AGENDA | REGULAR TOWN COUNCIL MEETING

March 14, 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 Tem: Audra Killingworth
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 2023 Revised Council Meeting Calendar

Allen Coleman, Town Clerk

CN2 Annexation No. 747 – Apex Light Industrial – 21.246 acres

Allen Coleman, Town Clerk

CN3 Annexation No. 748 – The Townes at Chapel Ridge – 18.613 acres

Allen Coleman, Town Clerk

CN4 Appointments – Housing Advisory Board (HAB) – Chair/Vice-Chair

Allen Coleman, Town Clerk

CN5 Contract Multi-Year - OW Investors, LLC dba Mars Co – Water Meter Test Bench – March 14, 2023 through June 30, 2028

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

CN6 Council Meeting Minutes – February Meetings

Allen Coleman, Town Clerk

CN7 Rezoning Case No. 22CZ19 – The Heights PUD - Statement & Ordinance

Shelly Mayo, Planner II, Planning Department

CN8 Rezoning Case No. 22CZ21 Apex Light Industrial - Set Public Hearing

Lauren Staudenmaier, Planner II, Planning Department

CN9 Rezoning Case No. 22CZ22 Elevate 64 West PUD - Set Public Hearing

Shelly Mayo, Planner II, Planning Department

CN10 Rezoning Case No. 22CZ27 Center City Townhomes - Set Public Hearing

Lauren Staudenmaier, Planner II, Planning Department

CN11 Unified Development Ordinance (UDO) Amendments - February 2023 - Statement

Amanda Bunce, Current Planning Manager, Planning Department

CN12 Unified Development Ordinance (UDO) Amendments - March 2023 - Set Public Hearing

Amanda Bunce, Current Planning Manager, Planning Department

CN13 Tax Report – January 2023

Allen Coleman, Town Clerk

PRESENTATIONS

PR1 Proclamation - Bleeding Disorders Awareness Month

Jacques K. Gilbert, Mayor

PR2 Proclamation - Citizens Assisting Police in Apex (CAPA) Day

Jacques K. Gilbert, Mayor

PR3 Proclamation - Developmental Disabilities Awareness Month

Jacques K. Gilbert, Mayor

PR4 Proclamation - Girls Scouts of the USA Appreciation Week - March 14 through March 21, 2023

Jacques K. Gilbert, Mayor

PR5 Proclamation - Women's History Month

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 – *None*

NEW BUSINESS

UPDATES BY TOWN MANAGER

CLOSED SESSION

Council will enter into closed session pursuant to:

CS1 Steve Adams, Utilities Acquisition Specialist

NCGS §143-318.11 (5):

"To instruct staff concerning the acquisition of real property."

CS2 Jacques K. Gilbert, Mayor

NCGS §143-318.11 (6):

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

ADJOURNMENT

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: March 14, 2023

Item Details

Presenter(s): Allen Coleman, Town Clerk

Department(s): Town Clerk's Office

Requested Motion

Motion to amend the 2023 Town Council Meeting Calendar.

Approval Recommended?

Yes

Item Details

In accordance with North Carolina General Statute 143-318.12, a schedule of regular meetings shall be filed with the Town Clerk to the Town Council. The schedule must show the date, time, and place of each meeting.

It is proposed that the 2023 Town Council Meeting Calendar be amended as follows:

- **ADD –** August 15, 2023 – Town Council Work Session
  - 3:30 PM – Apex Town Hall
- **CHANGE –** October 2023 Work Session
  - FROM: Thursday, October 12th, 2023
  - TO: Thursday, October 19th, 2023
  - 3:30 PM – Apex Police Department
- **REMOVAL** –
  - Legislative Day Reference (Previously March 16, 2023)
  - Removal of the "optional" reference for Town Council Work Sessions. Work Sessions will exist as standing meetings. If a work session is not needed, the Town Clerk's Office will follow the normal notification process for cancelling a meeting.

Attachments

- CN1-A1: Revised - 2023 Council Meeting Calendar No. 3
- CN1-A2: Revised – 2023 Text Calendar

Revised 3/10/2023

Town Council 2023 Meeting Calendar DRAFT

January

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	T10	11	S12	13	14
15	16	T17	18	19	20	21
22	23	T24	25	T26	27	28
29	30	T31				

10th Pre-Budget Public Hearing/ Regular Mtg
12th Council Strategic Planning - Location TBD
17th Work Session
26th Finance Committee Meeting
31st Joint Collaboration Meeting/Holly Springs

February

S	M	T	W	T	F	S
			T1	2	3	4
5	6	7	8	9	10	11
12	13	T14	15	16	T17	18
19	20	T21	22	23	24	25
26	27	T28				

1st Economic Development Committee
17th Annual Council Retreat - Location TBD
21st Work Session

March

S	M	T	W	T	F	S
			1	T2	3	4
5	6	7	8	T9	10	11
12	13	T14	15	16	17	18
19	20	P21	22	T23	24	25
26	27	T28	29	30	31	

2nd Planning Committee
9th Personnel Committee
21st Work Session
23rd Joint Finance/Personnel Committee Mtg

April

S	M	T	W	T	F	S
						1
2	3	4	5	T6	7	8
9	T10	T11	12	13	14	15
16	17	T18	19	20	21	22
23	24	T25	26	T27	28	29
30						

6th Finance Committee
10th Finance/Personnel Committee (optional)
18th Work Session
27th Rules Committee

May

S	M	T	W	T	F	S
	1	2	3	4	T5	6
7	8	T9	10	T11	12	13
14	15	T16	T17	18	19	20
21	22	T23	24	H25	26	27
28	T29	30	31			

5th Budget Work Session
11th Planning Committee
16th Work Session
17th Economic Development Committee
25th Joint Collaboration Meeting/Cary

June

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	T8	9	10
11	12	T13	14	15	16	17
18	19	20	21	T22	T23	24
25	26	T27	28	29	30	

8th Budget Work Session
22nd Work Session
23rd Rules Committee

July

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	T8	9	10	11	12
13	14	T15	16	17	18	19
20	21	T22	T23	T24	25	26
27	28	H29	30	T31		

15th Work Session
23rd Economic Development Committee
24th Rules Committee
29th Joint Collaboration Meeting / Morrisville
31st Finance Committee

September

S	M	T	W	T	F	S
					1	2
3	4	5	6	T7	8	9
10	11	T12	13	14	15	16
17	18	T19	T20	21	22	23
24	25	T26	27	T28	29	30

7th Planning Committee
19th Work Session
20th Closed Session - Evaluation (Appointed)
28th Personnel Committee

October

S	M	T	W	T	F	S
1	2	T3	4	5	6	7
8	9	T10	11	12	13	14
15	16	17	18	P19	T20	21
22	23	T24	25	T26	27	28
29	H30	31				

3rd Closed Session - Evaluation (Appointed)
12th Work Session
20th Rules Committee
26th Finance Committee
30th Joint Collaboration Meeting / Wake County

November

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	T9	10	11
12	13	T14	15	T16	17	18
19	20	21	22	23	24	25
26	27	T28	29	T30		

7th Municipal Election
9th Economic Development Committee
16th Work Session
30th Planning Committee

December

S	M	T	W	T	F	S
					1	2
3	4	5	T6	7	T8	9
10	11	T12	13	T14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

6th Organizational Meeting (Swearing-In)
8th Personnel Committee
14th Work Session

Holidays	13
Regular Meetings	21
Work Sessions	11
Committee Meetings	20
Budget Hearings/Work Sessions	3
Joint Collaboration Meetings	4
CS - Evaluation (Appointed)	2
Legislative Day	1
Retreat/Strategic Planning	2
Total Meetings	62

MEETING LOCATION(S)

P Police Department
T Town Hall
S Senior Center
H Halle Cultural Arts Center

62 Meeting days
1 Two meetings same day
62 Total Meetings

SPECIAL NOTE

Meeting Times, Location, Etc. are noted on the next page titled: "Apex Town Council Meeting Calendar for Year 2023 - Text"

Questions should be directed to the Town Clerk's Office
919-249-1260 or allen.coleman@apexnc.org

Revised 3/10/2023

DRAFT

TOWN OF APEX TOWN COUNCIL
MEETING CALENDAR FOR YEAR 2023
TEXT Calendar

In accordance with North Carolina General Statute 143-318.12, a schedule of regular meetings shall be filed with the Town Clerk to the Town Council. The schedule must show the date, time, and place of each meeting. Questions should be directed to the Office of the Town Clerk by phone at 919-249-1260 or by email to allen.coleman@apexnc.org.

Special Accommodation Notice: Anyone needing special accommodations to attend the meeting(s) below and/or if this information is needed in an alternative format, please contact the Town Clerk's Office. The Town Clerk is located at 73 Hunter Street in Apex Town Hall on the 2nd Floor, (email) allen.coleman@apexnc.org or (phone) 919-249-1260.

Meeting Date	Type	Start Time	Location
Tuesday, January 10	Regular Town Council Meeting	6:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Thursday, January 12	Town Council Retreat	2:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Tuesday, January 17	Town Council Work Session	2:30 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Tuesday, January 24	Regular Town Council Meeting	6:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Thursday, January 26	Finance Committee Meeting	9:00 AM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Tuesday, January 31	Joint Collaboration Meeting Town of Holly Springs	6:00 PM	Bass Lake Retreat Center 900 Bass Lake Road Holly Springs, NC 27540
Wednesday, February 1	Economic Development Committee Meeting	4:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Tuesday, February 14	Regular Town Council Meeting	6:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502

Friday, February 17	Town Council Strategic Planning/ Budget Work Session	8:30 AM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Tuesday, February 21	Town Council Work Session	3:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Tuesday, February 28	Regular Town Council Meeting	7:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Thursday, March 2	Planning Committee Meeting	10:30 AM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Thursday, March 9	Personnel Committee Meeting	5:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Tuesday, March 14	Regular Town Council Meeting	6:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Tuesday, March 21	Town Council Work Session Public Safety	3:30 PM	Apex Police Department 205 Saunders Street Apex, NC 27502
Thursday, March 23	Joint Personnel and Finance Committee Meeting	4:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Tuesday, March 28	Regular Town Council Meeting	6:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Thursday, April 6	Finance Committee Meeting	9:00 AM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Monday, April 10	Joint Personnel and Finance Committee Meeting	4:30 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Tuesday, April 11	Regular Town Council Meeting	6:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Tuesday, April 18	Town Council Work Session	3:30 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Tuesday, April 25	Regular Town Council Meeting	6:00 PM	Apex Town Hall 73 Hunter Street

			Apex, NC 27502
Thursday, April 27	Rules Committee Meeting	3:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Friday, May 5	Budget Work Session	2:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Tuesday, May 9	Regular Town Council Meeting	6:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Thursday, May 11	Planning Committee Meeting	9:00 AM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Tuesday, May 16	Town Council Work Session	3:30 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Wednesday, May 17	Economic Development Committee Meeting	4:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Tuesday, May 23	Regular Town Council Meeting	6:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Thursday, May 25	Joint Collaboration Meeting Town of Cary	5:30 PM	Halle Cultural Arts Center 237 North Salem Street Apex, NC 27502
Thursday, June 8	Budget Work Session	2:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Tuesday, June 13	Regular Town Council Meeting	6:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Thursday, June 22	Town Council Work Session	3:30 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Friday, June 23	Rules Committee Meeting	3:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Tuesday, June 27	Regular Town Council Meeting	6:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502

Tuesday, August 8	Regular Town Council Meeting	6:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Tuesday, August 15	Town Council Work Session	3:30 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Tuesday, August 22	Regular Town Council Meeting	6:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Wednesday, August 23	Economic Development Committee Meeting	4:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Thursday, August 24	Rules Committee Meeting	3:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Tuesday, August 29	Joint Collaboration Meeting Town of Morrisville	5:30 PM	Halle Cultural Arts Center 237 North Salem Street Apex, NC 27502
Thursday, August 31	Finance Committee Meeting	9:00 AM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Thursday, September 7	Planning Committee Meeting	9:00 AM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Tuesday, September 12	Regular Town Council Meeting	6:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Tuesday, September 19	Town Council Work Session	3:30 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Wednesday, September 20	Closed Session Appointed Personnel Evaluation	5:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Tuesday, September 26	Regular Town Council Meeting	6:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Thursday, September 28	Personnel Committee	4:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502

Tuesday, October 3	Closed Session Appointed Personnel Evaluation	5:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Tuesday, October 10	Regular Town Council Meeting	6:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Thursday, October 19	Town Council Work Session Public Safety	3:30 PM	Apex Police Department 205 Saunders Street Apex, NC 27502
Friday, October 20	Rules Committee Meeting	3:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Tuesday, October 24	Regular Town Council Meeting	6:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Thursday, October 26	Finance Committee Meeting	9:00 AM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Monday, October 30	Joint Collaboration Meeting Wake County	5:00 PM	Halle Cultural Arts Center 237 North Salem Street Apex, NC 27502
Thursday, November 9	Economic Development Committee Meeting	4:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Tuesday, November 14	Regular Town Council Meeting	6:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Thursday, November 16	Town Council Work Session	3:30 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Tuesday, November 28	Regular Town Council Meeting	6:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Thursday, November 30	Planning Committee Meeting	9:00 AM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Wednesday, December 6	Organizational Meeting	5:30 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502

Friday, December 8	Personnel Committee Meeting	2:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Tuesday, December 12	Regular Town Council Meeting	6:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Thursday, December 14	Town Council Work Session	3:30 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: March 14, 2023

Item Details

Presenter(s): Allen Coleman, Town Clerk

Department(s): Town Clerk's Office

Requested Motion

Motion to confirm the following leadership positions on the Housing Advisory Board (HAB) for calendar year 2023:

- Phil Welch, Chair of the Apex Housing Advisory Board (HAB)
- Rhett Fussell, Vice-Chair of the Apex Housing Advisory Board (HAB)

Approval Recommended?

Mayor Jacques K. Gilbert recommends both Phil Welch for Chair and Rhett Fussell for Vice-Chair for appointment consideration to the Apex Housing Advisory Board (HAB)

Item Details

On Tuesday, March 7, 2023, the Apex Housing Advisory Board (HAB) unanimously (5-0 – with Jacob Rogers and Martha Rodgers absent) voted to nominate the reappointment of Phil Welch to the Chair position and Rhett Fussell for the position of Vice-Chair for calendar year 2023.

The current HAB members were reminded that this vote was a recommendation to the Mayor and the Town Council continues to hold the final appointing authority.

The public is invited to re-watch the Housing Advisory Board meeting from March 7, 2023, on the Town's Youtube Channel via the following link: https://www.youtube.com/c/TownofApexGov. The nomination process begins at 20 minutes and 32 seconds.

Attachments

- None

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: March 14, 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 March 28, 2023, on the Question of Annexation - Apex Town Council's intent to annex 21.246 acres, Apex Light Industrial, Annexation No. 747 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

- CN2-A1: Resolution Directing the Town Clerk to Investigate Petition
  - Certificate of Sufficiency by the Town Clerk
  - Resolution Setting Date of Public Hearing
- CN2-A2: Legal Description – Annexation No. 747
- CN2-A3: Aerial Map – Annexation No. 747
- CN2-A4: Plat Map – Annexation No. 747
- CN2-A5: Annexation Petition – Annexation No. 747

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

Annexation Petition#747
Apex Light Industrial – 21.246 acres

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

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

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

This the 14th day of March, 2023.

_____
Jacques K. Gilbert
Mayor

ATTEST:

_____
Allen L. Coleman, CMC, NCCCC
Town Clerk

CERTIFICATE OF SUFFICIENCY BY THE TOWN CLERK

Annexation Petition#747
Apex Light Industrial – 21.246 acres

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town of Apex, North Carolina this 14th day of March, 2023.

_____
Allen L. Coleman, CMC, NCCCC
Town Clerk

(Seal)

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

Annexation Petition#747
Apex Light Industrial – 21.246 acres

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

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

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

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

Section 1. A public hearing on the question of annexation of the area described herein will be held at the Apex Town Hall at 6 o'clock p.m. on the 28th day of March, 2023.

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

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

This the 14th day of March, 2023.

_____
Jacques K. Gilbert, Mayor

ATTEST:

_____
Allen L. Coleman, Town Clerk

Attachment: Legal Description

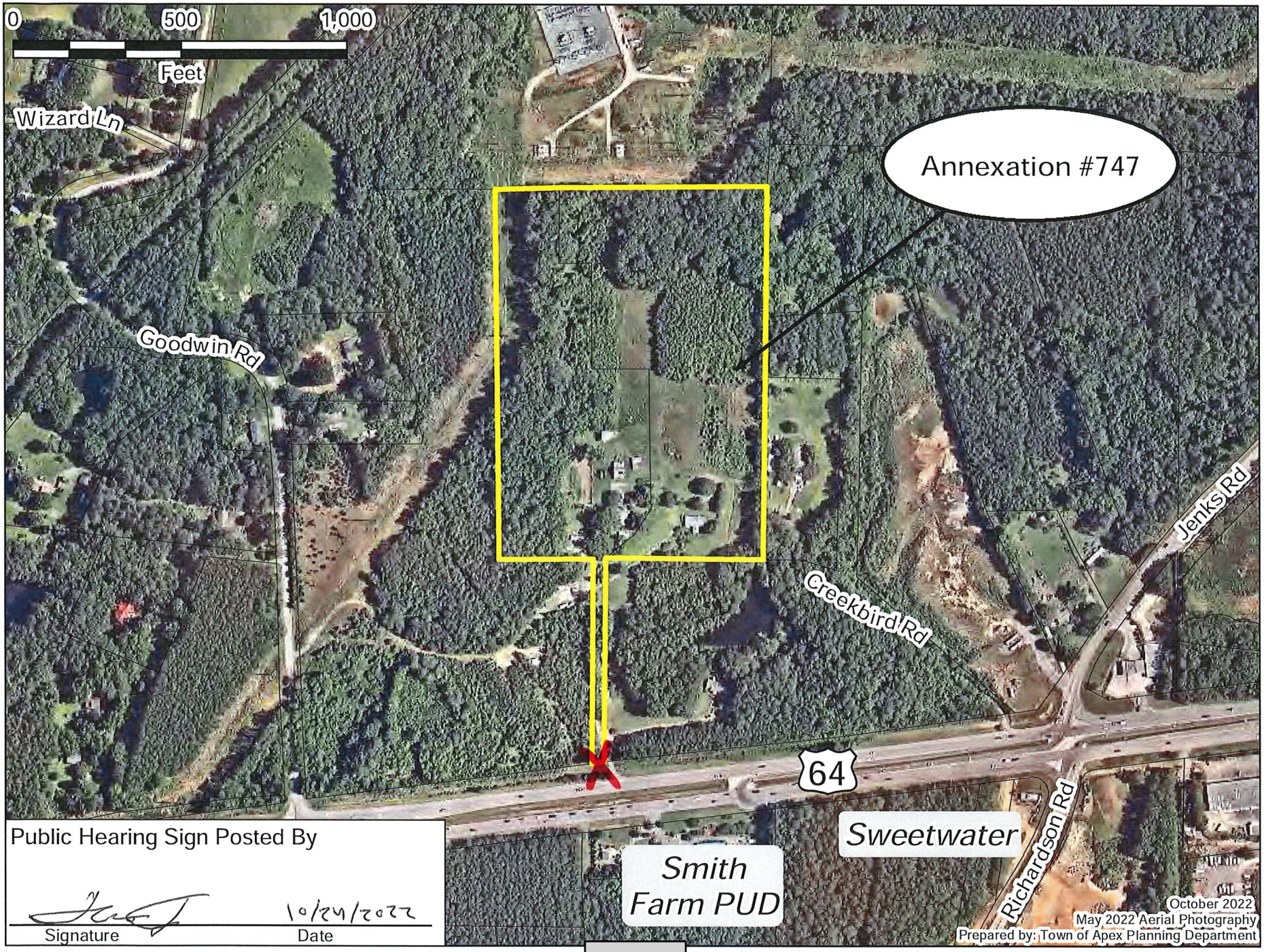
Annexation Legal Description for REID# 0124220 & 0076962

All that certain parcels of land, situated in Apex, Wake County, North Carolina, being known as REID# 0124220 & 0076962, Wake County Records, and being more particularly described as follows:

Beginning at an Iron Pipe found at the South East property corner of Steven B & Kathryn J Wilkins (REID 0124220, DB 18392, PG 2618), Wake County Records and South West property corner of Jon Brian & Dena Liggett Wilkins (REID 0076963, DB 18840, PG 2794), Wake County records and being designated as the Point of Beginning as shown on map made by Bateman Civil Survey Company, dated 9/23/2022 and entitled “Annexation Map for the Town of Apex” Apex, NC, Wake County, White Oak Township, REID# 0124220 & 0076962", having State Plane Coordinates N:725891.43, E:2023615.69;

Thence S83°05'34"W, 60.51' to an Iron Pipe found; thence N00°33'05"E, 611.51' to an Iron Pipe found; thence S89°26'41"W, 86.36' to an Iron Pipe found; thence S89°32'43"W, 196.84' to an Iron Pipe found; thence N00°25'31"W, 1106.72' to an Iron Pipe found; thence N89°31'03"E, 196.62' to an Iron Pipe found; thence N89°45'15"E, 624.92' to an Iron Pipe found; thence S01°22'07"W, 378.11' to an Iron Pipe found; thence S01°24'13"W, 179.82' to an Iron Pipe found; thence S01°24'13"W, 546.04' to an Iron Pipe found; thence S89°25'59"W, 443.33' to an Iron Pipe found; thence S00°33'05"W, 604.83' to an Iron Pipe found. Said Iron Pipe being the Point of Beginning.

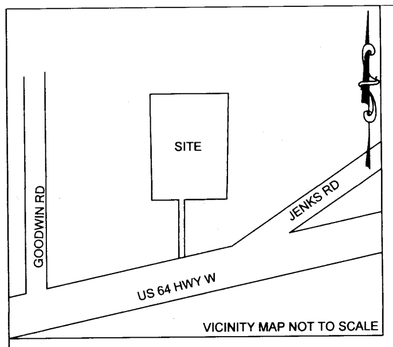
Said Annexation contains 925,464 square feet / 21.246 acres, more or less.



Public Hearing Sign Posted By

Signature

10/24/2022
Date



Required Base Information:

Project Information: 3228 US Hwy 64 W, Apex, NC, 27523 (Reid 0124220)
3212 US Hwy 64 W, Apex, NC, 27523 (Reid 0076962)

Owner Information: Steven B, & Kathryn J Wilkins Trustee

Surveyor Information: Jeffrey W. Baker
North Carolina
L-4412

Date of Survey & Plat Preparation: 9/23/2022

Township, County, State: White Oak, Wake, North Carolina

REFERENCES

-Book Map 1985 Page 862
-Deed Book 18392 Page 2618
-Deed Book 18789 Page 1467

Annexation Legal Description for REID# 0124220 & 0076962

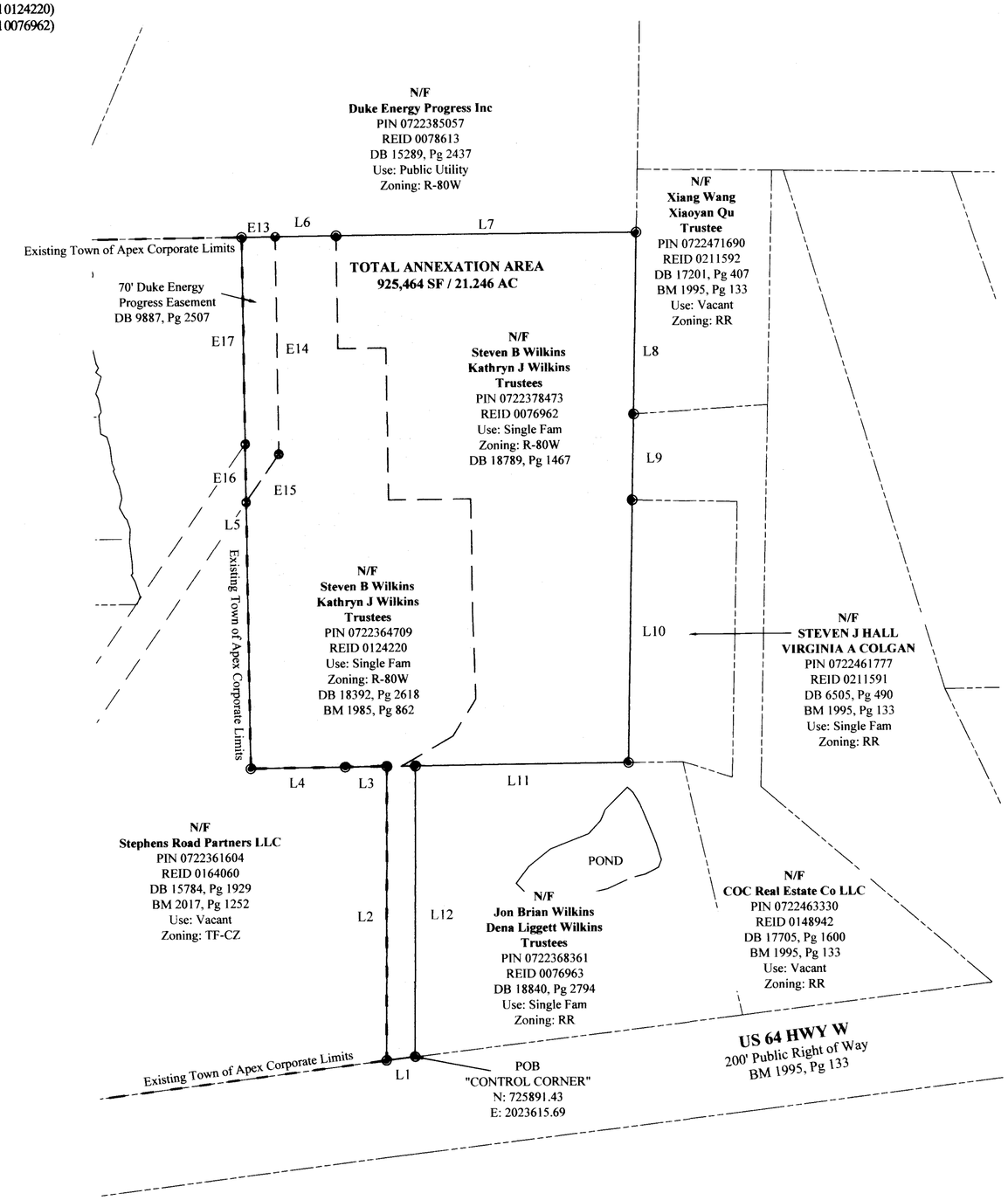
All that certain parcels of land, situated in Apex, Wake County, North Carolina, being known as REID# 0124220 & 0076962, Wake County Records, and being more particularly described as follows:

Beginning at an Iron Pipe found at the South East property corner of Steven B & Kathryn J Wilkins (REID 0124220, DB 18392, PG 2618), Wake County Records and South West property corner of Jon Brian & Dena Liggett Wilkins (REID 0076963, DB 18840, PG 2794), Wake County records and being designated as the Point of Beginning as shown on map made by Bateman Civil Survey Company, dated 9/23/2022 and entitled "Satellite Annexation Map for the Town of Apex" Apex, NC, Wake County, White Oak Township, REID# 0124220 & 0076962", having State Plane Coordinates N:725891.43, E:2023615.69; Thence S83°05'34"W, 60.51' to an Iron Pipe found; thence N00°33'05"E, 611.51' to an Iron Pipe found; thence S89°26'41"W, 86.36' to an Iron Pipe found; thence S89°32'43"W, 196.84' to an Iron Pipe found; thence N00°25'31"W, 1106.72' to an Iron Pipe found; thence N89°31'03"E, 196.62' to an Iron Pipe found; thence N89°45'15"E, 624.92' to an Iron Pipe found; thence S01°22'07"W, 378.11' to an Iron Pipe found; thence S01°24'13"W, 179.82' to an Iron Pipe found; thence S01°24'13"W, 546.04' to an Iron Pipe found; thence S89°25'59"W, 443.33' to an Iron Pipe found; thence S00°33'05"W, 604.83' to an Iron Pipe found. Said Iron Pipe being the Point of Beginning.

Said Annexation contains 925,464 square feet / 21.246 acres, more or less.

Class of Survey: D
Positional Accuracy: 0.06'
Date of Survey: July, 2022
Datum/Epoch: NAD83/NSRS2011
Geoid Model: 1B
Combined Grid Factors: 0.99991018
Units: US Survey Feet

LEGEND
- **IRON PIPE/REBAR SET**
- **IRON PIPE/REBAR FOUND**
- **COMPUTED POINT**
- **R/W MARKER FOUND**
- **POB POINT OF BEGINNING**
- **EXISTING PROPERTY-R/W LINE**
- **EXISTING EASEMENT LINE**
- **ANNEXATION LINE**
- **ANNEXATION AREA**
- **EXISTING CORPORATE LIMITS**



Line Table		
Line #	Direction	Length
L1	S83°05'34"W	60.51
L2	N00°33'05"E	611.51
L3	S89°26'41"W	86.36
L4	S89°32'43"W	196.84
L5	N00°25'31"W	1106.72
L6	N89°31'03"E	196.62
L7	N89°45'15"E	624.92
L8	S01°22'07"W	378.11
L9	S01°24'13"W	179.82
L10	S01°24'13"W	546.04
L11	S89°25'59"W	443.33
L12	S00°33'05"W	604.83

Easement Line Table		
Line #	Direction	Length
E13	N89°31'03"E	70.00
E14	S00°25'31"E	453.01
E15	S34°41'42"W	121.68
E16	N00°25'31"W	121.68
E17	N00°25'31"W	430.79

GRAPHIC SCALE
200 100 0 200
(IN FEET)
1 inch = 200 ft.

"I, Jeffrey W. Baker, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book 18392, page 2618, Book 18789, page 1467); that the boundaries not surveyed are clearly indicated as drawn from information found in Book 1985 Page 862; that the ratio of precision or positional accuracy as calculated is 1:10000+; that this plat was prepared in accordance with G.S. 47-30 as amended. witness my original signature, license number and seal this 23rd day of January, A.D. 2023."

Professional Land Surveyor
License Number-4412

NORTH CAROLINA PROFESSIONAL SEAL L-4412 LAND SURVEYOR JEFFREY W BAKER

I, Jeffrey W. Baker, Professional Land Surveyor No. L-4412 certify D. That the survey is of another category, such as the recombination of existing parcels, a court-ordered survey, or other exceptions to the definition of subdivision.

Jeffrey W. Baker, PLS L-4412 *1/23/23 date*

NOTES:

1. This survey was prepared by Bateman Civil Survey Co., under the supervision of Jeffrey W. Baker, PLS.
2. This plan has been prepared for layout and permitting purposes only.
3. Property lines shown were taken from existing field evidence, existing deeds and/or plats of public record, and information supplied to the surveyor by the client
4. All distances are horizontal ground distances and all bearings are North Carolina State Plane Coordinate System unless otherwise shown.
5. No investigation into the existence of jurisdictional wetlands or riparian buffers performed by this firm.
6. Surveyor has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence or any other facts that an accurate and current title search may disclose.
7. No Grid Monuments found within 2000'.
8. Tied to the National CORS Network through NC VRS.

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

_____
Allen Coleman, CMC, NCCCC, Town Clerk

UNLESS THIS MAP IS SIGNED AND SEALED BY THE SURVEYOR IN CHARGE, THIS MAP IS CONSIDERED PRELIMINARY AND NOT TO BE USED FOR RECORDING, CONVEYANCE OR SALES

NAD83/NSRS2011

Bateman Civil Survey Company
Engineers ● Surveyors ● Planners
2524 Reliance Ave., Apex, NC 27539
Phone: 919.577.1080 Fax: 919.577.1081
NCBELS FIRM No. C-2378

OWNER
STEVEN B. & KATHRYN J WILKINS TRUSTEES
3228 US HWY 64 W & 3212 US HWY 64 W
APEX, NC, 27523

SATELLITE ANNEXATION MAP
FOR THE TOWN OF APEX
APEX, NC, WAKE COUNTY, WHITE OAK TOWNSHIP
REID# 0124220 & 0076962

REV: 12/12/22
Designed By: N/A
Drawn By: ABB
Checked By: JCH
Scale: 1"=200'
Date: 09/23/2022
Project #:220473

SHEET
1 OF 1

PETITION FOR VOLUNTARY ANNEXATION

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

Application #:	2022-024	Submittal Date:	10-3-2022
Fee Paid	$ 200.00	Check #	CC

TO THE TOWN COUNCIL APEX, NORTH CAROLINA

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

OWNER INFORMATION

Wilkins Steven B Trustee, Wilkins Kathryn J Trustee	0722378473
Owner Name (Please Print)	Property PIN or Deed Book & Page #
Phone	E-mail Address
Wilkins Steven B Trustee, Wilkins Kathryn J Trustee	0722364709
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: _____

Phone: _____ Fax: _____

E-mail Address: _____

ANNEXATION SUMMARY CHART

Property Information		Reason(s) for annexation (select all that apply)	
Total Acreage to be annexed:	~~20.33~~ 21.246	Need water service due to well failure	☐
Population of acreage to be annexed:		Need sewer service due to septic system failure	☐
Existing # of housing units:	2	Water service (new construction)	☑
Proposed # of housing units:	0	Sewer service (new construction)	☑
Zoning District*:	R80W	Receive Town Services	☐

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

PETITION FOR VOLUNTARY ANNEXATION

Application #: 2022-024 Submittal Date: 10-3-2022

COMPLETE IF SIGNED BY INDIVIDUALS:

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

Steven B. Wilkins, Trustee — Please Print
Steven B. Wilkins - Trustee — Signature

Kathryn J. Wilkins, Trustee — Please Print
Kathryn J. Wilkins, Trustee — Signature

_____ — Please Print
_____ — Signature

_____ — Please Print
_____ — Signature

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, DANIEL H. WOODS, a Notary Public for the above State and County, this the 29 day of, SEPTEMBER, 2022.

SEAL

DANIEL H. WOODS Notary Public

My Commission Expires: 11/18/2023

COMPLETE IF A CORPORATION:

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

Corporate Name _____

SEAL

By: _____
President (Signature)

Attest:

_____
Secretary (Signature)

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

_____
Notary Public

SEAL

My Commission Expires: _____

PETITION FOR VOLUNTARY ANNEXATION

Application #: 2022-024 Submittal Date: 10-3-2022

COMPLETE IF IN A LIMITED LIABILITY COMPANY

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

Name of Limited Liability Company _____

By: _____
Signature of Member/Manager

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

_____
Notary Public

SEAL

My Commission Expires: _____

COMPLETE IF IN A PARTNERSHIP

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

Name of Partnership _____

By: _____
Signature of General Partner

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

_____
Notary Public

SEAL

My Commission Expires: _____

PAYMENT DATE
10/04/2022

COLLECTION STATION
eSuites

RECEIVED FROM
Jeff Roach - Peak Engineering

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

BATCH NO.
2023-00000975

RECEIPT NO.
2023-00061519

CASHIER
Tony Ibanez

DESCRIPTION
Annexation #747 - Apex Light Industrial (Hwy 64) - 2022-00000024 Online Payment

PAYMENT CODE	RECEIPT DESCRIPTION	TRANSACTION AMOUNT
PPC	PROJECT PLANNING CENTER FEES . Annexation #747 - Apex Light Industrial (Hwy 64) - 2022-00000024 Online Payment	$200.00

Payments:

Type	Detail	Amount
Other	CHG	$200.00

Total Amount: **$200.00**

Custom

Printed by: Tony Ibanez

10/04/2022 01:11:21 PM

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: March 14, 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 March 28, 2023, on the Question of Annexation - Apex Town Council's intent to annex 18.613 acres, the Townes at Chapel Ridge, Annexation No. 748 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

- CN3-A1: Resolution Directing the Town Clerk to Investigate Petition
  - Certificate of Sufficiency by the Town Clerk
  - Resolution Setting Date of Public Hearing
- CN3-A2: Legal Description – Annexation No. 748
- CN3-A3: Aerial Map – Annexation No. 748
- CN3-A4: Plat Map – Annexation No. 748
- CN3-A5: Annexation Petition – Annexation No. 748

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

Annexation Petition#748
The Townes at Chapel Ridge – 18.613 acres

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

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

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

This the 14th day of March, 2023.

_____
Jacques K. Gilbert
Mayor

ATTEST:

_____
Allen L. Coleman, CMC, NCCCC
Town Clerk

CERTIFICATE OF SUFFICIENCY BY THE TOWN CLERK

Annexation Petition#748
The Townes at Chapel Ridge – 18.613 acres

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town of Apex, North Carolina this 14th day of March, 2023.

_____
Allen L. Coleman, CMC, NCCCC
Town Clerk

(Seal)

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

Annexation Petition#748
The Townes at Chapel Ridge – 18.613 acres

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

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

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

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

Section 1. A public hearing on the question of annexation of the area described herein will be held at the Apex Town Hall at 6 o'clock p.m. on the 28th day of March, 2023.

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

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

This the 14th day of March, 2023.

_____
Jacques K. Gilbert, Mayor

ATTEST:

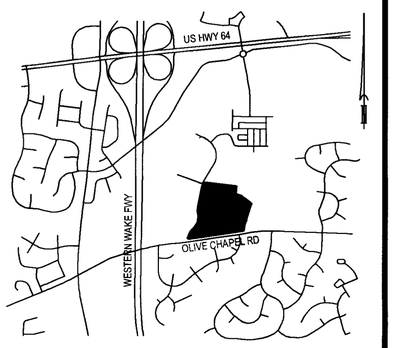
_____
Allen L. Coleman, Town Clerk

Attachment: Legal Description

Chapel Ridge overall annexation plat

Beginning at an existing iron pipe on the eastern right of way of Chapel Ridge Road (Variable Width Public R/W), said pipe having NC grid coordinates (NAD 83 – 2011) of N=724,296.53, E=2,033,345.72, thence from said beginning point leaving said right of way South 83°24'52" East 567.88 feet to an existing iron pipe, thence South 83°21'57" East 99.74 feet to an existing iron pipe, thence South 06°32'09" West 153.92 feet to an existing iron pipe, thence South 73°20'32" East 112.24 feet to an existing iron pipe, thence South 51°49'45" East 259.77 feet to an existing iron pipe, thence South 17°49'15" West 448.39 feet to an existing iron pipe, thence South 06°52'59" West 114.60 feet to an existing iron pipe on the northern right of way of Olive Chapel Road (SR 1160) (Variable Width Public R/W), thence with said right of way South 81°11'19" West 253.55 feet to an existing iron pipe, thence leaving said right of way North 06°02'39" East 416.28 feet to an existing iron pipe, thence North 71°01'27" West 236.08 feet to an existing iron pipe, thence North 57°21'55" West 201.55 feet to an existing iron pipe on the right of way of Barnside Lane (45’ Public R/W), thence with said right of way along curve to the right having a radius of 50.00 feet, an arc length of 39.88 feet, and a chord bearing and distance of South 55°35'39" West 38.83 feet to an existing iron pipe, thence leaving said right of way South 11°39'23" East 629.99 feet to an existing iron pipe on the northern right of way of Olive Chapel Road (SR 1160) (Variable Width Public R/W), thence with said right of way South 81°34'12" West 538.21 feet to an existing iron pipe, thence South 81°52'03" West 43.17 feet to an existing iron pipe, thence South 82°17'06" West 111.06 feet to an existing iron pipe on the western right of way of Chapel Ridge Road (Variable Width Public R/W), thence leaving Olive Chapel Road right of way and with Chapel Ridge Road right of way along a curve to the left having a radius of 30.00 feet, an arc length of 44.95 feet, and a chord bearing and distance of North 39°47'23" East 40.86 feet to an existing iron pipe, thence along a curve to the right having a radius of 227.00 feet, an arc length of 193.92 feet, and a chord bearing and distance of North 21°18'33" East 188.08 feet to an existing iron pipe, thence North 45°46'57" East 115.00 feet to an existing iron pipe, thence along a curve to the left having a radius of 194.00 feet, an arc length of 201.46 feet, and a chord bearing and distance of North 16°01'54" East 192.53 feet to an existing iron pipe, thence along a curve to the right having a radius of 424.54 feet, an arc length of 180.20 feet, and a chord bearing and distance of North 01°33'27" West 178.85 feet to an existing iron pipe, thence North 10°36'09" East 173.38 feet to an existing iron pipe, thence North 10°46'29" East 11.60 feet to an existing iron pipe, thence leaving said right of way South 79°13'31" East 50.00 feet to an existing iron pipe on the eastern right of way of Chapel Ridge Road (Variable Width Public R/W), thence with said right of way North 10°46'29" East 219.28 feet to an existing iron pipe, thence along a curve to the right having a radius of 400.00 feet, an arc length of 108.42 feet, and a chord bearing and distance of North 18°11'52" East 108.09 feet to the point and place of beginning, containing an area of 18.613 acres (810,762 Sq Ft) more or less.


Prepared by Town of Apex Planning Department
January, 2023
October 2022 Aerial Photography
Annexation #748
Beckett Crossing
Chapel Ridge
Clark Farm Rd
Chapel Ridge Rd
540
NC 540 Hwy SB
NC 540 Hwy NB
Olive Chapel Professional Park
540 Flex and Business Park
Olive Chapel Rd
Ashley Downs
Ashley Downs Dr
Patterson Grove Rd
Pearson Farms
Chenworth Dr
0
250
500
Feet



VICINITY MAP NOT TO SCALE

LEGEND
(AI)-AREA INLET
(CB)-CATCH BASIN
(CO)-CLEANOUT
(FES)-FLARED END SECTION
(FH)-FIREHYDRANT
(IPF)-IRON PIPE FOUND
(SSMH)-SAMITARY SEWER MANHOLE
(WMH)-WATER MANHOLE
(WV)-WATER VALVE
100 YEAR FLOODLINE
BOUNDARY LINE
BOUNDARY LINE NOT SURVEYED
EASEMENT
FLOODPLAIN
POND/STREAM
RIGHT OF WAY
RIPARIAN BUFFER

ADDRESS 1234

NEW ANNEX AREAS

WETLAND AREAS

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S 82°17'06" W	111.06'
L2	N 10°46'29" E	11.60'
L3	S 79°13'31" E	50.00'

CURVE TABLE					
CURVE	ARC LEN.	RADIUS	DELTA ANG.	CHORD BRG.	CHORD LEN.
C1	51.52'	30.00'	098°23'44"	N 48°56'05" W	45.42'
C2	140.62'	177.00'	045°31'10"	N 23°01'22" E	136.95'
C3	253.38'	244.00'	059°29'55"	N 16°01'55" E	242.15'
C4	158.98'	374.54'	024°19'12"	N 01°33'27" W	157.79'
C5	39.27'	25.00'	090°00'00"	N 55°36'09" E	35.36'
C6	100.76'	234.50'	024°37'10"	N 88°17'34" E	99.99'
C7	19.18'	25.00'	043°57'20"	S 82°02'21" E	18.71'
C8	36.21'	50.00'	041°29'40"	S 80°48'31" E	35.42'
C9	39.88'	50.00'	045°42'00"	N 55°36'39" E	38.83'
C10	61.86'	50.00'	070°52'56"	N 02°41'49" W	57.99'
C11	106.84'	50.00'	122°26'28"	S 80°38'55" W	87.64'
C12	26.27'	25.00'	060°12'39"	S 49°32'35" W	25.08'
C13	69.30'	189.50'	020°57'14"	N 89°52'28" W	68.92'
C14	39.27'	25.00'	090°00'00"	N 34°23'51" W	35.36'
C16	108.42'	400.00'	015°31'51"	N 18°11'52" E	108.09'
C17	44.95'	30.00'	85°50'37"	N 39°47'23" E	40.86'
C18	193.92'	227.00'	48°56'48"	N 21°18'33" E	188.08'
C19	201.46'	194.00'	59°29'55"	N 16°01'54" E	192.53'
C20	180.20'	424.54'	24°19'12"	N 01°33'27" W	178.85'
C21	244.78'	50.00'	280°30'04"	S 20°18'43" E	63.94'

SURVEY NOTES
1. NO NGS MONUMENT FOUND WITHIN 2,000 FEET OF THE SITE.
2. THE FOLLOWING INFORMATION WAS USED TO OBTAIN NC GRID NAD 83 (2011), NAVD88 (GEOID 12B) STATE PLANE COORDINATES (SPC) FOR THIS PROJECT:
2.1. CLASS OF SURVEY: URBAN LAND SURVEYS (CLASS A)
2.2. POSITIONAL ACCURACY: 0.03' (H), 0.07' (V)
2.3. GPS FIELD PROCEDURE: VRS
2.4. DATE OF SURVEY: 03/31/2021
2.5. DATUM/EPOCH: NAD 83 (2011), EPOCH 2010.00
2.6. PUBLISHED DATE/FIXED CONTROL USED: VRS, NCRD
2.7. GEOID MODEL: GEOID 12B
2.8. COMBINED GRID FACTOR:
2.9. UNITS: U.S. SURVEY FEET
2.10. GRID/GROUND POINT: Y(N) 724,296.53 X(E) 2,033,345.72
3. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES IN U.S. SURVEY FEET UNLESS OTHERWISE NOTED.
4. ALL AREAS DERIVED BY THE COORDINATE COMPUTATION METHOD.
5. PROPERTY SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD. THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH NORTH CAROLINA STANDARDS, G.S. 47-30, AND REQUIREMENTS OF LAW, BUT A NORTH CAROLINA LICENSED ATTORNEY-AT-LAW SHOULD BE CONSULTED REGARDING CORRECT OWNERSHIP, WIDTH, AND LOCATION OF EASEMENTS AND OTHER TITLE QUESTIONS REVEALED BY TITLE EXAMINATION.
6. LINES NOT SURVEYED ARE SHOWN AS BROKEN LINES FROM INFORMATION REFERENCED ON THE FACE OF THIS PLAT.
7. PORTIONS OF SUBJECT PROPERTY IS LOCATED WITHIN A FLOOD HAZARD AREA ACCORDING TO FLOOD INSURANCE RATE MAP 3720073200K DATED JULY 19, 2022.
8. LOCATION OF UTILITIES, WHETHER PUBLIC OR PRIVATE, IS BASED UPON FIELD LOCATION OF VISIBLE APPURTENANCES ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY LOCATION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION. WITHERSRAVENEL CANNOT ASSUME RESPONSIBILITY FOR MISIDENTIFICATION OR OMISSION OF UNDERGROUND UTILITIES.
9. WETLAND DELINEATION AND RIPARIAN BUFFER DETERMINATIONS BY WITHERSRAVENEL ON MARCH 23, 2021.

SURVEYOR'S CERTIFICATION
I, STEPHEN B. MULLINS, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED AS SHOWN HEREON); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION SHOWN ON THE FACE OF THIS MAP; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY AS CALCULATED IS 1:66,738+; AND THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 12th DAY OF JANUARY, A.D., 2023.

STEPHEN B. MULLINS, PROFESSIONAL LAND SURVEYOR L-3059

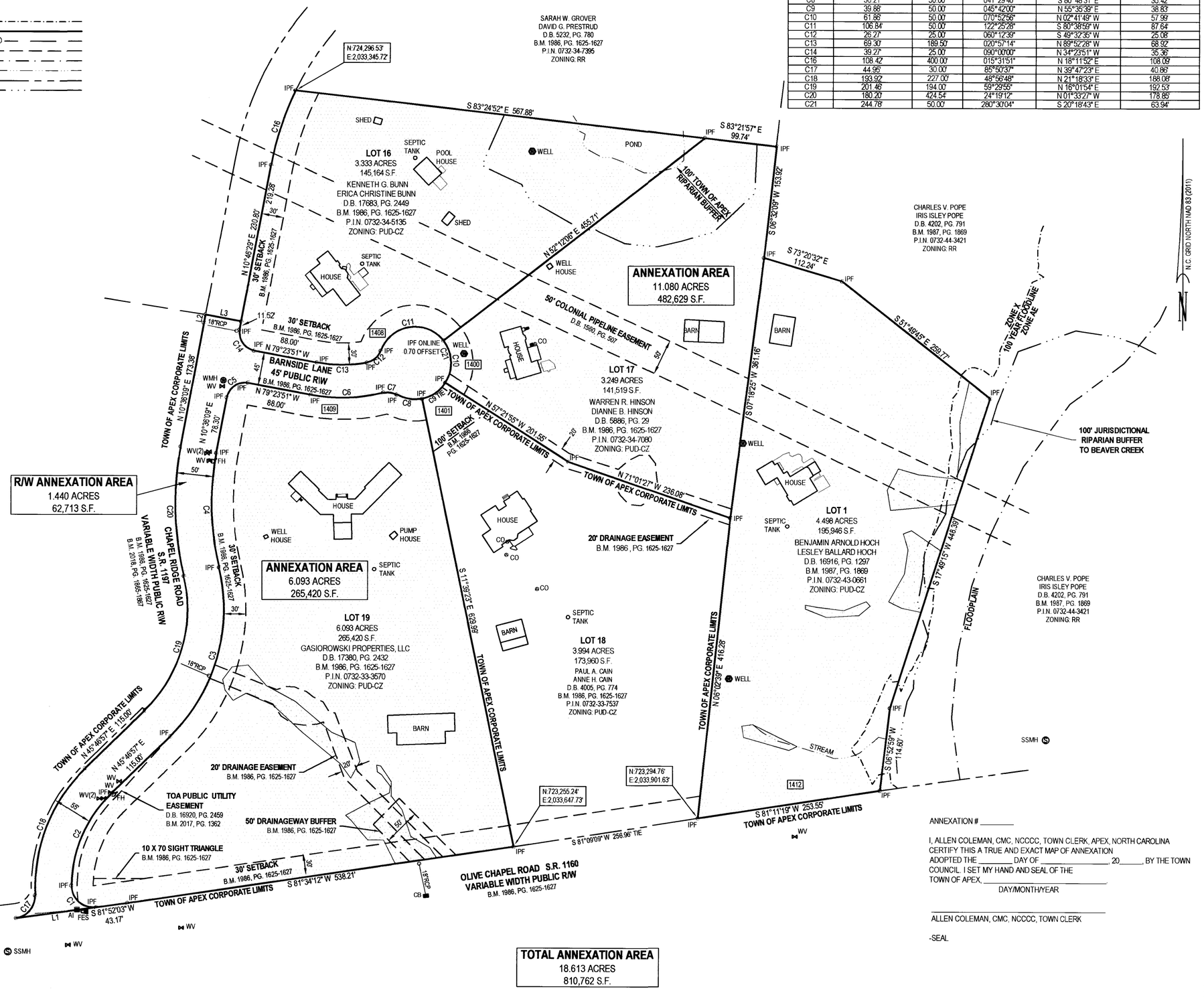
TYPE OF PLAT
I, STEPHEN B. MULLINS, PROFESSIONAL LAND SURVEYOR LICENSE NO. L-3059, CERTIFY TO ONE OF THE FOLLOWING AS CHECKED BELOW;

THAT THE SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXEMPTION OR EXCEPTION TO THE DEFINITION OF SUBDIVISION.

STEPHEN B. MULLINS, PROFESSIONAL LAND SURVEYOR L-3059

NORTH CAROLINA PROFESSIONAL SEAL L-3059 LAND SURVEYOR STEPHEN B. MULLINS

GRAPHIC SCALE
100' 0' 50' 100' 200'
1 INCH = 100 FEET



ANNEXATION # _____

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

_____
ALLEN COLEMAN, CMC, NCCCC, TOWN CLERK

-SEAL

DATE: 10-17-2022	ANNEXATION MAP FOR THE TOWN OF APEX	
SCALE: 1"=100'	KENNETH G. BUNN & ERICA CHRISTINE BUNN, WARREN R. HINSON & DIANNE B. HINSON, GASIOROWSKI PROPERTIES, LLC, BENJAMIN ARNOLD HOCH & LESLEY BALLARD HOCH PROPERTY	
SURVEYED BY: AB		
DRAWN BY: SBM & MJB		
CHECK & CLOSURE BY: SBM		
CAD FILE: ANNEX 10-17-22.dwg		
PROJECT NO: 02201034.00	TOWNSHIP: WHITE OAK / COUNTY: WAKE / STATE: NORTH CAROLINA	
	P.I.N.: SEE MAP / ZONING: PUD-CZ / SHEET: 1 OF 1	

WithersRavenel
Engineers | Planners | Surveyors
115 MacKenan Drive | Cary, NC 27511
t: 919.469.3340 | license #: F-1479 | www.withersravenel.com

PETITION FOR VOLUNTARY ANNEXATION

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

Application #:		Submittal Date:	
Fee Paid	$	Check #	

TO THE TOWN COUNCIL APEX, NORTH CAROLINA

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

OWNER INFORMATION

Kenneth G and Erica C. Bunn	0732345135
Owner Name (Please Print)	Property PIN or Deed Book & Page #
919.889.0553	kenbunn@me.com
Phone	E-mail Address
Warren and Dianne Hinson	0732347080
Owner Name (Please Print)	Property PIN or Deed Book & Page #
919.215.0514	wrhinson@bellsouth.net
Phone	E-mail Address
Gasiorowski Properties, LLC.	0732333570
Owner Name (Please Print)	Property PIN or Deed Book & Page #
919.303.9690	john@thebenefitadvisors.com
Phone	E-mail Address

See next page

SURVEYOR INFORMATION

Surveyor: WithersRavenel - Burb Mullins, PLS

Phone: 919.469.3340 Fax:

E-mail Address: smullins@withersravenel.com

ANNEXATION SUMMARY CHART

Property Information		Reason(s) for annexation (select all that apply)	
Total Acreage to be annexed:	17.17 ac	Need water service due to well failure	☐
Population of acreage to be annexed:	8	Need sewer service due to septic system failure	☐
Existing # of housing units:	4	Water service (new construction)	☑
Proposed # of housing units:	79	Sewer service (new construction)	☑
Zoning District*:	PUD-CZ	Receive Town Services	☑

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

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: March 14, 2023

Item Details

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

Department(s): Water Resources

Requested Motion

Motion to approve a 5-Year Standard Services Contract with OW Investors, LLC, dba MARS Company, and to authorize the Town Manager to execute on behalf of the Town.

Approval Recommended?

Yes

Item Details

Mars Company provides equipment, software, and annual calibration of the water meter test bench. Apex has enjoyed this working relationship and recommend approving the contract for a 5-year term at the rates provided for the same period.

Attachments

- A1: Standard Services Contract - OW Investors LLC dba MARS Company
- A2: Proposal – MARS Company Equipment, Software, and Services Contract

DocuSign Envelope ID: 95030A39-3D1B-4131-9BE0-AD55CF9DE9BA

STATE OF NORTH CAROLINA **PURCHASE ORDER #** Click here to PO #

COUNTY OF WAKE **STANDARD SERVICES AGREEMENT**

THIS STANDARD SERVICES AGREEMENT (hereinafter "Agreement") is entered into this _____ day of _____, 2023 by and between, OW Investors, LLC dba Mars Company , a Florida limited liability company with its principal business offices located at 3925 SW 13th Street, Ocala, Florida 34474 (the "Contractor"), and the Town of Apex, a municipal corporation of the State of North Carolina, (the "Town"). Town and Contractor may collectively be referred to as "Parties" hereinafter.

WITNESSETH:

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

1. SCOPE OF SERVICES.

The Contractor agrees to perform for the Town the following services: Annual maintenance, calibration and certification of the Mars meter test bench and staff training as indicated in detail on the attached proposal and scope of service dated February 13, 2023, hereinafter "Schedule 1"

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

2. SPECIFICATIONS.

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

3. TIME OF COMMENCEMENT AND COMPLETION.

Contractor shall commence the work required in this Agreement no more than 30 days after the date of execution of this Agreement, and the Contractor shall complete entire work no later than 6/30/2028. If a Scope of Services is provided Contractor shall also comply with all timelines and deadlines documented in the Scope of Services. If Contractor has not satisfactorily commenced or completed the work within the times specified, the Town may declare such delay a material breach of contract and may pursue all available legal and equitable remedies. Any changes to the schedule(s) provided in the Agreement must be agreed to in writing by the Town and the Contractor.

4. CONSIDERATION AND PAYMENT OF SERVICES.

In consideration of the above services, the Town will pay the Contractor the total sum of $ as indicated on Schedule 1 Price Summary of the Mars Proposal to be paid according to the following schedule: 30 days from receipt of invoice. Town has the right to require tor to produce for inspection all of Contractor's

DocuSign Envelope ID: 95030A39-3D1B-4131-9BE0-AD55CF9DE9BA

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

5. INDEMNIFICATION.

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

6. APPLICABILITY OF LAWS AND REGULATIONS.

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

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

7. E-VERIFY COMPLIANCE.

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

8. ANTI-HUMAN TRAFFICKING.

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

9. QUALITY AND WORKMANSHIP.

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

10. INSURANCE.

The Contractor shall maintain valid general liability insurance in the minimum amount of $1,000,000, 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'

DocuSign Envelope ID: 95030A39-3D1B-4131-9BE0-AD55CF9DE9BA

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

11. PRE-PROJECT SAFETY REVIEW MEETING.

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

12. DEFAULT.

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

13. TERMINATION FOR CONVENIENCE.

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

14. NOTICE.

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

TO CONTRACTOR:

OW Investors, LLC. dba Mars Company
3925 SW 13th Street
Ocala, Florida 34474
jbutt@marswater.com

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

15. DELAY BEYOND THE CONTROL OF THE PARTIES.

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

DocuSign Envelope ID: 95030A39-3D1B-4131-9BE0-AD55CF9DE9BA

current circumstances. In the event of changes in performance times or service costs caused by the COVID-19 pandemic the Town reserves the right to terminate this Agreement in accordance with its terms. The Parties agree that they shall not be liable to each other for any delays, expenses, losses, or damages of any kind arising out of the impact of the COVID-19 pandemic.

16. NONWAIVER FOR BREACH.

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

17. CONSTRUCTION.

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

18. NO REPRESENTATIONS.

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

19. SEVERABILITY.

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

20. COUNTERPARTS.

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

21. MODIFICATION.

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

22. BINDING EFFECT.

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

23. ASSIGNMENT.

DocuSign Envelope ID: 95030A39-3D1B-4131-9BE0-AD55CF9DE9BA

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

24. INDEPENDENT CONTRACTOR.

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

25. NON-APPROPRIATION.

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

26. IRAN DIVESTMENT ACT CERTIFICATION.

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

27. NONDISCRIMINATION.

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

28. ELECTRONIC SIGNATURE.

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

DocuSign Envelope ID: 95030A39-3D1B-4131-9BE0-AD55CF9DE9BA

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

Name: OW Investors LLC, dba MARS Company
Name of Contractor (type or print)

By: DocuSigned by: Jeff Butt
(Signature)

Title: Vice President Operations

Attest:

DocuSigned by: John Dickey
(Secretary, if a corporation)

John Dickey Sr. Director of Finance & Controller

Town of Apex

Catherine Crosby, Town Manager

Attest:

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

DocuSign Envelope ID: 95030A39-3D1B-4131-9BE0-AD55CF9DE9BA

Prepared By:	Prepared For:	Proposal:	
MARS Company	Town of Apex Water Resources ("Customer")	Quote:	021323TOA
Attn: Jim Hendricks	Attn: Jessica Sloan	Contract Price:	$57,433
3925 SW 13th Street	105-A Upchurch St. PO Box 250	Proposal Date:	02/13/2023
Ocala Florida 34474	Apex, NC 27502	Proposal Expires:	03/14/2023
(352) 843-0532	(919) 372-7478	Term:	Five (5) year

Equipment, Software, and Services Contract

WHEREAS

The Equipment, Software and Services Contract (“Contract”) and its Schedules are made pursuant to the terms of the MARS Warranty, General Terms and Conditions between Customer and OW Investors, LLC. Dba MARS Company of 3925 SW 13th St., Ocala, Florida (the "MARS").

The Customer accepts the offer on the terms and conditions specified in this Contract.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

I. Price Summary:
Please refer to Schedule 1 for details.

II. Equipment, Software and Services List:
Equipment list: Please refer to Schedule 2 for details.

III. Non-Standard Terms and Conditions
Please refer to Schedule 3 for details.

IV. Validity of Agreement
This Contract shall commence on the date of final execution "Effective Date" and shall be in force for the Term.

V. List of Schedules
Schedule 1 - Price Summary
Schedule 2 - Equipment List
Schedule 3 - Non-Standard Terms and Conditions
Schedule 4 - MARS Warranty, General Terms and Conditions
Schedule 5 - MARS Calibration Certification - General Conditions of Service and Maintenance Agreement (if applicable)

THE MODIFICATION(S) IN SCHEDULE 4 SUPERSEDE AND HAVE CONTROL OVER THE MARS Warranty, General Terms and Conditions.

IN WITNESS WHEREOF the Parties have caused this Agreement to be duly executed.

For and on Behalf of MARS Company:

_____

Name: David B. Corey
Title: CEO
Date:

For and on Behalf of Town of Apex Water Resources

_____

Name:
Title:
Date:

DocuSign Envelope ID: 95030A39-3D1B-4131-9BE0-AD55CF9DE9BA

Schedule 1 - Price Summary

Town of Apex Proposal

				CY 2023[13]	
		Qty	Model Number	Annual Fee	One-Time Fee[9]
Equipment Maintenance	**MARS Calibration Certification (MCC) - Annual[6]**				
	➢ **Series 1010 Volumetric Test Bench System**	1	81-00001-13	$12,749	
	Sub-Total			$12,749	

Sub Grand Total	**$12,749**	
MARS Calibration Certification (MCC) - Annual	$12,749	
Grand Total (Including Any Applicable Discounts)	**$12,749**	

Notes:

1- If MCC is purchased, MCC does not reflect Prevailing Wage labor rates except in CA, NJ, NY, and TX.

4- All M3 Upgrade and MCC must be coordinated with MARS and pricing is valid for 30 days from the date of this proposal.

5- MARS General Terms and Conditions apply to this proposal.

6- If MCC is purchased, it includes quantity of 1 separate MCC visit(s) per 12 month period.

9- One-Time Fee includes T&E, installation labor, and training.

11- The pricing does NOT include any compliance to seismic requirements, bonding fees, taxes, duties, or tariffs, if applicable.

12- Pricing does not include permits or other applicable fees. MARS Company is not responsible for permits.

13- The firm pricing above is valid for 30 days from the date of quotation. Budgetary pricing (subject to change) is valid for the calendar year beginning Jan. 1 and ending Dec 31 of the respective year.

M3 Software Multi-Year Subscription Renewal Discount:	2% discount on std annual subscription renewal with 5 year contract; 4% discount when prepaid.
MCC Multi-Year Subscription Renewal Discount:	2% discount on std annual subscription renewal with 5 year contract; 4% discount when prepaid.

DocuSign Envelope ID: 95030A39-3D1B-4131-9BE0-AD55CF9DE9BA

Schedule 1 - Price Summary (Continued)

MULTI-YEAR OPTIONS

Town of Apex Proposal

STANDARD vs MULTI-YEAR DISCOUNTED PRICING - PAYMENT TERMS: ANNUALLY

MAINTENANCE CALIBRATION & CERTIFICATION (MCC) - PRIORITY

Equipment	Contract Options	Multi-Year Contract Discount[7]	MCC - 2023	2024	2025	2026	2027	5-Year Sub-Total	5-Year MCC Savings	Compounded Savings %
(1) Series 1010 Volumetric Test Bench System	Non-Contracted	0%	$ 10,290	$ 11,062	$ 11,892	$ 12,784	$ 13,743	$ 59,771		0%
	5-Year Contract	2%	$ 12,749	$ 12,084	$ 11,454	$ 10,856	$ 10,290	$ 57,433	$ 2,338	4%

Notes: 1- MCC does not reflect Prevailing Wage labor rates
2- Multi-year discounts are based on annual payment in full in advance of the respective five year contract amount.
3- All Discounts are year to year and require customer to be actively engaged in respective discount category
4- All M3 Upgrade and MCC must be coordinated with MARS and pricing is valid for 30 days from the date of this proposal
5- MARS Warranty, General Terms and Conditions (the "Terms") apply to this proposal
8- X-Year Contract fee is calculated as follows: previous year fee times (One plus (respective Multi-Year Contract Discount percentage subtracted from the respective prevailing standard increase percentage)).

DocuSign Envelope ID: 95030A39-3D1B-4131-9BE0-AD55CF9DE9BA

Schedule 2 - Equipment List

In accordance with this contract agreement, MARS Company will provide Town of Apex Water Resources with the following Equipment:

• Provide MARS Calibration Certification (MCC) annual service for the MARS Series 1010 Volumetric Test Bench System

DocuSign Envelope ID: 95030A39-3D1B-4131-9BE0-AD55CF9DE9BA

Schedule 3 - Non-Standard Terms and Conditions

Non-Standard Terms & Conditions:

NONE

DocuSign Envelope ID: 95030A39-3D1B-4131-9BE0-AD55CF9DE9BA

Schedule 4 - MARS Warranty, General Terms and Conditions

DocuSign Envelope ID: 95030A39-3D1B-4131-9BE0-AD55CF9DE9BA

MARS COMPANY
WARRANTY, GENERAL TERMS AND CONDITIONS

1) General. These terms and conditions (these "**Terms**"), the Equipment, Software and Services Contract (the "**Contract**") and its Schedules, the M3 Enterprise Software End User License Agreement (the "**EULA**"), MARS Calibration Certification - General Conditions of Service and Maintenance Agreement (the "**MCC**"), any proposal from MARS Company received by Purchaser (the "**Proposal**"), any purchase order and any change orders attached and incorporated hereto, (collectively, this "**Agreement**") are supplemental to the Standard Service Agreement (the "**SSC**") between the Town of Apex and MARS Company. "**MARS On-Premise Equipment**" means computer, software and related equipment including but not limited to (i) computer servers and server operating system software, (ii) test bench computers and operating system software, and (iii) routers, and (iv) mobile test bench laptop computers and operating system software that are owned by MARS and provided to the Licensee (defined hereafter) to use during the M3 Software subscription or usage term. "**Equipment**" means the hardware, parts, iPads, cables, printers, and accessories, excluding MARS On-Premise Equipment, sold under the purchase order accompanying these Terms. "**Software**" means the M3 enterprise software, including any updates, upgrades, versions, enhancements, and/or any new features (collectively, the "Software" and together with the Equipment and the MARS On-Premise Equipment, the "**MARS Test Bench Solution**"). "**Purchaser**" means the entity buying the Equipment or Software pursuant to the Contract or purchase order accompanying these Terms. "**Licensee**" means the entity identified on the Contract by and between these parties. "**Services**" means all labor, supervisory, technical and engineering, installation, repair, consulting or other services provided by MARS Company related to the Equipment. Last two sentences deleted.

2) Delivery of Equipment and Performance of Services.

a) All Equipment to fulfill MARS' obligations under this Agreement is delivered F.O.B. to destination designated by Purchaser. The date on which the Equipment (which may include pre-loaded Software) is delivered to Purchaser is the "**Delivery Date**."

b) If the scheduled Delivery Date is delayed by Purchaser or by a force majeure event, MARS Company may move the Equipment to a temporary storage location approved by the Purchaser for the account of and at the risk of Purchaser whereupon it shall be deemed to be delivered, the date of such deemed delivery shall be the Delivery Date, and payment for the delivered Equipment and Software shall be due in accordance with Section 5(b). All expenses for the temporary storage transportation, storage fees, redelivery fees, etc. shall be the sole responsibility of Purchaser and payable to MARS Company together with payment for Equipment and Software in accordance with Section 5(b).

c) Shipping and delivery times are contingent upon Purchaser's timely approvals and delivery by Purchaser of any documentation required for MARS Company's performance hereunder.

d) Claims for shortages or other errors in delivery must be made in writing to MARS Company within ten (10) days of the Delivery Date. Claims for damage caused by delivery shall be made directly by Purchaser with the common carrier.

e) Except as expressly set forth herein, Purchaser may not return any goods without MARS's written consent. All returns are subject to a restocking fee/handling charge of 25%, which may change from time to time. Contact MARS to determine the exact amount. If the goods are specially ordered by the Purchaser, they cannot be returned to MARS, MARS shall have no obligation to accept the return of the goods, and Purchaser shall remain liable for the entire purchase price of the goods.

f) MARS Company shall provide, and Purchaser shall pay for MARS Company's performance of, the Services described in one or more statements of work executed by MARS Company and any person listed as Purchaser's authorized representative in writing by Purchaser. With respect to the Services, Purchaser shall (i) cooperate with MARS Company in all matters relating to the Services and provide such reasonable access to Purchaser's premises, and such office accommodation and other facilities as may reasonably be requested by MARS Company, for the purposes of performing the Services; (ii) respond promptly to any MARS Company request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for MARS Company to perform Services in accordance with the requirements of this Agreement; (iii) provide such materials or information as MARS Company may reasonably request to perform the Services in a timely manner; and (iv) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.

3) Purchase Order and Acceptance.

a) Purchaser shall be deemed to accept these Terms upon the execution of the SSC

4) Purchase Price and Service and Software Fees.

a) The purchase price of the Equipment and the hourly rates for Services are set forth in the Contract. Unless otherwise agreed by the parties in writing, all Proposals expire thirty (30) days from the date thereof.

b) Unless otherwise stated in a statement of work, the hourly rates set forth in the Contract is based on Services performed during normal business hours (8 a.m. to 5 p.m. Monday through Friday). Any Services performed on: (i) a business day outside of normal business hours or on a Saturday will be billed at one and one-half (1 1/2) times the hourly rate; (ii) Sunday will be billed at two (2) times the hourly rate; and (iii) a federal holiday, including any falling on a Saturday or Sunday, will be billed at three (3) times the hourly rate. If a Services rate sheet is attached hereto, the applicable Services rates shall be those set forth in the rate sheet. Service rates are subject to change without notice.

c) The purchase price of the Equipment does not include any federal, state or local property, license, permits, privilege, sales, use, excise, gross receipts, manufacturer's tax, occupation tax, transfer tax, privilege tax, excise tax, duty, custom, tariff, inspection or testing fee, or any other tax, fee, interest or charge of any nature whatsoever, whether international, national, state, or local, however designated, which is levied or imposed by any governmental authority, on or measured by the transaction between MARS Company and Purchaser, shall be paid by Purchaser in addition to the prices quoted or invoiced, or in lieu thereof the Purchaser shall supply MARS Company with an appropriate tax exemption certificate. In the event MARS Company is required to pay any such tax, fee, interest or charge, Purchaser shall reimburse MARS Company therefore. If Purchaser is exempt from the payment of any tax or holds a direct payment permit, Purchaser shall, upon submitting a purchase order, provide MARS Company a copy, acceptable to the relevant governmental authorities of any such certificate or permit. Purchaser agrees that, in the event of a Significant Cost Increase, MARS may increase the price of the MARS Test Bench Solution in an equitable amount for so long as such Significant Cost Increase is occurring. A "Significant Cost Increase" for purposes of this Agreement and any purchase order or similar issued hereunder shall be an increase of five percent (5%) or more of the then-prevailing aggregate cost to MARS of raw materials, energy and transportation costs incurred in connection with the manufacture, delivery and/or servicing of any component of the MARS Test Bench Solution. In the event a Significant Cost Increase is no longer occurring, the price of the MARS Test Bench Solution shall revert back to that of the applicable purchase order.

d) Services fees, including but not limited to MARS calibration certification equipment maintenance and services (MCC) fees, shall be (i) designated in the manner set forth on the Proposal or the MCC. and (ii) payable ANNUALLY IN ADVANCE of performance of Services.

e) Software fees shall be (i) designated in the manner set forth on the Proposal or the Contract, and (ii) payable ANNUALLY IN ADVANCE of Software activation, renewal, re-activation, etc.; as appropriate.

f) In the event Purchaser prepays Software fees to be applied against future MARS Services projects, Purchaser shall have twelve (12) months from the effective date of the Schedule of Software and Services to utilize the prepaid Fees towards a Services project. Any Fee credits shall expire after twelve (12) months and Purchaser shall not be entitled to any refund.

g) If Licensee purchased an On-Premise Subscription Usage License, then:

(i) Software fees shall be calculated based upon the monthly pro-rated amount of M3 Annual Meter Testing Usage and respective M3 Usage Tier and Usage Tier Discount as follows: the multiplication of each of the amounts: (i) One (1) subtracted by the Usage Tier Discount, and (ii) prevailing annual On-Premise Subscription Term License.

(ii) By way of example, if Licensee M3 Annual Meter Testing Usage exceeds Usage Tier I during five months into a 12-month renewal term and does not exceed Usage Tier 2 during the following seven months, then the Software Fee calculation would be: [(1-Usage Tier I Discount) x (5/12)] + [(1-Usage Tier Discount II) x (7/12)]. Licensee agrees that Usage Tiers may be increased but not decreased.

h) MARS may increase its license and other fees, not included in this Agreement, at any time without notice so fees due for new or additional Software license or subscription purchases may be more than a previous purchase.

i) If Licensee purchased an On-Premise Subscription License, MARS may not increase the associated license fees more than once in any 12-month period following Licensee's initial purchase by more than ten percent (10%). MARS will notify Licensee of a price increase at least 90 days before the increase takes effect.

j) This paragraph intentionally deleted.

k) You are responsible for providing MARS with the most current contact and billing information. Purchaser may provide updates to Purchaser's contact information to MARS at Sales@MARSwater.com and updates to Purchasers billing information to MARS. You agree that, so long as the On-Premise Subscription Term License is active, MARS may, on a monthly basis, automatically bill the same credit card or bank account Purchaser provides to MARS.

5) Payment.

a) Unless specified to the contrary in writing by MARS Company, payment terms are net cash, payable without offset, in United States Dollars, thirty (30) days from date of invoice by ACH or wire transfer to the account designated by MARS Company in the Proposal.

b) Notwithstanding Section 5(b) above, payment terms for Equipment and Software are net cash, payable without offset, in United States Dollars and due on the Delivery Date by ACH or wire transfer to the account designated by MARS Company to Purchaser in writing (which may be delivered by email).

c) If Purchaser fails to pay any reasonably undisputed invoice by the due date, MARS Company may require payment in advance, payment security satisfactory to MARS Company, or may terminate the purchase order, whereupon MARS Company shall be entitled to receive reasonable cancellation charges. If delivery is delayed by Purchaser, payment shall be due on the date MARS Company is prepared to make delivery. Delays in delivery or nonconformities in any installments delivered shall not relieve Purchaser of its obligation to accept and pay for remaining installments.

d) Purchaser shall pay, in addition to the overdue payment, a late charge equal to the lesser of 1 1/2% per month or any part thereof or the highest applicable rate allowed by law on all such overdue amounts [remainder of sentence deleted] if Purchaser's account is overdue (except with respect to amounts subject to a bona fide dispute), in addition to any of its other rights or remedies, MARS reserves the right to (i) suspend any MARS Services to Purchaser, and (ii) terminate Your use of the software and Purchaser shall pay a non-refundable, software reactivation fee ("Software Reactivation Fee") calculated as follows: (i) twenty-five hundred dollars ($2,500) if reactivation is within 30 days of license expiration, plus (ii) five thousand dollars ($5,000) for each subsequent 30 days, payable in advance of software reactivation, without liability, until such amounts are paid in full. By way of example, if Licensee reactivates the software 90 days after license expiration, then Software Reactivation Fee calculation would be: [($2,500) + (2 x $5,000) = $12,500.

6) Changes.

a) Any changes to a statement of work requested by Purchaser must be accepted by MARS Company and resulting adjustments to affected provisions, including price, schedule, and guarantees mutually agreed in writing prior to implementation of the change (the "Change Order"), and comply with the provisions of Section 27(e)(i).

b) MARS Company may, at its expense, make such changes in the Equipment or Services as it deems necessary, in its sole discretion, to conform the Equipment or Services to the applicable specifications agreed upon by the parties. If Purchaser objects to any such changes, MARS Company shall be relieved of its obligation to conform to the applicable specifications to the extent that conformance may be affected by such objection.

c) MARS Company may, at any time while the Equipment is under warranty, make such changes in design and construction of Equipment that it deems, in its sole discretion, to be an improvement. MARS Company may furnish suitable substitutes for materials that are unobtainable because of priorities or regulations established by governmental authority or non-availability of materials from suppliers.

7) Title & Risk of Loss.

a) Notwithstanding any agreement with respect to delivery terms or payment of transportation charges, risk of loss or damage shall pass to Purchaser upon delivery.

b) Title to the Equipment shall remain with MARS Company until Purchaser has paid MARS Company the full purchase price of the Equipment.

8) Bonding. Any cost related to Payment Bonds, Performance Bonds, Labor and Material Bonds, hereinafter referred to as "BONDS" or any such financially bonding documents and/or mechanism required by Contract are not included unless specified to the contrary in writing by MARS Company. BONDS, if applicable, will be provided for either, (i) 12 months from the issuance / requirement date from Purchaser, or (ii) Contract Completion, whichever occurs

DocuSign Envelope ID: 95030A39-3D1B-4131-9BE0-AD55CF9DE9BA

first. Any costs to extend the requirement or to maintain or extend BONDS coverage beyond 12 months will be paid by Purchaser.

9) Inspection, Testing, Installation and Acceptance.

a) Any inspection by Purchaser of Equipment on MARS Company's premises shall be scheduled in advance to be performed during normal working hours.

b) If the purchase order provides for factory acceptance testing of the Equipment, MARS Company shall notify Purchaser when MARS Company will conduct such testing, which will be prior to shipment. UNLESS PURCHASER PROVIDES MARS COMPANY WITH WRITTEN NOTICE OF SPECIFIC OBJECTIONS WITHIN TEN (10) DAYS AFTER COMPLETION OF FACTORY ACCEPTANCE TESTING, COMPLETION OF THE FACTORY ACCEPTANCE TEST CONSTITUTES PURCHASER'S FULL ACCEPTANCE OF THE EQUIPMENT AND ITS AUTHORIZATION FOR SHIPMENT.

c) MARS Company agrees to supply and install the MARS Test Bench Solution at a mutually agreeable location on the Purchaser's facility. For such installation, the Purchaser, at its sole cost and expense, shall: (i) provide a mutually agreeable electrical source and a water source to the MARS Test Bench Solution and (ii) engage a licensed plumber and licensed electrician to connect the MARS Test Bench Solution with such electrical and water sources (collectively, the "Purchaser Installation Responsibilities").

d) After the Purchaser completes the Purchaser Installation Responsibilities to MARS Company's reasonable satisfaction and MARS Company installs the MARS Test Bench Solution, MARS Company and the Purchaser will perform testing in accordance with the detailed process and specification in accordance with acceptance test procedure ("ATP") addendum at marswater.com/ATP. A summary of the ATP is outlined as follows: (i) phase one - calibrate the MARS Test Bench Solution for accuracy (collectively, "Accuracy Calibration"). MARS shall be responsible for hiring a licensed, independent scale calibration and accuracy company ("Licensed Accuracy Calibration Company") to provide test bench scale system calibration to confirm that the Test Bench Solution meets NIST traceability and accuracy and adheres to local licensing requirements and industry standards. MARS and the Licensed Accuracy Calibration Company shall document the accuracy testing in accordance with scale system calibration & accuracy that is set forth on ATP Schedule A. If the test results conform to ATP Schedule A, the parties mutually agree the Test Bench Solution will be deemed to have successfully passed this Accuracy Calibration phase; (ii) Following the completion of the Accuracy Calibration, MARS shall then perform phase two - Test Bench Solution testing for repeatability based on the Accuracy Calibration data. The repeatability testing ("Repeatability Testing") shall document the performance of the Test Bench Solution using statistical process control model detailed in the ATP. If the test results conform to ATP Schedule B, the parties mutually agree that the Test Bench Solution will be deemed to have successfully passed this Test Bench Solution Repeatably phase; (iv) MARS Company and Purchaser will jointly perform phase three - operator training and variable meter size acceptance testing of the MARS Test Bench Solution to ensure that the MARS Test Bench Solution conforms to the specifications set forth in the Agreement and per AWWA M6 Manual, Fifth Edition pages 63 & 64, Table 5-3. The data from phase three will be made available to the Purchaser and upon receipt will be deemed accepted in so far as operator training and variable meter testing. Upon successful completion of the ATP of this Section, the parties mutually agree that the MARS Test Bench Solution will be deemed acceptable by the Purchaser (collectively, the "Acceptance Testing").

e) The Purchaser shall have accepted the Test Bench Solution ("Accepted") the earlier of (i) Completion of Acceptance Testing constituting Purchaser's / Licensee's full acceptance of the Test Bench Solution; (ii) IF, THROUGH NO FAULT OF MARS COMPANY, SITE ACCEPTANCE TESTING IS NOT COMPLETED WITHIN THIRTY (30) DAYS AFTER ARRIVAL OF THE EQUIPMENT AT THE DESIGNATED SITE OR IN THE CASE OF SOFTWARE, AFTER TEN (10) DAYS AFTER SOFTWARE INSTALLATION, THE SITE ACCEPTANCE TESTING SHALL BE DEEMED COMPLETED AND THE EQUIPMENT OR SOFTWARE SHALL BE DEEMED ACCEPTED BY PURCHASER. "Acceptance Date" means the date the Equipment and Software was Accepted.

10) Operational Control. OPERATIONAL CONTROL MEANS THE RIGHT TO CONDUCT ANY AND ALL OPERATIONS AND UTILIZE EQUIPMENT AND SERVICES FOR THE INTENDED PURPOSE OF CONDUCTING WATER METER TESTING, INCLUDING ANY AND ALL OPERATIONS OF SOFTWARE (EXCLUDING INSPECTION, TESTING AND ACCEPTANCE). OPERATIONAL CONTROL SHALL REMAIN WITH MARS COMPANY UNTIL PURCHASER HAS ACCEPTED THE EQUIPMENT OR SOFTWARE PURSUANT TO SECTION 9).

11) Limited Warranties and Remedies (unless otherwise stated).

a) Equipment and Services Warranty. MARS Company warrants that Equipment shall be delivered free of defects in material and workmanship. The Warranty Period for Equipment (excluding, spare parts and refurbished or repaired parts) shall end twelve (12) months after the Acceptance Date. The Warranty Period for new spare parts shall end twelve (12) months after date of shipment. The Warranty Period for refurbished or repaired parts shall end ninety (90) days after date of shipment. The Warranty Period for Services shall end ninety (90) days after the date of completion of Services or one-hundred and twenty (120) days after Services are initiated, whichever comes first.

b) MARS On-Premise Equipment Warranty. MARS Company warrants that MARS On-Premise Equipment shall be delivered free of defects in material and workmanship.

c) Equipment and Services Remedy. If a nonconformity to the foregoing warranty is discovered in the Equipment or Services during the applicable Warranty Period, as specified above, under normal and proper use and provided the Equipment has been properly stored, installed, operated and maintained and written notice of such nonconformity is provided to MARS Company promptly after such discovery and within the applicable Warranty Period, MARS Company shall, at its option, either (i) repair or replace the nonconforming portion of the Equipment or re-perform the nonconforming Services, (ii) refund the portion of the purchase price applicable to the nonconforming portion of Equipment or Services, or (iii) refund the full purchase price of the Equipment if any nonconformance with the above warranty causes the Equipment to be inoperable. If any portion of the Equipment or Services so repaired, replaced or re-performed fails to conform to the foregoing warranty, and written notice of such nonconformity is provided to MARS Company promptly after discovery and within the original Warranty Period applicable to such Equipment or Services or thirty (30) days from completion of such repair, replacement or re-performance, whichever is later, MARS Company will repair or replace such nonconforming Equipment or re-perform the nonconforming Services. The original Warranty Period shall not otherwise be extended.

d) Exceptions. MARS Company shall have no obligation hereunder with respect to any Equipment which (i) has been installed by non-MARS authorized entities; (ii) has been improperly repaired or altered by Purchaser or a third party; (iii) has been subjected to misuse, negligence or accident; (iv) has been used in a manner contrary to MARS Company's instructions; (v) is comprised of materials provided by or a design specified by Purchaser; or (vi) has failed as a result of ordinary wear and tear. Equipment supplied by MARS Company but manufactured by others is warranted only to the extent of the manufacturer's warranty, and only the remedies, if any, provided by the manufacturer will be allowed.

The Warranty Period is void if the Purchaser does not adhere to storage instructions specifying both storage time and temperature or if MARS Company determines, at its sole discretion, that the AMR Radio equipment is improperly maintained, modified, subjected to excessive operating conditions, incidental damage, intentional or unintentional destruction, act of God, abuse or physically damaged. If any portion of the AMR Radio so repaired or replaced fails to conform to the foregoing warranty, and written notice of such nonconformity is provided to MARS Company promptly after discovery and within the original Warranty Period applicable to such ARM Radio or thirty (30) days from the shipment date of such repair or replacement, whichever is later, MARS Company will repair or replace such nonconforming AMR Radio. The original Warranty Period shall not otherwise be extended.

e) THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF QUALITY AND PERFORMANCE, WHETHER WRITTEN, ORAL OR IMPLIED, AND ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USAGE OF TRADE ARE HEREBY DISCLAIMED. THE REMEDIES STATED HEREIN CONSTITUTE PURCHASER'S EXCLUSIVE REMEDIES AND MARS COMPANY'S ENTIRE LIABILITY FOR ANY BREACH OF WARRANTY.

12) End User License Agreement. BY EXECUTING THE SS[illegible] INSTALLING, COPYING OR OTHERWISE USING THE SOFTWARE, LICENSEE IS CONSIDERED TO HAVE READ, AND LICENSEE AGREES TO BE BOUND BY THE TERMS OF THE END USER LICENSE AGREEMENT ("EULA"). IF LICENSEE IS NOT WILLING TO BE BOUND BY THE TERMS OF THE EULA, LICENSEE SHALL NOT INSTALL, COPY OR USE THE SOFTWARE. THE SOFTWARE, INCLUDING ANY UPDATES, ENHANCEMENTS, NEW FEATURES, AND/OR THE ADDITION OF ANY NEW SERVICES, ARE SUBJECT TO THESE TERMS AND CONDITIONS OF THE EULA.

13) Care and Use of MARS On-Premise Equipment. MARS Company shall maintain and service the MARS On-Premise Equipment from the Delivery Date until either: a) the expiration of the applicable EULA license Term, or b) the date of earlier termination in accordance with the EULA.

In all other respects, except for damage or repairs due to the acts or omissions of MARS Company or its employees, agents, or contractors, Purchaser shall maintain in good operating condition, repair, and appearance, the MARS On-Premise Equipment at Purchaser's own cost and expense, and Purchaser shall protect the MARS On-Premise Equipment from damage and deterioration, other than that caused by normal wear and tear.

Purchaser shall use the MARS On-Premise Equipment in the regular course of business only, within its normal capacity, without abuse, and in the manner contemplated by the parties as of the date of this Agreement. Purchaser shall comply with all laws, ordinances, regulations, requirements and rules with respect to the use and operation of the MARS On-Premise Equipment, and shall not make any modification, alteration or addition to the MARS On-Premise Equipment without prior written approval by MARS Company. Neither Purchaser nor its employees, agents or representatives shall tamper with, disassemble, revise, engineer or otherwise examine the manual workings of the MARS On-Premise Equipment. If through the negligence of Purchaser or the breach of this Agreement by Purchaser repairs are required of MARS Company, then Purchaser shall reimburse MARS Company for all reasonable costs incurred by MARS Company to repair, replace, or perform such maintenance to correct any faults. If Purchaser has not corrected such repairs or performed such maintenance to MARS Company's satisfaction within ten (10) calendar days following MARS Company's written notice to Purchaser, MARS Company shall have the right during normal business hours, with reasonable prior notice to Purchaser and subject to applicable laws and regulations, to enter the Facility in order to inspect, observe, or upon termination or expiration of Licensee's EULA, remove the MARS On-Premise Equipment or otherwise protect MARS Company's interests, and Purchaser shall cooperate fully in affording MARS Company the opportunity to do the same. Purchaser shall permit MARS Company to review all documentary and electronic information relating to the MARS On-Premise Equipment and the operation of it. In the event of theft or loss of the MARS On-Premise Equipment while in use and control of the Purchaser, Purchaser agrees to reimburse MARS Company for all reasonable costs incurred by MARS Company to replace MARS On-Premise Equipment.

In the event the Licensee (i) terminates the license subscription, except if terminated for breach or cause by MARS, or (ii) does not renew the M3 license pursuit to Section 4. Licensee shall pay an equipment decommissioning fee ("Equipment Decommissioning Fee" or "EDF") for the expenses related to the return and recovery of MARS owned, MAR On-Premise Equipment. The EDF includes but is not limited to labor, travel, and expenses associated with the decommissioning, de-installation, shipping and return of the MARS On-Premise Equipment from the Licensee location to MARS located at 3925 SW 13th St., Ocala, Florida 34474. Further, Licensee agrees to pay MARS a non-refundable EDF fee in the amount of $5,000 (five-thousand dollars) for each decommissioned Test Bench System within 30 days of the date of equipment decommissioning. By way of example, if Licensee does not renew the M3 annual subscription on two 2400 Series test benches and a single large test bench, the EDF for the three separate system would be: (3 x $5,000) = $15,000.

14) Inventions and Information. Unless otherwise agreed in writing by MARS Company and Purchaser, all right, title and interest in any inventions, developments, improvements or modifications of or for Equipment and Services shall remain with MARS Company. Any design, manufacturing drawings or other information submitted to the Purchaser remains the exclusive property of MARS Company. Purchaser shall not, without MARS Company's prior written consent, copy or disclose such information to a third party. Such information shall be used solely for the operation or maintenance of the Equipment and not for any other purpose, including the duplication thereof in whole or in part.

15) Patent Indemnity.

a) MARS Company shall defend at its own expense, and shall indemnify and hold Purchaser harmless from, any action brought against Purchaser alleging that the Equipment or the use of the Equipment to practice any process for which such Equipment is specified by MARS Company (a "Process") directly infringes any claim of a patent of the United States of America and to pay all damages and costs finally awarded in any such action, provided that Purchaser has given MARS Company prompt written notice of such action, all necessary assistance in the defense thereof and the right to control all aspects of the defense thereof including the right to settle or otherwise terminate such action in behalf of Purchaser.

b) MARS Company shall have no obligation hereunder and this provision shall not apply to: (i) any other equipment or processes, including Equipment or Processes which have been modified or combined with other equipment or process not supplied by MARS Company; (ii) any Equipment or Process supplied according to a design, other than an MARS Company design, required by Purchaser; (iii) any products manufactured by the Equipment or Process; (iv) any patent issued after the date hereof; or (v) any action settled or otherwise terminated without the prior written consent of MARS Company.

DocuSign Envelope ID: 95030A39-3D1B-4131-9BE0-AD55CF9DE9BA

c) If, in any such action, the Equipment is held to constitute an infringement, or the practice of any Process using the Equipment is finally enjoined, MARS Company shall, at its option and its own expense, procure for Purchaser the right to continue using said Equipment; or modify or replace it with non-infringing equipment or, with Purchaser's assistance, modify the Process so that it becomes non-infringing; or remove it and refund the portion of the price allocable to the infringing Equipment. THE FOREGOING PARAGRAPHS STATE THE ENTIRE LIABILITY OF MARS Company AND EQUIPMENT MANUFACTURER FOR ANY PATENT INFRINGEMENT.

d) This paragraph intentionally deleted.

16) Limitation of Liability.

a) EXCEPT FOR CLAIMS AGAINST YOU THAT ANY PART OF THE EQUIPMENT OR THE USE OF THE EQUIPMENT TO PRACTICE A PROCESS INFRINGES ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHT, IN NO EVENT SHALL MARS COMPANY, ITS SUPPLIERS OR SUBCONTRACTORS BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER IN CONTRACT, WARRANTY, TORT, [deleted], STRICT LIABILITY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF THE EQUIPMENT OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, DOWNTIME COSTS, DELAYS, AND CLAIMS OF CUSTOMERS OF THE PURCHASER OR OTHER THIRD PARTIES FOR ANY DAMAGES, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT MARS COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR CLAIMS AGAINST YOU THAT ANY PART OF THE EQUIPMENT OR THE USE OF THE EQUIPMENT TO PRACTICE A PROCESS INFRINGES ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHT, MARS COMPANY'S LIABILITY FOR ANY CLAIM WHETHER IN CONTRACT, WARRANTY, TORT, [deleted], STRICT LIABILITY, OR OTHERWISE FOR ANY LOSS OR DAMAGE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THIS AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF, OR FROM THE DESIGN, MANUFACTURE, SALE, DELIVERY, REPAIR, REPLACEMENT, INSTALLATION, TECHNICAL DIRECTION OF INSTALLATION, INSPECTION, OPERATION OR USE OF ANY EQUIPMENT COVERED BY OR FURNISHED UNDER THIS AGREEMENT, OR FROM ANY SERVICES RENDERED IN CONNECTION THEREWITH, SHALL IN NO CASE (EXCEPT AS PROVIDED IN THE SECTION ENTITLED "PATENT INDEMNITY") EXCEED [clause deleted] THE PURCHASE PRICE ALLOCABLE TO THE EQUIPMENT OR PART THEREOF OR SERVICES WHICH GIVES RISE TO THE CLAIM.

b) ALL CAUSES OF ACTION AGAINST MARS COMPANY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PERFORMANCE OR BREACH HEREOF SHALL EXPIRE UNLESS BROUGHT WITHIN ~~ONE~~TWO YEARS OF THE TIME OF ACCRUAL THEREOF.

This paragraph intentionally deleted.

17) Laws and Regulations. MARS Company and Purchaser shall comply with all applicable laws in performance of its obligations under this Agreement. MARS Company does not assume any responsibility for compliance with any laws and regulations relating to the operation or use of the Equipment, which is the sole responsibility of the Purchaser. All laws and regulations referenced herein shall be those in effect as of the Acceptance Date. If Purchaser desires a modification as a result of any such change or revision, it shall be treated as a change per Section 6). Nothing contained herein shall be construed as imposing responsibility or liability upon MARS Company for obtaining any permits, licenses or approvals from any agency required in connection with the supply, erection or operation of the Equipment. This Agreement is governed by the laws of the United States and the State of North Carolina, without reference to conflicts of law principles. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. [sentence intentionally deleted] If any provision hereof, partly or completely, shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision or portion hereof and these terms shall be construed as if such invalid or unenforceable provision or portion thereof had never existed.

18) OSHA. MARS Company warrants that the Equipment will comply with the relevant standards of the Occupational Safety and Health Act of 1970 ("OSHA") and the regulations promulgated thereunder as of the Proposal Date. Upon prompt written notice from the Purchaser of a breach of this warranty, MARS Company will replace the affected part or modify it so that it conforms to such standard or regulation. MARS Company's obligation shall be limited to such replacement or modification. IN NO EVENT SHALL MARS COMPANY BE RESPONSIBLE FOR LIABILITY ARISING OUT OF THE VIOLATION OF ANY OSHA STANDARDS RELATING TO OR CAUSED BY PURCHASER'S DESIGN, LOCATION, OPERATION, OR MAINTENANCE OF THE EQUIPMENT, ITS USE IN ASSOCIATION WITH OTHER EQUIPMENT OF PURCHASER, OR THE ALTERATION OF THE EQUIPMENT BY ANY PARTY OTHER THAN MARS COMPANY.

19) Force Majeure. MARS Company shall neither be liable for loss, damage, detention or delay nor be deemed to be in default for failure to perform when prevented from doing so by causes beyond its reasonable control including but not limited to acts of war (declared or undeclared), [clause deleted] fire, pandemic, strike, labor difficulties, acts or omissions of any governmental authority or of Purchaser, compliance with government regulations, insurrection or riot, embargo, delays or shortages in transportation or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or from defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing enumerated causes. In the event of delay due to any such cause, the date of delivery will be extended by period equal to the delay plus a reasonable time to resume production, and the purchase price will be adjusted to compensate MARS Company for such delay.

20) Cancellation. Any purchase order may be cancelled by Purchaser only upon prior written notice and payment of termination charges, including but not limited to, all costs identified in the purchase order incurred prior to the effective date of notice of termination and all expenses incurred by MARS Company attributable to the termination, plus a fixed sum of ten (10) percent of the final total purchase price to compensate for disruption in scheduling, planned production and other indirect costs.

21) Termination. In addition to any remedies that may be provided under these Terms, MARS company may terminate this Agreement with immediate effect upon written notice to Purchaser if Purchaser: (a) fails to pay any reasonably undisputed amount when due under this Agreement; (b) has not otherwise materially performed or complied with any of these Terms, in whole or in part; or (b) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors. Purchaser may terminate this Agreement for MARS Company's material breach if MARS Company fails to cure or begin taking reasonable steps to cure any such material breach within fifteen

(15) days after receiving written notice from Purchaser specifying such breach

22) Export Control.

a) Purchaser represents and warrants that the Equipment and Services provided hereunder and the "direct product" thereof are intended for civil use only and will not be used, directly or indirectly, for the production of chemical or biological weapons or of precursor chemicals for such weapons, or for any direct or indirect nuclear end use. Purchaser agrees not to disclose, use, export or re-export, directly or indirectly, any information provided by MARS Company or the "direct product" thereof as defined in the Export Control Regulations of the United States Department of Commerce, except in compliance with such Regulations.

b) If applicable, MARS Company shall file for a U.S. export license, but only after appropriate documentation for the license application has been provided by Purchaser. Purchaser shall furnish such documentation within a reasonable time after acceptance of the purchase order. Any delay in obtaining such license shall suspend performance of this Agreement by MARS Company. If an export license is not granted or, if once granted, is thereafter revoked or modified by the appropriate authorities, this Agreement may be canceled by MARS Company without liability for damages of any kind resulting from such cancellation. At MARS Company's request, Purchaser shall provide to MARS Company a Letter of Assurance and End-User Statement in a form reasonably satisfactory to MARS Company.

23) Assignment. Purchaser shall not assign this Agreement or of any rights or obligations under this Agreement without the prior written consent of MARS Company.

24) Warranty of Capacity to Execute Agreement. Each of the parties warrants and represents on behalf of itself that it has full power and authority to enter into this Agreement and to bind the parties, that any and all necessary consents and approvals have been obtained, and that no other consent, approval or action is required.

25) Severability. If any provision of this Agreement is held to be unenforceable, the enforceability of the remaining provisions shall in no way be affected or impaired thereby.

26) Entire Agreement. This Agreement is a legal agreement and constitutes a supplement to the SSC between Purchaser and MARS Company with respect to the subject matter hereof, and supersedes all prior or contemporaneous oral or written communications, proposals, representations, understandings, or agreements not specifically incorporated herein. This Agreement may not be amended or modified except in a writing duly signed by the authorized representative of Purchaser and an authorized representative of MARS Company.

27) Miscellaneous.

a) Equipment consumables including printer ink, paper, etc. are Purchaser responsibility at all times.

b) This Agreement shall not be construed more strongly against either party, regardless of who is more responsible for its preparation.

c) Neither party shall be deemed to have waived any of its rights under this Agreement without specifically agreeing to do so in writing. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of this Agreement.

d) If there is a conflict between a part of this Agreement and any present or future law, the part of this Agreement that is affected shall be curtailed only to the extent necessary to bring it within the requirements of that law.

e) Conflicts. MARS Company and Purchaser agree and acknowledge that due to the nature of the commercial relationship, and the public or quasi-public sector nature of Purchaser, this transaction will be regulated by multiple documents. Occasionally, conflicts will arise between different documents, or between different versions of the same document. The purpose of this Section 27(e) is to provide simple rules for resolving such conflicts.

i) Change Order – A Change Order shall only be effective to prevail over a conflicting term if such Change Order contains an express statement of the Parties' intent for the Change Order provision to control over the conflicting provision in the other document. Such statements must be prominently and conspicuously in BOLD CAPITAL LETTERS, must be in a font no smaller than that of this Section of this Agreement, and must expressly reference the section and page number of the conflicting provision in the other document that the Change Order provision prevails over. Any effective statement shall only be effective as to that provision in that Change Order; it shall have no force or effect relative to previous or subsequent agreements or addendums thereto.

ii) Conflicts Between Different Dated Versions of Same Document – For conflicts between versions of the same document (*i.e.*, a EULA) that bear different dates, the most recent version will prevail.

iii) Conflict Between Different Documents – For conflicts between different documents (*i.e.*, a term in the EULA and a conflicting term in the Proposal), such conflicts shall be resolved by reference to the chart below. Utilizing the foregoing example, a conflict between a EULA term and a Proposal term would place in conflict "4" with "G" and the chart shows that 4, the EULA, would prevail.

	A	B	C	D	E	F	G	
1	-	1	1	1	1	1	1	H
2	A	-	2	2	2	2	2	H
3	A	B	-	3	3	3	3	H
4	A	B	C	-	4	4	4	H
5	A	B	C	D	-	5	5	H
6	A	B	C	D	E	-	6	H
7	A	B	C	D	E	F	-	H
	8	8	8	8	8	8	8	8

1-Change Order	A-Change Order
2-Contract	B-Contract
3-Terms	C-Terms
4-EULA	D-EULA
5-MCC	E-MCC
6-Purchase Order	F-Purchase Order
7-Proposal	G-Proposal
8 - SSC	H - SSC

f) All notices hereunder shall be made by certified or registered airmail, return receipt requested, by recognized overnight courier, by facsimile transmission, answer back requested, but excluding e-mail, and shall be sent to the parties at the addresses indicated in the purchase order (or at such other address for a party as shall be specified by like notice; provided that notices of a change of address shall be effective only upon receipt thereof). MARS Company's address is 3925 SW 13th St, Ocala, Florida 34474.

g) During the term of this Agreement and for one (1) year thereafter, neither party shall solicit the other parties' current employees or full-time consultants for employment, directly or indirectly, without such other parties' written consent. For the purposes of this provision, placing a general advertisement for employment shall not be considered solicitation for employment. This provision does not apply in the event of a breach by either party

h) This Agreement may only be modified by written agreement of the parties.

i) Separate Execution; Reproduced Signatures. This Agreement may be separately executed in identical counterparts, each of which shall be considered an original and all of which together shall collectively be considered an effective and binding agreement on the part of each of the undersigned. For the avoidance of doubt, an electronically reproduced signature, such as by facsimile or PDF copy shall have the same force and effect as execution of an original.

DocuSign Envelope ID: 95030A39-3D1B-4131-9BE0-AD55CF9DE9BA

Schedule 5 - MARS Calibration Certification - General Conditions of Service & Maintenance Agreement

DocuSign Envelope ID: 95030A39-3D1B-4131-9BE0-AD55CF9DE9BA

IMPORTANT--READ CAREFULLY

THANK YOU FOR SELECTING MARS CERTIFIED FOR YOUR SERVICE AND MAINTENANCE REQUIREMENTS. MARS COMPANY ("MARS") PROVIDES SERVICE AND MAINTENANCE TO CUSTOMER SUBJECT TO THE TERMS CONTAINED IN THIS GENERAL CONDITIONS OF SERVICE AND MAINTENANCE AGREEMENT (each individually a "Party" and collectively the "Parties"). CUSTOMER AGREES AND ACKNOWLEDGES THAT THE TERMS AND CONDITIONS IN THIS AGREEMENT HAS NO EFFECT NOR ANY INFLUENCE OR ANY CONNECTION WITH – IF ANY – ANY OTHER MARS COMPANY AGREEMENT(S) WHICH ARE APPLICABLE ON MARS COMPANY PROGRAM PRODUCTS PURCHASED BY CUSTOMER.

1 **DEFINITIONS** - As used herein, the following terms have the following meanings:

1.1 **"Additional Charge"** means a charge payable by the Customer for additional services outside the scope of the Services in accordance with MARS' prevailing rates for such services including without limitation, the supply of spare parts and goods.

1.2 **"Affiliate"** means any entity that controls You, that You control, or that is under common control with You, where "control" means the ownership, directly or indirectly, of equity securities or other ownership interests which represent more than 50% of the voting power of such affiliate.

1.3 **"Agreement"** means, collectively, this MARS Calibration Certification - General Conditions of Service and Maintenance Agreement ("**MCC**"), and its Schedules; the Standard Services Agreement between Customer and MARS ("SSC"); the M3 Enterprise Software End User License Agreement (the "**EULA**"); the MARS Company Warranty, General Terms and Conditions (the "**Terms**"); the Equipment, Software and Services Contract (the "**Contract**") and its Schedules; any proposal from MARS Company received by Purchaser (the "**Proposal**"), the purchase order and any change orders attached and incorporated hereto, are the only terms that govern Equipment and Services sold or provided by MARS Company and comprise the entire agreement between the parties regarding the Equipment and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral.

1.4 **"Conditions"** means these General Conditions of Service & Maintenance which are incorporated into and form part of the Agreement.

1.5 **"Customer"** means the person or persons, firm or company named on the cover page of the Agreement.

1.6 **"Customer Support"** means assistance You receive by phone, email, chat, access to on-line information or by similar means because You purchased a Service Plan.

1.7 **"Documentation"** means the specifications that are set forth in the Equipment help files and any release-related notes, guides or manuals MARS publishes specific to the current version of the Equipment.

1.8 **"Equipment"** means the equipment and software listed in Schedule 1.

1.9 **"Fee"** means the fee payable for the Services as specified in Section II of the Agreement.

1.10 **"MARS"** means OW Investors LLC, dba MARS Company that offers the Products.

1.11 **"Services"** means the maintenance and other services provided in respect of the Equipment detailed in Schedule 2 and as defined in these Conditions.

1.12 **"Service Time"** means the period set out in Clause 2 herein.

1.13 **"Site"** means the premises where the Services are provided.

1.14 "**Term**" means the duration of the Agreement as set out in Section III of the Agreement.

1.15 **"You"** or **"Your"** or **"Customer"** means or refers to the company or person that is named on the cover page of the Agreement.

2 Service Time

2.1 The Services shall be performed within the Service Time, which shall be between 8.00 a.m. and 5.00 p.m., Mondays to Fridays, Public Holidays excluded unless otherwise agreed in Schedule 2. Response times for corrective maintenance services shall be as set out in Schedule 2 or as otherwise agreed between the Parties

3 Modification, Changes and Enhancements

3.1 During the Term, MARS shall at their discretion undertake such modifications, changes or enhancements to the Equipment and/or implement any practice, procedure or measure, which is deemed by MARS to be necessary and/or to prevent or minimize damage to the Equipment.

3.2 MARS will before undertaking any such modification, change or enhancement etc. as mentioned in 3.1 above, explain to the Customer, if MARS deems necessary, the need and cost (where applicable) of such modification, change or enhancement. The Customer shall pay any Additional Charge for such modification, change or enhancement according to Clause 7.2.

4 Exclusions & Additional Services

4.1 The Services do not include:

4.1.1 Repair of damage arising from the act, error, fault, neglect, misuse, improper operation or omission of the Customer or its servants, agents, contractors or invitees or any person whether or not that person is under the control or direction or authority of the Customer.

4.1.2 Repair of damage arising from changes, alterations, additions or modifications of the Equipment by a person other than MARS.

4.1.3 Repair of damage caused by incorrect power supply, failure of electrical power, air-conditioning, humidity control or any environmental factor.

4.1.4 Repair of damage caused by the operation of the Equipment other than in accordance with the specifications or otherwise than in accordance with the direction, instruction or recommendations of MARS or its personnel.

4.1.5 Repair of damage arising from the re-installation, moving or removing of the Equipment by a person other than MARS.

4.1.6 Repair of damage caused by any circumstances beyond MARS' reasonable control.

4.1.7 Furnishing or supplying maintenance of accessories, attachments, supplies, spare parts, consumables or items associated with the Equipment unless otherwise provided in Schedule 2.

4.1.8 Transportation charges, whether for air, sea or land transport for Services carried on within or outside the United States.

4.1.9 Work performed outside MARS' Service Time.

4.1.10 The cost of any Equipment or part whether a spare part, consumable or otherwise supplied, unless otherwise provided in Schedule 2.

4.1.11 The upgrading of or retrofitting of improvements or major modification to the Equipment.

4.2 MARS may at the Customer's option provide any of the services referred to in clause 4.1 or any other services requested by the Customer, at the relevant Additional Charge. MARS shall inform the Customer of the associated Additional Charge, and the Customer shall accept the Additional Charge in writing before the services are performed. The Additional Charge shall be payable by the Customer according to clause 7.2.

5 Customer's Responsibilities

5.1 The Customer shall undertake to release all Equipment which is being maintained by MARS from all operational demands when so requested to do so by MARS in order for MARS to perform the Services. Alternatively, the Customer shall ensure that MARS' personnel have full and safe access to the Equipment at all reasonable times for the purpose of providing the Services. The Customer shall also ensure that such access conforms to any specifications issued by MARS from time to time.

5.2 The Customer will ensure that MARS' personnel or representatives are provided a safe and secure work environment at all times while they are on the Site to enable work to be carried out.

5.3 The Customer shall provide on request a suitably qualified or informed representative, agent or employee to accompany MARS' personnel when providing the Services or to render such assistance or to give such advice as will enable MARS' personnel to exercise unrestricted access to the Site and the Equipment and otherwise to perform the Services effectively.

5.4 The Customer shall supply auxiliary facilities and services when requested by MARS as necessary for the provision of the Services. Where the Customer does not provide the auxiliary facilities and services, MARS shall be entitled to procure such auxiliary facilities and services and seek full reimbursement from the Customer provided MARS has given the Customer written notice of the non-compliance and the Customer has failed to remedy the non-compliance within the time specified in the notice. The auxiliary facilities and services shall include without limitation:

5.4.1 Adequate telephone/communications facilities;

5.4.2 Lighting for all work areas;

5.4.3 Main and auxiliary electrical power necessary for the operation of all equipment, capable of being isolated either by isolating switches, removal of fuses or other means to the reasonable satisfaction of MARS;

5.4.4 240-volt, 60-phase (single cycle) at three pin-general purpose outlets at suitable locations;

5.4.5 Suitable dry lockable storage space for the storage of machinery, equipment, materials and tools;

5.4.6 Suitable rooms on or adjacent to the Site with adequate air- conditioning, lighting, washing, toilet and drinking water facilities for the use of MARS' personnel or representatives; and/or

5.4.7 Lifting machinery or devices, timber, planking, strutting, cement, fuels, water, gas etc.

5.5 The Customer shall upon MARS' request furnish to MARS sufficient information which, in MARS' reasonable opinion, will enable the Services to be carried out forthwith and without interruption. The Customer shall be responsible for and bear the cost of any modification to the scope of the Services arising from any discrepancy, error or omission in any drawings, specification or other information supplied or approved by the Customer.

5.6 All such assistance to be provided by the Customer under this Clause 5 or in general shall be at the Customer's sole cost and expense.

5.7 Nothing in this Agreement shall relieve the Customer from its obligations to perform normal day to day maintenance on the Equipment as per the Operator's Manuals supplied by the manufacturer and/or MARS including but not restricted to normal cleaning procedures, checks and adjustments designed for operational use.

5.8 During the continuance of this Agreement, the Customer shall not carry out or attempt to carry out modifications to, repair of, experiments on, or maintenance of the Equipment other than day to day maintenance and the Customer shall not permit any other person except MARS' personnel or representatives to carry out such work unless prior written approval has first been obtained from MARS.

6 Replacement and Spare Parts

6.1 In the case of Services for which an Additional Charge is payable by the customer for replacement of spare parts, title in such replacement or spare parts shall pass to the Customer only upon full payment of the Additional Charge. Unless otherwise agreed in writing between the Parties, the risk of damage to or loss of replacement spare parts shall pass to the Customer as soon as they are delivered to the Customer's designated premises.

6.2 Where parts of the Equipment have been replaced by or upon the instruction, recommendation or direction of MARS or otherwise, title in the replaced parts will pass to MARS upon removal from the Equipment.

6.3 MARS may from time to time require the Customer to purchase and store at the Site such spare parts as MARS considers necessary for the provision of effective Services.

6.4 MARS will not be liable for any failure or delay in providing the Services where such failure or delay is the direct or indirect result of the failure of the Customer to comply with clause 6.3.

6.5 Save as aforesaid, the property of and risk in the Equipment is not affected by the provisions contained in this Agreement.

7 Payment, Charges and Fees, etc.

7.1 The Customer shall pay all Fees at the rate and in the manner specified in Section II of the Agreement.

7.2 The Customer shall pay the Fee, all Additional Charges and any cost wherever and howsoever incurred within thirty (30) days from the date of MARS' invoice.

7.3 If the Customer fails to make full payment on the due date, then without prejudice to any other right or remedy available to MARS, MARS shall be entitled to:

7.3.1 Terminate the Agreement or suspend any further Services or other obligations to the Customer under the Agreement (without being liable to Customer for any losses so caused);

7.3.2 At its sole discretion, apply any monies received from the Customer in relation to the Agreement or any other contract or agreement between the Customer and MARS, including but not limited to deposits or security payments, towards the payment of the relevant invoice; and/or

7.3.3 Charge the Customer interest on the amount unpaid on a daily basis at the maximum rate allowable by law from the due date until payment in full is received by MARS.

7.4 The Customer shall not be entitled to withhold from, set off against or otherwise reduce any payments due to MARS unless agreed in writing by MARS.

7.5 MARS shall be entitled to an adjustment of the Fees and Additional Charges in the event of changes in law or engineering standards applicable to or affecting the Equipment and/or Services after the execution of the Agreement.

7.6 MARS may increase, at any time without notice, Fees and Additional Charges due for service and maintenance and any new purchases may be more than a previous purchase.

7.6.1 MARS may not increase the associated Fees more than once in any 12-month period following Customer's initial purchase by more than five percent (5%).

7.6.2 MARS will notify Licensee of a price increase at least 60 days before the increase takes effect.

7.7 You are responsible for providing MARS with the most current contact and billing information. Customer may provide updates to Customer's contact information to MARS at

Sales@MARSwater.com and updates to Customer's billing information to MARS.

8 Maintenance Equipment

8.1 MARS shall provide all the necessary tools, equipment, testing and diagnostic apparatus which MARS requires in order to carry out the Service unless otherwise agreed.

9 Customer Records & Service Reports

9.1 The Customer shall keep such records relating to the use and performance of the Equipment as may be directed by MARS from time to time.

9.2 The Customer shall permit MARS to have access to such records at all reasonable times, including all periods during which the Services are being performed or preparations are being made for the Services to be performed.

10 Confidentiality & Confidential Content

10.1 Customer agrees that, unless otherwise specifically provided herein or agreed by MARS Company in writing, the Equipment and, if any, the Documentation, provided to Customer by MARS Company constitute confidential, proprietary information of MARS Company. Customer shall permit only authorized users to use the Equipment if any, the Documentation. Customer agrees not to transfer, copy, disclose, provide or otherwise make available such confidential information in any form to any third party without the prior written consent of MARS Company. Customer agrees to implement reasonable security measures to protect such confidential information, but without limitation to the preceding, shall use best efforts to maintain the security of the Equipment provided to Customer by MARS Company. Customer will use its best efforts to cooperate with and assist MARS Company in identifying and preventing any unauthorized use, copying, or disclosure of the Equipment, if any, Documentation, or any portion thereof.

10.2 All information available concerning the Equipment is confidential information of MARS Company. For a period of five years from the time Customer accessed this confidential information, Customer may not disclose this confidential information to any third party. This restriction will not apply to any information that is or becomes publicly available without a breach of this restriction; was lawfully known to the receiver of the information without an obligation to keep it confidential; is received from another source that can disclose it is lawfully and without an obligation to keep it confidential; or is independently developed. Customer may disclose this confidential information if required to comply with a court order or other government demand that has the force of law. Before doing so, you must seek the highest level of protection available and, when possible, give MARS Company enough prior notice to provide a reasonable chance to seek a protective order.

11 Limited Warranty

11.1 MARS warrants that:

11.1.1 it will provide the Services in a proper, skillful and professional manner at all times;

11.1.2 it will exercise the reasonable standards of skill, care, and diligence in the performance of the Services;

11.1.3 it will retain a sufficient number of personnel with the expertise required to provide the Services; and

11.1.4 its personnel possesses the required skills and experience required to provide the Services.

11.2 The above warranties shall not replace or supersede the warranty applicable to the Equipment as specified in any sale and purchase agreement.

12 Disclaimer

12.1 To the maximum extent permitted by applicable law, and except for the Limited Warranty set forth herein, THE EQUIPMENT (AND ACCOMPANYING DOCUMENTATION) IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WHETHER BY STATUTE, COMMON LAW, UMARS, INDUSTRY CUSTOM, OR OTHERWISE AS TO ANY MATTER, INCLUDING BUT NOT LIMITED TO PERFORMANCE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, INTEGRATION, CONDITIONS OF MERCHANTABILITY, TITLE, QUIET ENJOYMENT, QUIET POSSESSION, SECURITY, QUALITY OR WORKMANSHIP, FITNESS FOR A PARTICULAR PURPOSE, OR A LACK OF VIRUSES. SOME STATES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THE FOREGOING PROVISIONS SHALL BE ENFORCEABLE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

12.2 WITHOUT LIMITATION OF THE FOREGOING, MARS COMPANY EXPRESSLY DOES NOT WARRANT THAT THE EQUIPMENT WILL MEET CUSTOMER'S REQUIREMENTS OR THAT OPERATION OF THE EQUIPMENT WILL BE UNINTERRUPTED OR ERROR-FREE. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR SELECTING THE EQUIPMENT TO ACHIEVE ITS INTENDED RESULTS, AND FOR THE RESULTS OBTAINED FROM ITS USE OF THE EQUIPMENT. CUSTOMER SHALL BEAR THE ENTIRE RISK AS TO THE QUALITY AND THE PERFORMANCE OF THE EQUIPMENT.

12.3 ANY DOWNLOAD AND USE OF LICENSED SOFTWARE PROGRAM PRODUCT IS DONE AT THE CUSTOMER'S OWN RISK AND THE CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO – WITHOUT LIMITATION – ANY COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH ACTIVITIES. SHOULD IT PROVE DEFECTIVE, CUSTOMER ASSUMES THE COST OF ALL NECESSARY SERVICING, REPAIR AND/OR CORRECTION. IT IS THEREFORE UP TO THE CUSTOMER TO TAKE ADEQUATE PRECAUTION AGAINST POSSIBLE DAMAGES RESULTING FROM THIS SOFTWARE.

13 Exclusions of and Limitation of Liability

13.1 You acknowledge Your understanding that Equipment is inherently complex and may not be free from errors and that You have been advised to verify the work produced by the software or Equipment. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, NEITHER MARS NOR ITS SUPPLIERS SHALL BE LIABLE TO YOU OR TO ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF GOODWILL, LOSS OF CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, FOR PERSONAL INJURY, LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING A DUTY OF GOOD FAITH OR OF REASONABLE CARE, [clause deleted] AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER RESULTING FROM ANY DEFECT IN THE EQUIPMENT, SOFTWARE OR MEDIA, EVEN IF MARS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13.2 IN NO EVENT SHALL MARS'S LIABILITY TO YOU ARISING OUT OF OR IN CONNECTION WITH THE EQUIPMENT OR SOFTWARE, YOUR SERVICE PLAN, OR THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED (i) THE FEE ACTUALLY PAID BY YOU TO PURCHASE A SERVICE PLAN (ii) THE FEES ACTUALLY PAID BY YOU IN THE TWELVE (12) MONTHS PRECEDING YOUR CLAIM, OR (iii) THE FEES ACTUALLY PAID BY YOU TO PURCHASE OR RENEW THE ANNUAL SERVICE PLAN IN EFFECT WHEN THE CLAIM AROSE. You acknowledge and agree that this Agreement allocates risk between You and MARS as authorized by applicable law and that the pricing of MARS products reflects this allocation of risk and the exclusions and limitations of liability contained in this Agreement. If any remedy hereunder is determined to have failed of its essential purpose, all limitations of liability and exclusion of damages set forth in this Agreement shall remain in full force and effect.

14 Indemnification

14.1 If You receive notice of any claim that Your use of any part of the Equipment infringes any third party's intellectual property right in a patent, copyright, or trade secret (an "Indemnity Claim"), MARS shall defend and shall indemnify and hold You harmless by paying any resulting costs and damages finally awarded by a court with respect to any such Indemnity Claim provided that You:

14.1.1 Notify MARS in writing promptly upon becoming aware of the Indemnity Claim,

14.1.2 At MARS's request and expense, give MARS such information and assistance as is reasonable under the circumstances, and

14.1.3 Give MARS the right to settle the Indemnity Claim in MARS's sole discretion and at MARS's expense.

14.2 This indemnification does not extend to any Indemnity Claim arising from the combination of the Equipment with other elements not under MARS's sole control or arising from any part of the Equipment that You or a third-party modify, or that incorporates specifications, designs or formulas that You provide. If You are prevented from Using the Equipment because of an actual or claimed infringement, then at MARS's option, MARS shall promptly either obtain for You the right to continue Using the affected part of the Equipment, replace or modify the affected part of the Equipment so that it becomes non-infringing, or if none of the foregoing alternatives are possible after MARS exercises commercially reasonable efforts, You may terminate this Agreement and Your Service Plan, and MARS shall ensure that If You acquire a Service Plan, You receive a refund or credit for the Service Plan fee You incurred to purchase or renew Your most recent Service Plan.

14.3 THIS SECTION 14 SETS OUT MARS'S ENTIRE FINANCIAL LIABILITY FOR ANY INDEMNITY CLAIM.

15 Termination and/or Suspension of Services

15.1 In addition to MARS' right to terminate the Agreement under Clause 7.3, MARS shall be entitled to (i) terminate the Agreement or suspend any further Services under the Agreement without any liability to the Customer, and (ii) demand that the Fee, Additional Charges or balance thereof shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary, and (iii) retain any security given or monies paid by the Customer and apply the said security or monies against the assessed loss and damages, if any, suffered by MARS, in the event that:

15.1.1 the Customer is in breach of the Agreement; or

15.1.2 the Customer makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction) or has an order made or resolution passed for such winding-up or shall otherwise become insolvent or make such proposal, assignment or arrangement for the benefit of its creditors or have a receiver or manager appointed over its affairs or have an application made to court for the appointment of a judicial manager or be placed under a judicial management order; or

15.1.3 an encumbrancer takes possession of, or a receiver is appointed over, any of the property or assets of the Customer; or

15.1.4 the Customer ceases, or threatens to cease, to carry on business; or

15.1.5 there is a change in control of the Customer which in the reasonable opinion of MARS adversely affects the position, rights or interests of the Customer. (For the purpose of this sub-clause, "control" means the ability to direct the affairs of another whether by virtue of Agreement, ownership of shares, or otherwise howsoever); or

15.1.6 in the reasonable opinion of MARS, there occurs a material change in the financial position of the Customer which is likely to affect the Customer's ability to perform its obligations under the Agreement; or

15.1.7 MARS reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.

15.2 Termination of the Agreement by MARS shall not discharge the Customer from any existing obligation accrued due on or prior to the date of termination.

15.3 The rights and remedies granted to MARS pursuant to the Agreement are in addition to, and shall not limit or affect, any other rights or remedies available at law or in equity.

16 United States Government

16.1 The Equipment and accompanying Documentation may be deemed to be "commercial computer software" and "commercial computer software documentation," respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. Any use, modification, reproduction, release, performance, display or disclosure of the Equipment and accompanying Documentation by the United States Government shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted by the terms of this Agreement. The manufacturer is MARS. The MARS address is 3925 SW 13th St, Ocala Florida 34474.

17 Export Controls

17.1 During the term of this Agreement, neither the Software nor the Documentation and underlying information or technology may be downloaded, exported, or re-exported (i) into (or to a national or resident of) Cuba, Iran, North Korea (Democratic People's Republic of Korea), Sudan, Syria, or any other country to which the United States has embargoed goods or (ii) to anyone on the United States Treasury Department's list of Specially Designated Nations or the United States Commerce Department's Table of Denial Orders. By accessing, downloading or using the Software You are agreeing to the foregoing and You are certifying that You are not located in, under the control of, or a national or resident of any such country or on any such list.

17.2 YOU SHOULD ALSO BE AWARE OF THE FOLLOWING. EXPORT OF THE EQUIPMENT MAY BE SUBJECT TO COMPLIANCE WITH THE RULES AND REGULATIONS PROMULGATED FROM TIME TO TIME BY THE BUREAU OF EXPORT ADMINISTRATION, UNITED STATES DEPARTMENT OF COMMERCE, WHICH RESTRICT THE EXPORT AND RE-EXPORT OF CERTAIN PRODUCTS AND TECHNICAL DATA. IF THE EXPORT OF THE EQUIPMENT IS CONTROLLED UNDER SUCH RULES AND REGULATIONS, THEN THE EQUIPMENT SHALL NOT BE EXPORTED OR RE-EXPORTED, DIRECTLY OR INDIRECTLY, (A) WITHOUT ALL EXPORT OR RE-EXPORT LICENSES AND UNITED STATES OR OTHER GOVERNMENTAL APPROVALS

REQUIRED BY ANY APPLICABLE LAWS, OR (B) IN VIOLATION OF ANY APPLICABLE PROHIBITION AGAINST THE EXPORT OR RE-EXPORT OF ANY PART OF THE SOFTWARE. SOME COUNTRIES HAVE RESTRICTIONS ON THE USE OF ENCRYPTION WITHIN THEIR BORDERS, OR THE IMPORT OR EXPORT OF ENCRYPTION EVEN IF FOR ONLY TEMPORARY PERSONAL OR BUSINESS USE. YOU ACKNOWLEDGE IT IS YOUR RESPONSIBILITY TO COMPLY WITH ANY AND ALL GOVERNMENT IMPORT, EXPORT AND OTHER APPLICABLE LAWS.

18 Relationship.

18.1 MARS is an independent contractor. Neither MARS nor any of its representatives shall be considered your employee. Except as specifically agreed by the parties, MARS has the sole obligation to supervise, manage, contract, direct, procure and perform our obligations under this Agreement. MARS reserves the right to determine which of our representatives shall be assigned to perform its obligations and to replace or reassign such representatives as we deem appropriate.

19 Attorneys' Fees

19.1 This paragraph intentionally deleted.

20 Severability

20.1 If any provision of this license is held to be unenforceable, the enforceability of the remaining provisions shall in no way be affected or impaired thereby.

21 Governing Law and Arbitration

21.1 This Agreement is governed by the laws of the United States and the State of North Carolina, without reference to conflicts of law principles. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. [sentence deleted]

22 Entire Agreement

22.1 This Agreement is a legal agreement and is supplemental to the SSC between Customer and MARS Company with respect to the subject matter hereof, and supersedes all prior or contemporaneous oral or written communications, proposals, representations, understandings, or agreements not specifically incorporated herein. This Agreement may not be amended except in a writing duly signed by Customer and an authorized representative of MARS Company.

23 Misc. Provisions

23.1 No provision hereof shall be deemed waived unless such waiver shall be in writing and signed by MARS or a duly authorized representative of MARS. You hereby acknowledge a breach of this Agreement would cause irreparable harm and significant injury to MARS that may be difficult to ascertain and that a remedy at law would be inadequate. You agree that MARS shall have the right to seek and obtain, without the posting of a bond, immediate injunctive relief to enforce the obligations under this Agreement in addition to any other rights and remedies it may have. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect. If You have received a translation into a language other than English, it has been provided for Your convenience only.

23.2 If you are or become the subject of any insolvency, bankruptcy, receivership, dissolution, reorganization or other similar proceeding, federal or state, voluntary or involuntary, under any present or future law, you consent to the immediate and absolute lifting of any stay as to the enforcement of remedies under this Agreement, including, any stay imposed by the United States Federal Bankruptcy Code, as amended.

23.3 This Agreement shall not be construed more strongly against either party, regardless of who is more responsible for its preparation.

23.4 Neither party shall be deemed to have waived any of its rights under this Agreement without specifically agreeing to do so in writing. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of this Agreement.

23.5 If there is a conflict between a part of this Agreement and any present or future law, the part of this Agreement that is affected shall be curtailed only to the extent necessary to bring it within the requirements of that law.

23.6 Advertising. MARS has the right to include Your name in a general listing of users of our products and services. However, neither party shall use any logo or trademark owned by the other party unless pre-approved in writing by one of its officers.

23.7 You agree to maintain internet connectivity from your equipment to MARS as specified by MARS. MARS will install the Software on your Equipment, configure the Software for your use, and test the Software to confirm that it operates in conformity with the MARS specifications. Installation Date is the date the MARS software is installed.

23.8 Notice. All notices hereunder shall be made by certified or registered airmail, return receipt requested, by recognized overnight courier, by facsimile transmission, answer back requested, but excluding e-mail, and shall be sent to the Parties at the addresses indicated on the Schedule of Software and Services (or at such other address for a Party as shall be specified by like notice; provided that notices of a change of address shall be effective only upon receipt thereof) , or, in the alternative, in the case of notices to Customer, the same address as invoices.

23.9 Force Majeure. If any of the Parties should fail in the performance of any obligation under this Agreement, other than payment, by reason of [clause deleted] strikes, pandemic, lockouts, labor troubles, inability to procure materials, restrictive government laws, or regulations or other cause, without fault and beyond the reasonable control of the Party obligated (financial inability excepted), that Party shall be granted an extension to perform its obligations hereunder equal to the time the underlying cause prevented performance. Should any obligations of the other Party be dependent upon this Party's performance, such obligations shall be similarly extended. Notwithstanding the foregoing, should the underlying cause prevent performance for ninety (90) days or more, the Party awaiting performance shall have the right to immediately terminate this Agreement.

23.10 Third Party Beneficiaries. The Parties acknowledge and agree that there are no third-party beneficiaries to this Agreement.

23.11 Non-solicitation of Employees. During the term of this Agreement and for one (1) year thereafter, neither Party shall solicit the other Parties' current employees or full-time consultants for employment, directly or indirectly, without such other Parties written consent. For the purposes of this provision, placing a general advertisement for employment shall not be considered solicitation for employment. This provision does not apply in the event of a breach by either party.

23.12 Assignment. Neither Party may assign this Agreement or any of its rights or obligations hereunder without the other Party's prior written consent which shall not be unreasonably withheld, except that either Party may assign this Agreement in its entirety in the event of a merger, corporate reorganization or a sale of all or substantially all of the assets of the assigning Party without obtaining the other Party's consent.

23.13 Equitable Relief. The Parties acknowledge that any threatened or actual breach of all confidentiality and intellectual property related obligations under this Agreement shall constitute immediate, irreparable harm for which an award of monetary damages is an inadequate remedy and for which equitable remedies may be awarded by a court of competent jurisdiction without requiring the post of any bond. The Parties further agree that in the event such equitable relief is granted in the United States, they will not object to courts in other jurisdictions granting provisional remedies enforcing such United States judgments.

23.14 Conflicts. MARS Company and Purchaser agree and acknowledge that due to the nature of the commercial relationship, and the public or quasi-public sector nature of Purchaser, this transaction will be regulated by multiple documents. Occasionally, conflicts will arise between different documents, or between different versions of the same document. The purpose of this Section 23.14 is to provide simple rules for resolving such conflicts.

23.14.1 Change Order – A Change Order shall only be effective to prevail over a conflicting term if such Change Order contains an express statement of the Parties' intent for the Change Order provision to control over the conflicting provision in the other document. Such statements must be prominently and conspicuously in BOLD CAPITAL LETTERS, must be in a font no smaller than that of this Section of this Agreement, and must expressly reference the section and page number of the conflicting provision in the other document that the Change Order provision prevails over. Any effective statement shall only be effective as to that provision in that Change Order; it shall have no force or effect relative to previous or subsequent agreements or addendums thereto.

23.14.2 Conflicts Between Different Dated Versions of Same Document – For conflicts between versions of the same document (*i.e.*, a EULA) that bear different dates, the most recent version will prevail.

23.14.3 Conflict Between Different Documents – For conflicts between different documents (*i.e.*, a term in the EULA and a conflicting term in the Proposal), such conflicts shall be resolved by reference to the chart below. Utilizing the foregoing example, a conflict between a EULA term and a Proposal term would place in conflict "4" with "G" and the chart shows that 4, the EULA, would prevail.

	A	B	C	D	E	F	G	H
1	-	1	1	1	1	1	1	H
2	A	-	2	2	2	2	2	H
3	A	B	-	3	3	3	3	H
4	A	B	C	-	4	4	4	H
5	A	B	C	D	-	5	5	H
6	A	B	C	D	E	-	6	H
7	A	B	C	D	E	F	-	H
8	8	8	8	8	8	8	8	

1-Change Order	A-Change Order
2-Contract	B-Contract
3-Terms	C-Terms
4-EULA	D-EULA
5-MCC	E-MCC
6-Purchase Order	F-Purchase Order
7-Proposal	G-Proposal
8-SSC	H-SS

23.15 Unless otherwise noted in the Schedule, you are solely responsible for any taxes or similar charges arising out of this Agreement, including all applicable customs, duties, sales taxes, use taxes, value-added taxes, excise charges or brokerage fees. You shall also be solely responsible for assessing and remitting payment for any such items to the appropriate authorities.

23.16 This Agreement may only be modified by written agreement of the parties. Termination of this Agreement shall not affect the rights or obligations of the parties that arose prior to, or that are expressly intended by their terms to continue beyond, any such termination, and such rights or obligations, and the dispute resolution set forth in these terms and conditions, including Sections 4, 10, 12, 13, 14 as well as subsections 23.4, 23.6, 23.11, shall survive any such termination.

23.17 Separate Execution; Reproduced Signatures. This Agreement may be separately executed in identical counterparts, each of which shall be considered an original and all of which together shall collectively be considered an effective and binding agreement on the part of each of the undersigned. For the avoidance of doubt, an electronically reproduced signature, such as by facsimile or PDF copy shall have the same force and effect as execution of an original.

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: February 14, 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:

- February 14, 2023 Regular Town Council Meeting
- February 17, 2023 Annual Council Retreat/Budget Workshop
- February 21, 2023 Work Session Town Council Meeting
- February 28, 2023 Regular Town Council Meeting

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

- CN6-A1: **DRAFT** Minutes – February 14, 2023 Regular Town Council Meeting
- CN6-A2: **DRAFT** Minutes – February 17, 2023 Annual Council Retreat/Budget Workshop
- CN6-A3: **DRAFT** Minutes – February 21, 2023, Work Session Town Council Meeting
- CN6-A4: **DRAFT** Minutes – February 28, 2023, Regular Town Council Meeting

DRAFT MINUTES | TOWN COUNCIL STRAGETIC PLANNING SESSION
February 17, 2023 | 8 AM
Apex Town Hall | 73 Hunter Street Apex, NC 27502

Town Council
Mayor: Jacques K. Gilbert
Mayor Pro Tem: Audra Killingsworth
Council Member Brett D. Gantt
Council Member Terry Mahaffey
Council Member Arno Zegerman

ABSENT: Councilmember Ed Gray

Town Staff
Town Manager Catherine Crosby
Deputy Town Manager Shawn Purvis
Assistant Town Manager Demetria John
Assistant Town Manager Marty Stone
Town Clerk Allen Coleman
Town Attorney Laurie L. Hohe
Budget and Performance Manager Director Amanda Grogan
Lead Budget and Performance Analyst Jessica Hoffman
Budget and Performance Analyst Brian Murphy
Budget and Performance Analyst Jimmy Aughenbaugh
Budget & Management Intern David Schexnayder
Other staff as identified below

COMMENCEMENT

Call to Order | Invocation | Pledge of Allegiance

Mayor Gilbert called the meeting to order, and said it's the "most exciting day of the year" for Deputy Town Manager Shawn Purvis and his team.

Slide 1



Deputy Town Manager Shawn Purvis began by saying that it's going to be a long day of numbers and analysis, and that Amanda Grogan and her budget performance team will lead everyone through most of the meeting. He encouraged everyone's feedback and any recommendations. He said moving forward they're going to try to do this in September so the team will have more time to prepare in the budget, but this is a transition year.

Councilmember Gantt wanted to confirm that the budget was already partially done, and that this meeting was a chance to add or take out major things and tweak minor things, and that they can offer long term budget ideas and guidance.

Deputy Town Manager Purvis said yes, and that capital has so much impact on the budget that staff gets a lot of that direction from this meeting. The departments are building their budget requests right now they're actually due March 1st. He said there are a lot of moving parts but this will help frame how those large parts impacts are from the capital and said a lot of revenues are not in yet so we won't receive those numbers until March and possibly early April, which will affect their budgets as well as what they request.

Councilmember Zegerman asked if budget scores and revenues are not in does that mean its projections.

Deputy Town Manager Purvis said trends can be looked at but trends are not long picture. We get our analysis from either Wake County, the University of North Carolina School of Government, and the NC League of Municipalities.

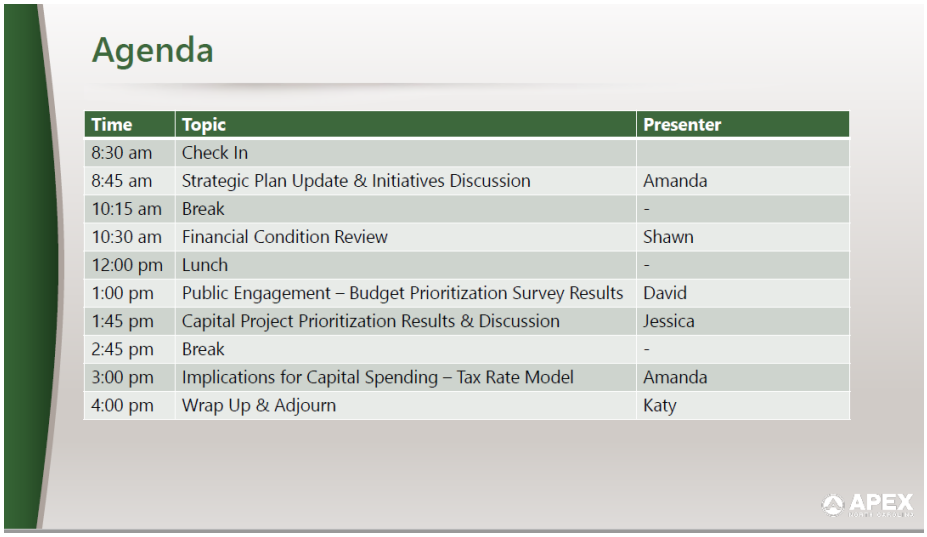
Councilmember Gantt said he saw a report saying State Revenue was higher than projected last fall, and ask if the numbers today would be a conservative estimate.

Deputy Town Manager Purvis said for the most part the numbers and projections will be conservative.

Ms. Grogan said the model will be updated as time goes along and they get more data. She said this whole process is still in the early stages.

Strategic Plan Update & Initiatives Discussion

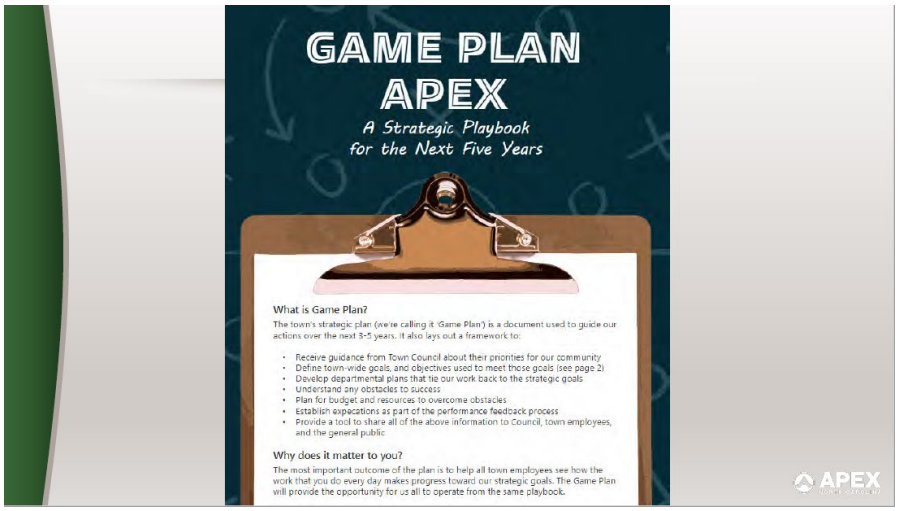
Slide 2



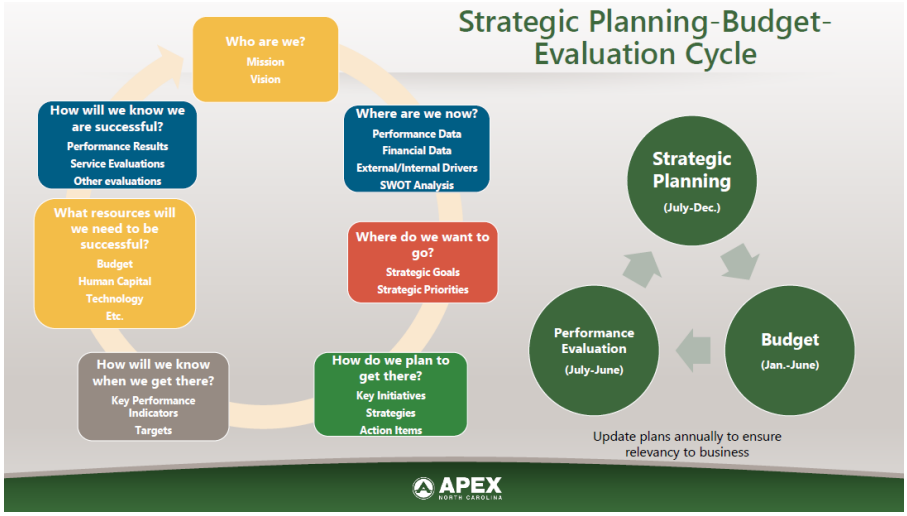
Slide 3



Slide 4



Slide 5

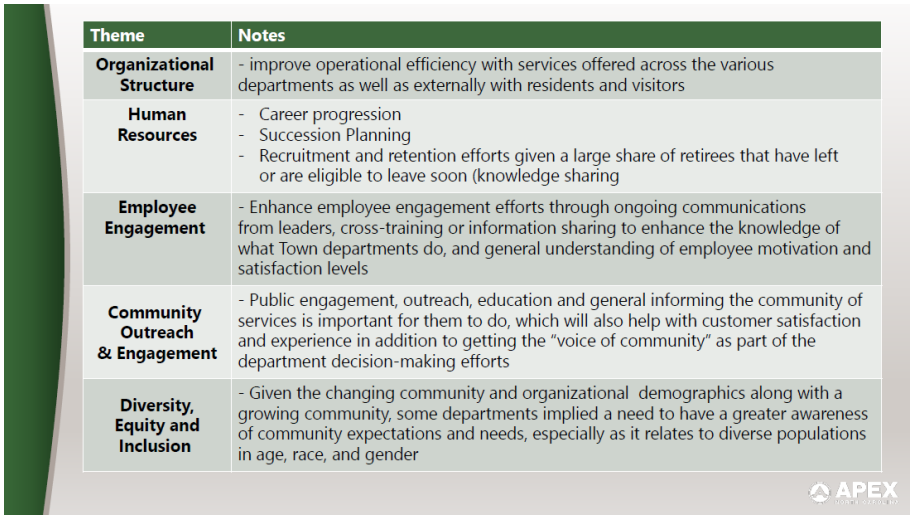


Amanda Grogan, Budget and Performance Management Director, began with the strategic plan update. She stated the budget team launched "Game Plan Apex". This is the proposed strategic plan or calling it their "Game Plan", which is a guide of actions over the next three to five years. Departments are working on their individual plans identifying performance data, analysis data, their strategic goals and priorities. The strategic planning process is July through December and this is our first round with departments. Plans will be revisited annually to update and adjust as needed.

Slide 6



Slide 7



Ms. Grogan said the budget team is putting together the budget now, January 2023 through June 2023. Phase one was Fall of 2022 to February 2023, in which departments developed their plans and is nearly complete. Phase two consists of departments work to finalize plans for February 2023 to April 2023, the budget team will review and identify budget implications. Council will then receive insights on all the initiatives once finalized by staff. Phase three is April 2023 to June 2023, this is the final process to share the budget plans with a tracking tool to monitor progress.

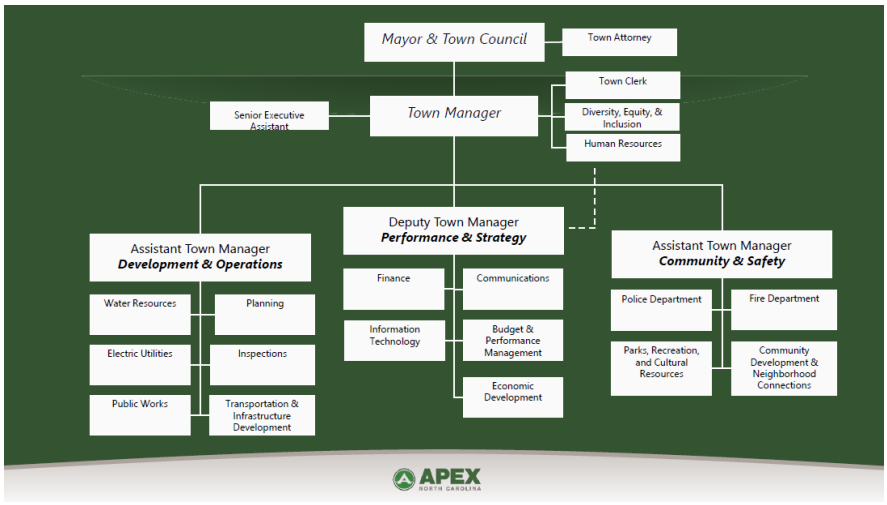
Ms. Grogan spoke on how departments develop their plans into specific themes.

Councilmember Zegerman asked if these specific planning guidelines were given to the departments or is these are the kinds of themes they saw developing as they start to see some of the outcomes of these plans.

Ms. Grogan said they took a top-down and bottom-up approach. Council worked to identify what the goals were and then identified different initiatives and objectives. It was then taken to the department level to have departments work out their plans and how they tie back to the larger picture, and now they are trying to connect these dots.

Ms. Grogan introduced Jimmy Aughenbaugh, who presented some initiatives that had been identified with some of the department, along with plans and themes.

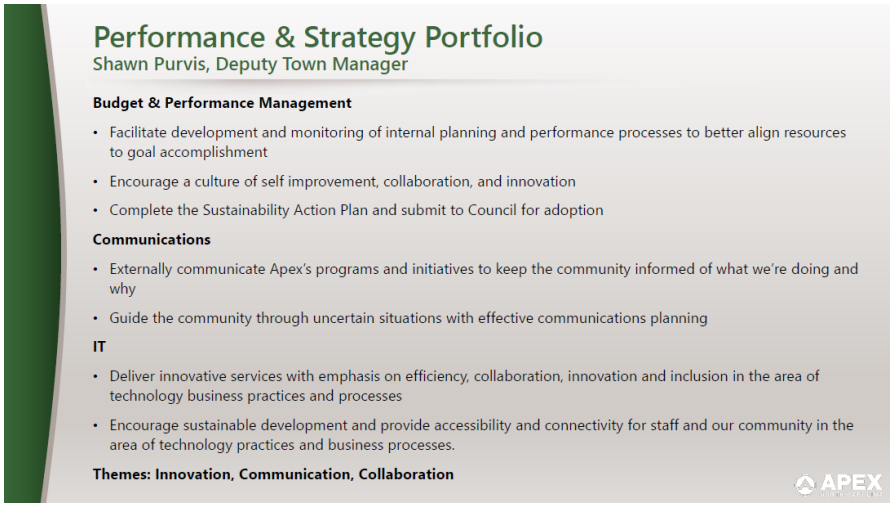
Slide 8



Slide 9



Slide 10



Slide 11



Mr. Aughenbaugh said they started with the top-down approach of working to figure out what the priorities are for the Town, then went back to departments to help them understand how their work contributes to these goals. The purpose for the administrative portfolio is to make sure the Town is all pushing towards the same objectives. The Human Resources side of this looked at recruitment and retention, and how to stay competitive with Apex's surrounding regions, and also trying to finalize the development and implementation of new Employee Performance Management program. The Legal side identified wanting to provide a responsive legal team and continuing to support that professional development to staff.

Mr. Aughenbaugh updated everyone on the performance and strategy portfolio. He stated the budget and performance management team is establishing a standardized budgetary review process with all departments throughout the fiscal year and also completing a Sustainability Action Plan to submit to Council for adoption. He said communications is working on extending the talent programs and specifically the 150th anniversary events, which is a big part of the strategic plan this year, as well as guiding the community through uncertain situations. He said the IT department is continuing to make sure the staff and community stays connected.

Mr. Augenbaugh moved along with the development and operations portfolio. He stated one of the things that needs to be focused on is recruitment particularly on the operations side. He said it is getting tough to find people to work positions like inspectors, planners, and water/sewer operators. He said transportation and infrastructure development is focused on implementing the Vision Zero Action Plan while improving efficiency and customer experience of the land development process. Inspections and Permitting side are educating people to understand the building codes and providing cross-training to merge qualified residential inspectors into commercial inspectors.

Mr. Augenbaugh said facilities are trying to think strategically about how the Town uses space. He said they're trying to develop and implement a Strategic Asset Management program to assess and prioritize all critical assets. The facilities department will partner with the budget and performance team to look at different sustainability initiatives that can reduce energy usage in the Town. The themes to focus on the operation side is sustainability, efficiency, and really focus on customer satisfaction.

Councilmember Mahaffey asked if someone can explain what the vacancy rate was for inspectors and how that's affecting our level of service like response time for inspections.

Mr. Aughenbaugh replied that it's his understanding that inspections are meeting the intended level of service, and that the problem is recruitment. He said there's not a lot of people that have the necessary certifications to be able to be an inspector. He said what is happening now is that the Town is having to hire people that are not certified, and then provide the training to let them get tested and become certified.

Assistant Town Manager Stone said they are working on increasing the pipeline for people who can do this work. He said they took on a high school student as an apprentice this past year, which has worked out well. He said because of the Council's work increasing salaries and benefits, they have seen a lot of people come from other communities and municipalities. He said their backlog and turnaround time is currently good.

Mary Beth Manville, Director of Human Resources, added that this problem with inspections has been going on since 2015. She said the regulation around inspectors has been realized so we had to get creative not only in partnering with our municipalities on how we can work together but also partnering with the Triangle J Council of Governments. She said they have an initiative to help with some of these difficulties to fill positions and it includes a lot of the trade positions. She thanked the Council for their support on increasing pay and benefits to attract and retain workers.

Mayor Pro Tem Killingsworth asked if Wake Tech offers training or any other training facilities.

Ms. Grogan said yes, but there are different levels and the exams are difficult to pass. She said the whole process takes more time than just classroom training, as it requires some work-related training in a more hands-on sense too. She said not many people want to go into the water and sewer field that are just entering the workforce.

Town Manager Crosby added that at the managers roundtable two things that were discussed were career progression and professional development. She said there is a huge desire

for more professional development, which is something the Town is looking into. The second thing is understanding the full compensation package and potentially expanding benefits.

Town Manager Crosby asked if Mr. Stone wanted to talk about streets.

Assistant Town Manager Stone said streets is down right now, but there was a backfill for a director and supervisor. He said he believes they are currently in a good place.

Ms. Manville added that looking at existing positions that are currently open, she said she's not seeing any struggle. The positions some positions that are harder to find, such as housing positions and DEI positions. She said they are going nationally trying to find people to fill these positions. She said that a majority of vacancies are either new positions that haven't been filled, or from internal promotions. She said Apex is positioned well moving forward. She said they are working with Haven creative to establish new forms of employer branding and to promote the benefits of working at Apex.

Assistant Town Manager Stone said they had just filled a long-term vacancy in an electrical engineering positions, and the recent work changes and improved benefits helped facilitate that.

Councilmember Zegerman asked where the Town thinks it is going to be exposed three years from now, and how to start building up these programs. He wondered where the Town feels most vulnerable in this aspect.

Mr. Aughenbaugh stated this is a one to three-year plan. He said they are seeing other places are having these issues, which is why we bring up the terms strategic rather than budget.

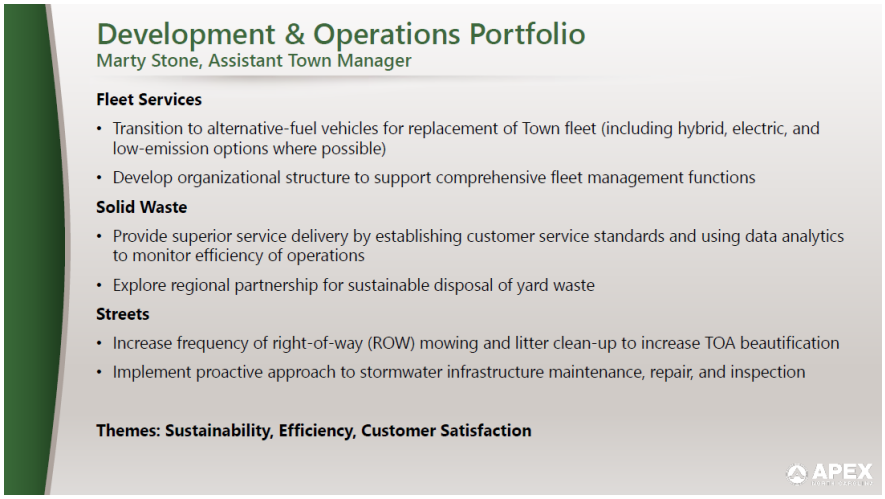
Councilmember Zegerman said he wanted to make sure they were considering how to position themselves to not lose out when surrounding municipalities improve their pay structures and benefit packages.

Councilmember Mahaffey was concerned about the housing issue in Apex, and how some people have to live outside Town and work here.

Town Manager Crosby said we have lost more leadership level positions but she doesn't feel that's the overwhelming issue. She said what has came up at the managers roundtable is affordability. She said she is in contact with Assistant Town Manager John and they are discussing ways they can address this issue. She added that they are looking at tying in cost-of-living with the employee branding work.

Ms. Manville added that two surveys were done, one was done five years ago, and one was done recently, that said they wanted to live in Apex and often have a 1-2-acre lot, but that it wasn't one of their major priorities. She said one of the reasons hiring is so competitive in the area is because people outside of Apex can easily work here or in many other municipalities. She said the factors may be different for recruiting than retention.

Slide 12



Mr. Aughenbaugh said on the fleet services side, the focus on the sustainability part of the Town's transition. The fleet team is focusing on transition to alternative fuel vehicle for replacement town fleet as well as developing a structure to support comprehensive fleet management functions. The solid waste side is contracted but monitored internally. He said the customer service standards are making sure were handling any complaints as quickly as possible and looking to explore a regional partnership for sustainable disposal of yard waste. He added that the streets focus is to increase frequency of right of way towing and litter clean up to increase beautification and also, to implement proactive approach to stormwater infrastructure maintenance, repair and inspections.

Mayor Pro Tempore Killingsworth asked about recycling being an issue previously and where it ends up going.

Mr. Mullis said recycling currently is through GFL and they dispose at Sunoco and recycling goes to Murph, which is in Garner.

Ms. Grogan said there were problems a few years ago, where GFL had to administer more fees because they couldn't find a location. She said last year the cost did go down, and asked Mr. Mullis if something was done to mitigate that.

Mr. Mullis said he was not, but that GFL would likely give them the cost escalation within the next month. He said a processing fee is standard for this kind of thing.

Town Manager Crosby said they have drafted a development sustainability plan and asked Ms. Grogan to speak about it.

Ms. Grogan said they've got a draft for the sustainability action plan and are mapping things out with departments, who are discussing and identifying their specific needs. She said they are looking at multiple areas of Town waste and how to reduce it.

Councilmember Gantt said the EPA is about to award tens of millions of dollars in grants, and encouraged Apex to come up with detailed plans and impact analyses for projects in order to share that information.

Ms. Grogan said this information should be coming soon, and they are trying to create the plans and strategic goals. She said they will be focusing on gathering the data and then building off of that.

Councilmember Mahaffey is worried about taking too long to plan simpler things, and potentially miss out on money that could come in for it.

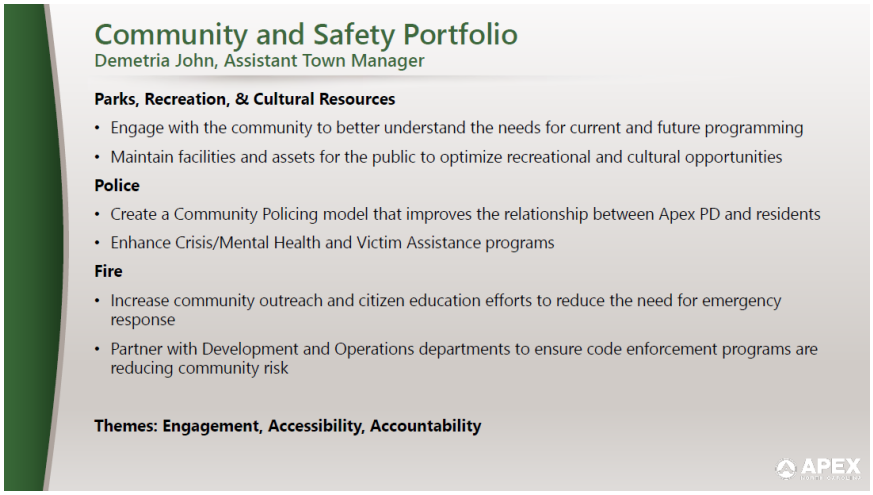
Deputy Town Manager Stone said there is a lot more things that go into charging stations than simply putting one in a parking lot, so the planning process was necessary.

Slide 13



Mr. Aughenbaugh said they planning is focused on expanding transit services both within the Town and connecting to the surrounding region. Then implement town-wide Wayfinding Signage Program which will not only help people get around but also encourage people to utilize different services. He said the electric utility side has increased participation in the load management switch program and maintain load reduction capability. He said they also plan to educate citizens about Town-owned electric system. The water resources side wants to expand community engagement efforts to increase resident knowledge of their water quality. Also, to partner with the manager's office to develop growth management plan to ensure infrastructure development meets the Town's needs.

Slide 14



Mr. Aughenbaugh moved on to the last portfolio with community and safety. He said the parks and recreation department are focusing a lot on engaging with the community to better understand the needs for current and future programming and how we can fully utilize Town facilities. He said the goal is also to maintain facilities and its assets for the public to optimize recreational and cultural opportunities. He added that police are working to create a community policing model that improves relationships with the community, and that fire's big focus is on community outreach to reduce the need for emergency responses. He said fire wants to partner with development and operations departments to enforce programs for reducing community risk and things are up to code

Councilmember Mahaffey asked how the crisis management program has been going

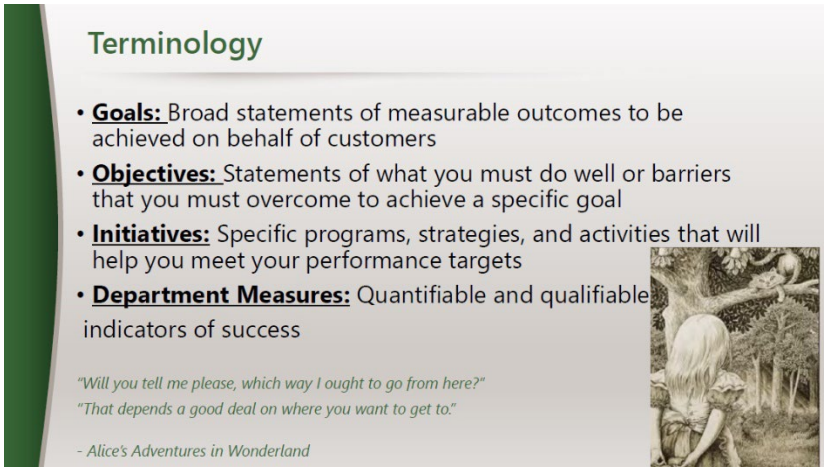
Chief Armstrong said he wouldn't put a level of success on it, as the Town only had one position to work with. He said most of these programs have had multiple people that have different roles and the Town is still building it out. He said the long-term goal is to build it into something that is beneficial for community members, and also safe for staff members. He said since the position is civilian, she is limited in what information she can access since she is not a law enforcement officer, and so they have had to apply support from sworn officers and are looking for better ways to go about that.

Councilmember Mahaffey asked if they were looking to move to a co-responder model this year.

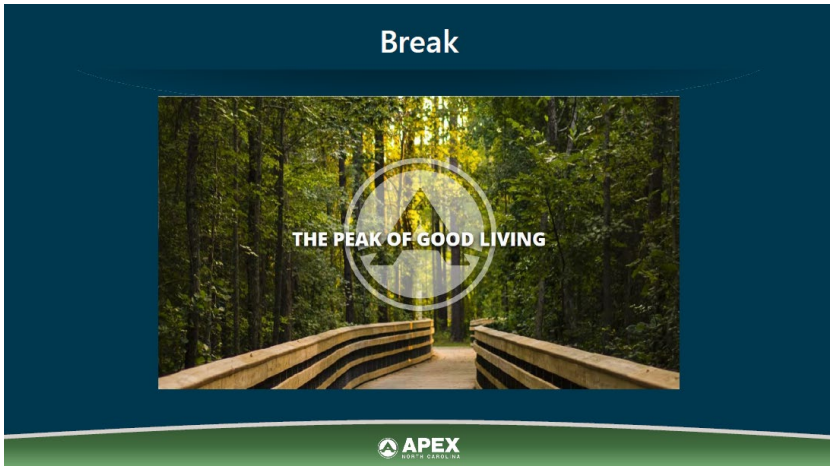
Chief Armstrong said this is something they are looking to build out in stages over time, and that they are looking at acquiring more resources for the crisis counselor to be able to be in the field more and be safe when doing so.

Town Manager Crosby added that community development and neighborhood connections is a department that is going to be built over time as well, and they are working on setting up the foundation for it now.

Slide 15



Slide 16



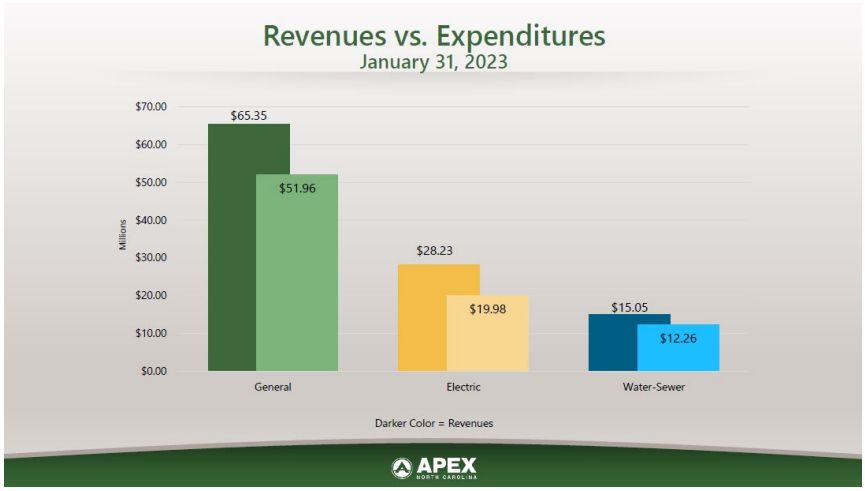
Mayor, Councilmembers, and Staff went on a break, then proceeded to participate in a group activity related to budget priorities related to strategic goals. (Budget and Performance Manager Amanda Grogan provided an overview and references were provided)

Financial Condition Review

Slide 17



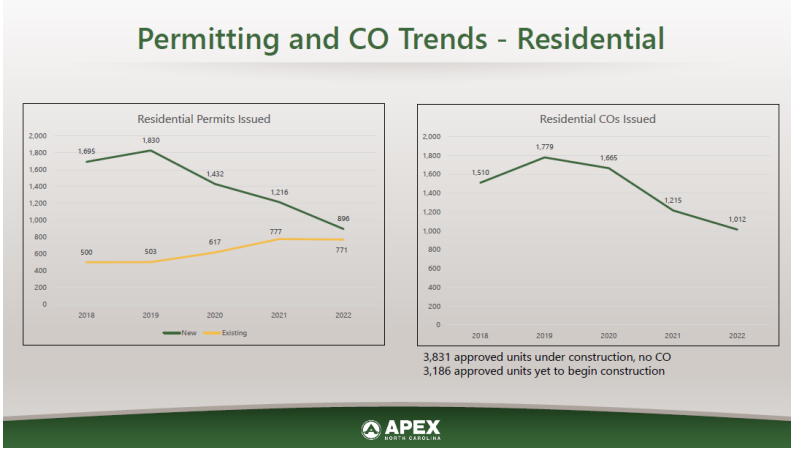
Slide 18



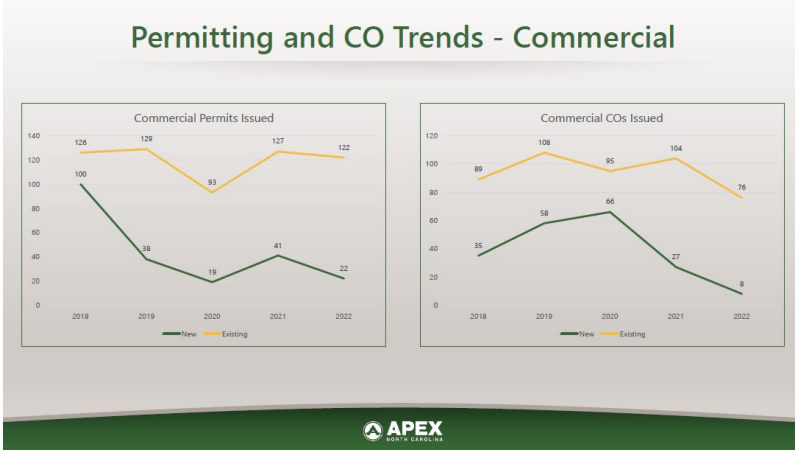
Deputy Town Manager Purvis went over the financial review also explained how it's being framed and structured. He said there are three primary resources that the Town looks at, which are, operating revenues, financial revenues, and budget development.

Deputy Town Manager Purvis went over the operational revenue piece. One of the trends that the Town has recognized and monitored is direct correlation with property value. He said adding in new construction, significant renovation, or an addition that has to be claimed or it will have to be revaluated every four years and that's the only way to add to the overall assessment.

Slide 19



Slide 20



Councilmember Gantt said he asked staff to track a timeline of rezonings and what it would look like. He said rezonings ramped up in the years leading to 2015, and that the construction in 2018 and 2019 were likely those rezonings being developed.

Deputy Town Manager Purvis said that reserving smaller ones may happen within five to ten years and larger ones take up to twenty to thirty years depends on the market condition and the resources and desires of the developer.

Councilmember Zegerman said there are 3800 under construction units actively being built right now, and that they will materialize in the next three years. He said these could ramp the pace back up.

Deputy Town Manager Purvis said one of the reasons we want to look at it is really the pace of some of the builders, if they've slowed down or that they don't know to build at the same place in the current market. He said there is still growth but help understand the revenue and the property tax may not grow as fast.

Councilmember Mahaffey asked about data from further back.

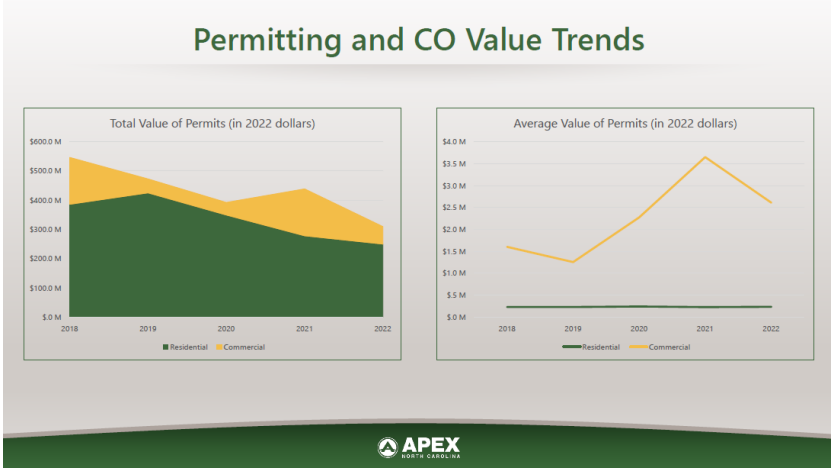
Deputy Town Manager Purvis said there is data gathered further back and he can send that out.

Deputy Town Manager Purvis showed the current overview of commercial trends. He said there hasn't been a lot in commercial but still the existing commercial is up.

Councilmember Gantt said in the last five years there's been a lot of mixed-use developments. He said presumably there will be more of these coming up in the next several years.

Deputy Town Manager Purvis said there were several that should be coming up soon. He said there is a little bit of mitigation in it, and that since the average value of what you are getting is higher than what you had, it keeps it from dropping. The total average of permits stays pretty flat on the residential side but commercial had a peak.

Slide 21



Slide 22



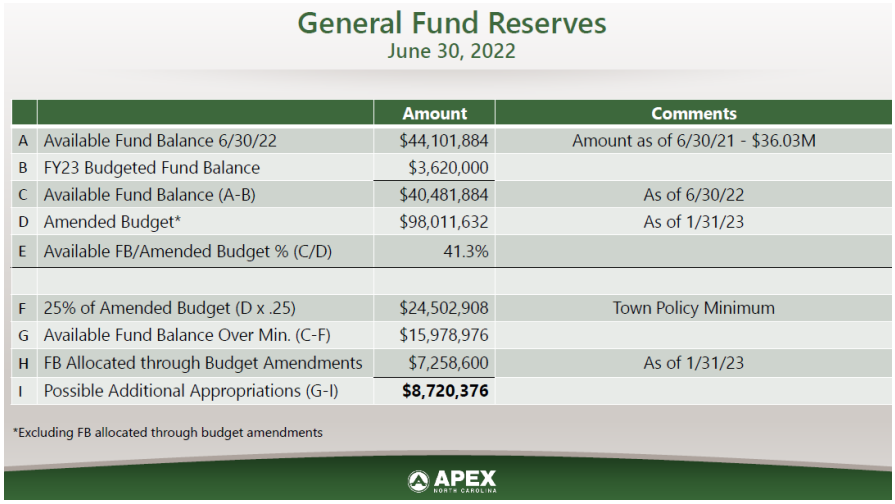
Deputy Town Manager Purvis provided the last piece on the terms of the operating revenue that's going to show our trend per capita revenue. He stated if you take the property tax and taking our assessed value provided by our population is what our property taxes generate.

Councilmember Zegerman asked how this is compared to other neighboring communities.

Deputy Town Manager Purvis said that's something to look into. He said some municipalities may or may not run this part in their budgets. The overall growth is happening but its at a slower rate, so asked Council to be prepared when staff puts the budget together to understand how much more revenue that we have. Being aware of taxes and that more commercial will help it has a higher value per unit so that will help.

Deputy Town Manager Purvis moved on to the General Fund Reserves. The projected available fund balance is going to be around 44 million. He said staff budgeted 3.6 million in the current year's budget and that leaves us with 40.5 million in our available fund balance. The amended budget balance is around 98 million. He said 7.2 million is the funding balance for allocated for projects.

Slide 23



General Fund Reserves
June 30, 2022

		Amount	Comments
A	Available Fund Balance 6/30/22	$44,101,884	Amount as of 6/30/21 - $36.03M
B	FY23 Budgeted Fund Balance	$3,620,000	
C	Available Fund Balance (A-B)	$40,481,884	As of 6/30/22
D	Amended Budget*	$98,011,632	As of 1/31/23
E	Available FB/Amended Budget % (C/D)	41.3%	
F	25% of Amended Budget (D x .25)	$24,502,908	Town Policy Minimum
G	Available Fund Balance Over Min. (C-F)	$15,978,976	
H	FB Allocated through Budget Amendments	$7,258,600	As of 1/31/23
I	Possible Additional Appropriations (G-I)	**$8,720,376**	

*Excluding FB allocated through budget amendments

APEX NORTH CAROLINA

Councilmember Zegerman asked if we're spending about 11 million of our funding balances.

Deputy Town Manager Purvis stated that is correct. He proceeded that the available general fund balance of 98 million is at 4.3 percent. There is also allocated funds of 8.7 million for potential additional appropriations.

Councilmember Zegerman asked about the delta between revenues and expenses. He asked if there was another offset at the end of the year where our revenue outpaced expenses, and therefore they should be added to the fund balance.

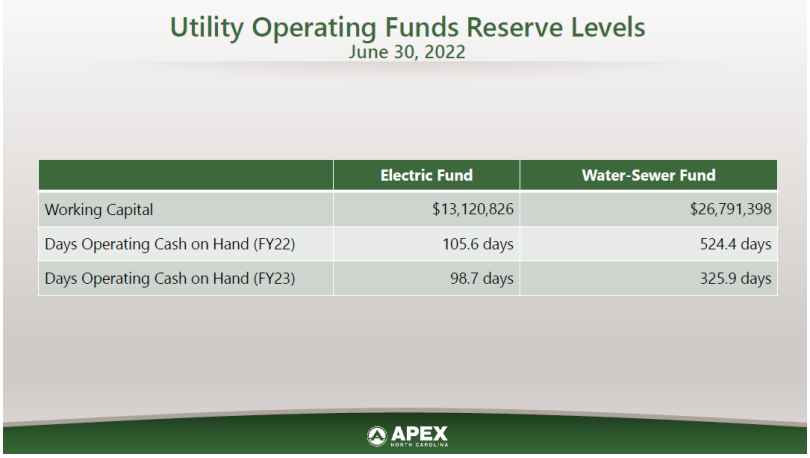
Deputy Town Manager Purvis said he anticipates that and the forecast will come again with the overall budget, right now framework is being established.

Deputy Town Manager Purvis recommended Council considering changing the 25% for fund balance reserve to a range. He added that the bond rating agencies look at this as an aspect of rating, and they rate 35% or higher as "very strong".

Councilmember Mahaffey said to be sure the Town maintains the Triple A rating, so we want to be at 35.

Mr. Morrison said that some of the large municipalities and counties think 25% is even high for them, they are looking at 20%.

Slide 24

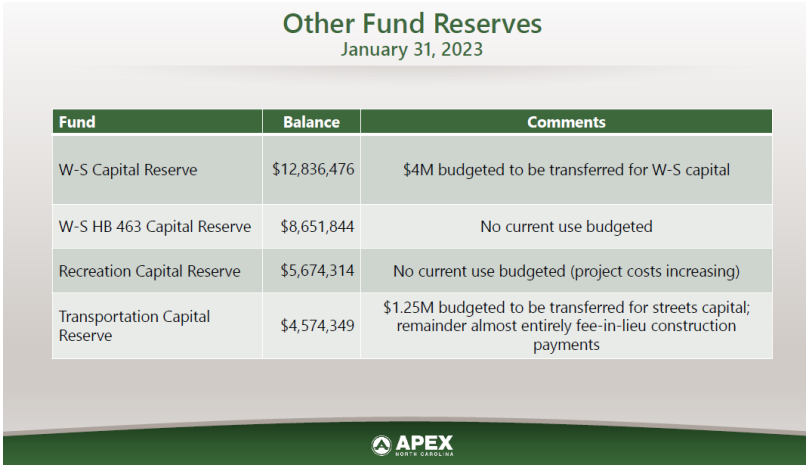


Deputy Town Manager Purvis went on to talk about the electric and water-sewer working capital funds. He said there is a lot of capital on hand on the water and sewer side. He said the Town is trying to close some projects out like the new water tower and some old lines replaced on Old Raleigh Road. He said within the next 10 years the wastewater recognition at Western Wake will need an expansion which will be a huge dollar amount.

Assistant Town Manager Stone said our long-range plan for the water resources is going to give us a better outlook. The Town partners with Cary and Apex water treatment plant and Western Wake plant. The town negotiates for a percentage of the plants use, so we have 23 percent of the water plant and 34 percent of the western wake. There is no room right now for improvement or expansion right now at the Middle Creek Plant that's in Apex. Western Wake can be expanded by changing the technology of how they treat the wastewater.

Deputy Town Manager Purvis said there is an analysis studying being done for electric and waste water as a heads up for future targets. He moved on to the breakdown of other water-sewer capital fund reserves. These reserves are a "pot" essentially for bigger projects that hopefully bring grant opportunities.

Slide 25



Deputy Town Manager Purvis went over the total breakdown of debt of the general fund.

Slide 26

Total Debt Outstanding

Debt Type	General	Water-Sewer	Electric	Total	Percent
General Obligation Bonds	$59,440,000	$29,080,000	-	$88,520,000	67.0%
Installment Purchase	$18,440,931	$4,217,689	-	$22,658,620	17.2%
Revenue Bonds/State Revolving Loans	-	$10,500,000	$10,357,000	$20,857,000	15.8%
Total	**$77,880,931**	**$43,797,689**	**$10,357,000**	**$132,035,620**	**100%**

APEX NORTH CAROLINA

Slide 27

General Fund Debt Capacity

Criteria	Value	Policy Limit	Available Capacity	Comments
Debt Outstanding	$126,880,931	$891,813,415	$764,932,484	NCGS limit 8% of assessed value; Includes $49M unissued debt
Assessed Value FY22	*$11,147,667,692*			
Net Debt/AV	1.138%	$278,691,692	$151,810,761	Town Policy Limit 2.5%
FY23 Debt Service	*$7,766,986*			
Net Debt Service/Exp.	7.37%	$12,632,428	$4,865,442	Town Policy Limit <12%

APEX NORTH CAROLINA

Slide 28

Comparative Tax Supported Debt Levels - LGC Peer Group

June 30, 2022

Municipality	Debt as a % of Tax Base	Debt per Capita
Apex	**1.139%**	**$2,068**
Asheville	0.559%	$1,154
Chapel Hill	0.705%	$1,078
Huntersville	0.375%	$628

Comparative Group, population 50,000 to 99,999 with a AAA bond rating from Moody's Investor Services.

APEX NORTH CAROLINA

Slide 29

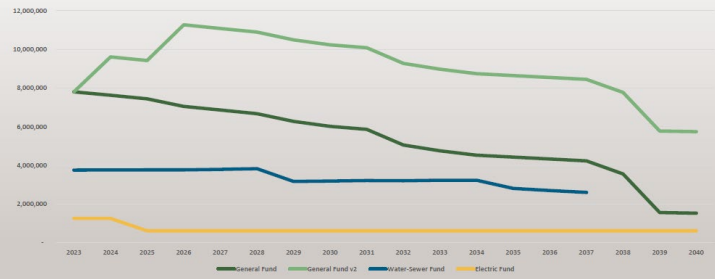
Comparative Tax Supported Debt Levels – Neighbors
June 30, 2022

Municipality	Debt as a % of Tax Base	Debt per Capita
Apex	**1.139%**	**$2,068**
Cary	.947%	$1,812
Fuquay-Varina	1.453%	$2,071
Garner	2.051%	$3,209
Holly Springs	1.289%	$2,052
Morrisville	0.971%	$1,969
Wake Forest	0.536%	$786

APEX NORTH CAROLINA

Slide 30

Total Debt Service



APEX NORTH CAROLINA

Slide 31

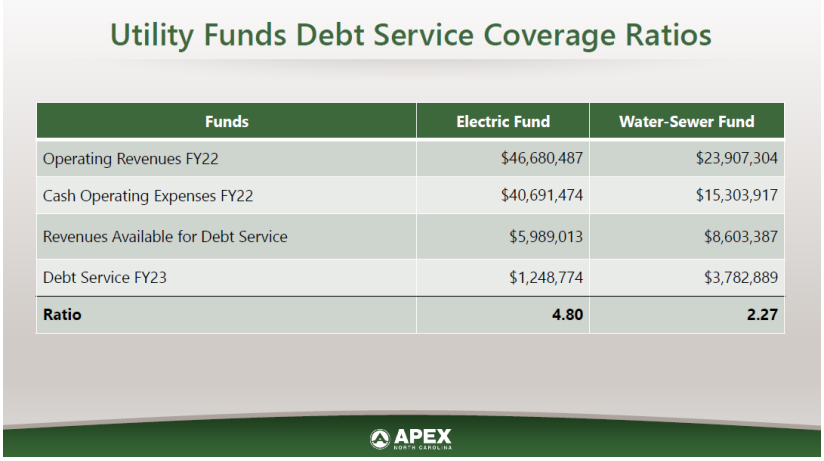
Purposes of Outstanding General Fund Debt

Purpose	Amount w/out unissued bonds*	Percent	Amount w/ unissued bonds*	Percent
Parks & Recreation	$54,162,931	69.5%	$54,162,931	42.7%
Public Safety	$12,888,565	16.5%	$12,888,565	10.2%
Street & Sidewalks	$9,415,000	12.1%	$58,415,000	46.0%
General Government	$1,414,435	1.8%	$1,414,435	1.1%
Total	**$77,880,931**	**100%**	**$126,880,931**	**100%**

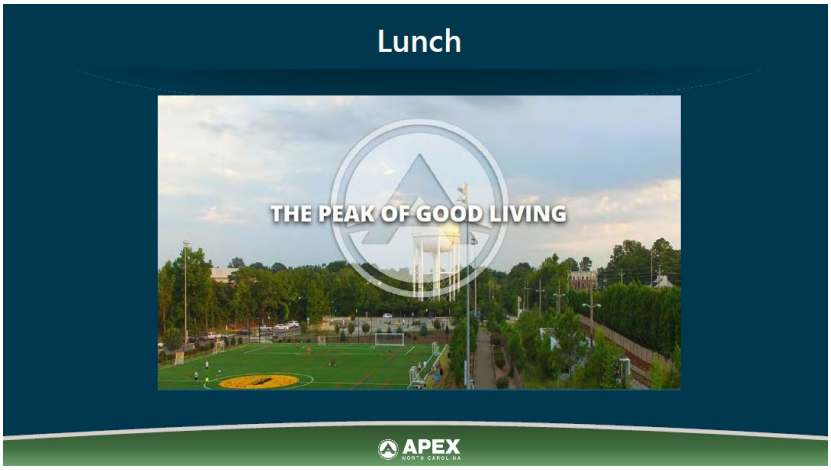
*Unissued Bonds = $49M Streets & Sidewalks

APEX NORTH CAROLINA

Slide 32



Slide 33



Councilmember Gantt asked about the money from the ARP was at.

Deputy Town Manager Purvis said it was in a separate account not reflected here, and that they will be giving Council a report on the projects it is funding. He added that on several projects cost estimates came in much higher than expected due to labor and materials cost.

Mayor Pro Tempore Killingsworth asked if it was possible to do certain projects in-house rather than contracting them out.

Deputy Town Manager Purvis said it may be possible for some very small projects, but for most of them the Town will not be able to handle and manage.

Councilmember Gantt said in general it seems the combination of costs are going up and interest rates are going up at the same time.

Deputy Town Manager Purvis went over the total breakdown of debt of the general fund

Councilmember Zegerman asked if the bond changes the breakdown of debt.

Deputy Town Manager Purvis said this gets built into the models that they create

Councilmember Gantt said in general it seems the combination of costs are going up and interest rates are going up at the same time.

Mr. Morrison agreed and said he wants to make sure we are not paying unneeded amounts of interest and the town also doesn't want to slow down and delay projects either.

Mayor Gilbert called for a recess at 12 PM.

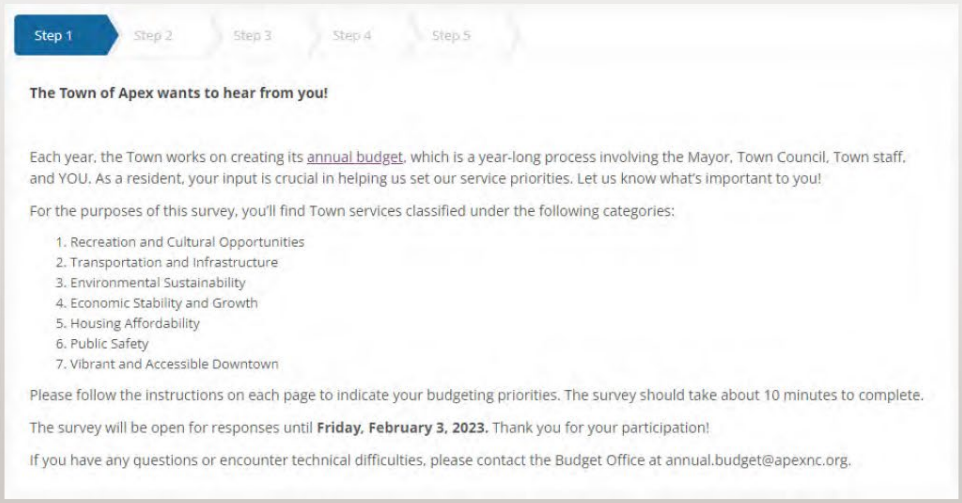
[PUBLIC ENGAGEMENT – BUDGET PRIORITZATION SURVEY RESULTS]

(Slide 34):



(Slide 35):

Budget Priorities Survey



APEX NORTH CAROLINA

Slide 36:

Budget Priorities Survey

- Responses up 56% from last year
- Survey made available:
  - Website
  - All in Apex eNewsletter
  - eBill
  - Posted to all social media
  - Pushed out to staff to advertise at events, activities and advisory boards with the Public

APEX NORTH CAROLINA

Ms. Grogan stated that the Town had a substantial increase in its budget prioritization survey participation.

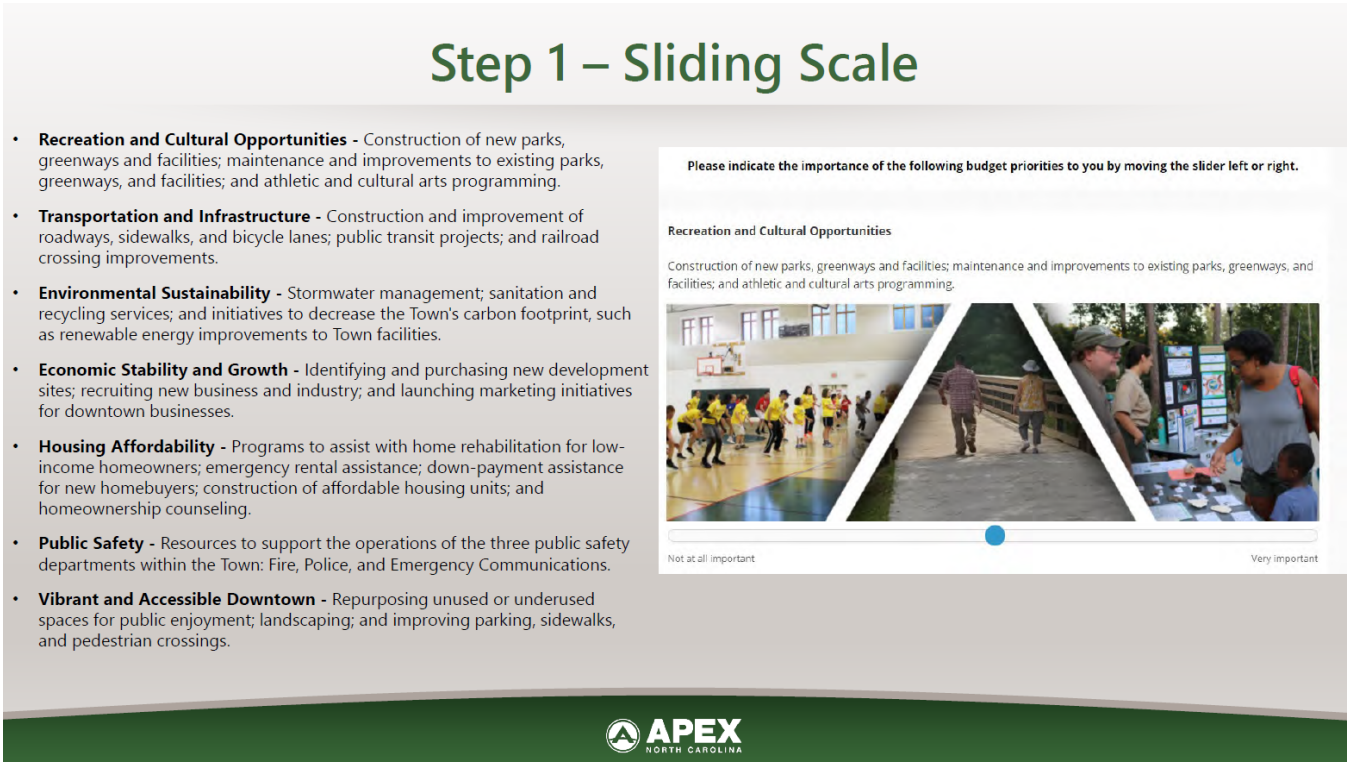
Councilmember Gantt asked what she would attribute the increase in participation to.

Ms. Grogan said the Town utilized multiple social media platforms, the Town website, the Town newsletter, boards and committees, and additionally used Instagram stories with "this or that" questions to draw more engagement beyond simply posting information

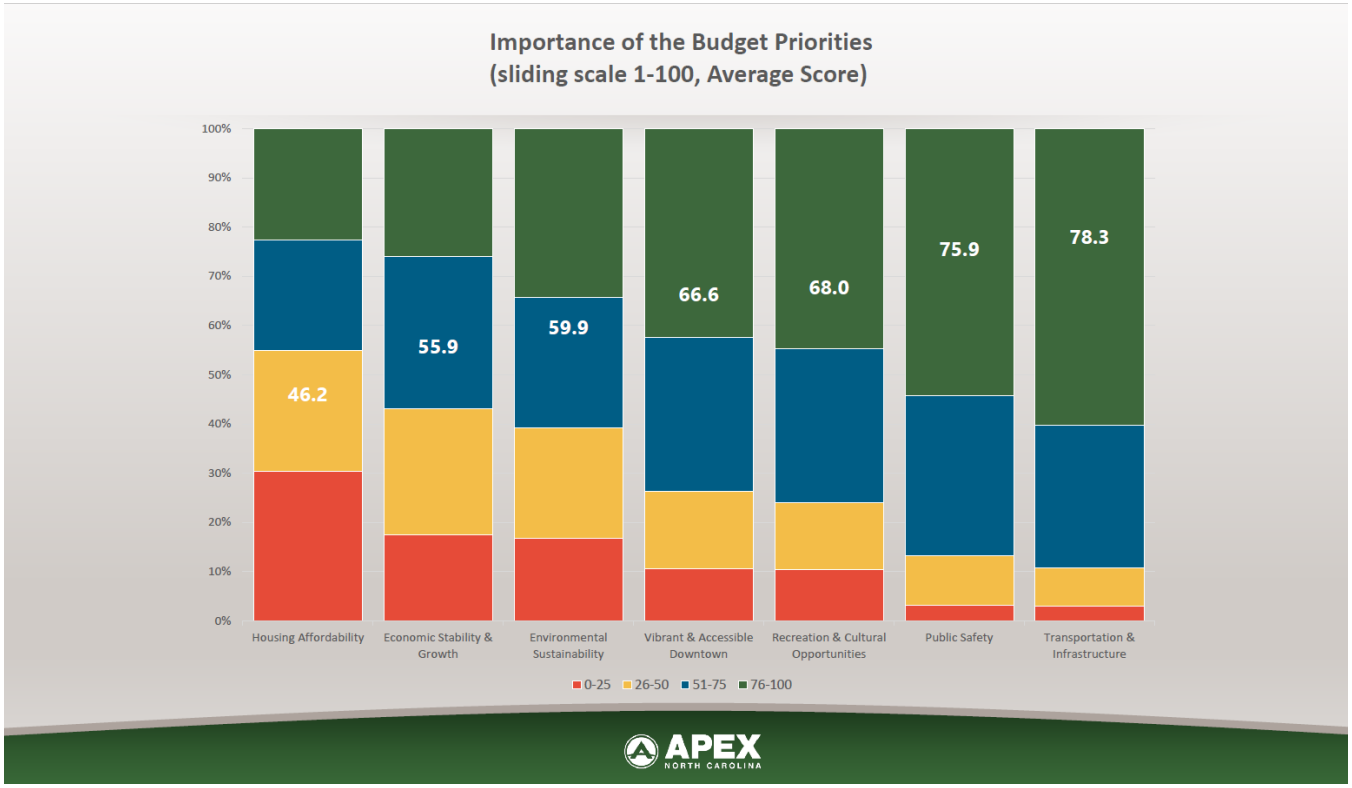
David Wood began the presentation on the survey. He said responses were up 56% from last year, with 619 responses. He detailed how the survey worked, with the first step being rating 7 different general areas of Town budget focus on a sliding scale of "not at all important" to "very important". The Town created a chart sorting the areas based on the percentage of people who put a very positive response.

Mr. Wood then described the second step, which was a series of more specific budget priorities within each of the 7 more general areas, and rank them 1-5 based on their preferences of most important to least important, or identify that none of them are important to them. He then presented the results of this, with a pie chart for each category showing which goals within each category got the most favorable responses.

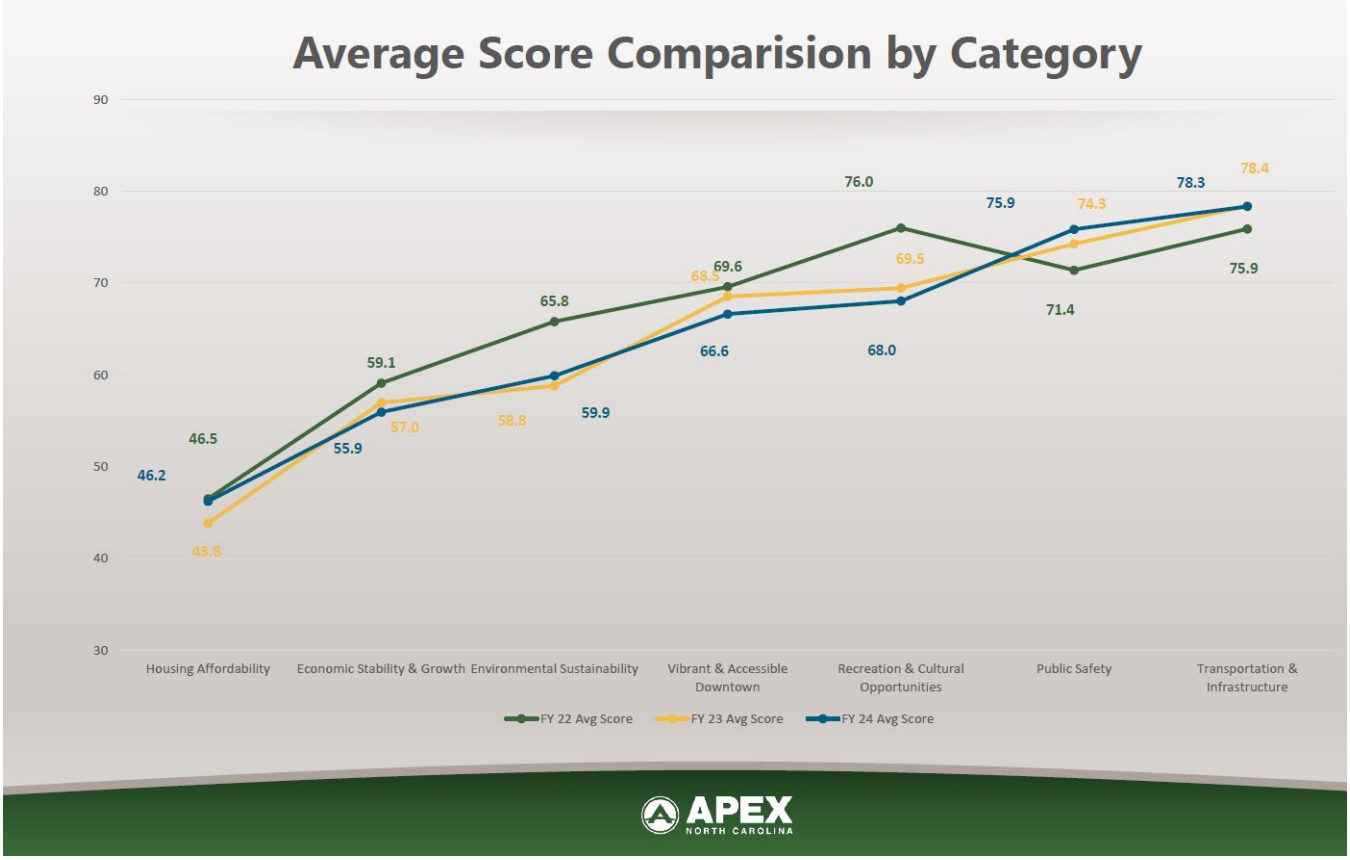
(Slide 37):



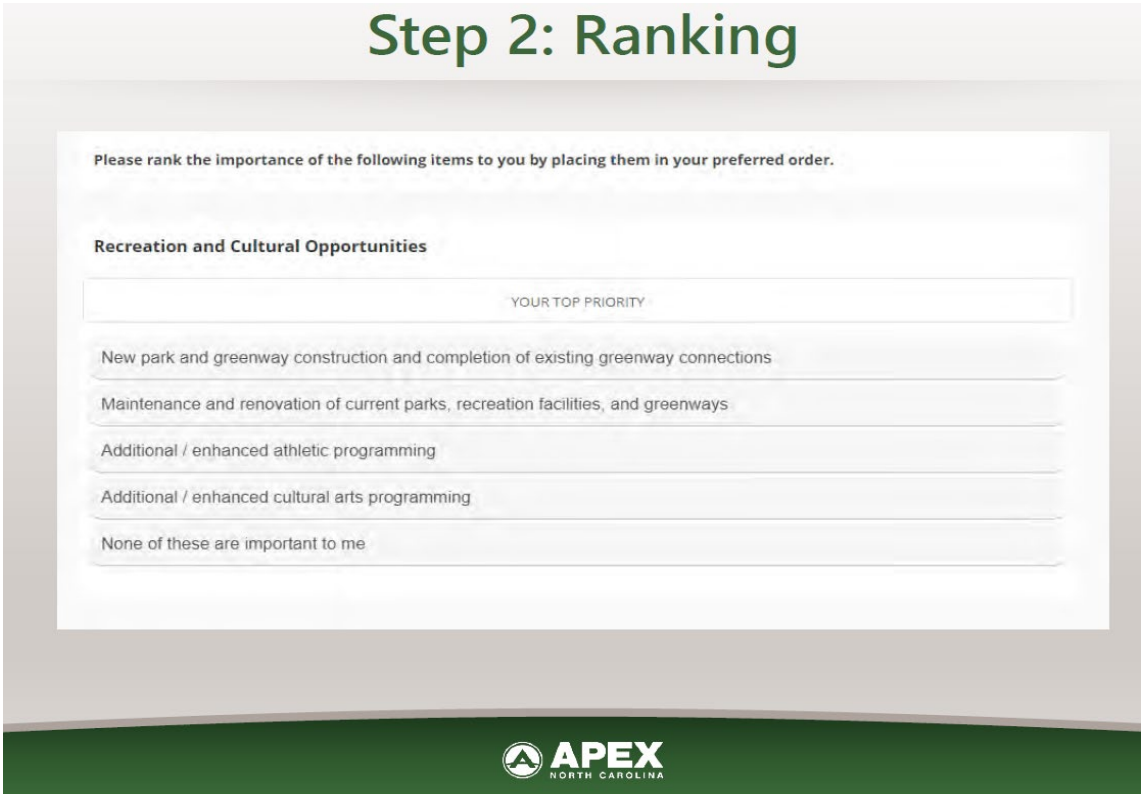
(Slide 38):


Importance of the Budget Priorities
(sliding scale 1-100, Average Score)
100%
90%
80%
70%
60%
50%
40%
30%
20%
10%
0%
46.2
55.9
59.9
66.6
68.0
75.9
78.3
Housing Affordability
Economic Stability & Growth
Environmental Sustainability
Vibrant & Accessible Downtown
Recreation & Cultural Opportunities
Public Safety
Transportation & Infrastructure
0-25
26-50
51-75
76-100
APEX
NORTH CAROLINA

(Slide 39):



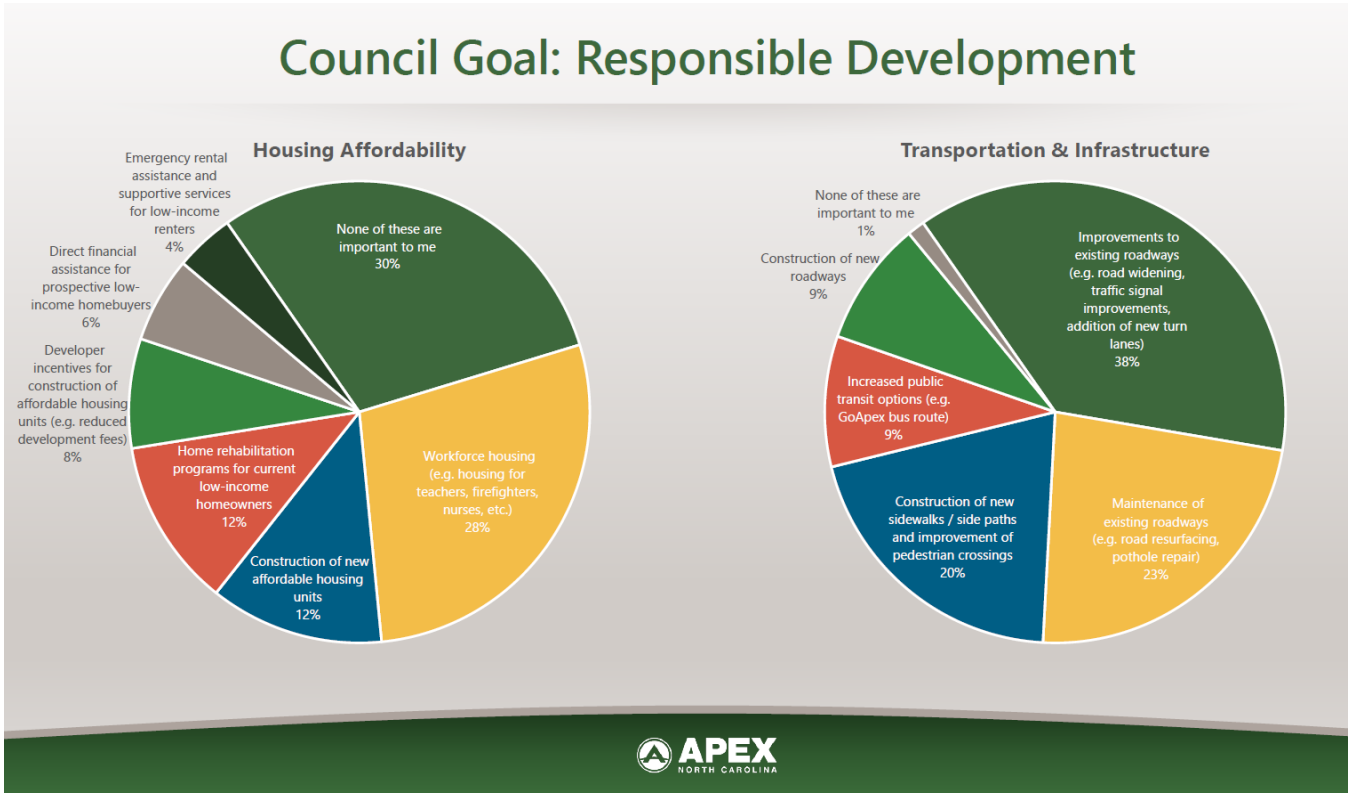
(Slide 40):



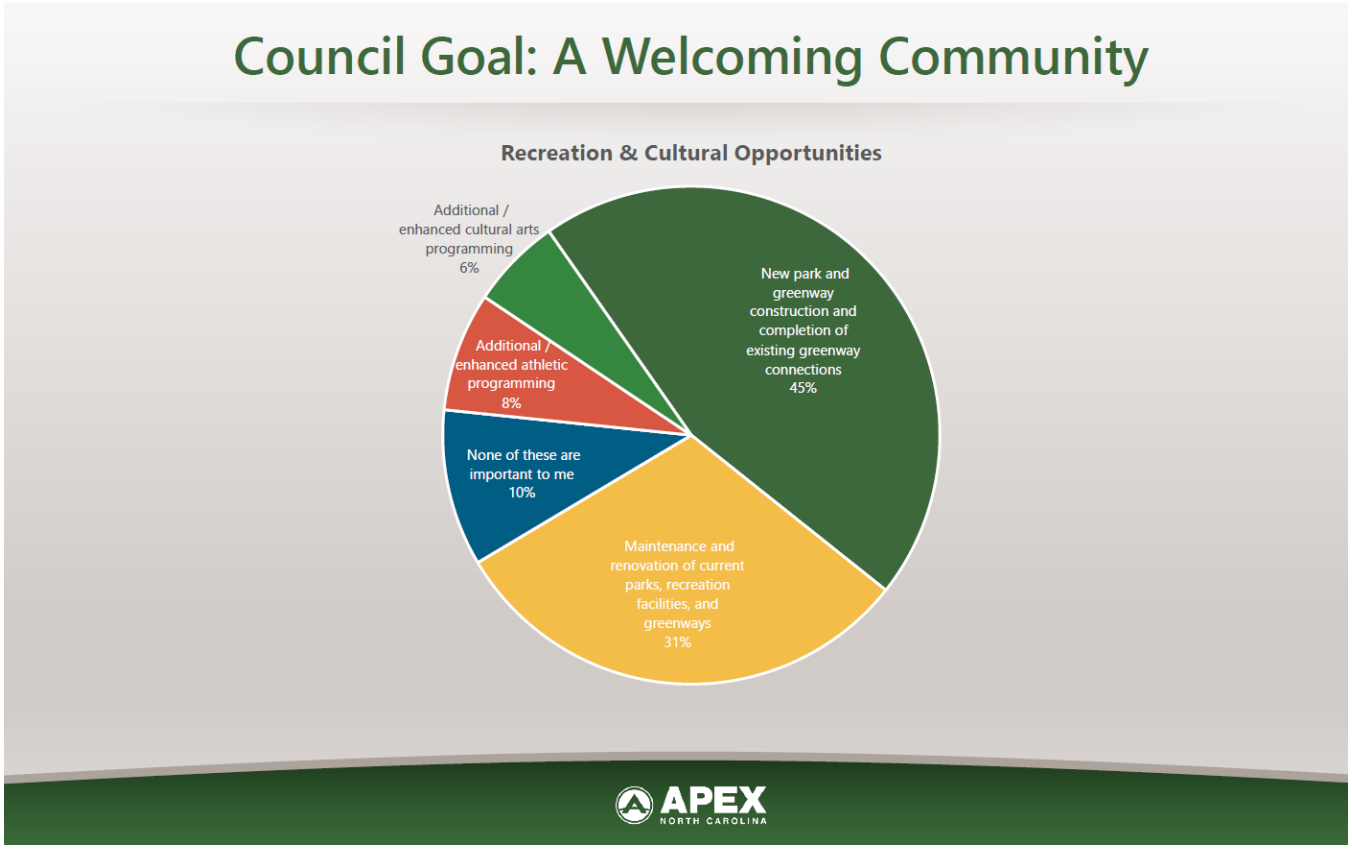
(Slide 41):



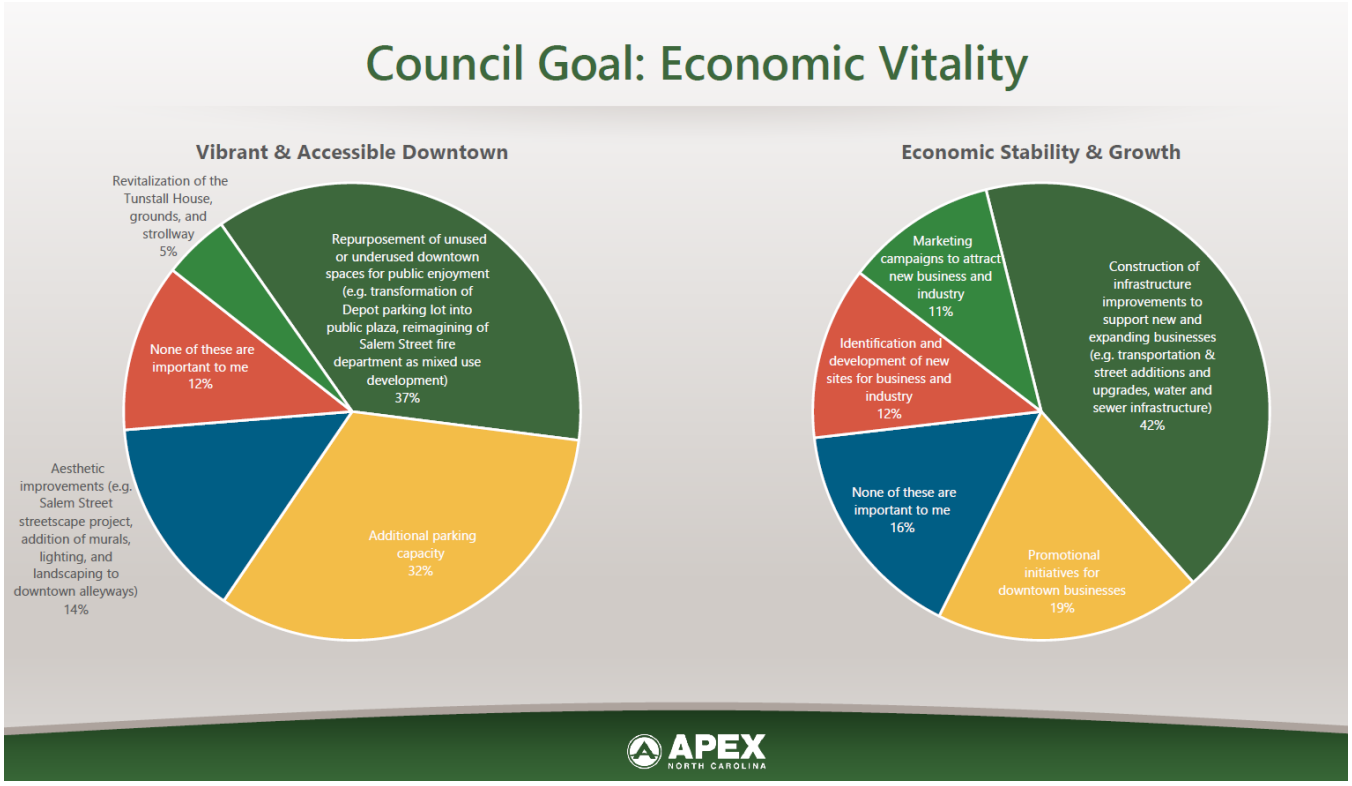
(Slide 42):



(Slide 43):



(Slide 44):



Councilmember Zegerman was curious about the demographic map for the survey, and asked if there a particular reason why the most common response areas were west of 540.

Ms. Grogan said this was the first year they added the option to choose which section of Apex you lived on, so they don't have other data to compare it to. She said they weren't sure exactly why certain communities were more responsive than others, but that it could serve as a guide on where to get more information out to.

Mr. Wood added that overall the demographics of the respondents matched up pretty well the Apex population, but that the caveat was since this was a government survey, it was likely most of the respondents were more engaged than the average resident.

Councilmember Mahaffey said he felt it was a positive thing that a lot of engagement was coming from newer communities in the western part of the Town.

Mr. Wood said staff would make a note to have sector response percentages along with the demographic information next year, as this aspect of the survey was new and would continue to grow.

Councilmember Gantt asked if there were surprises from staff's perspective regarding the results of the prioritizations within the broad categories.

Ms. Grogan responded by saying that the responses were very consistent with last year's results, but that it was a bit surprising that it was as consistent with such an uptick in engagement.

Mayor Gilbert wanted to confirm that people could theoretically take this as many times as they wanted.

Ms. Grogan replied that yes, no personal information was provided or collected, so people could theoretically take it multiple times.

Mayor Gilbert asked if the results of the Instagram stories were included in this data.

Ms. Grogan said that the categories and questions were not exactly the same so the data was not included in this set. She said given the reach the stories seemed to have, it is something they will look to build on in the future.

Mr. Wood said this would also allow for responses to be given only once per account, and that he believed this was the biggest driver for increased engagement year to year.

Councilmember Gantt said that some results of the demographic breakdown were confusing, such as housing affordability being more important to people who reported making 150 thousand or more a year in household income than below.

Mr. Wood said that for some questions and/or demographic information, not everybody responded to all the fields or questions within the survey, so the statistics are not perfectly accurate as a representation since demographic information is not required to be shared.

Ms. Grogan said household income was one of the things people tended not to report as often, as compared to something like gender.

Councilmember Gantt asked if a goal for next year was to increase engagement with the survey amongst the under-18 population.

Ms. Wood said yes, and that there are some things they can do, and that the significant lack of young people responding definitely skews the data a bit.

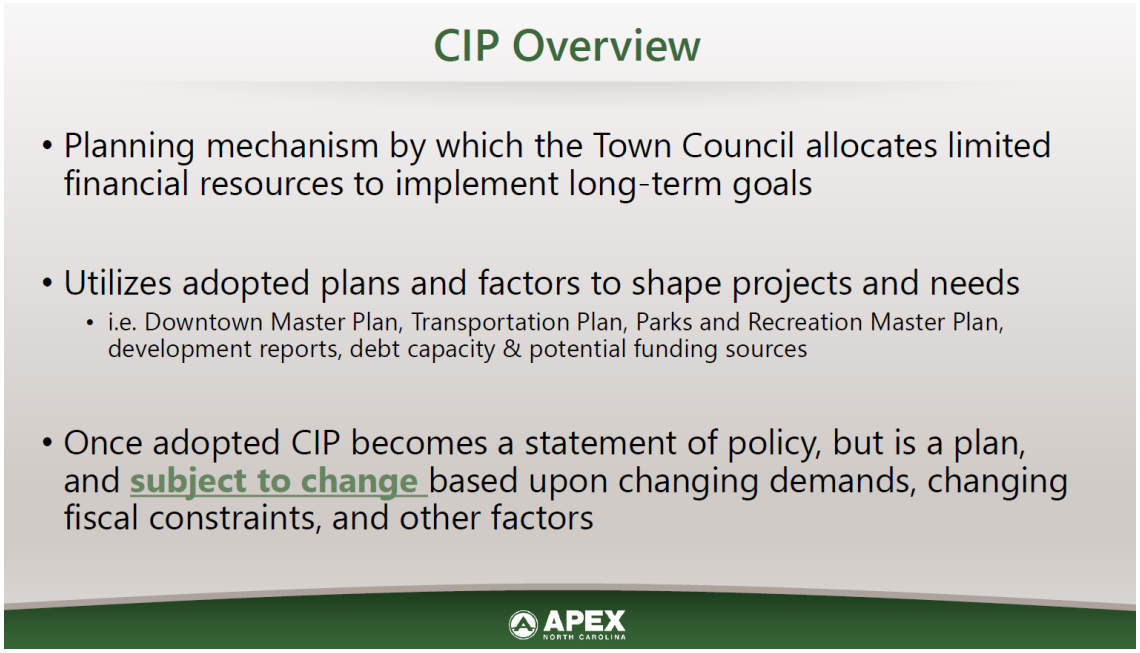
[CAPITAL PROJECTS PRIORITIZATION RESULTS AND DISCUSSION]

(Slide 45):

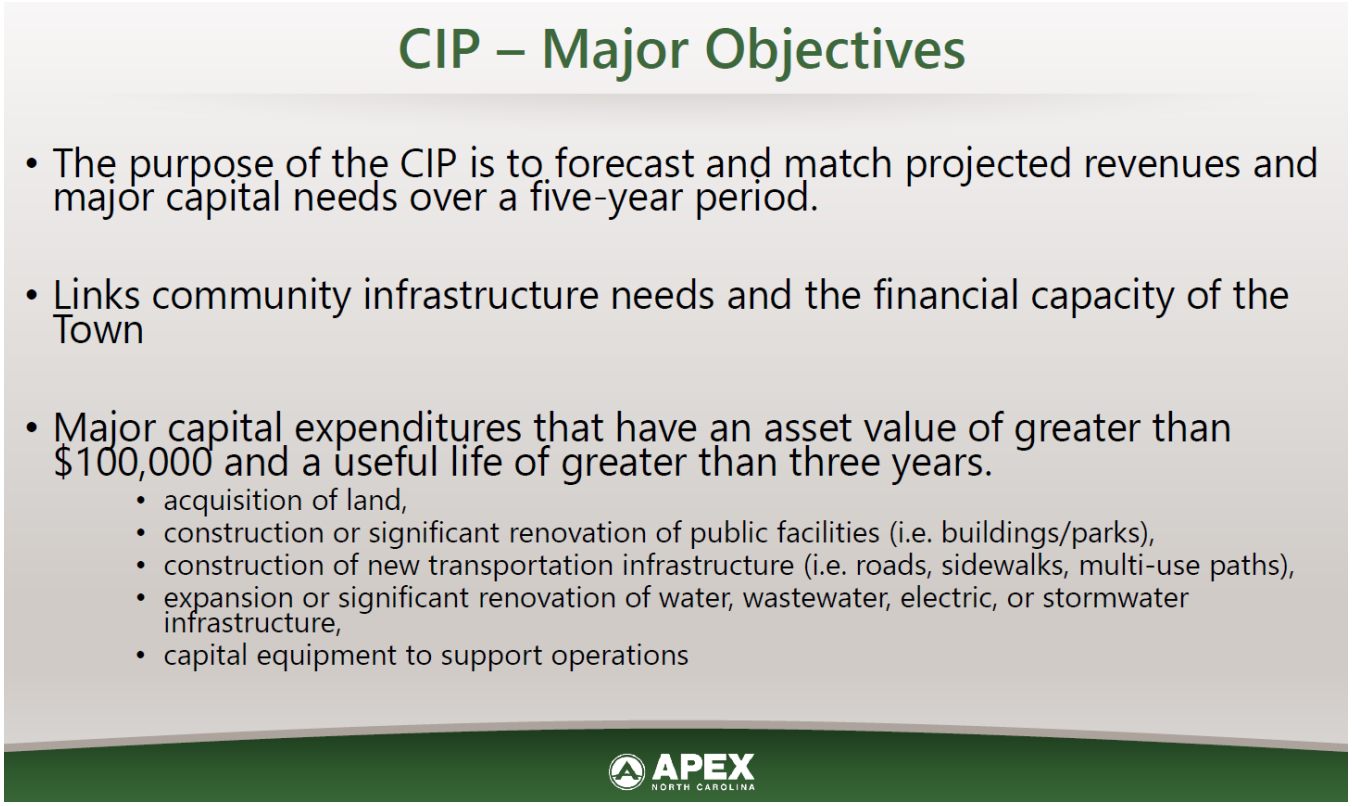


Ms. Grogan gave an overview of the CIP. She detailed how it is a planning mechanism by which the Town Council allocates limited resources to meet long-term goal. It becomes a statement of policy once adopted, but is still subject to change with fluctuations in priority. She said the purpose of the CIP was to forecast and match projected revenues with major capital needs over a five-year period. She gave a summary of the number of projects submitted within broad categories, and showed the allocated funding over the next 5 years for each category.

(Slide 46):



(Slide 47):



(Slide 48):

General Fund CIP Project Summary

Element	Submittals	FY23-24	FY24-25	FY25-26	FY26-27	FY27-28	Future
Transportation	33	15,345,000	17,845,000	33,830,000	21,110,000	27,005,000	23,945,000
Parks, Recreation & Cultural Resources	16	2,700,000	6,928,000	10,300,000	6,980,000	21,806,000	60,850,000
Public Facilities	17	3,143,500	1,695,500	6,065,000	2,900,000	-	25,810,000
Public Safety	7	1,140,000	698,000	400,000	400,000	400,000	2,704,000
Public Works	16	515,000	547,000	680,000	590,000	588,000	655,000
Total All General Fund	**89**	**$22,843,500**	**$27,713,500**	**$51,275,000**	**$31,980,000**	**$49,799,000**	**$113,964,000**

APEX NORTH CAROLINA

(Slide 49):

Utility Fund CIP Project Summary

Element	Submittals	FY23-24	FY24-25	FY25-26	FY26-27	FY27-28	Future
Water Sewer Utility	29	38,600,000	4,450,000	10,680,000	1,300,000	5,750,000	42,875,000
Electric Utility	7	1,250,000	2,730,000	1,750,000	3,625,000	-	-

APEX NORTH CAROLINA

Councilmember Zegerman was curious about whether spending money in an earlier year of the 5-year plan and beginning all potential projects could end up handcuffing the Town further down the line if projects end up having more of a cash requirement than expected in final stages of development.

Ms. Grogan said the numbers of each year beyond the currently adopted one are not set in stone, and can be changed each year as demands and goals change. She said there may be times where early development of projects ends up not coming to fruition, but that it may lead to better solutions based on what they gathered.

Councilmember Zegerman said he was more concerned about whether the project would be spending money the Town didn't have, if they were way above the projected percentage of budget towards capital.

Councilmember Mahaffey said to his understanding, each year the Town can come up with different answers to their project priorities. He said that yes, they are planning based on money they don't necessarily have.

Councilmember Zegerman said he wanted to know if spending the 15 million allocated for FY23-24 would lock them in to spending 27 million as part of that category of planning years down the road.

Ms. Grogan showed the whole spreadsheet for the CIP, and said some projects within the funding allocation for each year were one-year or short-term projects, so not everything would be associated with longer-term funding plans. She said starting a project and having to stop it because there isn't enough money available for the next year isn't necessarily always the case.

Mr. Wood said in some cases, projects would have to be reevaluated based on changing costs and expectations, but that is done on a year-to-year basis and doesn't tie funding up now for project phases in the future. He said Pleasant Park was a good example, as it was in the CIP when he arrived here 6 years ago, but has been taken out since because of changing circumstances. He said some projects would need to be reevaluated as they go on with input and guidance from Council. He said it's a plan, but that they are trying to make it as realistic as possible. He said even with that kind of planning, things can still happen after the first year which would cause budget challenges, which can't be foreseen.

Mr. Morrison said some years the Town may "lose" money on a design that is researched but paused, that design, or any work done on a project, is still available to pick up on once it comes back into the scope of prioritization.

Councilmember Zegerman said certain funding goals seem realistic, but that the dynamic of the conversation is changed when looking out into the farther future and seeing large amounts of money that will be needed for project completion years down the road.

Councilmember Mahaffey said that it depends on the project, and that certain projects will take a certain one-time funding investment and be done by the next year.

Mayor Pro Tempore Killingsworth said some projects may also may be ones they ask for bonds for, which they would need to discuss and decide on as a Council, especially for projects that

have a large up-front cost. She said transportation is a good example of this, as there is a lot of spending that needs to be done to catch up with the priorities that were higher than the funding given to it in the past decade.

Town Manager Crosby said many large-scale projects are phased, so full funding may be given to phases separately.

Councilmember Zegerman was concerned about projects that are "all or nothing", such as the Big Branch project. He said if they go 1/3 of the way then stop, what they have done is completely useless.

Ms. Grogan said for projects that actually are all or nothing, they are required to pre-audit them as part of the Local Government Fiscal Control Act. She said in most cases for these large projects they won't have to come back halfway through and ask for more money. She said with Pleasant Park, the project could end up being divided into different segments, and once the issues arose partway through, decisions could be made based on if further investment wanted to go towards full completion or move it elsewhere and be able to utilize the component of the project that was completed. She said there are several large capital projects in the plan, but that the plan only serves as a guideline until the Council determines their priorities and sets the yearly funding based on the recommendations of staff, the parameters they have to work in, and the feedback from the public.

Councilmember Zegerman said he was afraid they would overcommit to projects on a year-to-year basis if they don't take a longer-term view with the funding ahead of time.

Ms. Grogan said part of the CIP analyses projects and the implications they may have on what the tax rate would need to be and how the Town can actually go about funding projects in the long-term.

Ms. Grogan then detailed how the staff scoring for each of the 28 projects evaluated worked – there were 8 categories which asked for objective scoring based on impact from multiple perspectives, if it was part of an existing project or goal or legally mandated, and funding sources and impact with weighted scores to determine priority from a staff perspective. She then described how the Council ranked these 28 projects, with the first part ranking highest to lowest priority, the second part aligning them with strategic goals. She then showed a comparison of how staff collectively scored projects compared to how Council collectively prioritized them. She showed a color chart that showed which projects Council was more or less in agreement on within themselves based on which projects aligned with which strategic goals.

(Slide 50):

Scoring Criteria - Staff

- 8 Categories
  - Public Health & Public Safety
  - Legal Mandate
  - Business Plan/Existing Project
  - Deferred Maintenance or Existing Infrastructure/Facilities
  - Economic Development
  - Funding/Budget Impact
  - Governmental Services
  - Extent of Primary Service Area

Public Health & Public Safety	
* Choose ONE response that best fits the project	Points Possible
Prevents or corrects an imment and significant health or safety hazard	12 points
Prevents or corrects a significant potential health or safety hazard	10 points
Project improves the feeling of safety	5 points
Not Applicable	0 points

Funding/Budget Impact	
* Choose ONE response that best fits the project	Points Possible
Project produces an immediate significant reduction in operating costs	12 points
Project costs are 50% to 100% covered by non-Town funding sources	10 points
Project costs are up to 50% covered by non-Town funding sources OR will generate significant revenue to offset operating costs	5 points
Project has dedicated funding sources other than General Fund (i.e. User Fees)	2 points
Not Applicable	0 points

APEX NORTH CAROLINA

(Slide 51):

Scoring Criteria - Town Council

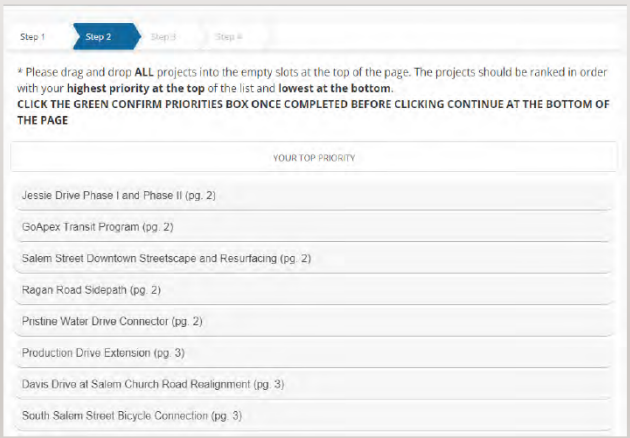
Council FY23-24 CIP Ranking

CIP Projects for Ranking	Your Ranking
Below is the list of projects for ranking in order of the CIP information book that was sent to you. The number associated with the project is the order in which it appears in the booklet. Please use this number to enter you rankings to the right.	Please rank the projects to the left by entering the number associated with the project in the yellow cells in column C. Once your entire ranking is complete you will see only green cells, showing you have completed the ranking. When you enter that number, the project will populate in column D, showing you your ranked order. Please put your to ranked project at the top of the list and lowest ranked project at the bottom. If a duplicate project number is entered, the duplicate cells will turn red indicating that you have already selected that project. Please continue the ranking until all of the cells are green. (Example: If Environmental Education Center is your top priority, you would enter 19 in cell C4 and the name of the project will populate in cell D4).

Project #	Project
1	Jessie Drive Phase I and Phase II (pg. 2)
2	GoApex Transit Program (pg. 2)
3	Salem Street Downtown Streetscape and Resurfacing (pg. 2)
4	Ragan Road Sidepath (pg. 2)
5	Pristine Water Drive Connector (pg. 2)
6	Production Drive Extension (pg. 3)
7	Davis Drive at Salem Church Road Realignment (pg. 3)
8	South Salem Street Bicycle Connection (pg. 3)
9	Tingen Road Pedestrian Bridge (pg. 3)
10	Justice Heights Street Extension (pg. 3)
11	Apex Peakway Southeast Connector (pg. 4)
12	Humie Olive Road at Blazing Trail Traffic Signal (pg.4)
13	Vision Zero - Signal Upgrades (pg. 4)

Project #	Project

and / or

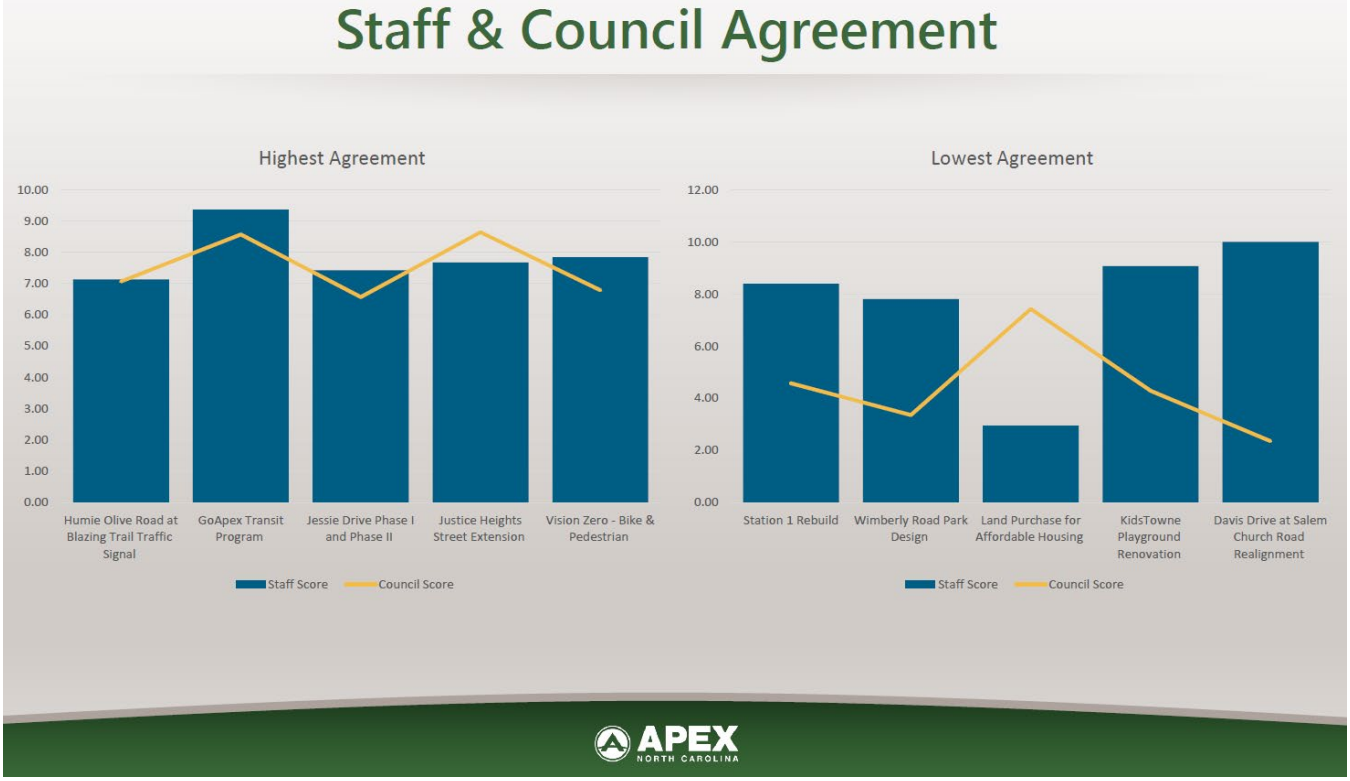


APEX NORTH CAROLINA

(Slide 52):



(Slide 53):



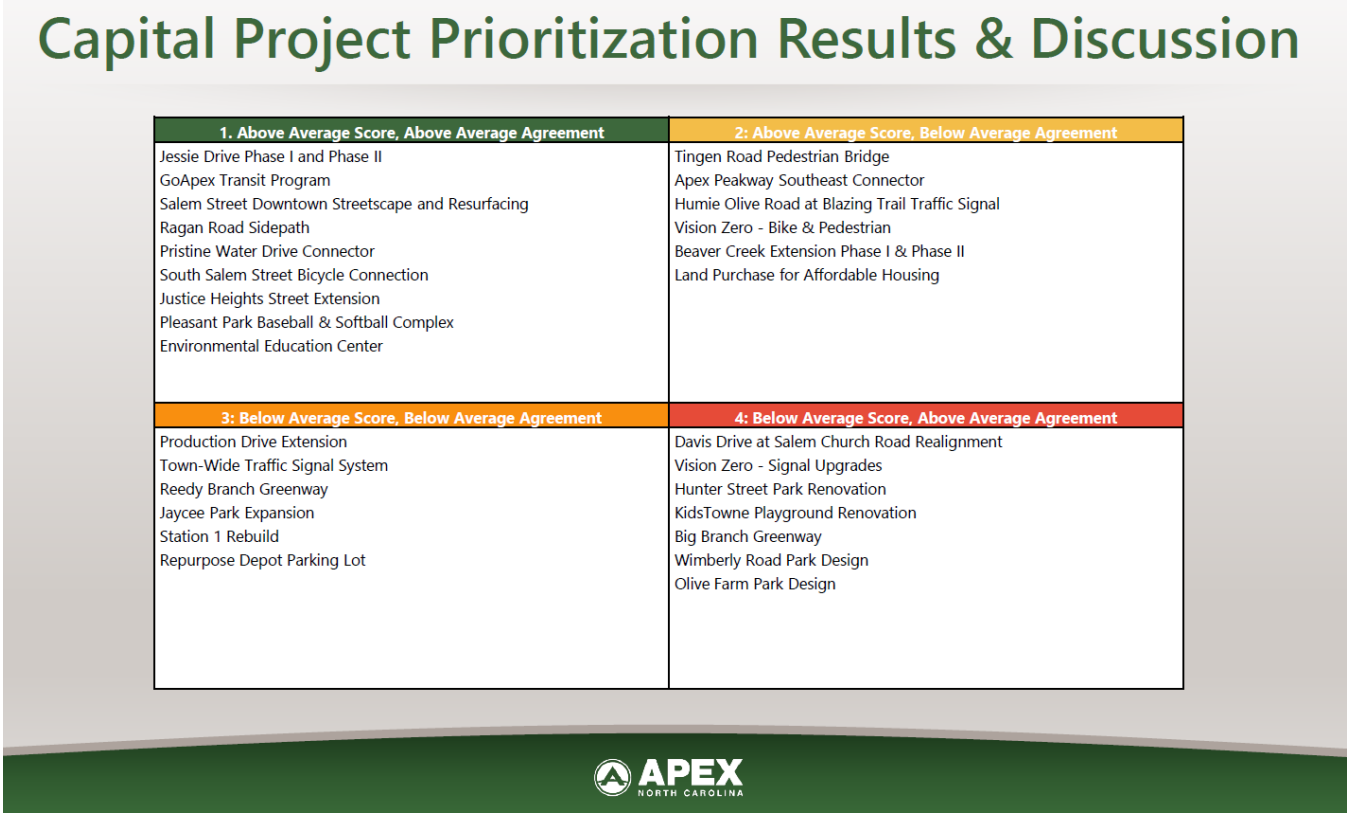
(Slide 54):



(Slide 55):



Ms. Grogan then showed the graph below, which categorizes the projects into four different groups based on Council's assessments. Group 1 shows projects which were given above average scores by Council, and that Council scores were generally in agreement. Group 4 shows projects that Council gave below average scores to, and that Council generally agreed on these as well. Ms. Grogan highlighted groups 2 and 3, which identify the groups where Council scoring and how much in agreement the Council was with these differed, with Group 2 showing projects Council scored above-average, but that there was relatively low agreement on across Council, and Group 3 showing projects with below average Council scores, and also with relatively low Council agreement. *(Slide 56):*



Councilmember Mahaffey referred to the previous chart comparing staff scores to Council scores *(See Slide 52)*. He said the result that jumped out to him most was the fact that Davis Drive at Salem Church Road Realignment was staff's highest scoring project, but Council's lowest scoring project. He wondered if there was something about the project he was missing.

Councilmember Gantt said he had never seen a disparity quite like this before. He said at the very least he understands it's a bad intersection.

Mr. Wood said it was important to note that staff scored on a completely different criteria than Council. He said they considered objective measures of legal mandates, town safety, and town connectivity regarding transportation. He said Council is likely scoring it based more on what they believe it will provide to residents and what their constituents are wanting. He said this doesn't

necessarily say there's a big difference between the value of the project, but rather that the two groups are looking at it from different perspectives.

Town Manager Crosby asked **Russell Dalton, Senior Transportation Engineer**, to speak to the David Drive Project

Mr. Dalton said the project would look at realigning the sharp curve along the railroad tracks at this intersection going towards Cary, and that it would require some significant land acquisitions and widening to the west in order to make it work, in addition to having a high cost. He asked if **Shannon Cox, Long Range Planning Manager,** could speak to the possibility of LAP (Locally Administered Projects) funding for this project.

Ms. Cox said this project was eligible for LAP funding, and would come down to details relating to safety, but she says they are not at that point yet. She said she believes the plan was to approach it with a feasibility study first, and potentially follow that with design and right of way construction after that. She said during the construction phase would be when they applied for LAP funding.

Councilmember Mahaffey asked if there were a lot of accidents at this intersection.

Mr. Dalton replied that it was not on the high injury network of the Town, and said that is partly due to the fact that the sharpness of the curve and the railroad track forces people to slow down and take more caution than usual.

Ms. Cox said one of the components staff may have been considering is the need to get some projects in the LAP funding queue. She said they are eligible for a certain number of submittals per mode. She said they wouldn't have another roadway project to put in this group if they didn't start the feasibility study soon.

Councilmember Gantt said he has noticed that the road projects are very competitive for this funding compared to other types of projects, and that it would require being a very good project to get the funding. He said this could possibly be one.

Ms. Cox said that yes, the roadway projects were very competitive because they are very expensive and there is not a lot of funding to go around, so only 1 or 2 are selected every year.

Councilmember Gantt said it may be insightful to discuss each of the 5 lowest agreement projects between staff score and Council score *(See Slide 53).* He said he understands where the difference comes from between staff and Council scores regarding Land Purchas for Affordable Housing,

Councilmember Mahaffey said he believes the KidsTowne Playground Renovation is a great idea, but that maybe it would make more sense to do it next year. He said the same applied for the Wimberly Road Park Design. He said these projects were things he felt didn't necessarily need to happen this year.

Councilmember Gantt said he was wondering why the KidsTowne and Wimberly Road Park projects were ranked so highly among staff, since he didn't see them as safety issues, unless KidsTowne was getting really bad.

Parks and Recreation Director Craig Setzer said that since KidsTowne is an older wooden structure, safety issues are starting to pop up. He said they try to stay on top of them, but that they are becoming more of a nuisance lately. He said from his perspective, that's why it was rated the way it was by staff.

Councilmember Gantt asked Mr. Setzer his thoughts on the score for the Wimberly Road Park Design project.

Mr. Setzer said from his perspective they were ranking the Wimberly Project based on the assumption that it would be something that came about several years down the road, and not a project they would start on immediately.

Councilmember Zegerman asked about the disparity in the Station 1 Rebuild.

Councilmember Gantt said that he rated that one pretty highly since it was near downtown and affected many people, and was curious about the other Councilmember's scores.

Ms. Grogan said they could compile an analysis to provide to Council regarding why each project in this discussion were scored the way they were, to help them understand why staff may have viewed something as a higher priority than them.

Town Manager Crosby said the Station 1 issue was also a capacity issue for fire safety.

Councilmember Zegerman said he rated them based on things that he felt were more important to get done earlier. He said the downtown streetscape was viewed as a higher immediate priority than the Station 1 rebuild and the Depot Lot Redesign.

Councilmember Gantt said he wanted to do all the downtown things yesterday, so he rated all of them very highly.

Councilmember Mahaffey said the Station 1 Rebuild was something that he felt would definitely happen in the future, but that other things take priority for him in this fiscal year.

Councilmember Gantt said he scored the downtown projects highly since he sees them as one of the things that affects everyone in Apex, and that he wasn't considering timing of the projects as much.

Councilmember Mahaffey said he organized his list based on the ones he wanted to complete or get started first. Some project he liked and thought were great ideas, but put them

lower relative to the ones he wanted to start earlier, even if he liked one of those later-starting projects more overall.

Councilmember Zegerman said his method was similar to Councilmember Mahaffey's.

Ms. Grogan said staff's scoring was based more on questions that had absolute criteria.

Mayor Gilbert asked which projects had moved from quadrants 1 and 2 to quadrants 3 and 4 from previous years *(See Slide 56).*

While Ms. Grogan was looking, **Councilmember Gantt** recommended that for future Council surveys on these matters, that they don't analyze them based on the timing of the project, as he feels staff should be more concerned about the timing, while Council should focus more on projects independent of timing.

Councilmember Mahaffey said he feels that makes sense.

Mr. Wood said that likely explains some of the observed disparities, as staff gave lots of points to projects that were in existing plans or were part of currently developing projects.

Ms. Hoffman says staff's lowest scored project may seem relatively higher than Council's because their ranking 1-28, whereas staff is assigning a number to it on an objective scale.

Ms. Grogan, answering Mayor Gilbert's earlier question, said the Environmental Education Center went up one quartile from last year, Tingen Road Pedestrian Bridge went up one quartile from last year, and Pleasant Park went down.

--A short break was taken to allow staff to prepare copies of last year's quartile chart showing Council quartile priorities similar to the one in *Slide 56*–

Ms. Hoffman highlighted some of the differences between last year's project quadrant chart, with a lot of quadrant 1 remaining the same, with one of the biggest differences being the Repurposing of the Depot Parking lot moving from quadrant 1 last year to quadrant 3 this year. The Environmental Education Center moved to quadrant 1, the GoApex Transit Program moved to quadrant 1, and Salem Street/Downtown Streetscape Resurfacing moved to quadrant 1. Beaver Creek Greenway Improvement moved to quadrant 2 from quadrant 3, Pleasant Park baseball and softball complex moved to quadrant 1, Land Purchase for Affordable Housing is in quadrant 2, and Pristine Water Connector is in quadrant. Jaycee Park expansion moved up to quadrant 3 from quadrant 4. Others that were on both years stayed the same, while some projects this year were not on last year's same survey.

Mayor Gilbert asked how much federal funding the Town received for the Tingen Road Pedestrian Bridge.

Deputy Town Manager Purvis said he didn't know exact amounts as it has not come through yet, and that it also wasn't an urgent matter at this time. He asked Ms. Cox if she had any update on that request for funding through Representative Ross' office.

Ms. Cox said the most recent update were that things were looking very positive, but not final. She said the timing is still unknown regarding when the agreement would be reached. She said they are expecting the Town to receive the full $550,000 requested.

Ms. Grogan said some things dropped out of the survey for Council based on their general agreement in the past of where certain projects fell in their priorities and if they had gotten process made and funding allocated on others.

Councilmember Mahaffey said some of the things that stuck out to him were things around the Friendship area on Humie Olive Road. He said last year two accidents with injuries in that area. He said there is a new elementary school open in the area without a crosswalk. He says the fact that Humie Olive Road at Blazing Trail traffic signal isn't in quadrant 1 gives him "heartburn". He said they allocated funding to create the design for this, and that it would be a shame to not actually construct the project during this upcoming year. He asked his colleagues to move that up in their priorities.

Councilmember and the Mayor came to a general consensus that moving that project up to quadrant one was acceptable.

Councilmember Zegerman wanted clarification on what a project being in quadrant 2 meant.

Ms. Hoffman said it meant that there was a generally higher overall score on the project when looking at the Council as a whole, but that it indicated some of them may have put an item really high while another placed it really low.

Ms. Grogan added that quadrants 1 and 2 represented the top projects based on Council average, but the standard deviation of quadrant 2 was much higher than in quadrant 1. She said quadrant 3 represents ones that are in the bottom half of Council's scoring average, and also have a high variation in where Councilmembers placed them individually, while quadrant 4 were projects with a low average placement with most Councilmembers tending to place it there individually as well.

Councilmember Gantt wanted to know how this list correlated with the parks and greenway master plan study. He said he was hoping that study would provide a good guide on the prioritization of those projects and what should be funded.

Angela Reincke, Parks Planning Project Manager, said that the three greenway projects included in the CIP are the three highest priority projects that came from the master plan, and that they are currently doing feasibility studies on these three (Beaver Creek Extension, Reedy Branch Greenway, and the Big Branch Greenway).

Councilmember Gantt asked if there was a specific order they wanted to do them in or if they were all worth doing in an equal sense.

Ms. Reincke said the plan was to do the feasibility studies on the three simultaneously, then request funding based on the reprioritization after that step. She said the cost has moved significantly from 1.5-2 million per mile to 3.5-5 million per mile. She says they need a better understanding of the total cost before asking for construction funding.

Councilmember Gantt said he liked the objective scoring component because it allows projects to get on their radar that may not have from a community request perspective.

Deputy Town Manager Purvis these large studies allow for several projects to be analyzed in early stages, and then provides options for Council consideration and community input based on potential and cost forecast. He said they can be shuffled around priority wise at each stage if new information gathered changes things.

Mayor Gilbert asked what the direction forward for Land Purchasing for Affordable Housing was.

Town Manager Crosby said they have a proposal from UNC Development Financial Incentive (DFI) to do an analysis on the viability of land for affordable housing. She said after that, they will look at the results and conduct a cost analysis. She said they still have ARPA (American Rescue Plan Act) money set aside and money in the affordable housing fund that can go towards that. She said collectively they agree that the cost of land will present a challenge, but they are beginning to look at their options.

Councilmember Gantt asked how they should view the funding allocation for affordable housing each year, and if it can accumulate if it isn't all spent.

Deputy Town Manager Purvis said if it has accumulated enough for reserves then that is an option, and that they explore multiple revenue options for this issue. He says if it is an option it will be use, but a lot of programs are going to be coming up with Assistant Town Manager Demetria John. He said if there are reserves and opportunities to purchase land using them, they will bring them to Council.

Town Manager Crosby said there was a balance between saving money to purchase land while also spending on worthwhile projects as the opportunity arises.

Councilmember Gantt said he felt Vision Zero – Signal Upgrades should have been higher than quadrant 4. He said he feels it would help with traffic and pedestrian safety throughout the Town, and wondered why they felt the Humie Olive signal should be moved to quadrant 1 from 2.

Councilmember Mahaffey said the data supported improvements to this area in particular because of the high amount of pedestrian traffic and the insufficient crosswalk infrastructure.

Councilmember Gantt asked if this intersection was a part of Vision Zero.

Councilmember Mahaffey said the majority of the accidents came from 1 and 64.

Mr. Dalton said that staff has data on all intersection in Apex, and that they have crash and injury networks that inform the most dangerous areas from those perspectives.

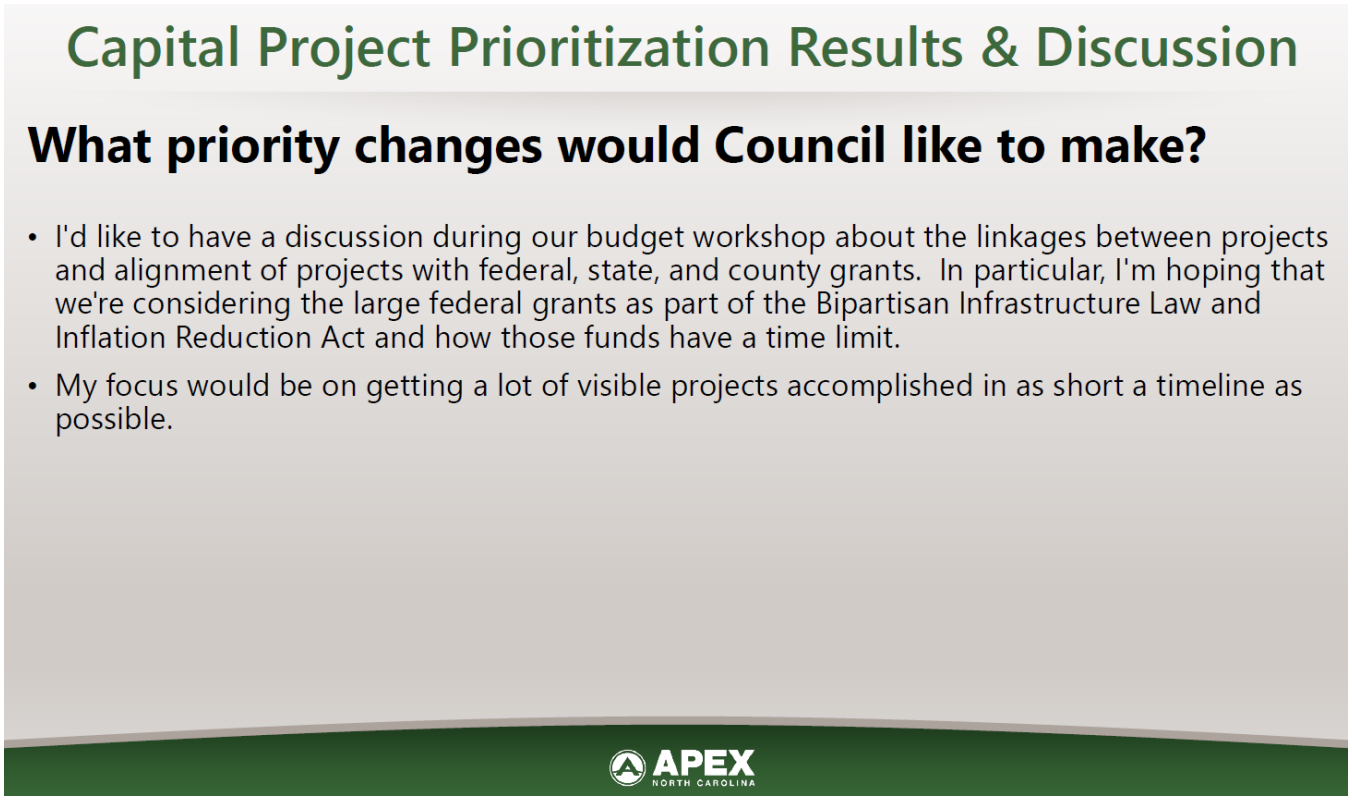
Councilmember Mahaffey said that since the elementary school just opened recently, that is a variable that won't be accurately captured in already gathered data. He said he thinks the light should have gone in with the elementary school.

Councilmember Zegerman rated this item highly because it impacted safe traveling to three different schools, and is a relatively small cost compared to many other Vision Zero upgrades.

Councilmember Gantt said he tries to separate incidents that were in the news from what the data backs up as being a larger issue. He acknowledged a life lost or hurt was still an important thing to consider, he just wanted to avoid swaying too much into recency bias.

Councilmember Mahaffey said the new elementary school makes this upgrade a necessity to him.

(Slide 57):



Ms. Grogan invited discussion on the questions listed in *Slide 57 (above)*, as well as any other questions they may have.

Councilmember Mahaffey said his prioritization of projects can depend on whether there are funds readily available or given through grants for certain things.

Mayor Pro Tempore Killingsworth said staff will come to the Council saying they have money that has become available for certain projects, and asks if they want to move them up in the timeline.

Councilmember Gantt asked about how it would work if a grant required a match from the Town.

Ms. Grogan said that would be addressed through a budget amendment, as they would ask for the matching funds that way in order to receive a grant. She said they don't necessarily need to allocate funds for project grant matching ahead of time. She said they go this route so they don't have to tie up funds without a guarantee that the grant would come through.

Councilmember Gantt asked if there are any grants they are looking at setting aside funds for now so they don't miss out on them, and put a plan in place.

Ms. Grogan said she feels like the departments have done a good job of researching large scale projects and putting plans in place for things that could be applicable to grant requests in the future. She said they don't want to create a plan last minute in order to apply for a grant. She said the process of setting priorities and making sure plans are in place without reliant on grant money will help in the long run. She said they are tracking several grant opportunities, particularly regarding environmental funding opportunities. She added that having projects in the CIP indicates that the plans are there to do the projects independent of outside funding, and thus helps the process along.

Councilmember Gantt said he was commending staff for their work on these aspects.

Councilmember Mahaffey wanted to discuss the Friendship campus issue further. He said the amount of traffic, the lack of pedestrian infrastructure, the presence of the sun, and the co-location of three schools all combine to make this area fundamentally unsafe. He said long-term he feels like a pedestrian bridge or tunnel would be the best solution. He said this is something he would like to ask staff to add to the backlog for the future, so they have a plan and cost estimates if money becomes available. He said maybe the project could be combined with the Tingen Road Pedestrian Bridge project.

Councilmember Zegerman asked if he would want to do that project instead of the Tingen project.

Councilmember Mahaffey said he wouldn't. He said there's already some funding set aside for the Tingen Bridge. He said this kind of crossing was the only way to really ensure pedestrian safety. He said the three schools makes for a tremendous amount of pedestrian volume.

Councilmember Zegerman said he wondered if the fact that the Friendship crosswalk idea would serve three schools rather than one at Tingen changes the analysis.

Councilmember Mahaffey said that since the Tingen project had already gotten started and there was federal money coming in for it, he wouldn't want to mess that up.

Councilmember Gantt asked if he would want to do this project before waiting to see if the traffic light project had a positive impact.

Councilmember Mahaffey said no, that he was proposing the Town simply create a plan and get a dollar amount on it in order to be able to say "we are interested in doing this at some point". He wants to have it ready to go in case an opportunity comes up to have it funded.

Councilmember Gantt wondered if this would be necessary if the light alleviated the issue.

Councilmember Mahaffey said he didn't believe the light would solve all of the problems in the area. He said he prioritizes this project very highly, and it is a situation that will likely to arise in these situations where there's so many schools and overlapping drop-offs. He said a separated crosswalk such as a bridge would get the most value here than at any other place in the Town. All he asked was to get this project in the CIP. He said one of Apex's representative spoke to the parent of a student that was hit here. He said if there was to be some state funding that could be received through this line, it would be difficult to get for a project that wasn't in the CIP.

Mayor Pro Tempore Killingsworth agreed with this.

Councilmember Gantt said he would like to prioritize the Middle Creek Greenway to Holly Spring's Middle Creek Greenway across Sunset Lake Road.

Deputy Town Manager Purvis asked Ms. Reincke if they had a connection plan for that.

Ms. Reincke said they had a design and have been working with Holly Springs and the transportation department on this issue. They will work with NCDOT once the next steps are taken.

Councilmember Gantt asked if it would be safe enough.

Ms. Reincke said that time would tell, it's a large crossing and that studies would have to be done to determine that.

Councilmember Gantt said it would be nice for people to be able to and want to cross that road to get to the other Town's side. He said currently the road between the two makes it undesirable to cross, thus eliminating the connection.

Mayor Gilbert brought of the traffic and pedestrian situation at Apex High.

Mayor Pro Tempore Killingsworth said there was a lot of confusion from people leaving the high school parking lot and having kids cross the road in that busy of an area. She said she would love if staff took another look at potential solutions there, to hopefully avoid another student getting hit.

Councilmember Gantt said it would be great to have more pedestrian crossing consideration when constructing these schools. He said it would be nice to have developers construct these detached crosswalks, but he wasn't sure if they could require that. He said he hopes they can address this with new school construction up front in the future.

Councilmember Zegerman asked if the sidewalks around Apex High School were already in the works.

Mayor Pro Tempore Killingsworth said she believes there is a bid out on that currently.

Mr. Dalton said he is unaware if it has been bid or not, but that it was in the works.

Mayor Pro Tempore Killingsworth complimented Deputy Town Manager Purvis and the whole Budget department for how much easier this process has been for Council than when they first began doing them.

--The group took a short, scheduled break–

[IMPLICATIONS FOR CAPITAL SPENDING – TAX RATE MODEL]

Following the break, **Deputy Town Manager Purvis** introduced a presentation regarding Council's question about former levels of capital spending and what the Town can do to increase their ability to spend on those things.

Ms. Grogan said this would help Council understand how various tax levels would allow them to increase CIP funding.

Deputy Town Manager Purvis said it shows the full amounts of revenue and the percentage compared to that dollar amount. He said they always start with the revenue neutral rate as far as the reevaluations as a conservative estimate.

Councilmember Mahaffey asked what the statue was regarding the revenue neutral tax rate.

Deputy Town Manager Purvis said it required the Town to advertise what the revenue neutral tax rate would be, but it does not require them to adopt it.

Ms. Grogan said last year, Council's direction was to add a penny on the tax rate and dedicate it to capital. They budgeted based on this, and put that funding in a capital reserve.

Councilmember Zegerman asked at what rate all the high priority projects would be funded.

Ms. Grogan said it was tricky to give an exact estimate on that, because projects spanned across multiple years. She said the rate is probably higher than they want to go.

Councilmember Zegerman asked if they had enough staff to get all of the projects they were considering rolling practically, even if they got the numbers to work out to fund them.

Deputy Town Manager Purvis said this was definitely a challenge in the past. He said recently they have trying to build the organizational framework to allow for future projects to be taken on more effectively. He said capital spending had been down because of growth and enhancements to the Town's personnel policy and capacity. He said they are making improvements on this front, but not all departments would have the proper capacity to take on all of this currently. He said sometimes projects are pushed out because of human capital capacity, and not just financial capacity.

Councilmember Zegerman said this can sometimes allow for projects from other departments to get done earlier if one project has to be shifted back as far as its timing.

Ms. Grogan said sometimes that is plausible, if departments are able to complete projects in a short time frame to fill the development gap left by a larger project that had to be put on hold from a different department. She said Council has always taken the capacity challenges into consideration, and that it's something that they're researching as part of their strategic plan. She said this past year has had a lot of growth as far as new positions in the Town. She said this should help alleviate capacity issues to a degree, and that all of these challenges are taken into consideration during the budget planning process.

Councilmember Gantt said it was a good time for these projects to get going, after increasing the employee base of the Town by 10%.

Councilmember Mahaffey said he was wondering what the historic ratio of capital spending as a percentage of total budget they were trying to get to was.

Deputy Town Manager Purvis said they were aiming for around 11-12%.

Ms. Grogan said returning to this number wasn't quite as simple as it looked, as there was still variability in what was to come with revenues and operating costs, and how things would be affected by inflation. She said last year they tried to keep operating costs steady, while personnel costs went up a lot.

Councilmember Zegerman asked about when the tax rates would be going up again after the bonds.

Deputy Town Manager Purvis said if they sell in 2025 than they would increase by a cent and a half in 2026.

Councilmember Mahaffey asked if they could give some feedback as far as changing tax rates over the next few years, or if they wanted to wait until there was a draft budget.

Deputy Town Manager Purvis said feedback would be appreciated, and if there were numbers Council was willing to go to, then they could incorporate them into models in order to get various options and perspectives.

Councilmember Zegerman asked what the year-to-year increases in expected revenue were based on in addition to property value increases, without the tax rates going up.

Ms. Grogan said it accounted for population growth.

Deputy Town Manager Purvis said it included State revenues and sales tax, which has been a large increase over the last few years. He said they usually budget less than what the growth was from the year before to offer a conservative estimate. He said that property tax is usually a much more consistent year-to-year increase to model based on their value trends than other sources of revenue.

Councilmember Zegerman wanted to confirm when property values were reassessed in order for taxable value to change.

Ms. Grogan said that happens every 4 years, and that yearly tax base increases come from new property that is added.

Deputy Town Manager Purvis said Wake County re-evaluations happen in January 2024, while Chatham County has their re-evaluation in January 2025.

Mayor Pro Tempore Killingsworth wanted to know if staff was asking Council what their tolerance was for how much the tax rate could be changed in order to inform future discussions about the budget.

Ms. Grogan said yes, and also if they would want it to be done over time and potentially a long-term vision for their rate and budget. She said staff wants to consider options of what Council would take

the rate up to in order to provide scenarios of the differences that could make in the overall budget and the likelihood of project completions. She said wants a bit of direction so they can create models for Council to analyze.

Mayor Pro Tempore Killingsworth said her ceiling for the tax rate was 44 cents.

Councilmember Zegerman asked when the re-evaluations would be reflected in the budget.

Deputy Town Manager Purvis said it would be in the FY 2024-2025 Budget

Councilmember Mahaffey said not to worry about it too much, as an increase in the tax base would cause a decrease in the relative tax rate, making the overall revenue the same.

Town Manager Crosby said these numbers are very rough still, as department budgets are not yet in.

Ms. Grogan said retirements are also rising this year, which would cause another factor to be considered.

Councilmember Mahaffey wanted to know if there was anything else to consider for them to give them a tax rate guideline other than capital expenditures.

Deputy Town Manager Purvis said there was not much left the Town could adjust to increase revenues in a significant way other than tax rate.

Mayor Pro Tempore Killingsworth asked if anybody would want to see more than the 44-cent maximum over 1 year.

Councilmember Zegerman asked where neighboring communities on their tax rate.

Deputy Town Manager Purvis said Raleigh and Cary were likely the only two lower than Apex, with all other nearby communities likely around the same rate or higher.

Councilmember Mahaffey said other communities such as Raleigh have different regions with a relatively higher tax rate than the base for certain infrastructure support, and so the base rate there can't be directly compared to Apex.

Mr. Wood said that Cary, Raleigh, and Morrisville were lower than Apex, while all other communities in Wake County were higher.

Ms. Grogan added that Cary has other revenue streams available than Apex, such as different fees for transportation.

Councilmember Zegerman said he would like to see what it would look like with the tax rate around 44 or 45.

Councilmember Mahaffey said he wanted to gradually raise the rate up to around 44 or 45, in order to get to where capital expenditures was back to around 12%.

Mayor Pro Tempore Killingsworth said she would like to see up to a 2% increase for the next year, but that she wanted to wait an see what the budget projections looked like.

Councilmember Mahaffey said they could raise rates gradually and use some reserve funds to buffer in order to continue projects while the tax revenue was catching up.

Councilmember Gantt asked if they wanted guidance on whether or not to use reserves.

Deputy Town Manager Purvis said that would be part of recommendations with the budget, based on what projects are close and/or would be good to use reserves for. He said they will present Council options for this.

Mayor Gilbert asked about when the Justice Heights project could be done.

Ms. Grogan said the plans had it for 2024.

Councilmember Mahaffey asked for staff to adjust the rates to see the potential impact on capital expenditures of a 1.5 cent increased over the next two years each in their model. He said he liked that it would raise capital expenditure percentage to 15%.

Deputy Town Manager Purvis said while debt percentage is not directly capital expenditure, in a way it is because the debt was taken out in order to do some capital project. He said there are also other revenues that go directly to capital fund, and it doesn't show up in this general fund model. He said he thinks they need to get back to the historical number, because having it be lower doesn't allow for them to do the projects Council and residents want to get done. He said he didn't know exactly where neighboring communities were as far as this percentage.

Councilmember Mahaffey said for the fourth year running, transportation and infrastructure was the top priority reported by residents in the budget survey. He said it seems to be the best use of revenue increases from tax raises.

Councilmember Gantt said he wondered if taking out State projects from this consideration would change the results.

Mayor Gilbert said he was good with the projections.

Councilmember Gantt asked Mayor Gilbert how many people come to him saying taxes are too high versus the amount who come wanting to see projects get done.

Mayor Gilbert said he doesn't know exactly. He said lots of people come to him with varying concerns around this time.

Councilmember Mahaffey said last year there was a large personnel cost increase, which he said will help Apex be more competitive. He said 1.5 cents is a good first step, and they would recover any losses from this past year over time on a gradual increase.

Councilmember Zegerman said the costs are rising very quickly.

Councilmember Mahaffey said revenues are rising fast as well with sales tax. He said it is not intuitive to keep tax rate flat when in reality the revenue goes down looking at its inflation adjusted year-over-year.

Councilmember Gantt said on the local level, he thinks people want projects done more than they care about tax increases.

Councilmember Zegerman said this very much depends on their financial circumstances.

Ms. Grogan said preliminary numbers for the budget would be available around early April.

Councilmember Mahaffey asked about what guardrails were given to departments to set their budget.

Ms. Grogan said they have meetings with departments as they are creating their submittals, and that they work with them throughout the process. She said they have some parameters to follow as far as policy and requirements, and she that she also trusts them to exercise good judgement. She said many departments are tying budget requests back to strategic goals.

Mayor Gilbert thanked everyone for their work, and adjourned at 4:21 PM

Jacques K. Gilbert
Mayor

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

DRAFT MINUTES

TOWN OF APEX

TOWN COUNCIL WORK SESSION

TUESDAY, FEBRUARY 21, 2023

3:00 P.M.

The Apex Town Council met for a work session on Tuesday, February 21, 2023 at 3:00 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=41YqYuqiFC8

[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
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 Knotts

Chief of Police Jason Armstrong
Planning Department Director Dianne Khin
Public Works Director John Mullis
Transportation and Infrastructure Department Director Chris Johnson
All other staff members will be identified appropriately below.

[COMMENCEMENT]

Mayor Gilbert called the meeting to order at 3:07 p.m., welcomed those in attendance, and led the Pledge of Allegiance.

[AGENDA ITEM NO. 1 – INTRODUCTIONS AND AGENDA OVERVIEW]

Transportation and Infrastructure Department Director Chris Johnson introduced the presenters and provided an overview of the work session agenda.

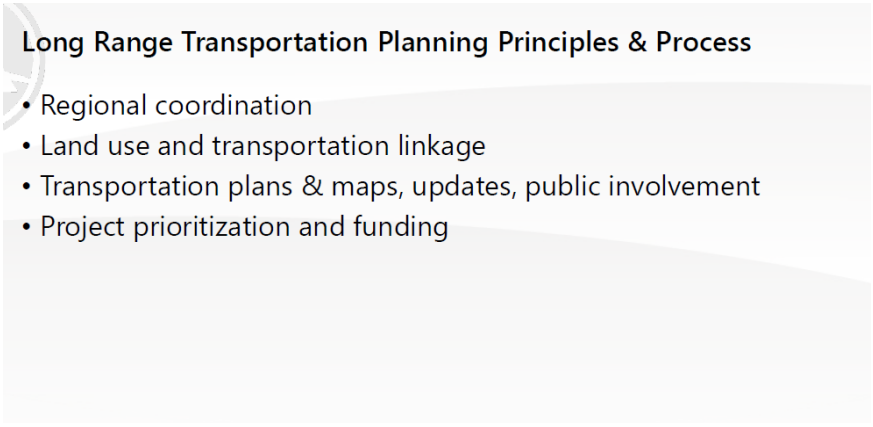
[AGENDA ITEM NO. 2 – TRANSPORTATION PLANNING]

Long Range Planning Manager Sharon Cox presented the following PowerPoint presentation .

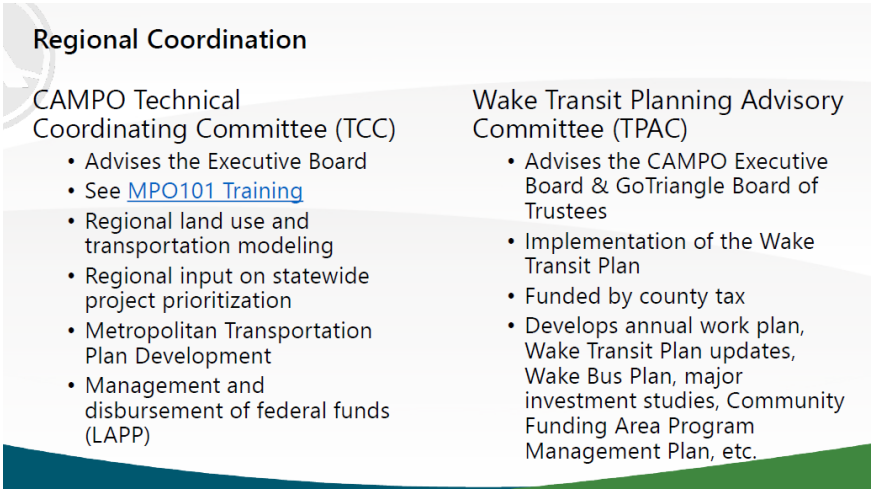
Slide No. 1



Slide No. 2



Slide No. 3

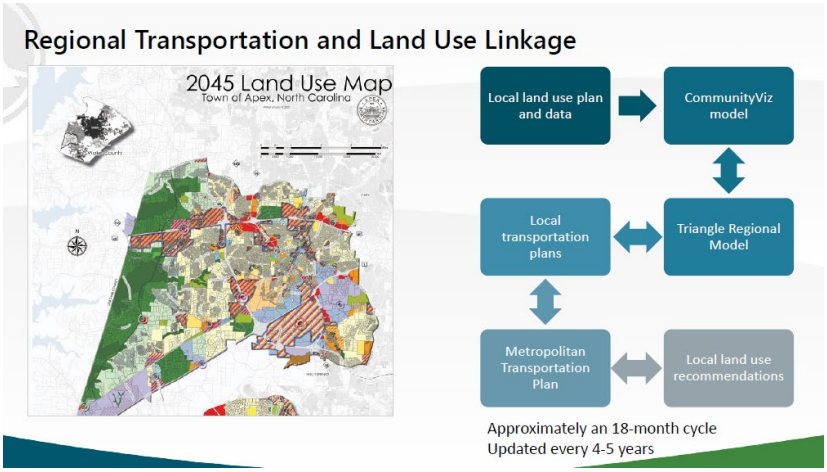


Ms. Cox said there is an MPO training class coming up on March 16th for more of an understanding on how regional land use and transportation modeling works.

Councilmember Gantt asked if state funding goes to CAMPO or is it all a pass-through for the federal funding and if it funds things like NC55 that's a state project.

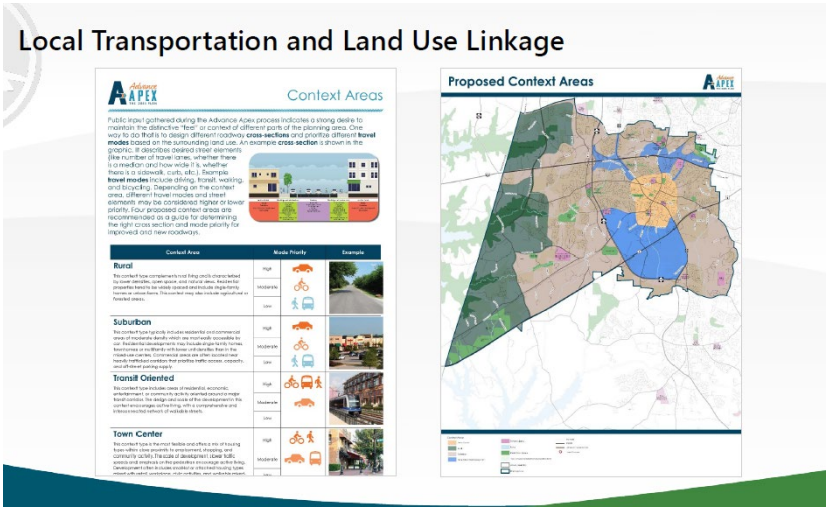
Ms. Cox said most of the LAP program funding comes from the federal government. She said the LAP funding is always administered locally and that NC55 would not be funded by this, it would be funded through other sources.

Slide No. 4

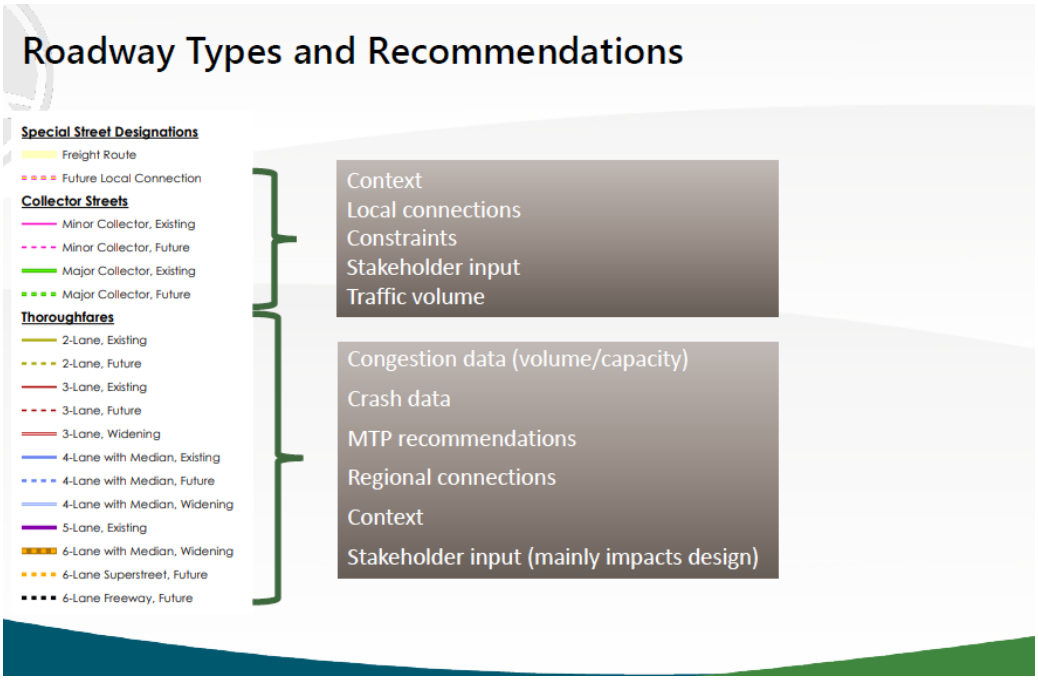


Ms. Cox said there is a review process that occurs with municipal staff that compares local plans to regional plans to make sure that they're consistent and to make any other recommendations. She said CAMPO does not have a strong role in advising land use recommendations but that is in their strategic plan and something they plan to focus on in the future.

Slide No. 5



Slide No. 6



Councilmember Zegerman asked if most thoroughfares are state-operated roads.

Ms. Cox said yes.

Councilmember Zegerman asked about how much say we have in the NCDOT process. He said that he felt in the presentation last week that they were telling them what they were going to do, and not that they were seeking input.

Ms. Cox said we have a lot of input into the design of NCDOT roadway projects and in creating the vision for roadways. She added that it's rare for Apex's transportation plan not to match the metropolitan transportation plan. She said staff has been involved in all major NDOT projects in the area.

Mayor Pro-Tempore Killingsworth said with Holly Springs and Amgen coming in near Friendship Road, she felt blindsided about the connection going through there considering Apex has Friendship Road, a small 2 lane road, on the other side of US-1. She asked how much communication has there been between Holly Springs and Apex about diverting traffic in that area.

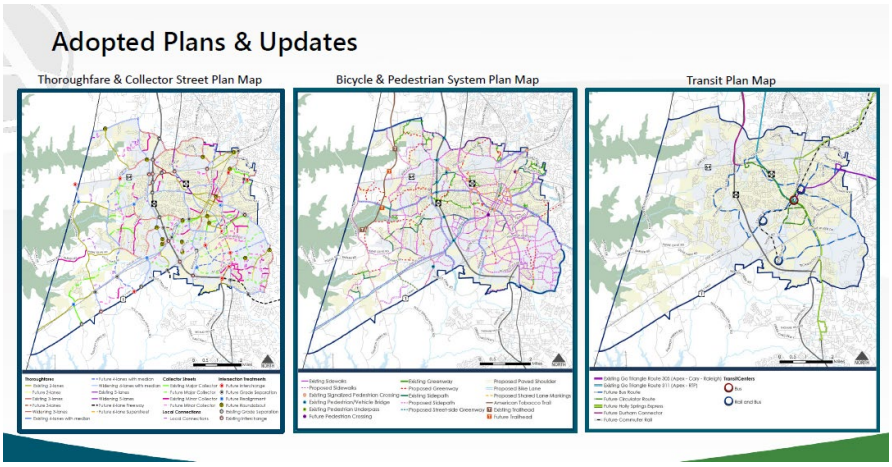
Ms. Cox said Holly Springs requires traffic impact analysis just like Apex does. Staff has been coordinating on longer range roadway plans with Holly Springs to help address some of the impacts of that site and the regional growth. She said herself and Russell Dalton, Traffic Engineer Manager, meets with Holly Springs staff monthly to review plans and make sure staff is up to speed on what might be moving forward as well as funding options.

Mr. Dalton said it isn't uncommon for a municipality to do traffic impact analyses that come close to the border of another jurisdiction, and he added sometimes they include that

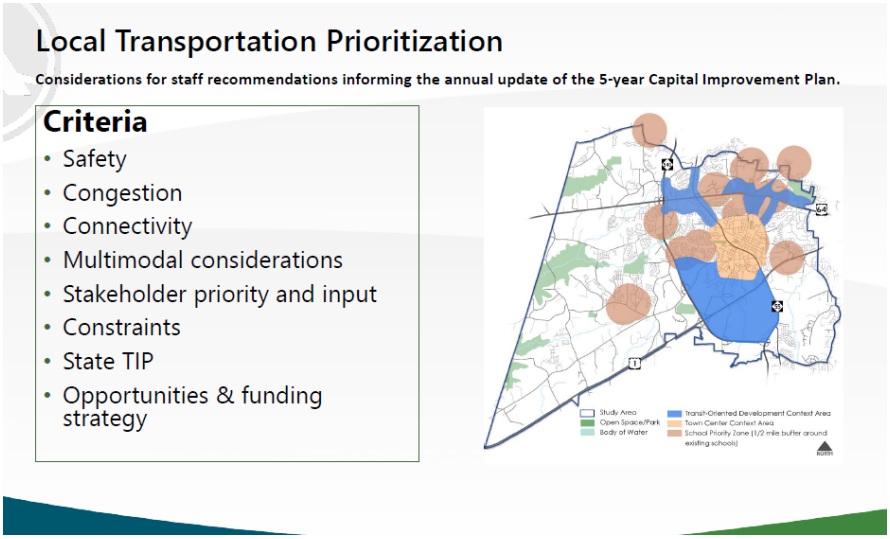
municipality in the discussions and sometimes they don't. He said the Town tries not to "step on the toes" on other municipalities with economic development projects in terms of their agreements or their communications with the State. He said they try to make plans match up at a high-level, but to keep distance with analyzing projects unless there are lots of overlap.

Mayor Pro Tem Killingsworth said she felt it seemed the plan they had for that area was not cohesive with the plan Apex had for the area near the Friendship community. She said it's helpful for communities to share their long-term plans for land use in areas near each other.

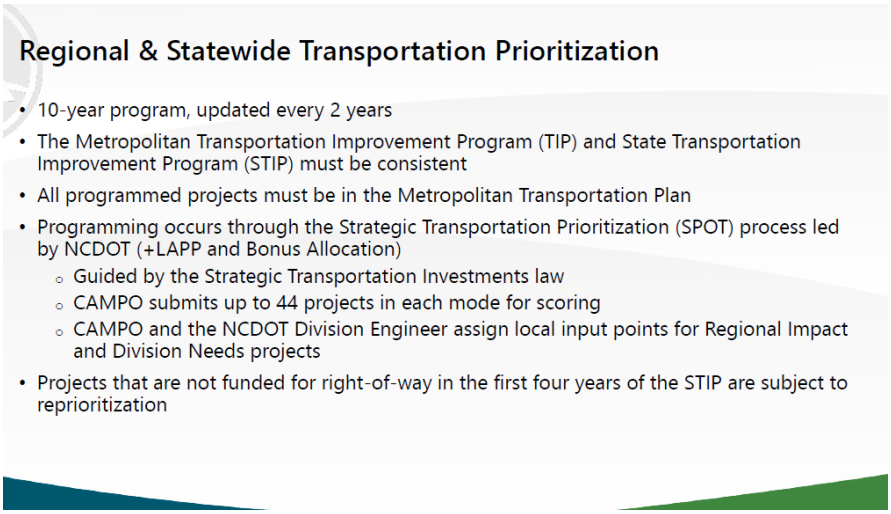
Slide No. 7



Slide No. 8



Slide No. 9



Councilmember Mahaffey said he's always found the distinction between SPOT and LAPP a little confusing, and asked if it was right to say that SPOT is NCDOT's process for CAMPO to get projects and LAPP is the process for us to get projects from them.

Ms. Cox said that's one way it could be said, and that SPOT is statewide and most MPO's are state-led projects.

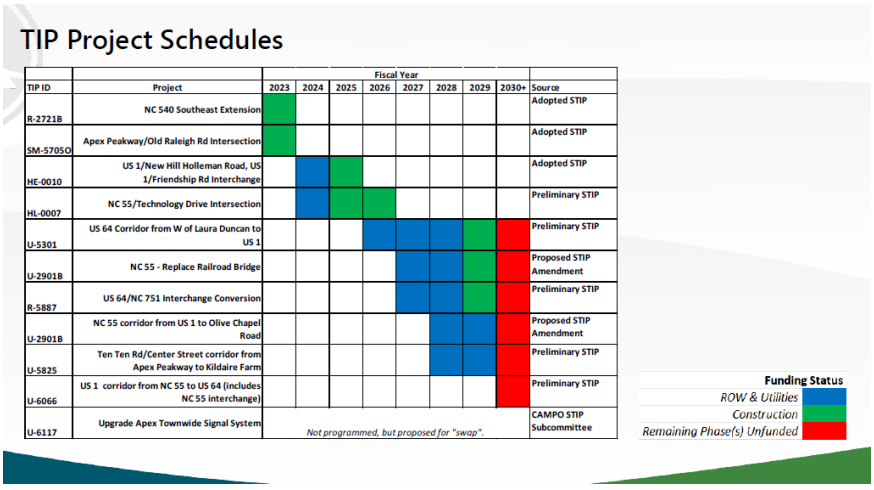
Councilmember Mahaffey wanted to confirm if LAPP projects were smaller, Town-oriented projects, and SPOT projects were on a much larger scale.

Ms. Cox said yes, and that there were three tiers to SPOT: Division, Regional, and State.

Councilmember Mahaffey asked if 540 is a SPOT project.

Ms. Cox said yes, it was prioritized through SPOT, and so was 55, 64, and Ten-Ten.

Slide No. 10



Councilmember Zegerman asked if it would be correct to assume that projects with right-of-way not starting until 2027 was still up for debate.

Ms. Cox said it was a bit tricky on what could be swapped, and that she was not certain on how the reprioritization process would go with CAMPO, since this is relatively new. She said that the projects for 2024 to 2032 STIP are underway now, so anything 2029 and beyond would be subject to reprioritization.

Councilmember Zegerman confirmed it would be US 64 Corridor and the projects after that.

Ms. Cox said yes, but this has not been adopted yet.

Councilmember Gantt asked if there are ways for municipalities or CAMPO to influence STIP at all.

Ms. Cox said yes, the projects that are submitted for scoring is the first way and then the points that MPO and the Division of Engineers submit is the second way.

Councilmember Mahaffey asked if it adopted through CAMPO board.

Ms. Cox said the NCDOT adopts the system.

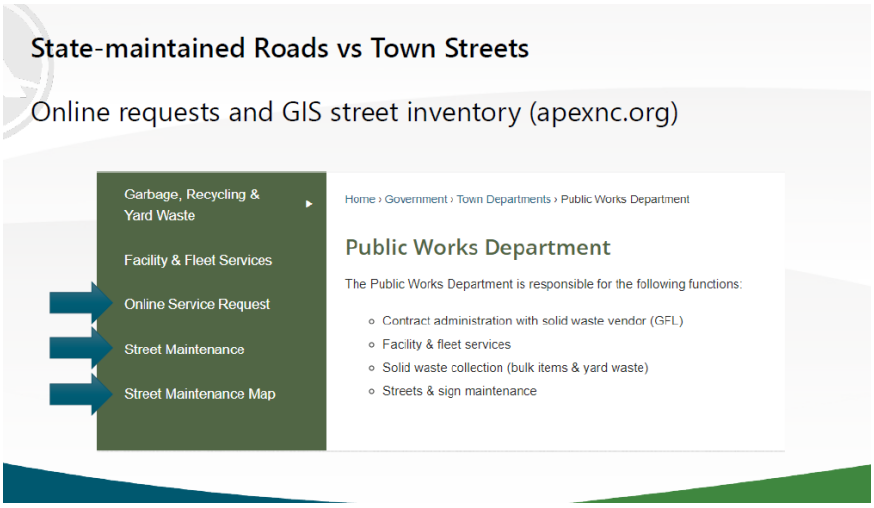
[AGENDA ITEM NO. 2 – TRANSPORTATION PLANNING]

Traffic Engineering Manager Russell Dalton presented the following PowerPoint presentation.

Slide No. 11



Slide No. 12

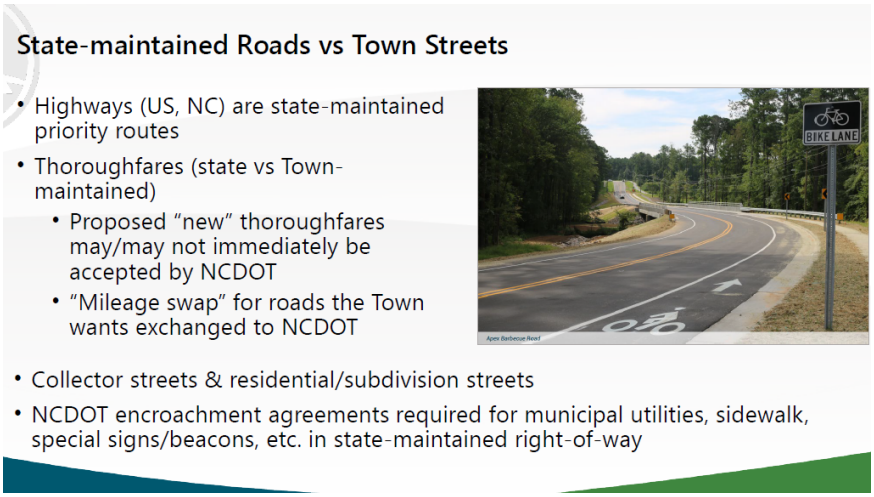


Mr. Dalton shared that a lot of information is on the town's website.

Councilmember Zegerman asked what kind of ticketing system is behind this.

Mr. Dalton said it goes through City Works which is the system we use. It is an online portal that allows staff to track issues through it and send it to the proper person.

Slide No. 13



Councilmember Mahaffey asked if NCDOT defers to Apex a lot when it comes to state roads inside of the town or does the town get some pushback as it pertains to improvements being made.

Mr. Dalton said staff generally knows what NCDOT will accept and a lot of that follows engineering industry standards. If it's something unusual or something the town hasn't dealt with before, staff will reach out to NCDOT first with a phone call or email and set up a meeting to talk about it.

Deputy Town Manager Purvis said as long as the Town follows NCDOT's standards and criteria it usually is not a problem.

Slide No. 14



Mr. Dalton said the Apex standard specifications and details are all available online that developers need to follow whenever they're doing a design in the Town.

Councilmember Mahaffey said often the Town has had Development Projects that have Associated Roadway Improvements, and asked if they have go through the exact process as the Town, such as if a development needs to put in a turning lane they have to go through DOT to do the same three-month process.

Mr. Dalton said yes, they have to go through the encroachment agreement and driveway permit process just like we do.

Councilmember Mahaffey said often the improvements they have to do are like zoning conditions, asked what happens if NCDOT says "No I don't want you to put this turning lane here" – said in which staff has already been talking to NCDOT before that's the only condition.

Mr. Dalton said in zoning conditions staff already has language in there stating "subject to NCDOT approval" and if there's a situation where NCDOT just absolutely won't agree to something that's in zoning, it can deviated at that point because you do find out through the zoning process you don't necessarily have all the information because the plans haven't been fully designed so there may be some issue that comes up through the engineering design process that changes it.

Councilmember Gantt asked are there guidelines that don't work out in the real world and is there an example.

Mr. Dalton said the biggest debate in the industry is between traditional engineering design which promotes higher speeds. He said typically designs are for five miles over posted, which tends to encourage drivers to drive faster. He then said in the other programs

like Vision Zero, they're trying to encourage more urban low-speed designs. He said this often a conflict and source of disagreement amongst engineers.

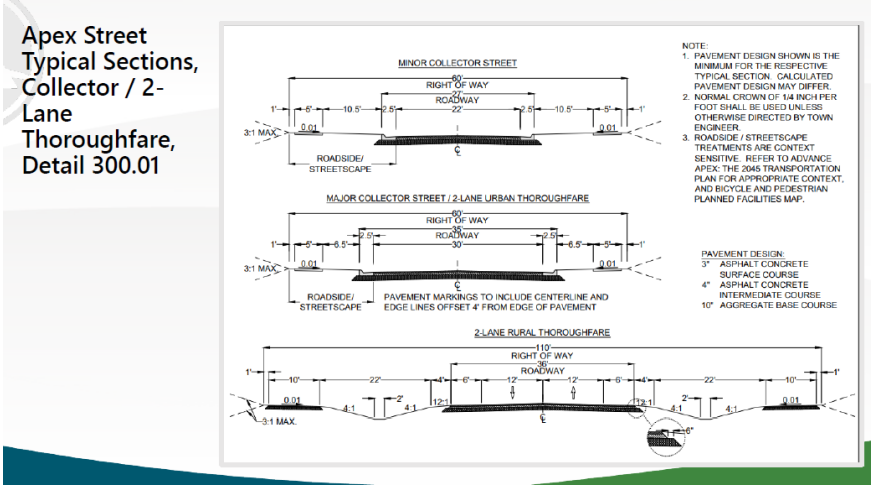
Councilmember Gantt said it seems like there has been a movement away from speed being the most important transportation factor, and asked if Apex has followed this design.

Mr. Dalton said it is important to make major roadways as safe as possible, and that often people who want lower-speed environment "forget about" that desire when they are driving and need to get somewhere. He said there is a balance between mobility and the perception of safety.

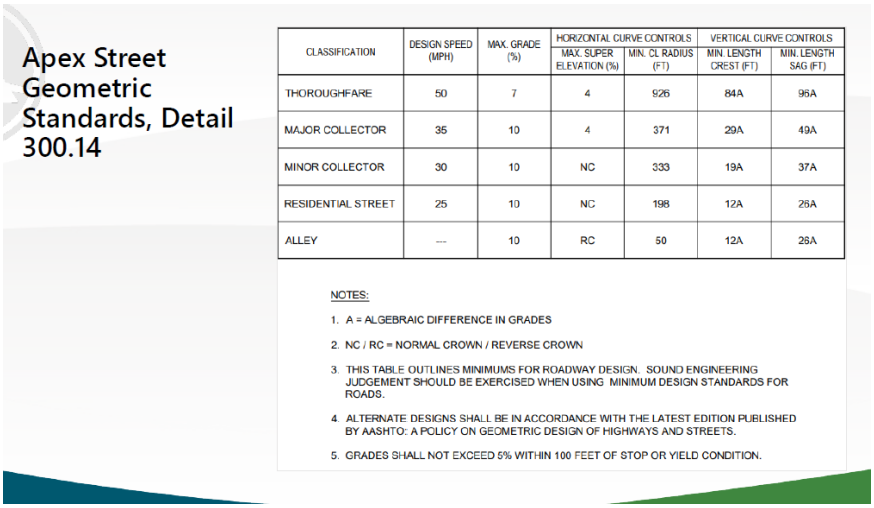
Mr. Johnson added that over the past 20-25 years, there has been a large shift in pedestrian-oriented transportation design, and that DOT has begun to shift their own philosophy away from cars only. He agreed there is a balance between addressing capacity and congestion issues with road safety issues.

Councilmember Gantt said it's very expensive and difficult to retrofit roads and areas with pedestrian-friendly design after years of car-focused design.

Slide No. 15

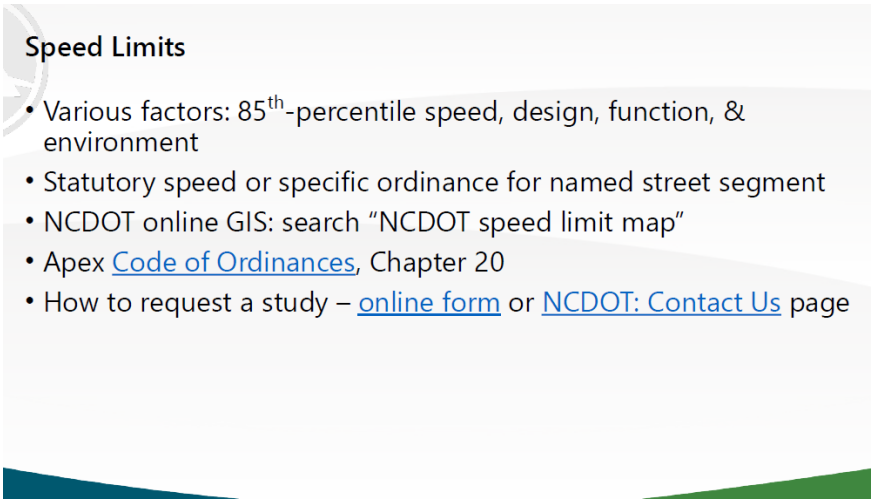


Slide No. 16



CLASSIFICATION	DESIGN SPEED (MPH)	MAX. GRADE (%)	HORIZONTAL CURVE CONTROLS		VERTICAL CURVE CONTROLS	
			MAX. SUPER ELEVATION (%)	MIN. CL RADIUS (FT)	MIN. LENGTH CREST (FT)	MIN. LENGTH SAG (FT)
THOROUGHFARE	50	7	4	926	84A	96A
MAJOR COLLECTOR	35	10	4	371	29A	49A
MINOR COLLECTOR	30	10	NC	333	19A	37A
RESIDENTIAL STREET	25	10	NC	198	12A	26A
ALLEY	---	10	RC	50	12A	26A

Slide No. 17



Mr. Dalton said the Town's Code of Ordinances are all online in Municode and any resident can request a study, and all speed volume data is archived by staff.

Councilmember Mahaffey wanted to confirm that Apex sets by ordinance the Town speed limit, and NCDOT can do the same for their roads. He asked what happens if the Town turns a road over to the DOT, do they need to adopt a parallel ordinance to match or is it default to whatever it is at the state speed limit would be.

Mr. Dalton gave an example of Richardson Road. He said it's in corporate limits and currently a 45-mph road based of Town of Apex ordinance. He said if NCDOT took it over, they would have to enact their own ordinance for the road to be 45 mph, otherwise it would automatically drop to the Town's corporate speed limit. He said NCDOT will typically match whatever speed Apex had the road capped at upon a transfer.

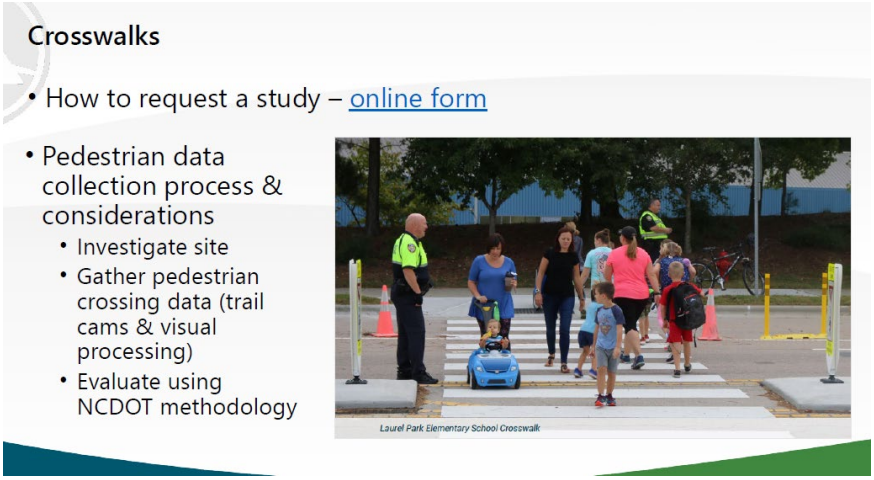
Councilmember Gray asked Mr. Dalton to speak about the speed study. He said they gets questions about whether the studies look at speeds when kids are out at play, or at night when it's tougher to see.

Mr. Dalton said the town uses radar units, which are more accurate than tubes, and then collect a weeks' worth of data. He said they try not to choose a time which may have an unusual traffic pattern.

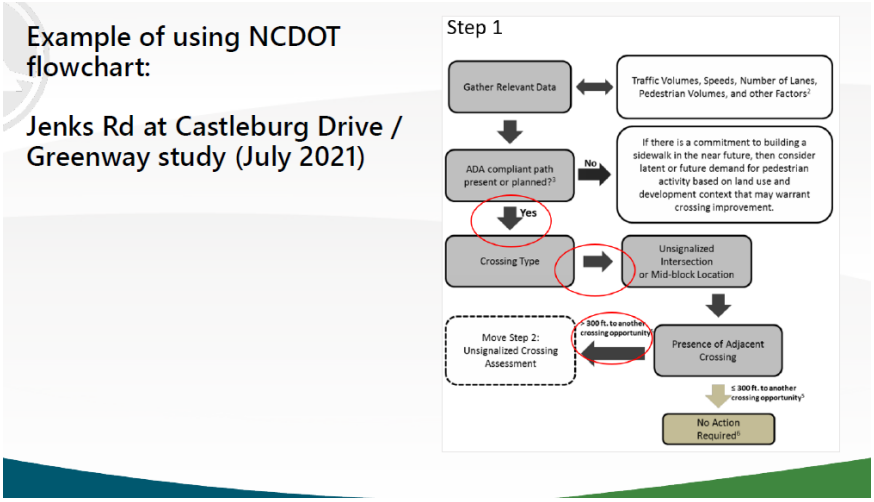
Councilmember Gray asked if NCDOT still uses mostly tubes for their studies.

Mr. Dalton said he has seen the tubes, but NCDOT may be switching to some better technology. He said another option is pucks, which helps for traffic counting and can be put onto the pavement, but that they also come with issues.

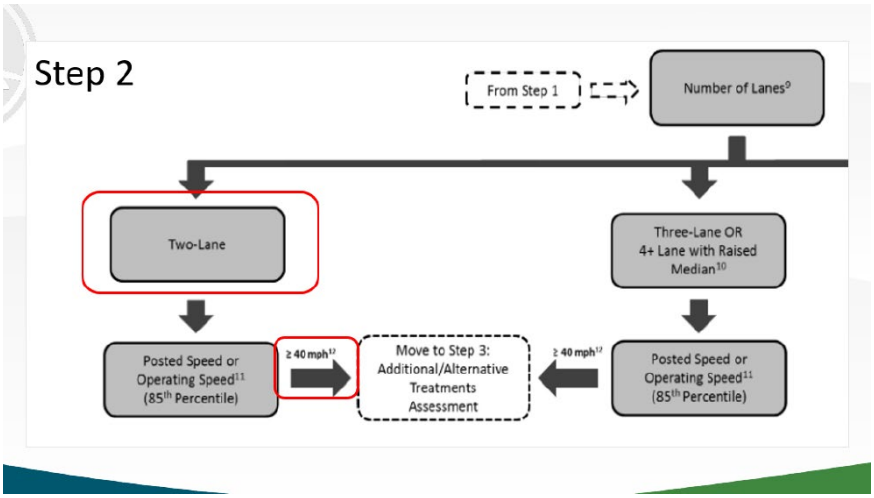
Slide No. 18



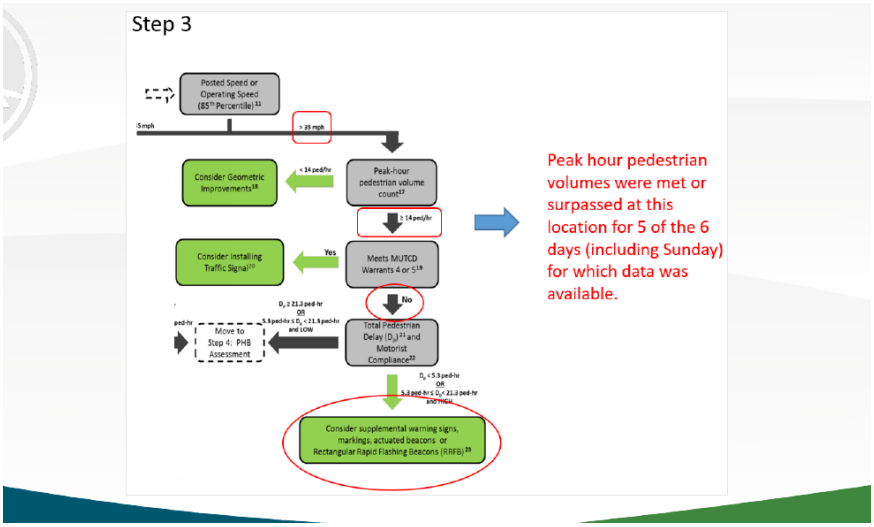
Slide No. 19



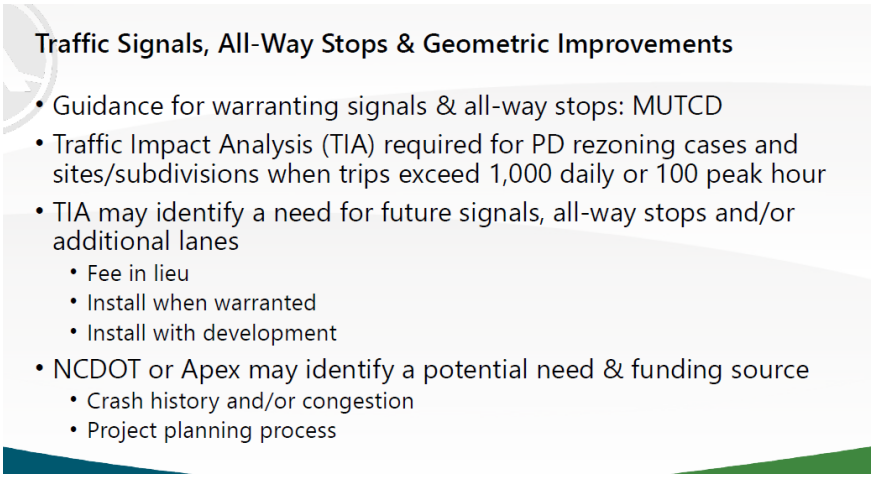
Slide No. 20



Slide No. 21



Slide No. 22



Councilmember Mahaffey asked if the thresholds that trigger a TIA in Apex are set by a statute, and if so, at what level. He said Council often gets comments wondering why TIA's aren't being done with certain projects.

Mr. Dalton said the threshold is typically 1,000 cars daily or 100 in a peak hour, which has been around for a long time and its standard across the industry. He said it could be lowered or have other triggers added, but he said lowering this threshold is unlikely to provide actionable information in this scenario.

Councilmember Mahaffey asked how the trips generated number is estimated.

Mr. Dalton said its based-on the Institute of Transportation Engineer's trip generation manual, and that it's the standard across the industry and has guidance for any type of development.

Councilmember Zegerman said he has seen a rezoning class that was under two acres with no TIA requirement and asked if there was another way of getting the same interpretation.

Mr. Dalton said no, it was based on the anticipated number of trips, regardless of the size of the property.

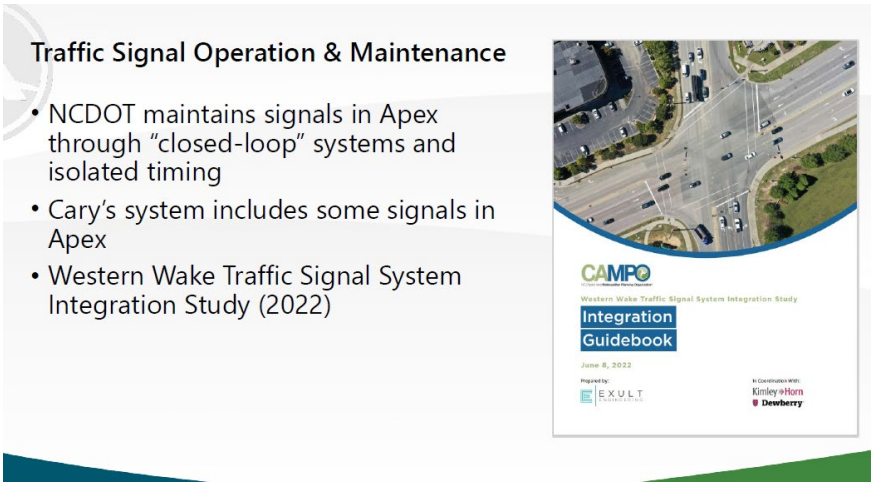
Councilmember Gantt asked is there another method that can be captured a little better in the future.

Mr. Dalton said it would be best through the rezoning process when you identify developments. He said the Council can make improvements a condition of zoning, which has been done before. He said sometimes it's easier for the Town to ask for fees-in-lieu for traffic signals rather than having a developer build it, due to the timing of other projects and funding sources.

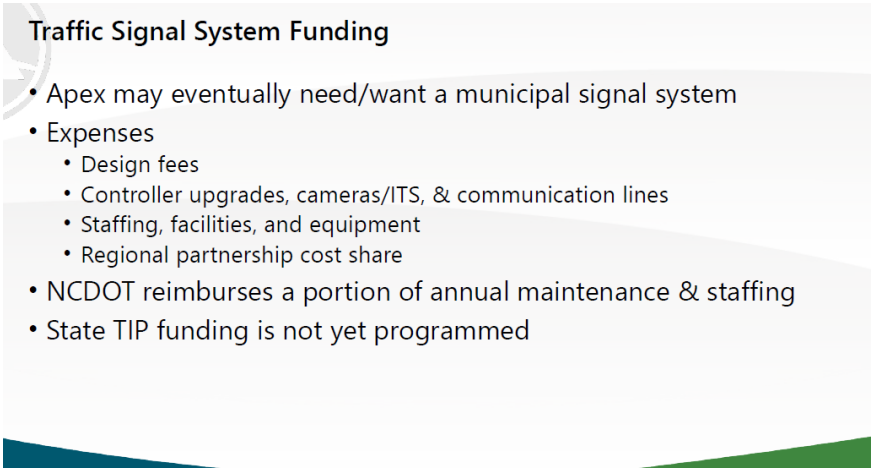
Councilmember Gray asked if the Town has a way of capturing individual projects that aren't going to require TIA in a sort of aggregation, which could allow a study to be conducted on the traffic impacts of a group of individual developments, rather than all of them separately.

Mr. Dalton said its difficult when a town is growing rapidly and there are a lot of small projects. He stated the Town does not have transportation impact fees, which could be one way to address the more macro issue. He said they try not to treat the rezoning process as a method to gain money, rather than having the developers do the improvements themselves. He added that another way of addressing these macro issues are the large-scale issues they offer work with the state through TIP projects, such as the widening of NC 55.

Slide No. 23



Slide No. 24



Mayor Pro Tempore Killingsworth asked if the TIP project would be for upgrading the systems, rather than taking over the systems.

Mr. Dalton said the TIP project was to connect and upgrade signals. He said municipalities are typically responsible for the facilities, such as a control center, a maintenance facility, technicians, trucks, and staff. He said NCDOT offers some reimbursement for these things, as some of the signals the Town would operate are there's, but that it isn't 100%.

Councilmember Zegerman asked what would be the benefit of the Town controlling and managing its own traffic signal system.

Mr. Dalton said it would be higher level of service for the citizens, more responsiveness, and having more active control of the signals more than NCDOT currently provides. It would give the flexibility in the system to take a closer look at developing more timing plans to be more dynamic throughout the day. He said it would allow more camera monitoring, and ability to adapt the system for special events better than NCDOT. He said

Apex is getting to the size where it would need to start investing more into its own signal system.

Mayor Pro-Tempore Killingsworth asked what the reimbursements from NCDOT would be like.

Mr. Dalton said based on what other municipalities have said, up to 60 percent of the cost of maintenance per signal.

Councilmember Mahaffey asked what can the cameras be used for.

Mr. Dalton said it can be used for real-time traffic monitoring. They can also help verify if there are timing issues and aid in fixing them.

Mayor Pro-Tempore Killingsworth asked if it's the same system the emergency vehicles use if they need to get through intersections quicker.

Mr. Dalton said there is a project in the works for GPS preemption at several signals. He said it's on 5 cabinets but not active on the fire vehicles yet, and the plan is to outfit 10 more signals. He said these can operate without upgrading the signals first.

Councilmember Mahaffey asked about red-light cameras and potentially mailing people tickets.

Mr. Dalton that is likely another conversation, as it is quite expensive.

Councilmember Mahaffey asked if other municipalities use systems like that for this purpose, and to potentially aid in investigations.

Mr. Dalton said he isn't sure of places like Cary doing that, and that they typically use the cameras for traffic monitoring and signal troubleshooting, but they don't record. He said they were involved in lawsuits over their red light cameras years ago and ended up taking them out.

Slide No. 25



Councilmember Zegerman asked if the Vision Zero data was posted publically.

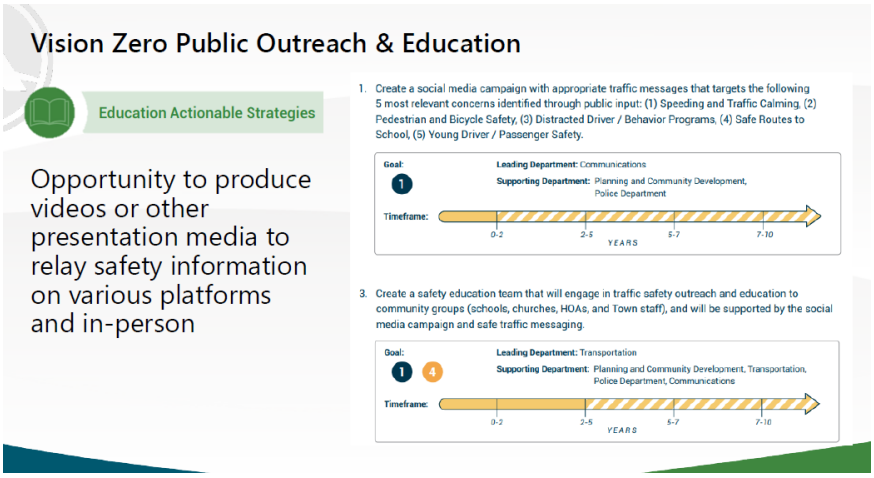
Mr. Dalton said yes, it is available on the Town's website. He said they post quarterly project reports, crash data, and the whole action plan.

https://www.apexnc.org/1434/Vision-Zero

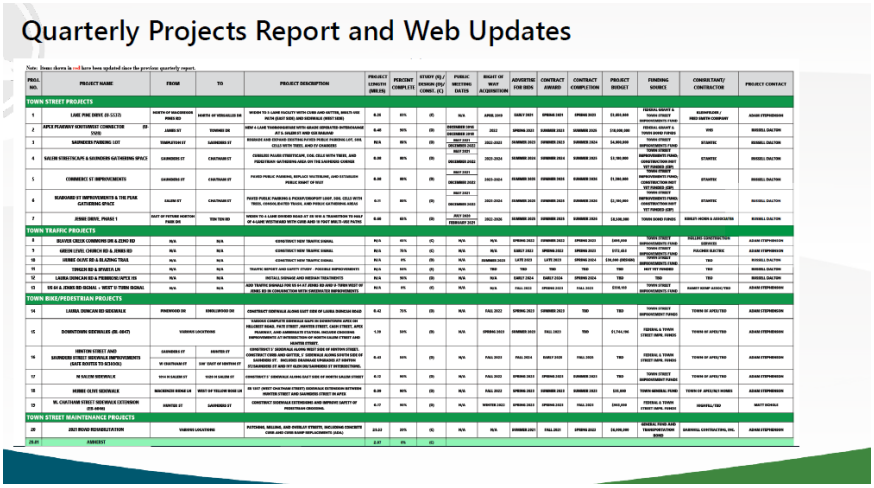
Councilmember Gantt asked if the previous data was set from 2016 to 2021, and asked if there were any dramatic changes in the last two years.

Mr. Dalton said the data is set at 2015 to 2020. He said there hasn't been any major changes.

Slide No. 26



Slide No. 27



Director Johnson said the above was updated quarterly and provides monthly capital progress reports to all of our capital projects.

Slide No. 28



[AGENDA ITEM NO. 3 – SCHOOL ZONE TRAFFIC & PEDESTRIAN SAFETY]

Long-Range Planning Manager Shannon Cox presented the following PowerPoint presentation.

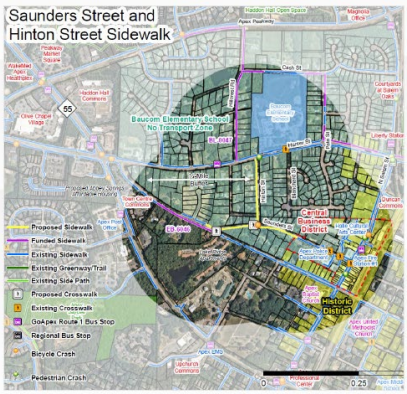
Slide No. 29



Slide No. 30

Safe Routes to School

- Identification of needs
  - Principal meetings ~ two years
  - Apex PD insights
  - Resident requests
  - Prioritization database
- Funding
  - ~ $500,000/year in local funds
  - LAPP applications
  - Streets & Sidewalk Bond
- Projects underway serving:
  - Apex High, Baucom, Thales K-5, & Thales JH/HS



Slide No. 31

Apex Schools

- 3 Public High Schools
- 4 Public Middle Schools
- 7 Public Elementary Schools
- 2 Charter Schools
- 3 Private Schools

Total enrollment = 18,731 students



Slide No. 32

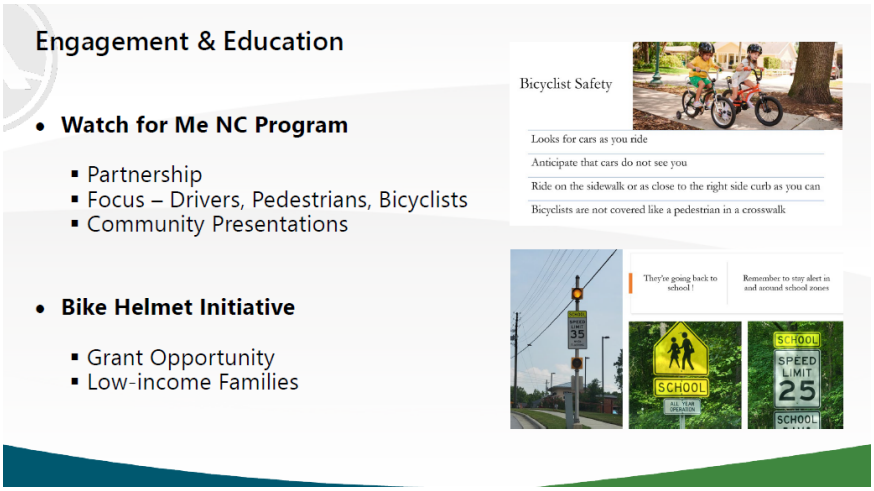
Engagement & Education

- **Community Engagement**
  - Education and Awareness
  - Email address (asktsu@apexnc.org)
  - Social Media
  - Traffic Safety Video
  - Equipment
  - Resources/Partnerships





Slide No. 33



Councilmember Zegerman asked if public and private schools were able to apply for the Bike Helmet Grant Opportunity.

Sergeant Klatt said yes, both are able to do that, and that Jenna Shouse, Senior Planner, will be working to promote that program and integrate it into Apex's system.

Councilmember Gantt asked if there is a trend of kids walking or biking to school rather than taking the bus or having their parents drive them.

Sergeant Klatt said it depends on the school, it could be seasonal as there are a lot of walkers in the fall but not as many when it's cold or raining. He said the number of kids in the "walkable zone" is higher than the number of kids who actually walk. He said he believes the number of bus riders hasn't gone back to pre-pandemic levels, and now they are dealing with a shortage of bud drivers. He said the carpool congestion has been worse than he's ever seen before.

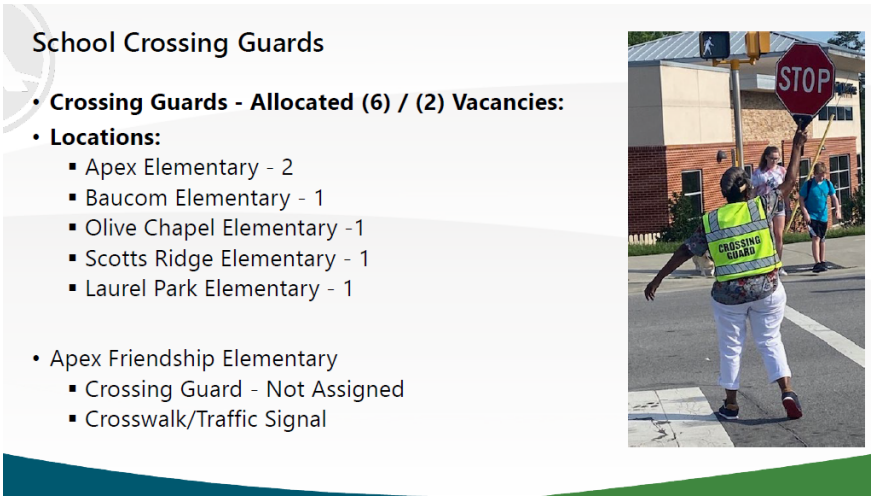
Councilmember Gantt asked if anybody collects data on how many people carpool, take the bus, or walk/bike.

Sergeant Klatt said the schools have a list of who is registered to walk but the data isn't collected everyday on how many students actually walk and don't walk.

Slide No. 34



Slide No. 35



Councilmember Zegerman asked if police have seen any unsafe conditions that need to be addressed through infrastructure improvement.

Sergeant Klatt said in the near future at Laurel Park Elementary in Cary, Apex is responsible for that sidewalk, and there are a lot of residents that walk over the railroad track to get to the Laurel Park. and when Apex builds the new apartment complex in the area it may be a good idea to extend that sidewalk. He added that kids will often cross at places without a crosswalk or crossing guard when there is one in the area. He added crossing guards have indicated people speeding is an issue.

Councilmember Mahaffey asked what's the current situation on the two vacancies and the hiring process.

Sergeant Klatt said staff is in the process of actively trying to hire. He said right now Laurel Park Elementary has a vacancy and Apex Elementary are where the two vacancies are.

Councilmember Mahaffey asked if staff can speak the issue of people dropping off kids in improper or unsafe areas to avoid the carpool lines.

Sergeant Klatt said it has been a consistent problem, and they have tried to address it with enforcement, but they only abide by it when police are actively present. He said the principal has urged parents not to do this, but Sergeant Klatt said parents were going to do what they felt would be able to get them out of there the quickest.

Sergeant Kutcher said they've been putting officers on motorcycles in the area to help these kinds of violations, as well as turn violations.

Councilmember Gantt asked if there were any designated drop-off areas that were off-campus, such as a nearby park where kids can safely walk from.

Sergeant Klatt said this is not a common thing parents do. He said schools don't use this in an official capacity.

Councilmember Gantt said something like could be expanded beyond the one "walk to school" day a year.

Mayor Gilbert asked about traffic control officers.

Sergeant Klatt said there is one at the middle school and one at the high school, which are hired through the police's off-duty contracting company.

Slide No. 36



[AGENDA ITEM NO. 4 – Q & A]

Traffic Engineering Manager Russell Dalton presented the following PowerPoint presentation.

Councilmember Gantt asked what's the responsibility of the school system in regards to these traffic issues.

Sergeant Klatt said the schools do take part in a lot of this as well. He said the principals are like partners, they want things to work but often are more concerned about what's going on inside the building rather than the grounds.

Councilmember Zegerman asked are the newer schools making more accommodations and design versus older schools for carpooling.

Sergeant Klatt said it's a combination, older schools sometimes don't have the infrastructure to support current carpool volume, and some are not used in the most efficient way. He said he believes it's more an overall capacity issue.

Councilmember Zegerman asked how Council and staff can work with the school system, such as meeting with them on ways to solve the problem.

Sergeant Kutcher said yes, those meetings part of the traffic assessment and recommendation that Mr. Dalton's team is planning.

Councilmember Gray suggested that maybe the town needs to figure out the best way of providing resources to the SROs and crossing guards so they can proactive and preventative actions easier, rather than having to try to deal with congestion problems after they occur, which he said they are doing a great job of.

Sergeant Kutcher said the issue is reoccurring annually. He schools get new parents and students each year, which means they aren't as familiar with how the flow of traffic works. He said they try to connect at the beginning and work with administration throughout the year.

Councilmember Zegerman asked if the bus capacity issue is leading to the carpool issues.

Sergeant Kutcher said it would help out but not eliminate the problem. He said also a lot more people are working from home, which leads to them dropping their kids off and picking them up more often. He said there is also a bus driver shortage, so that's another difficulty in expanding bus ridership.

Mayor Pro Tempore Killingsworth said there were also problems even pre-pandemic with the inconsistency and unreliability of the bus system.

Councilmember Zegerman wondered if this culture shift was temporary or more permanent.

Slide No. 37

Humie Olive Road at Apex Friendship Campus

- A traffic signal with crosswalks is planned for Blazing Trail Drive ('24)
- Existing traffic signal with crosswalks at Evans Road
- Existing Rapid Flashing Beacon crosswalk at Whistling Quail Run (upgrade '23)



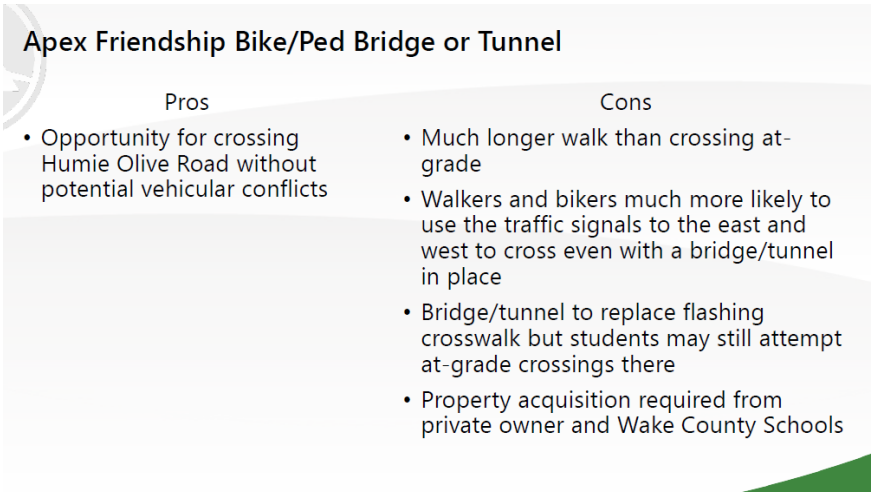
Slide No. 38

Apex Friendship Bike/Ped Bridge or Tunnel

- Potential location on west side of Whistling Quail Run (pending a feasibility study if funded)
- Requires approximately 0.3-acre on NW corner and 0.3-acre on high school site
- Likely would exceed $5M (survey, design, ROW, construction)
- 4 years to plan & construct
- Pros & Cons…(next slide)



Slide No. 39



Mayor Gilbert said staff gave exceptional presentations and that he learned a lot, and appreciates all the hard work staff puts into this.

ADJOURNMENT – 4:54 p.m.

Jacques K. Gilbert

Apex, Mayor

Ashley Knotts, CMC, NCCMC

Apex, Deputy Town Clerk

Submitted for approval by Apex Town Clerk Allen Coleman.

Minutes approved on _____ of _____, 2023.

MINUTES DRAFT

TOWN OF APEX
REGULAR TOWN COUNCIL MEETING
TUESDAY, FEBRUARY 28, 2023
7:00 PM

The Apex Town Council met for a Regular Town Council Meeting on Tuesday, February 28, 2023 at 7:00 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=S8ctCb-xNz0

[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 Demetria John
Assistant Town Manager Marty Stone
Town Attorney Laurie Hohe
Town Clerk Allen Coleman
Deputy Town Clerk Ashley Knotts
Planning Department Director Dianne Khin
Planner II Shelly Mayo
Long Range Planning Manager Shannon Cox
Current Planning Manager Amanda Bunce
All other staff members will be identified appropriately below

[COMMENCMENT]

Mayor Gilbert called the meeting to order and recognized that this day, February 28, 2023, was the Town of Apex's 150th Birthday, with it being 150 years since the Town was incorporated. He said the 150th Anniversary Kickoff Celebration was a great time in the Senior Center, and they would

be continuing the celebrations tonight. He shared that diversity and inclusion are a priority, and that differences in the same faith traditions makes the Town stronger. He invited those in attendance to recognize a personal moment of silence if they chose while the invocation was given. He welcomed **Reverend Dr. George Green** to give the invocation.

Rev. Dr. Green said he was honored to be invited to give the invocation as a representative of the oldest ecclesiastical church neighbor in the Town, Christian Home Christian Church, with the church being 158 years old. Rev. Dr. Green thanked the Mayor and Council for the invitation, and agreed with Mayor Gilbert that he also valued the diversity of faiths in Apex. Rev. Dr. Green then offered an invocation asking for assistance and safety for the Town's essential employees and citizens, and asked for healing towards Councilmember Gray's father. He asked that evil be defeated, and that a spirit of unity and oneness be released throughout the Town.

Mayor Gilbert thanked Rev. Dr. Green for the invocation.

Mayor Gilbert then introduced National Recording Artist and Apex Native Gerald Hinton, who would be performing the national anthem.

Mr. Hinton then performed the national anthem.

Mayor Gilbert thanked Mr. Hinton for the performance, then recognized Kerrin Cox and the 150th Anniversary Committee for their hard work in preparing the celebrations for tonight and throughout the upcoming year.

[CONSENT AGENDA]

A **motion** was made by **Councilmember Arno Zegerman**, seconded by **Councilmember Brett Gantt**, to approve the consent agenda with Consent Item 6 removed.

VOTE: UNANIMOUS (5-0)

CN1 2023 Revised Council Meeting Calendar

Council voted to amend the 2023 Town Meeting Calendar

CN2 Appointments – Board of Adjustment (BOA)

Council voted to reappoint the following members to the Apex Board of Adjustment (BOA) for three-year terms each retro-effective January 1, 2022 and each expiring December 31, 2025:

Ross Stocks, Regular Member of the Apex Board of Adjustment (BOA) – Corporate Limits

Bryan Johnson, Regular Member of the Apex Board of Adjustment (BOA) – Corporate Limits

Tracy Taylor, Regular Member of the Apex Board of Adjustment (BOA) – Corporate Limits promoted from alternate member to regular member.

Umesh Pai, Regular Member of the Apex Board of Adjustment (BOA) – Corporate Limits promoted

from alternate member to regular member.

AND

Council voted to appoint three (3) alternate members to the Apex Board of Adjustment (BOA) for three-year terms each effective the date of appointment (February 28, 2023) and expiring February 28, 2025:

William "Shelby" Lusk, 1st Alternate Member of the Apex Board of Adjustment (BOA)
Michael Sayers, 2nd Alternate Member of the Apex Board of Adjustment (BOA) – Corporate Limits
Joel LaMonica, 3rd Alternate Member of the Apex Board of Adjustment (BOA) – Corporate Limits

CN3 Appointments – Board of Adjustment (BOA) Chair/Vice-Chair

Council voted to confirm the following leadership positions on the Apex Board of Adjustment (BOA) for calendar year 2023:
Robert Carmac, Chair of the Apex Board of Adjustment (BOA)
Bryan Johnson, Vice-Chair of the Apex Board of Adjustment (BOA)

CN4 Appointments – Review Officers for the Town of Apex

Council voted to approve a "Resolution Recommending the Appointment and The Reaffirmation of Review Officers for the Town of Apex" pursuant to N.C.G.S § 47-30.2.
Reference Document: RES-2023-016

CN5 Capital Project Ordinance Amendment 2023-5 – GPS Emergency Vehicle Preemption Project

Council voted to approve Capital Project Ordinance Amendment 2023-5 for GPS Emergency Vehicle Preemption project.

CN6 ~~Contract Multi-Year - Infrastructure Technology Services Inc - Electric Utility Installations - February 28, 2023 through February 1, 2026~~

~~Eric Neumann, Director, Electric Utilities Department~~

Council voted to remove this item from the Consent Agenda.

CN7 Encroachment Agreement - 2901 Early Planting Ave Lot 395

Chris Johnson, Director, Transportation and Infrastructure Department

Council voted to approve an encroachment agreement between the Town and property owner Lennar Carolinas, LLC to install a driveway that will encroach 39 square feet (SF) onto the Town of Apex Public Drainage Easement and to authorize the Town Manager to execute the same.

CN8 Interlocal Agreement Addendum - Town of Holly Springs - Yard Waste Transport

John Mullis, Director, Public Works Department

Council voted to approve an Addendum to the Interlocal Agreement with the Town of Holly Springs for yard waste transport.

CN9 Standard Specifications & Standard Details Revisions

Chris Johnson, Director, Transportation and Infrastructure Department

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

CN10 Tax Report – January 2023

Allen Coleman, Town Clerk

Council voted to approve the Apex Tax Report dated January 1, 2023.

[PRESENTATIONS]

PR1 Presentation by the Apex Public School Foundation - Quarterly Peak S.T.A.R. Awards

Mayor Gilbert invited Councilmember Mahaffey to lead the presentation for the Quarterly Apex Peak S.T.A.R Award

Councilmember Mahaffey welcomed everyone and wished them a happy 150th Birthday celebration day. He told those in attendance that the Quarterly Peak S.T.A.R Award was given to a public-school teacher, staff member, or administrator in or around Apex to show appreciation for the great work that they do to help Apex's children grow and learn. He said S.T.A.R stands for "Staff, Teacher, Administrator Recognition". He said this is in partnership with the Apex Public School Foundation, who helps Council in the selection process. He invited Michelle Woods of the Apex Public School Foundation to give more information and introduce the recipient of the award.

Michelle Woods:

"My name is Michelle Woods, and I am the Program Chair as well as the Board Member on the Apex Public School Foundation, and it is with great honor that we get to take a moment tonight and honor one of our fantastic elementary school teachers here in Apex, Ms. Ashley Mitchell. She is a second-grade teacher at Salem Elementary School, and she is tonight's award recipient for the Peak S.T.A.R Award. Her principal, Dr. Sarah Oatsvall, said this about her: "Ashley Mitchell is a classroom teacher who goes above and beyond to meet the needs of her students by advocating for their needs throughout the school. Additionally, she is a professional educator who collaborates with colleagues and serves as a peer observation teacher in our building. This means that teachers throughout the

building have the opportunity to come into her classroom and observe her instruction. This is so important as we work to build a culture of ongoing professional learning." It's obvious that Ashley is definitely an important person at her school and someone that is helping build the culture of collaboration. So, it is with great honor that we want to give this award for Ashley, if she would come up with her Principal."

Ashley Mitchell received the award, and took a picture with Councilmember Mahaffey, Ms. Woods, and Dr. Oatsvall.

PR2 Proclamation - Town of Apex's 150th Anniversary of Incorporation

Jacques K. Gilbert, Mayor

Mayor Gilbert invited the Council to join him in the reading of the Proclamation for the Town of Apex's 150th Anniversary of Incorporation (Reference Document: PRO-2023-002).

Mayor Gilbert invited the 150th Anniversary Committee to join him and Council to accept the Proclamation and take a picture.

[REGULAR AGENDA]

A **motion** was made by Mayor Pro Tempore Audra Killingsworth, seconded by Councilmember Edward Gray, to approve the Regular Agenda, as presented.

VOTE: UNANIMOUS (5-0)

[PUBLIC FORUM]

Mayor Gilbert opened up Public Forums, and invited the first speaker up.

First to speak was **Cindy Howard** of 811 Shackleton Road:

"Hi, I'm Cindy Howard, I live at 811 Shackleton Road for 25 years. About 2 or 3 years ago we received notification that the moneys had been founded and allocated to continue the extension of Apex Peakway over South Salem Street. And construction would begin shortly. I live over in that area, watched for it to happen, saw picket signs go up at the homes of people who lived nearby who didn't want it there, and no construction happened. And then the next thing I know, in the last

election, we have a bond that comes up. now I can't remember the millions of dollars that it was going to cost back 2 or 3 years ago, and we had the money for it, or you had the money for it. And then, the bond came up in the last election for the extension of Apex Peakway over South Salem Street. And that increases my property taxes. I voted against it. I wanted to know where the money went to that was allocated first that is gone now, and now we're having to pay for it again. And I needed answers, not just me, my neighborhood, other people I've spoken to, would like an allocation of where this money has gone to that didn't go where it should have gone.

Mayor Gilbert thanked Ms. Howard for her comments, and told her he would ensure a staff member would be in touch with her regarding her concerns.

Ms. Howard asked if there was a way to get the precise amounts of money and where they went to.

Mayor Gilbert said a staff member would be able to get that information to her.

Ms. Howard asked if the Town had been audited lately.

Mayor Gilbert said the Town gets audited every year. He thanked her for her comments.

Next to speak was **Ashley Solis** of 1273 Brown Velvet Lane:

"Hello, Ashely Solis, 1273 Brown Velvet Lane, Sweetwater Subdivision. I've been coming every month for 6 months, 5 months now. I'm concerned with the safety in our neighborhood. Now every month I come and I throw a bunch of facts and figures at you and I hand you huge packets of information. Today I wanted to do something a little bit different and throw some different numbers at you. This is my Aunt; her name was Linda. 10 years ago, she was struck and killed by a vehicle 10 days before Christmas. As someone who experienced a devastating loss due to someone being hit by a vehicle, I assure you I will come month after month after month until we get this figured out, how we can get the subdivision of Sweetwater and Smith Farm off Richardson safe for pedestrians. I absolutely adore Apex. When we moved here 5 years ago, we actually looked in Raleigh and Cary. A real estate agent brought us through Apex, we drove through downtown, and I said this is it, I don't care what the house looks like I'm moving here. I'm proud to be from here, and I know everyone on the Council cares about what happens to people in our neighborhood. The commercialization part

I'm so happy with, you know we're going to have a deli and all these other things I can't wait to try. Harris Teeter is going in on the Sweetwater side. It's going to be great, but I just feel a sense of dread waiting to see what happens, like someone is going to get hit. We have specifically zoned for an outdoor market area, which is awesome, and I'm thinking there's gonna, an outdoor concert area, we need to not just think of speed study and what that showed, which showed a huge amount of cars passing down Richardson each day. We need to take into account the foot traffic for the neighborhood. Smith Farm is huge, Sweetwater is huge, and the apartments that are going in is 240 luxury apartments. So, with all that said, I'm really hoping we can continue to work together. My offer always stands to come and I'll show you the intersections. I know Terry is coming Friday, the Mayor was so gracious to come out a couple months ago as soon as the first meeting we went to I think. So, I would appreciate it, and if you don't want me to walk you through just park by Sweetwater and walk it yourself if you don't want a redhead pestering you during the whole thing. And I would invite you to please think about it and please come out. I'm only concerned with the safety of children, pets, and adults in our neighborhood, and I don't want to see anything happen. And happy birthday to Apex!"

Mayor Gilbert thanked Ms. Solis for her comments, and thanked everyone who spoke in public forum again. He then closed Public Forum, and moved the meeting onto Public Hearings.

[PUBLIC HEARINGS]

PH1 Annexation No. 746 - Friendship Village - 27.853 acres

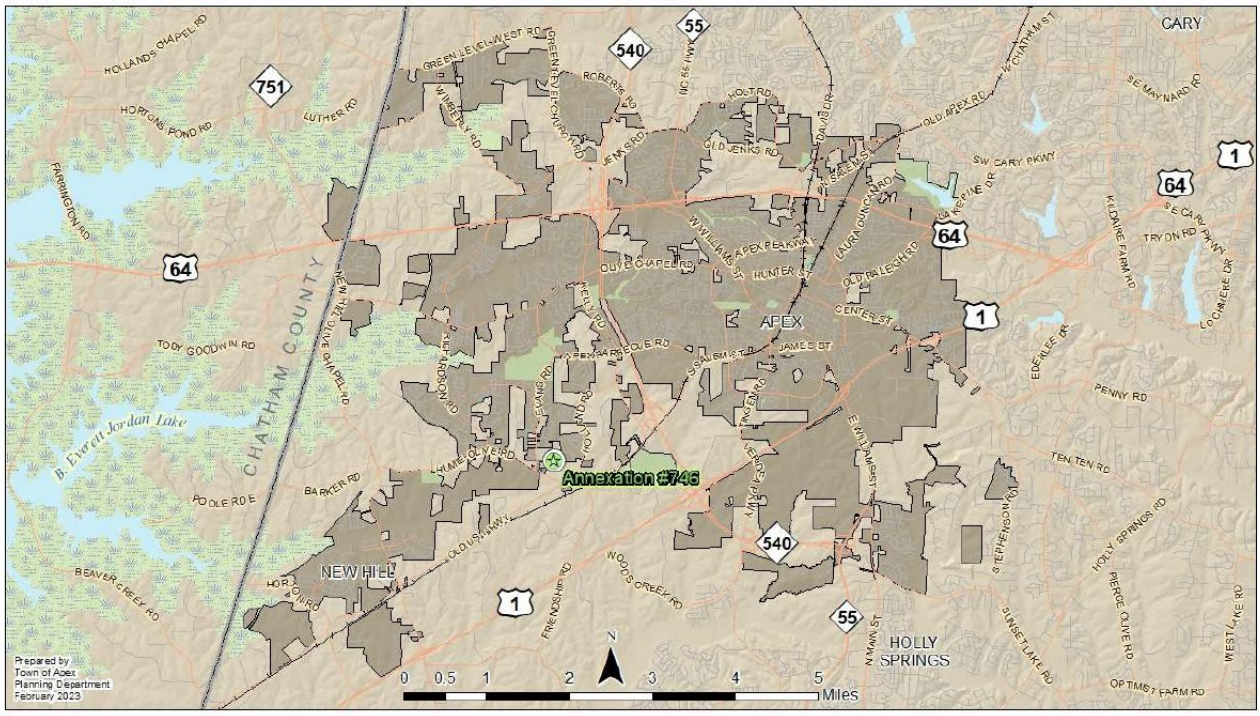
Dianne Khin, Planning Director, gave the following presentation regarding Annexation No. 746 – Friendship Village

Public Hearing #1

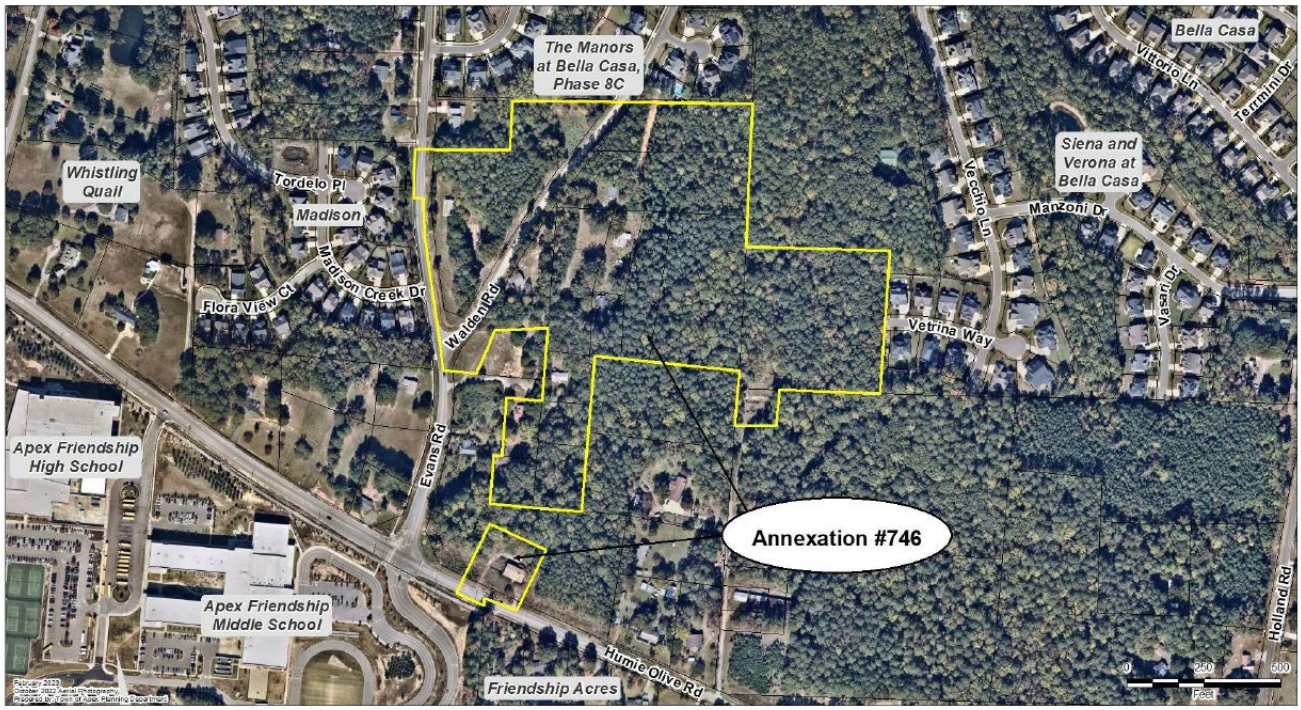
Annexation #746
Friendship Village

APEX NORTH CAROLINA

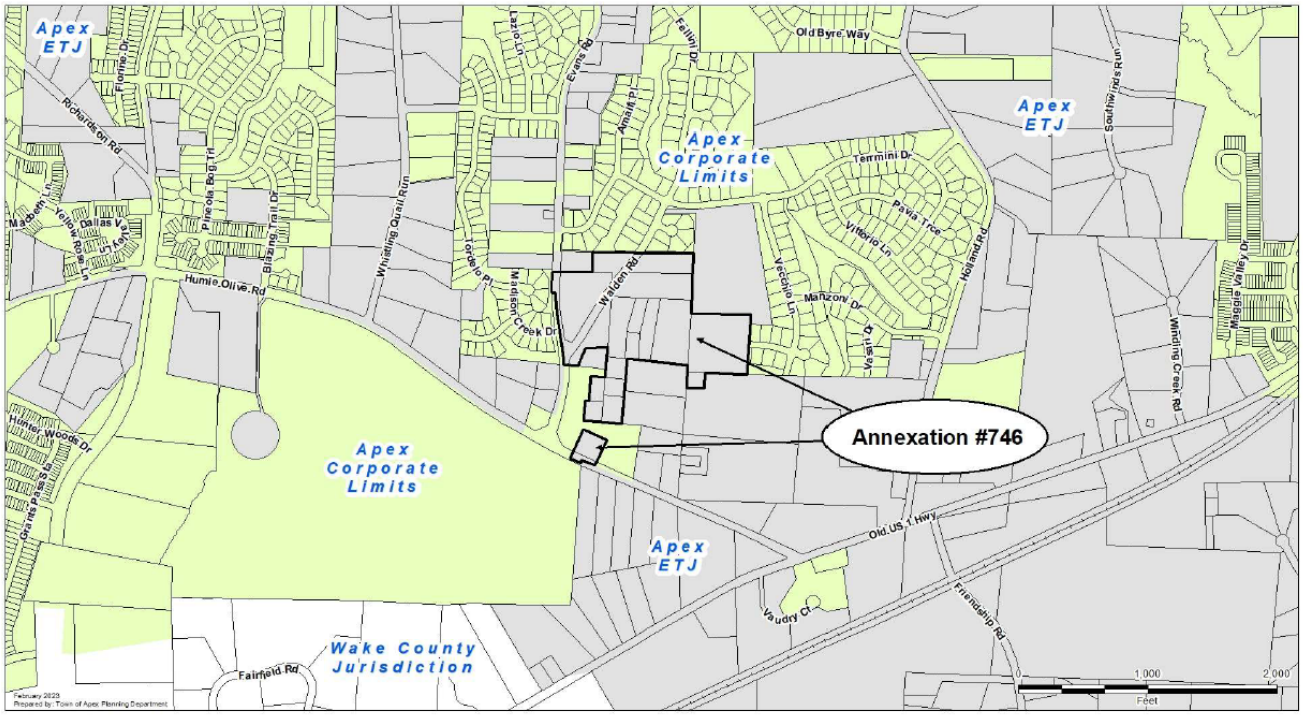
1



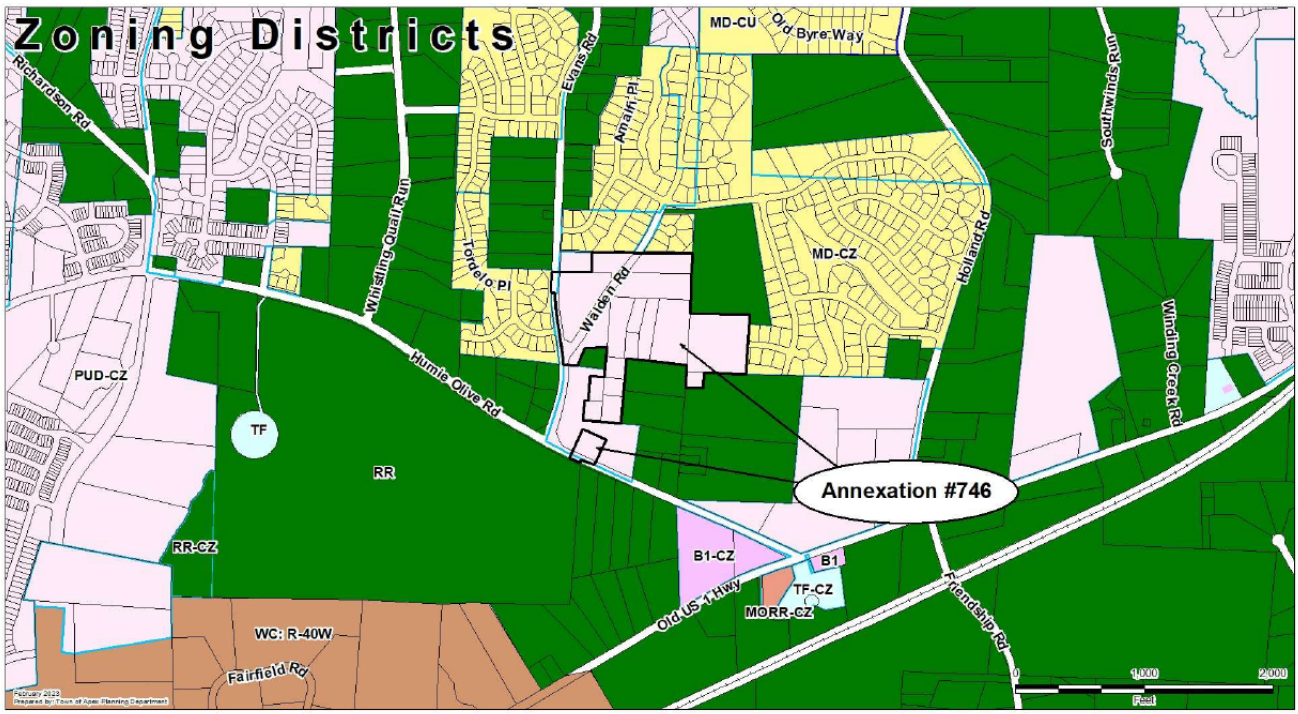
2


The Manors at Bella Casa, Phase 8C
Bella Casa
Vittorio Ln
Terrmini Dr
Siena and Verona at Bella Casa
Whistling Quail
Tordelo Pl
Madison
Vecchio Ln
Manzoni Dr
Madison Creek Dr
Flora View Ct
Walden Rd
Vetrina Way
Vasari Dr
Apex Friendship High School
Evans Rd
Annexation #746
Apex Friendship Middle School
Holland Rd
Humie Olive Rd
Friendship Acres
0
250
500
Feet

1


Apex ETJ
Old Byre Way
Apex ETJ
Apex Corporate Limits
Terrmini Dr
Pavia Trce
Vittorio Ln
Holland Rd
Humie Olive Rd
Whistling Quail Run
Madison Creek Dr
Walden Rd
Vecchio Ln
Manzoni Dr
Vasari Dr
Winding Creek Rd
Maggie Valley Dr
Annexation #746
Apex Corporate Limits
Apex ETJ
Old US 1 Hwy
Friendship Rd
Vaudry Ct
Wake County Jurisdiction
Fairfield Rd
0
1,000
2,000
Feet

2



Ms. Khin said staff recommended approval and offered to answer any questions.

A **motion** was made by Councilmember Terry Mahaffey, seconded by Councilmember Brett Gantt, to adopt Annexation No. 746.

VOTE: UNANIMOUS (5-0)

PH2 Annexation No. 750 - 2012 Ramblewood Drive - 5.719 acres

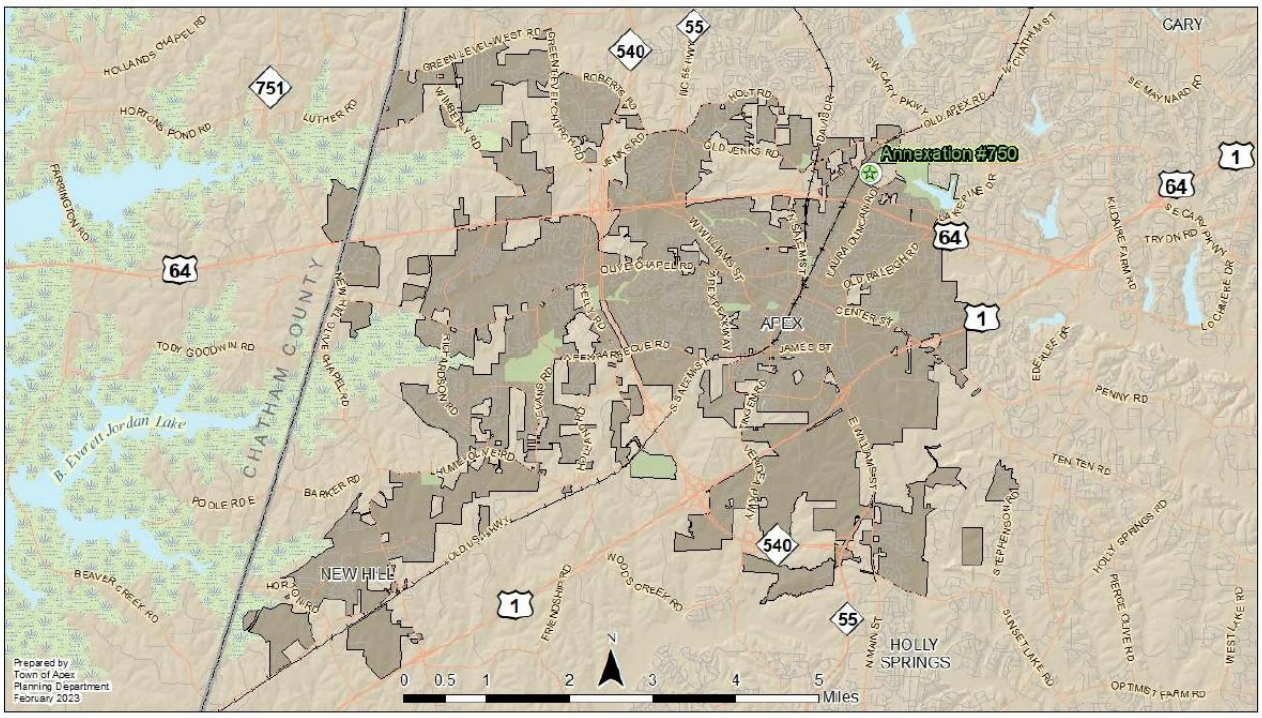
Dianne Khin, Planning Director, gave the following presentation regarding Annexation No. 750 – 2012 Ramblewood Drive

Public Hearing #2

Annexation #750
2012 Ramblewood Drive

APEX NORTH CAROLINA

1

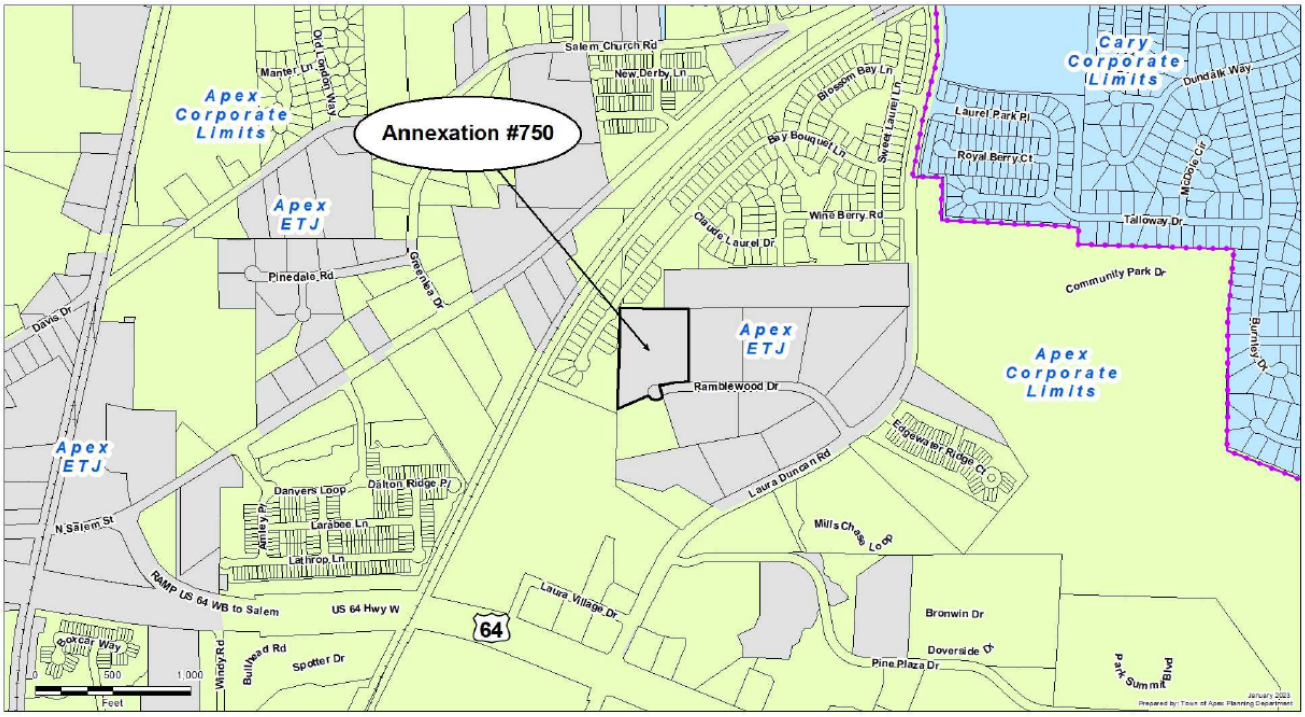


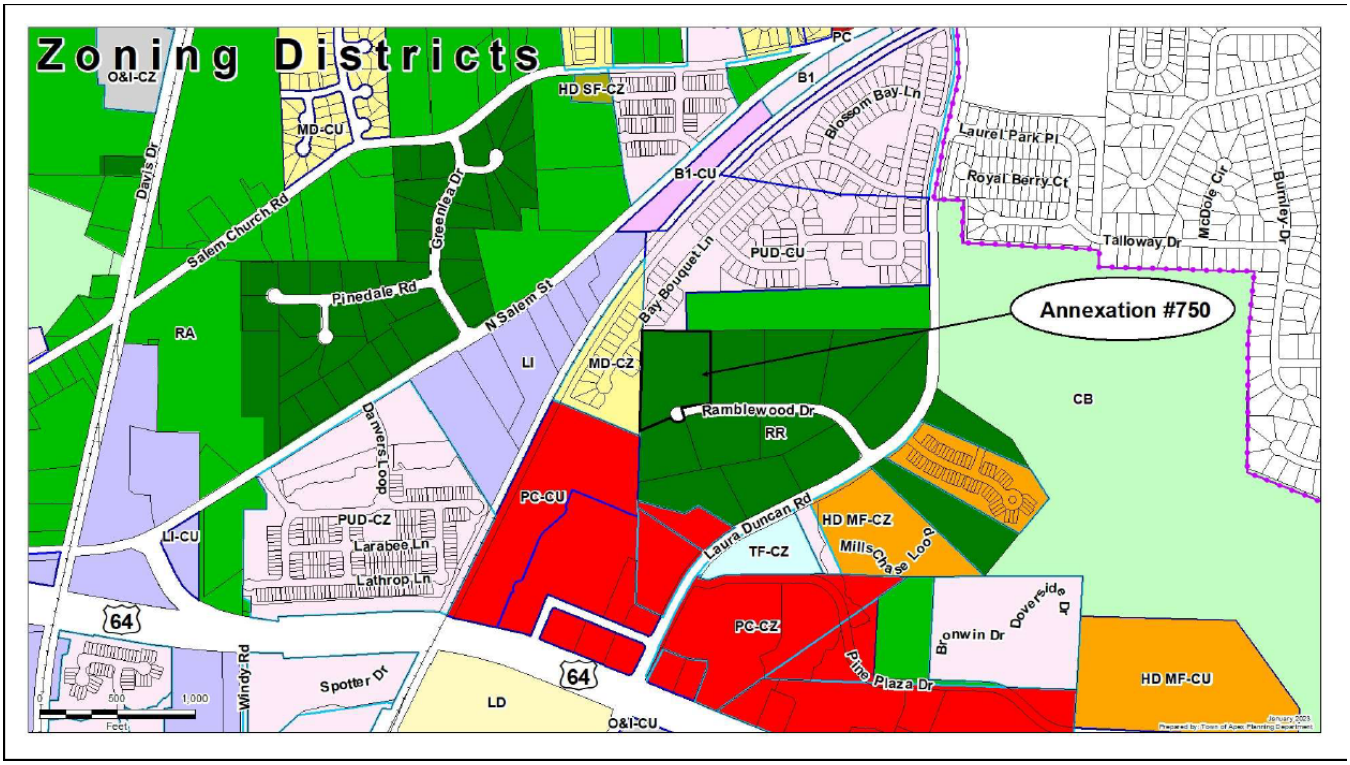
2

1


Salem Woods
N Salem St
Bay Bouquet Ln
Ellington Place
Annexation #750
Ellington Cove
Ramblewood
Ramblewood Dr
Laura Duncan Rd
0
250
500
Feet

2


Annexation #750
Apex Corporate Limits
Apex ETJ
Cary Corporate Limits
Salem Church Rd
Manter Ln
Old London Way
New Derby Ln
Blossom Bay Ln
Bay Bouquet Ln
Sweet Laurel Ln
Laurel Park Pl
Royal Berry Ct
Dundalk Way
Mcbride Cir
Talloway Dr
Wine Berry Rd
Claude Laurel Dr
Community Park Dr
Burnley Dr
Pinedale Rd
Greenleaf Dr
Davis Dr
Ramblewood Dr
Edgewater Ridge Ct
Laura Duncan Rd
Mills Chase Loop
N Salem St
Danvers Loop
Dalton Ridge Pl
Ainley Pl
Larabee Ln
Lathrop Ln
RAMP US 64 WB to Salem
US 64 Hwy W
64
Laura Village Dr
Bronwin Dr
Doverside Dr
Pine Plaza Dr
Park Summit Blvd
Spencer Way
Windy Rd
Bullhead Rd
Spotter Dr
0
500
1,000
Feet



Ms. Khin said staff recommended approval, and offered to answer any questions.

With no questions from Council, **Mayor Gilbert** opened up Public Hearing for comment on this item.

First to speak was **Mike Montpetit** of Cary, North Carolina

"My name is Mike Montpetit, I live in Cary but I'm representing a seller from Apex, who lives at 2012 Ramblewood down the street from Costco. He has requested to become part of the Apex services and so, we hired a survey company and this had been going through this for about a year now. As far as I know we have done everything properly, and would appreciate your consideration."

Mayor Gilbert thanked Mr. Montpetit for his comments.

Next to speak was **Surinder Sabidhiki** of 2012 Ramblewood Drive:

"I live at 2012 Ramblewood Drive, and I've been living there for 24 years, and I'm getting old so I'm going to Senior Living and I wanted to take care of this and maybe we can divide the lot up. There

are two more lots coming up, including the house that currently stands, so I'm hoping for favorable annexation."

Mayor Gilbert thanked Mr. Sabidhiki for his comments.

Mayor Gilbert called on Juan Ortega, who had also signed up, but he was no longer present.

A **motion** was made by Mayor Pro Tempore Audra Killingsworth, seconded by Councilmember Edward Gray, to adopt Annexation No. 750.

Before the vote, **Councilmember Mahaffey** said that for any person in the ETJ or the Town's Long-Range Planning area and wants Town service, the Town will generally look favorably on their Annexation Requests. He thanked the two speakers that came on behalf of the property, and stated that petitions of their nature were likely to be looked upon favorably.

VOTE: UNANIMOUS (5-0)

PH3 Rezoning Case No. 22CZ19 – The Heights PUD

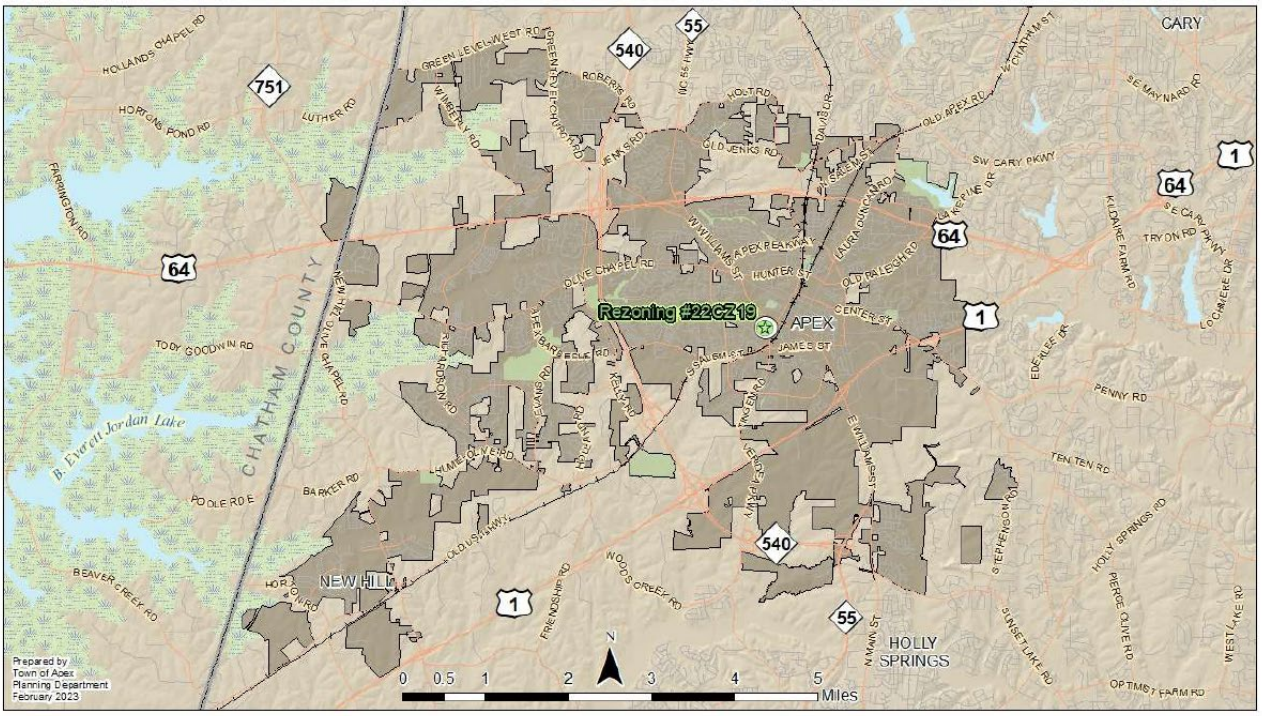
Shelly Mayo, Planner II, gave the following presentation regarding Rezoning Case No. 22CZ19 – The Heights PUD

Public Hearing #3

Rezoning Case #22CZ19
The Heights PUD

APEX NORTH CAROLINA

1

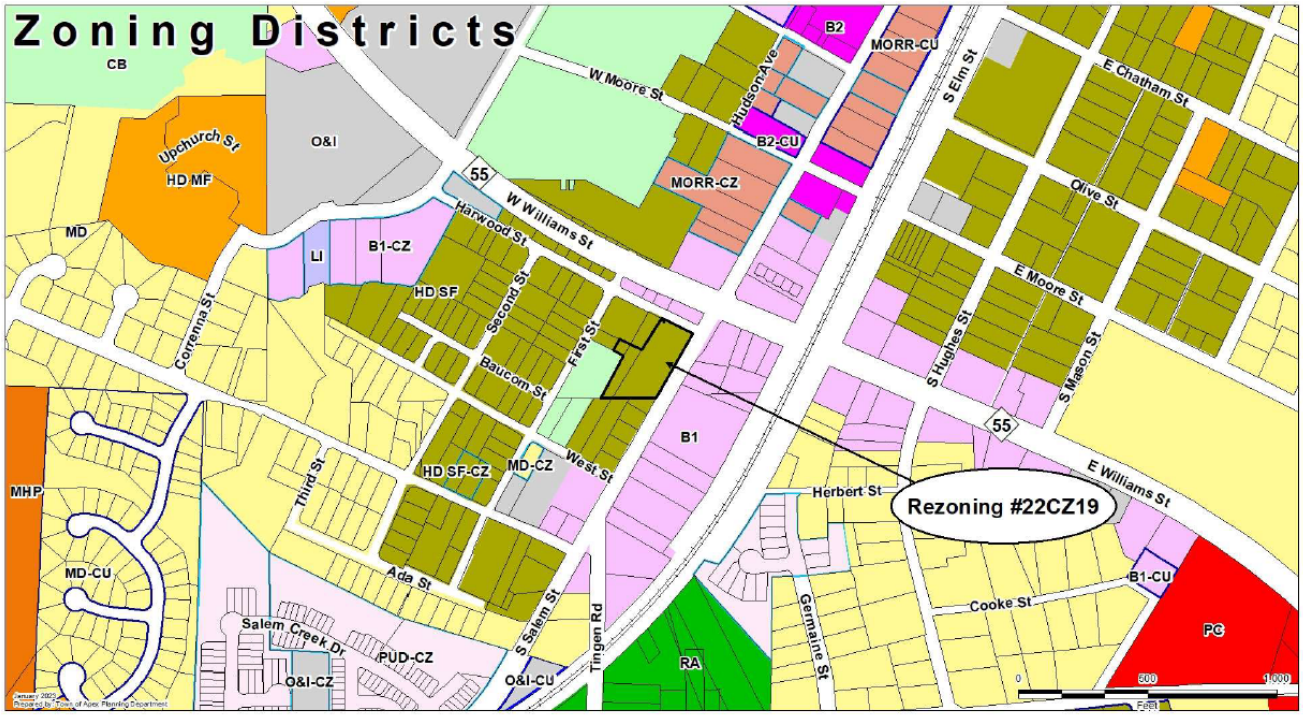


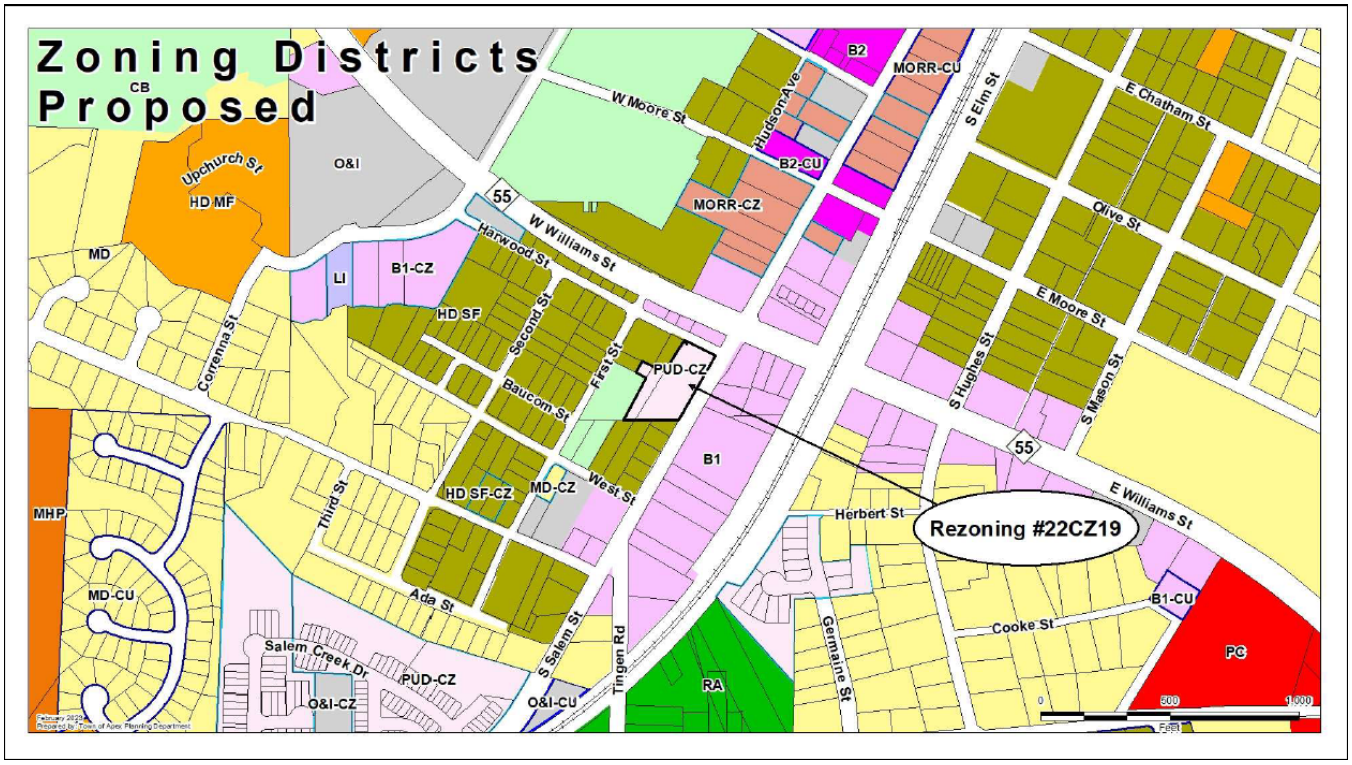
2

1

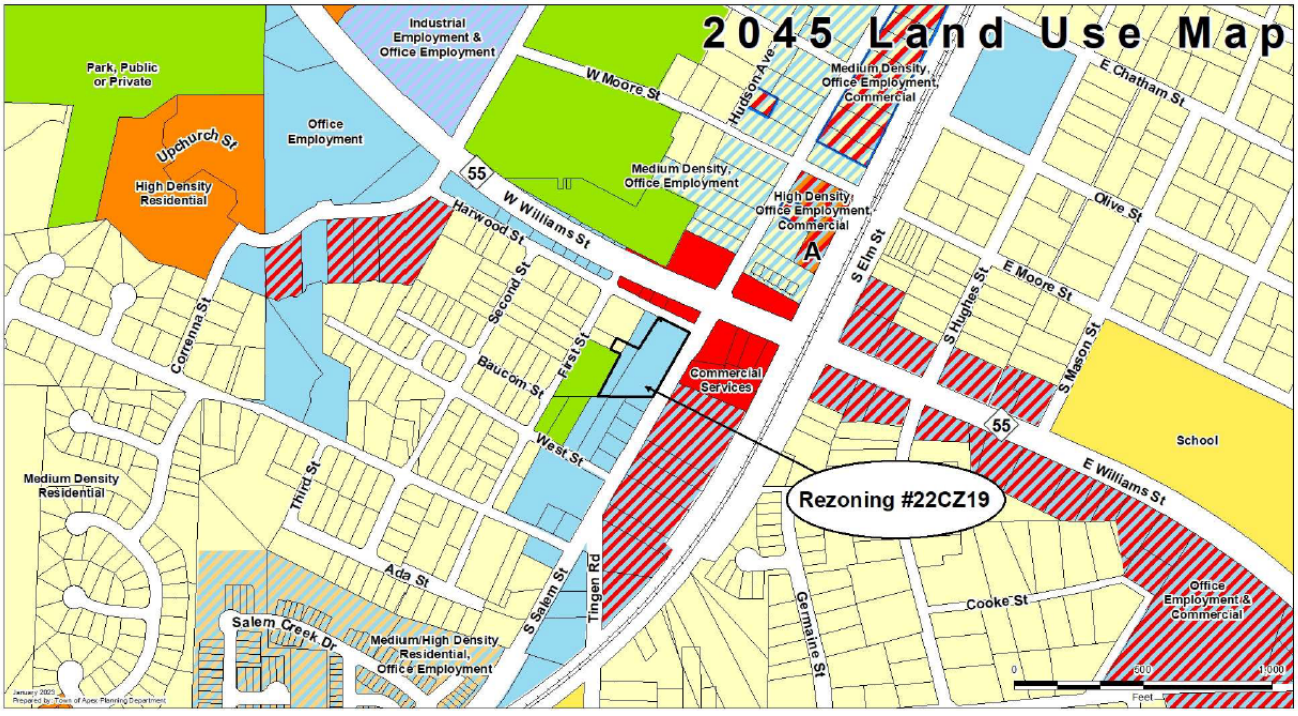

Rezoning #22CZ19
Tap Station
W Williams St
Harwood St
S Salem St
S Elm St
55
E Williams St
Third St
Second St
Baucom St
First St
West St
Apex First Baptist Church
Herbert St
0
200
400
Feet

2

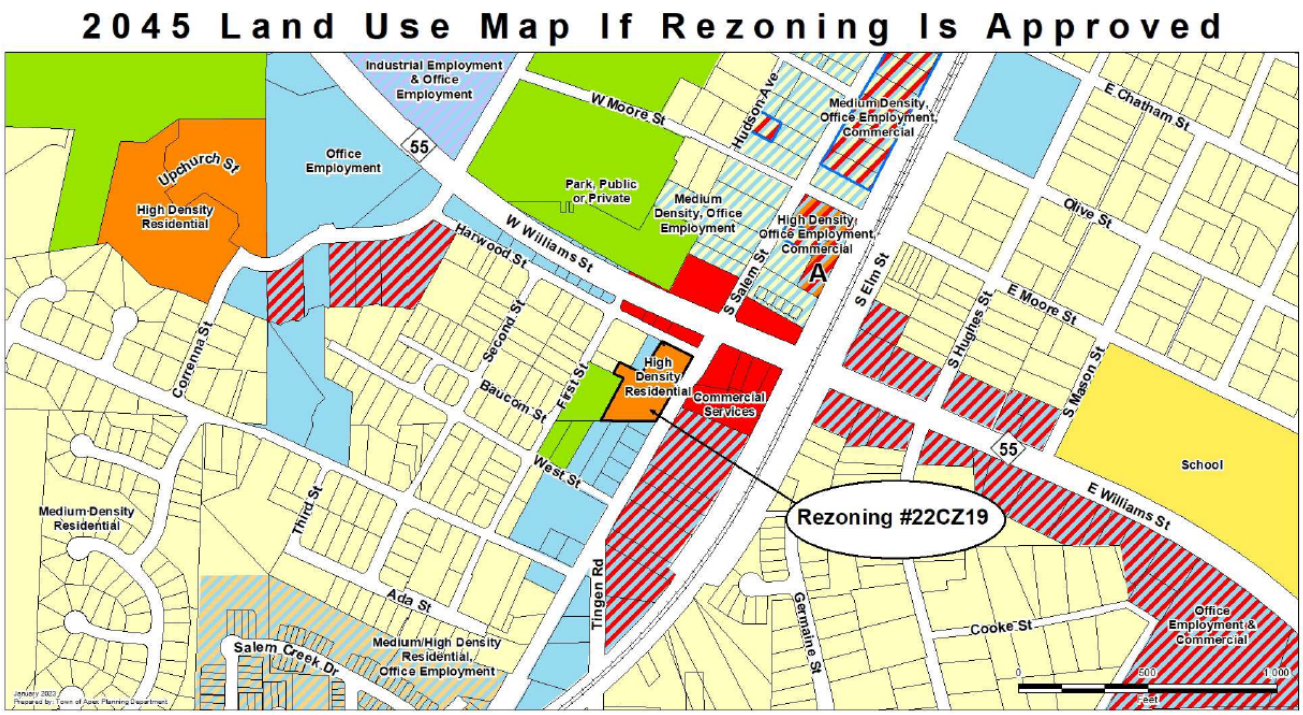

Zoning Districts
CB
O&I
Upchurch St
HD MF
MD
LI
B1-CZ
HD SF
Converse St
Second St
First St
Baucom St
W Moore St
Hudson Ave
B2
MORR-CU
B2-CU
MORR-CZ
S Elm St
E Chatham St
Olive St
E Moore St
S Hughes St
S Mason St
55
W Williams St
Harwood St
B1
HD SF-CZ
MD-CZ
West St
Third St
MHP
MD-CU
Ada St
Salem Creek Dr
PUD-CZ
O&I-CZ
S Salem St
O&I-CU
Tingen Rd
RA
Herbert St
Rezoning #22CZ19
E Williams St
Germaine St
Cooke St
B1-CU
PC
0
500
1,000
Feet


Zoning Districts Proposed
CB
Upchurch St
HD MF
O&I
MD
LI
B1-CZ
HD SF
Harwood St
W Williams St
55
W Moore St
Hudson Ave
B2
MORR-CU
B2-CU
MORR-CZ
S Elm St
E Chatham St
Olive St
E Moore St
S Hughes St
S Mason St
Second St
First St
PUD-CZ
Baucom St
Correnna St
B1
HD SF-CZ
MD-CZ
West St
Third St
MHP
MD-CU
Ada St
Salem Creek Dr
PUD-CZ
O&I-CZ
O&I-CU
S Salem St
Tingen Rd
RA
Germaine St
Herbert St
Rezoning #22CZ19
E Williams St
Cooke St
B1-CU
PC
0
500
1,000
Feet

1


2045 Land Use Map
Park, Public or Private
Industrial Employment & Office Employment
Office Employment
Upchurch St
High Density Residential
W Moore St
Hudson Ave
Medium Density, Office Employment, Commercial
E Chatham St
Medium Density, Office Employment
High Density, Office Employment, Commercial
55
W Williams St
Harwood St
A
S Elm St
Olive St
E Moore St
S Hughes St
S Mason St
Second St
First St
Baucom St
Commercial Services
Correnna St
West St
Third St
Medium Density Residential
Rezoning #22CZ19
School
E Williams St
Ada St
S Salem St
Tingen Rd
Germaine St
Cooke St
Office Employment & Commercial
Salem Creek Dr
Medium/High Density Residential, Office Employment
0
500
1,000
Feet

2


2045 Land Use Map If Rezoning Is Approved
Industrial Employment & Office Employment
Office Employment
Upchurch St
High Density Residential
W Moore St
Hudson Ave
Medium Density, Office Employment, Commercial
E Chatham St
Park, Public or Private
Medium Density, Office Employment
High Density, Office Employment, Commercial
Olive St
Harwood St
W Williams St
S Salem St
A
S Elm St
E Moore St
S Hughes St
S Mason St
Second St
First St
Baucom St
High Density Residential
Commercial Services
Correnna St
West St
School
E Williams St
Rezoning #22CZ19
Medium Density Residential
Third St
Ada St
Tingen Rd
Germaine St
Cooke St
Office Employment & Commercial
Salem Creek Dr
Medium/High Density Residential, Office Employment
55
0
500
1,000
Feet

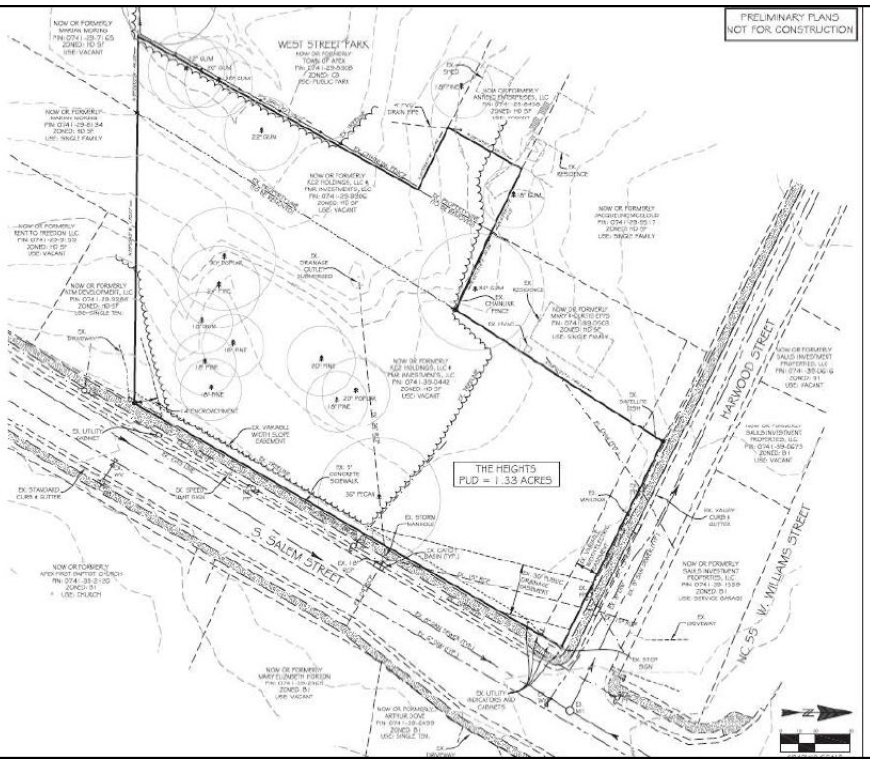
1


Downtown Plan
Active Reuse
Active Reuse
Boutique Hotel
Multi-modal Transit Center
Unit Count + Commercial Additions
South of 55 in Justice Heights: 15 new units
North of 55 on South Salem: 60 new units
Neighborhood Commercial: 65,000 sf (south of 55) + 8,000 sf (north of 55)
+ Boutique Hotel (20K floorplate) & Multi-modal Transit Center @ 55 & Salem

2

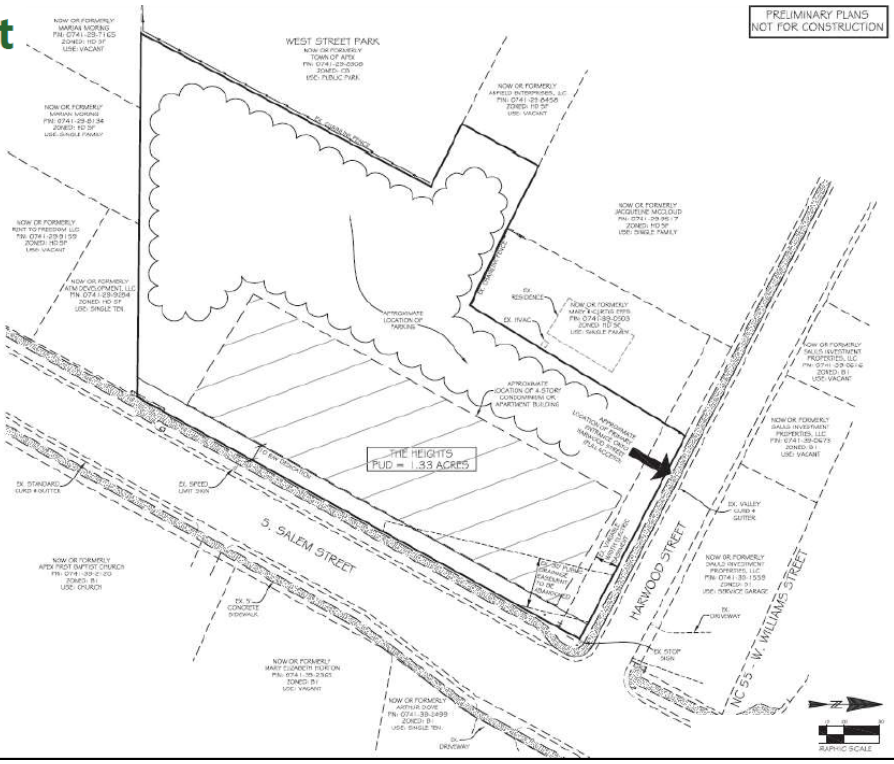
1

Existing Conditions

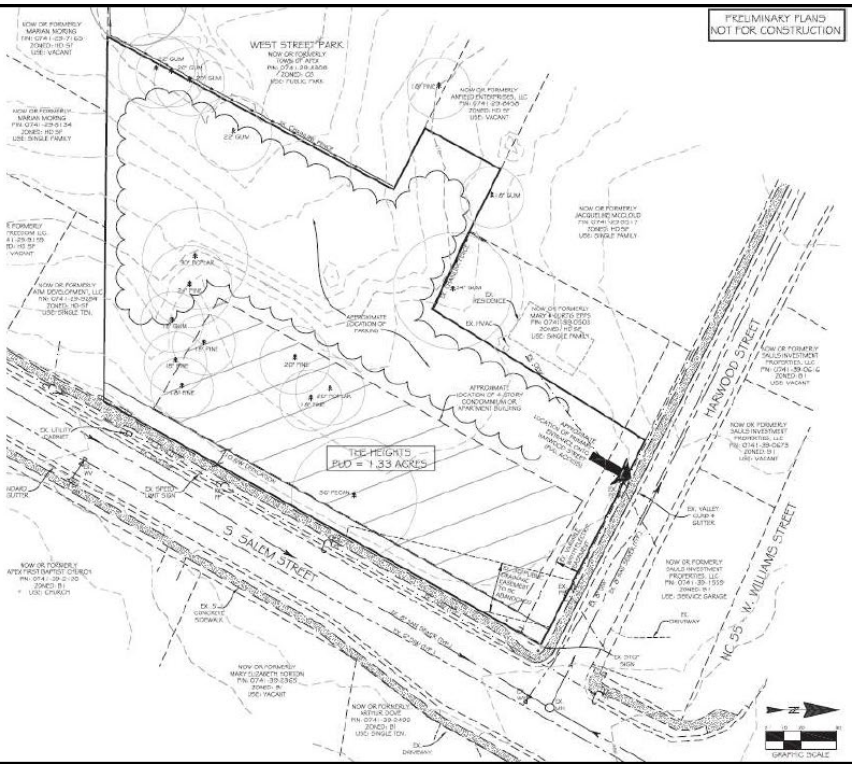


2

Site Layout



Utility Plan



1

Elevations



2

Elevations



Conceptual Design - East Elevation

Elevations



Conceptual Design - West Elevation

Elevations

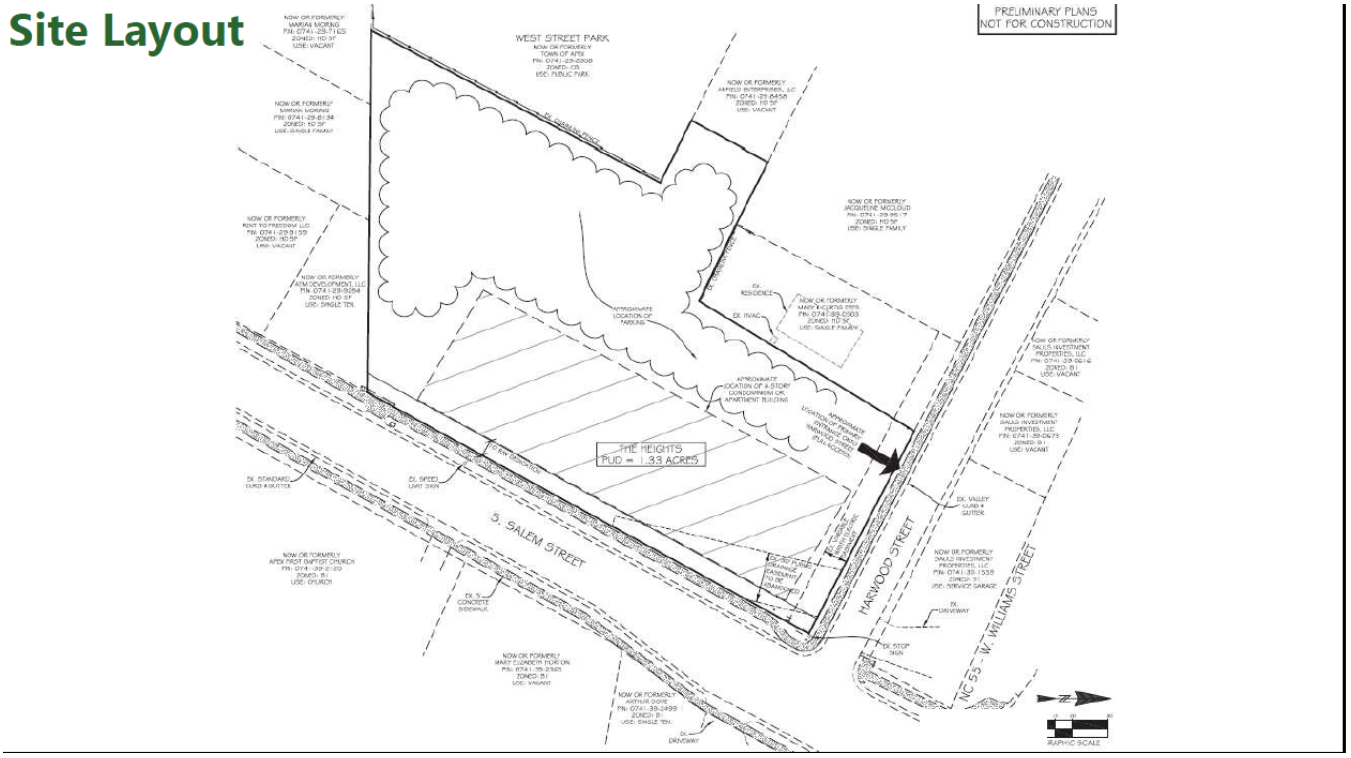


Conceptual Design - North Elevation



Conceptual Design - South Elevation

Site Layout



Ms. Mayo concluded the presentation and offered to answer any of Councils questions.

Councilmember Zegerman asked how many of the 49 units would be studios.

Ms. Mayo said she did not have the answer to that. She said her understanding was that most of the units would be 1 or 2 bedrooms, but said the applicant was available to answer.

Councilmember Zegerman asked what the existing zoning conditions would allow the developer to build on this site.

Ms. Mayo said currently it is High-Density Single Family, which typically means townhomes or very small lot single family homes. She said given the size, it would be maybe 4-5 residences that could be built under these conditions, all of which would likely have driveways connecting to Salem Street or a shared driveway to access Harwood Street.

Councilmember Zegerman said that Ms. Mayo mentioned South Salem Street as a bike highway, with dedicated bike lanes in the future. He said he wondered if a zero offset condition meant that the bike lanes on that road couldn't be widened to put bike lanes in.

Ms. Mayo said the Right of Way would be dedicated before that point, which meant there would be an additional ten feet of space available for bike lanes in this area once that is granted.

Councilmember Zegerman said he thought she had said 10 feet from the center of the road.

Ms. Mayo clarified that the developers have to provide 40 feet from the center line of the road, and that Right of Way is dedicated based on which side of the road it's on.

With no further questions for Ms. Mayo, **Mayor Gilbert** called on the applicant to speak

On behalf of the applicant, **Patrick Kiernan** of Jones and Cnossen Engineering spoke regarding the proposal, and offered to answer any questions from Council.

Councilmember Zegerman asked how many of the units were studios.

Mr. Kiernan said at this point they did not know what the details of the interiors would look like, but that there would be a mix of 1- and 2-bedroom units throughout the development.

Councilmember Zegerman said he was asking because of the small size of the lot and the difficulty he sees in the amount of space available if there's lots of studios. He said he was curious about the parking management on site and the traffic situation. He said he wanted Russell Dalton, Traffic Engineering Manager, to speak to this as well. He was concerned about the future widening of NC 55 and how that may impact the traffic in this area.

Mr. Kiernan said he talked about this a little bit at the Planning Board meeting. He said part of the reason they felt residential was a better use of this building than commercial or retail was because there is no access from South Salem Street. He said this is easier to accommodate if it's a residential area. He said they believe the development does not overburden any area or intersection, as there are many options for the route's residents can take.

Councilmember Zegerman said he was concerned that routing a lot of traffic through a residential neighborhood once Harwood Street is cut off from South Salem Street would cause potential dangers with kids playing in the parks in that area. He said he was concerned about not having traffic mitigation options for this site.

Mr. Kiernan said he would let Mr. Dalton speak to this later as well, but said early on they discussed having access to South Salem Street would have required it to be a right in/right out, but with the proximity to NC 55 (especially after the widening), they were concerned having that access point would cause backups to the traffic in the area. He said Harwood Street was a more convenient and safer option, and that he thinks Councilmember Zegerman's point was valid about more traffic going into the neighborhood. He said he believed the Harwood route was better overall than connecting it to South Salem.

Councilmember Zegerman asked if Mr. Kiernan's client currently owns the property.

Mr. Kiernan said that he did.

Councilmember Zegerman asked what would happen to the property if this project does not get approved.

Mr. Kiernan said he wouldn't be able to answer that for certain at the moment. He said he isn't sure which options would be considered, but that with the current zoning conditions, 4-5 single family residences may be an option as Ms. Mayo mentioned earlier. He added some information regarding parking, saying that as the project developed, more space was added on in order to help with the parking ratio. He said this is being proposed as an Urban style downtown apartment, and that he understands the Town's goal is to move more towards public transit. He said the Town encouraged the 1.3 parking ratio. He said with the additional area and parking spaces, they are now able to provide a stormwater pond on-site, which he said would benefit the area and potentially alleviate stormwater challenges.

Councilmember Zegerman said it looked like they were offering 5% of the parking spaces to be covered by electric chargers, which comes out to 2 spots total.

Ms. Mayo came back up and said the Town does not have a parking classification for studio apartments, so the number would 1.3 for that too. With this number multiplied by the 49 units, it gives 64 spaces. With the 5% proposal for charging spaces, that yields 3 spots that would be covered by electric chargers.

Councilmember Zegerman asked what the timeline for this project was.

Mr. Kiernan he was unsure, but that if the vote passes tonight they will start on next steps quickly. He said once the plans were confirmed, the process could take between 7 months and upwards of a year.

Councilmember Zegerman said the current proposal was for 2 units out of 49 to be affordable housing at either 80 or 100 percent of Area Median Income (AMI). He said this development is close to an area of Apex that is historically less wealthy than other parts of the Town, and wondered how they decided to offer 2 affordable housing units.

Mr. Kiernan said he met with Michael Linsenmeyer of the Apex Housing Program, and the Town recommended these numbers. He said the goal for these projects is 5% of units being affordable, and that they have to chip away at the problem where they can.

Councilmember Zegerman said he would like a development like this in the Downtown Apex area to make more of a dent in the Affordable Housing problem than just 5%. He said he had no further questions.

Councilmember Gantt said based on the downtown plan and future considerations, ground floor retail desirability may go up more so than it is at right now. He asked what considerations the developers had made as far as making the building design conducive to future ground floor retail.

Mr. Kiernan said it would be good to have that option down the road if the market catches up in the future as expected. He said this offers higher ceilings, a fire sprinkler system, and that it is probable that there would be access to storage rooms. He said the bones of the building would allow for the ground floor to be used for retail purposes if that would be considered in the future.

Councilmember Gantt said he just wanted to confirm that some efforts were being taken to allow the ground floor to be designed with this flexibility in mind.

Mr. Kiernan said that they would be making those efforts.

Councilmember Gray said it didn't look as though there was much participation at the community meetings.

Mr. Kiernan said for the first meeting it was held via Zoom and nobody attended. He said they were disappointed, as he wanted to see what the community feedback would be and that it was an important part of the process. He said the second meeting was held in-person, and that invitations were sent out. He said they drove to residents whose addresses weren't able to be delivered to, and that they reached out to one of the Planning Board members in the neighborhood to encourage him to spread the information about the meeting. He said around 8-10 people showed up to that meeting and that it was a good discussion.

Traffic Engineering Manager **Russell Dalton** said traffic studies were conducted over a year ago for this project, and that there is ample capacity within the street network for the proposal here. He said the impact is below the Traffic Impact Analysis threshold, so there were no further recommendations. He added that if the community wanted other areas to be studied for traffic

calming or if they wanted police out there for certain issues there is a request process that they can go through with staff.

Mayor Gilbert thanked Mr. Dalton, and opened up Public Hearing for Comment.

First to speak was **Shirley Smith**

"Good afternoon to my committee, my name is Shirley Smith, I'm an advocate for the residents of Apex. I didn't invite myself, they called me. They said Ms. Smith, we've got a problem. What the problem is, the residents there in Apex is not trusting with what's going on with this rezoning. And I have a Master's Degree in Public Health from Duke. I also retired from the City of Raleigh and I advocate in the community with anybody's concern, and I'm also a notary at North Carolina Attorney General's Office. I just want to let you know my concerns because I came to the meeting on December 15th also. It wasn't about 5 people there. I don't know about the 10. I never saw 10. I saw 5 people there. It was me, including Ms. Marian Moring, who stays at 424 South Salem Street on that corner. Also, it was another gentleman there, and his wife. It was this gentleman here, and another lady. The problem that I have, to the panel, I want to let you know I would remiss not to tell you how that meeting went. That meeting was not too good. It was to the point that the gentleman that came up here and spoke, quote it, let me tell you what he said: "It ain't like it used to be. We used to could take it like the wild, wild west, and take it by force." So, I turned around and looked and I said "I beg your pardon" and the lady that was with him said "don't pay that no mind what he's saying, cause he's a good guy." I said "oh, that's a Freudian slip, but you can't take that back." I said "but it's like this: it should be diversity, inclusion, and equality." I saw that on the news, ok. We are elderly, I'm 65 years old. And when I hear that kind of mess going on, it does something to me. I understand the developers want to develop, but also don't forget, today is the birthday 150 years, how about we got a resident in the room that's been there 111 years. So, what about her? Are you going to take her by force? Are you going to do it like the wild, wild west like you used to? It's no shoot em up, no bang bang. Everybody should be treated fairly. Just because she's elderly that does not mean you need to force her out. She has a voice too. And also, when you're rezoning stuff you've got to go by what the people want, not too much about the developer. What to do you plan to do with her? Are you planning to put her in a nursing home? Take her house? Throw her out on the corner somewhere? No, we're not having that. Because I'm a taxpayer too. Thank you, I appreciate it."

Next to speak was **Marian Moring** of 424 South Selma Street

"Good evening everybody, I'll try not to take too much of your time. My great Aunt, land has been in the family for over 111 years. But my problem is, they did not do what they said they were going to do. When they made that sidewalk, they put me in a bad situation. That water ran under my house. It was supposed to be temporarily. I had an attorney to help me. The attorney I had, Ramsall. Attorney Robert Ramsall. I know I don't have that much time. But they did not do what they said they were going to do. The Town of Apex said they were going to do one thing and they did not do it. It ran under my house and I talked to the Mayor Gilbert, and he agreed that they were going to try to do something to help me in that situation. He thought that was wrong. Anybody go to 424 South Selma Street, they can tell that a five-year-old can look at that and tell that it was deliberately done because that water ran out there. Now, I keep on having people call me and talking about they want to buy it. I was set up. For that property. And this young man said that we didn't even go over there, and yes, we did say we did not want that there. And you said, before you said, yourself, take it like the wild wild west, by force. And I'm going to address that too, how they take it like the wild, wild west. By force. Which I'm gonna give to an attorney, to see about that. It's not fair, and you should respect every citizen of Apex. We are some of the original citizens from Apex. My great great parent was slaved in Morrisville, and we come from slavery, and then they bought that land there, and also on Ten Ten. It's not fair. I have to represent the people. Not a big corporation, because somebody got to stand. And I let them get away with it, they will continue to get away with it, and it's not fair. They never fixed my house, where they claimed, where they promised me they were going to fix. And something needs to be done about that. Because if they're running over people now, what is the future children going to do? Because they won't be there no more. I was reading that paper. Now Marian Moring or former Marian Moring. Marian Moring is a warrior. And I will get every attorney that I need to make sure that we expose, and the media, to see what dirty tricked y'all playing out here. Thank You.

With no further sign ups, **Mayor Gilbert** closed the public hearing on this item, and asked those in attendance to hold off on applause to help keep the meeting moving. He then moved action back to council for discussion.

Mayor Gilbert said that as a man who grew up in the Justice Heights community, he wants to ensure those that are still there have an opportunity to thrive. He said he was impressed at how Justice Heights is moving forward. He said growing up in the area, he felt like the community was

isolated, but that he has always wanted to see connection and people come together. He said he believes what is being proposed ties in the community with Justice Heights and the rest of the Town. He said he sees an opportunity with this project, but that there are things that still need to be addressed, separate from this project. He said the concerns raised tonight about stormwater at Ms. Moring's residence would be talked through with Town Staff. He said he appreciates what the applicant has presented as far as recognition and support for Justice Heights in their conditions.

Councilmember Gray said based on the comments from public hearing, it seemed as though there were structures on this parcel, but he didn't believe there were and wanted to get confirmation.

Ms. Mayo came up and said that there were no structures on this parcel, and that the aerial picture was taken within the last few months.

Councilmember Gray said he just wanted to ensure there weren't any tucked under the trees that weren't visible. He said he asked about the neighborhood meetings because it gives him a good idea of how engaged the community is going to be, and how engaged the Council needs to be as far as filling that void if they are not able to be there. He said nobody showing up to the Zoom meeting was not surprising, but that he appreciates that they went back out and had an in-person meeting. He said he has concerns about displacement of families in the Justice Heights area, many of whom are older. He wants to avoid doing that with this project. He said there are advantages to this, particularly tying this area to South Salem and giving Justice Heights more access to the economic prosperity that's happening further downtown. He said it's good there are transportation plan concessions. He says the more developers shoulder those kinds of costs, the more resources Apex can put into improvements elsewhere. He said the amount of affordable housing units isn't as many as he would like, but that it is better than getting none. He claims the part that is really exciting to him about this is that it provides a gateway to a part of Apex that many people are afraid to walk through. He said many folks dont go to Justice Heights, and that is a detriment to them. He said this will open up Justice Heights into a reflection of the vibrant community that it is, and provide access and opportunity to those in downtown. He said he would be keeping a close eye on this project moving forward should it come to fruition.

Mayor Pro Tempore Killingsworth said this project brings in stormwater management, which may help some of the issues that residents are seeing. She is encouraged to see affordable housing be built here, and the possibility for pedestrian connection through the park. She also likes highlighting the historical connection of the place and memorializing it.

Councilmember Zegerman said he really struggles with this one. He likes the idea of having higher density housing in this area. He likes the idea of smaller units and offer more affordability. He said he does not appreciate the departure from the downtown plan that many residents have given input on. He said it was clear the land was purchased speculatively with this change in mind, and that that gives him some pause. He said he understands the points made about connectivity and stormwater management, but he is worried about traffic. Even though the roads may have capacity, he said the community is not used to that kind of traffic through the neighborhood. He said he would want this area to be developed when there is a greater understanding of the future of NC 55 and the Town's transportation hubs. He said if the project was denied, however, it would be an overall worse outcome for the Town if the developer just built a few townhomes on this parcel. He said he is torn.

Councilmember Gantt said it would be a disaster for Apex if this was to be developed with the existing zoning and that it would be very disappointing that this important of a corner wouldn't be developed more densely. He said he is a big believer of the downtown plan as well. He said as far as transit, envisioning this area as with the future potential transportation changes means that denser multi family housing would be perfect for it.

A **motion** was made **Councilmember Brett Gantt,** seconded by Mayor Pro Tempore **Audra Killingsworth**, to approve Rezoning No. 22CZ19

Councilmember Mahaffey said Council has made great points, but that one thing they haven't touched on is school capacity issues. He said this development highlights that there is still a lack of middle school capacity in this area. He said most 1-bedroom units do not have children in them, which is good to help with school capacity issues. He says Lufkin Middle has lots of capacity, which is fairly close by, but he would prefer a school to be closer. He said it is an issue that he will be looking at closer at this issue in the future and find out the plan for middle school capacity in Apex.

Councilmember Gray said he wanted to push back on Councilmember Mahaffey calling the situation of them having to go to Lufkin Middle not great, as he has a kid that goes there. He noted he was just messing with Councilmember Mahaffey, and knows what he meant.

Councilmember Mahaffey said he wanted to clarify just in case, and said it was not great to have to travel to Lufkin Middle, not that Lufkin Middle was not a great school. He said the school is wonderful and has wonderful teachers. He wants a school in Western Apex in addition to Lufkin to help with middle school capacity issues.

VOTE: UNANIMOUS (5-0)

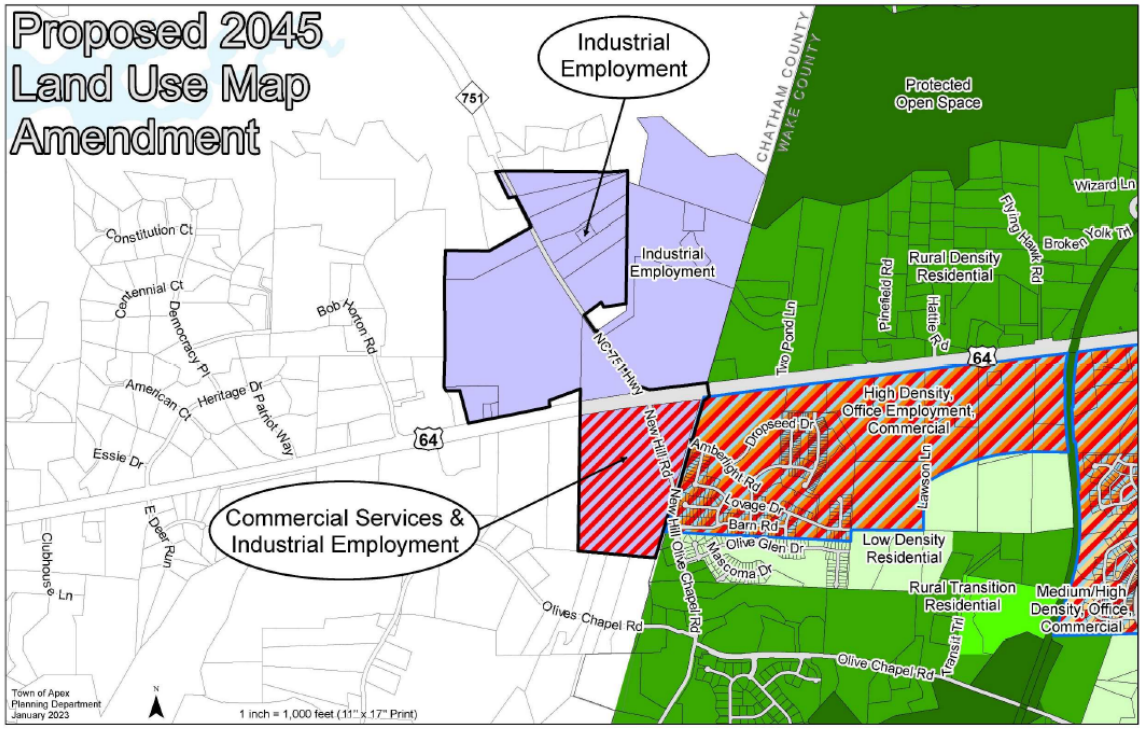
Mayor Gilbert called for a ten-minute recess

Public Hearings 4, 5, and 6 were heard simultaneously

PH4 2045 Land Use Map Amendment - Apex Gateway Phase 2

Shannon Cox, Long Range Planning Manager, gave a presentation regarding 2045 Land Use Map Amendment – Apex Gateway Phase 2.





Councilmember Gantt said he had seen the comments people have sent in regarding the perceived incompatibility with the Chatham County Plan. He asked if Ms. Cox could describe the discussions the Town had with officials and staff from Chatham County regarding this issue.

Ms. Cox deferred this answer to Amanda Bunce, Current Planning Manager.

Ms. Bunce said representatives of Chatham County agreed that this use was consistent with their plan. She said the applicant has incorporated more retail uses into the proposal since speaking with adjoining property owners.

Councilmember Gantt asked if Chatham County officials signed off on the final version of this proposal.

Ms. Bunce said that they do not, but that Apex takes any feedback that they have regarding the project, and they haven't heard anything since the last discussion at the Planning Committee Meeting where they came to the consensus that the plan was congruent with Chatham County's Land Use goals.

Councilmember Gantt asked if the Chatham County Commissioners have been involved in this process.

Ms. Bunce said they have not heard from any of the County Commissioners, but that the Chatham County Economic Development Director submitted a comment to Public Hearing for the Planning Board Meeting on this topic in favor of the rezoning.

Councilmember Mahaffey said that one comment he received said Chatham County turned down this plan, and asked if that was true.

Ms. Bunce said she was not aware of any rezoning in the past for these properties in Chatham County. She said most developments will require water and sewer service that needs to come from Apex since Chatham County cannot provide it. She said there has been no vote in Chatham County regarding this rezoning, as this is under the Town of Apex's jurisdiction.

Councilmember Zegerman asked Ms. Bunce to remind him what Industrial Employment means in the context of Apex's boundaries

Ms. Bunce said that the Industrial Employment zone means industrial uses would be supported in this area. She said the particular zoning is part of the rezoning process, which is on the

agenda for this area later tonight. She said they look at the proposed uses and how they are compatible with the general area.

With no further questions from staff, **Ms. Bunce** moved on to the presentations for Public Hearings 5 and 6.

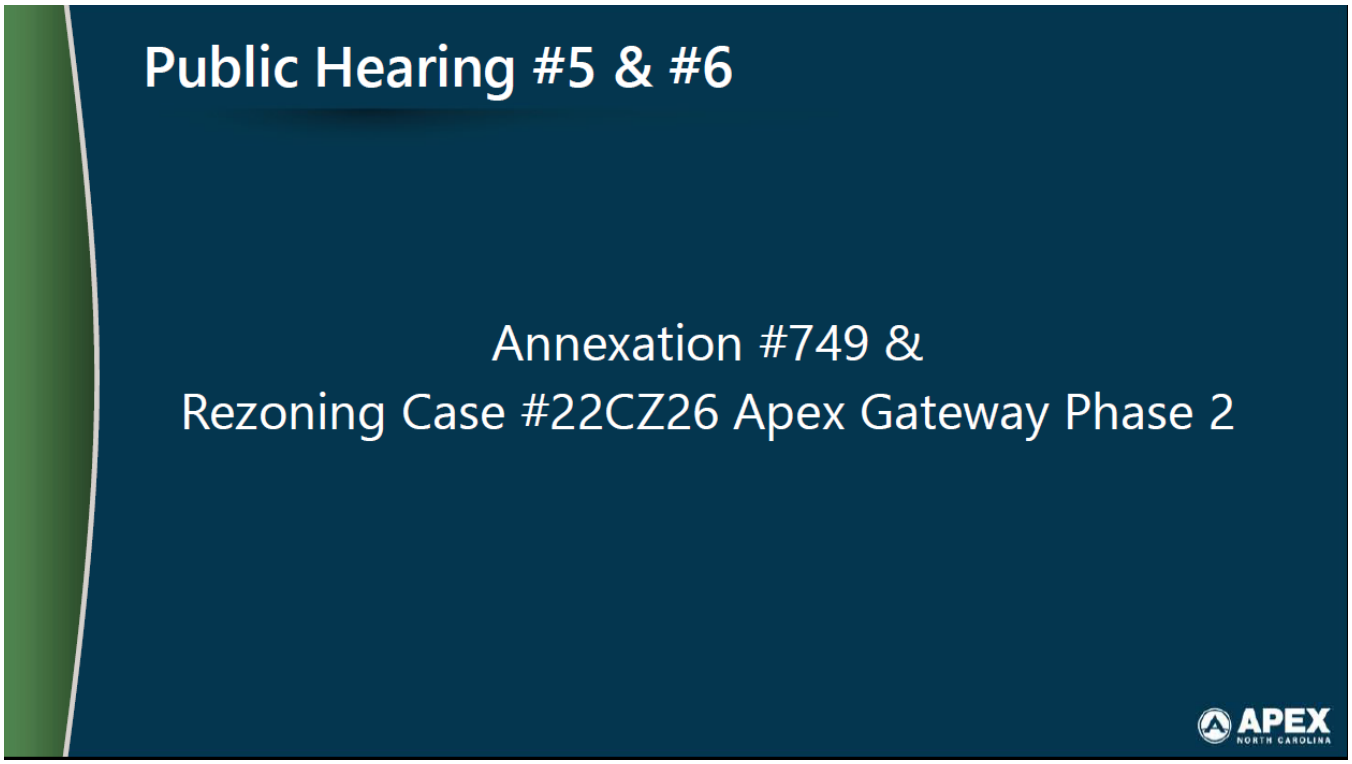
AND

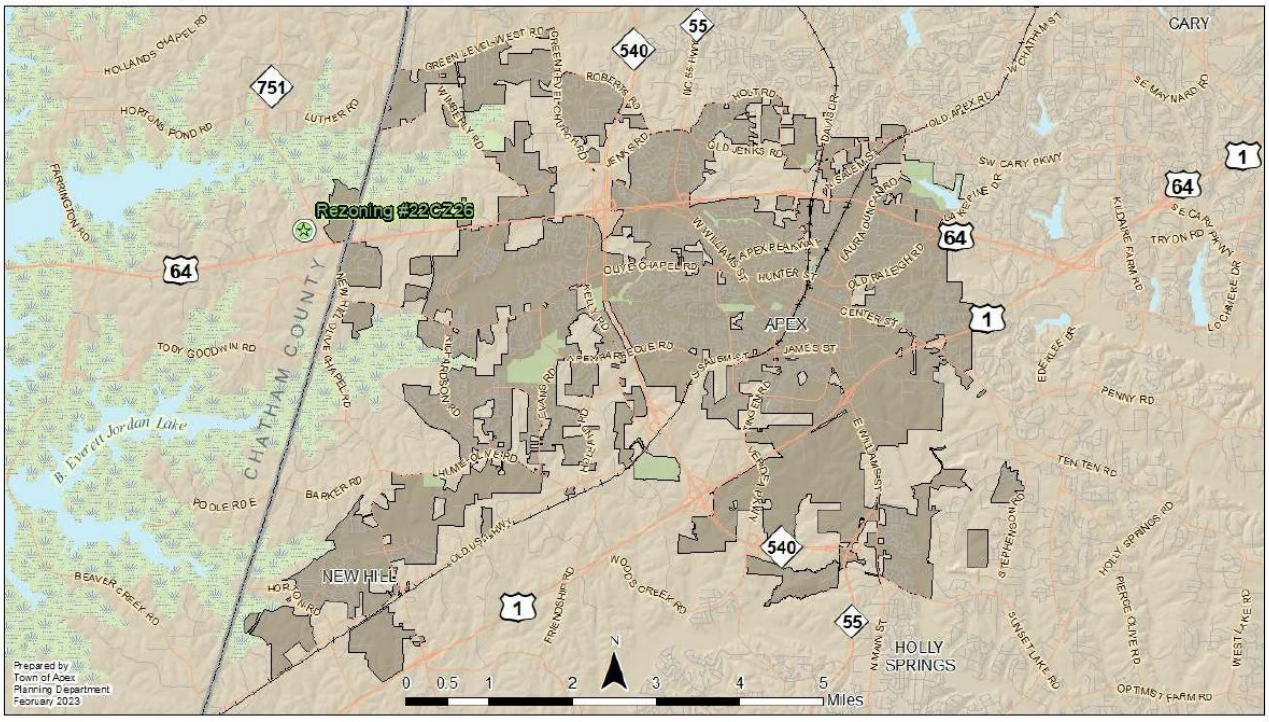
PH5 Annexation No. 749 - Apex Gateway Phase 2 - 244.87 acres

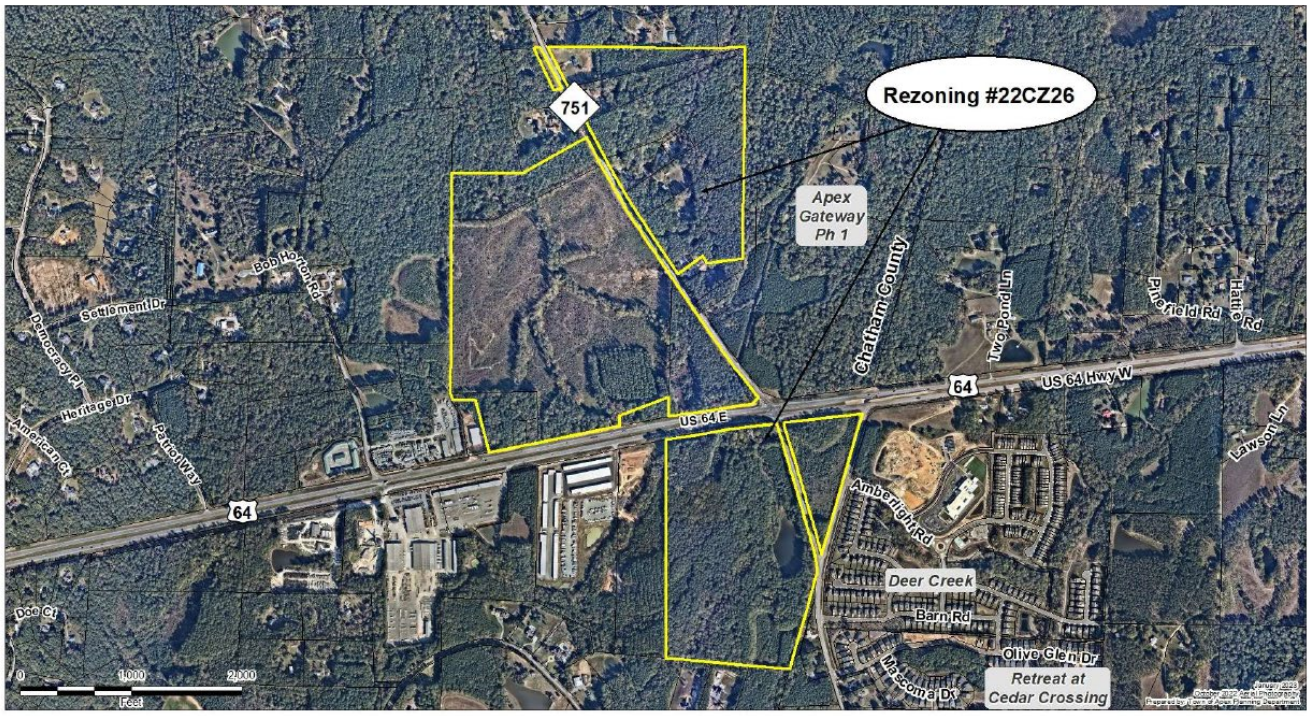
AND

PH6 Rezoning Case No. 22CZ26 – Apex Gateway Phase 2

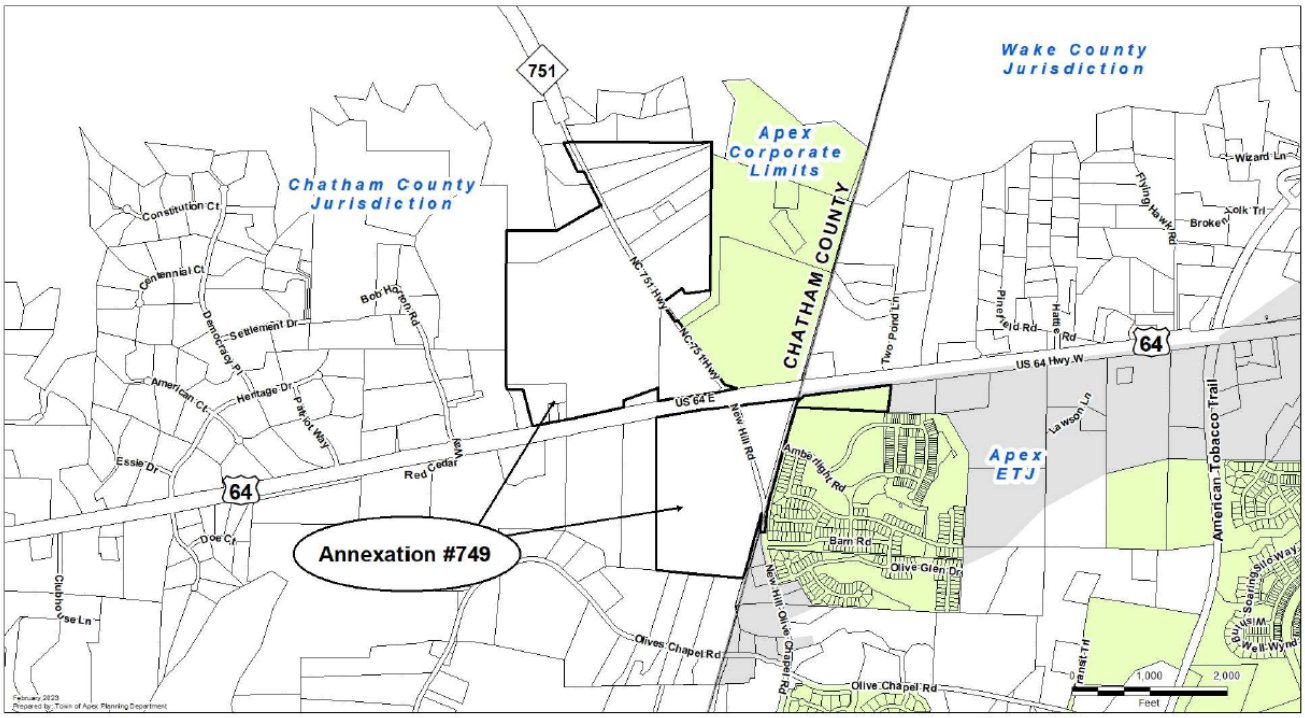
Ms. Bunce gave the following presentation regarding Annexation No. 749 & Rezoning No. 22CZ26 – Apex Gateway Phase 2



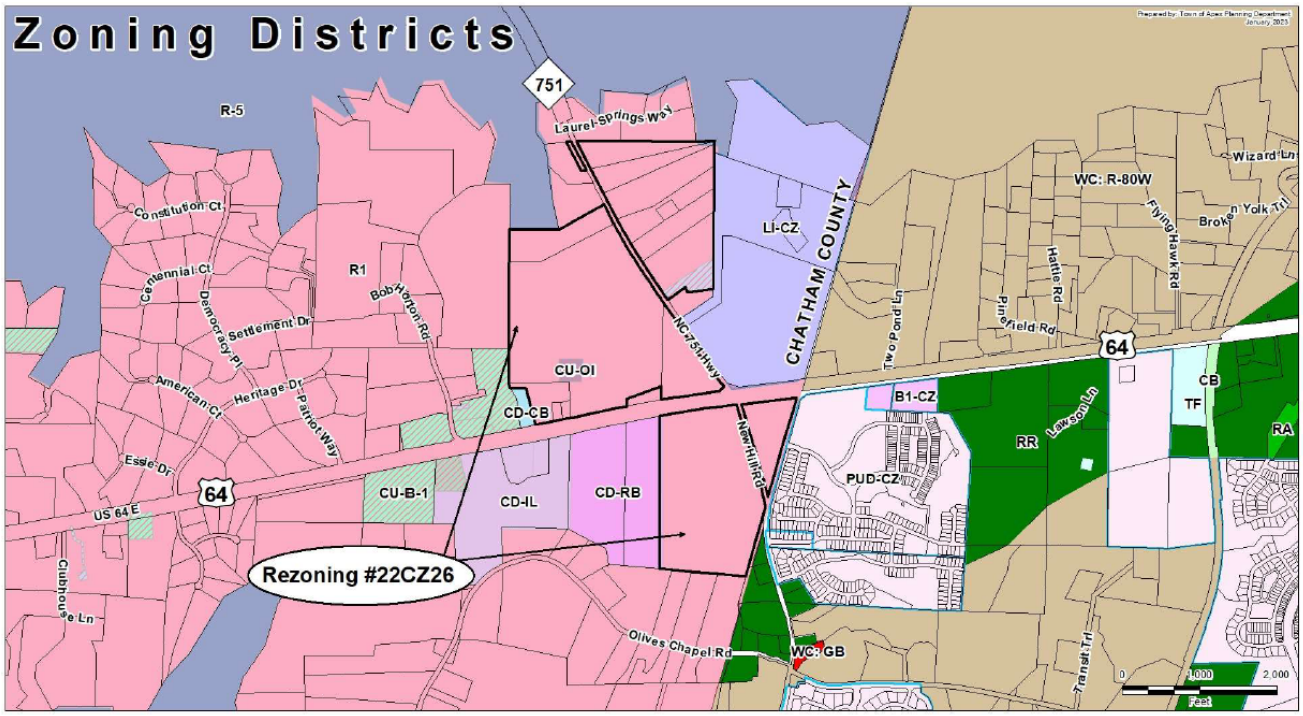



Rezoning #22CZ26
751
Apex Gateway Ph 1
Chatham County
US 64 E
US 64 Hwy W
64
Bob Horton Rd
Settlement Dr
Heritage Dr
Patriot Way
American Ct
Doe Ct
Two Pond Ln
Pinefield Rd
Hale Rd
Lawson Ln
Amberlight Rd
Deer Creek
Barn Rd
Olive Glen Dr
Masonne Dr
Retreat at Cedar Crossing
0
1,000
2,000
Feet

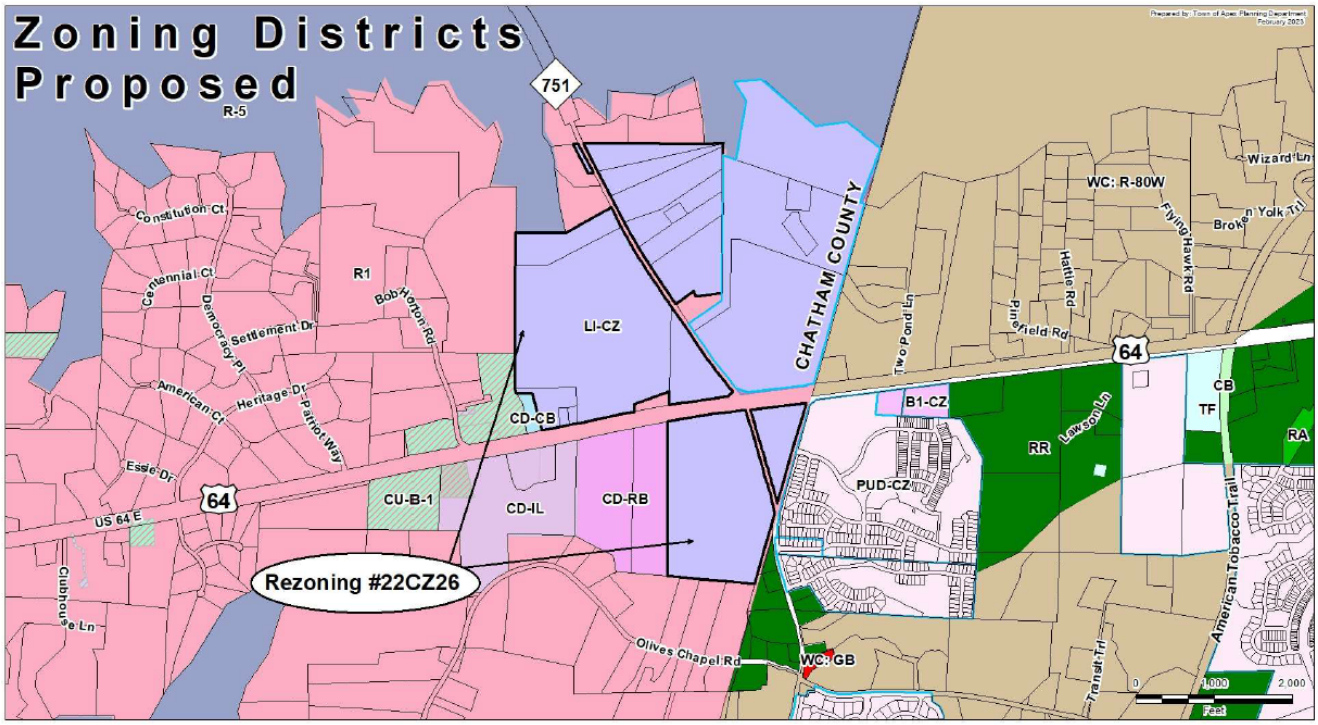
1


751
Wake County Jurisdiction
Apex Corporate Limits
Chatham County Jurisdiction
CHATHAM COUNTY
Annexation #749
Apex ETJ
US 64 Hwy W
US 64 E
64
NC 751 Hwy
Bob Horton Rd
Settlement Dr
Democracy Pl
Centennial Ct
Constitution Ct
American Ct
Heritage Dr
Patriot Way
Essie Dr
Red Cedar Way
Doe Ct
Clubhouse Ln
Two Pond Ln
New Hill Rd
Olives Chapel Rd
Amberlight Rd
Barn Rd
Olive Glen Dr
Lawson Ln
Wizard Ln
Flying Hawk Rd
Colk Trl
Broke Ct
Pinefield Rd
Hale Rd
American Tobacco Trail
Transit Trl
Wall Wynd
1,000
2,000
Feet

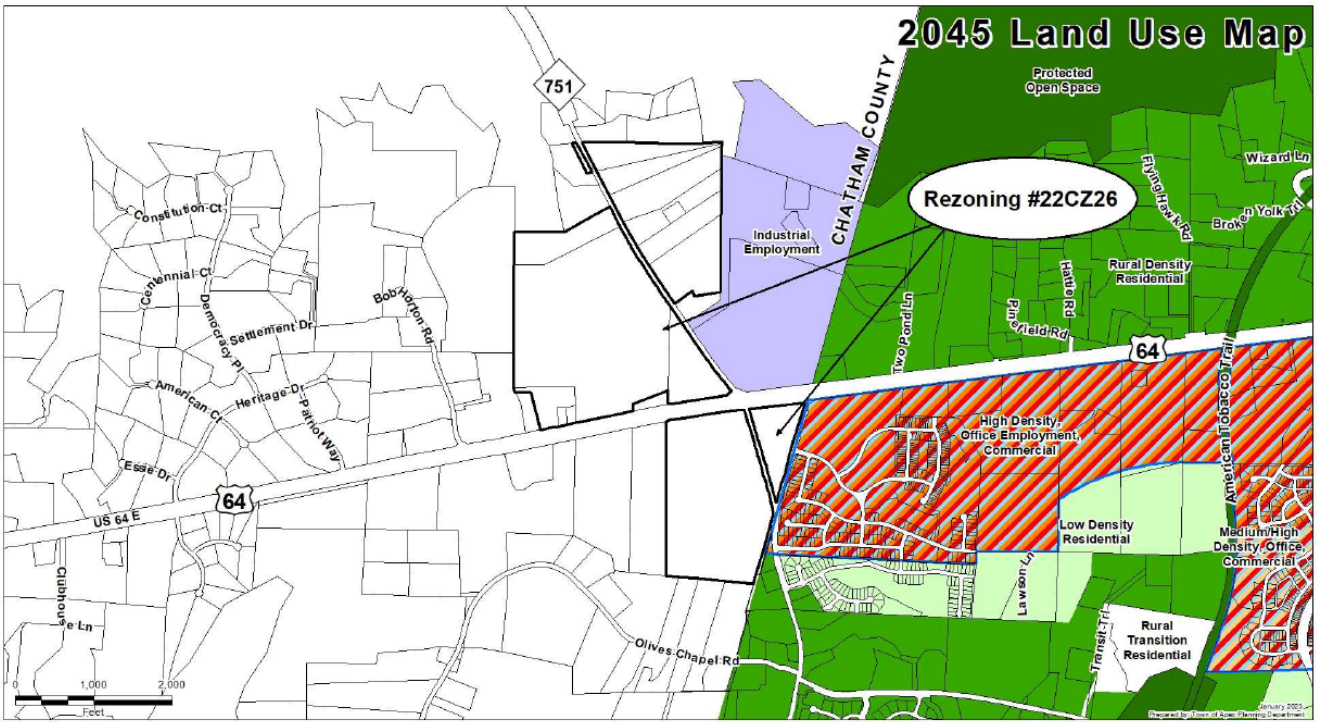
2


Zoning Districts
751
R-5
R1
Laurel Springs Way
Constitution Ct
Centennial Ct
Democracy Pl
Settlement Dr
Bob Horton Rd
American Ct
Heritage Dr
Patriot Way
Essie Dr
64
US 64 E
Clubhouse Ln
CU-OI
CD-CB
CU-B-1
CD-IL
CD-RB
LI-CZ
CHATHAM COUNTY
NC 751 Hwy
New Hill Rd
Two Pond Ln
Hattie Rd
Pinefield Rd
WC: R-80W
Wizard Ln
Flying Hawk Rd
Broken Yolk Trl
B1-CZ
PUD-CZ
RR
Lawson Ln
CB
TF
RA
Rezoning #22CZ26
Olives Chapel Rd
WC: GB
Transit Trl
0
1,000
2,000
Feet

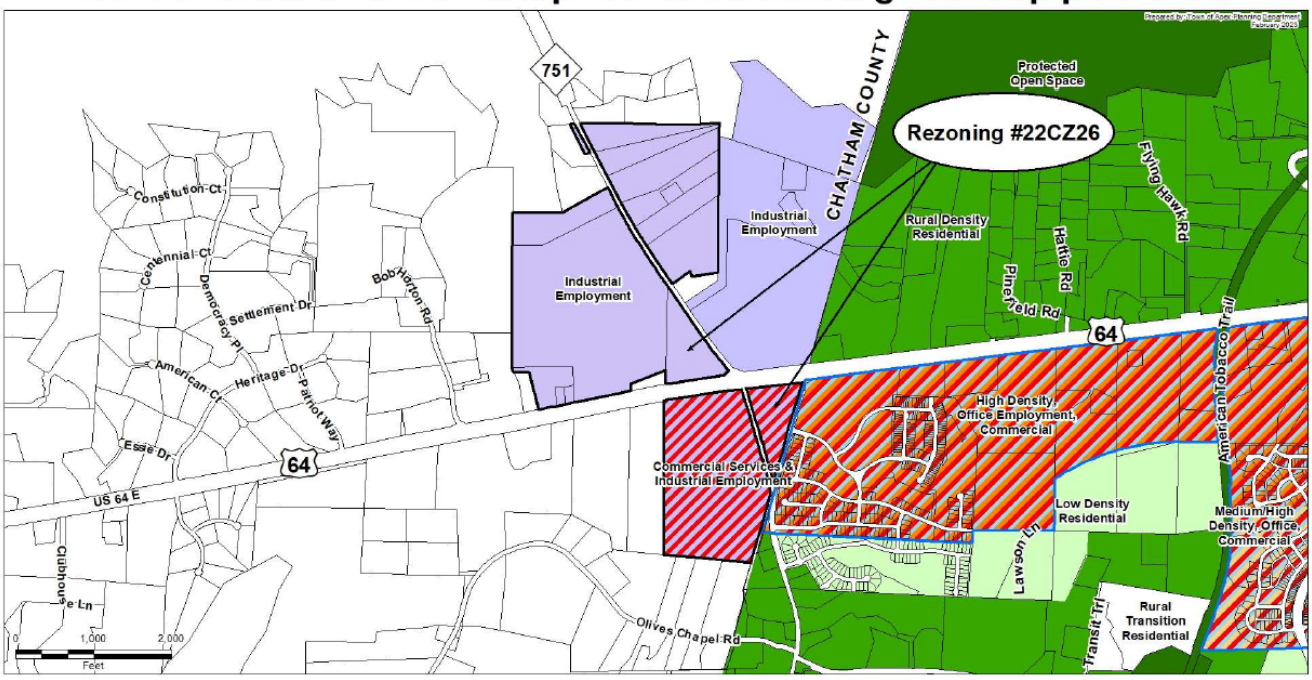
1


Zoning Districts
Proposed
751
R-5
R1
Constitution Ct
Centennial Ct
Democracy Pl
Settlement Dr
Bob Horton Rd
American Ct
Heritage Dr
Patriot Way
Essie Dr
64
US 64 E
Clubhouse Ln
LI-CZ
CD-CB
CU-B-1
CD-IL
CD-RB
CHATHAM COUNTY
Two Pond Ln
Hattie Rd
Pinefield Rd
WC: R-80W
Wizard Ln
Flying Hawk Rd
Broken Yolk Trl
B1-CZ
PUD-CZ
RR
Lawson Ln
CB
TF
RA
American Tobacco Trail
Rezoning #22CZ26
Olives Chapel Rd
WC: GB
Transit Trl
0
1,000
2,000
Feet

2

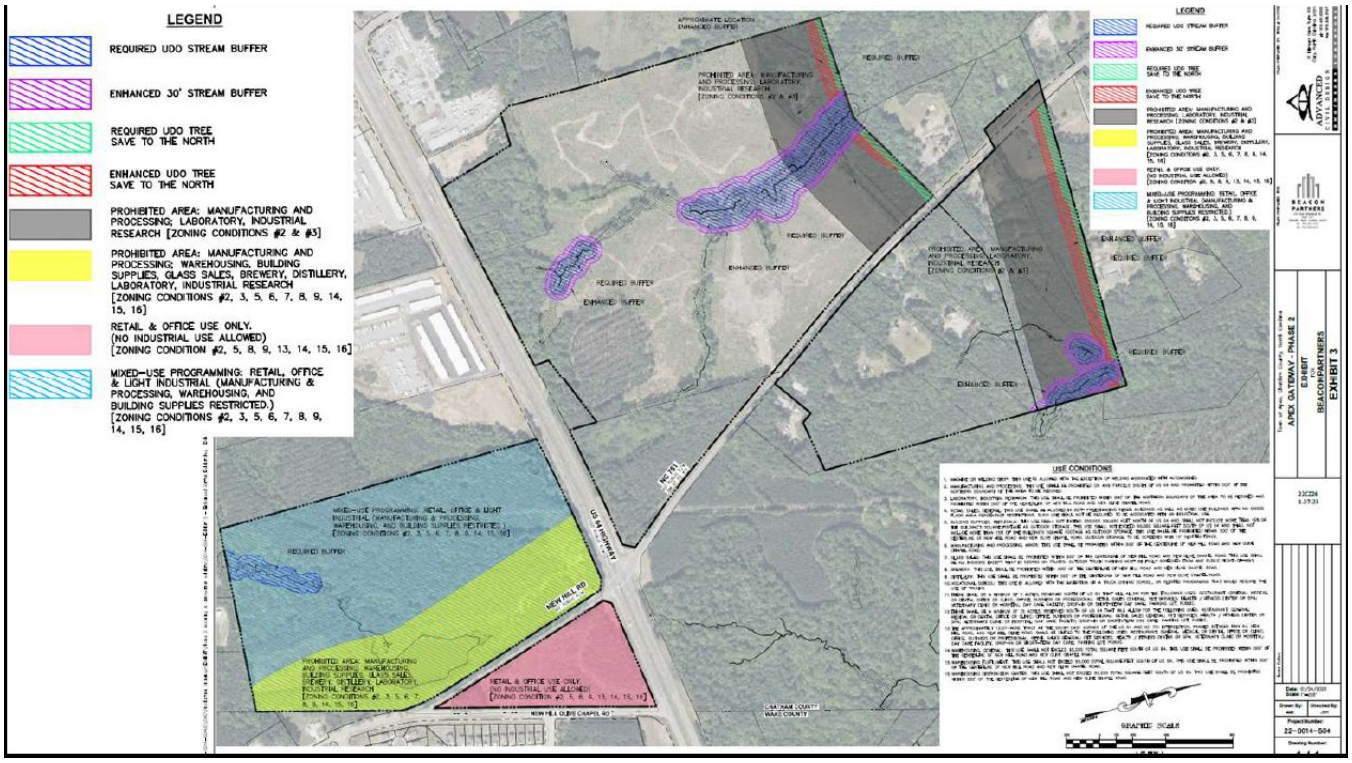

2045 Land Use Map
Protected Open Space
Rezoning #22CZ26
Industrial Employment
CHATHAM COUNTY
Rural Density Residential
High Density, Office Employment, Commercial
Low Density Residential
Medium/High Density, Office, Commercial
Rural Transition Residential
751
64
US 64 E
Constitution Ct
Centennial Ct
Democracy Pl
Settlement Dr
Bob Horton Rd
American Ct
Heritage Dr
Patriot Way
Essie Dr
Clubhouse Ln
Olives Chapel Rd
Two Pond Ln
Pinefield Rd
Hattie Rd
Flying Hawk Rd
Broken Yolk Trl
Wizard Ln
American Tobacco Trail
Lawson Ln
Transit Trl
0
1,000
2,000
Feet

1

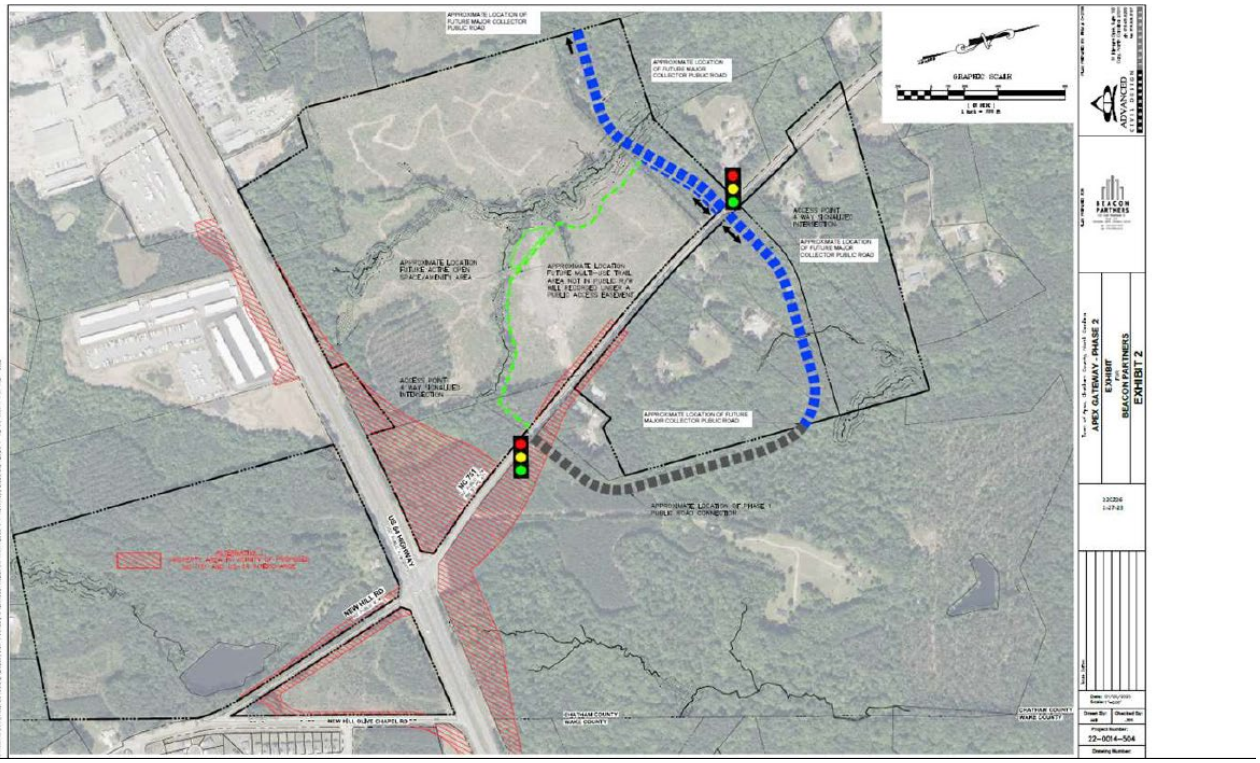

2045 Land Use Map If Rezoning Is Approved
Protected Open Space
Rezoning #22CZ26
Industrial Employment
CHATHAM COUNTY
Rural Density Residential
Industrial Employment
Commercial Services & Industrial Employment
High Density, Office Employment, Commercial
Low Density Residential
Medium/High Density, Office, Commercial
Rural Transition Residential
751
64
US 64 E
Constitution Ct
Centennial Ct
Democracy Pl
Settlement Dr
Bob Horton Rd
American Ct
Heritage Dr
Patriot Way
Essie Dr
Clubhouse Ln
Olives Chapel Rd
Pinefield Rd
Hattie Rd
Flying Hawk Rd
American Tobacco Trail
Lawson Ln
Transit Trl
0
1,000
2,000
Feet

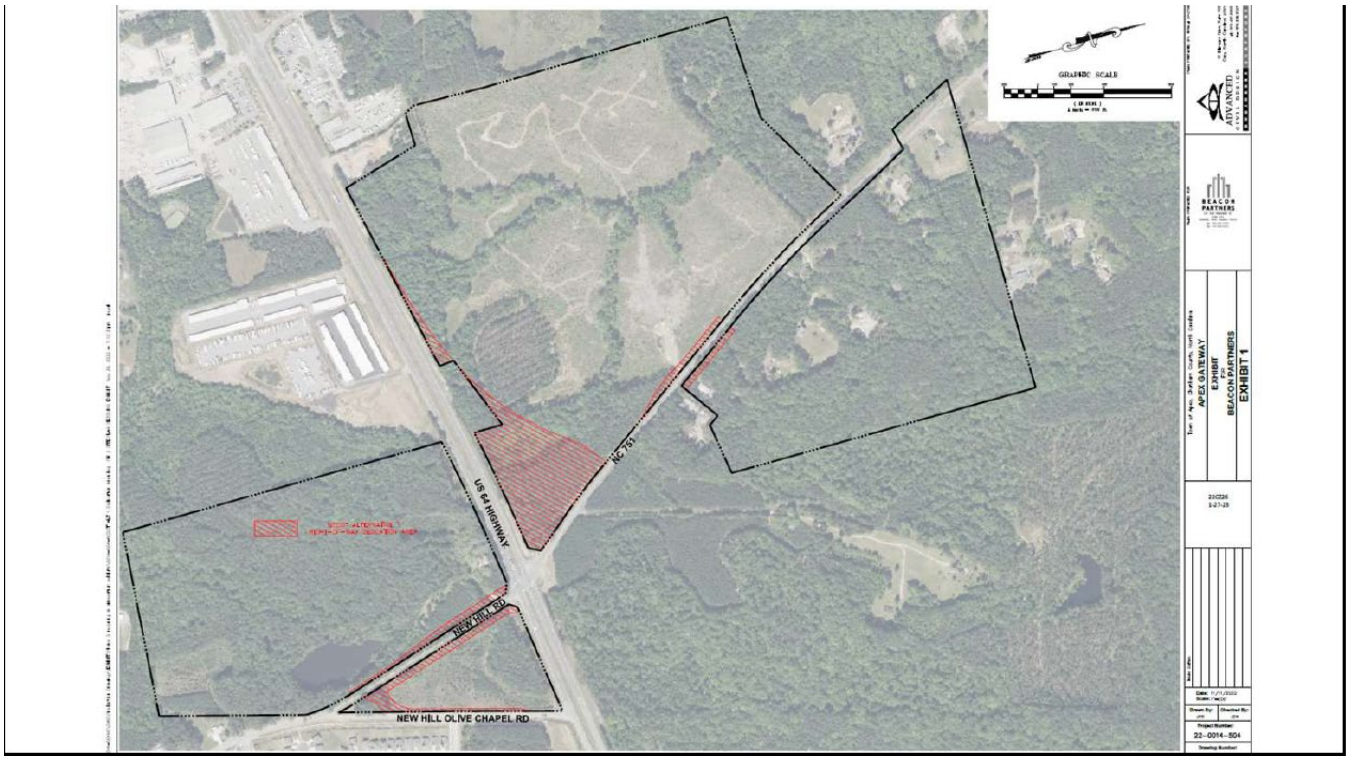
2

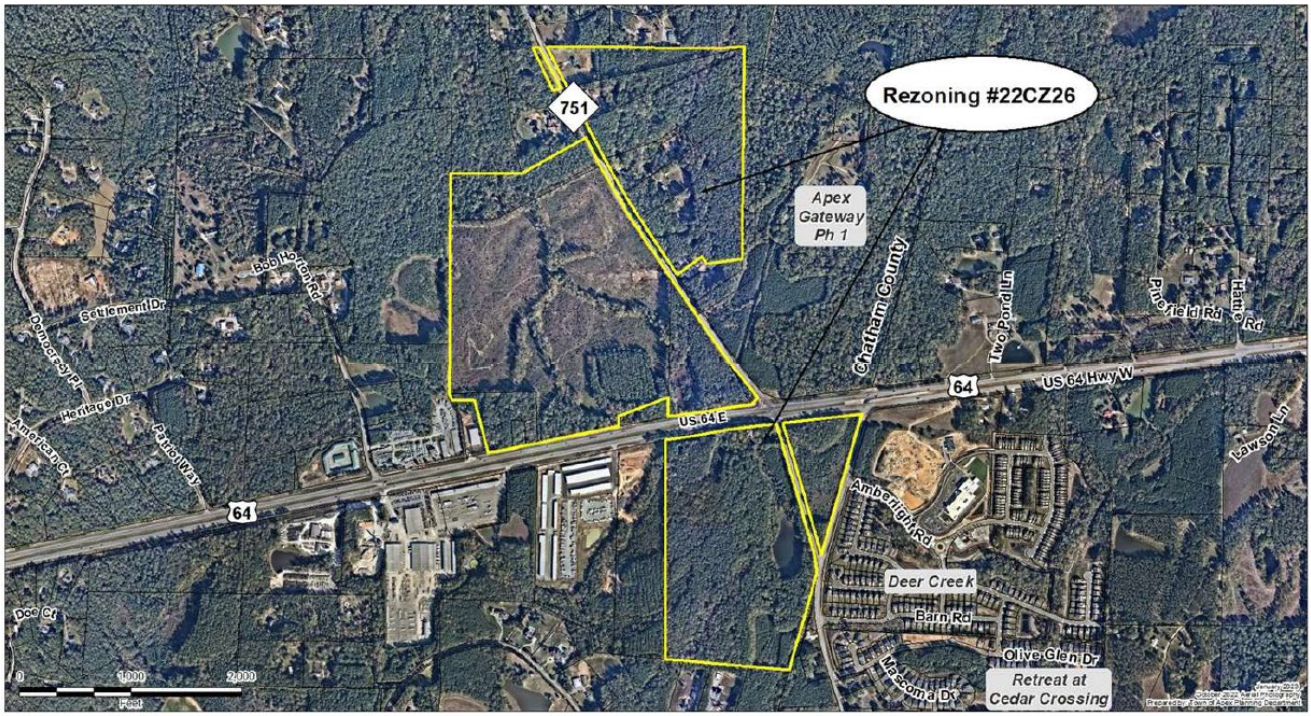
1


LEGEND
REQUIRED UDO STREAM BUFFER
ENHANCED 30' STREAM BUFFER
REQUIRED UDO TREE SAVE TO THE NORTH
ENHANCED UDO TREE SAVE TO THE NORTH
PROHIBITED AREA: MANUFACTURING AND PROCESSING; LABORATORY, INDUSTRIAL RESEARCH [ZONING CONDITIONS #2 & #3]
PROHIBITED AREA: MANUFACTURING AND PROCESSING; WAREHOUSING, BUILDING SUPPLIES, GLASS SALES, BREWERY, DISTILLERY, LABORATORY, INDUSTRIAL RESEARCH [ZONING CONDITIONS #2, 3, 5, 6, 7, 8, 9, 14, 15, 16]
RETAIL & OFFICE USE ONLY. (NO INDUSTRIAL USE ALLOWED) [ZONING CONDITION #2, 5, 8, 9, 13, 14, 15, 16]
MIXED-USE PROGRAMMING: RETAIL, OFFICE & LIGHT INDUSTRIAL (MANUFACTURING & PROCESSING, WAREHOUSING, AND BUILDING SUPPLIES RESTRICTED.) [ZONING CONDITIONS #2, 3, 5, 6, 7, 8, 9, 14, 15, 16]
USE CONDITIONS
GRAPHIC SCALE
APEX GATEWAY - PHASE 2
EXHIBIT
BEACON PARTNERS
EXHIBIT 3

2


GRAPHIC SCALE
APEX GATEWAY - PHASE 2
EXHIBIT
BEACON PARTNERS
EXHIBIT 2





Councilmember Mahaffey asked about the "donut hole" that was created in the middle of the Annexation/Rezoning

Ms. Bunce said the applicant reached out to the property owner and the owner was unwilling to be a part of the rezoning at this time, and that the applicant could speak to that better than she could.

Councilmember Gantt said he had been comparing the comments about watershed protection in that area, with the clear cutting and paving that seems to be going on there, and finds the two to be a bit discontinuous. He asked Ms. Bunce if she was aware of that.

Ms. Bunce said she could only make guesses, but wouldn't be able to know for sure what was going on. She said some of them have been there for a long time, and there has been a desire for commercial development in the area of 64. Many self-storage facilities have gone out that way because the Town would not approve them in this area

Councilmember Gantt said the paving seemed to be environmentally unfriendly.

Ms. Khin said those kinds of developments come up in that area because of the lack of need for septic.

Councilmember Gantt said he was interested in knowing what kind of improvements at the intersection of 71 and 64 would be implemented before the interchange was constructed.

Mr. Dalton said they are not in the stage of the process to have conducted traffic analyses with Apex Gateway Phase 2 yet. He said through Apex Gateway Phase 1, there are turn lanes that are supposed to be built on New Hill Road, North and South turning onto 64. He said they would lengthen the right turn lane on 64 and implement protected only phasing for the left turns in the area. He said the traffic analysis for Phase 1 has yielded capacity and safety improvements. He said depending on what site plans come forward after this rezoning, they would have to scope additional traffic analysis to account for the sites and reanalyze the intersection and the surrounding road network.

Councilmember Gantt asked what the grade of the intersection was currently based on the UDO.

Mr. Dalton said it fails, and is terrible right now.

Councilmember Gantt asked what the grades were for the improvements made by Phase 1.

Mr. Dalton said it brings it back below Level Service D, which is the threshold. He said it provides turn lanes and adds capacity, but that the signal can only do so much without additional lanes being added

Councilmember Gantt asked if it was typical to see a developer improve the traffic conditions in an area, rather than just ensure they aren't made worse.

Mr. Dalton said it depends, and in this case since the road didn't have some of those turn lanes it was a lot easier to alleviate problems by simply adding them versus if they weren't there in the first place.

Walker Gorham of Beacon Partners, Development Manager for Apex Gateway, gave a presentation


APEX GATEWAY
A DEVELOPMENT BY BEACON PARTNERS
BEACON
PARTNERS

1

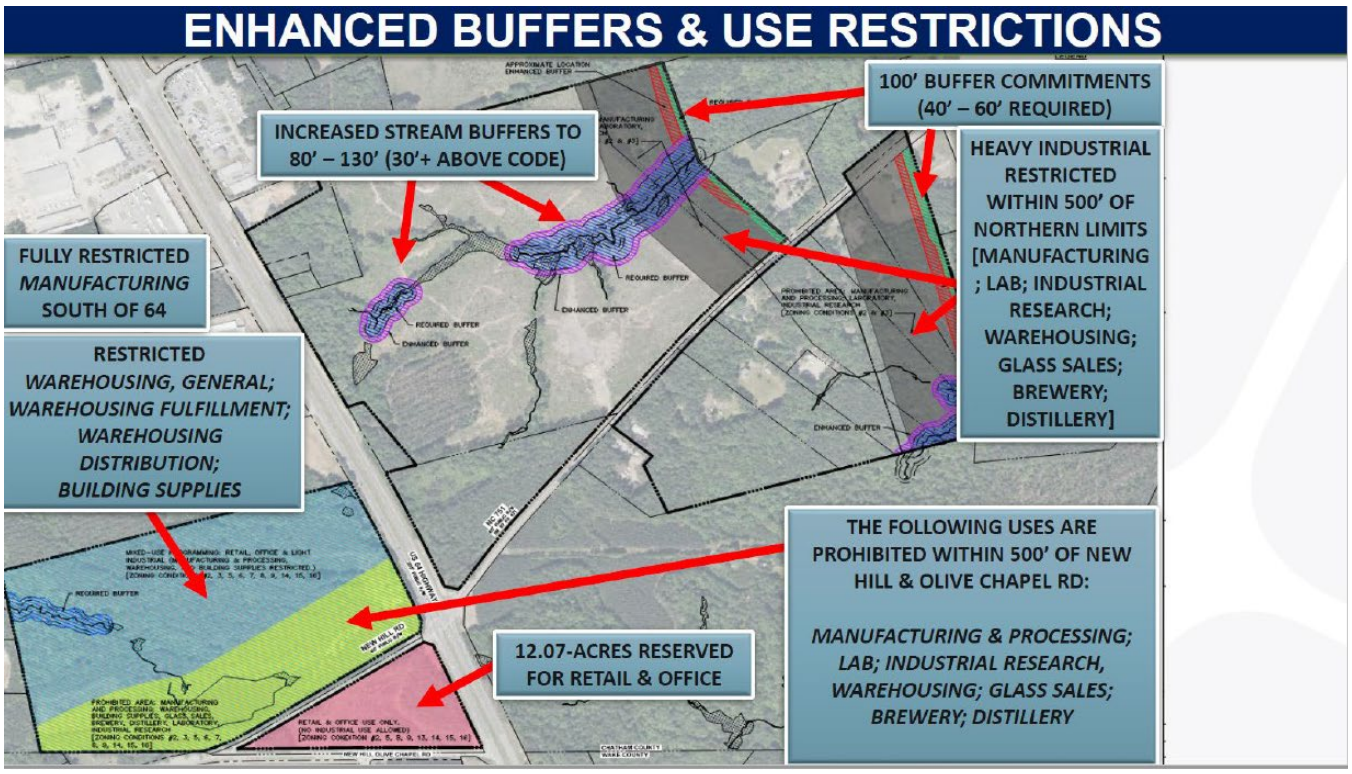

DEVELOPMENT PLAN UPDATES
INCORPORATING FEEDBACK FROM STAFF & COMMUNITY:
1.) INCORPORATE MORE RETAIL & OFFICE USES
2.) INCREASE SETBACKS AND BUFFERS
3.) ENHANCED ENVIRONMENTAL, SUSTAINABILITY, AND INFRASTRUCTURE COMMITMENTS
BEACON
PARTNERS

2

USE RESTRICTIONS & ENHANCED BUFFERING

- ☑ Dedicating 20+ acres of frontage along US 64 / NC 751 exclusively for retail and office uses
- ☑ Reprogrammed all 85+ acres south of US 64: Restricting heavy industrial south of US 64 (manufacturing, lab / industrial research prohibited / warehousing restricted) to limit commercial traffic south of US 64
- ☑ Restricted heavy industrial (manufacturing, lab / industrial research prohibited) within 500' of northern property boundary limits along NC 751
- ☑ Restricted manufacturing, lab / industrial research and warehouse within 500' of New Hill Rd and New Olive Chapel Rd

1



2

ENVIRONMENTAL, SUSTAINABILITY, AND INFRASTRUCTURE COMMITMENTS

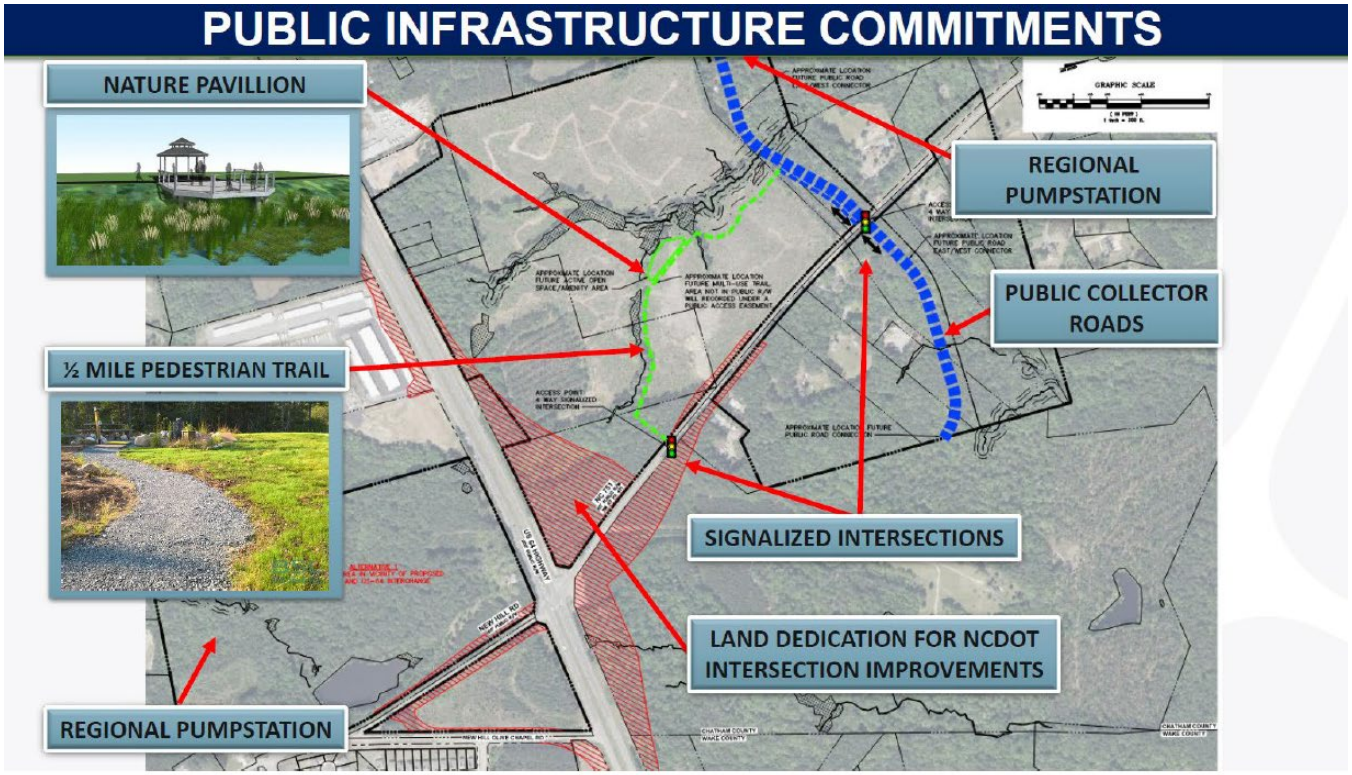
- ☑ Committing to fund / construct **$6.5+ Million** of public infrastructure (road dedication / construction, road widening, regional pump stations, and on-site pedestrian trail network)
- ☑ Committing **$200,000 in grants** to the *Triangle Land Conservancy* (earmarked for White Oak Creek riparian plantings) and *Trees for the Triangle, Inc.*
- ☑ Increased environmental / sustainability commitments above Town requirements:
  1. Commitment to dedicate two (2) additional acres for the creation of new on-site wetland areas for enhanced nutrient treatment & storm water detention above Town requirements.
  2. Increased green stormwater infrastructure (adding bio-retention areas, permeable pavers, and rainwater harvesting cisterns)
  3. Committed to increase stream buffers to a minimum of 80' – 130'
  4. Increased northern property boundary disturbance buffers to 100'+

1

$6.5+ MILLION PUBLIC INFRASTRUCTURE COMMITMENT

- **LAND DEDICATION FOR FUTURE INTERSECTION IMPROVEMENTS:** Approximately 14-acres dedicated for future construction of US 64 & NC 751 intersection improvements.
- **PUBLIC COLLECTOR ROAD CONSTRUCTION & DEDICATION:** Commitment to fund, construct, and dedicate major public collector roads and infrastructure to Town of Apex.
- **TRAFFIC MITIGATION:** Commitment to install two (2) signalized intersections and road widening / turn lane installation along NC-751 to mitigate traffic congestion.
- **PEDESTRIAN / BIKE PATH:** Construction of half-mile pedestrian / bike path programmed on-site.
- **NATURE PAVILION / BOTANICAL GARDEN:** Construction of a nature pavilion and associated boardwalk along the on-site pedestrian / bike path.
- **REGIONAL PUMP STATIONS:** Commitment to fund and construct two (2) regional pump stations (providing excess service capacity to region).

2





Councilmember Gantt asked if Mr. Gorham would characterize the enhanced buffers and use restriction zones as in agreement with recommendations from staff.

Mr. Gorham said the feedback from planning and staff was to limit the amount of truck traffic south of 64. He said that led to increased restrictions in buffers. He said they also put a restriction on the total size of warehouses and light industrial uses. He said that the feedback he has been given from retailers is that this location is very attractive for business because of the traffic through the area. He thinks the market will reflect the same.

Councilmember Mahaffey said the majority of comments they received dealt with trucking. He asked if Mr. Gorham could explain what happened and how the initial submission changed to what it is today, removing it entirely.

Mr. Gorham said he believes there was a bit of a miscommunication in the original submission, and that there was never an intent to have a trucking facility on this property. He said they wanted flexibility to target broad interest in electric vehicle manufacturing. He said the original intent was to have the flexibility to accommodate some industrial needs of these kinds of businesses, but that based on feedback and working with staff those plans have been cut, and south of 64 will be commercial and office oriented, with pockets of light industrial elsewhere.

With no further questions for Mr. Gorham, **Mayor Gilbert** opened up public hearing for comment.

First to speak was **Jeff Hastings** of 3609 Friendship Road

"Thank you, Mayor and Town Council. Last time I spoke against you was not a great day in my opinion, however, as I told people after that meeting I don't turn pale and run, I stand up for the good fight of what I believe is Apex and the history of Apex. Shortly after that meeting, a gentleman I believe Gray Harrell, came up and talked to me and got my information about the Mills House that sits on the corner and wanted to talk about the possibility of moving it, talk about what the options were. Luckily, before I had a chance to respond to him, he got in touch with Capital Area Preservation. Capital Area Preservation and Beacon got together, made what I consider to be the wise choice of saving that house. The house has been around since, the earliest part of the house probably has been around since the late 1880's. I remember driving by it when I was a kid coming up to see my grandparents, and you can very easily see the house from 64. But I congratulate staff, I congratulate, I congratulate Beacon, I congratulate Capital Area Preservation on working towards maintaining some of the priorities and trying to figure out how we can have relative historic

properties remain historic where they are, or in close proximity to where they are. And so, thank you very much."

Mayor Gilbert thanked Mr. Hastings for his comments, and called up the next speaker.

Next to speak was **Nancy Cremer** of 357 Luther Road

"I wrote my name down not knowing if I was going to speak, because I didn't know what I was going to hear. So, I live out in that area, and I commend you for addressing some of the sustainability issues, but it is not enough. And when you live out there and you see the landscape being destroyed, and the trees coming down, it's heartbreaking for one, and it's especially in that environmentally sensitive area, it's just very disturbing. So, what I want to see, you know I appreciate you're gonna do a pavilion and a walking path and all of those things, I want to see some real visible signs that you're accommodating for the trees that you're taking down from a climate change perspective. I want to see on all of your buildings, on your flat tops, I want to see solar panels. I want to see over your parking lots, I want to see solar panels, like they're doing in a lot of Universities now. I want to see from Apex, what you're requiring of these developers is nothing. You know, a few tiny trees being replaced is nothing, and it's not going to get us where we need to be. Do you want the gateway of Apex to be denuded of trees? How about solar panel down the median of 64 as you drive into Town, now wouldn't that be a nice gateway to Apex. So, if you're going to do development, I'm not naïve enough to think that you won't, I know that you will, the bottom line is the tax base, I know that, she said it. But if you're going to do it, then I want to see some real visible signs that you're addressing climate change at the same time. Thank you."

Mayor Gilbert thanked Ms. Cremer for her comments, and called up the next speaker.

Next to speak was Tim McKeever of 816 NC-751

"Thank you all. Just a couple of points here tonight because I know you all have heard from me enough, and I just want to highlight a few things tonight. The first, which I wasn't planning to speak about, was the earlier question about trucking uses. It is true that they removed truck terminals from this application and I do appreciate that, what was omitted earlier was that in the 3rd iteration of this application they had wholesale and distribution centers, warehousing for phone centers and

warehousing, and so I do want to ask if those things operate without trucking uses. And ask you to consider that outside of that, my first question is about the two parcels at the northern most boundary of the proposed development and the associated buffers that go along with those, which staff earlier described tonight as required by the UDO. Both parcels are currently residential properties and the applicant is neither purchasing nor developing either of the lots, but this application actually places the northern tree buffer across these two properties. The buffer that they highlighted as a significant concession tonight. What I would like to hear on the record tonight, at this public forum, is when and how those buffers will be required, given that the applicant is neither purchasing nor developing these. At the planning board meeting two weeks ago, staff said this buffer would not be required unless and until those properties are redeveloped. If that buffer is not required for the applicant's development, it sounds to me at least, like there may never actually be a northern buffer and that Apex would be annexing these two residential properties in Chatham County, which is something that Apex has historically said it will not do. And if that's the case, then it also sounds, again, to me, maybe I'm misunderstanding that, that north of the intersection where my family lives, on approximately about 200 feet from the boundary of this development, but it sounds to me like we'd not only be getting the more intense uses, which the applicant actually described tonight as "heavy industrial" for this development, whereas they're shielded south of the intersection, but we'd also maybe not ever be getting a buffer. The second point I want to raise with you tonight is about compatibility. There are a number of concerns about the proposal overall, but perhaps the most obvious and concerning is that there's still a number of fundamentally incompatible uses. I highlighted 3 of those earlier. And the 4th of those, to me, would be the manufacturing and processing, given that all of the areas, or almost all of the areas, adjacent to this development, are exclusively residential right now. Last month, this Town Council rejected a rezoning to develop 4 properties on 5 acres because it was incompatible. All I'd ask you tonight, is whether you would want this in your neighborhood, and to show our neighborhood the same respect."

Mayor Gilbert thanked Mr. McKeever for his comments

Next to speak was **Steph McKeever** of 816 NC-751

"A vote for this rezoning is a dereliction of all of your duties as elected officials. I'd love to hear from any of you: who in Cedar Crossings, the 55+ community, told you, reached out and said they want to retire next to a truck stop? Which residents of Deer Creek bought a home in a residential subdivision

with the hopes of raising their children in an industrial park? Who in Apex Math and Science Academy wants their teenage student driving to school amongst 18-wheeler pulling in and out of an already very dangerous, apparently F rated intersection? Who of the rural, single family homeowners chose their home hoping for an industrial park to destroy the very specific environment in which they chose to live? Who from the historic Olive Chapel Baptist church wants to replace the current forest surrounding their home and their place of worship with a glorified truck stop? Who from Meritage Homes and Toll Brothers wants to finish the homes they've been building that are now in an industrial park? Who of the nearby property owners that will be directly and very negatively impacted by this rezoning, were even notified? In summary, I'm asking all of you, which of your constituents to let you know they support this rezoning? In fact, over 1600 residents of the Town of Apex publicly have said they don't support this, and they don't want this. It doesn't go unnoticed the lack of time and concern shown for this rezoning, as compared to other, much smaller and less controversial developments. I sincerely hope that this has nothing to do with this Town's desire to sneak something past resident whom you are hoping aren't paying attention. To put it mildly, your support for this rezoning is short sighted, and you've got an alarming lack of attention to some very obvious and serious issues. It's unnerving that some of you have even publicly states the sentiment that "I don't even know where this is". And yet, seem to have an unwavering pre-formed opinion on it. Which of the members of this Council actually visited the site and spent any time there, before forming their opinion? It seems you need reminding that your job is to represent the people of Apex and their interests. Your job is be thoughtful. To educate yourself on the issues and impacts and to carve out a path forward that maximizes benefits and minimizes harms, both today and in the future. Do your job. Stop representing your own self-interest and the interests of a developer and their low-rent development for this Town. You can do better than this. Apex is better than this. Lastly, I'd like to hear form the applicant, on the record in a public forum, how they think this proposal benefits and does not harm adjacent property owners. Thank you."

Next to speak was **Jade Trenery** of 1314 Mascoma Drive

"Thank you for your work. I live where that lady was just saying, and it will be affected by me, but my first thing is why Apex would want to pick up any part of Chatham County? It doesn't make sense to me. If it was such a great deal, why wouldn't they rezone or redo things? So that's my first question. Second question was maybe the company doesn't want to work in Chatham County because they have forever chemicals in their water and I'm sure you all know this, since 2017 it's still not resolved,

and then they had to know 4 weeks ago, it said that Pittsboro was suing 5 companies in Greensboro for dumping forever chemicals in the Haw River. Now, if Apex picks this up, where is then the liability goes because you know there will be class action suits. I'm just thinking why put yourself in harm's way and make your residents unhappy too. Thank you."

Mayor Gilbert thanked everybody who came out to speak tonight. With no more signups, he then closed public hearing for comment brought it back to Council for discussion.

Councilmember Zegerman wanted clarification regarding whether the request is asking for light industrial or heavy industrial rezoning.

Ms. Bunce said the request for the zoning district is Light Industrial Conditional Zoning.

Councilmember Gantt wanted to clarify whether companies that are typically more polluting would have a different classification.

Ms. Bunce said most likely, but it would depend on exactly what the company did to determine where it would classify within their definitions.

Councilmember Zegerman asked if it was fair to say that things like car battery manufacturing would typically be zoned as heavy industrial.

Ms. Bunce said to her understanding battery manufacturing is not currently allowed in the Town Ordinance.

Ms. Khin said they have a long list of prohibited uses that would typically be considered as heavy uses, but she can't say for sure that other communities would classify them that way.

Councilmember Zegerman wanted to confirm that it wouldn't be allowed under the light industrial zoning.

Ms. Khin said battery manufacturing was not allowed anywhere in Apex.

Councilmember Mahaffey said he believes there is a terminology issue here. He thinks light industrial and heavy industrial mean different things to different people and different municipalities. He said Apex's light industrial does not include what they consider to be heavy industrial.

Ms. Bunce said on the list of prohibited uses there were lots of things regarding chemicals, acid, ammonia, asphalt, explosives and ammunition, and other types of intensive and polluting uses that most people consider to be heavy industrial.

Councilmember Mahaffey said he was confused about the tree buffer issue raised during public comment, and asked if Ms. Bunce could clarify that for him.

Ms. Bunce there are other property owners who have joined the rezoning along with Beacon, so they can have a cohesive for zoning, uses, buffers, etc. She said if Beacon does not include some of the northern properties in their development plan, a separate development plan would be required for those properties, and that is when the increased buffer would be required. She said this is the case for any development which happens is phases.

Councilmember Zegerman asked if this was assuming the current owner of those properties would partner with Beacon to develop the land according to this plan.

Ms. Bunce said no matter who owned the property and who they developed with, they would be required to provide the 100-foot buffer at the time of redevelopment.

Mayor Pro Tempore Killingsworth wanted to clarify if a lot of this had been cleared for timber.

Ms. Bunce said lots of the northwest parcel has been used in forestry and cleared in recent years.

Mayor Gilbert said there was a lot to think about. With many concerned people present, he wanted to be sure they listened to everyone. He said Council has to make decisions in order to move forward. He said he had been out to the site to look at it based on the emails he had received, and he believes this is a tough one. He also said as the Chair of the Economic Development Committee he looks at the benefits this brings to Apex. He appreciated Beacon's efforts and their desire to work

with their neighbors. He said there was a lot to discuss, and he wants to hear what his colleagues have to say.

Councilmember Gantt said he drives past this area a lot, and that he hates storage units. He said the forestry has made the area look very bad. He said Jordan Lake State Park is wonderful, but getting to the area is not as nice as he wishes it was. He said it makes sense that businesses would want to come in along a major road like this. He said this wouldn't turn a park into an industrial area, as the area is already cleared out in many places. He said he's annoyed with how the area looks, but that it may change in the future. He acknowledged that he would not want to live next to this place if he lived near Jordan Lake. He believed this would be making the inevitable transition of this area becoming more industrialized quicker. He said he agrees that the intersection is bad currently, and is excited about the positive impacts this phase of the project and the earlier phase would bring to these roads. He said when they approved Deer Crossing, he anticipated a retail-like development near the intersection where the school is going in now, and he sees this as correcting a lack of neighborhood businesses on the south side. He said he also was excited about more retail on the north side near 751.

An audience member asked if he was referring to a strip mall.

Councilmember Gantt said he wasn't exactly sure what it would look like, but that it would be good to have businesses for daily use for the people in this area.

Councilmember Mahaffey said that is a limitation on what the Town is able to do. He said they can choose the types of businesses and uses in an area, but not which businesses and companies come there. He said he hoped the question about the tree buffer was clarified for the concerned property owners. He said if the land doesn't get developed, a buffer doesn't have to be put in, so it isn't dependent on the owners. He said if the land is developed in the future, it would require a buffer to be placed there. He added if the owner wanted to rezone again before developing, that Council does not tend to look favorably on proposals to loosen or remove buffer requirements. He said situations like this are common. He said Chatham County did not do this type of development under their jurisdiction is because they can't provide water and sewer service, and Apex is the only one in the area that could. He said uses that don't require water and sewer sources end up being things like storage units. He said Apex is involved because they have grown to this

area and have water and sewer that can be extended to provide more employment opportunities and businesses in this area. He also acknowledged that this application has had many changes since its initial submission. He wanted to highlight that this development would be a benefit for the people in the area such as residents of Deer Creek, even if they don't specifically come up and mention it to him. He said whatever would be there would be much better than the original submission, which was only light industrial. He also wanted to applaud the work the developer did on the historic home on the property, to preserve as well as restore portions of it to enhance its structural integrity. He said the environmental conditions are much better than the original proposal, and that he believes Apex's environmental requirements are among some of the strongest in the area. He said extending Apex's area into Chatham further extends the reach of these stricter environmental requirements. He said riparian buffers are some of the most important concessions developers can make, and in this case, they have been extended beyond what is required. He said the developer has offered to donate to local nonprofits that do tree re-planting and land conservation. He acknowledged that development requires the removal of trees, and the best that can be done is replanting. He said the 200,000 dollars they are also donating is not nothing, and is the largest donation of this type he has seen from a developer. He also wanted to discuss the right of way and the future of the intersection. He said he drives through this intersection a lot, and that it's horrible. He said that while it seems counterintuitive, development needs to come in to fix problems like this and stormwater issues. He said to get the interchange would normally take lots of land, lots of time, and lots of money. He said this development gets almost all of the land required for the future interchange, and he said that greatly increases the probability of the project to get done when the land is already available for the NCDOT to use. He appreciates all the progress on these points since the original submission.

Councilmember Gray said the developer has made significant changes in regards to removing and changing things that are improvements to the project. He said he also originally asked the question of why Apex would be going into Chatham County. He said he realized throughout the process that it was because Apex would do it better than Chatham County. He said he gets irritated by seeing all the clear cutting and RV/Storage units out in that area on the way to Jordan Lake. He said he believes Chatham County wanted to keep it as easy as possible for businesses to set up out there, and that meant those types of businesses were the ones that did. He said he knows for a fact one of the businesses in that area tried to start in Apex and when they weren't able to get approval, they moved over just across jurisdiction in Chatham County, and that disturbs him. He said the project is not perfect, but that the applicant has come a long way since the initial offer. He

appreciated that they worked with Capital Area Preservation, which he said is unusual for a developer to take initiative on. He said the applicant is willing to put effort in to put in environmental buffer, improve and grant right of way for future projects, and preserving heritage and history, and reached out to the community, even if they didn't abide by their wishes every time. He said this looks like an applicant that has put Apex in a position to do this better than Chatham County.

Councilmember Zegerman said one of the things he really cares about is environmental preservation, including enhanced buffers beyond UDO requirements. He said he does appreciate the efforts made on this regard compared to the original plans. He said that unfortunately the Town can't really require solar panels and every roof and things of that nature, as they can only ask for it at this time. He said he has asked the developer to look at improving the amount of electric vehicle charging spots available with the submission of site plans. He said the applicant made a commitment in Phase 1 to make up for the trees they were unable to replace on site, and that they have followed through on that with the donation to the environmental nonprofits.

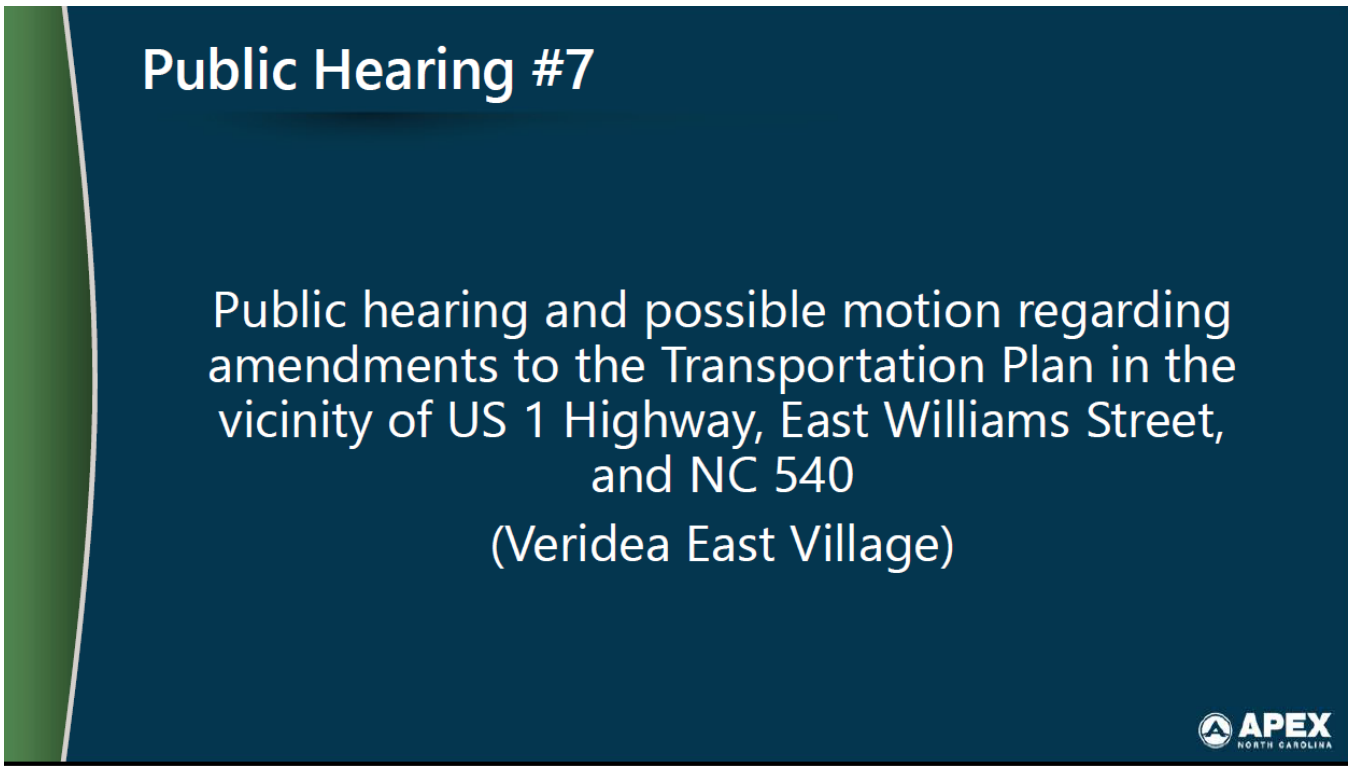
Councilmember Mahaffey said he has tried to figure out a way to make solar part of the requirements, but there are limitations to what they can do based on State statute. He said they need to find ways to incentivize this kind of addition, and that is what they are trying to do. He said he believes they are maxing out the requirements they are allowed to, and to let him know if there are any he is missing because he would use it.

A **motion** was made by **Councilmember Edward Gray**, seconded by **Mayor Pro Tempore Audra Killingsworth**, to approve the amendments to the 2045 Land Use Map, to adopt Annexation No. 749, and to approve Rezoning No. 22CZ26

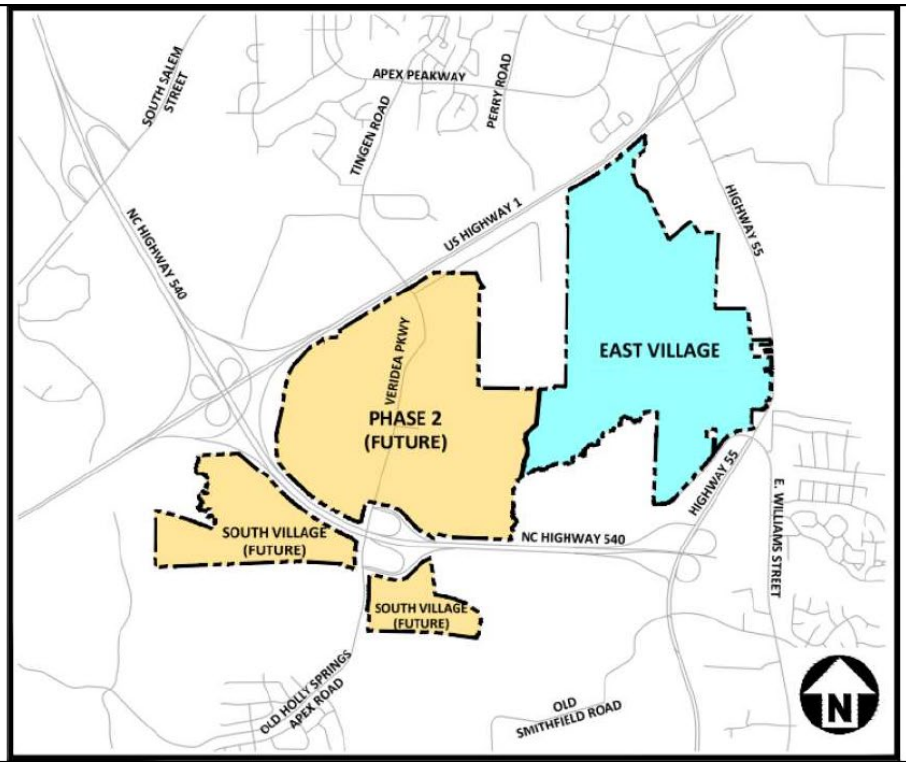
VOTE: UNANIMOUS (5-0)

PH7 Transportation Plan Amendments - Veridea East Village

Shannon Cox, Long Range Planning Manager, gave a presentation regarding the Transportation Plan Amendments for Veridea East Village



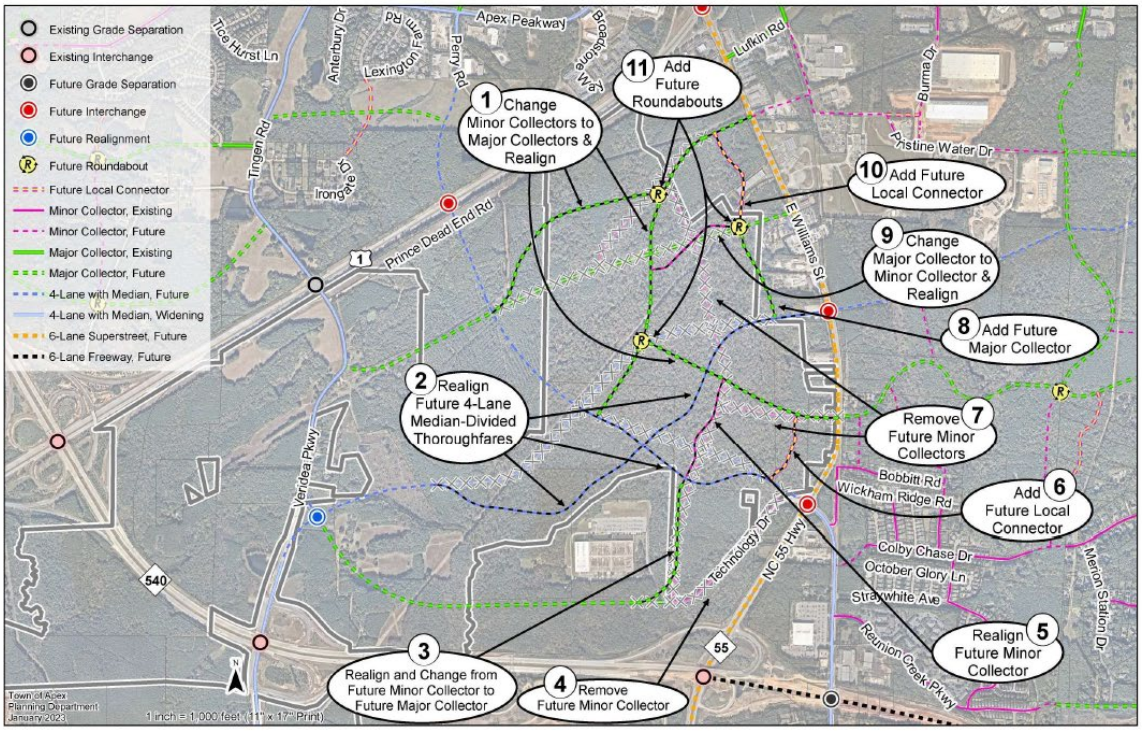
1


SOUTH SALEM STREET
APEX PEAKWAY
TINGEN ROAD
PERRY ROAD
US HIGHWAY 1
NC HIGHWAY 540
HIGHWAY 55
VERIDEA PKWY
EAST VILLAGE
PHASE 2
(FUTURE)
SOUTH VILLAGE
(FUTURE)
NC HIGHWAY 540
HIGHWAY 55
E. WILLIAMS STREET
SOUTH VILLAGE
(FUTURE)
OLD HOLLY SPRINGS APEX ROAD
OLD SMITHFIELD ROAD
N

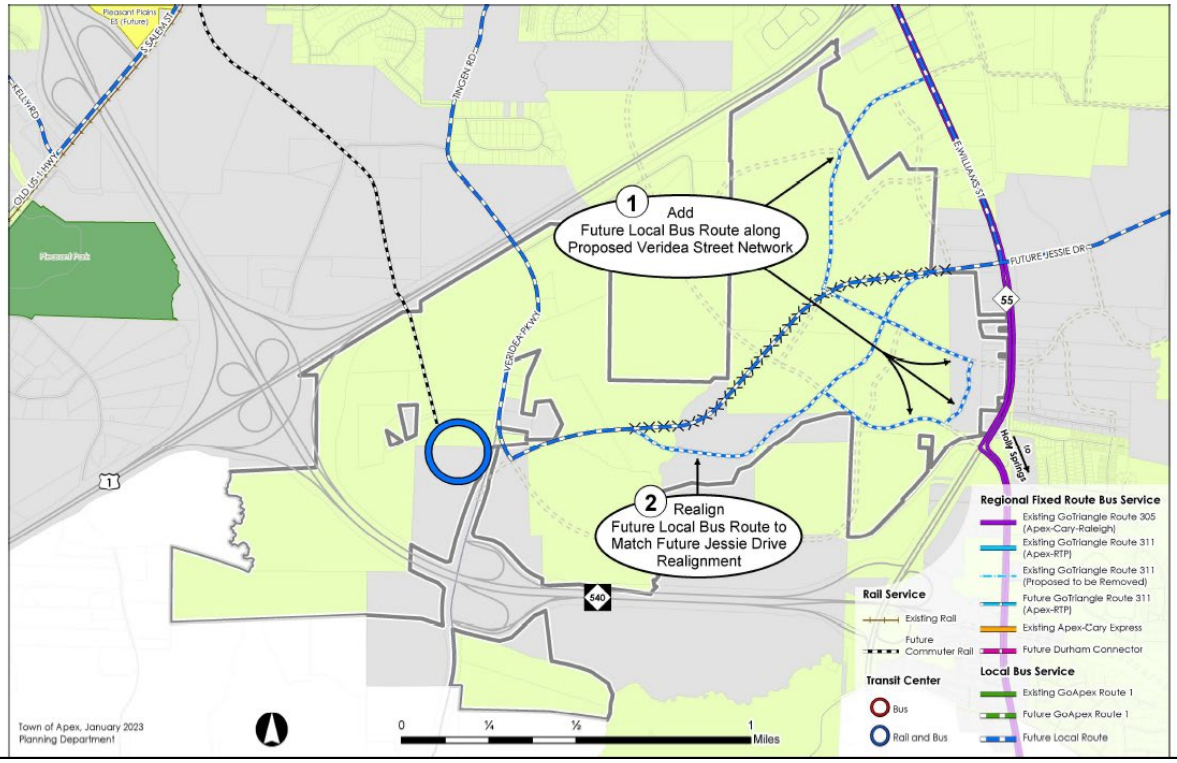
2

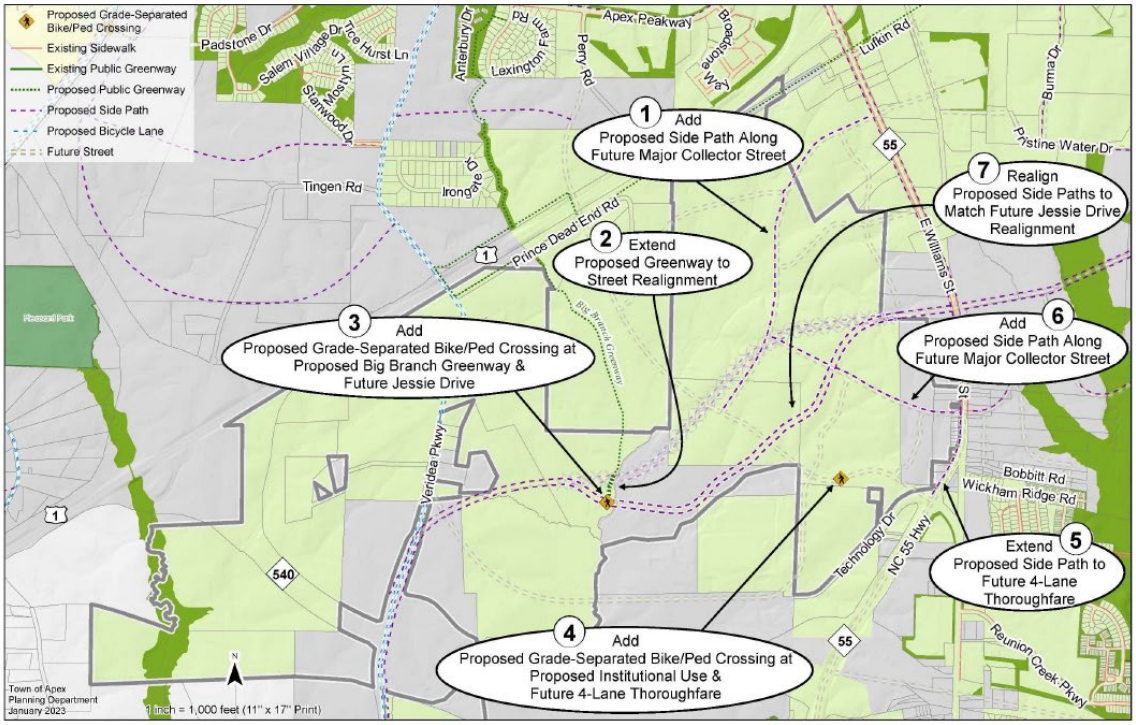

VERIDEA OVERALL CONCEPTUAL MASTER PLAN
EAST VILLAGE
SINGLE-FAMILY DETACHED HOMES + TOWNHOME UNITS
US HIGHWAY 1
NC HIGHWAY 55
TOWNHOME UNITS + 2/2 CONDO UNITS
WEST VILLAGE
LIFE SCIENCES CAMPUS
COMMUNITY CENTER + HISTORIC HOME
SINGLE-FAMILY DETACHED HOMES + TOWNHOME UNITS
CORPORATE CAMPUS
CONVENTION CENTER + HOTEL
RETAIL CENTER
EAST VILLAGE
INSTITUTIONAL
EAST WILLIAMS ST
INDUSTRIAL
MIXED-USE ENTERTAINMENT DISTRICT
NC HIGHWAY 540
URBAN PARK
MIXED-USE TOWERS
SOUTH VILLAGE WEST
SOUTH VILLAGE EAST
VERIDEA CONCEPTUAL MASTER PLAN
APEX NORTH CAROLINA
01

1


Existing Grade Separation
Existing Interchange
Future Grade Separation
Future Interchange
Future Realignment
Future Roundabout
Future Local Connector
Minor Collector, Existing
Minor Collector, Future
Major Collector, Existing
Major Collector, Future
4-Lane with Median, Future
4-Lane with Median, Widening
6-Lane Superstreet, Future
6-Lane Freeway, Future
1 Change Minor Collectors to Major Collectors & Realign
2 Realign Future 4-Lane Median-Divided Thoroughfares
3 Realign and Change from Future Minor Collector to Future Major Collector
4 Remove Future Minor Collector
5 Realign Future Minor Collector
6 Add Future Local Connector
7 Remove Future Minor Collectors
8 Add Future Major Collector
9 Change Major Collector to Minor Collector & Realign
10 Add Future Local Connector
11 Add Future Roundabouts
Apex Peakway
Lufkin Rd
Pristine Water Dr
Burma Dr
Tice Hurst Ln
Tingen Rd
Irongate Dr
Prince Dead End Rd
Williams St
Veridea Pkwy
Bobbitt Rd
Wickham Ridge Rd
Technology Dr
NC 55 Hwy
Colby Chase Dr
October Glory Ln
Strawhite Ave
Reunion Creek Pkwy
Merton Station Dr
540
55
Town of Apex
Planning Department
January 2023
1 inch = 1,000 feet (11" x 17" Print)

2


1 Add Future Local Bus Route along Proposed Veridea Street Network
2 Realign Future Local Bus Route to Match Future Jessie Drive Realignment
FUTURE JESSIE DR
VERIDEA PKWY
E WILLIAMS ST
55
540
Regional Fixed Route Bus Service
Existing GoTriangle Route 305 (Apex-Cary-Raleigh)
Existing GoTriangle Route 311 (Apex-RTP)
Existing GoTriangle Route 311 (Proposed to be Removed)
Future GoTriangle Route 311 (Apex-RTP)
Existing Apex-Cary Express
Future Durham Connector
Rail Service
Existing Rail
Future Commuter Rail
Transit Center
Bus
Rail and Bus
Local Bus Service
Existing GoApex Route 1
Future GoApex Route 1
Future Local Route
Town of Apex, January 2023
Planning Department
0
¼
½
1
Miles



Ms. Cox said staff was in support of the amendments, and offered to answer any questions.

Councilmember Gantt said some of these changes seemed very specific to Veridea, and wanted to know if Ms. Cox felt associating large changes like with a big development helped throughout the process to ultimately come to the best outcome.

Ms. Cox said it has not been an easy experience, although everybody has worked well together. She agreed that it is better to look at the bigger picture and see how things connect and work with the other aspects of the transit plan.

Councilmember Mahaffey said he wanted people to know that this has all come about through work between staff and the developers on where the roads would be going over the course of around a year. He asked if it would be fair to say that staff had worked with them to ensure their proposal and the Town's transit map matched.

Ms. Cox said yes, and that it has been a close working relationship across multiple departments.

Councilmember Zegerman asked what drove the creation of the original plan.

Ms. Cox said as of the last update to the plan in 2018, they did not make substantial changes to this area because they knew Veridea was coming in.

Councilmember Zegerman said this seemed like a refinement of the existing plan, rather than a large departure from the zoning purposes. He asked if this was a process they could expect to see with other developments that come up in the future.

Ms. Cox said this one was a bit unique because of the sustainable development zoning, which has a higher expectation. She said it focused on higher standards for transit and pedestrian oriented development.

Councilmember Mahaffey said a high-level transportation plan can't account for the minutia of each area, and lots of rezonings come with Transportation Plan changes, though typically smaller.

Councilmember Zegerman said that the point he wanted to make is that this process is a good thing. He liked that they aren't simply sticking to plans that were made years ago.

Councilmember Gray thanked the planning staff for their hard work and for all they do.

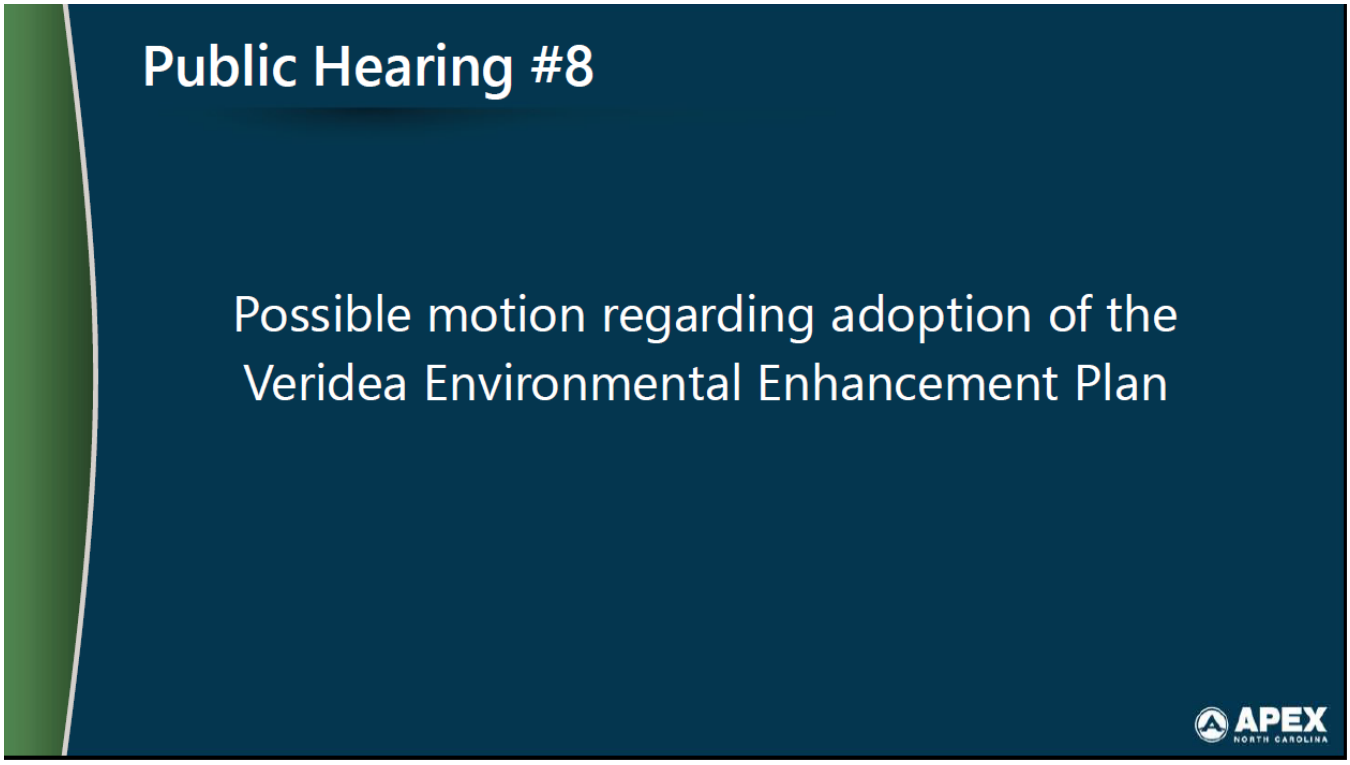
No one signed up to speak for this public hearing

A **motion** was made by **Councilmember Arno Zegerman,** seconded by **Mayor Pro Tempore Audra Killingsworth,** to approve the amendments to the Transportation Plan in the vicinity of US 1 Highway, East Williams Street, and NC 540.

VOTE: UNANIMOUS (5-0)

PH8 Veridea Environmental Enhancement Plan

Ms. Bunce gave a presentation regarding the Veridea Environmental Enhancement Plan.


Public Hearing #8
Possible motion regarding adoption of the Veridea Environmental Enhancement Plan
APEX
NORTH CAROLINA

1

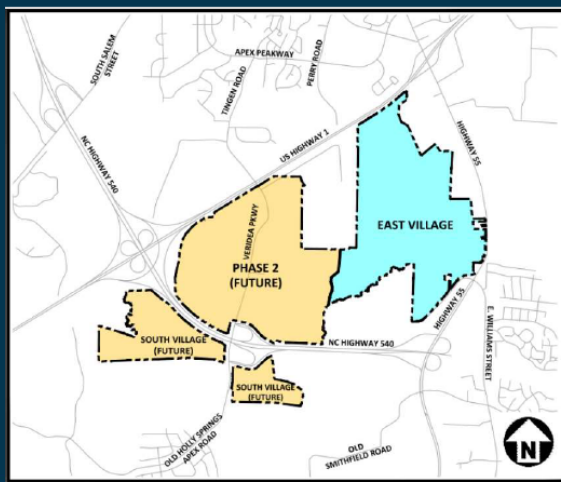
Veridea Environmental Enhancement Plan

The Veridea Sustainable Development (SD) Plan was adopted to "facilitate the development of Veridea as a community of safe, healthy, resource efficient and transit-oriented mixed-use projects planned and developed in accordance with Principles promoting Sustainability. Accordingly, Veridea will be developed in view of the following Guiding Principles:

a. Create economic value
b. Eliminate the concept of waste
c. Insist on a renewable future
d. Create delightful urban places
e. Integrate nature throughout the community."

Section 3.1.2 of the SD Plan includes a requirement for an Environmental Enhancement Plan (EEP) which is defined as:

"additional Sustainability Standards related to environmental enhancement required to be submitted to the Town Council for approval in accordance with UDO 2.3.16.F.3.b."



1

Veridea Environmental Enhancement Plan

The Sustainability Standards included in the proposed EEP are intended to protect natural resources and the environment in light of this development pattern and to address secondary and cumulative impacts associated with the infrastructure required for Veridea. The EEP includes sections related to the following:

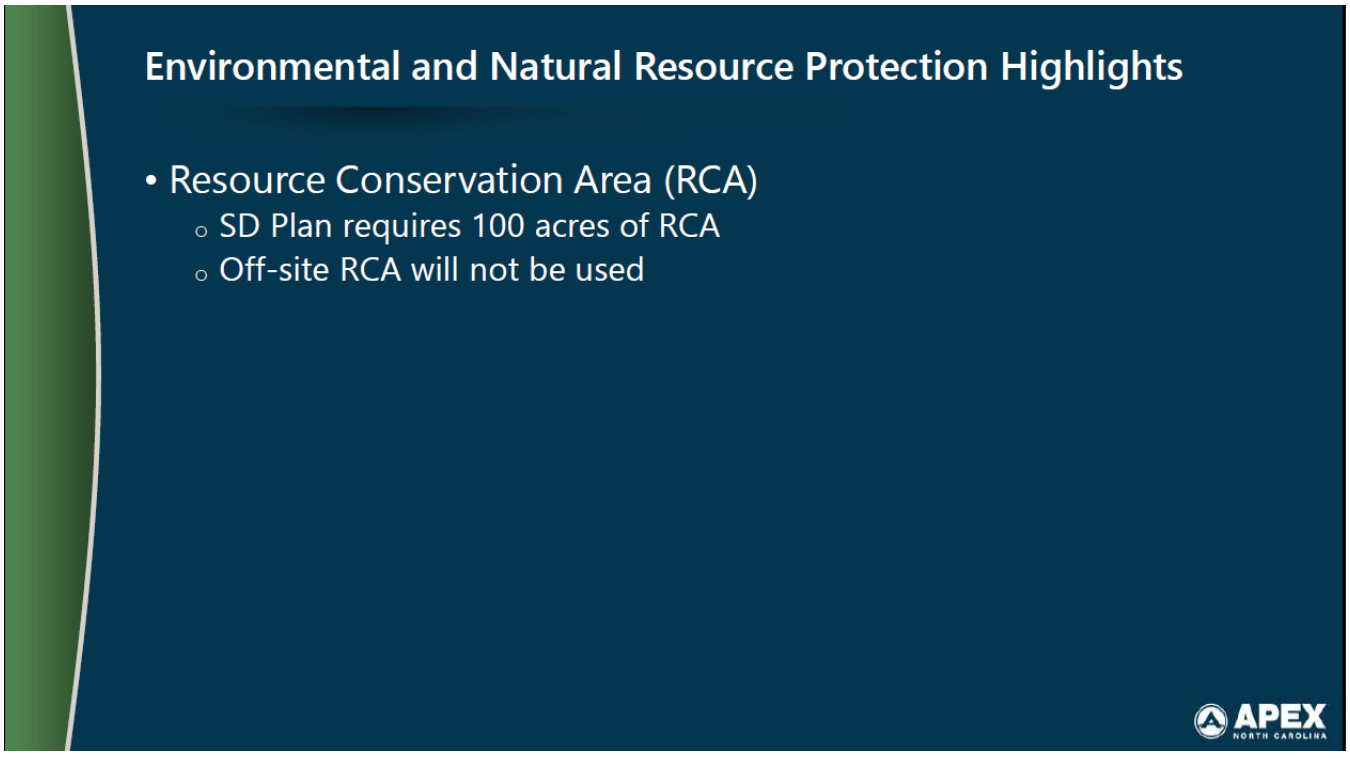
1. Building Standards (Energy, Water Efficiency, Indoor Air Quality, and Material Management)
2. Environmental and Natural Resource Protection (Resource Conservation Area)
3. Stormwater & Surface Water Management (Stormwater Management, Water Conservation, and Surface Water Enhancement)
4. Land Management (Sedimentation & Erosion Control Standards, Waste Minimization, Perimeter Buffers, Landscaping)
5. Air Quality Protections

APEX NORTH CAROLINA

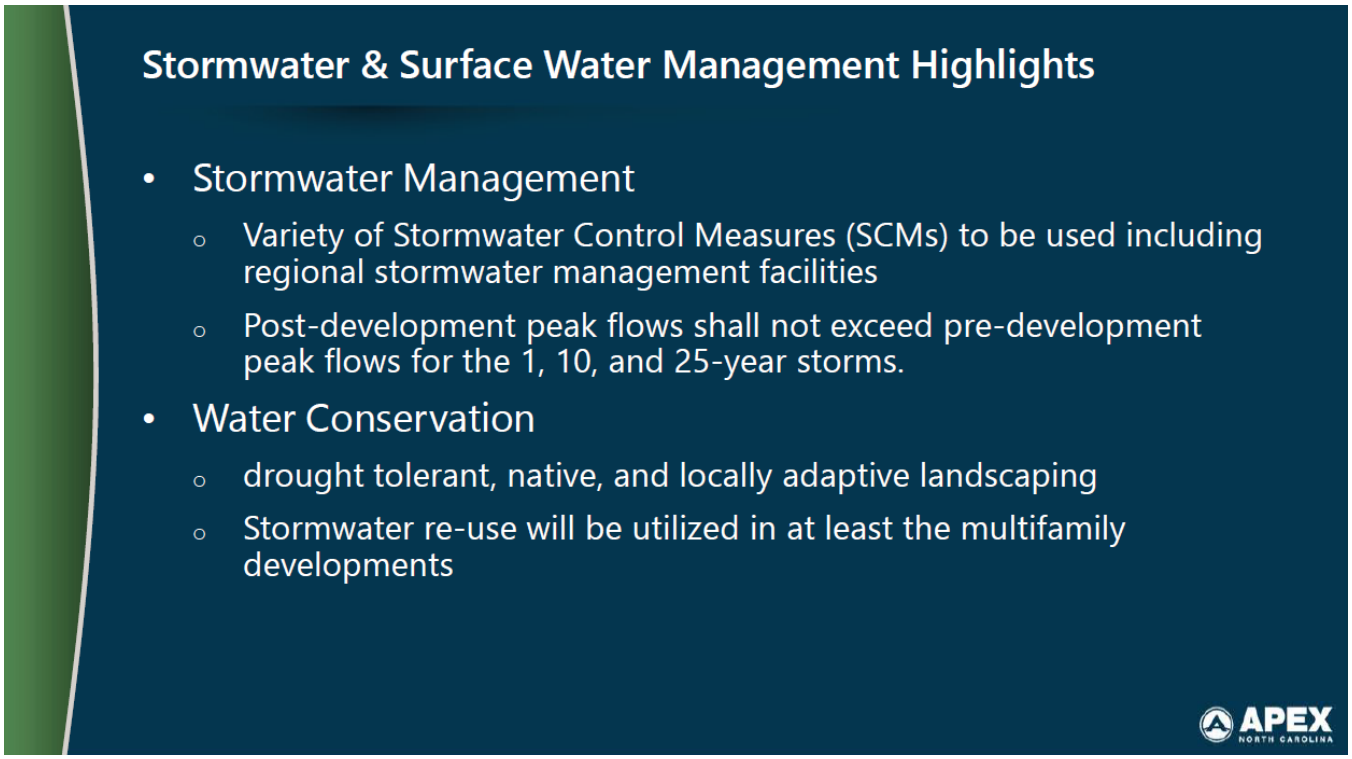
2


Building Standards Highlights
• Energy
o Min. 50% of non-residential buildings shall be certified by LEED, Green Globes, Fitwel, or similar
o All residential buildings will meet at least one energy certification program including Energy Star, ecoSelect, LEED for Homes, or similar
o Conduit for wiring of solar panels provided in all single-family and townhome units
• Water Efficiency
o Min. 80% of landscaping shall be drought tolerant, native, and locally adaptive species
• Indoor Air Quality
• Material Management
APEX
NORTH CAROLINA

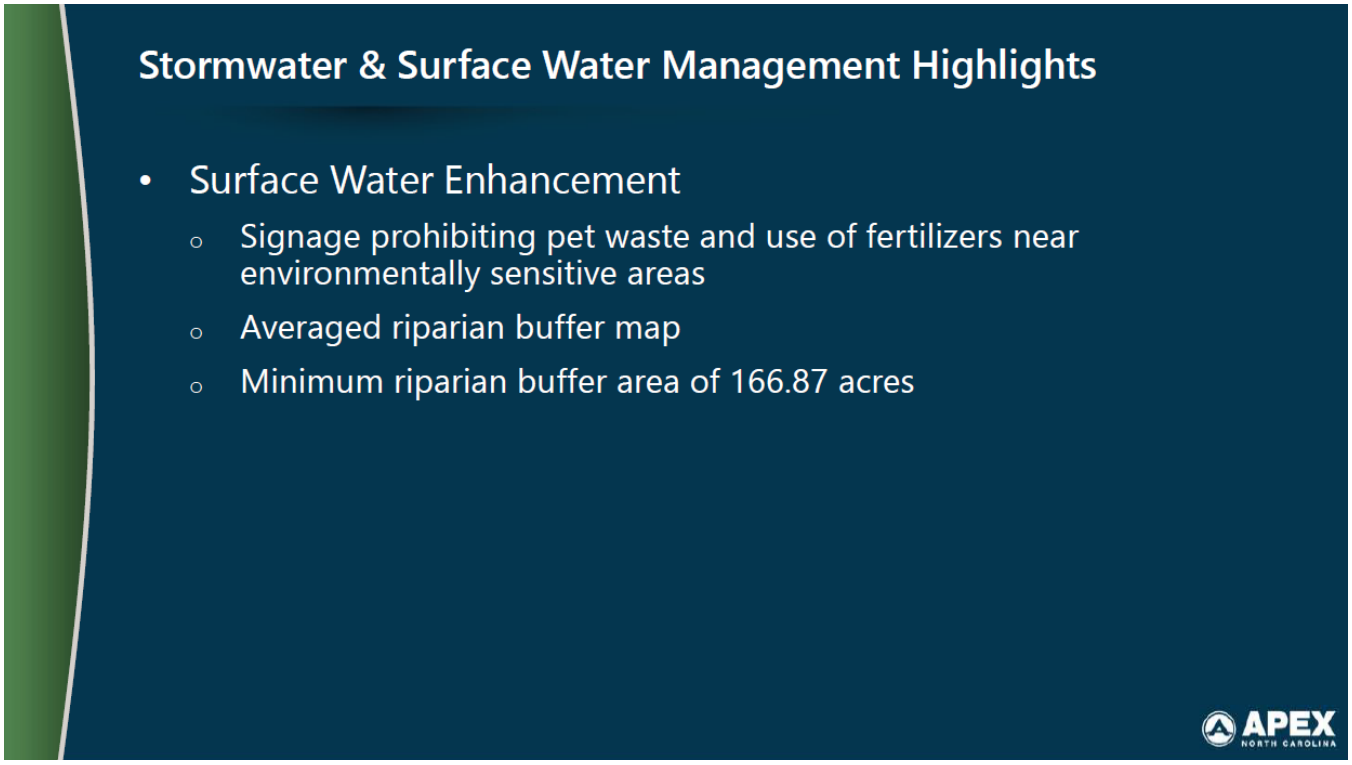
1


Environmental and Natural Resource Protection Highlights
• Resource Conservation Area (RCA)
o SD Plan requires 100 acres of RCA
o Off-site RCA will not be used
APEX
NORTH CAROLINA

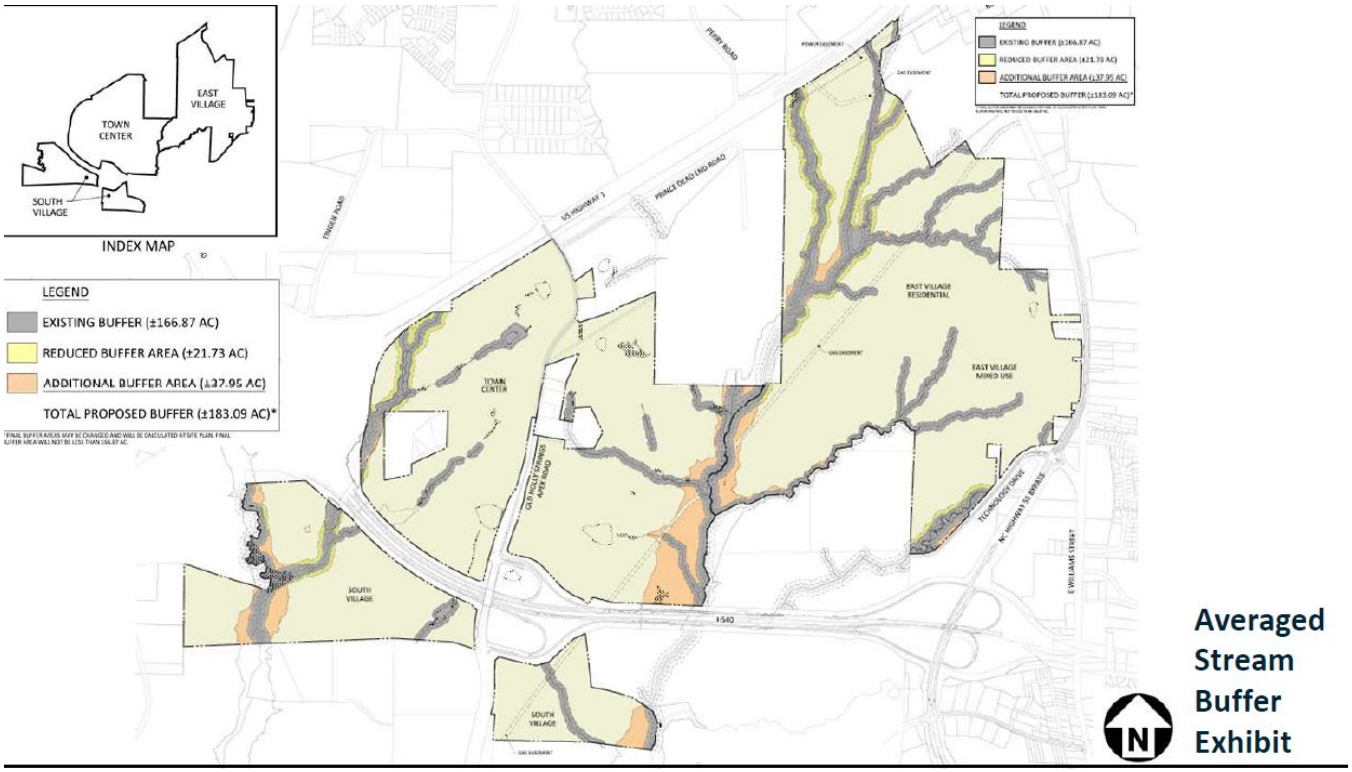
2


Stormwater & Surface Water Management Highlights
• Stormwater Management
o Variety of Stormwater Control Measures (SCMs) to be used including regional stormwater management facilities
o Post-development peak flows shall not exceed pre-development peak flows for the 1, 10, and 25-year storms.
• Water Conservation
o drought tolerant, native, and locally adaptive landscaping
o Stormwater re-use will be utilized in at least the multifamily developments
APEX
NORTH CAROLINA

1


Stormwater & Surface Water Management Highlights
• Surface Water Enhancement
o Signage prohibiting pet waste and use of fertilizers near environmentally sensitive areas
o Averaged riparian buffer map
o Minimum riparian buffer area of 166.87 acres
APEX
NORTH CAROLINA

2



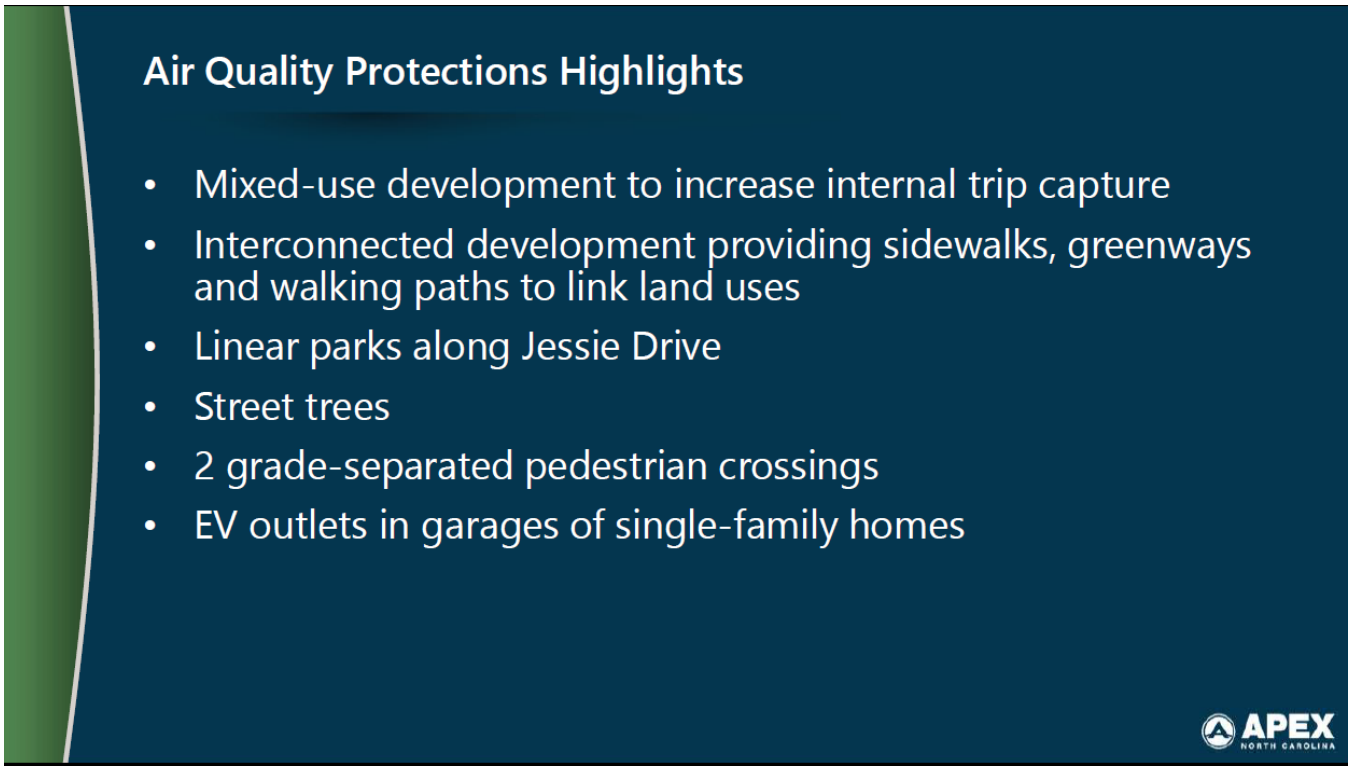
1

Land Management Highlights

- Sedimentation & Erosion Control Standards
  - SCMs designed for 25-year storm event
- Waste Minimization
  - Land-clearing debris may be mulched and used onsite
    - Standards for mulch stockpiles provided
  - Slope and height standards for soil stockpiles
- Perimeter Buffers
- Landscaping
  - Where feasible, deciduous trees planted on south sides of buildings; evergreens planted on north side

APEX NORTH CAROLINA

2



Ms. Bunce said staff recommended approval and she was happy to answer any questions from Council

Councilmember Mahaffey was curious about where this plan came from, and whether it was something statutorily authorized or something Apex came up with.

Ms. Bunce said the original developer had in mind an environmentally friendly, sustainable, mixed-use urban development, and because it was an urban development, an environmental enhancement plan was used to help curb those impacts.

Councilmember Mahaffey wanted to confirm that this was unique to this case.

Ms. Khin said that yes, this plan was a condition of the zoning agreed to by the applicant in this particular case.

Councilmember Mahaffey wanted to know how the standards and conditions were created within this plan, and whether they worked with the developers like on the transportation plan.

Ms. Bunce said the EAB gave their list of typical zoning conditions, and that staff suggested including anything they were willing to do that was above and beyond the requirements.

Councilmember Gantt asked if the UDO requirements in this case would be the current UDO or the UDO requirements of a different point in the past.

Town Attorney Hohe said that permanent choice is usually where these kinds of things end up, and she said Veridea is a unique example. She said the EEP is as of today, and represents all the requirements of the Town and additional conditions the developer has agreed to as well.

Councilmember Mahaffey said that since this rezoning was originally approved in 2011, usually the requirements would only be able to be enforced based on what they were when the application was submitted, but that it was cool for the EEP to somewhat allow for it to be brought into the present a bit more than developments like this with a time gap usually would. He said this case was interesting because there has never been an EEP before Council before, so there is no established precedent on what they would or should want within one.

Councilmember Gray said he liked this "genie in the bottle", and that this idea could be something.

With no further questions for Ms. Bunce, **Mayor Gilbert** opened up public hearing for comment.

First to speak was the applicant, Joe Graziosi

"Good evening Mr. Mayor, members of the Council, my name is Joe Graziosi, I am the executive vice president of arc star realty. I want to compliment your team here this evening. I think Shannon said something earlier about being tired and this taking a little bit of time. I think part of me makes her tired, but at the end of the day I do appreciate all the hard work they've done. Just sitting here, this is my second or third Council meeting that I've attended, I've been coming to your great town for just over 17 months since I started looking at Veridea, and as you know, we successfully closed on it for over 90 million dollars last week, and I think that was highly publicized. I think we're very excited. Just going back, this is my third time sitting in this room and listening. Lot of great conversation

tonight, looking at some zoning that was going on, and people of the public going on, something on my 42 odd year career I've dealt with every day. This project zoned, right, this project is not about zoning, it's about taking something that was created in 2011 and taking it to the next step but more importantly delivering it, right? Because we can sit here and talk about the Veridea development forever. A few points that I want to make this evening. At the end of the day, I think the collaboration between my team, and we have a very big team, and your team, the staff here, is really what's getting you to the genie in the bottle, and how we're recreating at the end of the day what might be today in the UDO might be what was thought about in 2011 but bringing it to today. When it comes to the transportation side and making 12 and 10-foot-wide paths so there can be bike lanes. You know, when it comes to the environmental side of the equation, and having the walkability and having the trails and the paths and the trails and so on and so forth. Arc Star and our company has made a very big commitment in your Town, and we expect this to be successful, and we know that success comes at a cost. And sometimes it comes at a cost that's greater than we anticipated, but if we get the front door right, we know the backyard is gonna look great. And this is a multi-year phase project right. You know, it's not something that we are coming into, and to the point of the amount of time, energy, and effort that's gone into this thus far, we've been working I'd say for the better part of just over a year, if not a little bit more, with the staff, and remember we bought a concept plan that looked good in 2011. Lines on a page. But when Shannon was talking about these amendments this evening to the roadway situations, point A still goes to Point B, and C to D and so on and so forth. There are reasons that roads move around. For instance, there are mitigation of streams, there are mitigations of different avenues within the actual geology there and the top, you know? There is quite a difference in grade in this property, right? And I just remind us that it's 1000 acres, we're not looking at a 2-acre site, or a 3-acre, or even a 20-acre site, so there's quite a bit of land there to provide these buffers and things of that nature and make sure that we still create a great development. So I do appreciate the opportunity to stand before this evening, I've had the opportunity and the pleasure, again, of meeting you all before and working with your staff and we are very much looking forward to continue partnership here and bring this home at the end of the day and putting a shovel in the ground, so it's something that I'm personally committed to and really do appreciate the opportunity here this evening, and I'm obviously available to answer any questions that you all may have for me."

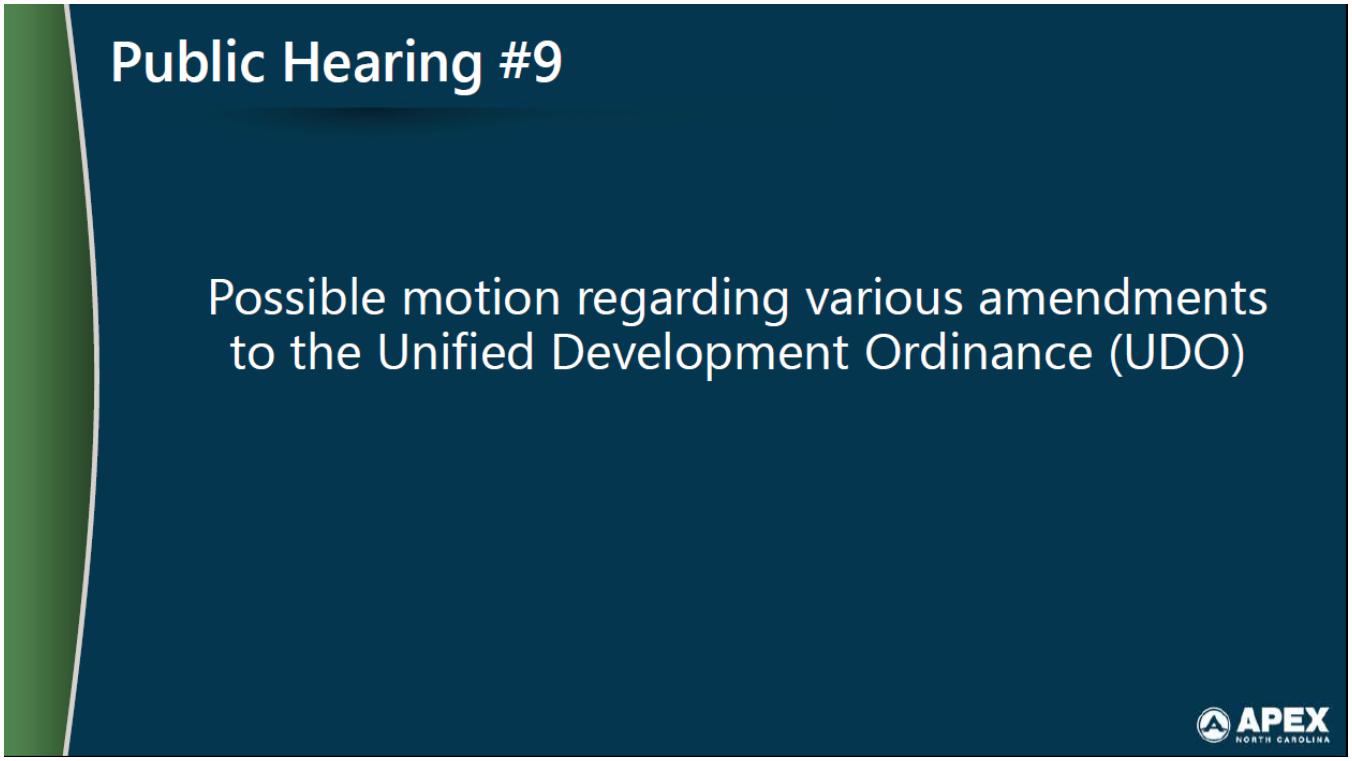
Mayor Gilbert thanked Mr. Graziosi for his comments

A **motion** to approve was made by **Councilmember Brett Gantt,** seconded by **Councilmember Edward Gray,** to approve the Veridea Environmental Enhancement Plan.

VOTE: UNANIMOUS

PH9 Unified Development Ordinance (UDO) Amendments - February 2023

Ms. Bunce gave a presentation regarding the UDO Amendments for February 2023



Amendment #1

1. Amendments to Sec. 8.2.6.B.4 *Landscape Buffers Between Land Uses, Land Use Classes* in order to update the use names "Warehousing, general" and "Wholesaling distribution center" and add the use "Warehousing fulfillment center" in the list of Class 6 land uses.

8.2.6.B *Landscape Buffers Between Land Uses*

...

4) *Land Use Classes*

The 6 land use classes appearing in Table 1 include the following uses:

...

f) *Class 6:*

...

Warehousing**, general**

Warehousing fulfillment center

...

Wholesaling, ~~general~~ **distribution center**

...

1

Amendment #2

2. Amendments to Sec. 8.3.2.A *Off-Street Parking Schedule "A"* in order to remove the use "Wholesaling, general" from the Commercial Uses section of the table as it is an Industrial Use. This amendment would not change the parking requirement for this use which was recently renamed to "Wholesaling distribution center".

8.3.2 *Off-Street Parking Schedule*

A) Off-Street Parking Schedule "A"

Unless otherwise expressly stated in this Code, off-street motor vehicle and bicycle parking spaces shall be provided in accordance with Table 8.3-1. Electric vehicle charging space requirements shall be provided in accordance with Sec. 8.3.11 *Electric Vehicle Charging Spaces*.

Table 8.3-1: Off-Street Parking Schedule "A"

Use	Minimum Number of Motor Vehicle Spaces Required	Minimum Number of Bicycle Spaces Required
Commercial Uses		
...	...	...
~~Wholesaling, general~~	~~Schedule B~~	~~2 spaces~~
...	...	...
Industrial Uses		
All uses	Schedule B	2 spaces

2



A **motion** was made by **Mayor Pro Temporepore Audra Killingsworth**, seconded by **Councilmember Arno Zegerman,** to approve the Unified Development Ordinance Amendments of February 2023.

VOTE: UNANIMOUS (5-0)

ADJOURNMENT

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: March 14, 2023

Item Details

Presenter(s): Shelly Mayo, Planner II

Department(s): Planning

Requested Motion

Motion to approve Statement of the Town Council and Ordinance for Rezoning Case #22CZ19 The Heights PUD. Charm City Developers, LLC is the applicant for the properties located at 406 S. Salem Street, 0 Harwood Street, and 0 First Street.

Approval Recommended?

Planning Department recommends approval.

Item Details

Rezoning Case #22CZ19 was approved at the February 28, 2023 Town Council meeting.

Attachments

- CN7-A1: Statement and Ordinance – Rezoning No. 22CZ19 The Heights PUD
- CN7-A2: Attachment A – Legal Description – Rezoning No. 22CZ19 The Heights PUD
- CN7-A3: Attachment B – Rezoning No. 22CZ19 The Heights PUD Text and Plan

STATEMENT OF TOWN COUNCIL AND ORDINANCE AMENDING THE OFFICIAL ZONING DISTRICT MAP OF THE TOWN OF APEX TO CHANGE THE ZONING OF APPROXIMATELY 1.34 ACRES LOCATED AT 406 S. SALEM STREET, 0 HARWOOD STREET, AND 0 FIRST STREET FROM HIGH DENSITY SINGLE FAMILY (HDSF) TO PLANNED UNIT DEVELOPMENT-CONDITIONAL ZONING (PUD-CZ)

#22CZ19

WHEREAS, Charm City Developers, LLC, owner/applicant (the "Applicant"), submitted a completed application for a conditional zoning on the 1st day of September 2022 (the "Application"). The proposed conditional zoning is designated #22CZ19;

WHEREAS, the Planning Director for the Town of Apex, Dianne Khin, caused proper notice to be given (by publication and posting) of a public hearing on #22CZ19 before the Planning Board on the 13th day of February 2023;

WHEREAS, the Apex Planning Board held a public hearing on the 13th day of February 2023, gathered facts, received public comments and formulated a recommendation regarding the application for conditional zoning #22CZ19. A motion was made by the Apex Planning Board to recommend approval; the motion passed by a vote of 7 to 1 for the application for #22CZ19;

WHEREAS, pursuant to N.C.G.S. §160D-601 and Sec. 2.2.11.E of the Unified Development Ordinance, the Planning Director caused proper notice to be given (by publication and posting), of a public hearing on #22CZ19 before the Apex Town Council on the 28th day of February 2023;

WHEREAS, the Apex Town Council held a public hearing on the 28th day of February 2023. Shelly Mayo, Planner II, presented the Planning Board's recommendation at the public hearing;

WHEREAS, all persons who desired to present information relevant to the application for #22CZ19 and who were residents of Apex or its extraterritorial jurisdiction, or who owned property adjoining the property for which the conditional zoning is sought, were allowed to present evidence at the public hearing before the Apex Town Council. No one who wanted to speak was turned away;

WHEREAS, the Apex Town Council finds that the approval of the rezoning is consistent with the 2045 Land Use Plan and other adopted plans in that: The 2045 Land Use Map designates this area as High Density Residential. This designation on the 2045 Land Use Map includes the zoning district Planned Unit Development-Conditional Zoning. The proposed rezoning generally complies with the Town's Downtown Master Plan and Parking Study by providing up to 49 new residential dwelling units within a 10-minute walk of downtown, even though it does not include the Plan's specific use recommendations for this parcel. The Apex Town Council has further considered that the proposed rezoning to Planned Unit Development-Conditional Zoning (PUD-CZ) will maintain the character and appearance of the area and provide the flexibility to accommodate the growth in population, economy, and infrastructure consistent with that contemplated by the 2045 Land Use Map;

WHEREAS, the Apex Town Council finds that the approval of the rezoning is reasonable and in the public interest in that: The rezoning will encourage infill development, provide two (2) affordable housing units, construct a bus stop, and encourage walkability in a way that is consistent with the 2019 Downtown Master Plan and Parking Study. The rezoning will encourage compatible development of the property and increase the tax base; and

WHEREAS, the Apex Town Council by a vote of 5 to 0 approved Application #22CZ19 rezoning the subject tract located at 406 S. Salem Street, 0 Harwood Street, and 0 First Street from High Density Single-Family (HDSF) to Planned Unit Development-Conditional Zoning (PUD-CZ).

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

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

Section 2: The Town of Apex Unified Development Ordinance, including the Town of Apex North Carolina Official Zoning District Map which is a part of said Ordinance, is hereby amended by changing the zoning classification of the "Rezoned Lands" from High Density Single-Family (HDSF) to Planned Unit Development-Conditional Zoning (PUD-CZ) District, subject to the conditions stated herein.

Section 3: The Planning Director is hereby authorized and directed to cause the said Official Zoning District Map for the Town of Apex, North Carolina, to be physically revised and amended to reflect the zoning changes ordained by this Ordinance.

Section 4: The "Rezoned Lands" are subject to the conditions in Attachment "B" The Heights PUD which are imposed as part of this rezoning.

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

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

Motion by Council Member_____

Seconded by Council Member_____

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

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

This the _____ day of _____ 2023.

TOWN OF APEX

_____
Mayor

ATTEST:

_____
Town Clerk

APPROVED AS TO FORM:

_____
Town Attorney

Attachment 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 Town of Apex, White Oak Township, Wake County, North Carolina and described more fully as follows to wit:

BEGINNING at an existing iron pipe (with witness marker) located North 27° 52' 43" West, 16.67 feet from a 6" nail set having NAD 83 (2011) coordinate values of North 719,554.29 feet, East 2,043,074.17 feet; thence South 63° 38' 29" East, 134.36 feet to an iron pipe set; thence South 29° 48' 10" West, 288.45 feet to a magnetic nail set; thence North 89° 25' 43" West, 170.27 feet to an existing concrete monument; thence North 89° 26' 05" West, 44.39 feet to an existing iron pipe (with T-post witness); thence North 28° 47' 11" East, 186.97 feet to an existing iron pipe (with T-post witness); thence North 64° 02' 41" West, 40.46 feet to a point; thence North 29° 16' 05" East, 49.71 feet to a point; thence South 63° 55' 16" East, 40.65 feet to an existing concrete monument; thence South 65° 13' 18" East, 50.56 feet to an existing concrete monument; thence North 32° 21' 21" East, 144.34 feet to the BEGINNING, containing 1.333 total acres (58,070 square feet) more or less.

The sole purpose of this description is to define the Planned Unit Development Boundary and for no other use.



Attachment B

PD PLAN

The Heights

A PLANNED UNIT DEVELOPMENT

APEX, NORTH CAROLINA

OWNER/DEVELOPER:

CHARM CITY DEVELOPERS, LLC

September 1, 2022

Revised: 11/1/22

Revised: 12/23/22

Revised: 1/25/23

Revised: 2/9/23

Revised: 2/17/23

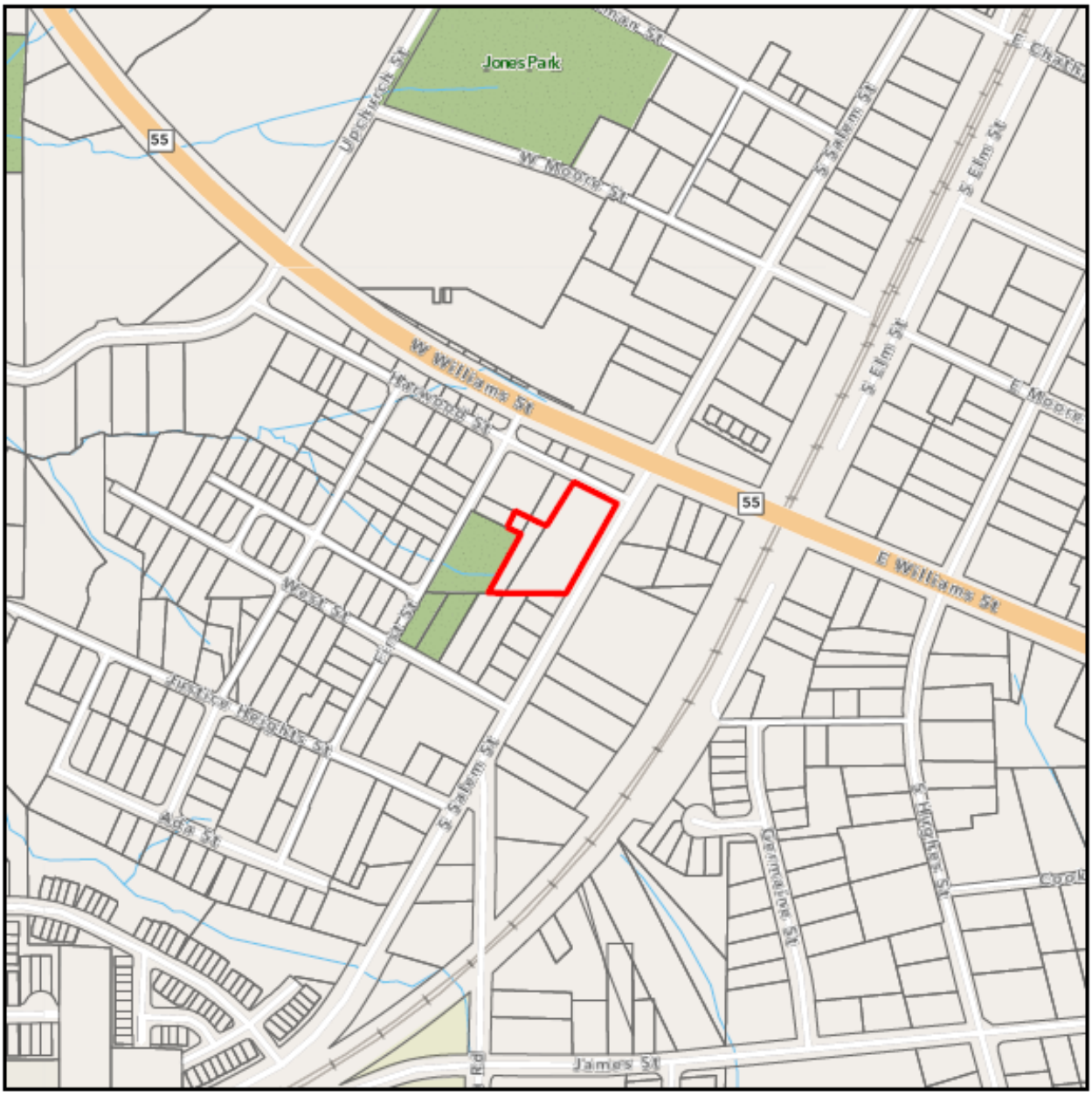
Revised: 2/28/23

Jones & Cnossen Engineering, PLLC
221 N. Salem Street, Suite 001
P.O. Box 1062
Apex, NC 27502
(919)387-1174

SECTION 1 – TABLE OF CONTENTS

SECTION	HEADING	PAGE
SECTION 1	TABLE OF CONTENTS.....	1
SECTION 2	VICINITY MAP.....	2
SECTION 3	PROJECT DATA.....	3
SECTION 4	PURPOSE STATEMENT.....	3
SECTION 5	PERMITTED USES.....	4
SECTION 6	DESIGN CONTROLS.....	4
SECTION 7	ARCHITECTURAL STANDARDS.....	4
SECTION 8	PARKING AND LOADING.....	5
SECTION 9	SIGNS.....	5
SECTION 10	NATURAL RESOURCES AND ENVIRONMENT DATA.....	5
SECTION 11	STORMWATER MANAGEMENT.....	6
SECTION 12	PARKS AND RECREATION.....	6
SECTION 13	PUBLIC FACILITIES.....	7
SECTION 14	PHASING.....	8
SECTION 15	CONSISTENCY.....	8
SECTION 16	COMPLIANCE WITH THE UDO.....	8
SECTION 17	AFFORDABLE HOUSING.....	9

SECTION 2 – VICINITY MAP



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.*

SECTION 3 – PROJECT DATA

A. Project name: The Heights – PUD

B. Owner/Developer: Charm City Developers, LLC
4201 Taylor Hall Pl. – Chapel Hill, NC 27517

C. Prepared by: Jones & Cnossen Engineering, PLLC
221 N. Salem Street, Ste. 001 – Apex, NC, 27502

D. Designated Single Point of Contact:
Patrick L. Kiernan (Jones & Cnossen Engineering, PLLC)

E. Current and Proposed Zoning of the Property:
Current zoning: HD-SF (High Density Single Family)
Proposed zoning: PUD-CZ

F. Current and Proposed Land Uses:
Current: Vacant
Proposed: Residential

G. Current and Proposed 2045 Land Use Designation.
Current: Office Employment
Proposed: High Density Residential

H. Parcel Information:

Wake County Tax Identification Number	Acreage
0741-39-0442	1.33 acres (Small Town Character Overlay District)
0741-29-9306	
0741-29-8458 (Partial)	

SECTION 4 – PURPOSE STATEMENT

The Heights PUD is a proposed High Density Multi-Family Residential project, consisting of apartments or condominium units, which would be developed under the Town of Apex ordinance as a Planned Unit Development (PUD). The project contains two full parcels and one partial parcel within the Small Town Character Overlay District, and is being developed by Charm City Developers, LLC. The project is located at the corner of S. Salem Street and Harwood Street, and the existing parcels are currently vacant.

The proposal to rezone these properties to PUD-CZ is in keeping with the Town's Downtown Plan, as this project would help fulfill the goal for more residential units within the 10-minute walk (½ mile) radius of the heart of downtown, while also offering an urban-type design of high density multi-family units in the area directly adjacent to the planned location of the Town's future Multi-modal Transit Center. This is also in keeping with the objectives of Transit-Oriented Development, a strategy encouraged for Downtown Apex in anticipation of the new NCDOT S-Line passenger rail that will connect parts of North Carolina and Virginia.

SECTION 5 – PERMITTED USES

The Rezoned Land 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.

- Condominium
- Multi-family or Apartment
- Utility, minor
- Park, active
- Park, passive
- Greenway

SECTION 6 – DESIGN CONTROLS

Maximum Density:	40 units per acre
Minimum Lot Width:	No minimum
Maximum Number of Dwelling Units:	49
Parking Requirement:	1.3 spaces per dwelling unit
Maximum Built-Upon Area:	75%
Maximum Building Height:	60' and 4 stories
Maximum Front Setback:	25'
Minimum Front Setback:	0'
Minimum Rear Setback:	15'
Minimum Side Setback:	10'
Note: Balconies, patios, decorative features, or other accessory structures may encroach into the S. Salem Street R/W with appropriate encroachment permission from Town of Apex Development Services.	

SECTION 7 – ARCHITECURAL STANDARDS

The architectural standards for this project shall comply with Section 6.3.1, *Small Town Character Overlay District* of the Town of Apex UDO, unless specifically noted otherwise in this document. The building scale and mass for this multi-family residential building shall be compatible with the established character of traditional Downtown Apex architecture. Building materials to be used for the project shall include a variety and diversity of colors, textures, and features; details of which shall be provided at the time of Minor Site Plan. The building shall not be required to comply with Section 6.3.1.G.4 of the Town of Apex UDO regarding the width of the façade. Instead, the scale of the building will be appropriate to the building type and will also relate appropriately to the long-term vision for this neighborhood, as outlined in the Town of Apex Downtown Plan. Building elevations shall comply with Section 6.3.1.H, *Residential Architectural Character,* of the Town of Apex UDO for all multi-family requirements (this does not include conditions pertaining to single family architectural standards).

Durable Materials

New building façades along publicly accessible rights-of-way shall include durable materials in keeping with surrounding buildings - brick/masonry (no concrete block), hardcoat stucco (no EIFS), cementitious or wood siding (no vinyl), and assorted trim elements of quality construction such as wood, aluminum storefront, and similar systems. Furthermore, at the ground floor along public rights-of-way and pedestrian pathways, exterior structural building elements including structured parking will be clad with brick and/or traditional hard coat stucco, cementitious siding, and/or high quality metal trim and screening.

Site Lighting

Adequate lighting of the sidewalk and street area is essential to creating a safe and inviting streetscape. Additional street lighting may be necessary to achieve the appropriate levels needed within the downtown corridor. A supplementary lighting plan will be provided at the time of Minor Site Plan. Light poles within the parking lot shall be limited to 18-feet in height and shall be full cut-off fixtures.

Structured Parking

Structured parking below or adjacent to new development will be screened with elements that carry architectural features of primary structures. Openings in structures will be designed to be in scale with window fenestration of occupied space on the same facade of the building and will be softened with architectural screening such as metal lattices, mullions matching building patterns, or similar features. No unimproved concrete or steel structures visible from any right of way are permitted. Exterior building materials will conform to the standards in the above "Durable Materials" section.

SECTION 8 – PARKING AND LOADING

Parking and loading requirements shall be based on the rate of 1.3 parking spaces per dwelling unit for 1-2 bedroom units. This ratio is in keeping with Town of Apex staff recommendation, based on comparable projects in Town.

All other parking design standards, including requirements for accessible parking, bicycle parking, and electric-vehicle charging stations, shall comply with Section 8.3, *Off-street Parking and Loading,* of the Town of Apex UDO.

SECTION 9– SIGNS

Signage for this project will comply with Section 8.8, *Signs,* of the Town of Apex UDO.

SECTION 10 – NATURAL RESOURCE AND ENVIRONMENTAL DATA:

A. This project is located in the Upper Beaver Creek drainage basin which is in the Cape Fear Basin. This project currently falls within the Secondary Watershed Protection Overlay District as shown on Town of Apex Watershed Protection Overlay District Map.

B. There is no FEMA mapped floodplain within these parcels as shown on FEMA FIRM Map #3720074100J, dated May 2, 2006.

C. It has been determined that there are no jurisdictional streams, wetlands or riparian buffers located on this project.

D. There are no known historic structures on this project.

E. No resource conservation area or buffers are required for this PUD due to its location within the Small Town Character Overlay District, per Section 6.3.1.D.6 of the Town of Apex UDO.

F. Because this project is within the Small Town Character Overlay District, it is not required to go through the Environmental Advisory Board. With that said, these standard, EAB-recommended conditions shall also apply with this project:

   1. At least 75% of the plant species used in the landscape design shall be native species.
   2. Warm season grasses and landscaping that requires less irrigation and chemical uses shall be planted to facilitate drought resistance.
   3. A minimum of two (2) pet waste stations shall be installed within the development.
   4. Electric vehicle charging spaces shall be provided at a rate of 5% of all required motor vehicle parking spaces, an increase from Table 8.3-9 of the Town of Apex UDO.

SECTION 11 – STORMWATER MANAGEMENT

The Heights PUD will meet all applicable requirements and standards as described in Section 6.1, *Watershed Protection Overlay Districts,* of the Town of Apex UDO. This project will meet all stormwater reduction requirements including limiting the post-development stormwater flows to not exceed the pre-development stormwater runoff for the 1-year and 10-year 24 hour storm events.

The Heights PUD will use approved devices to control the stormwater and sediment runoff. These devices may include detention ponds, retention ponds, bioretention areas or any other approved SCM stormwater control. Stormwater control devices shall be landscaped and constructed to be an amenity to the development.

SECTION 12 – PARKS AND RECREATION

The Heights PUD was reviewed by the PRCR Advisory Commission at the November 30, 2022 meeting. The Advisory Commission unanimously recommended a fee-in-lieu of dedication for the project. Staff presented the concept of a sidewalk connection from West Street Park to the project, and it was supported with the location to be determined at the time of the site plan approval. The rate of the fee-in-lieu will be set at the time of the Town Council action on the rezoning and run with the life of the project.

SECTION 13 – PUBLIC FACILITIES

A. General Roadway Infrastructure

As shown on the PUD Layout Plan (sheet 2), all access points and planned vehicular circulation are conceptual and will be finalized at the time of Development Plan review and approval. A 10' right-of-way dedication would be provided along the S. Salem Street frontage, to complete ½ of the full 80' R/W for this section of S. Salem Street, as per the Town of Apex Thoroughfare and Collector Street Plan.

B. Pedestrian Facilities

For pedestrian connectivity, sidewalk circulation will be provided around all sides of the building, including connections made directly to S. Salem Street and Harwood Street. Where sidewalk already exists within the S. Salem Street or Harwood Street R/W's, additional, parallel sidewalks shall not be required to achieve the circulation around the building.

C. Public Transit

This project shall provide and construct one public bus stop along S. Salem Street within the project boundaries, with the exact location to be determined at the time of Minor Site Plan. The bus stop shall meet the approved Town of Apex bus stop standard construction specifications ("Town standards"), and be contained within the Town's public right-of-way if at all possible (and otherwise an easement shall be dedicated for maintenance of the bus stop into the future). The scope shall be dependent on the following conditions:

- If a bus route is in operation to service the stop at the time of site plan approval, the developer shall be responsible concrete site work and the purchase and installation of a bench, trash can, and two bike racks. All sitework and amenities shall comply with Town standards.
- If no such bus service is in operation at the time of site plan approval, the developer shall only be responsible for concrete site work which shall comply with Town standards. No installed amenities (bench, trash can, bike racks) shall be required by the Town.
- However, if the developer chooses to do so, they may purchase and install a bench and trash can even if no bus service will serve the stop at the time of site plan approval. In this case, the bench and trash can may be used to satisfy the UDO's public amenity requirement. All site work and amenities must comply with Town standards.

D. Water and Sanitary Sewer

As shown on the PUD Utility Plan (sheet 4), public sanitary sewer and public water are available within S. Salem Street as well as Harwood Street. Precise locations of utility service connections will be determined at the time of Minor Site Plan. Town of Apex standards and specifications shall be followed for all utility connections made to public sewer and water.

E. Storm Drainage

This project proposes to abandon the existing 30' public drainage easement on the northeast corner of the property, with the understanding that an alternate stormwater design will need to be approved by the Water Resources Director at Minor Site Plan and constructed by the developer. There is also an existing public storm drain that is internal to the project that was installed without a public drainage easement. This pipe would also be subject to re-alignment with this PUD proposal. Abandonment of any public stormwater easements would follow the Town's typical easement abandonment process. Any additional public drainage easements will be recorded at the time of Site Plan Final Plat.

F. Other Utilities

Electricity will be provided by Apex Electric. Phone, cable, and gas will be provided by the developer and shall meet the Town of Apex standards as outlined in the UDO.

G. Community Engagement

This project lies within the historic Justice Heights neighborhood, so to recognize the importance of this community to the history of Apex, a special feature will be provided on site, such as an historical marker, sculpture, mural, etc. The location shall be determined by the developer with the agreement of the Technical Review Committee prior to Minor Site Plan approval.

SECTION 14 – PHASING

It is anticipated that this project will be constructed in one phase.

SECTION 15 – CONSISTENCY WITH LAND USE PLAN

The Town of Apex 2045 Land Use Map currently designates these parcels as Office Employment, meaning a change to the 2045 Land Use Map would be necessary for this rezoning. This PUD proposes to change the 2045 LUM designation to High Density Residential for these parcels. While this proposal is not consistent with the current 2045 Land Use Map, we believe this PUD is in keeping with the Town of Apex Downtown Plan, and that the proposed uses are compatible with, and would be supported by, the surrounding community.

SECTION 16 – COMPLIANCE WITH THE UDO

The proposed plans for The Heights PUD are in compliance with the standards and allowances provided in the current approved version of the Town of Apex Unified Development Ordinance. Any variances from UDO requirements, including, but not limited to, those found in the Small Town Character Overlay District, have been noted in this plan.

SECTION 17 – AFFORDABLE HOUSING

The Affordable Housing condition for this project may be applied in one of two ways, depending on the proposed use of the building at the time of Minor Site Plan. The specific floor plan selection, including unit size and number of bedrooms, shall be chosen at the discretion of the developer at the time of Minor Site Plan.

A. Rental product scenario (Multi-family or Apartment)

A minimum of two (2) residential units (as shown at the time of Minor Site Plan) shall be designated as restricted low-income affordable housing rental units (the "Affordable Units") for a minimum affordability period of twenty (20) years starting from the date of issuance of the first residential Certificate of Occupancy (the "Affordable Restriction Period"). The Affordable Units shall be occupied by low-income households earning no more than eighty percent (80%) of the Raleigh, NC Metropolitan Statistical Area (MSA) Area Median Income (AMI), adjusted for family size, as most recently published by the U.S. Department of Housing and Urban Development (HUD). The Affordable Units shall either be 1-bedroom or 2-bedroom units and rented to low-income households during the Affordable Restriction Period at maximum rent limits per bedroom size, no greater than eighty percent (80%) of the Raleigh, NC MSA AMI as most recently published by the 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. Prior to issuance of the first residential Certificate of Occupancy, a restrictive covenant between the Town and property owner shall be executed and recorded in the Wake County Registry to memorialize the affordable housing terms and conditions. During the Affordable Restriction Period, either the property owner or management company shall be responsible for performing all property management and administration duties to ensure compliance with this affordable housing condition and shall submit annual compliance reports to the Town verifying compliance with this affordable housing condition. Following expiration of the Affordable Restriction Period, this affordable housing condition shall expire, and the property owner shall be relieved of all obligations set forth in this affordable housing condition, and the Affordable Units may freely be marketed and leased at market-rate rents.

B. Ownership product scenario (Condominium)

Of the permitted residential condo dwellings, at least two (2) restricted median income affordable housing condo ownership units (Affordable Housing Units) shall be constructed on-site and sold at a mutually agreeable maximum affordable housing median-income ownership sales price that is calculated based upon the one-hundred percent (100%) of the Raleigh, NC Metropolitan Statistical Area (MSA) Area Median Income (AMI) as most recently published by the U.S. Department of Housing and Urban Development (HUD). The Affordable Housing Units shall be occupied by households earning no more than one hundred percent (100% - Median-Income) of the Raleigh, NC MSA AMI, adjusted for family size as most recently published by HUD. The two (2) Affordable Housing units shall be identified on the Condominium Final Plat, which may be amended from time to time. A restrictive covenant (i.e. unit reservation agreement) shall be recorded against the two (2) Affordable Housing units prior to the Condominium Final Plat, and a separate restrictive covenant (i.e. resale deed restriction) with a minimum affordability period of ten (10) years shall be recorded against each of the Affordable Housing units at purchase closing to memorialize the affordable housing terms and conditions of the approved zoning condition.

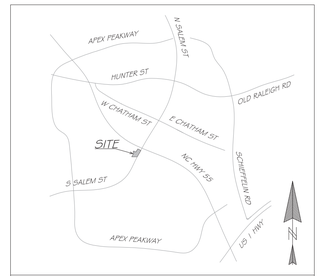
THE HEIGHTS

PLANNED UNIT DEVELOPMENT



0 50 100 200

GRAPHIC SCALE



VICINITY MAP
N.T.S.

SITE DATA	
PROJECT NAME	THE HEIGHTS - PUD
PREPARER'S CONTACT INFORMATION	JONES & CNOSSEN ENGINEERING, PLLC P.O. BOX 1062 APEX, NORTH CAROLINA 27502 PHONE - (919) 387-1174 FAX - (919) 387-3375 CONTACT PERSON - PATRICK L. KIERNAN
OWNER / DEVELOPER CONTACT INFORMATION	CHARM CITY DEVELOPERS, LLC 4201 TAYLOR HALL PLACE CHAPEL HILL, NC 27517 PHONE - (919) 703-6203 CONTACT PERSON - ANDREW ROSS
CURRENT ZONING	HIGH DENSITY SINGLE-FAMILY (HD-SF)
PROPOSED ZONING	PUD-CZ
CURRENT 2045 LAND USE MAP DESIGNATION	OFFICE EMPLOYMENT
PROPOSED 2045 LAND USE MAP DESIGNATION	HIGH DENSITY RESIDENTIAL
WAKE COUNTY PINS	0741-39-0442, 0741-29-9306, 0741-29-8458 (PARTIAL)
TOTAL PROJECT AREA	1.33 ACRES
MAXIMUM DENISTY	40 UNITS/ACRE
MAXIMUM NUMBER OF DWELLING UNITS	49
AREA PROPOSED AS NON-RESIDENTIAL	0 ACRES
REQUIRED RCA / BUFFER AREA	N/A (SMALL TOWN CHARACTER OVERLAY DISTRICT IS EXEMPT)
MAXIMUM BUILT UPON AREA FOR PUD	1.00 ACRES (75%)
MAXIMUM BUILDING HEIGHT	60' OR 4 STORIES
OFF STREET PARKING	1.3 SPACES PER DWELLING UNIT
PUBLIC RECREATION REQUIREMENT	FEE-IN-LIEU FOR MULTI-FAMILY UNITS (RATE TBD)
WATERSHED INFORMATION	SECONDARY; UPPER BEAVER CREEK BASIN
HISTORIC STRUCTURES?	NO
PHASED DEVELOPMENT	NO
FEMA FLOODPLAIN INFORMATION	MAP #3720074100J (DATED MAY 2, 2006) - PROJECT IS NOT WITHIN 100 YEAR FLOODPLAIN

PERMITTED USES:

- MULTI-FAMILY OR APARTMENT
- CONDOMINIUM
- UTILITY, MINOR
- PARK, ACTIVE
- PARK, PASSIVE
- GREENWAY

MINIMUM BUILDING SETBACKS	
FRONT	0'
REAR	15'
SIDES	10'

PD PLAN - DRAWING SHEET INDEX

1 COVER SHEET
2 PRELIMINARY LAYOUT PLAN
3 EXISTING CONDITIONS PLAN
4 PRELIMINARY UTILITY PLAN

THIS SHEET IS FOR
ILLUSTRATIVE PURPOSES ONLY

PRELIMINARY PLANS
NOT FOR CONSTRUCTION

Jones & Cnossen
ENGINEERING, PLLC
Civil Engineering | Construction Management | Land Planning

221 N. SALEM ST.
SUITE 001
PO BOX 1062
APEX, NC 27502
Office: 919-387-1174
Registration: P-0151
www.jonescnossen.com

NORTH CAROLINA PROFESSIONAL SEAL 049938 ENGINEER PATRICK L KIERNAN
12/23/22

THE HEIGHTS
PLANNED UNIT DEVELOPMENT
WAKE COUNTY, NORTH CAROLINA
TOWN OF APEX

COVER SHEET

SCALE 1"= 100'
DRAWN PLK
DATE SEPTEMBER 1, 2022

REVISION	
11/3/22	PER TRC
12/23/22	PER TRC

SHEET 1
PROJECT 2150

PRELIMINARY PLANS
NOT FOR CONSTRUCTION

TOWN REQUIRED PUD NOTES:

1. PROTECTION FENCING MUST BE PLACED AWAY FROM ANY SAVED TREE ONE FOOT FOR EACH INCH OF TREE CALIPER. PROTECTION FENCING MUST BE PLACED AT LEAST 10 FEET AWAY FROM ANY OTHER DESIGNATED RESOURCE CONSERVATION AREA, SUCH AS BUT NOT LIMITED TO HISTORIC BUILDINGS AND STRUCTURES, WETLANDS, AND PONDS. PROTECTION FENCING MUST BE PLACED ALONG THE OUTSIDE LINE OF THE 100-YEAR FLOODPLAIN, AND THE OUTSIDE EDGE OF ANY RIPARIAN BUFFER. ADDITIONAL PROTECTION FENCING MAY BE REQUIRED IN OTHER LOCATIONS CLOSE TO CONSTRUCTION ACTIVITY WHERE IT IS DEEMED NECESSARY BY THE ZONING ENFORCEMENT OFFICER; SUCH AREAS MAY INCLUDE BUT ARE NOT LIMITED TO COMMON PROPERTY LINES OR NEAR PUBLIC AREAS (SIDEWALKS, ETC.).
2. SITE ELEMENTS REQUIRED TO SATISFY RECREATIONAL REQUIREMENTS SUCH AS BUT NOT LIMITED TO PLAY FIELDS AND GREENWAY TRAILS AND ITEMS TYPICALLY ASSOCIATED WITH THEM (BENCHES, TRASH CONTAINERS, SIGNS, ETC.) MUST MEET ANY APPLICABLE STANDARDS FOUND IN THE TOWN OF APEX STANDARD SPECIFICATIONS AND CONSTRUCTION DETAILS AND THE REQUIREMENTS OF THE TOWN OF APEX PARKS AND RECREATION DEPARTMENT.
3. ALL REQUIRED SITE ELEMENTS SHOWN WITHIN A PARTICULAR PHASE MUST BE INSTALLED BEFORE A FINAL CERTIFICATE OF OCCUPANCY MAY BE ISSUED FOR ANY BUILDING WITHIN THAT PHASE.
4. NO SIGNS ARE APPROVED AS PART OF A PUD-CZ PLAN APPROVAL. A SEPARATE SIGN PERMIT MUST BE OBTAINED.

NOTES:

1. BOUNDARY, TOPOGRAPHIC AND EXISTING CONDITION INFORMATION WAS TAKEN FROM A SURVEY COMPLETED BY SMITH & SMITH SURVEYORS.
2. THE SITE HAS BEEN EVALUATED FOR THE EXISTENCE OF WETLANDS AND STREAMS BY TERRACON CONSULTANTS, INC., AND NONE ARE PRESENT ON THIS SITE AS SHOWN HEREON.
3. NO FEMA MAPPED FLOODPLAIN EXISTS ON THIS PROPERTY PER FEMA MAP #3720074100J (DATED MAY 2, 2006).
4. THIS SITE IS LOCATED WITHIN THE SECONDARY WATERSHED PROTECTION OVERLAY DISTRICT.
5. INSTALLATION OF SILT FENCE SHALL MAINTAIN 3' OF CLEARANCE AROUND FIRE HYDRANTS.
6. PER THE TOWN OF APEX THOROUGHFARE AND COLLECTOR STREET PLAN, S. SALEM STREET CARRIES THE DESIGNATION OF 3-LANE THOROUGHFARE, MEANING A 10' R/W DEDICATION SHALL BE REQUIRED IN ORDER TO PROVIDE 1/2 OF THE ULTIMATE 80' R/W FOR S. SALEM STREET.
7. PLAN SHEETS ARE INTENDED FOR ILLUSTRATIVE USE ONLY.

PLANNING NOTES:

1. IN LIEU OF A FULL TRANSPORTATION IMPACT ANALYSIS, A TRIP GENERATION LETTER HAS BEEN PROVIDED WITH THIS PUD SUBMITTAL.
2. ALL SIGNAGE SHALL COMPLY WITH TOA UDO SECTION 8.7, SIGNS

NOW OR FORMERLY
MARIAN MORING
PIN: 0741-29-7165
ZONED: HD SF
USE: VACANT

NOW OR FORMERLY
MARIAN MORING
PIN: 0741-29-8134
ZONED: HD SF
USE: SINGLE FAMILY

NOW OR FORMERLY
RENT TO FREEDOM LLC.
PIN: 0741-29-9159
ZONED: HD SF
USE: VACANT

NOW OR FORMERLY
ATM DEVELOPMENT, LLC
PIN: 0741-29-9284
ZONED: HD SF
USE: SINGLE TEN.

WEST STREET PARK
NOW OR FORMERLY
TOWN OF APEX
PIN: 0741-29-8308
ZONED: CB
USE: PUBLIC PARK

EX. CHAINLINK FENCE

NOW OR FORMERLY
ANFIELD ENTERPRISES, LLC
PIN: 0741-29-8458
ZONED: HD SF
USE: VACANT

NOW OR FORMERLY
JACQUELINE MCCLOUD
PIN: 0741-29-9517
ZONED: HD SF
USE: SINGLE FAMILY

EX. CHAINLINK FENCE

EX. RESIDENCE

EX. HVAC

NOW OR FORMERLY
MARY & CURTIS EPPS
PIN: 0741-39-0503
ZONED: HD SF
USE: SINGLE FAMILY

APPROXIMATE LOCATION OF PARKING

APPROXIMATE LOCATION OF 4-STORY CONDOMINIUM OR APARTMENT BUILDING

APPROXIMATE LOCATION OF PRIMARY ENTRANCE ONTO HARWOOD STREET (FULL ACCESS)

THE HEIGHTS
PUD = 1.33 ACRES

10' R/W DEDICATION

EX. STANDARD CURB & GUTTER

EX. SPEED LIMIT SIGN

S. SALEM STREET

EX. 30' PUBLIC DRAINAGE EASEMENT TO BE ABANDONED

EX. VARIABLE WIDTH ELECTRIC EASEMENT

HARWOOD STREET

EX. VALLEY CURB & GUTTER

NOW OR FORMERLY
SAULS INVESTMENT
PROPERTIES, LLC
PIN: 0741-39-0616
ZONED: B1
USE: VACANT

NOW OR FORMERLY
SAULS INVESTMENT
PROPERTIES, LLC
PIN: 0741-39-0673
ZONED: B1
USE: VACANT

NOW OR FORMERLY
SAULS INVESTMENT
PROPERTIES, LLC
PIN: 0741-39-1559
ZONED: B1
USE: SERVICE GARAGE

EX. DRIVEWAY

NOW OR FORMERLY
APEX FIRST BAPTIST CHURCH
PIN: 0741-39-2120
ZONED: B1
USE: CHURCH

EX. 5' CONCRETE SIDEWALK

NOW OR FORMERLY
MARY ELIZABETH HORTON
PIN: 0741-39-2365
ZONED: B1
USE: VACANT

NOW OR FORMERLY
ARTHUR DOVE
PIN: 0741-39-2499
ZONED: B1
USE: SINGLE TEN.

EX. DRIVEWAY

EX. STOP SIGN

NC 55 - W. WILLIAMS STREET

0 10 20 30
GRAPHIC SCALE

THIS SHEET IS FOR
ILLUSTRATIVE PURPOSES ONLY

Jones & Chossen ENGINEERING, PLLC
Civil Engineering | Construction Management | Land Planning
221 N. SALEM ST.
SUITE 001
PO BOX 1062
APEX, NC 27502
Office: 919-387-1174
Registration: P-0151
www.joneschossen.com

NORTH CAROLINA PROFESSIONAL SEAL 049936 ENGINEER PATRICK L KIERNAN 12/23/22

THE HEIGHTS
PLANNED UNIT DEVELOPMENT
WAKE COUNTY, NORTH CAROLINA
TOWN OF APEX

PRELIMINARY LAYOUT PLAN

SCALE	1"=20'
DRAWN	PLK
DATE	SEPTEMBER 1, 2022

REVISION	
11/3/22	PER TRC
12/23/22	PER TRC

SHEET 2
PROJECT 2150

PRELIMINARY PLANS
NOT FOR CONSTRUCTION

TOWN REQUIRED PUD NOTES:

1. PROTECTION FENCING MUST BE PLACED AWAY FROM ANY SAVED TREE ONE FOOT FOR EACH INCH OF TREE CALIPER. PROTECTION FENCING MUST BE PLACED AT LEAST 10 FEET AWAY FROM ANY OTHER DESIGNATED RESOURCE CONSERVATION AREA, SUCH AS BUT NOT LIMITED TO HISTORIC BUILDINGS AND STRUCTURES, WETLANDS, AND PONDS. PROTECTION FENCING MUST BE PLACED ALONG THE OUTSIDE LINE OF THE 100-YEAR FLOODPLAIN, AND THE OUTSIDE EDGE OF ANY RIPARIAN BUFFER. ADDITIONAL PROTECTION FENCING MAY BE REQUIRED IN OTHER LOCATIONS CLOSE TO CONSTRUCTION ACTIVITY WHERE IT IS DEEMED NECESSARY BY THE ZONING ENFORCEMENT OFFICER; SUCH AREAS MAY INCLUDE BUT ARE NOT LIMITED TO COMMON PROPERTY LINES OR NEAR PUBLIC AREAS (SIDEWALKS, ETC.).
2. SITE ELEMENTS REQUIRED TO SATISFY RECREATIONAL REQUIREMENTS SUCH AS BUT NOT LIMITED TO PLAY FIELDS AND GREENWAY TRAILS AND ITEMS TYPICALLY ASSOCIATED WITH THEM (BENCHES, TRASH CONTAINERS, SIGNS, ETC.) MUST MEET ANY APPLICABLE STANDARDS FOUND IN THE TOWN OF APEX STANDARD SPECIFICATIONS AND CONSTRUCTION DETAILS AND THE REQUIREMENTS OF THE TOWN OF APEX PARKS AND RECREATION DEPARTMENT.
3. ALL REQUIRED SITE ELEMENTS SHOWN WITHIN A PARTICULAR PHASE MUST BE INSTALLED BEFORE A FINAL CERTIFICATE OF OCCUPANCY MAY BE ISSUED FOR ANY BUILDING WITHIN THAT PHASE.
4. NO SIGNS ARE APPROVED AS PART OF A PUD-CZ PLAN APPROVAL. A SEPARATE SIGN PERMIT MUST BE OBTAINED.

NOTES:

1. BOUNDARY, TOPOGRAPHIC AND EXISTING CONDITION INFORMATION WAS TAKEN FROM A SURVEY COMPLETED BY SMITH & SMITH SURVEYORS.
2. THE SITE HAS BEEN EVALUATED FOR THE EXISTENCE OF WETLANDS AND STREAMS BY TERRACON CONSULTANTS, INC., AND NONE ARE PRESENT ON THIS SITE AS SHOWN HEREON.
3. NO FEMA MAPPED FLOODPLAIN EXISTS ON THIS PROPERTY PER FEMA MAP #3720074100J (DATED MAY 2, 2006).
4. THIS SITE IS LOCATED WITHIN THE SECONDARY WATERSHED PROTECTION OVERLAY DISTRICT.
5. PLAN SHEETS ARE INTENDED FOR ILLUSTRATIVE USE ONLY.

NOW OR FORMERLY
MARIAN MORING
PIN: 0741-29-7165
ZONED: HD 5F
USE: VACANT

NOW OR FORMERLY
MARIAN MORING
PIN: 0741-29-8134
ZONED: HD 5F
USE: SINGLE FAMILY

WEST STREET PARK
NOW OR FORMERLY
TOWN OF APEX
PIN: 0741-29-8308
ZONED: CB
USE: PUBLIC PARK

NOW OR FORMERLY
RENT TO FREEDOM LLC.
PIN: 0741-29-9159
ZONED: HD 5F
USE: VACANT

NOW OR FORMERLY
ATM DEVELOPMENT, LLC
PIN: 0741-29-9284
ZONED: HD 5F
USE: SINGLE TEN.

NOW OR FORMERLY
KC2 HOLDINGS, LLC &
FMR INVESTMENTS, LLC
PIN: 0741-29-9306
ZONED: HD 5F
USE: VACANT

NOW OR FORMERLY
ANFIELD ENTERPRISES, LLC
PIN: 0741-29-8458
ZONED: HD 5F
USE: VACANT

NOW OR FORMERLY
JACQUELINE MCCLOUD
PIN: 0741-29-9517
ZONED: HD 5F
USE: SINGLE FAMILY

NOW OR FORMERLY
MARY & CURTIS EPPS
PIN: 0741-39-0503
ZONED: HD 5F
USE: SINGLE FAMILY

NOW OR FORMERLY
KC2 HOLDINGS, LLC &
FMR INVESTMENTS, LLC
PIN: 0741-39-0442
ZONED: HD 5F
USE: VACANT

NOW OR FORMERLY
SAULS INVESTMENT
PROPERTIES, LLC
PIN: 0741-39-0616
ZONED: B1
USE: VACANT

NOW OR FORMERLY
SAULS INVESTMENT
PROPERTIES, LLC
PIN: 0741-39-0673
ZONED: B1
USE: VACANT

NOW OR FORMERLY
SAULS INVESTMENT
PROPERTIES, LLC
PIN: 0741-39-1559
ZONED: B1
USE: SERVICE GARAGE

NOW OR FORMERLY
APEX FIRST BAPTIST CHURCH
PIN: 0741-39-2120
ZONED: B1
USE: CHURCH

NOW OR FORMERLY
MARY ELIZABETH HORTON
PIN: 0741-39-2365
ZONED: B1
USE: VACANT

NOW OR FORMERLY
ARTHUR DOVE
PIN: 0741-39-2499
ZONED: B1
USE: SINGLE TEN.

THE HEIGHTS
PUD = 1.33 ACRES

S. SALEM STREET

HARWOOD STREET

NC 55 - W. WILLIAMS STREET

22" GUM
20" GUM
20" GUM
22" GUM
30" POPLAR
24" PINE
18" GUM
18" PINE
18" PINE
18" PINE
20" PINE
20" POPLAR
18" PINE
18" PINE
36" PECAN
34" GUM
EX. SHED
EX. RESIDENCE
EX. RESIDENCE
EX. HVAC
EX. SATELLITE DISH
EX. MAILBOX
EX. DRIVEWAY
EX. DRIVEWAY
EX. UTILITY CABINET
EX. STANDARD CURB & GUTTER
EX. SPEED LIMIT SIGN
EX. STORM MANHOLE
EX. CATCH BASIN (TYP.)
EX. STOP SIGN
EX. UTILITY INDICATORS AND CABINETS
EX. MH
EX. VALLEY CURB & GUTTER

EX. TREELINE
EX. CHAINLINK FENCE
EX. PROPERTY LINE (TO BE REMOVED)
EX. PROPERTY LINE (TO BE REMOVED)
EX. DRAINAGE OUTLET SUBMERGED
4" PVC DRAIN PIPE
14' ENCROACHMENT
EX. VARIABLE WIDTH SLOPE EASEMENT
EX. TREELINE
EX. OHW (TYP.)
EX. GAS LINE
EX. 24" RCP
EX. 18" RCP
EX. 24" RCP
EX. 15" RCP
EX. 30' PUBLIC DRAINAGE EASEMENT
EX. 8" SAN SEWER (TYP.)
EX. 6" DIW (TYP.)
EX. OHW (TYP.)
EX. TREELINE
EX. OHW (TYP.)
EX. VARIABLE WIDTH ELECTRIC EASEMENT
EX. 15" RCP
EX. 8" SAN SEWER (TYP.)
EX. 6" DIW
EX. 15" RCP

N 49°56'05" W - 44.39'
N 29°47'11" E - 146.97'
N 49°25'43" W - 70.27'
S 39°48'10" W - 295.45'
N 29°16'05" E - 103.71'
N 40°09'21" W - 85.46'
N 60°19'28" E - 20.56'
N 60°19'28" E - 45.68'
N 39°41'21" E - 144.32'
N 29°16'05" E - 295.45'

EX. PP
EX. WV
EX. FH
EX. PP
EX. PP
EX. PP
EX. WV
EX. MH
EX. PP

0 10 20 30
GRAPHIC SCALE

THIS SHEET IS FOR
ILLUSTRATIVE PURPOSES ONLY

Jones & Chossen ENGINEERING, PLLC
Civil Engineering | Construction Management | Land Planning
221 N. SALEM ST.
SUITE 001
PO BOX 1062
APEX, NC 27502
Office: 919-387-1174
Registration: P-0151
www.jonescnossen.com

NORTH CAROLINA PROFESSIONAL SEAL 049936 ENGINEER PATRICK L KIEFNER 12/23/22

THE HEIGHTS
PLANNED UNIT DEVELOPMENT
TOWN OF APEX
WAKE COUNTY, NORTH CAROLINA

EXISTING CONDITIONS PLAN

SCALE	DRAWN
1"=20'	PLK

DATE: SEPTEMBER 1, 2022

REVISION	
11/3/22	PER TRC
12/23/22	PER TRC

SHEET: 3
PROJECT: 2152

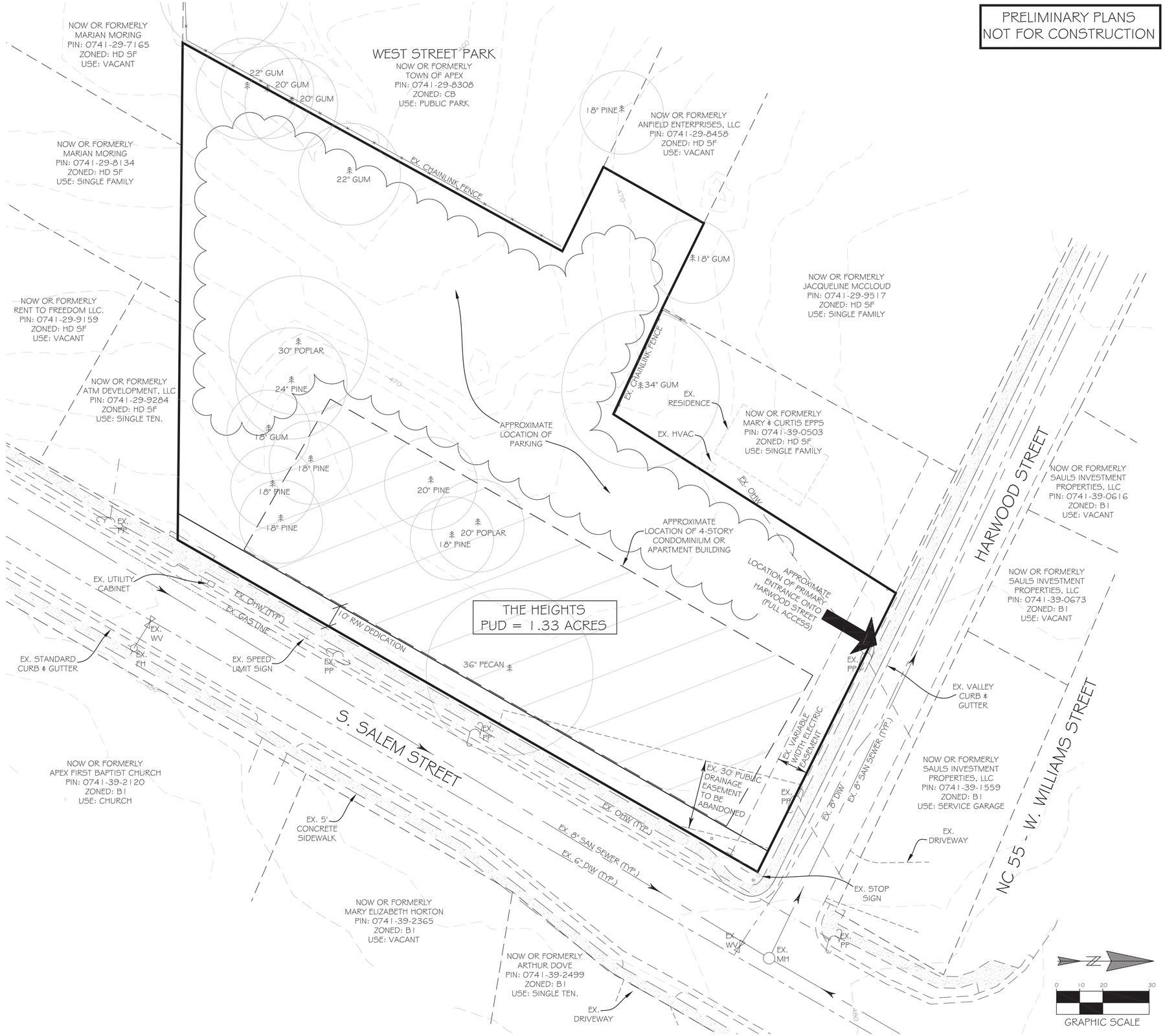
PRELIMINARY PLANS
NOT FOR CONSTRUCTION

TOWN REQUIRED PUD NOTES:

1. PROTECTION FENCING MUST BE PLACED AWAY FROM ANY SAVED TREE ONE FOOT FOR EACH INCH OF TREE CALIPER. PROTECTION FENCING MUST BE PLACED AT LEAST 10 FEET AWAY FROM ANY OTHER DESIGNATED RESOURCE CONSERVATION AREA, SUCH AS BUT NOT LIMITED TO HISTORIC BUILDINGS AND STRUCTURES, WETLANDS, AND PONDS. PROTECTION FENCING MUST BE PLACED ALONG THE OUTSIDE LINE OF THE 100-YEAR FLOODPLAIN, AND THE OUTSIDE EDGE OF ANY RIPARIAN BUFFER. ADDITIONAL PROTECTION FENCING MAY BE REQUIRED IN OTHER LOCATIONS CLOSE TO CONSTRUCTION ACTIVITY WHERE IT IS DEEMED NECESSARY BY THE ZONING ENFORCEMENT OFFICER; SUCH AREAS MAY INCLUDE BUT ARE NOT LIMITED TO COMMON PROPERTY LINES OR NEAR PUBLIC AREAS (SIDEWALKS, ETC.).
2. SITE ELEMENTS REQUIRED TO SATISFY RECREATIONAL REQUIREMENTS SUCH AS BUT NOT LIMITED TO PLAY FIELDS AND GREENWAY TRAILS AND ITEMS TYPICALLY ASSOCIATED WITH THEM (BENCHES, TRASH CONTAINERS, SIGNS, ETC.) MUST MEET ANY APPLICABLE STANDARDS FOUND IN THE TOWN OF APEX STANDARD SPECIFICATIONS AND CONSTRUCTION DETAILS AND THE REQUIREMENTS OF THE TOWN OF APEX PARKS AND RECREATION DEPARTMENT.
3. ALL REQUIRED SITE ELEMENTS SHOWN WITHIN A PARTICULAR PHASE MUST BE INSTALLED BEFORE A FINAL CERTIFICATE OF OCCUPANCY MAY BE ISSUED FOR ANY BUILDING WITHIN THAT PHASE.
4. NO SIGNS ARE APPROVED AS PART OF A PUD-CZ PLAN APPROVAL. A SEPARATE SIGN PERMIT MUST BE OBTAINED.

NOTES:

1. BOUNDARY, TOPOGRAPHIC AND EXISTING CONDITION INFORMATION WAS TAKEN FROM A SURVEY COMPLETED BY SMITH & SMITH SURVEYORS.
2. THE SITE HAS BEEN EVALUATED FOR THE EXISTENCE OF WETLANDS AND STREAMS BY TERRACON CONSULTANTS, INC., AND NONE ARE PRESENT ON THIS SITE AS SHOWN HEREON.
3. NO FEMA MAPPED FLOODPLAIN EXISTS ON THIS PROPERTY PER FEMA MAP #3720074100J (DATED MAY 2, 2006).
4. THIS SITE IS LOCATED WITHIN THE SECONDARY WATERSHED PROTECTION OVERLAY DISTRICT.
5. INSTALLATION OF SILT FENCE SHALL MAINTAIN 3' OF CLEARANCE AROUND FIRE HYDRANTS.
6. THE FUTURE LOCATIONS FOR WATER AND SEWER SERVICE CONNECTIONS IS DEPENDENT ON THE BUILDING DESIGN AND SHALL BE DETERMINED AT THE TIME OF MINOR SITE PLAN. PUBLIC WATER AND SEWER ARE BOTH AVAILABLE WITHIN S. SALEM STREET AND HARWOOD STREET FOR SERVICE CONNECTION.
7. CONTACT FOR TOWN OF APEX ELECTRIC UTILITIES IS RODNEY SMITH AT 919-249-3342.
8. THIS DEVELOPMENT SHALL USE FULL TOWN OF APEX SERVICES INCLUDING WATER, SEWER AND ELECTRICITY.
9. PLAN SHEETS ARE INTENDED FOR ILLUSTRATIVE USE ONLY.



THIS SHEET IS FOR
ILLUSTRATIVE PURPOSES ONLY

Jones & Chossen ENGINEERING, PLLC
Civil Engineering | Construction Management | Land Planning
221 N. SALEM ST.
SUITE 001
PO BOX 1062
APEX, NC 27502
Office: 919-387-1174
Registration: P-0151
www.joneschossen.com

NORTH CAROLINA PROFESSIONAL SEAL 049938 ENGINEER PATRICK L KIERNAN 12/23/22

THE HEIGHTS
PLANNED UNIT DEVELOPMENT
TOWN OF APEX — WAKE COUNTY, NORTH CAROLINA

PRELIMINARY UTILITY PLAN

SCALE	DRAWN
1"=20'	PLK

DATE: SEPTEMBER 1, 2022

REVISION	
11/3/22	PER TRC
12/23/22	PER TRC

SHEET: 4

PROJECT: 2150

DESIGN NOTES:

BRICK:
Final brick color TBD. Brick to be studied with surrounding area and context.
- Red, Tan, or Brick Blend.

HARDIE PANEL SIDING:
Various textures. Final color TBD. Other options:
- Smooth panel with metal Reglet reveals
- Traditional plank siding application

CAST STONE BASE:
Large format masonry for the building base
- Variation in coursing
- Water table, accent pieces to be studied.

WINDOWS / DOORS:
- Aluminum or vinyl units
- Sizes, colors and mullion patterns may vary.

Other potential materials to be studied on final elevations:
- Nichia wood-like panels
- Hard Coat Stucco



THIS SHEET IS FOR ILLUSTRATION PURPOSES ONLY

SEE ALTERNATE MATERIAL NOTES ON PERSPECTIVE RENDERING VIEW



THIS SHEET IS FOR ILLUSTRATION PURPOSES ONLY

SEE ALTERNATE MATERIAL NOTES ON PERSPECTIVE RENDERING VIEW

406 S. Salem St.

Apex, NC

Conceptual Design - East Elevation

22 December 2022

Scale: N.T.S

new city design group



THIS SHEET IS FOR ILLUSTRATION PURPOSES ONLY

SEE ALTERNATE MATERIAL NOTES ON PERSPECTIVE RENDERING VIEW

406 S. Salem St.

Apex, NC

Conceptual Design - North Elevation

22 December 2022

Scale: N.T.S

new city design group



THIS SHEET IS FOR ILLUSTRATION PURPOSES ONLY

SEE ALTERNATE MATERIAL NOTES ON PERSPECTIVE RENDERING VIEW

406 S. Salem St.

Apex, NC

Conceptual Design - West Elevation

22 December 2022

Scale: N.T.S

new city design group



THIS SHEET IS FOR ILLUSTRATION PURPOSES ONLY

SEE ALTERNATE MATERIAL NOTES ON PERSPECTIVE RENDERING VIEW

406 S. Salem St.

Apex, NC

Conceptual Design - South Elevation

22 December 2022

Scale: N.T.S

new city design group

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: March 14, 2023

Item Details

Presenter(s): Lauren Staudenmaier, Planner II

Department(s): Planning

Requested Motion

Motion to set Public Hearing for the March 28, 2023 Town Council meeting regarding Rezoning Application #22CZ21 Apex Light Industrial and Ordinance. The applicant, Drew Thigpen, Greenberg Gibbons Properties, seeks to rezone approximately 55.68 acres from Rural Residential (RR), Tech/Flex-Conditional Zoning (TF-CZ #14CZ09), and Wake County Residential 80-W (R-80W) to Tech/Flex-Conditional Zoning (TF-CZ). The proposed rezoning is located at 3212, 3208, 3228, and 3232 US 64 Highway West, 0 and 7529 Creekbird Road.

Approval Recommended?

The Planning Department recommends approval.

Item Details

The properties to be rezoned are identified as PINs 0722378473, 0722368361, 0722364709, 0722361604, 0722472454, and 0722471690.

Attachments

- CN8-A1: Application – Rezoning No. 22CZ21 Apex Light Industrial
- CN8-A2: Aerial Map – Rezoning No. 22CZ21 Apex Light Industrial

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 #: 22CZ21 Submittal Date: 10/03/2022

Fee Paid: $1.000.00

Project Information

Project Name: Apex Light Industrial

Address(es): See attachment A

PIN(s): See Attachment A

Acreage: +/- 55.68

Current Zoning: RR, TF-CZ, R80W (Wake County) Proposed Zoning: TF-CZ

Current 2045 LUM Classification(s): Office Employment and 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:

Area proposed as non-residential development: Acreage:

Percent of mixed use area proposed as non-residential: Percent:

Applicant Information

Name: Greenberg Gibbons Properties c/o Drew Thigpen, VP of Development

Address: 4929 Monroe Road

City: Charlotte State: NC Zip: 28205

Phone: 843.469.2517 E-mail: dthigpen@ggcommercial.com

Owner Information

Name: see attachment A

Address:

City: State: Zip:

Phone: E-mail:

Agent Information

Name: Greenberg Gibbons Properties c/o Drew Thigpen, VP of Development

Address: 4929 Monroe Road

City: Charlotte State: NC Zip: 28205

Phone: 843.469.2517 E-mail: dthigpen@ggcommercial.com

Other contacts: Jason Barron, Morningstar Law Group (jbarron@morningstarlawgroup.com)

Jeff Roach, Peak Engineering (jroach@peakengineering.com)

PETITION INFORMATION

Application #: 22CZ21 Submittal Date: 10/03/2022

An application has been duly filed requesting that the property described in this application be rezoned from RR, TF-CZ and R80W to TF-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	Day care facility	21	Artisan Studio
2	Drop-in or short term day care	22	Convenience store
3	Government service	23	Convenience store with gas sale
4	Veterinary clinic or hospital	24	Grocery, general
5	Vocational school	25	Grocery, specialty
6	Utility, minor	26	Personal service
7	Wireles support structure	27	Printing and copying service
8	Wireless communication facility	28	Real estate sales
9	Entertainment, indoor	29	Repair services, limited
10	Greenway	30	Retail sales, general %
11	Park, active	31	Studio for art
12	Park, passive	32	Tailor shop
13	Youth or day camps	33	Upholstery shop
14	Commissary	34	Pet services
15	Restaurant, general	35	Automotive Accessory Sales and Installation
16	Dispatching office	36	Repair and maintenance, general
17	Medical or dental office or clinic	37	Vehicle inspection center
18	Medical or dental laboratory	38	Laboratory, industrial research
19	Office, business or professional	39	Microbrewery
20	Research facility	40	Microdistillery

PETITION INFORMATION

Application #: 22CZ21 Submittal Date: 10/03/2022

An application has been duly filed requesting that the property described in this application be rezoned from RR, TF-CZ and R80W to TF-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	Woodworking or cabinet making	21	
2	Wholesaling distribution center	22	
3	Manufacturing and processing(s)	23	
4	Manufacturing and processing, minor	24	
5	Glass Sales	25	
6	Building Supplies, wholesale	26	
7		27	
8		28	
9		29	
10		30	
11		31	
12		32	
13		33	
14		34	
15		35	
16		36	
17		37	
18		38	
19		39	
20		40	

PETITION INFORMATION

Application #: 22CZ21 Submittal Date: 10/03/2022

PROPOSED CONDITIONS:

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

Please see attached.

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 subject rezoning seeks to develop the property for Tech Flex uses, which is consistent with the Office Employment and Commercial Services land use designation on the 2045 Land Use Map. Thus, the uses proposed are appropriate for this location.

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 site fronts along NC HWY 64, which makes the assemblage ideal for the tech flex and commercial uses sought to be developed on the property. Otherwise, the site is adjacent to vacant land and a Duke Energy substation.

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

Development of the property for the uses permitted by the subject rezoning will be consistent with the Supplemental Standards of Section 4.4 the Town's Unified Development Ordinance.

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.

Development of the property consistent with this proposed rezoning will comply with Town UDO requirements while at the same time facilitating development of close to five hundred thousand square feet of office park and commercial uses on the property.

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 applicant has agreed to condition development of the Property to the 25-year storm event, thus aiding in minimizing environmental impacts from the development. Further, the development will include UDO required RCA for this area.

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.

To the applicant's knowledge there are sufficient public facilities and services to serve the development of the property consistent with the proposed rezoning.

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.

There will be no adverse impact to health, safety and welfare as a result of the proposed rezoning

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

The proposed rezoning will not be detrimental to adjacent properties. First, it is to a zoning district that is consistent with the land use plan contemplated for the subject property along with others in close proximity. Additionally, the development will be consistent with Apex UDO standards for buffers, access, stormwater, RCA and others, such that there will be no detriment,

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.

There is nothing about the proposed use that would constitute a nuisance or hazard due to traffic or noise. Development of the property will be consistent with the traffic recommendations that will come from the traffic study. Further, the business park and retail uses will be high quality.

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.

No deviations are requested from the UDO.

REZONING #22CZ21 - APEX LIGHT INDUSTRIAL

PROPOSED CONDITIONS

1. The maximum square footage of uses developed on the Property shall be 500,000 square feet.
2. The use Glass Sales shall be all indoors except what is stored on trucks. Outdoor truck parking for Glass Sales use must be fully screened from any public right-of-way.
3. No more than 15% of any building's square footage shall include outdoor storage.
4. Conditions offered by the applicant to address recommendations of the Environmental Advisory Board include the following:
    a. Post development peak runoff shall not exceed pre-development peak runoff for the 24-hour, 1-year, 10-year, and 25-year storm events in accordance with the Unified Development Ordinance.
    b. The project shall install one (1) sign per SCM to reduce pet waste and prohibit fertilizer, in locations that are publicly accessible, such as adjacent to amenity centers, sidewalks, greenways, or side paths.
    c. Each building constructed on the property shall be pre-configured with conduit for solar PV systems.
    d. The project shall use full cutoff LED fixtures that have a maximum color temperature of 3000k for all exterior lighting, including, but not limited to, parking lot and building mounted fixtures.
5. Developer shall dedicate right-of-way for the future interchange and realignment of Jenks Road according to the Apex Transportation Plan.
6. The developer shall provide a continuous east-west public vehicular route (the "East-West Drive") with sidewalk through the site from Goodwin Road to the eastern parcel boundary of the subject property to support the future extension of Lowell Road as planned with the Arden at Summit Pines development.
7. Buildings constructed on the property that are located north of the East-West Drive shall be subject to the following architectural conditions:
    a. EIFS or synthetic stucco shall not be used in the first four feet above grade.
    b. The building shall have more than one parapet height.
    c. Windows and glazing shall be divided to be either square or vertical in proportion so that each section is taller than it.
    d. The main entry shall be human scaled and emphasized through the use of features such as, but not limited to, column recessed entries, sheltering elements, rooflines, trim, color change, material change and masonry patterns. Recessed arcades, entries flush with the building face and small entries without adjacent windows shall be avoided.
    e. Service bays shall be screened from surrounding public rights-of-ways or oriented towards the rear of the property. Service bays shall not be oriented towards US 64 Highway.
    f. A combination of exterior materials may be used for the industrial buildings.
    g. Exterior Building materials shall not permit the use of vinyl siding.

8. Buildings constructed on the property that are located south of the East-West Drive shall be subject to the following architectural conditions:

a. Buildings shall have vertical proportions. Expanses of blank wall shall not exceed sixty (60) feet in width without being interrupted with an architectural feature such as, but not limited to, a column, recess in or projection from the building façade. Permitted setbacks can be used to articulate bays of a building to break up its width. Architectural features such as, but not limited to, columns, piers, rooflines, and brick patterns can be used to divide and create vertical orientation on building facades. This would also include reveals in concrete tilt construction with integrated thin brick and contrasting paint colors, which add visual interest. The first twelve feet (12') in height of the front façade of all buildings shall be a minimum seventy-five percent (75%) brick.
b. The main entry shall be human scaled and emphasized through the use of features such as, but not limited to, columns, piers, windows, recessed entries, sheltering elements, rooflines, trim, color change, material change and masonry patterns. Recessed arcades, entries flush with the building face and small entries without adjacent windows shall be avoided.
c. The orientation of drive-thru lanes, pick-up windows, and other utilitarian building functions should not be oriented toward or located adjacent the street. When drive-thru lanes are located adjacent to a street, they shall be screened through the use of low walls and/or landscaping. Drive-thrus shall not front on US 64 Highway. Service bays shall be screened from surrounding public rights-of-ways or oriented towards the rear of the property. Service bays shall not be oriented towards US 64 Highway.
d. Each façade shall have a rhythm that is repeated through the pattern of wall and openings. The building façade shall have an identifiable base, body, and cap with horizontal elements separating these components. Buildings shall not have blank side walls creating a false front appearance.
e. The street level of the facades shall provide human scaled entries including, but not limited to, recessed entries, sheltering elements and adjacent storefront windows. Recessed arcades, entries flush with the building face, and small entries without adjacent windows shall be avoided.
f. Windows and storefront glazing shall be provided with different proportions to create a high-quality building design.
g. Thirty-five (35%) of glazing shall be provided at the street level. Overall building proportions shall be expressed in the window proportions. Expanses of vertical window which give the overall appearance of horizontal massing shall be avoided.
h. The building shall have more than one parapet height. Roofs may vary in compliance with UDO 9.3.2.
i. Buildings shall be architecturally compatible and include more than one material color.
j. The exterior materials shall include a combination of building materials. The primary (front) façade of the main buildings to be considered include:
    i. Brick masonry
    ii. Decorative concrete block (either integrally colored or textured)
    iii. Stone accents
    iv. Aluminum storefronts with anodized or pre-finished colors.
    v. EIFS cornices and parapet trim.
    vi. Precast concrete

vii. Concrete tilt with a base wall paint color in conjunction with varying complimentary accent paint colors and integral thin brick, with associative percentages as outlined in item 1 above.

k. Exterior materials that shall not be allowed are as follows:
    i. Vinyl siding
    ii. Painted, smooth faced concrete block (decorative blocks are acceptable)
    iii. Metal walls

l. EIFS or synthetic stucco shall not be used in the first four feet above grade and shall be limited to only 25% of each building façade.

m. Soffits and facia materials may be EIFS, architectural panels, or other quality materials as determined by the building Architect during Site Plan review.

9. The perimeter buffer along the eastern boundary of the assemblage – adjacent to Wake County PINs 0722-46-5567, 0722-46-3330, and 0722-46-1777 – shall be a minimum of 30' and shall be planted or preserved to the Type A buffer standard. The aforementioned buffer may be removed if the adjacent properties are developed with uses of the same or higher land use class according to UDO Sec. 8.2.6.B.4.

AGENT AUTHORIZATION FORM

Application #: 22CZ21 Submittal Date: 10/03/2022

Stephens Road Partners, LLC is the owner* of the property for which the attached application is being submitted:

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

The property address is: 3232 US 64 Hwy W, Apex, NC 27523

The agent for this project is: Greenberg Gibbons Properties c/o Drew Thigpan

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

Agent Name: Drew Thigpen

Address: 4929 Monroe Road

Telephone Number: 843.469.2517

E-Mail Address: dthigpen@ggcommercial.com

Signature(s) of Owner(s)* Stephens Road Partners, LLC
Glenn Futrell - Manager

GLENN FUTRELL 9-27-22
Type or print name Date

Type or print name Date

Attach additional sheets if there are additional owners.

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

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

AFFIDAVIT OF OWNERSHIP

Application #: 22CZ21 Submittal Date: 10/03/2022

The undersigned, Stephens Road Partners, LLC (the "Affiant") first being duly sworn, hereby swears or affirms as follows:

1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the sole owner, or is the authorized agent of all owners, of the property located at 3232 US 64 Hwy W, Apex, NC 27523 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 September 3, 2014, and recorded in the Wake County Register of Deeds Office on September 18, 2014, in Book 015784 Page 01929-01930.

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 September 3, 2014, 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 September 3, 2014, 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 27 day of September, 2022.

Glenn Futrell Stephens Road Partners, LLC (seal)

GLENN FUTRELL
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 GLENN FUTRELL, Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's DRIVERS LICENSE, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.

[NOTARY SEAL]

DANIEL H. WOODS
My Commission Expires
NOTARY PUBLIC
November 18, 2023
WAKE COUNTY, NC

Daniel H Woods
Notary Public DANIEL H. WOODS
State of North Carolina
My Commission Expires: 11/18/2023

AFFIDAVIT OF OWNERSHIP: EXHIBIT A – LEGAL DESCRIPTION

Application #: 22CZ21 Submittal Date: 10/03/2022

Insert legal description below.

Being all of 23.120 acres as shown on map entitled "Exterior Boundary Survey Whitley Property" by Robinson & Plante, PC recorded in Book of Maps 2014, Page 1252, Wake County Registry

AGENT AUTHORIZATION FORM

Application #: 22CZ21 Submittal Date: 10/03/2022

Steven B Wilkins and Kathryn J. Wilkins Trustees of the Steven BE. Wilkins and Kathryn J. Wilkins Family Trust date March 11, 2021 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: 3212 US 64 Hwy W., Apex, NC 27523

The agent for this project is: Greenberg Gibbons Properties c/o Drew Thigpan

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

Agent Name: Drew Thigpen

Address: 4929 Monroe Road

Telephone Number: 843.469.2517

E-Mail Address: dthigpen@ggcommercial.com

Signature(s) of Owner(s)*

Steven B. Wilkins - Trustee

Steven B. Wilkins — Type or print name — 9/29/22 — Date

Kathryn J Wilkins, Trustee

Kathryn J Wilkins, TRUSTEE — Type or print name — 09/29/2022 — Date

Attach additional sheets if there are additional owners.

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

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

AFFIDAVIT OF OWNERSHIP

Application #: 22CZ21 Submittal Date: 10/03/2022

The undersigned, Steven B. Wilkins and Kathryn J. Wilkins, Trustees of the Steven BE. Wilkins and Kathryn J. Wilkins Family Trust Date March 11, 2021 (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 3212 US 64 Hwy W., Apex, NC 27523 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 September 29, 2021, and recorded in the Wake County Register of Deeds Office on November 9, 2021, in Book 018789 Page 01467-01473.

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 September 29, 2021, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on September 29, 2021, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.

This the 29 day of SEPTEMBER, 2022

Steven B. Wilkins - Trustee
Kathryn J Wilkins Trustee (seal)

Steven B. Wilkins and Kathryn J. Wilkins, Trustees of the Steven BE. Wilkins and Kathryn J. Wilkins Family Trust
Type or print name
Date March 11, 2021

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, the undersigned, a Notary Public in and for the County of WAKE, hereby certify that STEVEN AND KATHRYN WILKINS, 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.

DANIEL H. WOODS NOTARY PUBLIC WAKE COUNTY, NC My Commission Expires November 18, 2023

[NOTARIAL SEAL]

Daniel H Woods
Notary Public DANIEL H. WOODS
State of North Carolina
My Commission Expires: 11/18/2023

AFFIDAVIT OF OWNERSHIP: EXHIBIT A – LEGAL DESCRIPTION

Application #: 22CZ21 Submittal Date: 10/03/2022

Insert legal description below.

Being all of Tract No. 2 containing 10.55 acres, more or less, according to tht survey entitlted "Property of and Recombination Survey for J.L. Wilkins, Heirs", dated September 23, 1985, drawn by Holland Land Surveys, J.H. Holland, Jr., R.L.S., and BEGINNING at a point located in the center line of U.S. Highway 64, which point is located approximately 480 feet West of the center line of the intersection of U.S. Highway 64 and State Road 1601; running thence with the center line of U.S. Highway 64, South 82 degrees 53 minutes 33 seconds West 722.2 feet to a point; thence North 00 degrees 22 minutes 20 seconds East 758.16 feet to a point inthe Southern line of Tract No. 1; thence North 89 degrees 26 minutes 37 seconds East 443.34 feet to a 30 inch Black Gum located in the Southeast corner of Tract 1; thence North 89 degrees 33 minutes 19 seconds East 112.91 feet to an existing iron pipe; thence South 13 degrees 02 minutes 07 seconds East 691.73 feet to a point located in the center line of U.S. Highway 64, being the point and place of BEGINNING. Reference is made to the above-described survey for a more accurate description of the property.

AGENT AUTHORIZATION FORM

Application #: 22CZ21 Submittal Date: 10/03/2022

Steven B. Wilkins and Kathryn J. Wilkins, Trustees of the Steven B. Wilkins and Kathryn J. Wilkins Family Trust dated March 11, 2021 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: 3228 US 64 Hwy W., Apex, NC 27523

The agent for this project is: Greenberg Gibbons Properties c/o Drew Thigpan

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

Agent Name: Drew Thigpen

Address: 4929 Monroe Road

Telephone Number: 843.469.2517

E-Mail Address: dthigpen@ggcommercial.com

Signature(s) of Owner(s)*

Steven B. Wilkins - Trustee

Steven B. Wilkins 9/29/22

Type or print name Date

Kathryn J. Wilkins, Trustee

Kathryn J Wilkins, Trustee 09/29/2022

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 #: 22CZ21 Submittal Date: 10/03/2022

The undersigned, Steven B. Wilkins and Kathryn J. Wilkins, Trustees of (the "Affiant") first being duly sworn, hereby swears or affirms as follows: the Steven B. Wilkins and Kathryn J. Wilkins Family Trust dated March 11, 2021

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 3228 US 64 Hwy W., Apex, NC 275233 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 March 11, 2021, and recorded in the Wake County Register of Deeds Office on March 12,2021, in Book 018392 Page 02618-02620.

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 March 11, 2021, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on March 11, 2021, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.

This the 29 day of SEPTEMBER, 2022.

Steven B. Wilkins - Trustee
Kathryn J Wilkins Trustee (seal)

Steven B. Wilkins and Kathryn J. Wilkins, Trustees of the Steven B. Wilkins and Kathryn J. Wilkins Family Trust dated March 11, 2021
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 STEVEN AND KATHRYN WILKINS, 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.

DANIEL H. WOODS NOTARY PUBLIC WAKE COUNTY, NC My Commission Expires November 18, 2023

[NOTARY SEAL]

Daniel H Woods

Notary Public DANIEL H. WOODS
State of North Carolina
My Commission Expires: 11/18/2023

AFFIDAVIT OF OWNERSHIP: EXHIBIT A – LEGAL DESCRIPTION

Application #: 22CZ21 Submittal Date: 10/03/2022

Insert legal description below.

Being all of Tract No. 1 containing 11.41 acres, more or less, according to that survey entitlted "Property of and Recombination Survey for J.L. Wilkins, Heirs", dated September 23, 1985, drawn by Holland Land Surveys, J.H. Holland, Jr., R.L.S., and BEGINNING at a 30 inch Black Gum located in the Northern line of Tract 2 of said Subdivision, running thence South 89 deg. 26' 37" West 443.34 feet to a point, thence South 89 deg. 26' 37" West 30 feet to an existing iron pipe, thence North 60 deg. 00' 09" East 125.01 feet to a point, thence North 32 deg. 16' 05" East 90.90 feet to a point, thence North 01 deg. 41' 44" West 160.23 feet to a point, thence 00 deg. 26' 07" West 255.75 feet to a point, thence South 89 deg. 33' 51" West 170.74 feet to a point, thence North 00 deg. 26' 07" West 317.06 feet to a point, thence South 89 deg. 26' 37" West 100.00 feet to a point, thence North 00 deg. 26' 07" West 235.63 feet to an existing iron pipe, thence with the property now or previously owned by Lewis, North 89 deg. 45' 36" East 624.98 feet to an iron pipe set, thence with the property now or previously owned by Michael Jenks, South 01 deg. 23' 34" West 1,104.02 feet to a 30 inch Black Gum, the point and place of BEGINNING. Reference is made to the above- described survey for a more accurate description of the property.

AGENT AUTHORIZATION FORM

Application #: 22CZ21 Submittal Date: 10/03/2022

Jon Brian Wilkins and Dena Liggett Wilkins Trustees of the Jon Brian Wilkins and Dena Liggett Wilkins Family Trust, dated December 13, 2021 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: 3208 US 64 Hwy W, Apex, NC 27523

The agent for this project is: Greenberg Gibbons Properties c/o Drew Thigpan

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

Agent Name: Drew Thigpen

Address: 4929 Monroe Road

Telephone Number: 843.469.2517

E-Mail Address: dthigpen@ggcommercial.com

Signature(s) of Owner(s)*

Jon Brian Wilkins trustee

Jon Brian Wilkins trustee 9/30/22

Type or print name Date

Dena Liggett Wilkins Trustee

Dena Liggett Wilkins Trustee 9/30/22

Type or print name Date

Attach additional sheets if there are additional owners.

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

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

AFFIDAVIT OF OWNERSHIP

Application #: 22CZ21 Submittal Date: 10/03/2022

The undersigned, John Brian Wilkins and Dena Liggett Wilkins, Trustees of the Jon Brian Wilkins and Dena Liggett Wilkins Family Trust, dated December 13, 2021 (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 3208 US 64 Hwy W, Apex, NC 27523 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 December 13, 2021, and recorded in the Wake County Register of Deeds Office on December 14, 2021, in Book 018840 Page 02794-02796.

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 December 13, 2021, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on December 13, 2021, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.

This the 30 day of SEPTEMBER, 2022. Jon Brian Wilkins trustee

Jon Liggett Wilkins Trustee (seal)

Jon Brian Wilkins and Dena Liggett Wilkins, Trustees of the Jon Brian Wilkins and Dena Liggett Wilkins Family Trust, dated December 13, 2021
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 JOHN AND DENA WILKINS, 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.

DANIEL H. WOODS NOTARY PUBLIC WAKE COUNTY, NC My Commission Expires November 18, 2023 NOTARY SEAL

Daniel H. Woods
Notary Public DANIEL H. WOODS
State of North Carolina
My Commission Expires: 11/18/2023

AFFIDAVIT OF OWNERSHIP: EXHIBIT A – LEGAL DESCRIPTION

Application #: 22CZ21 Submittal Date: 10/03/2022

Insert legal description below.

Being all of Lot 1 containing 2.00 +/- acres, and Lot 2 containing 2.0 +/- acreas as shown on that map entitled "Property of Maggie W. Wilkins" recorded at Book of Maps 1981 page 752; together with that " 30' Private Road Easement" shown on the aforesaid map; and being the same property identified as "Tract Two" on that deed recorded at Book 3034 Page 523 in the Wake county Registry. See Book of Maps 1985 Page 2322.

&

Being all of that tract or parcel fo real property identified as "5.00 A.C. By D.M.D." containing 5.0 +/- acres as shown on that map entitled "Recombination Survey for Steven B. Wilkins and wife Kathryn J. Wilkins" recorded at Book of Maps 1985 Page 862 in the Wake County Register; and being the same property described in taht deed recorded at Book 3491 page 954 in the Wake County Registry.

&

Being all of Tract No. 1 containing 11.41 acres, more or less, according to that survey entitlted "Property of and Recombination Survey for J.L. Wilkins, Heirs", dated September 23, 1985, drawn by Holland Land Surveys, J.H. Holland, Jr., R.L.S., and BEGINNING at a 30 inch Black Gum located in the Northern line of Tract 2 of said Subdivision, running thence South 89 deg. 26' 37" West 443.34 feet to a point, thence South 89 deg. 26' 37" West 30 feet to an existing iron pipe, thence North 60 deg. 00' 09" East 125.01 feet to a point, thence North 32 deg. 16' 05" East 90.90 feet to a point, thence North 01 deg. 41' 44" West 160.23 feet to a point, thence 00 deg. 26' 07" West 255.75 feet to a point, thence South 89 deg. 33' 51" West 170.74 feet to a point, thence North 00 deg. 26' 07" West 317.06 feet to a point, thence South 89 deg. 26' 37" West 100.00 feet to a point, thence North 00 deg. 26' 07" West 235.63 feet to an existing iron pipe, thence with the property now or previously owned by Lewis, North 89 deg. 45' 36" East 624.98 feet to an iron pipe set, thence with the property now or previously owned by Michael Jenks, South 01 deg. 23' 34" West 1,104.02 feet to a 30 inch Black Gum, the point and place of BEGINNING. Reference is made to the above- described survey for a more accurate description of the property.

Being the same property described in that deed recorded at Book 4988 Page 366 in the Wake County Registry; and being the same property containing 11.41 acres identified as "Tract No. 1" on that map recorded at Book of Maps 1985 page 2322.

AGENT AUTHORIZATION FORM

Application #: 22CZ21 Submittal Date: 10/03/2022

Xiang Wang and Xiaoyan Qu Trustees of the Sean Wang and Angela Qu Revocable Living Trust dated July 11, 2018, and any amendments thereto 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: 7529 Creekbird Rd., Apex, NC 27523

The agent for this project is: Greenberg Gibbons Properties c/o Drew Thigpan

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

Agent Name: Drew Thigpen

Address: 4929 Monroe Road

Telephone Number: 843.469.2517

E-Mail Address: dthigpen@ggcommercial.com

Signature(s) of Owner(s)*

Wang Trustee

Xiang Wang — Type or print name — 10/3/22 — Date

Qu Trustee

Xiaoyan Qu — Type or print name — Oct. 3, 2022 — Date

Attach additional sheets if there are additional owners.

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

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

AFFIDAVIT OF OWNERSHIP

Application #: 22CZ21 Submittal Date: 10/03/2022

The undersigned, Xiang Wang and Xiaoyan Qu Trustees of the Sean Wang and Angela Qu Revocable Living Trust dated July 11, 2018 and any amendments thereto. (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 7529 Creekbird Rd., Apex, NC 27523 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 July 26, 2018, and recorded in the Wake County Register of Deeds Office on July 31, 2018, in Book 017201 Page 00407-00408.

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 July 26, 2018, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on July 26, 2018, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.

This the 3rd day of October, 2022: Wang Trustee

Angela Trustee (seal)

Xiang Wang and Xiaoyan Qu, Trustees of the Sean Wang and Angela Qu Revocable Living Trust dated July 11, 2018, and any amendments thereto.

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 XIANG WANG AND XIAOYAN WANG, 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.

DANIEL H. WOODS My Commission Expires NOTARY PUBLIC November 18, 2023 WAKE COUNTY, NC

Daniel H Woods DANIEL H. WOODS

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

AFFIDAVIT OF OWNERSHIP: EXHIBIT A – LEGAL DESCRIPTION

Application #: 22CZ21 Submittal Date: 10/03/2022

Insert legal description below.

All of Lot 3 as shown on a map recorded in Book of Maps 1995 Page 133 and re-recorded in Book of Maps 1995 page 1038, Wake County Registry.

Property Address: 7529 Creekbird Rd., Apex NC 27523
PIN:0722471690/REID: 0211592

ATTACHMENT A

PIN_NUM	DEED_ACR	SITE_ADDRESS	OWNER	ADDR1	ADDR2	CURRENT ZONING
0722361604	23.12	3232 US 64 HWY W	STEPHENS ROAD PARTNERS LLC	150 TOWERVIEW CT	CARY NC 27513-3595	TF-CZ - Tech/Flex Conditional Zoning
0722368361	8.45	3208 US 64 HWY W	WILKINS, JON BRIAN TRUSTEE WILKINS, DENA LIGGETT TRUSTE	3208 US 64 HWY W	APEX NC 27523-8441	RR - Rural Residential
0722471690	2.76	7529 CREEKBIRD RD	WANG, XIANG TRUSTEE QU, XIAOYAN TRUSTEE	200 RICHELIEU DR	CARY NC 27518-8635	RR - Rural Residential
0722472454	0.438	7529 CREEKBIRD RD	WANG, XIANG TRUSTEE QU, XIAOYAN TRUSTEE	200 RICHELIEU DR	CARY NC 27518-8635	RR - Rural Residential
0722378473	11.41	3212 US 64 HWY W	WILKINS, STEVEN B TRUSTEE WILKINS, KATHRYN J TRUSTEE	3228 US 64 HWY W	APEX NC 27523-8441	R80W (Wake County)
0722364709	8.92	3228 US 64 HWY W	WILKINS, STEVEN B TRUSTEE WILKINS, KATHRYN J TRUSTEE	3228 US 64 HWY W	APEX NC 27523-8441	R80W (Wake County)
TOTAL ACRES	55.68					

WAKE COUNTY PUBLIC SCHOOL SYSTEM

Wake County Residential Development Notification

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

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

Please send any questions about this form to:

studentassignment-gis-group@wcpss.net

Developer Company *Information*	
Company *Name*	
Company Phone *Number*	
Developer Representative *Name*	
Developer Representative *Phone Number*	
Developer Representative *Email*	

New Residential Subdivision *Information*	
Date of Application for Subdivision	N/A
City, Town or Wake County Jurisdiction	
Name of Subdivision	
Address of Subdivision (if unknown enter nearest cross streets)	
REID(s)	
PIN(s)	

Projected Dates *Information*	
Subdivision *Completion Date*	
Subdivision *Projected First Occupancy Date*	

Lot by Lot Development *Information*

Unit Type	Total # of Units	Senior Living	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	Square Foot Range		Price Range		Anticipated Completion Units & Dates					
								Min	Max	Low	High	Year	# Units	Year	# Units	Year	# Units
Single Family																	
Townhomes																	
Condos																	
Apartments																	
Other	22CZ21	22CZ21	10/03/2022	10/03/2022	10/03/2022												

Revised 08/10/2018

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.

August 10, 2022
Date

Dear Neighbor:

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

Relevant parcel information can be found in Attachment A to this notice. (Address(es))

Relevant parcel information can be found in Attachment A to this notice. (PIN(s))

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

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

	Application Type	Approving Authority
☑	Rezoning (including Planned Unit Development)	Town Council
☐	Major Site Plan	Technical Review Committee (staff)
☐	Special Use Permit	Board of Adjustment (QJPH*)
☐	Residential Master Subdivision Plan (excludes exempt subdivisions)	Technical Review Committee (staff)

*Quasi-Judicial Public Hearing: The Board of Adjustment cannot discuss the project prior to the public hearing.

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

Rezoning of the assemblage of properties to permit the development of up to 530,000 square feet of light industrial and tech flex uses along with up to 575,000 square feet of business park and warehouse uses plus 75,000 square feet of retail uses.

Estimated submittal date: September 1, 2022

MEETING INFORMATION:

Property Owner(s) name(s):	Property Owner information can be found in Attachment A
Applicant(s):	Greenberg Gibbons Properties, LLC
Contact information (email/phone):	Jason Barron-Attorney for Applicant-jbarron@morningstarlawgroup.com
Meeting Address:	Zoom Registration Link - https://morningstarlaw.group/08242022mtg
Date/Time of meeting**:	August 24, 2022 / 5pm to 7pm

Welcome: 5pm-5:05pm Project Presentation: 5:05pm-5:20pm Question & Answer: 5:20pm-7pm

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

PROJECT CONTACT INFORMATION

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

Development Contacts:

Project Name: Apex Light Industrial Zoning: See Attachment A

Location: See Attachment A

Property PIN(s): See Attachment A Acreage/Square Feet: See Attachment A

Property Owner: See Attachment A

Address:

City: State: Zip:

Phone: Email:

Developer: Greenberg Gibbons Properties, LLC

Address:

City: State: Zip:

Phone: Fax: Email:

Engineer: Jeff Roach - Peak Engineering & Design, PLLC

Address: 1125 Apex Peakway

City: Apex State: NC Zip: 27502

Phone: (919) 439-0100 Fax: Email: jroach@peakengineering.com

Builder (if known):

Address:

City: State: Zip:

Phone: Fax: Email:

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

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

How to Participate in the August 24, 2022 Neighborhood Meeting

- To participate by PC, Mac, iPad, iPhone or Android device,

Go to https://morningstarlaw.group/08242022mtg to register for the meeting.
(Registration is necessary as we are required by the Town of Apex to have a record of attendance.)

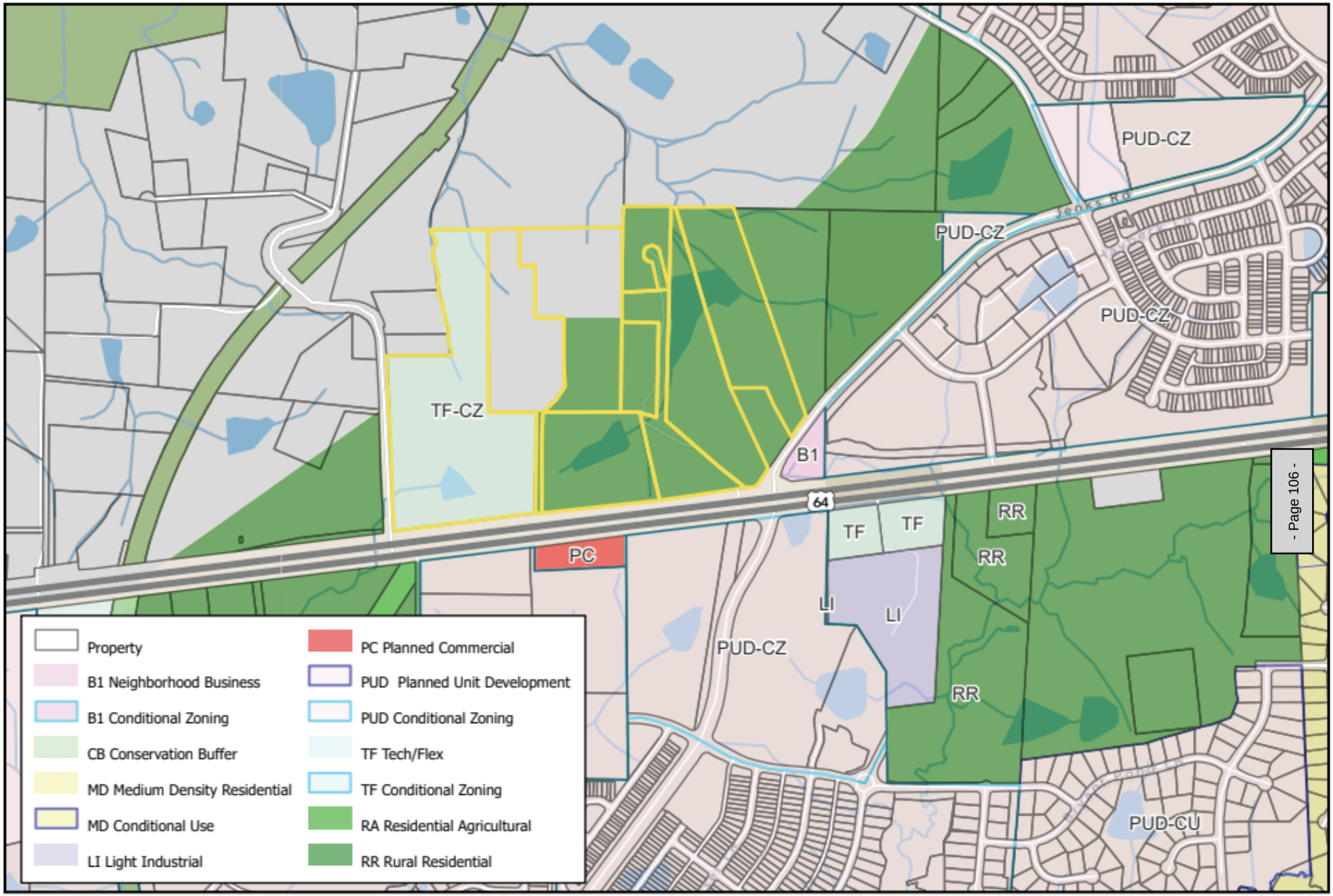
- Upon registration, you will receive a confirmation email with instructions on how to access the meeting.
- To participate by phone,
- Dial one of the following numbers:
  - +1 929 436 2866
  - +1 301 715 8592
  - +1 309 205 3325
  - +1 312 626 6799
  - +1 646 931 3860
  - +1 669 444 9171
  - +1 669 900 6833
  - +1 719 359 4580
  - +1 253 215 8782
  - +1 346 248 7799
  - +1 386 347 5053
  - +1 564 217 2000

- Webinar ID: 867 5164 5781
- Passcode: 325331
- For attendance purposes as required by the Town of Apex, individuals participating via telephone will be unmuted and asked to identify themselves including their name and address.

If you have difficulty connecting or have technical difficulties during the meeting, you can email us at meetings@mstarlaw.com or call 919-590-0371.

During the meeting, participants will be muted by default. Also, participants' video will be off by default, i.e. only the presenters will be visible.

- 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/comments prior to and during the meeting via email at meetings@mstarlaw.com. At the end of the Q&A period of the meeting, all callers will be unmuted to allow for questions/comments.



Vicinity & Zoning Map

N

0 400 800 1600 ft

1 inch equals 800 feet

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

ATTACHMENT A

PIN_NUM	DEED_ACRE	SITE_ADDRESS	OWNER	ADDR1	ADDR2	CURRENT ZONING
0722461777	2.75	7517 CREEKBIRD RD	HALL, STEPHEN J COLGAN, VIRGINIA A	7517 CREEKBIRD RD	APEX NC 27523-8463	RR - Rural Residential
0722477065	10.02	8308 JENKS RD	WHITFIELD, DORIS JENKS	3833 BACHELOR CREEK RD	ASHEBORO NC 27205-2141	RR - Rural Residential
0722361604	23.12	3232 US 64 HWY W	STEPHENS ROAD PARTNERS LLC	150 TOWERVIEW CT	CARY NC 27513-3595	TF-CZ - Tech/Flex Conditional Zoning
0722368361	8.45	3208 US 64 HWY W	WILKINS, JON BRIAN TRUSTEE WILKINS, DENA LIGGETT TRUSTEE	3208 US 64 HWY W	APEX NC 27523-8441	RR - Rural Residential
0722471690	2.76	7529 CREEKBIRD RD	WANG, XIANG TRUSTEE QU, XIAOYAN TRUSTEE	200 RICHELIEU DR	CARY NC 27518-8635	RR - Rural Residential
0722465567	9.99	8324 JENKS RD	JENKS, PHEOBE JEANNE TYNDALL, RHONDA ANNETTE STROTHER	2286 GUM SPRINGS CHURCH RD	PITTSBORO NC 27312-6643	RR - Rural Residential
0722463330	5.72	7501 CREEKBIRD RD	COC REAL ESTATE CO LLC	110 MACKENAN DR STE 300	CARY NC 27511-7901	RR - Rural Residential
0722378473	11.41	3212 US 64 HWY W	WILKINS, STEVEN B TRUSTEE WILKINS, KATHRYN J TRUSTEE	3228 US 64 HWY W	APEX NC 27523-8441	R80W (Wake County)
0722364709	8.92	3228 US 64 HWY W	WILKINS, STEVEN B TRUSTEE WILKINS, KATHRYN J TRUSTEE	3228 US 64 HWY W	APEX NC 27523-8441	R80W (Wake County)
TOTAL ACRES - 83.14						

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 Platform

Date of meeting: August 23, 2022 Time of meeting: 5:00pm - 7:00pm

Property Owner(s) name(s): See Attachment A

Applicant(s): Greenberg Gibbons Properties c/o Drew Thigpen, VP of 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.	Nil Ghosh/Morningstar Law Group			[redacted]	
2.	Jeff Roach - Peak Engineering and Design				
3.	Drew Thigpen/Greenberg Gibbons				
4.	Tabatha Wilson	8320 Jenks Road			
5.	Kathryn Wilkins	3228 US Hwy 64 W			
6.	Steve Wilkins	3228 US Hwy 64 W			
7.	David Ball	1425 Goodwin Road			
8.	Jacqueline Ball	1425 Goodwin Road			
9.	Nancy Hatley	1420 Goodwin Rd			
10.	Cory Bowes				
11.	S. Smith				
12.					
13.					
14.					

Use additional sheets, if necessary.

SUMMARY OF DISCUSSION FROM THE NEIGHBORHOOD MEETING

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

Property Owner(s) name(s): See Attachment A

Applicant(s): Greenberg Gibbons Properties c/o Drew Thigpen, VP of Development

Contact information (email/phone): dthigpen@ggcommercial.com/843.469.2517

Meeting Address: ZOOM Platform

Date of meeting: August 23, 2022 Time of meeting: 5:00pm - 7:00pm

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

Question/Concern #1:

See attached Summary of Issues

Applicant's Response:

Question/Concern #2:

Applicant's Response:

Question/Concern #3:

Applicant's Response:

Question/Concern #4:

Applicant's Response:

SUMMARY OF DISCUSSION ITEMS
NEIGHBORHOOD MEETING
AUGUST 24, 2022
APEX LIGHT INDUSTRIAL

1. Looking at the number of residences, employees and visitors of the Apex Light Industrial Project, how does that contend with the additional growth already occurring and causing trouble due to other developments in the area?
   This is a non-residential development recommendation and does not have a residential component associated with it where people come in and out all hours of the day and night. *There is a lot of development and there are a lot of people and companies moving to the area such as Apple and AmGen in research triangle park. Getting something on the 64 corridor that is a Tech/Flex type use fits perfectly with the Town's plan. The traffic study is currently ongoing which will recommend any improvements to mitigate any additional traffic that will be created with this project.*
2. There are unfinished developments that will reach a tripping point with the access on 64Hwy, Jenks Rd. and major ingress egress challenges on Goodwin Road. How will a new development avoid adding to the already overstretched infrastructure?
   As part of our traffic study, we have to evaluate not only the traffic that is currently out there, but we have to build in background projects – which are projects that have been approved but not yet constructed, and there is a two to four percent annual growth rate added for additional traffic. The study will identify what the concerns are today, concerns when the project opens, and what the concerns are three years from now. NCDOT has been looking at this entire corridor from Jordan Lake all the way to US 1 to go controlled access. That brings in another discussion point that could be 25 years down the road. How do we plan for that as well? The Super Suite section that has also been built there off of Sweetwater at Richardson Road and 64. We are evaluating all options, and these are the types of things the TIA will identify, is how do we mitigate our traffic to avoid creating more risk.
3. What about noise pollution?
   There is not a lot we can do during construction. It is what it is. It is a temporary issue. We have some large buffer requirements along Goodwin Road and along 64. I believe there are some areas like the large transmission area for power, that are set aside so we don't have buildings set right up against the back of the ball property and we have some stormwater controls in that area in the current concept. I think there will be a minimal impact from a what are you going to see, hear, construction wise. These are development issues and tonight we are trying to focus on the land use and if this is the right thing. We know construction is noisy and a pain to deal with and we hope to minimize that will a good contractor that will put up controls.
4. What about water supply contamination?
   This site will be connected to the Town of Apex water system. There will be public water available, and we are also looking at options for a pump station on the site to provide the sewer coming back to the Town's sewer supply. That will avoid any issue with your area.

5. What is the buffer on the Goodwin Road side*?*
   There will be access to Goodwin Road, that is really the only way to get in and out. I believe the buffer requirement is 30 ft. That is something we are still verifying. Most likely there will be a 30 ft buffer between our project and your property. A lot depends on what the actual use is at that parcel. We will take a look at the land use requirements and make sure that the buffers meet or exceed these requirements.
6. What about crime control? Ten years ago, before Wimbledon, Jenks and Sweetwater, this area was one of the lowest areas for crime per capita. That is now changing fast. How will your plan avoid this deterioration?
   The product that Greenberg Gibbons is a high-quality tech/flex. It is not going to be metal frame and will have a retail component that could bring everything from a doctor's office, dentist office, or sit-down restaurant. We are not doing any type of residential that would be a 24/7 living opportunity. With a non-residential type of development like this, it brings certain security requirements from tenants as well. These tenants will not want people breaking into their offices and they're going to protect their investment just like everyone else is protecting their house. Westwood Pond is across the street, which is high-end townhomes, Sweetwater where the homes are average size homes now selling for over a million dollars.
7. Regarding access to Goodwin Road, will that continue after construction is completed and if so, what enhancements are planned for Goodwin Road?
   We are going to continue access from Goodwin Road down to 64. Apex and NCDOT have told us that we have go to get to 64 and Goodwin Road is the only location. We will have a right in, right out proposed along 64 but the access to Goodwin is going to stay. Our traffic study will identify what that looks like. NCDOT would like to close Goodwin Road but that is not an option at this point, so we are looking at other alternatives such as a U-turn where you come out of Goodwin Road headed toward Jordan Lake and you make a U-turn to come back toward Apex. That will be identified in our traffic study. We are still working on where this project will end. It could go all the way to the recently approved Senior Living facility on Jenks Rd., it could stop west of Creek Bird Road. It just depends on if the property owners are willing to be a part of the project or not. I bring that up because long range plans for the 64 corridor is to eventually build Jenks Road as an interchange. When that happens, Goodwin Road will be closed, and you will have some type of frontage road taking you to Jenks Road. Depending on the properties that are included, we are looking at trying to get access to Jenks Road. We don't know if NCDOT will help us or support us in gaining access and that is why Goodwin Road is so important. The more access retail has the better and if they have that right in, right out off of 64, that is where they will be coming in and they will not be using Goodwin Road except maybe to leave the site.
8. Can you give an idea of the timeline for construction and road infrastructure?
   The rezoning, site plan designs, and construction drawings is typically a 12–15-month process from where we are right now until you see a first shovel of dirt being turned over. It is a rather slow process depending on how this works out, I assume the infrastructure would be the first thing going in, where they put a pump station on the north side of the property, and I would envision that a lot of the grading work will happen at the initial construction phase. Then you will see the buildings develop as there are commitments from renters and as one building fills up, they will start doing the next one. If it makes

sense to build a couple at a time along the 64 corridor, they will come relatively soon. This will all be identified more in our site plan documents as we start that process. Knowing how many acres will be a part of the assemblege really makes a big difference too.

9. The Goodwin Road access concerns us a little bit. Where will your access to your property be on Goodwin Road?
   We are currently trying to figure out where the best place to place the access. It will most likely be north of the Town of Apex's powerline. We may have another one south of it, but we don't know yet and we are still working with NCDOT to see where we can get those driveways in and how close we can be the 64 intersection. There could be two points or even three, it just depends on what NCDOT comes back with when they start reviewing the traffic.
10. How far down Goodwin Road do you plan to widen because Goodwin Road now has no markings, and I don't even know what the width of it is? How far down the road are you plan to add your enhancements? You discussed coming into 64 and we are familiar with the access roads because we have looked at that about ten years ago regarding what they are planning on ultimately doing, but what's the plan for widening, curbing and guttering on Goodwin Road?
    That is a great question. It is very early in the process and in my opinion, we are always required to do our side of the street, across our entire frontage. So this will be a two lane, could be edge and pavement, could be curb and gutter, we don't know yet. I also envision that if we have this large of a site, where our northern most access point is, down to 64, is going to have to be improved as any square footage of a tech/flex type use you have a little bit heavier traffic coming in and we will probably be doing 64 north of the powerlines, maybe even all the way back to Mr. Ball's property. We don't really know yet but that is something we are aware of and will be addressed in site plans. We will have to annex into the Town of Apex for water, electric and sewer. In doing so we will have to make sure fire trucks will be able to get down Goodwin Road into our site and they have a minimum pavement width to do that.
11. If you submit your application in September/October, realistically, when do you think you all would be open for business there?
    It is all ballpark, but I would imagine, depending on the timeline we have laid out that the back half of 2024 would be when we would start bringing these buildings online. It does all depend on the rezoning and permits, but once we get permits it is about 10-12 months before we put shovels in the ground.
12. During the construction phase when you start brining trucks in, how are you all going to keep Goodwin Road alive during that time?
    Depending on what the final property assemblege is, if we can get over to Jenks Road, then we will bring them off of Jenks Road. If not, I think out TIA is going to show that we are going to want to get a right in, right out off of 64. We would love to have a construction access off of 64 so we don't tear up Goodwin Road during construction. That is why I say Goodwin Road will be improved either because our trucks tear it up or because it is needed for good access to come in and out of the property. The good thing is that there is one existing driveway off of 64 and in the past, NCDOT has allowed us to use these existing driveways to gain construction access. That is what we would prefer to do.

13. Goodwin Road gets backed up when there are people trying to turn left onto 64 because of the amount of traffic that comes over that blind hill to the left, I want to note that and if you are putting construction traffic there and turning left onto 64 is just going to stop things. If that could be taken into consideration that would be great.
Absolutely, I appreciate that and it is helpful feedback. We can't give you an answer today, but I can tell you what our preference is and that is to access this site for construction purposes right off of 64. There are existing driveways off 64 to this assemblege so we hope that this would be allowed. I cannot tell you right now that construction traffic will not be on Goodwin Road, but if we can avoid it, that is our goal as well.
14. Did you say the traffic analysis should be completed in about a week's time?
Yes, that's right.
15. Is that going to be made readily available?
Once we make our submittal to the Town, all of the information will be uploaded to the *Town of Apex's website. They have what is called an interactive development map and that is the easiest way to access the information a couple of days after we make the submittal. I do believe NCDOT is looking for a reason to cut off what is considered full access movement which means they do not want folks going straight across 64 anymore.*
16. My question is will that happen before your construction or will that happen ten years down the line?
That is a great question. That is one of the things we will have to deal with as well. NCDOT has previously expressed some interest or design that would cut-off Goodwin's access to 64 or its full access to 64. We will have to plan for that as well. We don't know what is going to happen with NCDOT frankly all their project are behind in time and I don't know if this will get built and/or when.
17. One of NCDOT's plans was basically access on both sides of 64, and anybody who wanted access would come up access roads that would run up to an interchange somewhere, which could be all the way at 751 and 64 where they anticipate building a cloverleaf and an overpass there. Is that what you are still hearing from NCDOT?
A Coca-Cola bottling plant project just got approved off of 751 and NCDOT is trying to limit the amount of access onto 64 to provide more of a controlled access process. The last plans I saw still show Jenks Road as a grade separated crossing with some type of frontage road from Goodwin Road east to Jenks Road. You currently have a crossing across the American Tobacco Trail, my opinion is that anything east of the Tobacco Trail, including Goodwin Road will come east to Jenks Road. Anyone west of the Tobacco Trail will most likely go out toward 751 or there will be some interim superstreet section along the 64 corridor. We are talking about 30 years. We are one project on the 64 corridor, and we will probably have a road in the middle of our site that instead of having a frontage road, we are going to have a frontage road in the middle of our project.
18. What is the link for the Town of Apex interactive map? *Link provided in the chat/Q&A function.*
19. I am curious about the sewer plan, does part of it go out to Westford and part of it go out the back of the substation?
We are working with Steve Adams about a pump station on the property. I did a quick evaluation to see if sewer could go gravity to the White Oak pump station and we would

end up with a manhole that is like 47 feet deep. So, the only way to do it, and the Army Corps owns that big strip of land, and all these parcels that are from 64 north all flow to the Corps land. What eventually will happen is there will probably be a couple of pump stations along this route and they will probably pump back to either Jenks Road or pump across 64 toward Deer Creek. We are most likely in a pump station location for our project.

20. I presume that would probably be on the west side near Goodwin Road, is your low point northwest of the assemblege?
    The best point for us is to put it right up against the Tobacco Trail on the Duke Energy property if we can get offsite easements. Tat would serve all of our property and pick up some property west of Goodwin Road, that would be the best option. Getting Duke to agree with that is slim to none so it would probably be on our property south of the Duke property.
21. So, you don't really have a gravity opportunity on the eastern half of it to the big outfall line that runs through Westford?
    Depending on how much land we get. Directly across from Lowell Road is that new retirement facility that was recently rezoned, they can get to the big gravity line. The next piece to the west may be able to get to that but west of that it goes the wrong way, we can't get back to it. There is actually an aerial crossing north of Jenks Rd.
22. Have you done a TIA yet, or does that come later?
    It is in process right now and will probably be done first of next week.
23. Is Kemley-Horn or someone local helping you out with that?
    Yeah, BHV, it is a local company that helps out with traffic studies.
24. As these projects come in piece mill, how do they form equity with Westford Commercial, Sweetwater, Apex Industrial, in the timing?
    To a certain extent, first guy in, first guy who gets to do all of the improvements. As part of the background study, our consultant will look at all those other projects as background traffic assuming that they are in place when the study is done. They will then look at improvements over and above that to mitigate our traffic and then if Westford stops, our client could be on the hook for those additional improvements that Westford, or Sweetwater had committed to.
25. Is it your belief that all recommendations from NCDOT are held on par with the goal being the short-range plan not the long-range plan as to offsite improvement requirements as part of the entitlement process?
    I don't really have an answer to that because I don't think there really is a short-term plan other than to add superstreets along 64, where the long-term plan is full controlled access. We are looking at it as we are doing the best, we can to evaluate a site that could eventually go to a controlled access requirement and our project will likely have a road through the middle of it that will serve as a frontage road.
26. My understanding of short-term, long-term is superstreet versus separated grade intersection and a small diamond type intersection and that is what I believe NCDOT calls the long-term plan. The short-term plan is a signalized intersection and superstreet requirement for the foreseeable future.
    I believe they are looking to signalize the 64/Richardson intersection now. I think what will happen is the other projects along the 64 corridor from Yellow Bridge next to Avington, our project, your project, Legacy Apex, is not to signalize those projects yet.

Get the superstreets but don't do signalization yet until a point where it shows that the side traffic is heavy enough. Sweetwater is heavy coming up Richardson Road and making the right or left turn so that is a signalization option. But when you signalize that, it actually helps the Goodwin Road situation because it creates those false gaps.

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, Leticia Shapiro, do hereby declare as follows:
Print Name

1. I have conducted a Neighborhood Meeting for the proposed Rezoning, Major Site Plan, Residential Master Subdivision Plan, or Special Use Permit in accordance with UDO Sec. 2.2.7 *Neighborhood Meeting*.

2. The meeting invitations were mailed to the Apex Department of Planning and Community Development, all property owners and tenants abutting and within 300 feet of the subject property and any neighborhood association that represents citizens in the notification area via first class mail a minimum of 14 days in advance of the Neighborhood Meeting.

3. The meeting was conducted at Zoom Platform (location/address) on August 24, 2022 (date) from 5:00pm (start time) to 7:00pm (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.

10/3/22
Date

By: _____

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Kayla Harrell, a Notary Public for the above State and County, on this the 3 day of October, 2022.

SEAL

KAYLA HARRELL NOTARY PUBLIC WAKE COUNTY, NC

Kayla Harrell
Notary Public

Kayla Harrell
Print Name

My Commission Expires: 12.8.2023

OWNER	ADDRESS 1	ADDRESS 2	ADDRESS 3
BALL, DAVID BALL, JACQUELINE	1425 GOODWIN RD	APEX NC 27523-6782	
BALL, DAVID C BALL, JACQUELINE F	7700 JENKS RD	APEX NC 27523-7818	
CARY TOWN OF APEX TOWN OF	PO BOX 8005	CARY NC 27512-8005	
CLARK, ANDREW L /TR SMITH, STALEY C	PO BOX 791	APEX NC 27502-0791	
COC REAL ESTATE CO LLC	110 MACKENAN DR STE 300	CARY NC 27511-7901	
DUKE ENERGY PROGRESS INC	TAX DEPT - DEC41B	550 S TRYON ST	CHARLOTTE NC 28202-4200
GOODWIN ROAD LLC	4728 CYPRESS FORD DR	FUQUAY VARINA NC 27526-9081	
GRAYDON HOLDINGS LLC	1734 REGATTA DR	FERNANDINA BEACH FL 32034-5534	
HALL, STEPHEN J COLGAN, VIRGINIA A	7517 CREEKBIRD RD	APEX NC 27523-8463	
HATLEY, NANCY G	1420 GOODWIN RD	APEX NC 27523-6781	
JENKS, PHEOBE JEANNE TYNDALL, RHONDA ANNETTE STROTHER	2286 GUM SPRINGS CHURCH RD	PITTSBORO NC 27312-6643	
JOHN HERTRICK AIR PARK INC	1628 AIR PARK DR	APEX NC 27523-7843	
KEPE1 HOLDINGS LLC	THE KALIKOW GROUP	7001 BRUSH HOLLOW RD STE 200	WESTBURY NY 11590-1743
KEPE1 STC LLC	THE KALIKOW GROUP	7001 BRUSH HOLLOW RD STE 200	WESTBURY NY 11590-1743
MEGLAUGHLIN, ROBERT J	1432 GOODWIN RD	APEX NC 27523-6781	
PAN-EDUCATIONAL SERVICES INC	1220 GOODWIN RD	APEX NC 27523-6778	
RUSSELL, PHILLIP E RUSSELL, JEANNE YOUNG	1440 GOODWIN RD	APEX NC 27523-6781	
RUSSELL, PHILLIP EUGENE RUSSELL, JEANNE Y	1440 GOODWIN RD	APEX NC 27523-6781	
SKJD HOLDINGS LLC	2521 SCHIEFFELIN RD STE 106	APEX NC 27502-4400	
SMITH, STALEY C SMITH, AARON E JR	PO BOX 457	APEX NC 27502-0457	
STEPHENS ROAD PARTNERS LLC	150 TOWERVIEW CT	CARY NC 27513-3595	
STRICKLAND, R MICHAEL TRUSTEE OF FAMILY TRUST (WILL OF C H YOUNG JR)	MARTHA YOUNG HEAFNER	138 WEE LOCH DR	CARY NC 27511-3885
WANG, XIANG TRUSTEE QU, XIAOYAN TRUSTEE	200 RICHELIEU DR	CARY NC 27518-8635	
WESTFORD COMMERCIAL WEH LP	2900 LINDEN LN STE 300	SILVER SPRING MD 20910-1265	
WHITFIELD, DORIS JENKS	3833 BACHELOR CREEK RD	ASHEBORO NC 27205-2141	
WILKINS, JON BRIAN TRUSTEE WILKINS, DENA LIGGETT TRUSTEE	3208 US 64 HWY W	APEX NC 27523-8441	
WILKINS, STEVEN B TRUSTEE WILKINS, KATHRYN J TRUSTEE	3228 US 64 HWY W	APEX NC 27523-8441	
WILSON, TABATHA J	8320 JENKS RD	APEX NC 27523-7828	
APEX TOWN OF	PO BOX 250	APEX NC 27502-0250	
Current Tenant	1421 Goodwin RD	APEX NC 27523	
Current Tenant	1501 Goodwin RD	APEX NC 27523	
Current Tenant	8308 Jenks RD	APEX NC 27523	
Current Tenant	8321 Jenks RD	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	3228 Us 64 HWY W	APEX NC 27523	
Current Tenant	3301 Us 64 HWY W	APEX NC 27523	
Current Tenant	3416 Us 64 HWY W	APEX NC 27523	


Wizard Ln
American Tobacco Trail
Broken Yolk Trl
Goodwin Rd
Rezoning #22CZ21
Westford Apartments
Lowell Rd
Jenks Rd
The Reserve at Westford
Creekbird Rd
US 64 Hwy W
64
64
Sweetwater
Richardson Rd
Self Storage Rd
Deck Air Park
Smith Farm PUD
February 2023
February 2023 Aerial Photography
Prepared by: Town of Apex Planning Department
0
500
1,000
Feet

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: March 14, 2023

Item Details

Presenter(s): Shelly Mayo, Planner II

Department(s): Planning

Requested Motion

Motion to set the Public Hearing for the March 28, 2023 Town Council meeting regarding Rezoning Application #22CZ22 Elevate 64 West PUD. The applicant, FA Develop, LLC, seeks to rezone approximately 35.15 acres from Rural Residential (RR) to Planned Unit Development-Conditional Zoning (PUD-CZ). The proposed rezoning is located at 3805 & 3809 US Hwy 64 W.

Approval Recommended?

The Planning Department recommends approval.

Item Details

The properties to be rezoned are identified as PINs 0712842430 & 0712749870.

Attachments

- CN9-A1: Application – Rezoning No. 22CZ22 Elevate 64 West PUD
- CN9-A2: Aerial Map – Rezoning No. 22CZ22 Elevate 64 West PUD

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 #: 22CZ22 Submittal Date: 10/03/2022

Fee Paid $ Check #

PETITION TO AMEND THE OFFICIAL ZONING DISTRICT MAP

Project Name: Elevate 64 West

Address(es): 3805 & 3809 US Hwy 64

PIN(s) 0712-84-2430, 0712-74-9870

Acreage: +/- 35.15

Current Zoning: RR Proposed Zoning: PUD-CZ

Current 2045 LUM Designation: Office Employment, Commercial Services, 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: 35.15

Area proposed as non-residential development: Acreage: 10.545

Percent of mixed use area proposed as non-residential: Percent: 30%

Applicant Information

Name: FA Develop, LLC

Address: 530 Eugene Court

City: Greensboro State: NC Zip: 27401

Phone: 336.294.9199 E-mail: admin@signaturepropertygroup.com

Owner Information

Name: Louvenia Ann S Goodwin

Address: 3809 US 64 Hwy W

City: Apex State: NC Zip: 27523

Phone: 919-781-7074 E-mail:

Agent Information

Name: CE Group - Joe Faulkner

Address: 301 Glenwood Ave, Suite 220

City: Raleigh State: NC Zip: 27603

Phone: (919) 606-7703 E-mail: joe@CEGROUP.com

Other contacts:

PLANNED UNIT DEVELOPMENT APPLICATION

Application #: 22CZ22 Submittal Date: 10/03/2022

PLANNED UNIT DEVELOPMENT DISTRICT STANDARDS:

In return for greater flexibility in site design requirements, Planned Development (PD) Districts are expected to deliver exceptional quality community designs that preserve critical environmental resources; provide high quality community amenities; incorporate creative design in the layout of buildings, Resource Conservation Area and circulation; ensure compatibility with surrounding land uses and neighborhood character; provide high quality architecture; and provide greater efficiency in the layout and provision of roads, utilities, and other infrastructure. The Planned Development (PD) Districts shall not be used as a means of circumventing the Town's adopted land development regulations for routine developments. The PD text and plan should demonstrate how the standards of Sec. 2.3.4.F are met be the proposed rezoning.

LEGISLATIVE CONSIDERATIONS - CONDITIONAL ZONING

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

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

The 2045 Land Use Map designates this site for High Density Residential, Office Employment, and/or Commercial Services.The proposed use of 392 apartment units and 34,000 SF of commercial space is consistent with the 2045 Land Use Map.

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

Apex has designated the Highway 64 frontage for mixed use including high density residential. Adjoining or nearby sites have already been rezoned for townhomes, apartments, schools, and commercial uses which are under construction or completed.

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

The proposed CZ District will comply with Section 4.4's supplemental standards.

PETITION PROCESS INFORMATION

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

See attached Exhibit A for a discussion of proposed zoning conditions that will minimize any potential adverse effects. The proposed use will not generate excessive or unusual trash, traffic, or other nuisances.

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.

Please see attached Exhibit B, with recommendations of the Environmental Advisory Board and the Applicant's proposed zoning conditions to accommodate these recommendations.

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

The proposed uses are not likely to have any adverse impact on public facilities or services and are consistent with the Apex 2045 land use plan. Applicant has obtained a preliminary Traffic Impact Study indicating no adverse impact on roads.

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 uses will expand housing options for Apex residents, as well as extend a segment of greenway. The proposed development will include construction of a 12" water main on the frontage of Hwy 64 per Apex long-term infrastructure plan.

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

The proposed uses will not be detrimental to adjacent properties. On the contrary, the construction of new road, water, and sewer infrastructure in this development will benefit adjacent properties and increase their value.

PETITION PROCESS INFORMATION

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

The proposed uses will not constitute a nuisance or hazard due to traffic, noise, or population. The preliminary TIA demonstrates a no adverse impact on traffic, and the proposed use is consistent with the Apex 2045 Land Use Plan.

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 applicant will seek site plan review from Apex staff to create a development that meets or exceeds the requirements of the UDO.

DEVELOPMENT NAME APPROVAL APPLICATION

Application #: 22CZ22 Submittal Date: 10/03/2022

Fee for Initial Submittal: No Charge Fee for Name Change after Approval: $500*

Purpose

To provide a consistent and clearly stated procedure for the naming of subdivisions and/or developments and entrance roadways (in conjunction with *Town of Apex Address Policy*) so as to allow developers to define and associate the theme or aesthetics of their project(s) while maintaining the Town's commitment to preserving the quality of life and safety for all residents of Apex proper and extraterritorial jurisdiction.

Guidelines

- ✓ The subdivision/development name shall not duplicate, resemble, or present confusion with an existing subdivision/development within Apex corporate limits or extraterritorial jurisdiction except for the extension of an existing subdivision/development of similar or same name that shares a continuous roadway.
- ✓ The subdivision/development name shall not resemble an existing street name within Apex corporate limits or extraterritorial jurisdiction unless the roadway is a part of the subdivision/development or provides access to the main entrance.
- ✓ The entrance roadway of a proposed subdivision/development shall contain the name of the subdivision/development where this name does not conflict with the Town of Apex *Road Name Approval Application* and *Town of Apex Address Policy* guidelines.
- ✓ The name "Apex" shall be excluded from any new subdivision/development name.
- ✓ Descriptive words that are commonly used by existing developments will be scrutinized more seriously in order to limit confusion and encourage distinctiveness. A list of commonly used descriptive words in Apex's jurisdiction is found below.
- ✓ The proposed subdivision/development name must be requested, reviewed and approved during preliminary review by the Town.
- ✓ A $500.00 fee will be assessed to the developer if a subdivision/development name change is requested after official submittal of the project to the Town.*

*The imposed fee offsets the cost of administrative changes required to alleviate any confusion for the applicant, Planning staff, other Town departments, decision-making bodies, concerned utility companies and other interested parties. There is no charge for the initial name submittal.

Existing Development Titles, Recurring

	Residential	Non-Residential
10 or more	Creek, Farm(s), Village(s),	Center/Centre
6 to 9	Crossing(s), Park, Ridge, Wood(s)	Commons, Park
3 to 5	Acres, Estates, Glen(s), Green•, Hills	Crossing(s), Plaza, Station, Village(s)

•excludes names with Green Level

DEVELOPMENT NAME APPROVAL APPLICATION

Application #: 22CZ22 Submittal Date: 10/03/2022

Proposed Subdivision/Development Information

Description of location: 3809 Highway 64 West

Nearest intersecting roads: New Hill Olive Chapel Road to the west, Lawson Lane (private), to the east.

Wake County PIN(s): 0712-84-2430, 0712-74-9870

Township: White Oak

Contact Information (as appropriate)

Contact person: Craig Taylor

Phone number: 336.294.9199 Fax number:

Address: 530 Eugene Court, Greensboro NC 27401

E-mail address: ctaylor@signaturepropertygroup.com

Owner: Louvenia Ann S Goodwin

Phone number: 919-781-7074 Fax number:

Address: 3809 US 64 Hwy W, Apex NC 27523

E-mail address:

Proposed Subdivision/Development Name

1st Choice: Elevate 64 West

2nd Choice *(Optional)*:

Town of Apex Staff Approval:

Town of Apex Planning Department Staff Date

TOWN OF APEX UTILITIES OFFER AND AGREEMENT

Application #: 22CZ22 Submittal Date: 10/03/2022

Town of Apex
73 Hunter Street
P.O. Box 250 Apex, NC 27502
919-249-3400

WAKE COUNTY, NORTH CAROLINA CUSTOMER SELECTION AGREEMENT

_____

_____
(the "Premises")

The Town of Apex offers to provide you with electric utilities on the terms described in this Offer & Agreement. If you accept the Town's offer, please fill in the blanks on this form and sign and we will have an Agreement once signed by the Town.

_____, the undersigned customer ("Customer") hereby irrevocably chooses and selects the Town of Apex (the "Town") as the permanent electric supplier for the Premises. Permanent service to the Premises will be preceded by temporary service if needed.

The sale, delivery, and use of electric power by Customer at the Premises shall be subject to, and in accordance with, all the terms and conditions of the Town's service regulations, policies, procedures and the Code of Ordinances of the Town.

Customer understands that the Town, based upon this Agreement, will take action and expend funds to provide the requested service. By signing this Agreement the undersigned signifies that he or she has the authority to select the electric service provider, for both permanent and temporary power, for the Premises identified above.

Any additional terms and conditions to this Agreement are attached as Appendix 1. If no appendix is attached this Agreement constitutes the entire agreement of the parties.

Acceptance of this Agreement by the Town constitutes a binding contract to purchase and sell electric power.

Please note that under North Carolina General Statute §160A-332, you may be entitled to choose another electric supplier for the Premises.

Upon acceptance of this Agreement, the Town of Apex Electric Utilities Division will be pleased to provide electric service to the Premises and looks forward to working with you and the owner(s).

ACCEPTED:

CUSTOMER: _____ TOWN OF APEX

BY: _____ BY: _____
Authorized Agent Authorized Agent

DATE: _____ DATE: _____

AGENT AUTHORIZATION FORM

Application #: 22CZ22 Submittal Date: 10/03/2022

Louvenia Ann S. Goodwin 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: 3805 & 3809 US Hwy 64 West, Apex NC

The agent for this project is: FA Develop, LLC

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

Agent Name: FA Develop, LLC

Address: 530 Eugene Ct, Greensboro NC 27401

Telephone Number: 336.294.9199

E-Mail Address: admin@signaturepropertygroup.com

Signature(s) of Owner(s)*

X Louvenia Ann S. Goodwin

Louvenia Ann S Goodwin — October 3, 2022

Type or print name — Date

_____

_____ _____

Type or print name — Date

Attach additional sheets if there are additional owners.

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

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

AFFIDAVIT OF OWNERSHIP

Application #: 22CZ22 Submittal Date: 10/03/2022

The undersigned, FA Develop, LLC (the "Affiant") first being duly sworn, hereby swears or affirms as follows:

1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the sole owner, or is the authorized agent of all owners, of the property located at 3805&3809 US Hwy 64 West, Apex NC and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").

2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.

3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated _____, and recorded in the Wake County Register of Deeds Office on _____, in Book _____ Page _____.

4. If Affiant is the authorized agent of the owner(s) of the Property, Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).

5. If Affiant is the owner of the Property, from the time Affiant was deeded the Property on _____, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on _____, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.

This the 3d day of October, 2022.

_____ (seal)

VP - FA Develop, LLC - Craig Taylor

Type or print name

STATE OF NORTH CAROLINA
COUNTY OF Guilford

I, the undersigned, a Notary Public in and for the County of Guilford, hereby certify that Craig A. Taylor, 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.

Erika K. Larson
NOTARY PUBLIC
Davidson County, NC
My Commission Expires April 06, 2026

_____
Notary Public
State of North Carolina
My Commission Expires: 4-6-24

AFFIDAVIT OF OWNERSHIP: EXHIBIT A – LEGAL DESCRIPTION

Application #: 22CZ22 Submittal Date: 10/03/2022

Insert legal description below.

Being all of Wake County parcel number 0712749870 and 0712842430 as described in deed book (D.B.) 18884 page (Pg.) 1101 and book of maps (B.M.) 1987 Pg. 493, recorded in the Wake County Register of Deeds and being more particularly bounded and described as follows:

Beginning at a 1/2” iron pipe, said pipe being the Northwest corner of Mabopane Foundation as described in D.B. 17693 Pg. 551 and on the Southern right of way (R/W) of U.S. HWY 64, thence following the Southern R/W of U.S. HWY 64 for the following courses and distances N 82°56'01” E a distance of 583.30' to THE TRUE POINT OF BEGINNING, a 1/2” iron pipe, being the Northeast corner of said Mabopane Foundation; thence N 82°56'01" E a distance of 1432.12' to a 5/8” rebar, the Northwest corner of Clara's Legacy, LLC as described in D.B. 18483 Pg. 1288; thence with the Western lines of said Clara's Legacy, LLC and Gaylene W. Goodwin as described in D.B. 12-E Pg. 3228 S 00°38'48" W a distance of 1323.37' to a 1” iron pipe, the Northeast corner of Seagroves Family, LLC as described in D.B. 14213 Pg. 2028, passing a 1” iron pipe at a distance of 528.04' and a 1/2” iron pipe at a distance of 865.27'; thence with the Northern line of said Seagroves Family, LLC N 89°57'28" W a distance of 1002.06' to a 1/2” iron pipe, the Northwest corner of said Seagroves Family, LLC and on the Eastern line of Deer Creek Owners Association, as described om D.B. 19016 Pg. 2557, passing a 1/2” iron pipe at a distance of 687.31'; thence with the Eastern line of said Deer Creek Owners Association for the following courses and distances N 03°21'09" E a distance of 195.23' to a 1/2” iron pipe; thence
N 29°30'01" W a distance of 573.36' to a 1/2” iron pipe; thence N 86°51'40" W a distance of 149.09' to a 1/2” iron pipe, on the Northern line of said Deer Creek Owners Association and the Southeast corner of said Mabopane Foundation; thence following the Eastern line of said Mabopane Foundation N 02°00'16" E a distance of 444.55' to the point of beginning, having an area of 35.15 acres, more or less.

Developer Company *Information*	
Company *Name*	FA Develop, LLC
Company Phone *Number*	336.294.9199
Developer Representative *Name*	Craig Taylor
Developer Representative *Phone Number*	336.294.9199
Developer Representative *Email*	ctaylor@signaturepropertygroup.com

New Residential Subdivision *Information*	
Date of Application for Subdivision	
City, Town or Wake County Jurisdiction	Apex
Name of Subdivision	Elevate 64
Address of Subdivision (if unknown enter nearest cross streets)	3805 US Hwy 64 W
REID(s)	
PIN(s)	0712-84-2430, 0712-74-9870

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

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

Please send any questions about this form to:

studentassignment-gis-group@wcpss.net

Projected Dates *Information*	
Subdivision *Completion Date*	October 2025
Subdivision *Projected First Occupancy Date*	July 2024

Lot by Lot Development *Information*																		
Unit Type	Total # of Units	**Senior Living**	**Studio**	**1 Bedroom**	**2 Bedroom**	**3 Bedroom**	**4 Bedroom**	Square Foot Range		Price Range		Anticipated Completion Units & Dates					
								Min	Max	Low	High	Year	# Units	Year	# Units	Year	# Units
Single Family																	
Townhomes																	
Condos																	
Apartments	392			200	192							2024	224	2025			
Other																	

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?

- Rezonings (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 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.

9/14/2022
Date

Dear Neighbor:

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

3805 US 64 Hwy West	0712842430
3809 US 64 Hwy West	0712749870
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
☑	Rezoning (including Planned Unit Development) Proposed Transportation Plan Amendments are associated	Town Council
☐	Major Site Plan	Technical Review Committee (staff)
☐	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)
☐	Special Use Permit	Board of Adjustment (QJPH*)
☐	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)):

392 Multifamily apartments and 34,000sq feet of Commercial Office Space

Estimated submittal date: October 3, 2022

MEETING INFORMATION:

Property Owner(s) name(s):	Louvenia Ann S. Goodwin
Applicant(s):	FA Develop, LLC
Contact information (email/phone):	ctaylor@signaturepropertygroup.com/(336)294-9199
Meeting Address:	See attached
Date/Time of meeting**:	September 29/5:00 to 7:00

Welcome: 5:00-5:10 Project Presentation: 5:10-6:00 Question & Answer: 6:00-7:00

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

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: Elevate Apex Zoning: Ex. = RR / Prop.= PUD-CZ

Location: 3805/3809 US 64 Highway West

Property PIN(s): 0712842430_0712749870 Acreage/Square Feet: +/- 35.15 Acres

Property Owner: Louvenia Ann S. Goodwin

Address: 3809 US Highway 64 West

City: Apex State: NC Zip: 27563

Phone: 919-781-7074 Email:

Developer: FA Develop, LLC

Address: 530 Eugene Ct.

City: Greensboro State: NC Zip: 27401

Phone: (336) 294-9199 Fax: Email: ctaylor@signaturepropertygroup.com

Engineer: CE Group

Address: 301 Glenwood Ave, Suite 220

City: Raleigh State: NC Zip: 27603

Phone: (919) 606-7703 Fax: Email: joe@CEGROUP.com

Builder (if known): Signature Development Group

Address: 530 Eugene Ct.

City: Greensboro State: NC Zip: 27401

Phone: (336) 294-9199 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) James Gregg, Utility Engineering Manager (Water & Sewer)	(919) 249-3537 (919) 249-3324
Electric Utilities Division Rodney Smith, Electric Technical Services Manager	(919) 249-3342

Providing Input to Town Council:

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

Private Agreements and Easement Negotiation:

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

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

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

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

Documentation:

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

COMMON CONSTRUCTION ISSUES & WHO TO CALL

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

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

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

Construction Traffic:	**James Misciagno**	**919-372-7470**

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

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

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

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

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

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

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

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

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

Dust:	**James Misciagno**	**919-372-7470**

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

Trash:	**James Misciagno**	**919-372-7470**

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

Temporary Sediment Basins:	**James Misciagno**	**919-372-7470**

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

Stormwater Control Measures:	**Jessica Bolin**	**919-249-3537**

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

Electric Utility Installation:	**Rodney Smith**	**919-249-3342**

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

NEIGHBORHOOD MEETING SIGN-IN SHEET

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

Meeting Address: Zoom Meeting

Date of meeting: 9/29/2022 Time of meeting: 5PM to 7PM

Property Owner(s) name(s): Louvenia Ann S Goodwin

Applicant(s): FA Develop, LLC

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.	Ryan Smith/Seagroves Family, LLC	1732 Lawson Ln. Apex, NC 27502			
2.	Paula Howard	599 Neodak Rd Apex, NC 27523			
3.	Jennifer Gordiano	2021 Buckner Clark Rd Pittsboro 27312			
4.	Rebecca Iphone	1125 Chestnut Bluff Run Apex 27502			
5.	Joe Faulkner/CE Group	301 Glenwood Ave Suite 220 Raleigh			
6.	Craig Taylor/Signature	530 Eugene Ct. Greensboro			
7.	Britt Bowers/Signature	530 Eugene Ct. Greensboro			
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): Louvenia Ann S. Goodwin

Applicant(s): FA Develop, LLC

Contact information (email/phone): ctaylor@signaturepropertygroup.com/336-294-9199

Meeting Address: Zoom Meeting

Date of meeting: 9/29/2022 Time of meeting: 5PM - 7PM

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:

How wide will the perimeter buffers be on the southern boundary of the property? Commenter believes buffers should be 50 feet due to neighboring land being Agricultural Type 6.

Applicant's Response:

Buffers currently designed at 25 feet, we will check UDO and design accordingly.

Question/Concern #2:

Neighboring land is Wake County Voluntary Agricultural District, activities involve controlled burning and heavy equipment. May be requirement to notify residents of these activities.

Applicant's Response:

Applicant will review notification requirements and address accordingly.

Question/Concern #3:

Neighboring land has an agricultural dam that if breached may flow onto subject property.

Applicant's Response:

Based on the topo any breach would go into Deer Creek, not toward planned buildings.

Question/Concern #4:

Fences and retaining walls and how will your property be graded out?

Applicant's Response:

Too early in the process to know for sure.

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): Louvenia Ann S. Goodwin

Applicant(s): FA Develop, LLC

Contact information (email/phone): ctaylor@signaturepropertygroup.com/336-294-9199

Meeting Address: Zoom Meeting

Date of meeting: 9/29/2022 Time of meeting: 5PM - 7PM

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~~ 5:
Will new roads stub directly to property line? Expressed concern about new road exposing neighboring land to trespassing and illegal dumping.

Applicant's Response:
Typically town requires new roads to be built to property line. Applicant will consider fencing and barriers to reduce trespassing.

Question/Concern ~~#2~~ 6:
Commenter questioned impact of development on Lawson Lane which is private road, specifically regarding access, fencing, and setbacks.

Applicant's Response:
New development will not connect to Lawson Lane. Setbacks will be in accordance with UDO. Fencing in the area will be considered.

Question/Concern ~~#3~~ 7:
When we will have a more detailed site plan?

Applicant's Response:
Probably by the end of October.

Question/Concern ~~#4~~ 8:
Are zoom meetings the required way to have neighborhood meetings? An in person meeting would be better. Many residents that wanted to attend but couldn't because of technology limitations.

Applicant's Response:
Zoom meetings are optional. We will consider holding a second, in-person meeting.

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): Louvenia Ann S. Goodwin

Applicant(s): FA Develop, LLC

Contact information (email/phone): ctaylor@signaturepropertygroup.com/336-294-9199

Meeting Address: Zoom Meeting

Date of meeting: 9/29/2022 Time of meeting: 5PM - 7PM

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~~: 9

What areas will be tree save areas? Will there be Type A or B Buffers?

Applicant's Response:

Tree save areas and buffers shown in Green on site plan, subject to further design and review by Apex. Buffer is currently planned for Type B.

Question/Concern #~~2~~: 10

Have you done a traffic study? Is DOT recommending U turn at Pinefield Road? Will additional traffic lights be installed?

Applicant's Response:

Preliminary TIA is complete, suggests minimal impact on traffic. Development will be right out only, with u-turn possible at Pinefield. TIA does not suggest additional traffic lights.

Question/Concern #~~3~~: 11

Where is the construction entrance? Will Lawson Lane be used for construction traffic?

Applicant's Response:

Construction entrance will be on Highway 64 at approximate location of current driveways. Lawson Lane will not be used.

Question/Concern #~~4~~: 12

What is the height of 4 story apartment building? Will it have a flat roof or pitched?

Applicant's Response:

Not sure of the height but we can find out. We plan to use pitched roofs in this location.

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, Craig Taylor, 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 Meeting (location/address) on September 29, 2022 (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.

10/3/22
Date

By: _____

STATE OF NORTH CAROLINA
COUNTY OF ~~WAKE~~ Guilford

Sworn and subscribed before me, ERIKA K. LARSON, a Notary Public for the above State and County, on this the 3rd day of October, 20 22.

SEAL

_____
Notary Public

ERIKA K. LARSON
Print Name

Erika K. Larson
NOTARY PUBLIC
Davidson County, NC
My Commission Expires April 06, 2026

My Commission Expires: 4-6-26

EXHIBIT A

ELEVATE 64 WEST – PROPOSED ZONING CONDITIONS

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.

20. Multi-family apartments
21. Day care facility
22. Church or place of worship
23. Drop-in or short-term day care
24. Government service
25. School, public or private
26. Veterinary clinic
27. Pet services
28. Botanical garden
29. Greenway
30. Park, active
31. Park, passive
32. Recreation facility, private
33. Restaurant, general
34. Medical or dental office or clinic
35. Medical or dental laboratory
36. Office, business or professional
37. Publishing office
38. Research facility
39. Hotel or motel

1. Artisan studio
2. Barber and beauty shop
3. Book store
4. Convenience store
5. Dry cleaners and laundry service
6. Financial institution
7. Floral shop
8. Greenhouse or nursery, retail
9. Grocery, general or specialty
10. Health/fitness center or spa
11. Newsstand or gift shop
12. Personal service
13. Pharmacy
14. Real estate sales
15. Retail sales, general
16. Studio for art
17. Tailor shop
18. Microbrewery
19. Microdistillery

Exteriors shall incorporate variation in materials. The primary (front) façade of the main buildings to be considered may include:

1. Brick and/or stone masonry
2. Decorative concrete block (integral color and/or textured)
3. Stone accents

4. Aluminum storefronts with anodized or pre-finished window colors
5. EIFS cornices, and parapet trim
6. Precast concrete
7. Roof features may include flat roofs with parapet, hip roofs, shed roofs, or awnings with metal or canvas material
8. Soffit and fascia materials to be considered include EIFS with crown trim elements
9. Cementitious siding
10. Decorative metal wall or signage elements

Exterior materials not allowable as a part of the development are as follows:

1. Vinyl siding
2. Painted, smooth faced concrete block
3. Metal walls

Greenway:

Elevate 64 West will extend the public Reedy Branch Greenway from the Deer Creek subdivision to the eastern property line of Elevate 64 West, exact route to be determined.

EXHIBIT B

ELEVATE 64 WEST – PROPOSED ENVIRONMENTAL ZONING CONDITIONS

The Applicant met with the Apex Environmental Advisory Board (EAB) on July 20, 2022. The EAB made seven recommendations. These recommendations, and Applicants plan to address them, are set forth below:

1. Existing pond will be retained and protected.
    - Applicant response: Agreed.
2. Install a minimum of 10 pet waste stations.
    - Applicant response: Agreed.
3. Native flora will be incorporated into landscape plan.
    - Applicant response: Agreed.
4. A minimum 25-kilowatt (kW) solar PV system for the generation of electricity to offset the electric consumption of the common area and pool. A 25-kW solar PV system will consist of approximately 66 solar panels.
    - Applicant response: Applicant has contacted a qualified, Triangle-based solar energy consulting and installation firm to evaluate the feasibility of the suggested system. Applicant intends to install the system if the consultant's report projects a reasonable return on the investment. Applicant will provide additional feedback on this recommendation during the rezoning process and a final decision before the Planning Board meeting.
5. Five percent (5%) of the parking spaces have EV charging stations installed.
    - Applicant response: Agreed. Note that this will be accomplished through a combination of DC rapid-charging stations and AC household charging stations.
6. The retention ponds be sized to accommodate the 25-year and 100-year 24-hour storm.
    - Applicant response: Agreed.
7. SCM and infrastructure shall not be placed in the stream buffer area, with the exception of Apex utility and greenway easements.
    - Applicant response: Agreed.

ELEVATE 64 WEST

Planned Unit Development

Apex, North Carolina

November 4, 2022



APPLICANT: FA Develop, LLC
530 Eugene Ct
Greensboro, NC 27401

CONSULTANT: CE Group, Inc.
301 Glenwood Ave. Suite 220
Raleigh, NC 27603

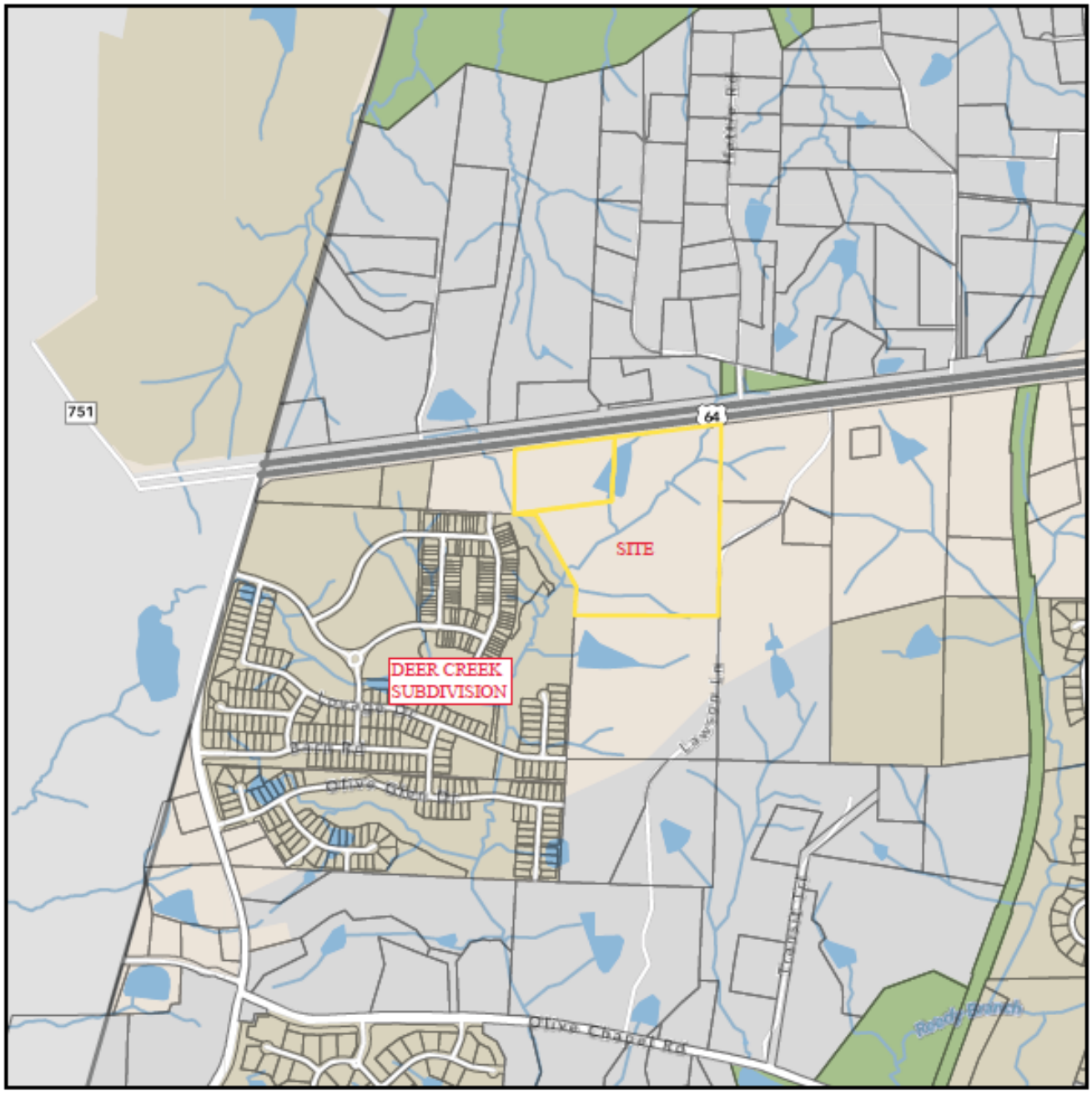
ELEVATE 64 WEST

TABLE OF CONTENTS

VICINITY MAP....3
PROJECT DATA....4
PURPOSE STATEMENT....5
PERMITTED USES....5
DESIGN CONTROLS....8
ARCHITECTURAL STANDARDS....9
PARKING AND LOADING....15
SIGNAGE....15
NATURAL RESOURCES AND ENVIRONMENTAL DATA....15
STORMWATER MANAGEMENT....17
PARKS AND RECREATION....17
PUBLIC FACILITIES....18
PHASING....19
CONSISTENCY WITH LAND USE PLAN....19
COMPLIANCE WITH UDO....20

ELEVATE 64 WEST

VICINITY MAP



ELEVATE 64 WEST

PROJECT DATA

Name of Project:	Elevate 64 West
Property Owner:	Louvenia Ann S Goodwin 3809 US 64 Hwy West Apex, NC 27523
Developer:	FA Develop, LLC 530 Eugene Ct Greensboro, NC 27401
Prepared by:	CE Group, Inc. 301 Glenwood Avenue Suite 220 Raleigh, NC 27603
Current Zoning:	Rural Residential (RR)
Proposed Zoning:	Planned Unit Development Conditional Zoning (PUD-CZ)
Current 2045 Land Use Map Designation:	Mixed Use: Office Employment/Commercial Services/High Density Residential
Site Address:	3805 & 3809 US Hwy 64 West Apex, NC
Property Identification Number:	0712749870 & 071282430
Total Acreage:	+/- 35.15 Acres
Area Designated as Mixed Use on 2045 LUM:	+/-35.15 Acres
Area Proposed as Non-Residential:	30% minimum - 10.545 Acres Minimum (including RCA, Buffers, etc)

ELEVATE 64 WEST

PURPOSE STATEMENT

Elevate 64 West is a proposed mixed-use development consisting of high density residential and non-residential uses. The property is located along the southern side of the US Hwy 64 West corridor and is adjacent to the existing Deer Creek Subdivision to the west and agricultural / residential use land to the south and east. All these surrounding properties are designated as mixed use on the 2045 Land Use Map, which promotes commercial, office, and high-density residential uses.

The proposed development will consist of high-density residential luxury apartments which will be highly amenitized. Amenities will include a pool, clubhouse with fitness area, outdoor grilling kitchen, dog park, and many others. In addition to the high density residential the development will also provide for complimentary non-residential uses in accordance with the 2045 Land Use Map. The total site area is 35.15 acres of which 30% minimum will be dedicated to these non-residential uses. The non-residential use will be located along the US 64 Highway corridor.

The development is compatible with the surrounding areas. This site is within a rapidly developing area of the Town's ETJ with Deer Creek subdivision and Triangle Math and Science Academy located to the west. Agriculture and a single-family residence are located to the east of the site. There is an existing Forestry use to the south which will be partially buffered by an open space/stormwater control measure area which will include a 50-foot buffer as required by UDO section 8.2.6. The remaining portion of the forestry use will be buffered via a new planned local connector roadway (50' right-of-way) which will also provide a 30-foot street front buffer along the property line.

There is also an amendment to the Town's Transportation Plan that will include a future north-south Major Collector that can potentially connect US Highway 64 to Olive Chapel Road. In addition, there is an east-west future local connector being proposed. This development will construct both roads within the boundaries of the project.

ELEVATE 64 WEST

The proposed layout will preserve the existing non-jurisdictional pond in addition to protecting other environmentally sensitive areas on the property and required Resource Conservation Areas as required by the Town's UDO. There is an existing greenway located on the adjacent Deer Creek subdivision which will be extended 730-feet offsite through this development and connected to the internal roadway system. This connection provides further connectivity for the Town's greenway system plan, benefiting current and future residents. In addition, there will be internal sidewalks providing safe connectivity to the proposed uses and to the adjacent properties.

ELEVATE 64 WEST

PERMITTED USES

Below is a list of permitted uses for both the high-density residential use area and non-residential uses. All uses are subject to the limitations and regulations stated in the Town's UDO.

RESIDENTIAL:

Condominium
Multi-family or Apartment

NON-RESIDENTIAL:

Day care facility
Drop-in or sort term day care
Government Service
Veterinary clinic or hospital
Botanical garden
Greenway
Park, active
Park, passive
Recreational facility, private
Restaurant, general
Medical or dental office or clinic
Medical or dental laboratory
Office, business or professional
Publishing office
Hotel or motel
Artisan studio
Barber and beauty shop
Book store
Convenience store
Dry cleaners and laundry service
Financial institution
Floral shop
Health/fitness center or spa
Personal Service
Pharmacy
Studio for art
Tailor shop
Pet services
Microbrewery
Microdistillery
Grocery, general
Grocery, specialty
Retail sales, general
Real estate sales

ELEVATE 64 WEST

DESIGN CONTROLS

RESIDENTIAL

MULTI-FAMILY APARTMENT OR CONDOMINIUMS

Acreage:	Approximately 24.585 acres
Total Number of Units:	392 units maximum (1- and 2-bedroom units)
Maximum Building Height:	60’ 4-stories

Internal Building setbacks per UDO section 5.2.2.F

Building Setback along Southern Parent Property line (Forestry Use)	95’

NONRESIDENTIAL

Acreage:	Approximately 10.545 acres
Maximum Height:	40’ 2-stories

Notwithstanding any contrary UDO provision or language in this PUD, there shall be no minimum setback or buffer requirement along the shared property line between the Residential and Non-residential uses.

BUFFERS/STREETSCAPES/LANDSCAPING

Perimeter Buffers:

Western Buffer:	15-foot Type A
Southern Buffer:	50-foot (along non-roadway frontage section Forestry use) Type A 30-foot Streetfront Type B along local collector south side of roadway 10-foot Streetfront Type A along local collector north side of roadway
Eastern Buffer:	20-foot Type B, except where the Lawson Lane encroaches onto property. Where the encroachment occurs, there shall be a 10-foot Type B buffer.

Streetscape Buffers:

Along US 64 – 100-feet Type A

Along New Major Collector - 10-feet Type A

Per UDO 8.2.6.B.5.f.ii.c:: Highway buffers along non-residential uses meeting all of the following criteria shall be reduced to a planted 50' Type A buffer.

i. No more than 20% of the façades of non-residential buildings facing the highway can use EIFS or other synthetic stucco.
ii. Pedestrian connections in the form of sidewalks and/or multi-use paths shall be made from non-residential buildings to adjacent residential development and properties with future residential land use. The form of the connection shall be determined by the Director of Planning and Community Development or designee.
iii. Furthermore, properties that front a limited-controlled access highway with no other access or road frontage shall be allowed to reduce the opacity of no more than 50% of this buffer to a Type E buffer. The remainder of the buffer shall be planted to a Type A standard.

AFFORDABLE HOUSING

At least twenty (20) residential units or, if greater, five percent (5%) of the total residential units (as shown on the first site plan submittal), shall be designated as restricted workforce affordable housing rental units (the "Affordable Units") for a minimum affordability period of ten (10) years starting from the date of issuance of the first residential Certificate of Occupancy (the "Affordable Restriction Period"). The Affordable Units shall be occupied by households earning no more than eighty percent (80%) of the Raleigh, NC Metropolitan Statistical Area (MSA) Area Median Income (AMI), adjusted for family size, as most recently published by the U.S. Department of Housing and Urban Development (HUD). The Affordable Units may be either one or two bedroom units and rented during the Affordable Restriction Period at maximum rent limits applicable to households earning eighty percent (80%) of the Raleigh, NC Area Median Income ("AMI"), adjusted for family size, 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. Prior to issuance of the first residential Certificate of Occupancy, a restrictive covenant between the Town and property owner shall be executed and recorded in the Wake County Registry to memorialize the affordable housing terms and conditions. During the Affordable Restriction Period, the property owner shall be responsible for performing all property management and administration duties to ensure compliance with this affordable housing condition and shall submit annual compliance reports to the Town verifying compliance with this affordable housing condition. Following expiration of the Affordable Restriction Period, this affordable housing condition shall expire, and the property owner shall be relieved of all obligations set forth in this affordable housing condition, and the Affordable Units may freely be marketed and leased at market-rate rents.

ARCHITECTURAL STANDARDS

The following architectural controls are offered to ensure a consistency of character throughout the development, while allowing for enough variety to create interest and avoid monotony.

ELEVATE 64 WEST

RESIDENTIAL REQUIREMENTS

1. Vinyl siding is not permitted; however, vinyl windows, decorative elements and trim are permitted.
2. Siding materials shall be varied in type and/or color on 30% of each façade on each building.
3. Windows must vary in size and/or type.
4. Windows that are not recessed must be trimmed.
5. Recesses and projections shall be provided for at least 50% of each façade on each building.
6. Rooflines cannot be a single mass; they must be varied with the use of gables or parapets.
7. Garage doors must have windows, decorative details or carriage-style adornments on them.
8. Four of the following decorative features shall be used on each building:

- Decorative shake
- Board and batten
- Decorative porch railing/posts
- Shutters
- Decorative/functional air vents on roof or foundation
- Recessed windows
- Decorative windows
- Decorative brick/stone
- Decorative gables
- Decorative cornices

Tin/metal roof

NON-RESIDENTIAL REQUIREMENTS

1. The predominant exterior building materials shall be high quality materials, including:
    1. Brick masonry
    2. Decorative concrete block (either integrally colored or textured)
    3. Stone accents
    4. Aluminum storefronts with anodized or pre-finished colors.
    5. EIFS cornices, and parapet trim
    6. Precast concrete
2. EIFS or synthetic stucco shall not be used in the first forty inches above grade.
3. The building exterior shall have more than one material color.
4. The building shall have more than one parapet height.
5. The main entrance to the building shall be emphasized.
6. Only full cut-off lighting fixtures and fixtures with external house-side shields shall be allowed where non-residential properties are adjacent to residential properties.

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

ELEVATE 64 WEST

REPRESENTATIVE RESIDENTIAL BUILDING ELEVATIONS



ELEVATE 64 WEST



REPRESENTATIVE NON-RESIDENTIAL BUILDING ELEVATIONS



ELEVATE 64 WEST



ELEVATE 64 WEST





ELEVATE 64 WEST

PARKING AND LOADING

Development in the Residential District shall comply with parking requirements in Section 8.3.2 of the Town of Apex UDO. Any garage units within the residential development will count towards parking requirement. Residential parking will provide a minimum of 5% of total parking with access to EV Charging.

Parking in the Non-Residential area shall comply with parking requirements in Section 8.3.2 of the Town of Apex UDO**.**

SIGNAGE

Signage shall comply with UDO Section 8.7*.*

NATURAL RESOURCES AND ENVIRONMENTAL DATA

RIVER BASINS AND WATERSHED PROTECTION OVERLAY DISTRICTS

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

Resource Conservation Areas (RCA)

The Development shall include a minimum of 25% RCA. RCA area shall comply with Section 8.1.2 of the UDO.

Floodplain

The project site does not sit within a designated current or future 100 year floodplain as shown on the Town of Apex FEMA map and FIRM Panel 3720071200L, dated July 19, 2022.

Historic Structures

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

ELEVATE 64 WEST

Environmental Commitments Summary

The Applicant met with the Apex Environmental Advisory Board (EAB) on July 20, 2022. The EAB made seven recommendations. These recommendations, and Applicants plan to address them, are set forth below:

1. Existing pond will be retained and protected.
   a. The existing pond shall be preserved and protected.
2. Install a minimum of 10 pet waste stations.
   a. The project shall install at least ten (10) pet waste station throughout the community in locations that are publicly accessible, such as adjacent to amenity centers, SCMs, sidewalks, greenways or side paths.
3. Native flora will be incorporated into landscape plan.
   a. The project shall increase biodiversity within perimeter buffers, common owned open space, and other landscape areas by providing a variety of native and adaptive species for the canopy, understory and shrub levels. A minimum of 75% of the species selected shall be native of North Carolina. No invasive species shall be permitted. No single species of tree or shrub shall constitute more than 20% of the plant material of its type within a single development site.
4. A minimum 7.5-kilowatt (kW) solar PV system for the generation of electricity to partially offset the electric consumption of the common area and pool.
   a. A solar photovoltaic (PV) system of at least 7.5 KW shall be instated within the development. All solar installation required by this condition shall be completed or under construction prior to 90% of the building permits being issued for the development. The system may be spread across on or more of the buildings, as needed. Any buildings with the solar PV system shall be identified on the Site Plan which may be amended from time to time.
5. Five percent (5%) of the parking spaces have EV charging stations installed.
   a. The developer shall provide 5% of all parking spaces as EV charging spaces.
6. For stormwater management, post-development peak runoff shall not exceed the pre-development peak runoff for the 25-year and 100-year 24-hour storm events.
   a. Post-development peak runoff shall not exceed pre-development peak runoff for the 24-hour, 1-year, 10-year, 25-year and 100-year storm events in accordance with the Unified Development Ordinance.
7. SCM and infrastructure shall not be placed in the stream buffer area, with the exception of Apex utility and greenway easements.
   a. No clearing or land disturbance shall be permitted within the riparian buffer, except the minimum necessary to install required sewer infrastructure, greenways, roadways, and SCM outlets. The SCM water storage and treatment area shall not be permitted within the riparian buffer. The sewer shall be designed to minimize impacts to the riparian buffer.

ELEVATE 64 WEST

STORMWATER MANAGEMENT

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

- Post development peak runoff shall not exceed pre-development peak runoff conditions for the 1 year, 10 year, 25 year, 100 year and 24-hour storm events.
- Treatment for the first 1 inch of runoff will provide 85% removal of total suspended solids.

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

No clearing or land disturbance shall be permitted within the riparian buffer, except the minimum necessary to install required sewer infrastructure, greenways, roadways, and SCM outlets. The SCM water storage and treatment area shall not be permitted within the riparian buffer. The sewer shall be designed to minimize the impacts to the riparian buffer.

Existing Pond on-site will have at a minimum 1,500 sf of submerged and/or partially submerged vegetative shelf planted with wetland plantings to aid with water quality and protect the shoreline from erosion. Density of plantings will consist of 50 plants per 200 sf of area. Plant material will be in accordance to the NCDENR BMP manual Chapter C-3.

PARKS AND RECREATION

The Elevate 64 West project was reviewed at the November 30th, 2022 Parks, Recreation and Cultural Resources Advisory Commission meeting. The Advisory Commission unanimously recommended a fee-in-lieu of dedication with credit for the construction of greenway trail within the project boundary as well as off-site into the existing, adjacent Deer Creek Subdivision. The rate of the fees owed will be set at the time of rezoning approval by the Town Council and will run the life of the project for the number and type of units proposed.

GREENWAY TRAILS

The Advisory Commission also recommended the proposal for Elevate 64 West to extend the public Reedy Creek Greenway from the existing Deer Creek subdivision to the western property line of Elevate 64 West. Greenway will also be extended within Elevate 64 West to proposed internal pedestrian network, exact route to be determined at the time of Site Plan approval. All approved greenway trails must be completed prior to the point of 50% of the Total number or residential units in the project being issued a building permit for the Site Plans.

ELEVATE 64 WEST

PUBLIC FACILITIES

The proposed PUD shall meet all Public Facilities requirements as set forth in Town of Apex UDO and shall be designed according to the Town of Apex and NCDOT engineering standards where applicable. Road and utility infrastructure shall be as follows:

GENERAL ROADWAY INFRASTRUCTURE

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

TRANSPORTATION IMPROVEMENTS

The following conditions regarding transportation improvements apply and are consistent with the Town's recommendations regarding the Traffic Impact Analysis that has been performed for this rezoning, which is on file with the Town of Apex. All proposed access points to state-maintained roadways including improvements specified int the zoning conditions are ultimately subject to both Apex and NCDOT approval at the time of subdivision and site plan and are subject to change if required based on engineering evaluation at that time.

- US Highway 64 at Site Access 1
    - Construct the access as a left-in, right-in, right-out.
    - Provide a westbound turn lane on US 64 with 150 feet of storage and appropriate deceleration length and taper.
    - Provide an eastbound right turn lane on US 64 with 100 feet of storage and appropriate deceleration length and taper as applicable.
    - Provide a channelization northbound right-out free-flow lane with an eastbound 810-foot acceleration lane plus 240-foot taper on US 64.
    - The site access will be designed in accordance with NCDOT and Town of Apex standards as applicable and is the only access permitted to connect to US 64 as part of the PUD.
    - Site access will be provided via a north-south Major Collector Street to be constructed by the PUD from the US 64 to the southern boundary of the PUD.
- US 64 at Pinefield Road
    - Construct a concrete median diverter island between the westbound U-turn lane and the eastbound left-turn/U-turn lane on US 64 in conjunction with intersection

widening as needed to accommodate these changes, preventing southbound left turns from Pinefield Road.

- Construct an east-west Local Connector Street starting at the north-south Major Collector Street and stubbing to the eastern boundary of the PUD
- Cross access will be provided via public access easement to adjacent parcel to the east (PIN# 0712-74-2710).
- Cross access will be provided via public access easement to adjacent parcel to the west (PIN# 0712-93-2588).
- Cross Access will be provided via public access easement to adjacent parcel to the south (PIN # 0712-83-4236) off of east/west local connector.

PEDESTRIAN IMPROVEMENTS

This project shall comply with the Town's Bicycle and Pedestrian System Plan Map. Sidewalk shall be provided along both sides of all public streets within this development. Where required, the project shall construct 10-foot wide asphalt side paths in lieu of sidewalk along the public streets.

WATER AND SANITARY SEWER

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

OTHER UTILITIES

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

PHASING

The Development will be completed in multiple phases. Final locations of phases will be determined at the time of Master Subdivision Review and Approval.

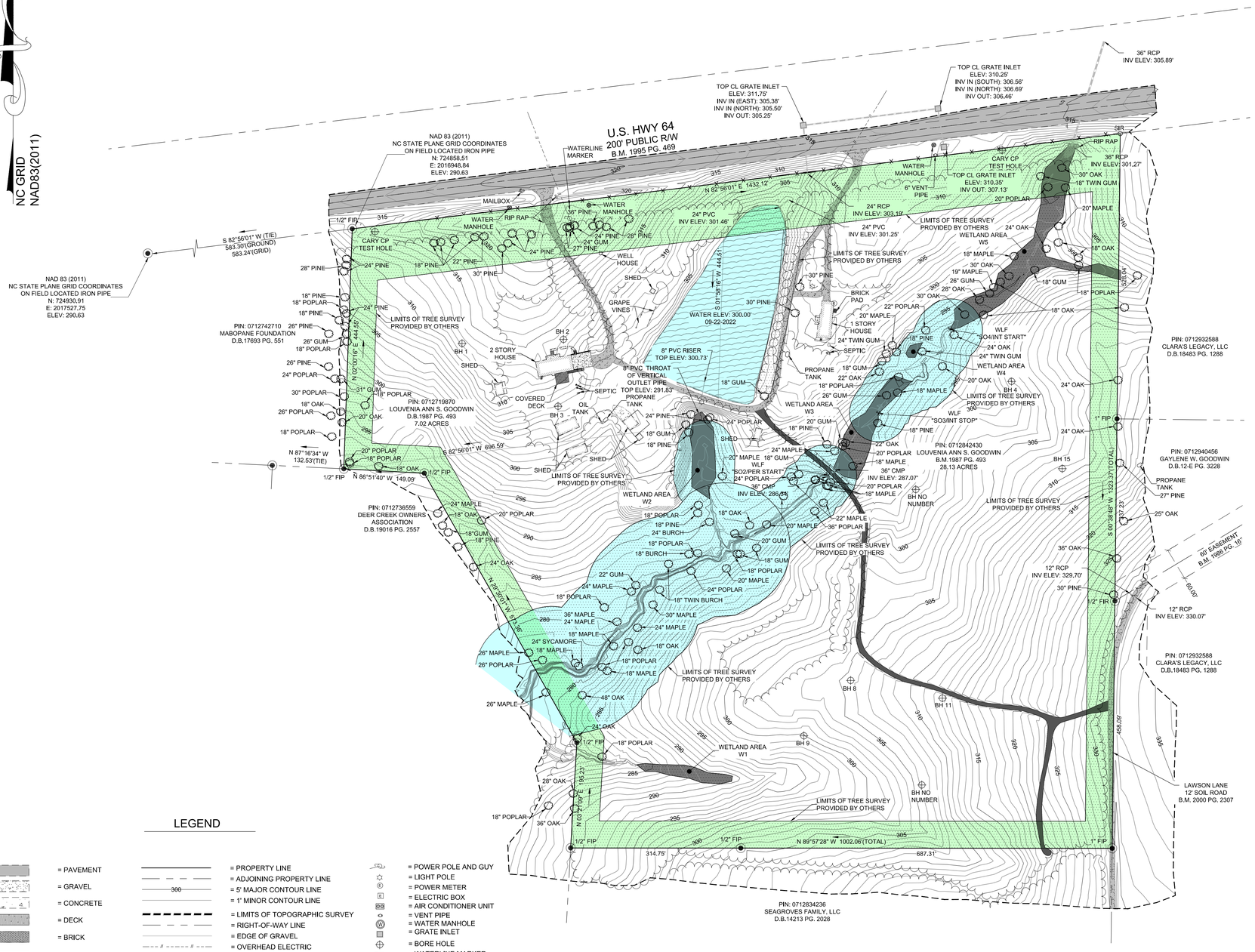
CONSISTENCY WITH LAND USE PLAN

The proposed land use will be consistent with Advance Apex 2045: The Apex Comprehensive Plan, if the requested Land Use Map Amendment is approved. The Future Land Use Map designates the Property as High Density/Office Employment/Commercial Services.

COMPLIANCE WITH UDO

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

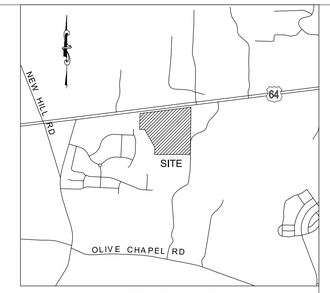
NC GRID
NAD83(2011)



LEGEND

- = PAVEMENT
- = GRAVEL
- = CONCRETE
- = DECK
- = BRICK
- = RIP RAP
- = WETLANDS AREA
- = WATER
- = DIRT ROAD
- = DIRT ROAD
- = LIMITS OF TREE SURVEY PROVIDED BY OTHERS
- = PROPERTY LINE
- = ADJOINING PROPERTY LINE
- = 5' MAJOR CONTOUR LINE
- = 1' MINOR CONTOUR LINE
- = LIMITS OF TOPOGRAPHIC SURVEY
- = RIGHT-OF-WAY LINE
- = EDGE OF GRAVEL
- = OVERHEAD ELECTRIC
- = TREE LINE
- = FENCE
- = STORM
- = WALL
- = SOLID ROAD STRIPE
- = DASHED ROAD STRIPE
- = DASHED ROAD SRTIPE
- = POWER POLE AND GUY
- = LIGHT POLE
- = POWER METER
- = ELECTRIC BOX
- = AIR CONDITIONER UNIT
- = VENT PIPE
- = WATER MANHOLE
- = GRATE INLET
- = BORE HOLE
- = WATERLINE MARKER
- = MAILBOX
- = SIGN
- = TURN LANE ARROW
- FIP = FOUND IRON PIPE
- FIR = FOUND IRON REBAR
- SIR = SET IRON REBAR
- RCP = REINFORCED CONCRETE PIPE
- PVC = POLYVINYL CHLORIDE
- D.B. = DEED BOOK
- B.M. = BOOK OF MAPS
- PG. = PAGE

100 0 50 100 200 400
SCALE 1" = 100'



VICINITY MAP
1" = 2000'

SITE DATA:

3809 US HWY 64 W
LOUVENIA ANN S. GOODWIN
PIN #: 0712719870
D,B, 18884 PG. 1101
B.M. 1987 PG. 493
AREA: 7.02 ACRES

3905 US 64 HWY W
LOUVENIA ANN S. GOODWIN
PIN #: 0712842430
D,B, 18884 PG. 1101
B.M. 1987 PG. 493
AREA: 28.13 ACRES

TOTAL AREA: 35.15 ACRES

ZONING:
EXISTING ZONING: RR (RURAL RESIDENTIAL)

GENERAL NOTES:

AREA DETERMINED UTILIZING COMPUTER SOFTWARE.

DISTANCES ARE GROUND DISTANCES (US FEET) UNLESS OTHERWISE SHOWN,

NO SUBSURFACE INVESTIGATION PERFORMED BY FLEMING ENGINEERING, INC. UTILITY LOCATION WORK SHOWN HEREON WAS DERIVED BY ABOVE GROUND INDICATORS ONLY, UNDERGROUND UTILITIES SHOWN WERE FOUND MARKED AT THE TIME OF SURVEY,

THIS PROPERTY IS SUBJECT TO ANY EASEMENTS, AGREEMENTS OR RIGHTS OF WAY RECORDED PRIOR TO THE DATE OF THIS MAP WHICH WERE NOT VISIBLE AT THE TIME OF INSPECTION.

THE SURVEYOR HAS NOT PERFORMED A TITLE INVESTIGATION ON THIS PROPERTY, THEREFORE, THIS MAP IS SUBJECT TO ANY AND ALL FACTS AN ACCURATE TITLE INVESTIGATION MAY DISCLOSE.

THE CLASSIFICATION OF THIS SURVEY IS NORTH CAROLINA CLASS A.
HORIZONTAL DATUM: NAD83(2011).
VERTICAL DATUM: NAVD88(GEOID 18)

THERE IS NO VISIBLE EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.

THIS PROPERTY IS LOCATED WITHIN ZONE "X" AREA AS INDICATED ON THE FLOOD INSURANCE RATE MAPS, (FIRM) MAP NUMBERS 3720071200L, EFFECTIVE DATE JULY 19th, 2022.

THE WETLANDS FLAGS FOUND WERE OFTEN NOT SEQUENTIAL OR MISSING NUMBERS.

LIMITS OF TREE SURVEY WAS PROVIDED BY OTHERS

PURPOSE OF TREE SURVEY WAS TO LOCATE 18" DIAMETER AND LARGER TREES.

NO NGS MONUMENTS WERE RECOVERED WITHIN 2000' OF THE PROPERTY.

I, TOMMY W. WRIGHT CERTIFY THAT THE CONTROL FOR THIS SURVEY IS FROM AN ACTUAL GPS (OR GNSS) SURVEY MADE UNDER MY SUPERVISION AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE SURVEY

1. CLASS OF SURVEY: CLASS A
2. POSITIONAL ACCURACY: 0.05'
3. TYPE OF GPS FIELD PROCEDURE: STATIC
4. DATES OF SURVEY: 07-29-2022 THROUGH 09-21-2022 AND 11-21-2022
5. DATUM EPOCH: NAD83(2011)EPOCH (2010)
   PUBLISHED/FIXED-CONTROL USE: DR4334 NCLL NCLL LILLINGTON CORS ARP, DL3891 NCJL JORDAN LAKE CORS ARP, DG9328 DURH DURHAM COOP CORS ARP GEOID MODEL: 2018
6. MEAN COMBINED GRID FACTOR: 0.99989882(GROUND TO GRID)
9. UNITS: US SURVEY FEET

HORIZONTAL POSITIONS ARE REFERENCED TO NAD83\NSRS (2011)
VERTICAL POSITIONS ARE REFERENCED TO NAVD88 USING (GEOID18)

SURVEYORS CERTIFICATION:

I TOMMY W. WRIGHT CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 18884 , PAGE 1101; THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AS DRAWN FROM INFORMATION IN BOOK, PAGE AS SHOWN; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY IS 1: 29,064.7 (CLASS A), AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56.1600.)

THIS 29th DAY OF NOVEMBER , 2022 .

Civil Engineers and Land Surveyors
8518 Triad Drive, Colfax, NC 27235
www.feiconsulting.com
(336) 852-9797
License No. C-0950

3809 US HWY 64 W

EXISTING CONDITIONS

CLIENT INFORMATION:
GOODWIN DEVELOPMENT GROUP, LLC
530 EUGENE CT
GREENSBORO, NC 27401

PROPERTY ADDRESS:
3809 US HWY 64 W
APEX, NC 27523

PROJECT LOCATION:
CHATHAM COUNTY
TOWNSHIP: WHITE OAK
COUNTY: WAKE
STATE:NORTH CAROLINA

NO	DATE	REVISION NOTE
1	11-29-2022	ADDED 3905 US 64 HWY W, BOUNDARY, TOPO, TREE/BRUSH, SURVEYING/ZONING
2		
3		
4		
5		
6		

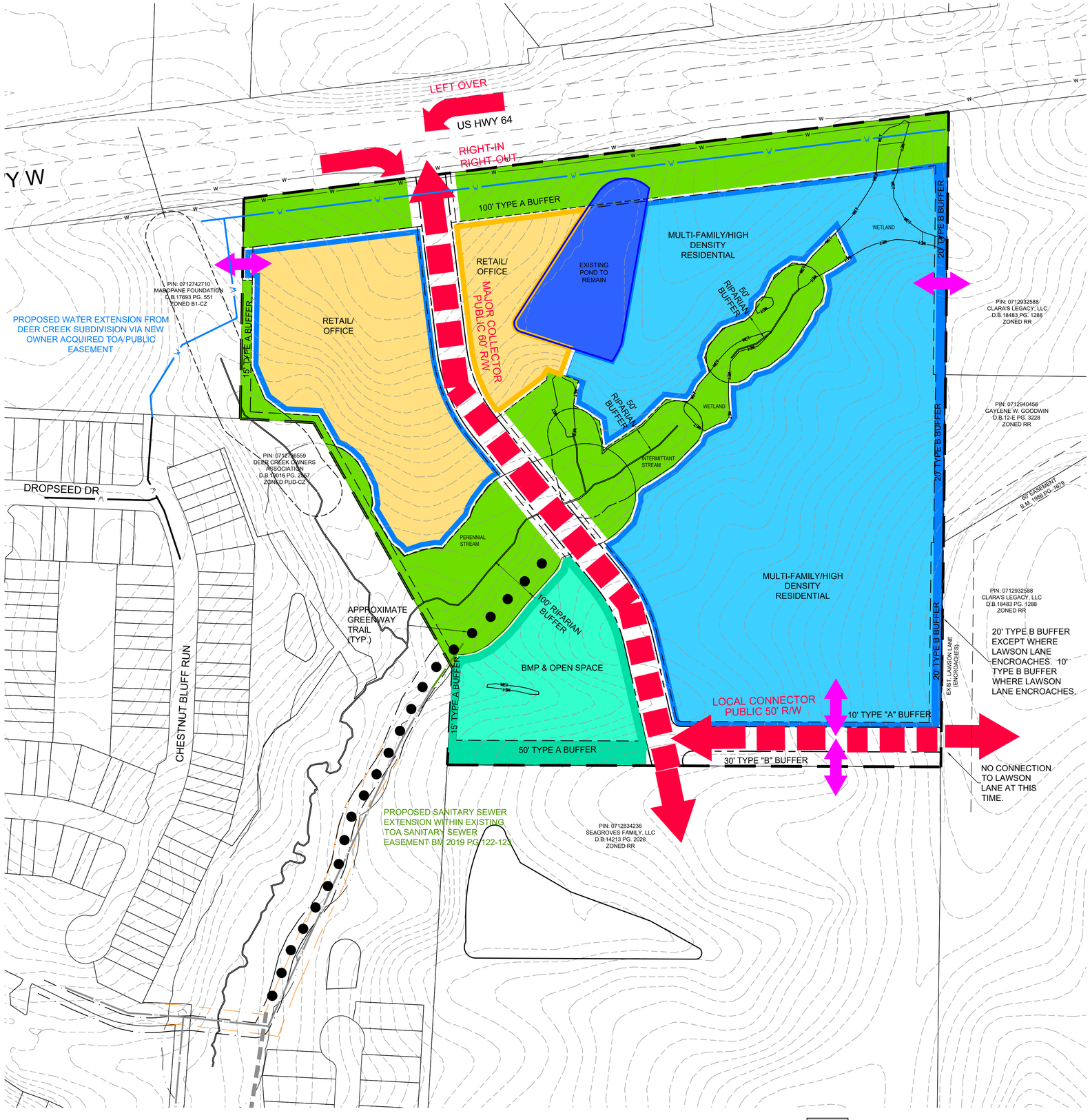
C:\Drawings_&_Projects\PROJ\19008.004 3809 US 64 Hwy W\ Boundary Topo, Tree\Brush, Surveying\Zoning

DRAWN BY: JDB/STW
CHECKED BY: TWW
DATE: 11-29-2022
PROJECT NO.: 19008.004
REF. NO.: -
SCALE: 1" = 100'

NORTH CAROLINA PROFESSIONAL LAND SURVEYOR SEAL L-5262 TOMMY W. WRIGHT

SHEET
1 OF 1

ELEVATE 64 WEST
PD PLAN EXHIBIT
APEX, NORTH CAROLINA
February 24, 2022



PROPOSED MULTI-FAMILY UNITS = ±392 UNITS
MAIN TRACT AREA= ±35.83 AC
RETAIL/OFFICE MIN. AREA = 10.548 ACRES
WATERSHED: JORDAN LAKE / PRIMARY WATERSHED PROTECTION OVERLAY

LEGEND

- APPROXIMATE RCA AREA
- APPROXIMATE GREENWAY TRAIL EXTENSION FROM EXISTING DEER CREEK SUBDIVISION
- STORMWATER MANAGEMENT DEVICE/OPEN SPACE
- APPROXIMATE MULTI-FAMILY (HIGH DENSITY RESIDENTIAL) AREA
- APPROXIMATE RETAIL / OFFICE AREA
- APPROXIMATE LOCATION OF PROPOSED PUBLIC CROSS ACCESS EASEMENT
- APPROXIMATE LOCATION OF MAJOR COLLECTOR AND LOCAL COLLECTOR ROADWAYS
- APPROXIMATE PUBLIC ROAD ACCESS

DEVELOPMENT NOTES:

1) PLAN SHEET IS INTENDED FOR ILLUSTRATIVE USE ONLY AND IS SUBJECT TO CHANGE.
2) PER 2.3.4(F)(1)(F)(I) OF THE UDO, THE PD PLAN FOR THE PUD-CZ SHALL DEMONSTRATE A SAFE AND ADEQUATE ON-SITE TRANSPORTATION CIRCULATION SYSTEM. THE ON-SITE TRANSPORTATION CIRCULATION 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 SPECIFICATION AND STANDARD DETAILS AND SHOW REQUIRED RIGHT-OF-WAY WIDTHS AND ROAD SECTIONS.
3) MAJOR COLLECTOR AND LOCAL CONNECTOR ROAD ALIGNMENT LOCATION WILL BE DETERMINED AT THE MAJOR SUBDIVISION PLAN STAGE WITH TOWN STAFF APPROVAL. ANY SUBSTANTIAL CHANGES MAY REQUIRE TRANSPORTATION PLAN AMENDMENTS.
4) SITE MUST MEET CURRENT TOWN WATER SYSTEM MASTER PLAN. MUST COORDINATE WITH PROJECT NEXT DOOR AND VERIFY WATER MAIN CONNECTIONS ADJACENT TO US 64.

NORTH

100' 0 100' 200'

SCALE: 1" = 100'

PRELIMINARY DESIGN
NOT RELEASED
FOR CONSTRUCTION

CE GROUP
301 GLENWOOD AVE. SUITE 220
RALEIGH,NC 27603
PHONE: 919-367-8790
www.cegroupinc.com
License # C-1739

NOT USED

ELEVATION MATERIAL KEY (CONTINUED):

17 6-0 x 6-8 WOOD FRAME FULL LITE GLASS JULIET BALCONY DOOR W/ 12" TRANSOM
- 2" BRICK MOLD BOARD JAMBS & HEAD
- SLOPED BRICK VENEER ROWLOCK SILL, SOLDIER COURSE HEAD

18 6-0 x 6-8 WOOD FRAME FULL LITE GLASS JULIET BALCONY DOOR W/ 12" TRANSOM
- 5/4 5.5" FIBER CEMENT BOARD SILL, JAMBS, & HEAD

19 PRE-FINISHED 42" ALUMINUM GUARDRAIL

20 PRE-FINISHED 42" ALUMINUM JULIET BALCONY GUARDRAIL

22 CIRCULATION RAINSCREEN: COMPOSITE DECKING SLATS ON METAL FRAME (SEE STRUCTURAL)

23 ONE-LIGHT OUTDOOR CYLINDER ACCENT LIGHT

24 TWO-LIGHT OUTDOOR CYLINDER ACCENT LIGHT

25 HVAC WALL PLENUM W/ ARCHITECTURAL LOUVER & SLOPED BRICK VENEER ROWLOCK SILL, BRICK VENEER JAMBS, SOLDIER COURSE HEAD
ONLY REQUIRED ON WALLS ADJACENT TO SUNOOM WITH MECHANICAL UNIT FACING

26 HVAC WALL PLENUM W/ ARCHITECTURAL LOUVER & 5/4 2.5" FIBER CEMENT TRIM
ONLY REQUIRED ON WALLS ADJACENT TO SUNOOM WITH MECHANICAL UNIT FACING

27 30"x30" HARDIE BOARD ACCENT MEDALLION W/ 5/4 3.5" FIBER CEMENT BOARD TRIM & 4/4 2" FIBER CEMENT BOARD BATTENS

28 ALUMINUM FRAME SUNSHADE AWNINGS WITH 8:12 PITCH STANDING SEAM METAL ROOF TO MATCH CIRCULATION ENTRY ROOFS (DESIGN BY OTHERS)

ELEVATION MATERIAL KEY (CONTINUED):

09 3-0 x 6-0 VINYL FRAME SINGLE HUNG WINDOW
- 5/4 5.5" FIBER CEMENT BOARD CENTER MULLION
- SLOPED BRICK VENEER ROWLOCK SILL, BRICK VENEER JAMBS, SOLDIER COURSE HEAD

10 NOT USED

11 3-0 x 6-0 VINYL FRAME SINGLE HUNG WINDOW
- 5/4 5.5" FIBER CEMENT BOARD CENTER MULLION, SILL, JAMBS, & HEAD

12 4-0 x 6-0 VINYL FRAME SINGLE HUNG WINDOW
- SLOPED BRICK VENEER ROWLOCK SILL, BRICK VENEER JAMBS, SOLDIER COURSE HEAD

13 4-0 x 6-0 VINYL FRAME SINGLE HUNG WINDOW
- 5/4 5.5" FIBER CEMENT BOARD SILL, JAMBS, & HEAD

14 2-0 x 2-0 VINYL FRAME PICTURE WINDOW
- SLOPED BRICK VENEER ROWLOCK SILL, BRICK VENEER JAMBS, SOLDIER COURSE HEAD

15 2-0 x 2-0 VINYL FRAME PICTURE WINDOW
- 5/4 5.5" FIBER CEMENT BOARD SILL, JAMBS, & HEAD

16 6-0 x 6-8 WOOD FRAME FULL LITE GLASS PORCH DOOR W/ 12" TRANSOM
- 2" BRICK MOLD BOARD JAMBS & HEAD

ELEVATION MATERIAL KEY:

01 25 YEAR ARCHITECTURAL SHINGLES OVER #15 ROOFING FELT

02 METAL ROOF OVER #15 ROOFING FELT

03 METAL DOME ATTIC VENT – SEE BUILDING ROOF PLAN

04 PRE-FINISHED 5K ALUMINUM SEAMLESS GUTTER OVER ALUMINUM TRIM COIL FASCIA

05 PRE-FINISHED 4"x3" ALUMINUM DOWNSPOUT – CONNECT TO UNDERGROUND STORMWATER SYSTEM (SEE CIVIL DRAWINGS)

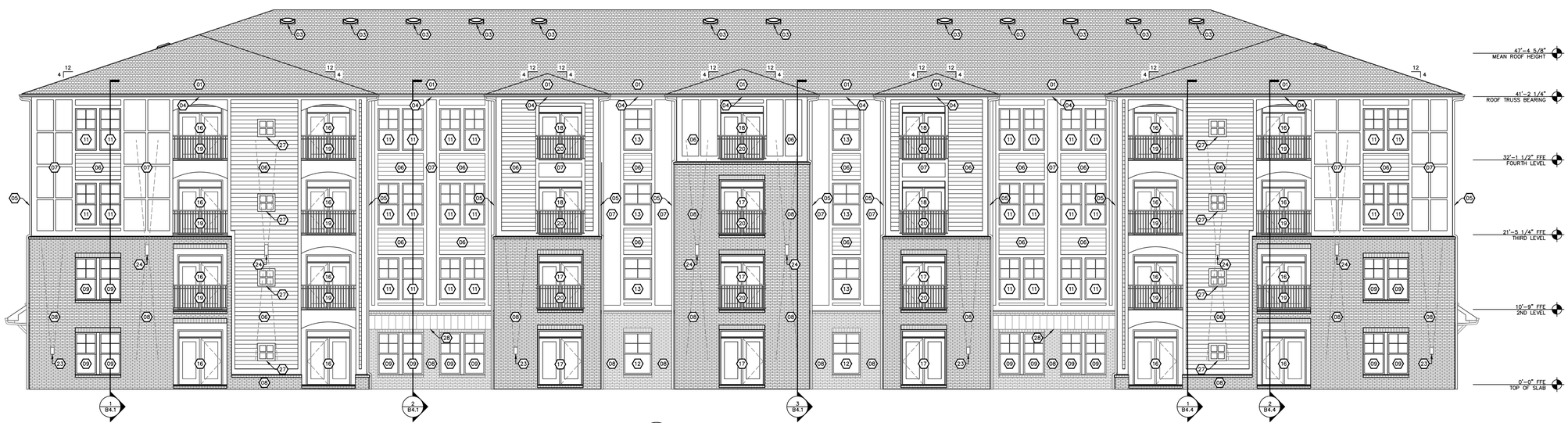
06 8.25" FIBER CEMENT LAP SIDING (7" EXPOSURE)
- 5/4 5.5" FIBER CEMENT BOARD: FRIEZE BOARD & CLADDING TRANSITIONS
- 5/4 9.25" FIBER CEMENT BOARD: SILL TRIM & WALL CORNER TRIM (RIP WALL CORNER TRIM ADJACENT TO BRICK VENEER AS REQUIRED TO ALIGN WITH TRIM ABOVE)

07 FIBER CEMENT PANELS
- 5/4 5.5" FIBER CEMENT BOARD: FRIEZE BOARD & CLADDING TRANSITIONS
- 4/4 3.5" FIBER CEMENT BOARD: VERTICAL & HORIZONTAL BATTEN STRIPS
- 5/4 5.5" FIBER CEMENT BOARD: PORCH OPENING JAMBS
- 5/4 9.25" FIBER CEMENT BOARD: SILL TRIM, WALL CORNER TRIM, CIRCULATION OPENING CORNERS

08 BRICK VENEER
- SLOPED ROWLOCK SILL: CLADDING TRANSITIONS & PORCH OPENING SILLS
- SOLDIER COURSE: PORCH OPENING HEAD



1 PARKING LOT ELEVATION
1/8" = 1'



2 STREET ELEVATION
1/8" = 1'

Rehab ENGINEERING, P.C.
401 East Fourth Street, Suite 201
Winston Salem, North Carolina 27101-4171
www.rehab-eng.com
office 336.714.8935
fax 336 722.9872

NORTH CAROLINA PROFESSIONAL SEAL 45543 ENGINEER JONATHAN A. DREXLER
3/10/22
FIRM NO. C-2825

Version:	Date:	Version Name:
01	2022-03-10	Construction Documents

ELEVATIONS - PARKING LOT & STREET

PROJECT NUMBER: 20-15

DRAWN BY: JAD

SHEET: BLDG56-1 B3.1

NOT USED

ELEVATION MATERIAL KEY (CONTINUED):

17 6-0 x 6-8 WOOD FRAME FULL LITE GLASS JULIET BALCONY DOOR W/ 12" TRANSOM
- 2" BRICK MOLD BOARD JAMBS & HEAD
- SLOPED BRICK VENEER ROWLOCK SILL, SOLDIER COURSE HEAD

18 6-0 x 6-8 WOOD FRAME FULL LITE GLASS JULIET BALCONY DOOR W/ 12" TRANSOM
- 5/4 5.5" FIBER CEMENT BOARD SILL, JAMBS, & HEAD

19 PRE-FINISHED 42" ALUMINUM GUARDRAIL

20 PRE-FINISHED 42" ALUMINUM JULIET BALCONY GUARDRAIL

22 CIRCULATION RAINSCREEN: COMPOSITE DECKING SLATS ON METAL FRAME (SEE STRUCTURAL)

23 ONE-LIGHT OUTDOOR CYLINDER ACCENT LIGHT

24 TWO-LIGHT OUTDOOR CYLINDER ACCENT LIGHT

25 HVAC WALL PLENUM W/ ARCHITECTURAL LOUVER & SLOPED BRICK VENEER ROWLOCK SILL, BRICK VENEER JAMBS, SOLDIER COURSE HEAD
ONLY REQUIRED ON WALLS ADJACENT TO SUNOOM WITH MECHANICAL UNIT FACING

26 HVAC WALL PLENUM W/ ARCHITECTURAL LOUVER & 5/4 2.5" FIBER CEMENT TRIM
ONLY REQUIRED ON WALLS ADJACENT TO SUNOOM WITH MECHANICAL UNIT FACING

27 30"x30" HARDIE BOARD ACCENT MEDALLION W/ 5/4 3.5" FIBER CEMENT BOARD TRIM & 4/4 2" FIBER CEMENT BOARD BATTENS

28 ALUMINUM FRAME SUNSHADE AWNINGS WITH 8:12 PITCH STANDING SEAM METAL ROOF TO MATCH CIRCULATION ENTRY ROOFS (DESIGN BY OTHERS)

ELEVATION MATERIAL KEY (CONTINUED):

09 3-0 x 6-0 VINYL FRAME SINGLE HUNG WINDOW
- 5/4 5.5" FIBER CEMENT BOARD CENTER MULLION
- SLOPED BRICK VENEER ROWLOCK SILL, BRICK VENEER JAMBS, SOLDIER COURSE HEAD

10 NOT USED

11 3-0 x 6-0 VINYL FRAME SINGLE HUNG WINDOW
- 5/4 5.5" FIBER CEMENT BOARD CENTER MULLION, SILL, JAMBS, & HEAD

12 4-0 x 6-0 VINYL FRAME SINGLE HUNG WINDOW
- SLOPED BRICK VENEER ROWLOCK SILL, BRICK VENEER JAMBS, SOLDIER COURSE HEAD

13 4-0 x 6-0 VINYL FRAME SINGLE HUNG WINDOW
- 5/4 5.5" FIBER CEMENT BOARD SILL, JAMBS, & HEAD

14 2-0 x 2-0 VINYL FRAME PICTURE WINDOW
- SLOPED BRICK VENEER ROWLOCK SILL, BRICK VENEER JAMBS, SOLDIER COURSE HEAD

15 2-0 x 2-0 VINYL FRAME PICTURE WINDOW
- 5/4 5.5" FIBER CEMENT BOARD SILL, JAMBS, & HEAD

16 6-0 x 6-8 WOOD FRAME FULL LITE GLASS PORCH DOOR W/ 12" TRANSOM
- 2" BRICK MOLD BOARD JAMBS & HEAD

ELEVATION MATERIAL KEY:

01 25 YEAR ARCHITECTURAL SHINGLES OVER #15 ROOFING FELT

02 METAL ROOF OVER #15 ROOFING FELT

03 METAL DOME ATTIC VENT – SEE BUILDING ROOF PLAN

04 PRE-FINISHED 5K ALUMINUM SEAMLESS GUTTER OVER ALUMINUM TRIM COIL FASCIA

05 PRE-FINISHED 4"x3" ALUMINUM DOWNSPOUT – CONNECT TO UNDERGROUND STORMWATER SYSTEM (SEE CIVIL DRAWINGS)

06 8.25" FIBER CEMENT LAP SIDING (7" EXPOSURE)
- 5/4 5.5" FIBER CEMENT BOARD: FRIEZE BOARD & CLADDING TRANSITIONS
- 5/4 9.25" FIBER CEMENT BOARD: SILL TRIM & WALL CORNER TRIM (RIP WALL CORNER TRIM ADJACENT TO BRICK VENEER AS REQUIRED TO ALIGN WITH TRIM ABOVE)

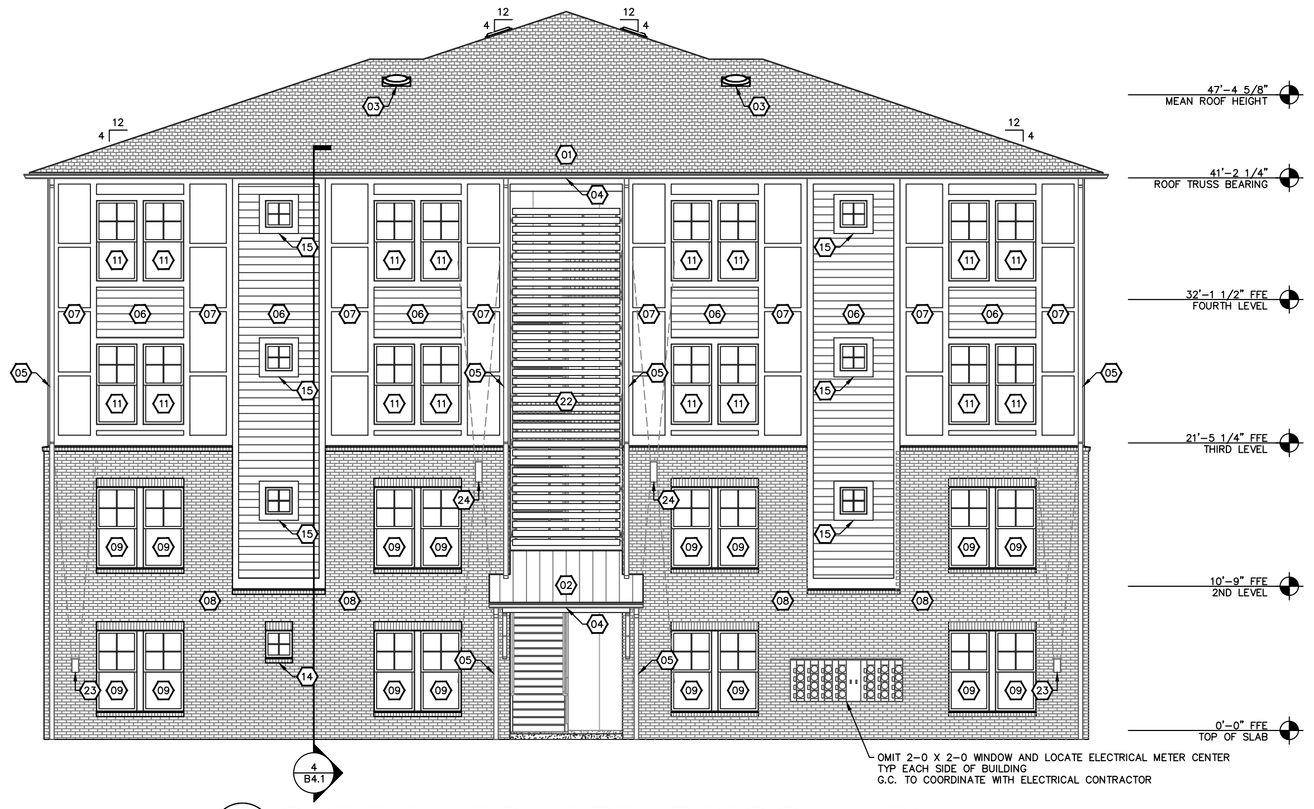
07 FIBER CEMENT PANELS
- 5/4 5.5" FIBER CEMENT BOARD: FRIEZE BOARD & CLADDING TRANSITIONS
- 4/4 3.5" FIBER CEMENT BOARD: VERTICAL & HORIZONTAL BATTEN STRIPS
- 5/4 5.5" FIBER CEMENT BOARD: PORCH OPENING JAMBS
- 5/4 9.25" FIBER CEMENT BOARD: SILL TRIM, WALL CORNER TRIM, CIRCULATION OPENING CORNERS

08 BRICK VENEER
- SLOPED ROWLOCK SILL: CLADDING TRANSITIONS & PORCH OPENING SILLS
- SOLDIER COURSE: PORCH OPENING HEAD

Rehab ENGINEERING, P.C.
401 East Fourth Street, Suite 201
Winston Salem, North Carolina 27101-4171
www.rehab-eng.com
office 336.714.8935
fax 336.722.9872

NORTH CAROLINA PROFESSIONAL SEAL 45543 ENGINEER JONATHAN A. DREXLER
3/10/22
FIRM NO. C-2825

NOT USED



1 SIDE ELEVATION (BOTH SIDES SIMILAR)
1/8" = 1'

NOT USED

PORCH/SUNROOM EXTERIOR SIDE WALL (3 STORY BRICK MAIN BLDG FACE)

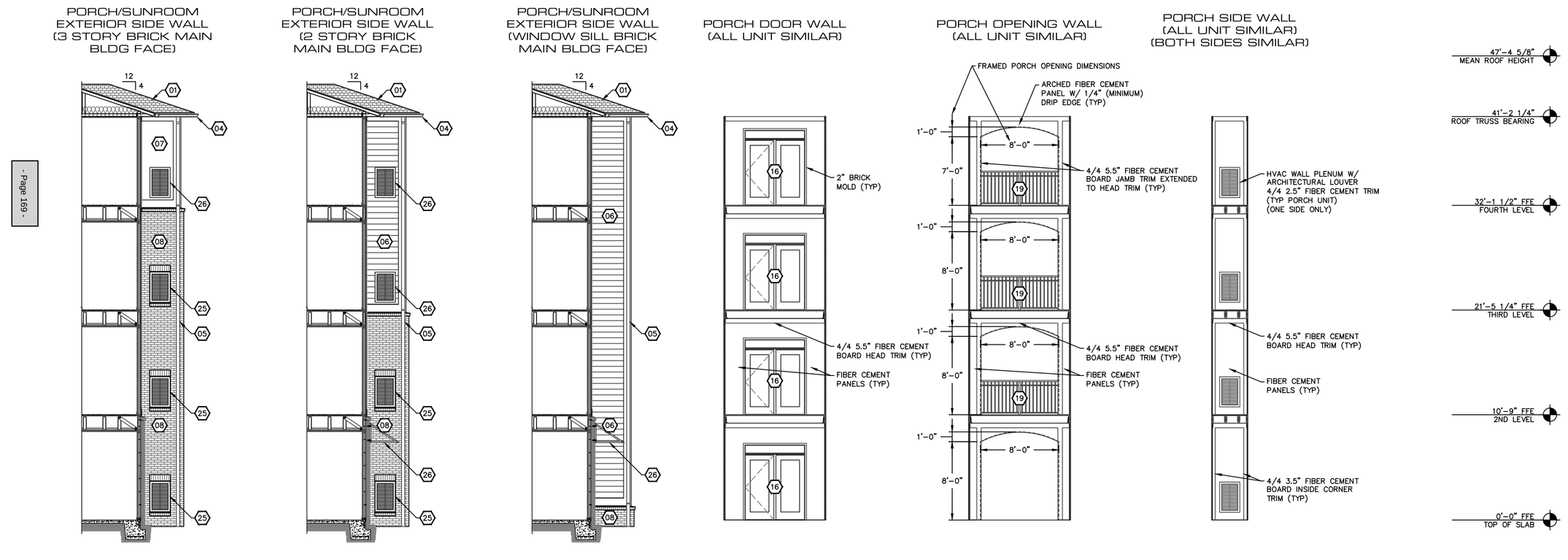
PORCH/SUNROOM EXTERIOR SIDE WALL (2 STORY BRICK MAIN BLDG FACE)

PORCH/SUNROOM EXTERIOR SIDE WALL (WINDOW SILL BRICK MAIN BLDG FACE)

PORCH DOOR WALL (ALL UNIT SIMILAR)

PORCH OPENING WALL (ALL UNIT SIMILAR)

PORCH SIDE WALL (ALL UNIT SIMILAR) (BOTH SIDES SIMILAR)



2 PORCH & SUNROOM SIDE ELEVATIONS
1/8" = 1'

Version:	Date:	Version Name:
01	2022.03.10	Construction Documents

ELEVATIONS - SIDE & PORCH & SUNROOM SIDES

PROJECT NUMBER: 20-15

DRAWN BY: JAD

SHEET: BLDG56-1 **B3.2**


Two Pond Ln
Pinefield Rd
Hattie Rd
64
US 64 Hwy W
64
Rezoning #22CZ22
Lawson Ln
Triangle Math and Science Academy
Deer Creek
Antler View Dr
Chestnut Bluff Run
November 2022
October 2022 Aerial Photography
Prepared by: Town of Apex Planning Department
0
500
1,000
Feet

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: March 14, 2023

Item Details

Presenter(s): Lauren Staudenmaier, Planner II

Department(s): Planning

Requested Motion

Motion to set Public Hearing for the March 28, 2023 Town Council meeting regarding Rezoning Application #22CZ27 Center City Townhomes. The applicant, Jason Barron, Morningstar Law Group, seeks to rezone approximately 3.92 acres from High Density Single-Family Residential (HDSF), Residential Agricultural (RA), Office and Institutional-Conditional Use (O&I-CU #04CU04 & 04CU10), Light Industrial- Conditional Use (LI-CU #97CU22B) to High Density Multi-Family Residential-Conditional Zoning (HDMF-CZ). The proposed rezoning is located at 1316, 1314, 0, 1320, 0, 1332, and 1400 Center Street.

Approval Recommended?

The Planning Department recommends approval.

Item Details

The properties to be rezoned are identified as PINs 0741994612, 0741993895, 0741993581, 0741995716, 0741996516, 0741997663, and 0741995610.

Attachments

- CN10-A1: Application – Rezoning No. 22CZ27 Center City Townhomes
- CN10-A2: Aerial Map - Rezoning No. 22CZ27 Center City Townhomes

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 #: 22CZ27 Submittal Date: Dec 1, 2022

Fee Paid: $1000

Project Information

Project Name: Center City Townhomes

Address(es): 1316 Center St; 1314 Center St; 0 Center St; 1320 Center St; 0 Center St; 1332 Center St; 1400 Center St

PIN(s): 0741993895; 0741994612; 0741995716; 0741995610; 0741993581; 0741996516; 0741997663

Acreage: 3.92

Current Zoning: HD-SF; LI-CU; O&I-CU; RA Proposed Zoning: HDMF-CZ

Current 2045 LUM Classification(s): Office and Employment

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: Jason Barron

Address: 421 Fayetteville Street Suite 530

City: Raleigh State: NC Zip: 27601

Phone: 919-590-0371 E-mail: jbarron@morningstarlawgroup.com

Owner Information

Name: See Attachment A

Address:

City: State: Zip:

Phone: E-mail:

Agent Information

Name: See agent authorization forms

Address:

City: State: Zip:

Phone: E-mail:

Other contacts: Keenan Conder

421 Fayetteville Street Suite 530, Raleigh NC

kconder@morningstarlawgroup.com

PETITION INFORMATION

Application #: _____ Submittal Date: _____

An application has been duly filed requesting that the property described in this application be rezoned from HD-SF, LI-CU, O&I-CU; 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	Townhouse	21	
2	Accessory apartment	22	
3	Greenway	23	
4	Recreation facility, private	24	
5	Park, active	25	
6	Park, passive	26	
7	Utility, minor	27	
8		28	
9		29	
10		30	
11		31	
12		32	
13		33	
14		34	
15		35	
16		36	
17		37	
18		38	
19		39	
20		40	

PETITION INFORMATION

Application #: _____ Submittal Date: _____

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 Attachment B

LEGISLATIVE CONSIDERATIONS - CONDITIONAL ZONING

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

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

The proposed conditional zoning is consistent with the 2045 Land Use Map designation of Office and Employment (O&I). However, the HDMF-CZ designation will facilitate a development that is consistent with neighboring residential uses along Center Street. Further, this infill development will allow for easy provision of public services.

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 HDMF-CZ district is consistent with the residential character of the properties fronting Center Street. Additionally, this designation will provide an appropriate transition from the Light Industrial district south of these parcels.

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

All proposed uses will be consistent with the standards provided in the Town of Apex UDO including any applicable supplemental standards.

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 design of the proposed Conditional Zoning District will be compatible with nearby residential uses and the development will strive to minimize any adverse effects of this Conditional Zoning District.

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

The design of this proposed Conditional Zoning District minimizes environmental impacts and it incorporates many of the Town of Apex's suggested environmental conditions.

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 proposed Conditional Zoning District will avoid having adverse impacts on public facilities and services because it is an infill development and, therefore, will not stretch the Town's ability to provide public services.

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 residential uses will provide Apex residents with safe housing.

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

The proposed uses are compatible with adjacent residential uses fronting Center Street and these uses will provide a good transition for the light industrial uses south of these parcels.

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 townhome community that this rezoning will facilitate will not be a nuisance or a hazard to the adjacent residential uses.

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.

We have limited the uses allowed and provided conditions that will ensure that this is a high quality project capable of meeting all UDO standards.

Attachment A

Property Owner Table

Parcel	PIN	Deed Acres	Site Address	Owner	Address 1	Address2	Current Zoning
1	0741994612	1.01	1316 CENTER ST	MICHAEL FUNARI IRA MARC BLOCK IRA	1700 Squaw Walden ln	Apex NC 27523-6210	HD SF
2	0741993895	0.50	1314 CENTER ST	FUNARI, MICHAEL A BLOCK, MARC G	1700 Squaw Walden ln	Apex NC 27523-6210	HD SF & RA
3	0741993581	0.14	0 CENTER ST	Equity Trust Company Custodian FBO Marc Block IRA Equity Trust Company Custodian FBO Michael Funari	1 Equity Way	Westlake OH 44145-1050	LI-CU
4	0741995716	0.23	1320 CENTER ST	Equity Trust Company Custodian FBO Marc Block IRA Equity Trust Company Custodian FBO Michael Funari	1 Equity Way	Westlake OH 44145-1050	RA
5	0741996516	0.77	1332 CENTER ST	Equity Trust Company Custodian FBO Marc Block IRA Equity Trust Company Custodian FBO Michael Funari	1 Equity Way	Westlake OH 44145-1050	O&I-CU
6	0741997663	1.11	1400 CENTER ST	Equity Trust Company Custodian FBO Marc Block IRA Equity Trust	1 Equity Way	Westlake OH 44145-1050	O&I-CU

				Company Custodian FBO Michael Funari			
7	0741995610	0.16	0 CENTER ST	Equity Trust Company Custodian FBO Marc Block IRA Equity Trust Company Custodian FBO Michael Funari	1 Equity Way	Westlake OH 44145-1050	RA

Attachment B
All Proposed Conditions

A. General Conditions:

1. The roofline cannot be a single mass; it must be broken up horizontally and vertically between every unit.

2. There shall be a maximum of 30 dwelling units developed on the property.

3. Vinyl siding is not permitted; however, vinyl windows, decorative elements and trim are permitted.

4. Garage doors must have windows, decorative details, or carriage-style adornments on them.

5. Building facades shall have horizontal relief achieved by the use of recesses and projections.

6. The rear and side elevations of the units that can be seen from the right-of-way shall have trim around the windows.

7. Elevations shall have a minimum of three colors.

8. The visible side of a townhouse on a corner lot facing the public street shall contain a decorative element such as, but not limited to, the following elements: trim around the windows and decorative air vents on gable.

9. Of the permitted townhouse dwellings, at least one (1) residential restricted median-income affordable housing townhouse ownership unit (Affordable Housing Unit) shall be constructed onsiteand sold at a mutually agreeable maximum affordable housing median-income ownership initial sales price (includes unit price and lot price) that is calculated based upon the one-hundred percent (100%) of the Raleigh, NC Metropolitan Statistical Area (MSA) Area Median Income (AMI) as most recently published by the U.S. Department of Housing and Urban Development (HUD). The Affordable Housing Units shall be occupied by low or median-income households earning no more than one hundred percent (100%) of the Raleigh, NC MSA AMI, adjusted for family size as most recently published by HUD. A restrictive covenant (i.e. resale deed restriction) with a minimum affordability period of ten (10) years shall be recorded against the residential restricted median-income affordable housing townhouse ownership unit concurrently at the close of escrow upon the sale of the Affordable Housing Unit to memorialize the affordable housing terms and conditions. The one (1) Affordable Housing Unit lot shall be identified on the Master Subdivision Final Plat, which may be amended from time to time. A restrictive covenant (i.e. affordable housing agreement) between the Town and Applicant shall be recorded against the one (1) Affordable Housing Unit lot prior to the issuance of a building permit for such lots to memorialize the affordable housing terms and conditions of the approved zoning condition. Final Affordable Housing Unit floor plan selection which includes the unit size and bedroom size will be at the discretion of the developer.

10. Construction and dedication of a public residential street from the intersection of Myrtle Grove

Lane at Center Street to the residential parcel(s) is required for the first residential subdivision plat. No additional access points to Center Street shall be permitted. The length of a public street cul-de-sac may be permitted to exceed the requirements of UDO Section 7.2.1.G in order to facilitate the limited access onto Center Street from the subject property.

11. A public street stub shall be constructed and dedicated for the benefit of Wake County PIN 0741-
99-5786 prior to platting the last lot in the subdivision.

12. 12. Subject to approval by NCDOT and the Town, and with the consent of the owner of Wake County PIN 0741-99-5786 (N/F SJA Global Advisors property), a 5' concrete sidewalk shall be constructed across the aforementioned property in compliance with Town sidewalk standards.

13. 13. A 10' Type 'A' Opaque Landscape buffer shall be provided adjacent to the N/F SJA Global Advisors, Inc property (PIN 0741-99-5786).

14. 14. A 25' Type 'A' Landscape buffer shall be provided adjacent to the N/F Apex Flex Storage, Inc. properties (PINs 0741-99-6266 and 0741-99-6297).

15. The landscape buffer along the N/F Calvary Chapel Cary, Inc. property may be reduced to

16. A stub street shall be provided on the eastern boundary of the subject property adjacent to Calvary Chapel.

B. Environmental Conditions:

1. Post development peak runoff shall not exceed pre-development peak runoff for the 24-hour, 1-year, 10-year, and 25-year storm events in accordance with the Unified Development Ordinance.

2. No clearing or land disturbance shall be permitted within the riparian buffer, except the minimum necessary to install required sewer infrastructure and SCM outlets. The SCM water storage and treatment area shall not be permitted with the riparian buffer. The sewer shall be designed to minimize impacts to the riparian buffer.

3. The project shall install one (1) sign per SCM to reduce pet waste and prohibit fertilizer, in locations that are publicly accessible, such as adjacent to amenity centers, sidewalks, greenways, or side paths.

4. The project shall install at least two (2) pet waste stations throughout the community, in locations that are publicly accessible, such as adjacent to amenity centers, SCMs, sidewalks, greenways, or side paths.

5. Plant deciduous shade trees on the southern side of buildings.

6. The project shall select and install tree, shrub and perennial species with special attention to providing diverse and abundant pollinator and bird food sources, including plants that bloom in succession from spring to fall.

7. Of the vegetation on the assemblage, 75% will be native vegetation.

8. To reduce irrigation requirements, the project shall select and plant only warm season grasses.

9. A minimum of three (3) hardwood tree species shall be used for the landscaping on site.

10. All homes shall be pre-configured with conduit for a solar energy system.

11. Include International Dark Sky Association compliance standards.

    a. Outdoor lighting shall be shielded in a way that focuses lighting to the ground.
    b. Lighting that minimizes the emission of blue light to reduce glare shall be used.
    c. Lighting with a color temperature of 3000K or less shall be used for outside installations. A color temperature of 3000K or less shall be used for outside installations.

AGENT AUTHORIZATION FORM

Application #: _____ Submittal Date: December 1, 2022

Equity Trust Company Custodian FBO Marc Block IRA
Equity Trust Company Custodian FBO Michael Funari is the owner* of the property for which the attached application is being submitted:

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

The property address is: 0 CENTER ST; 1320 CENTER ST; 1332 CENTER ST; 1400 CENTER ST; 0 CENTER ST

The agent for this project is: Marc Block

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

Agent Name: Marc Block

Address: 1700 SQUAW WALDEN LN APEX NC 27523-6210

Telephone Number: _____

E-Mail Address: mblock919@gmail.com

Signature(s) of Owner(s)*

Marc Block — Type or print name — 11/29/22 — Date

MICHAEL A FUNARI — Type or print name — 11/29/22 — 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: December 1, 2022

FUNARI, MICHAEL A BLOCK, MARC G 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: 1314 CENTER ST

The agent for this project is: Marc Block

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

Agent Name: Marc Block

Address: 1700 SQUAW WALDEN LN APEX NC 27523-6210

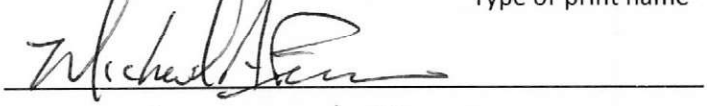
Telephone Number: _____

E-Mail Address: mblock919@gmail.com

Signature(s) of Owner(s)*



Marc Block — Type or print name — 11/29/22 — Date



MICHAEL A FUNARI — Type or print name — 11/29/22 — 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: _____

MICHAEL FUNARI IRA MARC BLOCK IRA 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: 1316 Center St

The agent for this project is: Marc Block

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

Agent Name: Marc Block

Address: 1700 SQUAW WALDEN LN APEX NC 27523-6210

Telephone Number: _____

E-Mail Address: mblock919@gmail.com

Signature(s) of Owner(s)*

_____

Marc Block — Type or print name — 11/29/22 — Date

_____

MICHAEL A FUNARI — Type or print name — 11/29/22 — Date

Attach additional sheets if there are additional owners.

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

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

AFFIDAVIT OF OWNERSHIP

Application #: _____ Submittal Date: December 1, 2022

The undersigned, Marc Block (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 1320 Center ST 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 September 12, 2019, and recorded in the Wake County Register of Deeds Office on September 16, 2019, in Book 017576 Page 01489-01495.

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 September 12, 2019, 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 September 12, 2019, 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 29th day of November, 2022.

_____ (seal)
Marc Block
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 Marc Block, Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's NCDL, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.

MICHAEL P MCCOLGAN
Notary Public
Wake Co., North Carolina
My Commission Expires Nov. 9, 2026

[NOTARY SEAL]

Michael P McColgan
Notary Public
State of North Carolina
My Commission Expires: 11/9/2026

AFFIDAVIT OF OWNERSHIP: EXHIBIT A – LEGAL DESCRIPTION

Application #: _____ Submittal Date: December 1, 2022

Insert legal description below.

BEGINNING at a stake on the south side of Swift Creek Road, Henry Merritt's comer; runs thence nearly South 106 feet to a stake, Merritt's line; thence nearly west 52 ½ feet to a stake; Yates comer, thence nearly North 106 feet to a stake; said Yates comer, thence nearly East 52 ½ feet to the BEGINNING, containing 5, 565 square feet, more or less.

BEGINNING at a stake in Henry Merritt's line, Florence Norwood's comer, runs South 105 feet to an iron stake; thence West 52 feet to an iron stake; thence North 105 feet to an iron stake; thence East 52 feet to the BEGINNING, containing 5, 460 square feet, more or less.

The above described property being Parcel ID Number 0741995716. Real Estate ID Number 0051564.

AFFIDAVIT OF OWNERSHIP

Application #: _____ Submittal Date: December 1, 2022

The undersigned, Marc Block (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 Center St 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 September 12, 2019, and recorded in the Wake County Register of Deeds Office on September 16, 2019; in Book 017576 Page 01489-01495.

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 September 12, 2019, 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 September 12, 2019, 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 29th day of November, 2022.

_____ (seal)

Marc Block

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 Marc Block, Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's NCDL, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.

MICHAEL P MCCOLGAN
Notary Public
Wake Co., North Carolina
My Commission Expires Nov. 9, 2026

[NOTARY SEAL]

_____
Notary Public
State of North Carolina
My Commission Expires: 11/9/2026

AFFIDAVIT OF OWNERSHIP: EXHIBIT A – LEGAL DESCRIPTION

Application #: _____ Submittal Date: December 1, 2022

Insert legal description below.

BEGINNING at an iron stake, the southeast comer of Florence Norwood's lot, Henry Merritt's line, running South 127 feet to an iron stake; thence West 52 feet to an iron stake; thence North 127 feet to an iron stake; thence East 52 feet to the beginning, containing 6.604 square feet, more or less.

The above property being Parcel ID Number 0741995610. Real Estate ID Number 0020141.

AFFIDAVIT OF OWNERSHIP

Application #: _____ Submittal Date: December 1, 2022

The undersigned, Marc Block (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 1314 CENTER ST 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 February 4, 2019, and recorded in the Wake County Register of Deeds Office on February 4, 2019, in Book 017353 Page 00095-00097.

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 February 4, 2019, 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 February 4, 2019, 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 29th day of November, 2022.

_____ (seal)

Marc Block

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 Marc Block, Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's NCDL, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.

MICHAEL P MCCOLGAN
Notary Public
Wake Co., North Carolina
My Commission Expires Nov. 9, 2026

[NOTARY SEAL]

Michael P McColgan

Notary Public
State of North Carolina
My Commission Expires: 11/9/2026

AFFIDAVIT OF OWNERSHIP: EXHIBIT A – LEGAL DESCRIPTION

Application #: _____ Submittal Date: December 1, 2022

Insert legal description below.

BEGINNING at a point in the southern right-of-way line of Center Street (S.R. 1010), said point being the northwestern corner of a 23.53 feet access easement as shown on a map entitled "Recombination Map for Thony R. Jenkins and Lucille H. Jenkins, Center Street, Apex, N.C" by Larry I. Chasak, Registered Land Surveyor, recorded in Book of Maps 1997, Page 1482, Wake County Registry; runs thence South 04 degrees 58 minutes 21 seconds West 104.81 feet to a point; runs thence North 69 degrees 04 minutes 18 seconds West 105.03 feet to a point; runs thence North 05 degrees 06 minutes 10 seconds East 97.31 feet to a point in the southern right-of-way line of Center Street (S.R. 101 0); runs thence along said southern right-of-way line South 69 degrees 05 minutes 11 seconds East 104.73 feet to the point and place of BEGINNING.

AFFIDAVIT OF OWNERSHIP

Application #: _____ Submittal Date: December 1, 2022

The undersigned, Marc Block (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 1316 CENTER ST 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 August 29, 2018, and recorded in the Wake County Register of Deeds Office on August 29, 2018, in Book 017229 Page 00601-00603.

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 August 29, 2018, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on August 29, 2018, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.

This the 29th day of November, 20 22.

_____ (seal)
Marc Block
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 Marc Block, Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's NCDL, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.

MICHAEL P MCCOLGAN
Notary Public
Wake Co., North Carolina
My Commission Expires Nov. 9, 2026
[NOTARY SEAL]

Michael P McColgan
Notary Public
State of North Carolina
My Commission Expires: 11/9/2026

AFFIDAVIT OF OWNERSHIP: EXHIBIT A – LEGAL DESCRIPTION

Application #: _____ Submittal Date: December 1, 2022

Insert legal description below.

BEING all of Lots 1 and 2 as shown on that map entitled "Survey for Lovelace Lee Jones" and recorded in Book of Maps 1994, Page 701, Wake County Registry, less and excepting Lot 3 as previously conveyed and shown in Book of Maps 1997, Page 1482, Wake County Registry, and Deed Book 7696, Page 330, Wake County Registry.

AFFIDAVIT OF OWNERSHIP

Application #: _____ Submittal Date: December 1, 2022

The undersigned, Marc Block (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 1332 Center St 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 September 12, 2019, and recorded in the Wake County Register of Deeds Office on September 16, 2019, in Book 017576 Page 01489-01495.

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 September 12, 2019, 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 September 12, 2019, 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 29th day of November, 2022.

_____ (seal)
Marc Block
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 Marc Block, Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's NCDL, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.

MICHAEL P MCCOLGAN
Notary Public
Wake Co., North Carolina
My Commission Expires Nov. 9, 2026

[NOTARY SEAL]

_____
Notary Public
State of North Carolina
My Commission Expires: 11/9/2026

AFFIDAVIT OF OWNERSHIP: EXHIBIT A – LEGAL DESCRIPTION

Application #: _____ Submittal Date: December 1, 2022

Insert legal description below.

BEING all of Lot l, containing .769 acres (net), more or less, as shown on that map entitled "MINOR SUBDIVISION FOR N&I PROPERTIES, LLC" by Smith & Smith Surveyors, and recorded in Book of Maps 2004, Page 1132, Wake County Registry.

The above property being Parcel ID Number 0741996516. Real Estate ID Number 0047027.

AFFIDAVIT OF OWNERSHIP

Application #: _____ Submittal Date: December 1, 2022

The undersigned, Marc Block (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 Center Street 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 September 12, 2019, and recorded in the Wake County Register of Deeds Office on September 16, 2019, in Book 017576 Page 01489-01495.

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 September 12, 2019, 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 September 12, 2019, 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 29th day of November, 2022.

_____ (seal)
Marc Block
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 Marc Block, Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's NCDL, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.

MICHAEL P MCCOLGAN
Notary Public
Wake Co., North Carolina
My Commission Expires Nov. 9, 2026

[NOTARY SEAL]

Michael P McColgan
Notary Public
State of North Carolina
My Commission Expires: 11/9/2026

AFFIDAVIT OF OWNERSHIP: EXHIBIT A – LEGAL DESCRIPTION

Application #: _____ Submittal Date: December 1, 2022

Insert legal description below.

BEGINNING at an iron stake in Ernest Upchurch's comer and runs South 67 feet to an iron stake, John Chavers' line; thence East 88 feet to an iron stake; thence North 67 feet to an iron stake, another of said Upchurch's comers; thence West 88 feet to the beginning, containing 5,896 square feet, more or less.

The above property being Parcel ID Number 0741993581. Real Estate ID Number 0103032.

AFFIDAVIT OF OWNERSHIP

Application #: _____ Submittal Date: December 1, 2022

The undersigned, Marc Block (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 1400 Center St 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 September 12, 2019, and recorded in the Wake County Register of Deeds Office on September 16, 2019, in Book 017576 Page 01489-01495.

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 September 12, 2019, 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 September 12, 2019, 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 2nd day of November, 2022.

_____ (seal)
Marc Block
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 Marc Block, Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's NCDL, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.

MICHAEL P MCCOLGAN
Notary Public
Wake Co., North Carolina
My Commission Expires Nov. 9, 2026

[NOTARY SEAL]

Michael P McColgan
Notary Public
State of North Carolina
My Commission Expires: 11/9/2026

AFFIDAVIT OF OWNERSHIP: EXHIBIT A – LEGAL DESCRIPTION

Application #: _____ Submittal Date: December 1, 2022

Insert legal description below.

BEING all of Tract 1 (1.118 acres total, 1.105 acres net of road right of way) Dedication and Recombination Survey for N & I Properties, LLC and Andrew L Clark, as recorded in Book of Maps 2004 Page 2310 Wake County Registry.

The above property being Parcel ID Number 0741997663. Real Estate ID Number 0040942.

WAKE COUNTY PUBLIC SCHOOL SYSTEM

Wake County Residential Development Notification

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

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

Please send any questions about this form to:

studentassignment-gis-group@wcpss.net

Developer Company *Information*	
Company *Name*	Marc Block and Mike Funari
Company Phone *Number*	
Developer Representative *Name*	Jason Barron
Developer Representative *Phone Number*	919-590-0371
Developer Representative *Email*	jbarron@morningstarlawgroup.com

New Residential Subdivision *Information*	
Date of Application for Subdivision	12/1/2022
City, Town or Wake County Jurisdiction	Apex ETJ
Name of Subdivision	Center City Townhouses
Address of Subdivision (if unknown enter nearest cross streets)	Myrtle Grove Ln and Center St.
REID(s)	0078028; 0741994612; 0741993581; 0741995716; 0741995610; 0741996516; 0741997663
PIN(s)	0741993895; 0007018; 0103032; 0051564; 0020141; 0047027; 0040942

Projected Dates *Information*	
Subdivision *Completion Date*	2025
Subdivision *Projected First Occupancy Date*	2024

Lot by Lot Development *Information*

Unit Type	Total # of Units	Senior Living	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	Square Foot Range		Price Range		Anticipated Completion Units & Dates					
								Min	Max	Low	High	Year	# Units	Year	# Units	Year	# Units
Single Family																	
Townhomes	30				10	20		1500	2200	TBD	TBD	2024	15	2025	15		
Condos																	
Apartments																	
Other																	

Revised 08/10/2018

NOTICE OF NEIGHBORHOOD MEETING

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

November 15, 2022
Date

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

See Attachment A — Address(es)
See Attachment A — 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
☑	Rezoning (including Planned Unit Development)	Town Council
☐	Major Site Plan	Technical Review Committee (staff)
☐	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)
☐	Special Use Permit	Board of Adjustment (QJPH*)
☐	Residential Master Subdivision Plan (excludes exempt subdivisions)	Technical Review Committee (staff)

*Quasi-Judicial Public Hearing: The Board of Adjustment cannot discuss the project prior to the public hearing.

The following is a description of the proposal (also see attached map(s) and/or plan sheet(s)):
Rezoning of the assemblage of properties to HDMF-CZ to permit the development of townhomes.

Estimated submittal date: December 1, 2022

MEETING INFORMATION:

Property Owner(s) name(s): See Attachment A
Applicant(s): Marc Block and Mike Funari
Contact information (email/phone): Jason Barron jbarron@morningstarlawgroup.com
Meeting Address: Webinar Registration Link: https://us06web.zoom.us/webinar/register/WN_-uqOR0DzTvOrhCEaxvxh4w
Date/Time of meeting**: November 30, 2022/ 5pm - 7 pm
Welcome: 5 pm-5:05pm Project Presentation: 5:05 pm-5:20pm Question & Answer: 5:20pm-7pm

**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: Center City Townhomes Zoning: HD-SF; LI-CU; O&I-CU; RA

Location: See Attachment A

Property PIN(s): See Attachment A Acreage/Square Feet: See Attachment A

Property Owner: See Attachment A

Address:

City: State: Zip:

Phone: Email:

Developer: Marc Block and Mike Funari

Address:

City: State: Zip:

Phone: J. Barron: 919-590-0371 Fax: Email: jbarron@morningstarlawgroup.com

Engineer: Jeff Roach - Peak Engineering & Design, PLLC

Address: 1125 Apex Peakway

City: Apex State: NC Zip: 27502

Phone: (919) 439-0100 Fax: Email: jroach@peakengineering.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) James Gregg, Utility Engineering Manager (Water & Sewer)	(919) 249-3537 (919) 249-3324
Electric Utilities Division Rodney Smith, Electric Technical Services Manager	(919) 249-3342

How to Participate in the November 30, 2022 Neighborhood Meeting

- To participate by PC, Mac, iPad, iPhone or Android device,

Go to https://morningstarlaw.group/11302022mtg to register for the meeting.

(Registration is necessary as we are required by the Town of Apex to have a record of attendance.)

- Upon registration, you will receive a confirmation email with instructions on how to access the meeting.
- To participate by phone,
- Dial one of the following numbers:
  - +1 301 715 8592 or
  - +1 309 205 3325 or
  - +1 312 626 6799 or
  - +1 646 931 3860 or
  - +1 929 436 2866 or
  - +1 253 215 8782 or
  - +1 346 248 7799 or
  - +1 360 209 5623 or
  - +1 386 347 5053 or
  - +1 507 473 4847 or
  - +1 564 217 2000 or
  - +1 669 444 9171 or
  - +1 669 900 6833 or
  - +1 689 278 1000 or
  - +1 719 359 4580

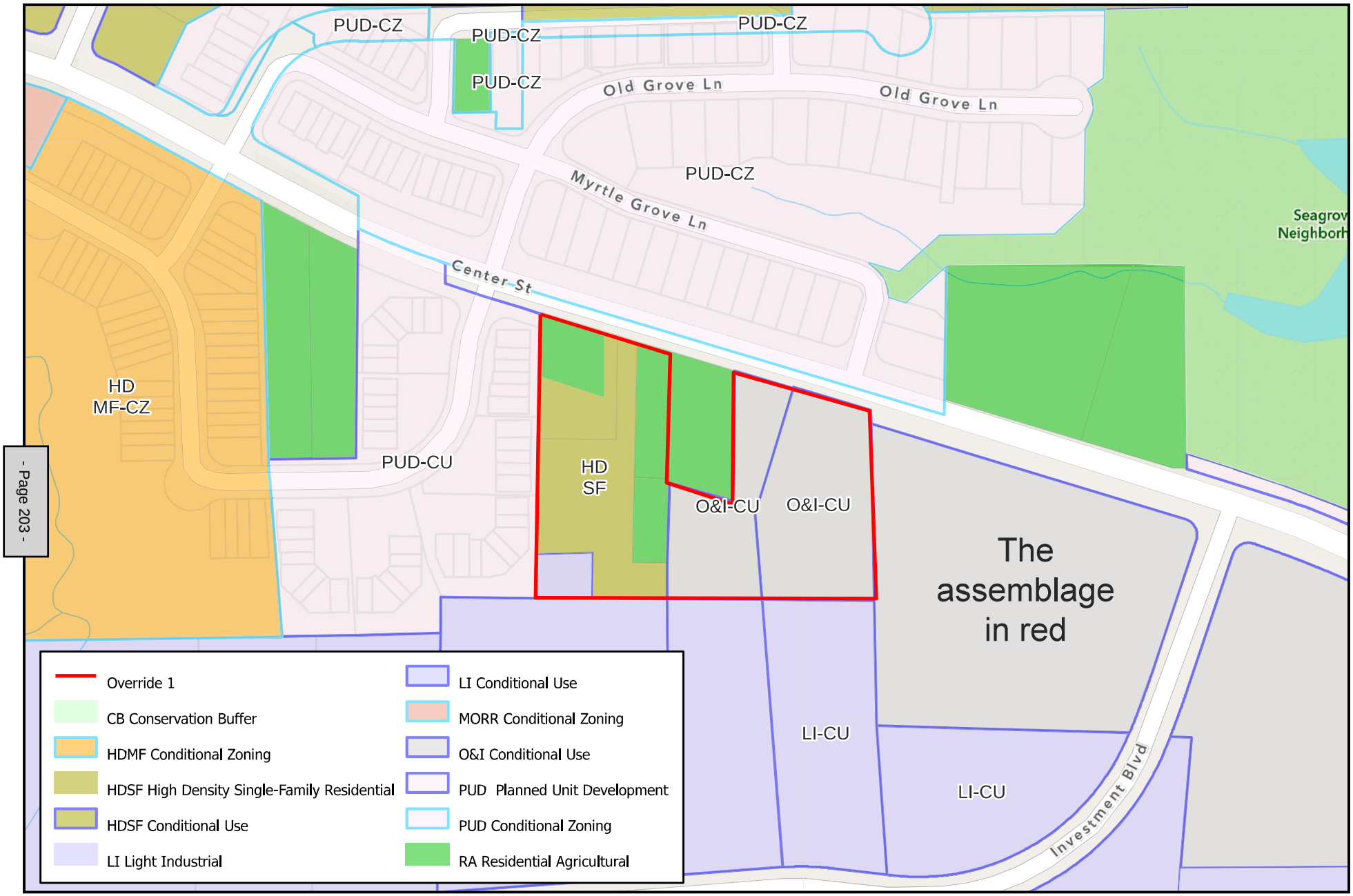
- Webinar ID: 851 2109 2060
- Passcode: 475266
- For attendance purposes as required by the Town of Apex, individuals participating via telephone will be unmuted and asked to identify themselves including their name and address.

If you have difficulty connecting or have technical difficulties during the meeting, you can email us at meetings@mstarlaw.com or call 919-590-0371.

During the meeting, participants will be muted by default. Also, participants' video will be off by default, i.e. only the presenters will be visible.

- 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/comments prior to and during the meeting via email at meetings@mstarlaw.com. At the end of the Q&A period of the meeting, all callers will be unmuted to allow for questions/comments.



Vicinity and Zoning Map

N

0 100 200 400 ft

1 inch equals 200 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.*

Attachment A

Parcel	PIN	Deed Acres	Site Address	Owner	Address 1	Address2	Current Zoning
1	0741994612	1.01	1316 CENTER ST	MICHAEL FUNARI IRA MARC BLOCK IRA	1700 Squaw Walden ln	Apex NC 27523-6210	HD SF
2	0741993895	0.50	1314 CENTER ST	FUNARI, MICHAEL A BLOCK, MARC G	1700 Squaw Walden ln	Apex NC 27523-6210	HD SF & RA
3	0741993581	0.14	0 CENTER ST	Equity Trust Company Custodian FBO Marc Block IRA Equity Trust Company Custodian FBO Michael Funari	1 Equity Way	Westlake OH 44145-1050	LI-CU
4	0741995716	0.23	1320 CENTER ST	Equity Trust Company Custodian FBO Marc Block IRA Equity Trust Company Custodian FBO Michael Funari	1 Equity Way	Westlake OH 44145-1050	RA
5	0741996516	0.77	1332 CENTER ST	Equity Trust Company Custodian FBO Marc Block IRA Equity Trust Company Custodian FBO Michael Funari	1 Equity Way	Westlake OH 44145-1050	O&I-CU
6	0741997663	1.11	1400 CENTER ST	Equity Trust Company Custodian FBO Marc Block IRA Equity Trust	1 Equity Way	Westlake OH 44145-1050	O&I-CU

				Company Custodian FBO Michael Funari			
7	0741995610	0.16	0 CENTER ST	Equity Trust Company Custodian FBO Marc Block IRA Equity Trust Company Custodian FBO Michael Funari	1 Equity Way	Westlake OH 44145-1050	RA

Neighborhood Meeting Notification List

OWNER	Mailing Address Line 1	Mailing Address Line 2
AA PROPERTIES LLC	1017 INVESTMENT BLVD	APEX NC 27502-1955
AKRAM, SAHAR SHADMAN, HAMIREZA	451 MILL RIVER LN	SAN JOSE CA 95134-2417
APEX PLANNING AND COMMUNITY DEVELOPMENT	PO Box 250	Apex, NC 27502
ALLEN, NICOLETTE R.	1313 CENTER ST	APEX NC 27502-7018
APEX FLEX STORAGE INC	1041 INVESTMENT BLVD	APEX NC 27502-7047
APEX TOWN OF	PO BOX 250	APEX NC 27502-0250
ARNOLD, SUSAN LARUE	2319 PENROSE DR	NORTH CHESTERFIELD VA 23235-2729
AVALLONE, JACQUELINE	117 OLD GROVE LN	APEX NC 27502-1790
BALGOOYEN, JENNIFER	850 MYRTLE GROVE LN	APEX NC 27502-6236
BAROSKO FAMILY TRUST	14436 WOODWILL LN	GAINESVILLE VA 20155-3893
BATES, JAMES E	161 OLD GROVE LN	APEX NC 27502-1790
BLANTON, SCOTT JACKSON BLANTON, CRYSTAL SUNDOWN	1319 CENTER ST	APEX NC 27502-7018
BORASKI, GINA L	145 OLD GROVE LN	APEX NC 27502-1790
BRUBAKER, NATHANAEL BRUBAKER, JOHANNA	1403 CENTER ST	APEX NC 27502-7020
BTSK HOLDINGS LLC	904 MILL RD	GOLDSBORO NC 27534-8951
CALVARY CHAPEL CARY INC	1600 CENTER ST	APEX NC 27502-7023
CANNON, SETH JACOB	1325 CENTER ST	APEX NC 27502-7018
CARTER, BRANDON JAMAL CARTER, FRANCESCA LOCKLEAR	128 OLD GROVE LN	APEX NC 27502-1789
CHEN, LINA	101 OLD GROVE LN	APEX NC 27502-1790
CHIU, MICHELLE TRUSTEE THE SAMMY REVOCABLE LIVING TRUST	1401 CENTER ST	APEX NC 27502-7020
COCKMAN, COLON J JR	144 OLD GROVE LN	APEX NC 27502-1789
COLE, PRISCILLA C	136 OLD GROVE LN	APEX NC 27502-1789
CURCURU, JOSEPH SALVATORE CURCURU, PAMELA DIANE	1301 CENTER ST	APEX NC 27502-7018
DISILVIO, CHRISTINE	848 MYRTLE GROVE LN	APEX NC 27502-6236
EQUITY TRUST COMPANY CUSTODIAN FBO MARC BLOCK IRA EQUITY TRUST COMPANY CUSTODIAN FBO MICHAEL FUNARI	1 EQUITY WAY	WESTLAKE OH 44145-1050
FUNARI, MICHAEL A BLOCK, MARC G	1700 SQUALL WALDEN LN	APEX NC 27523-6210
GORE LINE PROPERTIES, LLC	PO BOX 791	APEX NC 27502-0791
GROVES TOWNHOME ASSN INC THE	501 N SALEM ST STE 105	APEX NC 27502-2315

GROVES TOWNHOME ASSN INC THE	501 N SALEM ST	APEX NC 27502-2315
GROVES TOWNHOME ASSN INC THE	2509 SOUTHWINDS RUN	APEX NC 27502-6512
GROW, STEVEN MITCHEL TRUSTEE GROW, MICHELE ELIZABETH TRUSTEE	103 WELCHDALE CT	CARY NC 27513-1700
HENDERSON, RHONDA L	1132 CENTER ST	APEX NC 27502-7013
IANNONE, JOSEPH V JR	2509 SOUTHWINDS RUN	APEX NC 27502-6512
ISLAM, ATIF	205 OLD GROVE LN	APEX NC 27502-7005
JARRETT, LAINI NICOLE	165 OLD GROVE LN	APEX NC 27502-1790
JONES, SHARON L	PO BOX 12805	RALEIGH NC 27605-2805
KAPUR, KARAN KAPUR, POOJA	774 ORANGE OAK LN	APEX NC 27523-5101
KEANE, PATRICIA JAYNE	173 OLD GROVE LN	APEX NC 27502-1790
KERN, MICHELLE L	838 MYRTLE GROVE LN	APEX NC 27502-6236
KWON, OH KUEN LEE, YOUNG SIM	209 OLD GROVE LN	APEX NC 27502-7005
LAMBE, MAURA	153 OLD GROVE LN	APEX NC 27502-1790
LATUPE LLC	108 BRUINGTON CT	MORRISVILLE NC 27560-6986
MARGOSIAN, JOEL	120 OLD GROVE LN	APEX NC 27502-1789
MARTIN-BYERS, CHRISTINE	121 OLD GROVE LN	APEX NC 27502-1790
MCGUIRE, MARIANNE	842 MYRTLE GROVE LN	APEX NC 27502-6236
MICHAEL FUNARI IRA MARC BLOCK IRA	1700 SQUALL WALDEN LN	APEX NC 27523-6210
MONTGOMERY, PETER MONTGOMERY, JACALYN	1303 CENTER ST	APEX NC 27502-7018
MORRIS, DE JORDAN TRUSTEE MORRIS LIVING TRUST	405 TRELAWNEY LN	CARY NC 27519-8927
OLSON, BEVERLY L	104 OLD GROVE LN	APEX NC 27502-1789
ONDER, EFRAYIM	61 OLD GROVE LN	APEX NC 27502-1893
PATEL, MANIJ PATEL, ANITA	209 KINGS CASTLE DR	APEX NC 27502-5004
PETERSON ENTERPRISES OF NC LLC	7828 HASENTREE LAKE DR	WAKE FOREST NC 27587-1731
PEVZNER-KALIKA, ANNA KALIKA, MAXIM	502 ALLENHURST PL	CARY NC 27518-6480
RAINES, CARLIOUS JR RAINES, MARY EDITH L	1504 CENTER ST	APEX NC 27502-7021
REEDY, BONNIE JONES	213 OLD GROVE LN	APEX NC 27502-7005
RIGGLEMAN, WENDY DENISE	132 OLD GROVE LN	APEX NC 27502-1789
ROBINSON, EDIE C	112 OLD GROVE LN	APEX NC 27502-1789
SALTER, MALINDA G	129 OLD GROVE LN	APEX NC 27502-1790
SHAH, SUBODH PRADIPBHAI SHAH, SHEETAL SUBODH	217 OLD GROVE LN	APEX NC 27502-7005
SHOEMAKER, SPENCER H SHOEMAKER, PAMELA J	3011 NEW YARMOUTH WAY	APEX NC 27502-8960
SJA GLOBAL ADVISORS INC	406 CHIME CT	CARY NC 27519-5581
SKIADOS, DAVID GEORGE SKIADOS, VIRGINIA ELAINE	1307 CENTER ST	APEX NC 27502-7018
SMITH, CYNTHIA T SMITH, DENNIS R	1309 CENTER ST	APEX NC 27502-7018

SMITH, SCOTT GAWDYDA, KRISTYN	225 OLD GROVE LN	APEX NC 27502-7005
SOLAKOGLU, DENIZ	149 OLD GROVE LN	APEX NC 27502-1790
SOSDIAN, JOSHUA THOMAS	140 OLD GROVE LN	APEX NC 27502-1789
SPIVEY, CAROL JEAN	1331 CENTER ST	APEX NC 27502-7018
STANCIL, FREDERICK S STANCIL, DIANE R	67 OLD GROVE LN	APEX NC 27502-1893
STASIO, DENISE M	108 OLD GROVE LN	APEX NC 27502-1789
THE GROVES TOWNHOME ASSOCIATION INC	RS FINCHER & CO PO BOX 1117	APEX NC 27502-3117
THE GROVES TOWNHOME ASSOCIATION INC	315 S SALEM ST STE 500	APEX NC 27502-1863
WALKER, CAROLINE N WALKER, ZACHARY	1327 CENTER ST	APEX NC 27502-7018
WALKER, CAROLYN H	63 OLD GROVE LN	APEX NC 27502-1893
WHITNEY, REEVES NEWELL-WHITNEY, MICHELLE C	169 OLD GROVE LN	APEX NC 27502-1790
WILKERSON, LEANNE	157 OLD GROVE LN	APEX NC 27502-1790
WOODARD, MARY	993 MYRTLE GROVE LN	APEX NC 27502-6232
WOODS AND MEADOWS CAPITAL LLC	38 MOORELAND AVE	CHAPEL HILL NC 27516-4570
YADAV, ABBASAHEB P DHILLON, DILSHAD	44414 STONE ROSES CIR	ASHBURN VA 20147-6074
YU, ALEXANDER F BUCKLEY, SARAH D	109 OLD GROVE LN	APEX NC 27502-1790
Current Tenant	1314 Center ST	APEX NC 27502
Current Tenant	1315 Center ST	APEX NC 27502
Current Tenant	1316 Center ST	APEX NC 27502
Current Tenant	1320 Center ST	APEX NC 27502
Current Tenant	1321 Center ST	APEX NC 27502
Current Tenant	1328 Center ST	APEX NC 27502
Current Tenant	1332 Center ST	APEX NC 27502
Current Tenant	1333 Center ST	APEX NC 27502
Current Tenant	1400 Center ST	APEX NC 27502
Current Tenant	1502 Forest Grove DR	APEX NC 27502
Current Tenant	1019 Investment BLVD Suite 101	APEX NC 27502
Current Tenant	1019 Investment BLVD Suite 103	APEX NC 27502
Current Tenant	1019 Investment BLVD Suite 105	APEX NC 27502
Current Tenant	1019 Investment BLVD Suite 109	APEX NC 27502
Current Tenant	1019 Investment BLVD Suite 111	APEX NC 27502
Current Tenant	1041 Investment BLVD Suite 151	APEX NC 27502
Current Tenant	1041 Investment BLVD Suite 153	APEX NC 27502
Current Tenant	1041 Investment BLVD Suite 155	APEX NC 27502
Current Tenant	1041 Investment BLVD Suite 157	APEX NC 27502

Current Tenant	1041 Investment BLVD Suite 159	APEX NC 27502
Current Tenant	1091 Investment BLVD	APEX NC 27502
Current Tenant	1093 Investment BLVD	APEX NC 27502
Current Tenant	1095 Investment BLVD	APEX NC 27502
Current Tenant	1097 Investment BLVD	APEX NC 27502
Current Tenant	1099 Investment BLVD	APEX NC 27502
Current Tenant	844 Myrtle Grove LN	APEX NC 27502
Current Tenant	846 Myrtle Grove LN	APEX NC 27502
Current Tenant	991 Myrtle Grove LN	APEX NC 27502
Current Tenant	79 Old Grove LN	APEX NC 27502
Current Tenant	100 Old Grove LN	APEX NC 27502
Current Tenant	105 Old Grove LN	APEX NC 27502
Current Tenant	113 Old Grove LN	APEX NC 27502
Current Tenant	116 Old Grove LN	APEX NC 27502
Current Tenant	124 Old Grove LN	APEX NC 27502
Current Tenant	125 Old Grove LN	APEX NC 27502
Current Tenant	133 Old Grove LN	APEX NC 27502
Current Tenant	137 Old Grove LN	APEX NC 27502
Current Tenant	141 Old Grove LN	APEX NC 27502
Current Tenant	201 Old Grove LN	APEX NC 27502
Current Tenant	221 Old Grove LN	APEX NC 27502
Current Tenant	201 Parkfield DR	APEX NC 27502

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: Online Zoom Platform

Date of meeting: 11/30/22 Time of meeting: 5:00PM

Property Owner(s) name(s): Mike Funari and Marc Block

Applicant(s): Jason Barron

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.	Jeff Roach; Peak Engineering & Design	1125 Apex Peakway, Apex, NC 27502	919.439.0100	[redacted]	
2.	Marc Block	1700 Squaw Walden Ln, Apex NC, 27523			
3.	Keenan Conder; Morningstar Law	421 Fayetteville Street Suite 530 Raleigh, North Carolina 27601			
4.	Jason Barron; Morningstar	421 Fayetteville Street Suite 530 Raleigh, North Carolina 27601			
5.	Carolyn H. Walker	63 Old Grove Lane, Apex, NC 27502			
6.	Dennis Smith	1309 Center Street, Apex, NC 27502			
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): Mike Funari and Marc Block

Applicant(s): Jason Barron

Contact information (email/phone): jbarron@morningstarlawgroup.com; 919-590-0371

Meeting Address: Online Zoom Platform

Date of meeting: 11/30/22 Time of meeting: 5:00PM - 7PM

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 schedule for development?

Applicant's Response:

The development process includes the rezoning followed by subdivision and construction drawings.

All told, the permitting schedule is anticipated to be just a little over a year (Spring of 2024)

Question/Concern #2:

What is the architecture?

Applicant's Response:

We will have the Town's standard zoning conditions with respect to architecture for townhomes.

Otherwise, because there has not been a builder selected, the finishes remain to be seen

Question/Concern #3:

What is the house in the middle that is not being included, is that the one that appears to be renovated?

Applicant's Response:

Yes, that house is not part of the zoning.

Per Google maps, it appears that it is being used for some sort of business use.

Not sure if it is residential or not, but it is not part of the rezoning.

Question/Concern #4:

Is there a similar development to this?

Applicant's Response:

At this point, no. However, given the location, we would anticipate this development

yo be similar to the Groves next door.

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, Keenan Conder, 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 Online on Zoom (location/address) on 11/20/22 (date) from 5:00PM (start time) to 7:00PM (end time).

4. I have included the mailing list, meeting invitation, sign-in sheet, issue/response summary, and zoning map/reduced plans with the application.

5. I have prepared these materials in good faith and to the best of my ability.

12/1/2022
Date

By: _____

STATE OF NORTH CAROLINA
COUNTY OF ~~WAKE~~ Durham

Sworn and subscribed before me, Terri Lee Tolley, a Notary Public for the above State and County, on this the 1st day of December, 2022.

TERRI LEE TOLLEY NOTARY PUBLIC DURHAM COUNTY, N.C.

Terri Lee Tolley
Notary Public

Terri Lee Tolley
Print Name

My Commission Expires: 8/25/2023

Center Street Residential Assemblage
Rezoning Legal Description

All of seven (7) certain parcels of land, situated in Apex, Wake County, North Carolina, being known as REID# 0078028, 0007018, 0103032, 0051564, 0020141, 0047027, and 0040942 located in Wake County Records, and being more particularly described as follows:

Beginning at an Iron Pipe along the southern right-of-way of Center Street and the northwestern corner of the N/F Equity Trust Company (FBO Marc Block IRA and FBO Michael Funari Custodian – PIN 0741-99-6516) as shown on a map entitled "Minor Subdivision for N&I Properties, LLC" recorded in Wake County Registry Book of Maps 2004 Page 1132, said point being the **POINT OF BEGINNING**:

thence S73°17'12"E, 93.13' along the southern right-of-way of Center Street to an existing Bumper Jack Tube;

thence S73°17'12"E, 122.11' along the southern right-of-way of Center Street to a Mathematical Point (not set);

thence S01°02'53"E, 20.67' to an Iron Pipe, said pipe being the northwest corner of the N/F Cavalry Chapel Cary property (PIN 0751-09-0469);

thence S01°02'53"E, 266.86' to an Iron Pipe in the southeast corner of the N/F Equity Trust Company (FBO Marc Block IRA and FBO Michael Funari Custodian – PIN 0741-99-7663);

thence N89°36'52"W, 169.76' to an Iron Pipe in the southwestern corner of the N/F Equity Trust Company (FBO Marc Block IRA and FBO Michael Funari Custodian – PIN 0741-99-7663);

thence N89°36'52"W, 142.97' to an Iron Pipe in the southwestern corner of the N/F Equity Trust Company (FBO Marc Block IRA and FBO Michael Funari Custodian – PIN 0741-99-6516);

thence N89°36'49"W, 110.33' to an Iron Pipe in the southwestern corner of the N/F Michael Funari IRA and Marc Block IRA (PIN 0741-99-4612);

thence N89°36'49"W, 45.02' to an Iron Pipe along the property line of the N/F Equity Trust Company (FBO Marc Block IRA and FBO Michael Funari Custodian – PIN 0741-99-3581);

thence N89°36'49"W, 42.83' to an Iron Pipe along the property line of the N/F Equity Trust Company (FBO Marc Block IRA and FBO Michael Funari Custodian – PIN 0741-99-3581) to the southwest corner of the assembly;

thence N00°53'18"E, 67.30' to an Iron Pipe in the northwest corner of the N/F Equity Trust Company (FBO Marc Block IRA and FBO Michael Funari Custodian – PIN 0741-99-3581);

thence N00°48'50"E, 65.48' to an Iron Pipe along the western boundary of the N/F Michael Funari IRA and Marc Block IRA parcel (PIN 0741-99-4612);

thence N00°48'50"E, 95.63' to an Iron Pipe along the western boundary of the N/F Michael Funari IRA and Marc Block IRA parcel (PIN 0741-99-4612);

thence N01°02'31"E, 7.50' to an Iron Pipe in the southwestern corner of the N/F Michael Funari IRA and Marc Block IRA parcel (PIN 0741-99-3895);

thence N01°00'00"E, 192.81' to an Iron Pipe in the southern right-of-way of Center Street and the northwestern corner of the N/F Michael Funari IRA and Marc Block IRA parcel (PIN 0741-99-3895);

thence S73°11'21"E, 129.20' to an Iron Pipe in the southern right-of-way of Center Street;

thence S73°11'21"E, 24.52' to an Iron Pipe along the southern right-of-way of Center Stret and the northeastern corner of the N/F Michael Funari IRA and Marc Block IRA parcel (PIN 0741-99-4612);

thence S73°11'21"E, 52.34' to an Iron Pipe along the southern right-of-way of Center Stret and the northeastern corner of the N/F Equity Trust Company (FBO Marc Block IRA and FBO Michael Funari Custodian – PIN 0741-99-5716);

thence S00°48'59"W, 194.46' to an Iron Pipe;

thence S73°43'16"E, 100.00' to an Iron Pipe along the northern boundary of the N/F Equity Trust Company (FBO Marc Block IRA and FBO Michael Funari Custodian – PIN 0741-99-6516);

thence N00°34'53"E, 199.29' to an Iron Pipe along the southern right-of-way of Center Street, said point being the POINT OF BEGINNING.

Said Center Street Residential Assemblage rezoning containing 161,905.35 square feet or 3.716 acres more or less.


Surrey Meadows
Forest Grove Dr
Seagrove's Farm
The Groves II
Myrtle Grove Ln
Rezoning #22CZ27
Center St
Center Street Station
Old Grove Ln
The Groves
Investment Blvd
0
250
500
Feet
February 2023
October 2022 Aerial Photography
Prepared by: Town of Apex Planning Department

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: March 14, 2023

Item Details

Presenter(s): Amanda Bunce, Current Planning Manager

Department(s): Planning

Requested Motion

Motion to approve the Statement of the Apex Town Council pursuant to G.S. 160D-605(a) addressing action on the Unified Development Ordinance (UDO) Amendments of February 28, 2023.

Approval Recommended?

The Planning Department recommends approval.

Item Details

Attachments

- CN11-A1: Statement of the Town Council – Unified Development Ordinance Amendments of February 28, 2023

STATEMENT OF THE APEX TOWN COUNCIL PURSUANT TO G.S. 160D-605(a) ADDRESSING ACTION ON THE UNIFIED DEVELOPMENT ORDINANCE (UDO) AMENDMENTS OF FEBRUARY 28, 2023

Pursuant to G.S. §160D-601 and Sec. 2.2.11.E of the Unified Development Ordinance, the Planning Director for the Town of Apex, Dianne Khin, caused proper notice to be given (by publication and posting), of a public hearing on UDO Amendments before the Town Council on the 28th day of February 2023.

The Apex Town Council held a public hearing on the 28th day of February 2023. Dianne Khin, Planning Director, presented the Planning Board's vote to recommend approval by a vote of 8-0 at the public hearing.

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

The Town Council on the 28th day of February 2023 by a vote of 5-0 approved the Ordinance for UDO Amendments.

The Apex Town Council finds from information and testimony provided at the public hearing that the approval of the various UDO Amendments of February 28, 2023 are consistent with the Advance Apex: The 2045 Plan and reasonable and in the public interest for the following reason(s):

1. The amendments to UDO Sec. 8.2.6.B.4 *Landscape Buffers Between Land Uses, Land Use Classes* update the use names "Warehousing, general" and "Wholesaling distribution center" consistent with amendments previously approved and add the use "Warehousing fulfillment center" in the list of Class 6 land uses.
2. The amendment to UDO Sec. 8.3.2.A *Off-Street Parking Schedule "A"* removes the use "Wholesaling, general" from the Commercial Uses section of the table as it is an Industrial Use and does not affect the parking ratio required.
3. The amendment to UDO Sec. 8.3.6.D *Parking Lot Design Standards, Surfacing and Maintenance* allows "Agricultural Uses" the option to use gravel parking.

_____
Jacques K. Gilbert
Mayor

ATTEST:

_____
Allen Coleman, CMC, NCCCC
Town Clerk

_____
Date

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: March 14, 2023

Item Details

Presenter(s): Amanda Bunce, Current Planning Manager

Department(s): Planning

Requested Motion

Motion to set the Public Hearing for the March 28, 2023 Town Council meeting regarding various amendments to Unified Development Ordinance (UDO).

Approval Recommended?

The Planning Department recommends approval.

Item Details

Requested by Planning Committee of Town Council:

1. Amendments to Secs. 2.1.9.A Apex Environmental Advisory Board and 2.2.7.B *Neighborhood Meetings* in order to change the timing of Environmental Advisory Board review to after application submittal and add an additional neighborhood meeting after application submittal in the month prior to the anticipated public hearing dates.

Requested by Planning Staff:

2. Amendments to Sec. 4.4.1.J.2 *Supplemental Standards; Residential Uses; Townhouse, detached; Alleys and Driveways* in order to remove the requirement that no more than 10 lots be on a single alleyway without an intervening alleyway and to require that alleys for such use follow the standards for residential alleys in Sec. 7.2.1.H.2.

Attachments

- N/A

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: March 14, 2023

Item Details

Presenter(s): Allen Coleman, Town Clerk

Department(s): Town Clerk's Office

Requested Motion

Motion to approve the Apex Tax Report dated February 20, 2023.

Approval Recommended?

Yes

Item Details

The Wake County Board of Commissioners, in regular session on March 6, 2023, approved and accepted the enclosed tax report for the Town of Apex, dated February 20, 2023 for the period of January 1, 2023 through January 31, 2023.

Attachments

- CN13-A1: Tax Report for January 2023

WAKE COUNTY
NORTH CAROLINA

Board of Commissioners
P.O. Box 550 • Raleigh, NC 27602

TEL 919 856 6180
FAX 919 856 5699

SHINICA THOMAS, CHAIR
SUSAN EVANS, VICE-CHAIR
VICKIE ADAMSON
MATT CALABRIA
DON MIAL
CHERYL STALLINGS
JAMES WEST

March 7, 2023

Mr. Allen Coleman
Town Clerk
Town of Apex
Post Office Box 250
Apex, North Carolina 27502

Dear Mr. Coleman:

The Wake County Board of Commissioners, in regular session on March 6, 2023, approved and accepted the enclosed tax report for the Town of Apex.

The attached adopted actions are submitted for your review; no local board action is required.

Sincerely,

Yvonne Gilyard
Clerk to the Board
Wake County Board of Commissioners

Enclosure(s)

WAKE COUNTY
NORTH CAROLINA

Wake County Tax Administration
Rebate Details
01/01/2023 - 01/31/2023
APEX

DATE	TIME	PAGE
02/20/2023	10:20:56 AM	1

REBATE NUMBER	PROPERTY	CITY TAG	LATE LIST	BILLED INTEREST	TOTAL REBATED	PROCESS DATE	ACCOUNT NUMBER	TAX YEAR	YEAR FOR	BILLING TYPE	OWNER
INDIVIDUAL PROPERTY ACCOUNTS											
835751	258.26	30.00	0.00	0.00	288.26	01/05/2023	0006962033	2022	2021	000000	KIM, DAN ROY
835623	188.04	30.00	0.00	0.00	218.04	01/04/2023	0006947114	2022	2021	000000	ALUMBAUGH, MARC ANTHONY
835613	2.28	0.00	0.23	0.00	2.51	01/04/2023	0006899526	2022	2022	000000	STEVENS, GREGORY WILLIAM
835871	8.20	0.00	0.82	0.00	9.02	01/06/2023	0006444343	2022	2022	000000	KARR, TONY
835752	40.43	30.00	0.00	0.00	70.43	01/05/2023	0006962209	2022	2021	000000	KIM, DAN ROY
SUBTOTALS FOR INDIVIDUAL PROPERTY ACCOUNTS	**497.21**	**90.00**	**1.05**	**0.00**	**588.26**	**5**	**Properties Rebated**				
WILDLIFE BOAT ACCOUNTS											
837837	13.28	0.00	0.00	0.00	13.28	01/31/2023	0004207992	2022	2022	000000	GRESKO, PAUL JR
836856	66.19	0.00	6.62	0.00	72.81	01/20/2023	0004204660	2022	2022	000000	HOWINGTON, ADAM SETTLER
SUBTOTALS FOR WILDLIFE BOAT ACCOUNTS	**79.47**	**0.00**	**6.62**	**0.00**	**86.09**	**2**	**Properties Rebated**				
TOTAL REBATED FOR APEX	**576.68**	**90.00**	**7.67**	**0.00**	**674.35**	**7**	**Properties Rebated for City**				

"The Peak of Good Living"

TOWN OF APEX NORTH CAROLINA

Proclamation

Bleeding Disorders Awareness Month 2023

from the Office of the Mayor

WHEREAS, Bleeding disorders are a group of conditions in which the body is unable to form a proper blood clot, resulting in extended bleeding after injury, surgery, trauma, or menstruation, and can be significantly debilitating and even fatal if not treated properly; and,

WHEREAS, in the 1980's, many individuals with hemophilia became infected with HIV or hepatitis C due to the contamination of the blood supply and blood products; and,

WHEREAS, Originally designated as "Hemophilia Awareness Month" in March 1986, Bleeding Disorders Awareness Month was redesignated in 2016 in order to reflect the wide range of bleeding and blood disorders, such as hemophilia, HIV, anemia, and von Willebrand Disease, which is an inheritable disease that reduces the body's ability to form blood clots and affects 3.2 million people in the United States, nearly 1% of the whole population; and,

WHEREAS, Since 2016, multiple state and local governments have passed proclamations or resolutions declaring March as Bleeding Disorders Awareness Month; and,

WHEREAS, It is imperative to foster greater awareness of these conditions within the general public, and to facilitate a heightened sense of purpose and community among all individuals who live with bleeding and blood disorders; and,

WHEREAS, While the Town of Apex celebrates the advances made in treating these disorders, it also acknowledges the necessity for more engagement from researchers and policymakers to develop better treatments for these disorders, and ultimately, a cure.

NOW, THEREFORE, I, Jacques K. Gilbert, Mayor of Apex, North Carolina, do hereby proclaim the Month of March 2023, Bleeding Disorders Awareness Month in the Town of Apex, and encourage residents join me in becoming further educated about bleeding and blood disorders, and in calling for more significant actions in the fight to eradicate these diseases.

I hereby set my hand and have caused the Seal of the Town of Apex, North Carolina, to be affixed this the 14th day of March 2023

Jacques Gilbert, Mayor

Proclamation

CAPA Day 2023

from the Office of the Mayor

WHEREAS, In 2008, a small group of Apex citizens began assisting the Apex Police Department with office and administrative work. By 2012, the group organized as a non-profit entity under the name *Citizens Assisting Police in Apex*, or CAPA. By 2018, CAPA became recognized as a 501c3 organization; and,

WHEREAS, CAPA's mission is to provide support and assistance, through volunteerism, to the Apex Police Department by partnering together to serve its community with pride and integrity; and,

WHEREAS, CAPA volunteers are a diverse group of citizens committed to serving the Apex Police Department by assisting in administrative, non-police roles, thereby freeing up Officers so they may more effectively perform their duties; and,

WHEREAS, CAPA volunteers are also committed to serving the Town of Apex, as ambassadors and diplomats, by providing resources and services that enhance the Peak of Good Living's quality of life; and,

WHEREAS, CAPA Members are highly visible at events such as Apex Peakfest, Apex Night Out, Christmas with a Cop and other Town parades and festivals throughout the year. CAPA also provides child and senior medical IDs and assists the Apex Police Department with their charitable events supporting the Special Olympics of NC. Their volunteer work with NCDOT's Adopt-A-Highway and Apex's Adopt-A-Park programs help to beautify local resources; and,

WHEREAS, In 2022, CAPA Members contributed over 1500 volunteer hours to serving the Apex Police Department, the Town and other Community organizations.

NOW, THEREFORE, I, Jacques K. Gilbert, Mayor of Apex, North Carolina, do hereby proclaim, March 24th, 2023, CAPA Day in the Town of Apex, and acknowledge the significant benefit CAPA provides to the Apex Police Department and our entire community.

I hereby set my hand and have caused the Seal of the Town of Apex, North Carolina, to be affixed this the 14th day of March 2023

Jacques Gilbert, Mayor

"The Peak of Good Living"

TOWN OF APEX NORTH CAROLINA

Proclamation

Developmental Disabilities Awareness Month 2023

from the Office of the Mayor

WHEREAS, Developmental disabilities are a diverse group of chronic conditions that are caused by mental or physical impairments that arise before adulthood; and

WHEREAS, These conditions are likely to limit an individual's life in 3 or more of the following ways: self-care, receptive and expressive language, learning, mobility, self-direction, capacity for independent living, and economic self-sufficiency; and

WHEREAS, The "problem" with developmental disabilities is not the medical condition of the individual; rather, the problem is the fact that society does not completely support, include, welcome, and understand those around us with developmental disabilities; and

WHEREAS, The experience of disability is a natural part of life and a valuable component of our rich diversity, and individuals with developmental disabilities are an important and cherished part of our community; and

WHEREAS, The most effective way to increase awareness about developmental disabilities is an openness to learn and a recognition of the barriers that often prevent individuals with developmental disabilities from enjoying complete acceptance and inclusion, and;

WHEREAS, Policies must be developed that enhance accessibility and equity for those with developmental disabilities, and that educate the public regarding the challenges those individuals face,

NOW, THEREFORE, I, Jacques K. Gilbert, Mayor of Apex, North Carolina, do hereby proclaim, The Month of March 2023, Developmental Disabilities Awareness Month in the Town of Apex, and encourage residents to join me in calling for systemic changes that will alleviate struggles in the lives of those with developmental disabilities, and in opening our hearts so that we can make a more welcoming and caring Apex for all.

I hereby set my hand and have caused the Seal of the Town of Apex, North Carolina, to be affixed this the 14th day of March 2023

Jacques Gilbert, Mayor

"The Peak of Good Living"

TOWN OF APEX NORTH CAROLINA

Proclamation

Girl Scouts of the USA Appreciation Week 2023

from the Office of the Mayor

WHEREAS, March 12, 2023 marked the 111th Anniversary of Girl Scouts of the USA, founded by Juliette Gordon Low in 1912 in Savannah, Georgia; and,

WHEREAS, Throughout its distinguished history, Girl Scouting has inspired millions of girls and women with the highest ideals of courage, confidence, and character; and,

WHEREAS, Through the Girl Scout Leadership Experience, girls gain knowledge and develop skills that will serve them throughout their lives and enable them to better contribute to their communities; and,

WHEREAS, Girl Scouting takes an active role in increasing girl's awareness of the opportunities available to them in science, technology, engineering, math, the arts, and other programs that can expand their horizons; and,

WHEREAS, In a time of great division in our nation, Girl Scouts of the USA has committed to taking action to support all girls, their families, and their communities; and,

WHEREAS, By focusing their attention on groups and individuals in our diverse community who are the furthest away from racial, economic, and social justice, Girl Scouts of the USA are committed to being an instrument of change and equipping their members with the knowledge and ability to help make the world a better place.

NOW, THEREFORE, I, Jacques K. Gilbert, Mayor of Apex, North Carolina, do hereby proclaim, The Week of March 14 through March 21, 2023, Girl Scouts of the USA Appreciation Week in the Town of Apex, and encourage residents to join me in showing appreciation for the impact the Girl Scouts program has had on the life and leadership development of millions of girls across the nation, and for their efforts in striving to make our community and the world a more equitable and just place.

I hereby set my hand and have caused the Seal of the Town of Apex, North Carolina, to be affixed this the 14th day of March 2023

Jacques Gilbert, Mayor

Proclamation

Women's History Month 2023

from the Office of the Mayor

WHEREAS, Women's History Month traces back to the first International Women's Day held in 1911 and was extended to Women's History week in 1978; and

WHEREAS, Sarah Lawrence College, the Women's Action Alliance and the Smithsonian Institution collaborated to host the first Women's History Conference in 1979; and

WHEREAS, The women's suffrage movement led to the passage by Congress of the 19th Amendment to the Constitution of the United States in 1919 and was ratified by the states by the summer of 1920; and

WHEREAS, In 1980, President Jimmy Carter issued a proclamation declaring the week beginning March 7, 1982 as "Women's History Week" and in 1987 Congress provided bipartisan support to extend the Week to Women's History Month; and

WHEREAS, The theme of 2023 is "Celebrating Women Who Tell Our Stories: recognizing "women, past and present, who have been active in all forms of media and storytelling including print, radio, TV, stage, screen, blogs, podcasts, news, and social media."; and

WHEREAS, Women of every race, ethnicity, and background have made contributions to the growth and strength of our Nation in countless ways; and

WHEREAS, Women have historically played and continue to play a crucial economic, cultural and social role in every sphere of the life of the Nation by constituting a significant portion of the work force inside and outside of the home; and

WHEREAS, women of every race, ethnicity, and background have been leaders, not only in securing their own rights of freedom, suffrage and equal opportunity, but also in the abolitionist movement, the emancipation movement, the industrial labor movement, the civil rights movement, and other movements, especially the peace movement, which creates a more fair, just, and inclusive society for all people

WHEREAS, Despite these contributions, celebration of this Month acknowledging the role of women in history has been consistently overlooked and undervalued, in the literature, teaching and study of American history

NOW, THEREFORE, I, Jacques K. Gilbert, Mayor of the Town of Apex, do hereby proclaim March 2023 as Women's History Month in the Town of Apex and call upon all citizens to celebrate the numerous contributions women have made to our community, state, nation and to the world.

I hereby set my hand and have caused the Seal of the Town of Apex, North Carolina, to be affixed. This the 3rd day of March 2023.



Jacques K. Gilbert, Mayor

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CLOSED SESSION

Meeting Date: March 14, 2023

Item Details

Presenter(s): Steve Adams

Department(s): [Transportation, Infrastructure & Development Dept.]

Requested Motion

Possible motion to go into closed session pursuant to NCGS 143-318.11(a)(5) to instruct staff concerning acquisition of real property.

Approval Recommended?

[Yes or No]

Item Details

Attachments

- [List attachments or N/A]

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CLOSED SESSION

Meeting Date: March 14, 2023

Item Details

Presenter(s): Jacques K. Gilbert, Mayor

Department(s): Governing Body

Requested Motion

Possible motion to go into closed session pursuant to NCGS § 143-318.11(a)(6) for a personnel matter

Approval Recommended?

Yes

Item Details

NCGS §143-318.11 (6):

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

Attachments

- N/A