



# AGENDA | REGULAR TOWN COUNCIL MEETING

Tuesday, June 02, 2020 at 6:00 PM

Council Chamber at Apex Town Hall, 73 Hunter Street

## Council and Administration

Mayor: Jacques K. Gilbert | Mayor Pro Tem: Nicole L. Dozier

Council Members: Brett D. Gantt; Audra M. Killingsworth; Cheryl F. Stallings; Terry Mahaffey

Town Manager: Drew Havens | Assistant Town Managers: Shawn Purvis and Marty Stone

Town Clerk: Donna B. Hosch, MMC | Town Attorney: Laurie L. Hohe

## COMMENCEMENT

Call to Order | Invocation | Pledge of Allegiance

## PRESENTATIONS

- [PR1](#) Mayor Pro Tem Nicole Dozier  
Present Environmental Stewardship Award to the Apex Mosque
- [PR2](#) Mayor Jacques Gilbert  
Presentation of Proclamation – Pending
- [PR3](#) Mayor Jacques Gilbert  
Presentation of Proclamation – Pending

## 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](#) Amanda Bunce, Current Planning Manager  
Motion to approve the Statement of the Apex Town Council pursuant to G.S. 160A-383 addressing action on the various Unified Development Ordinance (UDO) Amendments of May 19, 2020.
- [CN2](#) Amanda Bunce, Current Planning Manager  
Motion to set the Public Hearing for the June 16, 2020 Town Council meeting regarding various amendments to the Unified Development Ordinance as requested by Planning staff.
- [CN3](#) Sarah Van Every, Senior Planner  
Motion to adopt a Resolution Directing the Town Clerk to Investigate Petition Received, to accept the Certificate of Sufficiency by the Town Clerk, and to adopt

a Resolution Setting Date of Public Hearing on the Question of Annexation – Apex Town Council's intent to annex Tony Karr, Timothy V. Streeter, Billy Ray Wolfe, Sarah W. Ronk, Willie T. Wolfe, Jr., Donna G. Wolfe, William D. Bunce II and Gail E. Bunce and John Terry Paton, (Rezoning Case #19CZ22 Wolfe Properties PUD) property containing 44.357 acres located at 1209, 1401, 1405 and 1409 Wimberly Road and 1000 & 1012 Double Helix Road, Annexation #677 into the Town's corporate limits.

[CN4](#) Sarah Van Every, Senior Planner

Motion to set Public Hearing for the June 16, 2020 Town Council meeting regarding Rezoning Application #19CZ22 Wolfe Properties PUD and Ordinance. The applicant, Josh Swindell, Envision Homes, LLC., seeks to rezone approximately 43.52 acres located at 1405, 1409, 1209, & 1401 Wimberly Road and 1012 & 1000 Double Helix Road (PINs 0722595328, 0722598851, 0723406397, 0723504154, 0723504154, 0723508938, & 0723601654) from Wake County R-80W and Rural Residential (RR) to Planned Unit Development-Conditional Zoning (PUD-CZ).

[CN5](#) Sarah Van Every, Senior Planner

Motion to set Public Hearing for the June 16, 2020 Town Council Meeting regarding Rezoning Application #19CZ23 2524 & 2604 Kelly Road. The applicant, Brian Griffith, seeks to rezone approximately 2.1 acres located at 2524 & 2604 Kelly Road (PINs 0731433004 & 0731424892) from Rural Residential (RR) to Mixed Office-Residential-Retail-Conditional Zoning (MORR-CZ).

[CN6](#) Shelly Mayo, Planner II

Motion to adopt a Resolution Directing the Town Clerk to Investigate Petition Received, to accept the Certificate of Sufficiency by the Town Clerk, and to adopt a Resolution Setting Date of Public Hearing on the Question of Annexation – Apex Town Council's intent to annex ATM Development, LLC (New Hill Holleman Road) property containing 0.981 acres located at 3036 New Hill Holleman Road, Annexation #685 into the Town's corporate limits.

[CN7](#) Shelly Mayo, Planner II

Motion to set the Public Hearing for the June 16, 2020 Town Council meeting regarding Rezoning Application #20CZ02 3036 New Hill Holleman Road and Ordinance. The applicant, Alonzo Wilson for ATM Development, seeks to rezone approximately 0.981 acres from Wake Co. GB to Medium Density-Conditional Zoning (MD-CZ). The proposed zoning is located at 3036 New Hill Holleman Road.

[CN8](#) Lauren Staudenmaier, Planner I

Motion to set Public Hearing for the June 16, 2020 Town Council meeting regarding Rezoning Application #20CZ03 James Street. The applicant, Jones & Cnossen Engineering, PLLC., seeks to rezone approximately 4.09 acres for the property located at 1200 James Street (PIN 0741789012), from Medium Density Residential (MD) to Tech/Flex-Conditional Zoning (TF-CZ).

[CN9](#) Dianne Khin, Director of Planning and Community Development



Motion to adopt a Resolution Directing the Town Clerk to Investigate Petition Received, to accept the Certificate of Sufficiency by the Town Clerk, and to adopt a Resolution Setting Date of Public Hearing on the Question of Annexation – Apex Town Council's intent to annex Jason Lucia and Trish Klenow (1121 Twin Creek Road) property containing 2.938 acres located at 1121 Twin Creek Road, Annexation #689 into the Town's corporate limits.

[CN10](#) Dianne Khin, Director of Planning and Community Development

Motion to adopt a Resolution Directing the Town Clerk to Investigate Petition Received, to accept the Certificate of Sufficiency by the Town Clerk, and to adopt a Resolution Setting Date of Public Hearing on the Question of Annexation – Apex Town Council's intent to annex Jainix, LLC (Jainix Green) property containing 6.5791 acres located west of 540 and south of Spire Bend (Greenmoor subdivision) Annexation #690 into the Town's corporate limits.

[CN11](#) Vance Holloman, Finance Officer

Motion to approve Budget Ordinance Amendment No. 15 and Capital Project Ordinance Amendment No. 2020-15 to appropriate the proceeds of the Town's recent sale of general obligation bonds

[CN12](#) Michael Deaton, Water Resources Director

Motion to approve an emergency interconnection between the Town's water system and Aqua North Carolina, Inc. water system that currently serves the Merion public water system in the area near Colby Chase Road

[CN13](#) Mary Beth Manville, Human Resources Director

Motion to approve a five (5) year contract with Cornerstone OnDemand, and authorizing the Town Manager to execute the same, for Recruiting, Performance and Learning Management Software Services

[CN14](#) Vance Holloman, Finance Officer

Motion to designate J. P. Morgan Chase Bank as an official depository for the Town of Apex

[CN15](#) Mary Beth Manville, Human Resources Director

Motion to approve the FY20-21 Position Classification Plan and Salary Ranges

[CN16](#) Mary Beth Manville, Human Resources Director

Motion to approve amended Personnel Policies

[CN17](#) Vance Holloman, Finance Director

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

[CN18](#) Michael Deaton, Water Resources Director

Motion to approve a fee-in-lieu for 169 linear feet of 8" gravity sewer as part of the Smith Farm Phase 2 development. Due to environmental impacts, this section of sewer cannot be permitted and built at this time. Once development proceeds upstream and this section of sewer is required, the fee-in-lieu funds can be utilized.

[CN19](#) Colleen Merays, Downtown and Small Business Development Coordinator

Motion to approve Apex Chamber of Commerce and Town of Apex special event permit application for a banner and yard sign. Signage to include (25+/-) yard type signs installed at various intersections and locations around Apex, and a banner hung across N. Salem Street.

[CN20](#) Vance Holloman, Finance Director

Motion to approve Budget Ordinance Amendment No. 16 which appropriates fund balance in the Recreation Capital Reserve Fund for the purpose of transferring those funds to the Recreation Capital Project Fund.

[CN21](#) Mike Deaton, Water Resources Director

Motion to approve Capital Project Ordinance Amendment No. 2020-16 to appropriate funds for the Inflow and Infiltration Reduction Program & Filter Upgrades Project

[CN22](#) Keith McGee, Fire Chief

Motion to authorize the Town Manager to sign a Right of Entry Permit between Wake County and the Town to allow a training exercise between Apex, Cary and Morrisville Fire Departments to be held on the Wake County owned parcel of land behind Fire Station 3 (736 Hunter Street)

#### 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

#### OLD BUSINESS

#### UNFINISHED BUSINESS

#### NEW BUSINESS

[NB1](#) Colleen Merays, Downtown and Small Business Development Coordinator

Possible motion to close up to 30 on-street parallel parking spaces along N. Salem Street from Saunders St. to Chatham St. to allow for extended outdoor dining and alcohol consumption as permitted by ABC Law or regulations, and to approve an ordinance temporarily modifying Town Code Sections 14-14 and 18-11 as they relate

to sidewalk dining and alcohol consumption on public streets and sidewalks through September 30, 2020.

[NB2](#)

Shawn Purvis, Assistant Town Manager

Possible motion to adopt the FY2020-2021 Annual Budget Ordinance and FY2020-2021 Fee Schedule

[NB3](#)

Shawn Purvis, Assistant Town Manager

Possible motion to adopt the FY2020-2021/24 Capital Improvement Program and associated capital project ordinances

CLOSED SESSION

WORK SESSION

ADJOURNMENT

# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PRESENTATION

Meeting Date: June 2, 2020

## Item Details

Presenter(s): Mayor Pro Tem Nicole Dozier

Department(s): Town Council

### Requested Motion

Present Environmental Stewardship Award to the Apex Mosque

### Approval Recommended?

N/A

### Item Details

The Apex Mosque will receive the Apex Environmental Stewardship Award for the installation of a Solar Photovoltaic (PV) System.

### Attachments

- N/A



# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PRESENTATION

Meeting Date: June 2, 2020

## Item Details

Presenter(s): Mayor Jacques Gilbert

Department(s): Governing Body

### Requested Motion

Presentation of Proclamation – Pending

### Approval Recommended?

N/A

### Item Details

### Attachments

- N/A



# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PRESENTATION

Meeting Date: June 2, 2020

## Item Details

Presenter(s): Mayor Jacques Gilbert

Department(s): Governing Body

### Requested Motion

Presentation of Proclamation - Pending

### Approval Recommended?

N/A

### Item Details

### Attachments

- N/A



# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 2, 2020

## Item Details

Presenter(s): Amanda Bunce, Current Planning Manager

Department(s): Planning and Community Development

### Requested Motion

Motion to approve the Statement of the Apex Town Council pursuant to G.S. 160A-383 addressing action on the various Unified Development Ordinance (UDO) Amendments of May 19, 2020.

### Approval Recommended?

The Planning and Community Development Department recommends approval.

### Item Details

### Attachments

- Statement of Town Council



**STATEMENT OF THE APEX TOWN COUNCIL PURSUANT TO G.S. 160A-383 ADDRESSING ACTION ON UNIFIED DEVELOPMENT ORDINANCE (UDO) AMENDMENTS OF MAY 19, 2020**

Pursuant to G.S. §160A-384 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 19<sup>th</sup> day of May 2020.

The Apex Town Council held a public hearing on the 19<sup>th</sup> day of May 2020. Amanda Bunce, Current Planning Manager, presented the Planning Board's vote to recommend approval by a vote of 7-0 at the public hearing.

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

The Town Council by a vote of 5 to 0 approved the Ordinance for UDO Amendments.

The Apex Town Council finds from information and testimony provided at the public hearing that the approval of the UDO Amendments of May 19, 2020 is consistent with the Advance Apex: The 2045 Plan and reasonable and in the public interest for the following reason(s):

1. The amendment to UDO Sec. 2.3.5.C *Special Use, Procedures* removes a reference to the Planning Board that is no longer applicable to this review procedure.
2. The amendments to UDO Sec. 3.2 *Zoning Districts Established* correct the number of zoning districts found in the UDO and corrects a typographical error.
3. The amendment to UDO Sec. 4.2.2 *Use Table* removes the reference to Sec. 4.4.6.B.6 which does not exist in the UDO.

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Jacques K. Gilbert  
Mayor

ATTEST:

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Donna B. Hosch, MMC, NCCMC  
Town Clerk

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Date



# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 2, 2020

## Item Details

Presenter(s): Amanda Bunce, Current Planning Manager

Department(s): Planning and Community Development

### Requested Motion

Motion to set the Public Hearing for the June 16, 2020 Town Council meeting regarding various amendments to the Unified Development Ordinance as requested by Planning staff.

### Approval Recommended?

The Planning and Community Development Department recommends approval.

### Item Details

UDO Amendment Summary

Requested by Planning Staff:

1. Amendments to Sec. 5.1.5 *Table of Intensity and Dimensional Standards, Small Town Character Overlay District* in order to increase the permitted building height to three (3) stories and 50 feet subject to specific standards including setbacks.
2. Amendments to Sec. 6.1 *Watershed Protection Overlay Districts* and Sec. 7.2.1 *Design Standards, Streets* in order to change all references to "Stormwater and Utility Engineering Manager" to "Environmental Engineering Manager" in Sec. 6.1 and to "Water Resources Director" in Sec. 7.2.1.

### Attachments

- N/A



# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 2, 2020

## Item Details

Presenter: Sarah Van Every, Senior Planner

Department: Planning and Community Development

### Requested Motion

Motion to adopt a Resolution Directing the Town Clerk to Investigate Petition Received, to accept the Certificate of Sufficiency by the Town Clerk, and to adopt a Resolution Setting Date of Public Hearing on the Question of Annexation – Apex Town Council's intent to annex Tony Karr, Timothy V. Streeter, Billy Ray Wolfe, Sarah W. Ronk, Willie T. Wolfe, Jr., Donna G. Wolfe, William D. Bunce II and Gail E. Bunce and John Terry Paton, (Rezoning Case #19CZ22 Wolfe Properties PUD) property containing 44.357 acres located at 1209, 1401, 1405 and 1409 Wimberly Road and 1000 & 1012 Double Helix Road, Annexation #677 into the Town's corporate limits.

### Approval Recommended?

Yes, by the Planning and Community Development Department.

### Item Details

The Town Clerk certifies to the investigation of said annexation. Adoption of the Resolution authorizes the Town Clerk to advertise said public hearing by electronic means and on the Town of Apex's website. The Public Hearing would be scheduled for the June 16, 2020 Town Council meeting.

### Attachments

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





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

Annexation Petition #677  
Wolfe Properties PUD

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

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

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

This the 2nd day of June 2020.

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Jacques K. Gilbert  
Mayor

ATTEST:

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Donna B. Hosch, MMC, NCCMC  
Town Clerk



CERTIFICATE OF SUFFICIENCY BY THE TOWN CLERK

Annexation Petition #677  
Wolfe Properties PUD

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

I, Donna B. Hosch, 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 2nd day of June 2020.

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Donna B. Hosch, MMC, NCCMC  
Town Clerk

(Seal)

## PETITION FOR VOLUNTARY ANNEXATION

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

Application #: 677 Submittal Date: 10/2/19  
Fee Paid: \$ 200 Check #: 1356

### TO THE TOWN COUNCIL APEX, NORTH CAROLINA

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

### Owner Information

(see attached list)

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

### Surveyor Information

Surveyor: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

### Annexation Summary Chart

Total Acreage to be annexed:	<u>44.357</u>	Reason for annexation: (select one)
Population of acreage to be annexed:	_____	Receive Town Services <u>X</u>
Existing # of housing units:	_____	Other (please specify) _____
Zoning District*:	<u>R-40W Low Der</u>	_____

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

PIN	Owner	Mail Address 1	Mail Address 2	Site Address
	KARR, TONY		RALEIGH NC 27604-	
722595328	STREETER, TIMOTHY V	3800 SARATOGA DR	3445	1405 WIMBERLY RD
722598851	WOLFE, BILLY RAY	1409 WIMBERLY RD	APEX NC 27523-6767	1409 WIMBERLY RD
723406397	RONK, SARAH W	1209 WIMBERLY RD	APEX NC 27523-6771	1209 WIMBERLY RD
	WOLFE, WILLIE T JR			
723504154	WOLFE, DONNA G	1401 WIMBERLY RD	APEX NC 27523-6767	1401 WIMBERLY RD
	BUNCE, WILLIAM D II			1012 DOUBLE HELIX
723508938	BUNCE, GAIL E	7617 SNAFFLEBIT LN	APEX NC 27502-3975	RD
		1000 DOUBLE HELIX		1000 DOUBLE HELIX
723601654	PATON, JOHN TERRY	RD	APEX NC 27523-6735	RD

PETITION FOR VOLUNTARY ANNEXATION

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

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

COMPLETE IF SIGNED BY INDIVIDUALS:

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

TONY R. KARR  
Please Print

[Signature]  
Signature

\_\_\_\_\_  
Please Print

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Please Print

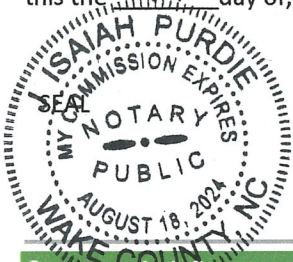
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Signature

\_\_\_\_\_  
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\_\_\_\_\_  
Signature

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

Sworn and subscribed before me, J. Isaiah Purdie, a Notary Public for the above State and County,  
this the 27 day of September, 2019.



J. Isaiah Purdie  
Notary Public

My Commission Expires: 8-18-2024

COMPLETE FOR 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

Attest:

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

\_\_\_\_\_  
Secretary (Signature)

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

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

\_\_\_\_\_  
Notary Public

SEAL

My Commission Expires: \_\_\_\_\_



PETITION FOR VOLUNTARY ANNEXATION

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

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

COMPLETE IF SIGNED BY INDIVIDUALS:

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

Tony Karr

Please Print

Timothy V. Streeter

Please Print

Billy Ray Wolfe

Please Print

Sarah W. Ronk

Please Print

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

Signature

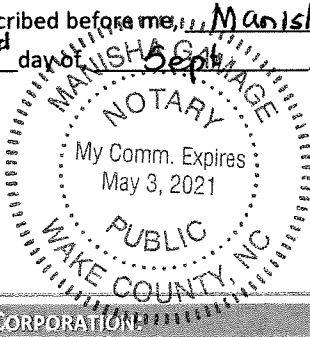
Signature

Signature

Signature

Sworn and subscribed before me, Manisha Gamage, a Notary Public for the above State and County,  
this the 23<sup>rd</sup> day of Sept, 2019.

SEAL



Notary Public

My Commission Expires: 05-03-2021

COMPLETE IF A CORPORATION:

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

Corporate Name \_\_\_\_\_

SEAL

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

President (Signature)

Attest: \_\_\_\_\_

Secretary (Signature) \_\_\_\_\_

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

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

Notary Public

SEAL

My Commission Expires: \_\_\_\_\_



PETITION FOR VOLUNTARY ANNEXATION

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

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

COMPLETE IF SIGNED BY INDIVIDUALS:

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

Tony Karr

Please Print

Signature

Timothy V. Streeter

Please Print

Signature

Billy Ray Wolfe

Please Print

Signature

Sarah W. Ronk

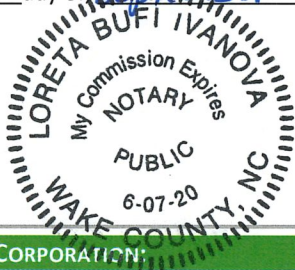
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Signature

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

Sworn and subscribed before me, Loreta Bufi Ivanova, a Notary Public for the above State and County,  
this the 23rd day of September, 2019.

SEAL



Notary Public

Loreta Bufi Ivanova

My Commission Expires:

06-07-2020

COMPLETE IF A CORPORATION:

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

Corporate Name \_\_\_\_\_

SEAL

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

President (Signature)

Attest: \_\_\_\_\_

Secretary (Signature) \_\_\_\_\_

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

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

Notary Public

SEAL

My Commission Expires: \_\_\_\_\_

PETITION FOR VOLUNTARY ANNEXATION

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

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

COMPLETE IF SIGNED BY INDIVIDUALS:

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

Tony Karr

\_\_\_\_\_  
Please Print

\_\_\_\_\_  
Signature

Timothy V. Streeter

\_\_\_\_\_  
Please Print

\_\_\_\_\_  
Signature

Billy Ray Wolfe

\_\_\_\_\_  
Please Print

\_\_\_\_\_  
Signature

 Sarah W. Ronk Sarah Wolfe Ronk

Sarah W. Ronk  
Signature

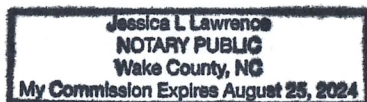
\_\_\_\_\_  
Please Print

\_\_\_\_\_  
Signature

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

Sworn and subscribed before me, Jessica L. Lawrence a Notary Public for the above State and County,  
this the 30 day of September, 2019.

SEAL



Jessica L. Lawrence  
Notary Public

My Commission Expires: August 25th 2024

COMPLETE IF A CORPORATION:

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

Corporate Name \_\_\_\_\_

SEAL

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

Attest: \_\_\_\_\_

\_\_\_\_\_  
President (Signature)

\_\_\_\_\_  
Secretary (Signature)

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

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

\_\_\_\_\_  
Notary Public

SEAL

My Commission Expires: \_\_\_\_\_

PETITION FOR VOLUNTARY ANNEXATION

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

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

COMPLETE IF SIGNED BY INDIVIDUALS:

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

~~Willie T. Wolfe, Jr. and Donna G. Wolfe~~

Please Print

William D. Bunce II and Gail E. Bunce

Please Print

~~John Terry Paton~~

Please Print

Please Print

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

Signature

Signature

Signature

Signature

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

Notary Public

SEAL

My Commission Expires: \_\_\_\_\_

COMPLETE IF A CORPORATION:

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

Corporate Name \_\_\_\_\_

SEAL

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

President (Signature)

Attest: \_\_\_\_\_

Secretary (Signature) \_\_\_\_\_

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

Sworn and subscribed before me, Jennifer W. Palermo, a Notary Public for the above State and County,  
this the 26th day of September, 2019.

SEAL

Jennifer W. Palermo  
Notary Public  
Wake County, North Carolina

Notary Public

My Commission Expires: 25 October 2020

PETITION FOR VOLUNTARY ANNEXATION

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

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

COMPLETE IF SIGNED BY INDIVIDUALS:

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

~~Willie T. Wolfe, Jr. and Donna G. Wolfe~~

\_\_\_\_\_  
Please Print

\_\_\_\_\_  
Signature

~~William D. Bunce II and Gail E. Bunce~~

\_\_\_\_\_  
Please Print

\_\_\_\_\_  
Signature

John Terry Paton

\_\_\_\_\_  
Please Print

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Please Print

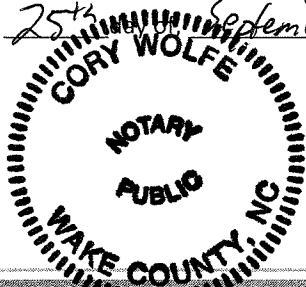
\_\_\_\_\_  
Signature

STATE OF NORTH CAROLINA

COUNTY OF WAKE

Sworn and subscribed before me, Cory Wolfe, a Notary Public for the above State and County,  
this the 25<sup>th</sup> September, 2019.

SEAL



\_\_\_\_\_  
Notary Public

My Commission Expires: September 30<sup>th</sup>, 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 #: \_\_\_\_\_

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

COMPLETE IF SIGNED BY INDIVIDUALS:

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

Willie T. Wolfe, Jr. and Donna G. Wolfe

\_\_\_\_\_  
Please Print

Willie T. Wolfe, Jr. / Donna G. Wolfe  
Signature

~~William D. Bunce II and Gail E. Bunce~~

\_\_\_\_\_  
Please Print

\_\_\_\_\_  
Signature

~~John Terry Paton~~

\_\_\_\_\_  
Please Print

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Please Print

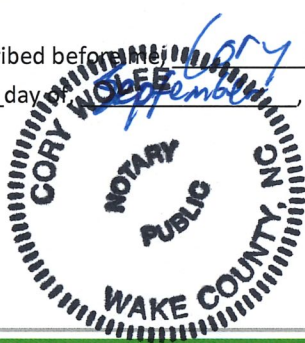
\_\_\_\_\_  
Signature

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

Sworn and subscribed before me, Cory Wolfe  
this the 25<sup>th</sup> day of September, 2019.

\_\_\_\_\_  
a Notary Public for the above State and County,

SEAL



\_\_\_\_\_  
Notary Public

My Commission Expires: September 30<sup>th</sup>, 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: \_\_\_\_\_

PIN	Owner	Mail Address 1	Mail Address 2	Site Address
722595328	KARR, TONY		RALEIGH NC 27604-	
722598851	STREETER, TIMOTHY V	3800 SARATOGA DR	3445	1405 WIMBERLY RD
723406397	WOLFE, BILLY RAY	1409 WIMBERLY RD	APEX NC 27523-6767	1409 WIMBERLY RD
	RONK, SARAH W	1209 WIMBERLY RD	APEX NC 27523-6771	1209 WIMBERLY RD
	WOLFE, WILLIE T JR			
723504154	WOLFE, DONNA G	1401 WIMBERLY RD	APEX NC 27523-6767	1401 WIMBERLY RD
	BUNCE, WILLIAM D II			1012 DOUBLE HELIX
723508938	BUNCE, GAIL E	7617 SNAFFLEBIT LN	APEX NC 27502-3975	RD
		1000 DOUBLE HELIX		1000 DOUBLE HELIX
723601654	PATON, JOHN TERRY	RD	APEX NC 27523-6735	RD

## ANNEXATION AREA

BEGINNING at a point in the approximate center of Wimberly Road – NCSR 1603 (60' Public Right-of-Way), said point being located S 89°21'41" W a distance of 34.70' from an existing ½" iron pipe (bent), said iron pipe and having North Carolina State Plane Coordinates of North: 730,187.88, East: 2,024,486.20; thence from said beginning point and with the approximate center of Wimberly Road, the following three calls:

1. N 28°28'40" W a distance of 47.63' to a point;
2. thence with a curve turning to the right with an arc length of 310.02', with a radius of 3,925.50', with a chord bearing of N 26°12'54" W, with a chord length of 309.94' to a point;
3. thence N 23°57'09" W a distance of 96.18' to a point;

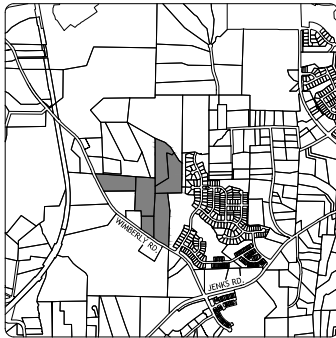
Thence leaving center of Wimberly Road, S 86°11'46" E a distance of 216.89' to an existing ¾" iron pipe; thence S 85°45'45" E a distance of 1,118.89' to an existing 1" iron pipe; thence S 85°46'48" E a distance of 99.95' to an existing ¾" iron pipe; thence N 00°10'17" E a distance of 927.55' to an existing ¾" iron pipe; thence S 67°39'28" E a distance of 247.90' to an existing ½" iron pipe; thence S 49°40'39" E a distance of 166.19' to an existing ½" iron pipe; thence S 32°39'55" E a distance of 376.10' to an existing ½" iron pipe; thence S 50°46'48" E a distance of 91.31' to an existing ½" iron pipe; thence S 00°32'58" W a distance of 696.25' to an existing 1" iron pipe; thence S 89°04'35" W a distance of 331.33' to an existing ½" iron pipe; thence S 06°41'35" E a distance of 419.20' to an existing ½" iron pipe; thence S 01°35'27" W a distance of 886.66' to a point in the approximate center of Wimberly Road; thence with the approximate center of Wimberly Road, the following four calls:

1. N 62°13'45" W a distance of 60.30' to a point;
2. thence with a curve turning to the right with an arc length of 529.51', with a radius of 4,201.73', with a chord bearing of N 57°21'05" W, with a chord length of 529.16' to a point;
3. thence N 54°07'46" W a distance of 77.11' to a point;
4. thence N 53°37'44" W a distance of 95.66' to a point;

Thence leaving center of Wimberly Road, N 00°34'26" W a distance of 474.33' to an existing ½" iron pipe; thence S 89°41'26" W a distance of 150.96' to an existing axle; thence N 01°58'45" E a distance of 469.32' to an existing ½" iron pipe; thence S 89°21'41" W a distance of 774.45' to the original Point of Beginning.

The above described tract containing 1,932,177 square feet (44.357 acres)





VICINITY MAP  
1" = 2000'

LEGEND & NOMENCLATURE

- Existing Iron Pipe (unless noted otherwise)
- New 3/4" Iron Pipe
- Concrete Monument Set
- Computed Point
- Dead End
- Book of Maps
- Page
- Square Foot
- Acres
- Sight Triangle
- Address

SURVEYOR NOTES:

- All distances shown are horizontal ground measurements in U.S. Survey Feet.
- 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.
- Areas calculated by CAD software (coordinate geometry).
- This plat is for annexation purposes only. All improvements, easements not shown herein.

PRELIMINARY PLAT  
NOT FOR RECORDATION,  
CONVEYANCE OR SALES

SURVEYOR CERTIFICATION

I, Jeremy Taylor, certify that this plat was drawn under my supervision from an actual survey made under my supervision (and description recorded in Book referenced etc.) (other); that the boundaries not surveyed are clearly indicated as drawn from information found in Book referenced; that the ratio of precision or positional accuracy as calculated exceeds 1:10,000; that this plat was prepared in accordance with G.S. 47-30 as amended. Furthermore, this survey is of another category, such as the recombination of existing parcels, a court-ordered survey, or other exception to the definition of subdivision. Witness my original signature, license number and seal this 30th day of September, A.D., 2019.

Professional Land Surveyor  
License Number: L-3841



ANNEXATION # \_\_\_\_\_

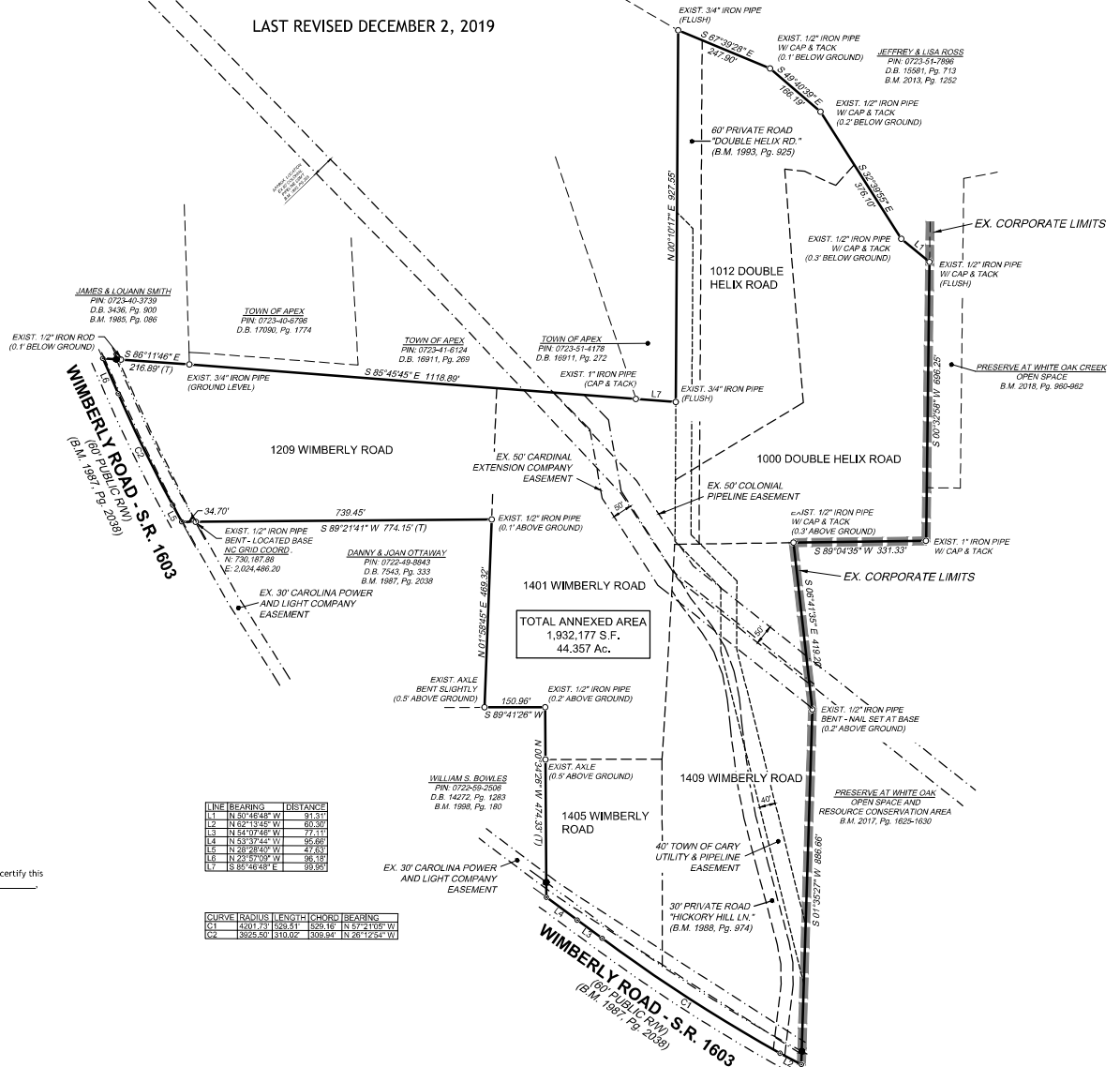
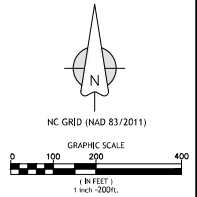
I, Donna B. Hosch, MMC, NCCMC, Town Clerk, Apex, North Carolina certify this is a true and exact map of annexation adopted the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by the Town Council. I set my hand and seal of the Town of Apex, \_\_\_\_\_ Day \_\_\_\_\_ Month \_\_\_\_\_ Year

Donna B. Hosch, MMC, NCCMC, Town Clerk

# SATELLITE ANNEXATION PLAT of WIMBERLY TOWNES FOR THE TOWN OF APEX

WHITE OAK TOWNSHIP, WAKE COUNTY, NORTH CAROLINA

LAST REVISED DECEMBER 2, 2019



LINE	BEARING	DISTANCE
1	N 30°46'48" W	91.31
2	N 62°13'48" W	69.00
3	N 54°07'48" W	97.11
4	N 53°37'44" W	56.69
5	N 29°28'20" W	41.81
6	N 23°57'09" W	66.19
7	S 89°46'48" E	93.95

CURVE	RADIUS	LENGTH	CHORD	BEARING
64	100.0	110.0	100.0	N 10°10'10" W
65	100.0	110.0	100.0	N 10°12'34" W



**Annexation #677**

HICKORY HILL LN

DOUBLE HELIX RD

SECLUDED ACRES RD

*The Preserve at  
White Oak Creek*

VINE POND CT

SIDEWINDER CT

SUNNYBRANCH LN

RAMBLING CREEK RD

WHITE OAK POND RD

WIMBERLY RD

**Cary/Apex  
Water Treatment  
Facility**

GOODWIN RD



[Home](#)

## Wake County Real Estate Data Account Summary

[iMaps](#)[Tax Bills](#)Real Estate ID **0168101**PIN # **0722595328**Account  
SearchLocation Address  
**1405 WIMBERLY RD**Property Description  
**TR-3B WILLIE & MARY WOLFE BM1987-02038**[Pin/Parcel History](#) [Search Results](#) [New Search](#)[Account](#) | [Buildings](#) | [Land](#) | [Deeds](#) | [Notes](#) | [Sales](#) | [Photos](#) | [Tax Bill](#) | [Map](#)

Property Owner <b>KARR, TONY</b> <b>STREETER, TIMOTHY V &amp; ALLISON MARIE</b> (Use the Deeds link to view any additional owners)		Owner's Mailing Address <b>3800 SARATOGA DR</b> <b>RALEIGH NC 27604-3445</b>	Property Location Address <b>1405 WIMBERLY RD</b> <b>APEX NC 27523-6767</b>
<b>Administrative Data</b> Old Map # <b>594-00000-0075</b> Map/Scale <b>0722 02</b> VCS <b>20WC900</b> City Fire District <b>23</b> Township <b>WHITE OAK</b> Land Class <b>MFG HOME</b> ETJ <b>WC</b> Spec Dist(s) Zoning <b>R-80W</b> History ID 1 History ID 2 Acreage <b>2.75</b> Permit Date <b>7/7/1998</b> Permit # <b>0000984178</b>		<b>Transfer Information</b> Deed Date <b>12/14/2009</b> Book & Page <b>13792 2642</b> Revenue Stamps Pkg Sale Date <b>6/13/2003</b> Pkg Sale Price <b>\$75,500</b> Land Sale Date Land Sale Price  <b>Improvement Summary</b>  Total Units <b>0</b> Recycle Units <b>0</b> Apt/SC Sqft Heated Area	<b>Assessed Value</b>  Land Value Assessed <b>\$160,000</b> Bldg. Value Assessed  Tax Relief  Land Use Value Use Value Deferment Historic Deferment Total Deferred Value  Use/Hist/Tax Relief Assessed Total Value Assessed* <b>\$160,000</b>

\*Wake County assessed building and land values reflect the market value as of January 1, 2020, which is the date of the last county-wide revaluation. Any inflation, deflation or other economic changes occurring after this date does not affect the assessed value of the property and cannot be lawfully considered when reviewing the value for adjustment.

The January 1, 2020 values will remain in effect until the next county-wide revaluation. Until that time, any real estate accounts created or new construction built is assessed according to the 2020 Schedule of Values.

For questions regarding the information displayed on this site, please contact the Department of Tax Administration at [Taxhelp@wakegov.com](mailto:Taxhelp@wakegov.com) or call 919-856-5400.



[Home](#)

## Wake County Real Estate Data Account Summary

[iMaps](#)[Tax Bills](#)Real Estate ID **0168102** PIN # **0723406397**Account  
SearchLocation Address  
**1209 WIMBERLY RD**Property Description  
**TR-2A WILLIE & MARY WOLFE BM1987-2038**[Pin/Parcel History](#) [Search Results](#) [New Search](#)[Account](#) | [Buildings](#) | [Land](#) | [Deeds](#) | [Notes](#) | [Sales](#) | [Photos](#) | [Tax Bill](#) | [Map](#)

Property Owner <b>RONK, SARAH W</b> (Use the Deeds link to view any additional owners)		Owner's Mailing Address <b>1209 WIMBERLY RD</b> <b>APEX NC 27523-6771</b>	Property Location Address <b>1209 WIMBERLY RD</b> <b>APEX NC 27523-6771</b>
<b>Administrative Data</b> Old Map # <b>567-00000-0088</b> Map/Scale <b>0723 03</b> VCS <b>20WC900</b> City Fire District <b>23</b> Township <b>WHITE OAK</b> Land Class <b>MFG HOME</b> ETJ <b>WC</b> Spec Dist(s) Zoning <b>R-80W</b> History ID 1 History ID 2 Acreage <b>7.12</b> Permit Date Permit #		<b>Transfer Information</b> Deed Date <b>5/30/1997</b> Book & Page <b>07489 0860</b> Revenue Stamps Pkg Sale Date Pkg Sale Price Land Sale Date Land Sale Price  <b>Improvement Summary</b> Total Units <b>0</b> Recycle Units <b>0</b> Apt/SC Sqft Heated Area	<b>Assessed Value</b> Land Value Assessed <b>\$340,384</b> Bldg. Value Assessed  Tax Relief  Land Use Value Use Value Deferment Historic Deferment Total Deferred Value  Use/Hist/Tax Relief Assessed Total Value Assessed* <b>\$340,384</b>

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## Wake County Real Estate Data

### Property Search Results

Search Type: **PIN**    Search Value: **0723 \*\* 50 4154**

1 Record(s) Matched Search Criteria

Page 1 of 1

Line	Map	PIN Number	Account	Owner	Property Description
1	072304	<a href="#">0723504154 000</a>	0211701	WOLFE, WILLIE T JR & DONN	LT3A PROP WILLIE T & MARY C WO
End of Data					

[Back To Search Page](#)

[Home](#)

## Wake County Real Estate Data Account Summary

[iMaps](#)[Tax Bills](#)Real Estate ID **0200674** PIN # **0723508938**Account  
SearchLocation Address  
**1012 DOUBLE HELIX RD B-1 RANDALL & SANDRA REYNOLD BM1993-00925**[Pin/Parcel History](#) [Search Results](#) [New Search](#)[Account](#) | [Buildings](#) | [Land](#) | [Deeds](#) | [Notes](#) | [Sales](#) | [Photos](#) | [Tax Bill](#) | [Map](#)

Property Owner <b>BUNCE, WILLIAM D II &amp; GAIL E</b> (Use the <a href="#">Deeds</a> link to view any additional owners)		Owner's Mailing Address <b>7617 SNAFFLEBIT LN</b> <b>APEX NC 27502-3975</b>	Property Location Address <b>1012 DOUBLE HELIX RD</b> <b>APEX NC 27523-6735</b>		
<b>Administrative Data</b>		<b>Transfer Information</b>	<b>Assessed Value</b>		
Old Map #	<b>567--</b>	Deed Date	<b>2/5/2003</b>	Land Value Assessed	<b>\$327,600</b>
Map/Scale	<b>0723 04</b>	Book & Page	<b>09896 0658</b>	Bldg. Value Assessed	<b>\$85,228</b>
VCS	<b>20WC900</b>	Revenue Stamps			
City		Pkg Sale Date			
Fire District	<b>23</b>	Pkg Sale Price		Tax Relief	
Township	<b>WHITE OAK</b>	Land Sale Date	<b>12/9/1993</b>	Land Use Value	
Land Class	<b>R-&lt;10-HS</b>	Land Sale Price	<b>\$45,000</b>	Use Value Deferment	
ETJ	<b>WC</b>			Historic Deferment	
Spec Dist(s)				Total Deferred Value	
Zoning	<b>R-80W</b>	<b>Improvement Summary</b>			
History ID 1		Total Units	<b>1</b>	Use/Hist/Tax Relief	
History ID 2		Recycle Units	<b>1</b>	Assessed	
Acreage	<b>7.00</b>	Apt/SC Sqft		Total Value Assessed*	<b>\$412,828</b>
Permit Date	<b>10/7/1994</b>	Heated Area	<b>864</b>		
Permit #	<b>0000950852</b>				

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[Home](#)

## Wake County Real Estate Data Account Summary

[iMaps](#)  
[Tax Bills](#)Real Estate ID **0043853**PIN # **0723601654**

Location Address

**1000 DOUBLE HELIX RD**

Property Description

**LOB-2 RCMB RANDAL & SANDRA REYNOLDS BM1993-00925**Account  
Search[Pin/Parcel History](#) [Search Results](#) [New Search](#)[NORTH CAROLINA](#) [Account](#) | [Buildings](#) | [Land](#) | [Deeds](#) | [Notes](#) | [Sales](#) | [Photos](#) | [Tax Bill](#) | [Map](#)

Property Owner <b>PATON, JOHN TERRY</b> (Use the Deeds link to view any additional owners)		Owner's Mailing Address <b>1000 DOUBLE HELIX RD</b> <b>APEX NC 27523-6735</b>		Property Location Address <b>1000 DOUBLE HELIX RD</b> <b>APEX NC 27523-6735</b>	
<b>Administrative Data</b>		<b>Transfer Information</b>		<b>Assessed Value</b>	
Old Map #	<b>567-00000-0010</b>	Deed Date	<b>5/29/2014</b>	Land Value Assessed	<b>\$296,128</b>
Map/Scale	<b>0723 04</b>	Book & Page	<b>15672 2496</b>	Bldg. Value Assessed	<b>\$257,768</b>
VCS	<b>20WC900</b>	Revenue Stamps		Tax Relief	
City		Pkg Sale Date	<b>10/4/2004</b>	Land Use Value	
Fire District	<b>23</b>	Pkg Sale Price	<b>\$401,000</b>	Use Value Deferment	
Township	<b>WHITE OAK</b>	Land Sale Date	<b>2/14/1994</b>	Historic Deferment	
Land Class	<b>R-&lt;10-HS</b>	Land Sale Price	<b>\$44,000</b>	Total Deferred Value	
ETJ	<b>WC</b>	<b>Improvement Summary</b>		Use/Hist/Tax Relief	
Spec Dist(s)		Total Units	<b>1</b>	Assessed	
Zoning	<b>R-80W</b>	Recycle Units	<b>1</b>	Total Value Assessed*	<b>\$553,896</b>
History ID 1		Apt/SC Sqft			
History ID 2		Heated Area	<b>3,061</b>		
Acreage	<b>8.23</b>				
Permit Date	<b>2/22/2013</b>				
Permit #	<b>0000120738</b>				

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

Annexation Petition #677  
Wolfe Properties PUD

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 16th day of June 2020.

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

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

This the 2nd day of June 2020.

---

Jacques K. Gilbert, Mayor

ATTEST:

---

Donna B. Hosch, MMC, NCCMC, Town Clerk

## 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 #: 677 Submittal Date: 10/2/19  
Fee Paid: \$ 200 Check #: 1356

### TO THE TOWN COUNCIL APEX, NORTH CAROLINA

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

### Owner Information

(see attached list)

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

### Surveyor Information

Surveyor: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

### Annexation Summary Chart

Total Acreage to be annexed: 44.357 Reason for annexation: (select one)  
Population of acreage to be annexed: \_\_\_\_\_ Receive Town Services X  
Existing # of housing units: \_\_\_\_\_ Other (please specify) \_\_\_\_\_  
Zoning District\*: R-40W Low Der

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

PIN	Owner	Mail Address 1	Mail Address 2	Site Address
	KARR, TONY		RALEIGH NC 27604-	
722595328	STREETER, TIMOTHY V	3800 SARATOGA DR	3445	1405 WIMBERLY RD
722598851	WOLFE, BILLY RAY	1409 WIMBERLY RD	APEX NC 27523-6767	1409 WIMBERLY RD
723406397	RONK, SARAH W	1209 WIMBERLY RD	APEX NC 27523-6771	1209 WIMBERLY RD
	WOLFE, WILLIE T JR			
723504154	WOLFE, DONNA G	1401 WIMBERLY RD	APEX NC 27523-6767	1401 WIMBERLY RD
	BUNCE, WILLIAM D II			1012 DOUBLE HELIX
723508938	BUNCE, GAIL E	7617 SNAFFLEBIT LN	APEX NC 27502-3975	RD
		1000 DOUBLE HELIX		1000 DOUBLE HELIX
723601654	PATON, JOHN TERRY	RD	APEX NC 27523-6735	RD

PETITION FOR VOLUNTARY ANNEXATION

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

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

COMPLETE IF SIGNED BY INDIVIDUALS:

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

TONY R. KARR  
Please Print

[Signature]  
Signature

\_\_\_\_\_  
Please Print

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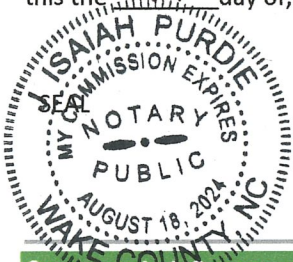
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\_\_\_\_\_  
Signature

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

Sworn and subscribed before me, J. Isaiah Purdie, a Notary Public for the above State and County,  
this the 27 day of September, 2019.



J. Isaiah Purdie  
Notary Public

My Commission Expires: 8-18-2024

COMPLETE FOR 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

Attest:

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

\_\_\_\_\_  
Secretary (Signature)

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

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

\_\_\_\_\_  
Notary Public

SEAL

My Commission Expires: \_\_\_\_\_

PETITION FOR VOLUNTARY ANNEXATION

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

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

COMPLETE IF SIGNED BY INDIVIDUALS:

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

Tony Karr

Please Print

Timothy V. Streeter

Please Print

Billy Ray Wolfe

Please Print

Sarah W. Ronk

Please Print

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

Signature

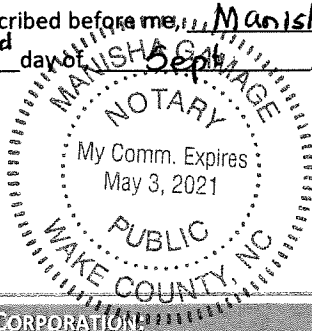
Signature

Signature

Signature

Sworn and subscribed before me, Manisha Gamage, a Notary Public for the above State and County,  
this the 23<sup>rd</sup> day of Sept, 2019.

SEAL



Notary Public

My Commission Expires: 05-03-2021

COMPLETE IF A CORPORATION:

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

Corporate Name \_\_\_\_\_

SEAL

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

Attest: \_\_\_\_\_

President (Signature)

Secretary (Signature) \_\_\_\_\_

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

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

Notary Public

SEAL

My Commission Expires: \_\_\_\_\_



PETITION FOR VOLUNTARY ANNEXATION

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

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

COMPLETE IF SIGNED BY INDIVIDUALS:

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

Tony Karr

Please Print

Signature

Timothy V. Streeter

Please Print

Signature

Billy Ray Wolfe

Please Print

Signature

Sarah W. Ronk

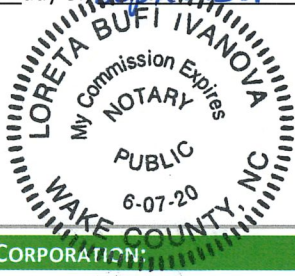
Please Print

Signature

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

Sworn and subscribed before me, Loreta Bufi Ivanova, a Notary Public for the above State and County,  
this the 23rd day of September, 2019.

SEAL



Notary Public

Loreta Bufi Ivanova

My Commission Expires:

06-07-2020

COMPLETE IF A CORPORATION:

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

Corporate Name \_\_\_\_\_

SEAL

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

President (Signature)

Attest: \_\_\_\_\_

Secretary (Signature) \_\_\_\_\_

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

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

Notary Public

SEAL

My Commission Expires: \_\_\_\_\_

PETITION FOR VOLUNTARY ANNEXATION

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

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

COMPLETE IF SIGNED BY INDIVIDUALS:

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

Tony Karr

\_\_\_\_\_  
Please Print

\_\_\_\_\_  
Signature

Timothy V. Streeter

\_\_\_\_\_  
Please Print

\_\_\_\_\_  
Signature

Billy Ray Wolfe

\_\_\_\_\_  
Please Print

\_\_\_\_\_  
Signature

 Sarah W. Ronk

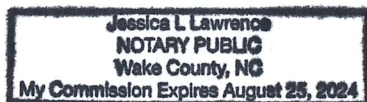
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Please Print

\_\_\_\_\_  
Signature

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

Sworn and subscribed before me, Jessica L. Lawrence a Notary Public for the above State and County,  
this the 30 day of September, 2019.

SEAL



\_\_\_\_\_  
Notary Public

My Commission Expires: August 25th 2024

COMPLETE IF A CORPORATION:

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

Corporate Name \_\_\_\_\_

SEAL

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

Attest: \_\_\_\_\_

\_\_\_\_\_  
President (Signature)

\_\_\_\_\_  
Secretary (Signature)

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

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

\_\_\_\_\_  
Notary Public

SEAL

My Commission Expires: \_\_\_\_\_

PETITION FOR VOLUNTARY ANNEXATION

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

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

COMPLETE IF SIGNED BY INDIVIDUALS:

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

~~Willie T. Wolfe, Jr. and Donna G. Wolfe~~

Please Print

William D. Bunce II and Gail E. Bunce

Please Print

~~John Terry Paton~~

Please Print

Please Print

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

Signature

Signature

Signature

Signature

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

Notary Public

SEAL

My Commission Expires: \_\_\_\_\_

COMPLETE IF A CORPORATION:

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

Corporate Name \_\_\_\_\_

SEAL

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

President (Signature)

Attest: \_\_\_\_\_

Secretary (Signature) \_\_\_\_\_

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

Sworn and subscribed before me, Jennifer W. Palermo, a Notary Public for the above State and County,  
this the 26th day of September, 2019.

SEAL

Jennifer W. Palermo  
Notary Public  
Wake County, North Carolina

Notary Public

My Commission Expires: 25 October 2020



PETITION FOR VOLUNTARY ANNEXATION

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

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

COMPLETE IF SIGNED BY INDIVIDUALS:

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

~~Willie T. Wolfe, Jr. and Donna G. Wolfe~~

\_\_\_\_\_  
Please Print

\_\_\_\_\_  
Signature

~~William D. Bunce II and Gail E. Bunce~~

\_\_\_\_\_  
Please Print

\_\_\_\_\_  
Signature

John Terry Paton

\_\_\_\_\_  
Please Print

\_\_\_\_\_  
Signature

\_\_\_\_\_  
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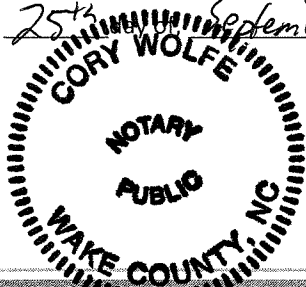
\_\_\_\_\_  
Signature

STATE OF NORTH CAROLINA

COUNTY OF WAKE

Sworn and subscribed before me, Cory Wolfe, a Notary Public for the above State and County,  
this the 25<sup>th</sup> September, 2019.

SEAL



\_\_\_\_\_  
Notary Public

My Commission Expires: September 30<sup>th</sup>, 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 #: \_\_\_\_\_

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

COMPLETE IF SIGNED BY INDIVIDUALS:

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

Willie T. Wolfe, Jr. and Donna G. Wolfe

\_\_\_\_\_  
Please Print

Willie T. Wolfe, Jr. / Donna G. Wolfe  
Signature

~~William D. Bunce II and Gail E. Bunce~~

\_\_\_\_\_  
Please Print

\_\_\_\_\_  
Signature

~~John Terry Paton~~

\_\_\_\_\_  
Please Print

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Please Print

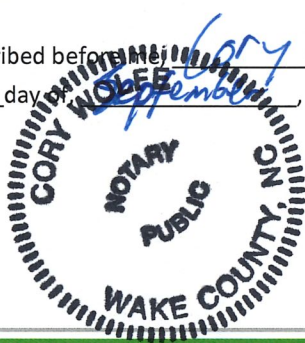
\_\_\_\_\_  
Signature

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

Sworn and subscribed before me, Cory Wolfe  
this the 25<sup>th</sup> day of September, 2019.

\_\_\_\_\_  
a Notary Public for the above State and County,

SEAL



\_\_\_\_\_  
Notary Public

My Commission Expires: September 30<sup>th</sup>, 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: \_\_\_\_\_

PIN	Owner	Mail Address 1	Mail Address 2	Site Address
722595328	KARR, TONY		RALEIGH NC 27604-	
722598851	STREETER, TIMOTHY V	3800 SARATOGA DR	3445	1405 WIMBERLY RD
723406397	WOLFE, BILLY RAY	1409 WIMBERLY RD	APEX NC 27523-6767	1409 WIMBERLY RD
	RONK, SARAH W	1209 WIMBERLY RD	APEX NC 27523-6771	1209 WIMBERLY RD
	WOLFE, WILLIE T JR			
723504154	WOLFE, DONNA G	1401 WIMBERLY RD	APEX NC 27523-6767	1401 WIMBERLY RD
	BUNCE, WILLIAM D II			1012 DOUBLE HELIX
723508938	BUNCE, GAIL E	7617 SNAFFLEBIT LN	APEX NC 27502-3975	RD
		1000 DOUBLE HELIX		1000 DOUBLE HELIX
723601654	PATON, JOHN TERRY	RD	APEX NC 27523-6735	RD

## **ANNEXATION AREA**

BEGINNING at a point in the approximate center of Wimberly Road – NCSR 1603 (60' Public Right-of-Way), said point being located S 89°21'41" W a distance of 34.70' from an existing ½" iron pipe (bent), said iron pipe and having North Carolina State Plane Coordinates of North: 730,187.88, East: 2,024,486.20; thence from said beginning point and with the approximate center of Wimberly Road, the following three calls:

1. N 28°28'40" W a distance of 47.63' to a point;
2. thence with a curve turning to the right with an arc length of 310.02', with a radius of 3,925.50', with a chord bearing of N 26°12'54" W, with a chord length of 309.94' to a point;
3. thence N 23°57'09" W a distance of 96.18' to a point;

Thence leaving center of Wimberly Road, S 86°11'46" E a distance of 216.89' to an existing ¾" iron pipe; thence S 85°45'45" E a distance of 1,118.89' to an existing 1" iron pipe; thence S 85°46'48" E a distance of 99.95' to an existing ¾" iron pipe; thence N 00°10'17" E a distance of 927.55' to an existing ¾" iron pipe; thence S 67°39'28" E a distance of 247.90' to an existing ½" iron pipe; thence S 49°40'39" E a distance of 166.19' to an existing ½" iron pipe; thence S 32°39'55" E a distance of 376.10' to an existing ½" iron pipe; thence S 50°46'48" E a distance of 91.31' to an existing ½" iron pipe; thence S 00°32'58" W a distance of 696.25' to an existing 1" iron pipe; thence S 89°04'35" W a distance of 331.33' to an existing ½" iron pipe; thence S 06°41'35" E a distance of 419.20' to an existing ½" iron pipe; thence S 01°35'27" W a distance of 886.66' to a point in the approximate center of Wimberly Road; thence with the approximate center of Wimberly Road, the following four calls:

1. N 62°13'45" W a distance of 60.30' to a point;
2. thence with a curve turning to the right with an arc length of 529.51', with a radius of 4,201.73', with a chord bearing of N 57°21'05" W, with a chord length of 529.16' to a point;
3. thence N 54°07'46" W a distance of 77.11' to a point;
4. thence N 53°37'44" W a distance of 95.66' to a point;

Thence leaving center of Wimberly Road, N 00°34'26" W a distance of 474.33' to an existing ½" iron pipe; thence S 89°41'26" W a distance of 150.96' to an existing axle; thence N 01°58'45" E a distance of 469.32' to an existing ½" iron pipe; thence S 89°21'41" W a distance of 774.45' to the original Point of Beginning.

The above described tract containing 1,932,177 square feet (44.357 acres)



VICINITY MAP  
1" = 2000'

#### LEGEND & NOMENCLATURE

- Existing Iron Pipe (unless noted otherwise)
- New 3/4" Iron Pipe
- Concrete Monument Set
- △ Computed Point
- Dead End
- Book of Maps
- Page
- Square Foot
- Acres
- Sight Triangle
- Address

#### SURVEYOR NOTES:

1. All distances shown are horizontal ground measurements in U.S. Survey Feet.
2. 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.
3. Areas calculated by CAD software (coordinate geometry).
4. This plat is for annexation purposes only. All improvements, easements not shown herein.

PRELIMINARY PLAT  
NOT FOR RECORDATION,  
CONVEYANCE OR SALES

#### SURVEYOR CERTIFICATION

I, Jeremy Taylor, certify that this plat was drawn under my supervision from an actual survey made under my supervision (detailed description recorded in Book referenced etc.) (other); that the boundaries not surveyed are clearly indicated as drawn from information found in Book referenced; that the ratio of precision or positional accuracy as calculated exceeds 1:10,000; that this plat was prepared in accordance with G.S. 47-30 as amended. Furthermore, this survey is of another category, such as the recombination of existing parcels, a court-ordered survey, or other exception to the definition of subdivision.

Witness my original signature, license number and seal this 30th day of September, A.D., 2019.

Professional Land Surveyor  
License Number: L-3841



ANNEXATION # \_\_\_\_\_

I, Donna B. Hosch, MMC, NCCMC, Town Clerk, Apex, North Carolina certify this is a true and exact map of annexation adopted the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by the Town Council. I set my hand and seal of the Town of Apex, \_\_\_\_\_

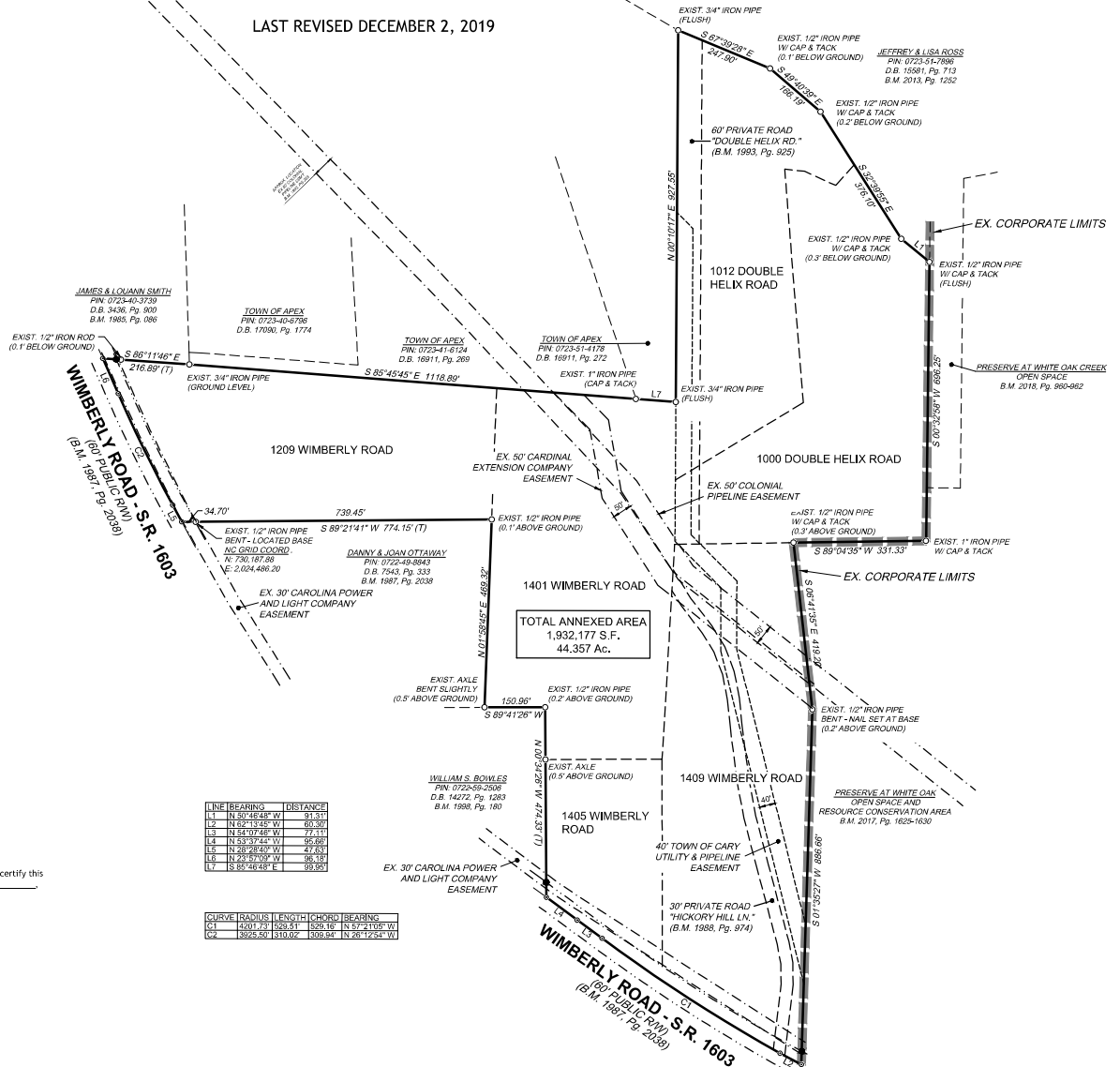
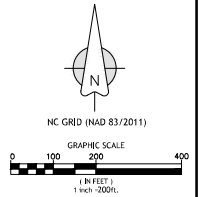
Day Month Year

Donna B. Hosch, MMC, NCCMC, Town Clerk

# SATELLITE ANNEXATION PLAT of WIMBERLY TOWNES FOR THE TOWN OF APEX

WHITE OAK TOWNSHIP, WAKE COUNTY, NORTH CAROLINA

LAST REVISED DECEMBER 2, 2019



LINE	BEARING	DISTANCE
L1	N 30°46'48" W	91.31'
L2	N 63°13'48" W	69.00'
L3	N 54°07'48" W	97.11'
L4	N 53°37'44" W	56.68'
L5	N 28°28'20" W	41.83'
L6	N 23°57'09" W	66.18'
L7	S 89°46'48" E	93.95'

CURVE	RADIUS	LENGTH	CHORD	BEARING
C1	1009.21	150.51'	126.10'	N 10°11'09" W
C2	8028.50	310.02'	1029.94'	N 20°12'34" W



**Annexation #677**

HICKORY HILL LN

DOUBLE HELIX RD

SECLUDED ACRES RD

*The Preserve at  
White Oak Creek*

VINE POND CT

SIDEWINDER CT

SUNNYBRANCH LN

RAMBLING CREEK RD

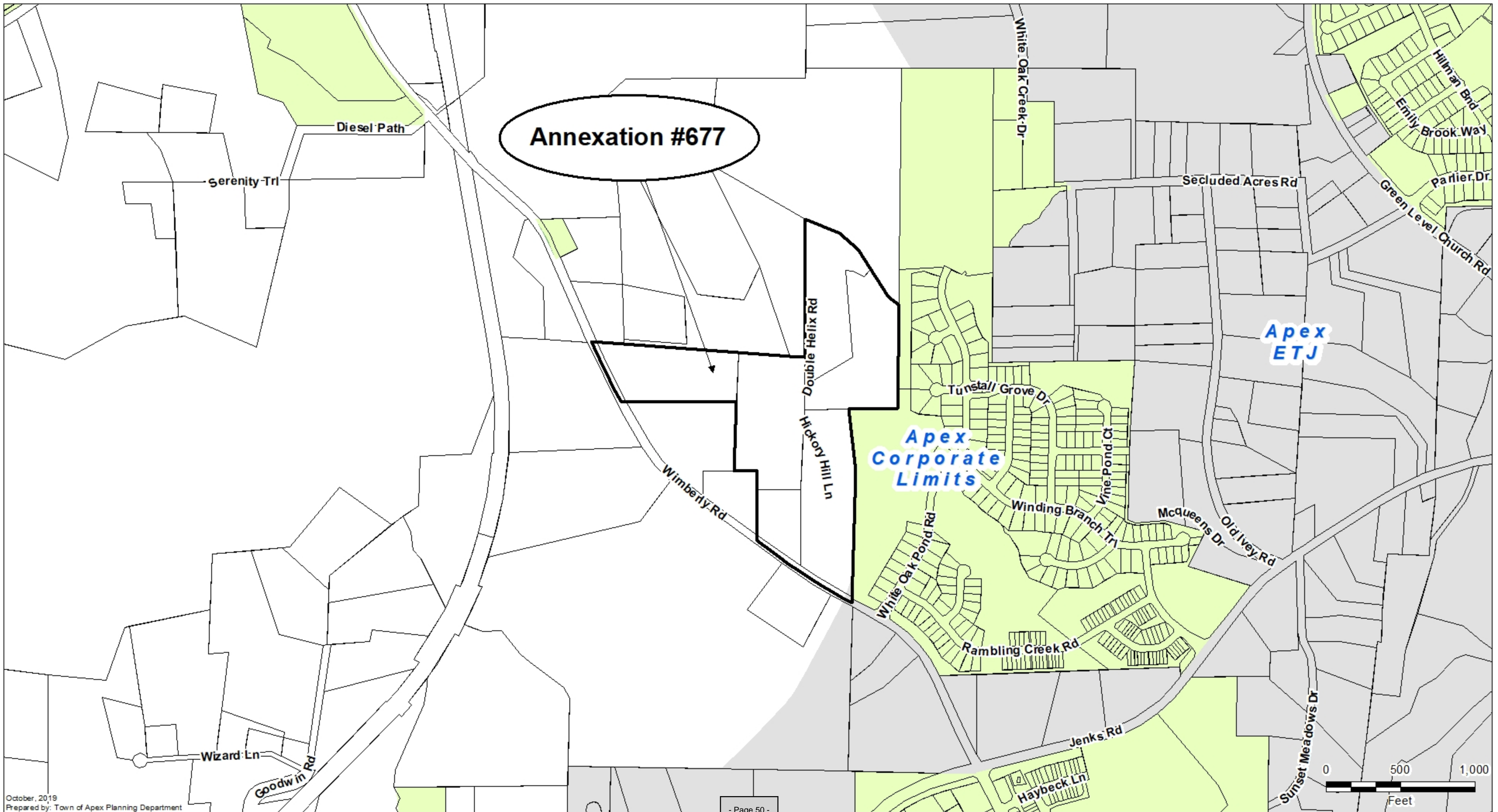
WHITE OAK POND RD

WIMBERLY RD

**Cary/Apex  
Water Treatment  
Facility**

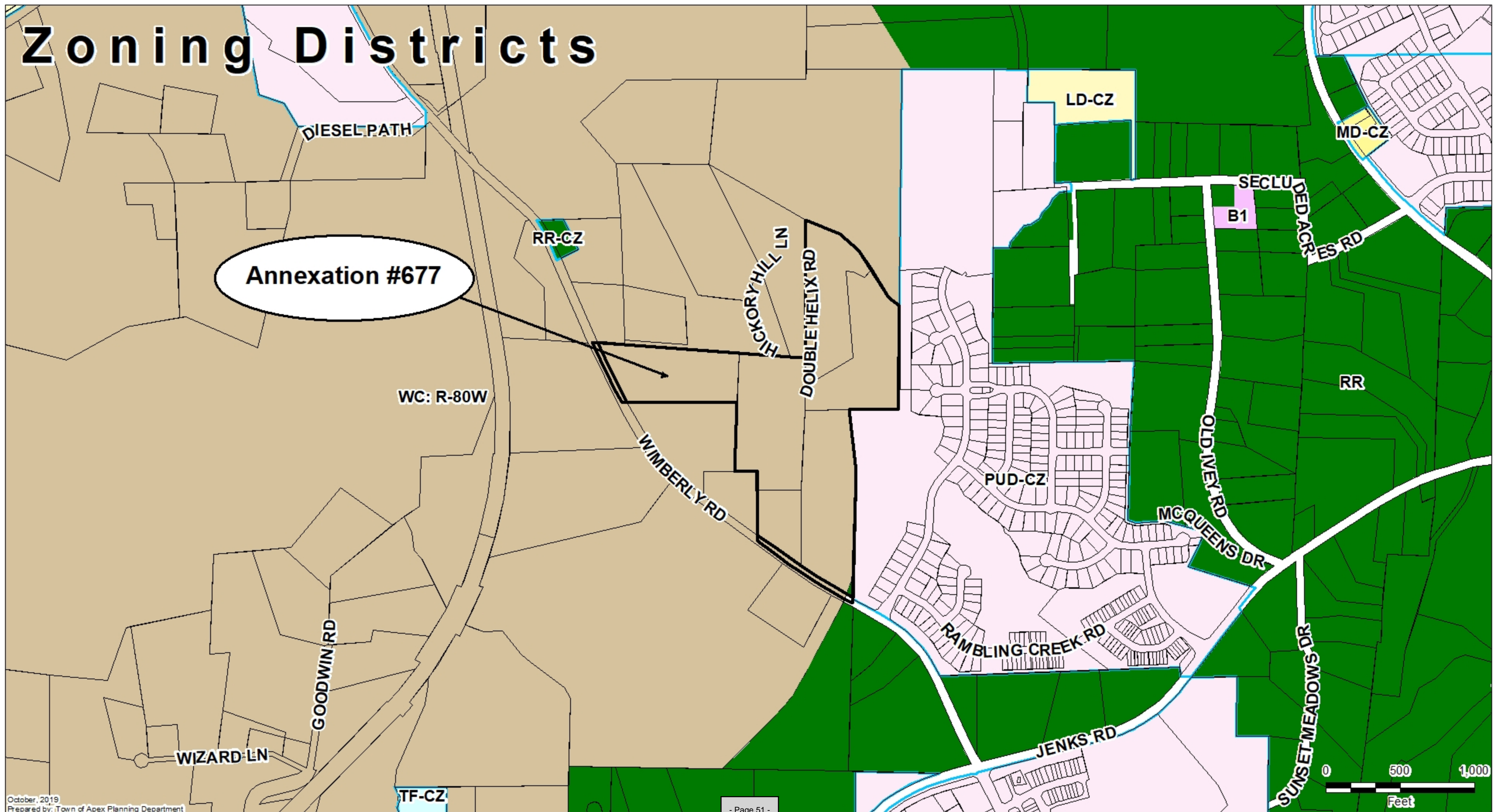
GOODWIN RD







# Zoning Districts



# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 2, 2020

## Item Details

Presenter(s): Sarah Van Every, Senior Planner

Department(s): Planning and Community Development

### Requested Motion

Motion to set Public Hearing for the June 16, 2020 Town Council meeting regarding Rezoning Application #19CZ22 Wolfe Properties PUD and Ordinance. The applicant, Josh Swindell, Envision Homes, LLC., seeks to rezone approximately 43.52 acres located at 1405, 1409, 1209, & 1401 Wimberly Road and 1012 & 1000 Double Helix Road (PINs 0722595328, 0722598851, 0723406397, 0723504154, 0723504154, 0723508938, & 0723601654) from Wake County R-80W and Rural Residential (RR) to Planned Unit Development-Conditional Zoning (PUD-CZ).

### Approval Recommended?

The Planning and Community Development Department recommends approval.

### Item Details

### Attachments

- Vicinity Map
- Application





**Rezoning #19CZ22**

DOUBLE HELIX RD

HICKORY HILL LN

SECLUDED ACRES RD

*The Preserve at  
White Oak Creek*

*Cary/Apex  
Water Treatment  
Facility*

WIMBERLY RD

WHITE OAK POND RD

VINE POND CT

SIDEWINDER CT

GOODWIN RD

October, 2019  
May 2019 Aerial Photography  
Prepared by: Town of Apex Planning Department

0 500 1,000  
Feet



## PLANNED UNIT DEVELOPMENT APPLICATION

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

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

## PETITION TO AMEND THE OFFICIAL ZONING DISTRICT MAP

Project Name: Wolfe Properties PUD  
Address(es): 1405, 1409, 1209, 1401 Wimberly Road and 1012 & 1000 Double Helix Road  
PIN(s) 0722595328, 0722598851, 0723406397, 0723504154, 0723508938, and 0723601654

\_\_\_\_\_ Acreage: 43.39 ac

Current Zoning: R-80W Low Density & Rural Residential (RR) Proposed Zoning: PUD-CZ

Current 2045 LUM Designation: Low Density Residential

Requested 2045 LUM Designation: \_\_\_\_\_

See next page for LUM amendment

If any portion of the project is shown as mixed use (3 or more stripes on the 2045 Land Use Map) provide the following:

Area classified as mixed use: \_\_\_\_\_ Acreage: \_\_\_\_\_

Area proposed as non-residential development: \_\_\_\_\_ Acreage: \_\_\_\_\_

Percent of mixed use area proposed as non-residential: \_\_\_\_\_ Percent: \_\_\_\_\_

## Applicant Information

Name: Envision Homes, LLC - Josh Swindell  
Address: 441 Six Forks Road, Suite 106-117  
City: Raleigh State: NC Zip: 27609  
Phone: 919-389-7595 E-mail: josh@envisionhomesnc.com

## Owner Information

Name: See Attached  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: NC Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

## Agent Information

Name: Envision Homes, LLC - Josh Swindell  
Address: 441 Six Forks Road, Suite 106-117  
City: Raleigh State: NC Zip: 27609  
Phone: 919-389-7595 E-mail: josh@envisionhomesnc.com

Other contacts: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## PLANNED UNIT DEVELOPMENT APPLICATION

Application #: 19CZ22

Submittal Date: 10/2/2019

### 2045 LAND USE MAP AMENDMENT (if applicable)

The applicant does hereby respectfully request the Town Council amend the 2045 Land Use Map. In support of this request, the following facts are shown:

The area sought to be amended on the 2045 Land Use Map is located at:

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Current 2045 Land Use Classification: \_\_\_\_\_

Proposed 2045 Land Use Classification: \_\_\_\_\_

What conditions justify the passage of the amendment to the 2045 Land Use Map? Discuss the existing use classifications of the subject area in addition to the adjacent land use classifications.

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**CERTIFIED LIST OF NEIGHBORING PROPERTY OWNERS**Application #: 19CZ22Submittal Date: 10/2/2019

Provide a certified list of property owners subject to this application and all property owners within 300' of the subject property and HOA Contacts.

	Owner's Name	PIN
1.	see attached list	
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		

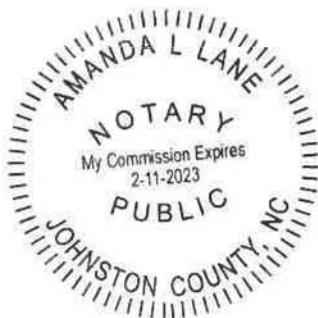
I, Wendy Loeffler, certify that this is an accurate listing of all property owners and property owners within 300' of the subject property.

Date: 10/1/19By: Wendy Loeffler

COUNTY OF WAKE STATE OF NORTH CAROLINA

Sworn and subscribed before me, Amanda L. Lane, a Notary Public for the above State and County, on this the 1<sup>st</sup> day of October, 2019.

SEAL



Amanda L. Lane  
Notary Public  
Amanda L. Lane  
Print Name

My Commission Expires: 2/11/2023

PIN	Owner	Mail Address 1	Mail Address 2	Mail Address 3
722484517	CARY TOWN OF APEX TOWN OF	PO BOX 8005	CARY NC 27512-8005	
722492593	OTTAWAY, DANNY LEE OTTAWAY,	10401 CHAPEL HILL RD	MORRISVILLE NC 27560-8710	
722498843	OTTAWAY, DANNY L OTTAWAY,	C/O TRUSS BUILDERS	10401 CHAPEL HILL RD	MORRISVILLE NC 27560-8710
722585884	CARY TOWN OF	PO BOX 8005	CARY NC 27512-8005	
722592506	BOWLES, WILLIAM S	1325 WIMBERLY RD	APEX NC 27523-6773	
722595328	KARR, TONY STREETER, TIMOTHY V	3800 SARATOGA DR	RALEIGH NC 27604-3445	
722598851	WOLFE, BILLY RAY	1409 WIMBERLY RD	APEX NC 27523-6767	
722681610	POOLE, TERRY D	1440 WIMBERLY RD	APEX NC 27523-9660	
722681879	TAYLOR MORRISON OF CAROLINAS	15501 WESTON PKWY STE 100	CARY NC 27513-8636	
722682925	TAYLOR MORRISON OF CAROLINAS	15501 WESTON PKWY STE 100	CARY NC 27513-8636	
722683832	MUDIVARTHY, SAINANDAN	2649 RAMBLING CREEK RD	APEX NC 27523-7806	
722689944	TAYLOR MORRISON OF CAROLINAS	15501 WESTON PKWY STE 100	CARY NC 27513-8636	
722692062	TAYLOR MORRISON OF CAROLINAS	15501 WESTON PKWY STE 100	CARY NC 27513-8636	
722692098	TAYLOR MORRISON OF CAROLINAS	15501 WESTON PKWY STE 100	CARY NC 27513-8636	
722692653	TAYLOR MORRISON OF CAROLINAS	15501 WESTON PKWY STE 100	CARY NC 27513-8636	
722693134	TAYLOR MORRISON OF CAROLINAS	15501 WESTON PKWY STE 100	CARY NC 27513-8636	
722693260	TAYLOR MORRISON OF CAROLINAS	15501 WESTON PKWY STE 100	CARY NC 27513-8636	
723318165	SMITH, JAMES M	1125 WIMBERLY RD	APEX NC 27523-9679	
723400229	VANDE, BERG BRUCE ALAN VANDE,	1204 WIMBERLY RD	APEX NC 27523-6770	
723403739	SMITH, JAMES M SMITH, LOUANN J	1125 WIMBERLY RD	APEX NC 27523-9679	
723406397	RONK, SARAH W	1209 WIMBERLY RD	APEX NC 27523-6771	
723406796	APEX TOWN OF	STEVEN ADAMS	PO BOX 250	APEX NC 27502-0250
723416124	TOWN OF APEX	PO BOX 250	APEX NC 27502-0250	
723419356	TOWN OF APEX	PO BOX 250	APEX NC 27502-0250	
723504154	WOLFE, WILLIE T JR WOLFE,	1401 WIMBERLY RD	APEX NC 27523-6767	
723508938	BUNCE, WILLIAM D II BUNCE, GAIL	7617 SNAFFLEBIT LN	APEX NC 27502-3975	
723514178	TOWN OF APEX	PO BOX 250	APEX NC 27502-0250	
723517896	ROSS, JEFFREY A ROSS, LISA L	1104 DOUBLE HELIX RD	APEX NC 27523-6750	
723601654	PATON, JOHN TERRY	1000 DOUBLE HELIX RD	APEX NC 27523-6735	
723604250	GUPTA, SANJEEV GUPTA, REKHA	2713 TUNSTALL GROVE DR	APEX NC 27523-8038	
723604354	WOO, HYUN J LEE, DAVID W	2712 TUNSTALL GROVE DR	APEX NC 27523-8038	
723604570	ENGLISH, JON	2609 SUNNYBROOK FARM DR	APEX NC 27523-8037	
723604640	TAYLOR MORRISON OF CAROLINAS	15501 WESTON PKWY STE 100	CARY NC 27513-8636	

723604780	SCHROEDER, JEFFREY THOMAS	2604 SUNNYBROOK FARM DR	APEX NC 27523-8037	
723604881	POTYANDY, MICHAEL OONWALA,	558 WHITE OAK POND RD	APEX NC 27523-8035	
723604981	SEDDON, WENDY DAWN SEDDON,	554 WHITE OAK POND RD	APEX NC 27523-8035	
723605145	SATPATHY, CHANDAN	2709 TUNSTALL GROVE DR	APEX NC 27523-8038	
723605348	REYNA, ERIN MARIE REYNA,	2708 TUNSTALL GROVE DR	APEX NC 27523-8038	
723605590	ARRANAGU, ESWAR BABU	2605 SUNNYBROOK FARM DR	APEX NC 27523-8037	
723605783	INMAN, NICHOLAS GRANT INMAN,	2600 SUNNYBROOK FARM DR	APEX NC 27523-8037	
723606076	TAYLOR MORRISON OF CAROLINAS	15501 WESTON PKWY STE 100	CARY NC 27513-8636	
723606173	TAYLOR MORRISON OF CAROLINAS	15501 WESTON PKWY STE 100	CARY NC 27513-8636	
723606270	WONG, SAMUEL J WONG, ASHLEY	600 WHITE OAK POND RD	APEX NC 27523-8036	
723606337	LAUB, KHRISTOPHER BERNARD	2704 TUNSTALL GROVE DR	APEX NC 27523-8038	
723606574	BANDA, SANDEEP SINGIREDDY,	2601 SUNNYBROOK FARM DR	APEX NC 27523-8037	
723607985	TAYLOR MORRISON OF CAROLINAS	15501 WESTON PKWY STE 100	CARY NC 27513-8636	
723614091	MACK, RONALD WILLIAM MACK,	550 WHITE OAK POND RD	APEX NC 27523-8035	
723616735	TAYLOR MORRISON OF CAROLINAS	15501 WESTON PKWY STE 100	CARY NC 27513-8636	



PIN	Owner	Mail Address 1	Mail Address 2	Deed Book	Deed Page	Deed Acres
722592506	BOWLES, WILLIAM S	1325 WIMBERLY RD	APEX NC 27523-6773	14272	1283	2.80
722595328	KARR, TONY STREETER, TIMOTHY V	3800 SARATOGA DR	RALEIGH NC 27604-3445	13792	2642	2.75
723406397	RONK, SARAH W	1209 WIMBERLY RD	APEX NC 27523-6771	7489	860	7.12
723504154	WOLFE, WILLIE T JR WOLFE, DONNA G	1401 WIMBERLY RD	APEX NC 27523-6767	9075	2649	9.02
723508938	BUNCE, WILLIAM D II BUNCE, GAIL E	7617 SNAFFLEBIT LN	APEX NC 27502-3975	9896	658	7.00
723601654	PATON, JOHN TERRY	1000 DOUBLE HELIX RD	APEX NC 27523-6735	15672	2496	8.23

## DEVELOPMENT NAME APPROVAL APPLICATION

Application #: 19CZ22

Submittal Date: 10/2/2019

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 #: 19CZ22

Submittal Date: 10/2/2019

**Proposed Subdivision/Development Information**

Description of location: Northwest corner of Wimberly Road and Hickory Hill Lane

Nearest intersecting roads: Wimberly Road and Hickory Hill Lane

Wake County PIN(s): 0722595328, 0722598851, 0723406397, 0723504154, 0723508938 and 0723601654

Township: White Oak

**Contact Information (as appropriate)**

Contact person: Andrew Petty, PE - The Curry Engineering Group, PLLC

Phone number: 919-552-0849

Fax number:

Address: 205 S Fuquay Avenue, Fuquay Varina, NC 27526

E-mail address: andy@curryeng.com

Owner: Josh Swindell - Envision Homes, LLC

Phone number: 919-389-7595

Fax number:

Address: 4441 Six Forks Road, Suite 106-117, Raleigh, NC 27609

E-mail address: josh@envisionhomesnc.com

**Proposed Subdivision/Development Name**1<sup>st</sup> Choice:2<sup>nd</sup> Choice (Optional):**Town of Apex Staff Approval:**

Town of Apex Planning Department Staff

Date

## STREET NAME APPROVAL APPLICATION

Application #: 19CZ22

Submittal Date: 10/2/2019

Wake County Approval Date: \_\_\_\_\_

### Guidelines:

- No names duplicating or sounding similar to existing road names
- Avoid difficult to pronounce names
- No individuals' names
- Avoid proper names of a business, e.g. Hannaford Drive
- Limit names to 14 characters in length
- No directionals, e.g. North, South, East, West
- No punctuation marks, e.g. periods, hyphens, apostrophes, etc.
- Avoid using double suffixes, e.g. Deer Path Lane
- All names must have an acceptable suffix, e.g. Street, Court, Lane, Path, etc.
- Use only suffixes which are Town of Apex approved
- Town of Apex has the right to deny any street name that is determined to be inappropriate

### Information:

Description of location: Northwest corner of Wimberly Road and Hickory Hill Lane

Nearest intersecting roads: Wimberly Road and Hickory Hill Lane

Wake County PIN(s): 0722595328, 0722598851, 0723406397, 0723504154, 0723508938 and 0723601654

Township: White Oak

### Contact information (as appropriate)

Contact person: Andrew Petty, PE - The Curry Engineering Group, PLLC

Phone number: 919-552-0849

Fax number: \_\_\_\_\_

Address: 205 S Fuquay Avenue, Fuquay Varina, NC 27526

E-mail address: andy@curryeng.com

Owner: Josh Swindell - Envision Homes, LLC

Phone number: 919-389-7595

Fax number: \_\_\_\_\_

Address: 4441 Six Forks Road, Suite 106-117, Raleigh, NC 27609

E-mail address: josh@envisionhomesnc.com



## STREET NAME APPROVAL APPLICATION

Application #: 19CZ22

Submittal Date: 10/2/2019

# of roads to be named: \_\_\_\_\_

Please submit twice as many road names as needed, with preferred names listed first. Proposed road names should be written exactly as one would want them to appear. Town of Apex Planning Department staff will send all approved street names to the Wake County GIS Department for county approval. Please allow several weeks for approval. Upon approval Wake County GIS – Street Addressing will inform you of the approved street names.

Example: Road Name      Suffix

Hunter      Street

1	_____	11	_____
2	_____	12	_____
3	_____	13	_____
4	_____	14	_____
5	_____	15	_____
6	_____	16	_____
7	_____	17	_____
8	_____	18	_____
9	_____	19	_____
10	_____	20	_____

### TOWN OF APEX STAFF APPROVAL

Town of Apex Staff Approval

Date

#### WAKE COUNTY STAFF APPROVAL:

GIS certifies that \_\_\_\_\_ names indicated by checkmark ☒ are approved.

Please disregard all other names.

Comments:

Wake County GIS Staff Approval

Date

## TOWN OF APEX UTILITIES OFFER AND AGREEMENT

Application #: \_\_\_\_\_ Submittal Date: \_\_\_\_\_

Town of Apex  
73 Hunter Street  
P.O. Box 250 Apex, NC 27502  
919-249-3400

WAKE COUNTY, NORTH CAROLINA CUSTOMER SELECTION AGREEMENT

Wolfe Properties PUD

(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.

Envision Homes, LLC, the undersigned customer ("Customer") hereby irrevocably chooses and selects the Town of Apex (the "Town") as the permanent electric supplier for the Premises. Permanent service to the Premises will be preceded by temporary service if needed.

The sale, delivery, and use of electric power by Customer at the Premises shall be subject to, and in accordance with, all the terms and conditions of the Town's service regulations, policies, procedures and the Code of Ordinances of the Town.

Customer understands that the Town, based upon this Agreement, will take action and expend funds to provide the requested service. By signing this Agreement the undersigned signifies that he or she has the authority to select the electric service provider, for both permanent and temporary power, for the Premises identified above.

Any additional terms and conditions to this Agreement are attached as Appendix 1. If no appendix is attached this Agreement constitutes the entire agreement of the parties.

Acceptance of this Agreement by the Town constitutes a binding contract to purchase and sell electric power.

Please note that under North Carolina General Statute §160A-332, you may be entitled to choose another electric supplier for the Premises.

Upon acceptance of this Agreement, the Town of Apex Electric Utilities Division will be pleased to provide electric service to the Premises and looks forward to working with you and the owner(s).

ACCEPTED:

CUSTOMER: Envision Homes, LLC

TOWN OF APEX

BY:

Jay Z. Michael  
Authorized Agent

BY:

\_\_\_\_\_  
Authorized Agent

DATE:

12.4.19

DATE:

## AGENT AUTHORIZATION FORM

Application #: 19CZ22

Submittal Date: 10/2/2019

Billy Ray Wolfe

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

application is being submitted:

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

The property address is: 1409 Wimberly Road

The agent for this project is: \_\_\_\_\_

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

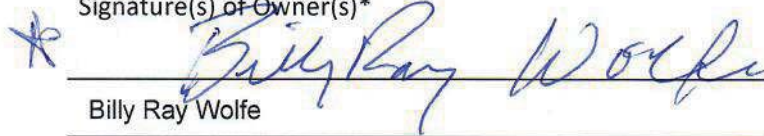
Agent Name: Envision Homes, LLC

Address: 441 Six Forks Road, Suite 106-117, Raleigh, NC 27609

Telephone Number: 919-3897595

E-Mail Address: josh@envisionhomesnc.com

Signature(s) of Owner(s)\*

  
Billy Ray Wolfe

Type or print name

9-23-19  
Date

Type or print name

Date

Attach additional sheets if there are additional owners.

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

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

**AGENT AUTHORIZATION FORM**Application #: 19CZ22Submittal Date: 10/2/2019

John Terry Paton 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: 1000 Double Helix Road

The agent for this project is: \_\_\_\_\_

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

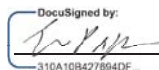
Agent Name: Envision Homes, LLC

Address: 4441 Six Forks Road, Suite 106-117, Raleigh, NC 27609

Telephone Number: 919-389-7595

E-Mail Address: josh@envisionhomesnc.com

Signature(s) of Owner(s)\*

DocuSigned by:  


310A10B427964DF  
John Terry Paton

9/23/2019

\_\_\_\_\_  
Type or print name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Type or print name

\_\_\_\_\_  
Date

Attach additional sheets if there are additional owners.

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

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

**AGENT AUTHORIZATION FORM**Application #: 19CZ22Submittal Date: 10/2/2019

Tony Karr and Timothy V. Streeter 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: 1405 Wimberly Road

The agent for this project is: \_\_\_\_\_

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

Agent Name: Envision Homes, LLC

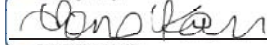
Address: 4441 Six Forks Road, Suite 106-117, Raleigh, NC 27609

Telephone Number: 919-389-7595

E-Mail Address: josh@envisionhomesnc.com

Signature(s) of Owner(s)\*

DocuSigned by:



F991F47BA48C457...

Tony Karr

9/23/2019

Type or print name

Date

DocuSigned by:



090A9ED8183E475...

Timothy V. Streeter

9/23/2019

Type or print name

Date

Attach additional sheets if there are additional owners.

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

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



## AGENT AUTHORIZATION FORM

Application #: 19CZ22

Submittal Date: 10/2/2019

Sarah W. Ronk

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: 1209 Wimberly Road

The agent for this project is: \_\_\_\_\_

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

Agent Name: Envision Homes, LLC

Address: 4441 Six Forks Road, Suite 106-117, Raleigh, NC 27609

Telephone Number: 919-389-7595

E-Mail Address: josh@envisionhomesnc.com

Signature(s) of Owner(s)\*

Sarah W. Ronk

Sarah W. Ronk

Type or print name

Sept 23, 2019

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

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

The undersigned, Tony Karr and Timothy V. Streeter (the "Affiant") first being duly sworn, hereby swears or affirms as follows:

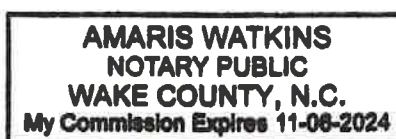
1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the sole owner, or is the authorized agent of all owners, of the property located at 1405 Wimberly Road and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").
2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.
3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated 7/15/2009, and recorded in the Wake County Register of Deeds Office on 12/14/2009, in Book 013792 Page 02642.
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 1405 Wimberly Road, 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 1405 Wimberly Road, 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 22<sup>nd</sup> day of November, 2019.

 (seal)  
(AW) Amaris Watkins Tony Karr  
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 Tony Karr, Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's Tony Karr, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.



[NOTARY SEAL]

Amaris Watkins  
Notary Public  
State of North Carolina  
My Commission Expires: 11-06-2024

# AFFIDAVIT OF OWNERSHIP

Application #:

Submittal Date:

The undersigned, Sarah W. Ronk (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 1209 Wimberly Road and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").
2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.
3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated 5/30/1997 and recorded in the Wake County Register of Deeds Office on 5/30/1997, in Book 007489 Page 00860.
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 1209 Wimberly Road, 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 1209 Wimberly Road, 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 22nd day of November, 2019.

Sarah W. Ronk (seal)  
Sarah W. Ronk  
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 Sarah Wolfe Ronk, Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's NC ID, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.



[NOTARY SEAL]

Anetbi Gray  
Notary Public  
State of North Carolina  
My Commission Expires: 07/25/2024



# AFFIDAVIT OF OWNERSHIP

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

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

The undersigned, Willie T. Wolfe, Jr and Donna G. Wolfe (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 1401 Wimberly Road and legally described in Exhibit "A" attached hereto and incorporated herein (the "Property").
2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.
3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated 8/24/2001, and recorded in the Wake County Register of Deeds Office on 9/14/2001, in Book 009075 Page 02649.
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 1401 Wimberly Road, 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 1401 Wimberly Road, 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 15 day of November, 2014.

Willie T. Wolfe Jr. Donna G. Wolfe (seal)  
Willie T. Wolfe Jr. Donna G. Wolfe  
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 Willie T. Wolfe Jr. and Donna G. Wolfe Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's NC Driver's Licenses, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.



Deanne M. Warren  
Notary Public  
State of North Carolina  
My Commission Expires: 01/06/2024

# AFFIDAVIT OF OWNERSHIP

Application #:

Submittal Date:

The undersigned, Tony Karr and Timothy V. Streeter (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 1405 Wimberly Road and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").
2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.
3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated 7/15/2009, and recorded in the Wake County Register of Deeds Office on 12/14/2009, in Book 013792 Page 02642.
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 1405 Wimberly Road, 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 1405 Wimberly Road, 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 15<sup>th</sup> day of Nov, 2019.

Timothy V. Streeter (seal)  
Timothy V. Streeter  
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 Timothy V. Streeter, Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's Timothy V. Streeter, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.



Manisha Gamage  
Notary Public  
State of North Carolina  
My Commission Expires: 05-03-2021



## AFFIDAVIT OF OWNERSHIP

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

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

The undersigned, John Terry Paton (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 1000 Double Helix Road and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").
2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.
3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated 5/29/2014, and recorded in the Wake County Register of Deeds Office on 5/29/2014, in Book 015672 Page 02496.
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 1000 Double Helix Rd, 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 1000 Double Helix Rd, 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.

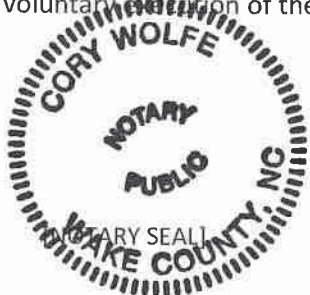
This the 12<sup>th</sup> day of November, 2019.

 (seal)  
John Terry Paton  
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 T. Paton, Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's NC Owner's License, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.



  
Notary Public  
State of North Carolina  
My Commission Expires: September 30<sup>th</sup>, 2023

# AFFIDAVIT OF OWNERSHIP

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

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

The undersigned, Billy Ray Wolfe (the "Affiant") first being duly sworn, hereby swears or affirms as follows:

1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the sole owner, or is the authorized agent of all owners, of the property located at 1409 Wimberly Road and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").
2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.
3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated 1/1/1997, and recorded in the Wake County Register of Deeds Office on 1/10/1997, in Book 007294 Page 00114.
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 1409 Wimberly Road, 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 1409 Wimberly Road, 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 19 day of November, 2019.

Billy Ray Wolfe (seal)  
Billy Ray Wolfe  
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 Billy Ray Wolfe, Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's N.C. Driver's License, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.

[NOTARY SEAL]



Karen W. Watkins  
Notary Public  
State of North Carolina  
My Commission Expires: 9/21/2021

## AFFIDAVIT OF OWNERSHIP

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

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

The undersigned, William D. Bunce II and Gail E. Bunce (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 1012 Double Helix Road and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").
2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.
3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated 2/3/2003 and recorded in the Wake County Register of Deeds Office on 2/5/2003, in Book 009896 Page 00658.
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 1012 Double Helix Rd, 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 1012 Double Helix Rd, 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 18th day of November, 2019.

William D. Bunce II Gail E. Bunce (seal)

William D. Bunce II GAIL E. BUNCE  
Type or print name

STATE OF NORTH CAROLINA

COUNTY OF Wake

I, the undersigned, a Notary Public in and for the County of Wake, NC, hereby certify that William D. Bunce II and Gail E. Bunce, Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's (Personally Known), personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.

Jennifer W. Palermo  
Notary Public  
Wake County, North Carolina

[NOTARY SEAL]

Jennifer W. Palermo  
Notary Public  
State of North Carolina  
My Commission Expires: October 25, 2020



Application #:

Submittal Date:

**Insert legal description below.****1209 Wimberly Road**

BEGINNING at a point on the north-eastern right-of-way margin of Wimberly Road, said point having North Carolina State Plane Coordinates of North: 730,593.08 and East 2,024,286.65; thence from said beginning point, the following calls:

- S 86°11'46" E a distance of 182.99' to a point;
- S 85°45'45" E a distance of 769.81' to a point;
- S 01°58'45" W a distance of 328.13' to a point;
- S 89°21'41" W a distance of 740.23' to a point;
- N 28°28'40" W a distance of 63.48' to a point;
- a curve turning to the right with an arc length of 307.65', with a radius of 3895.50', with a chord bearing of N 26°12'54" W, with a chord length of 307.57' to a point;
- N 23°57'09" W a distance of 80.40' to the Point of Beginning.

The above described tract containing 309,217 square feet (7.099 acres)

Application #:

Submittal Date:

**Insert legal description below.****1401 Wimberly Road**

BEGINNING at an existing iron pipe having North Carolina State Plane Coordinates of North: 730,196.13 and East 2,025,225.6; thence from said beginning point, the following calls:

- N 01°58'45" E a distance of 328.13' to a point;
- S 85°45'45" E a distance of 349.08' to a point;
- S 85°46'48" E a distance of 99.95' to a point;
- S 00°17'40" W a distance of 355.27' to a point;
- S 03°11'05" W a distance of 537.08' to a point;
- S 89°38'42" W a distance of 291.42' to a point;
- N 00°34'26" W a distance of 130.32' to a point;
- S 89°41'26" W a distance of 150.96' to a point;
- N 01°58'45" E a distance of 469.32' to the Point of Beginning.

The above described tract containing 392,670 square feet (9.014 acres)

Application #:

Submittal Date:

**Insert legal description below.****1405 Wimberly Road**

BEGINNING at a point on the north-eastern right-of-way margin of Wimberly Road, said point having North Carolina State Plane Coordinates of North: 729,291.13 and East 2,025,364.73; thence from said beginning point, the following calls:

- N 00°34'26" W a distance of 306.48' to a point;
- N 89°38'42" E a distance of 291.42' to a point;
- S 00°12'43" E a distance of 516.89' to a point;
- A curve turning to the right with an arc length of 162.31', with a radius of 4171.73', with a chord bearing of N 54°51'15" W, with a chord length of 162.30' to a point;
- N 54°07'46" W a distance of 77.08' to a point;
- N 53°37'44" W a distance of 118.09' to a point;
- N 00°34'26" W a distance of 306.48' to the Point of Beginning.

The above described tract containing 119,882 square feet (2.752 acres)



Application #:

Submittal Date:

**Insert legal description below.****1409 Wimberly Road**

BEGINNING at a point on the north-eastern right-of-way margin of Wimberly Road, said point having North Carolina State Plane Coordinates of North: 728,871.53 and East 2,026,004.45; thence from said beginning point, the following calls:

- N 62°13'45" W a distance of 45.22' to a point;
- A curve turning to the right with an arc length of 363.19', with a radius of 4171.73', with a chord bearing of N 58°27'47" W, with a chord length of 363.07' to a point;
- N 00°12'43" W a distance of 516.89' to a point;
- N 03°11'05" E a distance of 537.08' to a point;
- N 89°00'32" E a distance of 296.40' to a point;
- S 06°41'35" E a distance of 419.20' to a point;
- S 01°35'27" W a distance of 853.23' to a point;
- N 62°13'45" W a distance of 45.22' to the Point of Beginning.

The above described tract containing 410,586 square feet (9.426 acres)

Application #:

Submittal Date:

**Insert legal description below.****1000 Double Helix Road**

BEGINNING at an existing iron pipe having North Carolina State Plane Coordinates of North: 730,146.11 and East 2,026,310.56; thence from said beginning point, the following calls:

- S 89°04'35" W a distance of 331.33' to a point;
- S 89°00'32" W a distance of 296.40' to a point;
- N 00°17'40" E a distance of 160.60' to a point;
- N 58°39'41" E a distance of 373.67' to a point;
- N 04°43'53" W a distance of 584.42' to a point;
- S 83°51'56" E a distance of 49.88' to a point;
- S 65°54'24" E a distance of 85.43' to a point;
- N 41°41'56" E a distance of 69.17' to a point;
- S 32°39'55" E a distance of 219.03' to a point;
- S 50°46'48" E a distance of 91.31' to a point;
- S 00°32'58" W a distance of 696.25' to the Point of Beginning.

The above described tract containing 358,904 square feet (8.239 acres)

Application #:

Submittal Date:

**Insert legal description below.****1012 Double Helix Road**

BEGINNING at an existing iron pipe having North Carolina State Plane Coordinates of North: 731,418.45 and East 2,025,687.51; thence from said beginning point, the following calls:

- S 67°39'28" E a distance of 247.90' to a point;
- S 49°40'39" E a distance of 166.19' to a point;
- S 32°39'55" E a distance of 157.06' to a point;
- S 41°41'56" W a distance of 69.17' to a point;
- N 65°54'24" W a distance of 85.43' to a point;
- N 83°51'56" W a distance of 49.88' to a point;
- S 04°43'53" E a distance of 584.42' to a point;
- S 58°39'41" W a distance of 373.67' to a point;
- N 00°17'40" E a distance of 194.66' to a point;
- N 00°10'17" E a distance of 927.55' to the Point of Beginning;

The above described tract containing 304,410 square feet (6.988 acres)



# 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.

September 4, 2019

Date

Dear Neighbor:

You are invited to a neighborhood meeting to review and discuss the development proposal at

1405, 1409, 1209 & 1401 Wimberly Rd and 1012 & 1000 Double Helix Dr

Address(es)

0722595328, 0722598851, 0723406397, 0723504154,

0723508938 &

PIN(s)

0723601654

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. Once an application has been submitted to the Town, it may be tracked using the [Interactive Development Map](#) or the [Apex Development Report](#) located on the Town of Apex website at [www.apexnc.org](http://www.apexnc.org).

A Neighborhood Meeting is required because this project includes (check all that apply):

Application Type	Approving Authority
<input checked="" type="checkbox"/> Rezoning (including Planned Unit Development)	Town Council
<input type="checkbox"/> Major Site Plan	Town Council (QJPH*)
<input type="checkbox"/> Special Use Permit	Town Council (QJPH*)
<input checked="" type="checkbox"/> Residential Master Subdivision Plan (excludes exempt subdivisions)	Technical Review Committee (staff)

\*Quasi-Judicial Public Hearing: The Town Council cannot discuss the project prior to the public hearing.

The following is a description of the proposal (also see attached map(s) and/or plan sheet(s)):

120 units - 70 single family detached and 50 townhomes. Town of Apex owned land attached for future park is shown for reference only. The park is NOT part of this Rezoning or Master Subdivision Plan

Estimated submittal date: October 1, 2019

## MEETING INFORMATION:

Property Owner(s) name(s): Tony Karr, Timothy Streeter, Billy Ray Wolfe, Sarah Ronk, Wm & Gail Bunce,  
Applicant(s): Envision Homes, LLC Willie & Donna Wolfe and John Paton  
Contact information (email/phone): Josh Swindell - Josh@envisionhomesnc.com, 919-389-7595  
Meeting Address: Coldwell Banker Office 2nd Fl Conference Rm, 100 Connemara Rd, Cary  
Date of meeting\*\*: Monday, September 16, 2019  
Time of meeting\*\*: 6:00 - 8:00 pm

## MEETING AGENDA TIMES:

Welcome: 6:00 pm Project Presentation: 6:15 pm Question & Answer: 6:30 pm

\*\*Meetings shall occur between 5:00 p.m.-9:00 p.m. on a Monday through Thursday (excluding Town recognized holidays). If you have questions about the general process for this application, please contact the Planning Department at 919-249-3426. You may also find information about the Apex Planning Department and on-going planning efforts at <http://www.apexnc.org/180/Planning>.

# PROJECT CONTACT INFORMATION

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

## Development Contacts:

Project Name: Wolfe Properties PUD Zoning: PUD-CZ

Location: 1405, 1409, 1209 & 1401 Wimberly Rd and 1012 & 1000 Double Helix Drive

Property PIN(s): See attached Sheet Acreage/Square Feet: 43.39

Property Owner: See attached Sheet

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Developer: Envision Homes, LLC

Address: 4441 Six Forks Road Suite 106-117

City: Raleigh State: NC Zip: 27609

Phone: 919-389-7595 Fax: \_\_\_\_\_ Email: josh@envisionhomesnc.com

Engineer: The Curry Engineering Group, PLLC

Address: 205 S. Fuquay Avenue

City: Fuquay-Varina State: NC Zip: 27526

Phone: 919-552-0849 Fax: \_\_\_\_\_ Email: andy@curryeng.com

Builder (if known): TBD

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

**Please note that Town staff will not have complete information about a proposed development until the application is submitted for review. If you have a question about Town development standards and how they relate to the proposed development, please contact the appropriate staff person listed below.**

## Town of Apex Department Contacts

Planning Department Main Number (Provide development name or location to be routed to correct planner)	(919) 249-3426
Parks, Recreation & Cultural Resources Department Angela Reincke, Parks Planner	(919) 249-7468
Public Works - Transportation Russell Dalton, Senior Transportation Engineer	(919) 249-3358
Water Resources Department Mike Deaton, Stormwater & Utility Engineering Manager Stan Fortier, Senior Engineer (Sedimentation & Erosion Control)	(919) 249-3413 (919) 249-1166
Electric Utilities Division Rodney Smith, Electric Technical Services Manager	(919) 249-3342

<b>PIN</b>	<b>Owner</b>	<b>Mail Address 1</b>	<b>Mail Address 2</b>	<b>Site Address</b>
0722595328	KARR, TONY STREETER, TIMOTHY V	3800 SARATOGA DR	RALEIGH NC 27604-3445	1405 WIMBERLY RD
0722598851	WOLFE, BILLY RAY	1409 WIMBERLY RD	APEX NC 27523-6767	1409 WIMBERLY RD
0723406397	RONK, SARAH W	1209 WIMBERLY RD	APEX NC 27523-6771	1209 WIMBERLY RD
0723504154	WOLFE, WILLIE T JR WOLFE, DONNA G	1401 WIMBERLY RD	APEX NC 27523-6767	1401 WIMBERLY RD
0723508938	BUNCE, WILLIAM D II BUNCE, GAIL E	7617 SNAFFLEBIT LN	APEX NC 27502-3975	1012 DOUBLE HELIX RD
0723601654	PATON, JOHN TERRY	1000 DOUBLE HELIX RD	APEX NC 27523-6735	1000 DOUBLE HELIX RD



# 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: Coldwell Banker Office 2nd Fl Conference Rm, 100 Connemara Rd, Cary

Date of meeting: September 16, 2019 Time of meeting: 6 PM

Property Owner(s) name(s): See attached in packet

Applicant(s): Envision Homes, 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.

	NAME/ORGANIZATION	ADDRESS	PHONE #	EMAIL	SEND PLANS & UPDATES
1.	Andy Petty / Curry Engineering	205 S. Fuquay Avenue Fuquay-Varina, NC 27526	919-552-0849	andy@curryeng.com	
2.	<u>Joe Barker / EH</u>	<u>4700 Falls of Neuse Rd Raleigh, NC</u>			
3.	<u>Jennifer Mack</u>	<u>550 White Oak Road Apex</u>			
4.	<u>Josh Swindell</u>	<u>4700 Falls of Neuse Rd. Raleigh, NC</u>			
5.	<u>John Hton</u>	<u>1000 Double Helix Rd Apex NC</u>			
6.	<u>Billy &amp; Alexia Wolfe</u>	<u>1409 Wimberly Rd. Apex NC 27523</u>			
7.	<u>Erik Sullivan</u>	<u>5529 Sunlight Dr.</u>			
8.	<u>Lisa Ross</u>	<u>1104 Double Helix Rd</u>			
9.	<u>Jeffrey Ross</u>	<u>1104 Double Helix Rd</u>			
10.	<u>Lorna Wolfe</u>	<u>1401 Wimberly Rd</u>			
11.	<u>Dean Burck</u>	<u>1012 Double Helix</u>			
12.					
13.					
14.					

Use additional sheets, if necessary.

# SUMMARY OF DISCUSSION FROM THE NEIGHBORHOOD MEETING

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

Property Owner(s) name(s): See attached

Applicant(s): Envision Homes

Contact information (email/phone): Josh Swindell - josh@envisionhomesnc.com

Meeting Address: 100 Connemara Drive, Cary, NC

Date of meeting: 9/16/19

Time of meeting: 6 PM

Please summarize the questions/comments and your response from the Neighborhood Meeting in the spaces below (attach additional sheets, if necessary). Please state if/how the project has been modified in response to any concerns. The response should not be "Noted" or "No Response". There has to be documentation of what consideration the neighbor's concern was given and justification for why no change was deemed warranted.

Question/Concern #1:

Property is currently county zoned R-80W - Are you matching density and impervious for R-80W?

Neighbor stated adjacent development matched R-40 for density.

Applicant's Response:

No we are not matching density or impervious limitations for R-80W because we will now be  
in the Town of Apex, not under the county's UDO. We will have to meet all stormwater  
regulations set forth in the Town of Apex, not the county.

Question/Concern #2:

What are you doing for existing culverts to protect them from being blown out?

Applicant's Response:

We will address culvert sizes during the construcion drawings phase of the project but the  
project will have to comply with the Town of Apex standards.

Question/Concern #3:

Density for Townhomes versus single family

Applicant's Response:

The overall project density is limited to 3 DU/A. Its not specific by use.

Question/Concern #4:

How does the access easement to the north remain?

Applicant's Response:

We will have to have our attorney review the easement language for the access easement  
however, an easement will still be provided to a public right of way so that there is still a public  
access easement to the existing properties.

## 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): \_\_\_\_\_

Applicant(s): \_\_\_\_\_

Contact information (email/phone): \_\_\_\_\_

Meeting Address: \_\_\_\_\_

Date of meeting: \_\_\_\_\_ Time of meeting: \_\_\_\_\_

Please summarize the questions/comments and your response from the Neighborhood Meeting in the spaces below (attach additional sheets, if necessary). Please state if/how the project has been modified in response to any concerns. The response should not be "Noted" or "No Response". There has to be documentation of what consideration the neighbor's concern was given and justification for why no change was deemed warranted.

Question/Concern #1:

There is a deed restriction requiring a 100' undisturbed no clear cutting buffer as part of the Bunce property.  
Why is that not shown on the plans? Neighbor provided deed to applicant.

Applicant's Response:

We were not aware of this deed restriction. We will have our attorney review the document for validity.  
If it is determined this is a legal deed restriction on the property the buffer will be honored.

Question/Concern #2:

How are the existing mailboxes for existing homes being handled?

Applicant's Response:

We will coordinate with the USPS but they will be relocated to the nearest public right of way

Question/Concern #3:

Will there be a privacy fence put up? Concern for trespassing

Applicant's Response:

This will be determined at the building and construction level. Typically we do not put up privacy fences unless  
strictly required or requested by the home buyer.

Question/Concern #4:

Will we be notified for Planning Board and Town Council Meetings?

Applicant's Response:

Yes. Notices will come from the Town of Apex, not the developer for rezoning. Master Subdivision is  
staff approval only.



# 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): \_\_\_\_\_

Applicant(s): \_\_\_\_\_

Contact information (email/phone): \_\_\_\_\_

Meeting Address: \_\_\_\_\_

Date of meeting: \_\_\_\_\_ Time of meeting: \_\_\_\_\_

Please summarize the questions/comments and your response from the Neighborhood Meeting in the spaces below (attach additional sheets, if necessary). Please state if/how the project has been modified in response to any concerns. The response should not be "Noted" or "No Response". There has to be documentation of what consideration the neighbor's concern was given and justification for why no change was deemed warranted.

Question/Concern #1:

Do you know the location of the fire station as part of the TOA Park Project?

Applicant's Response:

No we do not know that location.

Question/Concern #2:

Applicant's Response:

Question/Concern #3:

Applicant's Response:

Question/Concern #4:

Applicant's Response:

# AFFIDAVIT OF CONDUCTING A NEIGHBORHOOD MEETING, SIGN-IN SHEET AND ISSUES/RESPONSES SUBMITTAL

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

I, Wendy Loeffler, do hereby declare as follows:  
Print Name

1. I have conducted a Neighborhood Meeting for the proposed Rezoning, Major Site Plan, Master Subdivision Plan, or Special Use Permit in accordance with UDO Sec. 2.2.7 *Neighborhood Meeting*.
2. The meeting invitations were mailed to the Apex Planning Department, all property owners within 300 feet of the subject property and any neighborhood association that represents citizens in the area via first class mail a minimum of 10 days in advance of the Neighborhood Meeting.
3. The meeting was conducted at Coldwell Banker, 100 Connemara Rd, Cary (location/address) on September 16, 2019 (date) from 6:00 pm (start time) to 8:00 pm (end time).
4. I have included the mailing list, meeting invitation, sign-in sheet, issue/response summary, and zoning map/reduced plans with the application.
5. I have prepared these materials in good faith and to the best of my ability.

10/1/19

Date

By: Wendy Loeffler

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

Sworn and subscribed before me, Amanda L Lane, a Notary Public for the above State and County, on this the 1 day of October, 20 19.

SEAL



Amanda L Lane  
Notary Public  
Amanda L Lane  
Print Name

My Commission Expires: 2/11/2023

# WOLF PROPERTIES PUD REZONING & MASTER SUBDIVISION NEIGHBORHOOD MEETING PACKET

Meeting Location – 100 Connemara Drive, 2<sup>nd</sup> Floor Conference Room  
Cary, NC 27519

Meeting Date – Monday September 16, 2019

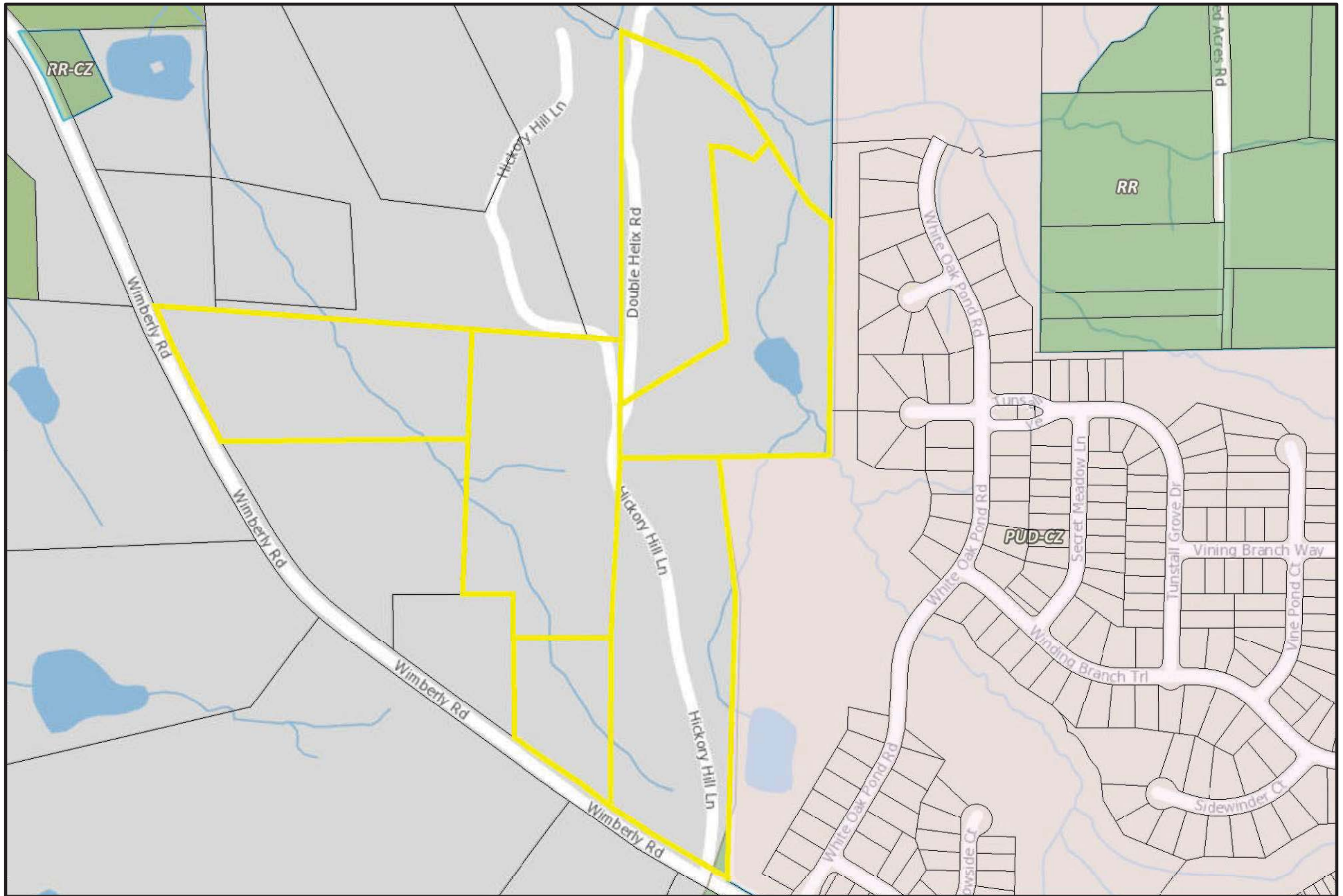
## Packet Information

1. Vicinity Map
2. Existing Zoning & Land Use Map
3. Proposed Subdivision Layout
4. Project Contact Information Sheet
5. Common Construction Issues & Who to Call Sheet

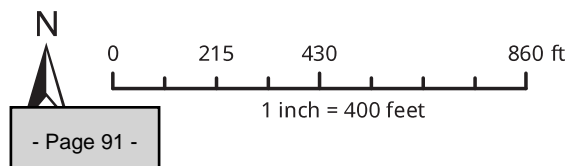
## Contact Information

Andrew Petty, PE  
Vice President / Senior Engineer  
Curry Engineering Group  
205 S. Fuquay Avenue  
Fuquay-Varina, NC 27526  
919.552.0849  
[andy@curryeng.com](mailto:andy@curryeng.com)



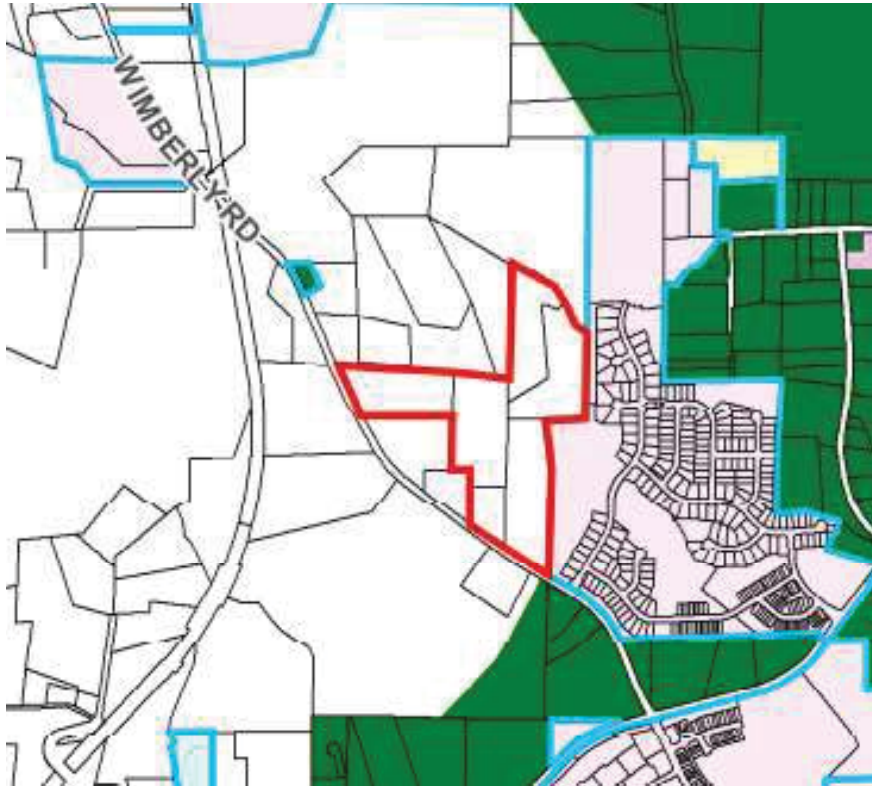


## Wolfe Properties PUD

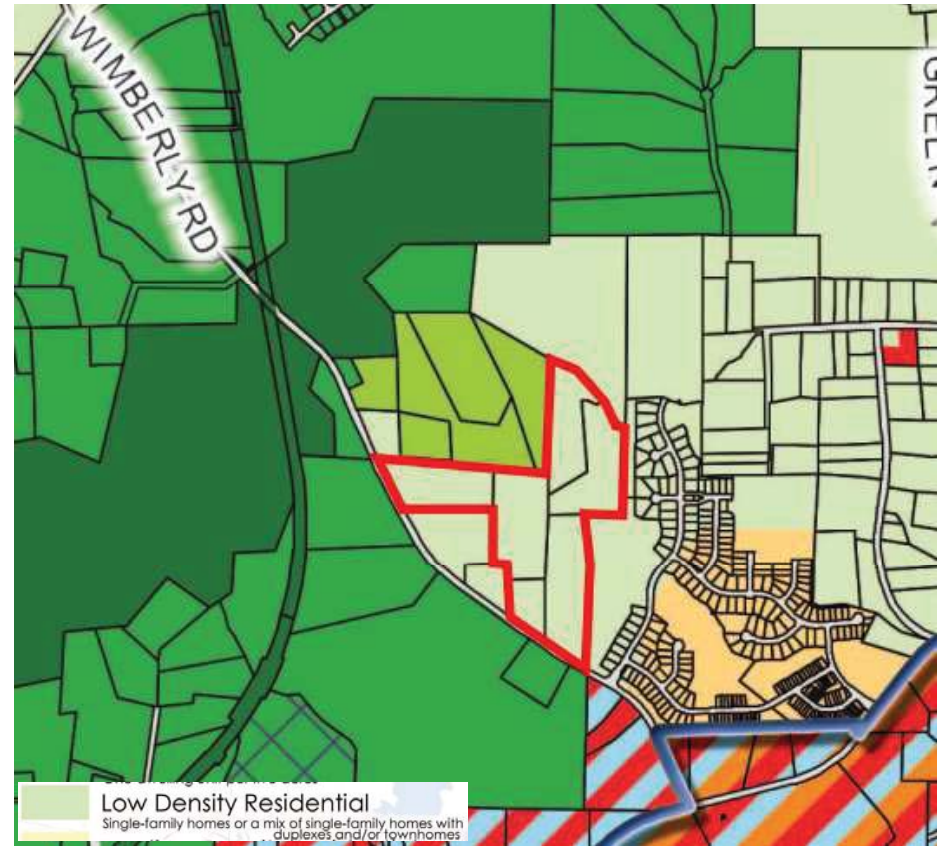


### Disclaimer

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

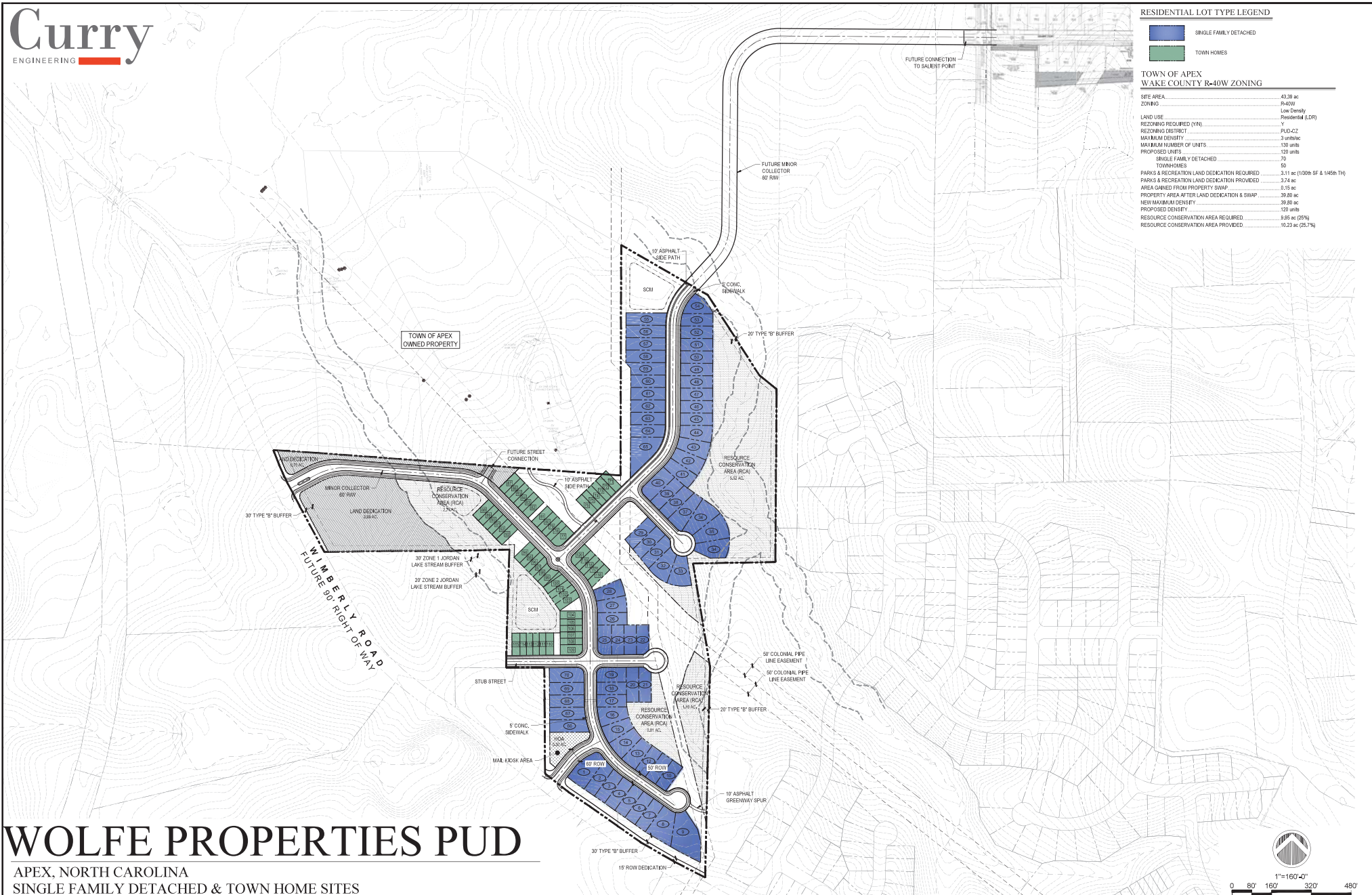


Zoning Map - Wake County Zoned R-80W



2045 Land Use Plan - Low Density Residential





# 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: Wolfe Properties PUD Zoning: PUD-CZ

Location: 1405, 1409, 1209 & 1401 Wimberly Rd and 1012 & 1000 Double Helix Drive

Property PIN(s): See attached Sheet Acreage/Square Feet: 43.39

Property Owner: See attached Sheet

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Developer: Envision Homes, LLC

Address: 4441 Six Forks Road Suite 106-117

City: Raleigh State: NC Zip: 27609

Phone: 919-389-7595 Fax: \_\_\_\_\_ Email: josh@envisionhomesnc.com

Engineer: The Curry Engineering Group, PLLC

Address: 205 S. Fuquay Avenue

City: Fuquay-Varina State: NC Zip: 27526

Phone: 919-552-0849 Fax: \_\_\_\_\_ Email: andy@curryeng.com

Builder (if known): TBD

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

**Please note that Town staff will not have complete information about a proposed development until the application is submitted for review. If you have a question about Town development standards and how they relate to the proposed development, please contact the appropriate staff person listed below.**

## Town of Apex Department Contacts

Planning Department Main Number (Provide development name or location to be routed to correct planner)	(919) 249-3426
Parks, Recreation & Cultural Resources Department Angela Reincke, Parks Planner	(919) 249-7468
Public Works - Transportation Russell Dalton, Senior Transportation Engineer	(919) 249-3358
Water Resources Department Mike Deaton, Stormwater & Utility Engineering Manager Stan Fortier, Senior Engineer (Sedimentation & Erosion Control)	(919) 249-3413 (919) 249-1166
Electric Utilities Division Rodney Smith, Electric Technical Services Manager	(919) 249-3342



Prepared for:

ENVISION HOMES, LLC

4441 Six Forks Road

Suite 106-117

Raleigh, NC 27609

## PD PLAN

# Wolfe Properties PUD

## A PLANNED UNIT DEVELOPMENT

Town of Apex, North Carolina

October 1, 2019

Revised December 6, 2019

Revised February 14, 2020

Revised March 13, 2020

Revised May 6, 2020



Prepared by:

Andrew Petty, PE

The Curry Engineering Group, PLLC

PO Box 2018

205 S. Fuquay Avenue

Fuquay-Varina, NC

(919)552-0849

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## 2.0 Vicinity Map

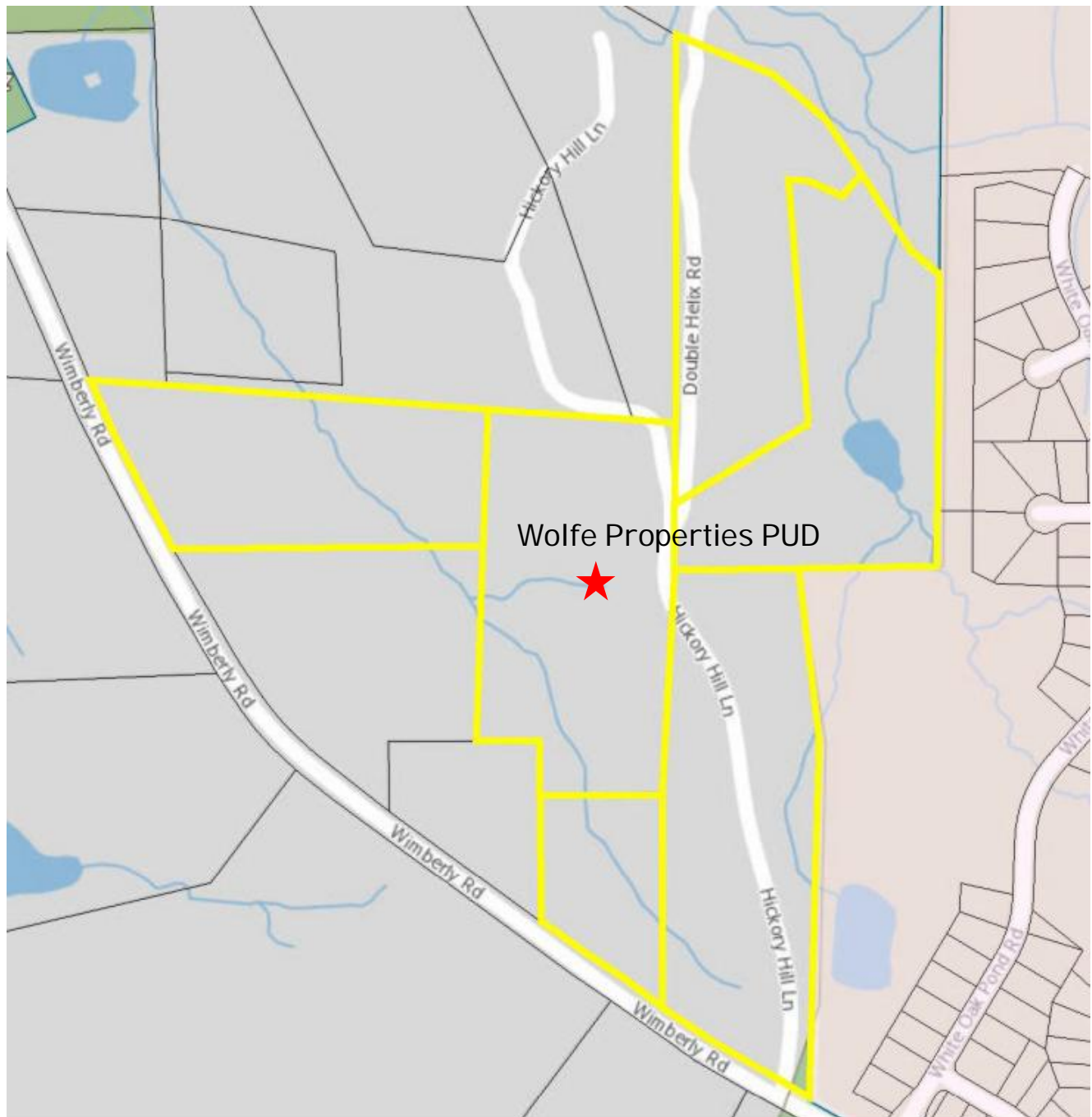


Figure 1 - Vicinity Map – Courtesy of Wake County iMaps 2019



**3.0 Project Data**

**3.1 Project Name:** Wolfe Properties PUD

**3.2 Owner/Developer:** Envision Homes, LLC  
4441 Six Forks Road, Suite 106-117  
Raleigh, NC 27609  
(919) 389-7595

**3.3 Prepared By:** The Curry Engineering Group, PLLC  
205 S Fuquay Avenue  
Fuquay-Varina, NC 27526  
(919) 552-0849

**3.4 Designated Single Point of Contact:** Andrew Petty, PE  
The Curry Engineering Group, PLLC

**3.5 Current and Proposed Zoning of the Property:**

Current Zoning: County R-80 W & Town of Apex RR  
Proposed Zoning: PUD-CZ

**3.6 Current and Proposed Land Uses:**

Current: Residential, Vacant  
Proposed: Residential

**3.7 Current and Proposed 2045 Land Use Designation:**

Current: Low Density Residential  
Proposed: Low Density Residential

## 4.0 Purpose Statement

Wolfe Properties PUD is a proposed residential project to be developed under the Town of Apex ordinance as a Planned Unit Development (PUD). The project contains six parcels under contract by Envision Homes, LLC. The project is located along Wimberly Road and adjacent to the Preserve at White Oak development. These parcels are all designated as Low Density Residential on the 2045 Land Use Map.

The proposal to rezone this property to PUD-CZ is in keeping with the town's objectives to create high quality developments with a small town feel. This development will be a pedestrian friendly community with sidewalks along both sides of the internal public streets and sidewalk stubs to the future Town of Apex Park. The project will cluster small lots and multi-family dwelling units near the future town park to create a community feel and ensure the future park is an amenity to the community. This development will enhance the value of the surrounding properties by providing quality residential development for the areas as a mixed residential development.

## 5.0 Permitted Uses

The Town of Apex UDO allows a mixture of uses in the PUD zoning district and the owners have chosen to further restrict the allowable uses as listed below:

### Residential Uses

Single family (Minimum Lot Size = 6,000 sf)

Townhome (Minimum Width = 20')

Accessory Apartment

### Utilities

Utility, minor

### Recreational Uses

Greenway

Park, active

Park, passive

Recreational facility, private

Government Services – Limited to Parcel #1 and #2 as shown on the PUD Plan.

## 6.0 Design Controls

### 6.1 Maximum Densities

Maximum residential density for the project is 3.0 units per gross acre or a maximum of 130 units. The total gross acreage for the property is 43.52. This development proposes 130 units.

### 6.2 Proposed Maximum Height of the Buildings and Number of Stories

Single Family Maximum Height – 42'	Single Family Maximum Stories – 2
Townhouses – Maximum Height – 50'	Townhouses Maximum Stories – 3

### 6.3 Proposed Minimum Building Setbacks

#### Residential Single Family Detached

From Buffer or RCA – 10'  
Front Yard – 10' Minimum  
Side Yard – 5' Minimum (no aggregate)  
Corner Side Yard – 10' Minimum  
Rear Yard – 10' Minimum  
Driveways from Back of Sidewalk to Garage – 20' (12' minimum width)

#### Townhouses

From Buffer or RCA – 10'  
Front Yard – 10' Minimum  
Side Yard (end units) – 5' Minimum  
Rear Yard – 5' Minimum  
From Public Right-of-Way to Garage – 18' Minimum where no sidewalk is present  
From Public Right-of-Way to Garage – 20' Minimum where sidewalk is present  
Building Side to Side – 10'  
Building Side to Rear – 30'  
Building Rear to Rear – 40'

### 6.4 Percentage of Built upon Area

The UDO allows for a maximum 70 percent of built upon area in PUD project and the Wolfe Properties PUD will not exceed that amount.

### 6.5 Perimeter Buffers

The PD plans show buffers around the site to provide visual breaks between uses and public roads. We are proposing a 30' Type B buffer along Wimberly Road assuming the buffer is under disturbed. If the buffer is disturbed it shall be increased to a 50' Type B buffer. The perimeter buffers have been shown to be a 20' Type B buffer with the exception of property that abuts Town property; this shall be 10' Type B buffer. If Government Services are proposed, the buffers shall be a Type A.



## **6.6 Economy Housing Condition**

Where economy housing is housing that can be purchased by a household that earns approximately the median household income for Apex, Wolfe Properties PUD will address economy housing by providing a minimum of 10% of the total number of units of the development, as determined at the master subdivision phase. The townhouse units shall have a minimum width of 18' and a maximum width of 20' with no garages and allowable parking in compliance with Section 8.3 however they shall adhere to all other setback and architectural conditions set forth in the PUD plan.

## **7.0 Architectural Standards**

### **7.1 Single Family Detached Residential Standards**

1. Vinyl siding is not permitted; however, vinyl windows, decorative elements and trim are permitted.
2. Garage doors must contain windows, decorative details or carriage-style adornments.
3. House entrances for homes with front facing single-car garages must have a covered porch/stoop area leading to the front door.
4. The garage cannot protrude more than one foot out from the front façade or front porch unless it is a side entry garage.
5. The visible side of a home on a corner lot facing the public street shall contain at least 2 decorative elements such as, but not limited to, the following elements.
  - Windows
  - Bay Window
  - Recessed Window
  - Decorative Window
  - Trim around the Windows
  - Wrap around porch or Side Porch
  - Two or More Building Materials
  - Decorative Brick/Stone
  - Decorative Trim
  - Decorative Shake
  - Decorative Air Vents on Gable
  - Decorative Gable
  - Decorative Cornice
  - Column
  - Portico
  - Balcony
  - Dormer
6. All windows on a side elevation shall have decorative trim, shutters or shall be a bay window.

7. Front porches, when provided, shall be at least six-feet (6') deep.
8. A varied color palette shall be utilized on homes throughout the subdivision to include a minimum of three color families for siding and shall include varied trim, shutter, and accent colors complimenting the siding color.
9. Eaves shall project at least 12 inches from the wall of the structure.
10. The roof shall be pitched at 5:12 or greater for 75% of the building designs. These lots will be identified on the Master Subdivision Plan
11. A minimum of 50% of all single family homes will be restricted to have a master bedroom located on the first floor of the building. However, up to 50% of the homes shall be permitted to have a master bedroom not on the first floor. These units shall be identified on the final plat.

## **7.2 Residential Townhome Standards**

1. Vinyl siding is not permitted; however, vinyl windows, decorative elements and trim are permitted.
2. There shall be one roof element such as a gable or dormer on each unit.
3. Garage doors must contain windows, decorative details or carriage-style adornments.
4. House entrances for units with front facing single-car garages must have a covered porch/stoop area leading to the front door.
5. The garage cannot protrude more than one foot out from the front façade or front porch.
6. All exterior windows shall have decorative trim on all four sides.
7. On corner lots, the side elevation facing the public street shall contain at least two decorative elements such as but not limited to:
  - Trim around windows
  - Two or more building materials
  - Decorative brick/stone
  - Side Entry

## **7.3 Non-Residential Use Standards**

1. EIFS or synthetic stucco shall not be used in the first four feet above grade.
2. The building exterior shall have more than one (1) material color.
3. The building shall have more than one parapet height.
4. The following exterior materials shall not be permitted: vinyl siding, metal walls, and painted, smooth-faced concrete block (decorative blocks are acceptable).

## 8.0 Parking and Loading

Parking and loading requirements for the residential areas shall conform to the parking standards listed in the Town of Apex UDO Section 8.3.

## 9.0 Signs

Signage for this project will comply with UDO section 8.7. The developer shall submit a master sign plan that shows signage locations and details of signage patterns throughout the development.

## 10.0 Natural Resource and Environmental Data

- 10.1 This project is located in the Jordan Lake drainage basin which is in the Cape Fear Basin. This project currently falls just outside the primary watershed protection overlay district as shown on the Town of Apex watershed maps; however once annexed it will be in the primary watershed protection overlay district.
- 10.2 There is no FEMA mapped floodplain on the site as shown on FEMA FIRM Map Number 3720072300 or 3720072201, dated May 2, 2006.
- 10.3 There are no known historic structures on this project.
- 10.4 The PUD is required to provide at least 25% of the total area for Resource Conservation Area and landscape buffers. If the residential single family lots are mass graded, then the project shall dedicate an additional 5% RCA. For this project that will equate to 10.88 acres of required RCA area. This project proposes to dedicate 10.90 acres and will increase that area if mass graded.
- 10.5 Existing deciduous trees greater than 18" in diameter that are removed by site development shall be replaced by planting a 1.5" caliper native tree from the Town of Apex Design and Development Manual either on-site or at an alternative site location approved by Town Planning Staff.

## 11.0 Stormwater Management

Wolfe Properties PUD will meet all applicable requirements and standards as described in section 6.1 of the 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 storm events. This project will commit to providing attenuation for the 2 year and 25 year storms as well.

Wolfe Properties PUD will use approved devices to control the stormwater sediment runoff. These devices may include wet detention basins, constructed wetlands, bioretention areas, sand filters or any other approved stormwater control measure. Stormwater control devices

shall be landscaped and constructed to be an amenity to the development and shall blend into the surroundings.

## 12.0 Parks and Recreation

The Wolfe Properties PUD was reviewed by the Parks, Recreation and Cultural Resources Advisory Commission on February 26th, 2020 and they unanimously recommended a land dedication in the location provided in the PUD Plan, located contiguous to the southern boundary of the future park property along the frontage of Wimberly Road to comply with Sec 14.1.3 Standards of Dedication. The total acreage to be dedicated will be determined by the total unit count at the time of Master Subdivision Plan approval. They also recommended the reservation of a Public Greenway Easement along one of the Utility Easement corridors to provide access to the Park for the Wolfe Properties PUD as well as the Preserve at White Oak Creek with the location being determined at the time the Master Subdivision Plan approval.

## 13.0 Public Facilities

All internal public streets will have sidewalks on both sides of the street. Roadway improvements will be required along Wimberly Road and these improvements will be coordinated with the Town of Apex and NCDOT. The roadway widening along Wimberly Road shall be based on the Town of Apex's thoroughfare plan. The project will provide a minor collector street through the subdivision that will stub to north for future extension as shown on the town's thoroughfare plan. Bicycle and pedestrian improvements associated with subdivision plans for any development to be made pursuant to this amendment to the Official Zoning District Map shall comply with the adopted Comprehensive Transportation Plan in effect at the time of subdivision plan approval as provided for in the UDO.

In compliance with the Town of Apex's UDO Section 13.19.4, the project offers, subject to NCDOT review and approval the following off-site roadway improvements:

1. Green Level West and Wimberly Road Intersection: The developer shall construct a northbound taper right turn lane on Wimberly Road with 50-foot of full width deceleration and a 100-foot taper prior to the first plat. Construction of curb and gutter will be limited to only along the 50-foot deceleration along the sidewalk and storm drainage structures will only be placed in areas as necessary to continue existing drainage patterns and not restrict existing structures.
2. Wimberly Road and Jenks Road Intersection: The developer shall construct a southbound taper right turn lane on Wimberly Road with 50-foot of full width deceleration and a 100-foot taper prior to the first plat. No curb & gutter will be installed. Vegetated conveyances will be utilized to stay consistent with current conditions and no upgrades to existing storm drainage infrastructure.

As shown on the PUD Utility Plan, the sanitary sewer connection will connect to an existing sewer manhole and line near the northern end of Double Helix Road. Water distribution service



will be provided to this project by eight inch waterline connection to the existing twelve inch waterline along Wimberly Road.

## 14.0 Phasing

The project shall be developed in multiple phases and construction would likely start in 2020.

## 15.0 Consistency with Land Use Plan

The Town of Apex 2045 Land Use Map currently designates these parcels as Low Density Residential. We believe this PUD is appropriate for the area and is consistent with the current intent of the Town Council.

## 16.0 Compliance with the UDO

The proposed plans for Wolfe Properties PUD are in compliance with the standards and allowances provided in the current approved version of the Town of Apex Unified Development Ordinance. Any variance from UDO requirements has been noted in this plan.

## 17.0 Land Use Notes

- 17.1 This project will require the formation of a Homeowners Association which will handle the maintenance of common areas, buffers, RCA, stormwater devices, etc.
- 17.2 Any existing houses on the properties will be either moved or removed from the site.

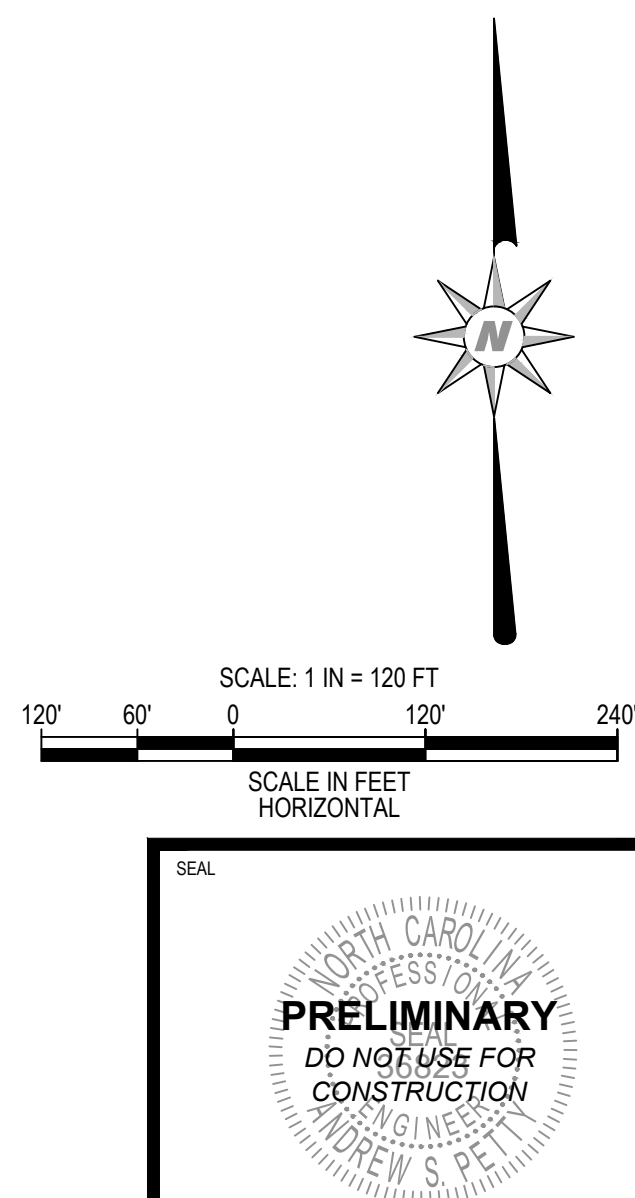
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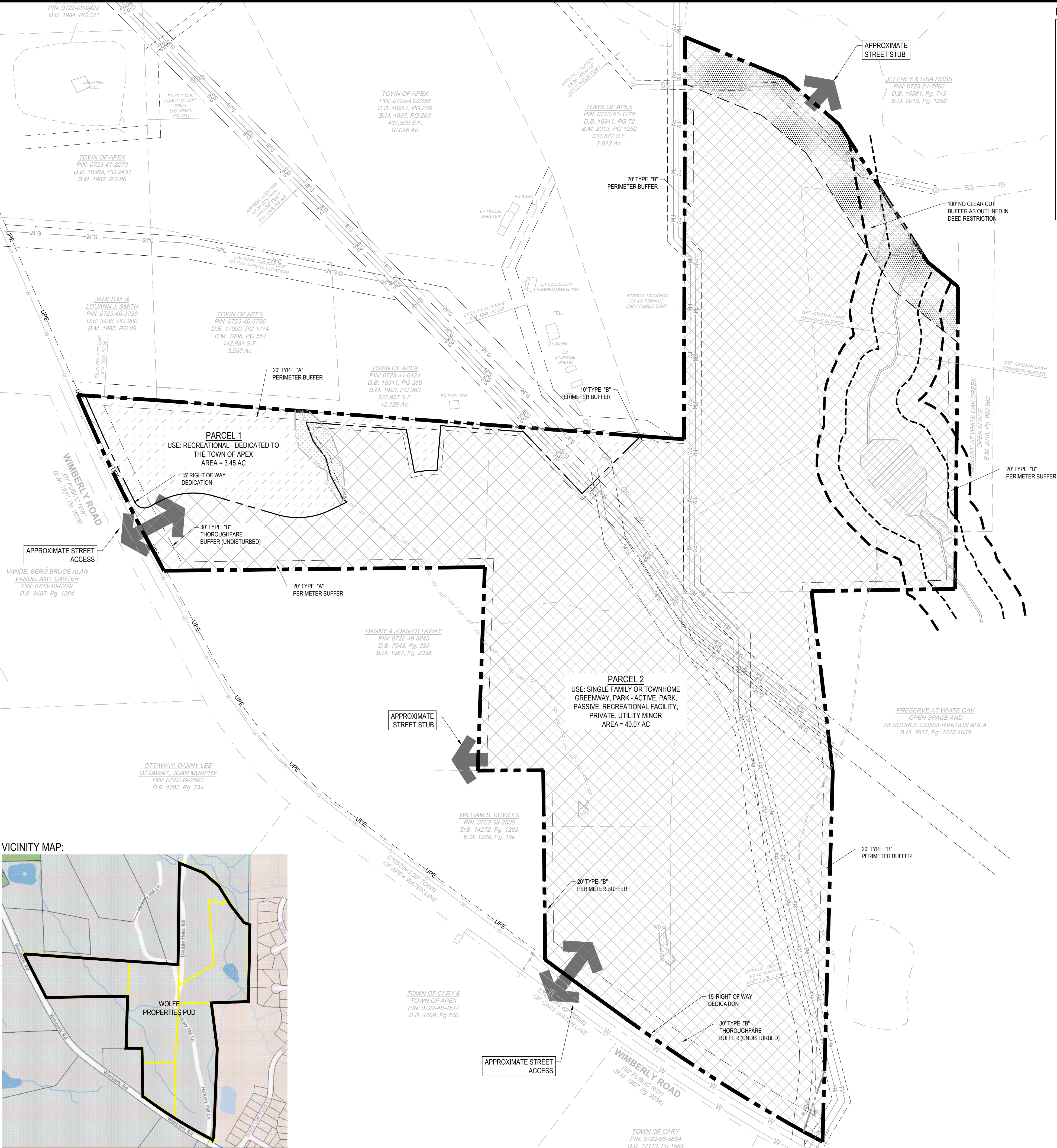
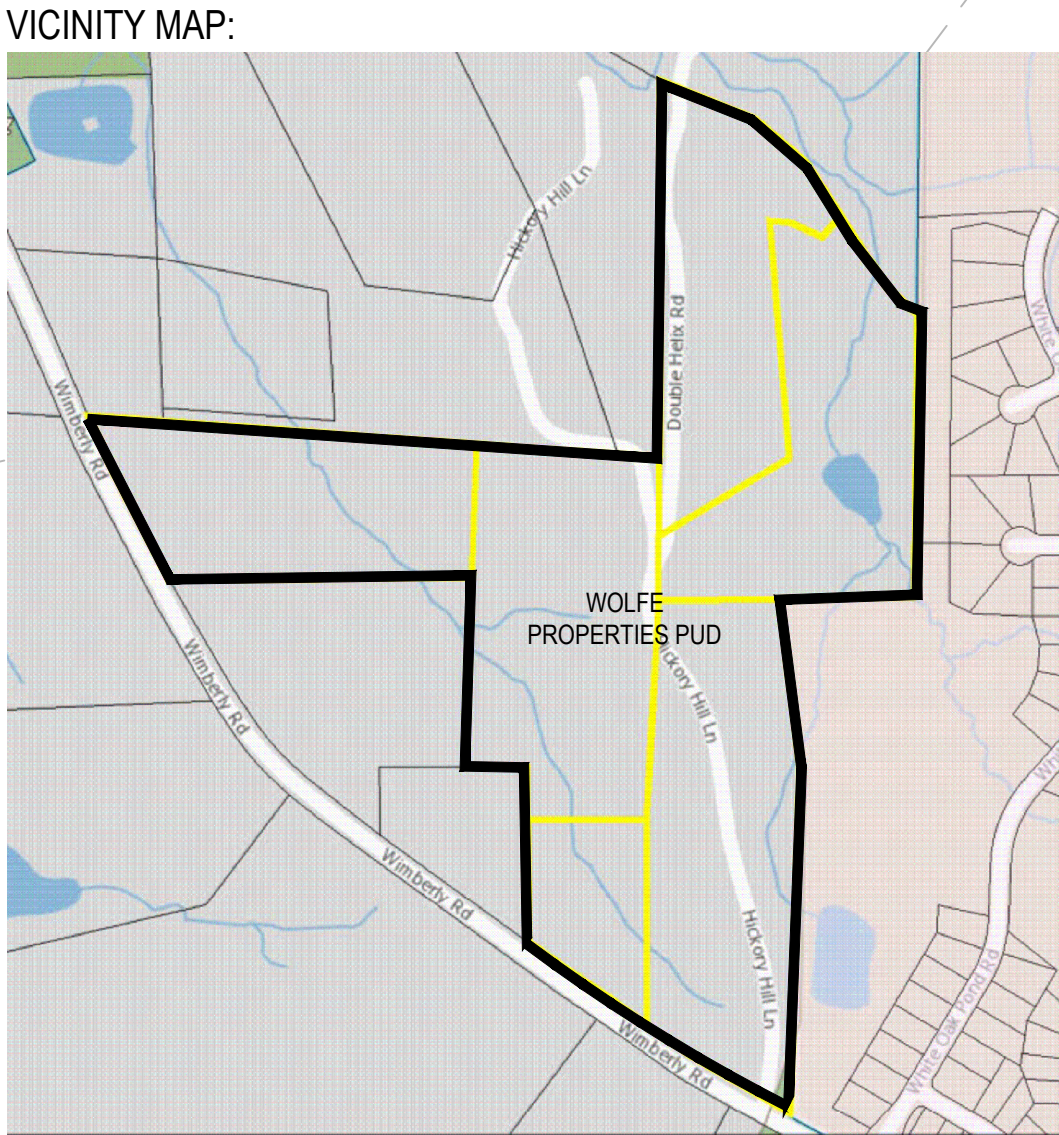
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PLOTED: 5/6/2024 11:48 AM



PROJECT COMMITTED TRANSPORTATION ELEMENTS:

- IN COMPLIANCE WITH THE TOWN OF APEX'S UDO SECTION 13.19.4, THE PROJECT OFFERS, SUBJECT TO NCDOT REVIEW AND APPROVAL THE FOLLOWING OFF-SITE ROADWAY IMPROVEMENTS.
- GREEN LEVEL WEST AND WIMBERLY ROAD INTERSECTION: THE DEVELOPER SHALL CONSTRUCT A NORTHBOUND TAPER RIGHT TURN LANE ON WIMBERLY ROAD WITH 50-FOOT OF FULL WIDTH DECELERATION AND A 100-FOOT TAPER PRIOR TO THE FIRST PLAT. CONSTRUCTION OF CURB AND GUTTER WILL BE LIMITED TO ONLY ALONG THE 50-FOOT DECELERATION ALONG THE SIDEWALK AND STORM DRAINAGE STRUCTURES WILL ONLY BE PLACED IN AREAS AS NECESSARY TO CONTINUE EXISTING DRAINAGE PATTERNS AND NOT RESTRICT EXISTING STRUCTURES.
  - WIMBERLY ROAD AND JENKS ROAD INTERSECTION: THE DEVELOPER SHALL CONSTRUCT A SOUTHBOUND TAPER RIGHT TURN LANE ON WIMBERLY ROAD WITH 50-FOOT OF FULL WIDTH DECELERATION AND A 100-FOOT TAPER PRIOR TO THE FIRST PLAT. NO CURB & GUTTER WILL BE INSTALLED. VEGETATED CONVEYANCES WILL BE UTILIZED TO STAY CONSISTENT WITH CURRENT CONDITIONS AND NO UPGRADES TO EXISTING STORM DRAINAGE INFRASTRUCTURE.

GENERAL NOTES:

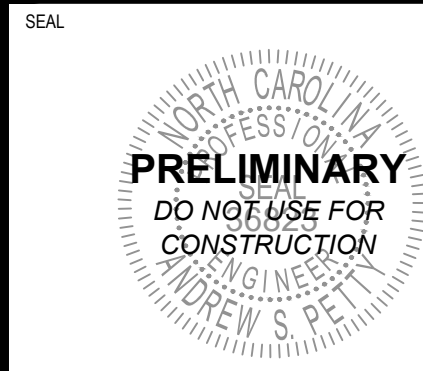
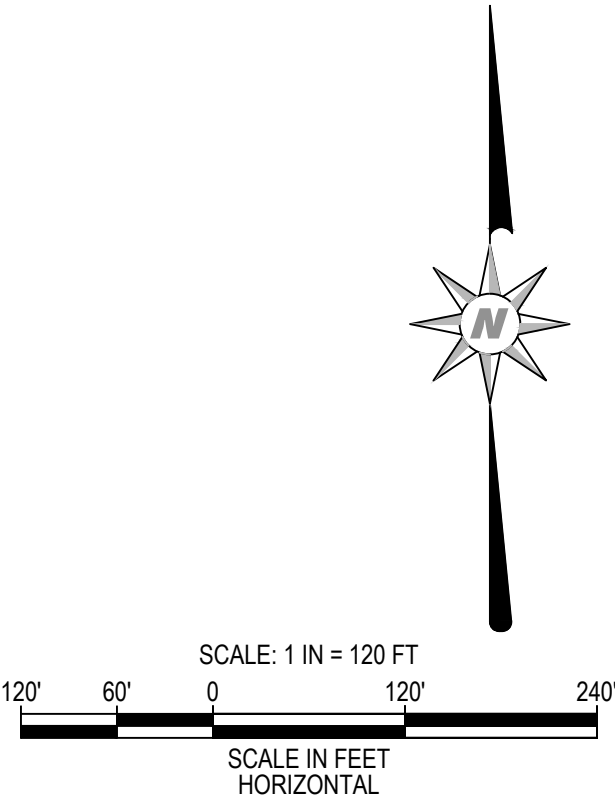
- THIS PLAN IS NOT INTENDED FOR PLATTING OR RECORDATION. THE INTENT OF THIS PLAN IS TO ILLUSTRATE THE EXISTING FEATURES, STRUCTURES AND TOPOGRAPHY OF THE PROPERTY. TOPOGRAPHY SHOWN ON THIS IS PLAN IS PER WAKE COUNTY GIS - FOR PRELIMINARY USE ONLY.
- THE INFORMATION SHOWN ON THIS PLAN WAS PROVIDED AND DEVELOPED BY OTHERS. CURRY ENGINEERING DOES NOT GUARANTEE THE ACCURACY OF THE INFORMATION. THE INFORMATION SHOWN REPRESENTS A FIELD SURVEY CONDUCTED SEPTEMBER 2019.
- THE ENGINEER UNDERSTANDS THE SURVEY INFORMATION PROVIDED TO MEET THE FOLLOWING CRITERIA:
  - MISCLOSURE WAS DISTRIBUTED BY THE COMPASS METHOD. THE DISTANCES ON THIS MAP ARE ADJUSTED HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED. ALL AREA CALCULATED BY COORDINATE COMPUTATION.
  - THIS PLAN HAS BEEN PREPARED FOR LAYOUT AND PERMITTING PURPOSES ONLY.
  - ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
  - PROPERTY IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.
  - THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
- EXISTING CONDITIONS SHOWN DOES NOT CERTIFY TO THE EXISTENCE OR NON-EXISTENCE OF UNDERGROUND UTILITIES THAT MAY OR MAY NOT BE PRESENT ON SITE. CONTRACTOR TO FIELD VERIFY AND LOCATE ALL UNDERGROUND UTILITIES PRIOR TO START OF EXCAVATION.
- PROPERTY IS LOCATED WITHIN THE PRIMARY WATERSHED OVERLAY DISTRICT.
- PROPERTIES ARE NOT LOCATED IN A HISTORIC DISTRICT NOR CONTAIN ANY HISTORIC STRUCTURES PER THE "WAKE COUNTY INVENTORY OF HISTORIC STRUCTURES - APEX JURISDICTION."

TOWN REQUIRED PUD NOTES:

- 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.).
- SITE ELEMENTS REQUIRED TO SATISFY RECREATIONAL REQUIREMENTS SUCH AS BUT NOT LIMITED TO PLAY FIELDS AND GREENWAY TRAILS AND ITEMS TYPICALLY ASSOCIATED WITH THEM (BENCHES, TRASH CONTAINERS, SIGNS, ETC.) MUST MEET ANY APPLICABLE STANDARDS FOUND IN THE TOWN OF APEX STANDARD SPECIFICATIONS AND CONSTRUCTION DETAILS AND THE REQUIREMENTS OF THE TOWN OF APEX PARKS AND RECREATION DEPARTMENT.
- ALL REQUIRED SITE ELEMENTS SHOWN WITHIN A PARTICULAR PHASE MUST BE INSTALLED BEFORE A FINAL CERTIFICATE OF OCCUPANCY MAY BE ISSUED FOR ANY BUILDING WITHIN THAT PHASE.
- NO SIGNS ARE APPROVED AS PART OF A PUD-CZ PLAN APPROVAL. A SEPARATE SIGN PERMIT MUST BE OBTAINED.

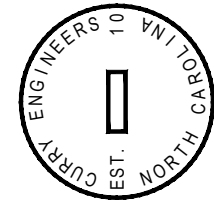
SITE DATA:

DEVELOPMENT NAME	WOLFE PROPERTY PUD
PROPERTY ADDRESS	SEE EXISTING CONDITIONS PLAN
PUD TOTAL AREA	43.52 ACRES
PUBLIC ROAD R/W DEDICATION (WIMBERLY ROAD)	0.42 AC
WAKE COUNTY PINS	SEE EXISTING CONDITIONS PLAN
CURRENT ZONING	R-80W (COUNTY) & RR (TOWN)
PROPOSED ZONING	PLANNED UNIT DEVELOPMENT (PUD-CZ)
RCA/BUFFER AREA	
REQUIRED	10.88 AC (25%)
RCA PROPOSED	10.90 AC (25%)
CURRENT 2045 LUM DESIGNATION	LOW DENSITY RESIDENTIAL
PROPOSED 2045 LUM DESIGNATION	LOW DENSITY RESIDENTIAL
PROPOSED MAXIMUM BUILDING HEIGHT	42 FEET - SF
	50 FEET - TH
PROPOSED TOWNHOME NUMBER OF STORIES	3
PROPOSED RESIDENTIAL DENSITY	3 UNITS/ACRE
PROPOSED PARKING REQUIREMENTS	2 SPACES PER UNIT PLUS GUEST PARKING AT 1SPACE/4 UNITS
WATERSHED DISTRICT	PRIMARY WATERSHED PROTECTION OVERLAY DISTRICT CAPE FEAR
PROPOSED MINIMUM BUILDING SETBACKS	
SINGLE FAMILY DETACHED	
FROM BUFFER OR RCA - 10'	
FRONT YARD - 10' MINIMUM	
SIDE YARD - 5' MINIMUM (NO AGGREGATE)	
CORNER SIDE YARD - 10' MINIMUM	
REAR YARD - 10' MINIMUM	
DRIVEWAYS FROM BACK OF SIDEWALK TO GARAGE - 20' MIN.	
TOWNHOMES	
FROM BUFFER OR RCA - 10'	
FRONT YARD - 5' MINIMUM	
SIDE YARD (END UNITS) - 5' MINIMUM	
REAR YARD - 5' MINIMUM	
FROM PUBLIC RIGHT-OF-WAY TO GARAGE - 18' MIN. WHERE NO SIDEWALK IS PRESENT	
FROM PUBLIC RIGHT-OF-WAY TO GARAGE - 20' MIN. WHERE SIDEWALK IS PRESENT	
BUILDING SIDE TO SIDE - 10'	
BUILDING SIDE TO REAR - 30'	
BUILDING REAR TO REAR - 40'	



WOLFE PROPERTIES PUD - PD PLANS  
PUD PLAN

208 S. Tugay Avenue  
Fayetteville, NC 27203  
T: (919) 552-0849  
F: (919) 552-0843



Curry  
ENGINEERING  
C-03





1. THE PHASE LINES SHOWN ARE APPROXIMATE AND ARE SUBJECT TO CHANGE DURING THE MASTER SUBDIVISION PLAN PROCESS.
2. THE PHASE NUMBERS ARE DIAGRAMMATIC ARE ARE NOT NECESSARILY THE ORDER IN WHICH THE PHASES WILL BE CONSTRUCTED. THE DEVELOPER HAS THE ABILITY TO DEVELOP THESE PHASES IN ANY ORDER DEPENDING ON THE AVAILABILITY OF MUNICIPAL SERVICES.

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 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.

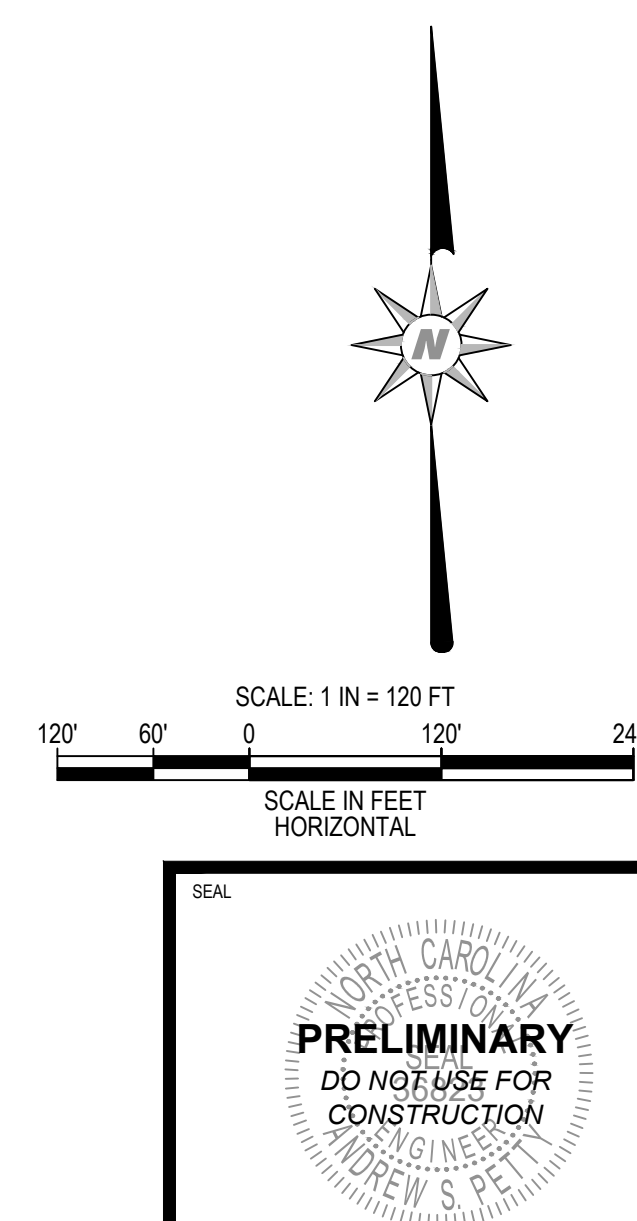
REVISIONS	
A	TOWN OF AREX COMMENTS
DATE:	OCTOBER 1, 2019
BY:	ENG. 2019/07/01
HORIZ. SCALE:	1" = 120'
ODIC SHEET SIZE:	24" x 36"

**WOLFE PROPERTIES PUD - PD PLANS**  
**PHASING PLAN**

**T** (919) 552-0849  
**F** (919) 552-2043  
205 S. Fuquay Avenue  
Fuquay-Varina, NC 27526

**Curry**  
ENGINEERING

**C-04**

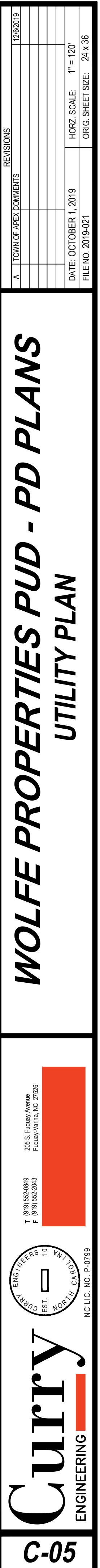






1. THE PARCEL AREAS AND RCA AREAS ARE APPROXIMATE AND MAY CHANGE AT THE TIME OF MASTER SUBDIVISION PLAN APPROVALS.
2. THE LOCATION AND ALIGNMENT OF THE MINOR RESIDENTIAL STREET SHOWN HEREON ARE PRELIMINARY AND MAY CHANGE AT THE TIME OF MASTER PLAN APPROVAL.
3. THE MAINTENANCE OF RCA, COMMON AREAS AND THE STORMWATER DEVICES SHALL BE MANAGED BY THE OWNER/DEVELOPER OF EACH PARCEL.
4. THE MINOR RESIDENTIAL STREET SHALL HAVE SIDEWALK ON ONE SIDE OF THE STREET. INTERNAL, PUBLIC STREET CONNECTIONS TO THE MINOR RESIDENTIAL STREET SHALL MEET TOWN OF APEX STANDARDS AND SPECIFICATIONS.
5. THE FUTURE LOCATIONS FOR WATER AND SEWER MAINS ARE APPROXIMATE AND SHALL BE DESCRIBED IN MORE DETAIL AT THE TIME OF MASTER PLANS. THESE UTILITY LOCATIONS ARE ILLUSTRATIVE TO SHOW CONNECTIONS AND SIZING.
6. CONSTRUCTION VEHICLE PARKING SHALL BE LIMITED TO ONE SIDE OF THE ROAD (OPPOSITE OF FIRE HYDRANTS). SIGNS INDICATING "NO CONSTRUCTION VEHICLES THIS SIDE OF STREET" IN ENGLISH AND SPANISH.
7. ONCE THE FIRST LIFT OF ASPHALT IS PASSABLE BY VEHICLES, TEMPORARY STREET SIGN ARE REQUIRED.
8. INSTALLATION OF SILT FENCE SHALL MAINTAIN 3' OF CLEARANCE AROUND FIRE HYDRANTS.
9. TOWN OF APEX ELECTRIC UTILITIES CONTACT IS RODNEY SMITH AT 919-249-3342.

1. PROTECTION FENCING MUST BE PLACED AROUND 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.
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4. NO SIGNS ARE APPROVED AS PART OF A PUD-CZ PLAN APPROVAL. A SEPARATE SIGN PERMIT MUST BE OBTAINED.







## Cottage 2 Story

### Wimberly Road

12.03.19

**ENVISION HOMES**  
a better life

**gmd**  
design  
group  
carolinas

www.gmddesigngroup.com

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carolinas, inc. 2019

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## Farmhouse 2 Story

Wemberly Road

12.03.19

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a better life

## Euro Two Story

### Wimberly Road

12.03.19

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## Rustic Farmhouse 1 1/2 Story

Wimberly Road

12.03.19

**ENVISION HOMES**  
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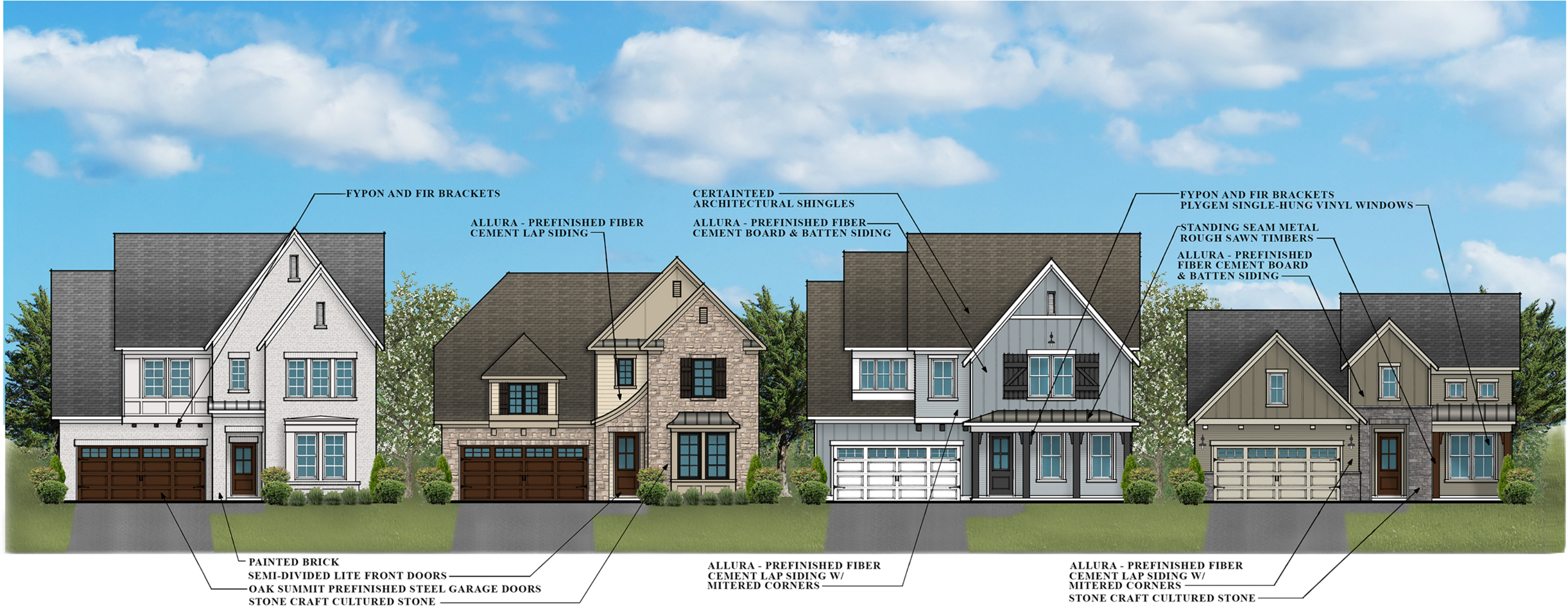
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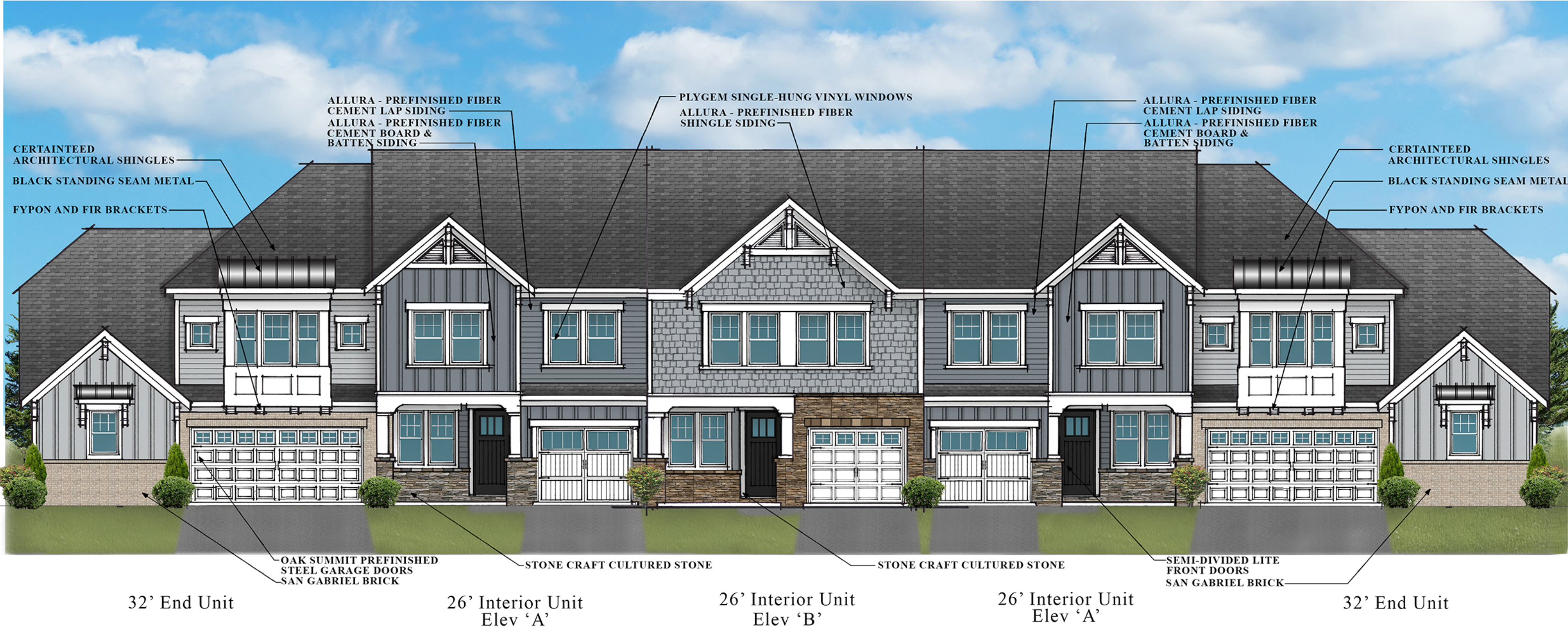
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# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 2, 2020

## Item Details

Presenter(s): Sarah Van Every, Senior Planner

Department(s): Planning and Community Development

### Requested Motion

Motion to set Public Hearing for the June 16, 2020 Town Council Meeting regarding Rezoning Application #19CZ23 2524 & 2604 Kelly Road. The applicant, Brian Griffith, seeks to rezone approximately 2.1 acres located at 2524 & 2604 Kelly Road (PINs 0731433004 & 0731424892) from Rural Residential (RR) to Mixed Office-Residential-Retail-Conditional Zoning (MORR-CZ).

### Approval Recommended?

The Planning and Community Development Department recommends approval.

### Item Details

### Attachments

- Vicinity Map
- Application







Rezoning #19CZ23

West Village

Kelly Rd

S Salem St To Nc 540 Hwy Sb Ramp

540

NC 540 Hwy SB

Nc 540 Hwy Sb To S Salem St Ramp

S Salem St

0 150 300  
Feet



## PETITION TO AMEND THE OFFICIAL ZONING MAP & 2045 LAND USE MAP

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

Application #: \_\_\_\_\_ Submittal Date: \_\_\_\_\_  
2045 LUM Amendment: \_\_\_\_\_ Fee Paid: \_\_\_\_\_

### Project Information

Project Name: 2524 & 2604 Kelly Road, Apex, NC 27502  
Address(es): 2524 & 2604 Kelly Road, Apex, NC 27502  
PIN(s): 0731433004, 0731424892

\_\_\_\_\_ Acreage: 1.15+0.95= 2.1  
Current Zoning: RR (Rural Residential) Proposed Zoning: MORR-CZ (Mixed: Office, Residential, Retail)  
Current 2045 LUM Designation: Mixed use: Office, HD Residential, Commercial Services  
Proposed 2045 LUM Designation: (no change)

See next page for LUM Amendment.

If any portion of the project is shown as mixed use (3 or more stripes on the 2045 Land Use Map) provide the following:

Area classified as mixed use:	Acreage:	2.1
Area proposed as non-residential development:	Acreage:	2.1 maximum
Percent of mixed use area proposed as non-residential:	Percent:	100% maximum

### Applicant Information

Name: Brian Griffith (Acting as agent for both properties)  
Address: 2121 McKenzie Ridge Ln  
City: Apex State: NC Zip: 27502  
Phone: 919-387-8775 E-mail: briandgriffith@outlook.com

### Owner Information

Name (1 of 2): Friendship Coworking LLC	Name (2 of 2): Miuccio, Anthony J Trustee & Miuccio, Martha J Trustee
Representative: Brian Griffith	Representative: Anthony (Tony) Miuccio
Address: 2121 McKenzie Ridge Ln	Address: PO Box 2063
City, State: Apex, North Carolina	City, State: Apex, North Carolina
Zip: 27502	Zip: 27502
Phone: 919-387-8775	Phone: 919-355-2145

### Agent Information

Name: N/A (See above)  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Other contacts: Tony Miuccio, 2604 Kelly Rd, Apex, NC 27502 : 919-889-1309

## PETITION TO AMEND THE OFFICIAL ZONING MAP & 2045 LAND USE MAP

Application #: \_\_\_\_\_ Submittal Date: \_\_\_\_\_

### 2045 LAND USE MAP AMENDMENT (IF APPLICABLE)

The applicant does hereby respectfully request the Town Council amend the 2045 Land Use Map. In support of this request, the following facts are shown:

The area sought to be amended on the 2045 Land Use Map is located at:

N/A

Current 2045 Land Use Classification: Mixed Use: Office, HD Residential, Commercial Services

Proposed 2045 Land Use Classification: (no change)

What condition(s) justifies the passage of the amendment to the 2045 Land Use Map? Discuss the existing use classifications of the subject area in addition to the adjacent land use classifications. Use additional pages as needed.

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## PETITION INFORMATION

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

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

An application has been duly filed requesting that the property described in this application be rezoned from RR \_\_\_\_\_ to MORR-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. It is further understood and acknowledged that final plans for any specific development to be made pursuant to any such Conditional Zoning shall be submitted for site or subdivision plan approval. Use additional pages as needed.

### PROPOSED USES:

The Rezoned Lands may be used for, and only for, the uses listed immediately below. The permitted uses are subject to the limitations and regulations stated in the UDO and any additional limitations or regulations stated below. For convenience, some relevant sections of the UDO may be referenced; such references do not imply that other sections of the UDO do not apply.

1	Accessory apartment	21	
2		22	Restaurant, drive through
3		23	Restaurant, general
4		24	Medical or dental office or clinic
5		25	Office, business or professional
6		26	Barber and beauty shop
7		27	Book store
8		28	Convenience store
9		29	Dry cleaners and laundry service
10	Day care facility	30	Financial institution
11	Church or place of worship (P/S)	31	Floral shop
12	Government service	32	Greenhouse or nursery, retail
13	School, public or private	33	Grocery, specialty
14	Utility, minor	34	Health/fitness center or spa
15	Tailor Shop	35	Newsstand or giftshop
16	Pet services	36	Personal service
17	Botanical garden	37	Pharmacy
18	Greenway	38	Studio for art
19	Park, active	39	Retail sales, general
20	Park, passive	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 attached conditions.)

## 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 zoning is consistent with the Town of Apex 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.

The proposed zoning allows transition of existing property toward 2045 Land Use goals.

## PETITION INFORMATION

Application #: \_\_\_\_\_ Submittal Date: \_\_\_\_\_

3) Zoning district supplemental standards. The proposed Conditional Zoning (CZ) District use's compliance with Sec 4.4, Supplemental Standards, if applicable.

New structures/additions and new site features shall be in keeping with Section 4.4

4) *Design minimizes adverse impact.* The design of the proposed Conditional Zoning (CZ) District use's minimization of adverse effects, including visual impact of the proposed use on adjacent lands; and avoidance of significant adverse impacts on surrounding lands regarding trash, traffic, service delivery, parking and loading, odors, noise, glare, and vibration and not create a nuisance.

When the property is redeveloped it shall be in compliance with all UDO requirements including buffers, landscaping, and buildings.

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.

When property is fully redeveloped the property shall meet or exceed UDO requirements.

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.

Currently the property is not served by public water or sewer. Road access is existing, and public services are readily available.

Combined properties total 2.1 acres and will have limited impact on existing/future 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.

Property is aimed towards 2045 goals and will likely offer services to residents not currently immediately available.

Health, safety, and welfare of neighbors and surrounding area should not be affected.

## PETITION INFORMATION

Application #:

Submittal Date:

8) *Detrimental to adjacent properties.* Whether the proposed Conditional Zoning (CZ) District use is substantially detrimental to adjacent properties.

Property is in accordance with 2045 goals and should not be considered detrimental towards adjacent properties.

9) *Not constitute nuisance or hazard.* Whether the proposed Conditional Zoning (CZ) District use constitutes a nuisance or hazard due to traffic impact or noise, or because of the number of persons who will be using the Conditional Zoning (CZ) District use.

Property will not constitute a nuisance or hazard with its limited size and 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.

Upon redevelopment of the site all UDO provisions shall be adhered to and/or exceeded.



# CERTIFIED LIST OF NEIGHBORING PROPERTY OWNERS

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

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

Provide a certified list of property owners subject to this application and all property owners within 300' of the subject property and HOA Contacts.

	Owner's Name	PIN
1.	Tony & Judy Sears	731329495, 7313338590
2.	Anthony & Martha Trustee Miuccio	731424892
3.	NC Department of Transportation	731726540
4.	NC Department of Transportation Turnpike Authority	731429605
5.	Fehey Family Farm, LLC	731434504
6.	Wayne & Georgia Kennedy	731436017
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		

I, Brian Griffith, certify that this is an accurate listing of all property owners and property owners within 300' of the subject property.

Date: 10/29/19

By: [Signature]

COUNTY OF WAKE STATE OF NORTH CAROLINA

Sworn and subscribed before me, Andria Franklin, a Notary Public for the above State and County, on this the 29 day of October, 2019.

SEAL



Andria Franklin  
Notary Public  
Andria Franklin  
Print Name

My Commission Expires: 4/16/2023

**AGENT AUTHORIZATION FORM**

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

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

Brian Griffith and Tony Miuccio  
\_\_\_\_\_ 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: 2524 Kelly Road, Apex, NC 27502The agent for this project is: Brian D. Griffith (acting as agent for Tony Miuccio)☒ I am the owner of the property and will be acting as my own agentAgent Name: Brian D. GriffithAddress: 2121 McKenzie Ridge Ln, Apex, NC 27502Telephone Number: (919) 387-8775E-Mail Address: briandgriffith@outlook.com

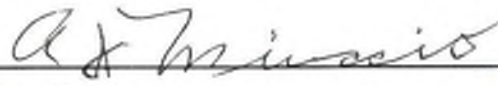
Signature(s) of Owner(s)\*

Brian D. Griffith

Type or print name

10/29/2019

Date

Tony Miuccio

Type or print name

10/29/2019

Date

Attach additional sheets if there are additional owners.

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

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



**AFFIDAVIT OF OWNERSHIP**

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

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

The undersigned, Brian D. Griffith (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 2524 & 2604 Kelly Road, Apex, NC 27502 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 09/12/2019, 07/31/2003 and recorded in the Wake County Register of Deeds Office on 09/12/2019, in Book 017572 Page 01317-01318.  
Miuccio: Recorded 08/29/2003, Book 010405 Page 02240-02242
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 09/12/2019, 07/31/2003, 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 09/12/2019, 07/31/2003, 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 October, 2019.

  
\_\_\_\_\_  
Brian D. Griffith (seal)

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 Brian D. Griffith, Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's (personally known), personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.



Andria Franklin  
Notary Public  
State of North Carolina  
My Commission Expires: 4/16/2023



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

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

Insert legal description below.

LEGAL DESCRIPTION OF 2524 Kelly Road, Apex, NC

All of a tract of land lying and being in Wake County, Apex, NC, being described as Lot 1 of the "Minor Subdivision for Barrett Richardson", as recorded in Book of Maps 1997, Page 2069, Wake County Registry, and being more particularly described as follows:

BEGINNING at an iron pipe with cap, the southwestern corner of said lot 1, said beginning point having NAD 83(NSRS 2011) coordinates of North: 713,038.84 and East: 2,034,178.81 feet, thence from said beginning point in a clockwise direction north 32°56'13" east and 244.10 feet, through an iron pipe with a cap, lying 5.84 feet from the 35' r/w, to a point in the center of Kelly Road, thence 326.20 feet along the center of Kelly Road, along the arc of a non-tangent curve to the southeast, with a radius of 5116.44 feet and a chord bearing and distance of south 36°08'51" east and 326.14 feet to a point in the center of Kelly Road, thence leaving the center of Kelly Road, south 50°44'20" west and 129.69 feet through an iron pipe, lying 5.31' from the 35' r/w, to an iron pipe with a cap, thence north 35°33'52" west and 53.32 feet to an iron pipe with a cap, thence south 73°45'09" west and 148.87 feet to an iron pipe with a cap, thence north 20°04'42" west and 147.83 feet to the point and place of BEGINNING, containing net 1.147 acres, more or less, according to an ALTA/ACSM Land Title Survey by PTS Land Surveying, dated 09/05/2019, reference to which is made for a more particular description.

LEGAL DESCRIPTION OF 2604 Kelly Road, Apex, NC

BEGINNING at a point in the center line of S.R. 1163, said point being located 632.55 feet measured in a northwesterly direction along the center line of said road from the center line of old U.S. Highway #1 (now SR 1011) and runs thence South 54 degrees 31 minutes 50 seconds West 190.82 feet to an existing iron pipe; runs thence North 35 degrees 31 minutes 48 seconds West 228.44 feet to an existing iron pipe; runs thence north 54 degrees 25 minutes 45 seconds East 190.94 feet to an iron pipe in the centerline of S.R. 1163; runs thence South 35 degrees 30 minutes 00 seconds East 228.77 feet to the point and place of BEGINNING, containing 1.002 acres, according to map and survey entitled "Property of Charles A. Morris and wife, Debra C. Morris" by MM Weeks, RLS, dated May 13, 1991.

**Zoning Conditions:**

**For uses utilizing the existing structures the following shall apply:**

1. Only existing structures may be used for residential uses.
2. Parking shall be provided to the side or rear of the principal building.

**For future uses, the following shall apply:**

1. The use "Accessory apartment" shall be permitted only on floors above nonresidential uses in new construction.

**Non-Residential / Mixed-use new construction Design Guidelines:**

1. Buildings shall be arranged to define, create and activate edges and public places.
2. No more than (1) double-loaded parking bay shall be provided between any building and thoroughfares as identified on the Apex Transportation Map.
3. Drive-thru lanes, pick-up windows, and other like functions shall not be permitted along any thoroughfare or collector street as identified on the Apex Transportation Plan. Landscaping and/or other architectural features should be used to create screenings for these types of uses.
4. Elevations of corner buildings shall utilize design features such as variations in wall plane, variation in building mass, and window placement to generate street interest.
5. Architectural treatments such as varying roof forms, façade articulation, breaks in roof, walls with texture materials, and ornamental details as well as landscaping shall be incorporated to add visual interest.
6. Facades shall not have blank side walls creating a false front appearance.
7. Buildings shall have vertical proportions with no blank walls exceeding 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 facade.
8. Windows shall be divided to be square or vertical in proportion so each section of glass is taller than it is wide.
9. Differences of roof height, pitch, ridgelines, and materials shall be used to create visual interest and avoid repetition.
10. Vehicular and pedestrian cross access shall be provided to adjacent properties.
11. Public street access shall be by one of the three (3) methods below.
  - a. Abutting, within ten (10) feet of the shared property line of 2524 and 2604 Kelly Road or further south on 2604 Kelly Road property as a shared access easement in either case.
  - b. To existing West Village development streets.

- c. Temporary alternate for 2524 Kelly Road only; if 2524 Kelly Road develops prior to adjacent West Village street network and 2604 Kelly Road, 2524 Kelly Road may provide temporary entrance as close to 2604 Kelly Road property as allowed by the Town of Apex without offsite easement. Entrance shall be abandoned once option "a" or "b" is provided.

**Non-residential / mixed used 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. EIFS or synthetic stucco shall not be used in the first four feet above grade and shall be limited to 25% of each building façade
7. Precast concrete
8. Roof features may include flat roofs with parapet, hip roofs or awnings with metal or canvas material
9. Soffit and fascia materials to be considered include EIFS with crown trim elements
10. Cementitious siding

**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



# 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.

October 15, 2019

Date

Dear Neighbor:

You are invited to a neighborhood meeting to review and discuss the development proposal at

2524 & 2604 Kelly Road, Apex, NC 27502

0731433004, 0731424892

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. Once an application has been submitted to the Town, it may be tracked using the [Interactive Development Map](#) or the [Apex Development Report](#) located on the Town of Apex website at [www.apexnc.org](http://www.apexnc.org).

A Neighborhood Meeting is required because this project includes (check all that apply):

Application Type	Approving Authority
<input checked="" type="checkbox"/> Rezoning (including Planned Unit Development)	Town Council
<input type="checkbox"/> Major Site Plan	Town Council (QJPH*)
<input type="checkbox"/> Special Use Permit	Town Council (QJPH*)
<input type="checkbox"/> Residential Master Subdivision Plan (excludes exempt subdivisions)	Technical Review Committee (staff)

\*Quasi-Judicial Public Hearing: The Town Council cannot discuss the project prior to the public hearing.

The following is a description of the proposal (also see attached map(s) and/or plan sheet(s)):

Property request for rezone as MORR with conditional zoning. (Mixed use: office, residential, retail)

Estimated submittal date: November 1, 2019

## MEETING INFORMATION:

Property Owner(s) name(s): Brian Griffith of Friendship Coworking, LLC & Miuccio Trust

Applicant(s): Brian Griffith (acting as agent for both properties)

Contact information (email/phone): briandgriffith@outlook.com (preferred) / (919) 387-8775

Meeting Address: 2524 Kelly Road, Apex, NC 27502 in Shop at rear of property

Date of meeting\*\*: Monday, October 28, 2019

Time of meeting\*\*: 6PM - 8PM

## MEETING AGENDA TIMES:

Welcome: 6:00-6:10 PM Project Presentation: 6:10-6:20 PM Question & Answer: 6:20-8:00 PM

\*\*Meetings shall occur between 5:00 p.m.-9:00 p.m. on a Monday through Thursday (excluding Town recognized holidays). If you have questions about the general process for this application, please contact the Planning Department at 919-249-3426. You may also find information about the Apex Planning Department and on-going planning efforts at <http://www.apexnc.org/180/Planning>.



## 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: 2524 & 2604 Kelly Rd Zoning: Exist: RR, Proposed MORR-CZ

Location: 2524 & 2604 Kelly Rd, Apex, NC 27502

Property PIN(s): 07314330004, 0731424892 Acreage/Square Feet: 1.15 & 0.95

Property Owner: Brian Griffith (acting as agent for both parcels) & Miuccio Trust

Address: 2121 McKenzie Ridge Ln. (Miuccio: 2604 Kelly Rd)

City: Apex State: NC Zip: 27502

Phone: (919) 387-8775 Email: briandgriffith@outlook.com

Developer: N/A

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Engineer: Brian D. Griffith, AIA

Address: 2121 McKenzie Ridge Ln

City: Apex State: NC Zip: 27502

Phone: (919) 387-8775 Fax: \_\_\_\_\_ Email: briandgriffith@outlook.com

Builder (if known): N/A

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Please note that Town staff will not have complete information about a proposed development until the application is submitted for review. If you have a question about Town development standards and how they relate to the proposed development, please contact the appropriate staff person listed below.

### Town of Apex Department Contacts

Planning Department Main Number (Provide development name or location to be routed to correct planner)	(919) 249-3426
Parks, Recreation & Cultural Resources Department Angela Reincke, Parks Planner	(919) 249-7468
Public Works - Transportation Russell Dalton, Senior Transportation Engineer	(919) 249-3358
Water Resources Department Mike Deaton, Stormwater & Utility Engineering Manager Stan Fortier, Senior Engineer (Sedimentation & Erosion Control)	(919) 249-3413 (919) 249-1166
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 1<sup>st</sup> and 3<sup>rd</sup> Tuesdays of each month at 7:00 p.m. (except for holidays, see schedule of meetings at <http://www.apexnc.org/838/Agendas-Minutes>). You may also contact Town Council by e-mail at [AllCouncil@apexnc.org](mailto:AllCouncil@apexnc.org).

### **Private Agreements and Easement Negotiation:**

The Town of Apex cannot enforce private agreements between developers and neighbors and is not a party to the easement and right-of-way negotiation that occurs between developers and neighboring property owners for easements or rights-of-way that are necessary to build the project.

It is recommended that all private agreements be made in writing and that if a property owner feels it necessary, they should obtain private legal counsel in order to protect their interests in both private agreements and during easement negotiations. The only conditions that the Town of Apex can enforce are those conditions that are made a part of the conditional zoning of the property by agreement of the developer and the Town.

As an example, if a developer offers to build a fence for a neighbor to mitigate some impact, the Town can only enforce the construction of the fence if the fence becomes a condition of the rezoning. This would occur by the developer offering the condition as part of their conditional zoning application package or at the Town Council public hearing on the conditional zoning and the Town accepting it as a condition. Private agreements regarding a fence being constructed will not be enforced by the Town.

To request that any agreement with a developer is made a part of the conditional zoning at the time of approval, you may ask at the Town Council public hearing if the agreement is included in the conditions. If it is not, you may request that the Town Council not approve the rezoning without the agreement being included in the conditions (note that it is up to Town Council whether to approve or deny the rezoning but they cannot impose conditions that the applicant does not agree to add). The developer's proposed conditions can be viewed any time after a rezoning is submitted on the Interactive Development Map at: <http://apexnc.maps.arcgis.com/apps/OnePane/basicviewer/index.html?appid=fa9ba2017b784030b15ef4da27d9e795>

### **Documentation:**

Neighbors to a requested new development and/or rezoning are strongly encouraged to fully document (such as through dated photographs) the condition of their property before any work is initiated for the new development. Stormwater controls installed on developed property are not designed to and will likely not remove 100% of the soil particles transported by stormwater runoff. As a result, creeks and ponds could become cloudy for a period of time after rain events.



## COMMON CONSTRUCTION ISSUES & WHO TO CALL

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

**Noise & Hours of Construction:** Non-Emergency Police 919-362-8661

Noise from tree removal, grading, excavating, paving, and building structures is a routine part of the construction process. The Town generally limits construction hours from 7:00 a.m. to 8:30 p.m. so that there are quiet times even during the construction process. Note that construction outside of these hours is allowed with special permission from the Town when it makes more sense to have the construction occur at night, often to avoid traffic issues. In addition, the Town limits hours of blasting rock to Monday through Friday from 8:00 a.m. to 5:00 p.m. Report violations of construction hours and other noise complaints to the Non-Emergency Police phone number at 919-362-8661.

**Construction Traffic:** James Misciagno 919-372-7470

Construction truck traffic will be heavy throughout the development process, including but not limited to removal of trees from site, loads of dirt coming in and/or out of the site, construction materials such as brick and wood brought to the site, asphalt and concrete trucks come in to pave, etc. The Town requires a construction entrance that is graveled to try to prevent as much dirt from leaving the site as possible. If dirt does get into the road, the Town can require they clean the street (see "Dirt in the Road" below).

**Road Damage & Traffic Control:** Water Resources – Infrastructure Inspections 919-362-8166

There can be issues with roadway damage, roadway improvements, and traffic control. Potholes, rutting, inadequate lanes/signing/stripping, poor traffic control, blocked sidewalks/paths are all common issues that should be reported to Water Resources – Infrastructure Inspections at 919-249-3427. The Town will get NCDOT involved if needed.

**Parking Violations:** Non-Emergency Police 919-362-8661

Unless a neighbor gives permission, there should be no construction parking in neighbors' driveways or on their property. Note that parking in the right-of-way is allowed, but Town regulations prohibit parking within 15 feet of driveways so as not to block sight triangles. Trespassing and parking complaints should be reported to the Non-Emergency Police phone number at 919-362-8661.

**Dirt in the Road:** James Misciagno 919-372-7470

Sediment (dirt) and mud gets into the existing roads due to rain events and/or vehicle traffic. These incidents should be reported to James Misciagno. He will coordinate the cleaning of the roadways with the developer.

**Dirt on Properties or in Streams:** James Misciagno 919-372-7470  
Danny Smith [Danny.Smith@ncdenr.gov](mailto: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](mailto: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:** Mike Deaton 919-249-3413

Post-construction concerns related to Stormwater Control Measures (typically a stormwater pond) such as conversion and long-term maintenance should be reported to Mike Deaton at 919-249-3413.

**Electric Utility Installation:** Rodney Smith 919-249-3342

Concerns with electric utility installation can be addressed by the Apex Electric Utilities Department. Contact Rodney Smith at 919-249-3342.



**Zoning Legend:**

- PUD-CZ = Planned Urban Development
- TF-CZ = Tech / Flex Conditional Zoning
- MD-CZ = Medium Residential Conditional Zoning
- RA = Residential Agriculture
- RR = Rural Residential
- Proposed MORR-CZ = Mixed Use: Office, Retail, and Residential

- Page 136 -



Location of 2524 Kelly Road property and notification radius:





Location of 2604 Kelly Road property and notification radius:



# 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: 2524 Kelly Rd, Apex, NC 27502

Date of meeting: Monday, October 28, 2019 Time of meeting: 6:00 PM - 8:00 PM

Property Owner(s) name(s): Brian Griffith of Friendship Coworking, LLC

Applicant(s): Brian Griffith, Miuccio Trust

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.

	NAME/ORGANIZATION	ADDRESS	PHONE #	EMAIL	SEND PLANS & UPDATES
1.	Brian Griffith, Friendship Coworking	2121 McKenzie Ridge Ln, APEX, NC			
2.	Wayne Kenney	201 High Meadow Dr Apex 27501			
3.	Tony Miuccio	2604 Kelly Rd			
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					

Use additional sheets, if necessary.



# SUMMARY OF DISCUSSION FROM THE NEIGHBORHOOD MEETING

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

Property Owner(s) name(s): Brian Griffith, Miuccio Trust

Applicant(s): Brian Griffith

Contact information (email/phone): briandgriffith@outlook.com (preferred) / (919) 387-8775

Meeting Address: 2524 Kelly Rd, Apex, NC 27502

Date of meeting: October 28, 2019

Time of meeting: 6:00-8:00 PM

Please summarize the questions/comments and your response from the Neighborhood Meeting in the spaces below (attach additional sheets, if necessary). Please state if/how the project has been modified in response to any concerns. The response should not be "Noted" or "No Response". There has to be documentation of what consideration the neighbor's concern was given and justification for why no change was deemed warranted.

## Question/Concern #1:

Proposed location of water, sewer, and roadways of adjacent residential development?

## Applicant's Response:

Referred to publicly available plans by McAdams for West Village and Town of Apex Transportation map.

## Question/Concern #2:

Proposed use of 2524 parcel.

## Applicant's Response:

Use as coworking or office until future utilities and development made by others. Then parcel planned for redevelopment.

## Question/Concern #3:

Zoning / future development of immediate area.

## Applicant's Response:

Referred to Town of Apex current zoning map and 2045 zoning map.

## Question/Concern #4:

## Applicant's Response:



# AFFIDAVIT OF CONDUCTING A NEIGHBORHOOD MEETING, SIGN-IN SHEET AND ISSUES/RESPONSES SUBMITTAL

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

I, Brian Griffith, do hereby declare as follows:  
Print Name

1. I have conducted a Neighborhood Meeting for the proposed Rezoning, Major Site Plan, Master Subdivision Plan, or Special Use Permit in accordance with UDO Sec. 2.2.7 *Neighborhood Meeting*.
2. The meeting invitations were mailed to the Apex Planning Department, all property owners within 300 feet of the subject property and any neighborhood association that represents citizens in the area via first class mail a minimum of 10 days in advance of the Neighborhood Meeting.
3. The meeting was conducted at 2524 Kelly Rd, Apex, NC 27502 (location/address)  
on October 28, 2019 (date) from 6:00 PM (start time) to 8:00 PM (end time).
4. I have included the mailing list, meeting invitation, sign-in sheet, issue/response summary, and zoning map/reduced plans with the application.
5. I have prepared these materials in good faith and to the best of my ability.

10/29/2019

Date

By: 

Brian D. Griffith

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

Sworn and subscribed before me, Andria Franklin, a Notary Public for the above State and County, on this the 29 day of October, 2019.

SEAL



Andria Franklin  
Notary Public  
Andria Franklin  
Print Name

My Commission Expires: 4/16/2023

# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 2, 2020

## Item Details

Presenter: Shelly Mayo, Planner II

Department: Planning and Community Development

### Requested Motion

Motion to adopt a Resolution Directing the Town Clerk to Investigate Petition Received, to accept the Certificate of Sufficiency by the Town Clerk, and to adopt a Resolution Setting Date of Public Hearing on the Question of Annexation – Apex Town Council's intent to annex ATM Development, LLC (New Hill Holleman Road) property containing 0.981 acres located at 3036 New Hill Holleman Road, Annexation #685 into the Town's corporate limits.

### Approval Recommended?

Yes, by the Planning and Community Development Department.

### Item Details

The Town Clerk certifies to the investigation of said annexation. Adoption of the Resolution authorizes the Town Clerk to advertise said public hearing by electronic means and on the Town of Apex's website. The Public Hearing would be scheduled for the June 16, 2020 Town Council meeting.

### Attachments

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





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

Annexation Petition #685  
ATM Development, LLC (New Hill Holleman Road)

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

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

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

This the 2nd day of June 2020.

---

Jacques K. Gilbert  
Mayor

ATTEST:

---

Donna B. Hosch, MMC, NCCMC  
Town Clerk





CERTIFICATE OF SUFFICIENCY BY THE TOWN CLERK

Annexation Petition #685  
ATM Development, LLC (New Hill Holleman Road)

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

I, Donna B. Hosch, 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 2nd day of June 2020.

---

Donna B. Hosch, MMC, NCCMC  
Town Clerk

(Seal)

## PETITION FOR VOLUNTARY ANNEXATION

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

Application #: 685  
Fee Paid \$ 200

Submittal Date: 2/3/2020  
Check # 1002629484

### TO THE TOWN COUNCIL APEX, NORTH CAROLINA

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

### Owner Information

ATM Development, LLC Alonzo Wilson

0629 09 0986

Owner Name (Please Print)

Property PIN or Deed Book & Page #

919 924-6002

revawil@bellsouth.net

Phone

E-mail Address

Owner Name (Please Print)

Property PIN or Deed Book & Page #

Phone

E-mail Address

Owner Name (Please Print)

Property PIN or Deed Book & Page #

Phone

E-mail Address

### Surveyor Information

Surveyor: Rodney Morris

Phone: 919 465-1566

Fax: 919 465-1585

E-mail Address: remveyor@att.net

### Annexation Summary Chart

Total Acreage to be annexed:	<u>.981</u>	Reason for annexation: (select one)	
Population of acreage to be annexed:	<u>0</u>	Receive Town Services	<u></u>
Existing # of housing units:	<u>0</u>	Other (please specify)	<u>x</u>
Zoning District*:	<u>proposed MD</u>	Required by rezoning request	<u></u>

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

PETITION FOR VOLUNTARY ANNEXATION

Application #: 1085

Submittal Date: 2/3/2020

COMPLETE IF SIGNED BY INDIVIDUALS:

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

ALONZO WILSON

Please Print

ALONZO WILSON

Signature

Please Print

Signature

Please Print

Signature

Please Print

Signature

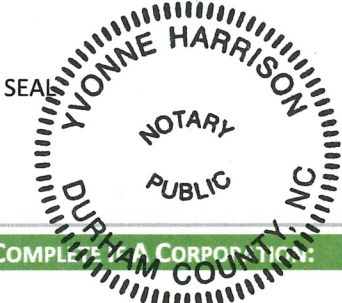
STATE OF NORTH CAROLINA  
COUNTY OF WAKE

Sworn and subscribed before me, ALONZO WILSON, a Notary Public for the above State and County,  
this the 30<sup>th</sup> day of January, 2020.

YVONNE HARRISON

Notary Public

My Commission Expires: 8-12-2020



COMPLETE FOR 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: \_\_\_\_\_



## DESCRIPTION OF ANNEXATION FOR ATM DEVELOPMENT, LLC

Located in Buckhorn Township, Wake County, North Carolina and being bounded on the west and north by AMH NC Development, LP as described in Deed Book 17296, Page 355 and Book of Maps 2017, Page 81; on the east by New Hill Holleman Road (SR 1127); and on the south by Mahvash Khorsand as described in Deed Book 8627, Page 2402; and being more particularly described as follows:

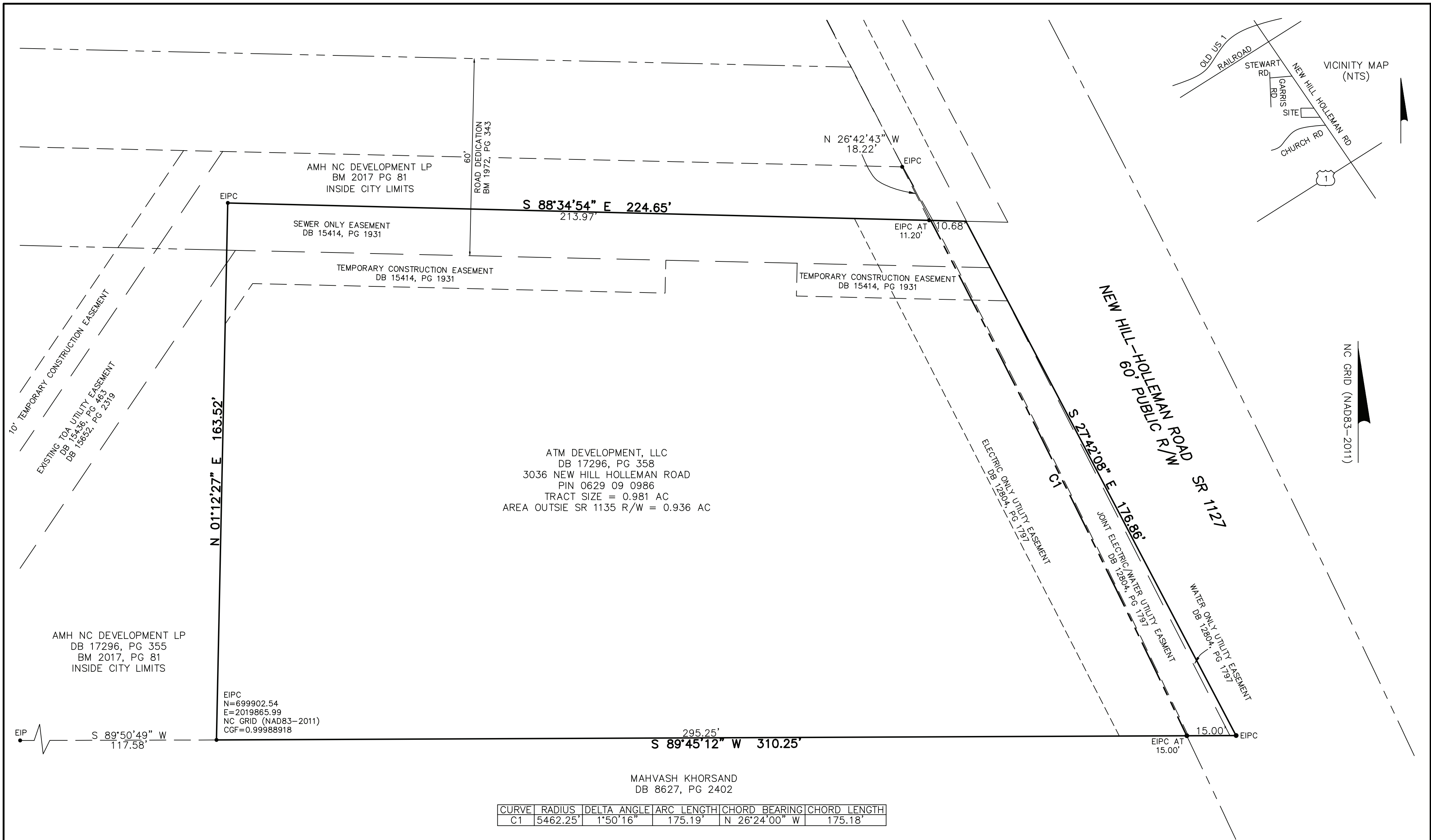
BEGINNING at an existing iron pipe w/cap at AMH NC Development, LP's corner and in Khorsand's north line having North Carolina State Plane Coordinates N=699902.54 E=2019865.99 (NAD 83-2011, CGF=0.99988918);

Thence N 01°12'27" E 163.52' along the east line of AMH NC Development, LP to an existing iron pipe w/cap ;

Thence S 88°34'54" E 224.65' along the south line of AMH NC Development, LP and passing an existing iron pipe w/cap at 233.45' to a point with the right of way of New Hill Holleman Road;

Thence S 27°42'08" E 176.86' within the right of way of New Hill Holleman Road to an existing iron pipe w/cap at Khorsand's northeast corner;

Thence S 89°45'12" W 310.25' along Khorsand's north line to the Point of Beginning, containing 0.981 acres, more less.



I, RODNEY E. MORRIS CERTIFY THAT THIS SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND.

I, RODNEY E. MORRIS, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION; (DEED DESCRIPTION RECORDED IN BOOK 17296, PAGE 358; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN - , PG - ; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY AS CALCULATED IS 1:10000; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH GS 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS DAY OF , AD, .

ANNEXATION # \_\_\_\_\_  
I DONNA B. HOSCH, MMC, NCCMC, TOWN CLERK APES, NORTH CAROLINA CERTIFY THIS A TRUE AND EXACT MAP OF ANNEXATION ADOPTED THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020, BY THE TOWN COUNCIL.  
I SET MY HAND AND SEAL OF THE TOWN OF APEX, \_\_\_\_\_.

DONNA B. HOSCH, MMC, NCCMC, TOWN CLERK

RECORDED IN BOOK OF MAPS 2020, PAGE



FILED FOR REGISTRATION

CHARLES B. GILLIAM  
REGISTER OF DEEDS  
WAKE COUNTY

BY: \_\_\_\_\_  
ASST/DEPUTY  
TIME \_\_\_\_\_

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	5462.25'	1°50'16"	175.19'	N 26°24'00" W	175.18'

LEGEND  
• EIP = EXISTING IRON PIPE  
• EIPC = EXISTING IRON PIPE W/ CAP

NOTES:  
AREAS ARE BY COORDINATES.  
GRID BEARINGS AND COORDINATES ARE BY VRS GPS  
OBSERVATIONS PERFORMED 11/03/17.  
THE EASEMENTS SHOWN HEREON ARE PLOTTED FROM THE DEEDS AS SHOWN.

REFERENCES  
DEED BOOK 17296, PAGE 358  
DEED BOOK 15652, PAGE 2319  
DEED BOOK 15436, PAGE 463  
DEED BOOK 15414, PAGE 1931  
DEED BOOK 12804, PAGE 1797



SATELLITE ANNEXATION MAP  
FOR THE TOWN OF APEX  
3036 NEW HILL HOLLEMAN ROAD

THOMPSON & ASSOCIATES, PA CO #C-343 1149 EXECUTIVE CIRCLE SUITE D, UNIT 2 CARY, NC 27511 919-465-1566 FAX (919) 465-1585	BUCKHORN TWP.		OWNER ATM DEVELOPMENT, LLC	
	WAKE CO.	NORTH CAROLINA	ZONED GB	PROPOSED: MD-CZ
	DATE 2/19/2020	DRAWN MTH,REM	JOB NO.	
	SCALE 1" = 20'	SURVEYED GRW,REM		
	DRAWING FOLEY-WILSON		PIN: 0629 09 0986	







[Home](#)

## Wake County Real Estate Data Account Summary

[iMaps](#)  
[Tax Bills](#)Real Estate ID **0021127**PIN # **0629090986**Location Address  
**3036 NEW HILL  
HOLLEMAN RD**Property Description  
**NEW HILL STEWART LD**Account  
Search  
[Pin/Parcel History](#) [Search Results](#) [New Search](#)[NORTH CAROLINA](#) [Account](#) | [Buildings](#) | [Land](#) | [Deeds](#) | [Notes](#) | [Sales](#) | [Photos](#) | [Tax Bill](#) | [Map](#)

Property Owner <b>ATM DEVELOPMENT LLC</b> (Use the Deeds link to view any additional owners)		Owner's Mailing Address <b>1609 WHITE OAK CHURCH RD</b> <b>APEX NC 27523-6066</b>		Property Location Address <b>3036 NEW HILL HOLLEMAN RD</b> <b>NEW HILL NC 27562-9244</b>	
<b>Administrative Data</b>		<b>Transfer Information</b>		<b>Assessed Value</b>	
Old Map #	<b>735-00000-0036</b>	Deed Date	<b>11/19/2018</b>	Land Value Assessed	<b>\$57,500</b>
Map/Scale	<b>0629 01</b>	Book & Page	<b>17296 0355</b>	Bldg. Value Assessed	<b>\$811</b>
VCS	<b>SWWC001</b>	Revenue Stamps	<b>90.00</b>	Tax Relief	
City		Pkg Sale Date	<b>11/19/2018</b>	Land Use Value	
Fire District	<b>23</b>	Pkg Sale Price	<b>\$45,000</b>	Use Value Deferment	
Township	<b>BUCKHORN</b>	Land Sale Date		Historic Deferment	
Land Class	<b>COMMERCL</b>	Land Sale Price		Total Deferred Value	
ETJ	<b>WC</b>	<b>Improvement Summary</b>			
Spec Dist(s)		Total Units	<b>0</b>	Use/Hist/Tax Relief	
Zoning	<b>GB</b>	Recycle Units	<b>0</b>	Assessed	
History ID 1		Apt/SC Sqft	<b>2,184</b>	Total Value Assessed*	<b>\$58,311</b>
History ID 2		Heated Area	<b>2,184</b>		
Acreage	<b>.88</b>				
Permit Date					
Permit #					

\*Wake County assessed building and land values reflect the market value as of January 1, 2020, which is the date of the last county-wide revaluation. Any inflation, deflation or other economic changes occurring after this date does not affect the assessed value of the property and cannot be lawfully considered when reviewing the value for adjustment.

The January 1, 2020 values will remain in effect until the next county-wide revaluation. Until that time, any real estate accounts created or new construction built is assessed according to the 2020 Schedule of Values.

For questions regarding the information displayed on this site, please contact the Department of Tax Administration at [Taxhelp@wakegov.com](mailto:Taxhelp@wakegov.com) or call 919-856-5400.



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

Annexation Petition #685  
ATM Development, LLC (New Hill Holleman Road)

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

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

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

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

Section 1. A public hearing on the question of annexation of the area described herein will be held at the Apex Town Hall at 6 o'clock p.m. on the 16th day of June 2020.

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

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

This the 2nd day of June 2020.

---

Jacques K. Gilbert, Mayor

ATTEST:

---

Donna B. Hosch, MMC, NCCMC, Town Clerk

## 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 #: 685  
Fee Paid \$ 200

Submittal Date: 2/3/2020  
Check # 1002629484

### TO THE TOWN COUNCIL APEX, NORTH CAROLINA

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

### Owner Information

ATM Development, LLC Alonzo Wilson

0629 09 0986

Owner Name (Please Print)

Property PIN or Deed Book & Page #

919 924-6002

revawil@bellsouth.net

Phone

E-mail Address

Owner Name (Please Print)

Property PIN or Deed Book & Page #

Phone

E-mail Address

Owner Name (Please Print)

Property PIN or Deed Book & Page #

Phone

E-mail Address

### Surveyor Information

Surveyor: Rodney Morris

Phone: 919 465-1566

Fax: 919 465-1585

E-mail Address: remveyor@att.net

### Annexation Summary Chart

Total Acreage to be annexed:	<u>.981</u>	Reason for annexation: (select one)	
Population of acreage to be annexed:	<u>0</u>	Receive Town Services	<u></u>
Existing # of housing units:	<u>0</u>	Other (please specify)	<u>x</u>
Zoning District*:	<u>proposed MD</u>	Required by rezoning request	<u></u>

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



PETITION FOR VOLUNTARY ANNEXATION

Application #: 1085

Submittal Date: 2/3/2020

COMPLETE IF SIGNED BY INDIVIDUALS:

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

ALONZO WILSON

Please Print

ALONZO WILSON

Signature

Please Print

Signature

Please Print

Signature

Please Print

Signature

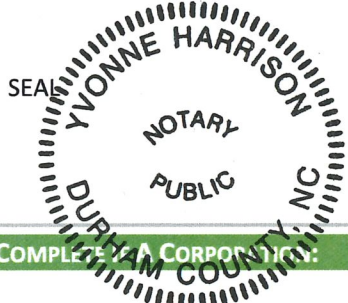
STATE OF NORTH CAROLINA  
COUNTY OF WAKE

Sworn and subscribed before me, ALONZO WILSON, a Notary Public for the above State and County,  
this the 30<sup>th</sup> day of January, 2020.

YVONNE HARRISON

Notary Public

My Commission Expires: 8-12-2020



COMPLETE FOR 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: \_\_\_\_\_

## DESCRIPTION OF ANNEXATION FOR ATM DEVELOPMENT, LLC

Located in Buckhorn Township, Wake County, North Carolina and being bounded on the west and north by AMH NC Development, LP as described in Deed Book 17296, Page 355 and Book of Maps 2017, Page 81; on the east by New Hill Holleman Road (SR 1127); and on the south by Mahvash Khorsand as described in Deed Book 8627, Page 2402; and being more particularly described as follows:

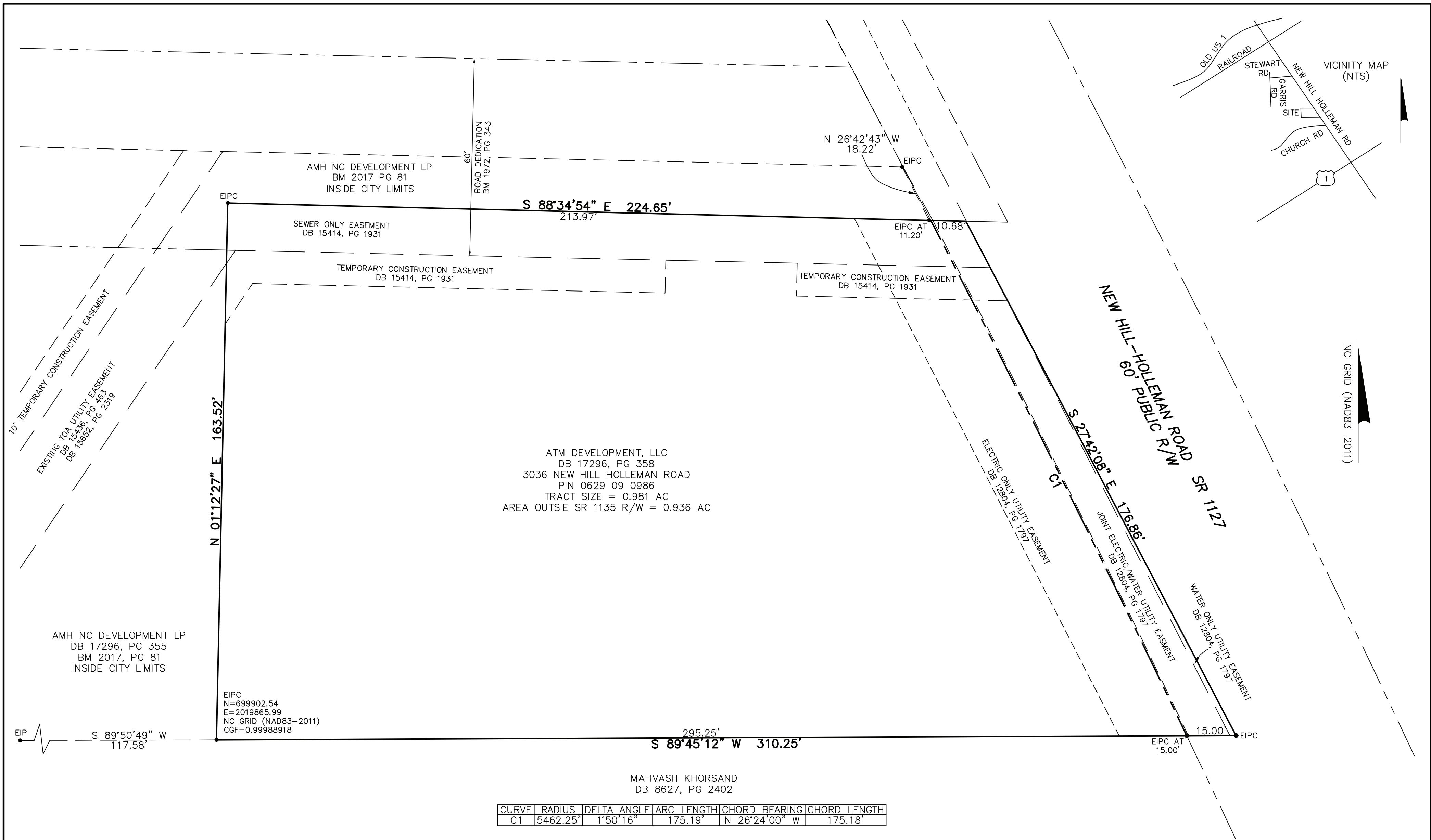
BEGINNING at an existing iron pipe w/cap at AMH NC Development, LP's corner and in Khorsand's north line having North Carolina State Plane Coordinates N=699902.54 E=2019865.99 (NAD 83-2011, CGF=0.99988918);

Thence N 01°12'27" E 163.52' along the east line of AMH NC Development, LP to an existing iron pipe w/cap ;

Thence S 88°34'54" E 224.65' along the south line of AMH NC Development, LP and passing an existing iron pipe w/cap at 233.45' to a point with the right of way of New Hill Holleman Road;

Thence S 27°42'08" E 176.86' within the right of way of New Hill Holleman Road to an existing iron pipe w/cap at Khorsand's northeast corner;

Thence S 89°45'12" W 310.25' along Khorsand's north line to the Point of Beginning, containing 0.981 acres, more less.



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I, RODNEY E. MORRIS, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION; (DEED DESCRIPTION RECORDED IN BOOK 17296, PAGE 358; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN - , PG - ; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY AS CALCULATED IS 1:10000; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH GS 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS DAY OF , AD, .

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I SET MY HAND AND SEAL OF THE TOWN OF APEX, \_\_\_\_\_.

DONNA B. HOSCH, MMC, NCCMC, TOWN CLERK

RECORDED IN BOOK OF MAPS 2020, PAGE



FILED FOR REGISTRATION

CHARLES B. GILLIAM  
REGISTER OF DEEDS  
WAKE COUNTY

BY: \_\_\_\_\_  
ASST/DEPUTY  
TIME \_\_\_\_\_

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	5462.25'	1°50'16"	175.19'	N 26°24'00" W	175.18'

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• EIP = EXISTING IRON PIPE  
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GRID BEARINGS AND COORDINATES ARE BY VRS GPS  
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REFERENCES  
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DEED BOOK 15652, PAGE 2319  
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DEED BOOK 15414, PAGE 1931  
DEED BOOK 12804, PAGE 1797



### SATELLITE ANNEXATION MAP FOR THE TOWN OF APEX 3036 NEW HILL HOLLEMAN ROAD

THOMPSON & ASSOCIATES, PA CO #C-343 1149 EXECUTIVE CIRCLE SUITE D, UNIT 2 CARY, NC 27511 919-465-1566 FAX (919) 465-1585	BUCKHORN TWP.		OWNER ATM DEVELOPMENT, LLC	
	WAKE CO.	NORTH CAROLINA	ZONED GB	PROPOSED: MD-CZ
	DATE 2/19/2020	DRAWN MTH,REM	JOB NO.	
	SCALE 1" = 20'	SURVEYED GRW,REM		
	DRAWING FOLEY-WILSON		PIN: 0629 09 0986	







*Apex  
Corporate  
Limits*

**Annexation #685**

*Wake County  
Jurisdiction*

Stewart Rd

Garris Rd

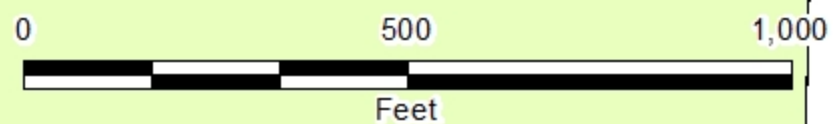
New Hill Holleman Rd

Church Rd

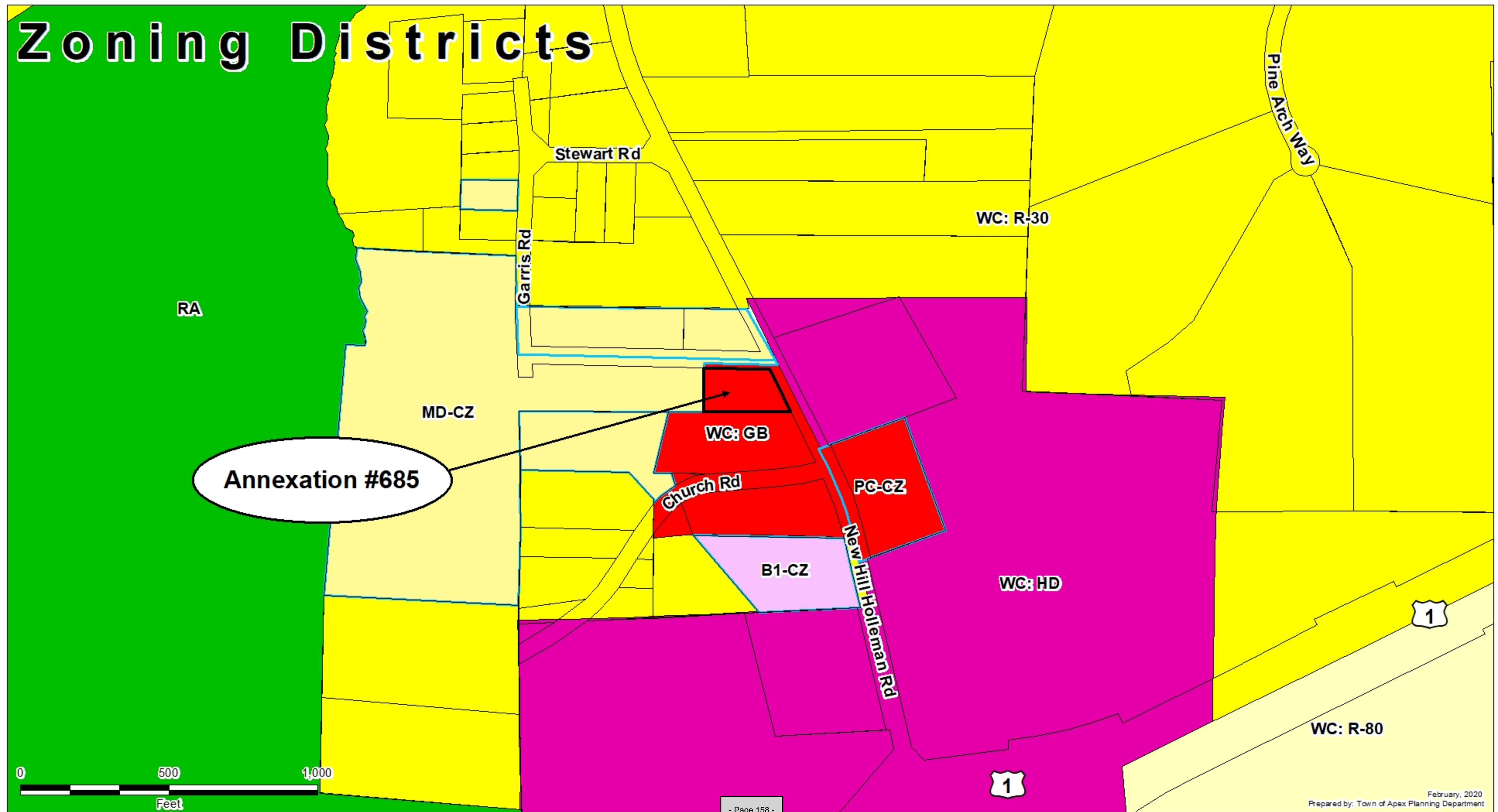
Pine Arch Way

US 1 Hwy SB  
US 1 Hwy NB

Us 1 Exit 89 Ramp Sb



# Zoning Districts





# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 2, 2020

## Item Details

Presenter(s): Shelly Mayo, Planner II

Department(s): Planning and Community Development Department

### Requested Motion

Motion to set the Public Hearing for the June 16, 2020 Town Council meeting regarding Rezoning Application #20CZ02 3036 New Hill Holleman Road and Ordinance. The applicant, Alonzo Wilson for ATM Development, seeks to rezone approximately 0.981 acres from Wake Co. GB to Medium Density-Conditional Zoning (MD-CZ). The proposed zoning is located at 3036 New Hill Holleman Road.

### Approval Recommended?

The Planning and Community Development Department recommends approval.

### Item Details

The following PIN is included in this rezoning: 0629-09-0986

### Attachments

- Vicinity Map
- Application









## PETITION TO AMEND THE OFFICIAL ZONING MAP & 2045 LAND USE MAP

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

Application #: 20CZ02 Submittal Date: 2/3/2020  
2045 LUM Amendment: N/A Fee Paid: \$900

### Project Information

Project Name: 3036 New Hill Holleman Road  
Address(es): 3036 New Hill Holleman Raod  
PIN(s): 0629 09 0986

Acreage: 981

Current Zoning: Wake Co. GB Proposed Zoning: Medium Density-Conditional Zoning

Current 2045 LUM Designation: Medium Density Residential

Proposed 2045 LUM Designation: Medium Density Residential

See next page for LUM Amendment.

If any portion of the project is shown as mixed use (3 or more stripes on the 2045 Land Use Map) provide the following:

Area classified as mixed use: Acreage: \_\_\_\_\_

Area proposed as non-residential development: Acreage: \_\_\_\_\_

Percent of mixed use area proposed as non-residential: Percent: \_\_\_\_\_

### Applicant Information

Name: Alonzo Wilson  
Address: 1609 White Oak Church Rd.  
City: Apex State: NC Zip: 27523  
Phone: 919 924-6002 E-mail: revawil@bellsouth.net

### Owner Information

Name: ATM Development, LLC  
Address: 1609 White Oak Church Rd.  
City: Apex State: NC Zip: 27523  
Phone: 919 924-6002 E-mail: revawil@bellsouth.net

### Agent Information

Name: Owner to act as own agent  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Other contacts: Thompson & Associates Randy Miller  
1149 Executive Cl. Suite D2 Cary, NC 27511  
919 465-1566 miller.pe@att.net

## PETITION INFORMATION

Application #:

20CZ02

Submittal Date:

2/3/2020

An application has been duly filed requesting that the property described in this application be rezoned from Wake Co. GB to MD-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. It is further understood and acknowledged that final plans for any specific development to be made pursuant to any such Conditional Zoning shall be submitted for site or subdivision plan approval. Use additional pages as needed.

### PROPOSED USES:

The Rezoned Lands may be used for, and only for, the uses listed immediately below. The permitted uses are subject to the limitations and regulations stated in the UDO and any additional limitations or regulations stated below. For convenience, some relevant sections of the UDO may be referenced; such references do not imply that other sections of the UDO do not apply.

1	See Attached	21	
2		22	
3		23	
4		24	
5		25	
6		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 #:

20CZ02

Submittal Date:

2/3/2020

## PROPOSED CONDITIONS:

The applicant hereby requests that the Town Council of the Town of Apex, pursuant to the Unified Development Ordinance, approve the Conditional Zoning for the above listed use(s) subject to the following condition(s). Use additional pages as needed.

See Attached

## 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.

Rezoning is consistent with the 2045 Land Use Map which designates the subject tract as Medium Density Residential.

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 rezoning for Medium Density Residential is compatible with the character of the surrounding land uses as the adjoining properties to the north and west of the subject tract are zoned Medium Density Residential.

20CZ02

3036 New Hill Holleman Rd.

Proposed Uses:

1. Single-family
2. Park, active
3. Park, passive
4. Greenway
5. Utility, minor
6. Accessory apartment
7. Family care home
8. Recreation facility, private

Rezoning Conditions:

Single-family residential:

1. Vinyl siding is not permitted; however, vinyl windows, decorative elements and trim are permitted.
2. Garage doors must have windows, decorative details or carriage-style adornments on them.
3. Eaves shall project at least 12 inches from the wall of the structure.
4. The visible side of a home on a corner lot facing the public street shall contain at least 3 decorative elements such as, but not limited to, the following elements:
  - Windows
  - Bay window
  - Recessed window
  - Decorative window
  - Trim around the window
  - Wrap around porch or side porch
  - Two or more building materials
  - Decorative brick/stone
  - Decorative trim
  - Decorative shake
  - Decorative gable
  - Decorative air vents on gable
  - Decorative cornice
  - Column
  - Portico
  - Balcony
  - Dormer
5. A varied color palette shall be utilized on homes throughout the subdivision, to include a minimum of three color families for siding and shall include varied trim, shutter and accent colors complementing the siding color.
6. House entrances for units with front-facing single-car garages shall have a prominent covered porch/stoop area leading to the front door.
7. The garage cannot protrude more than 1 foot out from the front façade or front porch.
8. The buffer along New Hill Holleman Road will be a Type A.
9. Homes will be pre-wired for solar panels.
10. A maximum of 4 single-family houses will be built on this property.
11. Access to the property shall be served from the public street (Brierhill Road) abutting the north property line and/or through the adjacent property to the south with access to Church Road and not served directly from New Hill Holleman Road.



## PETITION INFORMATION

Application #: 20CZ02 Submittal Date: 2/3/2020

3) Zoning district supplemental standards. The proposed Conditional Zoning (CZ) District use's compliance with Sec 4.4, Supplemental Standards, if applicable.

N/A Single Family Residential proposed for subject tract.

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.

Proposed rezoning for Medium Density Residential would have no adverse impacts on adjoining properties as the surrounding properties are also Zoned MD with single family residential use.

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 subject tract currently has a delapidated building and broken asphalt which would be removed. The rezoning to Medium Density Residential and would not deteriorate any water, air, wildlife, or other natural resource and would significantly improve any scenic resource.

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.

Proposed rezoning will have no impacts of public facilities. There are existing public roads and utilities in the area that were put in place to adequately serve the area for single family residential use.

7) *Health, safety, and welfare.* The proposed Conditional Zoning (CZ) District use's effect on the health, safety, or welfare of the residents of the Town or its ETJ.

The proposed rezoning would have no impact on the health, safety, or welfare of the residents of the Town as the rezoning would place the subject tract in the same zoning district as the surrounding area.

## PETITION INFORMATION

Application #: 20CZ02 Submittal Date: 2/3/2020

8) *Detrimental to adjacent properties.* Whether the proposed Conditional Zoning (CZ) District use is substantially detrimental to adjacent properties.

The proposed rezoning would not be detrimental to adjacent properties as the rezoning would place the subject tract in the same zoning district as adjoining properties.

9) *Not constitute nuisance or hazard.* Whether the proposed Conditional Zoning (CZ) District use constitutes a nuisance or hazard due to traffic impact or noise, or because of the number of persons who will be using the Conditional Zoning (CZ) District use.

The proposed rezoning and single family residential use would have minimal to no impact to adjoining properties as related to noise and/or traffic.

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 subject tract of the proposed rezoning will adhere to all requirements of the Ordinance as related to single-family use in the MD district.



# CERTIFIED LIST OF NEIGHBORING PROPERTY OWNERS

Application #: 20CZ02

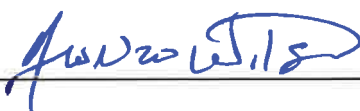
Submittal Date: 2/3/2020

Provide a certified list of property owners subject to this application and all property owners within 300' of the subject property and HOA Contacts.

	Owner's Name	PIN
1.	AMH NC Development	0619 99 5709
2.	Atm Development, LLC	0619 99 8325
3.	Duke Energy Progress, INC	0629 64 9092
4.	Stanley S. Evans	0619 99 3364
5.	Ina Myrtle Evans	0619 99 4436
6.		0619 99 4650
7.	Morrison Florence S Family Living	0629 09 2042
8.	Mahvash <del>Khorsand</del> KHORSAND	0629 09 1801
9.	Mark C. Maletta	0619 99 6238
10.		0619 99 6356
11.		0629 09 0376
12.	New Hill Community Center	0629 09 4695
13.	Marcus Wilson	0629 09 1566
14.	First Baptist Church of New Hill	0710 90 6318
15.	Town of Apex	0720 00 4004

I, ALONZO WILSON, certify that this is an accurate listing of all property owners and property owners within 300' of the subject property.


Date: 1-30-2020

By: 

COUNTY OF WAKE STATE OF NORTH CAROLINA

Sworn and subscribed before me, Alonzo Wilson, a Notary Public for the above State and County, on this the 30<sup>th</sup> day of January, 2020.



  
 Notary Public  
Yvonne HARRISON  
 Print Name

My Commission Expires: 8-12-2020

## AGENT AUTHORIZATION FORM

Application #: 20CZ02

Submittal Date: 2/3/2020

Alonzo Wilson (ATM Development, 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: 3036 New Hill Holleman Road

The agent for this project is: Alonzo Wilson

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

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

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Signature(s) of Owner(s)\*

Alonzo Wilson  
Alonzo Wilson

Type or print name

1-30-2020

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 #: 20CZ02

Submittal Date: 2/3/2020

The undersigned, Alonzo Wilson (ATM Development, 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 3036 New Hill Holleman Road and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").
2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.
3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated 11/19/2018, and recorded in the Wake County Register of Deeds Office on 11/19/2018, in Book 17296 Page 355.
4. If Affiant is the authorized agent of the owner(s) of the Property, Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).
5. If Affiant is the owner of the Property, from the time Affiant was deeded the Property on 11/19/2018, 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 11/19/2018, 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 30<sup>th</sup> day of Jan, 2020.

Alonzo Wilson  
ALONZO WILSON

(seal)

Type or print name

STATE OF NORTH CAROLINA  
COUNTY OF Durham

I, the undersigned, a Notary Public in and for the County of Durham, hereby certify that Alonzo Wilson, Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's Alonzo Wilson, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.



Yvonne Harrison  
Notary Public

State of North Carolina

My Commission Expires: 8-12-2020

## Legal Description for Rezoning Case 20CZ02 3036 New Hill Holleman Road

Located in Buckhorn Township, Wake County, North Carolina and being bounded on the west and north by AMH NC Development, LP as described in Deed Book 17296, Page 355 and Book of Maps 2017, Page 81; on the east by New Hill Holleman Road (SR 1127); and on the south by Mahvash Khorsand as described in Deed Book 8627, Page 2402; and being more particularly described as follows:

BEGINNING at an existing iron pipe w/cap at AMH NC Development, LP's corner and in Khorsand's north line having North Carolina State Plane Coordinates N=699902.54 E=2019865.99 (NAD 83-2011, CGF=0.99988918);

Thence N 01°12'27" E 163.52' along the east line of AMH NC Development, LP to an existing iron pipe w/cap ;

Thence S 88°34'54" E 224.65' along the south line of AMH NC Development, LP and passing an existing iron pipe w/cap at 233.45' to a point with the right of way of New Hill Holleman Road;

Thence S 27°42'08" E 176.86' within the right of way of New Hill Holleman Road to an existing iron pipe w/cap at Khorsand's northeast corner;

Thence S 89°45'12" W 310.25' along Khorsand's north line to the Point of Beginning, containing 0.981 acres, more less.



# 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.

December 11, 2019

Date

Dear Neighbor:

You are invited to a neighborhood meeting to review and discuss the development proposal at

3036 New Hill Holleman Rd. New Hill, NC 27562

0629090986

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. Once an application has been submitted to the Town, it may be tracked using the [Interactive Development Map](#) or the [Apex Development Report](#) located on the Town of Apex website at [www.apexnc.org](http://www.apexnc.org).

A Neighborhood Meeting is required because this project includes (check all that apply):

Application Type	Approving Authority
<input checked="" type="checkbox"/> Rezoning (including Planned Unit Development)	Town Council
<input type="checkbox"/> Major Site Plan	Town Council (QJPH*)
<input type="checkbox"/> Special Use Permit	Town Council (QJPH*)
<input type="checkbox"/> Residential Master Subdivision Plan (excludes exempt subdivisions)	Technical Review Committee (staff)

\*Quasi-Judicial Public Hearing: The Town Council cannot discuss the project prior to the public hearing.

The following is a description of the proposal (also see attached map(s) and/or plan sheet(s)):

Property to rezone to Medium Density (single family residential)

Estimated submittal date:

## MEETING INFORMATION:

Property Owner(s) name(s): ATM Development, LLC

Applicant(s): Alonzo Wilson

Contact information (email/phone): revawil@bellsouth.net/919-924-6002

Meeting Address: 3101 New Hill Holleman Rd. New Hill, NC 27539

Date of meeting\*\*: December 30, 2019

Time of meeting\*\*: 5:30-7:30 pm

## MEETING AGENDA TIMES:

Welcome: 5:30-5:40 Project Presentation: 5:40-5:50 Question & Answer: 5:50-7:30

\*\*Meetings shall occur between 5:00 p.m.-9:00 p.m. on a Monday through Thursday (excluding Town recognized holidays). If you have questions about the general process for this application, please contact the Planning Department at 919-249-3426. You may also find information about the Apex Planning Department and on-going planning efforts at <http://www.apexnc.org/180/Planning>.

# PROJECT CONTACT INFORMATION

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

## Development Contacts:

Project Name: 3036 New Hill Holleman Road Zoning: GB

Location: 3036 New Hill Holleman Road

Property PIN(s): 0629 09 0986 Acreage/Square Feet: 0.88 ac

Property Owner: ATM Development, LLC

Address: 1609 White Oak Church Road

City: Apex State: NC Zip: 27523

Phone: 919 924-6002 Email: revawil@bellsouth.net

Developer: same

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Engineer: Thompson & Associates

Address: 1149 Executive Ci. Suite D2

City: Cary State: NC Zip: 27511

Phone: 919 465-1566 Fax: 919 465-1585 Email: miller.pe@att.net

Builder (if known): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

**Please note that Town staff will not have complete information about a proposed development until the application is submitted for review. If you have a question about Town development standards and how they relate to the proposed development, please contact the appropriate staff person listed below.**

## Town of Apex Department Contacts

Planning Department Main Number (Provide development name or location to be routed to correct planner)	(919) 249-3426
Parks, Recreation & Cultural Resources Department Angela Reincke, Parks Planner	(919) 249-7468
Public Works - Transportation Russell Dalton, Senior Transportation Engineer	(919) 249-3358
Water Resources Department Mike Deaton, Stormwater & Utility Engineering Manager Stan Fortier, Senior Engineer (Sedimentation & Erosion Control)	(919) 249-3413 (919) 249-1166
Electric Utilities Division Rodney Smith, Electric Technical Services Manager	(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: 3101 New Hill Holloman Rd. New Hill, NC 27539  
 Date of meeting: 12-30-2019 Time of meeting: \_\_\_\_\_  
 Property Owner(s) name(s): ATM DEVELOPMENT, LLC  
 Applicant(s): ALONZO NELSON

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.

	NAME/ORGANIZATION	ADDRESS	PHONE #	EMAIL	SEND PLANS & UPDATES
1.	Paul Barth	3101 New Hill Holloman Rd			N
2.	Jackie Lee	520 Bayou Dr. Cary NC			Y
3.	Marilyn Lee	3504 New Hill-Holloman Rd New Hill, N.C. 27562			Yes
4.	Dixie Lee Newsome	500 Bayou Dr. Cary, NC 27513			yes
5.	Sheila Morgan	P.O. Box 10, New Hill, NC			yes
6.	<del>John M. J. J. J.</del> Victor Galloway	2909 New Hill Holloman Rd 3016 New Hill Holloman Rd New Hill, NC 27562			yes.
8.	Johnnie Judd	2916 Garbis Rd New Hill NC 27562			yes
9.	Stanley Evans	5128 Church Rd New Hill, NC			yes
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): ATM DEVELOPMENT, LLC

Applicant(s): ATM DEVELOPMENT, LLC

Contact information (email/phone): revawil@bellsouth.net

Meeting Address: 3101 New Hill Holleman Road New Hill, NC 27539

Date of meeting: 12-30-2019

Time of meeting: 5:30-7:30

Please summarize the questions/comments and your response from the Neighborhood Meeting in the spaces below (attach additional sheets, if necessary). Please state if/how the project has been modified in response to any concerns. The response should not be "Noted" or "No Response". There has to be documentation of what consideration the neighbor's concern was given and justification for why no change was deemed warranted.

Question/Concern #1:

How is property being developed?

Applicant's Response:

Property is proposed for single family detached homes.

Question/Concern #2:

Number units being built?

Applicant's Response:

We are asking for a medium density zoning, which is 6 units per acre.

Question/Concern #3:

What is future plan for New Hill Holleman Rd.

Applicant's Response:

Check with the Town of Apex to see what future thorough fare plan is.

Question/Concern #4:

Is housing low income (subsidized housing).

Applicant's Response:

No, this is not the intent of developer.



# 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, Alonzo Wilson, do hereby declare as follows:  
Print Name

1. I have conducted a Neighborhood Meeting for the proposed Rezoning, Major Site Plan, Master Subdivision Plan, or Special Use Permit in accordance with UDO Sec. 2.2.7 *Neighborhood Meeting*.
2. The meeting invitations were mailed to the Apex Planning Department, all property owners within 300 feet of the subject property and any neighborhood association that represents citizens in the area via first class mail a minimum of 10 days in advance of the Neighborhood Meeting.
3. The meeting was conducted at 3101 New Hill Holleman Rd-New Hill, NC (location/address) on 12/30/2019 (date) from 5:30 pm (start time) to 7:30 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.

\_\_\_\_\_  
Date

By: Alonzo Wilson

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

Sworn and subscribed before me, Alonzo Wilson, a Notary Public for the above State and County, on this the 30<sup>th</sup> day of January, 2020.



Yvonne Harrison  
Notary Public  
Yvonne Harrison  
Print Name

My Commission Expires: 8-12-2020

# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 02, 2020

## Item Details

Presenter(s): Lauren Staudenmaier, Planner I

Department(s): Planning and Community Development

### Requested Motion

Motion to set Public Hearing for the June 16, 2020 Town Council meeting regarding Rezoning Application #20CZ03 James Street. The applicant, Jones & Cossen Engineering, PLLC., seeks to rezone approximately 4.09 acres for the property located at 1200 James Street (PIN 0741789012), from Medium Density Residential (MD) to Tech/Flex-Conditional Zoning (TF-CZ).

### Approval Recommended?

The Planning and Community Development Department recommends approval.

### Item Details

### Attachments

- Vicinity Map
- Application









## PETITION TO AMEND THE OFFICIAL ZONING MAP & 2045 LAND USE MAP

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

Application #: 20CZ03 Submittal Date: 02/02/2020  
2045 LUM Amendment: \_\_\_\_\_ Fee Paid: \$900.00

### Project Information

Project Name: 1200 James Street  
Address(es): 1200 James Street, Apex, NC 27502  
PIN(s): 0741789012

Acreage: 4.09

Current Zoning: MD Proposed Zoning: TF-CZ

Current 2045 LUM Designation: Office Employment/Industrial Employment

Proposed 2045 LUM Designation: Office Employment/Industrial Employment

See next page for LUM Amendment.

If any portion of the project is shown as mixed use (3 or more stripes on the 2045 Land Use Map) provide the following:

Area classified as mixed use: Acreage: \_\_\_\_\_

Area proposed as non-residential development: Acreage: \_\_\_\_\_

Percent of mixed use area proposed as non-residential: Percent: \_\_\_\_\_

### Applicant Information

Name: Jones & Clossen Engineering, PLLC  
Address: PO Box 1062  
City: Apex State: NC Zip: 27502  
Phone: 919-387-1174 E-mail: patrick@jonesclossen.com

### Owner Information

Name: Cathleen and Kenneth Watson  
Address: 634 Blue Point Rd  
City: Holtsville State: NY Zip: 11742-1812  
Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

### Agent Information

Name: Peak City Partners LLC  
Address: 1330 Sunday Dr, Ste 105  
City: Raleigh State: NC Zip: 27607  
Phone: 919-210-1996 E-mail: vdhawan@greenhawkcorp.com

Other contacts: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**PETITION TO AMEND THE OFFICIAL ZONING MAP & 2045 LAND USE MAP**

Application #: \_\_\_\_\_ Submittal Date: \_\_\_\_\_

**2045 LAND USE MAP AMENDMENT (IF APPLICABLE)**

The applicant does hereby respectfully request the Town Council amend the 2045 Land Use Map. In support of this request, the following facts are shown:

The area sought to be amended on the 2045 Land Use Map is located at:

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Current 2045 Land Use Classification: \_\_\_\_\_

Proposed 2045 Land Use Classification: \_\_\_\_\_

What condition(s) justifies the passage of the amendment to the 2045 Land Use Map? Discuss the existing use classifications of the subject area in addition to the adjacent land use classifications. Use additional pages as needed.

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## PETITION INFORMATION

Application #: \_\_\_\_\_ Submittal Date: \_\_\_\_\_

An application has been duly filed requesting that the property described in this application be rezoned from MD 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. It is further understood and acknowledged that final plans for any specific development to be made pursuant to any such Conditional Zoning shall be submitted for site or subdivision plan approval. Use additional pages as needed.

## PROPOSED USES:

The Rezoned Lands may be used for, and only for, the uses listed immediately below. The permitted uses are subject to the limitations and regulations stated in the UDO and any additional limitations or regulations stated below. For convenience, some relevant sections of the UDO may be referenced; such references do not imply that other sections of the UDO do not apply.

1	See attached list	21	
2		22	
3		23	
4		24	
5		25	
6		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	



## **Tech/Flex Allowable Uses**

Day care facility  
Drop-in or short-term day care  
Government services  
School, public or private  
Transportation facility  
Veterinary clinic or hospital  
Vocational school  
Utility, minor  
Wireless support structure  
Wireless communication facility  
Greenway  
Park, passive  
Broadcasting station (radio and television)  
Radio and television recording studio  
Commissary  
Dispatching office  
Medical or dental office or clinic  
Medical or dental laboratory  
Office, business or professional  
Publishing office  
Research facility  
Artisan studio  
Health/fitness center or spa  
Personal services  
Printing and copying service  
Real estate sales  
Repair services, limited  
Retail sales, bulky goods  
Studio for art  
Tailor shop  
Upholstery shop  
Pet services  
Automotive accessory sales and installation  
Repair and maintenance, general  
Vehicle inspection center  
Vehicle sales and rental, light  
Building supplies, wholesale  
Laboratory, industrial research  
Machine or welding shop  
Warehousing  
Woodworking or cabinetmaking  
Wholesaling, general  
Brewery  
Distillery  
Manufacturing and processing, minor  
Microbrewery  
Microdistillery  
Restaurant, general  
Pilot plant  
Manufacturing and processing

Retail sales, general



## 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.

- Access to this parcel shall be served from Energy Drive. No direct access shall be permitted to Schieffelin Road or James Street.

-The "Broadcasting station (radio and television)" and "Radio and television recording studio" shall not use towers that exceed 30 feet in height.

- The "Building supplies, wholesale" use shall only be limited to indoor storage.

- The "Retail sales, bulky goods" use shall only be limited to indoor storage.

- The "Vehicle sales and rental, light" use shall only be limited to indoor storage.

- The parcel associated with Wake County PIN 0741789012 shall be incorporated in the non-residential Master Subdivision Plan for Schieffelin Industrial Park.

- Public art will be provided on site, by the developer, consistent with UDO section 8.4.5.

Please see attached list for Architectural Conditions.

### 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 District of Tech Flex is consistent with the 2045 Land Use Map designation of Office Employment or Industrial Employment.

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 uses are appropriate for its location given the commercial and industrial character of the area, situated between two commercial developments on Energy Dr and Investment Blvd. These uses are also compatible with the planned extension of the Apex Peakway along this property.

#### Architectural Conditions

1. Predominant exterior building materials shall be high quality, including brick, wood, stacked stone, other native stone, and tinted/textured concrete masonry units. Elevations of non-residential buildings facing public roadways and public areas within the development shall be constructed with similar materials
2. 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.
3. The rear elevations of non-residential buildings that are not visible from parking lots or public streets may include decorative concrete masonry, metal coping, or EIFS trim.
4. The proposed building(s) shall be compatible to the existing non-residential building elevations in the Peak City Business Park development.



## PETITION INFORMATION

Application #: \_\_\_\_\_ Submittal Date: \_\_\_\_\_

3) Zoning district supplemental standards. The proposed Conditional Zoning (CZ) District use's compliance with Sec 4.4, Supplemental Standards, if applicable.

All uses that fall within the supplemental standards will be consistent with the standards provided in the Town of Apex UDO.

4) *Design minimizes adverse impact.* The design of the proposed Conditional Zoning (CZ) District use's minimization of adverse effects, including visual impact of the proposed use on adjacent lands; and avoidance of significant adverse impacts on surrounding lands regarding trash, traffic, service delivery, parking and loading, odors, noise, glare, and vibration and not create a nuisance.

We have limited the uses to avoid adverse impacts to the surrounding properties as much as practical. The proposed uses' compatibility with the surrounding properties should minimize nuisances, and appropriate buffering will be provided to preserve any natural aesthetics.

5) *Design minimizes environmental impact.* The proposed Conditional Zoning District use's minimization of environmental impacts and protection from significant deterioration of water and air resources, wildlife habitat, scenic resources, and other natural resources.

This project will adhere to all required buffering, will be dedicating Resource Conservation Area and will be adhering to the Town of Apex stormwater requirements.

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 site will provide access from Energy Dr. to the south in order to avoid conflicts on existing Shieffelin Rd. The location provides good access to public infrastructure and emergency services. The uses will have no impact on the schools or public parks.

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 Tech Flex uses will provide additional opportunities for employment and service that will benefit the health and welfare of the citizens. The project should not have any effect on the safety of the citizens in the area.

## PETITION INFORMATION

Application #: \_\_\_\_\_ Submittal Date: \_\_\_\_\_

8) *Detrimental to adjacent properties.* Whether the proposed Conditional Zoning (CZ) District use is substantially detrimental to adjacent properties.

The Tech Flex uses are compatible with the LI uses of adjacent properties. The Tech Flex uses are anticipated to have a peak use time during the day minimizing the impacts to the residential properties.

9) *Not constitute nuisance or hazard.* Whether the proposed Conditional Zoning (CZ) District use constitutes a nuisance or hazard due to traffic impact or noise, or because of the number of persons who will be using the Conditional Zoning (CZ) District use.

Access will not be provided along Schieffelin Rd. or James St. in order to avoid traffic impacts on those streets.

The access provided on Energy Dr. should not have any adverse impacts on traffic due to its compatibility with the uses of the Peak City Business Park development.

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 uses have been limited to ensure this will be a quality project capable of meeting all the standards in the UDO.



**AGENT AUTHORIZATION FORM**

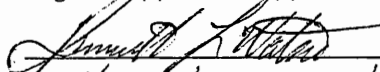
Application #: \_\_\_\_\_ Submittal Date: \_\_\_\_\_

Cathleen and Kenneth Watson \_\_\_\_\_ is the owner\* of the property for which the attached application is being submitted:

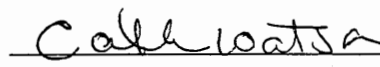
- ☐ Land Use Amendment
- ☒ Rezoning: For Conditional Zoning and Planned Development rezoning applications, this authorization includes express consent to zoning conditions that are agreed to by the Agent which will apply if the application is approved.
- ☐ Site Plan
- ☐ Subdivision
- ☐ Variance
- ☐ Other: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

The property address is: 1200 James StreetThe agent for this project is: Peak City Partners, LLC☐ I am the owner of the property and will be acting as my own agentAgent Name: Vaibhav DhawanAddress: 1330 Sunday Dr, Ste 105, Raleigh NC 27607Telephone Number: 919-210-1996E-Mail Address: vdhawan@greenhawkcorp.com

Signature(s) of Owner(s)\*

  
Kenneth L. Watson Type or print name

1-15-2020  
Date

  
Cathleen Watson Type or print name

1-15-2020  
Date

Attach additional sheets if there are additional owners.

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

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

**AFFIDAVIT OF OWNERSHIP**

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

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

The undersigned, VAIBHAV DHAWAN (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 1200 James Street, Apex NC 27502 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 30 day of JANUARY, 2020.

*Vaibhav Dhawan*

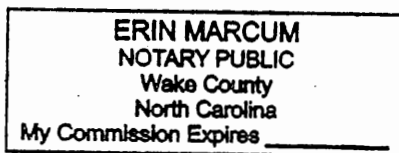
(seal)

VAIBHAV DHAWAN

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 Vaibhav Dhawan, Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's \_\_\_\_\_, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.



[NOTARY SEAL]

*[Signature]*

Notary Public

State of North Carolina

My Commission Expires: November 19, 2020



**AFFIDAVIT OF OWNERSHIP: EXHIBIT A – LEGAL DESCRIPTION**

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

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

Insert legal description below.

Beginning at an existing iron pipe labeled control corner at the southeast corner of Lot 12 as shown on Book of Maps 2004, Page 1194, Wake County Registry, thence from said Beginning point South  $71^{\circ}46'33''$  West 404.95 feet to a point on the eastern right of way of Schieffelin Road (Public Right of Way), thence with said right of way North  $15^{\circ}45'15''$  West 425.25 feet to a point at the intersection with the southern right of way of James Street (50' Private Right of Way), thence with said James Street right of way North  $72^{\circ}24'44''$  East 86.60 feet to a point, thence along a curve to the right having a radius of 777.25 feet, an arc length of 145.54 feet and a chord bearing and distance of North  $79^{\circ}29'15''$  East 145.33 feet to a point, thence North  $85^{\circ}15'09''$  East 96.33 feet to a point, thence leaving said right of way North  $87^{\circ}55'50''$  East 150.10 feet to an existing iron pipe, thence South  $44^{\circ}47'12''$  East 24.42 feet to an existing iron pipe, thence South  $01^{\circ}58'37''$  East 331.58 feet to the point and place of Beginning containing 4.09 Acres more or less as shown on Book of Maps 2004, Page 1194, Wake County Registry.

**CERTIFIED LIST OF NEIGHBORING PROPERTY OWNERS**

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

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

Provide a certified list of property owners subject to this application and all property owners within 300' of the subject property and HOA Contacts.

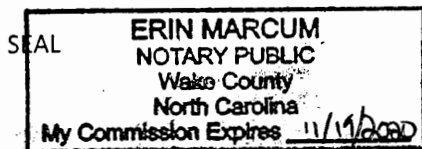
	Owner's Name	PIN
1.	See Attached List	
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		

I, PATRICK KIERMAN, certify that this is an accurate listing of all property owners and property owners within 300' of the subject property.

Date: 1/27/20By: *Patrick Kierman*

COUNTY OF WAKE STATE OF NORTH CAROLINA

Sworn and subscribed before me, Erin Marcum, a Notary Public for the above State and County, on this the 27<sup>th</sup> day of January, 2020.

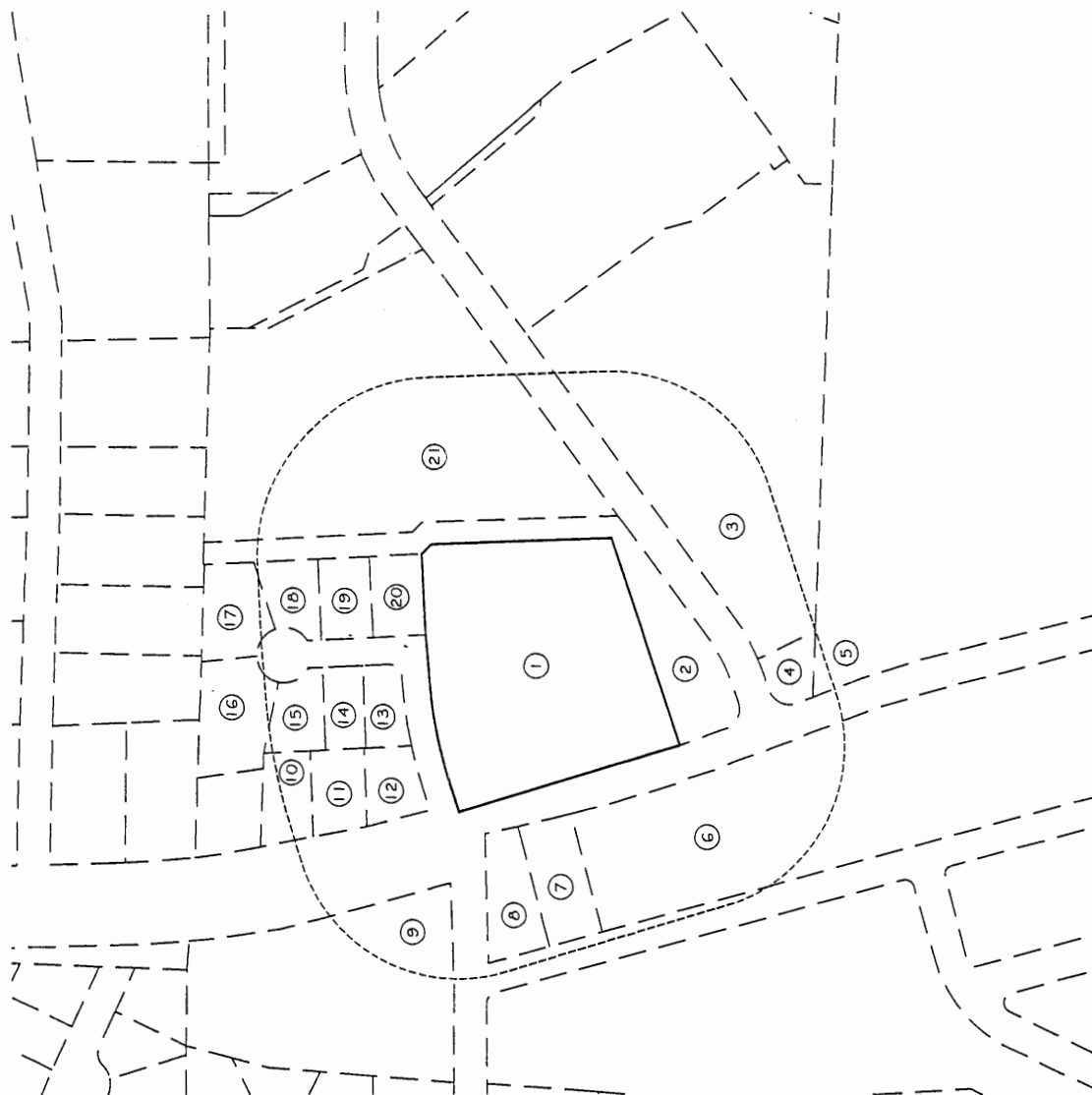


*Erin Marcum*  
Notary Public  
Erin Marcum  
Print Name

My Commission Expires: November 17, 2020



	A	B	C	D	E	F
1		1940 - 1200 James Street	Adjacent Property Owners			
2						
3	Parcel #	Name	Address I	Address II	City/State/Zip Code	Pin #
4	NA	TOWN OF APEX	PLANNING DEPT	PO BOX 250	APEX NC 27502	
5	1	KENNETH & CATHLEEN WATSON	634 BLUE POINT RD		HOLTSVILLE NY 11742-1812	0741789012
6	2	PEAK CITY PTNR LLC	MATT DESVERGERS	1330 SUNDAY DR STE 105	RALEIGH NC 27607-5196	0741778772
7	3	PEAK CITY PTNR LLC	MATT DESVERGERS	1330 SUNDAY DR STE 105	RALEIGH NC 27607-5196	0741874618
8	4	PEAK CITY PTNR LLC	MATT DESVERGERS	1330 SUNDAY DR STE 105	RALEIGH NC 27607-5196	0741779505
9	5	STATE OF NORTH CAROLINA	STATE PROPERTY OFFICE	116 W JONES ST	RALEIGH NC 27603-1300	0741875087
10	6	BRIARTAC FAMILY LLC	TONYA CUMALANDER, TRUSTEE	PO BOX 1055	FUQUAY VARINA NC 27526-1055	0741775014
11	7	BRIARTAC FAMILY LLC	TONYA CUMALANDER, TRUSTEE	PO BOX 1055	FUQUAY VARINA NC 27526-1055	0741774955
12	8	BRIARTAC FAMILY LLC	TONYA CUMALANDER, TRUSTEE	PO BOX 1055	FUQUAY VARINA NC 27526-1055	0741784046
13	9	HAZEL MARKHAM	1007 JAMES ST		APEX NC 27502-2137	0741783368
14	10	DELAMETER PROPERTIES LLC	105 FAIRCLOUD CT		CARY NC 27513-8806	0741786477
15	11	AMSDELL PROPERTIES LLC	105 FAIRCLOUD CT		CARY NC 27513-8806	0741786387
16	12	HUMMER DEVELOPMENT LLC	105 FAIRCLOUD CT		CARY NC 27513-8806	0741786297
17	13	DELAMETER PROPERTIES LLC	105 FAIRCLOUD CT		CARY NC 27513-8806	0741788239
18	14	HUMMER DEVELOPMENT LLC	105 FAIRCLOUD CT		CARY NC 27513-8806	0741788336
19	15	AMSDELL PROPERTIES LLC	105 FAIRCLOUD CT		CARY NC 27513-8806	0741788424
20	16	AKRON DEVELOPMENT LLC	105 FAIRCLOUD CT		CARY NC 27513-8806	0741788526
21	17	ANGIE GAERTNER	1209 JAMES ST		APEX NC 27502-2139	0741880507
22	18	AKRON DEVELOPMENT LLC	105 FAIRCLOUD CT		CARY NC 27513-8806	0741880445
23	19	NIKOLAI NASKOV & LYUDMILA TOMOVA	203 BELL ARTHUR DR		CARY NC 27519-6120	0741880336
24	20	KENNETH & CATHLEEN WATSON	634 BLUE POINT RD		HOLTSVILLE NY 11742-1812	0741880246
25	21	PEAK CITY PTNR LLC	MATT DESVERGERS	1330 SUNDAY DR STE 105	RALEIGH NC 27607-5196	0741883350





# 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.

January 8, 2020

Date

Dear Neighbor:

You are invited to a neighborhood meeting to review and discuss the development proposal at

1200 James Street

0741789012

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. Once an application has been submitted to the Town, it may be tracked using the [Interactive Development Map](#) or the [Apex Development Report](#) located on the Town of Apex website at [www.apexnc.org](http://www.apexnc.org).

A Neighborhood Meeting is required because this project includes (check all that apply):

Application Type	Approving Authority
<input checked="" type="checkbox"/> Rezoning (including Planned Unit Development)	Town Council
<input type="checkbox"/> Major Site Plan	Town Council (QJPH*)
<input type="checkbox"/> Special Use Permit	Town Council (QJPH*)
<input type="checkbox"/> Residential Master Subdivision Plan (excludes exempt subdivisions)	Technical Review Committee (staff)

\*Quasi-Judicial Public Hearing: The Town Council cannot discuss the project prior to the public hearing.

The following is a description of the proposal (also see attached map(s) and/or plan sheet(s)):

We are proposing to rezone this property from Medium Density Residential to Tech Flex-Conditional

Zoning. We have enclosed a list of the allowed uses for the Tech Flex zoning district.

Estimated submittal date: February 3, 2020

## MEETING INFORMATION:

Property Owner(s) name(s): Cathleen and Kenneth Watson

Applicant(s): Jones & Crossen Engineering, PLLC

Contact information (email/phone): patrick@jonescrossen.com, 919-387-1174

Meeting Address: Jones & Crossen Engineering, 221 N Salem St, Suite 001, Apex NC27502

Date of meeting\*\*: January 22, 2020

Time of meeting\*\*: 5:30 - 7:30 pm

## MEETING AGENDA TIMES:

Welcome: 5:30 pm Project Presentation: 5:35 pm Question & Answer: 6:00 pm

\*\*Meetings shall occur between 5:00 p.m.-9:00 p.m. on a Monday through Thursday (excluding Town recognized holidays). If you have questions about the general process for this application, please contact the Planning Department at 919-249-3426. You may also find information about the Apex Planning Department and on-going planning efforts at <http://www.apexnc.org/180/Planning>.

# 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: 1200 James Street Zoning: TF-CZ

Location: 1200 James Street, Apex NC 27502

Property PIN(s): 0741789012 Acreage/Square Feet: 4.09

Property Owner: Cathleen and Kenneth Watson

Address: 634 Blue Point Rd

City: Holtsville State: NY Zip: 11742-1812

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Developer: Peak City Partners LLC

Address: 1330 Sunday Dr, Ste 105

City: Raleigh State: NC Zip: 27607

Phone: 919-210-1996 Fax: \_\_\_\_\_ Email: vdhawan@greenhawkcorp.com

Engineer: Patrick Kiernan, Jones & Cnossen Engineering, PLLC

Address: PO Box 1062

City: Apex State: NC Zip: 27502

Phone: 919-387-1174 Fax: 919-387-3375 Email: patrick@jonescnossen.com

Builder (if known): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Please note that Town staff will not have complete information about a proposed development until the application is submitted for review. If you have a question about Town development standards and how they relate to the proposed development, please contact the appropriate staff person listed below.

## Town of Apex Department Contacts

Planning Department Main Number (Provide development name or location to be routed to correct planner)	(919) 249-3426
Parks, Recreation & Cultural Resources Department Angela Reincke, Parks Planner	(919) 249-7468
Public Works - Transportation Russell Dalton, Senior Transportation Engineer	(919) 249-3358
Water Resources Department Mike Deaton, Stormwater & Utility Engineering Manager	(919) 249-3413
Stan Fortier, Senior Engineer (Sedimentation & Erosion Control)	(919) 249-1166
Electric Utilities Division Rodney Smith, Electric Technical Services Manager	(919) 249-3342



## **Tech/Flex Allowable Uses**

Security or caretaker quarters  
Assembly hall, nonprofit  
Assembly hall, for-profit  
Church or place of worship  
Day care facility  
Drop-in or short-term day care  
Government services  
School, public or private  
Transportation facility  
Veterinary clinic or hospital  
Vocational school  
Utility, minor  
Wireless support structure  
Wireless communication facility  
Botanical garden  
Entertainment, indoor  
Greenway  
Park, active  
Park, passive  
Youth or day camps  
Broadcasting station (radio and television)  
Radio and television recording studio  
Commissary  
Dispatching office  
Medical or dental office or clinic  
Medical or dental laboratory  
Office, business or professional  
Publishing office  
Research facility  
Artisan studio  
Convenience store  
Convenience store with gas sales  
Glass sales  
Grocery, general  
Grocery, specialty  
Health/fitness center or spa  
Kennel  
Monument sales, retail  
Personal service  
Printing and copying service  
Real estate sales  
Repair services, limited  
Retail sales, bulky goods  
Self-service storage  
Studio for art  
Tailor shop

Upholstery shop  
Pet services  
Automotive accessory sales and installation  
Automotive paint or body shop  
Repair and maintenance, general  
Vehicle inspection center  
Vehicle sales and rental, light  
Building supplies, wholesale  
Laboratory, industrial research  
Machine or welding shop  
Warehousing  
Woodworking or cabinetmaking  
Wholesaling, general  
Brewery  
Distillery  
Manufacturing and processing, minor  
Microbrewery  
Microdistillery  
Communication tower, commercial  
Communication tower, constructed stealth  
Communication tower, camouflage stealth  
Communication tower, public safety  
Arena, auditorium, or stadium  
Entertainment, outdoor  
Restaurant, general  
Pilot plant  
Manufacturing and processing  
Retail sales, general





# 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: Jones & Clossen Engineering, 221 N. Salem St., Suite 001 Apex 27502  
 Date of meeting: January 22, 2020 Time of meeting: 5:30 - 7:30 pm  
 Property Owner(s) name(s): Cathleen and Kenneth Watson  
 Applicant(s): Jones & Clossen Engineering, PLLC

Please print your name below, state your address and/or affiliation with a neighborhood group, and provide your phone number and email address. Providing your name below does not represent support or opposition to the project; it is for documentation purposes only.

	NAME/ORGANIZATION	ADDRESS	PHONE #	EMAIL	SEND PLANS & UPDATES
1.	PATRICK ROST	105 FAIRBANK CT	919 747 1669	PATR.ROST@CPOFNC.COM	X
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					

Use additional sheets, if necessary.



## SUMMARY OF DISCUSSION FROM THE NEIGHBORHOOD MEETING

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

Property Owner(s) name(s): Cathleen and Kenneth Watson

Applicant(s): Jones & Cnossen Engineering, PLLC

Contact information (email/phone): patrick@jonescnossen.com/919-387-1174

Meeting Address: Jones & Cnossen Engineering, 221 N. Salem St., Suite 001, Apex NC 27502

Date of meeting: January 22, 2020 Time of meeting: 5:30 - 7:30 pm

Please summarize the questions/comments and your response from the Neighborhood Meeting in the spaces below (attach additional sheets, if necessary). Please state if/how the project has been modified in response to any concerns. The response should not be "Noted" or "No Response". There has to be documentation of what consideration the neighbor's concern was given and justification for why no change was deemed warranted.

### Question/Concern #1:

When will this rezoning go to the Town Council?

#### Applicant's Response:

We're submitting the Rezoning on February 3 and it generally takes about 3 months for staff review, Planning Board and Council meeting. Notices of the public hearing(s) will be mailed by the Town of Apex to the neighboring property owners, and a sign will be posted on the property following the submittal of this petition.

### Question/Concern #2:

Will there be access off James Street that could affect the residential properties to the north?

#### Applicant's Response:

At the pre-application meeting with Town staff, it was discussed that access would not be allowed from James Street or Schiefflin Road. Access will only be provided from the South on Energy Drive

### Question/Concern #3:

Water is currently backing up from the existing pond onto several properties north of James Street. That neighbor expressed interest in working with the developer and the Town on a solution to better direct storm drainage.

#### Applicant's Response:

The existing pond will be analyzed for potential environmental and stormwater impacts. It is possible that the pond would be drained and allowed to reform as a natural, continuous channel which would alleviate some of water backing up across James St.

### Question/Concern #4:

Are there any uses the developer would consider leaving out?

#### Applicant's Response:

We can give any uses that the neighboring property owner would like excluded to the developer for consideration. The property owner will email a list of the uses they'd like excluded to Jones & Cnossen Engineering.

# AFFIDAVIT OF CONDUCTING A NEIGHBORHOOD MEETING, SIGN-IN SHEET AND ISSUES/RESPONSES SUBMITTAL

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

I, Patrick Kiernan, do hereby declare as follows:

Print Name

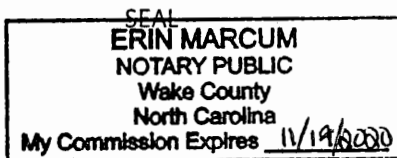
1. I have conducted a Neighborhood Meeting for the proposed Rezoning, Major Site Plan, Master Subdivision Plan, or Special Use Permit in accordance with UDO Sec. 2.2.7 *Neighborhood Meeting*.
2. The meeting invitations were mailed to the Apex Planning Department, all property owners within 300 feet of the subject property and any neighborhood association that represents citizens in the area via first class mail a minimum of 10 days in advance of the Neighborhood Meeting.
3. The meeting was conducted at 221 N. Salem St., Suite 001, Apex NC 27502 (location/address) on January 22, 2020 (date) from 5:30 pm (start time) to 7:30 pm (end time).
4. I have included the mailing list, meeting invitation, sign-in sheet, issue/response summary, and zoning map/reduced plans with the application.
5. I have prepared these materials in good faith and to the best of my ability.

1/27/20  
Date

By: Patrick Kiernan

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

Sworn and subscribed before me, Erin Marcum, a Notary Public for the above State and County, on this the 27<sup>th</sup> day of January, 2020.



Erin Marcum  
Notary Public  
Erin Marcum  
Print Name

My Commission Expires: November 19, 2020

# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 2, 2020

## Item Details

Presenter: Dianne Khin, Director of Planning and Community Development

Department: Planning and Community Development

### Requested Motion

Motion to adopt a Resolution Directing the Town Clerk to Investigate Petition Received, to accept the Certificate of Sufficiency by the Town Clerk, and to adopt a Resolution Setting Date of Public Hearing on the Question of Annexation – Apex Town Council's intent to annex Jason Lucia and Trish Klenow (1121 Twin Creek Road) property containing 2.938 acres located at 1121 Twin Creek Road, Annexation #689 into the Town's corporate limits.

### Approval Recommended?

Yes, by the Planning and Community Development Department.

### Item Details

The Town Clerk certifies to the investigation of said annexation. Adoption of the Resolution authorizes the Town Clerk to advertise said public hearing by electronic means and on the Town of Apex's website. The Public Hearing would be scheduled for the June 16, 2020 Town Council meeting.

### Attachments

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







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

Annexation Petition #689  
1121 Twin Creek Road

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

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

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

This the 2nd day of June 2020.

---

Jacques K. Gilbert  
Mayor

ATTEST:

---

Donna B. Hosch, MMC, NCCMC  
Town Clerk



CERTIFICATE OF SUFFICIENCY BY THE TOWN CLERK

Annexation Petition #689  
1121 Twin Creek Road

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

I, Donna B. Hosch, 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 2nd day of June 2020.

\_\_\_\_\_  
Donna B. Hosch, MMC, NCCMC  
Town Clerk

(Seal)

## PETITION FOR VOLUNTARY ANNEXATION

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

Application #: 689  
Fee Paid: \$ 200

Submittal Date: 4/15/2020 recd 4/17/20  
Check #: 2113

### TO THE TOWN COUNCIL APEX, NORTH CAROLINA

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

### Owner Information

Jason Lucia	0743.03-12-3138
Owner Name (Please Print)	Property PIN or Deed Book & Page #
919-917-3500	accounts@jlucia.com
Phone	E-mail Address
Trish Klenow	0743.03-12-3138
Owner Name (Please Print)	Property PIN or Deed Book & Page #
713-419-4118	accounts@jlucia.com
Phone	E-mail Address
Owner Name (Please Print)	Property PIN or Deed Book & Page #
Phone	E-mail Address

### Surveyor Information

Surveyor: Robinson & Plante, PC

Phone: 919-859-6030 Fax: 919-859-6032

E-mail Address: buddy@robinsonplante.com

### Annexation Summary Chart

Property Information		Reason(s) for annexation (select all that apply)	
Total Acreage to be annexed:	<u>2.938</u>	Need water service due to well failure	<input checked="" type="checkbox"/>
Population of acreage to be annexed:	<u>3</u>	Need sewer service due to septic system failure	<input type="checkbox"/>
Existing # of housing units:	<u>1</u>	Water service (new construction)	<input type="checkbox"/>
Proposed # of housing units:	<u>1</u>	Sewer service (new construction)	<input type="checkbox"/>
Zoning District*:	<u>RR</u>	Receive Town Services	<input checked="" type="checkbox"/>

\*If the property to be annexed is not within the Town of Apex's Extraterritorial Jurisdiction, the applicant must also submit a rezoning application with the petition for voluntary annexation to establish an Apex zoning designation. Please contact the Planning Department at 919-249-3426 for questions.



# PETITION FOR VOLUNTARY ANNEXATION

Application #: 2020-032

Submittal Date: recd 4/17/20

## COMPLETE IF SIGNED BY INDIVIDUALS:

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

Jason Lucia

Please Print

Signature

Trish Klenow

Please Print

Signature

Please Print

Signature

Please Print

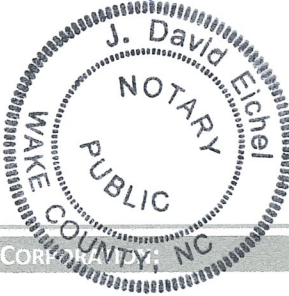
Signature

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

Sworn and subscribed before me, J. David Eichel, a Notary Public for the above State and County,  
this the 15th day of April, 2020.

Notary Public

SEAL



My Commission Expires: 06/17/2024

## COMPLETE IF A CORPORATION:

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

Corporate Name \_\_\_\_\_

SEAL

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

President (Signature)

Attest: \_\_\_\_\_

Secretary (Signature) \_\_\_\_\_

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

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

Notary Public

SEAL

My Commission Expires: \_\_\_\_\_

Beginning at an existing rebar on the western right of way of Twin Creek Road (SR 3028)(60' Public Right of Way), said existing rebar being South 00°42'40" West 394.11 feet from an existing iron pipe on the western right of way of Twin Creek Road (SR 3028)(60' Public Right of Way) having N.C. Grid Coordinates (NAD83/2011) of N=732,658.11 and E=2,041,535.89 as shown on Book of Maps 2017, Page 1294 Wake County Registry, thence from said Beginning point, leaving said right of way S 85°03'04" East 30.08 feet to a point in the right of way of Twin Creek Road (SR 3028)(60' Public Right of Way), thence South 00°42'40" West 260.35 feet to a point in the right of way of Twin Creek Road (SR 3028)(60' Public Right of Way), thence along a curve to the left having a radius of 357.33 feet, an arc length of 34.31 feet, and a chord bearing and distance of South 02°02'22" East 34.29 feet to a point in the right of way of Twin Creek Road (SR 3028)(60' Public Right of Way), thence North 79°54'42" West 37.26 feet to an existing rebar on the western right of way of Twin Creek Road (SR 3028)(60' Public Right of Way), thence leaving said right of way North 79°54'42" West 354.14 feet to an existing iron pipe, thence North 00°46'06" East 408.02 feet to an existing rebar, thence South 58°51'31" East 336.04 feet to a sanitary sewer manhole, thence South 85°03'04" East 64.55 feet to the point and place of Beginning containing 2.938 Acres more or less.

I, DONNA B. HOSCH, MMC, NCCMC, TOWN CLERK, APEX, NORTH CAROLINA CERTIFY THIS A TRUE AND EXACT MAP OF ANNEXATION ADOPTED THE \_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_, BY THE TOWN COUNCIL. I SET MY HAND AND SEAL OF THE TOWN OF APEX, \_\_\_\_\_ DAY / \_\_\_\_\_ MONTH / \_\_\_\_\_ YEAR \_\_\_\_\_

ROCKWOOD CT

CURWOOD DR

LITTLEVILLE DR

HORNWOOD WAY

WESTWOOD DR

OLD JONES RD

TWP CREEK RD

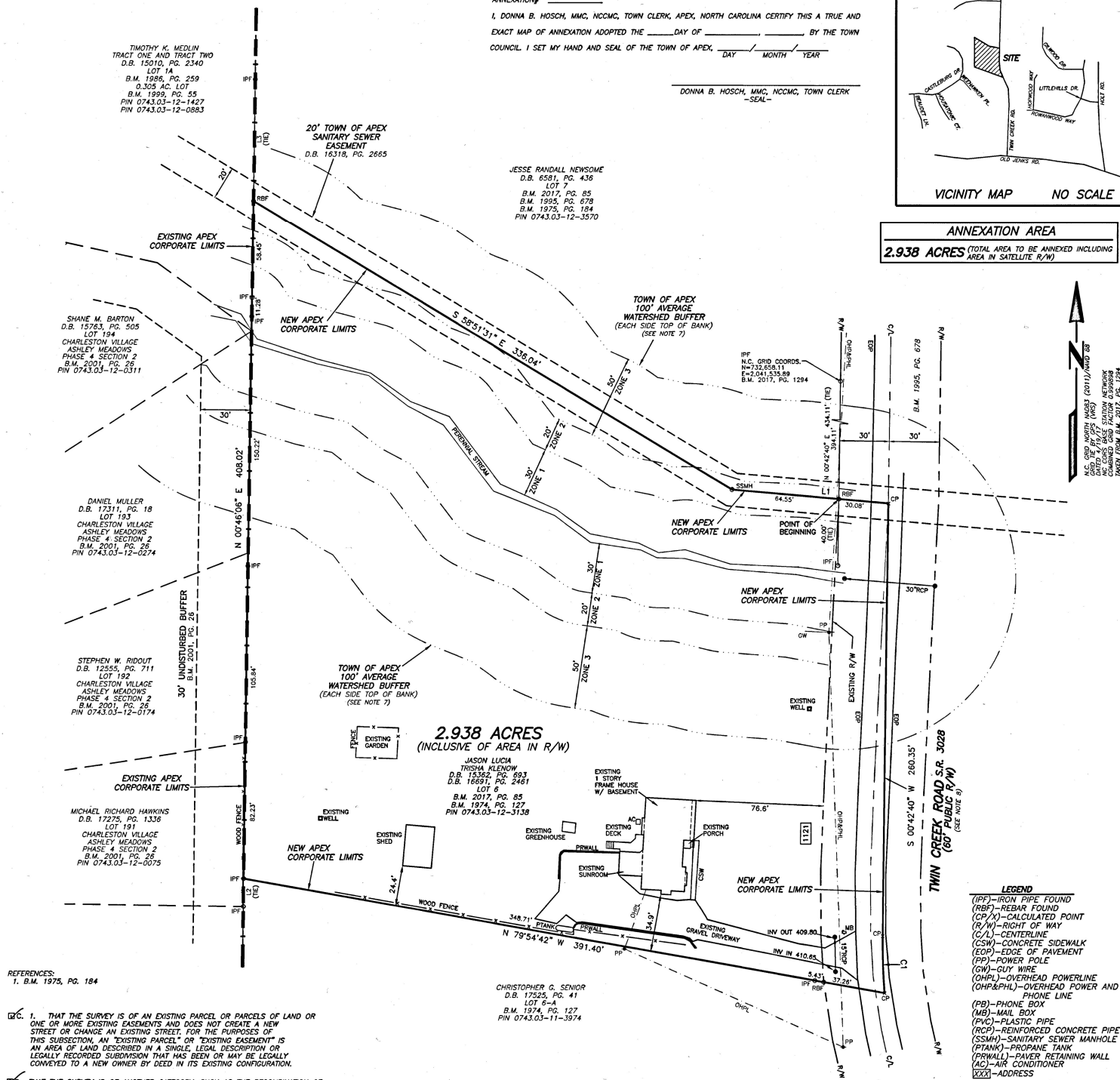
SITE

N

VICINITY MAP

NO SCALE

**ANNEXATION AREA**  
**2.938 ACRES** (TOTAL AREA TO BE ANNEXED INCLUDING  
AREA IN SATELLITE R/W)



REFERENCES:  
1. B.M. 1975. PG. 184

1. THAT THE SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND OR ONE OR MORE EXISTING EASEMENTS AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET. FOR THE PURPOSES OF THIS SUBSECTION, AN "EXISTING PARCEL" OR "EXISTING EASEMENT" IS AN AREA OF LAND DESCRIBED IN A SINGLE, LEGAL DESCRIPTION OR LEGALLY RECORDED SUBDIVISION THAT HAS BEEN OR MAY BE LEGALLY CONVEYED TO A NEW OWNER BY DEED IN ITS EXISTING CONFIGURATION.

☒ D. 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.

NORTH CAROLINA  
WAKE COUNTY

STUART F. PLANTÉ III CERTIFY THAT THIS PLAT WAS DRAWN  
UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION,  
DESCRIPTION  
THE BOUNDARIES NOT SURVEYED ARE DASHED AND DRAWN FROM  
REFERENCES AS SHOWN; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY  
AS CALCULATED IS  $\pm 0.13$  IN; THAT THIS PLAT WAS PREPARED  
IN ACCORDANCE WITH G.S. 47-30 AS AMENDED, WITNESS MY ORIGINAL  
SIGNATURE, LICENSE NUMBER AND SEAL THIS 15th DAY OF APRIL, 2020 A.D.,

Stuart E. Plant III PROFESSIONAL LAND SURVEYOR  
LICENSE NO. L-4432



OWNERS:  
JASON LUCIA  
TRISHA KLENOW  
1121 TWIN CREEK ROAD  
APEX, NC 27523

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 85°03'04" E	94.63
L2	S 00°46'06" W	16.66
L3	N 00°46'06" E	23.19

CURVE TABLE						
CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BRG
C1	5°30'03"	152.33'	34.31'	34.20'	17.17'	S. 02°02'22" E.

CONTIGUOUS ANNEXATION MAP FOR  
THE TOWN OF APEX

**ROBINSON & PLANTE, P.C.**  
LAND SURVEYING  
C-2687  
970 TRINITY ROAD  
RALEIGH, NC 27607  
PHONE: (919)859.6030 FAX: (919)859-6032

SURVEY DATE: 10-23-19	SURVEYED BY: RE
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SCALE: 1"=40'	DRAWN BY: HS
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CHECKED & CLOSURE BY: SEP	FILE: TWINCRKANNE
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ZONE: RR P.I.N.: 0743.03-12-3138

NOTE: ENCLOSURE WAS DISTRIBUTED BY THE COMPASS METHOD. THE DISTANCES ON THIS MAP ARE ADJUSTED HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED. ALL AREA CALCULATED BY COORDINATE COMPUTATION.



SCALE IN FEET



Sutton Place

Annexation #689

Castleburg Dr

Charleston  
Village

Battery Bee Ln

Cumberland Gap Ct

Weehawken Pl

Twin Creek Rd

Kirkstone Way

Gilwood Dr

Middleton

May 2020  
January 2020 Aerial Photography  
Prepared by: Town of Apex Planning Department

0 250 500  
Feet



[Home](#)

## Wake County Real Estate Data Account Summary

[iMaps](#)  
[Tax Bills](#)Real Estate ID **0021127**PIN # **0629090986**Location Address  
**3036 NEW HILL  
HOLLEMAN RD**Property Description  
**NEW HILL STEWART LD**Account  
Search  
[Pin/Parcel History](#) [Search Results](#) [New Search](#)[NORTH CAROLINA](#) [Account](#) | [Buildings](#) | [Land](#) | [Deeds](#) | [Notes](#) | [Sales](#) | [Photos](#) | [Tax Bill](#) | [Map](#)

Property Owner <b>ATM DEVELOPMENT LLC</b> (Use the Deeds link to view any additional owners)		Owner's Mailing Address <b>1609 WHITE OAK CHURCH RD APEX NC 27523-6066</b>	Property Location Address <b>3036 NEW HILL HOLLEMAN RD NEW HILL NC 27562-9244</b>
<b>Administrative Data</b> Old Map # <b>735-00000-0036</b> Map/Scale <b>0629 01</b> VCS <b>SWWC001</b> City Fire District <b>23</b> Township <b>BUCKHORN</b> Land Class <b>COMMERCL</b> ETJ <b>WC</b> Spec Dist(s) Zoning <b>GB</b> History ID 1 History ID 2 Acreage <b>.88</b> Permit Date Permit #		<b>Transfer Information</b> Deed Date <b>11/19/2018</b> Book & Page <b>17296 0355</b> Revenue Stamps <b>90.00</b> Pkg Sale Date <b>11/19/2018</b> Pkg Sale Price <b>\$45,000</b> Land Sale Date Land Sale Price  <b>Improvement Summary</b> Total Units <b>0</b> Recycle Units <b>0</b> Apt/SC Sqft <b>2,184</b> Heated Area <b>2,184</b>	<b>Assessed Value</b> Land Value Assessed <b>\$57,500</b> Bldg. Value Assessed <b>\$811</b>  Tax Relief  Land Use Value Use Value Deferment Historic Deferment Total Deferred Value  Use/Hist/Tax Relief Assessed Total Value Assessed* <b>\$58,311</b>

\*Wake County assessed building and land values reflect the market value as of January 1, 2020, which is the date of the last county-wide revaluation. Any inflation, deflation or other economic changes occurring after this date does not affect the assessed value of the property and cannot be lawfully considered when reviewing the value for adjustment.

The January 1, 2020 values will remain in effect until the next county-wide revaluation. Until that time, any real estate accounts created or new construction built is assessed according to the 2020 Schedule of Values.

For questions regarding the information displayed on this site, please contact the Department of Tax Administration at [Taxhelp@wakegov.com](mailto:Taxhelp@wakegov.com) or call 919-856-5400.



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

Annexation Petition #689  
1121 Twin Creek Road

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

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

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

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

Section 1. A public hearing on the question of annexation of the area described herein will be held at the Apex Town Hall at 6 o'clock p.m. on the 16th day of June 2020..

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

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

This the 2nd day of June 2020.

---

Jacques K. Gilbert, Mayor

ATTEST:

---

Donna B. Hosch, MMC, NCCMC, Town Clerk



## 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 #: 689  
Fee Paid: \$ 200

Submittal Date: 4/15/2020 recd 4/17/20  
Check #: 2113

### TO THE TOWN COUNCIL APEX, NORTH CAROLINA

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

### Owner Information

Jason Lucia	0743.03-12-3138
Owner Name (Please Print)	Property PIN or Deed Book & Page #
919-917-3500	accounts@jlucia.com
Phone	E-mail Address
Trish Klenow	0743.03-12-3138
Owner Name (Please Print)	Property PIN or Deed Book & Page #
713-419-4118	accounts@jlucia.com
Phone	E-mail Address
Owner Name (Please Print)	Property PIN or Deed Book & Page #
Phone	E-mail Address

### Surveyor Information

Surveyor: Robinson & Plante, PC

Phone: 919-859-6030 Fax: 919-859-6032

E-mail Address: buddy@robinsonplante.com

### Annexation Summary Chart

Property Information		Reason(s) for annexation (select all that apply)	
Total Acreage to be annexed:	<u>2.938</u>	Need water service due to well failure	<input checked="" type="checkbox"/>
Population of acreage to be annexed:	<u>3</u>	Need sewer service due to septic system failure	<input type="checkbox"/>
Existing # of housing units:	<u>1</u>	Water service (new construction)	<input type="checkbox"/>
Proposed # of housing units:	<u>1</u>	Sewer service (new construction)	<input type="checkbox"/>
Zoning District*:	<u>RR</u>	Receive Town Services	<input checked="" type="checkbox"/>

\*If the property to be annexed is not within the Town of Apex's Extraterritorial Jurisdiction, the applicant must also submit a rezoning application with the petition for voluntary annexation to establish an Apex zoning designation. Please contact the Planning Department at 919-249-3426 for questions.

# PETITION FOR VOLUNTARY ANNEXATION

Application #: 2020-032

Submittal Date: recd 4/17/20

## COMPLETE IF SIGNED BY INDIVIDUALS:

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

Jason Lucia

Please Print

Signature

Trish Klenow

Please Print

Signature

Please Print

Signature

Please Print

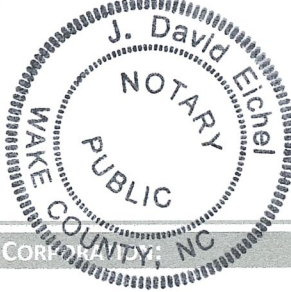
Signature

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

Sworn and subscribed before me, J. David Eichel, a Notary Public for the above State and County,  
this the 15th day of April, 2020.

Notary Public

SEAL



My Commission Expires: 06/17/2024

## COMPLETE IF A CORPORATION:

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

Corporate Name \_\_\_\_\_

SEAL

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

President (Signature)

Attest: \_\_\_\_\_

Secretary (Signature)

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

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

Notary Public

SEAL

My Commission Expires: \_\_\_\_\_

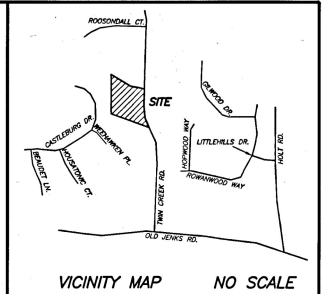
Beginning at an existing rebar on the western right of way of Twin Creek Road (SR 3028)(60' Public Right of Way), said existing rebar being South 00°42'40" West 394.11 feet from an existing iron pipe on the western right of way of Twin Creek Road (SR 3028)(60' Public Right of Way) having N.C. Grid Coordinates (NAD83/2011) of N=732,658.11 and E=2,041,535.89 as shown on Book of Maps 2017, Page 1294 Wake County Registry, thence from said Beginning point, leaving said right of way S 85°03'04" East 30.08 feet to a point in the right of way of Twin Creek Road (SR 3028)(60' Public Right of Way), thence South 00°42'40" West 260.35 feet to a point in the right of way of Twin Creek Road (SR 3028)(60' Public Right of Way), thence along a curve to the left having a radius of 357.33 feet, an arc length of 34.31 feet, and a chord bearing and distance of South 02°02'22" East 34.29 feet to a point in the right of way of Twin Creek Road (SR 3028)(60' Public Right of Way), thence North 79°54'42" West 37.26 feet to an existing rebar on the western right of way of Twin Creek Road (SR 3028)(60' Public Right of Way), thence leaving said right of way North 79°54'42" West 354.14 feet to an existing iron pipe, thence North 00°46'06" East 408.02 feet to an existing rebar, thence South 58°51'31" East 336.04 feet to a sanitary sewer manhole, thence South 85°03'04" East 64.55 feet to the point and place of Beginning containing 2.938 Acres more or less.



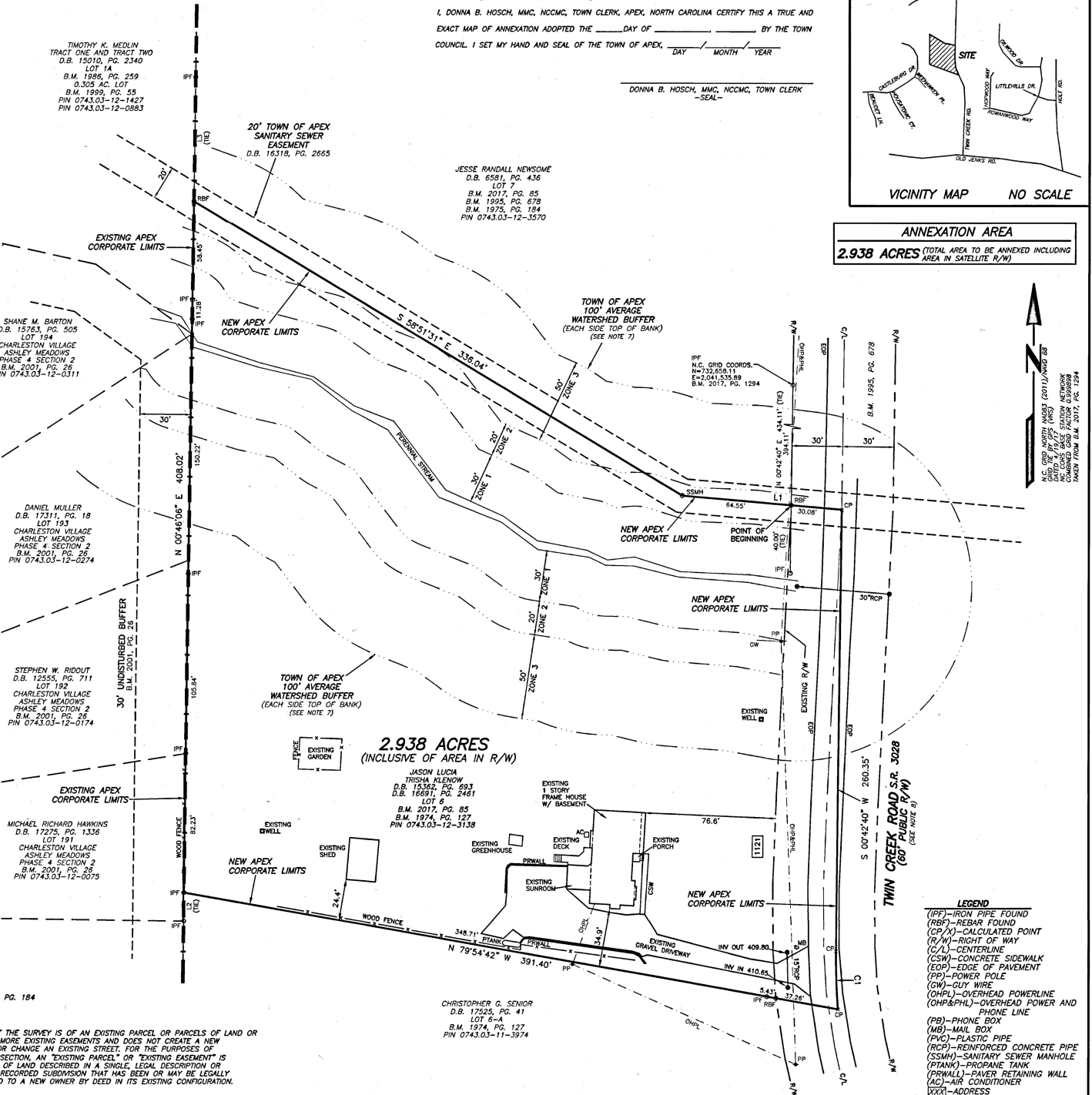
## ANNEXATION

I, DONNA B. HOSCH, MMC, NCCMC, TOWN CLERK, APEX, NORTH CAROLINA CERTIFY THIS A TRUE AND EXACT MAP OF ANNEXATION ADOPTED THE \_\_\_\_\_ DAY OF \_\_\_\_\_ BY THE TOWN COUNCIL. I SET MY HAND AND SEAL OF THE TOWN OF APEX, DAY MONTH YEAR

DONNA B. HOSCH, MMC, NCCMC, TOWN CLERK  
-SEAL-



**ANNEXATION AREA**  
**2.938 ACRES** (TOTAL AREA TO BE ANNEXED INCLUDING AREA IN SATELLITE R/W)



REFERENCES:  
1. B.M. 1975, PG. 184

1. THAT THE SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND OR ONE OR MORE EXISTING EASEMENTS AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET, FOR THE PURPOSES OF THIS SUBSECTION, AN "EXISTING PARCEL" OR "EXISTING EASEMENT" IS AN AREA OF LAND DESCRIBED IN A SINGLE, LEGAL DESCRIPTION OR LEGALLY RECORDED SUBDIVISION THAT HAS BEEN OR MAY BE LEGALLY CONNECTED TO A NEW OWNER BY DEED IN ITS EXISTING CONFIGURATION.
2. 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.

NORTH CAROLINA  
WAKE COUNTY  
I, STUART E. PLANTE III, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION, DESCRIPTION RECORDED IN REFERENCES AS SHOWN, THAT THE BOUNDARIES NOT SURVEYED ARE DASHED AND DRAWN FROM REFERENCES AS SHOWN; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY AS CALCULATED IS 1:123,111; AND THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED, WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 15th DAY OF APRIL, 2020 A.D.

Stuart E. Plante III PROFESSIONAL LAND SURVEYOR  
LICENSE NO. L-4432



OWNERS:  
JASON LUCIA  
TRISHA KLENOW  
1121 TWIN CREEK ROAD  
APEX, NC 27523

## LINE TABLE

LINE	BEARING	DISTANCE
L1	S 85°03'04" E	94.63'
L2	S 00°46'08" W	16.68'
L3	N 02°46'08" E	73.19'

## CURVE TABLE

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BRS
C1	53°03'	357.33'	34.31'	34.29'	17.17'	S 02°02'22" E

CONTIGUOUS ANNEXATION MAP FOR

THE TOWN OF APEX

ROBINSON & PLANTE, P.C.  
LAND SURVEYING  
2687  
970 CRINITY ROAD  
RALEIGH, NC 27607

PHONE: (919)859.6030 FAX: (919)859-6032

TOWNS

STATE

ZONE: RR

- Page 214 -

COUNTY: WAKE

P.I.N.: 0743.03-12-3138

SURVEY DATE: 10-23-19

SCALE: 1"=40'

CHECKED &amp; CLOSURE BY: SEP

SURVEYED BY: RE

DRAWN BY: HS

FILE: TWINCRKANNE

NOTE:  
ENCLOSURE WAS DISTRIBUTED BY THE COMPASS METHOD. THE DISTANCES ON THIS MAP ARE ADJUSTED HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED. ALL AREA CALCULATED BY COORDINATE COMPUTATION.

0' 40' 80' 120'

SCALE IN FEET



Sutton Place

Annexation #689

Castleburg Dr

Charleston  
Village

Battery Bee Ln

Cumberland Gap Ct

Weehawken Pl

Twin Creek Rd

Kirkstone Way

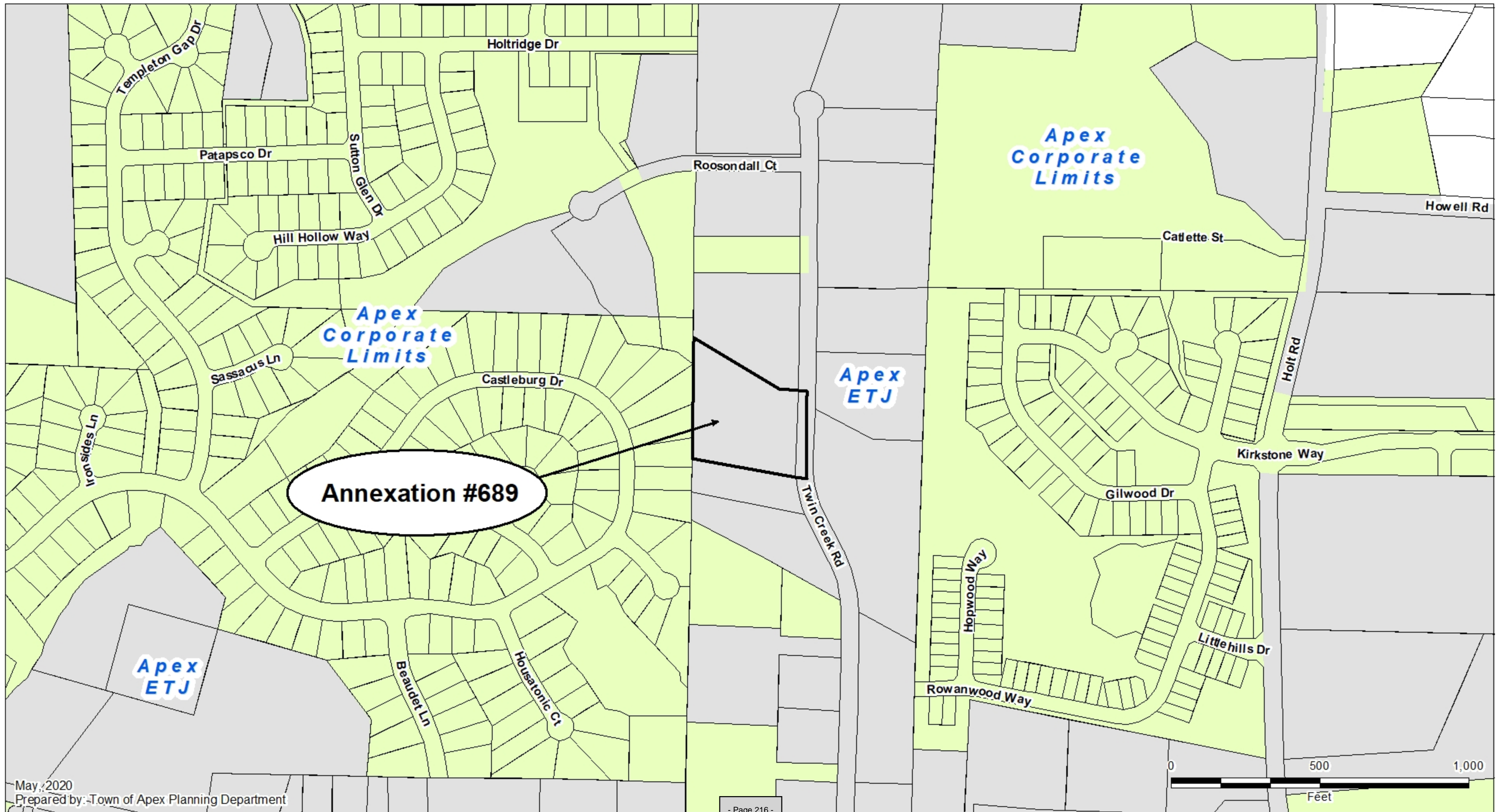
Gilwood Dr

Middleton

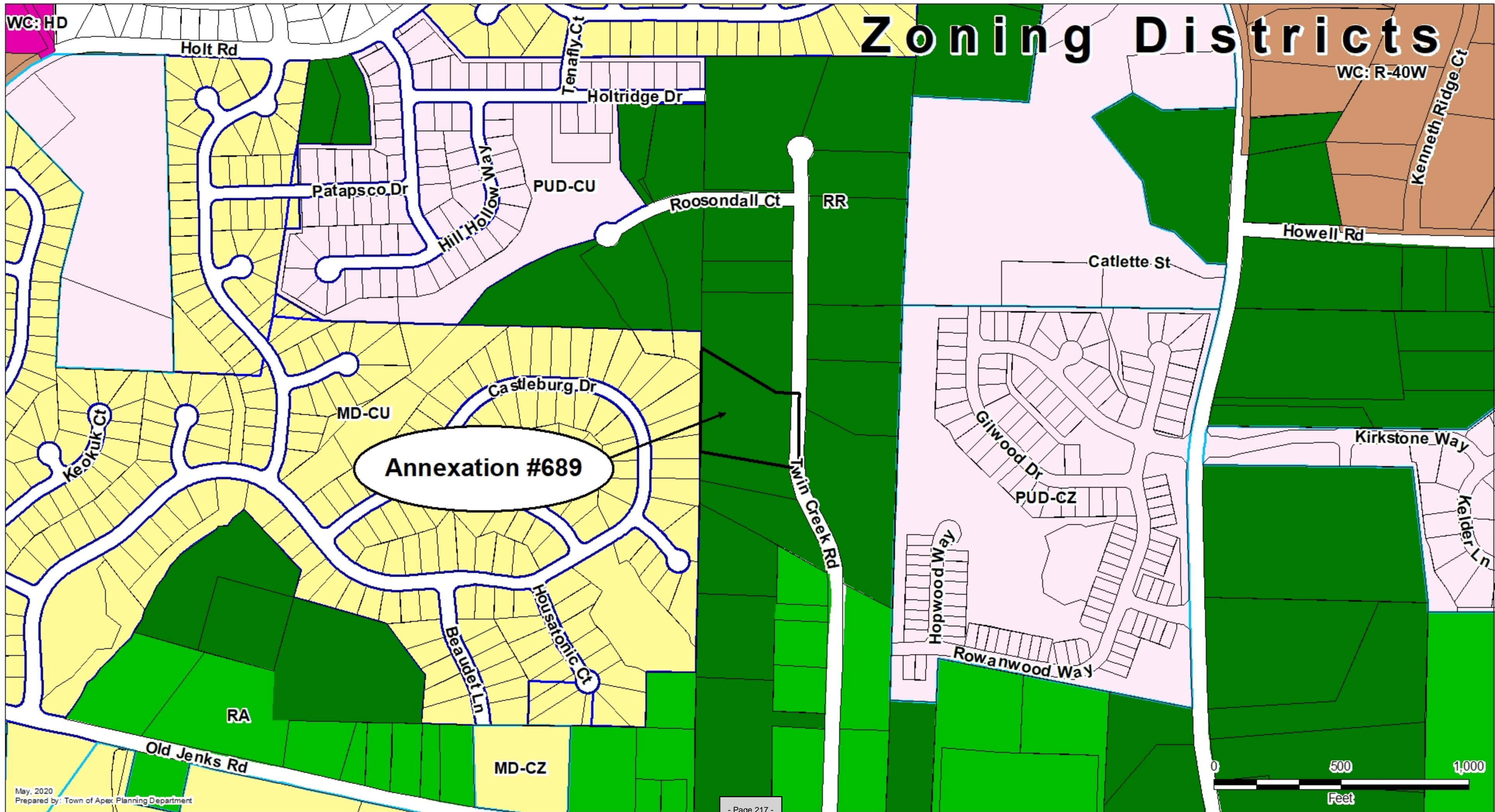
May 2020  
January 2020 Aerial Photography  
Prepared by: Town of Apex Planning Department

0 250 500  
Feet









# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 2, 2020

## Item Details

Presenter: Dianne Khin, Director of Planning and Community Development

Department: Planning and Community Development

### Requested Motion

Motion to adopt a Resolution Directing the Town Clerk to Investigate Petition Received, to accept the Certificate of Sufficiency by the Town Clerk, and to adopt a Resolution Setting Date of Public Hearing on the Question of Annexation – Apex Town Council's intent to annex Jainix, LLC (Jainix Green) property containing 6.5791 acres located west of 540 and south of Spire Bend (Greenmoor subdivision) Annexation #690 into the Town's corporate limits.

### Approval Recommended?

Yes, by the Planning and Community Development Department.

### Item Details

The Town Clerk certifies to the investigation of said annexation. Adoption of the Resolution authorizes the Town Clerk to advertise said public hearing by electronic means and on the Town of Apex's website. The Public Hearing would be scheduled for the June 16, 2020 Town Council meeting.

### Attachments

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





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

Annexation Petition #690  
Jainix, LLC

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

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

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

This the 2nd day of June 2020.

---

Jacques K. Gilbert  
Mayor

ATTEST:

---

Donna B. Hosch, MMC, NCCMC  
Town Clerk





CERTIFICATE OF SUFFICIENCY BY THE TOWN CLERK

Annexation Petition #690  
Jainix, LLC

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

I, Donna B. Hosch, 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 2nd day of June 2020.

---

Donna B. Hosch, MMC, NCCMC  
Town Clerk

(Seal)

## PETITION FOR VOLUNTARY ANNEXATION

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

Application #: 690  
Fee Paid: \$ 200.00

Submittal Date: APRIL 30, 2020  
Check #: 1017

### TO THE TOWN COUNCIL APEX, NORTH CAROLINA

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

### Owner Information

Jainix, LLC	0733.10.8855
Owner Name (Please Print)	Property PIN or Deed Book & Page #
571 212 7326	bobby@jainix.com
Phone	E-mail Address
Owner Name (Please Print)	Property PIN or Deed Book & Page #
Phone	E-mail Address
Owner Name (Please Print)	Property PIN or Deed Book & Page #
Phone	E-mail Address

### Surveyor Information

Surveyor: Niall Gillespie  
Phone: 919 422 1776, 919 387 0208 Fax: \_\_\_\_\_  
E-mail Address: niall@niallpls.com

### Annexation Summary Chart

Property Information	Reason(s) for annexation (select all that apply)
Total Acreage to be annexed: <u>6.5791</u>	Need water service due to well failure <input type="checkbox"/>
Population of acreage to be annexed: <u>0</u>	Need sewer service due to septic system failure <input type="checkbox"/>
Existing # of housing units: <u>0</u>	Water service (new construction) <input checked="" type="checkbox"/>
Proposed # of housing units: <u>21</u>	Sewer service (new construction) <input checked="" type="checkbox"/>
Zoning District*: <u>MD-CZ</u>	Receive Town Services <input checked="" type="checkbox"/>

\*If the property to be annexed is not within the Town of Apex's Extraterritorial Jurisdiction, the applicant must also submit a rezoning application with the petition for voluntary annexation to establish an Apex zoning designation. Please contact the Planning Department at 919-249-3426 for questions.

PETITION FOR VOLUNTARY ANNEXATION

Application #: 690

Submittal Date: 4/3/2020

COMPLETE IF IN A LIMITED LIABILITY COMPANY

In witness whereof, JAINIX, LLC a limited liability company, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this the 29 day of APRIL, 2020.

Name of Limited Liability Company JAINIX, LLC

By: [Signature]

Signature of Member/Manager

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

Sworn and subscribed before me, Khanh Dac, a Notary Public for the above State and County, this the 29<sup>th</sup> day of April, 2020.

SEAL

Khanh Dac  
NOTARY PUBLIC  
Wake County, NC  
My Commission Expires April 1, 2022

[Signature]  
Notary Public

My Commission Expires: April 1, 2022

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\_\_\_\_.

SEAL

\_\_\_\_\_  
Notary Public

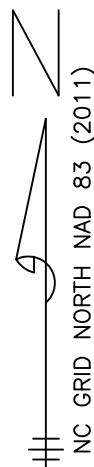
My Commission Expires: \_\_\_\_\_



**Jainix Green**  
**Legal Description (metes and bounds)**

May 11, 2020

BEGINNING at an iron pipe, the northeastern corner of Castlereagh North Subdivision in the center of Hickory Mountain Road, a private 60' access easement , having NAD 83 (2011) North Carolina Grid Coordinates N = 731542.718 and E=2031676.814, and going thence with the center of said easement along the property line of Greenmoor Subdivision N 89°16'01" E 415.33' to an iron pipe at the edge of a gravel road, and going thence N 89°16'01" E 30.10' to an iron pipe near a power pole, and going thence along the property line of NC Department of Transportation Turnpike Authority S 09°56'58"E 166.59' to a new iron pipe in the right of way line of NC 540, and going thence with said right of way S 16°22'45"W 284.02' to an aluminum disk, and continuing thence along said right of way line S 11°56'49" W 270.71' to a new iron pipe, and going thence S 89°16'01"W 327.88' to an iron pipe at the edge of a pond, and going thence along the property line of Lot 11 Castlereagh North Subdivision N 00°50'02"W 191.96' to an iron pipe, the common property corner of Lots 10 and 11 of Castlereagh North Subdivision, and going thence along the property line of Lot 10 N 00°50'02"W 508.04' to the point of BEGINNING, containing 6.5791 acres.



SCALE: 1" = 60'

A horizontal graphic scale bar with a black and white checkerboard pattern. The bar is divided into four equal segments, each representing 60 feet. Below the bar, the following labels are placed: 0' at the left end, 60' at the first segment boundary, 120' at the second segment boundary, 180' at the third segment boundary, and 240' at the right end.

P.L.S. L 2629

THE GRID COORDINATES WERE DETERMINED FROM AN ACTUAL GNSS SURVEY.  
USING A TOPCON GR3 INSTRUMENT WITH RTK CORRECTIONS.  
TYPE OF GPS: RTK  
DATUM/EPOCH: NAD 83(2011)  
PUBLISHED FIXED CONTROL: NC CORS BASE STATION NETWORK VRS.  
GEOID MODEL 12B

I, NIALL W. GILLESPIE, PROFESSIONAL LAND SURVEYOR L-2629 CERTIFY THAT THIS PLAT IS OF A SURVEY OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION.

LINE	BEARING	DISTANCE
L 1	N 89°16'01"E	30.10'

LOT 10  
CASTLEREAGH NORTH  
BM 1987 p. 886





PROPERTY OF JAINIX LLC  
1012 TIMBER MIST CT.  
CARY NC 27519

A PORTION OF  
JAINIX PROPERTY  
PIN: 0733 10 8855  
D.B. 17341 p. 1696  
AREA TO BE ANNEXED  
6.5791 ACRES

REFERENCE:  
NC HIGHWAY  
PROJECT 2635CI  
SHEETS 8, 9, & 10

Annexation # \_\_\_\_\_  
 I, Donna B. Hosch, MMC, NCCMC, Town Clerk, Apex, North Carolina  
 certify this is a true and exact map of annexation adopted  
 the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by the Town Council. I set  
 my hand and seal of the Town of Apex, \_\_\_\_\_ Day/Month/Year  
 Donna B. Hosch, MMC, NCCMC, Town Clerk  
 -Seal-

LEGEND

	COMPUTED POINT
	IRON PIPE SET
	EXISTING IRON PIPE
	STREET ADDRESS
PP	POWER POLE
LP	LIGHT POLE
-E-	OVERHEAD ELECTRIC LINES
-T-	OVERHEAD TELEPHONE LINES
-F-	FENCE
—	CENTER LINE CREEK
WV	WATER VALVE
FH	FIRE HYDRANT
CO	SANITARY SEWER CLEAN OUT
MH	SANITARY SEWER MANHOLE

NOTE: ONLY UTILITIES WITH VISIBLE EVIDENCE LOCATED.  
UNDERGROUND UTILITY LINES SHOWN ARE APPROXIMATE  
AND EXTENT IS ESTIMATED & MAY BE INCOMPLETE.  
EXCAVATION MAY BE REQUIRED TO VERIFY LOCATIONS.  
OTHER UNDERGROUND UTILITIES MAY EXIST. CALL ONE CALL  
CENTER AT 1-800-632-4949 BEFORE DIGGING.







[Home](#)

## Wake County Real Estate Data Account Summary

[iMaps](#)[Tax Bills](#)Real Estate ID **0049205**PIN # **0733108855**Account  
SearchLocation Address  
**0 JENKS RD**Property Description  
**WHITE OAK CRK LD**[Pin/Parcel History](#) [Search Results](#) [New Search](#)[NORTH CAROLINA](#) [Account](#) | [Buildings](#) | [Land](#) | [Deeds](#) | [Notes](#) | [Sales](#) | [Photos](#) | [Tax Bill](#) | [Map](#)

Property Owner <b>JAINIX LLC</b> (Use the Deeds link to view any additional owners)		Owner's Mailing Address <b>1012 TIMBER MIST CT</b> <b>CARY NC 27519-7510</b>	Property Location Address <b>0 JENKS RD</b> <b>APEX NC 27523-</b>
<b>Administrative Data</b>		<b>Transfer Information</b>	<b>Assessed Value</b>
Old Map #	<b>568--</b>	Deed Date	<b>1/18/2019</b>
Map/Scale	<b>0733 03</b>	Book & Page	<b>17341 1696</b>
VCS	<b>20AP900</b>	Revenue Stamps	
City		Pkg Sale Date	
Fire District	<b>23</b>	Pkg Sale Price	
Township	<b>WHITE OAK</b>	Land Sale Date	
Land Class	<b>VACANT</b>	Land Sale Price	
ETJ	<b>AP</b>		
Spec Dist(s)			
Zoning	<b>RR</b>	<b>Improvement Summary</b>	
History ID 1		Total Units	<b>0</b>
History ID 2		Recycle Units	<b>0</b>
Acreage	<b>12.07</b>	Apt/SC Sqft	
Permit Date		Heated Area	
Permit #			
			Land Value Assessed <b>\$360,338</b>
			Bldg. Value Assessed
			Tax Relief
			Land Use Value
			Use Value Deferment
			Historic Deferment
			Total Deferred Value
			Use/Hist/Tax Relief Assessed
			Total Value Assessed* <b>\$360,338</b>

\*Wake County assessed building and land values reflect the market value as of January 1, 2020, which is the date of the last county-wide revaluation. Any inflation, deflation or other economic changes occurring after this date does not affect the assessed value of the property and cannot be lawfully considered when reviewing the value for adjustment.

The January 1, 2020 values will remain in effect until the next county-wide revaluation. Until that time, any real estate accounts created or new construction built is assessed according to the 2020 Schedule of Values.

For questions regarding the information displayed on this site, please contact the Department of Tax Administration at [Taxhelp@wakegov.com](mailto:Taxhelp@wakegov.com) or call 919-856-5400.



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

Annexation Petition #690  
Jainix, LLC

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 16th day of June 2020.

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

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

This the 2nd day of June 2020.

---

Jacques K. Gilbert, Mayor

ATTEST:

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Donna B. Hosch, MMC, NCCMC, Town Clerk

## 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 #: 690 Submittal Date: APRIL 30, 2020  
Fee Paid: \$ 200.00 Check #: 1017

### TO THE TOWN COUNCIL APEX, NORTH CAROLINA

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

### Owner Information

Jainix, LLC	0733.10.8855
Owner Name (Please Print)	Property PIN or Deed Book & Page #
571 212 7326	bobby@jainix.com
Phone	E-mail Address
Owner Name (Please Print)	Property PIN or Deed Book & Page #
Phone	E-mail Address
Owner Name (Please Print)	Property PIN or Deed Book & Page #
Phone	E-mail Address

### Surveyor Information

Surveyor: Niall Gillespie  
Phone: 919 422 1776, 919 387 0208 Fax: \_\_\_\_\_  
E-mail Address: niall@niallpls.com

### Annexation Summary Chart

Property Information	Reason(s) for annexation (select all that apply)
Total Acreage to be annexed: <u>6.5791</u>	Need water service due to well failure <input type="checkbox"/>
Population of acreage to be annexed: <u>0</u>	Need sewer service due to septic system failure <input type="checkbox"/>
Existing # of housing units: <u>0</u>	Water service (new construction) <input checked="" type="checkbox"/>
Proposed # of housing units: <u>21</u>	Sewer service (new construction) <input checked="" type="checkbox"/>
Zoning District*: <u>MD-CZ</u>	Receive Town Services <input checked="" type="checkbox"/>

\*If the property to be annexed is not within the Town of Apex's Extraterritorial Jurisdiction, the applicant must also submit a rezoning application with the petition for voluntary annexation to establish an Apex zoning designation. Please contact the Planning Department at 919-249-3426 for questions.



PETITION FOR VOLUNTARY ANNEXATION

Application #: 690

Submittal Date: 4/3/2020

COMPLETE IF IN A LIMITED LIABILITY COMPANY

In witness whereof, JAINIX, LLC a limited liability company, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this the 29 day of APRIL, 2020.

Name of Limited Liability Company JAINIX, LLC

By: [Signature]

Signature of Member/Manager

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

Sworn and subscribed before me, Khanh Dac, a Notary Public for the above State and County, this the 29<sup>th</sup> day of April, 2020.

SEAL

Khanh Dac  
NOTARY PUBLIC  
Wake County, NC  
My Commission Expires April 1, 2022

[Signature]  
Notary Public

My Commission Expires: April 1, 2022

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\_\_\_\_.

SEAL

\_\_\_\_\_  
Notary Public

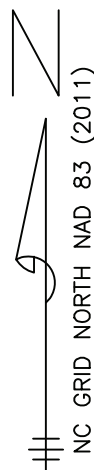
My Commission Expires: \_\_\_\_\_

**Jainix Green**  
**Legal Description (metes and bounds)**

May 11, 2020

BEGINNING at an iron pipe, the northeastern corner of Castlereagh North Subdivision in the center of Hickory Mountain Road, a private 60' access easement , having NAD 83 (2011) North Carolina Grid Coordinates N = 731542.718 and E=2031676.814, and going thence with the center of said easement along the property line of Greenmoor Subdivision N 89°16'01" E 415.33' to an iron pipe at the edge of a gravel road, and going thence N 89°16'01" E 30.10' to an iron pipe near a power pole, and going thence along the property line of NC Department of Transportation Turnpike Authority S 09°56'58"E 166.59' to a new iron pipe in the right of way line of NC 540, and going thence with said right of way S 16°22'45"W 284.02' to an aluminum disk, and continuing thence along said right of way line S 11°56'49" W 270.71' to a new iron pipe, and going thence S 89°16'01"W 327.88' to an iron pipe at the edge of a pond, and going thence along the property line of Lot 11 Castlereagh North Subdivision N 00°50'02"W 191.96' to an iron pipe, the common property corner of Lots 10 and 11 of Castlereagh North Subdivision, and going thence along the property line of Lot 10 N 00°50'02"W 508.04' to the point of BEGINNING, containing 6.5791 acres.





SCALE: 1" = 60'

0' 60' 120' 180' 240'

P.L.S. L 2629

THE GRID COORDINATES WERE DETERMINED FROM AN ACTUAL GNSS SURVEY.  
USING A TOPCON GR3 INSTRUMENT WITH RTK CORRECTIONS.  
TYPE OF GPS: RTK  
DATUM/EPOCH: NAD 83(2011)  
PUBLISHED FIXED CONTROL: NC CORS BASE STATION NETWORK VRS.  
GEOID MODEL 12B

I, NIALL W. GILLESPIE, PROFESSIONAL LAND SURVEYOR L-2629 CERTIFY THAT THIS PLAT IS OF A SURVEY OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION.

LINE	BEARING	DISTANCE
L 1	N 89°16'01"E	30.10'

LOT 10  
CASTLEREAGH NORTH  
BM 1987 p. 886

A PORTION OF  
MAINIX PROPERTY  
PIN: 0733 10 8855  
B. 17341 p. 1696  
A TO BE ANNEXED  
6.5791 ACRES

A PORTION OF PIN 0733 10 8855

PROPERTY OF JAINIX LLC  
1012 TIMBER MIST CT.  
CARY NC 27519

Annexation # \_\_\_\_\_  
 i, Donna B. Hosch, MMC,NCCMC, Town Clerk, Apex, North Carolina  
 certify this is a true and exact map of annexation adopted  
 the \_\_\_\_\_day of \_\_\_\_\_, 2020, by the Town Council. I set  
 my hand and seal of the Town of Apex, \_\_\_\_\_  
 \_\_\_\_\_Day/Month/Year  
 Donna B.Hosch,MMC,NCCMC, Town Clerk  
 -Seal-

Niall Gillespie, P.L.S.  
*Land Surveying*

4008 Green Level West Road  
Apex, North Carolina 27523  
email: [niall@niallpls.com](mailto:niall@niallpls.com)  
Telephone (919) 387-0208

REVISIONS	PROPERTY OF JAINIX LLC 1012 TIMBER MIST CT. CARY NC 27519		4008 Green Level West Road Apex, North Carolina 27523 email: niall@niallpls.com Telephone (919) 387-0208		
	DEED BOOK 17341-1696				
	TOWNSHIP WHITE OAK	COUNTY : WAKE	DATE: 05-01-2020	SURVEYED BY nwg	COGO FILE
	CITY: APEX	STATE: NORTH CAROLINA	SCALE 1"=60'	DRAWN BY nwg	JAINEXANEX
	ZONE: MD-CZ	P.I.N. 0733 10 8855	CHECKED & CLOSURE BY nwg		CADD FILE
					JAINANX2

PLYMALE, LINDSAY  
PLYMALE, LINDA  
DB 3910-15

GREENMOOR SUBDIVISION  
BM 2018 pp. 1264–1268

POINT OF BEGINNING  
NAD 83 (2011)  
NC GRID COORDINATES  
N=731542.72  
E=2031676.81

SPiRE BEND  
RIGHT OF WAY  
LINES DRAWN  
FROM BM 2018  
PAGE 1266.

HICKORY MOUNTAIN RD.  
DB 2747-212 BM 1982-822 DB 19

VC 540 HIGHWAY  
VARIABLE PUBLIC R/W

REFERENCE:  
NC HIGHWAY  
PROJECT 2635CI  
SHEETS 8, 9, & 10

### LEGEND

- |       |                          |
|-------|--------------------------|
| Ø     | COMPUTED POINT           |
| ○     | IRON PIPE SET            |
| ○     | EXISTING IRON PIPE       |
| xxxxx | STREET ADDRESS           |
| PP    | POWER POLE               |
| LP    | LIGHT POLE               |
| -E-   | OVERHEAD ELECTRIC LINES  |
| -T-   | OVERHEAD TELEPHONE LINES |
| -X-   | FENCE                    |
| ----- | CENTER LINE CREEK        |
| WV    | WATER VALVE              |
| FH    | FIRE HYDRANT             |
| CO    | SANITARY SEWER CLEAN OUT |
| MH    | SANITARY SEWER MANHOLE   |

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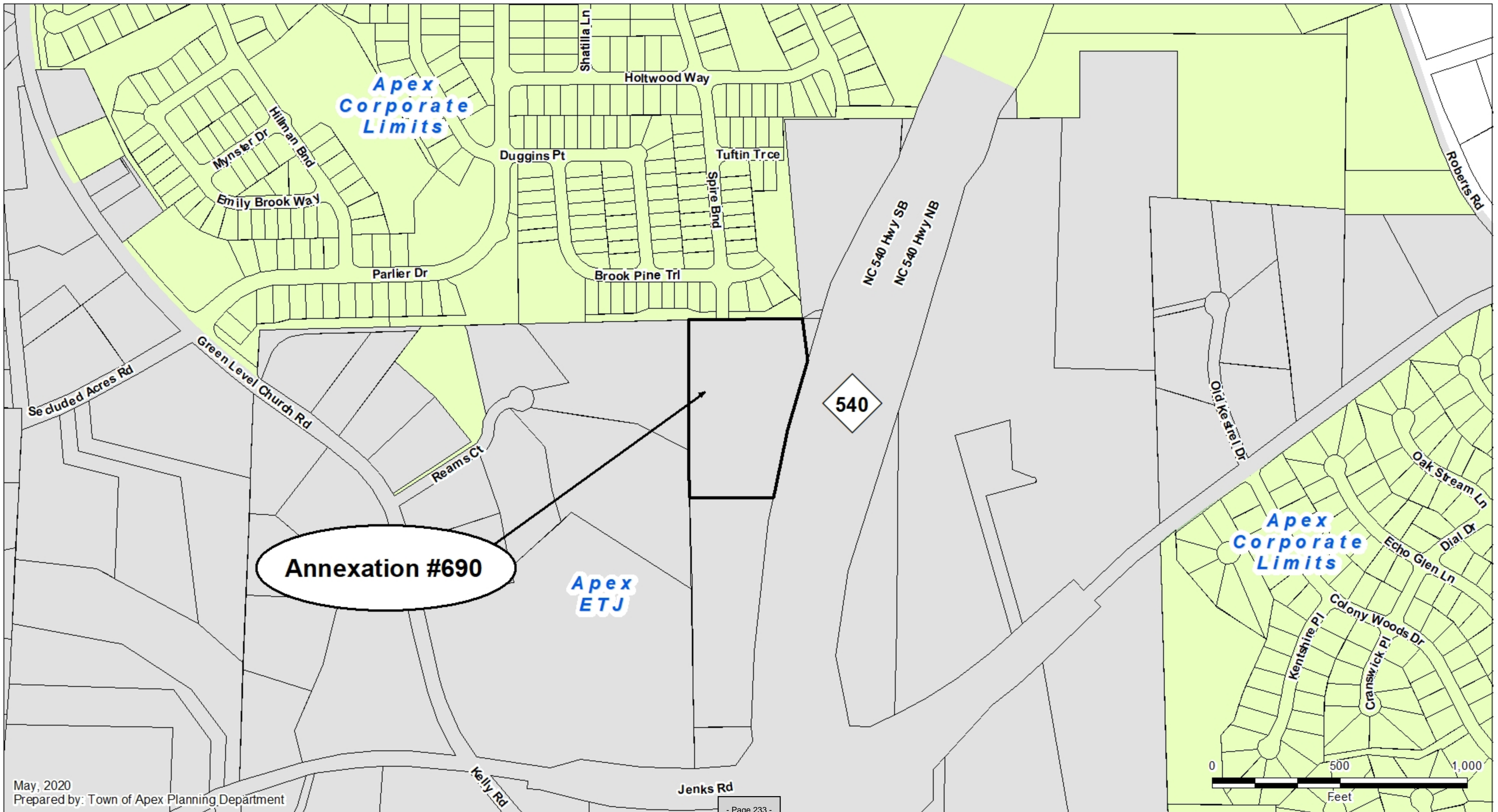


**Annexation #690**

**Castlereagh  
North,  
Section 3**

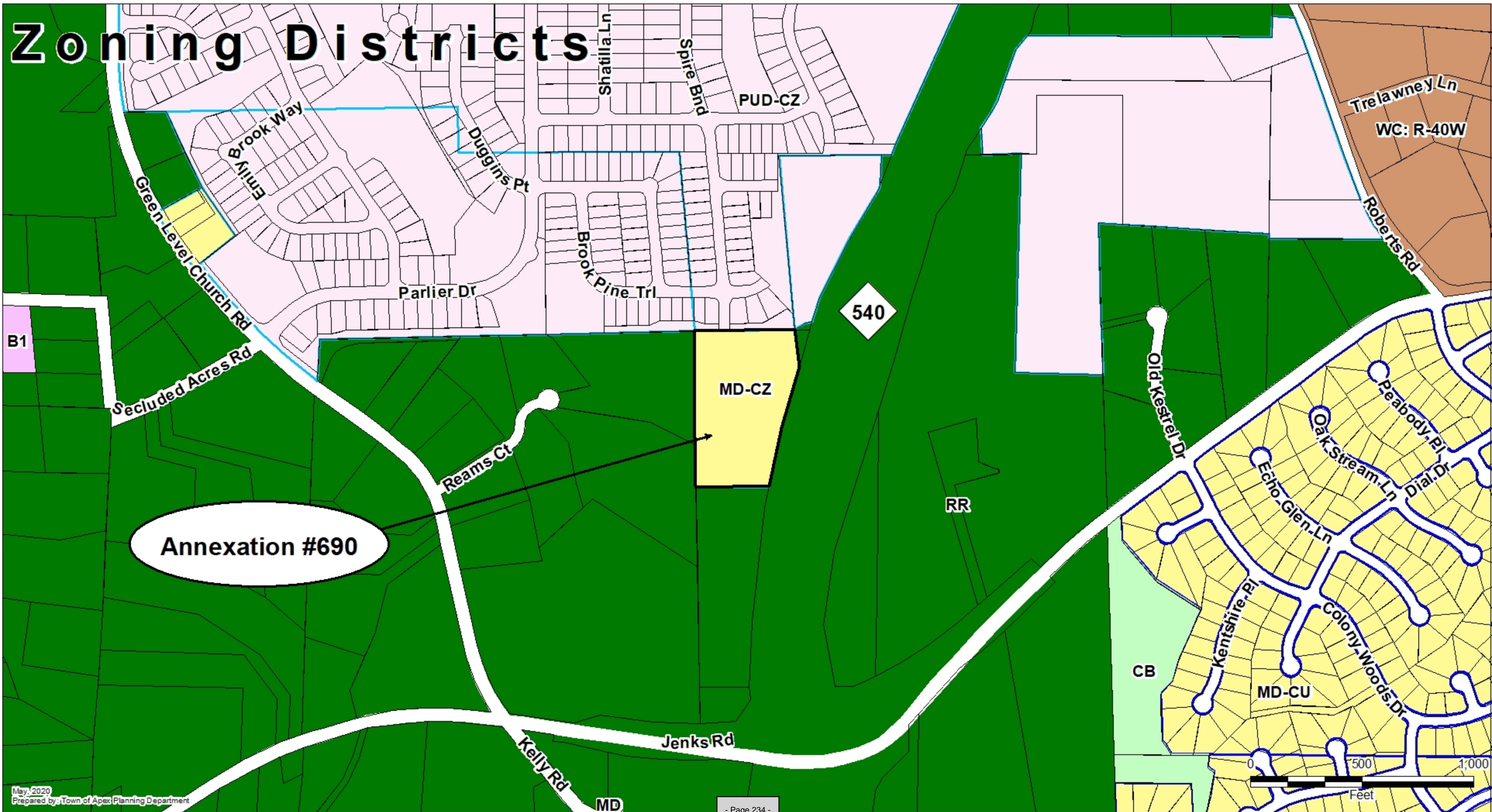
**Castlereagh  
North,  
Section 2**







# Zoning Districts





# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 2, 2020

## Item Details

Presenter(s): Vance Holloman, Finance Officer

Department(s): Finance Department

### Requested Motion

Motion to approve Budget Ordinance Amendment No. 15 and Capital Project Ordinance Amendment No. 2020-15 to appropriate the proceeds of the Town's recent sale of general obligation bonds

### Approval Recommended?

Yes

### Item Details

Budget Ordinance Amendment 15 appropriates the proceeds of the 2020 Refunding Bonds to pay off the 2009 Street and Sidewalk GO Bonds and pay issuance costs of the 2020 Bonds.

Capital Project Ordinance Amendment No. 2020-15 appropriates the proceeds of the Series A and Series B 2020 GO Bonds for capital projects and to pay issuance costs. The principal from the sale of two series total \$29.8 million. The Town has previously been appropriated \$5.15 million of that amount leaving \$24.65 million of bond proceeds to be appropriated by this Amendment. Following adoption of the Amendment the Town will have an additional \$3.7 million of bond premium to be appropriated for park and recreational facilities projects at a future date.

### Attachments

- Budget Ordinance Amendment No. 15
- Capital project Ordinance Amendment No. 2020-15





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## Town of Apex

### FY 2019-2020 BUDGET ORDINANCE AMENDMENT NUMBER 15

---

BE IT ORDAINED, by the Council of the Town of Apex that the following Budget Amendment for the Fiscal Year 2019-2020 Budget Ordinance be adopted:

#### **GENERAL FUND**

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

	\$2,445,000
Bond Proceeds	
Bond Premium	509,825
<b>Total</b>	<b>\$2,954,825</b>

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

Debt Service-Principal	\$2,925,000
Debt service-Interest	1,257
Bond Issuance Costs	18,788
Bond Issuance Costs-Underwriters Discount	9,780
<b>Total</b>	<b>\$2,954,825</b>

Adopted this the 2nd day of June, 2020.

---

Jacques K. Gilbert, Mayor

Attest:

---

Donna B. Hosch, Town Clerk





## Town of Apex

### CAPITAL PROJECT ORDINANCE AMENDMENT 2020-15

#### 67 - Recreation Capital Project Fund

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

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

Bond Proceeds	\$24,650,000
Bond Premium	293,460
<b>Total Revenues</b>	<b>\$24,943,460</b>

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

Pleasant Park	\$ 24,650,000
Issuance Cost-Underwriter's Discount	67,034
Issuance Cost	226,426
<b>Total Expenditures</b>	<b>\$24,943,460</b>

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

Adopted this the 2nd day of June, 2020.

Attest:

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

\_\_\_\_\_  
Donna B. Hosch, Town Clerk

# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 02, 2020

## Item Details

Presenter(s): Michael Deaton, Water Resources Director

Department(s): Water Resources

### Requested Motion

Motion to approve an emergency interconnection between the Town's water system and Aqua North Carolina, Inc. water system that currently serves the Merion public water system in the area near Colby Chase Road

### Approval Recommended?

Yes

### Item Details

### Attachments

- Temporary Water Services Agreement





STATE OF NORTH CAROLINA

COUNTY OF WAKE

### **TEMPORARY WATER SERVICE AGREEMENT**

THIS AGREEMENT, made and entered into the \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the TOWN OF APEX, (“**APEX**”), a North Carolina municipal corporation, and AQUA NORTH CAROLINA, INC., (“**AQUA**”), a North Carolina business corporation, is for the provision of emergency water service from APEX to AQUA, as described hereinafter.

#### **WITNESSETH**

WHEREAS, AQUA is the owner and operator of the Merion public water system (PWSID # NC40-92-005) hereafter “Merion”;

WHEREAS, the Merion system previously experienced a temporary water shortage and AQUA wishes to develop an emergency water supply agreement so that water can be purchased and utilized for the Merion system on a temporary basis in the event of another temporary water shortage;

WHEREAS, APEX also owns and operates a public water system;

WHEREAS, AQUA’s and APEX’s public water systems are both located in proximity to Colby Chase Road, Apex, North Carolina hereinafter referred to as the SITE, and

WHEREAS, sufficient hydraulic engineering analysis has been performed to determine that water from the APEX water system will flow to AQUA, once the two water systems are connected, under the conditions established in this agreement, and

WHEREAS, APEX has agreed to sell and AQUA has agreed to buy water on a temporary basis and for specified periods and under the terms and conditions of this agreement,

NOW, THEREFORE, in consideration of the respective rights, powers, conditions, duties and obligations hereinafter set forth, the parties mutually agree as follows:

1) In the event of a water emergency as hereafter described, APEX will provide water to AQUA in an amount up to 26,000 gallons per day at the SITE for purchase by AQUA for the periods of time and at the rates specified herein.

2) APEX and AQUA shall jointly determine where the interconnection point between the APEX system and AQUA system shall be located. AQUA shall pay for all costs of construction of the water main extension required for the permanent interconnection of the two water systems and an irreversible flow water meter station at the SITE. AQUA

shall select an engineering firm to design and prepare construction drawings and contract documents for the water main extension and water meter station. Prior to construction, APEX and AQUA shall both review and approve, if acceptable, the construction drawings. Each party shall be responsible for its own administrative and legal costs of contract and plan review and approval. In the event that easements are required for either party to connect its respective water system to the agreed upon point of interconnection, AQUA shall be responsible for obtaining such easements as may be needed in order to connect both systems to that point. The plans for all facilities that are proposed by AQUA to be part of the AQUA system will meet AQUA specifications and regulatory standards. The plans for all facilities that are proposed by APEX to be part of the APEX system will meet APEX specifications and any applicable regulatory specifications.

3) Ownership of Facilities. AQUA shall own and be responsible for the operation and maintenance of all distribution systems facilities located on the AQUA side of the interconnection point. APEX shall own and be responsible for the operation and maintenance of all distribution systems facilities located on the APEX side of the interconnection point. For this agreement, the interconnection point shall be defined as the discharge side of the meter and the meter shall be owned by APEX).

4) After construction is completed, the interconnected water systems of APEX and AQUA will be separated by closed water valves. The valve on the APEX side of the interconnection shall only be operated by APEX staff. These water valves may be opened in a sequence such that AQUA may receive water from APEX on an emergency basis during water shortages using the procedures described hereafter. These specified periods shall only be during temporary water outages in all or part of the Merion system or other such conditions mutually deemed emergencies by the APEX Water Resources Director and AQUA Operations Director. For the purpose of this AGREEMENT, temporary water outages shall mean water emergencies, which include, but are not limited to, a severed or damaged water main, a malfunctioning water well, a lack of water pressure, or a planned water outage or construction activities in the water distribution system. Furthermore, while receiving water from APEX under this agreement, AQUA shall immediately send notice requesting that all Merion water customers suspend all non-essential water usage which includes, but is not limited to, irrigation, vehicle and structure washing, and filling of outdoor water fountains, swimming pools, or features.

5) AQUA shall pay to APEX the non-residential outside Town rates in effect at the time the temporary water service is furnished (currently \$8.38 per 1,000 gallons) from APEX to AQUA. In the event that any temporary water service event exceeds 30 calendar days in a calendar year, AQUA shall pay to APEX Capital Reimbursement Fees for water, at the rate then in effect, multiplied by the number of units served by the Merion water system, currently 106.

6) APEX shall bill AQUA at the conclusion of each temporary water service event, but shall not include a billing / service charge unless the number of temporary water service events is more than one per fiscal year (July 1<sup>st</sup> through June 30<sup>th</sup>). Bills shall be paid no later than 15 calendar days of receipt of the billing statement. The billing / service charge



shall be \$50.00 for each temporary water service event occurring after the first temporary water service event in any fiscal year. If AQUA fails to pay APEX 30 days after receipt of the billing statement, APEX shall have the right to immediately terminate water service.

7) AQUA and APEX shall each respectively designate in writing a person or persons to administer requests to receive and to provide water under this Agreement (the "designated representative"). Once designated, such person(s) may make and receive requests orally. In the event AQUA needs water, AQUA's representatives are responsible for communicating with APEX and coordinating operational actions necessary for the water to be transferred. AQUA shall notify APEX at least 48 hours in advance of any *planned* temporary water outage permitted under this AGREEMENT. For emergency situations, APEX will respond as soon as practicable. AQUA shall also immediately notify the other at the conclusion of a temporary water service event.

8) AQUA acknowledges that the APEX water system will normally be using chloramines as their residual disinfectant and Aqua will shut the valves from any source of AQUA's water during the temporary water service event.

9) APEX reserves the right to deny temporary water service for failure to comply with the conditions of this AGREEMENT. APEX reserves the right to deny water service in the event that water cannot be practicably furnished without negatively impacting the operation of APEX's water system, as determined in the reasonable opinion of the providing party. Such circumstances include but are not limited to periods of water shortage, periods when insufficient water exists to meet the requests of the providing party's outside customers, or periods when depletion of water reserves could endanger the providing party's ability to provide for its customers' future needs.

10) APEX agrees not to charge AQUA water capital reimbursement fees or any charges other than the consumption charges and billing / service charges except as described in sections 5 and 6 above.

11) This AGREEMENT shall expire at 12:00 midnight twenty years from the date noted in the first paragraph hereof. This AGREEMENT may be extended or modified only upon written consent of the parties.

12) Substantial breach of the terms of this AGREEMENT that is not cured by the breaching party, after notice, billing disputes, equipment problems, or failure to resolve other issues necessary for the continued effective function of the water systems of each party are grounds for termination by either party upon 90 days' written notice. In addition, either party may terminate this AGREEMENT upon six months' notice to the other party upon a reasonable determination by the terminating party that it is detrimental to continue this AGREEMENT.

13) All matters relating to this AGREEMENT shall be governed by the laws of the State of North Carolina, without regard to its choice of law provisions, and venue for any

action relating to this agreement shall be Wake County Civil Superior Court or the United States District Court for the Eastern District of North Carolina, Western Division.

14) APEX shall not be liable to AQUA, to any person, firm, corporation, municipality, or other water consumer for failure to supply a sufficient quantity or quality of water under this AGREEMENT or from failure to comply with any State or Federal standards relating to drinking water. Notwithstanding the references to third parties in this agreement, APEX shall not be liable to those parties for any obligations within this AGREEMENT and shall not be obligated to enforce any requirements imposed by this AGREEMENT or by any independent agreement with third parties. AQUA shall indemnify APEX and its officials, agents, and employees from and against all claims, judgments, costs, damages, fines, penalties, interest, and expenses (including but not limited to attorney's fees) imposed against such APEX that arise from or are in connection with the indemnifying party's receipt or nonreceipt of water pursuant to this AGREEMENT.

15) To the extent permitted by North Carolina law, the parties hereto for themselves, their agents, officials, employees and servants agree not to discriminate in any manner on the basis of race, color, creed, national origin, sex, age, handicap, or sexual orientation with reference to the subject matter of this AGREEMENT.

16) No party may transfer or assign its rights under this AGREEMENT without written approval from the governing board of APEX and the officers of AQUA. This AGREEMENT shall bind the parties hereto; respective successors, permitted assigns and transferees.

17) Notwithstanding any other provisions of this AGREEMENT, this AGREEMENT and all materials submitted to APEX by AQUA are subject to the public records laws of the State of North Carolina and it is the responsibility of AQUA to properly designate materials that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission of such materials to APEX. AQUA understands and agrees that APEX may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this AGREEMENT. To the extent that any other provisions of this AGREEMENT conflict with this paragraph, the provisions of this section shall control.

18) AQUA shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. §64-25 et seq. In addition, to the best of AQUA's knowledge, any subcontractor employed by AQUA as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. §64-25 et seq.



19) AQUA certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55, *et seq.* In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59, AQUA shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

20) AQUA warrants and agrees that no labor supplied by AQUA or AQUA'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.

21) This AGREEMENT contains the entire agreement and understanding of the parties hereto with respect to the subject matter contained herein and all prior agreements or understandings of the parties hereto are hereby revoked. There are no agreements, restrictions, promises, warranties, covenants or other undertakings other than those expressly set forth herein.

IN WITNESS WHEREOF, AQUA has executed the foregoing with the signature(s) of its duly authorized officer(s), and APEX has executed with the signature of its Mayor, attested by its Town Clerk, with the official seal affixed, the day and year first above written.

**AQUA NORTH CAROLINA, INC.:**

**TOWN OF APEX**

By:

By:

\_\_\_\_\_  
Shannon V. Becker, President

\_\_\_\_\_  
Mayor

(If corporate)

ATTEST:

ATTEST:

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

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

Town Clerk

\_\_\_\_\_  
Printed Name/Title  
(Affix Seal)

(Affix Seal)

# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 2, 2020

## Item Details

Presenter(s): Mary Beth Manville, Human Resources Director

Department(s): Human Resources

### Requested Motion

Motion to approve a five (5) year contract with Cornerstone OnDemand, and authorizing the Town Manager to execute the same, for Recruiting, Performance and Learning Management Software Services

### Approval Recommended?

Yes

### Item Details

This contract amends the initially approved contract that included just performance and learning management, and adds the following software services:

- Recruitment
- Onboarding
- Succession Planning
- Compensation Management
- Certification Tracking

The amended contract will be for five (5) years.

### Attachments

- Cornerstone OnDemand Multi-year Contract
- Cornerstone OnDemand Statement of Work
- Cornerstone OnDemand Work Order







Cornerstone OnDemand – ORDER			
Client Name ("Client"):	Town of Apex, NC		
Order Effective Date:	[Date of last signature below]		
Quote Number	Q-00103751		
Is a new purchase order required for this purchase?*	("No," unless box is checked) <input type="checkbox"/> Yes: PO#		
Primary Client Contact	Mary Beth Manville	marybeth.manville@apexnc.org	919.249.3307
Client Address (Ship To)	73 Hunter Street, Apex, NC, 27502, United States		
Primary Billing (Invoice) Contact	Mary Beth Manville	marybeth.manville@apexnc.org	919.249.3307
Client Billing (Invoice) Address	73 Hunter Street, Apex, NC, 27502, United States		
Order Start Date:	6/03/2020	Order Term/ Order End Date:	6/02/2025

\*Note: Please send purchase order number to [DLCollections@csod.com](mailto:DLCollections@csod.com) within three (3) business days of order signing.

#### Product(s)

Product Name	Max Quantity	Annual Fee(s)
Cornerstone Learning Suite	485	\$21,340.00
Cornerstone Performance Suite	485	\$21,340.00
Inbound Data Feed - Salary (IDFS) Connector (s)	1	\$2,250.00
Outbound Data Feed - Salary (ODFS) Connector (s)	1	\$2,250.00
Cornerstone Recruiting Suite	485	\$19,885.00
Outbound Data Feed - Recruiting (ODFR) Connector (s)	1	\$2,250.00
Outbound Data Feed - Onboarding (ODFO) Connector (s)	1	\$2,250.00
Data Load Wizard	1	\$2,228.00
Edge Import	1	\$0.00
Single Sign On - Standard (SSO) Connector	1	\$2,100.00
I-9 Tracker Integration	1	\$0.00
Unlimited Video Hosting and Delivery	1	\$1,592.00
Included Customer Success Package	1	\$0.00
ANNUAL FEE SUBTOTAL		\$77,485.00
		One time Fee(s)
Services (see attached Statement of Work)		\$4,200.00
FIRST YEAR GRAND TOTAL		\$81,685.00

#### Special Terms

As of June 3, 2020 ("Order Start Date"), this Order supersedes and replaces the below Orders. If/as applicable, Client shall receive a prorated credit paid for the unexpired portion(s) of the prior Order(s) term, which will be applied to Client's first invoice issued under this Order.

- The Order executed on December 10, 2018 – Pro-Rated Credit Amount: \$21,258.92



+



Client agrees to an annual 3.00% fee increase for the Annual Fees in this Order, beginning on the first anniversary thereof. In exchange, except for Content purchases, Cornerstone agrees never to increase such prices beyond this rate during the Order Term and/or any renewal thereof for the same contract length, products and quantities.

#### Invoicing Schedule

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Payment terms for this Order shall be net 45 days.

Annual fees are invoiced annually, beginning on the Order Start Date, through the Order End Date. If applicable, the final invoice for annual fees will be prorated as follows: (total number of days in the prorated period / 365) x annual fee. One-time fees are invoiced on the Order Start Date.

#### PAYMENT SCHEDULE

Invoice Date	Amount	Description
June 3, 2020	\$44,620.00	Services + Portion of Recurring Year 1 Fees **Applicable Credit to be applied
July 1, 2020	\$37,065.00	Remaining Portion of Recurring Year 1 Fees
June 3, 2021	\$ 79,809.55	Year 2 Fees
June 3, 2022	\$ 82,203.83	Year 3 Fees
June 3, 2023	\$ 84,669.97	Year 4 Fees
June 3, 2024	\$ 87,210.03	Year 5 Fees

#### Product Details

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For the Recruiting module, the "maximum quantity" refers to the total number of employees in the organization (including its Affiliates if applicable) – not Active Users.

Each data feed connector includes two login credentials. Requested modifications to a data feed connector may be subject to additional scoping and fees.

Cornerstone Learning Suite includes:

- Learning Management
- Certifications
- Connect
- Insights

Cornerstone Performance Suite includes:

- Performance Management
- Engage

+







- Succession Management
- Compensation Management
- View

Cornerstone Recruiting Suite includes:

- Recruiting Management
- Onboarding
- Campus Recruiting

**Included Package:**

New Functionality Readiness and Adoption – *adopt and drive usage of new features*

S.O.S. (Sustain Our System) – *get help with tasks and on-boarding new admins, and tune up your reports*

Education – *an efficient way to learn Cornerstone products, features and functions*

Customer Success – *proactive, strategic guidance and support to make the most of your investment*

Technical Support – *enhanced support and issue resolution*

Client Community – *access self-help tools, connect with peers and stay up to speed on what's new*

See <https://www.cornerstoneondemand.com/support/included> for detailed support descriptions.

**Terms and Conditions**

This Order is hereby incorporated into and made part of the parties' master agreement (the "Agreement"). If the term of the Agreement is set to expire prior to the end of the Order Term, the term of the Agreement is hereby extended through the end of the Order Term for the purposes of this Order.

Agreed and accepted:

Client		Cornerstone OnDemand, Inc.	
Signature:		Signature:	
Name:		Name:	
Title:		Title:	
Date:		Date:	

+



# Cornerstone OnDemand – Master Agreement

## COVER PAGE

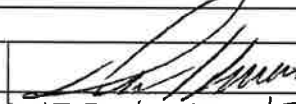
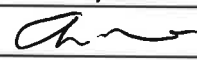
Effective Date ("ED"): [Date of the last signature below]

Client Name ("Client"):	Town of Apex, NC		
Client Address:	73 Hunter Street, Apex, NC - 27502, United States		
Billing Address:			
Federal Tax ID# / VAT #:			
<u>Primary Contact</u>		<u>Billing Contact</u> (if different than Primary Contact)	
Name:	Mary Beth Manville	Name:	Mary Beth Manville
Title:	Human Resources Director	Title:	Human Resources Director
Email:	marybeth.manville@apexnc.org	Email*:	marybeth.manville@apexnc.org
Phone:	(919) 249-3400	Phone:	(919) 249-3400

\*NOTE: All invoices will be emailed to Client unless otherwise agreed by the parties.

Is Client exempt from applicable sales/VAT tax?	
Does Client require a purchase order ("PO")?	
PO Number (if applicable):	

By signing below, each party acknowledges that it has read, understands, and agrees to the provisions set forth in this Master Agreement (the "Agreement"). No other terms and conditions will apply. Capitalized terms set forth in the Agreement shall have the respective meanings set forth in the Master Terms and Conditions. Except as otherwise expressly set forth herein, all purchases are non-cancelable and non-refundable. Fees are exclusive of applicable sales, use, VAT, and other taxes, and are net of withholding taxes.

<b>Client</b>	<b>Cornerstone OnDemand, Inc.</b>
Signature: 	Signature: 
Name: DREW HAVENS	Name: Adam Weiss
Title: TOWN MANAGER	Title: Chief Administrative Officer
Date: 12/07/2018	Date: December 12, 2018

Attest:   
Donna Hosch, Town Clerk



Approved as to form:   
DocuSigned by:  
Michael Delisa  
266B24AE554B438...

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

 for VH  
Vance Holloman, Finance Director



# Cornerstone OnDemand – Master Agreement

## MASTER TERMS AND CONDITIONS

These Master Terms and Conditions are made a part of and incorporated by reference into the Cornerstone OnDemand – Master Agreement by and between Client and Cornerstone OnDemand ("Cornerstone") (the "Agreement").

### 1. Definitions.

- a) "Active User" means, in a given calendar month, a user established on the Software with a designation of "active" at any time during that month. Client determines who is an Active User, subject to the maximum quantities set forth in the respective Order(s).
- b) "Affiliate" means a party that partially (at least 50%) or fully controls, is partially or fully controlled by, or is under partial (at least 50%) or full common control with, another party.
- c) "Client Content" means any and all courses, learning objects, certifications, quizzes, tests, materials, instructor-led sessions, documents, or URLs created and/or introduced by Client or its Affiliates that reside in the Software.
- d) "Client Data" means proprietary or personal data regarding Client, its Affiliates, or any of their users which is uploaded to the Software pursuant to this Agreement.
- e) "Confidential Information" means any non-public information of Cornerstone or Client disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects, or to which the other party may have access, which a reasonable person would consider confidential and/or which is marked "confidential" or "proprietary" or some similar designation by the disclosing party. Confidential Information shall not, however, include the existence of the Agreement or any information which the recipient can establish: (i) was or has become generally known or available or is part of the public domain without direct or indirect fault, action, or omission of the recipient; (ii) was known by the recipient prior to the time of disclosure, according to the recipient's prior written documentation; (iii) was received by the recipient from a source other than the discloser, rightfully having possession of and the right to disclose such information; (iv) is a public record as defined by Chapter 132 of the North Carolina general statutes; or (v) was independently developed by the recipient, where such independent development has been documented by the recipient.
- f) "Order" means a purchase made by Client hereunder in a schedule, statement of work, addendum, or amendment signed by both parties.
- g) "Service" means any service rendered by Cornerstone specifically to Client, including, but not limited to: (i) hosting and making available the Software; (ii) hosting, delivery, and/or distribution of elearning content; and/or (iii) provision of customer and/or technical support for the Software.
- h) "Software" means: (i) any and all of Cornerstone's proprietary web-based applications, including, without limitation, all updates, revisions, bug-fixes, upgrades, and enhancements thereto, as well as applications that have been modified in any way by Cornerstone at the request of a client; and (ii) application functionality and elearning content provided by Cornerstone-contracted third parties.
- i) "Third Party" means any party that is not either of the parties, its Affiliates, employees, shareholders, directors, officers, contractors, customers, or Active Users.

2. **Rights: Usage.** In accordance with the terms and conditions of the Agreement, Cornerstone gives Client the non-transferable and non-assignable right for the duration of applicable Orders to use, and to permit its Active Users, Affiliates, and each of their Active Users to use, the Software Items listed therein on a non-exclusive basis via the Internet. Cornerstone will (i) according to ISO27001 (or successor/equivalent) standards, maintain appropriate safeguards for protection of Client Data, including regular back-ups, security and Incident response protocols, and application and infrastructure monitoring; and (ii) not access, modify, or disclose Client Data, except as

compelled by law, to prevent or address service or technical issues, or if otherwise permitted by Client. To meet its disaster recovery commitments, Cornerstone maintains a backup copy of Client Data for approximately six (6) months following expiration or termination of the Agreement, after which time all backups are destroyed.

3. **Restrictions.** The Software may be used only for Client's and its Affiliates' own lawful business purposes. Client shall not: (i) use or deploy the Software in violation of applicable laws or this Agreement; (ii) resell any Software or Service except through Extended Enterprise transactions/registrations; (iii) create any derivative works based upon the Software; (iv) reverse engineer, reverse assemble, decompile or otherwise attempt to derive source code from the Software or any part thereof (except to the extent that such restriction is not permitted under applicable law); (v) make any Software or Service available to any unauthorized parties; or (vi) release the results of benchmark tests or other comparisons of any Software or Service with other software, services, or materials. Client will be responsible for Active Users' compliance with the Agreement and liable for Active Users' breach thereof. Client will ensure that it has obtained all necessary consents and approvals for Cornerstone to access Client Data for the purposes permitted under this Agreement.
4. **Support.** Cornerstone shall provide the level of technical support stated in the applicable Order. Only the number of administrators set forth in the applicable support package description (i.e., not all Active Users) who have completed the requisite training may contact Cornerstone for support. Client agrees to promptly provide Cornerstone with sufficient documentation, data and assistance with respect to any reported errors, and to reasonably cooperate with Cornerstone, in order for Cornerstone to comply with its support obligations hereunder. In no event shall Cornerstone be responsible or liable for any errors, bugs or other problems contained in or originating from hardware or software not provided by Cornerstone. Should unexpected or inappropriate use of the Software result in denial of service (DoS) with respect to the Software, Cornerstone may disable the implicated Client Content and/or deny access to Client's portal only if and for so long as necessary to restore service.
5. **Fees and Payment.** Client will be invoiced for fees according to the applicable Order. Payment of fees will be due within thirty (30) days of receipt of invoice, except where an Order expressly prescribes other payment dates. Except where otherwise stated, all fees set forth in an Order are in U.S. dollars and must be paid in the currency set forth in the Order. Late payments hereunder will incur a late charge of 1.5% (or the highest rate allowable by law, whichever is lower) per month on the outstanding balance from the date due until the date of actual payment. In addition, following notice and a reasonable time to cure, Services are subject to suspension for failure to timely remit payment therefor.

### 6. Term and Termination.

- a) **Term.** The term of this Agreement runs from the Effective Date through the later of: (i) three (3) years; and (ii) expiration or termination of the last Order.
- b) **Termination for Cause.** Either party may immediately terminate this Agreement if the other party materially breaches the Agreement, and, where capable of remedy, such breach has not been materially cured within thirty (30) days of the breaching party's receipt of written notice describing the breach in reasonable detail.
- c) **Bankruptcy Events.** A party may immediately terminate this Agreement if the other party: (i) has a receiver appointed over it or over any part of its undertakings or assets; (ii) passes a resolution for winding up (other than for a bona fide scheme of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect and such order is not

discharged or stayed within ninety (90) days; or (iii) makes a general assignment for the benefit of its creditors.

- d) **Effect of Termination.** Immediately following termination of this Agreement, Client shall cease using all Software and Services. Client may retrieve Client Data any time prior to termination or expiration of the Agreement. If requested, Cornerstone will assist with such data retrieval at a scope and price to be agreed.
7. **Confidentiality.** Each of the parties agrees: (i) not to disclose any Confidential Information to any third parties except as mandated by law and except to those Affiliates and subcontractors of Cornerstone providing Services hereunder who agree to be bound by confidentiality obligations no less stringent than those set forth in this Agreement; (ii) not to use any Confidential Information for any purposes except carrying out such party's rights and responsibilities under this Agreement; and (iii) to keep the Confidential Information confidential using the same degree of care such party uses to protect its own confidential information; provided, however, that such party shall use at least reasonable care. These obligations shall survive termination of this Agreement. If either party breaches any of its obligations with respect to confidentiality or the unauthorized use of Confidential Information hereunder, the other party shall be entitled to seek equitable relief to protect its interest therein, including but not limited to, injunctive relief, as well as money damages. Notwithstanding anything to the contrary in this Agreement, Chapter 132 of the North Carolina General Statutes governs the release of any information determined to be a public record and shall control in this Agreement without penalty or liability to either party. Release, retention or copying of any document or information consistent with North Carolina law shall not be a breach of this Agreement.
8. **Intellectual Property.** As between the parties, Cornerstone will and does retain all proprietary and intellectual property rights, title and interest in and to the Software and Services. Client retains all proprietary and intellectual property rights, title and interest in and to Client Data and Client Content.
9. **Indemnification.**
- a) **Indemnification by Cornerstone.** Cornerstone agrees to indemnify, defend, and hold harmless Client from and against any and all Third Party claims and causes of action, as well as related losses, liabilities, judgments, awards, settlements, damages, expenses and costs (including reasonable attorney's fees and related court costs and expenses) (collectively, "Damages") incurred or suffered by Client which directly relate to or directly arise out of the violation or infringement of any third-party intellectual property rights by Client's authorized use of the Software. The foregoing provisions of this section shall not apply to the extent the Damages relate to or arise out of: (i) Client Data; (ii) Client Content; or (iii) unauthorized use and/or alteration of the Software by Client and/or its users.
- b) **Indemnification by Client.** Intentionally Deleted.
- c) **Indemnification Procedures.** To obtain indemnification, Indemnitor shall: (i) give written notice of any claim promptly to Indemnitee; (ii) give Indemnitor, at Indemnitor's option, sole control of the defense and settlement of such claim, provided that Indemnitor may not, without the prior consent of Indemnitee (not to be unreasonably withheld), settle any claim unless it unconditionally releases Indemnitee of all liability; (iii) provide to Indemnitor all available information and assistance; and (iv) not take any action that might compromise or settle such claim.
- d) **Infringement Cures.** Should the Software or any part thereof become, or in Cornerstone's reasonable opinion be likely to become, the subject of a claim for infringement of a third party intellectual property right, then Cornerstone may, at its sole option and expense: (i) procure for Client the right to use and access the infringing or potentially infringing item(s) of the Software free of any liability for infringement; or (ii) replace or modify the infringing or potentially infringing item(s) of the Software with a non-infringing substitute otherwise materially complying with the functionality of the replaced system.
- e) **Exclusive Remedies.** The remedies set forth in this section shall be exclusive with respect to any Infringement claim hereunder.
10. **Insurance.** Cornerstone shall maintain valid general liability insurance, in the minimum amount of \$1,000,000, and provide a certificate of such Insurance naming the Town of Apex as an additional insured by

endorsement to the policy. If the policy has a blanket additional insured provision, Cornerstone's insurance shall be primary and non-contributory to other insurance. Cornerstone 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 will be provided to Client and considered part of this document. Notwithstanding the foregoing, neither the requirement for Cornerstone to have sufficient insurance nor the requirement that the Town is named as an additional insured, shall constitute waiver of the Town's governmental immunity in any respect, under North Carolina law.

11. **Warranties.** Each party represents and warrants to the other party that, as of the date hereof: (i) it has full power and authority to execute and deliver the Agreement; (ii) the Agreement has been duly authorized and executed by an appropriate employee of such party; (iii) the Agreement is a legally valid and binding obligation of such party; and (iv) its execution, delivery and/or performance of the Agreement does not conflict with any agreement, understanding or document to which it is a party. CORNERSTONE WARRANTS THAT THE SOFTWARE WILL PERFORM SUBSTANTIALLY IN MATERIAL ACCORDANCE WITH THE AGREEMENT AND APPLICABLE DOCUMENTATION REGARDING EXISTING FUNCTIONALITY PROVIDED BY CORNERSTONE; NO NEW OR DIFFERENT FUNCTIONALITY IS PROMISED HEREUNDER. TO THE EXTENT PERMITTED BY APPLICABLE LAW, CORNERSTONE DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.
12. **Liability.**
- a) **Liability Cap.** EXCEPT FOR (i) A PARTY'S INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATIONS; (ii) A PARTY'S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE; OR (iii) LIABILITY WHICH CANNOT BE LIMITED BY APPLICABLE LAW, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, WILL BE LIMITED TO THE TOTAL FEES PAID OR PAYABLE BY CLIENT TO CORNERSTONE HEREUNDER FOR THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CAUSE OF ACTION AROSE. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT EXPAND SUCH LIMIT. THE PARTIES ACKNOWLEDGE THAT THE FEES AGREED UPON BETWEEN CLIENT AND CORNERSTONE ARE BASED IN PART ON THESE LIMITATIONS, AND THAT THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ANY ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING LIMITATION SHALL NOT APPLY TO A PARTY'S PAYMENT OBLIGATIONS UNDER THE AGREEMENT.
- b) **Exclusion of Consequential Damages.** NEITHER PARTY WILL BE LIABLE FOR LOST PROFITS, LOST REVENUE, LOST BUSINESS OPPORTUNITIES, LOSS OF DATA, INTERRUPTION OF BUSINESS, PROVIDING REPLACEMENT SOFTWARE (EXCEPT AS SET FORTH IN SECTION "INFRINGEMENT CURES"), OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
13. **Communications.** Neither party shall issue any press release using the name of the other party as a customer or provider without the other party's consent.
14. **Miscellaneous Provisions.**
- a) **Governing Law; Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of North Carolina and the federal laws of the United States of America, without regard to conflict of law principles. Cornerstone and Client agree that any suit, action or proceeding arising out of, or with respect to, this Agreement or any judgment entered by any court in respect thereof shall be brought exclusively in the state or federal courts of the State of North Carolina located in the County of Wake, and each of Cornerstone and Client hereby irrevocably



accepts the exclusive personal jurisdiction and venue of those courts for the purpose of any suit, action or proceeding.

- b) **Force Majeure.** Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including without limitation acts of war, acts of God, earthquake, flood, weather conditions, embargo, riot, epidemic, acts of terrorism, sabotage, governmental act, failure of the Internet or other acts beyond such party's reasonable control, provided that the delayed party: (i) gives the other party prompt notice of such cause; and (ii) uses reasonable commercial efforts to correct promptly such failure or delay in performance.
- c) **Counterparts; Facsimile.** The Agreement and Orders may be executed in any number of counterparts and in facsimile or electronically, each of which shall be an original but all of which together shall constitute one and the same instrument.
- d) **Entire Agreement.** This Agreement contains the entire understanding of the parties in respect of its subject matter and supersedes all prior agreements and understandings (oral or written) between the parties with respect to such subject matter. Orders and the schedules and exhibits hereto constitute a part hereof as though set forth in full herein. Purchase orders submitted by Client are for Client's internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force and effect. Any modification, amendment, or addendum to this Agreement must be in writing and signed by both parties.
- e) **Assignment.** Neither party may assign this Agreement or any of its rights, obligations, or benefits hereunder, by operation of law or otherwise, without the other party's prior written consent; provided, however, either party, without the consent of the other party, may assign this Agreement to an Affiliate or to a successor (whether direct or indirect, by operation of law, and/or by way of purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of such party, where the responsibilities or obligations of the other party are not increased by such assignment and the rights and remedies available to the other party are not adversely affected by such assignment. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and permitted assigns.
- f) **No Third Party Beneficiaries.** The representations, warranties and other terms contained herein are for the sole benefit of the parties hereto and their respective successors and permitted assigns, and shall not be construed as conferring any rights on any other persons.
- g) **Statistical Data.** Without limiting the confidentiality rights and intellectual property rights protections set forth in this Agreement, Cornerstone has the perpetual right to use aggregated, anonymized, and statistical data ("Statistical Data") derived from the operation of the Software, and nothing herein shall be construed as prohibiting Cornerstone from utilizing the Statistical Data for business and/or operating purposes, provided that Cornerstone does not share with any third party Statistical Data which reveals the identity of Client, Client's users, or Client's Confidential Information.
- h) **Suggestions.** Cornerstone shall have a royalty-free, worldwide, perpetual license to use or incorporate into the Software and Services any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by Client or its users relating to the operation of the Software and Services.
- i) **Third-Party Applications and Service Providers.**
  - i) **External Applications.** The Software may contain features capable of interoperating with third-party applications not offered by Cornerstone ("External Applications"). To use such features, Client may be required to obtain access to such applications from a third-party provider. Cornerstone shall not be responsible for Client's access to, or operation of, External Applications.
  - ii) **Embedded Applications.** Cornerstone may offer or sell certain third-party applications embedded within the Software, which meet security, privacy, and/or support standards that differ

from those set forth in the Agreement ("Embedded Applications"). Use of Embedded Applications is optional, and Client may deactivate Embedded Applications in its Software portal at any time. A list of Embedded Applications, including information relevant thereto, is available upon request.

- iii) **Service Providers.** Cornerstone offers a certification program to certify third-party service providers that implement, configure, and/or administer Software ("Certified Consultants"). A list of Certified Consultants is available upon request. Client may not permit any non-Certified Consultant to implement, configure, and/or administer Software. None of the warranties or support obligations hereunder shall apply to any Software Implemented, configured, or administered by any non-Certified Consultant.
- j) **Export Controls.** Client understands that use of the Software and Services is subject to U.S. export controls and trade and economic sanctions laws and agrees to comply with all such applicable laws and regulations, including without limitation the Export Administration Regulations maintained by the U.S. Department of Commerce, and the trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control.
- k) **Rule 10b-5 Limitations.** Each party acknowledges that United States securities laws prohibit any person who has material, non-public information about a publicly-traded company from purchasing or selling securities of such company, or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell securities of such company.
- l) **Severability.** If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be contrary to law, such provision shall be changed by the court or by the arbitrator and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions of this Agreement shall remain in full force and effect.
- m) **Notices.** Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by facsimile, or mailed by registered or certified mail, return receipt requested and postage prepaid to the address for the other party first written above or at such other address as may hereafter be furnished in writing by either party hereto to the other party. Such notice will be deemed to have been given as of the date it is delivered, if by personal delivery; the next business day, if deposited with an overnight courier; upon receipt of confirmation of facsimile delivery (if followed up by such registered or certified mail); and five days after being so mailed.
- n) **Independent Contractors.** Client and Cornerstone are independent contractors, and nothing in this Agreement shall create any partnership, joint venture, agency, franchise, sales representative or employment relationship between Client and Cornerstone. Each party understands that it does not have authority to make or accept any offers or make any representations on behalf of the other. Neither party may make any statement that would contradict anything in this section.
- o) **Waiver.** No failure or delay on the part of either party in exercising any right, power or remedy under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise or the exercise of any other right, power or remedy.
- p) **Survival.** Sections of the Agreement intended by their nature and content to survive termination of the Agreement shall so survive.
- q) **E-Verify.** Cornerstone hereby acknowledges that "E-Verify" is the federal E-Verify program operated by the US Department of Homeland Security and other federal agencies which is used to verify the work authorization of newly hired employees pursuant to federal law and in accordance with Article 2, Chapter 64 of the North Carolina General Statutes. Cornerstone further acknowledges that all employers, as defined by Article 2, Chapter 64 of the North Carolina General Statutes, must use E-Verify and after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in

accordance with NCGS §64-26(a), Cornerstone hereby attests and warrants through execution of this Agreement that Cornerstone complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

- r) Non-Appropriation. Notwithstanding any other provisions of this Agreement, the parties agree that payments due hereunder from Client are from appropriations and monies from the Apex Town Council and any other governmental entities. In the event

sufficient appropriations or monies are not made available to Client to pay the terms of this Agreement for any fiscal year, this Agreement shall terminate immediately without further obligation of Client. In the event of termination for non-appropriation Client shall pay for all Orders and services provided prior to the date of non-appropriation.



## **DATA PROCESSING ADDENDUM**

## Preamble

This Data Processing Addendum (the "**Addendum**") forms part of and is subject to the terms of the master agreement executed by the undersigned parties (the "**Master Agreement**") concerning the provisioning of human capital management software by the undersigned Cornerstone entity (hereinafter also "**Cornerstone**" or the "**Processor**") to Client (hereinafter also the "**Controller**"). It applies to all activities carried out by the Processor within the framework of the Master Agreement whereby the Processor's employees or third parties commissioned by the Processor might Process Personal Data of the Controller and/or Active Users. In the event of any conflict between the terms of the Master Agreement and the terms of this Addendum, the terms of this Addendum shall prevail.

## 1 Definitions

- 1.1 "**GDPR**" means Regulation (EU) 2016/679 of 27 April 2016.
- 1.2 "**Personal Data**" means any information Processed by Cornerstone on behalf of Client relating to an identified or identifiable natural person; see article 4(1) of the GDPR.
- 1.3 "**Personal Data Breach**" means, according to Article 4(12) of the GDPR, a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed.
- 1.4 "**Process**" or "**Processing**" means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction (see Article 4(2) of the GDPR).
- 1.5 "**Subprocessors**" has the meaning as being defined in section 5.1 of this Addendum.
- 1.6 "**Third Country**" means a country without a system of ensuring adequate protection within the meaning of Article 45 of the GDPR.

Capitalized terms used, but not otherwise defined, herein shall have the same meanings assigned to those terms in the Master Agreement.

## 2 Scope of the Addendum

Cornerstone acts as a data processor for Client, who acts as the data controller. Personal Data may include the categories of Personal Data, the categories of data subjects and the purposes of the Processing set out in Annex 1.

## 3 Processing of Personal Data

- 3.1 Cornerstone shall Process Personal Data for the purposes of providing services under the Master Agreement only in accordance with the Master Agreement and this Addendum, and in accordance with documented instructions listed in this Addendum and the Master Agreement. Client may issue further documented instructions consistent with and in the scope of this Addendum and the Master Agreement.



- 3.2 Cornerstone must notify Client in writing without undue delay regarding events which significantly impede Cornerstone's current or future ability to Process Personal Data in accordance with this Addendum.
- 3.3 Cornerstone must limit the access to Personal Data to its employees or Subprocessors for whom access to said data is reasonably necessary to fulfill Cornerstone's obligations to Client. Cornerstone must ensure that persons authorized to Process Personal Data are bound by the same or equivalent confidentiality obligations as Cornerstone and/or are under an appropriate statutory obligation of confidentiality.
- 3.4 Cornerstone shall implement and maintain appropriate technical and organizational measures as described in Article 32 of the GDPR. For this purpose, the parties agree on the security measures set forth in Annex 2 for the Processing of Personal Data.
- 3.5 The appropriate technical and organizational security measures must be determined with due regard to:
- (i) the state of the art,
  - (ii) the cost of their implementation, and
  - (iii) the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons.
- 3.6 Cornerstone shall make available to Client upon request information necessary to demonstrate compliance with Processor's obligations set forth in Article 28 of the GDPR, and allow for and reasonably assist with audits, including inspections, conducted by the Controller or an independent third party auditor appointed by the Controller, as follows:
- (i) Cornerstone shall at its own cost obtain and make available upon Client's request an audit report from an independent auditor regarding Cornerstone's compliance with the data security requirements of the controls defined in SSAE 18 or ISO 27001 (or equivalent standard). Such audit report must be issued on the basis of a recognized standard for such reports.
  - (ii) In addition, Client is entitled, at a time and scope to be agreed by the parties, to conduct or have conducted an annual audit, including an inspection, if and to the extent the audit report set forth in the preceding paragraph does not meet the requirements set forth in Article 28 of the GDPR. Any third party auditor shall not be a competitor of Cornerstone, and shall, upon Cornerstone's request, sign a customary non-disclosure agreement to treat all information obtained or received from Cornerstone confidentially, and may share any such information obtained or received only with Client and Cornerstone. Client shall be responsible for costs of the audit, and agrees to pay Cornerstone a reasonable fee per audit to be mutually agreed by the parties to cover Cornerstone assistance with the audit. An additional audit may take place: (i) if required by a competent legal supervisory authority of Client; or (ii) following a Personal Data Breach.
- 3.7 Cornerstone shall without undue delay notify Client about any:
- (i) request by a legal authority for disclosure of Personal Data Processed under the Agreement, unless such notification is expressly prohibited under applicable law; or
  - (ii) request for access to Personal Data received directly from identified data subjects

themselves or from third parties.

- 3.8 Cornerstone shall notify Client without undue delay after becoming aware of a Personal Data Breach. The notification shall be in accordance with North Carolina and Federal law and at least describe the nature of the Personal Data Breach (including, where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of Personal Data records concerned) and the measures taken or proposed by Cornerstone to address the Personal Data Breach.
- 3.9 Cornerstone shall provide reasonable and timely assistance to Client (at Client's expense) to help enable Client to respond to: (i) any request from a data subject to exercise any of the data subject's rights under applicable data protection laws (including its rights of access, correction, objection, erasure and data portability, as applicable); and (ii) any other correspondence, enquiry or complaint received from a data subject, regulator or other third party in connection with the Processing of the Personal Data.

In the event that any such request, correspondence, enquiry or complaint is made directly to Cornerstone, Cornerstone shall promptly inform Client and provide full details of the same, except to the extent prohibited by law.

- 3.10 Cornerstone shall, upon Client's request and at Client's expense, reasonably assist the Controller in ensuring compliance with Controller's obligations pursuant to Articles 32 to 36 of the GDPR (including security of Processing, notification of Personal Data breach, data protection impact assessment and prior consultation), based on the nature of Processing and the information available to Cornerstone.

#### **4 Client's General Obligations**

Client will comply with all its obligations under applicable data protection laws and regulations.

#### **5 Other Data Processors**

- 5.1 Cornerstone may engage other processors ("Subprocessors") for the Processing of Personal Data under this Addendum, provided Cornerstone ensures such Subprocessors' compliance with the terms of this Addendum. As of the effective date of the Addendum, Cornerstone relies on the Subprocessors listed in Annex 1 to provide the Services.
- 5.2 Prior to the engagement of another Subprocessor, Cornerstone shall inform Client's administrators of the intended subprocessing at least 30 days prior thereto, thereby giving the Client the opportunity to object to such change on reasonable grounds, as set forth in Article 28 of the GDPR.
- 5.3 Client authorizes Cornerstone to transfer Client Data to Cornerstone Affiliates and/or other Subprocessors located in the United States, Israel, India, New Zealand and/or other locations outside the European Economic Area, as is reasonably required to provide support, perform technical projects or perform other types of services under the Master Agreement, provided that, to the extent applicable, either: (i) such locations are recognized by the European Commission as providing adequate data protection; (ii) Cornerstone has executed on behalf of Client the EU Standard Contractual Clauses with such Affiliates and/or other Subprocessors (Client hereby grants such proxy to Cornerstone); or (iii) upon Client's request, Client executes the EU Standard Contractual Clauses directly with such Affiliates and/or other Subprocessors.
- 5.4 Cornerstone shall remain fully liable to the Client for the performance of its Subprocessors' obligations hereunder.

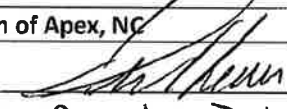



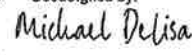
**6 Data Retrieval and Deletion**

- 6.1 Client may retrieve its Personal Data at any time prior to termination of the Master Agreement as set forth therein.
- 6.2 Promptly upon the expiration or earlier termination of the Master Agreement, or earlier upon Client's request, Cornerstone shall securely destroy or render unreadable or undecipherable, each and every original and copy in every media of all Personal Data in Cornerstone's possession, custody or control.
- 6.3 Notwithstanding section 6.2, backups of Personal Data are to be deleted according to and in compliance with Cornerstone's general backup cycle, which means that backups will be deleted at the latest within approximately six (6) months from the decommissioning of Client's portal.
- 6.4 Cornerstone shall provide to Client, upon Client's request, written confirmation that deletion has occurred in accordance with this section 6.
- 6.5 In the event applicable law does not permit Cornerstone to comply with delivery or destruction of Personal Data as set forth herein, Cornerstone shall ensure the privacy, confidentiality and security of Personal Data in accordance with the standards agreed in this Addendum and shall not use or disclose any Personal Data after termination of the Master Agreement.

**7 Miscellaneous**

The parties may agree in good faith on any reasonable amendment to the Addendum required to maintain compliance with the applicable law. Such amendment may include additional fees to be reasonably agreed by the parties.

<b>Client: Town of Apex, NC</b>		<b>Cornerstone OnDemand</b>	
Signature:		Signature:	
Name:	DREW HAVENS	Name:	Adam Weiss
Title:	TOWN MANAGER	Title:	Chief Administrative Officer
Date:	12/07/2018	Date:	December 10, 2018

DocuSigned by:  
  
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ANNEX 1**I. Categories of data, categories of data subjects and purposes of the Processing****a) Categories of Personal Data**

The Personal Data being Processed by Cornerstone may concern the following categories of data:

- Learning, performance, recruiting, and/or HR data

**b) Categories of data subjects**

The Personal Data Processed by Cornerstone may concern the following categories of data subjects:

- Employees, suppliers, contractors, agents, directors, officers, customers, members, and/or partners of the data controller and/or its affiliates

**c) Purpose and nature of the Processing operations**

Personal Data may be Processed by Cornerstone for the following purposes:

- Delivery and use of human capital management software;
- Implementation services related to configuration of human capital management software;
- Product support; and
- Technical projects

as further described in Cornerstone OnDemand's SSAE18 audit report, ISO27001 audit report, and IT security policy.

**d) Special categories of data**

None.

**II. Current Subprocessors**

Subprocessor	Country	Services performed
Cornerstone OnDemand Limited*	U.K.	Support, Technical Project Services
Cornerstone OnDemand, Inc.*	U.S.A.	Support, R&D, Technical Project Services
Cornerstone OnDemand Spain S.L.	Spain	Support
Cornerstone OnDemand Global Operations, Inc.	EU branches	Support
Cornerstone OnDemand Global Operations, Inc.	Israel	Support
Cornerstone OnDemand ANZ	New Zealand	Support
Cornerstone OnDemand Services India Private Limited	India	Support, Technical Project Services

\*If this Cornerstone entity is the party executing the Addendum, the entity will be deemed the Processor and not a Subprocessor.



## ANNEX 2

### **Security measures**

(1) Cornerstone shall Process Personal Data in accordance with applicable law to which Cornerstone is subject and in accordance the data security requirements of the controls defined in SSAE 16 SOC 2 or ISO 27001 (or equivalent standard).

(2) Cornerstone shall appoint a fixed contact point for Client to carry out any matters in relation to the Processing of Personal Data.

(3) Cornerstone shall ensure that Cornerstone's employees receive adequate training and instructions, including, but not limited to, education on general safety awareness, relevant security policies and procedures, and Personal Data Processing.

(4) Cornerstone shall maintain organizational and technical measures to ensure separation of data between clients and systems.

(5) Access Control of Processing Areas

Cornerstone shall maintain suitable measures in order to prevent unauthorized persons from gaining access to the data Processing equipment (namely telephones, database and application servers and related hardware) where the Personal Data is Processed or used. This is accomplished by measures like:

- establishing security areas;
- protection and restriction of access paths;
- securing the decentralized telephones, data Processing equipment and personal computers;
- establishing access authorizations for employees and third parties, including the respective documentation;
- regulations on card-keys;
- restriction on card-keys;
- all access to the data centre where Personal Data is hosted is logged, monitored, and tracked;
- the data centre where Personal Data is hosted is secured by a security alarm system; and
- other appropriate security measures.

(6) Access Control to Data Processing Systems

Cornerstone shall maintain suitable measures to prevent its Personal Data Processing systems from being used by unauthorized persons. This is accomplished by measures like:

- identification of the terminal and/or the terminal user to the Cornerstone systems;
- automatic time-out of user terminal if left idle, with identification and password required to reopen;
- automatic turn-off of the user ID when several erroneous passwords are entered;
- log file of events (monitoring of break-in-attempts);
- issuing and safeguarding of identification codes;
- dedication of individual terminals and/or terminal users, and identification characteristics exclusive to specific functions;

- employee policies and training with respect to each employee's access rights to Personal Data (if any), including informing employees about their obligations and the consequences of any violations of such obligations, to ensure that employees will only access Personal Data and resources required to perform their job duties; and
- all access to data content is logged, monitored, and tracked.

(7) Access Control to Use Specific Areas of Data Processing Systems

Cornerstone commits that the persons entitled to use its Personal Data Processing system are only able to access the data within the scope and to the extent covered by its access permission (role or authorization) and that Personal Data cannot be read, copied or modified or removed without authorization. This shall be accomplished by:

- employee policies and training with respect to each employee's access rights to the Personal Data;
- allocation of individual terminals and /or terminal user, and identification characteristics exclusive to specific functions;
- monitoring capability in respect of individuals who delete, add or modify the Personal Data;
- effective and measured disciplinary action against individuals who access Personal Data without authorization;
- release of Personal Data only to authorized persons;
- control of files, controlled and documented destruction of Personal Data; and
- policies controlling the retention of back-up copies.

(8) Availability Control

Cornerstone shall maintain suitable measures to ensure that Personal Data are protected from accidental destruction or loss. This is accomplished by:

- infrastructure redundancy;
- tape backup is stored off-site and available for restore in case of failure of SAN infrastructure for database server;
- complying with Cornerstone's business continuity policy; and
- any detected security incident is recorded

For all applications supported by the Cornerstone, the following controls will be implemented:

(9) Transmission Control

Cornerstone shall maintain suitable measures to prevent the Personal Data from being read, copied, altered or deleted by unauthorized parties during the transmission thereof or during the transport of the data media. This is accomplished by:

- use of state-of-the-art firewall and encryption technologies to protect the gateways and pipelines through which the data travels;
- certain highly confidential data (e.g., personally identifiable information such as National ID numbers, credit or debit card numbers) is also encrypted within system transmission; and
- as far as possible, all data transmissions are logged, monitored and tracked.

(10) Input Control

Cornerstone implements suitable measures to ensure that it is possible to check and establish whether and by whom Personal Data has been input into Personal Data Processing systems or removed. This is accomplished by:

- an authorization policy for the input of data into memory, as well as for the reading, alteration and disposal of stored Personal Data;
- authentication of the authorized personnel;
- protective measures for the data input into memory, as well as for the reading, alteration and disposal of stored Personal Data;
- utilization of user codes (passwords);
- following a policy according to which all employees of Cornerstone who have access to Personal Data Processed for Client shall reset their passwords at a minimum once in a 180 day period;
- providing that entries to Data Processing facilities (the rooms housing the computer hardware and related equipment) are capable of being locked;
- automatic log-off of user IDs that have not been used for a substantial period of time;
- proof established within Cornerstone's organization of the input authorization; and
- electronic recording of entries.

(11) Cornerstone system administrators (if any):

Cornerstone shall maintain measures to monitor its system administrators and to ensure that they act in accordance with instructions received. This is accomplished by:

- individual appointment of system administrators;
- adoption of suitable measures to register system administrators' access logs and keep them secure, accurate and unmodified for at least six months;
- yearly audits of system administrators' activity to assess compliance with assigned tasks, the instructions received by importer and applicable laws;
- keeping an updated list with system administrators' identification details (e.g. name, surname, function or organizational area) and tasks assigned and providing it promptly to Client upon request.

(12) Separation of Processing for different Purposes

Cornerstone shall maintain suitable measures to ensure that Personal Data collected for different purposes can be Processed separately. This is accomplished by:

- access to Personal Data is separated through application security for the appropriate users; and
- modules within Cornerstone's database separate which data is used for which purpose, i.e., by functionality and function.

Client acknowledges and agrees that Cornerstone may change its security policies and related security measures, provided that Cornerstone maintains, at all times, an overall level of security as least as stringent as the one set forth in this Addendum.





Cornerstone OnDemand – ORDER			
Client Name ("Client"):		Town of Apex, NC	
Order Effective Date:		[Date of last signature below]	
Master Agreement Effective Date:			
Is a new purchase order required for this purchase?*		("No," unless box is checked) [ ] Yes: PO#	
Primary Client Contact		Mary Beth Manville	marybeth.manville@apexnc.org (919) 249-3400
Client Address (Ship To)		PO Box 250, Apex, NC, 27502, United States	
Primary Billing (Invoice) Contact		Mary Beth Manville	marybeth.manville@apexnc.org (919) 249-3400
Client Billing (Invoice) Address		PO Box 250, Apex, NC, 27502, United States	
Order Start Date:	[Order Effective Date]	Order Term/ Order End Date:	3 Year(s)

\*Note: If Purchase Order (PO) number is required for this purchase and not listed above, please send PO number to [DLCollections@csod.com](mailto:DLCollections@csod.com) within 3 business days of order signing

This Order is hereby incorporated into and made part of the Master Agreement (sometimes referred to as the Cloud Subscription Agreement or License and Services Agreement or similar name) by and between Client and Cornerstone OnDemand (the "Agreement"). Capitalized terms used, but not otherwise defined, herein shall have the same meanings assigned to those terms in the Agreement. If the term of the Agreement is set to expire prior to the end of the Order Term, the term of the Agreement is hereby extended through the end of the Order Term for the purposes of this Order.

Product Name	Max Quantity	Annual Fee(s)
Single Sign On - Standard (SSO) Connector (s)	1	\$2,100.00
Unlimited Video Hosting and Delivery	1	\$1,500.00
Learning	485	\$13,580.00
Connect	485	\$6,790.00
Performance	485	\$13,580.00
Included Customer Success Package	1	\$0.00
Data Load Wizard	1	\$2,100.00
<b>ANNUAL FEE SUBTOTAL</b>		<b>\$39,650.00</b>
		<b>One time Fee(s)</b>
Services (see attached Statement of Work)		\$0.00
<b>FIRST YEAR GRAND TOTAL</b>		<b>\$39,650.00</b>

#### Included Package:

New Functionality Readiness and Adoption – *adopt and drive usage of new features*  
 S.O.S. (Sustain Our System) – *get help with tasks and on-boarding new admins, and tune up your reports*  
 Education – *an efficient way to learn Cornerstone products, features and functions*  
 Customer Success – *proactive, strategic guidance and support to make the most of your investment*  
 Technical Support – *enhanced support and issue resolution*  
 Client Community – *access self-help tools, connect with peers and stay up to speed on what's new*

Annual fees are invoiced annually, beginning on the Order Start Date, through the Order End Date. If applicable, the final invoice for annual fees (except for eLearning content) will be prorated as follows: (total number of days in the prorated period / 365) x annual fee. One-time fees are invoiced on the Order Start Date. See <https://www.cornerstoneondemand.com/support/included> for detailed support descriptions.

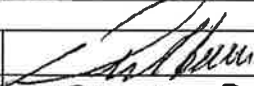



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Client agrees to an annual 3.00% fee increase for the Annual Fees in this Order, beginning on the first anniversary thereof. In exchange, Cornerstone agrees never to increase prices for Cornerstone software beyond this rate during the Order Term and/or any renewal thereof for the same contract length, products and quantities.

Agreed and accepted:

Client		Cornerstone OnDemand	
Signature:		Signature:	
Name:	DREW HAVENS	Name:	Adam Weiss
Title:	TOWN MANAGER	Title:	Chief Administrative Officer
Date:	12/01/2018	Date:	December 10, 2018

DocuSigned by:

Michael Delisa

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## STATEMENT OF WORK (Enterprise)

### SCOPE OF SERVICES AND DELIVERABLES

#### Timeline and Delivery

- Upon completion of the Client portal and configuration set up tasks, Cornerstone will distribute all access credentials to the Client, which indicates the Client Portal systems are ready for use. Acceptance of these deliverables will be in accordance with the Agreement. Upon completion of the Client Portal and Configuration Set Up phase, the Software is ready for use by Client.

### PROJECT RESOURCES

The table below outlines recommended resources and time estimates for each phase. Time durations are estimates and may vary based on client requirement. Each phase may overlap and may require a shifting of hours among phases based on Client's processes. The project lifecycle may be repeated for each additional module.

Phase	Estimated Duration	Cornerstone Resources	Client Resources
<b>Build Prototype</b>	2 Weeks	<ul style="list-style-type: none"> <li>Implementation Consultant</li> <li>Integration Consultant</li> <li>Engagement Manager</li> </ul>	<ul style="list-style-type: none"> <li>Project Manager</li> <li>Business Process Owners</li> <li>Technical Resources</li> <li>System Administrators</li> </ul>
<b>Proof of Concept</b>	2 Weeks	<ul style="list-style-type: none"> <li>Implementation Consultant</li> <li>Integration Consultant</li> <li>Engagement Manager</li> </ul>	<ul style="list-style-type: none"> <li>Project Manager</li> <li>Business Process Owners</li> <li>Technical Resources</li> <li>System Administrators</li> </ul>
<b>Validate and Launch</b>	4 Weeks	<ul style="list-style-type: none"> <li>Implementation Consultant</li> <li>Integration Consultant</li> <li>Engagement Manager</li> </ul>	<ul style="list-style-type: none"> <li>Project Manager</li> <li>Business Process Owners</li> <li>System Administrators</li> <li>Technical Resources</li> </ul>





## IMPLEMENTATION SERVICES AND ESTIMATED TIMELINE

The Scope of Services outlined below provides a breakdown of the key components of the Implementation Services and the corresponding deliverables to be provided by Cornerstone and Client.

Phase	Cornerstone Deliverables	Client Deliverables
<b>Build Prototype</b>	<p><b>Week One:</b></p> <ul style="list-style-type: none"> <li>Collect any client process documentation (via completed process Questionnaire)</li> <li>Prepare prototype configuration of the Live portal based upon client response to process Questionnaire</li> <li>Project initiation call with client. Confirm project scope with client project team</li> <li>Identify and communicate to client the most important online courses for the project scope</li> <li>Create meeting schedule for project lifecycle</li> <li>Establish and document project controls and processes for status reporting, issue resolution, and risk management processes</li> <li>Schedule kickoff meeting</li> <li>Communicate requirement to complete Organizational Units, Security preferences and training</li> <li>Complete remote kick-off meeting</li> <li>Review technical projects in-scope</li> <li>Deliver technical projects questionnaires</li> <li>Deliver technical documentation (data design documents and templates)</li> <li>Implementation Consultant schedules and leads Organizational Unit Workshop</li> </ul> <p><b>Week Two:</b></p> <ul style="list-style-type: none"> <li>Deliver the Project Plan to Client</li> <li>Schedule and lead technical kickoff calls when applicable or direct client to recorded technical workshops</li> <li>Complete options for any additional training that has been purchased</li> <li>Review prototype with client</li> <li>Deliver client tool kit for success</li> </ul>	<p><b>Weeks One:</b></p> <ul style="list-style-type: none"> <li>Complete process questionnaire (if not already completed)</li> <li>Provide branding and marketing requirements (if not already provided through questionnaire)</li> <li>Deliver documented performance processes including process maps and supporting forms or documentation (if not already provided through questionnaire)</li> <li>Deliver documented social collaboration requirements, workflow and set up (if not already provided through questionnaire)</li> <li>Deliver documented learning processes including approvals, evaluations, process maps and supporting forms or documentation (if not already provided through questionnaire)</li> <li>Provide external user approval workflows (if not already provided through questionnaire)</li> <li>Provide external training requirements (if not already provided through questionnaire)</li> <li>Client completes administrator training as prescribed in the training plan</li> <li>Participates in remote kick-off meeting</li> <li>Assemble project team</li> <li>Define measures of project success</li> <li>Attend technical project kickoff calls</li> <li>Provide organization chart(s) to assist in designing Organization Unit structure</li> <li>Provides sample user profile record and definition</li> <li>Client content provider listing and courses</li> <li>Provide use case scenarios to model recommended configuration</li> </ul> <p><b>Week Two:</b></p> <ul style="list-style-type: none"> <li>Attend remote sessions</li> <li>Confirm Project Plan</li> <li>Confirm meeting schedule</li> <li>Take online training as needed</li> <li>Complete design specifications for technical projects in scope.</li> </ul>
<b>Proof of Concept</b>	<p><b>Week Three:</b></p> <ul style="list-style-type: none"> <li>Technical follow up meeting</li> <li>Prep work for Proof of Concept sessions</li> </ul> <p><b>Week Four:</b></p> <ul style="list-style-type: none"> <li>Conduct Proof of Concept sessions to review initial portal configuration</li> <li>Cornerstone will update live portal (if required) based on outputs from Proof of Concept Sessions</li> </ul>	<p><b>Week Three:</b></p> <ul style="list-style-type: none"> <li>Attend remote sessions</li> <li>Complete administrator training as prescribed in the training plan</li> </ul> <p><b>Week Four:</b></p> <ul style="list-style-type: none"> <li>Attend Proof of Concept remote sessions</li> <li>Create customized acceptance test scripts</li> </ul>



Phase	Cornerstone Deliverables	Client Deliverables
	<ul style="list-style-type: none"> <li>• Scope of updates will be limited to:</li> <li>• Configure for <b>Connect Module</b> <ul style="list-style-type: none"> <li>◦ One (1) Community, one (1) Knowledge Bank Topic, examples of all posting types, examples of all membership types, badges and feedback, one (1) dynamic team</li> </ul> </li> <li>• Configure for <b>Learning Module</b> <ul style="list-style-type: none"> <li>◦ Platform preferences, email triggers</li> <li>◦ eLearning (SCORM/AICC) content load (1 course) and one (1) Level 1 evaluation</li> <li>◦ One (1) instructor-led training example</li> <li>◦ One (1) curriculum</li> <li>◦ One (1) material</li> <li>◦ One (1) video</li> <li>◦ One (1) proxy enrollment</li> <li>◦ One (1) test</li> <li>◦ One (1) training request form</li> <li>◦ One (1) approval workflow</li> </ul> </li> <li>• Configure for <b>Performance Module</b> <ul style="list-style-type: none"> <li>◦ Platform preferences, one (1) development plan template, one (1) review template, one (1) task</li> </ul> </li> <li>• Deliver sample test scripts</li> <li>• Submit request for Client Success Manager</li> <li>• Deliver process maps for majority process</li> </ul>	<ul style="list-style-type: none"> <li>• Complete administrator training as prescribed in the training plan</li> <li>• Complete setup in live portal including: <ul style="list-style-type: none"> <li>◦ Global Configurations – emails triggers, security roles, welcome page, preferences</li> <li>◦ Language translations, as necessary</li> <li>◦ Configuration of additional client security roles</li> </ul> </li> <li>• <b>Connect</b> <ul style="list-style-type: none"> <li>◦ Load postings, creates topics created, assembles communities, and assigns community managers</li> </ul> </li> <li>• <b>Performance Module</b> <ul style="list-style-type: none"> <li>◦ Create goals, competencies, competency models, development plans, review questions, review templates, tasks</li> </ul> </li> <li>• Complete and implement technical projects in scope.</li> </ul>
<b>Validate &amp; Launch</b>	<p><b>Week Five:</b></p> <ul style="list-style-type: none"> <li>• Schedule copy down from live to pilot to copy above configuration to pilot prior to commencement of UAT</li> <li>• Copy pilot to stage if you need to preserve Historic Data</li> <li>• Discuss User Acceptance Testing including test scripts and participants during on-site User Acceptance Testing workshop</li> <li>• Schedule daily User Acceptance Testing touch base to solution review open issues with client (include Client Success Manager)</li> <li>• Solidify configuration with client in preparation for User Acceptance Testing in pilot</li> <li>• Complete technical projects in scope:</li> </ul> <p><b>Week Six through Seven:</b></p> <ul style="list-style-type: none"> <li>• Daily User Acceptance Testing touch base to review open testing issues with client (include Client Success Manager)</li> <li>• Triage (categorize and prioritize) reported issues and address prior to go-live</li> <li>• Finalize integration projects in production</li> <li>• Support Client during testing and validation</li> </ul> <p><b>Week Eight:</b></p> <ul style="list-style-type: none"> <li>• Complete Client Success Manager handoff</li> <li>• Technical Projects</li> </ul>	<p><b>Week Five:</b></p> <ul style="list-style-type: none"> <li>• Attend follow-up remote sessions</li> <li>• Attend User Acceptance Testing workshop</li> <li>• Create and complete user acceptance test scripts</li> </ul> <p><b>Week Six through Seven:</b></p> <ul style="list-style-type: none"> <li>• Attend all User Acceptance Testing calls</li> <li>• Review UAT feedback with Implementation team</li> <li>• Make corrections or configuration changes based on UAT findings in Live portal</li> <li>• Test system interfaces end-to-end</li> <li>• Populate specific test data like tasks and users</li> <li>• Create and complete client-specific test assessment template</li> </ul> <p><b>Week Eight:</b></p> <ul style="list-style-type: none"> <li>• Attend Client Success Manager transition meeting</li> <li>• Client makes configuration adjustments on Pilot and Live portals</li> <li>• Update Live portal configuration based on testing feedback</li> <li>• Post Live issue remediation (partner with Client Success Manager to assist)</li> <li>• Client Go-Live</li> </ul>



Phase	Cornerstone Deliverables	Client Deliverables
	<ul style="list-style-type: none"><li>• Copy down executed to pilot (If necessary can do copy over from pilot to stage prior to Live Copy Down)</li><li>• Obtain named care admins from client</li><li>•</li><li>• Support Client during testing and validation</li><li>• SOW Review with Client Success Manager</li><li>• Close out any open issues/items for Go Live</li><li>• Client Go-Live</li><li>• Discuss post live survey with client</li><li>• Schedule and execute final Historical Data Loads</li><li>• Conduct project close out</li></ul>	





#### TECHNICAL PROJECTS AND EDUCATIONAL SERVICES SCOPE

##### Project Component - Data Load Wizard

###### Brief Summary

Integration with Client systems enabling automated maintenance of the following data sets: Client User Accounts and Organizational Units (OUs), historical LMS user transcript records, learning objects, material files, compensation data, competency bank items and resume data

###### Tasks

- Cornerstone: Enable Data Load Wizard in client portals
- Cornerstone: Lead the Client in a design workshop to review the data feed design process and supports the design decision process of the Client
- Client: Prepares files for load
- Cornerstone: Guides Client on loading files into the Pilot Portal
- Client: Reviews and corrects any errors detected in the load process
- Client: Reviews and approves data load on Pilot
- Client: Loads data to Live using Data Load Wizard and templates

###### Assumptions

- Utilizes Cornerstone standard Data feed specifications as designed for the Data Load Wizard.
- Client has the ability to extract and transform source data to the Design Specifications format.
- Client has the ability to configure file transfers of data to Cornerstone



### TIMELINE AND DELIVERY

The parties agree to initiate the project within two weeks of the Order Effective Date.

The Implementation Services set forth and described in this Statement of Work will take eight (8) weeks in duration to complete. The Services will be performed remotely by Cornerstone, except for any on-site Services so expressly identified herein.

The Services will be performed for the below flat fee(s), plus reimbursement of pre-approved travel expenses for on-site activities.

Changes to the scope of this Statement of Work and/or Client delays will require a change order, and may result in additional expense.

Client and Cornerstone will create the project plan to meet this completion date during the Initiate phase. Client and Cornerstone agree to provide the necessary resources to complete all of the deliverables as per the agreed project plan.

Project Components		Investments
<b>Implementation Services</b>		<b>\$0.00</b>
Learning Implementation - Small Enterprise	SVCSIMP0120	included
Enterprise Connect Implementation - Small Enterprise	SVCSIMP0133	included
Performance Implementation - Small Enterprise	SVCSIMP0122	included
<b>Technical Services</b>		<b>\$0.00</b>
Data Load Wizard Implementation	SVCSTEC0082	included
<b>Total Service Investment</b>		<b>\$0.00</b>

The end of the Implementation Services is defined as the completion of the above Cornerstone deliverables as outlined under the Implementation Services section of this document. Acceptance of the deliverables will be in accordance with the Agreement.

### ASSUMPTIONS AND CLIENT OBLIGATIONS

- In order for Cornerstone to provide the Services outlined in this Statement of Work, Client shall provide the necessary resources to fulfill the obligations listed below:

#### Project Specific

- Select and assign knowledgeable, empowered Implementation team including the following roles, which may overlap:
  - Business Process Owner for Learning Management System (aka, the Decision Maker)
  - Lead Cornerstone System Administrator
  - Project Manager of the Cornerstone implementation
  - HRIS Technical Administrator (Optional, depending on data requirements and extraction capabilities)
  - Executive Stakeholder (Optional)
- Begin going through kick-off documentation in the Client Success Center
- Empower team to make real-time decisions regarding configuration and business process functions during the project.
- Ensure project team attendance and active participation during all phases of the Implementation project.
- Client will ensure the requisite training has been completed prior to the start of UAT.
- Formally accept (sign-off) all key deliverables and implementation services per the Agreement.
- Manage Client project staffing and milestones through Cornerstone provided work plan, and ensure completion of Client project deliverables.
- Attend and participate in implementation sessions.



- Provide a primary point of contact for Cornerstone during and after the implementation.
- Ensure proper change management communication to end-users during implementation in preparation for rollout.
- The project will be conducted remotely, except for the on-site User Acceptance Testing workshop (maximum of 3 consecutive days on-site)
- Cornerstone and Client agree that changes to key members of implementation team or significant changes in business requirements or decisions, in each case by Client, that cause delays in the project timeline may require a change order to this Statement of Work documenting such changes and the pricing impact, if any, to the original project scope..
- Client is solely responsible for testing all processes during the UAT phase
- Client will utilize the Cornerstone course publisher to upload online content to the portal. All Client content is SCORM v1.2 or AICC v3.5 compliant
- Client is solely responsible for testing (Tracking, Completion, etc.) all content loaded to the Cornerstone portal.
- Any technical integration or service, historical data load, master data load, or data migration not expressly listed in this Statement of Work with an accompanying price will be scoped as a separate work effort and is not included in the scope of this document.
- Requests for application code changes are out of scope
- Retire Client pilot portal within 60 days after implementation; stage and live portals to remain for the term
- Additional contracts may be required to utilize third party (non-Cornerstone OnDemand services and integrations such as job board aggregation, video interview, background screening, employee eligibility and citizenship.
- Except where otherwise stated or agreed by the parties, Cornerstone's obligation to perform the Services set forth herein expires at the earlier of: (I) acceptance of the Service by Client; (II) Twelve months from the purchase date.



## STATEMENT OF WORK

### SCOPE OF SERVICES AND DELIVERABLES

#### Timeline and Delivery

- Upon completion of the Client portal and configuration set up tasks, Cornerstone will distribute all access credentials to the Client, which indicates the Client Portal systems are ready for use. Acceptance of these deliverables will be in accordance with the Agreement. Upon completion of the Client Portal and Configuration Set Up phase, the Software is ready for use by Client.

### PROJECT RESOURCES

The table below outlines recommended resources and time estimates for each phase. Time durations are estimates and may vary based on client requirement. Each phase may overlap and may require a shifting of hours among phases based on Client's processes. The project lifecycle may be repeated for each additional module.

Phase	Estimated Duration	Cornerstone Resources	Client Resources
<b>Build Prototype</b>	2 Weeks	<ul style="list-style-type: none"> <li>• Implementation Consultant</li> <li>• Integration Consultant</li> </ul>	<ul style="list-style-type: none"> <li>• Project Manager</li> <li>• Business Process Owners</li> <li>• Technical Resources</li> <li>• System Administrators</li> </ul>
<b>Proof of Concept</b>	2 Weeks	<ul style="list-style-type: none"> <li>• Implementation Consultant</li> <li>• Integration Consultant</li> <li>• </li> </ul>	<ul style="list-style-type: none"> <li>• Project Manager</li> <li>• Business Process Owners</li> <li>• Technical Resources</li> <li>• System Administrators</li> </ul>
<b>Validate and Launch</b>	4 Weeks	<ul style="list-style-type: none"> <li>• Implementation Consultant</li> <li>• Integration Consultant</li> </ul>	<ul style="list-style-type: none"> <li>• Project Manager</li> <li>• Business Process Owners</li> <li>• System Administrators</li> <li>• Technical Resources</li> </ul>

## IMPLEMENTATION SERVICES AND ESTIMATED TIMELINE

The Scope of Services outlined below provides a breakdown of the key components of the Implementation Services and the corresponding deliverables to be provided by Cornerstone and Client.

Phase	Cornerstone Deliverables	Client Deliverables
<b>Build Prototype</b>	<p><b>Week One:</b></p> <ul style="list-style-type: none"> <li>Collect any client process documentation (via completed process Questionnaire)</li> <li>Prepare prototype configuration of the Live portal based upon client response to process Questionnaire</li> <li>Project initiation call with client. Confirm project scope with client project team</li> <li>Identify and communicate to client the most important online courses for the project scope</li> <li>Create meeting schedule for project lifecycle</li> <li>Establish and document project controls and processes for status reporting, issue resolution, and risk management processes</li> <li>Schedule kickoff meeting</li> <li>Communicate requirement to complete Organizational Units, Security preferences and training</li> <li>Complete remote kick-off meeting</li> <li>Review technical projects in-scope</li> <li>Deliver technical projects questionnaires</li> <li>Deliver technical documentation (data design documents and templates)</li> <li>Implementation Consultant schedules and leads Organizational Unit Workshop</li> </ul> <p><b>Week Two:</b></p> <ul style="list-style-type: none"> <li>Schedule and lead technical kickoff calls when applicable or direct client to recorded technical workshops</li> <li>Complete options for any additional training that has been purchased</li> <li>Review prototype with client</li> <li>Deliver client tool kit for success</li> <li>Comp Only – Load Salary Data (In Pilot post copy down)</li> </ul>	<p><b>Weeks One:</b></p> <ul style="list-style-type: none"> <li>Complete process questionnaire (if not already completed)</li> <li>Provide branding and marketing requirements (if not already provided through questionnaire)</li> <li>Deliver documented succession processes including process maps and supporting forms or documentation (if not already provided through questionnaire)</li> <li>Deliver documented compensation processes including process maps and supporting forms or documentation (if not already provided through questionnaire)</li> <li>Deliver documented recruiting processes including process maps and supporting forms or documentation (if not already provided through questionnaire)</li> <li>Deliver documented onboarding process including process maps and supporting forms or documentation</li> <li>Client completes administrator training as prescribed in the training plan</li> <li>Participates in remote kick-off meeting</li> <li>Assemble project team</li> <li>Define measures of project success</li> <li>Attend technical project kickoff calls</li> <li>Provide organization chart(s) to assist in designing Organization Unit structure</li> <li>Provides sample user profile record and definition</li> <li>Client content provider listing and courses</li> <li>Provide use case scenarios to model recommended configuration</li> </ul> <p><b>Week Two:</b></p> <ul style="list-style-type: none"> <li>Attend remote sessions</li> <li>Confirm meeting schedule</li> <li>Take online training as needed</li> <li>Complete design specifications for technical projects in scope.</li> </ul>
<b>Proof of Concept</b>	<p><b>Week Three:</b></p> <ul style="list-style-type: none"> <li>Technical follow up meeting</li> <li>Prep work for Proof of Concept sessions</li> </ul> <p><b>Week Four:</b></p> <ul style="list-style-type: none"> <li>Conduct Proof of Concept sessions to review initial portal configuration</li> <li>Cornerstone will update live portal (if required) based on outputs from Proof of Concept Sessions</li> <li>Scope of updates will be limited to :</li> <li>Configure for <b>Compensation Module</b> <ul style="list-style-type: none"> <li>Compensation preferences, email triggers, custom fields, one (1) template, one (1) tasks</li> </ul> </li> </ul>	<p><b>Week Three:</b></p> <ul style="list-style-type: none"> <li>Attend remote sessions</li> <li>Complete administrator training as prescribed in the training plan</li> </ul> <p><b>Week Four:</b></p> <ul style="list-style-type: none"> <li>Attend Proof of Concept remote sessions</li> <li>Create customized acceptance test scripts</li> <li>Complete administrator training as prescribed in the training plan</li> <li>Complete setup in live portal including: <ul style="list-style-type: none"> <li>Global Configurations – emails triggers, security roles, welcome page, preferences</li> </ul> </li> </ul>

Phase	Cornerstone Deliverables	Client Deliverables
	<ul style="list-style-type: none"> <li>o One (1) compensation salary structure, one (1) adjustment guideline, one (1) share price</li> <li>• Configure for <b>Recruiting Module</b> <ul style="list-style-type: none"> <li>o Job requisition and template example (1)</li> <li>o Assessment question example (1)</li> <li>o Application workflow example (1)</li> <li>o Career site example (1)</li> </ul> </li> <li>• Configure sample data in pilot portal for <b>Succession Module</b> <ul style="list-style-type: none"> <li>o Create one (1) succession metric for succession plans, one (1) succession template, one (1) task</li> </ul> </li> <li>• Configure sample data in pilot for <b>Onboarding module</b> <ul style="list-style-type: none"> <li>o If not available, create one (1) Job requisition and template example</li> <li>o As required, create one (1) extension and one (1) onboarding welcome page</li> <li>o As required, create onboarding learning curriculum/ Community (provided modules available)</li> <li>o Question and forms</li> <li>o Create one (1) Onboarding workflow for internals and (1) workflow for externals</li> </ul> </li> <li>• Deliver sample test scripts</li> <li>• Submit request for Client Success Manager</li> </ul>	<ul style="list-style-type: none"> <li>o Language translations, as necessary</li> <li>o Configuration of additional client security roles</li> <li>• <b>Succession Module</b> <ul style="list-style-type: none"> <li>o Create succession metrics for succession plans, succession templates and tasks</li> <li>o Create career center preferences and data for resumes, questions, and location bank</li> </ul> </li> <li>• <b>Compensation Module</b> <ul style="list-style-type: none"> <li>o Create compensation salary structure, adjustment guidelines, share prices, templates, and tasks</li> </ul> </li> <li>• <b>Recruiting Module</b> <ul style="list-style-type: none"> <li>o Create job requisition templates, job requisitions, and assessment questions</li> <li>o Create application workflows, configure career sites</li> </ul> </li> <li>• <b>Onboarding Module</b> <ul style="list-style-type: none"> <li>o Create questions, forms and workflows</li> <li>o As required, create onboarding navigation Cornerstone HRs, extension and welcome pages</li> <li>o As required, set up onboarding curriculum / Community (provided modules available)</li> </ul> </li> <li>• Complete and implement technical projects in scope.</li> </ul>
Validate & Launch	<p><b>Week Five:</b></p> <ul style="list-style-type: none"> <li>• Schedule copy down from live to pilot to copy above configuration to pilot prior to commencement of UAT</li> <li>• Copy pilot to stage if you need to preserve Historic Data</li> <li>• Discuss User Acceptance Testing including test scripts and participants</li> <li>• Schedule daily User Acceptance Testing touch base to solution review open issues with client (include Client Success Manager)</li> <li>• Solidify configuration with client in preparation for User Acceptance Testing in pilot</li> <li>• Complete technical projects in scope:</li> </ul> <p><b>Week Six through Seven:</b></p> <ul style="list-style-type: none"> <li>• Daily User Acceptance Testing touch base to review open testing issues with client (include Client Success Manager)</li> <li>• Triage (categorize and prioritize) reported issues and address prior to go-live</li> <li>• Finalize integration projects in production</li> <li>• Support Client during testing and validation</li> </ul> <p><b>Week Eight:</b></p> <ul style="list-style-type: none"> <li>• Complete Client Success Manager handoff</li> <li>• Technical Projects</li> <li>• Copy down executed to pilot (Can do copy over from pilot to stage prior to Live Copy Down if needed)</li> <li>• Obtain named care admins from client</li> </ul>	<p><b>Week Five:</b></p> <ul style="list-style-type: none"> <li>• Attend follow-up remote sessions</li> <li>• Attend User Acceptance Testing prep meetings</li> <li>• Create and complete user acceptance test scripts</li> </ul> <p><b>Week Six through Seven:</b></p> <ul style="list-style-type: none"> <li>• Attend all User Acceptance Testing calls</li> <li>• Review UAT feedback with Implementation team</li> <li>• Make corrections or configuration changes based on UAT findings in Live portal</li> <li>• Test system interfaces end-to-end</li> <li>• Populate specific test data like tasks and users</li> <li>• Create and complete client-specific test assessment template</li> </ul> <p><b>Week Eight:</b></p> <ul style="list-style-type: none"> <li>• Attend Client Success Manager transition meeting</li> <li>• Client makes configuration adjustments on Pilot and Live portals</li> <li>• Update Live portal configuration based on testing feedback</li> <li>• Post Live issue remediation (partner with Client Success Manager to assist)</li> <li>• Client Go-Live</li> </ul>



Phase	Cornerstone Deliverables	Client Deliverables
	<ul style="list-style-type: none"> <li>• Support Client during testing and validation</li> <li>• SOW Review with Client Success Manager</li> <li>• Close out any open issues/items for Go Live</li> <li>• Client Go-Live</li> <li>• Discuss post live survey with client</li> <li>• Schedule and execute final Historical Data Loads</li> <li>• Conduct project close out</li> </ul>	

## ADDITIONAL SERVICES

### Edge Import

#### Brief Summary

Integration with Client systems enabling automated maintenance of the following data sets: Client User Accounts and Organizational Units (OUs), historical LMS user transcript records, learning objects and material files.

#### Tasks

- Cornerstone: Enable Edge Import in client portals
- Cornerstone: Lead the client in a design workshop to review the data feed design process and supports the design decision process of the client
- Client: Prepares files for load
- Cornerstone: Guides client on loading files into the Pilot Portal
- Client: Reviews and corrects any errors detected in the load process
- Client: Reviews and approves data load on Pilot
- Client: Loads data to Live using Edge Import tool

#### Assumptions

- Utilizes Cornerstone standard Data feed specifications as designed for the Edge Import.
- Client has the ability to extract and transform source data to the Design Specifications format.
- Client has the ability to configure file transfers of data to Cornerstone

### Outbound Data Feed – Recruiting (ODFR)

#### Brief Summary

A scheduled Outbound Data Feed (ODF) to Client FTP account (on Cornerstone's FTP server) of the following data sets:  
New hire (user profile) data

#### Tasks:

- Cornerstone: Provide Client with the Cornerstone standard ODF design document template
- Cornerstone: Lead Client in ODF workshops to review data process and support the functional decisions of the Client
- Cornerstone: Create ODF design document for Client
- Client: Sign-off on ODF design document
- Cornerstone: Schedules ODF to run in pilot portal on a regular basis to allow testing by Client
- Client: Process data file from FTP server into target system
- Client: Review and identify any errors detected in the ODF process
- Cornerstone: Produce corrected files as necessary in pilot portal (up-to 3 iterations per data type)
- Client: Review and approve ODF in pilot portal
- Cornerstone: Schedule and automate ODF in live portal based on Client's request

#### Assumptions

- Utilizes Cornerstone standard ODF design document template for all data types
- Cornerstone and Client will validate/iterate the data file(s) up to 3 times
- 3-iterations of exports are for the purposes of correcting errors and all 3 may not be required
- Client has skilled software resources that can process data into target system and target system can accept data
- Client will perform all data file parsing, if necessary, to distribute data to multiple target systems
- Client is responsible for properly validating ODF and identifying any errors prior to signing-off on feed in live portal
- Client acknowledges that once the design document is approved, any changes or modifications to the work scope or the feed will require creation of a change request document. Change requests are reviewed and could result in additional charges to the Client
- Any changes following Client sign-off will require a work order or SOW submission

### Custom Outbound Data Feed – Onboarding (ODFO)

#### Brief Summary

A scheduled Outbound Data Feed (ODF) to Client FTP account of the following data sets:

- ODF file for Manager
- ODF file for Associate
- Both files will contain up to 15 fields per ODF.

#### Tasks:

- Cornerstone: Provide Client with the Cornerstone standard ODF design document template
- Cornerstone: Lead Client in ODF workshops to review data process and support the functional decisions of the Client

### Custom Outbound Data Feed – Onboarding (ODFO)

- Cornerstone: Create ODF design document for Client
- Client: Sign-off on ODF design document
- Cornerstone: Schedules ODF to run in pilot portal on a regular basis to allow testing by Client
- Client: Process data file from FTP server into target system
- Client: Review and identify any errors detected in the ODF process
- Cornerstone: Produce corrected files as necessary in pilot portal (up-to 3 iterations per data type)
- Client: Review and approve ODF in pilot portal
- Cornerstone: Schedule and automate ODF in live portal based on Client's request

#### Assumptions

- Data will be extracted as is and client will be responsible for calculating scores and average.
- Data requested exist on the UI
- Utilizes Cornerstone standard ODF design document template for all data types
- Cornerstone and Client will validate/iterate the data file(s) up to 3 times
- 3-iterations of exports are for the purposes of correcting errors and all 3 may not be required
- Client has skilled software resources that can process data into target system and target system can accept data
- Client will perform all data file parsing, if necessary, to distribute data to multiple target systems
- Client is responsible for properly validating ODF and identifying any errors prior to signing-off on feed in live portal
- Client acknowledges that once the design document is approved, any changes or modifications to the work scope or the feed will require creation of a change request document. Change requests are reviewed and could result in additional charges to the Client
- Any changes following Client sign-off will require a work order or SOW submission

### Historical Data Load – Recruiting (HDLR)

#### Brief Summary

Migration of master system data to the Cornerstone portal. Migrated data includes the following data types:

- Job requisition templates and requisitions
- Candidates
- Application data, including applicant attachments and reviewer attachments

#### Tasks

- Cornerstone: Provide Client with the Cornerstone standard data design document and template
- Cornerstone: Lead Client in data loading workshops to review data load process and support the functional decisions of Client
- Cornerstone: Create data design document for Client
- Client: Sign off on data design document
- Client: Prepare files for loading by Cornerstone integration consultants
- Cornerstone: Load files into the pilot portal system
- Client: Review and correct any errors detected in the upload process
- Cornerstone: Reload corrected files as necessary in pilot portal (up to three (3) iterations per data type)
- Client: Review and approve data loaded to pilot portal
- Cornerstone: Load data on live portal

#### Assumptions

- Utilize Cornerstone standard data design document template for all data types
- All data records referencing user data does so by user's unique identifier value (UserID)
- Applicant and reviewer attachments must conform to file types accepted by the Cornerstone application
- Client is responsible for uniquely identifying records across all data types
- Client has skilled software resources that can extract legacy data from source systems
- Client has the ability to transform data to the format(s) defined by Client approved data design document
- Client will perform all data file consolidations necessary by data type defined above
- Maximum of three (3) iterations of loads by data type for the purposes of correcting errors

### Inbound Data Feed – Salary (IDFS)

#### Brief Summary

Integration with Client's salary data enabling automated maintenance via a scheduled Inbound Data Feed of Salary (IDFS) data

#### Tasks

- Cornerstone: Provide Client with the Cornerstone standard IDFS design document and template
- Cornerstone: Lead Client in IDFS workshop to review data feed process and support the functional decisions of Client
- Cornerstone: Create IDFS design document for Client



## Inbound Data Feed – Salary (IDFS)

- Client: Sign off on IDFS design document
- Client: Load files on pilot FTP folder for load, complying with Cornerstone's formatting requirements
- Cornerstone: Schedule IDFS to run in pilot portal on a regular basis to allow testing by Client
- Cornerstone: Email the pilot IDFS log file to identify load errors, after each load attempt
- Client: Review, update, and sign off the IDFS process in pilot portal
- Client: Load files on live FTP folder for load, complying with Cornerstone's formatting requirements
- Cornerstone: Schedule and automate IDFS in live portal
- Cornerstone: Email the live IDFS log file to identify load errors, after each load attempt
- Client: Review, update, and sign off on the IDFS process in live portal

### Assumptions

- Client utilizes Cornerstone standard IDFS design document and template for all data types
- Client is responsible for uniquely identifying records across all data types
- All data records referencing user data does so by user's unique identifier value (UserID)
- Client has skilled software resources that can extract data from source systems and transform data to the format(s) defined by the approved IDF design document
- Client will perform all data file consolidations necessary and provide data files in formats defined in the approved IDFS design document. All required data fields must be populated for all records
- Client is responsible for properly validating IDF and identifying any errors prior to signing off on feed in live portal
- Client acknowledges that once the design document is approved, any changes or modifications to the work scope or the feed will require creation of a change request document. Change requests are reviewed and could result in additional charges to Client
- Any changes following Client signoff will require a work order or SOW submission

## Outbound Data Feed – Salary (ODFS)

### Brief Summary

A scheduled Outbound Data Feed (ODF) to Client FTP account (on Cornerstone's FTP server) of the following data sets:

- Salary Adjustment Data

### Tasks

- Cornerstone: Provide Client with the Cornerstone standard ODF design document template
- Cornerstone: Lead Client in ODF workshops to review data process and support the functional decisions of Client
- Cornerstone: Create ODF design document for Client
- Client: Sign off on ODF design document
- Cornerstone: Schedules ODF to run in pilot portal and load to FTP folder per the agreed upon schedule to allow testing by Client
- Client: Review and identify any errors detected in the ODF process
- Cornerstone: Produce corrected files as necessary in pilot portal (up to three (3) iterations per data type)
- Client: Review and approve ODF in pilot portal
- Cornerstone: Schedule and automate ODF in live portal to load to FTP folder based on Client's requested schedule

### Assumptions

- Utilizes Cornerstone standard ODF design document template for all data types
- Cornerstone creates the data file(s)
- Client reviews the data file(s)
- Cornerstone and Client will validate/iterate the data file(s) up to three (3) times
- Three (3) iterations of exports are for the purpose of correcting errors (all three (3) may not be required)
- Client will confirm with target payroll system that automated processing of FTP file can be completed for end-to-end automation

## Tracker I-9 E-Verify Integration

### Brief Summary

Configuration of system settings to connect Client's Portal to Tracker I-9 E-Verify

### Tasks

- Client: Contract directly with Tracker
- Client: Provide the following information to Cornerstone
  - Tracker Account ID
  - Client ID
  - API Key
  - Username
  - Password

#### Tracker I-9 E-Verify Integration

- Service Account
- Service Password
- Cornerstone: Configure integration to Tracker, including but not limited to:
  - Ensure require fields for integration are populated
  - Setup 'Tracker Roles' User Custom Fields
  - Enable I-9 functionality in the Production portal
- Client: Sign off on integration

#### Assumptions

- Client has an Account with Tracker
- Tracker Vendor Account fees and support are the responsibility of Client
- Client acknowledges that once the design document is approved, any changes or modifications to the work scope or the feed will require creation of a change request document. Change requests are reviewed and could result in additional charges to the Client
- Any changes following Client sign-off will require a work order or SOW submission

## TIMELINE AND DELIVERY

The parties agree to initiate the project within two weeks of the Order Effective Date.

The Implementation Services set forth and described in this Statement of Work will take eight (8) weeks in duration to complete. The Services will be performed remotely by Cornerstone, except for any on-site Services so expressly identified herein.

The Services will be performed for the below flat fee(s), plus reimbursement of pre-approved travel expenses for on-site activities.

Changes to the scope of this Statement of Work and/or Client delays will require a change order and may result in additional expense.

Client and Cornerstone will create the project plan to meet this completion date during the Initiate phase. Client and Cornerstone agree to provide the necessary resources to complete all of the deliverables as per the agreed project plan.

Project Components		Investments
<b>Implementation Services</b>		<b>\$0.00</b>
Certification Management Implementation - Small Enterprise	SVCSIMP0136	Included
Insights Implementation - Enterprise	SVCSIMP0116	Included
Compensation Management Implementation - Small Enterprise	SVCSIMP0126	Included
Succession Management Implementation - Small Enterprise	SVCSIMP0128	Included
Recruiting Implementation - Small Enterprise	SVCSIMP0130	Included
Onboarding Implementation - Small Enterprise	SVCSIMP0132	Included
<b>Advisory Services</b>		<b>\$0.00</b>
Consulting - Inbound Data Feed - Salary (IDFS) Connector	SVCSBUS0124	Included
Consulting - Outbound Data Feed - Salary (ODFS) Connector	SVCSBUS0132	Included
Consulting - Outbound Data Feed - Recruiting (ODFR) Connector	SVCSBUS0131	Included
Consulting - Outbound Data Feed - Onboarding (ODFO) Connector	SVCSBUS0129	Included
Consulting - Edge Import	SVCSBUS0161	Included
<b>Technical Services</b>		<b>\$4,200.00</b>
Historical Data Load - Recruiting (HDLR)	SVCSTEC0100	Included
I-9 Tracker Integration Services	SVCSTEC0251	Included
<b>Total Service Investment</b>		<b>\$4,200.00</b>

The end of the Implementation Services is defined as the completion of the above Cornerstone deliverables as outlined under the Implementation Services section of this document. Acceptance of the deliverables will be in accordance with the Agreement.



## ASSUMPTIONS AND CLIENT OBLIGATIONS

- In order for Cornerstone to provide the Services outlined in this Statement of Work, Client shall provide the necessary resources to fulfill the obligations listed below:
- Select and assign knowledgeable, empowered Implementation team including the following roles, which may overlap:
  - Business Process Owner for Learning Management System (aka, the Decision Maker)
  - Lead Cornerstone System Administrator
  - Project Manager of the Cornerstone implementation
  - HRIS Technical Administrator (Optional, depending on data requirements and extraction capabilities)
  - Executive Stakeholder (Optional)
- Begin going through kick-off documentation in the Client Success Center
- Empower team to make real-time decisions regarding configuration and business process functions during the project.
- Ensure project team attendance and active participation during all phases of the Implementation project.
- Client will ensure the requisite training has been completed prior to the start of UAT.
- Formally accept (sign-off) all key deliverables and implementation services per the Agreement.
- Manage Client project staffing and milestones through Cornerstone provided work plan.
- Ensure completion of Client project deliverables.
- Attend and participate in implementation sessions.
- Provide a primary point of contact for Cornerstone during and after the implementation.
- Ensure proper change management communication to end-users during implementation in preparation for rollout.
- The project will be conducted remotely
- Cornerstone and Client agree that changes to key members of implementation team or significant changes in business requirements or decisions, in each case by Client, that cause delays in the project timeline may require a change order to this Statement of Work. Change orders are reviewed and may result in additional charges.
- Client is solely responsible for testing all processes during the UAT phase
- Any technical integration or service, historical data load, master data load, or data migration not expressly listed in this Statement of Work with an accompanying price will be scoped as a separate work effort and is not included in the scope of this document.
- Requests for application code changes are out of scope
- Additional contracts may be required to utilize third party (non-Cornerstone OnDemand services and integrations such as job board aggregation, video interview, background screening, employee eligibility and citizenship.
- Client will ensure that all data fields related to controlling data retention processes are captured correctly on the User record e.g. Legal Entity, Termination Date, Termination Reason and Employment Status. If Client only requires a single data retention period, Client will set-up one Legal Entity Organizational Unit. Client will activate the data retention processes for that Legal Entity by submitting a work order to Cornerstone's Global Product Support after the completion of the implementation deliverables. If Client requires multiple Legal Entities to fulfill Client's data retention policy requirements, Client will need to engage a Services Partner via a paid for Consulting engagement.
- Except where otherwise stated or agreed by the parties, Cornerstone's obligation to perform the Services set forth herein expires at the earlier of: (i) acceptance of the Service by Client; (ii) eighteen months from the purchase date.

# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 2, 2020

## Item Details

Presenter(s): Vance Holloman, Finance Officer

Department(s): Finance Department

### Requested Motion

Motion to designate J. P. Morgan Chase Bank as an official depository for the Town of Apex

### Approval Recommended?

Yes

### Item Details

Cigna has requested that the Town establish an imprest account to be used to pay health care and dental claims when Cigna becomes the administrator of the Town's health care and dental plan. The account will be opened in the Town's name and under the Town's tax ID number. The Town was given a choice of two banks, one of which is J.P. Morgan Chase Bank. The Bank currently has two branches in North Carolina and is planning to open a branch in Apex in August. That will be their first branch in Wake County.

### Attachments

- N/A



# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 2, 2020

## Item Details

Presenter(s): Mary Beth Manville, Human Resources Director

Department(s): Human Resources

### Requested Motion

Motion to approve the FY20-21 Position Classification Plan and Salary Ranges

### Approval Recommended?

Yes

### Item Details

During the Personnel Committee meeting on March 19, 2020, the Committee reviewed the results of the Town's annual classification study and recommended implementing the proposed changes to the Town's Position Classification plan. The attached Position Classification Plan for FY 20-21 lists all classified Town positions and reflects the changes approved by the Personnel Committee.

The Personnel Committee also supported the recommendation to increase all salary ranges by 7% to allow for a minimum starting pay of \$15.00 and to make necessary market adjustments so that the Town can remain competitive in recruitment and retention efforts.

The recommended FY 20-21 Position Classification Plan and Salary Ranges are attached. If approved, these changes would be effective October 5, 2020.

### Attachments

- Position Classification List Effective 10/05/2020
- Salary Ranges Effective 10/05/2020





**Town of Apex FY2020-21**  
Position Classification System  
*Arranged by Grade*

<u>FLSA</u>	<u>Grade</u>	<u>Position</u>	<u>Minimum Salary</u> <i>As of 10/05/2020</i>
N	11	Hold for future use	\$31,200
N	12	General Maintenance Worker I Parks Attendant	\$32,760
N	13	General Maintenance Worker II	\$34,398
N		Athletics and Grounds Maintenance Worker	
N		Street Maintenance Worker	
N		Street Right of Way Technician	
N		Street Signs Worker	
N	14	Inventory and Warehouse Specialist	\$36,118
N		Meter Technician	
N		Parks Operations Worker	
N		Athletics and Grounds Maintenance Specialist	
N		Utility Maintenance Worker	
N	15	Accounts Payable Technician	\$37,924
N		Senior Athletics and Grounds Maintenance Specialist	
N		Parks Operations Specialist	
N		Program Support Specialist	
N		Recreation Customer Service Specialist	
N		Senior Street Maintenance Worker	
N		Solid Waste Equipment Operator	
N		Utility Customer Service Specialist	
N	16	Electric Line Technician Apprentice	\$39,820
N		Evidence Clerk/Quartermaster	
N		Meter Utility Technician	
N		Parks Operations Technician	
N		Police Records Clerk	
N		Senior Meter Technician	
N		Senior Solid Waste Equipment Operator	
N		Senior Utility Maintenance Worker	
N		Street Signs Technician	
N		Telecommunicator	
N	17	Budget Technician	\$41,811
N		Facility Maintenance Mechanic	
N		Human Resources Technician	
N		Athletics and Grounds Team Leader	
N		Permit Specialist	
N		Senior Customer Service Representative	
N		Senior Program Support Specialist	
N		Grounds Maintenance Team Lead	
N		Telecommunicator II	
N		Utility Locate Technician	
N		Utility Technician	
N	18	Accounting Specialist	\$43,902
N		Administrative Coordinator	
N		Administrative Logistics Coordinator	
N		Buyer	
N		Electric Line Technician Apprentice	
N		Firefighter	
N		Fleet Services Mechanic	
N		Heavy Equipment Operator	
N		Marketing and Communications Specialist	
N		Senior Telecommunicator	
N		Paralegal	
N		Parks Operations Team Lead	
N		Payroll Specialist	
N		Powerline Right-of-way Technician	
N		Public Works Data Operations Support Technician	
N		Laboratory Analyst	
N		Water Resources Program Coordinator	

**Town of Apex FY2020-21**  
Position Classification System  
*Arranged by Grade*

<u>FLSA</u>	<u>Grade</u>	<u>Position</u>	<u>Minimum Salary</u> <i>As of 10/05/2020</i>
N	19	Communications Shift Supervisor	\$46,097
N		Deputy Town Clerk	
N		Electric Line Technician I	
N		Electric Programs and Technology Coordinator	
N		Fleet Crew Team Leader	
N		GIS Technician	
N		Human Resources Specialist	
N		Pump Maintenance Mechanic	
N		Senior Laboratory Analyst	
N		Senior Facilities Maintenance Mechanic	
N		Senior Firefighter	
N		Senior Fleet Services Mechanic	
N		Street Crew Field Supervisor	
N		Water Reclamation Facility Operator/Mechanic I/II	
N		Solid Waste Field Crew Supervisor	
N	20	Crime Analyst	\$48,401
N		Fire Inspector	
N		Planning Technician	
N		Plans Examiner	
N		Recreation Customer Service Supervisor	
N		Recreation Program Specialist	
N		Utility Operations Team Leader	
N		WRF Operator/Mechanic III	
N		Water Quality Team Leader	
N	21	Code Enforcement Officer I	\$50,822
N		Cultural Arts Specialist	
N		Environmental Technician	
N		GIS Specialist	
N		Information Technology Technician	
N		Lead Planning Technician	
N		Athletics and Grounds Supervisor	
N		Police Officer I	
N		PW & Utilities Operations Support Specialist	
N		Victim Advocate	
N		WRF Operator/Mechanic IV	
N		Zoning Compliance Officer	
N	22	Development Specialist/Deputy Town Clerk	\$53,363
N		Electric Line Technician II	
N		Fire Engineer	
N		Meter Services Supervisor	
N		Planner I	
N		Police Officer II	
N		Recreation Program Supervisor	
N		Utility Accountant	
N	23	Accreditation Manager	\$56,031
N		Code Enforcement Officer II	
N		Downtown Development Coordinator	
N		Electric Technical Services Specialist	
N		Engineering GIS Analyst	
N		Environmental Specialist	
N		Facility Maintenance Supervisor	
N		Fleet Services Supervisor	
N		Information Technology Specialist	
N		Infrastructure Inspector	
N		Laboratory Supervisor	
N		Master Police Officer	
N		Parks Operations Supervisor	
E		Planner II	
N		Planning GIS Analyst	
N		Powerline Arborist Trainee	
N		Pump Maintenance Supervisor	
E		Solid Waste Supervisor	
N		Senior Zoning Compliance Officer	
N		Street Operations Supervisor	

**Town of Apex FY2020-21**  
Position Classification System  
*Arranged by Grade*

<u>FLSA</u>	<u>Grade</u>	<u>Position</u>	<u>Minimum Salary</u> <i>As of 10/05/2020</i>
N		Town Clerk	
N		Utility Maintenance Supervisor	



**Town of Apex FY2020-21**  
Position Classification System  
*Arranged by Grade*

<u>FLSA</u>	<u>Grade</u>	<u>Position</u>	<u>Minimum Salary</u> <i>As of 10/05/2020</i>
E	24	Budget and Management Analyst	\$58,832
E		Collection System Supervisor	
N		Electric Line Technician III	
N		Engineering Projects Coordinator	
N		Fire Lieutenant	
N		Lead Environmental Specialist	
E		Parks and Greenways Planner	
N		Powerline Arborist	
E		Senior Human Resources Analyst	
N		Senior Infrastructure Inspector	
N		Senior Police Officer	
N		Senior Zoning Compliance Officer - Landscaping	
N		Utilities Acquisition Specialist	
N		WRF Supervisor	
E	25	Accounting Manager	\$61,774
N		Code Enforcement Officer III	
E		Cultural Arts Center Manager	
E		Customer Service and Billing Manager	
E		Development Services Supervisor	
E		Engineering Intern	
N		Environmental Field Services Supervisor	
N		Facilities & Grounds Supervisor	
N		Fire Captain	
N		Fire Training Coordinator	
N		GIS Administrator	
E		Information Technology Analyst	
N		Electric Line Technician - Journey Level	
N		Police Corporal	
E		Purchasing and Contracts Manager	
N		Senior Electric Technical Services Specialist	
N		Senior Plans Examiner	
N		Utilities Specialist	
N		Water Resources Specialist	
E		Water Quality Supervisor	
E		Zoning Compliance and Landscape Supervisor	
E	26	Communications Center Manager	\$64,863
E		Communications Manager	
N		Deputy Fire Marshal	
N		Electric Engineering Technician	
E		Infrastructure Inspections Supervisor	
E		Police IT and Records Manager	
E		Recreation Program Manager	
E		Senior Planner	
E	27	Code Enforcement Supervisor	\$68,106
N		Electric Crew Field Supervisor	
N		Electric Training and Safety Specialist	
E		Human Resources Manager	
E		Parks Operations Manager	
E		Plans and Permits Supervisor	
N		Police Sergeant	
E		Safety and Risk Manager	
E		Senior Information Technology Analyst	
E		Professional Engineer	
E		Public Works Operations Manager	
E	28	Construction Project Manager	\$71,511
N		Fire Battalion Chief	
E		Fire Marshal	
E		Senior Engineer	
E	29	Electric Operations Manager	\$75,087
E		Electric Technical Services Manager	
E		Engineering Supervisor	
E		Information Technology Supervisor/Team Lead	
E		Police Lieutenant	

**Town of Apex FY2020-21**  
Position Classification System  
*Arranged by Grade*

<b><u>FLSA</u></b>	<b><u>Grade</u></b>	<b><u>Position</u></b>	<b><u>Minimum Salary</u></b> <i>As of 10/05/2020</i>
E		Planning Manager (Current or Long Range)	
E		Environmental Engineering Manager	
E		Utilities Engineering Manager	
E	30	Assistant Fire Chief	\$78,841

**Town of Apex FY2020-21**  
Position Classification System  
*Arranged by Grade*

<b><u>FLSA</u></b>	<b><u>Grade</u></b>	<b><u>Position</u></b>	<b><u>Minimum Salary</u></b> <i>As of 10/05/2020</i>
E		Assistant Town Attorney	
E		Utilities Operations Manager	
E		Water Reclamation Facility Manager	
E	31	Deputy Town Attorney	\$82,783
E		Police Captain	
E	32	Economic Development Director	\$86,922
E		Inspections and Permits Director	
E	33	Deputy Police Chief	\$91,268
E	34	Electric Utilities Director	\$95,832
E		Human Resources Director	
E		Information Technology Director	
E		Parks, Recreation and Cultural Resources Director	
E		Planning and Community Development Director	
E	35	Finance Director	\$100,623
E		Fire Chief	
E		Police Chief	
E		Public Works and Transportation Director	
E		Water Resources Director	
E	36	Hold for future use	\$105,654
E	37	Assistant Town Manager	\$110,937



**Town of Apex Grade/Segment Listing**  
**Effective October 5, 2020**

GRADE	DEVELOPMENTAL SEGMENT			PERFORMANCE SEGMENT			JOB MASTERY SEGMENT		
					Job Rate				
11	\$31,200	----	\$34,320	\$34,341	\$41,340	\$41,209	\$41,230	----	\$51,480
12	\$32,760	----	\$36,036	\$36,057	\$43,407	\$43,268	\$43,289	----	\$54,054
13	\$34,398	----	\$37,838	\$37,859	\$45,577	\$45,430	\$45,451	----	\$56,757
14	\$36,118	----	\$39,730	\$39,750	\$47,856	\$47,701	\$47,721	----	\$59,595
15	\$37,924	----	\$41,716	\$41,737	\$50,249	\$50,084	\$50,105	----	\$62,574
16	\$39,820	----	\$43,802	\$43,823	\$52,761	\$52,587	\$52,608	----	\$65,703
17	\$41,811	----	\$45,992	\$46,013	\$55,400	\$55,215	\$55,236	----	\$68,988
18	\$43,902	----	\$48,292	\$48,312	\$58,170	\$57,975	\$57,996	----	\$72,438
19	\$46,097	----	\$50,706	\$50,727	\$61,078	\$60,872	\$60,893	----	\$76,059
20	\$48,401	----	\$53,242	\$53,262	\$64,132	\$63,915	\$63,936	----	\$79,862
21	\$50,822	----	\$55,904	\$55,924	\$67,339	\$67,109	\$67,130	----	\$83,855
22	\$53,363	----	\$58,699	\$58,720	\$70,705	\$70,464	\$70,484	----	\$88,048
23	\$56,031	----	\$61,634	\$61,655	\$74,241	\$73,986	\$74,006	----	\$92,451
24	\$58,832	----	\$64,715	\$64,736	\$77,953	\$77,684	\$77,704	----	\$97,073
25	\$61,774	----	\$67,951	\$67,972	\$81,850	\$81,566	\$81,587	----	\$101,927
26	\$64,863	----	\$71,349	\$71,370	\$85,943	\$85,644	\$85,664	----	\$107,023
27	\$68,106	----	\$74,916	\$74,937	\$90,240	\$89,924	\$89,945	----	\$112,374
28	\$71,511	----	\$78,662	\$78,683	\$94,752	\$94,419	\$94,440	----	\$117,993
29	\$75,087	----	\$82,595	\$82,616	\$99,490	\$99,139	\$99,160	----	\$123,893
30	\$78,841	----	\$86,725	\$86,746	\$104,464	\$104,095	\$104,116	----	\$130,087
31	\$82,783	----	\$91,061	\$91,082	\$109,687	\$109,298	\$109,319	----	\$136,592
32	\$86,922	----	\$95,614	\$95,635	\$115,172	\$114,762	\$114,783	----	\$143,421
33	\$91,268	----	\$100,395	\$100,416	\$120,930	\$120,499	\$120,520	----	\$150,592
34	\$95,832	----	\$105,415	\$105,435	\$126,977	\$126,523	\$126,543	----	\$158,122
35	\$100,623	----	\$110,685	\$110,706	\$133,326	\$132,847	\$132,868	----	\$166,028
36	\$105,654	----	\$116,220	\$116,241	\$139,992	\$139,489	\$139,509	----	\$174,330
37	\$110,937	----	\$122,031	\$122,051	\$146,992	\$146,462	\$146,483	----	\$183,046

\* This chart represents annualized salaries.

# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 2, 2020

## Item Details

Presenter(s): Mary Beth Manville, Human Resources Director

Department(s): Human Resources Director

### Requested Motion

Motion to approve amended Personnel Policies

### Approval Recommended?

Yes

### Item Details

The personnel policies listed below are being added/amended to reflect changes to benefits and procedures for the FY20-21 budget year. Changes to policies are listed below, in red.

- Retiree Health Insurance (amended)
- Salary Range Adjustments (amended)
- Floating Holiday (new)

## **Retiree Health Insurance**

### **Employees hired prior to July 1, 2020**

An employee who meets the conditions set forth under the provision of the North Carolina Local Government Employee's Retirement System (NCLGERS) may elect to retire and receive all benefits earned under the retirement plan. An employee who retires directly from the Town with 15 years of Town service may elect to continue on the Town's group health insurance plan if requested within 30 days of the retirement date. The retiree may continue dependent coverage (and pay the cost of this coverage) if enrolled in dependent coverage at the time of retirement. The Town will subsidize the cost of the health insurance premiums for the retiree as follows:

15* years of service:	50% subsidy
20* years of service:	75% subsidy
25* years of service:	100% subsidy

When a retiree reaches age 65, the retiree enrolls in Medicare Part A and B and pays the cost. The Town provides Medicare supplement insurance for the retiree and subsidizes the cost of the Medicare supplement (as shown above) not to exceed the Town's monthly premium contribution toward employee health insurance coverage. (\*Unused sick leave counted by the NCLGERS as creditable service time will count in determining total years of Town service.)

**Employees who were hired prior to July 1, 2020 and separate from Town service will forfeit this benefit unless re-hired with the Town into a benefits eligible position within 2 years of the separation date, at which point previous service years will count towards overall service with the Town for the purpose of this benefit.**

**Employees who separate from service and are re-employed 2 or more years later will be considered a new hire and will not be eligible for retiree health insurance benefit.**

### Employees hired on or after July 1, 2020

**Employees hired on or after July 1, 2020 are not eligible for retiree health insurance.**

### **Salary Effect of Salary Range Adjustments**

The Town's salary ranges will be evaluated annually to determine if adjustments are needed for inflation or other competitive pay purposes. Any recommended salary adjustments will be presented to Town Council for approval as part of the annual budget process. Approved adjustments will be effective the first full pay period of the fiscal year, **or as determined by Council as part of the budget approval.**

If, as a result of adjusting the salary ranges, the salary of an employee falls below the minimum of the adjusted pay range, that employee's salary will be increased to the minimum of the pay range.

Regular employees whose salary falls below 5% of the minimum of the adjusted range, will be increased to 5% above the minimum of the pay range.

Probationary employees whose salary falls below 5% of the minimum of the adjusted range will remain the same until eligible for the probationary increase; at which point, they will be taken to 5% above the minimum of the pay range.

### **Floating Holiday (new)**

Regular employees who have completed the new hire probationary period will receive one (1) paid floating holiday per fiscal year that may be used for personal reasons such as: religious observances, parent-teacher conferences or to supplement vacation, sick and holiday leave. The floating holiday will be provided at the beginning of each fiscal year and may be used at any time during the year, but will not carry over from one fiscal year to another (unused floating holiday hours will be lost). The floating holiday hours will be based on work schedule, as listed below:

General, 40 hour employees - 8 hours

Police Patrol – 12 hours

Fire Shift – 17.25 hours

Part-time – pro-rated based on hours worked

### Attachments

- N/A





# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 2, 2020

## Item Details

Presenter(s): Vance Holloman, Finance Director

Department(s): Finance

### Requested Motion

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

### Approval Recommended?

Yes

### Item Details

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

### Attachments

- Resolution





**RESOLUTION NO. 20-0602-08**  
**RESOLUTION TO COLLECT TAXES**

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

Witness my hand and official seal, this the 2<sup>nd</sup> day of June 2020.

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

Attest:

(SEAL)

\_\_\_\_\_  
Donna B. Hosch, MMC, NCCMC  
Town Clerk

# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 02, 2020

## Item Details

Presenter(s): Michael Deaton, Water Resources Director

Department(s): Water Resources

### Requested Motion

Motion to approve a fee-in-lieu for 169 linear feet of 8" gravity sewer as part of the Smith Farm Phase 2 development. Due to environmental impacts, this section of sewer cannot be permitted and built at this time. Once development proceeds upstream and this section of sewer is required, the fee-in-lieu funds can be utilized.

### Approval Recommended?

Yes

### Item Details

### Attachments

- Fee-in-Lieu Estimate







# Jones & Cnossen ENGINEERING, PLLC

Civil Engineering | Construction Management | Land Planning

221 N. SALEM ST, SUITE 200  
PO BOX 1062  
APEX, NC 27502  
Office: 919-387-1174  
Fax: 919-387-3375  
[www.jonescnossen.com](http://www.jonescnossen.com)

May 28, 2020

Jason Rivenbark  
Lennar Carolinas, LLC  
909 Aviation Parkway, Suite 700  
Morrisville, North Carolina 27560

Re.: Smith Farm Phase 2  
Fee-in-Lieu Estimate for Sanitary Sewer Extension

Dear Mr. Rivenbark,

As part of the Smith Farm Phase 2 construction drawings, Sewer Outfall C, a sanitary sewer stub to an upstream, adjacent property, was constructed short of the property line due to an impermissible stream crossing. The Town of Apex is allowing a fee-in-lieu for the uncompleted sanitary sewer from MH#50 to the property line. The construction cost for this uncompleted sanitary sewer section is outlined as follows:

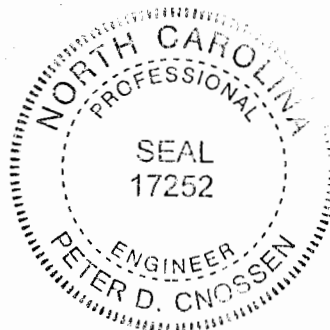
Clearing	0.1 AC @ \$ 6,500.00/AC =	\$ 650.00
Erosion & Sediment Control	169 LF @ \$ 4.00/LF =	\$ 676.00
Earthwork/Grading	169 LF @ \$ 10.00/LF =	\$ 1,690.00
Seeding	0.1 AC @ \$ 2,000.00/AC =	\$ 200.00
8" PVC San. Sewer @ 0'-6' Depth	78 LF @ \$ 36.00/LF =	\$ 2,808.00
8" PVC San. Sewer @ 6'-13' Depth	91 LF @ \$ 47.00/LF =	\$ 4,277.00
Flushing/Pressure Testing	169 LF @ \$ 2.50/LF =	\$ 422.50

Total Fee-in-Lieu Estimate = \$ 10,723.50

Please call if you have any questions following your review. Once approved, the payment will need to be made to the Town of Apex.

Sincerely,

Peter D. Cnossen, P.E.  
Jones & Cnossen Engineering, PLLC



# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 2, 2020

## Item Details

Presenter(s): Colleen Merays, Downtown and Small Business Development Coordinator

Department(s): Economic Development

### Requested Motion

Motion to approve Apex Chamber of Commerce and Town of Apex special event permit application for a banner and yard sign. Signage to include (25+/-) yard type signs installed at various intersections and locations around Apex, and a banner hung across N. Salem Street.

### Approval Recommended?

Yes

### Item Details

All proposed signs will have general "Support Local" messaging and graphics to promote and encourage the community to support the local Apex business community due to COVID-19 restrictions and NC Executive Orders. For example signs will say "We Appreciate Your Support of Apex Businesses" and/or "Shop – Dine – Play Apex." Additionally, all signs/banner will include both the new Apex brand logo and the Apex Chamber logo.

Banner across N. Salem will be (10'L x 3'H)

Yard Signs will be (24"W x 18"H) or (27" W x 18" H)

### Attachments

- Special Event Application
- Banner Map Location



Your permit application must be accompanied by a \$25.00 non-refundable processing fee before consideration is given to your request.

Upon submission of your permit request, send fee to: Halle Cultural Arts Center, Attn: Special Events Permit, PO Box 250, Apex, NC 27502 (You can also drop off in person at the Halle, 237 N. Salem Street).

## Event Information

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<b>Name of Event</b> COVID -19 pandemic	<b>Projected Attendance</b> 0	<b>Requesting Town of Apex co-sponsorship?</b> Yes
--	----------------------------------	---

<b>Event Begins (Date)</b> 6/8/2020	<b>Event Ends (Date)</b> 8/31/2020	<b>Is a rain date scheduled?</b> No
--	---------------------------------------	--

<b>Event Organizer (Sponsor)</b> Apex Chamber & Town of Apex	<b>Contact Person</b> Shannon Flaherty & Colleen Merays	<b>501 (c) 3 Organization</b> No
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**Contact Mailing Address**  
220 N Salem St., Apex, North Carolina 27502

<b>Primary Phone</b> (252) 955-2895	<b>Alternate Phone</b> (919) 362-6456
--	--

<b>Email</b> sflaherty@apexchamber.com	<b>Website</b> <a href="https://www.apexchamber.com/">https://www.apexchamber.com/</a>
---	---

**Event Type**  
Special "We Appreciate Your Support of Apex Businesses" Banner & Event Signs

**Location of Event**  
Banner Across N. Salem Street & Yard Signs around the Town

**Describe type, size and area of event**  
The Banner across N. Salem Street will be - (10' L x 3' H)  
The Yard Signs will be = (24" W x 18" H) or (27" W x 18" H)

## Event Set Up

---

<b>Event Begins (Date)</b> 6/8/2020	<b>Event Begins (Time)</b> 9:00 AM	<b>Set Up Begins (Date)</b> 6/8/2020	<b>Set Up Begins (Time)</b> 9:00 AM
--	---------------------------------------	---	--



**Event Ends (Date)**  
8/31/2020

**Event Ends (Time)**  
5:00 PM

**Break Down Ends (Date)**  
8/31/2020

**Break Down Ends (Time)**  
5:00 PM

**Use this space to describe other details regarding set up / break down time, if any.**

**Will streets/sidwalks be closed during the event?**  
No

**Are sales/vendors being anticipated at the event?**  
No

**Are food vendors planned?**  
No

**Does this event seek to include the sale, distribution, possession, or consumption of alcoholic beverages on public property?**  
No

**Will amplified sound be used for or during the event?**  
No

**Will Town facilities be utilized (i.e. streets, parks, greenways, sidewalks, multi-use trails)?**  
No

**Will Town parking lots be closed as part of the event?**  
No

**Please describe sanitation provisions, restroom facilities, trash cans, and event clean up procedures\***  
NA

**Provide contact information for provider of above services**  
NA

**Does the event require electrical connections?**  
No

**Will tents be used for the event?**  
No

**Do you wish to hang a banner over Salem Street advertising your event?**  
Yes

**Requesting banner installation by the Town?**  
Yes

**In order for the banner to be located within the right-of-way, applicant must have the event approved for co-sponsorship by the Town of Apex. UDO Section 8.7.1(A)(23) Event Public (on-premise & off-premise).**

**Banner will be posted two weeks before event and as long as there are no other approved events, this period of time may be extended not to exceed more than one month.**

By checking the boxes below, applicant agrees with and understands the construction and submission requirements stated. One banner will be posted only when all requirements of this application have been met.

**Submission Requirements (you must check all boxes to demonstrate understanding of the requirements)**

Banner size **MUST** be 10 feet in length and 3 feet in height.

Banner **MUST** be double sided (2 single sided banners secured together with zip-tie or like items **WILL NOT** be accepted.

Steel grommets that are reinforced so as not to rip shall be placed in all four corners of the banner. Banner should have double reinforced edges.

Event must be co-sponsored by the Town of Apex

***An 8.5 x 11 site map must be included with the application showing all that apply to your event:***

streets, sidewalks/greenways or multipurpose paths to be closed, tent placement, parade/run/walk routes or other similar activities, location of electrical needs, restroom, handicap parking, trash and water as needed

**Upload Site Map**

Banner Location Map - COVID-19.jpg

## **Special Events Sponsor / Co-sponsor Agreement**

---

**Person / Organization**

Shannon Flaherty/Apex  
Chamber & Colleen Merays/  
TOA

**does hereby agree to the following conditions to be considered for  
Town of Apex sponsor / co-sponsorship.**

1. Group or organization must be recreational in nature or principle, or provide tangible benefit to the community.
2. Group or organization must be a non-profit group as defined by N.C. State Law and be accountable for all income and expenditures to the Town of Apex. Provide a detailed financial statement to the Town annually or after completion of the event. Any or all financial records are subject to audit by Town of Apex.
3. Group or organization must submit **by December 1st of the calendar year in which your event is scheduled** an event application, which includes the following:
  - a written plan for the event together including a narrative description of the event
  - a budget for the event
  - a marketing plan for the event
  - a logistics plan for the event
4. Group or organization's activities must be open to the general public.
5. Group or organization must include in **ALL PUBLICITY**, including print, video, television and radio, that the activity is co-sponsored by the Town of Apex with the Town receiving significant name, logo and

banner representation in tandem with the co-sponsors name, logo and banner representation.

6. Events held by the group to raise funds must obtain permission in writing **by December 1st of the calendar year in which your event is scheduled.** This permission will be based on the following: How the funds will be raised, Proposed use of the funds raised, and Group or organization's history of rendering community benefit

7. No activities/events may be held at a facility, which – would result in monetary gain for an individual.

8. NO ALCOHOLIC BEVERAGES will be allowed at any outdoor event, without prior approval and all necessary permits.

9. Partisan political events or activities will not be permitted during a town sponsored or co-sponsored event. If political figures are invited to participate, it must be clearly understood that it is because of the office they now hold and not because of the office for which they are seeking election or re-election.

10. The Town of Apex shall appoint a representative to serve as staff/liaison to the group or organization.

11. Group or organization must provide a \$1,000,000 certificate of insurance which specifically lists the Town of Apex as an additional insured.

12. Group or organization hereby assumes all risks incident to or in connection with the permitted activity and shall be solely responsible for damage or injury, of whatever kind or nature, to person or property, directly or indirectly arising out of or in connection with the permitted activity or the conduct of the Permittee's operation. Event Organizer hereby expressly agrees to indemnify, defend and save the Town harmless from any penalties for violation of law, ordinance, or regulation affecting its activity and from any and all claims or suits for damages or losses (including, but not limited to, attorney's fees and other litigation expenses) for personal injury and for property damage directly or indirectly arising out of or in connection with the permitted activity or conduct of its operation or resulting from the negligence or intentional acts or omissions of Permittee or its officers, agents and employees.

13. Group or organization must provide information and/or perform such other duties as may be required by the Town of Apex

14. After the initial event and approval, this co-sponsorship agreement may be reviewed annually by Town of Apex representative and group/organization representative provided that the parameters, purpose, and organization of the event to not substantively change.

15. The Event Organizer will provide a booth space (or equivalent thereof), at a mutually agreeable location at the event, for the use of Town of Apex free of cost. Any cost associated with this shall be borne by the applicant.

16. Applicant will provide clear spoken recognition of the Town of Apex and its contribution at any events or functions utilizing live entertainment or speakers. Any cost associated with this shall be borne by the applicant.

17. The Event Organizer will provide for The Town of Apex a wrap up package of copies of all media coverage including, radio, print and television ads and feature stories that relate to the event. Any cost associated with this shall be borne by the applicant.




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I hereby certify that the information contained in this application is true to the best of my knowledge and I further certify that this event will be conducted per all applicable local laws. I understand that failure to address any item listed on this application shall result in my application being returned for revisions and resubmission. I certify that I have received the attached information concerning regulations for special events.

**Applicant Name**

Shannon Flaherty & Colleen  
Merays

**Applicant eSignature**

A handwritten signature in black ink, appearing to read 'SR + CM', is written over a horizontal line.

**Date**

5/26/2020

## Banner Location



# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 2, 2020

## Item Details

Presenter(s): Vance Holloman, Finance Director

Department(s): Finance Department

### Requested Motion

Motion to approve Budget Ordinance Amendment No. 16 which appropriates fund balance in the Recreation Capital Reserve Fund for the purpose of transferring those funds to the Recreation Capital Project Fund.

### Approval Recommended?

Yes

### Item Details

The Town Council approved Capital Project Ordinance Amendment No. 2019-13 in June, 2019 which included \$1.5 million of anticipated grant funds. The Town has been awarded the majority of those grants but it is uncertain if the final \$447,119 will be awarded. This transfer will allow the Town to be certain that the projects will be fully funded.

### Attachments

- Budget Ordinance Amendment No. 16







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## Town of Apex

### **FY 2019-2020 BUDGET ORDINANCE AMENDMENT NUMBER 16**

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BE IT ORDAINED, by the Council of the Town of Apex that the following Budget Amendment for the Fiscal Year 2019-2020 Budget Ordinance be adopted:

#### **RECREATION RESERVE FUND**

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

Appropriated Fund Balance		\$447,119
	<b>Total</b>	<b>\$447,119</b>

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

Transfer to Recreation Project Fund		\$447,119
	<b>Total</b>	<b>\$447,119</b>

Adopted this the 2nd day of June, 2020.

---

Jacques K. Gilbert, Mayor

Attest:

---

Donna B. Hosch, Town Clerk

# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 2, 2020

## Item Details

Presenter(s): Mike Deaton, Water Resources Director

Department(s): Water Resources

### Requested Motion

Motion to approve Capital Project Ordinance Amendment No. 2020-16 to appropriate funds for the Inflow and Infiltration Reduction Program & Filter Upgrades Project

### Approval Recommended?

Yes

### Item Details

The Project Ordinance Amendment will appropriate \$350,000 in funds for expansion of the Inflow and Infiltration Reduction Program (budgeted in the FY 2019-2020 operating budget for this purpose) & \$20,000 in funds to cover potential overages in the Filter Upgrades Project at the treatment plant. The source of funding for the Project Ordinance Amendment will be funds currently appropriated in the Water & Sewer Fund's FY 2019-2020 operating budget.

### Attachments

- Capital Project Ordinance Amendment No. 2020-16





## Town of Apex

### CAPITAL PROJECT ORDINANCE AMENDMENT 2020-16

#### 65 - Water/Sewer Capital Project Fund

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

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

Transfer from Water/Sewer Fund	370,000
<b>Total Revenues</b>	<b>\$370,000</b>

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

47742: Inflow and Infiltration Reduction Program	350,000
47755: Filter Upgrades	20,000
<b>Total Expenditures</b>	<b>\$370,000</b>

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

Adopted this the 2nd day of June, 2020.

Attest:

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

\_\_\_\_\_  
Donna B. Hosch, Town Clerk



# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 02, 2020

## Item Details

Presenter(s): Keith McGee, Fire Chief

Department(s): Fire Department

### Requested Motion

Motion to authorize the Town Manager to sign a Right of Entry Permit between Wake County and the Town to allow a training exercise between Apex, Cary and Morrisville Fire Departments to be held on the Wake County owned parcel of land behind Fire Station 3 (736 Hunter Street)

### Approval Recommended?

Yes

### Item Details

### Attachments

- Right of Entry Permit



RIGHT OF ENTRY PERMIT

THIS AGREEMENT made this the \_\_\_\_ day of \_\_\_\_\_ 2020, by and between **WAKE COUNTY**, a body politic and corporate of the State of North Carolina (hereinafter called Landowner) and **Town of Apex, NC**, (hereinafter called Permit Holder).

The parties hereto agree as follows:

The Landowner hereby grants unto the Permit Holder, its employees, agents, consultants and cooperating parties, the right and privilege to enter at any reasonable time for purposes of constructing/digging a trench to be used in trench training exercises upon Landowner's property located directly behind Apex Station 3, said property described as:

Being a portion of the property commonly known as 736 Hunter Street, Apex, NC. For illustrative purposes the Right of Entry area is highlighted in Exhibit A, which is attached hereto and incorporated herein by reference.

This privilege to enter is subject to the following provisions and conditions:

1. The term of this permit shall be valid, pending execution of both parties, from June 1 - June 30, 2020. If necessary, said term may be extended subject to mutual written agreement on behalf of all parties.
2. The specific purpose of this Right of Entry is to grant Permit Holder a Right of Entry constructing/digging a trench to be used in trench training exercises by the Fire departments Cary, Apex, and Morrisville. The Permit Holder is responsible for locating all underground utilities in accordance with State and local laws or ordinances prior to digging or excavating. The Permit Holder is responsible for repairing any damaged underground utilities as a result of the digging or excavation.
3. The Permit Holder agrees to defend, indemnify, and hold harmless the Landowner from any and all loss, liability, claims or expense (including reasonable attorney's fees) arising from bodily injury, including death or property damage, to any person or persons caused in whole or in part by the negligence or misconduct of the Permit Holder resulting from activities conducted on said property by the Permit Holder, its contractors, agents or employees, except to the extent same are caused by the negligence or willful misconduct of the Landowner. It is the intent of this section to require Permit Holder to indemnify Landowner to the extent permitted under North Carolina law. Wake County has no responsibility for any misinformation regarding utility locations or repairs that may ultimately be needed to same.

4. In conducting the above activities, the Permit Holder, its contractors, agents or employees agree to exercise reasonable care in order to minimize physical damage to Landowner's property and agree to return the Landowners property to its original condition.
5. In any activities undertaken pursuant to this Right of Entry, Permit Holder shall comply and cause its contractors, agents, and employees to comply with all federal, state, and local laws; and shall be responsible for obtaining any permits required to undertake such activities.
6. This right of entry is revocable by the Landowner. In the event the Landowner determines at any time that the Permit Holder, its contractors, agents or employees interferes with the Landowners use of the property, violates any law, and/or creates a safety hazard or nuisance, the Landowner may terminate this permit by providing written notice to the Permit Holder.
7. The Parties designate the following as authorized contacts for their respective organizations:

LANDOWNER'S CONTACT INFORMATION:

Mark Forestieri  
Director, Wake County  
Facilities Design & Construction  
Office 919-856-6356  
Email: [mforestieri@wakegov.com](mailto:mforestieri@wakegov.com)

PERMIT HOLDER'S CONTACT INFORMATION:

\_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this agreement as of the above stated date.

(SIGNATURES ON FOLLOWING PAGE)



LANDOWNER

**WAKE COUNTY**

\_\_\_\_\_  
By: Mark Forestieri  
Director, Wake County  
Facilities, Design and Construction

\_\_\_\_\_  
Date

PERMIT HOLDER  
**TOWN OF APEX**

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

\_\_\_\_\_  
Date

## Exhibit A

### Right of Entry Area Shaded in Blue



Apex Fire Station #3

# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: NEW BUSINESS

Meeting Date: June 2, 2020

## Item Details

Presenter(s): Colleen Merays, Downtown and Small Business Development Coordinator

Department(s): Economic Development

### Requested Motion

Possible motion to close up to 30 on-street parallel parking spaces along N. Salem Street from Saunders St. to Chatham St. to allow for extended outdoor dining and alcohol consumption as permitted by ABC Law or regulations, and to approve an ordinance temporarily modifying Town Code Sections 14-14 and 18-11 as they relate to sidewalk dining and alcohol consumption on public streets and sidewalks through September 30, 2020.

### Approval Recommended?

Yes

### Item Details

These parking spaces will be converted into private outdoor dining areas maintained and operated by various downtown eateries and restaurants. This possible motion is in line with the Apex Downtown Business Association's letter request dated May 23, 2020 for the "Parking-to-Dinning" project.

### Attachments

- Modification of Ordinances for sidewalk dining during COVID 19
- Letter from Apex Downtown Business Association
- Map of Parking-to-Dining Project Area





**ORDINANCE No. 2020-0602-16**

**AN ORDINANCE TEMPORARILY MODIFYING TOWN CODE SECTION 14-14 AND SECTION 18-11 AS TO A TEMPORARILY CLOSED PORTION OF SALEM STREET**

**BE IT ORDAINED** by the Town Council of the Town of Apex as follows:

Section 1. Under the authority of N.C.G.S Section 18B-300(c), Section 18-11 of the Apex Town Code of Ordinances is temporarily modified beginning June 3, 2020 and continuing through September 30, 2020 as follows:

During the temporary closure of the parking portions of Salem Street in downtown Apex, Section 18-11(b) of the Apex Town code is amended as follows:

(b) Notwithstanding the provisions of Town Code subsection 18-11(a) and section 18-12, downtown sidewalk food service tables may be placed and used on the sidewalks and closed parking spaces in the Central Business District of the Town of Apex as provided in this subsection 18-11(b) except when the street is temporarily closed to regular traffic for special events. A "downtown sidewalk food service table" is a table used for food service by a food service provider and located on a public sidewalk or closed parking space directly in front of the food service provider's place of business in the Central Business District. Downtown sidewalk food service tables are subject to the following requirements:

(1) No downtown sidewalk food service table nor any chairs or other items used in connection with one shall reduce the clear accessible travel path of the sidewalk to a width of less than 36 inches. The width of the clear accessible travel path shall be measured from the street-side edge of the concrete sidewalk perpendicularly toward the building-side edge of the concrete sidewalk.

(2) Downtown sidewalk food service tables and all chairs and other items used in connection with them shall be situated, outfitted and used in a manner that does not constitute a hazard to persons using the sidewalks.

~~(3) — No person shall place, use or operate a downtown sidewalk food service table except as authorized by a site specific development plan approved by the Apex Planning Department.~~

Section 2. Under the authority of N.C.G.S Section 18B-300(c), Section 14-14(d) of the Apex Town Code of Ordinances is temporarily modified beginning June 3, 2020 and continuing through September 30, 2020 as follows:

(d) Exemption for downtown sidewalk food service tables. The consumption of malt beverage and unfortified wine and the possession of an open container of the same, at a "downtown sidewalk food service table," as defined in Town Code section 18-11, shall be exempt from subsections 14-14(b) and (c) if the service of such malt beverage or unfortified wine is pursuant to a valid ABC permit and in conformity with the ABC laws.

The Town of Apex grants control over the area of public sidewalk and closed parking space upon which a downtown sidewalk food service table is located to the adjacent food service provider to the least extent necessary for the area to qualify as part of the premises of the adjacent food service provider for the purposes of the applicable ABC permit.

The ordinance shall be effective upon enactment.

Introduced by Councilmember \_\_\_\_\_

Seconded by Councilmember \_\_\_\_\_

Attest:

TOWN OF APEX

\_\_\_\_\_  
Donna B. Hosch, MMC, NCCMC  
Town Clerk

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

Approved As To Form:

\_\_\_\_\_  
Laurie L. Hohe  
Town Attorney



May 23, 2020

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

Mayor Gilbert, Mayor Pro Tem Dozier, Council Member Killingsworth, Council Member Gantt, Council Member Stallings and Council Member Mahaffey:

Due to the ongoing COVID-19 emergency and related economic challenges, the Apex Downtown Business Association (ADBA), representing dozens of small businesses in Historic Downtown Apex, encourages the Town to consider allowing downtown businesses increased flexibility to endure this crisis by temporarily repurposing some on-street parking along North Salem Street to dedicated private dining spaces, maintained by downtown restaurants and eateries, and coordinating the associated project resources.

Many storefront retail businesses in downtown have made clear that their success is dependent upon foot traffic driven by food-serving establishments, and this traffic is down significantly. At the same time, some restaurant owners have indicated that they are likely to keep their dining rooms closed until they find ways to safely compensate for their 50 percent loss in dining capacity. In other words, a continuation of the current scenario could set up downtown retail stores for more “zero-dollar days,” which obviously is unsustainable.

When presented with the concept of temporarily repurposing some on-street parking to dedicated private dining, at least six downtown restaurants indicated their strong desire to participate in this potential project, in part because it would offer much more seating capacity than by expanding sidewalk seating and moving the pedestrian walkway to the curbside parking. Proposing partial street closure also was considered by the ADBA, however, the “parking-to-dining” concept seems more likely to achieve our goal of encouraging a moderate increase in foot traffic along Salem Street without creating a festival-like atmosphere that could become crowded and unsafe. Also, designating these parking spaces as private dining spaces as opposed to public seating supports our efforts to limit crowd size.

The “parking-to-dining” project could be implemented by assigning one to four parking spaces to each restaurant for a 120-day period to begin soon, if safety protocols and responsibilities are formally agreed upon. It is recommended that the project be evaluated 60 days after launch. Likely participating establishments are as follows: A Taste of Brooklyn, Anna’s Pizzeria, The Beer Dispensary (potentially after Phase Two, per the Governor’s Executive Order), La Rancherita, Mission Market, The Peak on Salem, The Provincial, and Salem Street Pub. It is estimated that two café-style tables would fit safely in each parking spot. Also, not every one of these establishments has street parking spots directly adjacent to its property, so a process would need to be established to match them to their respective parking spots.



This concept if supported by the Town would likely require it to offer coordination efforts and in-kind support to restaurants to optimize success, including some or all of the following:

- **Installation of temporary parklet infrastructure.** This could include barricades, ADA-compliant street risers, railings, sanitation equipment, and limited tables and chairs. However, some downtown restaurants may have the capacity to install outdoor seating and safety measures at their assigned spots.
- **Assistance with ABC permitting and enforcement.** While legislation currently under consideration at the state legislature may offer some ABC permit flexibility, it is unclear if it is possible for restaurants to serve alcohol in their assigned parklet dining spaces. Restaurant participation is likely to rely heavily on whether they can do so.
- **Assistance with walkway enforcement.** It could be necessary to have one or more Apex Police Department officers walk the street from time to time in the evenings to prevent pedestrians from congregating or blocking the walkways and ensure a safe downtown atmosphere.

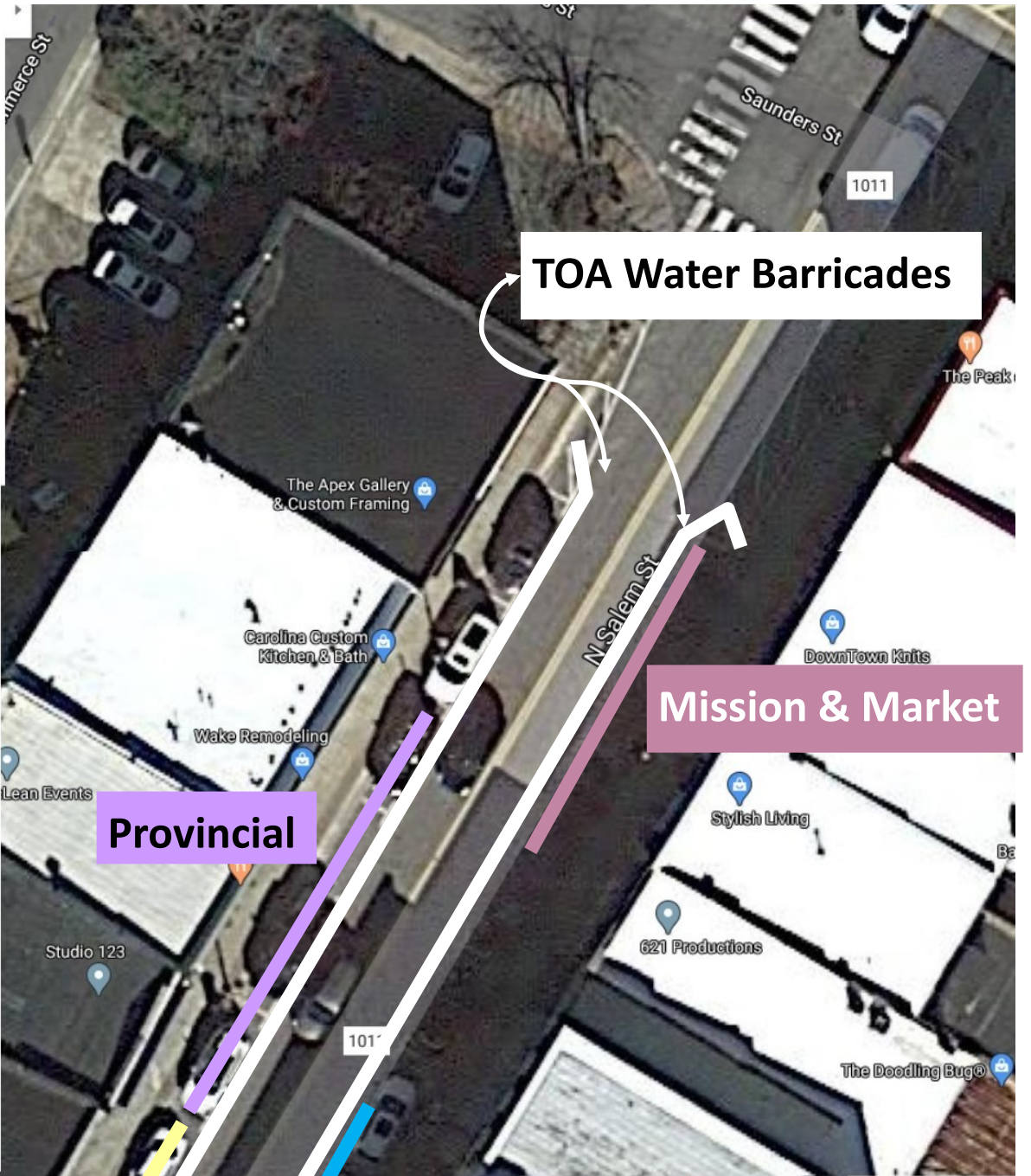
The ADBA appreciates your consideration of this temporary “parking-to-dining” project and related efforts, and looks forward to collaborating on this project if approved. Thank you for your leadership during these challenging days.

Sincerely,

A handwritten signature in blue ink, appearing to read 'SR', followed by a long horizontal line.

Shane Reese  
President  
Apex Downtown Business Association







# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: NEW BUSINESS

Meeting Date: June 2, 2020

## Item Details

Presenter(s): Shawn Purvis, Assistant Town Manager

Department(s): Administration

### Requested Motion

Possible motion to adopt the FY2020-2021 Annual Budget Ordinance and FY2020-2021 Fee Schedule

### Approval Recommended?

Yes

### Item Details

Changes to the FY20-21 Recommended Budget since the May 19 public hearing include:

#### **Revenues**

- Reduction in Sales Tax (\$769,100)
- Reduction in State Grants (\$32,900)
- Reduction in Electric Revenues (\$36,400)
- Reduction in Water-Sewer Revenues (\$60,900)

#### **Expenditures**

- General Fund
  - Decrease in personnel costs (\$428,000)
  - Decrease in operating costs (\$77,500)
  - Decrease in capital costs (\$143,000)
  - Decrease in debt service (\$153,500)
- Electric Fund
  - Decrease in personnel costs (\$66,400)
  - Increase in operating costs (\$30,000)
- Water-Sewer Fund
  - Decrease in personnel costs (\$90,900)
  - Increase in operating costs (\$30,000)

### Attachments

- Budget Message
- Budget Ordinance
- Fee Schedule
- Proposed New Positions





## Town of Apex, North Carolina FY 2020 – 2021 Annual Budget

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### Budget Message

May 27, 2020

The Honorable Jacques K. Gilbert, Mayor  
Members of the Apex Town Council

Dear Mayor Gilbert and Apex Town Council:

In accordance with the Local Government Budget and Fiscal Control Act and NC General Statute 159-11, the proposed Annual Budget for Fiscal Year beginning July 1, 2020 and ending June 30, 2021 is balanced and hereby submitted for your consideration.

Multiple factors influence the annual budget process, including the condition of the national, state, and local economies and the needs identified in our community by elected officials, staff, advisory boards, and citizens. While our most recent citizen survey results were overwhelmingly positive and the Town receives AAA bond ratings from Standard & Poor's and Moody's, there are opportunities for improvement and the Town will continue to strive to provide outstanding services. Taking into account the external effects of the economy, the needs identified for our community, and feedback from the citizens' survey, the proposed budget represents a significant amount of careful consideration and study in order for the Town to meet its obligations, fulfill its goals, and remain fiscally healthy.

In preparing the Fiscal Year 2020-2021 (FY20-21) Budget, town staff followed guidance from Town Council's newly developed mission and vision statements and revised strategic goals to develop a proactive budget that will balance improving current town programs and services with development of new programs and projects. The Council retreat in January was the setting for positive discussion and collaboration as the Town Council developed a mission and vision for the town. It is important to note these statements and goals because they serve as the foundation for governmental activities in the upcoming fiscal year. Additionally, Town Council identified specific initiatives aligned with the goals. These initiatives include affordable housing, diversity and inclusion, public transit, watershed protection, and stormwater management. The budget message expressly recognizes these initiatives in the appropriate sections.

**Vision:** A community unified in the stewardship of our small town charm, natural environment, and a future where all succeed.

**Mission:** Provide exceptional public service that cultivates opportunity for the individual and community to live, thrive, and reach their peak.

**Strategic Goals:**

*High Performing Government:* We will deliver exceptional, responsive, and effective services by attracting and empowering a knowledgeable and diverse workforce that values transparency, financial stewardship, and collaboration with community, regional, and state partners.



*Healthy & Engaged Community:* We will promote the overall well-being of our residents and visitors with welcoming public spaces and high quality recreational facilities and cultural activities, and forge meaningful connections that fulfill a range of our community's needs.

*Environmental Leadership & Responsible Development:* We will plan our built environment in a way that respects and preserves natural resources and the small town character of our community.

*Economic Vitality:* We will leverage partnerships to create a supportive environment for current businesses, and form relationships that foster new and continued economic opportunities in Apex.

*Safe Community & Reliable Infrastructure:* We will ensure safe neighborhoods through proactive, professional, and engaged public safety services, and maintain reliable transportation and utility infrastructure.

**A note on COVID-19 and the ensuing recession.** The full impact of the COVID-19 recession is unknown. Multiple forecasts exist for how long the pandemic and recession will last and each forecast offers a range of economic projections. It is clear that Apex will feel a negative effect on revenues because of the recession. The town began taking action to mitigate revenue shortfalls in FY19-20. The town has benefited from sales tax and new development fee revenues, both of which will suffer during a recession. In addition, sales tax collections lag by three months and data to assess the true impact of the recession may not be readily available. This message references where the pandemic-induced recession may affect the town's operations. Further discussion about rationale for revenue projections and lists of affected projects can be found in the Revenue Assumptions and Supplemental sections of the full budget document.

## Recommended Budget

The FY20-21 Recommended Budget totals \$149,604,700 for all town operations, capital improvements, and debt service requirements. This is \$859,749 (-0.57 percent) less than the FY19-20 Amended Budget as of April 1, 2020. Following Town Council's direction, the budget is balanced with a tax rate of \$.38, a decrease of \$.035 from the current tax rate and a \$.0307 increase over the revenue neutral rate of \$.3493. The budget includes no change in electric rates, no change in water rates, a 4.5 percent increase in sewer rates, and use of \$2,370,000 in fund balance from the General Fund.

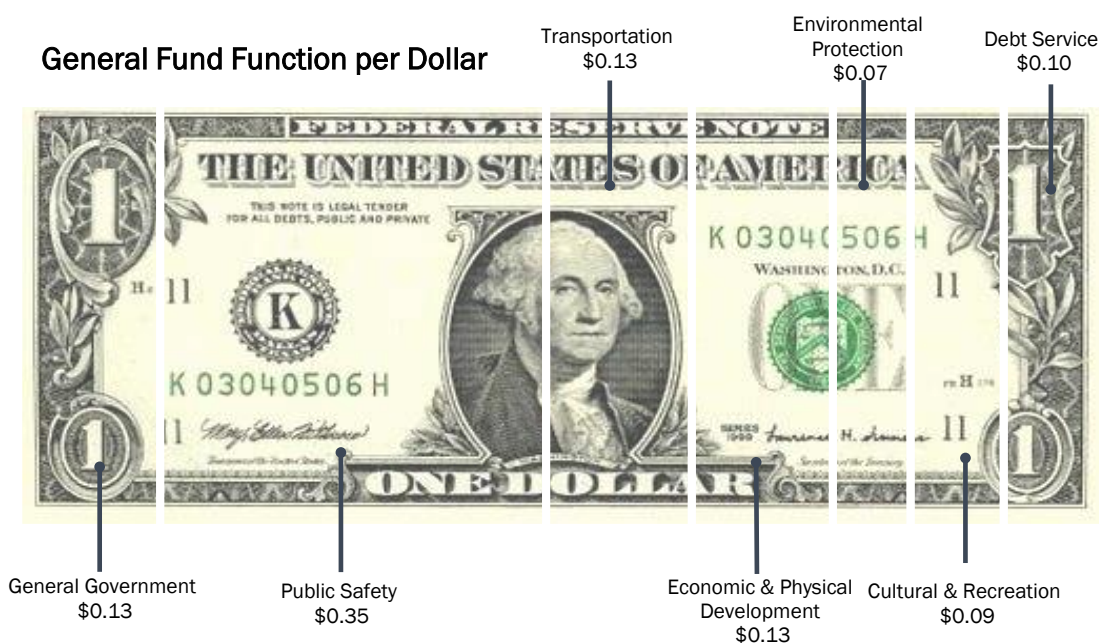
FY20-21 Budget Highlights	
General Fund Expenditures	\$ 71,134,100
Electric Fund Expenditures	\$ 44,030,900
Water & Sewer Fund Expenditures	\$ 22,725,900
Non-major & Capital Fund Expenditures	<u>\$ 11,713,800</u>
<i>Total Budget</i>	\$149,604,700
Property Tax Rate	\$0.38 per \$100 valuation <i>Property tax rate is \$.035 less than FY19-20 and \$.0307 more than the revenue neutral rate of \$.3493</i>
Electric Rates	Residential- \$15.05 base charge, \$.0993 – .1029 per kWh energy charge <i>Rates are unchanged from FY19-20</i>
Water Rates	\$5.54 base charge, \$4.19 – 6.49 per 1000 gal. consumption (tiered)
Sewer Rates	\$9.89 base charge, \$7.06 per 1000 gal. consumption <i>Water rates are unchanged and sewer rates are 4.5% higher than FY19-20</i>

## General Fund

The General Fund accounts for resources not required legally or by sound financial management to be accounted for in another fund. Typically, the General Fund includes services that cannot be operated as a business enterprise and rely on tax dollars as their primary source of revenue. The FY20-21 Recommended Budget for the General Fund totals \$71,134,100, which is 2.42 percent more than the FY19-20 Amended Budget of \$69,451,439 as of April 1, 2020.

## General Fund Expenditures

Apex continues to grow at a rapid pace, with a five-year average of 6.34 percent. The new growth brings about increasing demands on town services. To keep pace with this demand and provide new services, the Town must provide for necessary resources in the budget. These resources include personnel, supplies, equipment, and investment in facilities and infrastructure. The Town of Apex is dedicated to sound financial management and diligently evaluates all expenditures to maintain a responsible budget and demonstrate good stewardship of public funds. The Town's 21 General Fund departments and divisions can be grouped into six primary function areas. Nearly \$.35 of every dollar spent in the General Fund goes toward public safety, which includes police, fire, and 911 communications.



The 2.42 percent increase in the FY20-21 General Fund Budget is modest compared to the 9.34 percent average increase over the past five years. If not for the increase in debt service for the 2017 Recreation Bonds, the General Fund budget would be 1.08 percent less than the FY19-20 Budget. Growth in the General Fund expenditures is tempered by the impending recession caused by the COVID-19 pandemic. Personnel costs and debt service are the primary drivers of the increase. Increases in personnel costs are due to classification and compensation adjustments to keep the Town competitive with its peers in the employment market and increases in retirement rates. Fortunately, a 10.9 percent decrease in healthcare premiums helps offset other personnel costs with a savings of \$544,400. The North Carolina Local Government Retirement System is increasing employer contribution rates from 9.70 to 10.90 percent for

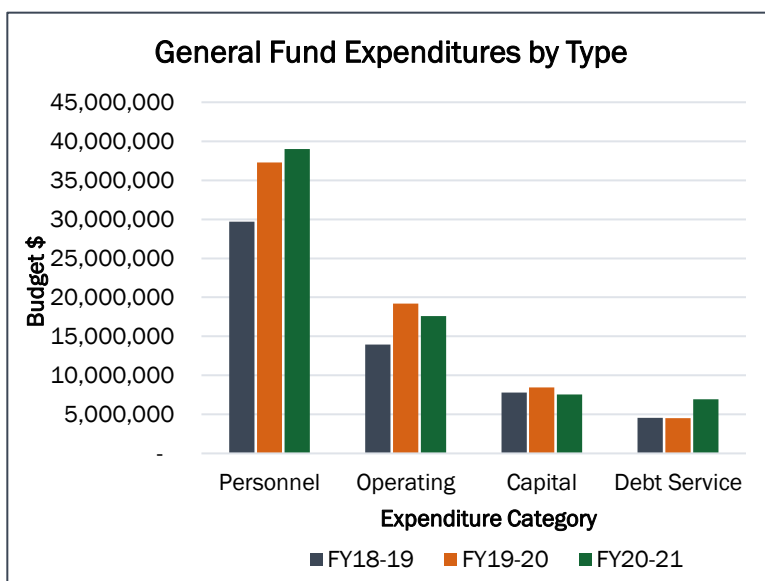


law enforcement officers (LEOs) and from 8.95 to 10.15 percent for all other employees. The retirement contributions represent a \$479,800 (21.20 percent) increase over FY19-20. The Town is also continuing its annual allocation to its Other Post-Employment Benefits (OPEB) trust for long-term OPEB liabilities. The FY20-21 Recommended Budget includes a transfer of \$266,000 to the trust fund. The \$2.43 million increase in debt service is the result of the sale of the remaining bonds from the 2017 Recreation Bond referendum. The General Fund budget includes more than \$2.10 million in personnel, operational, and capital expenditures for stormwater per Town Council's direction to increase stormwater funding by at least \$500,000. Most of these funds are included in the Water Resources division budget. Also in accordance with Town Council goals, the Town began a diversity and inclusion program in FY19-20, and the FY20-21 Recommended Budget includes funding in the Human Resources Budget to continue diversity and inclusion efforts.

Reductions made to the budget because of the COVID-19 recession include several significant capital projects totaling \$1.51 million. The Station 3 Fire Engine replacement (\$740,000), Eva Perry Library repairs (\$438,000), replacement Chipper Truck and Chipper (\$165,000), and new Police Rescue Vehicle (\$165,000) have all been pushed to Year Two of the Capital Improvement Plan. These projects will be the first evaluated for reinsertion into the FY20-21 Budget as the economy improves. Other reductions in operating costs and small capital items are included in the supplemental section of the budget documents. Further reductions totaling between \$1.0 million and \$1.5 million may be necessary. The budget includes a list of capital projects and programs to be delayed or cut depending on revenue trends in FY20-21.

General Fund Expenditures by Type					
Type	FY18-19 Actual	FY19-20 Budget	FY19-20 Estimate	FY20-21 Budget	Percent Change
Personnel	29,714,279	37,286,000	34,401,110	39,023,600	4.66%
Operating	13,936,611	19,210,051	16,000,870	17,609,300	-8.33%
Capital	7,777,765	8,442,888	7,382,623	7,558,700	-10.47%
Debt Service	4,569,865	4,512,500	4,512,424	6,942,500	53.85%
<b>Total</b>	<b>\$55,998,521</b>	<b>\$69,451,439</b>	<b>\$62,297,027</b>	<b>\$71,134,100</b>	<b>2.42%</b>

The structure of the General Fund budget for FY20-21 includes two notable changes. First, the Office of the Town Clerk is now a separate department from Administration as Town Council has decided that the Town Clerk will report directly to the Mayor and Council. The FY20-21 Recommended Budget includes \$195,500 for the newly established department to cover personnel and other operating costs. Second, the Other Financing Uses section of the General Fund budget includes a line item for a transfer to the newly created Affordable Housing Fund. Town Council has established the fund to begin affordable housing initiatives in Apex. To fund the initiatives, Town Council has designated revenue equal to one-cent on the tax rate to the Affordable Housing Fund.



General Fund Department/Division Budgets					
Department/Division	FY18-19 Actual	FY19-20 Budget	FY20-21 Budget	Percent Change	FY19-20 Variance
Town Council	147,599	284,300	278,000	-2.22%	(6,300)
Town Clerk	-	-	195,500	-	195,500
Administration	1,090,693	1,285,674	1,224,800	-4.73%	(60,874)
Human Resources	992,436	1,438,999	1,530,300	6.34%	91,301
Information Technology	1,778,563	2,403,470	2,485,500	3.41%	82,030
Legal	376,633	435,872	475,700	9.14%	39,828
Economic Development	259,365	593,692	534,100	-10.04%	(59,592)
Finance	742,253	793,100	858,700	8.27%	65,600
Planning	2,045,377	2,299,102	2,399,700	4.38%	100,598
Facilities	1,450,244	2,433,780	1,405,500	-42.25%	(1,028,280)
Police	11,251,564	13,176,903	12,900,300	-2.10%	(276,603)
911 Communications	1,101,443	1,422,222	1,682,100	18.27%	259,878
Fire	9,025,733	10,376,023	10,631,600	2.46%	255,577
Public Works-					
Transportation	1,117,581	1,390,715	1,347,700	-3.09%	(43,015)
Water Resources					
Engineering	1,460,391	2,306,703	2,089,700	-9.41%	(217,003)
Streets	3,412,519	6,323,184	4,398,700	-30.44%	(1,924,484)
Solid Waste	4,085,268	5,001,887	5,102,600	2.01%	100,713
Fleet	444,160	504,059	460,900	-8.56%	(43,159)
Inspections & Permitting	2,223,479	3,146,470	2,977,100	-5.38%	(169,370)
Parks & Recreation	4,972,321	5,277,809	5,353,700	1.44%	75,891
Cultural Arts Center	541,376	695,775	731,900	5.19%	36,125
Cemetery	344	57,500	60,000	4.35%	2,500
Special Allocations	765,415	94,500	173,500	83.60%	79,000
Other Financing Uses	2,143,900	3,047,200	4,744,000	55.68%	1,696,800
Debt Service	4,569,865	4,512,500	6,942,500	53.85%	2,430,000
Contingency	-	150,000	150,000	0.00%	-
<b>Total</b>	<b>\$55,998,521</b>	<b>\$69,451,439</b>	<b>\$71,134,100</b>	<b>2.42%</b>	<b>\$1,682,661</b>

### General Fund Capital Highlights

In order to continue providing outstanding services to the community, the Town intends to continue investing in infrastructure and other capital needs during FY20-21, although the Town may delay some of these projects as staff evaluates the financial impact of the COVID-19 pandemic. Capital projects over \$100,000 are part of the Capital Improvement Plan (CIP) and receive thorough evaluation to determine the effects on operating costs and financial and debt indicators. Prior to FY17-18, the Town budgeted CIP projects within department budgets as part of the annual budget process. This inflated the operating budgets and created challenges in tracking projects and identifying trends to assist future fiscal planning. In FY17-18, the Town began budgeting larger projects through Capital Project Ordinances in their

respective funds – General Capital Project Fund, Street Improvements Project Fund, and Recreation Capital Project Fund. The large projects below highlight some of the capital projects included in the FY20-21 Recommended Budget. They are all related to General Fund activities and may be included in the General Fund budget or a corresponding capital project fund.

*Annual Pavement Management – Street Resurfacing (\$1,821,000)*

The Town is responsible for maintaining over 220 miles of municipal streets with the annual resurfacing contract providing for most of the pavement maintenance needs. Street mileage is growing annually with ongoing development. This annual program addresses deficiencies in pavement condition throughout Apex to prevent issues such as potholes, alligator cracking, and rutting in order to provide a safe and reliable transportation system. The Powell Bill program provides an annual funding allocation from the state based on public centerline miles of road accepted and maintained by the Town, however, current and future resurfacing costs continue to exceed Powell Bill allocations. The \$1.82 million allocation for FY20-21 is an increase of \$221,000 from FY19-20.

*Apex Peakway Southwest Connector (\$25,000,000)*

This project completes a gap in the Apex Peakway by spanning South Salem Street and the CSX S-Line with a four-lane bridge to connect the existing sections of the Peakway. The existing intersection at South Salem Street will be relocated to a new a four-lane loop road connector. Sidewalk will connect along the Peakway on both sides of the bridge, both sides of the new loop road, and along the north side of South Salem Street. Final design and property acquisition will be complete in 2020. This project is heavily dependent on grant funding to move forward. The town has submitted an application to receive funding for 50 percent of the project from the Locally Administered Projects Program (LAPP). **If the town does not receive at least a substantial portion of this request, it will likely have to delay the project until other revenues are identified and secured.**

*Beaver Creek Commons at Zeno Road Improvements (\$500,000)*

This project includes extending a second eastbound lane along Beaver Creek Commons Drive from the bus lane to Zeno Road, adding a new right-in/right-out (RIRO) driveway at the bank outparcel, converting the RIRO driveway at the bank/Panda Express to an inbound only driveway, and installing a traffic signal coordinated with the signal at NC 55.

*GoApex Route 1 (\$630,000)*

Apex will begin its first transit route in the coming fiscal year when it initiates the GoApex Route 1. The town expects to receive \$427,000 in LAPP funding to install 40 new bus stops for the circulator route. Depending on the location of the bus stop, some will include benches, bicycle parking, and trash receptacles.

*Chatham Street Improvements (\$953,000)*

Work for this project will be in conjunction with replacement of a water line along Chatham Street. Leveraging the opportunity to complete the sidewalk with the water line replacement increases cost efficiency and limits the disturbance to area residents and property owners. This project will include sidewalk to complete the gap along West Chatham Street between Saunders Street and Hunter Street along with improving the pedestrian crossing at Hunter Street and NC 55. The town has received LAPP funding for 40 percent of the construction costs.



*Salem Street Downtown Streetscape & Resurfacing (\$300,000)*

Identified as a top priority in the Downtown Master Plan, this project includes resurfacing Salem Street from Hunter Street to NC 55 with the removal of on street parking between Saunders Street and Chatham Street in order to widen sidewalk and provide planting beds, landscaping, and pedestrian amenities. The total project estimate is \$2.8 million with \$300,000 estimated for design and engineering and \$2.5 million for construction.

*Beaver Creek Greenway (\$2,435,000)*

This phase of the Beaver Creek Greenway connection involves approximately .25 miles and continues from Chapel Valley Lane, under the Apex Barbecue Road bridge, and to the Nature Park. The majority of costs are due to addressing environmental issues associated with the floodplain and wetlands and for construction of boardwalk.

*Middle Creek Greenway (\$2,128,000)*

The Middle Creek Greenway will provide trail connection from Reunion Pointe's existing greenway at the southern property line of Miramonte northward to the boundary of Pemberly. The trail will be a mixture of asphalt, concrete, boardwalk and further completes the eventual connection between Apex and Holly Springs.

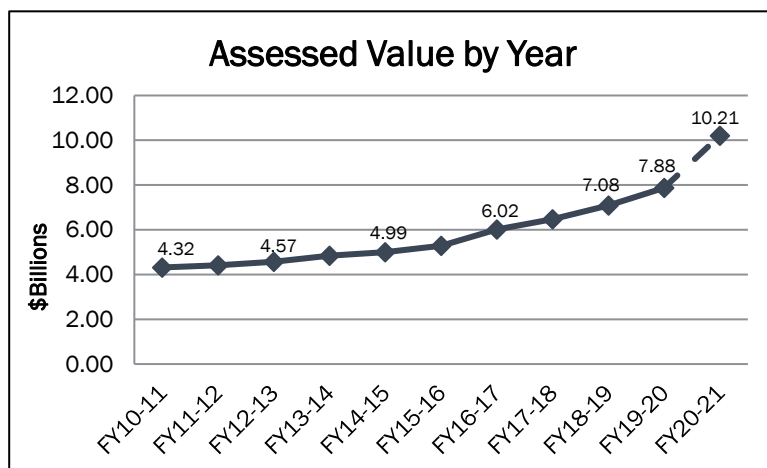
## General Fund Revenues

The Town of Apex continues to experience growth in its primary revenue sources – ad valorem taxes and sales tax. A growing population has naturally contributed to a growing tax base that helps Apex retain a modest tax rate while providing exceptional services. The total assessed value in Apex has increased by 136.60 percent in the past ten years including a revaluation in 2020. With the revaluation, the Apex tax base grew by \$2,330,202,299 (29.57 percent) to \$10,209,900,000 and each penny on the tax rate is equivalent to \$1,019,867 in revenue. The growth in tax base, the stable nature of property taxes, and the fact that property tax revenues account for more than half of the town's revenues potentially lessen the overall impact of the COVID-19 recession but they will not offset the revenue shortfall. Excluding property tax revenues, all other General Fund revenues collectively represent a 12.60 percent decrease from the FY19-20 Amended Budget. Original revenue projections for the General Fund were \$3.39 million higher, not including fund balance allocation. Some economists have begun to forecast a longer recession rather than a rapid rebound. If this is true, revenues could drop further, especially for sales tax, development related charges and fees, sales and services such as such as recreation participation fees, and investment earnings. Throughout FY20-21, the Town will monitor all revenues more closely and be prepared to make necessary adjustments to ensure financial integrity without sacrificing core services.

Ad Valorem Tax

Property taxes represent 54.56 percent of General Fund revenues. For FY20-21, the ad valorem tax base is an estimated \$10.21 billion, which will generate \$38.81 million in property tax revenue with a tax rate of **\$0.38 per \$100 valuation** at a 99.89 percent collection rate. This represents an increase in ad valorem revenue of \$6.34 million (19.53 percent). **The tax rate is \$.035 less than the FY19-20 tax rate but**

represents a \$.0307 increase over the revenue neutral rate of \$.3493 from the 2020 Wake County revaluation. In November 2017, Apex residents overwhelmingly approved \$48 million in general obligation bonds for parks and recreation facilities and amenities. In order to repay the debt service on the approved bonds, the Town will increase the tax rate by \$.045 in \$.015 increments. The first increase was in FY18-19. The FY20-21 tax rate includes the second increment with the third and final increment planned for FY21-22.



#### Local Option Sales Tax

Sales tax represents the town's second largest revenue source in the General Fund at \$11.63 million (16.35 percent). The State of North Carolina collects the sales tax and distributes it to the local units. Sales tax revenues are distributed on a proportional population basis in Wake County. The population growth in Apex has allowed the town to increase its share of sales tax revenues. Sales tax revenues have increased the past several years with a strengthened economy, the natural growth in Wake County, and because of the State's expansion of sales tax to include some services. The FY20-21 Budget includes an estimated decrease of 0.45 percent in sales tax revenues from FY19-20 despite current year sales tax revenues being more than 17 percent over FY18-19. The COVID-19 recession will have a significant impact on sales tax revenues as social distancing practices have severely altered people's ability to spend. The onset of the COVID-19 pandemic triggered a reduction in sales tax revenue projections by \$2.02 million (14.82 percent) from an original estimate of \$13.65 million. Some financial models indicate another reduction of \$500,000 to \$600,000 may be in order.

#### Utility Sales Tax

Beginning in FY14-15, the sale of electricity and piped natural gas became subject to the general sales tax rate. The State distributes a portion of the tax proceeds to cities and towns. This revenue, part of unrestricted intergovernmental revenues, will generate an estimated \$3.0 million for FY20-21. Potential impacts from the current recession could reduce these revenues by 10 percent.

#### Powell Bill Street Allocation

These funds represent appropriations by the State for restricted use in maintaining, repairing, constructing, reconstructing, or widening any public street or thoroughfare within the town limits. Bridges, drainage improvements, curb and gutter, and other necessary appurtenances are approved uses of these funds. The State uses a formula whereby local street miles represent one quarter of the distribution and population, the remaining 75 percent. These funds represent \$1.42 million in the FY20-21 Budget, a 9.32 percent increase due to an increasing population and new road miles added to the town's transportation network.

#### Municipal Vehicle Tax

North Carolina General Statutes originally authorized a municipal vehicle tax of \$5 as a general-purpose tax. The General Assembly revised the law in 2016 to allow a tax up to \$30, but with restrictions. The initial \$5 remains general purpose, but the law assigns another \$5 to public transit and the remaining \$20 to street resurfacing, repairs, and maintenance. Beginning in FY18-19, the Town committed all municipal

vehicle tax revenue to the Transportation Capital Reserve Fund. The town's current rate is \$25. With the beginning of the town's first transit route in FY20-21, the FY20-21 Recommended Budget **includes a \$5 increase in the tax to \$30**. The additional \$5 will generate \$150,000 in FY20-21 for the circulator route and the remaining \$25 will generate \$850,000 for other transportation capital projects.

#### Solid Waste, Recycling, & Yard Waste Fees

The Town currently contracts with a private hauler for solid waste and recycling collections. The solid waste and recycling fees offset the Town's contract cost. Solid waste fees will generate \$2,346,700 in FY20-21 and recycling fees will generate \$1,228,700. The Town conducts its own yard waste collection and covers the cost with a monthly yard waste fee. The yard waste fee will generate \$1,914,700 in FY20-21. **Solid waste and recycling fees will increase in accordance with our service contract in FY20-21.**

A lack of demand for recycling materials continues to make it difficult to maintain current rates. To offset increasing recycling costs, the fee includes an additional \$1.27 (an increase of \$.52 from FY19-20) beyond the standard adjustment for inflation of 2.50 percent. Revenue projections for waste collection fees include a reduced growth rate. Actual revenues could decline another \$150,000 if growth slows more.

Solid Waste, Recycling, & Yard Waste Monthly Charges		
	FY19-20	FY20-21
Yard Waste Collection	\$7.83	\$7.83
Residential Roll-Out Cart	\$8.51	\$8.72
Commercial Roll-Out Cart	\$17.44	\$17.88
Recycling (per Bin or Cart)	\$4.28	\$4.89
4-CY Dumpster Service	\$125.07	\$128.20
6-CY Dumpster Service	\$147.97	\$151.67
8-CY Dumpster Service	\$169.08	\$173.31

#### Inspection & Permit Fees

The FY20-21 Recommended Budget includes \$3,675,500 in revenues associated with the Inspections and Permitting Department. General Statutes restrict some of these fees specifically for inspections and permitting related activities. The restricted amount in the FY20-21 Budget is \$3.02 million. With new development expected to slow in current recession, these fee revenues could decrease further.

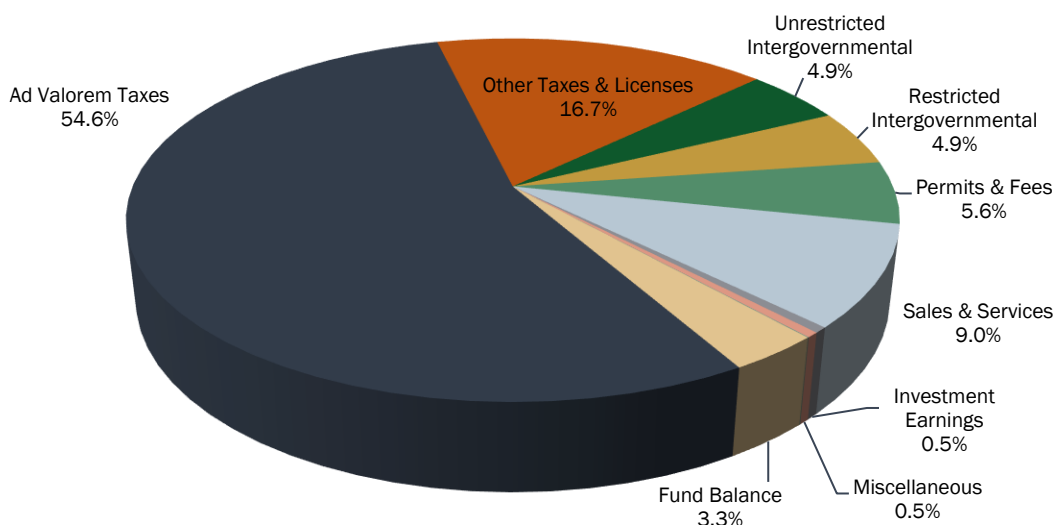
#### Fund Balance Appropriation

Fund Balance is, simply explained, the amount of assets in excess of liabilities in a given fund. These funds enable the Town to meet financial obligations without interruptions due to cash flow, generate investment income, eliminate the need for short-term borrowing, and provide a reserve of funds to respond to emergencies or opportunities. From time to time, the Town will use money from fund balance to cover one-time expenses such as specific capital items. The Town evaluates any decision to use fund balance carefully and often plans the use in advance to ensure adherence to the Town's fund balance policy. The FY20-21 Recommended Budget includes a fund balance allocation of \$2,370,000 including \$750,000 for property at the Cash Corporate economic development site, \$570,000 for wetland mitigation for the Richardson Road extension, \$500,000 for improvements to the Beaver Creek Commons-Zeno Road intersection, \$300,000 for the Salem Street streetscape design, and \$250,000 for the Downtown Alley Improvement project.



General Fund Revenues by Source					
Source	FY18-19 Actual	FY19-20 Budget	FY19-20 Estimate	FY20-21 Budget	Percent Change
Ad Valorem Taxes	29,525,234	32,470,000	32,554,000	38,813,000	19.53%
Other Taxes & Licenses	11,120,463	11,758,000	12,069,000	11,854,900	0.82%
Unrestricted Intergov't	3,260,784	3,312,300	3,357,335	3,485,000	5.21%
Restricted Intergov't	2,865,667	2,649,700	2,764,462	3,516,100	32.70%
Permits & Fees	5,080,025	4,151,300	4,121,127	3,957,900	-4.66%
Sales & Services	5,282,372	5,602,500	5,563,263	6,423,900	14.66%
Investment Earnings	796,746	750,200	640,860	355,300	-52.64%
Miscellaneous	458,023	323,000	436,476	323,000	0.00%
Other Financing Sources	2,580,240	1,758,300	1,519,961	35,000	-98.01%
Fund Balance	-	6,676,139	-	2,370,000	-64.50%
<b>Total</b>	<b>\$60,969,554</b>	<b>\$69,451,439</b>	<b>\$63,026,484</b>	<b>\$71,134,100</b>	<b>2.42%</b>

### General Fund Revenues by Source FY20-21



### Enterprise Funds

The Town of Apex operates two major funds as enterprises – the Electric Fund and the Water and Sewer Fund. Enterprise funds provide governmental services that can operate similar to a business and are self-sustaining with user rates that generate all revenues to cover expenditures.

#### Electric Fund

The Electric Fund comprises all revenues and expenditures that result from the town's electric utility operations. Customer charges and fees generate enough revenue to support the fund completely. The FY20-21 Recommended Budget for the Electric Fund totals \$44,030,900, a 1.47 percent decrease from the FY19-20 Amended Budget of \$44,687,614 as of April 1, 2020.

## Electric Fund Expenditures

The decrease in the FY20-21 Electric Fund Budget is primarily due to a reduction in capital costs associated with system expansion for new subdivisions. This reduction is due to the anticipated slowing of growth in response to the COVID-19 pandemic. Despite the decreased growth rate, the Town will continue to make investments to enhance its electric utility. The investments made in system maintenance and improvements will allow the Town to maintain an impressive 99.98 percent system availability for customers. The slight decrease in personnel costs is the result of savings in health insurance premiums and workers compensation insurance offsetting salary and retirement increases. The doubling of debt service represents the first installment payment due in FY20-21 for the new electric office building. With the true impact of the recession not yet known, the Electric Department has identified capital projects totaling \$770,450 to delay in FY20-21. If revenues do not recover during FY20-21, these projects may be pushed to FY21-22, and if further expenditure reductions are needed, the department may look to cut back on the street light expansion program or reduce system expansion, as subdivision growth will likely slow.

Electric Fund Expenditures by Type					
Type	FY18-19 Actual	FY19-20 Budget	FY19-20 Estimate	FY20-21 Budget	Percent Change
Personnel	4,199,570	4,999,600	4,522,999	4,888,200	-2.23%
Operating	1,531,829	1,898,886	1,354,858	2,044,200	7.65%
Sales Tax	2,572,686	2,749,000	2,817,273	2,856,500	3.91%
Purchase for Resale	25,984,245	27,858,400	27,611,035	28,861,700	3.60%
Capital	5,414,238	6,542,528	5,601,511	4,130,000	-36.87%
Debt Service	636,454	639,200	639,134	1,250,300	95.60%
<b>Total</b>	<b>\$40,339,021</b>	<b>\$44,687,614</b>	<b>\$42,546,810</b>	<b>\$44,030,900</b>	<b>-1.47%</b>

## Electric Capital Highlights

Similar to the General Fund, the Town accounts for large capital projects associated with the electric utility system in a capital project fund. In response to feedback received from the 2017 Citizen Satisfaction Survey, the FY18-19 Budget included \$250,000 dedicated to installing new streetlights throughout the town. This program will continue in FY20-21 for the third consecutive year with a reduced amount of \$125,000 to begin replacing older streetlights with LED lights. The transfer of \$1.13 million to the capital fund project in FY20-21 is for upgrades to the Laura Duncan Substation and the final stages of the new electric office building.

*Laura Duncan Substation Upgrades (\$575,000)*

This project will replace existing regulator controls with modern units capable of being integrated into the SCADA system, and will perform preventative maintenance on existing regulators and upgrade them to accept new controls. The existing equipment is outdated, no longer supported by the manufacturers, and nearing the end of useful life. Upgrading this equipment will improve the reliability of the Town's system.

*Electric Office Facility (\$550,000)*

The final stages of the new Electric Office Facility include additional site work for sidewalks, streets, and landscaping. The street improvements provide an extension of Milano Avenue as a collector road to access the electric substation property and extend further west to

connect to Richardson Road through Buckhorn Preserve. The extension will complete the remaining gap between Richardson Road and Evans Road.

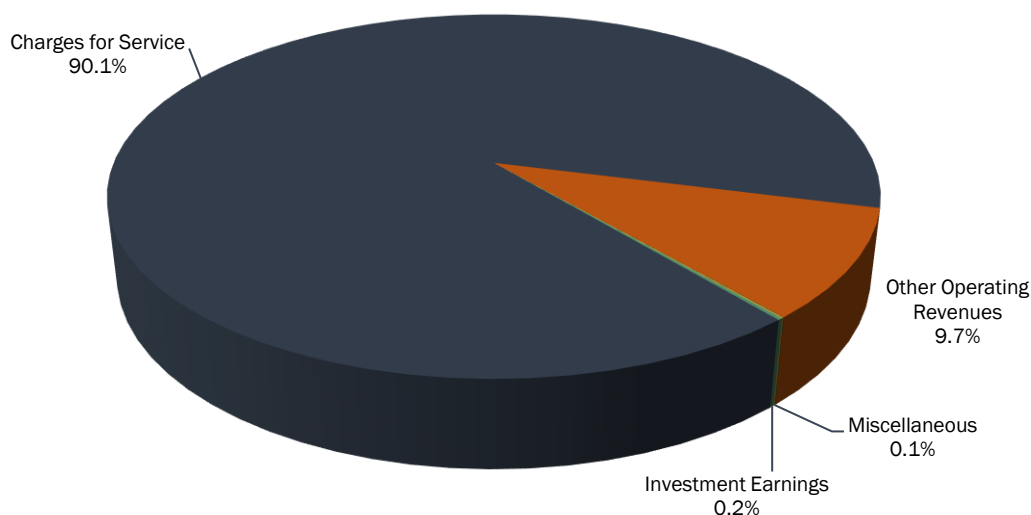
## Electric Fund Revenues

Electric Fund revenues for FY20-21 are down 1.47 percent from FY19-20. The Electric Fund generates charges for service through a base rate to cover fixed costs and an energy/demand rate to cover variable costs. The FY20-21 Recommended Budget includes \$39.65 million in revenue from charges for service with **no increases to the electric base charge or energy charge**. Over the past two years, Apex's electric utility experienced an average of 7.80 percent growth, including 14.85 percent in FY19-20. Even with the recent high growth, initial revenue projections for FY20-21 used a customer growth rate of six percent and indicated a 2.85 percent increase in revenues. The onset of the COVID-19 pandemic and subsequent recession led to a reduction in revenue projections by \$1.83 million, primarily in projected commercial utility sales. For a revised residential sales revenue projection, the residential customer growth rate was cut in half to produce projections that are \$900,000 less than originally anticipated. Furthermore, the unknown impact of Executive Order 124 (EO124) complicates revenue projections for the Electric Fund. Issued by NC Governor Roy Cooper on March 31, 2020, EO124 prohibited utility cutoffs, late fees, and reconnection fees through May 31, 2020. Three weeks prior to EO124, Apex had already suspended cutoffs and late fees through June 5, 2020, and began offering payment arrangements. Town Council has since extended the suspension of cutoffs and late fees through August. The executive order outlines specific requirements for payment programs that utilities must offer. The Finance Department is currently tracking the effects of the executive order but the impact of delayed payments and uncollected fees is unknown. Due to the recession and the unknown impact of EO124, electric revenues could experience an additional reduction of at least \$400,000.

Electric Fund Revenues by Source					
Source	FY18-19 Actual	FY19-20 Budget	FY19-20 Estimate	FY20-21 Budget	Percent Change
Charges for Service	36,541,592	39,322,200	39,503,648	39,650,000	0.83%
Other Operating Revenues	4,196,415	4,368,300	4,393,581	4,260,900	-2.46%
Other Financing Sources	-	30,000	5,000	10,000	-66.67%
Miscellaneous	68,923	45,000	85,524	35,000	-22.22%
Investment Earnings	101,015	100,000	110,482	75,000	-25.00%
Retained Earnings	-	822,114	-	-	-100.00%
<b>Total</b>	<b>\$40,907,945</b>	<b>\$44,687,614</b>	<b>\$44,098,235</b>	<b>\$44,030,900</b>	<b>-1.47%</b>



## Electric Fund Revenues by Source FY20-21



### Water & Sewer Fund

The Water and Sewer Fund comprises all revenues and expenditures that result from the town's water and sewer utility operations. Customer charges and fees generate enough revenue to support the fund completely. The FY20-21 Recommended Budget for the Water and Sewer Fund totals \$22,725,900, a 5.04 percent decrease from the FY19-20 Amended Budget of \$23,932,546 as of April 1, 2020.

### Water & Sewer Fund Expenditures

The FY20-21 Water and Sewer Fund Budget reflects a decrease in all expenditure categories except personnel. Redistribution of personnel expenditures associated with outfall mowing and maintenance to the Water and Sewer Fund primarily account for the increases. The FY20-21 Recommended Budget includes \$54,600 for OPEB expenses in the Water and Sewer Fund, including a transfer of \$35,000 to reserves for future OPEB liabilities. Like the Electric Fund, most of the budget decreases are attributable to the effects of COVID-19 on the economy and the anticipated drop in customer growth rate. The Water and Sewer Fund divisions have identified capital projects to delay or remove from the budget in FY20-21 if revenues do not recover during the fiscal year. The FY20-21 Water and Sewer Fund expenditures may need to be reduced by an additional \$1.2 million depending on the recession's impact on residential and commercial growth.

Water & Sewer Fund Expenditures by Type					
Type	FY18-19 Actual	FY19-20 Budget	FY19-20 Estimate	FY20-21 Budget	Percent Change
Personnel	5,285,800	6,159,800	5,756,352	7,796,900	26.58%
Operating	19,915,137	8,527,956	6,895,047	7,075,500	-17.03%
Purchase for Resale	1,710,932	2,403,100	2,100,000	2,174,800	-9.50%
Capital	3,680,063	2,865,290	2,647,548	1,705,000	-40.49%
Debt Service	3,953,737	3,976,400	3,976,116	3,973,700	-0.07%
<b>Total</b>	<b>\$34,545,669</b>	<b>\$23,932,546</b>	<b>\$21,375,063</b>	<b>\$22,725,900</b>	<b>-5.04%</b>

The FY20-21 Recommended Budget includes \$134,000 as part of the town's commitment to watershed protection with Triangle Land Conservancy. This amount along with personnel increases account for the increase in the Water-Sewer Administration division budget. Changes in the other Water and Sewer Fund divisions primarily result from the personnel distribution mentioned above and differences in capital projects between FY19-20 and FY20-21. The Water and Sewer Fund budget includes \$3.97 million for debt service payments resulting from improvements to the Cary-Apex Water Treatment Plant and Western Wake Regional Water Reclamation Facility. A transfer from the Water and Sewer Capital Reserve Fund covers a portion of the debt service.

Water & Sewer Fund Department/Division Budgets					
Department/Division	FY18-19 Actual	FY19-20 Budget	FY20-21 Budget	Percent Change	FY19-20 Variance
Water-Sewer Admin.	2,434,577	3,134,229	3,436,300	9.64%	302,071
Water Treatment	2,184,867	3,857,384	2,321,300	-39.82%	(1,536,084)
Water Maintenance	2,437,811	3,999,826	5,272,300	31.81%	1,272,474
Sewer Treatment	4,211,274	4,293,017	3,887,600	-9.44%	(405,417)
Sewer Maintenance	2,350,079	4,548,690	3,134,700	-31.09%	(1,413,990)
Debt Service	3,953,737	3,976,400	3,973,700	-0.07%	(2,700)
Other Financing Uses	2,315,225	-	550,000	-	550,000
Special Appropriation	14,658,099	-	-	-	-
Contingency	-	123,000	150,000	21.95%	27,000
<b>Total</b>	<b>\$34,545,669</b>	<b>\$23,932,546</b>	<b>\$22,725,900</b>	<b>-5.04%</b>	<b>(\$1,206,646)</b>

### Water & Sewer Capital Highlights

Similar to the General Fund, the Town accounts for large capital projects associated with the water and sewer utility system in a capital project fund as well as within the operating fund itself. The Water and Sewer Capital Project fund will include \$4,428,000 in FY20-21 for design of a new 1.5 million gallon elevated water tank (\$850,000), the Sunset Hills Pump Station Renovation (\$1,065,000), continuation of the Western Transmission Main project (\$500,000), the water line relocation at the Peakway and Salem Street interchange (\$100,000), the Lawrence Crossing Sewer Rehab project (\$575,000), and the Cary-Apex water and sewer projects (\$1,338,000). The Water and Sewer operating budget includes \$1,705,000 for the Chatham Street waterline, the Salem Street waterline rehab, miscellaneous water meter installations and water main connections, and various vehicle and equipment replacements.

#### *1.5 MG Elevated Water Storage Tank (\$850,000)*

Year one of this project includes \$850,000 for engineering and design of an estimated \$4.29 million project to construct a 1.5 million gallon elevated storage tank to ensure we meet the State's minimum requirement for elevated storage.

#### *Sunset Hill Pump Station Renovation (\$1,065,000)*

Renovation of the existing Middle Creek - Sunset Hills Pump Station includes installing a new deeper well that will allow the pump station to serve the area to the northeast including the future school site. The renovation will increase capacity for the area and allow the future school to use gravity sewer into the Sunset Hills pump station.

*Western Transmission Main (Phase II) - Kelly Road Park to Apex BBQ (\$500,000)*

Phase II of the Western Transmission Main Project includes the following sections: 1,000 feet of 24-inch waterline on Kelly Road from Olive Chapel Elementary School to Kelly Road Park, and 2,500 feet of 24-inch waterline from Kelly Road Park Pump station to Apex BBQ Road. The primary purpose of Phase II work is to provide adequate water flow at a manageable pressures to the entire water system as western portions of Apex, south of Olive Chapel Road, develop and demand grows. This work will also ensure that adequate flow and proper velocities are maintained in the other areas of Apex as growing demand to the west pulls water in that direction.

*Lawrence Crossing Sewer Rehab (\$575,000)*

This project will replace an aging 24-inch gravity sewer outfall with a new 12-inch sewer line. The 24-inch line formerly conveyed over half of the town's sewer flow. The completion of the Western Wake Regional WRF in 2014 diverted most of this flow. It is more cost effective to replace and downsize to a 12-inch line than to install a liner in the 24-inch pipe.

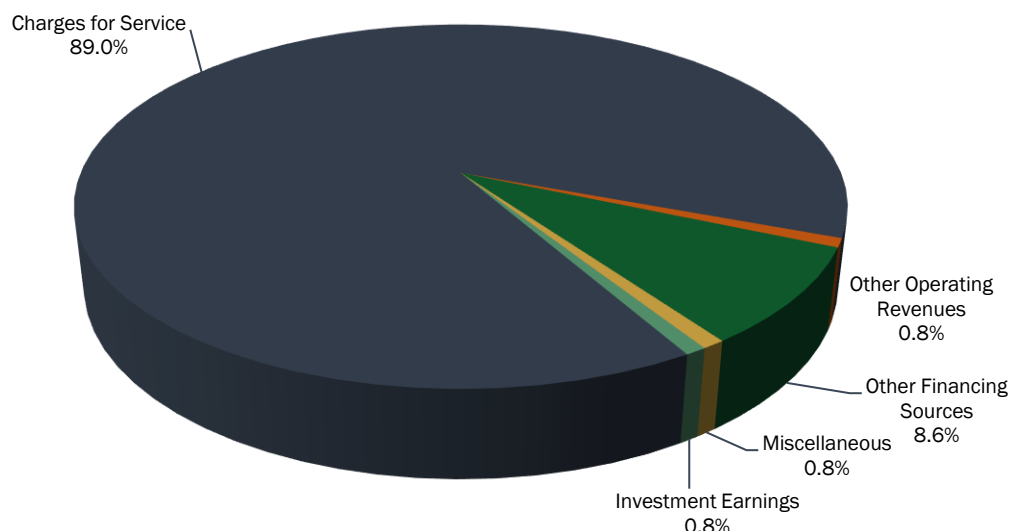
## Water &amp; Sewer Fund Revenues

Projections for Water and Sewer Fund revenues rely on many of the same variables as the Electric Fund, thus the impact of COVID-19 and the recession is similar for the two funds. The FY20-21 Recommended Budget includes \$20,221,400 in revenues from water and sewer charges, a decrease of 3.83 percent. New customer growth has averaged nearly six percent the past few years, with an 11.58 percent growth for water customers and 11.65 percent growth for sewer customers in FY19-20. Before the COVID-19 pandemic, revenue projections included a 5.80 percent customer growth rate for water and sewer accounts. Adjustments due to the recession cut the growth rate in half and reduced revenue projections by \$579,000. If the growth rate slows further, revenues could potentially come in an additional \$1.2 million lower than originally projected. This does not include the potential effects of E0124 as discussed in the Electric Fund revenues section.

Water & Sewer Fund Revenues by Source					
Source	FY18-19 Actual	FY19-20 Budget	FY19-20 Estimate	FY20-21 Budget	Percent Change
Charges for Service	16,985,632	21,026,900	19,300,000	20,221,400	-3.83%
Other Operating Revenues	176,159	170,000	160,000	180,000	5.88%
Other Financing Sources	19,853,704	1,955,500	1,945,500	1,960,500	0.26%
Miscellaneous	245,618	171,000	255,667	189,000	10.53%
Investment Earnings	315,513	250,000	350,000	175,000	-30.00%
Retained Earnings	-	359,146	-	-	-100.00%
<b>Total</b>	<b>\$37,576,626</b>	<b>\$23,932,546</b>	<b>\$22,011,167</b>	<b>\$22,725,900</b>	<b>-5.04%</b>



## Water & Sewer Fund Revenues by Source FY20-21



### Water & Sewer Rates

In FY16-17, the Town performed a study on the existing rates and rates structure at that time. That study found that the sewer utility was generating a deficit while the water utility was generating a surplus. The consulting firm identified the rate adjustments that would be necessary to fund the delivery of these services, including system upgrades and expansion as described in the Town's Capital Improvement Plan through FY24-25. The Town implemented the new rate structure in FY17-18 and began to adjust rates accordingly. The study recommended annual review of water rates with no immediate change while recommending continued increases of 4.5 percent per year for sewer rates. Town staff thoroughly reviews rates annually and recommends adjustments that ensure the utilities remain self-sufficient while avoiding the need for a significant increase in any one year. The Town intends to perform an update on the rate analysis during FY20-21.

The budget includes a recommendation to **keep water rates the same in FY20-21 and increase sewer rates by 4.5 percent**. The change would increase the sewer base charge from **\$9.46 to \$9.89** and volumetric rates would increase from **\$6.76 to \$7.06** per 1,000 gallons. Water and sewer rates are double for customers outside the town limits.

Water & Sewer Monthly Rates					
Water Rates	FY19-20	FY20-21	Sewer Rates	FY19-20	FY20-21
Residential Inside Base Charge	\$5.54	\$5.54	Inside Base Charge	\$9.46	\$9.89
Residential Outside Base Charge	\$11.08	\$11.08	Outside Base Charge	\$18.91	\$19.76
Commercial Inside Base Charge	\$4.19	\$4.19	Inside Volumetric	\$6.76	\$7.06
Commercial Outside Base	\$8.38	\$8.38	Outside Volumetric	\$13.52	\$14.13

It is important to note that the rate increases for sewer should have a minimal effect on the average user. For example, an average family of four or five that uses 5,000 gallons a month will see an increase of \$1.95 on their monthly water and sewer bill. Additionally, when comparing Apex to other utility systems in the area, the town's rates are consistently in the lowest quartile while still providing adequate cost recovery and providing for future capital needs. It is important for the town to continue to evaluate rates annually to ensure the financial sustainability of the water and sewer utilities.

## Organization Review

To perform at an even higher level and ensure Apex remains “the peak of good living,” the Town is continuing to develop its organization-wide strategic plan to help move toward performance management. Departments have developed their departmental missions and revised goals to ensure alignment with Town Council’s mission, vision, and five strategic goals. Departments currently are working to revise objectives with performance indicators and strategies while identifying what data is available and what new data is needed.

### Core Values

Our Peak Principles, which represent our core values, are our foundation for how we interact with one another and the public as we serve our community.

*Peak Pledge:* We will perform at the highest level by empowering our peers, remaining accountable to each other and those we serve, and continuing the pursuit of knowledge.

*Performance:* Being stewards of public resources and trust, we will maintain a culture that values exceptional customer service through efficiency and focus on our work.

*Empowerment:* Knowing that good ideas come from employees at all levels across all departments and divisions, we will maintain a culture that empowers everyone to express their thoughts and provides opportunities to become part of real solutions.

*Accountability:* Knowing that we are entrusted to be stewards of the public’s resources, we will maintain an atmosphere of openness and transparency to one another and to those we serve.

*Knowledge:* A workforce that pursues knowledge is one that will be better able to anticipate new challenges and respond to those presented.

### Personnel

*Employee Performance Evaluation and Compensation:* The Town’s performance evaluation and compensation system is structured around the Town’s Peak Principles and the establishment of clear performance goals and objectives for each employee. Compensation under the system relies on adjustments based off the midpoint (job rate) of the employee’s salary range, or actual salary, depending on which amount is higher. For FY20-21, the Town plans to take a one-year hiatus from its standard merit-based practice to implement other compensation elements that will help the Town attract and retain employees and remain a great place to work. **The FY20-21 Recommended Budget includes the implementation of a \$15.00 living wage as a baseline for the Town’s compensation plan.** To adjust for the baseline change, minimize salary compression, and bring the Town’s compensation plan in line with peer communities, the budget includes a seven percent adjustment to the compensation plan’s pay ranges and a one-time, seven-percent increase to all employees holding a fulltime or part-time, benefited position as of October 2020. Employees do not receive other pay increases during the year unless they qualify for a pay adjustment for position reclassification or receive a promotion with greater responsibility. The total estimated cost for FY20-21 is \$1.62 million across all funds.

*Employer Retirement Contribution:* The North Carolina Local Government Retirement System has notified local governments that the Annual Contribution Rate (ACR) will increase in FY20-21. The employer contribution is 10.15 percent for regular employees and 10.90 percent for law enforcement officers. Local government employees currently contribute six percent of their salary. The Town's retirement contributions represent \$3,650,000 in FY20-21, an increase of \$693,100 (23.44 percent).

*401(k) Contribution:* The Town provides a five percent 401(k) contribution for all full-time employees. North Carolina General Statutes mandate 401(k) contributions for sworn law enforcement at five percent, a cost of \$339,200 in the FY20-21 Budget. Contributions for all other employees represent \$2,102,500 in FY20-21.

*Health Insurance:* During the 2019-2020 fiscal year, the Town issued a request for proposals (RFP) for medical, pharmacy, and stop-loss insurance plans. After thorough analysis of network availability, services and resources available to employees, and capabilities in care management, behavioral health, and wellness, the Town chose to switch carriers to Cigna. In addition to receiving more resources for Town employees, the Town will benefit from a 10.9 percent decrease for healthcare premiums in FY20-21. After the addition of new positions, the Town expects a savings of \$548,700 from decreased healthcare cost. The FY20-21 Recommended Budget includes \$5,255,600 for healthcare premiums across all funds.

*Retiree Medical Insurance:* The Town offers qualifying retired employees a medical insurance benefit until they qualify for the Federal Medicare Insurance Program. The cost for the retiree insurance is classified as other post-employment benefits (OPEB). In addition to the annual retiree medical insurance cost, the FY20-21 Recommended Budget includes additional funds for an OPEB trust fund. To prevent long-term financial stress and follow sound financial practices, the Town allocates additional funds for long-term OPEB costs annually. The FY20-21 Recommended Budget includes \$350,000 for long-term OPEB expenditures - \$266,000 in General Fund, \$49,000 in the Electric Fund, and \$35,000 in the Water & Sewer Fund. The FY20-21 Budget includes a total of \$618,600 to cover pay-as-go Retiree Medical Insurance and long-term OPEB costs in all funds. **As of July 1, 2020, the Town will no longer offer the retiree medical insurance benefit to new employees. Current employees will remain eligible for the benefit under the existing program.** The purpose of eliminating this benefit is to reduce the Town's long-term liability, which currently stands at \$35 million. While the long-term liability will continue to increase some over the next few years, it will eventually begin to decrease with contributions to the trust fund and no additional participants to the program.

*Police Special Separation Allowance:* North Carolina General Statutes provide for special compensation to retired law enforcement officers meeting specified criteria. The statutes require the Town to compensate the officer until they reach age 62. The Special Separation Allowance budget in FY20-21 is \$150,000.

*Position Reclassifications:* The Town contracts with a consulting group to study approximately one third of the Town's positions each year to determine if the positions are correctly classified and if the salary ranges assigned to the positions are appropriate based on the area labor market. This year, the Town evaluated all labor and maintenance positions in the Electric, Public Works and Transportation, Water Resources, Water and Sewer, and Parks, Recreation, and Cultural Resources Departments. In addition, town staff is recommending grade changes to law enforcement officer and fire services positions to remain competitive in starting pay for these highly competitive positions. The study reviewed 96 positions and 320 employees.



*Additional Positions:* The recommended FY20-21 General Fund budget includes 11 new full-time positions. Town Council approved adding two of these positions, an IT support specialist, and the deputy town clerk, during the final quarter of FY19-20. Neither the Water and Sewer Fund nor Electric Fund budgets contain new positions. Town staff worked together to prioritize these positions from an initial request of 26 new positions, including 25 in the General Fund and one in the Electric Fund. Two of the new positions, the sustainability program coordinator and the sustainability project analyst, will be dedicated to managing the Town's energy and environmental goals. All new positions will bring the total approved full-time positions to 513 and increase personnel costs by \$786,300 for FY20-21. A breakdown of the recommended positions with costs is located in the Supplemental Section of the budget document.

## Fund Balance

The North Carolina Local Government Commission recommends that local governments maintain a minimum unassigned fund balance of no less than eight percent of expenditures. The Town of Apex has adopted a formal fund balance policy establishing a goal of maintaining a fund balance for the General Fund of at least 25 percent of expenditures. The Town of Apex's estimated non-committed or non-restricted fund balance as of June 30, 2020, is \$26.79 million or 37.66 percent of FY20-21 expenditures. The recommended budget **does** include use of fund balance to cover some capital costs. The Town does not use reserves for operating costs and carefully evaluates the use of fund balance for unanticipated opportunities and capital expenses. The use of \$2,370,000 in FY20-21 will still keep the available fund balance above 25 percent.

The North Carolina Local Government Commission does not have a specific recommendation regarding how much fund balance or retained earnings a local government enterprise operation should maintain. The Town does not have a defined goal for fund balance for either enterprise fund. The Town seeks to ensure both funds are financially stable and contain healthy reserves. The Town of Apex's estimated fund balance as of June 30, 2020 for the Water & Sewer Fund is \$17.16 million (75.49 percent). The estimated fund balance for the Electric Fund is \$11.21 million (25.46 percent of expenditures); however, most of this amount is restricted. The FY20-21 Recommended Budget **does not** include use of fund balance in the Electric Fund or the Water & Sewer Fund.

In summary, the Recommended Budget is a balanced budget in accordance with state statutes, and it attempts to address the priorities set by Town Council for the 2020-2021 Fiscal Year. While it is typically difficult to fund all the requests made by departments or external agencies, preparation of this budget proved more challenging than in recent years. The FY20-21 Budget will require closer monitoring than usual as the true impacts of the COVID-19 recession become clearer. Despite the challenges in preparing the FY20-21 Budget, it is fiscally sound and addresses the top priority needs of the town. The Town's sound financial practices and conservative budgeting approach have positioned it to weather this recession without sacrificing high-level services for Apex citizens. As stewards of public resources, we believe our role is to concentrate our budgeting efforts on maintenance of current services, Town-owned property, and infrastructure while attempting to keep rates and fees reasonable. This budget reflects our commitment to maintaining and improving our community and positioning Apex to be financially sound in the future.

Respectfully submitted,

Drew Havens  
Town Manager



**Town of Apex, North Carolina**  
**FY 2020 – 2021 Annual Budget**  


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**Budget Ordinance**

BE IT ORDAINED by the Town Council of the Town of Apex, North Carolina that the following anticipated fund revenues and departmental expenditures, together with certain fees and schedules, and with certain restrictions and authorizations, are hereby appropriated and approved for the operation of the Town government and its activities for the fiscal year beginning July 1, 2020 and ending June 30, 2021.

**Section 1: General Fund**

**General Fund Revenues**

Ad Valorem Taxes	\$38,813,000
Other Taxes and Licenses	\$11,854,900
Unrestricted Intergovernmental Revenues	\$3,485,000
Restricted Intergovernmental Revenues	\$3,516,100
Permits and Fees	\$3,957,900
Sales and Services	\$6,423,900
Investment Earnings	\$355,300
Miscellaneous Revenues	\$323,000
Other Financing Sources	\$35,000
Fund Balance Appropriation	\$2,370,000
<b>Total Revenues</b>	<b>\$71,134,100</b>

**General Fund Expenditures**

Governing Body	\$278,000
Town Clerk	\$195,500
Administration	\$1,224,800
Human Resources	\$1,530,300
Information Systems	\$2,485,500
Legal Services	\$475,700
Economic Development	\$534,100
Finance	\$858,700
Planning & Community Development	\$2,399,700
Facility Services	\$1,405,500
Police	\$12,900,300
Communications	\$1,682,100
Fire Services	\$10,631,600
Public Works & Transportation	\$1,347,700
Utility Engineering-Water Resources	\$2,089,700
Streets	\$4,398,700
Solid Waste Services	\$5,102,600
Fleet Services	\$460,900
Building Inspections & Permitting	\$2,977,100
Parks & Recreation	\$5,353,700
Cultural Arts Center	\$731,900
Cemetery	\$60,000

Special Appropriations	\$173,500
Other Financing Uses	\$4,744,000
Debt Service	\$6,942,500
Contingency	\$150,000
<b>Total Expenditures</b>	<b>\$71,134,100</b>

As required by General Statutes Chapter 158-7.1(a), the appropriations made for the purpose of economic development in Section I of the Ordinance have been determined by the Town Council to increase employment opportunities and add value to the tax base for the Town of Apex through industry recruitment, retention, and other support activities.

## Section 2: Electric Fund

<b>Electric Fund Revenues</b>	
Investment Earnings	\$75,000
Miscellaneous Revenues	\$35,000
Charges for Service	\$39,650,000
Other Operating Revenues	\$4,260,900
Other Financing Sources	\$10,000
<b>Total Revenues</b>	<b>\$44,030,900</b>
<b>Electric Fund Expenditures</b>	
Electric Operations	\$44,030,900
<b>Total Expenditures</b>	<b>\$44,030,900</b>

## Section 3: Water / Sewer Fund

<b>Water / Sewer Revenues</b>	
Charges for Service	\$20,221,400
Investment Earnings	\$175,000
Miscellaneous Revenues	\$189,000
Other Operating Revenues	\$180,000
Fund Balance Appropriated	\$0
Other Financing Sources	\$1,960,500
<b>Total Revenues</b>	<b>\$22,725,900</b>
<b>Water / Sewer Expenditures</b>	
Water/Sewer Operations	\$22,725,900
<b>Total Expenditures</b>	<b>\$22,725,900</b>

## Section 4: Police State Funds

<b>Police - State Funds Revenues</b>	
Investment Earnings	\$200
Miscellaneous Revenues	\$1,000
<b>Total Revenues</b>	<b>\$1,200</b>
<b>Police - State Funds Expenditures</b>	
Police Operations	\$1,200
<b>Total Expenditures</b>	<b>\$1,200</b>



**Section 5: Police Federal Funds****Police - Federal Funds Revenues**

Investment Earnings	\$100
Police Revenues	\$4,000
Miscellaneous Revenues	\$0
<b>Total Revenues</b>	<b>\$4,100</b>

**Police - Federal Funds Expenditures**

Police Operations	\$4,100
<b>Total Expenditures</b>	<b>\$4,100</b>

**Section 6: Police - Donations****Police - Donations Revenues**

Investment Earnings	\$100
Police Contributions	\$7,500
Other Revenues	\$0
<b>Total Revenues</b>	<b>\$7,600</b>

**Police - Donations Expenditures**

Police Operations	\$7,600
<b>Total Expenditures</b>	<b>\$7,600</b>

**Section 7: Fire - Donations****Fire - Donations Revenues**

Investment Earnings	\$100
Miscellaneous Revenues	\$1,000
<b>Total Revenues</b>	<b>\$1,100</b>

**Fire - Donations Expenditures**

Fire Operations	\$1,100
<b>Total Expenditures</b>	<b>\$1,100</b>

**Section 8: Affordable Housing Fund****Affordable Housing Fund Revenues**

Investment Earnings	\$0
Transfer from General Fund	\$1,020,000
Fund Balance Appropriated	\$0
<b>Total Revenues</b>	<b>\$1,020,000</b>

**Affordable Housing Fund Expenditures**

Capital Outlay - Improvements	\$0
Transfer to General Fund Projects	\$0
Reserved for Future Expenditures	\$1,020,000
<b>Total Expenditures</b>	<b>\$1,020,000</b>

**Section 9: Health & Dental Fund,****Health & Dental Fund Revenues**

Health Premiums	\$4,404,830
Spouse/Dependent Health	\$963,303
Retiree Contribution	\$37,856
Dental Premiums	\$296,534
Spouse/Dependent Dental	\$141,978
Vision Premiums	\$71,534
<b>Total Revenues</b>	<b>\$5,916,035</b>

**Health & Dental Fund Expenditures**

Health Claims	\$4,769,144
Dental Claims	\$418,168
Admin Fees - Health	\$300,585
Health Claims - Retirees	\$310,783
Dental Claims - Retirees	\$0
Admin Fees - Retirees	\$45,821
Vision	\$71,534
<b>Total Expenditures</b>	<b>\$5,916,035</b>

1. In accordance with NCGS 159-13.1, the Town adopts the Financial Plan for Health and Dental Fund to provide health and dental coverage to employees and retirees. Payments to the fund are included in the annual budget of the other funds.

**Section 10: Cemetery Fund****Cemetery Fund Revenues**

Sales & Services	\$6,000
Investment Earnings	\$4,000
Fund Balance Appropriated	\$0
<b>Total Revenues</b>	<b>\$10,000</b>

**Cemetery Fund Expenditures**

Transfer to General Capital Projects	\$0
Reserved for Future Expenditures	\$10,000
<b>Total Expenditures</b>	<b>\$10,000</b>

**Section 11: Water / Sewer Capital Reserve Fund (HB463)****Water / Sewer Capital Reserve Fund Revenues**

Capital Reimbursement Fees - Water	\$2,000,000
Capital Reimbursement Fees - Sewer	\$4,000,000
Investment Earnings	\$50,000
Fund Balance Appropriated	\$0
<b>Total Revenues</b>	<b>\$6,050,000</b>

**Water / Sewer Capital Reserve Fund Expenditures**

Transfer to W/S Fund	\$1,930,500
Transfer to W/S Project Fund	\$3,753,000
Reserved for Future Expenditures	\$366,500
<b>Total Expenditures</b>	<b>\$6,050,000</b>

**Section 12: Perry Library Trust Fund****Perry Library Trust Fund Revenues**

Investment Earnings	\$1,000
Transfer from General Fund	\$0
<b>Total Revenues</b>	<b>\$1,000</b>

**Perry Library Trust Fund Expenditures**

Capital Outlay Improvements	\$0
Reserved for Future Expenditures	\$1,000
<b>Total Expenditures</b>	<b>\$1,000</b>

**Section 13: Recreation Capital Reserve Fund****Recreation Capital Reserve Revenues**

Subdivision Recreation Fees	\$2,000,000
Investment Earning	\$65,000
Fund Balance Appropriated	\$1,703,300
<b>Total Revenues</b>	<b>\$3,768,300</b>

**Recreation Capital Reserve Expenditures**

Transfer to General Fund	\$0
Transfer to Recreation Project	\$3,768,300
Reserved for Future Expenditures	\$0
<b>Total Expenditures</b>	<b>\$3,768,300</b>

**Section 14: Transportation Capital Reserve Fund****Transportation Capital Reserve Fund Revenues**

Motor Vehicle Licenses	\$835,000
Investment Earnings	\$15,000
Fund Balance Appropriated	\$0
<b>Total Revenues</b>	<b>\$850,000</b>

**Transportation Capital Reserve Fund Expenditures**

Transfer to General Fund	\$0
Transfer to Street Project	\$850,000
Reserved for Future Expenditures	\$0
<b>Total Expenditures</b>	<b>\$850,000</b>

**Section 15: Fire Capital Reserve Fund****Fire Capital Reserve Fund Revenues**

Investment Earnings	\$500
Miscellaneous Revenues	\$0
<b>Total Revenues</b>	<b>\$500</b>

**Fire Capital Reserve Fund Expenditures**

Transfer to General Capital Projects	\$0
Reserved for Future Expenditures	\$500
<b>Reserved for Future Expenditures</b>	<b>\$500</b>



### **Section 16: Levy of Taxes**

There is hereby levied a tax at the rate of thirty-eight cents (\$0.38) per one hundred dollars (\$100) valuation of property as listed for taxes as of January 1, 2020, for the purpose of raising the revenue listed Ad Valorem Taxes 2020-2021 in Section 1: General Fund of this ordinance. This rate is based on a valuation of property for purposes of taxation of \$10,209,900,000 and an estimated rate of collection of 99.89%.

### **Section 17: Fees & Charges**

There is hereby established, for Fiscal Year 2020-2021, various fees and charges as contained in the Fee Schedule attached to this document. All mileage reimbursements for the use of personal vehicles shall be the same as the allowable IRS rate in effect on the date of travel. All daily and monthly subsistence schedules previously adopted shall remain in effect.

### **Section 18: Special Authorization of the Budget Officer**

- a) The Budget Officer shall be authorized to reallocate fund appropriations among the various objects of expenditure as he deems necessary, provided such reallocations do not increase or decrease the total budget for any fund.
- b) The Budget Officer shall be authorized to amend this budget as necessary to fulfill all obligations evidenced by a purchase order outstanding on June 30, 2020.

### **Section 19: Use of the Budget and the Budget Ordinance**

This Ordinance and the budget document shall be the basis for the financial plan of the Town of Apex for Fiscal Year 2020-2021. The Budget Officer shall administer the budget and the Finance Director shall establish records which are in agreement with the budget, this ordinance, and the appropriate statutes of the State of North Carolina.

### **Section 20: Distribution**

Copies of this ordinance shall be furnished to the Budget Officer and the Finance Director of the Town of Apex so that they may keep this ordinance on file for their direction and disbursement of funds.

Adopted this the 2nd day of June, 2020.

Attest:

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Jacques K. Gilbert, Mayor

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Donna B. Hosch, Town Clerk

Approved as to form:

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Laurie Hohe, Town Attorney



## Town of Apex, North Carolina Fee Schedule - Effective 7/1/2020

Schedule subject to change upon approval by Town Council

TAXES & FEES			
Tax Rate	<del>\$ 0.38</del> <del>\$ 0.415</del>	\$100 valuation of property	Vehicle Fee (pursuant to NCGS 20-97 (b1)) <del>\$25</del> <del>\$30</del> / vehicle
DOCUMENT / COPY FEES			
Copying up to 11" x 17" (black and white)	\$0.10/ sheet	Document Recording / E-Recording	At cost
Copying and maps up to 11" x 17" (color)	\$0.40/ sheet	3 ring or spiral bound documents/plans	\$35
Copying larger than 11" x 17" (black and white)	\$5/ sheet	Unified Development Ordinance	\$40
Copying larger than 11" x 17" (color)	\$20/ sheet	Design and Development Manual	\$15
Printed 24" x 36"	\$20/ sheet	DVD Copy	\$0.50/ disc
Printed 36" x 48" maps	\$40/ sheet		

### Development Fees

PUBLIC RIGHT-OF-WAY CLOSURE			
Submit request and fees to Administration			
Right-of-Way Closure Application Fee	\$100	Right-of-Way Closure Processing Fee	\$600
Due with request/application/non-refundable		Due prior to Council considering request; refundable if request is withdrawn prior to advertising.	
DEVELOPMENT SUBMITTAL FEES			
For Zoning/Subdivision/Site Activity - Calculated and collected by the Planning Department			
Administrative Adjustment	\$150	Sign, Master Plan	<del>\$400</del> \$150
Administrative Approval (Small Town Character Overlay)	No Charge	Sign, Permanent	\$75+\$5/add'l sign
Annexation Petition	\$200	Sign, Temporary	\$25
Appeal (Board of Adjustment)	<del>Lesser of \$300 or 1/2 Original Fee \$600</del>	Site Inspections (Non-residential lot) <sub>2</sub>	\$500
		Site Inspections (Residential lot) <sub>3</sub>	\$35
Certificate of Zoning Compliance (CZC) <sub>1</sub>	\$100	Site Plan, Major	\$1000+\$5/acre
Consultant Fees	As required	Site Plan, Minor	\$800
Development Name Change	\$500	Special Use Permit	\$600
Exempt Site Plan – enlargement of a structure	<del>\$200</del> \$250	Temporary Use Permits (Non - Event):	<del>\$50</del> \$100
Exempt Site Plan – all other exempt site plans	<del>\$100</del> \$150	Temporary Use Permits (Event):	
Home Occupation	<del>\$25</del> \$50	For Profit \$50	For Profit Express Review \$75
Land Use Map Amendment	\$700	Non-Profit \$0	Non-Profit Express Review \$25
Late Fee – Site Plan/Subdivision Plan (and resubmittals)	\$300	Text Amendments (UDO)	\$600
Master Subdivision Plans Residential & Non-Residential	\$700 + \$10/lot	Transportation Impact Analysis Review <sub>4</sub>	
Planned Unit Development (PUD)	\$1500+\$10/acre	Sites & Subdivisions \$500	PUD \$1000
PUD not requiring full TRC Review	\$500	Revised Sites & Subdivisions \$250	PUD \$500
Plat, Easement & Exempt	<del>\$400</del> \$200	Tree Protection Fencing Inspection (Site Plan):	
Plat, Master Subdivision Final	<del>\$200</del> \$300 + \$10/lot	- less than 2 acres: \$50	- 2-15 acres: \$75
Plat, Recombination	<del>\$400</del> \$200	-15 up to 25 acres: \$150	-25+ acre: \$200
Plat, Site Plan Final	<del>\$250</del> \$300	Tree Protection Fencing Inspection (Master Subdivision Plan):	
Pond Drainage <del>Permit Plan</del>	<del>\$400</del> \$500	- up to 15 acres: \$75	- 15-50 acres: \$150
Quasi-Judicial Public Hearing- <del>Town Council Only</del>	<del>\$300</del> \$500	- 51+ acres: \$300	
Re-submittal Fees –	1/2 Original Fee	Tree Removal <del>Permit Plan</del>	<del>\$100</del> \$500
Site Plans: 3 <sup>rd</sup> submittal; Master Subdivision Plans; 4 <sup>th</sup> submittal		Variance Permit	<del>\$350</del> \$600
Rezoning/Conditional Zoning	\$600/\$900	Zoning <del>Verification</del> Letter	<del>\$100</del> \$125

1. No charge for the first tenant in a new building 2. Charged at Site Plan Final Plat 3. Charged at permit 4. Projects inactive for one year require new TIA and full submittal fee

### RECREATION FEES<sub>1</sub>

*For New Residential Developments Assessed after 1/1/2019 - Collected by the Planning Department*

Housing Type	Fee Per Unit	Acreage Per Unit	Decimal Multiplier
Single Family Detached	\$3,446.98	1/30 acre	0.0333
Single Family Attached	\$2,321.54	1/45 acre	0.0223
Multi-Family Attached	\$2,044.05	1/51 acre	0.01964

Existing Town ordinances require either the dedication of open space for public recreation or the payment of a fee in lieu per unit. The requirement regarding land dedication or fee in lieu will be based, in large part, on the Town's adopted Parks, Recreation, Greenways, and Open Space Master Plan. Recommendations regarding the acceptance of land or fee in lieu are made to the Town Council by the Parks, Recreation, and Cultural Resources Advisory Commission. For more information, contact John M. Brown, @ 919-249-3344. 1. Annually on January 1, the fee amount shall be automatically adjusted in accordance with UDO §14.7.1(B).

**ENCROACHMENT AGREEMENT***Submit to Development Services*

Encroachment agreement preparation and recording	\$250.00
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**CONSTRUCTION FEES/BONDS***Calculated and collected by Development Services*

Bond Administration Fee:	- Cash/check: \$100	- Surety Bond/Letter of Credit \$300	- Reduction/Amendment \$100
Fee in Lieu Administration Fee:	\$100		
Construction Plan Submittal Fees (Subdivisions)			<del>\$500.00</del> \$600 + \$10.00/Lot
Construction Plan Submittal Fees (Sites, Utility Extensions, etc.)			<del>\$500.00</del> \$600 + \$15/Sheet
Re-submittal Fees – Construction Plans (3rd submittal and every other subsequent submittal (3rd, 5th, 7th, etc.)			½ Original Fee
Late Fee – Construction Plan Submittal and Resubmittal			\$300.00
Construction Plan Revisions (after initial approval)			\$75/sheet
Water Extension Permit Application			\$200.00
Sewer Extension Permit Application			\$200.00
Water and/or Sewer Extension Permit Amendment			\$100.00 / each
Infrastructure Extension Record Drawing Review (1 <sup>st</sup> & 2 <sup>nd</sup> reviews)			\$200
Infrastructure Extension Record Drawing Review (3 <sup>rd</sup> , 5 <sup>th</sup> , 7 <sup>th</sup> , etc. reviews)			\$100
Infrastructure Extension Record Drawing Review (after initial approval/field changes)			\$100
Construction Inspection Fees:			
Water Lines	\$1.50 per linear foot	Fire Lanes	\$1.50 per linear foot
Sewer Lines	\$1.50 per linear foot	Sidewalks/Greenways	<del>\$1.35</del> \$1.50 per linear foot
New Streets (public)	\$1.50 per linear foot per lane	Infill/Outparcel Lots	\$350.00 per lot
Curb & Gutter (All New/ replaced public)	\$0.50 per linear foot	Driveway, residential	<del>\$100.00/lot</del> Per Building Permit Schedule
Storm Drains (public)	<del>\$1.30</del> \$1.50 per linear foot	Driveway, not ready	<del>\$450</del> Per Building Permit Schedule
Pump Station Review and Inspection	\$2,500.00 each	Driveway, reinspection	<del>\$75</del> Per Building Permit Schedule
Warranty Bonds	25% of cost of installed and approved Infrastructure		
Performance Bonds	125% of cost of uninstalled Improvements		
*Repairs to damages water/sewer lines caused by construction shall be billed to the responsible party and include the cost of materials + 10% and current equipment and labor rates.			

**STORMWATER PLAN REVIEW FEES/BONDS***Submit to Development Services*

Project Size (disturbed acres)	Stormwater Plan Review Fee
< 1 acre	\$-0-
1 - 5 acres	\$500.00
5 - 50 acres	\$500.00 + \$50.00 per additional disturbed acre
\$500 base review fee for projects disturbing up to 5 acres. Add \$50 per additional disturbed acre beyond 5 acres. Development projects that disturb less than 1 acre of land are not subject to the stormwater plan review fees since they are exempt from stormwater controls. The stormwater plan review fee will be limited to a maximum of 50 acres.	
<del>BMP</del> <del>SCM</del> Maintenance Bond	25% of cost of installed and approved Infrastructure
<del>BMP</del> <del>SCM</del> Performance Bond	125% of cost of uninstalled Improvements
SCM As-Built Review Fee:	\$200 per SCM

**SOIL AND EROSION CONTROL FEES/GUARANTEES***Submit to Development Services*

Application for S&E Plan Approval	\$500.00 per disturbed acre
Future Lot Grading*	\$50.00 per acre of remaining building lot acreage
S&E Performance Guarantee**	\$2,500.00 per disturbed acre
*The future lot grading fee provides coverage under an erosion control permit and ensures compliance with NPDES stormwater regulations. Only the additional land disturbance associated with future building lots needs to be included.	
**Performance guarantee must be in the form of a certified check, cash, or irrevocable letter of credit approved by the Town. The performance guarantee is due prior to the Town issuing a Letter of S&E Plan Approval and may be fully refunded after the issuance of the certificate of completion.	



**COMMERCIAL BUILDING PERMIT FEES***Calculated and collected by Building Inspections and Permitting***NEW STRUCTURES, ADDITIONS AND ALTERATIONS (Base Fee) 1,2,3**

Total Gross Building Floor Area of Construction	Fee Computation	
0 - 500	Per Trade (see schedule below)	1. Alterations to existing structures, with no footprint increase, are charged at a rate of .60 of the Permit Fee or the minimum per trade fee based upon the Single Trade Fee Schedule, whichever is greater.
501 - 5,000	A x B = Permit Fees	2. Permits for "shell" buildings are charged at a rate of .60 of the Permit Fee, based upon a Business Occupancy, or the minimum per trade fee based upon the Single Trade Fee Schedule, whichever is greater. Area within the building shell, which is intended to be occupied, will have the permit fees for the occupied area computed per footnote #1 above.
5,001 - 10,000	(A x B X .80) + (1,000 X B) = Permit Fee	3. Additional Miscellaneous Fees, listed below, will be added to the permit fees as applicable.
10,001 - 15,000	(A x B X .70) + (3,000 X B) = Permit Fee	
15,001 - 20,000	(A x B X .60) + (4,500 X B) = Permit Fee	
20,001 - above	(A x B X .50) + (6,500 X B) = Permit Fee	

**A=Total Gross Building Floor Area B= Fee Per Square Foot Based Upon Occupancy**

Single Trade Fee Schedule		Fee Per Square Foot of Floor Area Based on Occupancy					
		Occupancy	Fee	Occupancy	Fee	Occupancy	Fee
Building	\$150	Assembly	0.55	Factory/Industrial	0.40	Mercantile	0.50
Electrical	\$75.00	Business	0.60	Hazardous	0.50	Residential	0.55
Mechanical	\$75.00	Educational	0.60	Institutional	0.60	Storage/Utility	0.30
Plumbing	\$75.00						
Grading	\$75.00						

**MISCELLANEOUS FEES**

Change of General Contractor	\$50.00
Conditional Electrical Power Inspection (Apex and Duke)	Optional Inspection
Conditional Mechanical Systems Inspection	Optional Inspection
Demolition (All Trades)	\$120.00
Dumpster Enclosure	\$150.00 (Single Trade Building)
Elevator	\$50.00 per elevator
Fire Pumps, each	\$250.00
Fire Sprinkler System	\$0.03 per square feet
Fire Suppression	\$50.00
Grease/Oil Interceptor	\$50.00
Irrigation System	\$75.00 permit fee + Capital Reimbursement Fees (page 6)
Sales/Construction Trailer/Modular Classroom	Per Single Trade Fee Schedule
Sign – New	\$150.00 + \$75 if electrical needed
Sign – Replacement	\$50.00
Solar PV System	No Fee
Spray Paint Booth, each	\$150.00
Storage Tank, each	\$50.00 Plus Associated Single Trade Fees
Swimming Pool	\$50.00 Plus Associated Single Trade Fees
Temporary Power (Town of Apex)	\$125.00
Water and Sewer Capital Reimbursement Fees and Water Meters	Refer to Capital Reimbursement Fee Schedule (page 6)
Work Without a Permit	Double Permit Fees
Stop Work Order	\$150.00 (May Require Extra Trip Fee)
Expired Permit	Cost of Original Permit Fee

**PLAN REVIEW FEES (Non-refundable)**

Per Trade- (Not applied toward cost of permit)	\$100.00
Plan Modification (Not applied toward cost of permit)	½ Review Fee or ½ per trade fee for single trade modifications
Re-review fee (Not applied toward cost of permit)	½ Review Fee @ 3 <sup>rd</sup> , 5 <sup>th</sup> , 7 <sup>th</sup> , etc.
Re-stamp Plans, Per Trade	\$75.00

**EXPRESS PLAN REVIEW (2 HOUR MINIMUM) - when service is available**

First Hour	\$1,000.00	\$250.00 each additional 15 minutes
Cancellation Fee (3 days prior notice)	\$200.00	

**ADMINISTRATIVE FEES**

Duplicate Building Record Card	\$10.00
General Records Research, Archive Files	\$3.00/ page
General Records Research, Current Files over 10 pages	\$.50/ page

**INSPECTION FEES**

Water Resources Certificate of Occupancy - Water/Sewer Final	\$100.00	Job not ready for inspection or installation of tap, meter, etc.	\$150.00
Standard re-inspection fee (Building, Electrical, Mechanical, Plumbing, Driveway, Water, and/or Sewer)	\$75.00	Cancelled Inspection fee (not cancelled by 8:00 am of scheduled day)	\$75.00
Previous Building, Electrical, Mechanical, Plumbing violations not corrected	\$150.00		

ONE AND TWO FAMILY DWELLING PERMIT FEES			
Calculated and collected by Building Inspections and Permitting			
NEW STRUCTURES (Single Family/Duplex/Townhomes)		\$/SQ.FT	MIN/ \$/UNIT
3,000 Gross SF and Less		0.35	\$500.00
>3,000 Gross SF:(3000SFx \$0.35/SF)+(Additional SF x \$0.35/SF x.75) = Permit Fee		Per Formula	
ADDITIONS /ALTERATIONS 800 SQUARE FEET AND GREATER		ADDITIONS /ALTERATION LESS THAN 800 SQUARE FEET	
	\$/SQ.FT	MIN/ \$/UNIT	
Building	<del>\$0.13</del> <b>\$0.19</b>	\$150.00	Building
Electrical	<del>\$0.04</del> <b>\$0.09</b>	\$75.00	Electrical
Plumbing	<del>\$0.04</del> <b>\$0.09</b>	\$75.00	Plumbing
Mechanical	<del>\$0.04</del> <b>\$0.09</b>	\$75.00	Mechanical
ACCESSORY STRUCTURES		MIN/ \$/UNIT	SINGLE TRADE FEE SCHEDULE
Decks, Sheds, Roof Additions & Detached Garages, 400 sq. ft. or less		<del>\$60.00</del> <b>\$75</b>	Building
Decks, Sheds, Roof Additions & Detached Garages > 400 sq. ft.		<del>\$90.00</del> <b>\$150</b>	Electrical
Trellis (Attached to a structure)		\$40.00	Mechanical
			Plumbing
			Fire (included w/ Plumbing)
			Grading
MISCELLANEOUS			
Change of General Contractor		\$50.00	
Change of Lot		\$50.00	
Construction Trailer		Per Single Trade Fee Schedule	
Demolition (All Trades)		\$150.00	
Driveway		\$100.00 / lot	
House Moved		\$375.00	
Irrigation		\$75.00 permit fee + capital reimbursement fee (page 6)	
Mobile Home (All Trades)		\$150.00	
Modular Home (All Trades)		\$375.00	
Solar PV System		No Fee	
Stop Work Order		\$150.00 (May Require Extra Trip Fee)	
Temporary Power (Town of Apex Only)		\$125.00	
Work Without Permit		Double Permit Fees	
Expired Permit		Cost of Original Permit	
PLAN REVIEW FEES (Non-refundable)			
Initial Fee For New Single Family and Townhome Construction (Not applied to cost of permit)		\$110.00	
Initial Fee All Other Construction (Not applied toward cost of permit)		\$100.00	
Plan Modification Fee (Not applied toward cost of permit)		½ Review Fee of affected trades	
Re-review Fee (Not applied toward cost of permit)		½ Review Fee @ 3 <sup>rd</sup> , 5 <sup>th</sup> , 7 <sup>th</sup> , etc.	
Re-stamp Plans		\$60.00	
ADMINISTRATIVE FEES			
Duplicate Building Record Card		\$10.00	
General Records Research, Current Files Over 10 Pages		\$0.50/ page	
General Records Research, Archive Files		\$3.00/ page	
INSPECTION FEES			
Water Resources Certificate of Occupancy - Water/Sewer Final		\$100.00	
Standard re-inspection fee (Building, Electrical, Mechanical, Plumbing, Water, and/or Sewer)		\$75.00	
Job not ready for inspection or installation of tap, meter, etc.		\$150.00	
Previous Building, Electrical, Mechanical, Plumbing violations not corrected		\$150.00	
EXPRESS PLAN REVIEW (2 HOUR MINIMUM) – When service is available			
First Hour		\$600.00 + \$150.00 each additional 15 minutes	
Cancellation Fee without (3 days prior notice)		\$200.00	

**ELECTRICAL UNDERGROUND AND SERVICE LATERAL FEES***Calculated by the Electric Department*

<b>Primary Facilities:</b> <i>Collected by Electric Department</i> <b>Based on cost difference of normal overhead facilities and the requested underground facilities.</b>		<b>Service Laterals:</b> <i>Collected by Building Inspections Permitting</i> <b>Charges are for the first 100 feet of service length. An excess footage charge, if applicable, is billed separately by the Electric Utilities Division at <del>\$3.00</del> \$4.25/foot over 100 feet.</b>	
Single-Family	<del>\$467.00</del> \$490/ lot	Single-Family	<del>\$497.00</del> \$521.85/ service lateral
Townhomes	<del>\$467.00</del> \$490/ unit	Townhomes	<del>\$497.00</del> \$521.85/ service lateral
Apartments	<del>\$467.00</del> \$490 point of delivery	Apartments	Apartments are typically served with multiple meter bases at approved locations; service laterals are usually installed in conjunction with the primary facilities and service lateral charges do not apply.

**WATER TAPS AND METER FEES\*\****Submit Tap fees to Water Resources and Water Meter fees to Building Inspections and Permitting*

Fees are based on 60 foot right-of-way roads and lateral lengths less than 100 feet. Special cases, wider rights-of-way, special or complex boring and items not shown shall be at cost.

Size	Base Cost	Add Bore	Add Street Cut	Meter Only*
¾ inch	\$1,550.00	\$550.00	\$800.00	\$215.00
1 inch	\$1,750.00	\$550.00	\$800.00	\$325.00
1 ½ inch	N/A	N/A	N/A	\$ 650.00
2 inch	N/A	N/A	N/A	\$830.00
3 inch	N/A	N/A	N/A	\$3,255.00
4 inch	N/A	N/A	N/A	\$4,265.00

\*If meter setter is not readily accessible or not functional when town staff arrives onsite, the meter will not be installed. Owner will be required to reschedule and pay fee as noted under "Inspection Fees" section (pages 3 and 4) of this document. The Town will reschedule work within 7 days of receipt of the "Inspection Fees".

**SEWER TAPS\*\***

Size	Base Cost	Add Bore	Add Street Cut
4 inch	\$ 1,450.00	Not available	\$ 800.00

\*\* The Town of Apex does not install water or sewer taps for commercial development or new residential construction.

**WATER BACTERIOLOGICAL SAMPLE FEE**

Samples collected by Water Resources Department. Fees collected by Development Services	\$75.00
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**SEWER AND STORMWATER RE-INSPECTION FEES***Submit to Water Resources Department*

Sewer and Storm drain re-inspection fee	\$325 remobilization fee plus \$0.25 per linear foot over 1000'
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**IRRIGATION METERS***Submit to Building Inspections & Permitting (Irrigation meter **required** for ALL irrigation systems)*

	Single-Family Residential (Includes duplex and townhomes)	Multi-Family and Commercial
<b>Permit Fee</b>	\$75	\$75
<b>Meter Fee</b>	Based on meter size; see "Water Meter Fees" (page 6)	Based on meter size; see "Water Meter Fees," (page 6)
<b>Meter Tap</b>	\$800 (See condition 7 below)	See condition 6 below
<b>Capital Reimbursement Fees</b>	Based on meter size; see "Capital Reimbursement Fees" (page 6)	Based on meter size; see "Capital Reimbursement Fees" (page 6)

**Conditions:**

- All irrigation meters will require payment of capital reimbursement fees.
- NCGS requires a second meter for in-ground irrigation systems and that systems be protected by an approved backflow preventer.
- A plumbing permit is required for installation of the system from the meter to the backflow preventer.
- All associated fees will be collected by the Building Inspections & Permitting Department prior to issuance of a permit.
- All other non-single family customers (subdivision entrances and commercial sites) require a second meter.
- The Water Resources – Water & Sewer Utility Operations Division will only install the tap for meters for existing single-family customers; all other taps must be installed by a private contractor and inspected by Water Resources Infrastructure Inspections Division.
- Single family Meter Tap Fee includes installing a split tap at an existing meter. If the split tap is already installed, see "Meter Only" fees under the "Water Taps & Meter Fees."



**WATER AND SEWER CAPITAL REIMBURSEMENT FEES***Calculated and collected by Inspections and Permitting & Planning*

The purpose of Capital Reimbursement Fees are one-time capital charges assessed against new development as a way to provide or cover a proportional share of the costs of capital facilities. These treatment facilities provide the system capacity that each new development will demand when connected to the water and sewer systems. Additional fee assessments shall be required of nonresidential customers who, after paying a Capital Reimbursement Fees fee, expand their service requirements. A 75% grant may be available in the Central Business District.

Meter Size (inches)	Water Fee	Sewer Fee	Total Fees
3/4	\$1,783	\$3,675	\$5,458
1	\$2,972	\$6,124	\$9,096
1.5	\$5,943	\$12,249	\$18,192
2	\$9,509	\$19,598	\$29,107
3	\$19,019	\$39,195	\$58,214
4	\$29,717	\$61,243	\$90,960
6	\$59,433	\$122,486	\$181,919
8	\$95,093	\$195,977	\$291,070
10	\$249,620	\$514,439	\$764,059
12	\$314,997	\$649,173	\$964,170

**Utility Rates & Fees****CUSTOMER DEPOSITS**

Residential Electric Deposit	\$200	Commercial Deposit	2 times monthly average for service location or minimum of \$200.00*
Residential Water Deposit	\$50		

\*NCGS 160A-314 (a); North Carolina Utilities Commission Guidelines: R8-33

**FEES**

Application / Service Initiation Fee	\$15	Pretreatment Program Charges	
Returned Check / Draft Fee	\$25	- Permitted Flow (per 1,000 gallons)	\$0.33
Non-Payment Service Fee	\$25	Surcharge Rates (quarterly)	
After Hours Service Fee	\$75	- BOD	\$0.278 per lb.
Late fee for charges unpaid by the due date	1% of unpaid balance	- COD	\$0.278 per lb.
Extension fee	\$0	- TSS	\$0.051 per lb.
Reconnect Disconnected Meter	\$25	Analytical Testing Charges	
Backflow Testing	At cost	- BOD	\$20.00
Meter Tampering Fees		- TSS	\$12.00
- Electric - Reconnection of disconnected service / Altering of meter	\$100	- Ammonia	\$12.00
- Electric - Straight wiring / other un-inspected connection	\$250	- Arsenic, Cadmium, Chromium, Copper, Lead, Mercury, Molybdenum, Nickel, Selenium, Silver, Zinc	\$13.00 each
- Cut Seal	\$25		
Meter Test Fee (one test per year at no cost; additional reads are charged only if the meter read is correct)		- COD	\$20.00
- Meter Test (under 2 inch meter)	\$50	- Cyanide	\$25.00
- Meter Test ( 2+ inch meter)	At cost + 10 %	- Oil & Grease	\$30.00
Septic Tank Pump Fee *	At cost	- Total Phosphorus	\$16.00
(*per 1991 annexation agreements; only available in certain locations)		- Total Nitrogen	\$40.00
Damaged Water Meter	\$ 53 + plus cost of meter		
Damaged ERT Holder Replacement Fee	\$ 16.25		

\* fees would only be applied to active building permits that require a replacement meter or ERT holder due to contractor damage

**SOLID WASTE FEES**

Yard Waste Collection	\$7.83/ month	Dumpster Service	
Residential Roll-Out Cart	<del>\$8.51</del> \$8.72/ month	- 4 CY Dumpster	<del>\$125.07</del> \$128.20/ month
Commercial Roll-Out Cart	<del>\$17.44</del> \$17.88/ month	- 6 CY Dumpster	<del>\$147.97</del> \$151.67/ month
Recycling (Per Bin or Cart)	<del>\$4.28</del> \$4.89/ month	- 8 CY Dumpster	<del>\$169.08</del> \$173.31/ month
Bulk items	\$11.00/ each	Bulk Items - Half Load	\$22.00
White Goods	\$18.00/ each	Bulk Items - Full Load	\$40.00

**STREET SIGN FEES**

Replacement sign costs			
- Street sign only (1 blade)	\$37.00	- Street sign replacement + install	\$152.00
- Street sign only (2 blades)	\$74.00	- Stop sign replacement + install	\$105.75
- Stop Sign only	\$28.00	- Street / Stop sign combination + install	\$180.00

\* Original installation of all safety, regulatory, and street signs is the responsibility of the developer prior to plat.

WATER & SEWER RATES				
Water Rates		Inside Town Limits		Outside Town Limits
Water Base Charge		\$5.54		\$11.08
Water Volumetric Rates (per 1,000 gallons)				
Commercial		\$4.19		\$8.38
Residential	Tier 1: 0 - 6,000 gal	\$4.19		\$8.38
	Tier 2: 6,001 - 12,000 gal	\$4.82		\$9.64
	Tier 3: > 12,000 gal	\$6.49		\$12.98
Wholesale Water Base Charge		<del>\$4.40</del> \$5.00	Wholesale Water Volumetric Rates (per 1,000 gallons) <del>\$3.35</del> 3.75	
Sewer Rates		Inside Town Limits		Outside Town Limits
Sewer Base Charge		<del>\$9.46</del> \$9.89		<del>\$18.91</del> \$19.76
Sewer Volumetric Rates (per 1,000 gallons)				
Commercial & Residential		<del>\$6.76</del> \$7.06		<del>\$13.52</del> \$14.13
Colvin Park*		\$12.55		N/A
*Per the Alternative Sewer Agreement, "the Apex special published rate shall be based on the Cary published residential rate per thousand gallons plus an Apex charge of \$2 per thousand gallons."				
Wholesale Sewer Base Charge		<del>\$6.05</del> \$7.35	Wholesale Sewer Volumetric Rates (per 1,000 gallons) <del>\$4.05</del> 5.05	
Flat Rate Sewer		\$35.00/ month		
Irrigation Rates		Inside Town Limits		Outside Town Limits
Irrigation Base Charge		\$5.54		\$5.54
Irrigation Volumetric Rates (per 1,000 gallons)		\$6.49		\$12.98
Bulk Water				
Hook Up Fee (per connection)		\$12	Hydrant meter	
Volumetric Rates (per 1,000 gallons)		\$7.20	- Set up / Relocate / Pickup	\$50/ event
			- Rental Fee	\$12/ day
			- Hydrant Meter replacement and/or repair	At cost + 10%

ELECTRIC RATES				
Service	Base Charge	Energy Charge (per kWh)		
		Nov.-June (0-800)	Nov.-June (Over 800)	July-Oct. (All)
Residential	\$15.05	\$0.1029	\$0.0993	\$0.1029
Service	Base Charge	Energy Charge (per kWh) ALL		
Small General Service	\$22.07	\$0.0985		
Service	Base Charge	Energy Charge (per kW)		
		On Peak	Off Peak	
Residential-Time of Use-TOU	\$15.57	\$0.2700	\$0.0636	
Small General Service-TOU	\$22.07	\$0.1532	\$0.0623	
Service	Base Charge	Energy Charge (per kWh) ALL	Demand Charge (per kW) ALL	
Medium General Service	\$75.28	\$0.0769	\$6.75	
Medium General Service-TOU	\$75.28	\$0.0727	\$10.05	
Large General Service	\$124.60	\$0.0630	\$9.34	
Large General Service-TOU	\$124.60	\$0.0620	\$9.86	
Service	Base Charge	Energy Charge (per kWh) ALL	Demand Charge (per kW)	
			All Coincident Demand	All Excess Demand
Large General Service-Coincident Peak	\$311.51	\$0.0478	\$20.18	\$2.59
Outdoor Lighting				
<b>Standard Lighting Service Basic Rate</b> The basic rate does not include the monthly charges for additional facilities, outdoor lighting poles, underground service, or any contribution required under this Schedule.				
Sodium Vapor Units	Wattage	Monthly Charge	Monthly kWh	
5,800 lumen-semi	70	\$8.230/ Fixture	29/ Fixture	
9,500 lumen-semi	100	\$9.15/ Fixture	46/ Fixture	
9,500 lumen-enclosed/post/ flood	100	\$10.42/ Fixture	46/ Fixture	
27,500 lumen-enclosed	250	\$18.67/ Fixture	99/ Fixture	
27,500 lumen flood	250	\$19.86/ Fixture	109/ Fixture	
50,000 lumen-enclosed	400	\$25.17/ Fixture	152/ Fixture	
50,000 lumen flood	400	\$27.55/ Fixture	168/ Fixture	
LED Units				
Acom Fixture	51	<del>\$15.71/ Fixture</del> \$14.90/ Fixture	29/ Fixture	
Shoebox – 1	61	<del>\$11.50/ Fixture</del> \$11.53/ Fixture	29/ Fixture	
Shoebox – 2	151	<del>\$19.06/ Fixture</del> \$18.02/ Fixture	29/ Fixture	
Area Light	51	<del>\$7.91/ Fixture</del> \$8.15/ Fixture	29/ Fixture	
Cobrahead – 1	51	<del>\$9.70/ Fixture</del> \$9.88/ Fixture	29/ Fixture	
Cobrahead – 2	151	<del>\$17.72/ Fixture</del> \$17.40/ Fixture	29/ Fixture	
Lantern – 1 w/ Lens	51	<del>\$12.61/ Fixture</del> \$14.55/ Fixture	29/ Fixture	
Lantern – 2 w/o Lens	51	<del>\$16.09/ Fixture</del> \$14.43/ Fixture	29/ Fixture	
Special Contract Lights	Monthly charge	Special Area Lighting Pole	Monthly Charge	
<i>(residential dedicated public streets outside corporate limits)</i>				
100 watt HPS enclosed luminaire on approved wood pole	\$2.29/ customer	Wood	\$ 2.51/ pole	
Fiberglass pole or post w/ approved 100 watt HPS	\$2.93/ customer	Metal, fiberglass or post	\$ 3.51/ pole	
luminaire		Decorative square metal	\$13.01/ pole	
<b>Non-standard Premium Lighting Service</b> The following charges are in addition to Standard Lighting Service Basic Rate identified above.				
Premium Lighting Fixtures	Monthly charge	Premium Posts / Brackets	Monthly charge	
Prismatic series classic or colony top	\$3.63/ Fixture	Decorative shroud w/ standard fiberglass post	\$11.74/ post	
Prismatic series classic or colony top w/ crown & rib	\$4.36/ Fixture	Fluted direct bury post	\$18.53/ post	
Vandermore series w/o spikes	\$2.42/ Fixture	Premium Twin mounting bracket	\$4.84/ bracket	
<b>Underground Service</b> For Underground service, the monthly bill will be increased by \$3.50 per pole or, in lieu thereof, a one-time contribution of \$175.17 per pole. The monthly UG charge, if selected, may be terminated at any time upon payment by Customer of the one-time contribution. The UG charge will be waived if the lighting facilities are installed during the installation of the main electric facilities. The monthly pole charge defined below will also be applicable to underground service.				
<b>Additional Facilities</b>				
1. Multiple area lighting fixtures may be installed per pole subject to town review and approval. The monthly charge for each additional fixture will be the charge in accordance with the Monthly Rate for that fixture.				
2. For distribution transformer and/or primary conductor extension, 2% of the estimated installed cost of the excess circuit.				
3. For an underground circuit in excess of 250 feet for an area lighting pole, 2% of the estimated installed cost of the excess circuit.				
4. For a metal pole, 2% of the estimated cost of overhead or underground metal poles requiring special construction or features, which are in excess of the estimated, installed cost of standard underground metal poles.				



## PARKS & RECREATION

*Fees are paid to Parks & Recreation*

### Withdrawal<sub>1</sub>

- 10 + days advance notice \$5.00
- Less than 10 days' notice & participant can be replaced from a waiting list 70% of costs

1. No refunds are issued when the amount is less than \$6.00. No refunds are issued when non-refundable deposits, admission fees or costs are paid in advance by the Town.

	Resident	Non Resident		Resident	Non Resident
Fishing Licenses			Senior Exercise Pass (55+)	\$0	\$10/ 20 visits
– 12 years & under	\$0	\$10/ year	Open Gym / Pickle Ball	\$0	\$5/ visit or \$20/ 100 visits
– 13-54 years old	\$0	\$25/ year	Vessel Permits (Jan – Dec)	\$5/ year	\$40/ year
– 55 +	\$0	\$6/ year	Dog Park Passes		
– Guest Pass	\$0	\$5/ visit	– Single Dog	\$30/ year	\$50/ year
			– Multiple Dogs	\$60/ year	\$100/ year

### Facility Rentals

All reservations for 100 persons or more require Director approval and may require additional attendants, police and other requirements as deemed necessary by APRCR

	Resident	Non Resident	Halle Cultural Arts Center	Resident	Non Resident
Refundable Deposit (Facility)	<del>\$200</del> \$250	<del>\$200</del> \$250			
After Hours Rentals <sub>2</sub>	\$40/ hour	\$40/ hour	- Auditorium	\$100/ hour	\$150/ hour
<b>Community Center</b>					
- Summit Room	<del>\$25</del> \$35 / hour	<del>\$37.50</del> \$52.50/ hour	- Sound/Light Booth	\$50/ hour	\$75/ hour
- Pinnacle Room	<del>\$25</del> \$35 / hour	<del>\$37.50</del> \$52.50/ hour	- Overnight Storage	\$50/ night	\$75/ night
- Zenith Room	<del>\$25</del> \$35 / hour	<del>\$37.50</del> \$52.50/ hour	- Studio Gallery	<del>\$35</del> \$50 / hour	<del>\$52.50</del> \$75/ hour
- Catering Kitchen <sub>3</sub>	<del>\$45</del> \$21 / hour	<del>\$22.50</del> \$31.50/ hour	- Studio A	<del>\$20</del> \$35/ hour	<del>\$30</del> \$52.50/ hour
- Arts & Crafts Room	<del>\$45</del> \$21 / hour	<del>\$22.50</del> \$31.50/ hour	- Piano (separate \$200 deposit required)	\$25/ hour	\$37.50/ hour
<b>Shelter Rentals</b>			- Attendant Fees (After hours)	\$20/ hour	\$20/ hour
- Refundable Deposit (Shelter)	<del>\$400</del> \$125	<del>\$400</del> \$125	4 Hour Auditorium Package	\$600	\$900
- Apex Community Park – small	<del>\$12.50</del> \$17.50/ hour	<del>\$18.75</del> \$26.25/ hour	4 Hour Gallery Package	\$400	\$600
- Apex Community Park – large	<del>\$17.50</del> \$22.50/ hour	<del>\$26.25</del> \$33.75/ hour			

- Hunter Street Park – small	<del>\$12.50</del> \$17.50/ hour	<del>\$18.75</del> \$26.25/ hour	<b>Field &amp; Gym Rentals<sub>4</sub></b>		
- Jaycee Park – small	<del>\$12.50</del> \$17.50/ hour	<del>\$18.75</del> \$26.25/ hour	Athletic Field – natural turf (no lights)	<del>\$35</del> \$40/ hour	<del>\$52.50</del> \$60/ hour
- Kelly Road Park small	<del>\$12.50</del> \$17.50/ hour	<del>\$18.75</del> \$26.25/ hour	Athletic Field – natural turf (w/ lights)	<del>\$55</del> \$60/ hour	<del>\$72.50</del> \$90/ hour
- Nature Park – small	<del>\$12.50</del> \$17.50/ hour	<del>\$18.75</del> \$26.25/ hour	Athletic Field – synthetic turf (no lights)*	\$70/ hour	\$105/ hour
- Nature Park – large	<del>\$12.50</del> \$22.50/ hour	<del>\$18.75</del> \$33.75/ hour	Athletic Field – synthetic turf (w/ lights)*	\$90/ hour	\$125/ hour
- Seagroves Farm Park - small	<del>\$12.50</del> \$17.50/ hour	<del>\$18.75</del> \$26.25/ hour			

### Other Amenity Rentals

- Tennis Courts ( 2 min / 4 max)	<del>\$10</del> \$15/hour/ court	<del>\$15</del> \$22.50/hour/ court	* Synthetic Turf Fields require additional \$250 Damage Deposit		
- Sand Volleyball Court	<del>\$10</del> \$15/hour/ court	<del>\$15</del> \$22.50/hour/ court	Gym - Whole	<del>\$50</del> \$65/ hour	<del>\$75</del> \$97.50/ hour
- Disc Golf Course	<del>\$35</del> \$45/ hour	<del>\$52.50</del> \$67.50/ hour			
- Amphitheater (1/2 day)	<del>\$100</del> \$115	<del>\$150</del> \$172.50			
- Amphitheater (whole day)	<del>\$200</del> \$250	<del>\$300</del> \$375			

2. Requires additional approval by Director; 3. attached to Zenith Room 4. All rentals require a 2 hour minimum.

## VENDOR FEES

*Obtain Permit from the Town of Apex Police Department*

Solicitor/Peddler/Park Concessioner*		Transient/Mobile Food Vendors	
30-day Permit	\$50.00	Annual Permit	\$150.00
90-day Permit	\$100.00	* Anyone selling anything, including food, in a Town of Apex Park must obtain a Park Concessions Permit.	
180-day Permit (Park Concessions Only)	\$175.00		
<ul style="list-style-type: none"><li>• <b>Solicitor</b> - Anyone going door-to-door to take orders for products, share information or seek donations.</li><li>• <b>Peddler</b> – Anyone transporting goods door-to-door for sale (i.e. ice cream truck).</li><li>• <b>Park Concessioner</b> – Anyone selling merchandise, food, and or beverages in a town park.</li><li>• <b>Transient Vendor</b> - Anyone selling goods or services from a temporary business location (i.e. parking or vacant lot).</li><li>• <b>Mobile Food Vendor</b> - Anyone selling food and/or beverages from a readily movable food unit</li></ul>			

## FIRE DEPARTMENT FEES

*Submit request and fees to Customer Service*

Inspection Fees		False Alarm Fines (per Calendar Year)	
Reinspection (charged for 2nd and all subsequent reinspections)	\$75	4 false alarms	\$150
Fire Inspections Violation Fines:		5 false alarms	\$200
Imminent hazard violation	\$250	6 + false alarms	\$250 / each
Hazardous Materials Consumable Items	At Cost	Fire Flows	\$75

## MISCELLANEOUS

Rain Barrel	\$88.00	Cemetery	Resident	Non – Resident	Military Rate
		– Cemetery Plots	\$800	\$1200	\$640 (resident)
		– Columbarium Niches	\$600	\$600	\$960 (non-resident)
					\$480
*20% discount applies to current and retired military personnel only					

**Town of Apex, North Carolina  
FY 2020 – 2021 Annual Budget  
New Position Recommendations**

Department	Position Title	Request	Annual Personnel Cost	Manager Recmdd	Annual Personnel Cost	Notes
Finance	Inventory & Warehouse Specialist	1	58,998	-	-	
	Customer Service & Billing Supervisor	1	82,333	1	82,333	
	Senior Customer Service Specialist	1	66,702	-	-	
Inspections & Permits	Code Enforcement Officer 1	1	78,894	-	-	
Information Technology	IT Analyst (Project Management)	1	93,712	-	-	
	IT Technician (Help Desk)	1	78,894	1	78,894	Converts 2 existing LSE positions to 1 FTE; approved March 2020
Parks, Rec & Cultural Resources	Maintenance Crew Leader	1	66,702	1	66,702	
	Park Maintenance Worker	1	56,672	1	56,672	
Planning	Planner II - Long Range Transit	1	85,942	1	85,942	
911 Communications	Communications Shift Supervisor	2	145,001	2	145,001	
	Telecommunicator	2	128,016	-	-	
Police	Digital Forensics Technician	1	78,894	-	-	
	Support Services Manager	1	66,702	-	-	
	Records Clerk (PT to FT)	1	64,009	1	64,009	
	Police Lieutenant	1	112,345	-	-	
	Police Captain	1	122,822	-	-	
	Police Officer - Task Force	1	79,313	-	-	
Fire	Systems and Performance Analyst	1	75,620	-	-	
Public Works	Facilities Maintenance Mechanic	1	66,702	-	-	
	Program Support Specialist	1	61,442	-	-	
Water Resources	Environmental Specialist	1	85,942	-	-	
Administration	Sustainability Program Coordinator	1	85,942	1	85,942	
	Sustainability Project Analyst	1	48,261	1	48,261	Full time temporary fellowship through Lead for NC program approved March 2020
	Deputy Town Clerk	1	72,500	1	72,500	
	Subtotal General Fund	26	1,962,364	11	786,258	
Electric	Powerline Forester	1	97,892	-	-	
	Subtotal Electric Fund	1	97,892	-	-	
	Total All Funds	27	2,060,256	11	786,258	



# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: NEW BUSINESS

Meeting Date: June 2, 2020

## Item Details

Presenter(s): Shawn Purvis, Assistant Town Manager

Department(s): Administration

### Requested Motion

Possible motion to adopt the FY2020-2021/24 Capital Improvement Program and associated capital project ordinances

### Approval Recommended?

Yes

### Item Details

The CIP is a multi-year plan for major capital expenditures such as the acquisition of land; construction or significant renovation of public facilities; construction of new transportation infrastructure; expansion or significant renovation of water, wastewater, electric, or stormwater infrastructure; capital equipment to support operations; or any combination of the above with an asset value of greater than \$100,000 and a useful life of greater than three years.

Once adopted by the Town Council, the CIP becomes a statement of town policy regarding the need, priority, timing, and funding of future capital projects. As a plan, projects and funding mechanisms are subject to change based on new or shifting service needs, special financing opportunities, emergency needs, or other directives or priorities established by the Town Council. Adoption of the CIP does not guarantee funding or project approval.

Capital Project Ordinance Amendments appropriate revenues and expenditures related to the following projects:

### Attachments

- CIP
- Capital Project Ordinances





# Capital Improvement Plan

## **FISCAL YEAR 2021 - 2025**

# **Town of Apex, North Carolina FY 2020 – 2021 Annual Budget**

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## **Capital Improvement Plan Message**

Dear Mayor Gilbert and Apex Town Council:

I am pleased to present the Recommended FY2020-2021 Capital Improvement Plan (CIP) for your review and consideration. The Town's CIP represents a guide for maintenance and acquisition of capital assets. The CIP is an important management tool, as it evaluates the effects of capital costs on the Town's operating budget and the Town's financial standing in terms of debt burden and capacity. The entire CIP is not an adopted budget. Only the first year of the CIP (FY20-21) will become part of the Town's annual budget document, once approved. The CIP is a dynamic planning tool, as it is evaluated annually and adjusted according to Town Council's goals and financial considerations. Town Council will find that the proposed capital improvement plan addresses Council's goals with projects focusing on high performing government, a healthy and engaged community, environmental leadership and responsible development, economic vitality, and a safe community and reliable infrastructure.

### **FY20-21 CIP Overview**

The Recommended FY20-21 CIP includes 32 projects totaling \$48,991,450 for the General Fund, Electric Fund, and Water and Sewer Fund. Twenty capital projects in the General Fund total \$42,003,000. Parks and Recreation and Transportation elements represent the greatest portion of the General Fund CIP. Parks and Recreation projects total \$10.31 million including the final phases of Pleasant Park (\$5.75 million), the Beaver Creek Greenway (\$2.44 million), and the Middle Creek Greenway (2.13 million). All three projects are at least partially funded by the 2017 bonds. Transportation projects total \$30.9 million, with the largest project being the Apex Peakway Southwest Connector for \$25 million followed by \$1.82 million for annual pavement management. Other capital projects totaling \$791,000 include mechanical upgrades at the police department and the Halle Cultural Arts Center, design work for the Tunstall House renovations, fiber expansion, and a leaf truck replacement.

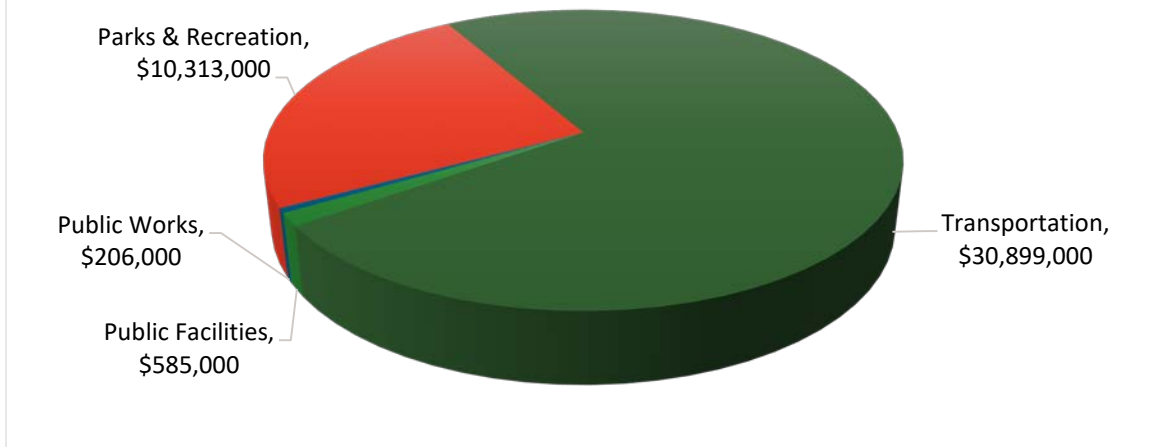
The FY20-21 CIP for the Electric Fund consists of three projects totaling \$1,360,450. The three projects include upgrades to the Laura Duncan Substation (\$575,000), the final stages of the new Electric Office Facility (\$550,000), and a replacement bucket truck (\$235,450).

Water and Sewer Fund projects total \$5,628,000 for nine projects. The highest cost is associated with the Town's cost share projects with the Town of Cary for water and sewer, totaling \$1.34 million. Water and sewer line rehab projects for Lawrence Crossing and Salem Street amount to \$775,000, and miscellaneous water main connections constitute \$650,000. The Town will also begin design work for a new 1.5-million gallon elevated water tank in FY20-21. The CIP includes \$850,000 for the initial design and engineering. Over the past few years, the CIP for the Water and Sewer Fund has been consistent, averaging around \$6 million each year. The financial stability of the fund combined with system development fees and consistent capital project programming has enabled the Town to undertake water and sewer capital projects without any debt financing. Significant sewer projects included in the 5-year CIP, however, will likely require the Town to consider financing options within the next three years.

The complete 5-year CIP represents projects totaling \$178.49 million for the General Fund, Electric Fund, and Water and Sewer Fund combined.



### General Fund CIP Projects by Element FY20-21



### Financial Impact

Debt burden and capacity ratios remain within acceptable levels for FY20-21 for all funds. The General Fund net debt service to expenditures is 10.20 percent, the Electric Fund is 2.84 percent, and the Water and Sewer percentage is 17.41. This indicates the Town's debt is a small percentage of its overall expenditures and within an acceptable range. The General Fund net debt per assessed valuation of .814 percent remains well below the policy maximum of 2.5 percent, and the 10-year principal payout ratio will be 71.67 as of FY20-21.

#### General Fund Fiscal Indicators and Key Debt Ratios

	Target	Projected
Net debt service to expenditures	<12%	10.20%
Net debt per assessed valuation	<2.5%	0.814%
10-year Principal Payout	>55%	71.67%

Balancing capital needs with services and other priorities can place a significant strain on town revenues. The CIP indicates that capital projects will have a minimal effect on the General Fund operating budget in FY20-21, but it does indicate a significant impact in future years due to larger projects. Specifically, the planned construction (relocation) of Public Safety Station 3 in FY21-22 and the completion of Pleasant Park will require increases in personnel, maintenance, and other operating expenses. These projects will add nearly \$700,000 annually to the General Fund operating budget. The potential impact on the tax rate is of concern when prioritizing capital projects and operating costs. The CIP includes a tax rate impact analysis to evaluate the potential effects of capital projects on the overall budget over the next five years. Other revenues from fees and grants can help diminish the potential impact on the tax rate.

### Economic Conditions and COVID-19 Pandemic

The full extent of the COVID-19 pandemic's effect on the economy is unknown but there will certainly be an impact on the Town. The economic disruption necessitated a reduction in spending for the last quarter of FY19-20 due to projected shortfalls in revenue. The financial impact of COVID-19 will stretch into FY20-21, and the expected contraction in the economy will result in decreases in revenue growth, especially in sales tax and fees associated with new development. Sales tax revenues represent the Town's second

largest revenue source at 17.3 percent of the General Fund and could experience between a 15 and 20 percent decrease from FY19-20. The Town's growth and significant gains in assessed value from the 2020 Wake County revaluation will temper some of the overall adverse effects on revenues caused by the COVID-19 recession. Estimates for all other revenues indicate a collective decrease between -8.96 percent and -11.24 percent.

These economic impacts influence projections in the CIP by reducing revenue growth rates, which potentially increases projected funding gaps and may require deferment of some capital projects. For FY20-21, the decrease in projected revenues required the police rescue vehicle, a fire engine, a chipper truck, and Eva Perry Library improvements to be removed from the proposed FY20-21 Budget and placed in year two of the CIP. Staff will evaluate revenue trends after each quarter in the new fiscal year to determine if each of these capital items can be reinserted into the FY20-21 Budget. Additionally, the decrease in revenues makes grant funding even more relevant for some projects. The Town has applied for and is waiting on responses for significant grants for the Peakway Southwest Connector and for the final stages of Pleasant Park. If the Town is unable to secure these grant funds, the projects will likely need to be delayed, especially during an economic recession.

In summary, the proposed FY20-21 CIP includes 20 projects in the General Fund, three in the Electric Fund, and nine in the Water and Sewer Fund totaling \$48,991,450. The CIP addresses concerns related to debt management and the effects on the operating budget, and the capital projects address town needs while adhering to the Town Council's goals. In response to the current recession brought on by the COVID-19 pandemic, the CIP includes reduced revenue projections and subsequent adjustments to when capital projects are likely to be funded. If implemented, the CIP will provide the Town with a plan to maintain and acquire capital assets that improve the Town's ability provide exceptional services as well as provide the foundation for the Town's future.

Respectfully submitted,

Shawn Purvis  
Assistant Town Manager

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## Section 1: Overview of the Capital Improvement Plan

The Capital Improvement Plan (CIP) is the planning mechanism by which the Town Council allocates limited financial resources to implement long-term goals as defined in the Town's Strategic Plan, Advance Apex: The 2045 Transportation Plan, the Downtown Master Plan, the Parks and Recreation Master Plan, and other similar planning documents. The purpose of the CIP is to forecast and match projected revenues and major capital needs over a five-year period. Capital planning is an important management tool that strengthens the linkage between community infrastructure needs and the financial capacity of the Town.

The CIP is a multi-year plan for major capital expenditures such as the acquisition of land, construction or significant renovation of public facilities (i.e. buildings/parks), construction of new transportation infrastructure (i.e. roads, sidewalks, multi-use paths), expansion or significant renovation of water, wastewater, electric, or stormwater infrastructure, capital equipment to support operations, or any combination of the above. Projects eligible for inclusion in the CIP are those with an asset value of greater than \$100,000 and a useful life of greater than three years.

When identifying new projects, staff looks to the long-term priorities and direction set by Town Council and submits formal requests through the CIP process. A formal request includes a description of the project, an explanation of how the project implements an established goal, the estimated cost of the project, and an estimate of the recurring costs associated with a completed project (i.e. additional staff, additional utilities, etc.). The formal request also includes an analysis of alternative solutions, if any, and a statement on the effect on services and/or programs if the project is not funded.

Once adopted by the Town Council, the CIP becomes a statement of town policy regarding the need, priority, timing, and funding of future capital projects. The Capital Improvement Plan is simply that – a *plan*. As such, projects and funding mechanisms are subject to change based on new or shifting service needs, special financing opportunities, emergency needs, or other directives or priorities established by the Town Council. Future needs and financial constraints may result in changes in priority over the five-year period; and because priorities can change, projects included in outward planning years are not guaranteed for funding. The CIP represents the best judgment of Town Administration and Town Council at the time the Plan is adopted. Priorities established in the CIP subsequently guide decisions made by Town Administration and the various boards and commissions appointed by Town Council.

The Town of Apex CIP achieves five major objectives as a component of the Town's budget and financial planning process:

1. Helps the Town rationally and intelligently plan for the repair, replacement, and acquisition of capital items that are necessary in providing high-quality services to the citizens of Apex.
2. Assists in fiscal planning by forecasting capital demands together with future revenues and expenditures.
3. Ensures better coordination, evaluation, and planning of projects to serve the community and its needs.
4. Serves, together with the annual budget and other financial plans, as a guide to decision-making for the Town Council, Town Manager, and staff.
5. Serves as a systematic and comprehensive analysis of capital needs, increasing the probability of making rational budgetary judgments since improvements are identified, prioritized, and matched to the projected fiscal resources of the Town.

## Relationship to the Annual Operating Budget

Some CIP projects are funded through annual operating funds, such as the General Fund, Electric Fund, and the Water and Sewer Fund. In these cases, the CIP and the Annual Operating Budget are directly linked as CIP projects become authorized through the adoption of the Annual Operating Budget. Projects funded through debt financing also impact the operating budget through ongoing debt service expense. Finally, some completed CIP projects will directly impact the operating budget as they will require ongoing expenses for staff and other operating costs.

## CIP Structure

The CIP is organized into seven functional categories, called “elements,” in order to group projects with similar items.

1. **Transportation Element:** funds the construction of new roadways, improvements to existing roadways, sidewalks, bicycle and pedestrian facilities, transit projects, and railroad crossing improvements. Implementation of Advance Apex: The 2045 Transportation Plan, Bike Apex, and the Downtown Master Plan and Parking Study are funded in this element.
2. **Parks, Recreation, and Cultural Resources Element:** funds the acquisition of land for new park and greenway facilities, the construction of park and recreation amenities, and major maintenance of current facilities. Implementation of the Parks and Recreation Master Plan is funded in this element.
3. **Public Safety Element:** funds the acquisition of capital equipment to support the operations of the three public safety departments in the Town (Fire, Police, and 911 Communications). Public safety facilities are considered in the public facilities element.
4. **Public Facilities Element:** funds construction and major maintenance of general government and public safety facilities and infrastructure. This element also funds improvements to communications and technology infrastructure.
5. **Public Works & Environmental Services Element:** funds projects designed to manage and mitigate the effects of stormwater runoff, manage the collection and disposal of solid waste, and maintain streets. These projects include structural improvements, Stormwater Control Measure (SCM) construction, and major maintenance of this infrastructure. They also include equipment needed to manage solid waste collection and maintain Town streets.
6. **Electric Utility Element:** funds the construction and improvement of electric distribution infrastructure. These projects include substation additions and upgrades, distribution line extensions, major maintenance of infrastructure, and the equipment necessary to maintain the system.
7. **Water and Sewer Utility Element:** funds the construction and improvement of water and sewer infrastructure. These projects include main additions and replacements, water/wastewater treatment plant renovations/expansions, filter rehabilitation, pump station additions, major maintenance of infrastructure, and the equipment necessary to maintain the system.

## Capital Improvement Funding

The sources of funding used to execute the Plan are as important as the capital projects contained in the Plan. Capital Improvements for the Town of Apex are funded using a variety of sources that are broadly categorized as cash or debt financing.

Cash, or pay-as-you-go (paygo), funds come from sources such as tax revenue, development related fees (recreation, transportation, and capacity fees), program fees, State revenue, and interest earnings. Some of these sources, such as State revenue from the Powell Bill, Town recreation fees, and certain others, may only be spent to meet certain needs. Other revenue sources come with no restriction on the needs they may be used to address. Major funding sources for the CIP are described below:

General Fund: General Fund revenue, such as ad valorem taxes, sales taxes, utility taxes, and other similar revenues are used to fund Town operations and may be used to fund capital projects such as facility improvements, transportation system improvements, and other similar projects. Compared to other sources, General Fund resources are a flexible revenue source without restrictions on their use.

Enterprise Funds: Enterprise funds, such as the water/sewer fund and the electric fund, collect user fees as part of their operations, then invest a portion of that revenue into capital projects. The Town uses these funds only for corresponding enterprise projects. For instance, the electric fund only pays for projects related to the electric system, and not for projects related to water/sewer or any General Fund related project.

Water/Sewer Capital Reimbursement Fees: These fees are charged, based upon a Town Council-approved Development Fee Schedule, to developers of land within the Town of Apex to pay for the capital facility burden created by new development. Revenue from these fees is restricted to be used for capital improvements to the water/sewer system or to fund payment of debt service for improvements to these systems.

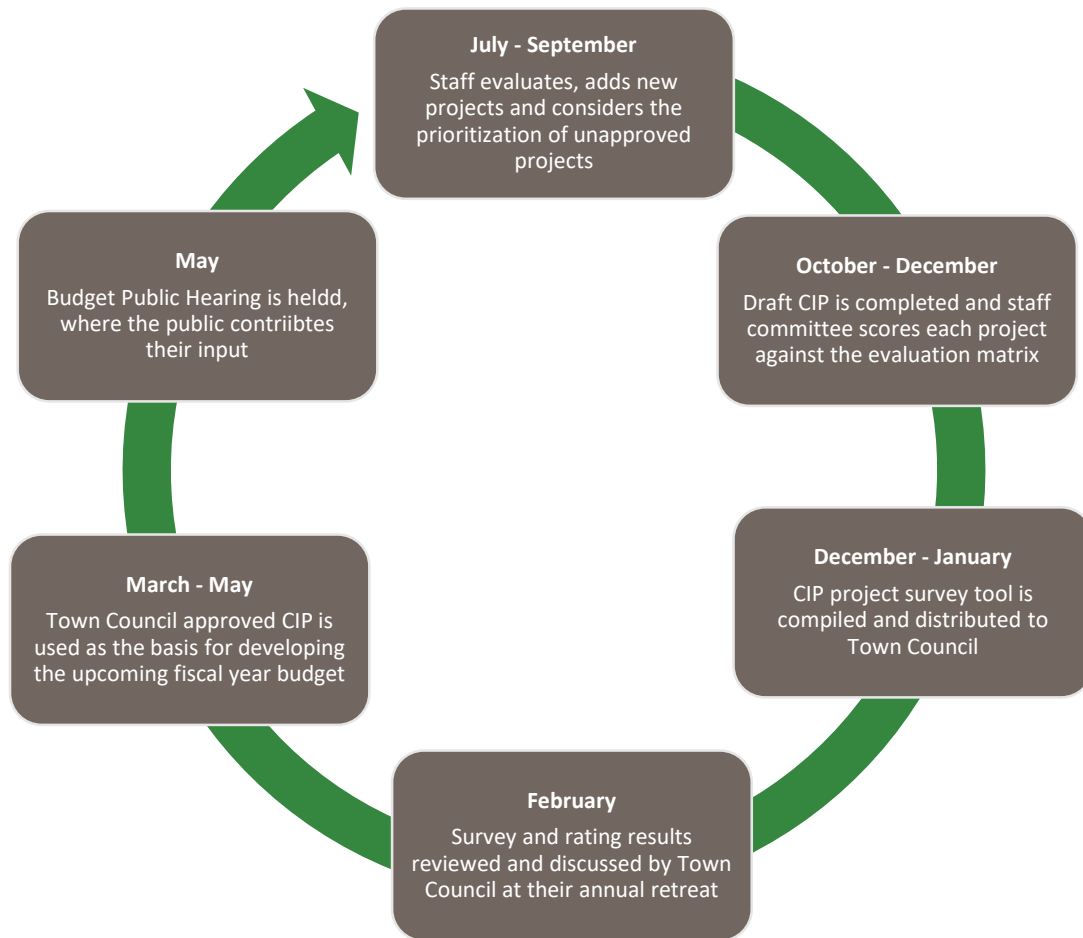
Debt Financing: For debt financing, the Town uses several types of debt mechanisms, including general obligation bonds, revenue bonds, and traditional lease-purchase or installment financing. The mechanism selected varies depending on the level of funding needed, the term of the need, and current debt market conditions. General obligation bonds are approved by voters and are backed by the Town's taxing authority to repay the bonds. Revenue bonds pledge the revenue generated by specific enterprise (water, sewer, electric) charges.

Recreation Subdivision Fee-in-Lieu of Dedication: These fees are charged, based upon a Town Council-approved Development Fee Schedule, to developers of land within the Town of Apex and its Extraterritorial Jurisdiction (ETJ). Revenue from these fees is restricted to be used for park and recreation system expansion/improvements or to fund payment of related debt service.

Reserve from Prior Years: As capital projects are completed, any unspent budgeted amounts accumulate into capital reserves, which are available to fund future projects. Capital reserves can also build up when the Town collects revenue in excess of the amount budgeted for development fees described above.



## The CIP Process



The process for developing the CIP, as illustrated above, begins shortly after the beginning of a new fiscal year (July 1) as staff considers unmet capital needs in the recently adopted budget and other emerging needs. For each project, staff in the requesting department completes a CIP project request form and compiles supporting documentation. All CIP project requests are due by mid-October of each year.

Following an evaluation of current projects and needs, new projects are proposed to the 5-year plan. Using these proposals alongside pre-existing projects, a selection of senior staff representing the various departments are tasked with using an evaluation matrix to score the projects across eight categories, including public health and safety, legal mandates (as illustrated in the table to the right), economic development capacity, funding/budget impact, and other technical factors.

Legal Mandate	
* Select all that apply	Points Possible
Project mandated by State and/or	10 points
Project mandated by Town Council	7 points
Project mandated by legal settlement, contractual obligation or regulation	5 points
Project corrects a violation of Town or State code that would result in fines	2 points
Not Applicable	0 points

In preparation for the Town Council Annual Retreat in February, the Mayor and Town Council Members are provided with a survey tool to rate a selection of General Fund projects. The ranking excludes projects that are considered necessary for operations, such as replacement leaf trucks and radio replacements for public safety. While the staff ratings focused on technical factors, the Mayor and Town Council evaluate the projects in terms of how well they addressed each of the Town Council's five strategic goals:

**High Performing Government:** We will deliver exceptional, responsive, and effective services by attracting and empowering a knowledgeable and diverse workforce that values transparency, financial stewardship, and collaboration with community, regional, and state partners.

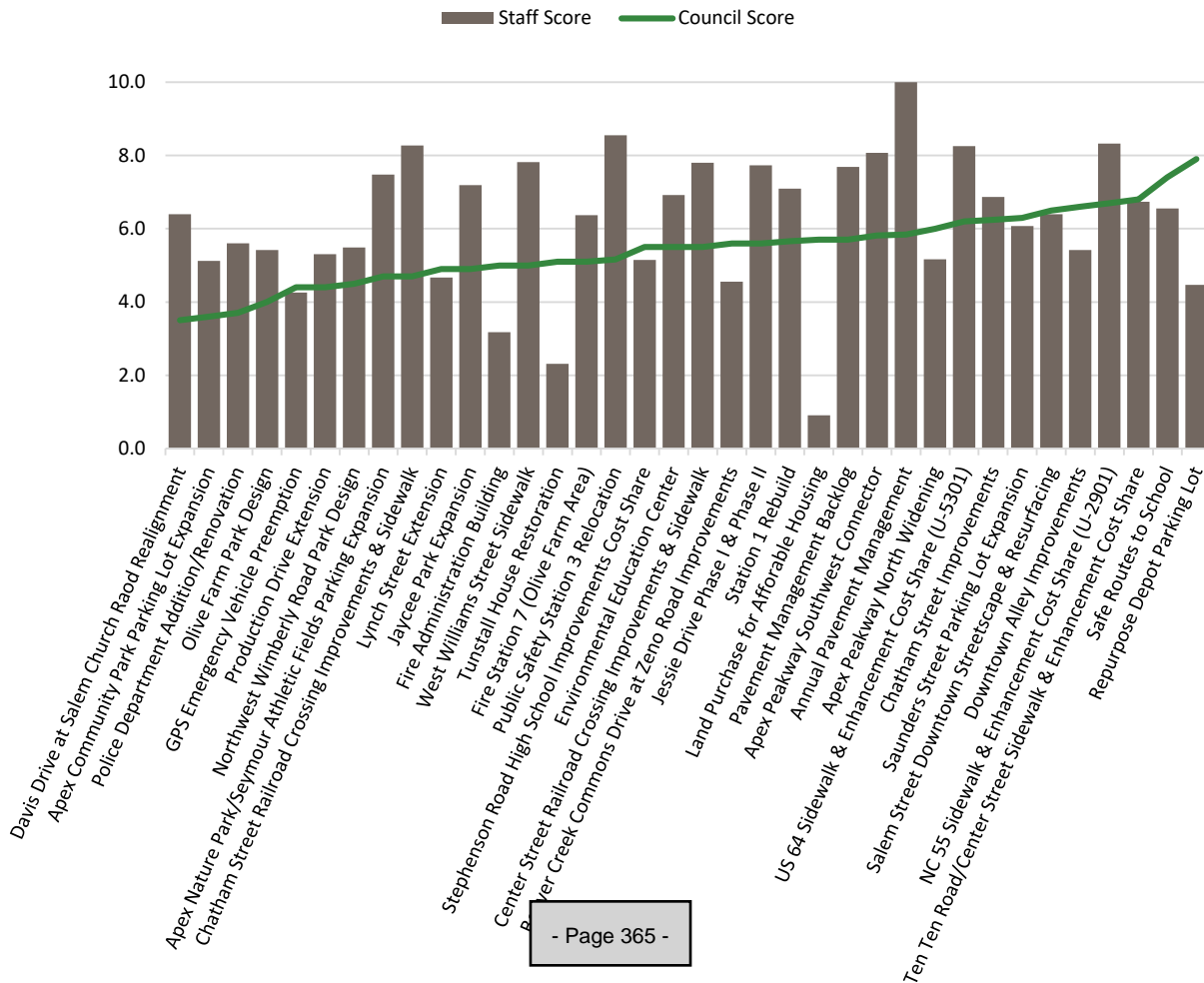
**Healthy & Engaged Community:** We will promote the overall well-being of our residents and visitors with welcoming public spaces and high quality recreational facilities and cultural activities, and forge meaningful connections that fulfill a range of our community's needs.

**Environmental Leadership & Responsible Development:** We will plan our built environment in a way that respects and preserves natural resources and the small town character of our community.

**Economic Vitality:** We will leverage partnerships to create a supportive environment for current businesses, and form relationships that foster new and continued economic opportunities in Apex.

**Safe Community & Reliable Infrastructure:** We will ensure safe neighborhoods through proactive, professional, and engaged public safety services, and maintain reliable transportation and utility infrastructure.

Using these responses, staff ratings are averaged across response categories and summed to provide a score for each proposal. Similarly, the responses from the Mayor and Town Council members for each proposal are averaged by goal and summed, with the totals being used to create an index scale. A comparison of the average scores shows that there was limited agreement (27.7 percent) in terms of each proposal's relative importance.



1st Quartile - Above Average Score, Above Average Agreement	2nd Quartile - Above Average Score, Below Average Agreement
Apex Peakway North Widening Apex Peakway Southwest Connector Downtown Alley Improvements NC 55 Sidewalk & Enhancement Cost Share (U-2901) Repurpose Depot Parking Lot Safe Routes to School Salem Street Downtown Streetscape & Resurfacing Saunders Street Parking Lot Expansion Station 1 Rebuild Ten Ten Road/Center Street Sidewalk & Enhancement Cost Share	Annual Pavement Management Beaver Creek Commons Drive at Zeno Road Improvements Center Street Railroad Crossing Improvements & Sidewalk Chatham Street Improvements Environmental Education Center Jessie Drive Phase I & Phase II Land Purchase for Affordable Housing Pavement Management Backlog Stephenson Road High School Improvements Cost Share US 64 Sidewalk & Enhancement Cost Share (U-5301)
3rd Quartile - Below Average Score, Below Average Agreement	4th Quartile - Below Average Score, Above Average Agreement
Davis Drive at Salem Church Road Realignment Fire Administration Building GPS Emergency Vehicle Preemption Jaycee Park Expansion Lynch Street Extension Police Department Addition/Renovation Public Safety Station 3 Relocation West Williams Street Sidewalk	Apex Community Park Parking Expansion Apex Nature Park / Seymour Athletic Fields Parking Expansion Chatham Street Railroad Crossing Improvements & Sidewalk Fire Station 7 Northwest Wimberly Road Park Design Olive Farm Park Design Production Drive Extension Tunstall House Restoration

Using the average score of the Mayor and Town Council's responses and a measure of dispersion (standard deviation), the results are then used to assign projects into quartiles based on average ranking and agreement. This helps illustrate projects where the Town Council is in agreement on ranking (high or low) and is used as the basis for further discussion on projects that have higher than average disagreement.

The chart above reflects the project distribution. Quartile 1, the green block, contains projects with above average rankings and general agreement. These projects are considered the highest relative priority by the Town Council. Quartile 4, the red block, represents projects with below average rankings and general agreement. Quartile 2 and 3, the yellow and orange blocks, represent the middle ground where there is more disagreement. The Town Council focuses discussion on many of these projects in the 2<sup>nd</sup> and 3<sup>rd</sup> quartiles.

Following Town Council input and approval, the CIP is used as a basis for budgeting in the coming fiscal year and in formulating financial forecasts prepared as part of the budget process. Public input is solicited through two public hearings held during the budget process.

## CIP Practices

Long-Range Cost Estimates: Using the upcoming fiscal year as the base, staff will apply cost escalators to better estimate future construction costs. Staff applies the escalator to new construction and significant building rehabilitations. In some elements, such as public utilities and transportation, staff applies other escalators developed for those specific service areas.

Closing Projects: Projects are closed when the approved scope of work is complete. Staff reviews project statuses periodically to identify projects that are finished and can be closed. If the budget for a completed project is not fully expended, generally, the budget is closed and the remaining balance accumulates in the fund balance. The accumulated fund balance is available to pay for future projects.

Horizon Issues: The proposed CIP funds the Town's highly prioritized needs. Staff reviews and analyzes the business cases supporting these projects and considers them ready to move forward. In many situations, however, the Town has identified a future need, but has not yet completed a detailed analysis, considered options, or designed a specific facility. These projects include facilities, capital maintenance, and business systems that will be needed in the future, often beyond the CIP's five-year timeframe.



## Planning By Fund

The following sections represent a description of the projects submitted, by element, for the five year planning timeframe under consideration. Each element begins with a brief description of what types of projects are funded and includes a tabular summary of all projects considered and the proposed revenue source to fund the projects in each year. At the end of each section, there is a summary table showing the total cost of the projects in each year and the total of each revenue source. More details regarding the cost of borrowing is provided in each summary section. The reference to “Local Revenue” in the revenue portion of the tables is indicative of the need for current year funding for some projects/purchases in each year. This could include appropriation of reserve funds from one or more of the major funds: General, Water and Sewer, and Electric.

## Section 2: General Fund

A majority of projects included in the CIP are housed in the General Fund. This revenue is generated in large part by ad valorem taxes, along with sales taxes, utility taxes, and other similar revenues.

The types of capital projects that qualify for this fund include facility improvements, transportation system improvements, and other similar projects.

Compared to other sources, General Fund resources are a flexible revenue source without restrictions on their use.

The icons below signify each element within the General Fund. They are located on the top right corner of the pages that are associated with their projects.



*Transportation*



*Parks, Recreation,  
and Cultural  
Resources*



*Public Safety*



*Public Facilities*



*Public Works &  
Environmental  
Services*



## Transportation Element Projects

**Projects Funded:** Construction of new roadways, improvements to existing roadways, sidewalks, bicycle and pedestrian facilities, transit projects, and railroad crossing improvements.

**Peak Plan 2030 Recommendation:** Implementation of Advance Apex: The 2045 Transportation Plan, Bike Apex, and the Downtown Master Plan and Parking Study are funded in this element.

*Transportation infrastructure, like the Peakway shown on the right, has a long lasting effect on the quality of life in Apex. It provides easier access to all areas of Town and helps ease commuter traffic congestion as residents travel to and from employment centers.*



The table below shows each of the projects submitted for consideration in this year's CIP process and the estimated cost of the project in each fiscal year in the plan. Section 6 of this document contains detailed information regarding the proposed funding source for each individual project.

Transportation	FY20-21	FY21-22	FY22-23	FY23-24	FY24-25	Future Years	Total Capital Cost
Annual Miscellaneous Drainage Improvements	100,000	100,000	100,000	100,000	100,000	100,000	600,000
Annual Miscellaneous Road & Sidewalk Improvements	200,000	200,000	200,000	200,000	200,000	200,000	1,200,000
Annual Pavement Management	1,821,000	1,871,000	1,950,000	2,025,000	2,100,000	2,200,000	11,967,000
Apex Peakway Southwest Connector	25,000,000						25,000,000
Beaver Creek Commons Drive at Zeno Road Improvements	500,000						500,000
Chatham Street Improvements	953,000						953,000
Downtown Alley Improvements	250,000	250,000					500,000
GoApex Route 1	630,000						630,000
Richardson Road Mitigation	570,000						570,000
Safe Routes to School	525,000	565,000	610,000	570,000	460,000		2,730,000
Salem Street Downtown Streetscape & Resurfacing	300,000		2,500,000				2,800,000
Saunders Street Parking Lot Expansion	50,000	1,200,000					1,250,000
GPS Emergency Vehicle Preemption		260,000	160,000	160,000	160,000		740,000
Pavement Management Backlog		5,000,000	5,000,000				10,000,000
Production Drive Extension		400,000	4,000,000				4,400,000
Jessie Drive Phase I & Phase II			7,500,000	1,500,000		12,000,000	21,000,000
Center Street Railroad Crossing Improvements & Sidewalk				100,000	700,000		800,000
Chatham Street Railroad Crossing Improvements & Sidewalk				100,000	700,000		800,000
Lynch Street Extension				550,000			550,000
Stephenson Road High School Improvements Cost Share				1,000,000			1,000,000
West Williams Street Sidewalk				70,000	500,000		570,000
Davis Drive at Salem Church Road Realignment					500,000	6,000,000	6,500,000
NC 55 Sidewalk & Enhancement Cost Share (U-2901)					2,000,000		2,000,000
US 64 Sidewalk & Enhancement Cost Share (U-5301)					2,000,000		2,000,000
Apex Peakway North Widening						5,000,000	5,000,000
Ten Ten Road/Center Street Sidewalk & Enhancement Cost Share						2,000,000	2,000,000
Element Total	30,899,000	9,846,000	22,020,000	6,375,000	9,420,000	27,500,000	106,060,000





## Continuous Projects

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### Annual Miscellaneous Drainage Improvements

**\$100,000**

Annually

This ongoing program addresses various deficiencies throughout Apex within the municipal drainage system concerning the safe and efficient management of stormwater. The program would address complaints generated by customers for various small drainage projects and avoid or minimize risk to private property. Without funding for this program, we would have to delay and bundle small projects while seeking a funding source, in some cases for a year or longer. Delaying response could adversely impact private property.

### Annual Miscellaneous Road & Sidewalk Improvements

**\$200,000**

Annually

This ongoing program addresses various deficiencies throughout Apex on the municipal street system with accessible ramps and crosswalks, sidewalk maintenance and completion of short gaps in sidewalks, traffic control and warning device upgrades, and other related requests to provide a safe and accessible transportation system for all users. Without this program, we delay and bundle small projects while seeking a funding source, in some cases for a year or more.

### Annual Pavement Management

**\$1,821,000+**

Annually

The Town is responsible for maintaining 150 miles of municipal streets with the annual resurfacing contract providing for most of the pavement maintenance needs. Street mileage is growing annually with ongoing development. A recent survey of our streets reveals that we have deferred maintenance that needs to be addressed. This ongoing program focuses on deficiencies in pavement condition throughout Apex, addressing issues such as potholes, alligator cracking, and rutting in order to provide a safe and reliable transportation system. The Powell Bill program provides an annual funding allocation from the state based on public centerline miles of road accepted and maintained by the Town. However, current and future resurfacing costs continue to exceed Powell Bill allocations requiring additional General Fund revenues to be allocated.

## FY 2020-21

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### Apex Peakway Southwest Connector

**\$25,000,000**

This project completes a gap in the Apex Peakway, bridging over South Salem Street and the CSX S-Line with a four-lane bridge to connect the existing sections of Peakway north and south over the railroad tracks. The existing intersection at South Salem Street will be relocated to a new a four-lane loop road connector. Sidewalks will be connected along Apex Peakway on both sides of the bridge, both sides of the new loop road, and along the north side of South Salem Street. The interior of the loop provides an opportunity for a public park. Metal poles and mast arm traffic signals will be installed at both ends of the loop road and at the intersection with James Street. Decorative treatments including brick facing will be used to improve the appearance of the bridge and walls. This project was previously programmed for \$5 million in construction funds. Since 2015, substantial increases in estimated cost due to expanded scope and dramatic inflation in the construction market require reprioritization subject to new funding sources. Final design and property acquisition will be complete in 2020. Without it, the Peakway will still have a gap west of NC 55, forcing traffic to use other existing routes including NC 55, Olive Chapel Road, South Salem Street, Tingen Road, and James Street while leaving the sidewalk network incomplete.



## Beaver Creek Commons Drive at Zeno Road Improvements

\$500,000

This project includes extending a second eastbound lane along Beaver Creek Commons Drive from the bus lane to Zeno Road, adding a new right-in/right-out driveway (RIRO) at the bank outparcel with an extension of the concrete median refuge, converting the RIRO driveway at the bank/Panda Express to an inbound only driveway, and installing a traffic signal coordinated with the signal at NC 55. Without this project, potentially preventable left turn crashes will continue to occur and drivers will experience long delays for left turns exiting Zeno Road during peak hours.

## Chatham Street Improvements

\$953,000

This project includes constructing approximately 860 linear feet of 5-foot sidewalk to complete a gap along West Chatham Street between Saunders Street and Hunter Street. Construction of this sidewalk will include variable widening (3-5') on West Chatham Street to meet minimum standards, installing curb and gutter, and building a retaining wall. This project will improve pedestrian crossing at the east leg of Hunter Street and NC 55 including addition of crosswalk, restriping, and relocation of stop bar and vehicle detection loops. This work will be done in conjunction with replacement of a water line. Leveraging the opportunity to complete the sidewalk in conjunction with the water line replacement provides overall cost efficiencies and limits the disturbance to area residents and property owners. This cost pertains only to the transportation element of the project.

## Downtown Alley Improvements

\$500,000

Two-year Total

The Downtown Plan envisions creating vibrant places for people to gather using the "leftover" spaces along Commerce Street and Seaboard Street. Improving these spaces was identified as a "Top 10" priority in the plan and would also address complaints from the public regarding Seaboard and Commerce Streets. Implementation is likely to require a public investment and private partnership. This CIP request is for the implementation elements likely to be publicly funded - consolidated dumpster enclosures, improved pedestrian facilities, landscaping, and decorative pavement treatments for public right-of-way. It is anticipated that private funding would leverage this public investment to install murals, back porch areas, lighting, and other soft improvements to create a place for people. Moving this project forward is critical for the implementation of the Downtown Plan.

## GoApex Route 1

\$630,000

This project will fund GoApex Route 1, the first local bus in Apex, with connections to three regional routes. Without this project, Apex will not be able to provide expanded and enhanced transit service. Without improved service, Apex will struggle to serve the transportation needs of the young, elderly, and lower income populations, and be unable to attract other demographics to transit. This project was informed by the draft recommendations from the Apex Circulator Study.

## Richardson Road Mitigation

\$570,000

This project includes payment of mitigation fees toward release of a portion of the Land and Water Conservation Fund (LWCF) Conservation Easement along the future Richardson Road corridor as well as potential purchase of downstream property to exchange for the release area. The potential mitigation ranges from \$266,000 to \$399,000. Without this project, extension of Richardson Road to Old US 1 when proposed at a later date would not be possible. Downstream land required for the release may be dedicated within the Soil & Water Resource Conservation Act of 1977 (RCA) area as part of a development plan rather than the Town acquiring in advance of development. Both the mitigation payment and replacement conservation easement are required for the release to occur.



## Safe Routes to School

**\$2,730,000**

Five-year Total

The project will improve and add to existing Town infrastructure related to pedestrian and bicycle traffic to/from school. This five phase project includes adding sidewalks, pedestrian facilities, and safe crosswalks in the areas surrounding Apex Elementary School, Green Level High School, Apex High School, Baucom Elementary School, and Thales Academy Elementary School. These phases were identified through an analysis of safe routes to school needs. Without the project there will continue to be gaps in the sidewalk network and other deficiencies in the transportation system that make walking and biking to school difficult.

## Salem Street Downtown Streetscape & Resurfacing

**\$2,800,000**

Two-year Total

This project includes resurfacing Salem Street from Hunter Street to NC 55, addition of marked on street parking north of Center Street by shifting the road center line, and the removal of on street parking between Saunders Street and Chatham Street in order to widen sidewalk and provide planting beds, landscaping, and pedestrian amenities. If the project is not funded, the pavement will continue to degrade and the vision of Salem Street shown in the Downtown Plan for improving the walking and driving experience to promote accessibility and downtown growth as a focal point for the community will not be realized.

## Saunders Street Parking Lot Expansion

**\$1,250,000**

Two-year Total

This project includes resurfacing the existing paved Saunders Street public parking lot and paving the currently leased gravel lot. Parking count will be maximized in the combined lot. This project assumes acquisition of property in order to pave the gravel lot. If the project is not funded, it will be more difficult to offset parking loss from the Streetscape and increase parking downtown, and the vision shown in the Downtown Plan to promote accessibility and downtown growth as a focal point for the community will not be realized.

## **FY 2021-22**

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## GPS Emergency Vehicle Preemption

**\$740,000**

Four-year Total

This project includes installing GPS preempt in 10 traffic signals and outfitting all fire vehicles with GPS preempt capability in the first year. Future years include adding GPS preempt at 10 signals/year, prioritizing major corridors including NC 55, Salem Street, Center Street/Ten Ten Road, Apex Peakway, and various signals adjacent to those major corridors. Without this system, time-saving benefits of having preempt for multiple directions of traffic flow along major routes would not be realized. Existing infrared preempt is only available for certain directions at four signals town wide and Apex Fire Department no longer has infrared emitters.

## Pavement Management Backlog

**\$10,000,000**

Two-year Total

This project is designed to catch up on our backlog of streets in need of rehabilitation over a two year period. This supplements the ongoing program that manages roadway infrastructure conditions throughout Apex on the municipal street system by optimizing strategies for maintaining pavements in serviceable condition at the lowest cost, providing a safe and reliable transportation system. Without it,





we would continue to lag behind on street maintenance needs, the overall condition of streets would degrade, and maintenance costs over time would increase substantially.

### Production Drive Extension

**\$4,400,000**

Two-year Total

This project would extend Production Drive south for approximately 3,000 feet to the future extension of Jessie Drive. In conjunction with Jessie Drive, this would provide improved connectivity for economic development areas including the Town's certified site as well as an alternative route to avoid Ten Ten Road for residential development south of Jessie Drive. In the interim, development will continue to depend on existing Jessie Drive and Smith Road/Stephenson Road as well as residential streets with no convenient alternatives to Ten Ten Road.

### **FY 2022-23**

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### Jessie Drive Phase I & Phase II

**\$21,000,000**

Three-year Total

This project would connect Jessie Drive to NC 55, providing a major thoroughfare between Ten Ten Road and NC 55 south of US 1. The road would serve development of adjacent land, including industrial and commercial areas, and relieve some of the congestion along Ten Ten Road near the US 1 interchange. In the event of major closures or delays on NC 55 or Ten Ten Road, it would provide an east-west detour. Without it, adjacent development would be responsible for building sections of Jessie Drive, but it is unlikely that the entire route from NC 55 to Ten Ten Road would be completed. In the interim, development will burden existing connections which are either already congested or offer less capacity. Phase I begins the project at an estimated cost of \$9 million with Phase II programed for a yet to be determined future year at an estimated \$12 million.

### **FY 2023-24**

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### Center Street Railroad Crossing Improvements & Sidewalk

**\$800,000**

Two-year Total

This project includes improvement of the road-crossing surface with the addition of concrete panels and addition of sidewalk across CSX railroad tracks as well as four quadrant gates and associated railroad equipment upgrades. Current review of statewide prioritization shows this may score well enough to allow for 80% state funding. Without it, the sidewalk will continue to stop short of the tracks on each side forcing pedestrians onto the roadway, and the crossing surface will continue to compromise ride comfort. An additional benefit is the potential to create a quiet zone at this crossing.

### Chatham Street Railroad Crossing Improvements & Sidewalk

**\$800,000**

Two-year Total

This project includes improvement of the road crossing surfaces and addition of sidewalk across CSX railroad with installation of four quadrant gates and associated railroad equipment upgrades. The project completes gaps in the sidewalk network across the railroad and improves the quality of the vehicular crossing surfaces for improved ride comfort. In addition, four quadrant gates will provide a higher level of safety measures. An additional benefit is the potential to create a quiet zone at this crossing.

### Lynch Street Extension

**\$550,000**

This project includes extending Lynch Street from its existing stub west of South Salem Street to intersect Apex Peakway. The project would provide improved local connectivity for traffic flow south of NC 55 and



pedestrian connectivity between Salem Street and Apex Peakway through the Justice Heights neighborhood. If the project is not funded, there will continue to be a gap in the transportation network between Salem Street and Apex Peakway for this local area.

### Stephenson Road High School Improvements Cost Share \$1,000,000

This project will contribute funds toward street infrastructure, sidewalks, and paths as part of the construction of Stephenson Road High School (2024 anticipated opening) that would not otherwise be constructed if they are beyond the required improvements for Wake County Public School System (WCPSS). Without this project, there would not be an opportunity to accomplish the Town's Transportation Plan goals around the school during construction, leaving gaps and other deficiencies in the transportation system that make walking and biking to school difficult.

### West Williams Street Sidewalk \$570,000

Two-year Total

This project would complete gaps in the sidewalk in front of Beaver Creek Commons shopping center, crossing the US 64 eastbound off ramp, connecting across the bridge over US 64, and extending to the intersection at Vision Drive. Current review of statewide prioritization shows this may score well enough to allow for 80% state funding. Signalized crosswalks would be installed at the existing traffic signals on both ends of this project. Without it, pedestrian trips will continue along the shoulder of the road and lack accessible ramps and crosswalks at both ends of this project.

## FY 2024-25

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### Davis Drive at Salem Church Road Realignment \$6,500,000

Two-year Total

This project would realign Davis Drive to improve the horizontal curvature as well as add turn lanes and extend Salem Church Road. The intersection would be shifted west, away from the CSX RR freight line, allowing for vehicle stacking beyond the tracks and allow for the installation of a traffic signal and gate arms. Without this project, it is possible that Salem Church Road will eventually be converted to right in right out and/or safety concerns will continue for the various issues: no left turn on Davis Drive backs up traffic southbound, no space for a traffic signal or gate arms to warn of an approaching train, and limited visibility around the curve on Davis Drive.

### NC 55 Sidewalk & Enhancement Cost Share (U-2901) \$2,000,000

Transportation Improvement Program (TIP) project U-2901 will widen NC 55 from US 1 to Olive Chapel Road with construction beginning in 2021. This project will provide enhancements the Town requests. Enhancements include pedestrian facilities (sidewalk and path), aesthetic treatments at new CSX Bridge, median enhancement and landscaping. As part of TIP U-2901, NCDOT will replace existing pedestrian facilities but not complete gaps where there are no existing facilities without the Town sharing a portion of the costs. Similarly, NCDOT will not provide an enhanced streetscape without the Town sharing a portion of the costs.

### US 64 Sidewalk & Enhancement Cost Share (U-5301) \$2,000,000

This project will convert the intersections of US 64 at Lake Pine Drive and US 64 at Laura Duncan Road to an interchange, and convert US 64 from Laura Duncan Road to US 1 to a superstreet. Construction is planned to begin in 2022. This project will provide funding for enhancements the Town requests as part of the widening project. Enhancements are likely to include protected pedestrian facilities (sidewalk,



multi-use path, and crossings). NCDOT will replace existing pedestrian facilities but not complete gaps where there are no existing facilities without the Town sharing a portion of the costs.

## Horizon

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### Apex Peakway North Widening

\$2,000,000

(Center Street to Old Raleigh Road)

This project widens existing Apex Peakway from a two-lane median-divided road to a four-lane median-divided road. Peak hour traffic exceeds capacity of the existing roadway so this widening will reduce queue lengths and delays. Without it, the road will continue to experience longer delays, making access difficult for commuters as well as emergency vehicles while causing more drivers to divert to other local routes and increasing congestion elsewhere. Until the state TIP widens Center Street/Ten Ten Road beginning in 2029 as currently programmed, this project may still not address backups at Center Street. However, this widening should be constructed prior to or during the Peakway Southeast Extension project regardless of the state's schedule for widening Center Street.

### Ten Ten Road/Center Street Sidewalk & Enhancement Cost Share

\$2,000,000

This project will provide enhancements the Town requests as part of the NCDOT widening project (Ten Ten Road from Apex Peakway to Kildaire Farm Road in the Town of Cary). Enhancements include pedestrian facilities (sidewalk and multi-use path), median treatments, and landscaping. As part of TIP U-5825, NCDOT will replace existing pedestrian facilities but not complete gaps where there are no existing facilities without the Town sharing a portion of the costs. Similarly, NCDOT will not provide an enhanced streetscape without the Town sharing a portion of the costs.

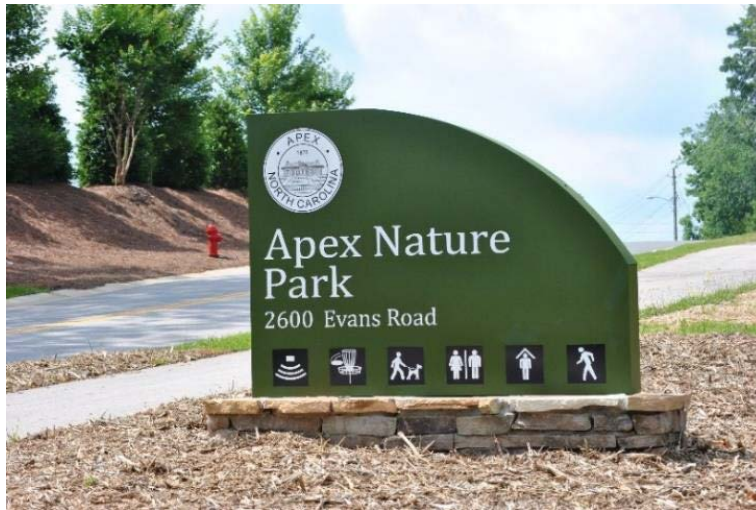




## Parks, Recreation, and Cultural Resources Element Projects

**Projects Funded:** The construction of park and recreation amenities, expansion of existing parks, and major maintenance of current facilities.

**Peak Plan 2030 Recommendation:** That the Town “implement recommendations of the recently updated Parks, Recreation, Greenways, and Open Space Master Plan.” Projects shown in this element address needs reflected in this plan. Projects shown in this element include bicycle transportation improvements included in the Bike Apex plan.



*The Apex Nature Park, which opened in early 2014, expanded our ability to serve the growing population of Apex with a variety of active and passive recreational opportunities. Our high quality park facilities, greenway network, and the programs we offer contribute greatly to the high quality of life people in Apex enjoy. This element suggests funding several other quality projects in response to our Parks Plan and the expressed needs of those we serve.*

The table below shows each of the projects submitted for consideration in this year’s CIP process and the estimated cost of the project in each fiscal year of the plan. Section 6 of this document contains detailed information regarding the proposed funding source for each individual project.

Parks & Recreation	FY20-21	FY21-22	FY22-23	FY23-24	FY24-25	Future Years	Total Capital Cost
Beaver Creek Greenway - Phase II	2,435,000						2,435,000
Middle Creek Greenway - Phase II Construction/Phase III Design	2,128,000						2,128,000
Pleasant Park - Phase III	5,750,000						5,750,000
Environmental Education Center			100,000	1,100,000			1,200,000
Apex Nature Park/Seymour Athletic Fields Parking Expansion			957,000				957,000
Jaycee Park Expansion				99,825	998,250		1,098,075
Apex Community Park Parking Lot Expansion					665,500		665,500
Dredge Apex Community Park Lake						3,660,000	3,660,000
Northwest Wimberly Road Park Design						5,500,000	5,500,000
Olive Farm Park Design						5,500,000	5,500,000
Element Total	10,313,000	-	1,057,000	1,199,825	1,663,750	14,660,000	28,893,575



## **FY 2020-21**

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### **Beaver Creek Greenway – Phase II** **\$2,435,000**

Phase II of the Beaver Creek Greenway connection involves approximately .25 miles and continues from Chapel Valley Lane (Kelly West and stopping point of Phase I) under the Apex Barbecue Road bridge to the Nature Park. This phase is tied to the design, construction, and timeline of the NCDOT Apex Barbecue Road Bridge replacement. Staff has worked with NCDOT staff and their consultants to determine the best location for the greenway trail to be positioned to pass under the proposed bridge and the bridge was elevated to accommodate the greenway trail. The majority of costs are due to addressing environmental issues associated with the floodplain and wetlands and for construction of a boardwalk.

### **Middle Creek Greenway – Phase II Construction/Phase III Design** **\$2,128,000**

Phase II of the Middle Creek Greenway adds .81 miles of greenway and provides trail connection from Reunion Pointe's existing greenway at the Southern Property line of Miramonte northward to the northern boundary of Pemberly. The trail will be a mixture of asphalt, concrete, and boardwalk that further completes the eventual connection between Apex and Holly Springs. Also included are design fees for Phase III. Connecting greenways and sidewalks to points of interest was the number one issue / interest expressed by citizens in the Parks, Recreation, Greenways, and Open Space Master Plan. Design estimates are based on current mileage cost estimates, tying to segments completed by development and takes into consideration environmental issues associated with the floodplain, floodway, and wetlands.

### **Pleasant Park – Phase III** **\$5,750,000**

Following the construction of Phase II, Phase III development would include, but not be limited to, additional infrastructure, additional lighted athletic fields, athletic courts, running course, etc. Included amenities would be at the Town Council's direction. The construction of Pleasant Park would support existing and future Town sponsored and co-sponsored programs. The Town can use park and recreational facilities to help enhance economic development similar to surrounding municipalities by attracting regional tournaments and other special events. Apex will become a destination for such events.

## **FY 2022-23**

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### **Environmental Education Center** **\$1,200,000**

Two-year Total

The Nature and Environmental Education facility was part of the initial Master Plan for the Nature Park site that was part of a 2004 bond package. The intent is to utilize this facility as a headquarters for the operation of the park and to provide someone on-site to program and oversee the park. In addition, it would be a place where environmental and nature exhibits can be seen as part of the Town's effort to educate and support environmental initiatives such as conservation and good stewardship. It is envisioned that a large portion of the potential programming for this facility would be achieved through Town initiatives and by developing collaborative relationships with area schools and universities.

### **Apex Nature Park/Seymour Athletic Fields Parking Lot Expansion** **\$957,000**

With the conversion of the Seymour Athletic Fields to synthetic turf and the current volume of use, there is a need for expanded parking to keep patrons from parking on Evans Road. This proposal would add approximately 50 parking spaces to Town-owned property on the other side of Evans Road and install an at grade pedestrian crossing into the Nature Park.



## **FY 2023-24**

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### **Jaycee Park Expansion**

**\$1,098,075**

Two-year Total

The expansion of Jaycee Park, adjacent to the Apex Peakway, adds new amenities that include an open play field, shelter, playground, and additional parking serving multiple neighborhoods within walking distance of the park. This will also connect to the Beaver Creek Greenway and existing Jaycee Park amenities.

## **FY 2024-25**

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### **Apex Community Park Parking Lot Expansion**

**\$665,500**

This project would reconfigure the existing parking area and add approximately 30 spaces to service greenway, shelters, fitness course, tennis courts, playgrounds, basketball courts, and special events.

## **Horizon**

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### **Dredge Apex Community Park Lake**

**\$3,660,000**

This project would dredge Apex Community Park Lake allowing boats using the lake for recreational purposes to have access to more of the lake with fewer obstructions and less restriction of movement. Dredging also improves water quality, which improves the lives of fish and fishing opportunities and assists in restoring habitats. The estimate involves removing 90,000 cubic yards of silt and disposing of it off-site.

### **Northwest Wimberly Road Park Design**

**\$5,500,000**

In September of 2017, the Town purchased approximately 30 acres of land with the intention of developing a regional park in the northwest quadrant of Apex. The acquisition of property in this area was a priority outlined in the 2013 Parks, Recreation, Greenways, and Open Space Master Plan. This project would begin development of the site and amenities.

### **Olive Farm Park Design**

**\$5,500,000**

The Town acquired approximately 22 acres of land for a future park in Southwest Apex in August of 2017. The acquisition of property in this area was identified as one of two priority areas in 2013 Parks, Recreation, Greenways and Open Space Master Plan. This project would begin development of the site and provide significant public parkland in a rapidly growing area of Apex.





## Public Safety Element Projects

**Projects Funded:** Acquisition of capital equipment to support the operations of the three public safety departments in the Town. (Note: Public safety *facilities* are considered in the *public facilities* element.)

**Peak Plan 2030 Recommendation:** That the Town “provide adequate fire and police in all areas.” This element considers the projects necessary to maintain adequate and responsive services to our citizens.



The table below shows each of the projects submitted for consideration in this year’s CIP process and the estimated cost of the project in each fiscal year in the plan. Section 6 of this document contains detailed information regarding the proposed funding source for each individual project.

Public Safety	FY20-21	FY21-22	FY22-23	FY23-24	FY24-25	Future Years	Total Capital Cost
Fire Engine Replacement - Station 3		740,000					740,000
Rescue Retrieval Van		165,000					165,000
Aerial Apparatus to Replace Ladder 4			1,400,000				1,400,000
Engine 31 - Replacement				675,000			675,000
Fire Pumper for Olive Farm Station						800,000	800,000
Element Total	-	905,000	1,400,000	675,000	-	800,000	3,780,000



## **FY 2021-22**

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### **Fire Engine Replacement – Station 3**

**\$740,000**

This is a request to replace the 2004 E-One Ladder apparatus at Station 3 with a new 75' aerial ladder apparatus. This type of fire apparatus is typically called a "quint" because it provides the ability to operate as both an engine and an aerial ladder. The Ladder 3 apparatus will be 15 years old at the requested replacement date and has begun to experience higher maintenance/repair costs due to age and mileage. This replacement will also support the 3 aerial apparatus that are needed for the public protection classification (ISO rating). The current Ladder 3 would remain as the Town's only reserve aerial.

### **Rescue Retrieval Van**

**\$165,000**

This vehicle has a "normal" van exterior appearance and it will not attract undue attention while still providing protection to occupants in critical incidents. This vehicle provides the department with the capability to rescue persons in the event of active gunfire and provide officers ballistic protection in critical incidents involving gunfire and/or some explosives. The armored transit van would primarily serve in the role of hostage recovery & rescue transport. This addition will increase officer and citizen safety.

## **FY 2022-23**

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### **Aerial Apparatus to Replace Ladder 4**

**\$1,400,000**

This request is for an aerial platform apparatus to replace Ladder 4, which is a 2006 model. At this point, Ladder 4 will have reached its expected 15-year service life. The intent is to use this apparatus in reserve, replacing the quint reserve from Station 3, which will aid our Public Protection Classification. Not funding this request will require department to continue to run an aerial apparatus that will have approximately 90K miles when this replacement is requested. Aerial apparatus' are an expensive apparatus to operate and the maintenance cost associated with this truck will increase over time.

## **FY 2023-24**

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### **Engine 31 – Replacement**

**\$675,000**

This will replace Engine 31, a 2011 model rescue pumper that currently has 86K miles. While the Town typically attempts to get 15 years out of front-line service from a pumper, this truck's dual purpose has caused it to build up mileage at a faster rate. Therefore, a replacement pumper is being requested in order to ensure that our front-line response fleet remains at a level necessary to provide the highest level of service to our community. Not funding this request will require the department to continue to operate this truck until such time as it is replaced.

## **Horizon**

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### **Fire Pumper for Olive Farm Station**

**\$800,000**

This fire pumper will be needed for the fire station slated to be built in the area of Olive Farm Road and Humie Olive Road. This new station was proven to be needed through a third-party station distribution assessment by EnviroSAFE. If not funded and the station is constructed, the station will be forced to open with a reserve apparatus with well over 100,000 miles. The cost of this project includes equipment needed in order to fully outfit the truck.



## Public Facilities Element Projects

**Projects Funded:** Construction and major maintenance of general government and public safety facilities and infrastructure, including upgrades to existing Town facilities, new public safety facilities, and additional public works facilities.

**Peak Plan 2030 Recommendations:** The Peak Plan recommends: 1) Provide adequate fire and police services in all areas. 2) Continue to assess public facility needs to meet demand generated by existing, as well as future, growth and development.

*The Public Works Administration building, which was part of a project that included a new Purchasing and Inventory Building, storage yard, and upgrades to other facilities in the public works complex, currently houses Water Resources staff. This element suggests funding several other quality projects such as this to address current and future facility needs.*



The table below shows each of the projects submitted for consideration in this year's CIP process and the estimated cost of the project in each fiscal year of the plan. Section 6 of this document contains detailed information regarding the proposed funding source for each individual project.

Public Facilities	FY20-21	FY21-22	FY22-23	FY23-24	FY24-25	Future Years	Total Capital Cost
Mechanical Upgrades to Police Department & Cultural Arts Center	180,000						180,000
Police Data Center Infrastructure Upgrades & Additions	175,000						175,000
Town Fiber Optic Expansion	130,000	75,000					205,000
Tunstall House Restoration	100,000	835,000					935,000
Eva Perry Library Improvements		438,000					438,000
Public Safety Station 3 Relocation		4,000,000					4,000,000
Station 1 Rebuild		450,000	4,750,000				5,200,000
Town Hall Remodel		550,000					550,000
Repurpose Depot Parking Lot			250,000	2,000,000			2,250,000
Town Campus Parking Lot Resurfacing			470,000				470,000
Vehicle Storage Shed & Brine Building			23,500	235,500			259,000
Public Works Campus Parking Lot Resurfacing				500,000			500,000
Fire Station 7					750,000	5,325,000	6,075,000
Police Department Addition/Renovation					500,000	6,400,000	6,900,000
Fire Administration Building						2,000,000	2,000,000
Land Purchase for Affordable Housing						500,000	500,000
<b>Element Total</b>	<b>585,000</b>	<b>6,348,000</b>	<b>5,493,500</b>	<b>2,735,500</b>	<b>1,250,000</b>	<b>14,225,000</b>	<b>30,637,000</b>





## **FY 2020-21**

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### **Mechanical Upgrades to Police Department & Cultural Arts Center      \$180,000**

This project would replace the Town's current R22A HVAC Units with R410 units. R22 refrigerant has been phased out with limited or no replacements available. Where replacement refrigerant can be found, it is extremely expensive.

### **Police Data Center Infrastructure Upgrades & Additions      \$175,000**

Infrastructure required for Police Equipment in the Police Department Data Center includes additional server, camera, physical security, and port additions. Requirements to backup and stream video from new and current interview rooms, cars recordings, Town/event security cameras, and future (bodycam) requests require additional network and storage for redundancy and security. This project increases infrastructure for the door reader system and storage. This project adds network gear for multi-gig wireless and additions to the ports requested for add on space and devices connected in and outside the building, as well as a new patch panel to add and clean up the oversubscribed current data center gear.

### **Town Fiber Optic Expansion      \$205,000**

Two-year Total

The proposed fiber project will provide funding for expansion of the existing Town fiber network to greater support operational efficiencies, create redundancy, and expand the fiber optic backbone and fiber optic connections to key locations and facilities throughout the Town. The Town's current fiber network supports a variety of operational areas. This project will help fund additional fiber strands, equipment, and installation as incremental costs to other planned projects. This request includes the final two phases of this project.

### **Tunstall House Restoration      \$935,000**

Two-year Total

Restoration of the existing Tunstall House would not only be a prescriptive plan to save the current structure, but also provide long term use as well as mediating deterioration to the existing structure. This project contemplates the historic restoration of the house and contributing outbuildings. The house is suffering from deferred maintenance and currently serves no purpose. In the past, the house has been looked at for public purpose, but the restoration/renovation costs have been prohibitive. The first phase would include testing for lead and asbestos and determining preventive steps to stop further deterioration until the renovation, planned for the following year, occurs.

## **FY 2021-22**

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### **Eva Perry Library Improvements      \$438,000**

The Eva Perry Regional Library first opened in 1996 and is one of Wake County's most active libraries. It serves the Apex and southern Cary areas. A renovation is scheduled to update the building's interiors and address long-term maintenance issues with aging building systems. This project includes funding to replace the roof and HVAC mechanical components at the facility. Wake County and the Town, through the current interlocal agreement, have agreed to the replacement of capital items by the Town for the duration of the agreement.



## Public Safety Station 3 Relocation

**\$4,000,000**

Public Safety Station 6 will provide fire and emergency services to the White Oak Basin and Green Level areas of Apex. It is forecasted that this area will see upwards of 2,100 new homes, along with related services, within the next few years. This rapid development, coupled with the existing I-540 corridor, will continue to generate pressure on existing fire services and require an additional station in order to provide adequate service. Response from the existing Station 3 will result in long response times due to the distance. This station will feature a new design to more effectively meet the needs of both fire and police departments. Station 6 will house a new Engine and 12 personnel.

## Station 1 Rebuild

**\$5,200,000**

Two-year Total

This project will raze and rebuild a three-bay fire station on half of the land that the current Station 1 sits on. The current building is not suitable for major renovation. This station will be designed to fit with the character of downtown while providing modern capabilities and operational effectiveness. It is anticipated that this station will continue to be a single company house with the addition of battalion chief quarters since the current Station 3 will house Fire Administration. Incorporation of some type of public "museum space" featuring the Hunter fire apparatus is also planned for this location.

## Town Hall Remodel

**\$550,000**

This project includes a placeholder to fund the design changes to the Town Hall facility once the Building Inspections & Permitting Department relocates to the Mason Street property. Following the recommendations of a space needs study conducted in FY19-20, the Town has identified areas it can renovate or change to improve and increase the physical capacity of the building. An important component of this will be anticipated growth/changes for each department and interactions between departments.

## **FY 2022-23**

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## Repurpose Depot Parking Lot

**\$2,250,000**

Two-year Total

The conversion of the Depot parking lot to the premier space to gather downtown was identified as a "Top 10" priority project in the Downtown Plan. The details of the final design will include a durable curbsless environment with a balance of sun and shaded areas along with lighting, and movable, interactive furnishings. Conceptual plans include space for the Farmer's Market, a splash pad area, an ice skating rink, and plenty of seating and space to program a variety of activities.

## Town Campus Parking Lot Resurfacing

**\$470,000**

This project is for the reconstruction of the Town Campus parking lot to include asphalt pavement and remarking.

## Vehicle Storage Shed & Brine Building

**\$259,000**

Two-year Total

This project is for the construction of a vehicle storage shed & brine building at the Public Works Operation Yard. The storage shed and brine building will provide shelter for vehicles and equipment not currently protected from inclement weather.



## **FY 2023-24**

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### **Public Works Campus Parking Lot Resurfacing**

**\$500,000**

This project is for the reconstruction of the Public Works Campus parking lot to include asphalt pavement and remarking.

## **FY 2024-25**

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### **Fire Station 7**

(Olive Farm Area)

**\$6,075,000**

Two-year Total

Fire Station 7 (possibly #6) has been identified by a third party as being needed in order to meet the informally adopted fire department coverage standard of at least 90% of our coverage area being within a five minute travel time from all stations. This Station's concept will mirror the Wimberly Road Station without the Police elements.

### **Police Department Addition/Renovation**

**\$6,900,000**

Two-year Total

With the growth of the community and police department, the Town is experiencing space limitations at the main police facility. This project includes plans to add space for operations, administrative functions, and the Communications Center. The conceptual plan adds two stories of office space above the current administrative parking lot (east side) over a secured police parking lot. The first level above that would align with the existing second story of the building and would be finished into office space for administrative functions. The second level would be unfinished shell space and allow for future growth. The existing administrative offices space would be renovated to allow for a doubling in size of the existing Communications Center and the addition of related office and workspace.

## **Horizon**

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### **Fire Department Administration Building**

**\$2,000,000**

As the Fire Department grows, the need for additional administrative office and conference room space is increasing exponentially. This project will renovate Station 3 to a fire administrative building that is capable of housing fire administration, logistics, training, and the fire marshal's office. This building will also contain conference space, planning rooms, and secure storage for departmental supplies.

### **Land Purchase for Affordable Housing**

**\$500,000**

This project will provide funding for the purchase of land for future development of affordable housing.





## Public Works and Environmental Services Element Projects

**Projects Funded:** Projects designed to manage and mitigate the effects of stormwater runoff, manage the collection and disposal of solid waste, and maintain streets. These projects include structural improvements, SCM construction, and major maintenance of this infrastructure. They also include equipment needed to manage solid waste collection and maintain Town streets.

**Peak Plan 2030 Recommendation:** There are no direct recommendations in the plan regarding Public Works and Environmental Services.



*Focusing on maintaining and improving the conveyance of stormwater protects property, infrastructure, and the environment. A well-managed yard waste collection program assists in this effort by keeping roadside gutters and drains clear.*

The table below shows each of the projects submitted for consideration in this year's CIP process and the estimated cost of the project in each fiscal year in the plan. Section 6 of this document contains detailed information regarding the proposed funding source for each individual project.

Public Works & Environmental Services	FY20-21	FY21-22	FY22-23	FY23-24	FY24-25	Future Years	Total Capital Cost
Leaf Truck - Replacement	206,000	206,000				206,000	618,000
Chipper Truck - Replacement		165,000					165,000
Dump Truck - Addition		130,000	130,000				260,000
Leaf Truck - Addition		212,000					212,000
Motor Grader - Replacement		250,000					250,000
Backhoe - Replacement			150,000				150,000
Grapple Truck - Replacement				195,000			195,000
Mini Excavator - Addition				120,000			120,000
Street Sweeper - Replacement				275,000			275,000
Element Total	206,000	963,000	280,000	590,000	-	206,000	2,245,000



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**FY 2020-21**

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**Leaf Truck – Replacement** **\$206,000**

This project will replace a 2006 leaf truck (Unit #155) in the Town's current fleet that will be 14 years old with over 120,000 miles at the time of replacement.

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**FY 2021-22**

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**Leaf Truck – Replacement** **\$206,000**

This project will replace a leaf truck (Unit #212) in the Town's current fleet that will be 7 years old with over 70,000 miles at the time of replacement.

**Chipper Truck – Replacement** **\$165,000**

This truck replacement is necessary to maintain our current level of service to the Town. Not adequately maintaining the fleet of the Town would mean the current level of service would have to be decreased in order to accommodate the higher population. The replacement is needed due to the aging of an existing chipper truck/chipper combo (Unit #76), which will be 13 years old at the time of replacement and have well over 103,000 miles.

**Dump Truck – Addition** **\$130,000**

There are currently four dump trucks available to public works. The oldest is a 1996 single axle dump truck and the newest is a 2006 two-ton dump truck. This project will add an additional dump truck to the fleet to account for the future growth and additional responsibilities of the department.

**Leaf Truck – Addition** **\$212,000**

The addition of another leaf truck will be necessary to meet the expanding service area resulting from residential growth. An additional employee will be necessary to operate the equipment to continue to provide weekly service.

**Motor Grader – Replacement** **\$250,000**

This project will replace a grader (Unit #506) that is over 50 years old with over 120,000 miles. A motor grader is necessary to spread materials, maintain ditches, and maintain gravel roads and parking lots. This vehicle will also be utilized for snow and ice control operations.

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**FY 2022-23**

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**Dump Truck – Addition** **\$130,000**

There are currently four dump trucks available to public works. The oldest is a 1996 single axle dump truck and the newest is a 2006 two-ton dump truck. This project will add an additional dump truck to the fleet to account for the future growth and additional responsibilities of the department.

**Backhoe – Replacement** **\$150,000**

This purchase will replace a backhoe (Unit #595) in the Town's current equipment fleet that is beyond its useful years. The department will not be able to maintain production due to lack of equipment to excavate



materials at job sites and load material for transportation to job sites. Additionally, this replacement is required for the removal of broken sidewalks and pavement that require repairs.

#### **FY 2023-24**

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### **Grapple Truck – Replacement \$195,000**

There are currently two grapple trucks in the fleet to support the Town's yard waste program by providing large limb and tree stump removal service. Only one of the grapple trucks is used on a daily basis with a second truck serving as a backup. This second truck is also used to support the bulk item pickup program; collecting oversized items that cannot be lifted by hand. This project will replace a truck (Unit #210) that will be over 8 years old with over 100,000 miles.

### **Mini Excavator – Addition \$120,000**

This project will be an addition of a Mini Excavator, which will be a required addition to the future growth of the department and additional responsibilities of the department. The department will not be able to maintain production due to lack of equipment to excavate/grade small scale jobsites within the Town.

### **Street Sweeper – Replacement \$275,000**

This project will replace a street sweeper (Unit #96) that will be over 23 years old at the time of replacement. There is currently one street sweeper in the street department fleet used to clean streets for special events. This truck will be used to clean Town streets after spills, provide routine maintenance, and clean up after parades and festivals.

#### **Horizon**

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### **Leaf Truck – Replacement \$206,000**

This project will replace a leaf truck (Unit #108) in the Town's current fleet that will be 7 years old with over 70,000 miles at time of replacement.



## General Fund Summary

The table below shows the total of the capital needs in each of the CIP elements supported by the General Fund and the revenue sources proposed to support these needs. The grant and fee revenues are explained in the applicable sections above. Local revenue is indicative of the need for current year revenue supported funding for some projects/purchases in each year. Section 6 of this document contains detailed information regarding the proposed funding source for each individual project.

The level of capital need reflected in this document necessitates the issuance of additional debt to meet these needs. In the table below, new debt service is shown as a total amount proposed in each fiscal year. Installment purchase is used primarily for debt issues that are shorter in term and/or for relatively small projects. Bond debt is issued for longer term, high cost projects. Some bond issues cover multiple projects. For the purpose of the estimates shown, we have used an interest rate of 4 percent for installment and bond debt issues. While bond debt will carry a lower interest rate, we opted to keep this illustration simpler by using a common interest rate.

For items such as fire apparatus purchases, replacement vehicles and minor renovations, we use “pay go” financing to avoid interest costs and use accumulated fund balance for these one-time purchases. For all other issues in the General Fund, we use a twenty-year term for the purpose of this illustration. Increasing the length of the term for these issues would result in a lower annual payment, but a higher over-all interest cost over the life of the borrowing.

General Fund Totals							
Element	FY20-21	FY21-22	FY22-23	FY23-24	FY24-25	Future Years	Total Capital Cost
Transportation	30,899,000	9,846,000	22,020,000	6,375,000	9,420,000	27,500,000	106,060,000
Parks, Recreation, and Cultural Arts	10,313,000	-	1,057,000	1,199,825	1,663,750	14,660,000	28,893,575
Public Safety	-	905,000	1,400,000	675,000	-	800,000	3,780,000
Public Facilities	585,000	6,348,000	5,493,500	2,735,500	1,250,000	14,225,000	30,637,000
Public Works and Environmental Services	206,000	963,000	280,000	590,000	-	206,000	2,245,000
<b>Element Total</b>	<b>42,003,000</b>	<b>18,062,000</b>	<b>30,250,500</b>	<b>11,575,325</b>	<b>12,333,750</b>	<b>57,391,000</b>	<b>171,615,575</b>
Revenues	FY20-21	FY21-22	FY22-23	FY23-24	FY24-25	Future Years	Total
General Fund / Capital Outlay	3,538,000	5,673,500	7,333,500	7,873,325	9,317,750	5,691,000	39,427,075
Designated Capital Funds	4,618,300	1,317,000	1,422,000	2,005,000	925,000	945,000	11,232,300
General Obligation Bonds	12,000,000	5,000,000	16,500,000	-	-	12,000,000	45,500,000
Installment Purchase / Capital Lease	-	4,000,000	4,150,000	-	-	26,385,000	34,535,000
Intergovernmental Funds	1,421,000	1,450,000	1,479,000	1,509,000	1,539,000	1,570,000	8,968,000
Grants	20,025,700	186,500	201,000	188,000	552,000	8,800,000	29,953,200
Public-Private Partnership	-	-	-	-	-	2,000,000	2,000,000
<b>Total</b>	<b>41,603,000</b>	<b>17,627,000</b>	<b>31,085,500</b>	<b>11,575,325</b>	<b>12,333,750</b>	<b>57,391,000</b>	<b>171,615,575</b>

## Section 3: CIP Financial Impact Analysis on General Fund

A key element of the CIP is the financial impact analysis that discusses the effects of capital spending on the Town's operation costs, debt capacity, and other important debt ratios. It is important to understand how capital spending affects these indicators because the Local Government Commission (LGC) and bond rating agencies use them to evaluate the Town's financial condition and to issue ratings. Apex currently has a bond rating of AAA with Standard & Poor's Corporation and Aaa with Moody's Investors Service. These ratings represent strong financial standing and are the highest possible ratings attainable.

### Projections and Estimates

Proper financial planning requires projections and estimates for expenditures, revenues, and other financial indicators. Expenditure and revenue estimates require forecasts for changes in population, assessed property value, and other factors such as changes in the economy. The COVID-19 pandemic has had an adverse effect on the economy and the full extent of its impact is unknown. Until the pandemic-induced recession occurred, local economic trends supported an inflation factor of 7.5 percent growth in expenditures and recurring project costs. To accommodate for reduced revenues, the Town has reduced operational spending and deferred some capital projects. The CIP projections represent a 4 percent growth factor for operations expenditures in FY21-22, followed by a 6 percent growth factor for years three through five in the CIP. The Town was the beneficiary of a revaluation for FY20-21 that resulted in a 30 percent increase in assessed value over FY19-20. This resulted in a revenue-neutral tax rate of \$.3493. The three-year rolling average, not including revaluation years, represents a 9.29 percent annual increase in property values. Apart from gains in property tax revenues, estimates indicate other revenues will collectively decrease by at least 8.96 percent. As a result of this decrease, the CIP includes a revenue growth rate of 3 percent for FY21-22, a 60 percent reduction from the pre-pandemic rate. Revenue projections use a 4 percent increase for year three and a 5 percent increase for the final two years. Wake County will perform another revaluation in 2024. For projects subject to financing in FY20-21, interest rates between 3.0 and 3.5 percent are accurate based on other recent financing by the Town. For future years, .5 percent has been added to the interest rate per year beginning in FY21-22. That rate may vary depending on the size of the project and length of term. Financing recommendations in this CIP include use of general obligation bonds and installment financing in the General Fund and revenue bonds in enterprise funds.

### Debt Ratios

The large costs associated with capital projects may require financing, which results in debt obligation for the Town. The LGC and bond rating agencies assess the Town's ability to incur and repay debt through various debt capacity ratios and indicators. In the General Fund, the Town evaluates net debt as a percentage of total assessed value of taxable property, the aggregate ten-year principal payout ratio, and the ratio of debt service expenditures as a percent of total fund expenditures.

**Net debt per assessed valuation** is an important indicator because it accounts for the Town's largest revenue source and greatest means for repaying debt. This is a measure of debt capacity as well as debt burden. This ratio divides the Town's net debt by its total assessed value, where net debt is defined as all tax-supported debt. Town policy states that its net debt per assessed valuation should not exceed 2.5 percent. Apex's expected debt-to-assessed valuation ratio for FY20-21 is .814 percent. Upcoming projects in the CIP will require additional debt financing and will increase the Town's ratio to a high of .863 percent by FY22-23. This is well below the Town's maximum and the legal limit set forth by N.C. G.S. 159-55, which limits net debt to 8 percent or less of a local government's total property valuation. Apex's legal debt limit,

based on the July 1, 2019 audited valuation, is \$566,583,807. The CIP includes a maximum debt obligation of \$105,282,138 in FY22-23.

**The 10-year payout ratio** measures the amount of principal being retired in the next ten years. As an indicator, it determines if debt is back-loaded, which can cause concern for long-term financial stability. Apex has a policy that establishes a minimum 10-year payout ratio of 55 percent. The CIP includes issuance of previously authorized bonds as well new bond debt and installment purchase financing. The new debt brings the payout ratio down from a high of 71.67 percent in FY20-21 to a low of 60.11 in FY22-23, which remains above the Town's minimum.

**Debt service as a percentage of total expenditures** measures annual debt service payments of non-self-supporting projects as a portion of the Town's General Fund expenditures. Debt service payments can become a large portion of a town's budget and should be monitored to ensure acceptable levels. Too much debt service may indicate excessive debt and fiscal strain. Bond rating agencies consider a net debt service percentage between 15 and 20 percent to be high. A ratio below 5 percent indicates capacity for significant new debt. The Town's policy is to maintain a net debt service ratio of less than 12 percent. For FY20-21, the General Fund debt service ratio is 10.20 percent and reaches a high of 11.42 percent in FY23-24. Without significant changes to the CIP, the debt service ratio will remain below 12 percent for the length of the current CIP. Keeping this ratio below 12 percent provides the town with opportunities to finance more projects.

**Pay-as-go financing** can help keep key debt ratios in acceptable range by eliminating new debt obligations and annual debt service payments. The proposed CIP indicates differences from year to year in pay-as-go financing over the five-year period. This is due to the significant costs associated with some larger projects such as roads or a new fire station. If debt ratios begin to approach unacceptable ranges, delaying projects or using pay-as-go financing should be considered to keep the Town in good financial standing and reduce fiscal strain.

Other factors bond rating agencies consider when assessing a town's financial condition may include the community's wealth, tax base, sources of revenues, and the overall economy.



Summary of CIP Impact on General Fund Debt Ratios and Fiscal Indicators						
Debt Obligations	FY19-20	FY20-21	FY21-22	FY22-23	FY23-24	FY24-25
GO Bond Debt	\$61,755,000	\$71,980,000	\$75,205,000	\$88,435,000	\$84,565,000	\$80,445,000
Installment Purchase & Lease Debt	\$12,349,517	\$11,123,724	\$13,905,931	\$16,847,138	\$15,447,679	\$13,851,853
<b>Total Net Debt Obligations</b>	<b>\$74,104,517</b>	<b>\$83,103,724</b>	<b>\$89,110,931</b>	<b>\$105,282,138</b>	<b>\$100,012,679</b>	<b>\$94,296,853</b>
Debt Service						
GO Bond Principal	\$1,775,000	\$3,270,000	\$3,870,000	\$4,120,000	\$4,955,000	\$4,950,000
GO Bond Interest	\$1,162,013	\$2,290,875	\$2,561,968	\$2,589,240	\$3,088,687	\$2,903,595
<b>Total GO Bond Debt Service</b>	<b>\$2,937,013</b>	<b>\$5,560,875</b>	<b>\$6,431,968</b>	<b>\$6,709,240</b>	<b>\$8,043,687</b>	<b>\$7,853,595</b>
IP & Lease Principal	\$1,225,793	\$1,217,793	\$1,208,793	\$1,399,459	\$1,595,826	\$1,605,358
IP & Lease Interest	\$349,618	\$317,240	\$285,078	\$409,542	\$552,439	\$503,473
<b>Total IP Debt Service</b>	<b>\$1,575,411</b>	<b>\$1,535,033</b>	<b>\$1,493,871</b>	<b>\$1,809,001</b>	<b>\$2,148,265</b>	<b>\$2,108,831</b>
<b>Total GF Debt Service</b>	<b>\$4,512,424</b>	<b>\$7,095,908</b>	<b>\$7,925,839</b>	<b>\$8,518,241</b>	<b>\$10,191,952</b>	<b>\$9,962,426</b>

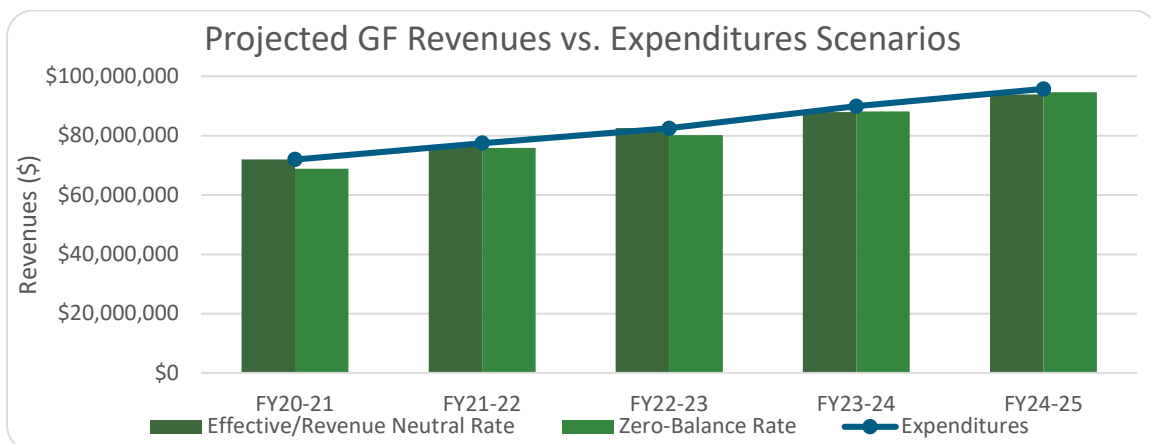
General Fund Debt Ratios & Fiscal Indicators	FY19-20	FY20-21	FY21-22	FY22-23	FY23-24	FY24-25
Fund Balance	\$26,062,318	\$23,692,318	\$22,023,552	\$20,681,587	\$18,030,522	\$16,193,501
Fund Balance Percentage	37.70%	32.94%	28.44%	25.08%	20.06%	16.92%
Impact on Capital Designated Funds	\$0	\$4,618,300	\$1,317,000	\$1,485,000	\$2,005,000	\$925,000
Impact on Operating Budget	\$0	\$0	\$89,099	\$370,007	\$328,769	\$343,106
Revenue per Capita	\$1,118	\$1,094	\$1,094	\$1,110	\$1,112	\$1,117
% Property Tax Revenue	46.97%	53.88%	57.56%	58.32%	59.82%	61.24%
10-year Principal Payout (>55%)	0.00%	71.67%	69.80%	60.11%	63.79%	67.43%
Net Debt per Assessed Valuation (<2.5%)	0.943%	0.814%	0.799%	0.863%	0.750%	0.615%
Net Debt Service to Expenditures Less Transfers-in (<12%)	6.86%	10.20%	10.33%	10.51%	11.42%	10.41%
PAYGO Percent	0.00%	71.43%	50.17%	31.74%	100.00%	100.00%

## Tax Rate Analysis

One method of assessing the CIP impact on the operating budget is to illustrate the effects in terms of the tax rate. The table and graphs below depict the potential tax rate needed to generate enough revenue to account for General Fund CIP project costs beyond the Town's typical capital and operating expenditures. This calculation is dependent on the Town's assessed value and the revenue generated by a penny on the tax rate. The formula account for substantial increases or decreases in revenues from other sources such as sales tax or service fees. In addition, it does not address changes in operational needs for the Town unless addressed in the CIP. Wake County underwent a revaluation in 2020 that resulted in a revenue neutral tax rate of \$.3493. The FY20-21 Recommended Budget includes a tax rate of \$.38, which includes a \$.015 increase for voter approved bond debt in 2017 and \$.01 dedicated to affordable housing initiatives. Wake County will undergo another revaluation in 2024 and the projections for FY24-25 use a revenue-neutral tax rate of \$.375. For this analysis, the Town's capital expenditures do not include grant-funded projects except for the required local contributions.

If projections are accurate, CIP projects will create a funding gap each year beginning in FY21-22 with potential shortfalls ranging from \$928,766 in FY21-22 to \$1.98 million in FY23-24. These funding gaps represent potential policy decisions for Town Council regarding use of fund balance, setting the tax rate, delaying projects, and consideration of operational cuts. The funding gap is increasingly noticeable as of FY23-24 due to large capital projects that will require financing, such as reconstruction of Fire Station 1 and new road construction. The CIP includes \$78.6 million in transportation projects over the next five years and identifies another \$27.5 million in projects on the horizon. Ten projects in the next five years are \$1 million or more. How to finance these projects presents another policy decision for Town Council. The CIP includes general obligation bonds beginning in FY21-22 to cover \$21.5 million in transportation projects. This amount could easily be higher and only covers a portion of the large transportation projects. The impact model does not include a tax rate increase to accompany the proposed general obligation debt. If a proposed bond referendum includes an associated tax rate increase, it would need to be \$.01 - \$.015 to cover the annual debt service.

The five-year tax rate assessment table indicates the change in tax rate needed to account for the potential funding gaps. Estimated expenditures and tax rate scenarios are depicted in the chart below. This does not account for any potential increases in other revenues sources or cuts in the operating budget that may offset the gap. The effective/revenue neutral rate line reflects revenues with no change in the current tax rate other than an adjustment for revenue neutral in the revaluation year and the required tax increase for the 2017 recreation bonds. The zero-balance rate line reflects revenues with the tax rate adjusted to offset the funding gap.



### 5-Year Tax Rate Assessment

Forecasted Expenditures (Including CIP Projects)	FY20-21	FY21-22	FY22-23	FY23-24	FY24-25
Operating Budget	\$59,481,192	\$61,949,539	\$66,036,518	\$70,327,478	\$74,890,232
Capital Outlay	\$9,977,300	\$8,875,500	\$9,399,500	\$11,387,325	\$11,781,750
Debt Service	\$7,095,908	\$7,925,839	\$8,518,241	\$10,191,952	\$9,962,426
Transfers Out	-\$4,618,300	-\$1,317,000	-\$1,485,000	-\$2,005,000	-\$925,000
<i>Total Expenditures</i>	<i>\$71,936,100</i>	<i>\$77,433,878</i>	<i>\$82,469,259</i>	<i>\$89,901,755</i>	<i>\$95,709,408</i>
<b>Total Capital &amp; Debt</b>	<b>\$12,454,908</b>	<b>\$15,484,339</b>	<b>\$16,432,741</b>	<b>\$19,574,277</b>	<b>\$20,819,176</b>
<b>Capital &amp; Debt Expenditures %</b>	<b>17.31%</b>	<b>20.00%</b>	<b>19.93%</b>	<b>21.77%</b>	<b>21.75%</b>
<b>Forecasted Revenues</b>					
Property Tax	\$38,758,831	\$44,033,625	\$48,126,547	\$52,599,906	\$57,489,064
Other Taxes, Fees, Charges	\$30,807,269	\$31,731,487	\$33,000,747	\$34,650,784	\$36,383,323
Transfers In	\$0	\$0	\$0	\$0	\$0
<i>Total Revenues</i>	<i>\$71,936,100</i>	<i>\$76,505,112</i>	<i>\$82,527,294</i>	<i>\$87,925,690</i>	<i>\$93,872,387</i>
<b>Difference</b>	<b>\$0</b>	<b>(\$928,766)</b>	<b>\$58,035</b>	<b>(\$1,976,065)</b>	<b>(\$1,837,021)</b>
Projected Fund Balance	\$23,692,318	\$22,023,552	\$20,681,587	\$18,030,522	\$16,193,501
Capital Impact on Fund Balance	\$0	(\$928,766)	\$58,035	(\$1,976,065)	(\$1,837,021)
Fund Balance Impact Percentage	32.94%	28.44%	25.08%	20.06%	16.92%
Assessed Property Value	\$10,209,902,299	\$11,158,912,016	\$12,196,132,120	\$13,329,761,762	\$15,329,226,026
\$.01 Property Tax Increase =	\$1,019,969	\$1,114,775	\$1,218,394	\$1,331,643	\$1,531,390
Tax Rate	\$0.380	\$0.395	\$0.395	\$0.395	\$0.375
Change in Tax Rate Needed for Difference	(\$0.000)	\$0.008	(\$0.000)	\$0.015	\$0.012
<b>Zero-Balance Tax Rate</b>	<b>\$0.380</b>	<b>\$0.403</b>	<b>\$0.395</b>	<b>\$0.410</b>	<b>\$0.387</b>
Projected Fund Balance with Tax Rate Adjustment	\$23,692,318	\$22,952,318	\$20,623,552	\$20,006,587	\$18,030,522
Projected Fund Balance % with Tax Rate Adjustment	32.94%	29.64%	25.01%	22.25%	18.84%



## Section 4: Electric Utility

The projects funded through the Electric Utility element pull from the Electric Enterprise Fund. This fund pays only for projects related to the electric system and not for projects related to the Water/Sewer Fund or the General Fund.

The types of capital projects that qualify for this fund include construction, maintenance, and improvement of electric distribution infrastructure. These projects include substation additions and upgrades, distribution line extensions, and major maintenance of infrastructure. They also include equipment necessary to maintain the system.

The icon below signifies the electric utility element, and is located on the top right corner of the pages that are associated with these projects.





## Electric Utility Element Projects

**Projects Funded:** Construction, maintenance, and improvement of electric distribution infrastructure. These projects include substation additions and upgrades, distribution line extensions, major maintenance of infrastructure and equipment necessary to maintain the system.

**Peak Plan 2030 Recommendation:** Continuing to assess, plan, and fund infrastructure needs through a capital improvement program and manage growth through utility investments.



*From our newest substation, Mt. Zion (shown on the left), and throughout our system, we work to improve the reliability of our electric system.*

*Well-trained and well-equipped technicians are required to maintain a first rate utility.*



The table below shows each of the projects submitted for consideration in this year's CIP process and the estimated cost of the project in each fiscal year in the plan.

Electric Utility Project	FY20-21	FY21-22	FY22-23	FY23-24	FY24-25	Future Years	Total Capital Cost
Bucket Truck - Replacement	235,450						235,450
Electric Office Facility - Phase II	550,000						550,000
Laura Duncan Substation Upgrades	575,000						575,000
Electric Line Truck - Replacement		285,400	285,400				570,800
Smart Grid Meters and Load Control		2,000,000					2,000,000
Green Level Substation					1,700,000		1,700,000
East Williams Street Substation						5,075,000	5,075,000
<b>Total</b>	<b>1,360,450</b>	<b>2,285,400</b>	<b>285,400</b>	<b>-</b>	<b>1,700,000</b>	<b>5,075,000</b>	<b>10,706,250</b>



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**FY 2020-21**

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**Bucket Truck – Replacement** **\$235,450**

This request is to replace one bucket truck (Unit #65). The bucket truck is a specialized vehicle required for the installation of overhead electrical equipment and performance of maintenance activities. At time of replacement, the truck will be over 17 years old.

**Electric Office Facility – Phase II** **\$550,000**

The final stages of the new Electric Office Facility include additional site work for sidewalks, streets, and landscaping. The street improvements provide an extension of Milano Avenue as a collector road to access the electric substation property and extend further west to connect to Richardson Road through Buckhorn Preserve. The extension will complete the remaining gap between Richardson Road and Evans Road.

**Laura Duncan Substation Upgrades** **\$575,000**

This project will replace existing regulator controls with modern units capable of being integrated into the SCADA system, and will perform preventative maintenance on existing regulators and upgrade them to accept new controls. The existing equipment is outdated, no longer supported by the manufacturers, and nearing the end of useful life. Upgrading this equipment will improve the reliability of the Town's system.

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**FY 2021-22**

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**Electric Line Truck – Replacement** **\$285,400**

This request is to replace one Electric Line truck (Unit #183). The Digger Derrick is a specialized vehicle required for the installation of both overhead and underground electrical equipment. At time of replacement, the truck will be over 10 years old.

**Smart Grid Meters and Load Control** **\$2,000,000**

This project provides an end-to-end solution for wireless smart grid and advanced metering. It will provide the ability to manage and monitor our electrical service customers by utilizing high speed, standards-based communications to access real-time data. In addition to advanced metering, this project will also provide updated load control devices, thermostats, and street light control hardware. The software provides meter data, network, load control, streetlight, and outage and customer portal management all in one easy to use platform.

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**FY 2022-23**

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**Electric Line Truck – Replacement** **\$285,400**

This request is to replace one Electric Line truck (Unit #200). The Digger Derrick is a specialized vehicle required for the installation of both overhead and underground electrical equipment. At time of replacement, the truck will be over 10 years old.





## Green Level Substation

\$1,700,000

The Green Level area is expected to add more than 2,100 new homes and associated services in the next few years. To support this scale of development, we will initially need to build a new 80 MVA substation with one 40 MVA Power Transformer installed. Having the electrical capacity ready in the form of a new substation (and distribution lines) will help ensure that we can provide reliable electrical service to this area.

## Horizon

### East Williams Street Substation

\$5,075,000

Two-year total

As Veridea begins to develop along East Williams Street, near the East Williams Substation, we will need to improve our ability to serve this area. This project consists of approved development of 2.2 million square feet of mixed-used commercial development, 500,000 square feet of office development, and 4,000 residential units located on approximately 1,000 acres. To support this scale of development, the Town would need to add two 40 MVA Power Transformers to the East Williams Substation to provide the additional capacity and reduce delivery point charges from Duke Energy. This project contains two phases. Phase I will install one 40 MVA transformer and Phase II, will add the second 40 MVA transformer.



## Electric Fund Summary

The table below shows the total of the capital needs for the Electric Fund element and the revenue sources proposed to support these needs. Local revenue is indicative of the need for current year revenue supported funding for some projects/purchases in each year.

At this time, no issuance of additional debt is projected to be needed to meet the capital needs described above.



Electric Fund							
Electric Utility Project	FY20-21	FY21-22	FY22-23	FY23-24	FY24-25	Future Years	Total Capital Cost
Bucket Truck - Replacement	235,450						235,450
Electric Office Facility - Phase II	550,000						550,000
Laura Duncan Substation Upgrades	575,000						575,000
Electric Line Truck - Replacement		285,400	285,400				570,800
Smart Grid Meters and Load Control		2,000,000					2,000,000
Green Level Substation					1,700,000		1,700,000
East Williams Street Substation						5,075,000	5,075,000
<b>Total</b>	<b>1,360,450</b>	<b>2,285,400</b>	<b>285,400</b>	<b>-</b>	<b>1,700,000</b>	<b>5,075,000</b>	<b>10,706,250</b>
<b>Revenues</b>	<b>FY20-21</b>	<b>FY21-22</b>	<b>FY22-23</b>	<b>FY23-24</b>	<b>FY24-25</b>	<b>Future Years</b>	<b>Total</b>
Local Revenues/Retained Earnings	1,360,450	2,285,400	285,400	-	1,700,000	5,075,000	10,706,250

## Section 5: Water and Sewer Utility

Projects assigned to the Water and Sewer Utility element are funded through the Water and Sewer Enterprise Fund. This fund only pays for projects related to the water and sewer system, and not for projects related to the electric fund, or any General Fund related project.

The types of capital projects that qualify for this fund include main additions and replacements, water/wastewater treatment plant renovations/expansions, filter rehabilitation, pump station additions, and major maintenance of infrastructure. They also include equipment necessary to maintain the system.

The icon below signifies the Water and Sewer Utility element, and is located on the top right corner of the pages that are associated with these projects.







## Water and Sewer Element Projects

**Projects Funded:** Construction and improvement of water and sewer infrastructure. These projects include main additions and replacements, water/wastewater treatment plant renovations/ expansions, filter rehabilitation, pump station additions, and major maintenance of this infrastructure.

**Peak Plan 2030 Recommendation:** Continue to assess, plan, and fund infrastructure needs through a capital improvement program and manage growth through utility investments.

*Our water and sewer utilities face increasing demands for maintenance and improvements in order to serve current and future needs. Our wastewater treatment plant treats a portion of the wastewater generated in Apex, with the remainder going to the new regional plant in New Hill.*



The table below shows each of the projects submitted for consideration in this year's CIP process and the estimated cost of the project in each fiscal year of the plan.

Water-Sewer Project	FY20-21	FY21-22	FY22-23	FY23-24	FY24-25	Future Years	Total Capital Cost
Apex Peakway - Salem Street Interchange Water Lines	100,000						100,000
Chatham Street - Water Line Replacement	350,000						350,000
Elevated Water Storage Tank - 1.5 MG	850,000	3,443,000					4,293,000
Lawrence Crossing Sewer Rehabilitation	575,000						575,000
Middle Creek - Sunset Hills Pump Station Renovation	1,065,000						1,065,000
Miscellaneous Water Main Connections	650,000	925,000	350,000				1,925,000
Salem Street Water Main Rehabilitation	200,000						200,000
Western Transmission Main - Phase II	500,000						500,000
Advanced Metering Infrastructure (AMI)		900,000					900,000
Barscreen Replacement		265,000					265,000
Beaver Creek Commons Gravity Sewer Extension		1,115,000					1,115,000
Big Branch 2 Pump Station and Force Main		1,200,000	16,400,000	20,400,000			38,000,000
Combo Truck - Replacement		420,000					420,000
Utility Relocation - NC Highway 55		700,000	700,000	750,000			2,150,000
Utility Relocation - Ten Ten Road (SR1010)		25,000	600,000	975,000		900,000	2,500,000
Utility Relocation - US Highway 64		100,000	1,100,000	1,300,000			2,500,000
Cash-Perkins Outfall						650,000	650,000
Old Raleigh Road - Water Line Replacement						3,600,000	3,600,000
Cary Projects Sub-Total	1,288,000	58,100	483,000	230,000		21,781,000	23,840,100
WWRWRF Sub-Total	50,000	93,500	195,500	274,800		535,500	1,149,300
<b>Total</b>	<b>5,628,000</b>	<b>9,244,600</b>	<b>19,828,500</b>	<b>23,929,800</b>	<b>-</b>	<b>27,466,500</b>	<b>86,097,400</b>



**Apex Peakway – Salem Street Interchange Water Lines** **\$100,000**

This project provides additional funding for an existing project involving relocation of a 12 inch DIP water line on Apex Peakway north of Salem Street, a new 16 inch water line on Apex Peakway south of Salem Street, and a new 20 inch water line on Salem Street. If this project is not funded then key loops in the water system will not be completed per the master plan. This line will improve the performance of the Tingen Road Elevated Water Storage Tank.

**Chatham Street – Water Line Replacement** **\$350,000**

This project provides additional funding for an existing water line replacement project on Chatham Street. The scope has been amended to include roadway widening and sidewalk connection. The pedestrian improvements portion of this project is incorporated into the General Fund Transportation Element of the CIP document.

**Elevated Water Storage Tank – 1.5 MG** **\$4,293,000**  
Two-year total

Year one of this project includes \$850,000 for the engineering and design of an estimated \$4.29 million project to construct a 1.5 million gallon elevated storage tank to ensure we meet the State's minimum requirement for elevated storage.

**Lawrence Crossing Sewer Rehabilitation** **\$575,000**

This project will replace an aging 24 inch gravity sewer outfall with a new 12 inch sewer line. The 24 inch line formerly conveyed over half of the Town's sewer flow. The completion of the Western Wake Regional Water Reclamation Facility (WRF) in 2014 diverted most of this flow. It is more cost effective to replace and downsize to a 12 inch line than to install a liner in the 24 inch pipe.

**Middle Creek - Sunset Hills Pump Station Renovation** **\$1,065,000**

This project includes renovation of the existing Middle Creek - Sunset Hills Pump Station. The renovation includes installing a new, deeper wetwell that will allow the pump station to serve the area to the northeast including the future school site. Pumps will be updated to carry the additional area flow and meet the new pumping requirements of the new Middle Creek Regional Pump Station.

**Miscellaneous Water Main Connections** **\$1,925,000**  
Three-year total

This project includes a variety of water main extensions and interconnections that are identified as development projects are approved and installed. These interconnections are gaps in the water system that are typically just outside of what is required to be installed by the developer. Making these connections increase fire flow capacity and allow water to flow in multiple paths, reducing water age and increasing water quality.

**Salem Street Water Main Rehabilitation** **\$200,000**  
(Highway 55 to Chatham Street)

This project rehabilitates 2,800 feet of existing water line along Salem Street from NC 55 to Chatham Street. The project will clean and coat the existing 6 inch water line under Salem Street which will increase available flow in the area. Work will require the Town to provide temporary water service to customers connected to the existing line while the main line is undergoing rehab.



## Western Transmission Main – Phase II

\$500,000

(Kelly Road Park to Apex BBQ)

Phase II of the Western Transmission Main Project includes the following sections: 1,000 feet of 24-inch waterline on Kelly Road from Olive Chapel Elementary School to Kelly Road Park, and 2,500 feet of 24-inch waterline from Kelly Road Park Pump station to Apex BBQ Road. The primary purpose of Phase II work is to provide adequate water flow at a manageable pressure to the entire water system as western portions of Apex, south of Olive Chapel Road, develop and demand grows. This work will also ensure that adequate flow and proper velocities are maintained in the other areas of Apex as growing demand to the west pulls water in that direction.

### FY 2021-22

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## Advanced Metering Infrastructure (AMI)

\$900,000

This project continues to deploy AMI interfaces for all water meters. Upgrading to AMI technology will allow staff to take meter readings from a fixed location and have the readings enter directly into billing software. Phases 2 -5 include funds to transition to AMI and continue replacement of meters older than 10 years old. Tied with our proposed electric meter replacement, this project will allow us to deploy an advanced outage management system to greatly improve service to our customers.

## Barscreen Replacement

\$265,000

This project will replace one existing bar screen at the Wastewater Treatment facility's headworks. The existing bar screen is 30 years old and approaching the end of its life cycle. Better technology is available that will provide more efficient removal of debris from the wastewater, resulting in increased capacity and reducing maintenance costs.

## Beaver Creek Commons Gravity Sewer Extension

\$1,115,000

Recent development projects near Kelly Road have upgraded and extended gravity sewer from the Abbington Subdivision to I-540. Currently, there is a gap between I-540 and the Beaver Creek Crossings Pump Station. The land between is part of a large lot subdivision (Chapel Ridge) with little potential for redevelopment. This project would involve decommissioning the Beaver Creek Crossings Pump Station and constructing approximately 2,100 feet of 12 inch gravity sewer line and manholes to complete the system. Not funding this project will require continued maintenance of the pump station.

## Big Branch 2 Pump Station and Force Main

\$38,000,000

Three-year total

This project includes construction of Big Branch Pump Station (capacity of 3 million gallons per day) and approximately 6 miles of 30 inch force main that will discharge at the Western Wake Regional WRF. This infrastructure is needed to serve the Big Branch Basin, which is generally located in the triangle between I-540, US 1, and NC 55.

## Combo Truck – Replacement

\$420,000

This project will replace a combination vacuum truck (Unit #97) in the Town's current fleet that will be over 12 years old at time of replacement.





## Utility Relocation – NC Highway 55

**\$2,150,000**

Three-year total

This project includes utility relocations to accommodate NC Department of Transportation's (NCDOT) widening of NC Highway 55. The Town has existing water and sewer utilities within the right-of-way, including 12 inch and 6 inch water lines, fire hydrants, valves, water service lines, 8 inch gravity sewer lines, manholes, and water and sewer service laterals that will be in conflict with NCDOT's proposed road widening. Utilities in conflict have to be relocated to prevent disruption of utility service to customers within the construction corridor. This project also includes an extension of 12 inch line down NC 55 under the railroad trestle to create new loop in distribution system.

## Utility Relocation – Ten Ten Road (SR1010)

**\$2,500,000**

Four-year Total

This project includes utility relocations to accommodate NC Department of Transportation's widening of Ten Ten Road/Center Street to Kildaire Farm Road. The Town has existing water and sewer utilities within the right-of-way, including 12 inch and 16 inch water lines, fire hydrants, valves, water service lines, and 6 and 8 inch force mains that will be in conflict with NCDOT's proposed road widening. Utilities in conflict have to be relocated to prevent disruption of utility service to customers within the construction corridor.

## Utility Relocation – US Highway 64

**\$2,500,000**

Three-year Total

This project includes extending a 12 inch water line down Laura Duncan Road, under US 64, and tie-in to the existing 12 inch water line that runs parallel with US 64. In addition, utility relocations are needed to accommodate US 64 improvements. Existing Town utilities within the corridor include 8, 10, and 12 inch water lines, 14 inch force main and 8-10 inch gravity sewers. If the 12 inch water line is not extended across US 64, the Town will have flow issues in this area and continue to have to flush because of the dead-end lines. These lines are flushed routinely to keep up the proper disinfectant levels for water quality purposes.

## Horizon

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### Cash-Perkins Outfall

**\$650,000**

This project includes construction of a gravity sewer main extending through the Cash-Perkins property, connecting to the future Upper Middle Creek Gravity Interceptor and regional pump station to construct for Horton Park. This gravity sewer will allow both the Cash-Perkins and Pinnacle Park Pump Stations to be taken off line, resulting in a reduction of approximately \$50,000 in annual maintenance costs. This project is in compliance with the adopted Master Sewer Plan.

### Old Raleigh Road – Water Line Replacement

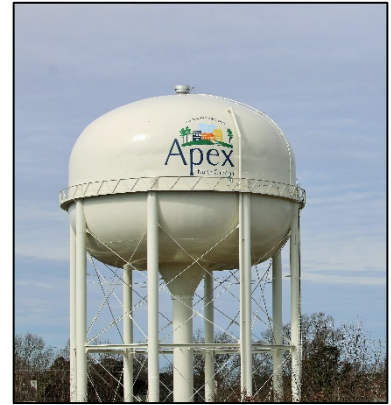
**\$3,600,000**

The 10 inch water main in Old Raleigh Road was installed in the early 1960s and is now surpassing the designed 50-year life expectancy. Of additional concern are the improvements to Old Raleigh Road that have taken place over the years, subjecting this pipe to increasing vibration and stress from vehicle traffic. Research shows that expansive clay soil, which is found in Apex, contributes to pipe failure, particularly in the smaller diameters like the existing 10 inch line. While we do have redundancy, a pipe failure along this line would require an inordinate number of other valves and loops to be closed.

## Water and Sewer Fund Summary

The table below shows the total of the capital needs for the Water and Sewer Fund element and the revenue sources proposed to support these needs. Local revenue is indicative of the need for current year revenue supported funding for some projects/ purchases in each year.

At this time, no issuance of additional debt is projected to be needed to meet the capital needs described above.



Water-Sewer Fund							
Water-Sewer Project	FY20-21	FY21-22	FY22-23	FY23-24	FY24-25	Future Years	Total Capital Cost
Apex Peakway - Salem Street Interchange Water Lines	100,000						100,000
Chatham Street - Water Line Replacement	350,000						350,000
Elevated Water Storage Tank - 1.5 MG	850,000	3,443,000					4,293,000
Lawrence Crossing Sewer Rehabilitation	575,000						575,000
Middle Creek - Sunset Hills Pump Station Renovation	1,065,000						1,065,000
Miscellaneous Water Main Connections	650,000	925,000	350,000				1,925,000
Salem Street Water Main Rehabilitation	200,000						200,000
Western Transmission Main - Phase II	500,000						500,000
Advanced Metering Infrastructure (AMI)		900,000					900,000
Barscreen Replacement		265,000					265,000
Beaver Creek Commons Gravity Sewer Extension		1,115,000					1,115,000
Big Branch 2 Pump Station and Force Main		1,200,000	16,400,000	20,400,000			38,000,000
Combo Truck - Replacement		420,000					420,000
Utility Relocation - NC Highway 55		700,000	700,000	750,000			2,150,000
Utility Relocation - Ten Ten Road (SR1010)		25,000	600,000	975,000		900,000	2,500,000
Utility Relocation - US Highway 64		100,000	1,100,000	1,300,000			2,500,000
Cash-Perkins Outfall						650,000	650,000
Old Raleigh Road - Water Line Replacement						3,600,000	3,600,000
Cary Projects Sub-Total	1,288,000	58,100	483,000	230,000		21,781,000	23,840,100
WWRWRF Sub-Total	50,000	93,500	195,500	274,800		535,500	1,149,300
<b>Total</b>	<b>5,628,000</b>	<b>9,244,600</b>	<b>19,828,500</b>	<b>23,929,800</b>	<b>-</b>	<b>27,466,500</b>	<b>86,097,400</b>
Revenues	FY20-21	FY21-22	FY22-23	FY23-24	FY24-25	Future	Total
Local Revenues/Capital Reserve	5,628,000	9,244,600	19,828,500	23,929,800	-	27,466,500	86,097,400

## Section 6: Project Funding Detail

The following pages contain project funding details.



## Transportation

ID #	Project Cost	2020-21	2021-22	2022-23	2023-24	2024-25	Future	Total
PW&T 1	<b>Annual Pavement Management</b>	<b>1,821,000</b>	<b>1,871,000</b>	<b>1,950,000</b>	<b>2,025,000</b>	<b>2,100,000</b>	<b>2,200,000</b>	<b>11,967,000</b>
	- Intergovernmental Funds (Powell Bill Revenues)	1,421,000	1,450,000	1,479,000	1,509,000	1,539,000	1,570,000	8,968,000
	- General Fund / Capital Outlay	400,000	421,000	155,000	516,000	561,000	630,000	2,683,000
	- Designated Capital Funds	-	-	316,000	-	-	-	316,000
PW&T 2	<b>Annual Miscellaneous Road and Sidewalk Improvements</b>	<b>200,000</b>	<b>200,000</b>	<b>200,000</b>	<b>200,000</b>	<b>200,000</b>	<b>200,000</b>	<b>1,200,000</b>
	- General Fund / Capital Outlay	200,000	200,000	200,000	200,000	200,000	200,000	1,200,000
PW&T 3	<b>Annual Miscellaneous Drainage Improvements</b>	<b>100,000</b>	<b>100,000</b>	<b>100,000</b>	<b>100,000</b>	<b>100,000</b>	<b>100,000</b>	<b>600,000</b>
	- General Fund / Capital Outlay	100,000	100,000	100,000	100,000	100,000	100,000	600,000
PW&T 4	<b>Jessie Drive Phase I &amp; Phase II</b>	-	-	<b>7,500,000</b>	<b>1,500,000</b>	-	<b>12,000,000</b>	<b>21,000,000</b>
	- General Fund / Capital Outlay	-	-	-	1,500,000	-	-	1,500,000
	- Grants	-	-	-	-	-	6,000,000	6,000,000
	- Public-Private Partnership	-	-	-	-	-	2,000,000	2,000,000
	- General Obligation Bonds	-	-	7,500,000	-	-	4,000,000	11,500,000
PW&T 5	<b>GPS Emergency Vehicle Preemption</b>	-	<b>260,000</b>	<b>160,000</b>	<b>160,000</b>	<b>160,000</b>	-	<b>740,000</b>
	- Designated Capital Funds	-	238,500	160,000	160,000	160,000	-	718,500
	- General Fund / Capital Outlay	-	21,500	-	-	-	-	21,500
PW&T 6	<b>NC 55 Sidewalk &amp; Enhancement Cost Share (U-2901)</b>	-	-	-	-	<b>2,000,000</b>	-	<b>2,000,000</b>
	- General Fund / Capital Outlay	-	-	-	-	2,000,000	-	2,000,000
PW&T 7	<b>GoApex Route 1</b>	<b>630,000</b>	-	-	-	-	-	<b>630,000</b>
	- General Fund / Capital Outlay	203,000	-	-	-	-	-	203,000
	- Grants	427,000	-	-	-	-	-	427,000
PW&T 8	<b>US 64 Sidewalk &amp; Enhancement Cost Share (U-5301)</b>	-	-	-	-	<b>2,000,000</b>	-	<b>2,000,000</b>
	- General Fund / Capital Outlay	-	-	-	-	2,000,000	-	2,000,000
PW&T 9	<b>Ten Ten Road/Center Street Sidewalk &amp; Enhancement</b>	-	-	-	-	-	<b>2,000,000</b>	<b>2,000,000</b>
	- Designated Capital Funds	-	-	-	-	-	945,000	945,000
	- General Obligation Bonds	-	-	-	-	-	1,055,000	1,055,000
PW&T 10	<b>Center Street Railroad Crossing Improvements &amp; Sidewalk</b>	-	-	-	<b>100,000</b>	<b>700,000</b>	-	<b>800,000</b>
	- Designated Capital Funds	-	-	-	100,000	178,500	-	278,500
	- General Fund / Capital Outlay	-	-	-	-	521,500	-	521,500
PW&T 11	<b>Chatham Street Railroad Crossing Improvements &amp; Sidewalk</b>	-	-	-	<b>100,000</b>	<b>700,000</b>	-	<b>800,000</b>
	- Designated Capital Funds	-	-	-	100,000	178,500	-	278,500
	- General Fund / Capital Outlay	-	-	-	-	521,500	-	521,500
PW&T 12	<b>West Williams Street Sidewalk</b>	-	-	-	<b>70,000</b>	<b>500,000</b>	-	<b>570,000</b>
	- Designated Capital Funds	-	-	-	70,000	100,000	-	170,000
	- Grants	-	-	-	-	400,000	-	400,000

## Transportation (cont.)

ID #	Project Cost	2020-21	2021-22	2022-23	2023-24	2024-25	Future	Total
PW&T 13	<b>Davis Drive at Salem Church Road Realignment</b>	-	-	-	-	500,000	6,000,000	6,500,000
	- General Fund / Capital Outlay	-	-	-	-	500,000	1,255,000	1,755,000
	- General Obligation Bonds	-	-	-	-	-	1,945,000	1,945,000
	- Grants	-	-	-	-	-	2,800,000	2,800,000
PW&T 14	<b>Stephenson Road High School Improvements Cost Share</b>	-	-	-	1,000,000	-	-	1,000,000
	- General Fund / Capital Outlay	-	-	-	1,000,000	-	-	1,000,000
PW&T 15	<b>Pavement Management Backlog</b>	-	5,000,000	5,000,000	-	-	-	10,000,000
	- General Obligation Bonds	-	5,000,000	5,000,000	-	-	-	10,000,000
PW&T 16	<b>Salem Street Downtown Streetscape &amp; Resurfacing</b>	300,000	-	2,500,000	-	-	-	2,800,000
	- General Fund / Capital Outlay	300,000	-	2,500,000	-	-	-	2,800,000
PW&T 17	<b>Saunders Street Parking Lot Expansion</b>	50,000	1,200,000	-	-	-	-	1,250,000
	- General Fund / Capital Outlay	50,000	1,200,000	-	-	-	-	1,250,000
PW&T 18	<b>Lynch Street Extension</b>	-	-	-	550,000	-	-	550,000
	- General Fund / Capital Outlay	-	-	-	457,000	-	-	457,000
	- Designated Capital Funds	-	-	-	93,000	-	-	93,000
PW&T 20	<b>Beaver Creek Commons Drive at Zeno Road Improvements</b>	500,000	-	-	-	-	-	500,000
	- General Fund / Capital Outlay	252,000	-	-	-	-	-	252,000
	- Designated Capital Funds	248,000	-	-	-	-	-	248,000
PW&T 21	<b>Richardson Road Mitigation</b>	570,000	-	-	-	-	-	570,000
	- General Fund / Capital Outlay	570,000	-	-	-	-	-	570,000
PW&T 22	<b>Chatham Street Improvements</b>	953,000	-	-	-	-	-	953,000
	- General Fund / Capital Outlay	572,000	-	-	-	-	-	572,000
	- Grants	381,000	-	-	-	-	-	381,000
SRTS	<b>Safe Routes to School</b>	525,000	565,000	610,000	570,000	460,000	-	2,730,000
	- Designated Capital Funds	352,000	378,500	409,000	382,000	308,000	-	1,829,500
	- Grants	173,000	186,500	201,000	188,000	152,000	-	900,500
PW&T 28	<b>Production Drive Extension</b>	-	400,000	4,000,000	-	-	-	4,400,000
	- General Fund / Capital Outlay	-	400,000	-	-	-	-	400,000
	- General Obligation Bonds	-	-	4,000,000	-	-	-	4,000,000
PW&T 29	<b>Downtown Alley Improvements</b>	250,000	250,000	-	-	-	-	500,000
	- Designated Capital Funds	250,000	250,000	-	-	-	-	500,000
PW&T 30	<b>Apex Peakway Southwest Connector</b>	25,000,000	-	-	-	-	-	25,000,000
	- General Obligation Bonds	12,000,000	-	-	-	-	-	12,000,000
	- Grants	12,500,000	-	-	-	-	-	12,500,000
	- General Fund / Capital Outlay	500,000	-	-	-	-	-	500,000
PW&T 31	<b>Apex Peakway North Widening</b>	-	-	-	-	-	5,000,000	5,000,000
	- General Obligation Bonds	-	-	-	-	-	5,000,000	5,000,000

## Parks, Recreation & Cultural Resources

ID #	Project Cost	2020-21	2021-22	2022-23	2023-24	2024-25	Future	Total
PR 1	<b>Beaver Creek Greenway - Phase II</b>	<b>2,435,000</b>	-	-	-	-	-	<b>2,435,000</b>
	- Designated Capital Funds	2,435,000	-	-	-	-	-	2,435,000
PR 2	<b>Middle Creek Greenway - Phase II Construction/Phase III Design</b>	<b>2,128,000</b>	-	-	-	-	-	<b>2,128,000</b>
	- Grants	1,544,700	-	-	-	-	-	1,544,700
	- Designated Capital Funds	583,300	-	-	-	-	-	583,300
PR 3	<b>Pleasant Park - Phase III</b>	<b>5,750,000</b>	-	-	-	-	-	<b>5,750,000</b>
	- Grants	5,000,000	-	-	-	-	-	5,000,000
	- Designated Capital Funds	750,000	-	-	-	-	-	750,000
PR 4	<b>Jaycee Park Expansion</b>	-	-	-	<b>99,825</b>	<b>998,250</b>	-	<b>1,098,075</b>
	- General Fund / Capital Outlay	-	-	-	99,825	998,250	-	1,098,075
PR 5	<b>Environmental Education Center</b>	-	-	<b>100,000</b>	<b>1,100,000</b>	-	-	<b>1,200,000</b>
	- General Fund / Capital Outlay	-	-	100,000	-	-	-	100,000
	- Designated Capital Funds	-	-	-	1,100,000	-	-	1,100,000
PR 6	<b>Apex Community Park Parking Lot Expansion</b>	-	-	-	-	<b>665,500</b>	-	<b>665,500</b>
	- General Fund / Capital Outlay	-	-	-	-	665,500	-	665,500
PR 7	<b>Apex Nature Park/Seymour Athletic Fields Parking Lot Expansion</b>	-	-	<b>957,000</b>	-	-	-	<b>957,000</b>
	- General Fund / Capital Outlay	-	-	957,000	-	-	-	957,000
PR 8	<b>Dredge Apex Community Park Lake</b>	-	-	-	-	-	<b>3,660,000</b>	<b>3,660,000</b>
	- Installment Purchase / Capital Lease	-	-	-	-	-	3,660,000	3,660,000
PR 9	<b>Olive Farm Park Design</b>	-	-	-	-	-	<b>5,500,000</b>	<b>5,500,000</b>
	- Installment Purchase / Capital Lease	-	-	-	-	-	5,500,000	5,500,000
PR 10	<b>Northwest Wimberly Road Park Design</b>	-	-	-	-	-	<b>5,500,000</b>	<b>5,500,000</b>
	- Installment Purchase / Capital Lease	-	-	-	-	-	5,500,000	5,500,000

## Public Safety

ID #	Project Cost	2020-21	2021-22	2022-23	2023-24	2024-25	Future	Total
PS 2	<b>Fire Engine Replacement - Station 3</b>	-	<b>740,000</b>	-	-	-	-	<b>740,000</b>
	- General Fund / Capital Outlay	-	740,000	-	-	-	-	740,000
PS 3	<b>Aerial Apparatus to Replace Ladder 4</b>	-	-	<b>1,400,000</b>	-	-	-	<b>1,400,000</b>
	- General Fund / Capital Outlay	-	-	1,400,000	-	-	-	1,400,000
PS 4	<b>Rescue Retrieval Van</b>	-	<b>165,000</b>	-	-	-	-	<b>165,000</b>
	- General Fund / Capital Outlay	-	165,000	-	-	-	-	165,000
PS 5	<b>Engine 31 - Replacement</b>	-	-	-	<b>675,000</b>	-	-	<b>675,000</b>
	- General Fund / Capital Outlay	-	-	-	675,000	-	-	675,000
PS 6	<b>Fire Pumper for Olive Farm Station</b>	-	-	-	-	-	<b>800,000</b>	<b>800,000</b>
	- General Fund / Capital Outlay	-	-	-	-	-	800,000	800,000



Public Facilities								
ID #	Project Cost	2020-21	2021-22	2022-23	2023-24	2024-25	Future	Total
PF 1	<b>Mechanical Upgrades to Police Department &amp; Cultural Arts Center</b>	<b>180,000</b>	-	-	-	-	-	<b>180,000</b>
	- General Fund / Capital Outlay	180,000	-	-	-	-	-	180,000
PF 2	<b>Town Hall Remodel</b>	-	<b>550,000</b>	-	-	-	-	<b>550,000</b>
	- General Fund / Capital Outlay	-	550,000	-	-	-	-	550,000
PF 3	<b>Town Fiber Optic Expansion</b>	<b>130,000</b>	<b>75,000</b>	-	-	-	-	<b>205,000</b>
	- General Fund / Capital Outlay	130,000	75,000	-	-	-	-	205,000
PF 4	<b>Tunstall House Restoration</b>	<b>100,000</b>	<b>835,000</b>	-	-	-	-	<b>935,000</b>
	- General Fund / Capital Outlay	100,000	835,000	-	-	-	-	935,000
PF 5	<b>Public Safety Station 3 Relocation</b>	-	<b>4,000,000</b>	-	-	-	-	<b>4,000,000</b>
	- Installment Purchase / Capital Lease	-	4,000,000	-	-	-	-	4,000,000
PF 6	<b>Town Campus Parking Lot Resurfacing</b>	-	-	<b>470,000</b>	-	-	-	<b>470,000</b>
	- General Fund / Capital Outlay	-	-	470,000	-	-	-	470,000
PF 7	<b>Vehicle Storage Shed &amp; Brine Building</b>	-	-	<b>23,500</b>	<b>235,500</b>	-	-	<b>259,000</b>
	- General Fund / Capital Outlay	-	-	23,500	235,500	-	-	259,000
PF 8	<b>Police Department Addition/Renovation</b>	-	-	-	-	<b>500,000</b>	<b>6,400,000</b>	<b>6,900,000</b>
	- General Fund / Capital Outlay	-	-	-	-	500,000	-	500,000
	- Installment Purchase / Capital Lease	-	-	-	-	-	6,400,000	6,400,000
PF 9	<b>Land Purchase for Affordable Housing</b>	-	-	-	-	-	<b>500,000</b>	<b>500,000</b>
	- General Fund / Capital Outlay	-	-	-	-	-	500,000	500,000
PF 10	<b>Fire Administration Building</b>	-	-	-	-	-	<b>2,000,000</b>	<b>2,000,000</b>
	- General Fund / Capital Outlay	-	-	-	-	-	2,000,000	2,000,000
PF 11	<b>Repurpose Depot Parking</b>	-	-	<b>250,000</b>	<b>2,000,000</b>	-	-	<b>2,250,000</b>
	- General Fund / Capital Outlay	-	-	250,000	2,000,000	-	-	2,250,000
PF 13	<b>Public Works Campus Parking Lot Resurfacing</b>	-	-	-	<b>500,000</b>	-	-	<b>500,000</b>
	- General Fund / Capital Outlay	-	-	-	500,000	-	-	500,000
PF 14	<b>Fire Station 7</b>	-	-	-	-	<b>750,000</b>	<b>5,325,000</b>	<b>6,075,000</b>
	- General Fund / Capital Outlay	-	-	-	-	750,000	-	750,000
	- Installment Purchase / Capital Lease	-	-	-	-	-	5,325,000	5,325,000
PF 15	<b>Station 1 Rebuild</b>	-	<b>450,000</b>	<b>4,750,000</b>	-	-	-	<b>5,200,000</b>
	- Designated Capital Funds	-	450,000	537,000	-	-	-	987,000
	- Installment Purchase / Capital Lease	-	-	4,150,000	-	-	-	4,150,000
	- General Fund / Capital Outlay	-	-	63,000	-	-	-	63,000
PF 16	<b>Eva Perry Library</b>	-	<b>438,000</b>	-	-	-	-	<b>438,000</b>
	- General Fund / Capital Outlay	-	438,000	-	-	-	-	438,000
IT 3	<b>Police Data Center Infrastructure Upgrades &amp; Additions</b>	<b>175,000</b>	-	-	-	-	-	<b>175,000</b>
	- General Fund / Capital Outlay	175,000	-	-	-	-	-	175,000

## Public Works and Environmental Services

ID #	Project Cost	2020-21	2021-22	2022-23	2023-24	2024-25	Future	Total
PW 1	<b>Leaf Truck - Replacement</b>	<b>206,000</b>	<b>206,000</b>	-	-	-	<b>206,000</b>	<b>618,000</b>
	- General Fund / Capital Outlay	206,000	206,000	-	-	-	206,000	618,000
PW 2	<b>Leaf Truck - Addition</b>	-	<b>212,000</b>	-	-	-	-	<b>212,000</b>
	- General Fund / Capital Outlay	-	212,000	-	-	-	-	212,000
PW 4	<b>Motor Grader - Replacement</b>	-	<b>250,000</b>	-	-	-	-	<b>250,000</b>
	- General Fund / Capital Outlay	-	250,000	-	-	-	-	250,000
PW 5	<b>Chipper Truck - Replacement</b>	-	<b>165,000</b>	-	-	-	-	<b>165,000</b>
	- General Fund / Capital Outlay	-	165,000	-	-	-	-	165,000
PW 6	<b>Dump Truck - Addition</b>	-	<b>130,000</b>	<b>130,000</b>	-	-	-	<b>260,000</b>
	- General Fund / Capital Outlay	-	130,000	130,000	-	-	-	260,000
PW 7	<b>Grapple Truck - Replacement</b>	-	-	-	<b>195,000</b>	-	-	<b>195,000</b>
	- General Fund / Capital Outlay	-	-	-	195,000	-	-	195,000
PW 10	<b>Street Sweeper - Replacement</b>	-	-	-	<b>275,000</b>	-	-	<b>275,000</b>
	- General Fund / Capital Outlay	-	-	-	275,000	-	-	275,000
PW 12	<b>Mini Excavator - Addition</b>	-	-	-	<b>120,000</b>	-	-	<b>120,000</b>
	- General Fund / Capital Outlay	-	-	-	120,000	-	-	120,000
PW 13	<b>Backhoe - Replacement</b>	-	-	<b>150,000</b>	-	-	-	<b>150,000</b>
	- General Fund / Capital Outlay	-	-	150,000	-	-	-	150,000

**Town of Apex, North Carolina**  
**FY 2020 – 2021 Annual Budget**  

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**Capital Project Ordinance Amendment 2020-17**

**Street Improvements Project Fund**

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

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

Federal Grants	\$ 554,000
Transfer from General Fund	\$ 2,244,000
Transfer from Transportation Reserve	\$ 850,000
<b>Total Revenues</b>	<b>\$ 3,648,000</b>

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

Apex Peakway Southwest Connector (CIP)	\$ 500,000
Beaver Creek Commons Drive at Zeno Road Improvements	\$ 500,000
Chatham Street Improvements	\$ 953,000
Downtown Alley Improvements	\$ 250,000
Richardson Road Mitigation	\$ 570,000
Safe Routes to School	\$ 525,000
Salem Street Downtown Streetscape & Resurfacing	\$ 300,000
Saunders Street Parking Lot Expansion	\$ 50,000
<b>Total Expenditures</b>	<b>\$ 3,648,000</b>

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

Adopted this the 2nd day of June, 2020.

Attest:

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

\_\_\_\_\_  
Donna B. Hosch, Town Clerk



**Town of Apex, North Carolina**  
**FY 2020 – 2021 Annual Budget**  

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**Capital Project Ordinance Amendment 2020-18**

**Water/Sewer Capital Project Fund**

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

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

Interest Earned	\$ 275,000
Developer Reimbursements	\$ 400,000
Transfer from Water/Sewer Fund	\$ 550,000
Transfer from Water Sewer Reserve (HB 463)	\$ 3,753,000
<b>Total Revenues</b>	<b>\$ 4,978,000</b>

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

Apex Peakway - Salem Street Interchange Water Lines	\$ 100,000
Chatham Street - Water Line Replacement	\$ 350,000
Elevated Water Storage Tank - 1.5 MG	\$ 850,000
Lawrence Crossing Sewer Rehab	\$ 575,000
Middle Creek - Sunset Hills Pump Station Renovation	\$ 1,065,000
Salem Street Water Main Rehabilitation	\$ 200,000
Western Transmission Main - Phase II	\$ 500,000
Town of Cary Projects	\$ 1,288,000
WWRWRF	\$ 50,000
<b>Total Expenditures</b>	<b>\$ 4,978,000</b>

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

Adopted this the 2nd day of June, 2020.

Attest:

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

\_\_\_\_\_  
Donna B. Hosch, Town Clerk

**Town of Apex, North Carolina**  
**FY 2020 – 2021 Annual Budget**  

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**Capital Project Ordinance Amendment 2020-19**

**Electric Capital Project Fund**

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

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

Transfer from Electric Fund	\$ 1,125,000
<b>Total Revenues</b>	<b>\$ 1,125,000</b>

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

Electric Office Facility	\$ 550,000
Laura Duncan Substation Upgrades	\$ 575,000
<b>Total Expenditures</b>	<b>\$ 1,125,000</b>

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

Adopted this the 2nd day of June, 2020.

Attest:

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

\_\_\_\_\_  
Donna B. Hosch, Town Clerk

**Town of Apex, North Carolina**  
**FY 2020 – 2021 Annual Budget**  

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**Capital Project Ordinance Amendment 2020-20**

**Recreation Capital Project Fund**

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

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

Transfer from Recreation Reserve	\$ 3,768,300
<b>Total Revenues</b>	<b>\$ 3,768,300</b>

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

Pleasant Park - Phase III	\$ 750,000
Middle Creek Greenway	\$ 583,300
Beaver Creek Greenway Construction	\$ 2,435,000
<b>Total Expenditures</b>	<b>\$ 3,768,300</b>

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

Adopted this the 2nd day of June, 2020.

Attest:

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

\_\_\_\_\_  
Donna B. Hosch, Town Clerk



**Town of Apex, North Carolina**  
**FY 2020 – 2021 Annual Budget**  

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**Capital Project Ordinance Amendment 2020-21**

**General Capital Project Fund**

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

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

Transfer from General Fund	\$ 1,480,000
<b>Total Revenues</b>	<b>\$ 1,480,000</b>

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

Tunstall House	\$ 100,000
Cash Site Property	\$ 750,000
GoApex Bus Stop Improvements	\$ 630,000
<b>Total Expenditures</b>	<b>\$ 1,480,000</b>

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

Adopted this the 2nd day of June, 2020.

Attest:

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

\_\_\_\_\_  
Donna B. Hosch, Town Clerk