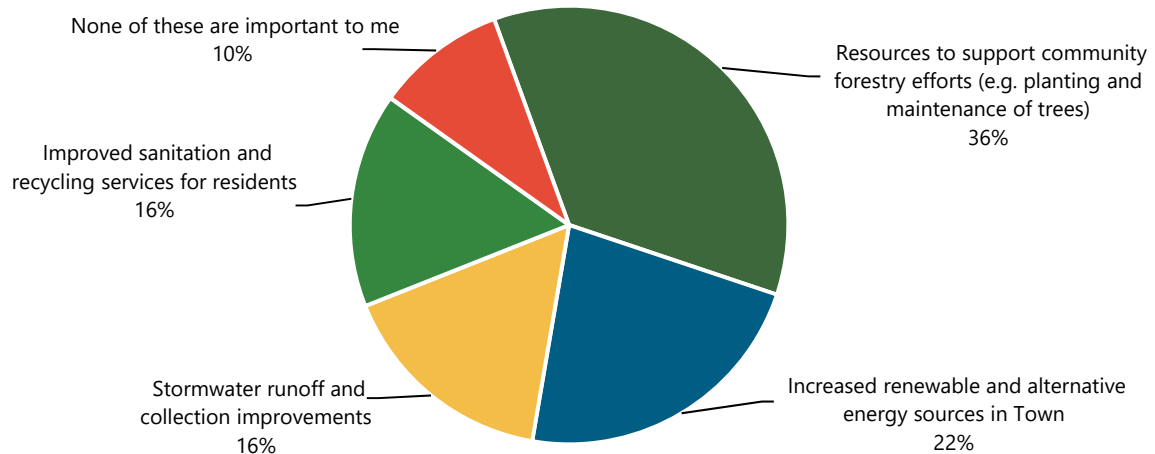
### Recreation & Cultural Opportunities



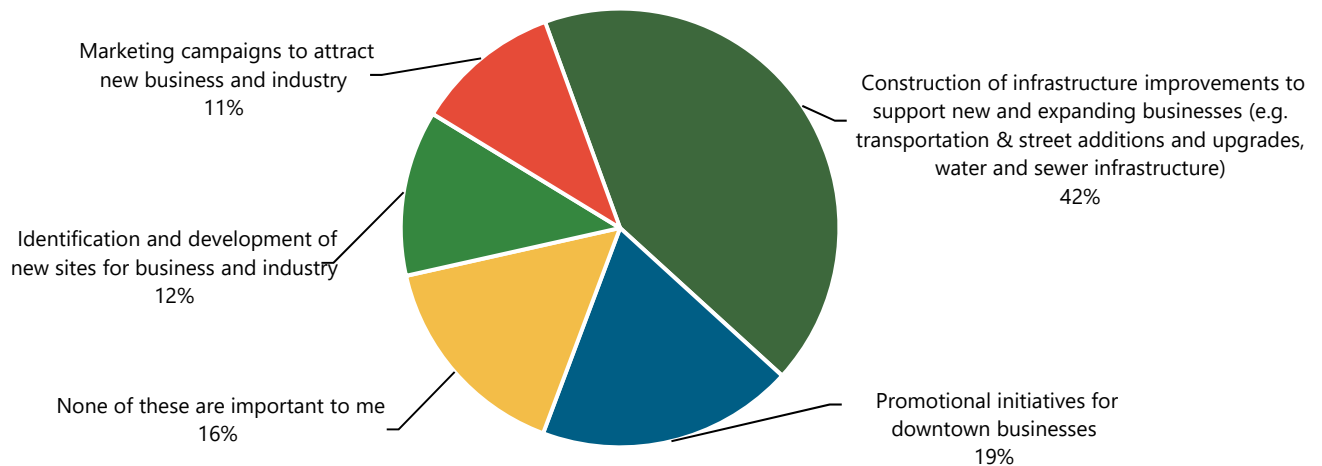
### Vibrant & Accessible Downtown



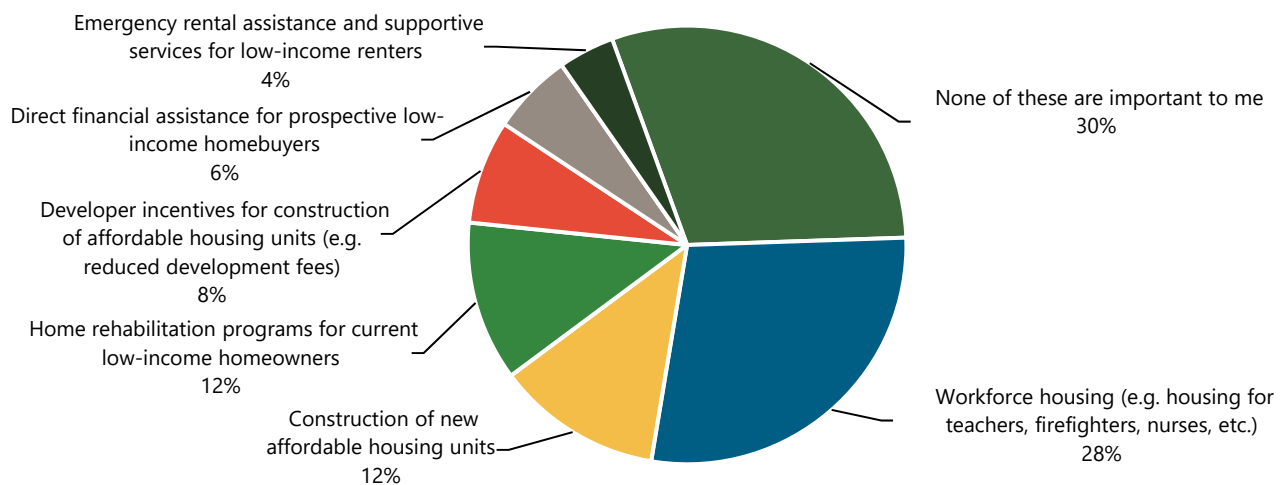
### Environmental Sustainability



### 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 619 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 7 of this document contains detailed information regarding the proposed funding source for each individual project.

Transportation	FY23-24	FY24-25	FY25-26	FY26-27	FY27-28	Future Years	Total Capital Cost
Annual GoApex Transit Improvements	100,000	200,000	200,000	200,000	200,000	200,000	1,100,000
Annual Miscellaneous Road & Sidewalk Improvements	200,000	200,000	200,000	200,000	200,000	200,000	1,200,000
Annual Pavement Management	2,200,000	2,300,000	2,400,000	2,500,000	2,600,000	2,700,000	14,700,000
Felton Grove High School Improvements Cost Share	825,000	825,000	-	-	-	-	1,650,000
Justice Heights Street Extension	750,000	-	-	-	-	-	750,000
Safe Routes to School	1,000,000	2,360,000	2,230,000	2,200,000	905,000	3,510,000	12,205,000
South Salem Street Bicycle Connection	300,000	-	2,100,000	-	-	-	2,400,000
Tingen Road Pedestrian Bridge	500,000	-	-	4,050,000	-	-	4,550,000
Apex Peakway North Widening	-	495,000	5,075,000	-	-	-	5,570,000
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
GoApex Transit Program	-	100,000	690,000	-	-	-	790,000
GPS Emergency Vehicle Preemption	-	160,000	160,000	160,000	-	-	480,000
Jessie Drive Phase I & Phase II	-	1,000,000	8,500,000	-	1,500,000	12,000,000	23,000,000
Jones Street Improvements	-	140,000	-	-	-	-	140,000
Ragan Road Sidepath	-	850,000	-	-	-	-	850,000
Vision Zero - Signal Upgrades	-	300,000	2,000,000	-	-	-	2,300,000
Wayfinding Signage Fabrication & Installation	-	760,000	415,000	-	-	260,000	1,435,000
West Williams Street Sidewalk	-	200,000	750,000	-	-	-	950,000
Old US 1 at Friendship Road Improvements Cost Share	-	-	250,000	-	-	-	250,000
Pavement Management Backlog	-	-	5,000,000	-	-	-	5,000,000
Pristine Water Drive Connector	-	-	500,000	3,000,000	-	-	3,500,000
Salem Street Downtown Streetscape, Gathering Space, & Alleys	-	-	4,520,000	-	2,100,000	-	6,620,000
Davis Drive at Salem Church Road Realignment	-	-	-	200,000	500,000	7,000,000	7,700,000
Technology Drive Enhancements Cost Share	-	-	-	2,000,000	-	-	2,000,000
Vision Zero - Bike & Pedestrian	-	-	-	600,000	400,000	2,000,000	3,000,000
Production Drive Extension	-	-	-	-	300,000	2,000,000	2,300,000
US 64 Sidewalk & Enhancement Cost Share (U-5301)	-	-	-	-	2,000,000	-	2,000,000
Apex Peakway Southeast Connector	-	-	-	-	-	18,885,000	18,885,000
NC 55 Sidewalk & Enhancement Cost Share (U-2901)	-	-	-	-	-	2,000,000	2,000,000
Ten Ten Road/Center Street Sidewalk & Enhancement Cost Share (U-5825)	-	-	-	-	-	2,000,000	2,000,000
Town-Wide Traffic Signal System	-	-	-	-	-	6,800,000	6,800,000
<b>Element Total</b>	<b>5,875,000</b>	<b>\$10,180,000</b>	<b>\$34,990,000</b>	<b>\$17,175,000</b>	<b>\$10,705,000</b>	<b>\$59,555,000</b>	<b>\$138,480,000</b>



## Continuous Projects

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### Annual GoApex Transit Improvements

\$100,000+

Annually

Annual allocation to enhance bus stop amenities (shelters, benches, trash cans, bike racks, lighting, signage, informational materials, etc.) and improve accessibility and safety (increased bicycle and pedestrian infrastructure, lighting, crosswalks, bus pullouts, bumpouts, etc.) for current and potential future GoApex service and potential overlap areas with regional transit service, such as GoCary and GoTriangle.

### Annual Miscellaneous Road & Sidewalk Improvements

\$200,000

Annually

This ongoing program addresses various deficiencies throughout Apex's municipal street system with accessible ramps and crosswalks, sidewalk maintenance, 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

\$2,200,000+

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 2023-24

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### Felton Grove High School Improvements Cost Share

\$1,625,000

Two-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.

### Justice Heights Street Extension

\$750,000

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.

### Safe Routes to School

\$12,205,000

Six-year Total

These projects 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, Apex Middle, 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.

South Salem Street Bicycle Connection

(Downtown to Pleasant Park)

\$2,400,000  
Two-year Total

This project includes sharrows along Salem Street from Apex Peakway to Hunter Street. Bike lanes along S Salem Street from Pleasant Park to Apex Peakway. 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.

Tingen Road Pedestrian Bridge

\$4,550,000  
Two-year Total

This project includes 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.

FY 2024-25

Apex Peakway North Widening

(Center Street to Old Raleigh Road)

\$5,570,000  
Two-year Total

This project widens existing Apex Peakway from a two-lane median-divided road to a four-lane median-divided road. Peak hour traffic exceeds capacity of the existing roadway so this widening will reduce queue lengths and delays. Without it, the road will continue to experience longer delays, making access difficult for commuters and emergency vehicles and causing more drivers to divert to other local routes, increasing congestion elsewhere. Until the state TIP widens Center Street/Ten Ten Road beginning in 2029 as currently programmed, this project may still not address backups at Center Street. However, this widening should be constructed prior to or during the Peakway Southeast Extension project, regardless of the state's schedule for widening Center Street.

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. 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. 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.



## 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 2022. 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.

## GPS Emergency Vehicle Preemption

**\$480,000**  
Three-year Total

This project includes installing GPS preempt at 10 traffic 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 preemption for multiple directions of traffic flow along major routes would not be realized. Existing infrared preemption is only available for certain directions at four signals town-wide and Apex Fire Department no longer has infrared emitters.

## Jessie Drive Phase I & Phase II

**\$23,000,000**  
Four-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. 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.

## Jones Street Improvements

**\$140,000**

This project includes adding curb along both sides of Jones Street, sidewalk on one side, and grading the ditch along Holleman St. This is intended to meet or exceed 20' minimum street width based on the Fire Code, provide a new pedestrian route from W Chatham St to Holleman St, and capture and direct storm water into the public system, addressing drainage complaints. Without the project, the roadway will continue to fall below current minimum standards for vehicles and pedestrians and neighbors will continue to receive stormwater runoff from the roadway through their property.

## Ragan Road Sidepath

**\$850,000**

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.

## Vision Zero - Signal Upgrades

**\$2,300,000**  
Two-year Total

This project will implement safety upgrades to the top five high injury network intersection priorities, currently: 1) US 1 SB off ramp at NC 55, 2) US 64 EB ramps at NC 55, 3) Lufkin Rd at NC 55, 4) Vision Dr at NC 55, and 5) Beaver Creek Commons Dr/Pemberton Hill Dr at NC 55. Without improving these locations, the goals of the Vision Zero program are unlikely to be met and we will not be able to significantly reduce the potential for serious injuries and fatalities for the most hazardous intersections.

## Wayfinding Signage Fabrication & Installation

**\$1,435,000**  
Two-year Total

This project includes fabrication and installation of Wayfinding signage throughout Town. Sign types include parking directional, vehicular directional, pedestrian directional, destination identification, gateway signage, and bicycle 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.

### West Williams Street Sidewalk

**\$950,000**

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% 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**

### Old US 1 at Friendship Road Improvements Cost Share

**\$250,000**

This project would contribute funds toward construction of a 150' northbound left turn lane. Until the ballfields are funded for construction, this project would not be required as a condition of the Town's project. However, a westbound left turn lane is planned for construction in 2026 as part of the Friendship Innovation Park south of US 1.

### 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. The total estimated backlog was over \$12M based on our consultants last PCS. The last \$5M bond caught us up some and this PWT item will get us closely to eliminating backlog.

### Pristine Water Drive Connector

**\$3,500,000**

(Pristine Water Drive to Lufkin Road)

Two-year Total

This project would extend a collector street from Burma Drive to Lufkin Road. Construct 700 feet of minor collector 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.

### Salem Street Downtown Streetscape, Gathering Space, & Alleys

**\$6,620,000**

Two-year Total

This project includes in the order of funding below: Cost overrun for Saunders Lot plus the curbless Salem Streetscape with 10 on-street spaces and street trees, plus Saunders St gathering space, and improvements to Commerce, Seaboard, and The Peak Alley based on the schematic designs approved by Town Council in 2021. Construction plans underway for approval in 2023. Property acquisition is combined for the streetscape and alleys in the first year, with most of those funds required for the alleys.



## FY 2026-27

### 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.

### Technology Drive Enhancements Cost Share

**\$2,000,000**

This project will improve NC 55 (East Williams Street) at Technology Drive. The project termini have not been finalized, but improvements may extend from Sunset Lake Road to the future Jessie Drive connection. While the project purpose is to address traffic capacity and mobility needs, some bicycle and pedestrian enhancements are also anticipated. The proposed cost share is for enhancements the Town desires above and beyond what would be funded by NCDOT and CAMPO. These enhancements will be determined through the design and public engagement process. Possible examples may include, additional bicycle and pedestrian facilities, including crossing opportunities; safety enhancements consistent with Vision Zero recommendations; and landscaping.

### Vision Zero – Bike & Pedestrian

**\$3,000,000**

Three-year Total

The project will implement countermeasures for 12 locations throughout Apex to improve infrastructure where severe or fatal bicycle or pedestrian crashes have occurred. These locations are based on the bicycle and pedestrian crash data for 2015 – 2020 that was consolidated and analyzed as part of the Vision Zero Action Plan and were identified as roadway segments and intersections where severe or fatal bicycle or pedestrian crashes have occurred and are distributed across Apex along both thoroughfares and local streets. The Town will conduct an updated safety analysis for each of 12 locations to evaluate whether infrastructure improvements are needed.

## FY 2027-28

### Production Drive Extension

**\$2,300,000**

Two-year Total

This project would extend Production Drive from Pristine Water Drive to future Jessie Drive for a distance of approximately 1,100 feet. 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.

### 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.





## Horizon

### Apex Peakway Southeast Connector

\$18,885,000

(NC 55 to Center Street)

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.

### 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.

### Ten Ten Road/Center Street Sidewalk & Enhancement Cost Share (U5825)

\$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 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.

### Town-Wide Traffic Signal System

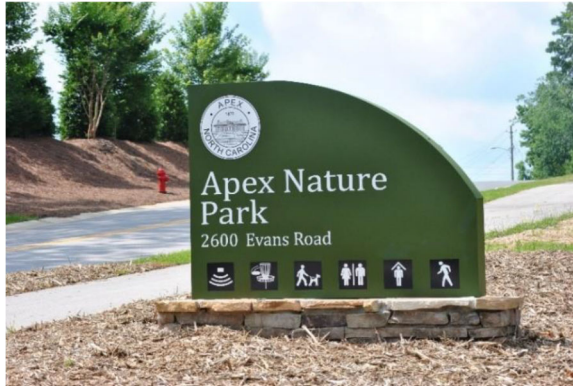
\$6,800,000

The project will address traffic signals town-wide by designing and installing the infrastructure needed to monitor and control traffic signals throughout Apex in a centralized system and support a future regional traffic signal system. Traffic signals in Apex are mostly either in the Town of Cary Signal System or controlled by NCDOT, and Apex has limited maintenance responsibilities in a few locations. New signals on town-maintained roads will become the responsibility of Apex. There is also an increasing level of service and safety benefit for Apex to monitor and maintain connected traffic signals. These benefits will increase as locally-maintained roadway mileage and pedestrian facilities are expanded and connected, and transit routes and use increase.



## 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 7 of this document contains detailed information regarding the proposed funding source for each individual project.

Parks, Recreation, & Cultural Resources	FY23-24	FY24-25	FY25-26	FY26-27	FY27-28	Future Years	Total Capital Cost
Annual Misc Greenway Connections	300,000	300,000	300,000	300,000	300,000	300,000	1,800,000
ACP Street Hockey Partnership Project	250,000	-	-	-	-	-	250,000
Environmental Education Center	300,000	-	3,650,000	-	-	-	3,950,000
Track Out Camp Program Buses	240,000	-	-	-	-	-	240,000
West Street Park Improvements	1,650,000	-	-	-	-	-	1,650,000
KidsTowne Playground Renovation	-	-	150,000	-	2,000,000	-	2,150,000
Seymour Athletic Fields/Nature Park Parking Expansion	-	-	120,000	1,080,000	-	-	1,200,000
Wimberly Road Park Design	-	-	500,000	-	-	30,250,000	30,750,000
Big Branch Greenway	-	-	-	300,000	150,000	8,000,000	8,450,000
Beaver Creek Greenway Extension	-	-	-	-	1,000,000	13,031,000	14,031,000
Hunter St Park Renovation	-	-	-	-	675,000	-	675,000
Jaycee Park Expansion	-	-	-	-	150,000	1,500,000	1,650,000
Olive Farm Park Design	-	-	-	-	300,000	25,000,000	25,300,000
Reedy Branch Greenway	-	-	-	-	300,000	3,000,000	3,300,000
Apex Community Park Parking Lot Expansion	-	-	-	-	-	700,000	700,000
Middle Creek Greenway (Gladstone north to Center Street/SR1010)	-	-	-	-	-	4,600,000	4,600,000
Pleasant Park Baseball & Softball Complex	-	-	-	-	-	12,300,000	12,300,000
<b>Element Total</b>	<b>\$2,740,000</b>	<b>\$300,000</b>	<b>\$4,720,000</b>	<b>\$1,680,000</b>	<b>\$4,875,000</b>	<b>\$98,681,000</b>	<b>\$112,996,000</b>





## Continuous Projects

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### 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 2023-24

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### ACP Street Hockey Partnership Project

\$250,000

In partnership with the NHL Carolina Hurricanes, develop 2 street hockey courts (multifunctional courts - including Futsal and Basketball) in the fenced field space. This programmable space will be utilized to introduce street hockey to the community and provide access to underserved and vulnerable populations through events with the Boys and Girls Club, Miracle League and Town Specialized Recreation programming.

### Environmental Education Center

\$3,950,000

Two-year Total

The Nature and Environmental Education facility was part of the initial Master Plan for the Nature Park site. The intent is to utilize this facility as a headquarters for the operation of the park and to provide on-site staff 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.

### Track Out Camp Program Buses

\$240,000

These buses are required in order to launch the Track Out Camp Program in order to transport campers to various activity locations throughout the Town of Apex.

### West Street Park Improvements

\$1,650,000

Requested as part of the PRGOS Master Plan update Community Input Event, this needs list was developed through community engagement. Renovation of park available upon installation of sanitary sewer to provide a shelter with restrooms. Re-development includes accessible route through park, expanded and full-size basketball court, lighted if possible, inclusive and multigenerational amenities such as outdoor game tables and swings along with other improvements. Focus on protecting existing large canopy trees and addressing erosion and slopes issues along with stream bank management.

## FY 2025-26

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### KidsTowne Playground Renovation

\$2,150,000

Two-year Total

This treated lumber, community-built playground is now 22 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 replacement with new.

### Seymour Athletic Fields/Nature Park Parking Lot Expansion

\$1,200,000

Two-year Total

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. The PRGOS Master Plan update identified the need for



additional parking along with additional maintenance facility space. This project 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.

## Wimberly Road Park Design

**\$30,750,000**

Two-year Total

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 needs of community. 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.

## FY 2026-27

### 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 2027-28

### Beaver Creek Greenway Extension

**\$14,531,000**

Two-year Total

Phase I of this project will extend Beaver Creek greenway from Nature Park to Arcadia West and Buckhorn Preserve. Phase II of this project will extend Beaver Creek greenway from Jaycee Park under Highway 55 as a grade separated crossing.

### Hunter Street Park Renovation

**\$675,000**

This project includes the replacement of the turf field at Hunter Street Park from 2016 due to use. Turf fields are intended to provide play for approximately 10 years. This particular field was the Town's first synthetic turf field and the demand for field space through Town programs, school agreements and outside organization rental have this field being utilized daily for many hours. Even with grooming and routine maintenance and repair, the carpet fibers deteriorate and seams wear out. This renovation will result in 10+/- years of all-weather field use.

### 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 with restroom, playground, pickleball, and additional parking serving multiple neighborhoods within walking distance of the park. This will also connect to the Beaver Creek Greenway and existing Jaycee Park amenities.

### Olive Farm Park Design

**\$25,300,000**

Two-year Total

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 needs of community. Early responses from public input indicate the possibility of a recreation center, open play space, active and passive recreation with significant environmental components.



**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 to the American Tobacco Trail.

**Horizon**

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**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 Jessie Drive, through the Cash Corporate site, to Lufkin Road Middle School terminating at Center Street/SR1010.

**Pleasant Park Baseball & Softball Complex**

**\$12,300,000**

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.



## 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 7 of this document contains detailed information regarding the proposed funding source for each individual project.

Public Safety	FY23-24	FY24-25	FY25-26	FY26-27	FY27-28	Future Years	Total Capital Cost
Engine 32 Replacement	900,000	-	-	-	-	-	900,000
Fire Radio Replacement	150,000	150,000	150,000	150,000	150,000	150,000	900,000
Self-Contained Breathing Apparatus Replacement	250,000	250,000	250,000	250,000	250,000	710,000	1,960,000
Driving Simulator	-	298,000	-	-	-	-	298,000
Police Radio Replacement	-	610,000	610,000	635,000	-	-	1,855,000
Fire Pumper for Olive Farm Station	-	-	-	-	-	825,000	825,000
Fire Pumper for Station 38	-	-	-	-	-	825,000	825,000
Rescue Retrieval Van	-	-	-	-	-	194,000	194,000
<b>Element Total</b>	<b>\$1,300,000</b>	<b>\$1,308,000</b>	<b>\$1,010,000</b>	<b>\$1,035,000</b>	<b>\$400,000</b>	<b>\$2,704,000</b>	<b>\$7,757,000</b>



## FY 2023-24

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### Engine 32 Replacement

\$900,000

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.

### Fire Radio Replacement

\$900,000

Six-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.

### Self-Contained Breathing Apparatus Replacement

\$1,960,000

Six-year Total

This project will replace 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

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### Driving Simulator

\$298,000

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 staff will encounter during the simulation and integrate a number of challenges into the course. The life expectancy for a quality simulator is projected to be a minimum of 10 years, based on continued maintenance and proper use.

### Police Radio Replacement

\$1,855,000

Three-year Total

This project will replace all mobile and portable radios in the police department. Our current radios will be at end-of-life in two years and the cost of repairing them will exceed the cost of the device. Our replacement schedule is over the course of three-years and will allow us to replace the radios as their warranties expire. The schedule is to replace 41 portables & 33 mobiles in FY24 & FY25 and 43 portable and 34 mobiles in FY26.

## Horizon

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### 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 38

\$825,000

This fire pumper will be needed for the fire station 38 in order to provide service to Apex's western areas, including annexations into Chatham County.

## Rescue Retrieval Van

\$194,000

Currently, we have extremely limited access to a ruggedized rescue retrieval vehicle with the capabilities to move citizens away from hostile environments safely and efficiently. Purchasing this vehicle will provide a vital resource and enhances the Apex Police Department's ability to respond to a victim rescue situation, and safely insert police officers into a critical incident. The vehicle would support all facets of public safety to include Fire, Police, & Medic responses for these often rapidly evolving events. The ruggedized transit van enhances our ability to support hostage rescue scenarios in a manner that is safer for innocent civilians and police officers. Since this vehicle is inconspicuous, it is an ideal choice for our department and would primarily serve in the role of rescue/medical transport and police response to a hostile environment.





## 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 7 of this document contains detailed information regarding the proposed funding source for each individual project.

Public Facilities	FY23-24	FY24-25	FY25-26	FY26-27	FY27-28	Future Years	Total Capital Cost
Eva Perry Library Improvements	200,000	-	-	-	-	-	200,000
Tunstall House Restoration	1,800,000	-	-	-	-	-	1,800,000
Mechanical (HVAC/Chiller) Upgrades to Town Facilities	-	125,000	-	-	-	-	125,000
Public Works Operations Building Renovations	-	870,000	-	-	-	-	870,000
Station 1 Rebuild	-	500,000	-	4,750,000	-	-	5,250,000
Town Hall Remodel	-	900,000	900,000	900,000	-	-	2,700,000
Vehicle Storage Shed & Brine Building	-	23,500	235,500	-	-	-	259,000
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	-	-	-	-	-	3,150,000	3,150,000
Fire Station 7 (Olive Farm Area)	-	-	-	-	-	6,800,000	6,800,000
Fleet Fluid Pumps/Reclamation	-	-	-	-	-	100,000	100,000
Land Purchase for Affordable Housing	-	-	-	-	-	500,000	500,000
Police Department Addition/Renovation	-	-	-	-	-	6,600,000	6,600,000
Public Safety Station 8	-	-	-	-	-	8,550,000	8,550,000
<b>Element Total</b>	<b>\$2,000,000</b>	<b>\$2,418,500</b>	<b>\$1,520,500</b>	<b>\$5,815,000</b>	<b>\$250,000</b>	<b>\$27,700,000</b>	<b>\$39,704,000</b>



## **FY 2023-24**

### **Eva Perry Library Improvements**

**\$200,000**

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 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.

### **Tunstall House Restoration**

**\$1,800,000**

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. The building will maximize its use by utilizing the two rooms of the original structure as public-facing meeting spaces, and utilizing the additions as well as the second floor for Town office space. This will create a more flexible space that can be used by both groups simultaneously.

## **FY 2024-25**

### **Mechanical (HVAC/Chiller) Upgrades to Town Facilities**

**\$125,000**

This project includes the replacement of old inefficient R22A HVAC/chiller units to R410 in the Halle Cultural Arts Center 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.

### **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.

### **Station 1 Rebuild**

**\$5,250,000**

Two-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 continue to house Rescue 33. Incorporation of some type of public "museum space" featuring the Hunter fire apparatus is also planned for this location.

### **Town Hall Remodel**

**\$2,700,000**

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.





## 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 2025-26**

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## Town Campus & Public Works Parking Lot Resurfacing

**\$550,000**  
Two-year Total

This project is for the reconstruction of the Town Campus in the first year and Public Works Campus in the second year to include asphalt pavement and remarking.

### **FY 2027-28**

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## 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**

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## Fire Department Administration Building

**\$3,150,000**

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 7

**\$6,800,000**

(Olive Farm Area)

Fire Station 7 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 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

\$6,600,000

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 8

\$8,550,000

Public Safety Station 8 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 7 of this document contains detailed information regarding the proposed funding source for each individual project.

Public Works & Environmental Services	FY23-24	FY24-25	FY25-26	FY26-27	FY27-28	Future Years	Total Capital Cost
Grapple Truck - Replacement	235,000	-	-	-	-	-	235,000
Fleet Services Field Response Truck - Replacement	-	225,000	-	-	-	-	225,000
Leaf Truck - Addition	-	280,000	-	288,000	-	-	568,000
Leaf Truck - Replacement	-	-	285,000	-	290,000	-	575,000
Right of Way Mowing Tractor - Replacement	-	-	140,000	-	-	-	140,000
Rear Loader - Addition	-	-	-	235,000	-	-	235,000
Tandem Semi Tractor w/ Wet Line	-	-	-	-	180,000	-	180,000
Dump Truck - Replacement	-	-	-	-	-	185,000	185,000
<b>Element Total</b>	<b>\$235,000</b>	<b>\$505,000</b>	<b>\$425,000</b>	<b>\$523,000</b>	<b>\$470,000</b>	<b>\$185,000</b>	<b>\$2,343,000</b>



#### **FY 2023-24**

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##### **Grapple Truck – Replacement** **\$235,000**

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.

#### **FY 2024-25**

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##### **Fleet Services Field Response Truck – Replacement** **\$225,000**

This project is required as the existing crane is not safe and existing welder and air compressor are broken. This project will replace a pickup truck (Unit #61) in the Town's current fleet that will be 17 years old with over 50,000 miles at the time of replacement.

##### **Leaf Truck – Addition** **\$280,000**

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. This truck will be placed in service as a motor pool vehicle to support removal of leaves along curb & gutter lines and assist with removal of light debris along catch basins.

#### **FY 2025-26**

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##### **Leaf Truck – Replacement** **\$285,000**

This project will replace a leaf truck (Unit #212) in the Town's current fleet that will be 8 years old with over 75,000 miles at the time of replacement.

##### **Right of Way Mowing Tractor – Replacement** **\$140,000**

This project will replace a right of way mower (Unit #556) in the Town's current fleet that will be 24 years old with over 1,672 hours of use at the time of replacement.

#### **FY 2026-27**

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##### **Leaf Truck – Addition** **\$288,000**

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. This truck will be placed in service as a motor pool vehicle to support removal of leaves along curb & gutter lines and assist with removal of light debris along catch basins.

##### **Rear Loader Truck – Addition** **\$235,000**

This project is recommended for small pile collection currently utilized by manual collection with F-450 dump trucks with no compaction. Additionally, the truck can support desire to utilize chippers less for safety and noise reasons. The Yard Waste refuse truck is needed in order to facilitate potential Yard Waste Cart program for approximately 500 residents along Salem Street, thus keeping debris out of the storm drains and debris off the street along a highly visible corridor in the downtown area.



## **FY 2027-28**

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Tandem Semi Tractor – Addition	\$180,000
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The addition of a Class 8 semi-truck trailer will be used to pull heavy equipment trailer and Solid Waste walking floor trailer utilized to transport yard waste debris.

Leaf Truck – Replacement	\$290,000
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This project will replace a leaf truck (Unit #108) in the Town's current fleet that will be 10 years old with over 85,000 miles at the time of replacement.

## **Horizon**

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Dump Truck – Replacement	\$185,000
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This project will replace a tandem dump truck (Unit #62) in the town's fleet that will be 20 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	FY23-24	FY24-25	FY25-26	FY26-27	FY27-28	Future Years	Total Capital Cost
Transportation	5,875,000	10,180,000	34,990,000	17,175,000	10,705,000	59,555,000	138,480,000
Parks, Recreation, & Cultural Resources	2,740,000	300,000	4,720,000	1,680,000	4,875,000	98,681,000	112,996,000
Public Facilities	2,000,000	2,418,500	1,520,500	5,815,000	250,000	27,700,000	39,704,000
Public Safety	1,300,000	1,308,000	1,010,000	1,035,000	400,000	2,704,000	7,757,000
Public Works & Environmental Services	235,000	505,000	425,000	523,000	470,000	185,000	2,343,000
	<b>\$12,150,000</b>	<b>\$14,711,500</b>	<b>\$42,665,500</b>	<b>\$26,228,000</b>	<b>\$16,700,000</b>	<b>188,825,000</b>	<b>\$301,280,000</b>
Revenues	FY23-24	FY24-25	FY25-26	FY26-27	FY27-28	Future Years	Total
General Fund / Capital Outlay	5,325,000	9,711,300	11,400,500	13,791,000	12,904,000	24,500,000	77,631,800
General Obligation Bonds	-	-	20,735,000	4,265,000	-	123,000,000	148,000,000
Grants	2,250,000	1,175,200	3,430,000	100,000	100,000	1,900,000	8,955,200
Installment Purchase / Capital Lease	1,375,000	-	3,650,000	4,500,000	-	25,100,000	34,625,000
Designated Capital Funds	1,400,000	1,970,000	1,544,000	1,605,000	1,670,000	12,235,000	20,424,000
Intergovernmental Funds	1,800,000	1,855,000	1,906,000	1,967,000	2,026,000	2,090,000	11,644,000
	<b>\$12,150,000</b>	<b>\$14,711,500</b>	<b>\$42,665,500</b>	<b>\$26,228,000</b>	<b>\$16,700,000</b>	<b>188,825,000</b>	<b>\$301,280,000</b>

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 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 and chiller 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, and dump trucks 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 a 7.8 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 6.09 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 FY23-24. For projects subject to financing in FY23-24, 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 FY24-25. 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 FY23-24 is .78 percent. The ratio for FY23-24 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 .78 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, 2023 audited valuation is \$952,402,051. The CIP includes a maximum debt obligation of \$108,751,092 in FY26-27.

**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 78.39 percent in FY23-24. The lowest ratio of 69.06 in FY26-27 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 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 FY23-24, 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	FY22-23	FY23-24	FY24-25	FY25-26	FY26-27	FY27-28
GO Bond Debt	\$59,950,000	\$78,235,000	\$74,520,000	\$90,330,000	\$89,670,000	\$84,950,000
Installment Purchase & Lease Debt	\$18,431,931	\$18,026,138	\$16,255,345	\$17,254,511	\$19,081,092	\$16,147,653
<b>Total Net Debt Obligations</b>	<b>\$78,381,931</b>	<b>\$96,261,138</b>	<b>\$90,775,345</b>	<b>\$107,584,511</b>	<b>\$108,751,092</b>	<b>\$101,097,653</b>
Debt Service						
GO Bond Principal	\$3,715,000	\$4,925,000	\$4,925,000	\$4,720,000	\$5,975,000	\$5,980,000
GO Bond Interest	\$1,970,757	\$2,740,607	\$2,549,807	\$2,358,706	\$3,535,457	\$3,269,206
<i>Total GO Bond Debt Service</i>	<i>\$5,685,757</i>	<i>\$7,665,607</i>	<i>\$7,474,807</i>	<i>\$7,078,706</i>	<i>\$9,510,457</i>	<i>\$9,249,206</i>
IP & Lease Principal	\$1,780,793	\$1,770,793	\$2,650,834	\$2,673,419	\$2,933,440	\$2,446,752
IP & Lease Interest	\$331,069	\$297,423	\$346,407	\$281,510	\$671,733	\$618,257
<i>Total IP Debt Service</i>	<i>\$2,111,862</i>	<i>\$2,068,216</i>	<i>\$2,997,241</i>	<i>\$2,954,929</i>	<i>\$3,605,173</i>	<i>\$3,065,009</i>
<b>Total GF Debt Service</b>	<b>\$7,797,619</b>	<b>\$9,733,823</b>	<b>\$10,472,048</b>	<b>\$10,033,635</b>	<b>\$13,115,630</b>	<b>\$12,314,215</b>

General Fund Debt Ratios & Fiscal Indicators	FY22-23	FY23-24	FY24-25	FY25-26	FY26-27	FY27-28
Fund Balance	\$41,074,101	\$36,499,101	\$33,115,203	\$31,182,322	\$26,403,057	\$23,818,725
Fund Balance Percentage	38.29%	35.81%	29.07%	25.44%	19.41%	16.66%
Impact on Capital Designated Funds	\$0	\$1,400,000	\$1,970,000	\$1,544,000	\$1,605,000	\$1,670,000
Impact on Operating Budget	\$0	\$0	\$0	\$0	\$0	\$0
Revenue per Capita	\$1,539.41	\$1,256	\$1,263	\$1,279	\$1,291	\$1,281
% Property Tax Revenue	38.76%	48.83%	53.50%	53.99%	54.33%	53.88%
10-year Principal Payout (>55%)	72.47%	78.39%	84.45%	70.45%	69.06%	73.24%
Net Debt per Assessed Valuation (<2.5%)	0.658%	0.778%	0.638%	0.713%	0.679%	0.595%
Net Debt Service to Expenditures Less Transfers-in (<12%)	8.45%	10.00%	9.19%	8.19%	9.64%	8.61%
PAYGO Percent	0.00%	88.68%	100.00%	42.85%	66.58%	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 consider substantial increases or decreases in revenues from other sources such as sales tax or service fees.

The FY23-24 Recommended Budget includes a tax rate of \$0.44, which includes a \$.03 increase. Wake County will undergo another revaluation in 2024 and the projections for FY24-25 indicate a revenue-neutral tax rate of \$.406. 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 FY23-24 with potential shortfalls ranging from \$1.93 million in FY25-26 to \$4.77 million in FY26-27. 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 \$78.92 million in transportation projects over the next five years, including \$6.62 million for downtown projects, and identifies another \$59.55 million in projects on the horizon. Transportation projects include eighteen projects with cost estimates exceeding one million dollars over the next five years. The CIP programs five of these large projects for FY25-26 to correspond with bond sales from the November 2021 bond referendum, which funds \$20.73 million for five of the projects. Overall, the CIP includes debt service for general obligation bonds to cover \$42 million in transportation projects – \$17 million of which was reflected in FY22-23 and \$25 million reflected in FY25-26. The impact model does include a tax rate increase to accompany the proposed general obligation debt. The proposed bond plan includes the final tax rate increase for this bond of \$.016 in FY26-27 to cover the annual debt service. Significant parks and recreation projects include an environmental education center (\$3.95 million), Seymour Athletic Fields/Nature Park parking lot expansion (\$1.2 million), and maintenance and renovations at KidsTowne Playground (\$2.15 million). These parks and recreation projects currently do not have funding identified beyond typical General Fund revenues.

After a decrease in capital expenditures in the FY22-23 Adopted Budget to 9.03 percent, Town Council asked staff to provide a plan to return capital expenditures to the historical average of 12.0 percent of the General Fund budget over the next few years. Capital expenditures represent 10.05 percent of the FY23-24 Recommended General Fund Budget. The five-year tax rate assessment table below includes the recommended rates and indicates the change in tax rate needed to account for the remaining 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 the recommended plan that would return capital expenditures to around 12.0 percent by FY25-26. The "zero-balance" tax rate line reflects the tax rate adjusted to generate revenue 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 \$.021 in future years to ensure a balanced budget and maintain sufficient reserves, including \$.016 required in FY25-26 for debt service for the 2021 Transportation Bonds. The average tax rate needed does not include the \$.014 increase over the revenue neutral tax rate presented in the model for FY24-25. Although the recommended tax rates included in model would not generate sufficient funding for all projects included in the CIP, they do present a manageable increase to allow for more capital projects. To create a manageable plan to reach the 12.0 percent goal, staff had to move several costly projects to future years. Moving the projects out on the CIP will allow for further evaluation and discussion by staff and Town Council regarding the feasibility of these projects. These projects include Phase 2 of Jessie Drive (\$12 million), the town-wide traffic signal system (\$6.8 million), SE Peakway (\$18.9 million), Production Drive extension (\$2 million), Beaver Creek Greenway extension (\$13 million), Big Branch Greenway (\$8 million), and Pleasant Park Baseball/Softball Complex (\$12.3 million). Staff will continue to seek alternate funding sources as well as plans to reduce project costs.

5-Year Tax Rate Assessment

Forecasted Expenditures (Including CIP Projects)	FY23-24	FY24-25	FY25-26	FY26-27	FY27-28
Operating Budget	\$83,862,777	\$90,571,799	\$97,817,543	\$105,642,947	\$114,094,382
Capital Outlay	\$8,525,000	\$13,536,300	\$14,850,500	\$17,363,000	\$16,600,000
Debt Service	\$9,733,823	\$10,472,048	\$10,033,635	\$13,115,630	\$12,314,215
Capital Reserve Coverage	-\$1,400,000	-\$1,970,000	-\$1,544,000	-\$1,605,000	-\$1,670,000
Transfers Out	\$1,211,000	\$1,305,458	\$1,407,284	\$1,517,052	\$1,635,382
<i>Total Expenditures</i>	<i>\$101,932,600</i>	<i>\$113,915,605</i>	<i>\$122,564,962</i>	<i>\$136,033,628</i>	<i>\$142,973,979</i>
<b>Total Capital &amp; Debt</b>	<b>\$16,858,823</b>	<b>\$22,038,348</b>	<b>\$23,340,135</b>	<b>\$28,873,630</b>	<b>\$27,244,215</b>
<b>Capital &amp; Debt Expenditures %</b>	<b>16.54%</b>	<b>19.35%</b>	<b>19.04%</b>	<b>21.23%</b>	<b>19.06%</b>
Forecasted Revenues					
Property Tax	\$49,769,400	\$59,136,451	\$65,125,205	\$71,306,936	\$75,646,427
Other Taxes, Fees, Charges	\$47,588,200	\$51,395,256	\$55,506,876	\$59,947,427	\$64,743,221
Available Capital Funds	\$4,575,000	\$0	\$0	\$0	\$0
Transfers In	\$0	\$0	\$0	\$0	\$0
<i>Total Revenues</i>	<i>\$101,932,600</i>	<i>\$110,531,707</i>	<i>\$120,632,081</i>	<i>\$131,254,363</i>	<i>\$140,389,648</i>
<b>Difference</b>	<b>(\$0)</b>	<b>(\$3,383,898)</b>	<b>(\$1,932,880)</b>	<b>(\$4,779,266)</b>	<b>(\$2,584,331)</b>
Projected Fund Balance	\$36,499,101	\$33,115,203	\$31,182,322	\$26,403,057	\$23,818,725
Capital Impact on Fund Balance	(\$0)	(\$3,383,898)	(\$1,932,880)	(\$4,779,266)	(\$2,584,331)
Fund Balance Impact Percentage	35.81%	29.07%	25.44%	19.41%	16.66%
Assessed Property Value	\$12,367,243,902	\$14,222,330,487	\$15,087,851,946	\$16,006,046,024	\$16,980,118,192
\$.01 Property Tax Increase =	\$1,224,357	\$1,408,011	\$1,493,697	\$1,584,599	\$1,681,032
Tax Rate	\$0.440	\$0.420	\$0.436	\$0.450	\$0.450
Change in Tax Rate Needed for Difference	\$0.000	\$0.024	\$0.013	\$0.030	\$0.015
<b>Zero-Balance Tax Rate</b>	<b>\$0.440</b>	<b>\$0.444</b>	<b>\$0.449</b>	<b>\$0.480</b>	<b>\$0.465</b>
Projected Fund Balance with Tax Rate Adjustment	\$36,499,101	\$29,731,305	\$29,249,442	\$21,623,791	\$21,234,394
Projected Fund Balance % with Tax Rate Adjustment	35.81%	26.10%	23.86%	15.90%	14.85%

Proposed Tax Rate Plan for 12% Capital Expenditures					
	FY23-24	FY24-25	FY25-26	FY26-27	FY27-28
Proposed Tax Rate	\$0.440	\$0.420	\$0.436	\$0.450	\$0.450
Estimated Range of % Capital Expenditures*	8.4% – 10.0%	9.2% – 11.2%	10.7% – 12.7%	9.6% – 11.6%	10.0% – 12.0%

\*Assumes balanced budget based on estimated revenue projections

## 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	FY23-24	FY24-25	FY25-26	FY26-27	FY27-28	Future Years	Total Capital Cost
East Williams Substation	1,800,000	1,800,000	-	3,625,000	-	-	7,225,000
LED Replacement	250,000	250,000	250,000	-	-	-	750,000
Bucket Truck - Replacement	-	250,000	-	-	-	-	250,000
Bucket Truck - Replacement	-	250,000	-	-	-	-	250,000
Green Level Substation	-	200,000	1,550,000	-	-	-	1,750,000
System Fault Indicators - SCADA	-	150,000	-	-	-	-	150,000
<b>Total</b>	<b>\$ 2,050,000</b>	<b>\$ 2,900,000</b>	<b>\$ 1,800,000</b>	<b>\$ 3,625,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 10,375,000</b>



**FY 2023-24**

East Williams Substation	\$7,225,000
	Three-year Total

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. The first phase will install one 40 MVA transformer, and Phase II will add the second 40 MVA transformer.

LED Replacement	\$750,000
	Three-year Total

This project will replace the remainder of Town’s decorative fixtures with LED technology. This effort will reduce Town’s energy usage for lighting by two-thirds, thus reducing overall energy purchases from Duke Energy.

**FY 2024-25**

Bucket Truck – Replacement	\$250,000
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This project will replace one electric line bucket truck (Unit #65). The electric line truck is a specialized vehicle required for the installation of both overhead electrical equipment. At time of replacement, the truck will be over 10 years old.

Bucket Truck – Replacement	\$250,000
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This project will replace one tree bucket truck (Unit #200). The tree bucket truck is a specialized vehicle required for tree management surrounding electrical equipment. At time of replacement, the truck will be over 10 years old.

Green Level Substation	\$1,750,000
	Two-year Total

Green Level Substation represents a strategic priority for the Town. Situated in the NW corner of the Town, the new substation will provide capacity for a growing section of town that is presently served from the Laura Duncan and Mount Zion substations. As growth in the Town increases loading on both of these substations we will require a new source to help alleviate this situation. The location of the proposed Green Level substation will provide that capacity as well as increase reliability by reducing feeder exposure. Phase 1 is to procure the land needed for the substation. This is critical as the proposed area is growing and land is becoming scarce and expensive. Phase 2 construction is to construct bank 1 and relocate existing transformer in Mount Zion. This will allow us to avoid purchasing a second transform till loading at either Mount Zion or Green Level dictate need and provide an immediate reliability improvement by reducing feeder exposure.

System Fault Indicators - SCADA	\$150,000
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This project will replace existing battery-operated fault indicators with SCADA enabled cellular fault indicators allowing for faster response to outages affecting large customer outages.



## 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	FY23-24	FY24-25	FY25-26	FY26-27	FY27-28	Future Years	Total Capital Cost
East Williams Substation	1,800,000	1,800,000	-	3,625,000	-	-	7,225,000
LED Replacement	250,000	250,000	250,000	-	-	-	750,000
Bucket Truck - Replacement	-	250,000	-	-	-	-	250,000
Bucket Truck - Replacement	-	250,000	-	-	-	-	250,000
Green Level Substation	-	200,000	1,550,000	-	-	-	1,750,000
System Fault Indicators - SCADA	-	150,000	-	-	-	-	150,000
<b>Total</b>	<b>\$ 2,050,000</b>	<b>\$ 2,900,000</b>	<b>\$ 1,800,000</b>	<b>\$ 3,625,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 10,375,000</b>
Revenues	FY23-24	FY24-25	FY25-26	FY26-27	FY27-28	Future Years	Total
Capital Outlay	2,050,000	2,700,000	250,000	3,625,000	-	-	8,625,000
Designated Capital Funds	-	200,000	1,550,000	-	-	-	1,750,000
	<b>\$ 2,050,000</b>	<b>\$ 2,900,000</b>	<b>\$ 1,800,000</b>	<b>\$ 3,625,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 10,375,000</b>





## 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 Element 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 and Sewer Utility Fund	FY23-24	FY24-25	FY25-26	FY26-27	FY27-28	Future Years	Total Capital Cost
Advanced Metering Infrastructure	4,100,000	-	-	-	-	-	4,100,000
Big Branch 2 Pump Station & Force Main	40,000,000	-	-	-	-	-	40,000,000
Crane Truck - Addition	165,000	-	-	-	-	-	165,000
Hwy 55 Booster Pump Station Upgrades	450,000	-	-	-	-	-	450,000
Roberts Road Water Line Connection	250,000	-	-	-	-	-	250,000
Skid Steer - Addition	160,000	-	-	-	-	-	160,000
Sunset Hills Pump Station Improvements	4,400,000	-	-	-	-	-	4,400,000
Valve Truck - Addition	230,000	-	-	-	-	-	230,000
Wimberly Road Water Supply Vault	40,000	160,000	-	-	-	-	200,000
WWRWRF - Phase II Expansion	170,000	-	2,900,000	-	-	32,000,000	35,070,000
Green Level Church Water Line Connection	-	115,000	500,000	-	-	-	615,000
Little Beaver Creek Gravity Sewer Extension	-	1,200,000	-	-	-	-	1,200,000
Old Raleigh Road Water Line Replacement	-	850,000	3,250,000	-	-	-	4,100,000
Shearon Harris Road Water Line Connection	-	100,000	400,000	-	-	-	500,000
Shepherd's Vineyard Road Water Line	-	95,000	250,000	-	-	-	345,000
US 64 & New Hill Olive Chapel Water Connection	-	330,000	1,400,000	-	-	-	1,730,000
Abbingtion Gravity Sewer Extension	-	-	280,000	-	-	-	280,000
Crossroads Water Line Connection	-	-	400,000	-	-	-	400,000
Green Level West Water Line Connection	-	-	100,000	300,000	-	-	400,000
HWY 64 Off Ramp Water Line Connection	-	-	100,000	225,000	-	-	325,000
US 64 Utility Relocation	-	-	2,500,000	-	-	-	2,500,000
UV System Replacement	-	-	1,450,000	-	-	-	1,450,000
Castlewood & Orchard Villas Water Line Connection	-	-	-	200,000	1,000,000	-	1,200,000
Richardson Road Water Line Connection	-	-	-	55,000	600,000	-	655,000
Villages of Apex Water Line Connection	-	-	-	45,000	250,000	-	295,000
Zeno Road Water Line Connection	-	-	-	75,000	150,000	-	225,000
Davis Drive & North Salem Street Water Line Connection	-	-	-	-	350,000	2,000,000	2,350,000
SR1010 Utility Relocation	-	-	-	-	3,000,000	-	3,000,000
Elevated Water Storage Tank - 2.0 MG	-	-	-	-	-	6,500,000	6,500,000
Humie Olive Water Connection	-	-	-	-	-	150,000	150,000
NC 55 Utility Relocation	-	-	-	-	-	2,225,000	2,225,000
Cary Projects Sub-Total	333,500	799,250	787,750	690,000	2,771,500	1,380,000	6,762,000
WWRWRF Sub-Total	221,000	-	493,000	2,822,000	-	31,645,500	35,181,500
<b>Total</b>	<b>\$ 50,519,500</b>	<b>\$ 3,649,250</b>	<b>\$ 14,810,750</b>	<b>\$ 4,412,000</b>	<b>\$ 8,121,500</b>	<b>\$ 75,900,500</b>	<b>\$ 157,413,500</b>



## FY 2023-24

### Advance Metering Infrastructure

\$4,100,000

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 water/sewer service customers by utilizing high speed, standards-based communications to access real-time data.

### Big Branch 2 Pump Station & Force Main

\$35,240,000

This project includes design and construction of Big Branch Pump Station (capacity of 3 million gallons per day) and approximately six miles of dual 20-inch force mains 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 - Addition

\$165,000

This project replaces Unit 36, which is now 14 years old. Pump stations have become deeper requiring cranes with more line capacity. Additionally, future facilities will require the 8,000-pound rated lifting capacity of a truck like this.

### Hwy 55 Booster Pump Station Upgrades

\$450,000

This project will enhance the booster pump station that is effective for transferring in water from Holly Springs into Apex in case of emergency shortages. The current pump station is designed for 1.1 Million Gallons a Day (MGD) of flow but will need to be upsized to handle 4.6 MGD.

### Roberts Road Water Line Connection

\$250,000

This project will install approximately 950 linear feet of 12-inch Ductile Iron Pipe. The design is being completed by Water Resources Utility Engineering staff. This water main installation will help connect existing dead-end lines at Roberts Crossing and The Upchurch development projects. This project would reduce the need for Operations to constantly flush these water lines to maintain water quality parameters and provide needed redundancy recently noticed during a water tap for a new development project.

### Skid Steer - Addition

\$160,000

With the implementation of the Stormwater Utility fee the demand for repairs has gone up. This piece of equipment with the right attachment will significantly increase stormwater and street maintenance repair capabilities. Attachments needed will require 'High Flow' hydraulics, which this particular model provides.

### Sunset Hills Pump Station Improvements

\$4,400,000

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.

### Valve Truck - Addition

\$230,000

This vehicle is to upgrade and enhance our valve maintenance activity and provide GIS capability and storing of valve performance measures. Truck also provides more crew capacity and maintenance tolls, along with a heavier duty truck for safety of staff. As our valve count has surpassed 10,000 we see a near future need to have assign multiple operations personnel to this task.



## Wimberly Road Water Supply Vault

**\$200,000**

Two-year total

Installation of a 3rd water meter vault to assist in quantification of water supply in conjunction with Town of Cary for our shared Water Plant distribution. The 3rd vault would ensure that Apex can receive enough water to meet our demand and provide redundancy should other transmission lines from Cary become disrupted.

## WWRWRF – Phase II Expansion

**\$35,070,000**

Three-year total

Western Wake Regional Water Reclamation Facility (WWRWRF) will approach 80% capacity in the coming years. As such, NCDEQ requires permitted facilities to begin planning for expansion. The costs identified below are from the Town of Cary and represent Apex 34% share of the plant. Additional capacity may be needed based on the conclusions and recommendations presented by HDR in their Long Range Water Resources Plan Update currently being drafted.

## **FY 2024-25**

### Green Level Church Water Line Connection

**\$615,000**

Two-year Total

This project will install a water line tie in that will help redundancy in this area. Approximately 1,800 linear feet of 8-inch ductile iron pipe running from North from the Ellsworth development parallel to Green Level Church Rd and tying into the newly extended and stubbed line from the Freedom Square development at Green Level West Rd.

### Little Beaver Creek Gravity Sewer Extension

**\$1,200,000**

Due to recent sewer extensions along Little Beaver Creek, the existing pump station located at the Friendship HS/ES site is an excellent candidate 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 existing location of the Little Beaver Creek outfall. 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

**\$4,100,000**

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.

### Shearon Harris Road Water Line Connection

**\$500,000**

Two-year Total

This project will install a water line that would extend from the stubbed line at the intersection of Reclamation Rd and Shearon Harris Rd north to Old US 1 HWY. Approximately 1,500 linear feet of 8-inch ductile iron pipe would be designed and installed to connect to the existing waterline along Old US-1. This would provide a looped connection and a second water feed to the Western Water Regional Water Reclamation Facility.

### Shepherd's Vineyard Road Water Line Connection

**\$345,000**

Two-year Total

This project will install a connection of the three stubbed water lines on Shepherd's Vineyard Drive with approximately 800 linear feet of 8-inch water main.



## US 64 & New Hill Olive Chapel Water Loop

**\$1,730,000**

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 6,500 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 2025-26**

## Abbingtion Gravity Sewer Extension

**\$280,000**

Due to constant overtime and emergency maintenance at this station, approximately 2,400 linear feet of gravity sewer is needed to connect the sewer flowing into the Abbingtion 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.

## Crossroads Water Line Connection

**\$400,000**

With five dead end lines in this vicinity, this would be an important area to create a connection so that water quality and redundancy may be improved for the two separate neighborhoods as well as the Crossroads Ford. It will be approximately 2,000 linear feet of 8-inch ductile iron pipe to provide this connection.

## Green Level West Water Line Connection

**\$400,000**

Two-year Total

This project will connect the two subdivisions of The Pointe and Weddington along Green Level West Rd. with approximately 1,100 linear feet of 8-inch ductile iron water line and crossing American Tobacco Trail.

## HWY 64 Off Ramp Water Line Connection

**\$325,000**

Two-year Total

This project will connect the stubbed end of the Villages of Apex subdivision parallel to HWY 64 across the railroad with approximately 1,300 linear feet of 12-inch ductile iron continuing west along HWY 64 to tie into the N Salem St ramp.

## 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

**\$1,450,000**

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.

## **FY 2026-27**

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Castlewood & Orchard Villas Water Line Connection	\$1,200,000
	Two-year total

This project will provide a connection between Castlewood and the Orchard Villa subdivisions with approximately 1,500 linear feet of 8" ductile iron water line and an additional 180 linear feet of 24-inch encasement pipe for the boring underneath US-64.

Richardson Road Water Line Connection	\$655,000
	Two-year total

This project will provide three stubbed connections at the Richardson Rd and Mt Zion Church Rd intersection above Friendship Station with approximately 1,500 linear feet of 12-inch water line parallel to Richardson Rd south to the Zion intersection and 700 feet of 6-inch water line from Mt Zion south to the Y intersection connection point. A total of 2,200 LF of ductile iron water line to install to help connect this area.

Villages of Apex Water Line Connection	\$295,000
	Two-year total

This project will provide connections crossing Apex Peakway to help connect the Villages of Apex South lots to the Villages of Apex with approximately 1,000 linear feet of 12-inch ductile iron pipe.

Zeno Road Water Line Connection	\$225,000
	Two-year total

This project will provide a water line connection along Zeno Rd from the two stubbed lines with approximately 550 linear feet of 12-inch ductile iron water line.

## **FY 2027-28**

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Davis Drive & North Salem Street Water Line Connection	\$2,350,000
	Two-year total

This project will provide a connection of remaining southern piece of the 12-inch Davis Drive water line tying to the last western segment of the 12-inch water on N Salem Street connecting above US64, and then bored underneath and connecting to the 8-inch stubbed water line on the other side of the highway with approximately 4,000 linear feet of 12-inch ductile iron pipe for the water main and additionally 450 linear feet of 24-inch encasement pipe for the crossings.

SR1010 Utility Relocation	\$3,000,000
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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.



## Horizon

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### Elevated Water Storage Tank – 2.0 MG

\$6,500,000

This project includes construction of a 2.0 million-gallon elevated storage tank to meet storage tank to meet storage requirements as demands grow.

### Humie Olive Water Connection

\$150,000

This project will add approximately 2,900 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 much needed redundancy to the New Hill/Jordan Pointe service area, better water quality and fire protection capabilities to this section of the service area.

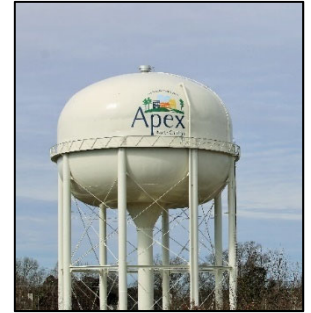
### NC 55 Utility Relocation

\$2,250,000

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.

## 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.



Water and Sewer Utility Fund	FY23-24	FY24-25	FY25-26	FY26-27	FY27-28	Future Years	Total Capital Cost
AMI	4,100,000	-	-	-	-	-	4,100,000
Big Branch 2 Pump Station & Force Main	40,000,000	-	-	-	-	-	40,000,000
Crane Truck - Addition	165,000	-	-	-	-	-	165,000
Hwy 55 Booster Pump Station Upgrades	450,000	-	-	-	-	-	450,000
Roberts Road Water Line Connection	250,000	-	-	-	-	-	250,000
Skid Steer - Addition	160,000	-	-	-	-	-	160,000
Sunset Hills Pump Station Improvements	4,400,000	-	-	-	-	-	4,400,000
Valve Truck - Addition	230,000	-	-	-	-	-	230,000
Wimberly Road Water Supply Vault	40,000	160,000	-	-	-	-	200,000
WWRWRF - Phase II Expansion	170,000	-	2,900,000	-	-	32,000,000	35,070,000
Green Level Church Water Line Connection	-	115,000	500,000	-	-	-	615,000
Little Beaver Creek Gravity Sewer Extension	-	1,200,000	-	-	-	-	1,200,000
Old Raleigh Road Water Line Replacement	-	850,000	3,250,000	-	-	-	4,100,000
Shearon Harris Road Water Line Connection	-	100,000	400,000	-	-	-	500,000
Shepherd's Vineyard Road Water Line	-	95,000	250,000	-	-	-	345,000
US 64 & New Hill Olive Chapel Water Connection	-	330,000	1,400,000	-	-	-	1,730,000
Abbingtion Gravity Sewer Extension	-	-	280,000	-	-	-	280,000
Crossroads Water Line Connection	-	-	400,000	-	-	-	400,000
Green Level West Water Line Connection	-	-	100,000	300,000	-	-	400,000
HWY 64 Off Ramp Water Line Connection	-	-	100,000	225,000	-	-	325,000
US 64 Utility Relocation	-	-	2,500,000	-	-	-	2,500,000
UV System Replacement	-	-	1,450,000	-	-	-	1,450,000
Castlewood & Orchard Villas Water Line Connection	-	-	-	200,000	1,000,000	-	1,200,000
Richardson Road Water Line Connection	-	-	-	55,000	600,000	-	655,000
Villages of Apex Water Line Connection	-	-	-	45,000	250,000	-	295,000
Zeno Road Water Line Connection	-	-	-	75,000	150,000	-	225,000
Davis Drive & North Salem Street Water Line Connection	-	-	-	-	350,000	2,000,000	2,350,000
SR1010 Utility Relocation	-	-	-	-	3,000,000	-	3,000,000
Elevated Water Storage Tank - 2.0 MG	-	-	-	-	-	6,500,000	6,500,000
Humie Olive Water Connection	-	-	-	-	-	150,000	150,000
NC 55 Utility Relocation	-	-	-	-	-	2,225,000	2,225,000
Cary Projects Sub-Total	333,500	799,250	787,750	690,000	2,771,500	1,380,000	6,762,000
WWRWRF Sub-Total	221,000	-	493,000	2,822,000	-	31,645,500	35,181,500
<b>Total</b>	<b>\$ 50,519,500</b>	<b>\$ 3,649,250</b>	<b>\$ 14,810,750</b>	<b>\$ 4,412,000</b>	<b>\$ 8,121,500</b>	<b>\$ 75,900,500</b>	<b>\$ 157,413,500</b>
Revenues	FY23-24	FY24-25	FY25-26	FY26-27	FY27-28	Future Years	Total
Capital Outlay	5,209,500	2,8520,000	13,530,000	900,000	5,350,000	4,375,000	32,214,500
Designated Capital Funds	\$20,910,000	799,250	1,280,750	3,512,000	2,771,500	7,880,000	37,153,500
Grants	4,400,000	-	-	-	-	-	4,400,000
Revenue Bonds	\$20,000,000	-	-	-	-	63,645,500	83,645,500
	<b>\$ 50,519,500</b>	<b>\$ 3,649,250</b>	<b>\$ 14,810,750</b>	<b>\$ 4,412,000</b>	<b>\$ 8,121,500</b>	<b>\$ 75,900,500</b>	<b>\$ 157,413,500</b>





## Section 6: Stormwater Utility

Projects assigned to the Stormwater Utility element are funded through the Stormwater Enterprise Fund. This fund only pays for projects related to the stormwater system, and not for projects related to the Electric Fund, Water & Sewer Fund, or any General Fund related project.

The types of capital projects that qualify for this fund include the Construction and improvement of stormwater infrastructure. These projects include vehicle additions and replacements necessary to maintain and repair stormwater infrastructure.

The icon below signifies the Stormwater Utility element, and is located on the top right corner of the pages that are associated with these projects.





## Stormwater Utility Element Projects

**Projects Funded:** Construction and improvement of stormwater infrastructure. These projects include vehicle additions and replacements necessary to maintain and repair stormwater infrastructure.

*Our stormwater utilities face increasing demands for maintenance and improvements in order to serve current and future 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.

Stormwater Utility Fund	FY23-24	FY24-25	FY25-26	FY26-27	FY27-28	Future Years	Total Capital Cost
Skid Steer Loader - Addition	213,000	-	-	-	-	-	213,000
Hook Lift Single Axle Truck - Addition	-	125,000	-	-	-	-	125,000
Crew Cab Truck - Addition	-	-	135,000	-	-	-	135,000
Excavator - Addition	-	-	-	225,000	-	-	225,000
Street Sweeper - Replacement	-	-	-	-	334,000	-	334,000
<b>Total</b>	<b>\$ 213,000</b>	<b>\$ 125,000</b>	<b>\$ 135,000</b>	<b>\$ 225,000</b>	<b>\$ 334,000</b>	<b>\$ -</b>	<b>\$ 1,032,000</b>

**FY 2023-24**

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Skid Steer Loader - Addition	\$213,000
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With the implementation of the Stormwater Utility program, this piece of equipment will significantly increase Stormwater maintenance repair capabilities.

**FY 2024-25**

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Hook Lift Single Axle Truck - Addition	\$125,000
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This equipment is needed to provide continued support for snow and ice response within stormwater management and begin transition of snow response vehicles and equipment to hook lift style for better year-round utilization of equipment.

**FY 2025-26**

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Crew Cab Truck - Addition	\$135,000
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This vehicle is required for the implementation of a daily storm water maintenance and inspection team.

**FY 2026-27**

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Excavator - Addition	\$225,000
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With the implementation of the Stormwater Utility fund, this piece of equipment will significantly increase stormwater maintenance repair capabilities.

**FY 2027-28**

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Street Sweeper – Replacement	\$334,000
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This project will replace the Town's only street sweeper (Unit #96) that will be over 22 years old at the time of replacement. Vehicle is needed to reduce debris wash-off for stormwater management.

## Stormwater Fund Summary

The table below shows the total of the capital needs for the Stormwater 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.



Stormwater Utility Fund	FY23-24	FY24-25	FY25-26	FY26-27	FY27-28	Future Years	Total Capital Cost
Skid Steer Loader - Addition	213,000	-	-	-	-	-	213,000
Hook Lift Single Axle Truck - Addition	-	125,000	-	-	-	-	125,000
Crew Cab Truck - Addition	-	-	135,000	-	-	-	135,000
Excavator - Addition	-	-	-	225,000	-	-	225,000
Street Sweeper - Replacement	-	-	-	-	334,000	-	334,000
<b>Total</b>	<b>\$ 213,000</b>	<b>\$ 125,000</b>	<b>\$ 135,000</b>	<b>\$ 225,000</b>	<b>\$ 334,000</b>	<b>\$ -</b>	<b>\$ 1,032,000</b>
Revenues	FY23-24	FY24-25	FY25-26	FY26-27	FY27-28	Future Years	Total
Capital Outlay	213,000	125,000	135,000	225,000	334,000	-	1,032,000
Designated Capital Funds	-	-	-	-	-	-	-
Grants	-	-	-	-	-	-	-
Revenue Bonds	-	-	-	-	-	-	-
	<b>\$ 213,000</b>	<b>\$ 125,000</b>	<b>\$ 135,000</b>	<b>\$ 225,000</b>	<b>\$ 334,000</b>	<b>\$ -</b>	<b>\$ 1,032,000</b>

## Section 7: Project Funding Detail

The following pages contain project funding details.

Transportation							
Project Cost	2023-24	2024-25	2025-26	2026-27	2027-28	Future	Total
<b>Annual GoApex Transit Improvements</b>	<b>100,000</b>	<b>200,000</b>	<b>200,000</b>	<b>200,000</b>	<b>200,000</b>	<b>200,000</b>	<b>1,100,000</b>
- Grants	100,000	100,000	100,000	100,000	100,000	-	500,000
- General Fund / Capital Outlay	-	100,000	100,000	100,000	100,000	-	400,000
- To Be Determined	-	-	-	-	-	200,000	200,000
<b>Annual Miscellaneous Road &amp; Sidewalk Improvements</b>	<b>200,000</b>	<b>200,000</b>	<b>200,000</b>	<b>200,000</b>	<b>200,000</b>	<b>200,000</b>	<b>1,200,000</b>
- 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
<b>Annual Pavement Management</b>	<b>2,200,000</b>	<b>2,300,000</b>	<b>2,400,000</b>	<b>2,500,000</b>	<b>2,600,000</b>	<b>2,700,000</b>	<b>14,700,000</b>
- Intergovernmental Funds (Powell Bill Revenues)	1,550,000	830,000	856,000	-	526,000	-	3,762,000
- Designated Capital Funds	650,000	1,470,000	1,544,000	1,605,000	1,670,000	-	6,939,000
- General Fund / Capital Outlay	-	-	-	895,000	404,000	-	1,299,000
- To Be Determined	-	-	-	-	-	2,700,000	2,700,000
<b>Felton Grove High School Improvements Cost Share</b>	<b>825,000</b>	<b>825,000</b>	-	-	-	-	<b>1,650,000</b>
- General Fund / Capital Outlay	825,000	825,000	-	-	-	-	1,650,000
<b>Justice Heights Street Extension</b>	<b>750,000</b>	-	-	-	-	-	<b>750,000</b>
- Designated Capital Funds	750,000	-	-	-	-	-	750,000
<b>Safe Routes to School</b>	<b>1,000,000</b>	<b>2,360,000</b>	<b>2,230,000</b>	<b>2,200,000</b>	<b>905,000</b>	<b>3,510,000</b>	<b>12,205,000</b>
- General Obligation Bonds	-	-	2,230,000	410,000	-	-	2,640,000
- Grants	-	1,075,200	-	-	-	-	1,075,200
- General Fund / Capital Outlay	1,000,000	1,284,800	-	1,790,000	905,000	-	4,979,800
- To Be Determined	-	-	-	-	-	3,510,000	3,510,000
<b>South Salem Street Bicycle Connection</b>	<b>300,000</b>	-	<b>2,100,000</b>	-	-	-	<b>2,400,000</b>
- General Fund / Capital Outlay	300,000	-	2,100,000	-	-	-	2,400,000
<b>Tingen Road Pedestrian Bridge</b>	<b>500,000</b>	-	-	<b>4,050,000</b>	-	-	<b>4,550,000</b>
- Grants	500,000	-	-	-	-	-	500,000
- General Fund / Capital Outlay	-	-	-	4,050,000	-	-	4,050,000
<b>Apex Peakway North Widening</b>	-	<b>495,000</b>	<b>5,075,000</b>	-	-	-	<b>5,570,000</b>
- General Obligation Bonds	-	-	5,000,000	-	-	-	5,000,000
- General Fund / Capital Outlay	-	495,000	75,000	-	-	-	570,000
<b>Center Street Railroad Crossing Improvements &amp; Sidewalk</b>	-	<b>140,000</b>	-	<b>920,000</b>	-	-	<b>1,060,000</b>
- General Obligation Bonds	-	-	-	920,000	-	-	920,000
- General Fund / Capital Outlay	-	140,000	-	-	-	-	140,000
<b>Chatham Street Railroad Crossing Improvements &amp; Sidewalk</b>	-	<b>150,000</b>	-	<b>1,145,000</b>	-	-	<b>1,295,000</b>
- General Obligation Bonds	-	-	-	1,145,000	-	-	1,145,000
- General Fund / Capital Outlay	-	150,000	-	-	-	-	150,000
<b>GoApex Transit Program</b>	-	<b>100,000</b>	<b>690,000</b>	-	-	-	<b>790,000</b>
- Grants	-	-	690,000	-	-	-	690,000
- General Fund / Capital Outlay	-	100,000	-	-	-	-	100,000

## Transportation Continued

Project Cost	2023-24	2024-25	2025-26	2026-27	2027-28	Future	Total
<b>GPS Emergency Vehicle Preemption</b>	-	160,000	160,000	160,000	-	-	480,000
- General Fund / Capital Outlay	-	160,000	160,000	160,000	-	-	480,000
<b>Jessie Drive Phase I &amp; Phase II</b>	-	1,000,000	8,500,000	-	1,500,000	12,000,000	23,000,000
- Intergovernmental Funds	-	-	-	-	1,500,000	-	1,500,000
- General Fund / Capital Outlay	-	1,000,000	8,500,000	-	-	-	9,500,000
- To Be Determined	-	-	-	-	-	12,000,000	12,000,000
<b>Jones Street Improvements</b>	-	140,000	-	-	-	-	140,000
- General Fund / Capital Outlay	-	140,000	-	-	-	-	140,000
<b>Ragan Road Sidewalk</b>	-	850,000	-	-	-	-	850,000
- Intergovernmental Funds	-	850,000	-	-	-	-	850,000
<b>Vision Zero - Signal Upgrades</b>	-	300,000	2,000,000	-	-	-	2,300,000
- General Fund / Capital Outlay	-	300,000	2,000,000	-	-	-	2,300,000
<b>Wayfinding Signage Fabrication &amp; Installation</b>	-	760,000	415,000	-	-	260,000	1,435,000
- General Fund / Capital Outlay	-	760,000	415,000	-	-	-	1,175,000
- To Be Determined	-	-	-	-	-	260,000	260,000
<b>West Williams Street Sidewalk</b>	-	200,000	750,000	-	-	-	950,000
- General Fund / Capital Outlay	-	200,000	750,000	-	-	-	950,000
<b>Old US 1 at Friendship Road Improvements Cost Share</b>	-	-	250,000	-	-	-	250,000
- General Fund / Capital Outlay	-	-	250,000	-	-	-	250,000
<b>Pavement Management Backlog</b>	-	-	5,000,000	-	-	-	5,000,000
- Intergovernmental Funds	-	-	750,000	-	-	-	750,000
- General Obligation Bonds	-	-	4,250,000	-	-	-	4,250,000
<b>Pristine Water Drive Connector</b>	-	-	500,000	3,000,000	-	-	3,500,000
- Intergovernmental Funds	-	-	100,000	1,967,000	-	-	2,067,000
- General Fund / Capital Outlay	-	-	400,000	1,033,000	-	-	1,433,000
<b>Salem Street Downtown Streetscape, Gathering Space, &amp; Alleys</b>	-	-	4,520,000	-	2,100,000	-	6,620,000
- Grants	-	-	2,640,000	-	-	-	2,640,000
- General Fund / Capital Outlay	-	-	1,880,000	-	2,100,000	-	3,980,000
<b>Davis Drive at Salem Church Road Realignment</b>	-	-	-	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
<b>Technology Drive Enhancements Cost Share</b>	-	-	-	2,000,000	-	-	2,000,000
- General Fund / Capital Outlay	-	-	-	2,000,000	-	-	2,000,000
<b>Vision Zero - Bike &amp; Pedestrian</b>	-	-	-	600,000	400,000	2,000,000	3,000,000
- General Fund / Capital Outlay	-	-	-	600,000	400,000	-	1,000,000
- To Be Determined	-	-	-	-	-	2,000,000	2,000,000
<b>Production Drive Extension</b>	-	-	-	-	300,000	2,000,000	2,300,000
- General Fund / Capital Outlay	-	-	-	-	300,000	-	300,000
- To Be Determined	-	-	-	-	-	2,000,000	2,000,000

Transportation Continued							
Project Cost	2023-24	2024-25	2025-26	2026-27	2027-28	Future	Total
<b>US 64 Sidewalk &amp; Enhancement Cost Share (U-5301)</b>	-	-	-	-	<b>2,000,000</b>	-	<b>2,000,000</b>
- General Fund / Capital Outlay	-	-	-	-	2,000,000	-	2,000,000
<b>Apex Peakway Southeast Connector</b>	-	-	-	-	-	<b>18,885,000</b>	<b>18,885,000</b>
- To Be Determined	-	-	-	-	-	18,885,000	18,885,000
<b>NC 55 Sidewalk &amp; Enhancement Cost Share (U-2901)</b>	-	-	-	-	-	<b>2,000,000</b>	<b>2,000,000</b>
- To Be Determined	-	-	-	-	-	2,000,000	2,000,000
<b>Ten Ten Road/Center Street Sidewalk &amp; Enhancement Cost Share (U-5825)</b>	-	-	-	-	-	<b>2,000,000</b>	<b>2,000,000</b>
- To Be Determined	-	-	-	-	-	2,000,000	2,000,000
<b>Town-Wide Traffic Signal System</b>	-	-	-	-	-	<b>6,800,000</b>	<b>6,800,000</b>
- To Be Determined	-	-	-	-	-	6,800,000	6,800,000



Parks, Recreation, & Cultural Resources							
Project Cost	2023-24	2024-25	2025-26	2026-27	2027-28	Future	Total
<b>Annual Miscellaneous Greenway Connections</b>	<b>300,000</b>	<b>300,000</b>	<b>300,000</b>	<b>300,000</b>	<b>300,000</b>	<b>300,000</b>	<b>1,800,000</b>
- General Fund / Capital Outlay	300,000	300,000	300,000	300,000	300,000	300,000	1,800,000
<b>ACP Street Hockey Partnership Project</b>	<b>250,000</b>	-	-	-	-	-	<b>250,000</b>
- General Fund / Capital Outlay	250,000	-	-	-	-	-	250,000
<b>Environmental Education Center</b>	<b>300,000</b>	-	<b>3,650,000</b>	-	-	-	<b>3,950,000</b>
- General Fund / Capital Outlay	300,000	-	-	-	-	-	300,000
- Installment Purchase / Capital Lease	-	-	3,650,000	-	-	-	3,650,000
<b>Track Out Camp Program Buses</b>	<b>240,000</b>	-	-	-	-	-	<b>240,000</b>
- Installment Purchase / Capital Lease	240,000	-	-	-	-	-	240,000
<b>West Street Park Improvements</b>	<b>1,650,000</b>	-	-	-	-	-	<b>1,650,000</b>
- Grants	1,650,000	-	-	-	-	-	1,650,000
<b>KidsTowne Playground Renovation</b>	-	-	<b>150,000</b>	-	<b>2,000,000</b>	-	<b>2,150,000</b>
- General Fund / Capital Outlay	-	-	150,000	-	2,000,000	-	2,150,000
<b>Seymour Athletic Fields/Nature Park Parking Expansion</b>	-	-	<b>120,000</b>	<b>1,080,000</b>	-	-	<b>1,200,000</b>
- General Fund / Capital Outlay	-	-	120,000	1,080,000	-	-	1,200,000
<b>Wimberly Road Park Design</b>	-	-	<b>500,000</b>	-	-	<b>30,250,000</b>	<b>30,750,000</b>
- General Fund / Capital Outlay	-	-	500,000	-	-	-	500,000
- To Be Determined	-	-	-	-	-	30,250,000	30,250,000
<b>Big Branch Greenway</b>	-	-	-	<b>300,000</b>	<b>150,000</b>	<b>8,000,000</b>	<b>8,450,000</b>
- General Fund / Capital Outlay	-	-	-	300,000	150,000	-	450,000
- To Be Determined	-	-	-	-	-	8,000,000	8,000,000
<b>Beaver Creek Greenway Extension</b>	-	-	-	-	<b>1,000,000</b>	<b>13,031,000</b>	<b>14,031,000</b>
- General Fund / Capital Outlay	-	-	-	-	1,000,000	-	1,000,000
- To Be Determined	-	-	-	-	-	13,031,000	13,031,000
<b>Hunter Street Park Renovation</b>	-	-	-	-	<b>675,000</b>	-	<b>675,000</b>
- General Fund / Capital Outlay	-	-	-	-	675,000	-	675,000
<b>Jaycee Park Expansion</b>	-	-	-	-	<b>150,000</b>	<b>1,500,000</b>	<b>1,650,000</b>
- General Fund / Capital Outlay	-	-	-	-	150,000	-	150,000
- To Be Determined	-	-	-	-	-	1,500,000	1,500,000
<b>Olive Farm Park Design</b>	-	-	-	-	<b>300,000</b>	<b>25,000,000</b>	<b>25,300,000</b>
- General Fund / Capital Outlay	-	-	-	-	300,000	-	300,000
- To Be Determined	-	-	-	-	-	25,000,000	25,000,000
<b>Reedy Branch Greenway</b>	-	-	-	-	<b>300,000</b>	<b>3,000,000</b>	<b>3,300,000</b>
- General Fund / Capital Outlay	-	-	-	-	300,000	-	300,000
- To Be Determined	-	-	-	-	-	1,500,000	1,500,000
<b>Apex Community Park Parking Lot Expansion</b>	-	-	-	-	-	<b>700,000</b>	<b>700,000</b>
- To Be Determined	-	-	-	-	-	700,000	700,000
<b>Middle Creek Greenway</b>	-	-	-	-	-	<b>4,600,000</b>	<b>4,600,000</b>
- To Be Determined	-	-	-	-	-	4,600,000	4,600,000
<b>Pleasant Park Baseball &amp; Softball Complex</b>	-	-	-	-	-	<b>12,300,000</b>	<b>12,300,000</b>
- To Be Determined	-	-	-	-	-	12,300,000	12,300,000

Public Safety							
Project Cost	2023-24	2024-25	2025-26	2026-27	2027-28	Future	Total
<b>Engine 32 Replacement</b>	<b>900,000</b>	-	-	-	-	-	<b>900,000</b>
- Installment Purchase / Capital Lease	900,000	-	-	-	-	-	900,000
<b>Fire Radio Replacement</b>	<b>150,000</b>	<b>150,000</b>	<b>150,000</b>	<b>150,000</b>	<b>150,000</b>	<b>150,000</b>	<b>900,000</b>
- General Fund / Capital Outlay	150,000	150,000	150,000	150,000	150,000	150,000	900,000
<b>Self-Contained Breathing Apparatus Replacement</b>	<b>250,000</b>	<b>250,000</b>	<b>250,000</b>	<b>250,000</b>	<b>250,000</b>	<b>710,000</b>	<b>1,960,000</b>
- General Fund / Capital Outlay	250,000	250,000	250,000	250,000	250,000	710,000	1,960,000
<b>Driving Simulator</b>	-	<b>298,000</b>	-	-	-	-	<b>298,000</b>
- General Fund / Capital Outlay	-	298,000	-	-	-	-	298,000
<b>Police Radio Replacement</b>	-	<b>610,000</b>	<b>610,000</b>	<b>635,000</b>	-	-	<b>1,855,000</b>
- General Fund / Capital Outlay	-	610,000	610,000	635,000	-	-	1,855,000
<b>Fire Pumper for Olive Farm Station</b>	-	-	-	-	-	<b>825,000</b>	<b>825,000</b>
- General Fund / Capital Outlay	-	-	-	-	-	825,000	825,000
<b>Fire Pumper for Station 38</b>	-	-	-	-	-	<b>825,000</b>	<b>825,000</b>
- General Fund / Capital Outlay	-	-	-	-	-	825,000	825,000
<b>Rescue Retrieval Van</b>	-	-	-	-	-	<b>194,000</b>	<b>194,000</b>
- General Fund / Capital Outlay	-	-	-	-	-	194,000	194,000

Public Facilities							
Project Cost	2023-24	2024-25	2025-26	2026-27	2027-28	Future	Total
<b>Eva Perry Library Improvements</b>	<b>200,000</b>	-	-	-	-	-	<b>200,000</b>
- General Fund / Capital Outlay	200,000	-	-	-	-	-	200,000
<b>Tunstall House Restoration</b>	<b>1,800,000</b>	-	-	-	-	-	<b>1,800,000</b>
- General Fund / Capital Outlay	1,800,000	-	-	-	-	-	1,800,000
<b>Mechanical (HVAC/Chiller) Upgrades to Town Facilities</b>	-	<b>125,000</b>	-	-	-	-	<b>125,000</b>
- General Fund / Capital Outlay	-	125,000	-	-	-	-	125,000
<b>Public Works Operations Building Renovations</b>	-	<b>870,000</b>	-	-	-	-	<b>870,000</b>
- General Fund / Capital Outlay	-	870,000	-	-	-	-	870,000
<b>Station 1 Rebuild</b>	-	<b>500,000</b>	-	<b>4,750,000</b>	-	-	<b>5,250,000</b>
- General Fund / Capital Outlay	-	-	-	250,000	-	-	250,000
- Designated Capital Funds	-	500,000	-	-	-	-	500,000
- Installment Purchase / Capital Lease	-	-	-	4,500,000	-	-	4,500,000
<b>Town Hall Remodel</b>	-	<b>900,000</b>	<b>900,000</b>	<b>900,000</b>	-	-	<b>2,700,000</b>
- General Fund / Capital Outlay	-	900,000	900,000	900,000	-	-	2,700,000
<b>Vehicle Storage Shed &amp; Brine Building</b>	-	<b>23,500</b>	<b>235,500</b>	-	-	-	<b>259,000</b>
- General Fund / Capital Outlay	-	23,500	235,500	-	-	-	259,000
<b>Town Campus &amp; Public Works Parking Lot Resurfacing</b>	-	-	<b>385,000</b>	<b>165,000</b>	-	-	<b>550,000</b>
- General Fund / Capital Outlay	-	-	385,000	165,000	-	-	550,000
<b>Repurpose Depot Parking Lot</b>	-	-	-	-	<b>250,000</b>	<b>2,000,000</b>	<b>2,250,000</b>
- General Fund / Capital Outlay	-	-	-	-	250,000	2,000,000	2,250,000
<b>Fire Department Administration Building</b>	-	-	-	-	-	<b>3,150,000</b>	<b>3,150,000</b>
- Installment Purchase / Capital Lease	-	-	-	-	-	3,150,000	3,150,000
<b>Fire Station 7 (Olive Farm Area)</b>	-	-	-	-	-	<b>6,800,000</b>	<b>6,800,000</b>
- Installment Purchase / Capital Lease	-	-	-	-	-	6,800,000	6,800,000
<b>Fleet Fluid Pumps/Reclamation</b>	-	-	-	-	-	<b>100,000</b>	<b>100,000</b>
- General Fund / Capital Outlay	-	-	-	-	-	100,000	100,000
<b>Land Purchase for Affordable Housing</b>	-	-	-	-	-	<b>500,000</b>	<b>500,000</b>
- General Fund / Capital Outlay	-	-	-	-	-	500,000	500,000
<b>Police Department Addition/Renovation</b>	-	-	-	-	-	<b>6,600,000</b>	<b>6,600,000</b>
- Installment Purchase / Capital Lease	-	-	-	-	-	6,600,000	6,600,000
<b>Public Safety Station 8</b>	-	-	-	-	-	<b>8,550,000</b>	<b>8,550,000</b>
- Installment Purchase / Capital Lease	-	-	-	-	-	8,550,000	8,550,000

Public Works & Environmental Services							
Project Cost	2023-24	2024-25	2025-26	2026-27	2027-28	Future	Total
<b>Grapple Truck - Replacement</b>	<b>235,000</b>	-	-	-	-	-	<b>235,000</b>
- Installment Purchase / Capital Lease	235,000	-	-	-	-	-	235,000
<b>Fleet Services Field Response Truck - Replacement</b>	-	<b>225,000</b>	-	-	-	-	<b>225,000</b>
- General Fund / Capital Outlay	-	225,000	-	-	-	-	225,000
<b>Leaf Truck - Addition</b>	-	<b>280,000</b>	-	<b>288,000</b>	-	-	<b>568,000</b>
- General Fund / Capital Outlay	-	280,000	-	288,000	-	-	568,000
<b>Leaf Truck - Replacement</b>	-	-	<b>285,000</b>	-	<b>290,000</b>	-	<b>575,000</b>
- General Fund / Capital Outlay	-	-	285,000	-	290,000	-	575,000
<b>Right of Way Mowing Tractor - Replacement</b>	-	-	<b>140,000</b>	-	-	-	<b>140,000</b>
- General Fund / Capital Outlay	-	-	140,000	-	-	-	140,000
<b>Rear Loader - Addition</b>	-	-	-	<b>235,000</b>	-	-	<b>235,000</b>
- General Fund / Capital Outlay	-	-	-	235,000	-	-	235,000
<b>Tandem Semi Tractor w/ Wet Line</b>	-	-	-	-	<b>180,000</b>	-	<b>180,000</b>
- General Fund / Capital Outlay	-	-	-	-	180,000	-	180,000
<b>Dump Truck - Replacement</b>	-	-	-	-	-	<b>185,000</b>	<b>185,000</b>
- General Fund / Capital Outlay	-	-	-	-	-	185,000	185,000

**Town of Apex, North Carolina**  
**FY 2023 – 2024 Annual Budget**  

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**Capital Project Ordinance Amendment 2023-9**

**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:**

Federal Grants	\$	500,000
Transfer from General Fund	\$	2,125,000
Transfer from Transportation Reserve	\$	750,000
<b>Total Revenues</b>	<b>\$</b>	<b>3,375,000</b>

**Section 2. The expenditures anticipated are:**

Salem Street Bicycle Connection	\$	300,000
Justice Heights Extension	\$	750,000
School Improvement Cost Share	\$	825,000
Safe Routes to School	\$	1,000,000
Tingen Pedestrian Bridge	\$	500,000
<b>Total Expenditures</b>	<b>\$</b>	<b>3,375,000</b>

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

Adopted this the 13th day of June, 2023.

Attest:

\_\_\_\_\_  
Jacques K. Gilbert, Mayor

\_\_\_\_\_  
Allen Coleman, Town Clerk

**Town of Apex, North Carolina**  
**FY 2023 – 2024 Annual Budget**  

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**Capital Project Ordinance Amendment 2023-10**

**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	\$ 4,100,000
Transfer from Water Sewer Reserve	\$ 20,910,000
<b>Total Revenues</b>	<b>\$ 25,010,000</b>

**Section 2. The expenditures anticipated are:**

AMI - Smart Meters	\$ 4,100,000
Hwy 55 Booster Pump Station Upgrades	\$ 450,000
Roberts Road Water Line Connection	\$ 250,000
WWRWRF - Phase II Expansion	\$ 170,000
Wimberly Road Water Supply Vault	\$ 40,000
Big Branch 2 Pump Station	\$ 20,000,000
<b>Total Expenditures</b>	<b>\$ 25,010,000</b>

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

Adopted this the 13th day of June, 2023.

Attest:

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Jacques K. Gilbert, Mayor

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Allen Coleman, Town Clerk

**Town of Apex, North Carolina**  
**FY 2023 – 2024 Annual Budget**  

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**Capital Project Ordinance Amendment 2023-11**

**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	\$ 2,050,000
<b>Total Revenues</b>	<b>\$ 2,050,000</b>

**Section 2. The expenditures anticipated are:**

LED Replacements	\$ 250,000
East Williams Level Substation	\$ 1,800,000
<b>Total Expenditures</b>	<b>\$ 2,050,000</b>

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

Adopted this the 13th day of June, 2023.

Attest:

\_\_\_\_\_  
Jacques K. Gilbert, Mayor

\_\_\_\_\_  
Allen Coleman, Town Clerk

**Town of Apex, North Carolina**  
**FY 2023 – 2024 Annual Budget**  

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**Capital Project Ordinance Amendment 2023-12**

**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	\$ 600,000
<b>Total Revenues</b>	<b>\$ 600,000</b>

**Section 2. The expenditures anticipated are:**

Enviromental Education Center	\$ 300,000
Annual Miscellaneous Greenway Connections	\$ 300,000
<b>Total Expenditures</b>	<b>\$ 600,000</b>

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

Adopted this the 13th day of June, 2023.

Attest:

\_\_\_\_\_  
Jacques K. Gilbert, Mayor

\_\_\_\_\_  
Allen Coleman, Town Clerk



**Town of Apex, North Carolina**  
**FY 2023 – 2024 Annual Budget**  

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**Capital Project Ordinance Amendment 2023-13**

**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:**

Wake County Reimbursement Grant	\$ 100,000
Transfer from General Fund	\$ 2,350,000
<b>Total Revenues</b>	<b>\$ 2,450,000</b>

**Section 2. The expenditures anticipated are:**

GoApex Transit Bus Stops	\$ 200,000
Tunstall House	\$ 1,850,000
Public Safety Radio Project	\$ 150,000
Fire SCBA Project	\$ 250,000
<b>Total Expenditures</b>	<b>\$ 2,450,000</b>

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

Adopted this the 13th day of June, 2023.

Attest:

\_\_\_\_\_  
Jacques K. Gilbert, Mayor

\_\_\_\_\_  
Allen Coleman, Town Clerk

# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PUBLIC HEARING

Meeting Date: June 27, 2023

## Item Details

Presenter(s): Liz Loftin, Senior Planner

Department(s): Planning

### Requested Motion

Public Hearing and possible motion to approve Rezoning Application No. 23CZ07 940 Tingen Road. The applicant, Jeff Roach, P.E., Peak Engineering & Design, PLLC, seeks to rezone approximately .21 acres from Residential Agricultural (RA) to High Density Multi-Family Residential-Conditional Zoning (HDMF-CZ). The proposed rezoning is located at 940 Tingen Road.

### Approval Recommended?

The Planning Department recommends approval.

The Planning Board held a Public Hearing on June 12, 2023 and unanimously voted to recommend approval of the rezoning with the conditions offered by the applicant.

### Item Details

The property to be rezoned is identified as PIN 0741266614.

### Attachments

- PH4-A1: Staff Report - Rezoning Case No. 23CZ07 - 940 Tingen Rd
- PH4-A2: Vicinity Map - Rezoning Case No. 23CZ07 - 940 Tingen Rd
- PH4-A3: Planning Board Report to Town Council - Rezoning Case No. 23CZ07 - 940 Tingen Rd



## STAFF REPORT

### Rezoning #23CZ07 940 Tingen Road

June 27, 2023 Town Council Meeting



All property owners, tenants, and neighborhood associations within 300 feet of this rezoning have been notified per UDO Sec. 2.2.11 *Public Notification*.

#### **BACKGROUND INFORMATION:**

**Location:** 940 Tingen Road  
**Applicant:** Jeff Roach, P.E., Peak Engineering & Design, PLLC  
**Owner:** JVI Building & Development Inc.

#### **PROJECT DESCRIPTION:**

**Acreage:** ±.21 acres  
**PIN:** 0741266614  
**Current Zoning:** Residential Agricultural (RA)  
**Proposed Zoning:** High Density Multi-Family Residential-Conditional Zoning (HDMF-CZ)  
**2045 Land Use Map:** Medium/High Density Residential  
**Town Limits:** ETJ

#### **Adjacent Zoning & Land Uses:**

	<b>Zoning</b>	<b>Land Use</b>
<b>North:</b>	Residential Agricultural (RA)	Single Family Residential
<b>South:</b>	High Density Multi-Family Residential (HDMF-CZ #21CZ27)	Vacant
<b>East:</b>	Residential Agricultural (RA)	Tingen Rd; Single Family Residential; Vacant
<b>West:</b>	Residential Agricultural (RA); High Density Multi-Family Residential (HDMF-CZ #21CZ27)	Single Family Residential

#### **Existing Conditions:**

The site is located on the west side of Tingen Road and is currently vacant.

#### **Background:**

This property is located immediately north of Rezoning #21CZ27, which was approved by Town Council on January 10, 2023. A Master Subdivision Plan was submitted for that property on May 1, 2023. The plan is to include the area proposed to be rezoned into the subdivision that is currently under review.

#### **Neighborhood Meeting:**

The applicant conducted a neighborhood meeting on March 30, 2023. The neighborhood meeting report is attached.

#### **2045 Land Use Map:**

The 2045 Land Use Map designates the property as Medium/High Density Residential. The proposed rezoning to HDMF-CZ is consistent with the Land Use Map designation.

#### **WCPSS Coordination:**

No increase in density is proposed as part of this rezoning and so an impact letter from WCPSS was not requested.

## STAFF REPORT

### Rezoning #23CZ07 940 Tingen Road

June 27, 2023 Town Council Meeting



#### 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.

The applicant is proposing the following uses:

- Townhouse
- Multi-family or apartment
- Utility, minor
- Park, active
- Park, passive
- Greenway
- Recreation facility, private

#### PROPOSED ZONING CONDITIONS:

##### 1. Residential architectural standards:

- 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. For the homes, roof pitch shall be 5:12 or greater for 75% of the building designs.
- d. Garage doors must have windows, decorative details or carriage-style adornments on them.
- e. Front facades shall have horizontal relief achieved using recesses and projections.
- f. A varied color palette shall be utilized on homes throughout the subdivision and shall include varied trim, shutter, and accent color complementing the siding color.
- g. The rear and side elevations of the units that can be seen from the right-of-way shall have trim around the windows.
- h. The visible side of a townhome on a corner lot facing the public street shall contain at least 3 decorative elements such as, but not limited to, the following elements:
  - Bay window
  - Recessed window
  - Decorative window
  - Trim around the windows
  - Wrap-around porch or side porch
  - Two or more building materials
  - Decorative brick/stone
  - Decorative trim
  - Decorative shake
  - Decorative air vents on gables
  - Decorative cornice
  - Column on gable
  - Portico
  - Balcony
  - Dormer
  - Decorative gable

2. A 10' Type A Landscape Buffer is proposed along adjacent property lines. A 30' Type B Town of Apex Thoroughfare Street buffer along Tingen Road is proposed.
3. The development shall include a minimum of two (2) signs identifying environmentally sensitive areas to discourage pet waste and chemical use in the vicinity.
4. The development shall provide diverse and abundant pollinator sources (i.e., larval host plants, nectar, pollen, berries, and blooming plants) that bloom in succession from spring to fall. Species shall be selected from the Design and Development Manual or otherwise approved by Planning staff.
5. The development shall provide warm season grasses throughout the development as listed in the Design and Development Manual or otherwise approved by Planning staff.
6. Each dwelling unit shall be pre-configured with conduit for a future solar energy system.

## STAFF REPORT

### Rezoning #23CZ07 940 Tingen Road

June 27, 2023 Town Council Meeting



7. The developer shall provide at least two (2) pet waste stations within common open space.
8. Access to the property shall be provided by a right-in/right-out movement located approximately 150' north of Harbor Haven Drive as reviewed by the Town of Apex and NCDOT.
9. The project shall be one-hundred percent (100%) affordable housing through a partnership with an affordable housing provider. Said provider shall establish the housing affordability standards to provide residential units to buyers making less than one-hundred percent (100%) of the Area Median Income (AMI) for the Raleigh MSA. The Affordable Housing Units shall be occupied by low or median-income households earning no more than one-hundred percent (100%) of the Raleigh, NC MSA AMI, adjusted for family size as most recently published by the U.S. Department of Housing and Urban Development (HUD). The Affordable Housing Units shall include a minimum affordability period of no less than ten (10) years (the "Affordable Period"). Examples of an Affordable Housing Provider include, without limitation, Habitat for Humanity of Wake County, the White Oak Foundation, DHIC, or a similar entity identified prior to construction of the new residential units.
10. Existing sidewalk along Tingen Road is sufficient and construction and/or fee-in-lieu for the 10' Side Path identified on the Bicycle Pedestrian System Plan Map shall not be required.
11. Redevelopment of the property shall be completed in conjunction with the adjacent property identified by Wake County GIS as PIN 0741-26-4605.

#### **ENVIROMENTAL ADVISORY BOARD:**

This rezoning was exempt from meeting with the Apex Environmental Advisory Board (EAB) per Unified Development Ordinance (UDO) Section 2.1.9.A.2.c. The proposed rezoning is less than one acre.

#### **PLANNING STAFF RECOMMENDATION:**

Planning staff recommends approval of Rezoning #23CZ07 with the conditions as offered by the applicant.

#### **PLANNING BOARD RECOMMENDATION:**

The Planning Board held a public hearing on June 12, 2023 and unanimously recommended approval with the conditions as proposed by the applicant.

#### **ANALYSIS STATEMENT OF THE REASONABLENESS OF THE PROPOSED REZONING:**

This Statement will address consistency with the Town's comprehensive and other applicable plans, reasonableness, and effect on public interest:

The 2045 Land Use Map classifies the subject properties as Medium/High Density Residential. The proposed rezoning to High Density Multi-Family Residential Conditional Zoning (HDMF-CZ) is consistent with that land use classification.

The proposed rezoning is reasonable and in the public interest because it will expand the area available for an affordable housing subdivision and encourage compatible development of the property.



### CONDITIONAL ZONING STANDARDS:

The Town Council shall find the High Density Multi-Family-Conditional Zoning (HDMF-CZ) designation demonstrates compliance with the following standards. 2.3.3.F:

#### Legislative Considerations

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

- 1) *Consistency with 2045 Land Use Map.* The proposed Conditional Zoning 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 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 District use's compliance with Sec 4.4 *Supplemental Standards*, if applicable.
- 4) *Design minimizes adverse impact.* The design of the proposed Conditional Zoning 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 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 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 District use is substantially detrimental to adjacent properties.
- 9) *Not constitute nuisance or hazard.* Whether the proposed Conditional Zoning 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 District use complies with all standards imposed on it by all other applicable provisions of this Ordinance for use, layout, and general development characteristics.



Rezoning #23CZ07



Tingen Rd

West Haven  
Townhomes





# (REZONING) PETITION TO AMEND THE OFFICIAL ZONING DISTRICT MAP



## REZONING PETITION SUBMISSION:

Applications and fees are due by 12:00 pm on the first business day of each month. See the [Rezoning Schedule](#) on the website for details.

**LATE FEE: \$300**

## REZONING PETITION FEES:

Conditional Zoning: \$1,000.00

Rezoning: \$700.00\*

\*No zoning conditions may be added to address concerns of staff, adjacent property owners, Planning Board, or Town Council

**PRE-APPLICATION MEETING:** Separate pre-application meetings with the Technical Review Committee (TRC) and the Environmental Advisory Board (EAB) are required to be scheduled prior to the submittal of a PD Plan for PUD-CZ.

Pre-application meetings with the TRC are typically scheduled during regular business hours on the 1<sup>st</sup>, 2<sup>nd</sup>, and 5<sup>th</sup> Thursdays of the month and pre-application meetings with the EAB are held at 6 p.m. on the 3<sup>rd</sup> Thursday of the month during the regularly scheduled EAB meeting.

To schedule a meeting, applicants must e-mail a pdf map of the parcel(s) to be rezoned and a completed [Rezoning Pre-Application Meeting Request](#) form to Planner Lauren Staudenmaier ([lauren.staudenmaier@apexnc.org](mailto:lauren.staudenmaier@apexnc.org)) no later than five (5) working days prior to the desired meeting day.

**PURPOSE OF A CONDITIONAL ZONING:** Conditional Zoning (CZ) Districts are zoning districts in which the development and use of property is subject to the ordinance standards applicable to the corresponding general use district as well as additional rules, regulations, and conditions that are imposed as part of the legislative decision creating the district. A Conditional Zoning (CZ) District allows particular uses to be established only in accordance with site specific standards and conditions pertaining to each individual development project. All site-specific standards and conditions must be consistent with the objectives of these regulations, the adopted 2045 Land Use Map, and adopted area plans. The review process established in this part provides for the accommodation of such uses by a reclassification of property into a CZ District, subject to site-specific standards and conditions.

**NEIGHBORHOOD MEETING:** Neighborhood meetings are required per UDO Sec. 2.2.7 prior to application submission. The applicant is required to notify property owners, tenants, and any neighborhood association that represents citizens that are abutting or within 300 feet of the subject property via first class mail a minimum of 14 days in advance of the neighborhood meeting. The notification list must be obtained by emailing [addressing.team@apexnc.org](mailto:addressing.team@apexnc.org) and will be provided within 5-10 business days of the initial request. The applicant shall use their own return address on the envelopes as the meeting is a private meeting between the developer and the neighbors. The applicant shall submit "Neighborhood Meeting Packet" forms included in this application packet with their initial submittal.

**ANNEXATION REQUIREMENTS:** If a property or portion thereof subject to this rezoning is outside the corporate limits and ETJ, an [annexation petition](#) is **required** to be submitted on the same day as this application.

## Electronic Submittal Requirements (submit in IDT): [Click here to access IDT Plans Website](#)

- Upload one full copy of the application and other sheets listed below via IDT.

## Hard Copy Submittal Requirements: Submit to Planning Department

- One (1) original Rezoning Petition Application
- Written Metes and Bounds Legal Description
- Agent Authorization Form
- Affidavit of Ownership
- Neighborhood Meeting Packet
- If applicable: Annexation Petition, map, legal description, and \$200.00 fee
- Notification list including property owners of the land subject to the application, all property owners and tenants abutting and located within 300 feet of the land subject to the application, and any neighborhood association that represents citizens within the notification area. This list must be obtained by emailing [addressing.team@apexnc.org](mailto:addressing.team@apexnc.org) and will be provided within 5-10 business days of the initial request.
- Two (2) sets of envelopes addressed to property owners subject to the application and to those on the notification list.
  - Addresses must be from the notification list obtained by emailing [addressing.team@apexnc.org](mailto:addressing.team@apexnc.org)
  - Affixed with first class stamps and the following return address:  
Town of Apex  
Planning and Community Development  
P.O. Box 250  
Apex, NC 27502
- Petition Fee by one of the following forms of payment:
  - In person with Visa or Master Card;
  - Cash (exact amount only); or
  - Check payable to 'Town of Apex'



**NEIGHBORHOOD MEETING:** Neighborhood meetings are required per UDO Sec. 2.2.7 prior to application submission. The applicant is required to notify property owners, tenants, and any neighborhood association that represents citizens that are abutting or within 300 feet of the subject property via first class mail a minimum of 14 days in advance of the neighborhood meeting. The notification list must be obtained by emailing [addressing.team@apexnc.org](mailto:addressing.team@apexnc.org) and will be provided within 5-10 business days of the initial request. The applicant shall use their own return address on the envelopes as the meeting is a private meeting between the developer and the neighbors. In their initial submittal, the applicant shall submit the "Neighborhood Meeting Packet" forms included in this application packet. The Neighborhood Meeting Packet is located at the very end of this document.

**REVIEW FOR SUFFICIENCY:** Incomplete plans will be returned to the applicant and sufficiently complete applications are forwarded to TRC staff for review.

**REVIEW BY STAFF:** TRC staff reviews the application to determine compliance with the Unified Development Ordinance (UDO). If the application is determined not to be compliant with the UDO, comments will be sent to the applicant. The applicant must address all staff comments before any public hearings are scheduled.

**PUBLIC HEARING NOTIFICATION:** Notification of the public hearing will take place by three different methods.

1. A written notice will be prepared by Planning staff and sent to property owners, tenants, and neighborhood associations abutting and within 300 feet of the land subject to the application not more than 25 days nor less than 10 days prior to the public hearings, as required by the UDO.
2. A notice will be published on the Town of Apex website ([www.apexnc.org](http://www.apexnc.org)) no less than 10 days, but not more than 25 days, prior to the public hearings.
3. A public hearing sign will be posted at the land subject to the application at least 10 days prior to the public hearings.

**1<sup>ST</sup> PUBLIC HEARING/PLANNING BOARD MEETING:** The Planning Board will consider the application, relevant support materials, the Staff Report, and public testimony given at the public hearing. After the public hearing the Planning Board will make a recommendation to the Town Council. The Planning Board may recommend approval, approval with conditions, or disapproval. The application is then forwarded to the Town Council. The Planning Board meets at 4:30 p.m. in the Town Hall Council Chambers on the date indicated on the Rezoning Schedule.

**2<sup>ND</sup> PUBLIC HEARING/TOWN COUNCIL MEETING:** The Town Council will consider the application, relevant support materials, the Staff Report, the Planning Board recommendation, and public testimony given at the public hearing. After the public hearing the Town Council will vote to approve, approve with conditions, or disapprove the rezoning. The Town Council meets at 6:00 p.m. in the Town Council Chambers on the date indicated on the Rezoning Schedule.

## PETITION TO AMEND THE OFFICIAL ZONING MAP

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

Application #: #23CZ07 Submittal Date: 4-3-2023  
Fee Paid: \_\_\_\_\_

### Project Information

Project Name: Tingen Road Residential 940 (final project name TBD)  
Address(es): 940 Tingen Road  
PIN(s): 0741-26-6614  
Acreage: 0.2248 ac  
Current Zoning: RA Proposed Zoning: HDMF-CZ  
Current 2045 LUM Classification(s): Medium-High Density Residential  
Is the proposed rezoning consistent with the 2045 LUM Classification(s)? Yes ☒ No ☐

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

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

### Applicant Information

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

### Owner Information

Name: JVI Building & Construction, Inc. (attn: Joseph Iannone)  
Address: 2509 Southwinds Run  
City: Apex State: NC Zip: 27502  
Phone: \_\_\_\_\_ E-mail: joey@jviconstruction.com

### Agent Information

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

**PETITION INFORMATION**Application #: #23CZ07 Submittal Date: 4-3-2023

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

**PROPOSED USES:**

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

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

## PETITION INFORMATION

Application #: #23CZ07 Submittal Date: 4-3-2023

### PROPOSED CONDITIONS:

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

The Development of the property shall include the attached conditions.

Conditions are the same as committed to with the adjacent Tingen Road Residential project (zoning #21CZ27). One condition removed as it was not pertinent to the parcel being rezoned.

### LEGISLATIVE CONSIDERATIONS - CONDITIONAL ZONING

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

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

The 2045 LUM designation for the property is Medium-High Density Residential.  
The proposed zoning would facilitate the development of a residential townhouse community consistent with guidance in the UDO and Comprehensive Plan for properties with said designation.

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

The proposed rezoning property is adjacent to the Westhaven Community which is an existing tonwhouse community similar to the vision for the Tingen Road properties.  
As a result, the proposed rezoning will facilitate the development consistent with the adjacent properties.

## PETITION INFORMATION

Application #: #23CZ07 Submittal Date: 4-3-2023

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

New development will comply with supplemental use standards to the extend such standards are applicable under UDO Section 4.4.

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

Based upon the development of the Westhaven community, the proposed community will not connect to exist residential streets. While such connections are beneficial, they are rarely welcomed by owners in established neighborhoods adjacent to new developments.

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.

Development of the 0.21 acre property will be in conjunction to the adjacent 2.27 acre parcel. The development will be consistent with Town requirements to minimize the impact on existing stream buffers, wetlands, and environmentally sensitive areas to the maximum extent.

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

The property - while stand alone - would not support redevelopment redevelopment, it has been coupled with surrounding properties to form a small townhouse development of approximately 20 townhouses. This development will have no impact on the Town's ability to provide municipal services and utilities.

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

The proposed rezoning is consistent with the Town's long-range plans for development in the area. By providing residential infill, the project takes advantage of local infrastructure and avoids "bypass" development which can contribute to urban sprawl.

## PETITION INFORMATION

Application #: #23CZ07 Submittal Date: 4-3-23

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

The property is adjacent to existing residential developments and has proposed landscape buffer to protect said properties. The development is compatible with existing development patterns and suggests that the development will not have a detrimental impact on surrounding 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.

The proposed rezoning - combined with an adjacent property - will facilitate the development of a townhouse community to match surrounding developments and in keeping with the Town's Comprehensive Plan. Based upon the surrounding properties and proposed development, the rezoning will not create a nuisance in the area.

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 project will follow the adopted Unified Development Ordinance (UDO) and other adopted plans for the project's design standards.

## **Tingen Road Residential 940 Zoning Conditions**

The following zoning conditions shall apply to the development of 940 Tingen Road:

[conditions are identical to the zoning of 1010 Tingen Road – case #21CZ27]

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

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

8. Access to the property shall be provided by a right-in/right-out movement located approximately 150' north of Harbor Haven Drive as reviewed by the Town of Apex and NCDOT (shared with 1010 Tingen Road).
9. The project shall be one-hundred percent (100%) affordable housing through a partnership with an affordable housing provider. Said provider shall establish the housing affordability standards to provide residential units to buyers making less than one-hundred percent (100%) of the Area Median Income (AMI) for the Raleigh MSA. The Affordable Housing Units shall be occupied by low or median-income households earning no more than one-hundred percent (100%) of the Raleigh, NC MSA AMI, adjusted for family size as most recently published by the U.S. Department of Housing and Urban Development (HUD). The Affordable Housing Units shall include a minimum affordability period of no less than ten (10) years (the "Affordable Period"). Examples of an Affordable Housing Provider include, without limitation, Habitat for Humanity of Wake County, the White Oak Foundation, DHIC, or a similar entity identified prior to construction of the new residential units.
10. Existing sidewalk along Tingen Road is sufficient and construction and/or Fee-in-lie for 10' Side Path identified on the Bicycle Pedestrian System Plan Map shall not be required.
11. Redevelopment of the property shall be completed in conjunction with the adjacent property identified by Wake County GIS as PIN 0741-26-4605.



## AGENT AUTHORIZATION FORM

Application #: #23CZ07

Submittal Date: 4-3-2023

JVI Building & Development, Inc. (Joseph Iannone) is the owner\* of the property for which the attached application is being submitted:

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

The property address is: 940 Tingen Road

The agent for this project is: Peak Engineering & Design, PLLC

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

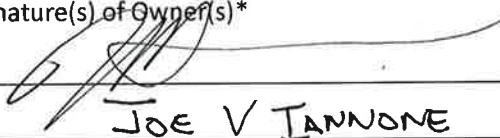
Agent Name: Jeff Roach, P.E. (Peak Engineering & Design, PLLC)

Address: 1125 Apex Peakway, Apex, NC 27502

Telephone Number: (919) 439-0100

E-Mail Address: jroach@peakengineering.com

Signature(s) of Owner(s)\*

  
JOE V IANNONE

Type or print name

3-31-23

Date

\_\_\_\_\_

Type or print name

\_\_\_\_\_

Date

Attach additional sheets if there are additional owners.

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

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

**AFFIDAVIT OF OWNERSHIP**Application #: #23CZ07 Submittal Date: 4-3-2023The undersigned, Joseph Iannone (the "Affiant") first being duly sworn, hereby swears or affirms as follows:

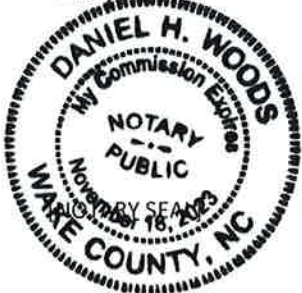
1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the sole owner, or is the authorized agent of all owners, of the property located at 940 Tingen Road and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").
2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.
3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated 12/29/2022, and recorded in the Wake County Register of Deeds Office on 12/29/2022, in Book 19232 Page 2696-2698.
4. If Affiant is the authorized agent of the owner(s) of the Property, Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).
5. If Affiant is the owner of the Property, from the time Affiant was deeded the Property on 12/29/2022, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on 12/29/2022, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.

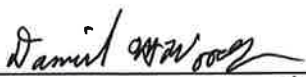
This the 31 day of MARCH, 2023.

 (seal)  
JOE V IANNONE  
 Type or print name

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

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



  
 Notary Public DANIEL H. WOODS  
 State of North Carolina  
 My Commission Expires: 11/18/2023

Application #: #23CZ07 Submittal Date: 4-3-23

**Insert legal description below.**

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

**P.O. Box 457**

**Apex, N.C. 27502**

**(919) 362-7111**

**Firm License No. C-0155**

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

BEGINNING at an existing iron pipe bearing NAD 83 (2011) coordinate values of North 716,688.80 feet, East 2,042,559.77 feet; thence South 73° 24' 21" East, 139.77 feet to an iron pipe set on the western right of way of Tingen Road ~ NCSR 1153 (D.B. 15689, PG. 2770); thence with Tingen Road right of way South 18° 28' 28" West, 70.22 feet to an existing iron pipe; thence North 73° 24' 21" West, 139.32 feet to a nail set at base of existing iron pipe (disturbed); thence North 18° 06' 27" East, 70.20 feet to the BEGINNING, containing 0.2248 total acres more or less.

The above-described area is recorded in:

D.B. 19232, PG. 2696 (Tract One) ~ PIN 0741-26-6614

This description prepared for the sole purpose to rezone a property and for no other use.

**PRELIMINARY**

**NORTH CAROLINA GENERAL WARRANTY DEED**

Excise Tax: \$ 1690.00

Parcel Identifier No 0045417 and 0014351 verified by \_\_\_\_\_ County on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Mail/Box to: Grantee

This instrument was prepared by: cl atty: David R Godfrey, 315 S Salem Street Suite 100 Apex, NC 27502

Brief description for the Index: two tracts Tingen Road

THIS DEED made this 29th day of December, 2022, by and between

GRANTOR	GRANTEE
<b>JOSEPH V. IANNONE, JR., and wife, RENEE IANNONE</b>	<b>JVI BUILDING &amp; DEVELOPMENT, INC. a NC corporation</b>
<b>Address: 2509 Southwinds Run Apex, NC 27502</b>	<b>Address: 2509 Southwinds Run Apex, NC 27502</b>

Enter in appropriate block for each Grantor and Grantee: name, mailing address, and, if appropriate, character of entity, e.g. corporation or partnership.

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, all that certain lot or parcel of land situated in White Oak Township, Wake County, North Carolina and more particularly described as follows:

See Exhibit A attached for legal description.

Renee Iannone joins in this deed without warranty of any type for the limited purpose of conveying her marital interest in the property described herein.

Submitted electronically by David R Godfrey SAVAGE AND GODFREY in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Wake County Register of Deeds.

The property hereinabove described was acquired by Grantor by Book 19033 Page 1581 and Book 18487 Page 250 Wake County Registry.

All or a portion of the property herein conveyed    includes or   x   does not include the primary residence of a Grantor.



A map showing the above described property is recorded in Book of Maps 1997 Page 1930 (Tract 2) 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 covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

Subject to easements and restrictions of record, matters shown on recorded plats of the subject property and ad valorem taxes for the current year.

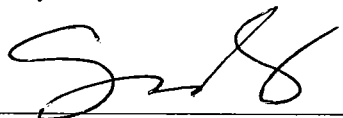
IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

  
 \_\_\_\_\_  
 JOSEPH V. IANNONE, JR  
  
 \_\_\_\_\_  
 RENEE IANNONE

State of North Carolina  
 County of Wake

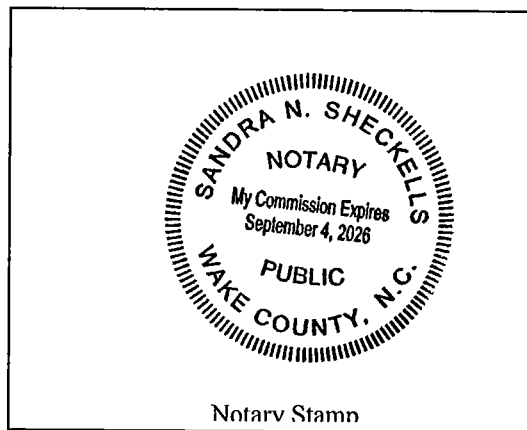
I, a Notary Public of the County and State aforesaid do hereby certify that Joseph V Iannone Jr and wife, Renee Iannone personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal this 29th day of December, 2022.

  
 \_\_\_\_\_  
 Notary Public

My Commission Expires:

9-4-26



JVI  
R61

## EXHIBIT A

Updated legal description provided  
by Smith & Smith Surveyors (sheet  
included for reference only).

**Tract One:** ID#0045417

BEGINNING at a stake on the west side of Old Apex-Holly Springs Road; said stake being the southeast corner of Plumber McClain; runs thence westerly along the line of said Plumber McClain 150 feet to a stake, the southwest corner for said McClain; thence South 21 degrees West along a new line for Sally Comander 70 feet to a stake, a new corner for Sally Comander; thence easterly along a new line for Sally Comander, said line being parallel with the first line 150 feet to a stake in the west margin of said road; thence North 21 degrees East along the west margin of said road 70 feet to the BEGINNING, and being a part of that land conveyed to Sally Comander by deed of HB Baldwin and wife Mary, dated August 6, 1934, and recorded in Book 734 Page 514, Wake County Registry.

LESS AND EXCEPT the right of way to Town of Apex as recorded in Book 15689 Page 2770 Wake County Registry.

**Tract Two:** ID#0014351

BEING all of Tract B, 2.27 acres, Boundary and Recombination Survey for Robert A Bryan and wife, Jean B Bryan and Joseph Cleveland Galloway, as recorded in Book of Maps 1997 Page 1930 Wake County Registry.

LESS AND EXCEPTED from the above described tract that certain right of way to the Town of Apex as recorded in Book 15693 Page 2712 Wake County Registry.

Excise Tax: \$4

Prepared By and  
After Recording Mail To: Henry Fordham, Town Attorney, P.O. Box 250, Apex, NC 27502

Brief Description for Index: ROW, TCE - Apex

Parcel Identifier: Portion of #0045417

STATE OF NORTH CAROLINA DEED OF RIGHT OF WAY

COUNTY OF WAKE

THIS DEED, made and executed this 28<sup>th</sup> day of May, 2014, by and between

GRANTOR	GRANTEE
Reginald Judd, and Tony Judd, unmarried	TOWN OF APEX, a municipal corporation of the State of North Carolina P.O. Box 250 Apex, NC 27502

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns and shall include the singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH:

WHEREAS, the Grantor is the Owner of that certain tract of land, consisting of approximately 0.21 acres, and which is designated as PIN #0741-26-6614 by the Wake County Revenue Department, and which is more particularly described in that certain deed recorded in Deed Book 14086, Page 1536, Wake County Registry ("Grantor's Lands"), and Grantor has agreed to convey to the Grantee, according to the terms set forth below, the fee simple right-of-way and the easements described below.

FEE SIMPLE RIGHT-OF-WAY:

WITNESSETH, that the Grantor, for a valuable consideration paid to Grantor by the Grantee, the receipt and sufficiency of which is acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple all that certain lot or parcel of land situated in the Town of Apex, Wake County, North Carolina which is more particularly described as follows:

Being that certain area designated as "Right of Way" by markings defined in the Legend and consisting of 736.1 square feet, all as shown on that certain survey plat entitled "REFERENCE EXHIBIT "A" OF THE REGINALD & TONY JUDD PROPERTY" by Chance Surveying Company, P.A., said survey plat being attached hereto as Exhibit A (hereinafter the "Survey").

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee, its successors and assigns in fee simple forever.



TEMPORARY CONSTRUCTION EASEMENT:

WITNESSETH, that the Grantor, for a valuable consideration paid to Grantor by the Grantee, the receipt and sufficiency of which is acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee a temporary construction easement to construct and install street, sidewalk, drainage improvements, facilities, and appurtenances said temporary construction easements being in that certain limited portion of Grantor's Lands described as follows:

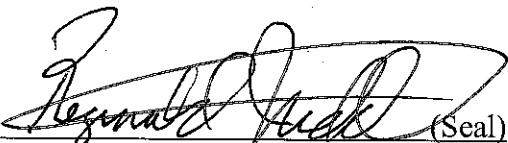
Being that certain area designated as "Temporary Construction Easement" by markings defined in the Legend and consisting of 843.0 square feet, all as shown on the Survey.

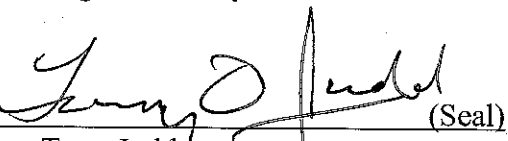
TO HAVE AND TO HOLD the aforesaid temporary construction easement rights until the construction is completed at which time the temporary construction easements shall terminate.

1. The Town shall have the right to remove and control vegetation and other obstructions in the easement(s).
2. Following the Town's use of the easement area(s) herein referenced and described, the Town shall re-seed disturbed lands lying within the easement(s) in accordance with generally recognized professional engineering and landscaping practices.

Grantor hereby represents, warrants and covenants that: (i) Grantor is seized of Grantor's Lands in fee simple; (ii) Grantor has the right and authority to convey the easements to Grantee; (iii) the easements are free from any and all encumbrances; and (iv) Grantor will defend Grantee's (and Grantee's successors' and assigns') title to the easements against all lawful claims of other parties.

IN WITNESS WHEREOF, the Grantor has hereunto set his/her/its hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, or if a limited liability company has caused this instrument to be signed by a member/manager thereof, the day and year first above written.

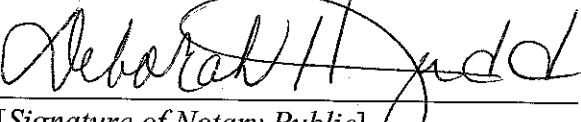
By:  (Seal)  
Reginald Judd

By:  (Seal)  
Tony Judd

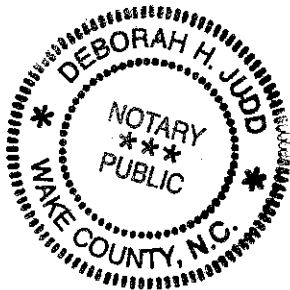
NORTH CAROLINA  
WAKE COUNTY

I do hereby certify that REGINALD JUDD personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 28<sup>th</sup> day of May, 2014.

  
[Signature of Notary Public]


My Commission Expires: June 20, 2017



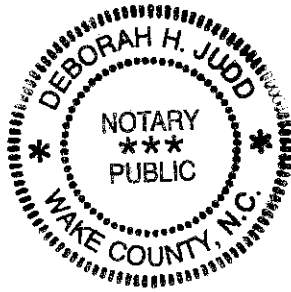
NORTH CAROLINA  
WAKE COUNTY

I do hereby certify that TONY JUDD personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 28<sup>th</sup> day of May, 2014.

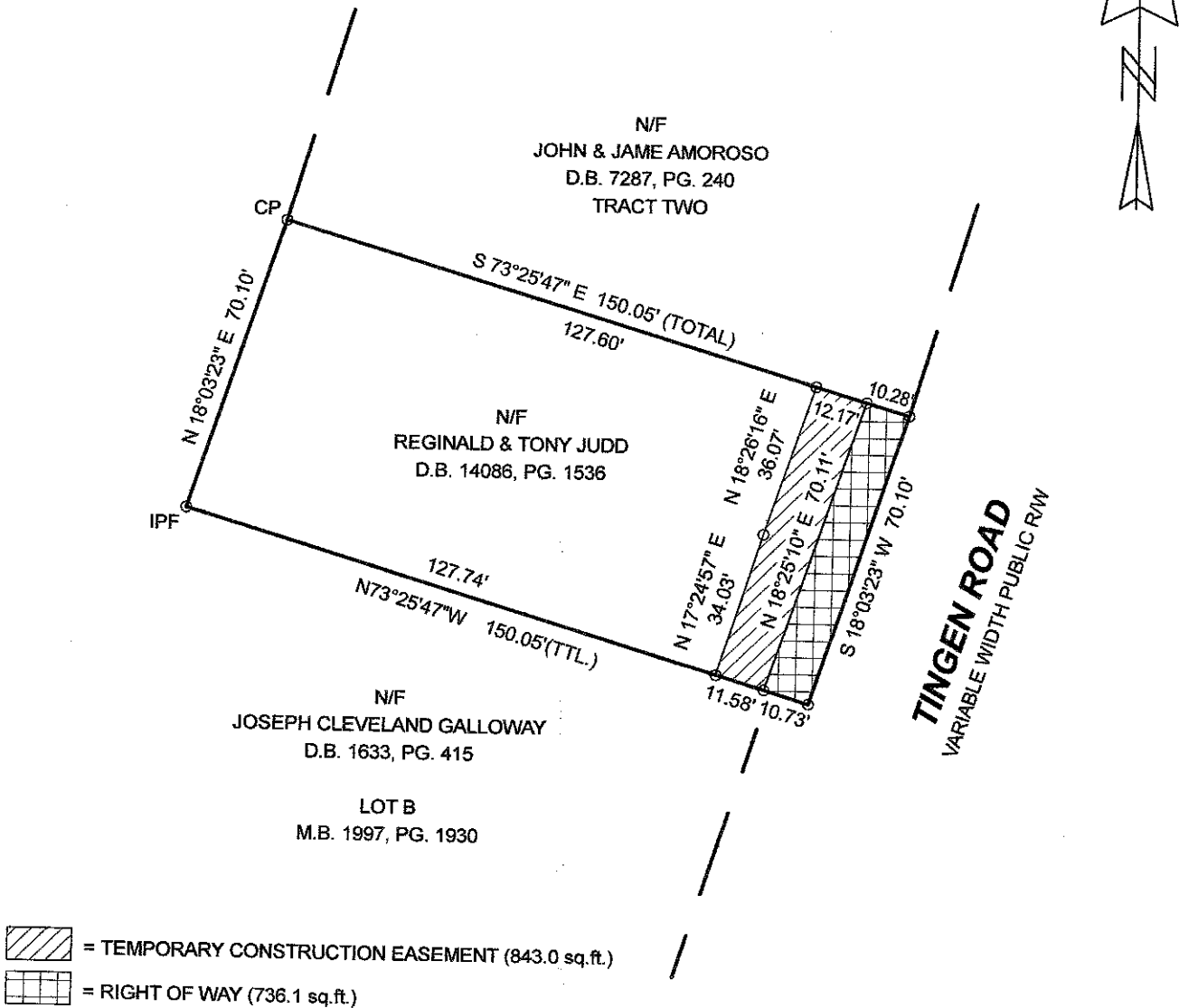
  
[Signature of Notary Public]

My Commission Expires: June 20, 2017

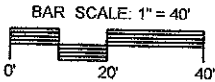


SCALE: 1" = 40'	LOT ____ SECTION ____ BLOCK ____ PHASE ____ SUBDIVISION _____ AS RECORDED IN MAP BOOK ____ PAGE ____ WAKE COUNTY REGISTRY.	LEGEND: ○ = EXISTING IRON PIPE ● = NEW IRON PIPE ⊙ = COMPUTED POINT □ = CONCRETE MONUMENT D = DECK P = PORCH ■ = ELECTRIC TRANSFORMER MH = MANHOLE LP = LIGHT POLE PP = POWER POLE -OE- = OVERHEAD ELECTRIC LINE *-* = FENCE SH = SHED S = STOOP
DATE: 16 MAY 2014	NOTES: 1. ALL AREAS ARE BY COORDINATE GEOMETRY. 2. ALL DISTANCES ARE HORIZONTAL GROUND UNLESS OTHERWISE NOTED. 3. NORTH ARROW IS PER RECORDED MAP OR DEED LISTED ABOVE UNLESS OTHERWISE NOTED.	
FILE NAME: Judd Exhibit.dwg		
TOWNSHIP: WHITE OAK		

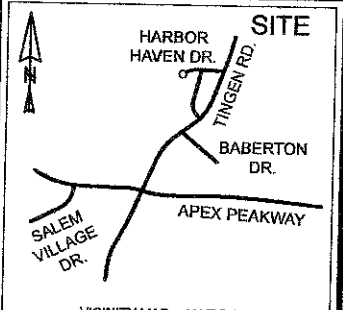
- NOTES:
- 1. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES.
  - 2. AREAS BY COORDINATE GEOMETRY.
  - 3. HORIZONTAL AND VERTICAL DATUM PROVIDED BY THE TOWN OF APEX ENGINEERING DEPARTMENT.



REFERENCE EXHIBIT "A" OF THE  
REGINALD & TONY JUDD PROPERTY  
WAKE COUNTY, NORTH CAROLINA



6900 FIELD HILL ROAD  
RALEIGH, NORTH CAROLINA - 27603  
**CHANCE SURVEYING COMPANY, P.A.**  
LICENSE NO. C-2964  
www.chancesurvey.com  
PHONE (919) 329-5795  
EMAIL: kchance@nc.rr.com



## 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](mailto:studentassignment-gis-group@wcpss.net)

Developer Company Information	
<b>Company Name</b>	JVI Building & Development, Inc.
<b>Company Phone Number</b>	(919) 387-8846
<b>Developer Representative Name</b>	Joseph Iannone
<b>Developer Representative Phone Number</b>	(919) 387-8846
<b>Developer Representative Email</b>	joey@jviconstruction.com

New Residential Subdivision Information	
<b>Date of Application for Subdivision</b>	April 3, 2023
<b>City, Town or Wake County Jurisdiction</b>	Apex
<b>Name of Subdivision</b>	Tingen Road Residential (final name TBD)
<b>Address of Subdivision (if unknown enter nearest cross streets)</b>	940 Tingen Road
<b>REID(s)</b>	0045417
<b>PIN(s)</b>	0741-26-6614

Projected Dates Information	
<b>Subdivision Completion Date</b>	June 2025
<b>Subdivision Projected First Occupancy Date</b>	August 2025

Lot by Lot Development <i>Information</i>																	
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	3							1600	2200			2025	3				
Condos																	
Apartments																	
Other	#23CZ07	#23CZ07	4-3-2023	4-3-2023	4-3-23												



# Instruction Packet and Affidavit for Neighborhood Meetings

Town of Apex  
Planning Dept  
PO Box 250  
Apex, NC 27502

T: 919-249-3426  
F: 919-249-3338

This packet consists of instructions and templates for conducting a required Neighborhood Meeting. Planning staff are available to advise you in the preparation of these materials. Call the Planning Department at (919) 249-3426 for more information.

## WHAT IS THE PURPOSE OF A NEIGHBORHOOD MEETING?

A neighborhood meeting is a required form of community outreach to receive initial feedback regarding certain project types and any long range plan amendments directly associated with such projects prior to submittal to the Planning Department per the standards found in UDO Sec. 2.2.7.B. The intent of the meeting is to initiate neighbor communication and identify issues and concerns early on and provide the applicant an opportunity to address neighbor concerns about the potential impacts of the project prior to submitting an application. A neighborhood meeting is valid for six (6) months prior to the submission of an application; a delay in submission requires a new neighborhood meeting.

## WHEN IS A NEIGHBORHOOD MEETING REQUIRED?

- Rezoning (including Planned Unit Developments);
- Major Site Plans;
- Minor Site Plans for the uses "Day care facility", "Government service", "School, public or private", "Restaurant, drive-through", and "Convenience store with gas sales";
- Residential Master Subdivision Plans (excluding exempt subdivisions); or
- Special Use Permits

## INSTRUCTIONS

Prior to submitting an application for a Rezoning; Major Site Plan; Minor Site Plans for the uses "Day care facility", "Government service", "School, public or private", "Restaurant, drive-through", or "Convenience store with gas sales"; residential Master Subdivision Plan (excluding exempt subdivisions); or Special Use Permit, the applicant must conduct at least one (1) Neighborhood Meeting. **The notices for this Neighborhood Meeting shall not be mailed until after the pre-application meeting with the Technical Review Committee has been held.** This meeting may be held in-person or virtually. Virtual meetings shall provide a dial-in option in addition to a link to participate by internet. The applicant shall submit all forms included in this packet with the initial application submittal.

The Neighborhood Meeting must be held in accordance with the following rules:

### These groups and individuals must be invited to the meeting:

- The applicant is required to notify the Planning Department, all property owners 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, not including the day of mailing. The applicant shall send an email to [addressing.team@apexnc.org](mailto:addressing.team@apexnc.org) to request the notification list as early as possible in order to receive the list in time for the mailing. The list will be provided within 5-10 business

days of the initial request. The applicant shall use their own return address on the envelopes as the meeting is a private meeting between the applicant and the neighbors.

- The applicant shall include with the meeting notice a vicinity map in addition to the materials listed under “Mailing and handout requirements” below.

**The meeting must be held within specific timeframes and meet certain requirements:**

- The meeting must be held for a minimum of two (2) hours, Monday through Thursday, during the 5:00 p.m. - 9:00 p.m. time period. The meeting cannot be held on Town recognized holidays (<http://www.apexnc.org/calendar.aspx>).
- In-person meetings:
  - Meeting shall be held at a place that is generally accessible to neighbors that reside in close proximity to the land subject to the application.
  - A sign-in sheet must be used in order to verify attendance. Ensure each attendee signs in. Please note if any person(s) refuses to sign in. Note if no one attended.
- Virtual meetings:
  - Meeting shall be held via an interactive online video conferencing software such as Microsoft Teams, Zoom, WebEx, or any similar platform of the applicant’s choice. A dial-in option shall be provided.
  - An attendance sheet must be used to log known attendees at the virtual meeting. Note if no one attended.
- Mailing and handout requirements to help facilitate discussion:
  - For rezonings (excluding rezonings to PUD-CZ, TND-CZ and MEC-CZ):
    - A vicinity map and existing zoning map of the area; and
    - An exhibit(s) showing any proposed long range plan amendment(s), if applicable.
  - For rezonings to PUD-CZ, TND-CZ and MEC-CZ; Major Site Plans; Minor Site Plans for the uses “Day care facility”, “Government service”, “School, public or private”, “Restaurant, drive-through”, and “Convenience store with gas sales”; residential Master Subdivision Plans; and Special Use Permits:
    - A vicinity map and preliminary plans of the proposed development. Neighbors may request emailed/mailed copies of the maps or plans from the applicant by checking the “send plans” box on the sign-in sheet; applicant shall provide reduced copies upon request. For virtual meetings, the applicant must ask meeting participants if they would like any materials emailed/mailed to them; and
    - An exhibit showing all proposed long range plan amendments, if applicable.
  - Printed copies must equal the number of notices required to be sent.
  - Contact information for the applicant’s representative and Town Staff must be provided on the attached “Project Contact Information” form.
  - “Common Construction Issues & Who to Call” sheet (attached) must be included as part of the handout.
  - A copy of the handout must be included as part of the Neighborhood Meeting report.
- The agenda of the meeting shall include:
  - Explanation of all processes the meeting is being held for (rezoning, subdivision, etc.).
  - Explanation of future meetings (additional neighborhood meetings, Planning Board, Town Council, etc.).
  - Explanation of development proposal – uses and conditions for rezonings, layout for subdivision and site plans, and builder/end user if known/public knowledge.
- Questions or concerns by attendees, and responses by the applicant, if any, must be noted. For in person meetings, provide blank comment sheets or notecards for neighbors to submit

written comments. For virtual meetings, copy all questions and answers entered into the meeting's chat feature before closing the meeting and save them into a document. The applicant shall also include any questions and concerns received via written correspondence (such as email) or phone call along with responses provided by the applicant.

- The applicant shall be responsible for notifying any neighbors who check the "Send Plans & Updates" box on the sign-in sheet of any additional neighborhood meetings and the actual submittal date to the Town with a link to the Town of Apex's Interactive Development Map.

**For accountability purposes, please submit the following with your application:**

- A copy of the letter mailed to the Planning Department, neighbors, and neighborhood organizations (use attached invitation template);
- A list of those persons and neighborhood organizations invited to the meeting;
- A copy of the sign-in sheet (use attached sign-in sheet template);
- A summary of the meeting and a list of any changes made to the project as a result of the neighborhood comments (use attached meeting summary template);
- The affidavit, signed, dated, and notarized (use attached affidavit template); and
- One (1) reduced copy of the maps and/or plans included in the invitation and presented to the neighbors at the Neighborhood Meeting.



# 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.

3/14/2023

Date

Neighborhood meeting is being held for both the rezoning and Master Subdivision Plan discussion.

Dear Neighbor:

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

1010 Tingen Road

PIN 0741-26-4605

940 Tingen Road

PIN 0741-26-6614

Address(es)

PIN(s)

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

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

Application Type		Approving Authority
<input checked="" type="checkbox"/>	Rezoning (including Planned Unit Development)	Town Council
<input type="checkbox"/>	Major Site Plan	Technical Review Committee (staff)
<input type="checkbox"/>	Minor Site Plan for the uses "Day care facility", "Government service", "School, public or private", "Restaurant, drive-through", or "Convenience store with gas sales"	Technical Review Committee (staff)
<input type="checkbox"/>	Special Use Permit	Board of Adjustment (QJPH*)
<input checked="" type="checkbox"/>	Residential Master Subdivision Plan (excludes exempt subdivisions)	Technical Review Committee (staff)

\*Quasi-Judicial Public Hearing: The Board of Adjustment cannot discuss the project prior to the public hearing.

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

Residential townhome subdivision. The meeting will discuss the rezoning of .21 acres and also be used

to discuss Master Subdivision for 2.27 acres.

Estimated submittal date: Zoning: 4/3/2023 Master Subdivision: 5/1/2023

## MEETING INFORMATION:

Property Owner(s) name(s):

JVI Building & Development, Inc.

Applicant(s):

Peak Engineering and Design, PLLC

Contact information (email/phone):

Jeff Roach - Engineer for Applicant (jroach@peakengineering.com)

Meeting Address:

Meeting invitation is attached

Date/Time of meeting\*\*:

Thursday, March 30, 2023; 5:00 PM

Welcome: 5:00 - 5:10 PM

Project Presentation: 5:10 - 5:30 PM

Question & Answer: 5:30

\*\*Meetings shall occur between 5:00 p.m.-9:00 p.m. on a Monday through Thursday (excluding Town recognized holidays). If you have questions about the general process for this application, please contact the Planning 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>.

# 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: Tingen Road Residential Zoning: HDMF-CZ

Location: 1010 Tingen Rd. & 940 Tingen Rd.

Property PIN(s): 0741-26-4605, 0741-26-6614 Acreage/Square Feet: 2.48 acres

Property Owner: JVI Building & Development, Inc.

Address: 2509 Southwinds Run

City: Apex State: NC Zip: 27502

Phone: \_\_\_\_\_ Email: joey@jviconstruction.com

Developer: JVI Building & Development, Inc.

Address: 2509 Southwinds Run

City: Apex State: NC Zip: 27502

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Engineer: Peak Engineering & Design, PLLC (attn: Jeff Roach, P.E.)

Address: 1125 Apex Peakway

City: Apex State: NC Zip: 27502

Phone: 919-439-0100 Fax: \_\_\_\_\_ Email: jroach@peakengineering.com

Builder (if known): TBD

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

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

Town of Apex Department Contacts	
Planning Department Main Number (Provide development name or location to be routed to correct planner)	(919) 249-3426
Parks, Recreation & Cultural Resources Department Angela Reincke, Parks 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

## Tingen Road – Master Subdivision Plan Neighborhood Meeting

### How to Participate:

Join Zoom Meeting: Thursday, March 30, 2023 (5:00 PM start)

<https://us02web.zoom.us/j/89101481885>

Registration is required by the Town of Apex to track attendance at the meeting.

Upon registration, you will receive a confirmation on how to access the meeting.

You may email [jroach@peakengineering.com](mailto:jroach@peakengineering.com) or [lbass@peakengineering.com](mailto:lbass@peakengineering.com) to request the Zoom meeting link.

Meeting ID: 891 0148 1885

One tap mobile

+13052241968,,89101481885# US

+13092053325,,89101481885# US

Dial by your location

+1 305 224 1968 US

+1 309 205 3325 US

+1 312 626 6799 US (Chicago)

+1 646 931 3860 US

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

+1 346 248 7799 US (Houston)

+1 360 209 5623 US

+1 386 347 5053 US

+1 507 473 4847 US

+1 564 217 2000 US

+1 669 444 9171 US

+1 669 900 6833 US (San Jose)

+1 689 278 1000 US

+1 719 359 4580 US

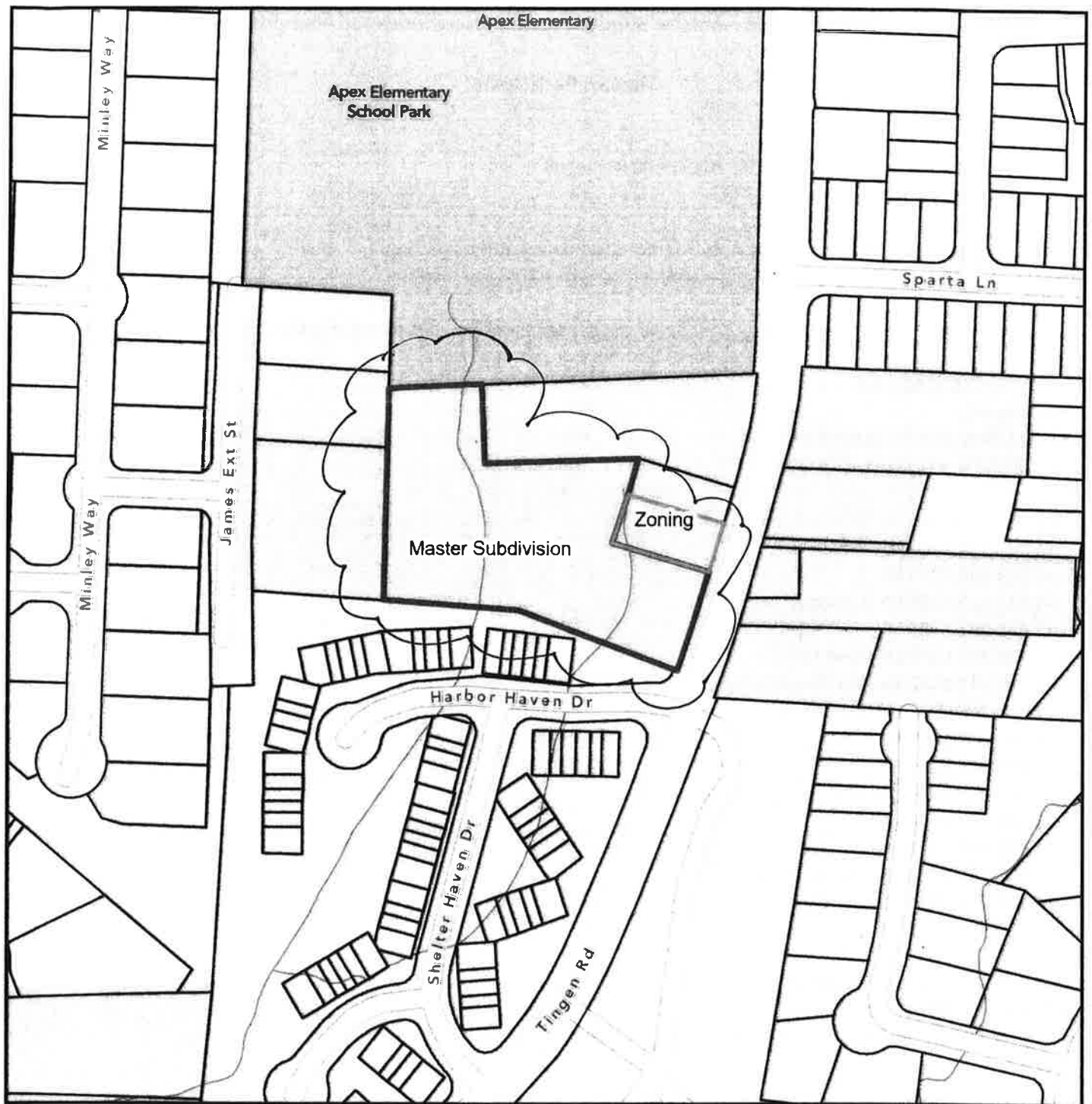
+1 253 205 0468 US

+1 253 215 8782 US (Tacoma)

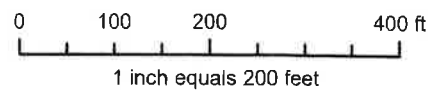
Meeting ID: 891 0148 1885

Find your local number: <https://us02web.zoom.us/j/89101481885>

- If you have difficulty connecting or have technical difficulties during the meeting, you can email [jroach@peakengineering.com](mailto:jroach@peakengineering.com) or call (919) 439-0100. We will do our best to assist.
- During the meeting, participants will be muted by default. Participants' video will be off by default (i.e. only the presenters will be visible.) We ask that you remain on mute until recognized by the presenter to avoid confusion during the meeting.
- If you are participating via your computer, iPhone or Android device, you can submit questions/comments by using the Raise hand and/or Chat features. If you use Raise Hand, a panelist will either unmute you to allow you to speak, or will chat with you to solicit your questions/comments.
- If you are participating via telephone, you can submit questions/comment prior to and during the meeting via email at [jroach@peakengineering.com](mailto:jroach@peakengineering.com).



## Tingen Road Residential



### **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.



N



- Page 341 -

0 150 300 600 ft

1 inch equals 300 feet

**Disclaimer**

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

### 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 2<sup>nd</sup> and 4<sup>th</sup> 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](mailto: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.

<b>Noise &amp; Hours of Construction:</b>	<b>Non-Emergency Police</b>	<b>919-362-8661</b>
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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.

<b>Construction Traffic:</b>	<b>James Misciagno</b>	<b>919-372-7470</b>
------------------------------	------------------------	---------------------

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).

<b>Road Damage &amp; Traffic Control:</b>	<b>Water Resources – Infrastructure Inspections</b>	<b>919-362-8166</b>
---	---	---------------------

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.

<b>Parking Violations:</b>	<b>Non-Emergency Police</b>	<b>919-362-8661</b>
----------------------------	-----------------------------	---------------------

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.

<b>Dirt in the Road:</b>	<b>James Misciagno</b>	<b>919-372-7470</b>
--------------------------	------------------------	---------------------

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.

<b>Dirt on Properties or in Streams:</b>	<b>James Misciagno</b> <b>Danny Smith</b>	<b>919-372-7470</b> <b><a href="mailto:Danny.Smith@ncdenr.gov">Danny.Smith@ncdenr.gov</a></b>
--	--	--

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](mailto:danny.smith@ncdenr.gov)) with the State.

<b>Dust:</b>	<b>James Misciagno</b>	<b>919-372-7470</b>
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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.

<b>Trash:</b>	<b>James Misciagno</b>	<b>919-372-7470</b>
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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.

<b>Temporary Sediment Basins:</b>	<b>James Misciagno</b>	<b>919-372-7470</b>
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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.

<b>Stormwater Control Measures:</b>	<b>Jessica Bolin</b>	<b>919-249-3537</b>
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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.

<b>Electric Utility Installation:</b>	<b>Rodney Smith</b>	<b>919-249-3342</b>
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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.



200 HARBOR HAVEN DR	0741263427	ABU, JARADEH ABDALLAH JAMAL ABU, JARADEH FATMA HANYAMIN	200 HARBOR HAVEN DR	APEX NC 27502-4602
103 SHELTER HAVEN DR	0741264225	ACHETT, JOSEPH V. GEORGE, ROSE N.	7022 NOONWOOD CT	SAN JOSE CA 95120-2225
216 HARBOR HAVEN DR	0741261445	ALILI, ABBAS	216 HARBOR HAVEN DR	APEX NC 27502-4602
936 TINGEN RD	0741266820	AMOROSO, JOHN AMOROSO, JAME L	936 TINGEN RD	APEX NC 27502-8736
202 HARBOR HAVEN DR	0741263407	AMZ HOME SERVICES LLC	4264 VALLONIA DR	CARY NC 27519-6704
1118 KISSENA LN	0741268262	ARTIS, SHANAE M	1118 KISSENA LN	APEX NC 27502-1864
1743 MINLEY WAY	0741168692	BAIG, SHABNAM ALI, SYED OMAR	1743 MINLEY WAY	APEX NC 27502-5776
0 TINGEN RD	0741267558	BALDWIN, H B HEIRS	PO BOX 2331	RALEIGH NC 27602-2331
1731 MINLEY WAY	0741169805	BHANDARU, KAMESWARI BHANDARU, SRINIVAS	1731 MINLEY WAY	APEX NC 27502-5776
1755 MINLEY WAY	0741168396	BHATIA, VINIT J	1755 MINLEY WAY	APEX NC 27502-5776
109 HARBOR HAVEN DR	0741264353	BORGE, FERNANDO	109 HARBOR HAVEN DR	APEX NC 27502-4726
1747 MINLEY WAY	0741168594	BRADLEY, STUART MICHAEL TRUSTEE STU BRADLEY LIVING TRUST	1747 MINLEY WAY	APEX NC 27502-5776
1735 MINLEY WAY	0741168796	BUCKLEY, PHILIP H BUCKLEY, KRISTEN A	1735 MINLEY WAY	APEX NC 27502-5776
1723 MINLEY WAY	0741179003	BURKEMPER, DAMIAN WOODRING, AMY	1723 MINLEY WAY	APEX NC 27502-5776
113 JAMES EXT ST	0741261811	BYRD, ALBERT HEIRS	115 JAMES EXT ST	APEX NC 27502-2021
117 JAMES EXT ST	0741261618	BYRD, ISOLINE M	117 JAMES EXT ST	APEX NC 27502-2021
4 SPARTA LN	0741268992	CARRENO, MARY ALICE	4 SPARTA LN	APEX NC 27502-1226
108 SHELTER HAVEN DR	0741262287	CERRETTI, LAUREN	108 SHELTER HAVEN DR	APEX NC 27502-4725
1003 TINGEN RD	0741269566	CHAVIS, FRANCES E EPPS, CURTIS LEROY	PO BOX 153	APEX NC 27502-0153
108 HARBOR HAVEN DR	0741264477	DAY, PRISCILLA	108 HARBOR HAVEN DR	APEX NC 27502-4684
220 HARBOR HAVEN DR	0741260491	EASON, VANESSA M TRUSTEE THE VANESSA M EASON REVOCABLE LIVING TRUST	5505 MERION STATION DR	APEX NC 27539-3623
935 TINGEN RD	0741269830	EASTON, HARRISON JR EASTON, DOROTHY	935 TINGEN RD	APEX NC 27502-8737
1130 KISSENA LN	0741268364	EL, HAJJAMI ISSAM ESSADKI, RHIZLANE	1130 KISSENA LN	APEX NC 27502-1864
0 TINGEN RD	0741267486	EPPS, DANIEL JR EPPS, CURTIS LEROY	501 BURTON ST	FUQUAY VARINA NC 27526-1607
230 HARBOR HAVEN DR	0741260279	EUDAILEY, LORI ELAINE	230 HARBOR HAVEN DR	APEX NC 27502-4602
2 SPARTA LN	0741268951	FANG, XIFENG DING, WEI	604 PRAIRIE MEADOWS CT	CARY NC 27519-6306
214 HARBOR HAVEN DR	0741261466	FINCHER, MARK W FINCHER, IANA F	110 AVERY CIR	CARY NC 27511-3820
204 HARBOR HAVEN DR	0741262487	FLORES-TAN, CARMELA S TAN, ALDIN N	604 ALDEN BRIDGE DR	CARY NC 27519-8326
206 HARBOR HAVEN DR	0741262467	FRITTS, PATRICIA R	206 HARBOR HAVEN DR	APEX NC 27502-4602
0 TINGEN RD	0741268652	GALLOWAY, JOSEPH CLEVELAND	211 JAMES ST	APEX NC 27502-2121
107 HARBOR HAVEN DR	0741264373	GAO, DI	1413 CRETE DR	RALEIGH NC 27606-2586
1126 KISSENA LN	0741268370	HABITAT FOR HUMANITY OF WAKE COUNTY INC	2420 N RALEIGH BLVD	RALEIGH NC 27604-2235
224 HARBOR HAVEN DR	0741260387	HALPIN, JOHN	224 HARBOR HAVEN DR	APEX NC 27502-4602
222 HARBOR HAVEN DR	0741260399	HARTMAN, JOSEPH WILLIAM TRUSTEE HARTMAN, DEVIKA TRUSTEE	713 OLD RIDE DR	HOLLY SPRINGS NC 27540-6357
1134 KISSENA LN	0741268378	HILL, STEPHANIE V	1134 KISSENA LN	APEX NC 27502-1864
1010 TINGEN RD	0741264605	IANNONE, JOSEPH V JR	2509 SOUTHWINDS RUN	APEX NC 27502-6512
102 SHELTER HAVEN DR	0741263304	INMAN, JAMES EDWARD	102 SHELTER HAVEN DR	APEX NC 27502-4725
1001 TINGEN RD	0741360405	JOHNSON, MARY G JOHNSON, TRACY M	1007 TINGEN RD	APEX NC 27502-8766
104 SHELTER HAVEN DR	0741262392	KATHPALIA, JEETENDER KATHPALIA, SUPREET	3409 SIENNA HILL PL	CARY NC 27519-5220
1727 MINLEY WAY	0741169904	KAZEZIAN, HRATCH KAZEZIAN, SALPI M	1727 MINLEY WAY	APEX NC 27502-5776
101 HARBOR HAVEN DR	0741265333	KELLY, BRIAN KELLY, KATHLEEN	1207 CAIRPHILLY CASTLE CT	APEX NC 27502-4064
1122 KISSENA LN	0741268267	KHATORI, HAMID SEMRI, OUAFAE	1122 KISSENA LN	APEX NC 27502-1864
111 HARBOR HAVEN DR	0741264333	LAMY, ALLAN J	111 HARBOR HAVEN DR	APEX NC 27502-4726
112 SHELTER HAVEN DR	0741262273	LEGACY PROPETIES USA LLC	10628 MARION STONE WAY	RALEIGH NC 27614-9891
218 HARBOR HAVEN DR	0741261425	LEWIS, RICHARD JAMES LEWIS, RUTH A	218 HARBOR HAVEN DR	APEX NC 27502-4602
105 SHELTER HAVEN DR	0741264233	LIVSHIN, JAMIE L LIVSHIN, JAMES	1202 WATERFORD GREEN DR	APEX NC 27502-6210
106 SHELTER HAVEN DR	0741262390	LOCKHART, DAVID G LOCKHART, KATHLEEN	3204 RIGHTERS MILL WAY	APEX NC 27539-3627
101 SHELTER HAVEN DR	0741264207	LODHI, KHALID LODHI, NUDRAT K	7624 SPURGE DR	FAYETTEVILLE NC 28311-9265
105 HARBOR HAVEN DR	0741264393	LOMELINO, JENNIFER D	105 HARBOR HAVEN DR	APEX NC 27502-4726
107 SHELTER HAVEN DR	0741264232	LOVERDE, NICHOLAS	107 SHELTER HAVEN DR	APEX NC 27502-4789
939 TINGEN RD	0741268658	MANGUM, STELLA J HEIRS	C/O PATRICIA M BECKWITH	2909 EARTH DR
118 HARBOR HAVEN DR	0741263478	MCMILLIAN, BERYL	118 HARBOR HAVEN DR	APEX NC 27502-4684
100 SHELTER HAVEN DR	0741263316	MUSE, EMMIE M	100 SHELTER HAVEN DR	APEX NC 27502-4725
109 SHELTER HAVEN DR	0741264241	ORR, KATHERINE M	109 SHELTER HAVEN DR	APEX NC 27502-4789
0 SPARTA LN	0741268911	PERRY HILL HOMEOWNERS ASSOC	3308 WHITTINGHAM DR	NEW HILL NC 27562-8985
212 HARBOR HAVEN DR	0741261486	PHILLIPS, VANESSA	212 HARBOR HAVEN DR	APEX NC 27502-4602
228 HARBOR HAVEN DR	0741262230	PLATT, JO ELLEN	228 HARBOR HAVEN DR	APEX NC 27502-4602
112 HARBOR HAVEN DR	0741264437	RAHILLY, BRENDAN E	112 HARBOR HAVEN DR	APEX NC 27502-4684
1114 KISSENA LN	0741268146	RASZMANN, MICHAEL PHILLIP HODGES, SARAH ELIZABETH	1114 KISSENA LN	APEX NC 27502-1864
110 SHELTER HAVEN DR	0741262284	RAUSCHENBACH, JANET L	110 SHELTER HAVEN DR	APEX NC 27502-4725
114 HARBOR HAVEN DR	0741264417	ROCHMAN, JULIO ROCHMAN, DIANA	2808 BISHOP BROOK CT	CARY NC 27519-7722
112 LITTON ST	0741360636	ROMINGER, TIM	112 LITTON ST	APEX NC 27502-1228
				APEX NC 27539-6266

0741169875	SALEM VILLAGE OWNERS ASSOCIATION INC
0741179382	SALEM VILLAGE OWNERS ASSOCIATION INC
0741168495	SALLUSTO, MICHAEL SALLUSTO, KRISTY
0741264448	SCHWARTZ, ROXANNE
0741260277	SHAKED, KEREN SHAKED, MOSHE
0741260276	SPENCE, SHANNON
0741263497	STEEN, CLAUDIA
0741265313	STRAND, DONNA STRAND, KELVIN
0741262437	TANIS, MARTIN L
0741260385	TAYLOR, BRIDGET A
0741272284	WAKE COUNTY BOARD OF EDUCATION
0741266052	WEST HAVEN NC LLC
0741261195	WESTHAVEN TOWNHOMES HOMEOWNERS ASSN
0741262407	WILLIAMS, RAMEY
0741264168	ZHAO, KAIYU YANG, LILI

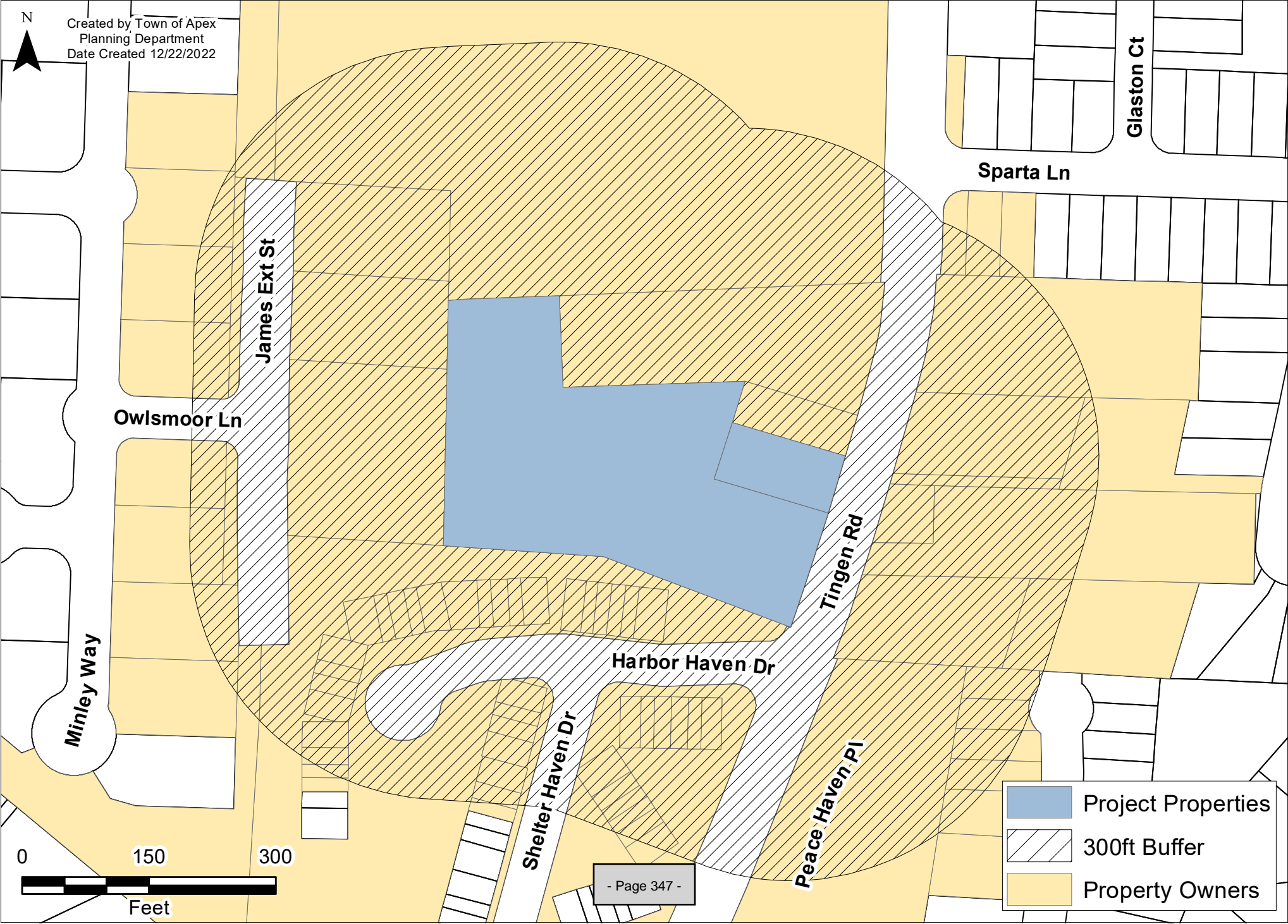
PO BOX 97243  
1100 PERIMETER PARK DR STE 112  
1751 MINLEY WAY  
110 HARBOR HAVEN DR  
232 HARBOR HAVEN DR  
234 HARBOR HAVEN DR  
116 HARBOR HAVEN DR  
103 HARBOR HAVEN DR  
208 HARBOR HAVEN DR  
226 HARBOR HAVEN DR  
RE SERVICES DIRECTOR  
THE MILLENNIA COMPANIES  
PPM  
210 HARBOR HAVEN DR  
621 BLACKBURY LN  
PO BOX 250  
101 Harbor Haven DR  
107 Harbor Haven DR  
114 Harbor Haven DR  
202 Harbor Haven DR  
204 Harbor Haven DR  
214 Harbor Haven DR  
220 Harbor Haven DR  
222 Harbor Haven DR  
113 James Ext ST  
1124 Kissena LN  
1128 Kissena LN  
1136 Kissena LN  
111 Peace Haven PL  
112 Peace Haven PL  
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712 Peace Haven PL

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Current Tenant	713 Peace Haven PL	APEX NC 27502
Current Tenant	714 Peace Haven PL	APEX NC 27502
Current Tenant	721 Peace Haven PL	APEX NC 27502
Current Tenant	722 Peace Haven PL	APEX NC 27502
Current Tenant	723 Peace Haven PL	APEX NC 27502
Current Tenant	724 Peace Haven PL	APEX NC 27502
Current Tenant	731 Peace Haven PL	APEX NC 27502
Current Tenant	732 Peace Haven PL	APEX NC 27502
Current Tenant	733 Peace Haven PL	APEX NC 27502
Current Tenant	734 Peace Haven PL	APEX NC 27502
Current Tenant	811 Peace Haven PL	APEX NC 27502
Current Tenant	812 Peace Haven PL	APEX NC 27502
Current Tenant	813 Peace Haven PL	APEX NC 27502
Current Tenant	814 Peace Haven PL	APEX NC 27502
Current Tenant	821 Peace Haven PL	APEX NC 27502
Current Tenant	822 Peace Haven PL	APEX NC 27502
Current Tenant	823 Peace Haven PL	APEX NC 27502
Current Tenant	824 Peace Haven PL	APEX NC 27502
Current Tenant	831 Peace Haven PL	APEX NC 27502
Current Tenant	832 Peace Haven PL	APEX NC 27502
Current Tenant	833 Peace Haven PL	APEX NC 27502
Current Tenant	834 Peace Haven PL	APEX NC 27502
Current Tenant	101 Shelter Haven DR	APEX NC 27502
Current Tenant	103 Shelter Haven DR	APEX NC 27502
Current Tenant	104 Shelter Haven DR	APEX NC 27502
Current Tenant	105 Shelter Haven DR	APEX NC 27502
Current Tenant	106 Shelter Haven DR	APEX NC 27502
Current Tenant	111 Shelter Haven DR	APEX NC 27502
Current Tenant	112 Shelter Haven DR	APEX NC 27502
Current Tenant	210 Shelter Haven DR	APEX NC 27502
Current Tenant	2 Sparta LN	APEX NC 27502
Current Tenant	700 Tingen RD	APEX NC 27502
Current Tenant	939 Tingen RD	APEX NC 27502
Current Tenant	940 Tingen RD	APEX NC 27502
Current Tenant	1001 Tingen RD	APEX NC 27502
Current Tenant	1003 Tingen RD	APEX NC 27502

Created by Town of Apex Planning Department  
Date Created 12/22/2022

# Notified Properties Within 300ft of Project Properties



# 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: VIRTUAL MEETING - https://us02web.zoom.us/j/89101481885

Date of meeting: March 30, 2023 Time of meeting: 5:00 - 7:00 pm

Property Owner(s) name(s): JVI Building & Construction, Inc.

Applicant(s): Peak Engineering & Design, PLLC (attn: Jeff Roach, P.E.)

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.					
2.					
3.					
4.	Jeff Roach Peak Engineering & Design, PLLC	1125 Apex Peakway Apex, NC 27502	(919) 439-0100	jroach@peakengineering.com	
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): JVI Building & Construction, Inc.

Applicant(s): Peak Engineering & Design, PLLC (attn: Jeff Roach, P.E.)

Contact information (email/phone): jroach@peakengineering.com (919) 439-0100

Meeting Address: VIRTUAL MEETING - <https://us02web.zoom.us/j/89101481885>

Date of meeting: March 30, 2023

Time of meeting: 5:00 - 7:00 pm

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

Question/Concern #1:

THERE WERE NO ATTENDEES AT THE MEETING - AND NO QUESTIONS WERE ASKED.

Applicant's Response:

Question/Concern #2:

Applicant's Response:

Question/Concern #3:

Applicant's Response:

Question/Concern #4:

Applicant's Response:

# AFFIDAVIT OF CONDUCTING A NEIGHBORHOOD MEETING, SIGN-IN SHEET AND ISSUES/RESPONSES SUBMITTAL

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

I, Jeffrey A. Roach, P.E., do hereby declare as follows:

Print Name

1. I have conducted a Neighborhood Meeting for the proposed Rezoning, Major Site Plan, Minor Site Plan, Residential Master Subdivision Plan, or Special Use Permit in accordance with UDO Sec. 2.2.7.B *Neighborhood Meeting*.
2. The meeting invitations were mailed to the Apex Planning Department, all property owners and tenants abutting and within 300 feet of the subject property and any neighborhood association that represents citizens in the notification area via first class mail a minimum of 14 days in advance of the Neighborhood Meeting.
3. The meeting was conducted at VIRTUAL TEAMS MEETING (location/address) on March 30, 2023 (date) from 5:00 pm (start time) to 7:00 pm (end time).
4. I have included the mailing list, meeting invitation, sign-in sheet, issue/response summary, and zoning map/reduced plans with the application.
5. I have prepared these materials in good faith and to the best of my ability.


3/31/2023  
Date

By: 

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

Sworn and subscribed before me, DANIEL H. WOODS, a Notary Public for the above State and County, on this the 31 day of MARCH, 20 23.



  
Notary Public  
DANIEL H. WOODS  
Print Name

My Commission Expires: 11/18/2023





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

**PUBLIC NOTIFICATION  
OF PUBLIC HEARINGS**  
CONDITIONAL ZONING #23CZ07  
940 Tingen Road

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/Authorized Agent:** Jeff Roach, P.E., Peak Engineering & Design, PLLC  
**Property Address:** 940 Tingen Road  
**Acreage:** ±.21 acres  
**Property Identification Number (PIN):** 0741266614  
**2045 Land Use Map Designation:** Medium/High Density Residential  
**Existing Zoning of Property:** Residential Agricultural (RA)  
**Proposed Zoning of Property:** High Density Multi-Family Residential-Conditional Zoning (HDMF-CZ)

**Public Hearing Location:** Apex Town Hall  
Council Chamber, 2<sup>nd</sup> Floor  
73 Hunter Street, Apex, North Carolina

**Planning Board Public Hearing Date and Time: June 12, 2023 4:30 PM**

You may attend the meeting in person or view the meeting through the Town's YouTube livestream at:  
<https://www.youtube.com/c/townofapexgov>.

If you are unable to attend, you may provide a written statement by email to [public.hearing@apexnc.org](mailto:public.hearing@apexnc.org), or submit it to the clerk of the Planning Board, Jeri Pederson (73 Hunter Street or USPS mail - P.O. Box 250, Apex, NC 27502), at least two business days prior to the Planning Board vote. You must provide your name and address for the record. The written statements will be delivered to the Planning Board prior to their vote. Please include the Public Hearing name in the subject line.

A separate notice of the Town Council public hearing on this project will be mailed and posted in order to comply with State public notice requirements.

**Vicinity Map:**



Property owners, tenants, and neighborhood associations within 300 feet of the proposed conditional zoning have been sent this notice via first class mail. All interested parties may submit comments with respect to the application by the means specified above. In addition to the above map, the location of the property may be viewed online at <https://maps.apexnc.org/iMaps>. The 2045 Land Use Map may be viewed online at [www.apexnc.org/DocumentCenter/View/478](https://www.apexnc.org/DocumentCenter/View/478). You may call 919-249-3426, Planning Department, with questions or for further information. To view the petition and related documents on-line: <https://www.apexnc.org/DocumentCenter/View/42702>.

Dianne F. Khin, AICP  
Planning Director

Published Dates: May 26, 2023 – June 12, 2023



Published Dates: May 26, 2023 - June 12, 2023



**TOWN OF APEX**  
PO BOX 250  
APEX, NORTH CAROLINA 27502  
TELEFONO 919-249-3426

**NOTIFICACIÓN PÚBLICA DE AUDIENCIAS PÚBLICAS**  
ORDENAMIENTO TERRITORIAL CONDICIONAL #23CZ07  
940 Tingen Road

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:** Jeff Roach, P.E., Peak Engineering & Design, PLLC  
**Agente autorizado:** Jeff Roach, P.E., Peak Engineering & Design, PLLC  
**Dirección de la propiedad:** 940 Tingen Road  
**Superficie:** ±0.21 acres  
**Números de identificación de la propiedad:** 0741266614  
**Designación actual en el Mapa de Uso Territorial para 2045:** Medium/High Density Residential  
**Ordenamiento territorial existente de la propiedad:** Residential Agricultural (RA)  
**Ordenamiento territorial propuesto para la propiedad:** High Density Multi-Family Residential-Conditional Zoning (HDMF-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:** 12 de junio de 2023 4:30 P.M.  
Puede asistir a la reunión de manera presencial o seguir la transmisión en directo por YouTube a través del siguiente enlace: <https://www.youtube.com/c/townofapexgov>.

Si no puede asistir, puede enviar una declaración escrita por correo electrónico a [public.hearing@apexnc.org](mailto:public.hearing@apexnc.org), o presentarla a la secretaria de la Junta de Planificación, Jeri Pederson (73 Hunter Street o por correo USPS a P.O. Box 250, Apex, NC 27502), al menos dos días hábiles antes de la votación de la Junta de Planificación. Debe proporcionar su nombre y dirección para que conste en el registro. Las declaraciones escritas se entregarán a la Junta de Planificación antes de la votación. No olvide incluir el nombre de la audiencia pública en el asunto.

De conformidad con los requisitos estatales de notificaciones públicas, se enviará por correo y se publicará por separado una notificación de la audiencia pública del Consejo Municipal sobre este proyecto.

Mapa de las inmediaciones:



Los propietarios, inquilinos y asociaciones de vecinos en un radio de 300 pies del Ordenamiento Territorial Condicional propuesto han recibido esta notificación por correo postal de primera clase. Todas las partes interesadas pueden presentar comentarios sobre la solicitud a través de los medios especificados anteriormente. La ubicación de la propiedad también puede verse aquí: <https://maps.raleighnc.gov/maps>. Puede ver el Mapa de Uso Territorial para 2045 aquí: [www.apexnc.org/DocumentCenter/View/4278](https://www.apexnc.org/DocumentCenter/View/4278). Si tiene preguntas o desea obtener más información, puede comunicarse con el Departamento de Planificación al 919-249-3426. Puede ver la solicitud y otros documentos relacionados aquí: <https://www.apexnc.org/DocumentCenter/View/42702>.

Dianne F. Khin, AICP  
Directora de Planificación

Fechas de publicación: 26 de mayo de 2023 - 12 de junio de 2023





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

**PUBLIC NOTIFICATION  
OF PUBLIC HEARINGS**  
CONDITIONAL ZONING #23CZ07  
940 Tingen Road

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**Public Hearing Location:** Apex Town Hall  
Council Chamber, 2<sup>nd</sup> 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:** June 27, 2023 6:00 PM  
You may attend the meeting in person or view the meeting through the Town's YouTube livestream at:  
<https://www.youtube.com/c/townofapexgov>.

If you are unable to attend, you may provide a written statement by email to [public.hearing@apexnc.org](mailto:public.hearing@apexnc.org), or submit it to the Office of the Town Clerk (73 Hunter Street or USPS mail - P.O. Box 250, Apex, NC 27502), at least two business days prior to the Town Council vote. You must provide your name and address for the record. The written statements will be delivered to the Town Council prior to their vote. Please include the Public Hearing name in the subject line.

**Vicinity Map:**



Property owners, tenants, and neighborhood associations within 300 feet of the proposed conditional zoning have been sent this notice via first class mail. All interested parties may submit comments with respect to the application by the means specified above. In addition to the above map, the location of the property may be viewed online at <https://maps.raleighbnc.gov/lmaps>. The 2045 Land Use Map may be viewed online at [www.apexnc.org/DocumentCenter/View/478](https://www.apexnc.org/DocumentCenter/View/478). You may call 919-249-3426, Planning Department, with questions or for further information. To view the petition and related documents on-line: <https://www.apexnc.org/DocumentCenter/View/478>.

Dianne F. Khin, AICP  
Planning Director


Published Dates: June 2- June 27, 2023



**TOWN OF APEX**

CA DE AUDIENCIAS PÚBLICAS

Published Dates: June 2- June 27, 2023



**TOWN OF APEX**  
POST OFFICE BOX 250  
APEX, NORTH CAROLINA 27502  
TELÉFONO 919-248-3426

**NOTIFICACIÓN PÚBLICA DE AUDIENCIAS PÚBLICAS**  
**ORDENAMIENTO TERRITORIAL CONDICIONAL #23CZ07**  
940 Tingen Road

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 y el Consejo Municipal del Ayuntamiento de Apex. El propósito de estas audiencias es considerar lo siguiente:

**Solicitante/Agente autorizado:** Jeff Roach, P.E., Peak Engineering & Design, PLLC  
**Dirección de la propiedad:** 940 Tingen Road  
**Superficie:** ±.21 acres  
**Números de identificación de la propiedad:** 0741266614  
**Designación actual en el Mapa de Uso Territorial para 2045:** Medium/High Density Residential  
**Ordenamiento territorial existente de la propiedad:** Residential Agricultural (RA)  
**Ordenamiento territorial propuesto para la propiedad:** High Density Multi-Family Residential-Conditional Zoning (HDMF-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:** 27 de junio de 2023 6:00 P.M.  
Puede asistir a la reunión de manera presencial o seguir la transmisión en directo por YouTube a través del siguiente enlace: <https://www.youtube.com/c/townofapexgov>.

Si no puede asistir, puede enviar una declaración escrita por correo electrónico a [public.hearing@apexnc.org](mailto:public.hearing@apexnc.org), o presentarla a la oficina del Secretario Municipal (73 Hunter Street o por correo USPS a P.O. Box 250, Apex, NC 27502), al menos dos días hábiles antes de la votación del Consejo Municipal. Debe proporcionar su nombre y dirección para que conste en el registro. Las declaraciones escritas se entregarán al Consejo Municipal antes de la votación. No olvide incluir el nombre de la audiencia pública en el asunto.

**Mapa de las inmediaciones:**



Los propietarios, inquilinos y asociaciones de vecinos en un radio de 300 pies del Ordenamiento Territorial Condicional propuesto han recibido esta notificación por correo postal de primera clase. Todas las partes interesadas pueden presentar comentarios sobre la solicitud a través de los medios especificados anteriormente. La ubicación de la propiedad también puede verse aquí: <https://maps.raleighnc.gov/maps>. Puede ver el Mapa de Uso Territorial para 2045 aquí: [www.apexnc.org/DocumentCenter/View/478](https://www.apexnc.org/DocumentCenter/View/478). Si tiene preguntas o desea obtener más información, puede comunicarse con el Departamento de Planificación al 919-248-3426. Puede ver la solicitud y otros documentos relacionados aquí: <https://www.apexnc.org/DocumentCenter/View/42202>.

Dianne F. Khin, AICP  
Directora de Planificación

Fechas de publicación: 2 de junio-27 de junio de 2023





## TOWN OF APEX

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

## PUBLIC NOTIFICATION OF PUBLIC HEARINGS CONDITIONAL ZONING #23CZ07 940 Tingen Road

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/Authorized Agent:** Jeff Roach, P.E., Peak Engineering & Design, PLLC

**Property Address:** 940 Tingen Road

**Acreage:** ±.21 acres

**Property Identification Number (PIN):** 0741266614

**2045 Land Use Map Designation:** Medium/High Density Residential

**Existing Zoning of Property:** Residential Agricultural (RA)

**Proposed Zoning of Property:** High Density Multi-Family Residential-Conditional Zoning (HDMF-CZ)

**Public Hearing Location:** Apex Town Hall  
Council Chamber, 2<sup>nd</sup> Floor  
73 Hunter Street, Apex, North Carolina

### **Planning Board Public Hearing Date and Time: June 12, 2023 4:30 PM**

You may attend the meeting in person or view the meeting through the Town's YouTube livestream at:  
<https://www.youtube.com/c/townofapexgov>.

If you are unable to attend, you may provide a written statement by email to [public.hearing@apexnc.org](mailto:public.hearing@apexnc.org), or submit it to the clerk of the Planning Board, Jeri Pederson (73 Hunter Street or USPS mail - P.O. Box 250, Apex, NC 27502), at least two business days prior to the Planning Board vote. You must provide your name and address for the record. The written statements will be delivered to the Planning Board prior to their vote. Please include the Public Hearing name in the subject line.

**A separate notice of the Town Council public hearing on this project will be mailed and posted in order to comply with State public notice requirements.**

### **Vicinity Map:**



Property owners, tenants, and neighborhood associations within 300 feet of the proposed conditional zoning have been sent this notice via first class mail. All interested parties may submit comments with respect to the application by the means specified above. In addition to the above map, the location of the property may be viewed online at <https://maps.raleighnc.gov/imaps>. The 2045 Land Use Map may be viewed online at [www.apexnc.org/DocumentCenter/View/478](http://www.apexnc.org/DocumentCenter/View/478). You may call 919-249-3426, Planning Department, with questions or for further information. To view the petition and related documents on-line: <https://www.apexnc.org/DocumentCenter/View/42702>.

Dianne F. Khin, AICP  
Planning Director





**TOWN OF APEX**  
PO BOX 250  
APEX, NORTH CAROLINA 27502  
TELÉFONO 919-249-3426

**NOTIFICACIÓN PÚBLICA DE AUDIENCIAS PÚBLICAS**  
**ORDENAMIENTO TERRITORIAL CONDICIONAL #23CZ07**  
**940 Tingen Road**

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:** Jeff Roach, P.E., Peak Engineering & Design, PLLC

**Agente autorizado:** Jeff Roach, P.E., Peak Engineering & Design, PLLC

**Dirección de la propiedad:** 940 Tingen Road

**Superficie:** ±0.21 acres

**Números de identificación de la propiedad:** 0741266614

**Designación actual en el Mapa de Uso Territorial para 2045:** Medium/High Density Residential

**Ordenamiento territorial existente de la propiedad:** Residential Agrícola (RA)

**Ordenamiento territorial propuesto para la propiedad:** High Density Multi-Family Residential-Conditional Zoning (HDMF-CZ)

**Lugar de la audiencia pública:** Ayuntamiento de Apex  
Cámara del Consejo, 2º piso  
73 Hunter Street, Apex, Carolina del Norte

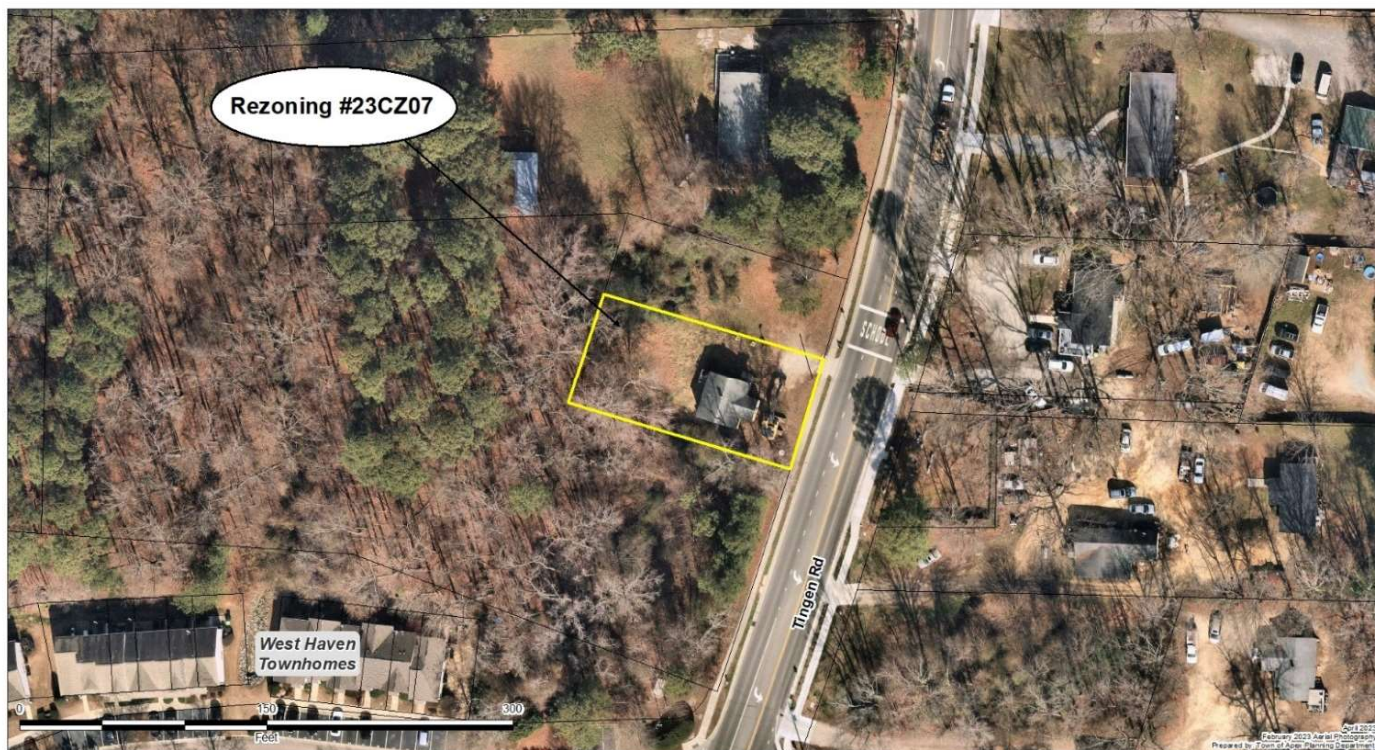
**Fecha y hora de la audiencia pública de la Junta de Planificación:** 12 de junio de 2023 4:30 P.M.

Puede asistir a la reunión de manera presencial o seguir la transmisión en directo por YouTube a través del siguiente enlace: <https://www.youtube.com/c/townofapexgov>.

Si no puede asistir, puede enviar una declaración escrita por correo electrónico a [public.hearing@apexnc.org](mailto:public.hearing@apexnc.org), o presentarla a la secretaria de la Junta de Planificación, Jeri Pederson (73 Hunter Street o por correo USPS a P.O. Box 250, Apex, NC 27502), al menos dos días hábiles antes de la votación de la Junta de Planificación. Debe proporcionar su nombre y dirección para que conste en el registro. Las declaraciones escritas se entregarán a la Junta de Planificación antes de la votación. No olvide incluir el nombre de la audiencia pública en el asunto.

**De conformidad con los requisitos estatales de notificaciones públicas, se enviará por correo y se publicará por separado una notificación de la audiencia pública del Consejo Municipal sobre este proyecto.**

**Mapa de las inmediaciones:**



Los propietarios, inquilinos y asociaciones de vecinos en un radio de 300 pies del Ordenamiento Territorial Condicional propuesto han recibido esta notificación por correo postal de primera clase. Todas las partes interesadas pueden presentar comentarios sobre la solicitud a través de los medios especificados anteriormente. La ubicación de la propiedad también puede verse aquí: <https://maps.raleighnc.gov/imaps>. Puede ver el Mapa de Uso Territorial para 2045 aquí: [www.apexnc.org/DocumentCenter/View/478](http://www.apexnc.org/DocumentCenter/View/478). Si tiene preguntas o desea obtener más información, puede comunicarse con el Departamento de Planificación al 919-249-3426. Puede ver la solicitud y otros documentos relacionados aquí: <https://www.apexnc.org/DocumentCenter/View/42702>.

Dianne F. Khin, AICP  
Directora de Planificación





## TOWN OF APEX

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

## PUBLIC NOTIFICATION OF PUBLIC HEARINGS CONDITIONAL ZONING #23CZ07 940 Tingen Road

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 and Town Council of the Town of Apex. The purpose of these hearings is to consider the following:

**Applicant/Authorized Agent:** Jeff Roach, P.E., Peak Engineering & Design, PLLC

**Property Address:** 940 Tingen Road

**Acreage:** ±.21 acres

**Property Identification Number (PIN):** 0741266614

**2045 Land Use Map Designation:** Medium/High Density Residential

**Existing Zoning of Property:** Residential Agricultural (RA)

**Proposed Zoning of Property:** High Density Multi-Family Residential-Conditional Zoning (HDMF-CZ)

**Public Hearing Location:** Apex Town Hall  
Council Chamber, 2<sup>nd</sup> 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: June 27, 2023 6:00 PM**

You may attend the meeting in person or view the meeting through the Town's YouTube livestream at:  
<https://www.youtube.com/c/townofapexgov>.

If you are unable to attend, you may provide a written statement by email to [public.hearing@apexnc.org](mailto:public.hearing@apexnc.org), or submit it to the Office of the Town Clerk (73 Hunter Street or USPS mail - P.O. Box 250, Apex, NC 27502), at least two business days prior to the Town Council vote. You must provide your name and address for the record. The written statements will be delivered to the Town Council prior to their vote. Please include the Public Hearing name in the subject line.

### **Vicinity Map:**



Property owners, tenants, and neighborhood associations within 300 feet of the proposed conditional zoning have been sent this notice via first class mail. All interested parties may submit comments with respect to the application by the means specified above. In addition to the above map, the location of the property may be viewed online at <https://maps.raleighnc.gov/imaps>. The 2045 Land Use Map may be viewed online at [www.apexnc.org/DocumentCenter/View/478](http://www.apexnc.org/DocumentCenter/View/478). You may call 919-249-3426, Planning Department, with questions or for further information. To view the petition and related documents on-line: <https://www.apexnc.org/DocumentCenter/View/42702>.

Dianne F. Khin, AICP  
Planning Director





## TOWN OF APEX

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

## NOTIFICACIÓN PÚBLICA DE AUDIENCIAS PÚBLICAS

ORDENAMIENTO TERRITORIAL CONDICIONAL #23CZ07

940 Tingen Road

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 y el Consejo Municipal del Ayuntamiento de Apex. El propósito de estas audiencias es considerar lo siguiente:

**Solicitante/Agente autorizado:** Jeff Roach, P.E., Peak Engineering & Design, PLLC

**Dirección de la propiedad:** 940 Tingen Road

**Superficie:** ±.21 acres

**Números de identificación de la propiedad:** 0741266614

**Designación actual en el Mapa de Uso Territorial para 2045:** Medium/High Density Residential

**Ordenamiento territorial existente de la propiedad:** Residential Agricultural (RA)

**Ordenamiento territorial propuesto para la propiedad:** High Density Multi-Family Residential-Conditional Zoning (HDMF-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: 27 de junio de 2023 6:00 P.M.**

Puede asistir a la reunión de manera presencial o seguir la transmisión en directo por YouTube a través del siguiente enlace: <https://www.youtube.com/c/townofapexgov>.

Si no puede asistir, puede enviar una declaración escrita por correo electrónico a [public.hearing@apexnc.org](mailto:public.hearing@apexnc.org), o presentarla a la oficina del Secretario Municipal (73 Hunter Street o por correo USPS a P.O. Box 250, Apex, NC 27502), al menos dos días hábiles antes de la votación del Consejo Municipal. Debe proporcionar su nombre y dirección para que conste en el registro. Las declaraciones escritas se entregarán al Consejo Municipal antes de la votación. No olvide incluir el nombre de la audiencia pública en el asunto.

### Mapa de las inmediaciones:



Los propietarios, inquilinos y asociaciones de vecinos en un radio de 300 pies del Ordenamiento Territorial Condicional propuesto han recibido esta notificación por correo postal de primera clase. Todas las partes interesadas pueden presentar comentarios sobre la solicitud a través de los medios especificados anteriormente. La ubicación de la propiedad también puede verse aquí: <https://maps.raleighnc.gov/imaps>. Puede ver el Mapa de Uso Territorial para 2045 aquí: [www.apexnc.org/DocumentCenter/View/478](http://www.apexnc.org/DocumentCenter/View/478). Si tiene preguntas o desea obtener más información, puede comunicarse con el Departamento de Planificación al 919-249-3426. Puede ver la solicitud y otros documentos relacionados aquí: <https://www.apexnc.org/DocumentCenter/View/42702>.

Dianne F. Khin, AICP  
Directora de Planificación



## TOWN OF APEX

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

### AFFIDAVIT CERTIFYING Public Notification – Written (Mailed) Notice

Section 2.2.11

Town of Apex Unified Development Ordinance

Project Name: Conditional Zoning #23CZ07  
Project Location: 940 Tingen Road  
Applicant or Authorized Agent: Jeff Roach, P.E.  
Firm: Peak Engineering & Design, PLLC  
Planning Board Public Hearing Date: June 12, 2023  
Project Planner: Liz Loftin

This is to certify that I, as Planning Director, mailed or caused to have mailed by first class postage for the above mentioned project on May 26, 2023, a notice containing the time and place, location, nature and scope of the application, where additional information may be obtained, and the opportunity for interested parties to be heard, to the property owners and tenants within 300' of the land subject to notification. I further certify that I relied on information from the Wake County Tax Assessor and the Town of Apex Master Address Repository provided to me by Town of Apex GIS Staff as to accuracy of the list and accuracy of mailing addresses of property owners and tenants within 300' of the land subject to notification.

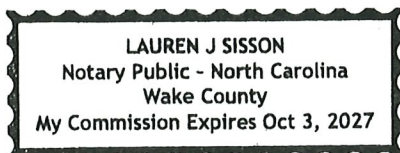
6/5/2023  
Date

*Shianne H. H. H.*  
Planning Director

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

Sworn and subscribed before me, Lauren J Sisson, a Notary Public for the above

State and County, this the 5<sup>th</sup> day of June, 202 3.



SEAL

*[Signature]*  
Notary Public

My Commission Expires: 10 / 3 / 2027





## 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 #23CZ07  
Project Location: 940 Tingen Road  
Applicant or Authorized Agent: Jeff Roach, P.E.  
Firm: Peak Engineering & Design, PLLC  
Town Council Public Hearing Date: June 27, 2023  
Project Planner: Liz Loftin

This is to certify that I, as Planning Director, mailed or caused to have mailed by first class postage for the above mentioned project on June 2, 2023, a notice containing the time and place, location, nature and scope of the application, where additional information may be obtained, and the opportunity for interested parties to be heard, to the property owners and tenants within 300' of the land subject to notification. I further certify that I relied on information from the Wake County Tax Assessor and the Town of Apex Master Address Repository provided to me by Town of Apex GIS Staff as to accuracy of the list and accuracy of mailing addresses of property owners and tenants within 300' of the land subject to notification.

6/5/2023

Date

Maianne L. Loftin

Planning Director

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

Sworn and subscribed before me, LAUREN J Sisson, a Notary Public for the above

State and County, this the 5<sup>th</sup> day of June, 202 3.

[Signature]  
Notary Public

LAUREN J SISSON  
Notary Public - North Carolina  
Wake County  
My Commission Expires Oct 3, 2027

My Commission Expires: 10 / 3 / 2027



Rezoning #23CZ07

Perry Hills

West Haven  
Townhomes

Harbor Haven Dr

Tingen Rd

0 100 200  
Feet

Public Hearing Sign Posted By



Signature

4/11/2023

Date



Rezoning #23CZ07

Perry Hills

West Haven  
Townhomes

Harbor Haven Dr

Tingen Rd

0 100 200  
Feet

Public Hearing Sign Posted By



Signature

4/11/2023

Date



# PLANNING BOARD REPORT TO TOWN COUNCIL

Rezoning Case: #23CZ07 940 Tingen Rd

Planning Board Meeting Date: June 12, 2023



## Report Requirements:

Per NCGS §160D-604(b), all proposed amendments to the zoning ordinance or zoning map shall be submitted to the Planning Board for review and comment. If no written report is received from the Planning Board within 30 days of referral of the amendment to the Planning Board, the Town Council may act on the amendment without the Planning Board report. The Town Council is not bound by the recommendations, if any, of the Planning Board.

Per NCGS §160D-604(d), the Planning Board shall advise and comment on whether the proposed action is consistent with all applicable officially adopted plans, and provide a written recommendation to the Town Council that addresses plan consistency and other matters as deemed appropriate by the Planning Board, but a comment by the Planning Board that a proposed amendment is inconsistent with the officially adopted plans shall not preclude consideration or approval of the proposed amendment by the Town Council.

## PROJECT DESCRIPTION:

**Acreage:** ±.21 acres

**PIN(s):** 0741266614

**Current Zoning:** Residential Agricultural (RA)

**Proposed Zoning:** High Density Multi-Family Residential-Conditional Zoning (HDMF-CZ)

**2045 Land Use Map:** Medium/High Density Residential

**Town Limits:** ETJ

## Applicable Officially Adopted Plans:

The Board must state whether the project is consistent or inconsistent with the following officially adopted plans, if applicable. Applicable plans have a check mark next to them.

☒ 2045 Land Use Map  
☒ Consistent ☐ Inconsistent Reason: \_\_\_\_\_

☒ Apex Transportation Plan  
☒ Consistent ☐ Inconsistent Reason: \_\_\_\_\_

☒ Parks, Recreation, Open Space, and Greenways Plan  
☒ Consistent ☐ Inconsistent Reason: \_\_\_\_\_

## PLANNING BOARD REPORT TO TOWN COUNCIL

Rezoning Case: #23CZ07 940 Tingen Rd

Planning Board Meeting Date: June 12, 2023



### Legislative Considerations:

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

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

☒ Consistent ☐ Inconsistent Reason: \_\_\_\_\_

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

☒ Consistent ☐ Inconsistent Reason: \_\_\_\_\_

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

☒ Consistent ☐ Inconsistent Reason: \_\_\_\_\_

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

☒ Consistent ☐ Inconsistent Reason: \_\_\_\_\_

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

☒ Consistent ☐ Inconsistent Reason: \_\_\_\_\_



## PLANNING BOARD REPORT TO TOWN COUNCIL

Rezoning Case: #23CZ07 940 Tingen Rd

Planning Board Meeting Date: June 12, 2023



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

☒ Consistent

☐ Inconsistent

Reason: \_\_\_\_\_

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

☒ Consistent

☐ Inconsistent

Reason: \_\_\_\_\_

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

☒ Consistent

☐ Inconsistent

Reason: \_\_\_\_\_

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

☒ Consistent

☐ Inconsistent

Reason: \_\_\_\_\_

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

☒ Consistent

☐ Inconsistent

Reason: \_\_\_\_\_

## PLANNING BOARD REPORT TO TOWN COUNCIL

Rezoning Case: #23CZ07 940 Tingen Rd

Planning Board Meeting Date: June 12, 2023



### Planning Board Recommendation:

Motion: To recommend approval as presented.

Introduced by Planning Board member: Braswell

Seconded by Planning Board member: Sherman

- ☐ *Approval:* the project is consistent with all applicable officially adopted plans and the applicable legislative considerations listed above.
- ☒ *Approval with conditions:* the project is not consistent with all applicable officially adopted plans and/or the applicable legislative considerations as noted above, so the following conditions are recommended to be included in the project in order to make it fully consistent:

Conditions as presented.

- ☐ *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 12th day of June 2023.

Attest:

Reginald Skinner, Planning Board Chair

Amanda Bunce

Digitally signed by Amanda  
Bunce  
Date: 2023.06.12 17:06:14  
-04'00'

Amanda Bunce, Current Planning Manager

# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PUBLIC HEARING

Meeting Date: June 27, 2023

## Item Details

Presenter(s): Shelly Mayo, Planner II

Department(s): Planning

### Requested Motion

Public hearing and possible motion to approve Rezoning Application No. 23CZ09 Hatcher Property Revision. The applicant, Patrick Kiernan, from Jones & Cnossen Engineering, PLLC, seeks to rezone approximately 28.842 acres from Rural Residential-Conditional Zoning (RR-CZ #22CZ12) to Rural Residential-Conditional Zoning (RR-CZ). The proposed rezoning is located at 0 Olive Chapel Rd; 1901 & 1911 Transit Trail.

### Approval Recommended?

The Planning Department recommends approval of the changes proposed by Conditions #4 and #19, but denial of Conditions #15 and #20.

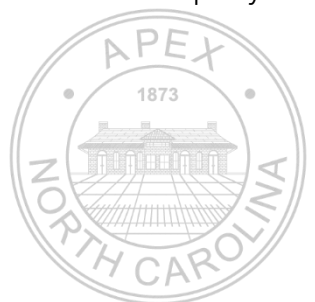
The Planning Board held a Public Hearing on June 12, 2023 and unanimously voted to recommend denial with the inclusion of Condition #20. The Board agreed with the conditions that staff supports as well as Condition #15.

### Item Details

The properties to be rezoned are identified as PINs 0722011613, 0712915329, & 0712915181.

### Attachments

- PH5-A1: Staff Report - Rezoning Case No. 23CZ09 - Hatcher Property Revision
  - 4a - Sign Posting
  - 4b - Website Posting
  - 4d - Signed Affidavit
  - 4e - Website English/Spanish
  - 4f - Combined Notices of Public Hearings
- PH5-A2: Vicinity Map - Rezoning Case No. 23CZ09 - Hatcher Property Revision
- PH5-A3: Planning Board Report to Town Council - Rezoning Case No. 23CZ09 - Hatcher Property Revision



## STAFF REPORT

### Rezoning #23CZ09 Hatcher Property Revision

June 27, 2023 Town Council Meeting



All property owners, tenants, and neighborhood associations within 300 feet of this rezoning have been notified per UDO Sec. 2.2.11 *Public Notification*.

#### BACKGROUND INFORMATION:

**Addresses:** 0 Olive Chapel Rd; 1901 & 1911 Transit Trail  
**Applicant:** Patrick Kiernan, Jones & Clossen Engineering, PLLC  
**Owner:** Joseph Iannone, JVI Building & Development, Inc

#### PROJECT DESCRIPTION:

**Acreage:** +/- 28.842 acres  
**PINs:** 0722011613, 0712915329, & 0712915181  
**Current Zoning:** Rural Residential-Conditional Zoning (RR-CZ #22CZ12)  
**Proposed Zoning:** Rural Residential-Conditional Zoning (RR-CZ)  
**2045 Land Use Map:** Rural Transition Residential  
**Town Limits:** Inside Corporate Limits

#### ADJACENT ZONING & LAND USES:

	Zoning	Land Use
<b>North:</b>	Wake County Residential-80W District (R-80W)	Forestry Single-family Residential
<b>South:</b>	Wake County Residential-80W District (R-80W)	US Army Corps of Engineers Land
<b>East:</b>	Wake County Residential-80W District (R-80W) Planned Unit Development-Conditional Zoning (PUD-CZ #15CZ32)	American Tobacco Trail Smith Farm Subdivision US Army Corps of Engineers Land
<b>West:</b>	Wake County Residential-80W District (R-80W)	Forestry Single-family Residential

#### EXISTING CONDITIONS:

The site consists of three (3) parcels totaling +/-28.842 acres and is located on the north side of Olive Chapel Road, west of the American Tobacco Trail. The site is partially wooded and partially cleared. It was recently used for forestry.

#### BACKGROUND:

On January 10, 2023, Town Council approved rezoning case #22CZ12 for the subject property to Rural Residential-Conditional Zoning (RR-CZ). After the rezoning, the applicant realized that the language for two (2) conditions was not what he wanted for the project. The purpose of this proposed rezoning petition is to revise those conditions and include two (2) more conditions regarding concerns that were realized at the Master Subdivision Plan review.

#### NEIGHBORHOOD MEETING:

The applicant conducted a neighborhood meeting on March 15, 2023. The meeting report is attached to the staff report.

#### 2045 LAND USE MAP:

The 2045 Land Use Map designates the site as Rural Transition Residential. The applicant proposes a rezoning to Rural Residential-Conditional Zoning (RR-CZ) district, which is a valid district within that Land Use Map designation.

#### WCPSS COORDINATION:

No changes are proposed to the residential density of this project, so a new letter was not required.

## STAFF REPORT

### Rezoning #23CZ09 Hatcher Property Revision

June 27, 2023 Town Council Meeting



#### PROPOSED ZONING CONDITIONS:

The applicant has proposed several changes to the recently approved zoning conditions. All of the zoning conditions are listed below with the proposed changes **in bold**.

#### Proposed Uses:

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

- |                        |                  |
|------------------------|------------------|
| 1. Single-family       | 4. Greenway      |
| 2. Accessory apartment | 5. Park, active  |
| 3. Utility, minor      | 6. Park, passive |

#### Proposed Conditions:

The applicant has broken the rezoning into two separate areas with separate conditions for each. Zone A consists of two (2) large lot single-family parcels. Zone B will be further subdivided into smaller single-family lots. New or revised conditions are shown in **bold** text with text proposed to be removed shown as strikethrough.

#### Zone A:

##### Architectural Conditions:

1. Vinyl siding is not permitted; however, vinyl windows, decorative elements and trim are permitted.
2. Eaves shall project at least 12 inches from the wall of the structure.
3. Garage doors shall have windows, decorative details or carriage-style adornments on them.
4. A varied color palette shall be utilized throughout the subdivision, to include a minimum of three (3) color families for siding and shall include varied trim, shutter and accent colors complementing the siding color.
5. House entrances for units with front-facing single-car garages shall have a prominent covered porch/stoop area leading to the front door.
6. Front porches shall be a minimum of 6 feet deep.

##### Additional Conditions:

1. The maximum built-upon area per lot shall be 60%, the maximum height shall be 40 ft, and the minimum building setbacks shall be as follows:
  - a. Front – 25 ft;
  - b. Side – 8 ft. min/20 ft. total;
  - c. Corner side – 15 ft;
  - d. Rear – 25 ft.
2. All homes shall include solar conduit in the building design to facilitate future rooftop solar installations.
3. All garages shall be wired with a 220-volt outlet inside the garage to facilitate charging of electronic vehicles.
4. A maximum total of two private driveway access points onto Transit Trail shall be allowed.
5. Construction shall be restricted to Monday – Saturday, to allow for a reprieve from construction noise on Sundays.
6. Developer shall construct Transit Trail according to the Apex Thoroughfare and Collector Street Plan on 60' public right-of-way from Olive Chapel Road to the northernmost property boundary, to be dedicated prior to the first plat of the subdivision. The developer **shall construct a 24-foot wide section of asphalt (a 6' reduction from the Major Collector Street typical section)** and shall not be required to construct curb and gutter on the west side of Transit Trail. The east side of Transit Trail shall be constructed with:
  - a. curb and gutter

## STAFF REPORT

### Rezoning #23CZ09 Hatcher Property Revision

June 27, 2023 Town Council Meeting



- b. a 5-foot sidewalk from Olive Chapel Road to the entrance of the future Master Subdivision Plan, and
  - c. a 10-foot side path from the entrance of the future Master Subdivision Plan to the northernmost extent of the property.
7. For the existing residences that have access to the existing Transit Trail private street, a temporary access drive shall be provided and maintained throughout the duration of construction of Transit Trail as a public street. Once Transit Trail is recorded as public right-of-way, and the road is made open to the public, the temporary drive may be abandoned.

#### Zone B:

##### Architectural Conditions:

1. Vinyl siding is not permitted; however, vinyl windows, decorative elements and trim are permitted.
2. Eaves shall project at least 12 inches from the wall of the structure.
3. Garage doors shall have windows, decorative details or carriage-style adornments on them.
4. Garages on the front façade of a home that faces the street shall not exceed 40% of the total width of the house and garage together.
5. The visible side of a home on a corner lot facing the public street shall contain at least 3 decorative elements such as, but not limited to, the following elements:
  - Windows
  - Bay window
  - Recessed window
  - Decorative window
  - Trim around the windows
  - Wrap around porch or side porch
  - Two or more building materials
  - Decorative brick/stone
  - Decorative trim
  - Decorative shake
  - Decorative air vents on gable
  - Decorative gable
  - Decorative cornice
  - Column
  - Portico
  - Balcony
  - Dormer
6. A varied color palette shall be utilized throughout the subdivision to include a minimum of three (3) color families for siding and shall include varied trim, shutter, and accent colors complementing the siding color.
7. House entrances for units with front-facing single-car garages shall have a prominent covered porch/stoop area leading to the front door.
8. The rear and side elevations of the units that can be seen from the right-of-way shall have trim around the windows.
9. Front porches shall be a minimum of 6 feet deep.

##### Additional Conditions:

1. For stormwater management, post-development peak runoff shall not exceed pre-development peak runoff conditions for the 1 year, 10 year, and 25 year 24-hour storm events.
2. This development shall provide a maximum density of 1.0 units per acre (including open space and R/W).
3. The minimum average lot size shall be ½ acre.
4. The maximum built-upon area ~~per lot~~ **for this development** shall be 60%, the maximum height shall be 40 ft, and the minimum building setbacks shall be as follows:
  - a. Front – 25 ft;
  - b. Side – 8 ft. min/20 ft. total;
  - c. Corner side – 15 ft;
  - d. Rear – 25 ft.



5. Signage shall be provided in HOA areas surrounding SCMs, regarding the need to eliminate and reduce fertilizer and pet waste near SCMs.
6. Developer shall install pollinator-friendly and native flora within SCM planting areas.
7. At least 75% of the plant species used in the landscape design shall be native species.
8. Perimeter buffers, SCMs, and other HOA maintained areas may be planted with clover or warm season grasses for drought resistance.
9. In order to reduce water consumption and promote pollinator friendly habitat and biodiversity, Homeowner Association covenants shall permit clover lawns throughout the neighborhood.
10. A minimum of one pet waste station shall be installed in HOA common area.
11. Homeowners Association covenants shall not restrict the construction of accessory dwelling units.
12. Any outdoor lighting within HOA maintained areas shall utilize full cutoff fixtures that have a maximum color temperature of 3000K.
13. All homes shall include solar conduit in the building design to facilitate future rooftop solar installations. Developer shall emphasize the availability of solar by providing the statement "Solar Options Available" on the development sign at the front of the subdivision.
14. All garages shall be wired with a 220-volt outlet inside the garage to facilitate charging of electronic vehicles.
15. Developer shall construct Transit Trail according to the Apex Thoroughfare and Collector Street Plan on 60' public right-of-way from Olive Chapel Road to the northernmost property boundary, to be dedicated prior to the first plat of the subdivision. The developer **shall construct a 24-foot wide section of asphalt (a 6' reduction from the Major Collector Street typical section) and** shall not be required to construct curb and gutter on the west side of Transit Trail. The east side of Transit Trail shall be constructed with:
  - a. curb and gutter
  - b. a 5-foot sidewalk from Olive Chapel Road to the entrance of the future Master Subdivision Plan, and
  - c. a 10-foot side path from the entrance of the future Master Subdivision Plan to the northernmost extent of the property.
16. For the existing residences that have access to the existing Transit Trail private street, a temporary access drive shall be provided and maintained throughout the duration of construction of Transit Trail as a public street. Once Transit Trail is recorded as public right-of-way, and the road is made open to the public, the temporary drive may be abandoned.
17. A 50' Type A buffer shall be provided along the eastern boundary line where adjacent to the American Tobacco Trail. A 10' Type A streetscape buffer shall be provided along the east side of Transit Trail. A 10' Type B buffer shall be provided along the northern and southern boundary lines. A perimeter landscape buffer shall not be provided along the southeastern boundary line, adjacent to the land owned by USACE. Instead, a split-rail wooden fence shall be provided along the project boundary to provide a physical barrier between the USACE property and the cleared and maintained Town of Apex utility easements which run parallel to the project boundary.
18. Construction shall be restricted to Monday – Saturday, no later than 7pm, to allow for a reprieve from construction noise in the evenings and on Sundays.
19. **If a street stub cannot be provided per UDO Sec. 7.2.1.A.2.c, then the branching cul-de-sac length shall not exceed 1,450 linear feet.**
20. **This development shall not be required to construct a street stub to the northern boundary line (specifically PIN #0722-02-6366) due to potential future environmental impacts on that adjacent parcel.**



## STAFF REPORT

### Rezoning #23CZ09 Hatcher Property Revision

June 27, 2023 Town Council Meeting



#### TRANSPORTATION:

The Apex Thoroughfare and Collector Street Plan designates Transit Trail as a future Major Collector. The collector street is planned to extend north through the Legacy PUD and connect from Olive Chapel Road to US 64 Hwy W. In addition, the Apex Bicycle and Pedestrian System Plan Map requires a future sidepath along the eastern side of Transit Trail. The Town Council approved a zoning condition that reduced the requirement from side path to sidewalk for the southern portion of the land area within 23CZ09. A future amendment to the Bicycle and Pedestrian System Plan Map will be brought forward to reflect this change.

#### ENVIROMENTAL ADVISORY BOARD:

This rezoning was exempt from meeting with the Apex Environmental Advisory Board (EAB) per Unified Development Ordinance (UDO) Section 2.1.9.A.2.

#### PARKS, RECREATION, AND CULTURAL RESOURCES ADVISORY COMMISSION:

No changes are proposed to this section.

#### STAFF ANALYSIS:

Condition #4: The maximum built-upon area ~~per lot~~ **for this development** shall be 60%, the maximum height shall be 40 ft, and the minimum building setbacks shall be as follows:

- a. Front – 25 ft;
- b. Side – 8 ft. min/20 ft. total;
- c. Corner side – 15 ft;
- d. Rear – 25 ft.

Staff recommends approval of this change because it is consistent with the way that the UDO typically calculates built-upon area in residential subdivisions.

Condition #15: The developer shall construct Transit Trail according to the Apex Thoroughfare and Collector Street Plan on 60' public right-of-way from Olive Chapel Road to the northernmost property boundary, to be dedicated prior to the first plat of the subdivision. The developer **shall construct a 24-foot wide section of asphalt (a 6' reduction from the Major Collector Street typical section)** and shall not be required to construct curb and gutter on the west side of Transit Trail. The east side of Transit Trail shall be constructed with:

- a. curb and gutter
- b. a 5-foot sidewalk from Olive Chapel Road to the entrance of the future Master Subdivision Plan, and
- c. a 10-foot side path from the entrance of the future Master Subdivision Plan to the northernmost extent of the property.

Staff was opposed to the original rezoning request that eliminated the requirement to build curb and gutter and sidewalk on the west side of Transit Trail. Staff is also opposed to this additional revision that would further deviate from the Town's standard by reducing the asphalt section of the road from 30-feet to 24-feet wide (see Figure 1). This change would have the following negative consequences:

- The road cannot be striped per the Town standard if 30 feet of asphalt is not provided. When/if the road is widened to meet Town standards, road marking will require relocating the roadway center line and edge lines.
- The roadway shoulder to the west side where curb is exempted by the approved zoning will be reduced from a 4-foot paved shoulder to a 2-foot paved shoulder, which is the minimum based on NCDOT standards.
- There is a potential for uneven widening along the western frontage if/when development occurs, and the Town may ultimately need to complete the gaps prior to resurfacing and remarking the entire road.
- Roadway users and adjacent property owners will be disrupted in the future to allow for widening and



construction of curb and gutter.

- This rezoning case would be held to a lower standard than required of other development.

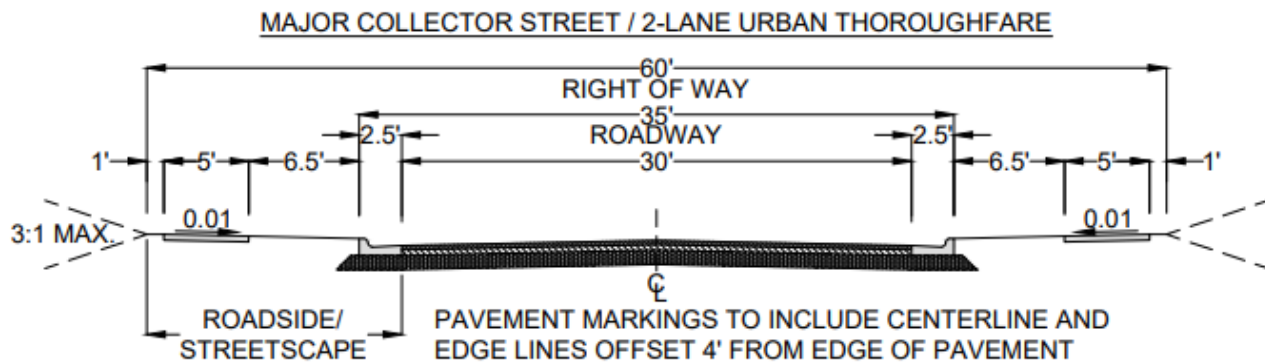


Figure 1. Town of Apex Major Collector Street Typical Section

Condition #19: If a street stub cannot be provided per UDO Sec. 7.2.1.A.2.c, then the branching cul-de-sac length shall not exceed 1,450 linear feet.

Staff recommends approval of this added condition. Per the UDO, the maximum length for a branching cul-de-sac is 1,200 feet. Staff considers this added condition to be a minor change. Given the connectivity constraints to the east (the Tobacco Trail) and south (Protected Open Space), this condition would provide flexibility if a stub street cannot be provided due to an environmental concern in the northern section of the property.

Condition #20: This development shall not be required to construct a street stub to the northern boundary line (specifically PIN # 0722-02-6366) due to potential future environmental impacts on that adjacent parcel.

Staff recommends denial of this condition, since it contradicts an important UDO connectivity standard. UDO Sec. 7.2.1.A.2.c requires stub streets to land locked parcels, unless there's an environmental constraint that prevents the connection.

A stream buffer evaluation was provided for part of the stream located on the Hatcher property. The evaluation submitted to the Town was completed while the property was within Wake County's jurisdiction. According to Wake County, the portion of the buffer that was evaluated did not meet the standards for either a perennial or intermittent stream.

A stream buffer evaluation was not submitted for the streams on the Clement property or the missing stream branch that runs to the west on this branch. Without an evaluation of those two streams, staff does not have enough information to determine if an environmental constraint exist.

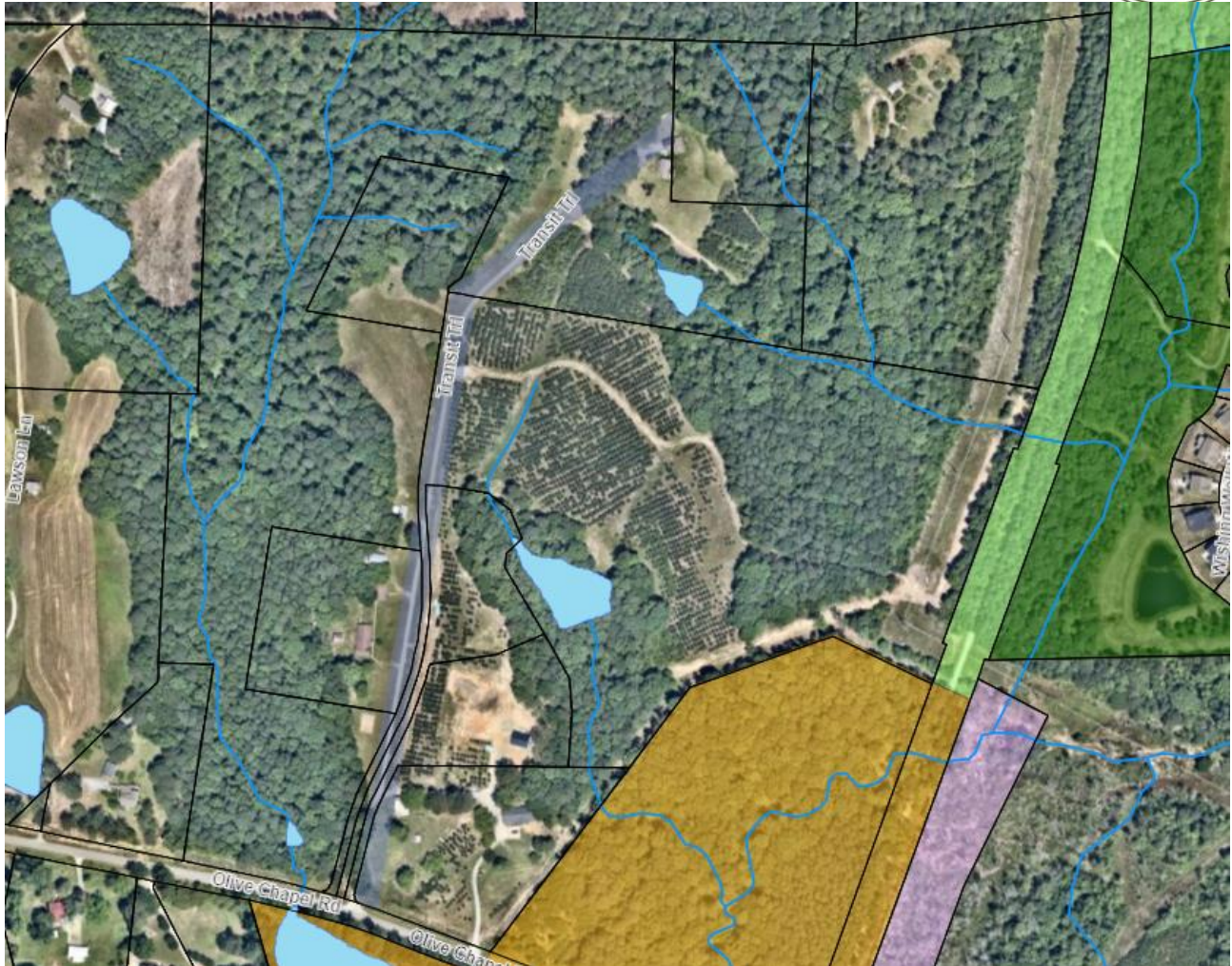
UDO Sec. 7.2.1.A.2.c allows the Planning Director and Water Resources Director to evaluate whether a stub street is required if an environmental feature is found.

- At this time, the Planning Director and Water Resources Director do not have enough information to evaluate whether or not an environmental feature is present on the Clement property.
- Based on the previous Wake County assessment, there is no environmental constraint on the project property.
- Because of that UDO section, denying this condition does not materially harm the subdivision. Instead, it would require the subdivision to follow the same evaluation processes as other developments.

# STAFF REPORT

## Rezoning #23CZ09 Hatcher Property Revision

June 27, 2023 Town Council Meeting



### PLANNING BOARD RECOMMENDATION:

Planning Board heard this item at their June 12, 2023 meeting. They unanimously voted to recommend denial of Rezoning Case #23CZ09 Hatcher Property revision with the inclusion of Condition #20. The Board agrees with the conditions that staff supports as well as Condition #15. The Planning Board report to Town Council is attached.

### STAFF RECOMMENDATION:

Town staff recommends approval of two (2) of the proposed conditions as follows:

- **Condition #4:** If a street stub cannot be provided per UDO Sec. 7.2.1.A.2.c, then the branching cul-de-sac length shall not exceed 1,450 linear feet.
- **Condition #19:** The maximum built-upon area per lot for this development shall be 60%, the maximum height shall be 40 ft, and the minimum building setbacks shall be as follows:
  - Front – 25 ft;
  - Side – 8 ft. min/20 ft. total;
  - Corner side – 15 ft;
  - Rear – 25 ft.

Town staff recommends denial of the other two (2) proposed conditions as follows:



## STAFF REPORT

### Rezoning #23CZ09 Hatcher Property Revision

June 27, 2023 Town Council Meeting



- **Condition #15:** Developer shall construct Transit Trail according to the Apex Thoroughfare and Collector Street Plan on 60' public right-of-way from Olive Chapel Road to the northernmost property boundary, to be dedicated prior to the first plat of the subdivision. The developer **shall construct a 24-foot wide section of asphalt (a 6' reduction from the Major Collector Street typical section)** and shall not be required to construct curb and gutter on the west side of Transit Trail. The east side of Transit Trail shall be constructed with:
  - curb and gutter
  - a 5-foot sidewalk from Olive Chapel Road to the entrance of the future Master Subdivision Plan, and
  - a 10-foot side path from the entrance of the future Master Subdivision Plan to the northernmost extent of the property.
- **Condition #20:** This development shall not be required to construct a street stub to the northern boundary line (specifically PIN # 0722-02-6366) due to potential future environmental impacts on that adjacent parcel.

#### ANALYSIS STATEMENT OF THE REASONABLENESS OF THE PROPOSED REZONING:

This Statement will address consistency with the Town's comprehensive and other applicable plans, reasonableness, and effect on public interest:

The 2045 Land Use Map designates the site as Rural Transition Residential. The applicant proposes a rezoning to Rural Residential-Conditional Zoning (RR-CZ) district, which is a valid district within that Land Use Map designation.

With revisions suggested by staff, the proposed rezoning is reasonable and in the public interest because it will require valuable local interconnectivity without compromising the Town's ability to protect environmental features and require the major collector street be constructed in a manner that allows the road to be striped per Town standard, reduce future maintenance costs by the Town and eliminate the potential for uneven widening.

#### LEGISLATIVE CONSIDERATIONS

The Town Council shall find the Rural Residential-Conditional Zoning (RR-CZ) designation demonstrates compliance with the following standards. 2.3.3.F:

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

- 1) *Consistency with 2045 Land Use Map.* The proposed Conditional Zoning (CZ) District use's appropriateness for its proposed location and consistency with the purposes, goals, objectives, and policies of the 2045 Land Use Map.
- 2) *Compatibility.* The proposed Conditional Zoning (CZ) District use's appropriateness for its proposed location and compatibility with the character of surrounding land uses.
- 3) *Zoning district supplemental standards.* The proposed Conditional Zoning (CZ) District use's compliance with Sec 4.4 *Supplemental Standards*, if applicable.
- 4) *Design minimizes adverse impact.* The design of the proposed Conditional Zoning (CZ) District use's minimization of adverse effects, including visual impact of the proposed use on adjacent lands; and avoidance of significant adverse impacts on surrounding lands regarding trash, traffic, service delivery, parking and loading, odors, noise, glare, and vibration and not create a nuisance.

## STAFF REPORT

### Rezoning #23CZ09 Hatcher Property Revision

June 27, 2023 Town Council Meeting



- 5) *Design minimizes environmental impact.* The proposed Conditional Zoning District use's minimization of environmental impacts and protection from significant deterioration of water and air resources, wildlife habitat, scenic resources, and other natural resources.
- 6) *Impact on public facilities.* The proposed Conditional Zoning (CZ) District use's avoidance of having adverse impacts on public facilities and services, including roads, potable water and wastewater facilities, parks, schools, police, fire and EMS facilities.
- 7) *Health, safety, and welfare.* The proposed Conditional Zoning (CZ) District use's effect on the health, safety, or welfare of the residents of the Town or its ETJ.
- 8) *Detrimental to adjacent properties.* Whether the proposed Conditional Zoning (CZ) District use is substantially detrimental to adjacent properties.
- 9) *Not constitute nuisance or hazard.* Whether the proposed Conditional Zoning (CZ) District use constitutes a nuisance or hazard due to traffic impact or noise, or because of the number of persons who will be using the Conditional Zoning (CZ) District use.
- 10) *Other relevant standards of this Ordinance.* Whether the proposed Conditional Zoning (CZ) District use complies with all standards imposed on it by all other applicable provisions of this Ordinance for use, layout, and general development characteristics.





Rezoning #23CZ09

0 500 1,000  
Feet



## PETITION TO AMEND THE OFFICIAL ZONING MAP

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

Application #: 23CZ09 Submittal Date: 04/03/23  
Fee Paid: \_\_\_\_\_

### Project Information

Project Name: Hatcher Property Rezoning  
Address(es): 0 Olive Chapel Rd, 1901 Transit Trail, 1911 Transit Trail  
PIN(s): 0722011613, 0712915329, & 0712915181  
Acreage to be rezoned: 28.842  
Current Zoning: RR-CZ Proposed Zoning: RR-CZ  
Current 2045 LUM Classification(s): Rural Transition Residential  
Is the proposed rezoning consistent with the 2045 LUM Classification(s)? Yes ☒ No ☐

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

Area classified as mixed use: \_\_\_\_\_ Acreage: \_\_\_\_\_  
Area proposed as non-residential development: \_\_\_\_\_ Acreage: \_\_\_\_\_  
Percent of mixed use area proposed as non-residential: \_\_\_\_\_ Percent: \_\_\_\_\_

### Applicant Information

Name: JVI Building & Development, Inc  
Address: 1600 Olive Chapel Rd, Suite 400  
City: Apex State: NC Zip: 27502  
Phone: 919-387-8846 E-mail: joey@jviconstruction.com

### Owner Information

Name: Joseph Iannone Jr  
Address: 2509 Southwinds Run  
City: Apex State: NC Zip: 27502  
Phone: 919-387-8846 E-mail: joey@jviconstruction.com

### Agent Information

Name: Jones & Cnossen Engineering, PLLC  
Address: PO Box 1062  
City: Apex State: NC Zip: 27502  
Phone: 919-387-1174 E-mail: patrick@jonescnossen.com

Other contacts: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## PETITION INFORMATION

Application #: 23CZ09 Submittal Date: 04/03/23

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

## PROPOSED USES:

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

1	<u>Single Family</u>	21	<u></u>
2	<u>Accessory Apartment</u>	22	<u></u>
3	<u>Utility, minor</u>	23	<u></u>
4	<u>Greenway</u>	24	<u></u>
5	<u>Park, active</u>	25	<u></u>
6	<u>Park, passive</u>	26	<u></u>
7	<u></u>	27	<u></u>
8	<u></u>	28	<u></u>
9	<u></u>	29	<u></u>
10	<u></u>	30	<u></u>
11	<u></u>	31	<u></u>
12	<u></u>	32	<u></u>
13	<u></u>	33	<u></u>
14	<u></u>	34	<u></u>
15	<u></u>	35	<u></u>
16	<u></u>	36	<u></u>
17	<u></u>	37	<u></u>
18	<u></u>	38	<u></u>
19	<u></u>	39	<u></u>
20	<u></u>	40	<u></u>

## PETITION INFORMATION

Application #:

23CZ09

Submittal Date:

04/03/23

## PROPOSED CONDITIONS:

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

See attached list

## LEGISLATIVE CONSIDERATIONS - CONDITIONAL ZONING

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

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

This rezoning is consistent with the 2045 Land Use Map. The rezoning addresses zoning conditions only and does not propose to change any of the allowable 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.

This rezoning would not change any of the current uses, so it is appropriate for its proposed location.

## PETITION INFORMATION

Application #:

23CZ09

Submittal Date:

04/03/23

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

All uses that fall within the supplemental standards will be consistent with the standards provided in the Town of Apex UDO.

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

This rezoning would not change any of the current uses, so it shouldn't have any additional adverse impact

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

This rezoning would not change any of the current uses, so it shouldn't have any additional environmental impacts.

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.

This rezoning would not change any of the current uses, so it shouldn't have any adverse impacts to public 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.

This rezoning would not change any of the current uses, so it shouldn't have any adverse impacts to health, safety and welfare.

## PETITION INFORMATION

Application #:

23CZ09

Submittal Date:

04/03/23

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

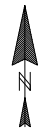
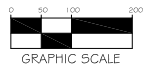
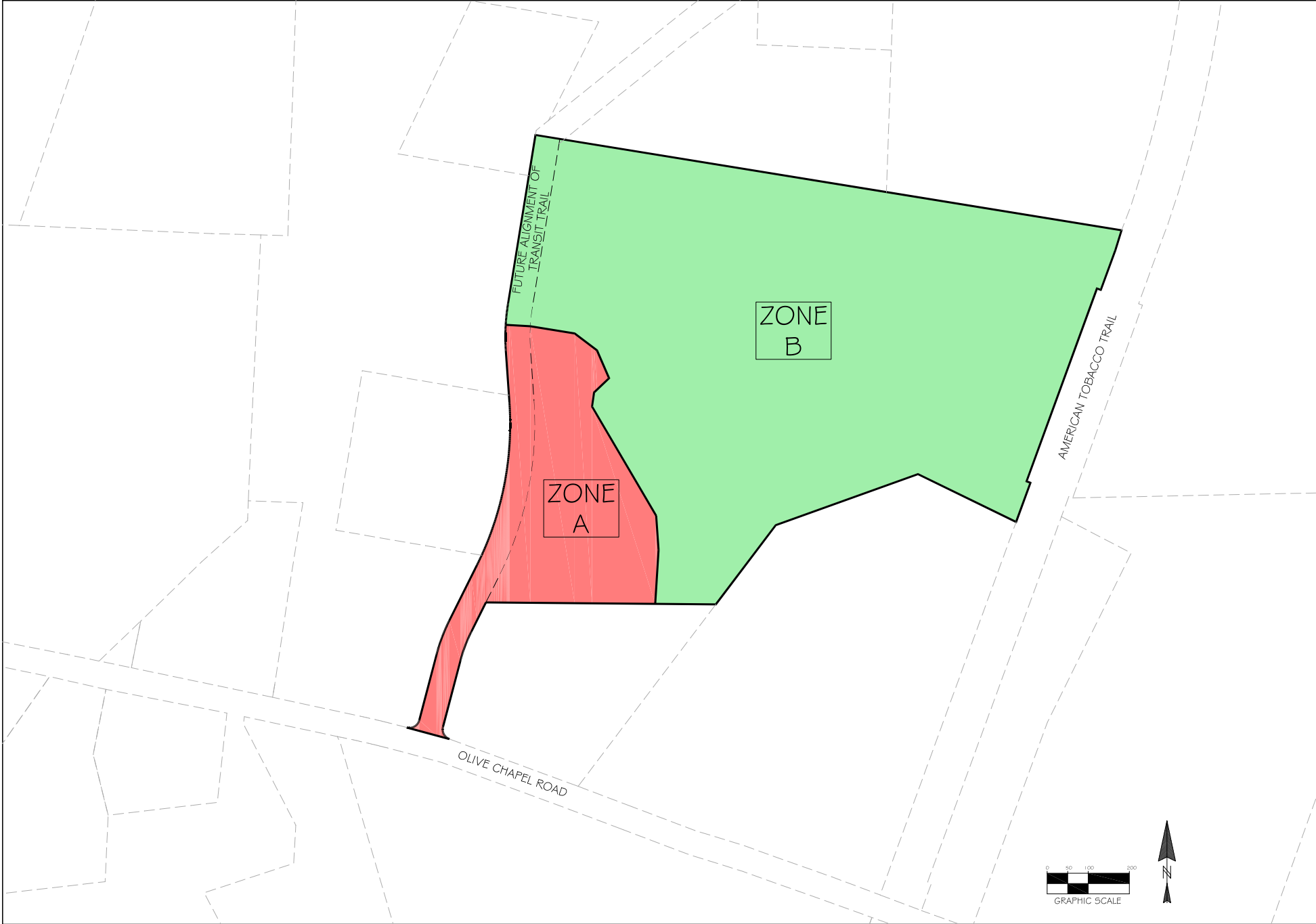
This rezoning would not change any of the current uses, so it shouldn't have any adverse impacts to adjacent properties. If anything, the proposed condition modification would only distance the construction of Transtil Trail even further from the adjacent residences.

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.

This rezoning would not change any of the current uses, so it shouldn't become a nuisance or hazard due to traffic or noise.

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

This rezoning would not change any of the current uses, but the only modification to the zoning conditions would allow for a slight deviation from the Town of Apex UDO in regards to collector street width.



**Jones & Cnossen**  
ENGINEERING, PLLC  
Civil Engineering | Construction Management | Land Planning

221 N. SALEM ST.  
SUITE 601  
PO BOX 8682  
APEX, NC 27502  
Office: 919-387-1174  
Registration: P-0151  
[www.jonescnossen.com](http://www.jonescnossen.com)

**HATCHER PROPERTY REZONING**

TOWN OF APEX, WAKE COUNTY, NORTH CAROLINA

**BOUNDARY EXHIBIT FOR ZONES A & B**

SCALE: 1" = 100'

PLK

DATE: NOVEMBER 21, 2022

REVISION:


DATE: 1

2112



## ZONE A

### Architectural Conditions for RR-CZ - Single Family Residential

1. Vinyl siding is not permitted; however, vinyl windows, decorative elements and trim are permitted.
2. Eaves shall project at least 12 inches from the wall of the structure.
3. Garage doors shall have windows, decorative details or carriage-style adornments on them.
4. A varied color palette shall be utilized throughout the subdivision to include a minimum of three color families for siding and shall include varied trim, shutter, and accent colors complementing the siding color.
5. House entrances for units with front-facing single-car garages shall have a prominent covered porch/stoop area leading to the front door.
6. Front porches shall be a minimum of 6 feet deep.

## ZONE A

### Additional Zoning Conditions

1. The maximum built-upon area per lot shall be 60%, the maximum height shall be 40 ft, and the minimum building setbacks shall be as follows:  
(a) Front – 25 ft; (b) Side – 8 ft. min/20 ft. total; (c) Corner side – 15 ft; (d) Rear – 25 ft.
2. All homes shall include solar conduit in the building design to facilitate future rooftop solar installations.
3. All garages shall be wired with a 220-volt outlet inside the garage to facilitate charging of electronic vehicles.
4. A maximum total of two private driveway access points onto the east side of Transit Trail shall be allowed.
5. Construction shall be restricted to Monday – Saturday, no later than 7pm, to allow for a reprieve from construction noise in the evenings and on Sundays.
6. Developer shall construct Transit Trail according to the Apex Thoroughfare and Collector Street Plan on 60' public right-of-way from Olive Chapel Road to the northernmost property boundary, to be dedicated prior to the first plat of the subdivision. The developer **shall construct a 24-foot wide section of asphalt (a 6' reduction from the Major Collector Street typical section)** and shall not be required to construct curb and gutter on the west side of Transit Trail. The east side of Transit Trail shall be constructed with:
  - curb and gutter
  - a 5-foot sidewalk from Olive Chapel Road to the entrance of the future Master Subdivision Plan, and
  - a 10-foot side path from the entrance of the future Master Subdivision Plan to the northernmost extent of the property.
7. For the existing residences that have access to the existing Transit Trail private street, a temporary access drive shall be provided and maintained throughout the duration of construction of Transit Trail as a public street. Once Transit Trail is recorded as public right-of-way, and the road is made open to the public, the temporary drive may be abandoned.

Zone A

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

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

BEGINNING at an existing iron pipe bearing NAD 83 (2011) coordinate values of North 720,998.30 feet, East 2,019,786.59 feet; thence North 89° 30' 03" West, 412.24 feet to a point; thence South 26° 30' 06" West, 79.36 feet to a point; thence a curve to the left South 20° 36' 52" West, 75.90 feet (chord), 370.00 feet (radius) to a point; thence South 14° 43' 39" West, 167.18 feet to a point; thence a curve to the left South 28° 16' 03" East, 34.10 feet (chord), 25.00 feet (radius) to a point; thence South 09° 14' 40" West, 29.60 feet to a point; thence North 75° 39' 03" West, 111.13 feet to a point; thence North 14° 20' 57" East, 34.05 feet to a point; thence a curve to the left North 60° 02' 15" East, 35.55 feet (chord), 25.00 feet (radius) to a point; thence North 14° 43' 39" East, 163.27 feet to a point; thence a curve to the right North 20° 36' 52" East, 88.21 feet (chord), 430.00 feet (radius) to a point; thence North 26° 30' 06" East, 150.72 feet to a point; thence a curve to the left North 25° 06' 43" East, 37.35 feet (chord), 770.00 feet (radius) to a point; thence a curve to the left North 09° 52' 14" East, 368.69 feet (chord), 770.00 feet (radius) to a point; thence North 03° 58' 53" West, 28.07 feet to a point; thence North 03° 58' 53" West, 96.17 feet to a point; thence a curve to the right North 00° 20' 14" West, 64.19 feet (chord), 505.00 feet (radius) to a point; thence South 86° 41' 35" East, 60.00 feet to a point; thence South 80° 45' 39" East, 109.43 feet to a point; thence South 52° 58' 07" East, 68.06 feet to a point; thence South 23° 29' 24" East, 73.97 feet to a point; thence South 46° 29' 27" West, 50.55 feet to a point; thence South 08° 02' 55" West, 34.61 feet to a point; thence South 30° 23' 37" East, 308.52 feet to a point; thence South 04° 03' 53" East, 83.22 feet to a point; thence South 03° 33' 46" West, 131.60 feet to the BEGINNING, containing 5.3566 total acres more or less.

This description was prepared for the sole purpose of rezoning and for no other use.

## ZONE B

### Architectural Conditions for RR-CZ - Single Family Residential

1. Vinyl siding is not permitted; however, vinyl windows, decorative elements and trim are permitted.
2. Eaves shall project at least 12 inches from the wall of the structure.
3. Garage doors shall have windows, decorative details or carriage-style adornments on them.
4. Garages on the front façade of a home that faces the street shall not exceed 40% of the total width of the house and garage together.
5. The visible side of a home on a corner lot facing the public street shall contain at least 3 decorative elements such as, but not limited to, the following elements:
  - Windows
  - Bay window
  - Recessed window
  - Decorative window
  - Trim around the windows
  - Wrap around porch or side porch
  - Two or more building materials
  - Decorative brick/stone
  - Decorative trim
  - Decorative shake
  - Decorative air vents on gable
  - Decorative gable
  - Decorative cornice
  - Column
  - Portico
  - Balcony
  - Dormer
6. A varied color palette shall be utilized throughout the subdivision to include a minimum of three color families for siding and shall include varied trim, shutter, and accent colors complementing the siding color.
7. House entrances for units with front-facing single-car garages shall have a prominent covered porch/stoop area leading to the front door.
8. The rear and side elevations of the units that can be seen from the right-of-way shall have trim around the windows.
9. Front porches shall be a minimum of 6 feet deep.

**ZONE B**  
Additional Zoning Conditions

1. For stormwater management, post-development peak runoff shall not exceed pre-development peak runoff conditions for the 1 year, 10 year, and 25 year 24-hour storm events.
2. This development shall provide a maximum density of 1.0 units per acre (including open space and R/W).
3. The minimum average lot size shall be ½ acre.
4. The maximum built-upon area **for this development** shall be 60%, the maximum height shall be 40 ft, and the minimum building setbacks shall be as follows:  
(a) Front – 25 ft; (b) Side – 8 ft. min/20 ft. total; (c) Corner side – 15 ft; (d) Rear – 25 ft.
5. Signage shall be provided in HOA areas surrounding SCMs, regarding the need to eliminate and reduce fertilizer and pet waste near SCMs.
6. Developer shall install pollinator-friendly and native flora within SCM planting areas.
7. At least 75% of the plant species used in the landscape design shall be native species.
8. Perimeter buffers, SCMs, and other HOA maintained areas may be planted with clover or warm season grasses for drought resistance.
9. In order to reduce water consumption and promote pollinator friendly habitat and biodiversity, Homeowner Association covenants shall permit clover lawns throughout the neighborhood.
10. A minimum of one pet waste station shall be installed in HOA common area.
11. Homeowners Association covenants shall not restrict the construction of accessory dwelling units.
12. Any outdoor lighting within HOA maintained areas shall utilize full cutoff fixtures that have a maximum color temperature of 3000K.
13. All homes shall include solar conduit in the building design to facilitate future rooftop solar installations. Developer shall emphasize the availability of solar by providing the statement “Solar Options Available” on the development sign at the front of the subdivision.
14. All garages shall be wired with a 220-volt outlet inside the garage to facilitate charging of electronic vehicles.
15. Developer shall construct Transit Trail according to the Apex Thoroughfare and Collector Street Plan on 60’ public right-of-way from Olive Chapel Road to the northernmost property boundary, to be dedicated prior to the first plat of the subdivision. The developer **shall construct a 24-foot wide section of asphalt (a 6’ reduction from the Major Collector Street typical section)** and shall not be required to construct curb and gutter on the west side of Transit Trail. The east side of Transit Trail shall be constructed with:
  - curb and gutter
  - a 5-foot sidewalk from Olive Chapel Road to the entrance of the future Master Subdivision Plan, and
  - a 10-foot side path from the entrance of the future Master Subdivision Plan to the northernmost extent of the property.
16. For the existing residences that have access to the existing Transit Trail private street, a temporary access drive shall be provided and maintained throughout the duration of construction of Transit Trail as a public street. Once Transit Trail is recorded as public right-of-way, and the road is made open to the public, the temporary drive may be abandoned.
17. A 50’ Type A buffer shall be provided along the eastern boundary line where adjacent to the American Tobacco Trail. A 10’ Type A streetscape buffer shall be provided along the east side of Transit Trail. A 10’ Type B buffer shall be provided along the northern and southern boundary lines. A perimeter landscape buffer shall not be provided along the southeastern boundary line, adjacent to the land owned by USACE. Instead, a split-rail wooden fence shall be provided along the project boundary to provide a physical barrier between the USACE property and the cleared and maintained Town of Apex utility easements which run parallel to the project boundary.
18. Construction shall be restricted to Monday – Saturday, no later than 7pm, to allow for a reprieve from construction noise in the evenings and on Sundays.
19. This development shall not be required to construct a street stub to the northern boundary line (specifically PIN # 0722-02-6366) due to potential future environmental impacts on that adjacent parcel.
20. If a street stub cannot be provided per UDO Sec. 7.2.1.A.2.c, then the branching cul-de-sac length shall not exceed 1,450 linear feet.

## Zone B

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

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

BEGINNING at an existing iron pipe bearing NAD 83 (2011) coordinate values of North 722,135.06 feet, East 2,019,524.68 feet; thence South 80° 45' 39" East, 1415.59 feet to a point; thence South 17° 07' 41" West, 50.60 feet to a point; thence South 20° 08' 57" West, 103.08 feet to a point; thence North 69° 56' 08" West, 10.00 feet to a point; thence South 20° 03' 07" West, 499.87 feet to a point; thence South 69° 56' 54" East, 10.00 feet to a point; thence South 20° 03' 06" West, 101.61 feet to a point; thence North 64° 01' 14" West, 265.94 feet to a point; thence South 70° 14' 11" West, 367.78 feet to a point; thence South 37° 07' 27" West, 241.92 feet to a point; thence North 89° 30' 03" West, 147.47 feet to a point; North 03° 33' 46" East, 131.60 feet to a point; thence North 04° 03' 53" West, 83.22 feet to a point; thence North 30° 23' 37" West, 308.52 feet to a point; thence North 08° 02' 55" East, 34.61 feet; thence North 46° 29' 27" East, 50.55 feet to a point; thence North 23° 29' 24" West, 73.97 feet to a point; thence North 52° 58' 07" West, 68.06 feet to a point; thence North 80° 45' 39" West, 109.43 feet to a point; thence North 86° 41' 35" West, 60.00 feet to a point; thence a curve to the right North 06° 16' 23" East, 52.26 feet (chord), 505.00 feet (radius) to a point; thence North 09° 14' 36" East, 315.75 feet to a point; thence North 09° 16' 39" East, 99.99 feet to a point; thence South 80° 45' 39" East, 29.94 feet to the BEGINNING, containing 23.4854 total acres more or less.

This description was prepared for the sole purpose of rezoning and for no other use.



**AGENT AUTHORIZATION FORM**Application #: 23CZ09Submittal Date: 04/03/23Sarah Iannone & Jonathan Perkins

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

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

The property address is: 1911 Transit TrailThe agent for this project is: Jones & Crossen Engineering, PLLC☐ I am the owner of the property and will be acting as my own agentAgent Name: Patrick KiernanAddress: 221 N Salem St., Suite 001 Apex NC 27502Telephone Number: 919-387-1174E-Mail Address: patrick@jonescrossen.com

Signature(s) of Owner(s)\*

Sarah Iannone  
Sarah Iannone

Type or print name

6-2-23

Date

Jonathan Perkins  
JONATHAN PERKINS

Type or print name

6-2-23

Date

Attach additional sheets if there are additional owners.

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

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

**AFFIDAVIT OF OWNERSHIP**Application #: 23CZ09Submittal Date: 04/03/23

The undersigned, Sarah Iannone & Jonathan Perkins (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 1911 Transit Trail and legally described in Exhibit "A" attached hereto and incorporated herein (the "Property").
2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.
3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated 03/28/2023, and recorded in the Wake County Register of Deeds Office on 03/28/2023, in Book 019294 Page 02413.
4. If Affiant is the authorized agent of the owner(s) of the Property, Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).
5. If Affiant is the owner of the Property, from the time Affiant was deeded the Property on 03/28/2023, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on 03/28/2023, 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 2 day of JUNE, 2023.

[Signature] [Signature] (seal)  
JONATHAN PERKINS Sarah Iannone  
 Type or print name

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, the undersigned, a Notary Public in and for the County of WAKE, hereby certify that Jonathan Perkins & Sarah Iannone Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's driver's license, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.

**ERIN MARGUM**  
**NOTARY PUBLIC**  
 Wake County  
 North Carolina

My Commission Expires 11/19/2025

[Signature]  
 Notary Public  
 State of North Carolina  
 My Commission Expires: November 19, 2025

**AFFIDAVIT OF OWNERSHIP: EXHIBIT A – LEGAL DESCRIPTION**

Application #:

23CZ09

Submittal Date:

04/03/23

**Insert legal description below.**

Smith &amp; Smith Surveyors, P.A.

P.O. Box 457

Apex, N.C. 27502

(919) 362-7111

Firm License No. C-015

Lying and being in Town of Apex, White Oak Township, Wake County, North Carolina and being described more fully as follows to wit:

BEGINNING at a iron pipe set being located North 89°30'03" West, 147.47 feet from an existing iron pipe in a western property line of United States Of America property and being the northeastern most corner of Joseph V. Iannone; thence from the point of BEGINNING with a northern property line of Joseph V. Iannone, North 89°30'03" West 412.24 feet to an existing iron pipe, the northwestern corner of Joseph V. Iannone; thence the following four (4) property lines with aforesaid Iannone, South 26°30'06" West, 79.36 feet to an existing iron pipe, a curve in a counter-clockwise direction having a radius of 370.00 feet , a length of 76.03 feet and a chord of South 20°36'52" West, 75.90 feet to an existing iron pipe, South 14°43'39" East, 167.18 feet to existing iron pipe, a curve in a counter-clockwise direction having a radius of 25.00 feet, a length of 37.52 feet, and a chord of South 28°16'03" East, 34.10 feet to an existing iron pipe on the northern right-of-way of N.C.S.R. No. 1160 (Olive Chapel Road); thence South 09°14'40" West, 29.60 feet to a mag-nail set in aforesaid road center line; thence with the centerline of N.C.S.R. No. 1160 (Olive Chapel Road) North 75°39'03" West, 46.08 feet to a mag-nail set; thence the following four (4) property eastern lines with JVI Building & Development, Inc., North 14°43'39" East, 221.89 feet to a iron pipe set, a curve in a clockwise direction having a radius of 390.00 feet, a length of 80.14' and a chord of North 20°36'52" East, 80.00 feet to an iron pipe set, North 26°30'06" East, 150.72 feet to an iron pipe set, and a curve in a counter-clockwise direction having a radius of 810.00 feet, a length of 181.07 feet and a chord of North 20°05'51" East, 180.70 feet to an iron pipe set, being a southern corner of JVI Building & Development, Inc; thence the following two (2) southern property lines of JVI Building & Development, Inc., North 81°19'05" East, 163.17 feet to an iron pipe set, North 67°09'10" East, 125.40 feet to an iron pipe set, a corner in a western property line of Joseph V. Iannone, Jr.; thence the following three property lines with Joseph V Iannone, Jr., South 30°23'37" East, 121.77 feet to an existing iron pipe, South 04°03'53" East, 83.22 feet to an existing iron pipe, South 03°33'46" West, 131.60 feet to the point and place of BEGINNING containing 2.5499 acres more or less. The above-described parcel of land being all of Wake County PIN 0712-91-5181.

**AGENT AUTHORIZATION FORM**Application #: 23CZ09Submittal Date: 04/03/23JVI Building & Development Inc.

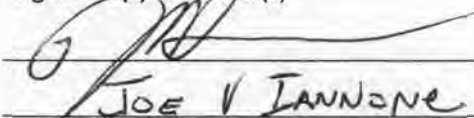
is the owner\* of the property for which the attached

application is being submitted:

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

The property address is: 1901 Transit TrailThe agent for this project is: Jones & Cossen Engineering, PLLC☐ I am the owner of the property and will be acting as my own agentAgent Name: Patrick KiernanAddress: 221 N Salem St., Suite 001 Apex NC 27502Telephone Number: 919-387-1174E-Mail Address: patrick@jonescossen.com

Signature(s) of Owner(s)\*

  
JOE V IANNONE

Type or print name

6-2-23

Date

Type or print name

Date

Attach additional sheets if there are additional owners.

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

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

**AFFIDAVIT OF OWNERSHIP**Application #: 23CZ09Submittal Date: 04/03/23

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

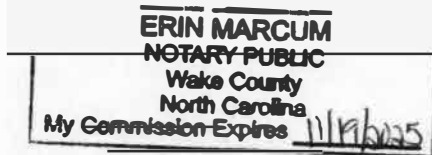
1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the sole owner, or is the authorized agent of all owners, of the property located at 1901 Transit Trail and legally described in Exhibit "A" attached hereto and incorporated herein (the "Property").
2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.
3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated 03/28/2023, and recorded in the Wake County Register of Deeds Office on 03/28/2023, in Book 019294 Page 02391.
4. If Affiant is the authorized agent of the owner(s) of the Property, Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).
5. If Affiant is the owner of the Property, from the time Affiant was deeded the Property on 03/28/2023, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on 03/28/2023, 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 2<sup>nd</sup> day of June, 2023.

[Signature] (seal)  
JOE V IANNONE  
 Type or print name

STATE OF NORTH CAROLINA  
 COUNTY OF WAKE

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



[NOTARY SEAL]

[Signature]  
 Notary Public

State of North Carolina  
 My Commission Expires: November 19, 2025

**AFFIDAVIT OF OWNERSHIP: EXHIBIT A – LEGAL DESCRIPTION**

Application #:

23CZ09

Submittal Date:

04/03/23

**Insert legal description below.****Smith & Smith Surveyors, P.A.**

P.O. Box 457

Apex, N.C. 27502

(919) 362-7111

Firm License No. C-015

Lying and being in Town of Apex, White Oak Township, Wake County, North Carolina and being described more fully as follows to wit:

BEGINNING at a iron pipe set in a western property line of Joseph V. Iannone, Jr.; thence with the following six (6) property lines with Joseph V. Iannone, Jr., South 67°09'10" West, 125.40 feet to a iron pipe set, South 81°19'05" West, 163.17 feet to an iron pipe set, a curve in a clockwise direction having a radius of 810.00 feet, a length of 181.07 feet, a chord of South 20°05'51" West, 180.70 feet, to an iron pipe set, South 26°30'06" West, 150.72 feet to an iron pipe set, a curve in a counter-clockwise direction having a radius of 390.00 feet, a length of 80.14 feet and a chord of South 20°36'52" West, 80.00 feet to an iron pipe set, South 14°43'39" West, 221.89 feet to a mag-nail set in centerline of N.C.S.R. No. 1160 (Olive Chapel Road); thence with the centerline of N.C.S.R. No. 1160 (Olive Chapel Road) North 75°39'03" West, 20.00 feet to a mag-nail set; thence the following fourteen (14) property lines with Joseph V. Iannone, Jr., North 14°43'39" East, 222.02' feet to an iron pipe set, a curve in a clockwise direction having a radius of 410.00 feet, a length of 84.25 feet and a chord of North 20°36'52" East, 84.11 feet, North 26°30'06" East, 150.72 feet to an iron pipe set, and a curve in a counter-clockwise direction having a radius of 790.00 feet, a length of 420.30 feet, and a chord of North 11°15'37" East, 415.36 feet to an iron pipe set, North 03°58'53" West, 124.24 feet to an iron pipe set, a curve in a clockwise direction having a radius of 485.00 feet, a length of 61.51 feet, and a chord of North 00°20'52" West, 61.47 feet to an iron pipe set, South 86°39'28" East, 40.00 to an iron pipe set, South 80°48'28" East, 109.17 feet to an iron pipe set, South 52°58'57" East, 68.01 feet to an iron pipe set, South 23°47'20" East, 74.02 feet to an iron pipe set, South 46°29'27" West, 50.67 feet to an existing iron pipe, South 08°02'55" West, 34.61 feet to an existing iron pipe, South 30°23'37" East, 186.75 feet to the point and place of BEGINNING containing 2.2956 acres more or less. The above-described parcel of land being all of Wake County PIN 0712-91-5329.



**AGENT AUTHORIZATION FORM**Application #: 23CZ09 Submittal Date: 04/03/23

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

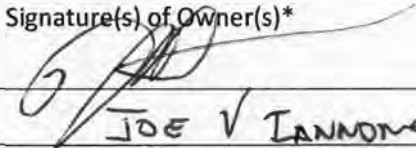
- ☒ Rezoning: For Conditional Zoning and Planned Development rezoning applications, this authorization includes express consent to zoning conditions that are agreed to by the Agent which will apply if the application is approved.
- ☐ Site Plan
- ☒ Subdivision
- ☐ Variance
- ☐ Other: \_\_\_\_\_

The property address is: 0 Olive Chapel RdThe agent for this project is: Jones & Crossen Engineering, PLLC

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

Agent Name: Patrick KiernanAddress: 221 N Salem St., Suite 001 Apex NC 27502Telephone Number: 919-387-1174E-Mail Address: patrick@jonescrossen.com

Signature(s) of Owner(s)\*

  
\_\_\_\_\_  
JOE V IANNONE

Type or print name

6-2-23

Date

\_\_\_\_\_  
\_\_\_\_\_  
Type or print name

Date

Attach additional sheets if there are additional owners.

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

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

**AFFIDAVIT OF OWNERSHIP**Application #: 23CZ09 Submittal Date: 04/03/23

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

1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the sole owner, or is the authorized agent of all owners, of the property located at 0 Olive Chapel Rd and legally described in Exhibit "A" attached hereto and incorporated herein (the "Property").
2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.
3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated 01/20/2023, and recorded in the Wake County Register of Deeds Office on 01/20/2023, in Book 19245 Page 1563.
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 01/20/2023, 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 01/20/2023, 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 2<sup>nd</sup> day of June, 2023.

(seal)

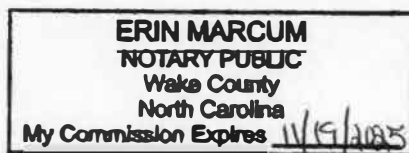
JOE V IANNONE

Type or print name

STATE OF NORTH CAROLINA

COUNTY OF WAKE

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



[NOTARY SEAL]

[Signature]  
Notary Public  
State of North Carolina  
My Commission Expires: November 19, 2025

**AFFIDAVIT OF OWNERSHIP: EXHIBIT A – LEGAL DESCRIPTION**

Application #: 23CZ09

Submittal Date: 04/03/23

**Insert legal description below.**

Smith & Smith Surveyors, P.A  
P.O. Box 457  
Apex, N.C. 27502  
(919) 362-7111  
Firm License No. C-015

Lying and being in Town of Apex, White Oak Township, Wake County, North Carolina and being described more fully as follows to wit:

BEGINNING at an existing iron pipe being a southeastern corner of Martha S. Clement; thence with a southern property line of Martha S. Clement, South 80°45'39" East, 1,445.53 feet to an existing iron pipe in a western property line of the N.C. Department of Transportation lands; thence the following five (5) western property lines of the N.C. Department of Transportation, South 17°07'41" West, 50.60 feet to an oak tree, South 20°08'57" West, 103.08 feet to a nail at a disturbed existing iron pipe, North 69°56'08" West, 10.00 feet to an existing iron pipe, South 20°03'07" West, 499.87 feet to an existing iron pipe, South 69°56'54" East, 10.00 feet to an existing iron pipe, South 20°03'06" West, 101.61 feet to existing iron pipe at a destroyed concrete monument, a corner with property owned by the United States Of America; thence the following three (3) property lines with property owned by U.S.A., North 64°01'14" West, 265.94 feet to an existing iron pipe, South 70°14'11" West, 367.78 feet to an existing iron pipe (buried), and South 37°07'27" West, 241.92 feet to an existing iron pipe, a northeastern corner of Joseph V. Iannone, Jr.; thence with a northern property line of Iannone, North 89°30'03" West, 147.47 feet to an iron pipe set, the southeastern corner of Sara Jessica Iannone; thence the following three (3) property lines with Sara Jessica Iannone, North 03°33'46" East, 131.60 feet, to an existing iron pipe, North 04°03'53" East, 83.22 feet to an existing iron pipe, North 30°23'37" West, 121.77 feet to an iron pipe set, an eastern corner of JVI Building & Development, Inc.; thence the following thirteen (13) property lines with JVI Building & Development, Inc., North 30°23'37" West, 186.75 feet to an existing iron pipe, North 08°02'55" East, 34.61 feet to an existing iron pipe, North 46°29'27" East, 50.67 feet to an existing iron pipe, North 23°47'20" West, 74.02 feet to an iron pipe set, North 52°58'57" West, 68.01 feet to an iron pipe set, North 80°48'28" West, 109.17 feet, to an iron pipe set, North 86°39'28" West, 40.00 feet to an iron pipe set, a curve in a counter-clockwise direction having a radius of 485.00 feet, a length of 61.51 feet and a chord of South 00°20'52" East, 61.47 feet to an iron pipe set, South 03°58'53" East, 124.24 feet to an iron pipe set, a curve in a clockwise direction with a radius of 420.30 feet and a chord of South 11°15'37" West, 415.36 feet to an iron pipe set, South 26°30'06" West, 150.72 feet to an iron pipe set, a curve in a counter-clockwise direction having a radius of 410.00 feet, a length of 84.25 feet and a chord of South 20°36'52" West, 84.11 feet to an iron pipe set, South 14°43'39" West, 222.02 feet to a mag-nail set in the centerline of N.C.S.R. No. 1160 ( Olive Chapel Road); thence with the road, North 75°39'03" West, 45.05 feet to a mag-nail set in the road centerline; thence the following six (6) eastern property lines of Martha S. Clement, North 14°20'57" East, 34.05 feet to an existing iron pipe on the northern right-of-way of N.C.S.R. No. 1160 (Olive Chapel Road); thence a curve in a counter-clockwise direction having a radius of 25.00 feet, a length of 39.54 feet and a chord of North 60°02'15" East, 35.55 feet to an existing iron pipe, North 14°43'39" East, 163.27 feet to an existing iron pipe, a curve in a clockwise direction having a radius of 430.00 feet, a length of 88.36 feet, and a chord of North 20°36'52" East, 88.21 feet to an existing iron pipe, North 26°30'06" East, 150.72 feet, to an existing iron pipe, a curve in a counter-clockwise direction, having a radius of 770.00 feet, a length of 37.35 feet, and a chord of North 25°06'43" East, 37.35 feet to an existing iron pipe, being the southeast corner of Rebecca C. Wingler; thence the following two (2) property lines with aforesaid Wingler, a curve in a counter-clockwise direction having a radius of 770.00 feet, a length of 372.31 feet, and a chord of North 09°52'14" East, 368.69 feet to an existing iron pipe, North 03°58'53" West, 28.07 to an existing iron pipe, an eastern corner of Martha S. Clement; thence the following four (4) property lines of Martha S. Clement, North 03°58'53" West, 96.17 feet to an existing iron pipe, a curve in a clockwise direction, having a radius of 505.00 feet, a length of 116.52 feet, and a chord of North 02°37'44" East, 116.27 feet to an existing iron pipe, North 09°14'36" East, 315.75 feet to an existing iron pipe, North 09°16'39" East, 99.99 feet to the point and place of BEGINNING containing 23.9964 acres more or less. The above-described parcel of land being all of Wake County PIN 0722-01-1613.

# 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.

February 24 2023

Date

Dear Neighbor:

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

0 Olive Chapel Rd

0722-01-1633 & 0712-91-5079

Address(es)

PIN(s)

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

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

Application Type		Approving Authority
<input checked="" type="checkbox"/>	Rezoning (including Planned Unit Development)	Town Council
<input type="checkbox"/>	Major Site Plan	Technical Review Committee (staff)
<input type="checkbox"/>	Minor Site Plan for the uses "Day care facility", "Government service", "School, public or private", "Restaurant, drive-through", or "Convenience store with gas sales"	Technical Review Committee (staff)
<input type="checkbox"/>	Special Use Permit	Board of Adjustment (QJPH*)
<input checked="" type="checkbox"/>	Residential Master Subdivision Plan (excludes exempt subdivisions)	Technical Review Committee (staff)

\*Quasi-Judicial Public Hearing: The Board of Adjustment cannot discuss the project prior to the public hearing.

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

See enclosed meeting description.

Estimated submittal date: April 03, 2023

## MEETING INFORMATION:

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

Applicant(s): JVI Building & Development

Contact information (email/phone): patrick@jonescnossen.com/919-387-1174

Meeting Address: Zoom meeting - See enclosed details

Date/Time of meeting\*\*: March 15, 2023 6:00 PM

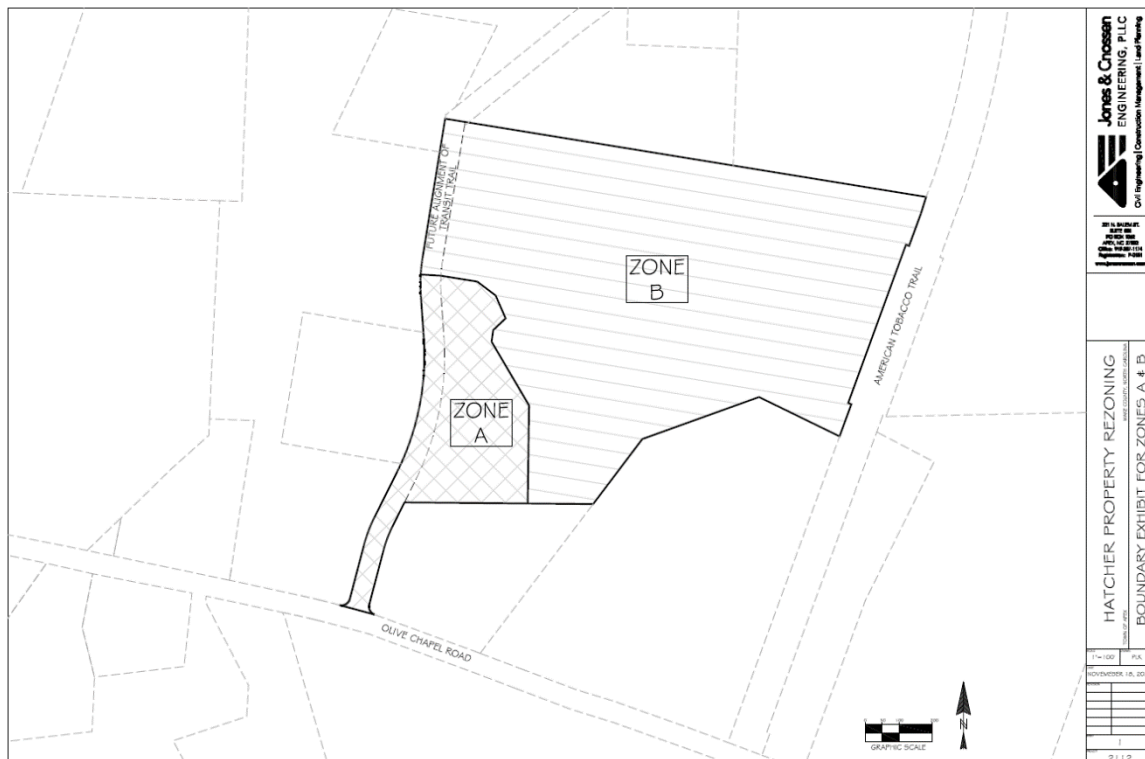
Welcome: 6:00 PM Project Presentation: 6:05 PM Question & Answer: 6:15 PM

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

### Meeting Description

This is a follow-up meeting to the meetings held on 4/27/22 and 12/05/22, regarding the Hatcher Property rezoning. The rezoning (Case # 22CZ12) was approved at the January 10<sup>th</sup> Apex Town Council meeting, and after the meeting it came to our attention that the interpretation of one of the zoning conditions is not what we had anticipated. For that reason, a separate rezoning petition is being submitted simply to address the one condition that we are hoping to amend. With the new zoning petition comes the requirement for another neighborhood meeting, which is the reason for this letter. The condition that we are hoping to amend is in regards to the total width of Transit Trail being constructed at this time. The Town of Apex standard for a Major Collector street is 30' of asphalt, but we are proposing to construct 24', which accounts for two full lanes of traffic (at 11' per lane) and a 2' paved shoulder along the western edge. Since the entire western edge of the new road alignment is fronted by residents outside of Apex jurisdiction, we feel that the road should not need to be constructed in its entire Major Collector form until further development has occurred in this region, or until Transit Trail continues north and connects to US 64.

The two zoning boundaries are the same as shown at the meeting on 12/05/22. The exhibit below is included to highlight these two zoning boundaries. No other changes are being made to the approved zoning conditions.



### Zoom Meeting Details – Hatcher Property Rezoning

When: March 15, 2023 - 6:00 PM Eastern Time (US and Canada)

**Register using the QR code:**

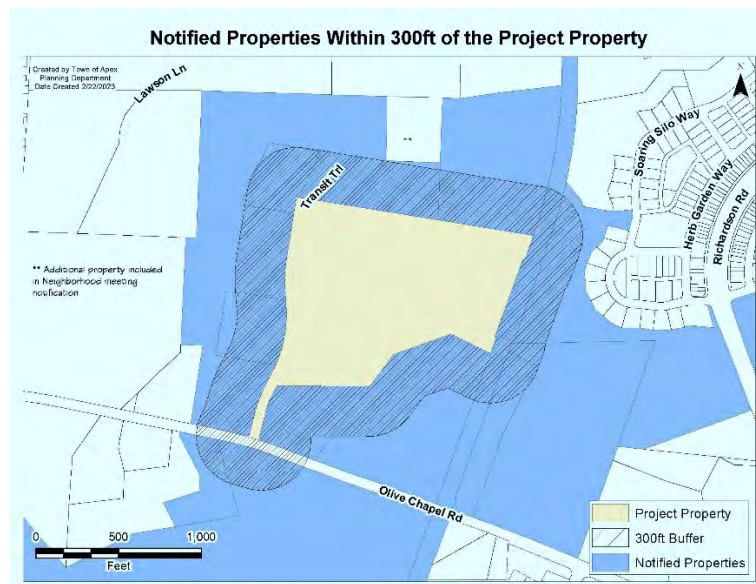


**Or go to: [www.zoom.com](http://www.zoom.com). Click on “JOIN”. Enter the Meeting ID: 825 1830 5020 and then the Passcode: 244297.**

Provide your First & Last Name, Email address and Street address. This will help with attendance at the meeting and register you for the meeting. You will then receive an email confirmation with a link to join the meeting on March 15th.

**Or join the meeting by phone:** dial (309) 205-3325 or (312) 626-6799 and enter the Meeting ID 825 1830 5020 and the Passcode 244297. If there are any questions regarding the upcoming meeting or you experience any issues registering for the meeting, please contact our office for assistance.

### Vicinity Exhibit





# PROJECT CONTACT INFORMATION

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

## Development Contacts:

Project Name: Hatcher Property Zoning: RR-CZ

Location: 0 Olive Chapel Rd

Property PIN(s): 0722-01-1633 & 0712-91-5079 Acreage/Square Feet: 28.842

Property Owner: Joseph Iannone Jr

Address: 2509 Southwinds Run

City: Apex State: NC Zip: 27502

Phone: 919-387-8846 Email: joey@jviconstruction.com

Developer: JVI Building & Development

Address: 1600 Olive Chapel Rd, Suite 400

City: Apex State: NC Zip: 27502

Phone: 919-387-8846 Fax: \_\_\_\_\_ Email: joey@jviconstruction.com

Engineer: Jones & Cnossen Engineering, PLLC - Patrick Kiernan

Address: PO Box 1062

City: Apex State: NC Zip: 27502

Phone: 919-387-1174 Fax: \_\_\_\_\_ Email: patrick@jonescnossen.com

Builder (if known): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

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

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

### Providing Input to Town Council:

Each Town Council meeting agenda includes a Public Forum time when anyone is permitted to speak for three (3) minutes on any topic with the exception of items listed as Public Hearings for that meeting. The Town Council meets on the 2<sup>nd</sup> and 4<sup>th</sup> 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](mailto: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.

<b>Noise &amp; Hours of Construction:</b>	<b>Non-Emergency Police</b>	<b>919-362-8661</b>
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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.

<b>Construction Traffic:</b>	<b>James Misciagno</b>	<b>919-372-7470</b>
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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).

<b>Road Damage &amp; Traffic Control:</b>	<b>Water Resources – Infrastructure Inspections</b>	<b>919-362-8166</b>
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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.

<b>Parking Violations:</b>	<b>Non-Emergency Police</b>	<b>919-362-8661</b>
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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.

<b>Dirt in the Road:</b>	<b>James Misciagno</b>	<b>919-372-7470</b>
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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.

<b>Dirt on Properties or in Streams:</b>	<b>James Misciagno</b> <b>Danny Smith</b>	<b>919-372-7470</b> <b><a href="mailto:Danny.Smith@ncdenr.gov">Danny.Smith@ncdenr.gov</a></b>
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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](mailto:danny.smith@ncdenr.gov)) with the State.

<b>Dust:</b>	<b>James Misciagno</b>	<b>919-372-7470</b>
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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.

<b>Trash:</b>	<b>James Misciagno</b>	<b>919-372-7470</b>
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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.

<b>Temporary Sediment Basins:</b>	<b>James Misciagno</b>	<b>919-372-7470</b>
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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.

<b>Stormwater Control Measures:</b>	<b>Jessica Bolin</b>	<b>919-249-3537</b>
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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.

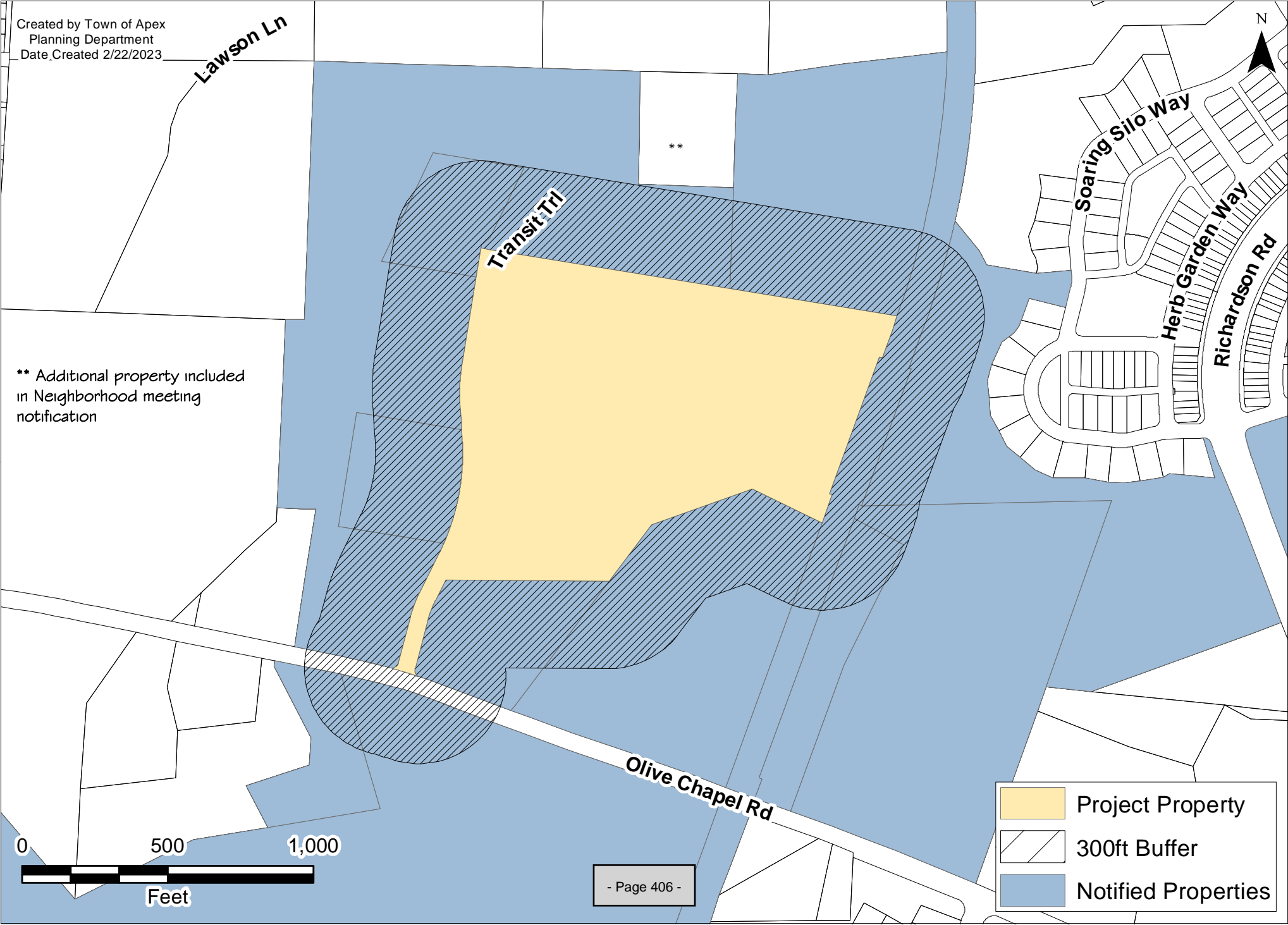
<b>Electric Utility Installation:</b>	<b>Rodney Smith</b>	<b>919-249-3342</b>
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Concerns with electric utility installation can be addressed by the Apex Electric Utilities Department. Contact Rodney Smith at 919-249-3342.

SITE ADDRESS		PIN NUMBER	OWNER	MAILING ADDRESS	
2916 OLIVE CHAPEL RD	0722101607	APEX TOWN OF	PO BOX 250	APEX NC 27502-0250	
3020 OLIVE CHAPEL RD	0722026366	CLEMENT, MARTHA S	3200 OLIVE CHAPEL RD	APEX NC 27502-6785	
1812 TRANSIT TRL	0712924321	CLEMENT, MARTHA SMITH	3200 OLIVE CHAPEL RD	APEX NC 27502-6785	
3100 OLIVE CHAPEL RD	0712905851	IANNONE, JOSEPH V JR	2509 SOUTHWINDS RUN	APEX NC 27502-6512	
0 US 64 HWY W	0711986221	NC DEPARTMENT OF TRANSPORTATION	PO BOX 25201	RALEIGH NC 27611-5201	
2948 OLIVE CHAPEL RD	0722006782	NORTH CAROLINA STATE OF	STATE PROPERTY OFFICE	1321 MAIL SERVICE CTR	RALEIGH NC 27699-1321
0 RICHARDSON RD	0722118310	SMITH FARM OF APEX HOMEOWNERS ASSOCIATION INC	ELITE MANAGEMENT	4112 BLUE RIDGE RD STE 100	RALEIGH NC 27612-4652
3129 OLIVE CHAPEL RD	0712809339	THORNTON, ANNE HARRIS	3129 OLIVE CHAPEL RD	APEX NC 27502-5710	
1101 NEW HILL OLIVE CHAPEL RD	0711668680	UNITED STATES OF AMERICA	310 NEW BERN AVE	RALEIGH NC 27601-1441	
1904 TRANSIT TRL	0712912324	WINGLER, REBECCA C WINGLER, BRIAN C	1904 TRANSIT TRL	APEX NC 27502-8505	
		Current Tenant	3020 Olive Chapel RD	APEX NC 27502	
		Current Tenant	3100 Olive Chapel RD	APEX NC 27502	

Created by Town of Apex Planning Department  
Date Created: 2/22/2023

# Notified Properties Within 300ft of the Project Property



# NEIGHBORHOOD MEETING SIGN-IN SHEET

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

Meeting Address: Zoom

Date of meeting: March 15, 2023 Time of meeting: 6:00 PM -8:00 PM

Property Owner(s) name(s): Joesph Iannone Jr

Applicant(s): JVI Building & Development

Please print your name below, state your address and/or affiliation with a neighborhood group, and provide your phone number and email address. Providing your name below does not represent support or opposition to the project; it is for documentation purposes only. For virtual meetings, applicants must include all known participants and request the information below.

	NAME/ORGANIZATION	ADDRESS	PHONE #	EMAIL	SEND PLANS & UPDATES
1.	Patrick Kiernan - proj. rep	221 N Salem St, Suite 001			
2.	Brian & Rebecca Wingler	1904 Transit Trail			
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): Joseph Iannone Jr

Applicant(s): JVI Building & Development

Contact information (email/phone): patrick@jonescrosen.com/ 919-387-1174

Meeting Address: Zoom

Date of meeting: March 15, 2023

Time of meeting: 6:00 PM - 8:00 PM

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

Question/Concern #1:

What is going on with the sewer construction at the back of the property?

Applicant's Response:

The developer had chosen to have the sewer outfall designed and reviewed prior to the original rezoning for this property (approved January '23). That meant that once the rezoning was passed, there was an approved set of plans for the contractor to hit the ground running with installing the sewer.

Question/Concern #2:

Can we let the developer know that construction vehicles have caused some maintenance issues on Transit Tr?

The neighbors have had to fix some of these issues themselves and are hoping something can be done to reduce this.

Applicant's Response:

Passing this along to the developer.

Question/Concern #3:

Applicant's Response:

Question/Concern #4:

Applicant's Response:

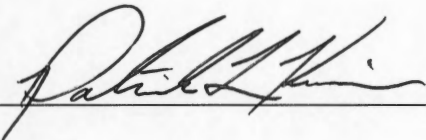
# AFFIDAVIT OF CONDUCTING A NEIGHBORHOOD MEETING, SIGN-IN SHEET AND ISSUES/RESPONSES SUBMITTAL

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

I, Patrick L. Kiernan, do hereby declare as follows:  
Print Name

1. I have conducted a Neighborhood Meeting for the proposed Rezoning, Major Site Plan, Minor Site Plan, Residential Master Subdivision Plan, or Special Use Permit in accordance with UDO Sec. 2.2.7.B *Neighborhood Meeting*.
2. The meeting invitations were mailed to the Apex Planning Department, all property owners and tenants abutting and within 300 feet of the subject property and any neighborhood association that represents citizens in the notification area via first class mail a minimum of 14 days in advance of the Neighborhood Meeting.
3. The meeting was conducted at Zoom (location/address)  
on March 15, 2023 (date) from 6:00 PM (start time) to 8:00 PM (end time).
4. I have included the mailing list, meeting invitation, sign-in sheet, issue/response summary, and zoning map/reduced plans with the application.
5. I have prepared these materials in good faith and to the best of my ability.

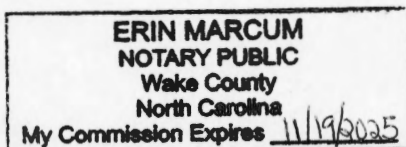
3/16/23  
Date

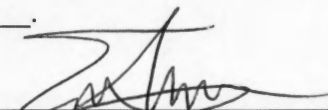
By: 

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

Sworn and subscribed before me, Erin Marcum, a Notary Public for the above State and County, on this the 16th day of March, 2023.

SEAL



  
Notary Public  
Erin Marcum  
Print Name

My Commission Expires: November 19, 2025



Prepared by: Town of Apex Planning Department  
April 2023  
February 2023 Aerial Photography

Rezoning #23CZ09

Smith  
Farm PUD

American Tobacco Trail

Olive Chapel Rd



Public Hearing Sign Posted By  
  
Signature  
4/11/2023  
Date



**TOWN OF APEX**

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

**PUBLIC NOTIFICATION  
OF PUBLIC HEARINGS  
CONDITIONAL ZONING #23CZ09  
Hatcher Property Revision**

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:** JVI Building & Development, Inc

**Authorized Agent:** Patrick Kiernan, Jones & Cnossen Engineering, PLLC

**Property Addresses:** 0 Olive Chapel Rd; 1901 & 1911 Transit Trail

**Acreage:** ±28.842 acres

**Property Identification Numbers (PINs):** 0722011613, 0712915329, & 0712915181

**2045 Land Use Map Designation:** Rural Transition Residential

**Existing Zoning of Properties:** Rural Residential-Conditional Zoning (RR-CZ #22CZ12)

**Proposed Zoning of Properties:** Rural Residential-Conditional Zoning (RR-CZ)

**Public Hearing Location:** Apex Town Hall  
Council Chamber, 2<sup>nd</sup> Floor  
73 Hunter Street, Apex, North Carolina

**Planning Board Public Hearing Date and Time: June 12, 2023 4:30 PM**

You may attend the meeting in person or view the meeting through the Town's YouTube livestream at:  
<https://www.youtube.com/c/townofapexgov>.

If you are unable to attend, you may provide a written statement by email to [public.hearing@apexnc.org](mailto:public.hearing@apexnc.org), or submit it to the clerk of the Planning Board, Jeri Pederson (73 Hunter Street or USPS mail - P.O. Box 250, Apex, NC 27502), at least two business days prior to the Planning Board vote. You must provide your name and address for the record. The written statements will be delivered to the Planning Board prior to their vote. Please include the Public Hearing name in the subject line.

**A separate notice of the Town Council public hearing on this project will be mailed and posted in order to comply with State public notice requirements.**

**Vicinity Map:**

Property owners, tenants, and neighborhood associations within 300 feet of the proposed conditional zoning have been sent this notice via first class mail. All interested parties may submit comments with respect to the application by the means specified above. In addition to the above map, the location of the property may be viewed online at <https://maps.raleighnc.gov/maps>. The 2045 Land Use Map may be viewed online at [www.apexnc.org/DocumentCenter/View/478](http://www.apexnc.org/DocumentCenter/View/478). You may call 919-249-3426, Planning Department, with questions or for further information. To view the petition and related documents on-line: <https://www.apexnc.org/DocumentCenter/View/42704>.

Dianne F. Khin, AICP  
Planning Director





**TOWN OF APEX**  
PO BOX 250  
APEX, NORTH CAROLINA 27502  
TELÉFONO 919-249-3426

**NOTIFICACIÓN PÚBLICA DE AUDIENCIAS PÚBLICAS**  
**ORDENAMIENTO TERRITORIAL CONDICIONAL #23CZ09**  
**Hatcher Property Revision**

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:** JVI Building & Development, Inc

**Agente autorizado:** Patrick Kiernan, Jones & Cnossen Engineering, PLLC

**Dirección de las propiedades:** 0 Olive Chapel Rd; 1901 & 1911 Transit Trail

**Superficie:** ±28.842 acres

**Números de identificación de las propiedades:** 0722011613, 0712915329, & 0712915181

**Designación en el Mapa de Uso Territorial para 2045:** Rural Transition Residential

**Ordenamiento territorial existente de las propiedades:** Rural Residential-Conditional Zoning (RR-CZ #22CZ12)

**Ordenamiento territorial propuesto para las propiedades:** Rural Residential-Conditional Zoning (RR-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:** 12 de junio de 2023 4:30 P.M.

Puede asistir a la reunión de manera presencial o seguir la transmisión en directo por YouTube a través del siguiente enlace: <https://www.youtube.com/c/townofapexgov>.

Si no puede asistir, puede enviar una declaración escrita por correo electrónico a [public.hearing@apexnc.org](mailto:public.hearing@apexnc.org), o presentarla a la secretaria de la Junta de Planificación, Jeri Pederson (73 Hunter Street o por correo USPS a P.O. Box 250, Apex, NC 27502), al menos dos días hábiles antes de la votación de la Junta de Planificación. Debe proporcionar su nombre y dirección para que conste en el registro. Las declaraciones escritas se entregarán a la Junta de Planificación antes de la votación. No olvide incluir el nombre de la audiencia pública en el asunto.

De conformidad con los requisitos estatales de notificaciones públicas, se enviará por correo y se publicará por separado una notificación de la audiencia pública del Consejo Municipal sobre este proyecto.

**Mapa de las inmediaciones:**



Los propietarios, inquilinos y asociaciones de vecinos en un radio de 300 pies del Ordenamiento Territorial Condicional propuesto han recibido esta notificación por correo postal de primera clase. Todas las partes interesadas pueden presentar comentarios sobre la solicitud a través de los medios especificados anteriormente. La ubicación de la propiedad también puede verse aquí: <https://maps.raleighnc.gov/maps>. Puede ver el Mapa de Uso Territorial para 2045 aquí: <https://www.apexnc.org/DocumentCenter/View/478>. Si tiene preguntas o desea obtener más información, puede comunicarse con el Departamento de Planificación al 919-249-3426. Puede ver la solicitud y otros documentos relacionados aquí: <https://www.apexnc.org/DocumentCenter/View/42704>.

Dianne F. Khin, AICP  
Directora de Planificación





## TOWN OF APEX

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

## PUBLIC NOTIFICATION OF PUBLIC HEARINGS CONDITIONAL ZONING #23CZ09 Hatcher Property Revision

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:** JVI Building & Development, Inc

**Authorized Agent:** Patrick Kiernan, Jones & Cossen Engineering, PLLC

**Property Addresses:** 0 Olive Chapel Rd; 1901 & 1911 Transit Trail

**Acreage:** ±28.842 acres

**Property Identification Numbers (PINs):** 0722011613, 0712915329, & 0712915181

**2045 Land Use Map Designation:** Rural Transition Residential

**Existing Zoning of Properties:** Rural Residential-Conditional Zoning (RR-CZ #22CZ12)

**Proposed Zoning of Properties:** Rural Residential-Conditional Zoning (RR-CZ)

**Public Hearing Location:** Apex Town Hall  
Council Chamber, 2<sup>nd</sup> Floor  
73 Hunter Street, Apex, North Carolina

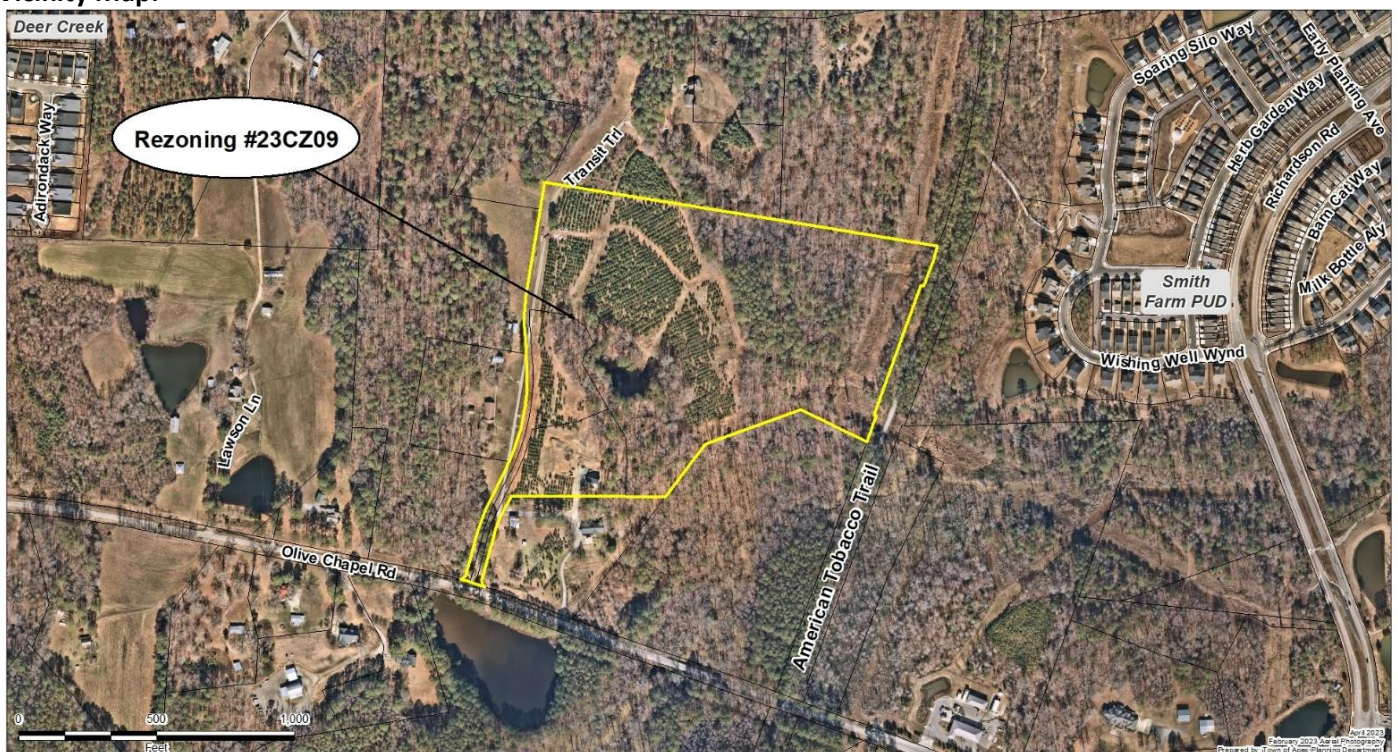
### **Planning Board Public Hearing Date and Time: June 12, 2023 4:30 PM**

You may attend the meeting in person or view the meeting through the Town's YouTube livestream at:  
<https://www.youtube.com/c/townofapexgov>.

If you are unable to attend, you may provide a written statement by email to [public.hearing@apexnc.org](mailto:public.hearing@apexnc.org), or submit it to the clerk of the Planning Board, Jeri Pederson (73 Hunter Street or USPS mail - P.O. Box 250, Apex, NC 27502), at least two business days prior to the Planning Board vote. You must provide your name and address for the record. The written statements will be delivered to the Planning Board prior to their vote. Please include the Public Hearing name in the subject line.

**A separate notice of the Town Council public hearing on this project will be mailed and posted in order to comply with State public notice requirements.**

### **Vicinity Map:**



Property owners, tenants, and neighborhood associations within 300 feet of the proposed conditional zoning have been sent this notice via first class mail. All interested parties may submit comments with respect to the application by the means specified above. In addition to the above map, the location of the property may be viewed online at <https://maps.raleighnc.gov/imaps>. The 2045 Land Use Map may be viewed online at [www.apexnc.org/DocumentCenter/View/478](http://www.apexnc.org/DocumentCenter/View/478). You may call 919-249-3426, Planning Department, with questions or for further information. To view the petition and related documents on-line: <https://www.apexnc.org/DocumentCenter/View/42704>.

Dianne F. Khin, AICP  
Planning Director





## TOWN OF APEX

PO BOX 250  
APEX, NORTH CAROLINA 27502  
TELÉFONO 919-249-3426

## NOTIFICACIÓN PÚBLICA DE AUDIENCIAS PÚBLICAS

ORDENAMIENTO TERRITORIAL CONDICIONAL #23CZ09  
Hatcher Property Revision

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:** JVI Building & Development, Inc

**Agente autorizado:** Patrick Kiernan, Jones & Cnossen Engineering, PLLC

**Dirección de las propiedades:** 0 Olive Chapel Rd; 1901 & 1911 Transit Trail

**Superficie:** ±28.842 acres

**Números de identificación de las propiedades:** 0722011613, 0712915329, & 0712915181

**Designación en el Mapa de Uso Territorial para 2045:** Rural Transition Residential

**Ordenamiento territorial existente de las propiedades:** Rural Residential-Conditional Zoning (RR-CZ #22CZ12)

**Ordenamiento territorial propuesto para las propiedades:** Rural Residential-Conditional Zoning (RR-CZ)

**Lugar de la audiencia pública:** Ayuntamiento de Apex

Cámara del Consejo, 2º piso

73 Hunter Street, Apex, Carolina del Norte

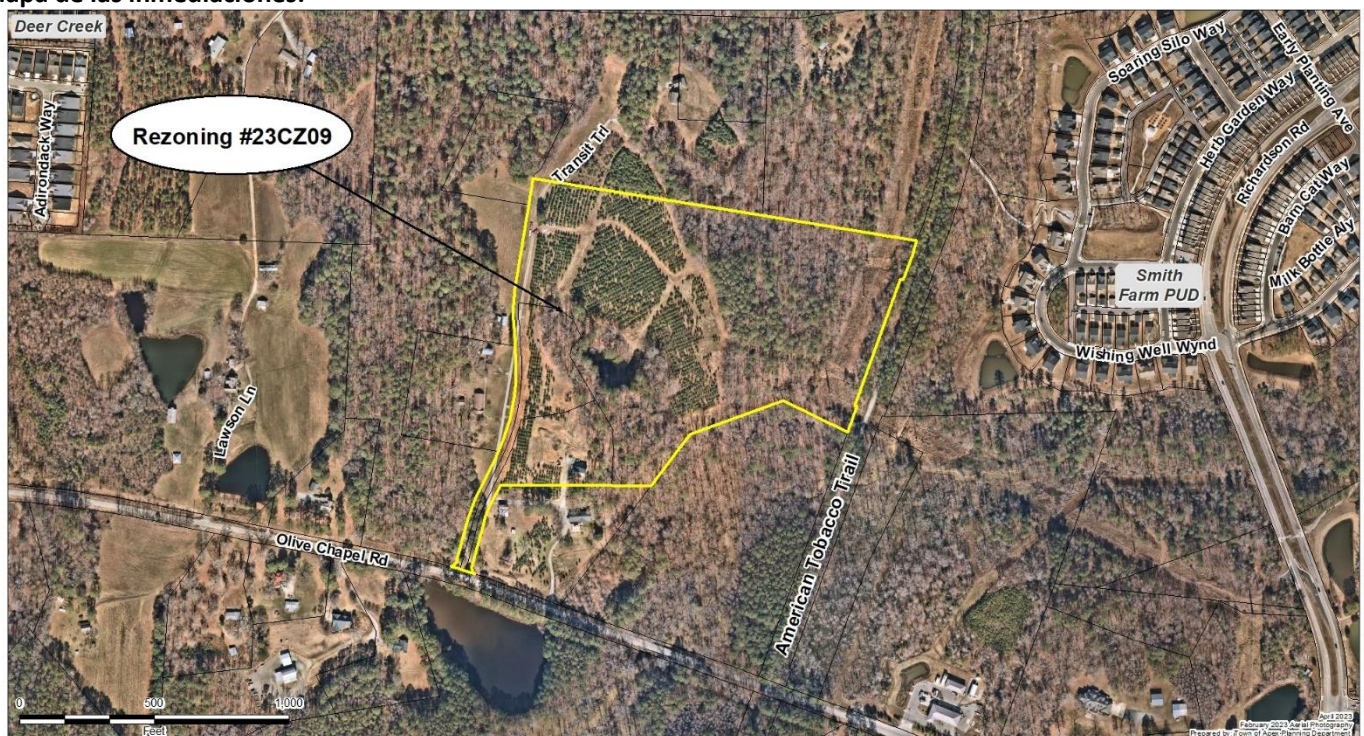
**Fecha y hora de la audiencia pública de la Junta de Planificación:** 12 de junio de 2023 4:30 P.M.

Puede asistir a la reunión de manera presencial o seguir la transmisión en directo por YouTube a través del siguiente enlace: <https://www.youtube.com/c/townofapexgov>.

Si no puede asistir, puede enviar una declaración escrita por correo electrónico a [public.hearing@apexnc.org](mailto:public.hearing@apexnc.org), o presentarla a la secretaria de la Junta de Planificación, Jeri Pederson (73 Hunter Street o por correo USPS a P.O. Box 250, Apex, NC 27502), al menos dos días hábiles antes de la votación de la Junta de Planificación. Debe proporcionar su nombre y dirección para que conste en el registro. Las declaraciones escritas se entregarán a la Junta de Planificación antes de la votación. No olvide incluir el nombre de la audiencia pública en el asunto.

**De conformidad con los requisitos estatales de notificaciones públicas, se enviará por correo y se publicará por separado una notificación de la audiencia pública del Consejo Municipal sobre este proyecto.**

### Mapa de las inmediaciones:



Los propietarios, inquilinos y asociaciones de vecinos en un radio de 300 pies del Ordenamiento Territorial Condicional propuesto han recibido esta notificación por correo postal de primera clase. Todas las partes interesadas pueden presentar comentarios sobre la solicitud a través de los medios especificados anteriormente. La ubicación de la propiedad también puede verse aquí: <https://maps.raleighnc.gov/imaps>. Puede ver el Mapa de Uso Territorial para 2045 aquí: [www.apexnc.org/DocumentCenter/View/478](http://www.apexnc.org/DocumentCenter/View/478). Si tiene preguntas o desea obtener más información, puede comunicarse con el Departamento de Planificación al 919-249-3426. Puede ver la solicitud y otros documentos relacionados aquí: <https://www.apexnc.org/DocumentCenter/View/42704>.

Dianne F. Khin, AICP  
Directora de Planificación



## TOWN OF APEX

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

### AFFIDAVIT CERTIFYING Public Notification – Written (Mailed) Notice

Section 2.2.11

Town of Apex Unified Development Ordinance

Project Name: Conditional Zoning #23CZ09 Hatcher Property Amendment  
Project Location: 0 Olive Chapel Rd; 1901 & 1911 Transit Trail  
Applicant or Authorized Agent: Patrick Kiernan  
Firm: Jones & Cnossen Engineering, PLLC  
Planning Board Public Hearing Date: June 12, 2023  
Project Planner: Shelly Mayo, Planner II

This is to certify that I, as Planning Director, mailed or caused to have mailed by first class postage for the above mentioned project on May 26, 2023, a notice containing the time and place, location, nature and scope of the application, where additional information may be obtained, and the opportunity for interested parties to be heard, to the property owners and tenants within 300' of the land subject to notification. I further certify that I relied on information from the Wake County Tax Assessor and the Town of Apex Master Address Repository provided to me by Town of Apex GIS Staff as to accuracy of the list and accuracy of mailing addresses of property owners and tenants within 300' of the land subject to notification.

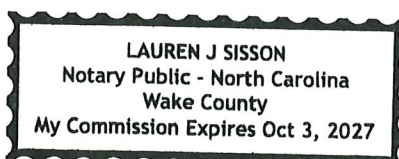
6/5/2023  
Date

*Alicia F. Khan*  
Planning Director

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

Sworn and subscribed before me, LAUREN J Sisson, a Notary Public for the above

State and County, this the 5th day of June, 202 3.



SEAL

*[Signature]*  
Notary Public

My Commission Expires: 10 / 3 / 2027





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

**PUBLIC NOTIFICATION  
OF PUBLIC HEARINGS**  
CONDITIONAL ZONING #23CZ09  
Hatcher Property Revision

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:** JVI Building & Development, Inc.  
**Authorized Agent:** Patrick Kiernan, Jones & Nossen Engineering, PLLC  
**Property Addresses:** 0 Olive Chapel Rd; 1901 & 1911 Transit Trail  
**Acreage:** ±28.842 acres  
**Property Identification Numbers (PINs):** 0722011613, 0712915329, & 0712915181  
**2045 Land Use Map Designation:** Rural Transition Residential  
**Existing Zoning of Properties:** Rural Residential-Conditional Zoning (RR-CZ #22CZ12)  
**Proposed Zoning of Properties:** Rural Residential-Conditional Zoning (RR-CZ)

**Public Hearing Location:** Apex Town Hall  
Council Chamber, 2<sup>nd</sup> 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: June 27, 2023 6:00 PM**

You may attend the meeting in person or view the meeting through the Town's YouTube livestream at:  
<https://www.youtube.com/c/townofapexgov>.

If you are unable to attend, you may provide a written statement by email to [public\\_hearing@apexnc.org](mailto:public_hearing@apexnc.org), or submit it to the Office of the Town Clerk (73 Hunter Street or USPS mail - P.O. Box 250, Apex, NC 27502), at least two business days prior to the Town Council vote. You must provide your name and address for the record. The written statements will be delivered to the Town Council prior to their vote. Please include the Public Hearing name in the subject line.

**Vicinity Map:**



Property owners, tenants, and neighborhood associations within 300 feet of the proposed conditional zoning have been sent this notice via first class mail. All interested parties may submit comments with respect to the application by the means specified above. In addition to the above map, the location of the property may be viewed online at <https://maps.gallegosinc.gov/maps>. The 2045 Land Use Map may be viewed online at [www.apexnc.org/DocumentCenter/View/478](http://www.apexnc.org/DocumentCenter/View/478). You may call 919-249-3426, Planning Department, with questions or for further information. To view the petition and related documents on-line: <https://www.apexnc.org/DocumentCenter/View/47704>.

Dianne F. Khin, AICP  
Planning Director



**TOWN OF APEX**  
PO BOX 250  
APEX, NORTH CAROLINA 27502  
TELEFONO 919-249-3426

**NOTIFICACIÓN PÚBLICA DE AUDIENCIAS PÚBLICAS**  
**ORDENAMIENTO TERRITORIAL CONDICIONAL #23CZ09**  
**Hatcher Property Revision**

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:** IVI Building & Development, Inc.  
**Agente autorizado:** Patrick Kiernan, Jones & Crossen Engineering, PLLC  
**Dirección de las propiedades:** 0 Olive Chapel Rd; 1901 & 1911 Transit Trail  
**Superficie:** ±28.842 acres  
**Números de identificación de las propiedades:** 0722011613, 0712915329, & 0712915181  
**Designación en el Mapa de Uso Territorial para 2045:** Rural Transition Residential  
**Ordenamiento territorial existente de las propiedades:** Rural Residential-Conditional Zoning (RR-CZ #22CZ12)  
**Ordenamiento territorial propuesto para las propiedades:** Rural Residential-Conditional Zoning (RR-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: 27 de junio de 2023 6:00 P.M.**

Puede asistir a la reunión de manera presencial o seguir la transmisión en directo por YouTube a través del siguiente enlace: <https://www.youtube.com/c/townofapexgov>.

Si no puede asistir, puede enviar una declaración escrita por correo electrónico a [public.hearing@apexnc.org](mailto:public.hearing@apexnc.org) o presentarla a la oficina del Secretario Municipal (73 Hunter Street o por correo USPS a P.O. Box 250, Apex, NC 27502), al menos dos días hábiles antes de la votación del Consejo Municipal. Debe proporcionar su nombre y dirección para que conste en el registro. Las declaraciones escritas se entregarán al Consejo Municipal antes de la votación. No olvide incluir el nombre de la audiencia pública en el asunto.

**Mapa de las inmediaciones:**



Los propietarios, inquilinos y asociaciones de vecinos en un radio de 300 pies del Ordenamiento Territorial Condicional propuesto han recibido esta notificación por correo postal de primera clase. Todas las partes interesadas pueden presentar comentarios sobre la solicitud a través de los medios especificados anteriormente. La ubicación de la propiedad también puede verse aquí: <https://maps.raleighnc.gov/maps>. Puede ver el Mapa de Uso Territorial para 2045 aquí: [www.apexnc.org/DocumentCenter/View/478](https://www.apexnc.org/DocumentCenter/View/478). Si tiene preguntas o desea obtener más información, puede comunicarse con el Departamento de Planificación al 919-249-3426. Puede ver la solicitud y otros documentos relacionados aquí: <https://www.apexnc.org/DocumentCenter/View/47704>.





**TOWN OF APEX**

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

**PUBLIC NOTIFICATION  
OF PUBLIC HEARINGS  
CONDITIONAL ZONING #23CZ09  
Hatcher Property Revision**

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:** JVI Building & Development, Inc  
**Authorized Agent:** Patrick Kiernan, Jones & Cnossen Engineering, PLLC  
**Property Addresses:** 0 Olive Chapel Rd; 1901 & 1911 Transit Trail  
**Acreage:** ±28.842 acres  
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**2045 Land Use Map Designation:** Rural Transition Residential  
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**Proposed Zoning of Properties:** Rural Residential-Conditional Zoning (RR-CZ)

**Public Hearing Location:** Apex Town Hall  
Council Chamber, 2<sup>nd</sup> 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: June 27, 2023 6:00 PM**

You may attend the meeting in person or view the meeting through the Town’s YouTube livestream at:  
<https://www.youtube.com/c/townofapexgov>.

If you are unable to attend, you may provide a written statement by email to [public.hearing@apexnc.org](mailto:public.hearing@apexnc.org), or submit it to the Office of the Town Clerk (73 Hunter Street or USPS mail - P.O. Box 250, Apex, NC 27502), at least two business days prior to the Town Council vote. You must provide your name and address for the record. The written statements will be delivered to the Town Council prior to their vote. Please include the Public Hearing name in the subject line.

**Vicinity Map:**



Property owners, tenants, and neighborhood associations within 300 feet of the proposed conditional zoning have been sent this notice via first class mail. All interested parties may submit comments with respect to the application by the means specified above. In addition to the above map, the location of the property may be viewed online at <https://maps.raleighnc.gov/imaps>. The 2045 Land Use Map may be viewed online at [www.apexnc.org/DocumentCenter/View/478](http://www.apexnc.org/DocumentCenter/View/478). You may call 919-249-3426, Planning Department, with questions or for further information. To view the petition and related documents on-line: <https://www.apexnc.org/DocumentCenter/View/42704>.

Dianne F. Khin, AICP  
Planning Director





## TOWN OF APEX

PO BOX 250  
APEX, NORTH CAROLINA 27502  
TELÉFONO 919-249-3426

## NOTIFICACIÓN PÚBLICA DE AUDIENCIAS PÚBLICAS

ORDENAMIENTO TERRITORIAL CONDICIONAL #23CZ09  
Hatcher Property Revision

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:** JVI Building & Development, Inc

**Agente autorizado:** Patrick Kiernan, Jones & Clossen Engineering, PLLC

**Dirección de las propiedades:** 0 Olive Chapel Rd; 1901 & 1911 Transit Trail

**Superficie:** ±28.842 acres

**Números de identificación de las propiedades:** 0722011613, 0712915329, & 0712915181

**Designación en el Mapa de Uso Territorial para 2045:** Rural Transition Residential

**Ordenamiento territorial existente de las propiedades:** Rural Residential-Conditional Zoning (RR-CZ #22CZ12)

**Ordenamiento territorial propuesto para las propiedades:** Rural Residential-Conditional Zoning (RR-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: 27 de junio de 2023 6:00 P.M.**

Puede asistir a la reunión de manera presencial o seguir la transmisión en directo por YouTube a través del siguiente enlace: <https://www.youtube.com/c/townofapexgov>.

Si no puede asistir, puede enviar una declaración escrita por correo electrónico a [public.hearing@apexnc.org](mailto:public.hearing@apexnc.org), o presentarla a la oficina del Secretario Municipal (73 Hunter Street o por correo USPS a P.O. Box 250, Apex, NC 27502), al menos dos días hábiles antes de la votación del Consejo Municipal. Debe proporcionar su nombre y dirección para que conste en el registro. Las declaraciones escritas se entregarán al Consejo Municipal antes de la votación. No olvide incluir el nombre de la audiencia pública en el asunto.

### Mapa de las inmediaciones:



Los propietarios, inquilinos y asociaciones de vecinos en un radio de 300 pies del Ordenamiento Territorial Condicional propuesto han recibido esta notificación por correo postal de primera clase. Todas las partes interesadas pueden presentar comentarios sobre la solicitud a través de los medios especificados anteriormente. La ubicación de la propiedad también puede verse aquí: <https://maps.raleighnc.gov/imaps>. Puede ver el Mapa de Uso Territorial para 2045 aquí: [www.apexnc.org/DocumentCenter/View/478](http://www.apexnc.org/DocumentCenter/View/478). Si tiene preguntas o desea obtener más información, puede comunicarse con el Departamento de Planificación al 919-249-3426. Puede ver la solicitud y otros documentos relacionados aquí: <https://www.apexnc.org/DocumentCenter/View/42704>.

Dianne F. Khin, AICP  
Directora de Planificación





## TOWN OF APEX

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

### AFFIDAVIT CERTIFYING Public Notification – Written (Mailed) Notice

Section 2.2.11

Town of Apex Unified Development Ordinance

Project Name: Conditional Zoning #23CZ09 Hatcher Property Amendment  
Project Location: 0 Olive Chapel Rd; 1901 & 1911 Transit Trail  
Applicant or Authorized Agent: Patrick Kiernan  
Firm: Jones & Cnossen Engineering, PLLC  
Planning Board Public Hearing Date: June 27, 2023  
Project Planner: Shelly Mayo, Planner II

This is to certify that I, as Planning Director, mailed or caused to have mailed by first class postage for the above mentioned project on June 2, 2023, a notice containing the time and place, location, nature and scope of the application, where additional information may be obtained, and the opportunity for interested parties to be heard, to the property owners and tenants within 300' of the land subject to notification. I further certify that I relied on information from the Wake County Tax Assessor and the Town of Apex Master Address Repository provided to me by Town of Apex GIS Staff as to accuracy of the list and accuracy of mailing addresses of property owners and tenants within 300' of the land subject to notification.

6/5/2023  
Date

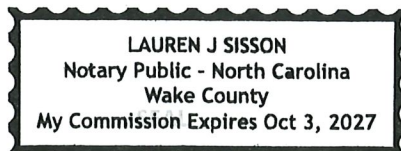
  
Planning Director

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

Sworn and subscribed before me, LAUREN J SISSON, a Notary Public for the above

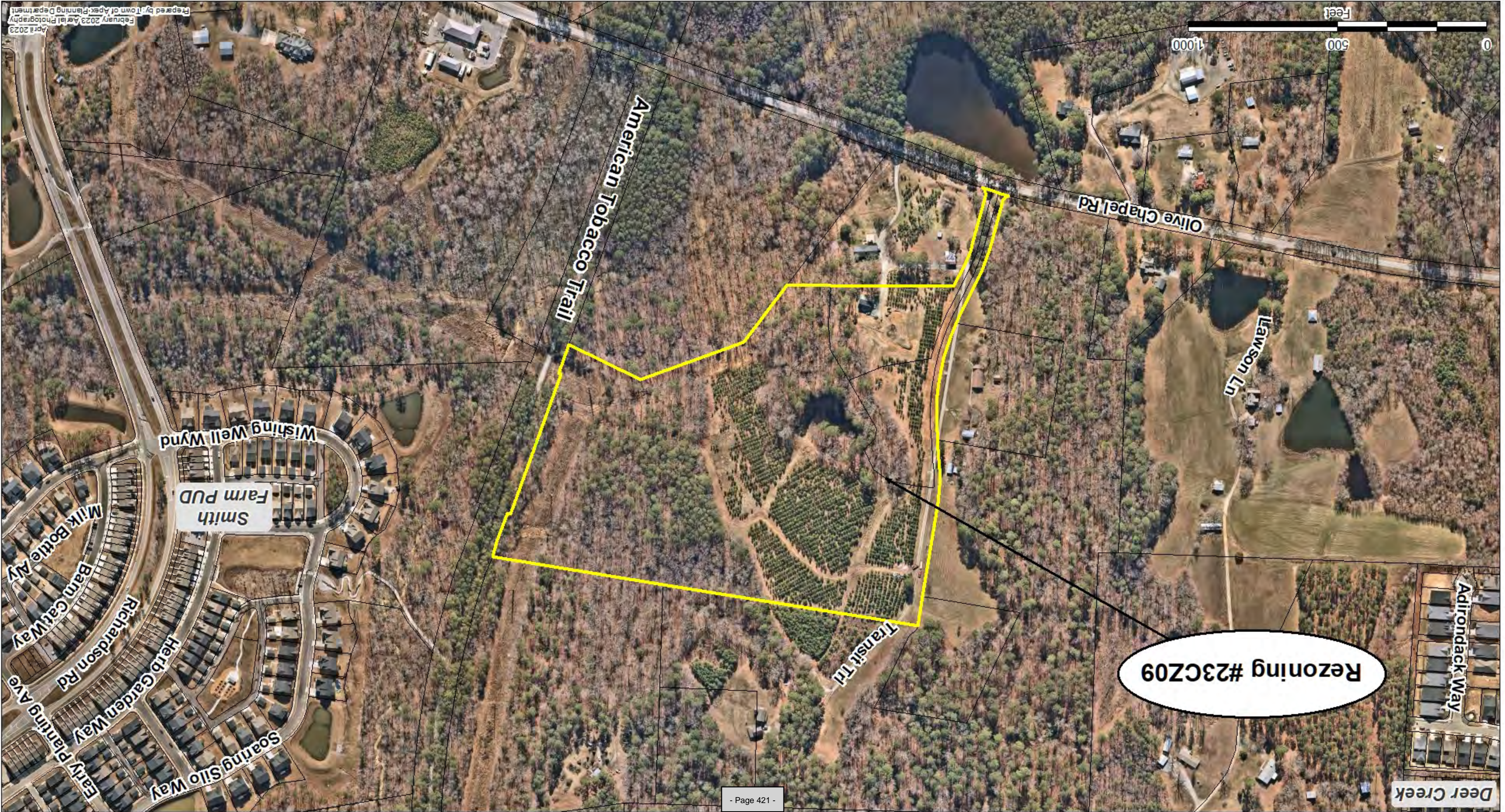
State and County, this the 5<sup>th</sup> day of June, 2023.

  
Notary Public



My Commission Expires: 10/3/2027







# PLANNING BOARD REPORT TO TOWN COUNCIL

Rezoning Case: 23CZ09 Hatcher Property Revision

Planning Board Meeting Date: June 12, 2023



## Report Requirements:

Per NCGS §160D-604(b), all proposed amendments to the zoning ordinance or zoning map shall be submitted to the Planning Board for review and comment. If no written report is received from the Planning Board within 30 days of referral of the amendment to the Planning Board, the Town Council may act on the amendment without the Planning Board report. The Town Council is not bound by the recommendations, if any, of the Planning Board.

Per NCGS §160D-604(d), the Planning Board shall advise and comment on whether the proposed action is consistent with all applicable officially adopted plans, and provide a written recommendation to the Town Council that addresses plan consistency and other matters as deemed appropriate by the Planning Board, but a comment by the Planning Board that a proposed amendment is inconsistent with the officially adopted plans shall not preclude consideration or approval of the proposed amendment by the Town Council.

## PROJECT DESCRIPTION:

**Acreage:** +/- 28.842 acres

**PIN(s):** 0722011613, 0712915329, & 0712915181

**Current Zoning:** Rural Residential-Conditional Zoning (RR-CZ #22CZ12)

**Proposed Zoning:** Rural Residential-Conditional Zoning (RR-CZ)

**2045 Land Use Map:** Rural Transition Residential

**Town Limits:** Inside Corporate Limits

## Applicable Officially Adopted Plans:

The Board must state whether the project is consistent or inconsistent with the following officially adopted plans, if applicable. Applicable plans have a check mark next to them.

☒ 2045 Land Use Map  
☒ Consistent ☐ Inconsistent Reason: \_\_\_\_\_

☒ Apex Transportation Plan  
☒ Consistent ☐ Inconsistent Reason: \_\_\_\_\_

☒ Parks, Recreation, Open Space, and Greenways Plan  
☒ Consistent ☐ Inconsistent Reason: \_\_\_\_\_

# PLANNING BOARD REPORT TO TOWN COUNCIL

Rezoning Case: 23CZ09 Hatcher Property Revision

Planning Board Meeting Date: June 12, 2023



## Legislative Considerations:

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

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

☒ Consistent

☐ Inconsistent

Reason: \_\_\_\_\_

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

☒ Consistent

☐ Inconsistent

Reason: \_\_\_\_\_

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

☒ Consistent

☐ Inconsistent

Reason: \_\_\_\_\_

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

☒ Consistent

☐ Inconsistent

Reason: \_\_\_\_\_

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

☐ Consistent

☒ Inconsistent

Reason: More information is needed on the

environmental features on site. The UDO also provides for the ability for the Planning and Water

Resources Directors to not required construction of a stub street if environmental features are found.

## PLANNING BOARD REPORT TO TOWN COUNCIL

Rezoning Case: 23CZ09 Hatcher Property Revision

Planning Board Meeting Date: June 12, 2023



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

☒ Consistent

☐ Inconsistent

Reason: \_\_\_\_\_

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

☒ Consistent

☐ Inconsistent

Reason: \_\_\_\_\_

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

☒ Consistent

☐ Inconsistent

Reason: \_\_\_\_\_

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

☐ Consistent

☒ Inconsistent

Reason: \_\_\_\_\_

The determination of whether a stub street is required should be based on whether there is an

environmental feature to avoid.

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: 23CZ09 Hatcher Property Revision

Planning Board Meeting Date: June 12, 2023



## Planning Board Recommendation:

Motion: To recommend denial of the rezoning as presented by the applicant.

Introduced by Planning Board member: Royal

Seconded by Planning Board member: Sherman

- ☐ *Approval:* the project is consistent with all applicable officially adopted plans and the applicable legislative considerations listed above.
- ☐ *Approval with conditions:* the project is not consistent with all applicable officially adopted plans and/or the applicable legislative considerations as noted above, so the following conditions are recommended to be included in the project in order to make it fully consistent:

- ☒ *Denial:* the project is not consistent with all applicable officially adopted plans and/or the applicable legislative considerations as noted above.

Planning Board recommends denial of the rezoning with the inclusion of Condition #20. The Board agrees with the conditions that staff supports as well as Condition #15.

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 12th day of June 2023.

Attest:

Reginald Skinner, Planning Board Chair

Amanda Bunce

Digitally signed by Amanda  
Bunce  
Date: 2023.06.12 18:19:58  
-04'00'

Amanda Bunce, Current Planning Manager



# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PUBLIC HEARING

Meeting Date: June 27, 2023

## Item Details

Presenter(s): Shelly Mayo, Planner II

Department(s): Planning

### Requested Motion

Public hearing and possible motion to approve Rezoning Application No. 23CZ11 Smith Farm Ph 5 PUD amendment. The applicants, Andrew Clark TR & Staley Smith; and Staley Smith, Aaron Smith Jr. & Haley Hoffler, seek to rezone approximately 30.11 acres from Planned Unit Development-Conditional Zoning (PUD-CZ Case No. 15CZ32) to Planned Unit Development-Conditional Zoning (PUD-CZ). The proposed rezoning is located at 3223 US 64 Hwy West & 0 Air Park Dr.

### Approval Recommended?

The Planning Department recommends approval.

The Planning Board held a Public Hearing on June 12, 2023 and unanimously voted to recommend approval of the rezoning with the conditions offered by the applicant.

### Item Details

The properties to be rezoned are identified as PINs 0722358117 & 0722344615.

### Attachments

- PH6-A1: Staff Report - Rezoning Case No. 23CZ11 - Smith Farm Ph 5 PUD Amendment
- PH6-A2: Vicinity Map - Rezoning Case No. 23CZ11 - Smith Farm Ph 5 PUD Amendment
- PH6-A3: Planning Board Report to Town Council - Rezoning Case No. 23CZ11 - Smith Farm Ph 5 PUD Amendment



## STAFF REPORT

### Rezoning #23CZ11 Smith Farm Phase 5 PUD Amendment

June 27, 2023 Town Council Meeting



All property owners, tenants, and neighborhood associations within 300 feet of this rezoning have been notified per UDO Sec. 2.2.11 *Public Notification*.

#### BACKGROUND INFORMATION:

**Location:** 3223 US 64 HWY West & 0 Air Park Dr.  
**Applicant:** Andrew Clark TR & Staley Smith; Staley Smith, Aaron Smith Jr & Haley Hoffler  
**Authorized Agent:** Peter Cnossen, Jones & Cnossen Engineering, PLLC  
**Owners:** Andrew Clark TR & Staley Smith; Staley Smith, Aaron Smith Jr & Haley Hoffler

#### PROJECT DESCRIPTION:

**Acreage:** +/- 30.11 acres  
**PINs:** 0722358117 & 0722344615  
**Current Zoning:** Planned Unit Development-Conditional Zoning (PUD-CZ #15CZ32)  
**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 Corporate Limits

#### ADJACENT ZONING & LAND USES:

	Zoning	Land Use
<b>North:</b>	Planned Commercial (PC) Planned Unit Development-Conditional Zoning (PUD-CZ #15CZ32)	Contractor's Office and Storage Yard Vacant
<b>South:</b>	Planned Unit Development-Conditional Zoning (PUD-CZ #15CZ32); Planned Unit Development-Conditional Zoning (PUD-CZ #17CZ21)	Single-family residential (Smith Farm) Townhomes (Sweetwater)
<b>East:</b>	Planned Unit Development-Conditional Zoning (PUD-CZ #22CZ03); Planned Unit Development-Conditional Zoning (PUD-CZ #17CZ21)	Future Retail, Office, Grocery store (Sweetwater); Vacant (Sweetwater)
<b>West:</b>	Rural Residential (RR) Residential Agricultural (RA)	Single-family residential; Air strip (Deck Air Park Subdivision)

#### EXISTING CONDITIONS:

The site consists of two (2) parcels totaling +/- 30.11 acres. The Smith Farm PUD Phase 5 is in the western area of Apex, south of US Hwy 64 West, east of Deck Air Park, and west of Sweetwater's non-residential development. The lots are primarily vacant and wooded with several streams throughout.

#### BACKGROUND:

During the review of a Minor Site Plan in Sweetwater Phase 10, Transportation Planning staff requested that the developer extend Ingold Drive, a private drive, west to connect to the future development of Smith Farm Phase 5. This request was made per UDO Sec. 8.3.6.G:

"All non-residential and/or multi-family sites proposed along a thoroughfare shall be required to dedicate vehicular cross-access to adjacent non-residential and/or multi-family sites..."

Due to differences in the topography of the two projects, the Sweetwater plans initially showed a 20-foot tall retaining wall where Ingold Drive will extend. In order to accommodate staff's connectivity request, the Sweetwater developers will need to grade onto the adjacent Smith Farm property. Depending on the future uses

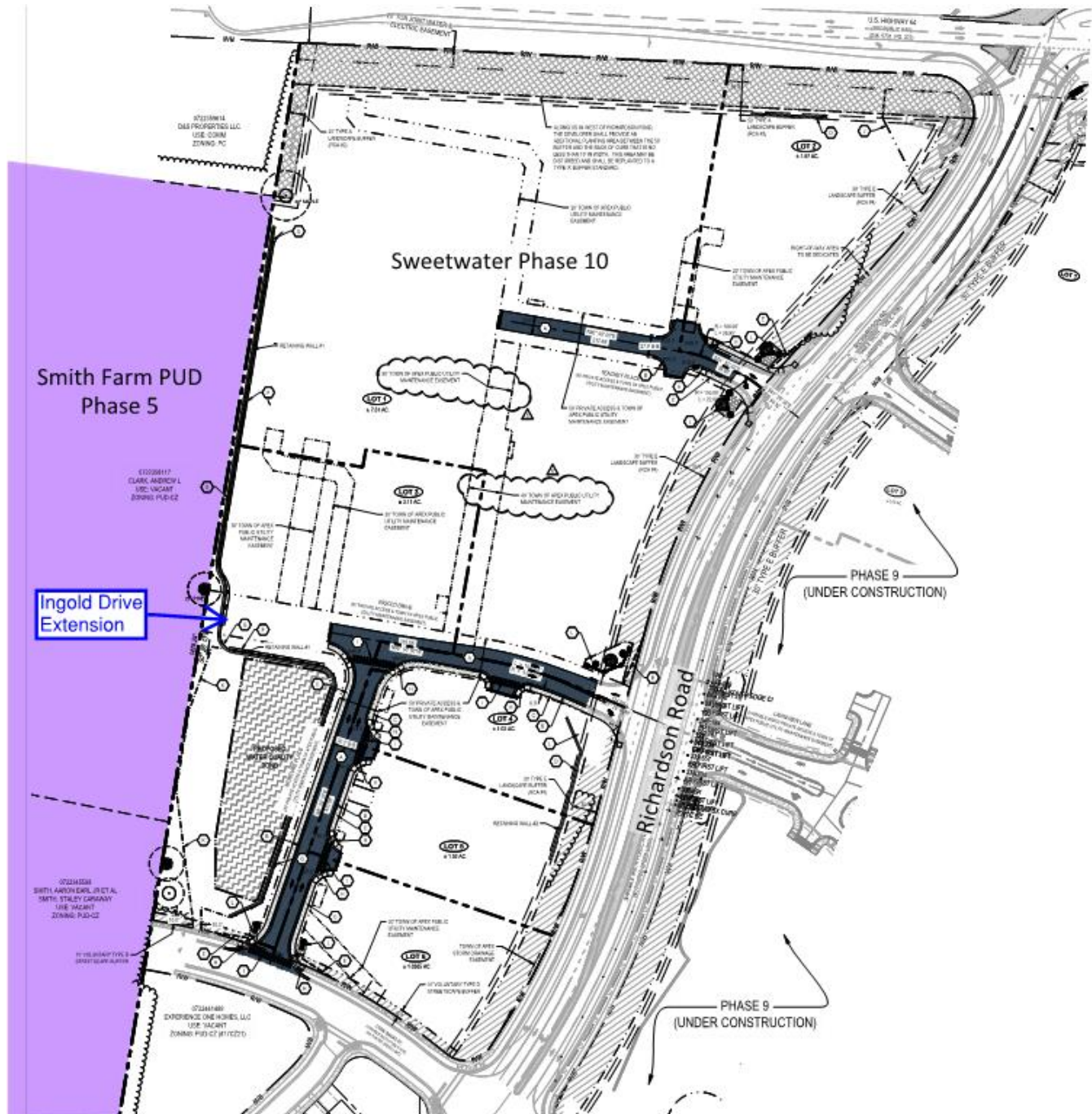
## STAFF REPORT

### Rezoning #23CZ11 Smith Farm Phase 5 PUD Amendment

June 27, 2023 Town Council Meeting



in this part of Smith Farm, a buffer may be required along the shared property line. The UDO prohibits grading within required buffers and RCA. This rezoning request is intended to permit that grading and private road extension while allowing the area to be counted towards the required buffers and RCA for Smith Farm, if required by the UDO.



#### NEIGHBORHOOD MEETING:

The applicant conducted a neighborhood meeting on April 25, 2023. The meeting report is attached to the staff report.

## STAFF REPORT

### Rezoning #23CZ11 Smith Farm Phase 5 PUD Amendment

June 27, 2023 Town Council Meeting



#### 2045 LAND USE MAP:

The 2045 Land Use Map designates the site as Mixed Use: High Density Residential/Office Employment/Commercial Services. No changes to the uses have been proposed. The proposed rezoning is compliant with the 2045 Land Use Map.

#### WCPSS COORDINATION:

Since the proposed land uses are not being changed, a Letter of Impact from Wake County Public School System (WCPSS) was not required.

#### PLANNED UNIT DEVELOPMENT PLAN:

The current wording in Rezoning Case #15CZ32 Smith Farm PUD Section G: Design Controls under Buffers states: "All perimeter buffers shall be provided in accordance with the Apex UDO".

The applicant is proposing the following amendment to that section:

The Owner's requests that the Perimeter Buffers be amended to include the following:

To address the physical challenges with providing connectivity between Smith Farm and Sweetwater that primarily involve topography, the PUD shall permit the eastern perimeter buffer adjacent to PINs 0722454406 and 0722443942 to be graded. Such buffer shall be replanted at the time of development and still count as RCA if a future land use requires a perimeter buffer under Unified Development Ordinance (UDO) Sec. 8.2.6 Table 1 as amended. The buffer type shall be in accordance with the Town of Apex UDO Sec. 8.2.6 Table 1 and in no case shall such buffer exceed 20 feet in width. The seed/plant species used to stabilize the disturbed graded area and replanting, if required, shall be in accordance with the Town of Apex Design Development Manual.

No other amendments are requested.

#### ENVIROMENTAL ADVISORY BOARD:

The Apex Environmental Advisory Board (EAB) held a pre-application meeting for this rezoning on April 20, 2023. The zoning condition recommendation by the EAB is listed below along with the applicant's response to the condition.

EAB Suggested Condition	Applicant's Response
The graded buffer be revegetated after grading to a minimum Type B buffer standard, except in areas where the road will cross the buffer.	Not Included

#### PLANNING BOARD RECOMMENDATION:

Planning Board heard this item at their June 13, 2023 meeting. They unanimously voted to recommend approval of Rezoning #23CZ11 Smith Farm Phase 5 PUD Amendment as presented by the applicant. The Planning Board report to Town Council is attached.

#### PLANNING STAFF RECOMMENDATION:

Planning staff recommends approval of Rezoning #23CZ11 Smith Farm Phase 5 PUD Amendment as proposed.

#### 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:



## STAFF REPORT

### Rezoning #23CZ11 Smith Farm Phase 5 PUD Amendment

June 27, 2023 Town Council Meeting



The 2045 Land Use Map designates the site as Mixed Use: High Density Residential/Office Employment/Commercial Services. The proposed rezoning is consistent with that designation. The proposed rezoning to Planned Unit Development-Conditional Zoning (PUD-CZ) will maintain the character and appearance of the area and provide the flexibility to accommodate the growth in population, economy, and infrastructure consistent with that contemplated by the 2045 Land Use Map.

The proposed rezoning is reasonable and in the public interest because it will increase the number of connection points between the non-residential portions of the Sweetwater and Smith Farm developments. This will reduce traffic congestion and provide alternative routes in case of accidents and better emergency service response time.

#### 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.

##### *Planned Unit Development (PUD-CZ) District*

1. 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

## STAFF REPORT

### Rezoning #23CZ11 Smith Farm Phase 5 PUD Amendment

June 27, 2023 Town Council Meeting



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



## STAFF REPORT

### Rezoning #23CZ11 Smith Farm Phase 5 PUD Amendment

June 27, 2023 Town Council Meeting



will serve the site shall comply with Article 7: *Subdivision* and Article 14: *Parks, Recreation, Greenways, and Open Space*.

- (i) The PD Plan for PUD-CZ demonstrates a safe and adequate on-site transportation circulation system. The on-site transportation circulation system shall be integrated with the off-site transportation circulation system of the Town. The PD Plan for PUD-CZ shall be consistent with the Apex Transportation Plan and the *Town of Apex Standard Specifications and Standard Details* and show required right-of-way widths and road sections. A Traffic Impact Analysis (TIA) shall be required per Sec. 13.19.
- (ii) The PD Plan for PUD-CZ demonstrates a safe and adequate on-site system of potable water and wastewater lines that can accommodate the proposed development, and are efficiently integrated into off-site potable water and wastewater public improvement plans. The PD Plan shall include a proposed water and wastewater plan.
- (iii) Adequate off-site facilities for potable water supply, sewage disposal, solid waste disposal, electrical supply, fire protection and roads shall be planned and programmed for the development proposed in the PD Plan for PUD-CZ, and the development is conveniently located in relation to schools and police protection services.
- (iv) The PD Plan shall demonstrate compliance with the parks and recreation requirements of Sec. Article 14: *Parks, Recreation, Greenways, and Open Space* and Sec. 7.3.1 *Privately-owned Play Lawns* if there is a residential component in the PUD-CZ.
- g) *Natural resource and environmental protection*. The PD Plan for PUD-CZ demonstrates compliance with the current regulatory standards of this Ordinance related to natural resource and environmental protection in Sec. 6.1 *Watershed Protection Overlay District*, Sec. 6.2 *Flood Damage Prevention Overlay District*, and Sec. 8.1 *Resource Conservation*.
- h) *Storm water management*. The PD Plan shall demonstrate that the post-development rate of on-site storm water discharge from the entire site shall not exceed pre-development levels in accordance with Sec. 6.1.7 of the UDO.
- i) *Phasing*. The PD Plan for PUD-CZ shall include a phasing plan for the development. If development of the PUD-CZ is proposed to occur in more than one phase, then guarantees shall be provided that project improvements and amenities that are necessary and desirable for residents of the project, or that are of benefit to the Town, are constructed with the first phase of the project, or, if this is not possible, then as early in the project as is technically feasible.
- j) *Consistency with 2045 Land Use Map*. The PD Plan for PUD-CZ demonstrates consistency with the goals and policies established in the Town's 2045 Land Use.
- k) *Complies with the UDO*. The PD Plan for PUD-CZ demonstrates compliance with all other relevant portions of the UDO.

#### Legislative Considerations

The Town Council shall find the Planned Unit Development-Conditional Zoning (PUD-CZ) designation demonstrates compliance with the following standards. 2.3.3.F:

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

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

## STAFF REPORT

### Rezoning #23CZ11 Smith Farm Phase 5 PUD Amendment

June 27, 2023 Town Council Meeting



- 2) *Compatibility.* The proposed Conditional Zoning (CZ) District use's appropriateness for its proposed location and compatibility with the character of surrounding land uses.
- 3) *Zoning district supplemental standards.* The proposed Conditional Zoning (CZ) District use's compliance with Sec 4.4 *Supplemental Standards*, if applicable.
- 4) *Design minimizes adverse impact.* The design of the proposed Conditional Zoning (CZ) District use's minimization of adverse effects, including visual impact of the proposed use on adjacent lands; and avoidance of significant adverse impacts on surrounding lands regarding trash, traffic, service delivery, parking and loading, odors, noise, glare, and vibration and not create a nuisance.
- 5) *Design minimizes environmental impact.* The proposed Conditional Zoning District use's minimization of environmental impacts and protection from significant deterioration of water and air resources, wildlife habitat, scenic resources, and other natural resources.
- 6) *Impact on public facilities.* The proposed Conditional Zoning (CZ) District use's avoidance of having adverse impacts on public facilities and services, including roads, potable water and wastewater facilities, parks, schools, police, fire and EMS facilities.
- 7) *Health, safety, and welfare.* The proposed Conditional Zoning (CZ) District use's effect on the health, safety, or welfare of the residents of the Town or its ETJ.
- 8) *Detrimental to adjacent properties.* Whether the proposed Conditional Zoning (CZ) District use is substantially detrimental to adjacent properties.
- 9) *Not constitute nuisance or hazard.* Whether the proposed Conditional Zoning (CZ) District use constitutes a nuisance or hazard due to traffic impact or noise, or because of the number of persons who will be using the Conditional Zoning (CZ) District use.
- 10) *Other relevant standards of this Ordinance.* Whether the proposed Conditional Zoning (CZ) District use complies with all standards imposed on it by all other applicable provisions of this Ordinance for use, layout, and general development characteristics.



Rezoning #23CZ11

Goodwin Rd

US 64 Hwy W

64

64

Smith Farm PUD

Sweetwater

Deck Air Park

AirPark Dr

0 250 500 Feet

Lanasa Ln

Little Gem Ln

Richardson Rd

Poultney Aly

Russet Ln

Whale Bone Aly

Gloriosa St

Ruff Aly

Core Banks St

May 2023  
February 2023 Aerial Photography  
Prepared by: Town of Apex Planning Department



## PLANNED UNIT DEVELOPMENT APPLICATION

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

Application #:	<u>23CZ11</u>	Submittal Date:	<u>04/28/23</u>
Fee Paid	<u>\$</u>	Check #	<u></u>

## PETITION TO AMEND THE OFFICIAL ZONING DISTRICT MAP

Project Name: Smith Farm Phase 5 PUD Amendment  
Address(es): 3223 US 64 HWY West & 0 Air Park Dr.  
PIN(s) 0722-35-8117 & 0722-34-4615

Acreage: 30.11  
Current Zoning: PUD-CZ Proposed Zoning: PUD-CZ  
Current 2045 LUM Designation: High Density Residential, Office Employment, Commercial Services  
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>30.11</u>
Area proposed as non-residential development:	Acreage:	<u></u>
Percent of mixed use area proposed as non-residential:	Percent:	<u></u>

## Applicant Information

Name: Andrew Clark TR & Staley Smith - and - Staley Smith, Aaron Smith Jr & Haley Hoffler  
Address: PO Box 791 - and - PO Box 457  
City: Apex State: NC Zip: 27502  
Phone: 919-362-7111 E-mail: staley@smithandsmithsurveyors.net

## Owner Information

Name: Andrew Clark TR & Staley Smith - and - Staley Smith, Aaron Smith Jr & Haley Hoffler  
Address: PO Box 791 - and - PO Box 457  
City: Apex State: NC Zip: 27502  
Phone: 919-362-7111 E-mail: staley@smithandsmithsurveyors.net

## Agent Information

Name: Jones & Cnossen Engineering, PLLC - Peter Cnossen  
Address: 221 N. Salem St., Suite 001  
City: Apex State: NC Zip: 27502  
Phone: 919-387-1174 E-mail: peter@jonescnossen.com

Other contacts:



May 24, 2023

Amanda Bunce – Planning Manager  
Town of Apex Planning Department  
P.O. Box 250  
Apex, North Carolina 27502

RE: PUD Amendment Letter  
Smith Farms PUD  
Pin No.'s 0722-35-8117 & 0722-34-4615

This letter is submitted to the Town of Apex for the purpose of amending Conditional Zoning #15CZ32 Smith Farms, A Planned Unit Development, by the following:

1. Perimeter Buffers under Buffers in Section 6: Design Controls of the PD Plan for PUD-CZ, Smith Farms states; "All perimeter buffers shall be provided in accordance with the Apex UDO".

The Owner's requests that the Perimeter Buffers be amended to include the following:

To address the physical challenges with providing connectivity between Smith Farm and Sweetwater that primarily involve topography, the PUD shall permit the eastern perimeter buffer adjacent to PINs 0722454406 and 0722443942 to be graded. Such buffer shall be replanted at the time of development and still count as RCA if a future land use requires a perimeter buffer under Unified Development Ordinance (UDO) Sec. 8.2.6 Table 1 as amended. The buffer type shall be in accordance with the Town of Apex UDO Sec. 8.2.6 Table 1 and in no case shall such buffer exceed 20 feet in width. The seed/plant species used to stabilize the disturbed graded area and replanting, if required, shall be in accordance with the Town of Apex Design & Development Manual.

This PUD Amendment is requested to accommodate the necessary grading by the planned Sweetwater-Phase 10 development for construction of cross-access along Ingold Drive. This cross-access was requested by the Town of Apex as part of the Sweetwater-Phase 10 approval, but existing topography between the adjoining properties requires construction of a significant retaining wall to maintain the required eastern perimeter buffer on the Smith Farms PUD parcels. This PUD Amendment will allow grading between the properties to provide an at-grade extension of Ingold Drive for cross-access.

If you have any questions, please feel free to contact our office at any time.

Regards,

Peter D. Cnossen, P.E.  
Jones & Cnossen Engineering, PLLC

## PLANNED UNIT DEVELOPMENT APPLICATION

Application #: 23CZ11

Submittal Date: 04/28/23

### 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.

These parcels are currently zoned PUD-CZ under approved Zoning Petition 15CZ32. This PUD amendment request to remove the perimeter buffer requirement along the eastern boundary is consistent with the approved buffer removal for the adjacent Sweetwater-Phase 10 development.

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

There are no changes to the approved uses for Zoning Petition 15CZ32 to affect the compatibility of this project with the 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.

All uses that fall within the supplemental standards will be consistent with the standards provided in the Town of Apex UDO.



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

The removal of the perimeter buffer should not adversely impact the adjacent Sweetwater-Phase 10 development since its' perimeter buffer has already been removed. Also, the parcels are proposed for Mixed-Use which is compatible with the adjacent development.

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

The removal of the perimeter buffer should not adversely impact the adjacent Sweetwater-Phase 10 development since its' perimeter buffer has already been removed. Also, the parcels are proposed for Mixed-Use which is compatible with the adjacent development.

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

The PUD Amendment to remove the perimeter buffer will allow for the extension of Ingold Drive as current Sweetwater-Phase 10 plans require a retaining wall along the common property boundary to accommodate for the grade change between properties.

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 PUD Amendment should not have a negative affect on the health, safety or welfare of the Town residents.

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

The removal of the perimeter buffer should not adversely impact the adjacent Sweetwater-Phase 10 development since its' perimeter buffer has already been removed. Also, the parcels are proposed for Mixed-Use which is compatible with the adjacent development.

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 PUD Amendment to remove the perimeter buffer will allow for the extension of Ingold Drive to provide cross-access between developments. This should be a benefit and not a nuisance or hazard.

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

The PUD Amendment is to remove the perimeter buffer along the eastern property boundary only. All other requirements of the Smith Farms PUD still apply.

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

Lying and being in the Town of Apex, White Oak Township, Wake County, North Carolina and being situated on the south side of US Highway 64 approximately 1.48 miles east of the Wake/Chatham County Line described more fully as follows to wit:

BEGINNING at an existing ½" iron pipe in the west line of Sweetwater PUD north of Core Banks Dr. a public right of way; thence with Sweetwater PUD S 00° 26' 37" E, 521.43' to an existing ¾" iron pipe being a corner of Sweetwater PUD; thence continuing with Sweetwater PUD N89° 15' 53" W, 413.71' to an existing ½ iron pipe being a common corner with Sweetwater PUD, Smith Farm - Phase 4, and Smith Farm - Phase 5; thence with a line passing through Smith Farm - Phase 5 N 89° 22' 48" W, 841.60' to an existing 1" iron pipe being a common corner with Esterly thence with Esterly, Gooch, and Morgan N 00° 03' 51" E, 852.02' to an existing ½ iron pipe in the east line of Morgan; thence with a line passing through Smith Farm - Phase 5 S 89° 22' 42" E, 671.76' to a an existing ½" iron pipe; thence with a line passing through Smith Farm - Phase 5 S 01° 01' 20 W, 325.54' to an existing ½" iron pipe; thence with a line passing through Smith Farm - Phase 5 S 88° 47' 58" E, 584.45' to the point and place of BEGINNING, containing 20.106 acres more or less. The above description of land is all of Wake County PIN 0722-34-4615 being a portion of Smith Farm PUD Phase 5.

The sole purpose of this land description is to be included in a 2023 rezoning application in the Town of Apex and for no other purpose.

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Lying and being in the Town of Apex, White Oak Township, Wake County, North Carolina and being situated on the south side of US Highway 64 approximately 1.48 miles east of the Wake/Chatham County Line described more fully as follows to wit:

BEGINNING at an existing ½" iron pipe on the southern right of way line of the 200' public right of way of US Highway 64 (Project 8.T520904) also being the NW corner of SKJD Holdings, LLC (D.B. 17333, Page 1214); thence along and with SKJD Holdings, LLC S 00° 21' 44" W, 142.98' to an existing ¾" iron pipe being the SW corner of SKJD Holdings, LLC; thence along and with SKJD Holdings, LLC N 87° 28' 33" E, 552.00' to an existing iron pipe being the SE corner of SKJD Holdings, LLC in the line of Sweetwater PUD - Phase 10; thence with Sweetwater PUD S 00° 26' 37" E, 765.58' to an existing ½ iron pipe in the line of Sweetwater PUD; thence with a line passing through Smith Farm - Phase 5 N 88° 47' 58" W, 584.45' to an existing ½ iron pipe; thence with a line passing through Smith Farm - Phase 5 N 01° 01' 20" E, 325.54' to an existing ½" iron pipe; thence with a line passing through Smith Farm - Phase 5 N 01° 00' 36" E, 168.01' to an existing ½" iron pipe; thence with a line passing through Smith Farm - Phase 5 N 02° 59' 10" W, 234.96' to an existing ½" iron pipe; thence with a line passing through Smith Farm -Phase 5 N 00° 19' 01" E, 140.08' to an existing ½" iron pipe on the southern right of way of the 200' public right of way of US Highway 64 (Project 8.T520904); thence N 82° 55' 33" E, 30.76' to the point and place of BEGINNING, containing 10.001 acres more or less. The above description of land is all of Wake County PIN 0722-35-8117 being a portion of Smith Farm PUD Phase 5.

The sole purpose of this land description is to be included in a 2023 rezoning application in the Town of Apex and for no other purpose.

## AGENT AUTHORIZATION FORM

Application #: \_\_\_\_\_

Submittal Date: \_\_\_\_\_

Andrew Clark TR & Staley Smith

is the owner\* of the property for which the attached

application is being submitted:

- ☒ Rezoning: For Conditional Zoning and Planned Development rezoning applications, this authorization includes express consent to zoning conditions that are agreed to by the Agent which will apply if the application is approved.

☐ Site Plan

☐ Subdivision

☐ Variance

☐ Other: \_\_\_\_\_

The property address is: 3223 US 64 HWY W

The agent for this project is: Jones & Cnossen Engineering, PLLC

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

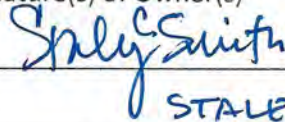
Agent Name: Peter Cnossen

Address: 221 N. Salem St., Suite 001, Apex NC 27502

Telephone Number: 919-387-1174

E-Mail Address: peter@jonescnossen.com

Signature(s) of Owner(s)\*



STALEY C. SMITH

Type or print name

4-5-2023

Date



Andrew Clark

Type or print name

4-5-2023

Date

Attach additional sheets if there are additional owners.

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

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



# AFFIDAVIT OF OWNERSHIP

Application #: \_\_\_\_\_

Submittal Date: \_\_\_\_\_

The undersigned, Andrew Clark & STALEY C. SMITH (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 <sup>an</sup> ~~sole~~ owner, or is the authorized agent of all owners, of the property located at 3223 US 64 HWY W and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").
2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.
3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated 12/17/2015 and recorded in the Wake County Register of Deeds Office on 02/08/2016, in Book 016287 Page 01689-01691.
4. If Affiant is the authorized agent of the owner(s) of the Property, Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).
5. If Affiant is the owner of the Property, from the time Affiant was deeded the Property on 12/17/2015, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on 12/17/2015, 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 5th day of April, 2023.

*[Signature]*

(seal)

Andrew Clark

*[Signature]*  
STALEY C. SMITH

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 ANDREW CLARK  
STALEY C. SMITH, Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's IDENTIFICATION, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.

[NOTARY SEAL]



*[Signature]*

Notary Public BENJAMIN S. SMITH

State of North Carolina

My Commission Expires: 10/6/2025

Application #: \_\_\_\_\_

Submittal Date: \_\_\_\_\_

**Insert legal description below.**

Smith & Smith Surveyors, P.A.

P.O. Box 457

Apex, N.C. 27502

(919) 362-7111

Firm License No. C-0155

Lying and being in the Town of Apex, White Oak Township, Wake County, North Carolina and being situated on the south side of US Highway 64 approximately 1.48 miles east of the Wake/Chatham County Line described more fully as follows to wit:

BEGINNING at an existing ½" iron pipe on the southern right of way line of the 200' public right of way of US Highway 64 (Project 8.T520904) also being the NW corner of SKJD Holdings, LLC (D.B. 17333, Page 1214); thence along and with SKJD Holdings, LLC S 00° 21' 44" W, 142.98' to an existing ¾" iron pipe being the SW corner of SKJD Holdings, LLC; thence along and with SKJD Holdings, LLC N 87° 28' 33" E, 552.00' to an existing iron pipe being the SE corner of SKJD Holdings, LLC in the line of Sweetwater PUD - Phase 10; thence with Sweetwater PUD S 00° 26' 37" E, 765.58' to an existing ½" iron pipe in the line of Sweetwater PUD; thence with a line passing through Smith Farm - Phase 5 N 88° 47' 58" W, 584.45' to an existing ½" iron pipe; thence with a line passing through Smith Farm - Phase 5 N 01° 01' 20" E, 325.54' to an existing ½" iron pipe; thence with a line passing through Smith Farm - Phase 5 N 01° 00' 36" E, 168.01' to an existing ½" iron pipe; thence with a line passing through Smith Farm - Phase 5 N 02° 59' 10" W, 234.96' to an existing ½" iron pipe; thence with a line passing through Smith Farm -Phase 5 N 00° 19' 01" E, 140.08' to an existing ½" iron pipe on the southern right of way of the 200' public right of way of US Highway 64 (Project 8.T520904); thence N 82° 55' 33" E, 30.76' to the point and place of BEGINNING, containing 10.001 acres more or less. The above description of land is all of Wake County PIN 0722-35-8117 being a portion of Smith Farm PUD Phase 5.

The sole purpose of this land description is to be included in a 2023 rezoning application in the Town of Apex and for no other purpose.



## AGENT AUTHORIZATION FORM

Application #: \_\_\_\_\_

Submittal Date: \_\_\_\_\_

Staley Smith, Aaron Smith Jr & Haley Hoffer is the owner\* of the property for which the attached application is being submitted:

☒ Rezoning: For Conditional Zoning and Planned Development rezoning applications, this authorization includes express consent to zoning conditions that are agreed to by the Agent which will apply if the application is approved.

☐ Site Plan

☐ Subdivision

☐ Variance

☐ Other: \_\_\_\_\_

The property address is: 0 Air Park Drive

The agent for this project is: Jones & Cnossen Engineering, PLLC

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

Agent Name: Peter Cnossen

Address: 221 N. Salem St., Suite 001, Apex NC 27502

Telephone Number: 919-387-1174

E-Mail Address: peter@jonescnossen.com

Signature(s) of Owner(s)\*



Aaron Smith

Type or print name

4/6/23

Date



STALEY SMITH

4-5-2023

Date



HALEY HOFFER

Type or print name

4-10-23

Date

Attach additional sheets if there are additional owners.

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

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

# AFFIDAVIT OF OWNERSHIP

Application #: \_\_\_\_\_

Submittal Date: \_\_\_\_\_

The undersigned A. Smith, STALEY C SMITH, HALEY HOFFLER (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 Air Park Dr and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").
2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.
3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated 12/12/2007, and recorded in the Wake County Register of Deeds Office on 12/14/2007, in Book 012874 Page 00607-00612.
4. If Affiant is the authorized agent of the owner(s) of the Property, Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).
5. If Affiant is the owner of the Property, from the time Affiant was deeded the Property on 12/07/2007, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on 12/07/2007, 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 10th day of April, 2023.

Haley Hoffler  
HALEY HOFFLER

Aaron Smith (seal)  
Type or print name  
Staley C. Smith  
STALEY C. SMITH

STATE OF NORTH CAROLINA  
COUNTY OF \_\_\_\_\_

I, the undersigned, a Notary Public in and for the County of WAKE, hereby certify that AARON SMITH, STALEY C. SMITH, HALEY HOFFLER, Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's IDENTIFICATION, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.

[NOTARY SEAL]



Benjamin S. Smith  
Notary Public  
State of North Carolina  
My Commission Expires: 10-6-2025



Application #: \_\_\_\_\_

Submittal Date: \_\_\_\_\_

**Insert legal description below.**

Smith & Smith Surveyors, P.A.

P.O. Box 457

Apex, N.C. 27502

(919) 362-7111

Firm License No. C-0155

Lying and being in the Town of Apex, White Oak Township, Wake County, North Carolina and being situated on the south side of US Highway 64 approximately 1.48 miles east of the Wake/Chatham County Line described more fully as follows to wit:

BEGINNING at an existing ½" iron pipe in the west line of Sweetwater PUD north of Core Banks Dr. a public right of way; thence with Sweetwater PUD S 00° 26' 37" E, 521.43' to an existing ¾" iron pipe being a corner of Sweetwater PUD; thence continuing with Sweetwater PUD N89° 15' 53" W, 413.71' to an existing ½ iron pipe being a common corner with Sweetwater PUD, Smith Farm - Phase 4, and Smith Farm - Phase 5; thence with a line passing through Smith Farm - Phase 5 N 89° 22' 48" W, 841.60' to an existing 1" iron pipe being a common corner with Esterly thence with Esterly, Gooch, and Morgan N 00° 03' 51" E, 852.02' to an existing ½ iron pipe in the east line of Morgan; thence with a line passing through Smith Farm - Phase 5 S 89° 22' 42" E, 671.76' to a an existing ½" iron pipe; thence with a line passing through Smith Farm - Phase 5 S 01° 01' 20 W, 325.54' to an existing ½" iron pipe; thence with a line passing through Smith Farm - Phase 5 S 88° 47' 58" E, 584.45' to the point and place of BEGINNING, containing 20.106 acres more or less. The above description of land is all of Wake County PIN 0722-34-4615 being a portion of Smith Farm PUD Phase 5.

The sole purpose of this land description is to be included in a 2023 rezoning application in the Town of Apex and for no other purpose.



# NOTICE OF NEIGHBORHOOD MEETING

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

April 10, 2023

Date

Dear Neighbor:

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

3223 US 64 HWY West

0722-35-8117

0 Air Park Drive

0722-34-4615

Address(es)

PIN(s)

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

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

Application Type		Approving Authority
<input checked="" type="checkbox"/>	Rezoning (including Planned Unit Development)	Town Council
<input type="checkbox"/>	Major Site Plan	Technical Review Committee (staff)
<input type="checkbox"/>	Minor Site Plan for the uses "Day care facility", "Government service", "School, public or private", "Restaurant, drive-through", or "Convenience store with gas sales"	Technical Review Committee (staff)
<input type="checkbox"/>	Special Use Permit	Board of Adjustment (QJPH*)
<input type="checkbox"/>	Residential Master Subdivision Plan (excludes exempt subdivisions)	Technical Review Committee (staff)

\*Quasi-Judicial Public Hearing: The Board of Adjustment cannot discuss the project prior to the public hearing.

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

The rezoning is a PUD Amendment to remove the perimeter buffer along the eastern property boundary to

Pins 0722-45-4406 and 0722-44-3942. This rezoning request is to accommodate grading by the Sweetwater

-Phase 10 development for cross-access along Ingold Drive.

Estimated submittal date: April 28, 2023

## MEETING INFORMATION:

Property Owner(s) name(s): Andrew Clark TR & Staley Smith and Staley Smith, Aaron Smith Jr & Haley Hoffler

Applicant(s): Jones & Cnossen Engineering, PLLC

Contact information (email/phone): peter@jonescnossen.com/919-387-1174

Meeting Address: Zoom - see enclosed details

Date/Time of meeting\*\*: April 25, 2023

Welcome: 6:00 pm Project Presentation: 6:00 pm - 6:15 pm Question & Answer: 6:15 pm - 8:00 pm

\*\*Meetings shall occur between 5:00 p.m.-9:00 p.m. on a Monday through Thursday (excluding Town recognized holidays). If you have questions about the general process for this application, please contact the Planning 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>.

Zoom Meeting Details – Smith Farm Phase 5 PUD Amendment

When: April 25, 2023, 06:00 PM Eastern Time (US and Canada)

**Register using the QR code:**



**Or go to: [www.zoom.com](http://www.zoom.com). Click on “JOIN”. Enter the Meeting ID: 838 2603 0700 and then the Passcode: 142040.**

Provide your First & Last Name, Email address and Street address. This will help with attendance at the meeting and register you for the meeting. You will then receive an email confirmation with a link to join the meeting.

**Or to join the meeting by phone:** dial (309) 205-3325 or (312) 626-6799 and enter the Meeting ID 838 2603 0700 and the Passcode 142040. If there are any questions regarding the upcoming meeting or you experience any issues registering for the meeting, please contact our office for assistance.

# Vicinity Exhibit



N

0 200 400 800 ft

1 inch equals 400 feet

## Disclaimer

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

# PROJECT CONTACT INFORMATION

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

## Development Contacts:

Project Name: Smith Farm Phase 5 Zoning: PUD-CZ

Location: 3223 US 64 HWY West & 0 Air Park Dr.

Property PIN(s): 0722-35-8117, 0722-34-4615 Acreage/Square Feet: 30.11

Property Owner: Andrew Clark TR & Staley Smith - and - Staley Smith, Aaron Smith Jr & Haley Hoffer

Address: PO Box 791 - and - PO Box 457

City: Apex State: NC Zip: 27502

Phone: \_\_\_\_\_ Email: staley@smithandsmithsurveyors.net

Developer: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Engineer: Jones & Cnossen Engineering, PLLC - Peter Cnossen

Address: 221 N. Salem St., Suite 001

City: Apex State: NC Zip: 27502

Phone: 919-387-1174 Fax: \_\_\_\_\_ Email: peter@jonescnossen.com

Builder (if known): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

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

Town of Apex Department Contacts	
Planning Department Main Number (Provide development name or location to be routed to correct planner)	(919) 249-3426
Parks, Recreation & Cultural Resources Department Angela Reincke, Parks Planning Project Manager	(919) 372-7468
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
Matt Echols, Utility Engineering Manager (Water & Sewer)	(919) 372-7505
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 2<sup>nd</sup> and 4<sup>th</sup> 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](mailto: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.

<b>Noise &amp; Hours of Construction:</b>	<b>Non-Emergency Police</b>	<b>919-362-8661</b>
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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.

<b>Construction Traffic:</b>	<b>James Misciagno</b>	<b>919-372-7470</b>
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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).

<b>Road Damage &amp; Traffic Control:</b>	<b>Water Resources – Infrastructure Inspections</b>	<b>919-362-8166</b>
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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.

<b>Parking Violations:</b>	<b>Non-Emergency Police</b>	<b>919-362-8661</b>
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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.

<b>Dirt in the Road:</b>	<b>James Misciagno</b>	<b>919-372-7470</b>
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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.

<b>Dirt on Properties or in Streams:</b>	<b>James Misciagno</b> <b>Danny Smith</b>	<b>919-372-7470</b> <b><a href="mailto:Danny.Smith@ncdenr.gov">Danny.Smith@ncdenr.gov</a></b>
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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](mailto:danny.smith@ncdenr.gov)) with the State.

<b>Dust:</b>	<b>James Misciagno</b>	<b>919-372-7470</b>
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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.

<b>Trash:</b>	<b>James Misciagno</b>	<b>919-372-7470</b>
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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.

<b>Temporary Sediment Basins:</b>	<b>James Misciagno</b>	<b>919-372-7470</b>
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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.

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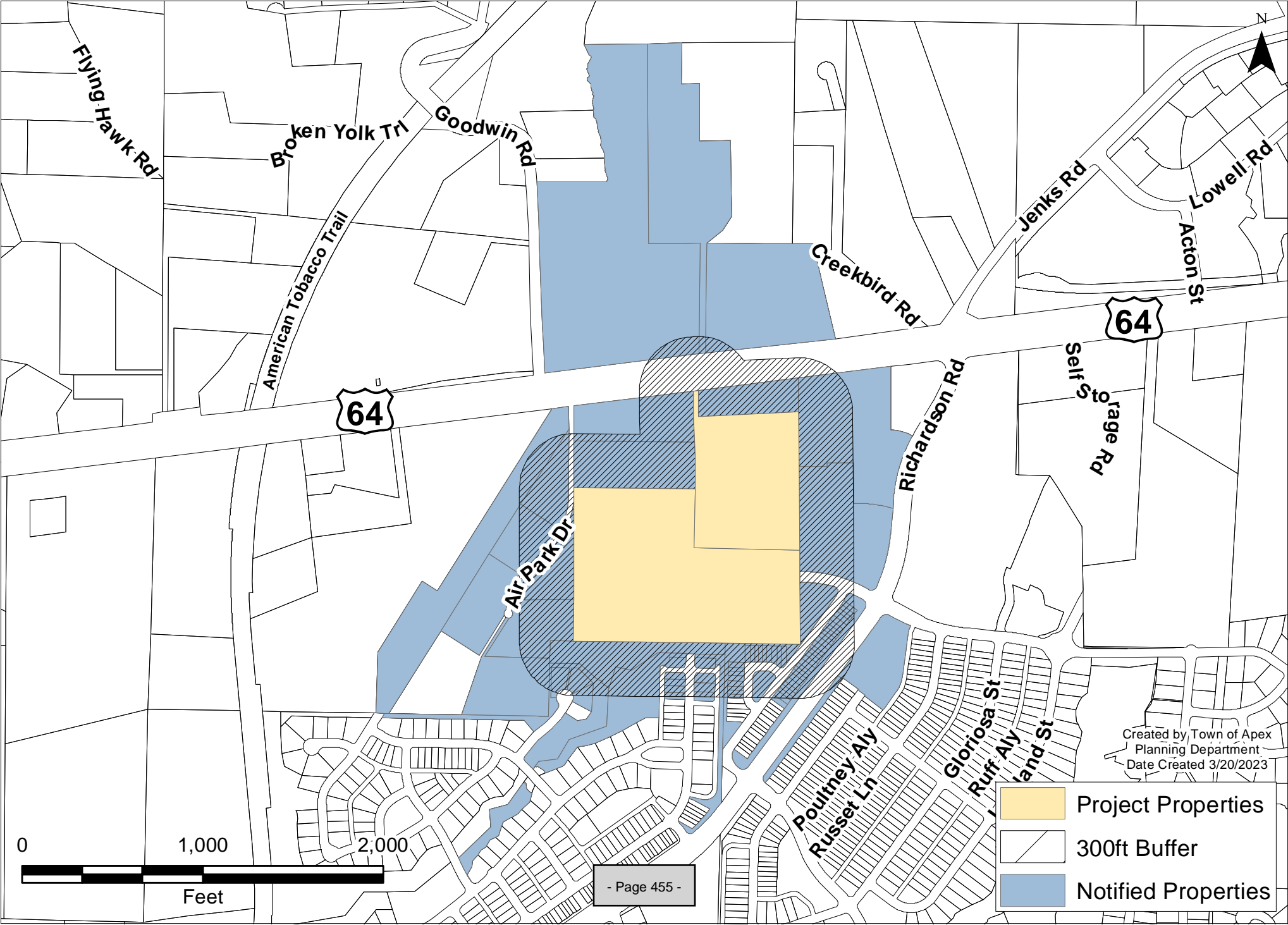
Post-construction concerns related to Stormwater Control Measures (typically a stormwater pond) such as conversion and long-term maintenance should be reported to Jessica Bolin at 919-249-3537.

<b>Electric Utility Installation:</b>	<b>Rodney Smith</b>	<b>919-249-3342</b>
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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.

SITE ADDRESS	PIN NUMBER	OWNER	MAILING ADDRESS	
1153 HERB GARDEN WAY	0722345083	AKIDI, ANAND REDDY SINGIREDDY, SWATHI	1153 HERB GARDEN WAY	APEX NC 27502-4419
1133 LITTLE GEM LN	0722441292	ARANGO, SAMUEL ROYO, JULIO	1133 LITTLE GEM LN	APEX NC 27523-7802
1155 LITTLE GEM LN	0722440063	ATHOTA, SUDHEER ATHOTA, JAYASREE	2701 ELK KNOB TRL	APEX NC 27502-8568
1135 LITTLE GEM LN	0722441280	BALDWIN, EBONY	1135 LITTLE GEM LN	APEX NC 27523-7802
1616 AIR PARK DR	0722245893	BICKEL, GEORGE S BICKEL, ELLA L	1616 AIR PARK DR	APEX NC 27523-7843
2808 LANASA LN	0722349242	BOBBITT, HANNAH C	2808 LANASA LN	APEX NC 27523-4106
1109 LITTLE GEM LN	0722443442	BONDAREV, IVAN BONDAREVA, EKATERINA	1109 LITTLE GEM LN	APEX NC 27523-7802
3223 US 64 HWY W	0722358117	CLARK, ANDREW L/TR SMITH, STALEY C	PO BOX 791	APEX NC 27502-0791
2814 LANASA LN	0722348272	CLAWSON, DIANE	2814 LANASA LN	APEX NC 27523-4106
1157 HERB GARDEN WAY	0722335988	CROSS, NATALIE CROSS, CHRISTOPHER	1157 HERB GARDEN WAY	APEX NC 27502-4419
2812 LANASA LN	0722348292	DESAI, SAMEER FENG, YAN XUE	2812 LANASA LN	APEX NC 27523-4106
2834 LANASA LN	0722347065	DESANDER, JAN DESANDER, SCOTT	2834 LANASA LN	APEX NC 27523-4106
2838 LANASA LN	0722347051	DHAKAL, MANOJ DHAKAL, LAXMI BHANDARI	2838 LANASA LN	APEX NC 27523-4106
1117 LITTLE GEM LN	0722442395	DODDER, ROBERT DODDER, SUSANNE	1117 LITTLE GEM LN	APEX NC 27523-7802
1157 LITTLE GEM LN	0722440042	EOBERT, DEBRA ILENE TRUSTEE EGBERT FAMILY IRREVOCABLE TRUST	1157 LITTLE GEM LN	APEX NC 27523-7802
1625 AIR PARK DR	0722246325	ESTERLY, BRYAN H ESTERLY, DIANE F	1625 AIR PARK DR	APEX NC 27523-7844
0 LITTLE GEM LN	0722441386	EXPERIENCEONE HOMES, LLC	PO BOX 5509	CARY NC 27512-5509
1129 LITTLE GEM LN	0722442226	GARCIA, RHIAMD AMTDOREICH BENDAYAN GENTILCORE, CRISTIAN GABRIEL LEVY	1129 LITTLE GEM LN	APEX NC 27523-7802
1617 AIR PARK DR	0722247624	GOOCH, MARK GILBERT	1617 AIR PARK DR	APEX NC 27523-7844
1141 LITTLE GEM LN	0722441155	GURUNG, SANTOSH GURUNG, SUJEETA	1141 LITTLE GEM LN	APEX NC 27523-7802
1159 LITTLE GEM LN	0722440030	INJETI, RAJINI	1159 LITTLE GEM LN	APEX NC 27523-7802
0 AIR PARK DR	0722149244	JOHN HERTRICK AIR PARK INC	1628 AIR PARK DR	APEX NC 27523-7843
0 CORE BANKS ST	0722441499	KEPE1 HOLDINGS LLC	THE KALKOW GROUP	7001 BRUSH HOLLOW RD STE 200
1115 LITTLE GEM LN	0722443317	KING, ALEESHA	1115 LITTLE GEM LN	APEX NC 27523-7802
1200 SPRING WHEAT CT	0722247077	LENNAR CAROLINAS, LLC	1100 PERIMETER PARK DR STE 112	MORRISVILLE NC 27560-9119
2818 LANASA LN	0722348222	LI, JING	9105 SANCTUARY CT	RALEIGH NC 27617-7475
2836 LANASA LN	0722347053	LI, MO LI, HUIMIN	1220 STOWAGE DR	CARY NC 27519-8909
2810 LANASA LN	0722349222	LIU, JULIE	3129 MISTY RISE DR	CARY NC 27519-8912
1145 LITTLE GEM LN	0722441122	LIU, JUNFENG	1145 LITTLE GEM LN	APEX NC 27523-7802
1105 LITTLE GEM LN	0722443476	LLL INVESTMENT LLC	2933 KENNA CREEK BND	APEX NC 27502-6619
1103 LITTLE GEM LN	0722443488	LUO, WOON SHANG LUO, JUN JIE	1103 LITTLE GEM LN	APEX NC 27523-7802
2840 LANASA LN	0722337958	MASSAMBA, JOLIE S	2100 HERITAGE AVE APT 1350	EULESS TX 76039-5574
2826 LANASA LN	0722347163	MCKINLEY, JERE	2826 LANASA LN	APEX NC 27523-4106
1604 AIR PARK DR	0722257131	MORGAN, PHILIP S MORGAN, JENNIFER V	1604 AIR PARK DR	APEX NC 27523-7843
1147 HERB GARDEN WAY	0722345088	NAIK, PARAG ANIL NAIK, PRITEE PARAG	1147 HERB GARDEN WAY	APEX NC 27502-4419
1121 LITTLE GEM LN	0722442372	OKERFELT, CARLY CLAPSADDLE, SCOTT	1913 PARK STREAM CT	APEX NC 27502-6612
2828 LANASA LN	0722347161	PAVLIK, TERRY FANG, PING	20975 VALLEY GREEN DR APT 289	CUPERTINO CA 95014-1872
1142 HERB GARDEN WAY	0722344137	POPOVA, MARIA NEDELKO, SERGEY	1142 HERB GARDEN WAY	APEX NC 27502-4419
1153 LITTLE GEM LN	0722440075	PRAKASAM, SRIDHAR MADHAVAN, MYTHILI	41927 MISSION CREEK DR	FREMONT CA 94539-4720
2830 LANASA LN	0722347068	RAIMUNDO, NICOLE E	2830 LANASA LN	APEX NC 27523-4106
1161 LITTLE GEM LN	0722430918	RAJA, RAGUL SENTHILVELAN, MATHUMATHI	1161 LITTLE GEM LN	APEX NC 27523-7802
1154 HERB GARDEN WAY	0722344022	RIVERA-TORRES, NORMA M	1154 HERB GARDEN WAY	APEX NC 27502-4419
1624 AIR PARK DR	0722243458	ROYAL, TIMOTHY G ROYAL, KIMBERLY W	1624 AIR PARK DR	APEX NC 27523-7843
1629 AIR PARK DR	0722244094	RUBA, NORBERT W RUBA, LIZBETH A	1629 AIR PARK DR	APEX NC 27523-7844
2802 LANASA LN	0722440200	RYAN, ERIC RYAN, CAITLIN	2802 LANASA LN UNIT 296	APEX NC 27523-4106
2824 LANASA LN	0722347166	SABIN, VLADIMIR SABIN, MIRA	2824 LANASA LN	APEX NC 27523-4106
1131 LITTLE GEM LN	0722442214	SAINI, ANKUR JAIN, CHHAMA	1131 LITTLE GEM LN	APEX NC 27523-7802
1149 LITTLE GEM LN	0722440098	SCORE 1 LLC	DAVID R POWELL	861 BETHLEHEM CHURCH RD
1158 HERB GARDEN WAY	0722334928	SHIN, KEE HO KIM, YOOMI	101 KETTLEWELL CT	CARY NC 27519-8664
1113 LITTLE GEM LN	0722443329	SIGUENZA, ELIZABETH	1113 LITTLE GEM LN	APEX NC 27523-7802
3221 US 64 HWY W	0722359614	SKJD HOLDINGS LLC	4516 WOODMILL RUN	APEX NC 27539-9391
0 HERB GARDEN WAY	0722336338	SMITH FARM OF APEX HOMEOWNERS ASSOCIATION INC	ELITE MANAGEMENT	4112 BLUE RIDGE RD STE 100
0 RISE AND SHINE RD	0722236896	SMITH FARM OF APEX HOMEOWNERS ASSOCIATION, INC.	ELITE MANAGEMENT	4112 BLUE RIDGE RD STE 100
3301 US 64 HWY W	0722352562	SMITH, STALEY C SMITH, AARON E JR	PO BOX 457	APEX NC 27502-0457
3232 US 64 HWY W	0722361604	STEPHENS ROAD PARTNERS LLC	150 TOWERVIEW CT	CARY NC 27513-3595
1125 LITTLE GEM LN	0722442248	SUPHAVADEPRASIT, MANIT KOKKADAN, DINKAR JOHN	812 CITY WALLS ST	CARY NC 27513-1695
1140 LITTLE GEM LN	0722349207	SWEETWATER PROPERTY OWNERS ASSOCIATION, INC	116 TURQUOISE CREEK DR	CARY NC 27513-6616
1150 HERB GARDEN WAY	0722344026	TIRUPATI, BHASKAR SINGAM, HEMALATHA	1150 HERB GARDEN WAY	APEX NC 27502-4419
2804 LANASA LN	0722349271	TORITSYN, ANTON TORITSYNA, SVETLANA	2804 LANASA LN	APEX NC 27523-4106
1123 LITTLE GEM LN	0722442360	VIVEKANANDAN, YUVARAJ	1123 LITTLE GEM LN	APEX NC 27523-7802
1147 LITTLE GEM LN	0722441110	WAI, FLORENCE FUNGMING MARTIN, KACE	1147 LITTLE GEM LN	APEX NC 27523-7802
1146 HERB GARDEN WAY	0722344120	WANG, XU HANG	1146 HERB GARDEN WAY	APEX NC 27502-4419
1119 LITTLE GEM LN	0722442384	WASYL, KAREN L	1119 LITTLE GEM LN	APEX NC 27523-7802
3208 US 64 HWY W	0722368361	WILKINS, JON BRIAN TRUSTEE WILKINS, DENA LIGGETT TRUSTEE	3208 US 64 HWY W	APEX NC 27523-8441
3228 US 64 HWY W	0722364709	WILKINS, STEVEN B TRUSTEE WILKINS, KATHRYN J TRUSTEE	3228 US 64 HWY W	APEX NC 27523-8441
1145 LITTLE GEM LN	0722441133	WILLIAMS, GRAHAM WILLIAMS, ATHINA	1145 LITTLE GEM LN	APEX NC 27523-7802
1141 HERB GARDEN WAY	0722345197	WU, YICHUN LEI, YUTING	1141 HERB GARDEN WAY	APEX NC 27502-4419
1165 LITTLE GEM LN	0722430905	XU, HANQING LI, YONGYI	1165 LITTLE GEM LN	APEX NC 27523-7802
2800 LANASA LN	0722440220	ZHANG, AO YING	SALEM STREET REALTY	301 N SALEM ST STE 100
1137 LITTLE GEM LN	0722441178	ZHANG, JIMMY ZHANG, YI Q	8628 SAVANNAH RD	HARRISBURG NC 28075-7652
		Current Tenant	1158 Herb Garden Way	APEX NC 27523
		Current Tenant	2800 Lanasa LN	APEX NC 27523
		Current Tenant	2802 Lanasa LN	APEX NC 27523
		Current Tenant	2810 Lanasa LN	APEX NC 27523
		Current Tenant	2816 Lanasa LN	APEX NC 27523
		Current Tenant	2818 Lanasa LN	APEX NC 27523
		Current Tenant	2828 Lanasa LN	APEX NC 27523
		Current Tenant	2836 Lanasa LN	APEX NC 27523
		Current Tenant	2840 Lanasa LN	APEX NC 27523
		Current Tenant	1105 Little Gem LN	APEX NC 27523
		Current Tenant	1107 Little Gem LN	APEX NC 27523
		Current Tenant	1121 Little Gem LN	APEX NC 27523
		Current Tenant	1125 Little Gem LN	APEX NC 27523
		Current Tenant	1137 Little Gem LN	APEX NC 27523
		Current Tenant	1149 Little Gem LN	APEX NC 27523
		Current Tenant	1153 Little Gem LN	APEX NC 27523
		Current Tenant	1155 Little Gem LN	APEX NC 27523
		Current Tenant	1200 Spring Wheat CT	APEX NC 27523
		Current Tenant	1201 Spring Wheat CT	APEX NC 27523
		Current Tenant	1205 Spring Wheat CT	APEX NC 27523
		Current Tenant	3221 US 64 HWY W	APEX NC 27523
		Current Tenant	3223 US 64 HWY W	APEX NC 27523
		Current Tenant	3301 US 64 HWY W	APEX NC 27523
		Current Tenant	3309 US 64 HWY W	APEX NC 27523

# Notified Properties Within 300ft of the Project Properties



# NEIGHBORHOOD MEETING SIGN-IN SHEET

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

Meeting Address: Zoom  
 Date of meeting: April 25, 2023 Time of meeting: 6:00 - 8:00 pm  
 Property Owner(s) name(s): Andrew Clark TR & Staley Smith - and - Staley Smith & Aaron Smith Jr  
 Applicant(s): Jones & Cnossen Engineering, PLLC

Please print your name below, state your address and/or affiliation with a neighborhood group, and provide your phone number and email address. Providing your name below does not represent support or opposition to the project; it is for documentation purposes only. For virtual meetings, applicants must include all known participants and request the information below.

	NAME/ORGANIZATION	ADDRESS	PHONE #	EMAIL	SEND PLANS & UPDATES
1.	Peter Cnossen/Jones & Cnossen Engineering	221 N Salem St			
2.	Philip & Jennifer Morgan	1604 Airpark Dr			
3.	Anton Toritsyn	2804 Lanasa Lane			
4.	Lisbeth Ruba	1629 Air Park Drive			
5.	Bryan Easterly	1625 Air Park Drive			
6.	Tim Royal	105 Beechtree Court			
7.	Vlad Sabin	2428 Lanasa Lane			
8.	Ekaterina Bondareva	1109 Little Gem Lane			
9.	Mary Gooch	1617 Air Park Drive			
10.	Diane Clawson	2814 Lanasa Lane			
11.	Christopher Cross	1157 Herb Garden Way			
12.					<input type="checkbox"/>
13.					<input type="checkbox"/>
14.					<input type="checkbox"/>

Use additional sheets, if necessary.

# SUMMARY OF DISCUSSION FROM THE NEIGHBORHOOD MEETING

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Property Owner(s) name(s): Andrew Clark TR & Staley Smith - and - Staley Smith & Aaron Smith Jr

Applicant(s): Jones & Crossen Engineering, PLLC

Contact information (email/phone): peter@jonescrossen.com/919-387-1174

Meeting Address: Zoom

Date of meeting: April 25, 2023 Time of meeting: 6:00 - 8:00 pm

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

## Question/Concern #1:

What is the purpose of Ingold Drive and where is it planned to route through the site?

### Applicant's Response:

Ingold Drive has been requested by the Town to provide cross-access between the adjacent developments. The routing through the site will determined when the site is land planned for development.

## Question/Concern #2:

What is planned for development on the site?

### Applicant's Response:

The Smith Farms PUD calls for the site to be Mixed-Use which allows for a combination of commercial and residential development. Commercial is likely the primary use but nothing has been land planned.

## Question/Concern #3:

What kind of buffers are required with Mixed-Use development?

### Applicant's Response:

The Smith Farms PUD requires that the perimeter buffers meet the requirements of the UDO. Buffer types and widths vary based on the use of the site and that of the adjoining parcels, so they won't be know until the site is developed. The UDO section of buffer requirements was requested to be emailed to the neighbors. This was done.

## Question/Concern #4:

Is there a reason why the buffer removal can't end at Core Banks Street?

### Applicant's Response:

The perimeter buffer has been removed along the Sweetwater-Phase 10 common property boundary, so this PUD Amendment matches their approval. But, I will discuss this request with the property owners as Core Banks Street does provide a possible break point.



# 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, Peter D. Cnossen, do hereby declare as follows:  
Print Name

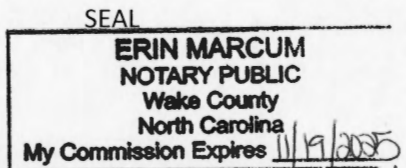
1. I have conducted a Neighborhood Meeting for the proposed Rezoning, Major Site Plan, Minor Site Plan, Residential Master Subdivision Plan, or Special Use Permit in accordance with UDO Sec. 2.2.7.B *Neighborhood Meeting*.
2. The meeting invitations were mailed to the Apex Planning Department, all property owners and tenants abutting and within 300 feet of the subject property and any neighborhood association that represents citizens in the notification area via first class mail a minimum of 14 days in advance of the Neighborhood Meeting.
3. The meeting was conducted at Zoom (location/address) on April 25, 2023 (date) from 6:00 pm (start time) to 8:00 pm (end time).
4. I have included the mailing list, meeting invitation, sign-in sheet, issue/response summary, and zoning map/reduced plans with the application.
5. I have prepared these materials in good faith and to the best of my ability.

4/24/2023  
Date

By: Peter D. Cnossen

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

Sworn and subscribed before me, Erin Marcum, a Notary Public for the above State and County, on this the 26th day of April, 2023.



[Signature]  
Notary Public  
Erin Marcum  
Print Name

My Commission Expires: November 19, 2025









## TOWN OF APEX

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

## PUBLIC NOTIFICATION OF PUBLIC HEARINGS CONDITIONAL ZONING #23CZ11 Smith Farm Phase 5 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:

**Applicants:** Andrew Clark TR & Staley Smith; Staley Smith, Aaron Smith Jr. & Haley Hoffer

**Authorized Agent:** Peter Cnossen, Jones & Cnossen Engineering, PLLC

**Property Addresses:** 3223 US 64 Hwy West & 0 Air Park Dr.

**Acreage:** ±30.11 acres

**Property Identification Numbers (PINs):** 0722358117 & 0722344615

**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 #15CZ32)

**Proposed Zoning of Properties:** Planned Unit Development-Conditional Zoning (PUD-CZ)

**Public Hearing Location:** Apex Town Hall  
Council Chamber, 2<sup>nd</sup> Floor  
73 Hunter Street, Apex, North Carolina

### Planning Board Public Hearing Date and Time: June 12, 2023 4:30 PM

You may attend the meeting in person or view the meeting through the Town's YouTube livestream at:  
<https://www.youtube.com/c/townofapexgov>.

If you are unable to attend, you may provide a written statement by email to [public.hearing@apexnc.org](mailto:public.hearing@apexnc.org), or submit it to the clerk of the Planning Board, Jeri Pederson (73 Hunter Street or USPS mail - P.O. Box 250, Apex, NC 27502), at least two business days prior to the Planning Board vote. You must provide your name and address for the record. The written statements will be delivered to the Planning Board prior to their vote. Please include the Public Hearing name in the subject line.

**A separate notice of the Town Council public hearing on this project will be mailed and posted in order to comply with State public notice requirements.**

### Vicinity Map:



Property owners, tenants, and neighborhood associations within 300 feet of the proposed conditional zoning have been sent this notice via first class mail. All interested parties may submit comments with respect to the application by the means specified above. In addition to the above map, the location of the property may be viewed online at <https://maps.raleighnc.gov/imap>. The 2045 Land Use Map may be viewed online at [www.apexnc.org/DocumentCenter/View/478](http://www.apexnc.org/DocumentCenter/View/478). You may call 919-249-3426, Planning Department, with questions or for further information. To view the petition and related documents on-line: <https://www.apexnc.org/DocumentCenter/View/43091>.

Dianne F. Khin, AICP  
Planning Director





**TOWN OF APEX**  
PO BOX 250  
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TELÉFONO 919-249-3426

**NOTIFICACIÓN PÚBLICA DE AUDIENCIAS PÚBLICAS**  
**ORDENAMIENTO TERRITORIAL CONDICIONAL #23CZ11**  
Smith Farm Phase 5 PUD Amendment

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:** Andrew Clark TR y Staley Smith; Staley Smith, Aaron Smith Jr. y Haley Hoffer

**Agente autorizado:** Peter Cnossen, Jones & Cnossen Engineering, PLLC

**Dirección de las propiedades:** 3223 US 64 Hwy West & O Air Park Dr.

**Superficie:** ±30.11 acres

**Números de identificación de las propiedades:** 0722358117 & 0722344615

**Designación 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 #15CZ32)

**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:** 12 de junio de 2023 4:30 P.M.

Puede asistir a la reunión de manera presencial o seguir la transmisión en directo por YouTube a través del siguiente enlace: <https://www.youtube.com/c/townofapexgov>.

Si no puede asistir, puede enviar una declaración escrita por correo electrónico a [public.hearing@apexnc.org](mailto:public.hearing@apexnc.org), o presentarla a la secretaria de la Junta de Planificación, Jeri Pederson (73 Hunter Street o por correo USPS a P.O. Box 250, Apex, NC 27502), al menos dos días hábiles antes de la votación de la Junta de Planificación. Debe proporcionar su nombre y dirección para que conste en el registro. Las declaraciones escritas se entregarán a la Junta de Planificación antes de la votación. No olvide incluir el nombre de la audiencia pública en el asunto.

De conformidad con los requisitos estatales de notificaciones públicas, se enviará por correo y se publicará por separado una notificación de la audiencia pública del Consejo Municipal sobre este proyecto.

**Mapa de las inmediaciones:**



Los propietarios, inquilinos y asociaciones de vecinos en un radio de 300 pies del Ordenamiento Territorial Condicional propuesto han recibido esta notificación por correo postal de primera clase. Todas las partes interesadas pueden presentar comentarios sobre la solicitud a través de los medios especificados anteriormente. La ubicación de la propiedad también puede verse aquí: <https://maps.raleighnc.gov/maps>. Puede ver el Mapa de Uso Territorial para 2045 aquí: [www.apexnc.org/DocumentCenter/View/478](http://www.apexnc.org/DocumentCenter/View/478). Si tiene preguntas o desea obtener más información, puede comunicarse con el Departamento de Planificación al 919-249-3426. Puede ver la solicitud y otros documentos relacionados aquí: <https://www.apexnc.org/DocumentCenter/View/43091>.





## TOWN OF APEX

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

## PUBLIC NOTIFICATION

### OF PUBLIC HEARINGS

CONDITIONAL ZONING #23CZ11

Smith Farm Phase 5 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:

**Applicants:** Andrew Clark TR & Staley Smith; Staley Smith, Aaron Smith Jr. & Haley Hoffer

**Authorized Agent:** Peter Clossen, Jones & Clossen Engineering, PLLC

**Property Addresses:** 3223 US 64 Hwy West & 0 Air Park Dr.

**Acreage:** ±30.11 acres

**Property Identification Numbers (PINs):** 0722358117 & 0722344615

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**Existing Zoning of Properties:** Planned Unit Development-Conditional Zoning (PUD-CZ #15CZ32)

**Proposed Zoning of Properties:** Planned Unit Development-Conditional Zoning (PUD-CZ)

**Public Hearing Location:** Apex Town Hall  
Council Chamber, 2<sup>nd</sup> Floor  
73 Hunter Street, Apex, North Carolina

#### **Planning Board Public Hearing Date and Time: June 12, 2023 4:30 PM**

You may attend the meeting in person or view the meeting through the Town's YouTube livestream at:  
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#### **Vicinity Map:**



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Dianne F. Khin, AICP  
Planning Director





## TOWN OF APEX

PO BOX 250  
APEX, NORTH CAROLINA 27502  
TELÉFONO 919-249-3426

## NOTIFICACIÓN PÚBLICA DE AUDIENCIAS PÚBLICAS

### ORDENAMIENTO TERRITORIAL CONDICIONAL #23CZ11

#### Smith Farm Phase 5 PUD Amendment

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:** Andrew Clark TR y Staley Smith; Staley Smith, Aaron Smith Jr. y Haley Hoffler

**Agente autorizado:** Peter Clossen, Jones & Clossen Engineering, PLLC

**Dirección de las propiedades:** 3223 US 64 Hwy West & 0 Air Park Dr.

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**Ordenamiento territorial propuesto para las propiedades:** Planned Unit Development-Conditional Zoning (PUD-CZ)

**Lugar de la audiencia pública:** Ayuntamiento de Apex  
Cámara del Consejo, 2º piso  
73 Hunter Street, Apex, Carolina del Norte

**Fecha y hora de la audiencia pública de la Junta de Planificación:** 12 de junio de 2023 4:30 P.M.

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**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](http://www.apexnc.org/DocumentCenter/View/478). Si tiene preguntas o desea obtener más información, puede comunicarse con el Departamento de Planificación al 919-249-3426. Puede ver la solicitud y otros documentos relacionados aquí: <https://www.apexnc.org/DocumentCenter/View/43091>.

Dianne F. Khin, AICP  
Directora de Planificación



## TOWN OF APEX

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

### AFFIDAVIT CERTIFYING Public Notification – Written (Mailed) Notice

Section 2.2.11

Town of Apex Unified Development Ordinance

Project Name: Conditional Zoning #23CZ11 Smith Farm Ph 5 PUD Amendment  
Project Location: 3223 US 64 HWY West & 0 Air Park Dr.  
Applicant or Authorized Agent: Peter Cnossen  
Firm: Jones & Cnossen Engineering, PLLC  
Planning Board Public Hearing Date: June 12, 2023

Project Planner: Shelly Mayo, Planner II

This is to certify that I, as Planning Director, mailed or caused to have mailed by first class postage for the above mentioned project on May 26, 2023, a notice containing the time and place, location, nature and scope of the application, where additional information may be obtained, and the opportunity for interested parties to be heard, to the property owners and tenants within 300' of the land subject to notification. I further certify that I relied on information from the Wake County Tax Assessor and the Town of Apex Master Address Repository provided to me by Town of Apex GIS Staff as to accuracy of the list and accuracy of mailing addresses of property owners and tenants within 300' of the land subject to notification.

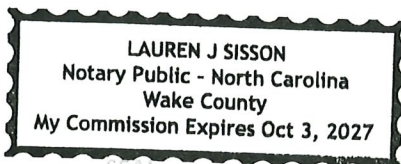
6/5/2023  
Date

*Shelly Mayo*  
Planning Director

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

Sworn and subscribed before me, LAUREN J Sisson, a Notary Public for the above

State and County, this the 5<sup>th</sup> day of June, 202 3.



*Shelly Mayo*  
Notary Public

My Commission Expires: 10 / 3 / 2027





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

**PUBLIC NOTIFICATION  
OF PUBLIC HEARINGS  
CONDITIONAL ZONING #23CZ11  
Smith Farm Phase 5 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:

**Applicants:** Andrew Clark TR & Staley Smith; Staley Smith, Aaron Smith Jr. & Haley Hoffer

**Authorized Agent:** Peter Cnossen, Jones & Cnossen Engineering, PLLC

**Property Addresses:** 3223 US 64 Hwy West & 0 Air Park Dr.

**Acreage:** ±30.11 acres

**Property Identification Numbers (PINs):** 0722358117 & 0722344615

**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 #15CZ32)

**Proposed Zoning of Properties:** Planned Unit Development-Conditional Zoning (PUD-CZ)

**Public Hearing Location:** Apex Town Hall  
Council Chamber, 2<sup>nd</sup> 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: June 27, 2023 6:00 PM**

You may attend the meeting in person or view the meeting through the Town's YouTube livestream at:  
<https://www.youtube.com/c/townofapexgov>

If you are unable to attend, you may provide a written statement by email to [public\\_hearing@apexnc.org](mailto:public_hearing@apexnc.org), or submit it to the Office of the Town Clerk (73 Hunter Street or USPS mail - P.O. Box 250, Apex, NC 27502), at least two business days prior to the Town Council vote. You must provide your name and address for the record. The written statements will be delivered to the Town Council prior to their vote. Please include the Public Hearing name in the subject line.

**Vicinity Map:**



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Dianne F. Khin, AICP  
Planning Director



**TOWN OF APEX**  
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**NOTIFICACIÓN PÚBLICA DE AUDIENCIAS PÚBLICAS**  
**ORDENAMIENTO TERRITORIAL CONDICIONAL #23CZ11**  
Smith Farm Phase 5 PUD Amendment

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**Solicitante:** Andrew Clark TR y Staley Smith; Staley Smith, Aaron Smith Jr. y Haley Hoffer

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**Ordenamiento territorial propuesto para las propiedades:** Planned Unit Development-Conditional Zoning (PUD-CZ)

**Lugar de la audiencia pública:** Ayuntamiento de Apex  
Cámara del Consejo, 2º piso  
73 Hunter Street, Apex, Carolina del Norte

*Los comentarios recibidos antes de la audiencia pública de la Junta de Planificación no se proporcionarán al Consejo Municipal. Los comentarios para la audiencia pública del Consejo Municipal deben presentarse por separado en el plazo especificado a continuación.*

**Fecha y hora de la audiencia pública del Consejo Municipal:** 27 de junio de 2023 6:00 P.M.

Puede asistir a la reunión de manera presencial o seguir la transmisión en directo por YouTube a través del siguiente enlace: <https://www.youtube.com/c/townofapexgov>.

Si no puede asistir, puede enviar una declaración escrita por correo electrónico a [public.hearing@apexnc.org](mailto:public.hearing@apexnc.org) o presentarla a la oficina del Secretario Municipal (73 Hunter Street o por correo USPS a P.O. Box 250, Apex, NC 27502), al menos dos días hábiles antes de la votación del Consejo Municipal. Debe proporcionar su nombre y dirección para que conste en el registro. Las declaraciones escritas se entregarán al Consejo Municipal antes de la votación. No olvide incluir el nombre de la audiencia pública en el asunto.

**Mapa de las inmediaciones:**



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**TOWN OF APEX**  
POST OFFICE BOX 250  
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**PUBLIC NOTIFICATION  
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**CONDITIONAL ZONING #23CZ11**  
**Smith Farm Phase 5 PUD Amendment**

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You may attend the meeting in person or view the meeting through the Town's YouTube livestream at:  
<https://www.youtube.com/c/townofapexgov>.

If you are unable to attend, you may provide a written statement by email to [public.hearing@apexnc.org](mailto:public.hearing@apexnc.org), or submit it to the Office of the Town Clerk (73 Hunter Street or USPS mail - P.O. Box 250, Apex, NC 27502), at least two business days prior to the Town Council vote. You must provide your name and address for the record. The written statements will be delivered to the Town Council prior to their vote. Please include the Public Hearing name in the subject line.

**Vicinity Map:**



Property owners, tenants, and neighborhood associations within 300 feet of the proposed conditional zoning have been sent this notice via first class mail. All interested parties may submit comments with respect to the application by the means specified above. In addition to the above map, the location of the property may be viewed online at <https://maps.raleighnc.gov/imaps>. The 2045 Land Use Map may be viewed online at [www.apexnc.org/DocumentCenter/View/478](http://www.apexnc.org/DocumentCenter/View/478). You may call 919-249-3426, Planning Department, with questions or for further information. To view the petition and related documents on-line: <https://www.apexnc.org/DocumentCenter/View/43091>.

Dianne F. Khin, AICP  
Planning Director





**TOWN OF APEX**  
PO BOX 250  
APEX, NORTH CAROLINA 27502  
TELÉFONO 919-249-3426

## **NOTIFICACIÓN PÚBLICA DE AUDIENCIAS PÚBLICAS**

### **ORDENAMIENTO TERRITORIAL CONDICIONAL #23CZ11**

#### **Smith Farm Phase 5 PUD Amendment**

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:** Andrew Clark TR y Staley Smith; Staley Smith, Aaron Smith Jr. y Haley Hoffer

**Agente autorizado:** Peter Clossen, Jones & Clossen Engineering, PLLC

**Dirección de las propiedades:** 3223 US 64 Hwy West & 0 Air Park Dr.

**Superficie:** ±30.11 acres

**Números de identificación de las propiedades:** 0722358117 & 0722344615

**Designación 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 #15CZ32)

**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: 27 de junio de 2023 6:00 P.M.**

Puede asistir a la reunión de manera presencial o seguir la transmisión en directo por YouTube a través del siguiente enlace: <https://www.youtube.com/c/townofapexgov>.

Si no puede asistir, puede enviar una declaración escrita por correo electrónico a [public.hearing@apexnc.org](mailto:public.hearing@apexnc.org), o presentarla a la oficina del Secretario Municipal (73 Hunter Street o por correo USPS a P.O. Box 250, Apex, NC 27502), al menos dos días hábiles antes de la votación del Consejo Municipal. Debe proporcionar su nombre y dirección para que conste en el registro. Las declaraciones escritas se entregarán al Consejo Municipal antes de la votación. No olvide incluir el nombre de la audiencia pública en el asunto.

#### **Mapa de las inmediaciones:**



Los propietarios, inquilinos y asociaciones de vecinos en un radio de 300 pies del Ordenamiento Territorial Condicional propuesto han recibido esta notificación por correo postal de primera clase. Todas las partes interesadas pueden presentar comentarios sobre la solicitud a través de los medios especificados anteriormente. La ubicación de la propiedad también puede verse aquí: <https://maps.raleighnc.gov/imaps>. Puede ver el Mapa de Uso Territorial para 2045 aquí: [www.apexnc.org/DocumentCenter/View/478](http://www.apexnc.org/DocumentCenter/View/478). Si tiene preguntas o desea obtener más información, puede comunicarse con el Departamento de Planificación al 919-249-3426. Puede ver la solicitud y otros documentos relacionados aquí: <https://www.apexnc.org/DocumentCenter/View/43091>.

Dianne F. Khin, AICP  
Directora de Planificación



## TOWN OF APEX

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

### AFFIDAVIT CERTIFYING Public Notification – Written (Mailed) Notice

Section 2.2.11

Town of Apex Unified Development Ordinance

Project Name: Conditional Zoning #23CZ11 Smith Farm Ph 5 PUD Amendment  
Project Location: 3223 US 64 HWY West & O Air Park Dr.  
Applicant or Authorized Agent: Peter Cnossen  
Firm: Jones & Cnossen Engineering, PLLC  
Town Council Public Hearing Date: June 27, 2023

Project Planner: Shelly Mayo, Planner II

This is to certify that I, as Planning Director, mailed or caused to have mailed by first class postage for the above mentioned project on June 2, 2023, a notice containing the time and place, location, nature and scope of the application, where additional information may be obtained, and the opportunity for interested parties to be heard, to the property owners and tenants within 300' of the land subject to notification. I further certify that I relied on information from the Wake County Tax Assessor and the Town of Apex Master Address Repository provided to me by Town of Apex GIS Staff as to accuracy of the list and accuracy of mailing addresses of property owners and tenants within 300' of the land subject to notification.

6/5/2023

Date

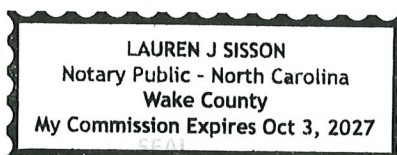
Shianne F. Khun  
Planning Director

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

Sworn and subscribed before me, LAUREN J Sisson, a Notary Public for the above

State and County, this the 5th day of June, 202 3.

[Signature]  
Notary Public



My Commission Expires: 10/3/2027







# PLANNING BOARD REPORT TO TOWN COUNCIL

## Rezoning Case: 23CZ11 Smith Farm Phase 5 PUD Amendment

Planning Board Meeting Date: June 12, 2023



### Report Requirements:

Per NCGS §160D-604(b), all proposed amendments to the zoning ordinance or zoning map shall be submitted to the Planning Board for review and comment. If no written report is received from the Planning Board within 30 days of referral of the amendment to the Planning Board, the Town Council may act on the amendment without the Planning Board report. The Town Council is not bound by the recommendations, if any, of the Planning Board.

Per NCGS §160D-604(d), the Planning Board shall advise and comment on whether the proposed action is consistent with all applicable officially adopted plans, and provide a written recommendation to the Town Council that addresses plan consistency and other matters as deemed appropriate by the Planning Board, but a comment by the Planning Board that a proposed amendment is inconsistent with the officially adopted plans shall not preclude consideration or approval of the proposed amendment by the Town Council.

### PROJECT DESCRIPTION:

**Acreage:** +/- 30.11

**PIN(s):** 0722358117 & 0722344615

**Current Zoning:** Planned Unit Development-Conditional Zoning (PUD-CZ #15CZ32)

**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 Corporate Limits

### Applicable Officially Adopted Plans:

The Board must state whether the project is consistent or inconsistent with the following officially adopted plans, if applicable. Applicable plans have a check mark next to them.

☒ 2045 Land Use Map  
☒ Consistent ☐ Inconsistent Reason: \_\_\_\_\_

☒ Apex Transportation Plan  
☒ Consistent ☐ Inconsistent Reason: \_\_\_\_\_

☐ Parks, Recreation, Open Space, and Greenways Plan  
☐ Consistent ☐ Inconsistent Reason: \_\_\_\_\_

# PLANNING BOARD REPORT TO TOWN COUNCIL

## Rezoning Case: 23CZ11 Smith Farm Phase 5 PUD Amendment

Planning Board Meeting Date: June 12, 2023



### Legislative Considerations:

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

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

☒ Consistent ☐ Inconsistent Reason: \_\_\_\_\_

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

☒ Consistent ☐ Inconsistent Reason: \_\_\_\_\_

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

☒ Consistent ☐ Inconsistent Reason: \_\_\_\_\_

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

☒ Consistent ☐ Inconsistent Reason: \_\_\_\_\_

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

☒ Consistent ☐ Inconsistent Reason: \_\_\_\_\_



PLANNING BOARD REPORT TO TOWN COUNCIL  
Rezoning Case: 23CZ11 Smith Farm Phase 5 PUD Amendment

Planning Board Meeting Date: June 12, 2023



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

☒ Consistent ☐ Inconsistent Reason: \_\_\_\_\_

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

☒ Consistent ☐ Inconsistent Reason: \_\_\_\_\_

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

☒ Consistent ☐ Inconsistent Reason: \_\_\_\_\_

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

☒ Consistent ☐ Inconsistent Reason: \_\_\_\_\_

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

☒ Consistent ☐ Inconsistent Reason: \_\_\_\_\_

PLANNING BOARD REPORT TO TOWN COUNCIL  
Rezoning Case: 23CZ11 Smith Farm Phase 5 PUD Amendment

Planning Board Meeting Date: June 12, 2023



**Planning Board Recommendation:**

Motion: To recommend approval as presented.

Introduced by Planning Board member: Akers

Seconded by Planning Board member: Byrd

- ☐ *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:

- ☐ *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 12th day of June 2023.

Attest:

Reginald Skinner, Planning Board Chair

Amanda Bunce

Digitally signed by Amanda  
Bunce  
Date: 2023.06.12 18:30:08  
-04'00'

Amanda Bunce, Current Planning Manager

# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: NEW BUSINESS

Meeting Date: June 27, 2023

## Item Details

Presenter(s): Demetria John, Assistant Town Manager, Community and Safety Portfolio

Department(s): Town Manager's Office

### Requested Motion

Receive as information an update on the Town's Affordable Housing Incentive Zoning Policy and consider adopting the Affordable Housing Incentive Zoning Policy Procedures Manual.

### Approval Recommended?

Yes

### Item Details

The Affordable Housing Incentive Zoning Policy Procedures Manual (Procedures Manual) details the Town's minimum recommendations and applicability standards for the affordable housing units or lots generated through this Policy. The criteria in this Procedures Manual must be interpreted in conjunction with the Town's Unified Development Ordinance (UDO).

The Affordable Housing Incentive Zoning Policy Administration Manual (Administration Manual) details specific procedures for the on-going administration of housing units or lots generated as a result of this Policy.

The primary goals achieved by this policy include:

1. Providing a clear process and understanding of the Town's minimum recommendations and applicability standards for Town staff and prospective applicants;
2. Adding affordable housing units or lots to the Town's affordable housing portfolio;
3. Developing affordable housing units that address the Town's highest priority needs;
4. Creating mixed-income communities, with affordable housing units integrated within residential and mixed-use market-rate developments; and,
5. Offsetting potential market-rate development revenue loss for developing affordable housing units or lots using the various available incentives.

This procedure manual outlines how housing developers apply for zoning-based incentives in exchange for voluntarily providing either affordable rental units, ownership units, or improved lots. This policy document is the culmination of over 18 months of discussions with the development community, staff research into best practices, and thoughtful deliberations and discussions among Housing Advisory Board (HAB) members. All of the Housing Advisory Board Meetings are livestreamed and can be replayed on the Town's Youtube Channel located here: <https://www.youtube.com/@TownofApexGov/streams>

The Affordable Housing Incentive Zoning Policy aims to provide zoning incentives to spur the construction of long-term affordable housing in Apex. The voluntary incentives are negotiated between the developer and staff when seeking entitlements during the rezoning process. The policy outlines a menu of zoning incentives available to the developer, allowing the developer to tailor the incentives based on the specific needs of their project and the unique characteristics of the development site. This flexible approach is intended to maximize developers' utilization of these incentives and accelerate the construction of long-term affordable housing.

The Planning Board and the Housing Advisory Board have both approved the policy and recommend adoption by the Town Council.

#### Attachments

- NB1-A1: Community Planning Insights (Consultant) Policy Overview Memo
- NB1-A2: Affordable Housing Incentive Zoning Policy Procedures Manual FINAL DRAFT
- NB1-A3: PowerPoint Presentation Overview\*

\*This PowerPoint Presentation is only provided as a supplemental attachment for additional reference and is not expected to be presented at the Council Meeting on June 27, 2023.\*





## MEMORANDUM

June 21, 2023

To: Ms. Demetria John  
Assistant Town Manager  
Town of Apex, NC

From: Mr. Aaron K. Sorrell, AICP

Subject: Affordable Housing Incentive Zoning Policy

Attached for Town Council consideration is the Affordable Housing Incentive Zoning Policy Procedures Manual. The procedures manual outlines how housing developers apply for zoning-based incentives in exchange for voluntarily providing either affordable rental units, ownership units, or improved lots. This policy document is the culmination of over 18 months of discussions with the development community, staff research into best practices, and thoughtful deliberations and discussions among Housing Advisory Board (HAB) members. The Planning Board and the HAB have approved the policy and recommend adoption by the Town Council.

The Affordable Housing Incentive Zoning Policy aims to provide zoning incentives to spur the construction of long-term affordable housing in Apex. The voluntary incentives are negotiated between the developer and staff when seeking entitlements during the rezoning process. The policy outlines a menu of zoning incentives available to the developer, allowing the developer to tailor the incentives based on the specific needs of their project and the unique characteristics of the development site. This flexible approach is intended to maximize developers' utilization of these incentives and accelerate the construction of long-term affordable housing.

### [Affordable Housing Requirements](#)

Developing an affordable housing incentive policy was a recommendation in the Affordable Housing Plan (AHP) adopted on February 1, 2021. This policy is designed to create housing targeted to the needs outlined in the AHP, therefore, the developers must meet minimum production thresholds, maximum household income limits, and maximum sales price or rent limits.

The policy sets forth the following development thresholds:



<b>Minimum Development Unit Size Threshold</b>	<b>Minimum Affordable Housing Rental/Ownership On-Site Unit/Lot Percentage (%)</b>	<b>Maximum Affordable AMI Percentage (%)</b>	<b>Minimum Affordability Term</b>
20+ Units/Lots	5%	Ownership - up to 135% AMI	Ownership – 20 Years
		Rental – up to 100% AMI	Rental – Negotiable based on income targeting

The zoning incentives are only available to projects developing 20 or more housing units. A minimum of 5% of the units or lots must be affordable at a negotiated household income target based on Area Median Income (AMI). The minimum period of affordability is 20 years for ownership developments. The minimum affordability period for rental projects will be negotiated with the developer based on the proposed income targeting.

As stated previously, the policy's goal is to incentivize the creation of affordable housing that meets the needs of Apex, which includes elements of our workforce, including first responders, teachers, and service workers. The maximum housing income percentages were established based on several considerations, including the needs outlined in the AHP and public employers' current salary ranges, including the Town of Apex and Wake County Schools. The maximum household income for rental units of 100% AMI and 135% AMI for ownership units will help develop housing that meets the needs of Apex workers who wish to reside in the community.

### Development Process

Developers who wish to utilize the zoning incentives outlined in the policy will work closely with Apex staff during the entitlement process from concept to approval by the Planning Board and Town Council. The developer will initially meet with staff to review the development project and discuss the various zoning incentives available and the long-term compliance requirements. After this meeting(s), the developer will decide whether these incentives and the creation of affordable housing fit the project.

If the developer decides to move forward with creating affordable housing units, they will submit a formal application describing the project in detail, the zoning incentives they wish to utilize, and the proposed income target (maximum household AMI). Planning and Housing staff will work closely with the applicant to balance affordable housing creation and the appropriate zoning incentives for the project. A zoning incentive recommendation will be made to the Planning Board and Town Council (when applicable) as part of the rezoning or development approval process.

Once the project is approved, Apex staff and the developer will record the various instruments necessary to secure the negotiated long-term affordability limits. These instruments may include restrictive covenants, easements, or other mechanisms appropriate to the project based on factors such as financing restrictions or other governmental entities involved.

#### Periodic Review and Updates

The Affordable Housing Incentive Zoning Policy Procedures Manual is a living policy document. The incentives, income limits, and other policy thresholds will be reviewed periodically to ensure the goal of providing long-term affordable housing in Apex is realized. The stakeholders who drafted this policy, including Apex staff, HAB members, Planning Board, and our housing development partners, will be instrumental in periodically reviewing and updating the policy to maximize its effectiveness.



**June 16, 2023**

# Affordable Housing Incentive Zoning Policy Procedures Manual

Town Council Adopted  
\_\_\_\_\_, 2023

Town of Apex  
Community Development & Neighborhood  
Connections Department  
Planning Department  
73 Hunter Street  
Apex, NC 27502  
919.249.3426 (Phone)

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## **Section 1. Overview**

### **1.1 Introduction**

Incentive zoning policies are intended to encourage applicants to provide a public service, such as affordable housing units or lots, in exchange for zoning-based, non-financial, and financial incentives. By adopting the Affordable Housing Plan (Plan), Town Council provided direction to establish an Affordable Housing Incentive Zoning Policy (Policy) that sets forth clear minimum recommendation criteria, applicability standards, and a menu of incentive options in exchange for developing residential affordable housing units or lots. The potential incentives outlined in this policy are intended to encourage the development and support of workforce housing in Apex. These incentives may be used alone, or in conjunction with other local, state and federal programs that assist in the creation of affordable housing.

The Affordable Housing Incentive Zoning Policy Procedures Manual (Procedures Manual) details the Town's minimum recommendations and applicability standards for the affordable housing units or lots generated through this Policy. The criteria in this Procedures Manual must be interpreted in conjunction with the Town's Unified Development Ordinance (UDO). The Affordable Housing Incentive Zoning Policy Administration Manual (Administration Manual) details specific procedures for the on-going administration of housing units or lots generated as a result of this Policy.

### **1.2 Goals**

The goals of this Policy include:

- (a) Providing a clear process and understanding of the Town's minimum recommendations and applicability standards for Town staff and prospective applicants;
- (b) Adding affordable housing units or lots to the Town's affordable housing portfolio;
- (c) Developing affordable housing units that address the Town's highest priority needs;
- (d) Creating mixed-income communities, with affordable housing units integrated within residential and mixed-use market-rate developments; and
- (e) Offsetting potential market-rate development revenue loss for developing affordable housing units or lots using the various available incentives.

### **1.3 Applicability**

This Policy is applicable within zoning districts that allow residential and mixed-use development per Sec. 4.2.2 of the UDO. Applicants whose development meets the minimum Policy recommendations or submits an alternative proposal may apply for incentives through the Conditional Zoning and Planned Unit Development-Conditional Zoning (PUD-CZ) approval process in exchange for providing affordable housing within a development. All incentives are subject to Town Council approval through the Conditional Zoning process.



**Table 1 – Minimum Policy Recommendation Applicability Standards**

<b>Minimum Development Unit Size Threshold</b>	<b>Minimum Affordable Housing Rental/Ownership On-Site Unit/Lot Percentage (%)</b>	<b>Maximum Affordable AMI Percentage (%)</b>	<b>Minimum Affordability Term</b>
20+ Units/Lots	5%	Ownership - up to 135% AMI	Ownership – 20 Years
		Rental – up to 100% AMI	Rental – Negotiable based on income targeting

#### **1.4 Alternatives**

Proposals that differ from the minimum Policy recommendations will be considered alternative proposals. The applicant should specify if the alternatives are less than, equivalent to, or greater than the minimum Policy recommendations in the Affordable Housing Proposal (AHP). An applicant is not precluded from requesting one or more zoning-based, non-financial, or financial incentives if proposing an alternative proposal (i.e. different on-site residential affordable housing unit or lot percentage, different Area Median Income (AMI) percentage, different affordability term, etc.), that differs from the Town’s minimum Policy recommendation. The Town Council may approve, conditionally approve, or deny any proposal including an alternative proposal. The Town may retain the services of a consultant or outside legal counsel to review the reasonableness of the submitted proposal.

#### **1.5 Organization**

Section 2 describes the application process to work with Town staff to prepare an affordable housing zoning condition as part of a Conditional Zoning application. Section 3 includes the minimum Policy recommendations associated with the affordable housing proposals. Section 4 describes the menu of zoning-based, non-financial, and financial incentives available to applicants in exchange for providing affordable housing units or lots as a public service. Detailed definitions and procedures for calculating affordable housing ownership costs, initial sales prices and AHP rental and ownership templates are provided in Appendix A, B, C and D respectively.

#### **1.6 Authority**

The Town Manager or designee is authorized to sign all documents on behalf of the Town that implement this Policy.

## **Section 2. Process**

This Policy provides a menu of zoning-based, non-financial, and financial incentive options available for applicants to request in exchange for providing affordable housing units or lots on-site within a development through the Conditional Zoning and PUD-CZ approval process. A summary of the review process and schedules for Conditional Zoning and PUD-CZ applications can be found at <http://www.apexnc.org/215/Applications-Schedules>.

### **2.1 Step 1: Pre-application Meeting**

This is the first step of the Conditional Zoning and PUD-CZ process. The applicant will have an opportunity to meet with the Town's Technical Review Committee (TRC) and Housing staff to discuss and receive feedback regarding all aspects of the proposed development and the affordable housing incentive options. The intent of the meeting is for the applicant to inquire about the various incentives potentially available in exchange for voluntarily providing affordable housing units or developable lots.

### **2.2 Step 2: Town Staff Meetings**

The applicant will meet with Town staff to go over the Policy incentives and applicability standards in more detail. Staff assigned to each project will assist the applicant on how the incentives and applicability standards might be applied to the proposed development. This step will provide the applicant with the information needed for drafting and submitting the AHP concurrently with the Conditional Zoning application for Town staff to review and comment.

### **2.3 Step 3: Affordable Housing Proposal Submittal**

The applicant will submit an AHP concurrently with the Conditional Zoning application. Appendix C and Appendix D provide a template of the AHP. The AHP will detail the incentives requested, number of affordable units, AMI percentage(s), tenure, affordability period, and describe how the applicant proposes to address the affordable housing component of the proposed development.

In addition, the AHP shall address the following affordable housing unit design and location recommendations:

1. Affordable housing units should be comparable to market-rate units in terms of unit type, consistency in building materials, overall quality of construction, and consistent with current building code standards for new housing construction.
2. Affordable housing lot sizes, number of bedrooms and number of garages may be less than the market-rate housing units.
3. Affordable housing units should be dispersed through the development as evenly as possible based on project location, project size, proximity to transit, number of buildings and number of phases.

Town staff will review the AHP and work with the applicant until the AHP is finalized.

#### 2.4 *Step 4: Affordable Housing Zoning Condition*

Once the AHP is finalized, the applicant and staff will draft the recommended affordable housing zoning conditions for consideration by the Planning Board and Town Council.

#### 2.5 *Step 5: Affordable Housing Restrictive Covenants or Similar Instruments*

Once the Conditional Zoning application and zoning conditions are approved by Town Council, the applicant and staff will work with the Town's Legal Department to execute and record a restrictive covenant (i.e., affordable housing agreement) or similar instrument to memorialize the affordable housing terms and conditions of the approved zoning condition against the property and/or individual lots designated for the affordable housing units. A restrictive covenant or similar instrument will be drafted in partnership with the applicant recognizing the development may have other restrictions from first position lenders or other priority liens which could impact the type of instrument used to ensure the affordability period.

For rental developments, the restrictive covenant shall be recorded against the property prior to issuing the first Certificate of Occupancy. For ownership developments, the restrictive covenant shall be recorded against the individual affordable housing lots prior to issuing a building permit for such lots. The individual lots designated as affordable housing ownership units shall also be identified on the Master Subdivision Final Plat. The Town may retain the services of a consultant or outside legal counsel to review the restrictive covenant or instrument prior to recordation.

### Section 3. Income Categories, Housing Tenure, AMI Percentages and Calculations

#### 3.1 Affordable Housing On-Site Percentage, Income Category and AMI Percentage

The minimum recommended affordability term is twenty (20) years for affordable ownership units or lots. Rental housing terms and conditions will be negotiated on a project-by-project basis. Rental developments that target lower AMI percentages may have shorter terms that recognize the revenue loss due to the lower rents.

When an applicant proposes affordable housing units or lots within a development, the minimum recommended on-site percentage, income category, and maximum AMI percentages are shown in Table 2 for rental and ownership tenure types. The same standards are applicable for developments with mixed rental and ownership units.

**Table 2 – Minimum Policy Recommendation Applicability Standards**

Housing Tenure Type	Minimum Development Unit/Lot Size Threshold	Minimum Affordable On-Site Unit/Lot Percentage (%) <sup>1</sup>	Maximum Affordable AMI Percentage (%) <sup>2,3</sup>	Minimum Affordability Term
Ownership	20	5	135	Ownership – 20 Years
Rental			100	Rental – negotiable based on income targeting

<sup>1</sup> An affordable housing on-site unit percentage analysis was performed utilizing the following data: (1) Town rezoning applications from 2018 to 2021, (2) regional jurisdictions Affordable Housing, Density Bonus and Inclusionary Housing Ordinances within and outside of Wake County. As a result, the empirical data showed that a minimum Policy recommendation of five percent (5%) on-site for affordable housing units or lots was supported for recommendation.

<sup>2</sup> Based on U.S. Department of Housing and Urban Development (HUD) Raleigh, NC Metropolitan Statistical Area (MSA) Area Median Income (AMI) published income limits and North Carolina Housing Finance Agency (NCHFA) Low-Income Housing Tax Credit (LIHTC) Multifamily Tax Subsidy Program (MTSP) published income limits for the Wake County Metropolitan area.

<sup>3</sup> The Town is considered a high-cost area, as the Town's market-rate rents and median home sales prices are higher than most jurisdictions within Wake County. An affordable housing rental and ownership AMI analysis was performed utilizing the following: (1) regional jurisdictions Affordable Housing, Density Bonus and Inclusionary Housing Ordinances within and outside of Wake County, (2) HUD industry standards, (3) non-profit affordable housing providers, (4) market-rate-income analysis, (5) market-rate rent analysis and (6) market-rate ownership analysis. As a result, the empirical data showed that up to one hundred percent (100%) AMI for affordable housing rental units and up to one-hundred percent (135%) AMI for affordable housing ownership units was supported for recommendation.

### 3.2 Affordable Housing Calculations

Instructions and examples for calculating the maximum monthly affordable housing ownership costs and maximum initial sales prices are provided in Appendix B.

When computations for the number of on-site residential affordable housing units or lots result in a fraction, the applicability shall be as shown in Table 3.

**Table 3 – Affordable Housing Unit Fraction Applicability**

<b>Fraction</b>	<b>Applicability</b>
0.00 – 0.49	No Additional Affordable Housing Unit or Lot
0.50 – 0.99	Round Up & Provide Additional Affordable Housing Unit or Lot

To receive credit toward the minimum Policy recommendation of five percent (5%) on-site affordable housing ownership units within a development, the affordable housing ownership initial sales price (including unit and lot price) must be at least ten percent (10%) below the market-rate initial sales price/appraised value for the specific affordable housing ownership units based on bedroom size and affordable AMI percentage category. The residential market-rate units and the affordable housing ownership units should have similar floor plans.

Table 4 shows examples of different scenarios of when an applicant will or will not receive credit toward the minimum Policy recommendation. This threshold does not apply when an applicant is proposing to partner, sell, donate or transfer the lots to another entity or program (i.e. an affordable housing developer) who will in turn construct the residential affordable housing ownership units at an affordable initial sales price.

**Table 4 – Affordable Housing Ownership Unit Credit**

<b>Bedroom Size</b>	<b>Maximum Affordable AMI Percentages (%'s)</b>	<b>Market-Rate Initial Sales Price (Unit &amp; Lot)</b>	<b>Affordable Housing Initial Sales Price (Unit &amp; Lot)</b>	<b>Affordable Housing Initial Sales Price Percentage (%) Below Market-Rate Initial Sales Price (Min. 10%)</b>	<b>Affordable Housing Unit Credit</b>
3	100	\$325,000	\$308,750 Similar Floor Plan	5	No



<b>Bedroom Size</b>	<b>Maximum Affordable AMI Percentages (%'s)</b>	<b>Market-Rate Initial Sales Price (Unit &amp; Lot)</b>	<b>Affordable Housing Initial Sales Price (Unit &amp; Lot)</b>	<b>Affordable Housing Initial Sales Price Percentage (%) Below Market-Rate Initial Sales Price (Min. 10%)</b>	<b>Affordable Housing Unit Credit</b>
3	135	\$350,000	\$308,000 Similar Floor Plan	12	Yes

### 3.3 *Other Programs for Affordable Housing*

#### 3.3.1 *Ownership*

An applicant may include affordable housing ownership units on-site through other state, federal or local affordable housing programs or construction partnerships (). When affordable housing ownership units are proposed to be included through other state, federal, or local affordable housing programs or construction partnerships; the Town will work with all entities involved on the specific regulatory requirements of those programs or partnerships.

If an applicant is proposing to satisfy the minimum Policy recommendation of five percent (5%) on-site affordable housing ownership units through other affordable housing programs or construction partnerships, formal written agreements (i.e., MOU, development agreement, etc.) shall be in place between the entities involved. The specifics of the proposal shall be included in the applicant's AHP.

#### 3.3.2 *Rental Housing*

An applicant may include affordable rental housing through other state, federal or local affordable housing programs (i.e., Section 8 Housing Choice Voucher Program, Low-Income Housing Tax Credit (LIHTC) Program, etc.) or other construction partnerships. When affordable rental units are proposed to be included through other affordable housing programs or partnerships, the Town will work with all entities involved on the specific regulatory requirements of those programs or partnerships. If an applicant is proposing to satisfy the minimum Policy recommendation of five percent (5%) on-site for the affordable rental units through other affordable housing programs or partnerships, formal written agreements (i.e., MOU, development agreement, etc.) shall be in place between the entities involved. The specifics of the proposal shall be included in the applicant's AHP as part of the Conditional Zoning application process.

### 3.4 *Restrictive Covenants*

Affordable housing ownership units or lots and rental housing units will be subject to a recorded restrictive covenant (i.e. affordable housing agreement), as stated in Section 2.5, that will be executed between the Town and applicant.

Affordable housing ownership units may be subject to an additional recorded restrictive covenant

(i.e. resale deed restriction agreement, shared appreciation agreement, etc.) recorded against the property between one of the following: (1) the applicant and Town, (2) the applicant and individual purchasers, (3) third party entity and individual purchasers, or (4) Town and individual purchasers that is above and beyond what is stated in Section 2.5 that restricts the affordable initial sales price and resale price during the period of affordability at the agreed upon maximum AMI percentage.

In situations where the mortgage or other program regulations prohibit a recorded restrictive covenant (i.e. resale deed restriction agreement, shared appreciation agreement, etc.) to be recorded against the property other instruments that preserve the affordability will be utilized.

Recorded restrictive covenants shall run with the land and will remain in effect for subsequent buyers and owners. Final affordability terms and conditions will be included in the following: (1) zoning condition as approved by Town Council, and (2) memorialized in a recorded restrictive covenant against the property or lots.

## Section 4. Town Incentives

An applicant may request one or more of the zoning-based, non-financial, and financial incentives listed in this section through the Conditional Zoning (CZ) or Planned Unit Development-Conditional Zoning (PUD-CZ) application. An applicant is not precluded from requesting one or more of the incentives if proposing an alternative proposal that differs from the Town's minimum Policy recommendations. All zoning-based, non-financial, and financial incentives requested by the applicant are not automatically approved and are subject to Town Council consideration and approval.

### 4.1 *Zoning-Based Incentives*

The zoning-based incentives that an applicant may request include:

#### 4.1.1 *Higher Density Zoning District*

An applicant may apply for a zoning district that allows more housing types and density than otherwise indicated on the 2045 Land Use Map to increase overall project density to support the provision of affordable housing.

#### 4.1.2 *Density Bonus*

A density bonus encourages the production of affordable housing by allowing applicants to build more units or lots within the development than would otherwise be allowed by the proposed zoning district. If rezoning to the High-Density Multi-Family Residential-Conditional Zoning (HDMF-CZ), an applicant may propose a zoning condition that increases the allowed density above the 14 dwelling units per acre that the HDMF zoning district permits. An increase to at least 16 dwelling units per acre would be supported by this incentive.

#### 4.1.3 *Development Standards*

Adjustments to the development standards listed below may be requested in order to support the development of affordable housing. In all cases, the type and amount of incentives proposed will be reviewed in conjunction with the 2045 Land Use Plan (as amended from time to time by the Town Council), including the Land Use Map and Context Areas Map, and the character of the surrounding area. The incentives listed below in (a), (b) and (c) are applicable in any CZ district, without the need to rezone to a PUD-CZ district.

- a. Increased maximum building height
- b. Reduced minimum building setbacks
- c. Reduced minimum lot widths

#### 4.1.4 *Resource Conservation Area (RCA) Reduction*

The maximum reduction in Resource Conservation Area (RCA) that may be requested is 10%. The amount of reduction that may be supported by staff will depend upon the percentage of units or lots provided as affordable housing and the amount of RCA required for the property. This incentive is applicable in any CZ district, without the need to rezone to a PUD-CZ district.

#### *4.1.5 Parking Reductions*

A reduction in the required amount of parking may be requested for developments that are pedestrian-oriented mixed-use and/or within .25-mile of an existing or planned bus stop. This incentive is applicable in any CZ district, without the need to rezone to a PUD-CZ district.

#### *4.1.6 Sidewalk Reductions*

For PUD-CZ applications located in the Rural Context Area as depicted on the 2045 Land Use Plan Context Areas Map, the Town may choose to waive the requirement in Section 2.3.4.F.1.a.iv of the UDO requiring construction of sidewalks on both sides of residential streets. In these cases, sidewalks must be provided on at least one side of all residential streets. Section 7.5.4.C of the UDO, requiring pedestrian facilities on both sides of all collector streets and thoroughfares, would not be waived.

### **4.2 Non-Financial Incentives**

Below is a list of non-financial incentives that an applicant may request through this Policy.

#### *4.2.1 Expedited Processing*

The Town, wherever possible, would consider expediting the processing of site plan and master subdivision plan applications where at least 10% of the residential units or lots are set aside for affordable housing.

### **4.3 Financial Incentives**

Below is a list of financial incentives that an applicant may request through this Policy.

#### *4.3.1 Loan, Grants and Reimbursements*

The Town may choose to provide financial assistance in the form of a grant for reimbursement of certain development fees to help offset some of the total development costs for providing residential affordable housing units or lots within a development. Funds shall be structured in a manner that directly reduces the housing cost for the end user in the form of a lower purchase price or monthly rental cost. The Town may also choose to provide financial assistance in the form of a loan or grant within a development to assist with the creation of residential affordable housing units or lots. This incentive is subject to Town funding availability, and will be evaluated on a case-by-case basis.

This incentive is also subject to the requirements set forth by the North Carolina General Statutes as listed below.

#### North Carolina General Statute § 157-3

1. If the Town chooses to provide financial assistance, at least twenty-percent (20%) of the total housing units within the development (ownership or rental) must be set-aside as affordable housing units for the exclusive use of persons of low-income earning no more than sixty-percent (60%) of AMI.
2. Financial assistance provided by the Town must be shown to flow directly to reducing the housing costs for low-income and moderate-income persons, and not diverted for other uses. For example, if \$10,000 of financial assistance is provided by the Town, then the entire amount

must directly offset the housing costs of low-income and moderate-income persons and not to any market-rate units that might accompany the income-restricted units.

North Carolina General Statute § 157-9.4. Multi-family Rental Housing Projects

- a. If the Town owns, operates, or provides financial assistance to a multi-family rental housing project, at least twenty percent (20%) of the total housing units in the development shall be set aside for the exclusive use of persons of low-income earning no more than sixty percent (60%) of AMI. A single developer may group projects being developed concurrently in order to meet the requirement of this subsection.
- b. If an authority provides financial assistance to a multi-family rental housing project, the authority shall establish, as a condition of the assistance, requirements and procedures that insure that all units initially set aside for the exclusive use of persons of low-income earning no more than sixty percent (60%) of AMI continue to be so used for at least fifteen (15) years after the initial date on which at least fifty percent (50%) of the units in the project are occupied.
- c. Financial assistance provided by the Town must be shown to flow directly to reducing the housing costs for low-income and moderate-income persons, and not diverted for other uses. For example, if \$10,000 of financial assistance is provided by the Town, then the entire amount must directly offset the housing costs of low-income and moderate-income persons and not to any market-rate units that might accompany the income-restricted units.



## Appendix A – Procedures Manual Definitions

**Affordable Housing** means housing on which the occupant is paying no more than thirty percent (30%) of gross monthly household income for housing costs, including utilities.

**Affordable Housing Ownership Housing Costs** means a reasonable down payment and monthly housing costs expected during the first calendar year of occupancy, including utilities or utility allowances, mortgage loan principal and interest, mortgage insurance, property taxes, homeowner's insurance, homeowner's association dues, if any, and all other property assessments, dues and fees assessed as a condition of property ownership, which does not exceed thirty percent (30%) of gross monthly household income based on a family size that is equal to the actual number of bedrooms as the affordable housing low-income ownership unit.

**Affordable Housing Rental Housing Costs** – means a monthly rent, including utilities in the form of a utility allowance which does not exceed thirty percent (30%) of gross monthly housing income adjusted for family size. Rents shall not exceed the at maximum rent limits per bedroom size of the Raleigh, NC Area Median Income (“AMI”) as most recently published by HUD and 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 County Metropolitan Area.

**Affordable Housing Incentive Zoning Policy** means a set of minimum Town recommendations, applicability standards and incentive options for applicants to consider in exchange for providing residential affordable housing units or lots within a development as part of the Conditional Zoning and Planned Unit Development-Conditional Zoning (PUD-CZ) approval process.

**Affordable Housing Incentive Zoning Policy Administration Manual** means a manual which details policies and procedures for the on-going administration of residential affordable housing units or lots generated through the Affordable Housing Incentive Zoning Policy.

**Affordable Housing Proposal (AHP)** means a document submitted by an applicant as part of the Conditional Zoning application for the development which stipulates the affordable housing criteria as specified in the Affordable Housing Incentive Zoning Policy Procedures Manual for the residential affordable housing units or lots in order to assure compliance with the Affordable Housing Incentive Zoning Policy.

**Affordable Housing Incentive Zoning Policy Procedures Manual** means a manual which details applicability standards and procedures for residential affordable housing units or lots generated through the Affordable Housing Incentive Zoning Policy.

**Affordable Housing Unit** means a residential dwelling unit or lot that meets the definition of an affordable housing unit or lot as detailed in the Affordable Housing Incentive Zoning Policy Procedures Manual and Affordable Housing Incentive Zoning Policy Administration Manual through the Affordable Housing Incentive Zoning Policy.

**Area Median Income** means the annual median family income for the Raleigh, NC Metropolitan Statistical Area (MSA), adjusted for family size, as most recently published and defined by the U.S. Department of Housing and Urban Development (HUD).

**For-Sale Residential Development** means any residential development or portion of a residential development that involves the creation of one or more additional dwelling units or lots that may be lawfully sold individually.

**HUD** means the U.S. Department of Housing and Urban Development.

**Period of Affordability** means the time specified in the recorded restrictive covenant for which the required number or percentage of residential affordable housing units or lots must be preserved.

**Persons of Low-Income** as defined in North Carolina General Statute § 157-3 (15a) means persons in households the annual income of which, adjusted for family size, is not more than sixty percent (60%) of the local area median family income as defined by the most recent figures published by the U.S. Department of Housing and Urban Development.

**Persons of Moderate Income** as defined in North Carolina General Statute § 157-3 (15b) means persons deemed by the authority to require the assistance made available pursuant to this Chapter on account of insufficient personal or family income taking into consideration, without limitation, (i) the amount of the total income of such persons and families available for housing needs, (ii) the size of the person's family, (iii) the cost and condition of housing facilities available, and (iv) the eligibility of such persons and families for federal housing assistance of any type predicated upon a moderate or low and moderate income basis.

**Planned Unit Development-Conditional Zoning** means the zoning district established in Sec. 3.3.3.C of the UDO. This district allows for variations in development standards in order to provide a type of development that is not possible through strict application of the Ordinance.

**Maximum Allowable Affordable Housing Ownership Sales Price** means the highest dollar amount at which a residential affordable housing ownership unit may be sold.

**Maximum Allowable Affordable Housing Rent Limit** means the highest dollar amount at which a residential affordable housing rental unit may be rented including utilities or utility allowances.

**Mixed-Use Residential Development** means any development that contains both residential and non-residential uses.

**Rental Residential Development** means any residential development or portion of a residential development that creates one or more dwelling units that cannot lawfully be sold individually.

**Restrictive Covenant** means a legal document imposing a restriction on the use of land so that the affordability terms and conditions are memorialized for the residential affordable housing units or lots.

**Utility Allowance** means maintenance and utilities costs as most recently published by the U.S. Department of Veterans Affairs (VA) for affordable ownership housing and utility allowance schedule as most recently published by either the Housing Authority of the County of Wake or the Raleigh Housing Authority, NC for affordable rental housing.

**VA** means the U.S. Department of Veterans Affairs.

## Appendix B – Affordable Housing Ownership Costs and Initial Sales Price Assumptions and Examples

### Step 1:

#### Maximum Affordable Housing Ownership Housing Costs

The first step is to determine the maximum affordable housing ownership housing costs by AMI percentage income category (e.g., 80% AMI, 100% AMI, or 135% AMI). The maximum affordable housing ownership housing costs determines how much a household can spend toward their total ownership housing expenses (i.e. principal and interest loan payment, property taxes, homeowner's insurance, mortgage insurance, utilities, HOA and property assessments). The following steps below outline how the maximum affordable housing ownership housing costs are calculated.

#### Target AMI Reduction Factor

An AMI reduction factor of 10 percentage points is included in determining the maximum affordable ownership costs. This reduction serves to help ensure monthly affordability for the buyer, and increase the pool of potential buyers.

For example, if the applicant has pledged ownership units targeted to households at 100% AMI or below, the AMI Reduction Factor is 90%. If the applicant has pledged ownership units targeted to households at 80% AMI or below, the AMI Reduction Factor is 70%.

#### Maximum Affordable Housing Ownership Housing Costs

The following steps below outline how the maximum affordable housing ownership housing costs are calculated.

1. Obtain the maximum annual affordable housing ownership housing costs by multiplying the following:
  - a. 80% AMI = Thirty percent (30%) times 70 percent (70% AMI Reduction Factor) times the annual median-income limit (100% AMI category) based on a household size that is equal to the actual number of bedrooms.
  - b. 100% AMI = Thirty percent (30%) times ninety percent (90% AMI Reduction Factor) times the annual median-income limit (100% AMI category) based on a household size that is equal to the actual number of bedrooms.
  - c. 135% AMI = Thirty percent (30%) times one hundred twenty five percent (125% AMI Reduction Factor) times the annual median-income limit (100% AMI category) based on a household size that is equal to the actual number of bedrooms.

The table on the next page provides an example of how to calculate the maximum affordable housing ownership housing costs for the different affordable housing AMI percentage income categories (i.e. 100%, 135% AMI) based on a four (4) bedroom affordable housing unit.

**Maximum Affordable Housing Ownership Housing Costs**

<b>Affordable AMI Percentages (%)</b>	<b>Unit Bedroom Size</b>	<b>Household Size</b>	<b>Annual Median- Income Limit</b>	<b>Calculation</b>	<b>Maximum Monthly Affordable Housing Costs</b>
80% AMI	4	4	\$113,330	$0.3 \times 0.7 \times \$113,300$ $= \$23,793/\text{yr.}$ divided by 12 = $\$1,982.75/\text{mo.}$	\$1,982.75
100% AMI	4	4	\$113,300	$0.3 \times 0.9 \times \$113,300$ $= \$30,591/\text{yr.}$ divided by 12 = $\$2,549.25/\text{mo.}$	\$2,549.25
135% AMI	4	4	\$113,300	$0.3 \times 1.25 \times$ $\$113,300 =$ $\$42,487.50/\text{yr.}$ divided by 12 = $\$3,540.62/\text{mo.}$	\$3,540.62

**Step 2:****Affordable Housing Initial Sales Price Housing Costs Assumptions**

After the maximum affordable housing ownership housing costs have been calculated per Step 1 above, Step 2 is to plug in the affordable housing initial sales price housing costs assumptions below in order to determine the suggested maximum affordable housing ownership initial sales price. The initial sales price housing costs (i.e. principal and interest loan payment, property taxes, homeowner's insurance, mortgage insurance, utilities, HOA and property assessments), shall not exceed the household's maximum affordable housing ownership housing costs per the applicable income category (e.g., 80% AMI, 100% AMI, 135% AMI) and bedroom size of the affordable housing unit. In order to determine the suggested maximum affordable housing ownership initial sales price, certain housing costs assumptions must be considered. The following affordable housing ownership housing costs are assumed when calculating the maximum affordable housing ownership initial sales prices.

***Affordable Housing Initial Sales Price Housing Costs Assumptions***

<b>Item</b>	<b>Assumption</b>
Down Payment	3.00% of Initial Sales Price
Loan Amount	97.00% Loan-To-Value (LTV) of Initial Sales Price
Loan Term	30 Year Loan Term, Fully Amortized Principal and Interest (P&I)
Interest Rate	Freddie Mac 30 Year Fixed Rate Mortgage, Most Recent Monthly Average
Private Mortgage Insurance (PMI)	0.50% of 1 <sup>st</sup> Mortgage Loan Amount
Property Taxes	1.00% of Initial Sales Price
Homeowners Insurance	0.25% of Initial Sales Price
Utilities or Utility Allowance	VA Maintenance & Utility Standard
Homeowners Association (HOA) Fee	Project Specific (If Applicable)
Other Property Assessments	Project Specific (If Applicable)



**Step 3:****Affordable Housing Initial Sales Prices**

Once Steps 1 and 2 above have been performed, Step 3 will produce the suggested affordable housing initial sales price per income category (e.g., 80%, 100% AMI, 135% AMI) based on the bedroom size of the affordable housing unit. The tables below illustrate examples of an affordable housing initial sales price for a four (4) bedroom 80% AMI, 100% AMI and four (4) bedroom 135% AMI affordable housing ownership unit. It is important to note that these are examples, and each project will be different.

***Example******4 Bedroom Suggested Maximum (80% AMI) Affordable Housing Initial Sales Price***

<b>Maximum Affordable Housing Initial Sales Price</b>	<b>\$276,000.00</b>
<a href="#"><u>NCHFA Homebuyers Assistance</u></a>	\$15,000
<a href="#"><u>Wake County Homebuyers Assistance</u></a>	\$50,000
Buyer Down Payment (3.0%)	\$6,330.00
1 <sup>st</sup> Mtg. Loan Amount (75.0%) Loan-To-Value (LTV)	\$204,670.00
1 <sup>st</sup> Mtg. Interest Rate	6.39%
1 <sup>st</sup> Mtg. Principal & Interest (P&I) Loan Payment	\$1,318.44/mo.
Property Taxes (1.0%)	\$175.83/mo.
HOA Dues (Estimated)	\$100.00/mo.
Other Property Assessments (If Applicable)	\$0.00/mo.
Homeowner's Insurance (0.25%)	\$43.96/mo.
Utilities – VA Standard @ 0.14 cents/sq. ft Based on 1,800 sq. ft. Unit Size	\$252.00/mo.
Private Mortgage Insurance (0.50%)	\$87.92/mo.
<b>Total Housing Cost</b>	<b>\$1,978.14</b>
<b>30% Maximum Housing Costs</b>	<b>\$1,982.75/mo.</b>
<b>Affordable Initial Sales Price Housing Costs</b>	<b>\$1,978.14/mo.</b>

**Note:** The maximum affordable housing initial sales price calculation in the table above is used only for illustration and educational purposes and does not reflect any project-specific data.

**Example**  
**4 Bedroom Maximum (100% AMI) Affordable Housing Initial Sales Price**

<b>Maximum Affordable Housing Initial Sales Price</b>	<b>\$292,000.00</b>
Down Payment (3.0%)	\$8,760.00
1 <sup>st</sup> Mtg. Loan Amount (97.0%) Loan-To-Value (LTV)	\$283,240.00
1 <sup>st</sup> Mtg. Interest Rate	6.39%
1 <sup>st</sup> Mtg. Principal & Interest (P&I) Loan Payment	\$1,769.83/mo.
Property Taxes (1.0%)	\$243.33/mo.
HOA Dues (Estimated)	\$100.00/mo.
Other Property Assessments (If Applicable)	\$0.00/mo.
Homeowner's Insurance (0.25%)	\$60.83/mo.
Utilities – VA Standard @ 0.14 cents/sq. ft Based on 1,800 sq. ft. Unit Size	\$252.00/mo.
Private Mortgage Insurance (0.50%)	\$121.67/mo.
<b>Total Housing Cost</b>	<b>\$2,547.66</b>
<b>30% Maximum Housing Costs</b>	<b>\$2,549.25/mo.</b>
<b>Affordable Initial Sales Price Housing Costs</b>	<b>\$2,547.66/mo.</b>

**Note:** The maximum affordable housing initial sales price calculation in the table above is used only for illustration and educational purposes and does not reflect any project-specific data.

**Example**  
**4 Bedroom Maximum Median-Income (135% AMI) Affordable Housing Initial Sales Price**

<b>Maximum Affordable Housing Initial Sales Price</b>	<b>\$420,000.00</b>
Down Payment (3.0%)	\$12,600.00
1 <sup>st</sup> Mtg. Loan Amount (97.0%) Loan-To-Value (LTV)	\$407,400.00
1 <sup>st</sup> Mtg. Interest Rate	6.39%
1 <sup>st</sup> Mtg. Principal & Interest (P&I) Loan Payment	\$2,545.64/mo.
Property Taxes (1.0%)	\$350.00/mo.
HOA Dues (If Applicable)	\$100.00/mo.
Other Property Assessments (If Applicable)	\$0.00/mo.
Homeowner's Insurance (0.25%)	\$87.50/mo.
Utilities – VA Standard @ 0.14 cents/sq. ft Based on 1,800 sq. ft. Unit Size	\$252.00/mo.
Private Mortgage Insurance (0.50%)	\$175.00/mo.
<b>Total Housing Cost</b>	<b>\$3,510.14/mo.</b>
<b>30% Maximum Housing Costs</b>	<b>\$3,540.62/mo.</b>
<b>Affordable Initial Sales Price Housing Costs</b>	<b>\$3,510.62/mo.</b>

**Note:** The maximum affordable housing initial sales price calculation in the table above is used only for illustration and educational purposes and does not reflect any project-specific data.

## Appendix C – Affordable Rental Housing Cost Calculation Example

The following steps below outline how the maximum affordable rental housing costs are calculated.

### **Step 1:**

#### **Maximum Affordable Rental Housing Costs**

The first step is to determine the maximum affordable rental housing costs by AMI percentage income category (e.g., 60% AMI, 80% AMI or 100% AMI). The maximum affordable rental housing costs determines how much a household can spend toward their total rental housing expenses (rent and utilities).

1. Obtain the maximum annual affordable housing rental housing costs by multiplying the following:
  - a. 60% AMI = Thirty percent (30%) times sixty percent (60%) times the annual median-income limit (100% AMI category) based on household size.
  - b. 80% AMI = Thirty percent (30%) times eighty percent (80%) times the annual median-income limit (100% AMI category) based on household size.
  - c. 100% AMI = Thirty percent (30%) times one hundred percent times the annual median-income limit (100% AMI category) based on household size.

**Maximum Affordable Rental Housing Costs**

AMI	1 person	2-person	3-person	4-person	5-person
60%	\$ 1,191.00	\$ 1,360.50	\$ 1,530.00	\$ 1,699.50	\$ 1,836.00
80%	\$ 1,588.00	\$ 1,814.00	\$ 2,040.00	\$ 2,266.00	\$ 2,448.00
100%	\$ 1,985.00	\$ 2,267.50	\$ 2,550.00	\$ 2,832.50	\$ 3,060.00

### **Step 2:**

#### **Affordable Rental Housing – Maximum Suggested Rent Assumptions**

Rents shall be marketed at maximum rent limits per bedroom size, based on 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 County Metropolitan Area

\*A monthly utility allowance shall be provided consistent with the procedures outlined by the North Carolina Housing Finance Agency.

**Maximum Rent (2022 MTSP - Wake County)**

AMI	Efficiency	1-bedroom	2-Bedroom	3-bedroom	4-bedroom
60%	\$ 1,123.00	\$ 1,203.00	\$ 1,444.00	\$ 1,669.00	\$ 1,863.00
80%	\$ 1,498.00	\$ 1,605.00	\$ 1,926.00	\$ 2,226.00	\$ 2,484.00
100%	\$ 1,872.00	\$ 2,006.00	\$ 2,406.00	\$ 2,782.00	\$ 3,104.00

Note: Maximum rents will be updated annually as approved by the North Carolina Finance Agency

### **Step 3:**

### Determining Final Rent Amount

Rents shall not exceed 30% of monthly gross income adjusted for household size for the agreed upon income category. Rents shall be the lesser of the maximum rent based on bedroom size, or 30% of gross income of the agreed upon income category. In no case shall the rents charged be more than the non-restricted units, based on bedroom size, throughout the development.

Example: 80% AMI Restricted Units – 1-bedroom apartment

Maximum Affordable Rental Costs:

80% AMI	Max. Cost.	Max Rent
1 person	\$1,588.00	\$ 1,588.00
2-person	\$1,814.00	\$ 1,605.00

Example: 80% AMI Restricted Units – 2-bedroom apartment

Maximum Affordable Rental Costs:

80% AMI	Max. Cost.	Max Rent
1 person	\$1,588.00	\$ 1,588.00
2-person	\$1,814.00	\$ 1,814.00
3-person	\$2,040.00	\$ 1,926.00
4-person	\$2,266.00	\$ 1,926.00



## Appendix D – Affordable Rental Housing Proposal Development Template

Submittal Date: \_\_\_\_\_

Submittal No.: \_\_\_\_\_

### **Applicant/Project Information:**

Conditional Zoning Case #:

\_\_\_\_\_

Name of Applicant: \_\_\_\_\_

Applicant Representative Contact Information (Name, Phone and E-mail Address):

\_\_\_\_\_  
\_\_\_\_\_

Name of Development: \_\_\_\_\_

Name of Market-Rate Builder/Developer: \_\_\_\_\_

Name of Affordable Housing Builder/Developer: \_\_\_\_\_

Site Address: \_\_\_\_\_

### **Policy Incentives (See Policy Procedures Manual For Full Incentive Descriptions):**

Please check the Policy incentives being requested for the development from the list below and provide a description of the request.

1. Higher Density Zoning District (Zoning-Based) ☐

Description of Request (i.e. Requesting rezoning from Rural Residential (RR) to Medium Density Residential-

Conditional Zoning (MD-CZ)): \_\_\_\_\_

\_\_\_\_\_

2. Density Bonus High Density Multi-Family Residential-Conditional Zoning (HDMF-CZ)

(Zoning-Based) ☐

Description of Request (i.e. Requesting a minimum of 16 du/ac): \_\_\_\_\_

\_\_\_\_\_

3. Increased Maximum Building Height (Zoning-Based) ☐

Description of Request (i.e. Requesting an additional xx feet): \_\_\_\_\_

\_\_\_\_\_

4. Reduced Minimum Building Setbacks (Zoning-Based) ☐

Description of Request (i.e. Requesting a reduction from xx feet to xx feet): \_\_\_\_\_

\_\_\_\_\_

5. Reduced Minimum Lot Widths (Zoning-Based) ☐

Description of Request (i.e. Requesting a reduction from xx feet to xx feet): \_\_\_\_\_

\_\_\_\_\_

6. Resource Conservation Area (RCA) Reduction (Zoning-Based) ☐

Description of Request (i.e. Requesting a reduction of xx percent): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

7. Parking Reductions (Zoning-Based) ☐

Description of Request (i.e. Requesting reduction of parking standards from xx spaces to xx spaces or xx spaces per unit to xx spaces per unit): \_\_\_\_\_

\_\_\_\_\_

8. \*Sidewalk Reductions (Zoning-Based) ☐

Description of Request (i.e. Requesting to waive UDO requirement to construct sidewalks on both sides of residential streets): \_\_\_\_\_

\_\_\_\_\_

*\*Note: Incentive is only available in Rural Context Area as depicted on the Town of Apex Context Area Map.*

9. \*Expedited Processing of Site Plan and Master Subdivision Plan Applications (Non-Financial) ☐

Description of Request (i.e. Requesting expedited processing of Site Plan or Master Subdivision Plan): \_\_\_\_\_

\_\_\_\_\_

*\*Note: Min. 10% of the residential units or lots to be set aside for affordable housing in order to qualify for this incentive.*

10. \*Loans, Grants and Reimbursements (Financial) ☐

Description of Request (i.e. Requesting a fee reimbursement in the amount of \$xx for the water capital reimbursement fee): \_\_\_\_\_

\_\_\_\_\_

*\*Note: Min. 20% of the residential units or lots to be set aside for affordable housing and not to exceed 60% AMI in order to qualify for this incentive. Subject to North Carolina General Statutes § 157-3 and § 157-9.4*

**Affordable Rental Housing Proposal Summary Information:**

<b>Rental Development</b>		
<b>Policy Item</b>	<b>Minimum Policy Recommendations</b>	<b>Applicant Proposal (If Not Proposing Minimum Policy Recommendations, The Proposal Is Considered An Alternative Proposal)</b>
Min. Affordable Housing Rental On-Site Unit Percentage (%)	5.0%	
Maximum Affordable Rental AMI% and Income Category	100% AMI	
Minimum Affordability Term	Negotiable	
Affordable Housing Rental Unit Administration (i.e. Property Management Functions)	Applicant or Applicant's Property Management Company	

**Alternative Proposals:**

If submitting an alternative proposal that is different than the minimum Policy recommendations (i.e. different on-site unit %, different maximum AMI %, different affordability term, etc.), please submit reason here:

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**Other Policy Unit/Design Recommendations:**

1. Residential affordable housing units should be comparable to market-rate units in terms of unit type, consistency in building materials, overall quality of construction, and consistent with current building code standards for new construction housing.
2. Residential affordable housing lot sizes, number of bedrooms and number of garages may be less than the market-rate housing units.

3. Residential affordable housing units should be dispersed through the development as evenly as possible based on project location, project size, proximity to transit, number of buildings and number of phases.

**Market-Rate Development Information**

Total Number of Market-Rate Rental Units Proposed: \_\_\_\_\_

Total Number of Residential Buildings: \_\_\_\_\_

Market-Rate Rental Unit Types (please check all that apply below):

- ☐ Single-Family Detached
- ☐ Single-Family Attached
- ☐ Townhouse Detached
- ☐ Townhouse Attached
- ☐ Apartments
- ☐ Other, Please Specify \_\_\_\_\_

Market-Rate Rental Unit Bedroom Sizes (please check all that apply below):

- ☐ Studio/SRO/Efficiency
- ☐ 1 Bedroom
- ☐ 2 Bedroom
- ☐ 3 Bedroom
- ☐ 4 Bedroom

Estimated Market-Rate Rental Unit Sizes (please check and insert all that apply below):

- ☐ Studio/SRO/Efficiency = \_\_\_\_\_ (sq./ft.)
- ☐ 1 Bedroom = \_\_\_\_\_ (sq./ft.)
- ☐ 2 Bedroom = \_\_\_\_\_ (sq./ft.)
- ☐ 3 Bedroom = \_\_\_\_\_ (sq./ft.)
- ☐ 4 Bedroom = \_\_\_\_\_ (sq./ft.)

\*Estimated Market-Rate Monthly Rent Prices (please check and insert all that apply below):

- ☐ Studio/SRO/Efficiency = \$\_\_\_\_\_/mo.
- ☐ 1 Bedroom = \$\_\_\_\_\_/mo.
- ☐ 2 Bedroom = \$\_\_\_\_\_/mo.
- ☐ 3 Bedroom = \$\_\_\_\_\_/mo.

☐ 4 Bedroom = \$\_\_\_\_\_/mo.

*\*Market-Rate Monthly Rent Prices Subject to Change*

**Affordable Rental Housing Summary Information**

Total Number of Affordable Rental Units Proposed: \_\_\_\_\_

Will affordable rental units be subsidized by other programs (i.e. Section 8 Housing Choice Voucher, Low-Income Housing Tax Credit (LIHTC), etc.)? If Yes, Please List Programs:

\_\_\_\_\_

How will you notify residents of affordable rental opportunities (i.e. interest list, waiting list, application period, etc.) for this development?

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Affordable Housing Rental Unit Types (please check all that apply below):

- ☐ Single-Family Detached
- ☐ Single-Family Attached
- ☐ Townhouse Detached
- ☐ Townhouse Attached
- ☐ Apartments
- ☐ Other, Please Specify \_\_\_\_\_

Affordable Housing Rental Unit Bedroom Sizes, Number of Affordable Units and Maximum Affordable AMI % (please check and insert all that apply below):

- ☐ Studio/SRO/Efficiency  
# of Affordable Units = \_\_\_\_\_ @ \_\_\_\_\_ AMI %
- ☐ 1 Bedroom  
# of Affordable Units = \_\_\_\_\_ @ \_\_\_\_\_ AMI %
- ☐ 2 Bedroom  
# of Affordable Units = \_\_\_\_\_ @ \_\_\_\_\_ AMI %
- ☐ 3 Bedroom,  
# of Affordable Units = \_\_\_\_\_ @ \_\_\_\_\_ AMI %
- ☐ 4 Bedroom  
# of Affordable Units = \_\_\_\_\_ @ \_\_\_\_\_ AMI %



Estimated Affordable Housing Rental Unit Sizes (please check and insert all that apply below):

- ☐ Studio/SRO/Efficiency = \_\_\_\_\_ (sq./ft.)
- ☐ 1 Bedroom = \_\_\_\_\_ (sq./ft.)
- ☐ 2 Bedroom = \_\_\_\_\_ (sq./ft.)
- ☐ 3 Bedroom = \_\_\_\_\_ (sq./ft.)
- ☐ 4 Bedroom = \_\_\_\_\_ (sq./ft.)

\*Estimated Affordable Housing Maximum Monthly Rent Limits (Including Utilities) and Maximum Affordable AMI %:

*Note: Town staff to provide this information to Applicant*

- ☐ Studio/SRO/Efficiency = \$\_\_\_\_\_/mo. @ \_\_\_\_\_ AMI %
- ☐ 1 Bedroom = \$\_\_\_\_\_/mo. @ \_\_\_\_\_ AMI %
- ☐ 2 Bedroom = \$\_\_\_\_\_/mo. @ \_\_\_\_\_ AMI %
- ☐ 3 Bedroom = \$\_\_\_\_\_/mo. @ \_\_\_\_\_ AMI %
- ☐ 4 Bedroom = \$\_\_\_\_\_/mo. @ \_\_\_\_\_ AMI %

*\*Affordable Housing Maximum Monthly Rent Limits Subject to Change*

Applicant Authorized Representative:

Reviewed and Approved By:

\_\_\_\_\_  
Insert Name & Job Title

\_\_\_\_\_  
Insert Town Staff Name & Job Title

## Appendix E – Affordable Ownership Housing Proposal Development Template

Submittal Date: \_\_\_\_\_

Submittal No.: \_\_\_\_\_

### **Applicant/Project Information:**

Conditional Zoning Case #:

\_\_\_\_\_

Name of Applicant: \_\_\_\_\_

Applicant Representative Contact Information (Name, Phone and E-mail Address):

\_\_\_\_\_  
\_\_\_\_\_

Name of Development: \_\_\_\_\_

Name of Market-Rate Builder/Developer: \_\_\_\_\_

Name of Affordable Housing Builder/Developer: \_\_\_\_\_

Site Address: \_\_\_\_\_

### **Policy Incentives (See Policy Procedures Manual For Full Incentive Descriptions):**

Please check the Policy incentives being requested for the development from the list below and provide a description of the request.

1. Higher Density Zoning District (Zoning-Based) ☐

Description of Request (i.e. Requesting rezoning from Rural Residential (RR) to Medium Density Residential-Conditional Zoning (MD-CZ)): \_\_\_\_\_

\_\_\_\_\_

2. Density Bonus High Density Multi-Family Residential (HDMF)-Conditional Zoning (CZ)  
(Zoning-Based) ☐

Description of Request (i.e. Requesting a minimum of 16 du/ac): \_\_\_\_\_

\_\_\_\_\_

3. Increased Maximum Building Height (Zoning-Based) ☐

Description of Request (i.e. Requesting an additional xx feet): \_\_\_\_\_

4. Reduced Minimum Building Setbacks (Zoning-Based) ☐

Description of Request (i.e. Requesting a reduction from xx feet to xx feet): \_\_\_\_\_

5. Reduced Minimum Lot Widths (Zoning-Based) ☐

Description of Request (i.e. Requesting a reduction from xx feet to xx feet): \_\_\_\_\_

6. Resource Conservation Area (RCA) Reduction (Zoning-Based) ☐

Description of Request (i.e. Requesting a reduction of xx percent): \_\_\_\_\_

7. Parking Reductions (Zoning-Based) ☐

Description of Request (i.e. Requesting reduction of parking standards from xx spaces to xx spaces or xx spaces per unit to xx spaces per unit): \_\_\_\_\_

8. \*Sidewalk Reductions (Zoning-Based) ☐

Description of Request (i.e. Requesting to waive UDO requirement to construct sidewalks on both sides of residential streets): \_\_\_\_\_

*\*Note: Incentive is only available in Rural Context Area as depicted on the Town of Apex Context Area Maps.*

9. \*Expedited Processing of Site Plan and Master Subdivision Plan Applications (Non-Financial) ☐

Description of Request (i.e. Requesting expedited processing of Site Plan or Master Subdivision Plan): \_\_\_\_\_

*\*Note: Min. 10% of the residential units or lots to be set aside for affordable housing in order to qualify for this incentive.*

10. \*Loans, Grants and Reimbursements (Financial) ☐

Description of Request (i.e. Requesting a fee reimbursement in the amount of \$xx for the water capital reimbursement fee): \_\_\_\_\_

*\*Note: Min. 20% of the residential units or lots to be set aside for affordable housing and not to exceed 60% AMI in order to qualify for this incentive. Subject to North Carolina General Statutes § 157-3 and § 157-9.4*

**Affordable Housing Proposal Summary Information:**

<b>Ownership Development</b>		
<b>Policy Item</b>	<b>Minimum Policy Recommendations</b>	<b>Applicant Proposal (If Not Proposing Minimum Policy Recommendations, The Proposal Is Considered An Alternative Proposal)</b>
Min. Affordable Housing Ownership On-Site Unit/Lot Percentage (%)	5.0%	
Maximum Affordable Ownership AMI% and Income Category	135% AMI	
Minimum Affordability Term	20 Years	
Affordable Housing Ownership Unit Administration (i.e. Resales, Refinances, Annual Occupancy Verifications, etc.)	See Options To Right	<p>Please Circle Option</p> <p>Option 1: Applicant (In-House)</p> <p>Option 2: Third-Party Administrator (i.e. an affordable housing developer.)</p> <p>Insert Third-Party Administrator Name:</p> <p>_____</p> <p>Option 3: Town of Apex</p>

**Alternative Proposals:**

If submitting an alternative proposal that is different than the minimum Policy recommendations (i.e. different on-site %, different AMI %, different affordability term, etc.), please submit reason here:

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**Other Policy Unit/Design Recommendations:**

1. Residential affordable housing units should be comparable to market-rate units in terms of unit type, consistency in building materials, overall quality of construction, and consistent with current building code standards for new construction housing.
2. Residential affordable housing lot sizes, number of bedrooms and number of garages may be less than the market-rate housing units.
3. Residential affordable housing units should be dispersed through the development as evenly as possible based on project location, project size, proximity to transit, number of buildings and number of phases.

**Market-Rate Development Summary Information**

Total Number of Market-Rate Ownership Units Proposed: \_\_\_\_\_

Total Number of Phases Proposed: \_\_\_\_\_

Estimated Monthly HOA Dollar Amount: \$ \_\_\_\_\_

Market-Rate Ownership Unit Types (please check all that apply below):

- ☐ Single-Family Detached
- ☐ Single-Family Attached
- ☐ Condominium
- ☐ Townhouse Detached
- ☐ Townhouse Attached
- ☐ Other, Please Specify \_\_\_\_\_

Market-Rate Ownership Unit Bedroom Sizes (please check all that apply below):

- ☐ 1 Bedroom
- ☐ 2 Bedroom
- ☐ 3 Bedroom
- ☐ 4 Bedroom
- ☐ 5 Bedroom

Estimated Market-Rate Ownership Unit Sizes (please check and insert all that apply below):

- ☐ 1 Bedroom = \_\_\_\_\_ (sq./ft.)
- ☐ 2 Bedroom = \_\_\_\_\_ (sq./ft.)
- ☐ 3 Bedroom = \_\_\_\_\_ (sq./ft.)



☐ 4 Bedroom = \_\_\_\_\_ (sq./ft.)

☐ 5 Bedroom = \_\_\_\_\_ (sq./ft.)

\*Estimated Market-Rate Ownership Unit Initial Sales Prices (Unit Price + Lot Price) (please check and insert all that apply below):

☐ 1 Bedroom = \$ \_\_\_\_\_

☐ 2 Bedroom = \$ \_\_\_\_\_

☐ 3 Bedroom = \$ \_\_\_\_\_

☐ 4 Bedroom = \$ \_\_\_\_\_

☐ 5 Bedroom = \$ \_\_\_\_\_

*\*Market-Rate Ownership Initial Sales Prices Subject to Change*

**Affordable Housing Ownership Summary Information**

Total Number of Affordable Housing Ownership Units/Lots Proposed: \_\_\_\_\_

Will Affordable Housing Ownership Lot(s) Be Sold/Transferred To Another Entity (i.e. an affordable housing developer)? \_\_\_\_\_

If Yes, To Question Above, Please Insert Name of Entity: \_\_\_\_\_

In Which Phase(s) Will Affordable Housing Ownership Units Be Constructed? \_\_\_\_\_

How Will You Notify Residents of Affordable Housing Ownership Opportunities (i.e. interest list, waiting list, application period, etc.) For This Development?

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Affordable Housing Ownership Unit Types (please check all that apply below):

☐ Single-Family Detached

☐ Single-Family Attached

☐ Condominium

☐ Townhouse Detached

☐ Townhouse Attached

☐ Other, Please Specify \_\_\_\_\_

Affordable Housing Ownership Unit Bedroom Sizes, Number of Affordable Units and Maximum Affordable AMI % (please check and insert all that apply below):

☐ 1 Bedroom

# of Affordable Units = \_\_\_\_\_ @ \_\_\_\_\_ AMI %

☐ 2 Bedroom

# of Affordable Units = \_\_\_\_\_ @ \_\_\_\_\_ AMI %

☐ 3 Bedroom

# of Affordable Units = \_\_\_\_\_ @ \_\_\_\_\_ AMI %

☐ 4 Bedroom

# of Affordable Units = \_\_\_\_\_ @ \_\_\_\_\_ AMI %

☐ 5 Bedroom

# of Affordable Units = \_\_\_\_\_ @ \_\_\_\_\_ AMI %

Estimated Affordable Housing Ownership Unit Sizes (please check and insert all that apply below):

☐ 1 Bedroom = \_\_\_\_\_ (sq./ft.)

☐ 2 Bedroom = \_\_\_\_\_ (sq./ft.)

☐ 3 Bedroom = \_\_\_\_\_ (sq./ft.)

☐ 4 Bedroom = \_\_\_\_\_ (sq./ft.)

☐ 5 Bedroom = \_\_\_\_\_ (sq./ft.)

\*Estimated Affordable Housing Ownership Unit Maximum Initial Sales Prices (Unit Price + Lot Price)

*Note: Town staff to provide this information to Applicant*

☐ 1 Bedroom = \$\_\_\_\_\_ @ \_\_\_\_\_ AMI %

☐ 2 Bedroom = \$\_\_\_\_\_ @ \_\_\_\_\_ AMI %

☐ 3 Bedroom = \$\_\_\_\_\_ @ \_\_\_\_\_ AMI %

☐ 4 Bedroom = \$\_\_\_\_\_ @ \_\_\_\_\_ AMI %

☐ 5 Bedroom = \$\_\_\_\_\_ @ \_\_\_\_\_ AMI %

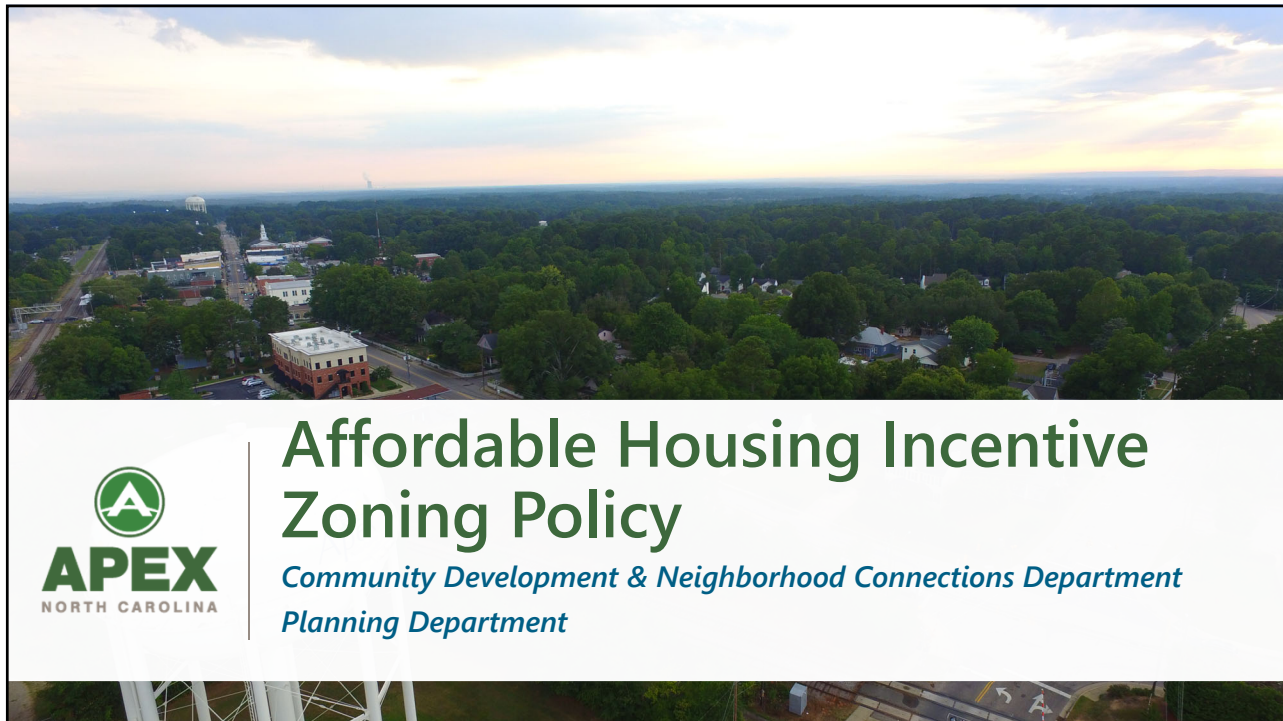
*\*Affordable Housing Ownership Maximum Initial Sales Prices Subject to Change*

Applicant Authorized Representative:

Reviewed and Approved By:

\_\_\_\_\_  
Insert Name & Job Title

\_\_\_\_\_  
Insert Town Staff Name & Job Title



## *Policy Background*

- In February 2021, Town Council adopted the Town of Apex Affordable Housing Plan.
- The AH Plan was developed with the expertise of HR&A Advisors, Inc., guidance from a Steering Committee, and public engagement.
- By adopting the Plan, Council provided direction to establish an Affordable Housing Incentive Zoning Policy as one of the fourteen implementation recommendations within the Plan.

## *Policy Development*

Beginning in 2022, a collaboration between:

- Planning Department staff;
- Housing Program staff;
- Housing Advisory Board (HAB);
- Community Planning Insights, LLC;
- Other Town Departments;
- Input from the Development Community.

## *Policy Introduction*

- Intended to encourage residential and mixed-use Rezoning and Planned Unit Development (PUD) applicants to provide affordable housing units or lots within private, market-rate developments.
- Sets clear minimum recommendation criteria, applicability standards, and a menu of zoning-based, non-financial, and financial incentive options for developers.

## *Policy Goals*

- Public/Private partnerships to increase the affordable housing supply within the Town of Apex, as this a high-priority area of the Town Council;
- Create mixed-income communities, with affordable housing units integrated within residential and mixed-use developments;
- Offset potential market-rate development revenue loss by using the various available incentives.

## *Applicability*

- Zoning districts that allow residential and mixed-use development per Sec. 4.2.2 of the Unified Development Ordinance (UDO).
- Applicants that meet the minimum Policy recommendations may apply for the incentives through the Conditional Zoning or Planned Unit Development-Conditional Zoning (PUD-CZ) approval process.
- All incentives are subject to Town Council approval.



## *Minimum Applicability Standards*

Minimum Development Unit Size Threshold	Minimum Affordable Housing Rental/Ownership On-Site Unit/Lot Percentage (%)	Maximum Affordable AMI Percentage (%)	Minimum Affordability Term
20+ Units/Lots	5%	Ownership - up to 135% AMI	Ownership – 20 Years
		Rental – up to 100% AMI	Rental – Negotiable based on income targeting

## *Affordable Housing Proposal Process*

*Step 1:* Pre-Application Meeting

*Step 2:* Town Staff Meetings

*Step 3:* Affordable Housing Proposal Submittal

*Step 4:* Affordable Housing Zoning Condition

*Step 5:* Affordable Housing Restrictive Covenant or Similar Instrument

## Town Incentives

<i>Zoning-Based</i>	<i>Non-Financial</i>	<i>Financial</i>
Higher Density Zoning District	Expedited Processing	Loans
Density Bonus	-	Grants (Fee Reimbursement)
Development Standards Adjustment	-	-
Resource Conservation Area (RCA) Reduction	-	-
Parking Reductions	-	-
Sidewalk Reductions	-	-

## Policy Implementation

Approved Conditional Zoning Developments with Affordable Housing Units Committed On-Site							
# of Developments	Application Type	Housing Type	Tenure	Total # of Affordable Units	AMI Range	Affordability Range	Incentives Provided
18	Rezoning & PUD	SFH, TH, Multifamily	Ownership & Rental	123	60% - 100%	5 - 20 Years	Height Allowance / Parking Reduction

# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: NEW BUSINESS

Meeting Date: June 27, 2023

## Item Details

Presenter(s): Shawn Purvis, Deputy Town Manager; Adam Stevenson, Transportation Engineering Manager

Department(s): Cemetery

### Requested Motion

Possible motion to award an Agreement between WE Brawley Company and the Town of Apex and approve Budget Ordinance Amendment No. 23 and Capital Project Ordinance Amendment 2023-17 for improvements to the Apex Cemetery and authorize the Town Manager to execute on behalf of the Town.

### Approval Recommended?

Yes

### Item Details

The Town received bids for the Cemetery Parking and Columbarium project on June 1, 2023. Project bids are good for 60 days from the opening. The project plans include two primary phases – one for parking and accessibility improvements and one for construction of a memorial/columbaria area. The Town originally budgeted \$600,000 from the Cemetery Fund for the project, and the updated estimate for the project prior to bidding was \$730,000. The low bid for the project was a Base Bid (parking) for \$609,000 and \$738,000 for Alternate 1 (memorial/columbaria area). The bid also included two smaller alternates of \$76,000 for additional electrical work for the columbaria area and \$12,000 for sidewalk/street safety improvements along Upchurch Street. The total lowest bid package was \$1,435,000, which is \$890,000 more than the remaining project budget. Approval to move forward with any portion of the project will require budget and project ordinance amendments ranging from \$76,000 to \$890,000.

### Attachments

- NB2-A1: Cemetery Improvement Contract Memo - Cemetery Improvements - Columbarium
- NB2-A2: Bid Tabulation - Cemetery Improvements - Columbarium
- NB2-A3: Agreement - Cemetery Improvements - Columbarium
- NB2-A4: Budget Ordinance Amendment 23 (Option 2) - Cemetery Improvements - Columbarium
- NB2-A5: Budget Ordinance Amendment 23 (Option 3) - Cemetery Improvements - Columbarium
- NB2-A6: Capital Project Ordinance Amendment 7 (Option 2) - Cemetery Improvements - Columbarium

- NB2-A7: Capital Project Ordinance Amendment 7 (Option 3) - Cemetery Improvements - Columbarium





June 21, 2023

**To:** Catherine Crosby, Town Manager  
**Cc:** Marty Stone, Assistant Town Manager; Chris Johnson, T&I Development Director; Amanda Grogan, Budget Director  
**From:** Shawn Purvis, Deputy Town Manager  
**Re:** Proposed Cemetery Improvement Project

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The purpose of this memo is to provide Town Council with options to consider regarding the proposed Cemetery Parking and Columbarium project. The memo provides a brief description of the project and information about the project bids for Town Council to consider as they review the recommended options and the implications of each option.

### **Background**

Design work for cemetery improvements that include improved parking and accessibility and a memorial area to include columbaria has been occurring for a few years but has been slowed by the pandemic and transition of town staff. After getting the project back on track and guiding it through the Town's planning review process, staff received bids for the project on June 1, 2023. Project bids are good for 60 days from the opening and will expire before the August 8 Town Council meeting. The project plans included two primary phases – one for the parking and accessibility and one for the memorial/columbaria area. The Town originally budgeted \$600,000 from the Cemetery Fund for the project, and the updated estimate for the project prior to bidding was \$730,000. The project does not include the actual installation of the 780 columbaria niches. The Town would purchase a group of niches as needed through General Fund allocations in the future. Money from the sale of the niches would go the Cemetery Fund, not the General Fund.

### **Discussion**

The low bid for the project was a Base Bid (parking) for \$609,000 and \$738,000 for Alternate 1 (memorial/columbaria area). The bid also included two smaller alternates of \$76,000 for additional electrical work for the columbaria area and \$12,000 for sidewalk/street safety improvements along Upchurch Street. The total lowest bid package was \$1,435,000, which is \$890,000 more than the remaining project budget. There is approximately \$545,000 remaining in the Cemetery Fund. Using the remaining balance in the Cemetery Fund, would leave a funding gap of \$345,000. Approval to move forward with any portion of the project will require budget and project ordinance amendments ranging from \$76,000 to \$890,000.

### **Recommendation**

Staff does not recommend depleting the Cemetery Fund for this project. If Council chooses to proceed with the full build out of the project at any point, staff does recommend a review of the fee schedule by the Finance Committee, followed by a recommendation to Town Council that would allow the sale of columbaria niches to offset at least a portion of the project costs and replenish the Cemetery Fund. Staff recommends Town Council consider the following options.



- **Delay the project until a future date.** If Council does not wish to proceed at this time, the project can be delayed and rebid in the future after evaluating the fee schedule and funding options through the Capital Improvement Plan (CIP) process. It is unknown what effect a delay would have on the cost of the project. **There would be no additional cost to the Town at this time.**
- **Complete the Base Bid and Alternate 3.** If Council chooses to move forward with the parking improvements (Base Bid), staff recommends also completing Alternate 3, which is tied to the site improvements for the parking and sidewalks. **The total cost for the Base Bid and Alternate 3 would be \$621,000 and require additional funding of \$76,000.** Staff recommends using the Cemetery Fund for the additional allocation if Council selects this option. The Town can reevaluate the columbaria area (Alternate 1 and Alternate 2) in the future through the CIP process after a review of the fee schedule. If staff identifies additional funds with the transition into a new fiscal year, Council could reconsider the columbaria area sooner.
- **Complete the entire project.** If Council chooses to move forward with the project in its entirety, awarding a contract for the Base Bid and all three alternates, Council will need to approve a budget amendment that allocates additional funding from the General Fund fund balance. **The total cost for the Base Bid and all alternates would be \$1.435 million, and require additional funding of \$890,000.** If Council chooses this option, staff recommends splitting the additional funding from the General Fund and Cemetery Fund at \$445,000 each. It is important to restate that revenues from the sale of columbaria niches would go to the Cemetery Fund, not the General Fund.

## Apex Cemetery Columbarium

### Bid Tabulation

June 1, 2023

Company	Base Bid	Alternate 1	Alternate 2	Alternate 3	Total
W. B. Brawley Company	\$608,777	\$738,484	\$75,848	\$11,777	\$1,434,886
Bar Construction Company	\$677,000	\$888,000	\$70,000	\$61,000	\$1,696,000

Alternate No. 1 *Full Structural Scope as shown on plan sheets S-0.01, S-1.11, S-1.12, S-1.21, S-4.01 and partial Site/Civil Scope shown on plan sheets C-1.0, C-1.1, and C-5.0.*

Alternate No. 2 *Full Electrical Scope as shown on plan sheets E-0.1, E-0.2, E-1.0 and E-4.0.*

Alternate No. 3 *Upchurch Street Sight Distance Improvement (Plans by Town of Apex)*

**STATE OF NORTH CAROLINA  
COUNTY OF WAKE**

**PURCHASE ORDER #  
AGREEMENT**

THIS AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2023 by and between, WB Brawley Company, a North Carolina Corporation with its principal business offices located at 3314 Jaeckle Drive, Unit 120, Wilmington, NC 28403-0502 (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 “Apex Cemetery Columbarium” at the locations and to the specifications outlined in attached documents identified in Sections 2 and 32 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.**

Contractor shall commence the work required in this Agreement no later than 30 calendar days after the date of execution of this Agreement and complete the work within the number of calendar days after the date of commencement per the following schedule.

Base Bid	90 days
Base Bid + Alternate 1	120 days
Base Bid + Alternates 1 & 2	150 days
Base Bid + Alternates 1, 2, & 3	180 days

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. In the alternate, the Town in its sole discretion may for each calendar day past this contract time receive **\$700** per day as liquidated damages. 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 "Apex Cemetery Columbarium Bid Tabulation" as those numbers pertain to the VENDOR bid. The total bid, which is not to be exceeded, is in the amount of \$###. 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) calendar 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 calendar 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) calendar 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) calendar 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:  
WB Brawley Company  
Attn: Jeremy Thompson  
3314 Jaeckle Drive Unit 120  
Wilmington, NC 28403-0502  
jthompson@brawley.net

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

*[the remainder of page intentionally blank]*

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

**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.*

\_\_\_\_\_  
Antwan Morrison, Finance Director



# Town of Apex

## Budget Ordinance Amendment No. 23

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

### **Cemetery Fund**

#### **Section 1. Revenues:**

55-0000-39901: Appropriated Fund Balance	76,000
<b>Total Revenues</b>	<b>\$76,000</b>

#### **Section 2. Expenditures:**

55-6400-49661: Transfer to General Capital Projects	\$76,000
<b>Total Expenditures</b>	<b>\$76,000</b>

**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 27th day of June, 2023.

Attest:

\_\_\_\_\_  
Jacques K. Gilbert, Mayor

\_\_\_\_\_  
Allen L. Coleman, CMC, NCCCC  
Town Clerk





# Town of Apex

## Budget Ordinance Amendment No. 23

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

### **General Fund**

#### **Section 1. Revenues:**

10-0000-39902: Appropriated Fund Balance	445,000
<b>Total Revenues</b>	<b>\$445,000</b>

#### **Section 2. Expenditures:**

10-9030-49661: Transfer to General Capital Projects	\$445,000
<b>Total Expenditures</b>	<b>\$445,000</b>

### **Cemetery Fund**

#### **Section 1. Revenues:**

55-0000-39901: Appropriated Fund Balance	445,000
<b>Total Revenues</b>	<b>\$445,000</b>

#### **Section 2. Expenditures:**

55-6400-49661: Transfer to General Capital Projects	\$445,000
<b>Total Expenditures</b>	<b>\$445,000</b>

**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 27th day of June, 2023.

Attest:

\_\_\_\_\_  
Jacques K. Gilbert, Mayor

\_\_\_\_\_  
Allen L. Coleman, CMC, NCCCC  
Town Clerk



# Town of Apex

## CAPITAL PROJECT ORDINANCE AMENDMENT 2023-17

BE IT ORDAINED, by the Council of the Town of Apex that the Capital Project Ordinances below be amended as follows:

### 61 - General Capital Project Fund

**Section 1. The revenues anticipated for the projects are:**

9225-0111-39755 Transfer from Cemetery Fund	\$76,000
<b>Total Revenues</b>	<b>\$76,000</b>

**Section 2. The expenditures anticipated are:**

9225-0111-47300 Capital Outlay Improvements	\$76,000
<b>Total Expenditures</b>	<b>\$76,000</b>

**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 27th day of June, 2023.

Attest:

\_\_\_\_\_  
Jacques K. Gilbert, Mayor

\_\_\_\_\_  
Allen L. Coleman, CMC, NCCCC Town Clerk



# Town of Apex

## CAPITAL PROJECT ORDINANCE AMENDMENT 2023-17

BE IT ORDAINED, by the Council of the Town of Apex that the Capital Project Ordinances below be amended as follows:

### 61 - General Capital Project Fund

**Section 1. The revenues anticipated for the projects are:**

9225-0111-39710 Transfer from General Fund	\$445,000
9225-0111-39755 Transfer from Cemetery Fund	\$445,000
<b>Total Revenues</b>	<b>\$890,000</b>

**Section 2. The expenditures anticipated are:**

9225-0111-47300 Capital Outlay Improvements	\$890,000
<b>Total Expenditures</b>	<b>\$890,000</b>

**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 27th day of June, 2023.

Attest:

\_\_\_\_\_  
Jacques K. Gilbert, Mayor

\_\_\_\_\_  
Allen L. Coleman, CMC, NCCCC Town Clerk

# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: NEW BUSINESS

Meeting Date: June 27, 2023

## Item Details

Presenter(s): Antwan Morrison, Director

Department(s): Finance

### Requested Motion

Motion to approve an agreement with Western Wake Crisis Ministry Inc. (WWCM) to assist the Town with performing eligibility determinations based on the program criteria, and authorize the Town Manager to execute the agreement; and approve corresponding Budget Ordinance Amendment No. 20.

### Approval Recommended?

Yes

### Item Details

In April 2021, the Town established a customer assistance program (CAP) to assist customers who had suffered financial hardships due to COVID 19 and were delinquent on their utility bills. Western Wake Crisis Ministry, Inc. (WWCM) agreed to assist the Town by performing eligibility determinations of applicants based upon criteria established in the CAP guidelines. The Town credits assistance to the customer's account based upon the eligibility determinations made by WWCM and reimburse WWCM for expenses incurred in making the eligibility determinations. The Town used a refund of prior year grant funds from the NC Rural Center in the General Fund to provide the assistance and pay these expenses.

An error occurred in the system for FY 2023 with a balance carried over of \$384,306, however, only \$3,432 was carried-forward. The budget amendment allocates the remaining \$380,874 to restore the balance for the program.

### Attachments

- NB3-A1: Agreement for Utility Customer Assistance Program
- NB3-A2: Exhibit A – Apex Customer Assistance Program Guidelines
- NB3-A3: Budget Ordinance Amendment No. 20 – Utility Customer Assistance Program



## AGREEMENT FOR UTILITY CUSTOMER ASSISTANCE PROGRAM ADMINISTRATION SERVICES

This Agreement for Utility Customer Assistance Program Administration Services (“Agreement”), made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the Town of Apex, a North Carolina municipal corporation (hereafter, “Town”) and Western Wake Crisis Ministry, Inc., a North Carolina non-profit corporation (hereafter, “Agency”).

### RECITALS

WHEREAS, Town provides electric, water, sanitary sewer, and solid waste services to approximately 27,000 metered customers in the Apex area;

WHEREAS, many of these customers have suffered financial hardships as a result of the impact of COVID 19 upon the economy and their daily lives:

WHEREAS, Agency is a non-profit organization whose mission includes providing financial assistance to certain members of the public living in the community located within the service area of the Town of Apex;

WHEREAS, the Parties hereby agree to collaborate in the administration of the Town of Apex’s Utility Customer Assistance Program (UCAP) that is intended to provide utility assistance funds to help eligible households in the Town of Apex pay their water, electric, and/or solid waste utility bill in fiscal year 2023-24;

WHEREAS, Agency will coordinate eligibility determination for the UCAP;

WHEREAS, Town shall be responsible for providing and administering all client assistance funds and credits to approved customer accounts; and

WHEREAS, this Agreement is authorized by NCGS 160A-20.1 and 160D-1311(a)(2).

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

### ARTICLE 1 EFFECTIVE DATE AND SCOPE OF SERVICES

1. Recitals. The Recitals are incorporated into Agreement. This Agreement shall be effective upon execution by both parties (“Effective Date”).
2. Purpose. The Town Utility Customer Assistance Program (“UCAP”) is a Town of Apex funded program that provides utility assistance payment to help eligible households pay their water, sewer, electric and/or solid waste utility bills. Eligible households will receive up to a \$636.00 credit, or a credit for the total amount past due, whichever is less, on their utility bill with the Town of Apex. This Agreement is for UCAP administration services to be provided by Agency generally consisting of determining



eligibility of utility customer applicants under the UCAP Guidelines provided by the Town ("Services"). Agency shall provide all Services in compliance with this Agreement and all requirements of the Utility Customer Assistance Program Guidelines ("Guidelines") attached hereto as Attachment A and incorporated herein by reference.

3. Program Funds. The initial amount of Town funds ("Program Funds") to be disbursed by Town to eligible customers is five hundred and nine thousand dollars (\$509,000.00). The Town may authorize additional funds for the UCAP. Program Funds shall only be used as payments for utility assistance to eligible households.
4. Agency Fee. The Agency shall collect from the Town its Fee as follows:
  - a. Town shall provide compensation for the Agency UCAP Administrator position at \$25/hour. The planning and program development is expected to take 10-15 hours. The ongoing program management is not expected to exceed 2 hours per week.
  - b. Town shall provide compensation for the UCAP contractor(s), not to exceed one contractor without prior written approval from the Town, at \$15/hour for 15-20 hours per week.
  - c. Agency shall invoice Town every two weeks for the duration of the program.
  - d. Terms of invoice are net 30 days.
5. Term. The term of this Agreement shall be for a period beginning on Effective Date and ending one (1) year from Effective Date.
6. Agency Representations. Agency represents and agrees that now and continuing for the term of Agreement, Agency:
  - a. Is experienced, qualified, skilled and fully capable of performing Services in a competent and professional manner;
  - b. Shall exercise reasonable care and diligence, and shall act in the best interest of Town;
  - c. Shall act in accordance with Guidelines;
  - d. Shall act in accordance with generally accepted standards of Agency's practice applicable to the locality; and shall comply with this Agreement and with all applicable federal, state and local laws, ordinances, codes, rules and regulations (collectively 'Laws and Regulations');
  - e. Possesses all necessary qualifications, licenses and certifications;
  - f. Shall assure that the individual(s) signing Agreement have the right and power to do so and bind Agency to the obligations set forth herein and such individuals do so personally warrant that they have such authority.

## ARTICLE 2 RESPONSIBILITIES OF AGENCY

1. Compliance with Guidelines. Agency shall comply with Guidelines at all times. All defined terms used in this Agreement shall have the same meanings as used in

Guidelines. Failure of the Agency to comply with Guidelines shall be an event of default under this Agreement.

2. Agency Responsibilities.

- a. Agency shall assign appropriate Agency staff as UCAP Administrator to oversee the program and all UCAP contractor(s).
  - i. UCAP Administrator will collaborate with Town to finalize the job description for newly hired UCAP contractor(s) specifically for the purpose of administering the UCAP. The number of UCAP contractor(s) shall be determined by call volume and required turnaround times.
  - ii. UCAP Administrator will post the job description and screen applicants for the contractor position(s) and complete the hiring process. At least one UCAP contractor shall be bilingual.
  - iii. UCAP Administrator will onboard and train the UCAP contractor(s) as soon as possible after hiring. Contractor(s) shall work remotely, estimated at 15-20 hours per week.
- b. Agency shall collaborate with Town to finalize all policies and procedures for the operation of the UCAP, including the process for customers to make appointments, determine criteria to qualify for financial assistance, required customer documentation, and all related actions necessary to complete the process efficiently.
  - i. UCAP Administrator will act as liaison with an assigned Town representative as necessary to provide oversight of agreed upon UCAP policies and procedures.
- c. Agency shall create a web-based (e.g. Google Drive) tracking system for 24/7 access by Agency and Town for all documentation required for administration of the program.
- d. Agency and Town will collaborate to determine desired reporting frequency for reports from Agency to Town and reports from Town to Agency.
- e. Agency shall inform Town when feedback or direction is needed for troubleshooting specific cases or situations for which Agency cannot reach a resolution with the utility customer applicant.
- f. Agency shall provide appropriate referral guidance if and when a customer identifies another need for which Agency may be able to provide additional assistance (e.g. food instability, rent issues, etc.).

ARTICLE 3  
RESPONSIBILITIES OF TOWN

1. Town's Responsibilities.

- a. Town shall collaborate with Agency to finalize all policies and procedures for the operation of the UCAP including the process for customers to make appointments, specific criteria to qualify for financial assistance, required customer documentation, and all related actions necessary to complete the process efficiently.

- b. Town shall promote the UCAP through communications with utility customers via various channels, as available, including general information about Agency mission and services.
- c. Town shall make referrals to utility customers who may qualify for financial assistance. Town shall assist utility customers in obtaining information and documentation required to complete the application process with the Agency.
- d. Town shall assign a liaison to work directly with the Agency CAP Administrator to serve as an advisor and troubleshooting resource when necessary.
- e. Town shall verify account balances prior to approval of UCAP applications.
- f. Town shall process the appropriate financial transaction for all utility customers who have met the criteria and are qualified for financial assistance. Town shall communicate payment application and outstanding balance/account credit to customer after payment application.
- g. Town shall assist customers with past due balances by establishing payment plans when appropriate.

#### ARTICLE 4 INSURANCE

1. Insurance. The Agency shall maintain valid general liability insurance in the minimum amount of \$1,000,000 and provide certificate of such insurance naming the Town as an additional insured by endorsement to the policy. Additionally, Agency shall maintain and show proof of workers' compensation and employer's liability insurance in the minimum amount of \$1,000,000. All required certificates of insurance, endorsements, and blanket additional insured policy provisions are attached as Exhibit 2.

#### ARTICLE 5 DAMAGES AND REMEDIES

1. Indemnity. To the fullest extent permitted by Laws and Regulations, Agency shall indemnify and hold Town, its officers and employees, harmless from and against all claims, costs, charges, civil penalties, fines, losses, liabilities, and damages (including but not limited to reasonable professionals' fees and charges and all court or other dispute resolution costs), by whomsoever brought or alleged, arising out of, resulting from, or in connection with (a) any breach by Agency of any term or condition of this Agreement or written amendment, (b) any breach or violation by Agency of any applicable Law or Regulation, or (c) any other cause resulting from any act or failure to act by Agency under this Agreement or written amendment, but only to the extent caused by any negligence or omission of Agency. This indemnification shall survive the termination of this Agreement.
2. Non-Exclusivity of Remedies/No Waiver of Remedies. The selection of one or more remedies for breach of this Agreement shall not limit that party's right to invoke any other remedy available under this 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 hereunder. Every such right, power, or remedy may be exercised from time-to-time and as often as deemed expedient.

3. Waiver of Damages. Agency shall not be entitled to, and hereby waives any monetary claims for, or damages arising from or related to, lost profits, lost business opportunities, unabsorbed overhead, or any consequential damages.

## ARTICLE 6 AMENDMENTS TO AGREEMENT

1. Changes in the Services. Changes in the Services or a change in duration or any other term of this Agreement shall be made only by a written amendment executed by both parties.

## ARTICLE 7 TERMINATION AND SUSPENSION

1. Termination for Convenience of Town. This Agreement may be terminated without cause by Town and for its convenience upon ten (30) days written notice to Agency.
2. Other Termination. After ten (30) days written notice to the other party of its material breach of the Agreement, this Agreement may be terminated by the noticing party, provided that the other party has not taken all reasonable actions to remedy the breach.
3. Survival. Termination of this Agreement, for whatever reason, shall not terminate a party's representations and warranties nor nullify any indemnity or records retention required hereunder or under Guidelines.
4. Suspension.
  - a. Town may order Agency in writing to suspend, delay, or interrupt all or any part of the Services for the convenience of Town.
  - b. A suspension, delay, or interruption of the Services shall not terminate this Agreement.

## ARTICLE 8 ADDITIONAL PROVISIONS

1. Limited Assignment/Delegation. This Agreement shall bind Agency and its successors and permitted assigns. Agency shall not assign or transfer its rights or interest in this Agreement (including the right to payment), nor shall Agency delegate its duties under this Agreement, without the Town's written consent, which the Town may grant or withhold in its sole discretion. The Town's consent shall not release Agency of any obligation under this Agreement and Agency and permitted assigns shall be subject

to all of Town's defenses. Any attempt to assign this Agreement without the prior written approval of Town shall be void. If Agency utilizes approved subcontractors, Agency shall be responsible for the scheduling, completeness, quality, accuracy, and timeliness of all their work. Town has the right to request that any subcontractor be replaced due to unsatisfactory performance.

2. Governing Law. The parties acknowledge this Agreement is a "business contract" subject to the provisions of N.C.G.S. Chapter 1G and agree that this Agreement and the rights and duties of the Parties shall be governed by the laws of the State of North Carolina, without regards to conflict of law's provisions. The Parties further agree that any dispute arising from this Agreement shall be litigated in the courts of the State of North Carolina and any and all suits or actions related to this Agreement shall be brought exclusively in Wake County, North Carolina. Service of process may be effected by delivery by any method permitted under the N.C. Rules of Civil Procedure.
3. Entire Agreement; Amendments. 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"). This 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.
4. Severability. If any provision of this Agreement is held as a matter of law to be unenforceable, the remainder of this Agreement shall be enforceable without such provision.
5. Notice. Whenever any provision of this Agreement requires the giving of written notice, it will be deemed to have been validly given if (i) delivered in person to the Project Manager, if to the Town, or to the Project Manager, or equivalent position, or officer/member of the entity that is the Agency, if to the Agency, or (ii) if delivered at or sent by a nationally recognized overnight courier service or overnight express mail or registered or certified mail, postage prepaid, to the Town's or Agency's address. The date of said notice shall be the date of such delivery, in the case of delivery in person, or mailing when sent by courier or mail.

The notice address for the Town shall be:

Town Manager  
Town of Apex  
PO Box 250  
Apex, NC 27502

The notice address for the Agency shall be:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



6. Gifts and Favors. Agency shall become aware of and comply with laws related to gifts and favors, conflicts of interest and the like, including G.S. §14-234, G.S. §133-1, and G.S. §133-32.
7. Public Records; Confidential Records and Information. Agency acknowledges that records made or received in connection with the transaction of public business, including records related to this Agreement in the possession of Agency, are public records and subject to public records requests. Agency must provide such records to Town upon request. Town may provide copies of such records, including copyrighted records, in response to public record requests, except that, upon request of and indemnification by Agency. Agency shall make Town aware of any public records requests made in regard to Services or this Agreement. If Agency, its employees or subcontractors, during provision of Services, becomes aware of or has access to confidential records or information or information otherwise protected from disclosure by Federal or State law ("Confidential Information"), Agency, its employees and subcontractors, shall not disclose any such Confidential Information.
8. Verification of Work Authorization; Anti-Human Trafficking. Agency, and all subcontractors, shall comply with Article 2, Chapter 64, of the North Carolina General Statutes. Agency warrants and agrees that no labor supplied by the Agency or the Agency's subcontractors in the performance of this Agreement shall be obtained by means of deception, coercion, intimidation, or force, or otherwise in violation of North Carolina law, specifically Article 10A, Subchapter 3 of Chapter 14 of the North Carolina General Statutes, Human Trafficking.
9. No Third-Party Beneficiaries. There are no third-party beneficiaries to Agreement.
10. Independent Contractor. Agency is an independent contractor and is solely responsible for its Services and the supervision of its employees and permitted subcontractors. All persons assigned by Agency to provide Services pursuant to this Agreement shall, for all purposes of this Agreement, be considered employees of Agency only. Agency 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 Town notifies Agency in writing that any person providing Services appears to be incompetent, disorderly, or otherwise unsatisfactory to Town, such person shall be removed from the project and shall not again be employed on it except with the prior written consent of Town.
11. Nondiscrimination. Neither party shall discriminate on any prohibited basis. Agency must comply with the Americans with Disabilities Act of 1990 ("ADA").
12. Pre-Audit Requirement. This Agreement has not been fully executed and is not effective until the Preaudit Certificate (if required by N.C.G.S. § 159-28) has been affixed and signed by the Town of Apex Finance Director.

13. Performance of Government Functions. Nothing contained in this Agreement shall be deemed or construed so as to restrict or inhibit the Town's police powers or regulatory authority.
14. No Waiver of Sovereign or Qualified Immunity. Nothing in this Agreement shall be construed to mandate purchase of insurance by Town pursuant to N.C.G.S. 160A-485 or to in any way waive Town's defense of sovereign or 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 Town 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.
15. Further Assurances. Agency agrees that it will cooperate with Town and will execute and deliver, or cause to be delivered, all such other instruments, and will take all such other actions, as Town may reasonably request from time to time in order to effectuate the provisions and purposes of Agreement.
16. Principles of Interpretation and Definitions. In this Agreement, unless the context requires otherwise: (1) The singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. (2) References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The words "include," "including," etc. mean include, including, etc. without limitation. (3) References to a "Section" or "section" or "paragraph" shall mean a section or paragraph of this Agreement. (4) "Contract" and "Agreement," whether or not capitalized, refer to this instrument. (5) Titles of sections, paragraphs, and articles are for convenience only, and shall not be construed to affect the meaning of this Agreement. (6) "Duties" includes obligations. (7) The word "person" includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities. (8) The word "shall" is mandatory. (9) The word "day" means calendar day. (10) Normal business hours means Monday through Friday from 8:00 a.m. until 5:00 p.m. Eastern Standard Time.
17. 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. Agency and Town hereby consent to use electronic or digitized signatures in accordance with the Town's Electronic Signature Policy and intend to be bound by the Agreement and any related documents. If electronic signatures are used, the Agreement shall be delivered in an electronic record capable of retention by the recipient at the time of receipt.

IN WITNESS WHEREOF, Agency and Town, being duly authorized, have caused these presents to be signed in their names as of the day and year first above written, on the following pages.

**AGENCY**

**TOWN**

**Western Wake Crisis Ministry, Inc.**

**Town of Apex**

By: \_\_\_\_\_  
(signature)

By: \_\_\_\_\_  
(signature)

Name: \_\_\_\_\_  
(typed or printed name)

Name: \_\_\_\_\_  
(typed or printed name)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

\_\_\_\_\_  
Finance Director

**Attachment A**  
**Town of Apex Housing Rehabilitation Program Guidelines**

**Attachment B**  
**Insurance Certificate**

*[Attach Insurance Certificate Provided by NON-PROFIT prior to executing agreement.]*



## EXHIBIT A

### Apex Customer Assistance Program Guidelines

**Purpose:** Covid 19 negatively impacted the economy and the financial stability of many customers of the Town of Apex (“Town”) utility system. The Town declared a moratorium on the disconnection of service and assessment of related fees in March 2020. That suspension was extended through May 31, 2021. There were over 1,800 residential customers whose account would have been subject to disconnection if the moratorium was lifted. As the Council considered lifting the moratorium they established the customer assistance program (“CAP”) to help those customers. CAP has continued to assist and help less fortunate members of the community even after the impact of COVID.

**Funding and Use of Funds:** The CAP will be funded entirely from the Town’s General Fund and voluntary contributions from utility customers. Funds will be used to reduce the outstanding balance of eligible customers and to reimburse cost incurred by human service organizations that make CAP eligibility determinations under the terms of written agreements with the Town.

Funds set aside for CAP will be applied to the outstanding balance of eligible customers by the recording of these transactions in the Town’s accounting records. Reimbursement of expenditures occurred by human service organizations will be paid by check.

**Staff Involvement:** The Town’s Finance, Administration and Legal Departments have been involved in establishing the program in collaboration with Western Wake Crisis Ministry (“WWCM”). Western Wake Crisis Ministry will employ one UCAP contractor/employee to work 15-20 hours per week.

**Program Requirements:** To be eligible for assistance the account must be served by the Apex utility system. The account service address must be within the corporate limits of the Town of Apex due to the assistance being funded predominately by the Town’s General Fund. The account must be subject to disconnection or disconnected.

**Eligibility Criteria:** The following eligible criteria are in place for the CAP:

The applicant must be a resident at the service address of the account.

The applicant must be a US citizen or lawfully present in the US.

The household must meet the income eligibility requirements (Income equal to or less than 80% of Area Median Income (AMI), adjusted for family size, for the Raleigh, NC Metropolitan Statistical Area (MSA) as published by the U.S. Department of Housing and Urban Development (HUD).

**Eligibility Determinations:** Determinations will be made by a human services organization that is independent of the Town. WWCM has agreed to make eligibility determinations in accordance with the terms of an agreement with the Town.

The Town and WWCM have agreed that a system of scheduling appointments for applicants and sharing that information will remain in place. The applicant will not be disconnected prior to WWCM having adequate time to process the application and make an eligibility determination. If an applicant misses their initial appointment, these terms will apply to a second appointment only but to no rescheduled appointment thereafter.

**Administration of Awards:** The maximum award amount made to an applicant's outstanding balance will be \$636.00, or the total outstanding balance, whichever is lesser. Each applicant can apply for additional assistance during the same fiscal year until they reach their \$636.00 annual limit.

WWCM will inform the Town of the applicants who are eligible. Awards will be subject to the availability of funds. Availability means an unexpended and unencumbered appropriation remains in the Towns' General Fund sufficient to make the award. Staff will keep WWCM informed of the amount available for awards. Prior to accounts being credited for the award staff will confirm the residence is within the Town limits.

**Communication:** The CAP will be communicated to utility customers via mailings, emails, social media and the Town's website.



# Town of Apex

## Budget Ordinance Amendment No. 20

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

### **General Fund**

#### **Section 1. Revenues:**

10-0000-39902: Appropriated Fund Balance	\$380,874
<b>Total Revenues</b>	<b>\$380,874</b>

#### **Section 2. Expenditures:**

10-9010-49115: Apex Customer Assistance	\$380,874
<b>Total Expenditures</b>	<b>\$380,874</b>

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

Adopted this the 27th day of June, 2023.

Attest:

\_\_\_\_\_  
Jacques K. Gilbert, Mayor

\_\_\_\_\_  
Allen L. Coleman, CMC, NCCCC  
Town Clerk

# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CLOSED SESSION

Meeting Date: June 27, 2023

## Item Details

Presenter(s): Laurie Hohe, Town Attorney

Department(s): Legal Services Department

### Requested Motion

Possible motion to go into closed session pursuant to NCGS § 143-318.11(a)(3) to preserve attorney-client privilege.

### Approval Recommended?

Yes

### Item Details

#### **NCGS §143-318.11 (a)(3):**

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

### Attachments

- N/A

