AGENDA | REGULAR TOWN COUNCIL MEETING

Tuesday, August 11, 2026 at 6:00 PM
Council Chambers - Apex Town Hall, 73 Hunter Street
The meeting will adjourn when all business is concluded or 11:00 PM, whichever comes first

Governing Body and Town Senior Executive Leadership

Mayor: Jacques K. Gilbert | Mayor Pro Tempore: Terry Mahaffey
Council Members: Edward Gray, Arno Zegerman, Shane Reese, Sue Mu
Town Manager: Randal E. Vosburg
Deputy Town Manager: Shawn Purvis
Assistant Town Managers: Demetria John and Marty Stone
Town Clerk: Allen L. Coleman | Interim Town Attorney: Brian Meyer

English	Spanish	Chinese (Simplified)
ANNOUNCEMENTS Members of the public can access and view the meeting on the Town's YouTube Channel https://www.youtube.com/c/TownofApexGov or attend in-person. The meeting date, start time, and location details are included at the top of this agenda document.	**ANUNCIOS** Las personas interesadas pueden acceder y ver la reunión a través del canal de YouTube de la Ciudad en https://www.youtube.com/c/TownofApexGov o asistir en persona. En la parte superior de este documento de agenda se indican la fecha, la hora de inicio y la ubicación de la reunión.	**公告** 公众可通过镇政府的YouTube频道 https://www.youtube.com/c/TownofApexGov 在线旁听会议，或选择现场参与。会议日期、开始时间及地点详情见本议程文件顶部。
Accommodation Statement: Anyone needing special accommodations to attend this meeting and/or if this information is needed in an alternative format, please contact the Town Clerk's Office. The Town Clerk is located at 73 Hunter Street in Apex Town Hall on the 2nd Floor, (email) allen.coleman@apexnc.org or (phone) 919-249-1260.	**Aviso sobre adaptaciones:** Si necesita adaptaciones especiales para asistir a esta reunión o requiere esta información en un formato alternativo, comuníquese con la Oficina del Secretario Municipal, ubicada en el segundo piso del Ayuntamiento de Apex, en 73 Hunter Street, por correo electrónico a través de allen.coleman@apexnc.org o llamando al 919-249-1260.	**便利服务声明：** 如需特殊便利服务以参加本次会议，或需要将本信息提供为其他格式，请联系镇书记官办公室。 办公地址：Apex镇政务厅二楼（Hunter街73号） 邮箱：allen.coleman@apexnc.org 电话：919-249-1260

COMMENCEMENT, INVOCATION, AND PLEDGE OF ALLEGIANCE

The Town of Apex values and celebrates diversity and inclusion. We see diversity as a strength that binds our community together – inviting members from different faith communities to deliver the invocation at the beginning of our Council meetings, supports this unity. Recognizing that not everyone practices the same traditions, we welcome you to have a private moment of silence.
Please stand as you are able for the Pledge of Allegiance

ANNOUNCEMENTS AND PETITIONS BY THE GOVERNING BODY

Members of the governing body may use this time to share updates on a variety of different topics or submit petitions for future consideration with the entire board and the community.

ADOPTION OF THE MEETING AGENDA

The Mayor will call for additional Agenda items from Council or Staff and set the Regular Meeting Agenda prior to Council actions. Items to be pulled or added should be submitted to the Town Clerk in advance of the meeting.

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 Advisory Board Attendance Reports 2026 – Quarter 2

Ashley Gentry, Deputy Town Clerk, Town Clerk's Office

CN2 Agreement - Fit3D, Inc. – Law Enforcement Officer (LEO) Wellness Program Body Scan Software Subscription and Terms of Use - June 30, 2027

Trevor Materasso, Deputy Chief, Apex Police Department (APD)

CN3 Agreement – Chatham County and Town of Apex – Interlocal Agreement for Collection of Property Taxes Fiscal Year 2026-27 and Associated Resolution Authorizing Execution

Jon Griffin, Director, Finance Department

CN4 Agreement Multi-Year - Axon Inc. for Aire Drone Sense Program and Interview Room Camera System - through June 30, 2030

Trevor Materasso, Deputy Chief, Apex Police Department (APD)

CN5 Agreement Multi-Year - Charles R. Underwood Inc. - On-Call Master Services Agreement (MSA) - Emergency Sewer Pump Station Repairs - through July 31, 2029

Jonathan Jacobs, P.E., Director, Water Resources Department

CN6 Agreement Multi-Year - CITI, Inc. - On Call Master Services Agreement (MSA) - Repair of Instrumentation and Control System needs at Town of Apex Water and Sewer Distribution Systems and Water Reclamation Facility - through June 30, 2029

Jonathan Jacobs, P.E., Director, Water Resources Department

CN7 Agreement Multi-Year - J & D Tree Pros, Inc. - On-Call Master Services Agreement (MSA) - Tree Trimming, Removal and Stump Grinding Services - through June 30, 2029

Jonathan Jacobs, Director, Water Resources Department

CN8 Agreement Multi-Year - LeadsOnline, LLC - PowerPlus Investigation System - effective through June 30, 2029

Trevor Materasso, Deputy Chief, Apex Police Department (APD)

CN9 Agreement Multi-Year - MHC Software LLC - Cloud Based Document Self Service for Town Employees - through August 30, 2029

Jon Griffin, Director, Finance Department

CN10 Agreement Multi-Year - Sanford Electrical Contractors, Inc. - On Call Master Services Agreement (MSA) - Emergency Electric Services - Bulk Water Station, Generators and Control Panels at Pump Stations, and Metal Fabrication for Protecting Vital Equipment - through July 31, 2029

Jonathan Jacobs, P.E., Director, Water Resources Department

CN11 Agreement Multi-Year Renewal - Teladoc Health (BetterHelp) - Telehealth and Online Health Coaching Services for Apex Police Department - through June 30, 2029

Trevor Materasso, Deputy Chief, Apex Police Department (APD)

CN12 Agreement Ratification - CentralSquare Technologies, LLC - CAD-to-CAD Unify Software - through June 30, 2027

Trevor Materasso, Deputy Chief, Apex Police Department (APD)

CN13 Annexation No. 821 - Ashburn Development - 0 Mt Zion Church Road (Previously Approved Rezoning Case No. 24CZ10) - 16.290 acres

Allen Coleman, Town Clerk

CN14 Annexation No. 830 - 3305 Olive Chapel Road - Associated Rezoning Case No. 26CZ05 - 3.662 acres

Allen Coleman, Town Clerk

CN15 Annexation No. 832 - Town of Apex - 0 Perry Road and 0 and 930 South Hughes Street - 7.995 acres

Allen Coleman, Town Clerk

CN16 Annexation No. 834 - 2809 Evans Road - 1.33 acres

Allen Coleman, Town Clerk

CN17 Annexation No. 835 - 0 Pine Plaza Drive - 5.670 acres

Allen Coleman, Town Clerk

CN18 Budget Amendment No. 1 - Police Management Training Program, a Mobility Solutions Study, and the Apex Mobility Hub Phase 1 Design

Jessica Hoffman, Director, Budget and Performance Management Department

CN19 Construction Contract Award - Sunrock Industries, LLC dba Carolina Sunrock, LLC. - Jessie Drive Phase 1

Amir Nezarati, Transportation Engineering Manager, Transportation and Infra. Dev. Dept.

CN20 Contract Multi-Year - Liberty Waste - Acceptance of Yard Waste (excluding grass) through August 14, 2031

John Mullis, Director, Public Works Department

CN21 Council Meeting Minutes – Various

Allen Coleman, Town Clerk

CN22 Memorandum of Understanding (MOU) between the Town of Apex, City of Raleigh, Town of Cary, Go Triangle, County of Wake, Town of Morrisville, JCATS, and CAMPO - Utilization of Sub-Allocated Raleigh Urbanized Area (RZA) Federal Funds to Support GoApex Transit Services

Katie Schwing, Senior Long-Range Planner – Transit, Planning Department

CN23 Personnel Policy Amendments – Collection of Insurance Premiums while on FMLA and Employment of Relatives Clarification

Karmen McGee, Director, Human Resources Department

CN24 Resolution Amendment - Peak Resilience and Wellbeing Task Force - Membership Expansion

Councilmember Sue Mu, Governing Body

CN25 Rezoning Case No. 25CZ23 Horton Park PUD Amendment - Statement and Ordinance

Joshua Killian, Planner III, Planning Department

CN26 Surplus Badge and Service Weapon – Apex Police Officer Alex Cossifos - Retired Effective August 1, 2026

Gregory Pawluk, Captain, Apex Police Department

CN27 Tax Report - May 2026

Allen Coleman, Town Clerk

TOWN COUNCIL COMMITTEE REPORTS – *None Anticipated*

TOWN MANAGER'S REPORT

TM1 Future of Fire Station No. 1 and Proposed Market Analysis and Feasibility Study

Chief Tim Herman, Apex Fire Department

Joanna Helms, Director, Economic Development Department

TM2 **Downtown Apex Business Promotion Strategy through December 2026**

Randy Vosburg, Town Manager

TOWN CLERK'S REPORT

TC1 **Appointments – Board of Adjustment (BOA)**

Allen Coleman, Town Clerk

TC2 **Appointments – Board of Adjustment (BOA) – Vice-Chair**

Allen Coleman, Town Clerk

TC3 **Appointments – Culture and Arts Advisory Board (CAAB) – Chair and Vice-Chair**

Allen Coleman, Town Clerk

PUBLIC ART MOMENT QUARTERLY – *None Scheduled*

The quarterly public art moment spotlights local creativity, reflects community voices, and supports informed decisions that strengthen a vibrant and growing cultural landscape. The purpose of this item is to bring awareness and appreciation of local artist.

PROCLAMATIONS / SPECIAL PRESENTATIONS – *None Scheduled*

PUBLIC FORUM

Public Forum allows the public an opportunity to address the Mayor and Town Council. The speaker is requested not to address items that appear as Public Hearings. 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.
Members of the public are encouraged to view the Public Forum and Public Hearing Participation Guidelines.

PUBLIC HEARINGS

PH1 **Annexation No. 831 – 2412 Olive Chapel Road – 3.03 acres – APPLICANT HAS REQUESTED CONTINUANCE TO THURSDAY, SEPTEMBER 10, 2026**

Dianne Khin, Director, Planning Department

PH2 **Annexation No. 828 – 2913 Evans Road – 0.570 acres**

Thomas Rayle, Planner II, Planning Department

AND

PH3 **Rezoning Case No. 26CZ04 2913 Evans Road**

Thomas Rayle, Planner II, Planning Department

PH4 **Rezoning Case No. 26CZ03 Veridea SD Plan Amendment Wake Tech Conlon Campus**

Bruce Venable, Planner III, Planning Department

REGULAR MEETING AGENDA

RA1 Budget Amendment No. 2 – Future of Fire Station No. 1 and Proposed Market Analysis and Feasibility Study

Randy Vosburg, Town Manager, Town Manager's Office

INFORMATIONAL ITEMS

Information items focus on educating and bringing awareness to matters or topics that do not require immediate decision or action. Information items are for informational purposes only and may not be discussed as part of the business meeting.

CLOSED SESSION

Council will enter into closed session pursuant to:

CS1 Joanna Helms, Economic Development Director

NCGS §143-318.11(a)(4):

"To discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body, including agreement on a tentative list of economic development incentives that may be offered by the public body in negotiations"

CS2 Joanna Helms, Economic Development Director

NCGS §143-318.11(a)(4):

"To discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body, including agreement on a tentative list of economic development incentives that may be offered by the public body in negotiations"

CS3 Joanna Helms, Economic Development Director

NCGS §143-318.11(a)(4):

"To discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body, including agreement on a tentative list of economic development incentives that may be offered by the public body in negotiations"

CS4 Karmen McGee, Human Resources Director

NCGS §143-318.11(a)(6):

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

CS5 Allen Coleman, Town Clerk

NCGS §143-318.11(a)(1):

"To prevent the disclosure of information that is privileged or confidential pursuant to the law of this State or of the United States, or not considered a public record within the meaning of Chapter 132 of the General Statutes."

ADJOURNMENT

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: August 11, 2026

Item Details

Presenter(s): Ashley Gentry, Deputy Town Clerk

Department(s): Town Clerk's Office

Requested Motion

Motion to receive and accept the Resident Advisory Board attendance reports for Quarter Two (2) for calendar year 2026, covering April 1, 2026 through June 30, 2026.

Approval Recommended?

Yes

Item Details

The Town of Apex has six (6) active resident advisory boards that are established to provide expert advice, guidance, and recommendations to the elected body on specific focus areas or identified Town priorities. Each of the resident advisory boards are listed below:

- Culture and Arts Advisory Board (formerly Public Art Committee)
- Board of Adjustment (BOA)
- Environmental Advisory Board (EAB)
- Multimodal Transportation Advisory Board (formerly Transit Advisory Committee)
- Parks and Recreation Advisory Board (PRAB)
- Planning Board

During the June 24, 2025, Regular Town Council Meeting, the Town Council adopted the new Resident Advisory Board Administrative Policy which requires a quarterly report to the elected body on resident advisory board members attendance. In addition, the attendance section of this policy references the following:

- Missing three (3) consecutive meetings shall be cause for dismissal
- Missing twenty-five (25%) of meetings within a twelve (12) month period shall be cause for dismissal

Following the acceptance of this report, the Town Clerk shall send warning letters to the following individuals who have attended seventy-five percent (75%) or less of the meetings held in calendar year 2025 **or** members who have missed a significant number of meetings in calendar year 2025 thus far and identified to be "at risk" for removal.

Members identified below in **RED** have exceed the allowable number of absences and are recommended for removal based on the previously adopted administrative policy. Members will have the option to resign before being removed and an opportunity to review the records and dispute any inaccuracies.

Resident Advisory Board	Member	Meetings Attended % YTD 2026	Notes
Board of Adjustment (BOA)	**NONE**	**N/A**	**N/A**
Culture and Arts Advisory Board (CAAB)	**NONE**	**N/A**	**N/A**
Environmental Advisory Board (EAB)	**NONE**	**N/A**	**N/A**
Multimodal Transportation Advisory Board (MTAB)	**NONE**	**N/A**	**N/A**
Parks and Recreation Advisory Board (PRAB)	**NONE**	**N/A**	**N/A**
Planning Board**	**Stanley, Renita**	58%	Missed 5 of 12 Meetings Held

Attachments

- CN1-A1: Board of Adjustment Attendance Report 2025 – Quarter 4 – Reference Only
- CN1-A2: Board of Adjustment Attendance Report 2026 – Quarter 2
- CN1-A3: Culture and Arts Advisory Board Attendance Report 2025 – Quarter 4 – Reference Only
- CN1-A4: Culture and Arts Advisory Board Attendance Report 2026 – Quarter 2
- CN1-A5: Environmental Advisory Board Attendance Report 2025 – Quarter 4 – Reference Only

- CN1-A6: Environmental Advisory Board Attendance Report 2026 – Quarter 2
- CN1-A7: Multimodal Transportation Advisory Board Attendance Report 2025 – Quarter 4 – Reference Only
- CN1-A8: Multimodal Transportation Advisory Board Attendance Report 2026 – Quarter 2
- CN1-A9: Parks and Recreation Advisory Board Attendance Report 2025 – Quarter 4 – Reference Only
- CN1-A10: Parks and Recreation Advisory Board Attendance Report 2026 – Quarter 2
- CN1-A11: Planning Board Attendance Report 2025 – Quarter 4 – Reference Only
- CN1-A12: Planning Board Attendance Report 2026 – Quarter 2

Board of Adjustment - Attendance Report 2025

Advisory Board	Last Name	First Name	Position	June 2025 (Present/Absent)	July 2025 (Present/Absent)	August 2025 (Present/Absent)	September 2025 (Present/Absent)	October 2025 (Present/Absent)	November 2025 (Present/Absent)	December 2025 (Present/Absent)	Total Held	Total Attended	Total Missed	Attendance % YTD - 2025	Notes
Board of Adjustment	Angel	Casey	3rd Alternate	NA	NA	NA	NA	NA	Present	Cancelled Meeting	7	1	0		Appointed in October 2025
Board of Adjustment	Carmac	Robert	Chair	Cancelled Meeting	Cancelled Meeting	Present	Present	Cancelled Meeting	Present	Cancelled Meeting	7	7	0	100%	
Board of Adjustment	Hart	William	Vice-Chair	Cancelled Meeting	Cancelled Meeting	Present	Present	Cancelled Meeting	Present	Cancelled Meeting	7	7	0	100%	
Board of Adjustment	Hollenbeck	William (Pat)	1st Alternate	Cancelled Meeting	Cancelled Meeting	*Absent*	Present	Cancelled Meeting	*Absent*	Cancelled Meeting	7	5	2	71%	Note: Alternate Members are encouraged to attend all meeting but not required.
Board of Adjustment	Pai	Umesh	Board Member	Cancelled Meeting	Cancelled Meeting	Present	Present	Cancelled Meeting	Present	Cancelled Meeting	7	7	0	100%	
Board of Adjustment	Sayers	Michael	Board Member	Cancelled Meeting	Cancelled Meeting	Present	Present	Cancelled Meeting	Present	Cancelled Meeting	7	7	0	100%	
Board of Adjustment	Sico	Heidi-Marie	2nd Alternate	Cancelled Meeting	Cancelled Meeting	*Absent*	Present	Cancelled Meeting	*Absent*	Cancelled Meeting	7	4	3	57%	Note: Alternate Members are encouraged to attend all meeting but not required.
Board of Adjustment	Stocks	Ross	Board Member	Cancelled Meeting	Cancelled Meeting	Present	Present	Cancelled Meeting	Present	Cancelled Meeting	7	6	1	86%	
Board of Adjustment	Taylor	Tracy	**INACTIVE**	Cancelled Meeting	Cancelled Meeting	Present	NA	NA	NA	NA	NA	NA	NA	NA	Term Expired
Total Members Present	**8**			**0**	**0**	**6**	**7**		**5**						

Town Staff	Last Name	First Name	Position	June 2025 (Present/Absent)	July 2025 (Present/Absent)	August 2025 (Present/Absent)	September 2025 (Present/Absent)	October 2025 (Present/Absent)	November 2025 (Present/Absent)	December 2025 (Present/Absent)	Total Held	Total Attended		Attendance % YTD - 2025	Notes
Current Planning Manager	Bunce	Amanda	Professional Staff	Cancelled Meeting	Cancelled Meeting	NA	NA	Cancelled Meeting	NA	Cancelled Meeting	7	1			
Town Clerk	Coleman	Allen	Professional Staff	Cancelled Meeting	Cancelled Meeting	NA	Present	Cancelled Meeting	Present	Cancelled Meeting	7	2			Overview of December Work Session
Senior Planner	Cowles	June	Professional Staff	Cancelled Meeting	Cancelled Meeting	Present	Present	Cancelled Meeting	Present	Cancelled Meeting	7	7			
Deputy Town Clerk	Gentry	Ashley	Professional Staff	Cancelled Meeting	Cancelled Meeting	NA	Present	Cancelled Meeting	Present	Cancelled Meeting	7	2			Overview of December Work Session
Planner 1	Staudenmaier	Lauren	Board Liaison	Cancelled Meeting	Cancelled Meeting	Present	NA	Cancelled Meeting	NA	Cancelled Meeting	7	7			
Assistant Town Attorney	Welch	Chris	Professional Staff	Cancelled Meeting	Cancelled Meeting	Present	Present	Cancelled Meeting	Present	Cancelled Meeting	7	6			
Planner II	Baker	Nick	Board Liaison	NA	NA	NA	Present	Cancelled Meeting	NA	Cancelled Meeting	7	1			

Board of Adjustment - Attendance Report 2026 - Quarter 2

Advisory Board	Last Name	First Name	Position	January 2026 (Present/Absent)	February 2026 (Present/Absent)	March 2026 (Present/Absent)	April 2026 (Present/Absent)	May 2026 (Present/Absent)	June 2026 (Present/Absent)	Total Held	Total Attended	Total Missed	Attendance % YTD - 2026	Notes
BOA-001	Carmac	Robert	Chair	Cancelled Meeting	Present	Present	Present	Cancelled Meeting	Present	4	4	0	100%	
BOA-002	Gerhard	Billy	Regular Member	Cancelled Meeting	**NA**	**NA**	**NA**	Cancelled Meeting	Present	1	1	0	100%	Gerherd effective 6/1/2026
BOA-002	Hart	William	Vice-Chair	Cancelled Meeting	Present	Present	Present	Cancelled Meeting	**NA**	3	3	0	100%	Mr. Hart Resigned due to deployment - his last meeting was 4/2026 and Billy Gerherd took his term effect. 6/1/26
BOA-003	Barnes	Aaron	*Alternate 3*	Cancelled Meeting	**NA**	**NA**	Present	Cancelled Meeting	Present	2	2	0	100%	Aaron Barnes effective April 1, 2026. / Note: Alternate Members are encouraged to attend all meeting but not required.
BOA-004	Sayers	Michael	Regular Member	Cancelled Meeting	Present	***Absent***	Present	Cancelled Meeting	Present	4	3	1	75%	
BOA-005	Hollenbeck	William (Pat)	Regular Member	Cancelled Meeting	Present	Present	Present	Cancelled Meeting	Present	4	4	0	100%	
BOA-006	Angel	Casey	*Alternate 2*	Cancelled Meeting	Present	Present	Present	Cancelled Meeting	Present	4	4	0	100%	Note: Alternate Members are encouraged to attend all meeting but not required.
BOA-007	Pai	Umesh	Regular Member	Cancelled Meeting	Present	Present	Present	Cancelled Meeting	Present	4	4	0	100%	
BOA-008	Sico	Heidi-Marie	*Alternate 1*	Cancelled Meeting	Present	Present	***Absent***	Cancelled Meeting	***Absent***	4	2	2	50%	Note: Alternate Members are encouraged to attend all meeting but not required.
Total Members Present	**8**			**0**	**7**	**6**	**7**	**0**	**7**					

Town Staff	Last Name	First Name	Position	January 2026 (Present or NA)	February 2026 (Present or NA)	March 2026 (Present or NA)	April 2026 (Present/Absent)	May 2026 (Present/Absent)	June 2026 (Present/Absent)	Total Held	Total Attended	Total Missed	Attendance % YTD - 2026	Notes
Town Clerk	Coleman	Allen	Professional Staff	Cancelled Meeting	NA	NA	NA	Cancelled Meeting	NA	4				
Senior Planner	Cowles	June	Professional Staff	Cancelled Meeting	Present	Present	Present	Cancelled Meeting	Present	4				
Planner II	Rayle	Thomas	Professional Staff	Cancelled Meeting	Present	Present	Present	Cancelled Meeting	Present	4				
Deputy Town Clerk	Gentry	Ashley	Professional Staff	Cancelled Meeting	Present	Present	Present	Cancelled Meeting	Present	4				
Assistant Town Attorney	Welch	Chris	Professional Staff	Cancelled Meeting	Present	Present	Present	Cancelled Meeting	Present	4				

Culture and Arts Advisory Board - Attendance Report 2025

Advisory Board	Last Name	First Name	Position	June 2025 (Present/Absent)	July 2025 (Present/Absent)	August 2025 (Present/Absent)	September 2025 (Present/Absent)	October 2025 (Present/Absent)	November 2025 (Present/Absent)	December 2025 (Present/Absent)	Total Held	Total Attended	Total Missed	Attendance % YTD - 2025	Notes
Culture and Arts Advisory Board	Ambrose	Aspen	Board Member	NA	No Meeting In July	Staff Meeting	NA	NA	Present	Present	9	2	0	100%	New Member started November 2025
Culture and Arts Advisory Board	Barnes	Aaron	Board Member	NA	No Meeting In July	Staff Meeting	NA	NA	Present	Present	9	2	0	100%	Partial Term - Replaced Lafayette - started November
Culture and Arts Advisory Board	Bryant	Bethany	Board Member	Present	No Meeting In July	Staff Meeting	Present	Present	Present	Present	9	9	0	100%	
Culture and Arts Advisory Board	Colwell	Tom	Chair	Present	No Meeting In July	Staff Meeting	Present	Present	Present	Present	9	8	1	89%	
Culture and Arts Advisory Board	Durham	Sean	Vice-Chair	Present	No Meeting In July	Staff Meeting	Present	Present	Present	Present	9	6	3	67%	
Culture and Arts Advisory Board	Pritchard	Ewan	**INACTIVE**	*Absent*	No Meeting In July	Staff Meeting	NA	NA	NA	NA	9	2	3	22%	Term ended/member resigned July 2025
Culture and Arts Advisory Board	Erickson	Bradley	Board Member	Present	No Meeting In July	Staff Meeting	Present	Present	Present	Present	9	8	1	89%	
Culture and Arts Advisory Board	Kirley	Susan	Board Member	Present	No Meeting In July	Staff Meeting	Present	Present	Present	Present	9	7	2	78%	
Culture and Arts Advisory Board	Trawick	Lafayette	**INACTIVE**	Present	No Meeting In July	Staff Meeting	*Absent*	Present	NA	NA	9	5	3	56%	Terminated - October was last meeting replaced by Aaron Barnes
Culture and Arts Advisory Board	Hota	Ranjit	Board Member	NA	No Meeting In July	Staff Meeting	Present	Present	*Absent*	*Absent*	9	4	2	50%	New member starts July 2025
Culture and Arts Advisory Board	Corsetti	Juliana	Youth(Voting)	NA	No Meeting In July	Staff Meeting	Present	Present	Present	Present	9	5	0	100%	New member starts July 2025
Total Members Present	**9**			**6**			**7**	**8**	**8**						
Town Staff	**Last Name**	**First Name**	**Position**	**June 2025 (Present/Absent**	**July 2025 (Present/Absent)2**	**August 2025 (Present/Absent)**	**September 2025 (Present/Absent)**	**October 2025 (Present/Absent)**	**November 2025 (Present/Absent)**	**December 2025 (Present/Absent)**	**Total Held**	**Total Attended**		**Attendance % YTD - 2025**	**Notes**
Town Clerk	Coleman	Allen	Staff	NA	No Meeting In July	Present	NA	NA	NA	NA		3			
Deputy Town Clerk	Gentry	Ashley	Staff	Present	No Meeting In July	NA	NA	NA	NA	NA		2			
Cultural Arts Center Manager	Wray	Taylor	Board Liaison	Present	No Meeting In July	*Absent*	Present	Present	Present	Present		5			

Culture and Arts Advisory Board - Attendance Report 2026 - Quarter 2

Advisory Board	Last Name	First Name	Position	January 2026 (Present/Absent)	February 2026 (Present/Absent)	March 2026 (Present/Absent)	April 2026 (Present/Absent)	May 2026 (Present/Absent)	June 2026 (Present/Absent)	Total Held	Total Attended	Total Missed	Attendance % YTD - 2026	Notes
CAAB-001	Colwell	Tom	Chair	Cancelled Meeting	Present	Cancelled Meeting	Present	Cancelled Meeting	Present	3	3	0	100%	
CAAB-002	Bryant	Bethany	Board Member	Cancelled Meeting	Present	Cancelled Meeting	Present	Cancelled Meeting	Present	3	3	0	100%	
CAAB-003	Durham	Sean	Vice-Chair	Cancelled Meeting	Present	Cancelled Meeting	Present	Cancelled Meeting	Present	3	3	0	100%	
CAAB-004	Erickson	Bradley	Board Member	Cancelled Meeting	Present	Cancelled Meeting	Present	Cancelled Meeting	Present	3	3	0	100%	
CAAB-005	Kirley	Susan	Board Member	Cancelled Meeting	Present	Cancelled Meeting	Present	Cancelled Meeting	Present	3	3	0	100%	
CAAB-006	Ambrose	Aspen	Board Member	Cancelled Meeting	***Absent***	Cancelled Meeting	Present	Cancelled Meeting	Present	3	2	1	67%	
CAAB-007	Harrien	Darryl	Board Member	Cancelled Meeting	Present	Cancelled Meeting	Present	Cancelled Meeting	Present	2	2	0	100%	Aaron Barnes transferred to BOA 4/26 and Darryl Harrien took his partial term 4/26
CAAB-008	Hota	Ranjit	Board Member	Cancelled Meeting	Present	Cancelled Meeting	Present	Cancelled Meeting	Present	3	3	0	100%	
CAAB-009	Corsetti	Juliana	Youth(Voting)	Cancelled Meeting	Present	Cancelled Meeting	Present	Cancelled Meeting	***Absent***	3	2	1	67%	
Total Members Present	**9**			**0**	**8**	**0**	**9**	**0**	**8**					

Town Staff	Last Name	First Name	Position	January 2026 (Present or NA)	February 2026 (Present or NA)	March 2026 (Present or NA)	April 2026 (Present/Absent)	May 2026 (Present/Absent)	June 2026 (Present/Absent	Total Held	Total Attended	Total Missed	[redacted]	Notes
Town Clerk	Coleman	Allen	Staff	Cancelled Meeting	N/A	Cancelled Meeting	NA	Cancelled Meeting	NA	3	[redacted]			
Deputy Town Clerk	Gentry	Ashley	Staff	Cancelled Meeting	N/A	Cancelled Meeting	NA	Cancelled Meeting	NA	3				
Cultural Arts Center Manager	Wray	Taylor	Professional Liaison	Cancelled Meeting	Present	Cancelled Meeting	Present	Cancelled Meeting	Present	3				

Environmental Advisory Board - Attendance Report 2025

Advisory Board	Last Name	First Name	Position	June 2025 (Present/Absent)	July 2025 (Present/Absent)	August 2025 (Present/Absent)	September 2025 (Present/Absent)	October 2025 Special Meeting (Present/Absent)	October 2025 Regular Meeting (Present/Absent)	November 2025 (Present/Absent)	December 2025 (Present/Absent)	Total Held	Total Attended	Total Missed	Attendance % YTD - 2025	Notes
Environmental Advisory Board	Adams	Patrick	Board Member	Present	Present	Absent	Cancelled Meeting	Absent	Present	Absent	Present	11	6	5	55%	
Environmental Advisory Board	Crowell	Sean	Board Member	Present	Present	Present	Cancelled Meeting	Present	Present	Present	Present	11	9	2	82%	
Environmental Advisory Board	Garrison	John	Vice-Chair	Present	Present	Present	Cancelled Meeting	Absent	Present	Present	Present	11	10	1	91%	
Environmental Advisory Board	Efird	Adam	INACTIVE	NA	NA	NA	Cancelled Meeting	NA	NA	NA	NA	NA	NA	NA	NA	Term ended in December 2024 - replacement appointed June 2025
Environmental Advisory Board	Jenson	Bill	Board Member	Present	Present	Present	Cancelled Meeting	Present	Present	Present	Present	11	11	0	100%	
Environmental Advisory Board	Mason	Suzanne	Chair	Present	Present	Present	Cancelled Meeting	Present	Present	Present	Present	11	11	0	100%	
Environmental Advisory Board	Maynard	Jason	INACTIVE	NA	NA	NA	Cancelled Meeting	NA	NA	NA	NA	NA	NA	NA	NA	Term ended in December 2024 - replacement appointed June 2025
Environmental Advisory Board	Moller	Njeri	Board Member	Present	Present	Present	Cancelled Meeting	Present	Absent	Present	Present	11	10	1	91%	
Environmental Advisory Board	Villasenor	Sandra	Board Member	NA	NA	NA	Cancelled Meeting	NA	NA	Present	Present	11	2	0	18%	
Environmental Advisory Board	Schaaf	Katie	INACTIVE	Absent	Absent	Absent	Cancelled Meeting	Present	Present	NA	NA	NA	NA	NA	NA	Removed due to three consecutive absences - replaced by Sandra Villasenor
Environmental Advisory Board	Gary	Anne	Board Member	NA	Present	Present	Cancelled Meeting	Absent	Present	Present	Absent	11	4	2	36%	New Member - Started July 2025
Environmental Advisory Board	Hu	Changling	Board Member	NA	Present	Present	Cancelled Meeting	Absent	Present	Present	Present	11	5	1	45%	New Member - Started July 2025
Environmental Advisory Board	Schwegel	Mark	Board Member	NA	Present	Present	Cancelled Meeting	Present	Present	Present	Present	11	6	0	55%	New Member - Started July 2025
Environmental Advisory Board	Joshi	Dhvani	Youth (Voting)	NA	NA	NA	Cancelled Meeting	NA	NA	Present	Present	11	2	0	18%	Vacant Youth Position -Started November 2025
Total Members Present	11			6	9	8	0	6	9	10	10					

Town Staff	Last Name	First Name	Position	June 2025 (Present/Absent)	July 2025 (Present/Absent)	August 2025 (Present/Absent)	September 2025 (Present/Absent)	October 2025 (Present/Absent)	November 2025 (Present/Absent)	December 2025 (Present/Absent)	Total Held	Notes
Town Clerk	Coleman	Allen	Professional Staff	NA	NA	NA	Cancelled Meeting	NA	NA	NA	10	
Town Councilmember	Gantt	Brett	Governming Body	Present	Present	Present	Cancelled Meeting	NA	Zegerman filled in		10	
Deputy Town Clerk	Gentry	Ashley	Professional Staff	NA	NA	NA	Cancelled Meeting	NA	NA	Present	10	
Environmental Programs Coordinator	Skinner	Nora	Board Liaison	Present	Present	Present	Cancelled Meeting	Present	Present	Present	10	
	Mahaffey	Terry	Governming Body							Present	10	

Environmental Advisory Board - Attendance Report 2026 - Quarter 2

Position Number	Last Name	First Name	Position	January 2026 (Present/Absent)	February 2026 (Present/Absent)	March 2026 (Present/Absent)	April 2026 (Present/Absent)	May 2026 (Present/Absent)	June 2026 (Present/Absent)	Total Held	Total Attended	Total Missed	Attendance % YTD - 2026	Notes
EAB-001	Mason	Suzanne	Board Member	Present	Present	Present	Present	Present	CANCELLED	5	5	0	100%	
EAB-002	Hu	Changling	Board Member	Present	*Absent*	Present	Present	NA	CANCELLED	4	3	1	75%	Mr. Hu resigned effective May 2026; Courtney Landoll replaced Hu eff. 7/1
EAB-003	Villasenor	Sandra	Board Member	Present	Present	Present	*Absent*	NA	CANCELLED	4	3	1	75%	Ms. Villasenor resigned effective May 2026; Ramesh Nallavolu replaced Villasenor eff. 7/1
EAB-004	Valle	Daniel	Board Member	NA	NA	Present	Present	Present	CANCELLED	3	3	0	100%	Daniel Valle effective March 2026
EAB-005	Garrison	John	Board Member	Present	Present	Present	Present	Present	CANCELLED	5	5	0	100%	
EAB-006	Jensen	Bill	Board Member	*Absent*	Present	Present	Present	Present	CANCELLED	5	4	1	80%	
EAB-007	Gary	Anne	Board Member	Present	*Absent*	Present	Present	Present	CANCELLED	5	4	1	80%	
EAB-008	Moller	Njeri	Vice Chair	Present	Present	Present	Present	Present	CANCELLED	5	5	0	100%	
EAB-009	Ripper	Melissa	Board Member	NA	NA	Present	*Absent*	Present	CANCELLED	3	2	1	67%	Melissa Ripper effective 3/2026; replaced Sean Crowell
EAB-010	Schwegel	Mark	Chair	Present	Present	Present	Present	Present	CANCELLED	5	5	0	100%	Resigned effective June 2026; Kimberly Pierson replaced Mark eff 7/1
EAB-011	Joshi	Dhvani	Youth (Voting)	Present	Present	Present	Present	Present	CANCELLED	5	5	0	100%	
Total Members Present	11			8	7	11	9	9						

Town Staff	Last Name	First Name	Position	January 2026 (Present or NA)	February 2026 (Present or NA)	March 2026 (Present or NA)	April 2026 (Present/April)	May 2026 (Present/Absent)	June 2026 (Present/Absent)	Total Held	Total Attended	Total Missed	Attendance % YTD - 2026	Notes
Town Clerk	Coleman	Allen	Professional Staff	Present	NA	Present	NA	NA	CANCELLED	5				
Deputy Town Clerk	Gentry	Ashley	Professional Staff	NA	NA	NA	Present	Present	CANCELLED	5				
Mayor Pro-Tempore	Mahaffey	Terry	Governing Body	Present	Present	Present	Present	Present	CANCELLED	5				
Environmental Programs Coordinator	Skinner	Nora	Board Liaison	Present	Present	Present	Present	Present	CANCELLED	5				
Planner III	Vanable	Bruce	Professional Staff	Present	Present	Present	Present	Present	CANCELLED	5				

Multimodal Transportation Advisory Board - Attendance Report 2025

Advisory Board	Last Name	First Name	Position	July 2025 (Present/Absent)	September 2025 (Present/Absent)	November 2025 (Present/Absent)	Total Held	Total Attended	Total Missed	Attendance % YTD - 2025	Notes
Multimodal Transportation Advisory Board	Ahler	Jennifer	Board Member	NA	Cancelled Meeting	*Absent*	4	0	1	0%	New Member Starts October 2025
Multimodal Transportation Advisory Board	Barrett	Linda	Chair	Present	Cancelled Meeting	Present	4	4	0	100%	
Multimodal Transportation Advisory Board	Brunner	Elizabeth	Board Member	NA	Cancelled Meeting	Present	4	1	0	100%	New Member Starts October 2025
Multimodal Transportation Advisory Board	Bryant	Nick	INACTIVE	Present	Cancelled Meeting	NA	NA	NA	NA	NA	Maxed Term Limit
Multimodal Transportation Advisory Board	Kirley	Patrick	Board Member	Present	Cancelled Meeting	Present	4	4	0	100%	
Multimodal Transportation Advisory Board	Perry	Wendy	Board Member	Present	Cancelled Meeting	*Absent*	4	3	1	75%	
Multimodal Transportation Advisory Board	Werking	Andrew	INACTIVE	Present	Cancelled Meeting	NA	NA	NA	NA	NA	Maxed Term Limit
Multimodal Transportation Advisory Board	Williams	Gaye	Board Member	Present	Cancelled Meeting	Present	4	4	0	100%	
Multimodal Transportation Advisory Board	Thoppe	Noah	Vice-Chair	NA	Cancelled Meeting	Present	4	1	0	100%	New Member Starts September 2025
Multimodal Transportation Advisory Board	Spanioli	Mark	Board Member	NA	Cancelled Meeting	Present	4	1	0	100%	New Member Starts September 2025
Multimodal Transportation Advisory Board	Kadari	Samkisha	Youth (Voting)	NA	Cancelled Meeting	Present	4	1	0	100%	New Member Starts September 2025
Total Members Present	**9**			**6**		**7**					

Town Staff	Last Name	First Name	Position	July 2025 (Present or NA)	September 2025 (Present or NA)	November 2025 (Present/Absent)	Total Held	Total Attended	[redacted]	Notes
Town Clerk	Coleman	Allen	Professional Staff	Present	Cancelled Meeting	Present	4	3		
Long-Range Planning Manager	Cox	Shannon	Professional Staff	Present	Cancelled Meeting	Present	4	4		
Town Councilmember	Gantt	Brett	Governing Body	Absent	Cancelled Meeting	Present	4	3		
Deputy Town Clerk	Gentry	Ashley	Professional Staff	Present	Cancelled Meeting	NA	4	2		
Director of Economic Development	Helms	Joanna	Professional Staff	Absent	Cancelled Meeting	NA	4	1		
Parks Planning Manager	Reincke	Angela	Professional Staff	Present	Cancelled Meeting	NA	4	3		
Sr. Planner - Long-Range Transit	Schwing	Katie	Professional Staff	Present	Cancelled Meeting	Present	4	4		
Planner II	Watson	Chris	Board Liaison	NA	Cancelled Meeting	Present	4	1		

Multimodal Transportation Advisory Board - Attendance Report 2026 - Quarter 2

Advisory Board	Last Name	First Name	Position	January 2026 (Present/Absent)	March 2026 (Present/Absent)	May 2026 (Present/Absent)	July 2026 (Present/Absent)	Total Held	Total Attended	Total Missed	Attendance % YTD - 2026	Notes
MTAB-001	Williams	Gaye	Board Member	Present	Present	Present	Present	4	4	0	100%	
MTAB-002	Toppe	Noah	Vice-Chair	Present	Present	Present	Present	4	4	0	100%	
MTAB-003	Kirley	Patrick	Board Member	Present	Present	Present	Present	4	4	0	100%	
MTAB-004	Barrett	Linda	Chair	Present	Present	*Absent*	Present	4	3	1	75%	
MTAB-005	Brunner	Elizabeth	Board Member	Present	Present	Present	Present	4	4	0	100%	
MTAB-006	Perry	Wendy	Board Member	Present	*Absent*	Present	NA	3	2	1	67%	Wendy Perry Resigned June 2026
MTAB-007	Jain	Saket	Board Member	NA	NA	Present	*Absent*	2	1	1	50%	Mark Spanioli Transferred to PB / Ranjit took term May 2026
MTAB-008	Ahler	Jennifer	Board Member	Present	Present	Present	Present	4	4	0	100%	
MTAB-009	Kadari	Samkisha	Youth (Voting)	Present	Present	Present	*Absent*	4	3	1	75%	
Total Members Present	9			8	7	8	6					

Town Staff	Last Name	First Name	Position	January 2026 (Present or NA)	March 2026 (Present/Absent)	April 2026 (Present or NA)	July 2026 (Present or NA)	Total Held	Total Attended	[redacted]	Notes
Town Clerk	Coleman	Allen	Professional Staff	Present	NA	NA	NA	4			
Long-Range Planning Manager	Cox	Shannon	Professional Staff	Present	Present	Present	Present	4			
Deputy Town Clerk	Gentry	Ashley	Professional Staff	NA	NA	NA	NA	4			
Sr. Planner - Long-Range Transit	Schwing	Katie	Professional Staff	Present	Present	Present	Present	4			
Senior Planner	Shouse	Jenna	Professional Staff	Present	Present	Present	Present	4			
Planner II	Watson	Chris	Board Liaison	Present	Present	Present	NA	4			
Town Councilmember	Zegerman	Arno	Governing Body	Present	Present	Present	NA	4			

Parks and Recreation Advisory Board - Attendance Report 2025

Advisory Board	Last Name	First Name	Position	June 2025 (Present/Absent)	July 2025 (Present/Absent)	August 2025 (Present/Absent)	September 2025 (Present/Absent)	October 2025 (Present/Absent)	November 2025 (Present/Absent)	December 2025 (Present/Absent)	Total Held	Total Attended	Total Missed	Attendance % YTD - 2025	Notes
Parks and Recreation Advisory Board	Blatchford	Mary	Board Member	Present	**No Meetings in July**	Present	Present	Present	**No Meeting in November**	*Absent*	10	9	1	90%	
Parks and Recreation Advisory Board	Carusona	Matt	**INACTIVE**	*Absent*	**No Meetings in July**	NA	NA	NA	**No Meeting in November**	NA	NA	NA	NA	NA	Term Ended in July 2025
Parks and Recreation Advisory Board	Colwell	Tom	**INACTIVE**	Present	**No Meetings in July**	NA	NA	NA	**No Meeting in November**	NA	NA	NA	NA	NA	Term Ended in July 2025 - CAAB only
Parks and Recreation Advisory Board	Croom	Jeremy	Board Member	Present	**No Meetings in July**	Present	Present	Present	**No Meeting in November**	Present	10	10	0	100%	
Parks and Recreation Advisory Board	Esterrich	Lisa	Board Member	Present	**No Meetings in July**	Present	Present	*Absent*	**No Meeting in November**	Present	10	9	1	90%	
Parks and Recreation Advisory Board	Kanters	Michael	Multiple	*Absent*	**No Meetings in July**	Present	Present	Present	**No Meeting in November**	*Absent*	10	6	4	60%	
Parks and Recreation Advisory Board	Lanier	Darryl	Chair	Present	**No Meetings in July**	Present	Present	Present	**No Meeting in November**	*Absent*	10	7	3	70%	
Parks and Recreation Advisory Board	Montoya	Lisa	Board Member	Present	**No Meetings in July**	Present	Present	Present	**No Meeting in November**	Present	10	10	0	100%	
Parks and Recreation Advisory Board	Roach	Jeff	**INACTIVE**	Present	**No Meetings in July**	NA	NA	NA	**No Meeting in November**	NA	NA	NA	NA	NA	Term Ended in July 2025
Parks and Recreation Advisory Board	Baber	Robert	Board Member	NA	**No Meetings in July**	*Absent*	Present	Present	**No Meeting in November**	Present	10	3	1	30%	New Member - Started August 2025
Parks and Recreation Advisory Board	Rao	Adhvick	Youth (Non-Voting)	NA	**No Meetings in July**	Present	Present	Present	**No Meeting in November**	Present	10	4	0	40%	New Member - Started August 2025
Parks and Recreation Advisory Board	Strickland	Johnnie	Board Member	NA	**No Meetings in July**	Present	Present	Present	**No Meeting in November**	*Absent*	10	3	1	30%	New Member - Started August 2025
Parks and Recreation Advisory Board	Vosburg	Nick	Board Member	NA	**No Meetings in July**	*Absent*	Present	Present	**No Meeting in November**	Present	10	3	1	30%	New Member - Started August 2025
Total Members Present	**10**			**7**	**0**	**8**	**10**	**9**		**6**					
Town Staff	**Last Name**	**First Name**	**Position**	**June 2025 (Present/Absent)**	**July 2025 (Present/Absent)**	**August 2025 (Present/Absent)**	**September 2025 (Present/Absent)**	**October 2025 (Present/Absent)**	**November 2025 (Present/Absent)**	**December 2025 (Present/Absent)**	**Total Held**	**Total Attended**		**Attendance % YTD - 2025**	**Notes**
Town Clerk	Coleman	Allen	Professional Staff	NA	**No Meetings in July**	NA	NA	NA	**No Meeting in November**	NA	10	2			
Deputy Town Clerk	Gentry	Ashley	Professional Staff	NA	**No Meetings in July**	NA	NA	NA	**No Meeting in November**	Present	10	3			
Executive Assistant	Pearson	Candice	Board Liaison	Present	**No Meetings in July**	Present	Present	Present	**No Meeting in November**	Present	10	10			
Planning Parks Manager	Reincke	Angela	Professional Staff	Present	**No Meetings in July**	Present	Present	Present	**No Meeting in November**	Present	10	10			
Director of PRCR	Setzer	Craig	Professional Staff	Present	**No Meetings in July**	Present	Present	Present	**No Meeting in November**	Present	10	10			

Parks and Recreation Advisory Board - Attendance Report 2026 - Quarter 2

Advisory Board	Last Name	First Name	Position	January 2026 (Present/Absent)	February 2026 (Present/Absent)	March 2026 (Present/Absent)	April 2026 (Present/Absent)	May 2026 (Present/Absent)	June 2026 (Present/Absent)	Total Held	Total Attended	Total Missed	Attendance % YTD - 2026	Notes
PRAB-001	Lanier	Darryl	Chair	Present	***Absent***	**Cancelled Meeting**	Present	Present	**Cancelled Meeting**	4	3	1	75%	
PRAB-002	Croom	Jeremy	Board Member	Present	***Absent***	**Cancelled Meeting**	Present	Present	**Cancelled Meeting**	4	3	1	75%	
PRAB-003	Blatchford	Mary	Board Member	Present	Present	**Cancelled Meeting**	Present	***Absent***	**Cancelled Meeting**	4	3	1	75%	
PRAB-004	Strickland	Johnnie	Board Member	Present	Present	**Cancelled Meeting**	Present	Present	**Cancelled Meeting**	4	4	0	100%	
PRAB-005	Baber	Robert	Board Member	Present	Present	**Cancelled Meeting**	Present	Present	**Cancelled Meeting**	4	4	0	100%	
PRAB-006	Esterrich	Lisa	Vice-Chair	Present	Present	**Cancelled Meeting**	Present	Present	**Cancelled Meeting**	4	4	0	100%	
PRAB-007	Singh	Abhishek	Board Member	**NA**	**NA**	**Cancelled Meeting**	Present	Present	**Cancelled Meeting**	2	2	0	100%	Mr. Singh filling partial term previously occupied by Michael Kanters - effective April 2026
PRAB-008	Montoya	Lisa	Board Member	***Absent***	Present	**Cancelled Meeting**	Present	Present	**Cancelled Meeting**	4	3	1	75%	
PRAB-009	Vosburg	Nick	Board Member	Present	Present	**Cancelled Meeting**	Present	Present	**Cancelled Meeting**	4	4	0	100%	
PRAB-010	Rao	Adhvik	Youth (Non-Voting)	Present	Present	**Cancelled Meeting**	Present	Present	**Cancelled Meeting**	4	4	0	100%	
Total Members Present	**10**			**8**	**7**		**10**	**9**						
Town Staff	**Last Name**	**First Name**	**Position**	**January 2026 (Present or NA)**	**February 2026 (Present or NA)**	**March 2026 (Present or NA)**	**April 2026 (Present/Absent)**	**May 2026 (Present/Absent)**	**June 2026 (Present/Absent)**	**Total Held**	**Total Attended**	**Total Missed**	**Attendance % YTD - 2026**	**Notes**
Town Clerk	Coleman	Allen	Professional Staff	NA	NA	**Cancelled Meeting**	NA	NA	**Cancelled Meeting**	4				
Deputy Town Clerk	Gentry	Ashley	Professional Staff	NA	NA	**Cancelled Meeting**	NA	Present	**Cancelled Meeting**	4				
Executive Assistant	Pearson	Candice	Board Liaison	Present	Present	**Cancelled Meeting**	Present	Present	**Cancelled Meeting**	4				
Assistant Director	Reincke	Angela	Professional Staff	NA	Present	**Cancelled Meeting**	Present	NA	**Cancelled Meeting**	4				
Director of PRCR	Setzer	Craig	Professional Staff	Present	Present	**Cancelled Meeting**	Present	Present	**Cancelled Meeting**	4				

Planning Board - Attendance Report 2025

Advisory Board	Last Name	First Name	Position	June 2025 (Present/Absent)	July 2025 (Present/Absent)	August 2025 (Present/Absent)	September 2025 (Present/Absent)	October 2025 (Present/Absent)	November 2025 (Present/Absent)	December 2025 (Present/Absent)	Total Held	Total Attended	Total Missed	Attendance % YTD - 2025	Notes
Planning Board	Byrd	Alyssa	Board Member	*Absent*	Present	Present	Present	Present	Present	Present	12	11	1	92%	
Planning Board	Braswell	Keith	Multiple	Present	Present	Present	Present	Present	Present	Present	12	12	0	100%	
Planning Board	Hastings	Jeff	Multiple	*Absent*	Present	Present	Present	Present	Present	Present	12	11	1	92%	
Planning Board	Khodaparast	Daniel	Board Member	Present	*Absent*	Present	Present	Present	*Absent*	Present	12	10	2	83%	
Planning Board	Mitchell	Preston	**INACTIVE**	Present	Present	Present	*Absent*	Present	Present	*Absent*	12	8	4	67%	Member's term ends December 2025.
Planning Board	Rhodes	Steven	Board Member	Present	Present	Present	*Absent*	Present	Present	Present	12	11	1	92%	
Planning Board	Royal	Tim	Multiple	Present	*Absent*	Present	Present	Present	Present	Present	12	10	2	83%	
Planning Board	Sherman	Tina	**INACTIVE**	Present	Absent	Present	NA	NA	NA	NA	8	6	3	75%	Resigned in September 2025
Planning Board	Yule	Kristy	Board Member	NA	NA	NA	NA	NA	Present	Present	12	2	0	100%	New member - Started November filling Tina Sherman Partial Term
Planning Board	Soh	Sarah	Board Member	Present	*Absent*	Present	Present	Present	Present	*Absent*	12	11	1	92%	
Planning Board	Petersen	Mary	Apex Historical Rep.	NA	Present	Present	Present	Present	Present	Present	6	6	0	100%	New Member - Started July 2025
Planning Board	Renita	Stanley	Youth (Non-Voting)	NA	VACANT	Vacant	NA	*Absent*	Present	*Absent*	3	1	2	33%	New Youth - Started October 2025
Total Members Present	**11**			**7**	**6**	**10**	**7**	**9**	**10**	**8**					
Town Staff	**Last Name**	**First Name**	**Position**	**June 2025 (Present/Absent)**	**July 2025 (Present/Absent)**	**August 2025 (Present/Absent)**	**September 2025 (Present/Absent)**	**October 2025 (Present/Absent)**	**November 2025 (Present/Absent)**	**December 2025 (Present/Absent)**	**Total Held**	**Total Attended**		**Attendance % YTD - 2025**	**Notes**
Current Planning Manager	Bunce	Amanda	Professional Staff	Present	Present	Present	Present	Present	Present	Present	12	9			
Director of Planning	Khin	Dianne	Professional Staff	Present	Present	Present	Present	Present	Present	Present	12	9			
Lead Planning Technician	Pederson	Jeri	Board Liaison	Present	Present	Present	Present	Present	Present	Present	12	8			
Deputy Town Clerk	Gentry	Ashley	Professional Staff	NA	NA	NA	NA	NA	Present	NA	12	2			

Planning Board - Attendance Report 2026 - Quarter 2

Advisory Board	Last Name	First Name	Position	January 2026 (Present or Absent)	January 2026 Special Meeting (Present or Absent)	February 2026 (Present/Absent)	March 2026 (Present/Absent)	April 2026 (Present/Absent)	May 2026 (Present/Absent)	June 2026 (Present/Absent)	Total Held	Total Attended	Total Missed	Attendance % YTD - 2026	Notes
PB-001	*Vacant*	*Vacant*	Board Member	NA	NA	NA	NA	NA	NA	NA	0	0	0	"	Previously occupied by Preston
PB-002	Yule	Kristy	Board Member	Present	Present	Present	Present	Present	Present	Present	7	7	0	100%	
PB-003	Spanioli	Mark	ETJ Member	NA	Tim Royal, ETJ Rep	Tim Royal, ETJ Rep	Tim Royal, ETJ Rep	**NA**	Present	Present	2	2	0	100%	Mark Spanioli filled in vacant seat of Tim Royal on 5/1/2026
PB-004	Braswell	Keith	Chair	Present	Present	Present	Present	Present	Present	Present	7	7	0	100%	
PB-005	Hastings	Jeff	Wake Co. Rep.	Present	Present	***Absent***	Present	Present	Present	Present	7	6	1	86%	
PB-006	Rhodes	Steven	Board Member	***Absent***	Present	Present	Present	Present	Present	***Absent***	7	5	2	71%	
PB-007	Soh	Sarah	Board Member	Present	***Absent***	Present	Present	Present	Present	Present	7	6	1	86%	
PB-008	Byrd	Alyssa	Board Member	Present	Present	Present	Present	Present	Present	***Absent***	7	6	1	86%	
PB-009	Khodaparast	Daniel	Board Member	Present	Present	Present	Present	Present	Present	***Absent***	7	6	1	86%	
PB-010	Petersen	Mary	Apex Historical Rep.	Present	Present	Present	Present	Present	Present	Present	7	7	0	100%	
PB-011	Renita	Stanley	Youth (Non-Voting)	Present	***Absent***	***Absent***	Present	Present	***Absent***	Present	7	4	3	57%	
Total Members Present	**11**			**8**	**8**	**8**	**10**	**9**	**9**	7					
Town Staff	**Last Name**	**First Name**	**Position**	**January 2026 (Present or NA)**	**January 2026 Special Meeting (Present or Absent)**	**February 2026 (Present or NA)**	**March 2026 (Present or NA)**	**April 2026 (Present/Absent)**	**May 2026 (Present/Absent)**	**June 2026 (Present/Absent)**	**Total Held**	**Total Attended**	**Total Missed**	**Attendance % YTD - 2026**	**Notes**
Senior Planner	Bielen	Elise	Professional Staff	NA	NA	NA	NA	Present	NA	NA	6				
Assistant Planning Director	Bunce	Amanda	Professional Staff	Present	Present	Present	Present	Present	Present	Present	6				
Traffic Engineering Manager	Dalton	Russell	Professional Staff	NA	NA	NA	Present	NA	NA	NA	6				
Deputy Town Clerk	Gentry	Ashley	Clerks Office	NA	NA	NA	NA	NA	NA	NA	6				
Director of Planning	Khin	Dianne	Professional Staff	Present	Present	Present	Present	Present	Present	Present	6				
Planner III	Killian	Joshua	Professional Staff	Present	NA	Present	Present	NA	NA	Present	6				
Lead Planning Technician	Pederson	Jeri	Board Liaison	Present	NA	Present	Present	Present	Present	NA	6				
Senior Long Range Planner	Shouse	Jena	Professional Staff	NA	NA	NA	Present	Present	NA	NA	6				
Planner III	Venable	Bruce	Professional Staff	Present	NA	NA	Present	NA	Na	NA	6				

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: August 11, 2026

Item Details

Presenter(s): Trevor Materasso, Deputy Chief

Department(s): Police

Requested Motion

Motion to approve a subscription agreement between Fit3D, Inc. and the Town of Apex, effective until June 30, 2027, for the SNAP Digital Body Scan software for the Apex Police Department's Wellness Program in the amount not to exceed $1,200, and authorize the Town Manager, or their designee, to execute on behalf of the Town.

Approval Recommended?

Yes

Item Details

The Apex Police Department is requesting approval of a one-year software subscription agreement with Fit3D, Inc. for the SNAP Digital Body Scan software. The software supports the department's employee wellness program by providing body composition assessments and fitness tracking capabilities for participating employees utilizing the existing Fit3D body scanner.

The annual subscription provides continued access to the Fit3D SNAP Starter Service Plan, including the software platform and associated services necessary to operate the existing body scanning equipment. Approval of this agreement will allow the Police Department to continue providing employees with wellness assessments, progress tracking, and reporting through the Fit3D platform.

The total annual cost of the subscription is $1,200. Funding for this agreement is available within the Police Department's approved FY 2026–2027 operating budget.

Attachments

- CN2-A1: Agreement - Fit 3D Body Scan Software Subscription

FIT3D Invoice

Invoice number SQYNEJWZ-0002

Date of issue June 26, 2026

Date due August 25, 2026

Fit3D, Inc.

4465 Granite Dr.

Suite 1041

Rocklin, California 95677 United States help@fit3d.com

Bill to

trevor.materasso@apexnc.org Apex Police Department

205 Saunders Street Apex, NC, North Carolina 27502 United States

+1 919-362-8661

Ship to

trevor.materasso@apexnc.org Apex Police Department

205 Saunders Street Apex, NC , North Carolina 27502 United States

+1 919-362-8661

$1,200.00 USD due August 25, 2026

Pay online
(https://invoice.stripe.com/i/acct_16sf5sKZVmwaNgfw/live_YWNjdF8xNnNmNXNLWlZtd2FOZ2Z3LF9VbUJNMGNVRnpXZUNRZDluUXoybFZrOXQyckJWMlhRLDE3MzAzNzU2MQ0200DIQzvF7h?s=pd)

Thanks for your business!

Pricing Quote for SNAP Digital Annual Subscription for Fit3D. By paying this invoice, you are signing up for a subscription.

View and download all invoices by visiting: fit3d.com/billing

Description	Qty	Unit price	Amount
SNAP Starter Service Plan	1	$1,200.00	$1,200.00

Subtotal $1,200.00

Total $1,200.00

Amount due $1,200.00 USD

For direct wire transfer, please use the account information below:

J.P. Morgan Chase Bank 2300 Broadway St Redwood City, CA 94063 SWIFT: CHASUS33XXX ABA Routing: 322271627

Account: 190772795

EIN Tax Number: 46-1394311

Older versions of this invoice have been voided: SQYNEJWZ-0001

Terms of Use

Last Updated: December 13, 2024

These Terms and Conditions (the "Terms"), as amended from time to time, and as incorporating the Fit3D Privacy Policy and Limited Warranty, are a legal agreement between Fit3D, Inc. ("Fit3D," "Fit3D, Inc.," "us," or "we") and you ("You"). Please read these Terms carefully because they govern the purchase and use of any hardware products from us including the Fit3D 3D Body Scanner (“Fit3D Unit”), rotating scale, charging cables and related accessories ("Products") you buy from us and services you receive from us including use of the Fit3D App and other Apps we may release from time to time and our websites including the site www.fit3d.com (the "Services”). We refer to our Products and Services as the "Fit3D Platform."

Any software installed in our Products or offered with our Products is licensed to you, not sold. You may only use this software for its normal, intended use with our Products and in accordance with the Software License section below. When we say "sell" and "purchase" in these Terms, we mean "license" and "purchase" only with respect to the non-

software elements of the Product. These Terms apply whether or not they are included with the Products sold hereunder.

BY USING THE OUR PRODUCTS AND SERVICES, YOU AGREE TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE, DO NOT USE THE SITES AND/OR THE SERVICES. WE DO NOT ACCEPT ANY CHANGES TO OR REJECTION OF THESE TERMS THAT YOU MAY COMMUNICATE TO US IN ANY FORM AND ALL SUCH CHANGES SHALL BE NULL AND OF NO EFFECT.

Minimum Age Requirements

YOU MUST BE AT LEAST 18 YEARS OF AGE TO PURCHASE AND USE OUR PRODUCTS OR SERVICES. By purchasing or ordering the Product, you represent and warrant that: (i) you are 18 years of age or older; (ii) any Order information you submit to Fit3D is truthful and accurate; (iii) you will maintain the accuracy of such information; and (iv) your use of the Product or our Services does not violate any applicable law or regulation. Fit3D may refuse a sale of a Product or access to its Services to anyone at any time, in its sole discretion for any or no reason. Additionally, you cannot access or use the Fit3D if you are barred from receiving services under applicable law or have previously been suspended or removed from the Fit3D Platform.

If you are between the ages of 13 and 18 and using the Fit3D Platform with the permission of your parent or legal guardian, or that you are an emancipated minor between the ages of 13 and 18. If you are a parent or legal guardian who is registering for a child, you hereby agree to bind your child to these Terms and to fully indemnify and hold harmless Fit3D if your child breaches or disaffirms any term or condition of these Terms. If you are using the Site on behalf of a company, you represent that you are authorized to legally bind the company to these Terms.

If Fit3D believes that you do not meet any of these requirements Fit3D may immediately terminate your use of the Site and/or Services.

Creating an Account

Full use of the Fit3D Platform requires that you create an account by providing us with information such as your full name and a valid email address, as well as a strong password in the event that you do not use the Single Sign-On (SSO) option for account creation. You are responsible for all activity that occurs in association with your account. Fit3D is not liable for any loss or damages caused by your failure to maintain the confidentiality of your account credentials for either your Fit3D account or the account linked to your chosen SSO provider. Please contact service@fit3d.com if you discover or suspect any security breach related to the Fit3D Platform or your account.

Use of Our Services and Products

Unauthorized Use

You agree not to (1) upload or sync any content with the Fit3D Platform that contains software viruses or is designed

to interrupt, destroy, or limit the functionality of any equipment or services, or that contains other harmful, disruptive, or destructive files or content; (2) use or attempt to use another user's Fit3D account without authorization, or impersonate any person or entity; (3) harvest, solicit, or collect information of other users for any reason whatsoever, including, without limitation, for sending unsolicited communications; (4) post, advertise, or promote products or services commercially, or upload any content that is advertising, promotional material, junk mail, spam, or a contest or sweepstake, or that furthers or promotes criminal activity; or (5) use the Fit3D Platform in any manner that, in our sole discretion, is objectionable or restricts or inhibits any other person from using or enjoying the Fit3D Platform, or which may expose us or our users to any harm or liability of any type. We have the right to investigate violations of these Terms and any conduct that affects the Fit3D Platform, and in response may take any action we may deem appropriate including suspending your Account and access to the Fit3D Platform.

Monitoring Use

We are not obligated to monitor access or use of the Fit3D Platform, Fit3D Content, or Your Content or to review or edit any Fit3D Content or Your Content, but we have the right to do so for the purpose of operating the Fit3D Platform, to administer compliance with these Terms, and to comply with applicable law or other legal requirements. We may consult with and disclose unlawful conduct to law enforcement authorities and, pursuant to valid legal process, we may cooperate with law enforcement authorities to prosecute users who violate the law. We reserve the right (but are not required) to remove or disable access to the Fit3D Platform, any Fit3D Content, or Your Content at any time and without notice, and at our sole discretion, if we determine that the Fit3D Content, Your Content, or your use of the Fit3D Platform is objectionable or in violation of these Terms.

Authorized Connections Only

You may only connect to Fit3D Platform using (i) a device that is manufactured, distributed, or sold by Fit3D or through its authorized resellers or agents; (ii) our mobile applications and software, or approved third-party applications, software, or devices; or (iii) our websites ("Authorized Connections"). You may not connect to the Fit3D Platform with any device that is not manufactured, distributed or sold by Fit3D itself or through its authorized resellers or agents (such as a knock off or counterfeit version of a Fit3D device) or through a device that otherwise intends to resemble or purports to be a Fit3D device or any unauthorized application or third-party connection. Any violation or attempted violation of this provision may result in the immediate termination of your ability to access the Fit3D Platform. If you have questions about whether a product or application qualifies as an Authorized Connection, please contact service@fit3d.com.

Your Use of the Fit3D Platform is at Your Own Risk

Our goal is to provide helpful and accurate information on the Fit3D Platform, but we make no endorsement, representation, or warranty of any kind about any Fit3D Content, information, or services. The accuracy of the data collected and presented through the Fit3D Platform is not intended to match that of medical devices or scientific measurement devices. We are not responsible for the reliability, availability, effectiveness, or correct use of

information you receive through the Fit3D Platform. The accuracy of the information received from the Fit3D Platform may be affected by a number of factors including improper use of the Fit3D Device.

Use of the Fit3D Platform should not replace your good judgment and common sense. Please read and comply with all safety notices, and consult a doctor before beginning any diet or fitness regimen. We are not responsible for any health problems that may result from training programs, consultations, products, or events you learn about through the Fit3D Platform or decisions you make based on information provided by the Fit3D Platform. If you engage in any exercise program you receive or learn about through the Fit3D Platform, you agree that you do so at your own risk and are voluntarily participating in these activities.

Changes to the Fit3D Platform

We may change or discontinue, temporarily or permanently, any feature or component of the Fit3D Platform at any time without notice. Fit3D is not liable to you or to any third party for any modification, suspension, or discontinuance of any feature or component of the Fit3D Platform. We reserve the right to determine the timing and content of software updates, which may be automatically downloaded and installed by Fit3D without prior notice to you.

CONTENT ON THE FIT3D PLATFORM

Fit3D Content

"Fit3D Content" includes any photos, images, graphics, video, audio, data, text, music, exercise regimens, food logs, recipes, comments, software, works of authorship of any kind, and other information, content, or other materials that are posted, generated, provided, or otherwise made available by us through the Fit3D Platform. Fit3D Content, the Fit3D Platform, and its underlying technology are protected by copyright, trademark, patent, intellectual property, and other laws of the United States and foreign countries. We reserve all rights to the Fit3D Content including those rights not expressly set forth in these Terms. You agree not to remove, change or obscure any copyright, trademark, service mark, or other proprietary rights notices incorporated in or accompanying the Fit3D Content or incorporated into the Fit3D Platform. Our logos and any other Fit3D trademarks that may appear on the Fit3D Platform, and the overall look and feel of the Fit3D Platform, including page headers, graphics, icons, and scripts, may not be copied, imitated or used, in whole or in part, without our prior written permission. Other trademarks, product, and service names and company names or logos mentioned on the Fit3D Platform are the property of their respective owners and may not be copied, imitated or used, in whole or in part, without the permission of the applicable trademark holder.

Sharing your information on or via the Fit3D Platform

The Fit3D Platform may enable you to post, upload, store, share, send, or display photos, images, video, data, scans, achievements, comments, and other information and content ("Your Content") to and via the Fit3D Platform. You retain all rights to Your Content that you post to the Fit3D Pl[illegible]making Your Content available on or through the

Fit3D Platform you hereby grant to Fit3D a perpetual, non-exclusive, transferable, sub-licensable, worldwide, royalty-free license to use, copy, modify, and analyze your data. Once Your Content enters the Fit3D Platform, Fit3D shall own all of Your Content and shall have the right to use Your Content in any manner it chooses as long as it abides with applicable laws and Fit3D's privacy policy, located at https://www.fit3d.com/privacy. Fit3D may reserve the right to not allow team members to view your scans without your permission. You are responsible for Your Content.

You represent and warrant that you own Your Content or that you have all rights necessary to grant us a license to use Your Content as described in these Terms.You represent and warrant that Your Content and the use and provision of Your Content on the Fit3D Platform will not (a) infringe, misappropriate, or violate a third party's patent, copyright, trademark, trade secret, moral rights, or other intellectual property rights, or rights of publicity or privacy; (b) violate, or encourage any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (c) be fraudulent, false, misleading, or deceptive; (d) be defamatory, obscene, pornographic, vulgar, or offensive; (e) promote discrimination, bigotry, racism, hatred, harassment, or harm against any individual or group; (f) be violent or threatening or promote violence or actions that are threatening to any person or entity; or (g) promote illegal or harmful activities or substances.

Fit3D may, in its sole discretion, alter, remove, or refuse to display any of Your Content, and may forbid you from posting, uploading, storing, sharing, sending, or displaying Your Content to and via the Fit3D Platform. We further reserve the right to suspend your access to the Fit3D Platform if you have violated these Terms.

ORDERS

Ordering Products

If you want to purchase Products from us, you may order using the then available order methods provided by Fit3D. Once you place your order, we will email you with an order confirmation ("Order Confirmation") that indicates that we have accepted your order. We are not bound to sell you any Product until we have accepted and processed your payment. With your Order Confirmation, we will confirm the quantity of Products you purchased, their price, and an estimated shipment date ("Estimated Shipment Date"). Our acceptance of your order is expressly conditioned on your unconditional acceptance of these Terms, even if you communicate with us otherwise. The terms of our Limited Warranty apply to any purchase and are incorporated herein by reference.

Pre-Orders

Fit3D commonly is back ordered, and therefore conducts pre-order sales for our Products whereby Fit3D takes orders and payment for our Products to be shipped at a future date ("Pre-Orders"). To secure a Pre-Order you will be required to pay a deposit to reserve your Product. At the time you place a Pre-Order, Fit3D will be able to provide an estimated timeframe for the shipment of the Product or service, but such estimates are not guaranteed and may be

revised, extended, or modified by Fit3D. You will be contacted prior to shipment to supply a correct shipping address for Pre-Order Products and complete your payment in full. As a general policy, we do not allow Pre-Orders to be canceled and we do not provide refunds. If we do make an exception, Fit3D will determine whether or not we will provide you any portion of your payment as a refund.

Order Cancellation

As a general policy, we do not allow Orders to be canceled and we do not provide refunds. If we do make an exception, Fit3D will determine whether or not we will provide you any refund. You agree to not issue a chargeback or dispute the payments already made to Fit3D.

Shipment and Delivery

We may provide a single shipping method and carrier, or multiple methods and carriers, for Product delivery, at our sole discretion. You will be responsible for all freight, packing, insurance and other shipping-related costs and expenses. Once the Product is sent to the carrier, ownership of the Product and the risk of that Product's loss passes to you. If Fit3D incurs any additional costs to deliver the product to You, You will be responsible for those additional costs.

You understand that all scheduled shipment dates and Estimated Shipment Dates are estimates only. We will make reasonable efforts to meet the scheduled shipment dates, but in no event will we be liable for any loss, damage, or penalty resulting from any delay in shipment or delivery, nor will the carrier be deemed our agent. If you purchase multiple Products, we may send you your Products in installments and charge you separately for each installment. We have the right to allocate our available inventory of the Products among other purchasers in such manner as We see fit. If We are not able to charge your payment method or You fail to pay for Your purchase, We have the right to delay or suspend shipment of the Products.

Prices and Taxes

The prices for the Products will be as specified when we finalize your Order. Prices are stated in U.S. dollars.

You agree to pay all fees incurred by Your Account, including applicable taxes, in accordance with these Terms and other billing terms that may be in effect at the time that the fee becomes payable. Fit3D may add new Products and Services for additional fees, or proactively amend fees for existing Services, at any time in its sole discretion. You represent to Fit3D that You are an authorized user of the chosen method of payment used to pay all fees You incur.

Our fees only include California Sales Tax where such California Sales Tax is applicable. If the Products are subject to Sales Tax in any jurisdiction other than California and you have not remitted the applicable Sales Tax to us, you will be responsible for the payment of such Sales Tax and any related penalties or interest to the relevant tax authority. You agree to indemnify us for any liability or expense we r

connection with such Sales Tax. Upon our request,

you will provide us with official receipts issued by the appropriate taxing authority, or other such evidence that you have paid all applicable taxes. For purposes of this section, "Sales Tax" shall mean any sales or use tax, and any other tax measured by sales proceeds, that we are permitted to pass to customers that is the functional equivalent of a sales tax where the applicable taxing jurisdiction does not otherwise impose a sales or use tax.

RETURNS & WARRANTY

Returns

As a general policy, We do not accept returns. If we do make an exception, Fit3D will determine whether or not we will provide you any refund after we receive your Product in good working order with no cosmetic blemishes. You agree to not issue a chargeback or dispute the payments already made to Fit3D. If We do allow for a return, please work with Our service team (service@fit3d.com) to follow our RMA processes.

Limited Two-Year Warranty

Our Products are warrantied against manufacturing defects for a period of two (2) years from the original date of shipment of the Product to you ("Limited Two-Year Warranty"). Our sole obligation under this Limited Warranty in the event of such defects during this period is to repair or replace the defective part or Product with a comparable part or Product; how we replace or repair the Product is at our sole discretion. Replaced or repaired Products will be warrantied only for the remainder of the original warranty period. Please note that this warranty ONLY applies to the original purchaser. This Limited Two-Year Warranty is not assignable and does not transfer.

Warranty Exclusions

You agree to fully read the instructions and guidance we provide and review the Product's capabilities and constraints before using the Product. Notwithstanding the Limited Two-Year Warranty above, you assume all liability and we have no obligation whatsoever to you or anyone else for any of the following (collectively the "Disclaimed Activities"):

Use of the Product for High-Risk Activities (defined below);

· Use of the Product other than in accordance with the terms distributed by us that outline acceptable uses of the Products and Services ("Published Specifications");

· Modifications, alterations, adjustments or repairs to the Product made by a party other than one we authorize;

· Failure by you or a third party to comply with environmental and storage requirements for the Product specified by us in our Published Specifications, including, without limitation, temperature or humidity ranges;

· Damage from external causes such as dirt, sand, battery leakage, power surges, or improper usage of any electrical source;

· Damage from a force majeure event;

· Use of the Product in combination with any third-party devices or products that we have not provided or specified as compatible in our Published Specifications;
· Any damage to property or persons caused by your use of the Product that is not caused by a material defect in the Product, including your failure to understand the functionalities of the Product;
· Leaving the Product in direct sunlight for long periods;
· Using the Product on unstable surfaces or dangerous terrain;
· Attempting to charge the Product with any charger other than one provided by Fit3D;
· Attempting to affix anything to the Product;
· Failure to determine the suitability of the Product for your intended use;
· Failing to make sure that any other person who uses the Product also complies with these terms and any other guidance we provide you, whether such guidance is included in writing with the Product or made available on our website;
· Any continued use of the Product after you detect any material defect; and
· Any other improper use of the Product.

All Products that are returned to us become our property. We are not responsible for any content or information stored in any Product you return to us, whether under warranty or not. You agree to read, and abide by any written instructions shipped with your Product and all safety precautions contained therein. If you do not understand any part of any of these instructions or the functionality of Product, you may view Product details and user instructions at www.fit3d.com or contact us at service@fit3d.com.The Product is not designed or intended for use in any application or hazardous environment that requires fail-safe performance, where the failure or inaccuracy of the Product might result in or cause death or personal injury ("High-Risk Activities"). High-Risk Activities include scanning anything else other than human beings, scanning more than one person at the same time, placing the Product on an uneven surface or using the Product other than for its intended purpose.

ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED TO THE DURATION OF THE EXPRESS WARRANTY ABOVE. ALL OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING ANY IMPLIED WARRANTY OF NON-INFRINGEMENT AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE, ARE DISCLAIMED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM FIT3D OR ELSEWHERE, WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS AND CONDITIONS.

Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary by jurisdiction.

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL WE BE LIABLE FOR ANY LOST DATA OR

REVENUE, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED REGARDLESS OF THE THEORY OF LIABILITY, ARISING OUT OF OR RELATED TO THE USE OF OR INABILITY TO USE THE PRODUCT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL OUR LIABILITY EXCEED THE AMOUNT PAID BY YOU FOR THE PRODUCT.The foregoing limitations will apply even if any warranty or remedy provided under this Agreement fails of its essential purpose. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Return Procedure and Costs

Returns Process

You must obtain a Return Materials Authorization ("RMA") number from us prior to returning any Products to us under this Warranty. You agree to pack the Product that you are returning carefully and return it to us, using the freight prepaid shipping label we will provide, together with the RMA. The returned Product must be in the original package and free of any defect or damage caused by shipping.

If your Product is eligible for repair or replacement under the Limited Two-Year Warranty, we will pay the costs for ground shipping both ways. If we reasonably determine that the Product you returned is not defective or You are outside the Limited Two-Year Warranty, we will contact you and will arrange for reshipment to you at your cost, plus a handling fee equal to $100.00 USD. If you decline to pre-pay such shipping and handling costs, we are under no obligation to return such non-defective Product to you.

Before requesting an RMA, please contact our Customer Service Team by submitting a service request at service.fit3d.com. We are often able to solve the problem quickly via email or remote video support.

You can only make returns to us as follows:

· If we determine that your product has an issue that falls under the Warranty, the Fit3D Customer Service Team will issue an RMA number.

· If our Customer Service Team determines that your problem qualifies under Warranty coverage, you will be issued an RMA number.

· Please retain original packaging. If you do not have original packaging, you can purchase replacement packaging at cost plus shipping & handling.

· Package Products along with a copy of the RMA form received from our Customer Service Team.

· Write the RMA number on the outside of the box, affix the label to the outside of the box provided by the Fit3D Customer Service Team and send it to the address provided by the Fit3D's' Customer Service Team.

· If the inspection finds user-caused damage, We will give You the option to allow us to fix, or replace the Products at your own expense depending on available inventory a[illegible]es. You will be billed for the time and materials

required to either fix or replace the Products and payment must be received before we begin processing your request. If You have not answered or have provided payment within 30 days of Our request, we reserve the right to close the service request and dispose of, or reuse the Products with another Customer, with no additional liability.
· Please do not hand-deliver your product. Our locations do not receive visitors.

Indemnification

You agree to defend, indemnify, and hold Fit3D, its subsidiaries and affiliates, and their officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected to your violation of these Terms and your participation in Disclaimed Activities (as defined in our Limited Product Warranty), or for liabilities, interest, penalties or fees assessed against us arising from any failure by you to pay any required taxes.

Limitations of Liability

SUBJECT TO OUR WARRANTY AND RETURNS PROGRAM, THE PRODUCT AND SERVICES ARE PROVIDED ON AN "AS IS" BASIS AND YOUR USE OF THE PRODUCT AND SERVICES IS AT YOUR OWN RISK, AND IN NO EVENT WILL FIT3D BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, USE, PROFITS, DATA, OR GOODWILL) OR COSTS OF PROCURING SUBSTITUTE PRODUCTS, ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THESE TERMS OR THE PURCHASE, SALE, USE, OPERATION OR PERFORMANCE OF THE PRODUCTS OR SERVICES, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, WHETHER OR NOT FIT3D HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. YOU AND FIT3D HAVE AGREED THAT THESE LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THESE TERMS IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. IN NO EVENT WILL FIT3D'S' LIABILITY TO YOU ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THESE TERMS, FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY, EXCEED THE ACTUAL AMOUNT PAID TO FIT3D BY YOU FOR THE PRODUCT AND SERVICES THAT GIVES RISE TO THE CLAIM.

Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Software License

Subject to your compliance with these Terms, Fit3D grants you a limited, revocable, non-exclusive, non-transferable, non-sublicenseable license to use the software in the Product and related mobile and web applications (the "Software") as part of your use of the Product for your purposes and for no other purposes. You may not (i) copy, modify or create derivative works based on the Software; (ii) distribute, transfer, sublicense, lease, lend or rent the Software to any third party; (iii) reverse engineer, dec[illegible]sassemble the Software; or (iv) make the

functionality of the Software available to multiple users through any means. Fit3D reserves all rights in and to the Software not expressly granted to you under these Terms. All Software is protected by U.S. copyright law and international treaties.

Copyright Policy

Fit3D respects the intellectual property rights of others and provides this Copyright Policy to describe Fit3D's policy of prohibiting users from uploading, posting, or otherwise transmitting on or to Fit3D Platform any information or materials that violate another party's intellectual property rights. This Copyright Policy is incorporated into and part of the Fit3D Terms and Conditions.

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. It is our policy to respond to notices and counter-notices that properly conform to the DMCA's requirements. Accordingly, notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA; see the Copyright Office's web page at www.copyright.gov for details of the current DMCA requirements.

Notification of Alleged Copyright Infringement

If you believe in good faith that materials hosted by Fit3D infringe your copyright (for example, materials posted by a user through one of our Services), you (or your agent) may send us a written notification pursuant to the DMCA, by providing our DMCA Agent with the information listed below (and as further set forth in 17 U.S.C. § 512(c)(3)) and requesting that the material be removed or access to it blocked.

The written notification must include:

1. In sufficient detail the copyrighted work that you claim has been infringed. If multiple copyrighted works on the Fit3D Platform are covered by a single notification, you may provide a representative list of such works, however, the representative list must still contain sufficient detail of the copyrighted works so that we can identify them;
2. The URL or other specific location on the Fit3D Platform that contains the material that you claim to be infringing your copyright. You must provide us with reasonably sufficient information to enable us to locate the alleged infringing material(s), so that we can comply with your request to remove or deny access to it/them;
3. Your name, address, telephone number and email address (if available);
4. The electronic or physical signature of the owner of the copyright or a person authorized to act on the owner's behalf;
5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement that you swear under penalty of perjury that the information contained in your notification is accurate and that you are the copyright owner or that you are a[illegible]o act on behalf of the owner of an exclusive right that

is allegedly infringed.
7. You acknowledge that if you fail to comply with all of the requirements of this Section A, your DMCA notice will not be valid.

You must submit any notification of an alleged copyright infringement to Fit3D’s DMCA Agent by mail or email as set forth below:

Fit3D
Attn: DMCA Agent
Fit3D, Inc., 4465 Granite Drive, Suite 1041, Rocklin, CA 95677, US

Email: legal@fit3d.com with the subject line "Copyright Policy - DMCA Notification"

This contact information is for DMCA notifications and counter notifications ONLY. ALL OTHER INQUIRIES DIRECTED TO THE DMCA AGENT WILL NOT BE ANSWERED.

Please note that you may be liable for damages, including court costs and attorney fees, if you materially misrepresent that materials on the Fit3D Platform are infringing a copyright.

Counter Notification

If you believe in good faith that your own copyrighted material has been removed from the websites as a result of a mistake or misidentification, you may submit a written counter notification letter to Fit3D's DMCA Agent pursuant to Sections 512(g)(2) and (3) of the DMCA. To be an effective counter notification under the DMCA, your written correspondence must include substantially the following:

1. Identification of the material that has been removed or disabled and the location at which the material appeared before it was removed or disabled;
2. A statement that you consent to the jurisdiction of the Federal District Court in which your address is located, or in the United States District Court for the Northern District of California if your address is outside the United States;
3. A statement that you will accept service of process from the party that filed the notification of alleged copyright infringement or the party's agent;
4. Your name, address and telephone number;
5. A statement that you swear under penalty of perjury that you have a good faith belief that the material in question was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled, or that the material identified by the complaining party has been removed or disabled at the URL or website location and will no longer be shown or accessible; and
6. Your physical or electronic signature.

You acknowledge that if you fail to comply with all of the requirements of this Section B, your DMCA counter notification will not be valid.

You may submit your counter notification to Fit3D's DMCA Agent by mail or email as set forth below:

Fit3D, Inc
Attn: DMCA Agent
400 Capitol Mall, Suite 900, Sacramento, CA 95814

Email: legal@fit3d.com with the subject line "Copyright Policy - DMCA Counter Notification"

This contact information is for DMCA notifications and counter notifications ONLY. ALL OTHER INQUIRIES DIRECTED TO THE DMCA AGENT WILL NOT BE ANSWERED.

If a counter notice is received by Fit3D's DMCA Agent, we may send a copy of the counter notification to the original complaining party informing that person that Fit3D may replace the removed content or cease disabling it. Unless the copyright owner files an action seeking a court order against Fit3D or the user, the removed content may be replaced or access to it restored by Fit3D.

Please note that if you materially misrepresent that the disabled or removed content was removed by mistake or misidentification, you may be liable for damages, including costs and attorney's fees.

Account Termination
Please be aware that it is Fit3D's policy to terminate the user accounts of repeat infringers. If you believe that a user is a repeat infringer, please follow the requirements above, but also include information or evidence that will reasonably prove to Fit3D that the user is a repeat infringer.

If you provide false information to Fit3D regarding any of the above notifications, counter-notifications or repeat infringer notifications, Fit3D, may immediately terminate your user account and you may be subject to legal and equitable remedies.

You will refrain from posting any information or items to the Sites or through the Services which are copied, in whole or in part, from third party sources without authorization. For further clarification, please see the U.S. Law on Copyrights, or see the web sites of the U.S. Copyright Office or U.S. Trademark Office. The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If You b[illegible]od faith that materials hosted by COMPANY infringe your copyright, You (or your agent) may send us a no[illegible]ing that the material be removed or access to it

blocked.

Please see the requirements and specific instructions for submitting a notice to COMPANY in COMPANY'S Copyright Policy. Our Copyright Policy is incorporated into these Terms by reference. If You believe in good faith that a notice of copyright infringement has been wrongly filed against You, the DMCA permits You to send COMPANY a counter-notice. Please refer to COMPANY'S Copyright Policy for the requirements and instructions for submitting a counter-notice.

Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA; see http://www.copyright.gov for details.Notices and counter-notices with respect to the Sites, including the Services, should be sent to the COMPANY'S DMCA Agent for notice of claims of copyright infringement at: DMCA Agent, 548 Market St., PMB 79166, San Francisco, CA 94104, or by emailing legal@fit3d.com (with the subject line "DMCA Communication").

COMPANY'S DMCA Agent should be contacted only for the purposes set forth in this Section. ALL OTHER INQUIRIES DIRECTED TO COMPANY'S DMCA AGENT WILL NOT BE ANSWERED.

Privacy Policy

You understand that any information provided by you or collected by us in connection with your use of our website, the Products and our Services will be used in the manner described in these Terms of Use and in our Privacy Policy, such privacy policy (the “Privacy Policy”) being incorporated into and made a part of these Terms by this reference. If you do not agree to the Privacy Policy you may not use the Services.

DISPUTE RESOLUTION

Choice of Law

These Terms and any action related thereto will be governed by the laws of the State of California without regard to its conflict of laws provisions.

Agreement to Arbitrate

For any dispute with Fit3D, you agree to first contact us at legal@fit3d.com and attempt to resolve the dispute with us informally. In the unlikely event that Fit3D has not been able to resolve a dispute it has with you after thirty (30) days, you and Fit3D agree that any dispute, claim or controversy arising out of or relating to these Terms or the use of the Product (collectively, "Disputes") will be settled by binding arbitration, except that each party retains the right: (i) to bring an individual action in small claims court and (ii) [illegible]unctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's

copyrights, trademarks, trade secrets, patents or other intellectual property rights (the action described in the foregoing clause (ii), an "IP Protection Action"); and (iii) you retain the right to litigate any Dispute other than an IP Protection Action by providing Fit3D with written notice of your desire to do so by email or regular mail at our contact information at the bottom of these Terms within thirty (30) days following the date you first accept these Terms (such notice, an "Arbitration Opt-out Notice").

If you do not provide Fit3D with an Arbitration Opt-out Notice within the thirty (30) day period, you will be deemed to have knowingly and intentionally waived your right to litigate any Dispute except as expressly set forth in clauses (i) and (ii) above. The exclusive jurisdiction and venue of any IP Protection Action or, if you timely provide Fit3D with an Arbitration Opt-out Notice, will be the state and federal courts located in the Northern District of California and each of the parties hereto waives any objection to jurisdiction and venue in such courts. Unless you timely provide Fit3D with an Arbitration Opt-out Notice, you acknowledge and agree that you and Fit3D are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding. Further, unless both you and Fit3D otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this "Dispute Resolution" section will be deemed void. Except as provided in the preceding sentence, this "Dispute Resolution" section will survive any termination of these Terms.

Arbitration Rules

The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") then in effect, except as modified by this "Dispute Resolution" section. (The AAA Rules are available at www.adr.org/arb_med or by calling the AAA at 1-800-778-7879). The Federal Arbitration Act will govern the interpretation and enforcement of this Section.

Arbitration Process

A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. (The AAA provides a form Demand for Arbitration athttp://www.adr.org/aaa/ShowPDF?doc=ADRSTG_015820 and a separate form for California residents athttp://www.adr.org/aaa/ShowPDF?doc=ADRSTG_015822). The arbitrator will be either a retired judge or an attorney licensed to practice law and will be selected by the parties from the AAA's roster of arbitrators. If the parties are unable to agree upon an arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules.

Arbitration Location and Procedure

Unless you and Fit3D otherwise agree, the arbitration will be conducted in the county where We reside. If your claim does not exceed $10,000, then the arbitration will be conducted solely on the basis of the documents that you and

Fit3D submit to the arbitrator, unless you request a hearing or the arbitrator determines that a hearing is necessary. If your claim exceeds $10,000, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

Arbitrator's Decision

The arbitrator will render an award within the time frame specified in the AAA Rules. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator's award of damages must be consistent with the terms of the "Limitation of Liability" section above as to the types and amounts of damages for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim. If you prevail in arbitration you will be entitled to an award of attorneys' fees and expenses, to the extent provided under applicable law. Fit3D will seek to recover attorneys' fees and expenses if it prevails in arbitration.

Arbitration Fees

Your responsibility to pay any AAA filing, administrative and arbitrator fees will be solely as set forth in the AAA Rules. However, if your claim for damages does not exceed $75,000, Fit3D will pay all such fees unless the arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)).

Changes to the Dispute Resolution Clause

If Fit3D changes this "Dispute Resolution" section after the date on which you placed your order for a Product, you may reject any such change by sending us written notice (including by email to legal@fit3d.com) within 30 days of the date such change became effective, as indicated in the "Last Updated" date above or in the date of Fit3D's email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and Fit3D in accordance with the provisions of this "Dispute Resolution" section as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).

GENERAL TERMS

Complete Agreement

These Terms constitute the entire and exclusive understanding and agreement between Fit3D and You regarding the purchase and use of the Product and Services, and these Terms supersede and replace any and all prior oral or written understandings or agreements between Fit3D and You regarding any purchase and use.

Severability

If for any reason a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.Assignment

You may not assign or transfer these Terms, by operation of law or otherwise, without Fit3D's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null. Fit3D may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

Notices

Any notices or other communications provided by Fit3D under these Terms, including those regarding modifications to these Terms, will be given: (i) via email; or (ii) by posting to the www.fit3d.com. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

Waiver

Fit3D's failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Fit3D. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

Notice for California Users

Under California Civil Code Section 1789.3, California Website users are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 400 R Street, Suite 1080, Sacramento, California 95814, or by telephone at (916) 445-1254 or (800) 952-5210.

Headings

Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof.

Feedback and Recommendations

If you submit comments, ideas, or feedback to us, you agree that we can use, disclose, reproduce, distribute, and exploit them without any restriction or compensation to you. We do not waive any rights to use similar or related ideas or feedback previously known to us, developed by Fit3D, or obtained from sources other than you.

Contact Info

If you have any questions about these Terms, please

D by sending an email to legal@Fit3D.com.

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: August 11, 2026

Item Details

Presenter(s): Jon Griffin, Director

Department(s): Finance

Requested Motion

A) Motion to approve an Interlocal Agreement AD Valorem Tax Billing and Collection Agreement between the Town of Apex and Chatham County for the collection of property taxes for Fiscal Year 2026-2027.

B) Motion to adopt a resolution authorizing the execution of the Interlocal Agreement between the Town of Apex and Chatham County related to Ad Valorem Tax Billing and Collections.

Approval Recommended?

Yes

Item Details

The Town of Apex has a small portion of its municipal limits located in Chatham County. Property owners in that area pay Town of Apex property taxes, but Chatham County bills and collects those taxes on the Town's behalf because the properties are located within Chatham County.

Until now, Chatham County has provided this service at no cost to the Town. However, the County is changing its policy and will begin charging municipalities a fee to recover the administrative costs of billing, collecting, accounting for, and remitting those property taxes.

The proposed agreement:

- Continues Chatham County's responsibility for collecting Town property taxes on incorporated properties located in Chatham County.
- Establishes a phased-in collection fee that the Town will pay to Chatham County:
    - 0.5% of taxes collected for 2026 taxes (FY 2026-27).
    - 1.0% for 2027 taxes (FY 2027-28).
    - 1.5% beginning with 2028 taxes (FY 2028-29) and thereafter.
- Results in an estimated cost to the Town of approximately $3,800 in FY 2026-27.

Attachments

- CN3-A1: Interlocal AD Valorem Tax Billing and Collection Agreement
- CN3-A2: Resolution Authorizing Execution of the Interlocal AD Valorem Tax Billing and Collection Agreement
- CN3-A3: Resolution of the Chatham County Board of Commissioners - Approving Interlocal AD Valorem Tax Billing and Collection Agreement with Town of Apex

STATE OF NORTH CAROLINA

COUNTY OF CHATHAM

INTERLOCAL AD VALOREM TAX BILLING AND COLLECTION AGREEMENT

THIS AGREEMENT is made as of the 27th day of July, 2026, by and between the **Town of Apex**, a municipal corporation organized under the laws of the State of North Carolina ("Town"), and **Chatham County**, a political subdivision of the State of North Carolina ("County"). Either the Town or the County may be referred to herein as a "Party" or collectively as the "Parties."

W I T N E S S E T H:

WHEREAS, the Town and the County have the power pursuant to General Statute §153A-445(a)(1) and Article 20 of Chapter 160A of the North Carolina General Statutes to jointly exercise any function that they have been granted the power to exercise alone, or to contract with the other for the exercise of any governmental function that they have been granted the power to exercise alone, and to enter into contracts or agreements to specify the details of these joint undertakings; and

WHEREAS, the Town desires for the County, by and through its duly appointed Tax Administrator, to list and assess municipal properties located within the County's jurisdiction, both personal and real, for the purpose of levying ad valorem taxes; and

WHEREAS, the Town desires for the County, by and through its duly appointed Tax Administrator, to bill and collect current and subsequent delinquent municipal ad valorem taxes by methods set forth in Article 26 of Chapter 105 of the North Carolina General Statutes located within the County's jurisdiction; and

WHEREAS, the Town by action of the Town Council dated the _____ day of _____, requested the County to list, assess, bill, and collect current and subsequent delinquent municipal ad valorem taxes; and

WHEREAS, the County, by action of the Board of County Commissioners, dated the 27th day of July, has agreed to list, assess, bill, and collect current and subsequent delinquent municipal ad valorem taxes;

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants of the parties as set forth herein, the Town and the County agree that the Agreement is stated in its entirety as follows:

1. **LISTING, ASSESSING, BILLING, AND COLLECTION OF TOWN AD VALOREM TAXES AND CURRENTLY ASSESSED FEES:** The County shall serve as the tax collector for the Town in the listing, assessing, billing, and collection of ad valorem taxes and currently assessed fees, beginning with the fiscal year that commences on July 1, 2026, located within the County's jurisdiction. Currently assessed fees are those that appeared on the Town's latest tax bills delivered prior to the date of this Agreement, except as otherwise agreed by the parties pursuant to Paragraph 3. Unless otherwise agreed upon, the County will not be responsible for the collection of any delinquent ad valorem taxes, penalties, interest, or previously assessed fees for any years prior to the commencement date of this Agreement. The Town agrees to fully cooperate with the County in the listing, assessing, billing, and collection process, including any assistance

needed in determining situs issues and in discovering property that should have been listed for taxation pursuant to N.C.G.S § 105-312.

2. **MOTOR VEHICLE TAXES AND FEES:** The responsibility of the County is to appraise, situs, and establish ownership of registered motor vehicles, as defined in N.C.G.S. §105-330.2. The collection of any associated taxes and fees resulting from this process now lies with the State of North Carolina through the vehicle registration process as defined in N.C.G.S §105-330.4 and §105-330.5. The fees paid by the Town for such services, as well as the fee for collection of any annual license tax imposed pursuant to N.C.G.S. §160A-213, shall remain the same as set forth in N.C.G.S. §105-330.5(b). All reporting of this revenue and allocated cost will be handled by the County. The County will also be responsible for the listing, assessing, billing, and collection of unregistered vehicles as defined in N.C.G.S. §105-330.3(a1)(2), and the fee for such services shall be calculated in the same manner as set forth in Paragraph 8.

3. **BILLING AND COLLECTION OF NEW MISCELANEOUS FEES AND SPECIAL ASSESSMENTS:** This Agreement acknowledges that the Town has the authority to levy miscellaneous fees and other special assessments upon the residents and businesses within its jurisdiction that can potentially be added to the ad valorem tax bill. However, the Town, in accordance with this Agreement, shall not levy any new miscellaneous fees or special assessments with the expectation that said fees or special assessments will be added to the ad valorem tax bill without prior consultation with the County Tax Administrator for the purpose of ensuring proper billing protocol is followed and software capabilities for handling such fees and special assessments are reviewed and deemed adequate. Any such fees or special assessments levied in accordance with State law shall be subject to a separate addendum to this Agreement with a separately negotiated billing and collection fee schedule. The Town will provide a list of parcels with the fee amount to the County no later than June 30th of each year.

4. **COUNTY AUTHORITY:** The County shall have all of the authority as set forth in the Machinery Act (N.C.G.S. §105-271 through 395.1) and other statutory provisions in the process of listing, assessing, billing, and collecting Town ad valorem taxes, penalties, interest, and fees.

5. **ALLOCATION OF RECEIPTS:** At the end of each calendar month, the County will analyze the month's deposit of funds collected to determine the dollar amount of ad valorem taxes, penalties, interest, and fees that are allocable to the Town. On or before the tenth (10th) day of the next month, the County will remit to the Town, via electronic funds transfer (EFT), the Town's share of the ad valorem taxes, penalties, interest and fees collected for the previous month. Any discrepancies that are found after the remittance date will be adjusted in the next remittance date for the Town.

   In addition, for the months of November, December, and January, on the sixteenth (16th) day of each month, the County will remit to the Town, via EFT, all ad valorem taxes, penalties, interest, and fees collected and allocable to the Town during the first fifteen (15) days of each month. The remittance of all ad valorem taxes, penalties, interest, and fees collected and allocable to the Town from the sixteenth (16th) day to the end of each month during these same months shall be remitted in the manner described in the previous paragraph.

6. **MONTHLY COLLECTION REPORTS AND ANNUAL SETTLEMENT:** A collection report detailing all ad valorem taxes and miscellaneous fees collected, discovered, and released will be provided to the Town on or before the fifteenth (15th) day of each month for the period ending with the last calendar day of the previous month (see attached Exhibit A as to the form of the monthly collection report). The annual settlement required under N.C.G.S. §105-373 will be provided to the Town on or before the last day of July for the previous fiscal year during which collections were made (see attached Exhibit B as to the form of the annual settlement).

7. **PRIORITY OF ALLOCATION FOR PARTIAL PAYMENTS:** If a partial payment of a tax bill is made, the County will apply that payment in accordance with its standard priority schedule. Any tax due to the Town after applying the priority schedule shall be deposited to the benefit of the Town in accordance with paragraph 5.

8. **FEES TO BE PAID BY THE TOWN TO THE COUNTY:** The Town will compensate the County for the services provided in this Agreement on a percentage rate equal to an incremental phase in of one-half percent (.5%) for the 2026 taxes/Fiscal Year 2027, one percent (1%) for 2027 taxes/Fiscal Year 2028, and a one and one half percent cap of (1.5%) for 2028 taxes/Fiscal Year 2029 and forward.

   In addition to the above fee, the Town will compensate the County for collection of any new, miscellaneous fees and special assessments as required by any associated addendums in accordance with Paragraph 3 of this Agreement. The County will calculate the fees to be paid pursuant to this paragraph and deduct the same from the County remittance to the Town made on the tenth (10th) day of each month pursuant to Paragraph 5.

9. **TOWN ANNEXATIONS:** In the event the Town annexes property at any time other than July 1 of a given year, the County shall not be responsible for collecting prorated ad valorem taxes resulting from the annexation. The Town shall be responsible for notifying the County at a reasonable time prior to any annexation in order to allow the County sufficient time to assess and bill the ad valorem taxes resulting from the annexation.

10. **TERMINATION:** The Town or the County shall have the right to terminate this Agreement effective July 1 of each year, beginning with July 1, 2027. The decision to terminate shall be made by the respective governing bodies of the Town and the County. Notice to terminate must be given in writing no later than March 1 of any year.

11. **MISCELLANEOUS:**

   (a) All decisions involving discoveries, garnishments, attachments, and other collection proceedings are delegated to the County. The County agrees to use its best efforts in accurately listing, assessing, billing, and collecting Town ad valorem taxes and any associated miscellaneous fees. The County will not be held to a higher standard for collection than it has for collecting County ad valorem taxes.

   (b) The Tax Administrator of the County is, by this Agreement, designated as the Tax Collector for the Town. All duties of the Town Tax Collector for the collection of the ad valorem taxes and miscellaneous fees, pursuant to N.C.G.S. §105-349 through 378, are transferred to the County Tax Administrator.

(c) The Town shall adopt the same schedule of discounts, if any, as adopted by the County pursuant to the provision of N.C.G.S. §105-360(c) and shall adopt a resolution directing the Town not to collect minimal ad valorem taxes pursuant to N.C.G.S. §105-321(f).

(d) This Agreement may be amended in writing at any time by mutual agreement of the parties.

This Agreement is executed in duplicate originals as of the day and year first above stated by authority duly granted by the Town of Apex Town Council and the Chatham County Board of Commissioners.

Attest:

Town Clerk

[SEAL]

Town of Apex

By:

Town Manager

Attest:

Clerk to the Board of Commissioners

[SEAL]

Chatham County

By:

County Manager

This instrument has been pre-audited in the manner required by the local government Budget and Fiscal Control Act

Director of Finance, Town of Apex

Director of Finance, Chatham County

Approved as to form:

County Attorney

TOWN OF APEX TOWN COUNCIL
RESOLUTION APPROVING AN INTERLOCAL AD VALOREM TAX BILLING AND COLLECTION AGREEMENT WITH CHATHAM COUNTY, NORTH CAROLINA
RES-2026-_____

WHEREAS, pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes, units of local government are authorized to enter into interlocal agreements to jointly exercise any function or undertaking that each is authorized by law to perform; and,

WHEREAS, the Town of Apex is a municipal corporation organized under the laws of the State of North Carolina and is authorized to levy ad valorem property taxes within its corporate limits; and,

WHEREAS, a portion of the Town of Apex is located within Chatham County, and Chatham County is authorized under North Carolina law to list, assess, bill, and collect ad valorem property taxes within its jurisdiction; and,

WHEREAS, the Town has requested that Chatham County provide listing, assessment, billing, and collection services for current and subsequent delinquent municipal ad valorem taxes and certain currently assessed fees applicable to property located within the portion of the Town situated in Chatham County; and,

WHEREAS, the provision of these services by Chatham County is expected to promote administrative efficiency, reduce duplication of services, and provide consistency in the listing, assessment, billing, and collection of taxes and fees for affected taxpayers; and,

WHEREAS, an Interlocal Ad Valorem Tax Billing and Collection Agreement has been prepared setting forth the terms and conditions under which Chatham County will provide these services to the Town of Apex; and,

WHEREAS, the Town Council has reviewed the proposed agreement and determined that entering into the agreement is in the best interests of the Town and its residents..

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

1. The Interlocal Ad Valorem Tax Billing and Collection Agreement between the Town of Apex and Chatham County is hereby approved pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes.

2. The Town Manager is hereby authorized to execute the agreement on behalf of the Town of Apex.

TOWN OF APEX TOWN COUNCIL
RESOLUTION APPROVING AN INTERLOCAL AD VALOREM TAX BILLING AND COLLECTION AGREEMENT WITH CHATHAM COUNTY, NORTH CAROLINA
RES-2026-_____

CONTINUED

3. The Town Manager, Finance Director, Town Clerk, and other appropriate Town staff are authorized and directed to take all actions necessary to implement and administer the agreement.

4. This resolution shall become effective upon its adoption.

Motion made by Council Member _____

Seconded by Council Member _____

With _____ Council Members voting aye.

With _____ Council Members voting no.

ADOPTED, this the _____ day of _____ 2026.

TOWN OF APEX

_____
Jacques K. Gilbert
Mayor

Attest:

_____
Allen Coleman, CMC
Town Clerk

CHATHAM COUNTY
NORTH CAROLINA

COUNTY COMMISSIONERS
Amanda Robertson, Chair
Franklin Gomez Flores, Vice Chair
Karen Howard
Katie Kenlan
Mike Roberson

COUNTY MANAGER: Bryan Thompson

Resolution of the Chatham County Board of Commissioners

Approving an Interlocal Ad Valorem Tax Billing and Collection Agreement with the Town of Apex

WHEREAS, pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes, units of local government are authorized to enter into interlocal agreements in order to execute any undertaking they are each authorized by law to perform; and

WHEREAS, Chatham County is authorized under North Carolina law to bill and collect ad valorem property taxes within its jurisdiction; and

WHEREAS, the Town of Apex is a municipal corporation organized under the laws of the State of North Carolina and is authorized to levy ad valorem property taxes within its corporate limits; and

WHEREAS, the Town of Apex has requested that Chatham County perform billing and collection services for ad valorem taxes levied by the Town within Chatham County; and

WHEREAS, the provision of such services by Chatham County is expected to promote administrative efficiency, reduce duplication of services, and provide consistency in tax billing and collection for affected taxpayers; and

WHEREAS, an Interlocal Ad Valorem Tax Billing and Collection Agreement has been prepared, setting forth the terms and conditions under which Chatham County will provide such services to the Town of Apex; and

WHEREAS, the Board of Commissioners has reviewed the proposed agreement and determined that it is in the best interest of Chatham County and its residents to enter into such agreement.

NOW, THEREFORE, BE IT RESOLVED by the Chatham County Board of Commissioners as follows:

1. The Interlocal Ad Valorem Tax Billing and Collection Agreement between Chatham County and the Town of Apex is hereby approved pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes.
2. The County Manager is hereby authorized to execute the agreement on behalf of Chatham County, subject to final review and approval by the County Attorney.
3. The County Manager, Finance Officer, Tax Administrator, and other appropriate staff are authorized to take all necessary actions to implement the terms of the agreement.
4. This resolution shall become effective upon adoption.

Adopted, this the 27th day of July 2026.

ATTEST: _____
Jenifer K Johnson, Clerk to the Board

_____
Amanda Robertson, Chair

The Seal of Chatham County, NC
CHATHAM COUNTY NORTH CAROLINA
Established in 1771

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: August 11, 2026

Item Details

Presenter(s): Trevor Materasso, Deputy Chief

Department(s): Police

Requested Motion

Motion to approve the First Amendment to the Master Services and Purchasing Agreement between Axon Enterprise, Inc and Town of Apex, effective through June 30, 2030, to expand the Apex Police Department's technology platform by adding Axon Air DroneSense software and an Axon Interview Room System, and authorize the Town Manager, or their designee, to execute on behalf of the Town.

Approval Recommended?

Yes

Item Details

The Apex Police Department is requesting approval of the First Amendment to the existing Master Services and Purchasing Agreement with Axon Enterprise, Inc. The amendment expands the Town's current agreement to include Axon Air DroneSense software and an Axon Interview Room System to enhance public safety operations, evidence management, and investigative capabilities.

The amendment incorporates two new service quotes into the existing agreement. The Axon Air DroneSense platform provides software licensing, drone operations management, unlimited evidence storage, implementation services, and training to support the department's unmanned aircraft program. The Axon Interview Room System includes equipment, software, installation, maintenance, and five-year warranties for three interview rooms, providing secure digital recording, storage, and management of interview evidence.

The DroneSense subscription has a five-year cost of $42,740.96, with annual payments of approximately $8,548.20. The Interview Room System has a five-year cost of $70,073.40 (estimated $73,758.03 including applicable taxes), with annual payments of approximately $14,751.60. The combined contract value is $112,814.36 before estimated taxes, with annual payments scheduled over a five-year period in accordance with the attached quotes.

Attachments

- CN4-A1: Agreement Multi-Year - Axon Inc. for Aire DroneSense Program and Interview Room Camera System - through June 30, 2030

This First Amendment ("**Amendment**") is between Axon Enterprise, Inc. (f/k/a Taser International, Inc.), a Delaware corporation ("**Axon**"), and the Apex Police Department (NC) ("**Customer**"). This Amendment is effective as of the last signature date on this Amendment ("**Effective Date**"). Axon and Customer are each a "**Party**" and collectively "**Parties**".

Axon and Customer are Parties to the Master Services and Purchasing Agreement by and between Axon Enterprise, Inc. and the Apex Police Department (NC), dated June 26, 2023 (the "**Agreement**").

The Parties wish to incorporate further changes into the Agreement in order to expand the scope of offered products.

The Parties therefore agree as follows:

1. The following language is added in to the Professional Services Appendix:

    1. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Air, On-Site training options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon Air App (ASDS) • Configure Customer settings based on Customer need • Configure drone controller • Troubleshoot IT issues with Axon Evidence
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
Classroom and practical training sessions Step-by-step explanation and assistance for Customer's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

    2. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

2. The attached documents are hereby incorporated into the Agreement:

    a. ACEIP Appendix (*Replaces previous ACEIP Appendix*)
    b. Quote Q-790337-46199MM
    c. Quote Q-826741-46143DJ

3. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

Signatures to follow on the next page

Each representative identified below declares that they are an authorized representative of the respective Party with authority to execute this Amendment as of the date of signature.

Axon Enterprise

X

[empty member name] , VP, Assoc. General Counsel
Email: bobby@axon.com
Timestamp: [empty signing timestamp]

Town of Apex

X

Randal E. Vosburg, Town Manager
Email: nicole.garcia@apexnc.org
Timestamp: [empty signing timestamp]

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

X

[empty member name] , Finance Director
Email: jon.griffin@apexnc.org
Timestamp: [empty signing timestamp]

Axon Customer Experience Improvement Program Appendix

The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, aiming to increase safety within communities and efficiency in public safety. Axon may make limited use of Customer Content from participating customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). ACEIP has 2 modes of participation, Basic and Custom. Customer is enrolled in ACEIP Basic by default. If Customer does not want to participate in ACEIP Basic, ACEIP Custom, or both, Customer can revoke its consent at any time via email to aceip@axon.com.

Axon Obligations

ACEIP Basic
When Axon uses Customer Content for ACEIP Purposes, Axon will:

- Use Customer Content only for ACEIP Purposes.
- Prohibit direct human access to Customer Content, including by Axon personnel and subprocessors, except as needed to perform or validate deletion.
- Retain Customer Content only as long as needed to create Transformed Content (defined below) and validate the transformations.
- Apply privacy-preserving transformations that remove identifying information appropriate to the use case ("Transformed Content"). AI model weights and similar insights that do not contain Customer Content are Transformed Content. Transformed Content is not Customer Content.
- Retain and permit direct human access to Transformed Content for ACEIP Purposes.
- Maintain security, privacy, and data governance programs as described in the Axon Cloud Services Terms Appendix, and apply them to ACEIP.

Transparency Portal Publication
Before activating a use case, Axon will publish it on the Axon Transparency Portal, including the product development purpose, data types involved, and privacy-preserving techniques used. Axon will also notify ACEIP participants when the Transparency Portal is updated with a new or materially changed use case. Fifteen (15) calendar days after notification, Axon may activate the use case for all Basic participants.

Opt Out
Customer may opt out of ACEIP Basic at any time via aceip@axon.com. Axon endeavors to implement opt outs within fifteen (15) calendar days. Transformations of Customer Content cease when Axon implements the opt out. Axon may retain Transformed Content created before it implemented the opt out request.

ACEIP Custom
Custom use cases may be governed by separate written terms between Axon and Customer. Those terms will control that use case. Please direct inquiries regarding Custom participation to aceip@axon.com.

Q-790337-46199MM

Issued: 06/26/2026

Quote Expiration: 09/30/2026

Estimated Contract Start Date: 12/15/2026

Account Number: 110531

Payment Terms: N30

Mode of Delivery: AUTO-GND

Credit/Debit Amount: $0.00

SHIP TO	BILL TO
Apex Police Department - NC 205 Saunders St Apex, NC 27502-1447 USA	Apex Police Department - NC 205 Saunders St Apex NC 27502-1447 USA Email: 0566001166

SALES REPRESENTATIVE	PRIMARY CONTACT
Madison Mayfield Phone: Email: mmayfield@axon.com Fax:	Paul Pope Phone: (919) 930-5247 Email: paul.pope@apexnc.org Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	$70,073.40
ESTIMATED TOTAL W/ TAX	$73,758.03

Discount Summary

Average Savings Per Year	$1,278.76
TOTAL SAVINGS	$6,393.80

Payment Summary

Date	Subtotal	Tax	Total
Jun 2026	$14,014.68	$736.92	$14,751.60
Jun 2027	$14,014.68	$736.92	$14,751.60
Jun 2028	$14,014.68	$736.92	$14,751.60
Jun 2029	$14,014.68	$736.92	$14,751.60
Jun 2030	$14,014.68	$736.95	$14,751.63
Total	**$70,073.40**	**$3,684.63**	**$73,758.03**

Quote Unbundled Price:	**$76,470.60**
Quote List Price:	**$70,073.40**
Quote Subtotal:	**$70,073.40**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
IR1CA	Interview Room 1 Camera Standard	3	60	$407.10	$371.56	$371.56	$66,880.80	$3,453.17	$70,333.97
A la Carte Software									
50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	1	1		$1,500.00	$1,500.00	$1,500.00	$108.75	$1,608.75
50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	1	60		$28.21	$28.21	$1,692.60	$122.71	$1,815.31
Total							**$70,073.40**	**$3,684.63**	**$73,758.03**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
Interview Room 1 Camera Standard	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	3	1	11/15/2026
Interview Room 1 Camera Standard	50221	AXON INTERVIEW - POE SWITCH - 24 PORT	1	1	11/15/2026
Interview Room 1 Camera Standard	50294	AXON INTERVIEW - SERVER - LITE	2	1	11/15/2026
Interview Room 1 Camera Standard	50298	AXON INTERVIEW - CAMERA - OVERT DOME	3	1	11/15/2026
Interview Room 1 Camera Standard	50322	AXON INTERVIEW - TOUCH PANEL PRO	3	1	11/15/2026
Interview Room 1 Camera Standard	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	3	1	11/15/2026

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Interview Room 1 Camera Standard	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	3	12/15/2026	12/14/2031
Interview Room 1 Camera Standard	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	3	12/15/2026	12/14/2031
Interview Room 1 Camera Standard	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	12/15/2026	12/14/2031
Interview Room 1 Camera Standard	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	12/15/2026	12/14/2031
Interview Room 1 Camera Standard	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	3	12/15/2026	12/14/2031
Interview Room 1 Camera Standard	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	1	12/15/2026	12/14/2031
A la Carte	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	1	12/15/2026	12/14/2031
A la Carte	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	1	12/15/2026	12/14/2031

Services

Bundle	Item	Description	QTY
Interview Room 1 Camera Standard	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	3

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Interview Room 1 Camera Standard	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	3		

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	205 Saunders St	Apex	NC	27502-1447	USA

Payment Details

Jun 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	1	$300.00	$21.75	$321.75
Annual Payment 1	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	1	$338.52	$24.54	$363.06
Annual Payment 1	IR1CA	Interview Room 1 Camera Standard	3	$13,376.16	$690.63	$14,066.79
Total				**$14,014.68**	**$736.92**	**$14,751.60**

Jun 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	1	$300.00	$21.75	$321.75
Annual Payment 2	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	1	$338.52	$24.54	$363.06
Annual Payment 2	IR1CA	Interview Room 1 Camera Standard	3	$13,376.16	$690.63	$14,066.79
Total				**$14,014.68**	**$736.92**	**$14,751.60**

Jun 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	1	$300.00	$21.75	$321.75
Annual Payment 3	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	1	$338.52	$24.54	$363.06
Annual Payment 3	IR1CA	Interview Room 1 Camera Standard	3	$13,376.16	$690.63	$14,066.79
Total				**$14,014.68**	**$736.92**	**$14,751.60**

Jun 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	1	$300.00	$21.75	$321.75
Annual Payment 4	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	1	$338.52	$24.54	$363.06
Annual Payment 4	IR1CA	Interview Room 1 Camera Standard	3	$13,376.16	$690.63	$14,066.79
Total				**$14,014.68**	**$736.92**	**$14,751.60**

Jun 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	1	$300.00	$21.75	$321.75
Annual Payment 5	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	1	$338.52	$24.55	$363.07
Annual Payment 5	IR1CA	Interview Room 1 Camera Standard	3	$13,376.16	$690.65	$14,066.81
Total				**$14,014.68**	**$736.95**	**$14,751.63**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement for Agency as negotiated and agreed to by the parties on June 26, 2023, as well as the attached Amendment 1, and any Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

x

Signature Town Manager

6/26/2026

[empty signing timestamp]

Date Signed

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

x

[empty member name] , Finance Director
Email: jon.griffin@apexnc.org
Timestamp: [empty signing timestamp]

Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic:(800) 978-2737
International: +1.800.978.2737

Q-826741-46143DJ

Issued: 05/01/2026

Quote Expiration: 12/31/2026

Estimated Contract Start Date: 06/01/2026

Account Number: 110531

Payment Terms: N30

Mode of Delivery: AUTO-GND

Credit/Debit Amount: $0.00

SHIP TO	BILL TO
Apex Police Department - NC 205 Saunders St Apex, NC 27502-1447 USA	Apex Police Department - NC 205 Saunders St Apex NC 27502-1447 USA Email: 0566001166

SALES REPRESENTATIVE	PRIMARY CONTACT
Madison Mayfield Phone: Email: mmayfield@axon.com Fax:	Bradley Meyers Phone: (919) 423-9087 Email: bradley.meyers@apexnc.org Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	$42,740.96
ESTIMATED TOTAL W/ TAX	$42,740.96

Discount Summary

Average Savings Per Year	$174.45
TOTAL SAVINGS	$872.24

Payment Summary

Date	Subtotal	Tax	Total
Jun 2026	$8,548.20	$0.00	$8,548.20
Jun 2027	$8,548.19	$0.00	$8,548.19
Jun 2028	$8,548.19	$0.00	$8,548.19
Jun 2029	$8,548.19	$0.00	$8,548.19
Jun 2030	$8,548.19	$0.00	$8,548.19
Total	**$42,740.96**	**$0.00**	**$42,740.96**

Quote Unbundled Price:	**$43,613.20**
Quote List Price:	**$43,613.20**
Quote Subtotal:	**$42,740.96**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Software									
100579	AXON AIR - DRONESENSE UAS (CLASS 1)	1	60		$141.67	$138.84	$8,330.20	$0.00	$8,330.20
100583	AXON AIR - DRONESENSE SCREENSHARE / MAVLINK LICENSE	2	60		$75.00	$73.50	$8,820.00	$0.00	$8,820.00
102656	AXON AIR - AXON EVIDENCE UNLIMITED DATA STORAGE PER DRONE	4	60		$37.97	$37.21	$8,930.56	$0.00	$8,930.56
100580	AXON AIR - DRONESENSE UAS (CLASS 2)	1	60		$241.67	$236.84	$14,210.20	$0.00	$14,210.20
A la Carte Services									
12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1			$2,500.00	$2,450.00	$2,450.00	$0.00	$2,450.00
Total							**$42,740.96**	**$0.00**	**$42,740.96**

Delivery Schedule

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	100579	AXON AIR - DRONESENSE UAS (CLASS 1)	1	06/01/2026	05/31/2031
A la Carte	100580	AXON AIR - DRONESENSE UAS (CLASS 2)	1	06/01/2026	05/31/2031
A la Carte	100583	AXON AIR - DRONESENSE SCREENSHARE / MAVLINK LICENSE	2	06/01/2026	05/31/2031
A la Carte	102656	AXON AIR - AXON EVIDENCE UNLIMITED DATA STORAGE PER DRONE	4	06/01/2026	05/31/2031

Services

Bundle	Item	Description	QTY
A la Carte	12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	205 Saunders St	Apex	NC	27502-1447	USA

Payment Details

Jun 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	100579	AXON AIR - DRONESENSE UAS (CLASS 1)	1	$1,666.04	$0.00	$1,666.04
Annual Payment 1	100580	AXON AIR - DRONESENSE UAS (CLASS 2)	1	$2,842.05	$0.00	$2,842.05
Annual Payment 1	100583	AXON AIR - DRONESENSE SCREENSHARE / MAVLINK LICENSE	2	$1,764.00	$0.00	$1,764.00
Annual Payment 1	102656	AXON AIR - AXON EVIDENCE UNLIMITED DATA STORAGE PER DRONE	4	$1,786.11	$0.00	$1,786.11
Annual Payment 1	12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1	$490.00	$0.00	$490.00
Total				**$8,548.20**	**$0.00**	**$8,548.20**

Jun 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	100579	AXON AIR - DRONESENSE UAS (CLASS 1)	1	$1,666.04	$0.00	$1,666.04
Annual Payment 2	100580	AXON AIR - DRONESENSE UAS (CLASS 2)	1	$2,842.04	$0.00	$2,842.04
Annual Payment 2	100583	AXON AIR - DRONESENSE SCREENSHARE / MAVLINK LICENSE	2	$1,764.00	$0.00	$1,764.00
Annual Payment 2	102656	AXON AIR - AXON EVIDENCE UNLIMITED DATA STORAGE PER DRONE	4	$1,786.11	$0.00	$1,786.11
Annual Payment 2	12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1	$490.00	$0.00	$490.00
Total				**$8,548.19**	**$0.00**	**$8,548.19**

Jun 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	100579	AXON AIR - DRONESENSE UAS (CLASS 1)	1	$1,666.04	$0.00	$1,666.04
Annual Payment 3	100580	AXON AIR - DRONESENSE UAS (CLASS 2)	1	$2,842.04	$0.00	$2,842.04
Annual Payment 3	100583	AXON AIR - DRONESENSE SCREENSHARE / MAVLINK LICENSE	2	$1,764.00	$0.00	$1,764.00
Annual Payment 3	102656	AXON AIR - AXON EVIDENCE UNLIMITED DATA STORAGE PER DRONE	4	$1,786.11	$0.00	$1,786.11
Annual Payment 3	12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1	$490.00	$0.00	$490.00
Total				**$8,548.19**	**$0.00**	**$8,548.19**

Jun 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	100579	AXON AIR - DRONESENSE UAS (CLASS 1)	1	$1,666.04	$0.00	$1,666.04
Annual Payment 4	100580	AXON AIR - DRONESENSE UAS (CLASS 2)	1	$2,842.04	$0.00	$2,842.04
Annual Payment 4	100583	AXON AIR - DRONESENSE SCREENSHARE / MAVLINK LICENSE	2	$1,764.00	$0.00	$1,764.00
Annual Payment 4	102656	AXON AIR - AXON EVIDENCE UNLIMITED DATA STORAGE PER DRONE	4	$1,786.11	$0.00	$1,786.11
Annual Payment 4	12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1	$490.00	$0.00	$490.00
Total				**$8,548.19**	**$0.00**	**$8,548.19**

Jun 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	100579	AXON AIR - DRONESENSE UAS (CLASS 1)	1	$1,666.04	$0.00	$1,666.04
Annual Payment 5	100580	AXON AIR - DRONESENSE UAS (CLASS 2)	1	$2,842.04	$0.00	$2,842.04
Annual Payment 5	100583	AXON AIR - DRONESENSE SCREENS LICENSE	2	$1,764.00	$0.00	$1,764.00

Jun 2030						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Annual Payment 5	102656	AXON AIR - AXON EVIDENCE UNLIMITED DATA STORAGE PER DRONE	4	$1,786.11	$0.00	$1,786.11
Annual Payment 5	12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1	$490.00	$0.00	$490.00
Total				**$8,548.19**	**$0.00**	**$8,548.19**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement for Agency as negotiated and agreed to by the parties on June 26, 2023, as well as the attached Amendment 1, and any Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Rewrite Estimates

Estimated Amounts and Contract Terminations. Any amounts stated as due under existing or terminated contracts — including contract transfer balances carried forward to new or pending contracts — are estimates based on payments received as of the calculation date. These estimates may be adjusted if new contracts are not executed on the anticipated dates or if expected payments are not made.

Refresh Shipment Timing

Technology Assurance Plan (TAP) Refresh Prior to Renewal. For Customers with expiring agreements that include TAP refresh rights, Axon may, in its discretion, ship refresh hardware under the existing contract while renewal or replacement agreements are in progress. Any such shipments will be deemed made under the terms of the existing contract until the new contract is fully executed, after which any applicable updates, fees, or adjustments will apply.

Shipment Timing

Shipment Variance. Estimated shipment dates are provided for planning purposes only and are not guarantees. Axon may ship hardware before or after the estimated shipment date, and failure to meet an estimated shipment date will not, by itself, constitute a breach, provided Axon uses commercially reasonable efforts to meet estimated shipment dates.

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

x

Signature Town Manager

[empty signing timestamp]

Date Signed

x

[empty member name] , Finance Director
Email: jon.griffin@apexnc.org
Timestamp: [empty signing timestamp]

5/1/2026



| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: August 11, 2026

Item Details

Presenter(s): Jonathan Jacobs, P.E., Director

Department(s): Water Resources

Requested Motion

Motion to approve a Master Services Agreement (MSA) between Charles R. Underwood, Inc. and Town of Apex, effective through June 30, 2029, for on-call emergency pump station component upgrades, installations, repairs, and related services for the Town's Water Resources Department, and to authorize the Town Manager, or their designee, to execute the agreement on behalf of the Town.

Approval Recommended?

Yes

Item Details

The Water Resources Department is requesting approval of a Master Services Agreement with Charles R. Underwood, Inc. to provide pump station component upgrades, installations, repairs, maintenance, and related services for the Town's water and sewer utility infrastructure. The agreement establishes the contractual terms and conditions under which the contractor may perform services on an as-needed basis through June 30, 2029.

Under the agreement, individual projects will be authorized through separate scopes of work, quotes, and purchase orders. Each scope of work must receive written authorization from the Town prior to the commencement of services, and no individual project issued under this agreement may exceed $30,000. The agreement is non-exclusive and does not obligate the Town to utilize the contractor for any minimum amount of work.

Approval of this agreement provides the Town with a qualified contractor to perform specialized pump station maintenance and repair services as operational needs arise, allowing the Water Resources Department to respond efficiently to maintenance requirements while utilizing established contract terms. Funding for services performed under this agreement will be provided through approved departmental operating or capital project budgets as individual purchase orders are issued.

NCDEQ Collection System Permit (WQCS00064).

Attachments

- CN5-A1: Master Services Agreement Contract Multi-Year – Charles R. Underwood, Inc.
- CN5-A2: Charles R. Underwood, Inc Rate Schedule 2026

STATE OF NORTH CAROLINA **COUNTY OF WAKE**	**MASTER SERVICES AGREEMENT**

THIS MASTER SERVICES AGREEMENT (hereinafter "Agreement") is entered into this , by and between, Charles R. Underwood, Inc. , a North Carolina corporation with its principal business offices located at 2000 Boone Trail Road, Sanford, NC 27330 (the "Contractor"), and the Town of Apex, a municipal corporation of the State of North Carolina, (the "Town"). Town and Contractor may collectively be referred to as "Parties" hereinafter.

WITNESSETH:

WHEREAS, Town, is engaged in the operation of water and sewer utilities, including pipes, drains, facilities, and associated equipment, which from time to time require maintenance, repair, installation, removal, testing, and inspection as well as other projects related to wastewater treatment and soil and erosion control ; and

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

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

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

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

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

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

1. SCOPE OF SERVICES.

The Contractor agrees to perform for the Town the following general services when requested by the Town: Pump station component upgrades, installations, repair, and service.

When service is requested by the Town, Contractor shall provide a detailed Scope of Services and quote that shall be governed by the terms of this Agreement. If a rate sheet is provided and attached to this Agreement then the quote shall be consistent with the rate sheet. The quote and Scope of Services shall reference this Agreement and this Agreement shall be incorporated into and made a part of the Scope of Services and quote whether or not expressly incorporated by reference in the Scope of Services and quote. No work covered by a submitted Scope of Services shall exceed thirty thousand dollars ($30,000.00) in cost. No services shall be provided by the Contractor until a Scope of Services or quote is signed by the Town or the Town issues a Notice to Proceed to the Contractor.

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

2. SPECIFICATIONS.

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

3. TIME OF COMMENCEMENT AND COMPLETION.

This Agreement shall terminate on June 30th, 2029 unless terminated sooner in accordance with the terms of this Agreement. Contractor shall commence and complete the work required by this Agreement in accordance with the dates provided in the Scope of Services as agreed upon by the Parties. Contractor shall immediately notify the Town of any event or circumstance that may, immediately or in the future, impede the proper and timely execution of any work so that remedial action may be taken. Contractor shall not begin any work pursuant to this Agreement or a Scope of Services until written confirmation has been provided by the Town. The Parties hereby agree that written confirmation may be provided through electronic communication from the Town's representative identified in Section 13 of this Agreement. If Contractor has not satisfactorily commenced or completed the work within the times specified, the Town may declare such delay a material breach of contract and may pursue all available legal and equitable remedies. Any changes to the schedule(s) provided in the Scope of Services must be agreed to in writing by the Town and the Contractor.

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

In consideration of the above services, the Town will pay the Contractor the amount authorized by the issued Purchase Order corresponding to the agreed upon Scope of Services and quote. After services are agreed upon pursuant to this Agreement and the associated Scopes of Service, Contractor will invoice the Town for work performed. Town has the right to require the Contractor to produce for inspection all of Contractor's records and charges to verify the accuracy of all invoices. Town shall pay Contractor's invoices within thirty (30) days of receipt unless a bona fide dispute exists between Town and Contractor concerning the accuracy of said invoice or the services covered thereby.

5. INDEMNIFICATION.

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

6. APPLICABILITY OF LAWS AND REGULATIONS.

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

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

7. E-VERIFY COMPLIANCE.

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

8. QUALITY AND WORKMANSHIP.

All work shall be performed to the satisfaction of the Town. The work shall not be considered complete nor applicable payments rendered until the Town is satisfied with the services provided. Contractor shall provide services in accordance with all federal, state and local law and in accordance with all governing agency regulations and shall be held to the same standard and shall exercise the same degree of care, skill and judgment in the performance of services for the Town as is ordinarily provided by a similar professional under the same or similar circumstances at the time in North Carolina.

9. INSURANCE.

The Contractor shall maintain valid general liability insurance in the minimum amount of $1,000,000.00, commercial automobile liability insurance in the minimum amount of $2,000,000.00, and provide certificates of such insurance naming the Town of Apex as an *additional insured* by endorsement to the policies. If the policy has a blanket additional insured provision, the contractor's insurance shall be primary and non-contributory to other insurance. Additionally, the contractor shall maintain and show proof of workers' compensation insurance within the statutory limits, and employer's liability insurance in the minimum amount of $1,000,000.00. The Contractor shall provide notice of cancellation, non-renewal or material change in coverage to the Town of Apex within 10 days of their receipt of notice from the

insurance company.

All required certificates of insurance, endorsements, and blanket additional insured policy provisions are attached and considered part of this document. Notwithstanding the foregoing, neither the requirement of Contractor to have sufficient insurance nor the requirement that Town is named as an additional insured, shall constitute waiver of the Town's governmental immunity in any respect, under North Carolina law.

10. PRE-PROJECT SAFETY REVIEW MEETING.

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

11. DEFAULT.

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

12. TERMINATION FOR CONVENIENCE.

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

13. NOTICE.

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

TO CONTRACTOR:	TO TOWN: Town of Apex
Attn: Cooper Edmondson Contractor: Charles R. Underwood, Inc. Address: 2000 Boone Trail Road Sanford NC, 27330 Email: cedmondson@crupumps.com	Attn: Jonathan Jacobs Water Resources PO Box 250 Apex NC 27502 jonathan.jacobs@apexnc.org Invoices: Apex.Invoices@apexnc.org

14. DELAY BEYOND THE CONTROL OF THE PARTIES.

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

15. NONWAIVER FOR BREACH.

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

16. CONSTRUCTION.

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

17. NO REPRESENTATIONS.

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

18. SEVERABILITY.

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

19. COUNTERPARTS.

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

20. MODIFICATION.

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

21. BINDING EFFECT.

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

22. ASSIGNMENT.

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

23. INDEPENDENT CONTRACTOR.

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

24. NON-APPROPRIATION.

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

25. IRAN DIVESTMENT ACT CERTIFICATION.

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

26. ANTI-HUMAN TRAFFICKING.

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

27. NONDISCRIMINATION.

Pursuant to Section 3-2 of the Town of Apex Code of Ordinances, Contractor hereby warrants and agrees that Contractor will not discriminate against a protected class in employment, subcontracting practices, or the solicitation or hiring of vendors, suppliers, or commercial

customers in connection with this Agreement. For the purposes of this Agreement "protected class" includes age, race, religious belief or non-belief, ethnicity, color, national origin, creed, sex, sexual orientation, gender identity, marital status, natural hair style, genetic information, pregnancy, familial status, disability, veteran or military status, or disabled veteran status.

28. ELECTRONIC SIGNATURE.

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

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

Charles R. Underwood, Inc.	**Town of Apex**
X	X
[empty member name] Email: zhinnant@crupumps.com Timestamp: [empty signing timestamp]	Randal E. Vosburg, Town Manager Email: [empty member email] Timestamp: [empty signing timestamp]

Contractor Attest

X

[empty member name]
Title:
Email: spetty@crupumps.com
Timestamp: [empty signing timestamp]

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

X

[empty member name] , Finance Director
Email: jon.griffin@apexnc.org
Timestamp: [empty signing timestamp]

2026 Town of Apex Rate Schedule

LABOR RATES

CRU Hourly Rates*

*CRU labor rates are plus mileage and equipment.

Field Crew 125.00 per man per hour portal to portal

Service Technician $150.00 per hour portal to portal

Reliability Specialist $200.00 an hour portal to portal

Shop Rate $135.00 per hour per man (Pump techs, machinist, paint)

Large Shop Tool Rate $175.00 per man per hour 36" lathe / 60" VTL

Water Jet Technician $175.00 per hour

Mileage $4.00 per mile for boom trucks
$3.00 per mile for service trucks, flatbed, roll back, gooseneck
$2.00 per mile all other trucks (1T & Below)

**The above mileage rates are based on the current national average fuel prices of $4.50 for gasoline & $5.60 for diesel fuel. We will adjust our mileage rates according to changes in the national average on a monthly basis.

Confined Space Entry Equipment Charge $250.00 per day / $750.00 per week

The above prices are from 7 a.m. until 7 p.m. Monday through Friday. From 7 p.m. until 7 a.m., after hours and Saturday are subject to overtime at time and half rate. Sundays and Holidays will be double time.

CRU OWNED EQUIPMENT

BOOM TRUCKS

Terex T24 15TON 875.00 per day / 2500.00 a week
Kenworth (White) T84 18TON 800.00 per day / 2400.00 a week
Kenworth (Black) T106 18TON 800.00 per day/2400 a week

BYPASS PUMPS
CD100 $885.00 per week
CD140 $2250.00 per week
CD150 $1235.00 per week
CD160 $2250.00/week
CD225 $1825.00 per week

*Charges for hoses, accessories, fuel, setup and teardown will be in addition to the bypass pump rental and priced on a per job basis.

CORE DRILL $130.00 a day / $390.00 a week

LIGHT TOWER $80.00 a day / $200.00 a week

MINI-EXCAVATORS 3/11/22
Deere 35D 6358lbs $600.00 per day / $1800.00 a week
Kubota U35SS 8234lbs $600.00 per day / $1800.00 a week

MILLER/BOBCAT WELDER GENERATOR (Trailer Mounted) 250NT 10kw/250amp
$160.00 per day / $385.00 a week 3/11/22

SCISSOR LIFT 19' $150 per day / $600.00 week 3/11/22

SKIDSTEERS
Takeuchi TL230 Series 2 (on tracks) $625.00 per day / $1,800.00 a week

TRASH PUMP
2" $65.00 per day / 195.00 a week
3" $75.00 per day / 225.00 a week
4" $95.00 per day / 285.00 a week

WALK BEHIND TRENCH ROLLER 24"-33" $490.00 per day / $1470.00 a week

WARRANTY
All work carries a twelve (12) month warranty with the following exceptions:
- All new pumps carry a two (2) year warranty except submersible sewage pump which factory warranty will govern.
- All rebuilt pumps carry a two (2) year warranty except submersible sewage pumps, which will carry a one (1) year warranty.
- All rebuilt motors carry a (1) warranty
- Any push/pull labor associated with pump repair warranties will be included as part of the warranty.

MATERIALS
Materials are quoted at the time of repair or when requested.

FREIGHT
Freight will be billed at cost +10%

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: August 11, 2026

Item Details

Presenter(s): Jonathan Jacobs, P.E., Director

Department(s): Water Resources

Requested Motion

Motion to approve a Master Services Agreement (MSA) between CITI, Inc. and Town of Apex, effective through June 30, 2029, for on-call emergency programmable logic controller (PLC) services, supervisory control and data acquisition (SCADA), instrumentation, and network configuration services for the Water Resources Department, and authorize the Town Manager, or their designee, to execute on behalf of the Town.

Approval Recommended?

Yes

Item Details

The Water Resources Department is requesting approval of a Master Services Agreement with CITI, Inc. to provide specialized programmable logic controller (PLC), supervisory control and data acquisition (SCADA), instrumentation, and network configuration services in support of the Town's water and wastewater utility systems. The agreement establishes the contractual terms and conditions under which the contractor may provide these specialized services on an as-needed basis through June 30, 2029.

Under the agreement, services may include PLC programming, SCADA and human-machine interface (HMI) programming, SQL report development, field instrumentation setup and calibration, control panel design and fabrication, fiber optic and network configuration, radio telemetry implementation, and related support services. Individual projects will be authorized through separate scopes of work, quotes, and purchase orders, with work commencing only upon written authorization from the Town.

Approval of this agreement provides the Water Resources Department with a qualified contractor to perform specialized automation, control system, and network services necessary to maintain and improve the Town's water and wastewater infrastructure. The agreement is non-exclusive and does not obligate the Town to purchase a minimum amount of services. Funding for work performed under this agreement will

be provided through approved operating or capital project budgets as individual purchase orders are issued.

Attachment

- CN6-A1: Agreement Multi-Year - CITI, Inc. - On Call Master Services Agreement (MSA)
- CN6-A2: CITI Proposal C25442 - Agreement Multi-Year - CITI, Inc. - On Call Master Services Agreement (MSA)

STATE OF NORTH CAROLINA **COUNTY OF WAKE**	**MASTER SERVICES AGREEMENT**

THIS MASTER SERVICES AGREEMENT (hereinafter "Agreement") is entered into this the _____ , by and between, CITI, Inc ., a North Carolina corporation with its principal business offices located at 4030 Yancey Rd., Charlotte, NC 28217 (the "Contractor"), and the Town of Apex, a municipal corporation of the State of North Carolina, (the "Town"). Town and Contractor may collectively be referred to as "Parties" hereinafter.

WITNESSETH:

WHEREAS, Town is engaged in the operation of water and sewer utilities, including pipes, drains, facilities, and associated equipment, which from time to time require maintenance, repair, installation, removal, testing, and inspection as well as instrumentation and control system services for water and wastewater projects ; and

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

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

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

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

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

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

1. SCOPE OF SERVICES.

The Contractor agrees to perform for the Town the following general services when requested by the Town: Programmable Logic Controllers (PLC) programming, Supervisory Control and Date

Acquisition (SCADA) and Human-Machine Interface (HMI) programming and SCADA Structured Query Language (SQL) report development, field instrumentation setup and calibration, control panel and PLC panel design and assembly, copper and fiber networking layout and configuration. Contractor services also include, but are not limited to:

- Field instrumentation setup, troubleshooting, and calibration
- Control panel and PLC panel design and fabrication
- Copper and fiber network design and configuration
- Fiber optic cable termination and testing
- Radio telemetry implementation and support
- PLC programming
- SCADA HMI development
- SQL database and reporting solutions

When service is requested by the Town, Contractor shall provide a detailed Scope of Services and quote that shall be governed by the terms of this Agreement. The quote and Scope of Services shall reference this Agreement and this Agreement shall be incorporated into and made a part of the Scope of Services and quote whether or not expressly incorporated by reference in the Scope of Services and quote. Rates for services to be provided pursuant to this Agreement are as follows:

<u>On-Call Services</u>

The following services will be provided on a time-and-materials basis or as lump sum projects, depending on Town needs.

Category of Service and man-hour billing rates	**1**	**2**
	8AM to 5PM Monday-Friday	Non-Business Hours
Project Management	$180	NA
Clerical	$90	NA
I&C Design	$170	NA

I&C Services	$170	$260
Panel Fabrication	$120	NA

On-Call Services Reimbursable Expenses

Category	**Maximum reimbursement**
Per diem for overnight expenses	$160 per day per person
Motor vehicle mileage	No Charge
Charges for use of rental equipment	Cost x 1.15
Charges for additional insurance coverage	Cost x 1.15
Charges for reproduction of documents	Cost x 1.15
Charges for manufacturer's service department	Cost x 1.05
Charges for materials	Cost x 1.15

On-call emergency services are estimated to be provided within 48 hours of a request with primary support being provided by Contractor's Cary, NC office with additional support from its Charlotte office as needed. Rates for services above do not include replacement parts, software, or expendables, which will be procured and invoiced upon approval by Town.

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

2. SPECIFICATIONS.

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

3. TIME OF COMMENCEMENT AND COMPLETION.

This Agreement shall terminate on June 30th, 2029, unless terminated sooner in accordance with the terms of this Agreement. Contractor shall commence and complete the work required by this Agreement in accordance with the dates provided in the Scope of Services as agreed upon by the Parties. Contractor shall immediately notify the Town of any event or circumstance that may, immediately or in the future, impede the proper and timely execution of any work so that remedial action may be taken. Contractor shall not begin any work pursuant to this Agreement or a Scope of Services until written confirmation has been provided by the Town. The Parties hereby agree that written confirmation may be provided through electronic communication from the Town's representative identified in Section 14 of this Agreement. If Contractor has not satisfactorily commenced or completed the work within the times specified, the Town may declare such delay a material breach of contract and may pursue all available legal and equitable remedies. Any changes to the schedule(s) provided in the Scope of Services must be agreed to in writing by the Town and the Contractor.

4. CONSIDERATION AND PAYMENT OF SERVICES.

In consideration of the above services, the Town will pay the Contractor the amount authorized by the issued Purchase Order corresponding to the agreed upon Scope of Services and quote. Quotes for work shall be consistent with the rates identified in Section 1 of this Agreement. After services are agreed upon pursuant to this Agreement and the associated Scopes of Service, Contractor will invoice the Town for work performed. Town has the right to require the Contractor to produce for inspection all of Contractor's records and charges to verify the accuracy of all invoices. Town shall pay Contractor's invoices within thirty (30) days of receipt unless a bona fide dispute exists between Town and Contractor concerning the accuracy of said invoice or the services covered thereby.

5. INDEMNIFICATION.

To the extent permitted by law, the Contractor agrees to defend, pay on behalf of, indemnify, and hold-harmless the Town of Apex, its elected and appointed officials, employees, agents, and volunteers against any and all claims, demands, suits or losses, including all costs connected therewith, for any damages which may be asserted, claimed or recovered against or from the Town of Apex its elected or appointed officials, employees, agents, and volunteers by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof resulting from the Contractor's negligence. Additionally, Contractor agrees to defend, pay on behalf of, indemnify, and hold-harmless the Town of Apex, its elected and appointed officials, employees, agents, and volunteers against any and all claims, demands, suits, damages, expenses, or losses, including all direct, indirect, and consequential costs connected therewith, for any damages which may be asserted, claimed or recovered against or from the Town of Apex, its elected or appointed officials, employees, agents, and volunteers based in whole or in part on or arising in whole or in part out of any act, omission, or conduct of Contractor associated with a data breach, cyber-attack, ransomware attack, or any unauthorized disclosure of, access to, or use of Town data or unauthorized access to Town systems. This Section 5 shall survive the termination of this Agreement.

6. APPLICABILITY OF LAWS AND REGULATIONS.

The Contractor shall adhere to all laws, ordinances, and regulations of the United States, the State

of North Carolina, the County of Wake, and the Town of Apex in the performance of the services outlined in this contract and any attached specifications.

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

7. E-VERIFY COMPLIANCE.

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

8. QUALITY AND WORKMANSHIP.

All work shall be performed to the satisfaction of the Town. The work shall not be considered complete nor applicable payments rendered until the Town is satisfied with the services provided. Contractor shall provide services in accordance with all federal, state and local law and in accordance with all governing agency regulations and shall be held to the same standard and shall exercise the same degree of care, skill and judgment in the performance of services for the Town as is ordinarily provided by a similar professional under the same or similar circumstances at the time in North Carolina.

9. INSURANCE.

The Contractor shall maintain valid general liability insurance in the minimum amount of $1,000,000, commercial automobile liability insurance in the minimum amount of $2,000,000, cyber liability coverage in the minimum amount of $4,000,000 including coverage for crisis management expenses, business interruption, cyber extortion, forensic investigations, and regulatory defense expenses, and provide certificates of such insurance naming the Town of Apex as an *additional insured* by endorsement to the policies. If the policy has a blanket additional insured provision, the contractor's insurance shall be primary and non-contributory to other insurance. Additionally, the contractor shall maintain and show proof of workers' compensation insurance within the statutory limits, and employer's liability insurance in the minimum amount of $1,000,000. The Contractor shall provide notice of cancellation, non-renewal or material change in coverage to the Town of Apex within 10 days of their receipt of notice from the insurance company.

All required certificates of insurance, endorsements, and blanket additional insured policy provisions are attached and considered part of this document. Notwithstanding the foregoing, neither the requirement of Contractor to have sufficient insurance nor the requirement that Town is named as an additional insured, shall constitute waiver of the Town's governmental immunity in any respect, under North Carolina law.

10. CYBERSECURTY REQUIREMENTS.

A. Cyber Incident Notification.

Contractor shall notify the Town within 24 hours of discovering any of the following:

- A confirmed or suspected breach of the Contractor's own information technology systems or environment.
- Ransomware or malware infection on any Contractor device that has connected to Town systems or holds credentials for Town infrastructure.
- Compromise of any credentials used to access Town systems.
- Any cyber event within the Contractor's environment that may affect the confidentiality, integrity, or availability of Town systems or networks.
- Should any of the above occur, Contractor shall provide digital forensics data relevant to the occurrence to the Town.

Notification shall be made to the Town's representative identified in Section 14 of this Agreement as well as to the Town IT Manager, Conrad Sain, at conrad.sain@apexnc.org and 919-372-7447.

B. Endpoint and Device Security.

Contractor-owned devices that connect to Town terminals, equipment, networks or systems must have the following in place:

• Current and actively updated endpoint protection (EDR/XDR/MDR).

• Operating system and software patched to current vendor-supported levels.

• Full-disk encryption enabled.

• No unauthorized software, remote access tools, or peer-to-peer applications installed.

• PLC programming software and firmware files sourced only from verified vendor repositories.

The Town may inspect or deny connection of any Contractor device that does not meet the above criteria.

By executing this Agreement, Contractor hereby certifies that its operations are in compliance with NIST SP 800-82 (Guide to OT/ICS Security) or NIST CSF. Contractor agrees that Town system data and configurations are securely stored and protected at all times and in the event of a data security breach Contractor shall take all necessary and reasonable step to protect Town data and information. Town-issued credentials provided to Contractor must never be stored in plaintext, shared via unsecured channels, or retained on Contractor systems following the termination of this Agreement.

C. Access Controls and Credential Management

All Contractor credentials for Town systems will be issued and managed by the Town's Information Technology (IT) department. Credentials will be unique to each individual employed by the Contractor and will not be shared by Contractor's employees. Credentials shall be rotated at the start and completion of each scope of work, or at minimum every 90 days during any specific scope of work. Contractor shall immediately notify the Town IT Manager of any personnel changes affecting individuals with access to Town systems. Access will be revoked within 24 hours for any Contractor personnel that is terminated, reassigned, or no longer requires credentials. Contractor agrees that it will not store Town credentials on Contractor-owned systems, shared drives, cloud storage, or third-party platforms.

D. Remote Access Requirements

If remote access is granted for SCADA/PLC troubleshooting, all sessions must occur through Town-managed infrastructure in accordance with the following:

- Remote access is permitted only through Town-approved and Town-managed VPN or secure access solutions.
- Multi-factor authentication (MFA) is required for all remote sessions.
- Contractor acknowledges that all remote sessions will be logged by the Town's IT department, including user identity, timestamps, and systems accessed.
- Remote access must be time-limited and will be revoked upon completion of each authorized scope of work.
- Contractor shall not establish any independent remote access pathways to Town systems (e.g., cellular modems, TeamViewer, AnyDesk, or similar tools) without written approval from the Town.
- Contractor shall not install persistent remote access software on any Town-owned system.
- Contractor shall not store Town credentials on Contractor-owned systems, shared drives, cloud storage, or third party platforms unless the Town consents in writing.

E. Restrictions on Network and Infrastructure Changes.

Contractor shall not make, or allow to be made, any changes, modifications, or alterations to any Town networks, configurations, or systems including the following:

- Contractor shall not modify network topology, firewall rules, switch configurations,

VLAN assignments, or server configurations.

- Contractor shall not connect Town OT/SCADA networks to the Contractor's corporate network, the public internet, or any external system.
- Contractor shall not install, remove, or reconfigure any Town network equipment, servers, or infrastructure components.
- If any work requires infrastructure changes Contractor shall submit the requested changes to the Town's representative for review.

F. Subcontractors

Contractor agrees that any subcontractors retained to perform any services authorized by this Agreement will comply with all requirements of Contractor detailed in this Section 10, including but not limited to, endpoint security, access control, and credential management requirements. Contractor is responsible for all subcontractor performance and security and will notify Town prior to retaining any subcontractor to perform services pursuant to this Agreement. Town consent, which will not be unreasonably withheld, shall be obtained prior to the use of subcontractors pursuant to this Agreement.

G. Contractor Personnel

Contractor warrants and agrees that all Contractor personnel that will perform pursuant to this Agreement have undergone criminal background checks. Contractor will provide the Town with a list of all personnel that will need access to any Town systems or networks within 10 days of the execution of this Agreement and update said list whenever there are changes in personnel status.

H. Confidentiality

Contractor shall maintain the confidentiality of all Town system documentation, network diagrams, IP addresses, credentials, SCADA configurations, PLC programs, and system architecture information. Contractor agrees that none of the above information will be shared or stored with, or disclosed to, any third party. Upon termination of this Agreement Contractor will return all information identified in this Subsection G to the Town within 20 days of termination.

I. Cybersecurity Audit.

In the event of a cyber incident, data breach, ransomware attack, or unauthorized access of Contractor data or systems, Contractor will cooperate with a Town audit of the Contractor's cybersecurity practices and compliance with Section 10 of this Agreement.

11. PRE-PROJECT SAFETY REVIEW MEETING.

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

12. DEFAULT.

In the event of substantial failure by Contractor to perform in accordance with the terms of this Agreement, Town shall have the right to terminate this Agreement upon seven (7) days written notice in which event Contractor shall have neither the obligation nor the right to perform further services under this Agreement. Notwithstanding the foregoing sentence, in the event of a cybersecurity event, ransomware event, or data breach of Contractor, or any violation of Section 10 of this Agreement, Town may terminate or suspend this Agreement immediately. Upon termination or suspension Contractor will discontinue all access to Town systems and networks.

13. TERMINATION FOR CONVENIENCE.

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

14. NOTICE.

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

TO CONTRACTOR:	TO TOWN: Town of Apex
Attn: Leonardo Jurado Contractor: CITI, Inc Address: 600 Pinner Weald Way, Suite 102 Cary, NC, 27513 Email: LJurado@citi-inc.com	Attn: Jonathan Jacobs Water Resources PO Box 250 Apex NC 27502 jonathan.jacobs@apexnc.org Invoices: Apex.Invoices@apexnc.org

15. DELAY BEYOND THE CONTROL OF THE PARTIES.

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

war, riot, civil disobedience, or other event reasonably outside of the parties' control.

16. NONWAIVER FOR BREACH.

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

17. CONSTRUCTION.

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

18. NO REPRESENTATIONS.

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

19. SEVERABILITY.

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

20. COUNTERPARTS.

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

21. MODIFICATION.

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

22. BINDING EFFECT.

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

23. ASSIGNMENT.

Contractor shall not assign, sublet, or transfer any rights under or interest in (including, but

without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the Town. Nothing contained in this paragraph shall prevent Contractor from employing such independent consultants, associates, and sub-contractors as it may deem appropriate to assist Contractor in the performance of services rendered.

24. INDEPENDENT CONTRACTOR.

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

25. NON-APPROPRIATION.

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

26. IRAN DIVESTMENT ACT CERTIFICATION.

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

27. ANTI-HUMAN TRAFFICKING.

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

28. NONDISCRIMINATION.

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

29. ELECTRONIC SIGNATURE.

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

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

CITI, Inc.



Leonardo Jurado
Email: ljurado@citi-inc.com
Timestamp: [empty signing timestamp]

Town of Apex

Randal E. Vosburg, Town Manager
Email: [empty member email]
Timestamp: [empty signing timestamp]

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

[empty member name] , Finance Director
Email: jon.griffin@apexnc.org
Timestamp: [empty signing timestamp]

CITI INC
SYSTEMS INTEGRATOR

4030 Yancey Road, Charlotte, NC 28217
P.O. Box 33758, Charlotte, NC 28233
PHONE 704.969.2484 FAX 704.969.2480

CITI Proposal C25442

March 20, 2026

Kimberly Nobles
Senior Program Support Specialist II
Town of Apex Water Resources
105-A Upchurch St, PO Box 250, Apex, NC 27502
(919) 372-7453

Dear Ms. Nobles,

Thank you for the opportunity to provide our services in support of the instrumentation and control system needs at the Town of Apex Water Reclamation Facility, Collections and Water Distribution Systems.

CITI, INC is a systems integration firm serving North and South Carolina, with offices in Cary and Charlotte, NC. Our Local Cary team of over 20 professionals provides expertise in PLC, SCADA, database programming, and operational technology (OT) solutions, along with experienced technical staff to support field instrumentation and control systems.

Our services include, but are not limited to:

- Field instrumentation setup, troubleshooting, and calibration
- Control panel and PLC panel design and fabrication
- Copper and fiber network design and configuration
- Fiber optic cable termination and testing
- Radio telemetry implementation and support
- PLC programming
- SCADA HMI development
- SQL database and reporting solutions

On-Call Services
We can provide services on a time-and-materials basis or as lump sum projects, depending on your needs.

Category of Service and man-hour billing rates	**1** 8AM to 5PM Monday-Friday	**2** Non-Business Hours
Project Management	$180	NA
Clerical	$90	NA
I&C Design	$170	NA
I&C Services	$170	$260
Panel Fabrication	$120	NA

C. On-Call Services Reimbursable Expenses

Category	**Maximum reimbursement**
Per diem for overnight expenses	$160 per day per person
Motor vehicle mileage	No Charge
Charges for use of rental equipment	Cost x 1.15
Charges for additional insurance coverage	Cost x 1.15

Charges for reproduction of documents	Cost x 1.15
Charges for manufacturer's service department	Cost x 1.05
Charges for materials	Cost x 1.15

CITI will make every effort to respond to emergency service requests within 48 hours. Primary support will be provided from our Cary office, with additional support available from Charlotte as needed.

Clarifications

1. Rates above do not include replacement parts, software, or expendables. These will be procured upon Owner approval and billed separately.
2. Non-warranty equipment and replacement components will be invoiced at pre-approved rates.
3. Insurance coverage includes:
    - General liability: $1,000,000 / $2,000,000
    - Auto liability: $1,000,000
    - Excess liability: $1,000,000
    - Workers compensation: $500,000
4. Payment terms are net 30 days from invoice date.
5. Travel time is billable. Standard one-way travel time from our Cary office will apply unless otherwise agreed.
6. CITI will only invoice for services performed and materials delivered prior to billing.

Thank you again for the opportunity to support the Town of Apex. If you have any questions or require additional information, please do not hesitate to contact us.

Very truly yours,

Leonardo Jurado
President

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: August 11, 2026

Item Details

Presenter(s): Jonathan Jacobs, P.E., Director

Department(s): Water Resources

Requested Motion

Motion to approve a Master Services Agreement (MSA) between J & D Tree Pros, Inc. and Town of Apex, for on-call emergency tree trimming, tree removal, and stump grinding services for multiple Town departments through June 30, 2029, and authorize the Town Manager, or their designee, to execute on behalf of the Town.

Approval Recommended?

Yes

Item Details

The Water Resources Department is requesting approval of a Master Services Agreement with J & D Tree Pros, Inc. to provide tree trimming, tree removal, and stump grinding services for multiple Town departments. The agreement establishes the contractual terms and conditions under which the contractor may perform arborist services on an as-needed basis through June 30, 2029.

Under the agreement, individual projects will be authorized through separate scopes of work, quotes, and purchase orders. Work will be performed only after written authorization from the Town, and each scope of work will be governed by the terms and conditions of the Master Services Agreement. The agreement is non-exclusive and does not obligate the Town to utilize the contractor for any minimum amount of work.

Approval of this agreement provides the Town with a qualified contractor to perform specialized tree maintenance and removal services as operational needs arise, supporting the maintenance of Town-owned property, utility infrastructure, parks, and public rights-of-way. Funding for services performed under this agreement will be provided through approved departmental operating or capital project budgets as individual purchase orders are issued.

Attachments

- CN7-A1: Master Services Agreement - Contract Multi-Year - J & D Tree Pros, Inc. - July 1, 2026 through June 30, 2029
- CN7-A2: Rate Sheet - Contract Multi-Year - J & D Tree Pros, Inc. – July 1, 2026 through June 30, 2029

STATE OF NORTH CAROLINA **COUNTY OF WAKE**	**MASTER SERVICES AGREEMENT**

THIS MASTER SERVICES AGREEMENT (hereinafter "Agreement") is entered into this , by and between, J & D Tree Pros, Inc. , a North Carolina corporation with its principal business offices located at 2590 Farrington Road, Apex, NC 27523 (the "Contractor"), and the Town of Apex, a municipal corporation of the State of North Carolina, (the "Town"). Town and Contractor may collectively be referred to as "Parties" hereinafter.

WITNESSETH:

WHEREAS, Town, is engaged in the operation of electric, parks, water and sewer utilities, including pipes, drains, facilities, and associated equipment, which from time to time require maintenance, repair, installation, removal, testing, and inspection as well as other projects related to wastewater treatment and soil and erosion control ; and

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

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

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

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

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

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

1. SCOPE OF SERVICES.

The Contractor agrees to perform for the Town the following general services when requested by the Town: Tree trimming, removal, and stump grinding services for multiple departments within

the Town. .

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

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

2. SPECIFICATIONS.

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

3. TIME OF COMMENCEMENT AND COMPLETION.

This Agreement shall terminate on June 30th, 2029 unless terminated sooner in accordance with the terms of this Agreement. Contractor shall commence and complete the work required by this Agreement in accordance with the dates provided in the Scope of Services as agreed upon by the Parties. Contractor shall immediately notify the Town of any event or circumstance that may, immediately or in the future, impede the proper and timely execution of any work so that remedial action may be taken. Contractor shall not begin any work pursuant to this Agreement or a Scope of Services until written confirmation has been provided by the Town. The Parties hereby agree that written confirmation may be provided through electronic communication from the Town's representative identified in Section 13 of this Agreement. If Contractor has not satisfactorily commenced or completed the work within the times specified, the Town may declare such delay a material breach of contract and may pursue all available legal and equitable remedies. Any changes to the schedule(s) provided in the Scope of Services must be agreed to in writing by the Town and the Contractor.

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

In consideration of the above services, the Town will pay the Contractor the amount authorized by the issued Purchase Order corresponding to the agreed upon Scope of Services and quote. After services are agreed upon pursuant to this Agreement and the associated Scopes of Service, Contractor will invoice the Town for work performed. Town has the right to require the Contractor to produce for inspection all of Contractor's records and charges to verify the accuracy of all invoices. Town shall pay Contractor's invoices within thirty (30) days of receipt unless a bona fide dispute exists between Town and Contractor concerning the accuracy of said invoice or the services covered thereby.

5. INDEMNIFICATION.

To the extent permitted by law, the Contractor agrees to defend, pay on behalf of, indemnify, and

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

6. APPLICABILITY OF LAWS AND REGULATIONS.

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

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

7. E-VERIFY COMPLIANCE.

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

8. QUALITY AND WORKMANSHIP.

All work shall be performed to the satisfaction of the Town. The work shall not be considered complete nor applicable payments rendered until the Town is satisfied with the services provided. Contractor shall provide services in accordance with all federal, state and local law and in accordance with all governing agency regulations and shall be held to the same standard and shall exercise the same degree of care, skill and judgment in the performance of services for the Town as is ordinarily provided by a similar professional under the same or similar circumstances at the time in North Carolina.

9. INSURANCE.

The Contractor shall maintain valid general liability insurance in the minimum amount of $1,000,000.00, commercial automobile liability insurance in the minimum amount of $2,000,000.00, and provide certificates of such insurance naming the Town of Apex as an *additional insured* by endorsement to the policies. If the policy has a blanket additional insured provision, the contractor's insurance shall be primary and non-contributory to other insurance. Additionally, the contractor shall maintain and show proof of workers' compensation insurance within the statutory limits, and employer's liability insurance in the minimum amount of $1,000,000.00. The Contractor shall provide notice of cancellation, non-renewal or material change in coverage to the Town of Apex within 10 days of their receipt of notice from the insurance company.

All required certificates of insurance, endorsements, and blanket additional insured policy provisions are attached and considered part of this document. Notwithstanding the foregoing, neither the requirement of Contractor to have sufficient insurance nor the requirement that Town is named as an additional insured, shall constitute waiver of the Town's governmental immunity in any respect, under North Carolina law.

10. PRE-PROJECT SAFETY REVIEW MEETING.

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

11. DEFAULT.

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

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13. NOTICE.

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

TO CONTRACTOR:	TO TOWN: Town of Apex
Attn: Daniel McMains Contractor: J & D Tree Pros, Inc. Address: 2590 Farrington Road Apex NC, 27523 Email: dan@jdtreepros.com	Attn: Jonathan Jacobs Water Resources PO Box 250 Apex NC 27502 jonathan.jacobs@apexnc.org Invoices: Apex.Invoices@apexnc.org

14. DELAY BEYOND THE CONTROL OF THE PARTIES.

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

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

17. NO REPRESENTATIONS.

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

18. SEVERABILITY.

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

19. COUNTERPARTS.

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22. ASSIGNMENT.

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

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

25. IRAN DIVESTMENT ACT CERTIFICATION.

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

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

27. NONDISCRIMINATION.

Pursuant to Section 3-2 of the Town of Apex Code of Ordinances, Contractor hereby warrants and agrees that Contractor will not discriminate against a protected class in employment, subcontracting practices, or the solicitation or hiring of vendors, suppliers, or commercial customers in connection with this Agreement. For the purposes of this Agreement "protected class" includes age, race, religious belief or non-belief, ethnicity, color, national origin, creed,

sex, sexual orientation, gender identity, marital status, natural hair style, genetic information, pregnancy, familial status, disability, veteran or military status, or disabled veteran status.

28. ELECTRONIC SIGNATURE.

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

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

J & D Tree Pros, Inc. X [empty member name] Email: dan@jdtreepros.com Timestamp: [empty signing timestamp]	**Town of Apex** X Randal E. Vosburg, Town Manager Email: [empty member email] Timestamp: [empty signing timestamp]
	This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act. X [empty member name] , Finance Director Email: jon.griffin@apexnc.org Timestamp: [empty signing timestamp]

J & D Tree Pros Inc.

2590 Farrington Road | Apex, NC 27523
919-467-7997 | info@jdtreepros.com | jdtreepros.com

RECIPIENT:

***Town of Apex**
P.O. Box 250
Apex, NC 27502
Phone: 919-548-6922 Adam McDuffie

SERVICE ADDRESS:

P.O. Box 250
Apex, NC 27502

Quote #13112

Sent on	05/29/2026
Total	**$0.00**

Product/Service	Description	Total
zzz Services	Itemized Breakdown for Annual Contract Pricing 2026- 2029 for each crew depending on what equipment it will take to clear easement.	$0.00*
zzz Services	Manual Crew - 4 Men Equipment - Bucket truck, 19" Chipper and Chipper Truck Monday - Friday from 7:30 am - 5pm $445/hr with 2 hr minimum After hours for emergency work after 5:00 pm $495/hr with 2 hr minimum	$0.00*
zzz Services	Smaller Manual Crew - 3 Men for broke limbs Equipment - Bucket truck, 19" Chipper, Chipper Truck Monday - Friday from 7:30 am - 5pm $345/hr with 2 hr minimum After hours for emergency work after 5:00 pm $375/hr with 2 hr minimum	$0.00*
zzz Services	Manual Crew- 4 Men Equipment- 100ft AMC Track Aerial Lift, 19" Chipper and Chipper Truck Monday - Friday from 7:30 am - 5pm $475/hr with 2 hr minimum After hours for emergency work after 5:00 pm $515/hr with 2 hr minimum	$0.00*
zzz Services	Crane Crew - 6 Men Equipment - 90 Ton Crane(with 165' boom with 140 maximum reach, 17 Ton Knuckleboom, 19" Chipper and 2 Chipper Trucks, Counterweight truck Monday - Friday from 7:30 am - 5pm $710/hr with 4 hr minimum After hours for emergency work after 5:00 pm $815/hr with 4 hr minimum	$0.00*

J & D Tree Pros Inc.

2590 Farrington Road | Apex, NC 27523
919-467-7997 | info@jdtreepros.com | jdtreepros.com

Product/Service	Description	Total
zzz Services	Crane Crew - 6 Men Equipment - 110 Ton Crane(with 200' boom with 165' maximum reach, 17 Ton Knuckleboom, 19" Chipper and 2 Chipper Trucks, 18 wheeler Counterweight truck Monday - Friday from 7:30 am - 5pm $890/hr with 4 hr minimum After hours for emergency work after 5:00 pm $995/hr with 4 hr minimum	$0.00*
zzz Services	Grind the stumps to approximately 4" below ground level. This does not include removal of grindings. Under 14" - $100 14" - 28" - $150 28" and larger - $180 and up depending on size and mass.	$0.00*

* Non-taxable

Total $**0.00**

J&D Tree Pros, Inc. will be held harmless should the customer fail to inform us of any underground utilities that could cause damage due to the weight of the machinery, trees hitting the ground or stump grinding. This includes but is not limited to water & sewer lines, septic tanks, driveways, underground dog fences and sprinkler systems. Payments by check, online checking or with credit card.

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: August 11, 2026

Item Details

Presenter(s): Trevor Materasso, Deputy Chief

Department(s): Police

Requested Motion

Motion to approve a Subscription Services Agreement between LeadsOnline, LLC and Town of Apex, for the PowerPlus Investigations Systems subscription for the Apex Police Department, effective through June 30, 2029, and to authorize the Town Manager, or their designee, to execute on behalf of the Town.

Approval Recommended?

Yes

Item Details

The agreement provides the Police Department access to the LeadsOnline PowerPlus Investigations System, which supports law enforcement investigations through nationwide search, deconfliction, forensic extraction search, stolen property notifications, property notifications, compliance management, mapping tools, and related technical support. The subscription is for authorized Police Department users only and is intended for official law enforcement duties.

The initial term runs from July 1, 2026 through June 30, 2029, with annual payments of $7,251.00, $7,468.53, and $7,692.59, for a total of $22,412.12.

Attachments

- CN8-A1: Agreement Mulit-Year - LeadsOnline, LLC - PowerPlus Investigation System - effective until June 30, 2029

LEADSONLINE ORDER SUMMARY NO. S-20204

AGENCY ID: 3949 | ORDER TOTAL: $22,412.12

CUSTOMER:
CITY OF APEX, NORTH CAROLINA

UNIT:
POLICE DEPARTMENT

YEAR ONE *(Due Now)*

DUE DATE	SCOPE OF SERVICES	RATE	QTY	AMOUNT
07/01/2026	PowerPlus Investigations System	$7,251.00	1	$7,251.00
			Total:	**$7,251.00**

YEAR TWO

DUE DATE	SCOPE OF SERVICES	RATE	QTY	AMOUNT
07/01/2027	PowerPlus Investigations System	$7,468.53	1	$7,468.53
			Total:	**$7,468.53**

YEAR THREE

DUE DATE	SCOPE OF SERVICES	RATE	QTY	AMOUNT
07/01/2028	PowerPlus Investigations System	$7,692.59	1	$7,692.59
			Total:	**$7,692.59**

Payment Terms & Taxes

Unless otherwise specified on the Order Form(s), Customer must pay all fees within 30 days of each anniversary during the Initial Term and any subsequent Renewal Term. Eligible credits will be reviewed, assessed, and applied following the full execution of the Agreement and Order Form(s).

*Eligible credits will be reviewed, assessed, and applied following the full execution of the Agreement and Order Form(s).

FEES ARE EXCLUSIVE OF SALES, USE, WITHHOLDING, VAT, AND OTHER SIMILAR TAXES, AND IF REQUIRED BY LAW CUSTOMER IS RESPONSIBLE FOR PAYMENT OF SUCH TAXES. ANY TAXES REFERENCED AND/OR QUOTED ARE ESTIMATES ONLY, AND NOT ALL SERVICES AND/OR HARDWARE MAY BE SUBJECT TO TAXATION. FINAL TAX AMOUNTS WILL BE DETERMINED BASED ON APPLICABLE LAWS AT THE TIME OF INVOICING.

CUSTOMER SHOULD PROVIDE A TAX EXEMPTION CERTIFICATE, IF APPLICABLE.

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LeadsOnline **PowerPlus™ Investigations System** Subscription

Order Form No. Q-10510 | Agency ID: 3949

Customer:
Town of Apex, North Carolina

Unit:
Police Department

1. Service

a. Service. LeadsOnline PowerPlus™ Investigations System Subscription for Law Enforcement Agency users (**Service**).

b. Authority. Customer represents that it is a law enforcement agency or governing body of a law enforcement agency, an entity duly authorized by municipal, state county or federal government to enforce laws or investigate crimes, and the Eligible Users are employed by Customer in the Unit listed at the top of this Order Form.

2. Purpose

a. Law Enforcement Use. Exclusively for the official law enforcement agency duties of Customer's Unit; information retrieved from the Service is for the exclusive use of Eligible Users with the exception of disclosure necessary to investigate and prosecute crimes within the jurisdiction of and investigated by Customer's Unit.

3. Definitions

a. Audit Records means records audit records retained for administrative, legal, audit, or other operational purposes. Audit Records are protected from modification, deletion and unauthorized access and are retained for a minimum of one (1) year.

b. Deconfliction Data means the subset of data provided to be made aware of activity by another Law Enforcement Official or Law Enforcement Customer regarding a matching person, person of interest, phone number, device identifier, item of property, location, vehicle or other data element to facilitate the benefits of coordinated investigative efforts by Law Enforcement Officials.

c. Law Enforcement Official means a person employed by and authorized by a Law Enforcement Customer to, in their official duties, access or submit data according to the terms of this agreement.

d. Reporting Business means any entity that records Transaction Data regarding the receipt or other disposition of merchandise or materials and reports such Transaction Data for access by Law Enforcement Officials according to official request, statutory requirement or otherwise.

e. Repository Data means data and any other information LeadsOnline has received from entities other than the Customer.

f. Transaction Data means information provided by Reporting Businesses and Law Enforcement Agencies about transactions, including, but not limited to, the transaction number, make, model, property description, serial number, name, address, identification number, telephone number, date of birth and any images recorded during the course of a transaction according to official request, statutory requirement or otherwise.

g. Analysis Files means records electronically submitted by a Customer to the Service for automated analysis. Analysis Files include but are not limited to unstructured images, video, audio or text submitted, and data related to communications or movements of devices, vehicles and other entities, which reference data for identifying locations including cell site lists, landmarks, and locations related to crimes. Analysis Files are Customer Property.

h.

4. Service Recipient and Eligible Users

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a. **Service Recipient.** An unlimited number of authorized personnel of Customer in its Police Department, each with a unique login (**Eligible Users**).

   i. Eligible User logins may not be shared and individuals who are not Eligible Users may not access the Service.

   ii. During initial onboarding, Customer may provide LeadsOnline with the names and email addresses of Eligible Users.

5. Term, Service Periods and Subscription Fees

a. **Order Term.** This Order Form will become effective as of the Effective Date and remain in effect through the Service Periods listed below (**Initial Term**) and any renewal Service Periods or until termination by LeadsOnline or Customer as described below. The Effective Date shall be defined as the date of the last signature below.

b. **Payment Terms.** Payment shall be made on or before each anniversary during the Initial Term and any renewal term thereafter.

Start Date	End Date	Rate	Qty	Total Due
July 1, 2026	June 30, 2027	$7,251.00	1	**$7,251.00**
July 1, 2027	June 30, 2028	$7,468.53	1	**$7,468.53**
July 1, 2028	June 30, 2029	$7,692.59	1	**$7,692.59**

c. **Renewals.** Neither party is obligated to renew this Order Form. Prior to the expiration of the Initial Term or any renewal term, the parties may renew this Order Form for additional one-year terms by LeadsOnline's submission of a valid invoice to Customer for the renewal Service Period at then-current pricing and Customer's payment of such invoice within thirty (30) days of renewal.

d. **Applicable Taxes.** Fees are exclusive of sales, use, withholding, VAT, and other similar taxes, and if required by law Customer is responsible for payment of such taxes. Any taxes referenced and/or quoted are estimates only, and not all services may be subject to taxation. Final tax amounts will be determined based on applicable laws at the time of invoicing. Customer may provide a Tax Exemption Certificate if applicable.

6. Features

PowerPlus™ Key Features and Characteristics

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PowerPlus™ Unlimited Nationwide Search	Nationwide search access through pawn shop, secondhand and scrap metal recycler transactions. Unlimited accounts/searches for your personnel working your cases. Continuous saved searches alert investigators to persons or property after. Results include images of property, sellers, vehicles, thumbprints, etc. as reported. Robust identity resolution to spot suspect activity when identifiers are incorrect or out of date. Possible associates report identifying other leads in cases. Advanced property identification to overcome incomplete descriptions and missing information. Daily Stats (hits and statistics for each user).
Nationwide Inter-Agency Deconfliction System	Benefit from coordinated investigative efforts through pointers to the records of other Law Enforcement Agencies when users match persons, property, devices, vehicles, and other entities.
Phone Forensic Extraction Search	Upload files from device extraction tools (i.e., Cellebrite, XRY, Oxygen) to find and identify activity of suspects.
NCIC Stolen Property Notification	Automated alerts on property including guns, articles and vehicles from your cases found within and outside of your jurisdiction.
Person / Property Notification	Automatic alerts on suspects, wanted persons and stolen property from your agency's lists.
Compliance Management	Free online reporting system for all pawn/secondhand stores. Easy reporting for businesses. Compatible with point-of-sale systems. Property hold management system. Message Inbox for alerts and communication to and from businesses in your jurisdiction. Unlimited technical support for reporting businesses.
OfferUp & eBay Marketplace Access	Identify persons in your cases when evidence is found in online listings.

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Unlimited Support	Updates, training and support for Customer personnel and businesses.
CompStat **Mapping System**	Visualize suspect activity within and outside your jurisdiction.
LeadsOnline Toolbox	Automated search warrant generation, automated phone lookups, repository of training materials, video tutorials, templates, resources, software, process guides, carrier and network specifications, contacts, subject matter assistance and other content relevant to criminal investigations.
Citizen Property Inventory System	Community engagement for improved reporting of property crimes via LeadsOnline ReportIt.

7. Onboarding, Training and Technical Support

a. **Registration.** Eligible Users register for a user account at www.leadsonline.com; Customer may provide lists of Eligible Users for expedited processing.

b. **Training.** LeadsOnline Support will activate Eligible Users and provide training via in-app instructions, videos, and live support.

c. **Support.** Technical support services for non-critical issues, training and general assistance are provided to end-users in the form of unlimited email and/or telephone support, Monday through Friday 7:00 AM – 5:30 PM CST via toll-free at (800) 311-2656 or support@leadsonline.com.

8. Miscellaneous

a. This Order Form is attached to and incorporated into the Subscription Services Agreement between **Customer** and **LeadsOnline** dated (**Agreement**).

b. This Order Form is governed by the terms of the Agreement between the parties. All terms not defined in this Order Form have the meanings ascribed to such terms in the Agreement. This Order Form and the Agreement constitute the entire agreement between the parties, and supersede all prior or contemporaneous negotiations, agreements, and representations, whether oral or written, related to this subject matter. No modification or waiver of any term of this Order Form is effective unless both parties sign an amendment to this Order Form. LeadsOnline may include a purchase order number on Customer's invoice solely for Customer's internal payment and record keeping processes, but any terms within any purchase order in response to a quote, order form or invoice will not modify or enlarge the obligations or liabilities of either party even if the parties sign it.

<< REMAINDER OF PAGE LEFT INTENTIONALLY BLANK—SIGNATURE PAGE TO FOLLOW >>

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9. Signatures for PowerPlus™ Investigations System Subscription

Each representative identified below represents and warrants that it has the full power, right and authority to enter into this Agreement on behalf of its respective party.

LeadsOnline, LLC (LeadsOnline)			Town of Apex, North Carolina (Customer)	
X [empty member name] , President & CEO Email: alexanderf@leadsonline.com Timestamp: [empty signing timestamp]			X Randal E. Vosburg, Town Manager Email: [empty member email] Timestamp: [empty signing timestamp]	
ADDRESS:	6900 Dallas Parkway, Suite 825 Plano, Texas 75024, United States		ADDRESS:	73 Hunter Street Apex, North Carolina 27502, United States Notices: PO Box 250, Apex, NC 27502
			This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act. X [empty member name] , Finance Director Email of signatory: jon.griffin@apexnc.org Timestamp: [empty signing timestamp]	

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Subscription Services Agreement

This Subscription Services Agreement (**Agreement**) is between LeadsOnline, LLC, a Delaware limited liability company (**LeadsOnline**), City of Apex, North Carolina (**Customer**), and is effective as of the date of the last signature below. This Agreement contemplates one or more Order Forms for Services, which are governed by the terms of this Agreement.

1. Service

a. This Agreement and the applicable Order Form provide Customer access to and usage of solution services involving hardware devices provided by LeadsOnline with accompanying software needed to operate such hardware and/or an Internet-based software service, including, without limitation, its features, functions, and user interface, and underlying software, which may be limited to a set number of Eligible Users, as defined and specified on an Order Form (**Service**).

2. Use of Service

a. Customer Owned Data. All data, information, images, and files uploaded or otherwise entered by Customer into the Service remains the property of Customer, as between LeadsOnline and Customer (**Customer Property**), unless otherwise specified in the applicable Order Form regarding licensing terms for the Service offered under said Order Form.

b. Responsibilities for Customer Property. Customer represents and warrants to LeadsOnline that Customer has provided all required notices and has obtained all required licenses, permissions, and consents regarding Customer Property for use within the Service under this Agreement. Customer grants LeadsOnline the right to use the Customer Property solely for Purposes of performing under this Agreement (which includes, without limitation, the right for LeadsOnline to enhance its technology and offerings). LeadsOnline will purge any or all Customer Property upon Customer's written request. Customer may export its Customer Property as allowed by functionality within the Service.

c. General Responsibilities. Customer must (i) ensure that access to Service and information produced by or derived from it is limited to the Purpose defined in the Order Form, (ii) maintain any data accessed, received or otherwise derived from Service according to all applicable statutes, laws and regulations for use and disclosure of non-public personal information, (iii) connect to Service only using devices and browsers with proper encryption, (iv) promptly notify LeadsOnline (within the Service or by email to support@leadsonline.com) when an Eligible User is no longer employed by Customer or is no longer authorized to access Service, (v) ensure that each Eligible User is acting within the bounds of their authority from Customer and within their legal rights to search, possess, enter, analyze and use, all information and data submitted to and received from the Service, (vi) refrain from any use, misuse or actions related to Service or Data that infringe, misappropriate, or otherwise violate any right of anyone, or that violate any applicable law, and ensure that any instructions or directives Customer gives to or regarding anyone do not conflict with applicable laws, (vii) use any hardware provided by LeadsOnline solely for the Purpose defined in the Order Form and in accordance with all applicable instructions, policies, and documentation provided by LeadsOnline, (viii) ensure that the hardware is used only by Eligible Users authorized under this Agreement and is not transferred, loaned, or sublicensed to any unauthorized person or entity, (ix) keep all hardware provided as part of the Service in good working condition, refrain from any unauthorized repairs, modifications, or tampering, and promptly notify LeadsOnline of any malfunction, damage, or loss, and (x) verify the accuracy, timeliness, context and relevance of information or communication from Service or personnel prior to taking action. Customer acknowledges that LeadsOnline does not enforce laws, does not provide legal advice, and does not claim to have authority or expertise in legal or law enforcement matters.

d. Governmental Agency Public Records Clause. If Customer is a government agency and is required by law to permit the inspection and copying of public records, Customer acknowledges the Service contains information protected by exemptions to public disclosure laws in many states, and if Customer searches the Service in response to a request for Public Records, Customer is acting on its own accord. LeadsOnline does not grant Customer access to the Service for the Purpose of searching for or creating records to respond to a public records request when Customer did not have the record in its possession at the time of the request.

e. Customer Responsibilities. Customer: (i) must keep its passwords secure and confidential and use industry-standard password

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management practices, and ensure that any credentials related to the hardware under the Service are protected from unauthorized access; (ii) is responsible for its access control policies and administration of access rights to its account within the Service, the acts and omissions of its users, and the legality and accuracy of any data submitted to the Service, may not share any access credentials and must also prevent unauthorized access, tampering, or misuse of any hardware provided under the Service; (iii) must use commercially reasonable efforts to prevent unauthorized access to its account, and notify LeadsOnline promptly of any such unauthorized access; (iv) may use the Service and any associated hardware only in accordance with the Service's technical documentation (including without limitation, video tutorials) and applicable law; and (v) must follow all provided guidelines for hardware setup, maintenance, and operation to ensure compliance and functionality under the Service.

f. **LeadsOnline Support.** Unless otherwise specified in the applicable Order Form, LeadsOnline must provide Customer support for the Service under the terms of LeadsOnline's Customer Support Policy (**Support**), which is located at leadsonline.com/customer-support.

3. Warranty Disclaimer

a. **EXCEPT WHERE EXPLICITLY STATED IN WRITING, THE SERVICE IS PROVIDED 'AS IS' WITHOUT WARRANTY. LEADSONLINE DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE. WHILE LEADSONLINE TAKES REASONABLE PHYSICAL, TECHNICAL, AND ADMINISTRATIVE MEASURES TO SECURE THE SERVICE, CUSTOMER UNDERSTANDS THAT THE SERVICE MAY NOT BE ERROR FREE, AND USE MAY BE INTERRUPTED.**

b. While Customer acknowledges that the Service may not be error-free and may not fully meet Customer's expectations, LeadsOnline does warrant that the Service is free from defects that will substantially affect performance, and that it has used commercially available tools designed to discern that no viruses or other security defects are present. LeadsOnline further warrants that the Service will function substantially in accordance with the Order Form. LeadsOnline will not intentionally introduce any virus, Trojan horse, spyware, malware, or other malicious code designed to erase, damage, or unlawfully interfere with Customer's equipment, data, or other programs. Notwithstanding the foregoing, Customer acknowledges and agrees that the Service may contain functionality that allows LeadsOnline to remotely disable or limit the hardware's operation in accordance with this Agreement, including but not limited to instances of non-payment or material breach by Customer.

c. LeadsOnline cannot control the decisions and actions of Customer. LeadsOnline expressly disclaims and does not undertake or assume any duty, obligation or responsibility for any decisions, actions, reactions, responses, inaction by Customer or any other party as a result of or reliance on, in whole or in part, any use of the Service or information derived from it, or for any consequences or outcomes including death, injury, loss or damage to any property arising from or caused by any such actions decisions, reactions, responses, or inaction.

4. Payment

a. **Fees and Payment.** Customer must pay all fees as specified on the Order Form, but if not specified, then within 30 days of receipt of an invoice. The fees are exclusive of sales, use, withholding, VAT, and other similar taxes, and if required by law Customer is responsible for payment of such taxes.

b. **Nonpayment.** LeadsOnline will provide electronic notice (within the Service) and notice to the email registered with LeadsOnline (Customer is responsible for maintaining an updated email address with LeadsOnline) of the non-payment of an open invoice. If the payment is not made within 7 days of the first notice, then LeadsOnline may suspend Service and Support until the amount is paid in full or terminate the Service upon 30 days' notice under Section 9(c).

5. Mutual Confidentiality

a. **Definition of Confidential Information.** Confidential Information means all non-public information disclosed by a party (**Discloser**) to the other party (**Recipient**), whether orally, visually, or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure (**Confidential Information**). LeadsOnline's Confidential Information includes, without limitation, the Service. Customer's Confidential Information includes, without limitation, the Customer Property.

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b. **Protection of Confidential Information.** Recipient must use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to: (i) not use any Confidential Information of Discloser for any Purpose outside the scope of this Agreement; and (ii) limit access to Confidential Information of Discloser to those of its and its Affiliates' employees and contractors who need that access for Purposes consistent with this Agreement, and who have a legal obligation under law or policy regarding confidentiality or have signed confidentiality Agreements with Recipient containing protections not materially less protective of the Confidential Information than those in this Agreement.

c. **Exclusions.** Confidential Information *excludes* information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser; (ii) was known to the Recipient before its disclosure by the Discloser without breach of any obligation owed to the Discloser; (iii) is received from a third party without breach of any obligation owed to Discloser; or (iv) is independently developed by the Recipient without use of or access to the Confidential Information. The Recipient may disclose Confidential Information to the extent required by law or court order (including information held by Customer subject to the North Carolina Public Records Act or required for discovery under N.C.G.S 15A-501(c), 15A-903(c), or other applicable statutes) but will provide Discloser with advance notice to seek a protective order unless otherwise directed by the court.

6. Information Security

a. **Data Security Measures.** To protect Customer Property from unauthorized disclosure, alteration, or misuse, LeadsOnline shall:

i. Agree to the terms of the Federal Bureau of Investigation Criminal Justice Information Services (FBI CJIS) Security Addendum.

ii. Ensure that LeadsOnline personnel with unescorted access to unencrypted Customer Property and/or physically secure locations have:

- Completed CJIS Security Awareness Training and have passed the Level Four CJIS Security Test designed for Information technology personnel (system administrators, security administrators, network administrator).
- Submitted to and successfully passed state of residency and national fingerprint-based record checks.

iii. Apply appropriate controls according to the AICPA Trust Services Criteria for Security so as to maintain a secure environment for all Customer Property.

iv. Maintain proper encryption of data in transit using 256-Bit Transport Layer Security (TLS) and at rest using FIPS 140-2 standards.

v. Maintain advanced firewall and intrusion protection, database partitioning, patch management, account management, identification and authentication, configuration management and third-party application and network penetration tests.

vi. Log events relative to access and use of the Services; maintain and protect logs from disclosure, alteration, or misuse.

vii. Respond to security incidents; In the event of a data breach (as defined by applicable law), of Customer Property, LeadsOnline will act to eliminate the breach, preserve forensic evidence, and notify Customer without undue delay. LeadsOnline shall have no obligation to notify consumers or regulatory authorities of a breach of Customer data that was not the result of a data security incident experienced by LeadsOnline.

viii. Purge any Customer Property upon Customer's written request.

7. Insurance

a. **Insurance Policies.** LeadsOnline shall maintain insurance policies for property, general liability, auto, workers compensation, errors and omissions/cyber liability insurance.

b. **Additional Insured**. For the purposes of this Agreement, Customer, its officers, officials, employees, and volunteers shall be

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deemed additional insureds on the general liability policy with respect to liability arising out of work or operations performed by or on behalf of LeadsOnline. Additional insured coverage shall be evidenced in the form of Blanket Certificate of Endorsement upon Customer's request.

8. Property

a. **Reservation of Rights.** LeadsOnline and its licensors are the sole owners of the Service, including all associated intellectual property rights, and they remain only with LeadsOnline. Title to any hardware provided under this Agreement passes to Customer upon full payment as specified in the Order Form; however, LeadsOnline retains all intellectual property rights related to any software, firmware, or proprietary technology embedded in or used to operate the hardware. Customer may not remove or modify any proprietary marking or restrictive legends in the Service. LeadsOnline reserves all rights that are not expressly granted in this Agreement.

b. **Restrictions.** Customer *may not*: (i) share, provide, sell, resell, rent, or lease the Service or use it in a service-provider capacity or allow access to the Service, its output, or any associated hardware, software, firmware, or proprietary technology by a third party, except as expressly permitted in this Agreement; (ii) use the Service or any hardware provided as part of the Service, to store or transmit unsolicited marketing emails, libelous, or otherwise objectionable, unlawful, or tortious material, or to store or transmit infringing material in violation of third party rights; (iii) interfere with or disrupt the integrity or performance of the Service, including but not limited to tampering with, modifying, or attempting to bypass any security, tracking, or management features within any software or hardware provided as part of the Service; (iv) attempt to gain unauthorized access to the Service or its related systems or networks or use any automated means to monitor, access or copy any data from the Service; (v) reverse engineer, decompile, disassemble, or otherwise attempt to discover the underlying technology, software, or firmware of the Service or hardware, or modify, alter, or remove any proprietary markings or security features; (vi) resell, transfer, or dispose of the hardware in a manner inconsistent with this Agreement, including attempting to sublicense or lease it to a third party without LeadsOnline's prior written consent; the Service; or (vii) access the Service to build a competitive service or product, or copy any feature, function, or graphic. LeadsOnline may suspend Service to Customer if LeadsOnline believes in good faith that Customer's use of the Service poses threat to the security, availability, or legality of the Service; in such event, LeadsOnline will work with Customer to address the issue and restore Service as quickly as possible.

c. **Audit Information.** LeadsOnline logs events related to user registration, contacts, access, and use of the Services for legal, audit, security, and support Purposes (**Audit Information**). Audit Information is not Customer Property.

9. Term & Termination

a. **Term.** This Agreement continues until the 30th day after all Order Forms have expired or earlier terminated as provided below.

b. **Term of Order Forms.** The term of each Order Form is specified in the Order Form.

c. **Mutual Termination for Material Breach.** If either party is in material breach of this Agreement, the other party may terminate this Agreement at the end of a written 30-day (30) notice/cure period if the breach has not been cured.

d. **Termination by Mutual Consent.** This Agreement and/or any Order Form may be terminated by the mutual consent of both parties.

e. **Termination of an Order Form Due to Non-Appropriation of Funds.** Government Customers may terminate services in an Order Form by providing sixty (60) days' written notice to LeadsOnline prior to the next contract year if funding to make the next scheduled payment is not duly appropriated and authorized.

f. **Return of Customer Property:**

- Within sixty (60) days after termination, upon written or electronic request LeadsOnline will make the Service available for Customer to export Customer Property as provided in **Section 2(a)**.

- After such a sixty-day (60) period, LeadsOnline has no obligation to maintain the Customer Property and may destroy it.

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10. Liability Limit

a. **Indemnification for Third-Party Claims.** LeadsOnline will defend or settle any third-party claim against Customer to the extent that such claim alleges that the LeadsOnline technology used to provide the Service violates a copyright, patent, or trademark (**IP Indemnity Claim**), if Customer: promptly notifies LeadsOnline of the claim in writing; cooperates with LeadsOnline in the defense; and allows LeadsOnline to solely control the defense or settlement of the claim. Costs. LeadsOnline will pay infringement claim defense costs it incurs in defending Customer, and LeadsOnline-negotiated settlement amounts, and court awarded damages. Process. If such a claim appears likely, then LeadsOnline may modify the Service, procure the necessary rights, or replace it with the functional equivalent. If LeadsOnline determines that none of these are reasonably available, then LeadsOnline may terminate the Service and refund any prepaid and unused fees. Exclusions. LeadsOnline has no obligation for any claim arising from: Customer's misuse of the Services, LeadsOnline's compliance with Customer's designs, specification, instructions, or technical information; a combination of the Service with other technology or aspects where the infringement would not occur but for the combination; Customer's directives, access or use of, or laws or policies applicable to Customer regarding the information and sources thereof accessible via the Services including Customer Property; or technology or aspects not provided by LeadsOnline. **This section contains customer's exclusive remedies and leadsonline's sole liability for intellectual property infringement claims.**

b. **Exclusion of indirect damages. To the maximum extent allowed by law, leadsonline is not liable for any indirect, special, incidental, or consequential damages arising out of or related to this agreement (including, without limitation, costs of delay; loss of or unauthorized access to data or information; and lost profits, revenue, or anticipated cost savings), even if it knows of the possibility or foreseeability of such damage or loss.**

c. **Total limit on liability. To the maximum extent allowed by law, except for leadsonline's indemnity obligations RELATING TO IP INDEMNITY CLAIMS, leadsonline's total liability arising out of or related to this agreement (whether in contract, tort, or otherwise) does not exceed the amount paid by customer, except that the above limitation does not apply to customer's payment obligations for the service.**

11. Governing Law & Forum

a. **Government Customers.** This Agreement is governed by the laws of the State of North Carolina (without regard to conflicts of law principles) for any dispute between the parties or relating in any way to the subject matter of this Agreement. Any suit or legal proceeding must be exclusively brought in the federal or state courts of Wake County, North Carolina where Customer is located, and each party submits to this personal jurisdiction and venue. Nothing in this Agreement prevents either party from seeking injunctive relief in a court of competent jurisdiction.

b. **All other Customers.** For all other Customers, this agreement is governed by the laws of the State of Texas (without regard to conflicts of law principles) for any dispute between the parties or relating in any way to the subject matter of this agreement. Any suit or legal proceeding must be exclusively brought in the federal or state courts for Collin County, Texas and Customer submits to this personal jurisdiction and venue. Nothing in this agreement prevents either party from seeking injunctive relief in a court of competent jurisdiction. The prevailing party in any litigation is entitled to recover its attorneys' fees and costs from the other party.

12. Other Terms

a. **Entire Agreement and Changes.** This Agreement and the Order Form constitute the entire Agreement between the parties and supersede any prior or contemporaneous negotiations or Agreements, whether oral or written, related to this subject matter. Customer is not relying on any representation concerning this subject matter, oral or written, not included in this Agreement. No representation, promise, or inducement not included in this Agreement is binding. No modification or waiver of any term of this Agreement is effective unless both parties sign an amendment to this Agreement.

b. **No Assignment.** Neither party may assign or transfer this Agreement to a third party, except that the Agreement and all Order Forms may be assigned without the consent of the other party as part of a merger or sale of all or substantially all a party's businesses, assets, not involving a competitor of the other party, or at any time to an Affiliate.

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c. **Export Compliance.** The Service and Confidential Information may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. Neither party will permit its personnel or representatives to access any Service in a U.S.-embargoed country or in violation of any applicable export law or regulation.

d. **Independent Contractors.** The parties are independent contractors with respect to each other, and neither party is an employee, or partner of the other party or the other party's Affiliates.

e. **Enforceability and Force Majeure.** If any term of this Agreement is invalid or unenforceable, the other terms remain in effect. Neither party is liable for its non-performance due to events beyond its reasonable control, including but not limited to natural weather events and disasters, labor disruptions, and disruptions in the supply of utilities.

f. **Money Damages Insufficient.** Any breach by a party of this Agreement or violation of the other party's intellectual property rights could cause irreparable injury or harm to the other party. The other party may seek a court order to stop any breach or avoid any future breach of this Agreement.

g. **No Additional Terms.** LeadsOnline rejects additional or conflicting terms of any Customer form-purchasing document.

h. **Order of Precedence.** If there is an inconsistency between this Agreement and an Order Form, the Order Form prevails.

i. **Survival of Terms.** All provisions of this Agreement regarding payment, confidentiality, indemnification, limitations of liability, proprietary rights, and such other provisions that by fair implication require performance beyond the term of this Agreement shall survive expiration or termination of this Agreement until fully performed or otherwise are inapplicable.

j. **Feedback.** If Customer provides feedback or suggestions about the Service, then LeadsOnline (and those it allows to use its technology) may use such information without obligation to Customer.

13. Local Government Addendum (Addendum)

a. NON-APPROPRIATION. Notwithstanding any other provisions of the Agreement, the parties agree that payments due hereunder from the Customer/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 the Customer/Client to pay the terms of this Agreement for any fiscal year, this Agreement shall terminate immediately without further obligation of the Customer. Customer/Client will pay Contractor for all services rendered up to the date of termination.

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

c. 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 any party, provided parties receives prompt notice of the request and Agency works in good faith to minimize disclosure permitted by the statute. Release, retention or copying of any document or information consistent with North Carolina law shall not be a breach of this Agreement.

d. Provider warrants and agrees that no labor supplied by Provider or 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. Provider also warrants and agrees that Provider will not discriminate against a protected class in employment, subcontracting practices, or the solicitation or hiring of vendors, suppliers, or commercial customers in connection with this Agreement. For the purposes of this Agreement "protected class" includes age, race, religious belief or non-belief, ethnicity, color, national origin, creed, sex, sexual orientation, gender identity, marital status, natural hair style, genetic information, pregnancy, familial status, disability, veteran or military status, or disabled veteran status.

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e. In accordance with North Carolina State Law, the Parties agree that the Town of Apex is unable to indemnify other parties to this agreement.

f. In the event of a conflict between the terms and conditions of the Agreement and this Addendum, this Addendum shall control. By signing this Addendum, the Parties acknowledge the above changes to the Agreement and authorize such changes. In all other respects, the terms and conditions of the Agreement remain in full force and effect.

<< REMAINDER OF PAGE LEFT INTENTIONALLY BLANK—SIGNATURE PAGE TO FOLLOW >>

14. Subscription Services Agreement Signatures

a. Each representative identified below represents and warrants that it has the full power, right and authority to enter into this Agreement on behalf of its respective party.

LeadsOnline, LLC (LeadsOnline)			Town of Apex, North Carolina (Customer)	
LeadsOnline x [empty member name] , President & CEO Email: alexanderf@leadsonline.com Timestamp: [empty signing timestamp]			**Town of Apex** x Randal E. Vosburg, Town Manager Email: [empty member email] Timestamp: [empty signing timestamp]	
ADDRESS:	6900 Dallas Parkway, Suite 825 Plano, Texas 75024, United States		ADDRESS:	73 Hunter Street Apex, North Carolina 27502, United States Notices: PO Box 250, Apex, NC 27502

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

X _____

[empty member name] , Finance Director

Email: jon.griffin@apexnc.org

Timestamp: [empty signing timestamp]

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| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: August 11, 2026

Item Details

Presenter(s): Jon Griffin, Director

Department(s): Finance

Requested Motion

Motion to approve a Master Multi-Year Subscription Agreement (MSA) between MHC Software, LLC and the Town of Apex, effective August 11, 2026 through June 30, 2029, for the implementation of a cloud-based payroll and accounts payable document management and processing system, and to authorize the Town Manager, or their designee, to execute on behalf of the Town.

Approval Recommended?

Yes

Item Details

The Finance Department is requesting approval of a three-year agreement with MHC Software, LLC to transition the Town's existing on-premise payroll and accounts payable document management system to a cloud-based platform. The Town currently utilizes MHC software to support payroll and accounts payable processing, and this project will migrate the existing system to a cloud-hosted environment that provides improved accessibility, system reliability, and ongoing software updates.

The implementation will be managed collaboratively by the Finance, Human Resources, and Information Technology Departments and is anticipated to take approximately (3) three to (5) five months, including system configuration, testing, and user validation before deployment. The transition will allow employees to securely access current and historical payroll information through an external employee portal while reducing the Town's reliance on on-premise infrastructure.

The total project cost includes a one-time implementation fee of $27,986.00 and an annual subscription fee of $34,945.00, both of which are included in the approved FY 2026-2027 budget. The agreement establishes the terms and conditions for the Town's subscription services, support, security, and service level commitments with MHC Software.

Attachments

- CN9-A1: MHC Master Subscription - Agreement Multi-Year - MHC Software LLC - Cloud Based Document Self Service for Town Employees
- CN9-A2: MHC Order Form - Agreement Multi-Year - MHC Software LLC - Cloud Based Document Self Service for Town Employees

MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement (together with its exhibits and the Order Form, the "Agreement") is made as of _____, by and between MHC Software, LLC, a Minnesota limited liability company ("MHC"), and _____, a(n) _____ corporation ("Customer").

The parties agree as follows:

1. Use of the Services is subject to the Terms of Service attached hereto as **Exhibit A**.

2. The exhibits listed below are attached to and form an integral part of this Agreement. Any defined terms used in one part of this Agreement shall have the same meaning throughout.

   Exhibit A: Terms of Service
   Exhibit B: Service Level Agreement

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

MHC Software, LLC	**Customer**
By:_____	By: _____
Name:_____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT A
STANDARD TERMS OF SERVICE

1. Definitions

a) "MHC" means MHC Software, LLC and any of its affiliates that provide any Services to Customer.

b) "Confidential Information" shall have the meaning set forth in Section 6 herein.

c) "Customer Data" means any electronic data or materials provided or submitted by Customer or Permitted Users to or through the Service for processing, and the data obtained from such processing in connection with the Services.

d) "Customer" means the person or persons named as the Customer, User or Licensee in the applicable Order for whom MHC has agreed to provide the Services in accordance with the Agreement.

e) "Equipment" means any and all equipment, including without limitation, any modems, tablet devices, hardware, server, software, operating system, networking, and web servers.

f) "Permitted Users" mean those users who are expressly authorized by Customer to access the Services based on the actual number of users or seats purchased by Customer and are permitted to access the Services under this Agreement.

g) "Product" means the product(s) and/or Software set forth in the Order.

h) "Purpose" shall have the meaning set forth in the then current standard documentation published by MHC from time to time for each Service.

i) "Services" means the Products and services to be provided under the Agreement as selected by Customer and more particularly described in the Order.

j) "Software" means the source code, object code and underlying structure, idea or algorithms of the Services and any software, documentation or data related to the Services.

2. MHC Services

a) Permitted Use. During the Term, Customer may access and use the Services only for its internal business purposes in accordance with the Purpose and this Agreement, including any usage limits in an Order. Customer shall access and use the Services in a professional manner consistent with the Purpose and in compliance with all applicable laws and regulations.

b) Permitted Users. Only Permitted Users may access or use the Services. Each Permitted User must keep its login credentials confidential and not share them with anyone else. Customer is responsible for its Permitted Users' compliance with this Agreement and actions taken through their accounts (excluding misuse of accounts caused by MHC's breach of this Agreement). Customer will promptly notify MHC if it becomes aware of any compromise of its Permitted User's login credentials.

c) Licenses. Subject to the terms of the Agreement, MHC hereby grants Customer a non-transferable, non-sub-licensable, limited, non-exclusive license to access and use the Services as expressly provided by this Agreement for the applicable term set forth in the Order. With respect to any Customer Data uploaded to or transmitted in connection with the Services, Customer hereby grants MHC (and its affiliates) a non-transferable, limited, non-exclusive license to such Customer Data solely as necessary

to perform and maintain the Services.

d) Delivery. MHC shall deliver the Services in accordance with the Agreement. To the extent that performance of any of MHC's obligations under the Agreement is prevented or delayed by any act or omission of Customer or any third party not under MHC's control, MHC shall not be in breach of such obligations.

e) Ancillaries. Customer shall be responsible for obtaining and maintaining any Equipment and ancillary services needed to connect to, access or otherwise use the Services, except as otherwise expressly set forth in the applicable Order.

f) MHC Security. MHC shall maintain a reasonable security program designed to protect the security of Customer Data and prevent unauthorized access to such data. Such security program shall include implementation of appropriate administrative, technical, and physical safeguards consistent with industry standards. For the MHC NorthStar and MHC NorthStar CCM Products, MHC shall maintain a SOC 2 Type II certification. For all other MHC Products, including MHC IMS and MHC BDA, MHC shall apply security practices that are commercially reasonable and consistent with industry standards, but such products shall not be subject to a SOC 2 audit requirement.

g) Customer Security. Customer shall be responsible for maintaining a commercially reasonable level of physical and electronic security as to the Equipment, Permitted User accounts, passwords, and Services in its control; and for ensuring no unauthorized access or use of the same.

h) Updates to Services. MHC reserves the right to modify, update, enhance, or improve the Services, including but not limited to bug fixes, patches, security updates, new features, or performance improvements. For MHC hosted Services, MHC shall provide Customer with reasonable advance notice of any material updates that may significantly impact functionality, availability, or performance of the Services. Notice may be provided through email, system notifications, or other reasonable means. For Customer hosted Services, MHC will notify the customer in writing when updates and enhancements are released.

3. Term and Termination

a) Term. This Agreement shall be in effect during any term in any Order.

b) Termination. This Agreement and/or any Order may be earlier terminated as follows: (i) by either party upon thirty (30) days prior written notice to the other party specifically detailing the breach of a material term of the Agreement and/or any Order and fails to cure such breach within such thirty (30) day period; (ii) upon mutual written agreement of the parties; or (iii) by MHC, immediately and without notice, in the event Customer breaches the obligations of confidentiality, or becomes subject to a petition in bankruptcy or for liquidation (whether by or against Customer), a receiver is appointed in respect of the whole or a substantial part of Customer's assets, or if a Customer has been dissolved or liquated or is insolvent.

c) Suspension of Services. MHC reserves the right to suspend provision of the Services and Customer's access to the Services on becoming aware of any legal authority which requires it to do so or any liability or claim if it does not do so. MHC further reserves the right to suspend provision of the Services and Customer's access to the Services on becoming aware of (i) any unauthorized access or use of the Services; or (ii) breach by Customer of any other term or condition of this Agreement. Where practicable, MHC will use reasonable efforts to notify the Customer in writing in advance of any such suspension. Once Customer resolves the issue requiring suspension to MHC's satisfaction, MHC will promptly restore Customer's access to the Service in accordance with this Agreement.

d) Survival. Upon termination of this Agreement, those terms that by their nature are intended to continue indefinitely will continue to apply, including Sections 3, 4, and 6-13, and shall survive termination of the Agreement for any reason.

e) Effect of Termination. If this Agreement or any applicable Order is terminated by Customer in accordance with the "Termination" section above, MHC will refund Customer any prepaid fees covering the remainder of the term of all applicable Orders after the effective date of such termination. If this Agreement or any applicable Order is terminated by MHC in accordance with the "Termination" section above, Customer will pay any unpaid fees covering the remainder of the term of all applicable Orders to the fullest extent not prohibited by applicable laws, which unpaid fees shall be immediately due and payable effective as of the date of such termination. In no event will any termination of this Agreement or any Order relieve Customer of its obligation to pay any fees payable to MHC for the period prior to the effective date of any such termination.

f) Customer Hosted Data. Upon expiration or termination of this Agreement or an Order, Customer's access to the Service will cease. Forty-five (45) days after expiration or termination of this Agreement, MHC will delete all the applicable Customer Data; provided that such data may be retained in standard backups after deletion but will remain subject to this Agreement's confidentiality restrictions.

Notwithstanding anything herein to the contrary, confidentiality obligations in the Agreement shall survive the termination of the Agreement or any portion thereof with respect to Confidential Information.

4. Fees, Taxes, and Invoices

a) Fees. Customer agrees to pay the fees and expenses (collectively, the "Fees") described in the applicable Order, as well as any additional Fees that are agreed to in writing by both Customer and MHC in connection with the Services. If an Order sets forth a specific dollar amount to be paid for the Service (or bundle or package of Services), the specified amount shall be subject to increases annually during the term of such Order. MHC shall notify Customer of any increase at least 45 days prior to effective date of such increase. Such notice may be in the form of an invoice or any other means used by MHC to communicate with Customer. Customer acknowledges that the following do not constitute Fee increases: (i) additional Fees for any upgrade or any additional Service that Customer orders; (ii) overage Fees for usage in excess of Customer's ordered quantity; and (iii) expiration of any discounts or incentive programs to which Customer was previously entitled.

b) Taxes. Customer is liable for all taxes, duties, levies, and other similar charges applicable to the Services, other than income taxes on profits which may be levied against MHC.

c) Invoices and Payment Terms. Unless otherwise expressly set forth in the applicable Order, Customer shall make payment to MHC within thirty (30) days of the date of MHC's invoice. Payments received after thirty (30) days will be subject to a late payment charge of 1.25% per month. Payment shall be made to the address set forth in such invoice. All credit card payments are subject to a 3% processing fee due at the time of payment. Invoices will be issued electronically via email to Customer's billing contact of record. If MHC agrees to provide invoices via another means (including mail or via third-party invoice management applications), MHC reserves the right to charge a processing fee of $25 per invoice.

5. Modifications

These Standard Terms of Service will apply, and except as mutually agreed in writing between Customer and MHC.

6. Confidentiality

Customer and MHC agree to regard and preserve as confidential all information related to the business and activities of the other party (and their respective affiliates) that may be obtained in connection with this Agreement, including, without limitation, all information regarding the Services, including pricing and all systems and methodologies utilized by MHC in connection with the Services (the "Confidential Information"). The receiving party agrees to hold such Confidential Information in trust and confidence for the disclosing party and only access and use such Confidential Information in connection with this Agreement. For clarity, Customer agrees that it will not at any time pass, either directly or indirectly, to any competitor or potential competitor of MHC, any Confidential Information provided by MHC to Customer in connection with the Services. Receiving party may disclose the Confidential Information of the disclosing party if compelled by law to do so as a result of subpoenas, court orders, or other governmental orders. Receiving party will give disclosing party prior notice of such compelled disclosure (to the extent legally permitted) and take reasonable steps to limit and protect such disclosure.

Confidential Information shall not include information that is: (i) already known by the receiving party free of any restriction at the time it is obtained as evidenced by written records; (ii) subsequently learned from an independent third party free of any restriction; or (iii) available publicly, through no breach of this Agreement.

7. Intellectual Property Rights, and Ownership

a) The parties recognize and agree that nothing contained in this Agreement shall be construed as granting or conferring any rights, by license or otherwise, in any Confidential Information disclosed pursuant to this Agreement, or under any trademark, copyright or any other intellectual property right, except as may be expressly agreed to in the Agreement.

b) MHC reserves and will own all right, title and interest (including, without limitation, any and all intellectual property rights) in and to:

   i) any computer programs, software, processes, procedures, systems, technologies, platforms, techniques, ideas, designs, know-how, data, information, reports, documents, and other items expressed, conceived, developed, created, reduced to practice or acquired by MHC (the "MHC Materials") prior to the provision of Services to Customer, or during the term of the provision of Services hereunder (within or outside the scope of such Services); and

   ii) any improvements, discoveries or inventions relating to the MHC Materials whether or not patentable or copyrightable and whether or not reduced to practice, that are created, conceived, developed, discovered, invented or made by or for MHC, at any time.

c) Customer is responsible for and, as between Customer and MHC, retains sole ownership in all Customer Data and materials it uploads to or transmits via any Product provided by MHC to Customer in connection with the Services (the "Customer Materials"). Customer agrees that it will not upload or transmit any Customer Materials to or via any Services for which it does not have all the rights, clearances, permissions or licenses required by applicable law. Customer also agrees that it will not upload or transmit any Customer Materials to or via any Services that are inappropriate, libelous or obscene, that violate any law, regulation or policy, or that contain any viruses or harmful technologies. By uploading or transmitting the Customer Materials, Customer is representing and warranting that it is either the sole owner of the Customer Materials or that it has all the rights, clearances, permissions or licenses required by applicable law.

d) Customer shall promptly notify MHC in the event that it becomes aware of any unauthorized use of the Services or any actual or suspected infringement or misuse of the MHC Materials.

8. Use Requirements

a) Customer agrees to: (i) not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to discover the Services or any associated MHC Materials; modify, translate, or create derivative works based on the Services or any associated MHC Materials, or components thereof; extract or utilize any data from the Services or any associated MHC Materials (except as may be expressly provided by this Agreement); or remove any proprietary notices or labels from the Services or any MHC Materials; (ii) not, directly or indirectly, sublicense, distribute, transmit, sell, lease, rent, loan or otherwise make available any of the Services (or any component thereof) to any third party (whether on a service bureau basis or otherwise); (iii) access and use the Services for business purposes only and in compliance with all applicable laws; (iv) not bypass or subvert the security or use protocols of the Services; and (v) comply with all applicable laws regarding the use, transmission, handling, security and privacy of any Customer Materials.

b) To the extent applicable to Customer's use of the Services, Customer shall be subject to and comply with any third-party terms of service and use as such terms are set forth on such third-party website or otherwise.

c) If Customer enters into this Agreement as an agent for the end user of the Service, Customer shall bind the end user to a written agreement containing terms and conditions similar in all material respects to those of this Agreement, and shall make MHC a third-party beneficiary of that agreement.

d) Customer is responsible for Permitted Users compliance with this Agreement.

9. Warranty and Disclaimer

MHC shall use reasonable efforts consistent with generally acceptable industry standards to maintain the Services in a manner intended to minimize errors and interruptions in the Services. Services hosted by MHC may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by MHC, or by third-party providers, or because of other causes beyond MHC's reasonable control.

MHC shall use reasonable efforts to provide advance notice of any scheduled service disruption.

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO CONTRARY, AND TO THE FULL EXTENT NOT PROHIBITED BY LAW, THIS WARRANTY IS EXCLUSIVE AND MHC AND ITS AFFILIATES MAKE NO EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY WARRANTY (I) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, SUITABILITY, OR NONINFRINGEMENT; (II) RELATING TO THIRD- PARTY PRODUCTS, SOFTWARE OR SERVICES; (III) OF ERROR-FREE OR UNINTERRUPTED SERVICES; OR (IV) REGARDING RESULTS TO BE OBTAINED FROM THE SERVICES.

10. Limitation of Liability

Subject to Customer's obligations to pay Fees under this Agreement, neither party will have any liability arising out of or relating to this Agreement for: (i) the other party's lost revenues; (ii) indirect, special, incidental or consequential losses, or any loss of profits (whether or not foreseeable or contemplated by the parties at the effective date); or (iii) exemplary or punitive damages.

Notwithstanding anything in this Agreement to the contrary, MHC's aggregate liability to Customer for any loss, damages or liability from any cause or event whatsoever arising out of or relating to this Agreement, including any Order, will be limited to an amount equal to the Fees paid by Customer during the preceding 12 months allocable to the Service giving rise to any such loss, damage or liability. This limitation will apply regardless of the form of action, whether in contract or in tort, including negligence.

The foregoing limitations to the party's liabilities shall not exclude or limit either party's liability for its gross negligence or willful misconduct.

11. Indemnification

By MHC. If Customer's use of the Services as contemplated by this Agreement is determined to have infringed, or if, in MHC's reasonable judgment, is likely to infringe any third party intellectual property right, MHC may at its own option and expense: (i) procure for Customer the right to continue use of the Services or the relevant part thereof; or (ii) replace or modify the Services or relevant part thereof to make the Customer's use non-infringing. If neither of the above options are or would be available on a basis that MHC, in its sole discretion, finds commercially reasonable, then MHC may terminate this Agreement and Customer shall, upon receipt of written notice from MHC to do so, immediately cease to use the Services. In such circumstance, MHC shall refund any Fees paid under this Agreement that relate to the period after the date on which Customer's use of the Services ceased, which refund shall be Customer's sole remedy under this Agreement with respect to such termination. The remedies provided in this Agreement are Customer's sole and exclusive remedies.

12. Insurance

During the Term MHC will maintain the following insurance coverages for the Services to be provided under this Agreement: (i) commercial general liability insurance (including products and completed operations coverage) with per-occurrence and aggregate limits of not less than $1,000,000 and $5,000,000, respectively; (ii) such workers' compensation and other employers' liability insurance as may be required by applicable law; (iii) cyber / network security liability insurance with per-occurrence and aggregate limits of not less than $5,000,000 and $5,000,000, respectively; and (iv) umbrella liability insurance with per-occurrence and aggregate limits of not less than $5,000,000 and $5,000,000, respectively. Upon Customer's written request, MHC will promptly furnish a certificate evidencing such coverages.

13. Miscellaneous

a) Assignment. Neither party may assign or otherwise transfer this Agreement without the other party's prior written consent. Notwithstanding the foregoing, either party may transfer its rights or obligations under this Agreement to a third party without the other party's consent in the event of a merger, acquisition or sale of substantially all of the transferring party's assets.

b) Authority. Customer acknowledges and agrees that any individual employed by Customer who requests changes to or additions to the Services or this Agreement has authority to do so unless MHC has previously been advised in writing to the contrary by Customer.

c) Cooperation. Customer shall cooperate with MHC in all matters relating to the Services.

d) Customer Support and Training. MHC offers reasonable support and training to Customer as

reasonably needed for Customer to use the Services, but reserves the right to charge for any support and training. MHC will not charge for any support and training until Customer and MHC have agreed to the applicable Fees in writing.

e) Dispute Resolution. The parties will attempt to resolve through good faith discussion any dispute that may arise under this Agreement. Any such dispute may at any time, at the election of either party, be referred to a senior executive of each party for discussion and possible resolution. If the senior executives are unable to resolve the dispute within 30 days after delivery of written notice specifically detailing the dispute from one party to the other party, then either party may pursue any process or remedy available by law. The above will not prevent either party from resorting immediately to judicial process if injunctive or other equitable relief from a court is necessary to prevent injury to such party.

f) Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all proposals or other prior agreements, oral or written, and all other negotiations and communications between the parties relating to the subject matter herein. Headings are for reference only and do not affect the meaning of any term of this Agreement. Any reference to a purchase order or similar documentation on an invoice or other acceptance thereof is solely for Customer's convenience in record keeping, and no such reference or the provision of the Services to Customer shall be deemed an acknowledgment of or an agreement to any terms or conditions associated with any such purchase order or other Customer-provided documentation. Any such associated terms and conditions shall be of no force and effect, and shall not in any way be deemed to amend, modify, supersede, alter or supplement this Agreement. If there is any direct conflict between these Standard Terms and Conditions and those of an Order, the Order shall control, unless specifically set forth therein to the contrary.

g) Force Majeure. Neither party shall be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by reason of fire, flood, earthquake, elements of nature or acts of God, pandemic, riots, civil disobedience or other events outside such party's reasonable control.

h) Governing Law and Jurisdiction. This Agreement will be governed by and construed under the laws of the State of North Carolina regardless of the laws that might otherwise govern under applicable choice-of-law principles. If any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions will continue unimpaired. The parties' consent to the exclusive jurisdiction of the courts of the State of North Carolina with respect to any legal proceedings in connection with this Agreement.

i) Non-Exclusive Agreement. Nothing in this Agreement limits or precludes MHC from carrying out the Services or any similar services for any other person, firm or entity.

j) Notices. Unless otherwise indicated or agreed upon, all written notices which are required or may be given pursuant to this Agreement must be sent by certified mail or by a recognized courier service such as Federal Express or UPS, and delivered to the address provided in the Order (which address may be modified from time to time by providing notice as prescribed herein) , or sent via email to legal@mhcautomation.com.

k) Severability. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, then such provision shall be deemed to be revised to the extent required to make such provision enforceable and it shall be enforced as so revised and this Agreement shall otherwise remain in full force and effect.

l) Relationship of the Parties. Nothing in this Agreement shall be construed as creating a joint venture, partnership or agency relationship between the parties.

m) Waiver. No waiver by either party of any default will be deemed as a waiver of prior or subsequent default of the same or other provisions of this Agreement.

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

o) Anti-Human Trafficking. MHC warrants and agrees that no labor supplied by MHC or MHC'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.

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

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

EXHIBIT B

SERVICE LEVEL AGREEMENT

Service Availability

For MHC hosted environments, MHC commits to provide minimum availability requirements with respect to the Customer's Service during each calendar month of the Term, excluding scheduled maintenance times ("Service Availability"). If, in any calendar month, this Service Availability is not met by MHC, and Customer was negatively impacted in a material way and the Customer provides written notice to MHC describing in detail the material negative impact, MHC shall provide, as the sole and exclusive remedy, a Service Credit based on the monthly fee for the use of the Service.

The following table sets forth the Services measured under the applicable Service Level, and the Service Credits to which Customer will be entitled to if MHC fails to meet the Service Levels over the Measurement Period, the conditions below are met and Customer is not in breach of the Agreement.

Service Availability	**Service Credit**
Below 99.5% but at least 99.25%	10%
Below 99.25% but at least 99.00%	15%
Below 99.00%	20%

MHC measures the Service Availability over each calendar month by dividing the difference between the total number of minutes in the monthly measurement period and any Unplanned Downtime by the total number of minutes in the measurement period, and multiplying the result by 100 to reach a percent figure. "Unplanned Downtime" means any time during which a problem with the Service would prevent the Customer from logging in or accessing the Service. MHC shall calculate any Unplanned Downtime using MHC's system logs and other records. Unplanned Downtime does not include any time during which the Services are not available due to any suspension or termination of the applicable Service, or any other unavailability or performance issue that results from Customer's and/or a third-party's equipment, software, services, or other technology (other than third party equipment or services within MHC's direct control).

Failure to Achieve Service Levels

If MHC fails to meet the lowest System Availability service level in the table above for any 2 consecutive months or any 4 months during a 12-month period, Customer may terminate the Agreement within 30 days of such occurrence and MHC will promptly refund any prepaid and unused fees for the Services as of the effective date of termination.

Scheduled and Unscheduled Maintenance

Scheduled maintenance does not count as Unplanned Downtime for the purposes of calculating a Service Credit. Maintenance is considered to be 'scheduled' if it is communicated (i) in accordance with the Notice paragraph set forth below, and (ii) at least two full business days in advance of the scheduled maintenance time, although MHC strives to communicate scheduled maintenance at least a week in advance when possible. Scheduled maintenance usually occurs outside of regular business hours for and generally accounts for less than 15 hours each quarter. MHC, in its sole discretion, may take the Service down for

unscheduled maintenance, and in that event will attempt to notify Customer in advance. Unscheduled maintenance will be included in Unplanned Downtime and counted against the Service Availability set forth above.

Notices

Notice will be provided as either: (a) a message presented immediately after logging into the Service, or (b) by email to the registered email address provided for the administrator(s) for Customer's account.

Service Credit Request

To request a Service Credit, (a) the Customer Account must be in good standing with MHC, (b) Customer must open a technical support ticket reporting an apparent Service interruption within seventy-two (72) hours of the event, and (c) Customer must send an email or written Service Credit request to the MHC billing department via email to accounting@mhcautomation.com in the month immediately following the Measurement Period for which Customer is requesting a Service Credit.

Service Credit requests must include Customer account name or account number and the dates and specific times for which you are requesting Service Credits. Service Credits set forth in this SLT shall be considered liquidated damages and Customer's sole and exclusive remedy for MHC's failure to meet Service Levels. Any unused Service Credits shall not be convertible cash and may only be used to offset any Service Fees due to MHC hereunder.

Exclusions of Non-Production and Test Accounts

Any Sandbox, Release Preview, Beta, Demo and/or Developer accounts and any other nonproduction or test environments are expressly excluded from this or any other service level commitment.

MHC

Order Form

Customer Contact & Order Information

Customer	Town of Apex	Accounts Payable Contact	invoice@apexnc.org
Customer Contact	Town of Apex	Accounts Payable Email	invoice@apexnc.org
Customer Address	Apex Town Hall 73 Hunter Street Apex, NC 27502	Accounts Payable Phone	
Customer Email		MHC Order #	00015775
Customer Phone		Order Date	1/20/2026
		Order Expiration	8/31/2026

Subscription Periods & Billing Details

Initial Term Start Date	8/31/2026	Billing Frequency	Annual
Initial Term End Date	8/30/2029	Payment Terms	Net 30
Initial Term	36 months	Billing Currency	USD
License Type	Subscription	Customer PO (if required)	

Please direct billing inquiries and purchase orders to accounting@mhcautomation.com.

MHC Contact Information

MHC Sales Rep	Chris Rademacher	MHC Sales Rep Email	Chris.rademacher@mhcautomation.com

Product Suite(s)

Product SKU	Description	Annual Volume	Volume Metric	Annual Fee
MTS-NTS-PAYESS	MHC NorthStar Payments Essentials	6,000	Documents	Included
MTS-NTS-PRLENT	MHC NorthStar Payroll Documents Enterprise	20,800	Documents	Included
MTS-NTS-ETXENT	MHC NorthStar Employee Tax Documents Enterprise	1,600	Documents	Included
MTS-NTS-APTENT	MHC NorthStar AP Tax Documents Enterprise	300	Documents	Included
	Total Product Suite Annual Fee(s)			**$34,945**

One-Time Fees and Professional Services Fees

SKU	Description	Price
SVC-NTS-Setup	One-time on Boarding and Setup Fee	$27,986
	Total One-Time Fees and Professional Services Fees	**$27,986**

* Customer-approved optional Services are billed on a time and materials basis if/when effort is expended by MHC. Reasonable travel expenses are estimated in amount above for onsite implementation Services.

Additional Order Form Terms

Legacy Software Maintenance and Support Continuation Period: MHC agrees to continue providing maintenance and support services for the Customer's on-premise software solution as specified in their existing software license and support agreements at no additional fee. The Customer acknowledges that the maintenance and support services will be provided for a limited duration of one year, commencing on the Initial Term Start Date. During the Legacy Software Maintenance and Support Continuation Period, the Customer will actively work towards migrating from the legacy software solution to the MHC cloud solution.

Appendix A: Product features/functionality are included in Appendix A of this document.

Standard Terms & Conditions

This Order Form (the "Order Form"), together with the Master Subscription Agreement dated MONTH DAY, YEAR, incorporated herein by reference, constitute the complete agreement between the parties regarding the subject matter herein (the "Agreement").

The initial term of the Agreement commences on the Initial Term Start Date and expires on the Initial Term End Date as specified above (the "Initial Term"). If this Order Form is executed after the Initial Term Start Date or MHC activates the Product Suite(s) after the Initial Term Start Date, MHC may adjust the Initial Term Start Date and Initial Term End Date, without increasing the Product Suite(s) Annual Fee, based on the date MHC activates the Product Suite(s) and provided that the total term length does not change. The Initial Term may be renewed in a writing signed by both parties for successive terms equal to the length of the Initial Term (each, a "Renewal Term", and the Initial Term and Renewal Term are collectively, the "Term").

The signatures below acknowledge the agreement of each party to be bound by the Agreement. The undersigned representative of Customer represents that he/she has read, understands, and accepts, on behalf of Customer, as a duly authorized representative of Customer, the Agreement.

Signature page to follow

MHC Software, LLC	Customer
By:	**By:**
Name:	**Name:**
Title:	**Title:**
Date:	**Date:**

The parties acknowledge and agree that the Order Form may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via PDF) of an original signature.

Appendix A

Standard Feature Inclusions	Description
Workspaces & Projects	Organize and manage Workspaces and Projects for streamlined automation workflows and process segmentation.
Automation & Workflow Management	Deploy custom automation solutions and manage workflows for optimal data processing and efficiency.
Content & Email Automation	Tailor document configurations and automate email communications for content distribution and management.
User & Access Management	Manage users, regulate user permissions, define roles, and structure groups for targeted access control.
Dashboards	Utilize dashboards for comprehensive monitoring of system transactions and operational performance.
Document Storage	Maintain and access a secure repository for document and data archival and retrieval.
System Audit	Conduct detailed tracking and reporting of sensitive system activities ensuring security and regulatory adherence.
Application Appearance	Customize the user interface (logos, colors, etc.) to align the solution with organizational branding.
Account License & Storage	Oversee and manage subscription services and control digital resource allocation.
Integrations	Seamlessly integrate with compatible external systems via REST API or SFTP for enhanced interoperability.
Printers	Manage document printing with automated processes for greater operational control.
Global Task Definition	Establish and manage standardized tasks for systematic approval procedures and transactions.

Proposed Solution	Scope Inclusions
MHC NorthStar Payments Essentials MTS-NTS-PAYESS	▪ **AP Check Printing**: Design your own branded check, define the rules using external data for assembly and distribution ▪ **Positive Pay**: Create and send positive pay files to the bank automatically for fraud prevention around check payments
MHC NorthStar Payroll Documents Enterprise MTS-NTS-PRLENT	▪ **Payroll Document Creation & Distribution:** (Print | Positive Pay) ▪ **NorthStar Document Self-Service Access for Employees:** Includes mhcKBA authentication for non-active employee access to related documents
MHC NorthStar Employee Tax Documents Enterprise MTS-NTS-ETXENT	▪ **Employee Tax Document Creation & Distribution:** (Print | Electronic | Standard W-2s/W-2Cs & 1095-Cs) ▪ **NorthStar Document Self-Service Access for Employees:** Includes mhcKBA authentication for non-active employee access to related documents
MHC NorthStar AP Tax Documents Enterprise MTS-NTS-APTENT	▪ **Automate AP Tax Document Creation & Distribution:** (Print | 1099 Misc/Int/Div/Nec/S)

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: August 11, 2026

Item Details

Presenter(s): Jonathan Jacobs, P.E., Director

Department(s): Water Resources

Requested Motion

Motion to approve a Master Services Agreement (MSA) between Sanford Electrical Contractors, Inc., and Town of Apex, for on-call emergency related electrical installation, repair, and maintenance services for water and wastewater equipment, effective through June 30, 2029, and to authorize the Town Manager, or their designee, to execute on behalf of the Town.

Approval Recommended?

Yes

Item Details

The Water Resources Department is requesting approval of a Master Services Agreement with Sanford Electrical Contractors, Inc. to provide electrical installation, repair, maintenance, and upgrade services for the Town's water and wastewater facilities. The agreement establishes the contractual terms and conditions under which the contractor may perform services on an as-needed basis through June 30, 2029.

Under the agreement, services may include electrical installation, repairs, maintenance, and upgrades for water and wastewater equipment at Town facilities. Individual projects will be authorized through separate scopes of work, quotes, and purchase orders. Work will commence only after written authorization from the Town, and each individual project performed under the agreement will not exceed $30,000.

Approval of this agreement provides the Water Resources Department with a qualified electrical contractor to support the operation, maintenance, and reliability of the Town's water and wastewater infrastructure. The agreement is non-exclusive and does not obligate the Town to purchase a minimum amount of services. Funding for services performed under this agreement will be provided through approved operating or capital project budgets as individual purchase orders are issued.

NCDEQ Collection System Permit (WQCS00064)

Attachments

- CN10-A1: Master Services Agreement Contract Multi-Year - Sanford Electrical Contractors, Inc.
- CN10-A2: Sanford Electrical Contractors, Inc. Service Rates

STATE OF NORTH CAROLINA **COUNTY OF WAKE**	**MASTER SERVICES AGREEMENT**

THIS MASTER SERVICES AGREEMENT (hereinafter "Agreement") is entered into this , by and between, Sanford Electrical Contractors, Inc. , a North Carolina corporation with its principal business offices located at 946 N. Horner Blvd., Sanford, NC 27330 (the "Contractor"), and the Town of Apex, a municipal corporation of the State of North Carolina, (the "Town"). Town and Contractor may collectively be referred to as "Parties" hereinafter.

WITNESSETH:

WHEREAS, Town, is engaged in the operation of water and sewer utilities, including pipes, drains, facilities, and associated equipment, which from time to time require maintenance, repair, installation, removal, testing, and inspection as well as other projects related to wastewater treatment and soil and erosion control ; and

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

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

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

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

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

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

1. SCOPE OF SERVICES.

The Contractor agrees to perform for the Town the following general services when requested by the Town: electrical installation, repair, and maintenance service for new installations, upgrades,

and repairs of water and wastewater equipment at sites identified in a Scope of Services.

When service is requested by the Town, Contractor shall provide a detailed Scope of Services and quote that shall be governed by the terms of this Agreement. If a rate sheet is provided and attached to this Agreement then the quote shall be consistent with the rate sheet. The quote and Scope of Services shall reference this Agreement and this Agreement shall be incorporated into and made a part of the Scope of Services and quote whether or not expressly incorporated by reference in the Scope of Services and quote. No work covered by a submitted Scope of Services shall exceed thirty thousand dollars ($30,000.00) in cost. No services shall be provided by the Contractor until a Scope of Services or quote is signed by the Town or the Town issues a Notice to Proceed to the Contractor.

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

2. SPECIFICATIONS.

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

3. TIME OF COMMENCEMENT AND COMPLETION.

This Agreement shall terminate on June 30th, 2029 unless terminated sooner in accordance with the terms of this Agreement. Contractor shall commence and complete the work required by this Agreement in accordance with the dates provided in the Scope of Services as agreed upon by the Parties. Contractor shall immediately notify the Town of any event or circumstance that may, immediately or in the future, impede the proper and timely execution of any work so that remedial action may be taken. Contractor shall not begin any work pursuant to this Agreement or a Scope of Services until written confirmation has been provided by the Town. The Parties hereby agree that written confirmation may be provided through electronic communication from the Town's representative identified in Section 13 of this Agreement. If Contractor has not satisfactorily commenced or completed the work within the times specified, the Town may declare such delay a material breach of contract and may pursue all available legal and equitable remedies. Any changes to the schedule(s) provided in the Scope of Services must be agreed to in writing by the Town and the Contractor.

4. CONSIDERATION AND PAYMENT OF SERVICES.

In consideration of the above services, the Town will pay the Contractor the amount authorized by the issued Purchase Order corresponding to the agreed upon Scope of Services and quote. After services are agreed upon pursuant to this Agreement and the associated Scopes of Service, Contractor will invoice the Town for work performed. Town has the right to require the Contractor to produce for inspection all of Contractor's records and charges to verify the accuracy of all invoices. Town shall pay Contractor's invoices within thirty (30) days of receipt unless a bona fide dispute exists between Town and Contractor concerning the accuracy of said invoice or the services covered thereby.

5. INDEMNIFICATION.

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

6. APPLICABILITY OF LAWS AND REGULATIONS.

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

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

7. E-VERIFY COMPLIANCE.

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

8. QUALITY AND WORKMANSHIP.

All work shall be performed to the satisfaction of the Town. The work shall not be considered complete nor applicable payments rendered until the Town is satisfied with the services provided. Contractor shall provide services in accordance with all federal, state and local law and in accordance with all governing agency regulations and shall be held to the same standard and shall exercise the same degree of care, skill and judgment in the performance of services for the Town as is ordinarily provided by a similar professional under the same or similar circumstances at the time in North Carolina.

9. INSURANCE.

The Contractor shall maintain valid general liability insurance in the minimum amount of $1,000,000.00, commercial automobile liability insurance in the minimum amount of $2,000,000.00, and provide certificates of such insurance naming the Town of Apex as an *additional insured* by endorsement to the policies. If the policy has a blanket additional insured provision, the contractor's insurance shall be primary and non-contributory to other insurance. Additionally, the contractor shall maintain and show proof of workers' compensation insurance within the statutory limits, and employer's liability insurance in the minimum amount of

$1,000,000.00. The Contractor shall provide notice of cancellation, non-renewal or material change in coverage to the Town of Apex within 10 days of their receipt of notice from the insurance company.

All required certificates of insurance, endorsements, and blanket additional insured policy provisions are attached and considered part of this document. Notwithstanding the foregoing, neither the requirement of Contractor to have sufficient insurance nor the requirement that Town is named as an additional insured, shall constitute waiver of the Town's governmental immunity in any respect, under North Carolina law.

10. PRE-PROJECT SAFETY REVIEW MEETING.

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

11. DEFAULT.

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

12. TERMINATION FOR CONVENIENCE.

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

13. NOTICE.

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

TO CONTRACTOR:	TO TOWN: Town of Apex

Attn: Suzanne Price Contractor: Sanford Electrical Contractors, Inc. Address: 946 N. Horner Blvd. Sanford NC, 27330 Email: sprice@sanfordelectricalcontractors.com	Attn: Jonathan Jacobs Water Resources PO Box 250 Apex NC 27502 jonathan.jacobs@apexnc.org Invoices: Apex.Invoices@apexnc.org

14. DELAY BEYOND THE CONTROL OF THE PARTIES.

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

15. NONWAIVER FOR BREACH.

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

16. CONSTRUCTION.

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

17. NO REPRESENTATIONS.

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

18. SEVERABILITY.

In the event for any reason that any provision or portion of this Agreement shall be found to be void or invalid, then such provision or portion shall be deemed to be severable from the remaining provisions or portions of this Agreement, and it shall not affect the validity of the

remaining portions, which portions shall be given full effect as if the void or invalid provision or portion had not been included herein.

19. COUNTERPARTS.

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

20. MODIFICATION.

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

21. BINDING EFFECT.

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

22. ASSIGNMENT.

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

23. INDEPENDENT CONTRACTOR.

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

24. NON-APPROPRIATION.

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

25. IRAN DIVESTMENT ACT CERTIFICATION.

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

26. ANTI-HUMAN TRAFFICKING.

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

27. NONDISCRIMINATION.

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

28. ELECTRONIC SIGNATURE.

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

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

Sanford Electrical Contractors, Inc.	**Town of Apex**
X	X
[empty member name] Email: sprice@sanfordelectricalcontractors.com Timestamp: [empty signing timestamp]	Randal E. Vosburg, Town Manager Email: [empty member email] Timestamp: [empty signing timestamp]

Contractor Attest

X

[empty member name]
Title:
Email: tcorley@sanfordelectricalcontractors.com
Timestamp: [empty signing timestamp]

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

X

[empty member name] , Finance Director
Email: jon.griffin@apexnc.org
Timestamp: [empty signing timestamp]

SANFORD
ELECTRICAL
CONTRACTORS

SEC, Inc.
946 N. Horner Blvd
Sanford, NC 27330
919.774.4533

Effective January 01, 2026

2026 Service Rates

(Design, Fabrication, Programming, Installation, Troubleshooting, and Repair)

Electrical

Labor Regular Hours (Single Person Crew)	$100	Hour
Labor Regular Hours (2+ Person Crew)	$90	Hour/ Person
Emergency After Hours/ Weekends	$150	Hour/ Person
Holidays	$150	Hour/ Person

Integration/ Engineering

Labor Regular Hours	$150	Hour/ Person
Emergency After Hours/ Weekends	$225	Hour/ Person
Holidays	$300	Hour/ Person

Regular Business Hours	8am – 5pm; Mon – Fri
Emergency After Hours/ Weekends and Holidays	Minimum Four (4) Hours for callouts
Travel	Billed at same rate as labor hours
Lodging/ Food	Cost + 10%
Materials are quoted at the time of purchase or when requested	

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: August 11, 2026

Item Details

Presenter(s): Trevor Materasso, Deputy Chief

Department(s): Police

Requested Motion

Motion to approve Amendment No. 1 to the Teladoc Health Services Agreement between Teledoc Health, LLC and the Town of Apex, to extend the term of the agreement for telehealth and BetterHelp online therapy services for Apex Police Department's Wellness Program, effective until June 30, 2029, and to authorize the Town Manager, or their designee, to execute on behalf of the Town.

Approval Recommended?

Yes

Item Details

The Apex Police Department is requesting approval of Amendment No. 1 to the existing Teladoc Health Services Agreement with Teladoc Health, Inc. The amendment extends the term of the agreement for the police department's employee telehealth and online therapy services.

The original agreement became effective on October 1, 2025, with an initial term ending June 30, 2026. The amendment extends the agreement through June 30, 2029, allowing the Town to continue providing eligible employees with access to telehealth and BetterHelp online therapy services under the existing agreement. All other terms and conditions of the agreement remain unchanged.

Attachments

- CN11-A1: Agreement Multi-Year - Teladoc Health - Agreement for telehealth and online health coaching services for Apex PD
- CN11-A2: CONT-2025-422 - Teladoc Health - Agreement for telehealth and online health coaching services for Apex PD

Amendment #1 to Teladoc Health Services Agreement

This Amendment #1 (the "Amendment") is effective as of (the "Amendment Effective Date") and amends the Teladoc Health Services Agreement between **Town of Apex** (the "Employer") and Teladoc Health, Inc. ("Teladoc Health").

WHEREAS, Employer and Teladoc Health are parties to the Teladoc Health Services Agreement effective **October 1, 2025** (the "Agreement"); and

WHEREAS, the Parties desire to amend certain terms of the Agreement relating to the Term of the Agreement.

NOW, THEREFORE, Employer and Teladoc Health agree as follows:

1. **Definitions.** Capitalized terms used herein and not otherwise defined herein have the meanings ascribed to such terms in the Agreement.

2. **Amendment to Section II- Term and Termination**. As of the Amendment Effective Date, Section II of the **BetterHelp Services Exhibit** of the Agreement shall be deleted in its entirety and replaced with the following:

   "**A**. BetterHelp will provide the Online Therapy Services commencing on **October 1, 2025** ("**Start Date"**).

   This Exhibit commences on the Effective Date and will continue in force for an initial term that will end on **June 30, 2026** ("**Initial Term**"). At the expiration of the Initial Term, the Exhibit will be extended from July 1, 2026 to June 30, 2029 ("**First Renewal Term**"). Any extensions of this Exhibit past the Initial Term and the First Renewal term are referred to as "**Renewal Term**". The Initial Term, the First Renewal Term and any Renewal Terms of this Exhibit are collectively referred to as the "**Term**". This Agreement may be renewed for successive terms upon mutual written agreement of the Parties. Any such Renewal Term must be documented in a writing signed by both parties no later than sixty (60) days prior to the expiration of the then-current term. In the absence of such written renewal, the Agreement shall expire at the end of the then-current term."

3. **Miscellaneous.** Other than as modified herein, the terms of the Agreement remain in full force and effect. The section headings contained in this Amendment are for convenience of reference only and will not be used for substantive purposes. The Agreement, as amended by this Amendment, may be further amended only by a writing signed by both Parties. This Amendment may be signed in any number of counterparts, including facsimile, and as executed will constitute one and the same Agreement, binding on the Parties hereto.

IN WITNESS WHEREOF, the Parties have accepted and agreed to the terms of this Amendment.

Teladoc Health, Inc	Town of Apex
X [empty member name] , Associate Director - Contracts Email: laurie.woodward@teladochealth.com Timestamp: [empty signing timestamp]	X Randal E. Vosburg, Town Manager Email: [empty member email] Timestamp: [empty signing timestamp]
	This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act. X [empty member name] , Finance Director Email: jon.griffin@apexnc.org Timestamp: [empty signing timestamp]

TELADOC HEALTH SERVICES AGREEMENT

This **Teladoc Health Services Agreement** ("**Agreement**") is entered into on **October 1 2025** ("**Effective Date**"), by and between **Teladoc Health, Inc.** ("**Teladoc Health**") and **Town of Apex** ("**Employer**"). Teladoc Health and Employer shall be referred to herein as the "**Parties**" and each individually as a "**Party**".

Introduction

A. Teladoc Health provides (i) a suite of telehealth services, (ii) a suite of expert medical information services, and (iii) a suite of online health coaching programs related to the management of chronic health conditions, as more fully described in the Exhibit(s) and/or Addendum(s) (collectively "**Exhibits**") incorporated in this Agreement (such services and programs, the "**Services**").

B. Employer desires to purchase the Services for use by certain of its employees ("**Employees**") and their eligible dependents ("**Eligible Dependents**") as an additional benefit in connection with Employer's employee benefits program. "Eligible Dependent" means a "dependent," as defined under the Internal Revenue Code, I.R.C. § 152, or as may be mutually agreed between the Parties. Employees and Eligible Dependents are referred to as "**Member(s)**".

Terms and Conditions

1. Scope.

This Agreement sets forth the terms and conditions under which Teladoc Health will provide the Services to Employer. Employer agrees to provide access to the Services to all Members and to inform the Members regarding the availability of the Services as provided in this Agreement. The specific Services that Employer has engaged Teladoc Health to provide, as well as the specific terms and conditions applicable to the provisions of those Services, are described in the attached Exhibit(s), which are incorporated by reference and made a part of this Agreement.

Capitalized terms used but not separately defined in the Exhibits shall have the meanings assigned to them in this Agreement. In the event of a conflict between terms set forth in this Agreement and the terms of an Exhibit or Attachment to the Agreement, the terms of the Exhibit or Attachment will govern.

2. Term and Termination; Survival. This Agreement commences on the Effective Date and will continue in force until all Exhibits have terminated or expired ("**Term**"), unless terminated earlier as outlined below; *provided, however*, that the provisions of Section 3 (*Intellectual Property Rights*), Section 5 (*Protected Health Information; Confidential Information*), Section 7 (*Indemnification; Limitations of Liability*), and Section 11 (*Miscellaneous*), as well as any other provision that contemplates performance or observance subsequent to the expiration or termination of this Agreement shall survive any expiration or termination of the Agreement. Either Party may terminate this Agreement and/or any Exhibit (a) for the other Party's material breach of the Agreement or an Exhibit, which breach has not been cured, or cannot reasonably be cured, within 30 days after receipt of written notice by the non-breaching Party; or (b) for the other Party's Insolvency. In addition, Teladoc Health may terminate this Agreement and/or any Exhibit if (i) a change in law or regulation would, in the reasonable opinion of Teladoc Health, make the Services to be provided unlawful or impracticable and (ii) the Parties are unable to agree on amendments to this Agreement and/or the affected Exhibit to mitigate the effects of such change in law or regulation within 30 days of Teladoc Health's notice to Employer of its intent to terminate this Agreement and/or the applicable Exhibit. For the purposes of this Agreement, "**Insolvency**" means that the other Party files or is subject to any voluntary or involuntary bankruptcy, receivership, or assignment for the benefit of creditors or similar proceeding. Termination of an Exhibit will not affect any other Exhibit then in effect but termination of this Agreement will result in immediate termination of all Exhibits then in effect.

3. Intellectual Property Rights.

3.1 Employer acknowledges that all materials relating to the Services that are developed by or on behalf of Teladoc Health including those provided to Employer by Teladoc Health (including, without limitation, any software, systems, certain methods, devices, equipment and communication and/or Member engagement materials referred to in the attached Exhibit(s)) included as part of the Services, and all trade names, service marks, trademarks and logos that are owned by Teladoc Health, and such other trade names, trademarks and logos as may be used hereafter by Teladoc Health in connection with its business (the "**Teladoc Health Marks**") are the unique intellectual property of Teladoc Health (the "**Intellectual Property**"), and Employer agrees that it will not: (a) duplicate the Services in any format that would, in whole or in part, infringe upon the intellectual property rights of Teladoc Health, and will not use the Intellectual Property in any manner other than pursuant to this Agreement; (b) distribute, rent, sell, lease, or grant a sublicense or otherwise display, disclose, transfer, or make available the Services to any parties other than Members; (c) modify, change, reverse engineer, decompile or disassemble, the software underlying the Services or

otherwise attempt to discover any such software source code or underlying Confidential Information; (d) work around any technical limitations, security devices or other restrictions in the Services; or (e) remove, efface, or obscure any copyright notices, logos, or other proprietary notices or legends (whether of Teladoc Health or its licensors) from the Services.

3.2 Pursuant to the terms of this Agreement and only in a manner that has been approved by Teladoc Health in advance, Teladoc Health grants Employer a limited, non-exclusive, non-transferable, revocable license to use the Teladoc Health Marks in communications with its Employees regarding the Services during the Term. Teladoc Health agrees that, if applicable, Employer may describe the Services in its health benefits plan materials, provided that any such descriptions are approved in advance by Teladoc Health.

3.3 Employer hereby grants to Teladoc Health a limited, non-transferable, fully-paid, worldwide, non-exclusive right and license to use, reproduce, adapt, incorporate, integrate, and distribute Employer's trade names, trademarks, and logos in connection with its promotion and delivery of the Services to Members, during the Term, solely as necessary to perform its obligations under this Agreement.

4. No Joint Undertaking. Teladoc Health and Employer are and shall at all times function as independent contractors under this Agreement, and neither Teladoc Health nor Employer is authorized to assume or create any obligations or liabilities, express or implied, on behalf of or in the name of the other Party, except to the extent otherwise specifically contemplated herein. The employees, agents, representatives, providers, methods, facilities and equipment of a Party shall at all times be under the exclusive direction and control of that Party.

5. Protected Health Information; Confidential Information.

5.1 Teladoc Health is a Covered Entity Provider ("**CE Provider**") as defined by and pursuant to the Health Insurance Portability and Accountability Act of 1996, as amended ("**HIPAA**")), including but not limited to those changes adopted and incorporated by Section XIII of the American Recovery and Reinvestment Act of 2009 ("**ARRA**") known as Health Information Technology for Economic and Clinical Health ("**HITECH**"). As such, Teladoc Health maintains compliance with the HIPAA as a CE Provider with respect to PHI it collects, maintains, and uses to deliver the Services. With respect to the delivery of the Services and activities supporting the delivery of the Services, Employer acknowledges that Teladoc Health is not acting as its business associate.

5.2 MUST BE COMPLETED by Employer: By choosing the appropriate box below, Employer confirms **one** of the following statements:

☐ Services being provided under this Agreement are being incorporated as part of Employer's Group Health Plan, as defined by 45 C.F.R. § 160.103, and to the extent that Teladoc Health performs any functions on behalf of Employer's Group Health Plan, as defined by 45 C.F.R. § 160.103, the receipt, creation, use, and/or disclosure of Protected Health Information by Teladoc Health to perform such functions will be governed, as applicable, by the Teladoc Health Business Associate Agreement attached to this Agreement as ***Exhibit 1***.

OR

X Services being provided under this Agreement are ***not*** being incorporated as part of Employer's Group Health Plan, as defined by 45 C.F.R. § 160.103 and Teladoc Health is not performing any functions on behalf of the Group Health Plan.

5.3 For purposes of this Agreement, "**Disclosing Party**" shall mean the Party that discloses any Confidential Information, as defined below, to the other Party to this Agreement, and the "**Receiving Party**" shall mean the Party that receives any Confidential Information, as defined below, from the other Party to this Agreement.

(a) For purposes of this Agreement, "**Confidential Information**" shall include information: (i) that is generally unavailable to the public; and (ii) that has actual or potential economic value to the Disclosing Party. Confidential Information shall include trade secrets, discoveries, developments, designs, improvements, inventions, concepts, formulas, software programs, processes, products, techniques, methods, know-how, research, technical data (whether or not any of the foregoing are patentable or registerable under copyright or similar statutes, and including all rights to obtain, register, perfect, and enforce those proprietary interests) and any other Intellectual Property, customer and supplier lists, price lists, business plans, forecasts, analyses, contracts, and all program, marketing, sales, or other financial data or business information disclosed to the Receiving Party by the Disclosing Party, either directly or indirectly, in writing or orally or by drawings or observation, together with and any summaries, modifications or enhancements of the same, and any content related to the Disclosing Party's products and services in any medium (images, audio, video, etc.), and any other information that a reasonable party would conclude is confidential or proprietary in nature, regardless of whether it is marked as such. Confidential Information shall also include, without limitation,

employee information not otherwise defined as Protected Health Information by 45 C.F.R. § 160.103

(b) Notwithstanding the foregoing, Confidential Information shall not include any information to the extent it: (i) is or becomes a part of the public domain through no act or omission on the part of the Receiving Party; (ii) is disclosed to third parties by the Disclosing Party without restriction on such third parties; (iii) is in the Receiving Party's possession, without actual or constructive knowledge of an obligation of confidentiality with respect thereto, at or prior to the time of disclosure under this Agreement; (iv) is disclosed to the Receiving Party by a third party having no obligation of confidentiality with respect thereto; (v) is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information; or (vi) is released from confidential treatment by written consent of the Disclosing Party.

(c) Notwithstanding the foregoing, portions of Confidential Information may be disclosed pursuant to the request of a governmental agency or third party if such disclosure is required by operation of law, regulation or court order, provided the Receiving Party gives the Disclosing Party prompt written notice of such proposed disclosure in order to enable the Disclosing Party to obtain an appropriate protective order, if it so desires and the Receiving Party discloses only that portion of the Confidential Information that is legally required.

(d) The Receiving Party shall hold and maintain the Confidential Information of the Disclosing Party in strictest confidence and, except as otherwise set forth in this Agreement, shall not (i) disclose such Confidential Information to third parties; or (ii) use such Confidential Information for any purpose other than the exercise of its rights or performance of its obligations under this Agreement. Notwithstanding anything to the contrary in this Agreement, the Receiving Party shall have the right to disclose Confidential Information to those of its employees, contractors, advisors and agents who have a need to know such Confidential Information to perform their duties, provided that any such individuals are bound to maintain such information in confidence consistent with the terms of this Section.

(e) The Receiving Party understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information of the Disclosing Party in violation of this Agreement may cause the Disclosing Party irreparable harm, and that monetary damages may not be a sufficient remedy. Thus, the Receiving Party agrees that the Disclosing Party shall have the right to apply to a court of competent jurisdiction to seek an injunction or other equitable remedy respecting such violation or continued violation, in addition to any other remedies available to the Disclosing Party at law or in equity. If any action at law or in equity is brought to enforce or interpret the provisions of this Section, the prevailing Party in such action shall be entitled to reasonable attorneys' fees.

(f) Upon request, the Receiving Party shall promptly return to the Disclosing Party any and all records, notes and other written, printed or tangible materials pertaining to the Confidential Information of the Disclosing Party and will destroy all records, notes and other materials containing Confidential Information stored in electronic or other non-tangible media (and provide certification of such destruction on Disclosing Party's request); provided that Receiving Party shall not be required to destroy any Confidential Information that is stored on automatic computer back-up or archiving systems pursuant or that is otherwise impractical to destroy, it being agreed that any such Confidential Information remains subject to the terms of this Section 5 so long as it is retained by Receiving Party.

6. Representations of the Parties; Disclaimer.

6.1 Each Party represents that (a) it has the necessary and actual right and authority to enter into and to perform its obligations under this Agreement, (b) it has taken all necessary corporate action to authorize the execution, delivery, and performance of this Agreement, (c) this Agreement constitutes a valid and binding obligation enforceable against the Party in accordance with its terms, and (d) it will perform its obligations under this Agreement in a manner that complies with all laws applicable to such Party.

6.2 Employer represents that (a) Employer has sought its own legal advice with respect to the use of the Services as part of a wellness program, if applicable; and (b) Teladoc Health has not provided Employer with advice regarding the legality of any of Employer's wellness programs or use of the Services for such wellness programs.

6.3 Each Party represents that it will maintain such insurance coverage as is reasonably necessary to support its respective obligations under this Agreement, which, for Employer, shall be at least a commercially reasonable general liability policy and cyber liability insurance with commercially reasonable limits in proportion to Employer's cyber liability risks.

Specifically, Teladoc Health represents that during the Term, it will maintain the following minimum types and amounts of insurance in the provision of the Services, with carriers having an AM Best Rating of A- or better:

(a) Workers Compensation Insurance in an amount satisfying statutory requirements;

(b) General Liability coverage of $1 million per occurrence/$2 million aggregate;
(c) Technology Errors and Omissions and Cyber Risk Liability coverage (including network security and privacy liability) of $10 million per claim/annual aggregate; and
(d) With respect to telehealth services, Teladoc Health will ensure that each physician is provided with the requisite medical malpractice insurance coverage, in all cases complying with the minimum requirements of the applicable jurisdiction but in no event less than $1 million per occurrence and $2 million annual aggregate.

Upon request, Teladoc Health will provide Employer with a certificate evidencing the above insurance coverage.

6.4 Employer acknowledges and agrees that except as explicitly set forth in this Agreement or any Exhibit, Teladoc Health EXPRESSLY DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY AS TO THE SERVICES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PUPROSE OR TITLE.

7. Indemnification; Limitations of Liability.

7.1 Each Party agrees that it is solely liable for any breach, misrepresentation, error or omission by its employees, agents and representatives concerning the Services or otherwise made by such Party in fulfilling its obligations under this Agreement.

7.2 Teladoc Health's total liability (including the liability of any of its officers, employees, or agents) relating to claims for damages arising from or relating to the performance of this Agreement shall be limited to direct (reasonably foreseeable) and actual damages and shall in no event exceed the amount of Fees paid by Employer during the twelve (12) months immediately preceding the first event, action, or omission giving rise to Teladoc Health's liability; *provided, however*, that:

(a) Teladoc Health's total liability arising from (i) a breach of the Teladoc Health Business Associate Agreement attached as Exhibit 1, if applicable, or Section 5.3 of the Agreement or (ii) a claim asserted by a third party relating to Teladoc Health's performance of its obligations under this Agreement shall in no event exceed $5 million; and
(b) in the event of a decision of liability attributed to both Parties, each Party's obligation will be limited by its relative fault as compared to the other Party and/or any third party in such matter.

Client expressly waives any right to seek consequential, indirect, exemplary, punitive, or special damages for claimed losses arising from or relating to the performance of this Agreement from Teladoc Health including, without limitation, claims for loss of business, data, revenue, profits, or goodwill, even if the Parties had knowledge of the possibility of such damages and whether or not such damages were foreseeable.

7.3 This Section has been removed.

7.4 In defending against any claim or action pursuant to Section 7.1 based upon an allegation that the Services infringe the intellectual property rights of a third party, Teladoc Health may at its option (a) procure for Employer the right to continue using the Services, or (b) modify or replace the Services so that it no longer infringes. If Teladoc Health concludes in its sole judgment that neither of the foregoing options is commercially reasonable, then Teladoc Health may terminate this Agreement and cease providing the Services, upon which Employer will cease offering the Services. This Section 7.4 specifies Teladoc Health's entire liability and Employer's exclusive remedy for infringement.

8. Data Transmission Security. Data transmission security is the process of sending data from one computer system to another in a secure manner so that only the intended recipient of the data receives the data and the data sent is identical to the data received. When ePHI (Electronic Protected Health Information) is transmitted over an electronic communications network (i.e., "the internet"), transmissions of ePHI to and from Teladoc Health will utilize Secure File Transport Protocol (SFTP).

Employer and its representatives are expressly prohibited from indirectly or directly, knowingly violating or attempting to violate the security of Teladoc Health's web sites, including, without limitation, accessing data not intended for such user or logging into a server or account that such user is not authorized to access, attempting to probe, scan or test the vulnerability of the system or network or to breach security or authentication measures, scanning or testing the performance of the system or network, attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus or "trojan horse" to the Web site, overloading, "flooding", "mail bombing" or "crashing", or sending unsolicited electronic mail, including promotions and/or advertising of products or services. Violations of system or network security may result in civil or criminal liability. Teladoc Health will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting individuals involved in such violations.

9. Publicity. Teladoc Health may use Employer's trade name and logo on Teladoc Health's standard sales-deck and customer list(s) solely to indicate, during the Term, Employer's status as a customer of Teladoc Health, without other indications of endorsement. Any other use of Employer's trade name, trademark, service mark, or symbol in Teladoc Health's marketing, publicity or other promotional endeavors requires the prior consent of Employer.

10. Dispute Resolution. Except as provided in Section 5.3(e) or to protect a Party's Intellectual Property rights, prior to the institution of any formal court action, the Parties agree that any claim or controversy arising from this Agreement shall be considered and addressed by one representative from Teladoc Health and one representative from Employer at a meeting held upon at least five business days' advance notice from the complaining Party. Such meeting shall be held at a neutral location in the city where the non-complaining Party has its principal office or, if agreed by the Parties, may be conducted virtually by video conference. If the claim or controversy is not resolved by the representatives at such meeting or within five business days thereafter, either Party may proceed with court action.

11. Miscellaneous.

11.1 Entire Agreement; Amendment; Severability. This Agreement (including any Exhibits or attachments hereto) constitutes the entire agreement by and between Teladoc Health and Employer with respect to any of its subject matter, and any representation, warranty, covenant, understanding or agreement not contained or incorporated herein by reference shall be of no force or effect. This Agreement supersedes all prior proposals, discussions, writings, and agreements between the Parties relating to the subject matter hereof. This Agreement may only be modified in writing, signed by an authorized representative of each Party. If any provision of this Agreement is determined to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather this Agreement shall be construed as if not containing the particular invalid or unenforceable provision(s), and the rights and obligations of the Parties shall be construed and enforced accordingly.

11.2 Waiver. No waiver by either Party of a breach or default under this Agreement shall be effective unless in a writing signed by the Party to whom such compliance is owed. No waiver of any provision of this Agreement shall be deemed a waiver of any other provision or of any subsequent breach or default.

11.3 No Third-Party Beneficiaries. No person other than the Parties and their respective successors and permitted assigns is intended to be a beneficiary of this Agreement. In executing this Agreement, the Parties do not intend to create third-party beneficiary rights in anyone not a Party to this Agreement.

11.4 Force Majeure. Neither Party shall have liability to the other as a result of a Force Majeure Event; *provided, however*, that the non-performing Party uses commercially reasonable efforts to avoid or remove such causes of nonperformance and restore performance as soon as practicable. For purposes of this Agreement, "**Force Majeure Event**" means an event not reasonably foreseeable, beyond a Party's reasonable control, and occurring without its fault or negligence, including, without limitation (a) an act of nature, such as fire, flood, earthquake, storm, tornado, lightning, landslide, sink hole, or outbreak of disease, (b) a service failure caused by third parties, such as a power or utility outage or a labor dispute affecting suppliers or subcontractors, (c) a civil disruption such as war, invasion, insurrection, trade embargo, or activities by terrorists or public enemies, or (d) action by a governmental body that enjoins or prevents performance by a Party.

11.5 Notices. All notifications, consents, reports, requests, demands, and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed given: (a) three (3) days after being mailed (with return receipt requested), (b) when emailed, or (c) one (1) day after being sent via a recognized overnight courier service, to the Parties at the following addresses, or pursuant to such other instructions as may be designated in writing by the Party to receive such notice:

If to Teladoc Health:

Teladoc Health, Inc.
Attn: Chief Legal Officer
10 Grand Central
155 E 44*th* Street, 17*th* Floor
New York, NY 10017

Email: legalnotices@teladochealth.com

With a Copy to: clientservices@teladoc.com

If to Employer:

Apex Police Department
Attn: Nicole Lajoie
205 Saunders Street
Apex, NC 27502

Email: nicole.lajoie@apexnc.org

11.6 Governing Law; Jurisdiction; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to the conflict of laws principles of such State. Jurisdiction and venue for any and all disputes under this Agreement shall be the state and/or federal courts of Wake County, North Carolina.

11.7 Assignment. Neither Party may assign or otherwise transfer any of its rights, duties, or obligations under this Agreement, in whole or in part, by operation of law or otherwise, to any person or entity without the prior written consent of the other Party, except that a Party may assign its rights and obligations under this Agreement without the other Party's consent in the event of a corporate reorganization, consolidation with or merger into any person or a transfer of all or substantially all of its assets to any person. A party may also assign its rights and obligations under this Agreement to an entity it controls, is controlled by or is under common control with, provided that no such assignment shall relieve the transferring Party of its obligations under this Agreement without the consent of the other Party. Subject to the preceding sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns.

11.8 Taxes. Employer shall be responsible for the payment of any taxes on amounts due to Teladoc Health, including, but not limited to, state and local sales, use, excise and value-added taxes. Any taxes due on Teladoc Health's income or gross receipts shall be the sole responsibility of Teladoc Health. Applicable taxes will be invoiced by Teladoc Health to Employer unless Employer provides Teladoc Health with a valid applicable tax exemption certificate or a valid direct pay certificate from the appropriate State or States before an invoice is generated. Employer must promptly notify Teladoc Health if any such exemption certificate or direct pay certificate has been suspended, revoked or has expired.

If sales tax is not invoiced by Teladoc Health and a taxing jurisdiction subsequently imposes a sales tax on Teladoc Health as the remitting agent and Teladoc Health is compelled to pay such sales tax, Employer agrees to reimburse Teladoc Health for any such payments.

If applicable law obligates Employer to withhold or deduct taxes from amounts payable to Teladoc Health, Employer shall provide Teladoc Health with Employer's tax registration number assigned by the relevant taxing authority and official receipts or other documentary evidence of any such withholding, deduction or payment of tax.

11.9 Joint Preparation. This Agreement is deemed to have been prepared jointly by the Parties, and any uncertainty or ambiguity herein shall not be interpreted against either Party, but shall be interpreted according to the application of the rules of interpretation for arm's length agreements

11.10 Counterparts; Electronic Signatures. This Agreement may be executed in any number of counterparts (and may be executed by way of email or electronic signature, any of which shall be considered an original) with the same effect as if the Parties had signed the same instrument. Each signatory represents that he/she has full authority to sign this Agreement on behalf of his/her respective Party and to bind and obligate such Party to the terms hereof.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Teladoc Health, Inc.		**Town of Apex**	
Laurie Woodward	Director, Contracts - Employe	Randal E. Vosburg	Town Manager
Print Name	Title	Print Name	Title
Laurie Woodward (Sep 23, 2025 10:25:00 PDT)	09/23/2025	Randal Vosburg	Friday, September 26th, 2025 5:14 PM UTC
Signature	Date		Date

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

Jonathan Griffin

Jon Griffin, Finance Director

Exhibit 1
Teladoc Health Business Associate Agreement

This TELADOC HEALTH BUSINESS ASSOCIATE AGREEMENT ("**BAA**") is entered into by and between Employer (referred to herein as "**Plan Sponsor**"), on behalf of Plan Sponsor's Group Health Plan ("**Covered Entity**"), and Teladoc Health, Inc. and its affiliated companies (referred to herein as "**Teladoc Health**") pursuant to the Teladoc Health Services Agreement dated **October 1, 2025** ("**Agreement**"), the terms and conditions of which are incorporated by reference into this BAA. The Effective Date of this BAA shall be the same as the Effective Date defined in the Agreement.

Introduction

WHEREAS, the U.S. Department of Health and Human Services ("**HHS**") has promulgated privacy and security requirements reflecting the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"), Public Law 104-191; and the American Recovery and Reinvestment Act of 2009 (the "**ARR Act**"), including, without limitation, the requirements of the Health Information Technology for Economic and Clinical Health Act (the "**HITECH Act**"), which is part thereof, enacted and established additional provisions for written business associate agreements and required these additional provisions be incorporated into all business associate agreements;

WHEREAS, the HIPAA Rules provide that a covered entity is permitted to disclose protected health information to a business associate only if the covered entity has first obtained "satisfactory assurances," in the form of a written contract requiring that the business associate will appropriately safeguard such protected health information;

WHEREAS, Teladoc Health will be providing Services described in the Agreement ("**Services**");

WHEREAS, as part of performing the Services, Teladoc Health may be performing certain activities that are on behalf of Covered Entity and which create a business associate relationship between the Parties, thus necessitating a written contract that meets the applicable requirements of the HIPAA Rules

NOW THEREFORE, in consideration of the mutual promises contained herein, Covered Entity and Teladoc Health (each a "**Party**" and together the "**Parties**") agree as follows:

Terms

1. Definitions.

Definitions. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as set forth in the Privacy Rule, the Security Rule (as both are defined below) and/or the security and privacy provisions of the ARR Act and the HITECH Act that are applicable to Teladoc Health along with any regulations issued by HHS with respect to the ARR Act and the HITECH Act that relate to the obligations of agents and subcontractors of Teladoc Health.

(a) "**Covered Services**" shall mean, as applicable, the activities Teladoc Health performs on behalf of Covered Entity. Such activities may include identifying individuals eligible for the Services, engaging individuals to enroll in the Services, and performing a return-on-investment analysis. Once an individual is enrolled in the Services, Teladoc Health is a covered entity Provider. As such, the delivery of, and activities related to the delivery of the Services are not activities performed by Teladoc Health on behalf of Covered Entity.

(b) **Electronic Protected Health Information** or **ePHI** shall have the meaning given such term in 45 C.F.R. § 160.103, but limited to the information received from or created on behalf of Covered Entity by Teladoc Health to perform the Covered Services.

(c) **HIPAA Rules** shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164.

(d) "**Individual**" shall have the same meaning as the term "individual" in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

(e) "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

(f) **Protected Health Information** or **PHI** shall have the meaning given such term in 45 C.F.R. § 160.103, but limited to the information received from or created on behalf of Covered Entity by Teladoc Health to perform the Covered Services.

(g) "**Security Rule**" shall mean the Standards for Security of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

2. Permitted Uses and Disclosures by Teladoc Health. Teladoc Health may use and disclose PHI only as follows:

(a) Teladoc Health may use or disclose PHI in order to perform its obligations under the Agreement relating to providing the Covered Services.

(b) Teladoc Health may use or disclose PHI as Required By Law.

(c) Teladoc Health may use PHI for the proper management and administration of Teladoc Health or to carry out the legal responsibilities of Teladoc Health.
(d) Teladoc Health may disclose PHI for the proper management and administration of Teladoc Health, provided that – (1) the disclosures are Required by Law, or (2) Teladoc Health obtains reasonable assurances from the entity to which the information is disclosed that it will be held confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the entity, and the entity notifies Teladoc Health of any instances of which it is aware in which the confidentiality of the information has been breached.
(e) Teladoc Health may use PHI to provide data aggregation services to Covered Entity.
(f) Teladoc Health may use PHI to create de-identified information as defined by 45 C.F.R. §164.514(b). The Parties agree that once PHI is de-identified, it is no longer subject to this BAA.
(g) Teladoc Health may use PHI to create a limited data set as defined by 45 C.F.R. §164.514(e)(2) and use and disclose such limited data set pursuant to 45 C.F.R. §164.514(e)(1).
(h) Teladoc Health may use and disclose PHI for research purposes pursuant to a HIPAA compliant authorization form from the Individual or as permitted by and pursuant to 45 C.F.R. §164.512(i).
(i) Teladoc Health may disclose PHI at the direction of Covered Entity to any other vendors of Covered Entity that provide other services for or on behalf of Covered Entity. Covered Entity hereby agrees that it shall not request or permit Teladoc Health to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA if done by Covered Entity.
(j) Teladoc Health agrees to use reasonable efforts to limit PHI to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request pursuant to 45 C.F.R. § 164.502(b).
(k) Subject to any form signed by an Individual prohibiting such Disclosure, Teladoc Health may provide to Plan Sponsor PHI, subject to the requirements of 45 C.F.R. § 164.504(f)(2), for the purpose of carrying out legitimate plan administration functions that the Plan Sponsor performs on behalf of Covered Entity. Plan Sponsor agrees it will only request PHI for legitimate plan administration functions.

3. Obligations and Activities of Teladoc Health. Teladoc Health agrees to:

(a) not use or disclose PHI other than as permitted or required by this BAA or as Required By Law.
(b) use commercially reasonable and appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by this BAA.
(c) in accordance with 45 C.F.R. § 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, to ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of Teladoc Health agree to the same restrictions, conditions, and requirements that apply to Teladoc Health with respect to such information.
(d) report, within thirty (30) days of becoming aware, to Covered Entity any use or disclosure of the PHI not provided for by this BAA, any Breaches of Unsecured PHI as required at 45 C.F.R. 164.410, and any successful Security Incident of which it becomes aware. Successful Security Incidents shall not include pings and other broadcast attacks on Teladoc Health's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, Use or Disclosure of PHI.
(e) mitigate, to the extent practicable, any harmful effect that is, or becomes, known of a use or disclosure of PHI by Teladoc Health or any of its employees, agents, contractors or subcontractors in violation of the requirements of this BAA, the Privacy Rule, ARR Act or HITECH Act.
(f) implement and use appropriate policies and procedures for the identification and notification of Breach.
(g) make available PHI in a Designated Record Set to the individual or the individual's designee as necessary to satisfy Covered Entity's obligation under 45 C.F.R. § 164.524. Teladoc Health will, at the request of the Individual or Covered Entity, provide a copy of PHI directly to the Individual or the Individual's designee.
(h) make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by the Covered Entity pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under C.F.R. § 164.526.
(i) maintain and make available the information required to provide an accounting of disclosures to the Individual as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.528.
(j) comply with the requirements of Subpart E of 45 C.F.R. Part 164 to the extent Teladoc Health is to carry out one or more of Covered Entity's obligations under Subpart E of 45 C.F.R. Part 164.
(k) make its internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI available to the Secretary, in a time and manner reasonably designated by the Secretary, for purposes of having the Secretary determine Covered Entity's compliance with the Privacy Rule. Teladoc Health shall have an annual HIPAA compliance audit conducted by an independent third party auditor and, upon request by Covered Entity, provide the results of such annual audit to Covered Entity. In the event of a Breach occurs, Teladoc Health will conduct an additional audit which shall be shared with Covered Entity at Covered Entity's request as confirmation the issue causing the Breach was remediated.

4. Obligations of Covered Entity.

(a) To Inform of Privacy Practices and Restrictions:

(1) Covered Entity shall notify Teladoc Health in writing of any limitation(s) in the Notice of Privacy Practices of Covered Entity under 45 C.F.R. § 164.520, to the extent that such limitation may affect Teladoc Health's use or disclosure of PHI.

(2) Covered Entity shall notify Teladoc Health in writing of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect Teladoc Health's use or disclosure of PHI.

(3) Covered Entity shall notify Teladoc Health in writing of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 C.F.R. § 164.522, to the extent that such restriction may affect Teladoc Health's use or disclose of PHI.

(b) Representations by Covered Entity. Covered Entity represents that it has the right and authority to disclose PHI to Teladoc Health to enable Teladoc Health to perform its obligations and provide services to Covered Entity. Except as otherwise permitted in this BAA, Covered Entity shall not request that or permit Teladoc Health to use or disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by Covered Entity. Covered Entity will neither request nor require Teladoc Health to deliver any PHI to Covered Entity, plan sponsor, or a third party in violation of this BAA.

5. Term and Termination.

(a) Term. This BAA shall take effect on the Effective Date and shall terminate when the Agreement terminates.

(b) Termination for Cause. Both Parties agree that this BAA may be terminated by either Party upon breach of a material term of the BAA. The non-breaching Party shall:

(1) provide the breaching Party the opportunity to cure the breach or end the violation within fifteen (15) days; and

(2) if cure of such breach is not possible or if the breaching Party does not cure the breach or end the violation within fifteen (15) days, terminate the BAA.

(c) Effect of Termination. Upon termination of this BAA for any reason, Teladoc Health shall:

(1) Retain only that PHI which is necessary for Teladoc Health to continue its proper management and administration or to carry out its legal responsibilities;

(2) Destroy the remaining PHI that Teladoc Health still maintains in any form;

(3) Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this section, for as long as Teladoc Health retains the PHI;

(4) Not use or disclose the PHI retained by Teladoc Health other than for the purposes for which such PHI was retained and subject to the same conditions set out at section 2(c) and 2(d) which applied prior to termination; and

(5) Destroy the PHI retained by Teladoc Health when it is no longer needed by Teladoc Health for its proper management and administration or to carry out its legal responsibilities.

(d) Survival. The obligations of Teladoc Health under this section 5 shall survive the termination of this BAA.

6. Miscellaneous.

(a) Regulatory References. Any reference in this BAA to a section of the HIPAA Rules means the section as in effect or as amended.

(b) Amendment. The Parties agree to take such action as is necessary to amend this BAA from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

(c) Interpretation. Any ambiguity in this BAA shall be interpreted to permit compliance with the HIPAA Rules.

(d) No Third-Party Beneficiaries. Nothing expressed or implied in this BAA is intended to confer, nor shall anything in the BAA be deemed to confer, upon any person other than the Parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

(e) Governing Law. This BAA shall be governed by and construed in accordance with the laws of the State of New York.

BETTERHELP SERVICES EXHIBIT

This **BetterHelp Services Exhibit** (the "**Exhibit**") is entered into on **October 1, 2025** ("**Effective Date**"), by and between **Teladoc Health, Inc.** ("**Teladoc Health**") on behalf of its wholly owned subsidiary, **BetterHelp, Inc.** ("**BetterHelp**") and **Apex Police Department** ("**Employer**"), pursuant to the terms of the Teladoc Health Services Agreement entered into by Teladoc Health and Employer, dated **October 1, 2025** ("**Agreement**"), the terms and conditions of which are incorporated by reference into this Exhibit. Teladoc Health and Employer shall be referred to herein as the "**Parties**" and each individually as a "**Party**".

I. Introduction

A. BetterHelp provides online therapy services, as more fully described below (collectively, the "**Online Therapy Services**"), and has entered into a contract with one or more professional associations that employ and/or contract with various mental health practitioners (collectively, the "**Provider(s)**"), and for which BetterHelp provides various operational and administrative services to the Provider. The various mental health practitioners are employed by, or under a contractual arrangement with, the Provider form a network that is designed to facilitate online therapy visits provided by mental health practitioners who provide patient care via electronic exchange ("**Online Therapy Visit(s)**") to individuals desiring to purchase the Online Therapy Services. The arrangement between BetterHelp and the Provider permits BetterHelp to offer a program to its customers that consists of: (a) a network of various mental health practitioners who provide online therapy via electronic exchange; and (b) support for the operation and administration of that network, as further described herein.

B. Employer desires to purchase Online Therapy Services for use by certain of its employees ("**Employees**") and their eligible dependents as an additional benefit in connection with Employer's employee benefits program . "Employees and eligible dependents are collectively and each referred to as "**Member(s)**." A Member may enroll in the Online Therapy Services as described below, and upon enrollment the Member shall thereafter be defined as a "**Participant**."

II. Term and Termination

A. BetterHelp will provide the Online Therapy Services commencing on **October 1, 2025** ("**Start Date"**). This Exhibit commences on the Effective Date and will continue in force for an initial term that will end on **June 30, 2026**, the **first** anniversary of the Start Date ("**Initial Term**"), unless terminated earlier pursuant to ***Section II(B)*** below. Unless otherwise agreed by the Parties, at the expiration of the Initial Term, the Exhibit will be extended automatically on a year-to-year basis on **July 1st** ("**First Renewal Term**"), unless either Party has given written notice to the other at least 60 days prior to the scheduled expiration of this Exhibit of its election not to extend the Term. For the avoidance of doubt, after the Initial Term, the renewal terms will begin on July 1st and end on June 30th the following year. Any extensions of this Exhibit past the First Renewal Term are referred to as "**Renewal Term"**. The Initial Term, the First Renewal Term and any Renewal Terms of this Exhibit are collectively referred to as the "**Exhibit Term.**"

III. Services

A. During the Exhibit Term, BetterHelp will provide the Online Therapy Services described in this Exhibit, which consist of Online Therapy Services to Participants and Online Therapy Services to Employer. As used in this Exhibit, the following terms shall have the following meanings:

"**BetterHelp Platform**" means online platform through which counseling may be provided, available through BetterHelp's website(s) and mobile app(s). Access to the BetterHelp Platform allows Members to contact with therapists for professional counseling via asynchronous messaging, real-time chat, phone sessions, and video sessions. BetterHelp Platform Services shall be provided and conducted in English, with services provided in other languages on an as-available basis.

"**PEPM**" means "Per Employee Per Month," which the Parties recognize as a common term in the health care industry. For purposes of this Exhibit, PEPM is defined as the applicable rate paid by Employer to Teladoc Health for each Employee who is eligible to utilize the Online Therapy Services each month.

"**Sessions**" will be defined as a Participant engaged in at least one of the following:

1. asynchronous messaging exchange over a week time (anything under 500 words would not be considered as a billable session) with a Therapist hosted on the BetterHelp Platform;
2. at least one live telephone session with a Therapist hosted on the BetterHelp Platform;
3. at least one live video session with a Therapist hosted on the BetterHelp Platform;
4. at least one live chat session with a Therapist hosted on the Platform.
5. include any of the messaging, real-time chat, phone sessions, and video sessions provided in accessing Services.
6. If within a week, a Participant had a live Session (as defined in Sections 2, 3, 4, and asynchronous text messaging exchange – it would still be considered as one (1) session for invoicing purposes.

"**Therapist**" means an accredited, trained, and experienced licensed psychologist, licensed marriage and family therapist, licensed clinical social worker, licensed professional counselor, or similar applicable recognized professional certification based on their state and/or jurisdiction.

B. **Online Therapy Services for Participants.** BetterHelp will provide the following Online Therapy Services to Participants:

1. BetterHelp Business *Coverage Includes:*

- Access to the BetterHelp Platform (Journaling, Groups, Classes, etc.)
- Individual Therapy
- Couples Therapy
- Teen Therapy (13+ years of age)

2. BetterHelp Business Plus

- **Meditation, Relaxation, Sleep & Wellness App**. This benefit is in partnership with BetterSleep.

** For the avoidance of doubt, Parties acknowledge that the provided add-ons are not a part of BetterHelp and not included in Services.*

C. **Online Therapy Services for Employer.** BetterHelp will provide the following services to Employer.

1. Account Support. BetterHelp will be available to Employer to assist with the following:

- Designated Account Manager
- 1 BeWell Session*
- Onsite Crisis Management + Fitness for Duty Evaluation as described in Exhibit 1*
- Implementing Online Therapy Services
- Administrative Support (member communications for Open Enrollment + year round)
- Launching the Participant Engagement Package(s) described below, and monitoring its performance
- Providing assistance to Employer in answering questions and resolving issues
- Reviewing and explaining reporting

*These services are optional and not included in the Fees listed below in Section IV A. If an Employer opts to use these services, additional costs may be incurred.

2. Reporting. BetterHelp will provide Employer with the following reporting:

- 24/7 Utilization, ROI and Billing Reporting

3. Communications & Participant Engagement. Fees include the following Participant Engagement Package(s):

i. Member Engagement Package:

a. BetterHelp will provide templates including description of the Online Therapy Services and monthly administrator toolkits for use by Employer to communicate the Online Therapy Services to Employees. Any changes or modifications to such template description, and any and all materials used by Employer or its agents to describe the Online Therapy Services (other than the template descriptions provided by BetterHelp), must be approved in advance in writing by BetterHelp prior to distribution. Such communications include, but are not limited to, those that are in written form, on websites, on the radio, on television, sent by email, sent by fax, etc. In addition, Employer hereby authorizes BetterHelp to communicate directly with the Members via email for the purpose of: (i) promoting the Online Therapy Services and ancillary services or products related to the provision of virtual care; and (ii) treatment, payment, and health care operations of BetterHelp.

D. **Employer Responsibilities**:

1. Provide the BetterHelp approved description of the Online Therapy Services to Employees.

2. Cooperate with BetterHelp in implementing the Online Therapy Services.

3. Provide consistent contextual placement of content and messaging related to the Online Therapy Services across all appropriate Employee touch-points (e.g. Employee Benefits Portal, Direct Outreach, Open Enrollment, Newsletters, etc,).

4. Provide BetterHelp with timely and accurate contact information for Employees, which may include: Name (first, last, middle initial), mailing address, and/or email address. Employer acknowledges that it is the responsibility of the Employer to obtain all legally required consents/provide all legally required disclosures to Members to obtain the email addresses of the Members and provide these to BetterHelp or to upload these to the self-service BetterHelp landing page, for the purpose of BetterHelp administering the eligibility of its Members to use the Online Therapy Services contemplated herein. It is also the responsibility of the Employer to notify and disclose to Members/Participants that some non-PII aggregated information about usage will be shared with the Employer in relation to the Online Therapy Services provided herein.

5. Employer acknowledges and agrees that each Participant's access to the BetterHelp Platform shall be subject to his or her completing enrollment through the online BetterHelp Platform located at https://betterhelp.com and agreeing to the terms and conditions and privacy policy, set forth therein (the "**Terms and Conditions**") as may be amended from time to time in BetterHelp's sole discretion. BetterHelp's provision of the BetterHelp Platform services and all rights, obligations, and liabilities therefore, including Participant's continued access to the Services, shall be subject, at all times, to the Terms and Conditions which includes the BetterHelp Privacy Policy.

IV. Fees

A. Fees.

1. **BetterHelp Business**

(a) **Pay Per Session**: Rate paid by Employer to BetterHelp for each billable Session of Online Therapy Services.

- $1.00/PEPM Platform Access
- $85.00 per billable Session
  - $85 PSF per billable Session, with the number of sessions capped to **12** per Participant.
  - To the extent Employer seeks to change and/or to the capped amount of Sessions, Employer can change and/or add in their individual dashboard at their discretion, which is incorporated into this Exhibit.

2. The above fees apply up to and are based on **150** invited members per month with a minimum invited member headcount in the first month of **150** members

B. Payment of Fees.

1. Teladoc Health will submit a monthly invoice to Employer for the Online Therapy Services ("**Invoice**"), and Employer agrees to pay such Invoice by the last day of that month.
2. Unless Employer directs otherwise in writing, Teladoc Health will deliver all Invoices for the Online Therapy Services via email to the following email address: **Apex.Invoices@apexnc.org**.
3. If any Fees due to Teladoc Health become more than sixty (60) days delinquent, Teladoc Health may suspend provision of the Online Therapy Services until such amounts have been paid.

Exhibit 1 - R3 Services

To the extent Organization utilizes Disruptive Event Services and/or FFD/FFD-VS by R3, Organization agrees that the following Statement of Work and Rates apply.

Statement of Work:

Disruptive Event Management (DEM) includes a range of supportive interventions designed to enhance a person's natural resilience, facilitating individual and workgroup return-to-work/return-to-functioning. Caring for the emotional needs of employees following a disruptive event lessens the potential negative effects to efficiency and productivity and is a powerful demonstration of corporate care and responsibility.

When the consultant arrives at your facility or connects with your facility telephonically, the services provided could include:

- **Management Consultation –** The consultant will meet with the main point of contact at the location to establish a schedule for the day and engage in discussion to determine specific worksite needs.
- **Educational Group Briefings –** Often delivered to larger groups and/or to those less directly impacted by the event, the consultant collaborates with the organization's leadership to acknowledge the incident, and share practical stress management information with employees, which promotes regaining hope and confidence in the future.
- **Interactive Group Briefings –** Consultant meets with small group(s) of the more intensively impacted, facilitates sharing reactions to the event, and provides resiliency/recovery strategies. Interactive group briefings assist the employees to understand that their reactions to the event are not unexpected, and that there are things they can do to reduce the intensity and speed up their recovery.
- **One-on-One Support –** The consultant is available to meet with employees privately to provide support in a safe, structured, caring environment. This helps the employee develop strategies for return to work and stay and work.

Rates:

Standard Response: (Any next day response that is not considered immediate, or same day)
$195.00 per hour
Travel – Flat rate of $165.00

Same Day Response: (Any same day response, that is outside of 3.0 hours, and is not considered immediate)
$220.00 per hour
Travel – Flat rate of $175.00

Immediate Response: (Any response within 3.0 hours)
$255.00 per hour
Travel – Flat rate of $195.00

BILLING EXCEPTIONS

Remote Location

When a customer requests on-site response to a remote location, i.e., farther than 50 miles from a town with a population of at least 40,000 people, the applicable hourly rate is charged door-to-door and shall include the Consultant's travel time. The standard flat travel fee will be applied in instances where the hourly rate, door-to-door, does not exceed the flat travel fee.

Special Request for Consultant

When a customer requests a specific consultant, or requests a consultant with a specific training, skillset, or other uniquely qualifying characteristic. For example, but not limited to language, ethnicity, religious affiliation, and gender the below terms apply:

- **On-Site Service Requests:**
  - An additional $20 per hour will apply to the applicable hourly rate

    - Travel will be charged at the applicable hourly rate door-to-door and shall include the Consultant's travel time. The flat travel fee will be applied in instances where the hourly rate, door-to-door, does not exceed the flat travel fee.
- **Virtual Service Requests:**
    - An additional $20 per hour will apply to the applicable hourly rate.
    - If the specified request cannot be fulfilled with the availability of R3's virtual network, an alternative solution will be discussed with the customer
        - Requests for a specific consultant to be added to R3's Virtual Network to meet specific service requirements must be made 72-hours in advance, and will result in a flat fee of $300.00 per added consultant

Interpreters
When a customer requests a consultant to be bi-lingual, and a local bi-lingual consultant is not available, an interpreter may be utilized, pending pre-approval of the customer. Interpreter fees will be billed at cost, as a separate shift, and are subject to the contracted interpreter's billing terms.

Unspecified End Time
When Customer requests services without a specified end time, shift minimum terms apply

Immediate/Same Day Response
- Customers requesting a shift(s) to begin or the consultant's name within three (3) hours will be billed at the Immediate Response rate.
- Customers requesting a shift(s) or a consultant named Same Day for a Standard Response will be billed at the Same Day rate.
- Shifts referred after 11 PM in the service area time zone scheduled at or before 9 AM the next day in the service area time zone will be billed at the Immediate Response rate

Shift Minimums
When Disruptive Event Management services are requested, a minimum cost per shift applies
- **On-Site Service Requests:** 2.0 hours at the applicable hourly rate; plus travel.
- **Virtual Service Requests:** 1.5 hours at the applicable hourly rate; no travel cost.

Cancellation Policy
If a customer cancels or reschedules Disruptive Event Management services within forty-eight (48) hours of the originally scheduled appointment, customer will pay a flat fee, per shift, based on the number of hours scheduled.
- Shifts canceled or rescheduled on the date of service will be billed in full.
- **Shifts Scheduled 4 Hours or Less:** In the event of canceled or rescheduled services within 48- hours of the originally scheduled time, Customer will pay a flat fee of $350 per shift canceled. The deadline for canceling or rescheduling services for a Monday shift is 12:00 noon on the preceding Friday, in the service area time zone.
- **Shifts Scheduled Over 4 Hours:** In the event of canceled or rescheduled services within 48- hours of the originally scheduled time, Customer will pay a flat fee of $500 per shift canceled. The deadline for canceling or rescheduling services for a Monday shift is 12:00 noon on the preceding Friday, in the service area time zone.

Early Payment Discounts
We do not offer early payment discounts.

Abbreviated Sessions
When Customer requests Services, Customer will pay Service Consultant for the full requested time, even if the client terminates the session earlier than scheduled. Services that exceed original time will be billed accordingly.

Large-scale Responses

- When there is an overall high demand for on-site service requests in an area due to a specific event, additional costs will apply to all service requests in the impacted area. Rates will be automatically applied based on the date of service, not the request date.
    - Single Event Response - Typically will not last more than two weeks
        - Hourly rate: applicable hourly rate plus $40 per on-site hour
        - Travel rate – Applicable hourly rate is charged door-to-door from the Consultant's lodging location to the intervention site. The flat travel fee will be applied in instances where the hourly rate, door-to-door, does not exceed the flat travel fee.
    - Ongoing Event Response – These events are scheduled when there is knowledge that that it will be a long-term request (more two weeks) or may be a continuation of a large-scale single event once it exceeds two weeks
        - Subject to negotiated terms via a contract Addendum

Fitness for Duty Evaluations *(FFD)*
&
Fitness for Duty with Violence Screen *(FFD-VS)*

Assignment Description
R3 Continuum's *(R3's)* fitness for duty *(FFD)* evaluation is a specialized medical-legal evaluation of an employee. The purpose of an FFD is to determine whether the employee can perform essential job functions. A fitness for duty evaluation with violence screen *(FFD-VS)* is a specialized type of FFD which assesses an employee's capacity to perform essential job functions and screens for violence risk issues. We conduct our FFDs with the belief that people have a right to lead productive, meaningful lives. With that, we are committed to providing an objective, timely and thorough assessment that aids in your ability to make appropriate employment decisions.

Roles and Responsibilities
Referral Source (RS) is R3's primary contact who refers the case to R3 and provides the purpose of the referral and specific case instructions to be followed by the R3 evaluator. The RS's responsibilities include providing appropriate records of what led to the referral (e.g., written warnings, email communications, performance documentation, etc.), referral form, current job description, and description of what the employer needs to have addressed. RS manages communication with the employee regarding attending the evaluation including the date, time and location of the evaluation once scheduled.

R3 Evaluation Coordinator (EC) will be the point of contact for the RS and R3 evaluator throughout the FFD evaluation. The EC's responsibilities include: scheduling the evaluation with an appropriate evaluator, receiving a copy of the authorization(s) signed by the employee to release and share information, receiving copies of the signed consent forms and providing all documentation to the evaluator prior to the date the FFD is scheduled.

R3 Evaluator assesses the employee's capacity to safely perform his or her essential job functions and to address the presence of challenges that may interfere with performance. The evaluator also identifies any potential risks including self-harm, harm to others or harm to the business. Recommendations for reasonable accommodations are also typically addressed if appropriate.

R3 FFD evaluators are selected based on the nature of the presenting concern, proximity to the employee, their specialty/scope of practice, and/or request for telehealth appointment. The evaluator is required to maintain a position of neutrality and does not represent either the employer's or employee's interests. This is critical to the success of the FFD for all parties. Additionally, the employee cannot be seen by the evaluator for treatment.

R3 Clinical Director oversees the overall quality of the FFD program, working with the quality assurance (QA) department to ensure the evaluator completes a thorough report that addresses all the questions being asked by the RS.

Please note: R3 does not have any role or responsibility in the implementation of the findings by the evaluator. The client makes the sole determination as to how the report's conclusions may or may not impact the employee's status or benefits.

Fit For Duty (FFD) Evaluations Process
Initiation of the FFD evaluation process will occur when the RS has submitted a new case referral to the R3 EC.

• Upon receipt of a completed referral, R3 EC enters the case information into the R3 database
A completed referral must include:
A referral form completed in its entirety
A current job description or occupational demands description
All other documentation that is to be reviewed as part of the evaluation
o A member of the clinical team reviews referral for violence risk indicators if applicable
o All components of the completed referral are required before the evaluation appointment is scheduled

Please note: If a cancellation or no show of the appointment happens, the cancellation fees outlined in the client appointment confirmation letter will be followed. R3 will only cancel an evaluation upon the request of the RS. *If a cancellation is requested from any other parties, the R3 EC will contact the* RS *to discuss next steps.*

• The case documentation is organized and staged for the evaluator according to R3's staging protocols

• The R3 EC schedules the evaluation within two (2) business days following the receipt of the completed referral. (*Please note: should an evaluator not be available within the area requested, R3 will initiate real time recruiting efforts as described below*); the appointment is scheduled to occur no later than five business days following the receipt of the completed referral. (*Please note: timeframes indicated are subject to change based on evaluator availability and referral documentation receipt).*

• An appointment confirmation letter is sent to the RS:

What follows is a list of what is included in the RS appointment confirmation letter:

o Evaluation appointment date and time
o Address of evaluation location, or login information for telehealth appointments
o Expected length of appointment
o Phone number(s) for assistance
o R3 re-schedule and/or cancellation policy

• Employee is required to sign an informed consent which outlines the employee's rights, and a notice of privacy practices which outlines how R3 uses and discloses protected health information, before the R3 evaluator can proceed with the evaluation

o R3 evaluator is required to ensure all consent and release forms have been obtained and are completed prior to beginning the evaluation and/or any collateral interviews

o The consent and release forms clarify for the employee that the evaluation is being conducted on behalf of a third party (i.e., RS), and that the third party has sole ownership of the report and can release the report at their discretion. Note: it is R3's policy that the RS responds to any requests for release of an FFD report to the employee by the employee. R3 will not release an FFD report to an employee with the following exceptions:

When both the RS and the employee are requesting the release of the FFD report; and

- we have appropriate authorizations to do so; and
- release of the report is not clinically contra-indicated

When we receive a court order to do so; or
When required to do so by law

o If the R3 evaluator advises that there would be adverse impact to the employee (or others in the case that a risk of violence may be elevated), the R3 Clinical Director will explain this to the RS and the employee and R3 will not release the FFD reports to the employee. Further correspondence or requests at this point will be handled by R3's legal counsel

• The R3 evaluator conducts the evaluation, which lasts an average of 4-8 hours (based on specialty type requested) and includes a clinical interview and administration of empirically validated assessment instruments as applicable

• The R3 evaluator submits the report to R3 and the R3 QA Editor completes a quality review of the final written report

• Final written report(s) (in PDF format) are provided to the RS and/or employer five (5) business days following the evaluation

o Final written evaluation report is provided to the RS, if requested, and includes all the information obtained and assessed as part of the evaluation except for any raw testing data

o Final written employer report is provided to the employer, if requested, and includes only:

Brief description of the incident that led to the referral
Conclusion on fitness for duty
Statement of confidentiality
Analysis (rationale for opinion)

Responses to RS questions including recommendations relevant to the case and referral questions

Please note: The report provided to the employer is a condensed version of the evaluation report; however, it does not contain sensitive protected health information (PHI) or similar sensitive information that HR or a supervisor is not entitled to have concerning any employee. Having this sensitive information can expose the employer to potential litigation. In order to safeguard the employee's PHI, the employer report will only include details relevant to answer the question of fitness for duty, and to provide any recommendations pertinent to the case. If the receiving party is an occupational medicine group or disability group within the workplace, a full report may be released with proper signed authorization as they are viewed as separate from HR and management and are capable to manage this PHI appropriately.

Real Time Recruiting (RTR) Process
In the event that RTR is warranted and RS has accepted, we will utilize our same recruitment standards and process:

• Clinical Recruiting will locate and conduct a pre-screening of potential recruits which includes:
o Verify state license is active and in good standing
o Confirm board certification is active and without adverse action (*if applicable*)
o Confirm with internet search that clinician's name does not yield potential concerns

• Update is provided to RS at the end of the third business day at which time:
o Future touch points are determined
o Next steps are established

• With acceptance from RS identified clinician is credentialed and contracted

Turnaround Times (TATs)
The final written report(s) will be completed five (5) business days from the date of the evaluation. If additional time is needed for the completion of the report (due to the complexity of the case), the R3 EC will request an extension of the due date with the RS.

Process By Which Modifications Can Be Made to The Contract/Scope of Work
At any time, any of the parties in this contract can discuss suggested changes/improvements or modifications to the process. Any changes/improvements or modifications agreed to will be submitted in the form of an addendum to the original contract.

Special Limitation of Liability for the Content of Mental Health Assessments.
The parties acknowledge that the results of any mental or behavioral health assessment, including psychological and/or social assessments ("mental health assessment") involve an inherent degree of uncertainty and that R3 does not guarantee the accuracy of any such assessment. Mental health assessments include services called Fitness for Duty (FFD) Fitness for Duty with a Violence Screen (FFD-VS). Notwithstanding any term to the contrary between the parties, if service provider, or any person or entity performing under R3 (together, the "assessing party"), is providing a mental health assessment, the parties acknowledge that under no circumstances shall the assessing party be subject to any liability or any obligation to indemnify or defend in connection with or related to any injury, damages, loss, claim or other liability related to the content or feedback (or lack thereof) of such mental health assessment, including with regard to any act subsequently committed by the subject of such mental health assessment where such act was not identified as a risk or possibility by the individual conducting the mental health assessment. The limitation of liability in the immediately preceding sentence shall not apply to any injury, damage, loss, claim or other liability caused by the gross negligence and/or intentional misconduct of the assessing party.

Fees
Fees are based on specialty of the specialist assigned to conduct the evaluation.

$325.00 per hour - Psychologist (PhD or PsyD)

$425.00 per hour - Neuropsychologist (PhD or PsyD)
$525.00 per hour - Psychiatrist (DO or MD)
$ 85.00 per hour - Administrative fee (non-clinical case shaping; client correspondence to include follow up for missing information; sending authorization forms; correspondence between R3c specialist and referral source; scheduling fees, creating confirmation letters and authorization forms, status updates, etc.)

All rates are minimum rates based on national averages. In the event rates vary based on regional location and/or resource availability, an estimate for services will be provided to you for pre-approval prior to scheduling evaluation. These rates do not include any travel costs. Should travel be required, an estimate will be provided before proceeding.

These rates are for evaluation services. Cancellation Fees will be provided at the time of scheduling. Litigation Fees will be quoted at time of request.

Teladoc Health Services 2026-0499: Telehealth & Coaching Services

Document ID
68adea86c47d4c857b26bdbd

Filename
Apex Police Department and TDH Inc SA_BetterHelp (part Exec) 9_23-25.pdf





	What	When	Where
	Signed by Randy Vosburg randy.vosburg@apexnc.org	26 Sep 2025 17:14 UTC	IP 136.56.45.103 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/140.0.0.0 Safari/537.36
	Viewed by Randy Vosburg randy.vosburg@apexnc.org	26 Sep 2025 17:14 UTC	IP 136.56.45.103 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/140.0.0.0 Safari/537.36
	Sent for signing by Nicole Lajoie nicole.lajoie@apexnc.org	25 Sep 2025 19:25 UTC	IP 96.10.1.162 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/140.0.0.0 Safari/537.36 Edg/140.0.0.0
	Signed by Jonathan Griffin jon.griffin@apexnc.org	25 Sep 2025 19:25 UTC	IP 96.10.1.162 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/140.0.0.0 Safari/537.36 Edg/140.0.0.0

	What	When	Where
	Sent for signing by Nicole Garcia nicole.garcia@apexnc.org	25 Sep 2025 15:49 UTC	IP 96.10.1.162 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/140.0.0.0 Safari/537.36
	Commented by Nicole Garcia nicole.garcia@apexnc.org	25 Sep 2025 15:45 UTC	IP 96.10.1.162 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/140.0.0.0 Safari/537.36
	Commented by Nicole Lajoie nicole.lajoie@apexnc.org	24 Sep 2025 14:59 UTC	IP 24.211.237.180 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/140.0.0.0 Safari/537.36
	Commented by Nicole Garcia nicole.garcia@apexnc.org	24 Sep 2025 14:49 UTC	IP 96.10.1.162 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/140.0.0.0 Safari/537.36
	Commented by Nicole Lajoie nicole.lajoie@apexnc.org	24 Sep 2025 13:18 UTC	IP 24.211.237.180 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/140.0.0.0 Safari/537.36
	Commented by Nicole Garcia nicole.garcia@apexnc.org	19 Sep 2025 14:09 UTC	IP 96.10.1.162 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/140.0.0.0 Safari/537.36
	Commented by Nicole Garcia nicole.garcia@apexnc.org	19 Sep 2025 14:04 UTC	IP 96.10.1.162 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/140.0.0.0 Safari/537.36
	Commented by erika sacco erika.sacco@apexnc.org	18 Sep 2025 18:33 UTC	IP 70.244.44.74 Mozilla/5.0 (iPhone; CPU iPhone OS 18_6_2 like Mac OS X) AppleWebKit/605.1.15 (KHTML, like Gecko) EdgiOS/140.0.3485.52 Version/18.0 Mobile/15E148 Safari/604.1

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	Commented by Chris Welch christopher.welch@apexnc.org	18 Sep 2025 15:12 UTC	IP 99.10.95.110 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/140.0.0.0 Safari/537.36
	Commented by Nicole Lajoie nicole.lajoie@apexnc.org	18 Sep 2025 14:57 UTC	IP 74.218.164.146 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/140.0.0.0 Safari/537.36
	Commented by Nicole Lajoie nicole.lajoie@apexnc.org	18 Sep 2025 14:54 UTC	IP 74.218.164.146 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/140.0.0.0 Safari/537.36
	Commented by Ryan Johansen ryan.johansen@apexnc.org	9 Sep 2025 21:35 UTC	IP 74.218.164.146 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/140.0.0.0 Safari/537.36
	Commented by Nicole Garcia nicole.garcia@apexnc.org	9 Sep 2025 19:43 UTC	IP 96.10.1.162 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/140.0.0.0 Safari/537.36
	Commented by Nicole Garcia nicole.garcia@apexnc.org	9 Sep 2025 18:51 UTC	IP 96.10.1.162 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/140.0.0.0 Safari/537.36
	Commented by Nicole Garcia nicole.garcia@apexnc.org	5 Sep 2025 15:37 UTC	IP 96.10.1.162 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/140.0.0.0 Safari/537.36
	Commented by Nicole Lajoie nicole.lajoie@apexnc.org	5 Sep 2025 15:26 UTC	IP 74.218.164.146 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/140.0.0.0 Safari/537.36

	What	When	Where
	Commented by erika sacco erika.sacco@apexnc.org	5 Sep 2025 13:15 UTC	IP 70.244.44.74 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/139.0.0.0 Safari/537.36 Edg/139.0.0.0
	Commented by Nicole Lajoie nicole.lajoie@apexnc.org	3 Sep 2025 20:49 UTC	IP 24.211.237.180 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/139.0.0.0 Safari/537.36
	Commented by Nicole Lajoie nicole.lajoie@apexnc.org	2 Sep 2025 20:21 UTC	IP 24.211.237.180 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/139.0.0.0 Safari/537.36
	Commented by Nicole Garcia nicole.garcia@apexnc.org	2 Sep 2025 20:11 UTC	IP 96.10.1.162 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/139.0.0.0 Safari/537.36
	Commented by Nicole Lajoie nicole.lajoie@apexnc.org	2 Sep 2025 12:16 UTC	IP 74.218.164.146 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/139.0.0.0 Safari/537.36
	Commented by Cathi.dickerson@apexnc.org cathi.dickerson@apexnc.org	28 Aug 2025 21:14 UTC	IP 74.218.164.146 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/139.0.0.0 Safari/537.36
	Commented by Nicole Lajoie nicole.lajoie@apexnc.org	27 Aug 2025 12:33 UTC	IP 74.218.164.146 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/139.0.0.0 Safari/537.36
	Commented by Nicole Lajoie nicole.lajoie@apexnc.org	27 Aug 2025 12:31 UTC	IP 74.218.164.146 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/139.0.0.0 Safari/537.36

	What	When	Where
	Commented by Nicole Garcia nicole.garcia@apexnc.org	26 Aug 2025 20:45 UTC	IP 172.125.172.231 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/139.0.0.0 Safari/537.36
	Commented by Nicole Garcia nicole.garcia@apexnc.org	26 Aug 2025 20:40 UTC	IP 172.125.172.231 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/139.0.0.0 Safari/537.36
	Commented by Nicole Garcia nicole.garcia@apexnc.org	26 Aug 2025 20:39 UTC	IP 172.125.172.231 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/139.0.0.0 Safari/537.36
	Commented by Nicole Garcia nicole.garcia@apexnc.org	26 Aug 2025 20:38 UTC	IP 172.125.172.231 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/139.0.0.0 Safari/537.36
+	Created by Nicole Lajoie nicole.lajoie@apexnc.org	26 Aug 2025 17:10 UTC	IP 74.218.164.146 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/139.0.0.0 Safari/537.36

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: August 11, 2026

Item Details

Presenter(s): Trevor Materasso, Deputy Chief

Department(s): Police

Requested Motion

Motion to Ratify an Oral Agreement between CentralSquare Technologies, LLC and Town of Apex, effective through June 11, 2027, for the CAD-to-CAD Unify (Cloud) software subscription for the Apex Police Department, and authorize the Town Manager, or their designee, to execute on behalf of the Town.

Approval Recommended?

Yes

Item Details

he Apex Police Department is requesting approval of a renewal agreement with CentralSquare Technologies, LLC for the CAD-to-CAD Unify (Cloud) software platform. The software facilitates computer-aided dispatch (CAD) interoperability and information sharing between emergency communications and public safety agencies, supporting coordinated emergency response efforts and regional communication capabilities.

The agreement provides a one-year subscription term beginning June 12, 2026, and ending June 11, 2027. The annual subscription fee is $16,717.84 and includes ongoing access to the cloud-based CAD-to-CAD Unify solution as well as maintenance and support services provided under the agreement.

Approval of this agreement will allow the Police Department to continue utilizing the CAD-to-CAD Unify platform to support emergency communications and interagency coordination. Funding for the annual subscription is included in the Police Department's approved operating budget.

Attachments

- CN12-A1: Agreement Ratification - CentralSquare Technologies, LLC - CAD-toCAD Unify Software - through June 30, 2027

Docusign Envelope ID: F249B2CA-926F-8087-83B9-7B581C6BBA72

CentralSquare Solutions Agreement

This CentralSquare Solutions Agreement (the "**Agreement**"), effective as of the latest date shown on the signature block below (the "**Effective Date**"), is entered into between **CentralSquare Technologies, LLC** with its principal place of business in Lake Mary, FL ("**CentralSquare**") and **Town of Apex, NC** ("**Customer**"), together with CentralSquare, the "**Parties**", and each, a "**Party**".

WHEREAS, CentralSquare licenses and gives access to certain software applications ("**Solutions**") to its customers and also provides maintenance, support, migration, installation and other professional services; and

WHEREAS, Customer desires to license and/or gain access to certain Solutions and receive professional services described herein, and CentralSquare desires to grant and provide Customer license and access to such offerings as well as to provide support and maintenance, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by the signatures of their duly authorized representative below, the Parties intending to be legally bound, agree to all of the following provisions and exhibits of this Agreement:

CentralSquare Technologies, LLC	Town of Apex
1000 Business Center Drive Lake Mary, FL 32746	PO Box 250, Apex, NC , 27502
By: Signed by: Steve Castle E818D2A918A04D2...	By: x
Print Name: Stephen Castle	Print Name: Randal E. Vosburg
Print Title: Director, Renewals	Print Title: Town Manager
Date Signed: 7/17/2026	Date Signed:
	This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act. x [empty member name] Finance Director

Solution: CAD to CAD Unify (Cloud)

Term.

Initial Term. The Initial Term of this Agreement commences as of the Effective Date and will continue in effect for one (1) year from such date unless terminated earlier pursuant to any of the Agreement's express provisions (the "**Initial Term**").

Renewal Term. This Agreement may be renewed in a writing signed by the Parties.

Fees.

In consideration of the rights and services granted by CentralSquare to Customer under this Agreement, Customer shall make payments to CentralSquare pursuant to the amounts and payment terms outlined in Exhibit 1 (the Solution(s) and Services Fee Schedule).

All invoices shall be billed and paid in U.S. dollars (USD) and in accordance with the terms set forth in Exhibit 1. If Customer delays an invoice payment for any reason, Customer shall promptly notify CentralSquare in writing the reasons for such delay. Unless otherwise agreed by both Parties, CentralSquare may apply any payment received to any delinquent amount outstanding.

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Standard Terms and Conditions

1. Definitions. Capitalized terms not otherwise defined in this Agreement have the meanings set forth below:

1.1. "**Affiliate**" means any other Entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Entity.

1.2. "**Authorized User**" means Customer's employees, consultants, contractors, and agents who are authorized by Customer to access and use the Solutions pursuant to this Agreement, and for whom access to the Solutions has been purchased.

1.3. "**Baseline Solution**" means the version of a Solution updated from time to time pursuant to CentralSquare's warranty services and maintenance, but without any other modification.

1.4. "**CentralSquare Systems**" means the information technology infrastructure used by or on behalf of CentralSquare to deliver the Solutions, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by CentralSquare or through the use of third-party services.

1.5. "**Customer Data**" means information, data, and content, in any form or medium, collected, downloaded, or otherwise received, directly or indirectly from Customer, an Authorized User or end-users by or through the Solutions, provided the data is not personally identifiable and not identifiable to Customer.

1.6. "**Customer Systems**" means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated by Customer or through the third-party services.

1.7. "**Defect**" means a material deviation between the Baseline Solution and its Documentation, for which Customer has given CentralSquare sufficient information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control. Further, with regard to any custom modification, Defect means a material deviation between the custom modification and the CentralSquare generated specification and Documentation for such custom modification, and for which Defect Customer has given CentralSquare sufficient information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control.

1.8. "Delivery" means:

1.8.1. For on-premise Solutions, Delivery shall be when CentralSquare delivers to Customer the initial copies of the Solutions outlined in Exhibit 1 by whichever the following applies and occurs first (a) electronic delivery, by posting it on CentralSquare's network for downloading, or similar suitable electronic file transfer method, or (b) physical shipment, such as on a disc or other suitable media transfer method, or (c) installation, or (d) delivery of managed services server. Physical shipment is on FOB - CentralSquare's shipping point, and electronic delivery is at the time CentralSquare provides Customer with access to download the Solutions.

1.8.2. For cloud-based Solutions Delivery shall be whichever the following applies and occurs first when Authorized Users have (a) received log-in access to the Solution or any module of the Solution or (b) received access to the Solution via a URL.

1.9. "**Documentation**" means any manuals, instructions, or other documents or materials that CentralSquare provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Solution(s), including any aspect of its installation, configuration, integration, operation, use, support, or maintenance.

1.10. "End User Training" means the process of educating general users of the Software on the operation of the Software.

1.11. "**Entity**" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other organization.

1.12. "Hardware" means any equipment, computer systems, servers, storage devices, peripherals, and any other tangible assets purchased under this Agreement.

1.13. "**Intellectual Property Rights**" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

1.14. "**Managed Services Hardware**" means any equipment, computer systems, servers, peripherals, and any other tangible asset purchased as a subscription under this Agreement.

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1.15. "**Maintenance**" means optimization, error correction, modifications, and Updates (defined herein) to CentralSquare Solutions to correct any known Defects and improve performance. Maintenance will be provided for each Solution, the hours and details of which are described in Exhibit 2 (Maintenance and Support) or Exhibit 8 (Managed Services Provisions).

1.16. "**New or Major Releases**" means new versions of a Baseline Solution (e.g., version 4.0, 5.0 etc.) not provided as part of Maintenance.

1.17. "**Personal Information**" means any information that does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located. Personal Information includes all "nonpublic personal information" as defined under the Gramm-Leach-Bliley Act, "protected health information" as defined under the Health and Insurance Portability and Accountability Act of 1996, "Personal Data" as defined in the EU General Data Protection Regulation (GDPR 2018), "Personal Information" as defined under the Children's Online Privacy Protection Act of 1998, and all rules and regulations issued under any of the foregoing.

1.18. "**Professional Services**" means configuration, installation, implementation, development work, training or consulting services including custom modification programming, support relating to custom modifications, on-site support services, assistance with data transfers, system restarts and reinstallations provided by CentralSquare.

1.19. "Project Kickoff" is a meeting to occur shortly after contract execution between CentralSquare and Customer in which goals and objectives are set forth, all parties relevant team members are identified, and scope, timelines, and milestones are reviewed.

1.20. "Reliability Period" is the time period in which the Software is tested and confirmed reliable by successfully completed fifteen (15) continuous days in a live environment with no repeatable Priority 1 or Priority 2 issues as defined in Exhibit 2, unless otherwise agreed in a statement of work.

1.21. "**Software**" means the software program(s) (in object code format only) identified on Exhibit 1 (Solution(s) and Services Fee Schedule). The term "Software" excludes any Third-Party Software.

1.22. "Software Version" means the base or core version of the Solution Software that contains significant new features and significant fixes and is available to the Customer. The nomenclature used for updates and upgrades consists of major, minor, build, and fix and these correspond to the following digit locations of a release, a,b,c,d. An example of which would be 7.4.1.3, where the 7 refers to the major release, the 4 refers to the minor release, the 1 refers to the build, and the 3 refers to a fix.

1.23. "**Solutions**" means the software, Documentation, development work, CentralSquare Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, provided or used by CentralSquare or any Subcontractor in connection with Professional Services or Support Services rendered under this Agreement.

1.24. "Support Services" means Maintenance, Enhancements, implementation of New Releases, and general support efforts to respond to incidents reported by Customer in accordance with Exhibit 2 (Maintenance & Support) and Exhibit 8 (Managed Services Provisions), if applicable.

1.25. "**Third-Party Materials**" means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, related services, equipment, or components of or relating to the Solutions that are not proprietary to CentralSquare.

2. License, Access, and Title.

2.1. License Grant. For any Solution designated as a "license" on Exhibit 1, Customer is granted a perpetual (unless terminated as provided herein), nontransferable, nonexclusive right and license to use the Software for Customer's own internal use for the applications described in the Statement of Work, in the applicable environment (e.g., production, test, training, or disaster recovery system) and in the quantity set forth in Exhibit 1. Additional software licenses purchased after the execution of this Agreement shall also be licensed in accordance with the provisions of this section. Customer shall not use, copy, rent, lease, sell, sublicense, modify, create derivative works from/of, or transfer any software, or permit others to do said acts, except as provided in this Agreement. Any such unauthorized use shall be void and may result in immediate and automatic termination of the applicable license. In such event, Customer shall not be entitled to a refund of any license fees paid. Notwithstanding, Customer shall be entitled to use software at the applicable designated location for the purpose of the application(s) described in the Statement of Work to provide services for itself and other Affiliate governmental agencies/entities, provided that the Software is installed and operated at only one physical location. The Software license granted in this Agreement or in connection with it are for object code only and do not include a license or any rights to source code whatsoever.

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2.2. Access Grant. For any Solution designated as a "subscription" on Exhibit 1, so long as subscription fees are paid and current, (unless terminated as provided herein), Customer is granted a nontransferable, nonexclusive right to use the software for the Customer's own internal use for the applications described in the Statement of Work, in the applicable environment (e.g., production, test, training, or disaster recovery system) and in the quantity set forth in Exhibit 1. Additional CentralSquare software subscriptions purchased after the execution of this Agreement shall also be accessed in accordance with the provisions of this section. Customer shall not use, copy, rent, lease, sell, sublicense, modify, create derivative works from/of, or transfer any software, or permit others to do said acts, except as provided in this Agreement. Any such unauthorized use shall be void and may result in immediate and automatic termination of the applicable access. In such event, Customer shall not be entitled to a refund of any subscription fees paid. Notwithstanding, Customer shall be entitled to use software at the applicable designated location for the purpose of the application(s) described in the Statement of Work to provide services for itself and other Affiliate governmental agencies/entities. The subscription access granted in this Agreement or in connection with it are for object code only and do not include a license or any rights to source code whatsoever.

2.3. Documentation License. CentralSquare hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Solutions.

2.4. Application Programming Interface "API". If the Customer has purchased any Application Programming Interface (API) license or subscription, Customer may use such API for Customer's own internal use to develop interfaces which enable interfacing with the applicable CentralSquare Software purchased herein. The development and use of such interfacing applications is specifically permitted under the use granted herein and shall not be deemed derivative works provided that they are not, in fact, derived from the CentralSquare Software or the ideas, methods of operation, processes, technology or know-how implemented therein. Other than the usage rights granted herein, Customer shall not acquire any right, title or interest in the CentralSquare Software or API by virtue of the interfacing of such applications, whether as joint owner, or otherwise. Should Customer desire to provide or share the API to a third-party, the third-party must enter into an API Access Agreement by and between the third-party and CentralSquare directly to govern the usage rights and restrictions of the applicable API.

2.5. Hardware**.** Subject to the terms and conditions of this Agreement, CentralSquare agrees to deliver, through hardware vendors, the Hardware itemized on Exhibit 1. The risk of loss or damage will pass to Customer upon the date of delivery to the Customer specified facility. Upon delivery and full satisfaction of the Hardware payment obligations, Hardware shall be deemed accepted and Customer will acquire good and clear title to Hardware. All Hardware manufacturer warranties will be passed through to Customer. CentralSquare expressly disclaims, and Customer hereby expressly waives all other Hardware warranties, express or implied, without limitation, warranties of merchantability and fitness for a particular purpose.

2.6. Managed Services Hardware**.** Subject to the terms and conditions of this Agreement, CentralSquare agrees to deliver the Managed Services Hardware itemized on Exhibit 1. So long as the applicable subscription fees are paid and current, Customer shall maintain a limited right in possessory interest in the Managed Services Hardware. No title in the Managed Services Hardware will pass to Customer at any time or for any reason. Customer agrees to maintain adequate insurance against fire, theft, or other loss for the Managed Services Hardware full insurable value. CentralSquare shall coordinate any Defect or warranty claims in accordance with Exhibit 8.

2.7. Reservation of Rights. Nothing in this Agreement grants any right, title, or interest in or to any Intellectual Property Rights in or relating to the Solutions, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in the Solutions, and the Third-Party Materials are and will remain with CentralSquare and the respective rights holders.

3. Use Restrictions. Authorized Users shall not:

3.1. copy, modify, or create derivative works or improvements of the Solutions, or rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Solutions to any Entity, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;

3.2. reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Solutions, in whole or in part;

3.3. bypass or breach any security device or protection used by Solutions or access or use the Solutions other than by an Authorized User through the use of his or her own then valid access;

3.4. input, upload, transmit, or otherwise provide to or through the CentralSquare Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any harmful code (any software, hardware, device, or other technology, including any virus, worm, malware, or other malicious computer

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code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede any (i) computer, software firmware, hardware, system or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Solutions as intended by this Agreement;

3.5. damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the CentralSquare Systems, or CentralSquare's provision of services to any third-party, in whole or in part;

3.6. remove, delete, alter, or obscure any trademarks, specifications, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Documentation or Solutions, including any copy thereof;

3.7. access or use the Solutions in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third-party, or that violates any applicable law;

3.8. access or use the Solutions for purposes of competitive analysis of the Solutions, the development, provision, or use of a competing software service or product or any other purpose that is to CentralSquare's detriment or commercial disadvantage or otherwise access or use the Solutions beyond the scope of the authorization granted in Section 2.

4. Audit.

4.1. CentralSquare shall have the right to audit Customer's use of the Software to monitor compliance with this Agreement. Customer shall permit CentralSquare and its directors, officers, employees, and agents to have on-site access at Customer's premises (or remote access as the case may be) during normal business hours to such systems, books, and records for the purpose of verifying license counts, access counts, and overall compliance with this Agreement. Customer shall render reasonable cooperation to CentralSquare as requested. If as a result of any audit or inspection CentralSquare substantiates a deficiency or non-compliance, or if an audit reveals that Customer has exceeded the restrictions on use, Customer shall promptly reimburse CentralSquare for all its costs and expenses incurred to conduct such audit or inspection and be required to pay for any delinquencies in compliance and prompt payment of any underpayment of Fees.

5. Customer Obligations.

5.1. Customer Systems and Cooperation. Customer shall at all times during the Term: (a) set up, maintain, and operate in good repair all Customer Systems on or through which the Solutions are accessed or used; (b) provide CentralSquare Personnel with such access to Customer's premises and Customer Systems as is necessary for CentralSquare to perform the Support Services in accordance with the Support Standards and specifications and if required by CentralSquare, remote access in accordance with Exhibit 3 (CentralSquare Access Management Policy); and (c) provide all cooperation as CentralSquare may reasonably request to enable CentralSquare to exercise its rights and perform its obligations under this Agreement.

5.2. Effect of Customer Failure or Delay. CentralSquare is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement.

5.3. Corrective Action and Notice. If Customer becomes aware of any actual or threatened activity prohibited by Section 3, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Solutions and permanently erasing from their systems and destroying any data to which any of them gained unauthorized access); and (b) notify CentralSquare of any such actual or threatened activity.

5.4. Maintaining Current Versions of CentralSquare Solutions. In accordance with Exhibit 2 (Maintenance & Support) and Exhibit 8 (Managed Services Provisions), if applicable. Customer shall install and/or use any New or Major Release within one year of being made available by CentralSquare to mitigate a performance problem, ineligibility for Support Services, or an infringement claim.

6. Professional Services.

6.1. Compliance with Customer Policies. While CentralSquare personnel are performing services at Customer's site, CentralSquare personnel will comply with Customer's reasonable procedures and site policies that are generally applicable to Customer's other suppliers providing similar services and that have been provided to CentralSquare in writing or in advance.

6.2. Contributed Material. In the process of CentralSquare's performing Professional Services, Customer may, from time to time, provide CentralSquare with designs, plans, or specifications, improvements, works or other material for inclusion in, or making modifications to, the Solutions, the Documentation or any other

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deliverables ("**Contributed Material**"). Customer grants to CentralSquare a nonexclusive, irrevocable, perpetual, transferable right, without the payment of any royalties or other compensation of any kind and without the right of attribution, for CentralSquare, CentralSquare's Affiliates and CentralSquare's licensees to make, use, sell and create derivative works of the Contributed Material.

6.3. Federal Grant Funds. CentralSquare shall comply with the provisions of Title VII of the Civil Rights Act of 1964 in that it will not discriminate against any individual with respect to their compensation, terms, conditions, or privileges of employment. Additionally, CentralSquare shall not discriminate in any way that would deprive or intend to deprive any individual of employment opportunities or otherwise adversely affect their status as an employee based on race, color, religion, sex, national origin, age, medical condition, marital status, sexual orientation, gender identity, genetic information, veteran status, or disability, or any other characteristic or classification protected by applicable law. Not Applicable.

6.4. Criminal Justice Information Services. To the extent permissible, the parties acknowledge that any employee of CentralSquare who has been granted Criminal Justice Information Services ("CJIS") clearance in any state within the United States shall be deemed to have satisfied the CJIS clearance requirements under this Agreement. This provision is based on the principle of reciprocity, recognizing the validity of CJIS clearance across state lines.

Notwithstanding the foregoing, CentralSquare shall ensure that all employees comply with the applicable laws and regulations of the state in which services under this Agreement are performed. CentralSquare shall also ensure that all employees continue to meet the standards required for CJIS clearance and shall promptly notify Customer of any changes in an employee's CJIS clearance status.

7. Confidentiality.

7.1. Nondisclosure. The Parties agree, unless otherwise provided in this Agreement or required by law, not to use or make each other's Confidential Information available to any third party for any purpose other than as necessary to perform under this Agreement. **"Confidential Information"** means the Solution(s), Software, and customizations in any embodiment, and either Party's technical and business information relating to inventions or software, research and development, future product specifications, engineering processes, costs, profit or margin information, marketing and future business plans as well as any and all internal Customer and employee information, and any information exchanged by the Parties that is clearly marked with a confidential, private or proprietary legend or which, by its nature, is commonly understood to be confidential.

7.2. Exceptions. A Party's Confidential Information shall not include information that: (a) is or becomes publicly available through no act or omission of the recipient; (b) was in the recipient's lawful possession prior to the disclosure and was not obtained by the recipient either directly or indirectly from the disclosing Party; (c) is lawfully disclosed to the recipient by a third party without restriction on recipient's disclosure, and where recipient was not aware that the information was the confidential information of discloser; (d) is independently developed by the recipient without violation of this Agreement; or (e) is required to be disclosed by law.

7.3. Public Record. As this Agreement is public record, CentralSquare is permitted to disclose Customer as a Customer. However, CentralSquare shall not make any statements or representations regarding Customer's opinion of CentralSquare or its services. CentralSquare may reach out to Customer from time to time for references or marketing engagements, subject to Customer's written approval.

8. Security.

8.1. CentralSquare will implement commercially reasonable administrative, technical and physical safeguards designed to ensure the security and confidentiality of Customer Data, protect against any anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access or use of Customer Data. CentralSquare will review and test such safeguards on no less than an annual basis.

8.2. Customer shall maintain, in connection with the operation or use of the Solutions, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication, non-repudiation, virus detection and eradication.

8.3. To the extent that Authorized Users are permitted to have access to the Solutions, Customer shall maintain agreements with such Authorized Users that adequately protect the confidentiality and Intellectual Property Rights of CentralSquare in the Solutions and Documentation and disclaim any liability or responsibility of CentralSquare with respect to such Authorized Users.

9. Personal Data. If CentralSquare processes or otherwise has access to any personal data or Personal Information on Customer's behalf when performing CentralSquare's obligations under this Agreement, then:

9.1. Customer shall be the data controller (where "**data controller**" means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be,

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processed) and CentralSquare shall be a data processor (where "**data processor**" means an entity which processes the data only on behalf of the data controller and not for any purposes of its own);

9.2. Customer shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or Personal Information to CentralSquare so that CentralSquare may lawfully use, process and transfer the personal data and Personal Information in accordance with this Agreement on Customer's behalf, which may include CentralSquare processing and transferring the relevant personal data or Personal Information outside the country where Customer and the Authorized Users are located in order for CentralSquare to provide the Solutions and perform its other obligations under this Agreement; and

9.3. CentralSquare shall process personal data and information only in accordance with lawful and reasonable written instructions given by Customer and as set out in and in accordance with the terms of this Agreement; and

9.4. CentralSquare shall take reasonable steps to ensure that its employees, agents and contractors who may have access to Personal Information are persons who need to know / access the relevant Personal Information for valid business reasons; and

9.5. each Party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and Personal Information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and Personal Information and the nature of the personal data and Personal Information being protected. If necessary, the Parties will cooperate to document these measures taken.

10. Representations and Warranties.

10.1. Intellectual Property Warranty. CentralSquare represents and warrants that (a) it is the sole and exclusive owner of (or has the right to license) the software; (b) it has full and sufficient right, title and authority to grant the rights and/or licenses granted under this Agreement; (c) the software does not contain any materials developed by a third party used by CentralSquare except pursuant to a license agreement; and (d) the software does not infringe any patent, or copyright.

10.2. Intellectual Property Remedy. In the event that any third party asserts a claim of infringement against the Customer relating to the software contained in this Agreement, CentralSquare shall indemnify and defend the Customer pursuant to section 13.1 of this Agreement. In the case of any such claim of infringement, CentralSquare shall either, at its option, (1) procure for Customer the right to continue using the software; or (2) replace or modify the software so that that it becomes non-infringing, but equivalent in functionality and performance.

10.3. Software Warranty. CentralSquare warrants to Customer that: (i) for a period of one year from Delivery (the "Warranty Period") the Software will substantially conform in all material respects to the specifications set forth in the Documentation, when installed, operated and used as recommended in the Documentation and in accordance with this Agreement; and (ii) at the time of Delivery the Software does not contain any virus or other malicious code.

10.4. Software Remedy. If, during the Warranty Period a warranty defect is confirmed in the CentralSquare Software, CentralSquare shall, at its option and as the sole remedy, reinstall the Software or correct the Defects pursuant to Exhibit 2 (Maintenance & Support) and Exhibit 8 (Managed Services Provisions), if applicable.

10.5. Services Warranty. CentralSquare warrants that the Professional Services delivered will substantially conform to the deliverables specified in the applicable statement of work and that all Professional Services will be performed in a professional and workmanlike manner consistent with industry standards for similar work. If Professional Services do not substantially conform to the deliverables, Customer shall notify CentralSquare of such non-conformance in writing, within 10 days from completion of Professional Service, and CentralSquare shall promptly repair the non-conforming deliverables.

10.6. Disclaimer of Warranty. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH ABOVE, CENTRALSQUARE MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE INTELLECTUAL PROPERTY, SOFTWARE, PROFESSIONAL SERVICES, AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT CENTRALSQUARE DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, AND SPECIFICALLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE. FURTHER, CENTRALSQUARE EXPRESSLY DOES NOT WARRANT THAT A SOLUTION, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE SOLUTION OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY

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ANYONE OTHER THAN CENTRALSQUARE PERSONNEL, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE EXCEPT TO THE EXTENT EXPRESSLY SET FORTH IN THE DOCUMENTATION. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS-IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY. THIS AGREEMENT DOES NOT AMEND, OR MODIFY CENTRALSQUARE'S WARRANTY UNDER ANY AGREEMENT OR ANY CONDITIONS, LIMITATIONS, OR RESTRICTIONS THEREOF.

11. Notices. All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when delivered personally, sent by United States registered or certified mail, return receipt requested; transmitted by facsimile or email confirmed by first class mail, or sent by overnight courier. Notices must be sent to a Party at its address shown below, or to such other place as the Party may subsequently designate for its receipt of notices in writing by the other Party.

If to CentralSquare:	**CentralSquare Technologies, LLC** **1000 Business Center Dr.** **Lake Mary, FL 32746** **Phone: 407-304-3235** **Attention: Legal/Contracts**
If to Customer:	**Town of Apex** **PO Box 250** **Apex, NC 27502** **Phone:** **Email: nicole.lajoie@apexnc.org** **Attention: Nicole Lajoie** **Invoice: Apex.Invoices@apexnc.org**

12. Force Majeure.

Neither Party shall be responsible for failure to fulfill its obligations hereunder, or be liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, pandemic or epidemic, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of equipment, software, or services from suppliers, default of a subcontractor or vendor to the Party if such default arises out of causes beyond the reasonable control of such subcontractor or vendor, the acts or omissions of the other Party, or its officers, directors, employees, agents, contractors, or elected officials, and/or other occurrences beyond the Party's reasonable control ("Excusable Delay" hereunder). In the event of such Excusable Delay, performance shall be extended on a day for day basis or as otherwise reasonably necessary to compensate for such delay.

13. Indemnification.

13.1. CentralSquare Indemnification. CentralSquare shall indemnify, defend, and hold harmless Customer from any and all Claims or liability, including attorneys' fees and costs, brought by a third party, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising solely from a wrongful or negligent act, error or omission of CentralSquare, its employees, agents, contractors, or any subcontractor as a result of CentralSquare's or any subcontractor's performance pursuant to this Agreement; however, CentralSquare shall not be required to indemnify Customer for any claims caused to the extent of the negligence or wrongful act of Customer, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a Claim or liability results from or is contributed to by the actions or omissions of Customer, or its employees, agents or contractors, CentralSquare's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

13.2. Reserved.

13.3. "**Claim**" in this Section 13 means any claim, cause of action, demand, lawsuit, dispute, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity, or otherwise.

14. Termination.

14.1. Either Party may terminate this Agreement for a material breach in accordance with this subsection. In such event, the disputing Party shall deliver written notice of its intent to terminate along with a description in reasonable detail of the problems for which the disputing Party is invoking its right to terminate and the

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specific requirement within this Agreement or any exhibit or schedule hereto that the disputing Party is relying upon. Following such notice, the Parties shall commence dispute resolution procedures in accordance with the dispute resolution procedure pursuant to Section 17.

14.2. CentralSquare shall have the right to terminate this Agreement based on Customer's failure to pay undisputed amounts due under this Agreement more than ninety (90) days after delivery of written notice of non-payment.

15. Effect of Termination or Expiration. On the expiration or earlier termination of this Agreement:

15.1. All rights, licenses, and authorizations granted to Customer hereunder will immediately terminate and Customer shall immediately cease all use of CentralSquare's Confidential Information and the Solutions, and within thirty (30) days deliver to CentralSquare, or at CentralSquare's request destroy and erase CentralSquare's Confidential Information from all systems Customer directly or indirectly controls; and

15.2. All licenses, access or subscription fees, services rendered but unpaid, and any amounts due by Customer to CentralSquare of any kind shall become immediately payable and due no later than thirty (30) days after the date of the termination or expiration, including anything that accrues within those thirty (30) days.

15.3. The provisions set forth in the following sections, and any other right or obligation of the Parties in this Agreement that, by its nature (including but not limited to: Use Restrictions, Confidential Information, Warranty Disclaimers, Indemnifications, & Limitations of Liability), will survive any expiration or termination of this Agreement.

15.4. In the event that Customer terminates this Agreement or cancels any portions of a project (as may be set forth in a Statement of Work) prior to Go Live (which shall be defined as "first use of a Solution or module of a Solution in a production environment, unless otherwise agreed by the Parties in a statement of work"), Customer shall pay for all Professional Services actually performed by CentralSquare on a time and materials basis, regardless of the payment terms in Exhibit 1.

15.5. Return of Customer Data. If Customer requests in writing at least ten (10) days prior to the date of expiration or earlier termination of this Agreement, CentralSquare shall within sixty (60) days following such expiration or termination, deliver to Customer in CentralSquare's standard format the then most recent version of Customer Data maintained by CentralSquare, provided that Customer has at that time paid all Fees then outstanding and any amounts payable after or as a result of such expiration or termination.

15.6. Deconversion. In the event of (i) expiration or earlier termination of this Agreement, or (ii) Customer no longer purchasing certain Solutions (including those indicated to be Third-Party Materials), if Customer requests assistance in the transfer of Customer Data to a different vendor's applications ("Deconversion"), CentralSquare will provide reasonable assistance. CentralSquare and Customer will negotiate in good faith to establish the relative roles and responsibilities of CentralSquare and Customer in effecting Deconversion, as well as the appropriate date for completion. CentralSquare shall be entitled to receive compensation for any additional consultation, services, software, and documentation required for Deconversion on a time and materials basis at CentralSquare's then standard rates.

15.7. Termination of this Agreement shall not relieve either Party of any other obligation incurred one to the other prior to termination.

16. Assignment. Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld; provided however, that in the event of a merger or acquisition of all or substantially all of CentralSquare's assets, CentralSquare may assign this Agreement to an entity ready, willing and able to perform CentralSquare's executory obligations hereunder.

17. Dispute Resolution. Any dispute, controversy or claim arising out of or relating to this Agreement (each, a "Dispute"), including the breach, termination, or validity thereof, shall be resolved as follows:

17.1. Good Faith Negotiations. The Parties agree to send written notice to the other Party of any Dispute ("Dispute Notice"). After the other Party receives the Dispute Notice, the Parties agree to undertake good faith negotiations to resolve the Dispute. Each Party shall be responsible for its associated travel and other related costs.

17.2. Escalation to Mediation. If the Parties cannot resolve any Dispute through good faith negotiations, the dispute may be escalated to non-binding mediation, with the Parties acting in good faith to select a mediator and establishing the mediation process. The Parties agree the mediator's fees and expenses, and the mediator's costs incidental to the mediation, will be shared equally between the Parties. The Parties shall bear their own fees, expenses, and costs.

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17.3. Confidential Mediation. The Parties further agree all written or oral offers, promises, conduct, and statements made in the course of the mediation are confidential, privileged, and inadmissible for any purpose in any litigation, arbitration or other proceeding involving the Parties. However, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

17.4. Litigation. Either Party may pursue litigation in a court of competent jurisdiction.

18. Waiver/Severability. The failure of any Party to enforce any of the provisions hereof will not be construed to be a waiver of the right of such Party thereafter to enforce such provisions. If any provision of this Agreement is found to be unenforceable, that provision will be enforced to the maximum extent possible, and the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

19. LIABILITY. NOTWITHSTANDING ANY PROVISION WITHIN THIS AGREEMENT TO THE CONTRARY, AND REGARDLESS OF THE NUMBER OF LOSSES, WHETHER IN CONTRACT, EQUITY, STATUTE, TORT, NEGLIGENCE, OR OTHERWISE:

19.1. NEITHER PARTY SHALL HAVE LIABILITY TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO, REPLACEMENT COSTS, AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR LOSSES OF PROFIT, REVENUE, INCOME, BUSINESS, ANTICIPATED SAVINGS, DATA, AND REPUTATION, AND MORE GENERALLY, ANY LOSSES OF AN ECONOMIC OR FINANCIAL NATURE, REGARDLESS OF WHETHER SUCH LOSSES MAY BE DEEMED AS CONSEQUENTIAL OR ARISING DIRECTLY AND NATURALLY FROM THE INCIDENT GIVING RISE TO THE CLAIM, AND REGARDLESS OF WHETHER SUCH LOSSES ARE FORESEEABLE OR WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES; AND

19.2. CENTRALSQUARE'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT(S) ACTUALLY PAID BY CUSTOMER TO CENTRALSQUARE HEREUNDER FOR THE LAST TWELVE (12) MONTHS PRIOR TO THE DATE THE CLAIM AROSE. THIS LIMITATION DOES NOT APPLY TO CLAIMS ARISING OUT OF CENTRALSQUARE'S GROSS NEGLIGENCE.

20. Insurance. During the term of this Agreement, CentralSquare shall maintain insurance coverage covering its operations in accordance with Exhibit 4 (Certificate of Insurance (Evidence of Coverage)). Upon request by Customer, CentralSquare shall include Customer as an additional insured on applicable insurance policies provided under this Agreement. CentralSquare shall provide proof of current coverage during the term of this Agreement.

21. Third-Party Materials. CentralSquare may, from time to time, include third parties to perform services, provide software, or provide equipment. Customer acknowledges and agrees CentralSquare provides front-line support services for these Third-Party Materials, but these third parties assume all responsibility and liability in connection with the Third-Party Materials. CentralSquare is not authorized to make any representations or warranties that are binding upon the third-party or to engage in any other acts that are binding upon the third-party, except specifically that CentralSquare is authorized to represent third-party fees and to accept payment of such amounts from Customer on behalf of the third-party for as long as such third-party authorizes CentralSquare to do so. As a condition precedent to installing or accessing certain Third-Party Materials, Customer may be required to execute a click-through, shrink-wrap End User License Agreement ("EULA") or similar agreement provided by the Third-Party Materials provider. If mapping information is supplied with the CentralSquare Software, CentralSquare makes no representation or warranty as to the completeness or accuracy of the mapping data provided with the CentralSquare Software. The completeness or accuracy of such data is solely dependent on the information supplied by the Customer or the mapping database vendor to CentralSquare. All third-party materials are provided "as-is" and any representation or warranty concerning them is strictly between Customer and the third-party.

22. Subcontractors. CentralSquare may from time to time, in its discretion, engage third parties to perform services on its behalf including but not limited to Professional Services, Support Services, and/or provide software (each, a "Subcontractor"). CentralSquare shall be fully responsible for the acts of all subcontractors to the same extent it is responsible for the acts of its own employees.

23. Entire Agreement. This Agreement, and any Exhibits specifically incorporated therein by reference, constitute the entire agreement between the Parties with respect to the subject matter. These documents supersede and merge all previous and contemporaneous proposals of sale, communications, representations, understandings and agreements, whether oral or written, between the Parties with respect to the subject hereof.

24. Amendment. Either Party may, at any time during the term, request in writing changes to this agreement. The Parties shall evaluate and, if agreed, implement all such requested changes. No requested changes will be effective unless and until memorialized in either a CentralSquare issued add-on quote signed by Customer, or a written change order or amendment to this Agreement signed by both Parties.

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25. **No Third-Party Beneficiaries**. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.

26. **Counterparts**. This Agreement, and any amendments hereto, may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall constitute one and the same instrument. The Agreement (and any amendments) shall be considered properly executed by a Party if executed by that Party and transmitted by facsimile or other electronic means, such as DocuSign, Tagged Image Format Files (TIFF), or Portable Document Format (PDF).

27. **Material Adverse Change**. If any law, regulation, applicable standard, process, OEM requirement is changed or comes into force after the Effective Date, including but not limited to PCI standards or Americans with Disabilities Act compliance (collectively, a "Material Adverse Change"), which is not explicitly addressed within this Agreement and results in *significant extra* costs for either Party in relation to the performance of this Agreement, both Parties shall promptly meet, discuss in good faith, and agree upon reducing the technical, operational, and/or commercial impact of such Material Adverse Change.

28. **Cooperative Purchases.** The Parties agree that other entities ("Cooperative Customers") may use this Agreement as a purchasing vehicle for similar CentralSquare software and services. Terms and conditions specific to each Cooperative Customer's purchase, including but not limited to pricing, payment terms, and scope of work, shall be negotiated separately between CentralSquare and the Cooperative Customer. A separate contract and any necessary supplemental documents shall be developed independently from this Agreement for each Cooperative Customer, and each such contract shall be fully independent of the others. The original Customer shall not be a party to any agreements made between CentralSquare and Cooperative Customers and will not incur any liability related to specifications, delivery, payment, or any other aspect of purchases made by Cooperative Customers.

29. **Order of Precedence**.

29.1. In the event of any conflict or inconsistency between this Agreement, the Exhibits, or any purchase order, then the following priority shall prevail:

29.1.1. The main body of this Agreement and any associated amendments, statements of work (including Exhibit 5 (Statement of Work)), or change orders and then the attached Exhibits to this Agreement in the order in which they appear.

29.2. Customer's purchase order terms and conditions are not applicable and shall have no force or effect, whether referenced in any document in relation to this Agreement.

29.3. Incorporated Exhibits to this Agreement:

Exhibit 1: Solution(s) and Services Fee Schedule

Exhibit 2: Maintenance & Support

Exhibit 3: CentralSquare Access Management Policy

Exhibit 4: Certificate of Insurance (Evidence of Coverage)

Exhibit 5: Service Level Commitments (if applicable)

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

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

32. **Nondiscrimination.** Pursuant to Section 3-2 of the Town of Apex Code of Ordinances, CentralSquare hereby warrants and agrees that CentralSquare will not discriminate against a protected class in employment, subcontracting practices, or the solicitation or hiring of vendors, suppliers, or commercial customers in connection with this Agreement. For the purposes of this Agreement "protected class" includes age, race, religious belief or

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non-belief, ethnicity, color, national origin, creed, sex, sexual orientation, gender identity, marital status, natural hair style, genetic information, pregnancy, familial status, disability, veteran or military status, or disabled veteran status.

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

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EXHIBIT 1

Solution(s) and Services Fee Schedule

CENTRALSQUARE®

Renewal Order prepared by:
Vanessa Cristobal
vanessa.cristobal@centralsquare.com

Renewal Order #: Q-254089
Start Date: June 12, 2026
End Date: June 11, 2027
Billing Frequency: Yearly
Subsidiary: Superion, LLC

Renewal Order prepared for:
Accounts Payable, Accounts Payable
Town of Apex Police Department
PO Box 250
Apex, North Carolina 27502
(919) 362-8661

Thank you for your continued business. We at CentralSquare appreciateand value our relationship and look forward to serving you in the future. CentralSquare provides software that powers over 8,000 communities. More informationabout all of our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	TOTAL
1.	CAD-to-CAD Unify (Cloud) Annual Subscription Fee	1	16,717.84USD
		Renewal Order Total:	16,717.84USD

Billing Information

This is not an invoice. Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of the Customer.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the Ship To location provided by the Customer on the Renewal Order Form.

Please note that the Total Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of $21.37656 will be shown as a Total Price of $21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Total Price displayed above.

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Payment Terms:

Subscriptions:

- If applicable, Annual Subscription Fees are due on the Delivery Date, and annually thereafter on the anniversary of the Delivery Date.
- Annual Subscription Fees shall increase by 5% each year
- The Annual Subscription Fees must be paid by the date listed above.

Services:

Payment Schedule:

	Implementation Services
30%	Due on Effective Date
20%	Due at Project Kickoff
15%	Due at completion of 1st End User Training Session
30%	Due at Go Live
5%	Due at completion of Reliability Period

- If applicable, non-fixed fee professional services shall be due as incurred on a time and materials basis. Non-fixed fee professional services are not included in the percentages outlined in the above Payment Schedule.
- If applicable, non-fixed fee travel expenses shall be due as incurred, invoiced monthly for the travel expenses of the preceding month. Non-fixed fee travel expenses are not included in the percentages outlined in the above Payment Schedule.
- If applicable, Fixed Fee travel expenses are included in the percentages outlined in the above Payment Schedule.

Hardware:

- If applicable, Non-subscription Hardware Fees are due on the Effective Date.

Licenses:

- If applicable, License Fees are due on the Delivery Date.

Support & Maintenance

- If applicable, Support & Maintenance Fees are due annually, starting prior to the first anniversary of the Delivery Date and annually thereafter.
- Annual Software Maintenance Fees shall increase by 5% each year.

Third Party:

- If applicable, Third-Party Software Fees are due on the Effective Date. Third-Party software subscriptions and/or support fees shall be due annually thereafter on the anniversary of the Effective Date. Third-Party Software fees are subject to increase each year.
- If applicable, Third-Party Services shall be due 50% at Effective Date, 25% at completion of 1st End User Training Session, and 25% at Go Live.

Invoice Terms:

CentralSquare shall provide an invoice for the items in the schedule above no less than thirty (30) days prior to the due date.

ANCILLARY FEES

a. Customer is responsible for paying all taxes relating to this Agreement. Applicable tax amounts (if any) are not included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide CentralSquare valid proof of exemption; otherwise, CentralSquare will invoice Customer and Customer will pay to CentralSquare all such tax amounts.

b. To the extent allowable by law, if Customer fails to make any payment when due, then CentralSquare may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly, or, if lower, the highest rate permitted under applicable law; and if such failure continues for 90 days following written notice thereof, CentralSquare may suspend performance or access until past due amounts have been paid.

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EXHIBIT 2

Maintenance & Support

This Maintenance & Support Exhibit describes support and maintenance relating to technical support that CentralSquare will provide to Customer during the Term of the Agreement.

1. Product Updates and Releases

1.1. Software Version. "Software Version" means the base or core version of the Software that contains significant new features and significant fixes and is available to the Customer. Software Versions may occur as the Software architecture changes or as new technologies are developed. The nomenclature used for updates and upgrades consists of major, minor, build, and fix and these correspond to the following digit locations of a release, a,b,c,d. An example of which would be 7.4.1.3, where the 7 refers to the major release, the 4 refers to the minor release, the 1 refers to the build, and the 3 refers to a fix. All Software Versions are provided and included as part of this Agreement.

1.2. Updates. From time to time CentralSquare may develop permanent fixes or solutions to known problems or bugs in the Software and incorporate them in a formal "Update" to the Software. If Customer is receiving technical support from CentralSquare on the general release date for an Update, CentralSquare will provide the Customer with the Update and related Documentation at no extra charge. Updates for custom configurations will be agreed upon by the Parties and outlined in a Statement of Work or Change Order.

1.3. Releases. Customer shall agree to install and/or use any New or Major Release within one year of being made available by CentralSquare to avoid or mitigate a performance problem, ineligibility for Support and Maintenance Services or infringement claim. All modifications, revisions and updates to the Software shall be furnished by means of new Releases of the Software and shall be accompanied by updates to the Documentation whenever CentralSquare determines, in its sole discretion, that such updates are necessary.

2. Support

2.1. CentralSquare shall provide to Customer support via toll-free phone number *833-278-7877* or via the CentralSquare Support Portal. CentralSquare shall provide to Customer, commercially reasonable efforts in solving errors reported by the Customer as well as making available an online support portal. Customer shall provide to CentralSquare reasonably detailed documentation and explanation, together with underlying data, to substantiate errors and to assist CentralSquare in its efforts to diagnose, reproduce and correct the error. Should either Party not be able to locate the error root cause and Customer and CentralSquare agree that on-site services are necessary to diagnose or resolve the problem CentralSquare shall provide a travel estimate and estimated hours in order to diagnose the reported error.

2.2. If after traveling onsite to diagnose a reported error and such reported error did not, in fact, exist or was not attributable to a Defect in the Software provided by CentralSquare or an act or omission of CentralSquare, then Customer shall pay for CentralSquare's investigation, travel, and related services in accordance with provided estimate. Customer must provide CentralSquare with such facilities, equipment and support as are reasonably necessary for CentralSquare to perform its obligations under this Exhibit, including remote access in accordance with the Remote Access Policy.

3. Online Support Portal

Online support is available via https://support.centralsquare.com/s/contact-us, offering Customer the ability to resolve its own problems with access to CentralSquare's most current information. Customer will need to enter its designated username and password to gain access to the technical support areas on CentralSquare's website. CentralSquare's technical support areas allow Customer to: (i) search an up-to-date knowledge base of technical support information, technical tips, and featured functions; and (ii) access answers to frequently asked questions (FAQ).

4. Exclusions from Technical Support Services

CentralSquare shall have no support obligations to provide Support or Maintenance for Solutions that are not kept current to one version prior to the then current version of the Solution. CentralSquare shall have no support obligations with respect to any third-party hardware or software product not licensed or sold to Customer by CentralSquare ("Nonqualified Product"). Customer shall be solely responsible for the compatibility and functioning of Nonqualified Products with the Software.

5. Customer Responsibilities

In connection with CentralSquare's provision of technical support as described herein, Customer acknowledges that Customer has the responsibility to do each of the following:

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1. Provide hardware, operating system and browser software that meets technical specifications, as well as a fast, stable, high-speed connection and remote connectivity for accessing the Solution.
2. Maintain any applicable computer system and associated peripheral equipment in good working order in accordance with the manufacturers' specifications, and ensure that any problems reported to CentralSquare are not due to hardware malfunction;
3. For CentralSquare Solutions that are implemented on Customer Systems, maintain the designated operating system at the latest code revision level reasonably deemed necessary by CentralSquare for proper operation of the Software;
4. Supply CentralSquare with access to and use of all information and facilities reasonably determined to be necessary by CentralSquare to render the technical support described herein;
5. Perform any test or procedures reasonably recommended by CentralSquare for the purpose of identifying and/or resolving any problems;
6. At all times follow routine operator procedures as specified in the Documentation or any error correction guidelines of CentralSquare posted on the CentralSquare website;
7. Customer shall remain solely responsible at all times for the safeguarding of Customer's proprietary, confidential, and classified information contained within Customer Systems; and
8. Reasonably ensure that the Customer Systems are isolated and free from viruses and malicious code that could cause harm before requesting or receiving remote support assistance.

6. Priorities and Support Response Matrix

The following priority matrix relates to software errors covered by this Agreement. Causes secondary to non-covered causes - such as hardware, network, and third-party products - are not included in this priority matrix and are outside the scope of this Exhibit. CentralSquare will make commercially reasonable efforts to respond to Software incidents for live remote based production systems using the following guidelines:

Priority	Issue Definition	Response Time
Priority 1 – Urgent	The software is completely down and will not launch or function.	Priority 1 issues must be called in via 833-278-7877 and will be immediately answered and managed by the first available representative.
Priority 2 – Critical	A high-impact problem that disrupts the customer's operation but there is capacity to remain productive and maintain necessary operations.	Priority 2 issues must be called in via 833-278-7877 and will be immediately answered and managed by the first available representative.
Priority 3 – Non-Critical	A Software Error related to a user function which does not negatively impact the User from the use of the system. This includes system administrator functions or restriction of user workflow but does not significantly impact their job function.	Non-Critical Priority 3 issues must be reported via Https://support.centralsquare.com/s/contact-us
Priority 4 – Minor	Cosmetic or documentation errors, including Customer technical questions or usability questions.	Minor Priority 4 issues must be reported via Https://support.centralsquare.com/s/contact-us

7. Exceptions. CentralSquare shall not be responsible for failure to carry out its Support and Maintenance obligations under this Exhibit if the failure is caused by adverse impact due to:

7.1. defectiveness of the Customer's Systems (including but not limited to environment, hardware or ancillary systems), or due to Customer corrupt, incomplete, or inaccurate data reported to the Solution, or documented Defect.

7.2. denial of reasonable access to Customer's System or premises preventing CentralSquare from addressing the issue.

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7.3. material changes made to the usage of the Solution by Customer where CentralSquare has not agreed to such changes in advance and in writing or the modification or alteration, in any way, by Customer or its subcontractors, of communications links necessary to the proper performance of the Solution.

7.4. a Force Majeure event (as outlined in Section 12), or the negligence, intentional acts, or omissions of Customer or its agents.

8. Incident Resolution. Actual response times and resolutions may vary due to issue complexity and priority. For critical impact level and above, CentralSquare provides a continuous resolution effort until the issue is resolved. CentralSquare will make commercially reasonable efforts to resolve Software incidents for live remote based production systems using the following guidelines:

Priority	Resolution Process	Resolution Time
Priority 1 – Urgent	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Customer to resume live operations on the production System.	CentralSquare will work continuously to provide the Customer with a solution that allows the Customer to resume live operations on the production system. CentralSquare will either resolve the issue or provide a resolution plan as soon as possible and not later than twenty-four (24) hours after notification.
Priority 2 – **Critical**	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Customer to resume normal operations on the production System.	CentralSquare will work continuously to provide the Customer with a solution that allows the Customer to resume normal operations on the production System. CentralSquare will either resolve the issue or provide a resolution plan as soon as possible and not later than thirty-six (36) hours after notification.
Priority 3 – Non – Critical	CentralSquare will provide a procedural or configuration workaround that allows the Customer to resolve the problem.	CentralSquare will work to provide the Customer with a resolution which may include a workaround or code correction within a timeframe that takes into consideration the impact of the issue on the Customer and CentralSquare's User base. Priority 3 issues have no defined resolution time.
Priority 4 – Minor	If CentralSquare determines that a reported Minor Priority error requires a code correction, such issues will be addressed in a subsequent release when applicable.	CentralSquare will work to provide the Customer with a resolution which may include a workaround or code correction in a future release of the software. Priority 4 issues have no defined resolution time.

9. Cases needing development. Support cases that require code development (e.g. writing, modifying or reviewing source code to create new functionality, resolve issues, or improve existing features) will be transferred to the appropriate product development team. Cases transferred to product development will be reviewed to determine the nature of the request, the severity of the impact on the performance of the solution, and the availability of a resolution. CentralSquare reserves the right to close out Non-Critical (Priority 3) and Minor (Priority 4) support cases, without resolution, for development items that do not reasonably fall within the current product roadmap.

10. Non-Production Environments. CentralSquare will make commercially reasonable efforts to provide fixes to non-production environment(s). Non-production environments are not included under the response or resolution tables provided in this Exhibit.

10.1. Maintenance. All non-production environment resolution processes will follow the structure and schedules outlined above for production environments.

10.2. Incidents and service requests. Non-production environment incidents are considered priority 3 or 4, dictated by circumstances and will be prioritized and scheduled subordinate to production environment service requests.

11. Training. Outside the scope of training services purchased, if any, Customer is responsible for the training and organization of its staff in the operation of the Software.

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12. **Development Work.** Software support and maintenance does not include development work either (i) on software not licensed from CentralSquare or (ii) development work for enhancements or features that are outside the documented functionality of the Software, except such work as may be specifically purchased and outlined in the Agreement. CentralSquare retains all intellectual property rights in development work performed and Customer may request consulting and development work from CentralSquare as a separate billable service.

13. **Technology Life Expectancy**. Customer understands, acknowledges and agrees that the technology upon which the Hardware, Solution and Third-Party Software is based changes rapidly. Customer further acknowledges that CentralSquare will continue to improve the functionality and features of the Solution to improve legal compliance, accuracy, functionality and usability. As a result, CentralSquare does not represent or warrant that the Hardware, Solution and/or Third-Party Software provided to Customer under this Agreement or that the Customer Systems recommended by CentralSquare will function for an indefinite period of time. Rather, CentralSquare and Customer may, from time to time, analyze the functionality of the Hardware, Solution, Third-Party Software and Customer Systems in response to changes to determine whether Customer must upgrade the same. Customer upgrades may include without limitation, the installation of a new Release, additional disk storage and memory, and workstation and/or server upgrades. Customer upgrades may also include the installation and/or removal of Third-Party Software. Customer is solely responsible for all costs associated with future resources and upgrades.

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EXHIBIT 3

CentralSquare Access Management Policy

In order to provide secure, federally compliant connections to agency systems CentralSquare Technologies ("CentralSquare") requires BeyondTrust or SecureLink as the only approved methodology of connection. BeyondTrust and Securelink provide the necessary remote access in order to service and maintain CentralSquare products while adhering to the Federal Bureau of Investigations Criminal Justice Information Services requirements. Both solutions utilize two-factor authentication Federal Information Processing Standard Publication ("FIPS") 140-2 validated cryptographic modules and AES encryption in 256-bit strengths.

BeyondTrust and Securelink are addressed in turn via this Access Management Policy; Customers may choose which remote privileged access management solution will be utilized by CentralSquare.

BeyondTrust

The BeyondTrust remote support solution may be utilized via escorted session or a jump Customer. As for an escorted session, when an agency needs assistance from CentralSquare, the agency employee requesting assistance will receive verbal or email communication with a session key necessary to enable remote access. If a verbal key is provided, the user enters the session key after visiting https://securesupport.centralsquare.com.

Jump Customers are a Windows service that can be stopped/started to facilitate a support session. Connections made via jump Customer can be active or passive. An active jump Customer is always available. A passive connection is enabled for a specific purpose and then disabled when not used. Regardless of the option selected, CentralSquare's support team will arrange a BeyondTrust session to establish the jump Customer.

The jump Customer resides on the agency side on the installed device, where an agency administrator can manage. Instructions on how to enable/disable jump Customers can be provided upon request. A sample workflow of a passive jump Customer is provided below:

Should an agency require support from CentralSquare, a call would be placed and/or a support ticket opened in the portal on the CentralSquare customer support website. Before accessing the agency's system and/or environment, the CentralSquare representative would send a notice of connection from the CentralSquare support portal instance. This notice can be sent to the individual at the agency that the CentralSquare representative is working with or other designated contacts as necessary. Upon receipt of the notice of connection, the agency personnel would enable the BeyondTrust jump Customer. The CentralSquare representative would then be admitted to the agency's system and/or environment to perform the necessary task. Upon completion of the task, the CentralSquare representative sends a notice of disconnection from the CentralSquare support portal instance. Upon receipt of the notice of disconnection, the agency personnel would then disable the BeyondTrust jump Customer.

Securelink

Similar to BeyondTrust's escorted session, Securelink may be utilized via "quick connect". To enable a quick connect session when an agency needs assistance from CentralSquare, the Agency employee requesting assistance will enter a key code in order to connect for screen sharing on a device.

Similar to the jump Customer methodology, SecureLink may also be utilized via "gatekeeper". The sample workflow description for a jump Customer provided above is substantially similar to the workflow for gatekeeper.

Summation

BeyondTrust and Securelink allow customers the ability to monitor connectivity to the customer's network and maintain CJIS compliance while enabling Cent[illegible]erform the necessary support functions.

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EXHIBIT 4

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/03/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, LLC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326 CN130114897-8/31-5M-25-26	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED CentralSquare Technologies, LLC 1000 Business Center Drive Lake Mary, FL 32746	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : The Charter Oak Fire Insurance Co. — 25615 INSURER B : Phoenix Insurance Company — 25623 INSURER C : Travelers Property Casualty Company Of America — 25674 INSURER D : Travelers Casualty And Surety Company — 19038 INSURER E : N/A — N/A INSURER F :

COVERAGES **CERTIFICATE NUMBER:** ATL-006139755-00 **REVISION NUMBER:** 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			H-660-68758660-COF-25	08/31/2025	08/31/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			BA-68783539-25-I3-G	08/31/2025	08/31/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	[X] UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			CUP-68801390-25-I3	08/31/2025	08/31/2026	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB-68783568-25-I3-G	08/31/2025	08/31/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

EVIDENCE OF INSURANCE

CERTIFICATE HOLDER

CentralSquare Technologies LLC
1000 Business Center Drive
Lake Mary, FL 32746

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA LLC

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/02/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@wtwco.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: QBE Specialty Insurance Company	11515
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
CentralSquare Technologies, LLC
1000 Business Center Drive
Lake Mary, FL 32746

COVERAGES **CERTIFICATE NUMBER:** W43894106 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Cyber/Technology & Prof E&O/ Media Liab./Privacy & Cyber Security Liability			130019930	01/15/2026	04/28/2027	Limit	$10,000,000
							Retention	$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance

CERTIFICATE HOLDER

CentralSquare Technologies, LLC
1000 Business Center Drive
Lake Mary, FL 32746

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Patricia A Ferry

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EXHIBIT 5

Service Level Commitments

The following applies to any cloud-hosted CentralSquare software only. The following does not apply to any on-premise software, hardware, or third-party products.

1. **Service Level Commitments**

   a. Availability. During any calendar month, the availability of the Solution shall be no less than 99.99%, excluding scheduled maintenance. CentralSquare shall provide Customer with prompt notification as soon as it becomes aware of any actual or potential unscheduled downtime of the Solution, as well as continual periodic updates during the unscheduled downtime regarding CentralSquare's progress in remedying the unavailability and estimated time at which the Solution shall be available.

   b. Measurement. Service availability is measured as the total time that the solutions are available during each calendar month for access by Customer ("Service Availability"). Service Availability measurement shall be applied to the production environment only, and the points of measurement for all monitoring shall be the servers and the internet connections at CentralSquare's hosted environment.

   a. Calculation. Service availability for a given month shall be calculated using the following calculation:

      i. The total number of minutes which the service was not available in a given month shall be subtracted from the total number of minutes available in the given month. The resulting figure is divided by the total number of minutes available in the given month.

      ii. Service availability targets are subject to change due to the variance of the number of days in a month.

      iii. The total number of minutes which the service was not available in a given month shall exclude minutes associated with scheduled or emergency maintenance.

   a. Remedy. If the service period target measurement is not met, then the customer shall be entitled to a credit calculated as follows:

Service availability in the relevant Service period	**Percentage reduction in monthly fee for the subsequent service period**
Less than 99.99% but greater than or equal to 99.9%	1%
Less than 99.9% but greater than or equal to 99.5%	5%
Less than 99.5%	10%

   a. Credit must be requested by the customer within sixty (60) days of the failed target. Any credit awarded shall be applied to the next applicable invoice. Customer shall not be eligible for credits where customer is more than thirty (30) days past due on their account.

2. Exceptions. The Service Level Commitments and availability stated in this Exhibit do not cover services interruptions or performance issues that are caused by factors outside of CentralSquare or it's hosting partner's control. Such factors may include, but are not limited to:

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A. Internet Access. Issues relating to Customer's internet access. Any outages, slowdowns, or other problems related to the internet connection are explicitly disclaimed;

B. Customer's Internal Network Issues. Issues originating from Customer's internal network such as network congestion, network equipment failure, or misconfigurations are explicitly disclaimed;

C. Third-Party Acts. Issues caused by the acts or omissions of third-parties, including providers of internet services, or for issues arising from third-party software or hardware that is not provided by CentralSquare is explicitly disclaimed;

D. Gross Negligence or Willful Misconduct. Issues relating to the failure or delay in performance to the extent caused by the acts or omissions of Customer or its agents constituting gross negligence or willful misconduct are explicitly disclaimed; and,

E. Force Majeure. A force majeure event such as natural disasters, acts of God, or any other cause constituting force majeure are explicitly disclaimed.

3. Server Performance & Capacity. The standard provisioning of storage for the cloud solutions is 1 terabyte. If Customer requests to add additional Software, increase storage or processing requirements, and/or request additional environments, these requests will be evaluated and if additional resources are required to support modifications, additional fees may apply at per unit (gigabyte, hour, license, etc).

4. Releases. Customer agrees keep the software up-to-date with the cloud release cycle as determined by centralsquare. Staying current is essential to address security, performance, and infringement issues, and is required for receiving software support. All modifications, revisions, and updates to the software will be provided through new releases, accompanied by documentation updates whenever the centralsquare deems necessary.

5. Non-Production Environments. Included in the subscription fee is access to the training environment during the hours of 8:00am – 4:00pm EST, Monday through Friday. Should the Customer require extended access for items such as internal training, CentralSquare can make exceptions provided that Customer provide reasonable advance written notice. CentralSquare will then work with the Customer to enable access in accordance with an agreed upon schedule.

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: August 11, 2026

Item Details

Presenter(s): Allen Coleman, Town Clerk

Department(s): Town Clerk's Office

Requested Motion

Motion to adopt a Resolution Directing the Town Clerk to Investigate Petition Received, to accept the Certificate of Sufficiency by the Town Clerk, and to adopt a Resolution Setting the Date of a Public Hearing for Tuesday, August 25, 2026, on the Question of Annexation - Apex Town Council's intent to annex 16.290 +/- acres, located at 0 Mt. Zion Church Road (Tract 1 PIN No. 0721-44-8562 (4.0367 acres), Tract 2 PIN No. 0721-44-2048 (11.2860 acres), and Right-of-Way (0.9699 acres), Annexation No. 828, into the Town Corporate limits.

Approval Recommended?

Yes

Item Details

The Town Clerk certifies to the investigation of said annexation.

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

This annexation is associated with a previously approved Rezoning Case (24CZ10) approved on October 28, 2025 which rezoned approximately 15.3 acres located at 0 and 0 Mt. Zion Church Road from Rural Residential (RR) to Planned Unit Development-Conditional Zoning (PUD-CZ). The approved ordinance is included in the attachment section (ORD-2025-077).

Attachments

- CN13-A1: Resolution Directing the Town Clerk to Investigate Petition
  - Certificate of Sufficiency by the Town Clerk
  - Resolution Setting Date of Public Hearing
- CN13-A2: Legal Description – Annexation No. 828 – 0 Mt. Zion Church Road – 16.290 acres
- CN13-A3: Aerial Map – Annexation No. 828 – 0 Mt. Zion Church Road – 16.290 acres
- CN13-A4: Plat Map – Annexation No. 828 – 0 Mt. Zion Church Road – 16.290 acres
- CN13-A5: Annexation Petition – Annexation No. 828 – 0 Mt. Zion Church Road – 16.290 acres

- CN13-A6: ORD-2025-077 – Rezoning Case No. 24CZ10 – Ashburn PUD – Approved on October 28, 2025

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

Annexation Petition No. 821
0 Mt. Zion Church Road – 16.290 acres
(Associated w-Previously Approved Rezoning Case No. 24CZ10 – Ashburn PUD)

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

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

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

This the 11th day of August, 2026.

_____
Jacques K. Gilbert
Mayor

ATTEST:

_____
Allen L. Coleman, CMC
Town Clerk

CERTIFICATE OF SUFFICIENCY BY THE TOWN CLERK

Annexation Petition No. 821
0 Mt. Zion Church Road – 16.290 acres
(Associated w-Previously Approved Rezoning Case No. 24CZ10 – Ashburn PUD

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town of Apex, North Carolina this 11th day of August, 2026.

_____
Allen L. Coleman, CMC
Town Clerk

(Seal)

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

Annexation Petition No. 821
0 Mt. Zion Church Road – 16.290 acres
(Associated w-Previously Approved Rezoning Case No. 24CZ10 – Ashburn 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 25th day of August, 2026.

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

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

This the 11th day of August, 2026.

_____
Jacques K. Gilbert,
Mayor

ATTEST:

_____
Allen L. Coleman, CMC
Town Clerk
Attachment: Legal Description

Legal Description Annexation

Beginning at a *IRON PIPE FOUND* having coordinates of **N:713838.81**, **E:2023762.52**; thence with a bearing of **N 02°48'41" E** a distance of **360.92** feet to a *IRON PIPE FOUND*; thence with a bearing of **N 66°29'35" E** a distance of **824.42** feet to a *IRON PIPE FOUND*; thence with a bearing of **N 28°41'19" W** a distance of **52.65** feet to a *COMPUTED POINT*; thence with a bearing of **N 27°09'54" W** a distance of **18.77** feet to a *COMPUTED POINT*; thence with a bearing of **N 79°30'21" E** a distance of **62.63** feet to a *COMPUTED POINT*; thence with a bearing of **N 27°09'54" W** a distance of **104.55** feet to a *IRON PIPE SET*; thence with a bearing of **N 79°30'09" E** a distance of **511.74** feet to a *IRON ROD* FOUND; thence with a bearing of **S 02°38'21" W** a distance of **514.71** feet to a *IRON PIPE FOUND*; thence with a bearing of **S 74°13'11" W** a distance of **134.17** feet to a *IRON PIPE SET*; thence with a bearing of **S 39°46'07" E** a distance of **14.72** feet to a *COMPUTED POINT*; thence with a bearing of **S 35°33'43" E** a distance of **28.65** feet to a *COMPUTED POINT*; thence with a bearing of **S 32°15'36" E** a distance of **30.07** feet to a *COMPUTED POINT*; thence with a bearing of **S 26°39'44" E** a distance of **30.31** feet to a COMPUTED POINT; thence with a bearing of **S 20°21'19" E** a distance of **30.71** feet to a COMPUTED POINT; thence with a bearing of **S 12°34'16" E** a distance of **31.65** feet to a *COMPUTED POINT*; thence with a bearing of **S 04°55'42" E** a distance of **30.69** feet to a *COMPUTED POINT*; thence with a bearing of **S 01°38'37" W** a distance of **29.69** feet to a *COMPUTED POINT*; thence with a bearing of **S 04°32'08" W** a distance of **12.15** feet to a *COMPUTED POINT*; thence with a bearing of **N 78°15'38" W** a distance of **60.48** feet to a *IRON PIPE SET*; thence with a bearing of **N 78°15'38" W** a distance of **361.61** feet to a IRON PIPE FOUND; thence with a bearing of **S 01°09'18" W** a distance of **290.68** feet to a *IRON ROD FOUND*; thence with a bearing of **N 88°08'03" W** a distance of **759.49** feet to a IRON PIPE FOUND; ; which is the Point of beginning, containing approximately 709,705.92 square feet or 16.2926 acres, as shown on a survey entitled “ANNEXATION MAP FOR THE TOWN OF APEX” by Daniel J. Burud, Professional Land Surveyor of Priest Craven and Associates, Inc. dated 11/20/2025.


Annexation #821
Parkside at Bella Casa
Buckhorn Preserve
Kings Grant
Calico Bass Aly
Haw River Trl
Sunfish Aly
Hammocks Beach Trl
Bowfin Aly
Venezia Way
Kokanee Aly
Blue Jay Pt
Baldhead Island Dr
Abruzzo Dr
Bushy Lake Cv
Mt Zion Church Rd
Firenza Dr
Florine Dr
Mavisbank Cir
Rothesay Dr
Milano Ave
Stanlake Dr
Baronial St
Kings Knot Ct
Richardson Rd
Thirlestane Dr
July 2026
June 2026 Aerial
Photography Prepared by: Town of Apex Planning Department
0
400
800
Feet

LINE TABLE FOR TRACTS 1 & 2 AND ANNEXATION

LINE	BEARING	DISTANCE
L1	S29°25'34"E	12.05
L2	S27°36'38"E	28.74
L3	S32°05'39"E	28.07
L4	S34°00'02"E	28.78
L5	S37°36'11"E	29.18
L6	S41°14'19"E	28.49
L7	S43°26'50"E	54.62
L8	S45°53'23"E	54.73
L9	S45°28'43"E	53.19
L10	S44°59'53"E	53.48
L11	S45°10'11"E	26.59
L12	S43°16'07"E	25.82
L13	S39°46'07"E	25.44
L14	S35°33'43"E	24.72
L15	S32°15'36"E	25.41
L16	S26°39'44"E	24.07
L17	S20°21'19"E	23.32
L18	S12°34'16"E	23.56
L19	S04°55'42"E	23.24
L20	S01°38'37"W	24.73
L21	N04°32'08"E	3.05
L22	N39°46'07"W	14.76
L23	N43°16'07"W	28.65
L24	N45°10'11"W	27.50
L25	N44°59'53"W	53.64
L26	N45°28'43"W	53.65
L27	N45°53'23"W	53.67
L28	N43°26'50"W	52.19

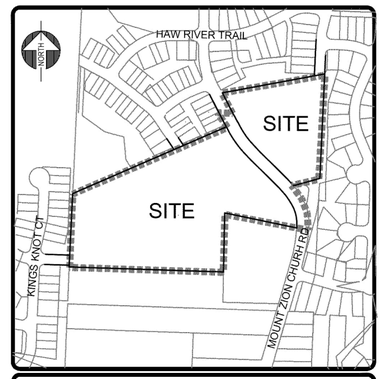
LINE	BEARING	DISTANCE
L29	N41°14'19"W	25.43
L30	N37°36'11"W	25.39
L31	N34°00'02"W	25.89
L32	N32°05'39"W	24.72
L33	N27°36'38"W	26.31
L34	N29°18'23"W	13.26
L35	N28°41'19"W	51.85
L36	N27°09'54"W	104.55
L37	N79°30'09"E	460.35
L38	N79°30'09"E	51.39
L39	N02°48'41"E	8.62
L40	N02°48'41"E	50.00
L41	N02°48'41"E	302.30
L42	N66°29'35"E	313.49
L43	N66°29'35"E	230.03
L44	N66°29'35"E	50.81
L45	N66°29'35"E	230.09
L46	N28°41'19"W	52.65
L47	N27°09'54"W	18.77
L48	N79°30'21"E	62.63
L49	S39°46'07"E	14.72
L50	S35°33'43"E	28.65
L51	S32°15'36"E	30.07
L52	S26°39'44"E	30.31
L53	S20°21'19"E	30.71
L54	S12°34'16"E	31.65
L55	S04°55'42"E	30.69

LINE	BEARING	DISTANCE
L56	S01°38'37"W	29.69
L57	S04°32'08"W	12.15
L58	N78°15'38"W	60.48
L59	N88°08'03"W	278.13
L60	S37°47'29"W	261.76
L61	S37°35'18"W	257.88
L62	S37°39'09"W	268.55
L63	N69°08'28"W	86.69
L64	S43°26'50"E	18.17
L65	N69°08'28"W	123.84
L66	S37°39'09"W	246.25
L67	S37°35'18"W	257.19
L68	S37°47'41"W	240.82
L69	S88°08'03"E	187.16
L70	S02°20'55"W	234.20
L71	S80°00'40"E	133.56
L72	S32°04'42"E	171.36
L73	S46°05'15"E	124.39
L74	N66°30'29"E	38.93
L75	N46°05'15"W	133.18
L76	N32°04'42"W	181.00
L77	N80°00'40"W	120.66
L78	N02°20'55"E	208.20
L79	S43°16'12"E	21.84
L80	S52°38'04"E	109.54
L81	N49°47'04"E	26.74
L82	S40°12'56"E	10.00

LINE	BEARING	DISTANCE
L83	S49°47'04"W	26.74
L84	S27°47'48"E	43.81
L85	N74°13'11"E	6.35
L86	N68°34'21"W	257.44
L87	N69°08'28"W	17.19
L88	N68°34'21"W	165.34
L89	N40°55'59"W	16.61
L90	N26°09'45"W	273.93
L91	N44°59'53"W	11.11
L92	S66°29'35"W	32.49
L93	N88°08'03"W	37.03
L94	N88°08'03"W	30.00

ANNEXATION LEGAL DESCRIPTION

Beginning at a IRON PIPE FOUND having coordinates of N:713838.81, E:2023762.52; thence with a bearing of N 02°48'41" E a distance of 360.92 feet to a IRON PIPE FOUND; thence with a bearing of N 66°29'35" E a distance of 824.42 feet to a IRON PIPE FOUND; thence with a bearing of N 28°41'19" W a distance of 52.65 feet to a COMPUTED POINT; thence with a bearing of N 27°09'54" W a distance of 18.77 feet to a COMPUTED POINT; thence with a bearing of N 79°30'21" E a distance of 62.63 feet to a COMPUTED POINT; thence with a bearing of N 27°09'54" W a distance of 104.55 feet to a IRON PIPE SET; thence with a bearing of N 79°30'09" E a distance of 511.74 feet to a IRON ROD FOUND; thence with a bearing of S 02°38'21" W a distance of 514.71 feet to a IRON PIPE FOUND; thence with a bearing of S 74°13'11" W a distance of 134.17 feet to a IRON PIPE SET; thence with a bearing of S 39°46'07" E a distance of 14.72 feet to a COMPUTED POINT; thence with a bearing of S 35°33'43" E a distance of 28.65 feet to a COMPUTED POINT; thence with a bearing of S 32°15'36" E a distance of 30.07 feet to a COMPUTED POINT; thence with a bearing of S 26°39'44" E a distance of 30.31 feet to a COMPUTED POINT; thence with a bearing of S 20°21'19" E a distance of 30.71 feet to a COMPUTED POINT; thence with a bearing of S 12°34'16" E a distance of 31.65 feet to a COMPUTED POINT; thence with a bearing of S 04°55'42" E a distance of 30.69 feet to a COMPUTED POINT; thence with a bearing of S 01°38'37" W a distance of 29.69 feet to a COMPUTED POINT; thence with a bearing of S 04°32'08" W a distance of 12.15 feet to a COMPUTED POINT; thence with a bearing of N 78°15'38" W a distance of 60.48 feet to a IRON PIPE SET; thence with a bearing of N 78°15'38" W a distance of 361.61 feet to a IRON PIPE FOUND; thence with a bearing of S 01°09'18" W a distance of 290.68 feet to a IRON ROD FOUND; thence with a bearing of N 88°08'03" W a distance of 759.49 feet to a IRON PIPE FOUND; , which is the Point of beginning, containing approximately 709,705.92 square feet or 16.2926 acres, as shown on a survey entitled "ANNEXATION MAP FOR THE TOWN OF APEX" by Daniel J. Burud, Professional Land Surveyor of Paulus, Sokolowski and Sartor Engineering, PC, dated 11/20/2025.



VICINITY MAP

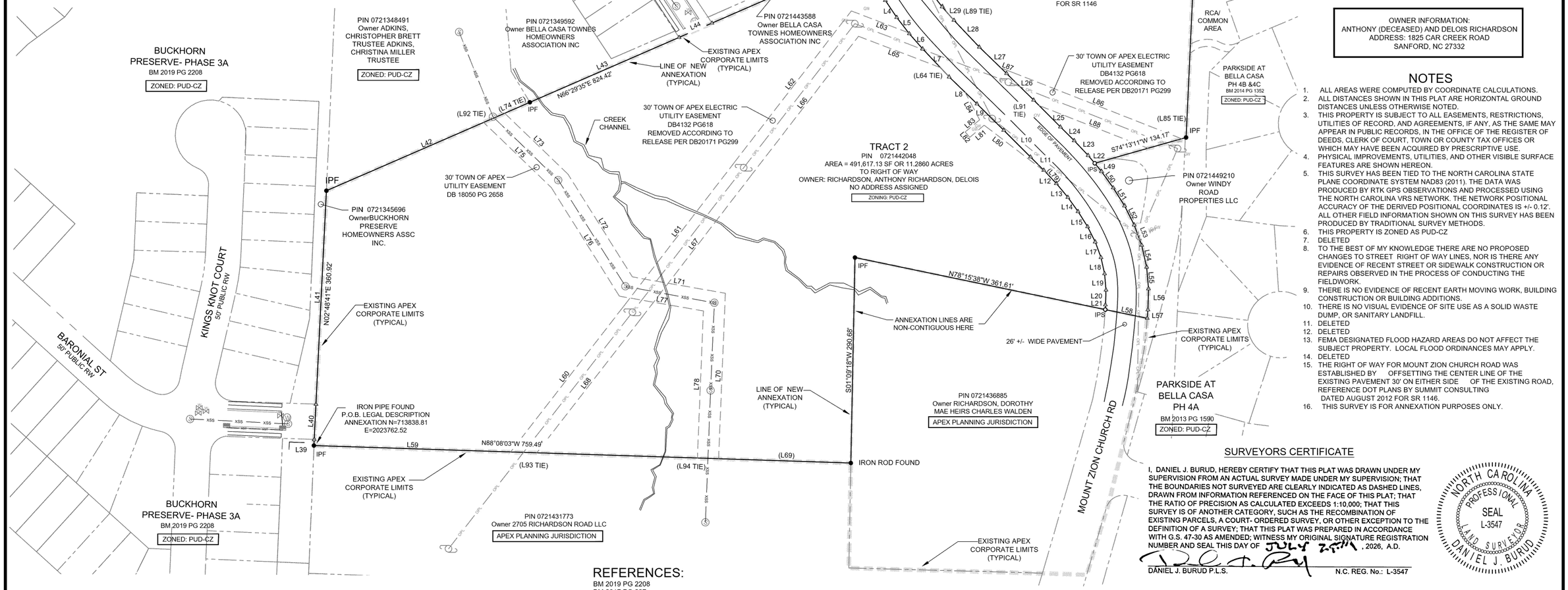
Annexation # _____

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

_____
Allen Coleman, CMC, NCCCC, Town Clerk

-Seal-

NORTH
NAD 83 (2011)



AREAS TO BE ANNEXED

TRACT 1	175,840.87 SF OR 4.0367 ACRES
TRACT 2	491,617.13 SF OR 11.2860 ACRES
MOUNT ZION CHURCH ROAD RIGHT OF WAY	42,247.92 OR 0.9699 ACRES
TOTAL AREA THIS ANNEXATION	709,705.92 SF OR 16.2926 ACRES

OWNER INFORMATION:
ANTHONY (DECEASED) AND DELOIS RICHARDSON
ADDRESS: 1825 CAR CREEK ROAD
SANFORD, NC 27332

NOTES

1. ALL AREAS WERE COMPUTED BY COORDINATE CALCULATIONS.
2. ALL DISTANCES SHOWN IN THIS PLAT ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
3. THIS PROPERTY IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, UTILITIES OF RECORD, AND AGREEMENTS, IF ANY, AS THE SAME MAY APPEAR IN PUBLIC RECORDS, IN THE OFFICE OF THE REGISTER OF DEEDS, CLERK OF COURT, TOWN OR COUNTY TAX OFFICES OR WHICH MAY HAVE BEEN ACQUIRED BY PRESCRIPTIVE USE.
4. PHYSICAL IMPROVEMENTS, UTILITIES, AND OTHER VISIBLE SURFACE FEATURES ARE SHOWN HEREON.
5. THIS SURVEY HAS BEEN TIED TO THE NORTH CAROLINA STATE PLANE COORDINATE SYSTEM NAD83 (2011). THE DATA WAS PRODUCED BY RTK GPS OBSERVATIONS AND PROCESSED USING THE NORTH CAROLINA VRS NETWORK. THE NETWORK POSITIONAL ACCURACY OF THE DERIVED POSITIONAL COORDINATES IS +/- 0.12'. ALL OTHER FIELD INFORMATION SHOWN ON THIS SURVEY HAS BEEN PRODUCED BY TRADITIONAL SURVEY METHODS.
6. THIS PROPERTY IS ZONED AS PUD-CZ
7. DELETED
8. TO THE BEST OF MY KNOWLEDGE THERE ARE NO PROPOSED CHANGES TO STREET RIGHT OF WAY LINES, NOR IS THERE ANY EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
9. THERE IS NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS.
10. THERE IS NO VISUAL EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, OR SANITARY LANDFILL.
11. DELETED
12. DELETED
13. FEMA DESIGNATED FLOOD HAZARD AREAS DO NOT AFFECT THE SUBJECT PROPERTY. LOCAL FLOOD ORDINANCES MAY APPLY.
14. DELETED
15. THE RIGHT OF WAY FOR MOUNT ZION CHURCH ROAD WAS ESTABLISHED BY OFFSETTING THE CENTER LINE OF THE EXISTING PAVEMENT 30' ON EITHER SIDE OF THE EXISTING ROAD, REFERENCE DOT PLANS BY SUMMIT CONSULTING DATED AUGUST 2012 FOR SR 1146.
16. THIS SURVEY IS FOR ANNEXATION PURPOSES ONLY.

SURVEYORS CERTIFICATE

I, DANIEL J. BURUD, HEREBY CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DASHED LINES, DRAWN FROM INFORMATION REFERENCED ON THE FACE OF THIS PLAT; THAT THE RATIO OF PRECISION AS CALCULATED EXCEEDS 1:10,000; THAT THIS SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT- ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF A SURVEY; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED; WITNESS MY ORIGINAL SIGNATURE REGISTRATION NUMBER AND SEAL THIS DAY OF JULY 27TH, 2026, A.D.

DANIEL J. BURUD P.L.S. N.C. REG. No.: L-3547

NORTH CAROLINA PROFESSIONAL SEAL L-3547 LAND SURVEYOR DANIEL J. BURUD

REFERENCES:

BM 2019 PG 2208
BM 2017 PG 227
BM 2015 PG 1992
BM 2015 1237
BM 2014 PG 1352
BM 2013 PG 1590
BM 2003 PG 77
BM 2000 PG 2192

LEGEND

PROPERTY LINE
EASEMENT
ADJOINER (NOT SURVEYED)
OVERHEAD POWER
ANNEXATION LINE

WATER LINE MANHOLE
WATER VALVE
UTILITY POLE
CABLE PEDESTAL
FES
GW GUY WIRE
FO FIBER OPTIC
FOV FIBER OPTIC VAULT
GM GAS METER
SANITARY SEWER MANHOLE
PROPERTY CORNER FOUND
COMPUTED POINT
CONTROL CORNER
IRON PIPE SET
IPF IRON PIPE FOUND
IPS IRON PIPE SET
CV COMMUNICATIONS VAULT
CATCH BASIN

200 100 50 0 100 300
GRAPHIC SCALE
1" = 100'

REVISIONS:	
TOWN COMMENTS	12/19/2025
MYLAR SUBMITTAL	7/24/2026

ANNEXATION MAP FOR THE TOWN OF APEX

PAULUS, SOKOLOWSKI AND SARTOR ENGINEERING, PC.
6404 FALLS OF NEUSE ROAD
SUITE 201
RALEIGH, NC 27615
PHONE: (919) 781-0300
LICENSE NO: C-2257

COUNTY: WAKE STATE: NORTH CAROLINA TOWNSHIP: BUCKHORN
OWNER: RICHARDSON, ANTHONY (DECEASED) RICHARDSON, DELOIS
SURVEYED BY: JF DRAWN BY : JD
DATE: 11/20/25
COUNTY P.I.N.(S) 0721448562 & 0721442048
CHECK & CLOSURE BY: DJB
DRAWING NO. 2025-13
DRAWING NAME ASHBURN ANNEXATION MAP 072426.DWG

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 #:	821	Submittal Date:	12/1/25
Fee Paid	$ 300.00	Check #	6863

TO THE TOWN COUNCIL APEX, NORTH CAROLINA

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

OWNER INFORMATION

Anthony (deceased) and Delois Richardson	0721448562
Owner Name (Please Print)	Property PIN or Deed Book & Page #
919 266-4500	George@hamrick-galanis.com
Phone	E-mail Address
Anthony (deceased) and Delois Richardson	0721442048
Owner Name (Please Print)	Property PIN or Deed Book & Page #
919 266-4500	George@hamrick-galanis.com
Phone	E-mail Address
Owner Name (Please Print)	Property PIN or Deed Book & Page #
Phone	E-mail Address

SURVEYOR INFORMATION

Surveyor: Priest, Craven & Associates, Inc. atten. Jody Deuel

Phone: 919 781-0300 Fax: 919 782-1288

E-mail Address: jdeuel@priestcraven.com pca@priestcraven.com

ANNEXATION SUMMARY CHART

Property Information		Reason(s) for annexation (select all that apply)	
Total Acreage to be annexed:	16.29	Need water service due to well failure	☐
Population of acreage to be annexed:	2	Need sewer service due to septic system failure	☐
Existing # of housing units:	1	Water service (new construction)	☑
Proposed # of housing units:	72	Sewer service (new construction)	☑
Zoning District*:	PUD-CZ	Receive Town Services	☑

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

PETITION FOR VOLUNTARY ANNEXATION

Application #: 821 Submittal Date: 12-1-2025

COMPLETE IF SIGNED BY INDIVIDUALS:

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

George N. Hamrick, Commissioner — Please Print
Lewis N Hamrick Commissioner — Signature

Please Print — Signature

Please Print — Signature

Please Print — Signature

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, the undersigned, a Notary Public for the above State and County, this the 10 day of November, 20 25.

SEAL — AMANDA M SIMPSON NOTARY PUBLIC WAKE COUNTY, NC

Amanda M Simpson
Notary Public

My Commission Expires: 8/24/2030

COMPLETE IF A CORPORATION:

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

Corporate Name _____

SEAL

By: _____
President (Signature)

Attest:

_____
Secretary (Signature)

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

_____
Notary Public

SEAL

My Commission Expires: _____

PETITION FOR VOLUNTARY ANNEXATION

Application #: _____ Submittal Date: _____

COMPLETE IF IN A LIMITED LIABILITY COMPANY

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

Name of Limited Liability Company _____

By: _____
Signature of Member/Manager

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

_____
Notary Public

SEAL

My Commission Expires: _____

COMPLETE IF IN A PARTNERSHIP

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

Name of Partnership _____

By: _____
Signature of General Partner

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

_____
Notary Public

SEAL

My Commission Expires: _____

ORD -2025-077

STATEMENT OF TOWN COUNCIL AND ORDINANCE AMENDING THE OFFICIAL ZONING DISTRICT MAP OF THE TOWN OF APEX TO CHANGE THE ZONING OF APPROXIMATELY 15.3 ACRES LOCATED AT 0 & 0 MT. ZION CHURCH RD FROM RURAL RESIDENTIAL (RR) TO PLANNED UNIT DEVELOPMENT-CONDITIONAL ZONING (PUD-CZ)

#24CZ10

WHEREAS, Ashburn Development, applicant (the "Applicant"), submitted a completed application for a conditional zoning on June 1, 2024 (the "Application"). The proposed conditional zoning is designated #24CZ10;

WHEREAS, the Planning Director for the Town of Apex, Dianne Khin, caused proper notice to be given (by publication and posting) of a public hearing on #24CZ10 before the Planning Board on the July 14, 2025;

WHEREAS, the Apex Planning Board held a public hearing on the July 14, 2025, gathered facts, received public comments and formulated a recommendation regarding the application for conditional zoning #24CZ10. A motion was made by the Apex Planning Board to recommend approval; the motion passed unanimously for the application for #24CZ10;

WHEREAS, pursuant to N.C.G.S. §160D-601 and Sec. 2.2.11.E of the Unified Development Ordinance, the Planning Director caused proper notice to be given (by publication and posting), of a public hearing on #24CZ10 before the Apex Town Council on August 12, 2025;

WHEREAS, the Apex Town Council held a public hearing on the August 12, 2025. Joshua Killian, Planner II, presented the Planning Board's recommendation at the public hearing;

WHEREAS, all persons who desired to present information relevant to the application for #24CZ10 were allowed to present evidence at the public hearing before the Apex Town Council. No one who wanted to speak was turned away;

WHEREAS, the Apex Town Council finds that the approval of the rezoning is consistent with the 2045 Land Use Plan and other adopted plans in that: The 2045 Land Use Map designates this area as Medium Density Residential. This designation on the 2045 Land Use Map includes the zoning district Planned Unit Development-Conditional Zoning (PUD-CZ) and the Apex Town Council has further considered that the proposed rezoning to Planned Unit Development-Conditional Zoning (PUD-CZ) will maintain the character and appearance of the area and provide the flexibility to accommodate the growth in population, economy, and infrastructure consistent with that contemplated by the 2045 Land Use Map;

WHEREAS, the Apex Town Council finds that the approval of the rezoning is reasonable and in the public interest in that: The rezoning will permit a variety of housing types as an infill development, utilizing existing street stubs to provide additional vehicular and pedestrian ingress and egress to the existing residential developments; and

WHEREAS, the Apex Town Council by a vote of 5 to 0 approved #24CZ10 rezoning the subject tract located at 0 & 0 Mt. Zion Church Rd from Rural Residential (RR) to Planned Unit Development-Conditional Zoning (PUD-CZ).

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

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

Section 2: The Town of Apex Unified Development Ordinance, including the Town of Apex North Carolina Official Zoning District Map which is a part of said Ordinance, is hereby amended by changing the zoning classification of the "Rezoned Lands" from Rural Residential (RR) to Planned Unit Development-Conditional Zoning (PUD-CZ) District, subject to the conditions stated herein.

Ordinance Amending the Official Zoning District Map #24CZ10

Section 3: The Planning Director is hereby authorized and directed to cause the said Official Zoning District Map for the Town of Apex, North Carolina, to be physically revised and amended to reflect the zoning changes ordained by this Ordinance.

Section 4: The "Rezoned Lands" are subject to the conditions in Attachment "B" Ashburn PUD which were imposed as part of this rezoning.

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

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

Motion by Council Member Gray

Seconded by Council Member Zegerman

With 5 Council Member(s) voting "aye."

With 0 Council Member(s) voting "no."

This the 13th day of November 2025.

TOWN OF APEX

Jacques K. Gilbert
Mayor

ATTEST:

Allen Coleman, CMC, NCCCC
Town Clerk

APPROVED AS TO FORM:

Town Attorney

Legal Description TRACT 1

Beginning at a CONTROL CORNER IRON PIPE SET having coordinates of **N:714695.43, E:2024516.24**; thence with a bearing of **N 79°30'09" E** a distance of **511.74** feet to a IRON ROD FOUND; thence with a bearing of **S 02°38'21" W** a distance of **514.71** feet to a IRON PIPE FOUND; thence with a bearing of **S 74°13'11" W** a distance of **134.17** feet to a IRON PIPE SET; thence and along the Eastern Right of Way of Mount Zion Church Road with a bearing of **N 39°46'07" W** a distance of **14.76** feet to a COMPUTED POINT; thence with a bearing of **N 43°16'07" W** a distance of **28.65** feet to a COMPUTED POINT; thence with a bearing of **N 45°10'11" W** a distance of **27.50** feet to a COMPUTED POINT; thence with a bearing of **N 44°59'53" W** a distance of **53.64** feet to a COMPUTED POINT; thence with a bearing of **N 45°28'43" W** a distance of **53.65** feet to a COMPUTED POINT; thence with a bearing of **N 45°53'23" W** a distance of **53.67** feet to a COMPUTED POINT; thence with a bearing of **N 43°26'50" W** a distance of **52.19** feet to a COMPUTED POINT; thence with a bearing of **N 41°14'19" W** a distance of **25.43** feet to a COMPUTED POINT; thence with a bearing of **N 37°36'11" W** a distance of **25.39** feet to a COMPUTED POINT; thence with a bearing of **N 34°00'02" W** a distance of **25.89** feet to a COMPUTED POINT; thence with a bearing of **N 32°05'39" W** a distance of **24.72** feet to a COMPUTED POINT; thence with a bearing of **N 27°36'38" W** a distance of **26.31** feet to a COMPUTED POINT; thence with a bearing of **N 29°18'23" W** a distance of **13.26** feet to a COMPUTED POINT; thence with a bearing of **N 28°41'19" W** a distance of **51.85** feet to a COMPUTED POINT; thence with a bearing of **N 27°09'54" W** a distance of **104.55** feet to a IRON PIPE SET; which is the Point of beginning, containing approximately 175,840.87 square feet or 4.0367 acres, as shown on a survey entitled " Boundary Survey For Ashburn Development, LLC " by Daniel J. Burud, Professional Land Surveyor of Priest Craven and Associates, Inc. dated 10/18/2022.

Legal Description TRACT 2

COMMENCING at a IRON PIPE FOUND having coordinates of **N:713838.8111, E:2023762.5241E**; thence with a bearing of **N 02°48'41" E** a distance of **360.92** feet to a IRON PIPE FOUND; thence with a bearing of **N 66°29'35" E** a distance of **824.42** feet to a IRON PIPE FOUND; thence and along the Western Right of Way of Mount Zion Church Road with a bearing of **S 29°25'34" E** a distance of **12.05** feet to a COMPUTED POINT; thence with a bearing of **S 27°36'38" E** a distance of **28.74** feet to a COMPUTED POINT; thence with a bearing of **S 32°05'39" E** a distance of **28.07** feet to a COMPUTED POINT; thence with a bearing of **S 34°00'02" E** a distance of **28.78** feet to a COMPUTED POINT; thence with a bearing of **S 37°36'11" E** a distance of **29.18** feet to a COMPUTED POINT; thence with a bearing of **S 41°14'19" E** a distance of **28.49** feet to a COMPUTED POINT; thence with a bearing of **S 43°26'50" E** a distance of **54.62** feet to a COMPUTED POINT; thence with a bearing of **S 45°53'23" E** a distance of **54.73** feet to a COMPUTED POINT; thence with a bearing of **S 45°28'43" E** a distance of **53.19** feet to a COMPUTED POINT; thence with a bearing of **S 44°59'53" E** a distance of **53.48** feet to a COMPUTED POINT; thence with a bearing of **S 45°10'11" E** a distance of **26.59** feet to a COMPUTED POINT; thence with a bearing of **S 43°16'07" E** a distance of **25.82** feet to a COMPUTED POINT; thence with a bearing of **S 39°46'07" E** a distance of **25.44** feet to a COMPUTED POINT; thence with a bearing of **S 35°33'43" E** a distance of **24.72** feet to a COMPUTED POINT; thence with a bearing of **S 32°15'36" E** a distance of **25.41** feet to a COMPUTED POINT; thence with a bearing of **S 26°39'44" E** a distance of **24.07** feet to a COMPUTED POINT; thence with a bearing of **S 20°21'19" E** a distance of **23.32** feet to a COMPUTED POINT; thence with a bearing of **S 12°34'16" E** a distance of **23.56** feet to a COMPUTED POINT; thence with a bearing of **S 04°55'42" E** a distance of **23.24** feet to a COMPUTED POINT; thence with a bearing of **S 01°38'37" W** a distance of **24.73** feet to a COMPUTED POINT; thence with a bearing of **S 04°32'08" W** a distance of **3.05** feet to a IRON PIPE SET; thence with a bearing of **N 78°15'38" W** a distance of **361.61** feet to a IRON PIPE FOUND; thence with a bearing of **S 01°09'18" W** a distance of **290.68** feet to a IRON ROD FOUND; thence with a bearing of **N 88°08'03" W** a distance of **759.49** feet to a IRON PIPE FOUND; which is the Point of Beginning, containing approximately 491,617.13 square feet or 11.2860 acres, as shown on a survey entitled "Boundary Survey For Ashburn Development, LLC " by Daniel J. Burud, Professional Land Surveyor of Priest Craven and Associates, Inc. dated 10/18/2022.

Attachment B

ASHBURN

PROPOSED PLANNED UNIT DEVELOPMENT
APEX, NORTH CAROLINA

ORIGINAL SUBMITTAL JUNE 3,2024

V.2 - FEBRUARY 7, 2025, V.3 - MARCH 7, 2025, V.4 - APRIL 4, 2025,
V.5 - MAY 2, 2025, V.6 - JUNE 6, 2025, V.7 - SEPTEMBER 15, 2025
V.8 - OCTOBER 21, 2025



Developer/Applicant/Authorized Agent:
Ashburn Development LLC
933 Old Knight Road, Knightdale N. Carolina
(919) 422-3933 - Mike Jordan - Mike.Jordan@jvmgmt.net

Master Planning:
Entitlement Preservation Group
275 North Pea Ridge Road, Pittsboro N. Carolina
(919) 625-9760

Engineering/Surveying
Priest Craven and Associates Inc
3803 B Computer Drive Suite 104, Raleigh N. Carolina
(919) 919-781-0300 PCA@PriestCraven.com Firm#: C-0488

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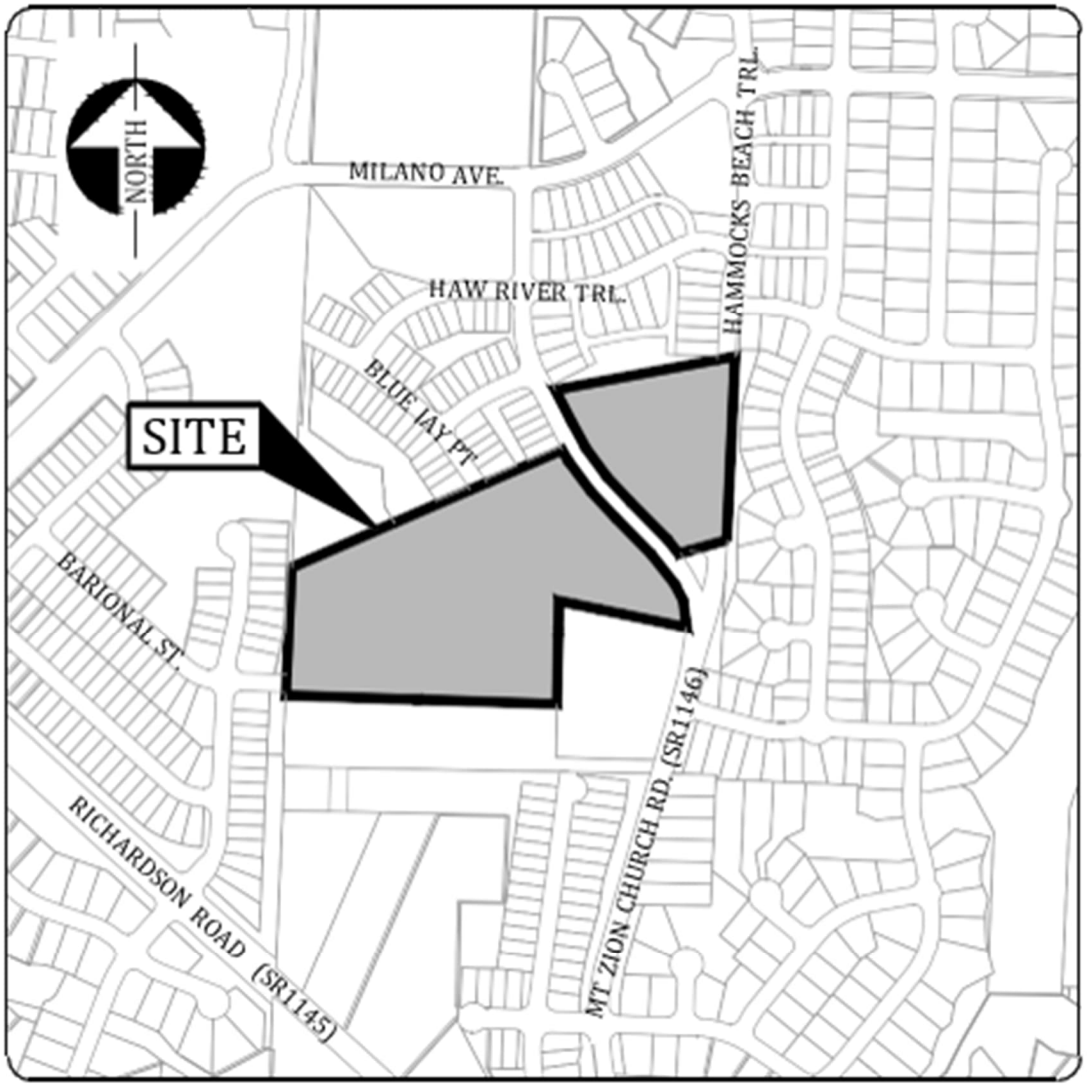
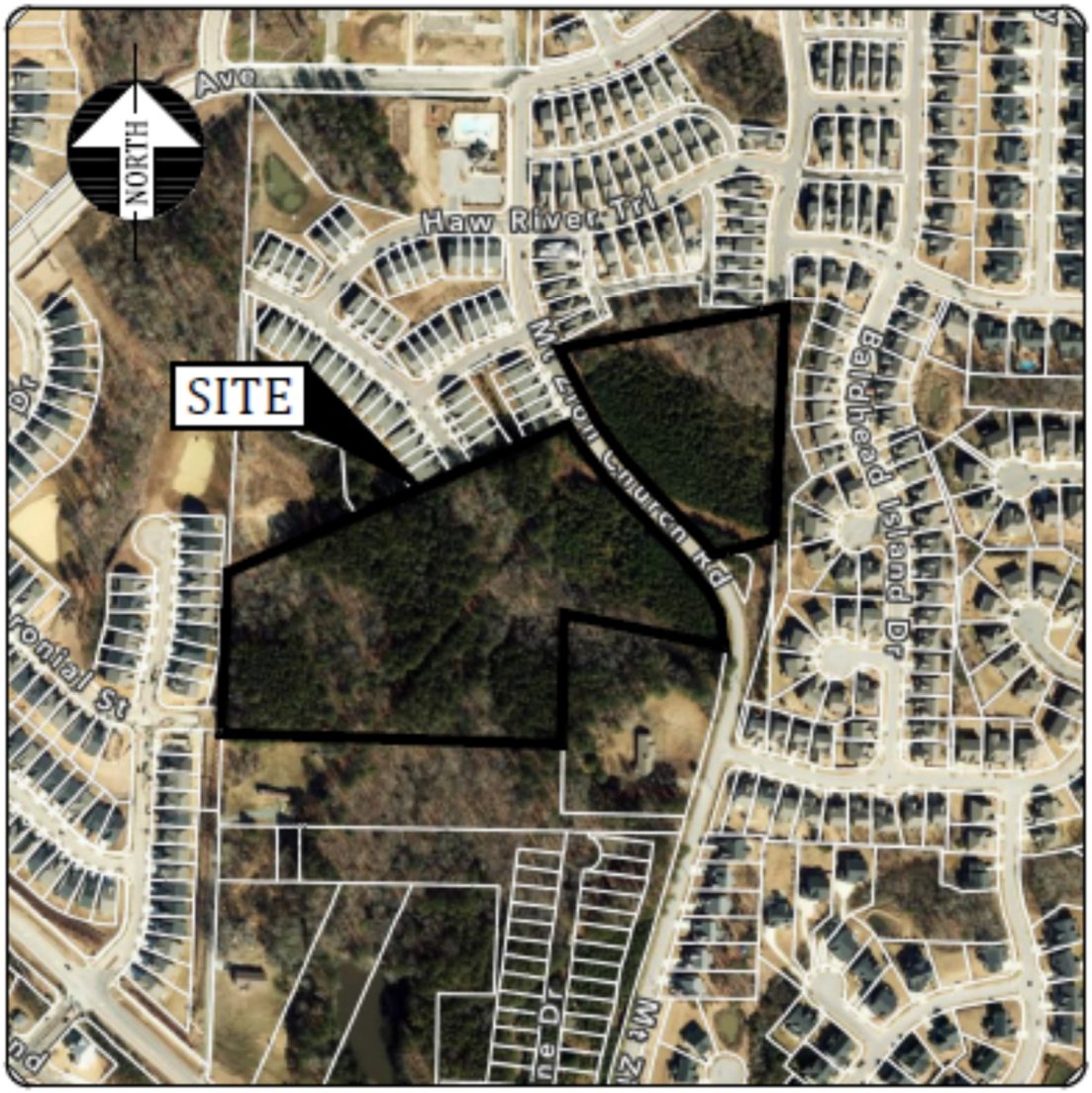
2.0 Vicinity Maps



VICINITY MAP



AERIAL MAP

3.0 Overall PUD Data

Name of PUD	Ashburn
Property Owners	Anthony and Delois Richardson 1825 Car Creek Road Sanford, NC 27332
Prepared by	Entitlement Preservation Group 275 North Pea Ridge Road Pittsboro, N. Carolina 27312 919-625-9760 Priest Craven and Associates Inc 3803 Computer Drive Suite 104 Raleigh, N. Carolina 27609 919-781-0300 PCA@PriestCraven.com
Developer	Ashburn Development LLC 933 Old Knight Road, Knightdale N. Carolina (919) 422-3933 Mike.Jordan@jvmgmt.net
2045 LUM Designation	Medium Density Residential
Total Acreage	15.3
Area designated Mixed Use on LUM	none
Proposed Building Heights	Max 42 ft. Single Family Detached Max 45 ft. Townhomes
Watershed Protection Overlay	Primary, Jordan Lake Basin
Current Zoning	Rural Residential (RR)
Proposed Zoning	Planned Unit Development (PUD-CZ)
Site Address	0 Mt. Zion Church Road (both tracts)
Property Identification Number	0721448562 and 0721442048

4.0 Purpose Statement and PUD Standards

This document and the accompanying exhibits submitted herewith (collectively, the "PUD") are provided pursuant to the Town of Apex Unified Development Ordinance ("UDO") Planned Unit Development provisions. This PUD addresses the development of approximately 15.3 acres on Mt. Zion Church Road, near the intersection of Mt. Zion Church Road and Milano Avenue. The Properties are currently vacant.

Ashburn is a proposed Planned Unit Development in the Buckhorn Township in Apex, N. Carolina.

The tracts are surrounded on three sides by the existing Bella Casa and Buckhorn Preserve subdivisions that were constructed over the last 10 years and existing rural properties to the South. Currently, both Bella Casa and Buckhorn Preserve have a combination of townhomes and alley-loaded, single-family detached style lots.

The goals of the PUD, in return for greater flexibility in site design requirements, are to deliver exceptional quality community designs that preserve critical environmental resources; provide high-quality community amenities; incorporate creative design in the layout of buildings, Resource Conservation Area, and circulation; ensure compatibility with surrounding land uses and neighborhood character; provide high-quality architecture; and provide greater efficiency in the layout and provision of roads, utilities, and other infrastructure.

Ashburn PUD will have both single-family detached, alley-loaded and townhomes in the community, it is designed to respect environmental features, extend existing development styles and have a well-connected pedestrian network. The PUD will match the density envisioned by the Medium Density Residential Land Use Map ("LUM") designation and will be generally consistent with the Apex Comprehensive Plan's ("Peak Plan") goals for accommodating a mix of housing types to serve the Town's growing and increasingly diverse population, as well as a well-connected pedestrian network, and protection of environmental and natural resources.

CONSISTENCY WITH PLANNED UNIT DEVELOPMENT STANDARDS

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

RESPONSE: The uses permitted within The Ashburn PUD are permitted within this designation in UDO Section 4.2.2 Use Table.

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

RESPONSE: The Ashburn PUD will have both residential single-family detached and townhomes in the community. It is not shown as a mixed-use designation on the 2045 LUM.

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

RESPONSE: This PUD specifies intensity and dimensional standards for the PUD. The PUD's standards, which includes multiple pedestrian connections are consistent with the UDO's vision for Planned Unit Developments – to provide site specific, high-quality neighborhoods that preserve natural features and exhibit compatibility with, and connectivity to, surrounding land uses. Except as specifically stated in this PUD, Ashburn will comply with all other requirements of the UDO and will comply with all applicable requirements of the North Carolina Building Code and the North Carolina Fire Code. The proposed PUD will comply with all applicable Supplemental Use Standards in UDO Section 4.4.

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

RESPONSE: Ashburn PUD will feature sidewalks throughout. Sidewalks will connect the PUD and the adjacent Bella Casa and Buckhorn Preserve neighborhoods improving pedestrian connectivity.

Specifically:
Transportation Plan, the proposed PUD street network, will require an amendment to the current Transportation Plan. Hammocks Beach Trail and Baronial Street extensions will now intersect Mt. Zion Church Road with a small roundabout as specified by the Town Staff.

Parks Plan, the PUD is not part of the current New Park Search Area, meaning the developers of the PUD will pay a fee-in-lieu for local improvements.

Greenway Plan, does not designate any extensions in the area; however, as part of the Transportation amendment, the cross section of Hammocks Beach Trail within the PUD will now include a ten-foot wide pedestrian path.

(v) The design of development in the PD Plan for PUD-CZ results in land use patterns that promote and expand opportunities for walkability, connectivity, public transportation, and an efficient compact network of streets. Cul-de-sacs shall be avoided unless the design of the subdivision and the existing or proposed street system in the surrounding area indicate that a through street is

not essential in the location of the proposed cul-de-sac, or where sensitive environmental areas such as streams, floodplains, and wetlands would be substantially disturbed by making road connections.

RESPONSE: The proposed street layout has been designed to enhance pedestrian and vehicular connectivity while protecting as much sensitive environmental features possible and being mindful of existing residential development. Generally, the Development will extend three existing streets: Hammocks Beach Trail, Blue Jay Point and Baronial Street and adding two direct connections to Mt. Zion Church Road. The Development will also provide a stub street to the southern property line.

(vi) The development proposed in the PD Plan for PUD-CZ is compatible with the character of surrounding land uses and maintains and enhances the value of surrounding properties.

RESPONSE: The proposed development is compatible with the character of the existing and planned uses in the surrounding area. This PUD is surrounded by single-family lots, single family lots that are alley loaded and townhomes. This PUD will extend existing alley-loaded lots from Bella Casa and extend existing townhome areas from Buckhorn Preserve.
Ashburn PUD will provide high quality housing supply to the Town and improve overall pedestrian connectivity in the area. The proposed overall maximum density of 4.8 units/acre, together with the offered architectural conditions, will ensure the PUD is compatible with existing neighborhoods in the area.

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

RESPONSE: Ashburn PUD will feature high quality and thoughtful design. Architectural standards, design controls, and conceptual elevations are included in this PUD.

5.0 Consistency with Conditional Zoning Standards

Ashburn PUD is consistent with the conditional zoning standards set forth in UDO Section 2.3.3.F.1-10. See the accompanying PUD-CZ Application for the statements of consistency addressing each standard.

6.0 Proposed Design Controls

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

Residential Uses	
Single-Family	Permitted
Townhomes	Permitted
Accessory Apts.	
HOA shall not restrict the construction of ADU	Permitted
Recreational	
Parks, active	Permitted
Recreational, private facility	Permitted
Utilities	
Minor	Permitted

OVERALL

Total Project Area	15.3 Acres
Maximum Built-Upon Area	70%
Maximum Residential Units	74
Maximum Residential Density and Buffers)	4.8 Dwelling Units /AC (incl. RCA, ROW

SINGLE-FAMILY

Minimum Lot Size	3800 SQ. FT.
Minimum Lot Width	30 FT.
Minimum Lot Setbacks	
Front	10 FT.
Corner	8 FT.
Side	3 FT.
Rear	20 FT.
Rear Detached Garage	5 FT. from alley easement
Maximum Building Height	42 FT.
RCA	1.41 AC (35%)

TOWNHOME

Minimum Lot Size	1800 SQ. FT.
Minimum Lot Width	20 FT.
Minimum Lot Setbacks	
Front	20 FT.
Corner	12 FT.
Side	0 FT.
Rear	15 FT.
Min. Building Separation	8 FT.
Maximum Building Height	Up to 45 FT. from FFE to highest peak
RCA	3.39 AC (30%)
Minimum Buffer/RCA Setback	10 FT. buildings, 5FT. parking areas

7.0 Proposed Architectural Controls

Townhomes

1. Vinyl siding is not permitted; however, vinyl windows, decorative elements and trim are permitted.

2. The roofline cannot be a single mass; it shall be broken horizontally and vertically between, at a minimum, every other unit.

3. Garage doors shall have windows, decorative details or carriage-style adornments on them.

4. House entrances for units with front-facing single-car garages shall have a prominent covered porch/stoop area leading to the front door.

5. The garage cannot protrude more than 2 feet out from the front façade or front porch.

6. The visible side of a townhome on a corner lot facing the public street shall contain at least 3 decorative elements such as, but not limited to, the following elements:

- Windows
- Bay window
- Recessed window
- Decorative window
- Trim around the windows
- Wrap around porch or side porch
- Two or more building materials
- Decorative brick/stone
- Decorative trim
- Decorative shake
- Decorative air vents on gable
- Decorative gable
- Decorative cornice
- Column
- Portico
- Balcony
- Dormer

7. Building front facades shall have horizontal relief achieved by the use of recesses and projections.

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 complementing the siding color.

9. The rear and side elevations of the units that front on the public right-of-way shall have trim around the windows.

Single-Family Detached

1. Vinyl siding is not permitted; however, vinyl windows, decorative elements and trim are permitted.

2. The roof shall be pitched at 5:12 or greater for 50% of the building designs.

3. Eaves shall project at least 12 inches from the wall of the structure.

4. Garage doors shall have windows, decorative details or carriage-style adornments on them.

5. The garage, if used, shall be accessed by a rear alley, regardless whether it is attached or detached.

6. Garages, if used, will front and be limited to access to public rear alleys.

7. The visible side of a home on a corner lot facing the public street shall contain at least 3 decorative elements such as, but not limited to, the following elements:
   - Windows
   - Bay window
   - Recessed window
   - Decorative window
   - Trim around the windows
   - Wrap around porch or side porch
   - Two or more building materials
   - Decorative brick/stone
   - Decorative trim
   - Decorative shake
   - Decorative air vents on gable
   - Decorative gable
   - Decorative cornice
   - Column
   - Portico
   - Balcony
   - Dormer

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 complementing the siding color.

9. The rear and side elevations of the units that front on public right-of-way shall have trim around the windows.

8.0 Affordable Housing

Prior to recording the first Master Subdivision Final Plat, the developer shall make a donation to the Town of Apex Affordable Housing Fund in the amount equal to 10% of the total number of units at a rate of $218,000.00 per unit. If the 10% of total units calculation results in a fraction between 0.50 and 0.99, the total units shall be rounded up to the nearest whole number. If the 10% of total units calculation results in a fraction between 0.01 and 0.49, the units shall be rounded down to the nearest whole number.

9.0 Conceptual Building Elevations

While building elevations are conceptual, actual elevations shall be substantially consistent with those provided.

Townhomes

























Single-Family Detached







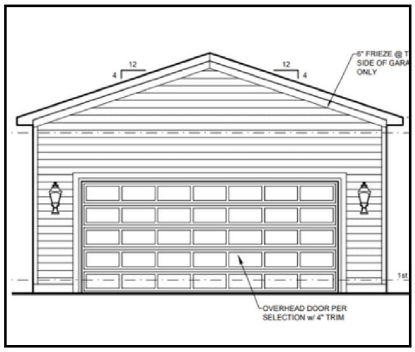




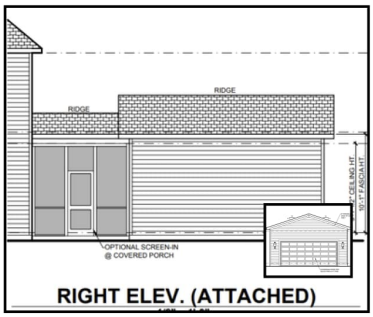


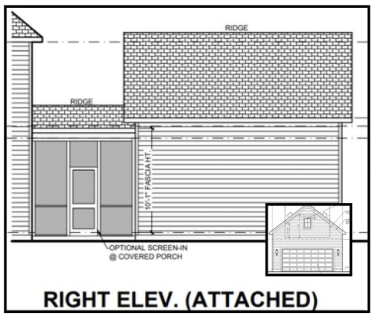
Detached Garage Units



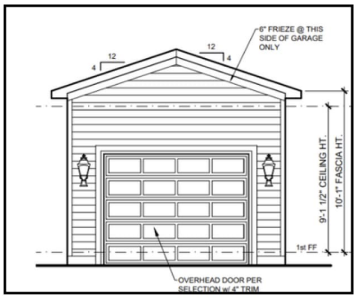

OVERHEAD DOOR PER
SELECTION w/ 4" TRIM

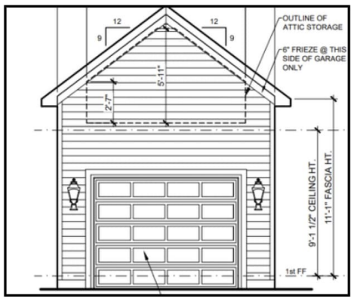

OVERHEAD DOOR PER

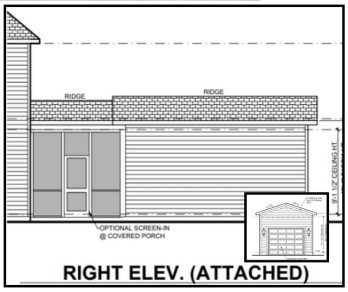

RIDGE
RIDGE
OPTIONAL SCREEN-IN
@ COVERED PORCH
RIGHT ELEV. (ATTACHED)

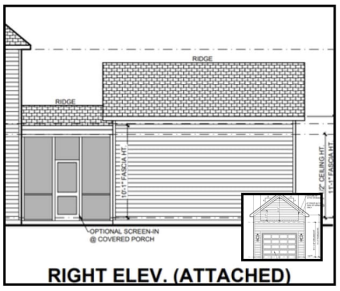

RIDGE
RIDGE
OPTIONAL SCREEN-IN
@ COVERED PORCH
RIGHT ELEV. (ATTACHED)




6" FRIEZE @ THIS
SIDE OF GARAGE
ONLY
9'-1 1/2" CEILING HT.
10'-1" FASCIA HT.
1st FF
OVERHEAD DOOR PER
SELECTION w/ 4" TRIM


OUTLINE OF
ATTIC STORAGE
6" FRIEZE @ THIS
SIDE OF GARAGE
ONLY
9'-1 1/2" CEILING HT.
11'-1" FASCIA HT.
1st FF


RIDGE
RIDGE
OPTIONAL SCREEN-IN
@ COVERED PORCH
RIGHT ELEV. (ATTACHED)


RIDGE
RIDGE
OPTIONAL SCREEN-IN
@ COVERED PORCH
RIGHT ELEV. (ATTACHED)

10.0 Proposed Parking

Parking shall comply with minimum parking standards set forth in UDO Section 8.3.

11.0 Proposed Signage

Signage shall comply with UDO Section 8.7.

In addition, the PUD shall install at least one (1) sign per SCM discouraging the use of fertilizer and to reduce pet waste near SCM drainage areas. The sign(s) shall be installed in locations that are publicly accessible, such as adjacent to, but outside of public property and/or public easement(s), sidewalks, or side paths.

12.0 Natural Resource and Environmental Data

The Property is within the Jordan Lake Watershed, and Primary Watershed Protection Overlay District as shown on the Town of Apex Watershed Protection Overlay Map 2019. This PUD will comply with all built upon area, vegetated conveyances, structural SCMs and riparian stream buffer requirements of UDO Section 6.1.8.

RESOURCE CONSERVATION AREA (RCA)
The PUD will be mass graded, it shall designate a minimum of 30% of the Property as RCA on the townhome portion of the PUD and 35% on the single-family portion.

FLOODPLAIN
The PUD is not located in a designated current or future 100-year floodplain as shown on the Town of Apex's Flood Risk Information System (FRIS) or FEMA FIRM Panel 3720072100K with an effective date of July 19, 2022.

HISTORIC STRUCTURES
There are no known historic structures present on the Property.

ENVIRONMENTAL COMMITMENTS SUMMARY

The following environmental conditions shall apply to the Development:

- The PUD shall install at least one (1) sign per SCM discouraging the use of fertilizer and to reduce pet waste near SCM drainage areas. The sign(s) shall be installed in locations that are publicly accessible, such as adjacent to, but outside of public property and/or public easement(s), sidewalks, or side paths.

- The PUD shall install at least three (3) pet waste stations units throughout the community in locations that are publicly accessible, such as adjacent to amenity centers, SCMs, sidewalks, greenways or side paths.
- The PUD shall plant drought resistant warm season grasses throughout the development to minimize irrigation and chemical use.
- Stormwater control devices shall be designed and constructed so that post development peak runoff does not exceed pre-development peak runoff conditions for the 24-hour, 1 year, 10 year, and 25-year storm events.
- Landscaping shall include at least four (4) native hardwood tree species throughout the Development.
- No clearing or land disturbance shall be permitted within the riparian buffer, except the minimum necessary to install required road crossings, utility infrastructure, and SCM outlets. The SCM water storage and treatment area shall not be permitted within the riparian buffer. The grading shall be designed to minimize impacts to the riparian buffer.
- Any outdoor lighting installed on private amenities, signs, landscaping, walls, or fences in common areas shall be full cutoff LED fixtures with a maximum color temperature of 3000k. This condition shall not apply to lighting on Single-family lots, Townhome lots, or street lighting.
- At least 75% of plants shall be native species. Landscaping will be coordinated with and approved by the Planning Department at site or subdivision review.
- The PUD shall preserve at least 15% of existing tree canopy.
- At least 50% of the total units shall include solar conduit in building design.
- The developer shall install at least 2 electric vehicle charging stations in common area parking lots.
- All homes shall have a 220/240 outlet in garages for electric vehicle charging.
- In order to reduce water consumption and promote pollinator friendly habitat and biodiversity, Homeowner Association covenants shall not restrict clover lawns throughout the neighborhood.
- Homeowner Association covenants shall not restrict solar panel installation throughout the neighborhood.

13.0 Stormwater Management

Stormwater control devices shall be designed and constructed to exceed UDO standards so that post development peak runoff does not exceed pre-development peak runoff conditions for the 24-hour, 1 year, 10 year, and 25-year storm events. Otherwise, the Development shall meet all stormwater management requirements for quality and quantity treatment in accordance with Section 6.1 of the UDO.

The PUD shall provide additional water quality stormwater controls to reduce the overall nitrogen export for the site to less than 10 lbs/ac/yr through the installation of State approved Stormwater Control Measures (SCMs). The final selection of the SCMs used to reduce the nitrogen export from the site shall be selected by the design team and coordinated with staff during Subdivision and Construction Document design and review.

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

14.0 Parks, Recreation and Cultural Resources Commission

This PUD was reviewed by the Parks, Recreation, and Cultural Resources Advisory Commission on 10/30/24, and a fee-in-lieu of dedication was recommended.

Single-family detached Units: $ 4,244.42 x 21 = $ 89,132.82

Townhome Units: $ 2,858.65 x 51 = $ 145,791.15

The final unit count and total fee-in-lieu will be calculated at Master Subdivision Plan and Construction Document review.

15.0 Public Facilities

The PUD shall meet all Public Facilities requirements as set forth in UDO Section 2.3.4(F)(1)(f) and be designed to comply with the Town's Sewer and Water Master Plan and Standards and Specifications.

Road and utility infrastructure shall be as follows:

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

The planting in the proposed Roundabout will replace the requirement of the entrance landscape median.

TRANSPORTATION IMPROVEMENTS

The following conditions regarding transportation improvements apply. Access and improvements proposed along NCDOT roadways are subject to Town of Apex and NCDOT review and approval at the time of site and subdivision plans.

1. Developer shall extend Baronial Street from its existing stub to Mt Zion Church Rd as a Residential Street typical section, a 27-foot-wide curb and gutter street, and dedicate a 50-foot-wide right of way, with 5-foot-wide sidewalks on both sides.
2. Developer shall construct and dedicate right of way for a Residential Street stub street from Baronial Street to Parcel PIN 0721436885.
3. Developer shall extend Blue Jay Point from its existing stub to Baronial St as a Residential Street typical section, a 27-foot-wide curb and gutter street, and dedicate a 50-foot-wide right of way, with 5-foot-wide sidewalks on both sides.
4. Developer shall extend Hammocks Beach Trail based on a Minor Collector Street typical section, a 27-foot-wide curb and gutter street, and dedicate a reduced (50-foot-wide) right of way, with a 5-foot-wide sidewalk on the east side and 10-foot-wide Side Path on the west side.
5. Developer shall construct a single-lane, four-legged mini roundabout at the intersection of Mt Zion Church Rd and the extensions of Hammocks Beach Trail and Baronial Street.
6. Developer shall construct improvements and dedicate right of way along Mt. Zion Church Road, for the entire project frontage, is based on a Residential Street typical section north of the mini-roundabout and based on the Minor Collector Street typical section south of the mini-roundabout. North of the mini-roundabout Developer shall construct 5-foot-wide sidewalks on both sides. South of the mini-roundabout Developer shall construct a 5-foot-wide sidewalk on the west side and a 10-foot-wide Side Path on the east side.

PEDESTRIAN AND BICYCLE IMPROVEMENTS

Per UDO requirements for residential development with a PUD zoning designation, sidewalks shall be provided along both sides of all streets.

WATER AND SANITARY SEWER

All lots within the Development will be served by Town of Apex water and sanitary sewer. The utility design will be finalized at the time of Master Subdivision Plan or Site Plan approval and be based on available facilities adjacent to the site at that time. The design will meet the current Town of Apex master plans for water and sewer. A conceptual utility plan is included in the PUD Concept Plan for reference. An exception will be needed that the Water Main along Mt. Zion will be installed within the NCDOT right-of-way.

OTHER UTILITIES

Electricity will be provided by Duke Energy Progress or Apex Electric, depending on whether Apex Electric is capable of serving the Property. Phone, cable, and gas will be provided by the Developer and shall meet Town of Apex standards as outlined in the UDO.

16.0 Phasing Plan

The PUD will be completed in phases. Final locations of phases will be determined at the time of Master Subdivision Review and Approval.

17.0 Consistency with Land Use Plan

The PUD proposes density than is recommended by the Medium Density Residential Land Use Map designation, it is generally consistent with the goals of the 2045 Land Use Map. The Medium Density Residential designation recommends “single-family and townhome residential uses” that will extend existing similar development/ The proposed maximum density of 4.8 units/acre is consistent with recommended density for Medium Density Residential, as defined in the Comp Plan. The PUD, together with conditions of this PUD, will extend a mixture of single-family and townhome housing, and providing more pedestrian connections.

- Protection of environmental and natural resources.
- A variety of housing types are available to a range of incomes.
- Extend medium density residential uses

18.0 Compliance with UDO

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

ASHBURN

APEX, NC

REZONING: 24CZ10

Know what's below. Call before you dig. 811

VERTICAL DATUM - NAVD88
HORIZONTAL DATUM - NAD83

PLANNED UNIT DEVELOPMENT PLAN DRAWINGS FOR A MEDIUM DENSITY RESIDENTIAL DEVELOPMENT

PROJECT STATISTICS

PROPERTY OWNER	ANTHONY & DELOIS RICHARDSON 1825 CAR CREEK RD. SANFORD, NC 27332
DEVELOPER	ASHBURN DEVELOPMENT, LLC 933 OLD KNIGHT ROAD KNIGHTDALE, NC 27545
APPLICANT	ENTITLEMENT PRESERVATION GROUP 275 NORTH PEA RIDGE RD PITTSBORO, NC 27312
EXISTING USE	VACANT
PROPOSED USE(S)	SINGLE FAMILY, TOWNHOUSE
EXISTING ZONING	RR
PROPOSED ZONING	PUD-CZ
CURRENT 2045 LAND USE MAP DESIGNATION	MEDIUM DENSITY RESIDENTIAL
WATERSHED PROTECTION OVERLAY DISTRICT	PRIMARY
RIVER BASIN	CAPE FEAR
FEMA FLOOD PANEL *THIS SITE DOES NOT CONTAIN FEMA DESIGNATED FLOOD ZONES*	2100K
HISTORIC STRUCTURES LOCATED ON SITE	NONE

AREA CALCULATIONS

AREA DESIGNATED AS MIXED USE ON 2045 LAND USE MAP	NA/0.00 AC
AREAS OF MIXED USE PROPOSED AS NON-RESIDENTIAL DEVELOPMENT	0.00 AC/0%
GROSS AREA OF PROJECT BASED ON SURVEY	15.32 AC
AREA IN TRACT 1 (SINGLE FAMILY)	4.03 AC
AREA IN TRACT 2 (TOWNHOMES)	11.29 AC
PLAY AREA REQUIRED (0.006 AC PER D.U., 0.3 AC MIN.)	0.006 AC PER DWELLING UNIT, 0.3 AC MINIMUM

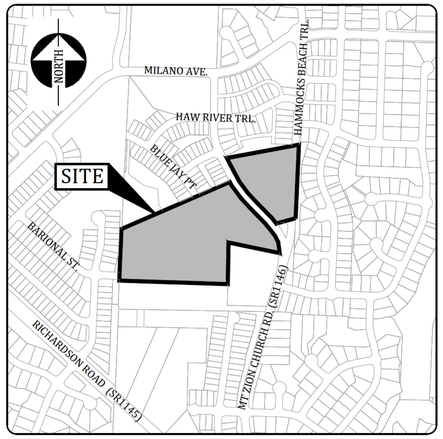
RESOURCE CONSERVATION AREA REQUIRED OVER ENTIRE DEVELOPMENT	*30% PER 8.1.2.C	4.80 AC
AREA REQUIRED IN SINGLE FAMILY TRACT	35%	1.41 AC
AREA REQUIRED IN TOWNHOME TRACT	30%	3.39 AC
*5% ADDITIONAL RCA REQUIRED FOR SINGLE FAMILY TRACT PER 7.2.5.B.8		
MAXIMUM BUILT UPON AREA	70%	10.72 AC

BUILDING SETBACK REQUIREMENTS

SINGLE FAMILY (REAR ALLEY) SETBACKS		TOWNHOUSE SETBACKS	
FRONT	10'	FRONT	20'
CORNER	8'	CORNER	12'
SIDE	3'	SIDE	0'
REAR	20'	REAR	15'
REAR DETACHED GARAGE	5'	MIN. BUILDING SEPARATION	8'
FROM BUFFER OR RCA			10'

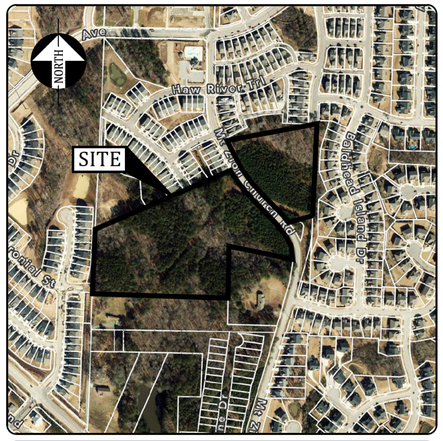
MAXIMUM ALLOWABLE BUILDING HEIGHT

UP TO 42' FOR DETACHED SINGLE FAMILY HOMES
UP TO 45' FROM FFE TO HIGHEST PEAK FOR TOWNHOMES



VICINITY MAP

1"= 500'



AERIAL MAP

1"= 400'

PARKS AND RECREATION SITE DATA TABLE

DATE REVIEWED BY PRCR ADVISORY COMMISSION: 10/30/2024

☒ **FEE-IN-LIEU OF DEDICATION:**

21	SINGLE-FAMILY DETACHED UNITS X $4,244.42 PER UNIT =	$ 89,132.82
51	SINGLE-FAMILY ATTACHED UNITS X $2,858.65 PER UNIT =	$ 145,791.15
0	MULTI-FAMILY UNITS X $2,516.93 PER UNIT =	$
	TOTAL FEE-IN-LIEU:	$ 234,923.97

☐ **ACRES OF LAND DEDICATION** _____

☐ **PUBLIC GREENWAY TRAIL CONSTRUCTION** YES ☐ NO ☒

SHEET LIST

SHEET #	SHEET TITLE
PD0.0	COVER SHEET
PD1.0	EXISTING CONDITIONS PLAN
PD2.0	PRELIMINARY LAYOUT AND UTILITY PLAN

DEVELOPER

ASHBURN DEVELOPMENT, LLC
933 OLD KNIGHT ROAD
KNIGHTDALE, NC 27545

APPLICANT

ENTITLEMENT PRESERVATION GROUP
CHARLES R. WALKER III, PLA
275 NORTH PEA RIDGE ROAD
PITTSBORO, NORTH CAROLINA 27312
PHONE: 919-625-9760
EMAIL: CWALKER@EPGROUPONLINE.COM

PLANS PREPARED BY:

PRIEST, CRAVEN & ASSOCIATES, INC.
PLANNERS / LANDSCAPE DESIGNERS / SURVEYORS / ENGINEERS
3803 - B COMPUTER DRIVE, SUITE 104, RALEIGH, N.C. 27609
PHONE 919 / 781-0300 FAX 919 / 782-1288
EMAIL PCA@PRIESTCRAVEN.COM FIRM#: C-0488

GENERAL NOTES:

1. BOUNDARY INFORMATION IS TAKEN FROM A SURVEY BY THIS OFFICE.
2. SITE TOPOGRAPHIC INFORMATION IS TAKEN FROM A COMBINATION OF DATA FROM A SURVEY PERFORMED BY THIS OFFICE AND TOWN OF APEX LIDAR DATA.
3. PLANEMETRIC AND TOPOGRAPHIC INFORMATION FOR AREAS OUTSIDE OF THIS SITE ARE TAKEN FROM TOWN OF APEX AND WAKE COUNTY GIS INFORMATION.
4. THERE ARE NO FEMA DESIGNATED FLOOD ZONES LOCATED ON THIS PROPERTY PER FEMA MAP 3720072100K, DATED 7/19/22.
5. FLOODPLAIN INFORMATION IS TAKEN FROM A FLOOD STUDY PREPARED BY PRIEST, CRAVEN & ASSOCIATES, INC. AND SUBMITTED WITH THE MASTER SUBDIVISION PLAN STORMWATER IMPACT ANALYSIS, SCM DESIGN CALCULATIONS AND FLOOD STUDY.
6. EXISTING UTILITIES SHOWN ARE APPROXIMATE. CONTRACTOR RESPONSIBLE FOR LOCATION OF ALL EXISTING ABOVE AND BELOW GROUND UTILITY FIELD LOCATION PRIOR TO ANY CONSTRUCTION.
7. NO NEW BUFFER IMPACTS SHALL OCCUR PRIOR TO APPROVAL FROM NCDEQ.
8. WETLAND AND STREAM BUFFER LOCATIONS ARE SUBJECT TO FIELD VERIFICATION.

UTILITY EXCEPTION TABLE

The following items have been approved as exceptions for this drawing by the Town of Apex Department Director(s), and to the best of my knowledge and belief, this drawing conforms to the requirements established by the Director(s) allowing deviation from the Standard Specifications and Standard Details of the Town of Apex. The signature below represents that the requesting Engineer has been granted a variance ONLY for the items listed. The developer/engineer/contractor is solely responsible for meeting all applicable requirements.

APPROVED EXCEPTION	DIRECTOR GRANTING EXCEPTION
1.	
2.	
3.	

By: _____ Date: _____
Requesting Engineer

PROPOSED SEWER FLOWS:

NUMBER OF SINGLE FAMILY HOMES:	51 UNITS
NUMBER OF TOWNHOMES:	21 UNITS
AVG DAILY FLOW PER HOME:	300 GPD/UNIT
TOTAL AVERAGE DAILY FLOW:	21,600 GPD (15.0 GPM)

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 040787 THOMAS F. CRAVEN

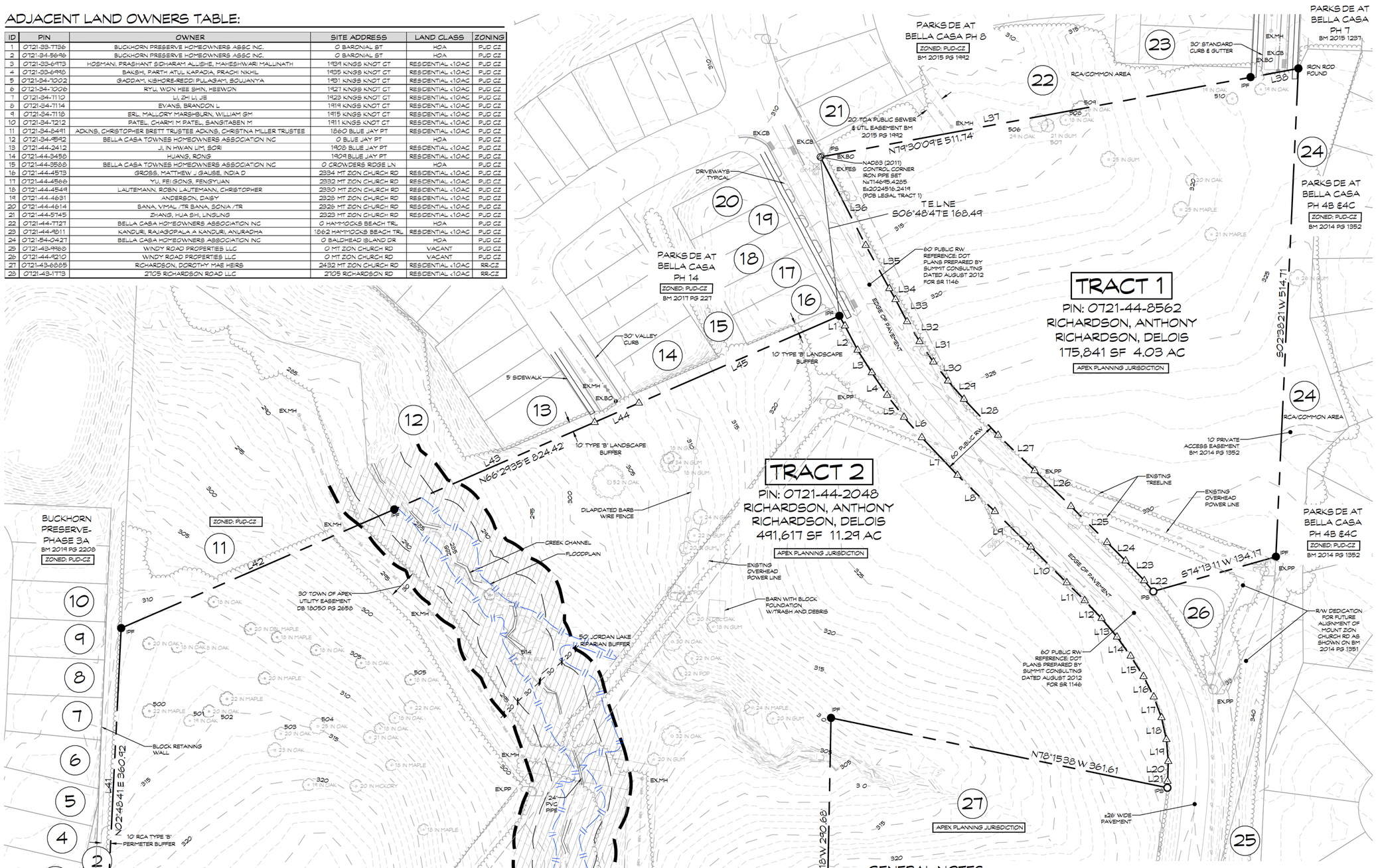
PRELIMINARY FOR REVIEW ONLY

REVISIONS:	SUBMITTAL DATE:	6/3/2024	
REVISION 1	TOWN STAFF REVIEW:	2/7/2025	SHEET #
REVISION 2	TOWN STAFF REVIEW:	3/7/2025	
REVISION 3	TOWN STAFF REVIEW:	4/4/2025	
REVISION 4	TOWN STAFF REVIEW:	5/2/2025	
REVISION 5	TOWN STAFF REVIEW:	6/5/2025	PD0.0
RELEASED FOR CONSTRUCTION DATE:		NOT RELEASED	

24CZ10

ADJACENT LAND OWNERS TABLE:

ID	PIN	OWNER	SITE ADDRESS	LAND CLASS	ZONING
1	0721-33-7736	BUCKHORN PRESERVE HOMEOWNERS ASSC INC.	0 BARONIAL ST	HOA	PUD CZ
2	0721-34-5646	BUCKHORN PRESERVE HOMEOWNERS ASSC INC.	0 BARONIAL ST	HOA	PUD CZ
3	0721-33-6713	HOSMANI, PRASHANT SIDHARAM ALLISHE; MAHESHWARI MALLINATH	1934 KINGS KNOT CT	RESIDENTIAL <10AC	PUD CZ
4	0721-33-6995	BAKSHI, PARTH ATUL KAPADIA, PRACHI NIKHIL	1935 KINGS KNOT CT	RESIDENTIAL <10AC	PUD CZ
5	0721-34-7002	GADDAM, KISHORE-REDDY PULAGAM, SOUJANYA	1951 KINGS KNOT CT	RESIDENTIAL <10AC	PUD CZ
6	0721-34-7006	RYU, WON HEE SHIN, HEEWON	1927 KINGS KNOT CT	RESIDENTIAL <10AC	PUD CZ
7	0721-34-7110	LI, ZHI LI, JE	1923 KINGS KNOT CT	RESIDENTIAL <10AC	PUD CZ
8	0721-34-7114	EVANS, BRANDON L	1919 KINGS KNOT CT	RESIDENTIAL <10AC	PUD CZ
9	0721-34-7116	ERL, MALLORY MARSHBURN, WILLIAM GM	1915 KINGS KNOT CT	RESIDENTIAL <10AC	PUD CZ
10	0721-34-7212	PATEL, CHARMI M PATEL, SANGITABEN M	1911 KINGS KNOT CT	RESIDENTIAL <10AC	PUD CZ
11	0721-34-6441	ADKINS, CHRISTOPHER BRETT TRUSTEE ADKINS, CHRISTINA MILLER TRUSTEE	1860 BLUE JAY PT	RESIDENTIAL <10AC	PUD CZ
12	0721-34-5542	BELLA CASA TOWNES HOMEOWNERS ASSOCIATION INC	0 BLUE JAY PT	HOA	PUD CZ
13	0721-44-2412	JI, N HWAN LIM, SORI	1909 BLUE JAY PT	RESIDENTIAL <10AC	PUD CZ
14	0721-44-3456	HUANG, RONG	1909 BLUE JAY PT	RESIDENTIAL <10AC	PUD CZ
15	0721-44-3588	BELLA CASA TOWNES HOMEOWNERS ASSOCIATION INC	0 CROWDERS RIDGE LN	HOA	PUD CZ
16	0721-44-4573	GROSS, MATTHEW J; GAUSE, INDIA D	2334 MT ZION CHURCH RD	RESIDENTIAL <10AC	PUD CZ
17	0721-44-4566	YU, FEI GONG, FENGYUAN	2332 MT ZION CHURCH RD	RESIDENTIAL <10AC	PUD CZ
18	0721-44-4549	LAUTEMANN, ROBIN LAUTEMANN, CHRISTOPHER	2330 MT ZION CHURCH RD	RESIDENTIAL <10AC	PUD CZ
19	0721-44-4631	ANDERSON, DAISY	2328 MT ZION CHURCH RD	RESIDENTIAL <10AC	PUD CZ
20	0721-44-4614	BANA, VIMAL /TR BANA, SONIA /TR	2326 MT ZION CHURCH RD	RESIDENTIAL <10AC	PUD CZ
21	0721-44-5745	ZHANG, HUA SHI, LINGLING	2323 MT ZION CHURCH RD	RESIDENTIAL <10AC	PUD CZ
22	0721-44-7121	BELLA CASA HOMEOWNERS ASSOCIATION INC	0 HAMMOCKS BEACH TRL	HOA	PUD CZ
23	0721-44-4611	KANDURI, RAJAGOPALA A KANDURI, ANURADHA	1862 HAMMOCKS BEACH TRL	RESIDENTIAL <10AC	PUD CZ
24	0721-54-0421	BELLA CASA HOMEOWNERS ASSOCIATION INC	0 BALDHEAD ISLAND DR	HOA	PUD CZ
25	0721-43-9968	WINDY ROAD PROPERTIES LLC	0 MT ZION CHURCH RD	VACANT	PUD CZ
26	0721-44-4210	WINDY ROAD PROPERTIES LLC	0 MT ZION CHURCH RD	VACANT	PUD CZ
27	0721-43-6885	RICHARDSON, DOROTHY MAE HEIRS	2432 MT ZION CHURCH RD	RESIDENTIAL <10AC	RR-CZ
28	0721-43-1773	2705 RICHARDSON ROAD LLC	2705 RICHARDSON RD	RESIDENTIAL <10AC	RR-CZ



LINE TABLE

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	S29°25'34"E	12.05	L24	N45°10'11"W	27.50
L2	S27°36'38"E	28.74	L25	N44°54'53"W	53.64
L3	S32°05'39"E	28.07	L26	N45°28'43"W	53.65
L4	S34°00'02"E	28.78	L27	N45°53'23"W	53.67
L5	S37°36'11"E	29.18	L28	N43°26'50"W	52.19
L6	S41°14'19"E	28.49	L29	N41°14'19"W	25.43
L7	S43°26'50"E	54.62	L30	N37°36'11"W	25.39
L8	S45°53'23"E	54.73	L31	N34°00'02"W	25.84
L9	S45°28'43"E	53.19	L32	N32°05'39"W	24.72
L10	S44°54'53"E	53.48	L33	N27°36'38"W	26.31
L11	S45°10'11"E	26.54	L34	N29°18'23"W	13.26
L12	S43°16'07"E	25.82	L35	N28°41'19"W	51.85
L13	S39°46'07"E	25.44	L36	N27°09'54"W	104.55
L14	S35°33'43"E	24.72	L37	N79°30'09"E	460.35
L15	S32°15'36"E	25.41	L38	N79°30'09"E	51.39
L16	S26°39'44"E	24.07	L39	N02°48'41"E	8.62
L17	S20°21'19"E	23.52	L40	N02°48'41"E	50.00
L18	S12°34'16"E	23.56	L41	N02°48'41"E	302.30
L19	S04°55'42"E	23.24	L42	N66°29'35"E	313.49
L20	S01°38'37"W	24.73	L43	N66°29'35"E	230.03
L21	N04°32'08"E	3.05	L44	N66°29'35"E	50.81
L22	N39°46'07"W	14.76	L45	N66°29'35"E	230.09
L23	N43°16'07"W	28.65			

SURVEY LINETYPES

- PROPERTY LINE
- P/L NOT SURVEYED
- EASEMENT
- ADJOINER
- FENCE LINE
- SANITARY SEWER (XSS)
- STORM SEWER (XST)
- UNDERGROUND POWER (UPL)
- FIBER OPTIC/COMMUNICATION (XFO)
- TRAFFIC SIGNAL (TS)
- WATERLINE (XWL)
- UNDERGROUND TELEPHONE (UT)
- 100 YR FLOODPLAIN
- GUARD RAIL

SURVEY SYMBOL LEGEND

	AC UNIT		SWAMP
BFV	BACK FLOW VALVE		TELEPHONE PEDESTAL
	BOLLARD		TELEPHONE MANHOLE
	CABLE PEDESTAL		TEMPORARY BENCHMARK
CV	CABLE VAULT		TREE
	CATCH BASIN	UE	UNDERGROUND ELECTRIC
	CLEAN OUT	UP	UNDERGROUND POWER
CB	COMMUNICATION BOX	UT	UNDERGROUND TELEPHONE
	CURB INLET		UTILITY POLE
	ELECTRIC BOX	WL	WATER LINE
EV	ELECTRICAL VAULT	HB	WATER LINE HOTBOX
	FIRE HYDRANT		WATER LINE MANHOLE
FL	FENCE LINE		WATER METER
FO	FIBER OPTIC		WATER VALVE
FOV	FIBER OPTIC VAULT	W	WELL
	FLARED END SECTION		YARD INLET
G	GAS		
	GAS VALVE		
	GRATED INLET		
GW	GUY WIRE		
IV	IRRIGATION VALVE		
	LIGHT POLE		
OH	OVERHANG		
OE	OVERHEAD ELECTRIC		
RCP	REINFORCED CONCRETE DRAINAGE PIPE		
	SEWER MANHOLE		
	STORM MANHOLE		
JB	STORM JUNCTION BOX		

PROPERTY CORNERS

- CONC MONUMENT SET
- CONC MONUMENT FOUND
- PROP CORNER FOUND
- COMPUTED POINT
- CONTROL CORNER
- IRON PIPE SET
- PF IRON PIPE FOUND

HATCH LEGEND

- TRASH/DEBRIS
- EXISTING RIPRAP

GENERAL NOTES:

1. BOUNDARY INFORMATION IS TAKEN FROM A SURVEY BY THIS OFFICE.
2. SITE TOPOGRAPHIC INFORMATION IS TAKEN FROM A COMBINATION OF DATA FROM A SURVEY PERFORMED BY THIS OFFICE AND TOWN OF APEX LIDAR DATA.
3. PLANIMETRIC AND TOPOGRAPHIC INFORMATION FOR AREAS OUTSIDE OF THIS SITE ARE TAKEN FROM TOWN OF APEX AND WAKE COUNTY GIS INFORMATION.
4. THERE ARE NO FEMA DESIGNATED FLOOD ZONES LOCATED ON THIS PROPERTY PER FEMA MAP 3720072100K, DATED 7/19/22.
5. FLOODPLAIN INFORMATION IS TAKEN FROM A FLOOD STUDY PREPARED BY PRIEST, CRAVEN & ASSOCIATES, INC. AND SUBMITTED WITH THE MASTER SUBDIVISION PLAN STORMWATER IMPACT ANALYSIS, SCM DESIGN CALCULATIONS AND FLOOD STUDY.
6. EXISTING UTILITIES SHOWN ARE APPROXIMATE. CONTRACTOR RESPONSIBLE FOR LOCATION OF ALL EXISTING ABOVE AND BELOW GROUND UTILITY FIELD LOCATION PRIOR TO ANY CONSTRUCTION.
7. NO NEW BUFFER IMPACTS SHALL OCCUR PRIOR TO APPROVAL FROM NCDEQ.
8. WETLAND AND STREAM BUFFER LOCATIONS ARE SUBJECT TO FIELD VERIFICATION.
9. STREAM BUFFER WHERE CONFIRMED BY THE TOWN OF APEX WITH BUFFER CALL 19-007.

REFERENCES:

BM 2019 PG 2208
BM 2017 PG 227
BM 2015 PG 1992
BM 2015 1237
BM 2014 PG 1352
BM 2013 PG 1590

811 Know what's below. Call before you dig.

NORTH

100 50 25 0 50 150
GRAPHIC SCALE
1" = 50'

PRELIMINARY FOR REVIEW ONLY

ASHBURN

PLANNED UNIT DEVELOPMENT REZONING PLANS

APEX, NC WAKE, NORTH CAROLINA

SCALE	1"=50'
DATE	JUNE 3, 2024
PROJECT NUMBER	2022-008.001
CLIENT	ENTITLEMENT PRESERVATION GROUP
PLAN TYPE	PRELIMINARY

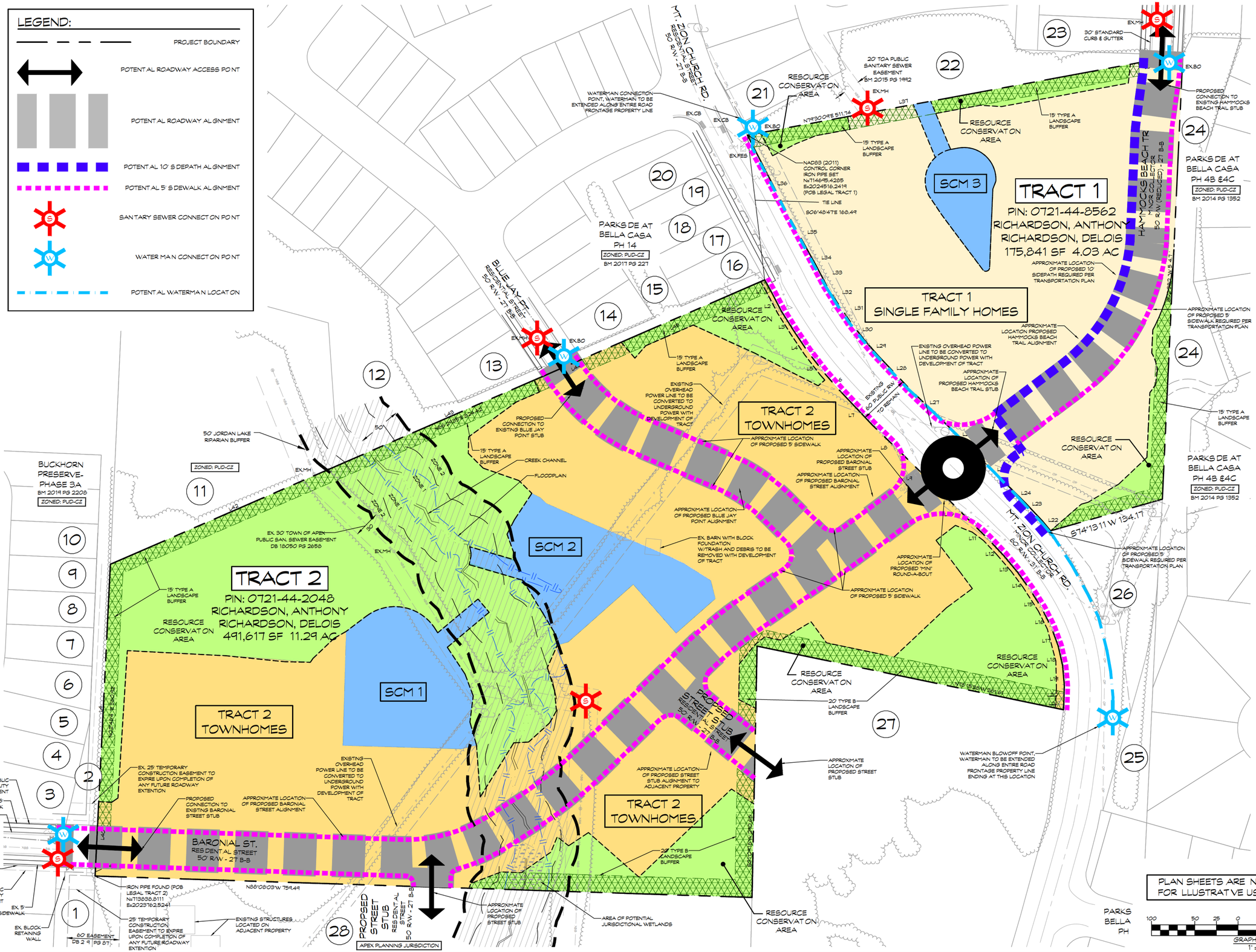
EXISTING CONDITIONS PLAN

OWNER COMMENTS	2.7.2025
OWNER COMMENTS	3.7.2025
OWNER COMMENTS	4.4.2025
OWNER COMMENTS	5.2.2025
OWNER COMMENTS	6.5.2025

RELEASED FOR CONSTRUCTION DATE (SEE COVER) ■ NO □ YES

PRIEST, CRAVEN & ASSOCIATES, INC.
LAND USE CONSULTANTS PLANNERS / LANDSCAPE DESIGNERS / SURVEYORS / ENGINEERS
3803 - B Computer Drive, Suite 104 Raleigh, N.C. 27609 . Phone 919 / 781-0300 . Fax 919 / 782-1288 . Email PCA@PriestCraven.com / Firm #: C-0488

SHEET # PD1.0



GENERAL NOTES:

1. BOUNDARY INFORMATION IS TAKEN FROM A SURVEY BY THIS OFFICE.
2. SITE TOPOGRAPHIC INFORMATION IS TAKEN FROM A COMBINATION OF DATA FROM A SURVEY PERFORMED BY THIS OFFICE AND TOWN OF APEX LIDAR DATA.
3. PLANIMETRIC AND TOPOGRAPHIC INFORMATION FOR AREAS OUTSIDE OF THE SITE ARE TAKEN FROM TOWN OF APEX AND WAKE COUNTY GIS INFORMATION.
4. THERE ARE NO FEMA DESIGNATED FLOOD ZONES LOCATED ON THIS PROPERTY PER FEMA MAP 3720071210OK, DATED 7/19/22.
5. FLOODPLAIN INFORMATION IS TAKEN FROM A FLOOD STUDY PREPARED BY PRIEST, CRAVEN & ASSOCIATES, INC. AND SUBMITTED WITH THE MASTER SUBDIVISION PLAN STORMWATER IMPACT ANALYSIS, SCM DESIGN CALCULATIONS AND FLOOD STUDY.
6. EXISTING UTILITIES SHOWN ARE APPROXIMATE. CONTRACTOR RESPONSIBLE FOR LOCATION OF ALL EXISTING ABOVE AND BELOW GROUND UTILITY FIELD LOCATION PRIOR TO ANY CONSTRUCTION.
7. NO NEW BUFFER IMPACTS SHALL OCCUR PRIOR TO APPROVAL FROM NCDEQ.
8. WETLAND AND STREAM BUFFER LOCATIONS ARE SUBJECT TO FIELD VERIFICATION.
9. FINAL LOCATION OF DEVELOPMENT ACCESS AND STREET STUB LOCATIONS TO BE COORDINATED AT MASTER SUBDIVISION PLAN DESIGN AND APPROVAL.
8. FINAL LOCATION OF OPEN SPACE, RESOURCE CONSERVATION AREAS, AND PLAY LAWN TO BE COORDINATED AT MASTER SUBDIVISION PLAN DESIGN AND APPROVAL.
9. ALL PLAN SHEETS ARE PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY. FINAL DESIGN TO BE COORDINATED AT MASTER SUBDIVISION PLAN DESIGN AND APPROVAL.
10. REFER TO PD TEXT DOCUMENTS FOR A DETAILED LISTING OF ALLOWABLE USES, DESIGN INFORMATION STANDARDS, AND ZONING CONDITIONS.
11. ALL CONSTRUCTION AND MATERIALS TO BE IN STRICT ACCORDANCE WITH THE ACCEPTED POLICIES OF THE TOWN OF APEX, AND UNLESS SPECIFIED, DEFERS TO THE NC DEPT. OF TRANSPORTATION (NCDOT) STANDARDS, SPECIFICATION, AND DETAILS.
12. THIS PROJECT SHALL UTILIZE FULL TOWN SERVICES - WATER, SEWER, AND ELECTRICITY.
13. THIS PROJECT SHALL NOT UTILIZE PRIVATE SEWAGE DISPOSAL (SEPTIC SYSTEM).
14. NO SITE DEVELOPMENT ACTIVITY INCLUDING, BUT NOT LIMITED TO, TESTING, CLEARING, INSTALLATION OF SEE MEASURES, OR GRADING SHALL OCCUR UNTIL REQUIRED TREE PROTECTION FENCING HAS BEEN INSTALLED AND INSPECTED. A TREE PROTECTION FENCING INSTALLATION PERMIT MAY BE OBTAINED AT THE PLANNING DEPARTMENT.
15. TREE PROTECTION FENCING MUST BE PLACED:
    a. ONE FOOT AWAY FROM ANY SAVED TREE FOR EACH INCH OF DIAMETER AT BREAST HEIGHT;
    b. ALONG THE OUTSIDE LINE OF THE 100-YEAR FLOODPLAIN AND THE OUTSIDE EDGE OF ANY RIPARIAN BUFFER; AND
    c. AT LEAST 10 FEET AWAY FROM ANY OTHER DESIGNATED RCA SUCH AS, BUT NOT LIMITED TO, HISTORIC BUILDINGS AND STRUCTURES, WETLANDS, AND PONDS.
16. ADDITIONAL TREE 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.).

UTILITY NOTES:

1. ALL DEVELOPMENT / REZONING PLANS MUST MEET THE NEW / CURRENT TOWN OF APEX MASTER WATER AND SEWER PLANS. REZONING OR NEW SITE DEVELOPMENT PLANS DO NOT GUARANTEE THE UTILITY LOCATION, ALIGNMENTS, AND DESIGN FOR TOWN APPROVAL. UTILITY DESIGNS WILL BE SUBJECT TO CHANGE UNTIL CONSTRUCTION DESIGNS ARE APPROVED.
2. THIS PLAN SET WILL BE UNDER THE NEW 2024 SPEC (EFFECTIVE DATE: JUNE 11, 2024), SINCE THIS PLAN WAS NOT INCID REVIEW BEFORE THE EFFECTIVE DATE.
3. ANY REQUESTED UTILITY EXCEPTION MUST BE FILED ON THE EXCEPTION FORM THAT IS LOCATED IN THE CD PROJECT PACKET. NO EXCEPTIONS WILL BE APPROVED UNLESS THIS FORM(S) IS COMPLETED AND SIGNED BY TOWN ADMINISTRATION.
4. IN PREPARING ENGINEERING DESIGN PLANS, ALL ELEVATIONS SHALL BE TIED TO NC GRID SYSTEM AND THE BENCHMARK SHALL BE DESCRIBED ON THE PLANS. A FIELD SURVEY OF ALL WATERWAYS AND WATERBODIES WITHIN PROJECT AREA MUST BE PERFORMED, INCLUDING BUT NOT LIMITED TO: CREEKS, STREAMS, RIVERS, LAKES, PONDS, DITCHES, AND CULVERTS. SURVEY MUST INCLUDE ADEQUATE POINTS TO ACCURATELY REPRESENT THE CROSS SECTION OF THE WATERWAY/WATERBODY, I.E. TOP OF BANK, TOE, CENTERLINE, ETC. 1002 TOWN OF APEX STANDARD SPECIFICATIONS AND DETAILS: ADOPTED FEBRUARY 23, 2021

HATCH LEGEND

- SINGLE FAMILY HOME AREA
- TOWNHOME AREA
- RESOURCE CONSERVATION AREA
- PERIMETER BUFFER AREA
- STORMWATER CONTROL MEASURE AREA

ASHBURN

PLANNED UNIT DEVELOPMENT REZONING PLANS

APEX NC — WAKE NORTH CAROLINA

SCALE	1"=50'
DATE	JUNE 3 2024
PROJECT NUMBER	2022-008.001
CLIENT	ENTITLEMENT PRESERVATION GROUP
PLAN TYPE	PRELIMINARY

PRELIMINARY LAYOUT AND UTILITY PLAN

OWNER COMMENTS	2.7.2025
OWNER COMMENTS	3.7.2025
OWNER COMMENTS	4.4.2025
OWNER COMMENTS	5.2.2025
OWNER COMMENTS	6.5.2025

RELEASED FOR CONSTRUCTION DATE (SEE COVER) ■ NO ☐ YES

PRIEST, CRAVEN & ASSOCIATES, INC.
LAND USE CONSULTANTS PLANNERS / LANDSCAPE DESIGNERS / SURVEYORS / ENGINEERS
3803 - B Computer Drive, Suite 104 Raleigh, N.C. 27609 . Phone 919 / 781-0300 . Fax 919 / 782-1288 . Email PCA@PriestCraven.com / Firm #: C-0488

SHEET # PD2.0

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: August 11, 2026

Item Details

Presenter(s): Allen Coleman, Town Clerk

Department(s): Town Clerk's Office

Requested Motion

Motion to adopt a Resolution Directing the Town Clerk to Investigate Petition Received, to accept the Certificate of Sufficiency by the Town Clerk, and to adopt a Resolution Setting the Date of a Public Hearing for Tuesday, August 25, 2026, on the Question of Annexation - Apex Town Council's intent to annex 3.662 +/- acres, located at 3305 Olive Chapel Road (PIN No. 0712-70-5757), Annexation No. 830, into the Town Corporate limits.

Approval Recommended?

Yes

Item Details

The Town Clerk certifies to the investigation of said annexation.

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

This annexation is associated with an upcoming Rezoning petition (26CZ05) which seeks to rezone approximately 3.662 acres from R-80W Watershed District to Rural Residential Conditional Zoning (RR-CZ). The annexation and rezoning are scheduled to be presented together on August 25, 2026. The rezoning petition is linked (HERE).

Attachments

- CN14-A1: Resolution Directing the Town Clerk to Investigate Petition
  - Certificate of Sufficiency by the Town Clerk
  - Resolution Setting Date of Public Hearing
- CN14-A2: Legal Description – Satellite Annexation No. 830 – 3305 Olive Chapel Road – 3.662 acres
- CN14-A3: Aerial Map – Satellite Annexation No. 830 – 3305 Olive Chapel Road – 3.662 acres
- CN14-A4: Plat Map – Satellite Annexation No. 830 – 3305 Olive Chapel Road – 3.662 acres
- CN14-A5: Annexation Petition – Satellite Annexation No. 830 – 3305 Olive Chapel Road – 3.662 acres

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

Satellite Annexation Petition No. 830
3305 Olive Chapel Road – 3.662 acres

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

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

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

This the 11th day of August, 2026.

_____
Jacques K. Gilbert
Mayor

ATTEST:

_____
Allen L. Coleman, CMC
Town Clerk

CERTIFICATE OF SUFFICIENCY BY THE TOWN CLERK

Satellite Annexation Petition No. 830
3305 Olive Chapel Road – 3.662 acres

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town of Apex, North Carolina this 11th day of August, 2026.

_____
Allen L. Coleman, CMC
Town Clerk

(Seal)

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

Satellite Annexation Petition No. 830
3305 Olive Chapel Road – 3.662 acres

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

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

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

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

Section 1. A public hearing on the question of annexation of the area described herein will be held at the Apex Town Hall at 6 o'clock p.m. on the 25th day of August, 2026.

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

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

This the 11th day of August, 2026.

_____
Jacques K. Gilbert,
Mayor

ATTEST:

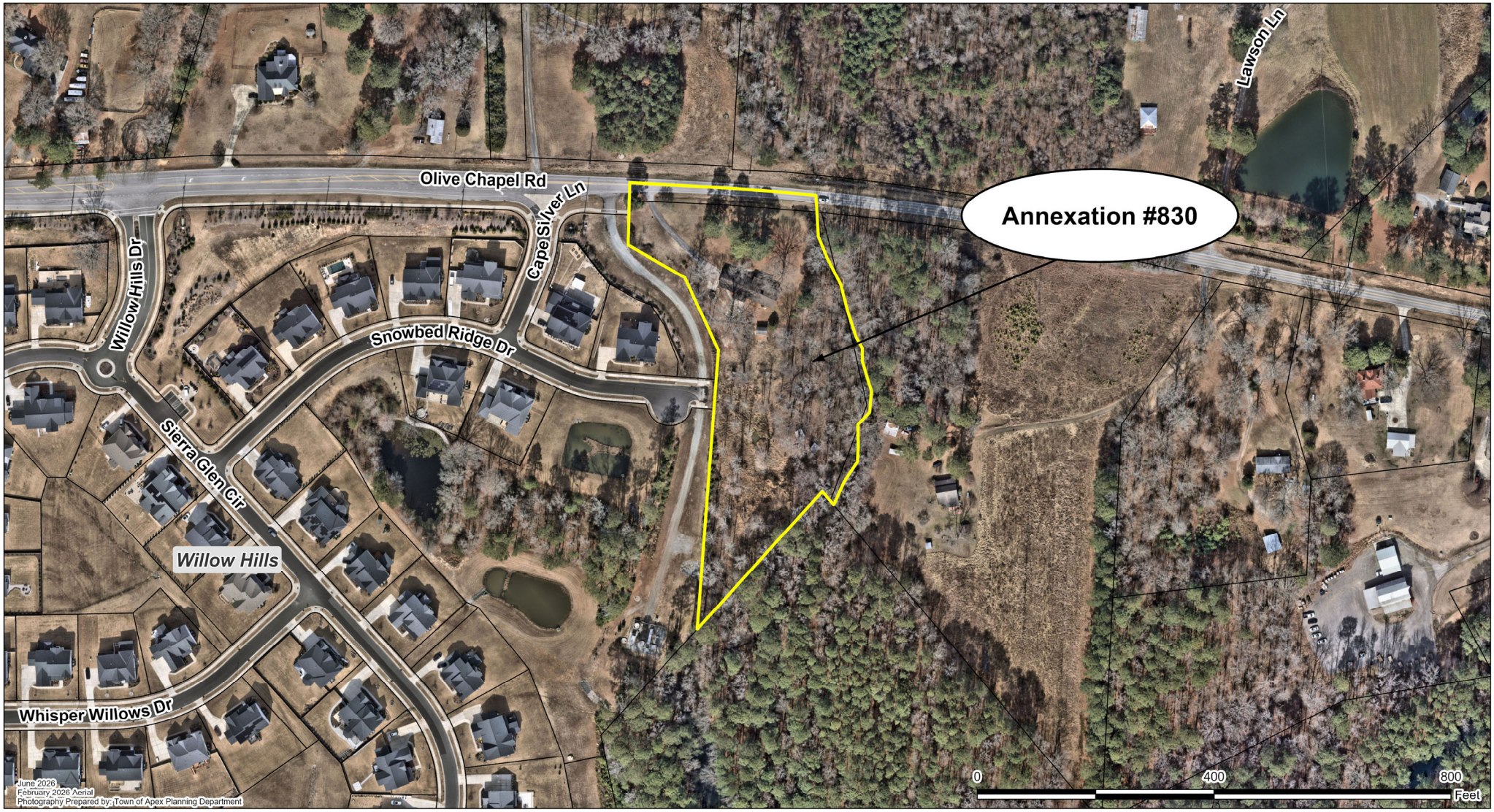
_____
Allen L. Coleman,
Town Clerk
Attachment: Legal Description

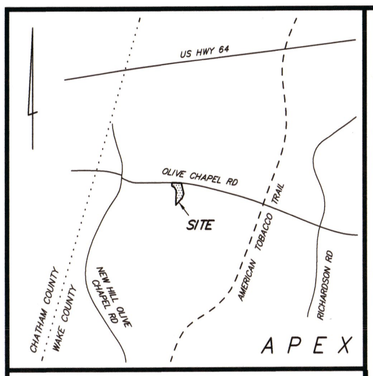
Smith & Smith, Surveyors, P.A.
P.O. Box 457
Apex, N.C. 27502
(919) 362-7111
Firm License No. C-0155

Lying and being in White Oak Township, Wake County, North Carolina and being situated 0.35 mile east of Olive Chapel Baptist Church described more fully as follows to wit:

BEGINNING at the southernmost corner (B.M. 1992, Pg. 437); thence North 04° 22' 52" East, 44.66 feet to a point; thence North 04° 20' 55" East, 428.29 feet to a point; thence North 25° 02' 28" West, 134.30 feet to a point; thence North 60° 14' 27" West, 110.24 feet to a point; thence North 01° 29' 42" East, 106.17 feet to a point; thence South 86° 57' 14" East, 170.57 feet to a point; thence a curve to the right South 85° 13' 58" East, 144.63 feet (chord), 4,306.82 feet (radius) to a point; thence South 03° 11' 04" East, 71.09 feet to a point; thence South 22° 47' 18" East, 38.50 feet to a point; thence South 27° 08' 29" East, 49.95 feet to a point; thence South 14° 46' 33" East, 48.27 feet to a point; thence South 18° 22' 24" East, 44.41 feet to a point; thence South 29° 35' 38" East, 21.01 feet to a point; thence South 00° 00' 00" East, 22.60 feet to a point; thence South 16° 40' 17" East, 53.91 feet to a point; thence South 05° 27' 31" West, 34.90 feet to a point; thence South 43° 48' 08" West, 28.47 feet to a point; thence South 00° 47' 47" East, 36.57 feet to a point; thence South 02° 15' 58" West, 25.97 feet to a point; thence South 33° 37' 56" West, 41.18 feet to a point; thence South 24° 03' 21" West, 38.27 feet to a point; thence South 31° 34' 41" West, 4.04 feet to a point; thence North 40° 31' 16" West, 29.29 feet to a point; thence South 42° 15' 11" West, 314.19 feet to the BEGINNING, containing 3.662 total acres more or less. The above-described tract of land includes that portion within the right of way of Olive Chapel Road (NCSR 1160).

This description was prepared for the sole purpose of annexation of a municipal boundary and for no other use.


Annexation #830
Olive Chapel Rd
Cape Silver Ln
Lawson Ln
Willow Hills Dr
Snowbed Ridge Dr
Sierra Glen Cir
Willow Hills
Whisper Willows Dr
0
400
800
Feet
June 2026
February 2026 Aerial
Photography Prepared by: Town of Apex Planning Department



VICINITY MAP (NOT TO SCALE)

I, STALEY C. SMITH, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION ~~FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION~~ AS RECORDED IN:

D.B. 19630, PG. 168
B.M. 1992, PG. 437

THIS MAP OR PLAT IS EXEMPT FROM THE REQUIREMENTS OF G.S. 47-30 PURSUANT TO G.S. 47-30(j).

WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER, AND SEAL THIS 4TH DAY OF MAY, A.D., 2026.

NORTH CAROLINA PROFESSIONAL SEAL L-3766 LAND SURVEYOR STALEY C. SMITH

Staley C. Smith
Professional Land Surveyor

L-3766
License Number

2A

HARDY JOINT REVOCABLE TRUST
D.B. 19208, PG. 371
B.M. 2000, PG. 1910

LAWRENCE, ET AL
ESTATE FILE 13-E-2219
B.M. 2025, PG. 1205
ANNEXATION #790

OUT
IN
TOWN OF APEX CORPORATE LIMITS

170.57'
S 86°57'14" E

R=4,306.82'
CH=144.63'
S 85°13'58" E

IN
OUT
TOWN OF APEX CORPORATE LIMITS

OLIVE CHAPEL ROAD
PUBLIC R/W ~ NCSR 1160

3305

71.09'
S 03°11'04" E

50' TYPE B BUFFER
B.M. 2021, PG. 873

106.17'
N 01°29'42" E

20' EASEMENT
B.M. 1992, PG. 437

WILLOW HILLS COMMUNITY ASSOCIATION, INC.
D.B. 19532, PG. 323
OPEN SPACE HOA MAINTAINED
B.M. 2021, PGS. 871-875
B.M. 2018, PG. 2392
ANNEXATION #645

N 60°14'27" W
110.24'

OUT
IN
TOWN OF APEX CORPORATE LIMITS

N 25°02'28" W
134.30'

TOWN OF APEX UTILITY & ACCESS EASEMENT
D.B. 17025, PG. 2438

S 22°47'18" E
38.50'

S 27°08'29" E
49.95'

S 14°46'33" E
48.27'

IN
OUT
TOWN OF APEX CORPORATE LIMITS

S 18°22'24" E
44.41'

S 29°35'38" E
21.01'

S 00°00'00" E
22.60'

S 16°40'17" E
53.91'

S 05°27'31" W
34.90'

S 43°48'08" W
28.47'

S 00°47'47" E
36.57'

S 02°15'58" W
25.97'

S 33°37'56" W
41.18'

S 24°03'21" W
38.27'

S 31°34'41" W
4.04'

N 40°37'16" W
29.29'

IN
OUT
TOWN OF APEX CORPORATE LIMITS

S 42°15'11" W
314.19'

LAWRENCE, ET AL
ESTATE FILE 13-E-2219
B.M. 2025, PG. 1205
ANNEXATION #790

MAP NORTH
B.M. 2018, PG. 2392

HOPE MILLS HOMES, LLC
D.B. 19630, PG. 168
B.M. 1992, PG. 437

64
B.M. 2021, PGS. 871-875

63
B.M. 2021, PGS. 871-875

62
B.M. 2021, PGS. 871-875

SNOWBED RIDGE DRIVE
50' PUBLIC R/W
B.M. 2021, PGS. 871-875

3.662 ACRES TOTAL ANNEXED
NOT A PHYSICAL SURVEY

THIS MAP WAS PREPARED FOR THE SOLE PURPOSE OF ANNEXATION OF A MUNICIPAL BOUNDARY.
THIS MAP SHOULD NOT BE USED TO TRANSFER PROPERTY SHOWN HEREON.

SURVEYOR NOTES:

1. THE PROPERTY SHOWN HEREON MAY BE SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RIGHTS OF WAY, AND EASEMENTS OF RECORD.
2. NO TITLE SEARCH HAS BEEN PERFORMED BY THIS FIRM DURING THE COURSE OF THIS SURVEY.
3. THIS SURVEYOR DOES NOT CERTIFY TO THE EXISTENCE OR NON-EXISTENCE OF ANY UNDERGROUND UTILITIES, BURIAL GROUNDS, OR ANY SUBSURFACE FEATURES THAT MAY OR MAY NOT BE PRESENT ON THIS SITE.
4. ALL DISTANCES ARE HORIZONTAL U.S. SURVEY FOOT UNIT GROUND MEASUREMENTS.
5. AREA DETERMINED USING THE COORDINATE GEOMETRY METHOD.
6. CURRENT PROPERTY ZONING: R-80W (SOURCE: WAKE COUNTY GIS)
7. SUBJECT PROPERTY ADDRESS: 3305 OLIVE CHAPEL RD
   APEX, NC 27502

WILLOW HILLS COMMUNITY ASSOCIATION, INC.
D.B. 19532, PG. 323

OPEN SPACE HOA MAINTAINED
B.M. 2021, PGS. 871-875

B.M. 2018, PG. 2392
ANNEXATION #645

BEARING BASIS
428.29'
N 04°20'55" E

20' EASEMENT
B.M. 1992, PG. 437

TOWN OF APEX UTILITY & ACCESS EASEMENT
D.B. 17025, PG. 2438

TOWN OF APEX CORPORATE LIMITS
IN
OUT

44.66'
N 04°22'52" E

TOWN OF APEX PUMP STATION EASEMENT
D.B. 17036, PG. 2744

ANNEXATION # _____

I, ALLEN COLEMAN, CMC, NCCCC, TOWN CLERK, Apex, North Carolina certify this is a true and exact map of annexation adopted the _____ day of _____, 2026, by the Town Council. I set my hand and seal of the Town of Apex, _____, 2026.

_____
ALLEN COLEMAN, CMC, NCCCC, TOWN CLERK

UNITED STATES OF AMERICA
PIN 0711-66-8680

0 20 40 80
U.S. SURVEY FEET
1 inch = 40 ft.

Legend

R/W – Right Of Way (Approximate)
PIN – Parcel Identification Number
NCSR – North Carolina Secondary Road
HOA – Homeowners Association
3305 – Street Address (Typical)

Property Line (not surveyed)
Property Line (not surveyed)
Easement/Buffer Line (not surveyed)
Approximate Right Of Way Line (not surveyed)
Existing Town of Apex Corporate Limits (not surveyed)

SATELLITE ANNEXATION MAP for the TOWN OF APEX

HOPE MILLS HOMES, LLC

WHITE OAK TOWNSHIP, WAKE COUNTY, NORTH CAROLINA

LISTED OWNER (NOT A TITLE VERIFICATION) HOPE MILLS HOMES, LLC 2101 DELLA CT APEX, NC 27502	Smith & Smith, Surveyors, P.A. P.O. BOX 457 APEX, N.C. 27502 (919) 362-7111 FIRM LICENSE No. C-0155	DATE MAY 4, 2026 SCALE 1" = 40' DRAWN BY WBH PROJ. NO. 2026-27
PIN 0712-70-5757		

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 #: 830 Submittal Date: 5-4-2026

Fee Paid $ 300.00 Check # CC

TO THE TOWN COUNCIL APEX, NORTH CAROLINA

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

OWNER INFORMATION

Hope Mills Homes, LLC	0712-70-5757
Owner Name (Please Print)	Property PIN or Deed Book & Page #
(917) 371-7175	sanjay.khazanchi@gmail.com
Phone	E-mail Address
Owner Name (Please Print)	Property PIN or Deed Book & Page #
Phone	E-mail Address
Owner Name (Please Print)	Property PIN or Deed Book & Page #
Phone	E-mail Address

SURVEYOR INFORMATION

Surveyor: Smith & Smith Surveyors

Phone: (919) 362-7111 Fax:

E-mail Address: ben@smithandsmithsurveyors.net

ANNEXATION SUMMARY CHART

Property Information		Reason(s) for annexation (select all that apply)	
Total Acreage to be annexed:	3.662 ~~3.62~~	Need water service due to well failure	☐
Population of acreage to be annexed:	unknown	Need sewer service due to septic system failure	☐
Existing # of housing units:	1	Water service (new construction)	☐
Proposed # of housing units:	3	Sewer service (new construction)	☐
Zoning District*:	RR-CZ	Receive Town Services	☑

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

PETITION FOR VOLUNTARY ANNEXATION

Application #: 830 Submittal Date: 5-4-2026

COMPLETE IF SIGNED BY INDIVIDUALS:

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

Please Print	Signature
Please Print	Signature
Please Print	Signature
Please Print	Signature

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

_____
Notary Public

SEAL

My Commission Expires: _____

COMPLETE IF A CORPORATION:

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

Corporate Name _____

SEAL

By: _____
President (Signature)

Attest:

_____
Secretary (Signature)

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

_____
Notary Public

SEAL

My Commission Expires: _____

PETITION FOR VOLUNTARY ANNEXATION

Application #: 830 Submittal Date: 5-4-2026

COMPLETE IF IN A LIMITED LIABILITY COMPANY

In witness whereof, Hope Mills Homes a limited liability company, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this the 20 day of April, 20 26

Name of Limited Liability Company Hope Mills Homes, LLC

By: J. Khazanchi
Signature of Member/Manager

STATE OF NORTH CAROLINA
COUNTY OF ~~WAKE~~ CHATHAM

Sworn and subscribed before me, Sanjay Khazanchi, a Notary Public for the above State and County, this the 20th day of April, 2026.

Notary Public

SEAL

ERIN MARCUM
NOTARY PUBLIC
Chatham County
North Carolina
My Commission Expires November 19, 2030

My Commission Expires: November 19, 2030

COMPLETE IF IN A PARTNERSHIP

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

Name of Partnership _____

By: _____
Signature of General Partner

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

_____
Notary Public

SEAL

My Commission Expires: _____

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: August 11, 2026

Item Details

Presenter(s): Allen Coleman, Town Clerk

Department(s): Town Clerk's Office

Requested Motion

Motion to adopt a Resolution Directing the Town Clerk to Investigate Petition Received, to accept the Certificate of Sufficiency by the Town Clerk, and to adopt a Resolution Setting the Date of a Public Hearing for Tuesday, August 25, 2026, on the Question of Annexation - Apex Town Council's intent to annex 7.995 +/- acres, located at 0 Perry Road, 0 and 930 South Hughes Street (PIN No. 0741-46-5131), Annexation No. 832, into the Town Corporate limits.

Approval Recommended?

Yes

Item Details

The Town Clerk certifies to the investigation of said annexation.

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

This annexation is associated with the recent Town of Apex property acquisition and is necessary for the property to receive Town services. The property is currently going through a site study to identity the appropriate mixed use development options to support affordable housing.

Attachments

- CN15-A1: Resolution Directing the Town Clerk to Investigate Petition
  - Certificate of Sufficiency by the Town Clerk
  - Resolution Setting Date of Public Hearing
- CN15-A2: Legal Description – Annexation No. 832 – TOA – 0 Perry and 0 and 930 South Hughes Street – 7.995 acres
- CN15-A3: Aerial Map – Annexation No. 832 – TOA – 0 Perry and 0 and 930 South Hughes Street – 7.995 acres
- CN15-A4: Plat Map – Annexation No. 832 – TOA – 0 Perry and 0 and 930 South Hughes Street – 7.995 acres

- CN15-A5: Annexation Petition – Annexation No. 832 – TOA – 0 Perry and 0 and 930 South Hughes Street – 7.995 acres

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

Annexation Petition No. 832
0 Perry Road and 0 and 930 South Hughes Street
Town of Apex Property

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

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

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

This the 11th day of August, 2026.

_____
Jacques K. Gilbert
Mayor

ATTEST:

_____
Allen L. Coleman, CMC
Town Clerk

CERTIFICATE OF SUFFICIENCY BY THE TOWN CLERK

Annexation Petition No. 832
0 Perry Road and 0 and 930 South Hughes Street
Town of Apex Property

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town of Apex, North Carolina this 11th day of August, 2026.

_____
Allen L. Coleman, CMC
Town Clerk

(Seal)

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

Annexation Petition No. 832
0 Perry Road and 0 and 930 South Hughes Street
Town of Apex Property

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 25th day of August, 2026.

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

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

This the 11th day of August, 2026.

_____
Jacques K. Gilbert,
Mayor

ATTEST:

_____
Allen L. Coleman, CMC
Town Clerk
Attachment: Legal Description

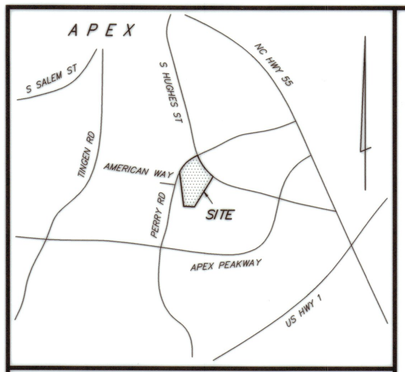
Smith & Smith Surveyors, P.A.
P.O. Box 457
Apex, N.C. 27502
(919) 362-7111
Firm License No. C-0155

Lying and being in Town of Apex ETJ, White Oak Township, Wake County, North Carolina and being described more fully as follows to wit:

BEGINNING at a point on the southern right of way of Perry Road (NCSR 1171) point also being on the eastern right of way of S Hughes Street (NCSR 1158); thence South 23º 54' 32" East, 6.61 feet to a point; thence a curve to the left South 37º 03' 29" East, 412.66 feet (chord), 907.00 feet (radius) to a point; thence South 31º 43' 51" West, 688.46 feet to a point; thence North 87º 20' 18" West, 173.60 feet to a point; thence North 06º 44' 46" West, 664.19 feet to a point; thence North 06º 44' 46" West, 45.90 feet to a point; thence North 34º 03' 38" East, 8.13 feet to a point; thence North 54º 02' 04" East, 49.35 feet to a point; thence North 61º 43' 17" East, 324.54 feet to a point; thence North 63º 57' 35" East, 41.45 feet to a point and place of BEGINNING, containing 7.995 acres more or less. The above-described tract of land includes that portion within the right of way of S Hughes Street (NCSR 1158).

This description was prepared for the sole purpose of annexation of a municipal boundary and for no other use.


Handel Ln
Teulon Way
Perry Rd
Interior Ct
Perry Farms
Cambridge Village
Shackleton Rd
Cambridge Village Loop
American Way
S Hughes St
Annexation #832
Amethyst Crest Way
Stone Glen Apartments
0
200
400
Feet
July 2026
June 2026 Aerial
Photography Prepared by Town of Apex Planning Department



VICINITY MAP (NOT TO SCALE)

(17) B.M. 1995, PG. 1518
(7) B.M. 1994, PG. 1290
(6) B.M. 1994, PG. 1290
(5) B.M. 1994, PG. 1290
(18) B.M. 1995, PG. 1518
(20) B.M. 1995, PG. 1518
(19) B.M. 1995, PG. 1518
(4) B.M. 2003, PG. 1141
(1) B.M. 2003, PG. 1141

ANNEXATION # 115
B.M. 1989, PG. 60

PERRY RD
PUBLIC R/W ~ NCSR 1171

41.45'
N 63°57'35" E

S 23°54'32" E
6.61'

IN
OUT
TOWN OF APEX ETJ

324.54'
N 61°43'17" E

49.35'
N 54°02'04" E

8.13'
N 34°05'38" E

45.90'
N 06°44'46" W

MAP NORTH
B.M. 2007, PG. 2913

RADIUS=907.00'
CHORD=412.66'
S 37°03'29" E

930

S HUGHES ST
60' PUBLIC R/W ~ NCSR 1158
D.B. 1605, PG. 444

REX HOSPITAL, INC.
D.B. 11480, PG. 1695
B.M. 1998, PG. 698

ANNEXATION # 263
B.M. 1998, PG. 2290

AMERICAN WAY
60' PUBLIC R/W
B.M. 2003, PG. 1141

PERRY RD
60' PUBLIC R/W ~ NCSR 1171
D.B. 4875, PG. 901

A PORTION OF
(A)
TOWN OF APEX
D.B. 19825, PG. 1570
B.M. 2024, PG. 2374

A PORTION OF
(A)
TOWN OF APEX
D.B. 19825, PG. 1570
B.M. 2024, PG. 2374

ANNEXATION # _____

I, ALLEN COLEMAN, CMC, NCCCC, TOWN CLERK, Apex, North Carolina certify this is a true and exact map of annexation adopted the _____ day of _____, 2026, by the Town Council. I set my hand and seal of the Town of Apex, _____, 2026.

_____
ALLEN COLEMAN, CMC, NCCCC, TOWN CLERK

7.995 ACRES TOTAL ANNEXED
NOT A PHYSICAL SURVEY

THIS MAP WAS PREPARED FOR THE SOLE PURPOSE OF ANNEXATION OF A MUNICIPAL BOUNDARY.
THIS MAP SHOULD NOT BE USED TO TRANSFER PROPERTY SHOWN HEREON.

664.19'
N 08°44'46" W

N 87°20'18" W
173.60'

TOWN OF APEX ETJ
OUT
IN

S 31°43'51" W
688.46'
BEARING BASIS

(11) TOWN OF APEX
D.B. 19825, PG. 1570
B.M. 2007, PG. 2419
B.M. 2008, PG. 535
B.M. 2009, PG. 1118
B.M. 2024, PG. 2374

ANNEXATION # 422
B.M. 2007, PG. 2913

I, STALEY C. SMITH, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION ~~FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION~~ AS RECORDED IN:
D.B. 19825, PG. 1570
B.M. 2024, PG. 2374

THIS MAP OR PLAT IS EXEMPT FROM THE REQUIREMENTS OF G.S. 47-30 PURSUANT TO G.S. 47-30(j).

WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER, AND SEAL THIS 1ST DAY OF JUNE, A.D., 2026.

NORTH CAROLINA PROFESSIONAL SEAL L-3766 LAND SURVEYOR STALEY C. SMITH

Staley C Smith
Professional Land Surveyor
L-3766
License Number

KING HOLDING CORP
D.B. 4438, PG. 735
B.M. 1989, PG. 60

ANNEXATION # 115
B.M. 1989, PG. 60

Legend
R/W – Right Of Way (Approximate)
PIN – Parcel Identification Number
ETJ – Extraterritorial Jurisdiction
NCSR – North Carolina Secondary Road
930 – Street Address (Typical)
Property Line (not surveyed)
Property Line (not surveyed)
Approximate Right Of Way Line (not surveyed)
Existing Town of Apex Corporate Limits (not surveyed)

SURVEYOR NOTES:
1. THE PROPERTY SHOWN HEREON MAY BE SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RIGHTS OF WAY, AND EASEMENTS OF RECORD.
2. NO TITLE SEARCH HAS BEEN PERFORMED BY THIS FIRM DURING THE COURSE OF THIS SURVEY.
3. THIS SURVEYOR DOES NOT CERTIFY TO THE EXISTENCE OR NON-EXISTENCE OF ANY UNDERGROUND UTILITIES, BURIAL GROUNDS, OR ANY SUBSURFACE FEATURES THAT MAY OR MAY NOT BE PRESENT ON THIS SITE.
4. ALL DISTANCES ARE HORIZONTAL U.S. SURVEY FOOT UNIT GROUND MEASUREMENTS.
5. AREA DETERMINED USING THE COORDINATE GEOMETRY METHOD.
6. CURRENT PROPERTY ZONING: RA (RESIDENTIAL AGRICULTURAL)
7. SUBJECT PROPERTY ADDRESS: 930 S HUGHES ST, APEX, NC 27502

0 30 60 120
U.S. SURVEY FEET
1 inch = 60 ft.

ANNEXATION MAP for the TOWN OF APEX
TOWN OF APEX
TOWN OF APEX ETJ, WHITE OAK TOWNSHIP, WAKE COUNTY, NORTH CAROLINA

LISTED OWNER
(NOT A TITLE VERIFICATION)
TOWN OF APEX
PO BOX 250
APEX, NC 27502

PIN 0741-46-5131

Smith & Smith, Surveyors, P.A.
P.O. BOX 457
APEX, N.C. 27502
(919) 362-7111
FIRM LICENSE No. C-0155

DATE APRIL 7, 2026
SCALE 1" = 60'
DRAWN BY WBH
PROJ. NO. 2024-68

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 #: #832 Submittal Date: 5-21-2026

Fee Paid $ N/A - TOWN OF APEX Check # N/A

To The Town Council Apex, North Carolina

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

Owner Information

TOWN OF APEX	0741465131
Owner Name (Please Print)	Property PIN or Deed Book & Page #
919-249-3397	steve.adams@apexnc.org
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: SMITH & SMITH SURVEYORS

Phone: 919-362-7111 Fax:

E-mail Address: ben@smithandsmithsurveyors.net

Annexation Summary Chart

Property Information		Reason(s) for annexation (select all that apply)	
Total Acreage to be annexed:	7.995	Need water service due to well failure	☐
Population of acreage to be annexed:	0	Need sewer service due to septic system failure	☐
Existing # of housing units:	0	Water service (new construction)	☐
Proposed # of housing units:	TBD	Sewer service (new construction)	☐
Zoning District*:	RA	Receive Town Services	☑

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

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for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: August 11, 2026

Item Details

Presenter(s): Allen Coleman, Town Clerk

Department(s): Town Clerk's Office

Requested Motion

Motion to adopt a Resolution Directing the Town Clerk to Investigate Petition Received, to accept the Certificate of Sufficiency by the Town Clerk, and to adopt a Resolution Setting the Date of a Public Hearing for Tuesday, August 25, 2026, on the Question of Annexation - Apex Town Council's intent to annex 1.33 +/- acres, located at 2809 Evans Road (PIN No. 0721-82-1829), Annexation No. 834, into the Town Corporate limits.

Approval Recommended?

Yes

Item Details

The Town Clerk certifies to the investigation of said annexation.

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

This annexation is requested by a single property owner who wishes to receive Town services. This property is currently zoned Rural Residential and is not requested to be rezoned at this time.

Attachments

- CN16-A1: Resolution Directing the Town Clerk to Investigate Petition
  - Certificate of Sufficiency by the Town Clerk
  - Resolution Setting Date of Public Hearing
- CN16-A2: Legal Description – Annexation No. 834 – 2809 Evans Road – 1.33 acres
- CN16-A3: Aerial Map – Annexation No. 834 – 2809 Evans Road – 1.33 acres
- CN16-A4: Plat Map – Annexation No. 834 – 2809 Evans Road – 1.33 acres
- CN16-A5: Annexation Petition – Annexation No. 834 – 2809 Evans Road – 1.33 acres

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

Annexation Petition No. 834
2809 Evans Road – 1.33 acres

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

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

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

This the 11th day of August, 2026.

_____
Jacques K. Gilbert
Mayor

ATTEST:

_____
Allen L. Coleman, CMC
Town Clerk

CERTIFICATE OF SUFFICIENCY BY THE TOWN CLERK

Annexation Petition No. 834
2809 Evans Road – 1.33 acres

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town of Apex, North Carolina this 11th day of August, 2026.

_____
Allen L. Coleman, CMC
Town Clerk

(Seal)

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

Annexation Petition No. 834
2809 Evans Road – 1.33 acres

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

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

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

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

Section 1. A public hearing on the question of annexation of the area described herein will be held at the Apex Town Hall at 6 o'clock p.m. on the 25th day of August, 2026.

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

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

This the 11th day of August, 2026.

_____
Jacques K. Gilbert,
Mayor

ATTEST:

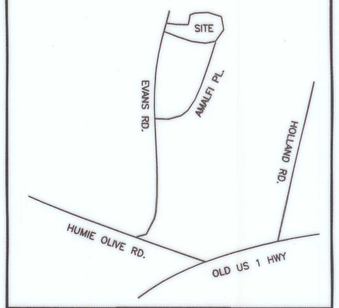
_____
Allen L. Coleman, CMC
Town Clerk
Attachment: Legal Description

LEGAL DESCRIPTION

BEGINNING at an existing iron pipe on the eastern right of way of Evans Road, having NC Grid Coordinates of N - 712986.79 and E - 2027999.88 (NAD 83 (2011) 2018), and also being North 16 degrees 23 minutes 16 seconds East - 379.15 feet from the intersection of Grouse Trail and Evans Road.
Thence from said beginning point South 84 degrees 50 minutes 14 seconds East - 185.49 feet to an existing iron pipe;
Thence South 87 degrees 26 minutes 40 seconds East - 134.06 feet to an existing iron pipe;
Thence South 13 degrees 37 minutes 14 seconds West - 153.45 feet to an “X” mark in concrete; Thence North 89 degrees 12 minutes 49 seconds West - 187.69 feet to an existing iron pipe;
Thence North 88 degrees 31 minutes 52 seconds West - 155.38 feet to an existing iron pipe, said iron pipe being on the eastern right of way of Evans Road;
Thence North 88 degrees 31 minutes 52 seconds West - 26.91 feet to a point in the centerline of Evans road;
Thence the following courses and distances along the centerline of Evans Road;
North 12 degrees 58 minutes 58 seconds East - 67.84 feet,
North 19 degrees 29 minutes 23 seconds East - 77.83 feet,
North 27 degrees 11 minutes 08 seconds East 31.10 feet;
Thence South 84 degrees 50 minutes 16 seconds East - 32.07 feet to an existing iron pipe, said iron pipe being the point of BEGINNING, containing 1.33 acres more or less.

This is the same property conveyed in a deed for Brenda Lue Morrison and Towana Sherell Morrison, recorded in Book 6894 Page 615, Wake County Registry.


Annexation #834
The Traditions at Bella Casa
Lazio Ln
Evans Rd
Manors at Bella Casa
Amalfi Pl
Grouse Trl
July 2026
June 2026 Aerial
Photography Prepared by: Town of Apex Planning Department
0
200
400
Feet



VICINITTY MAP (NO SCALE)

Annexation # _____

I, Allen Coleman, CMC, NCCCC, Town Clerk, Apex, North Carolina certify this a true and exact map of annexation

adopted the _____ day of _____, 20___, by the Town Council. I set my hand and seal of the

Town of Apex, _____.
Day/Month/Year

_____
Allen Coleman, CMC, NCCCC, Town Clerk

NOTES

AREA BY COORDINATES
NC GRID COORDINATES OBTAINED USING A CARLSON BRx7 GPS UNIT, REFERENCED TO NAD 83(2018).

THIS SURVEY DID NOT HAVE THE BENEFIT OF A TITLE REPORT AND IS SUBJECT TO ANY MATTERS ONE MAY DISCLOSE. PROPERTY SUBJECT TO BOTH ABOVE AND/OR BELOW GROUND UTILITIES AND/OR EASEMENTS.

THIS PROPERTY IS NOT LOCATED IN A FLOOD HAZARD AREA PER F.E.M.A. MAP #3720072100K, EFF. DATE: 7/19/2022 ZONE X

ZONED RR – TOWN OF APEX
THIS PROPERTY DOES FALL INSIDE OF THE ETJ.
ENTIRE SITE IS WITHIN THE PRIMARY WATERSHED PROTECTION OVERLAY.

RR ZONING SETBACKS

FRONT: 40'
SIDE: 15'
REAR – 25'

EASEMENT LINE TABLE

LINE	BEARING	DISTANCE
L1	S 02°33'20" W	5.00'
L2	S 87°26'40" E	123.65'
L3	N 05°59'38" E	15.00'
L4	N 87°26'40" W	20.00'
L5	N 05°59'38" E	20.00'
L6	N 87°26'40" W	20.00'
L7	N 28°43'23" E	5.00'
L8	N 28°44'51" E	5.00'
L9	S 84°50'14" E	5.00'
L10	S 28°44'51" W	5.00'
L11	S 84°50'14" E	5.00'

LEGEND

EIP – EXISITNG IRON PIPE
CPED – COMMUNICATION PEDESTAL
SSMH – SANITARY SEWER MANHOLE
UP – UTILITY POLE
R/W – RIGHT OF WAY
D.B. – DEED BOOK
B.M. – BOOK OF MAPS
CP – COMPUTED POINT
CC – CONTROL CORNER
107 – DENOTES ADDRESS
⊕ – EXISTING IRON PIPE

MAP REFERENCES
B.M. 1996 PG.264
B.M. 2018 PG. 33
B.M. 2014 PG. 1140
OTHERS AS SHOWN

TYREE WHITEHEAD HEIRS
% EUNICE W. LEE
PIN # 0721832287
VACANT
RR

JEANETT & ALLEN LEE
D.B. 18–E PG. 1732
VACANT
RR

BELLA CASA HOA INC.
D.B. 17817 PG. 286
B.M. 2018 PG. 33
HOA
MD–CZ

TAYLOR & JESSICA ANDERSON
D.B. 20247 PG. 848
B.M. 1996 PG.264
RESIDENTIAL LESS THAN 10 ACRES
RR

MILDRED H. JUDD
D.B. 25–E PG. 4469
VACANT
RR

BELLA CASA HOA INC.
D.B. 15547 PG. 1010
B.M. 2012 PG. 276
HOA
RR

N:713210.32
E:2028203.49
EIP CC
S 87°26'39"E 239.35'
318.67'
EIP
79.32'
EIP W/ CAP CC
N:713196.11
E:2028521.84
180.92'
N 04°29'27"E
240.95'
197.90'
S 04°25'50"W
CURRENT TOWN OF APEX TOWN LIMITS
43.05'
EIP W/ CAP
EIP W/ CAP
EIP W/ CAP
EIP W/ CAP
29.89'
21.84'
49.92'
113.11'
L1
L2
L3
L4
L5
L6
10.00'
NAIL @ BASE
EIP
318.93'
EIP W/ CAP
153.45'
S 13°37'14"W
CURRENT TOWN OF APEX TOWN LIMITS
20' PRIVATE DRAINAGE EASEMENT
AMALFI PLACE
50' PUBLIC R/W
SSMH
BELLA CASA HOA INC.
D.B. 17817 PG. 286
B.M. 2018 PG. 33
10' TOA TYPE "B" LANDSCAPE BUFFER
HOA
MD–CZ

N
W E
S
NC GRID NAD83 (2018)

MFG HOME
DECK
PAVERS
DILAPIDATED BUILDING
BLOCK GARAGE
CONCRETE PAD
GRAVEL DRIVEWAY 2.8' SOUTH OF LINE
EXISTING VARIABLE WIDTH TOWN OF APEX PUBLIC WATER AND SEWER EASEMENT
EXISTING PRIVATE VARIABLE WIDTH SEWER EASEMENT

OVERHEAD ELECTRIC LINE
DILAPIDATED SHED CORNER 3.29' SOUTH OF LINE
S 84°50'47"E 158.59'
3.29'
10.64'
DILAPIDATED FENCE CORNER 10.64' SOUTH OF LINE
BLOCK WALL
GRAVEL DRIVE
CPED
2805
N 28°44'51" E 60.48'
TOWN OF APEX 5'X5' PUBLIC WATER EASEMENT
S 84°50'16" E 5.00'
EIP
N:712986.79
E:2027999.88
S 84°50'14"E 185.49'
NEW TOWN OF APEX TOWN LIMITS
134.06'
S 87°26'40"E

EVANS ROAD
60' PUBLIC R/W
N.C.S.R. 1147

CURRENT TOWN OF APEX TOWN LIMITS
N 27°11'08" E 31.10'
32.07'
CP
N 26°49'37" E 43.13'
N 19°29'23" E 77.83'
NEW TOWN OF APEX TOWN LIMITS
N 19°16'30"E 72.11'
2809
N 12°58'58" E 67.84'
N 16°24'19"E 60.87'
CP 26.91'
N 88°31'52" W
59.42'
EIP
N 88°31'52"W 155.38'
95.96'
EIP
N:712821.84
E:2027939.42
N 89°12'49"W 187.69'
"X" MARK IN CONCRETE

S 16°23'16"W 379.15'
TIE TO INTERSECTION OF GROUSE TRL.

2

TOTAL AREA TO BE ANNEXED
57,922 SF
1.33 ACRES
–
TOTAL AREA IN R/W
5,156 SF
0.12 ACRES
=
TOTAL AREA – AREA IN R/W
52,766 SF
1.21 ACRES

LAMON B. MORRISON
D.B. 15433 PG. 2174

LAMON B. MORRISON
D.B. 15710 PG. 660

I, BENTON W. DEWAR, PROFESSIONAL LAND SURVEYOR NO. 3040, CERTIFY:
THAT THIS SURVEY IS OF ANOTHER CATEGORY, SUCH AS RECOMBINATION OF EXISTING PARCELS, A COURT–ORDERED SURVEY, OR OTHER EXEMPTION OR EXCEPTION TO THE DEFINITION OF SUBDIVISION.

B. W. Dewar
BENTON W. DEWAR, NCPLS – 3040

I, BENTON W. DEWAR CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION DEED BOOK 3182 PAGE 225 MAP # 2014 PAGE 1140 ; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK ____ PAGE ____ ; THAT THE RATIO OF PRECISION OR POSITIONAL ACURACY AS CALCULATED IS 1:15,000+ ; THAT THIS PLAT WAS PREPARED IN ACCORDANE WITH G.S. 47–30 AS AMMENDED. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 12TH DAY OF MARCH, A.D. 2026

B. W. Dewar
BENTON W. DEWAR, NCPLS – 3040

NORTH CAROLINA PROFESSIONAL L - 3040 LAND SURVEYOR BENTON W. DEWAR

I, BENTON W. DEWAR, CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION FROM AN ACTUAL FIELD SURVEY OF DESCRIPTION(S) AS RECORDED IN DEED BOOK 3182 PAGE 225 . THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS SUCH AND WERE PLOTTED FROM INFORMATION AS REFERENCED HEREON; THAT THE RATIO OF PRECISION AS CALCULATED WAS 10,000+ AND THAT THE GLOBAL NAVIGATIONAL SATELLITE SYSTEM(GNSS) WAS USED TO PERFORM A PORTION OF THIS SURVEY AND THE FOLLOWING INFORMATION WAS USED:

CLASS OF SURVEY	CLASS A
POSITIONAL ACCURACY	0.03
TYPE OF GPS FIELD PROCEDURE	VRS
DATUM/EPOCH	NAD 83
DATES OF SURVEY	2–20–2026
PUBLISHED/FIXED–CONTROL USE	RTK
GEOID MODEL	2018
COMBINED GRID FACTOR	9998885607
UNITS	US SURVEY FEET

REVISIONS
7/2/26 TOWN COMMENTS
7/10/26 TOWN COMMENTS

ANNEXATION MAP FOR THE TOWN OF APEX

BRENDA & TOWANA MORRISON

2809 EVANS ROAD
APEX, NC 27502
LOT 2 BURNETT L. MORRISON ESTATE
BOOK OF MAPS 2014 PAGE 1140
DEED BOOK 6894 PAGE 615
PIN # 721821829
BUCKHORN TOWNSHIP
WAKE COUNTY – NORTH CAROLINA
SCALE: 1" = 40' JUNE 18, 2026

0 10 20 40 60 80

BENTON DEWAR & ASSOCIATES
PROFESSIONAL LAND SURVEYOR
5920 HONEYCUTT ROAD
HOLLY SPRINGS, NC 27540
(919)–552–9813
EMAIL–bentondewar@gmail.com

26–79
MORRISON/26/750

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 #: #834 Submittal Date: 6-22-2026

Fee Paid $ 300.00 Check # 4399

TO THE TOWN COUNCIL APEX, NORTH CAROLINA

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

OWNER INFORMATION

BRENDA MORRISON JOHNSON Owner Name (Please Print)	669-107 1996 264 Property PIN or Deed Book & Page #
757-351-9883 Phone	BRENDAANDJOHN19@gmail.com E-mail Address
TOWANA SHERELL MORRISON Owner Name (Please Print)	SAME AS ABOVE Property PIN or Deed Book & Page #
759-842-0019 Phone	Smorrison9717@gmail.com E-mail Address
Owner Name (Please Print)	Property PIN or Deed Book & Page #
Phone	E-mail Address

SURVEYOR INFORMATION

Surveyor: BENTON DEWAR and ASSOCIATES

Phone: 919 552-9813 Fax:

E-mail Address: bentondewar@gmail.com

ANNEXATION SUMMARY CHART

Property Information		Reason(s) for annexation (select all that apply)	
Total Acreage to be annexed:	1.33	Need water service due to well failure	☐
Population of acreage to be annexed:	2	Need sewer service due to septic system failure	☐
Existing # of housing units:	1	Water service (new construction)	☐
Proposed # of housing units:	0	Sewer service (new construction)	☐
Zoning District*:	RR	Receive Town Services	☑

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

PETITION FOR VOLUNTARY ANNEXATION

Application #: 834 Submittal Date: 6-22-2026

COMPLETE IF SIGNED BY INDIVIDUALS:

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

BRENDA MORRISON JOHNSON
Please Print

Brenda Morrison Johnson
Signature

Towana Sherell Morrison
Please Print

Towana Sherell Morrison
Signature

Please Print

Signature

Please Print

Signature

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, the undersigned, a Notary Public for the above State and County, this the 30 day of March, 2026.

SEAL

DAVID R GODFREY NOTARY PUBLIC WAKE COUNTY, NC MY COMM. EXP: SEPT. 19, 2030

Notary Public

My Commission Expires: 09/19/2030

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: _____

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: August 11, 2026

Item Details

Presenter(s): Allen Coleman, Town Clerk

Department(s): Town Clerk's Office

Requested Motion

Motion to adopt a Resolution Directing the Town Clerk to Investigate Petition Received, to accept the Certificate of Sufficiency by the Town Clerk, and to adopt a Resolution Setting the Date of a Public Hearing for Tuesday, August 25, 2026, on the Question of Annexation - Apex Town Council's intent to annex 5.670 +/- acres, located at 0 Pine Plaza Drive (PIN No. 0742-97-9560 and PIN No. 0752-07-2751), Annexation No. 835, into the Town Corporate limits.

Approval Recommended?

Yes

Item Details

The Town Clerk certifies to the investigation of said annexation.

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

This annexation is requested to support a development that is within the current zoning regulations for Gleen Square Commercial Park (VIEW HERE).

Attachments

- CN17-A1: Resolution Directing the Town Clerk to Investigate Petition
  - Certificate of Sufficiency by the Town Clerk
  - Resolution Setting Date of Public Hearing
- CN17-A2: Legal Description – Annexation No. 835 – 0 Pine Plaza Drive – 5.670 acres
- CN17-A3: Aerial Map – Annexation No. 835 – 0 Pine Plaza Drive – 5.670 acres
- CN17-A4: Plat Map – Annexation No. 835 – 0 Pine Plaza Drive – 5.670 acres
- CN17-A5: Annexation Petition – Annexation No. 835 – 0 Pine Plaza Drive – 5.670 acres

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

Annexation Petition No. 835
0 Pine Plaza Drive – 5.670 acres

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

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

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

This the 11th day of August, 2026.

_____
Jacques K. Gilbert
Mayor

ATTEST:

_____
Allen L. Coleman, CMC
Town Clerk

CERTIFICATE OF SUFFICIENCY BY THE TOWN CLERK

Annexation Petition No. 835
0 Pine Plaza Drive – 5.670 acres

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town of Apex, North Carolina this 11th day of August, 2026.

_____
Allen L. Coleman, CMC
Town Clerk

(Seal)

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

Annexation Petition No. 835
0 Pine Plaza Drive – 5.670 acres

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

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

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

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

Section 1. A public hearing on the question of annexation of the area described herein will be held at the Apex Town Hall at 6 o'clock p.m. on the 25th day of August, 2026.

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

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

This the 11th day of August, 2026.

_____
Jacques K. Gilbert,
Mayor

ATTEST:

_____
Allen L. Coleman, CMC
Town Clerk
Attachment: Legal Description

Bateman Civil Survey Company, PC
2524 Reliance Avenue
Apex, NC 27539

Phone: (919) 577-1080
Fax: (919) 577-1081
info@batemancivilsurvey.com

TRACT ONE (PIN# 0742979560):

BEING ALL OF THAT TRACT OF LAND NOW OR FORMERLY OF IFS HOLDING LLS, AS DESCRIBED IN DEED BOOK 19872 AT PAGE 2409 AND SHOWN AS LOT 3A IN BOOK OF MAPS 2016 AT [AGE 1795 PF THE WAKE COUNTY REGISTER OF DEEDS, LYING IN WHITE OAK TOWNSHIP, WAKE COUNTY, NORTH CAROLINA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON PIPE FOUND ON THE SOUTHERN RIGHT OF WAY OF PINE PLAZA DRIVE AND THE NORTHWESTERN CORNER OF THE HEREIN DESCRIBED PARCEL, SAID IRON BEING THE TRUE POINT OF BEGINNING AND HAVING NORTH CAROLINA STATE PLAIN COORDINATES OF N: 727,824.25' AND E: 2,049,825.52', THENCE, FROM THE POINT OF BEGINNING AND WITH SAID RIGHT OF WAY, N89°30'57"E, 149.26 FEET TO A COTTON SPIKE FOUND; THENCE, CONTINUING WITH SAID RIGHT OF WAY, ALONG A CURVE TO THE RIGHT, WITH A CHORD BEARING OF S50°27'33"E, A CHORD LENGTH OF 282.74 FEET, AN ARC DISTANCE OF 307.06 FEET AND RADIUS OF 220 FEET TO A 3/4" IRON PIPE SET; THENCE, CONTINUING WITH SAID RIGHT OF WAY S10°28'24"E, 126.58 FEET TO A 1/2" IRON PIPE FOUND; THENCE, LEAVING SAID RIGHT OF WAY, S44°01'40"W, 13.88 FEET TO A COMPUTED POINT; THENCE S22°45'43"W, 19.77 FEET TO A COMPUTED POINT; THENCE S05°57'14"E, 10.69 FEET TO A COMPUTED POINT; THENCE S12°49'41"W, 27.67 FEET TO A COMPUTED POINT; THENCE S37°12'02"W, 11.11 FEET TO A COMPUTED POINT; THENCE S44°14'00"W, 7.69 FEET TO A COMPUTED POINT; THENCE S11°25'18"W, 12.41 FEET TO A COMPUTED POINT; THENCE S30°51'18"W, 16.73 FEET TO A COMPUTED POINT; THENCE S36°35'59"W, 15.86 FEET TO A COMPUTED POINT; THENCE S67°18'55"W, 14.61 FEET TO A COMPUTED POINT; THENCE S87°52'09"W, 26.33 FEET TO A COMPUTED POINT; THENCE S63°25'34"W, 6.63 FEET TO A COMPUTED POINT; THENCE S34°33'14"W, 7.99 FEET TO A COMPUTED POINT; THENCE S43°10'59"W, 8.77 FEET TO A COMPUTED POINT; THENCE S32°16'01"W, 10.28 FEET TO A COMPUTED POINT; THENCE S09°51'58"E, 10.93 FEET TO A COMPUTED POINT; THENCE S20°30'32"W, 20.84 FEET TO A COMPUTED POINT; THENCE S28°13'16"W, 20.69 FEET TO A COMPUTED POINT; THENCE S08°23'25"W, 12.09 FEET TO A COMPUTED POINT; THENCE S55°07'28"W, 30.95 FEET TO A COMPUTED POINT; THENCE S64°45'53"W, 22.09 FEET TO A COMPUTED POINT; THENCE S08°24'50"W, 9.24 FEET TO A COMPUTED POINT; THENCE S09°52'16"E, 7.31 FEET TO A COMPUTED POINT; THENCE S39°41'03"W, 5.84 FEET TO A COMPUTED POINT; THENCE S53°42'55"W, 8.03 FEET TO A COMPUTED POINT; THENCE S04°25'40"E, 23.50 FEET TO A COMPUTED POINT; THENCE S22°06'07"W, 18.37 FEET TO A COMPUTED POINT; THENCE S14°45'43"W, 19.80 FEET TO A ¾" IRON PIPE SET; THENCE N88°06'21"W, 203.32 FEET TO A 1/2" IRON PIPE FOUND; THENCE N87°55'30"W, 96.44 FEET TO A 1/2" IRON PIPE FOUND; THENCE N01°40'11"E, 67.18 FEET TO A 1/2" IRON PIPE FOUND; THENCE N24°03'14"W, 87.10 FEET TO A 3/4" IRON PIPE SET; THENCE N65°58'32"E, 118.91

Bateman Civil Survey Company, PC
2524 Reliance Avenue
Apex, NC 27539

Phone: (919) 577-1080
Fax: (919) 577-1081
info@batemancivilsurvey.com

FEET TO A 1/2" IRON PIPE FOUND; THENCE N23°44'28"E, 91.08 FEET TO A 1/2" IRON PIPE FOUND; THENCE N00°30'43"W, 338.00 FEET TO THE POINT OF BEGINNING

THE DESCRIBED PARCEL CONTAINS 217,677 SQUARE FEET OR 5.00 ACRES, MORE OR LESS.

TRACT TWO (PIN# 0752072751)

BEING ALL OF THAT PARCEL OF LAND NOW OR FORMERLY OF IFS HOLDINGS LLC, AS DESCRIBED IN DEED BOOK 14715 AT PAGE 1268 AND SHOWN AS LOT 3B IN BOOK OF MAPS 2016 AT PAGE 1537 OF THE WAKE COUNTY REGISTER OF DEEDS, LYING IN WHITE OAK TOWNSHIP, WAKE COUNTY, NORTH CAROLINA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON PIPE FOUND ON THE NORTHERN RIGHT OF WAY OF PINE PLAZA DRIVE AND THE WESTERN CORNER OF THE HEREIN DESCRIBED PARCEL, SAID IRON BEING THE TRUE POINT OF BEGINNING AND HAVING NORTH CAROLINA STATE PLAIN COORDINATES OF N: 727,885.55' AND E: 2,049,974.31'; THENCE, FROM THE POINT OF BEGINNING AND LEAVING SAID RIGHT OF WAY, N89°30'22"E, 122.17 FEET TO A 3/4" IRON PIPE SET; THENCE S87°54'59"E, 116.75 FEET TO A 1/2" IRON PIPE FOUND; THENCE S30°42'55"E, 28.27 FEET TO A COMPUTED POINT; THENCE S16°59'27"E, 39.23 FEET TO A COMPUTED POINT; THENCE S11°54'46"W, 15.14 FEET TO A COMPUTED POINT; THENCE S18°52'11"E, 25.17 FEET TO A COMPUTED POINT; THENCE S16°13'15"W, 25.44 FEET TO A COMPUTED POINT; THENCE S38°06'06"E, 28.34 FEET TO A COMPUTED POINT; THENCE S61°20'42"E, 24.21 FEET TO A COMPUTED POINT; THENCE S11°22'22"E, 20.44 FEET TO A COMPUTED POINT; THENCE S59°08'19"E, 29.93 FEET TO A COMPUTED POINT; THENCE S79°37'56"E, 16.14 FEET TO A COMPUTED POINT; THENCE S52°57'46"E, 27.61 FEET TO A COMPUTED POINT; THENCE S27°02'15"E, 19.70 FEET TO A COMPUTED POINT; THENCE S42°05'38"E, 20.05 FEET TO A COMPUTED POINT; THENCE S37°00'29"E, 18.61 FEET TO A COMPUTED POINT; THENCE S56°40'09"E, 8.47 FEET TO A COMPUTED POINT; THENCE S33°22'57"E, 20.99 FEET TO A COMPUTED POINT; THENCE S06°57'06"W, 13.71 FEET TO A COMPUTED POINT; THENCE S44°29'00"E, 9.62 FEET TO A COMPUTED POINT; THENCE S88°24'33"W, 10.16 FEET TO A COMPUTED POINT; THENCE S69°07'08"W, 17.52 FEET TO A COMPUTED POINT; THENCE S54°30'58"W, 18.27 FEET TO A COMPUTED POINT; THENCE S82°10'39"W, 22.21 FEET TO A COMPUTED POINT; THENCE S62°48'41"W, 10.44 FEET TO A COMPUTED POINT; THENCE S58°38'59"W, 25.32 FEET TO A COMPUTED POINT; THENCE S88°54'00"W, 17.51 FEET TO A COMPUTED POINT; THENCE N50°22'04"W, 21.89 FEET TO A 3/4" IRON PIPE SET; THENCE S84°10'56"W, 1.20 FEET TO A 3/4" IRON PIPE SET ON THE EASTERN RIGHT OF WAY OF

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Apex, NC 27539

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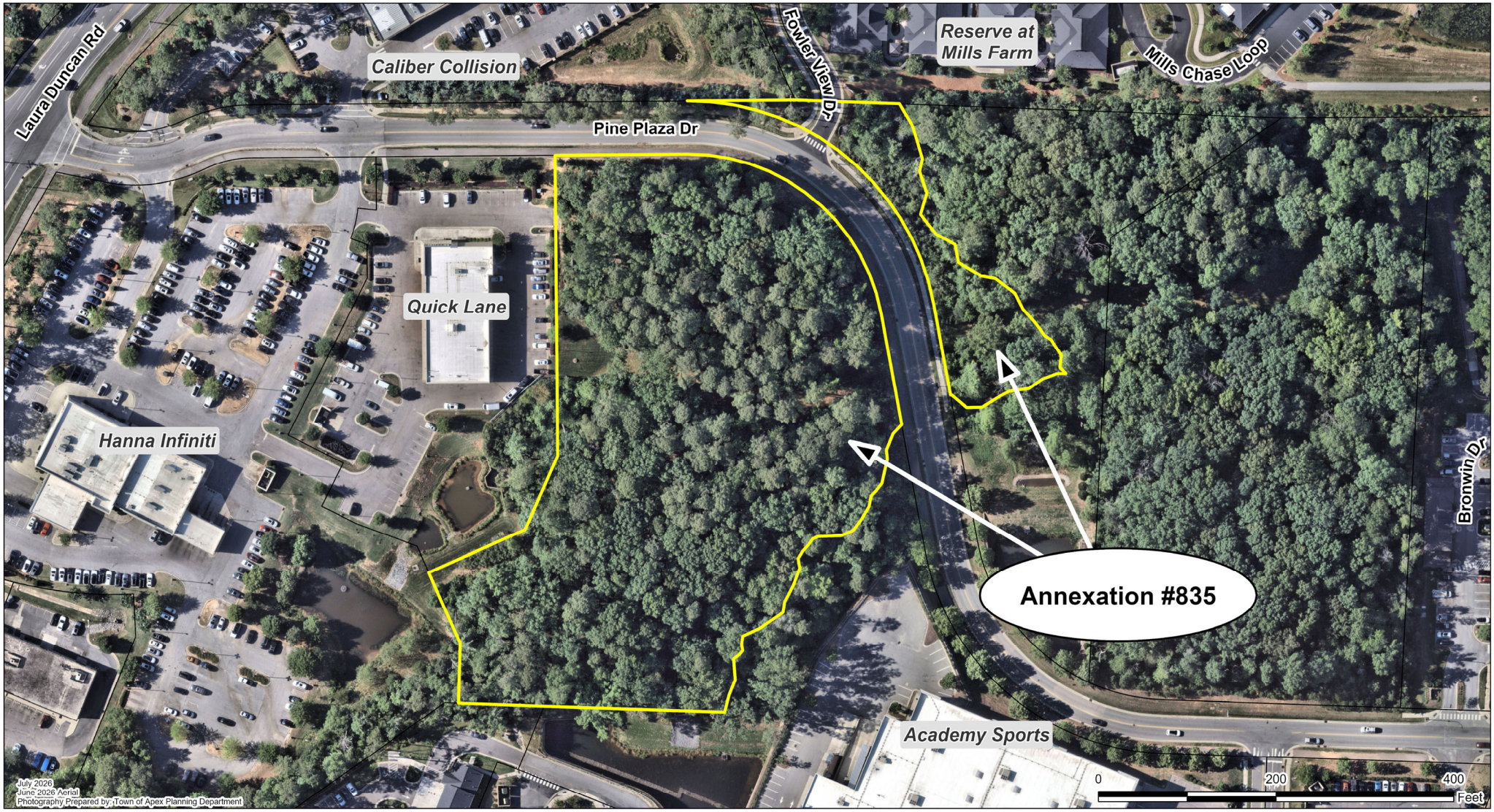
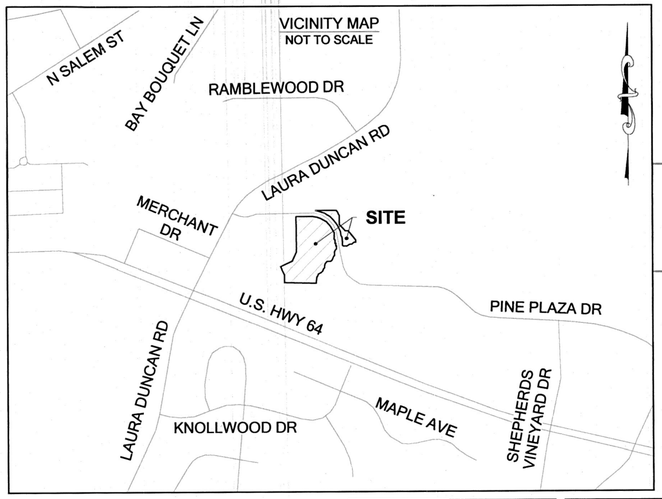
Fax: (919) 577-1081
info@batemancivilsurvey.com

PINE PLAZA DRIVE; THENCE, WITH SAID RIGHT OF WAY, N10°28'24"W, 104.08 FEET TO A 3/4" IRON PIPE SET; THENCE, CONTINUING WITH SAID RIGHT OF WAY, ALONG A CURVE TO THE LEFT, WITH A CHORD BEARING OF N50°27'40"W, A CHORD LENGTH OF 359.87 FEET, AN ARC DISTANCE OF 390.84 FEET AND RADIUS OF 280 FEET TO THE POINT OF BEGINNING.

THE DESCRIBED PARCEL CONTAINS 29,211 SQUARE FEET OR 0.67 ACRES, MORE OR LESS.


Laura Duncan Rd
Caliber Collision
Fowler View Dr
Reserve at Mills Farm
Mills Chase Loop
Pine Plaza Dr
Quick Lane
Hanna Infiniti
Bronwin Dr
Annexation #835
Academy Sports
July 2026
June 2026 Aerial
Photography Prepared by: Town of Apex Planning Department
0
200
400
Feet



CURVE TABLE				
CURVE#	LENGTH	RADIUS	BEARING	CHORD
C1	307.06'	220.00'	N50° 27' 33"W	282.74'
C2	390.84'	280.00'	N50° 27' 40"W	359.87'

NOTES:
1. PROPERTY LIES IN ZONE "X" PER NATIONAL INSURANCE PROGRAM FLOOD INSURANCE RATE MAP #3720074200J, DATED 05/02/2006, AND MAP # 3720075200K, DATED 07/19/2022.
2. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES AND ALL BEARINGS ARE BASED ON GPS OBSERVATIONS, NAD83 / NSRS 2011 / SPC, UNLESS OTHERWISE SHOWN. VERTICAL MEASUREMENTS ARE BASED ON NAVD 88.
3. SITE ZONED "PC-CZ" AND "PC-CU" FOR THE TOWN OF APEX PER WAKE COUNTY GIS.
4. AREAS COMPUTED BY THE COORDINATE METHOD.
5. THIS SURVEY WAS PREPARED BY BATEMAN CIVIL SURVEY COMPANY UNDER THE SUPERVISION OF F. REX COOPER, PLS.
6. THIS MAP HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.
7. NO INVESTIGATION INTO THE EXISTENCE IF JURISDICTIONAL WETLANDS OR RIPARIAN BUFFERS PERFORMED BY THIS FIRM.
8. BOUNDARY CORNERS SET ARE 3/4" IRON PIPE UNLESS OTHERWISE STATED.
8. NO GRID MONUMENTS FOUND WITHIN 2,000 FEET.
9. PROPERTY OWNERS AT TIME OF PLAT:
IFS HOLDINGS, LLC
PRADEEP C INDLAMURI
303 BELROSE DR
CARY, NC 27513

LEGEND

EIP	EXISTING IRON PIPE
EIR	EXISTING IRON REBAR
ECM	EXISTING CONCRETE MONUMENT
IPS	IRON PIPE SET
POB	POINT OF BEGINNING
DB	DEED BOOK
BM	BOOK OF MAPS
PG	PAGE
R/W	RIGHT OF WAY
N/F	NOW OR FORMERLY
(T)	TOTAL
○	EXISTING BOUNDARY CORNER FOUND
●	BOUNDARY CORNER SET
⊗	COMPUTED POINT
———	RETRACED BOUNDARY LINE
———	BOUNDARY LINE BY DEED
- - - - - -	BOUNDARY TIE LINE
R/W ———	RIGHT OF WAY
- - - - - -	EASEMENT
	AREA TO BE ANNEXED
	AREA WITHIN APEX CORPORATE LIMITS PER GIS

LINE TABLE		
LINE#	DIRECTION	LENGTH
L1	S44° 01' 40"W	13.88'
L2	S22° 45' 43"W	19.77'
L3	S05° 57' 14"E	10.69'
L4	S12° 49' 41"W	27.67'
L5	S37° 12' 02"W	11.11'
L6	S44° 14' 00"W	7.69'
L7	S11° 25' 18"W	12.41'
L8	S30° 51' 18"W	16.73'
L9	S36° 35' 59"W	15.86'
L10	S67° 18' 55"W	14.61'
L11	S87° 52' 09"W	26.33'
L12	S63° 25' 34"W	6.63'
L13	S34° 33' 14"W	7.99'
L14	S43° 10' 59"W	8.77'
L15	S32° 16' 01"W	10.28'
L16	S09° 51' 58"E	10.93'
L17	S20° 30' 32"W	20.84'
L18	S28° 13' 16"W	20.69'
L19	S08° 23' 25"W	12.09'
L20	S55° 07' 28"W	30.95'
L21	S64° 45' 53"W	22.09'
L22	S08° 24' 50"W	9.24'
L23	S09° 52' 16"E	7.31'
L24	S39° 41' 03"W	5.84'
L25	S53° 42' 55"W	8.03'
L26	S04° 25' 40"E	23.50'
L27	S22° 06' 07"W	18.37'
L28	S14° 45' 43"W	19.80'
L29	S30° 42' 55"E	28.27'
L30	S16° 59' 27"E	39.23'

LINE TABLE		
LINE#	DIRECTION	LENGTH
L31	S11° 54' 46"W	15.14'
L32	S18° 52' 11"E	25.17'
L33	S16° 13' 15"W	25.44'
L34	S38° 06' 06"E	28.34'
L35	S61° 20' 42"E	24.21'
L36	S11° 22' 22"E	20.44'
L37	S59° 08' 19"E	29.93'
L38	S79° 37' 56"E	16.14'
L39	S52° 57' 46"E	27.61'
L40	S27° 02' 15"E	19.70'
L41	S42° 05' 38"E	20.05'
L42	S37° 00' 29"E	18.61'
L43	S56° 40' 09"E	8.47'
L44	S33° 22' 57"E	20.99'
L45	S06° 57' 06"W	13.71'
L46	S44° 29' 00"E	9.62'
L47	S88° 24' 33"W	10.16'
L48	S69° 07' 08"W	17.52'
L49	S54° 30' 58"W	18.27'
L50	S82° 10' 39"W	22.21'
L51	S62° 48' 41"W	10.44'
L52	S58° 38' 59"W	25.32'
L53	S88° 54' 00"W	17.51'
L54	N50° 22' 04"W	21.89'
L55	S84° 10' 56"W	1.20'

I, F. REX COOPER, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION(S) RECORDED SHOWN IN TITLE BLOCK); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND AS SHOWN HERE ON; THAT THE POSITIONAL ACCURACY IS < 0.10 AT A 95% CONFIDENCE LEVEL; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 13TH DAY OF JULY, A.D., 2026.

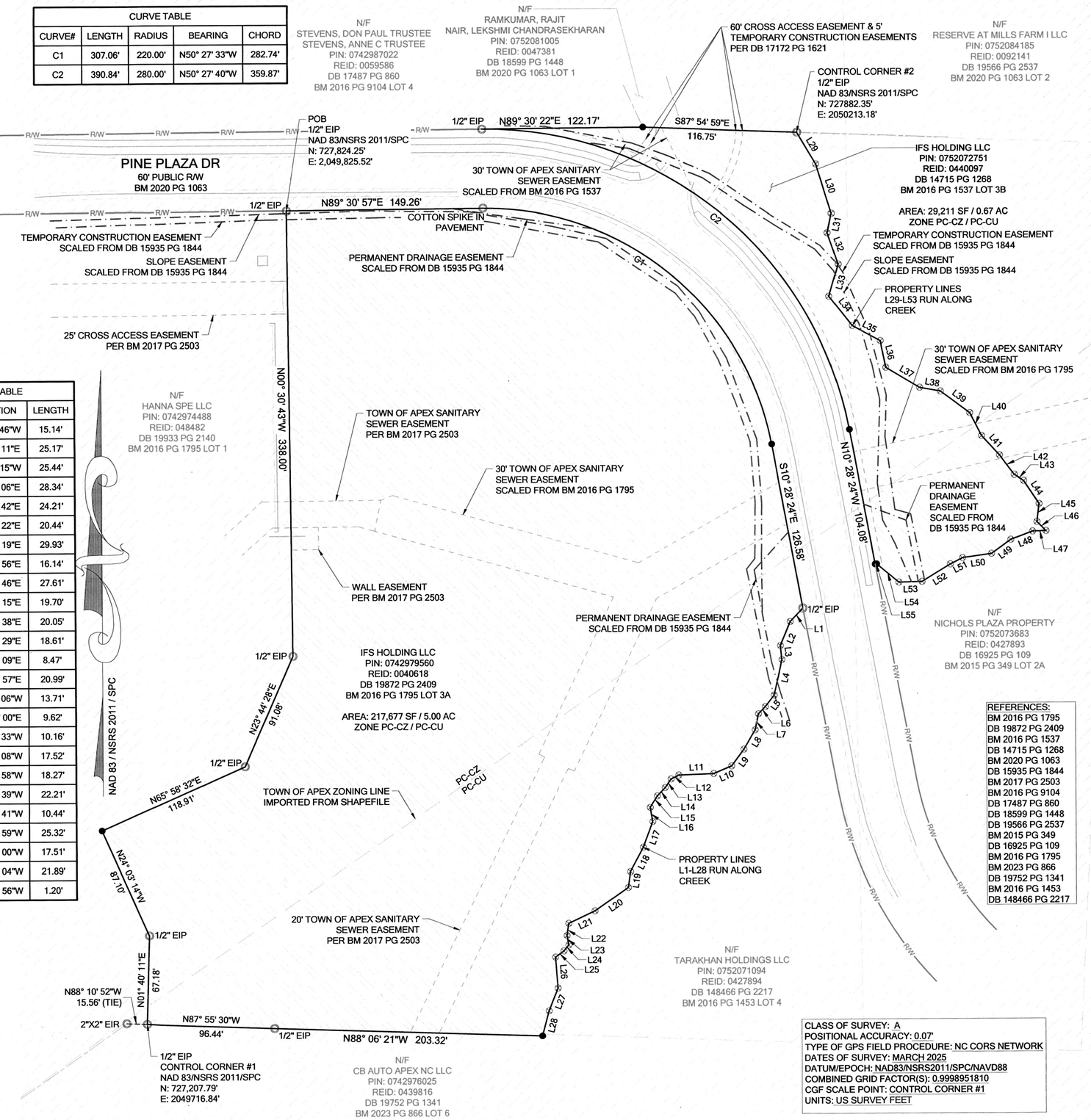
FURTHER, IN ACCORDANCE WITH G.S. 47-30-F-11-C-1; I CERTIFY THAT THE SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND OR ONE OR MORE EXISTING EASEMENTS AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET. FOR THE PURPOSES OF THIS SUBSECTION, AN "EXISTING PARCEL" OR "EXISTING EASEMENT" IS AN 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.

NORTH CAROLINA PROFESSIONAL SEAL L-4269 LAND SURVEYOR F. REX COOPER

F. Rex Cooper 7/13/26

F. REX COOPER, PLS — DATE
NC LICENSE NO. L-4269

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



REFERENCES:
BM 2016 PG 1795
DB 19872 PG 2409
BM 2016 PG 1537
DB 14715 PG 1268
BM 2020 PG 1063
DB 15935 PG 1844
BM 2017 PG 2503
BM 2016 PG 9104
DB 17487 PG 860
DB 18599 PG 1448
DB 19566 PG 2537
BM 2015 PG 349
DB 16925 PG 109
BM 2016 PG 1795
BM 2023 PG 866
DB 19752 PG 1341
BM 2016 PG 1453
DB 148466 PG 2217

CLASS OF SURVEY: A
POSITIONAL ACCURACY: 0.07'
TYPE OF GPS FIELD PROCEDURE: NC CORS NETWORK
DATES OF SURVEY: MARCH 2025
DATUM/EPOCH: NAD83/NSRS2011/SPC/NAVD88
COMBINED GRID FACTOR(S): 0.9998951810
CGF SCALE POINT: CONTROL CORNER #1
UNITS: US SURVEY FEET

ANNEXATION # _____

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

_____
ALLEN COLEMAN, CMC, NCCCC, TOWN CLERK
-SEAL-

GRAPHIC SCALE

60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.

ANNEXATION AREAS		
REID	PIN	AREA
0040618	0742979560	217,677 SF / 5.00 AC
0440097	0752072751	29,211 SF / 0.67 AC
TOTAL		246,888 SF / 5.67 AC

PROPERTY OWNER
IFS HOLDINGS, LLC
PRADEEP C INDLAMURI
303 BELROSE DR
CARY, NC 27513

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

ANNEXATION MAP FOR THE TOWN OF APEX EXCLUSIVELY FOR: IFS HOLDINGS, LLC

PIN(S): 0742979560 & 0752072751, REID(S): 0040618 & 0440097
AS RECORDED IN DB 19872 PG 2409 & DB 14715 PG 1268
& AS SHOWN IN BM 2016 PG 795 & BM 2016 PG 1537
WHITE OAK TOWNSHIP - WAKE COUNTY - NORTH CAROLINA

REVISIONS
1. REVISED PER APEX COMMENTS 7-01-26
2. REVISED PER APEX COMMENTS 7-10-26
3.
4.

DRAWN BY: ELS
CHECKED BY: FRC
SCALE: 1" = 60'
DATE: 06/18/2026
DRAWING #: 250184

SHEET 1 OF 1

P:\2025 Projects\250184 Pine Plaza\SURVEY\DWG\250184 Pine Plaza Annexation.dwg, 7/13/2026 9:54:48 AM

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 #: #835 Submittal Date: 6-23-2026

Fee Paid $ 300.00 Check # 1001

TO THE TOWN COUNCIL APEX, NORTH CAROLINA

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

OWNER INFORMATION

IFS Holding LLC, PRADEEP C INDLAMURI	0742979560
Owner Name (Please Print)	Property PIN or Deed Book & Page #
414-426-5009	pradeep.indlamuri@gmail.com
Phone	E-mail Address
IFS Holding LLC, PRADEEP C INDLAMURI	0752072751
Owner Name (Please Print)	Property PIN or Deed Book & Page #
414-426-5009	pradeep.indlamuri@gmail.com
Phone	E-mail Address
Owner Name (Please Print)	Property PIN or Deed Book & Page #
Phone	E-mail Address

SURVEYOR INFORMATION

Surveyor: F. Rex Cooper (Bateman Civil Survey Company)

Phone: 919-577-1080 Fax: 919-577-1081

E-mail Address: r.cooper@batemancivilsurvey.com

ANNEXATION SUMMARY CHART

Property Information		Reason(s) for annexation (select all that apply)	
Total Acreage to be annexed:	5.67	Need water service due to well failure	☐
Population of acreage to be annexed:	0	Need sewer service due to septic system failure	☐
Existing # of housing units:	0	Water service (new construction)	☑
Proposed # of housing units:	0	Sewer service (new construction)	☑
Zoning District*:	PC-CZ & PC-CU	Receive Town Services	☑

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

PETITION FOR VOLUNTARY ANNEXATION

Application #: #835 Submittal Date: 6-23-2026

COMPLETE IF SIGNED BY INDIVIDUALS:

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

Please Print	Signature
Please Print	Signature
Please Print	Signature
Please Print	Signature

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

_____
Notary Public

SEAL

My Commission Expires: _____

COMPLETE IF A CORPORATION:

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

Corporate Name _____

SEAL

By: _____
President (Signature)

Attest:

_____
Secretary (Signature)

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

_____
Notary Public

SEAL

My Commission Expires: _____

PETITION FOR VOLUNTARY ANNEXATION

Application #: #835 Submittal Date: 6-23-2026

COMPLETE IF IN A LIMITED LIABILITY COMPANY

In witness whereof, IFS HOLDING a limited liability company, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this the 22 day of JUNE, 2026.

Name of Limited Liability Company IFS HOLDING

By: T. Phaxay
Signature of Member/Manager

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, DANIEL H. WOODS, a Notary Public for the above State and County, this the 22 day of JUNE, 2026.

SEAL

DANIEL H. WOODS Notary Public

My Commission Expires: 11/18/28

COMPLETE IF IN A PARTNERSHIP

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

Name of Partnership _____

By: _____
Signature of General Partner

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

_____
Notary Public

SEAL

My Commission Expires: _____

FOR APPLICANT USE ONLY

PLEASE DO NOT INCLUDE THIS CHECKLIST WITH YOUR APPLICATION SUBMITTAL

COMMON ACRONYMS/DEFINITIONS			
GeoCivix (IDT)	Electronic Plan Review	UDO	Town's Unified Development Ordinance
TOA	Town of Apex	NCDEQ	North Carolina Dept. of Environmental Quality
RCA	Resource Conservation Area	DDM	Design & Development Manual

CONTACT INFORMATION			
Planning Department	(919) 249-3426	Water Resources (Utilities)	(919) 372-7478
Development Services	(919) 249-3394	Clerk's Office	(919) 249-1260

#	REQUIRED PLAT ITEMS
1	The exact boundary lines of the area to be annexed fully dimensioned by lengths and bearings, and the location of intersecting boundary lines of existing town limits, labeled and distinctly marked. Include full right-of-way if the area on both sides is or will be in the corporate limits.
2	Show and label any utility easements with metes and bounds.
3	Accurate locations and descriptions of all monuments, markers, and control points.
4	Ultimate right-of-way widths on all streets.
5	Entitle "ANNEXATION MAP for the TOWN OF APEX" or "SATELLITE ANNEXATION MAP for the TOWN OF APEX", as appropriate.
6	Name of property owner.
7	Name, seal, and registration of Professionally Licensed Surveyor (PLS).
8	Date of the survey and map preparation; a north arrow indicating whether the index is true magnetic North Carolina grid (NAD 83 of NAD 27) or deed; graphic scale; and declination.
9	Names of the township, county, and state.
10	A detailed vicinity map.
11	Include address of property if assigned.
12	Show all contiguous or non-contiguous town limits.
13	The following certification must be placed on the map near a border to allow the map to be sealed: Annexation # _____ I, Allen Coleman, CMC, NCCCC, Town Clerk, Apex, North Carolina certify this a true and exact map of annexation adopted the _____ day of _____, 20___, by the Town Council. I set my hand and seal of the Town of Apex, _____. Day/Month/Year _____ Allen Coleman, CMC, NCCCC, Town Clerk -Seal-
14	Leave 2 inch by 2 inch space for the Wake County or Chatham County Register of Deeds stamp on the plat. All final plats must be stamped and signed before they can be accepted by the Town.

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: August 11, 2026

Item Details

Presenter(s): Jessica Hoffman, Director

Department(s): Budget and Performance Management

Requested Motion

Motion to approve Budget Ordinance Amendment No.1 appropriating funds for a Police Management Training Program ($50,000), a Mobility Solutions Study ($100,000), and the Apex Mobility Hub Phase 1 Design ($300,000).

Approval Recommended?

Yes

Item Details

Budget Ordinance Amendment No. 1 allocates $50,000 of fund balance from the Federal Equitable Sharing program in the Grants and Special Revenue fund. This budget amendment establishes new Management Training funded through the Police department's Equitable Sharing funds, which consists of lawfully forfeited asset funds. The purpose of this funding is to support executive and management-level training and professional development for the department's command staff, many of whom are relatively new to their leadership roles. Investing in the continued development of these leaders will strengthen organizational effectiveness, enhance operational capabilities, improve decision-making, and ensure a well-prepared succession pipeline for future leadership needs. This use of Equitable Sharing funds represents a strategic investment in the long-term success and sustainability of the Police department while directly supporting its mission and service to the community.

Additionally, Budget Ordinance Amendment No. 1 allocates $35,000 from General Fund fund balance and $65,000 in Wake County grants for a Mobility Solutions Study. The purpose of this project is to undertake a Mobility Solutions Study that analyzes existing obstacles and identifies strategic solutions for Town of Apex residents that experience mobility challenges. Specifically, this project will focus its analysis on individuals with disabilities and seniors. However, the study will explore solutions that can also benefit additional populations, including, households without access to a vehicle, low-income and rural residents, commuter employees, youth residents, and other populations that may be identified throughout the planning process.

Microtransit is one possible solution that will be investigated. This study was a recommendation from the Apex Transit Prioritization Study. The total anticipated cost is $100,000. The Town has been awarded a reimbursement grant from the Wake Transit Community Funding Area program for $65,000.

Budget Ordinance Amendment No. 1 also allocates $300,000 from Wake County grants for the Apex Mobility Hub Phase 1 Design. This is a project to complete final design for Phase 1 of the Apex Mobility Hub. The preferred site is located along the S-line railroad tracks in downtown Apex near the intersection of Moore Street and Salem Street. It is anticipated that the Town would manage the project and procure the services of a multidisciplinary consultant team to complete the design through a qualifications-based selection process. This project follows previous planning work completed through a partnership between North Carolina Department of Transportation (NCDOT) and the Town of Apex as part of the larger S-Line initiative. The intent of the Apex Mobility Hub is to co-locate mobility options with a possible future passenger rail station, supporting connections between local and regional transportation networks. The Town of Apex S-Line Mobility Hub Plan was completed in early 2025 and identifies a preferred site in Apex as well as recommended mobility hub features and phasing. In order to build off of previous planning work done specifically related to establishing a mobility hub in Apex and to ensure future transit expansions and connections are smoothly integrated in the current transportation footprint, completing a mobility hub final design for phase I is critical in progressing the Town's long-term transportation priorities. A mobility hub design will promote and signal the Town's commitment to providing multi-modal transportation opportunities, supporting local businesses and economic development, and establishing Apex as a more accessible and inclusive community. This project will provide final design of Phase 1 of the Apex Mobility Hub, taking into account the need for access to a future passenger rail station, service for multiple local and regional bus routes, bicycle and pedestrian connections, the recommendations from the Apex S-Line TOD Study Playbook, flexibility for future bus route changes and new technologies, and community preference on desired amenities and features. Project plans will be sufficiently detailed and include a refined cost estimate ready for land acquisition, construction plan set and bid package. The project will provide final design plans for construction, project specifications, and updated construction cost estimates for bidding. It will include coordination with permitting agencies and utility providers, as well as exhibit preparation to submit for right-of-way or land acquisition purposes. This project will not include real estate or construction costs. The total anticipated cost is $300,000. The Town has been awarded a reimbursement grant from the Wake Transit program for $300,000.



Attachments

- CN18-A1: Budget Amendment No. 1 - Police Management Training Program, a Mobility Solutions Study, and the Apex Mobility Hub Phase 1 Design

Town of Apex

Budget Ordinance Amendment No. 1

BE IT ORDAINED, by the Council of the Town of Apex that the following Budget Amendment for the Fiscal Year 2026-2027 Budget Ordinance be adopted:

Grants & Special Revenue Fund

Section 1. Revenues:

48020	Fund Blance - Amended	50,000
Total Revenues		**$50,000**

Section 2. Expenditures:

56360	Police Federal Expenditures	50,000
Total Expenditures		**$50,000**

General Fund

Section 1. Revenues:

43240	Wake County Grants	365,000
48020	Fund Blance - Amended	35,000
Total Revenues		**$400,000**

Section 2. Expenditures:

54305	Transit	400,000
Total Expenditures		**$400,000**

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

Adopted this the 11th day of August 2026.

Attest:

Jacques K. Gilbert, Mayor

Allen L. Coleman, CMC, NCCCC, Town Clerk

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: August 11, 2026

Item Details

Presenter(s): Amir Nezarati, Transportation Engineering Manager

Department(s): Transportation and Infrastructure Development

Requested Motion

A) Motion to award a Construction Contract between Sunrock Industries, LLC dba Carolina Sunrock, LLC and the Town of Apex, for the Jessie Drive, Phase 1 project, in the amount of $4,696,891.72 and authorize the Town Manager, or their designee, to execute on behalf of the Town.

B) Motion to authorize a 10% contingency to be added to the project budget for the Jessie Drive Phase 1 Project.

Approval Recommended?

Yes

Item Details

The Transportation Department is requesting approval of a construction contract for the Jessie Drive Final Design, Phase I project. The scope of work includes construction of road widening along Jessie Drive from Ten-Ten Road to approximately 3,000 feet west to provide a 2-lane cross section with turn facilities, curb and gutter, storm drainage, 10-foot-wide side path along both sides of the road, and median at Ten-Ten Road. Sealed bids for construction and furnishing of all materials were received and opened on Wednesday, July 22, 2026. It is the recommendation of staff that the contract be awarded to Sunrock Industries, LLC dba Carolina Sunrock, LLC as the lowest responsive bidder. Funding for construction is included in the current Transportation Improvements Project Fund. Bid summary:

	Total
Sunrock Industries, LLC	**$4,696,891.72**
Fred Smith Company	$4,883,884.00
Cardinal Civil Contracting	$5,290,950.84
TerraHawk, LLC	$5,530,793.00
Roadworks Construction Co, LLC	$6,090,243.50
Engineer's Estimate	*$6,824,508.00*

Attachments

- CN19-A1: Agreement-Construction Contract Award-Jessie Drive, Phase 1
- CN19-A2: Bid Tabulation - Construction Contract Award-Jessie Dr, Phase 1


APEX
1873
NORTH CAROLINA

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between Town of Apex ("Owner") and Sunrock Industries, LLC dba Carolina Sunrock, LLC ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: ***The Jessie Drive Final Design, Phase I includes the widening to a four-lane, median divided thoroughfare extending from Ten Ten Road to Future Production Drive. Phase 1 will be a two-lane road, with turn facilities where needed, from Ten Ten Road to Production Drive. This phase will include the creation of a two-lane undivided road with a 10-foot side path on either side of the road.***

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by Kimley-Horn and Associates, Inc.

3.02 Indicate the applicable provision:

[ ] Owner has designated the individual or department identified in Paragraph 3.01 of this Agreement as the Engineer ("Engineer") on the Project. Contractor acknowledges that the Engineer identified in this Article is an internal employee, or department comprised of staff of the Owner, and accepts that arrangement and the decision-making and interpretive authority of the Engineer as detailed in the Contract Documents.

[X] The Owner has retained Kimley-Horn and Associates, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

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A. The Work will be substantially completed within 400 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 430 days after the date when the Contract Times commence to run.

B. Parts of the Work shall be substantially completed on or before the following Milestone(s):

1. Milestone 1 [event & date/days]

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner $1,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $1,000 for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4. Milestones: Contractor shall pay Owner $1,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

B. Total of Unit Price Work $ 4,696,891.72.

C. All Work, at the prices stated in Contractor's Bid, is attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

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6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

7.01 Interest on final payments due to prime contracts shall accrue in accordance with North Carolina General Statute 143-134.1.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

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C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to ___, inclusive).
2. Performance bond (pages ___ to ___, inclusive).
3. Payment bond (pages ___ to ___, inclusive).
4. Power of Attorney (pages ___ to ___, inclusive).
5. Certificate of Insurance (pages ___ to ___, inclusive).
6. General Conditions (pages ___ to ___, inclusive).
7. Supplementary Conditions (pages ___ to ___, inclusive).

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8. Specifications as listed in the table of contents of the Project Manual.
9. Drawings (not attached but incorporated by reference) consisting of ___ sheets with each sheet bearing the following general title: ___ **[or]** the Drawings listed on the attached sheet index.
10. Addenda (numbers ___ to ___, inclusive).
11. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid (pages ___ to ___, inclusive).
    b. Notice of Award (pages ___ to ___, inclusive).
    c. Documentation submitted by Contractor prior to Notice of Award.
    d. Affidavits.
12. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

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10.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 E-Verify

A. Contractor 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. Contractor 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). Contractor hereby pledges, attests and warrants through execution of this Agreement that Contractor complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes and further pledges, attests and warrants that any subcontractors currently employed by or subsequently hired by Contractor shall comply with any and all E-Verify requirements. Failure to comply with the above requirements shall be considered a breach of this Agreement.

10.07 Iran Divestment Act Certification

A. N.C.G.S. 147-86.60 prohibits the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina from contracting with any entity that is listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. N.C.G.S. 147-86.59

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further requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List. As of the date of execution of this Agreement Contractor hereby certifies that it is not listed on the Final Divestment List created by the North Carolina State Treasurer and that Contractor will not utilize any subcontractors found on the Final Divestment List.

10.08 Anti-Human Trafficking

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

10.09 Non-discrimination

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

10.10 Electronic Signature

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

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER: Town of Apex	CONTRACTOR:_____
By: Randal E. Vosburg	By:
Signature:	Signature:
Title: Town Manager	Title:
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
	Attest:
	Title:
Address for giving notices:	Address for giving notices:
P.O. Box 250	
Apex, NC 27502-0250	
	License No.: *(where applicable)*

If Contractor is a corporation, partnership, or joint venture, attach evidence of authority to sign.

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

_____
Jon Griffin, Finance Director

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					Engineer's Estimate		Sunrock Industries, LLC		Fred Smith Company		Cardinal Civil Contracting	
ITEM #	SECTION	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
JESSIE DRIVE, PHASE 1; JULY 22, 2026												
1	800	MOBLIZATION	1	LS	$ 324,930.00	$ 324,930.00	$171,200.00	$ 171,200.00	$244,000.00	$ 244,000.00	$163,850.81	$ 163,850.81
2	801	CONSTRUCTION SURVEYING	1	LS	$ 156,673.00	$ 156,673.00	$188,150.00	$ 188,150.00	$80,000.00	$ 80,000.00	$56,928.20	$ 56,928.20
3	200	CLEARING& GRUBBING (3 ACRES)	1	LS	$ 75,000.00	$ 75,000.00	$110,200.00	$ 110,200.00	$625,000.00	$ 625,000.00	$43,127.43	$ 43,127.43
4	200	SUPPLEMENTARY CLEARING & GRUBBING	1	ACR	$ 10,000.00	$ 10,000.00	$10,000.00	$ 10,000.00	$1.00	$ 1.00	$1.00	$ 1.00
5	225	UNCLASSIFIED EXCAVATION	5,400	CY	$ 58.00	$ 313,200.00	$19.00	$ 102,600.00	$20.00	$ 108,000.00	$40.65	$ 219,510.00
6	225	UNDERCUT EXCAVATION	850	CY	$ 75.00	$ 63,750.00	$46.50	$ 39,525.00	$20.00	$ 17,000.00	$60.88	$ 51,748.00
7	230	BORROW EXCAVATION	10,600	CY	$ 45.00	$ 477,000.00	$25.00	$ 265,000.00	$26.00	$ 275,600.00	$40.43	$ 428,558.00
8	240	DRAINAGE DITCH EXCAVATION	30	CY	$ 20.00	$ 600.00	$45.50	$ 1,365.00	$58.00	$ 1,740.00	$56.50	$ 1,695.00
9	265	SELECT GRANULAR MATERIAL	850	CY	$ 76.00	$ 64,600.00	$65.50	$ 55,675.00	$30.00	$ 25,500.00	$54.78	$ 46,563.00
10	270	GEOTEXTILE FOR SOIL STABILIZATION	3,950	SY	$ 112.00	$ 442,400.00	$4.20	$ 16,590.00	$3.00	$ 11,850.00	$2.66	$ 10,507.00
11	300	FOUNDATION CONDITIONING MATERIAL, MINOR STRUCTURES	350	TON	$ 101.00	$ 35,350.00	$66.50	$ 23,275.00	$30.00	$ 10,500.00	$45.33	$ 15,865.50
12	300	FOUNDATION CONDITIONING GEOTEXTILE	1,090	SY	$ 135.00	$ 147,150.00	$6.10	$ 6,649.00	$3.00	$ 3,270.00	$5.40	$ 5,886.00
13	305	15" SIDE DRAIN PIPE	204	LF	$ 112.00	$ 22,848.00	$90.50	$ 18,462.00	$99.00	$ 20,196.00	$89.85	$ 18,329.40
14	305	18" SIDE DRAIN PIPE	112	LF	$ 119.00	$ 13,328.00	$83.50	$ 9,352.00	$101.00	$ 11,312.00	$101.09	$ 11,322.08
15	310	15" RC PIPE CULVERTS, CLASS IV	1,256	LF	$ 135.00	$ 169,560.00	$83.00	$ 104,248.00	$99.00	$ 124,344.00	$141.50	$ 177,724.00
16	310	18" RC PIPE CULVERTS, CLASS IV	1,532	LF	$ 165.00	$ 252,780.00	$93.00	$ 142,476.00	$111.00	$ 170,052.00	$128.40	$ 196,708.80
17	310	24" RC PIPE CULVERTS, CLASS IV	148	LF	$ 182.00	$ 26,936.00	$136.00	$ 20,128.00	$185.00	$ 27,380.00	$185.65	$ 27,476.20
18	500	FINE GRADING (16,080 SY)	1	LS	$ 160,000.00	$ 160,000.00	$535,950.00	$ 535,950.00	$370,000.00	$ 370,000.00	$886,159.96	$ 886,159.96
19	340	PIPE REMOVAL	529	LF	$ 39.00	$ 20,631.00	$27.00	$ 14,283.00	$35.00	$ 18,515.00	$28.08	$ 14,854.32
20	SP	#57 STONE	125	TON	$ 74.00	$ 9,250.00	$64.50	$ 8,062.50	$36.00	$ 4,500.00	$54.61	$ 6,826.25
21	505	SHALLOW UNDERCUT	750	CY	$ 51.00	$ 38,250.00	$51.00	$ 38,250.00	$36.00	$ 27,000.00	$56.16	$ 42,120.00
22	505	CLASS IV SUBGRADE STABILIZATION	1,600	TON	$ 43.00	$ 68,800.00	$41.50	$ 66,400.00	$31.00	$ 49,600.00	$41.11	$ 65,776.00
23	520	AGGREGATE BASE COURSE	5,200	TON	$ 78.00	$ 405,600.00	40	$ 208,000.00	$48.00	$ 249,600.00	$33.96	$ 176,592.00
24	607	MILLING ASPHALT PAVEMENT, 1 1/2" DEPTH	300	SY	$ 4.00	$ 1,200.00	8	$ 2,280.00	$21.00	$ 6,300.00	$34.76	$ 10,428.00
25	607	INCIDENTAL MILLING	500	SY	$ 16.00	$ 8,000.00	$5.10	$ 2,550.00	$21.00	$ 10,500.00	$24.20	$ 12,100.00
26	610	ASPHALT CONC BASE COURSE, TYPE B25.0C	1,500	TON	$ 114.00	$ 171,000.00	$89.00	$ 133,500.00	$81.00	$ 121,500.00	$97.28	$ 145,920.00
27	610	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0C	2,000	TON	$ 107.00	$ 214,000.00	$82.00	$ 164,000.00	$78.00	$ 156,000.00	$92.26	$ 184,520.00
28	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5B	3,450	TON	$ 88.00	$ 303,600.00	$61.00	$ 210,450.00	$83.00	$ 286,350.00	$74.22	$ 256,059.00
29	620	ASPHALT BINDER FOR PLANT MIX	415	TON	$ 816.00	$ 338,640.00	$725.00	$ 300,875.00	$750.00	$ 311,250.00	$561.58	$ 233,055.70
30	654	ASPHALT PLANT MIX, PAVEMENT REPAIR	455	TON	$ 94.00	$ 42,770.00	$137.00	$ 62,335.00	$90.00	$ 40,950.00	$224.63	$ 102,206.65
31	SP	PORTLAND CEMENT FOR FDR BASE	176	TON	$ 331.00	$ 58,256.00	$265.00	$ 46,640.00	$190.00	$ 33,440.00	$280.33	$ 49,338.08
32	SP	AGGREGATE FOR FDR BASE	3,100	TON	$ 88.00	$ 272,800.00	$45.00	$ 139,500.00	$10.00	$ 31,000.00	$33.96	$ 105,276.00
33	SP	FULL DEPTH RECLAMATION BASE	5,500	SY	$ 3.00	$ 16,500.00	$12.50	$ 68,750.00	$11.00	$ 60,500.00	$8.63	$ 47,465.00
34	815	SUBDRAIN EXCAVATION	67	CY	$ 23.00	$ 1,541.00	$35.00	$ 2,345.00	$25.00	$ 1,675.00	$33.24	$ 2,227.08
35	815	GEOTEXTILE FOR SUBSURFACE DRAINS	200	SY	$ 10.00	$ 2,000.00	$10.00	$ 2,000.00	$4.00	$ 800.00	$8.53	$ 1,706.00
36	815	SUBDRAIN COARSE AGGREGATE	34	CY	$ 90.00	$ 3,060.00	$75.00	$ 2,550.00	$50.00	$ 1,700.00	$82.43	$ 2,802.62
37	815	6" PERFORATED SUBDRAIN PIPE	200	LF	$ 11.00	$ 2,200.00	$16.00	$ 3,200.00	$10.00	$ 2,000.00	$28.82	$ 5,764.00
38	815	SUBDRAIN PIPE OUTLET	1	EA	$ 647.00	$ 647.00	$500.00	$ 500.00	$650.00	$ 650.00	$398.68	$ 398.68
39	815	6" OUTLET PIPE	6	LF	$ 67.00	$ 402.00	$60.00	$ 360.00	$80.00	$ 480.00	$83.99	$ 503.94
40	840	MASONRY DRAINAGE STRUCTURES	31	EA	$ 5,426.00	$ 168,206.00	$3,250.00	$ 100,750.00	$5,500.00	$ 170,500.00	$3,966.17	$ 122,951.27
41	840	MASONRY DRAINAGE STRUCTURES	7	LF	$ 2,330.00	$ 16,310.00	$649.00	$ 4,543.00	$850.00	$ 5,950.00	$630.20	$ 4,411.40
42	840	FRAME WITH TWO GRATES, STD 840.16	1	EA	$ 1,524.00	$ 1,524.00	$1,455.00	$ 1,455.00	$1,150.00	$ 1,150.00	$2,246.34	$ 2,246.34
43	840	FRAME WITH TWO GRATES, STD 840.24	1	EA	$ 1,281.00	$ 1,281.00	$1,150.00	$ 1,150.00	$1,150.00	$ 1,150.00	$1,385.68	$ 1,385.68
44	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE E	2	EA	$ 1,510.00	$ 3,020.00	$1,525.00	$ 3,050.00	$1,215.00	$ 2,430.00	$1,563.03	$ 3,126.06
45	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE F	15	EA	$ 1,546.00	$ 23,190.00	$1,540.00	$ 23,100.00	$1,260.00	$ 18,900.00	$1,616.13	$ 24,241.95
46	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE G	12	EA	$ 1,546.00	$ 18,552.00	$1,540.00	$ 18,480.00	$1,260.00	$ 15,120.00	$1,616.13	$ 19,393.56
47	846	2'-9" CONCRETE CURB & GUTTER	100	LF	$ 50.00	$ 5,000.00	$30.45	$ 3,045.00	$26.00	$ 2,600.00	$40.97	$ 4,097.00
48	846	1'-6" CONCRETE CURB & GUTTER	2,260.00	LF	$ 39.00	$ 88,140.00	$22.80	$ 51,528.00	$20.00	$ 45,200.00	$28.03	$ 63,347.80
49	846	2'-6" CONCRETE CURB & GUTTER	4,500.00	LF	$ 47.00	$ 211,500.00	$23.50	$ 105,750.00	$24.00	$ 108,000.00	$34.50	$ 155,250.00
50	848	6" CONCRETE DRIVEWAY	815.00	SY	$ 106.00	$ 86,390.00	$99.85	$ 81,377.75	$60.00	$ 48,900.00	$91.65	$ 74,694.75
51	852	5" MONOLITHIC CONCRETE ISLANDS (KEYED IN)	270.00	SY	$ 104.00	$ 28,080.00	$93.65	$ 25,285.50	$54.00	$ 14,580.00	$91.65	$ 24,745.50
52	848	MULTI-USE PATH CONCRETE CURB RAMPS	8.00	EA	$ 5,239.00	$ 41,912.00	$5,150.00	$ 41,200.00	$1,875.00	$ 15,000.00	$3,558.01	$ 28,464.08
53	848	6" CONCRETE DRIVEWAY (HIGH EARLY STRENGTH)	815.00	SY	$ 106.00	$ 86,390.00	$115.70	$ 94,295.50	$65.00	$ 52,975.00	$97.04	$ 79,087.60
54	858	ADJUSTMENT OF METER BOXES OR VALVE BOXES	4.00	EA	$ 1,073.00	$ 4,292.00	$1,000.00	$ 4,000.00	$1,000.00	$ 4,000.00	$1,347.80	$ 5,391.20
55	SP	REMOVE EXISTING WOOD FENCE	45.00	LF	$ 25.00	$ 1,125.00	$16.00	$ 720.00	$26.00	$ 1,170.00	$37.44	$ 1,684.80
56	SP	SAFETY RAIL	600.00	LF	$ 49.00	$ 29,400.00	$161.50	$ 96,900.00	$45.00	$ 27,000.00	$41.38	$ 24,828.00
57	876	RIP RAP, CLASS I	90.00	TON	$ 115.00	$ 10,350.00	$59.00	$ 5,310.00	$93.00	$ 8,370.00	$82.54	$ 7,428.60
58	876	RIP RAP, CLASS B	50.00	TON	$ 88.00	$ 4,400.00	$58.50	$ 2,925.00	$93.00	$ 4,650.00	$83.96	$ 4,198.00
59	876	GEOTEXTILE FOR DRAINAGE	825.00	SY	$ 5.00	$ 4,125.00	$5.30	$ 4,372.50	$4.00	$ 3,300.00	$3.83	$ 3,159.75
60	901	CONTRACTOR FURNISHED, TYPE E SIGN	90.00	SF	$ 26.00	$ 2,340.00	$18.50	$ 1,665.00	$20.00	$ 1,800.00	$19.95	$ 1,795.50
61	903	SUPPORTS, STEEL SQUARE TUBE	196.00	LF	$ 9.00	$ 1,764.00	$11.00	$ 2,156.00	$16.00	$ 3,136.00	$11.86	$ 2,324.56
62	904	SIGN ERECTION, TYPE E	16.00	EA	$ 425.00	$ 6,800.00	$155.00	$ 2,480.00	$190.00	$ 3,040.00	$167.12	$ 2,673.92
63	904	SIGN ERECTION, RELOCATE TYPE E (GROUND MOUNTED)	9.00	EA	$ 423.00	$ 3,807.00	$250.00	$ 2,250.00	$50.00	$ 450.00	$269.55	$ 2,425.95
64	907	DISPOSAL OF SIGN SYSTEM, U-CHANNEL	3.00	EA	$ 22.00	$ 66.00	$5.00	$ 15.00	$50.00	$ 150.00	$5.39	$ 16.17
65	907	DISPOSAL OF SUPPORT, U-CHANNEL	6.00	EA	$ 14.00	$ 84.00	$5.00	$ 30.00	$50.00	$ 300.00	$5.39	$ 32.34
66	1110	WORK ZONE SIGNS (STATIONARY)	150.00	SF	$ 9.00	$ 1,350.00	$7.25	$ 1,087.50	$10.00	$ 1,500.00	$7.82	$ 1,173.00
67	1110	WORK ZONE SIGNS (PORTABLE)	150.00	SF	$ 18.00	$ 2,700.00	$10.00	$ 1,500.00	$28.00	$ 4,200.00	$17.79	$ 2,668.50
68	1110	WORK ZONE SIGNS (BARRICADE MOUNTED)	25.00	SF	$ 13.00	$ 325.00	$8.00	$ 200.00	$12.00	$ 300.00	$7.55	$ 188.75
69	1130	DRUMS	110.00	EA	$ 51.00	$ 5,610.00	$46.00	$ 5,060.00	$50.00	$ 5,500.00	$37.74	$ 4,151.40
70	1135	CONES	100.00	EA	$ 41.00	$ 4,100.00	$21.00	$ 2,100.00	$20.00	$ 2,000.00	$19.95	$ 1,995.00
71	1145	BARRICADES (TYPE III)	16.00	LF	$ 40.00	$ 640.00	$38.00	$ 608.00	$32.00	$ 512.00	$25.88	$ 414.08
72	SP	FLAGGER	1.00	LS	$ 330,000.00	$ 330,000.00	$142,900.00	$ 142,900.00	$235,000.00	$ 235,000.00	$224,633.77	$ 224,633.77
73	1251	TEMPORARY RAISED PAVEMENT MARKERS	330.00	EA	$ 14.00	$ 4,620.00	$9.00	$ 2,970.00	$10.00	$ 3,300.00	$10.78	$ 3,557.40
74	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS)	6,200.00	LF	$ 2.00	$ 12,400.00	$1.25	$ 7,750.00	$1.75	$ 10,850.00	$1.89	$ 11,718.00
75	1205	THERMOPLASTIC PAVEMENT MARKING LINES (8", 90 MILS)	560.00	LF	$ 4.00	$ 2,240.00	$2.75	$ 1,540.00	$2.50	$ 1,400.00	$2.70	$ 1,512.00
76	1205	THERMOPLASTIC PAVEMENT MARKING LINES (12", 90 MILS)	750.00	LF	$ 5.00	$ 3,750.00	$3.75	$ 2,812.50	$3.00	$ 2,250.00	$3.23	$ 2,422.50
77	1205	THERMOPLASTIC PAVEMENT MARKING LINES (24", 90 MILS)	160.00	LF	$ 14.00	$ 2,240.00	$12.75	$ 2,040.00	$11.00	$ 1,760.00	$11.86	$ 1,897.60
78	1205	THERMOPLASTIC PAVEMENT MARKING CHARACTER (90 MILS)	8.00	EA	$ 105.00	$ 840.00	$115.00	$ 920.00	$125.00	$ 1,000.00	$134.77	$ 1,078.16
79	1205	THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)	8.00	EA	$ 116.00	$ 928.00	$145.00	$ 1,160.00	$175.00	$ 1,400.00	$188.68	$ 1,509.44
80	1205	PAINT PAVEMENT MARKING LINES (4")	9,200.00	LF	$ 1.00	$ 9,200.00	$0.20	$ 1,840.00	$0.75	$ 6,900.00	$0.81	$ 7,452.00
81	1205	PAINT PAVEMENT MARKING LINES (8")	570.00	LF	$ 2.00	$ 1,140.00	$0.45	$ 256.50	$1.00	$ 570.00	$1.08	$ 615.60
82	1205	PAINT PAVEMENT MARKING LINES (12")	690.00	LF	$ 2.00	$ 1,380.00	$0.85	$ 586.50	$2.00	$ 1,380.00	$2.16	$ 1,490.40
83	1205	PAINT PAVEMENT MARKING LINES (24")	410.00	LF	$ 8.00	$ 3,280.00	$1.50	$ 615.00	$4.00	$ 1,640.00	$4.31	$ 1,767.10
84	1205	PAINT PAVEMENT MARKING CHARACTER	8.00	EA	$ 81.00	$ 648.00	$55.00	$ 440.00	$45.00	$ 360.00	$48.52	$ 388.16
85	1205	PAINT PAVEMENT MARKING SYMBOL	13.00	EA	$ 66.00	$ 858.00	$55.00	$ 715.00	$45.00	$ 585.00	$48.52	$ 630.76
86	1205	REMOVAL OF PAVEMENT MARKING LINES (4")	9,200.00	LF	$ 1.00	$ 9,200.00	$0.45	$ 4,140.00	$1.35	$ 12,420.00	$1.46	$ 13,432.00
87	1205	REMOVAL OF PAVEMENT MARKING LINES (8")	570.00	LF	$ 3.00	$ 1,710.00	$1.75	$ 997.50	$2.00	$ 1,140.00	$2.16	$ 1,231.20
88	1205	REMOVAL OF PAVEMENT MARKING LINES (12")	690.00	LF	$ 3.00	$ 2,070.00	$2.25	$ 1,552.50	$4.00	$ 2,760.00	$4.31	$ 2,973.90
89	1205	REMOVAL OF PAVEMENT MARKING LINES (24")	410.00	LF	$ 8.00	$ 3,280.00	$5.50	$ 2,255.00	$6.00	$ 2,460.00	$6.47	$ 2,652.70
90	1205	REMOVAL OF PAVEMENT MARKING SYMBOLS & CHARACTERS	21.00	EA	$ 83.00	$ 1,743.00	$60.00	$ 1,260.00	$70.00	$ 1,470.00	$75.47	$ 1,584.87
91	1251	PERMANENT RAISED PAVEMENT MARKERS	175.00	EA	$ 9.00	$ 1,575.00	$9.00	$ 1,575.00	$10.00	$ 1,750.00	$10.78	$ 1,886.50
92	1515	16" x 6" TAPPING SLEEVE & VALVE	5.00	EA	$ 13,654.00	$ 68,270.00	$8,845.00	$ 44,225.00	$13,900.00	$ 69,500.00	$9,355.61	$ 46,778.05
93	1515	3/4" WATER METER	10.00	EA	$ 3,530.00	$ 35,300.00	$1,305.00	$ 13,050.00	$5,000.00	$ 50,000.00	$670.30	$ 6,703.00
94	1515	RELOCATE WATER METER	1.00	EA	$ 2,849.00	$ 2,849.00	$2,520.00	$ 2,520.00	$3,731.00	$ 3,731.00	$2,932.76	$ 2,932.76
95	1515	FIRE HYDRANT	6.00	EA	$ 10,602.00	$ 63,612.00	$6,620.00	$ 39,720.00	$11,000.00	$ 66,000.00	$10,128.17	$ 60,769.02
96	1515	FIRE HYDRANT LEG	215.00	LF	$ 197.00	$ 42,355.00	$49.00	$ 10,535.00	$125.00	$ 26,875.00	$74.17	$ 15,946.55
97	1515	WATER SERVICE LINE	837.00	LF	$ 109.00	$ 91,233.00	$55.00	$ 46,035.00	$35.00	$ 29,295.00	$36.22	$ 30,316.14
98	1530	REMOVE FIRE HYDRANT	1.00	EA	$ 2,552.00	$ 2,552.00	$3,470.00	$ 3,470.00	$3,000.00	$ 3,000.00	$1,684.75	$ 1,684.75
99	SP	WATER SERVICE INSTALLATION	10.00	EA	$ 10,000.00	$ 100,000.00	$2,700.00	$ 27,000.00	$6,725.00	$ 67,250.00	$395.60	$ 3,956.00
100	SP	WELL ABANDONMENT	9.00	EA	$ 5,850.00	$ 52,650.00	$5,415.00	$ 48,735.00	$4,000.00	$ 36,000.00	$3,234.56	$ 29,111.04
101	1605	TEMPORARY SILT FENCE	6,200.00	LF	$ 4.00	$ 24,800.00	$2.75	$ 17,050.00	$2.55	$ 15,810.00	$3.71	$ 23,002.00
102	1610	EROSION CONTROL STONE, CLASS A	210.00	TON	$ 90.00	$ 18,900.00	$74.00	$ 15,540.00	$30.00	$ 6,300.00	$47.50	$ 9,975.00
103	1610	EROSION CONTROL STONE, CLASS B	570.00	TON	$ 86.00	$ 49,020.00	$78.00	$ 44,460.00	$25.00	$ 14,250.00	$61.27	$ 34,923.90
104	1610	SEDIMENT CONTROL STONE	435.00	TON	$ 82.00	$ 35,670.00	$58.50	$ 25,447.50	$25.00	$ 10,875.00	$41.90	$ 18,226.50
105	1615	TEMPORARY MULCHING	18.00	ACR	$ 1,925.00	$ 34,650.00	$2,000.00	$ 36,000.00	$225.00	$ 4,050.00	$1,994.64	$ 35,903.52
106	1620	SEED FOR TEMPORARY SEEDING	1,000.00	LB	$ 5.00	$ 5,000.00	$2.00	$ 2,000.00	$1.00	$ 1,000.00	$2.16	$ 2,160.00
107	1620	FERTILIZER FOR TEMPORARY SEEDING	6.00	TON	$ 1,527.00	$ 9,170.00	$400.00	$ 2,400.00	$250.00	$ 1,500.00	$1,177.38	$ 7,064.28
108	1622	TEMPORARY SLOPE DRAINS	200.00	LF	$ 30.00	$ 6,000.00	$31.50	$ 6,300.00	$4.00	$ 800.00	$29.64	$ 5,928.00
109	SP	SAFETY FENCE	600.00	LF	$ 4.00	$ 2,400.00	$1.90	$ 1,140.00	$2.00	$ 1,200.00	$3.07	$ 1,842.00
110	1630	SILT EXCAVATION	870.00	CY	$ 6.00	$ 5,220.00	$25.50	$ 22,185.00	$4.00	$ 3,480.00	$16.85	$ 14,659.50
111	1631	MATTING FOR EROSION CONTROL:	835.00	SY	$ 5.00	$ 4,175.00	$1.75	$ 1,461.25	$4.00	$ 3,340.00	$2.15	$ 1,795.25
112	1629	COIR FIBER MAT	15.00	SY	$ 9.00	$ 135.00	$5.75	$ 86.25	$7.00	$ 105.00	$4.70	$ 70.50
113	1632	1/4" HARDWARE CLOTH	1,390.00	LF	$ 8.00	$ 11,120.00	$12.00	$ 16,680.00	$3.00	$ 4,170.00	$4.04	$ 5,615.60
114	1642	COIR FIBER WATTLE	180.00	LF	$ 13.00	$ 2,340.00	$9.00	$ 1,620.00	$12.00	$ 2,160.00	$15.63	$ 2,813.40
115	1642	FLOCCULANT	80.00	LB	$ 12.00	$ 960.00	$8.40	$ 672.00	$8.00	$ 640.00	$25.61	$ 2,048.80
116	1640	COIR FIBER BAFFLE	205.00	LF	$ 10.00	$ 2,050.00	$7.00	$ 1,435.00	$5.00	$ 1,025.00	$9.22	$ 1,890.10
117	1644	SKIMMER - (1-1/2")	1.00	EA	$ 4,133.00	$ 4,133.00	$902.00	$ 902.00	$3,750.00	$ 3,750.00	$3,144.87	$ 3,144.87
118	1660	SEEDING AND MULCHING	15.00	ACR	$ 3,811.00	$ 57,165.00	$2,950.00	$ 44,250.00	$875.00	$ 13,125.00	$5,337.02	$ 80,055.30
119	1660	MOWING	12.00	ACR	$ 308.00	$ 3,696.00	$175.00	$ 2,100.00	$150.00	$ 1,800.00	$318.06	$ 3,816.72
120	1661	SEED FOR REPAIR SEEDING	200.00	LB	$ 10.00	$ 2,000.00	$5.00	$ 1,000.00	$4.00	$ 800.00	$4.47	$ 894.00
121	1661	FERTILIZER FOR REPAIR SEEDING	1.00	TON	$ 1,990.00	$ 1,990.00	$500.00	$ 500.00	$1,000.00	$ 1,000.00	$1,177.38	$ 1,177.38
122	1662	SEED FOR SUPPLEMENTAL SEEDING	350.00	LB	$ 9.00	$ 3,150.00	$5.00	$ 1,750.00	$4.00	$ 1,400.00	$5.37	$ 1,879.50
123	1665	FERTILIZER TOPDRESSING	11.00	TON	$ 1,597.00	$ 17,567.00	$500.00	$ 5,500.00	$250.00	$ 2,750.00	$1,177.38	$ 12,951.18
124	1667	SPECIALIZED HAND MOWING	10.00	MHR	$ 151.00	$ 1,510.00	$45.00	$ 450.00	$65.00	$ 650.00	$80.86	$ 808.60
125	1675	RESPONSE FOR EROSION CONTROL	75.00	EA	$ 292.00	$ 21,900.00	$350.00	$ 26,250.00	$10.00	$ 750.00	$107.82	$ 8,086.50
126	SP	CONCRETE WASHOUT STRUCTURE	2.00	EA	$ 2,242.00	$ 4,484.00	$809.00	$ 1,618.00	$2,650.00	$ 5,300.00	$1,684.75	$ 3,369.50
127	SP	TREE PROTECTION FENCE	2,800.00	LF	$ 4.00	$ 11,200.00	$1.90	$ 5,320.00	$2.00	$ 5,600.00	$3.18	$ 8,904.00
128	454	SEGMENTAL GRAVITY RETAINING WALLS	127.00	SF	$ 269.00	$ 34,163.00	$103.11	$ 13,094.97	$160.00	$ 20,320.00	$105.68	$ 13,421.36
					Total	**$ 6,824,508.00**		**$ 4,696,891.72**		**$ 4,883,884.00**		**$ 5,290,950.84**

					TerraHawk, LLC		Roadworks Construction Co, LLC	
ITEM #	SECTION	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
JESSIE DRIVE, PHASE 1; JULY 22, 2026								
1	800	MOBLIZATION	1	LS	$141,324.00	$ 141,324.00	$304,350.00	$ 304,350.00
2	801	CONSTRUCTION SURVEYING	1	LS	$141,390.00	$ 141,390.00	$153,140.00	$ 153,140.00
3	200	CLEARING& GRUBBING (3 ACRES)	1	LS	$50,026.00	$ 50,026.00	$76,130.00	$ 76,130.00
4	200	SUPPLEMENTARY CLEARING & GRUBBING	1	ACR	$11,117.00	$ 11,117.00	$1,600.00	$ 1,600.00
5	225	UNCLASSIFIED EXCAVATION	5,400	CY	$42.00	$ 226,800.00	$10.60	$ 57,240.00
6	225	UNDERCUT EXCAVATION	850	CY	$54.00	$ 45,900.00	$34.00	$ 28,900.00
7	230	BORROW EXCAVATION	10,600	CY	$30.00	$ 318,000.00	$35.25	$ 373,650.00
8	240	DRAINAGE DITCH EXCAVATION	30	CY	$43.00	$ 1,290.00	$89.50	$ 2,685.00
9	265	SELECT GRANULAR MATERIAL	850	CY	$88.00	$ 74,800.00	$43.90	$ 37,315.00
10	270	GEOTEXTILE FOR SOIL STABILIZATION	3,950	SY	$6.00	$ 23,700.00	$6.40	$ 25,280.00
11	300	FOUNDATION CONDITIONING MATERIAL, MINOR STRUCTURES	350	TON	$90.00	$ 31,500.00	$66.75	$ 23,362.50
12	300	FOUNDATION CONDITIONING GEOTEXTILE	1,090	SY	$8.00	$ 8,720.00	$5.80	$ 6,322.00
13	305	15" SIDE DRAIN PIPE	204	LF	$66.00	$ 13,464.00	$103.40	$ 21,093.60
14	305	18" SIDE DRAIN PIPE	112	LF	$78.00	$ 8,736.00	$89.20	$ 9,990.40
15	310	15" RC PIPE CULVERTS, CLASS IV	1,256	LF	$107.00	$ 134,392.00	$109.00	$ 136,904.00
16	310	18" RC PIPE CULVERTS, CLASS IV	1,532	LF	$135.00	$ 206,820.00	$124.00	$ 189,968.00
17	310	24" RC PIPE CULVERTS, CLASS IV	148	LF	$180.00	$ 26,640.00	$181.00	$ 26,788.00
18	500	FINE GRADING (16,080 SY)	1	LS	$276,167.00	$ 276,167.00	$320,040.00	$ 320,040.00
19	340	PIPE REMOVAL	529	LF	$44.00	$ 23,276.00	$35.20	$ 18,620.80
20	SP	#57 STONE	125	TON	$57.00	$ 7,125.00	$81.50	$ 10,187.50
21	505	SHALLOW UNDERCUT	750	CY	$49.00	$ 36,750.00	$27.10	$ 20,325.00
22	505	CLASS IV SUBGRADE STABILIZATION	1,600	TON	$51.00	$ 81,600.00	$41.40	$ 66,240.00
23	520	AGGREGATE BASE COURSE	5,200	TON	$51.00	$ 265,200.00	$48.00	$ 249,600.00
24	607	MILLING ASPHALT PAVEMENT, 1 1/2" DEPTH	300	SY	$12.00	$ 3,600.00	$20.00	$ 6,000.00
25	607	INCIDENTAL MILLING	500	SY	$12.00	$ 6,000.00	$20.00	$ 10,000.00
26	610	ASPHALT CONC BASE COURSE, TYPE B25.0C	1,500	TON	$110.00	$ 165,000.00	$140.00	$ 210,000.00
27	610	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0C	2,000	TON	$106.00	$ 212,000.00	$134.00	$ 268,000.00
28	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5B	3,450	TON	$107.00	$ 369,150.00	$160.00	$ 552,000.00
29	620	ASPHALT BINDER FOR PLANT MIX	415	TON	$934.00	$ 387,610.00	$1,154.00	$ 478,910.00
30	654	ASPHALT PLANT MIX, PAVEMENT REPAIR	455	TON	$211.00	$ 96,005.00	$270.00	$ 122,850.00
31	SP	PORTLAND CEMENT FOR FDR BASE	176	TON	$289.00	$ 50,864.00	$355.00	$ 62,480.00
32	SP	AGGREGATE FOR FDR BASE	3,100	TON	$56.00	$ 173,600.00	$41.20	$ 127,720.00
33	SP	FULL DEPTH RECLAMATION BASE	5,500	SY	$9.00	$ 49,500.00	$12.60	$ 69,300.00
34	815	SUBDRAIN EXCAVATION	67	CY	$52.00	$ 3,484.00	$16.60	$ 1,112.20
35	815	GEOTEXTILE FOR SUBSURFACE DRAINS	200	SY	$9.00	$ 1,800.00	$7.20	$ 1,440.00
36	815	SUBDRAIN COARSE AGGREGATE	34	CY	$92.00	$ 3,128.00	$123.00	$ 4,182.00
37	815	6" PERFORATED SUBDRAIN PIPE	200	LF	$32.00	$ 6,400.00	$23.20	$ 4,640.00
38	815	SUBDRAIN PIPE OUTLET	1	EA	$955.00	$ 955.00	$358.00	$ 358.00
39	815	6" OUTLET PIPE	6	LF	$76.00	$ 456.00	$140.00	$ 840.00
40	840	MASONRY DRAINAGE STRUCTURES	31	EA	$3,391.00	$ 105,121.00	$4,575.00	$ 141,825.00
41	840	MASONRY DRAINAGE STRUCTURES	7	LF	$556.00	$ 3,892.00	$1,308.00	$ 9,156.00
42	840	FRAME WITH TWO GRATES, STD 840.16	1	EA	$1,417.00	$ 1,417.00	$1,825.00	$ 1,825.00
43	840	FRAME WITH TWO GRATES, STD 840.24	1	EA	$3,001.00	$ 3,001.00	$1,625.00	$ 1,625.00
44	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE E	2	EA	$1,528.00	$ 3,056.00	$1,745.00	$ 3,490.00
45	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE F	15	EA	$1,568.00	$ 23,520.00	$1,740.00	$ 26,100.00
46	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE G	12	EA	$1,568.00	$ 18,816.00	$1,750.00	$ 21,000.00
47	846	2'-9" CONCRETE CURB & GUTTER	100	LF	$36.00	$ 3,600.00	$73.30	$ 7,330.00
48	846	1'-6" CONCRETE CURB & GUTTER	2,260.00	LF	$26.00	$ 58,760.00	$41.20	$ 93,112.00
49	846	2'-6" CONCRETE CURB & GUTTER	4,500.00	LF	$27.00	$ 121,500.00	$50.80	$ 228,600.00
50	848	6" CONCRETE DRIVEWAY	815.00	SY	$107.00	$ 87,205.00	$158.00	$ 128,770.00
51	852	5" MONOLITHIC CONCRETE ISLANDS (KEYED IN)	270.00	SY	$99.00	$ 26,730.00	$155.00	$ 41,850.00
52	848	MULTI-USE PATH CONCRETE CURB RAMPS	8.00	EA	$5,798.00	$ 46,384.00	$6,510.00	$ 52,080.00
53	848	6" CONCRETE DRIVEWAY (HIGH EARLY STRENGTH)	815.00	SY	$124.00	$ 101,060.00	$184.00	$ 149,960.00
54	858	ADJUSTMENT OF METER BOXES OR VALVE BOXES	4.00	EA	$1,258.00	$ 5,032.00	$1,500.00	$ 6,000.00
55	SP	REMOVE EXISTING WOOD FENCE	45.00	LF	$10.00	$ 450.00	$47.20	$ 2,124.00
56	SP	SAFETY RAIL	600.00	LF	$42.00	$ 25,200.00	$195.00	$ 117,000.00
57	876	RIP RAP, CLASS I	90.00	TON	$242.00	$ 21,780.00	$118.00	$ 10,620.00
58	876	RIP RAP, CLASS B	50.00	TON	$188.00	$ 9,400.00	$114.00	$ 5,700.00
59	876	GEOTEXTILE FOR DRAINAGE	825.00	SY	$5.00	$ 4,125.00	$6.20	$ 5,115.00
60	901	CONTRACTOR FURNISHED, TYPE E SIGN	90.00	SF	$58.00	$ 5,220.00	$24.70	$ 2,223.00
61	903	SUPPORTS, STEEL SQUARE TUBE	196.00	LF	$28.00	$ 5,488.00	$14.70	$ 2,881.20
62	904	SIGN ERECTION, TYPE E	16.00	EA	$174.00	$ 2,784.00	$207.00	$ 3,312.00
63	904	SIGN ERECTION, RELOCATE TYPE E (GROUND MOUNTED)	9.00	EA	$104.00	$ 936.00	$334.00	$ 3,006.00
64	907	DISPOSAL OF SIGN SYSTEM, U-CHANNEL	3.00	EA	$6.00	$ 18.00	$6.70	$ 20.10
65	907	DISPOSAL OF SUPPORT, U-CHANNEL	6.00	EA	$6.00	$ 36.00	$6.70	$ 40.20
66	1110	WORK ZONE SIGNS (STATIONARY)	150.00	SF	$8.00	$ 1,200.00	$9.70	$ 1,455.00
67	1110	WORK ZONE SIGNS (PORTABLE)	150.00	SF	$18.00	$ 2,700.00	$22.00	$ 3,300.00
68	1110	WORK ZONE SIGNS (BARRICADE MOUNTED)	25.00	SF	$8.00	$ 200.00	$9.30	$ 232.50
69	1130	DRUMS	110.00	EA	$27.00	$ 2,970.00	$55.10	$ 6,061.00
70	1135	CONES	100.00	EA	$20.00	$ 2,000.00	$42.20	$ 4,220.00
71	1145	BARRICADES (TYPE III)	16.00	LF	$27.00	$ 432.00	$32.00	$ 512.00
72	SP	FLAGGER	1.00	LS	$150,078.00	$ 150,078.00	$140,960.00	$ 140,960.00
73	1251	TEMPORARY RAISED PAVEMENT MARKERS	330.00	EA	$14.00	$ 4,620.00	$13.35	$ 4,405.50
74	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS)	6,200.00	LF	$2.00	$ 12,400.00	$2.35	$ 14,570.00
75	1205	THERMOPLASTIC PAVEMENT MARKING LINES (8", 90 MILS)	560.00	LF	$4.00	$ 2,240.00	$3.35	$ 1,876.00
76	1205	THERMOPLASTIC PAVEMENT MARKING LINES (12", 90 MILS)	750.00	LF	$5.00	$ 3,750.00	$4.00	$ 3,000.00
77	1205	THERMOPLASTIC PAVEMENT MARKING LINES (24", 90 MILS)	160.00	LF	$13.00	$ 2,080.00	$14.70	$ 2,352.00
78	1205	THERMOPLASTIC PAVEMENT MARKING CHARACTER (90 MILS)	8.00	EA	$127.00	$ 1,016.00	$167.00	$ 1,336.00
79	1205	THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)	8.00	EA	$486.00	$ 3,888.00	$233.00	$ 1,864.00
80	1205	PAINT PAVEMENT MARKING LINES (4")	9,200.00	LF	$1.00	$ 9,200.00	$1.00	$ 9,200.00
81	1205	PAINT PAVEMENT MARKING LINES (8")	570.00	LF	$2.00	$ 1,140.00	$1.30	$ 741.00
82	1205	PAINT PAVEMENT MARKING LINES (12")	690.00	LF	$2.00	$ 1,380.00	$2.70	$ 1,863.00
83	1205	PAINT PAVEMENT MARKING LINES (24")	410.00	LF	$4.00	$ 1,640.00	$5.30	$ 2,173.00
84	1205	PAINT PAVEMENT MARKING CHARACTER	8.00	EA	$118.00	$ 944.00	$60.00	$ 480.00
85	1205	PAINT PAVEMENT MARKING SYMBOL	13.00	EA	$118.00	$ 1,534.00	$60.00	$ 780.00
86	1205	REMOVAL OF PAVEMENT MARKING LINES (4")	9,200.00	LF	$1.00	$ 9,200.00	$1.80	$ 16,560.00
87	1205	REMOVAL OF PAVEMENT MARKING LINES (8")	570.00	LF	$3.00	$ 1,710.00	$2.70	$ 1,539.00
88	1205	REMOVAL OF PAVEMENT MARKING LINES (12")	690.00	LF	$4.00	$ 2,760.00	$5.40	$ 3,726.00
89	1205	REMOVAL OF PAVEMENT MARKING LINES (24")	410.00	LF	$6.00	$ 2,460.00	$8.00	$ 3,280.00
90	1205	REMOVAL OF PAVEMENT MARKING SYMBOLS & CHARACTERS	21.00	EA	$69.00	$ 1,449.00	$93.00	$ 1,953.00
91	1251	PERMANENT RAISED PAVEMENT MARKERS	175.00	EA	$14.00	$ 2,450.00	$13.40	$ 2,345.00
92	1515	16" x 6" TAPPING SLEEVE & VALVE	5.00	EA	$10,450.00	$ 52,250.00	$11,540.00	$ 57,700.00
93	1515	3/4" WATER METER	10.00	EA	$1,668.00	$ 16,680.00	$2,850.00	$ 28,500.00
94	1515	RELOCATE WATER METER	1.00	EA	$1,667.00	$ 1,667.00	$2,825.00	$ 2,825.00
95	1515	FIRE HYDRANT	6.00	EA	$10,561.00	$ 63,366.00	$12,290.00	$ 73,740.00
96	1515	FIRE HYDRANT LEG	215.00	LF	$100.00	$ 21,500.00	$170.00	$ 36,550.00
97	1515	WATER SERVICE LINE	837.00	LF	$78.00	$ 65,286.00	$76.50	$ 64,030.50
98	1530	REMOVE FIRE HYDRANT	1.00	EA	$1,113.00	$ 1,113.00	$2,260.00	$ 2,260.00
99	SP	WATER SERVICE INSTALLATION	10.00	EA	$4,970.00	$ 49,700.00	$900.00	$ 9,000.00
100	SP	WELL ABANDONMENT	9.00	EA	$5,057.00	$ 45,513.00	$4,670.00	$ 42,030.00
101	1605	TEMPORARY SILT FENCE	6,200.00	LF	$3.00	$ 18,600.00	$3.40	$ 21,080.00
102	1610	EROSION CONTROL STONE, CLASS A	210.00	TON	$188.00	$ 39,480.00	$114.00	$ 23,940.00
103	1610	EROSION CONTROL STONE, CLASS B	570.00	TON	$188.00	$ 107,160.00	$75.00	$ 42,750.00
104	1610	SEDIMENT CONTROL STONE	435.00	TON	$57.00	$ 24,795.00	$84.50	$ 36,757.50
105	1615	TEMPORARY MULCHING	18.00	ACR	$2,002.00	$ 36,036.00	$2,470.00	$ 44,460.00
106	1620	SEED FOR TEMPORARY SEEDING	1,000.00	LB	$2.00	$ 2,000.00	$2.70	$ 2,700.00
107	1620	FERTILIZER FOR TEMPORARY SEEDING	6.00	TON	$105.00	$ 630.00	$1,460.00	$ 8,760.00
108	1622	TEMPORARY SLOPE DRAINS	200.00	LF	$84.00	$ 16,800.00	$65.40	$ 13,080.00
109	SP	SAFETY FENCE	600.00	LF	$3.00	$ 1,800.00	$2.60	$ 1,560.00
110	1630	SILT EXCAVATION	870.00	CY	$38.00	$ 33,060.00	$6.00	$ 5,220.00
111	1631	MATTING FOR EROSION CONTROL:	835.00	SY	$3.00	$ 2,505.00	$3.85	$ 3,214.75
112	1629	COIR FIBER MAT	15.00	SY	$11.00	$ 165.00	$95.00	$ 1,425.00
113	1632	1/4" HARDWARE CLOTH	1,390.00	LF	$18.00	$ 25,020.00	$5.00	$ 6,950.00
114	1642	COIR FIBER WATTLE	180.00	LF	$26.00	$ 4,680.00	$18.75	$ 3,375.00
115	1642	FLOCCULANT	80.00	LB	$6.00	$ 480.00	$25.70	$ 2,056.00
116	1640	COIR FIBER BAFFLE	205.00	LF	$15.00	$ 3,075.00	$14.75	$ 3,023.75
117	1644	SKIMMER - (1-1/2")	1.00	EA	$2,301.00	$ 2,301.00	$10,630.00	$ 10,630.00
118	1660	SEEDING AND MULCHING	15.00	ACR	$2,891.00	$ 43,365.00	$6,570.00	$ 98,550.00
119	1660	MOWING	12.00	ACR	$278.00	$ 3,336.00	$295.00	$ 3,540.00
120	1661	SEED FOR REPAIR SEEDING	200.00	LB	$4.00	$ 800.00	$5.55	$ 1,110.00
121	1661	FERTILIZER FOR REPAIR SEEDING	1.00	TON	$1,223.00	$ 1,223.00	$1,460.00	$ 1,460.00
122	1662	SEED FOR SUPPLEMENTAL SEEDING	350.00	LB	$4.00	$ 1,400.00	$6.65	$ 2,327.50
123	1665	FERTILIZER TOPDRESSING	11.00	TON	$1,056.00	$ 11,616.00	$1,460.00	$ 16,060.00
124	1667	SPECIALIZED HAND MOWING	10.00	MHR	$270.00	$ 2,700.00	$225.00	$ 2,250.00
125	1675	RESPONSE FOR EROSION CONTROL	75.00	EA	$2,587.00	$ 194,025.00	$130.00	$ 9,750.00
126	SP	CONCRETE WASHOUT STRUCTURE	2.00	EA	$5,887.00	$ 11,774.00	$1,305.00	$ 2,610.00
127	SP	TREE PROTECTION FENCE	2,800.00	LF	$4.00	$ 11,200.00	$3.95	$ 11,060.00
128	454	SEGMENTAL GRAVITY RETAINING WALLS	127.00	SF	$153.00	$ 19,431.00	$148.00	$ 18,796.00
						$ 5,530,793.00		**$ 6,090,243.50**

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: August 11, 2026

Item Details

Presenter(s): John Mullis, Director

Department(s): Public Works

Requested Motion

Motion to approve a Contract Multi-Year Yard Waste Processing and Disposal Agreement between Wall Recycling, LLC d/b/a Liberty Waste Solutions and Town of Apex, effective until July 31, 2031, for the processing and disposal of residential yard waste materials (excluding grass), and authorize the Town Manager, or their designee, to execute on behalf of the Town.

Approval Recommended?

Yes

Item Details

The Public Works Department is requesting approval of a Yard Waste Processing and Disposal Agreement with Wall Recycling, LLC d/b/a Liberty Waste Solutions for the receipt, processing, and disposal of residential yard waste materials collected through the Town's yard waste program. Under the agreement, materials will be delivered to Liberty Waste Solutions' Apex facility for processing and disposal in accordance with applicable permits and regulatory requirements.

The agreement establishes acceptable materials, service requirements, operating procedures, contamination protocols, and disposal rates. Acceptable materials include leaves, brush, wood chips, and other vegetative debris. **Grass clippings and other non-approved materials are excluded** unless specifically authorized. The agreement is non-exclusive, allowing the Town to continue utilizing other disposal facilities or options as operational needs warrant.

The proposed agreement also provides additional capacity and flexibility within the Town's yard waste disposal program. The Town's existing contracted disposal arrangement is limited to 50 loads per month and is scheduled to expire in March 2027 unless renewed. As a result, the Town does not currently have a contractual arrangement capable of accommodating the full volume of yard waste collected through the

program. Approval of this agreement would establish an additional long-term disposal option while preserving the Town's ability to use other facilities.

In addition, the agreement supports the Town Council's direction to evaluate the feasibility of transitioning toward a commingled yard waste container system. By establishing requirements for containerized materials and contamination management, the agreement provides a disposal framework that could support future implementation of such a collection model. Importantly, the recent ordinance amendments addressed pre-collection and set-out practices and did not establish a corresponding disposal arrangement. This agreement addresses that operational component by securing a facility capable of accepting containerized yard waste materials, excluding grass clippings.

The initial term of the agreement extends through July 31, 2031, with the option for two additional one-year renewals upon mutual agreement of the parties. Disposal costs are based on material type and tonnage, with rates established in the agreement and subject to annual adjustments beginning August 1, 2027. Funding for services provided under the agreement will be included within the Public Works Department's approved operating budget.

Attachments

- CN20-A1: Contract Multi-Year - Liberty Waste - Acceptance of Yard Waste (excluding grass) through July 31, 2031
- CN20-A2: Liberty Waste Disposal – Memo - Acceptance of Yard Waste (excluding grass) through July 31, 2031

YARD WASTE PROCESSING AND DISPOSAL AGREEMENT

Town of Apex, North Carolina and Wall Recycling, LLC d/b/a Liberty Waste Solutions

This Yard Waste Processing and Disposal Agreement (the "Agreement") is made and entered into this ___ day of _____, 2026 (the "Effective Date"), by and between Wall Recycling, LLC d/b/a Liberty Waste Solutions ("CONTRACTOR") and the Town of Apex, North Carolina ("CUSTOMER"). CONTRACTOR and CUSTOMER may hereinafter be referred to collectively as "Parties" or individually as "Party."

CUSTOMER is responsible for the collection of residential yard waste materials from its residents and desires to engage CONTRACTOR to receive, process, and dispose of acceptable yard waste materials in accordance with this Agreement and applicable law.

1. Term. This Agreement shall begin on the Effective Date written above and end July 31, 2031. The Agreement may be renewed for two (2) additional one-year (1) terms by mutual written agreement of the parties.

2. Services. CUSTOMER grants CONTRACTOR the non-exclusive right (at costs shown in Exhibit A Pricing and Conditions, which is hereby incorporated into this Agreement) to, and CONTRACTOR hereby agrees to, receive, process, and dispose of acceptable residential yard waste materials generated through CUSTOMER's collection program, subject to this Agreement, the exhibits, applicable permits, and applicable law (hereinafter "Services"). Receipt, processing, and disposal of said materials shall take place at CONTRACTOR'S Apex Transfer Station facility located at 520 Pristine Water Dr., Apex, NC 27539 (hereinafter "Facility") unless otherwise specified in this Agreement. The Parties may agree in writing to additional and/or non-exclusive services and applicable rates.

3. Acceptable Materials and Unacceptable Materials.

a. "Acceptable Materials" are limited to clean leaves, twigs, small limbs, weeds, vines, brush, hedge trimmings, shrubbery clippings, plant trimmings, wood chips, hay straw, pine straw, pine cones and small shrubs, provided such materials are permitted under applicable law and applicable facility permits.

b. All materials other than clean leaves, twigs, small limbs, weeds, vines, brush, hedge trimmings, shrubbery clippings, plant trimmings, wood chips, hay straw, pine straw, pine cones and small shrubs, are unacceptable unless approved in writing by CONTRACTOR prior to delivery. Limbs and trunks are not to exceed 6 inches in diameter and 6 ft in length. Stumps, root balls containing excess soil, concrete or other attached debris are unacceptable. Grass, including loose grass, bagged grass, and grass clippings, is expressly excluded and considered Unacceptable. Exceptions must be approved in writing by CONTRACTOR prior to delivery. In case of approval on other items, such as larger limbs and trunks for storm cleanup, the material will be charged at the appropriate per ton rate shown in Exhibit A. Nothing in this Agreement expands or limits the materials the Facility is authorized to receive under its permits. Acceptance of materials remain subject to CONTRACTOR's permits and applicable law.

c. Materials shall be separated by commodity when practical until single stream containerization takes effect in 2028, unless otherwise approved in writing by CONTRACTOR.

d. Title to any material that does not conform to the definition of Acceptable Materials shall remain with CUSTOMER and shall not pass to CONTRACTOR at any time.

e. Any load containing unacceptable or contaminated material may be rejected, reclassified, redirected, handled, or charged in accordance with Exhibit C.

4. Schedule. CONTRACTOR shall operate on a schedule sufficient to provide timely service. Services will not be provided on New Year's Day, Christmas Day, Thanksgiving Day, Labor Day, Independence Day, Memorial Day, or any inclement weather day as deemed necessary by CONTRACTOR. General operating hours are Monday through Friday, 7:00 a.m. to 5:00 p.m., and Saturday, 7:00 a.m. to 12:00 p.m. CONTRACTOR will provide alternative disposal options to CUSTOMER of other CONTRACTOR locations such as our North Raleigh facility in the event the Apex facility becomes unavailable for a period greater than 72 hours

5. Rates and Payment. Rates are set forth in Exhibit A. Exhibits B and C are incorporated into this Agreement. Payment is due by the 10th day of the month following the month in which the invoice is submitted, or within thirty (30) days of receipt by the CUSTOMER, whichever is later.

6. Adjustments. The fees identified in Exhibits A, B and C shall be adjusted annually on August 1, beginning August 1, 2027. Each annual adjustment shall equal the greater of: (i) three percent (3%); or (ii) the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, not seasonally adjusted, Table 1, Expenditure Category "Water and Sewer and Trash Collection Services," Subcategory "Garbage and Trash Collection," as published by the U.S. Bureau of Labor Statistics. The CPI adjustment shall be calculated by comparing the index published for April of the adjustment year with the index published for April of the immediately preceding year. In no event shall the annual adjustment exceed six percent (6%). Additional changes in the fees may be negotiated if such adjustments arise from direct operational cost changes outside CONTRACTOR's control, including landfill, disposal, processing, fuel, or regulatory costs. Documentation supporting a change in fees will be provided to the CUSTOMER but said fees shall not be instituted or charged until the Parties agree to the change in writing.

a. Example: Using the latest available April-to-April data:

- **Garbage and Trash Collection CPI-U increase, April 2025–April 2026: 4.2%**
- Minimum increase: **3%**
- Maximum increase: **6%**

Because **4.2% is greater than 3% and below 6%**, the resulting fee increase would be **4.2%**

7. Compliance and Permits. CONTRACTOR shall maintain the permits and licenses required by law for the Services and shall perform the Services in material compliance with applicable laws, rules, and regulations.

8. Points of Contact. All communications from CONTRACTOR to CUSTOMER shall be directed to the Town Public Works Director. All communications from CUSTOMER to CONTRACTOR shall be directed to CONTRACTOR's General Manager or designee.

9. Breach and Termination. If either Party reasonably concludes that the other Party is in material breach, the non-breaching Party shall provide written notice describing the breach. The alleged breaching Party shall have thirty (30) days after notice to cure the breach or begin reasonable corrective action for matters requiring more than thirty (30) days. If the breach is not cured or reasonable corrective action is not begun within that period, the non-breaching Party may terminate this Agreement. Neither Party shall be liable to the other for special, consequential, or punitive damages. Either Party shall have the right to terminate this Agreement for convenience upon ninety (90) days written notice to the other Party. Termination for convenience shall not relieve CUSTOMER of responsibility for any amounts owed to CONTRACTOR for services provided, materials received, contamination charges, hauling charges, disposal charges, equipment charges, administrative fees, environmental fees, or other charges incurred prior to the effective date of termination.

10. Indemnification. CONTRACTOR shall indemnify and hold CUSTOMER harmless from and against claims, liabilities, demands, damages, losses, costs, expenses, and causes of action arising out of or resulting from CONTRACTOR's negligence or willful misconduct in the performance of Services or failure to comply with this Agreement.

Neither party shall be required to indemnify the other party for claims, liabilities, demands, damages, losses, costs, expenses, or causes of action arising from the other party's negligence, willful misconduct, or failure to comply with this Agreement.

11. Force Majeure. CONTRACTOR shall not be liable for failure to perform if the failure arises from causes beyond CONTRACTOR's reasonable control and without CONTRACTOR's fault or negligence, including acts of government, fires, floods, strikes, epidemics, quarantine restrictions, freight embargoes, unusually severe weather, or similar events.

12. Assignment. Neither Party may assign this Agreement without prior written approval of the other Party, which approval shall not be unreasonably withheld; provided, however, CONTRACTOR may assign this Agreement to an affiliate of CONTRACTOR without prior approval of CUSTOMER if said affiliate is continuing Services at the Facility location in the Town of Apex, NC. Notwithstanding the foregoing, if CONTRACTOR is temporarily unable to provide services at the Facility identified in this Agreement, the Parties may agree in writing to temporary delivery of Acceptable Materials to one of CONTRACTOR'S affiliates. For purpose of this section 12 only, electronic communication is considered "in writing."

13. Insurance. CONTRACTOR shall maintain insurance as required by State law, including general liability, workers compensation, and motor vehicle insurance. The required coverages may be provided by CONTRACTOR's parent corporation and will be in the minimum amounts listed below:

Coverage	Limit
Workers Compensation	Statutory / $1,000,000 aggregate
Employer's Liability	$1,000,000 each occurrence
Bodily Injury Liability	$1,000,000 each occurrence
Excess Auto Liability	$1,000,000 aggregate
Automobile Combined Single Limit	$1,000,000 each accident
Property Damage Liability	$2,000,000 each occurrence
Excess Umbrella Liability	$2,000,000 aggregate

14. Mediation. Any controversy or claim arising out of or related to this Agreement that cannot be amicably resolved may be submitted to mediation in Wake County, North Carolina upon agreement of the Parties.

15. Notices. All notices shall be in writing and may be given by personal delivery, nationally recognized express courier, registered or certified mail, or facsimile with receipt confirmed. Notices shall be effective when received, except notices by registered or certified mail shall be effective three (3) days after mailing if received within five (5) days, or when actually received if later.

If to CONTRACTOR: Liberty Waste Solutions, Attn: General Manager, 2126 Garner Road, Raleigh, NC 27610

If to CUSTOMER: Town of Apex, Attn: John Mullis, Public Works Director, PO Box 250, 105A Upchurch St., Apex, NC 27502

16. Entire Agreement; Counterparts. This Agreement, including all exhibits, constitutes the entire agreement between the Parties and supersedes all prior negotiations, understandings, and agreements relating to the Services. This Agreement may be executed in counterparts, each of which shall be deemed an original.

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

18. Anti-Human Trafficking. CONTRACTOR warrants and agrees that no labor supplied by CONTRACTOR or its 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.

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

The Town of Apex, North Carolina	**Wall Recycling, LLC d/b/a Liberty Waste Solutions**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

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

By: _____

Name: _____

Title: _____

EXHIBIT A

NON-EXCLUSIVE RECEIVER OF ACCEPTABLE MATERIALS

Acceptable Materials is defined in Section 3 of the Agreement.

The fees to receive, process, and dispose of acceptable materials are as follows:

Material	Rate
Leaves	$34.25 per ton
Brush	$25.12 per ton
Wood chips	$25.12 per ton
Other Commingled	$25.12 per ton

A one-ton minimum fee applies to all inbound loads. CONTRACTOR will provide weight tickets for all inbound loads.

Termination for Convenience – Non-Exclusive Service Model. If Customer elects to proceed under the non-exclusive pricing model, Customer acknowledges that Contractor is not being granted exclusive rights to receive, process, or dispose of Customer's acceptable yard waste materials and that Customer may use other disposal or processing outlets at its discretion. Accordingly, Contractor shall have the right to terminate the non-exclusive service arrangement, refuse future loads, or discontinue acceptance of materials from Customer for convenience upon ~~thirty (30)~~ ninety (90) days' written notice to Customer.

Termination or discontinuation under this provision shall not relieve Customer of responsibility for any amounts owed to Contractor for services provided, materials received, contamination charges, hauling charges, disposal charges, equipment charges, administrative fees, environmental fees, or other charges incurred prior to the effective date of termination. Contractor may also immediately reject or refuse any load that does not comply with the Agreement, facility rules, permit requirements, or applicable law.

EXHIBIT B

DUMPSTER RENTALS

This Exhibit applies to the rental, hauling, and disposal charges for available open-top roll off dumpsters provided by CONTRACTOR to CUSTOMER. The fees below apply when dumpsters are staged at CUSTOMER's location within the Town limits of Apex, sized as available and appropriate.

Charge Type	Definition	Charge
Rental Fee	Daily rental charge for each roll-off dumpster after fourteen (14) days of inactivity. "Inactivity" means the dumpster remains staged without being hauled, exchanged, or removed.	$11.00 per day after 14 days of inactivity
Container Movement Charge	One time charge for first delivery of any container, customer requested relocation, dry run (customer requested haul where container is inaccessible or haul canceled after arrival)	$125 fee for each occurrence, plus 12% environmental fee
Haul to CONTRACTOR's Apex Yard	Hauling charge for transporting acceptable material to CONTRACTOR's Apex Yard.	$275.00 per haul, plus 12% environmental fee
Disposal at CONTRACTOR's Apex Yard	Disposal charge for acceptable leaves, brush, and wood chips delivered to CONTRACTOR's Apex Yard.	Applicable per-ton rate in the Exhibit A,, subject to a one-ton minimum
Haul to South Wake Landfill	Hauling charge for transporting material to South Wake Landfill.	$250.00 per haul, plus 12% environmental fee
Disposal at South Wake Landfill	Disposal charge for material delivered to South Wake Landfill.	Actual disposal cost per ton per weight ticket, plus 25% administrative markup, plus 12% environmental fee
Minimum Tonnage	Minimum chargeable tonnage for each haul.	One-ton minimum applies to all hauls

Hauling calculation: Base haul rate x 1.12 (Environmental fee)

South Wake Landfill disposal calculation: Tons disposed, subject to a one-ton minimum, x actual disposal rate per ton x 1.25 (Administrative) x 1.12 (Environmental fee)

Unless otherwise approved in writing by CONTRACTOR, material delivered to CONTRACTOR's Facility under this Exhibit is limited leaves, twigs, small limbs, weeds, vines, brush, hedge trimmings, shrubbery clippings, plant trimmings, wood chips, hay straw, pine straw, pine cones and small shrubs. Any other material may be rejected, redirected, or charged under Exhibit C.

EXHIBIT C

MATERIAL ACCEPTANCE, CONTAMINATION PROCESS, AND CHARGES

This Exhibit applies to all materials delivered by or on behalf of CUSTOMER to any facility operated or designated by CONTRACTOR.

1. Acceptable Materials. Unless otherwise approved in writing by CONTRACTOR prior to delivery, "Acceptable Materials" is as defined in Section 3 of the Agreement.

2. Unacceptable Materials. All materials other than Acceptable Materials (defined in Section 3) are unacceptable unless approved in writing by CONTRACTOR prior to delivery. Grass, including loose grass, bagged grass, and grass clippings, is expressly excluded unless approved in writing by CONTRACTOR prior to delivery.

3. Contaminated Loads. Loads containing more than 5% by volume of unacceptable materials may be rejected, redirected to Raleigh or Durham Transfer Stations as Municipal Solid Waste (MSW), or placed in the Construction & Demolition (C&D) pile and charged a fee to move. Loads containing hazardous waste, regulated waste, or prohibited items may be rejected regardless of percentage. CUSTOMER has the ability to manually remove visual contamination once load is discharged from the truck. If removing visual contamination takes longer than 15 minutes, wait charges will apply at the Sorting/Cleanup labor rates below. At CONTRACTOR's discretion, Equipment may be used to manage the load and will be charged at the rates below.

4. Inspection and Documentation. All loads are subject to inspection upon arrival, before unloading, during unloading, after tipping, and during handling or processing. CONTRACTOR may document any unacceptable or contaminated load using scale tickets, photographs, video, notes, and related records. Discovery after acceptance or unloading does not relieve CUSTOMER of responsibility for the load or related charges as outlined below. Documentation in the form of pictures will be provided.

5. Contractor Rights. If unacceptable or contaminated material is delivered, CONTRACTOR may reject the load, require removal, reload the material, reclassify the load, sort or handle the material, redirect it to South Wake Landfill or another approved facility, assess applicable charges, suspend future acceptance, require pre-approval of future loads, or terminate acceptance of material from CUSTOMER.

6. Charges. If unacceptable or contaminated material is identified, CUSTOMER shall be responsible for all applicable charges below. Charges are cumulative and may be assessed in addition to normal disposal, processing, transportation, or service charges. Based on the severity of the contamination, CONTRACTOR may: reject the entire load, require removal, reclassify the load, or separate materials according the rates below and still bill per ton.

Charge Type	Definition	Charge
Contamination Fee	Fee assessed when unacceptable material or contamination is found in a load.	$40.00 minimum per occurrence
Sorting / Cleanup Labor	Labor to remove contamination, clean the tipping area, reload material, or separate unacceptable items.	$160.00 per labor hour, billed in 15-minute increments
Equipment Time	Loader, excavator, skid steer, truck, container, or other equipment used to manage the load.	$160.00 per equipment hour, billed in 15-minute increments
Rejected Load / Reload Fee	Fee assessed when a load must be rejected, reloaded, removed, or handled separately.	$100.00 minimum per occurrence
Reclassification Charge	Charge when a load cannot be handled as acceptable yard waste and is reclassified as MSW, C&D, special waste, or another material type.	MSW, C&D, special waste, or other disposal rate and all other applicable charges and fees
Haul to South Wake Landfill	Hauling charge when material must be transported to South Wake Landfill or another approved disposal facility.	$250.00 per haul, plus 12% environmental fee
Disposal at South Wake Landfill	Actual disposal cost charged by South Wake Landfill or another approved facility.	Actual disposal cost per ton, plus 25% administrative markup, plus 12% environmental fee

Third-Party Costs	Any third-party transportation, disposal, testing, regulatory, special handling, or related costs not otherwise listed.	Actual cost plus 25% administrative markup, plus 12% environmental fee

7. Storm or Special Events. For storm, emergency cleanup, or special collection events, CUSTOMER shall coordinate with CONTRACTOR in advance regarding material type, quantity, timing, size, and delivery method. Materials other than clean leaves, twigs, small limbs, weeds, vines, brush, hedge trimmings, shrubbery clippings, plant trimmings, wood chips, hay straw, pine straw, pine cones and small shrubs, remain prohibited unless approved in writing by CONTRACTOR prior to delivery.

8. Customer Responsibility. CUSTOMER is responsible for ensuring that all material delivered by CUSTOMER, its employees, contractors, subcontractors, agents, haulers, or residents acting through a CUSTOMER-managed program complies with this Agreement.

9. Repeated Contamination. Repeated delivery of unacceptable or contaminated material may result in account review, revised pricing, suspension of acceptance privileges, required pre-approval of future loads, or termination of CONTRACTOR's acceptance of material from CUSTOMER.

Town of Apex compromise request to Liberty Waste related to acceptance of grass generated by the current curbside collection program.

From: John Mullis <John.Mullis@apexnc.org>
Sent: Wednesday, June 3, 2026 12:06 PM
To: Dan Shields <dshields@libertywastesolutions.com>
Subject: RE: Town of Apex Contract Questions

Thanks Dan,

I recognize that grass volume is a potential concern. In discussing this with my manager this morning, he suggested creating a two-tiered pricing structure: one rate that includes all yard waste types (including grass), and a rate that includes everything else but excludes grass.

Once the Town transitions to the 95-gallon carts, we anticipate some residents may try to slip grass into their bins. We can monitor this, note repeat offenders, and refuse collection for future violations. Ultimately, allowing small, occasional amounts of grass while strictly prohibiting mass quantities could be a viable compromise if total volume remains a major concern.

Kind regards,

APEX
NORTH CAROLINA
www.apexnc.org

John Mullis
Public Works Director
PO Box 250 I 105 A Upchurch Street I Apex, NC 27502
Office: 919-249-3434
Mobile: 919-368-9743
Email: John.Mullis@Apexnc.org

Liberty Waste response to compromise request for grass acceptance generated by the current Town of Apex curbside collection program.

Reply Reply All Forward IM

Tue 6/30/2026 2:37 PM

DS

Dan Shields <dshields@libertywastesolutions.com>

RE: Town of Apex Contract Questions

To John Mullis

You replied to this message on 6/30/2026 4:47 PM.

Hello John,

I appreciate you and Brandon Roberson meeting with Rick Klonowski and me last week to review our concerns regarding the grass material and discuss potential options.

Prior to that meeting, Rick K. made extensive efforts to identify any available internal options or outlets for the material. In addition, he contacted outside sources provided by NCDEQ to determine whether any facilities would be able or willing to accept the grass.

Tim Davis with NCDEQ recommended that we contact Lauren Hill with the NCDEQ Solid Waste Section for assistance in identifying permitted composting facilities that may be able to accept the material, particularly given the volume involved.

Lauren Hill provided a link to the NCDEQ Permitted Compost Facilities Map (NCDEQ Permitted Compost Facilities Map), which we used to identify and contact multiple potential facilities. Unfortunately, after repeated outreach efforts, most facilities declined to accept the material or simply did not respond.

At this point, we have made every reasonable effort to identify a viable outlet for the grass material through both internal resources and NCDEQ-recommended external options. Despite those efforts, we have not been able to secure a facility willing to accept the material. As a result, we cannot accept the grass at our Apex facility.

I will develop revised pricing and language in the agreement based on the loss of grass volume and add charges for contamination of materials, should it occur with either household waste or grass. In addition, I will provide pricing for 30 yard open top roll-offs should the Town of Apex need containers to be staged and used for emergency cleanup of acceptable yard waste materials, such as would result from a storm. Finally, I will provide exclusive vs. non-exclusive pricing, as you do have other viable outlets geographically closer depending on where the trucks are collecting on any given day.

While I am in the process of revising, please advise if I left anything out pertinent to our discussion.

Thank you, and we look forward to partnering with the Town of Apex!

LIBERTY WASTE SOLUTIONS
No Can Left Behind.

Dan Shields
VP Sales & Marketing

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dshields@libertywastesolutions.com

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: August 11, 2026

Item Details

Presenter(s): Allen Coleman, Town Clerk

Department(s): Town Clerk's Office

Requested Motion

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

- February 11, 2026 – Town Council Retreat Meeting Minutes Day 1
- February 12, 2026 – Town Council Retreat Meeting Minutes Day 2
- February 13, 2026 – Town Council Retreat Meeting Minutes Day 3
- June 9, 2026 - Regular Town Council Meeting Minutes
- June 16, 2026 – Town Council Work Session Meeting Minutes
- June 23, 2026 – Regular Town Council Meeting Minutes

Approval Recommended?

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

Item Details

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

Attachments

- CN21-A1: **DRAFT** Minutes – February 11, 2026 – Town Council Retreat Meeting Minutes Day 1
- CN21-A2: **DRAFT** Minutes – February 12, 2026 – Town Council Retreat Meeting Minutes Day 2
- CN21-A3: **DRAFT** Minutes – February 13, 2026 – Town Council Retreat Meeting Minutes Day 3
- CN21-A4: **DRAFT** Minutes – June 9, 2026 - Regular Town Council Meeting Minutes
- CN21-A5: **DRAFT** Minutes – June 16, 2026 – Town Council Work Session Meeting Minutes
- CN21-A6: **DRAFT** Minutes – June 23, 2026 – Regular Town Council Meeting Minutes

TOWN OF APEX
TOWN COUNCIL RETREAT DAY 1
THURSDAY, FEBRUARY 11, 2026
8:00 A.M.

The Apex Town Council met for their Annual Retreat on Wednesday, February 11, 2026 at 8:00 a.m. at the Apex Town Hall located at 73 Hunter Street in Apex North Carolina.

This meeting was open to the public. Members of the public were able to attend this meeting in-person or watch online via the livestream on the Town's YouTube Channel. A link to view the recorded portions of the meeting are included below:
AM Session: https://www.youtube.com/watch?v=SnBBZSqNlCg&t=14684s
PM Session: https://www.youtube.com/watch?v=QCg5qRZV7tg

[ATTENDANCE]
Elected Body
Mayor Jacques K. Gilbert (presiding)
Mayor Pro-Tempore Terry Mahaffey
Councilmember Arno Zegerman
Councilmember Shane Reese
Councilmember Sue Mu
Absent: Councilmember Edward Gray

Town Staff
Town Manager Randy Vosburg
Deputy Town Manager Shawn Purvis
Assistant Town Manager Demetria John
Assistant Town Manager Marty Stone
Town Attorney Laurie Hohe
Town Clerk Allen Coleman

All other staff members will be identified appropriately below.

[COMMENCEMENT]

Mayor Gilbert called the meeting to order 8:00 a.m. and thanked staff for their hard work in preparing for the retreat and turned the meeting over to Town Manager, Randy Vosburg to begin the agenda.

[AGENDA REVIEW]

Town Manager Vosburg said there was a very robust agenda each day and he and Town staff would try their best to cover each topic thoroughly. He encouraged elected officials to hold their questions until the end of each section to ensure each topic was covered in the allocated timeframe.

[STRATEGIC PLAN REVIEW]

Town Manager, Randy Vosburg presented the following and stated this presentation will be a high-level overview of the Town's Game Plan Apex Strategic Plan, explaining that it serves as the foundation for the Town's work and organizational priorities. He stated that while not every initiative falls directly under the strategic plan, the intent is for the Town's work and new initiatives to align with its overarching goals and objectives. He encouraged Council to keep the strategic plan in mind throughout the retreat, noting that staff would later ask Council to identify potential new initiatives that align with the plan's focus areas.

Town Manager Vosburg stated that the Town is entering the fourth year of the current strategic plan and noted that while strategic plans have traditionally been developed on a five-year cycle, many organizations are now revisiting and updating plans more frequently due to changing priorities and community needs. He explained that staff continues to view Game Plan Apex as the Town's long-range framework while allowing departmental initiatives and action items to evolve over time. He asked Council to begin considering whether the strategic plan's overarching principles remain appropriate or whether portions should be refreshed as the Town moves forward.

Deputy Town Manager Shawn Purvis provided historical context on the development of the strategic plan. He explained that while many of the long-term goals remain relevant beyond the original planning horizon, the Town is approaching a point where both the strategic plan and departmental business plans should be evaluated for potential updates. He stated that each department maintains an operational business plan aligned with the Town's strategic plan and that departments will be reviewing and revising those plans over the coming year to reflect changing operational priorities while remaining consistent with the Town's overall strategic direction.

Deputy Town Manager Purvis added that staff intends to continue expanding the Town's performance dashboards and metrics to provide Council and residents with additional information regarding organizational performance and progress toward strategic goals. He also noted that the Town's Council committee structure has been aligned with the major focus areas of the Game Plan Apex Strategic Plan to further support implementation and oversight of the Town's strategic priorities.

Town Manager Randy Vosburg added that the recently established Council committee structure is aligned with the focus areas of the Game Plan Apex Strategic Plan. He noted that the committee matrix previously presented by Town Clerk Allen Coleman illustrates how each Council committee corresponds with the Town's departments and

strategic initiatives, reinforcing the connection between Council committee work and the implementation of the strategic plan.

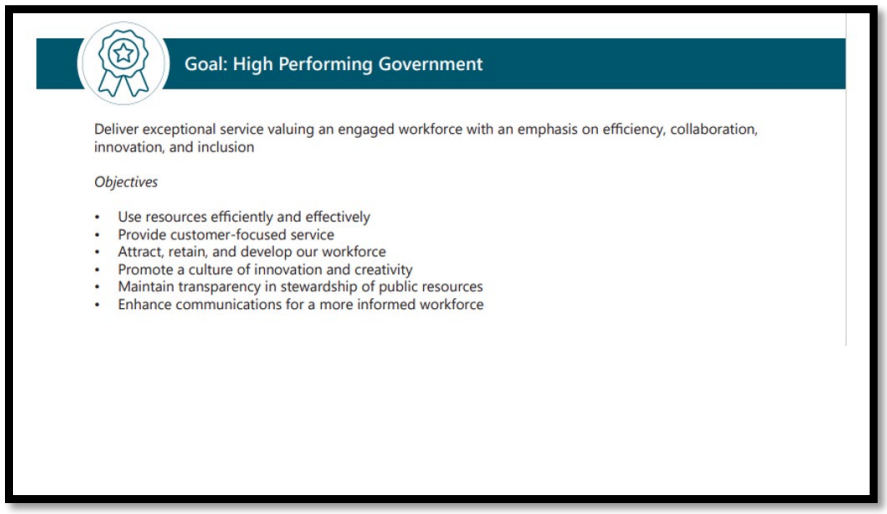
[SLIDE NO. 1]



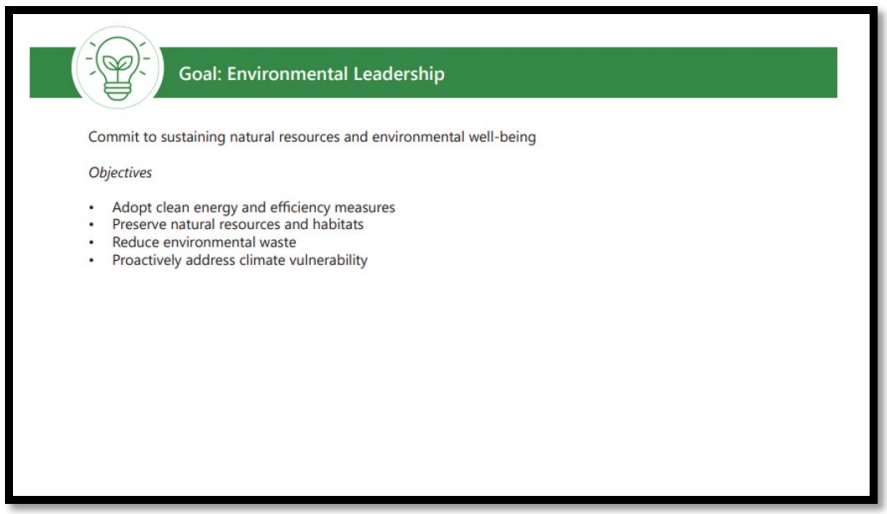
[SLIDE NO. 2]



[SLIDE NO. 3]



[SLIDE NO. 4]



[SLIDE NO. 5]



[SLIDE NO. 6]



[SLIDE NO. 7]



Mayor Pro-Tempore Mahaffey said that the Strategic Plan remains relevant, he has concerns that it is too broad and functions more as a framework for categorizing the Town activities than as a document that provides strategic direction. He stated it can be difficult to distinguish priorities, noting that when everything is treated as a priority, it becomes challenging to identify the Town's primary areas of focus. He asked for others feedback as well.

Town Manager Randy Vosburg agreed that the Strategic Plan is intentionally broad and serves as a set of guiding principles rather than a list of specific projects. He explained that while the overarching focus areas remain consistent, the initiatives supporting those goals evolve over time to reflect changing priorities and community needs. He said there are different ways to accomplish environmental leadership and what it looks like has changed over the last 5 years. He said the concept of environmental leadership commitment remains, and the new initiatives in place represent the ways in which the commitment will be achieved.

Mayor Pro-Tempore Mahaffey said that environmental leadership appeared to be the only focus area that provides a clear sense of direction, while the remaining categories are more reflective of general of municipal function.

Councilmember Zegerman agreedwith the broad long-term Strategic Plan, but suggested establishing an intermediate layer of shorter-term priorities to help guide decision-making, investments, and implementation effors over the next several years. He stated that additional level of planning would help bridge the gap between the Town's overarching vision and day to day work.

Councilmember Mu stated the Strategic Plan would be more effective if it included defined five year, ten year, and longer-term objectives that focus on measurable improvements over time. She said that the current broad, general vision may be difficult for residents to understand and recommended identifying clearer priorities and practical actions that demonstrate progress over time.

Councilmember Reese expressed his appreciation for Game Plan Apex He emphasized the importance of maintaining a collaborative strategic planning process that incorporats input from staff leadership. He asked whether the current Strategic Plan effectively guids the Town's daily operations as the community continues to grow and take on new responsibilities.

Town Manager Randy Vosburg said that it depends on who you talk to and from a staff perspective, noting that staff values clear direction from the Council and benefits from having a strong strategic foundation.. He stated that challenges can arise when changing priorities require staff to adapt existing plans to address new initiatives, emphasizing the need for flexibility while maintaining alignment with the Town's overall strategic direction.

Mayor Gilbert asked about the strategic plan for each department.

Director Stacey Galloway said that the goal is for every employee to understand how their daily tasks connect to the broader strategic plan. She said although the higher-level goals may seem broad, the plan is intended to help employees see how their everyday work contributes to larger organizational objectives.

Deputy Town Manager Purvis clarified that the current discussion is not intended to fully revise the Strategic Plan, as that would occur during a future strategic planning session. He said that the guiding principles provide a useful high-level framework, while the objectives present an opportunity for stronger focus clearer direction. He said that municipal organizations naturally have broad responsibilities across many service areas, making a broad strategic framework appropriate, but emphasized the opportunity to make objectives more focused and actionable in the next update. He said the department plans are more business and operational plans that support the overall strategy and should be presented to the Council so members can better understand how departmental work aligns with and supports Apex's strategic goals. He said that staff want to be good stewards of employees' time and residents resources.

Councilmember Reese thanked staff and asked whether the plan was serving staff and the Town based on their experience.

Town Manager Vosburg said yes. He distributed a copy of the Game Plan Apex to each Council member and thanked the Council and staff for the beginning of the discussion of the Strategic Plan and said plan for the next strategic session to be fairly heavy on the agenda.

Councilmember Zegerman suggested keeping the Game Plan Apex framework in place as the general guiding principles and focusing on what needs to be accomplished in the next five years, ten years, and beyond. He said this approach would give a bit more additional direction with clearer guidance.

Town Manager Randy Vosburg suggested bridging the gap between the long-term 2055 vision and the short-term initiatives development. He said this would provide clearer direction and better connect long-term goals with near-term priorities.

[PORTFOLIO UPDATE – PERFORMANCE AND STRATEGY]

Town Manager Vosburg said that, in response to the positive feedback, the Performance and Strategy Update would continue to provide opportunities for interaction between Council and department leadership. He said Directors would briefly highlight departmental priorities, accomplishments, and upcoming initiatives through portfolio-based presentations.

Deputy Town Manager Shawn Purvis invited each department to give an overview of their projects, accomplishments and initiatives.

Director of Information Technology, Erika Sacco, provided the following overview of Information Technologies'(IT) four (4) main Divisions':

Operations Division (Performance)

- Maintains the Town's core technology infrastructure, including servers, firewalls, switches, and network equipment.
- Supports infrastructure upgrades and technology components of major capital projects, including Town Hall renovations, SCADA systems, Internet of Things (IoT) connectivity, and downtown technology improvements.
- Ensures the reliability and security of the Town's technology systems.

Client Services Division (Empowerment)

- Provides frontline technology support for Town staff, including hardware, software, databases, and GIS systems.
- Delivers staff training and productivity software improvements.

- Assists with technology initiatives such as the public safety software procurement process.
- Serves as the primary customer support function for internal technology needs.

Project Management Division (Accountability)

- Manage enterprise software implementations and major technology projects.
- Oversaw migration of Finance, Human Resources, and Utility Billing systems to cloud-based software and continue implementation of utilities, AMI, permitting, inspections, and planning systems.
- Conducts ongoing contract management, business process reviews, and continuous improvement efforts to identify automation opportunities and improve operational efficiency.

Innovation & Security Division (Knowledge)

- Leads technology innovation and cybersecurity initiatives.
- Develops new digital services including parking applications, digital displays, chatbots, voice bots, and customer service technologies.
- Expands the use of artificial intelligence through staff training and implementation of generative AI tools.
- Maintains cybersecurity programs and has received the State Cybersecurity Grant for four consecutive years to strengthen the Town's security posture.

Communications Director, Stacie Galloway said that the Communication Department supports other departments and that's where much of their work originates from department requests and collaboration. She provided the following highlights:

Website Redesign Project

- Launching a major website initiative to evaluate the current content management system after 10–11 years.

Exploring options to redesign the existing website or migrate to a new platform with enhanced features and functionality.

Content Review

Cleaning up, removing, and updating outdated website content in preparation for the redesign or migration.

Expanded Communications Team

Onboarding two new communications positions assigned to support individual portfolios.

Director of Organizational Excellence, Linda Jones provided the following information :

Internal Learning Program

- Developing an internal learning program to increase employees' understanding of other departments, strengthen collaboration, expand networking opportunities, and address employee-identified needs.

Employee Engagement

- Continuing efforts to actively listen to employee feedback and implement initiatives that respond to workforce priorities and improve the employee experience.

Town Training & Leadership Development

- Expanding professional development opportunities for employees through leadership training and educational partnerships, including the MPA partnership with the county.

Team Building Assessments

- Expanding leadership and team-building assessments to help departments better understand leadership styles, improve collaboration, and strengthen team effectiveness.

Leadership & Professional Development Programs

- Continuing and expanding training programs, including Crucial Conversations, Crucial Accountability, Trust Apex, and leadership development initiatives focused on employees at all organizational levels.

Translation & Language Access Initiative
Expanding translation services to improve communication with residents through multilingual materials, translation at community meetings, office hours, and Community University events.

Website Accessibility
• Continuing to monitor and improve website accessibility through regular reporting and ongoing enhancements.

Language Line Implementation

• Implementing an on-demand language interpretation service across Town facilities to provide immediate interpretation assistance for residents interacting with frontline staff.

Director of Budget and Performance Management, Jessica Hoffmanprovided the following initiative highlights:

Department Strategic Plan Refresh

• Reviews and updates the Town's strategic plan as it approaches the end of its initial five-year timeline, ensuring the plan continues to support future priorities and goals.

Department Strategic Plans & Performance Dashboards

• Updates department-level strategic plans and dashboards to better track daily activities, improve alignment with organizational goals, and support future funding and budget decisions.

Municipal Benchmarking Integration

• Integrates benchmarking metrics from University of North Carolina at Charlotte into performance dashboards to compare Town performance with other municipalities and identify improvement opportunities.

Sustainability Initiatives

• Advances sustainability efforts through completion of the greenhouse gas inventory and expansion of data dashboards to track sustainability-related performance measures.

Budget Software Implementation

• Completes the final phase of the budget software implementation to integrate the budget book directly into the budgeting process and improve financial planning and reporting.

Director of **Human Resources, Karmen McGee** presented the following initiative highlights:

HR Staffing Stabilization & Workforce Rebuilding

• Recruits and fills vacant HR positions to restore the department to full staffing capacity and establish a foundation for consistent service delivery.

Process Improvement & Documentation
• Reviews, streamlines, and standardizes HR processes to improve efficiency, consistency, accuracy, and service delivery while documenting procedures for long-term sustainability.
HR Technology Expansion (Inova System Enhancements)
• Expands the use of the HR software platform to enhance modules such as performance management, learning management, safety, and employee relations to better support employees and operations.
Health, Safety & Risk Management Initiatives
• Implements education, outreach, and safety initiatives to reduce workplace accidents, manage risk, and improve employee safety outcomes.
Public Safety Compensation Review
• Conducts a comprehensive review of police and fire pay plans to maintain market competitiveness and address pay compression and internal equity concerns.

Director of **Economic Development, Joanna Helms** gave the following initiative highlights:

Certified Entrepreneurial Community (CEC) Designation
• Pursues a nationally recognized certification to strengthen Apex's entrepreneurial ecosystem, support homegrown businesses, and provide resources and a roadmap for entrepreneurs.
Depot Space Evaluation & Future Planning Study
• Conducts a review of the Depot facility to assess future space needs as department programs, services, and community demands continue to grow.
Tourism 2.0 Initiative
• Expands the Town's tourism strategy by attracting more experiential and destination-based businesses, encouraging visitors to stay longer, participate in activities, and contribute to the local economy.
Industrial & Business Growth Support
• Supports continued economic growth through increased industrial activity, business inquiries, and development opportunities within the Town.

Finance Director, Jon Griffin gave the following initiative highlights:

Finance Department Staffing & Capacity Building
• Rebuilds and strengthens the Finance team by filling vacancies and stabilizing staffing levels to improve service delivery and operational capacity.
ERP System Implementation & Integration
• Continues the transition to the new enterprise resource planning (ERP) system by integrating accounting functions with the budgeting system and improving system effectiveness.

Contracting System Implementation
• Supports the continued use and refinement of the new contracting system to improve contract management processes and efficiency.
Building System Integration
• Manages implementation and integration of the new building system to ensure financial and operational processes are aligned.
Standardized Finance Processes & Operational Resilience
• Develops documented, repeatable processes to strengthen financial operations, improve consistency, and provide reliable internal customer service.

[PORTFOLIO UPDATE – DEVELOPMENT AND OPERATIONS]

Assistant Town Manager Marty Stone said his team was actively managing a significant volume of ongoing work, particularly related to continued growth and development occurring throughout the community.

Director of Water Resources, Jonathan Jacobs presented the following initiatives:

Water System Reliability & Redundancy Program
• Focuses on improving system reliability through asset management, capital planning, and infrastructure investments based on updated water system modeling.
Water Distribution System Master Plan Update
• Updates the water distribution plan to guide future growth, coordinate development needs, and ensure adequate water infrastructure capacity through 2050.
Wastewater Collection System Master Plan Update
• Evaluates the wastewater collection system to identify improvements, pump station needs, capacity upgrades, and opportunities to increase operational efficiency.
Long-Range Water Resources Plan Update
• Reviews future water supply needs based on continued growth and development to ensure long-term resource planning and sustainability.
Capital Project Coordination Initiative
• Strengthens coordination between Water Resources and other departments to align projects, reduce public impacts, avoid duplicate work, and improve cost efficiency.
Public Education & Outreach Program
• Expands community education efforts through programs such as Community Development sessions and Home University to increase awareness of utility services and responsibilities.
Capital Reimbursement & Development Fee Study
• Reviews developer and system impact fees to ensure equitable cost recovery, address high water-use customers, and establish appropriate rates for specialized services such as cooling towers and reclaimed water.

Western Wake Regional Water Reclamation Facility Expansion Planning
• Works with regional partners to evaluate future expansion needs, ownership capacity, and financial impacts associated with the facility expansion planned for 2035.
Water Reclamation Facility Master Plan & Efficiency Study
• Evaluates facility operations, future needs, and efficiency improvements to increase capacity and improve performance without unnecessary expansion.
Pleasant Park Elevated Tank Project
• Completes construction and painting of the elevated water tank, including updated Town branding and improved infrastructure visibility.
Electric Vehicle & Sustainability Initiative
• Expands the use of electric and hybrid vehicles within Water Resources to improve efficiency, reduce emissions, and support sustainability goals.
Stormwater Maintenance Program Expansion
• Establishes dedicated stormwater maintenance staff and implements a structured maintenance program funded through the stormwater utility.
Stream Restoration Projects
• Advances three stream restoration projects at Apex Nature Park, Cat Crossing, and Walnut Woods to improve water quality, environmental resilience, and stormwater management.
Reclaimed Water System Planning
• Studies opportunities to develop a reclaimed water network to support future customers and improve resource conservation.
Advanced Metering Infrastructure (AMI) Implementation
• Transitions meter services from manual reading to advanced monitoring and troubleshooting, requiring updated roles, processes, and service responsibilities.
Big Branch 2 Project
• Advances the Big Branch 2 project toward bidding and construction following completion of the current appeal process.
Apex Water Reclamation Facility Efficiency Improvements
• Evaluates operational improvements and future opportunities to enhance facility performance and support reclaimed water initiatives.

Director of **Inspections and Permits– Rudy Baker** presented the following initiative updates:

Inspection Software System Development & Testing
• Continues development and testing of the new inspections software system to improve inspection operations, workflow efficiency, and service delivery.
In-House Inspector Training & Certification Program
• Develops internal training opportunities to help inspectors complete required state certifications while improving consistency and knowledge across the department.

Staff Recruitment & Retention Initiative
• Focuses on hiring and retaining qualified code officials to support increasing development activity and maintain inspection capacity.
Major Development Project Support
• Provides inspection services for significant construction projects, including large-scale developments and surrounding infrastructure, ensuring compliance with building codes and regulations.
Large-Scale Residential Development Inspections
• Manages increased inspection demands associated with major residential growth, including 17 apartment buildings totaling approximately 956 units, along with related structures and site improvements.

Director of Transportation and Infrastructure Development, Chris Johnson, presented the following initiative highlights:

Pavement Condition Survey & Preservation Program
• Conducts the three-year pavement condition survey cycle to guide annual resurfacing and preservation programs, with a focus on extending roadway life and reducing long-term maintenance costs.
Capital Improvement Project (CIP) Management
• Manages major transportation and infrastructure projects through consultant coordination, contract administration, construction oversight, and in-house design for smaller projects to improve efficiency and control costs.
Vision Zero Safety Program Implementation
• Advances roadway safety improvements through projects such as West Williams Street upgrades, intersection improvements, signage and parking enhancements, and maintenance of rapid flashing crosswalk systems.
Traffic Infrastructure Upgrades
• Updates and modernizes traffic safety systems that are aging or no longer compliant, including pedestrian crossings and related transportation infrastructure.
Development Services Process Improvements
• Enhances efficiency and customer experience in land development services through improved processes, staff training, and better coordination with developers, residents, and customers.
North Carolina Children's Hospital Project Support
• Coordinates planning, plan review, inspections, and construction activities associated with the new hospital development project.
Private Development Inspection & Construction Oversight
• Oversees inspections and construction activity for major private developments, including large-scale residential, commercial, and industrial projects throughout the Town.
US 64 Development Coordination
• Manages increased development activity and construction impacts along the US 64

corridor, including projects such as Legacy Station, Elevate 64, industrial developments, and Apex Gateway.

Infrastructure Delivery & Land Acquisition

• Supports capital projects through strategic property acquisition, infrastructure delivery, and long-term planning for future Town needs.

Strategic Land Stewardship

• Evaluates and manages Town-owned properties to ensure land resources support future operational and community priorities.

Real Estate Process Innovation & Operational Improvements

• Improves real estate processes by standardizing acquisition timelines, strengthening department coordination, and enhancing reporting and digital tracking systems.

Director of Electric Utilities, Kathy Moyer, presented the following initiative highlights:

Electric System Reliability, Affordability & Sustainability Strategy

• Focuses on maintaining a dependable electric system while managing costs, supporting growth, improving efficiency, and advancing sustainability goals.

Electric Capacity Expansion & Load Growth Management

• Addresses increasing energy demand by expanding transformer capacity and developing additional points of delivery, including two new substations, to support residential, commercial, and industrial growth.

New Technology Integration & Grid Modernization

• Implements emerging technologies and innovative solutions to improve system reliability, efficiency, and operational performance.

Wholesale Power Optimization & Load Management

• Evaluates opportunities to maximize wholesale power agreements, manage energy demand, and improve cost efficiency through strategies such as load management programs.

Renewable Energy & Emerging Energy Resources

• Explores opportunities involving solar, electric vehicles, battery storage, and other generation resources to support sustainability and future energy needs.

Environmental Sustainability & Energy Conservation Initiatives

• Works with sustainability efforts to reduce environmental impacts and advance conservation programs, including evaluation of time-of-use rate strategies.

Aging Infrastructure Maintenance & Replacement Program

• Develops a proactive maintenance strategy to address aging electric infrastructure from the 1990s and early 2000s, ensuring continued reliability and extending asset life.

Director of Planning, Dianne Khin, presented the following initiative highlights:

Succession Planning & Workforce Development

• Develops strategies to address upcoming retirements and ensure knowledge transfer,

particularly among zoning compliance officers with specialized horticulture and arborist expertise.

Zoning Compliance Officer Recruitment & Retention

• Focuses on maintaining staffing levels and replacing experienced compliance officers who ensure approved development plans are properly implemented in the community.

Current Planning Staff Support & Process Improvements

• Supports current planning operations while managing increased workload, staff transitions, and major development activity, including completion of the EnerGov/permit system transition.

Permitting System Transition (EnerGov Implementation)

• Completes the transition to a new permitting and planning system to improve efficiency, streamline processes, and support development review activities.

Comprehensive Plan & Long-Range Planning (Apex 2055)

• Advances long-term community vision planning while using strategic planning efforts to identify tactical steps and actions needed to achieve future goals.

Transit Planning Initiatives

• Supports future transportation planning efforts, including transit studies and coordination with regional partners to address long-term mobility needs.

Pleasant Park Access Study

• Conducts an access and transportation study in partnership with CAMPO to evaluate future connectivity and infrastructure improvements.

CSX Relocation Planning Study

• Evaluates potential future CSX relocation options through planning and feasibility analysis to support long-term transportation and development goals.

Safe Routes to School & Safety Projects

• Advances projects focused on improving safety, accessibility, and connectivity around schools and community facilities.

Environmental Preservation & Sustainability Initiatives

• Collaborates with sustainability staff, Parks and Recreation, and the Environmental Advisory Board on environmental programs, including upcoming preservation efforts.

Director of Public Works Director, John Mullis, presented the following initiative highlights:

Facilities Asset Management & Clean Energy Improvements

• Supports building operations through clean energy initiatives, including installation of electric vehicle charging stations and improved energy efficiency measures.

• Develops a comprehensive vertical asset inventory to document critical building systems, including mechanical and electrical equipment, to improve maintenance planning and reduce failures.

Fleet Operations Optimization & Predictive Maintenance

• Uses vehicle data, telemetry, and analytics to improve fleet scheduling, maintenance

planning, and asset utilization.
• Focuses on right-sizing the fleet by identifying underutilized vehicles and improving operational efficiency.

Fleet Artificial Intelligence (AI) Technology Pilot – Raven Program

• Conducts a cross-departmental pilot using AI cameras on solid waste vehicles to collect operational data, assess service needs, monitor roadway conditions, identify signage issues, and support future business improvements.

Vehicle Fleet Use Policy Implementation

• Develops and implements updated fleet policies to improve vehicle management, accountability, and operational practices.

Data Operations & Technology Support Expansion

• Enhances software support, training, and technology integration across departments, including platforms such as Cityworks and other operational systems.
• Supports technology initiatives, including AI tools, software rollouts, and expanded capabilities for Ask Apex.

Street Maintenance & Infrastructure Improvements

• Maintains and improves roadways and sidewalks through pothole repairs, curb repairs, ADA improvements, signage maintenance, and addressing safety concerns.
• Partners with transportation teams to support infrastructure projects and operational needs.

Solid Waste Operational Efficiency & Service Modernization

• Uses data and analytics to improve solid waste operations and advance sustainability goals.
• Leads the transition to yard waste containerization while coordinating public education and community outreach efforts.

[PORFOLIO UPDATE – COMMUNITY AND SAFETY]

Assistant Town Manager, Demetria John, introduced the Community and Safety portfolio, known as the Gold Standard group.

Fire Chief Timothy Herman, presented the following initiative highlights:

Fire Department Accreditation

• Advances the department's goal of achieving national fire service accreditation in 2026 through completion of required assessments, documentation, and preparation for the peer site visit.
• Represents a major milestone focused on strengthening department standards, performance, and service delivery.

Fire Station Consolidation & Municipal Campus Development (Station 1 and Station 3 Project)

• Develops a new municipal complex by combining Fire Station 1 and Station 3 operations into a larger campus facility.

• Supports future growth by improving emergency response capabilities, coordinating with other departments, and creating space for expanded municipal services.

Director of Parks, Recreation, and Cultural Resources, Craig Setzer, presented the following initiative highlights:

Parks, Recreation & Cultural Resources Department Initiatives

Operational Efficiency & Department Growth

• Focuses on improving operations, staffing, and service delivery as the department continues to grow in facilities, programs, and community demand.

• Addresses increased maintenance needs through additional staffing and improved operational support.

Greenway Expansion & Maintenance

• Expands and maintains the Town's growing greenway system to ensure trails and natural areas remain safe, accessible, and well-maintained.

Senior Center Program Expansion

• Supports increased demand at the Senior Center by expanding programming and adding staff resources to accommodate participation growth.

Downtown Streetscape Maintenance Program

• Develops strategies and staffing support to maintain new downtown streetscape improvements and ensure continued quality of public spaces.

Special Events & Pleasant Park Support

• Adds staffing resources to support increased special events, facility operations, and the growing number of visitors at Pleasant Park.

Parks Accreditation Initiative

• Pursues national accreditation for the Parks and Recreation Department by establishing dedicated support for the accreditation process, strategic planning, and potential grant opportunities.

Kidstown Playground Renovation

• Replaces and improves the Kidstown playground, including upgrades to the shelter and restroom facilities and consideration of additional amenities.

Apex Community Park Playground Replacement

• Renovates an aging playground with a focus on accessibility improvements and expanded access from parking areas and surrounding facilities.

Beaver Creek Greenway Improvements

• Addresses flooding, erosion, and drainage issues along the greenway system to improve safety, access, and long-term sustainability.

Parks Capital Improvement Projects (CIP)

• Advances major design and construction projects, including West Street design, Reading Branch greenway design, Pleasant Park improvements, environmental education features, and Kidstown improvements.

Facility Maintenance & Renewal Program
• Maintains and upgrades aging recreation facilities, including addressing upcoming repair needs at the John M. Brown Community Center.
Teen Programming Expansion
• Develops additional opportunities for teenagers through social pop-up programs, field trips, and targeted activities to increase engagement.
Employee Engagement & Workplace Culture Initiative
• Supports team building and department-wide engagement efforts to strengthen collaboration and reduce operational silos as the department grows.
Athletic Program Expansion
• Expands youth soccer by adding 40 teams to reduce waitlists and increases recreation opportunities through cricket clinics, abilities cricket, ultimate cricket, and a new street hockey league in partnership with the Carolina Hurricanes.
Special Events Enhancement & Community Entertainment
• Expands community events through increased programming, improved entertainment offerings, and collaboration with other departments and partners.
Community Event Stage Project
• Pursues funding support for a permanent stage to enhance Town and community events.
Fireworks & Drone Show Enhancement
• Expands Independence Day celebrations by adding drone technology to create a larger and enhanced community event experience.

Chief of Police, Ryan Johansen, presented the following initiative highlights:

Personnel Development, Succession Planning & Organizational Culture
• Implements a new approach to personnel development focused on employee growth, succession planning, training, and strengthening organizational culture.
• Aligns department resources through reorganization to better support community priorities and operational needs.
Special Events Policing Team
• Establishes a dedicated team to support safe and successful community events through coordination with Parks and other town departments.
Regional Partnerships & Collaboration
• Expands partnerships with surrounding law enforcement agencies through regional task forces to address crime and public safety challenges beyond town boundaries.
Technology Modernization (CAD/RMS System Evaluation)
• Evaluates replacement of outdated computer-aided dispatch and records management systems to improve efficiency, increase officer availability, and enhance operational capabilities.
Data-Driven Traffic Safety Program
• Implements a data-driven approach to identify high-injury locations and primary crash factors to focus enforcement efforts and reduce traffic-related injuries.

Mental Health Response Expansion (CART Unit)
• Expands the co-response model with mental health professionals to provide case management, connect individuals with resources, and address underlying mental health needs.
Community Transparency & Communication
• Enhances public communication efforts through social media and outreach to increase awareness of police activities, community programs, and public safety initiatives.
Long-Term Recruitment & Explorer Program Development
• Develops future workforce pipelines through youth engagement and explor programs to encourage law enforcement careers and support workforce diversity.

Community Development & Neighborhood Connections Director, Marla Newman, presented the following initiative highlights:

Personnel Development, Succession Planning & Organizational Culture
• Implements a new approach to personnel development focused on employee growth, succession planning, training, and strengthening organizational culture.
• Aligns department resources through reorganization to better support community priorities and operational needs.
Special Events Policing Team
• Establishes a dedicated team to support safe and successful community events through coordination with Parks and other town departments.
Regional Partnerships & Collaboration
• Expands partnerships with surrounding law enforcement agencies through regional task forces to address crime and public safety challenges beyond town boundaries.
Technology Modernization (CAD/RMS System Evaluation)
• Evaluates replacement of outdated computer-aided dispatch and records management systems to improve efficiency, increase officer availability, and enhance operational capabilities.
Data-Driven Traffic Safety Program
• Implements a data-driven approach to identify high-injury locations and primary crash factors to focus enforcement efforts and reduce traffic-related injuries.
Mental Health Response Expansion (CART Unit)
• Expands the co-response model with mental health professionals to provide case management, connect individuals with resources, and address underlying mental health needs.
Community Transparency & Communication
• Enhances public communication efforts through social media and outreach to increase awareness of police activities, community programs, and public safety initiatives.
Long-Term Recruitment & Explorer Program Development
• Develops future workforce pipelines through youth engagement and explorer programs to encourage law enforcement careers and support workforce diversity.

Town Manager, Randy Vosburg, asked if there were questions, comments or feedback.

Councilmember Zegerman said it was exciting to hear from multiple departments about software developments. He said platform application structure can be more efficient and some of the Ai initiatives mentioned will help with growth.

Mayor Pro-Tempore Mahaffey said there is a lot of great work and interesting projects and innovation happening. He thanked all the departments for their work.

Councilmember Mu thanked all the departments for all of the information that was put together. She said that she had some ideas for affordable housing.

Councilmember Reese thanked the amazing staff and great leadership that leads to good moral. He said there are a lot of projects and being creative to optimize efficiency in order to make room for some of the larger projects for implementation.

Mayor Gilbert announced a 15-minute recess at 9:45 a.m.

Mayor Gilbert reconvened the meeting at 10:00 a.m.

[PEAK PLAN 2055 UPDATE]

Long Range Planning Manager, Shannon Cox, said this update is being presented to you by our Peak Plan 2055 consultants as a continuation of the work previously presented to Council in December. She said the presentation represented an interim work product for Peak Plan 2055 and would help prepare for the next public forum. She introduced Peak Plan 2055 consultants, Meg Nealon Ms. Nealon and Matt Noonkester, who gave the following presentation:

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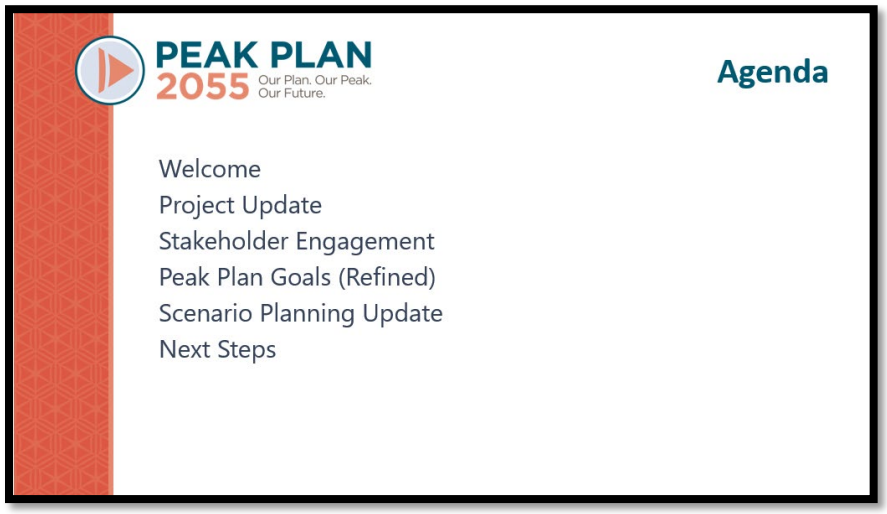

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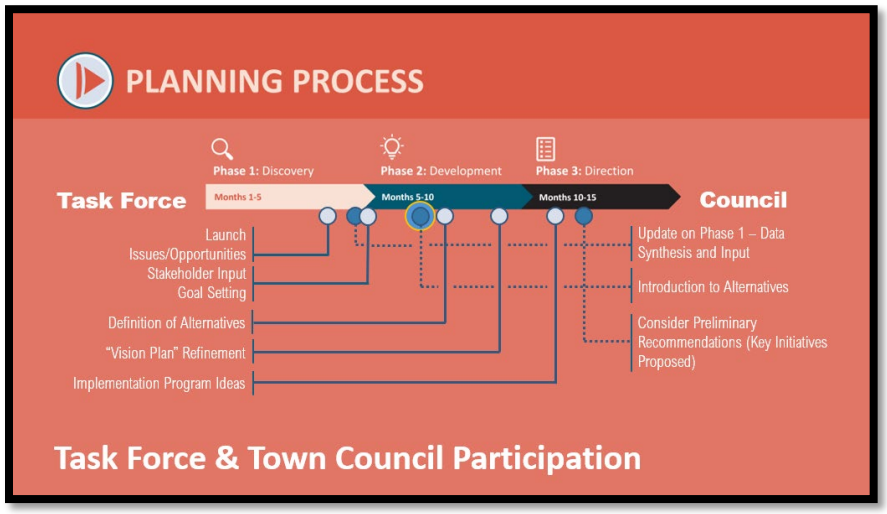

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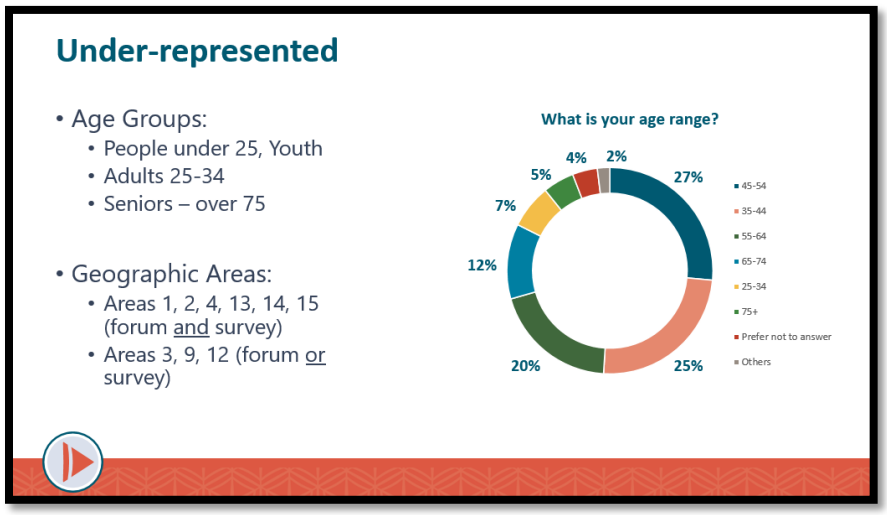

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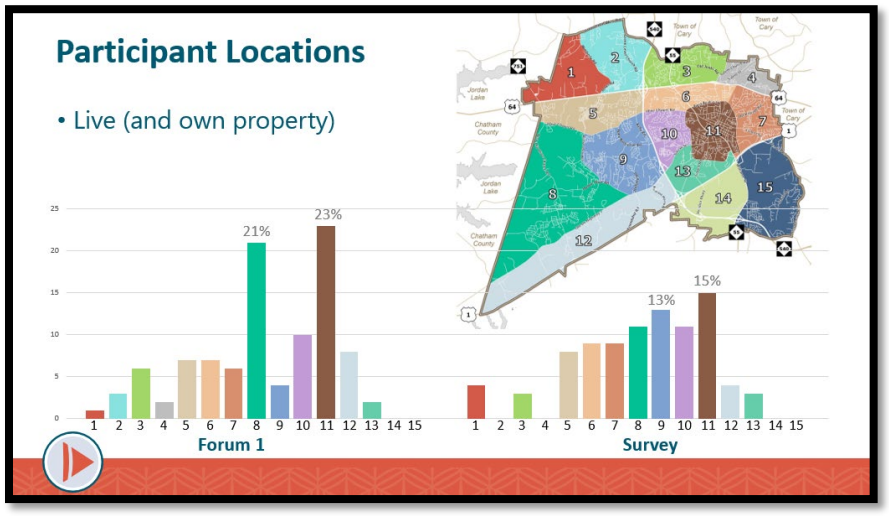

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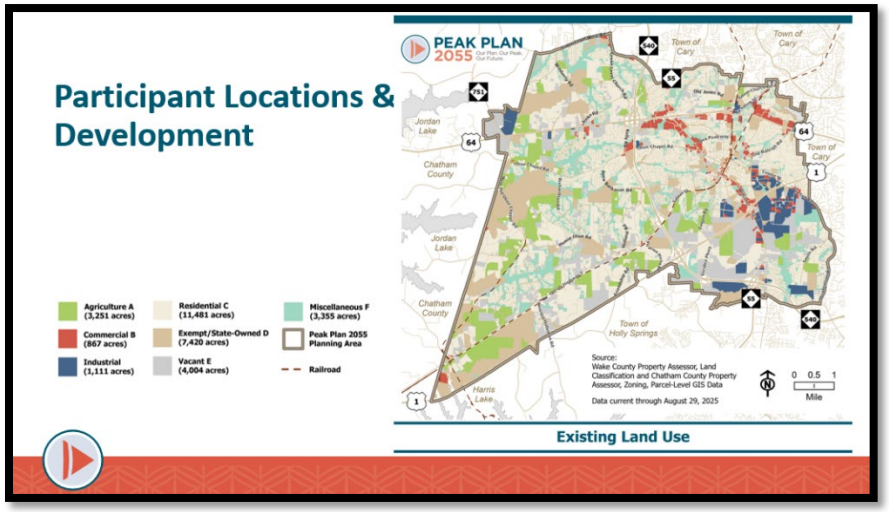

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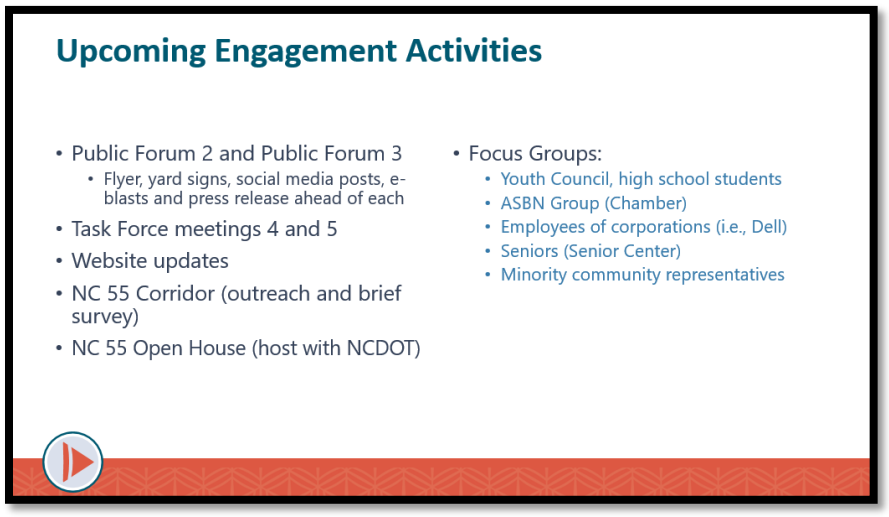

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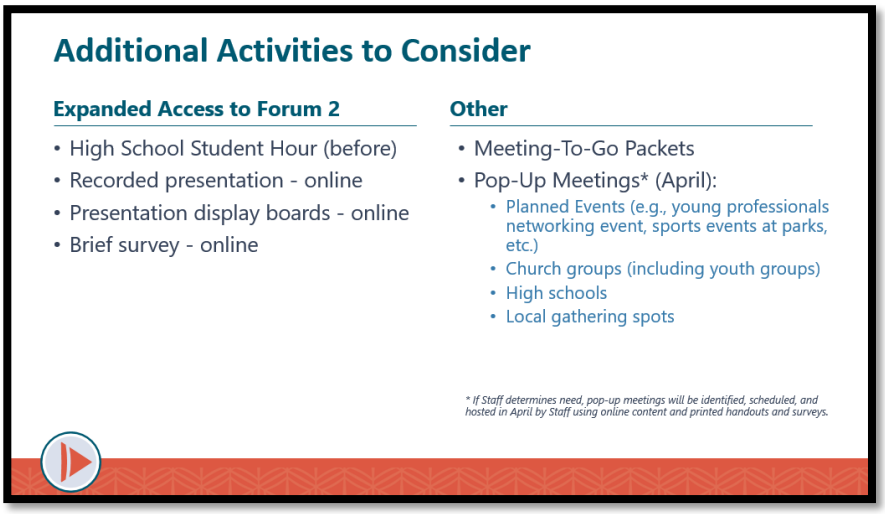

Councilmember Reese suggested organizing focus groups based on the length of residency, including newer and long-time residents, to capture different a broader range of community prespectives. He asked whether those viewpoints were already represented in the engagement results.

Ms. NealonMs. Nealon said that neighborhood focus groups include both newer residents and those who had lived in Apex for generations but agreed additional outreach could be considered.

Councilmember Mu suggested parterning with homeowners associations (HOAs) to expand community outreach and encourage broader participation.

Ms. Nealon agreed that partnering with HOAs would be an effective way to reach more communities. She added that the outreach efforts leading up to the public forum would also contribute to the engagement data.

Mayor Gilbert asked whether the engagement data included demographic informationbreakdown such as gender or age.

Ms. Nealon said that question had not been asked. She said the available demographic information was limited to age and a few other characteristics.

Councilmember Zegerman asked if the consultants were satisfied with the level of community participation to date.

Ms. Nealon said participation had been strong so far, citing attendance at public forums and survey responses. She said the focus was on identifying consistent themes across multiple engagement methods, including surveys, public forums, focus groups, task forces and public comment.

Mr. Noonkester said that the quality of community engagement was more important than achieving a specific participation percentage.

Councilmember Zegerman said the importance of ensuring the engagement process reflected a broad cross-section of the community rather than relying primarily on recurring participants.

Ms. Nealon said that is a good point because, noted that many of the same individuals participate in public engagement efforts, making expanded outreach an important part of the process.

Councilmember Zegerman said many of the same residents regularly attend every public forum and asked how consultants ensure input is represented from the broader community.

Ms. Nealon said the consultants were using a combination of additional focus groups and other engagement opportunities to broaden participation but also some people take advantage of packet to do their own groups.

Mayor Gilbert said community participation and ensuring diverse voices are included throughout the engagement process. He suggested incorporating youth perspectives as part of the community engagement efforts.

Ms. Nealon said the consultants were exploring opportunities to increase youth participation by hosting a dedicated hour for high school students during the upcoming public forum. She said students would have an opportunity to preview the materials, ask questions, and potentially receive school credit for participating. She added that staff had also discussed conducting outreach directly at local high schools to make participation more accessible for students.

Ms. Nealon proceeded with the Peak Plan Goals part of the presentation.

[SLIDE NO. 12]



Town Clerk Coleman clarified that the PowerPoint is first, followed by the two-page goals document, and then the exhibits behind the goals document, making the full goals package four pages total.

[SLIDE NO. 13]



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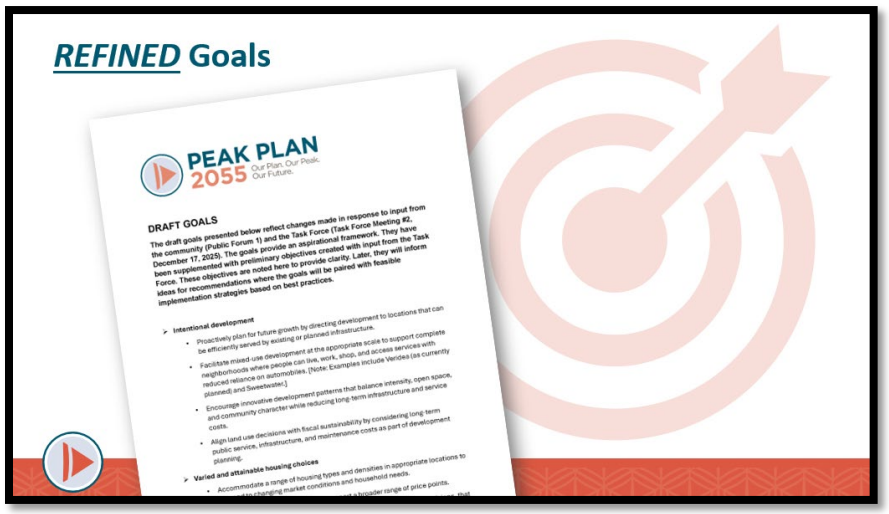

Councilmember Reese asked whether there was an intended meaning behind the word "historic" that had been added

Ms. Nealon said that someone added it and it remained, but that it was meant to explicitly recognize the historic feature that is part of what makes downtown.

Mr. NoonKester continued with this part of the presentation.

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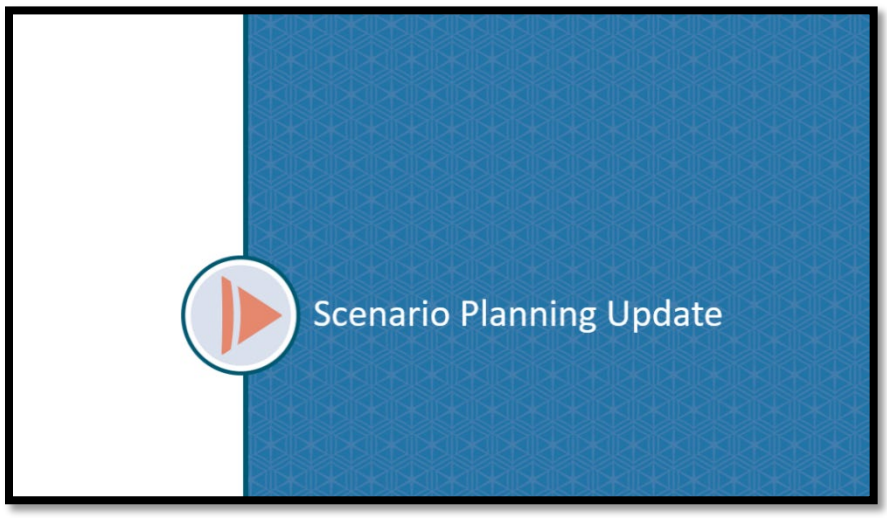

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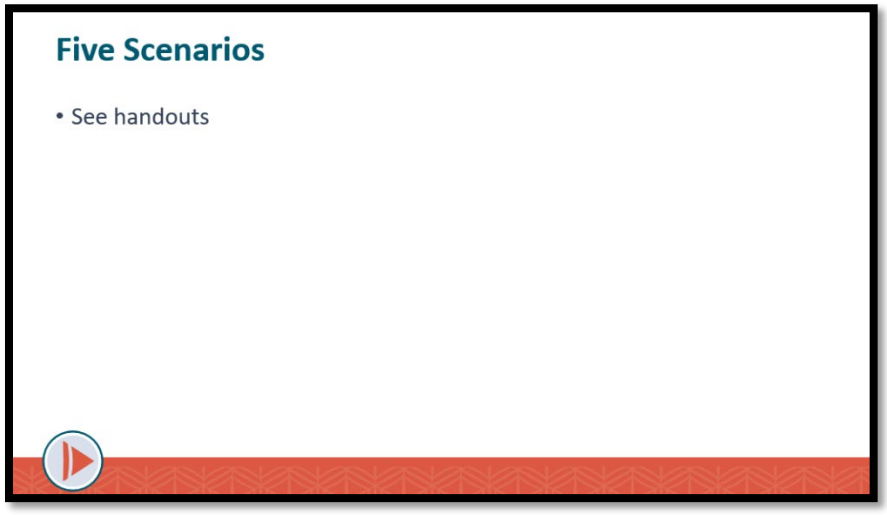

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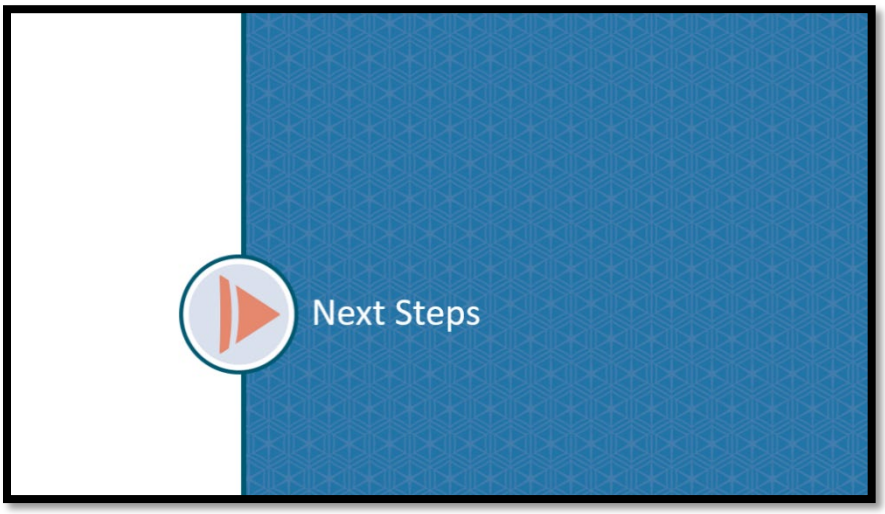

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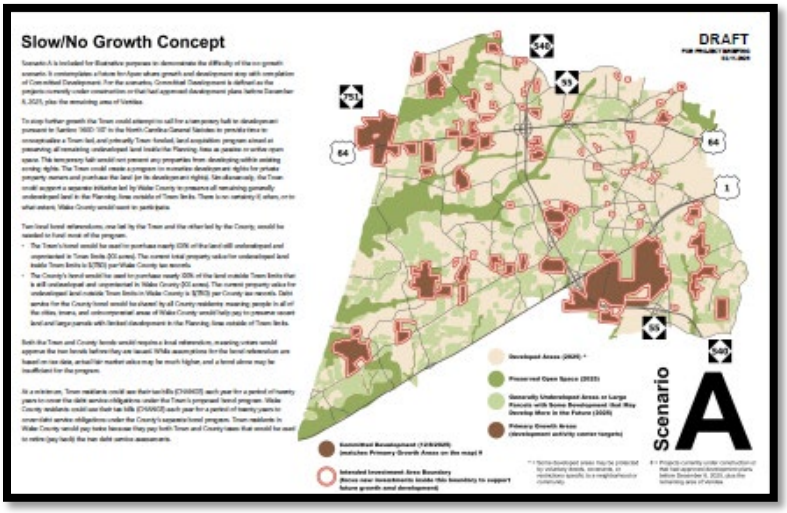
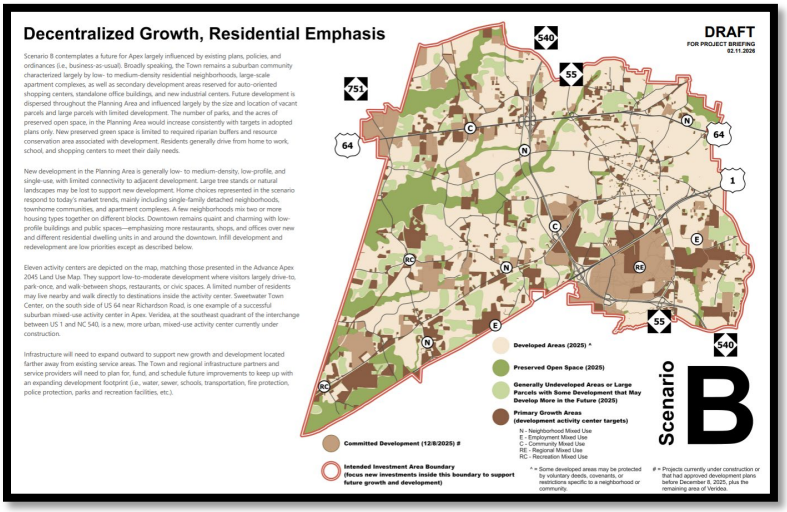


Mr. Noonkester asked Council if there were any questions or comments on Scenario A; hearing none; he moved on to Scenario B.

[SLIDE NO. 20]



Mr. Noonkester asked Council if there were any questions on Scenario B and compared both drafts to highlight how different they are.

Councilmember Zegerman asked how the sites are selected for primary growth on the maps. He noted that some areas are consistent with the 2045 land use map, while others are rural residential areas intended for preservation that are now identified for primary growth, which seems inconsistent with those intentions.

Mr. Noonkester said "primary growth" means it is available, or "at play", and does not indicate what it will become.

Councilmember Zegerman asked what "available" meant.

Mr. Noonkester said that parcels could be developed in the future and, if developed, could only be used for residential purposes. He added that the parcels should be vacant and that the map does not indicate future use; any development would still have to align with the 2045 plans.

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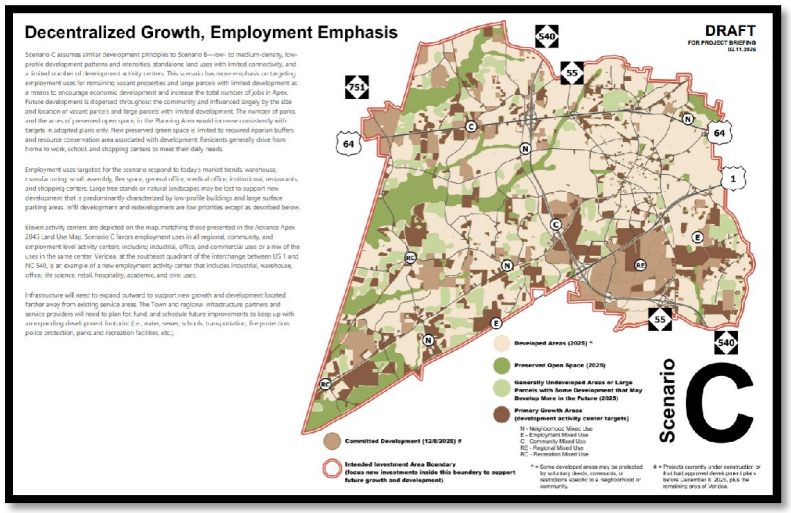

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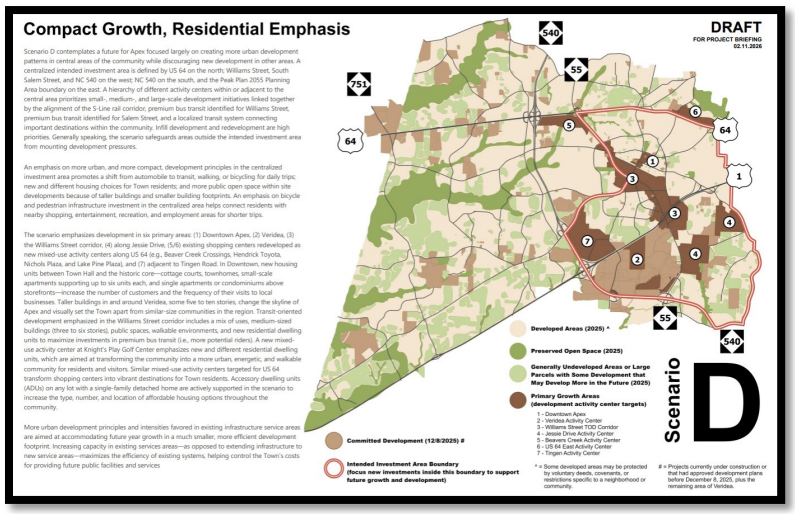

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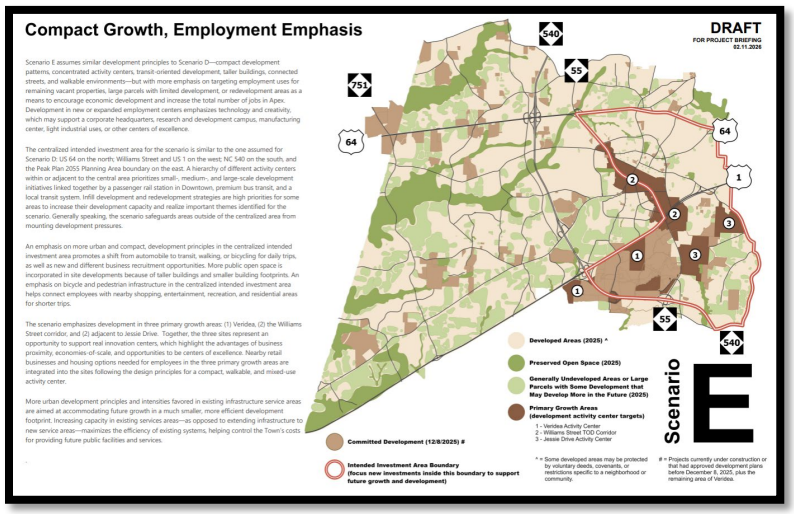

Town Manager Vosburg asked whether the growth scenarios reflect an underlying preference for more compact development. He noted that concepts such as efficient infrastructure, preservation of open space, and redevelopment are generally recognized as sound planning principals and asked if those principals influenced the development of the more compact development for options D & E.

Mr. Noonkester said that the hardest part is naming the scenarios and that the options are grouped as A, B, C, and D, though these labels may change. He added that compact growth is generally associated with efficient infrastructure, preservation of open space, and redevelopment, and asked whether those principles influenced how the scenarios were developed even if they were not explicitly labeled that way. He said the vote should be based on the information, not the title.

Councilmember Zegerman said that the plan should become more transit-oriented, with more bicycles and pedestrian enabled areas, but he did not see those concepts reflected in the goals and recommended forming goals specifically around those transportation principles.

Mr. Noonkester acknowledged and said transit is all over the Apex area.

Councilmember Reese recommended that whichever scenario is chosen, Council should look at how it impacts traffic.

Mr. Noonkester said that with multiple scenarios, transitory development can be difficult to evaluate and that even if 50% of trips are captured by transit in urban areas, the other 50% still represent additional cars that could come to the area, so there must be a balance.

Councilmember Reese recommended presenting the likely consequences and tradeoffs for each growth scenario, including potential impacts on traffic, taxes, infrastructure and public safety along with the benefits and challenges for each option, to support more informed choices.

Mr. Noonkester said the comment is noted and that the performance measures would be created and brought back to show the impacts of each scenario, along with future coordination with different departments on f rules, laws and impacts. He said there will be a public forum for a side-by-side comparison of the results.

Mayor Pro-Tempore Mahaffey asked whether the same type of infrastructure cost and revenue analysis completed for Scenario A could also be provided for Scenarios B and C to better compare their long-term financial impacts. He suggested quantifying infrastructure investment needs alongside expected tax revenue to evaluate the overall feasibility and sustainability of each scenario. He said some areas identified for growth already have water, sewer, and other infrastructure in place, so the additional investment required may be less than the maps suggest and should be reflected in the analysis.

Councilmember Zegerman asked for at least a high-level financial impact view of all the scenarios, noting that the financial impact should not be assumed to be zero if nothing is done because it is not.

Mayor Pro-Tempore Mahaffey said that there is a map and then there is the as-built practical reality.

Mr. Noonkester said that moving forward, the question is Apex can address its growth cycle and that neighborhoods cannot be ignored in order to meet the budget. He said the Town must be strategic for all of these scenarios.

Councilmember Mu said there was residential and mixed use included in the scenarios, but not commercial areas, and asked whether there had been any studies on whether a centralized commercial area to provide jobs, attract residents, and give the town with more buying power from other municipalities, thereby supporting Apex's economic development and reduce the tax burdens on residents. She asked for staff to do more research on integrating commercial development.

Mr. Noonkester said that would be addressed in scenario E.

Councilmember Reese suggested highlighting external factors beyond the Town's control that may strengthen or undermine each scenario.

Mr. Noonkester said the partners meeting mentioned earlier for Hwy 55, including what level of transit premium is premium is appropriate, is where that would be discussed.

Councilmember Reese said the other consideration was being as realistic as possible about adoption rates.

Mr. Noonkester said they were also looking at mass transit and what that investment would look like, because that could be a major risk for Scenarios B and D, where urban density is planned but the transit needed to support it may not martialize. He said that the urban scenario does rely on transit to help people.

Councilmember Zegerman asked what TOD stood for.

Mr. Noonkester said Transit Oriented Development.

Mayor Pro-Tempore Mahaffey asked whether the area at Hwy 64 and the undeveloped area between US-1 represented potential employment growth opportunities and, if so, why they were not included in the scenarios.

Mr. Noonkester said the work is still evolving and that this area is the intended investment and growth would go. He said the work is underway on the next model, and the scenarios had been considered a long US-1, but there were limited funds and, if certain places were prioritized, they would be considered in scenario E.

Mayor Gilbert thanked everyone for all of the work.

[FACILITIES UPDATE]

Senior Capital Projects Manager, Daniel Edwards, presented the Facilities update in the following presentation:

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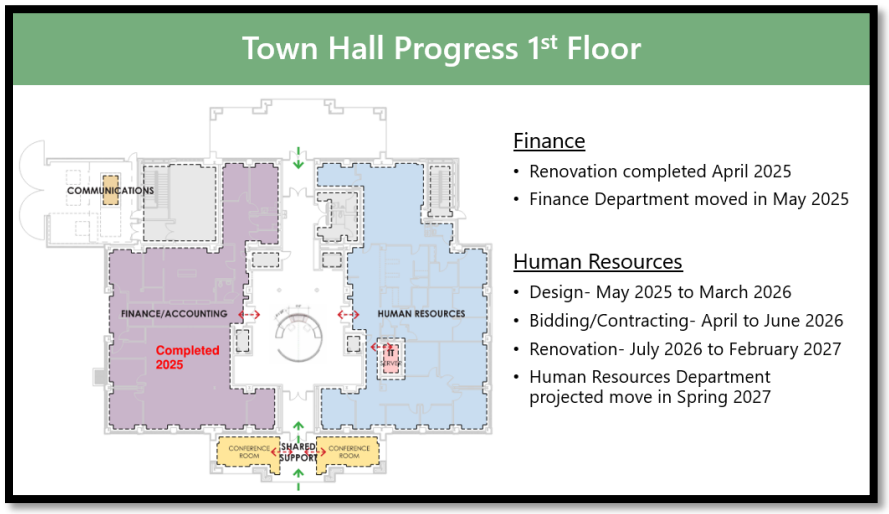
[SLIDE NO. 2]



[SLIDE NO. 3]



[SLIDE NO. 4]



Town Manager Vosburg said that the security improvements were based on recommendations from a cross-departmental security team that evaluated Town facilities and identified the need for a dedicated staff entrance. He said the team also reviewed access control practices used by other government entities and considered recent security incidents when developing the recommendations to enhance safety throughout Town's campus.

Mayor Pro-Tempore Mahaffey asked whether the conference rooms shown at the bottom of the plan were part of the proposed addition.

Mr. Edwards said the conference rooms were included in the Town's 20-year facilities plan and explained that the existing porch could be enclosed with storefront glass, if needed, to match the existing building.

Mayor Pro-Tempore Mahaffey asked how many employees would need to be relocated during the renovations.

Assistant Town Manager Stone said approximately 18 employees would need to be temporarily relocated during the renovation. He said that staff had been evaluating potential workspace options for approximately six (6) months but noted that there is limited office space available that meets the Town's operational needs.

Mayor Pro-Tempore Mahaffey asked about leasing space for a year.

Assistant Town Manager Stone said that commercial offices leases are typically for a minimum of 5 years. He said staff would continue relocated employees within existing Town facilities as needed and noted that the 5-year facilities plan recognizes the need for additional workspace as Apex continues to grow.

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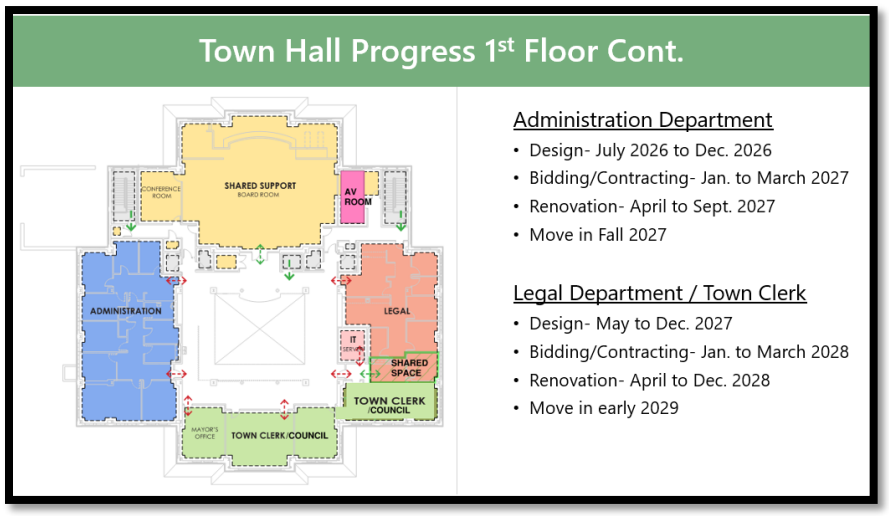


Councilmember Zegerman asked whether the renovation would provide additional desks for staff.

Assistant Town Manager Stone said yes. He explained that the renovation is intended to maximize the efficient use of the existing space.

Councilmember Zegerman said that, given the estimated $1.5 million renovation cost, leasing office space for an extended period could be a viable alternative and suggested that a long-term lease option be considered.

Assistant Town Manger Stone said staff was evaluating leased office space space in addition to opportunities associated with future building construction and planned Town Hall expansion.

Assistant Town Manager Stone said the facilities plan was developed using projected staffing needs, including anticipated impacts from projects such as the future children's hospital, and noted the plan would continue to evolve as the Town's need change.

Town Manager Vosburg said the plan was intended to accommodates projected staffing needs over the next 20-years rather than simply provide additional storage or file space.

Councilmember Zegerman said the space study focused primarily on constructing and owning facilities for Town staff but suggested maintaining flexibility by considering leased office space and other options would allow the Town to scale office capacity as needs change.. He said flexible space could also serve as a swing space during future renovations or reconstruction projects.

Town Manager Randy Vosburg said he agreed but noted that the current challenge is the limited availability of lease space. He said as additional spaces are developed through projects currently underway, staff is working to engage in early discussions with developers to explore protentional opportunities prior to construction.

Assistant Town Manager Stone explained that tenants ae typically responsible for the upfront costs associated with outfitting leased space, and those costs are generally not recovered at the end of the lease term.

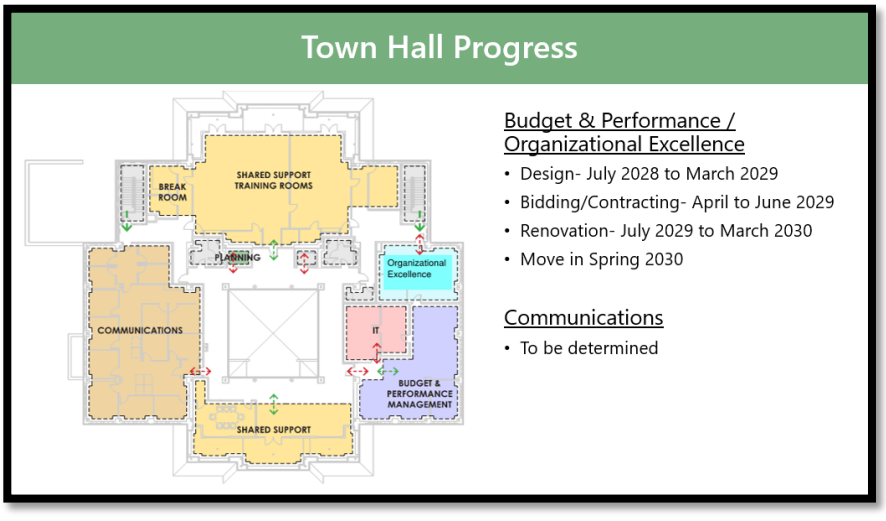
Councilmember Zegerman said that the analysis would consider a long term solution, such as like 20-yeartimeframe.

Assistant Town Manager Stone stated that the proposed approach is not anticipated to involve new construction but rather the use of existing office space. Potential modifications could include space conversions, carpeting, wall adjustments, cleaning, and other improvements to accommodate operational needs; however, a full build-out is not anticipated

Mayor Gilbert thanked the security staff and asked if the elevator could be updated as part of the improvements.

Mr. Edwards said that the elevator upgrades is not included in the current master plan.

[SLIDE NO. 7]



[SLIDE NO. 8]



Assistant Town Manager Stone stated that the proposed site layout maximizes the available property, as requested by Council, and that additional development would likely require a parking deck. He noted that the three-story building design and site plan accommodate the maximum feasible use of the property, including 141 parking spaces. He also discussed site access challenges and noted that future improvements may be considered, including potential connectivity enhancements, but are not part of the current plan.

Mayor Pro-Tempore Mahaffey askedwhether parking limitations were the primary factor preventing the building from exceeding three stories.

Assistant Town Manager Stone said yes.

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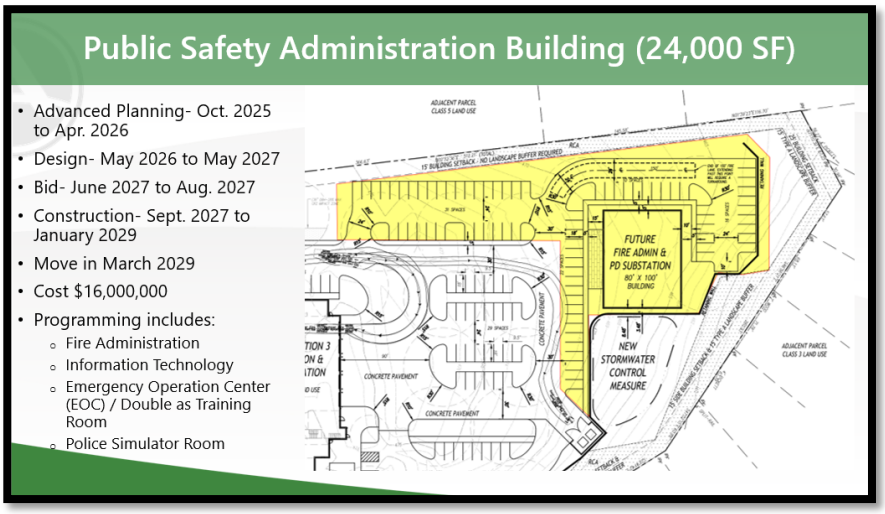

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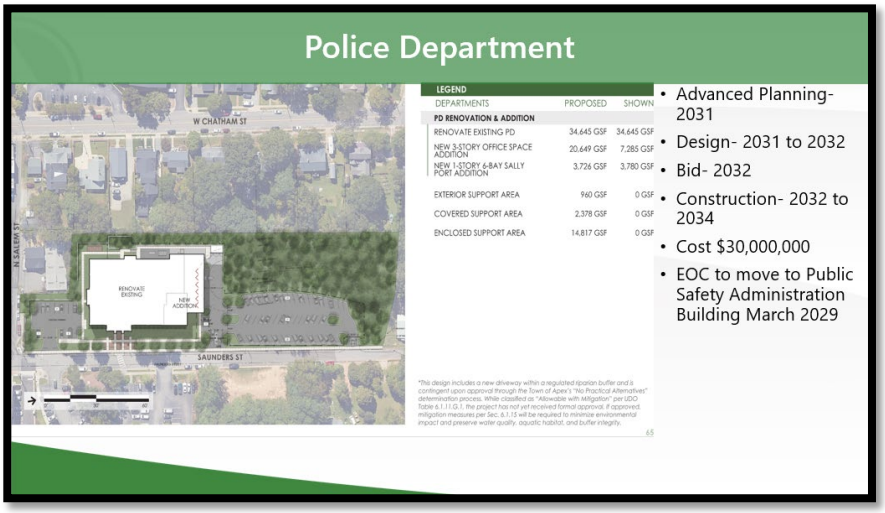

Councilmember Mu asked whether the proposal would expand the existing Police Department building.

Mr. Daniels said the proposal would be an addition to the police department if the project moved forward but would still leave the facility approximately 15,000 square feet short of what the projected space needs.

Town Manager Vosburg said there were two primary options for the police facilities, expanding the existing building on the Hunter Street campus or constructing a new standalone Police Headquarters. He said the expansion option would provide additional space but would not fully meet long-term needs, while a new headquarters would provide a more compressive long-term solution.

Mayor Pro-Tempore Mahaffey asked if the estimated $30 million cost was for the addition to the existing Police Department.

Town Manager Randy Vosburg said yes.

Councilmember Mu asked whether the project cost could increase.

Councilmember Zegerman said that a new office building could be built for $60 million .

Assistant Town Manager Stone said renovation is very expensive.

Town Manager Randy Vosburg said that if we want the police department to stay in its current location then the only option is to add to it but if there is a commitment to moving the police department out of downtown then this needs to be discussed but this the cost projecting the option to keep the police department in its current location with a additions.

Assistant Town Manager Stone said the concept presented represented the maximum development potential for the existing site, including additional parking and the largest feasible building footprint. He said that even with an estimated $30 million expansion, the Police Department would still be approximately 15,000 square feet short of its projected space needs, or about 13,000 square feet short when accounting for existing space available in the Administration Building.

Mr. Edwards added that the projected space shortfall also excluded identified exterior space, noting that additional space has been identified but could not be accommodated on the existing site.

Police Chief Johansen said the proposed expansion would require an estimated $30 million investment while addressing only about 70% of the Police Department's projected space needs. He noted that the assessment was based on previous staffing projections and did not reflect the updated staffing model presented to Council, which indicates the department is currently approximately 20 positions below its staffing needs. He said future facility planning should account for those additional positions and noted that the assessment also did not include certain features expected in a modern police facility, such as an indoor firearms training range and adequate locker room space. He stated that the department currently has a waiting list of approximately 30 officers needing locker room space and expressed concern that the long-term space needs may already be underestimated. **Mr. Edwards** proceeded with defending the Master Plan, and stated the data came from 2023 and a lot has changed since 2021.

Councilmember Zegerman said the proposal represented a significant change from the previous space study and suggested the Town revisit the Master Plan. He expressed concern that expanding the existing site would still result in undersized facility given the Police Department’s long-term space needs and recommended a more comprehensive of future space requirements.

Assistant Town Manager Stone said the current site plan was developed to accommodate Water Resources' operational needs and was not intended to maximize the site's full development potential. He said that additional facilities, such as administrative offices or a new Police Headquarters, were considered, the site plan and building layout would be reevaluated.. He said the property included approximately 5 acres that appear sufficient to accommodate future development. He added that, while staff had not prepared a comprehensive analysis of those potential uses, a new 60,000 square foot Police Headquarters, combined with renovation of the existing approximately 34,700 square foot

Police Department building and available space needs in Town Hall, could provide additional capacity to meet future staffing needs.

[SLIDE NO. 12]



Councilmember Reese asked what direction staff would need from Council to further evaluate the Police Department facility options.

Assistant Town Manager Stone recommended re-engaging with the consultant, if directed by Council, to work with Chief Johansen on an updated space needs assessment and evaluate whether a new Police Headquarters could be accommodated on the Perry Road site through a more comprehensive Master Plan analysis.

Town Manager Randy Vosburg said it was important not to lose momentum in planning for the Police Department's long-term facility needs, noting that changing direction without a clear plan could delay progress He said if Council chose to pursue a different direction, clear guidance would be needed early in the process because it would significantly affect the assumptions and scope of the current study before additional funding was committed.

Councilmember Zegerman emphasized the importance of being good stewards of taxpayer dollars and avoiding overcommitting the Town's financial resources. He suggested revisiting leased or flexible office space options in light of the Town's significant long-term long-term capital investment needs, including planned municipal facilities, future fire stations, and other major capital projects.

Councilmember Reese suggested obtaining additional input from the consultant to evaluate alternative facility scenarios and how they would align with Peak Plan 2055, including the Town's long-term downtown expansion.

Mayor Pro-Tempore Mahaffey said the discussion should also consider the Town's long-term debt model as a part of evaluating future facility options.

Director Jacobs said the proposed Water Resources facility would not be funded through the same source as General Fund projects it would supported through enterprise

funds. He noted that while the funding source differs, the overall project cost would still be a consideration in the Town's broader capital planning efforts.

Town Manager Randy Vosburg said the discussion was not offered as a counterpoint but emphasized the reality of the Town's approximately $200 million in planned capital needs and the limitations within the current CIP. He said there is a risk of falling behind in critical infrastructure needs and noted that, during his time with the Town, some r internal infrastructure, including systems, facilities, and departmental space needs, had not kept pace with growth. He said that the Town continues to grow, maintaining and investing in essential infrastrure should be viewed as a necessity rather than a wish list.

Councilmember Mu asked for the estimated cost to construct a new Police Department facility.

Mr. Edward's said approximately $50 million.

Councilmember Mu said that if renovating the existing facility would cost approximately $30 million and a new faciliy would be approximately$50 million, constructing a new facility may provide a better long-term solution. She suggested the existing Police Department facility could potentially be repurposed for office space or leased.

Town Manager Randy Vosburg said the existing facility could either be programmed for additional office space or evaluated for other opportunities, including a potential public private partnership.

Councilmember Reese said that the interactive Apex map identifies the Police Department property value at approximately $10 million but said he was unsure how that value compared to the current market value.

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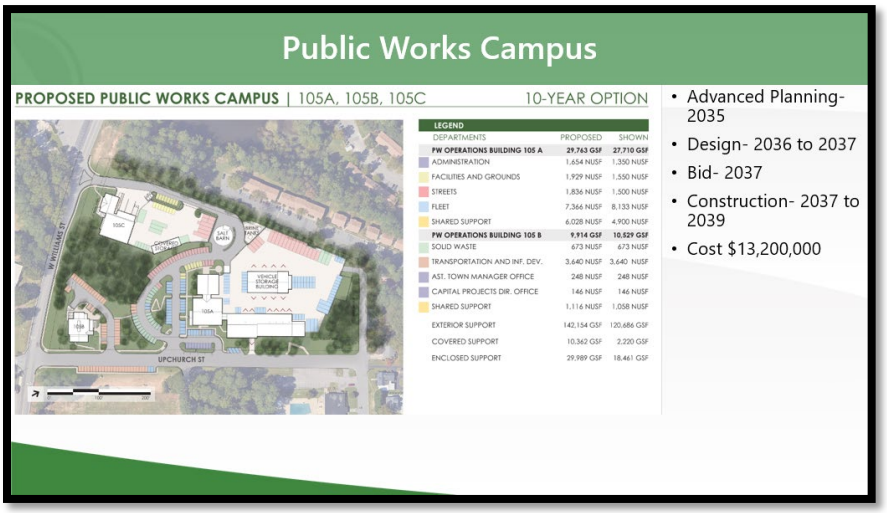

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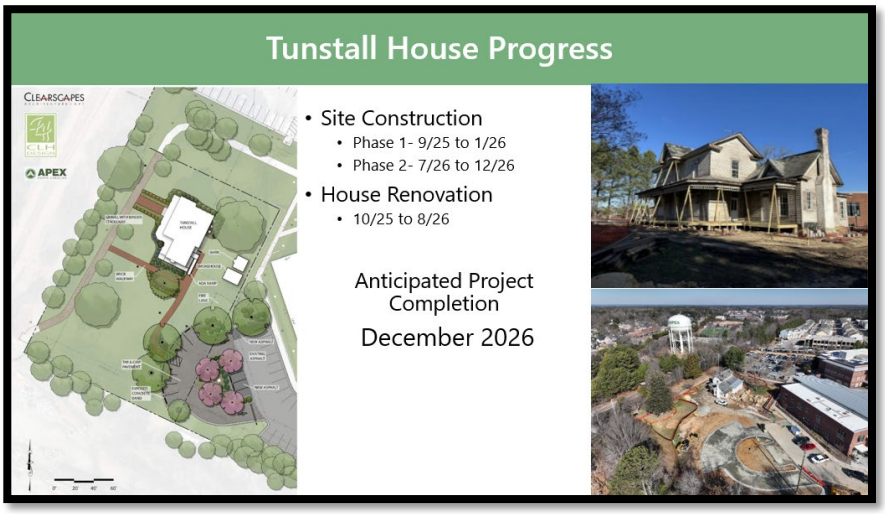

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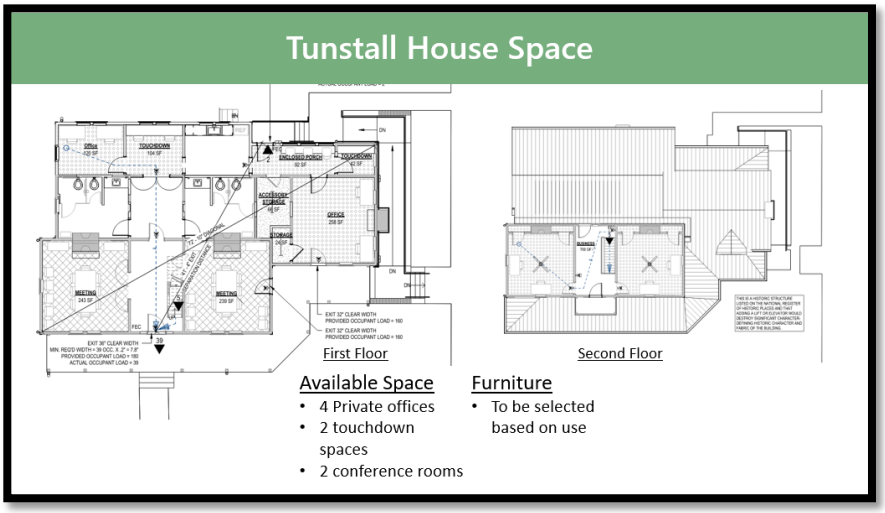

Mayor Pro-Tempore Mahaffey asked if there was any interest in utilizing the existing space for renovations or accommodating the wo small teams previously discussed.

Mr. Edwards said that, it was too small.

Mayor Pro-Tempore Mahaffey asked whether one of the rooms could be used as a temporary swing space for a few years.

Town Manager Randy Vosburg said that was an option and the space could be used as flexible space to temporarily relocate staff during the construction activities.

Mayor Pro-Tempore Mahaffey said he viewed the space as a potential swing space during construction and, after construction was complete, as a possible long-term resource to support for Senior Center space needs.

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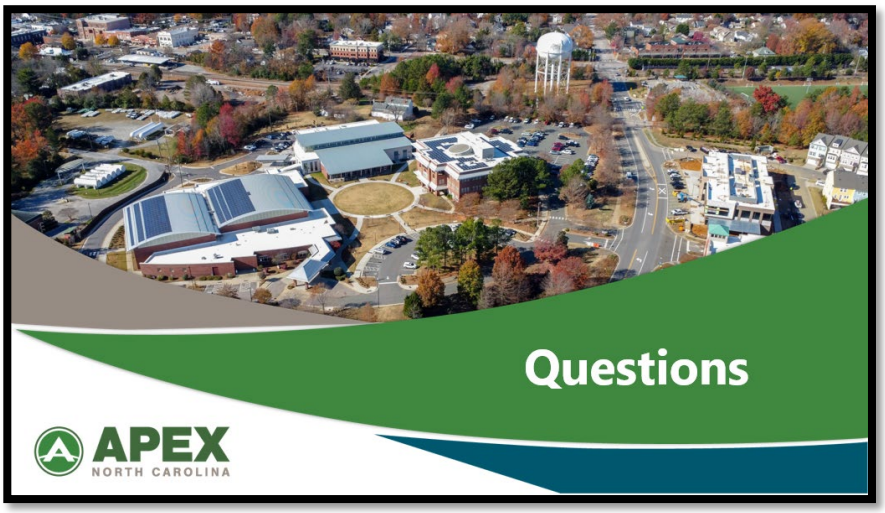

Town Manager Randy Vosburg said next on the agenda is lunch and to stay on schedule, asked everyone to be back at 12:30 p.m.

[UNC WORKPLACE CHECK-UP REVIEW]

Organizational Excellence Director, Linda Graham Jones, introduced Professor of Public Administration and Government, with UNC School of Government, Leisha Dehart-Davis , who presented the Workplace Checkup Results.

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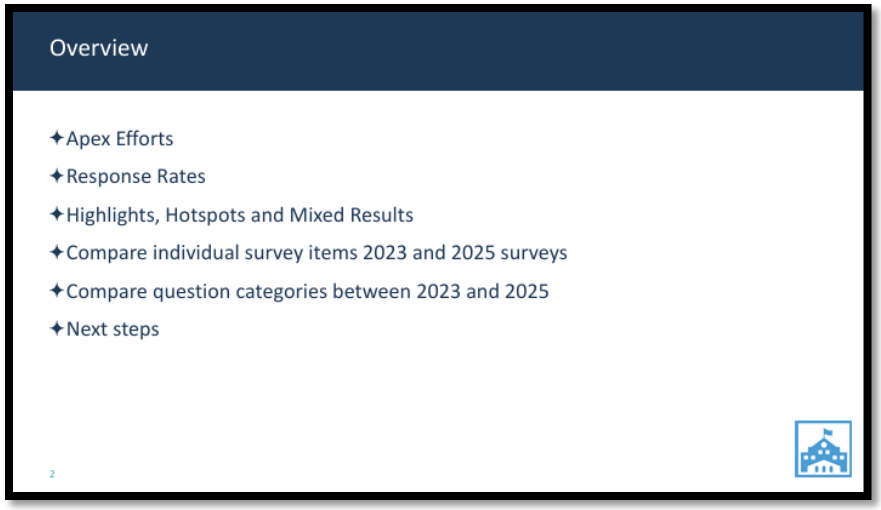

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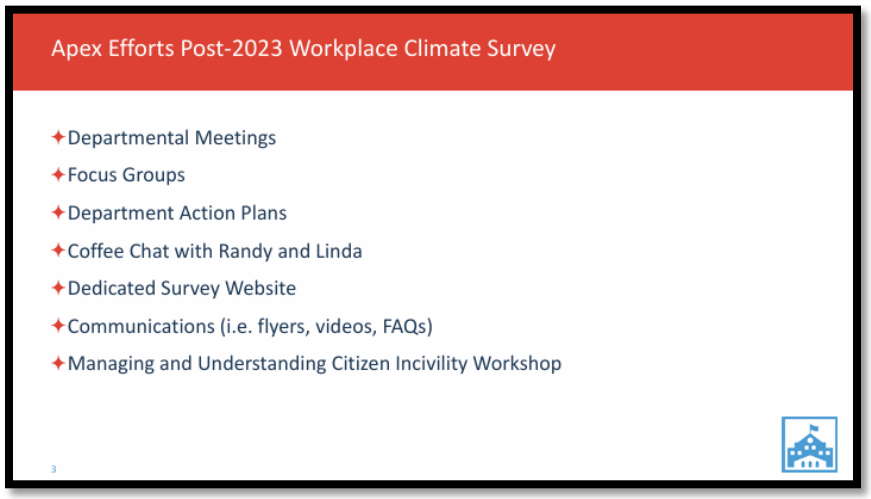

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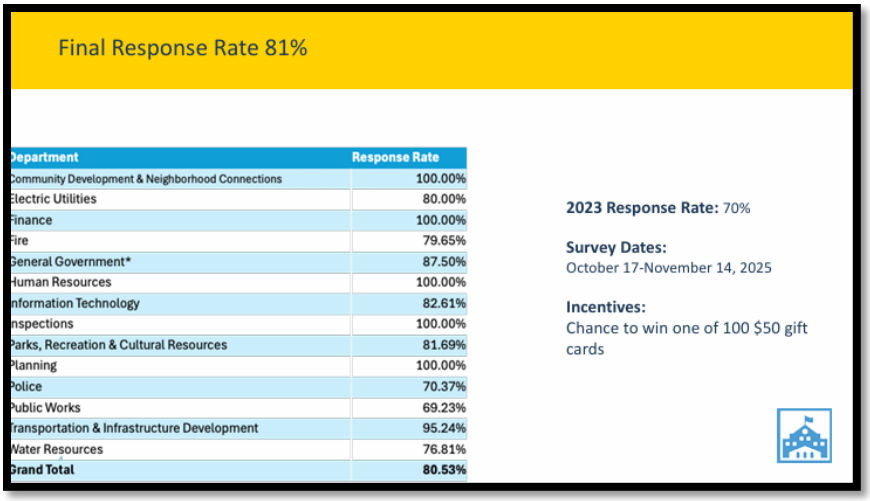

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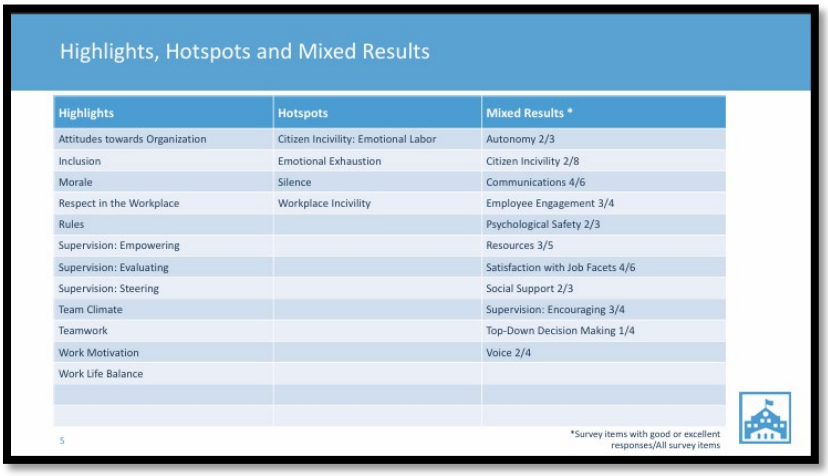

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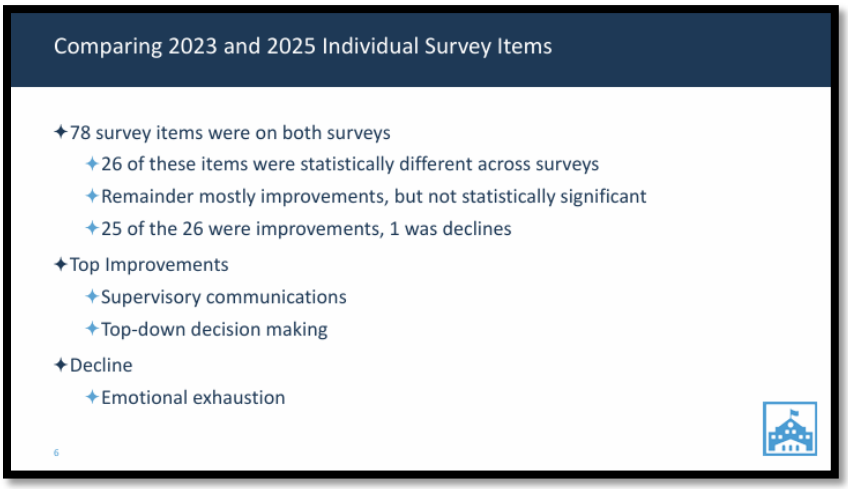

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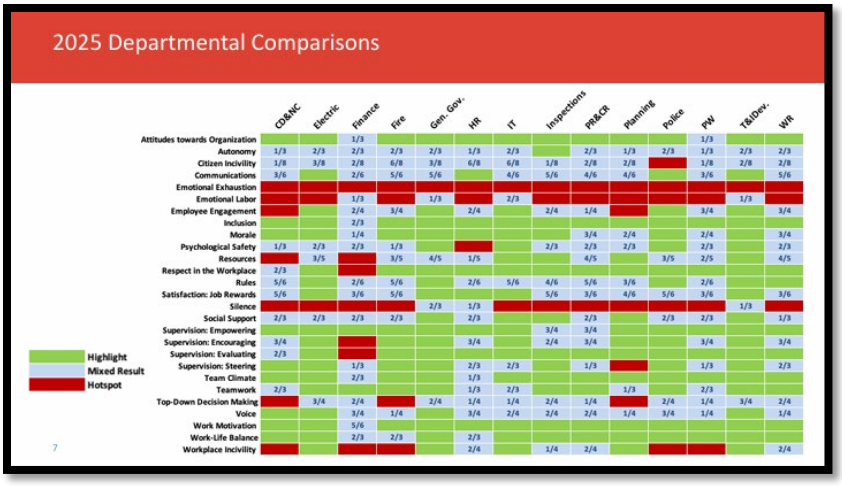

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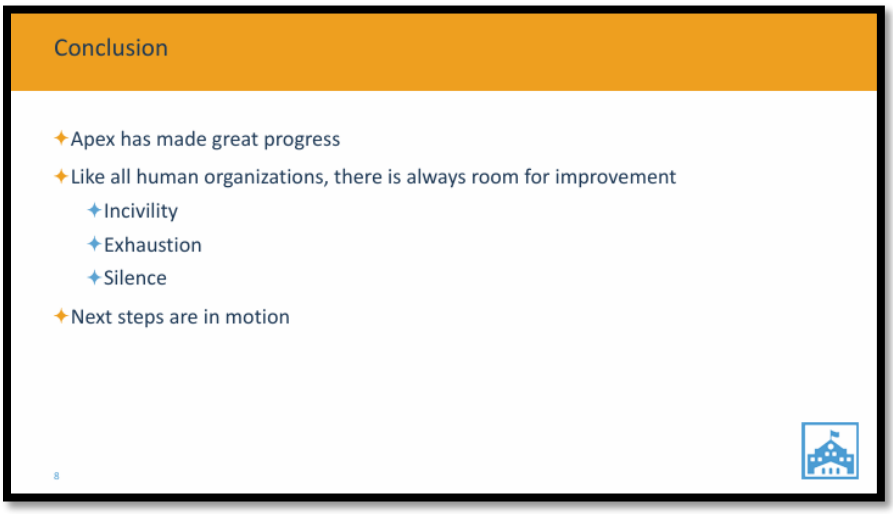

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Councilmember Reese asked whether the increase in employee silence was also a trend being observed across other local governments. He noted the earlier discussion that employee emotional exhaustion was not unique to Apex and asked whether employee silence was similarly becoming a broader organizational trend.

Ms. Davis aid employee silence is consistently identified as a common area of concern across organizations and is not unusual. She said the best approach is to foster an environment where employees feel comfortable sharing feedback, while ensuring supervisors are equipped to encourage employee input and respond appropriately to concerns.

Town Manager Vosburg said staff continues to address areas identified through the employee engagement survey, including using focus groups and other strategies to encourage employee feedback and improve workplace culture. He noted that while the Town remains focused on areas needing improvement, benchmark data compiled through the UNC School of Government shows Apex compares favorably with similar organizations. He highlighted that nearly 90 percent of employees indicated they would recommend the Town as a place to work, reflecting a strong organizational culture. He also emphasized the leadership team's commitment to acting on employee feedback and noted that the record survey response rate, combined with the positive results, demonstrates strong employee engagement. He said staff plans to build on the progress made since the previous survey and expects additional improvements through continued implementation of action plans and expanded follow-up efforts.

Councilmember Zegerman emphasized the importance of responding more quickly to employee survey results, noting that the previous survey took too long to produce results and implement action plans. He suggested more timely follow-up and recommended conducting additional employee check-ins between the biennial surveys to better monitor employee sentiment, particularly regarding employee voice and communication concerns.

Councilmember Reese asked whether Ms. Davis had seen local governments effectively address civil instability through increased communication and transparency without creating communication fatigue or being perceived negatively by the community. He asked for guidance on how organizations can balance the need for proactive communication while remaining effective and engaging. **Ms. Davis** said local governments are approaching this issue in different ways, including efforts to combat misinformation and develop policies and strategies to strengthen communication with the community. She noted that each organization must determine the approach that best fits its community and circumstances. She said this work is still in the early stages for Apex and local governments across the country, particularly as these challenges have intensified in recent years.

Town Manager Vosburg said post-covid public perception toward government employees has contributed to increased challenges and instability for local governments. He acknowledged the work being done by staff and local government professionals to navigate these challenges while continuing to serve their communities.

Director Jones thanked all her colleagues for all the work and support they've contributed.

Town Manager Vosburg noted that significant effort was made to increase response rates and thanked the leadership team for their commitment to obtaining meaningful feedback from employees.

[DASHBOARD OF CURRENT INITIATIVES REVIEW]

Town Manager Randy Vosburg introduced a follow-up discussion regarding the dashboard of current initiatives. He said the discussion builds upon the previous strategic planning meeting where Council reviewed the prior three years of initiatives. He explained that staff reviewed the remaining initiatives and identified items that have not yet had significant progress or implementation. He introduced the initiative dashboard, which was developed to help track progress and focus discussion on the items identified as needing additional attention. Mr. Vosburg thanked staff members involved in developing the dashboard, including Celeste and Christie, for their efforts. **Administrative Project Manager, Celeste Sherer,** debuted what the dashboard will look like to Staff and Council and what current initiatives would look like and explained that the dashboard was developed as a tool to track and monitor Council initiatives. She recognized staff members involved in creating the dashboard and noted that the tool was developed using Power BI to allow for enhanced tracking and reporting capabilities.

Ms. Sherer said the dashboard builds upon the previous prioritization exercise completed in October, where remaining Council initiatives were categorized as green, red, or gray. She explained that green items represented initiatives that were completed or well underway, red items represented initiatives requiring additional attention or clarification, and gray items represented items that were duplicates or outside the scope of Town departments.

Ms. Sherer demonstrated the dashboard's filtering capabilities, including the ability to view initiatives by fiscal year, strategic plan theme, and status. She said Council would have access to the dashboard and that it would provide a historical record of completed and ongoing initiatives as future initiatives are added. She then transitioned to the PowerPoint Presentation of current initiative updates.

Town Manager Randy proceeded with a PowerPoint Presentation providing updates on Council's initiatives.

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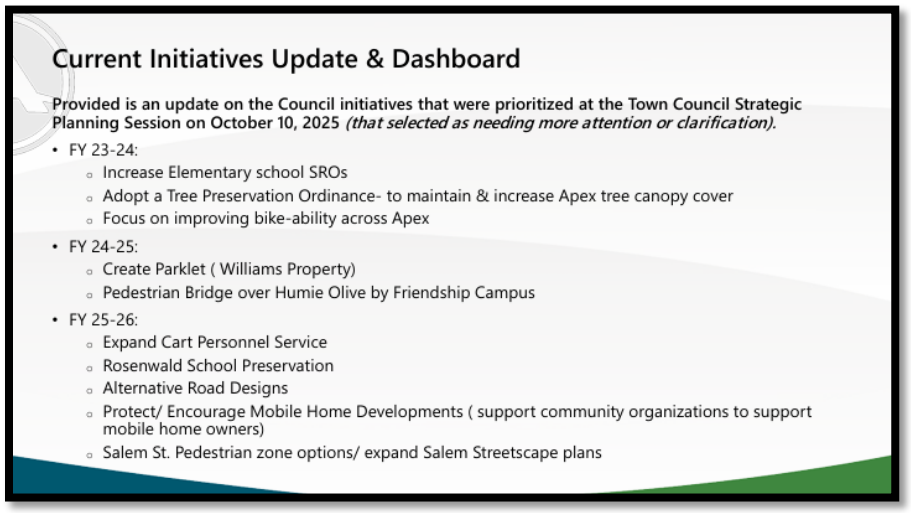

Director Johnson said the Town continues to implement bicycle infrastructure improvements through ongoing annual initiatives. He noted that funding is used each year to add bicycle lanes and striping along major collector roads and highlighted recent and planned projects, including improvements along Jordan Pointe Boulevard and James Street, as part of the Town's continued efforts to expand the bicycle network.

Town Manager Vosburg said staff continues to work with the North Carolina Department of Transportation (NCDOT) and utilize existing funding programs to advance bicycle and mobility initiatives, while also exploring additional opportunities such as e-bike programs. He asked Council whether they were satisfied with the current approach or if they wanted staff to pursue additional strategies or more specific actions related to those initiatives.

Assistant Town Manager Stone said staff is preparing for an upcoming work session focused on tree-related initiatives. He noted that staff has developed several pages of ideas and concepts for Council's consideration and will seek Council's direction on how to move forward with those initiatives.

Councilmember Zegerman said the Town already has a Bicycle and Pedestrian Master Plan and continues to incorporate bicycle and pedestrian improvements into roadway projects while addressing connectivity gaps. He said the current approach appears to be moving in the right direction and suggested that future progress will largely depend on funding priorities through the Capital Improvement Program rather than creating a separate Council initiative.

Town Manager Vosburg said it helps staff understand whether additional emphasis or funding is desired for specific initiatives. He noted that if Council is satisfied with the current efforts, staff will continue implementing the existing program and any future funding adjustments or project priorities can be considered through the Capital Improvement Program process and asked Council their feedback on that approach.

Councilmember Zegerman said he was good with that approach and Council reached consensus to continue existing efforts and consider any future funding adjustments through the Capital Improvement Plan (CIP) process.

Mayor Gilbert said he had recently attended a meeting with area mayors and town managers where School Resource Officer (SRO) funding was discussed. He noted there was

openness to continuing discussions and exploring collaborative approaches to addressing SRO funding.

Councilmember Reese asked for an update on the initiative to adopt a tree preservation ordinance and requested additional information on the Town's efforts.

Assistant Town Manager Stone said the tree preservation ordinance discussion is complex and requires additional Council input and direction before moving forward. He explained that staff initially considered bringing the topic forward as a regular Council presentation but determined that a dedicated work session would be more appropriate due to the number of options and considerations involved. He noted that potential strategies could include increased tree canopy goals, compatibility with development planning, and preservation measures such as champion tree protections, with various approaches available for Council consideration.

Town Manager Vosburg said staff is open to suggestions if Council has feedback.

Councilmember Reese said increasing tree canopy has been an important priority for him and emphasized the importance of addressing resident feedback by not only increasing tree canopy but also ensuring the improvements are visible and demonstrate the Town's progress. He said that if increasing tree canopy, particularly in the suburban core, is adequately addressed through the upcoming work session, he would be comfortable continuing with that approach.

Town Attorney Hohe reminded Council that there are legal limitations regarding the authority municipalities have related to tree preservation regulations. She noted that any potential ordinance or policy considerations would need to be developed within those legal parameters.

Director Johnson discussed staff's concerns regarding the proposed pedestrian bridge near Humie Olive. He noted that there are challenges with encouraging pedestrians, including students, to use designated crossing infrastructure, and expressed concerns that a bridge requiring additional access points and elevation changes may not be utilized as intended when pedestrians can cross at street level. Mr. Johnson said that, from staff's perspective, the project may not be the best use of funds at this time and recommended evaluating the effectiveness of the existing signal improvements before reconsidering additional pedestrian infrastructure.

Mayor Pro-Tempore Mahaffey said he agreed with that approach.

Town Manager Vosburg asked Assistant Town Manager or Mayor Pro-Tempore Mahaffey to give an update on the Rosenwald School Perseveration.

Assistant Town Manager John provided an update on efforts related to the preservation of Rosenwald School. She said that there has been ongoing discussion with stakeholders and residents regarding preservation efforts, but the project was paused last year due to legal constraints and ownership structure considerations. She said staff has recently reengaged with a regional group that has experience working on Rosenwald School preservation projects throughout North Carolina and has invited the group to participate in discussions regarding potential next steps. She said the initial discussions will focus internally to ensure staff is aligned before reconvening with stakeholder groups. She noted that meetings are anticipated over the next month and that one of the primary challenges to be addressed will be identifying a location for the project.

Councilmember Zegerman said in regards to alternative road designs initiative, he discussed opportunities to further improve bicycle and pedestrian accessibility through future roadway design standards. He said that as the Town continues to grow, there is an opportunity to consider Complete Streets principles when designing new roadways and developments by creating safer, more separated facilities for different modes of transportation. He noted that he was not suggesting retrofitting all existing roadways but encouraged staff to consider enhanced bicycle and pedestrian infrastructure as part of future roadway projects and mixed-use developments to promote walkability, bike ability, and safer connections within neighborhoods.

Town Manager Vosburg said staff's anticipated approach would be to hold an initial meeting to discuss the topic and determine appropriate next steps. He said those next steps could include coordination with the North Carolina Department of Transportation (NCDOT) or bringing the matter forward through one of the Town's advisory committees for further discussion and recommendations.

Councilmember Zegerman said that the Town is subject to certain design standards and limitations but said there is an opportunity to better understand what can be achieved within those constraints. He encouraged staff to proactively explore opportunities to incorporate improved street design concepts and transportation considerations as part of future zoning requests rather than addressing these questions after projects are presented.

Town Manager Vosburg said the discussion was prompted by concerns regarding several remaining manufactured home parks within the Town. He said staff is exploring options available within the Town's legal authority to balance property rights with potential protections for residents and the community. He noted that discussions have included potential long-term strategies and that the Town Attorney's Office has been engaged in reviewing possible approaches.

Director Newman said staff is currently analyzing the approach used by Orange County and Chapel Hill regarding manufactured home preservation strategies. She said those communities have developed strategies focused on protecting existing manufactured home communities rather than creating new developments. She noted that the process was largely community-driven and that staff is working to better understand how those policies were developed, including the roles of local governments, community organizations, and advocacy groups. Director Newman said the Town's Senior Housing Specialist had begun work on a potential policy, but staff is taking a step back to review the regional approach and identify potential strategies that may be appropriate for Apex. She added that staff is being mindful of the complexities involved, including recent conversations with property owners, and wants to ensure any future approach carefully considers all perspectives.

Town Manger Vosburg asked if there was any additional direction or specific feedback Council would like staff to consider beyond the information and approach previously discussed by Director Newman.

Mayor Pro-Tempore Mahaffey said his concern was focused on preparing for potential future impacts, noting that while some issues may be occurring in the present, similar situations could arise in other areas in the future. He emphasized the importance of proactive planning, mitigation strategies, and awareness to ensure the Town is prepared to address potential challenges as they develop.

Director Newman said the Town still has approximately $500,000 available through an existing fund established by Council to assist with potential relocation needs. She noted

that the funding remains available should a relocation need arise before staff returns with any policy recommendations or long-term strategies.

Councilmember Zegerman said he would like to better understand the Town's legal rights and available options related to preserving naturally occurring affordable housing, including manufactured home communities. He acknowledged the importance of balancing preservation efforts with existing property rights and understanding what actions are available within the Town's authority.

Director Newman said this is why staff wanted to begin by reviewing the work completed by Orange County, noting that their process involved more than a year of collaboration, meetings, and discussions before adopting a policy. She said staff wants to better understand that process and then begin internal conversations to identify potential options available to the Town. She noted that staff would return to Council with additional information and questions as the review progresses.

Mayor Pro-Tempore Mahaffey asked about Orange County's Policy and what it entails.

Director Newman said she did not have the specific details available at that time but confirmed that the information is available and can be provided to Council as staff continues its review.

Town Manager Vosburg said staff's next step may be to further discuss potential options with Council during a future work session, including additional information from other municipalities and legal considerations related to available approaches.

Assistant Town Manager John said another concern is addressing owner-occupied manufactured homes that may be reaching the end of their useful life. She noted that some residents may not have the financial ability to replace their homes or secure alternative housing options. She said staff should consider whether available funding could assist residents facing these circumstances and develop a proactive plan to address potential needs. She added that this was one of the concerns raised by community stakeholders regarding residents who may need assistance as their homes age beyond a point where they can be maintained.

Mayor Gilbert asked whether staff was monitoring potential property sales or other changes that could impact manufactured home communities.

Attorney Hohe said there are statutory requirements related to the closure or discontinuation of manufactured home parks, including required notices to the State and a potential 180-day notice period. She noted that staff had previously discussed establishing a relationship with the appropriate State office responsible for receiving those notices so the Town could be informed if a manufactured home community within Apex was at risk of closing.

Assistant Town Manager John said the Town of Cary is going through this and they are on that distribution list.

Director Newman said she appreciated the clarification and noted that establishing a relationship with the appropriate State agency could allow the Town to be notified earlier of potential manufactured home community closures and provide additional time to evaluate available options.

Attorney Hohe said that if a development proposal is submitted for a property containing a manufactured home community, the Planning Department would likely be aware of those discussions through the development review process and could notify staff of potential impacts.

Town Manager Vosburg moved on to the Salem Street pedestrian zoning option and deferred to Chris Johnson if he had anything to add.

Director Johnson said staff has had previous discussions regarding potential future improvements along the corridor with Council, including the possibility of extending similar concepts beyond the current Chatham Street and Saunders Street block area. He noted that the Planning Department is evaluating related opportunities through the master plan and mobility planning efforts, and future improvements could potentially occur through private development or redevelopment. He added that additional gaps could also be addressed through future public projects, but no specific projects have been identified at this time beyond ongoing planning efforts.

Town Manager Vosburg said the Town is still awaiting updates on the "Grant 2.0" program, which was intended to provide funding support to encourage redevelopment and expansion opportunities in the downtown area.

Councilmember Zegerman discussed the concept of creating a pedestrian zone along Salem Street, noting that the idea could include the ability to temporarily close the street to vehicular traffic during events or designated time periods, such as weekends. He said this type of pedestrian-focused space could help limit traffic and enhance the downtown pedestrian experience. He noted that this concept could potentially be incorporated into ongoing downtown planning discussions.

Town Manager Vosburg said staff believes there has been substantial progress on the previously identified Council initiatives and will update the dashboard based on the discussion. He noted that staff will provide Council with access to the dashboard and encouraged members to review the information in preparation for future discussions regarding potential new initiatives. He said upcoming discussions will focus on identifying new initiatives while also ensuring remaining items from prior years are appropriately addressed or completed. He thanked staff for their work in tracking and advancing the initiatives.

[BUDGET OVERVIEW AND FINANCIAL CONDITION]

Finance Director, Jon Griffin, and Budget and Performance Management Director, Jessica Hoffman presented the Mid-Year Financial Review.

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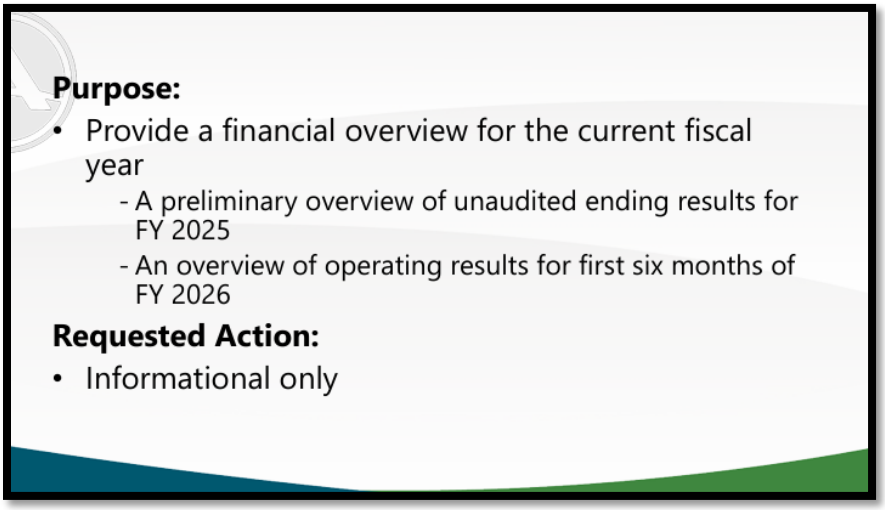
[SLIDE 2]



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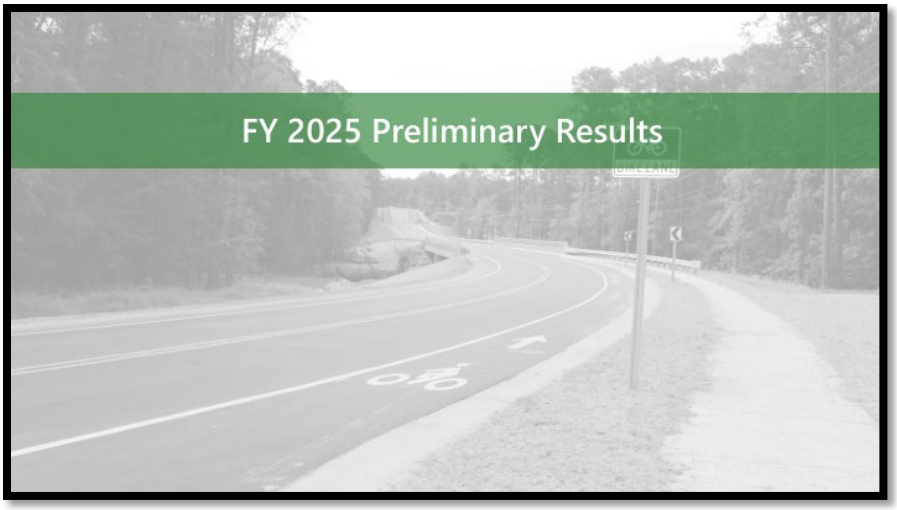

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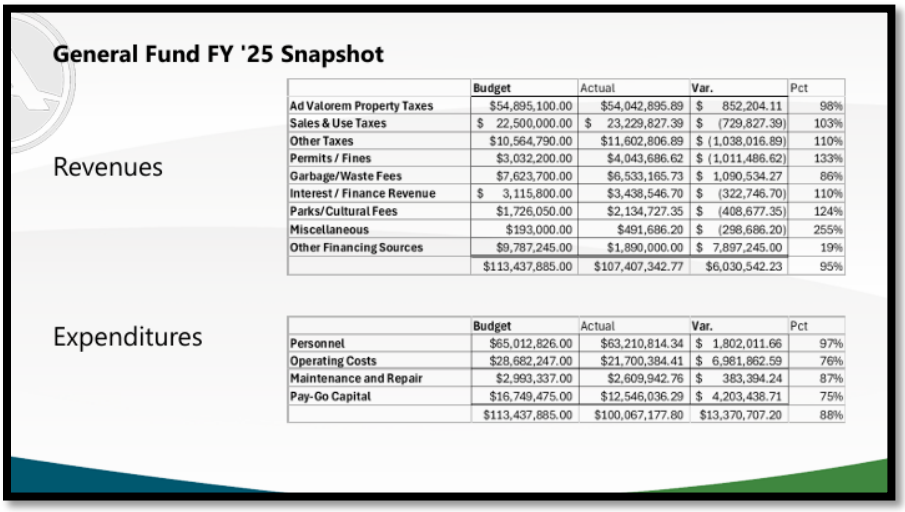

Councilmember Zegerman asked for clarification regarding the budget variance, noting that the reported figures appeared to indicate revenue came in below projections. He said the budget reflected approximately $113 million, while actual revenues were approximately $107 million, resulting in revenues coming in at approximately 95% of budget. He noted that expenses were approximately 88% of budget and requested clarification on how the variance was being presented, as it appeared to reflect a positive outcome despite lower-than-anticipated revenues.

Director Griffin said that the variance was primarily driven by other financing sources, which are budgetary transactions that do not generate actual accounting transactions. He said these items, such as appropriated fund balance, appear in the budget but flow through differently in the financial statements. He noted that these transactions contributed to the approximately $7.9 million variance.

Director Hoffman said that if the Town receives additional revenues and other budgeted line items are not needed, the related budget transactions are not completed at the end of the fiscal year.

Councilmember Zegerman said that, based on the actual figures, the Town generated approximately $107 million in revenues and had approximately $100 million in

expenditures, resulting in an approximate $7.5 million surplus that was added to fund balance.

Director Griffin said yes and presented the next slide that explained the General Fund Balances.

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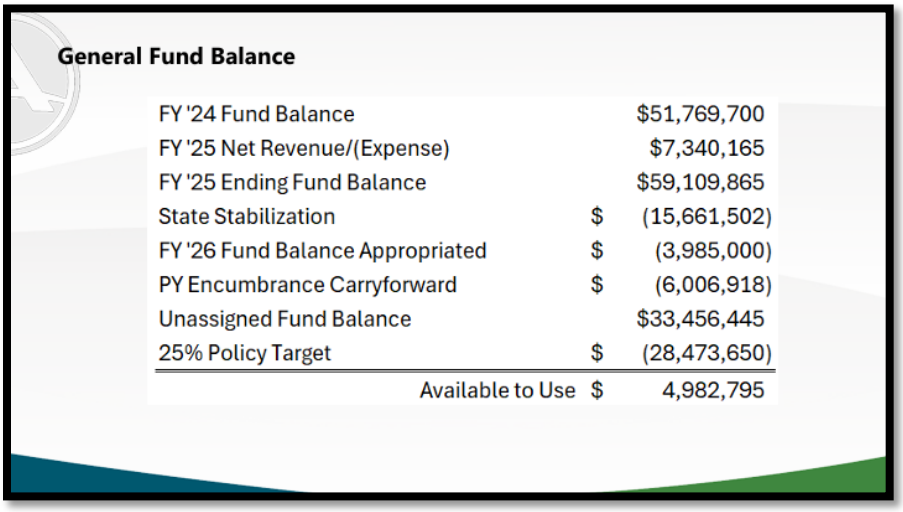

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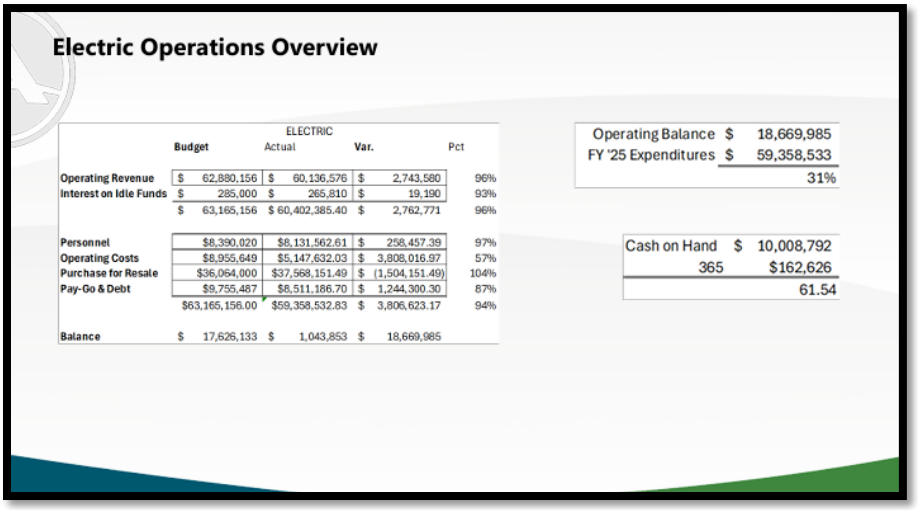

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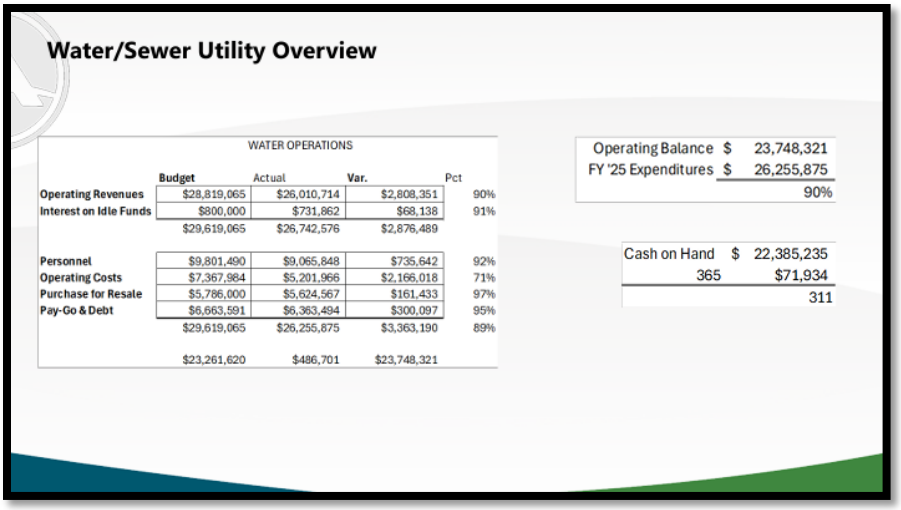


Councilmember Zegerman asked staff to clarify the Town's target for fund balance and available cash on hand, noting that this measure has historically been lower than the desired level. He requested a reminder of the Town's established goals or benchmarks for maintaining adequate reserves.

Director Hoffman said 90 days cash on hand.

Director Griffin aid the current measure is approximately two days better than the same period last year, indicating a slight improvement. He noted that while the trend is moving in a positive direction, it is not yet progressing at the desired pace.

Councilmember Zegerman asked whether the current fund balance and cash position was impacted by the anticipated future expansion of the West Reclamation Facility. He asked if the planned significant capital investment should be considered when evaluating the current financial position or if the impact should be excluded from the current analysis.

Director Hoffman clarified that the available cash on hand measure is intended to reflect the Town's current financial position.

Director Griffin explained that the future West Reclamation Facility expansion would likely be funded through a combination of cash, debt, and other financing mechanisms. He noted that the Town may not need to utilize all available cash reserves for the project, as some funds could be used strategically to help smooth debt payments and manage the overall financial impact over time.

Councilmember Zegerman asked how the anticipated West Reclamation Facility expansion impacts the Town's fund balance analysis, noting that the current figures may be influenced by the intentional accumulation of funds for a known future capital expense. He asked whether adjusting for the anticipated project costs would still show a healthy fund balance position or if the Town may be retaining more reserves than necessary, potentially allowing capacity for additional capital investments.

Director Hoffman said the Town's fund balance remains healthy and noted that staff would not plan to use additional cash on hand for the anticipated capital needs, but would instead rely more heavily on debt financing if necessary. She explained that the capital analysis considers future debt payments over time, as well as the impacts to fund balance and available cash. She noted that these considerations are evaluated separately within the

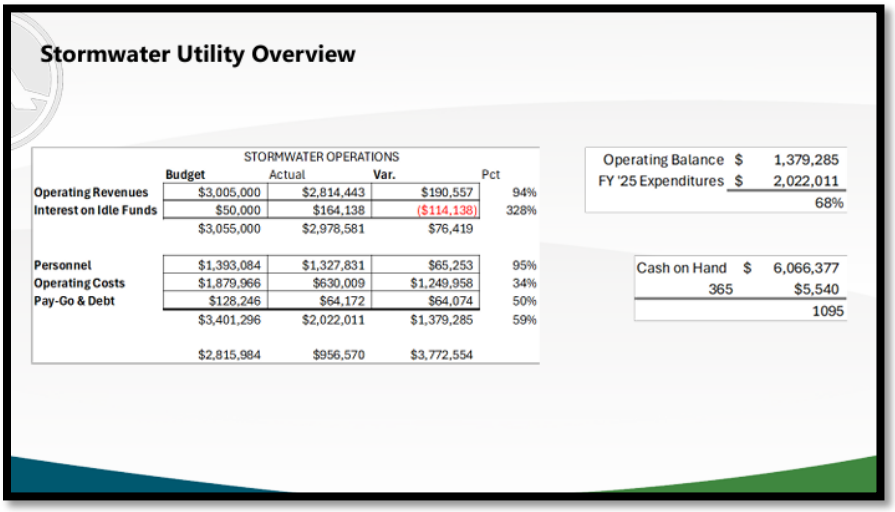
financial analysis to account for the Town's current position while also planning for future capital investments.

Assistant Town Manager Stone said the variance between actual expenditures and the adopted budget was primarily related to budgeting for anticipated maintenance costs that were not ultimately incurred. He noted that the Town plans for potential maintenance needs each year, and when those costs are lower than projected, the savings contribute to the difference between budgeted and actual expenditures.

Councilmember Zegerman said that his question was focused more on the Town's overall operating balance rather than the total cash-on-hand figure. He noted that the reported 311 days of cash on hand may be influenced by funds being reserved for the future West Reclamation Facility expansion. He asked staff to evaluate the Town's underlying cash position and whether it provides additional capacity for investments in areas such as water and sewer infrastructure, or whether current reserves are appropriately aligned with future needs. He noted that the anticipated capital expense may be impacting the overall balance and making it more difficult to assess the Town's true financial position.

Town Manager Vosburg suggested another way to present the information for communication purposes would be to separate the cash-on-hand amount from the Town's targeted fund balance level. He explained that if the Town's goal is 90 days of fund balance, the presentation could show that amount as meeting the target, with remaining cash identified separately as capital reserves. He noted that all funds would still represent available cash, but separating the amounts could provide a clearer picture of operating reserves versus funds being held for future capital needs. He clarified that this would be for presentation purposes only and not an official financial reporting method.

[SLIDE 9]



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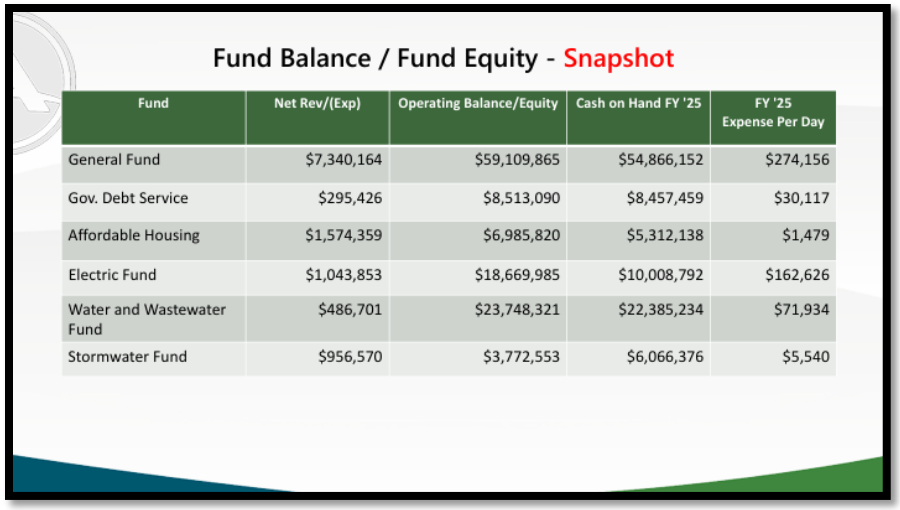


Fund Balance / Fund Equity - Snapshot

Fund	Net Rev/(Exp)	Operating Balance/Equity	Cash on Hand FY '25	FY '25 Expense Per Day
General Fund	$7,340,164	$59,109,865	$54,866,152	$274,156
Gov. Debt Service	$295,426	$8,513,090	$8,457,459	$30,117
Affordable Housing	$1,574,359	$6,985,820	$5,312,138	$1,479
Electric Fund	$1,043,853	$18,669,985	$10,008,792	$162,626
Water and Wastewater Fund	$486,701	$23,748,321	$22,385,234	$71,934
Stormwater Fund	$956,570	$3,772,553	$6,066,376	$5,540

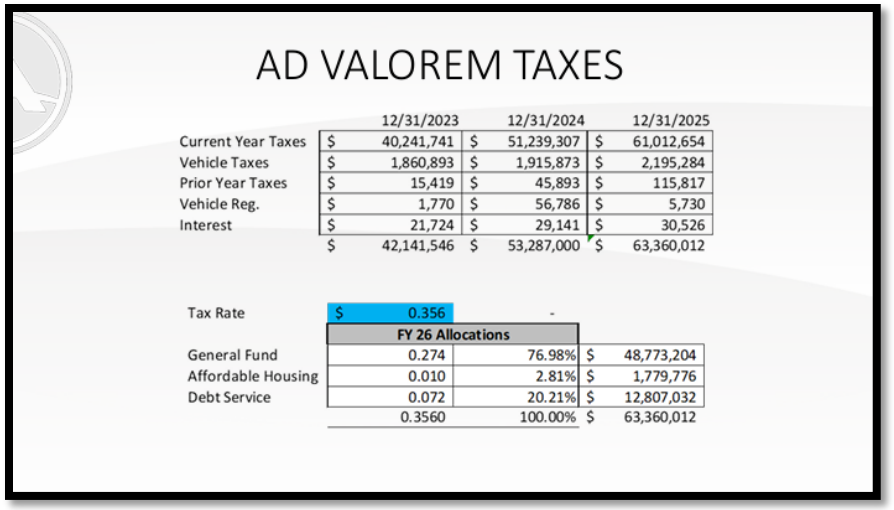
Councilmember Zegerman asked about the difference between the fund balance and cash-on-hand figures, questioning whether the difference was related to outstanding collections or other financial factors.

Director Griffin said that the difference between fund balance and cash on hand is related to items such as outstanding collections and accounts payable. He noted that, as of June 30, there may be outstanding invoices or bills received after the fiscal year-end that must be accounted for, which reduces the operating balance at year-end but is reflected in cash activity at a later date.

[SLIDE 11]



[SLIDE 12]



AD VALOREM TAXES

	12/31/2023	12/31/2024	12/31/2025
Current Year Taxes	$ 40,241,741	$ 51,239,307	$ 61,012,654
Vehicle Taxes	$ 1,860,893	$ 1,915,873	$ 2,195,284
Prior Year Taxes	$ 15,419	$ 45,893	$ 115,817
Vehicle Reg.	$ 1,770	$ 56,786	$ 5,730
Interest	$ 21,724	$ 29,141	$ 30,526
	$ 42,141,546	$ 53,287,000	$ 63,360,012

Tax Rate	$ 0.356	-	
	FY 26 Allocations		
General Fund	0.274	76.98%	$ 48,773,204
Affordable Housing	0.010	2.81%	$ 1,779,776
Debt Service	0.072	20.21%	$ 12,807,032
	0.3560	100.00%	$ 63,360,012

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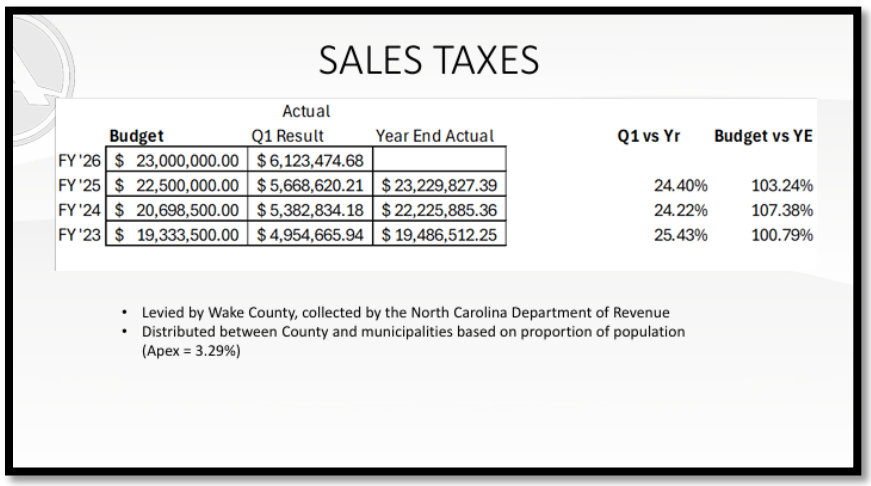

SALES TAXES

	Budget	Actual Q1 Result	Year End Actual	Q1 vs Yr	Budget vs YE
FY '26	$ 23,000,000.00	$ 6,123,474.68			
FY '25	$ 22,500,000.00	$ 5,668,620.21	$ 23,229,827.39	24.40%	103.24%
FY '24	$ 20,698,500.00	$ 5,382,834.18	$ 22,225,885.36	24.22%	107.38%
FY '23	$ 19,333,500.00	$ 4,954,665.94	$ 19,486,512.25	25.43%	100.79%

- Levied by Wake County, collected by the North Carolina Department of Revenue
- Distributed between County and municipalities based on proportion of population (Apex = 3.29%)

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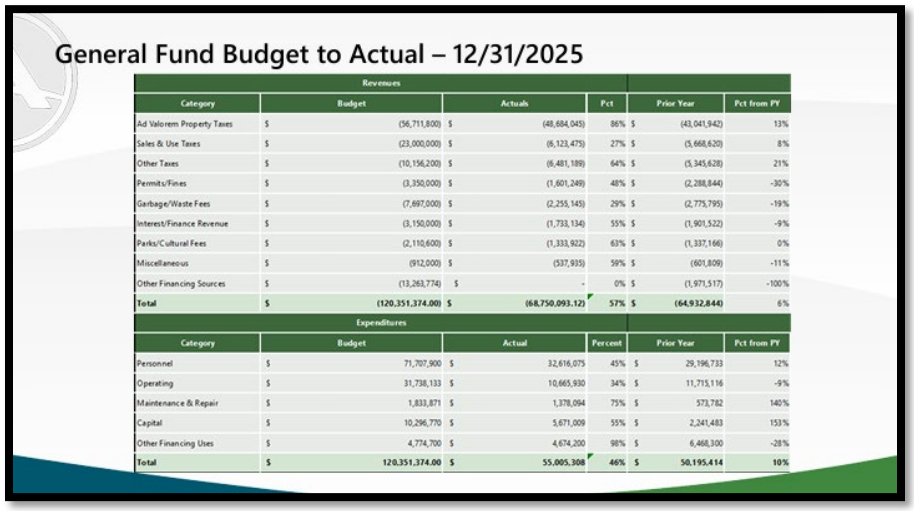
4 **[SLIDE 14]**



General Fund Budget to Actual – 12/31/2025

Revenues

Category	Budget	Actuals	Pct	Prior Year	Pct from PY
Ad Valorem Property Taxes	$ (56,711,800)	$ (48,684,045)	86%	$ (43,041,942)	13%
Sales & Use Taxes	$ (23,000,000)	$ (6,123,475)	27%	$ (5,668,620)	8%
Other Taxes	$ (10,156,200)	$ (6,481,189)	64%	$ (5,345,628)	21%
Permits/Fines	$ (3,350,000)	$ (1,601,249)	48%	$ (2,288,844)	-30%
Garbage/Waste Fees	$ (7,697,000)	$ (2,255,145)	29%	$ (2,775,795)	-19%
Interest/Finance Revenue	$ (3,150,000)	$ (1,733,134)	55%	$ (1,901,522)	-9%
Parks/Cultural Fees	$ (2,110,600)	$ (1,333,922)	63%	$ (1,337,166)	0%
Miscellaneous	$ (912,000)	$ (537,935)	59%	$ (601,809)	-11%
Other Financing Sources	$ (13,263,774)	$ -	0%	$ (1,971,517)	-100%
Total	**$ (120,351,374.00)**	**$ (68,750,093.12)**	**57%**	**$ (64,932,844)**	**6%**

Expenditures

Category	Budget	Actual	Percent	Prior Year	Pct from PY
Personnel	$ 71,707,900	$ 32,616,075	45%	$ 29,196,733	12%
Operating	$ 31,738,133	$ 10,665,930	34%	$ 11,715,116	-9%
Maintenance & Repair	$ 1,833,871	$ 1,378,094	75%	$ 573,782	140%
Capital	$ 10,296,770	$ 5,671,009	55%	$ 2,241,483	153%
Other Financing Uses	$ 4,774,700	$ 4,674,200	98%	$ 6,468,300	-28%
Total	**$ 120,351,374.00**	**$ 55,005,308**	**46%**	**$ 50,195,414**	**10%**

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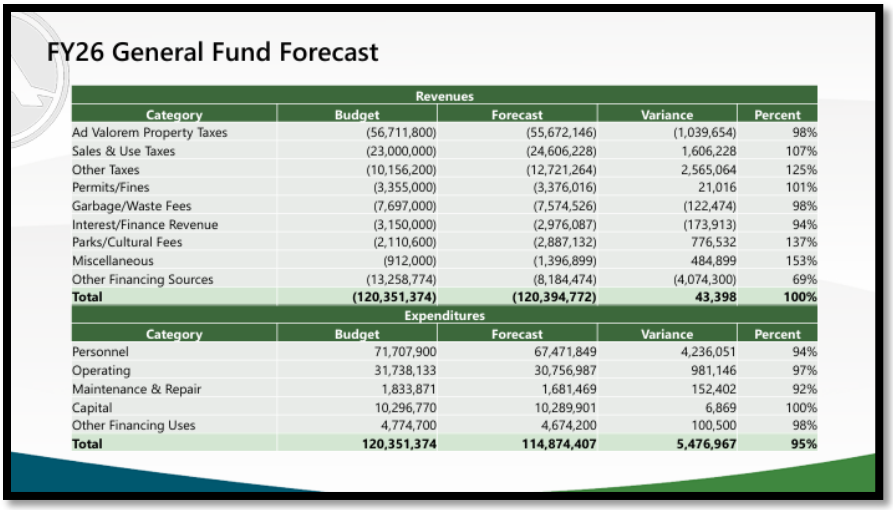
7 **[SLIDE 15]**



FY26 General Fund Forecast

Revenues				
Category	Budget	Forecast	Variance	Percent
Ad Valorem Property Taxes	(56,711,800)	(55,672,146)	(1,039,654)	98%
Sales & Use Taxes	(23,000,000)	(24,606,228)	1,606,228	107%
Other Taxes	(10,156,200)	(12,721,264)	2,565,064	125%
Permits/Fines	(3,355,000)	(3,376,016)	21,016	101%
Garbage/Waste Fees	(7,697,000)	(7,574,526)	(122,474)	98%
Interest/Finance Revenue	(3,150,000)	(2,976,087)	(173,913)	94%
Parks/Cultural Fees	(2,110,600)	(2,887,132)	776,532	137%
Miscellaneous	(912,000)	(1,396,899)	484,899	153%
Other Financing Sources	(13,258,774)	(8,184,474)	(4,074,300)	69%
Total	**(120,351,374)**	**(120,394,772)**	**43,398**	**100%**

Expenditures				
Category	Budget	Forecast	Variance	Percent
Personnel	71,707,900	67,471,849	4,236,051	94%
Operating	31,738,133	30,756,987	981,146	97%
Maintenance & Repair	1,833,871	1,681,469	152,402	92%
Capital	10,296,770	10,289,901	6,869	100%
Other Financing Uses	4,774,700	4,674,200	100,500	98%
Total	**120,351,374**	**114,874,407**	**5,476,967**	**95%**

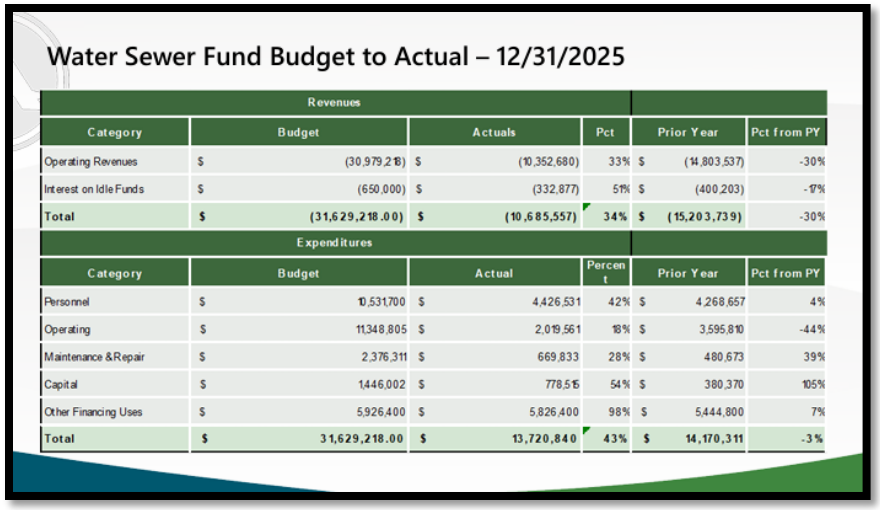
Councilmember Zegerman said that Council has heard about numerous organizational needs from staff and asked whether the projected approximately $5 million surplus could be used to accelerate planned expenditures or capital projects that are currently programmed for future fiscal years. He suggested this approach could help address some of the Town's identified operational and infrastructure needs sooner.

Director Hoffman said staff typically performs a more detailed financial projection later in the fiscal year as additional revenue information becomes available and departments refine their spending plans. She explained that staff reviews whether equipment purchases or other necessary expenditures planned for future budgets can be advanced, and may also recommend allocating additional funding to capital projects. She noted that staff may return to Council later in the fiscal year with recommendations for these adjustments if appropriate.

Town Manager Vosburg said that while advancing equipment purchases or capital needs may not significantly change the overall financial forecast, the Town has already begun addressing identified organizational needs. He noted that Council approved several new General Fund positions at the previous meeting as part of those ongoing efforts.

Councilmember Zegerman said that advancing expenditures would affect the financial forecast but suggested using available resources to address pressing operational needs sooner. As an example, he referenced previously identified Police Department vehicle needs and asked whether purchasing some replacement vehicles ahead of schedule could help the Town stay current with equipment needs and reduce future funding pressures.

[SLIDE 16]



Water Sewer Fund Budget to Actual – 12/31/2025

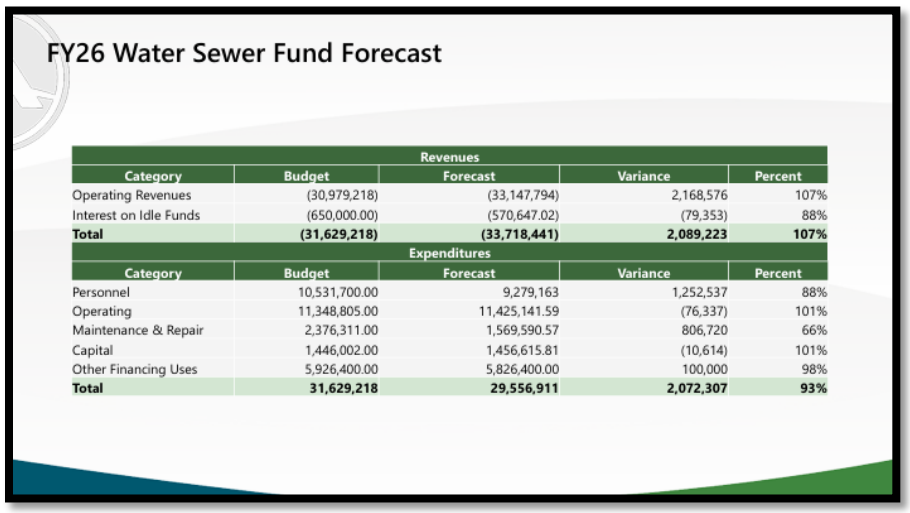
Revenues					
Category	Budget	Actuals	Pct	Prior Year	Pct from PY
Operating Revenues	$ (30,979,218)	$ (10,352,680)	33%	$ (14,803,537)	-30%
Interest on Idle Funds	$ (650,000)	$ (332,877)	51%	$ (400,203)	-17%
Total	**$ (31,629,218.00)**	**$ (10,685,557)**	**34%**	**$ (15,203,739)**	-30%
Expenditures					
Category	Budget	Actual	Percent	Prior Year	Pct from PY
Personnel	$ 10,531,700	$ 4,426,531	42%	$ 4,268,657	4%
Operating	$ 11,348,805	$ 2,019,561	18%	$ 3,595,810	-44%
Maintenance &Repair	$ 2,376,311	$ 669,833	28%	$ 480,673	39%
Capital	$ 1,446,002	$ 778,515	54%	$ 380,370	105%
Other Financing Uses	$ 5,926,400	$ 5,826,400	98%	$ 5,444,800	7%
Total	**$ 31,629,218.00**	**$ 13,720,840**	**43%**	**$ 14,170,311**	-3%

Mayor Pro-Tempore Mahaffey said that some of the previously discussed operating needs appeared to be reasonable priorities. He noted that the operating revenue projections stood out to him and suggested that addressing certain operational needs with available revenues may be an appropriate consideration.

Director Griffin said that the variance was primarily a timing issue, particularly following the implementation of the Town's new ERP system. He noted that maintenance expenditures were currently lower than projected and that certain purchases for resale within the Water and Sewer Fund had not yet occurred, contributing to the variance in operating expenses.

Director Jacobs said Town of Cary bills Town of Apex quarterly which causes a delay in the budget numbers.

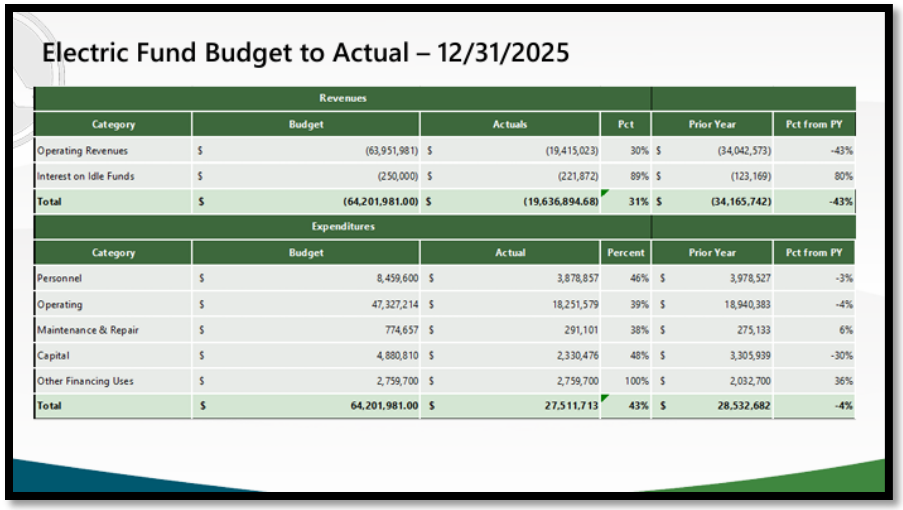
[SLIDE 17]



FY26 Water Sewer Fund Forecast

Revenues				
Category	Budget	Forecast	Variance	Percent
Operating Revenues	(30,979,218)	(33,147,794)	2,168,576	107%
Interest on Idle Funds	(650,000.00)	(570,647.02)	(79,353)	88%
Total	**(31,629,218)**	**(33,718,441)**	**2,089,223**	**107%**
Expenditures				
Category	Budget	Forecast	Variance	Percent
Personnel	10,531,700.00	9,279,163	1,252,537	88%
Operating	11,348,805.00	11,425,141.59	(76,337)	101%
Maintenance & Repair	2,376,311.00	1,569,590.57	806,720	66%
Capital	1,446,002.00	1,456,615.81	(10,614)	101%
Other Financing Uses	5,926,400.00	5,826,400.00	100,000	98%
Total	**31,629,218**	**29,556,911**	**2,072,307**	**93%**

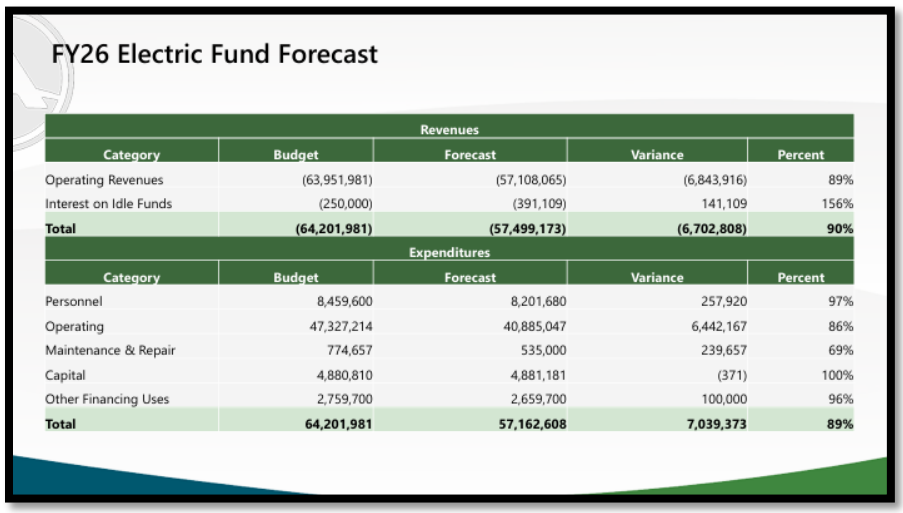
[SLIDE 18]



Electric Fund Budget to Actual – 12/31/2025

Revenues						
Category	Budget	Actuals	Pct	Prior Year	Pct from PY
Operating Revenues	$ (63,951,981)	$ (19,415,023)	30%	$ (34,042,573)	-43%
Interest on Idle Funds	$ (250,000)	$ (221,872)	89%	$ (123,169)	80%
Total	**$ (64,201,981.00)**	**$ (19,636,894.68)**	**31%**	**$ (34,165,742)**	**-43%**
Expenditures					
Category	Budget	Actual	Percent	Prior Year	Pct from PY
Personnel	$ 8,459,600	$ 3,878,857	46%	$ 3,978,527	-3%
Operating	$ 47,327,214	$ 18,251,579	39%	$ 18,940,383	-4%
Maintenance & Repair	$ 774,657	$ 291,101	38%	$ 275,133	6%
Capital	$ 4,880,810	$ 2,330,476	48%	$ 3,305,939	-30%
Other Financing Uses	$ 2,759,700	$ 2,759,700	100%	$ 2,032,700	36%
Total	**$ 64,201,981.00**	**$ 27,511,713**	**43%**	**$ 28,532,682**	**-4%**

[SLIDE 19]



FY26 Electric Fund Forecast

Revenues				
Category	Budget	Forecast	Variance	Percent
Operating Revenues	(63,951,981)	(57,108,065)	(6,843,916)	89%
Interest on Idle Funds	(250,000)	(391,109)	141,109	156%
Total	**(64,201,981)**	**(57,499,173)**	**(6,702,808)**	**90%**
Expenditures				
Category	Budget	Forecast	Variance	Percent
Personnel	8,459,600	8,201,680	257,920	97%
Operating	47,327,214	40,885,047	6,442,167	86%
Maintenance & Repair	774,657	535,000	239,657	69%
Capital	4,880,810	4,881,181	(371)	100%
Other Financing Uses	2,759,700	2,659,700	100,000	96%
Total	**64,201,981**	**57,162,608**	**7,039,373**	**89%**

Councilmember Zegerman asked why operating revenue was trending lower and whether the decrease was related to a significant amount of outstanding accounts receivable that had not yet been collected. He noted that while accounts receivable may temporarily impact the numbers, the Town ultimately needs to collect those funds, and asked whether staff anticipated resolving the outstanding balances or if there were other factors contributing to the lower revenue trend.

Director Hoffman said that the current revenue projection is based on actual collection trends to date, as the Town does not currently have policies in place to ensure collection of all outstanding accounts receivable. She noted that, based on current collection patterns, residential revenues are projected to come in approximately $9 million below budget, while commercial revenues are performing and are expected to meet projections.

Councilmember Zegerman asked for clarification on the methodology used for the General Fund Forecast, specifically whether the projection represented a cash flow forecast or another type of financial accounting method. He asked staff to explain how the figures were being calculated and presented.

Director Griffin explained that actual operating revenues are based on billing activity, and noted that the forecast can fluctuate due to seasonal trends. He said that revenues may increase as the Town approaches the summer months, making projections more challenging

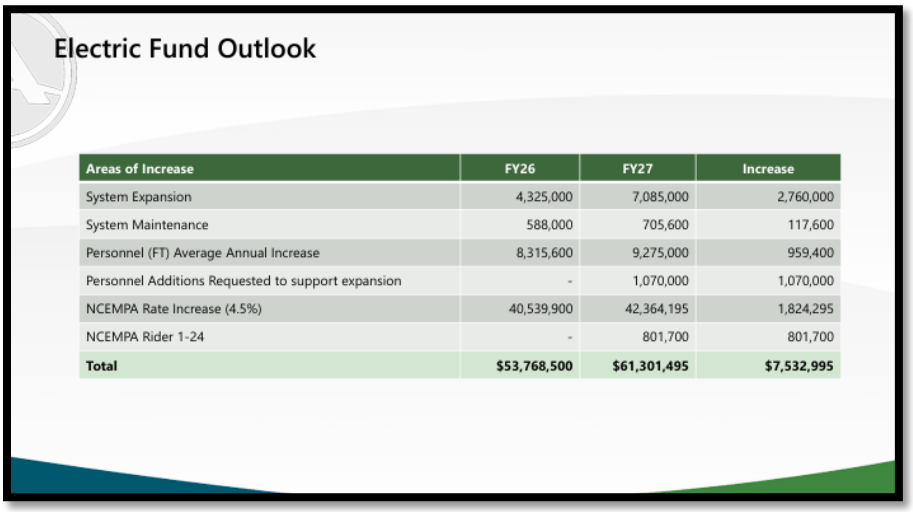
when estimating future billing activity earlier in the fiscal year. He noted that forecasting revenues in December and January can create uncertainty because actual billings later in the year may increase significantly and impact the overall projection.

Town Manager Vosburg said Director Griffin is doing a presentation tomorrow on uncollected debt on the electric side.

Councilmember Mahaffey the significance of the projected expenditure savings, pointing out that the General Fund expenditure budget is approximately $64 million and the current projection reflects being under budget by nearly $7 million. He emphasized that this represents a substantial variance of more than 10% of the overall budget and warrants further consideration.

Councilmember Zegerman that unspent funds also represent resources that are not being used to address identified needs and may contribute to additional backlogs in the future. He suggested continuing the discussion regarding outstanding collections at tomorrow's meeting.

[SLIDE 20]



Areas of Increase	FY26	FY27	Increase
System Expansion	4,325,000	7,085,000	2,760,000
System Maintenance	588,000	705,600	117,600
Personnel (FT) Average Annual Increase	8,315,600	9,275,000	959,400
Personnel Additions Requested to support expansion	-	1,070,000	1,070,000
NCEMPA Rate Increase (4.5%)	40,539,900	42,364,195	1,824,295
NCEMPA Rider 1-24	-	801,700	801,700
Total	**$53,768,500**	**$61,301,495**	**$7,532,995**

Mayor Pro-Tempore Mahaffey asked about the extent to which the projected revenue variance is offset by connection fees, specifically regarding water capacity and electric connection fees. He sought clarification on how much of the revenue impact is related to these connection-related revenues.

Assistant Town Manager Stone explained that utility expansion typically occurs when the Town extends infrastructure to serve new development areas, such as extending lines across roads or into new neighborhoods. He noted that once infrastructure reaches a neighborhood, the developer is responsible for underground utility installation. He explained that the Town previously adjusted its fees because they were not fully covering costs and has since increased them to better align with actual expenses. He added that the Electric Department reviews these rates annually to ensure future fees remain sufficient to cover the Town's costs for underground utility work. He clarified that connection fees do not cover all system expansion costs, noting that when serving a large development requires significant infrastructure improvements, such as extending utilities several miles or completing a substation upgrade, those costs are not fully borne by the development and must be recovered by the utility system.

Mayor Pro-Tempore Mahaffey asked whether the Town charges a one-time fee when a development initially connects to the system to help address the costs associated with serving new development.

Assistant Town Manager Stone said no, sir.

Mayor Pro-Tempore Mahaffey asked if any authorization in place that would allow the Town to choose not to ap0ply or collect such a fee.

Assistant Town Manager Stone said that if the Town were to implement such a fee structure, customers would likely choose the alternative option whenever possible, which could impact the effectiveness of the approach.

Councilmember Zegerman said that the slide appeared to combine capital and operating expenses, and questioned whether the expansion-related costs should be categorized separately since they represent capital expenditures.

Director Hoffman that while the expansion may be reflected within the operating fund for forecasting purposes, the funding source would still come from the Electric Fund. She explained that the related assets, such as a $3 million capital investment, would be accounted for as capital expenditures.

Councilmember Zegerman said that from an accounting perspective, the impact of the capital investment would primarily be reflected through depreciation expenses, with the estimated $2.7–$2.8 million cost being allocated over multiple years rather than recognized entirely in a single year.

Mayor Pro-Tempore Mahaffey said this is not an educated guess that this is an average annual estimate.

Director Hoffman confirmed that the project is included in the Capital Improvement Program (CIP) as a four-year project with approximately $4 million allocated each year.

Mayor Pro-Tempore Mahaffey said the projected shortfall in the upcoming years, including FY28, would eventually be addressed through future rate adjustments as additional connections and growth occur.

Town Manager Vosburg reiterated the importance of understanding the projected figure and the percentage impact being discussed.

Councilmember Zegerman said the projected amount was consistent with the approximately $7.5 million variance discussed previously. He stated that the difference appears to be within the range of the Town's current planning assumptions, but cautioned that lower revenues and lower expenditures in the current year could make the FY2027 outlook appear more concerning.

Director Hoffman said clarified that the projected increase is compared to the adopted budget, not the current year's projected ending position. She noted that the current year shortfall would result in approximately 60 days of cash on hand.

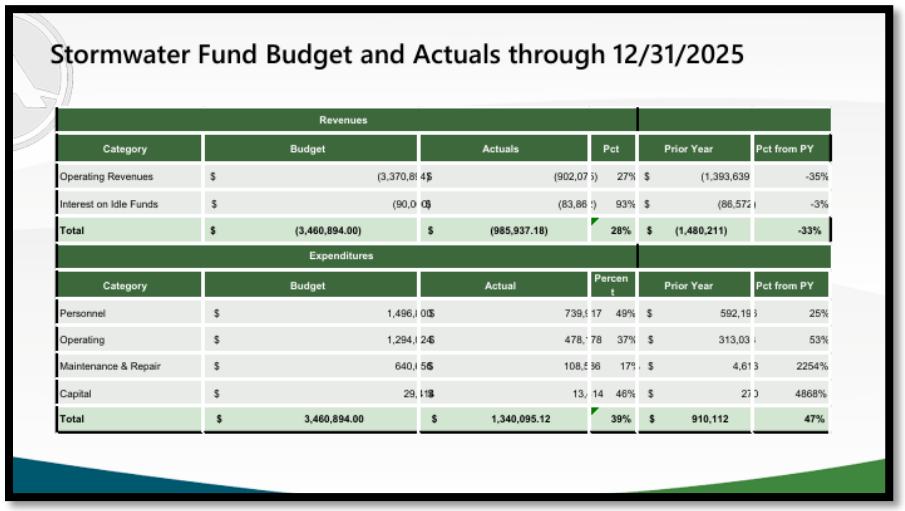
Councilmember Reese asked about the "average annual increase" category and whether the projected 11.5% increase represented a standard or typical annual increase.

Director Hoffman said that the projected average annual increase is based on historical trends in personnel costs over the past five years. She noted that the Town has typically implemented a 2% market adjustment along with a 3% to 4% average merit increase, resulting in individual employee increases generally ranging from approximately 2% to 5%. She added that increases in medical expenses, which exceeded 15% in the most recent year, as well as retirement costs, have also contributed to the overall personnel cost increases reflected in the projection.

Councilmember Reese asked that this projected increase is not just wages.

Director Hoffman confirmed that it was not just wages.

[SLIDE 21]

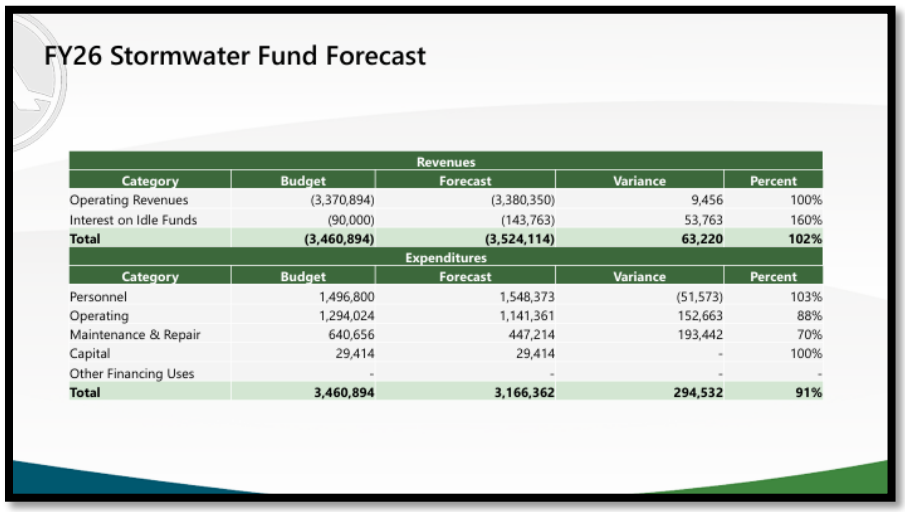


Stormwater Fund Budget and Actuals through 12/31/2025

Revenues					
Category	Budget	Actuals	Pct	Prior Year	Pct from PY
Operating Revenues	$ (3,370,8	(902,07	27%	$ (1,393,639	-35%
Interest on Idle Funds	$ (90,0	(83,86	93%	$ (86,572	-3%
Total	**$ (3,460,894.00)**	**$ (985,937.18)**	**28%**	**$ (1,480,211)**	**-33%**

Expenditures					
Category	Budget	Actual	Percent	Prior Year	Pct from PY
Personnel	$ 1,496,8	739,5	49%	$ 592,19	25%
Operating	$ 1,294,0	478,7	37%	$ 313,03	53%
Maintenance & Repair	$ 640,6	108,5	17%	$ 4,61	2254%
Capital	$ 29,4	13,1	46%	$ 27	4868%
Total	**$ 3,460,894.00**	**$ 1,340,095.12**	**39%**	**$ 910,112**	**47%**

[SLIDE 22]

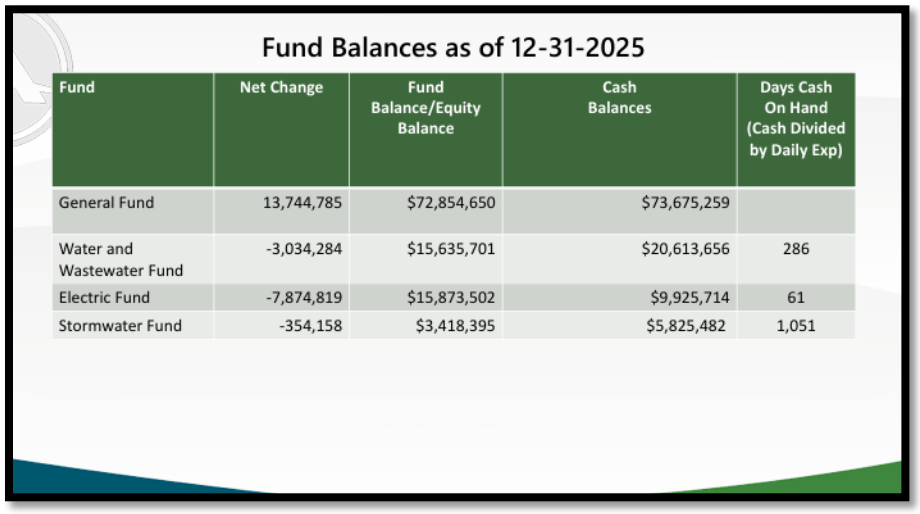


FY26 Stormwater Fund Forecast

Revenues				
Category	Budget	Forecast	Variance	Percent
Operating Revenues	(3,370,894)	(3,380,350)	9,456	100%
Interest on Idle Funds	(90,000)	(143,763)	53,763	160%
Total	**(3,460,894)**	**(3,524,114)**	**63,220**	**102%**

Expenditures				
Category	Budget	Forecast	Variance	Percent
Personnel	1,496,800	1,548,373	(51,573)	103%
Operating	1,294,024	1,141,361	152,663	88%
Maintenance & Repair	640,656	447,214	193,442	70%
Capital	29,414	29,414	-	100%
Other Financing Uses	-	-	-	-
Total	**3,460,894**	**3,166,362**	**294,532**	**91%**

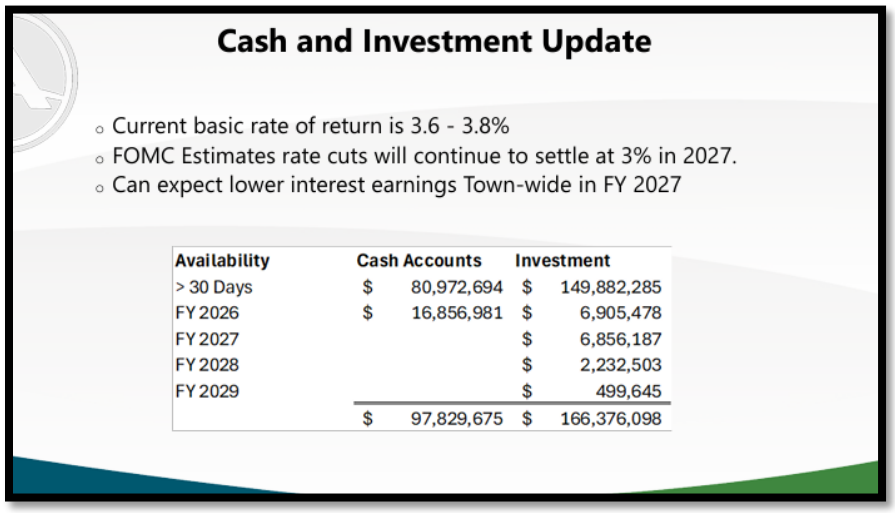
[SLIDE 23]



Fund Balances as of 12-31-2025

Fund	Net Change	Fund Balance/Equity Balance	Cash Balances	Days Cash On Hand (Cash Divided by Daily Exp)
General Fund	13,744,785	$72,854,650	$73,675,259	
Water and Wastewater Fund	-3,034,284	$15,635,701	$20,613,656	286
Electric Fund	-7,874,819	$15,873,502	$9,925,714	61
Stormwater Fund	-354,158	$3,418,395	$5,825,482	1,051

[SLIDE 24]



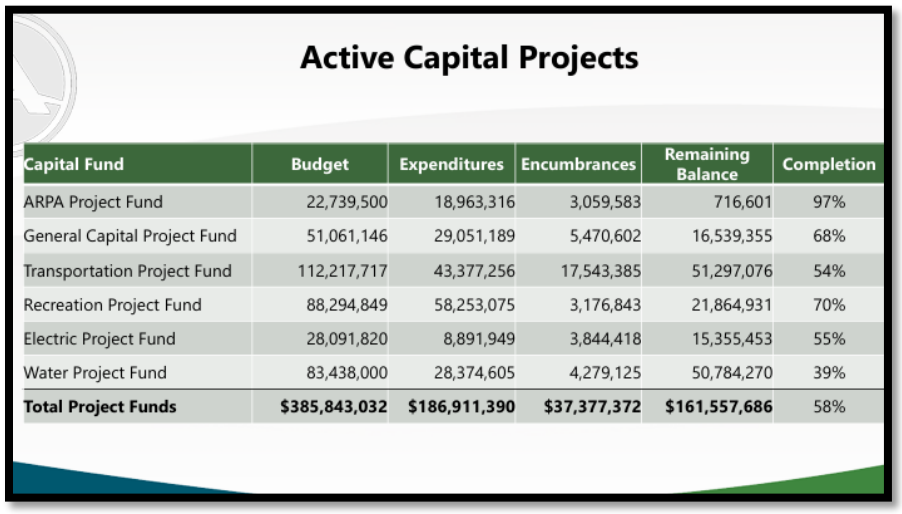
Mayor Pro-Tempore Mahaffey asked for clarification regarding the Town's investment authority, such as restricting investments to government bonds.

Director Griffin explained that the Town's investment options are limited by state law and do not include investments such as stocks or cryptocurrency. He said the Town primarily invests in fixed-income securities and other highly rated investment vehicles, including government-authorized investments and commercial paper with high credit ratings. He noted that commercial paper, such as short-term notes issued by highly rated corporations, is a common investment option for local governments.

Councilmember Mu asked about mutual fonds.

Director Griffin said there are certain mutual funds; however, those funds are limited to investing in government-backed and other authorized fixed-income.

[SLIDE 25]

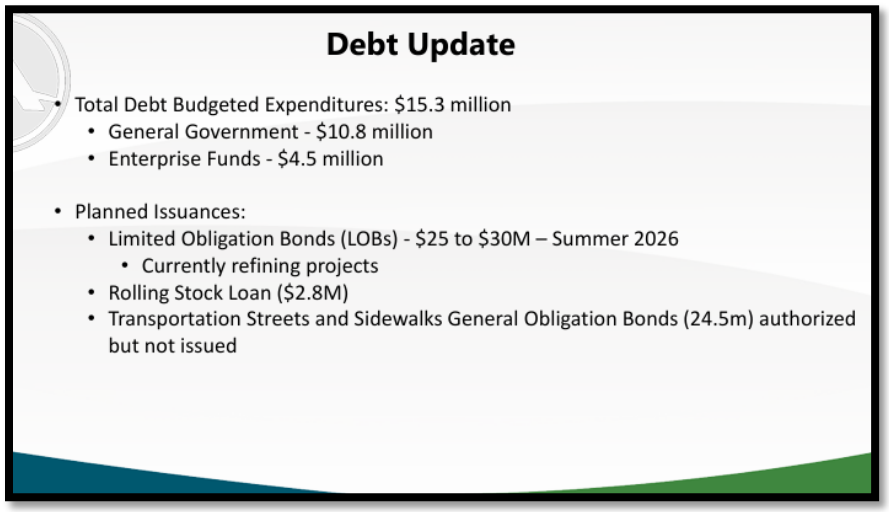


Councilmember Zegerman asked if these are all the projects funded.

Director Hoffman that the report provides a current snapshot of all authorized capital projects. She said the report identifies each project's authorized budget, expenditures to

date, funds currently encumbered through contracts, the remaining available balance, and the percentage of the budget that has been expended.

[SLIDE 26]



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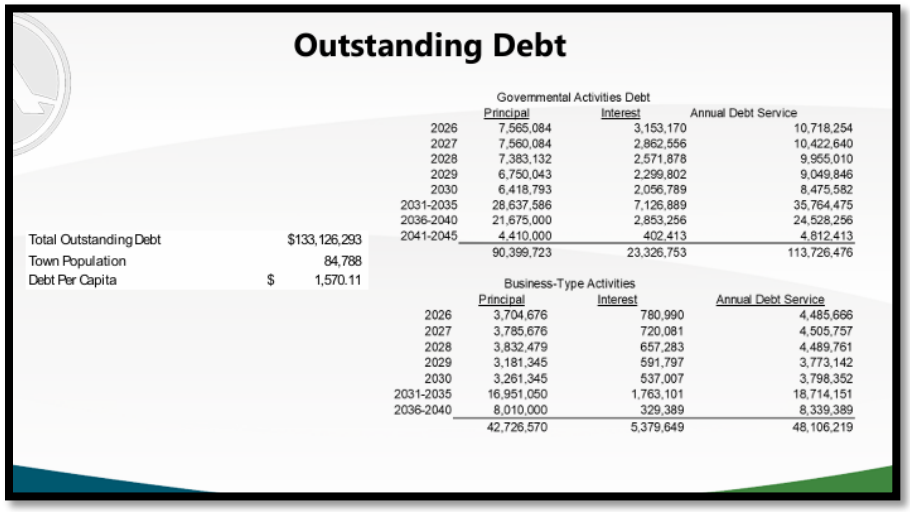

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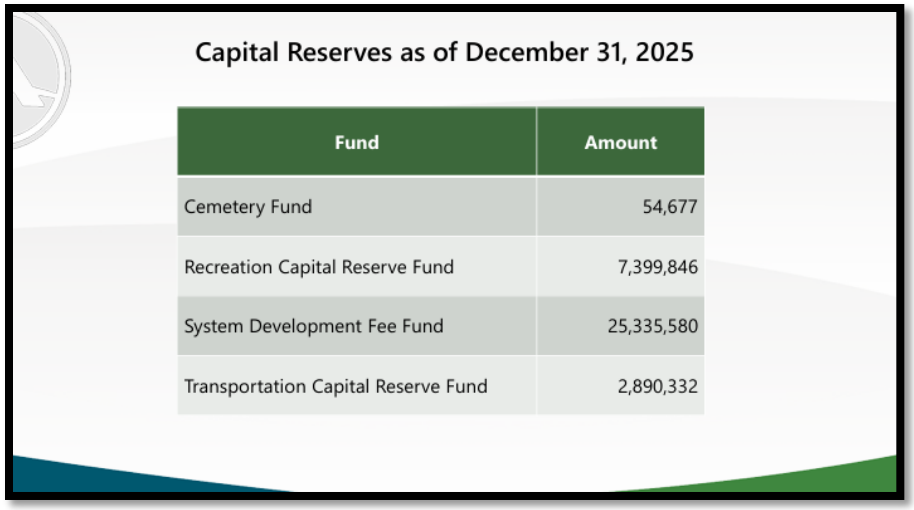


Councilmember Mu asked for more detail of the Cemetery Fund.

Director Griffin explained that the Town maintains a permanent fund for the operation of plots, with proceeds from the sale of plots deposited into the fund and available to support future improvements and expansion of the Columbarium Facility.

Attorney Hohe said the Town can only use cemetery funds for cemetery purposes.

[SLIDE 29]



Councilmember Mahaffey asked how the Community Investment Fund is reflected in the Town's financial reports. He noted that, although Council had previously discussed dedicating a percentage of revenues to community investment, he did not see it identified in the presentation and asked whether it exists as a separate fund or is comprised of allocations within other Town funds.

Director Hoffman explained that the Community Investment Fund is reflected within the Town's governmental debt fund because the associated projects are financed through debt payments in accordance with the Town's debt model. She added that the fund balance presentation includes the Community Investment Fund, and that its balance is higher than the previous year because it is in its first year of implementation.

Director Griffin said the balance is $8.5 million.

Councilmember Zegerman asked if it could be broken out into a tax rate allocation.

Director Griffin explained the tax rate breakdown and explained that the percentages shown represent the respective allocations of tax revenue. He noted that as tax revenue is received, it is deposited according to those designated allocations.

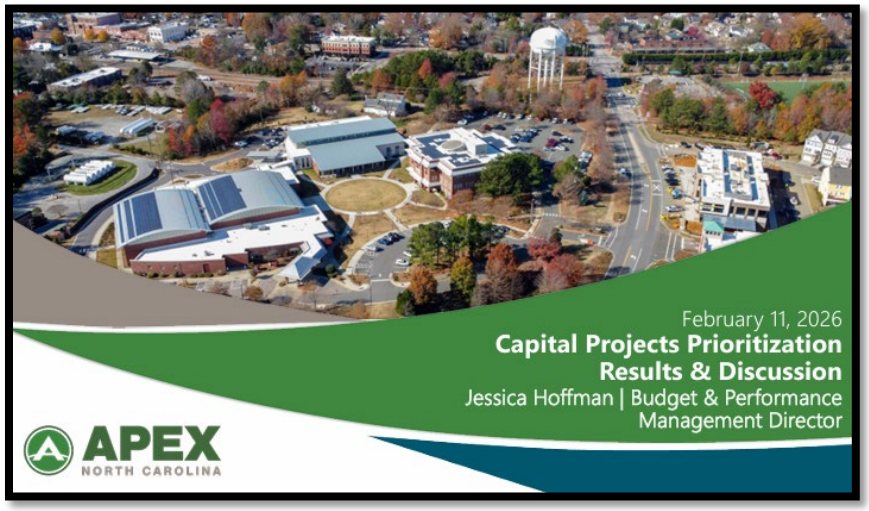
Mayor Gilbert announced a recess at **2:00 p.m**. for fifteen minutes.

Mayor Gilbert reconvened the meeting at **2:15 p.m.**

[CAPITAL PROJECTS SURVEY RESULTS]

Budget and Performance Management Department, Jessica Hoffman, presented the Capital Projects Prioritization Results.

[SLIDE 1]



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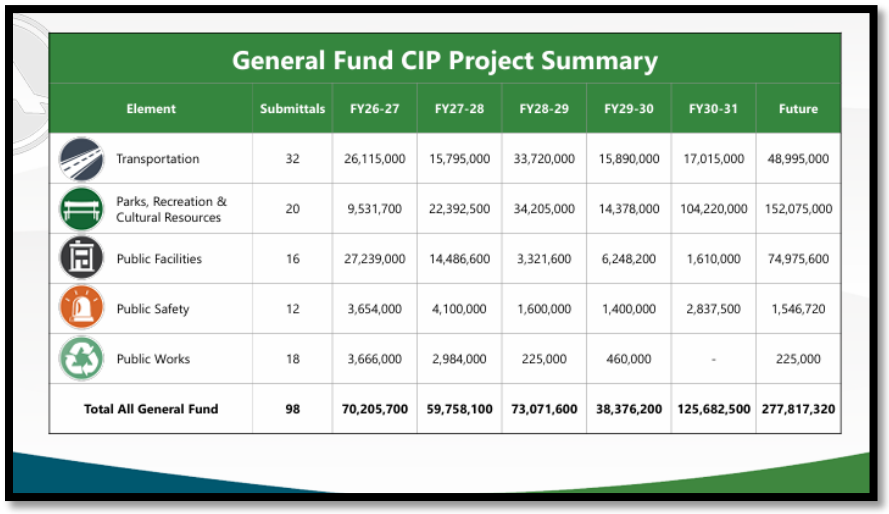
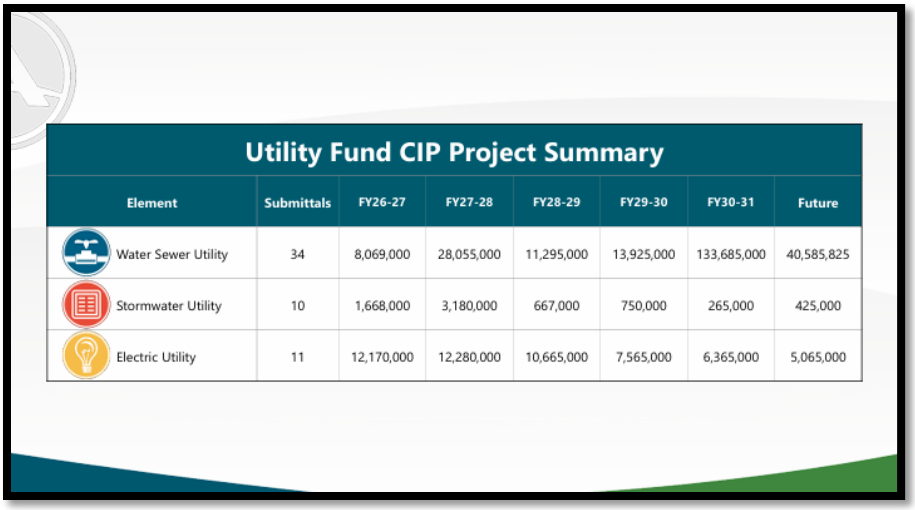


General Fund CIP Project Summary

Element	Submittals	FY26-27	FY27-28	FY28-29	FY29-30	FY30-31	Future
Transportation	32	26,115,000	15,795,000	33,720,000	15,890,000	17,015,000	48,995,000
Parks, Recreation & Cultural Resources	20	9,531,700	22,392,500	34,205,000	14,378,000	104,220,000	152,075,000
Public Facilities	16	27,239,000	14,486,600	3,321,600	6,248,200	1,610,000	74,975,600
Public Safety	12	3,654,000	4,100,000	1,600,000	1,400,000	2,837,500	1,546,720
Public Works	18	3,666,000	2,984,000	225,000	460,000	-	225,000
Total All General Fund	**98**	**70,205,700**	**59,758,100**	**73,071,600**	**38,376,200**	**125,682,500**	**277,817,320**

[SLIDE 3]



Utility Fund CIP Project Summary

Element	Submittals	FY26-27	FY27-28	FY28-29	FY29-30	FY30-31	Future
Water Sewer Utility	34	8,069,000	28,055,000	11,295,000	13,925,000	133,685,000	40,585,825
Stormwater Utility	10	1,668,000	3,180,000	667,000	750,000	265,000	425,000
Electric Utility	11	12,170,000	12,280,000	10,665,000	7,565,000	6,365,000	5,065,000

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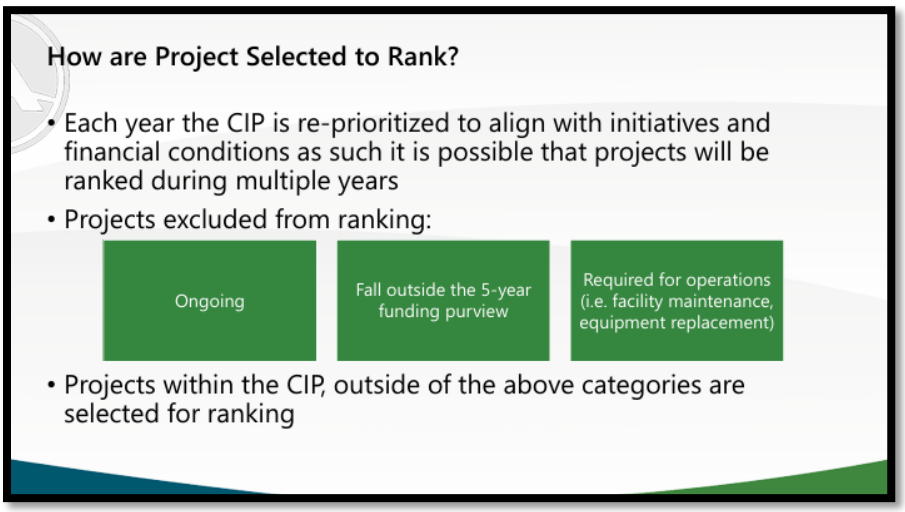

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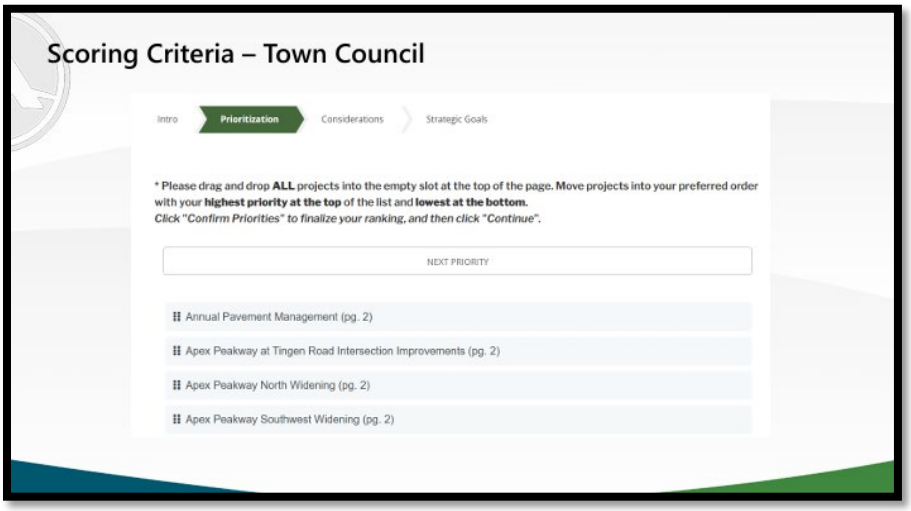

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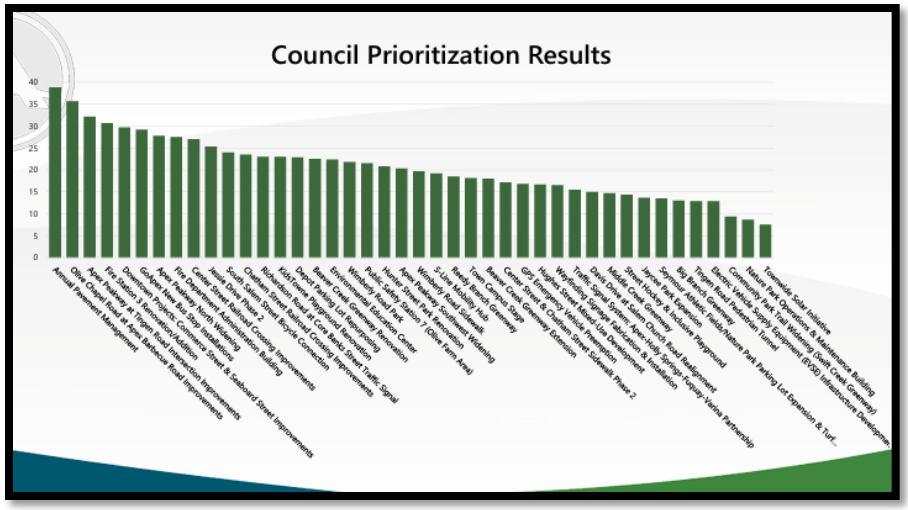

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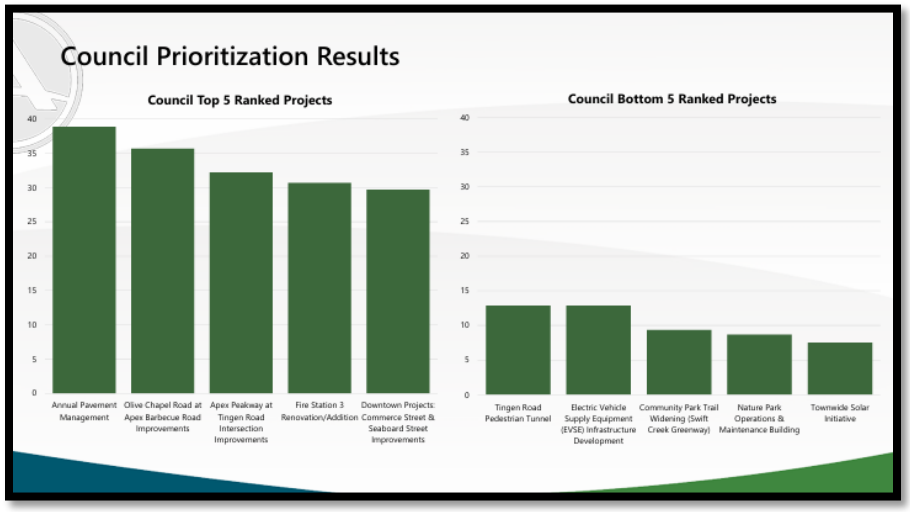

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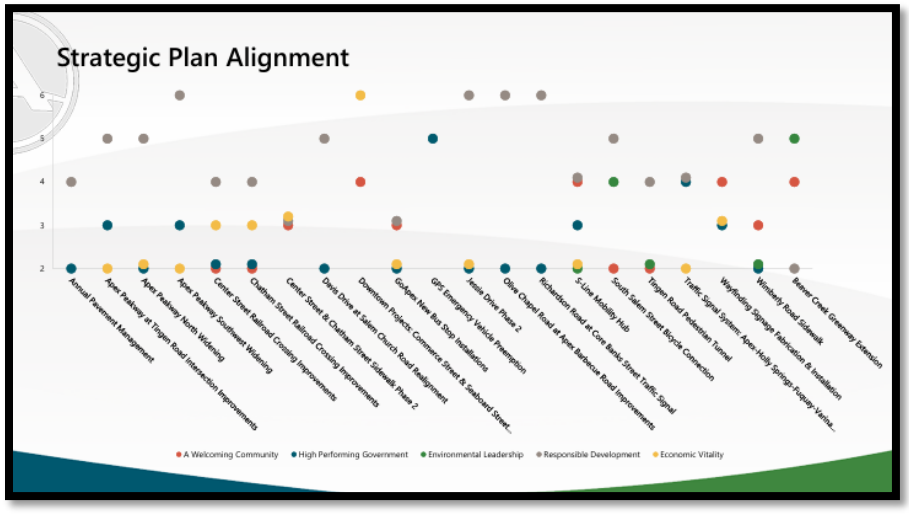

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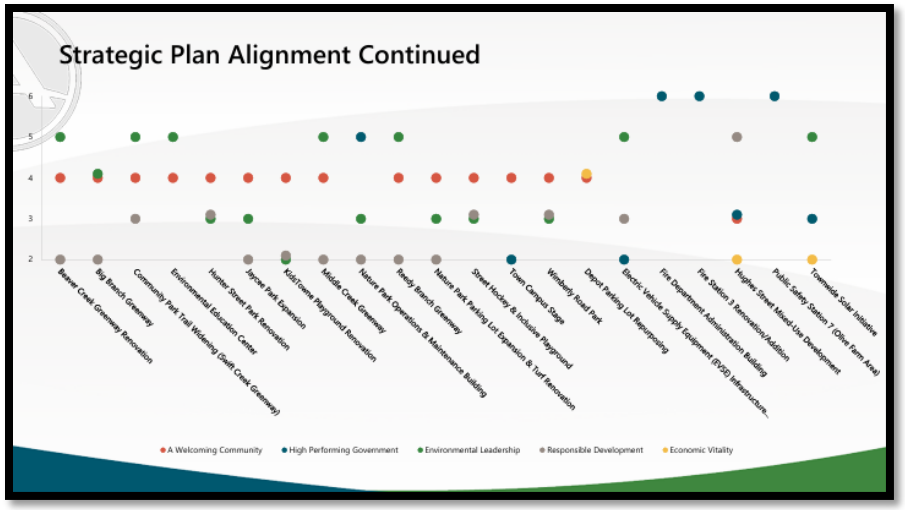

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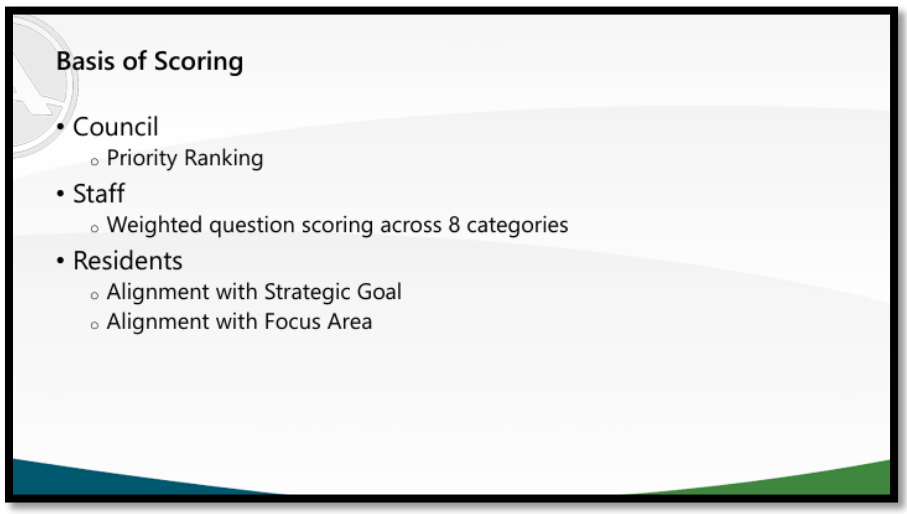

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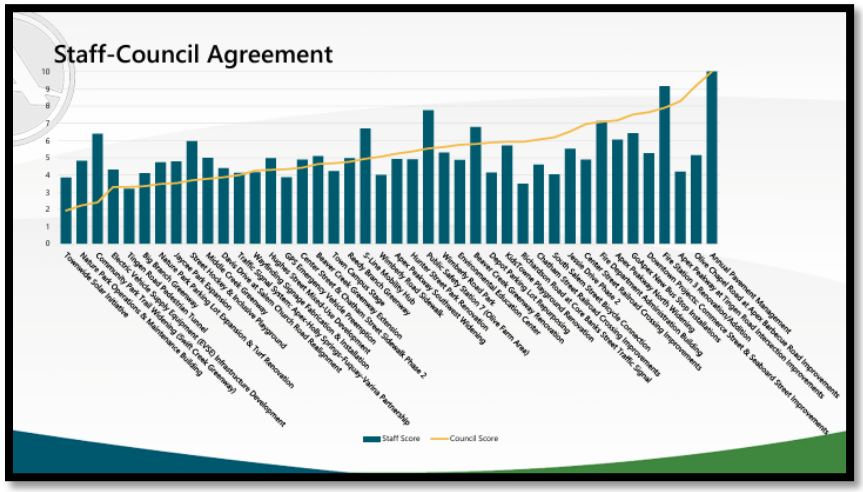

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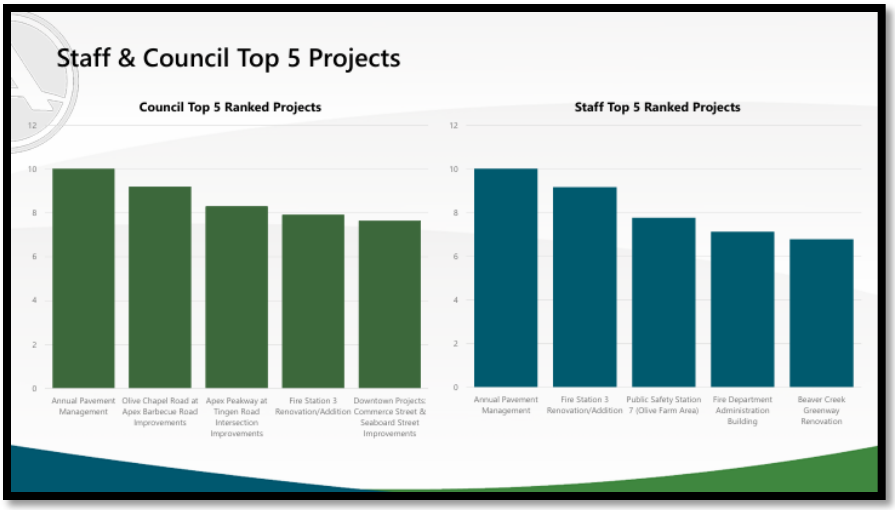

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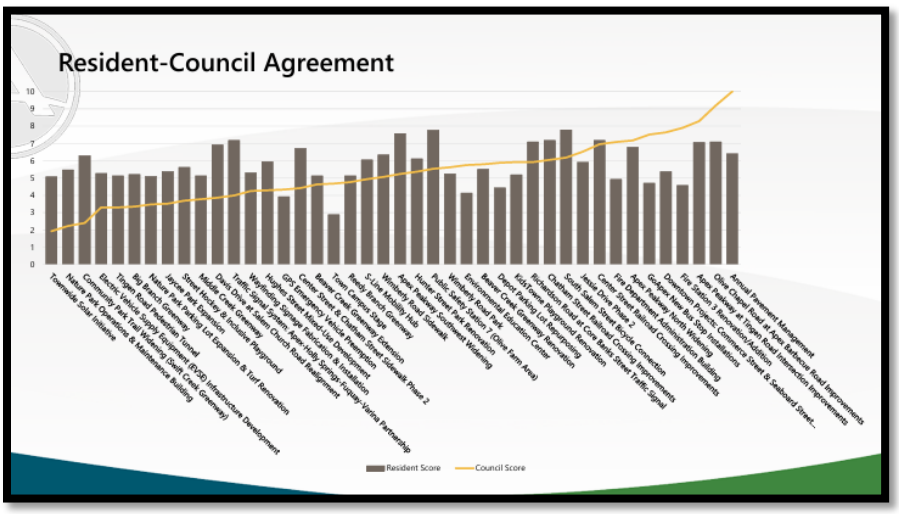

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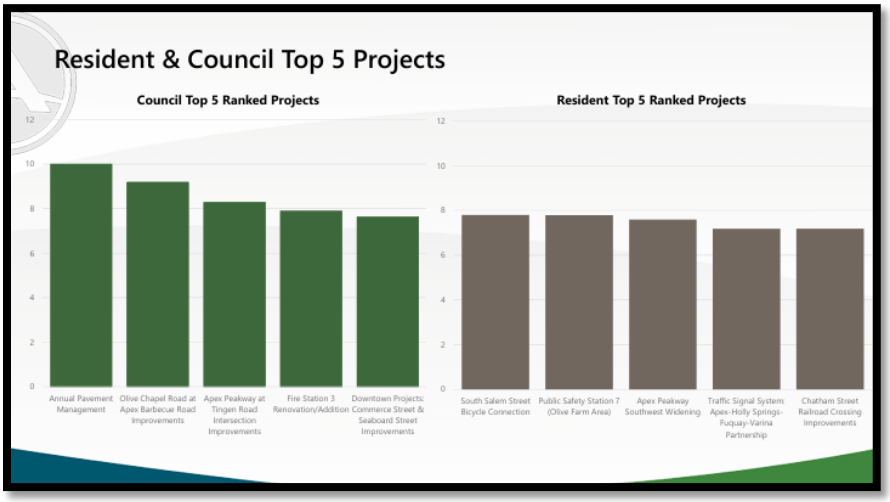

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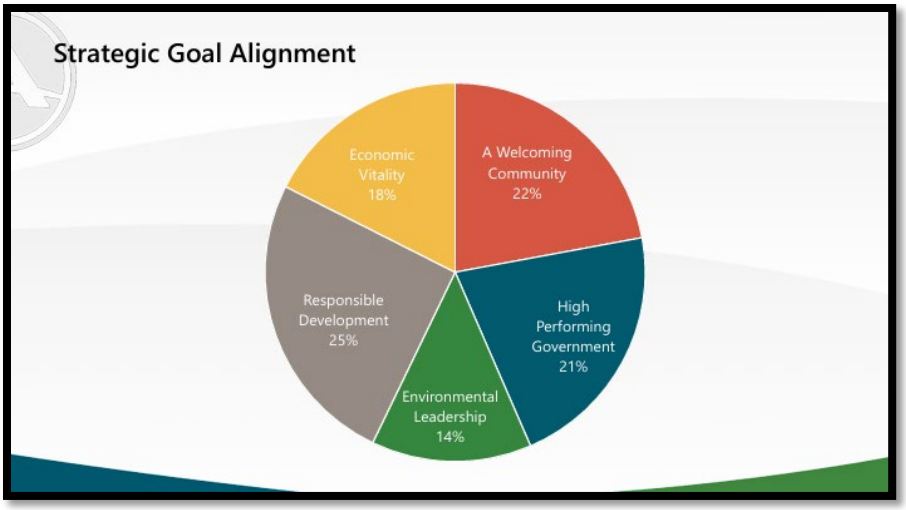

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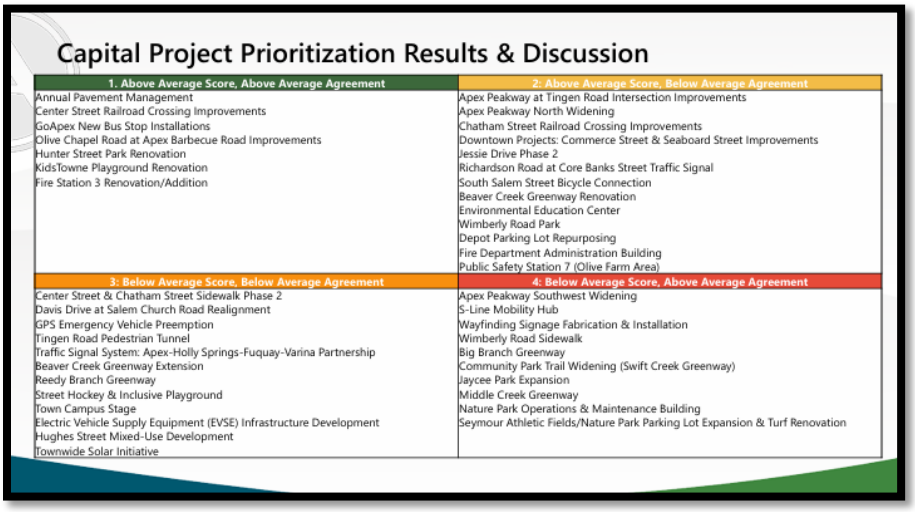
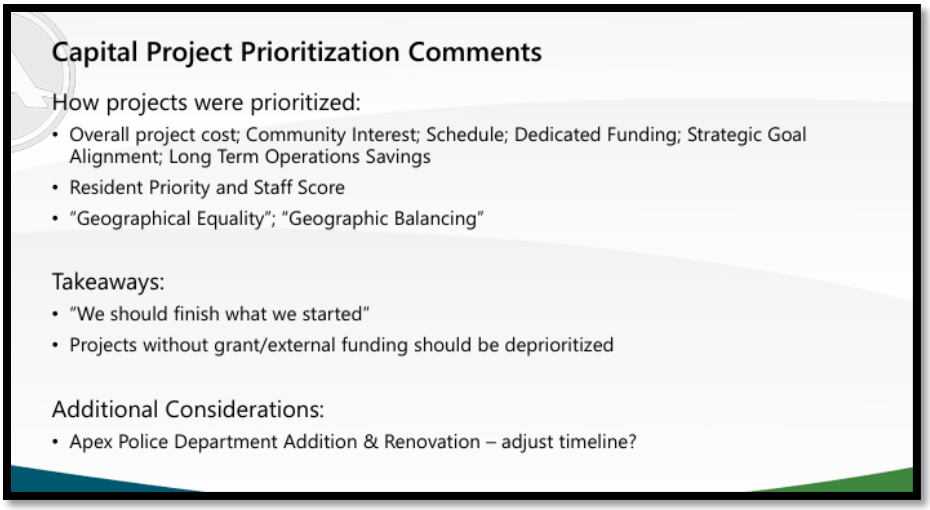


Councilmember Zegerman said that the Town has identified approximately $942 million in capital project backlog, excluding additional anticipated needs such as a new police station and other future facility projects. He stated that the Town could be facing nearly $1 billion in capital investment needs and emphasized the importance of setting realistic expectations and prioritizing available funding to ensure resources are allocated appropriately and effectively.

[SLIDE 17]



Mayor Pro-Tempore Mahaffey said the importance of leveraging available funding opportunities and pursuing projects where matching funds or outside resources can maximize the Town's investment. He noted that projects should be evaluated not only based on priority ranking, but also on opportunities to complete projects at a reduced cost through partnerships or cost-sharing opportunities.

Councilmember Zegerman said he wanted to avoid repeatedly redirecting and pausing projects that are already underway, particularly larger, multi-year initiatives. He noted that the current list of capital needs is longer than in previous years and explained that his scoring approach considered opportunities to complete lower-cost projects within a reasonable timeframe to achieve measurable progress and reduce the backlog.

Mayor Pro-Tempore Mahaffey said that an additional consideration for capital project prioritization should be identifying projects with potential future funding opportunities, such as grants or other external resources, that may become available if a project is delayed by a year or two. He suggested distinguishing between projects that may benefit from future funding opportunities and those that would likely require full Town funding, allowing Council to make more informed prioritization decisions.

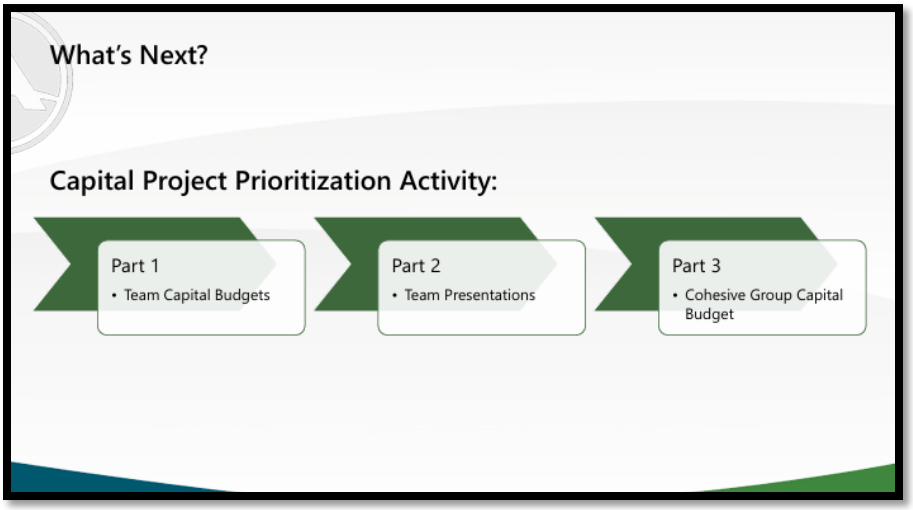
Director Hoffman said that the Town's Capital Improvement Program (CIP) typically aligns potential projects with the anticipated timing for pursuing Local Assistance and Bridgeport (LAB) funding opportunities. She noted that these potential funding sources are not reflected in the CIP because they are not guaranteed; however, the possibility of receiving outside funding is considered and is aligned with the Town's project timelines and prioritization. She agreed that identifying potential future funding opportunities is an important consideration in the prioritization process.

Councilmember Reese referenced the evaluation criteria used for project prioritization, including overall project cost, strategic goal alignment, community interest, schedule, and dedicated funding. He emphasized the importance of also considering "quick win" projects that require a lower financial investment while potentially providing a higher impact within a shorter timeframe. He noted that the capital project list represents a significant wish list and stressed the importance of prioritizing projects that demonstrate value to residents while making effective use of available funding.

Councilmember Zegerman said that his prioritization approach was not based solely on available resources, noting that some projects represent necessary investments, particularly within the utility systems. He emphasized the importance of proactively

addressing known or anticipated issues before they become larger challenges, using transportation concerns and future intersection impacts as examples. He stated that advancing projects before issues arise could help reduce future resident frustration, particularly in areas such as transportation, which continues to be a significant community concern.

[SLIDE 18]



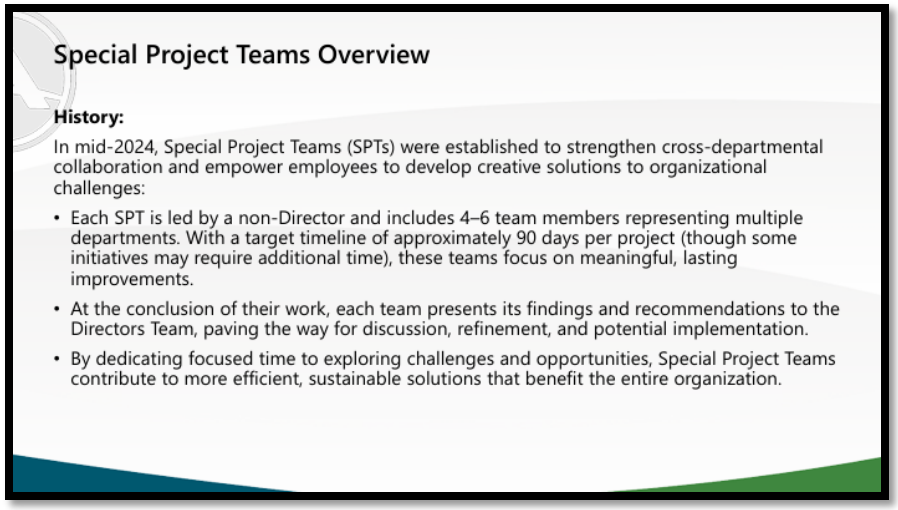
[SPECIAL PROJECTS TEAM]

Administrative Project Manager, Celeste Sherer, provided an overview of the proposed future project team, which builds upon the work of the previous special project team, and presented a high-level summary of the program.

[SLIDE 1]



[SLIDE 2]



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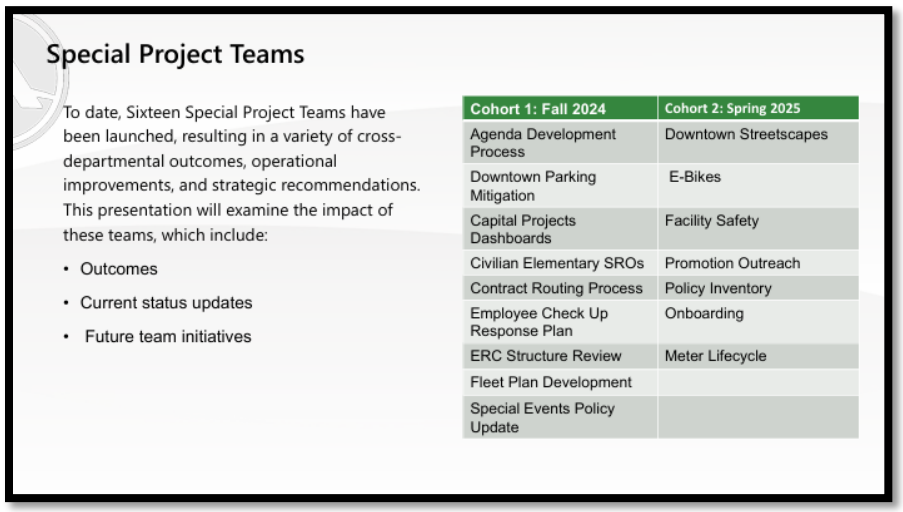

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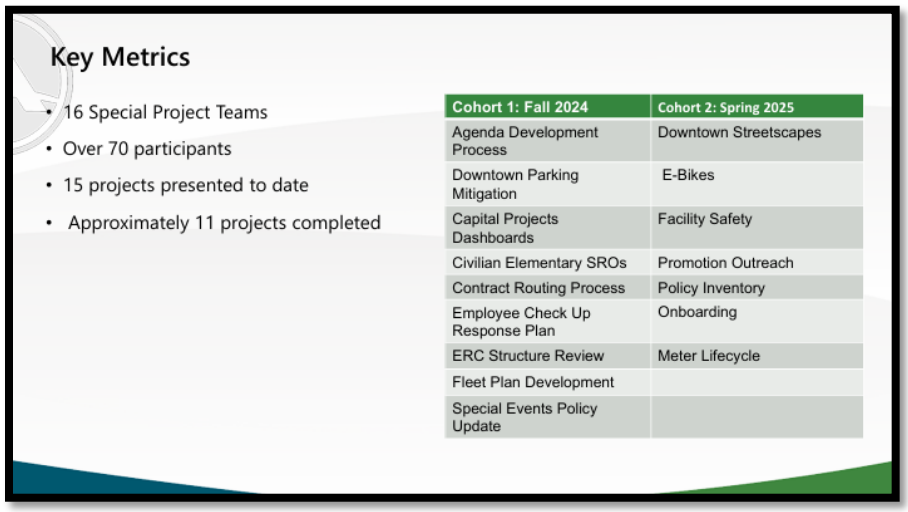

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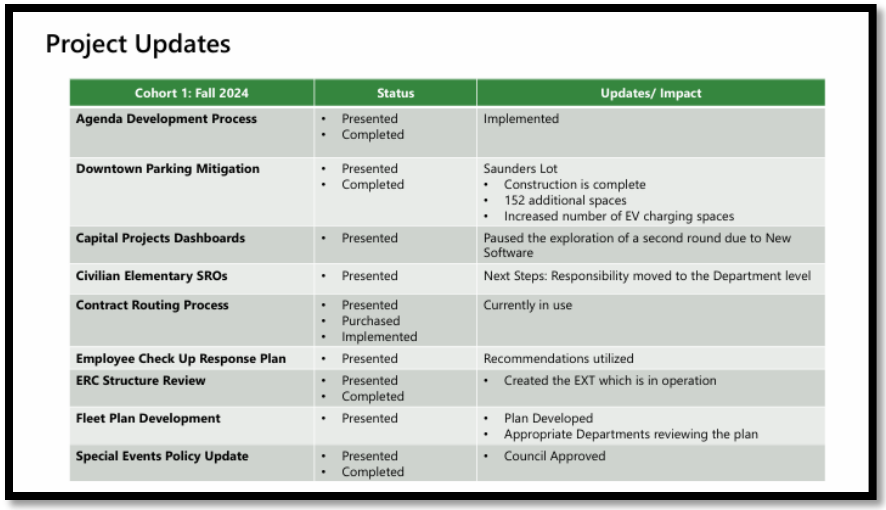
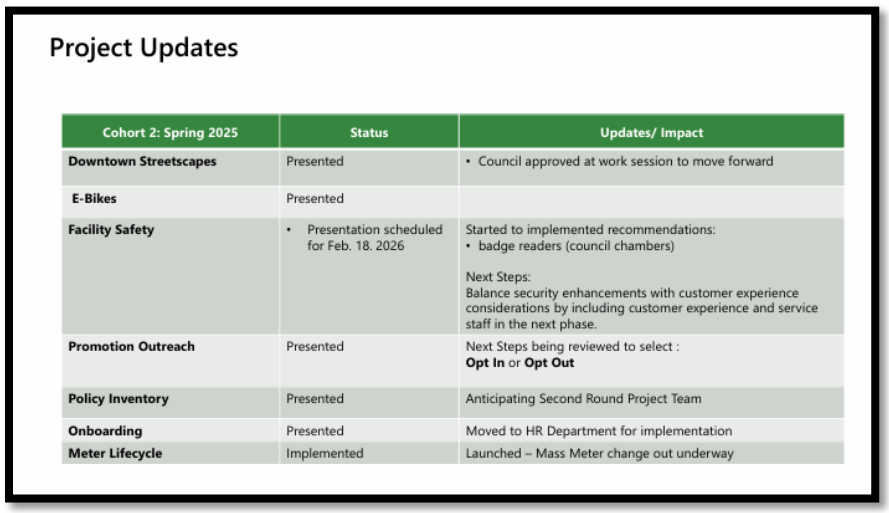


Project Updates

Cohort 1: Fall 2024	Status	Updates/ Impact
Agenda Development Process	• Presented • Completed	Implemented
Downtown Parking Mitigation	• Presented • Completed	Saunders Lot • Construction is complete • 152 additional spaces • Increased number of EV charging spaces
Capital Projects Dashboards	• Presented	Paused the exploration of a second round due to New Software
Civilian Elementary SROs	• Presented	Next Steps: Responsibility moved to the Department level
Contract Routing Process	• Presented • Purchased • Implemented	Currently in use
Employee Check Up Response Plan	• Presented	Recommendations utilized
ERC Structure Review	• Presented • Completed	• Created the EXT which is in operation
Fleet Plan Development	• Presented	• Plan Developed • Appropriate Departments reviewing the plan
Special Events Policy Update	• Presented • Completed	• Council Approved

[SLIDE 6]



Project Updates

Cohort 2: Spring 2025	Status	Updates/ Impact
Downtown Streetscapes	Presented	• Council approved at work session to move forward
E-Bikes	Presented	
Facility Safety	• Presentation scheduled for Feb. 18. 2026	Started to implemented recommendations: • badge readers (council chambers) Next Steps: Balance security enhancements with customer experience considerations by including customer experience and service staff in the next phase.
Promotion Outreach	Presented	Next Steps being reviewed to select : **Opt In** or **Opt Out**
Policy Inventory	Presented	Anticipating Second Round Project Team
Onboarding	Presented	Moved to HR Department for implementation
Meter Lifecycle	Implemented	Launched – Mass Meter change out underway

[SLIDE 7]



What's Next?

How Are Special Project Teams Selected?

Extended Leadership Team (ELT):

- Brainstorms new project ideas in small groups
- Reviews and prioritizes the list of existing project ideas

Sample of potential Spring 2026 topics

ELT Prioritized these Topics *(listed in no particular order)*	New Brainstormed Topics from ELT
Data Governance & PII Policy	Office Temp Policy
Travel Policy	Bee & Tree City Review/ Revamp
Purchasing Policy Thresholds	Development of citizen Champions to help with outreach
Cross Departmental Shadowing	Cell phone Reimbursement
Fun Committee	Personnel Policy- Quick Reference Sheets (cheat sheets)
Sustainability	AI Policy/ Training
Employee Giving/ Volunteer Committee	Meter Lifecycle
Parking Enforcement Strategy	
Process Standards – Construction Projects	

Councilmember Zegerman asked if all the topics were all generated by ELT members.

Town Manager Vosburg said that the items identified on the left side of the list were primarily carried over from previous Executive Leadership Team (ELT) discussions, while items on the right side were developed from the most recent meeting discussions with Administration.

Councilmember Zegerman asked how employees could provide suggestions and have a greater voice in identifying potential special projects. He referenced employee survey feedback and noted the importance of creating a process for staff to share ideas and identify opportunities for improvement. He provided the example of an employee recognizing a more efficient way to complete a recurring task and asked how those ideas could be incorporated into future special project initiatives.

Town Manager Vosburg said that the Town could improve how it captures and incorporates employee ideas into potential special projects. He noted that several ideas have previously surfaced through department tours and employee engagement efforts, including the concept of an internal Peak Academy, which originated through both Executive Leadership Team discussions and direct feedback from frontline staff. He explained that employees expressed interest in better understanding the work performed across departments, and noted that upcoming department tours provide an opportunity to gather additional ideas. He suggested that being more intentional about capturing employee feedback could help generate future special project initiatives.

Ms. Sherer said that she manages the broader coordination of special project teams and noted that employees are already bringing forward ideas for potential projects. She said staff will often reach out directly through email or conversations to ask whether an idea could be considered as a special project opportunity. She noted that this informal process has helped generate ideas for consideration and it's also included in the Newsletter that goes out to Staff.

Councilmember Mu asked what ERC structure was. **Ms. Sherer** said it stands for Employee Relations Committee (ERC) which was restructured to Employee Extension Team (EXT).

Town Manager Vosburg said EXT has staff multiple representation on the committee of each department including additional subcommittees.

Director McGee said that communication is a key component in engaging employees and ensuring awareness of special projects and initiatives. She noted that employees often learn about what is happening within the organization through conversations with their peers and coworkers, highlighting the importance of consistent communication across departments.

Councilmember Reese asked for a brief description of the sustainability initiative and the parking enforcement strategy.

Town Manager Vosburg explained that the initiative originated from the reduction of available spaces in the Saunders lot, which resulted in the implementation of time limits for designated downtown parking spaces. He noted that while spaces have been marked, enforcement has not occurred at the level originally anticipated. He stated that staff is evaluating whether continued enforcement is necessary given current parking availability downtown and emphasized the importance of determining whether a more restrictive approach is warranted. He added that, if the Town moves forward, additional considerations include identifying the appropriate enforcement mechanism and determining responsibilities related to collection of any associated fees. Staff is continuing to monitor parking conditions following the reduction in spaces before bringing forward potential recommendations to Council.

Councilmember Reese said sked whether the parking enforcement strategy was limited to the downtown area or if it also included other locations, such as managing parking demands at facilities like the Senior Center, where parking availability can be limited during peak times.

Town Manager Vosburg said the Town has received concerns related to street parking in various areas and that parking enforcement may need to be evaluated more broadly. He referenced concerns raised by residents in Shepherd's Vineyard and noted that staff may need to explore parking issues in locations outside of downtown as part of the overall strategy.

Councilmember Reese asked about sustainability.

Assistant Town Manager Purvis said that elements of the sustainability initiative are connected to the sustainability plan discussed previously. He noted that smaller components of the plan, including waste-related efforts and workflow improvements, could be incorporated into future initiatives.

Ms. Sherer said she will collect the topics and, pick a team lead, and develop the scope of the Special Project.

[WRAP-UP AND ADJOURNMENT]

Town Manager Vosburg provided several potential preparation items for upcoming sessions. He noted that the following day's discussion would focus on Council policies and encouraged Councilmembers to consider any potential policies they would like to bring forward, clarifying that the purpose of the discussion would be to ensure alignment on the policy development process rather than review specific policies. He also noted that Checkmate would be facilitating an exercise related to legislative priorities and encouraged Councilmembers to consider any topics they would like to discuss as potential legislative priorities. Additionally, he discussed the upcoming new initiatives discussion and stated that Christie was updating the initiatives dashboard based on the day's feedback. He explained that the dashboard would include initiatives from the previous three years and would be provided to Council in advance of Friday's discussion, where Councilmembers would have the opportunity to identify potential new initiatives and align them with the appropriate strategic plan goal areas.

Councilmember Reese asked whether Councilmembers should consider potential new initiatives across a range of scopes, including both modest and more ambitious initiatives.

Town Manager Vosburg said that the timing of the discussion was different from the typical strategic planning process because staff had delayed consideration of new initiatives until after the seating of new Councilmembers. He noted that, because the Town is close to the budget process, initiatives requiring significant funding would likely not be included in the current budget and would instead be considered for FY 2027 or future budget cycles. He added that smaller initiatives requiring fewer resources may be able to move forward sooner, while larger initiatives may require additional budget amendments or a longer implementation timeline. He noted that staff would evaluate proposed initiatives within the context of available resources and a potential one- to three-year implementation timeframe.

[ADJOURNMENT]

A **motion** was made by **Mayor Pro-Tempore Mahaffey** and second by **Councilmember Arno Zegerman** to adjourn the meeting.

Mayor Gilbert adjourned the meeting at **3:27 p.m.**

Jacques K. Gilbert
Mayor

Allen Coleman, CMC
Town Clerk to the Apex Town Council
Submitted for approval by Town Clerk Allen Coleman and approved on _____.

TOWN OF APEX
TOWN COUNCIL RETREAT DAY 2
THURSDAY, FEBRUARY 12, 2026
8:00 A.M.

The Apex Town Council met for their Annual Retreat on Thursday, February 12, 2026 at 8:00 a.m. at the Apex Town Hall located at 73 Hunter Street in Apex North Carolina.

This meeting was open to the public. Members of the public were able to attend this meeting in-person or watch online via the livestream on the Town's YouTube Channel. A link to view the recorded portions of the meeting are included below:
AM Session: https://www.youtube.com/watch?v=MqA_stjhhdI&t=14622s

[ATTENDANCE]

Elected Body
Mayor Jacques K. Gilbert (presiding)
Mayor Pro-Tempore Terry Mahaffey
Councilmember Arno Zegerman
Councilmember Edward Gray (Absent)
Councilmember Shane Reese
Councilmember Sue Mu
Absent: Councilmember Edward Gray

Town Staff
Town Manager Randy Vosburg
Deputy Town Manager Shawn Purvis
Assistant Town Manager Demetria John
Assistant Town Manager Marty Stone
Town Attorney Laurie Hohe
Town Clerk Allen Coleman
All other staff members will be identified appropriately below.

[COMMENCEMENT]

Mayor Gilbert called the meeting to order 8:06 a.m. and welcomed everyone back and was still tied up in Court today for a verdict. He said that there was great discussion in yesterday's meeting and turned the meeting over to Town Manager Randy Vosburg to begin the agenda.

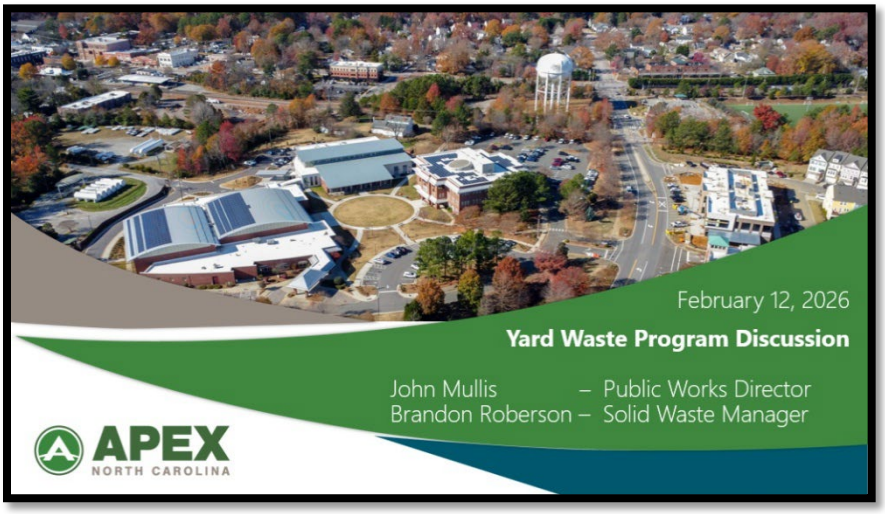
[AGENDA REVIEW]

Town Manager Randy Vosburg thanked everyone for showing up for day 2. He said there is a busy agenda with a lot of diverse topics and he turned the meeting over to Director of Public Works, John Mullis for the Yard Waste Program Discussion.

[YARD WASTE PROGRAM DISCUSSION]

Director of Public Works, John Mullis, thanked the Mayor and Council Members for the opportunity to give the presentation and introduced Solid Waste Manager, Brandon Roberson, who will be giving part of the presentation. He said that the material being presented was direct guidance from Council from previous Work Sessions and will be providing updates on efficiency of the Town's current yard waste program and changes recommended to discuss results of pile sizes per the neighborhood, ordinance revisions, program cost analysis, fee structure, and the capitalization model for full transition to a curbside collection program. He said this was a two-year effort involving 25 staff to put this program together and thanked all that helped.

[SLIDE NO. 1]



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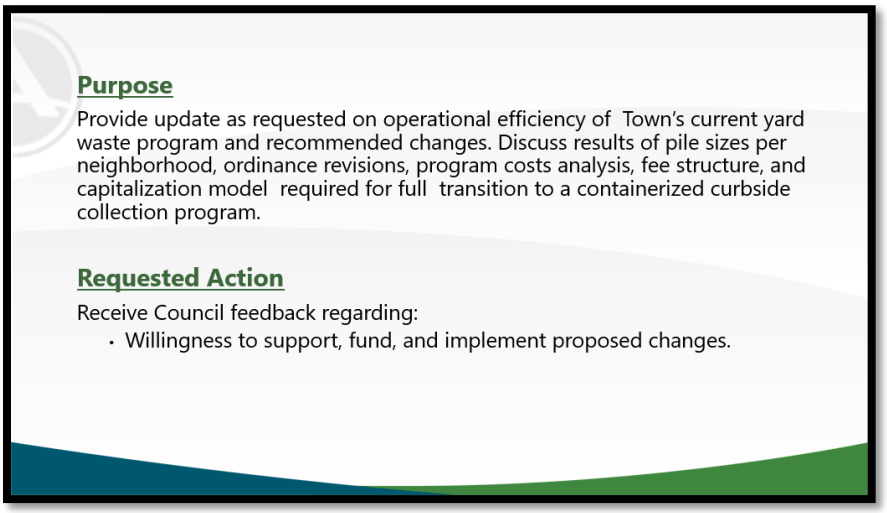

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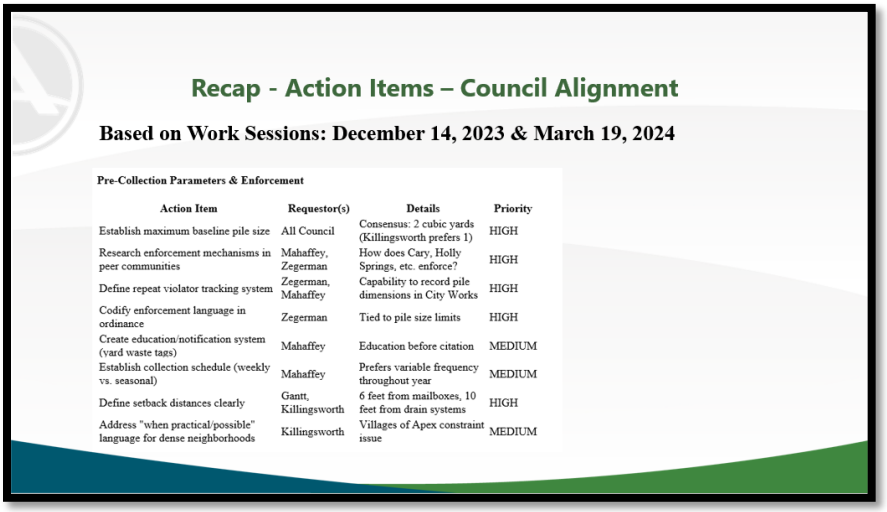

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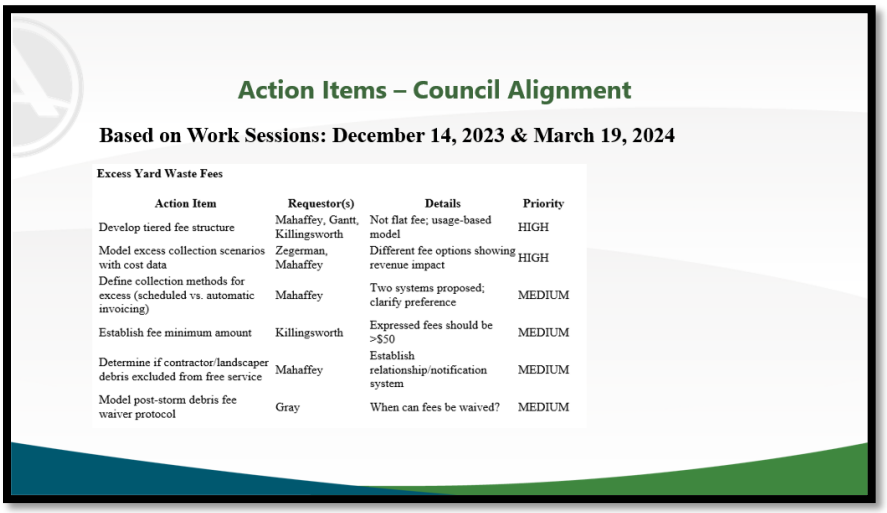

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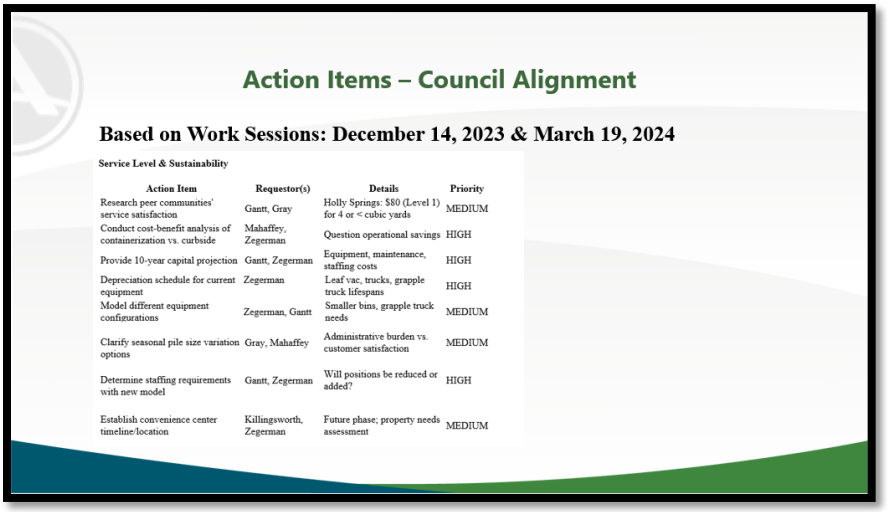

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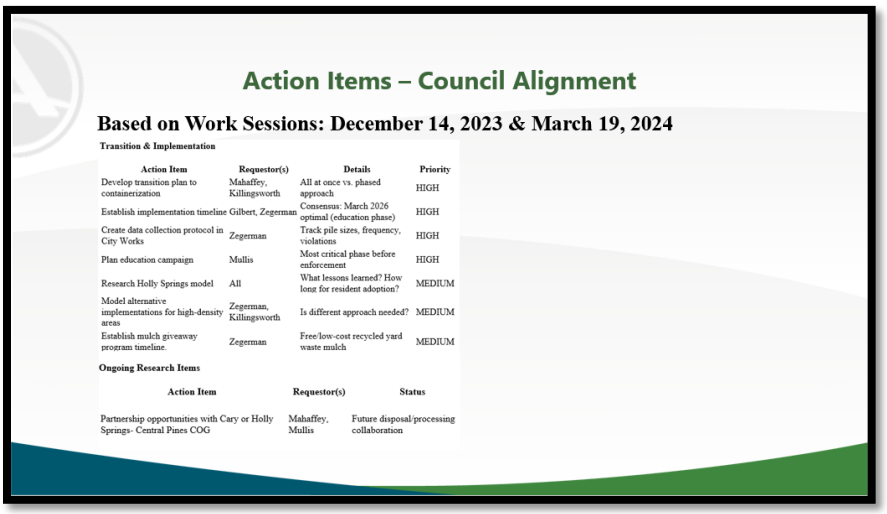

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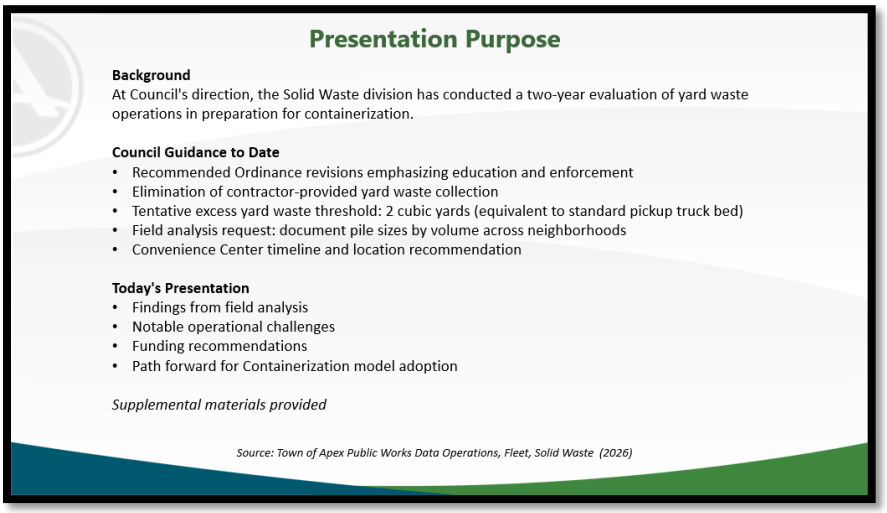

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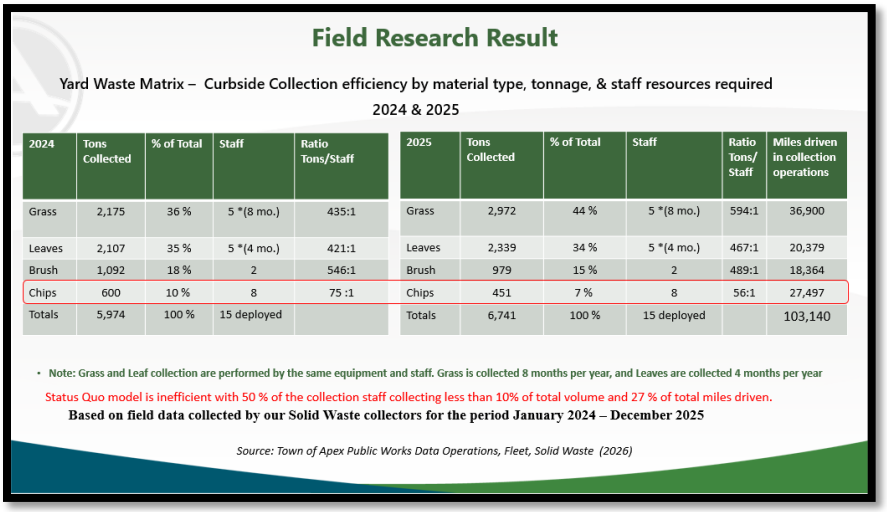

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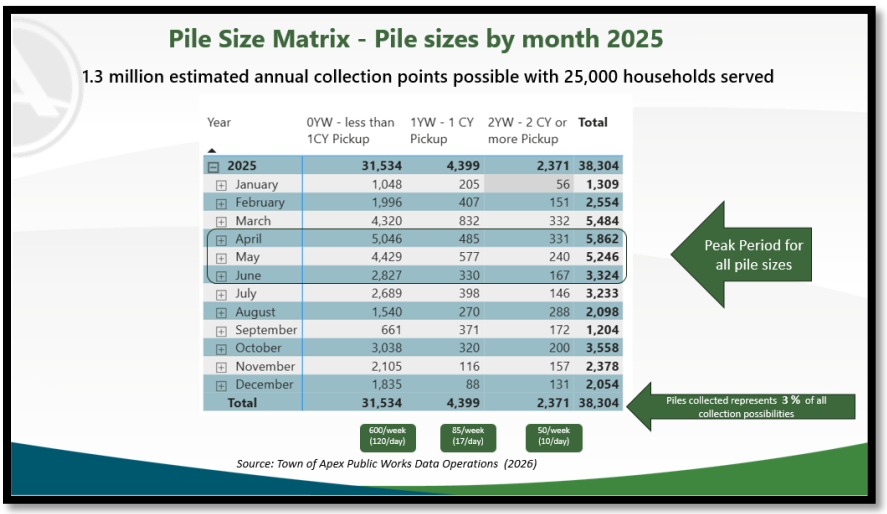

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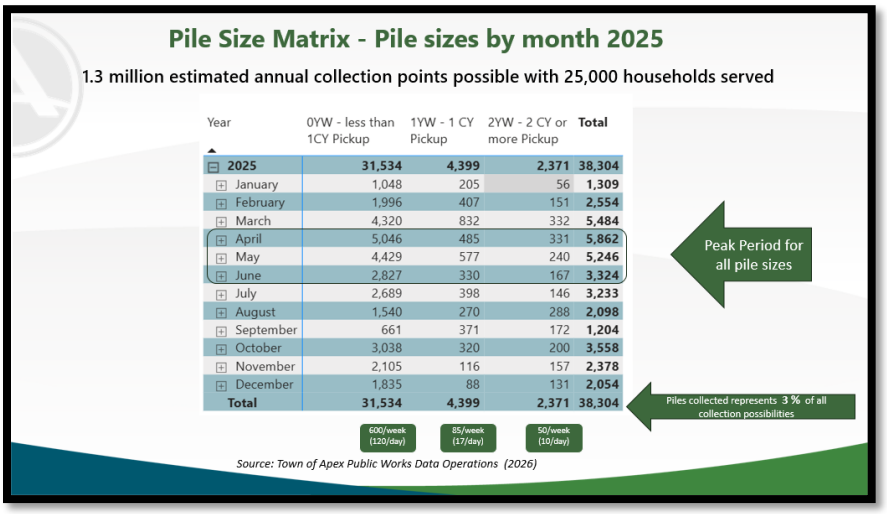
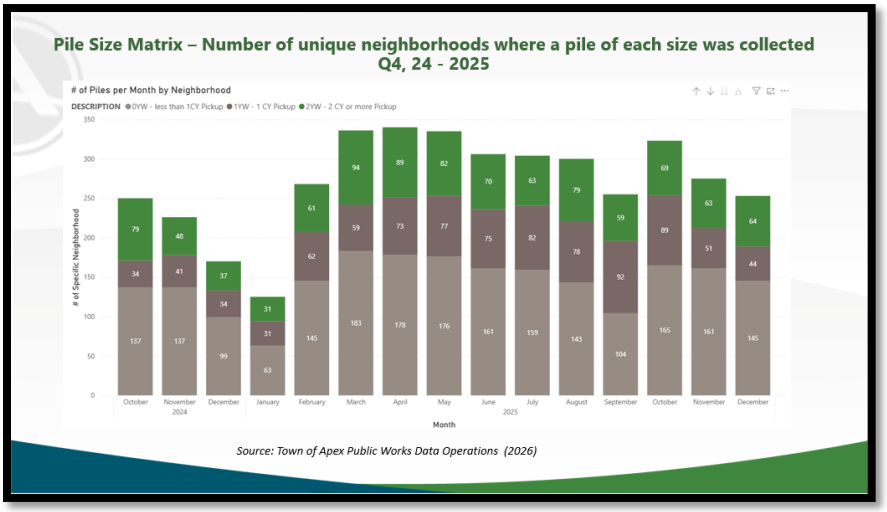


Year	0YW - less than 1CY Pickup	1YW - 1 CY Pickup	2YW - 2 CY or more Pickup	Total
2025	31,534	4,399	2,371	38,304
January	1,048	205	56	1,309
February	1,996	407	151	2,554
March	4,320	832	332	5,484
April	5,046	485	331	5,862
May	4,429	577	240	5,246
June	2,827	330	167	3,324
July	2,689	398	146	3,233
August	1,540	270	288	2,098
September	661	371	172	1,204
October	3,038	320	200	3,558
November	2,105	116	157	2,378
December	1,835	88	131	2,054
Total	31,534	4,399	2,371	38,304

[SLIDE NO. 12]



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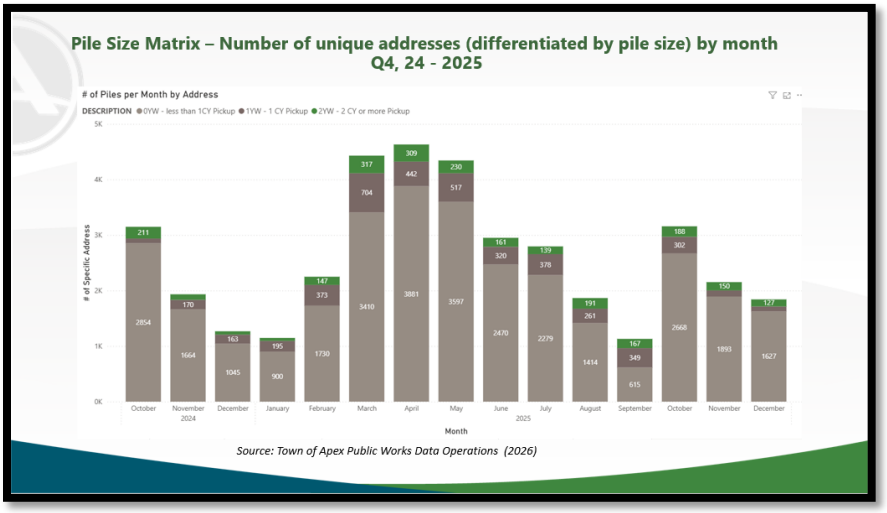

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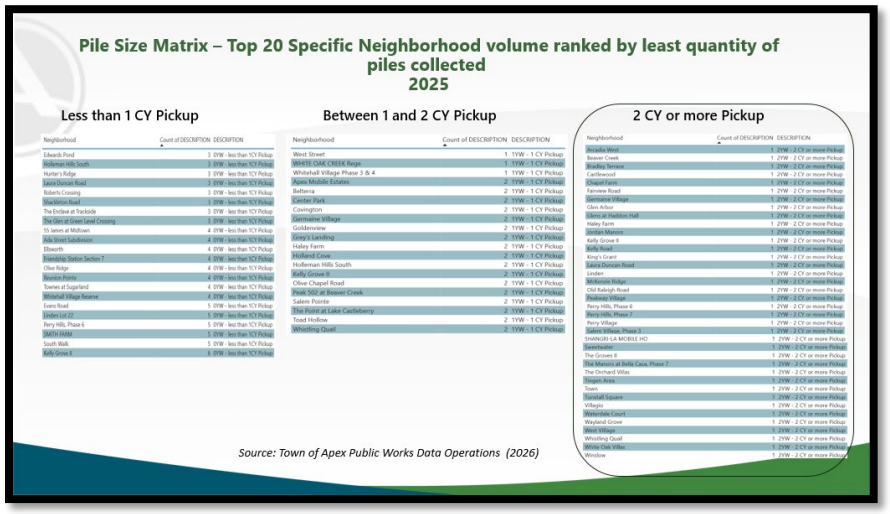

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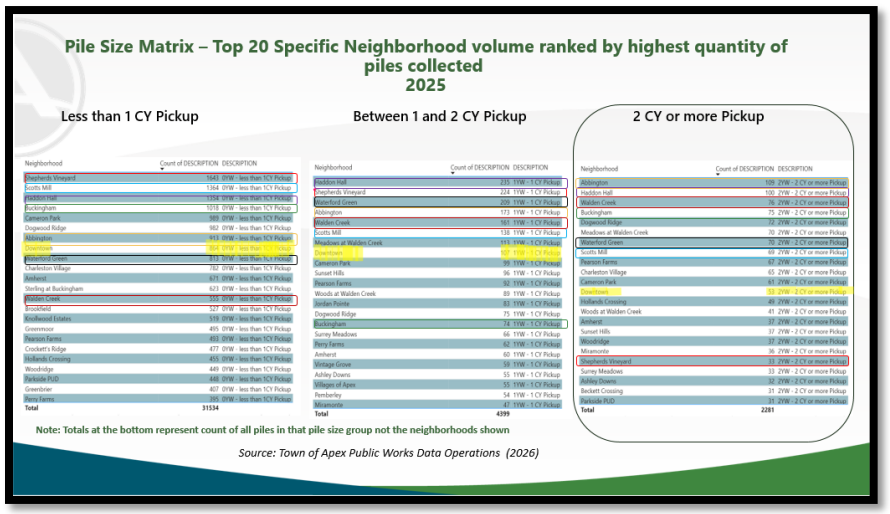

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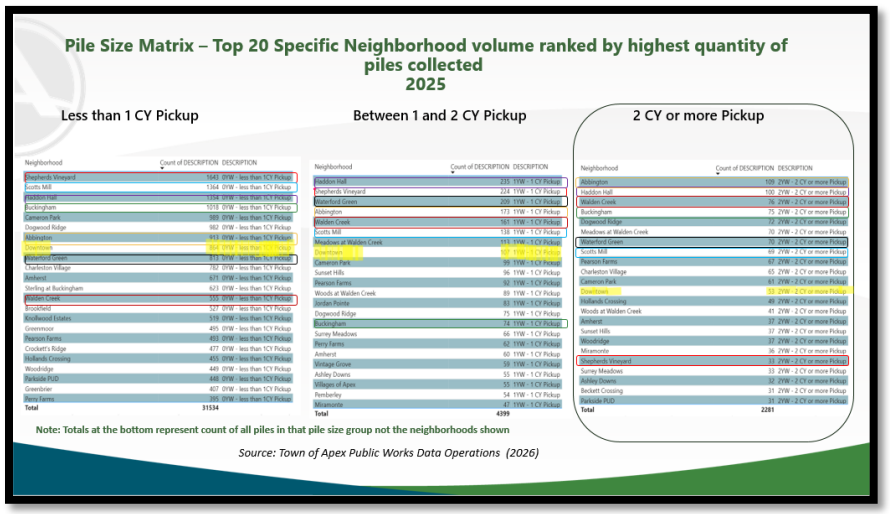

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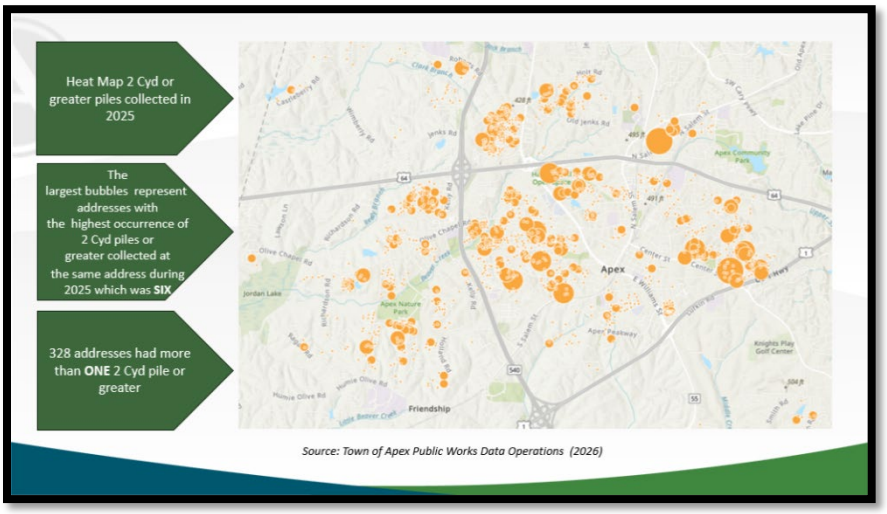

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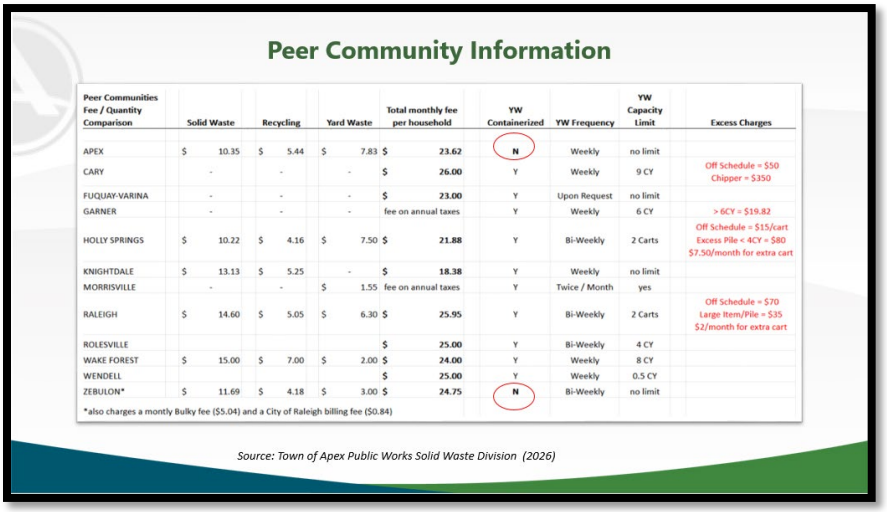

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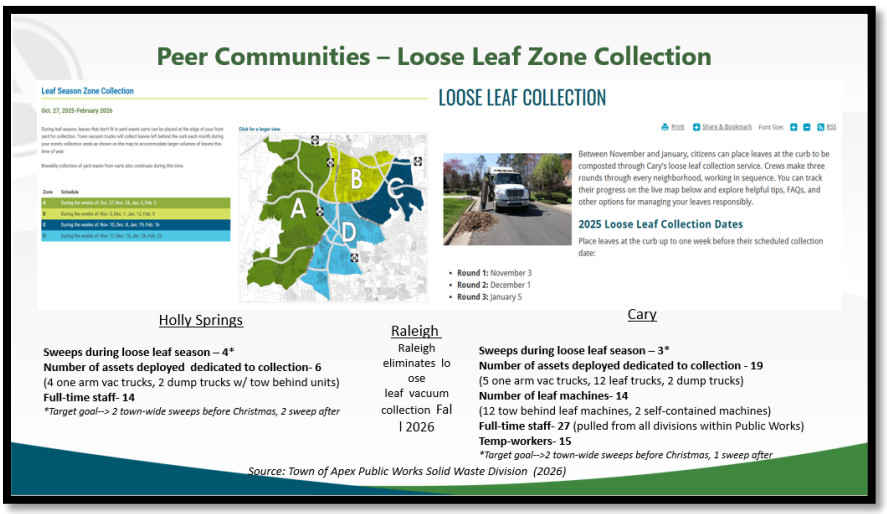

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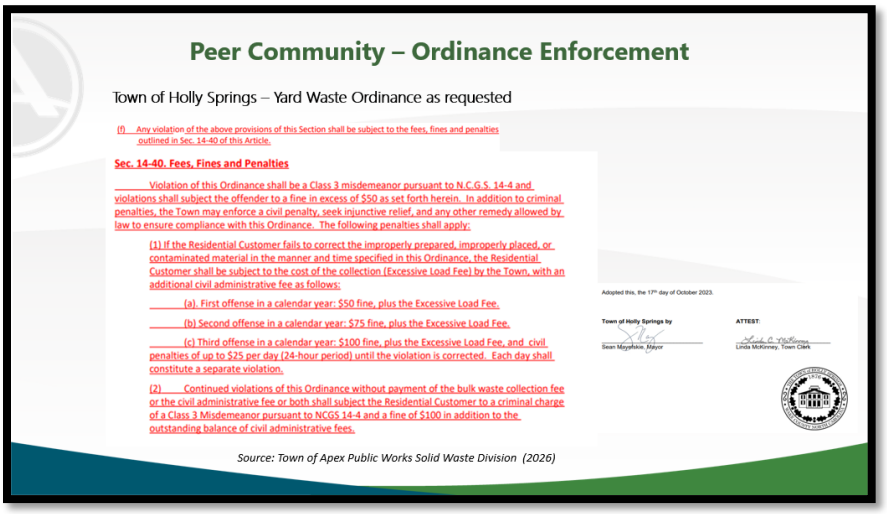


Councilmember Mu referenced slide #18 and asked if there was a base charge for each household.

Director Mullis said the charge is $7.83 for all yard waste services.

Councilmember Mu asked if this included town homes because the HOA takes care of yard waste.

Director Mullis said that was correct and yard waste services are only available to residents who receive trash and recycling services, so residents in HOAs can still receive yard waste services for property not maintained by the HOA, such as common areas.

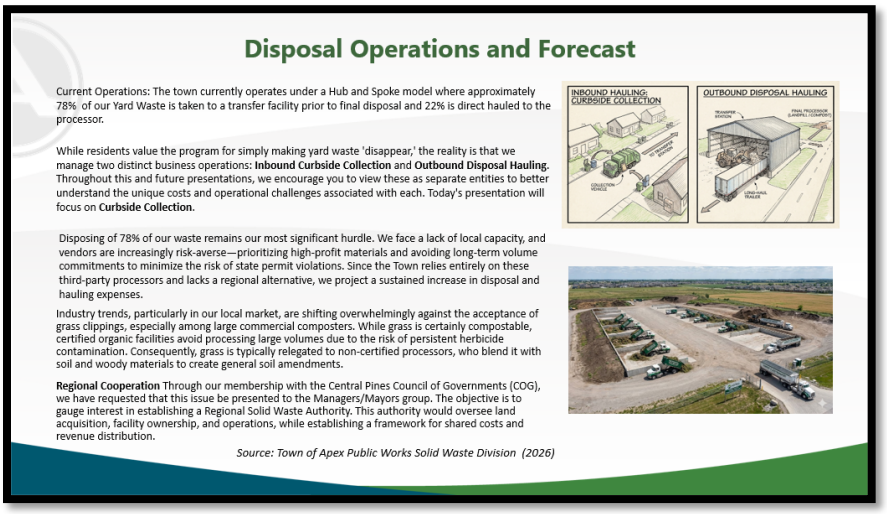
Councilmember Mu said she was asked by a resident that lives in a town home about being charged for yard waste services, even though they did not utilize it.

Director Mullis said this was a common question and Mr. Roberson was going to discuss what the yard waste fee covers. He said it isn't just a cart, but there are more services other than just the weekly yard waste collection. He compared the fee being the same for everyone for how taxes contribute to most public roads, and how it would be much more difficult to administer and fund the system if it was an opt-in basis. He turned this part of the presentation over to Mr. Roberson.

Mr. Roberson noted that when he used to live in a town home in Apex, he had additional trimming and waste from plants that he would utilize yard waste services for.

Director Mullis noted that said town homes have trees nearby, which may also create yard waste from trimming or debris.

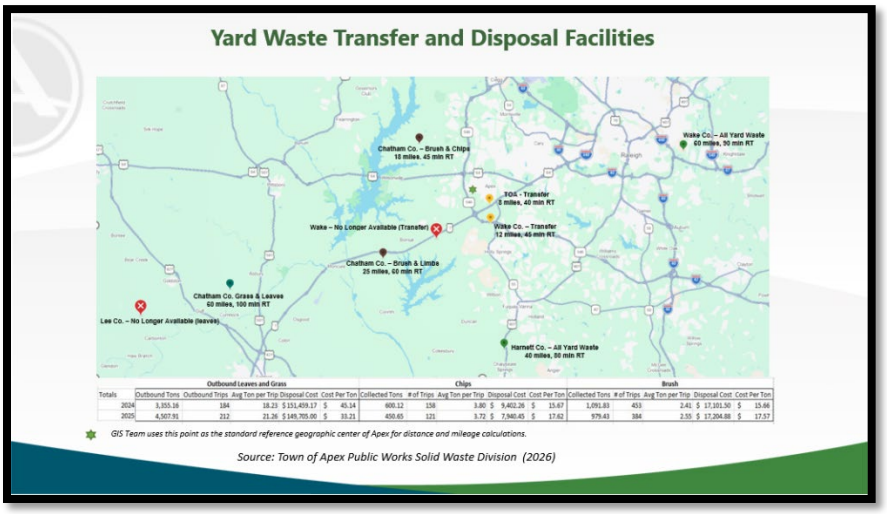
[SLIDE NO. 21]



Councilmember Zegerman asked why Wake County was not included in the conversations to look at how they are managing waste collection sites.

Director Mullis said Wake County will be in the regional conversations but in previous conversations their intent was to stay with trash and recycling and leave organics up to the individual municipalities.

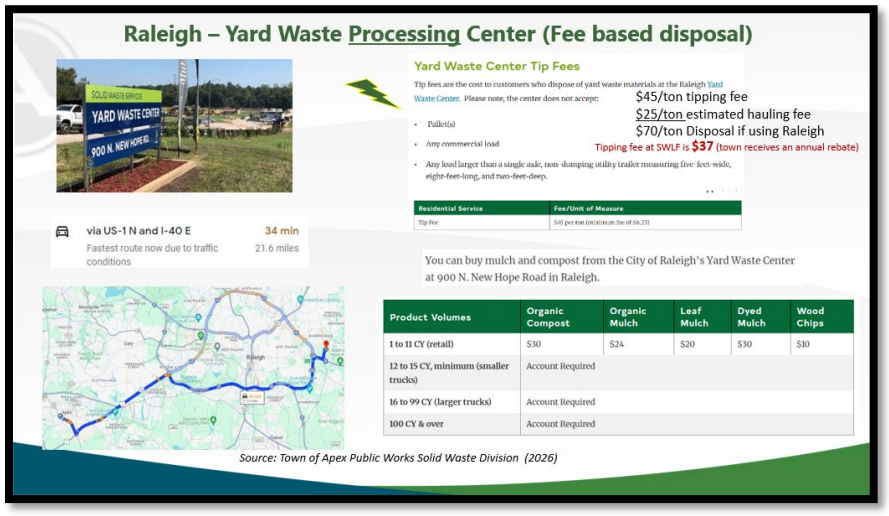
[SLIDE NO. 22]



Mayor Pro-Tempore Mahaffey asked what site is near the landfill.

Director Mullis said that is greenway waste and there is no processing yard waste on that site. He said this one is a transfer site to take it elsewhere.

[SLIDE NO. 23]



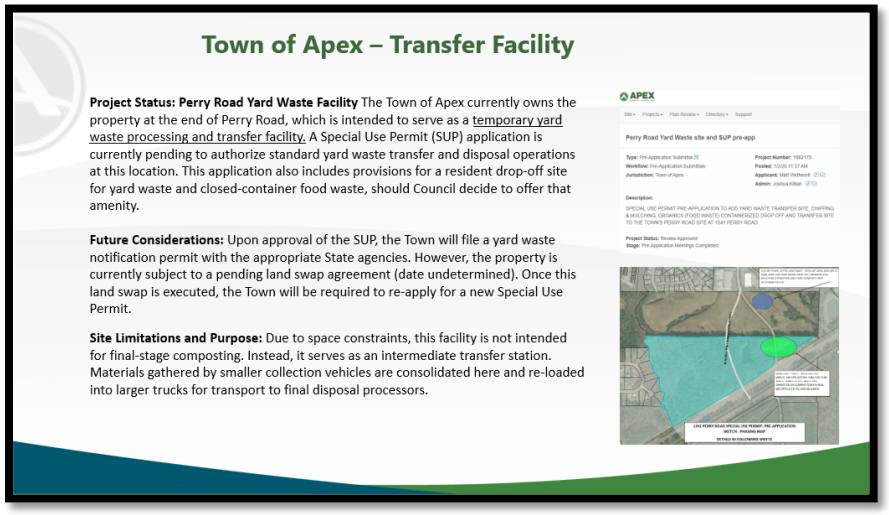
Source: Town of Apex Public Works Solid Waste Division (2026)

Mayor Pro-Tempore Mahaffey asked what the charge at the Harnett County site that was previously was.

Mr. Roberson said it ranged between $500 to $675 per tractor trailer load, which is due to a lack of the scaling they have available.

Director Mullis said it is charged by the trailer load not by the weight, but the Town does an audit trail and weighs outbound before going to the Harnett County site, and on average it's close to Raleigh at about $45 per ton.

[SLIDE NO. 24]



Councilmember Zegerman said the Perry Road Yard Waste Facility is being used for general collection and being picked up later, and he was envisioning this as more of a resident-use site. He said there is the arrangement with Wake County as well, so he isn't sure what the Town is getting out of this.

Director Mullis said the current facility being used limits the loads Apex is able to bring and is not a guaranteed site. He said if it was a guaranteed site that this arrangement may be more cost effective. He noted that if you removed these collection trucks then there

would be a need to purchase four or five more trucks because of the time that would be lost using the small 20 cubic yard trucks going to Raleigh. He said there needs to be a transfer site for Apex given the volume the Town has, and that is why the Town is preparing to have its own facility, since there is currently no guaranteed option moving forward.

Councilmember Zegerman asked why a contract couldn't be obtained to make this service stable.

Director Mullis said that a contract is not something the current site has been entertaining.

Councilmember Zegerman said it seems currently there is an informal agreement for the Town to deliver yard waste to the site, where it is loaded into semi-trailers for transport, but that can't be relied upon long-term.

Director Mullis said there is an agreement for 50 loads a month, which is only 2 day's worth of supply during leaf season. He said when the Perry Road site came into play, the Town asked if the land could be used for transfer, and in exchange for using their land and dumping everything there, the Town would haul it out. He said it's a fluid arrangement, and they do not do processing on site. He said the Town cannot make them do anything if they do not wish to.

Councilmember Zegerman asked why did the Town go through the land swap with Veridia and pursue rezoning of the property if it was such a restricted arrangement and was never going to be a long-term option.

Assistant Town Manager Marty Stone asked if it was the land swap on Perry Road.

Councilmember Zegerman said no, he was referring to the Veridea site.

Assistant Town Manager Marty Stone said that the private deal that is being worked on there is no guarantee that it will finalize. He said the business in question has been looking at a number of ways to expand but at this time the Town doesn't know if they will and Apex doesn't have any control over an expansion. He said there were discussions about the Town using the site in the future, but it was not guaranteed. He said that the volume of waste now is much different than in 1991 and is much larger than the business ever expected, and they are essentially out of room, so if they don't get the expansion the timeframe for keeping this facility in operation is possibly 10 years or less. He said there are studies being done to see if Apex would take over their lease which is why they are probably accommodating Apex now than taking more truckloads than is contracted.

Mayor Pro-Tempore Mahaffey asked if at one point this was being used to just dump waste there and not hauling it away.

Assistant Town Manager Marty Stone said at one point they did dump there and haul it away.

Mayor Pro-Tempore Mahaffey asked when it started being used as just a transfer station.

Director Mullis said that would have been last year.

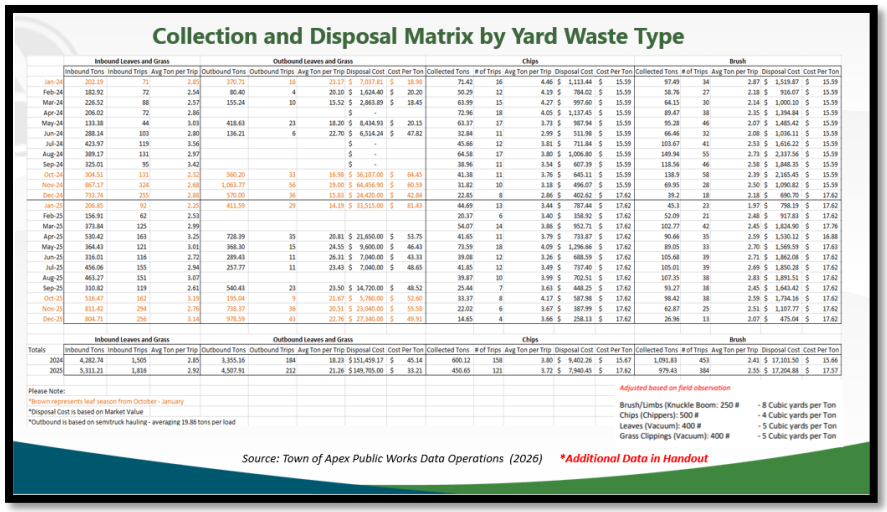
Mayor Pro-Tempore Mahaffey said it the Town used to dump there before it got full.

Director Mullis said that there was an interlocal agreement with Holly Springs that was negotiated and then Greenway came to the Town and restricted what could be accepted, which is when the interlocal agreement with Holly Springs came into play.

Assistant Town Manager Stone said they were running out of space and wanted to stop taking everything, and Apex told them this wasn't possible per the ordinance, so the Town went back to 1991 levels for what stays there, and everything else gets hauled off. He said the Holly Springs option closed.

Director Mullis said prior to him being with Apex this has been difficult and the Town keeps searching for solutions, but if there is a program there has to be a place to take the waste. He said Cary is having the same issue. He said staff is trying to make sure the Town's interests are protected and let Council know what is being planned. He said this is the intermediate site and Council had given support for the land to use to transfer. He said they will always be looking for more inexpensive ways to handle yard waste.

[SLIDE NO. 25]



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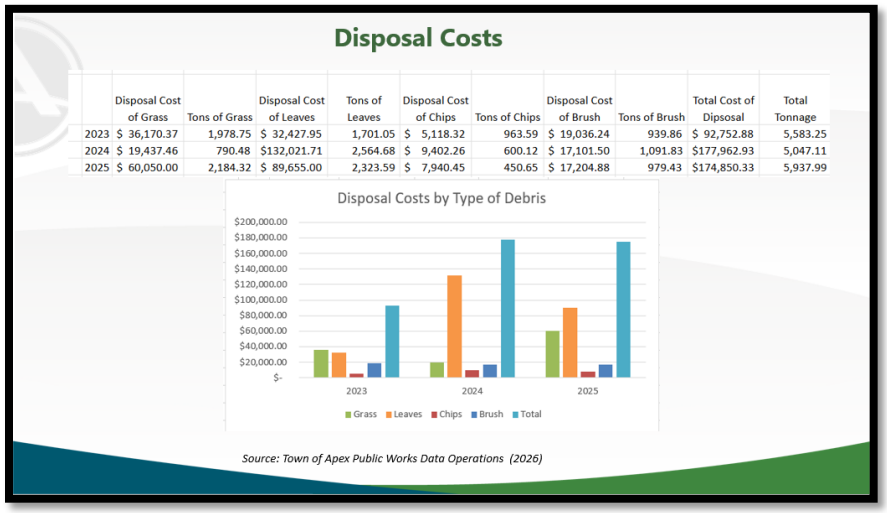


Mayor Pro-Tempore Mahaffey said having to pay anything for this disposal only began in 2023.

Director Mullis said that was correct.

Assistant Town Manager Stone said that was a very important point.

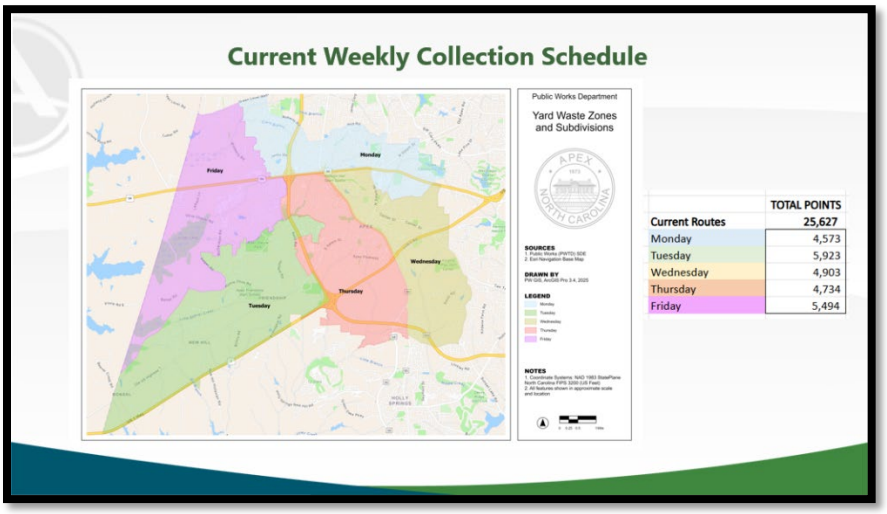
[SLIDE NO. 27]



[SLIDE NO. 28]



[SLIDE NO. 29]



[SLIDE NO. 30]



[SLIDE NO. 31]

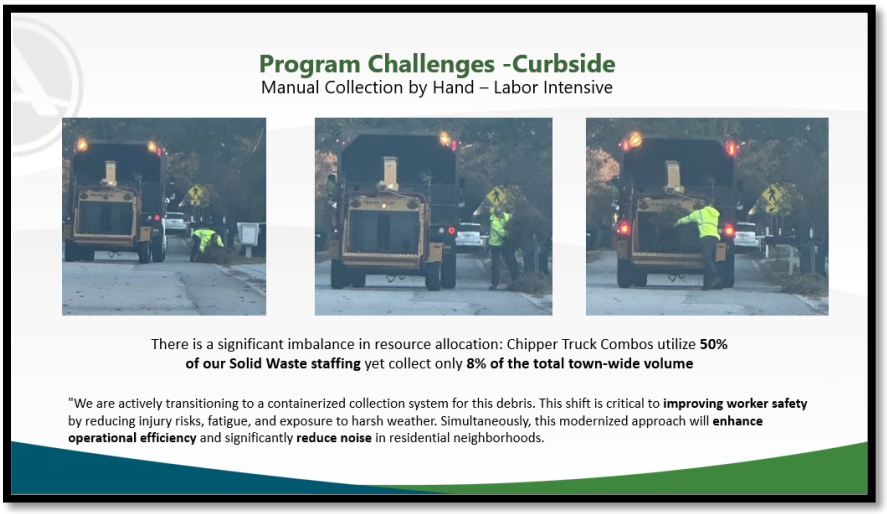


Councilmember Reese asked what the percentage of pickups are small piles.
Director Mullis said about 80% - 90% are small piles.

[SLIDE NO. 32]



[SLIDE NO. 33]



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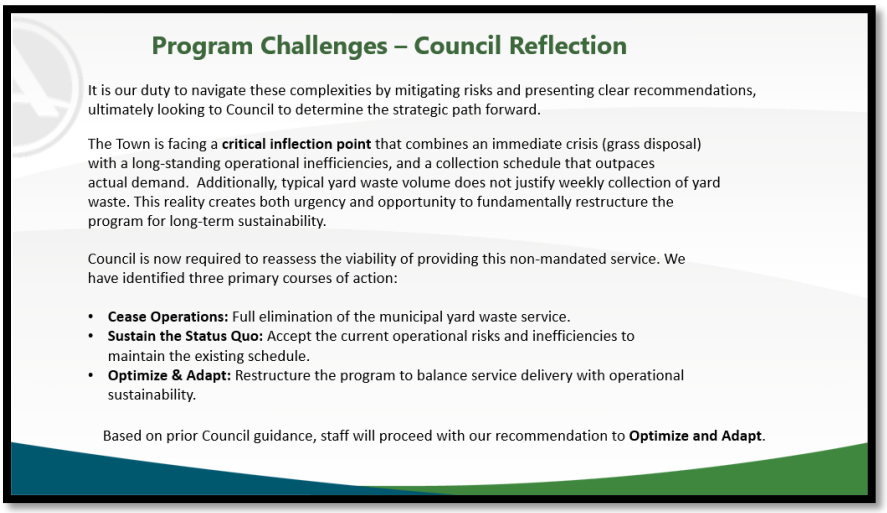

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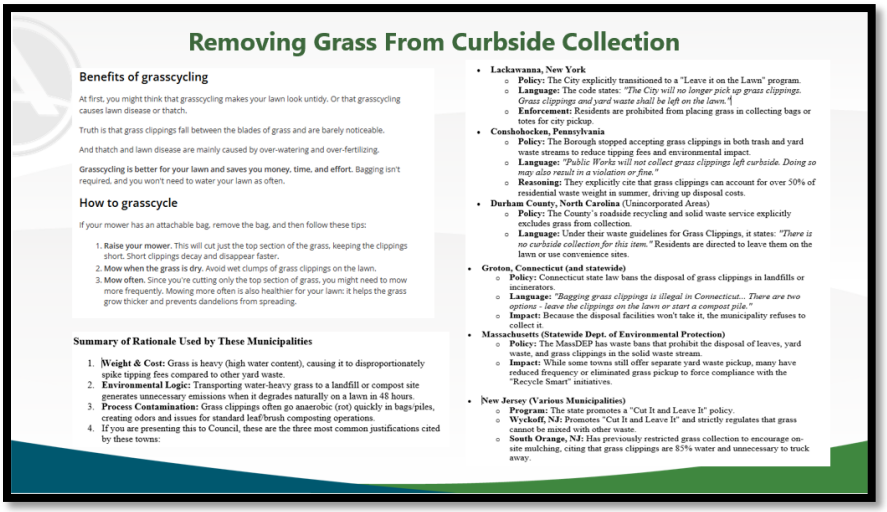

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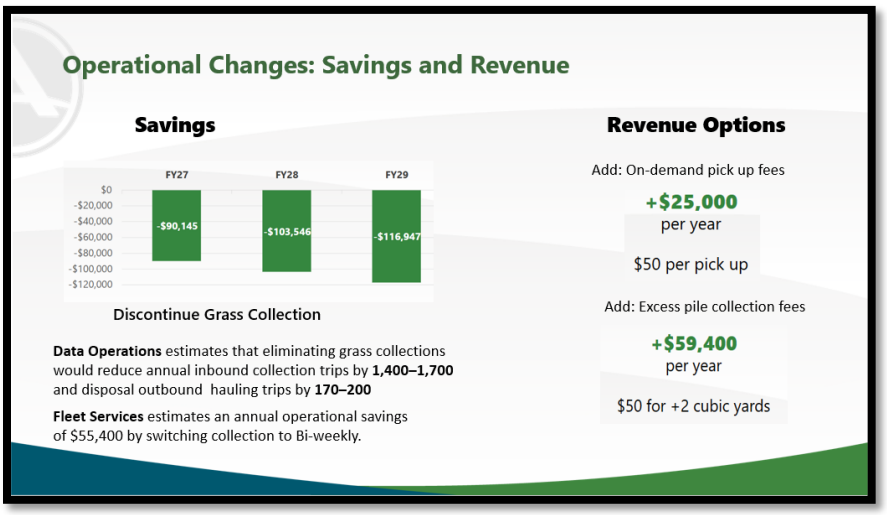


Councilmember Zegerman asked if other municipalities saw an increase in yard waste being dumped in other places when they switched over to this program.

Director Mullis said grass is illegal in landfills in North Carolina and the Town's provider has hopper cameras which are able to detect that, and in those cases the resident's trash likely wouldn't be collected.

Councilmember Reese said this is a significant rapid change for residents, and he could see unintended consequences from this. He asked if there was a consideration for the containerization for the grass and it still be something that was optimized.

Director Mullis said that would not be a financial model that would be doable, especially with the challenges with the disposal. He said this is tough but it will take education and encouragement that the town is having difficulties in disposing of the grass.

Councilmember Reese said the concern is the yard waste program could be difficult for residents in older neighborhoods with large, shaded lawns or homeowners with HOA hidden container storage requirements. He asked if there were any other municipalities or counties that had used other options to address yard waste.

Director Mullis said that there could be more research on this but in his experience, it is a tough change at first and then people get used to it. He said Holly Springs still collects grass, but in their cart containerization model. He said as for the carts in HOA communities requiring screens, in his experience in working with HOAs in Holly Springs they provided a grace period for residents to create extensions to their screens if needed for the additional cart. He said in the new ordinance it is being asked to eliminate contractor grasses, and if those residents want to opt out of the cart they can do so, but would still pay the base fee.

Town Manager Randy Vosburg said to think about this in terms of Apex's Strategic Plan and its environmental leadership and high performing government goals, the alternative is a sixth goal which may not be best practice, but is what most residents want. He said staff is operating under the strategic plan, but understands there are other considerations. He said out of the five goals with the strategic plan, this yard waste program fits two of the goals and the alternative does not fit in any of those goals.

Councilmember Reese said that enforcement still may be a challenge with folks finding ways to work around the yard waste program.

Director Mullis said some communities have offered mulching blades, but they may be $70.00 a set.

Mr. Roberson said education is big component of all of this. said returning grass clippings back into the lawn has multiple benefits, one is returning nutrients back to the soil and adding organic matter to support healthy root growth.

Councilmember Reese said that in well established neighborhoods in Apex like Shepherd's Vineyard with large established trees, if a summer rain come through it could take 3 days for it to dry. He said he is concerns it would create mud piles.

Assistant Town Manager Stone said if it is a large yard and the clippings can be piled up somewhere inconspicuous, at the end of the summer it would be gone, so it goes away fairly quick and they could compost this way. He said that if the Town does containerization then grass and sticks would be comingled.

Councilmember Reese asked if there would be two containers.

Assistant Town Manager Stone said no, it would be one container, and if they included grass they would have to have a system to separate the grass before sending it off. He said cutting back on grass collection would prevent the Town from having to add in that additional cost.

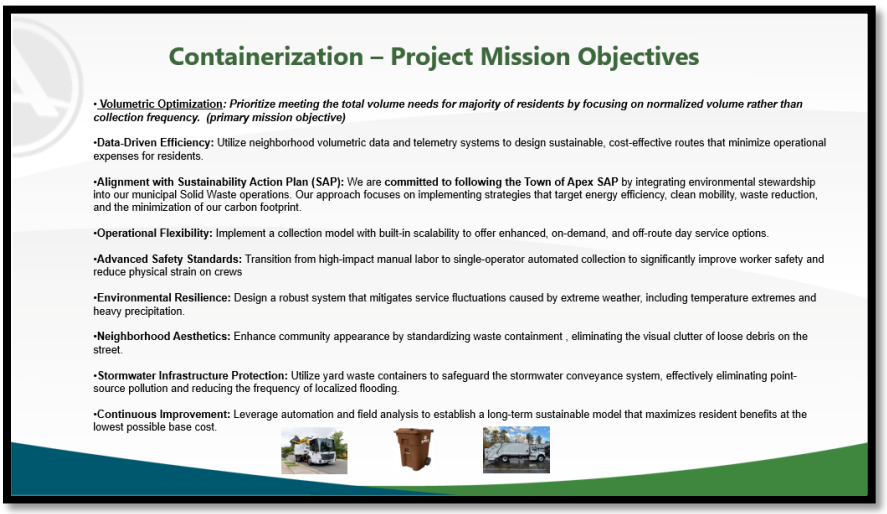
Mayor Pro-Tempore Mahaffey said that it is understood that containerization and eliminating grass clipping collection is environmentally good but the concern is that the next Council may not understand this.

Director Mullis said there are estimated savings.

Councilmember Mu said this could be done gradually, especially the grass with educating residents on composting the grass and if residents do not want to do this, then they would have to put the grass into the brown bags and put the brown bags on the curb side which takes more effort and time. She said this is how Morrisville is doing it.

Director Mullis said Morrisville is doing a manual collection and they take theirs to Raleigh. He said the type of collection that can be used is dependent on where it is being taken.

[SLIDE NO. 37]



[SLIDE NO. 38]



[SLIDE NO. 39]



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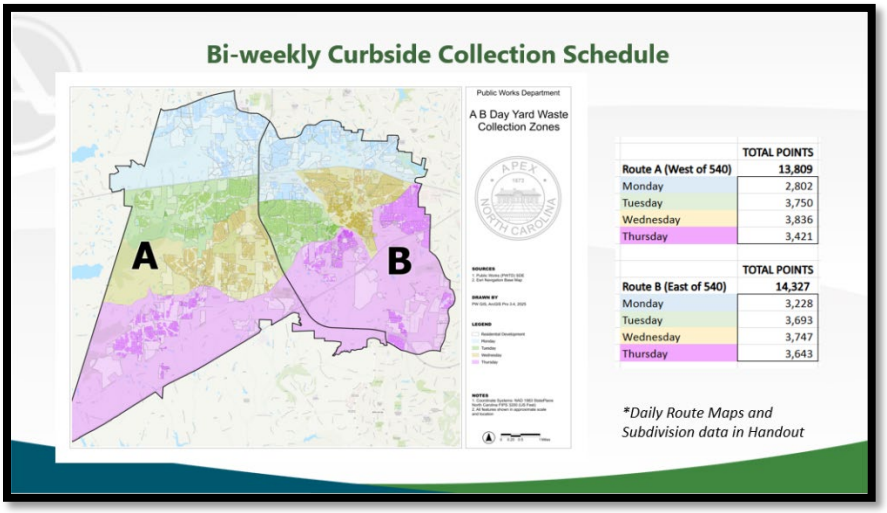
[SLIDE NO. 41]



[SLIDE NO. 42]



[SLIDE NO. 43]



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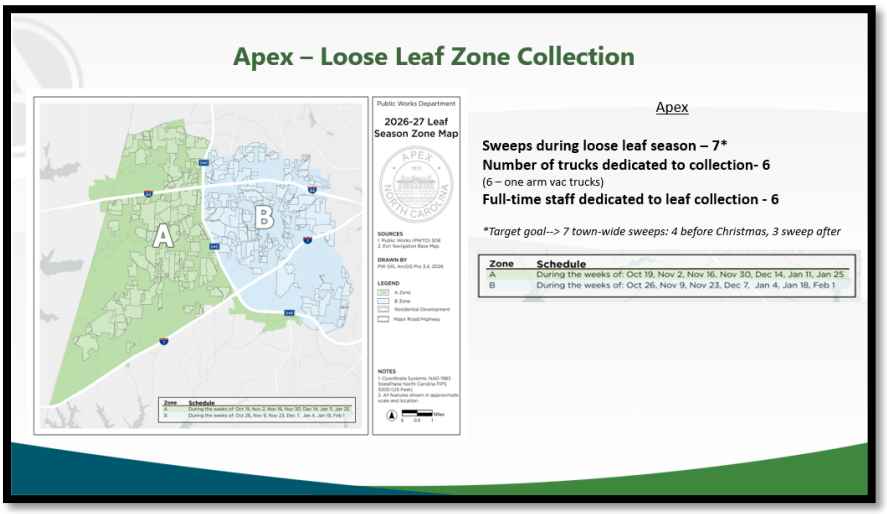

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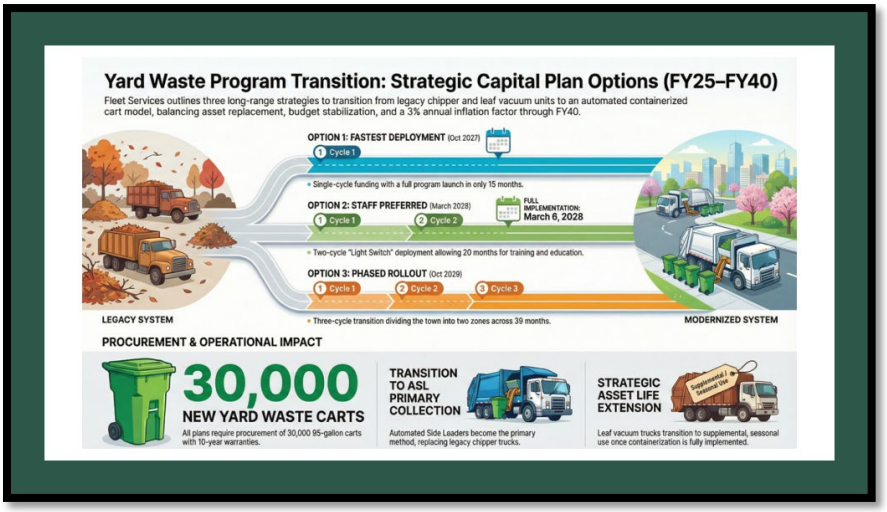

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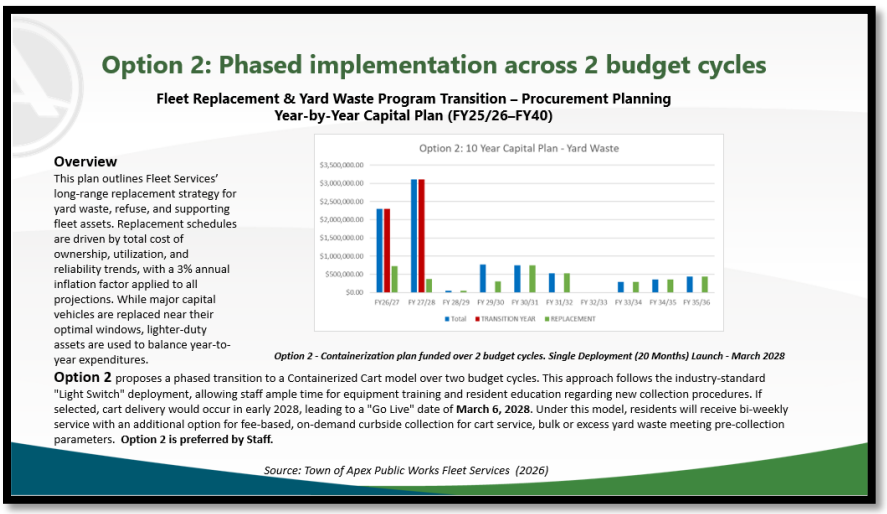

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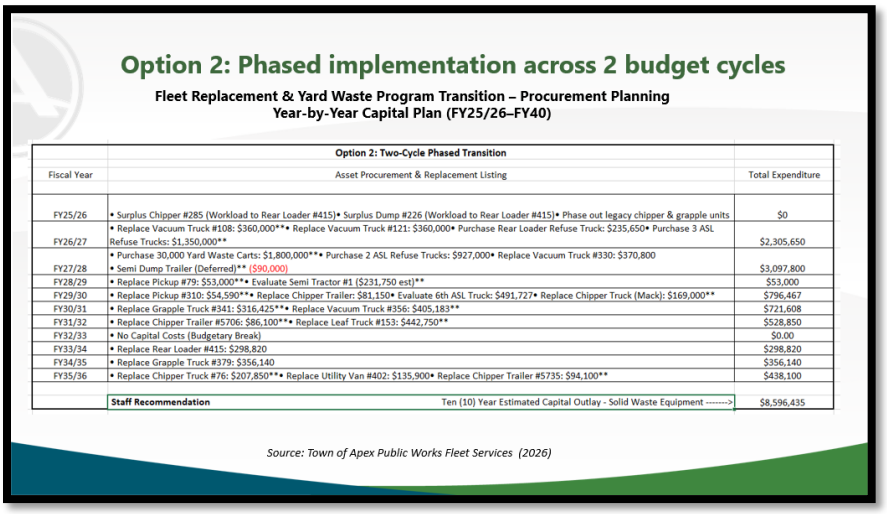


Option 2: Phased implementation across 2 budget cycles

Fleet Replacement & Yard Waste Program Transition – Procurement Planning
Year-by-Year Capital Plan (FY25/26–FY40)

	Option 2: Two-Cycle Phased Transition	
Fiscal Year	Asset Procurement & Replacement Listing	Total Expenditure
FY25/26	• Surplus Chipper #285 (Workload to Rear Loader #415)• Surplus Dump #226 (Workload to Rear Loader #415)• Phase out legacy chipper & grapple units	$0
FY26/27	• Replace Vacuum Truck #108: $360,000**• Replace Vacuum Truck #121: $360,000• Purchase Rear Loader Refuse Truck: $235,650• Purchase 3 ASL Refuse Trucks: $1,350,000**	$2,305,650
FY27/28	• Purchase 30,000 Yard Waste Carts: $1,800,000**• Purchase 2 ASL Refuse Trucks: $927,000• Replace Vacuum Truck #330: $370,800 • Semi Dump Trailer (Deferred)** ($90,000)	$3,097,800
FY28/29	• Replace Pickup #79: $53,000**• Evaluate Semi Tractor #1 ($231,750 est)**	$53,000
FY29/30	• Replace Pickup #310: $54,590**• Replace Chipper Trailer: $81,150• Evaluate 6th ASL Truck: $491,727• Replace Chipper Truck (Mack): $169,000**	$796,467
FY30/31	• Replace Grapple Truck #341: $316,425**• Replace Vacuum Truck #356: $405,183**	$721,608
FY31/32	• Replace Chipper Trailer #5706: $86,100**• Replace Leaf Truck #153: $442,750**	$528,850
FY32/33	• No Capital Costs (Budgetary Break)	$0.00
FY33/34	• Replace Rear Loader #415: $298,820	$298,820
FY34/35	• Replace Grapple Truck #379: $356,140	$356,140
FY35/36	• Replace Chipper Truck #76: $207,850**• Replace Utility Van #402: $135,900• Replace Chipper Trailer #5735: $94,100**	$438,100
	Staff Recommendation Ten (10) Year Estimated Capital Outlay - Solid Waste Equipment ------->	$8,596,435

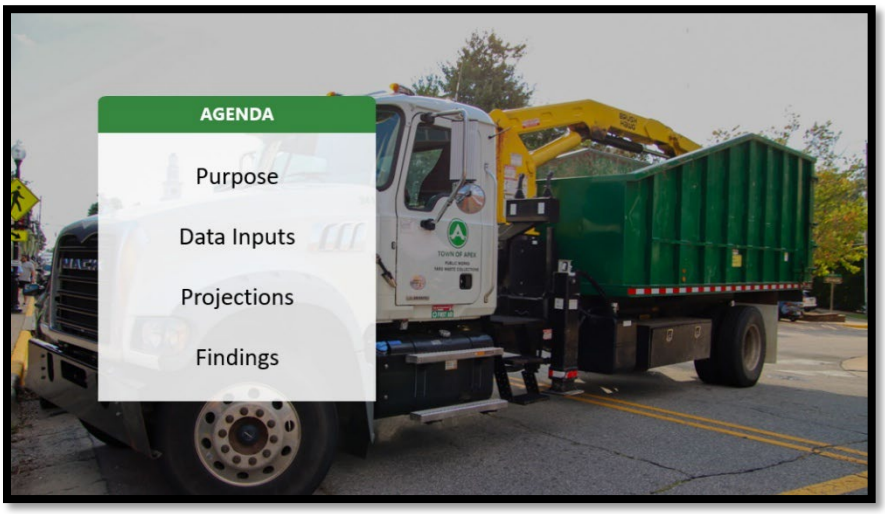
Source: Town of Apex Public Works Fleet Services (2026)

Budget Performance Analyst, Mariah Maheswaran gave this portion of the presentation.

[SLIDE NO. 48]



[SLIDE NO. 49]



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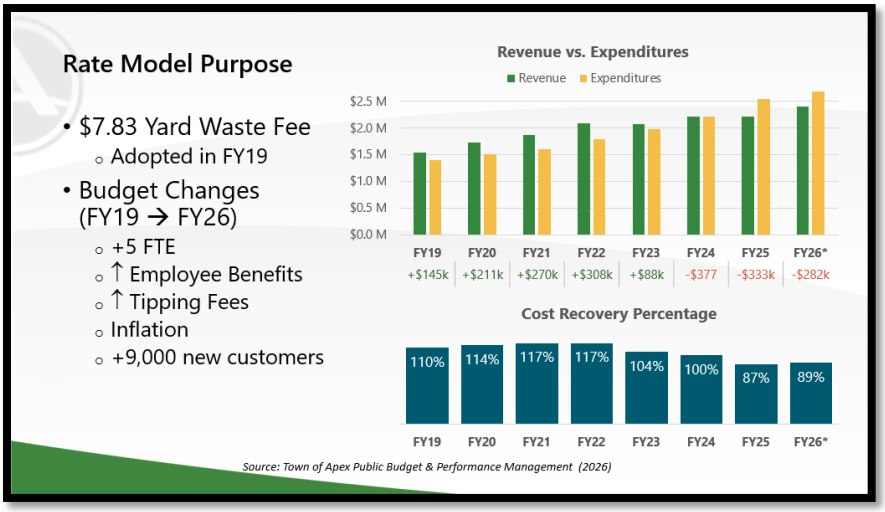


Mayor Pro-Tempore Mahaffey asked if the cost was only for yard waste.

Ms. Maheswaran confirmed that the cost was only for yard waste.

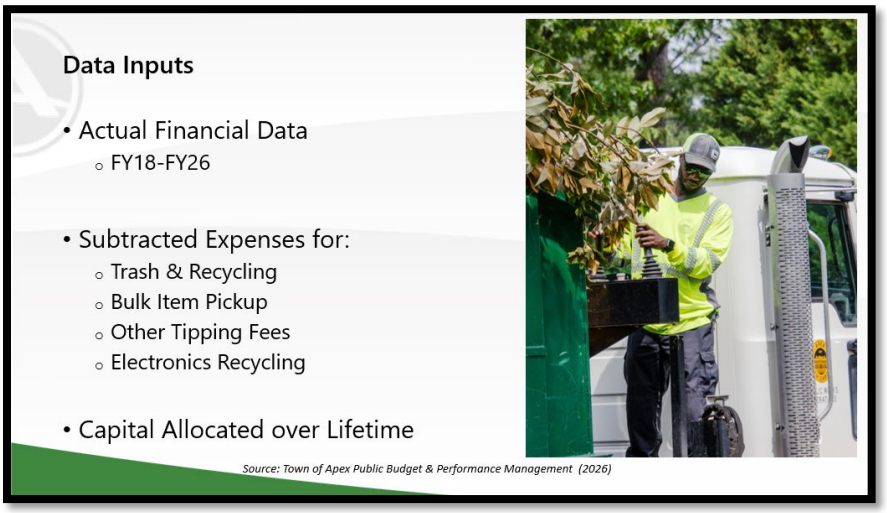
Mayor Pro-Tempore Mahaffey asked how the gaps in expenditures and revenue were being funded.

Ms. Maheswaran said from general fund revenue. She said looking at this over time from FY24 through this Fiscal Year there has been a surplus but currently it is heading into a deficit.

Councilmember Zegerman said the cost increase in FY24 was the disposal cost.

Ms. Maheswaran said yes and that there has been a large increase in those costs since then as well.

[SLIDE NO. 51]



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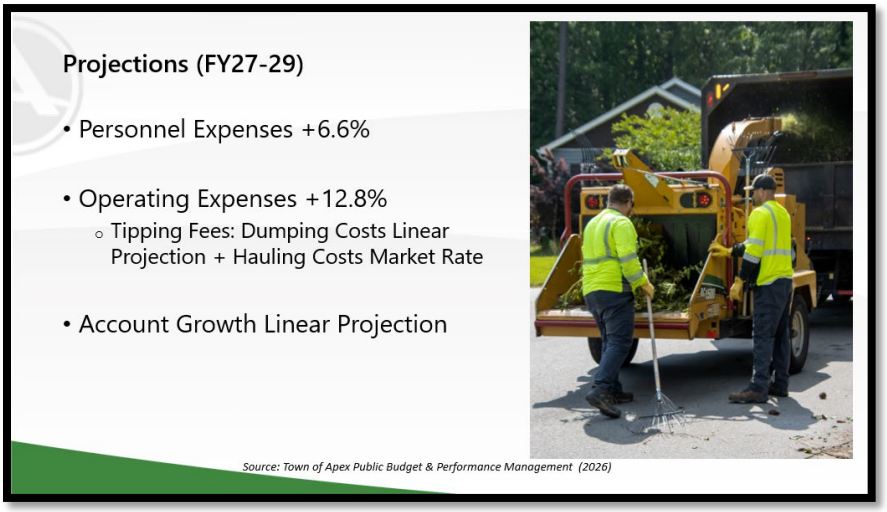

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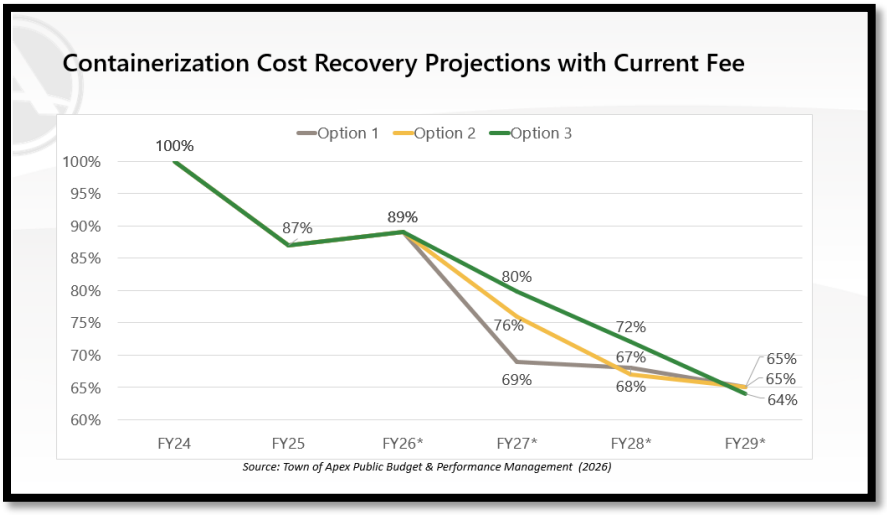


Councilmember Zegerman asked what would costs be if no option was chosen.

Ms. Maheswaran said she could get that data once she confirmed with Public Works staff what personnel look like.

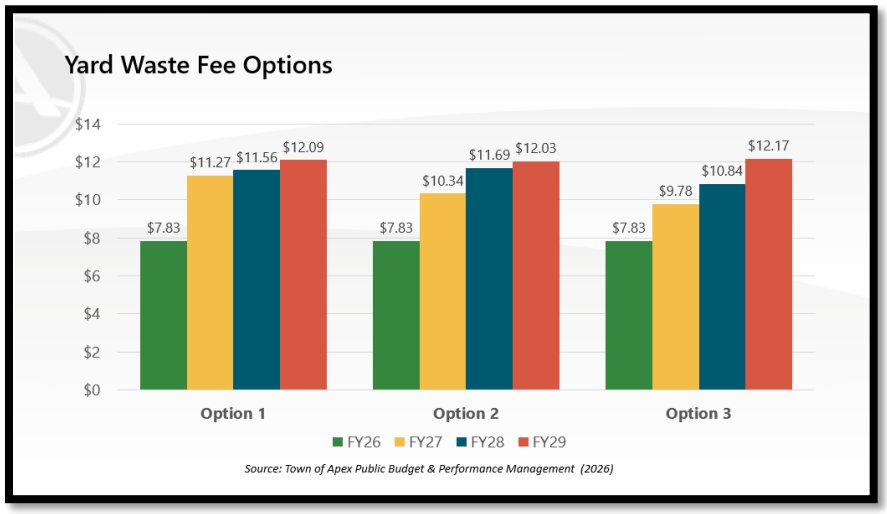
Councilmember Zegerman said it would help to get a complete picture and a baseline which is important.

Town Manager Vosburg said the two previous slides show the trends.

Mayor Pro-Tempore Mahaffey said they could surplus the current trucks and people can start working solid waste or whatever may be the cheapest option.

Councilmember Mu said reducing frequency of pickup and asking residents to put everything in the bags is another cost option.

[SLIDE NO. 54]



Mayor Pro-Tempore Mahaffey said this increase isn't a surprise, given that the fees are low compared to the service provided, and noted that he wanted to raise the rate last year in anticipation of the chart from last year for cost recovery. He said that the increase can look more problematic when looking at the other changes, includes going to the new yard waste program, going to bi-weekly pickup, moving to containers, and eliminating grass.

Ms. Maheswaran said this slide doesn't include the grass collection, that is on another slide.

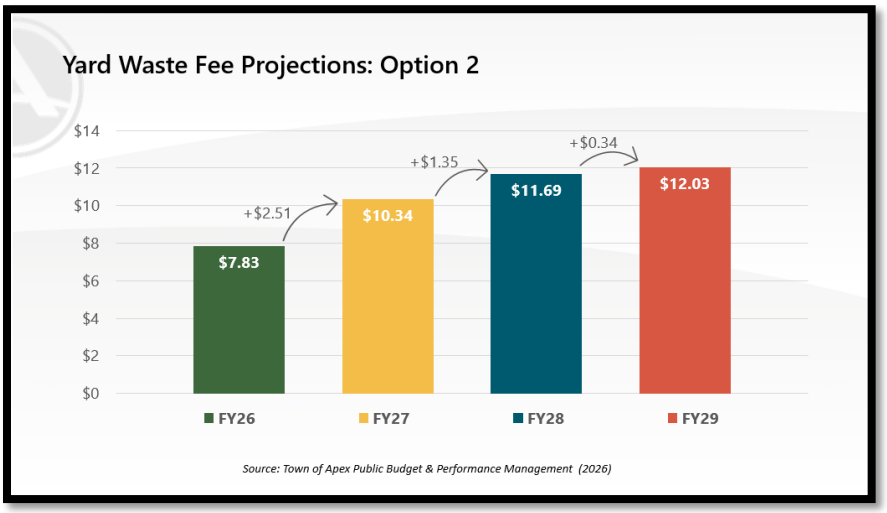
Mayor Pro-Tempore Mahaffey asked if this included bi-weekly pick up.

Ms. Maheswaran said that from the perspective of capital it doesn't impact whether it is weekly or bi-weekly. She said it may be more efficient for bi-weekly but it doesn't strongly impact personnel needs.

Mayor Pro-Tempore Mahaffey asked if running trucks more often would impact cost.

Director Mullis said that there is efficiency gains from going bi-weekly, and it would be more cost effective.

[SLIDE NO. 55]



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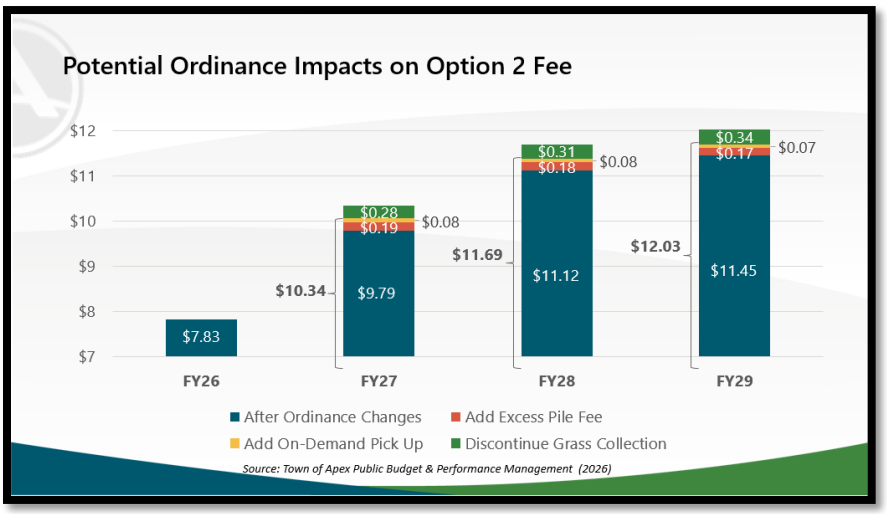


Councilmember Zegerman asked how an excess pile fee be charged.

Director Mullis said there is a tagging system which is currently used for non-compliant piles and this is usually used in extreme cases. He said the plan would not be to be punitive in very small overages.

Councilmember Zegerman asked how the fees would be enforced, especially in cases where it was a contractor doing it.

Director Mullis said there is the ordinance and it is currently an everyday practice for enforcement. He said they knock on the door and let them know that a collection can't be done because it violates a free collection. He said that if it was contractor work then they ask the resident to ask the contractor to come back and collect the yard waste and about half of the time the contractor will come back and collect it. He said that educating residents during this transition letting them know that Apex will not accept contractor waste, then it will become the homeowner's responsibility.

Assistant Town Attorney Chris Welch said it wouldn't be a surprise bill, because the tag would let them know the pile is too large to collect, and they would be able to schedule a larger pickup through the Town for a fee.

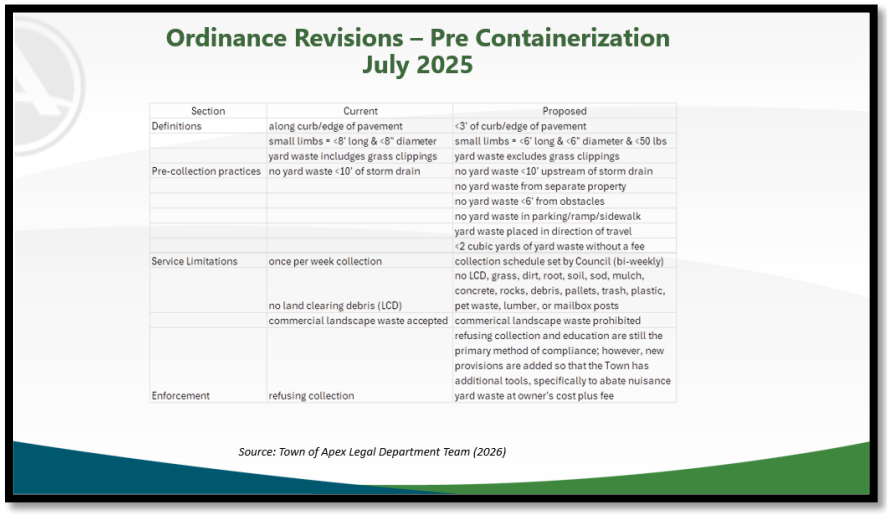
Councilmember Zegerman asked if the Town tags it and leaves it or takes it.

Director Mullis said they leave it, then the resident can call for the excess pickup at an additional cost if they chose to do so. He said the tagging is something they are already doing for piles out of compliance.

Councilmember Reese asked if there was data driven findings on how to enforce this to cover some of the costs, and if that had been explored.

Director Mullis said yes, everything being presented is ready to be implemented. He continued with the presentation.

[SLIDE NO. 57]



Section	Current	Proposed
Definitions	along curb/edge of pavement	<3' of curb/edge of pavement
	small limbs = <8' long & <8" diameter	small limbs = <6' long & <6" diameter & <50 lbs
	yard waste includges grass clippings	yard waste excludes grass clippings
Pre-collection practices	no yard waste <10' of storm drain	no yard waste <10' upstream of storm drain
		no yard waste from separate property
		no yard waste <6' from obstacles
		no yard waste in parking/ramp/sidewalk
		yard waste placed in direction of travel
		<2 cubic yards of yard waste without a fee
Service Limitations	once per week collection	collection schedule set by Council (bi-weekly)
	no land clearing debris (LCD)	no LCD, grass, dirt, root, soil, sod, mulch, concrete, rocks, debris, pallets, trash, plastic, pet waste, lumber, or mailbox posts
	commercial landscape waste accepted	commerical landscape waste prohibited
Enforcement	refusing collection	refusing collection and education are still the primary method of compliance; however, new provisions are added so that the Town has additional tools, specifically to abate nuisance
		yard waste at owner's cost plus fee

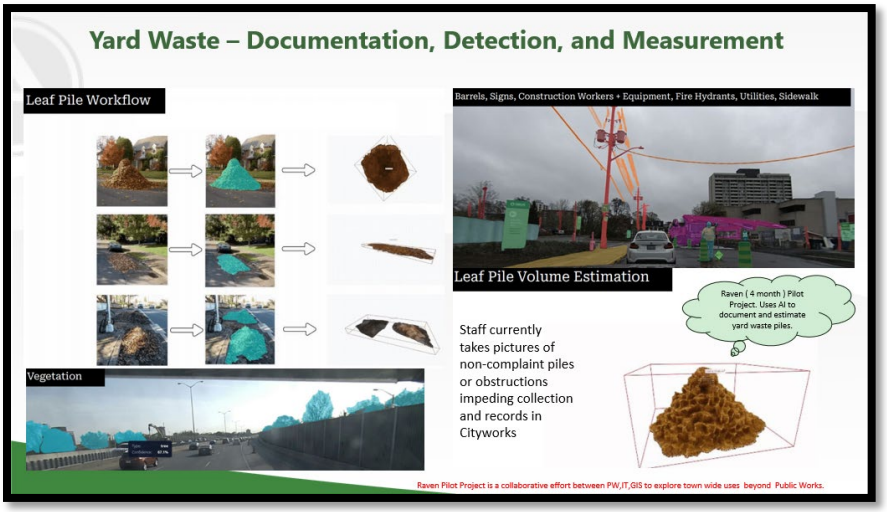
[SLIDE NO. 58]



[SLIDE NO. 59]



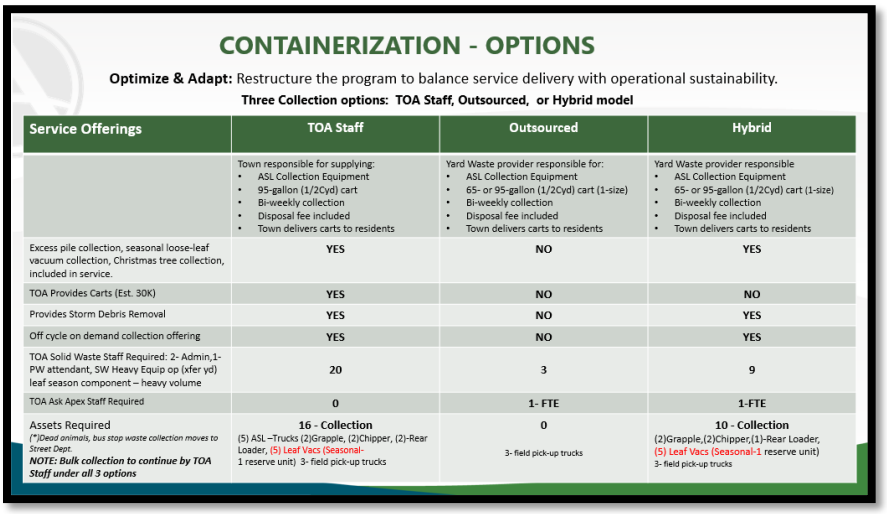
[SLIDE NO. 60]



[SLIDE NO. 61]



[SLIDE NO. 62]



CONTAINERIZATION - OPTIONS

Optimize & Adapt: Restructure the program to balance service delivery with operational sustainability.

Three Collection options: TOA Staff, Outsourced, or Hybrid model

Service Offerings	TOA Staff	Outsourced	Hybrid
	Town responsible for supplying: • ASL Collection Equipment • 95-gallon (1/2Cyd) cart • Bi-weekly collection • Disposal fee included • Town delivers carts to residents	Yard Waste provider responsible for: • ASL Collection Equipment • 65- or 95-gallon (1/2Cyd) cart (1-size) • Bi-weekly collection • Disposal fee included • Town delivers carts to residents	Yard Waste provider responsible • ASL Collection Equipment • 65- or 95-gallon (1/2Cyd) cart (1-size) • Bi-weekly collection • Disposal fee included • Town delivers carts to residents
Excess pile collection, seasonal loose-leaf vacuum collection, Christmas tree collection, included in service.	YES	NO	YES
TOA Provides Carts (Est. 30K)	YES	NO	NO
Provides Storm Debris Removal	YES	NO	YES
Off cycle on demand collection offering	YES	NO	YES
TOA Solid Waste Staff Required: 2- Admin,1-PW attendant, SW Heavy Equip op (xfer yd) leaf season component – heavy volume	20	3	9
TOA Ask Apex Staff Required	0	1- FTE	1-FTE
Assets Required *(*)Dead animals, bus stop waste collection moves to Street Dept* ***NOTE: Bulk collection to continue by TOA Staff under all 3 options***	**16 - Collection** (5) ASL –Trucks (2)Grapple, (2)Chipper, (2)-Rear Loader, (5) Leaf Vacs (Seasonal-1 reserve unit) 3- field pick-up trucks	0 3- field pick-up trucks	**10 - Collection** (2)Grapple,(2)Chipper,(1)-Rear Loader, (5) Leaf Vacs (Seasonal-1 reserve unit) 3- field pick-up trucks

Town Manager Vosburg said that direction would be staff's desire from Council and it can be revisited during this retreat. He asked for recommendations from a budgetary standpoint and staff looks toward 100% coverage so staff can analyze what that would be and the other factor would be if there are desired changes in service that is provided. He said if the service does not change then it is recommended a fee increase for at least 100% coverage of costs, and can then move forward depending on service.

[BREAK – 15 MNUTES]

Mayor Gilbert announced a 10-minute break at **9:49 a.m.**

Mayor Gilbert reconvened the meeting at **10:00 a.m.**

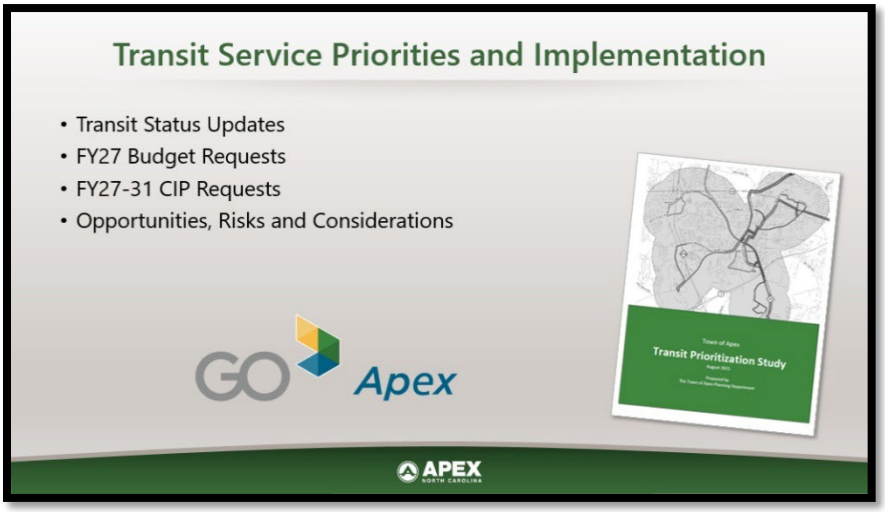
[TRANSIT SERVICES PRIORITIES AND IMPLEMENTATION DISCUSSION]

Senior Planner – Long Range Transit, Katie Schwing and **Long-Range Planning Manager, Shannon Cox,** gave the following presentation:

[SLIDE NO. 1]



[SLIDE NO. 2]



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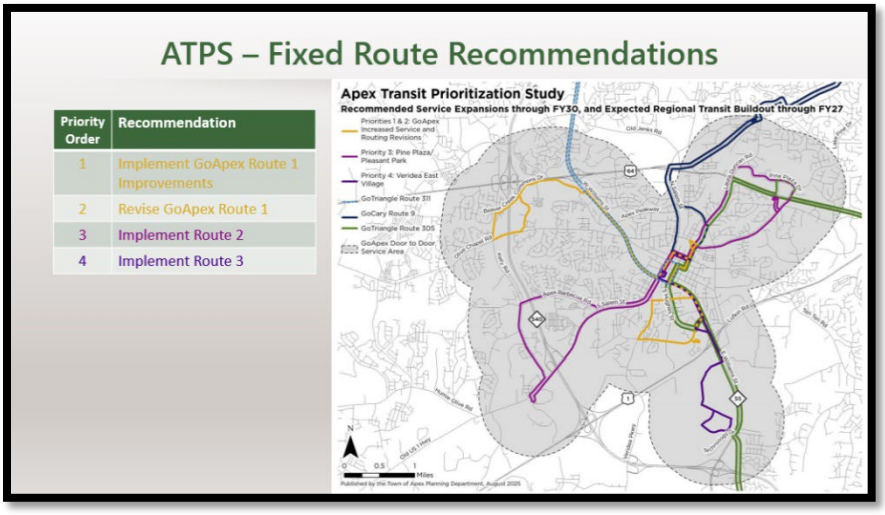


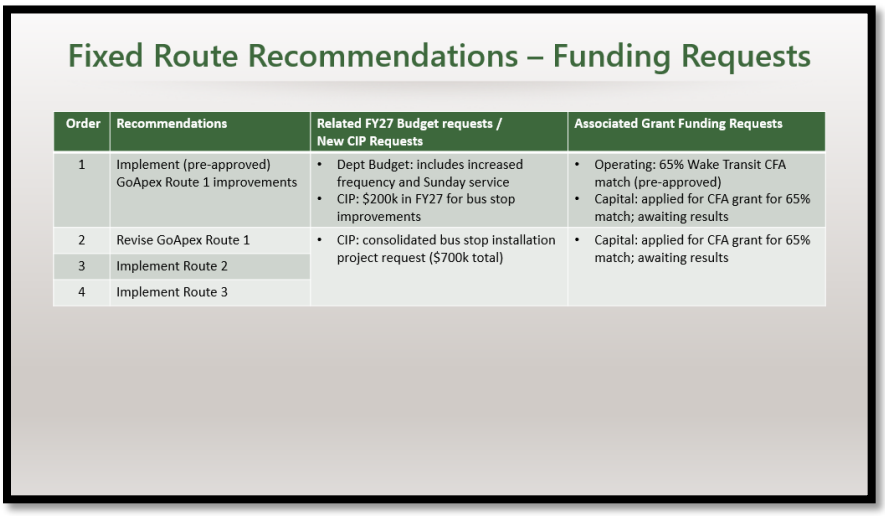
Mayor Pro-Tempore Mahaffey asked if Sunday service started in April, and asked what it included

Ms. Schwing said yes, and it doesn't include all of Cary but includes a certain number of miles.

Mayor Pro-Tempore Mahaffey asked if it included Wake Med.

Ms. Schwing said it does include Wake Med.

[SLIDE NO. 4]



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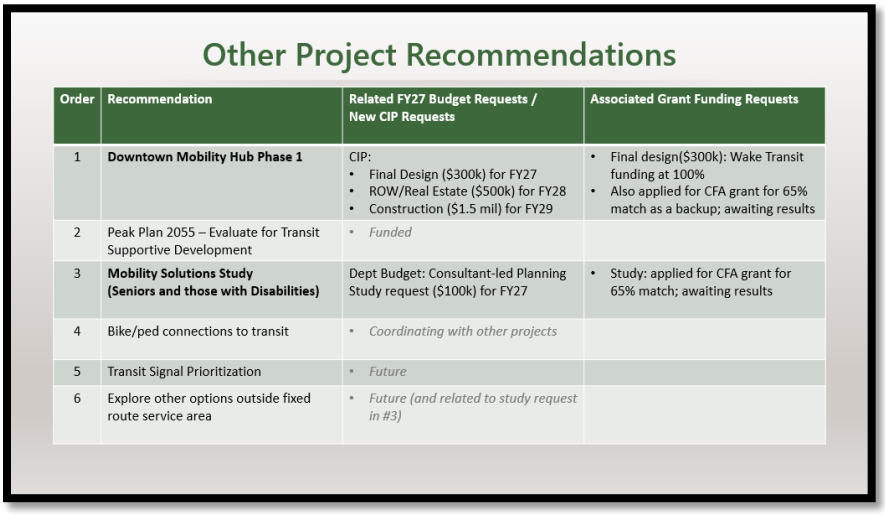

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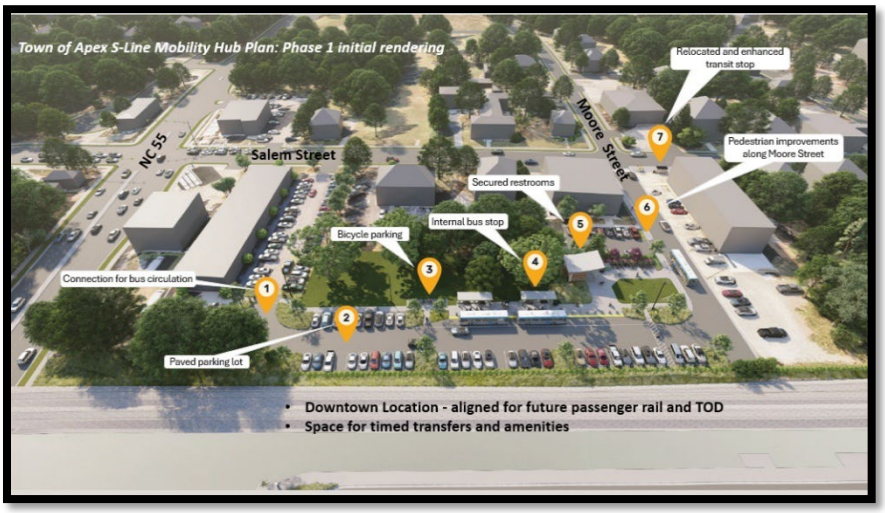

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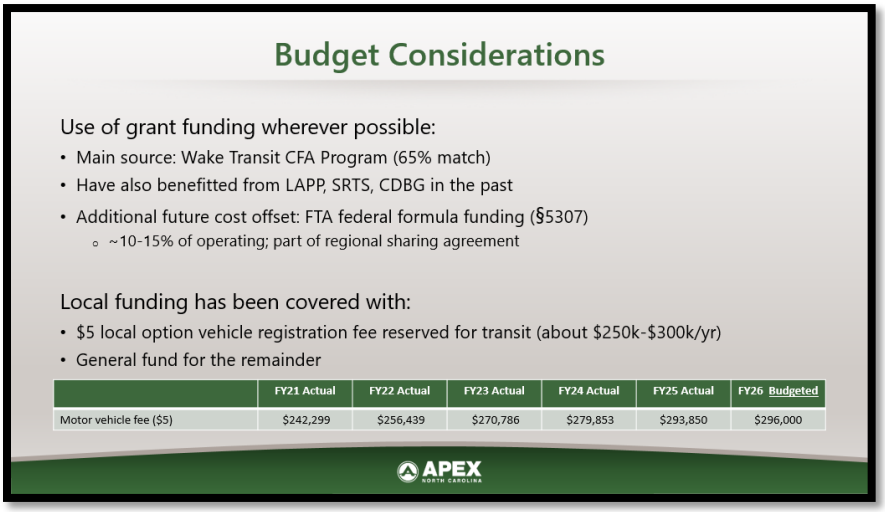


Mayor Pro-Tempore Mahaffey asked if the Wake CFA program be able to be utilized with the cost of the mobility hub.

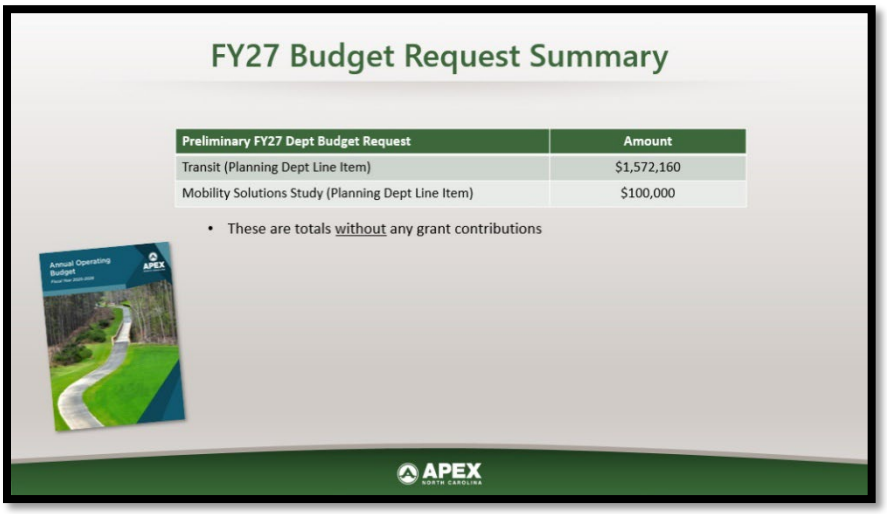
Ms. Schwing said it would be an eligible project, and there is also another regional or countywide planning effort that is being advocated for that includes provisions for community transportation systems and the goal is not to have to put in locally matched funds for the hub.

Councilmember Zegerman said the $250,000 to $300,000 currently registered as revenue with the $5.00 local option seemed low.

Ms. Schwing said there was a total $30 fee and the $5 fee is only the transit restricted and there is another $5 or $10 fee that is not transit.

Councilmember Zegerman said he understood now.

[SLIDE NO. 8]



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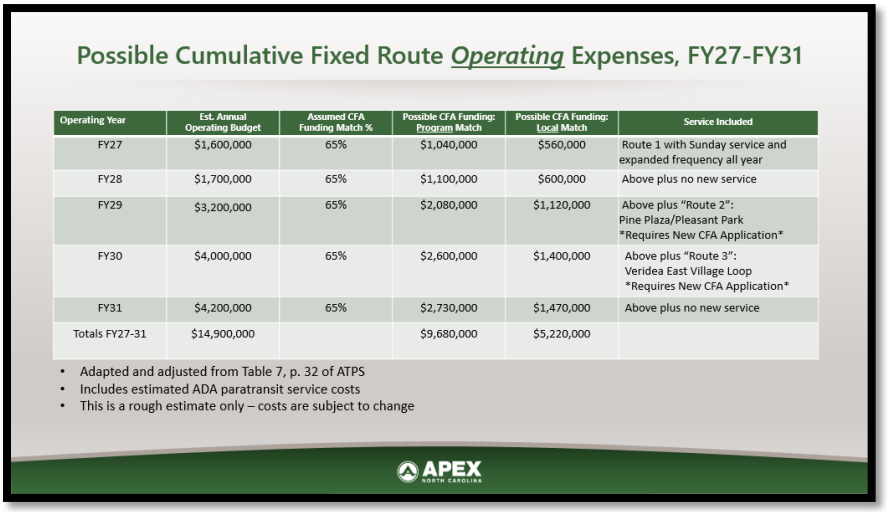


Councilmember Zegerman asked why Route 2 wasn't planned to start in 2028 because it seems like an extended timeline.

Ms. Schwing said if this can be accelerated that would be the goal, but what will but the limiting factor is finalizing the bus stop location and that takes time.

[SLIDE NO. 10]

FY27-FY31 CIP Request Summary

	FY27	FY28	FY29	FY30	FY31	Future	CIP Total
Annual GoApex Transit Improvements	$200,000	-	$200,000	$200,000	$200,000	$200,000	1,000,000
S-line Mobility Hub Phase 1	$300,000	$500,000	$1,500,000	-	-	-	2,300,000
GoApex New Bus Stop Installations for Routes 1, 2, 3	$700,000	-	-	-	-	-	700,000
Totals	$1,200,000	$500,000	$1,700,000	$200,000	$200,000	$200,000	4,000,000

- These are totals without any grant contributions



APEX NORTH CAROLINA

[SLIDE NO. 11]

Opportunities

- Growing regional transit network and facilities
  - Cary Multimodal Center
  - Triangle Mobility Hub
  - Raleigh BRT Projects (including Western BRT: Downtown Cary → Downtown Raleigh)
- By August 2026 there are anticipated to be *three* all-day regional routes in Apex
  - GoCary Route 9: 30-min service to downtown Cary
  - GoTriangle Route 305: Hourly service to Downtown Raleigh and Holly Springs
  - GoTriangle Route 311: Hourly service to RTP
- Lower local match % for the Wake Transit CFA program
  - 35%, instead of 50%
- Transit supports, and is supported by, initiatives to further our Strategic Goals
  - *A Welcoming Community, Responsible Development, Economic Vitality, Environmental Leadership…*

APEX NORTH CAROLINA

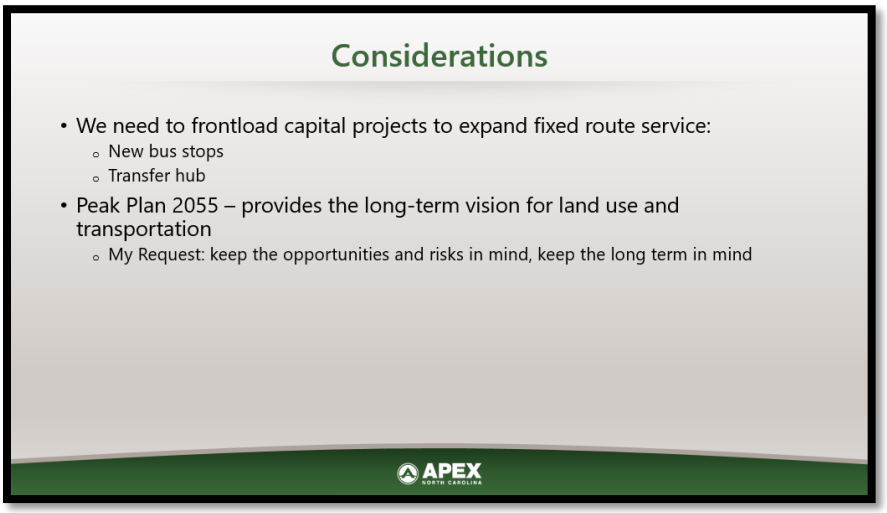
[SLIDE NO. 12]

Risks

- The Wake Transit CFA program is competitive and funding is limited
  - No guarantee that all project requests will be approved
- Long-term success depends on transit-supportive development
  - having enough people, jobs, and services near transit, and easy ways to walk to/from transit and destinations

APEX NORTH CAROLINA

[SLIDE NO. 13]



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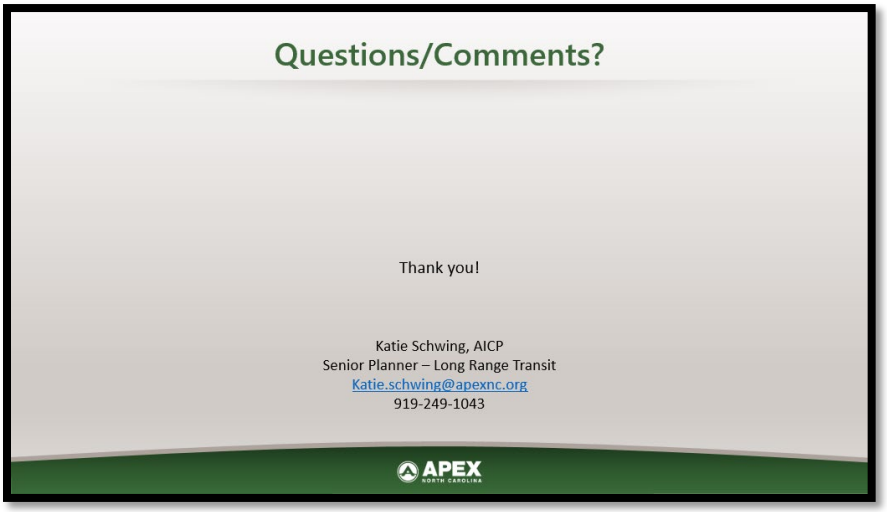


Councilmember Mu asked what the criteria were for where to install a bus stop.

Ms. Schwing said there were a few criteria, one being general stop spacing, and another is logistics for where to put a stop to meet accessibility and ADA requirements.

Councilmember Mu said there are more in the downtown area and asked for the 50 plus communities because many of them are retired and have more opportunities to use the bus for other areas.

Ms. Schwing said for fixed route transit service there are some limitations around the routing and making all of the stops fit within the one-hour loop. She said that there are areas that will not be captured within the fixed route transit and this is why funding for the Mobility Solution Study is being requested to see other potential options beyond fixed route transit services that would primarily serve seniors or others that may not have options.

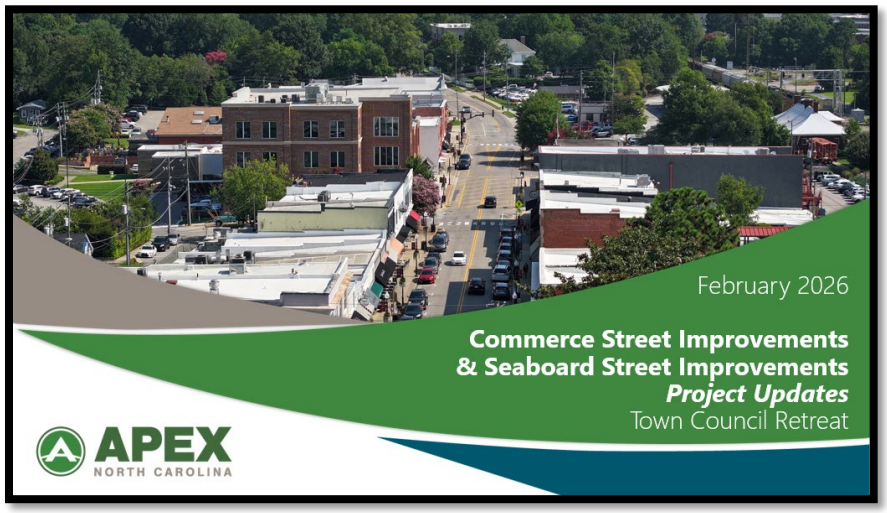
Councilmember Mu asked if there was a charge for door-to-door services.

Ms. Schwing said the door-to-door is currently free because fixed route service is free and by federal requirements, charges can't be more than double the cost of fixed route services, and because fixed route services are free, so is the door-to-door services.

[PHASE 3 DOWNTOWN MASTER PLAN AND COMMERCE STREET DISCUSSION]

Director of Transportation and Infrastructure Development, Chris Johnson, said this was to ask for Council direction and recommendations for the Commerce and Seaboard Streetscape projects so these projects can move forward. He invited **Traffic Engineering Manager, Russell Dalton,** to begin the following presentation:

[SLIDE NO. 1]



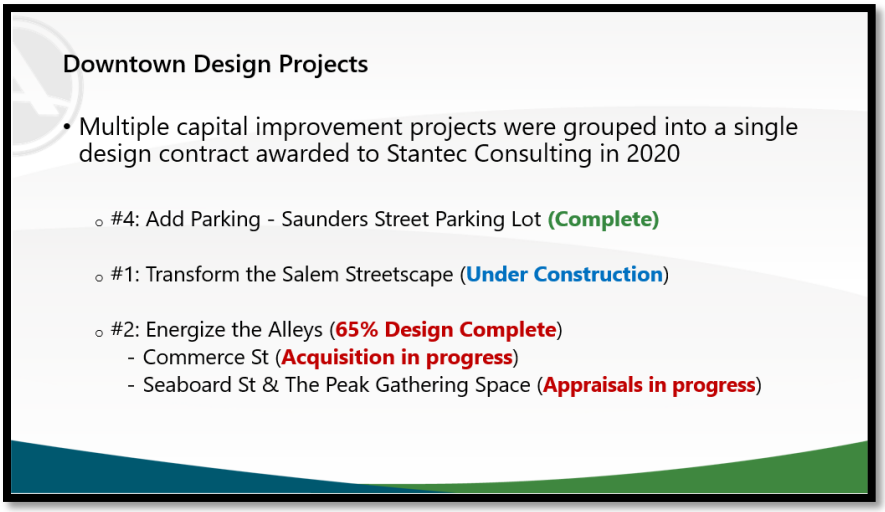
[SLIDE NO. 2]



[SLIDE NO. 3]



[SLIDE NO. 4]



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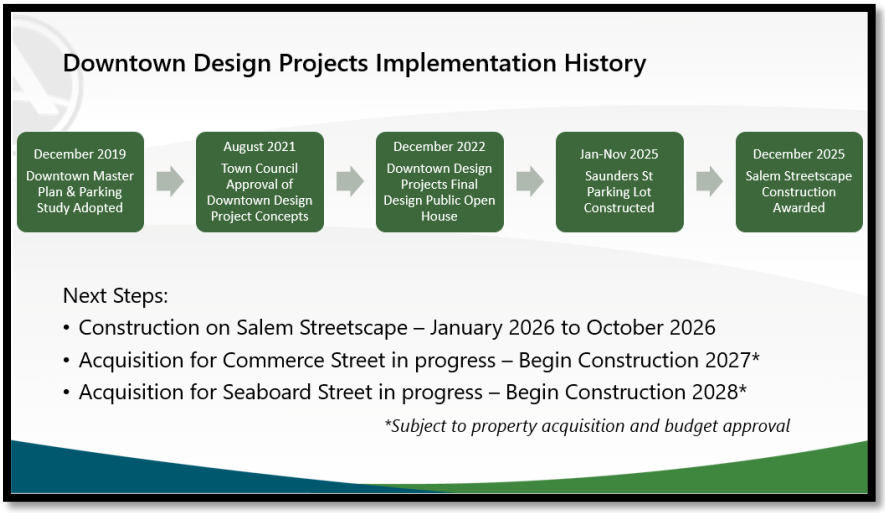

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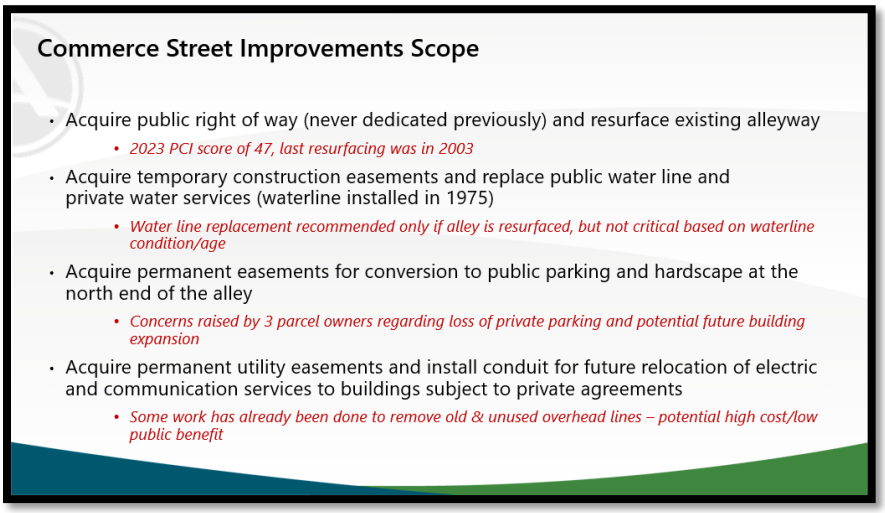


Mayor Pro Tempore Mahaffey asked who was responsible for maintaining the portion of road in the alley.

Director Johnson said it has been maintained by the Town for a long time.

Town Attorney Hohe said that certain situations like this alley historically have never formally been dedicated and this alley has been maintained by Apex for many decades.

Mayor Pro-Tempore Mahaffey asked if there would be further discussion about acquiring this right-of-way.

Mr. Dalton said yes, there would be further discussion.

Councilmember Reese said that this alley was paved by the Town, so it was a public contribution to a private alleyway 23 years ago.

Town Attorney Hohe said it has been treated as public.

Councilmember Reese asked specifically what the town has done in terms of maintaining it other than trash pickup.

Mr. Dalton said there is a public water line that runs down the middle of Commerce Street and there is a similar situation on Seaboard Street so public utilities have been maintained but the street has never been formally dedicated, but it's been maintained over time by the town.

Mayor Pro-Tempore Mahaffey asked how this worked if there was a public utility under a private street that is maintained by Apex.

Water Resources Director Jonathan Jacobs said if the Town had to do work on a public utility under private pavement, the pavement technically wouldn't have to be replaced.

Town Attorney Hohe said with a prescriptive easement is that it only gives the right to continue the use that has been developed over those years and not the right to expand the use, and so what has been done over the years has to be looked at. She said there is a water line through the center of the road and pavement to a certain extent and then the question becomes if the Town wants to expand. She said moving forward if Apex needs to acquire this, it can't be expanded until it is.

Councilmember Reese said there were town homes on a privately owned road at the corner of Peakway and Tingen Road and asked if this was a similar situation.

Mr. Dalton said that Apex does not maintain this.

Councilmember Reese asked about the water and sewer maintenance rights.

Town Attorney Hohe asked if this was a newer development.

Councilmember Reese said it was built in 2004.

Town Attorney Hohe said Apex has been maintaining Commerce Street since well before 2003.

Planning Director, Diane Khin said that the first UDO was adopted on August 1, 2000 and easements since the 80's.

[SLIDE NO. 7]



[SLIDE NO. 8]



[SLIDE NO. 9]



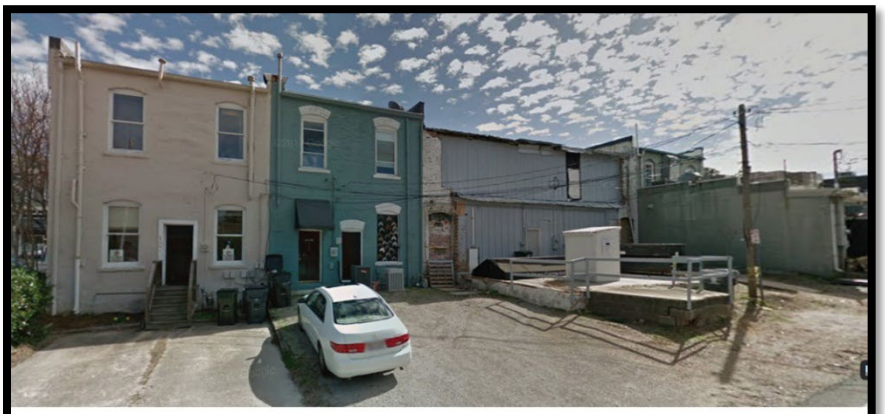
[SLIDE NO. 10]



[SLIDE NO. 11]



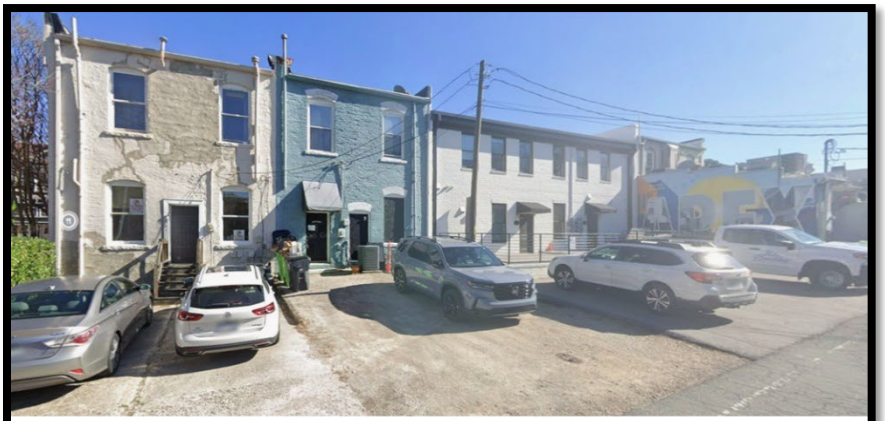
[SLIDE NO. 12]



Rear view of 123, 125 & 127 N Salem St

2017

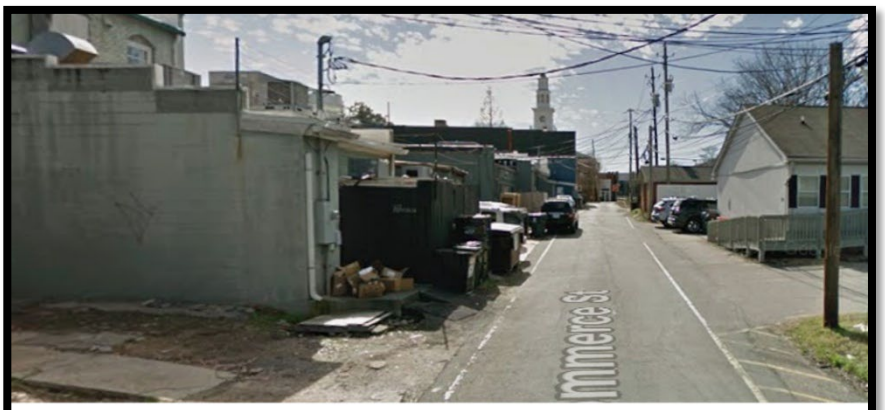
[SLIDE NO. 13]



Rear view of 123, 125 & 127 N Salem St

2025

[SLIDE NO. 14]



Looking south along Commerce St #2

2017

[SLIDE NO. 15]



Councilmember Zegerman asked for information about how the trash collection for the restaurant waste collection would be handled.

Mr. Dalton said there was no plan with the Commerce Street project to do any kind of trash consolidation, after talking with residents there just was not the ability to do this.

Councilmember Zegerman asked about underground storage with the bulk of the container underground and asked if that had been considered.

Mr. Dalton said that would require a property acquisition but that was his extent of knowledge about this. He asked Director Mullis if he knew more about this scenario.

Director Mullis said that there were discussions with GFL and they didn't have experience with that in the area and there is still space that would be needed and it having to be close to the users, and that makes it a challenging scenario.

Councilmember Zegerman said that if trash collection continues to operate there, in terms of usable space, then it doesn't help with downtown Apex being a destination area.

Mr. Dalton said for the scope of this plan was to add the public parking and the hardscape on the north end of the project and for the rest it was about the right of way, water line, pavement, and getting conduits to buildings, so it wouldn't be intended as a common walking alley.

Director Johnson said they are looking at something like that for Seaboard, but Commerce is one-way and a lot tighter.

Mayor Pro-Tempore Mahaffey said the question is how much compensation the Town would receive for accepting public dedication to the street.

Assistant Town Manager Stone said the Town would actually have to pay for the right of way, and that goes into their overall recommendation.

[SLIDE NO. 16]



Looking south along Commerce St #3
2017

[SLIDE NO. 17]



Looking south along Commerce St #3
2025

[SLIDE NO. 18]



Looking south along Commerce St #4
2025

[SLIDE NO. 19]



[SLIDE NO. 20]



Councilmember Reese said that there is a concern already not having much room for expansion of the existing retail space downtown, and this would limit it further.

Mayor Pro-Tempore Mahaffey said there was concern with expanding a historic building but wasn't concerned about a property owner choosing not to sell or asking a high price for their property or easement.

Councilmember Reese said there are houses in this area that maintain their historic character and then 3500 square foot homes behind it, and this could fall under the same scenario.

Director Johnson said this is the most expensive part of that project and part of the budget was moved to Salem Street. He said this is an area where a lot of money can be saved.

[SLIDE NO. 21]



[SLIDE NO. 22]



Councilmember Zegerman said the Town has maintained the road as a courtesy, but it isn't the Town's responsibility.

Councilmember Mu asked to see on the map option two being proposed.

Mr. Dalton said all the parking would be eliminated and they would be able to resurface the alley and place the waterline in the area shown on slide 20.

Mayor Pro Tempore Mahaffey said he wanted to know how much they would be willing to pay the Town to accept the right of way dedication.

Town Manager Vosburg said that pivot would change things drastically, and would need to be done sooner rather than later.

Councilmember Reese asked what the cost of option two would be compared to the current option.

Director Johnson said they didn't have that information.

Councilmember Reese asked if there was a ballpark estimate.

Director Johnson said he could get it but didn't have it available at this time, and said alleyway resurfacing could be an issue if the Town decided to stop maintenance.

Town Attorney Hohe said that is a discussion for a different time about rights and responsibilities with respect to that paved surface. She said that the Town regulates the traffic on Commerce Street entry and exits and this street is one-way. She said the question is if they wanted it to be private, because then the Town would have no regulatory authority at all. She said this matters in respect to negotiations with the property owner. She said that the Town already had some of the rights with respects to the property, and the Town wouldn't want to pay for the rights they already have.

Mayor Pro-Tempore Mahaffey said the Town is willing to spend millions of dollars to improve this road, and he thinks the Town shouldn't have to pay to be able to do that for the private road. He said that the property owners should pay the Town or improve the street to public standards before the Town accepts it.

Town Attorney Hohe said there's two separate things, because the Town doesn't have any right to parts of the property.

Mayor Pro-Tempore Mahaffey said he agreed, and said the parking spaces were different than the actual street. He said it would make sense to pay for the parking spaces, but not for the road that the Town paved and maintains.

Councilmember Reese spoke as a renter downtown and noted that this specific situation did not affect him but said there was not an estimate available for project cost. He asked what the specific fiscal concern was about the payment, because they would need an estimate. He said placing those costs on downtown businesses would directly impact economic development and the downtown character. He said the property owners often aren't in Apex or even in the state or country, and the owner with little interest in the community itself will likely pass those costs on to the business.

Mayor Pro-Tempore Mahaffey said the property owner having the Town pay to pave the road is not how things have been done before and would set a bad precedent. He said the property owners should not be asking for the town to pay them to do this project when this will be a benefit to them, which is why other property owners are asking for the Town to take these private roads from them so they can be repaved.

Councilmember Zegerman said in this case the Town would have to spend a large sum of money and get very little public benefit other than the road being repaved.

Councilmember Reese said that Apex Police Department has to use this alley way leaving Saunders Street parking to get to Chatham Street. He said the more this framework is followed the more likely there will be resistance, and there may not be time for that when Apex may not be as competitive with other downtowns in other nearby municipalities.

Councilmember Zegerman said if the only public benefit was the occasional police cut-through, then this was not worth it.

Councilmember Reese said this was not worth it.

Mayor Gilbert asked when Councilmember Gray was anticipated to arrive

Town Clerk Coleman replied that it depended on his court schedule, and he was planning on attending tomorrow's Retreat.

Director Johnson noted that most of the cost will be in the area with the acquisition for the utilities and private parking spaces. He said the bulk of the work along Commerce Street will be utilities, replacing the water lines.

Councilmember Zegerman said that water line doesn't need to be replaced and it would only be done if they tore up the street.

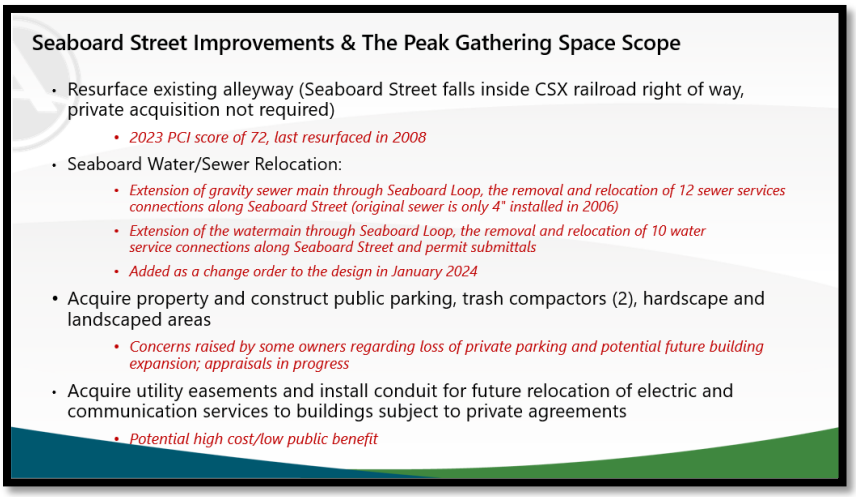
Director Johnson said it doesn't need to be, and that's why they offered the option to delay the project. He said most of the cost for the Commerce Street project would be the acquisitions for those private spaces. He encouraged them to move forward to the Seaboard Street Improvements.

Town Manager Vosburg said they could come back to this decision point.

Councilmember Reese asked if they could get a ballpark estimate on the costs before then.

Town Manager Vosburg said they would.

[SLIDE NO. 23]



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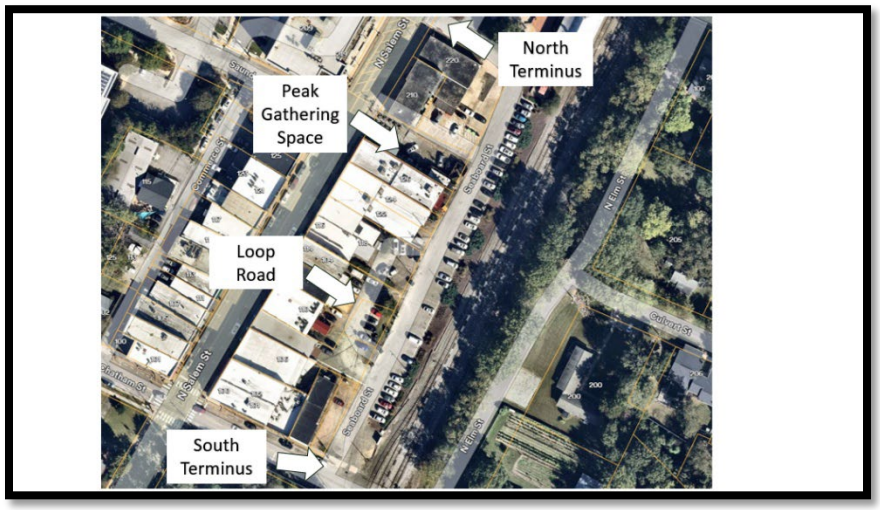
[SLIDE NO. 25]



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[SLIDE NO. 27]



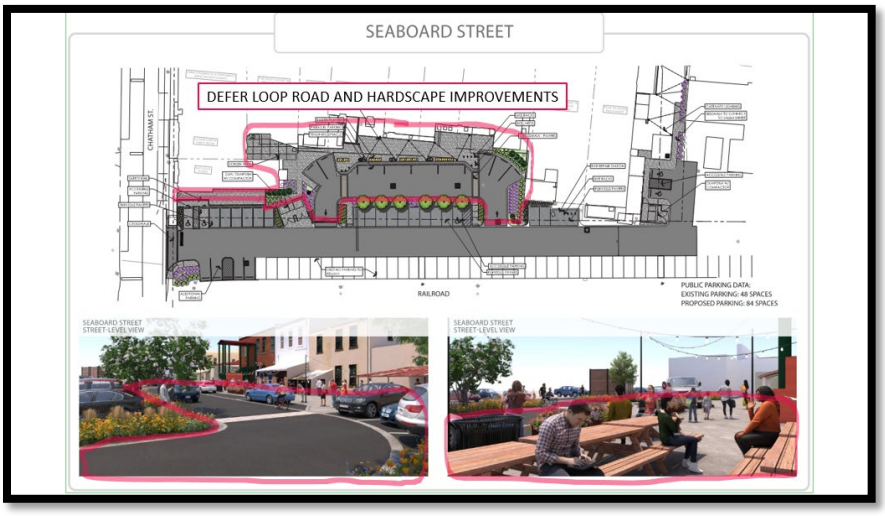
[SLIDE NO. 28]



[SLIDE NO. 29]



[SLIDE NO. 30]



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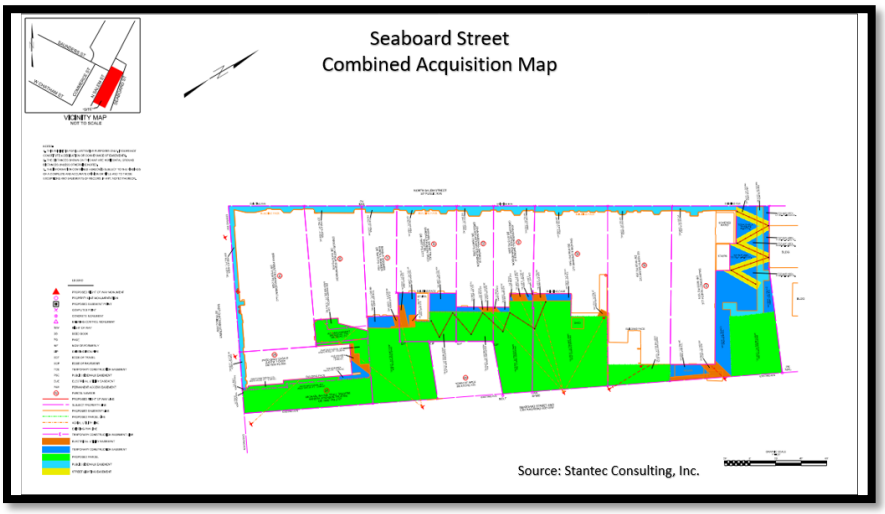

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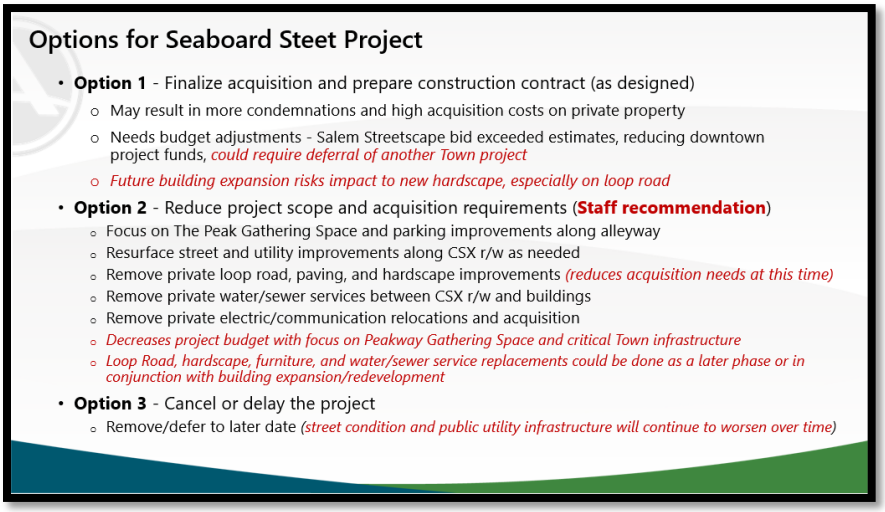


Councilmember Zegerman said that option 2 in this area because of the parking lot. He said on the other side if the property owners are wanting to Town to pay a ton of money they shouldn't do that.

Mayor Pro-Tempore Mahaffey said there are advantages for remaining private ownership from the business perspective.

Councilmember Zegerman said no matter what he would want to make the site appear cleaner.

Director Johnson said they would plan for one dumpster on each end.

Councilmember Zegerman said that would still require property acquisition, so he would want to plan for a scenario where the Town couldn't make that work.

Councilmember Reese said they would need to be thoughtful about where they are putting things in case businesses change drastically.

Councilmember Zegerman said they need to do what they can to clean this area up.

Councilmember Reese said he had also had requests to look at accessible spaces on the south end, since there aren't any currently.

Mr. Dalton said there are some in the plans, but ADA requirements are fairly strict about where they can go with sloping/grading.

A **motion** was made by **Mayor Pro-Tempore Mahaffey,** and seconded by **Councilmember Zegerman,** to direct staff to proceed with Option 2 for Seaboard Street.

VOTE: UNANIMOUS (4-0), with Councilmember Gray absent

Town Manager Vosburg thanked them for the direction and said they could revisit Commerce tomorrow.

[SLIDE NO. 33]



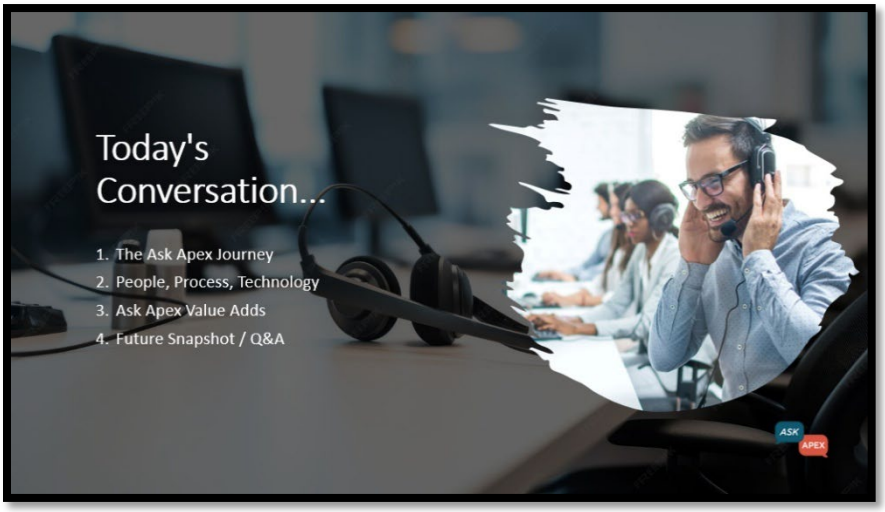
[ASK APEX CALL CENTER UPDATE]

Ask Apex Manager, Darla Bryant, gave a brief introduction and gave the following presentation:

[SLIDE NO. 1]



[SLIDE NO. 2]



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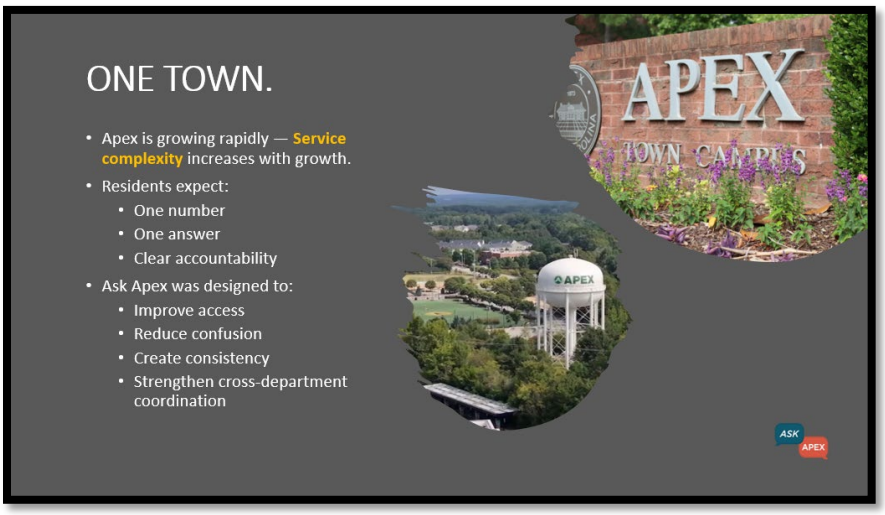

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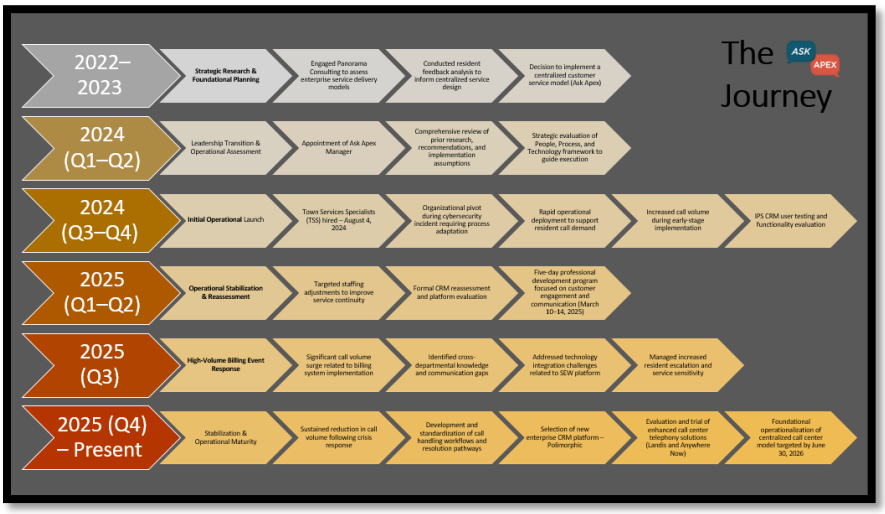

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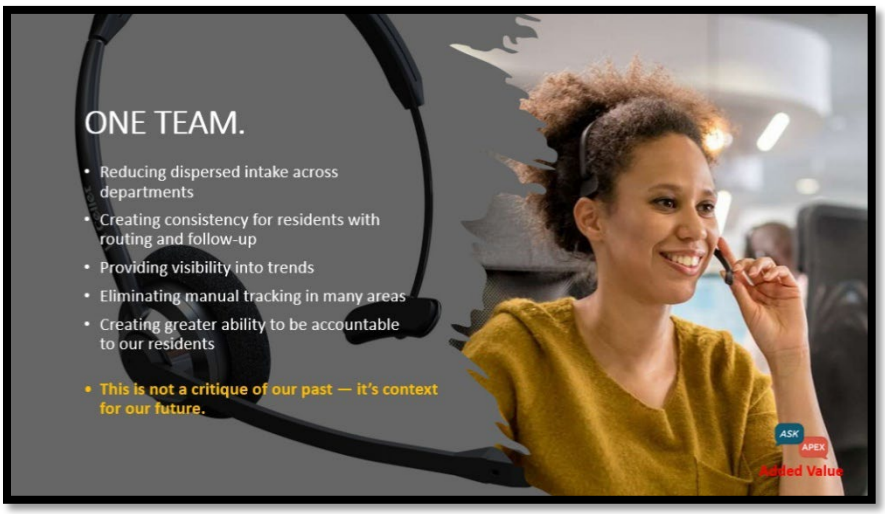


Councilmember Zegerman asked if the CRM tool would include a ticketing system for follow-up.

Ms. Bryant said that she had just seen the system today for the first time and it does create a case that is trackable.

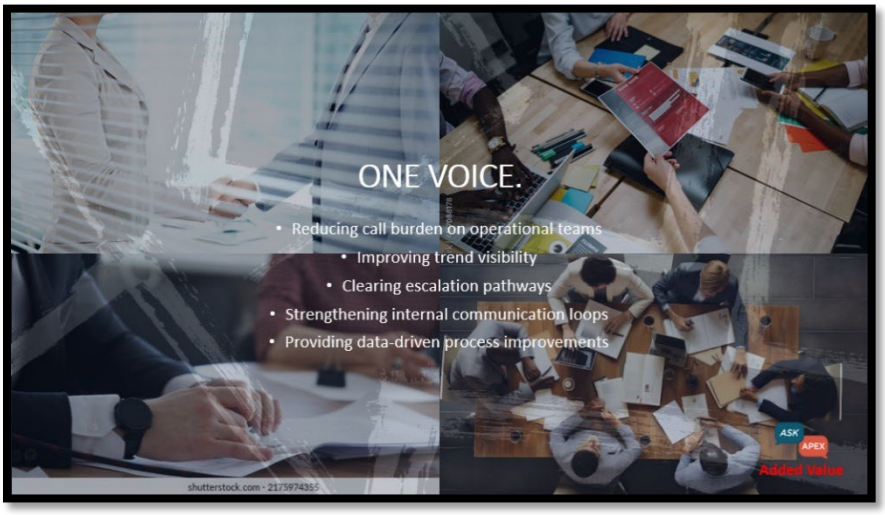
Councilmember Zegerman asked if there would be an opportunity to expand this system internally for others to be able to follow up.

Ms. Bryant said this is an enterprise-wide system and not a call center. She said that the goal is for all departments to participate in this system and all of the systems that the CRM can integrate with or interface with. She said she is working with IT to help make sure all staff has access to the CRM.

Councilmember Zegerman asked if the knowledge base could be externalized so that residents can find that information or answers to questions without having to make a call.

Ms. Bryant said Ask Apex has some questions listed there and there will be other things that customers will be able to ask throughout the website and IT is working on innovations like chatbot, voice bots, and other AI-driven solutions, but there will still be a phone option.

[SLIDE NO. 7]



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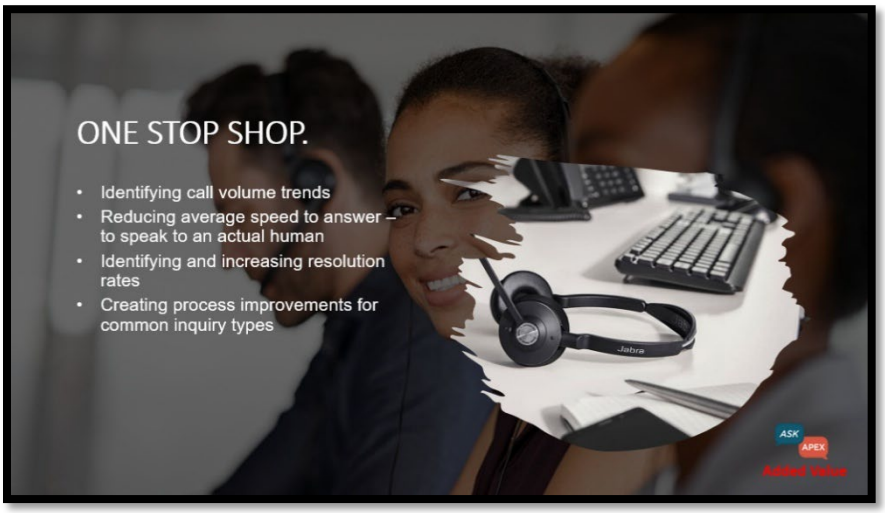


[SLIDE NO. 9]



[SLIDE NO. 10]



[SLIDE NO. 11]



Councilmember Zegerman thanked staff for all of the work that has gone into this and this is an indicator of customer service.

Mayor Pro-Tempore Mahaffey asked if there were plans for using some of the AI portions of this software and how that would impact customer service.

Ms. Bryant said she was still learning about the AI piece.

Director of Information Technology, Erica Sacco said that AI was already being used and there are volunteers on the website to utilize the chatbot and that is polymorphic. She said that they were taking this very slow but are working on this.

Councilmember Reese thanked staff. He said that department's work is hard because they almost always hear only the bad feedback.

Councilmember Zegerman said this is important because by the time somebody calls the town, typically something has gone wrong and having an ability to deal with this issues is good.

Ms. Bryant said that with new technology they will have the ability to get customer satisfaction intel from residents and help identify trends.

Councilmember Zegerman said this will be a key contributor to resident outreach in helping with their utility bill or whatever may be the issue.

Councilmember Mu asked how the bot is at handling the utility questions.

Ms. Bryant said that currently it is not implemented but the goal is going to be to have it talk as much like talking to a human person as it can, but it is AI so it has to learn.

Director Sacco said it has been very effective in testing in handling certain types of questions.

Councilmember Reese asked how staff could be supported to make sure they aren't getting burned out due to the nature of calls that they are receiving.

Ms. Bryant said that leadership is key to managing call center staff to help them avoid burn out. She said there are residents that do call to say encouraging things like "thank you for the work you do" as well as upset callers, so call center agents are trained to be professional and develop their professional customer service acumen and staff are being

provided training and resources to help them handle situations. She said the call center is a very collaborative work environment.

Town Manager Vosburg added it is more common in this region to provide something like this, but it is not common nationwide. He said Council can show this as high level of service that is being provided for residents.

Mayor Pro-Tempore Mahaffey said he used to work in a call center, and thanked the staff for their work.

Director Newman welcomed Council to come meet the call center staff, and they would love to meet Council as well.

Ms. Bryant invited Council and staff to come in and listen to actual calls as they happen. She said they can use that for quality assurance and assistance.

Councilmember Mu asked how they would do this.

Ms. Bryant said to just let her know when they would like to come.

Mayor Gilbert announced the meeting in recess for a lunch break at **12:06 p.m.**

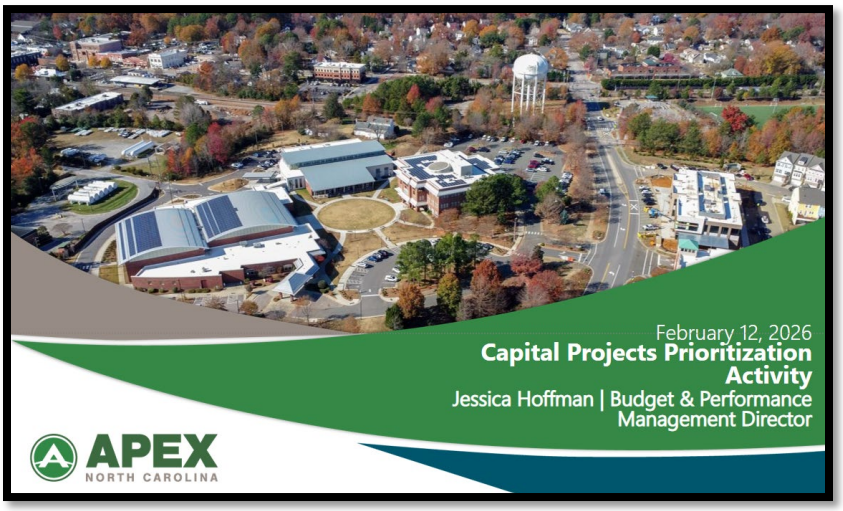
[LUNCH – 30 MINUTES]

Mayor Gilbert reconvened the meeting at **12:41 p.m.**

[CAPITAL PROJECTS PRIORITIZATION ACTIVITY]

Budget Director Jessica Hoffman gave the following presentation:

[SLIDE 1]



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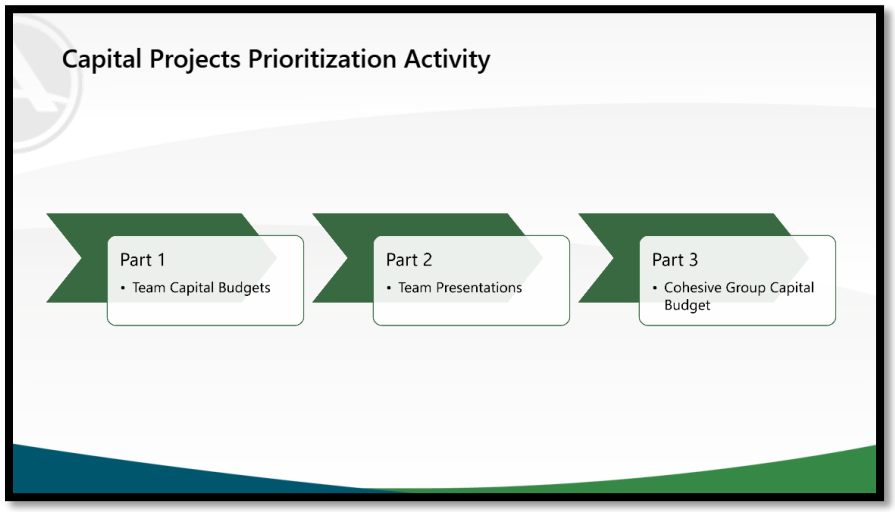

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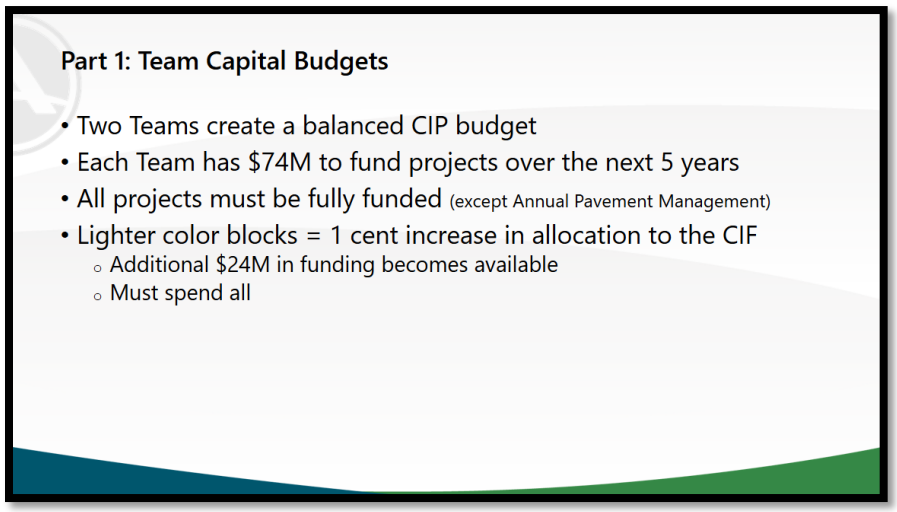

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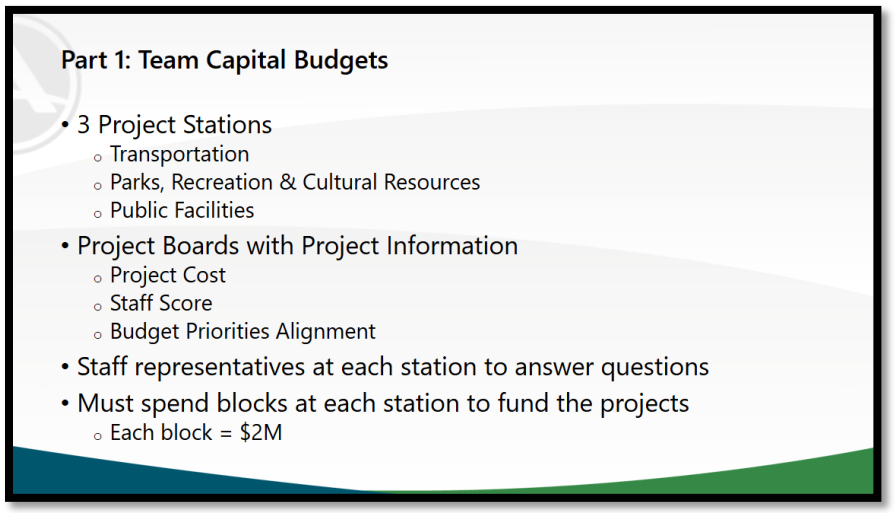

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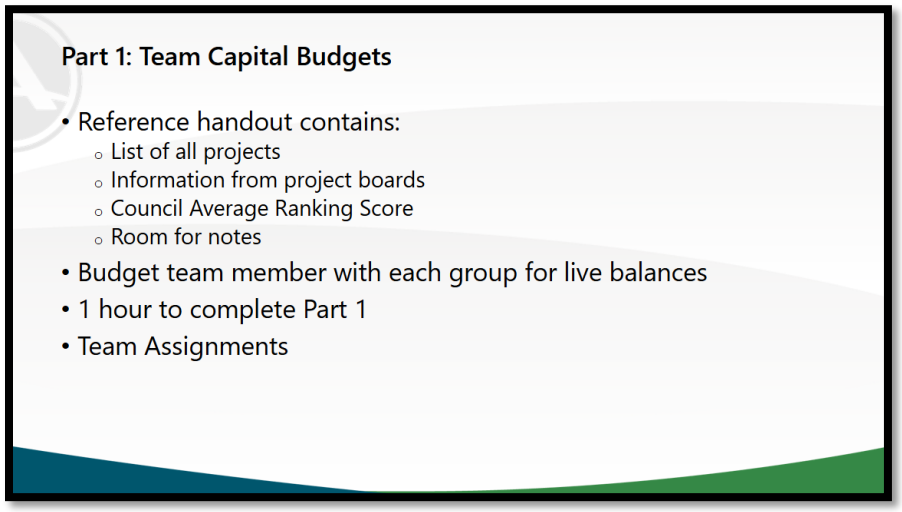

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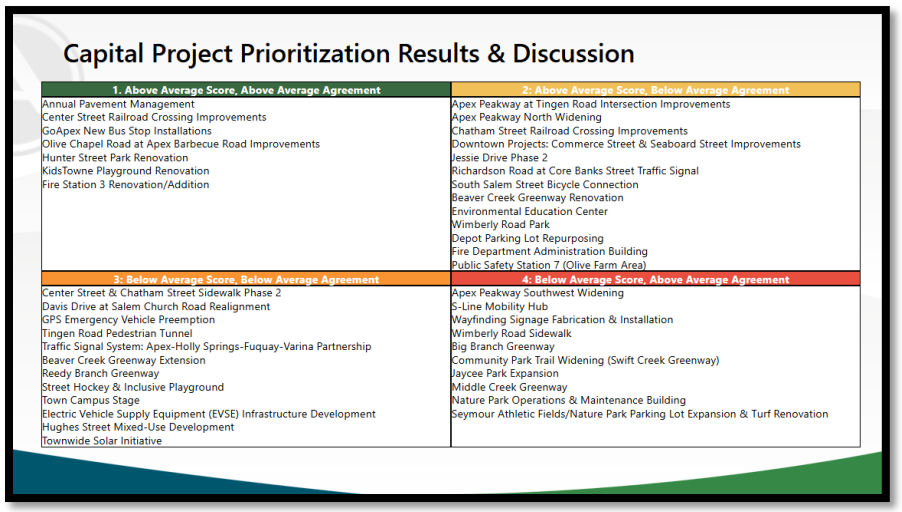


Director Hoffman split the Mayor and Council into teams to work on a CIP Prioritization activity.

Councilmember Reese asked how they handle not having Councilmember Gray present for this activity.

Town Manager Vosburg said to base it on their own opinions in the discussion, and they will have to include Councilmember's Gray's later.

Councilmember Zegerman said a similar thing happened last year, and they can add in the input later.

Town Manager Vosburg said nothing from this discussion will be binding, and after the activity the teams will come back together to discuss as a whole.

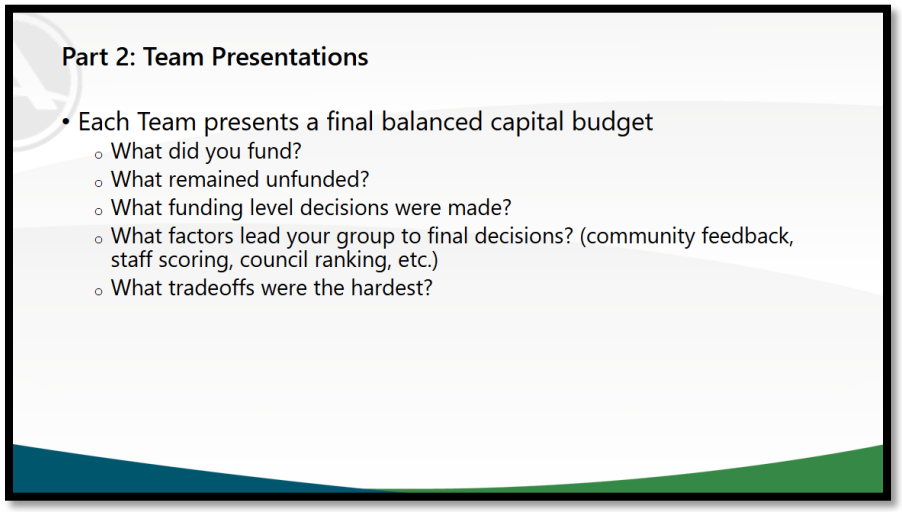
After the team discussions and activity concluded, **Town Manager Vosburg** said the budget team would compile the results to present as a whole.

Mayor Gilbert announced a 15-minute break at **1:46 p.m.**

Mayor Gilbert reconvened the meeting at **2:03 p.m.**

Director Hoffman discussed the second part of the activity:

[SLIDE 7]



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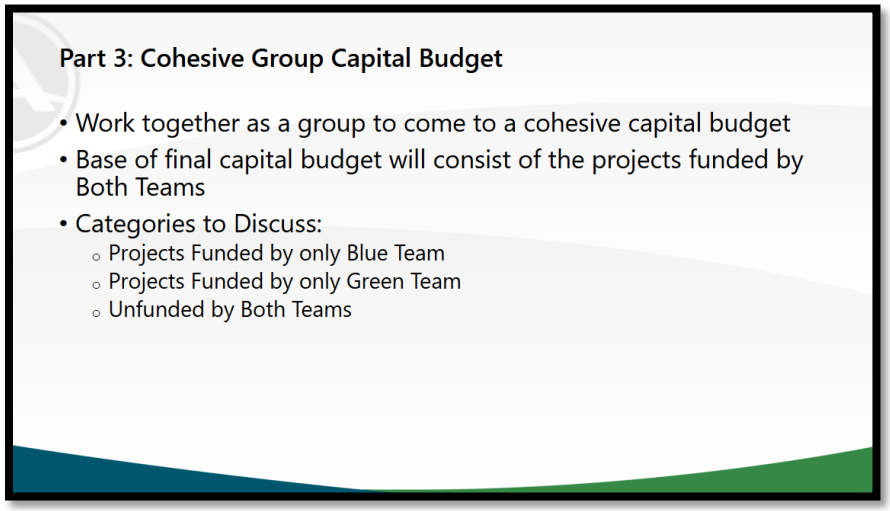


Mayor Pro-Tempore Mahaffey said one of the principles his group discussed was finishing what has been started, so projects that have already been started were given priority. He said he was looking to do projects that were highly visible as well, such as traffic lights.

Councilmember Reese said Wimberly Road park was a high priority, but it was hard to rank it highly here because of its high cost. He said that money could be spread around

more efficiently. He said it's important to keep current things working well and finishing current projects before starting new ones.

Mayor Pro-Tempore Mahaffey said public safety and facility space were highly represented in their ranking as well. He said Wimberly Road Park was a good example that may be looked at as having its own bond for funding in the future.

Councilmember Zegerman said they had a similar approach, and wanted to do a large number of smaller projects and focus on things the community wanted, such as traffic related projects. He agreed about optimizing projects the Town is already working on before going to new, bigger projects. For facilities, he said space considerations for were prioritized, as well as sequencing in cases where some projects need to be finished before others can be started. He said he would really love to build new things, but it doesn't make sense at this time. He said they reallocated a penny to the CIF to help add a couple projects, including the Environmental Education Center and the Reedy Branch Greenway.

Councilmember Mu said traffic projects, projects that had already been started, and public safety projects were heavily prioritized. She said they brought back the others after the CIF increase in their scenario. She said she was debating the Wimberly Road Park, and the possibility of a 20-year bond for future residents to help contribute. She said the Town has allocated $1 million for designs in future years, and it was a part of the Town with a high population, but with low public amenities. She said it was an important project, but they may have to ask residents if they wanted to approve a bond.

Director Hoffman presented the project alignment based on both team's individual feedback. She said this represented the baseline of where to go from the final budget. She invited the Mayor and Council to debate where projects were to help determine prioritization. She noted that both groups wanted to do a penny increase to the CIF, which would provide an addition $16 Million in funding.

Councilmember Reese asked why the downtown streets were included by the other team.

Councilmember Zegerman said it was part of finishing what was started. He said funds had already gone into Salem Street, and after the discussion this morning it made sense to finish work on Commerce Street and Seaboard Street to some degree as well.

Councilmember Reese said they could split things.

Director Hoffman said they could potentially split some parts of it.

Mayor Gilbert asked about the Davis Drive and Salem Church Road Realignment.

Councilmember Zegerman said they added that one in after their penny increase, and it was an area of Town where there will continue to be traffic challenges, and they will need to handle it at some point.

Mayor Gilbert said that was high for him as well, and they have received a lot of concern about that area.

Councilmember Zegerman asked why they wanted to fund both Peakway North and Jessier Drive Phase 2.

Mayor Pro-Tempore Mahaffey said Jessie Drive is finishing what they started, and Peakway North was one that was barely missed out on funding in the current year, and it was

in the 5-year horizon. He said ideally they would time these based on when matching and additional funds were available to reduce cost for the Town.

Councilmember Mu asked how the other group of council members prioritized the Peakway North and Jessie Drive Phase 2 projects in comparison to other transportation projects.

Mayor Pro-Tempore Mahaffey said Beaver Creek Greenway Renovation went to the theme of working on existing projects and facilities for the Town. He said they get a lot of complaints about the flooding that occurs on portions of that greenway. He added that some of the larger expansion-related projects were excluded because of the possibility to moving them out into bond funding. He said they did leave off the Beaver Creek expansion.

Councilmember Zegerman said he would rather do renovations of the existing facilities as well. He also discussed some greenway expansion potentially getting state funding in the future, seeing it is on their expansion map.

Mayor Pro-Tempore Mahaffey said these plans can change if funding opportunities present themselves and encouraged staff to be applying for those grants and funds where available.

Director Hoffman said for decisions points, they needed to decide what they wanted to agree on funding.

Town Manager Vosburg said they also needed to determine if they agreed on moving forward with the additional penny to the CIF, which would expand what they could include.

Councilmember Zegerman asked about Public Safety Station 7.

Mayor Pro-Tempore Mahaffey said he felt that was outside the 5-year time horizon.

Councilmember Zegerman said there is a lot of development queued up in that area even if more doesn't come in, so he recommended considering it to ensure response times and emergency service maintains high levels.

Director Hoffman said there recommendations will guide the draft budget, and they will present that to Council in the coming months.

Council continued discussions regarding which projects to include in the baseline proposal.

Director Hoffman listed the following as projects included to be funded based on Council's recommendation from this activity: Annual Pavement Management, Apex Peakway at Tingen Road, GoApex New Bus Stop, Olive Chapel at Apex BBQ Road Improvements, Richardson Road at Core Banks Traffic Signal, S-Line Mobility Hub, South Salem Street Bicycle Connection, EV Infrastructure, Fire Department Administration Building, Fire Station No. 3 Renovation & Addition, Hughes Street Mixed Use Development, Environmental Education Center, Hunter Street Park Renovation, KidsTowne Playground Renovation, Town Campus Stage, Chatham Street Railroad Crossing Improvements, Center Street Railroad Crossing Improvements, GPS Emergency Vehicle Preemption, Street Hockey & Inclusive Playground, Depot Parking Lot Repurposing, Beaver Creek Greenway Renovation, Part of Downtown

Projects for Commerce and Seaboard, Public Safety Station No. 7, Townwide Solar Initiative, Apex Peakway North Widening, Apex Peakway Southwest Widening, Wayfinding Signage Program, and Chatham Street Sidewalk Phase 2.

Town Manager Vosburg said this will be used as a guide for staff as they begin the formation of the budget for Council's consideration.

Councilmember Zegerman said this process felt more tangible than in year's past, and appreciated that.

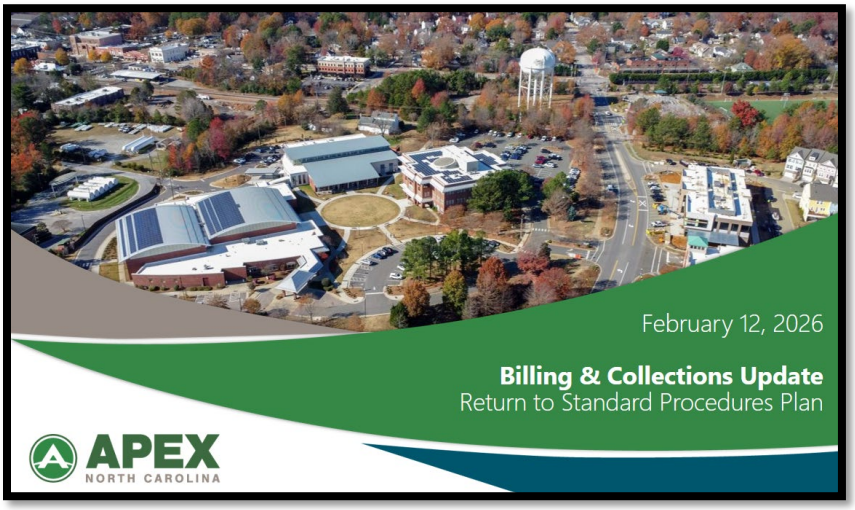
Councilmember Mu said this was much easier to understand and interact with than the survey.

Town Manager Vosburg noted that before moving on to the next topic, the Council Policies & Procedures discussion would be moving to Friday's session to ensure Councilmember Gray and Councilmember Mu could participate.

[BILLING PROCEDURES UPDATE]

Deputy Town Manager Purvis and **Finance Director Jon Griffin** gave the following presentation:

[SLIDE 1]



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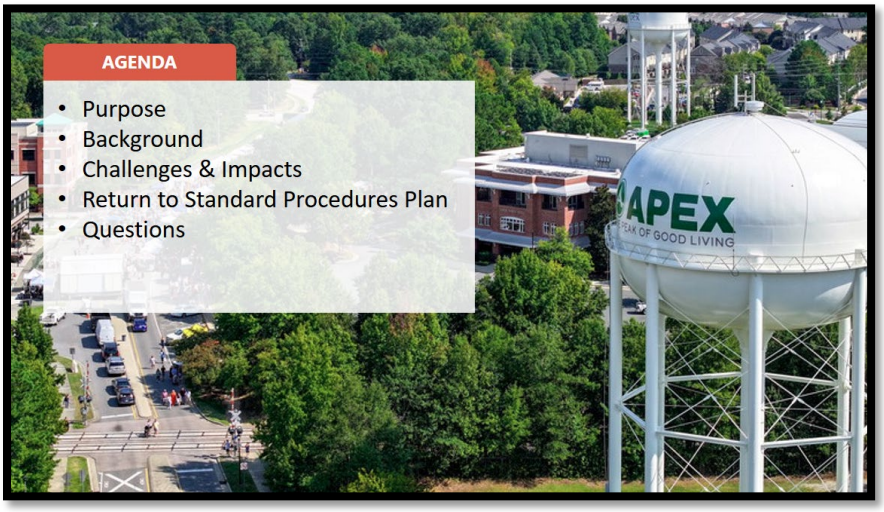

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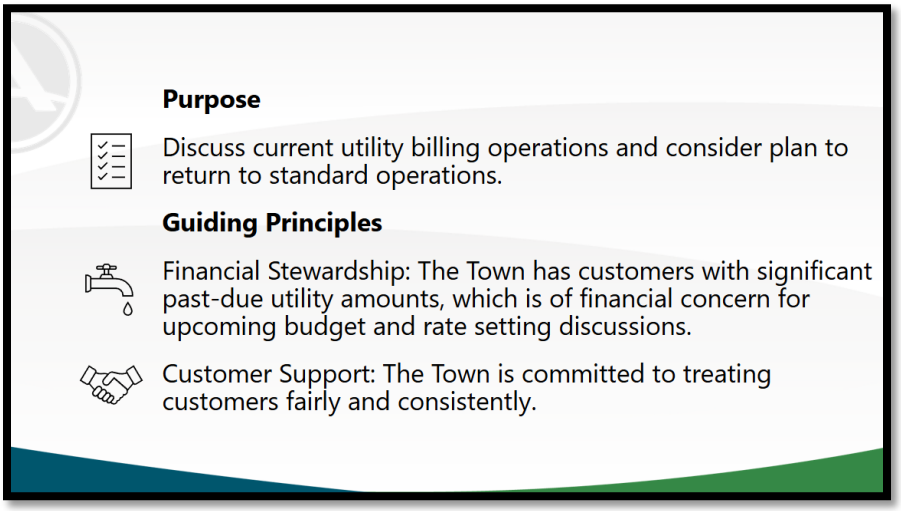

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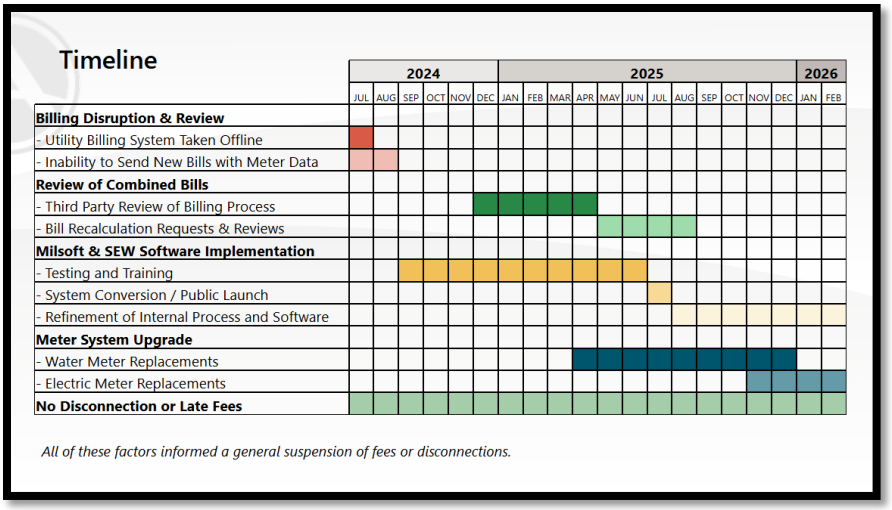

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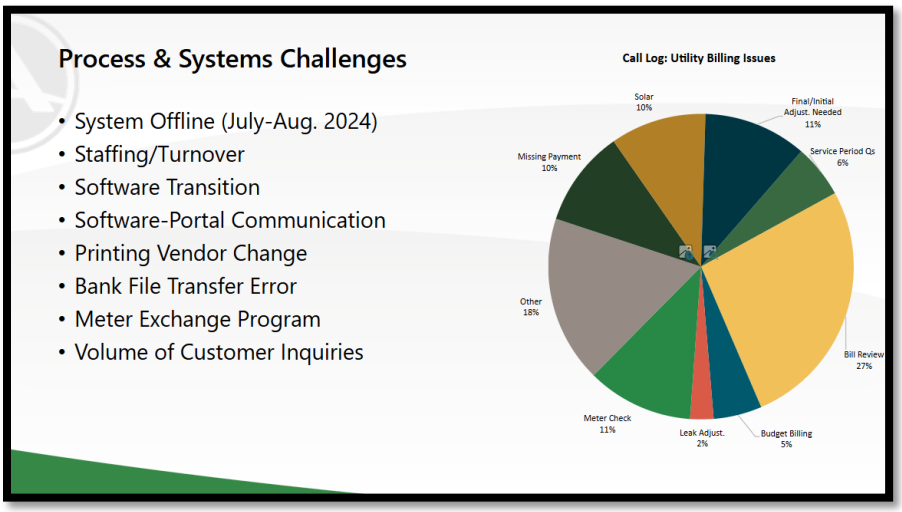

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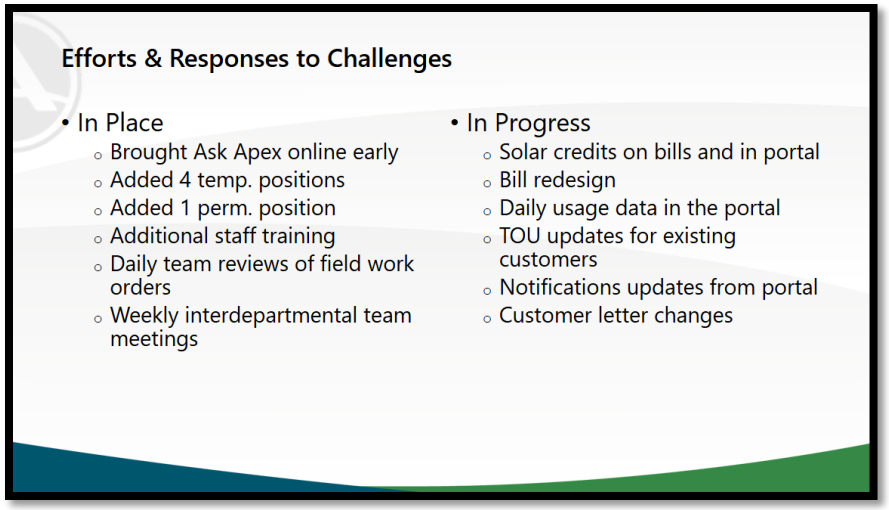

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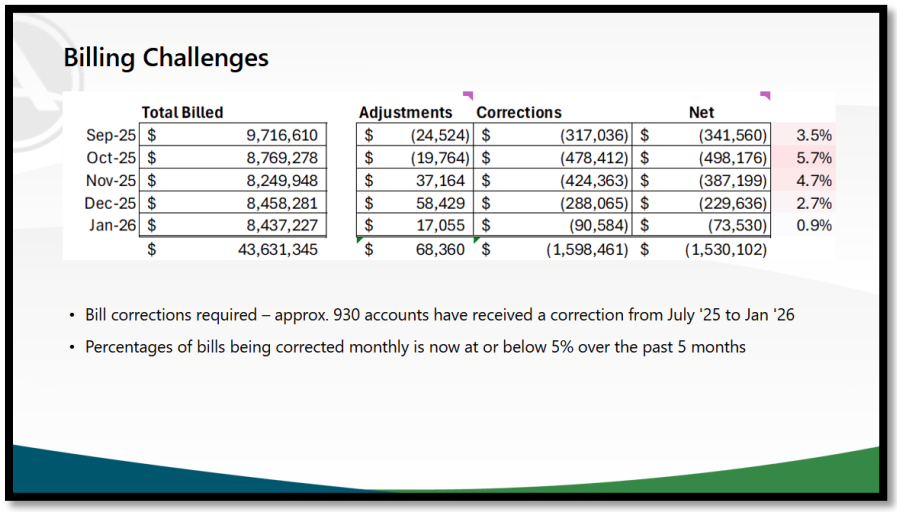


Councilmember Zegerman asked how this compared to before these issues started. He wondered how much of an adjustment level is considered "normal".

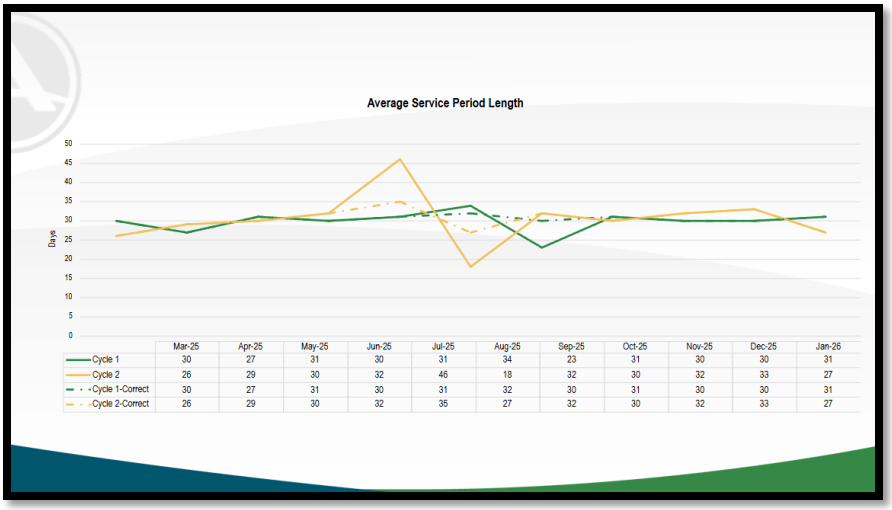
Director Griffin said there a lot of issues that happen after having the system go offline, and he said at this point the amount is close to normal. He said he would consider around 3% or less to be a normal amount of corrections.

Councilmember Zegerman wondered how much still going is still clean-up from the issues versus what would normally be there.

Deputy Town Manager Purvis said they can pull some more historical data.

Councilmember Zegerman said he'd like to see how they were trending before July '24 as well.

[SLIDE 9]



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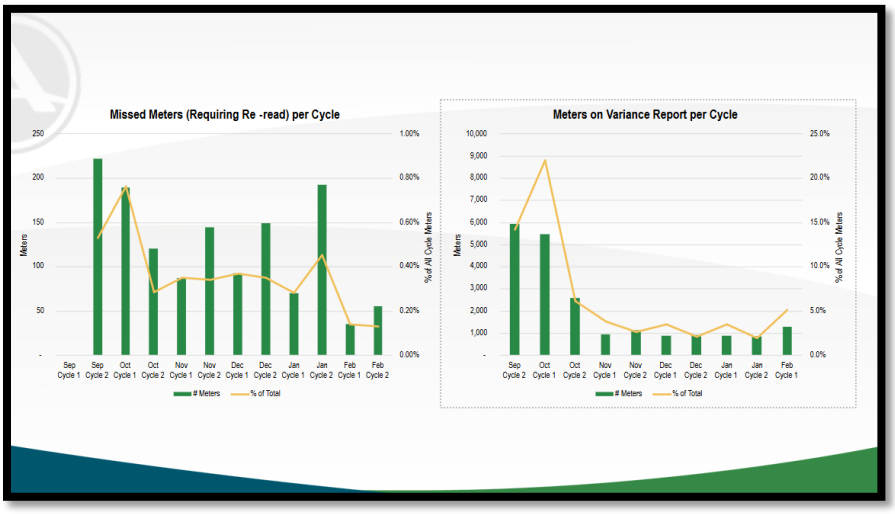


Councilmember Zegerman said testing was based on looking at previous trends, then identifying if current usage seems out of the ordinary

Deputy Town Manager Purvis said they compare things to trends as well as previous years around the same timeframe.

Mayor Pro-Tempore Mahaffey asked how the variance report was produced.

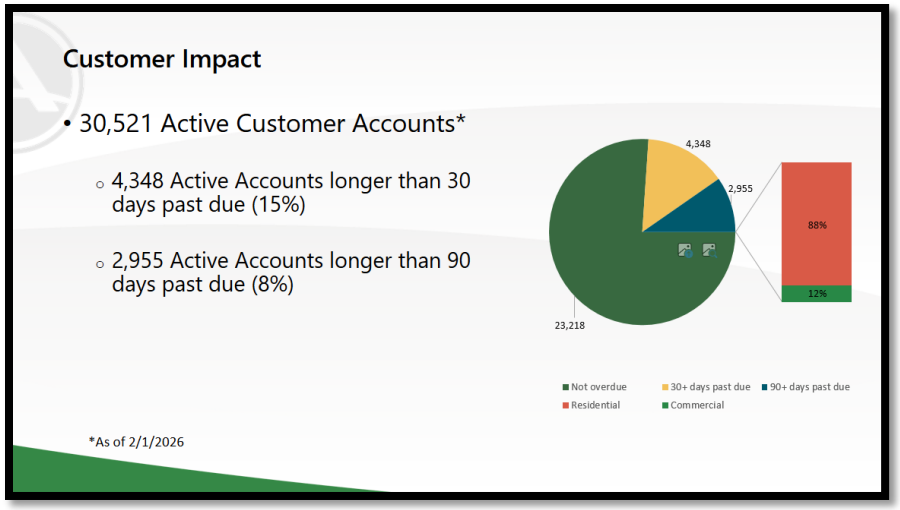
Billing & Collection Manager Robert Taylor said it reports based on the baseline that has been established for accounts within the system. He said it flags accounts with a certain percentage higher usage than what the baseline set for it is.

Mayor Pro-Tempore Mahaffey asked if this was run through Millsoft.

Mr. Taylor said it was.

Deputy Town Manager Purvis said those parameters can be changed as well, so the percentage that flags on the report can be whatever they want it to be.

[SLIDE 11]



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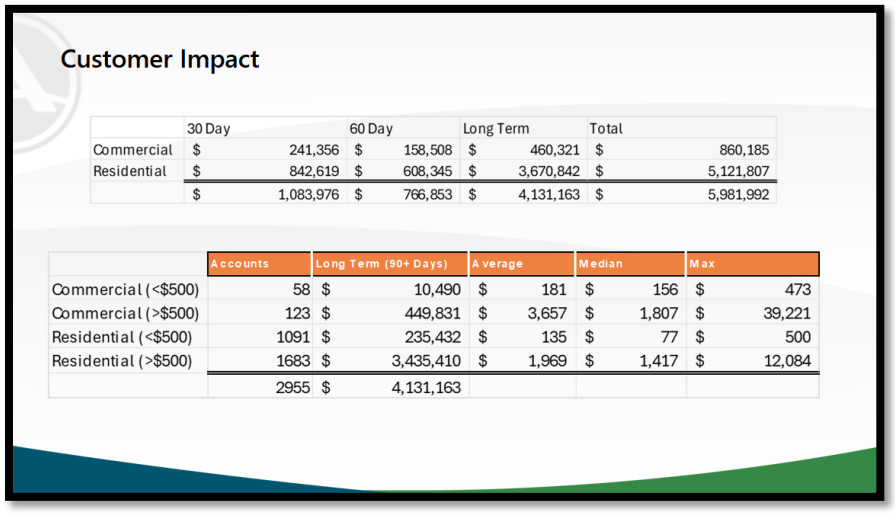

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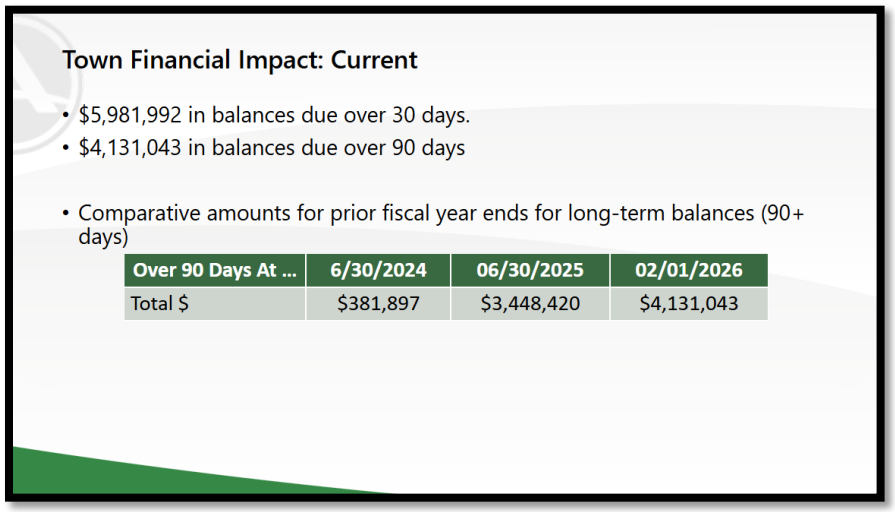


Councilmember Zegerman asked what was normal in this regard as well.

Director Griffin said prior to the Cyber incident, the town wide long-term balance was less than $400k. He said $3 million was added over that next year, and is now over $4.1 million

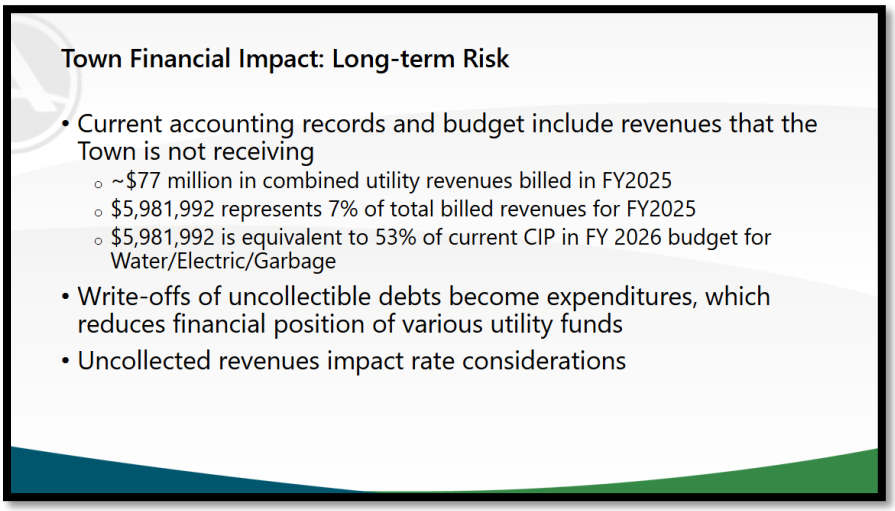
Councilmember Reese asked if they see an issue with the balance due over 30 days as well, or if over 90 days is the big issue.

Director Griffin said most bills are paid within a 30-day range, and said in most cases if individuals get balance over 60-days, it has not come down.

Councilmember Reese asked if staff has seen a lot of over 30-day group pay a portion of their bill and not the whole thing, or if that is more common in the below 30-day.

Director Griffin said for the 90-day individuals, they are mostly paying nothing. He said below that there are some payments coming in. He said there is a payment plan option, but that currently represents less than $50,000 of outstanding balance.

[SLIDE 14]



Councilmember Zegerman asked if the write-offs would happen at the end of each fiscal year, or at what rate would that occur.

Director Griffin said it would be at the end of the fiscal year.

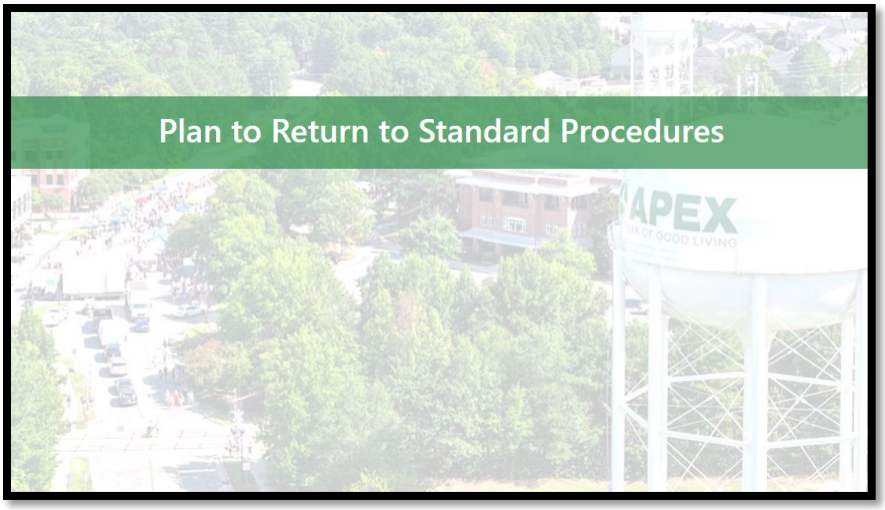
Mayor Pro-Tempore Mahaffey asked if the potential write-off could affect the Town's credit rating.

Director Griffin said it potentially could, especially considering the debt in the electric fund.

Mayor Pro-Tempore Mahaffey asked if this was separate from the GO bonds.

Director Griffin said it's the same rating, but things revenue bonds for water would look directly at those funds.

[SLIDE 15]



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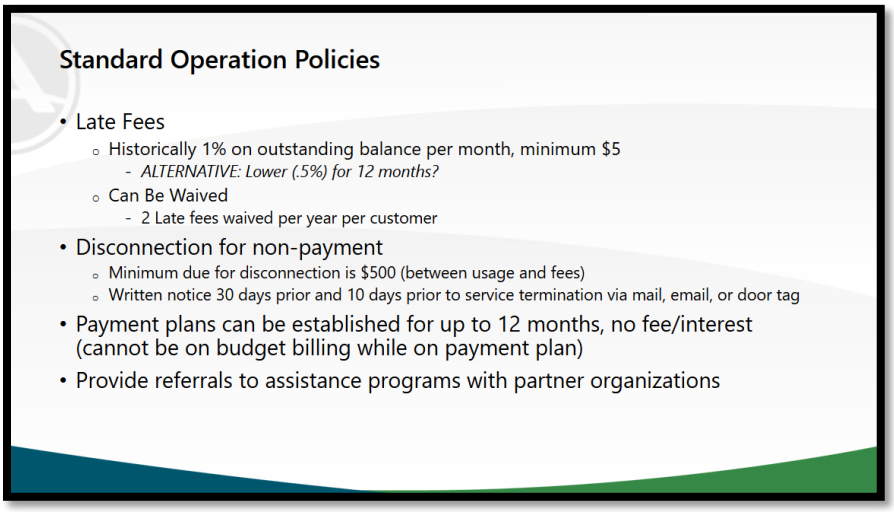

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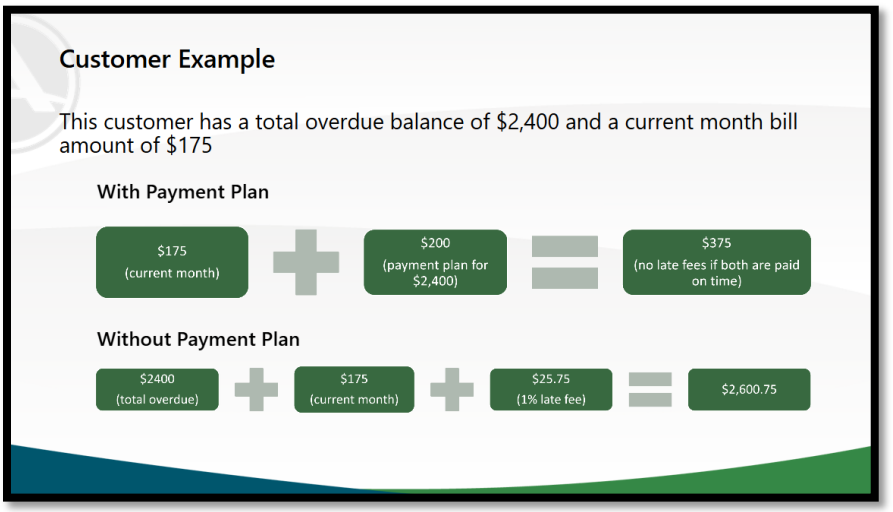

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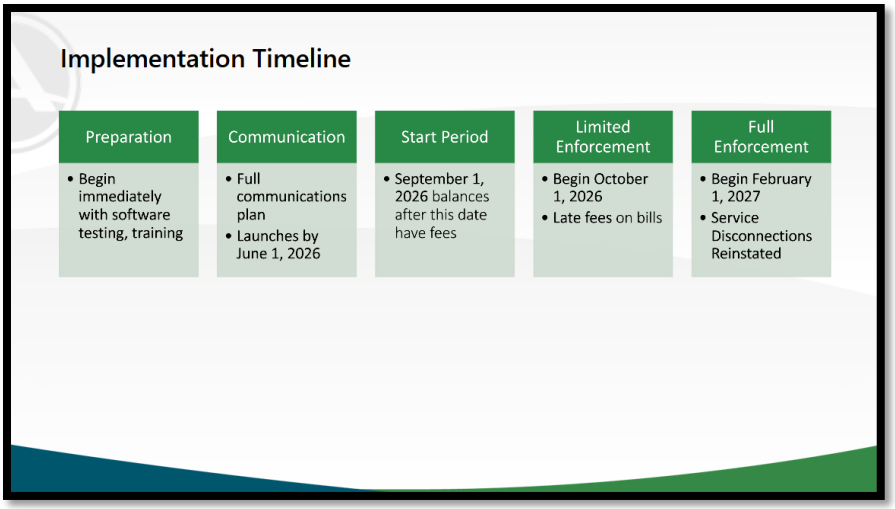


Councilmember Zegerman said as long as they aren't going to disconnect any customers on a payment plan, they should bring the full enforcement period forward more.

Deputy Town Manager Purvis said currently these functions don't exist at the moment, so they want to make sure everything works well when it's rolled out. He said July is always very busy with the start of the Fiscal Year, but they could move it up some if Council wanted. He said customers may want to join a payment plan once they realized they're being charged late fees as well, and the Town has historically never done cut-offs during the holiday season.

Councilmember Zegerman said if an account owes several thousand, the late fee likely isn't going to motivate them to do so. He said delaying it may just make the problems worse.

Deputy Town Manager Purvis said they've discussed those questions, and they've tried to develop this plan with giving customers as much time as possible. He said they're also wanting direction from Council, so this can be amended based on what they direct. He said February was a longer range than they wanted, but was where it landed with the mitigating circumstances they were trying to consider.

Town Manager Vosburg said they could also move up the start for late fee accrual.

Councilmember Zegerman said he wants to try and drive as many people as possible into payment plans, since that is more financially secure for the Town than the money sitting unaccounted for longer. He said his preference would be to be more aggressive with the disconnection date, since that would be the main driver of change.

Mayor Pro-Tempore Mahaffey said he would like the start of balances accruing late fees to begin July 1st with the fiscal year, and move up the rest of the timeline as well.

Councilmember Reese said he was considering both sides of this. He said there are some "super-violators" who owe a lot and haven't communicated with the Town or tried to pay parts of their bill, and on the other end people who have tried to keep up and fallen behind. He said weather may be more mild in October/November to do disconnections to

mitigate the impact of harsh weather than in February. He asked if there was a way to focus efforts on the individuals when higher amounts owed, and could that be practical & legal.

Director Griffin said currently there isn't much incentive for individuals to be on payment plans, so it's hard to determine how to handle a specific side of the equation differently.

Councilmember Reese asked if collection was a viable option at some point.

Director Griffin said there is a program with the state where the Town could submit debts, and if a customer owed to any other state agency they would be obligated to settle up with the Town first. He said collections likely wouldn't be very effective, because disconnections would be much more impactful.

Councilmember Reese asked if there was any mechanism that could be used to help recover costs from larger accounts or people that have already moved.

Councilmember Zegerman said there are people who may economic hardship, but there are programs that can help them, such as NeighborUp. He said there is a legal requirement to recoup this money. He said he doesn't think they should focus on a specific group or user base.

Mayor Pro-Tempore Mahaffey said his assumption is that all customers would have to be treated the same with this.

Councilmember Reese wondered if it was based off the amount owed.

Mayor Pro-Tempore Mahaffey said maybe for communications, but it was likely the enforcement had to be uniform across the board.

Deputy Town Manager Purvis said collections is a mechanism that's better for the accounts of people who have moved. He said there are timelines legally the Town has to keep to with its outstanding balances.

Councilmember Reese emphasized enforcement with compassion on the timing.

Deputy Town Manager Purvis said there would be, and the Town wanted to make sure they were taking care of its residents. He said the outstanding balance went up a lot during Covid, but it came back down within a year or two. He said disconnections and late fees were suspended for a year, and then came back down quickly after they were reinstated. He said a large portion will likely be responsive to these changes starting, and it may not necessarily be that they aren't able to.

Mayor Pro-Tempore Mahaffey said he thought they had set up a fund to help people with bills during Covid.

Deputy Town Manager Purvis said they did, and there is still some money in it.

Mayor Pro-Tempore Mahaffey asked about the possibility of automatically enrolling customers in payment plans for amounts charged as of the date the enforcement begins.

Deputy Town Manager Purvis said his initial thought was that some people may come in and pay their full balance when this begins. He also said he wasn't sure how adding customers who may have hardships automatically would impact them and advised caution for that. He also said the payment plan would be for the full value owed, and could drastically increase amount for a single month if they are on auto-draft, which accounts with a large amount may not be prepared for.

Assistant Town Manager Stone asked about the breakdown of how much debt was in each fund.

Deputy Town Manager Purvis said Director Griffin could speak more to that, but the least was in trash.

Director Griffin said he would advise keeping the payment plans options at this point, and may be a more defensible position for the Town. He said it's hard to sort out how much is owed to each fund, but it is prioritized so that the payments would go to electric first.

Councilmember Zegerman recommended moving disconnections to September 1st, and the timeline proposed was a lot longer than he anticipated. He said beginning the process on July 1st made sense, and he also wanted to give staff enough time to prepare for this. He said now that operations are in order on the Town's side, this process needs to move as quickly as possible.

Deputy Town Manager Purvis said a lot of the next step's for staff are working with IT on preparing the system for this transition.

Councilmember Reese said it makes sense to have less time between these steps so the amount owed doesn't continue growing.

Councilmember Zegerman said the longer it takes the more balances become uncollectable if people move or businesses close.

Councilmember Reese said the larger amounts also make it more intimidating to handle as well. He wondered if there was a way for the Town to pre-inform residents this is beginning before the "official" communication, since previously the messaging had been the Town was still ensuring its systems were running smoothly.

Deputy Town Manager Purvis said over the last several months, they have been trying to get that message out through multiple avenues.

Councilmember Reese said another messaging thing could be once payment plans start to let the public know how many customers have been joining that, and proposing it as money that can help the Town provide its services and amenities being discussed earlier.

Deputy Town Manager Purvis said no matter when this announcement goes out, there will be an influx of people signing up for the payment plans, but also people with issues contacting the Town. He said from a customer service perspective, they will continue to sit down with those individuals and work through their concerns with them. He said it takes a lot of time and effort for staff, but it is important to do.

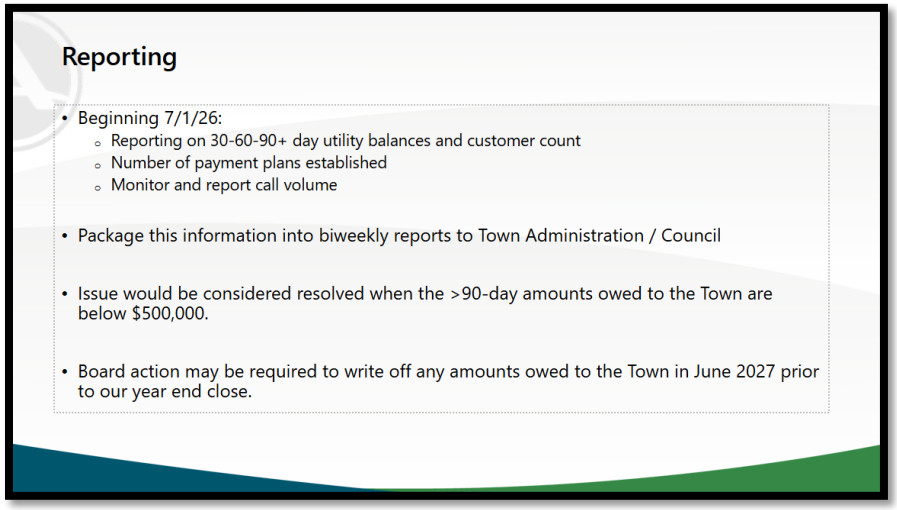
Town Manager Vosburg said 92% of accounts are in compliance, and they want to be sure they don't make unintended consequences with their messaging and strategy with the non-compliant ones. He said each phase will bring more accounts into compliance, which will get the Town closer to the standard unpaid balance.

Councilmember Reese said there may be loud voices on social media who are complaining about how they have treated by the Town, and he wants to make sure the Town is able to show the majority of cases are not like that. He thanked staff.

Deputy Town Manager Purvis confirmed that Council was more supportive of an accelerated timeline.

Councilmember Zegerman said if additional temp staffing is needed to help tackle this, they can look at that to help deal with this workload. He said he liked the idea of getting bi-weekly reports on this process.

[SLIDE 19]



[SLIDE 20]



Town Manager Vosburg went over Friday's schedule and agendas.

A **motion** was made by **Mayor Pro-Tempore Mahaffey** and second by **Councilmember Arno Zegerman** to adjourn the meeting.

Mayor Gilbert adjourned the meeting at **3:27 p.m.**

Jacques K. Gilbert
Mayor

Allen Coleman, CMC
Town Clerk to the Apex Town Council
Submitted for approval by Town Clerk Allen Coleman and approved on _____.

TOWN OF APEX
TOWN COUNCIL RETREAT DAY 3
FRIDAY, FEBRUARY 13, 2026
8:00 A.M.

The Apex Town Council met for their Annual Retreat on Friday, February 13, 2026 at 8:00 a.m. at the Apex Town Hall located at 73 Hunter Street in Apex North Carolina.

This meeting was open to the public. Members of the public were able to attend this meeting in-person or watch online via the livestream on the Town's YouTube Channel. A link to view the recorded portions of the meeting is included below:
https://www.youtube.com/watch?v=ZHooHBpcLms

[ATTENDANCE]

Elected Body
Mayor Jacques K. Gilbert (presiding)
Mayor Pro-Tempore Terry Mahaffey
Councilmember Arno Zegerman
Councilmember Edward Gray
Councilmember Shane Reese
Councilmember Sue Mu
Absent: None

Town Staff
Town Manager Randy Vosburg
Deputy Town Manager Shawn Purvis
Assistant Town Manager Demetria John
Assistant Town Manager Marty Stone
Town Attorney Laurie Hohe
Town Clerk Allen Coleman
All other staff members will be identified appropriately below.

[COMMENCEMENT]

Mayor Gilbert called the meeting to order at 8:00 a.m. and turned the meeting over to Town Manager, Randy Vosburg, to begin the agenda.

[AGENDA REVIEW]

Town Manager Randy Vosburg thanked everyone for returning for day 3 of the Budget Retreat. He asked PRCR Director Craig Setzer for an introduction and then Chief Johansen for an update on an event from yesterday.

Parks, Recreation & Cultural Resources Director, Craig Setzer introduced their new Assistant Director, Jamila Godfrey

Assistant Director Godfrey said she was happy to be here, and appreciated the warm welcome.

Town Manager Vosburg asked Police Chief Ryan Johansen to give an update on a recent event.

Chief Johansen gave an update on an incident that happened on February 12, 2026 where PD received reports of multiple cars being broken into at Beaver Creek Commons that involved a suspect's vehicle fleeing officers, which resulted in a crash involving a civilian at the intersection of South Hughes and Peters Street. He noted that the civilian had serious injuries but they were not life-threatening. He said electric and fire were on the scene quickly to help clean things up. He said two suspects are in custody facing 6 felony charges, and the third suspect has been identified and will likely be apprehended soon, but is not thought to pose any public safety risk.

Town Manager Vosburg told Electric Director Kathy Moyer that her team did a great job, and everything is back to normal on that side of things.

[LEGISLATIVE AGENDA REVIEW, BRAINSTORMING AND DEVELOPMENT]

Town Clerk Allen Coleman introduced Hampton Billips, Government Relations Director and Derrick Applewhite, Associate with Checkmate to go through the legislative agenda.

Mr. Billips gave the following presentation:

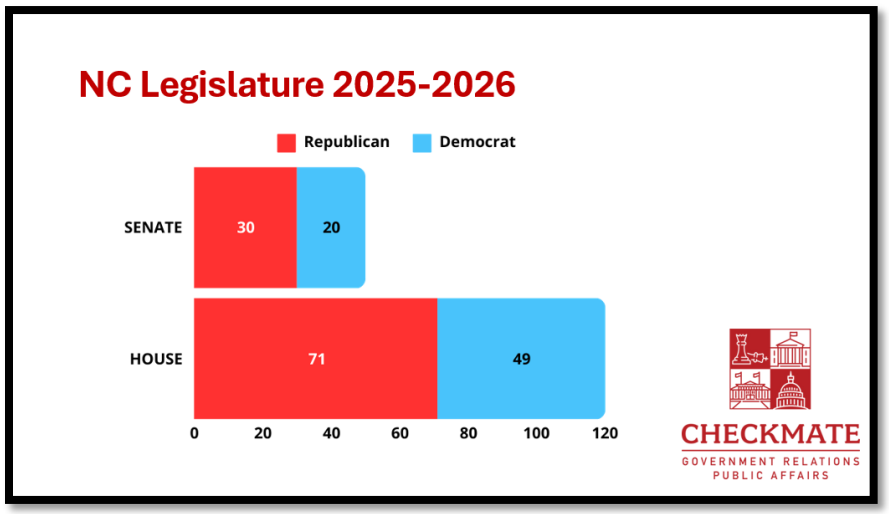
[SLIDE NO. 1]



[SLIDE NO. 2]



[SLIDE NO. 3]



[SLIDE NO. 4]



[SLIDE NO. 5]



[SLIDE NO. 6]



[SLIDE NO. 7]



Mayor Pro-Tempore Mahaffey asked if there may be an opportunity to work with state House budget writers on a compromise that would redirect funding toward local infrastructure projects supporting the hospital or funding projects in the Apex area, rather than the Children's Hospital directly.

Mr. Billips said that is part of the conversations with the Senate staff and budget writers and part of their job is to be creative to find solutions for Apex.

Councilmember Zegerman suggested looking at the budget numbers versus the infrastructure requirements.

Mayor Pro-Tempore Mahaffey said there was a lot of road repair that could be done by NCDOT to support the Children's Hospital and support Apex.

Councilmember Reese said there is the toll portion of 540 that will lead to the Children's Hospital and there will be a considerable number of people traveling this route, and possibly that funding could be redirected to help with infrastructure. He said he would be concerned that patients and families needing to access the Children's Hospital would have to continue paying the tolls.

Mayor Pro-Tempore Mahaffey asked about the action on the budget after the Primary.

Mr. Billips said there's many possibilities regarding the budget timing, he could see it being over summer or after the General Elections, with spending bills in place in the gaps. He said there will have to be a lot of money spent on Medicaid, which may push it toward the later part of the year.

Councilmember Zegerman asked if there had been any discussions about alternative funding sources for any reductions to property taxing power for municipal governments.

Mr. Billips said he had not seen any solutions being discussed at this point regarding supplemental funding.

Mayor Pro-Tempore Mahaffey asked if the local tax discussions could focus on the scenario of being able to charge transportation impact fees, and how that may reduce the pressure on property tax rates for the town.

Mr. Billips said that it would be better for the town to hold firm on the property tax stance and not give the appearance they are willing to cede any ground there.

Mr. Applewhite said the main priority is to ensure that Apex is able to sustain the revenue for their budgets. He said things like impact fees aren't popular within the General Assembly, but there are other options which may have more flexibility. He explained the "payback" model for transportation funding and how it is a useful option, but said it could come at the cost of reducing other funding sources like the STIP if it was expanded.

Mayor Pro-Tempore Mahaffey said that he assumed that the municipalities are well represented in this tax discussion.

Mr. Billips said that it was well represented and noted that Julia Howard, a longstanding member and the Chair of the Finance Committee in the House, was well versed in the tax policy, and a former Mayor that is involved in these discussions. He said that Checkmate has good relations with the organizations speaking on behalf of local governments in these discussions, and they are working to keep their message unified.

Town Manager Vosburg said that from his experience in Florida, once local tax exemptions begin it can take millions of dollars from local government on their ability to property tax.

Councilmember Zegerman asked if there were alternative ways to achieve this goal to give tax relief programs but lessen the impact on municipal revenues.

Mr. Billips said that the County Commission Association has done a great job of taking all the bills that were introduced last year that had any impact on property taxes to the Legislature with attached dollar amounts. He said that he could get that to Town Clerk Coleman to distribute to Council.

Councilmember Reese asked if the urban/rural representation variable a part of the tax relief program. He wondered if more rural areas may not see as much value in the property tax they pay.

Mr. Billips said that he thought so because some of the highest property tax rates are in some of the most rural counties in the state.

Councilmember Reese said exemptions for groups who may need additional assistance sounds great, but this is something that has a downstream effect on municipality funding.

Mr. Billips said it is understood that certain groups want to be helped, but each time an exemption is made the tax burden shifts higher on everyone else.

Mayor Pro-Tempore Mahaffey said there was tax exemptions for seniors considered through the League of Municipalities and some of the urban and suburban communities supported the proposal but there was opposition from the rural towns because the tax exemptions would have much more impact on them.

Councilmember Reese asked if there was a legal way this could be needs based as opposed to only being aged base.

Mr. Billips said not that he is aware of any at this time.

Mr. Billips said that property revaluations are required at least every 8 years, and if it takes that full time there can be considerable sticker shock at the amount of increase. He said there have been discussions to require more frequent revaluations based on county growth to make increases more predictable and reduce the impact on residents.

Mayor Pro-Tempore Mahaffey said the problem isn't the property valuation going up, it is they don't all go up at the same rate and that rebalances the tax burden across the population.

Town Clerk Coleman gave a time check of about 30 minutes.

Mayor Pro-Tempore Mahaffey asked if there may be a shift in support for the Home Builder Bill.

Mr. Billips said that is to be determined and would be able to give more information in November.

Councilmember Reese asked if it was possible for the Home Builder Bill to get included in another bill.

Mr. Billips said typically it may but those that have been in opposition to this bill will not want to see it swept into a bill that is slipped through.

Councilmember Reese asked about the pushback to the downzoning bill.

Mr. Billips said he wasn't sure they calculated the pushback against that properly and how negative it would be for rural communities, and there is large support for it to be reverted.

[SLIDE NO. 8]



Councilmember Zegerman asked if recreational needs could be presented in a way to be more about healthy communities and healthy living.

Mr. Billips said he could revise the agenda, although it had already been adopted. If possible, he would frame the item around health and community well-being and note that it was adopted last year. He said the agenda serves as the guiding document for a two-year period, and Council will draft a new legislative agenda at the beginning of next year to identify new priorities and determine which existing items to retain.

[SLIDE NO. 9]



[SLIDE NO. 10]



Mayor Pro-Tempore Mahaffey asked what the reaction of the Senate passing Duke Power's increase that was passed on to the consumer, because it didn't seem to be very consumer friendly and was this decision impacted by Duke Energy's effective lobbying.

Mr. Billips said that it was part of the negotiation with Duke Energy that ended the 2030 deadline and gave them more flexibility. He said the General Assembly viewed it as the need outweighed the cost.

[SLIDE NO. 11]



Director of Community Development & Neighborhood Connections, Marla Newman asked if there were an opportunity or any discussions for housing or community development tax credit expansions for supporting affordable housing.

Mr. Billips said this wasn't related to the Executive Order but may have been on the Community Opportunity Tax credit and other tax credits in other conversations, but the Senate is not big fans of tax credits.

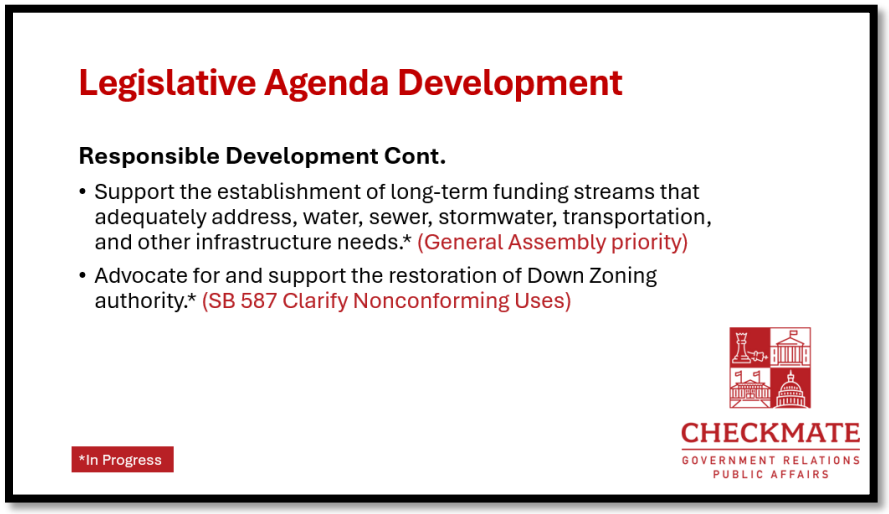
Director Newman said she was thinking more at the state level.

Mr. Billips said there were conversations last year about the Opportunity Tax Credit and Mitchell Setzer who has been in these discussions was very supportive and possibly co-sponsored the original program and is now taking the lead on this. He said that he and Mr. Setzer have met and hopeful that this is something that is being negotiated.

Councilmember Reese asked if the transportation component included things like pedestrian improvements.

Mr. Billips said that it did.

[SLIDE NO. 12]



[SLIDE NO. 13]



[SLIDE NO. 14]



Councilmember Reese asked if these partners are regularly on Jones Street.

Mr. Billips said yes, except that American Planning Association does not have a registered lobbyist, but the Legislative Committee does pay attention to what's going on.

[SLIDE NO. 15]



Councilmember Zegerman asked how Checkmate felt about the current Legislative agenda and priorities.

Mr. Billips said the Legislative agenda is great, and allows them to represent Apex's interests in all of the discussions they have with representatives and stakeholders in the legislature.

[SLIDE NO. 16]



Mr. Applewhite asked Council to pair up for an exercise to create their 3 top priorities from the legislative as well as a secondary 5 after that, then they would come back to discuss.

After the paired discussions, the group came back together, and **Mr. Applewhite** asked Council to share one of their top priorities.

Councilmember Zegerman said equitable legislation and policy without any discrimination is a statement of the community.

Councilmember Mu said at the General Assembly level there is language used to stop affirmative action claiming it makes it equal for everyone, which is frustrating. She said it is used to get rid of resources for disadvantages and minority groups.

Councilmember Reese asked if the language from Legislation should be interpreted literally or as a statement of the Town's values and priorities.

Mr. Billips said it was more the latter.

Councilmember Mu said it looks ideal but at the General Assembly it is used as an excuse.

Mr. Billips gave an example of House Bill 171 that says no DEI in State/Local Government, and that bill is sitting because the Governor's veto was overridden by the Senate but not by the House. He said this is one bill that Apex would not be interested in becoming law so they can work to have it tabled.

Councilmember Mu said that the language seems perfect but they use it to stop DEI.

Mayor Gilbert asked if there were legislative priority or opportunities to support local government with additional funding for SROs to municipalities, he noted that often counties receive funding while municipalities do not.

Mr. Billips said that is a conversation that they are likely to be interested in having.

Mayor Pro-Tempore Mahaffey said he understands currently they fund the high school level and so there is local funding but not middle schools or elementary schools, so if

they extended the funding to middle schools and elementary schools that would have an impact.

Mr. Billips said that was correct and this could be labeled as "Safety" as a comprehensive word on Apex's Public Safety front with SRO's and mental health funding to put psychiatrists and psychologists in offices across the state for accessibility to those in middle schools and elementary schools and this is important.

Chief Johansen noted that NC State Chief's Association is lobbying for recruitment and retention initiatives which is related to this because the long-term recruitment/retention problem is largely resolved by building relations with the youth.

Councilmember Gray said that one of the priorities is to support establishment of long-term funding strategies to adequately address water, sewer, stormwater, transportation and other infrastructure needs under responsible government with responsible development.

Mr. Billips asked the groups of the top 3 priorities if there were any that they wanted to swap or drop completely.

Mayor Pro-Tempore Mahaffey said one priority under vitality was grants for infrastructure and capacity expansion and asked for clarification on its general intent.

Mr. Billips asked if Council had good relationships with economic development groups in Town.

Council noted that they did.

Councilmember Zegerman listed their top 3 priorities in no order: Affordable Housing, Water and Sewer Infrastructure, and Equitable Legislation.

Councilmember Mu added another priority for legislation support for initiatives related to reducing community violence and increasing public safety.

Mr. Billips asked Council members to move to secondary priorities.

Councilmember Reese asked if there are priorities that would be more favorable for approval.

Mr. Billips said infrastructure (especially related to economic development) and public safety are always easy sells and have higher chances of approval, and those would be the top recommendation for the top priorities.

Councilmember Zegerman asked why those would be top priority because it seems like they are already being done.

Mr. Billips said these do have statewide support and keeping these as high priority would target the town to see any direct benefits and the most success.

Council kept the infrastructure and public safety in the top priorities.

Mayor Pro-Tempore Mahaffey said funding was most important.

Mr. Billips said that is where value is provided.

Mr. Applewhite asked Council to mention some of their secondary priorities to include.

Councilmember Mu said opposing legislation that places limitation on local government regulations concerning tree removal.

Councilmember Gray said this is a broader topic and is more environmental stewardship.

Mr. Billips said they would always try to take advantage of any opportunities for funding they were presented with.

Mayor Gilbert said that supporting prevention and harm reduction initiatives are important although they are difficult issues addressed.

Councilmember Zegerman said clean water was one of his group's priorities.

Councilmember Gray said his group agreed on clean water as well.

Mr. Billips said the EMC is going to announce what the ceiling for PFAS within the next serval months.

Mayor Pro-Tempore Mahaffey said that would put a burden on the water & sewer treatment plants to treat. He said that Apex tests for PFAS now.

Water Resources Director Jonathan Jacobs said that Apex tests for the PFAS in drinking water but not on the wastewater side because it is not regulated by the state so Apex hasn't had to.

Councilmember Reese asked if there was any potential for grants.

Mr. Applewhite said that some of the preliminary amounts are in the billions and it would have to be both state and federal efforts. He said they had the priority list if everyone felt comfortable with it. He said the lists help understand the top prioritizations as they go through the session when having conversations to pull from the list and beyond that if there are opportunities that exist that are not on this list.

Mr. Billips said that this is a nimble relationship as much as it can be and that's why they like to stay in the loop and talk to Town Clerk Coleman as regularly as possible because as opportunities present themselves, they never want to miss an opportunity.

Mayor Pro-Tempore Mahaffey said the main concern is the budget and there is flexibility with how Apex's budget is spent and it doesn't matter where the money comes from, the local money can be reallocated.

Mayor Gilbert asked if there were any issues with those who represent Apex not being in alignment with the priorities the Town is adopting

Mr. Billips said not necessarily, and it is important for local support and that is why they are here to communicate Apex's needs as they are articulated to those who are writing the budget.

Councilmember Reese emphasized the importance of pursuing achievable legislation to fund the Town and securing multiple smaller wins can be as effective than focusing only on larger, less attainable initiatives.

Mr. Applewhite said Mr. Billips was excellent with appropriations and can find opportunities for "small ball" wins.

Councilmember Zegerman said he appreciated the time and investment in this work. He asked about the status of securing additional state and federal dollars for certain projects and whether now was the appropriate time to provide input.

Town Clerk Coleman said that would be brought back to Council. He said they would look at the CIP prioritizations from yesterday's session and would take this back for a broader

discussion with the Portfolio Directors to see if they have any insight and development and then this information will be brought back to Council.

Councilmember Zegerman said that it is important to see these drop out of the CIP because it's $14 million, which is sort of false because of the infrastructure supports economic fatality and regional transits optimizations. He said there are projects coming that Apex has some financial help with.

Town Manager Vosburg asked Angela Reincke to talk about recreation funding in the past.

Parks, Recreation & Cultural Resources Assistant Director Angela Reincke said in the past when the Town applied for recreation grants it was noticed that other agencies brought elected officials and spokespersons to advocate for the projects. She suggested if Mr. Billips and Mr. Applewhite have a relationship with the members of the trust fund that could help to increase Apex's visibility during future funding opportunities.

Mr. Applewhite said the grant applications can be challenging for communities like Apex when funding programs prioritize areas that have received less funding in the past. He noted that the General Assembly has created additional grant opportunities related to trails, outdoor recreation, and accessibility in Parks programs and offered to help identify potential programs and explore relationships with members to improve future grant opportunities.

Town Clerk Coleman noted that one of the things they are developing is more visibility with the Town's lobbyists across all departments in the Town, including a legislative work group for regular communication between department directors as well as the Town's lobbyists for direct input on how certain pieces of legislations are impacting not only the organization but what the give and takes can be during the negotiations.

Mayor Pro-Tempore Mahaffey said it is important to try to expand the group and Council know legislation as an asset because legislative agenda is talked about and there should be representation for the home builders' textual bills filed every year with a voice from impacted town departments like Inspections and Permits and Planning.

[SLIDE NO. 17]



[SLIDE NO. 18]



[SLIDE NO. 19]



[BREAK – 10-MINUTES]

Mayor Gilbert announced a 5-minute recess at **9:49 a.m.**

Mayor Gilber reconvened the meeting at **10:00 a.m.**

[COMMUNITY SURVEY DISCUSSION]

Communications Department Director, Stacie Galloway introduced Noah Huber, Survey Analyst with Zencity and gave some background on the survey to enlighten the new Council members.

Director Galloway and Mr. Huber gave the following presentation:

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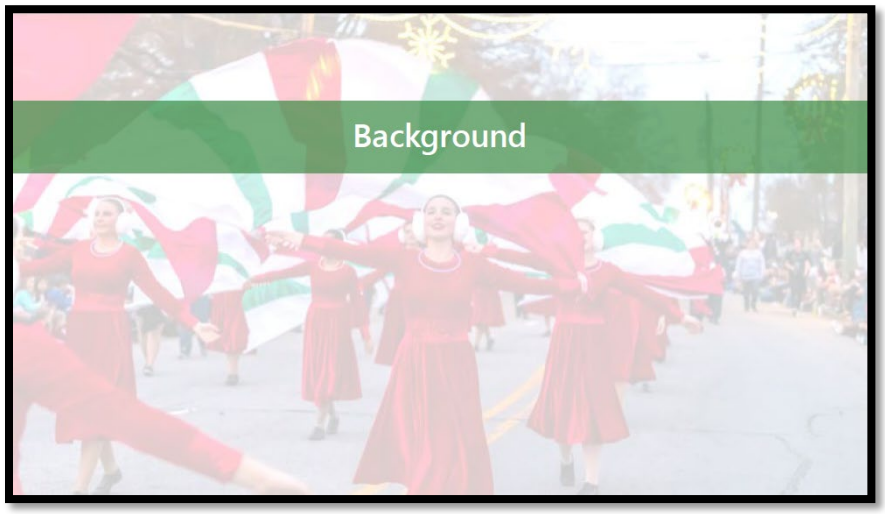
[SLIDE NO. 2]



[SLIDE NO. 3]



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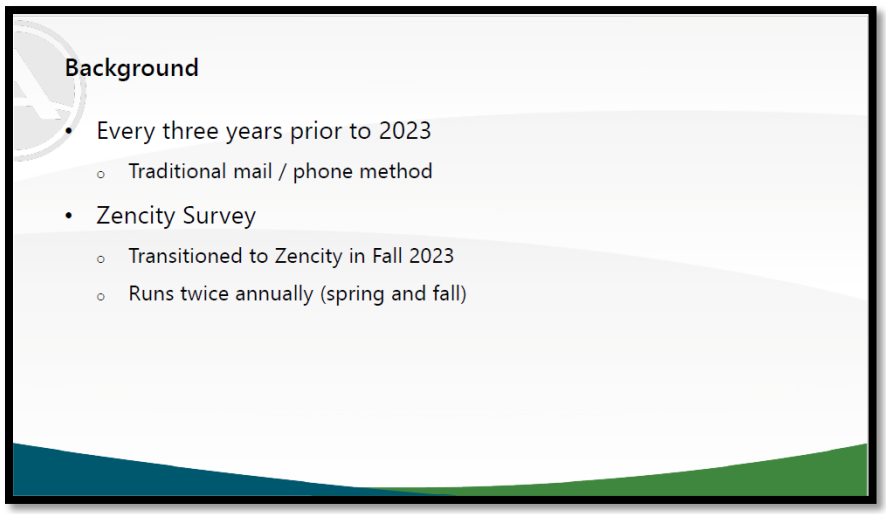

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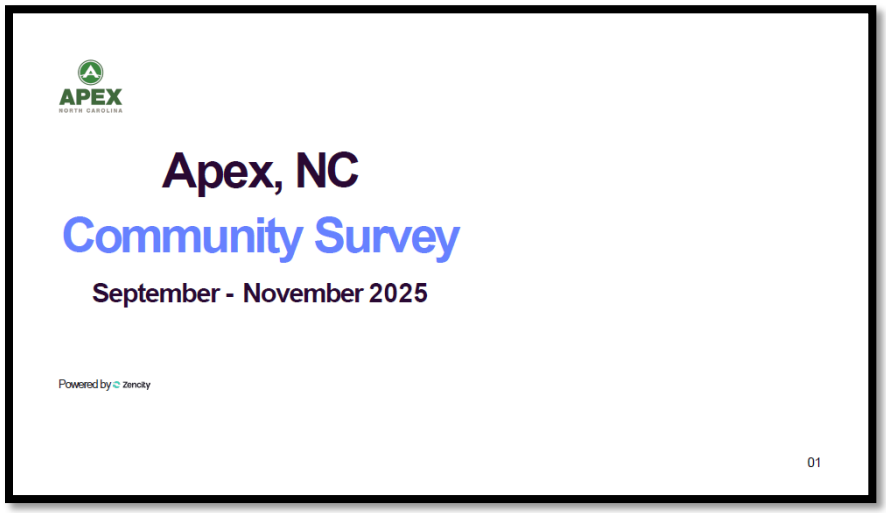

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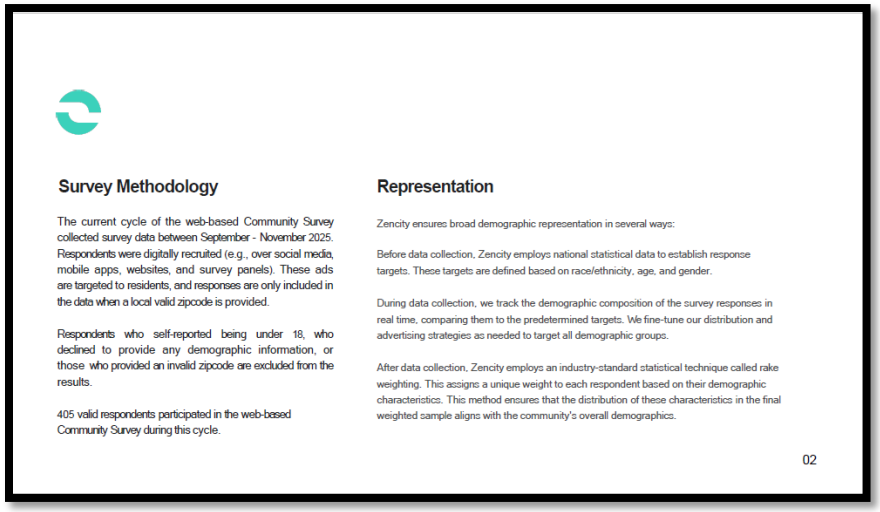

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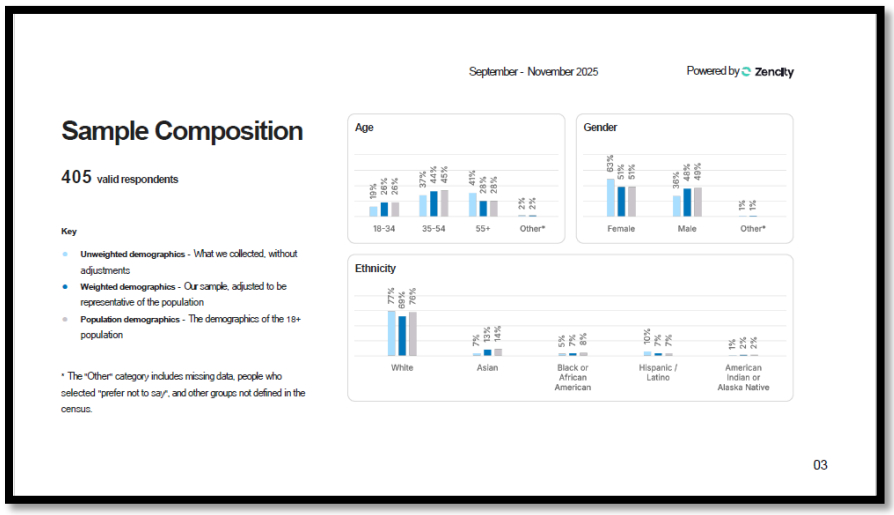

Councilmember Reese said that the margin or error of +- 5% out of 405 survey ballots seems like a wide margin and doesn't seem credible.

Mr. Huber said that this is the industry standard when looking at community or municipality surveys and noted this is +- 5% with a 95% confidence level and the 5% is the worst-case scenario and the maximum margin of error.

Councilmember Reese asked what could be improved to get it closer to the 4% margin of error.

Mr. Huber said that it would require a substantially large sample to get more precise than 5% and reiterated that 5% is the worst-case scenario.

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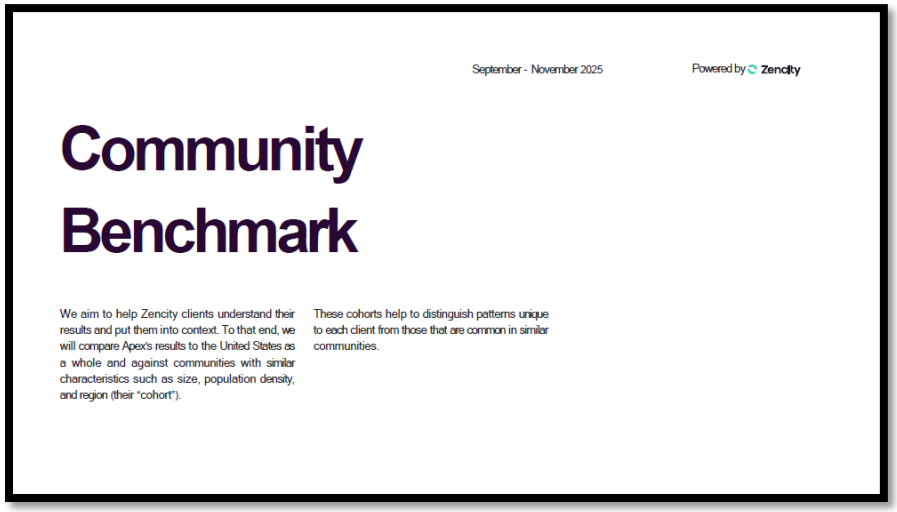

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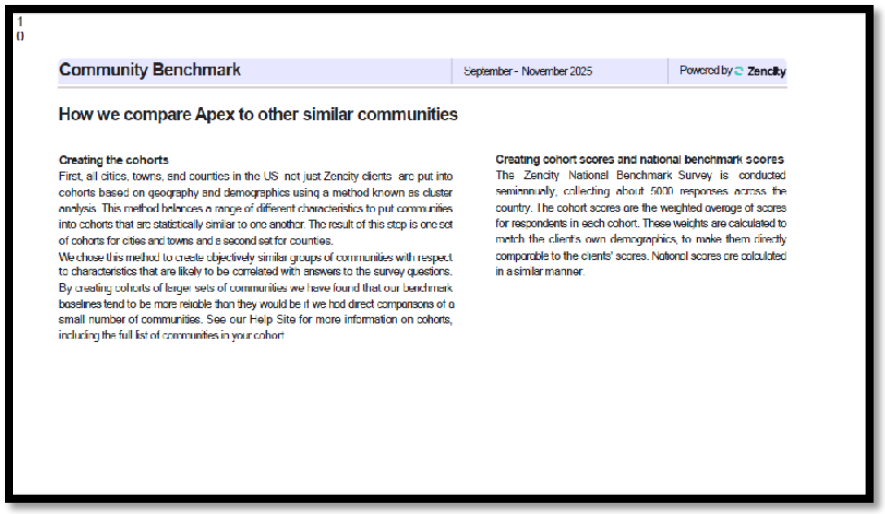

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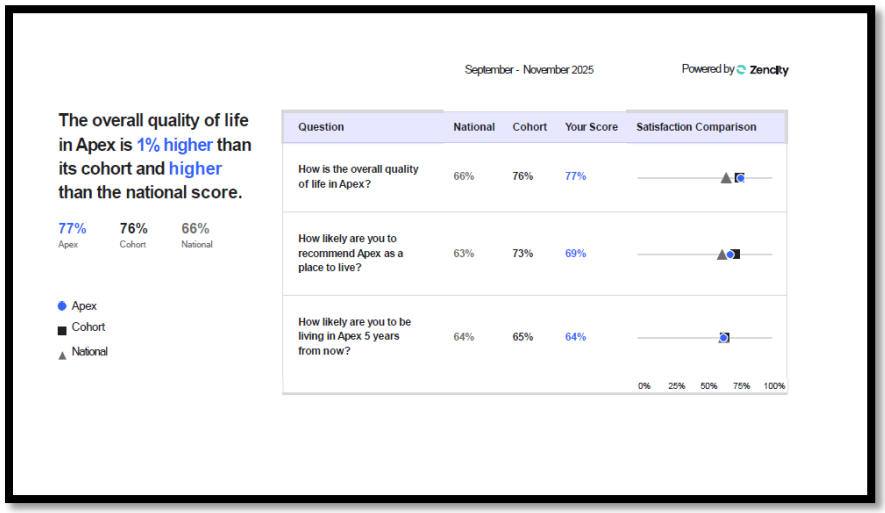

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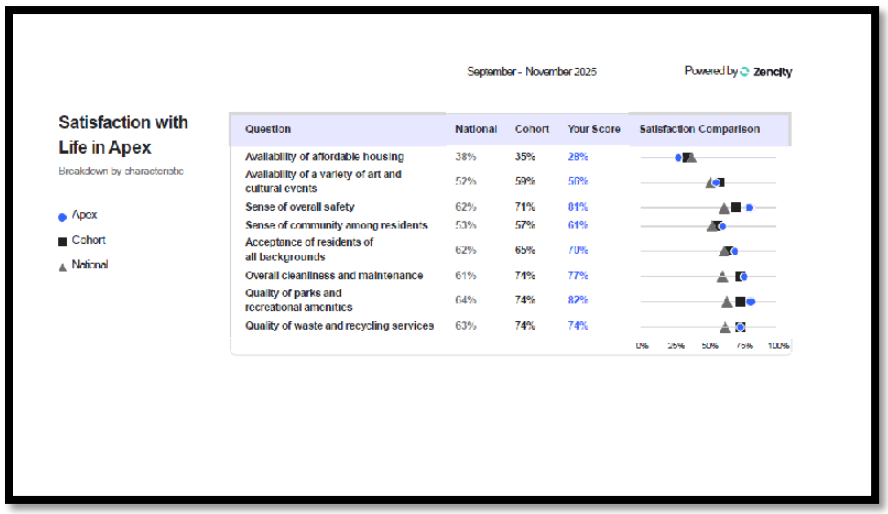

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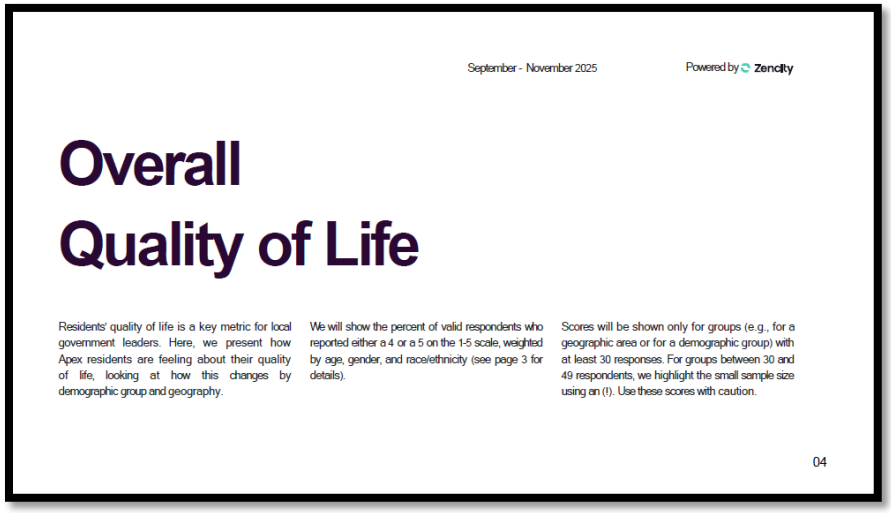

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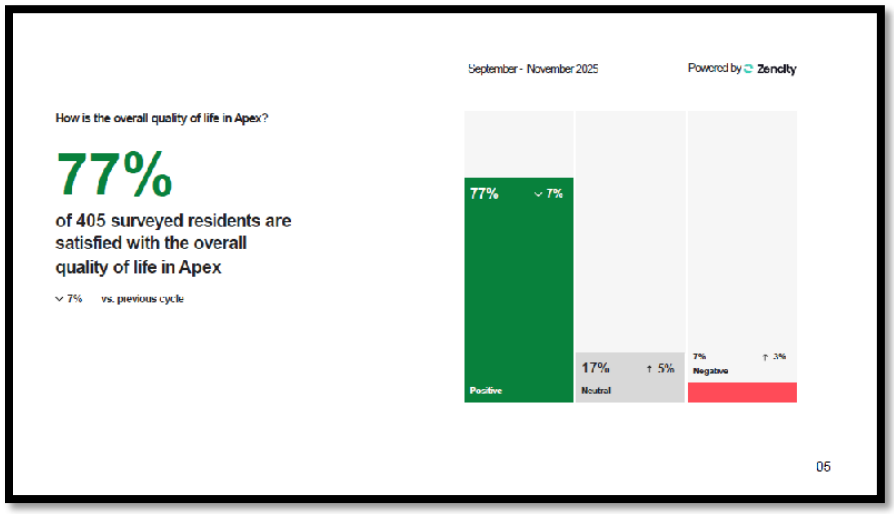

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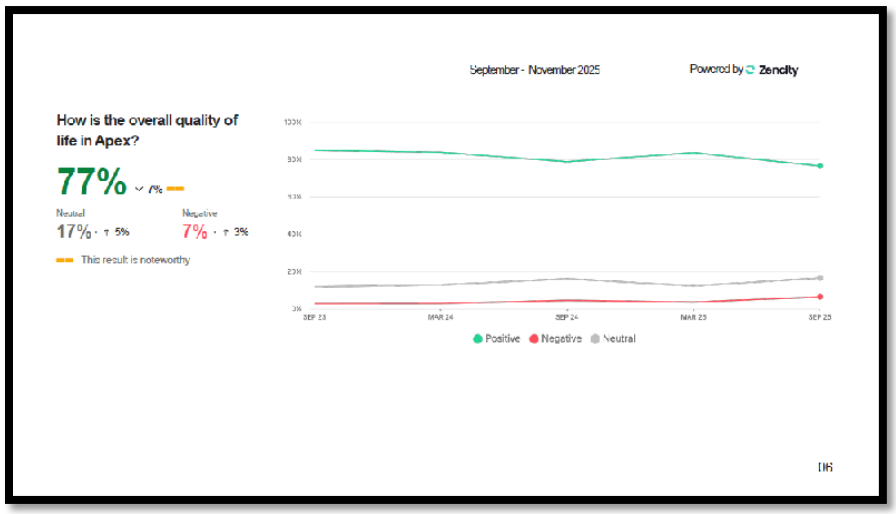

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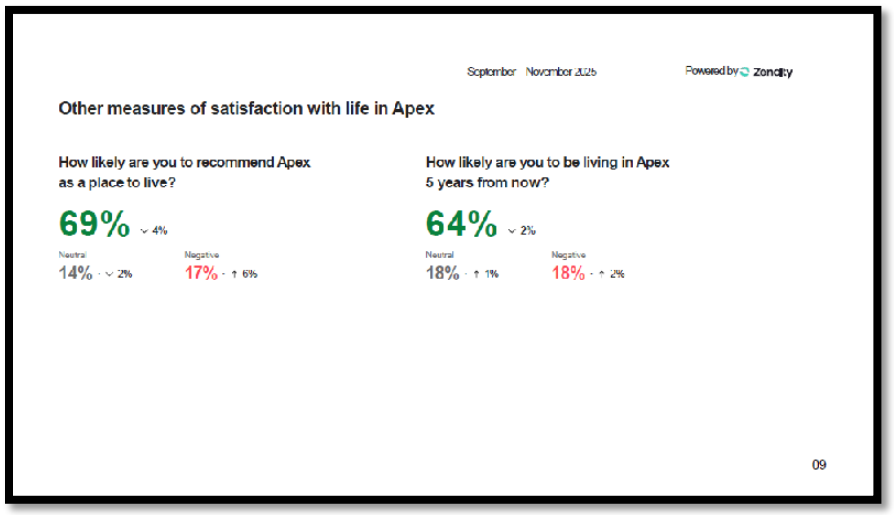

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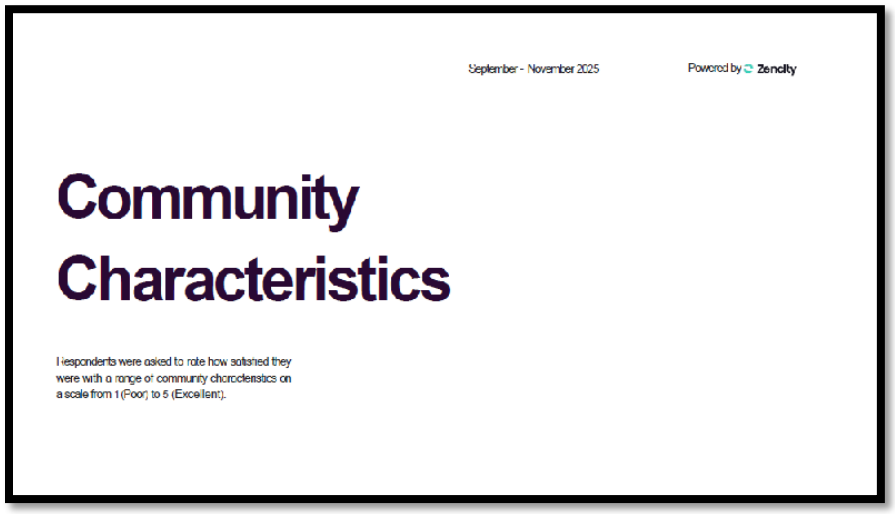

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Councilmember Zegerman asked if there was qualitative data to give more information on the survey results and what drives the results of some of the questions.

Director Galloway said there are two ways, one is in the next cycle following up on the lower scoring questions and follow up on those, and at the end of the survey there are open-ended questions as to what the Town does well and what it can do better.

Councilmember Zegerman asked if there was analysis on that text.

Director Galloway said not yet but it's on the priority list.

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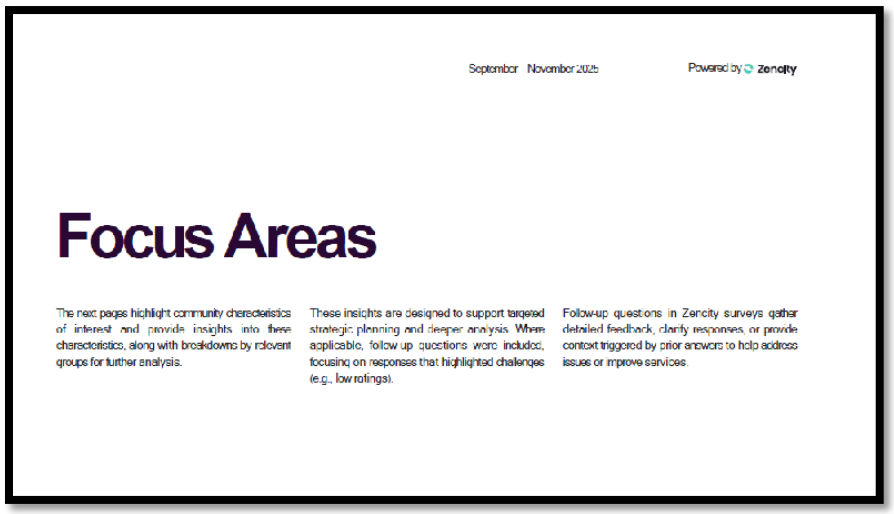

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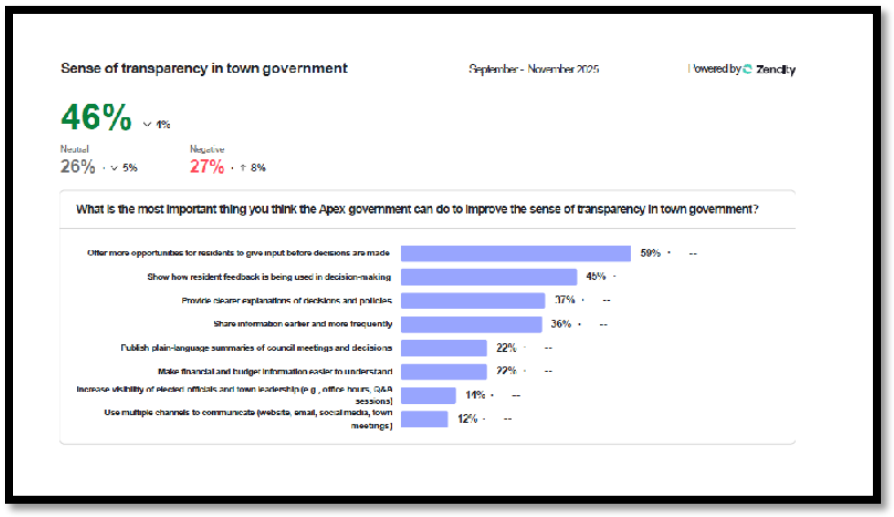

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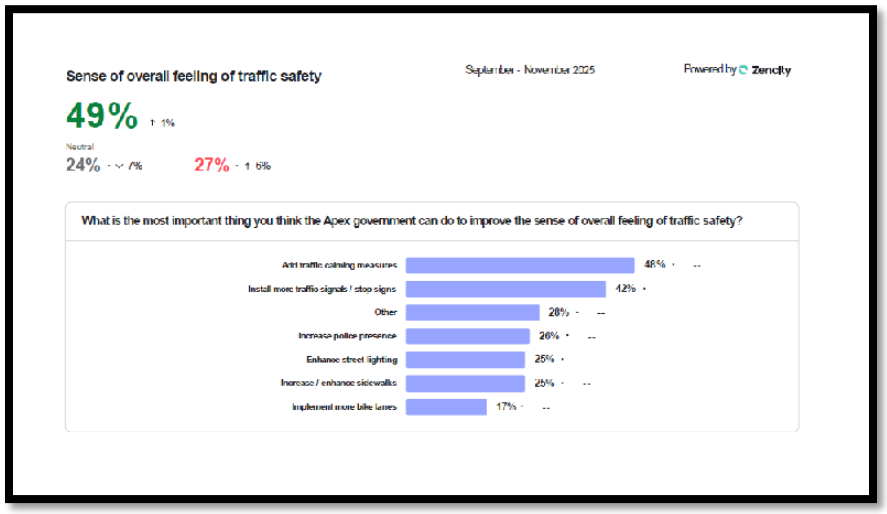

Councilmember Zegerman asked if the percentages were reflecting the comments received.

Director Galloway said she could get the number of responses back to Council.

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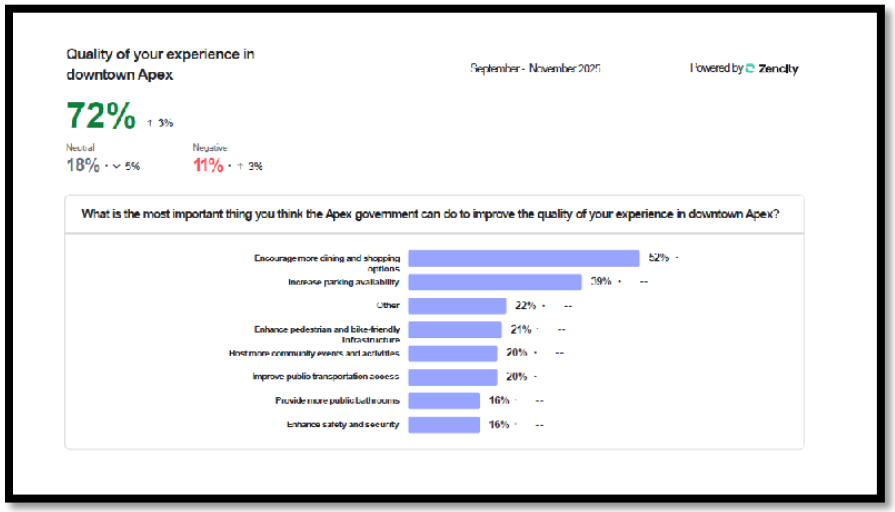

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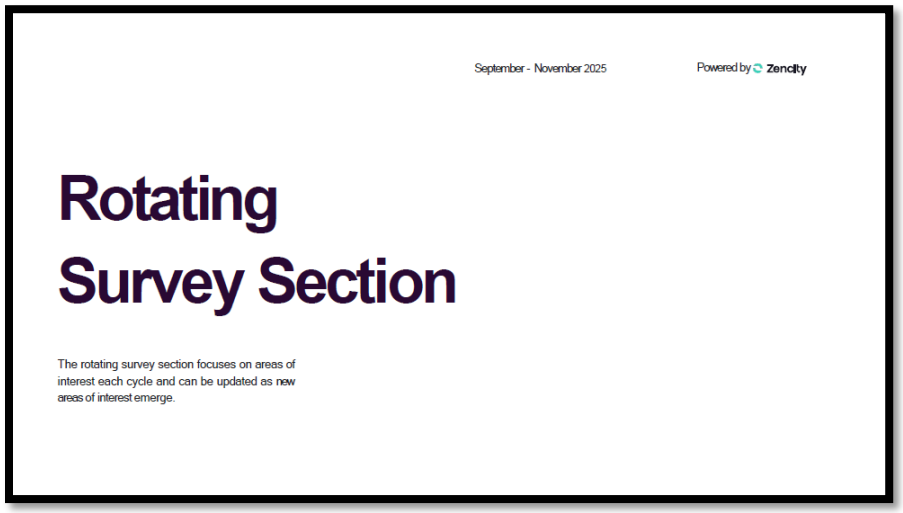

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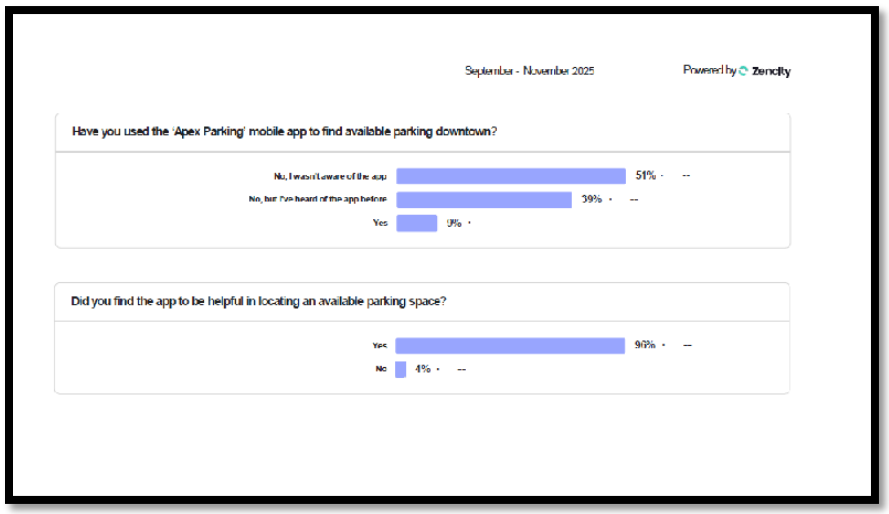

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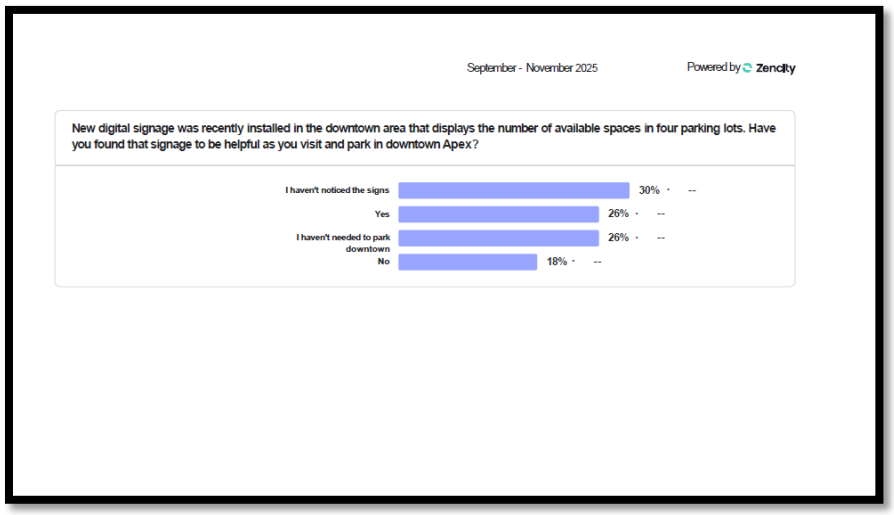

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Councilmember Zegerman requested to get more qualitative data analysis to see any common responses.

Councilmember Mu asked if the survey was online or in the neighborhood communities.

Director Galloway said the survey was done digitally.

Mr. Huber said the survey came from multiple sources, mainly on the internet with advertisements and on social media. He said the metadata is used to make sure they are residents of Apex, and additionally ask for zip code in the response.

Director Galloway said there is opportunity to run the survey as a separate data set for the general community but that information wouldn't be factored into the presentation and the report that is provided but would give additional data points.

Councilmember Zegerman asked what could be done to have more participation in the survey. He recommended going back to marketing.

Director Galloway said there are ways to bring more awareness for this survey like texts. She said there were several other surveys for the Town going around during this cycle as well.

Town Manager Vosburg said there are challenges in the current way residents are given surveys to take, as individuals may be more inclined to take the survey if they have issues they want to bring versus if they are satisfied.

Councilmember Zegerman said adding a link to the utility billing or billing portal may encourage residents to take the survey. He cautioned Council about overreacting to the results with the limited sample size that required good data points.

Town Manger Vosburg said the trends are noticeable and some of these trends were anticipated.

Councilmember Mu said that not everyone uses social media and suggested having a booth at big events and using volunteers or staff to pass around flyers.

Councilmember Zegerman suggested using iPads to conduct the survey at the events.

Councilmember Mu suggested the Senior Center to get these surveys.

Councilmember Reese asked what the next steps and the budgeting was for 2026-2027 and when would Apex renew with Zencity.

Director Galloway said she would have to check.

Councilmember Reese said there was concern with the survey, as he does not have any confidence in Zencity's methodology with the +- 5% margin of error.

Councilmember Zegerman said the survey's sample size was likely enough for statistical significance, but he was worried more about the .5% response rate.

Director Galloway asked Councilmember Reese if the concern was with the number of respondents or the margin of error.

Councilmember Reese said it was really both. He said the methodology of how they capture the respondents in the first place made it a low-quality poll.

Mayor Pro-Tempore Mahaffey said that obtaining responses has become harder with new methods of polling.

Councilmember Reese said there are pollsters who have adapted to that.

Councilmember Zegerman said that the 5% margin of error with a 95% confidence rate, which is just a statistic, but the bigger issue is the self-selection of participation.

Councilmember Gray said that reason that the survey is used isn't for its scientific depth or its overall robustness, because the self-selection would lead to it being taken by active survey takers. He said the purpose of the survey is to give Council more of the data points as conversations begin so the big issues are identified. He said these numbers are not being used for legislation but this is being used for Council and staff conversations for more understanding of the "blind spots".

Councilmember Reese asked what the cost of the survey was.

Director Galloway said about $15,000

Councilmember Reese said a professional pollster can do that for $15,000. He said that he wants to be able to point to a survey and have confidence that it is up to a high standard.

Councilmember Gray said when Apex does those sorts of polls there is a different polling process based on needs and the subject matter expert. He said the point is that Zencity is for conversations and gives a base line to look for the gaps.

Councilmember Reese asked about exploring new vendors.

Town Manger Vosburg said they would look at the contract.

Director Galloway noted that having the same platform does help to check if this survey is matching up with other surveys in the Town and in neighboring communities that use the same vendor.

Town Manager Vosburg recommended moving up the Hot Topic Lightning Round session on the agenda prior to the Initiatives Development – Brainstorming session because

there may be items that come out of the Hot Topic Lightning Round that would feed into the initiatives.

Mayor Gilbert asked when the unfinished business be brought back.

Town Manger Vosburg said that would be under the Hot Topic Lightning Round and include Yard Waste, Commerce Street and the expansion of the Streetscape project.

[HOT TOPICS LIGHTNING ROUND – ELECTED]

Town Manger Vosburg asked staff to come and talk about Commerce Street.

Director of Transportation and Infrastructure Development Department, Chris Johnson, revisited the previous day's discussion regarding the Commerce Street project and provided updated cost estimates. He explained that the project is estimated at approximately $1.5 million, including roughly $500,000 for right-of-way acquisition, with the remaining costs related to construction. Based on discussions with staff and Council, he noted that Water Resources is comfortable leaving the existing water line in place because it is in good condition, eliminating the need for replacement. He also stated that Council had generally expressed support for removing the proposed parking improvements serving private lots, reducing the scope of work to primarily roadway resurfacing and maintenance along the alley. He added that Council may also wish to consider whether to install two parking spaces or instead extend the hardscape. He further noted that staff had identified an undersized stormwater pipe along Saunders Street that collects runoff from Salem Street, which may need to be included in the project to improve drainage and prevent water from backing up into the stormwater system. He concluded by requesting Council's direction on how to proceed with the project.

Town Manger Vosburg asked if Council agreed on the removal of the parking spaces for this project.

Council was in consensus to the removal of parking spaces to proceed with the Commerce Street Project.

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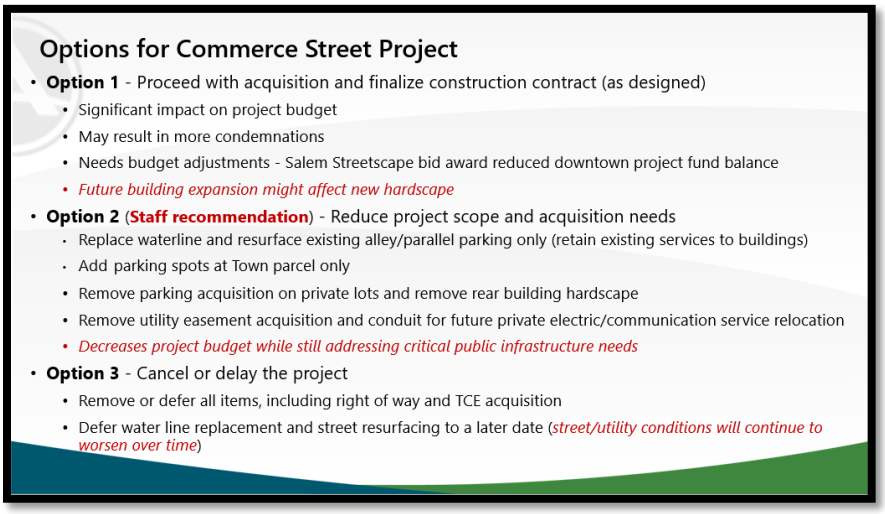


Town Manger Vosburg asked Council if there were any preference regarding the two parking spaces versus extending the hardscape.

Mayor Pro-Tempore Mahaffey stated that his overall preference was to proceed with **Option 3**, with several modifications. He suggested that roadway resurfacing could either be incorporated as a change order to the Town's FY2026 resurfacing contract or deferred to the FY2027 resurfacing program. He also supported deferring replacement of the water line, consistent with the previous discussion. Additionally, he suggested that if improvements are needed in the area as part of another future project, those costs could be shifted to that project rather than included in the current proposal. He indicated that this approach would allow the current project to be removed while still preserving the opportunity to extend the hardscape and complete related improvements through future projects as appropriate.

Councilmember Zegerman recommended Option 3. He expressed support for extending the hardscape near the small park area rather than constructing the two parking spaces, noting he did not believe the additional parking was necessary given the nearby

parking available within the downtown district. He also stated that he did not believe resurfacing the alleyway should be a priority at this time.

Town Manger Vosburg asked for clarification from Councilmember Gray regarding the water line. He said that staff had determined the water line issue there wasn't an imminent need to replace it but eventually may need to be.

Councilmember Gray asked if it would be 5, 10, or 15 years before it would need to be replaced.

Director Johnson said that cast iron water lines don't have to be replaced regularly.

Director Johnson said Palmer Street resurfaced in 2003 and that the street may be worse than the water line. He suggested patching the road at some point if it doesn't get resurfaced.

Mayor Pro-Tempore Mahaffey said that he has had prior conversations with property owners regarding the proposed project and noted that the response from property owners differed from what he had anticipated. He said that in other parts of the Town, property owners have requested that the Town assume ownership and maintenance responsibilities for private roads due to the associated maintenance costs. In this case the property owners expressed concerns about the Town taking over the roadway. He also referenced discussions with the Town Attorney regarding potential legal considerations, including whether the Town may have s potential prescriptive easement rights associated with the existing water line or roadway, noting that additional legal review may be necessary to determine the Town's interests.

Councilmember Gray said it sounded like the biggest concern from Council is the maintenance.

Mayor Pro-Tempore Mahaffey said the biggest concern is paying the owner.

Director Johnson said that this street doesn't have a dedicated right-of-way but has been maintained by the town over time.

Councilmember Gray asked if the prescriptive rights were just for the water line.

Town Attorney Hohe said the prescriptive rights included both water and the pavement.

Councilmember Mu asked if this included the streetscape.

Town Attorney Hohe said not on Commerce Street that there wasn't anything beyond the asphalt pavement and the existing water line.

Mayor Gilbert asked Councilmember Reese if he was supportive of this approach given the comments made by Mayor Pro-Tempore Mahaffey.

Councilmember Reese encouraged a collaborative approach with property owners regarding the Commerce Street Project, noting that the area's location within the historic district requires consideration beyond a typical private roadway. He emphasized the importance of balancing property owner interest within the Town's goals for downtown economic development, maintaining community character, and supporting small businesses. He expressed support for moving forward with Option 3 while continuing communication and collaboration to achieve improvements that benefit both the public and property owners.

Mayor Pro-Tempore Mahaffey agreed and wanted to address his belief on the public private road.

Councilmember Mu expressed support for the continuing the Town's downtown improvement efforts and noted that Commerce Street could become one of the few remaining areas without similar enhancements. She said that the property owners may become more supportive of the project as downtown improvements continue and suggested that a collaborative approach would provide benefits to both property owners and taxpayers while helping reduce project costs. She supported Option 2.

Councilmember Gray liked the idea of Option 2 but didn't like the idea of giving up the town's right for ownership.

Town Attorney Hohe said that the acquisition costs being discussed were related to improvements beyond the Town's existing maintenance responsibilities. She explained that the costs were driven by the proposed enhancements such as the hardscape, catenary lakes, pavers, underground utilities, and other aesthetic improvements intended to enhance the appearance of the area.

Councilmember Gray stated that he believed property owners who currently oppose the acquisition may become more supportive as downtown improvements continue. However, he expressed concern about the relinquishing or compromising the Town's position regarding rights-of-way and property acquistions, noting that, from a philosophical standpoint, he preferred Option 2.

Mayor Pro-Tempore Mahaffey said that, after reducing the scope of the project, the distinction between Options 2 and 3 largely centered on whether the remaining improvements should proceed as a standalone project or be completed through change orders assocated with other Town projects. He reiterated his preference is Option 3, with the understanding that staff could evaluate which improvements, such as hardscape enhancements, could be completed through future change orders rather than as part of a separate project.

Councilmember Reese asked whether, if Council selected Option 3, the remaining improvements would be addressed through a formal process or informal process. He requested clarification on whether those items would be handled later through change orders or would require additional Council direction.

Mayor Pro-Tempore Mahaffey said that staff would typically proceed with the remaining improvements if appropriate, and, if a change order became necessary, would bring it back to Council for consideration. He noted Council would have the opportunity to approve or deny any future change order at that time. He asked about the stormwater drain on Saunders Street.

Director Johnson said the remaining improvements would occur within the existing public right-of-way. He explained that staff would need to further evaluate the area to identify any potential utility conflicts and determine whether the work could be completed through simple removal and replacement or would require additional improvements, such as upsizing storm water pipe. He noted that the existing stormwater line extends toward the Police

Department, meaning any necessary pip replacement could require evacuation along that route.

Mayor Pro-Tempore Mahaffey asked whether replacing the stormwater pipe would require excavation extending all the way to the area in front of the Police Department.

Director Johnson suggested that staff consider including the stormwater pipe upsizing as a potential change order. He noted that staff would evaluate whether the work could be completed without delaying the Salem Street improvements due to scheduling and construction impacts. He explained that it may be possible to complete the stormwater work after the streetscape project is finished.

Mayor Pro-Tempore Mahaffey asked about the sidewalk improvements on Saunders.

Director Johnson provided an update on sidewalk improvements associated with the Saunders-Hinton sidewalk project. He explained that the project will require roadway impacts, including excavation and additional work at the intersection. He noted that staff plans to defer full resurfacing in that area due to anticipated construction impacts, with temporary patching to address existing pavement issues until the sidewalk project is completed, after which the area can be resurfaced.

Director Jacobs explained that the Saunders Street stormwater issue was identified during the Salem Street project construction review process, which determined there was a pre-existing downstream deficiency due to an undersized pipe based on current and historical service conditions. He noted that, because the Salem Street project was not adding additional impervious surface, staff chose not to delay that project and instead planned to incorporate the stormwater improvements as part of the broader Saunders Street project. He explained that, with the potential reduction in scope of the current project, the stormwater improvement becomes a separate consideration. While the pipe does need to be upsized, he noted that it is not an immediate critical need and staff can continue coordinating with Transportation and Infrastructure Development to determine the appropriate approach.

Mayor Pro-Tempore Mahaffey suggested that the stormwater improvements could potentially be considered as part of future sidewalk improvements or other planned work along Commerce Street.

Director Johnson said that the Town could consider including Commerce Street resurfacing through a change order with the existing resurfacing contract. He explained that this approach could be more cost-effective due to the efficiencies of the Town's current resurfacing contract.

Councilmember Zegerman said that the resurfacing work could potentially be deferred and completed in a future year, such as one or two years from now, if needed.

Director Johnson said the Town typically prioritizes resurfacing projects based on pavement condition scores, and noted that this area currently has a lower priority score.

Councilmember Reese asked for clarification on whether the discussion also included the option of using the two parking spaces versus preserving the area as additional public space.

Mayor Pro-Tempore Mahaffey made a motion to adopt Option 3.

Councilmember Reese stated that downtown has an extremely limited amount of available real estate, that downtown is consistently one of the top reasons people identify for choosing to live in the community. He expressed the opinion that the Town should minimize public space opportunities within the two available areas. He noted that Saunders Street has been well received and suggested that the Town should prioritize preserving and enhancing public space in those locations.

Mayor Pro-Tempore Mahaffey shared an additional observation regarding the concern of having mix of public and private spaces within the area. He stated that having a combination of public spaces and private parking spaces may not function effectively unless the spaces are organized under the same category or purpose.

Councilmember Reese added that another motivation behind his position was the importance of maintaining affordability and accessibility within the Town. He shared an example from the campaign season where he reflected on a comment regarding his son enjoying downtown amenities, including purchasing ice cream and using community spaces. Council Member Reese stated that the feedback caused him to consider the privilege associated with having discretionary money to spend downtown and reinforced his belief that public spaces provide opportunities for residents to enjoy downtown without the expectation of spending money. He emphasized that maximizing public space and preserving accessible community areas is important and that he would advocate for every available square foot that supports those opportunities.

A **motion** was made by **Mayor Pro-Tempore Reese** and seconded by **Councilmember Zegerman** to adopt Option 3; by converting the two existing spaces into public space as an extension and incorporation into the surrounding public space area.

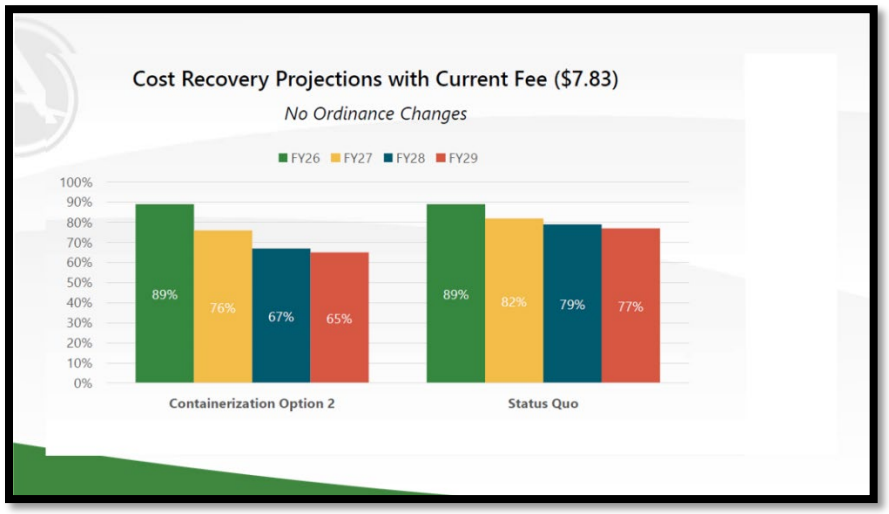
VOTE: UNANIMOUS (5-0)

Town Manger Vosburg invited up John Mullis to come forward to provide an update and discuss the Town's Yard Waste Program.

Director of Public Works, John Mullis, introduced the Yard Waste Program and stated that staff would begin with the status quo model, as requested from Council Members. He introduced Mariah Maheswaran to begin the discussion with the budget information.

Budget Performance Analyst, Mariah Maheswaran stated that she would address questions raised during the previous discussion regarding the potential transition to privatization versus maintaining the current status pro model for the Town's Yard Waste Program.

[SLIDE 1]



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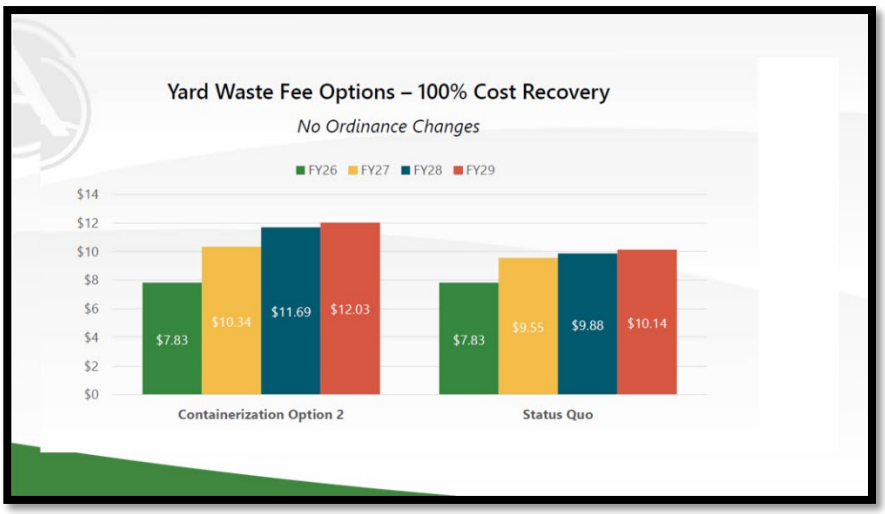
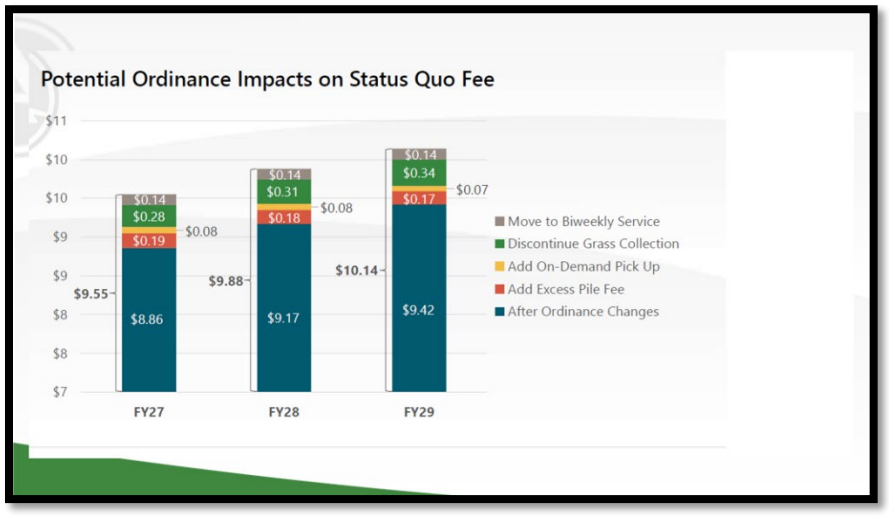


[SLIDE 3]



Councilmember Zegerman asked about the long-term projections beyond the three-year timeframe presented. He acknowledged that precise numbers were not available but stated that, based solely on the current information, maintaining the status quo appeared to be the more favorable option for residents because it would save approximately $25 annually while maintaining the existing level of service. However, he noted that the larger consideration was the long-term sustainability of the current service model and asked how staff anticipated costs would change over an extended period of time.

Director Mullis responded to Council Member Zegerman's question and stated that the long-term sustainability of the program was the primary reason staff presented multiple options for Council's consideration. He explained that the proposed containerization model provides opportunities to collect additional data and evaluate efficiencies once implemented.

Director Mullis noted that staff has continued reviewing the operational assumptions and, based on comparisons with peer communities such as Holly Springs and discussions with the Fleet Manager, believes the number of automated side-loader (ASL) trucks needed may be reduced from five to four. He explained that the reduction would impact the capital costs associated with vehicle replacement over the eight-year cycle and contributes to the difference in projected rates between options.

Director Mullis discussed the importance of understanding actual resident participation, including cart set-out rates and the amount of material placed at the curb. He stated that current projections assume an approximately 80% set-out rate; however, if participation is lower and material volumes are less than anticipated, the Town may be able to reduce operational needs, including collection demands and equipment usage

Director Mullis emphasized that implementing the program would allow staff to better evaluate and adjust operations over time. He highlighted that the technology being deployed, including automated cart tracking and AI camera capabilities, will provide additional information regarding set-outs, pile sizes, and collection efficiency. He noted that tonnage reduction remains one of the larger unknowns but stated that staff believes the proposed model provides opportunities to fine-tune the program and maximize efficiency.

Mayor Pro-Tempore Mahaffey said that the discussion regarding containerization n was not solely focused on potential cost savings. He stated that, while financial considerations are important, the conversation also involves the long-term sustainability of the program, including improving neighborhood aesthetics, and overall community appearance. He noted that large brush piles can impact the look and feel of neighborhoods and added that reducing the number of collection trucks in residential areas in another consideration. He stated that the containerization model appears to address multiple concerns beyond financial impacts.

Councilmember Zegerman said there appeared to be a two-step approach and suggested that eliminating the grass area could be completed as a separate alteration.

Ms. Maheswaran said that the budget analysis focused on the next three years because of the many variables that could affect long-term projections. She said the program would continue to incur capital costs over time, including the replacement of vehicles and equipment associated with containerization. She noted that the anticipated long-term

efficiencies would come primarily from reducing the need to add personnel as the town grows and additional collection points are added.

Mayor Pro-Tempore Mahaffey said that his prior understanding was that the transition would result in operational savings, including potential reductions in staffing needs. He noted that while there may be long-term capital costs associated with the change, the Town would still need to continue replacing trucks and addressing those cots over time.

Mr. Mullis explained that the Town would continue to offer leaf collection service under the proposed approach. He noted that while some communities, such as Raleigh and Greensboro, have transitioned to containerized collection due to the scale and volume of their operations, he did not believe the community would support eliminating the current leaf collection service. He stated that if all leaf material were placed into containers, the Town could potentially eliminate the need for five trucks and reduce associated capital costs. However, he explained that with a proactive replacement plan, the existing leaf collection trucks are expected to have a longer useful life because they are only operated approximately three to four months each year. He also emphasized that the proposed approach would allow the Town to continue providing leaf collection while improving efficiency. He stated that the goal is to provide a high level of service through an on-demand collection model while maintaining cost efficiency for the community. **Councilmember Zegerman** asked for clarification regarding the projected costs associated with the transition. He noted that there would be an initial "bubble cost" related to the purchase of new trucks and asked how much of the projected cost represents that initial investment versus the ongoing steady-state cost once the fleet transitions to a normal replacement schedule

Mr. Mullis said that the 10-year capital plan addresses the anticipated replacement costs associated with maintaining the fleet. He noted that while the specific trend may not be shown in the current materials, the long-term capital replacement needs have mapped out and may require an additional slide for clarification. He explained that the 10-year plan provided in the handout outlines the capital costs needed to maintain operations. He stated that the remaining uncertainty is the useful life of the existing leaf collection trucks and when replacements will be required. He noted that if the trucks are already nearing the end of their useful life when the transition begins, that could create a challenge. He added that the Town is working to maintain the current replacement schedule while implementing the containerization plan. He acknowledged that the initial costs are more front-loaded but stated that the cots are expected to decrease significantly over time.

Councilmember Zegerman said that there are existing challenges with yard waste operations that are separate from containerization. He noted that the Town cannot continue the current practice mixing grass with other materials and transporting it to the facility, and he acknowledged the potential impacts to residents if grass collection were changed. He stated that, with regard containerization, the goal is not primarily cost savings but rather mitigating long-term risks associated with landfill availability becoming more limited for the Town.

Mr. Mullis said that the grass is an emerging concern and emphasized the importance of operational efficiency. He explained that eliminating grass collection would be a sustainability decision that would allow the Town to better manage yard waste operations. He

noted that containeration would capture approximately 31,000 piles of smaller yard debris, in addition to grass clipings for most residents. He explained that removing grass from the n stream would reduce the likelihood of exceeding permit requirements at the disposal facility for woody materials, which could result in higher disposal costs if material had to be transported elsewhere. He stated that discussions with service providers indicated that a mixture of wood and weeds, without grass, would be less likely to create permit issues and could continue to be disposed of locally. He said the community and political considerations associated with eliminating grass collection but stated that doing so, along with biweekly containerized collection, would improve long-term sustainability and operational efficiency..

Councilmember Gray asked whether the plan included the need for additional equipment.

Mr. Mullis said their equipment needs were included, with the exception of any future decisions related to the transfer yard on Perry Road. He noted that the packet included the 10-year Capital Plan.

Councilmember Gray said that, even with the projected growth, the plan appears to provide a net cost savings to the Town.

Mr. Mullis said that the project implementation costs include 80% of anticipated setup costs and noted that discussions had occurred regarding reducing the $450,000 f capital allocation. He emphasized rates haven't been raised since 2019 and that Apex currently has a negotiated a 2.5% cap for GFL for two years on trash and recycling, providing an opportunity to evaluate rates during implementation.

Ms. Maheswaran clarified that, over the long-term, both options would help stabilizerates as the program is fully implemented. She explained that capital costs would be allocated over 6 years, depending on the equipment needs, which would assist in rate stabilization.

Councilmember Mu asked about container sizes and expressed concern that residents have varying amounts of grass waste, with some potentially needing additional collection options.

Mr. Mullis said the administrative challenge is establishing a consistent rate structure but noted flexibility could be provided for special circumstances. He explained that certain properties, such as e townhomes with shared common areas, could opt out of receiving a cart while continuing to pay the associated fee, and additional service could be addressed on a on a case-by-case basis.

Town Manger Vosburg said the primary decision points for Council were containerization and discontinuation of grass collection and requested direction on how to proceed.

Mr. Mullis said the recommendation was bi-weekly for the yard waste collection.

Councilmember Zegerman said that communication would be critical and recommended implementing grass collection first to allow residents time to adjust before introducing containerization.

Mr. Mullis stated that this approach aligns with the proposed timeline, which includes a 20-month communication period. Hot noted that grass elimination would begin July 1st 2026, following the grass season, and containerization is anticipated to begin March 6, 2028..

Councilmember Gray said he was in support for allowing education period before full implementation, stating that it would provide residents with additional time to adjust and help avoid confusion if the policy changed immediately on July 1.

Director Mullis stated that eliminating grass collection is the most important action the Town can take to reduce disposal costs. He explained that once grass collection ends, the remaining mixture of leaves, sticks, and other woody debris can continue to be disposed of locally, resulting in a significant reduction in tonnage and associated costs.

Councilmember Zegerman suggested that July 1, 2026, be treated as a policy change date with education period, including outreach materials and resident notifications, rather than an immediate enforcement date.

Councilmember Reese said the prioritization would be around education and asked how similar programs had been implemented in other municipalities.

Mr. Mullis stated that staff would work with HOA boards and Communications on outreach efforts and noted that lessons were learned from implementations in Raleigh and Holly Springs. He encouraged Council involvement in communicating the changes to residents.

Councilmember Zegerman made a **motion** to direct staff to begin the process of eliminating grass collection, with an anticipated effective date of July 1, 2026, and to implement containerization beginning July 1, 2028, to align the major policy changes with the Town's fiscal year.

Mayor Pro-Tem Mahaffey clarified that there are three separate components: elimination of grass collection, implementation of containerization, and biweekly yard waste collection.

Mr. Mullis clarified that Option 1 proposed implementing containerization on March 6, 2028, following two budget cycles, and asked whether that timeline was consistent.

Councilmember Zegerman clarified that he was proposing to begin the grass collection elimination policy on July 1, while allowing for an extended transition and public education period during which grass would continue to be collected with notification to residents before full implementation.

Councilmember Reese asked about enforcement options for improper disposal of grass.

Director Jacobs said that his team in Water Resources is addressing these items currently..

Councilmember Mu said she preferred to purchase additional vehicles and delaying containerization due to the cost and the possibility that not all residents would need containers.

Town Manger Vosburg said that service options could be considered, grass disposal remains a long-term challenge due to limited disposal options.

Assistant Town Manager Stone said that staff could explore offering a paper bag grass pickup option for residents. He said that the service would be more expensive because the grass would require separate collection and transport to Raleigh for disposal, and any associated costs could be a passed through to the resident requesting this service.

Mr. Mullis said that one of the reasons staff is recommending the elimination of the grass collection is that Raleigh is already understaffed and experiencing processing limitations. He explained that, because the Town does not have its own processing facility, it relies on outside disposal options, creating operational risk if those options become unavailable. He added that Raleigh is currently accepting grass, bt disposal and transportation costs are approximately $70 or $80 per ton.

Town Manager Vosburg requested clarification on the proposed timeline, noting there had been discussion about a July 1 date while also avoiding implementation during the middle of the grass season. He asked whether the intent was to begin the implementation process on July 1 rather than discontinue grass collection on that date.

Councilmember Zegerman said the intent was to begin the process on July 1, coinciding with the effective date of the new UDO amendment, while allowing for a reasonable grace period. He explained that grass collection could continue on a limited basis during the transition as a courtesy while residents adjust to the new policy before full elimination of grass pickup.

Councilmember Mu suggested establishing designated pickup days for residents who need grass collection, such as a specific day each week, with residents required to request pickup in advance. She noted that this approach could improve efficiency by allowing staff to collect multiple requests in a single route rather than making separate trips to individual locations.

Mr. Mullis said that a designated pickup day would not be the most efficient approach because collection routes are organized by service zones, with trucks already operating throughout those areas.. He said that additional or off-cycle pickups could be accommodated through an on-demand service with an associated fee, which would need to be established. He sstated that the proposed program would be likely provided by the type of flexibility Councilmember Mu described.

Councilmember Mu clarified that she was suggesting a scheduled, area-based pickup model similar to existing collection routes, where residents could request service if needed and pay an associated pickup fee. She noted that residents with smaller amounts of yard waste may not need the service, while those with larger amounts could request collection on designated days for their area. **Mr. Mullis** said that this sounds like it fits the bi-weekly model for pickup.

Town Clerk Coleman asked for clarification for the motion. He said the direction discussed included initiating the elimination of grass collection, communication and an effective date for the grass collection change, and implementation of containerizationas a separate action, and the bi-weekly pickup schedule.

Councilmember Zegerman clarified that the biweekly pickup schedule should be combined with the containerization implementation, which would occur approximately two years after the elimination of grass collection.

Director Mullis asked does staff start bi-weekly pickup now.

Councilmember Zegerman said no.

Councilmember Mu said yes.

Councilmember Gray said start by having a motion on grass first.

A **motion** was made by **Councilmember Zegerman** to direct staff to initiate the phased elimination of grass-only collection, effective July 1, 2026, and to implement containerization beginning July 1, 2028. During the transition period, Town staff will continue to collect grass on an as-needed basis as a courtesy prior to full discontinuation.

VOTE: Motion died, failing to receive a second.

A **motion** was made by **Councilmember Zegerma**n, seconded by **Councilmember Gray**, to direct staff to begin immediate communication with the public regarding the Town Council's intent to eliminate grass collection effective July 1, 2026, with enforcement to be carried out at the discretion of the Town Manager or their designee.

VOTE: 3-2, *with Mayor Pro-Tempore Mahaffey and Councilmember Reese dissenting.*

A **motion** was made by **Councilmember Zegerman**, seconded by **Mayor Pro-Tempore Mahaffey**, to direct staff to evaluate the feasibility of transitioning all other yard waste to a containerized collection system, with an effective date of July 1, 2028.

VOTE: UNANIMOUS (5-0)

A **motion** was made by **Mayor Pro-Tempore Mahaffey**, seconded by **Councilmember Reese**, to transition to biweekly yard-waste collection and to direct staff to begin immediate public communication of this change. The proposed effective date is July 1, 2026, with the Town Manager authorized to adjust the start date as necessary to accommodate operational feasibility and ensure appropriate communication to residents.

VOTE: UNANIMOUS (5-0)

Town Manager Vosburg stated that the remaining question regarding excess rates may not be addressed during the current discussion. He recommended that staff review and process the information discussed and bring the item back to Council for further consideration as soon as possible.

Mr. Mullis thanked Council.

[NEW INITIATIVES DEVELOPMENT – BRAINSTORMING]

Town Manager Randy Vosburg said staff was recommending the deferral of this item to allow for more time to finish the other presentations. He said this item would be deferred to a future work session.

Town Manger Vosburg said the other remaining item for discussion was the potential expansion of the streetscape project, which had been brought forward during the initiative discussion but was not addressed at the previous meeting. He asked Council whether they wanted to discuss the item further or provide direction regarding potential funding.

Mayor Gilbert asked about time that was available and agenda items left.

Town Manger Vosburg said the remaining items for discussion, including the initiatives discussion, Council policy development brainstorming, and the scheduled facilitator session at 12:00 noon. He suggested that the initiatives discussion could be deferred to a future meeting, noting that the initiatives would likely not impact the current budget cycle. He acknowledged the importance of gathering new initiatives within the addition of a new Council seat but recommended pausing the discussion and bringing the item back at a future work session.

Council provided verbal consensus to bringing back the initiatives at a further work session.

Town Manager Vosburg asked whether Council wanted to discuss the streetscape project during the current meeting or defer the discussion to the further initiatives' discussion.

Council agreed to hold the discussion of the streetscape project for the future initiative's discussion.

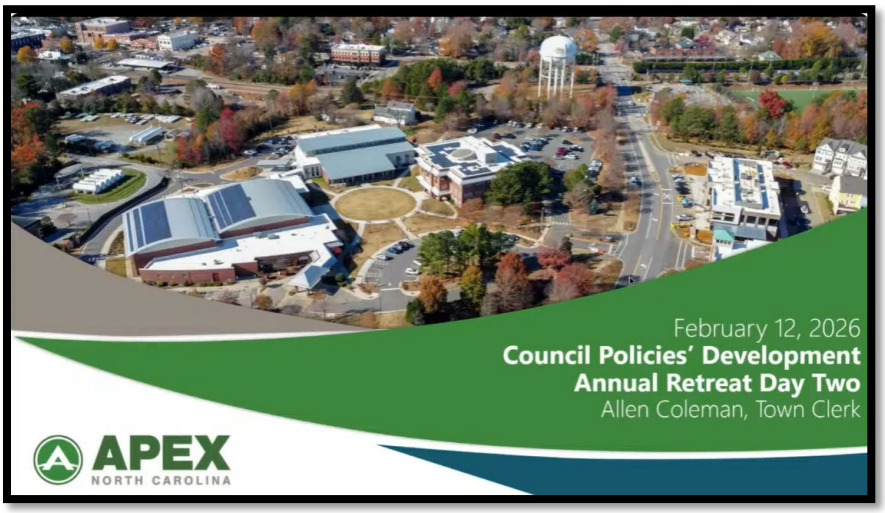
Town Manager Vosburg stated that the remaining items were lunch and the Council Policy Development discussion. He noted that additional time was needed to prepare lunch and asked Town Clerk Coleman to lead in the Council Policy Development.

[COUNCIL POLICY DEVELOPMENT]

Town Clerk Allen Coleman lead in the Council Policy Development session. He said the purpose of the discussion was to ensure Council was aligned regarding policy requests brought forward by various members.

He led the following presentation:

[SLIDE NO. 1]



[SLIDE NO. 2]



[SLIDE NO. 3]



Councilmember Zegerman asked whether Council wanted to discuss or provide input on each policy item individually and sought clarification on the process moving forward.

Town Clerk Coleman said this is for information for the Council. He explained that the purpose of the discussion was to ensure Council was aligned on the requested policy items before staff invested additional time in developing them. He requested feedback on any policies Council did not support moving forward with and clarified that the discussion was intended to be informational. He noted that staff wanted to confirm direction before bringing the items back for further discussion at a future work session.

Town Manager Vosburg said the intent was for Council to provide direction on whether to move forward with developing or not developing specific policies during the April work session.

[SLIDE NO. 4]



Councilmember Zegerman stated that the request was primarily intended to address potential liability concerns related to personal social media pages that may appear to represent official Town communications. He explained that the goal is to provide clarity regarding when statements or content posted on personal pages could be perceived as official positions of the Town or create unintended liability.

Town Attorney Hohe stated that creating a policy regulating individual Council Member's personal social media pages could be challenging. She said that individual members speaking on personal social medial accounts do not have authority to bind the Town to decisions, but acknowledged that residents may perceive those communications as representing the Town. She suggested that a more effective approach would be to place a policy statement on the Town's website clarifying that Council Members and the Mayor are speaking in their individual capacities and not on behalf of the Town Council or the Town of Apex, rather than attempting to monitor or restrict personal social media activity.

Councilmember Zegerman stated that he understood the challenges associated with creating such a policy but believed additional guidance would be beneficial. He noted that there have been instances where statements made by individual members of a governing

body could create potential obligations or liability for the entity they represent. He emphasized the need for best practices regarding social media use to help avoid unintended issues. He suggested that, in addition to a statement on the Town's website clarifying that members speak in their individual capacities, Council could adopt preferred practices encouraging members to reference that statement on their personal pages when appropriate. He noted that the intent would not be to restrict First Amendment rights but to establish guidelines for appropriate online conduct and communication.

Town Attorney Hohe clarified that she was not suggesting an elected official could never create liability for the Town through social media or other actions. She said that actions by elected officials could potentially result in legal claims against the Town, regardless of whether those claims ultimately have merit, and agreed that addressing potential concerns through appropriate guidance could be beneficial.

Councilmember Zegerman stated that his original request was focused on establishing guidance and best practices for elected officials' use of social media and noted that this was the intent behind his initial request. He added that he was unsure whether other Council Members had expressed similar concerns.

Mayor Pro-Tempore Mahaffey said that a social media policy would be reasonable but clarified that the intent would be to establish best practices rather than enforceable "guardrails". He said the importance of distinguishing between a policy providing guidance and restrictions on individual actions.

Councilmember Reese stated he supported the intent of the policy and believed Council Members should voluntarily adopt the principles on behalf of the Town. He said that the goal should be to clearly distinguish between communications made in an official capacity, informal communications, and campaign-related communications. He said that transparency, collaboration, and maintaining public trust are important and that establishing clear expectations that would benefit the Town.

Councilmember Mu asked whether the Town could establish a formal statement clarifying that Council Members' personal social media accounts, including those that may reference their elected position, do not represent the Town as a whole. She suggested that a statement or policy could clarify that communications made through personal social media accounts are made in an individual capacity and not on behalf of the Town.

Town Clerk Coleman stated that the discussion centered on establishing best practices that Council Members could voluntarily commit to and support as a group. He explained that such practices would require mutual commitment among Council Members rather than a mandatory requirement. He noted that the distinction between adopting best practices and creating an enforceable policy is where the discussion becomes more complex.

Town Attorney Hohe explained that the challenges with a social media policy would involve attempting to prohibit Council Members from making certain statements or requiring specific statements to be made, and those areas could raise First Amendment concerns. She said that a social medical policy could address other important topics, including recognition that social medical posts may be subject to public records laws and business. She added that policies could also address appropriate practices for managing or restricting content on

official business-related posts. She said that the topic is complex and that, while elected officials have First Amendment rights, they also have a responsibility not to infringe upon the rights of others.

Councilmember Reese asked about establishing clearer guidance regarding when Council Members are acting in an official capacity, including the appropriate use of Town identifiers, such as wearing a Town of Apex pin. He said that having clearer distinctions would help build trust within the community by identifying when she is speaking as an elected official versus in a personal capacity. She emphasized the importance of making a good faith effort to clearly distinguish personal opinions and activities from official Town representation.

Town Manager Vosburg said the consensus of Council is a policy.

Town Clerk Coleman said the sentiment is heard and there will be a policy brought back.

Councilmember Zegerman emphasized the importance of including legal guidance in any social media best practices, particularly regarding issues such as deleting comments and other activities that may have legal implications. He stated that the goal is to ensure Council Members understand applicable legal requirements and avoid actions on personal social media accounts that could create unintended legal or public trust concerns.

[SLIDE NO. 5]



[SLIDE NO. 6]



Councilmember Reese asked if other municipalities had been looked at to see what they had.

Town Clerk Coleman said yes and policies do exist.

Councilmember Reese asked if other municipalities were aligned or a wide variance.

Town Clerk Coleman said in general it ultimately depends on the tolerance level and consensus of the elected body. He said that there appeared to be alignment among Council Members regarding not providing Town support during campaign season.

Councilmember Reese asked if this pertained to just for the members on the ballots.

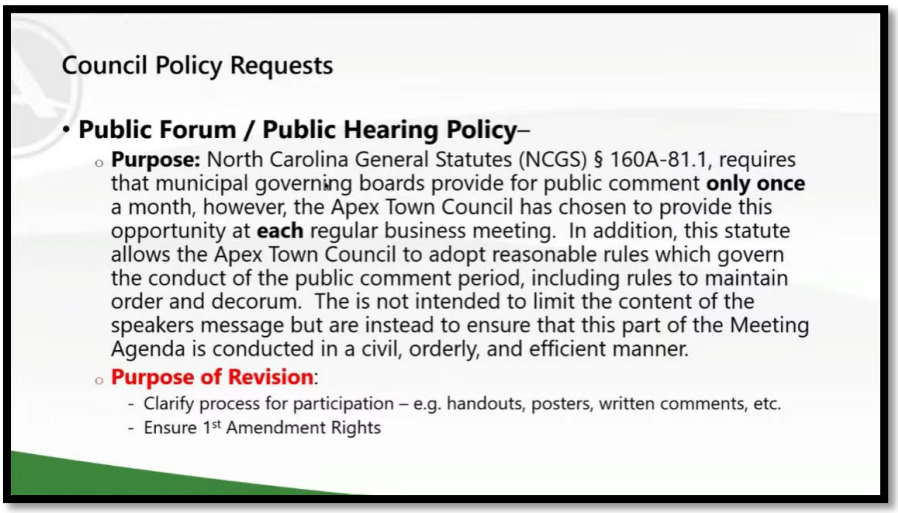
Town Clerk Coleman believed it was just the candidates that are on the ballot.

Mayor Pro-Tempore Mahaffey asked how the policy development process would work and whether staff would present Council with a list of policy options for consideration and direction before drafting specific policies.

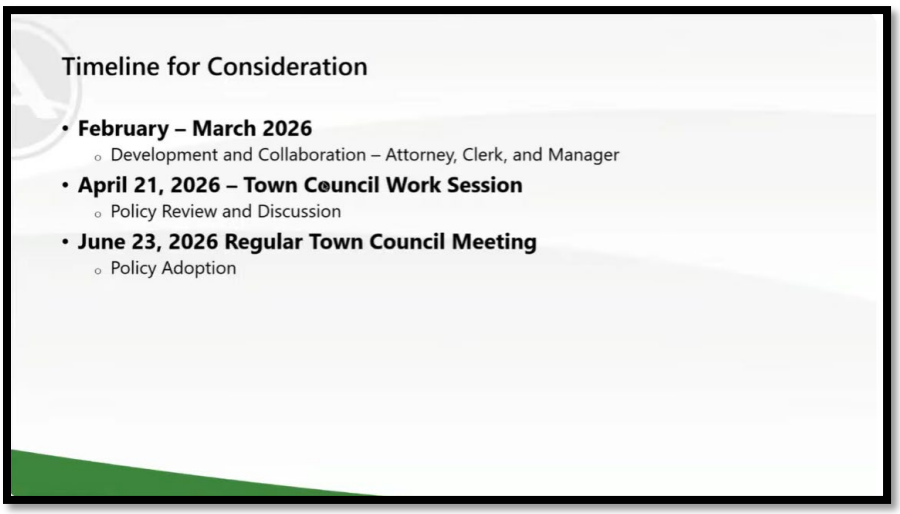
Town Clerk Allen Coleman explained that staff would research policies and practices from other communities and present Council with a range of approaches for consideration. He noted that staff would also provide historical information, such as expenditures related to office hours and community events, to help Council evaluate whether current practices should continue. He stated that the policies would be presented by topic, with Council providing direction on each component before staff prepares draft policies.

Town Manager Vosburg noted that Council could consider establishing an allocated budget for individual Council Members' office hours or similar activities, with members having discretion over how those funds are used within the approved allocation.

[SLIDE NO. 7]



[SLIDE NO. 8]



Councilmember Zegerman asked Town Clerk Coleman to do some research into whether other municipalities have governance policies for elective bodies that Apex has not yet considered and to identify any additional policy topics that may be beneficial for Council to review. .

Town Clerk Allen Coleman said yes, he will do some additional research on governance policies used by other municipalities and counties to identify any additional policy topics for Council's consideration. He said that while some policies may be unique to larger or district based governments, the proposed policy topics address many of the foundational areas currently needed as the Town continues to grow. He stated that staff would bring any additional recommendations back to Council for review.

Town Manager Vosburg said it was a good job and its lunchtime.

Mayor Gilbert announced the meeting was in recess at **12:00 noon.**

Mayor Gilbert reconvened the meeting at **12:42 p.m.**

[TEAM BUILDING]

Associate Professor of Public Administration and Government, Mr. John Stephens, facilitated a discussion among the six elected members focused on strengthening working relationships among members of the elected body. Discussion included shared expectations for communication, collaboration, professionalism, mutual respect, and effective governance.

Members discussed the importance of maintaining productive working relationships, recognizing differing perspectives and approaches, communicating directly and respectfully, and working toward consensus where possible. The discussion also emphasized keeping the interests of the Town and community at the forefront of Council deliberations and interactions.

Additional discussion centered on the respective roles of the Mayor, Mayor Pro Tempore, and Councilmembers; communication following Council decisions; coordination on matters of shared interest; and opportunities to strengthen trust, teamwork, and organizational effectiveness.

The Council also discussed the importance of clear and consistent communication between the elected body and Town leadership in support of effective governance and administration.

No formal action was taken.

[WRAP-UP AND ADJOURNMENT]

With no further business being presented to the Town Council, **Mayor Gilbert** adjourned the meeting at **3:14 p.m.**

Jacques K. Gilbert
Mayor

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

Submitted for approval by Town Clerk Allen Coleman and approved on_____.

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M~^i ^| i " ákñ *^äfkgèk M~^i Ωä~xkgé6>√ûü•°æΩCONT-2026-062)
Council voted to approve an Agreement between the North Carolina Department of
Transportation (NCDOT) and the Town of Apex for the Town to reimburse a portion of the
preliminary engineering and right-of-way acquisition costs for Project HL-0173, and to
authorize the Town Manager, or their designee, to execute the agreement on behalf of the
Town.

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¡PB W@? " @" 5 / MŒM/ J B MP¬

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- Summer Events and Programs
  - Pollinator Month Learning Lunch – A lunchtime educational program focused on pollinators will be held at the Senior Center on June 18 from 12:00 p.m. to 1:00 p.m.
  - Freakier Friday Movie Night – A family-friendly outdoor movie event at the Nature Park Amphitheater on June 13th from 7:30 p.m. to 9:30 p.m.
  - Ask Me Anything with the Town Manager – Residents can meet with the Town Manager, ask questions, and discuss town issues at Mama Bird's in Sweetwater on June 13th from 1:00 p.m. to 3:00 p.m.
  - Juneteenth in the Peak Basketball Tournament – A new three-on-three basketball tournament has been added to the Juneteenth celebration and will take place on June 20th from 8:30 a.m. to 1:00 p.m.

- Juneteenth in the Peak Celebration – The annual community celebration will be held on the Town Hall campus on June 20th from 1:00 p.m. to 8:00 p.m. The event will feature live music, food vendors, historical exhibits, and family-friendly activities.

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+r sk p~p J ~zsgk Mб^| <~r ^| ãk| ã^si ér sã è á i ^ék ï ^ã é~ äkî sk ï ér k á ä~q ä^{ ^| i é~ ^i i äkãã â è kãés~| ã pä~{ ér k á è f zsg Æ6 k q ^î k ér k p~zz~ï s| q á äkãk| é^és~| ∞ ¡N>7- / @B Æü ¬



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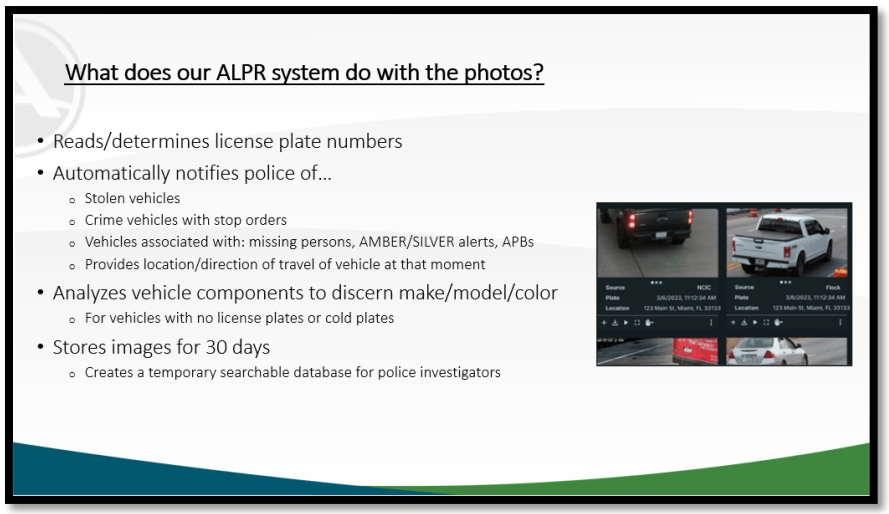

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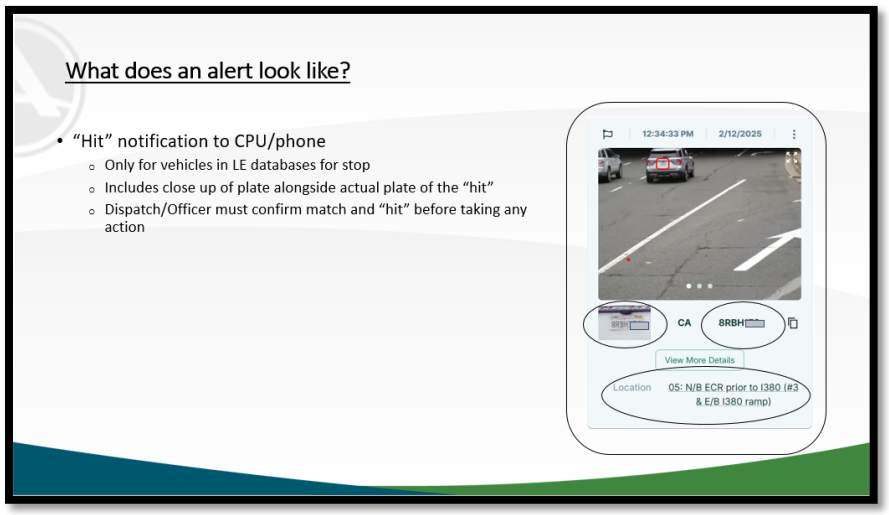

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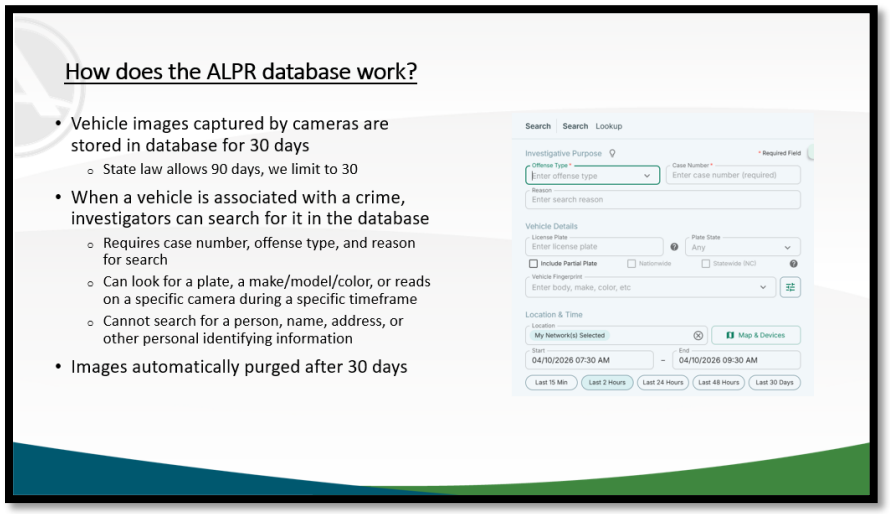

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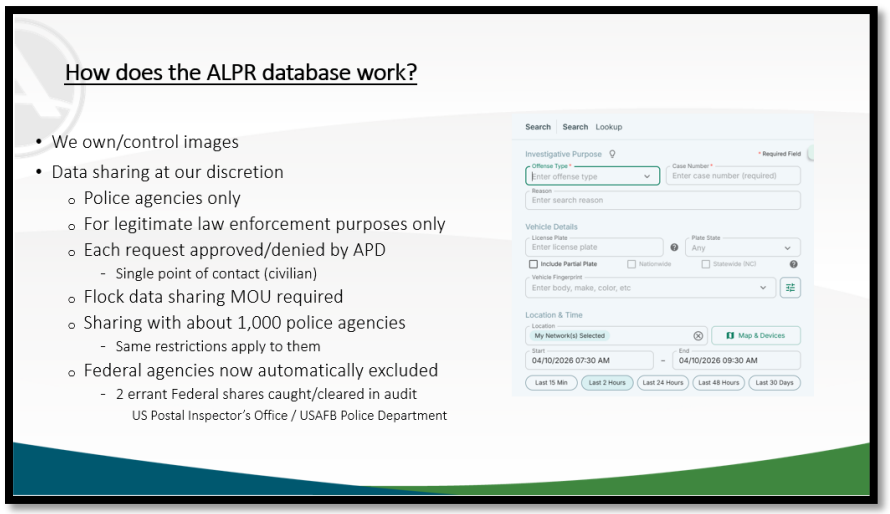

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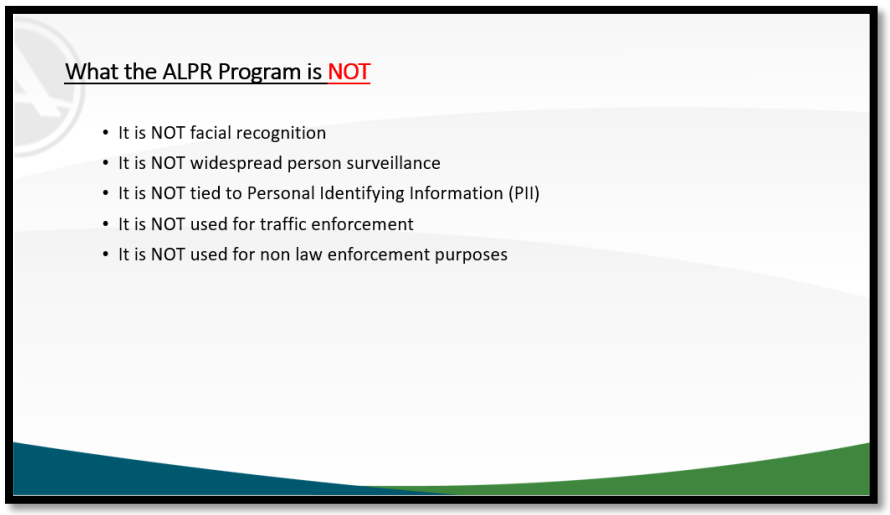

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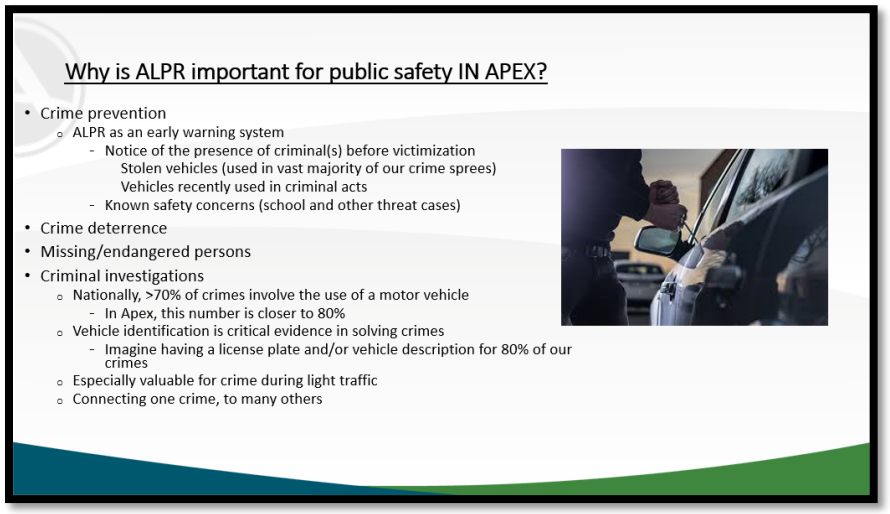
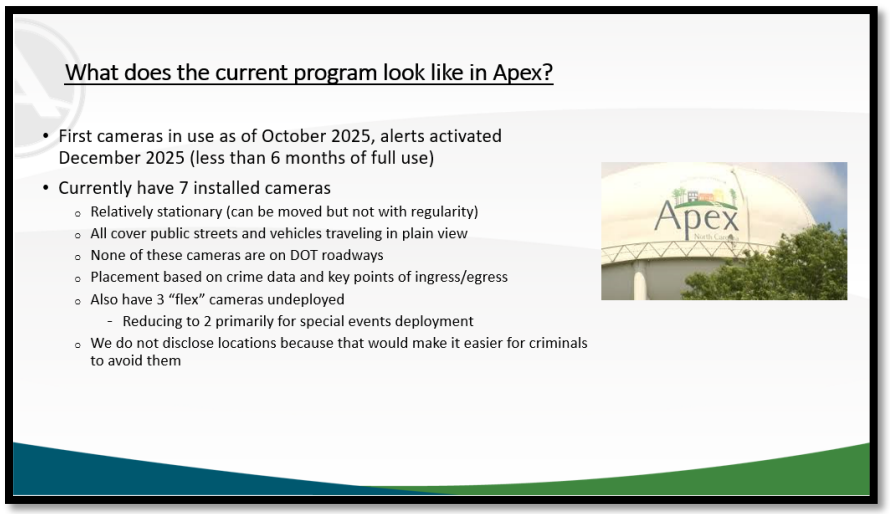
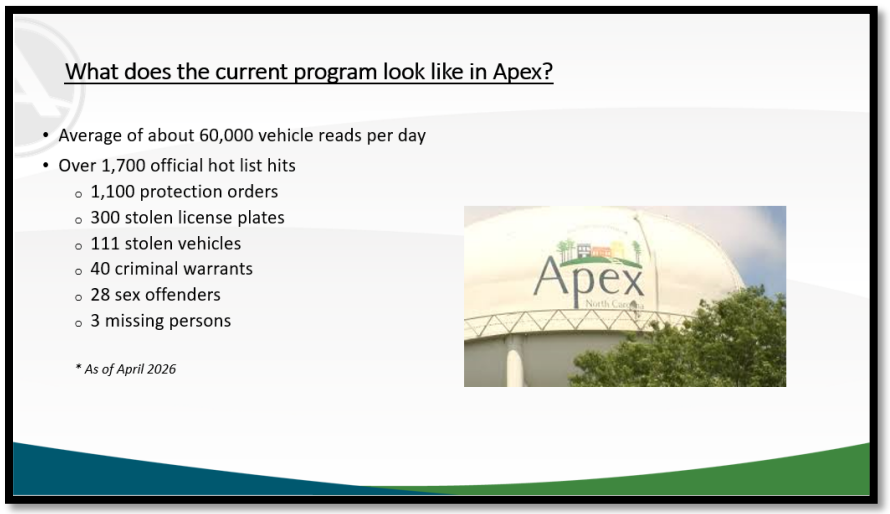

Why is ALPR important for public safety IN APEX?
• Crime prevention
o ALPR as an early warning system
- Notice of the presence of criminal(s) before victimization
Stolen vehicles (used in vast majority of our crime sprees)
Vehicles recently used in criminal acts
- Known safety concerns (school and other threat cases)
• Crime deterrence
• Missing/endangered persons
• Criminal investigations
o Nationally, >70% of crimes involve the use of a motor vehicle
- In Apex, this number is closer to 80%
o Vehicle identification is critical evidence in solving crimes
- Imagine having a license plate and/or vehicle description for 80% of our crimes
o Especially valuable for crime during light traffic
o Connecting one crime, to many others


What does the current program look like in Apex?
• First cameras in use as of October 2025, alerts activated December 2025 (less than 6 months of full use)
• Currently have 7 installed cameras
o Relatively stationary (can be moved but not with regularity)
o All cover public streets and vehicles traveling in plain view
o None of these cameras are on DOT roadways
o Placement based on crime data and key points of ingress/egress
o Also have 3 "flex" cameras undeployed
- Reducing to 2 primarily for special events deployment
o We do not disclose locations because that would make it easier for criminals to avoid them
Apex


What does the current program look like in Apex?
• Average of about 60,000 vehicle reads per day
• Over 1,700 official hot list hits
o 1,100 protection orders
o 300 stolen license plates
o 111 stolen vehicles
o 40 criminal warrants
o 28 sex offenders
o 3 missing persons
* As of April 2026
Apex

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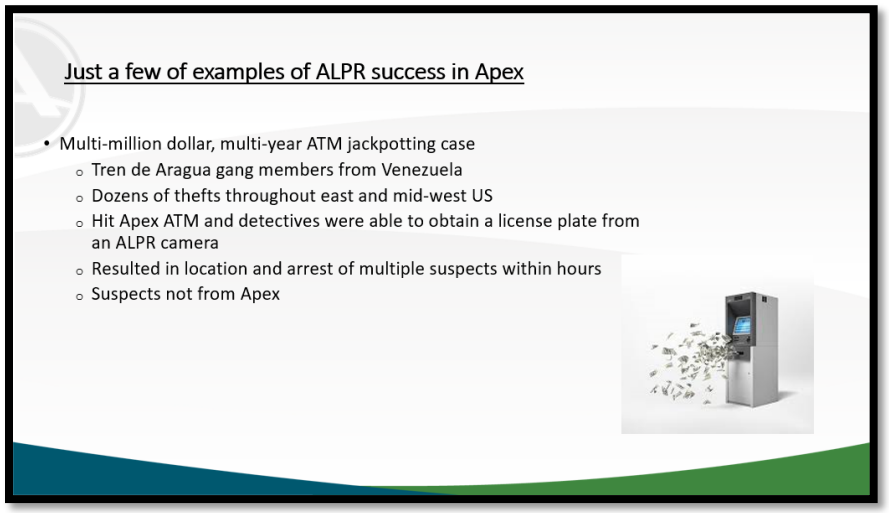

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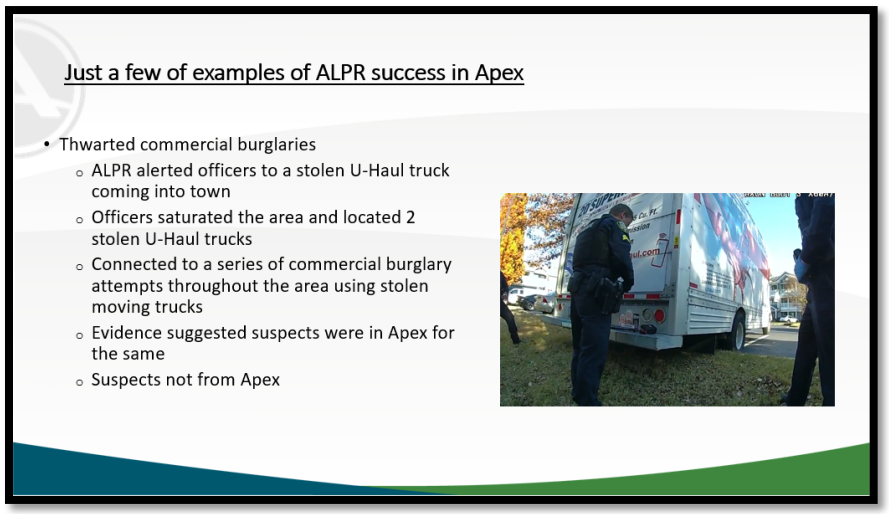

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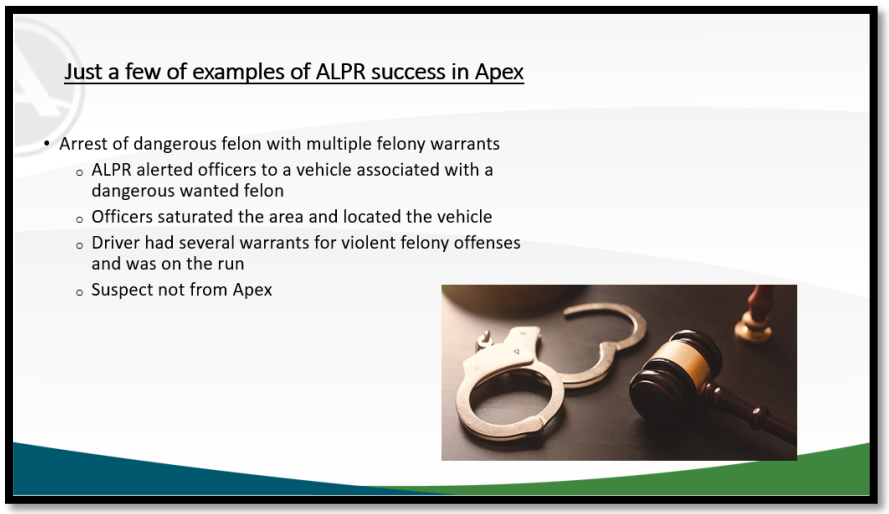

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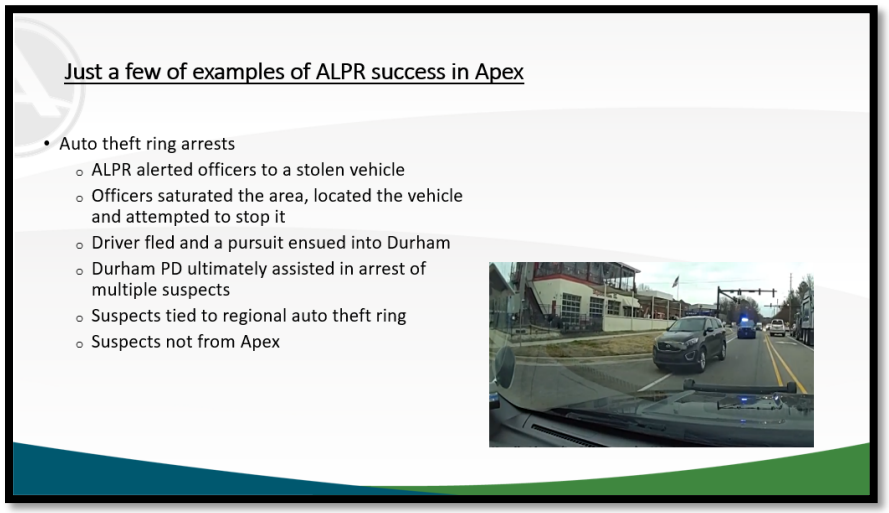

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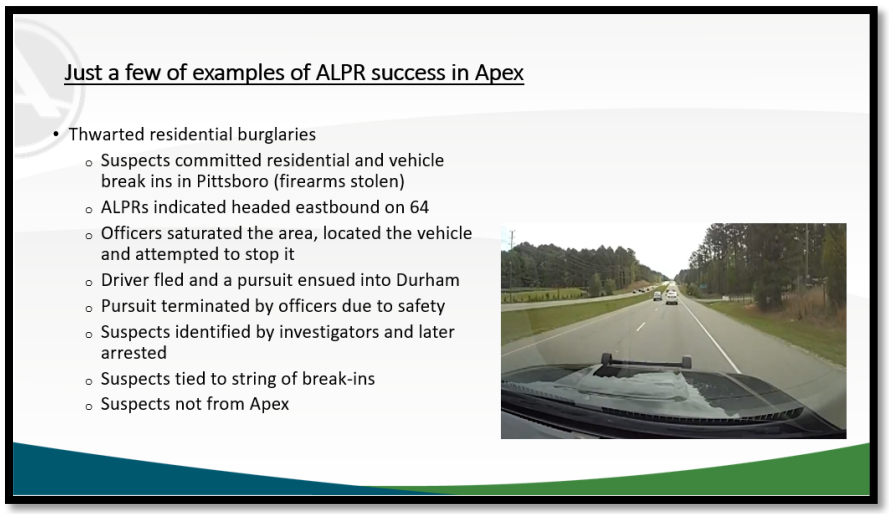

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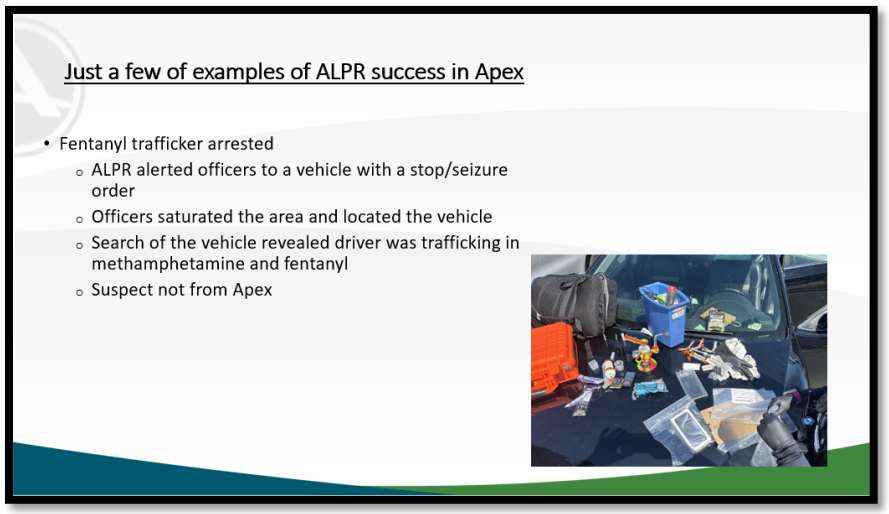
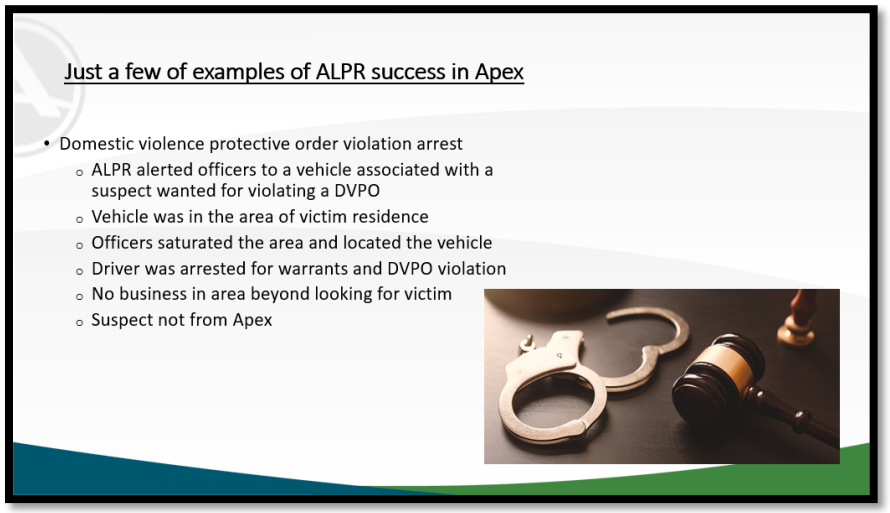
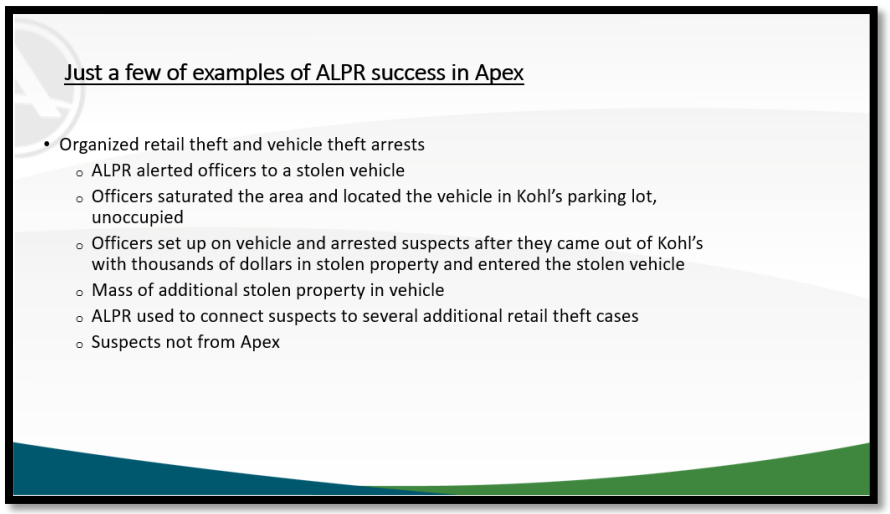
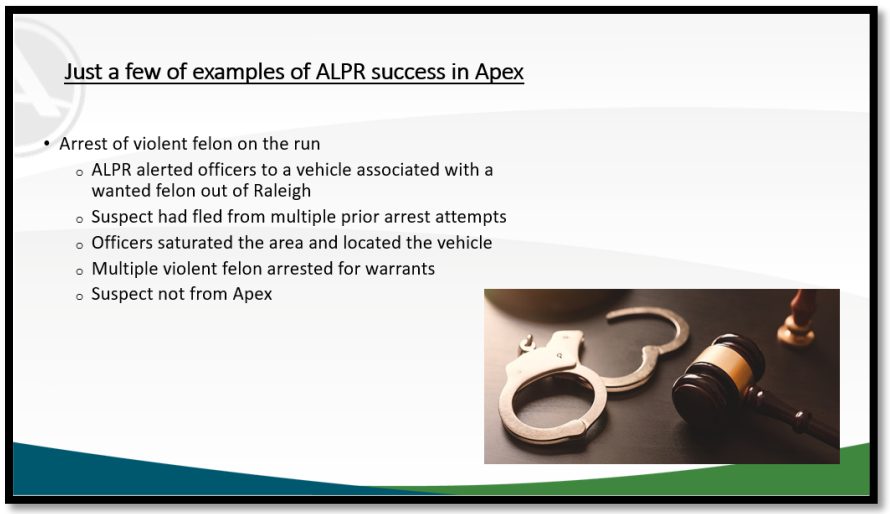
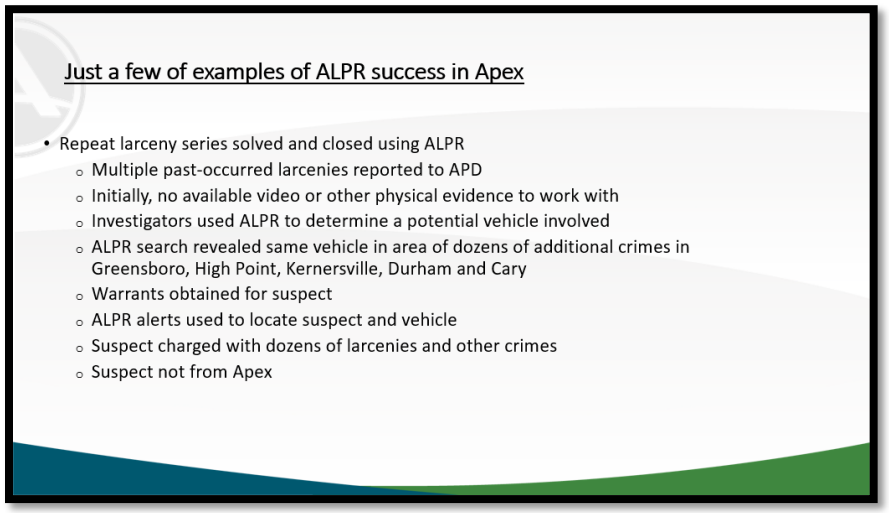
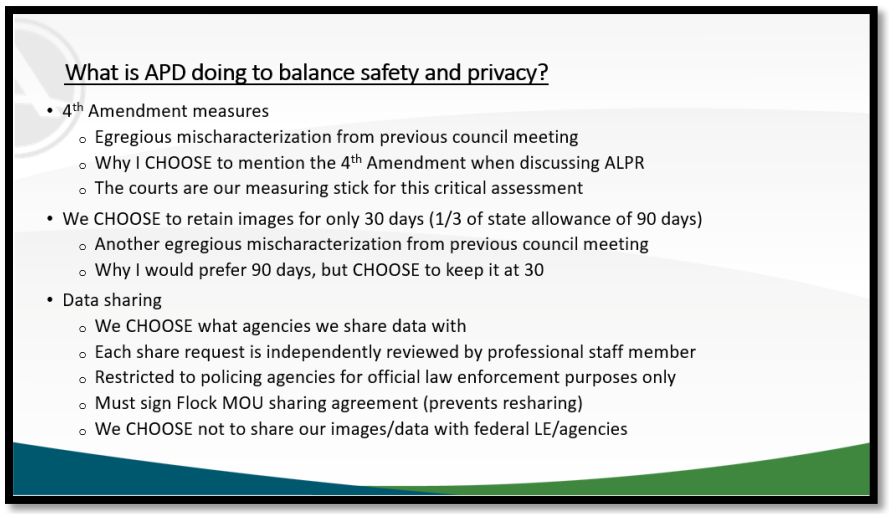


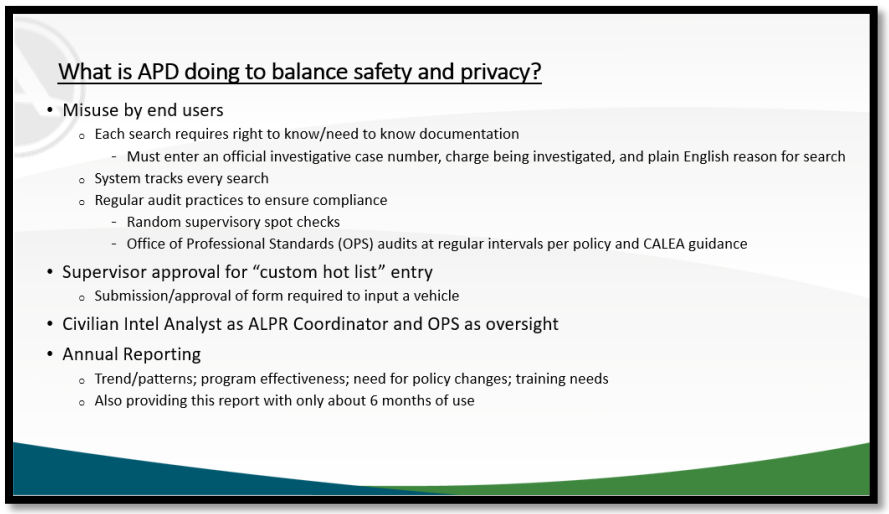

Just a few of examples of ALPR success in Apex
• Domestic violence protective order violation arrest
◦ ALPR alerted officers to a vehicle associated with a suspect wanted for violating a DVPO
◦ Vehicle was in the area of victim residence
◦ Officers saturated the area and located the vehicle
◦ Driver was arrested for warrants and DVPO violation
◦ No business in area beyond looking for victim
◦ Suspect not from Apex


Just a few of examples of ALPR success in Apex
• Organized retail theft and vehicle theft arrests
◦ ALPR alerted officers to a stolen vehicle
◦ Officers saturated the area and located the vehicle in Kohl's parking lot, unoccupied
◦ Officers set up on vehicle and arrested suspects after they came out of Kohl's with thousands of dollars in stolen property and entered the stolen vehicle
◦ Mass of additional stolen property in vehicle
◦ ALPR used to connect suspects to several additional retail theft cases
◦ Suspects not from Apex


Just a few of examples of ALPR success in Apex
• Arrest of violent felon on the run
◦ ALPR alerted officers to a vehicle associated with a wanted felon out of Raleigh
◦ Suspect had fled from multiple prior arrest attempts
◦ Officers saturated the area and located the vehicle
◦ Multiple violent felon arrested for warrants
◦ Suspect not from Apex


Just a few of examples of ALPR success in Apex
• Repeat larceny series solved and closed using ALPR
o Multiple past-occurred larcenies reported to APD
o Initially, no available video or other physical evidence to work with
o Investigators used ALPR to determine a potential vehicle involved
o ALPR search revealed same vehicle in area of dozens of additional crimes in Greensboro, High Point, Kernersville, Durham and Cary
o Warrants obtained for suspect
o ALPR alerts used to locate suspect and vehicle
o Suspect charged with dozens of larcenies and other crimes
o Suspect not from Apex


What is APD doing to balance safety and privacy?
• 4th Amendment measures
o Egregious mischaracterization from previous council meeting
o Why I CHOOSE to mention the 4th Amendment when discussing ALPR
o The courts are our measuring stick for this critical assessment
• We CHOOSE to retain images for only 30 days (1/3 of state allowance of 90 days)
o Another egregious mischaracterization from previous council meeting
o Why I would prefer 90 days, but CHOOSE to keep it at 30
• Data sharing
o We CHOOSE what agencies we share data with
o Each share request is independently reviewed by professional staff member
o Restricted to policing agencies for official law enforcement purposes only
o Must sign Flock MOU sharing agreement (prevents resharing)
o We CHOOSE not to share our images/data with federal LE/agencies


What is APD doing to balance safety and privacy?
• Misuse by end users
o Each search requires right to know/need to know documentation
- Must enter an official investigative case number, charge being investigated, and plain English reason for search
o System tracks every search
o Regular audit practices to ensure compliance
- Random supervisory spot checks
- Office of Professional Standards (OPS) audits at regular intervals per policy and CALEA guidance
• Supervisor approval for "custom hot list" entry
o Submission/approval of form required to input a vehicle
• Civilian Intel Analyst as ALPR Coordinator and OPS as oversight
• Annual Reporting
o Trend/patterns; program effectiveness; need for policy changes; training needs
o Also providing this report with only about 6 months of use

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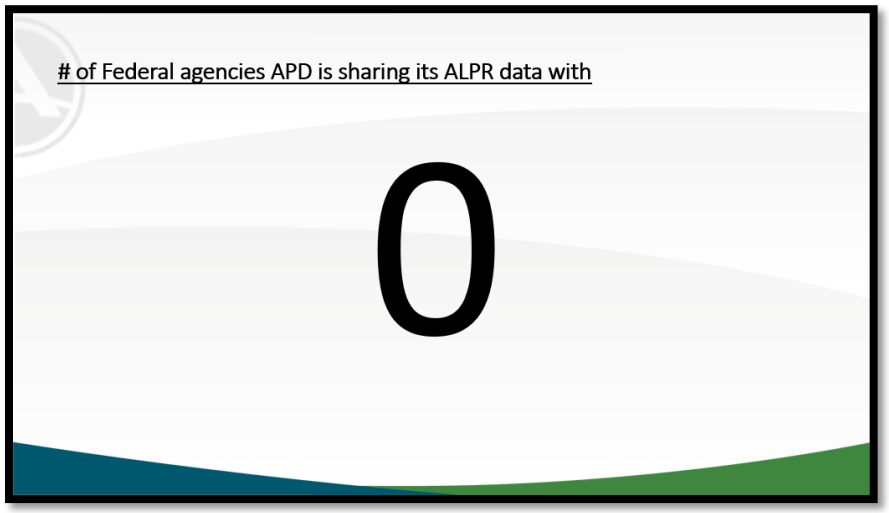

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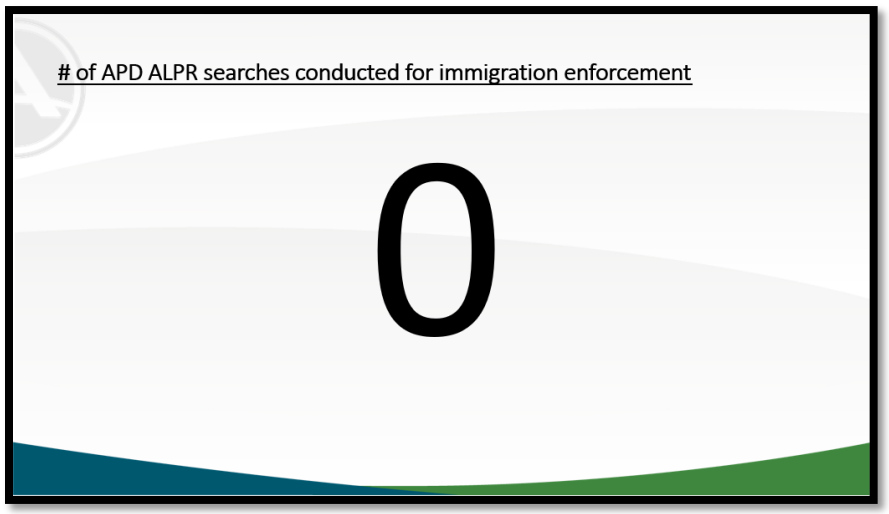

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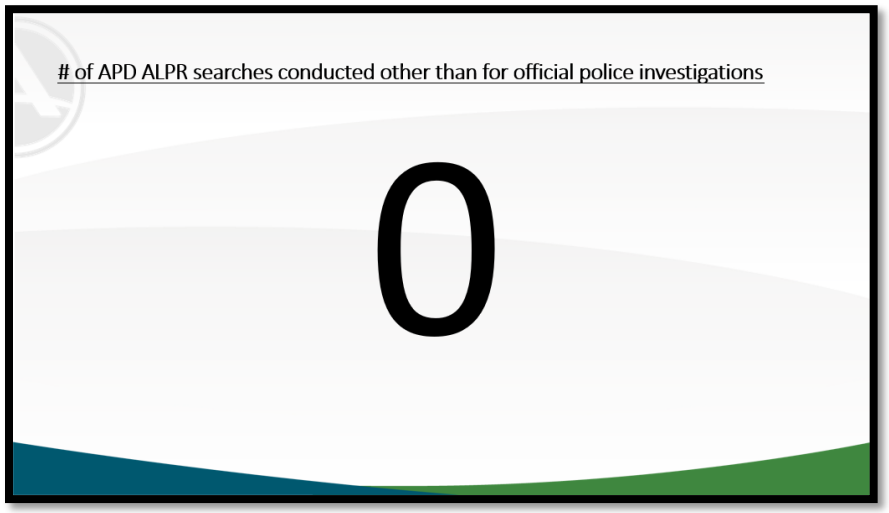

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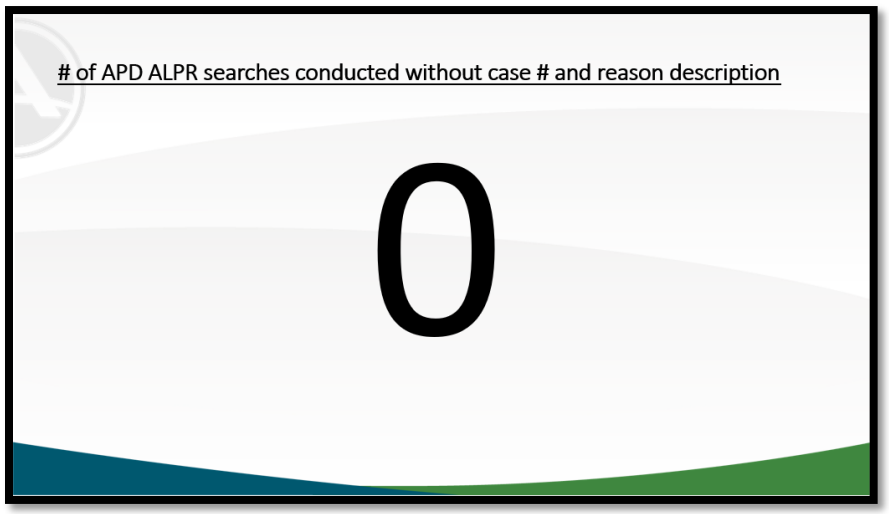

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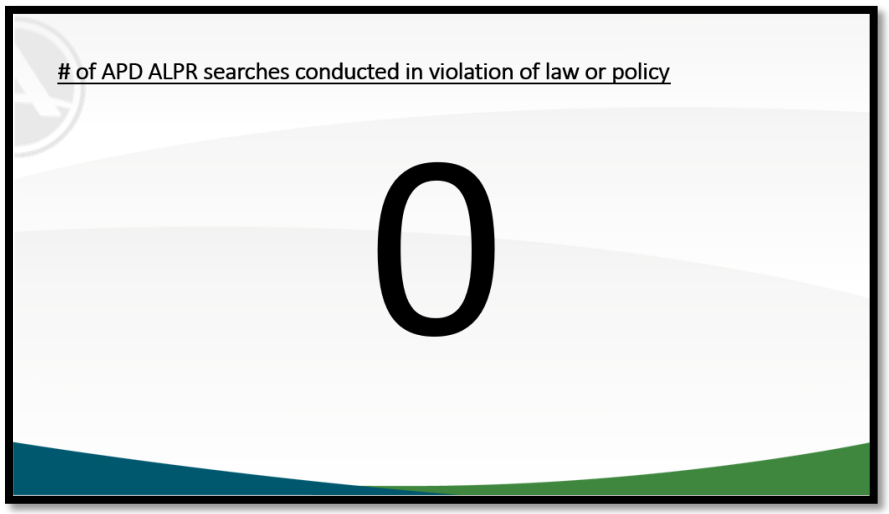

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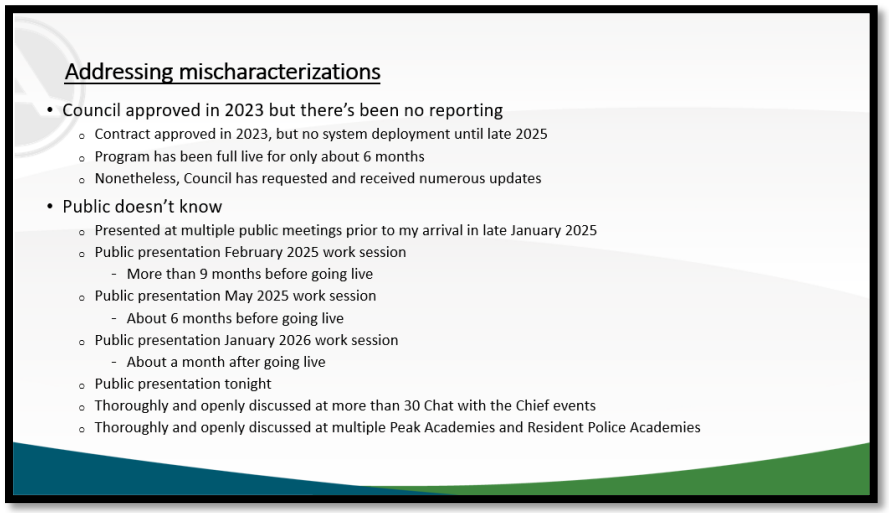

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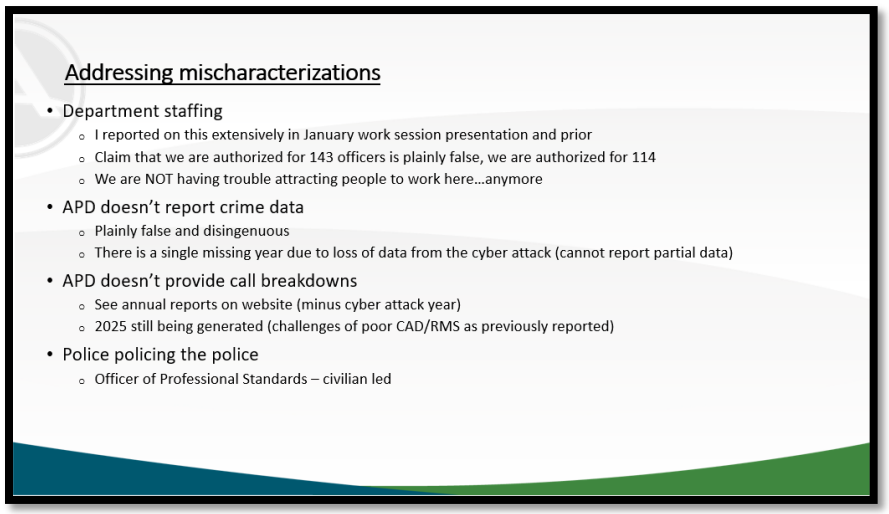

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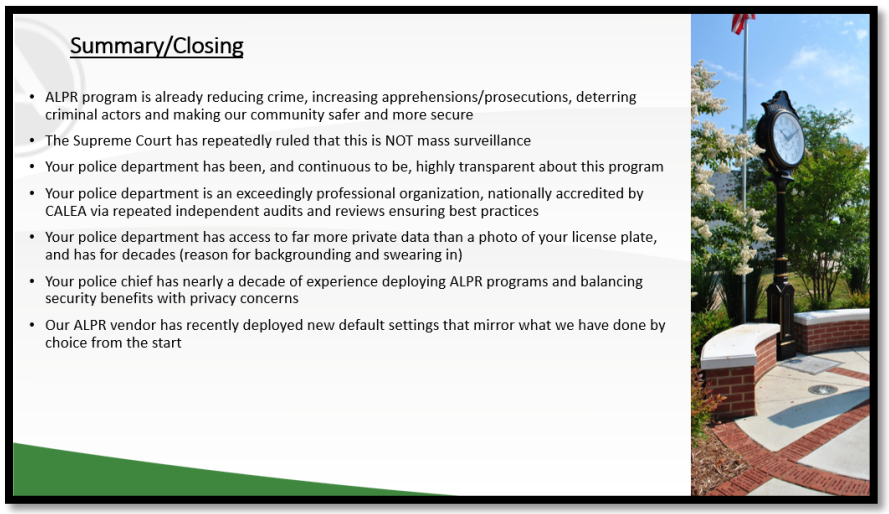

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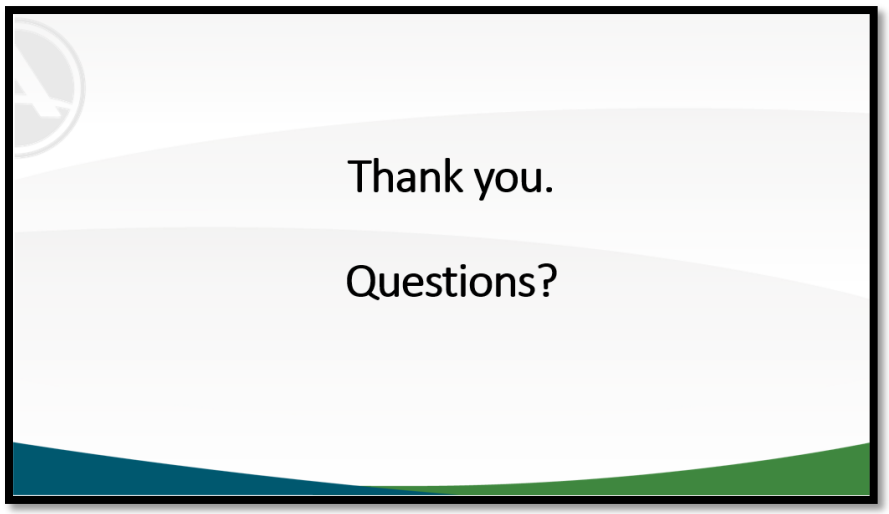

? ^ó~ä 5 szf käé ér ^| yki +r skp<~r ^| ãk| p~ä ér k á äkãk| é^és~| ^| i ã^si ér ^ér k ï sãr ki r k r ^i ér sã é~~z^| i ékgr | ~z~qó s| r sã és{ k ï sér " á kñ J~zsgk ï r k| zk^i s| q gäs{ s| ^z s| î kãésq ^és~| ãÆ6 k ã^si ér k g~{ { è| séóŒk| q ^qk { k| é^| i g~| gkä| p~ä á äsî ^gó sã ^á á äkgs^éki ^| i sã è| i käãé~~i Øf è é~pék| s| z^ï k| p~ägk { k| éï r k| ã~{ kér s| q r ^á á k| ã ^gä~ãã ér k g~è| éäóØ^zz^ï k| p~ägk { k| é sã á ^s| éki ï sér ^ f ä~^i f äèãr Ø^| i r k sã p~gè ãki ~| " á kñÆ6 k ã^si ér k ékgr | ~z~qó r ^ã r kzá ki ^á á äkr k| i { ^| ó gäs{ s| ^zã ^| i á äkî k| é gäs{ kãÆ6 k ã^si +r skp <~r ^| ãk| ^i i äkããki ^ z~é~pg~| gkä| ã á k~á zk r ^î kØ^| i ér ^| yki r s{ p~ä ér ^éÆ6 k ã^si r k r ^i é~zi ér k g~{ { è| séó ér ^ér k z~î kã ér sã ékgr | ~z~qó ^| i ï ~è zi zsyk p~ä ér sã é~ g~| és| è k é~ <^| è^äó ^ã ^ á sz~é é~ ^zz~ï { ~äk és{ k p~äkî ^zè ^és~| Æ

+~è| gsz{ k { f kä 5 ä^ó ér ^| yki +r skp<~r ^| ãk| p~äq sî s| q ér sã s| p~ä{ ^és~| Æ6 k ã^si g~| gkä| ã ^ä~è| i ér sã é~á sg ^äk| Œf ^ãki ~| i sãéäè ãé~pJ~zsgk s| q k| kä^z~ä " á kñ J~zsgkØf è é ä^ér k ä f ä~^i kä~äq ^| sö^és~| ã ^| i á skgk ã s| î~zî ki ï sér ér sã ã~péï ^äkÆ6 k ã^si ér ^ér k z~~yã ^é ér sã ^ã ^ p~ä{ ^z4ki kä^zJ ä~ãk gè é~ä ^| i ér s| yã ^f ~è é ér k î sgés{ ã ^| i { ^ys| q ãè äk ér kó ^äk é^yk| g^äk ~pØ^| i p~ä ér ^é ér k äk r ^ã é~ f k kî si k| gkÆ6 k ã^si ^ã ^ 4ki kä^zJ è f zsg - kpk| i kä

{ ~ãéák~ázk ï szzã^ór sã x~f sã é~ f k ^f ã~zèékzó ãykáésg^z~pérk á~zsgkØ^| i ér^ésã éäèk
f kg^èãk sé{ ^ykã érk{ f ~ér f kéékäÆ6 k ã^si ér^éz~~ys| q ^éï r^ésã f ks| q i ~| k ï sér érsã
ãóãék{ érkäk sã ~| zó § { ~| érã ~pi ^é^ ^| i ér^éŒ| ~é^ p^sä^ããkãã{ k| é~pérk éäèk î^zèkØã~
qsîs| q sé^ ók^äï ~èzi rkzá ƒqèäk ~èéï r^é^äk q~s| q é~ f k érk i ^é^ á~s| éã ^| i ï r^éï szz{ ^yk
ér s| qã f kéékä^| i ã^pkäï sér érsã ékgr| ~z~qóØ^| i f k ãákgsƒg p~ä" ákñÆ6 k | ~éki ér^ésé{ ^ykã
ãk| ãk é~ zkîkä^qk ékgr| ~z~qó é~ r kzá { ^yk " ákñ ã^pkäÆ6 k ã^si ér^é4z~gy r^ã ╓^ï ã f èésé Œ^
áä~qä^{ ér^ég~èzi { ^yk ér s| qã ï ~äy f kéékäØ^| i érsã ók^äsésã +~è| gsz Œx~f é~ éäó é~ ƒqèäk
érsã ~èéÆ6 k ã^si ér^é^éérk ^ááä~áäs^ék és{ k r k ï szz{ ^yk ^ { ~és~| é~ r^îk érsã äkpkääki é~ érk
Jèf zsg N^pkéó +~{ { séékk é~ f kqs| é~ z~~y ^é^i i äkããs| q érk áäsî^gó g~| gkä| ãØ| è{ f kä~p
g^{ kä^ãØérksäi ká z~ó{ k| éØã~zsgó i kîkz~á { k| éØ^| i ~érkäâèkãés~| ã ér^é| kki é~ f k
^i i äkããki ^| i é~ r^îk g~| îkää^és~| ã ^f ~èé{ ~îs| q p~äï ^äi ^éérk k| i ~pérk ók^äÆ6 k ã^si
" ákñ i kãkäîkã é~ r^îk érsã zkîkz~pã^pkéó^| i sésã ã~{ kérs| q ér^é| kki ã é~ f k gz~ãkzó z~~yki
^éÆ

+~è| gsz{ k{ f kä\ kqkä{ ^| ã^si ér^éérk ák~ázk ~p" ákñ i kãkäîk ã^pkéó^| i ^ áä~ákä
{ k^ãèäk ~páäsî^góØ^| i ér^érk ^ááäkgs^ékã érk ér~èqréér^égzk^äzór^ã q~| k s| é~ érk á~zsgskã
ér^éq~îkä| érk èãk ~pérsã ãóãék{ Æ6 k ã^si ér^éérkäk { ^ó| kki é~ f k ^| kñáz^| ^és~| ~pï r^ésé
{ k^| ã é~ r^îk érk +" >/ " " ggäki sé^és~| p~äérk " ákñ J~zsgk - ká^äé{ k| éé~ qsîk ^ zkîkz~p
g~{ p~äéér^éérk á~zsgskã ér^é^äk f ks| q èãki ^äk é~á ~pérk zs| k ^| i ãkg~| i é~ | ~| kÆ6 k
s| îséki +rskp<~r^| ãk| é~ ãák^y ^f ~èéï r^éér^é^ggäki sé^és~| f äs| q ã s| g~| ékñé~pérk " >JM
ékgr| ~z~qóÆ

+rskp<~r^| ãk| ã^si ér^éérkäk sã^| " ggäki sé^és~| ? ^| ^qkäér^ésãérk kñákäéf èéã^si
ér^éf ks| q s| î~zîki s| érk áä~gkãã ér^é+" >/ " sã^| kñr^èãés| q áä~gkãã é~ k| q^qk s| Ø^| i | ~é
{ ^| ó^qk| gskã i ~ sép~äér^éäk^ã~| Æ6 k ã^si érkó qsîk ó~è ^ zsé^| ó~pf kãéáä^gésgkã ér^éérkó
g~{ k s| ^| i áróãsg^zóäkîskï ^| | è^zzó é~ k| ãèäk á~zsgskã ^äk g~{ ázs^| éï sér érk kîkä
kî~zîs| q f kãéáä^gésgkã ï sér érk áä~pkããs~| Ø^| i kîkäó ók^ä" ákñ J~zsgk - ká^äé{ k| éáä~îsi kã
rè| iäki ã~páä~~pãØî rsgr ^äk i ^é^ á~s| éã s| érk p~ä{ ~pp~ä{ ^zäká~äéãØää~îs| q ér^é| ~é~| zó
érkäk sã kñsãés| q á~zsgó f èéérk P~ï | sãp~zz~ï s| q ér^éá~zsgóÆ6 k ã^si s| rsã ƒäãé+" >/ " ^èi sé
ï sérs| rsã ƒäãépkï { ~| érã ~pg~{ s| q é~ " ákñ séï ^ã é~èqr±sés| î~zîki ãsées| q s| pä~| é~pérk
+" >/ " f ~^äi ï rskérkó kî^zè^éki érk i ^é^ érkó r^îk r^i pèzz^ggkãã é~ ^| i ^ãy áäkããs| q
âèkãés~| ã ^f ~èé^| ó á~s| éï rkäkérk P~ï | { sãkãérk { ^äyØ^| i sér^ã é~ f k xèãés ƒki Æ6 k ã^si
érsãk| ãèäkãér^éá~zsgskã i ~| Œf kg~{ k ^ägr^sg ^| i ^äk| Œs| f kãéykkás| q ^| i érkó^äk
ykkás| q èá ï sér | kï k{ käqs| q g^ãk z^ï ãÆ6 k ã^si ~| k ~pérk érs| qãér^éãkéã +" >/ " ^á^äésã
érk ^{ ~è| é~páä~~pséäkâèsäkãØä^érkäér^| xèãér^îs| q érk á~zsgskã ~| érk f ~~yãÆ

+~è| gsz{ k{ f kä\ kqkä{ ^| ã^si ér^éérkäk ^äk ãr^äki sããèkãér^ér^îk f kk| ä^sãki f ó
érk áèf zsg^| i ï ^| éã é~ ykká érk g~| îkää^és~| g~| ãéäègésîk é~ zk^ä| pä~{ érk g~zkgésîk
kñákäsk| gkÆ6 k ãèáá~äéki érk ékgr| ~z~qó^ã ^ { èzésázskä~pï r^ég^| f k i ~| k ï sér érk J~zsgk
p~ägk ^| i érkäk ^äk f k| k ƒéãØf èéség^| Œg~{ k ^éérk kñák| ãk ~páäsî^góÆ6 k ã^si séï ^ã
s{ á~äé^| éé~ ykká érk á~zsgskã é~á | ~égr Ø^| i érkäk ^äk ãészã~{ k sããèkãé~ äkîskï á^äésgèz^äzó
^ä~è| i érk îk| i ~äØf èéãèáá~äéã r sã g~zk^qèk s| äkpkääs| q ér sã p~äpèäérkääkîskï ^| i i kpkä^
äkg~{ { k| i ^és~| f ^gy é~ +~è| gsz^é^ z^ékäi ^ékÆ

+~è| gsz{ k{ f kä? è ã^si érkäk sã^ i kká ^ááäkgs^és~| p~äérk +rskp^| i érk J~zsgk
B pƒgkääér^éé^yk äsãyã kîkäó i ^ó é~ áä~ékgé" ákñŒäkãsi k| éãÆÑr k ^ãyki spérkäk r^i f kk| ^| ó

g~{ á^äsã~| ã i ~| k ï sér ãs{ sz^äáä~qä^{ ã s| ékä{ ã ~pg~ãékpµgsk| gó ^| i áäsî^gó áä~ékgés~| Ø~ä spér käk ^äk ^| ó áz^| | ki Æ

+r skp<~r ^| ãk| ã^si spér k sããèk sã ï sér ér k gèääk| éî k| i ~äØér käk ^äk ã~{ k ~ér kä î k| i ~ääk{ käqs| q s| é~ ér sã ãá ^gk ér ^é^äk ï ~äér z~~ys| q ^é^| i sp+~è| gszï sãr kã p~ä ã~{ k s| p~ä{ ^és~| ~| ï r ^é^zékä| ^ésî kã { ^ó f kØér k| ^ézk^ãéã~{ k ãèäp^gk i ^é^ g~èzi f k áäkãk| éki ^éér k { kké s| q s| <^| è^äóÆ6 k ã^si ér ^éér k gèääk| éî k| i ~är ^ã f kk| s| ér sã f èãs| kãã ér k z~| qkãé^| i ï ~èzi r ^î k ér k { ~ãéä~f èãéi ^é^f ^ãk ér ^ég^| f k èãki p~äs| îkãésq^és~| Øf èésp ér kóykká g^èãs| q g~| gkä| ^{ ~| q ér k á èf zsg ér kó ï szz z~ãk { ^äykéãr ^äk ^| i { ^ófk ~| k ~p ér k g~{ ákésé~ääï szzr ^î k ^ i ^é^f ^ãk ér ^éŒ^ã î ^zè^f zk s| ér k pèéèäk ^| i á~ããsf zó f kéékä ^zsq| ki ï sér ér k sik^zã ~pér sã g~{ { è| séóÆ6 k ã^si ér ^éspér sã sã ér k i sãkgés~| +~è| gszï ^| éã é~ q~Ør k ï ~èzi p^gszsé^ék ér k ï ~äyÆ

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“I am a member of Mayor Jacques' internship program. Specifically, I'm the head of the environmental team and as part of our work at the internship program, we recently had all of the interns go out and interview some of their neighbors, specifically on the topic of recycling and waste management and so I just wanted to provide some information about the data that we gathered. The first question we asked was, "Are you aware of where your household waste is ultimately disposed of?" and we determined that a little over half of the people that we interviewed actually didn't know where their household waste was going at all. The next question we asked was, "Do you currently recycle and would you participate more if additional recycling services were offered?" The vast majority of people said that they would recycle and that they would partake in more recycling if additional services were offered. The next question we asked is, "How do you typically handle yard waste such as leaves and grass clippings?" About two-thirds of people said they leave it on the curb and the majority of the rest said that they had some kind of service that handled it or they composted it themselves. The next question was, "If a yard waste composting cart service was to be provided, would you use it?" About two-thirds of the interviewees said they would use it for certain and about a fifth of them were maybe’s. So, the majority of people would probably would end up using such a service if it were to be provided. We then asked, "On a scale of 1 to 10, how satisfied are you with your residential waste collection services?" We received an average score of a little over eight, so, most people are satisfied with their current residential waste collection. Our second-to-last question was, "Are you aware that grass clipping collections will be terminated effective July 1, 2026?", although they will continue a little into the summer from what I’ve heard, and it was roughly a 50-50 split, half the people knew and then half the people didn’t. Our final question was, "What additional residential food waste or recycling services would you like to see offered?" The majority of people said that they wanted to see other kinds of recycling offered, specifically metal, styrofoam, batteries, wood, and other things like motor oil. A lot of people also mentioned that they wanted separate bins for different types of recycling, such as separate bins for metal, styrofoam, and other

various things that they asked about. That's pretty much all that we had from the survey. Thank you."

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ÀI am here to serve you another notice. This one is actually about the Flock cameras because they are gaining more opposition across the country and I wanted to make sure that I put in writing the reservation of my God-given rights, not civil rights. The Town of Apex has to honor and protect those. When I come to Apex, I'm coming for a private purpose and I have the right to my privacy that cannot be violated except under strict constitutional form of law referenced in Article I, Section 19 of the North Carolina Constitution. This is also called constitutional due process of law, and you all swore an oath to uphold that. If you want to violate my constitutional rights and collect data on me, you must take me to a court of record and prove that you have the power to violate { ó rights you swore to uphold. So, you see the contradiction there. We the people have the right to privacy as we are not public officers like you or the police. I'm not attacking the police in any wayØthey're doing a great jobØf ut we are not under oath to the Constitution and therefore are not subject to any restrictions on our privacy unless we freely consent. Our privacy cannot be overridden by statutes, ordinances, or policies. It also cannot be overridden by the Town's decision to contract with any corporate entity to purchase Flock cameras or ér k zsykØif you go with a different vendor. The corporate entities that sell these devices are also bound by North Carolina law because they applied to do business. If youØas Town +~è| gsØvote to approve an expansion of Flock cameras in Apex or continue to use the 10 you already purchased, you will be violating my privacy when I come to Apex. Each of your oaths of office is first to protect the rights of the people, including their privacy. We cannot lose our right to privacy even on public roads. Any approval of policies, procedures, ~äi s| ^| gkã that go against the rights of the people is maladministration and a violation of your oath. I urge you to i iscontinue the use of these cameras immediately and p~ä ér käk é~ f k no further investments made to violate the constitutional rights of the people. I've asked at the end of my notice for each of you to respond within 10 days if you believe that I am wrong in the law I provided. If you have any questions, feel free to reach out to me. There are many municipalities canceling these contracts across the country due to these constitutional violations, and it is your duty to do the same. There is actually a case that was decided on June 4ª of this year, FCC versus AT&T Incorporated ^| i ~ne of the statements ér ^éér k N+BPQNmade in the opinion was location data, by its nature, implicates serious privacy concerns. This is from SCOTUS. So, more is going to happen. Thank you.Ã

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"Good evening. My family of three takes a walk around Jordan Point every morning. It is a time we cherish, but there have been moments that have struck me with pure terror and no, those aren't the moments when my son cries. He seldom does on these walks. The terror comes when we try to cross Horton Ridge Road, which cuts directly through our development as well as Jordan Manors, Belterra, and Woodbury. On multiple occasions, we have started to cross with no oncoming traffic in either direction, only for a car to come whizzing up behind us just as we reach the halfway point. Some of these drivers are clearly speeding, including trucks coming from the Gracewood construction sites. Because of this, I am asking the Town Council and staff to start stationing police for speed traps along Horton Ridge Road. The way the road is built, with its twists, turns, and elevation changes, already makes it hard to gauge when it's safe to cross. Despite this, I have heard the road is eligible to become a 45-mile-per-hour zone. This is terrifying. How is it that similar roads like Richardson Road in the Sweetwater area are not only kept at 35 miles per hour but regularly have speed traps? Furthermore, the intersection at Core Banks and Richardson is now due to get a traffic light. I completely agree with that upgrade, but I ask that all roads of similar caliber, especially those directly cutting through residential neighborhoods, receive the same thoughtfulness and consideration to ensure the safety of everyone, especially our children. Furthermore, I'd like to invite all six of you to join me and Lucas on a walk this summer to see and experience what we have with regard to crossing the road. I think we can all agree that seeing is believing. And finally, I wouldn't be true to brand if I didn't close by saying the following: One, air pollutants from generators like those used for data centers contribute to the development of Alzheimer's and non-Alzheimer's dementia and affect cognitive development in children, as a biomedical scientist, I'm happy to provide scientific literature on that, and two, to everyone in the room, please support our local businesses, especially downtown. Thank you for your time."

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"Hey everybody. Mayor Gilbert, Council Members, thanks for having me back. Good seeing you again. Thanks for letting me speak. I live at 417 South Tunstall Avenue, I'm right at the south block of the proposed sidewalk. I have some personal reasons, some safety reasons, and some cost reasons that this southern block should be terminated, aborted, or at least reconsidered before moving forward. A sidewalk already exists from James Street to Reams Street to East Moore Street, straight to the middle school there so I guess a congratulations to the project already being a little bit complete, there's already a sidewalk from Highway 55 to the middle school, which was kind of the point of that project in the first place. Additionally, personally, our half of the area is a bit hazardous. We live right behind where that flatbed tow truck smashed through the Apex Coin and Currency building. That's a

crazy intersection. We don't want more foot traffic there. We want less foot traffic there. There's already a safer sidewalk over by the James Street traffic light. I've already spoken with Mr. Stephenson. He was great. He said that around our area the sidewalk project had a little bit of a concession or alteration that wouldn't be taken 15 feet from our driveways, but 10 feet, our driveways are still only 20 feet, so that's taking half. I've submitted some pictures for you to see a typical parking situation. If the plan moves forward as proposed, then we'll most likely be in violation of parking on the sidewalk just by parking in our driveways, so I would like some reconsideration and protection from the Town to not have fines against all of us for parking in our own driveways going forward. If there is some sort of Resident advisory board that we can be part of to help facilitate the project moving forward, I'd be happy to participate, and I bet my neighbors would too. Additionally, if you scrap that corner, that southern block of the project, it would probably save the Town some money too. As we're talking about budgets moving forward and trying to save the Town money, I think this would be a good way to trim a little bit of the fat. That's all my time. Thanks again, and I'll see you in the future."

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"Tonight, Consent Agenda item number five, the Council approved on in 60 seconds or less, with a quick all-in vote. This was an amendment to the Town's Fiscal Year 2025 audit contract with Cherry Bekaert. In simple terms, it extends the audit completion deadline to June 15, 2026, and adjusts the contract due to additional work tied into the Town's ERP accounting system and related reporting requirements. I want to connect this to what I talked about last Council meeting because at that meeting, I raised a concern that the audit was still not complete. We saw that the audit extension itself approved at that time was 15 minutes before that meeting, but now we are seeing on the Consent Agenda that it's actually going to be extended now. So, the question tonight is simple: Why is this still not resolved? Why are we continuing to approve last-minute extensions and amendments after multiple years of late or delayed audits? Why does this keep happening in Apex when it comes to financial transparency? Because this is not an isolated issue anymore. Every time financial reporting comes before Council, audits, public records, or reporting timelines we hear the same explanations: ERP implementation issues, software transitions, town turnover, cybersecurity. And again tonight, we've heard that actually the Police Chief talked about not retrieving cyber data, so that was new for me to learn tonight. Technology does not make these decisions. People do. At some point, when we talk about delays in transparency, there's a pattern that emerges because audits are not just administrative formalities, they are the foundation of financial credibility for the Town of Apex, relied upon by the State Treasurer, bond markets, and taxpayers. Apex is not operating in isolation; the same audit expectations are applied to more than 550 municipalities across North Carolina. So, my question is simple:

When will the Town of Apex stop relying on system explanations and start addressing the management and accountability controls that are supposed to prevent these recurring failures? If the system is always the explanation, accountability is never the outcome. Thank you."

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ÀFirst, I'd like to begin with extending my empathy to the Council and the Mayor. I can only imagine what you all have to deal with day in and day out and all that your roles entail. I do understand that the issue I'm speaking on is not the only thing on your plate, but I did want to address that we come to the public forum to fight for a cause with a purpose. We don't come to give another entertaining episode of Apex's public complaints, ^| i I want to place emphasis on the fact that we appreciate you all hearing us, but also acknowledging and taking action, especially with the regulars that we have at these meetings as well. I wanted to reiterate a couple of things that I feel we could take more action on for the Apex downtown construction project. Having some kind of mats on the ák^ qä^î kzwould be great. We would appreciate that very much. Some speed bumps on Seaboard Street, I think, are essential at this point. We have a very dangerous situation back there for those who aren't aware Øthose of us who do park back there weekly know it is a danger. I've actually had to jump aside to avoid getting hit just being a pedestrian. In my car, there is always that riskØI know I'm not the only person who is frustrated by that particular aspect. An updated Phase One deadline would be very nice. We would appreciate having an updated deadline for the current side of the construction. I also wanted to propose a survey idea. It could be by mail, electronically, through text, and people like audio messages these days so maybe an automated system where people could leave a voicemail, ^| i éthis would be for proposed projects. I think hearing directly from the people is important. If we say we're advocating for the people, then we should hear from the people themselves ^| i ã~ I think that could have been great for the Salem Streetscape project, the potential parking decks that we were talking about, and I mean even the Apex Peakway, which I know some people have strong feelings about. Essentially, I just want us to work together and not against each otherØã~ I'm happy to be here again and continue returning. Go Canes.Ã

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À? ó | ^{ k sã N^ï ókä+^ä| kggr s^Ø7zsî k r käk s| " ák ñØ7^{ ^zã~ ^| k{ á z~ókk i ~ï | é~ï | Æ 7Œ r käk ^q^s| é~ ãák^y ï sér ó~è qè óã ^f ~èéi ~ï | é~ï | Æ7^á ~z~qsök p~äér k p^géér ^éó~è Œk q~s| q é~ f k îkäó p^{ szs^äï sér { k è| észér kãk ér s| qã ^äk äkã~zî ki Øf èé7^zã~ ér s| y ér ^éï k g^| f kg~{ k f kãé päsk| i ã ér ä~è qr ér k á ä~gk ãã Øf kg^è ãk ér sã sã ^zz^f ~èéf è szi s| q g~{ { è| sóóØ

äsqr éµPr sã sã ^zz^f ~è é f äs| q s| q á k~á zk é~qk ér kä Ø ér ^éŒé r k ï r ~zk á ~s| é~pér sã f k^è és Fg^és~|
á ä~ xk gé ér ^é ï kŒk ï ~äys| q ~| Øã gäk^és| q ^ { ~äk f k^è és pè zi ~ï | é~ï | ér ^é ^éëä^gé ã { ~äk
á k~á zk ^| i f äs| q ã kî käof ~i ó é~qk ér kä Ø ^| i gäk^ék ã ^ ãá ^gk ï r käk kî käó~| k pk kz ã ï kzg~{ kØ
kî käó~| k sã ^f zk é~ r ^á á szó ãá k| i ér ksäi ~zz^ãã ^| i ãá k| i ér ksäés{ kÆWr ^é ^f ~è é ér k s| √
f ké ï kk| µWr ^é ^f ~è é| ~ï µ*kg^è ãk ? ^ó~äØó~è á ~ãék i k^äzskä~| ó~è ä ã~gs^z{ ki s^ ^f ~è é
f è ãs| kãã kã ér ^é ^äk ér äk^ék| s| q é~ gz~ãk f kg^è ãk ~pér k s{ á ^gé~pér sã g~| ãéäè gés~| á ä~ xk géÆ
Pr käk Œ^zz~pér sã i ^é^ ér ^é{ ó päsk| i ^| i 7+^äk| r ^î k g~zk gék i ^| i f ä~è q r éf kp~äk ó~è
f kp~äk Ø^| i óké 7i ~| Œã äk ^| óér s| q r ^á á k| s| q Æ7i ~| Œ{ k^| é~ á è é ó~è ^zz~| ér k r ~é ãk^é Ø
f è é ér k äk^zsé ó sã ér ^é Œï r käk ï k ^zz^äk äsq r é| ~ï Æ*è ãs| kãã kã ^äk gz~ãs| q Øá k~á zk Œzsî kzs r ~~i ã
^äk ^é ãé^yk Ø^| i ér k f è ãs| kãã i ~ï | é~ï | sã xè ãé i s{ s| sãr s| q â è gykä ér ^| ï k g^| äkg~î käpä~{
séÆŒk ãá ~yk f kp~äk ^f ~è é^ggk ãã sf szsé ó Ø^f ~è é r ~ï ér k ï kf ãsék ãészzã^ó ã ér k i ~ï | é~ï |
ä~^i ï ^ó ã ^äk g~{ á zk ék zó ^ggk ãã sf zk ÆPr käk ^äk ãészzsã ãè k ã ér ^é á äk î k| é á k~á zk è ãs| q ï ^zykää
~ä { ~f szsé ó ^si ã pää~{ ^gé è^zz ó è ãs| q ér k ãsi k ~pér k ãsi kï ^zy ï r käk ér k g~| ãéäè gés~| sã
r ^á á k| s| q Æ7pó~è g^| Œ Fñ ér k á ä~f zk { Ø^é zk ^ãé gr ^| q k ér k ï ~äi s| q ~| ér k ï kf ãsék ÆŽŒ| ~é^
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äk^zsã és g ék ä{ s| ~z~q óÆB f î s~è ãz ó sé ï ~è zi f k si k^zs pï k g~è zi á è é i ~ï | ã~{ k ys| i ~pz^ók ä~p
á ä~ék gés~| ~ä ã~{ kér s| q ~î kä ér k á k^ qä^î kzé~ f k ^f zk é~ gäk^ék ^ { ~äk ã~zsi ï ^zyï ^óØf è é sp
ér ^éŒ| ~é^ggk ãã sf zk Øk ék Œxè ãé è á i ^ék ér k ï kf ãsék Æ7 ^i i sés~| é~ ér ^éØ{ ó päsk| i é^zyki ^f ~è é
Nk^f ~^äi M~^i Øér k f ~éézk| kgyã ér ^é ^äk gäk^éki ér käk ^| i ér k r ^ö ^äi ér ^éŒgäk^éki ï sér ér k
~| k√ ^ó ãéäk ké~| N^zk{ ÆNák ki f è{ á ãØ k g~è zi kî k| xè ãé á è é è á ãsq| ^q kÆ7y| ~ï { ~| kó sã
^ î käó s{ á ~äé^| é ér s| q Ø kŒk ^ P~ï | Øã ~ ä^ér kä ér ^| ï ~ääós| q ^f ~è é^zz~pér käk ~ér kä
k ñák| ãsî k Fñk ãØ r ^é spï k xè ãé á è é è á ^ ãsq| ér ^é ã^óã i ké~è äØã ~s| és| q ^ï ^ó pä~{ Nk^f ~^äi Æ
Wr ^é spï k xè ãé á è é è á ^ ãsq| ér ^é ã^óã | ~ ér äè √éä^pFgØé ãr ~è zi f k i sáá z^óki ér ^é sé sã | ~é Æ7 ^i i sés~| é~ ér ^éØã ~{ kér s| q ér ^é g^{ k é~ { ó
^éék| és~| pä~{ ér k z^ãé { kk és| q sã ér ^é ér käk ^äk | ~ äk^zJäsi k kî k| éã Øk ñgk á é p~ä ér k ãé~äó√
ék zs| q kî k| é ér ^éï ^ã r kzi 7ér s| y~| ér k ¢“ÆWr ó sã ér ^é µ7 ^ g~{ { è| séó ér ^é sã ãè á á ~ãki é~
äk á äk ãk| é kî käof ~i ó Ø ér k { ^äq s| ^zsöki g~{ { è| séó ~p>5 *PL 7' Ø7è| i käãé^| i ér käk ï ^ã
ã~{ kf ~i ó ï r ~ ï ^ã äè| | s| q ér k Jäsi k ~äq^| sö^és~| p~ä" á k ñØ f è é ér käk sã ^ g~{ { séék kÆN~ sã
ér käk | ~é ãá ^gk p~ä è ã é~ éäó ^| i s| gzè i k kî käof ~i ó µPr ^é Œ{ ó â è k ãés~| Æ

? ^ó~ä 5 szf käé ér ^| yki ér k ãá k^yk ä^| i s| î sék i è á ér k | k ñé ãá k^yk äÆ

@k ñé ãá k^yk ä ï ^ã 5 k~äq k 6 ~q ^| ~p†ü¢û Vsé é~äs~ >^| k∞

ÀÀWhat I heard tonight was encouraging. The questions that you guys asked, and I've spoken with many of you in person here and there, by phone, text, and email—but it was encouraging because it seems like there's uniform agreement that, relative to ALPR, ér ^é Flock is not a vendor we need to be in business with. I think that's really exciting ^| i kven though the Chief didn't mention it frequently and was focusing more on ALPR, that was still a concern, but I appreciate the technology that he needs f è é I think we all agree, and I think everybody behind me would agree, there needs to be a certain level of privacy f è é f efore we

even get there, we need to understand what the policy is going to be ^| i óou guys mentioned it today, and the Chief said, "The police department needs to be involved with that." Yes, you guys need to be involved, the police department needs to be involved, and we need to be involved with itØér ^ésã ^| i I guarantee you, if I am involved with that, I'm going to make it way stricter. There might be iterations back and forth f èéI do want to thank the Chief for coming in ^| i I appreciated his presentation and the g^| i ~ä ^| i talking with him outside, I appreciate that as well. He's done real work and focuses a lot on transparency and p~gèãkã ^ z~é~| mental health ^| i I think it's clear that he spends a lot of time on the Apex subreddit. I know some of you guys do as well. One thing I do want to check is we're talking about the contract for Flock being up in January. I think there is a 60-day notice clause, so we shouldn't be talking about January. We should be talking about the end of November f èéï e should make that very clear. I came in tonight wanting to present concerns about comments that were directed at me, directed at people speaking, or directed at people in certain subreddits. I noticed, and I think a lot of us noticed. I was going to say I think the Chief may think I'm his opponent, but I actually don't think that. I think all of us want the same thing, which is a safe Apex, and there are a lot of ways to get there f èésf you think about the last four months that I've been coming here, I've been warning about things like mission creep, and it is clearly happening, not necessarily here but with Flock. They are talking about drones, ér kóÆk é^zys| q ^f ~èélive camera pkki ãØér kóÆk é^zys| q ^f ~èéaudio detectionØhat's a problemÆ èézet's name what we heard todayØ e heard a complete defense of ALPR, and I think there are a lot of discussions, people might be on extreme sides of the debate, but it was a defense of ALPR and a defense of a certain level of surveillance f èé éhat wasn't really what we were talking about, and it was addressed, relative to Flock. The presentation was a good presentation. I think some of the images were pulled directly from Flock, especially that nice rosy one of a really pretty neighborhood with a Flock camera sitting over it ^| i Ixèãéhave to say I think Flock itself is anathema to trust. I'm not going to argue with the examples he gaveØe gave really scary examples, but that's not the ordinary work that this system does, ^| i { ost of those examples of crime were, whether we like it or not, ér kó ï käk pretty politically charged, especially when we start throwing in fentanyl, we start throwing in Venezuelan gangs. We know what that was about f èé| one of it actually answers what we came here to discuss, which is privacy, data, and the collection of citizen movement ^| i éhat's the problem. While the Chief was definitely careful not to mention Flock too much, it eventually came out. Shane, I think you were the one that really started bringing that up, so I appreciate that. Just so we're all on the same page, Flock is connected, as he said, to over a thousand different agencies. That was on their slide. One thing to call out: he did mention neighboring agencies, like Cary or Holly Springs, but if you actually look at our data and it goes well beyond the transparency portal that was opened up recently the majority of the people looking at our movement and looking at our license plates sésã not Cary, sésã | ~éHolly Springs, sésã | ~éPittsboroØat is deep in Georgia, deep in Texas, deep in Ohio. That is not neighboringØã~ éhere was a framing issue that I definitely had a concern with f èééhat single Apex search reaches more than 6,000 networks across the countróØ^| i ã~ sf we look at what he presented 6,000 car scans a day and the hot list is about a thousand.

That is 0.17%, ^| i I think it's great that we caught bad guys, but at what cost? That's a very small percentage, but we know this is a national system, and our town is a node in that national system. @~ï óou have a handout up there. I'm not going to have time to read all of it, but another member of the community pulled it up. And what it's doing is looking at criteria for evaluation. For instance, with the North Carolina Department of Transportation, there was discussion that toll roads are doing itØr kó éhat's fairØ540 is doing itØf ut Flock is not considered there because Flock has such an error rate that it is not allowed to be deployed on 540 or any public roads connected to the Department of Transportation. We also heard tonight that the courts had settled this. That's fair, but it's also fair to acknowledge, just like when you qèóã approved it years ago, that lawmakers, judges, and courts are not keeping up with technology. They hear things and say, "Yk^r ØYeah, that's not a violation." But if we look at the closest case, ï r sgr ï ^ã Carpenter, it actually cuts the other way. It held that the government generally needs a warrant to track where a person has been ~î käés{ k, even in public, because the whole reveals more than a single read. This is not just a license plate and the back of a g^ä±st is looking at everything. When people say every 30 days it resets and is gone, yeah but I also pass those cameras every dayØã~ I am never not in that system. Thirty-days keeping it doesn't mean anything. It's always going to be in there. That is a searchable national history of my car's movement, and that is the problem, ^| i éhat's what Carpenter addressed. We were also told it was safe, with zero on federal sharingØ~f course, there were two instances of itØ^| i ér ^éî käó gsî szs^| ï r ~ ï k ï käk ^zzkñgsék i ^f ~èéï ^ã ér k ~| k ï r ~ ^áää~î ki sé. We have a single thread of failure. One person can miss one thing and then the federal is in there. If you look at the search logs, the new transparency portal gives you 30 days. But qèkãã ï r ^éØresidents, we have the last 10,000 searches. I found all of them, ^| i éhere is an instance of ^ PD looking at HSI data, attempting to look at HSI data. I'm not necessarily concerned about that. I'm not concerned about zero searches related to abortions. That's a major issue, but that's not what Flock is set up to do. It's not like someone's going to go in there and type in, "They might have had an abortion in Texas and I need to find them in North Carolina." We were also told that it's transparent ^| i I think the Chief is working on that, but he pointed at the portalØqè| | ó éhat portal really just came to be be, just before he came in to speak about it. Just so we y| ~ï , that portal is run by Flock. It is turned on by Flock, and everything that is seen is controlled by Flock. What that portal is showing versus the other data we have from Have I Been Flocked or DeFlock, significantly more in-depth than the zséézk ér s| q ér ^é4lock is putting out to make people feel good and give a little checkbox. It's designed to make council say, "Yeah, they're transparent. Let's move on." N~Ør ere's the heart of it. Every protection that we heard tonight was a good policy, but the Chief used a word a lot: choice. We choose 30 i ^óã±ï e choose sharingØf ut a choice is not a policy. It's not a law. It's not a policy written by you guys. A department can change its mind, and Flock can change its defaults overnight like it has done { ^| óØmany times. Nothing was said tonight that would bind the next Chief or the next Council. Here's what we all agree on: Flock is not part of Apex's futureØï e're going to take it downØï e need to build a policyÆ I'm going to meet with the Chief next week, and I'm excited about that conversationØf ut we

as a citizens group, as Council, as the Police Department have to come up with a policy that protects us, protects the community, and guards privacy. Thank you.Ã

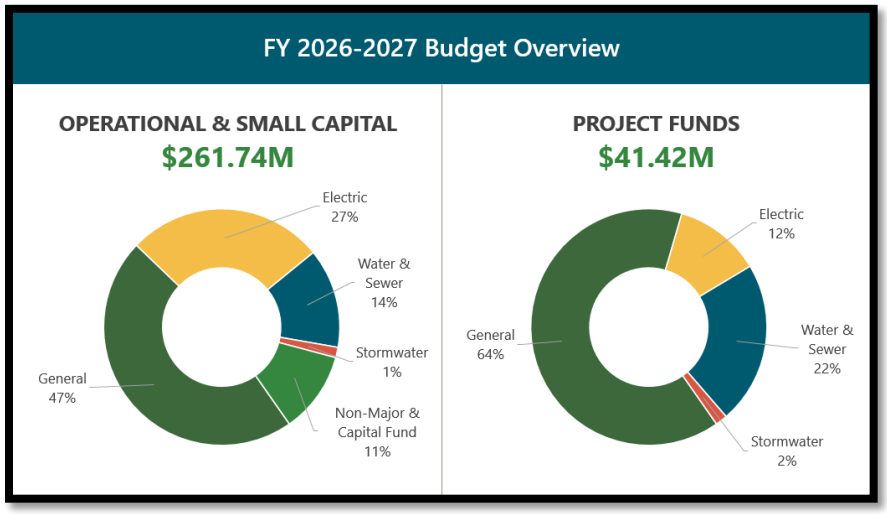
? ^ó~ä 5 szf käé gz~ãki Jèf zsg 4~äè{ ^| i ér^| yki ^zzp~äãák^ys| qÆ6 k { ~îki é~ Jèf zsg 6 k^äs| qãÆ

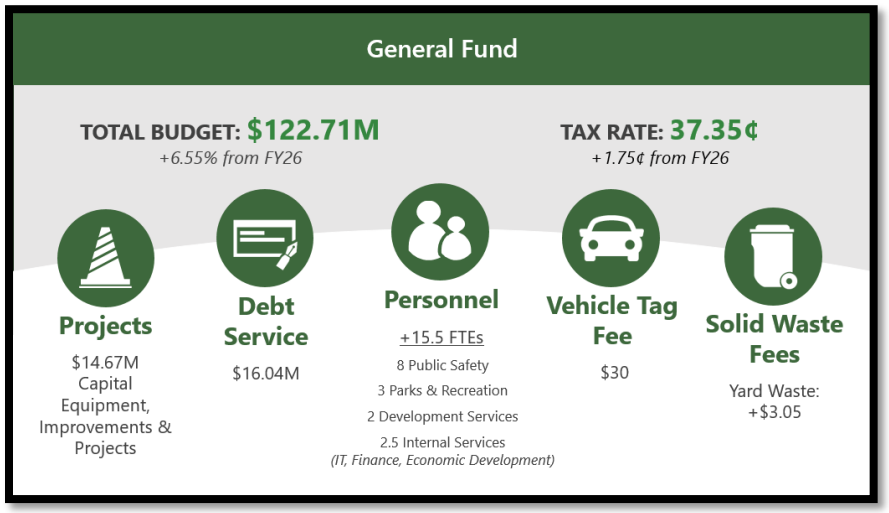
¡J Q* >7+ 6 / " M7@5 N¬

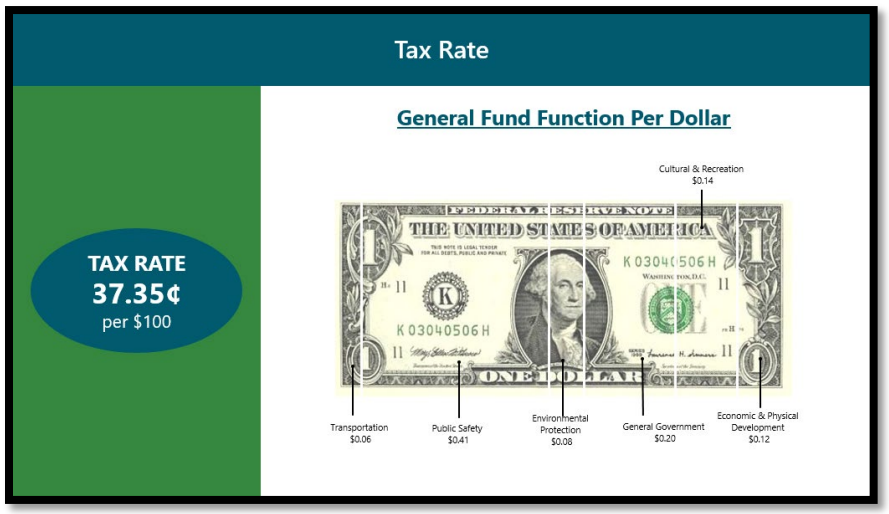
J 6 ü " | | è^zB á k ä^és| q *è i q k é^| i +^á sé^z 7{ á ä~î k { k| é J z^| Ω-7J æ≈4 sãg^ z Yk^ä † û † • ≈J ~ék| és^z" i ~á és~| ŒB M- √† û † § √û £ § æŒB M- √† û † § √û £ • æŒB M- √† û † § √û £ ¶ æŒB M- √† û † § √ û £ ß æŒB M- √† û † § √û § û æŒB M- √† û † § √û § ü æ

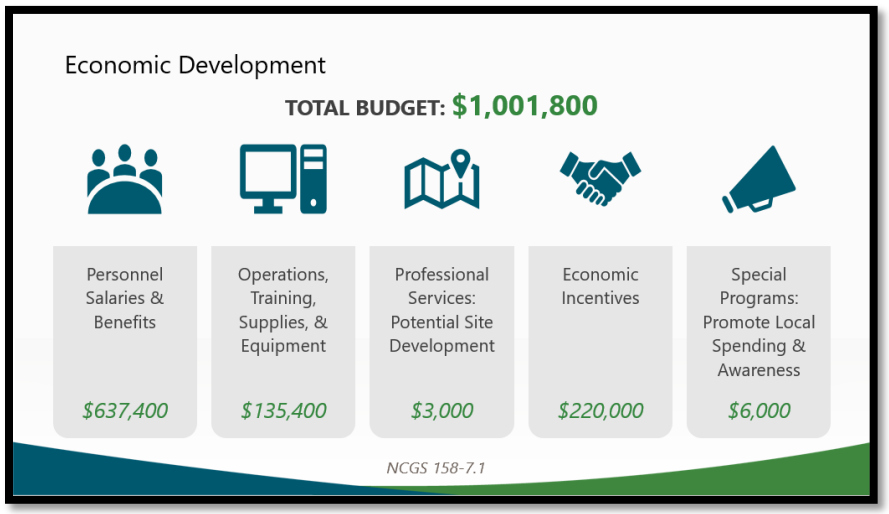
*è i q k é^| i J k äp~ä{ ^| gk ? ^| ^q k { k| é - säk gé~ä <k ã ã sg^ 6 ~pp{ ^| ã^si ér k 4Y † • f è i q k ér ^ã f kk| s| i k î k z~á { k| é p~ä^f ~è é ß { ~| ér ã ^| i ér ä~è q r { ^| ó { k k és| q ã Ø g~{ { séék k ãØ^| i i spk äk| é sék ä^és~| ãØ^| i ã r k ï szz f k á äk ãk| és| q ér k á ä~á ~ãki f è i q k é p~ä ér sã Jèf zsg 6 k^äs| qÆNr k q^î k ér k p~zz~ï s| q á äk ãk| é^és~| ∞

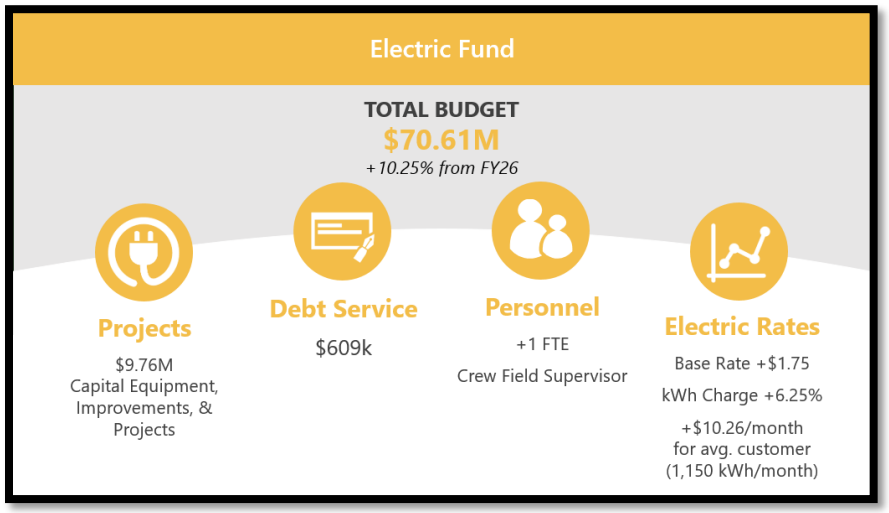
¡N>7- / @B Æü¬

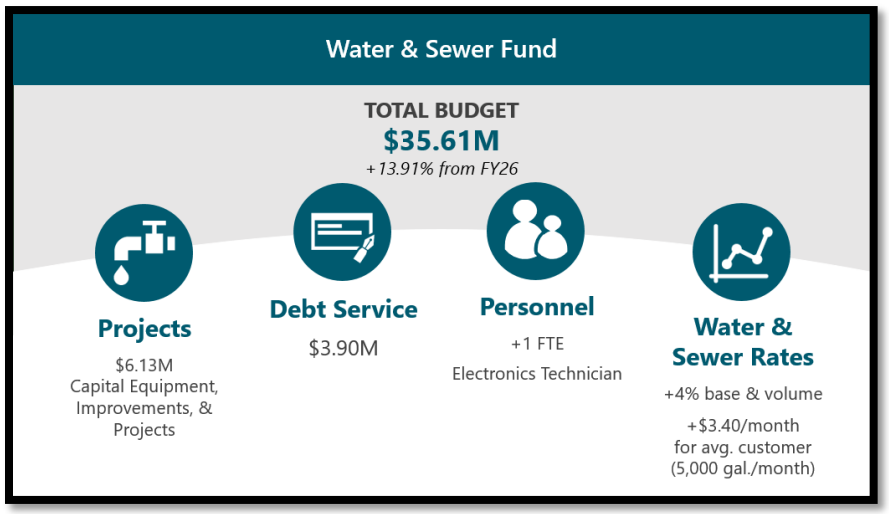


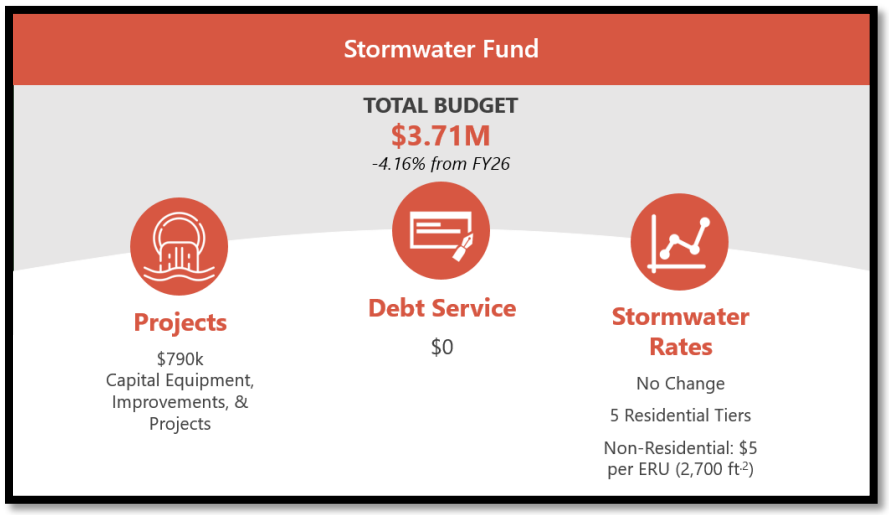

General Fund
TOTAL BUDGET: $122.71M
+6.55% from FY26
TAX RATE: 37.35¢
+1.75¢ from FY26
Projects
$14.67M Capital Equipment, Improvements & Projects
Debt Service
$16.04M
Personnel
+15.5 FTEs
8 Public Safety
3 Parks & Recreation
2 Development Services
2.5 Internal Services
(IT, Finance, Economic Development)
Vehicle Tag Fee
$30
Solid Waste Fees
Yard Waste: +$3.05


Tax Rate
TAX RATE
37.35¢
per $100
General Fund Function Per Dollar
Cultural & Recreation $0.14
Transportation $0.06
Public Safety $0.41
Environmental Protection $0.08
General Government $0.20
Economic & Physical Development $0.12


Economic Development
TOTAL BUDGET: $1,001,800
Personnel Salaries & Benefits
$637,400
Operations, Training, Supplies, & Equipment
$135,400
Professional Services: Potential Site Development
$3,000
Economic Incentives
$220,000
Special Programs: Promote Local Spending & Awareness
$6,000
NCGS 158-7.1


Electric Fund
TOTAL BUDGET
$70.61M
+10.25% from FY26
Projects
$9.76M
Capital Equipment, Improvements, & Projects
Debt Service
$609k
Personnel
+1 FTE
Crew Field Supervisor
Electric Rates
Base Rate +$1.75
kWh Charge +6.25%
+$10.26/month for avg. customer (1,150 kWh/month)


Water & Sewer Fund
TOTAL BUDGET
$35.61M
+13.91% from FY26
Projects
$6.13M
Capital Equipment, Improvements, & Projects
Debt Service
$3.90M
Personnel
+1 FTE
Electronics Technician
Water & Sewer Rates
+4% base & volume
+$3.40/month for avg. customer (5,000 gal./month)


Stormwater Fund
TOTAL BUDGET
$3.71M
-4.16% from FY26
Projects
$790k
Capital Equipment, Improvements, & Projects
Debt Service
$0
Stormwater Rates
No Change
5 Residential Tiers
Non-Residential: $5 per ERU (2,700 ft²)

Wake County Municipal Cost Comparison



Town	Tax Base % R/C	Tax Base	Proposed Tax Rate	Annual Taxes	Solid Waste	Water/ Sewer	Vehicle Fee	Storm-water	Electric	Annual Total
Morrisville	46/54	9.72B	0.3500	$1,645	$0	$1,172	$30	$50	$2,252	$5,150
Apex	**83/17**	**20.91B**	**0.3735**	**$1,755**	**$320**	**$1,053**	**$30**	**$60**	**$2,085**	**$5,304**
Raleigh	60/40	118.2B	0.3720	$1,748	$342	$1,016	$30	$102	$2,252	$5,491
Rolesville	91/9	2.67B	0.4000	$1,880	$315	$1,016	$30	$0	$2,252	$5,494
Cary	72/28	51.2B	0.3775	$1,774	$336	$1,172	$30	$0	$2,252	$5,565
Wake Forest	77/23	12.08B	0.4200	$1,974	$300	$1,016	$30	$44	$2,279	$5,644
Knightdale	62/38	5.05B	0.4400	$2,068	$220	$1,016	$30	$81	$2,252	$5,668
Wendell	81/19	3.89B	0.4200	$1,974	$360	$1,016	$30	$75	$2,252	$5,708
Holly Springs	72/28	14.61B	0.3435	$1,614	$271	$1,555	$25	$78	$2,252	$5,797
Garner	58/42	10.4B	0.5450	$2,562	$0	$1,016	$30	$0	$2,252	$5,861
Fuquay-Varina	80/20	11.48B	0.3780	$1,777	$288	$1,942	$30	$0	$2,252	$6,289
Zebulon	56/44	2.88B	0.5770	$2,712	$347	$1,016	$30	$0	$2,252	$6,358

Assumptions

- Tax base residential vs. commercial ratio provided by Wake County as of January 1, 2025
- Property taxes using $470,000 home value (April 2026's Wake Median Price) & data supplied by municipalities.
- Water/Sewer based on 5,000-gallon usage, ¾" meter size, inside the city limits & does not include irrigation.
- Stormwater based on 2,000 ft.² of impervious surfaces.
- Electric assumes Duke Energy unless member of NCEMPA & based on 1,150 kW/month in energy use.
- Proposed tax rates are subject to change.

Rate Impact

Average Apex Residential Customer

Service	Current	Proposed	Monthly Change	Annual Change
Sanitation *Garbage, Recycling, & Yard Waste*	$23.62	$26.67	$3.05	$36.60
Water *5,000 gallons*	$30.39	$31.60	$1.21	$14.52
Sewer *5,000 gallons*	$53.99	$56.18	$2.19	$26.28
Electric *1,150 Kwh*	$163.47	$173.73	$10.26	$123.12
Total of Services	**$271.47**	**$288.18**	**$16.71**	**$200.52**
Taxes *$600,000 single-family home (Average **Apex** Family Home Value)*	$2,136.00	$2,241.00	$8.75	$105.00
Total Impact			**$25.46** *Per Month*	**$305.52** *Per Year*

*FY25-26 tax rate $0.356 → FY 26-27 proposed tax rate $0.3735

Alternative Option

Tax Rate: 37.35 cents

0.82¢ ⟶ 1¢ Increase to Community Investment Fund
+$372,000



Apex Peakway Southwest Widening

Additional Operating Reductions
-$372,000

Smart Cities Parking Phase 2	**$140,000**
Smart Cities Drone	**$56,000**
Travel and Training	**$36,000**
Additional Inspector Position	**$140,000**

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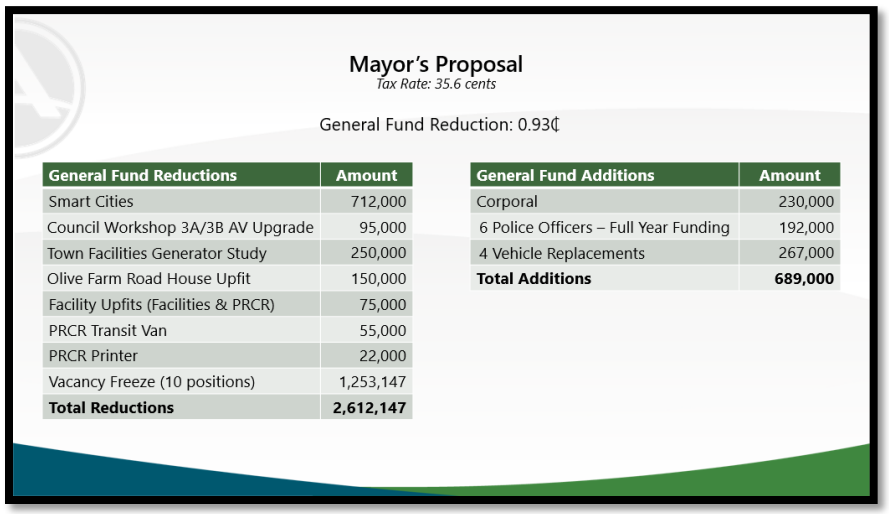

General Fund Reductions	Amount
Smart Cities	712,000
Council Workshop 3A/3B AV Upgrade	95,000
Town Facilities Generator Study	250,000
Olive Farm Road House Upfit	150,000
Facility Upfits (Facilities & PRCR)	75,000
PRCR Transit Van	55,000
PRCR Printer	22,000
Vacancy Freeze (10 positions)	1,253,147
Total Reductions	**2,612,147**

General Fund Additions	Amount
Corporal	230,000
6 Police Officers – Full Year Funding	192,000
4 Vehicle Replacements	267,000
Total Additions	**689,000**

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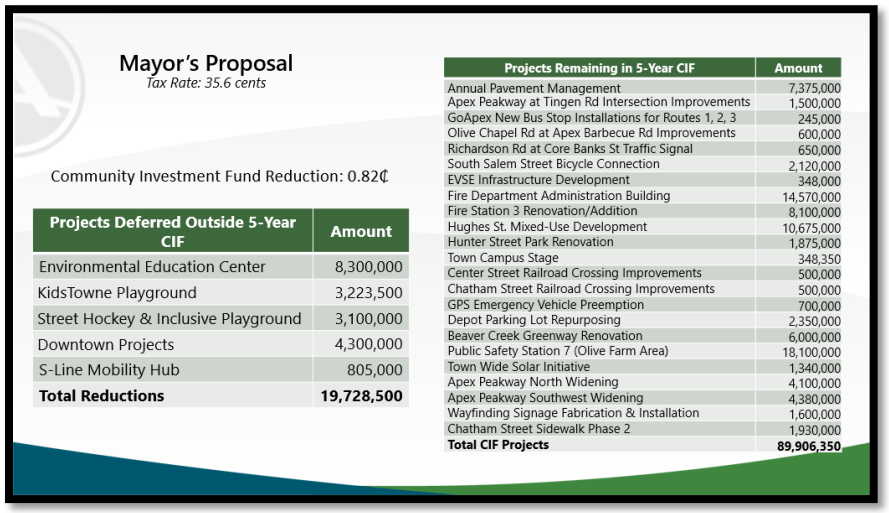

Mayor's Proposal
Tax Rate: 35.6 cents

Community Investment Fund Reduction: 0.82¢

Projects Deferred Outside 5-Year CIF	Amount
Environmental Education Center	8,300,000
KidsTowne Playground	3,223,500
Street Hockey & Inclusive Playground	3,100,000
Downtown Projects	4,300,000
S-Line Mobility Hub	805,000
Total Reductions	**19,728,500**

Projects Remaining in 5-Year CIF	Amount
Annual Pavement Management	7,375,000
Apex Peakway at Tingen Rd Intersection Improvements	1,500,000
GoApex New Bus Stop Installations for Routes 1, 2, 3	245,000
Olive Chapel Rd at Apex Barbecue Rd Improvements	600,000
Richardson Rd at Core Banks St Traffic Signal	650,000
South Salem Street Bicycle Connection	2,120,000
EVSE Infrastructure Development	348,000
Fire Department Administration Building	14,570,000
Fire Station 3 Renovation/Addition	8,100,000
Hughes St. Mixed-Use Development	10,675,000
Hunter Street Park Renovation	1,875,000
Town Campus Stage	348,350
Center Street Railroad Crossing Improvements	500,000
Chatham Street Railroad Crossing Improvements	500,000
GPS Emergency Vehicle Preemption	700,000
Depot Parking Lot Repurposing	2,350,000
Beaver Creek Greenway Renovation	6,000,000
Public Safety Station 7 (Olive Farm Area)	18,100,000
Town Wide Solar Initiative	1,340,000
Apex Peakway North Widening	4,100,000
Apex Peakway Southwest Widening	4,380,000
Wayfinding Signage Fabrication & Installation	1,600,000
Chatham Street Sidewalk Phase 2	1,930,000
Total CIF Projects	**89,906,350**

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ÀGood evening. I'm Rhett Fussell. I live at 5410 Th^ókä Drive in Raleigh. However, I'm coming tonight to represent the Raleigh Area Land Trust. We're the first community land trust created in Wake County, and you all are going to be very familiar with land trusts as you're in the process of creating your own. Our goal is to protect low- to moderate-income individuals so that they can remain in the communities that they're already a part of. My goal here is to provide gratitude to the Town Council as well as staff who saw the value in housing choices in Apex. I know this meeting is focused on the budget, and that includes the one cent for the affordable housing fund, and I think that's very impactful for the town. I thought it would be very beneficial for you all to actually hear from someone who was able to leverage that money to bring 12 affordable units to Apex in less than four months and to help the residents ér ^éare actually participating in that tax. I think it's good for individuals in the community to hear that. Earlier this year, the fund was used to provide the Raleigh Area Land Trust with $225,000 in permanent subsidy to assist in buying down the sales prices of these 12 homes. Without that grant, many of the buyers that we ended up putting in these homes would not

have qualified. These are individuals that live and work in this community and do great things for the community. Those funds were able to bring joy of first-time homeownership to 12 families of very diverse backgrounds, in total 27 and a half people and I say 27 and a half because one of them is pregnant, and she may have had the baby today because they closed on Monday, ^| i r alf of those families have children Øér k ~| kã ér ^éï käk áz^gki s| ér k r ~{ kÆ was on the Housing Board for some time in Apex, and one of the homeownership goals was focused around 120% of the Area Median Income Ø I will say that with this investment, we were able to bring all of the homeowners down to less than 80% of the Area Median Income ã~ ï e're talking about a very small investment to be able to get families into these homes. Four homes were between 70% and 80% AMI Ø three homes were between 60% and 70% AMI ^| i the biggest thing for me is that we had five homeowners below 60% AMI. That's a big jump from 120% AMI. I wanted to make sure you know that the impact is great here. Seventy-five percent of the residents in these homes were already from Apex Øã~ ^gain, it's doing the job of trying to keep people in their communities. I need to recognize the partnership with Pulte, who was also involved in bringing those prices down, and the Council, who made the decision to require that. N~Ø ith that, I just wanted to give you all props, thank the Town Council and staff, and urge you to keep that going. Thank you.Ã

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ÀGood evening, Mayor Gilbert and Council Members. My name is Jackie " óala. I'm the Director of Advocacy for Habitat for Humanity Greater Raleigh. We just changed our name, so you may remember us as Habitat for Humanity of Wake County. Thank you for the opportunity to share comments on the Fiscal Year 2027 budget. We have been building safe, affordable homes in this community for over 40 years. We r ^î k built 1,000 homes during that time for homeownership and preserved over 750 existing homes ^| i ï e really appreciate that this Council has demonstrated strong support for affordable housing over the years. The Town has also shown support for Habitat, including at one of our most recent developments in Apex at Cassin Lane by waiving fees for us. The thousands of dollars that would have gone toward building fees instead went to new homeowners. We're thrilled to see that Apex is continuing to prioritize affordable housing in the proposed Fiscal Year 2027 budget with a dedicated penny for housing. We know we're in a really difficult budget season. There sã federal funding cuts, ér käk sã inadequate state funding, and ér käk sã inflation, so there is no shortage of á ä~f zk{ ã. However, voters in Apex have consistently shown that affordable housing remains a priority, and the Town budget should reflect that. The need for affordable housing continues to grow. Over 72,000 households remain housing cost-burdened in Wake County, and in 2024 the median home value in Apex was $157,000 higher than the median home value in the Raleigh metropolitan area. It is a more expensive place to live than the average áz^gk in Wake County. With the Town's investments and the penny for housing, Apex families will be able to access greater stability and economic mobility. Many Habitat

homeowners were previously housing cost-burdened but have since been able to find greater stability through affordable housing. Many of you have come to know some of those homeowners. You might remember Courtney, who lives here in Apex. She has told us that with the stability of owning her home, r käife has really improved for her and her son. She always describes it as allowing them to live instead of just survive, ^| i ã~ ï e're really grateful that Courtney has been able to be in her home. Another homeowner, Kina, has been in her Habitat home for over 10 years and says that everything in her children's lives has been better since accessing affordable housingØã~ better healthcare, better education, better relationships, and better outcomes on all levels. We're excited to start our next development in Apex on Tingen Road in the next year. We hope to serve more Apex residents with affordable homeownership opportunities in partnership with the Town and with some of the resources the Town has available ^| i ï e urge you to keep up the momentum on affordable housing by approving the Manager's proposed budget. Thank you.Ã

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ÀHello, Fran Hudson. I'm actually not an Apex resident, but I have a lot of friends who are in Apex, so I'm here to speak for them because they're on fixed incomes. On June 7, 1776, Richard Henry Lee of Virginia said the words that would change the world: "Mkã~îki ér ^éér kó ^äk ^f ã~îki pä~{ ér k ^zkqs^| gk é~ ér k *äséšär +ä~ï | ^| i ér ^é^zzá~zésg^z g~| | kgés~| f kéï kk| ér k{ ^| i ér k Né^ék ~p5 äk^é*äsé^s| sã ^| i ~èqr éé~ f k é~é^zzó i sãã~îki Æ 6 sã á ä~á~ã^zï ^ã f ä^îkØ^| i <~r| "i ^{ ããkg~| i ki séØf èé+~| qäkãã i si | 'é^géÆPr kó î~éki é~ ï ^séf kg^èãk ér kó y| kï ér kó i si | ~ér ^îk ér k ^èér ~äséóÆPr kó r ^i é~ q~ f ^gy é~ ér k á k~á zk ^| i qkéér ksiá ká{ sãäs~| ÆPr sã sã ï r ^éér k P~ï | ~p" á kñ ãr ~èzi i ~ ï sér ér sã f èi qkéØkãá kgs^zzó f kg^èãk ér sã sã ér k á k~á zk'ã { ~| kóØ^| i ã~{ k ~pér k ér s| qã f ks| q ãá k| é~| ^äk ~èéãsi k ér k é~ï | ÆN~Øó~è'äk g~| i k{ | s| q á ä~á käéó ~èéãsi k ér k é~ï | ^| i ó~è'äk á ^ós| q ^éé~ä| kó pkkã p~ä ér ~ãk g^ãkã ~èéãsi k ér k é~ï | Ø^| i ér kãk ^äk ^éér k kñá k| ãk ~pér k á k~á zk s| "á kñÆPr käk'ã { ~äk ér ^ég^| f k gèépä~{ ér kãk f èi qkéãÆPr sã sã r ^á á k| s| q ^zz~îkäér k g~è| éäóÆlk~á zk ^äk é^ñki é~~ { ègr Ø^| i ér kó g^| 'é^pp~äi ér ksiä qä~gkäskãÆPr kó g^| 'é^pp~äi é~ zsî kÆN~Ø7g~{ { k| i ó~è p~ä^géè^zzó éäós| q é~ i ~ ^ ökä~√s| gäk^ãk f èi qkéØf èéér k á k~á zk | kki é~ r ^îk ^ ã^ós| ér sãÆ Pr käk ^äk ^ z~é~pér s| qã ér ^é^äk r si i k| s| ér k qk| kä^zpè| i ér ^éér k á k~á zk i ~| 'ékî k| y| ~ï ^f ~èéÆN~Ø7ér s| y ér käk | kki ã é~ f k { ~äk s| ékä^gés~| ï sér ér k á k~á zkÆPr kó | kki é~ r ^îk ^ ã^óÆPr ^| y ó~èÆÃ

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"Good evening, Mayor and Council. Mary Miskimon, 3177 Retama Run. My family bought our first home here in Apex. We moved here in the mid-1990s and paid $190,000 for a four-bedroom home on a quarter-acre lot. Eight years later, we used that

equity to build a fully custom home. Now, a young family like ours was at the time likely couldn't even afford that first house. For years after moving to Apex, I remember getting a notice from Mayor Keith Weatherly and the Council about how they were able to hold the line on taxes year after year. That Council took pride in containing and restraining their spending. That's part of the reason we moved here, and it is a big reason why Apex was first recognized nationally as the best place to live and do business in 2015. Long before some of you moved here and long before we had a splash pad, we won it because Apex was affordable. Now, native and nearly native Apexians like me are being forced to move away from the town they helped build into the Peak of Good Living. Yes, demand has pushed up prices on homes, but so have taxes. As I've said to this Council before, nothing is free, and it all adds up. The government's job is first and foremost to fund essential services like police, fire, and roads, that is first. Along with tax hikes, we've seen continued increases in utility bills and fees, with a reduction in services coming. That is a fee hike. Therefore, I respectfully ask the Council to please focus on essential services such as public safety and seek more private sponsorships for the fun and fancy expenditures. Just like Mayor Weatherly did, wouldn't it be nice to tell Apex residents we held the line on taxes this year? No tax hike. Thank you."

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"I have my sign tonight because I talk about The Lego Movie and "Everything Is Awesome," but everything is not awesome, can we stop the spending spree? The question is no longer about what is being built, but what is being lost in the process here. I really commend Mayor Jacques for the thinking to bring forth opportunities to keep things in line. I look at the budget, I looked at the scale of the projects, and it just seems like everywhere you look around, everything's under construction. It just never ends. Keep building, building, orange fencing, detours, utility work, ripped-up roads, I mean, everything's a mess around. Can we kind of take a pause on things and focus back on the essential services that need to be delivered? Having utility billing accuracy, having the quality of service. People don't want the container service. You've heard a lot of people come up here. Why make it complicated and put a million dollars into an arm that somebody else can outsource under a very reasonable contract that you can agree to? The question is kind of this restraint right, the point of restraint question. What investments are really necessary? Because if you build something, you're going to need to maintain it. So, there's always going to be an ongoing cost, and it's always going to be an uptick. Can you defer things? Can you slow them down? Can you scale back priorities for what the town really ultimately needs? The most important thing here I'm going to talk about is water so, we hear it a lot. The children's hospital is going to demand 1.7 million gallons a day of water, only 0.7 million gallons a day of sewer. That's significant. Why? Jordan Lake is where everything comes from. It's not an unlimited resource. Only a small portion of that water supply is unallocated statewide, and Apex is not the only

fast-growing town drawing from it. Cary is growing. Holly Springs is growing. Chatham County is growing. Pittsboro is growing. Everybody's pulling so the question is, when are we going to call it that we have limited resources? What it really comes down to is: What are you all going to say tonight on the record? Where is your stance going to be? Are you going to approve people carrying more burden, or are you going to think about really making some tough decisions, things that you may not think you should be doing, but you should? Thank you."

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Mayor Pro-Tempore Mahaffey thanked the Mayor for the opportunity and the information brought to the meeting. He said that any tax increase matters to homeowners, renters, and families managing rising costs, and it especially matters to Apex's seniors and families on a fixed income. He said even when the amount looks modest in a budget document like this, people do feel it in the real world and this vote isn't light. He gave full context of how the budget was reached and what is being considered. He said that in the past couple of years Apex has had a really strong record of responsible budgeting and small or no tax increases. He said that during the revaluation year, Apex adopted the lowest increase relative to revenue-neutral in the county. He said last year there was no tax increase. He said that the proposed 1.75 cent tax increase breaks the pattern for the specific reason of keeping up with needs of the fast-growing community, especially public safety. He said the proposal before Council wasn't the original recommendation and Council, staff, and community spent a lot of time reviewing reductions, alternatives and trade-offs for the last two months and came up with a 1.75 cent proposal that is significantly lower than where the budget started, about half. He said many reductions were examined during the budget process and rejected for good reasons and he understood that some residents would prefer no tax increases at all, but a 0% tax increase is not free. He said that it means cuts, delays, freezes, or risks somewhere else. He said that public safety expansion is important because Apex continues to grow so there is more demand on police, fire, and emergency response, and this budget makes limited targeted investments to keep up with those needs and preserves the core responsibility of local government: keeping residents safe, maintaining essential services and planning for infrastructure and growing community needs. He said that includes the community investment fund for things like parks, greenways, transportation connections, downtown infrastructure and playgrounds. He said these aren't luxuries, and are things that residents expect the Town to provide. He said that in the past couple of years Apex has a really strong record of responsible budgeting and small or no tax increases. He said delaying projects isn't free either, and that when a project timeline is pushed out, the costs on that project rise, bond planning is affected, and promises made become harder to keep, ultimately costing the town more money. He said the question is whether this budget funds the real needs of the town while keeping the impact on residents as low as it reasonably can. He said the responsible decision is to adopt the 1.75 cent budget and if this

budget funds the real needs of the town while keeping the impact on residents as low as it reasonably can, the responsible decision is to adopt the 1.75 cent budget.

Mayor Gilbert said that the 0 cent tax increase includes all public safety as well as a corporal and six more police officers.

Councilmember Zegerman said with the Community Investment Fund Apex has seen what happens if projects get deferred and delayed. He said in the Manager's budget it was proposed to upgrade Apex's vehicle fleet, and in the past these upgrades have been deferred to capital projects to keep tax increases in previous years modest. He said the town is not immune to inflationary pressure. He said that the Council is only temporary stewards of Apex and there is a long-term commitment to ensure the viability, vibrancy, and vitality of this town and this can't be done if investments are continually deferred for infrastructure that residents keep asking for like parks and recreation facilities. He said it can be deferred another year or maybe two years but the price gets higher than if these projects are done gradually over a period. He said at some point this or future Councils would need to increase taxes more aggressively to pay the bill that would then be overdue. He said that the 1.75 cent increase is achieving what is needed to achieve but nobody is excited about increasing taxes. He said that in his opinion as a Council member this budget reflects Apex's priorities and will be supporting this budget with the 1.75 cent increase.

Mayor Gilbert asked staff to put up the slide with the Community Investment fund on his proposal.

Councilmember Mu said the question is not whether the zero cent could work on paper but if it is truly sustainable. She asked if it protects public safety with staffing, response capacity, inspections, investigations, and overtime levels, does it preserve the ability to maintain and replace fleet before the cost becomes much higher, does it prevent a backlog of infrastructure repairs, and does it prevent a bigger tax increase or deeper cuts in the years ahead? She said deferring capital expenses may help today, but they can create much bigger challenges in the long run. She said delaying investments may make the tax rate look lower today but in the long run it can become much more expensive and may have to push higher costs onto the residents later and reduce the quality of service that the community relies on. She said planning necessary infrastructure improvements is very important and needs to be done early and strategically. She said if Apex invests smartly, it will be better positioned to attract more commercial and light industrial businesses. She said currently residents carry 83% of the tax burden, and attracting more commercial tax base to reduce the residents tax burden to around 70% over time can make a meaningful and lasting tax relief for residents. She said residents deserve tax relief when possible, but they also deserve a safe, well-managed, financially strong Apex with a stronger commercial tax base. She said the right path will be financially responsible, fiscally responsible, and sustainable in the future, and she will support the 1.75 cent tax increase.

Councilmember Reese thanked all the staff and colleagues for their input, hard work, and thoughtfulness in preparing the budget that is before them. He said that last year he was in support as a resident of a no tax increase but the financial landscape has changed significantly over the last 12 months and the same approach this year is not a viable option.

He said that according to the Federal Reserve Bank of Minneapolis, what the dollar was worth in 2019 is equivalent to about $1.29 today and local government isn't immune to inflationary forces. He said this annual budget proposal includes a 1.75 cent increase at a time when gas and diesel costs are about 30% more than a year ago and those have a direct impact on police cruisers, fire engines, and bucket trucks. He said a significant increase in the budget would allow robust enhancements to town assets and facilities but that's not a reasonable ask of Apex's residents, but on the other hand a non-increasing budget may leave Apex flatfooted one year from now, and Apex should take the long view over short-term gain. He said that it is Council's obligation to consider the position of future Council that they may find themselves in and is an obligation that is owed to the community to consider the position Apex could be in 12 months from now and not defer. He said that the modified Manager's budget is prioritizing fiscal responsibility and delivering results, and has his support.

Councilmember Gray said the budget that will be approved will leave nobody happy. He said that although it would be great to say there will be a 0% tax increase, he is going to be candid. He said in December 2025 the budget process began with a great list of things that should absolutely be done, but there couldn't really be a list without a solid dollar figure to balance the lists out. He said every year after that first meeting, the next step is to figure out what cannot be done. He said in February is when there is a first proposal of where things are going with the budget. He said that it is great for citizens such as Elizabeth Stitt to come to the meetings and encourage citizens to come and talk about the budget. He said that the presentations that are received from staff are shaped by the comments and public hearings from citizens. He said there are people in Town who are financially burdened, and they need to be thought about in this process as well. Some people rely on the GoApex bus system transportation, but others think it shouldn't be funded. He said that there are many services that Apex offers that allow people to have the freedom to do things. He said there was six public hearings on this budget and March 24th the Town Manger brought the first discussion about the budget which was 3.75 cent tax increase and in April was the first of several finance committee meetings where things such as the affordable housing fund, the cost and impact on Apex's employees on the overall operations budget, and what was needed for staff to perform the work around town. He said there was another meeting in April discussing what money would be received from the state, local and federal government and on April 6th was when budget was talked about again and in May, Council asked the Budget Director and Town Manger to cut more and to provide three options, and one of the three options was a zero cent option. He said this was done for the purpose of making sure that there wasn't anything left out. He said it took staff 3 weeks to get to the 0-cent option without impacting public safety because the public safety needs have to be met. He said that what came up was how to continue to build in the infrastructure that is absolutely needed at the cheapest affordable rate because projects that are delayed cost the town more. He said that the Tunstall House was a prior Council's promise and so this current Council must uphold that obligation. He said that the only concern with the Mayor's proposal is how much it would be putting costs off for the future. He said the budget can be made easier by putting off these projects, but it may cost Apex more in the future. He said that the 1.75 cent increase

isn't taken lightly but it tries to minimize and mitigate the pain point in the future. He said just getting to that point was very difficult for staff, because Council continually asked them to cut money they felt would help improve the services they provided. He is in support of the 1.75 cent increase.

Mayor Gilbert said he appreciated all the good feedback and the goal was to present another option. He said that there are people here that don't support things that he prioritizes and want to do and that's not the point, the point is to represent many members of this community who come to speak to him personally, to speak out and what was pointed out about infrastructure is in his proposal. He said that he wanted to go on record as saying he tried as Mayor to get a 0-cent tax increase.

Mayor Pro-Tempore Mahaffey said that at the previous Work Session staff were asked to evaluate alternatives to the 0.18 cent reduction in the CIF and staff brought this back and he asked his colleagues what they would prefer referring to Slide No. 10.

Councilmember Zegerman said that he sees the value of increasing the CIF by a full penny because it opens a lot more project budget for the future. He supported the additional reductions identified to achieve that and redirecting the extra penny to the CIF for a particular project that will be reevaluated for future capital or project timelines.

Councilmember Gray asked if the Peakway widening project would start any time soon.

Councilmember Zegerman said it would be pulled into a 5-year time frame and wasn't sure if this section of the Peakway is up for redevelopment or needs to be redeveloped in the five-year time frame, but it would create more room for maybe another project in terms of priorities.

Councilmember Gray said this would be widening the road to a narrowing point that hopefully somebody will eventually try to build without Apex funds and this isn't a project that's going to be happening within that 5-year window.

Councilmember Reese agreed.

Councilmember Mu agreed.

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TOWN OF APEX
TOWN COUNCIL WORK SESSION
TUESDAY, JUNE 16, 2026
3:30 P.M.

The Apex Town Council met for a work session on Tuesday, June 16, 2026 at 3:30 p.m. at the Apex Town Hall located at 73 Hunter Street in Apex North Carolina.

This meeting was open to the public. Members of the public were able to attend this meeting in-person or watch online via the livestream on the Town's YouTube Channel: https://www.youtube.com/watch?v=_fYlGZjzMeE

[ATTENDANCE]

Elected Body

Mayor Jacques K. Gilbert (presiding)
Mayor Pro-Tempore Terry Mahaffey
Councilmember Ed Gray
Councilmember Arno Zegerman
Councilmember Shane Reese
Councilmember Sue Mu

Town Staff

Town Manager Randy Vosburg
Deputy Town Manager Shawn Purvis
Assistant Town Manager Demetria John
Assistant Town Manager Marty Stone
Town Attorney Laurie Hohe
Town Clerk Allen Coleman

All other staff members will be identified appropriately below.

[CALL TO ORDER I PLEDGE OF ALLEGIANCE]

Mayor Gilbert called the meeting to order at 3:30 p.m., welcomed everyone in attendance, and led the Pledge of Allegiance.

[CSX RAIL RELOCATION STUDY – DOWNTOWN RAIL SWITCHING OPERATIONS]

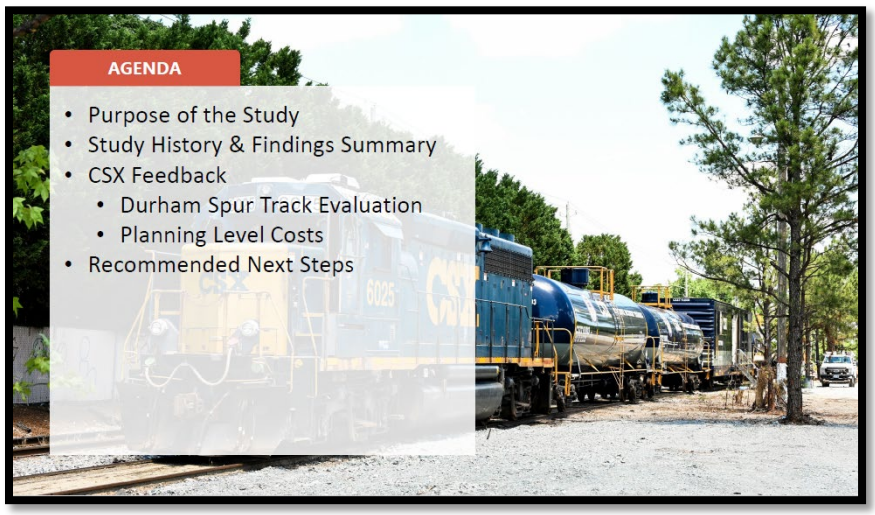
Long-Range Planning Manager, Shannon Cox introduced Steve Karnis, P.E., Senior Transit and Rail Engineer and Senior Vice-President with WSP and Daniel Spruill with Capital Area Metropolitan Planning Organization (CAMPO). She stated that the study represents an important first step in evaluating the potential relocation of CSX rail operations from

downtown. She noted that the effort has established coordination with CSX Transportation, improved the Town's understanding of project requirements, and identified key next steps should the project move forward. She thanked them for their partnership on the project and stated that Mr. Karnis would present the findings and recommendations of the CSX rail wedging and switching operations study.

[SLIDE NO. 1]



[SLIDE NO. 2]



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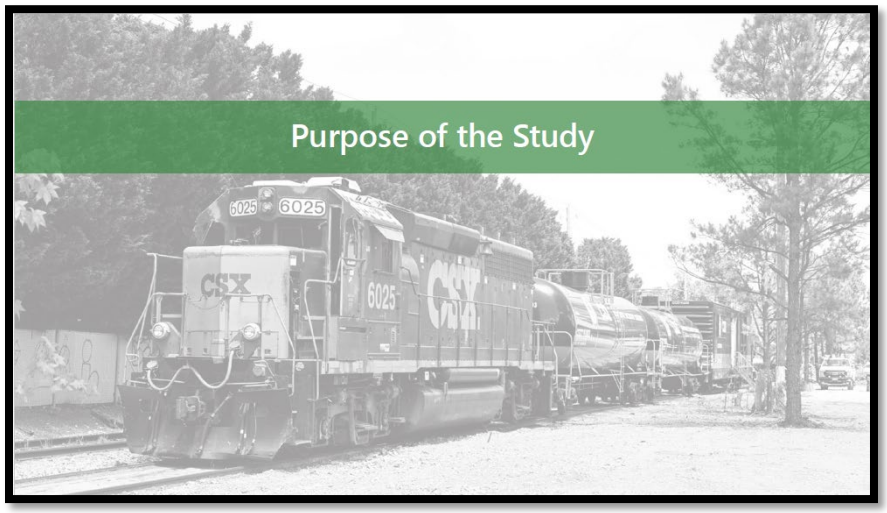

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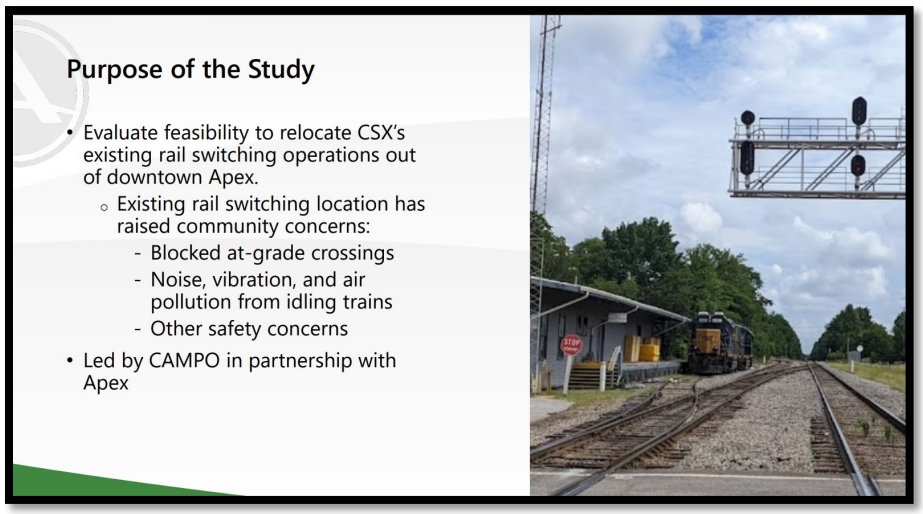

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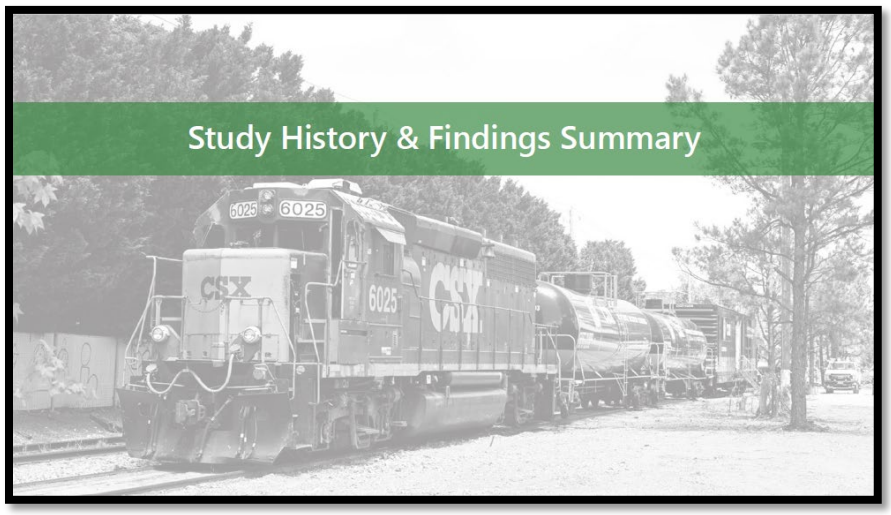

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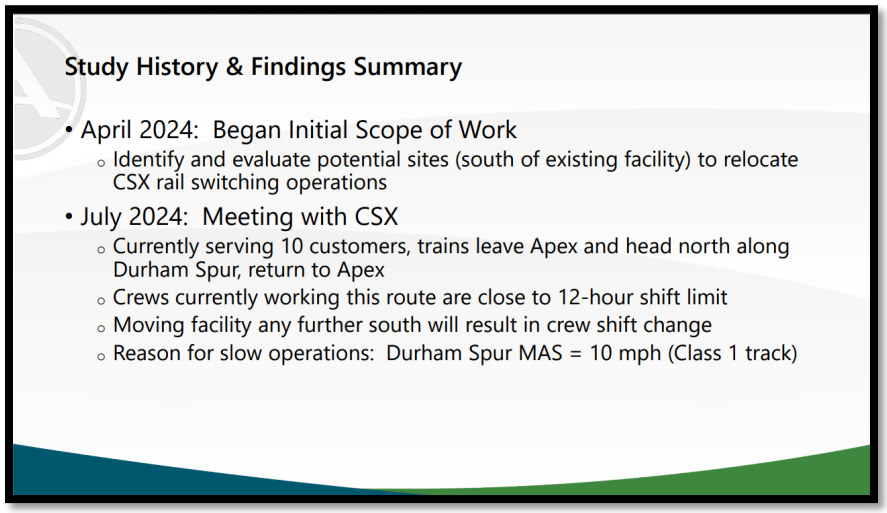

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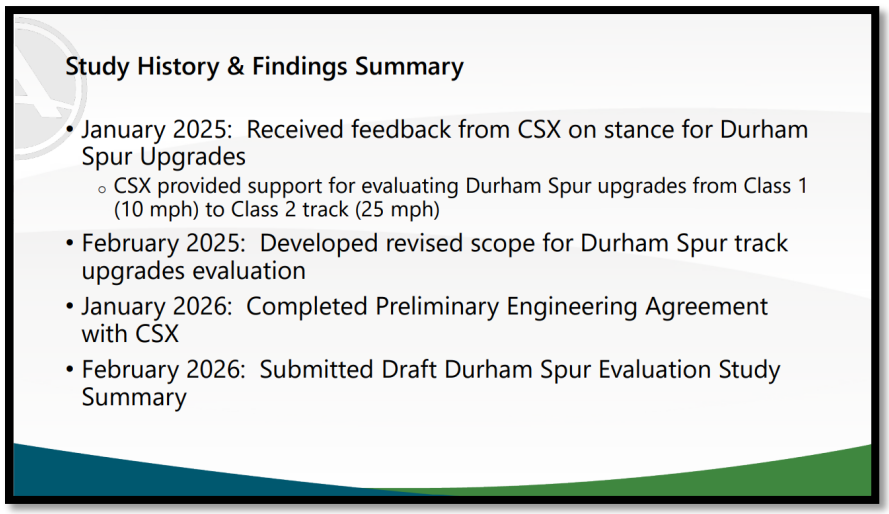
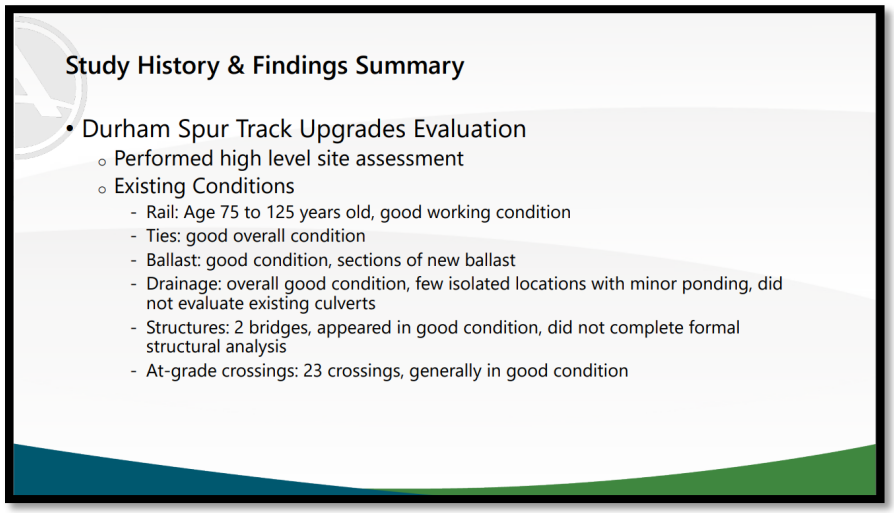


Councilmember Zegerman asked whether the study had evaluated if operating as a Class II railroad would allow switching operations to be relocated from downtown and whether track upgrades alone would provide sufficient capacity for additional train traffic, given the anticipated timeline of the project.

Mr. Karnis said that the Durham Spur Evaluation Study would be an important component in determining the project's feasibility. He explained that additional analysis of railroad operations, including the northern and southern segments, the S-Line, and the connection into Durham, would be necessary to evaluate the overall rail network and determine whether relocation of operations would be feasible.

[SLIDE NO. 8]



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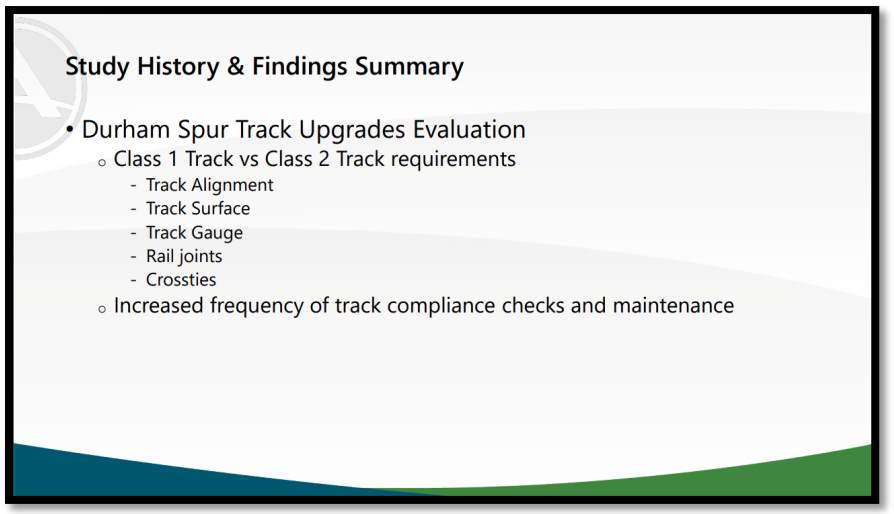

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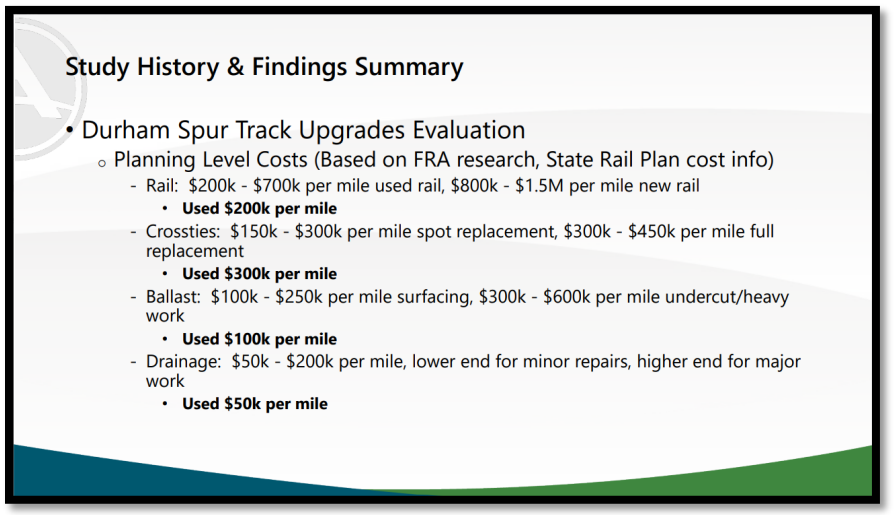


[SLIDE NO. 11]

Durham Spur Track Upgrade Planning Level Capital Costs

Upgrade Item	Unit Cost ($ per mile)	Corridor Length (miles)	Item Cost ($)
Rail – alignment and gauge adjustments, rail joint repair, rail defect removal, possible rail replacement	$200,000	18.55	$3,710,000
Ties – tie replacement, tie spacing adjustment, tie plate and spike replacements	$300,000	18.55	$5,565,000
Ballast – replacement, tamping, lining, surfacing	$100,000	18.55	$1,855,000
Drainage – ditch cleaning, culvert repair, railroad shoulder restoration	$50,000	18.55	$927,500
		Subtotal	$12,057,500
	Contingency	50% of subtotal	$6,028,750
		Total Cost	$18,086,250
		Say	**$18,100,000**

[SLIDE NO. 12]

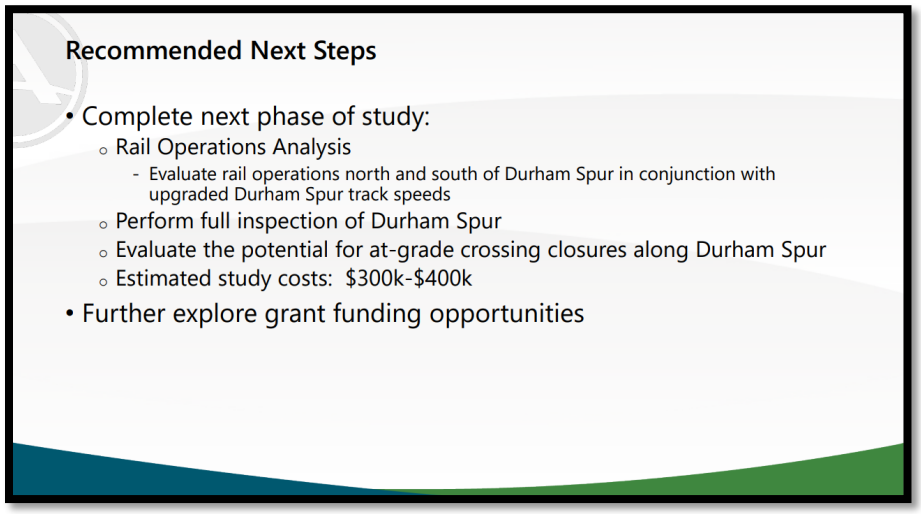
Study History & Findings Summary

- Grant Funding Opportunities
  - Infrastructure for Rebuilding America (INFRA)
  - Consolidated Rail Infrastructure and Safety Improvements (CRISI) Program
  - Better Utilizing Investments to Leverage Development (BUILD)
    - Formally known as Rebuilding American Infrastructure with Sustainability and Equity (RAISE)
  - Railroad Crossing Elimination (RCE) Program

[SLIDE NO. 13]



[SLIDE NO. 14]



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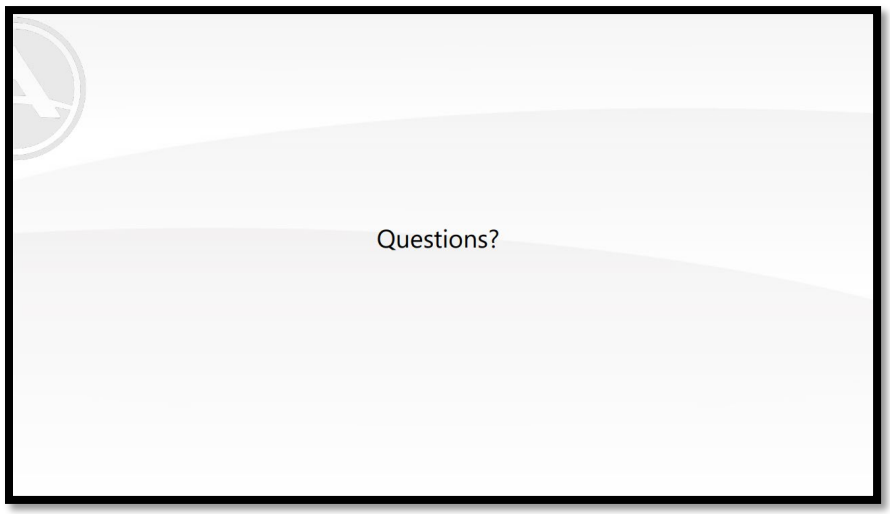

Councilmember Mu asked if this section being considered is specifically for the commute from Apex to Durham.

Mr. Karnis said this section is a freight railroad only and no passenger trains will be on this track.

Councilmember Mu asked whether the rail line could be decommissioned in favor of a different, potentially less costly transportation alternative, noting the estimated cost of approximately $80 million and questioning whether more efficient freight solutions exist in a modern context.

Mr. Kanis said that rail operations are governed by CSX Transportation and that such changes would require further coordination and decision-making.

Mayor Pro-Tempore Mahaffey asked whether relocating the southern export site north of the CSX line formed the basis of the proposal or whether development constraints would make that option infeasible.

Mr. Kanis said that, from an operational standpoint, the track alignment must remain south and that there appeared to be limited opportunity to alter the corridor configuration. He added that this would ultimately require further discussion with CSX, but current indications suggest relocation south of the operating area is the only viable option from an operations perspective.

Ms. Cox stated that CSX had indicated that relocation rail operations north is not an option for their operations.

Councilmember Zegerman asked whether, given the limited use of the rail spur, it is realistic to assume that federal or other funding sources could be secured for the project.

Mr. Kanis said that grade crossings would likely be a significant factor in making the project competitive for funding, noting that eliminating crossings and improving safety could strengthen the case for funding eligibility and community benefit.

Councilmember Zegerman stated that such improvements could also increase overall project costs.

Mr. Kanis said that costs could potentially increase but explained that opportunities may exist to consolidate or eliminate crossings and use the existing roadway network more efficiently, including closing certain crossings in favor of grade separations, in order to balance safety improvements with cost containment.

Councilmember Zegerman asked whether the crossings being evaluated were roadway crossings or private driveway crossings.

Mr. Karnis said that while a few private driveway crossings exist, the majority of crossings between Apex and Durham are public roadway crossings.

Assistant Town Manager Stone said that most of the private crossings aren't Apex's.

Mr. Karnis said that is correct.

Councilmember Mu asked whether it had been considered to discontinue use of the existing rail segment in favor of a more efficient freight transportation method and whether CSX would contribute financially if the project moved forward.

Mr. Karnis said that there had been no discussions with CSX regarding funding contributions.

Director Dianne Khin said that rail freight is central to CSX's business model and that shifting freight to truck transportation would not be economically or operationally aligned with their interests.

Councilmember Zegerman that freight conversion would significantly increase roadway impacts, estimating that multiple truckloads would be required to replace a single rail car, resulting in substantially higher traffic volumes.

Ms. Cox said the importance of identifying benefits to CSX, noting that the railroad has no obligation to implement changes without incentives or clear advantages.

Councilmember Mu stated that the estimated project cost of approximately $80 million represents a significant burden on Apex taxpayers.

Ms. Cox said that federal grant opportunities and coordination with partners such as CAMPO, along with potential state and regional funding sources, could help support the

project given its scale and complexity.

Councilmember Gray asked about land acquisition for this project.

Mr. Karnis said that the current analysis assumes improvements would occur within existing rights-of-way, though additional property acquisition would likely be required for any new facility site. He clarified that broader land acquisition considerations were not included in the scope of the current presentation.

Councilmember Gray said that potential expansion of the rail spur would likely require additional space beyond the existing alignment.

Mr. Karnis said this was strictly looking at the Durham Spur initial scope but there would be property acquisition for the new site for the new facility.

Councilmember Gray said this isn't incorporated with this presentation.

Mr. Karnis said that it is not a part of this presentation.

Councilmember Reese asked whether comparable examples existed in other municipalities that Apex could study for guidance on similar rail relocation efforts.

Mr. Karnis said that there may be other municipalities with similar situations.

Councilmember Reese suggested that this should be checked into.

Ms. Cox stated that CSX has shared examples from other municipalities, including studies in cities such as Greensboro, though she noted these were not directly comparable but could provide relevant context for funding and project structuring in future phases of analysis.

Councilmember Reese asked whether CSX had any incentive to modify its operations and whether Apex was primarily driving the proposed changes.

Ms. Cox agreed that Apex is the initiating party in the effort, but noted that CSX may have potential incentives such as grade separation improvements and crossing reductions that could benefit their operations.

Councilmember Reese asked about bridge conditions within the project area and whether they were classified similarly to transportation infrastructure ratings such as structurally deficient or functionally obsolete.

Mr. Karnis said that one of the bridges is relatively new and the other is not significantly aged, and he did not anticipate major structural concerns based on current information.

Councilmember Reese asked whether CSX preferred new rail materials over used rail.

Mr. Karnis said that CSX typically prefers new rail due to Federal Railroad Administration (FRA) standards and compliance requirements, noting that while used rail may be acceptable in some cases, CSX emphasized not relying on minimum compliance conditions.

Councilmember Reese asked whether the estimated cost of approximately $200,000 per mile for rail upgrades was reasonable given material considerations.

Mr. Karnis stated he was comfortable with that estimate, noting that existing corridor conditions suggest limited replacement needs, with contingencies included for potential rail replacement if required. He added that broader capital costs related to operations north and

south of the corridor were not included in the current analysis and would likely be minimal within the scope of this study.

Assistant Town Manager Stone asked whether crossing signal costs would need to be included in the project scope, noting that increased train speeds would likely require additional signalization and safety improvements at crossings.

Mr. Karnis said that crossings would require updated signals and associated safety equipment, including flashers and gates, particularly at locations where operational changes occur. He noted that while most upgrades would be relatively minor on a per-crossing basis, they would still require investment to ensure appropriate safety protections.

Mayor Pro-Tempore Mahaffey asked whether the proposed arrangement would involve the railroad retaining ownership of the existing track while the Town assumes maintenance responsibilities, and whether the Town would also be expected to fund and construct a new facility as part of a broader relocation agreement.

Mr. Karnis stated that earlier discussions with CSX indicated they were not willing to provide direct monetary funding, though maintenance responsibilities had been discussed without final resolution. He noted that there was some indication that the project owner may assume certain maintenance responsibilities, while CSX may retain others, but that current conversations revealed inconsistencies requiring further negotiation and clarification.

Mayor Pro-Tempore Mahaffey asked whether the proposed arrangement would leave the railroad owning the existing track while the Town maintains it, with a separate negotiation to relocate operations, including whether the Town would be expected to fund a new facility and purchase the existing one as part of the agreement.

Ms. Cox said that if relocation proceeds, the Town would be responsible for purchasing and constructing a new facility, and that property acquisition would require separate negotiation. She noted that CSX has not indicated willingness to sell its existing property.

Town Manager Vosburg stated that while there have been general discussions with CSX outside of the study, including potential redevelopment concepts such as parking structures, CSX has expressed interest in retaining ownership and controlling future use through leasing or operational arrangements.

Mayor Pro-Tempore Mahaffey said the issue is CSX needs the property now.

Town Manager Randy Vosburg said yes and the parking garage could be a separate negotiation from this because there is room for it there.

Mayor Pro-Tempore Mahaffey asked if the station left would they still potentially build a parking garage.

Town Manager Vosburg said yes and that is what the discussion was about.

Ms. Cox added that Apex would be required to continue funding CSX participation in future study phases to support ongoing technical review and coordination.

Councilmember Zegerman asked about the nearest switching station located to the south of the project area.

Ms. Cox stated she did not know the answer to the question of the distance to the next switching station to the south of Apex.

Councilmember Zegerman asked that before launching the next study phase to see if a simple upgrade of 25 miles an hour is going to be able to accommodate another 35-mile round trip. He said it feels premature to spend hundreds of dollars for the next phase of the study if it's not guaranteed that this change will solve the problem.

Ms. Cox said the expectation is not that the existing switching station would be used or the operations would move that far, it would be closer to the existing station.

Councilmember Mu asked how confident they were in applying for the grant would cover all or most of the cost.

Ms. Cox said the $18 million grant could not be applied for without the study that is being recommended.

Councilmember Mu asked what the reason for this project was, and if it was complaints from residents.

Councilmember Zegerman said it is complaints from residents and it is a nuisance and they block traffic which impairs the fire department from getting through sometimes and there are security concerns and moving them out of town would be beneficial but it still seems like there is missing pieces in the analysis to be comfortable to spend another $300,000 on the next phase. He said the possible solution of moving this station to the south is also considering building a new switch station which would be more than the $18 million and given the limited use it just didn't seem like a competitive project. He the concern is where to take it next.

Mayor Pro-Tempore Mahaffey said it was mentioned that there were 10 customers and asked if this was the total usage. He asked if this was the total usage or were there other connections that added customers.

Mr. Karnis said that there were customers in Durham and continue south on the S-Line.

Mayor Pro-Tempore Mahaffey asked if it was a piece of 10 customers.

Mr. Karnis said that was correct. He said that it sounded like there are opportunities to expand and have additional customers, which is why CSX was open to the idea of upgrading the track.

Ms. Cox said that this project was included and identified as one of the needs in the Strategic Rail Investment Study that was done for Wake Transit to guide what future investments may be needed to increase opportunities for passenger rail so there could be benefits to future passenger rail on the corridor if some of the switching operations removed outside of it, but there isn't enough information on this at this time.

Councilmember Zegerman said he thought that this route was a dead end or a connector track.

Mr. Karnis said this track connects to tracks in Durham.

Councilmember Reese asked about the additional customers that are currently using this as an incentive to possibly contribute to the expansion of the rail system.

Ms. Cox said she wasn't sure about how to get into that conversation.

Councilmember Reese suggested discussing this with the additional customers to see the interest in contributing.

Mayor Pro-Tempore Mahaffey asked what legal authority would support the Town investing approximately $20 million to upgrade private infrastructure, referencing prior downtown construction projects completed by Apex. He noted the Town's generally cautious approach to public investment and expressed concern that the discussion appeared to be more flexible than typical public funding decisions. He further stated that, as a private company with private infrastructure, CSX T appeared to be positioned in a way that would require the Town to fund improvements with limited certainty regarding outcomes or commitments to proceed.

Councilmember Gray stated that, in a best-case scenario, CSX could potentially contribute funding that would allow for rail improvements and increased operational speed. However, he characterized the current framing as placing responsibility on the Town to either fund the upgrades or maintain the status quo, with CSX continuing existing rail operations if funding is not provided.

Assistant Town Manager Stone stated that the CSX Rail Relocation Study involves more than relocating switching operations and would require construction of a new CSX facility, including associated employee amenities such as bathrooms and support spaces, based on information provided directly by CSX.

Councilmember Zegerman said that CSX operations are governed by union requirements, including facility standards such as locker rooms and showers, and emphasized that any relocation would require replication of existing operational facilities. He stated that there is currently insufficient information to define a viable implementation path and expressed concern regarding the feasibility, funding competitiveness, and prioritization of the project relative to other regional initiatives. He further noted that CSX is not obligated to relocate and raised concerns regarding continued investment without guaranteed outcomes.

Councilmember Gray stated that even if grant funding were secured and property acquired, CSX would not be obligated to cease operations or relocate. He expressed concern regarding continued study expenditures without assurance of project advancement or relocation outcomes.

Councilmember Mu asked whether CSX could be asked to fund or reimburse the cost of the study if grant funding is ultimately secured, with the Town reimbursing CSX if successful and absorbing costs if not.

Councilmember Gray asked whether the Town is currently funding CSX participation in the study process.

Ms. Cox confirmed that the Town is funding study participation and that CSX does not have a financial incentive to contribute.

Councilmember Zegerman noted the lack of direct incentive for CSX participation.

Ms. Cox explained that additional study work would be required to define a potential agreement structure and that the project remains complex and costly if the Town chooses to proceed.

Councilmember Gray expressed appreciation for the analysis provided, noting that it clarified CSX's constraints and the limitations of potential outcomes, including the possibility that CSX may not relocate even after extensive planning.

Mayor Pro-Tempore Mahaffey stated that such considerations would be addressed as part of any final agreement prior to initiating major project commitments.

Councilmember Gray noted assumptions regarding land acquisition timing and cost implications if pursued in the southern area of the project.

Councilmember Mu asked what potential acquisition costs are.

Councilmember Gray said that costs would vary depending on property ownership and market conditions.

Councilmember Zegerman stated that while the analysis provided useful clarity, the feasibility of the project remains uncertain given CSX's lack of obligation to participate and the significant cost of additional study phases. He stated that continued investment at the current stage may not be warranted and recommended pausing the project.

Councilmember Reese asked about total estimated funding requirements and whether inflationary impacts had been fully considered.

Ms. Cox stated that federal and regional grant programs could potentially fund a significant portion of project costs once a strong justification is established, particularly related to safety and regional benefit.

Councilmember Mu confirmed that additional study work would be required prior to grant applications.

Ms. Cox confirmed that direction from Council would determine whether to proceed with Town-funded study work or pursue alternative funding sources.

Councilmember Reese asked about timing considerations for pausing the project.

Mr. Karnis stated that a pause of approximately one year would be manageable, but a longer pause could impact project conditions and require reassessment, noting a limited window for resuming without significant changes.

Councilmember Reese asked how a 5-year pause would impact the project.

Mr. Karnis said that the condition of the track would be 5-years older and not knowing what would be associated with the project then, there may be a one-to-two-year window to pick up from here and move forward.

Ms. Cox stated she would coordinate with regional partners, including CAMPO, to explore funding opportunities.

Councilmember Reese expressed support for pursuing regional funding assistance.

Mayor Pro-Tempore Mahaffey asked about abandonment of similar rail spurs and whether CSX typically discontinues use of underperforming lines.

Mr. Karnis said that while rail abandonment does occur, CSX typically retains ownership of such properties and abandonment was not considered a likely outcome in this case.

Mayor Pro-Tempore Mahaffey stated that continued investment at the current level may not be the best use of funds and requested guidance on grant uncertainty.

Ms. Cox stated that additional coordination with state and federal partners could help identify funding opportunities and improve the likelihood of grant success.

Councilmember Zegerman supported pursuing regional and grant assistance given the broader regional benefit of the project.

Town Manager Randy Vosburg requested Council guidance on potential local funding match levels for grant applications.

Councilmember Reese asked what the timeline would be for obtaining grants before the effort would be stopped.

Town Manager Randy Vosburg said from a legislative avenue and aspect opportunities there have been federal asks and they come up every year.

Ms. Cox stated that regional funding cycles typically require applications by October for the following fiscal year.

Councilmember Zegerman said that would be a good idea.

Councilmember Mu said she was supportive of putting together a plan to request funding from either a state of federal entity.

Councilmember Gray said he is opposed to putting any funds into this but would defer to his colleagues. He said it still is the still the same problem, which is to do all of this, it must stay there.

Town Clerk Allen Coleman said a motion and formal action would be helpful given their seemed to be a lot of varying opinions on whether to pursue funding opportunities for this project or not.

Town Manager Randy Vosburg said full funding through a grant is unlikely, but partial funding opportunities may be available.

Councilmember Reese asked if they should cross off the possibility of full funding for a study that could prove useful for safety and other benefits.

Town Manager Randy Vosburg said an exact number isn't needed for amount that Apex would be willing to fund the study but the way federal grants work is that there would be a dollar amount that Apex would be willing to fund toward the $300,000 amount for the study and that would be presented when applying for the grant.

Ms. Cox said that 20% of the amount is normally the minimum.

Councilmember Zegerman suggested a potential 20 percent local match, up to approximately $100,000, as a reasonable planning assumption for grant purposes.

Town Clerk Allen Coleman said if there is going to be a match then it needs to be clarified in the motion.

Councilmember Zegerman asked if there was a budget for this request.

Mayor Pro-Tempore Mahaffey stated that, based on current information, the appropriate action would be to pause the CSX Rail Relocation Study, with the understanding that the item could be revisited if circumstances change or a viable funding or project structure emerges in the future. He noted that the project could be reactivated if new opportunities arise, including a defined agreement or partnership framework, or if broader rail initiatives evolve into a larger regional effort. He further stated that any future consideration of the study should include evaluation of potential grant funding participation, including the possibility of partial external funding support.

Councilmember Reese asked if the vote would be with the consideration to consider grant funding.

Mayor Pro-Tempore Mahaffey said that the intent would be to continue to look for funding opportunities.

A **motion** made by **Mayor Pro-Tempore Mahaffey** and seconded by **Councilmember Zegerman** to pause further work on the CSX Rail Relocation Study – Downtown Rail Switching Operations, with the understanding that the project may be reconsidered in the future should circumstances warrant, including the availability of viable funding opportunities, establishment of a defined project structure, or advancement of a broader regional rail initiative.

The motion further directed staff to continue identifying and pursuing potential grant funding opportunities related to the study and authorized consideration of a local funding match, if required as part of a grant application, of up to approximately 20 percent of the study cost, not to exceed $100,000.

VOTE: UNANIMOUS (5-0)

[PARADE LOGISTICS UPDATE] – *Continued Discussion from May 19, 2026*

Town Manager, Randy Vosburg, provided an update on Christmas parade planning, noting that staff had held several meetings with the Rotary Club and the project contractor. He reported that four options are currently under consideration, including a traditional parade, a modified traditional parade, a stationary parade concept, and alternate route options, with Rotary expressing a preference for either the traditional or modified traditional format. He stated that a final decision will likely be needed by the end of November and emphasized that additional time may be beneficial to allow progress on the downtown construction project.

He explained that the feasibility of a traditional parade depends on whether both lanes of the downtown roadway can be opened, noting that reduced lane widths of approximately 8 to 10 feet would present safety and operational challenges, particularly for larger parade vehicles. He further noted that approximately nine oversized floats or vehicles may not be able to participate if the modified configuration is required.

He described the modified traditional option, which would follow the normal parade route into downtown with a diversion point at Saunders Street, allowing for continued pedestrian activity downtown while accommodating construction impacts. He noted this option would require coordination with the contractor and could result in reduced availability of portions of the Saunders parking lot. He added that staff continues to prefer a traditional parade if conditions allow, with the modified option serving as a contingency depending on construction progress.

He also highlighted outstanding considerations related to insurance coverage and liability, noting that Rotary typically serves as the event holder and carries a multi-million-dollar insurance policy; however, questions remain regarding coverage applicability during an active construction period when the area has not yet been fully turned back over to the Town. He concluded by noting that staff would return to Council in August with an updated status report and any additional information needed for a final decision.

Councilmember Gray asked whether the proposed plan assumes that one side of the downtown project would be completed and open in time for the parade, with construction temporarily paused and then resumed afterward, and whether there would be a cost associated with pausing construction for the event.

Town Manager Randy Vosburg stated that the proposed pause would be approximately two days.

Councilmember Gray asked whether the project would become more costly with a longer pause, noting that recent cost increases have included change order fees.

Town Manager Randy Vosburg stated that the contractor is working with the Town on scheduling considerations; however, a 30-day pause would result in additional costs.

Director Chris Johnson added that costs would depend on the project's construction phase and could include additional expenses for temporary measures required to safely accommodate the parade, beyond the cost associated with pausing construction activities.

Board of Adjustment, Chair, Robert Carmack said that insurance discussions are progressing positively, with the remaining focus on ensuring the appropriate insurance policy language and coverage are in place.

Town Manager Randy Vosburg stated that, in summary, he feels positive about the direction of the discussions. He recommended providing an update at the August Work Session for a status check on insurance and noted that if Council has additional feedback, staff should be informed as soon as possible. He also thanked Police, Fire, Transportation staff, and Chair Carmack for their work on the matter.

Chair Carmack noted that, given the reliance on the modification, parade participants may want to consider using smaller vehicles or floats rather than the widest or largest options.

Mayor Pro-Tempore Mahaffey asked whether relocating the parade a few weeks later had been considered to allow additional time for construction.

Chair Carmack responded that this option had not been discussed, noting that each community establishes its parade dates in advance. He added that marching bands, for example, participate in multiple parades scheduled throughout the season, and that the November date does not conflict with nearby communities' events. He stated that parade dates are strategically scheduled throughout the year.

Mayor Pro-Tempore Mahaffey asked whether it was anticipated that the contractor would have a clearer understanding by August of construction progress expected by November, and how long it would take to implement any necessary adjustments.

Town Manager Randy Vosburg stated that, given the minor adjustment involving Saunders Street, the change does not appear to present significant logistical challenges and would likely require only a couple of weeks' notice.

Director Chris Johnson added that most of the parade route would remain unchanged. He noted that any participants needing to break from the main route would be directed down Saunders Street, while the remainder of the parade would continue along Salem Street.

Mayor Pro-Tempore Mahaffey stated that, as currently proposed, the adjustment does not appear to be a major change and that Council would be comfortable making a decision regarding any modification in early November if needed.

Councilmember Zegerman exited the meeting at 4:59 p.m.

Mayor Gilbert asked for clarification regarding the condition of the opposite side of the street.

Town Manager Randy Vosburg said that, following the parade, there would be a significant sidewalk area available for pedestrian movement, and that there may be some spectator activity on the completed side of the project.

Councilmember Reese asked, if a modification to the parade were required, how many vehicles would need to be routed down Saunders Street.

Town Manager Randy Vosburg stated that approximately nine vehicles would be affected, though that number could change depending on roadway width at the time of the event.

Councilmember Reese noted that if smaller vehicles were used, the impact on Saunders Street would be reduced, compared to a scenario involving four or five larger vehicles, which would occupy only a portion of the available space.

Mayor Pro-Tempore Mahaffey stated that participants could potentially disembark or break down in the street if needed.

Town Manager Randy Vosburg said that final routing would depend on street width at the time of the parade, and that the number of affected vehicles could change. He added that this item is still being refined and that lane width will be an important factor in the final determination.

[ADJOURNMENT]

Mayor Gilbert adjourned the meeting at **5:03 p.m.**

Jacques K. Gilbert
Apex, Mayor

Allen Coleman, CMC
Town Clerk to the Apex Town Council
Submitted for approval by Apex Town Clerk Allen Coleman
Minutes approved on _____ of _____, 2026.

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@~äér " { käsg^Ø7| g^| i P~ï | ~p" ákñØé~ áä~îsi k kzkgéäsg èészséós| ãé^zz^és~| ãkäîsgkãäkz^éki é~
è| i käqä~è| i g^fzkãØkppkgésîk <èzó üØ†û†§ ér ä~èqr <è| k °ûØ†û†ßØ^| i é~ ^èér~äsök érk P~ï |
? ^| ^qkäØ~äérksäi kãsq| kkØé~ kñkgèék ~| fkr^zp~pérk P~ï | Æ

+@° " qäkk{ k| é? èzésvÝk^ä≈M^äkãékä 7| gÆf^4zkkés~ ≈4zkké? ^| ^qk{ k| é
7| p~ä{ ^és~| Nóãék{ Ω4? 7Næ≈ér ä~èqr <è| k °ûØ†û†¶ Ω2B @P√†û†§√û•¢æ
+~è| gszî~éki é~ ^áää~îk ^| "i i k| i è{ é~ Mk| kï ^? ^ãékäNèfãgäsáés~| " qäkk{ k| éΩ N" æ
fkéï kk| M^äkãékáØ7| gÆf^4zkkés~ ^| i P~ï | ~p" ákñØp~äérk P~ï | ŒE4zkké? ^| ^qk{ k| é
7| p~ä{ ^és~| Nóãék{ Ω4? 7NæØ^| " ããkéã Pä^gys| q Nkäîsgkã Ø§| gzèi s| q ^| s| gäk^ãk s| ppkké^ããké
g^á^gséópä~{ •ûû é~ ¶ûû ^ããkéã^| i ^ããkééä^gys| q g^á^gséóp~äèá é~ £ûû J~zsgk - ká^äé{ k| é
^ããkéãØkppkgésîk p~ä^ éï ~vók^ä ékä{ fkqs| | s| q <èzó üØ†û†§ ér ä~èqr <è| k °ûØ†û†¶Ø^é^|
^| | è^zg~ãé~p◊§†Ø¶£ûØ^| i é~ ^èér~äsök érk P~ï | ? ^| ^qkäØ~äérksäi kãsq| kkØé~ kñkgèék ~|
fkr^zp~pérk P~ï | Æ

+@¢ " qäkk{ k| é? èzésvÝk^ä M^ésFg^és~| √4^ä~ Pkgr| ~z~qskã 7| gÆf^" ? / P/ = 7| gÆ√
- sqsé^zMkg~| ãéäègés~| ~pVkr sgzk " ggsi k| éã é~ Nèáá~äé 7| îkãésq^és~| ã √ér ä~èqr " áäsz° ûØ
†û†• Ω2B @P√†û†§√û•£æ
+~è| gszî~éki é~ ä^éspó^| ~ä^z? èzésvÝk^ä" qäkk{ k| éfkéï kk| 4" MB Pkgr| ~z~qskãØ7| g^| i érk
P~ï | ~p" ákñØp~äékgr| ~z~qóé~ gäk^ék áäkgsãkØ{ k^ãèä^fzki sqsé^zäkg~| ãéäègés~| ã~pg^ä
gä^ãrkã ér^éãèáá~äés| îkãésq^és~| ãØ| ~éé~ kñgkki ◊†Ø°†Økppkgésîk ér ä~èqr " áäsz° ûØ†û†•Ø
^| i ^èér~äsök érk P~ï | ? ^| ^qkäØ~äérksäi kãsq| kkØé~ kñkgèék ~| fkr^zp~pérk P~ï | Æ

+@£ " qäkk{ k| é M^ésFg^és~| √+^ä~zs| ^ Mkg~äi s| q Nóãék{ ã >>+ √" | | è^zßüü Nkäîsgk
^| i ? ^s| ék| ^| gk " qäkk{ k| é≈+^zk| i ^ä Yk^ä†û†§ Ω2B @P√†û†§√û•§æ
+~è| gszî~éki é~ ä^éspó^| ~ä^z" qäkk{ k| éfkéï kk| +^ä~zs| ^ Mkg~i s| q Nóãék{ ãØ>>+ ^| i P~ï |
~p" ákñØp~äã~péï ^äk èäki é~ ãkgèäkzó g^áéèäk ^| i { ^| ^qk gäsésg^zg~{ { è| sg^és~| ãØ§| gzèi s| q
ßüü g^zzãØä^i s~ éä^pFgØ^| i s| ékäîskï äkg~äi s| qãØkppkgésîk p~äü† { ~| ér ã g~{ { k| gs| q ~|
<^| è^äó £Ø†û†§ ér ä~èqr <^| è^äó ¢Ø†û†•Ø^| i é~ ^èér~äsök érk P~ï | ? ^| ^qkäØ~äérksä
i kãsq| kk é~ kñkgèék ~| fkr^zp~pérk P~ï | Æ

+@§ " | | kñ^és~| @~Æ¶†¶ √†ßü° / î^| ã M~^i Ω2 ãã~gs^éki Mkö~| s| q +^ãk @~Æ
†§+\ û¢æ≈ûÆ• û ^gäkã ΩM Nv†û†§√£üæΩM Nv†û†§√£†æΩB P6 / Mv†û†§√û¶üæ
+~è| gszî~éki é~ ^i ~áé^ Mkã~æés~| - säkgés| q érk P~ï | +zkäy é~ 7| îkãésq^ék Jkésés~| Mkgksîki Ø
é~ ^ggkáérk +käés Fg^ék ~pNèpFgsk| góf órk P~ï | +zkäyØ^| i é~ ^i ~áé^ Mkã~æés~| Nkéés| q
érk - ^ék ~p^ Jèfzsg 6k^äs| q p~äPèkãi ^óØ' èqèãéüüØ†û†§Ø~| érk Lèkãés~| ~p" | | kñ^és~| √
" ákñP~ï | +~è| gszãs| ék| éé~ ^| | kñûÆ• û ‹ª√^gäkãØæ~g^éki ^é†ßü° / î^| ã M~^i Ω27@@~Æ
û•†ü¶†√ûûüäØ' | | kñ^és~| @~Æ¶†¶Ø8| é~ érk P~ï | +~ää~ä^ék zs{ séãÆ

+@• " | | kñ^és~| @~Æ¶°ü ≈†¢ü† Bzsîk +r^ákzM~^i ≈üÆ¶ü ^gäkã ΩM Nv†û†§√£°æΩM Nv√
†û†§√£¢æΩB P6 / Mv†û†§√û¶†æ

+~è| gszî~éki é~ ^i ~áé^ Mkã~zèés~| - säkgés| q érk P~ï | +zkäyé~ 7| îkãésq^ék Jkésés~| Mkgksîki Ø
é~ ^ggkáéérk +käésµg^ék ~pNèpµgsk| góf óérk P~ï | +zkäyØ^| i é~ ^i ~áé^ Mkã~zèés~| Nkéés| q
érk - ^ék ~p^ Jèf zsg 6k^äs| q p~äPèkãi ^óØ' èqèãéüüØ†û†§Ø~| érk L èkãés~| ~p" | | kñ^és~| √
" ákñP~ï | +~è| gszãs| ék| éé~ ^| | kñüÆ¶ü ‹ª√^gäkãØz~g^éki ^é†¢ü† Bzsîk +r^ákzM~^i Ω7@
@~Æü•††√£û√ßüü¶æØ' | | kñ^és~| @~Æ¶°üØs| é~ érk P~ï | +~ääá~ä^ék zs{ séãÆ

+@¶ " áá~s| é{ k| é~p7| ékäs{ P~ï | " éé~ä| kó≈/ ppkgésîk <èzóüØ†û†§
+~è| gszî~éki é~ ^áá~s| é*äs^| ? kókä^ã7| ékäs{ P~ï | " éé~ä| kó kppkgésîk <èzóüØ†û†§Ø^| i
è| észãègr i ^ék ^ ákä{ ^| k| éP~ï | " éé~ä| kósã^áá~s| éki Æ+>/ M=ØN@BP/ ∞4~ä{ käP~ï |
" éé~ä| kó >^èäsk 6~rk äkésäki kppkgésîk " èqèãéüØ†û†§Æ

+@ß *èiqkéBäis| ^| gk " { k| i { k| é@~Æüü √Qészséó - kféWäsék BppΩäs~äé~ †û†ûæ^| i
+~| ã~zsi ^és~| ~p>^ï /| p~ägk{ k| éNákgs^zNká^ä^és~| " zz~ï ^| gk 4è| i é~ 5k| käz^
4è| i ΩBM- √†û†§√û§†æ
+~è| gszî~éki é~ ^ááä~îk érk *èiqkéBäis| ^| gk " { k| i { k| é@~Æüü ^ááä~áäs^és| q pè| iãp~ä
èészséói kféï äsék ~ppΩäs~äé~ †û†ûæ^| i p~äérk g~| ã~zsi ^és~| ~pérk >^ï /| p~ägk{ k| éBpµgkä
Nákgs^zNká^ä^és~| " zz~ï ^| gk 4è| i s| é~ érk 5k| käz4è| i Æ

+@üû +^ásé^zJä~xkgéBäis| ^| gk " { k| i { k| éã @~Æ†û†§√ü¶Ø@~Æ†û†§√üßØ@~Æ†û†§√†û
√6è| ékäNéäkkéJ^äy Mk| ~î^és~| - kãsq| Ø? siizk +äkky 5äkk| ï ^ó +ä~ããï ^zy
7{ áä~îk{ k| éãØ+ófkäãkgèäséó 5ä^| é" ï ^äi Ø^| i N^pk M~èékãé~ Ngr ~~zJä~xkgéã ΩBM- √
†û†§√û§°æΩBM- √†û†§√û§¢æΩBM- √†û†§√û§£æ
+~è| gszî~éki é~ ^ááä~îk +^ásé^zJä~xkgéBäis| ^| gk Ω-JBæ" { k| i { k| é@~Æ†û†§√ü¶Ø@~Æ
†û†§√üßØ^| i @~Æ†û†§√†ûØ^zz~g^és| q pè| is| q p~äérk 6è| ékäNéäkkéJ^äy Mk| ~î^és~| ^| i
? siizk +äkky 5äkk| ï ^ógä~ããï ^zys{ áä~îk{ k| éã Ω-JB √†û†§√üßæØérk Né^ék ^| i >~g^z
+ófkäãkgèäséó 5ä^| éJä~qä^{ áä~xkgéã Ω-JB √†û†§√üßæØ^| i N^pk M~èékãé~ Ngr ~~záä~xkgéã
Ω-JB √†û†§√†ûæE

+@üü +~| éä^gé√+rkääó *ky^käéØ>>J √" | | è^z4s| ^| gs^z" èisé^| i +~{ ázs^| gk Mkîskï √
4sãg^zYk^ä/| is| q <è| k°ûØ†û†§ Ω-B@P√†û†§√û••æ
+~è| gszî~éki é~ ^ï ^äi ^+~| éä^géé~ " èisé" gg~è| éã fkéï kk| érk P~ï | ~p" ákñ^| i +rkääó
*ky^käéØ>>J p~äérk µãg^zók^äk| is| q <è| k°ûØ†û†§Øs| ^| ^{ ~è| é| ~éé~ kñgkki ◊•ßØ•£Ø
^| i ^èér~äsöki érk ? ^ó~äé~ kñkgèék érk g~| éä^gé^| i ^ãã~gs^éki i ~gè{ k| éã ~| fkr^zp~pérk
P~ï | Æ

+@ü† +~| ãéäègés~| +~| éä^gé" ï ^äi ≈*èãg~ +~| éä^gé~ääã7| gÆ≈Wkãékä| Pä^| ã{ sãäs~|
? ^s| Jr^ãk † Jä~xkgéΩ-B@P√†û†§√û•¶æ
+~è| gszî~éki é~ ^ï ^äi érkg~| ãéäègés~| g~| éä^géfkéï kk| *èãg~ +~| éä^gé~ääØ7| gÆ| i érk
P~ï | ~p" ákñØp~äérk Wkãékä| Pä^| ã{ sãäs~| ? ^s| Jr^ãk † áä~xkgés| érk ^{ ~è| é| ~éé~

kñgkki ◊ßû§Ø£ûØ^| i ^èér~äsöki érk P~ï | ? ^| ^qkäØ~äérksäi kãsq| kkØé~ kñkgèékérk
g~| éä^gé~| fkr^zp~pérk P~ï | Æ

+@ü° +~| éä^gé? èzésvYk^ä≈<èãé4B7' ≈Jèfzsg Mkg~äi ã N~péï ^äk Jä~qä^{ ≈érä~èqr <è| k
° ûØ†û†ß Ω÷B@P√†û†§√û•ßæ
+~è| gszî~éki é~ ^áää~îk ^ { èzésvók^ä? ^ãékäNkãîsgkã" qäkk{ k| éfkéï kk| ? ++sØ>>+ if^
<èãé4B7' p~äérks{ ázk{ k| é^és~| ~p^| i èészsö^és~| ~p^ áèfzsgäkg~äi ãã~péï ^äk áä~qä^{
kppkgésîk<èzó üØ†û†§ érä~èqr <è| k° ûØ†û†• ï sér érk ~áés~| p~äéï ~Ω‡æ~| kvók^ääk| kï ^zã
érä~èqr <è| k° ûØ†û†ßØ^| i ^èér~äsöki érk P~ï | +zkäyé~ kñkgèékérk ^qäkk{ k| é^| i
^ãã~gs^éki i~gè{ k| éã~| fkr^zp~pérk P~ï | Æ

+@ü¢ +~| éä^gé" ï ^äi √W~ääsk 4äkk +zk^| s| q Nkãîsgkã >>+ √<^| sé~äs^zNkäîsgkã +~| éä^gé
√<èzó üØ†û†§ √<è| k° ûØ†û° ü Ω÷B@P√†û†§√û¶ûæ
+~è| gszî~éki é~ ^áää~îk ^ { èzésvók^äg~| éä^géfkéï kk| W~ääsk 4äkk +zk^| s| q Nkãîsgkã Ø>>+
^| i érk P~ï | ~p" ákñé~ áä~îsik x^| sé~äs^zãkäîsgkã p~äé~ï | √~ï | ki p^gszséskã^| i ^èér~äsöki
érk P~ï | ? ^| ^qkä~äérksäi kãsq| kké~ kñkgèék~| fkr^zp~pérk P~ï | Æ

+@ü£ +~è| gsz? kkés| q ? s| èékã≈V^äs~èã
+~è| gszî~éki é~ ^áää~îkØ^ããèf{ séékiØ? kkés| q ? s| èékã pä~{ érkp~zz~ï s| q { kkés| qã∞
- "áäsz°ûØ†û†§≈P~ï | +~è| gszW~äyNkããs~| ? kkés| q ? s| èékã
- ? ^ó†üØ†û†§≈P~ï | +~è| gsz*èiqkéW~äyNkããs~| ? kkés| q ? s| èékã
- ? ^ó†¶Ø†û†§≈Mkqèz^äP~ï | +~è| gsz? kkés| q ? s| èékã

+@ü§ - kki ~pJkä{ ^| k| é" ggkãã M~^i /^ãk{ k| éé~ - èyk /| käqó~| /^ãéWszs^{ ã
Nèfãé^és~| Jä~ákäéó≈/| r^| gk " ggkãã Báés~| ãΩ//- √†û†§√ûû°æ
+~è| gszî~éki é~ ^áää~îk ^ - kki ~pJkä{ ^| k| é" ggkãã M~^i /^ãk{ k| éé~ - èyk /| käqó~|
/^ãéWszs^{ ã Nèfãé^és~| Jä~ákäéóØ{ ~äk ãákgsƒg^zózg^éki ß†û Jèfzsg J~ï kä- äsîkØé~
k| r^| gk ^ggkãã~áés~| ãØ^| i ^èér~äsöki érk ? ^ó~äé~ kñkgèék~| fkr^zp~pérk P~ï | Æ

+@ü• ? k{ ~ä^| i è{ ~pQ| i käãé^| i s| q Ω BQæ? èzésvYk^ä √W^yk Pkgr| sg^z+~{ { è| séó
+~zkqk ΩWP++æ^| i érk P~ï | ~p" ákñ √" èér~äsö^és~| é~ Qãk P~ï | Vkr sgzkãØ' áá^ä^éèãØ
P~~zãØ^| i Mkz^éki /âèsá{ k| ép~ä- kzsîkäó~p4säk ^| i /{ käqk| gó Nkãîsgkã
Pä^s| s| q ≈<^| è^äóüØ†û†§ érä~èqr - kgk{ fkä°üØ†û°û Ω÷B@P√†û†§√û¶üæ
+~è| gszî~éki ^áää~îk ^ ? k{ ~ä^| i è{ ~pQ| i käãé^| i s| q Ω BQæfkéï kk| W^yk Pkgr| sg^z
+~{ { è| séó +~zkqk ΩWP++æ^| i P~ï | ~p" ákñØkppkgésîk<^| è^äóüØ†û†§ érä~èqr - kgk{ fkä
°üØ†û°ûØé~ èészsök P~ï | ~p" ákñîkrsgzkãØ^áá^ä^éèãØé~~zãØ^| i äkz^éki kâèsá{ k| ép~äérk
ikzsîkäó~pƒäk^| i k{ käqk| gó ãkäîsgkãéä^s| s| qØ^| i é~ ^èér~äsöki érk P~ï | ? ^| ^qkäØ~äérksä
i kãsq| kkØé~ kñkgèék~| fkr^zp~pérk P~ï | Æ

+@ü¶ Bäi s| ^| gk " { k| i { k| é√+r^ákäü£ √J^äyã^| i Mkgäk^és~| ØNkgés~| ü£Æ √Mèzkã
^| i Mkqèz^és~| ã±7zzkq^z" géã √/ ñá^| i @~| áä~ ƒé-k ƒ| sés~| +~| ãsãék| éï sér J^äyãØ
Mkgäk^és~| Ø^| i +èzéèä^zMkã~èägkã Jä~qä^{ ^| i Mk| é^zJäsgs| q J~zsgó ΩB M- √†û†§√û§§æ

+~è| gszî~éki é~ ^i ~áé^| ~äi s| ^| gk ^{ k| i s| q Nkgés~| ü£√• Ωæ~pérk P~ï | ~p" ákñ +~i k ~p
Bäi s| ^| gkã é~ kñá^| i kzsqsf szséó p~ä érk ^| | è^z| ~√g~ãéäk| é^z~pá ^äyã p^gszséskã f ó | ~| áä~ ƒé
^| i gsî sg ~äq^| sö^és~| ãØg~| ãsãék| éï sér érk J^äyãØMkgäk^és~| Ø^| i +èzéè ä^zMkã~èägkã Jä~qä^{
^| i Mk| é^zJäsgs| q J~zsgóØkppkgésî k érk i ^ék ~p^i ~áés~| Ωzè| k †° Ø†û†§æÆ

+@üß J^ó ^| i +z^ããs ƒg^és~| Jz^| ≈4sãg^zYk^ä †û†§√†•
+~è| gszî~éki é~ ^ááä~îk érk 4sãg^zYk^ä †û†§√†• J^ó 5 ä^i kã ^| i N^z^äó M^| qkã p~ä érk
P~ï | ŒJ^ó ^| i +z^ããs ƒg^és~| Jz^| ^| i pèzzó s{ ázk{ k| éérk á~ãsés~| á^ó ^| i gz^ããs ƒg^és~|
äkg~{ { k| i ^és~| ã p~ä f~ér érk 4skzi Bákä^és~| ã ^| i Pkgr| sg^zJ~ãsés~| ã si k| és ƒki s| érk
ãéèi ó ^| i érk 4säk Bákä^és~| ã á~ãsés~| ã si k| és ƒki s| érk ãéèi óÆ

+@†û J~ãsés~| " èér~äsö^és~| >sãé≈4sãg^zYk^ä †û†§√†•
+~è| gszî~éki é~ ^ááä~îk érk 4sãg^zYk^ä †û†• J~ãsés~| " èér~äsö^és~| >sãé^| i érk 4sãg^zYk^ä
†û†• <~f Psézk ^| i ? ^äyké M^| qk 7 îk| é~äó p~ä érk P~ï | ~p" ákñÆ

+@†ü Mkã~zèés~| √" f ^| i ~| J~äés~| ~p/ ñsãés| q Jè f zsg Qészséó ΩW^ékäØNkï käØ^| i " ggkããæ
/ ^ãk{ k| éã ^| i - ki sg^és~| √ü†üû >^èä^ Vszz^qk - äsî k √6 k| i äsgy P~ó~é^ ~p" ákñ ΩM N√
†û†§√û£ £æ
+~è| gszî~éki é~ ^ááä~îk ^ äkã~zèés~| ésézki ÀMkã~zèés~| é~ " f ^| i ~| J~äés~| ~p/ ñsãés| q Jè f zsg
Qészséó / ^ãk{ k| éÃz~g^éki ^éü†üû >^èä^ Vszz^qk - äsî kØ6 k| i äsgy P~ó~é^ ~p" ákñØr sgr ï szz
^f ^| i ~| ^äk^ã ãr~ï | ~| érk ^éé^gr ki kñr sf séã ^| i ^èér~äsök érk ^äk^ é~ f k i ki sg^éki ^ã
szèãéä^éki s| érk ^éé^gr ki kñr sf séãÆ

+@†† Mkã~zèés~| ≈" ááä~î s| q +~| îkó^| gk ~pJä~ákäéó é~ " | ~érkä 5 ~îkä| { k| é^zQ| sé √
+k| éä^z+^ä~zs| ^ +~{ { è| séó +~zzkqk ≈/ sqr é¶æVkr sgzkã ΩM N√†û†§√û£§æ
+~è| gszî~éki é~ ^i ~áé^ Mkã~zèés~| " ááä~îs| q érk +~| îkó^| gk ~pJä~ákäéó é~ " | ~érkä
5 ~îkä| { k| é^zQ| sés| @~äér +^ä~zs| ^ Jèäãè^| éé~ 5 k| kä^zNé^éèékã Ω ÆÆÆï ü§û" √†• ¢±^é| ~
g~ãéØé~ f k èãki f ó z~g^zz^ï k| p~ägk{ k| é^qk| gskã p~ä z^ï k| p~ägk{ k| ééä^s| s| q áèää~ãkã ^é
+k| éä^z+^ä~zs| ^ +~{ { è| séó +~zzkqk Ω+++æÆ

+@†° Mkãsi k| é" i î sã~äó *~^äi " i { s| sãéä^ésî k J~zsgó " { k| i { k| éã Ω>+Y√†û†§√ûü†æ
+~è| gszî~éki é~ ^ááä~îk î^äs~èã ^{ k| i { k| éã é~ érk Mkãsi k| é" i î sã~äó *~^äi " i { s| sãéä^ésî k
J~zsgó ΩM' *" J æp~ä érk P~ï | ~p" ákñ

+@†¢ Pk{ á~ä^äó " i xèãé{ k| éé~ J èägr ^ãs| q J~zsgó érä~èqr B gé~f kä° üãéØ†û†§ Ω>+Y√
†û†§√ûü° æ
+~è| gszî~éki é~ ^èér~äsök érk 4s| ^| gk - säkgé~ãªB pƒgkä é~ äkî sãk érk áèägr ^ãk ~äi kä
éräkãr~zi ^ã ~èézs| ki s| érk P~ï | ŒJèägr ^ãs| q J~zsgó p~äáèägr ^ãk ~äi käã é~ ◊£Øûûû Ωqèääk| ézó
◊†Øûûûæ^| i é~ äkî sãk érk ^ããkég^ásé^zsö^és~| éräkãr~zi é~ ◊üûØûûû Ωqèääk| ézó ◊üûØûûûæ^ã ^
ék{ á~ä^äó ^i xèãé{ k| éérä~èqr B gé~f kä° üØ†û†§Æ
+>/ M= @B P/ ∞Prk ^ããkég^ásé^zsö^és~| éräkãr~zi ï ^ã ◊£Øûûû ÆPrk ^f ~îk âè~éki ^{ ~è| és|
á^äk| érkãsã ï ^ã s| ^i îkäék| ézó | ~éki ^ã ◊üûØûûûÆ

+@†£ Pk{ á~ä^äó " i xèãé{ k| éé~ P~ï | +èãé~{ kä Nkäî sgk J~zsgó ér ä~è q r B gé~f kä° üãé Ø†û†§ Ω >+Y√†û†§ √ûü¢æ
+~è| gszî~éki é~ ^èér~äsök ér k 4s| ^| gk - säkgé~äªB p┌gkä é~ { ^yk ék{ á~ä^äó äkî sãs~| ã é~ ér k P~ï | ~p" á kñŒ+è ãé~{ kä Nkäî sgk J~zsgó kppkgésî k ér ä~è q r B gé~f kä° üªéØ†û†§

~~+@†§ P~ï | +~è| gszMèzkã~pJä~gki èäk " { k| i { k| éã≈Mkãsi k| é" i î sã~äó * ~^äi " á á~s| é{ k| é J ä~gkãã~~
7ék{ äk{ ~î ki pä~{ +~| ãk| é" q k| i ^ á kä+~è| gszî~ék i èäs| q ér k ãkéés| q ~pér k Mkq è z^ä ? kkés| q " q k| i ^ÆJzk^ãk äkpkä é~ á^q k ° ~pér kãk { kkés| q { s| è ékãÆ

¡PB W@? " @" 5 / MOSM/ J B MP¬

P~ï | ? ^| ^q kä V~ãf è äq á ä~î si ki ér k p~zz~ï s| q è á i ^ékã∞

- Qészséó - k f é Wäsék √B pp+z^äs┌g^és~| ∞+z^äs┌ki ér ^é ér k è észséó i k f é ï äsék √~pp^á á ä~î ki ~| ér k g~| ãk| é^q k| i ^ ^á á zski ~| zó é~ i k f é s| gè ääki á äs~ä é~ †û†û ^| i ï ^ã è| äkz^éki é~ ér k P~ï | ‘ã gè ääk| é è észséó f szzs| q i k f é sãã è kãÆ
- / " * - ^é^ +k| ékä Nè f g~{ { séékk∞" | | ~è| gki ér ^é ér k / | î sä~| { k| é^z" i î sã~äó * ~^äi - ^é^ +k| ékä Nè f g~{ { séékk sã g~| i è gés| q ^ ãéè i óØï sér ~á á~äéè| séskã p~ä ér k á è f zsg é~ á ä~î si k s| á è é^| i ãsq| è á p~ä á ä~xkgé è á i ^ékãÆB| ér k é~ï | ŒÏ k f ãsék∞/ " * - ^é^ +k| ékä Néè i ó ^| i J è f zsg 7| á è éÆ
- N^zk{ Néäkké Néäkkéãg^á k J ä~xkgé∞Mká~äéki g~| és| è ki á ä~q äkããØï sér ãsi kï ^zy á^î kä s| ãé^zz^és~| kñá kgéki é~ f k g~{ á zkéki ~| ~| k ãsi k f ó ér k k| i ~pér k ï kky ^| i ï ~äy sã ^| ésgsá^éki é~ ãr spé é~ ér k ~á á~ãsék ãsi k s| { si √é~√z^ék <è zóÆ
- J zk^ã^| é J^äy Náz^ãr J^i ∞" | | ~è| gki ér ^é ér k Náz^ãr z^| ésã äká^säã ^äk è| i käï ^óØ ï sér ér k ãáz^ãr á^i kñá kgéki é~ äk~á k| f ó ér k ï kkyk| i Øák| i s| q ékãés| qÆ
- J^äyã ? ^s| ék| ^| gk∞J ä~î si ki è á i ^ékã ~| zsq r és| q äká^säã √" á kñ @^éè äk J^äy ãr ~è zi f k äkã~zî ki f ó Pr è ääi ^óØ^| i 6 è| ékä Néäkké J^äy r ^i ^ zsq r és| q sãã è k ér ^é ãr ~è zi f k äkã~zî ki é~| sq r éÆ i i sés~| ^zzóØér käk ^äk ~| q~s| q éè äpäk| ~î ^és~| ã é~ q k é äk^i ó p~ä ér k 4^zz^é+~{ { è| séó J^äy ^| i ér k <^ógkk +äsgyké┌kzi ãÆ
- " ãy " á kñ J käp~ä{ ^| gk∞Mká~äéki ér ^é ß£Á ~pgè ãé~{ kä g^zzã ^äk äkã~zî ki f ó ér k " ãy " á kñ ék^{ Øï sér ^| ^î kä^q k g^zz^| ãï kä és{ k ~p^á á ä~ñs{ ^ékzó ~| k { s| è ékÆ
- J k^yï ^ó N~è ér ï kãé+~| | kgé~ä∞Mká~äéki ér k á ä~xkgé sã ^r k^i ~pãgr ki è zkØï sér á^î s| q g~| és| è s| q ér ä~è q r <è zóØ┌ ^zï ~äy kñá kgéki f ó { si √" è q è ãéØ^ ék| é^ésî k >~~á M~^i ~á k| s| q s| Nká ék{ f käØ^| i ér k pè zzá ä~xkgé^| ésgsá^éki é~ ~á k| s| { si √p^zzÆ
- >^è| gr " á kñ∞" | | ~è| gki ér ^é^á á zsg^és~| ã p~ä+~r ~äé üû ^äk ~á k| ér ä~è q r <è zó ü•ér ~ä è| ész£û ^á á zsg^és~| ã ^äk äkgksî ki Æ
- Qá g~{ s| q / î k| éã∞
  - +~{ { Q| sî kääséó ≈/ i è g^és~| ^zá ä~q ä^{ p~gè ãki ~| á^äyã á z^| | s| q ~| <è| k †£ér pä~{ §∞ûû≈¶∞ûû á Æ Æ é ér k " á kñ Nk| s~ä+k| ékä
  - " pékä| ~~| s| ér k 5 ^äi k| √<è| k †•ér pä~{ °∞ûû≈£∞ûû á Æ Æ é ér k " á kñ @^éè äk J^äyÆ

J^q k ¶ ~p¢ ü

- +z^ããsg^z+~| gkäé Nkäskã √Pr k 5 èsé^ä≈" 6 sãé~äsg Jkäãá kgésî k ~| <è| k †¶ér pä~{ °∞ûû≈¢∞ûû á Æ Æ é Pr k 6 ^zzk +è zéè ä^z" äéã +k| ékäÆ Ikäp~ä{ ^| gk r sqr zsqr és| q ér k r sãé~äó ~pér k qè sé^äÆ
- 4säkï ~äyã 4äk| öó √<è zó °äi pä~{ ¢∞ûû≈üû∞ûû á Æ Æ Pr k P~ï | ‘ã g~{ f s| ki 7| i ká k| i k| gk - ^ó gkzkf ä^és~| pk^éè äs| q ér k J^ä^i k ~pWr kkzãØNá z^ãr i ~ï | ï sér ér k 4säk - ká ^äé{ k| éØ^| kñá ^| i ki i ä~| k zsqr éãr ~ï Øp~~i éäè gyãØ^| i ér k éä^i sés~| ^z ¤äkï ~äyã i sãá z^óÆP~ï | ~p¤gkã ï szzf k gz~ãki s| ~f ãkäî ^| gk ~pér k r ~zsi ^óÆ
- Nk| ã~äó √4äsk| i zó M~~{ √<è zó °äi pä~{ ¶∞ûû≈üû∞ûû á Æ Æ é ér k " á kñ Nk| s~ä+k| ékäÆ L è skéãá ^gk ^î ^sz^f zk i è äs| q 4säkï ~äyã 4äk| öó ï sér ^gésî séskã ^| i q~~i sk f ^qã p~ä s| i sî si è ^zã ãkkys| q ^ ãk| ã~äó √päsk| i zó k| î sä~| { k| éÆ
- Nè { { kä 4è| - ^| gk √<è zó üüér pä~{ £∞ûû≈•∞ûû á Æ Æ é Pr k 6 ^zzk +è zéè ä^z" äéã +k| ékäÆ4^{ szó √päsk| i zó i ^| gk kî k| éÆPsgykéã ^äk äkâ è säki Ω£ p~ä ^i è zéãØ◊† p~ä gr szi äk| æÆ

- Qészséó * szzs| q +~zzkgés~| ã∞Mká ~äéki ãsq| s¤g^| é á ä~q äkãã s| è észséó g~zzkgés~| ãØï sér á ^ó{ k| é á z^| ã s| gäk^ãs| q pä~{ ^á á ä~ñs{ ^ékzó ü£û é~ †£û ^gg~è| éã ^| i ~è éãé^| i s| q è észséó i kf é äki è gki f ó ^f ~è é †ûÁ Øpä~{ ä~è q r zó ◊§ÆE { szzs~| é~ ◊£Æ { szzs~| Æ
- / zkgéäsg ? kékä Mká z^gk { k| é∞Mká ~äéki ér ^é ^á á ä~ñs{ ^ékzó üßØûû kzkgéäsg { kékäã r ^î k f kk| äká z^gki Øäká äkãk| és| q { ~äk ér ^| §§Á g~{ á zkés~| Øï sér ér k á ä~xkgé äk { ^s| s| q ~| éä^gy p~ä g~{ á zkés~| ér sã p^zzÆ

¡PB W@+>/ M=ONM/ J B MP¬

~~P+ü " á á ~s| é{ k| éã ≈* ~^äi ~p" i xè ãé{ k| é Ω£ B " æ~~

7ék { äk { ~î ki pä~{ P~ï | +zkäyØEMká ~äé á kä +~è| gszî ~ék i è äs| q ér k ãkéés| q ~pér k Mkqè z^ä ? kkés| q " qk| i ^ÆJ zk^ãk äkpkä é~ á ^qk ° ~pér kãk { kkés| q { s| è ékãÆ

~~P+† " á á ~s| é{ k| éã ≈* ~^äi ~p" i xè ãé{ k| é Ω£ B " æ≈Vsgk √+r ^sä~~

7ék { äk { ~î ki pä~{ P~ï | +zkäyØEMká ~äé á kä +~è| gszî ~ék i è äs| q ér k ãkéés| q ~pér k Mkqè z^ä ? kkés| q " qk| i ^ÆJ zk^ãk äkpkä é~ á ^qk ° ~pér kãk { kkés| q { s| è ékãÆ

~~P+° " á á ~s| é{ k| éã ≈+è zéè äk ^| i " äéã " i î sã~äó * ~^äi Ω " " * æ~~

7ék { äk { ~î ki pä~{ P~ï | +zkäyØEMká ~äé á kä +~è| gszî ~ék i è äs| q ér k ãkéés| q ~pér k Mkqè z^ä ? kkés| q " qk| i ^ÆJ zk^ãk äkpkä é~ á ^qk ° ~pér kãk { kkés| q { s| è ékãÆ

~~P+¢ " á á ~s| é{ k| éã ≈+è zéè äk ^| i " äéã " i î sã~äó * ~^äi Ω " " * æ≈+r ^sä ^| i Vsgk √+r ^sä~~

7ék { äk { ~î ki pä~{ P~ï | +zkäyØEMká ~äé á kä +~è| gszî ~ék i è äs| q ér k ãkéés| q ~pér k Mkqè z^ä ? kkés| q " qk| i ^ÆJ zk^ãk äkpkä é~ á ^qk ° ~pér kãk { kkés| q { s| è ékãÆ

P+£ " á á ~s| é{ k| éã ≈/ | î sä~| { k| é^z" i î sã~äó * ~^äi Ω " * æ

P~ï | +zkäy +~zk{ ^| ã^si ér käk ï käk ér äkk Ωæ^á á~s| é{ k| éã p~ä á^äés^zékä{ ã kppkgésîk <èzó üãé ér ä~è q r - kgk{ f kä° üãé †û†§Æ6 k ã^si ér ^éé ï ~ ~pér k { k{ f käã { ~î ki ~è é~p ér k +~äá~ä^ék >s{ séã ^| i ~| k ï ^ã | ~ z~| q kä^f zk é~ ãkäî k i è k é~ és{ k g~{ { sé{ k| éãÆ

? ^ó~ä J ä~Ú Pk{ á~äk ? ^r ^ppkó ã^si ér k / " * sã { sããs| q ér äkk Ωæäkq è z^ä { k{ f käã ^| i { ^ó f k è| ^f zk é~ pè| gés~| spér k á~ãsés~| ã äk{ ^s| è| ╒zki Æ6 k ã^si ér k / " * ï ^ã è| ^f zk é~ r~zi ér ksä äkq è z^ä { kkés| q k^äzskä ér sã { ~| ér f kg^è ãk ^ â è~äè { ~pér k *~^äi ï ^ã | ~é á äkãk| éÆ6 k ã^si ér käk ï ^ã ^ ãá kgs^z{ kkés| q f ks| q ãgr ki è zki p~ä ér k pè zz/ " * s| <èzó é~ á~ék| és^zzó g~| ãsi kä i kî kz~á { k| é g^ãkã ^| i séï ^ã r sã ~á s| s~| ér ^é ér k *~^äi ^| i ér k - ^é^ +k| ékä ãè f g~{ { séékk | kki ki é~ g~| és| è k ér ksä ï ~äy é~ { kké ér k á äkî s~è ãzó kãé^f zsãr ki és{ kzs| kÆ

? ^ó~ä 5 szf käé~á k| ki ér sã è á p~ä i sãgè ããs~| Æ

+~è| gsz{ k{ f kä Mkkãk ã^si ér käk ï käk q~~i ^á á zsg^| éã ér ^é r~á kpè zzó ï szz ╒ i ^| ~ér kä f ~^äi é~ ãkäî k ~| Øspér kó ^äk | ~é ãkzkgéki é~| sq r éÆ

" { ~és~| ï ^ã { ^i k f ó ? ^ó~ä J ä~Ú Pk{ á~äk ? ^r ^ppkó ^| i ãkg~| i ki f ó +~è| gsz{ k{ f kä \ kq kä{ ^| é~ ãè ãá k| i ér k äè zkã ^| i ^á á~s| é+~è äé| kó >^| i ~zzØM^{ kãr @^zz^î~zè Ø^| i =s{ f käzó J skäã~| é~ ╒zzér k ér äkk î^g^| é á~ãsés~| ãØk^gr á^äés^zékä{ ã kppkgésîk <èzó üØ†û†§Øér ä~è q r - kgk{ f kä° üØ†û†§Æ+>/ M=ŒE@B P/ ∞Pr k á~ãsés~| ã á äkî s~è ãzó ~ggè á ski f ó ? ^äy Ngr ï kq kzØ+r ^| q zs| q 6 è Ø^| i N^| i ä^ Vszz^ãk| ~äÆ

VB P/ ∞Q@" @7? B QN Ω¢ ^ûæØï sér +~è| gsz{ k{ f kä 5 ä^ó ^f ãk| é

P~ï | +zkäy +~zk{ ^| ã^si ér käk ï ^ã ^zã~ ^ î~és| q ó~è ér äká äkãk| é^ésî k á~ãsés~| ér ^é ï ^ã s| gzè i ki p~ä g~| ãsi kä^és~| ^| i | kki ki ^gés~| Æ

? ^ó~ä 5 szf käé^ãyki spér k i kgsãs~| | kki ki é~ f k { ^i k ^é ér sã { kkés| q Æ

P~ï | +zkäy +~zk{ ^| ã^si ér ^é ér sã á~ãsés~| g~è zi ï ^sé è| ész" è q è ãé spér ^é ï ^ã ér k i kãsäk ~pér k kzkgéki f ~i óÆ

? ^ó~ä 5 szf käé äkg~{ { k| i ki ï ^sés| q é~ ^zz~ï r s{ ^| ~á á~äéè| séó é~ äkî skï ér k ^á á zsg^| éã ^| i é~ äkgksî k gz^äs╒g^és~| ~| ér k ^á á~s| é{ k| é á ä~gki è äk Æ

~~P+§ " á á~s| é{ k| éã ≈? è zés{ ~i ^zPä^| ãá~äé^és~| " i î sã~äó *~^äi Ω2 P" *æ≈~~ - kpkääki é~ 7ék{ äk{ ~î ki pä~{ P~ï | +zkäyŒEMká~äé á kä+~è| gszî~ék i è äs| q ér k ãkéés| q ~pér k Mkq è z^ä ? kkés| q " q k| i ^ÆJ zk^ãk äkpkä é~ á^q k ° ~pér kãk { kkés| q { s| è ékãÆ

~~P+• " á á~s| é{ k| éã ≈J^äyã ^| i Mkgäk^és~| " i î sã~äó *~^äi Ω2 M" *æ~~
7ék{ äk{ ~î ki pä~{ P~ï | +zkäyŒEMká~äé á kä+~è| gszî~ék i è äs| q ér k ãkéés| q ~pér k Mkq è z^ä ? kkés| q " q k| i ^ÆJ zk^ãk äkpkä é~ á^q k ° ~pér kãk { kkés| q { s| è ékãÆ

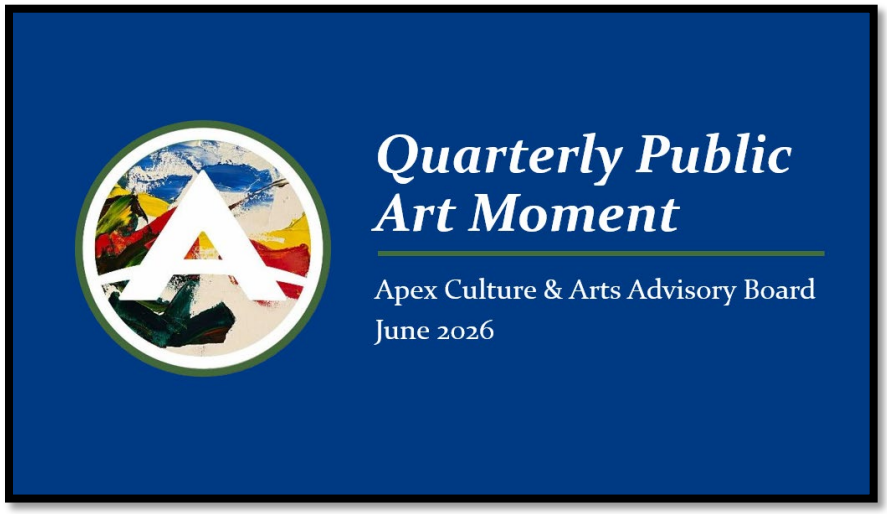
~~P+¶ " á á~s| é{ k| éã ≈J z^| | s| q *~^äi~~
7ék{ äk{ ~î ki pä~{ P~ï | +zkäyŒEMká~äé á kä+~è| gszî~ék i è äs| q ér k ãkéés| q ~pér k Mkq è z^ä ? kkés| q " q k| i ^ÆJ zk^ãk äkpkä é~ á^q k ° ~pér kãk { kkés| q { s| è ékãÆ

¡J Q*>7+ " MP L Q" MP/ M>Y ? B ? / @P¬

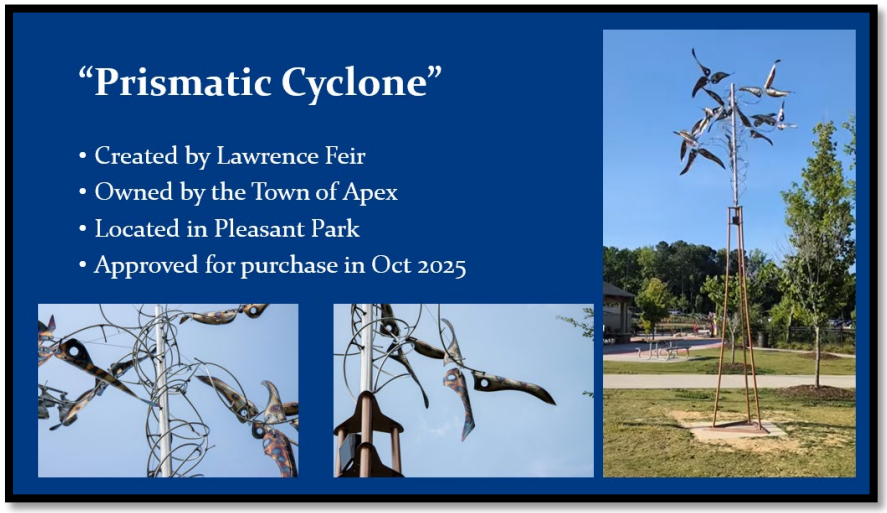
J " ü +è zéè äk ^| i " äéã ? ~{ k| é≈†| i L è^äékä +^zk| i ^ä Yk^ä † û † §

+è zéè ä^z" äéã +k| ékä ? ^| ^qkä P^óz~ä Wä^ó ^| i +è zéè äk ^| i " äéã " i î sã~äó * ~^äi +r ^säP~{ +~zï kzØq^î k ér k p~zz~ï s| q á äkãk| é^és~| ∞

¡N>7- / @B Æü¬



¡N>7- / @B Æ÷¬



¡N>7- / @B Æ ¬



¡N>7- / @B Æ¢ ¬



? ^ó~ä 5 szf käé ér ^| yki ér k{ p~ä^zz~pér ksär ^äi ï ~äy ~| ér k ãgè zá éè äk Æ

¡J MB +>" ? " P7B @N ª NJ / +7' > J M' N/ @P" P7B @N ¬

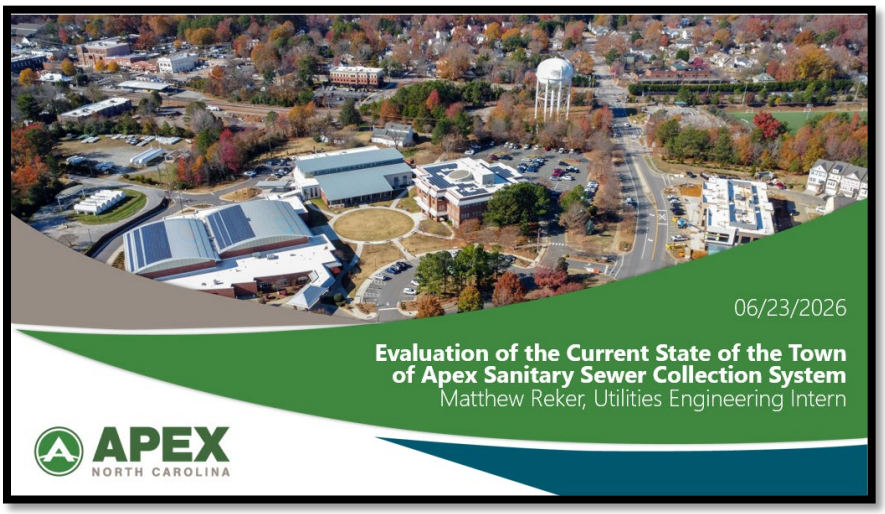
J Mti J ä~gz^{ ^és~| ≈J ^äyã ^| i Mkgäk^és~| " á á äkgs^és~| ? ~| ér †û†§ ≈<è zó

? ^ó~ä 5 szf käéØ^z~| q ï sér ér k äkãé~pér k P~ï | +~è| gszØäk^i ér k J ä~gz^{ ^és~| p~ä J ^äyã ^| i Mkgäk^és~| " á á äkgs^és~| ? ~| ér †û†§ ^| i s| î sêki " ãã sãé^| é P~ï | ? ^| ^qkä - k{ kéäs^ <~r | ØJ ^äyãØMkgäk^és~| Ø^| i +è zéè ä^zMkã~è ägkã - säkgé~ä+ä^sq Nkéök äØ^| i ~ér kä{ k{ f käã ~p ér k i ká^äé{ k| é é~ äkgk sî k ér k á ä~gz^{ ^és~| ^| i é^yk á sgéè äkã Æ

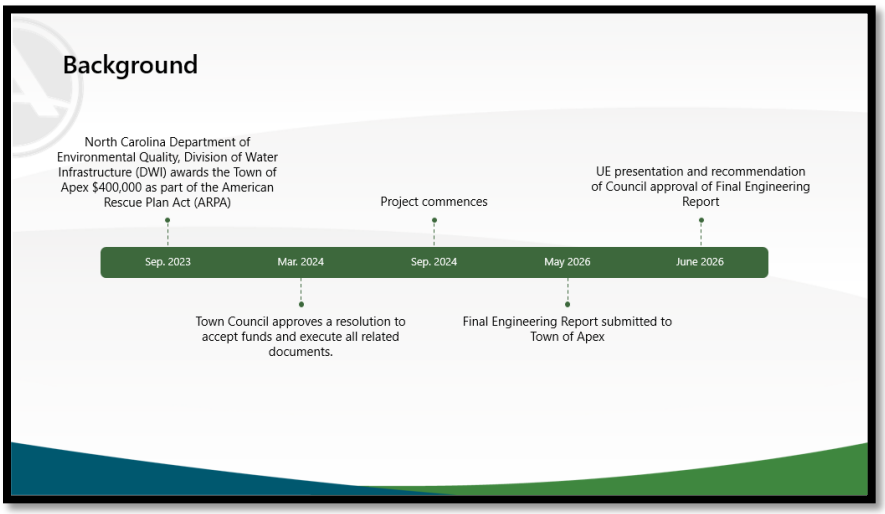
J Mt " ãã ké 7| î k| é~äó ^| i " ãã kãã{ k| é 5 ä^| é Qá i ^ék ≈/ î ^zè ^és~| ~p ér k +è ääk| é Né^ék ~p ér k P~ï | ~p" á kñ N^| sé^äó Nkï kä+~zk gés~|

Qészsésk ã / | q s| kkä 7| ékä| ØW^ékä Mkã~è ägkã - ká^äé{ k| éØ? ^éér kï Mkykä Øq^î k ér k p~zz~ï s| q á äkãk| é^és~| ∞

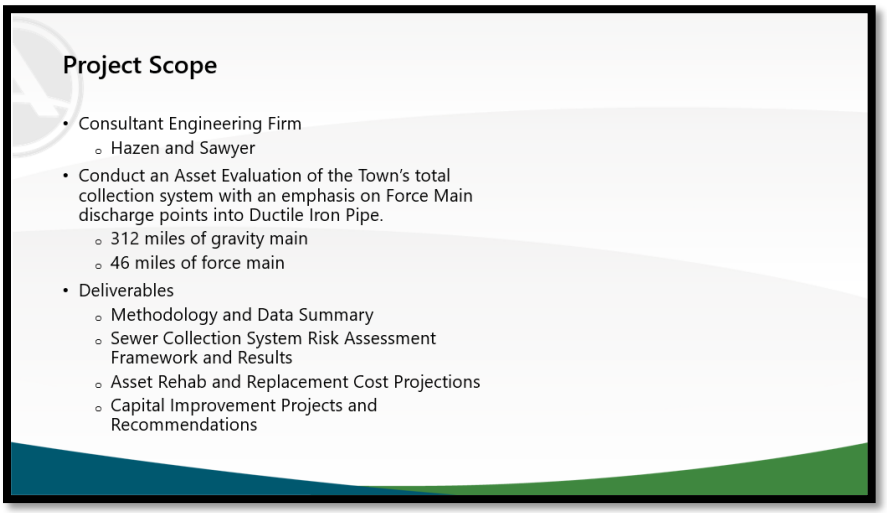
¡N>7- / @B Æü ¬



¡N>7- / @B Æé ¬

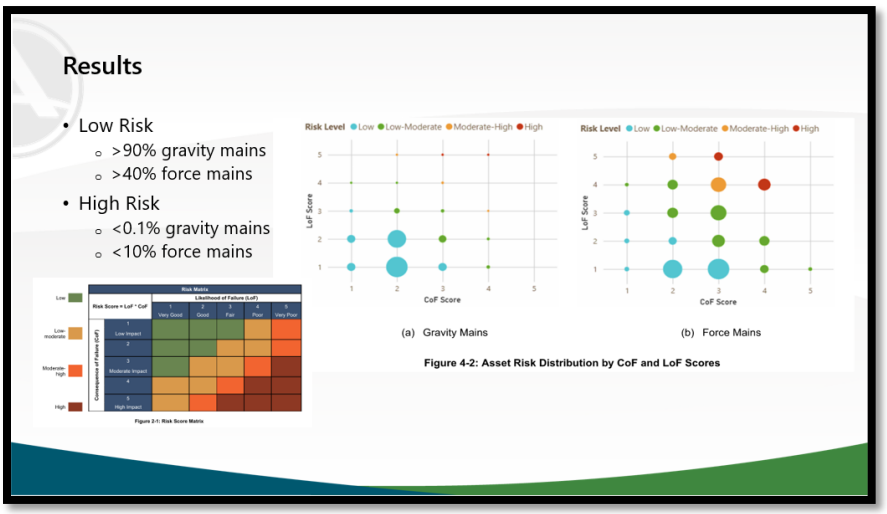


1 ¡N>7- / @B Æ ¬



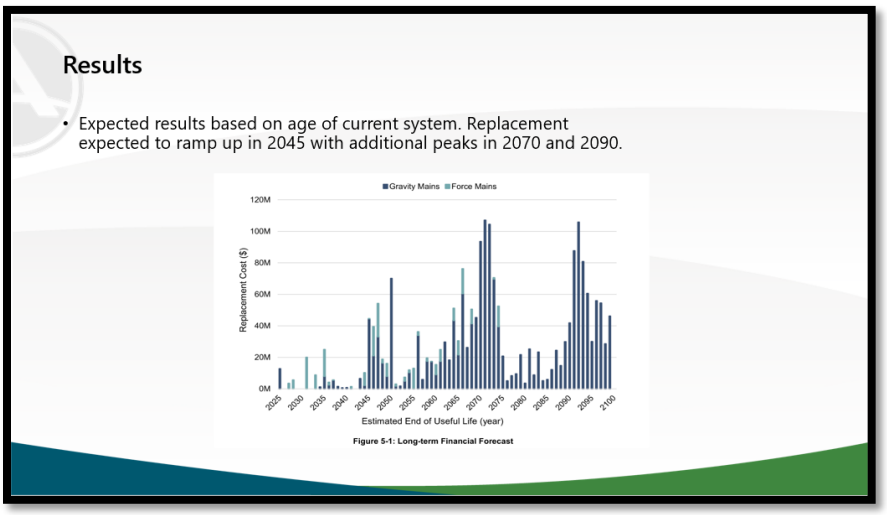
2

3 ¡N>7- / @B Æ¢ ¬



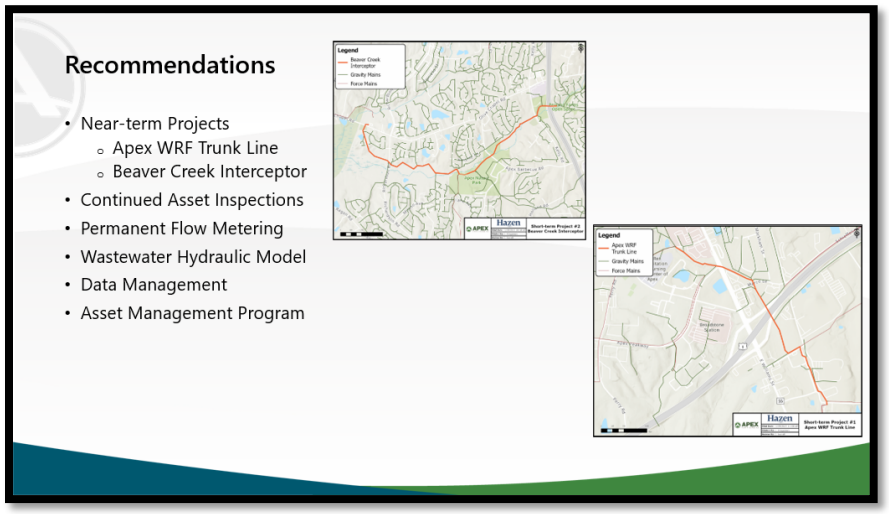
4

5 ¡N>7- / @B Æ£ ¬



6

¡N>7- / @B Æ§¬



? äÆMkykä ^ãyki spér käk ï käk ^| ó â è kãés~| ãÆ

? ^ó~ä 5 szf käé ^ãyki r~ï s| ãá kgés~| ã ï ~äy p~ä ér k ~i ~ä ér ^é g~{ kã ^| i q~kã ^é <~äi ^| J~s| éÆ

? äÆMkykä ã^si ér sã ãá kgs ¤g á ä~xkgéï ^ã zs| k^ä ^| i | ~é î käésg^zØï r sgr { k^| ã ér ^é ér sã ï ~è zi s| gzè i k á è { á ãé^és~| ã ï r sgr ^äk ï r käk ~i ~ä g~| éä~zï ~è zi f k ^i i äkããki Æ6 k ã^si ér ^é ï szzf k ér k | kñé ãéká Æ6 k ã^si ér ^é { ^s| ék| ^| gk ãé^ppz~q ^zzér k ^ããkéã ér ^é ^äk s| ér k á è { á ãé^és~| ^| i ér k ~i ~ä ï ~è zi f k z~q q ki ^| i ^ããsq| ki séã ~ï | äsãy p^gé~ä ^ã ï kzzÆ

? ^ó~ä J ä~√Pk { á ~äk ? ^r ^ppkó ér ^| yki ? äÆMkykä p~ä ér k ï ~äy ér ^é r ^ã f kk| i ~| k s| ér sã ãéè i óÆ6 k ã^si ér ^é ér k ãéè i ó i si | ~és| gzè i k ér k á è { á ãé^és~| ã ï r sgr ï ^ã ^| ^i i sés~| ^z g~ãé é~ ér k p~ägk { ^s| ã ^| i ér sã sã á ä~f ^f zó f kg^è ãk á è { á ãé^és~| ã i ~| ÆEz^ãé ^ã z~| q f kg^è ãk ér kóÆk á äkããè äsöki Æ

? äÆMkykä ã^si ér ^éï ^ã g~ääkgéÆ

? ^ó~ä J ä~√Pk { á ~äk ? ^r ^ppkó ^ãyki spér k P~ï | ÆEä^és~ ~pq ä^î séó ãkï kä é~ p~ägk { ^s| ã ï ^ã éóá sg^z^| i r~ï z~| q √ékä{ î ^zè k ~pq ä^î séó ãkï kä s{ á ä~î k { k| éã g~{ á ^äki ï sér á è { á ãé^és~| ã ^| i p~ägk { ^s| ã ï r k| | kï á ä~xkgéã ^äk äkî skï ki Æ

? äÆMkykä ã^si ér käk ^äk ~| q~s| q á ä~xkgéã ï sér ér k Qészséó / | q s| kkäs| q q ä~è á é~ é^yk ér k á è { á ãé^és~| ã ~p¤s| k f kg^è ãk sé sã f k| k ¤gs^zé~ ãï ségr pä~{ á è { á ãé^és~| ã é~ q ä^î séó ãkï käÆ6 k ã^si sé sã r ^äi é~ q ^è q k ér k äkz^ésî séó ~pq ä^î séó é~ p~ägk { ^s| f kg^è ãk sé sã ^zzf ^ãki ~| kzkî ^és~| ã ^| i q k~q ä^á r ó ^| i ér k é~ï | g^| ~| zó i ~ ï r ^éÆpk^ãsf zkØã~ spér k ^äk^ã ^äk i k| ãk ^ á è { á ãé^és~| r ^ã é~ f k f è széÆ

+~è| gsz{ k { f kä \ kq kä{ ^| äkpkäk| gki ãzsi k £ ≈Mkãè zéã ^| i ^ãyki sps| †û• û séï ~è zi f k ^ g~ãé~p◊üûû { szzs~| ^ ók^ä ~| äká z^gk { k| é^gésî séó ~ä ï ^ã ér sã ér k ï ~ääé√g^ãk ãgk| ^äs~Æ

? äÆMkykä ã^si ér ^é ér k äkr ^f á ä~xkgéã g^| r kzá ãè ãé^s| ã~{ k z~| q kî séó f è é^é ã~{ k á ~s| éØér käk ï szzf k ^ g~ãé é~ äká z^gk á sá kã ~ä p~ägk { ^s| ã ~ä á è { á ã f kg^è ãk ér käk sã ^ zs{ séki ^{ ~è| é~pók^ää p~ä è ãk Æ6 k ã^si ér sã ï ^ã ^ q ^è q k ~pï r k| ér käk ï ~è zi f k ^ ãè äq k s| g~ãéã p~ä äká z^gk { k| éã ^| i ã~ sé sã s{ á ~äé^| é é~ z~~y ^r k^i ^| i á äs~äsésök á ä~xkgéã é~ { sésq ^ék ér ~ãk g~ãéãÆ

J^q k ü £ ~p¢ ü

+~è| gsz{ k{ f kä\ kqkä{ ^| ^ãyki ï r^éér k | k^ävékä{ áä~xkgéäkg~{ { k| i ^és~| ã ï käk p~äér kãkØikpkäk| gs| q ãzsi k §Æ

? äÆMkykäã^si f~ér ér k" ákñ WM4 Päè| y >s| k ^| i *k^îkä+äkky 7| ékägkáé~är^i ã~{ k g~ää~ãs~| sããèkãØf èéér k *k^îkä+äkky 7| ékägkáé~äï ^ãp~è| i ^ãá^äé~p^| ^ãäkãã{ k| éér^é i ~| k ~pér k gäsésg^z^äk^ã ^| i ér käk ï szz| kki é~ f k { ~äk ++PVs| p~ä{ ^és~| é~ ╪i ~èéér k kñék| é~pg~ää~ãs~| ^| i spsé| kki ã é~ f k äkáz^gki Æ6 k ã^si ér sã sã ^ ó~è| q á sák ^| i ér~äk ^äk óóá sg^zzó s| f kéékä g~| i sés~| ^éér^éá~s| éÆ6 k ã^si ér k" ákñ W4 MPäè| y zs| k ãkgés~| sã ^ zséézk ~zi kä^| i ã~ ^| s| ékä| ^zJ / Mr ^ã f kk| ãé^äéki é~ i kékä{ s| k spér sã zs| k g^| f k äkáz^gki ~ä äkr ^f f ki Æ6 k ã^si äkáz^gk{ k| é sã óóá sg^zzó ^f ~èé° és{ kã ^ã kñák| ãsi k ^ã ^ äkr ^f Æ

+~è| gsz{ k{ f kä Mk kãk ér ^| yki ? äÆMkykä p~äér k áäkãk| é^és~| ^| i r^äi ï ~äy ~pér k - ká^äé{ k| éÆ6 k ^ãyki r s{ é~ q~ f ^gy é~ ãzsi k £Æ6 k ^ãyki spér k äkãèzéã s| g~ää~ä^éki á~áèz^és~| áä~xkgés~| ãØ^| i spér^ér^ã { èg r s{ á^géÆ

? äÆMkykäã^si ér^éséãr~èzi s| gzèi k ér k á~áèz^és~| áä~xkgés~| ã f èég~èzi p~zz~ï èá ï sér ér^és| p~ä{ ^és~| Æ6 k ã^si ér^ésé{ ^ó | ~és{ á^géér k g~ãé~páä~xkgés~| ã ^ { ^x~ä^{ ~è| é f kg^èãk ér k s| pï^ãéäèg éèäk sã gèääk| ézó ãsöki p~äér k á~áèz^és~| áä~xkgés~| ãÆ

? ^ó~ä Jä~vPk{ á~äk ? ^r ^ppkó ^ãyki spér käk ï käk g~ãéã^î s| qã é~ áä~^gésî kzó i ~ ãkï kääkr ^f ~ääkáz^gk{ k| é^ã ä~^i ã ^äk f ks| q äká^îki Æ

? äÆMkykäã^si ér käk ^f ã~zèékzó ï käkÆ

? ^ó~ä Jä~vPk{ á~äk ? ^r ^ppkó ^ãyki spér sã sã ã~{ kér s| q f ks| q gèääk| ézó z~~ys| q ^éÆ

? äÆMkykäã^si ókãØér sã sã g~| ãsi käki ^| i á^äé~pér k ï ~äy f ks| q i ~| k sã qkéés| q ^| ~îkäz^ó ~pér k á^îs| q ãgr ki èzk ã~ ér^éï ~äy g^| f k g~{ f s| ki ï r käk ^áázsg^f zk ï sér äká^sää ~| r sq r vásãy èészséó s| pï^ãéäèg éèäkÆ6 k ã^si ér^éér kó^äk áä~^gésî kzó ï ~äys| q ï sér ^zzér k i ká^äé{ k| éã é~ { sésq^ék ér kãk áä~xkgéã ^| i sãäèkã ï sér s| pï^ãéäèg éèäkÆ

+~è| gsz{ k{ f kä\ kqkä{ ^| ^ãyki ï r käk ér k i ^{ ^q k óóá sg^zzó ~ggèääki Øpä~{ ér k s| ãsi k ~èé~äér k ~èéãsi k s| Æ

? äÆMkykäã^si ér^éóóá sg^zzó sésã ér k s| ãsi k ~pér k á sák ï r käk ér käk sã g~ää~ãs~| f èszé èá pä~{ ãèzpèäsg ^gsi ^| i { ~äk ^éér k i sãgr ^äq k á~s| éã pä~{ ér k p~ägk { ^s| ã s| é~ ér k qä^îsóó ãkï käØ^| i spséŒi ègé^zér k| ér käk sã ^ r sq r kääsãy f kg^èãk sé g~ää~i kã â èsgykäér ^| ér k JV+ ã~ séï szzi è{ á s| é~ ér k á sák â èsgykäï r sgr ^ggk zkä^ékã ér k áä~gkãã Æ

+~è| gsz{ k{ f kä\ kqkä{ ^| ^ãyki spér käk ï ^ã ^ ï ^ó é~ g~^éér k s| ãsi k ~pér k á sák ãÆ

? äÆMkykäã^si ér^éér kó g~{ k áäkg~^éki ^| i f kzskî ki ér^éér k g~^és| q z^ãéki ^f ~èé £û ók^ääã p~äér k p~ägk { ^s| ãÆ

? ^ó~ä 5 szf käé^ãyki r~ï g^á^gséó ^| i " - Qã Ω ggkãã~äó - ï kzzs| q Q| séãæï ~äy ~| ^ i ï kzzs| q ^| i ér k f èszi ~èép~äg^á^gséó áä~xkgés~| Æ

? äÆMkykäã^si ér^éér k ï ^ãékï ^ékär ói ä^èzsg { ~i kzï szzé^yk sés| é~ ^gg~è| és| ér k áä~xkgés~| ã p~äér k pèéèäk ^z~| q ï sér ér k ╔~ï { kékäs| qØ^| i ér k { ~i kzï szzi kékä{ s| k spsésã ãèsé^f zk p~äér k g^á^gséóÆ

+~è| gsz{ k{ f kä? è ã^si ér käk ï ^ã ^ ◊¢ûûØûûûqä^| éqsî k| é~ ér k P~ï | s| †û†° ^| i ^ãyki r~ï { èg r " ákñ r^i é~ á^ó p~äér k g~ãé~pér sã áä~xkgéÆ

? äÆMkykäã^si ér^é" ákñ ï szzf k pèzó äks{ f èääki p~äér k gèääk| éáä~xkgé^| i " ákñ r^ã ãák| é^f ~èé◊°•üØûûû ~èé~pér k ◊¢ûûØûûûÆ6 k ã^si ér^éï sér ér käk áä~xkgéã ^| i ï ~äys| q ï sér - / L Ω ká^äé{ k| é~p/ | îsä~| { k| é^zL è^zséóæ^| i - W7Ω sî sãs~| ~pW^ékä7| pï^ãéäèg éèäkæér^é

" á k ñ á ^ ó ã è á p ä ~ | é ^ | i é r k | ^ ã s | î ~ s g k ã ^ ä k ã è f { s é ê k i " á k ñ s ã ä k s { f è ä ã k i Ø ã ~ é r k á ä ~ x k g é ã ^ ä k p è z ó g ~ î k ä k i Æ

+ ~ è | g s z { k { f k ä 5 ä ^ ó ^ ä ä s î k i ^ é § ∞ ¢ ¶ á Æ Æ

" { ~ é s ~ | ï ^ ã { ^ i k f ó + ~ è | g s z { k { f k ä \ k q k ä { ^ | ^ | i ã k g ~ | i k i f ó + ~ è | g s z { k { f k ä ? è é ~ ^ á á ä ~ î k é r k Nk ï k ä + ~ z k g é s | q Nó ã é k { " ã ã k é 7 | î k | é ~ ä ó ^ | i " ã ã k ã ã { k | é Mk á ~ ä é Æ

VB P/ ∞Q@" @7? B QN Ł √ û æ

¡J Q*>7+ 4B MQ? ¬

? ^ ó ~ ä 5 s z f k ä é ~ á k | k i é r k J è f z s g 4 ~ ä è { ^ | i ^ ã y k i é r k ƒ ä ã é ã á k ^ y k ä é ~ g ~ { k è á Æ

4 s ä ã é é ~ ã á k ^ y ï ^ ã M ~ ã k { ^ ä ó N ^ | ~ ö ã y ó √ ^ ï k ã ~ p £ ü † ¶ * k g y ï ~ ~ i - ä s î k Ø 4 è â è ^ ó √ V ^ ä s | ^ ∞

À 5 ~ ~ i k î k | s | q Æ M ~ ã k { ^ ä ó N ^ | ~ ö ã y ó √ ^ ï k ã Ø £ ü † ¶ * k g y ï ~ ~ i - ä s î k Ø 4 è â è ^ ó √ V ^ ä s | ^ Æ Pr s ã s ã ^ f ~ è é ï ~ ä i ã f k q s | | s | q ï s é r é r k z k é é k ä P Æ á k ñ ^ | i | k s q r f ~ ä s | q { è | s g s á ^ z s é ó ~ p ƒ g s ^ z ã z ~ î k é ~ è ã k é r k f è ö ö ï ~ ä i ã é ä ^ | ã á ^ ä k | g ó Ø é ä è ã é Ø ^ | i é ä k k á ä ~ é k g é s ~ | Ø f è é é r k ó ^ ä k k { á é ó ï ~ ä i ã ^ | i ^ ä k ä k á z ^ g k i f ó ƒ ï k ~ é r k ä P √ ï ~ ä i ã z s y k Pr k ^ é k ä Æ Ł ~ ä é ä ^ ó s | q ó ~ è ä ã k z î k ã ^ ã g ^ ä s | q Ø ä k ã á ~ | ã s f z k ä k á ä k ã k | é ^ é s î k ã Ø z s y k ó ~ è ' ä k ~ | k ~ p è ã Ø f r k | ó ~ è ä ~ ä g r k ã é ä ^ é k i ã é ^ é k { k | é ã ^ | i î ~ é k ã á ä ~ î k ~ é r k ä ï s ã k Æ Pr k x è î k | s z k { ^ | | k ä ~ p á ä k ã k | é s | q á ä ~ g z ^ { ^ é s ~ | ã i k é ä ^ g é ã p ä ~ { é r k s ä ã s q | s ƒ g ^ | g k ^ | i ^ z ã ~ i k { ~ | ã é ä ^ é k ã é ^ ä ä ó s | q Ø f ^ ã é s | q î ^ z è ^ f z k { k k é s | q é s { k Ø ^ z ã ~ ã k k | s | é r k L Í " ~ p é ~ ï | r ^ z ã ï r k | ó ~ è f z ~ ^ é é ~ ä è | ~ è é é r k g z ~ g y Æ P ä k ^ g r k ä ó ^ | i i k g k s ó Q g ~ | g k ^ z k i @ - " ã ^ | i ? k { ~ ä ^ | i è { ã ~ p Q | i k ä ã é ^ | i s | q Ø l k z ^ ó k i á è f z s g ä k g ~ ä i ã ä k â è k ã é ã ^ | i p k k ã s | z s k è é ~ g s ä g è { î k | é á ~ z s g s k ã Æ P r s k î k ä ó Ø s | ƒ ^ é s | q é ^ ñ k ã ^ | i p k k ã è | i k ä é r k q è s ã k ~ p á ä ~ { ~ é s | q á è f z s g ã ^ p k é ó Q k { s | k | é i ~ { ^ s | ^ f è ã k Ø è | z ^ ï p è z g ~ | ƒ ã g ^ é s ~ | ~ p á ä ~ á k ä é ó Ø z s y k 7 ã ^ ï ^ é ^ | ~ é r k ä é ~ ï | Ø k î k | é r ~ è q r é r k á ä ~ á k ä é ó ~ ï | k ä i k g z ^ ä k i r k r ^ i ^ i k k i é ~ r s ã z ^ | i Æ Y ~ è é ~ ï | ã ^ ä k ^ z z é r k ã ^ { k Ø f è é " á k ñ s ã ^ é é r k á k ^ y Æ N s | g k é r k ã k p ^ z z è | i k ä é r k ^ f è ã k ~ p á ~ ï k ä è { f ä k z z ^ Ø f k | ~ ï r ^ î k ó ä ^ | | ó Æ P ~ ï | + ~ è | g s z { k k é s | q ã { è ã é f k ä k ã é ä è g é è ä k i Æ 4 ~ ä k { ~ ã é Ø ~ f k ó s | q é r k á k ~ á z k ' ã î ~ s g k Æ B è ä 4 s ä ã é " { k | i { k | é q è ^ ä ^ | é k k ã é r k ä s q r é é ~ ^ ã ã k { f z k Æ Ł è f z s g p ~ ä è { ã r ~ è z i | ~ é f k z s { s é k i é ~ ° § { s | è é k ã ï r k | ó ~ è r ^ î k Ø s | é r k á ^ ã é Ø ã á k | é r ~ è ä ã ~ | á ä ~ g z ^ { ^ é s ~ | ã Ø f r s g r é ^ y k ã ^ ï ^ ó p ä ~ { é r k á k ~ á z k ' ã f è ã s | k ã ã ~ | { ^ é é k ä ã é r ^ é g ^ | | k q ^ é s î k z ó s { á ^ g é é r k s ä z s î k ã Æ 4 ~ ä è { ã { è ã é s | î ~ z î k f ^ g y √ ^ | i √ þ ~ ä é r i s ã g è ã ã s ~ | ã ä k q ^ ä i s | q s ã ã è k ã ~ p g ~ | g k ä | Ø ä k î k ^ z s | q é r k i k g s ã s ~ | √ { ^ y s | q á ä ~ g k ã ã ^ | i r ~ ï é r k P ~ ï | x è ã é s ƒ k ã é r k { ã ~ é r ^ é ó ~ è ä g ~ | ã é s é è k | g ó g ^ | ^ g é è ^ z z ó g ~ | ã k | é Æ ? ~ ã é g ~ | ã k | é ^ q k | i ^ s é k { ã r ^ î k | ~ é f k k | ä ~ è é s | k Æ P r k ä k p ~ ä k Ø ~ | √ á ~ è é s | k ^ q k | i ^ s é k { ã ~ è q r é é ~ f k z s { s é k i é ~ ê ï ~ ~ ä é r ä k k Ø ~ á k | é ~ i k f ^ é k Ø k ã á k g s ^ z z ó p ~ ä ä k ö ~ | s | q ã Ø ^ | | k ñ ^ é s ~ | ã Ø k { s | k | é i ~ { ^ s | Ø Q - B ^ { k | i { k | é ã Ø ^ | i g ä k ^ é s î k f ~ ~ y y k k á s | q Æ Y ~ è ã ^ ó é r ^ é { ^ ó ã z ~ ï ~ è ä á ä ~ q ä k ã ã Ø f è é ã z ~ ï s | q é r k á ä ~ g k ã ã s ã k ñ ^ g é z ó ï r ^ é ' ã | k g k ã ã ^ ä ó Æ P r s ã ^ f è ã k ~ p

á~ï käsãi èk é~ ^ z^gy ~p^gg~è| é^f szséóØf èé^gg~è| é^f szséó sã g~{ s| qÆPr ^é‘ã séÆ6 ^áá ó
7|i ká k| i k| gk - ^óÆÃ

? ^ó~ä5 szf käé ér ^| yki ér k ãák^ykä^| i s| îséki ér k | kñéãák^ykä é~ g~{ k èáÆ

@kñéé~ ãák^y ï ^ã Nékî k| V^zk| és| k ~pNé~| k 5 zk| | "á^äé{ k| éã∞

À7xèãéï ^| éé~ ã^ó q~~i kî k| s| q é~ ér k +~è| gszØér k ? ^ó~äØ^| i ér k +~è| gszØ^| i ér ^| y ó~è p~ä
zkéés| q { k ãr ^äk ï r ^é‘ã f kk| q~s| q ~| s| Né~| k 5 zk| | "á^äé{ k| éã p~ä ér k z^ãéãkî k| ï kkyãÆ
4sãäéØ7ï ^| éé~ ãé^äé~ppf ó ã^ós| q ã~{ k ~p{ ó îskï ã r käk äká äkãk| éá k~á zk s| *èszi s| q ¶ ér ^é7
ãá~yk é~Øã~ sé‘ã | ~éüûûÁ { ó á~s| é~pîskï ^| i 7{ | ~ér käk é~ ä~gy ér k f ~^éÆ7{ xèãéq~s| q é~
ékzzó~è ï r ^ér ^á á k| ki Æé‘ã ^ îkäó ã^i ãé~äóÆ zã~Ø7r ^i ãè äq käó s| { ó zkpékókØã~ 7r ^îk
éä~è f zk ãkks| q { ó | ~ékãÆ7ï ~| ‘éq ké{ ó kókãsq r éf ^gy è| észér k k| i ~p" è q è ãéØã~ á zk^ãk f k^ä
ï sér { kÆPr k ãé~äó ãé^äéã ~| ? ^ó °ãi Æ7ï k| éé~ ér ä~ï ér k q^äf ^q k ~è é^| i | ~ésgki üû g^ääï käk
f ä~yk| s| é~ ~| ér k ãsi k ~p*è szi s| q ¶ÆPr sã sã s| Né~| k 5 zk| | ÆN~Ø7q ~ s| ãsi k ^| i g^zki ér k
á ~zsgk ^éü†oûü ^Æ Æ~| ? ^ó ¢ ^| i s| p~ä{ ki ér k{ ér ^éüû g^äär ^i f kk| f ä~yk| s| é~ ^| i ér kó
ã^si ér kó ï ~è zi ãk| i ã~{ kf ~i ó ~è éÆ é†oû¶ ^Æ ÆØr sgr sã ^ zséézk ~î käéï ~ r ~è ääz^ékäØér kó
g^zki { k ^| i ^ãyki { k é~ g~{ k ~è éãsi kÆ7ï ^ã ^zãk^i ó s| f ki Æ7q ~ ~è éãsi kØ^| i B pFgkä*Æ
? g=s| | kó ï ^ã ér k ~pFgkä s| gr ^äq k ^| i { ó á ~zsgk äká ~äé| è{ f kä sã †§ûûü¢°†ÆPr kó ãk| ééï ~
g^ääpä~{ "á kñ ^| i ~| k pä~{ +^äó ér k| ér kó ã^ï ^zzér k f z~~i s| { ó g^äØér kó ãk| é^ p~äk| ãsg
è| sépä~{ +^äóØã~ ^éér k k| i ~pér k i ^óØéï ^ã éï ~ g^ääpä~{ +^äó ^| i ~| k pä~{ "á kñÆPr kó
^ãyki á kä{ sãäs~| é~ é^yk ^ f z~~i ãï ^f Ø^| i 7q^îk ér k{ á kä{ sãäs~| ^| i ér k| á ~zsgk ^zã~
s| p~ä{ ki { k ér ^é^pékä ér kó zkpéNé~| k 5 zk| | Øér kó ï k| éé~ ér k Vszz^qk ~p*ä~^i ãé~| k
^á^äé{ k| éãØr sgr ^äk ï sér s| ï ^zys| q i sãé^| gk ~p" á kñ ^| i W^z{ ^äéÆPr k á ~zsgk é~zi { k ér kó
é~~y ã~ z~| q é~ q kéér käk f kg^èãk ér kó ï käk gr ^ãs| q r s{ Øér k g^ä ï ^ã ãé~zk| ^| i ér k ysi ã
xè{ á ki ~èéØã~ ér kó ï k| é~| p~~éÆPr kó i si g^égr ~| k ysi Ør k ï ^ã èá è| i käü•ÆPr kó zkér s{
q~ f kg^èãk r k ï ^ã ^ { s| ~ä^| i ã^si è| zkãã r k g~{ { séã { èäi käØér kó r ^îk é~ zkér s{ q~ s| ér k
Né^ék ~p@~äér +^ä~zs| ^ÆPr k á ~zsgk ^zã~ é~zi { kØ'B r Ø ~| ‘éï ~ääóØ k g^zki ér k á ^äk| éãÆ7p^
ysi sã ~èé^éü∘ûû s| ér k { ~ä| s| q f äk^ys| q s| é~ g^ää ^| i r ^ã ãgr ~~zér k | kñé{ ~ä| s| qØ r ^é
g~| éã~zi ~ ér k á ^äk| éã r ^îk µPr ^éï ^ã zsyk ^ x~yk é~ { kØã~ ï k g^zzér ksiá ^äk| éãØér ^éŒzsyk
i ~s| q | ~ér s| qÆN~Ø~| ? ^ó ¢ér ^éüü∘üü ^Æ Æ7z~~yki ~| ér k s| ékä| kéé~ qkéér k { ^ó~äŒ
| è{ f käé~ zk^îk r s{ ^ { kãã^qk ^| i ã~{ k~| k ^| ãï käki ér k á r ~| kØ^| i 7ï ^ã ~| ér k g^zzp~ä
| s| k { s| èékã ^| i ãsñãkg~| i ã ^éüü∘üü ^Æ Æ~| ? ^ó ¢ér Æ | i ér kó é~zi { k ér kó ï ~è zi äkz^ó ^
{ kãã^qk é~ ér k { ^ó~äÆ7z^ékäp~è| i ~è épä~{ "z^| +~zk{ ^| ér ^éér k { ^ó~ä| kî kääkgksîki ér k
{ kãã^qkØ r sgr sã îkäó ã^i Æ7^zã~ zkpé^ { kãã^qk p~ä{ ó zk^ãs| q ~pFgk ~| ? ^ó ¢ª±ér kó | kî kä
g^zki { k f ^gyÆ7ï k| éér käkØ^| i ér ksi ^éésée i k ï ^ãØ'Wk‘äk | ~éäkãá ~| ãsf zk p~ä ér k á ^äys| q
z~éØ^| i ér kó ï käk îkäó f è ãóÆÃ

? ^ó~ä5 szf käé ér ^| yki ér k ãák^ykä^| i s| îséki ér k | kñéãák^ykä é~ g~{ k èáÆ6 k é~zi
? äÆV^zk| és| k r k ï ~è zi p~zz~ï èá ï sér r s{ z^ékäÆ

@kñéé~ ãák^y ï ^ã "| x^| kéék J ~äékä ~p¢°•û *ä~^i ãé~| k W^ó∞

ÀB| N^éèäi ^óØ<è| k ü°ªØ7r^i ^| / Máróãsgs^| ékzz{ k { óf~ióg~| é^s| érkp^é^z ä^fskãîsäèãÆ7äkgksîki ér sãfäk^ér é^ys| qØásévs| vérkvåé~{ ^gr is^q| ~ãsãfkg^èãkØr sxkï ^zys| q ^z~| q 6èqrkã Néäkkéø7ï ^ã ^éé^gyki fó^| ^| s{ ^zÆ zk^ãrki i~qØf^äys| q é~ ^| | ~è| gk { ó ^ääsî^z^| i fks| q ï szpèzósq| ~äki fósêã~ï | käØè{ áki ^é{ k ^| i fsé{ kÆWrsxkérk ^ãã^èzé z^ãéki ãkg~| i ãØérk ãèppkäs| q g^èãki fóérk ^| s{ ^zØ^| s{ ^z~ï | käØ^| i ãóãék{ p^sxèäkã g~| és| èkãÆPrk ^éé^gyz^è| grki ^| ~äik^zér^és| gzèiki ^| èäqk| éikgsãs~| p~äáäkãkäî^és~| ~p zspkï sér s| xkgéki é~ñs| ã~äá~ããsfzkik^érØérkfèäik| ~pz~g^és| qérki~q~ï | käØk| q^qs| q z^ï k| p~ägk{ k| ép~äérk äsqré^gés~| Ø^| i zk^ä| s| q gèääk| é^| s{ ^zg~| éä~z^| i áèfzsgã^pkéó ~äi s| ^| gkã^| i fkr^îs~ääér^ék| ãèäkérk Jk^y~p5 ~~i >sî s| q r~zi ã { ~äkéäèk p~ä^| s{ ^z äkãsik| éãér^| rè{ ^| äkãsik| éãÆ2 ófi~óØ{ óã^pkéóØ^| i { ór~èãkr~zi r^îkfkk| îs~z^éki Æ Päèãés| { óg~{ { è| sóó^| i áèfzsgã^pkéós| ãésèés~| ãr^ãfkk| fä~yk| Æ2 ó^éé^gyg^| ãkäîk^ã ^ g^é^zóãép~äérk "ákñP~ï | +~è| gszé~i~fkéékäÆP~k| ãèäkáèfzsgã^pkéóï sérs| séã f~è| i^äskãØ'ákñãr~èzi g~| ãsikäèészsös| qáèfzsgã^pkéópè| iãé~kãé^fzsãr séã~ï | ^| s{ ^z g~| éä~zk| p~ägk{ k| éä^érkäér^| äkzós| q ~| ~îkäfèäik| kiØãr~äévåé^ppki W^yk +~è| éó"| s{ ^z +~| éä~zØr~ãk^gés~| ãäkppkgé~| "ákñÆPr~ãk^gés~| ã^| i fkr^îs~ää{ sqré| ~éfkr~ï "ákñ ï ^| éãé~fky| ~ï | ^| i ãkk| Æéérk{ s| s{ è{ Øérk P~ï | +~è| gszãr~èzi k| ^gé^| ^| s{ ^z g~| éä~z~äi s| ^| gkér^és{ á~ãkã ╪kã^| i gr^äqkã { k^| s| qpèzk| ~èqré~ s| gk| ésísök äkãá~| ãsfzk^| s{ ^z~ï | käãrsáÆ i i sés~| ^zzóØèfzsgã^pkéó { ~| skãg~èzi kãé^fzsãr ^ isqsé^z ^| s{ ^zäkqsãéäópäéä^gys| q ^| s{ ^zã‘rk^zér^| i z~g^és~| ïrk| ^éé^gyã~ggèäÆ7 érkg^ãk~p{ ó ^éé^gyØérsãï ~èzi r^îkáäkîk| éki { órèãf^| iØ<kppäkóØpä~{ äsãys| qrsã^pkéóq~s| qi~~äé~ i~~äé~ z~g^ékérk^| s{ ^z~ï | käÆPr^| yó~èp~äó~èäés{ kÆ

? ^ó~ä5 szfkäérk^| ykiérkãák^ykä^| i s| îséki érk | kñéãák^ykäé~ g~{ kèáÆ

@kñéé~ ãák^yï ^ã / zsö^fkér *äè| | kä~p°û§ 6s| é~| Néäkkéø

À6 kzz~Ø7{ / zsö^fkér *äè| | käØ°û§ 6s| é~| Néäkkéø Æãó~è‘îkrk^äi { kã^ófkp~äkØ7{ ^ zspkz~| qfèäsikäØää~èi é~fk^fèãákää~| Æ7z~îk5~"ákñÆ7{ qz^iér^éä~èékã^äk kñá^| is| qéisgk^| r~èäÆ5~Päs^| qzksãq~s| qé~ãk| iãkäîsgkèá6sqrï ^ó£ÆØ@~| kérkzkãäØ ïk‘äk^zã~r^îs| qáä~fzk{ ãïsérã^pkéó~| f~^äiÆ7{ rkäké~ãr^äkã~{ kérs| qér^é^zz~póè g~èzi ╪nérsãîkäóïkkyÆ7{ q~s| qé~ázk^iïséró~èé~k| iérkfèãiké~èäÆ+èääk| ézóØ5~"ákñ sãfks| qp~ägki i~ï | érk N^zk{ Néäkkég~| ãéäègés~| ö~| kÆPr^é{ k^| ã | s| kî^zè^fzkfèãé~áã r^îkfkk| kzs{ s| ^éki p~ä^z~| qüüv{ ~| érákäs~iÆ7z~ãé{ ór~{ kvf^ãki fèãé~á^| i { ó ãkg~| ivfkãé^zékä| ^ésîkfèãé~áÆ'zzá^ãäk| qkäãz~ãé^ggkããé~ érkfkãéfèiqkéãr~áás| q s| ékäãkgés~| Ø'ákñJk^yï ^ó^é>^èä^-è| g^| ÆWkz~ãé^ggkããé~4~~i >s~| Ø>7->Ø~zz^äPäkkØ ^| iérkéräspéãé~äk ã~érkfèãg~èzi q~érä~èqr^g~| ãéäègés~| ö~| kÆ4~ägs| qérkzséék "ákñ fèã~îkäérkä^szä~^iéä^gyã^| iérä~èqrg~| ãéäègés~| { k^| ãér^éérkzsykzsr~~i ~pikz^óãsã kñá~| k| és^zórsqrkäÆN~{ kés{ kãérkfèãsäk^zózègyóØ^| iérkiäsîkäãéäóé~ãé^ó^ï ^ópä~{ f^ääskäãØrsgr { k^| ãérkógäkká ^z~| q ^éérksä| ~ä{ ^zá^gkØrsgr sãxèãé†û { szkã^| r~èäØ fèé~| ï kkyi^óãØérkfèãsãzsykzóé~fkîkäóz^ékØ^| iérk| z^ék^q^s| Øz~~á ^pékäz~~áØ fkg^èãk~pérkg~| ãéäègés~| ö~| kÆã^äkãèzóØäsîkää^äkérk| p~ägki é~i~èfzkérksäáákkiÆ

B è ä á ~ ~ äzó i kãsq| ki zséézk " äf ~ g f è ã î kr sgzk g^| | ~ér ^| i zk ¢û é~ £û { szkã á kär ~ èäÆN~{ k
f è ã i äsî kää ókzØ'6 ~zi ~| ÆPr k| ér ^ép^ãékä f è ã ä^éézkã ^| i ãï ^óãØf ~è| gkãØ^| i ér ä~ï ã äsi kää
~è é ~pér ksä ãk^éãÆ@~é^zzér k és{ kØf è éï r k| ï k'äk äk^zó f kr s| i ãgr ki è zk ^| i p~ägki é~ ä^{ á
è á ÆPr käk'ã ^ á ^sä ~p6 ~zó Ná äs| q ã äkãsi k| éã ï r ~ { ^yk î si k~ã ^f ~è ééä^| ãséØ^| i s| ^ äkgk| é
î si k~ ^f ~è é5 ~" á kñØér kó z^è q r s| q zó ókzØ'" säf ~ä| k≥'' ï r k| ér kó'äk é~ããki ~è é ~pér ksä ãk^éã
zsyk ^ ä~zkä g~^ãékäÆ" säf ~ä| k≥'' ^| i sé'ã pè| | ó ï r k| ó~è'äk ï ^égr s| q séØf è éér kãk ^äk ó~è| qØ
^f zk√f ~i ski { k| ^| i ï k r ^î k î è z| kä^f zk 5 ~ " á kñ á ^ãã k| q kääØér k kzi käzó ^| i ér k ó~è| q kãéÆ
Pr kó'äk ^éér k q äk^ékãéäsäy ï r k| ér ä~ï | èá ï ^äi Æî käó { ~ér kä^| i f ^f ó á ^sä ér ^é7î k ãkk|
~| ^| " á kñ f è ã ï ^ã g~{ s| q pä~{ ^ p~~i á ^| éäóÆPr k ãéä~zkä ï ^ã ãéè ppki ï sér i ~| ^éki
q ä~gkäskãÆé'ã r ^äi é~ q kéér ^éá ^äk| é^| i ãéä~zkäèá ér k f è ãÆ*è éér k| s{ ^q s| k ï k'äk f kr s| i
f kg^è ãk ~pg~| ãéäè gés~| Øf k'äk f kr s| i f kg^è ãk ~pz~^i s| qØ^| i ér k f è ã i äsî kä ãé^äéã q~s| q
p^ãékäÆ säf ~ä| kØf è éér käk'ã ^ f ^f ó ~| f ~^äi Æ7{ á zk^i s| q ï sér ó~è é~ ãé~á ér k i ké~è äØé~ zké
ér k f è ã q~ f ^gy é~ séã äkq è z^ä ä~è ékØkéér k f è ã i äsî kä ãz~ï i ~ï | Ø^| i { ^yk ãè äk ér ^é^zz
á ^ããk| q kää ^äk ã^pkÆPr ^| y ó~è Ã

? ^ó~ä 5 szf käéér ^| yki ér k ãák^ykä ^| i s| îséki ér k | kñéãák^ykä é~ g~{ k è á Æ

@kñéé~ ãák^y ï ^ã J r szWkzgr ~pü¢•ü *sq >k^p>~~á ∞

À5 ~~i kî k| s| qØ? ^ó~äØ+~è| gsz? k{ f kääØãé^ppØ^| i | ksqr f ~ääÆ ó| ^{ k sã J r szWkzgr Æ
7zsî k ^éü¢•ü *sq >k^p>~~á s| " á kñÆ7ï ^ã ãr ~gyki f ó ^ äkgk| éá äkãk| é^és~| ~| M^zksq r 'ã
r ~è ãs| q ãséè^és~| ÆPr k é^zy s| i sg^éki ér ^éM^zksq r kñá kgéã é~ ^i i ^f ~è é¢ûû ^pp~äi ^f zk r ~{ kã
á kä ók^ä s| ér k | kñé pî k ók^ääØér ^é'ã ér k q~~i | kï ãØkñgká ép~ä ér k p^géér ^éM^zksq r 'ã
^pp~äi ^f zk r ~è ãs| q á z^| kãés{ ^éki ér k gséó z~ãé^f ~è é¢Øûû ^pp~äi ^f zk r ~{ kã á kä ók^ä ~î kä
ér k á ^ãé ãkî kä^zók^ääÆWr szk " á kñ r ^ã | ~éz~ãé^pp~äi ^f zk r ~{ kã ~| ér sã äg^zkØ7y| ~ï ér ^é
{ ^| ó ~p~è ä| ^éè ä^zzó ~ggè ääs| q ^pp~äi ^f zk r ~{ kã ^äk f ks| q äká z^gki f ó z^äq käØ{ ~äk
kñá k| ãsî k r ~{ kãØkãá kgs^zzó s| ér k | ksqr f ~är ~~i ã ^ä~è| i i ~ï | é~ï | Æ| Nká ék{ f kä†û†¢Ø
ãg~äkã ~p^i î ~g^ékã g^{ k é~ ^ +~è| gsz{ kké s| q é~ á ~s| é~è éér k | kki é~ á ä~ékgéér k äkãsi k| éã
~p" á kñ'ã { ^| è p^géè äki r ~{ k g~{ { è| séskãÆ~ãs| q ^| ó ~| k ~pér kãk g~{ { è| séskã ï ~è zi
{ k^| z~ãs| q ^f ~è éüûû ^pp~äi ^f zk r ~{ kãÆ ãér k P~ï | q ~kã ér ä~è q r ér k á ä~gkãã ~pè á i ^és| q
séã z~| q √á^| qk á z^| ØJk^y J z^| †û£ £Øf k ãr ~è zi g~| ãsi käá äkãkäî s| q ér k ^pp~äi ^f zk r ~{ kã s|
^zz~p~è ä{ ^| è p^géè äki r ~{ k g~{ { è| séskãÆPr kãk g~{ { è| séskã á ä~î si k ^pp~äi ^f zk r ~{ kã é~
{ ^| ó ~p~è äkããk| és^zï ~äykäãØs| gzè i s| q äké^szgzkäyãØz^| i ãg^ákäãØg~| ãéäè gés~| ï ~äykäãØ^| i
r k^zér g^äk ï ~äykäãÆ ã ï k p~è| i ~è éi è äs| q ér k +B V7- á ^| i k{ sgØér kãk kããk| és^zï ~äykäã
{ ^i k ãè äk ~è ä qä~gkäó ãé~äkãØ è äãs| q r ~{ kãØg~| ãéäè gés~| ãsékãØ^| i ~ér kä f ^ãsg ãkäî sgkã
g~| és| è ki i è äs| q ér k á ^| i k{ sgÆpér kãk ï ~äykäã ^äk i sãáz^gki é~ ~ér kä é~ï | ã ^| i g~è| éskãØ
ér ksä ^f szsóó é~ á ä~î si k ér kãk f ^ãsg ãkäî sgkã s| " á kñ ï szf k g~{ á ä~{ sãki ÆWk'äk ãkks| q ér ^é
r ^á á k| | ~ï ^ã ér k äkãsi k| éã ~pér k +r ^ér ^{ /ãé^ékã ? ^| è p^géè äki 6~{ k +~{ { è| séó s| +^äó
r ^î k f kk| p~ägki é~ zk^î k ér k ^pp~äi ^f zk r ~{ kã ï r käk ér kó'î k zsî ki p~ä üû ók^ääã ~ä{ ~äk ^| i
ãkäî ki ér k g~{ { è| séóÆlä~î sãs~| ãr ~è zi f k { ^i k s| " á kñ'ã J k^y J z^| †û£ £ é~ á äkãkäî k

" ákñ‘ã { ^| èp^géèäki r~{ kã^ã | ^éèä^zó~ggèääs| q ^pp~äi ^f zk r~{ kãÆPr sã ï szzäkâèsäk ^
ãákgs╒g gz^ããs╒g^és~| s| ér k Jk^y Jz^| é~ { ^s| é^s| ér k ^pp~äi ^f zk r~{ kã s| érkãk g~{ { è| séskã
ï r szk ^zz~ï s| q p~äs{ áä~îk{ k| éã~pér k r~{ kãÆ7äkâèkãéér ^éó~è sããèk s| ãéäègés~| ã é~ " ákñ‘ã
z~| q \á^| qk áz^| | käãé~ é^yk ér sã ^gés~| ÆPr sã sã ^| s{ á~äé^| é~áá~äéè| séó é~ ãr~ï ér k
| ksqr f~ääs| ~èä { ^| èp^géèäki r~{ k g~{ { è| séskã ér ^éï k äkg~q| sök ér k { ^ã î^æ^f zk
{ k{ f käã~p~èä g~{ { è| séóÆPr ^| y ó~èÆÃ

? ^ó~ä 5 szf käé ér ^| yki ér k ãák^ykä^| i s| îséki ér k | kñéãák^ykä é~ g~{ k èáÆ

@kñéé~ ãák^y ï ^ã <^gâèsk " ó^z^ ï sér 6^f sé^ép~ä6 è{ ^| séó 5 äk^ékä M^zksqr ∞

À5 ~~i kîk| s| qØ? ^ó~ä^| i P~ï | +~è| gsz? k{ f käãÆÉ‘ã q~~i é~ ãkk ^zz~pó~è ^q^s| Æ
" ã ó~è y| ~ï Ø{ ó | ^{ k sã <^gâèsk " ó^z^ ï sér 6^f sé^ép~ä6 è{ ^| séó 5 äk^ékä M^zksqr Æ7{ r käkØ
zsyk J r sØé~ ^ãy ó~è é~| sqr éé~ áä~ékgé~èä| ksqr f~ääs| { ^| èp^géèäki r~{ k g~{ { è| séskã ^ã
ér k P~ï | i kîkz~á ã séã | kï g~{ áäkr k| ãsîk áz^| Øér k Jk^y Jz^| †û£ £ÆMsqr é| ~ï Øãkîkä^z~pér k
i ä^péãgk| ^äs~ã p~äér k Jk^y Jz^| áäkãk| éki ~| ér k áè f zsg s| áèéï kf á^qk ï ~èzi i kãsq| ^ék
{ ^| èp^géèäki r~{ k g~{ { è| séskã ^ã áäs{ ^äó ~ä á~ék| és^zqä~ï ér ^äk^ãÆWk‘äk g~| gkä| ki ér ^é
ér sã i kãsq| ^és~| ï ~èzi s| gäk^ãk ér ^éi sãáz^gk{ k| éáäkãäèäk ï k‘îk f kk| g~| gkä| ki ^f ~èép~ä
^ z~| q és{ k ~| ér k äkãsi k| éã ï r ~ zsîk s| ér ~ãk g~{ { è| séskãÆQ| p~äéè| ^ékzóØp~äér k kãés{ ^éki
üØûûû äkãsi k| éã ï r ~ zsîk s| ér k ér äkk { ^| èp^géèäki r~{ k g~{ { è| séskã s| " ákñØér käk ^äk
îsäéè^zzó | ~ r ~èãs| q ~á és~| ã ^é ér ksä á äsgk á ~s| éØksér käs| " ákñ ~ä s| W^yk +~è| éóÆ╒pér kãk
äkãsi k| éã ^äk i sãáz^gki pä~{ ér k kñsãés| q g~{ { è| séó ï r käk ér kó zsîk r käk s| " ákñØér kó ï szz
r^îk îsäéè^zzó | ~ï r käk é~ q ~Æ6^f sé^é è| i käãé^| i ã ér ^é ér k P~ï | { ^ó á äkpkä i kîkz~á { k| é
á äs| gsázkã ér ^éï ~èzi ^zz~ï p~ä { ~äk g~| | kgésî séóÆWk ^zã~ zsyk ér ^éÆWk ï ^| é{ ~äk éã^| ãsé
s| pä^ãéäègéèäk ^| i p~gèãki qä~ï ér ^äk^ãÆ*èéï k i ~ äkãák gépèzzó ^ãy ér ^éó~è äkg~| ãsi kä^| ó
áz^| ér ^é á èéã pèäér kä i sãáz^gk{ k| éáäkãäèäk ~| ~èä { ~ãéî èz| kä^f zk | ksqr f~ääØ{ ^| ó ~p
ï r ~{ r ^îk f kk| s| Ø^ã ó~è ^zzy| ~ï Ø| ér k g~{ { è| séó p~äi kg^i kãÆ ã Jr szã^si Ø| †û†¢ï k
áäkãk| éki ér k +~è| gszï sér ^ zkéékäpä~{ ~îkä^ i ~ök| p^sér zk^i käã s| ér k g~{ { è| séóØ^z~| q
ï sér ér ~èã^| i ã ~pák és~| ãsq| ^éèäkã pä~{ " ákñ äkãsi k| éã ér ^é^ãy ó~è é~ ╞i ^ï ^ó é~
áäkãkäî k ér ~ãk { ^| èp^géèäki r~è ãs| q g~{ { è| séskã ^ã ^pp~äi ^f zk r~è ãs| qÆ4~äér k | kï kä
+~è| gsz{ k{ f käãØî k‘äk r ^á á ó é~ ãr ^äk ér ~ãk { ^ékäs^zã ï sér ó~è ^ã ï kzzÆŸ~è ^zã~ r k^äi pä~{
äkãsi k| éã pä~{ ér ~ãk { ^| èp^géèäki r~{ k g~{ { è| séskã ï r ~ ãr ^äki ï sér ó~è ér ^é" ákñ sã ér ksä
r~{ kÆWk r~á k ér ^éó~è g~| ãsi kä^ ï ^ó é~ áäkãkäî k ér kãk r~{ kã s| ér k | kï Jk^y Jz^| Æ╒p
äki kîkz~á { k| é~pér kãk ^äk^ã äk { ^s| ã ^ áäs~äséó p~äér k P~ï | Øî k ^ãy ér ^éó~è ~| zó ^zz~ï
äki kîkz~á { k| é~| zó p~ä ^pp~äi ^f zk r~è ãs| q ér ^é sã f~ér ╞^| gs^zzó ^| i áä^gésg^zzó ^ggkããsf zk
é~ ér k gèääk| é{ ^| èp^géèäki r~è ãs| q g~{ { è| séó äkãsi k| éãÆWk ï ~èzi f k r ^á á ó é~ i sãgèãã
^| ó si k^ã ér ^éó~è r^îk ~ä^| ó si k^ã ér ^éï k r^îkÆPr ^| y ó~è îkäó { èg r p~äér k és{ k ^| i ér k
~á á ~äéè| séó é~ g~{ { k| éÃ

J^qk †ü ~p¢ü

? ^ó~ä 5 szf käé ér ^| yki ér k ãák^ykä^| i s| îséki ér k | kñéãák^ykä é~ g~{ k èáÆ

@kñéé~ ãák^y ï ^ã +^äk| \ szkä ~p° û° 7| ékäs~ä +~èäéœ

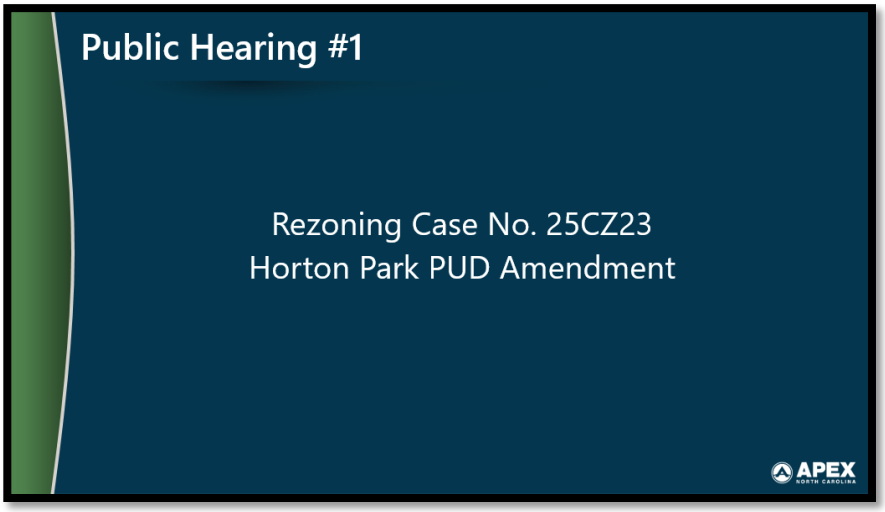
À5 ~~i kîk| s| qÆ ó | ^{ k sã +^äk| \ szkäØ° û° 7| ékäs~ä +~èäéØ' ákñÆsäãéØ7ï ^| éki é~ ã^ó ér ^é7{ qä^ékpèzp~ä ér k f sé~päkzskp^| i r~ák ï k'îk q~éék| pä~{ ér k á^îkäã f ks| q áèés| ~| ér k gèäák| éãsi k ~pér k g~| ãéäègés~| ^| i p~ä ér k ák äs~i ~p| sqr ér ~èãa p~ä ér k g~| ãéäègés~| Æ7 ï ~èzi zsyk é~ gz^äspó ér ^éï k'äk | ~éxèãé^i î~g^és| q p~ä ~èäãsi k ~pér k ãéäkké s| ékä{ ã ~p á~ék| és^z^zékä| ^ésîkã é~ ér k ák^ qä^îkzãsi kï ^zy á^ér ÆWk ãr ~èzi | ~ï f k z~~ys| q é~ï ^äi ï r ^é g^| f k i ~| k p~ä ér k ~ér käãsi k ~pér k ãéäkké^ã g~| ãéäègés~| f kq s| ã ér käk ï sér s| ér k | kñé { ~| ér ~äéï ~Æ l~ék| és^z^zékä| ^ésîkã é~ { ^yk sé{ ~äk ^ggkããsf zk ^| i zkãã i kãéäègésîk g~èzi f k é^áá { ^éã ~ä ^ ãáä^ó é~ ãk^z^| i z~gy s| ér k ák^ qä^îkzÆ ã p~ä Nk^f ~^äi Néäkké Ø{ ^| ó äkãsi k| éã ^| i äkãsi k| éã pä~{ | k^äf ó é~ï | ã ï r ~ r ^îk f kk| ^ä~è| i ér k i ~ï | é~ï | ^äk^ p~ä ók^ääã ^| i i kg^i kã ^äk á ä~f ^f zó ï kzz^ï ^äk ~pér k gèévérä~èqr i ké~èä ó~è g^| é^yk ~| Nk^f ~^äi Néäkké ^| i ér ^é^z~| k ãr ~èzi f k k| ~èqr á ä~~pér ^éák~ázk ~pék| é^yk ^i î^| é^qk ~pgèés| q ér ä~èqr ér käk ^ékñgkããsi k ãák ki ãÆé'ã kî si k| éér ^éér sã g~| ãéäègés~| á ä~xkgér ^ã kñ^gkäf ^éki ér sã á ä~f zk{ Ø^| i ér ^é'ã ï r ósé~èqr éé~ f k ^i i äkããki ï sér ãák ki f è{ á ã ^| i 7ér s| y r ^î s| q ^ á ~zsgk ~pfgkä ãé^és~| ki ér käk g~zkgés| q ãák ki s| q i ^é^ sã | ~é^| ^ggèä^ék { k ^ãèäk ãs| gk ák~ázk ï szzãz~ï i ~ï | f kg^èãk ~pér k ák ägksîki á ~zsgk áäkãk| gkØ r sgr g~èzi èzés{ ^ékzó f k ^ á~~ä èãk ~pér k ~pfgkä'ã és{ kÆ^ãéés{ k 7ãá ~ykØ7{ k| és~| ki ^| s| éká^gésîk ãèäîkó ã~ ï k g^| r k^ä pä~{ ér k ák~ázk ér k { ãkzîkã ^ã ï k q~ ér ä~èqr ér käk á ä~xkgéá ä~á ~ã^zãÆ^zã~ ér s| y sé ï ~èzi f k f k| k fgs^zé~ r ^îk ^| ~| q~s| q i sãgèããs~| ér äk^i ^f ~èé ér käk sããèkãØ r kér kä ér ä~èqr ^ ãkäskã ~pãèäîkóã ~ä { ^ófk ^i i sés~| ^zá è f zsg L Í " kî k| éã ^z~| q ér k ï ^óÆ7q k| è s| kzó pkkzér ^éï k g~èzi r ^îk i sãgèããki ^| i g~| ãsi käki ér k á ~ék| és^zsããèkã ér ^ég~èzi g^èãk i kz^óã p~ä ér sã á ä~xkgéØ^| i ï k g~èzi r ^îk g~{ k èá ï sér ^ á ä~^gésîk ^á á ä~^gr p~ä r ~ï ér k g~| éä^gé~ä ék^{ ï ~èzi äkg~îkä z~ãéés{ k ^| i p~zz~ï ^ ãéäègéèäki á z^| ér ä~èqr ér k g~| éä^géÆ " i i sés~| ^zóØ r k g~èzi r ^îk i sãgèããki ér k éóák ~pá^ér ï ^ó ãèäp^gk ï k ï ~èzi á äkpkä é~ r ^îk ^| i s| gzèi ki ér ~ãk ^zékä| ^ésîkã s| ér k f èi qké^gg~äi s| qzóØkãák gs^zó ï sér ^ | ~ï ◊§Æ { szs~| f èi qkéÆ| äkéä~ãák géØér k g~ãé~pér k é^áá { ^éã ~ä ér k ãáä^ó i sãgèããki ^f ~îk ï ~èzi f k zkãã ér ^| ~| k ák ägk| é~pér k é~é^zá ä~xkgé g~ãéÆ>^ãézóØ r k g~èzi ^zã~ q ^ér kä pääér ^| i kñák äsk| gkã pä~{ ér ~ãk ï r ~ r ^îk i äsîk| ér ä~èqr ~ä á^äyki f ^gy ~| Nk^f ~^äi Néäkké ~îk ä ér k ók^ää ^| i äkgk| ézóÆ7r ~ák ï k g^| f kéékä g~{ k é~qk ér kä ^| i ï ~äy é~qk ér kä ^ã ^ g~{ { è| sóó ^| i éäèzó f k ér k Jk^y ~p5 ~~i >sîs| qÆ7^zã~ ï ^| éé~ ã^ó ér ^é{ ó q~~i päsk| i ^| i g~zk^qèk ØN^ï ókäØg^| | ~é f k r käk é~| sqr éf kg^èãk ãr k'ã ï ~äys| qØf èé7{ îkäó qä^ékpèzp~ä ~èä i ó| ^{ sg i è~ ék^{ ÆPr ^| y ó~èÆ

? ^ó~ä 5 szf käé ér ^| yki ér k ãák^ykä ^| i s| îséki ér k | kñéãák^ykä é~ g~{ k èáÆ

@kñéé~ ãák^y ï ^ã 4ä^| 6 èi ã~| ~p£ £ †¢ Mkñ M~^i ∞

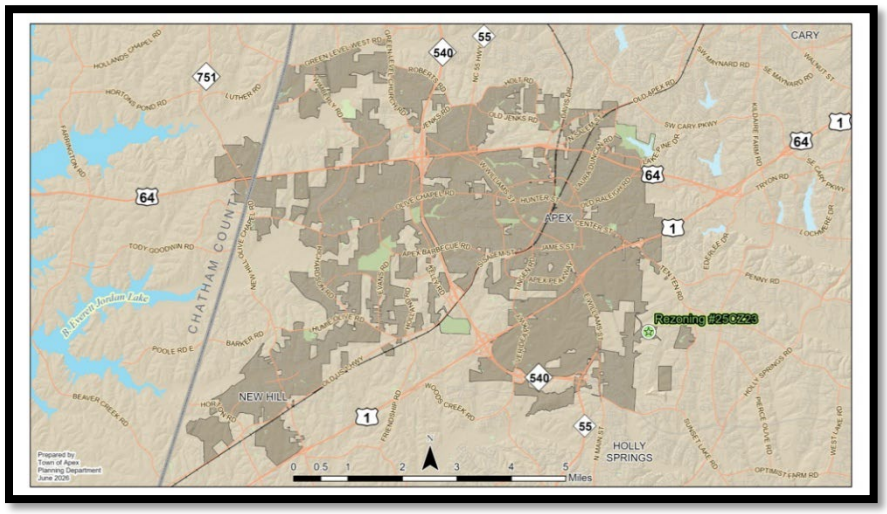
À6 kzz~Ø4ä^| 6 ~èãkäÆN~ääóØ6 èi ã~| Æ7^géè^zzó ä^| ^gä~ãã ^ Nèáäk{ k +~èäéi kgsãs~| é~i ^ó ér ^ég^{ k ~èéØ^| i sé'ã é^zys| q ^f ~èéáä~ákäéó é^ñkãØ r sgr sã äk^zzó s| ékäkãés| qÆéŒJ~| q

1 îkäãèã7ã^fkzz^ +~è|éóØ^|i sép~gèãki ~| xèãég~{ ák|ã^és~| ^pékä^é^ñã^zkÆ*èéséqkéã
2 s|ékäkãés|q ^éérkk|i fkg^èãk <èãésgk Pr~{ ^ãkñá^|iã~| sé^|i é^zyã^f~èér~ï érk P^ys|qã
3 +z^èãk ï rsgr |kgkãã^äszóáäs~äsésökãr~{ k~ï |käãŒã~ákäéóäsqréã~îkäérkq~îkä|{k|éŒE
4 s|ékäkãé^|i s|kpFgsk|gó^|iáèfzsg|kgkãäsóóØér^éérkz^ï ~pérkz^|iá~ãéá~|kãkîk|áèfzsg
5 |kgkãäsóóé~ érkã^gäki ^|is|îs~z^fzkäsqréã~páäsî^ékáä~ákäéó^|iér^ég^{kpä~{ =kz~Ø
6 ï rsgr sã^f~èék{s|k|éi~{ ^s|Øï rsgr sã^zã~ s|ékäkãés|qfkg^èãkérks|p~ä{ ^és~| pä~{ ér^é
7 g^ãk sãér^éáä~ákäéósã^ |^éèä^zpè|i ^{k|é^zäsqréØ^|iérkáäs|gsá^z^s{ ~pã~gskéósãé~
8 áä~ékgés|isîsiè^zãs|érkk|x~ó{k|é~pér~ãk ^fã~zèékäsqréãîkãéki s|érk{ fóérk
9 s{ {èé^fzkz^ï ã~p|^éèäkØs|gzèis|qérkäsqréã~páäsî^ékáä~ákäéóÆNs|gk =kz~ ï ^ã^£≈¢
10 ikgsãs~|Ø7{ ï ~|ikäs|qspérsãsã^áäkîskï ~pérk{ ~îkäéèä|s|qér^é^|iáèées|qãéäsgékä
11 äkãéä^s|éã~| k{s|k|éi~{ ^s| fèéérsãï ^ã^f~èéáä~ákäéóé^ñkãØ^|iérk~ï |käãg^{kf^gyé~
12 érkg~è|éó^|iã^siérkáä~ákäéóï ^ãã~zi p~äzkããér^| r^zp~pï r^éséï ^ãï ~äérØfèéérké^ñkã
13 érkóï käkfks|qgr^äqkiï käk|ŒîˆzsiséŒ ƒäãéáz^gkÆN~ØéŒE^ äk^zzós|ékäkãés|qg^ãkØ^|i 7
14 érs|ykîkäófi ~ióãr~èzi äk^i séÆèãésgk Pr~{ ^ã^géè^zzóï ä~ék^éérkîkäók|iér^éï r^éï ^ã
15 i~|ké~ érkãkák~ázkï ^ãï ä~|q^|iØs| rsãîskï Øsykzóè|g~|ãéséès~|^zÆN~Øérk
16 g~|ãéséès~|^zséó~pérkãkérs|qãsãg~{ s|qé~ zsqréØ^|iák~ázk ^äkzk^ä|s|q{ ~äk^f~èéï r^é
17 érk+~|ãéséès~| ^|iï r^éséáä~ékgéÃÆ7xèãéï ^|éki é~ zkéóŒzzy|~ï ^rk^i ~pés{ kØfkg^èãk
18 ï rk|érsãg~{ kãérä~èqr ^|iák~ázkäk^zsökï r^éérké~ï |ãØ{è|sgsá^zséskãØ^|ig~è|éskãg^|
19 é^ykpä~{ érkák~ázk ~äé^ñérkák~ázk ~|ØéŒEq~s|qé~ ƒsákîkäóérs|qÆN~Øó~èäé^ñkãér^é
20 ó~èŒkké^zys|q^f~èéä^sãs|qØó~èy|~ï érkü£gk|éãØ^z~é~pér^éï szzq~ ^ï ^óÆŒE xèãéã^ós|q
21 ó~è|kkié~ äk^zzóäkãéäsgéãák|is|q^|igèé~èé^zzérk ƒèpØfkg^èãk~|ki^ó ó~èŒk|~éq~s|q
22 é~r^îk^|ó é~ ãák|iÆPr^|yó~èÆ
23
24 ¡JQ*>7+ 6/" M7@5 N¬
25
26 J6ü Mkö~|s|q +^ãk @~Æ†£+\†° ≈6~äé~| J^äy JQ- "{k|i{k|é
27
28 Jz^||kä77ØIz^||s|q - ká^äé{k|éØ<~ãrè^ =szzs^|Øq^îkérkp~zz~ï s|qáäkãk|é^és~|∞
29 ¡N>7- / @BÆü¬



30

1 ¡N>7- / @B Æ¬



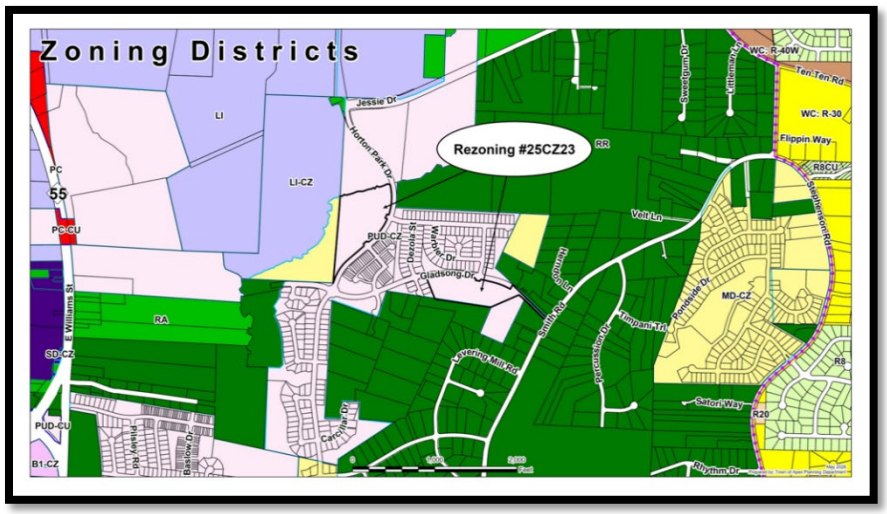
2

3 ¡N>7- / @B Æ¬



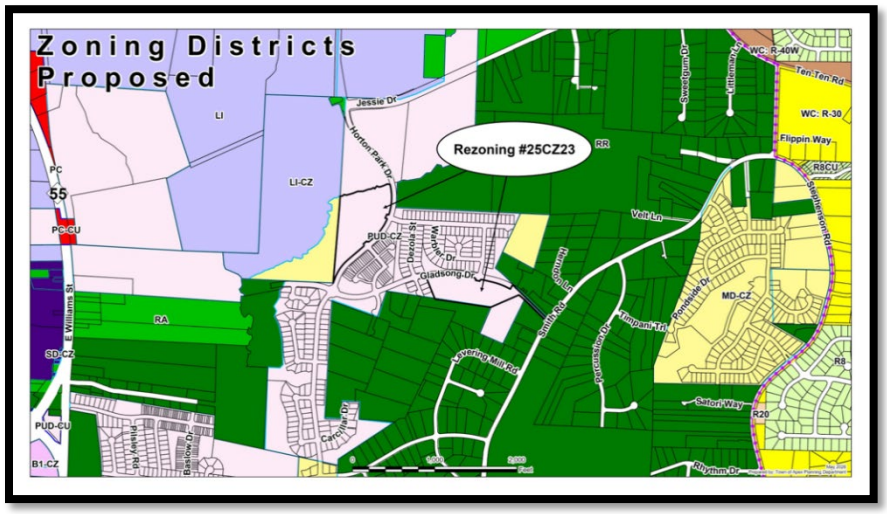
4

5 ¡N>7- / @B Æ¬



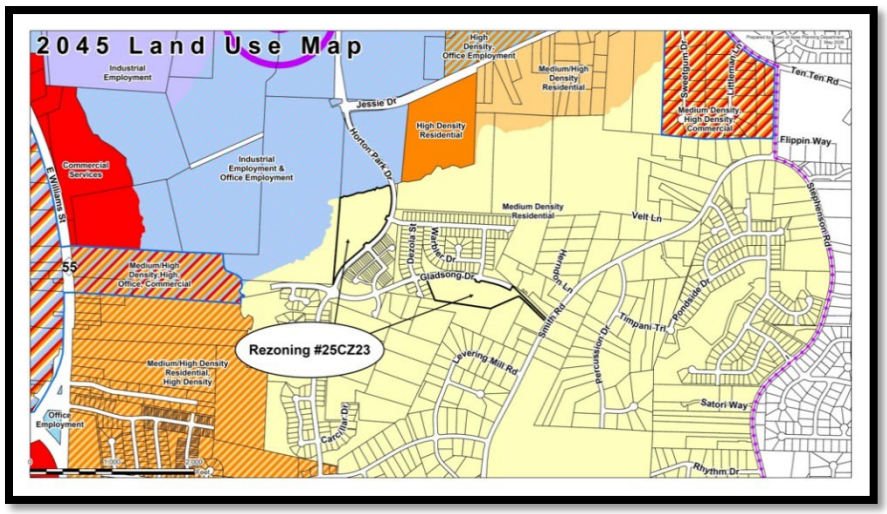
6

1 ¡N>7- / @B Æ£ ¬



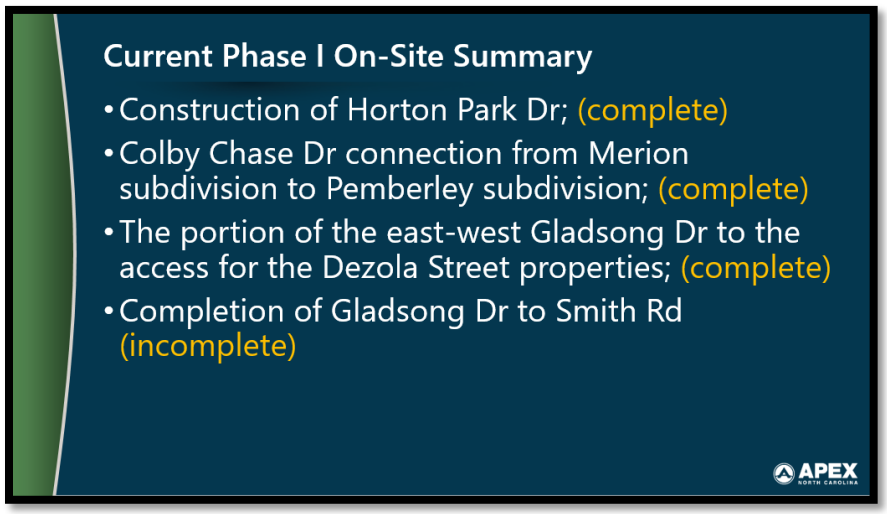
2

3 ¡N>7- / @B Æ§ ¬



4

5 ¡N>7- / @B Æ• ¬



6

1 ¡N>7- / @B Æ¶¬



2

3 ¡N>7- / @B ÆB¬



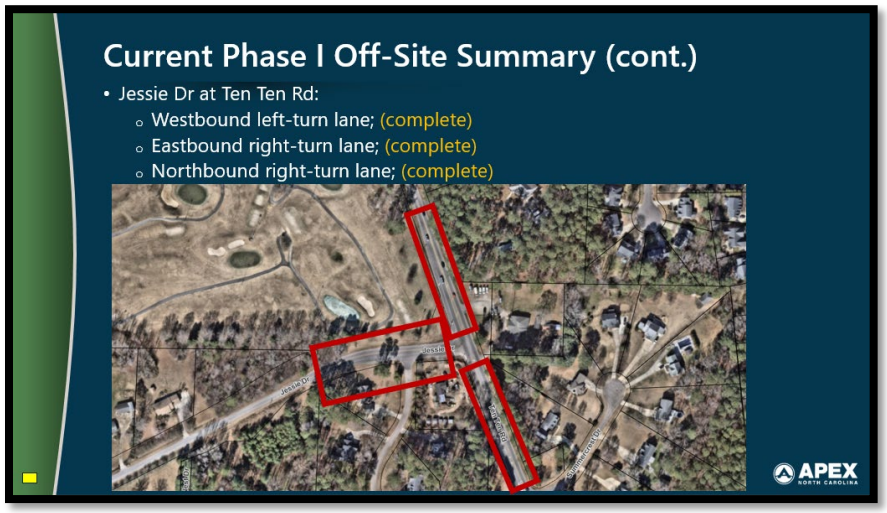
4

5 ¡N>7- / @B ÆüÛ¬



6

1 ¡N>7- / @B Æü ü ¬



2

3 ¡N>7- / @B Æü †¬



4

5 ¡N>7- / @B Æü °¬



6

1 ¡N>7- / @B Æü¢¬



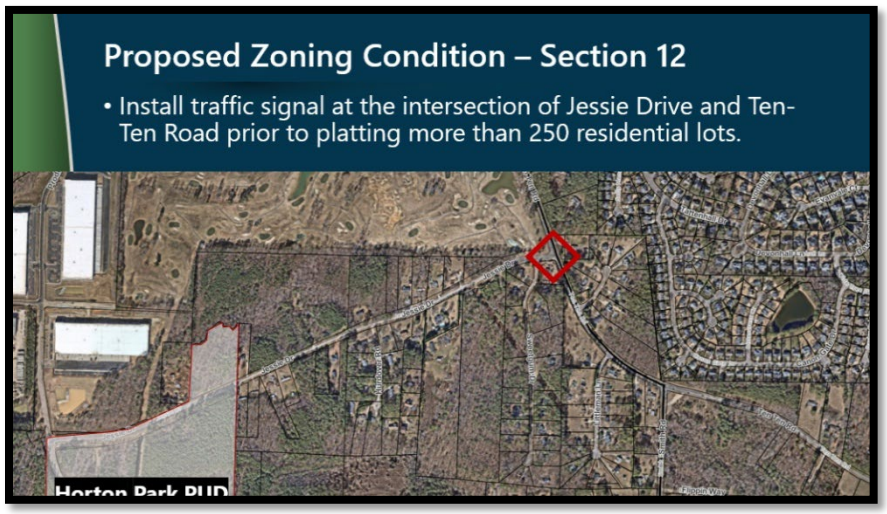
2

3 ¡N>7- / @B Æü£¬



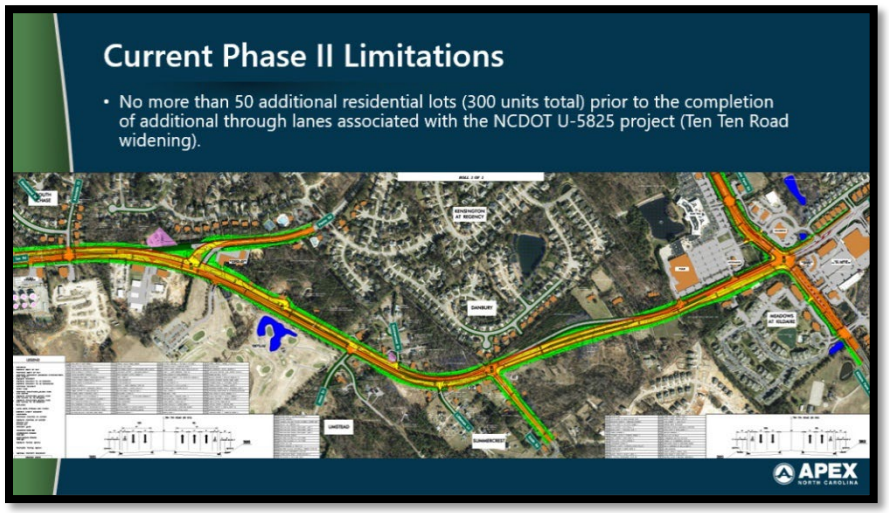
4

5 ¡N>7- / @B Æü§¬



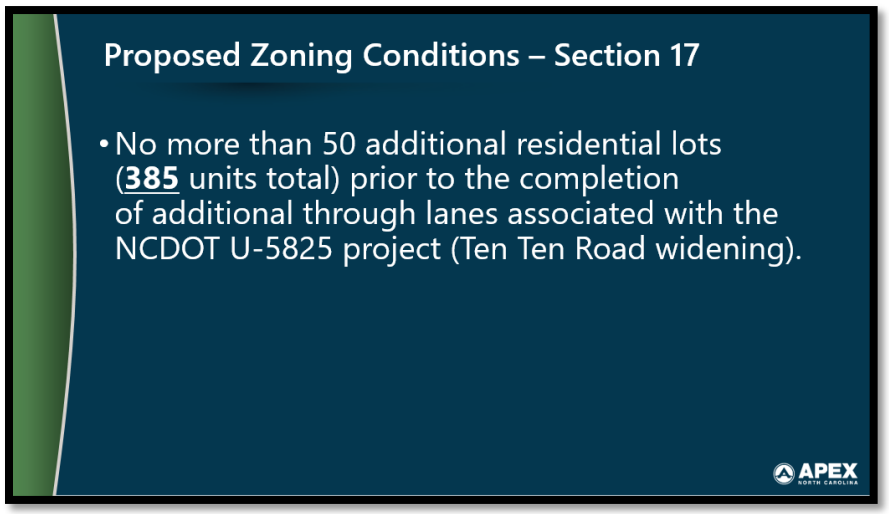
6

1 ¡N>7- / @B Æü • ¬



2

3 ¡N>7- / @B Æü ¶ ¬



4

5 ¡N>7- / @B Æü ß ¬



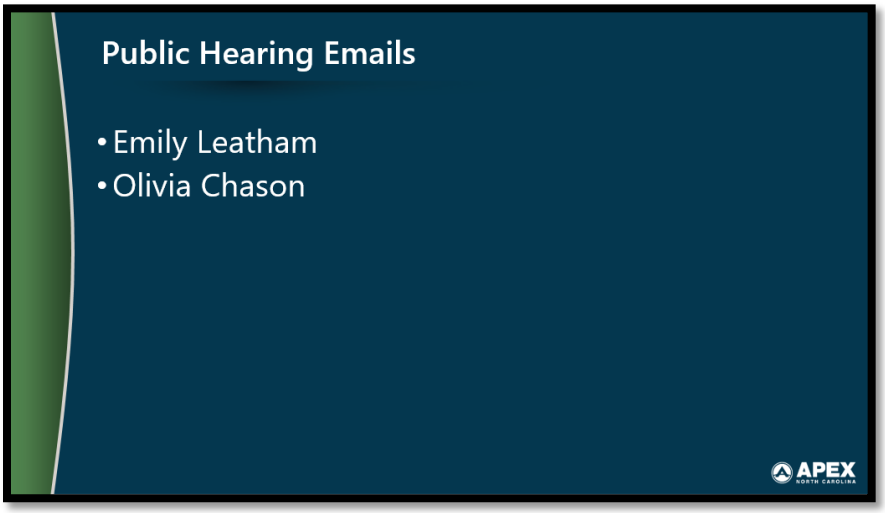
6

1 ¡N>7- / @B Æ†û¬



2

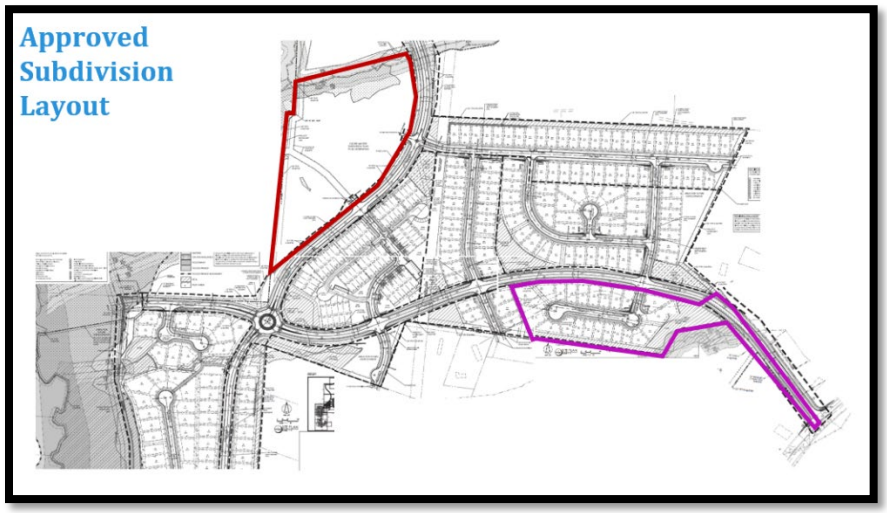
3 ¡N>7- / @B Æ†ü¬



4

5

1 ¡N>7- / @BÆ†¬



2

3 ? äÆ=szs^| ^ãyki spérkäk ï käk ^| óâèkãés~| ã^| i ã^si érk ^áázg^| ésãrkäk ï sér ^
4 áäkãk| é^és~| Æ
5 ? ^ó~ä5szfkäéér^| yki ? äÆ=szs^| p~äérkáäkãk| é^és~| ^| i ^ãyki +~è| gszspérkäk ï käk
6 ^| óâèkãés~| ãÆ
7 ? ^ó~äJä~Vk{ á~äk ? ^r^ppkó^ãyki spséï ~èzi fkäkâèsäki é~g~| ãéäègé^ éä^pFgzsqré
8 spsésãikékä{ s| ki é~fkï ^ää^| éki Æ
9 <kããsg^ ? g+zèäkØPä^pFgN^pkéó/| qs| kkäØã^si ér^és| ékäãkgés~| sãq~s| qé~fk
10 äkãéäsgéki ^ãá^äé~p6>ûûû• ï rsgr sããé^äés| qg~| ãéäègés~| | kñéók^ãã~séï szzfk^{ ~~éá~s| éÆ
11 ? äÆ=szs^| ã^si ér^éï ^ã^g~| isés~| pä~{ érkáäkîs~èãäkö~| s| qÆ
12 ? ^ó~äJä~Vk{ á~äk ? ^r^ppkó^ãyki spséï ~èzi fk^äsqrés| ^| i äsqré~èéÆ
13 ? äÆ=szs^| ã^si ér^éï ^ãg~ääkgéÆ
14 ? ^ó~äJä~Vk{ á~äk ? ^r^ppkó^ãyki spérkäk ï ^ã^| óg~{ { sé{ k| é~äää~xkgéér^é
15 ï ~èzi áä~îsik^zsqré^éPk| Vk| M~^i áäs~äé~érsãÆ
16 ? ãÆ? g+zèäkã^si ér^é-BPï ~èzi |~é^zz~ï ãsq| ^zsö^és~| è| észérsãá^äé~p6~äé~| J^äy
17 ï ^ãg~{ ázkéki p~äérkãsq| ^zé~fkï ^ää^| éki Æ
18 ? ^ó~äJä~Vk{ á~äk ? ^r^ppkó^ãyki spérsãï ^ã^| kï g~{ { sé{ k| épä~{ érk
19 ikîkz~ákäé~áèé^| kï zsqréér^é~érkäï sãkï ~èzi |~éfkg~| ãsikäki Æ
20 ? ãÆ? g+zèäkã^si ér^éï ^ãg~ääkgéØf^ãki ~| érkkñsãés| qg~| isés~| ãér^éï szzfkï r^é
21 érké~ï |ŒázÁ| sãp~äérk<kããsk-äsîks| ékäãkgés~| Æ
22 +~è| gsz{ k{ fkä? è ã^si érkäk ï szzfk°¶£é~é^zè| séã^| i ár^ãk~| kr^ã^zäk^iófkk|
23 fèszéØ^| i ^ãyki spfkp~äk^iis| q^| ~érkä†£ûr~{ kãérkéä^pFgzsqré^é<kããsk-äsîkï ~èzi fk
24 s| ãé^zäki Æ
25 ? äÆ=szs^| ã^si érkäk^äkgèääk| ézó†¢• r~{ kã^| i fkp~äkérkikîkz~ákäg^| fèszi °
26 { ~äkr~{ kãé~äk^grérk†£ûØérkikîkz~ákäï ~èzi r^îké~áèés| érkzsqré^é<kããsk-äsîkÆ6k
27 ã^si érkg^á sã~| zóäkz^éki é~érkPk| Vk| M~^i ï sik| s| qáä~xkgéfèéér^ésã| ~éérk{ ^ñs{ è{
28 è| séãp~äérkk| ésäkikîkz~á{ k| éØérkäk^äk ~érkäg~| isés~| ãér^é^äkéski é~~érkáä~äés~| ã~p
29 érsã^| i i sppkäk| éãgk| ^äs~ãÆ6kã^si spPk| Vk| ä~^i ï sik| s| qáä~xkgéi~kã| Œ{ ~îkp~äï ^äi sp
30 érkãk^äk { kéérk| érkzsqrég^| ŒfkséãéˆzäkÆ

+~è| gsz{ k{ f kä\ kqkä{ ^| ^ãyki spér k kñék| ãs~| ~p5 z^i ãé~| k - äsîk ï ^ã ^ Jr ^ãk ü äkâ èsäk{ k| éér ^ér ^ã| Œóké f kk| g~{ á zkéki Æ

? äÆ=szs^| ã^si ókãØ^| i ér ^ér ^ã| Œf kk| g~{ á zkéki f kg^èãk ér k z~éã r ^îk| Œf kk| á z^ééki p~äér k ãé^ppé~ ãsq| ^ ãèf i sîsãs~| á z^é^| i ^ggkáéér ^éäsqr é√~pv ^óÆ6 k ã^si ség~èzi r ^îk f kk| kñék| i ki f èéséï ~èzi r ^îk f kk| á^îk{ k| éãséés| q ér käk p~ä| ~ äk^ã~| Øã~ ér k kñék| ãs~| r ^i f kk| i kz^óki è| észér kãk r ~{ kã ï käk ãèf i sîsi ki ^| i á z^ééki é~ ér k| { ^yk ér k ╞ ^zkñék| ãs~| é~ g~{ á zkék ér k s| ékä| ^z| kéï ~äy ~| ér ksäãsék Æ

+~è| gsz{ k{ f kä\ kqkä{ ^| ^ãyki spér käk ï käk r ~{ kã pä~{ ér k | ~äér ér ^éï ~èzi f k| k ╞éÆ

? äÆ=szs^| ã^si ér ^ésã ï r ^éér k 6 ~äé~| J^äy - äsîk ^| i +~zf ó+r ^ãk - äsîk g~| | kgés~| ^| i ~érkäs{ áä~îk{ k| éã ér ^éï käk ár ^ãki ér ä~èqr Ø^z~| q ï sér ér k ╞ ^zs{ áä~îk{ k| éã pä~{ ér k <kããsk - äsîk á ~äés~| Øf k| k ╞éér k áä~ák äéskã é~ ér k | ~äér Æ

+~è| gsz{ k{ f kä\ kqkä{ ^| ^ãyki spá^äé~pér k g~{ { sé{ k| ésã ér ^éãkgés~| ï szzf k g~{ á zkéki Æ

? äÆ=szs^| ã^si ókãØér sã ãkgés~| ï szzf k g~{ á zkéki ï r k| ér kó^äk ^f zk é~ qké{ ~äk ér ^| ér äkk ^i i sés~| ^zè| séãØf kg^èãk ér k| ség^| ^zzf k á z^ééki é~qk ér käÆ

+~è| gsz{ k{ f kä\ kqkä{ ^| ^ãyki r ~ï i si ér k è| sé| è{ f kää gr ^| qk pä~{ †£û é~ °°£ é~ †¶£ è| séã ^| i ^ãyki ï r ^éér k ^i i sés~| ^z¶£ è| séã ^äk f ^ãki ~| Æ

? äÆ=szs^| ã^si ér ^éér k ^i i sés~| ^z¶£ è| séã g^| gèääk| ézó f k f èséf ^ãki ~| ér k äkîsãki éä^p╒gãéèi ó ér ^éï ^ã g~{ á zkéki f kp~äk ér sã ^áázsg^és~| g^{ k s| Æ

+~è| gsz{ k{ f kä\ kqkä{ ^| ã^si ér ~ãk ï käk ^zz{ è gr pèäér kä~ppãsék ã~ ér ^ééä^p╒gãészz ï ~èzi | kki é~ éä^îkääk Pk| Pk| M-^i s| ~äi kä é~ qkéé~ ã~{ k ~pér ~ãk s{ áä~îk{ k| é^äk^ãÆ6 k ã^si ér k g~{ { ~| ^zsó sã ér ^éPk| Pk| M-^i sã ãészzq~s| q é~ f k ér k f ~éék| kgyÆ

? äÆ=szs^| ã^si ókã ér ^ésã g~ääkgé^| i ér k ^{ k| i { k| ésã é~ ^zz~ï ¶£ ^i i sés~| ^zè| séã é~ f k ^i i ki ^| i ér ^éï ~èzi s| gzèi k ér k g~{ á zkés~| ~p5 z^i ã~| q M-^i ^| i f kp~äk 5 z^i ã~| q M-^i g^| f k g~| ék{ á z^éki ér k ãé~ázsqr éï ~èzi r ^îk é~ f k ^i i ki ^é<kããsk - äsîk Æ6 k ã^si ér ^é ^zz~pér käk ~ér kä~ppvásék s{ áä~îk{ k| éã ï käk éski é~ i sppkäk| éár ^ãkã ~pï r ^éŒkñsãés| q | ~ï Æ

? ãÆ? g+zèäk ã^si ér sã g^{ k èá ï r k| ér k äk^ããkãã{ k| é~pér k ^äk^ ~| gk ér k g~| | kgés~| pä~{ 6 ~äé~| J^äy é~ <kããsk - äsîk é~ Jä~i ègés~| - äsîk ï ^ã g~{ á zkéki é~ gäk^ék ^| ~ér käá ~s| é~p^ggkããØã~ s| ãék^i ~pr ^îs| q é~ qké~èé~| é~ Pk| Pk| M-^i séqsîkã ~ér kä ~áés~| ã é~ äk^gr ksér käs| ékägr ^| qk q~s| q é~ Jä~i ègés~| ~ä Jäsãés| k W^ékä ~îkä ^| i ér k| ^q^s| ér k g~| | kgés~| ã i ~ï | é~ +~zf ó+r ^ãk ï r sgr q^îk { ~äk g~| | kgésîséó ér ^éï ^ã| Œér käk s| ér k ~äsqs| ^zãéèi óÆ

+~è| gsz{ k{ f kä\ kqkä{ ^| ^ãyki spér sã ï ^ã k| ~èqr äkzskpé~ ï ^ääˆ| é^| ~ér kä ¶£ è| séãÆ

? äÆ=szs^| ã^si ér ^éï ^ã ï r ^éér k éä^p╒gãéèi ó g~| gzèi ki Æ

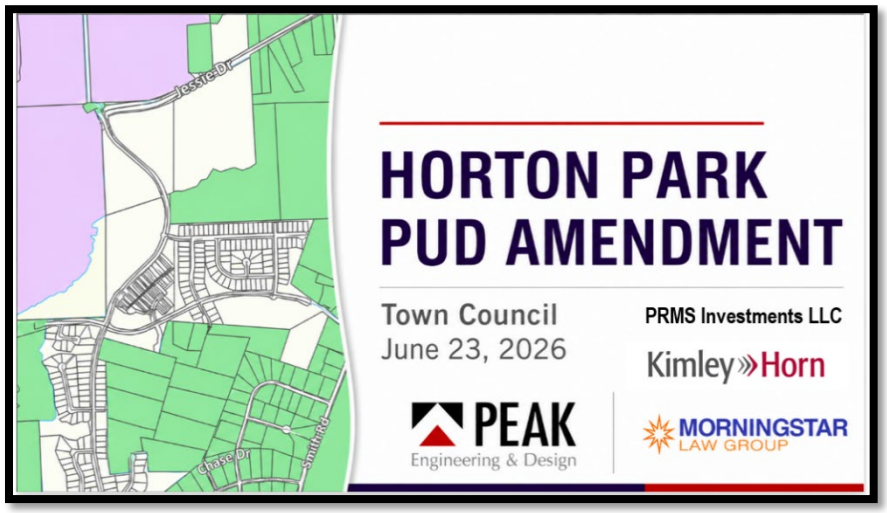
? ^ó~ä 5 szf käé^ãyki spér käk ï käk ^| ó pèäér käâ èk ãés~| ã ^| i s| îséki Nk| s~ä 6 ~èãs| q Ná kgs^zsãéØ äsg N^| gr köØé~ ãák^yÆ

Nk| s~ä 6 ~èãs| q Ná kgs^zsãéØ äsg N^| gr kö ãèáá ~äéki ér k áä~xkgé^| i ér k ^áázsg^| ésã äkâ èk ãés| q äkzskppä~{ g~| i sés~| ã ér ^éï käk ^qäkki é~ s| †ûü¶Æ6 k ^ãyki ér ^é+~è| gszg~| ãsi kä ér k á~zsgskã ér ^éï käk s{ ázk{ k| éki ^| i ^qäkki é~ p~äér k " pp~äi ^f zk 6 ~èãs| q g~{ á~| k| éÆ6 k

äkg~{ { k| i ki ér ^éér käk f k ã~{ k zkîkz~p^pp~äi ^f szséó p~äér k r ~è ãs| q ér ^é sã f ks| q
á ä~á ~ãki ï r kér kä sé sã ¶£ è| séã ~ä ü° £ è| séã p~äér k ^á á zsg^| éÆ
? ^ó~ä 5 szf käé ^ãyki spér sã ï ^ã i sãgè ããki ï sér ér k i kîkz~á käÆ
? äÆN^| gr kö ã^si ókã ^| i ér k sããè k ï ^ã zkpé~á k| ^ã ^| è| äkã~zîki sããè k ï sér ér k
6 ~è ãs| q - sî sãs~| Æ
? äÆ=szzs^| ã^si ér k g~{ { k| éï ^ã { ^i k s| ér k ãé^ppäkî skï á ä~gkãã ^| i ér k ^á á zsg^| é
i si é^yk | ~ék ~psé^| i ~á éki | ~é é~ s| gzè i k ér ^é s| ér sã ^ã ér käk sã | ~ s| gäk^ãk s| i k| ãséóÆ6 k
ã^si ér ^é äkg~{ { k| i ^és~| ï ^ã { ^i k f ^ãki ~| 6 ~è ãs| q ãé^ppf è é i si | ~é f kzskî k ér ^é sé ï ^ã
i sãgè ããki ï r szk r k ï ^ã ^éék| i s| q ér k { kkés| qÆ
+~è| gsz{ k { f kä \ kq kä{ ^| ^ãyki ï r ^éér k ~äsq s| ^z^pp~äi ^f zk r ~è ãs| q g~{ { sé{ k| é
ï ^ãÆ
? äÆ=szzs^| ã^si ér ^éér käk ï ^ã | ~é^| ^pp~äi ^f zk r ~è ãs| q g~{ { sé{ k| éØ^ã ér käk ï ^ã| ŒE
^| ^pp~äi ^f zk r ~è ãs| q á ~zsgó s| †ûü• ~ä †ûü¶Æ
+~è| gsz{ k { f kä 5 ä^ó ã^si sé z~~yki zsyk ér k ~äsq s| ^z^á á zsg^és~| á äki ^éki " á kñŒE
^pp~äi ^f zk r ~è ãs| q ^| i ã~ ér k â è kãés~| ï ~è zi f k ãr ~è zi ér k gè ääk| é á z^| f k äkéä~^gésî kzó
s{ á ~ãki Æ
+~{ { è| séó - kî kz~á { k| é Í @ksq r f ~är ~~i +~| | kgés~| ã - säkgé~äØ? ^äz^
@kï { ^| ã^si ãé^ppsã | ~é ^ãys| q p~ä ^ äkéä~^gésî k ^á á zsg^és~| f è é ^äk ^ãys| q ï sér äkq^äi é~ ér sã
gr ^| q k ér ^éŒEf ks| q { ^i k f kg^è ãk ér sã sã ãészzg~| ãsi käki ^ äkö~| s| qØ^| i ãé^ppsã á ä~á ~ãs| q sé
^á á zó é~ ~| zó ér k ¶£ ~ä ér k ü° £ è| séã p~äér k ^pp~äi ^f zk g~{ { sé{ k| éÆ
+~è| gsz{ k { f kä \ kq kä{ ^| ^ãyki spér käk ï ^ã ^| ^pp~äi ^f zk g~{ { sé{ k| é { ^i kÆ
- säkgé~ä @kï { ^| ã^si ér ^éér k ^á á zsg^| é i si ^gy| ~ï zki q k ér k äkg~{ { k| i ^és~| f è é
~á éki | ~é é~ { ^yk ^| ~ppkä p~ä ^pp~äi ^f zk r ~è ãs| qÆ
+~è| gsz{ k { f kä ? è ã^si sé ï ^ã ^á á ä~î ki s| sés^zzóÆ
- säkgé~ä @kï { ^| ã^si ér k s| sés^z^á á ä~î ^zï ^ã { ^| ó ók^äã ^q~ ï r k| ér käk ï ^ã | ~
á ~zsgó s| á z^gkØï r sgr sã ï r ó ãé^ppsã ~| zó g~| ╞ s| q ér k äkg~{ { k| i ^és~| é~ ï r ^éŒEf ks| q
á ä~á ~ãki é~i ^óÆ
? ^ó~ä 5 szf käé ^ãyki spér k ^pp~äi ^f zk r ~è ãs| q g~è zi f k f ä~è q r é f ^gy ^| i { ~î k
p~äï ^äi ï sér ér k ^á á zsg^| é ãá k^ys| qÆ
? äÆ=szzs^| ã^si ér ^é f kg^è ãk ér käk ï käk | ~ ^i i sés~| ^zè| séã ér ^| ï r ^éï ^ã á äkî s~è ãzó
^á á ä~î ki ØJ z^| | s| q Né^ppi si | ~é ãkky é~ s| gzè i k ér sã äkâ è kãés| ér k ãé^ppäká ~äéÆ
? ^ó~ä 5 szf käé ã^si ér ^é sã è| i käãé~~i ^| i ^ãyki spér käk ï käk ^| ó ~ér kä â è kãés~| ã p~ä
ãé^pp^é ér sã és{ kÆ

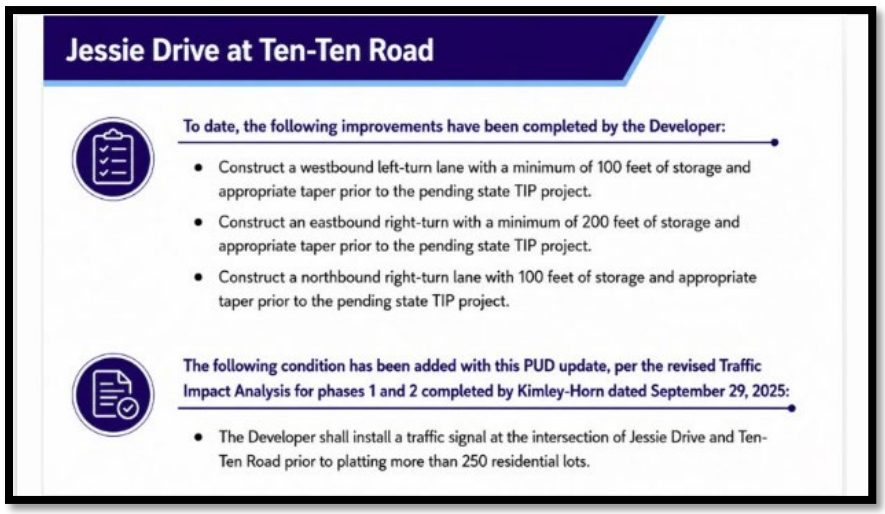
>késgs^ Nr ^á sä~ ~| f kr ^zp~pér k ^á á zsg^| é? ~ä| s| q Né^ä >^ï 5 ä~è á Ø^z~| q ï sér <kpp
M~^gr ~pJk^y / | q s| kkäs| q q^î k ér k p~zz~ï s| q á äkãk| é^és~| ∞

1 ¡N>7- / @B Æü ¬



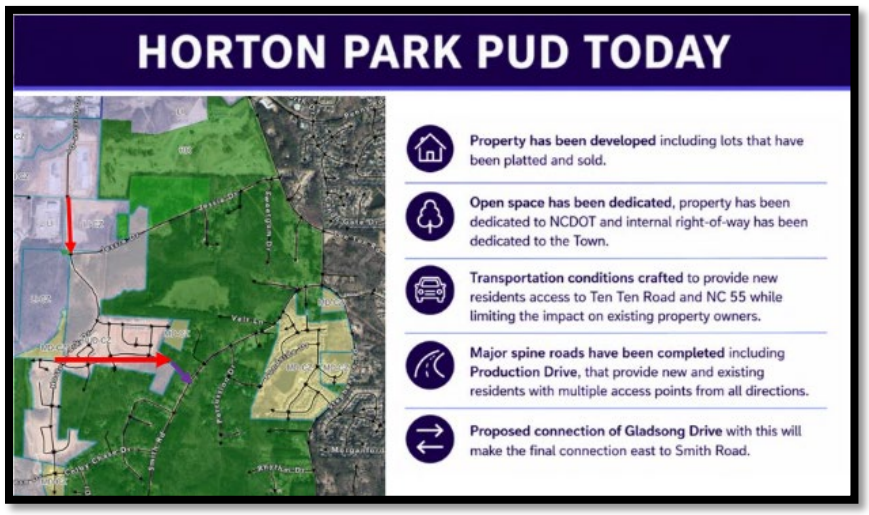
2

3 ¡N>7- / @B Æý ¬



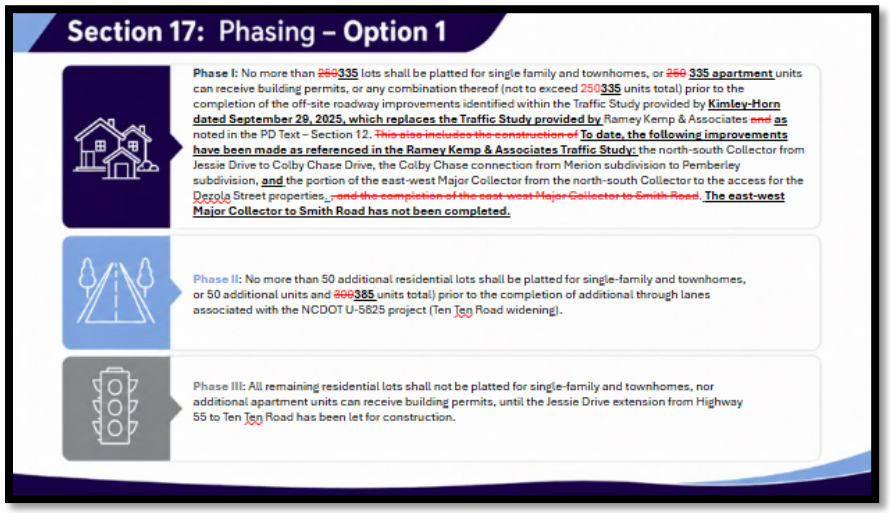
4

5 ¡N>7- / @B Æþ ¬

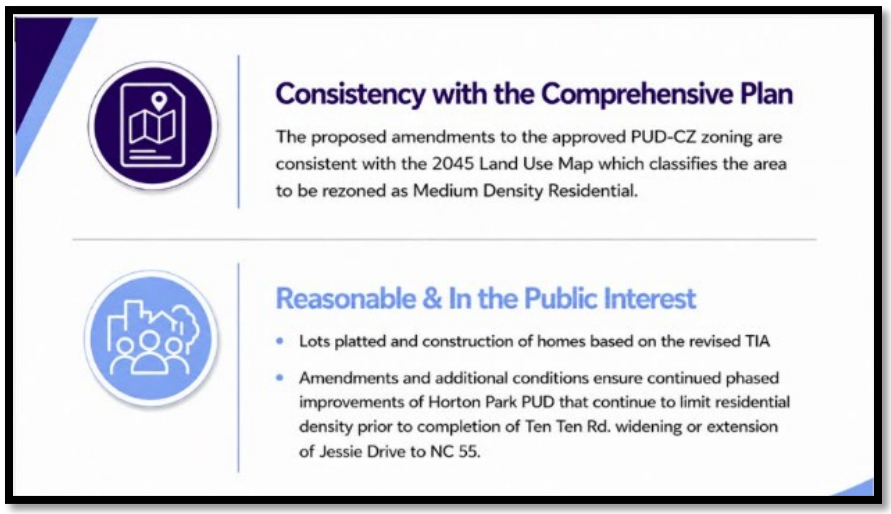


6

¡N>7- / @B Æ¢¬



¡N>7- / @B Æ£¬



+~è| gsz{ k{ f kä\ kqkä{ ^| ^ãyki sp^pp~äi ^f zk r~èãs| q ï ~èzi f k äkg~| ãsi käki Æ

<kpp M~^gr ï sér Jk^y / | qs| kkäs| q ^| i - kãsq| q^îk ^| ~îkäîskï ~pérk r sãé~äó~pér sã á ä~xkgé^á á zsg^és~| ï sér érk { ^ñ i k| ãséó~p^f~èé¶ûû è| séã p~ä^zz~p6~äé~| J^äy ï r sgr s| gzèi kã ^| ^á^äé{ k| é g~{ á zkñ^äk^ ér^ésã á~i ¢ ~| <kããsk - äsî kÆ6 k ã^si érk gr^| qkã ï käk { s| s{ ^zé~ érk ~äi s| ^| gk ~ä érk JQ- ^{ k| i { k| é^| i ykká séäkãéäsgéki é~ éä^| ãá~äé^és~| gr^| qkãÆ6 k ã^si ér^éPk| Pk| M~^i r^ã f kk| ~| á z^| ã p~ä érk á^ãé{ ^| ó ók^äãé~ f k ï si k| ki ^| i sésã | ~égè ääk| ézó~| - B PŒüû√ók^ä á z^| Æ6 k ã^si Jä~i ègés~| - äsîk { ^i k ^ ã~è érkä| g~| | kgés~| é~ <kããsk - äsîk ï r sgr äkzskî ki érk éä^pfg á^éékä| ~pérk f ~éézk| kgy ~| Pk| Pk| - äsîkÆ6 k ã^si ér^é ér sã sã ãá kgsfg^zzó^ éä^| ãá~äé^és~| äkâ è kãé é~ ^zz~ï érk ^i i sés~| ^zè| séãÆ6 k | ~éki érkó^äk | ~é^ãys| q p~ä^| ó^i i sés~| ^zè| séã ^| i ^äk ~| zó^ãys| q p~ä gr^| qkã s| éä^| ãá~äé^és~| | è{ f käãØ^| i r^îk f kk| îkäó ãá kgsfg ï sér ãé^pp^f ~è é ér^éÆ

+~è| gsz{ k{ f kä\ kqkä{ ^| ã^si ér sã äkâ è kãé sã ^ãys| q p~ä äkzskpf kg^è ãk g~| i sés~| ã ~| érk qä~è| i r^îk gr^| qki Ø^| i ã~ r^îk " á kñŒá ~zsgskã ^| i ãé^| i ^äi ãÆ6 k ã^si s| †ûü¶ érkäk ï ^ã | ~ ãè gr ér s| q ^ã ^| " pp~äi ^f zk 6~è ãs| q á ~zsgó f è é s| †ûü¶ séï ^ã ^zã~ | ~é

^| ésgsá^éki ér k ä~^i g~| | kgés~| ér^ézki ér s| qã r käkÆ6 k ã^si séï ~èzi f k p^säkä é~ éäó é~ ï ~äy
ér ä~èq r ér sã ï sér ^ qsî k√| i √é^yk ^á á ä~^gr Æ6 k ã^si ^zér ~èq r ^pp~äi ^f zk r ~è ãs| q ï ^ã| Œá ^äé
~pér k ~äsq s| ^zg~{ { sé{ k| é ér ^é séï ^ã| Œè| äk^ã~| ^f zk p~ä+~è| gszé~ ^ãy p~ä^| ^pp~äi ^f zk
r ~è ãs| q g~{ { sé{ k| é f ^ãki ~| ér k á ~zgsk ã gè ääk| ézó s| á z^gk Æ

? äÆM~^gr ã^si séï ^ã è| äk^ã~| ^f zk f kg^è ãk ér sã á ä~»kgéï ^ã ^á á ä~îki s| †ûü• ^| i
†ûü¶ ^| i p~zz~ï ki kî käó ãs| q zk äkâ è kãéØ^| i ér käk ï ^ã ^| ^| ésgsá^éki Jä~i è gés~| - äsî k
kñék| ãs~| Æ6 k q^î k ^| ~î käî skï ~pér k r sãé~äó ~pér k ~äsq s| ^zäkö~| s| q ^| i ér k ï ~äy ér ^ér ^ã
f kk| i ~| k ãs| gk †ûü¶ Æ6 k | ~éki ér k i kî kz~á kär ^i | ~éá z^| | ki p~ä^i i sés~| ^zg~ãéã ~p^|
^pp~äi ^f zk r ~è ãs| q g~{ { sé{ k| éØã~ séï ~èzi gäk^ék ╪ ^| gs^zf è äi k| p~är s{ Æ6 k ã^si ér ^éér k
i kî kz~á kä ^zã~ ï k| é^f ~î k ^| i f kó~| i é~ q ~ é~ @+ - B P é~ q k éér k éä^p╪g ãsq| ^z^á á ä~îki ^é
<kããsk - äsî k ï r sgr ï ^ã â è sgykä ér ^| ér k é~ï | ï ~èzi r ^î k f kk| ^f zk é~ i ~ séÆ6 k ã^si <kããsk
- äsî k sã ^ î sé^zzs| y f kéï kk| Pk| Pk| M~^i ^| i 6 ï ó£ £Æ6 k ^i i ki ér ^é6 ~äé~| J^äy é~~y ~|
üØûûû é~ †Øûûû p~~é ãk gés~| ~p<kããsk - äsî k é~ kñék| i séØi ki sg^ék äsq r é~p ï ^óØ^| i f è szi r ^zp~p
<kããsk - äsî k é~ Jä~i è gés~| - äsî k Æ6 k ã^si ér käk sã ^| ~ér käi kî kz~á { k| éØ<kããsk +~{ { ~| ãØ
ï ~äys| q ~| i kî kz~á s| q ^| i ~| gk ér kó i ~Øér kó g^| kñék| i <kããsk - äsî k pèäér käÆ6 k ã^si ér ^é
ï ~è zi { ^yk ° i kî kz~á { k| éã f è szi s| q ^zz~pér ^éä~^i p~ä ér k P~ï | Æ6 k ã^si ér ^éér k i kî kz~á kä
sã éäós| q é~ f äs| q s{ á ä~î k{ k| éã é~ ér k é~ï | ^| i sã | ~ï ^ãys| q p~ä ér k éã^| ãá ~äé^és~|
^{ k| i { k| éãs{ á zó é~ g~| és| è k ér k ã^{ k á ^éékä| ~pi kî kz~á { k| éÆ6 k ã^si r ^î s| q ^|
^pp~äi ^f zk r ~è ãs| q g~| i sés~| sã î käó è| äk^ã~| ^f zk ~| ér k i kî kz~á käÆ6 k ã^si s| ér sã g^ãk ér k
^ãy sã z^ék ^| i g~{ s| q ^ã ^ ãè ääsãk é~ ér k i kî kz~á käÆ

? ^ó~ä 5 szf käé~á k| ki Jè f zsg 6 k^äs| q ^| i s| îsé ki ér k ╪äãé ãá k^yk äÆ

4 sääé ãá k^yk ä ï ^ã - ï sq r é Wäsq r é~p¶ü¢û N{ sér M~^i ∞

À? ^ó~ä 5 szf käéØP~ï | +~è| gsz? k{ f k äãØ f z^| | s| q - ká^äé{ k| é ãé^pp Æ? ó| ^{ k sã
- ï sq r é Wäsq r éØ¶ü¢û N{ sér M~^i s| " á k ñ ^| i N{ sér M~^i ï szzf k g~{ k 5 z^i N~| q M~^i Æî k
zsî ki ér käk { ~ãé~p{ ó zsp kØ^| i 7î k ãkk| ségr ^| q k pä~{ - kö~z^ Néäkk éé~ 5 z^i N~| q ÆPr k
äk^ã~| 7{ r käk sã é~ q k éã~{ k î käs╪g^és~| äk q ^äi s| q ^ggk ãã sf szsóÆ7äk î sãsék i ér k <è| k ¶ª
J z^| | s| q *~^äi { kké s| q Ø^| i ér k á z^| | käá äk ãk| és| q ér k g^ãk i sãgè ãã ki ^ggk ãã sf szsó ^z~| q
5 z^i N~| q ^ã ér ~è q r | ~ ^ggk ãã ï ^ã q~s| q é~ f k { ^i k Æ7r ^î k éï ~ äk ãsi k| gk ã ï r käk 5 z^i
N~| q sã q~s| q é~ f k f è széØ^| i 7ã~zi ér k k^ãk { k| é7r ^i Øf ^ãki ~| ^ á ^äésés~| Øé~ ér k
i kî kz~á käØf ^f z~ ã~Ø7{ r käk p~ä gz^äs╪g^és~| ^| i î käs╪g^és~| ér ^é7{ q~s| q é~ f k ^f zk é~
^ggk ãã ¶ü¢û ^| i ¶ü° ¢ 5 z^i N~| q M~^i Øf r sgr sã | ~ï N{ sér M~^i Øf sér ~è ér ^î s| q ^ z~é~p~è é√
~pá~gyk é k ñá k| ãk ãÆ7y| ~ï ä~^i ã ^äk k ñá k| ãsî k é~ f è szi Øf è é k zkî ^és~| g~è zi g~{ k s| é~
p^gé~äØkä~ãs~| g~| éä~z7 xè ãé ï ^| éé~ { ^yk ãè äk 7zzf k ^f zk é~ q k éér k äk f ^ãki ~| ér k kzkî ^és~|
^| i r ~ï ér k ä~^i ^| i î käs╪g^és~| f ^ãki ~| ï r ^éér k á z^| | käã^si ér ^é7g^| q k éé~ { ó éï ~
z~éã sã ï r ^é sé sãØè ãé p~ä gz^äs╪g^és~| á è ää á~ãk ãÆr ^| y ó~è Æ

? ^ó~ä 5 szf käé ér ^| yki ér k ãá k^yk ä^| i ^ãyki sp^| ó~| k ï ^| éki é~ f äs| q gz^äsó ó é~ ér k
ãá k^yk äŒâ è kãés~| ãÆ

Nk| s~ä Pä^| ãá~äé^és~| / | qs| kkä Mêããkzz- ^zé~| ã^si ér^ésp? äÆWäsqré~| zór^ã ^ggkãã é~ ér^éä~^i ï ^ó p~ärsã i äsîkï ^ó érk| séáä~f^fzóï ~èzi fk^z~é~päkg~äi fóäsqré^| i "ákñï ~èzi r^îké~ qä^| érs{ i äsîkï ^ó^ggkãã é~ ér^éä~^i ï ^óÆ

? ^ó~ä 5 szfkäéfä~èqréérk sék{ f^gyé~ +~è| gszp~äi sãgèãã s~| ^| i ^á~ãã sfzk{ ~és~| Æ

+~è| gsz{ k{ fkä 5 ä^ó ã^si ^éérk és{ k érsã äkâèkãé päãég^{ k p~ä^ááä~î^z^pp~äi ^fzk r~èãs| q ï ^ã| Œ^ á~zsgó^| i sésã | ~ï ^| i sã ä~fèãézó k| p~ägki Ø^| i érk âèkãés~| sãr~ï è| sâèk érsã ãgk| ^äs~ sã^| i érk á~ék| és^z~pãkéés| q ^ áäkgki k| ésã érk g~| gkä| Æ6 k ã^si érkäk sã | ~é^| s| gäk^ãk s| z~éã^| i r k sã s| gzs| ki é~ ãèáá~äéérsã áä~xkgéï sér érk g~| i sés~| ã^ã sãØf èé ^áäákgs^éki fäs| qs| q érk r~èãs| q âèkãés~| p~äï ^äi Æ

? ^ó~ä Jä~vPk{ á~äk ? ^r^ppkó ã^si sésã^áää~áäs^ék é~ ^ãy ãr~èzi érkäk fk^pp~äi ^fzk r~èãs| q s| érsã ãséè^és~| ^| i érk^| ãï käé~ér^éâèkãés~| sãq~s| q é~ ikák| i ~| ï r^égr^| qk sã fks| q { ^ik^| i ï r^éáèfzsg fk| k Féã ^äk fks| q áä~îsi ki Æ6 k ã^si sp| kï è| séã ï ~èzi ^i i ki érk kñákgé^és~| ï ~èzi fké~ ^fsikfóérk ^pp~äi ^fzk r~èãs| q áz^| Æ6 k ã^si s| érsã g^äk érkäk ï szzfk ^ zsqré^éPk| Pk| M~^i ér^é" ákñï ^ã| Œq~s| q é~ qkéfkp~äk ^| i ï szzfk qäk^épä érk äkãsi k| éãÆ6 k ï szzãèáá~äéérsã áä~xkgéÆ

+~è| gsz{ k{ fkä\ kqkä{ ^| ã^si ér^éérkäk sã^ fk| k Fé é~ érk i kîkz~ákäï sér érsã áä~xkgéfkg^èãk è| i kägèääk| ég~| i sés~| ã érkó^äk ãéègy qsîk| érk g~| i sés~| ã ér^éï käk ãké ók^ää^q~ ^| i r k i ~kã | ~éérs| y sésã è| äk^ã~| ^fzké~ ^ãy p~ä ã~{ k á èfzsg fk| k Féã Æ6 k ã^si ókãØérk ãsq| ^zzsqréã^éPk| Pk| M~^i ^| i <kãäsk - äsîk ^äk ^ fk| k Fé fèéérkäk sã { ~äk ér^ég^| fk qsîk| s| érsã áä~xkgéÆ6 k ã^si érkäk ï ^ã| Œ^| ógkäé^s| ákägk| é^qk ~ä^ gkäé^s| | è{ fkä~p è| séã äkâèkãéki p~ä^| ^pp~äi ^fzk r~èãs| q g~{ { sé{ k| éØ| ~| k ï käk ~ppkäki ^é^zzÆ6 k ã^si ^pp~äi ^fzk r~èãs| q sã~| k ~p" ákñŒykó áäs~äséskã^| i ï ~èzi zyké~ ãkk ^pp~äi ^fzk r~èãs| q g~{ { sé{ k| éã fkp~äk rk ï szzfk s| ãèáá~äé~pérsã äkâèkãéÆ

+~è| gsz{ k{ fkä Mkkãk ^ãyki ãé^ppspérkäk ï käk ^| ó~érkäãgk| ^äs~ã zyk érsã äséè^és~| ~äsp^| ó~érkäää~xkgéã ï käk ^| ésgsá^éki é~ fk ãs{ sz^äé~ érsã äséè^és~| Æ

? äÆ=szzs^| ã^si érkäk sã| Œ^| ésgsá^és~| ~p^| ó^i i sés~| ^záä~xkgéã fèé^ z^äqk i kîkz~á{ k| ézsyk Vkäsi s^ ^i i ã^i i sés~| ^záä~ákäéskãØã~ érkäk ï ~èzi fk^ âèkãés~| ~| r~ï érk ^pp~äi ^fzk r~èãs| q g^zgèz^és~| { ^ó^áázós| ér~ãk g^ãkãÆ6 k ã^si p~ä érsã áä~xkgé ãákgs Fg^zzó érk ~| k érs| q ér^éJz^| | s| q ^| i Pä^| ãá~äé^és~| z~~yki ^éï käk ^zz~pérk ~érkä ~ppãsék s{ áä~îk{ k| éã ér^ér^îk fkk| { ^i kØ r sgr ï käk g~ãéã ér^ér^i é~ fk äkg~îkäki ã~{ kï r käkÆ6 k ã^si érkäk r^îk fkk| g^zzã pä~{ érk i kîkz~ákä^ãys| q é~ qké~èé~pérk ã~z^ä g~| i sés~| ã fkg^èãk | ~f~i ó ï ^| éã é~ áèägr^ãk érk ã~z^äp~ä érksär~{ kãØf èéséï ^ã^ g~| i sés~| érkó^äk éski é~Æ

+~è| gsz{ k{ fkä Mkkãk ãèáá~äéki érk áä~xkgéï sér érk g~| i sés~| ã áä~á~ãki fkg^èãk séãkk{ ã zyk érkäk ï ^ã^| ^qäkk{ k| éz~| q fkp~äk érk é~ï | s| sés^éki | kï á~zsgskãÆ6 k ã^si rk z~~yki ^éérsã^ã^| ^| ~{ ^zó^| i z~~yki p~äi ^äi é~ qkéés| q f^gyé~ ^qqäkãã sîk ^pp~äi ^fzk r~èãs| q ãéä^ékqskã fks| q áèés| é~ áä~xkgéãÆ

+~è| gsz{ k{ fkä? è ã^si érk áäkãk| é^és~| sã^zz^f~èés{ áä~îs| q éä^pFg^| i fkp~äk érk éräkk { ~äk r~èãkã^äk ^i i ki érk éä^pFg ãsq| ^zã ï szzfk ^i i ki ^é<kãäk - äsîkØérk|

g~| | kgés~| ãï szzfk { ^ikié~ 5z^i N~| q M~^i ÆNrkã^si ér^éérk £û^| i ¶£^iisés~| ^zè| séãï szz
r^îkié~ï ^sép~äPk| Pk| M~^iïsik| s| qÆ
? äÆ=szs^| ã^si érk¶£è| séãï szzg~{ k s| ï sér érkãé~ázsqréˆé5z^i N~| q M~^i ^| i ^|
^iisés~| ^z£ûè| séãï szzfk^iikiï sér érk Pk| Pk| M~^i Wsik| s| qÆ
+~è| gsz{ k{ fkä? è ã^si érkäksãq~~i s| ék| és~| é~ s{ áä~îkéä^pfg^| irkzá érk
g~{ { è| sóóÆ
? äÆ=szs^| | ~éki ér^é~áés~| †ï ^ãäkpkäk| gki fó? ãÆNr^ásä~ ^ãérk ~érkä
g~{ { sé{ k| éér^éï ^ãéski é~ érk ~äsq s| ^z^ááä~î^zØr sgr ï ^ãé~ g~{ ázkék <kãäsk - äsîk pä~{
Pk| Pk| é~ ££Ø^| i spérk ~érkä† ikîkz~á{ k| éãs| érk ^äk^ g^{ k s| ^| iisi érksä á^äéØérk| fó
g~{ ázkés| q séérk áä~xkgéï ~èzi è| z~gy^zz~pérk äk{ ^s| s| q è| séãÆ
? äÆN^| grkö ã^si 6~èãs| q ãé^ppfkzskîki ^| óäkö~| s| q ãr~èzi fk~ák| é~ érk
"pp~äi ^fzk6~èãs| q J~zsgóØkîk| spséï ^ã^| kï äkö~| s| q f^ãki ~| ^| ~zi ikîkz~á{ k| éÆ6k
ã^si érk á~zsgó ãé^éki séï ^ãp~äüûè| séã~ä{ ~äkØ~é| kgkãã^äszó^| ^iisés~| ^züûè| séãÆ6k
ã^si érk ^áázsg^| éï ^ã^ãys| q p~ä^ äkzskppä~{ érk és{ k g~| ãéä^s| é~pérk s{ áä~îk{ k| éã é~ Pk|
Pk| p~äérksäg~| isés~| é~ fk { kéÆ6k ã^si | ksérkäérkikîkz~ákä~äérk P~ï | ï ~èzi r^îk
y| ~ï | ï r^éérk g~| isés~| ãï ~èzi fk zsyk rkäkÆ6k ã^si érk { ^x~äâèkãés~| sãï r^ég~| ãéséèékã
érk äk~ák| s| q ~p^| ~zi äkö~| s| q g^ãkØ^| i r~èãs| q ãé^ppfkzskîki érsãg^ãk ãr~èzi fkz~~yki
^éfkg^èãk érk ^áázsg^| ésã^ãys| q p~äkzskppä~{ g~{ { sé{ k| éãÆ6k ã^si érkäk ïszzfk ~érkä
^áázsg^| éã ér^éï szzää~á~ãk érsã^q^s| s| érk pèéèäkØ^| i érsãkéã áäkgkik| gk p~är~ï érk
"pp~äi ^fzk6~èãs| q J~zsgóï szz^áázós| érkãk éóákã~pg^ãkãÆ
+~è| gsz{ k{ fkä5ä^óã^si ér^érkisi | Œérs| yrkï ^ã^ãys| q +~è| gszé~ isääkq^äi érk
ãsq| spfg^| ééä^| ãá~äé^és~| s{ áä~îk{ k| éã ér^ér^îk ^zäk^iófkk| i~| k^| i ér^é^äkfks| q
~ppkäki rkäkÆ
? äÆN^| grkö ã^si ~pg~èääk | ~éÆ
+~è| gsz{ k{ fkä5ä^óã^si érk äk^zâèkãés~| ï ~èzi fkï r^éikékä{ s| kã ï rk| érk
"pp~äi ^fzk6~èãs| q J~zsgóãr~èzi g~{ k s| é~ áz^ós| érkãk g^ãkãÆ6k ã^si ~| kfäsqrézs| ké~
z~~y^ép~äérsãsãérk ^iisés~| ~p| kï è| séãÆÐp~zi ikîkz~á{ k| éã g~{ kf^gyp~ääkö~| s| qã^| i
^ãyp~ä{ ~äkè| séãØérk| rkï ~èzi pkkz{ ~äkg~{ p~äé^fzkr~zis| qérk{ é~ érkãé^| i^äi ~pérk
"pp~äi ^fzk6~èãs| q Jz^| Øã~ érkikîkz~ákä^| i érk P~ï | g^| f~ér fk| k Fféæ
? äÆN^| grkö ã^si érkî^zèk~pés{ ksã { ~| kóØ^| i érkikîkz~ákäsã^ãys| q p~ääkzskp
pä~{ és{ kÆ
+~è| gsz{ k{ fkä5ä^óã^si érkó^äkkãäk| és^zóá^ós| q p~äér^éï sér fk| k Fféãé~ érk
P~ï | Æ
? äÆN^| grkö^ãykispér^éï ~èzi fkï ~äér isääkq^äis| qérk "pp~äi ^fzk6~èãs| q J~zsgóÆ
+~è| gsz{ k{ fkä5ä^óã^si rkisi | Œãkkérsãg^ãk ^ãisääkq^äis| qérká~zsgóÆ
? ^ó~ä5szfkäéér^| ykiãé^ppp~äérkï ~äyáèés| é~ érsáä~xkgéÆ
+~è| gsz{ k{ fkäMkkãkér^| yki ? äÆN^| grköp~äérks{ á^ãäs~| ki g^ãkÆ
? ^ó~ä5szfkäéã^si s| érk | kñéáä~xkgéï sér érsãgk| ^äs~ é~ r^îkisãgèãäs~| ãfkp~äksé
g~{ kãé~ +~è| gszï sér érkikîkz~ákä^| iãé^ppÆ

" { ~és~| ï ^ã { ^ikfó? ^ó~äJä~Ypk{ á~äk ? ^r^ppkóãkg~| iki fó
+~è| gsz{ k{ fkä5ä^óé~ ^ááä~îk Mkö~| s| q " áázsg^és~| +^ãk @~Æ¢£+\ †° 6~äé~| J^äy JQ-

" { k| i { k| é√äkö~| k ^áää~ñs{ ^ékzóü§Æ§ ^gäkãpä~{ Jz^| | ki Q| sé- kîkz~á { k| é√+~| isés~| ^z
\~| s| q ΩQ- √+\ ∫ü¶+\ûȼæé~ Jz^| | ki Q| sé- kîkz~á { k| é√+~| isés~| ^z\~| s| q ΩQ- √+\æ√
z~g^éki ^éû <kããsk - äsîk ^| i ¶†£† N{ sér M-^iÆ

VBP/ ∞Ω2√üaØï sér +~è| gsz{ k{ fkä\kqkä{ ^| isããk| és| q

¡M' 5 Q>" M? / / P7@5 " 5 / @- " ¬

+~| ãsikä^és~| p~ä? ~îs| q / zkgés~| ãé~ / îk| √è{ fkäki Yk^ääã

? ^ó~äJä~√Pk{ á~äk ? ^r ^ppkó kñáz^s| ki ér^éérsãsék{ ï ^ã^iiki fkg^èãkséï ^ãérk
z^ãé~áá~äéè| séó fkp~äk +~è| gszŒE<èzó fäk^y ^| i zkqsãz^ésîk ãr~äéãkããs~| k| iãé~qkéisäkgés~|
~| éä^| ãsés~| s| q kzkgés~| ãé~ kîk| √è{ fkäki ók^ääã^| i á~ããsfzk ^gés~| Ø^| i é~qsîkgzk^ä
isäkgés~| é~ ãé^ppÆ6käkg~{ { k| iki ^qä^iè^zéä^| ãsés~| fór~zis| q †û†• ^| i †û†ßkzkgés~| ã
ïséréräkkvók^äékä{ ãØérk| ^zz~ï s| q kzkgés~| ãé~ ãrspé~ kîk| √è{ fkäki ók^ääfkqs| | s| q s|
†û°ûïsér~èékñék| is| q gèääk| éékä{ ãÆ

? ^ó~ä5szfkäé^ãykispérkP~ï | ŒEzkqsãz^ésîkz~ffósãérˆiïksqrki s| ~| érkáä~á~ã^z
^| i spérsãï ^ã^äkâèkãépä~äisäkgés~| p~ä^ ãéä^ékqópäáèääès| qérkéä^| ãsés~| é~ kîk| √ók^ä
kzkgés~| ãÆ

P~ï | +zkäy +~zk{ ^| ã^si ér^éérkz~ffósãéãr^iïksqrki s| ^| iã^si ér^éés{ ksã
gz~ãs| qã~ spérkäksã^ikãsäkp~ä+~è| gszé~i~érsãérk| sé| kkiãé~fk^géki ~| | ~ïÆ6käˆsi sé
ï ~èzi ãészzfkèáé~érk5k| käˆz" ããk{ fzóÆ

? ^ó~äJä~√Pk{ á~äk ? ^r ^ppkóã^si ér^érsã{ ~és~| i ~kã| ŒEgr^| qk ^| óérs| qØésã^
äkâèkãépäérk5k| käˆz" ããk{ fzóé~á~ék| és^zógr^| qkséfkg^èãkérkóg~| éä~zérké~ï | ŒE
ãgrkièzkpäkzkgés~| ãÆ

P~ï | +zkäy +~zk{ ^| ã^si ér^éérsãsã| ~éè| g~{ { ~| ^| i érkäk ^äk { è| sgsá^zséskãs|
@~äér +^ä~zs| ^ér^é^äks| érkáä~gkãã~péä^| ãsés~| s| qé~kîk| ók^äkzkgés~| ãÆ

? ^ó~äJä~√Pk{ á~äk ? ^r ^ppkóã^si ér^ésésãrsãè| ikääé^| is| qér^éérkäk ^äk °û
{ è| sgsá^zséskãér^é^äkãïségrs| qérsãók^äérä~èqrz~g^zfszãÆ

+~è| gsz{ k{ fkäMkkãkã^si ^| kñ^{ ázk~p^q~îkä| s| qf~iós{ ázk{ k| és| q ^| kï
á~zsgópäxèãé~| k gógzkp~äg~| ãsãék| gó{ ~îs| qp~äï ^äi sã W^yk +~è| éó*~^äi ~p
+~{ { sããs~| ä^gkãØr sgr ^äk gèääk| ézókãé^fzãrs| qéï ~| kï ^év^äqkãk^éãØ~| kp~äȼ ók^ãã
^| i ~| kp~ä† ók^ääãØé~ ãkésèáé~fkãé^qqkäki { ~îs| qp~äï ^äiÆ

+~è| gsz{ k{ fkä\kqkä{ ^| ã^si érsãr^ãfkk| ~| k~p+~è| gszŒEzkqsãz^ésîkáäs~äséskã
p~ä^g~èázk~pók^ää^| iáèés| qsp~ppï ~èzi gäk^ék^ikz^ó~p^| ~érkä† ók^ääÆ6kzsyki érk
éräkkvók^äékä{ ã^ã~á~ãki é~zk| qérk| s| q kñsãés| qékä{ ãfkg^èãkérkîékäär^ikgr~ãk|
érk{ p~äp~èävók^äékä{ ã^| ié~^iifk~| èãók^äï ~èzi | ŒEpkkzäsqréÆ6kã^si ^pékäér k| kñé†
ãr~äék| ki ékä{ ãkîkäóérs| qï ~èzi fkf^gyé~| ~ä{ ^zï sér kîk| ók^äkzkgés~| ãÆ

+~è| gsz{ k{ fkä5ä^óã^si rsãáäkpkäk| gksã| ~éé~gr^| qkfèéspérk { ^x~äséó~pérk
îékséé~gr^| qkér k| érkéräkk^| iéräkksáä~f^fzóérkfkéékäï ^ó~pi~s| qséÆ6kã^si
érkäk ^äk | ~é^ ãsq| sƒg^| ég~ãéã^îs| qã~îkä^zØ^| isézãkãã~{ k~pérkè| sâèk| kããs|
kzkgés~| ã { è| sgsá^zséskãr^îkÆ

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| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: August 11, 2026

Item Details

Presenter(s): Katie Schwing, Senior Planner – Long Range Transit

Department(s): Planning Department

Requested Motion

Motion to approve a Memorandum of Understanding (MOU) between City of Raleigh, The Research Triangle Regional Public Transpiration Authority d/d/a GoTriangle, Town of Cary, County of Wake, Town of Morrisville, Johnston County Area Transit System of the Community and Senior Services of Johnston County, Inc (JCATS), Capital Area Metropolitan Planning Organization (CAMPO) and Town of Apex, regarding Federal Transit Administration Raleigh Urbanized Area (UZA) Funding, for providing formula grant funding for transit purposes, and authorize the Town Manager, or their designee, to execute on behalf of the Town.

Approval Recommended?

Yes

Item Details

Subject to congressional appropriation, the Federal Transit Administration (FTA) regularly provides formula grant funding for transit purposes to state, regional, and local entities as codified in Sections 5307, 5340, and 5339(a) of Chapter 49 of the U. S. Code. The local funds are assigned through a designated recipient at the Urbanized Area (UZA) level who is responsible, with coordination of the area Metropolitan Planning Organization (MPO), to allocate this funding to eligible recipients and subrecipients. The City of Raleigh is the designated recipient for FTA formula funding in the Raleigh UZA, and has coordinated with the Capital Area MPO (CAMPO) to develop a methodology and process for allocating the funding to eligible parties in our area. This Memorandum of Understanding (MOU) outlines this suballocation process and methodology and specifically covers the FFY26 and FFY27 federal funding years. This MOU was approved by the CAMPO Executive Board on May 20, 2026.

The Town of Apex is not a direct recipient or subrecipient of FTA formula funding at this time. However, because Apex reports transit information annually to the National Transit Database and maintains operating practices in keeping with federal guidelines, Apex is eligible to receive Sub-Allocated Raleigh UZA funds, and our transit service data is included in the overall formula that FTA uses to calculate the Raleigh UZA

regional allocation. Instead of becoming a subrecipient, Apex has entered into a service agreement with the Town of Cary whereby Cary will receive and use Sub-Allocated Funds as a Direct Recipient, and Apex will receive a credit for equivalent amounts toward the provision of the GoApex transit services based on the suballocation formula and methodology attached to the MOU. This agreement is acknowledged within the MOU.

As the total federal formula funding amount and input data change over time, the exact amount credited by Cary to Apex will vary by year. The FFY26 estimated credited amount from Cary to Apex is approximately $284,000 and is planned to be pro-rated on a monthly basis throughout FY27.

Attachments

- CN22-A1: Memorandum of Understanding (MOU) Federal Transit Administration
- CN22-A2: Sub-Allocation Formula and Methodology Implementation Guide

MEMORANDUM OF UNDERSTANDING RE:

FEDERAL TRANSIT ADMINISTRATION

RALEIGH UZA FUNDING ALLOCATIONS

This MEMORANDUM OF UNDERSTANDING (the "MOU") is made this ____ day of _____, 2026 (the "Effective Date") by and between the City of Raleigh, a North Carolina municipal corporation (Raleigh); The Research Triangle Regional Public Transportation Authority, d/b/a GoTriangle (GoTriangle); the Town of Cary (Cary), a North Carolina municipal corporation; the County of Wake (Wake County); the Town of Apex (Apex), a North Carolina municipal corporation; the Town of Morrisville (Morrisville), a North Carolina municipal corporation; Johnston County Area Transit System of the Community and Senior Services of Johnston County, Inc. (JCATS), a North Carolina non-profit corporation; and the Capital Area Metropolitan Planning Organization, a metropolitan planning organization established under Article 16, Chapter 136 of the N.C. General Statutes (CAMPO), collectively referred to herein as the "Parties".

WITNESSETH:

WHEREAS, subject to congressional appropriation, the Federal Transit Administration (FTA) regularly provides formula grant funding for transit purposes to state, regional, and local entities providing public transit services; and

WHEREAS, such federal funding ("Funding" or "Funds") is provided through programs codified in Sections 5307, 5340, and 5339(a) of Chapter 49, U. S. Code ("FTA transit programs"); and

WHEREAS, the FTA defines an "Urbanized Area" as a U.S. Census Bureau-defined Urban Area with a population of at least 50,000; and

WHEREAS, the Raleigh Urbanized Area ("Raleigh UZA") is the geographical and jurisdictional area for distribution of the Funds among the Parties; and

WHEREAS, to facilitate and maximize funding for the Raleigh UZA; to ensure annual funding stability; and to achieve compliance with applicable FTA standards and requirements, the Parties have agreed to memorialize the funding methodology to which they are subject, and to acknowledge their respective responsibilities in the distribution, allocation, and use of FTA Formula transit Funds; and

WHEREAS, distribution and allocation of FTA Funds among the Parties is primarily derived from statutory formulas and based upon factors including population, low-income population, population density, and annual submission of transit performance data to the National Transit Database ("NTD"), which is the primary source of information and statistics on public transit systems in the U.S.; and

WHEREAS, for the Raleigh UZA, Raleigh has been recognized and serves as the "Designated Recipient" of Funds, with responsibility for facilitating and managing the distribution of Funds in accord with applicable FTA standards, requirements, and formulas, and as further set forth in the MOU. The Parties anticipate that Raleigh will continue to serve in this role through federal fiscal year (FFY) 2027 (October 1, 2026 – September 30, 2027); and

WHEREAS, as the federal- and state- designated metropolitan planning agency for the Raleigh UZA, CAMPO is responsible for administering and coordinating FTA transit program Funding, and assisting, collaborating, and concurring with the Designated Recipient regarding allocation of Funds; and

WHEREAS, as of the execution date of the MOU, Cary, GoTriangle, and Raleigh are "Direct Recipients", eligible for Sub-Allocations of Raleigh Area UZA funds. As Direct Recipients, they may also Sub-Allocate such Funds to their designated Sub-Recipients; and

WHEREAS, Apex and Morrisville are eligible to receive Sub-Allocated Raleigh UZA funds but have entered into agreements with Cary whereby Cary will receive and use their Sub-Allocated Funds as a Direct Recipient and they will receive a credit for equivalent amounts toward the provision of their transit services and or eligible capital projects; and

WHEREAS, while not a Party to this MOU, North Carolina State University (NCSU) is also eligible to receive Sub-Allocated Raleigh UZA Funds; and

WHEREAS, transit data reported to the NTD from transit agencies (including any entities which may qualify and be formally designated as Direct Recipients, Sub-Recipients, or other type of Party to receive credit for Funds) is essential in determining Raleigh UZA Fund apportionments; and

WHEREAS, as a condition of FTA funding, Raleigh and CAMPO must formally report to the FTA the agreed-upon Sub-allocations of Raleigh UZA Funds through a document commonly known as a "split letter". The FTA may distribute Funds to the Direct Recipients only upon receipt of the split letter by the FTA Regional Office; and

WHEREAS, this MOU governs and outlines the process for Sub-allocating Raleigh UZA Funds for two (2) anticipated annual federal apportionments – FFY 2026 and FFY 2027. FFY 2026 spans the period of October 1, 2025, through September 30, 2026. FFY 2027 spans the period of October 1, 2026, through September 30, 2027; and

WHEREAS, for UZAs with a population of 200,000 or more, the FTA formulas consider bus vehicle revenue miles (VRM), bus passenger miles, fixed guideway VRM, fixed guideway directional route miles, fixed guideway passenger miles, operating expenses, population, low-income population and population density; and

WHEREAS, the Parties acknowledge the potential inclusion of the Section 5307 fixed guideway tier funds within the Raleigh UZA Fund amounts in the future, as fixed guideway funding for Bus Rapid Transit in the Raleigh UZA is anticipated in the next several years; and

WHEREAS, the Parties acknowledge their mutual intent to proportionally share the cost of the transit portion of the region's Triangle Regional Model and Household Travel Survey ("Travel Demand Model"); and

WHEREAS, in addition to the Parties' responsibilities for FTA Section 15 National Transit Database reporting as necessary to determine Fund Sub-allocations, the Parties have annual reporting responsibilities related to their respective uses of federal funds, roles, and program participation; and

WHEREAS, such reporting responsibilities include development of the Transportation Improvement Program (TIP) and Unified Planning Work Program (UPWP), and publication of an annual report on prior-year federal fund obligations; and

WHEREAS, the Parties acknowledge their common desire to conscientiously follow applicable reporting requirements regarding their respective uses of the Funds, roles, and program participation, to the end that Funds distributed to the Raleigh UZA will be maximally utilized; and

WHEREAS, this MOU sets forth the Parties' agreements regarding the methodology and process for sub-allocating, and thereafter utilizing and reporting on utilization of, FTA Formula Funds. The Parties further agree to work in good faith to enter into additional agreements as may be needed to allow Funds to be transferred among Direct Recipients, Sub-Recipients, and other eligible local transit providers.

NOW, THEREFORE, in consideration of the above recitals, which are fully incorporated into this MOU, the Parties agree as follows:

1. Submission of Data to NTD. To help maximize funding to the Raleigh UZA, each respective Party agrees to submit all eligible data to the NTD in accordance with FTA's applicable NTD Reporting Policy Manual.

2. Funding of Transit Elements – Travel Demand Model. The transit portion of the annual costs of the Triangle Region's Travel Demand Model may be funded using the Funds (Section 5307) distributed to the Raleigh UZA. The Fund amount will be deducted

proportionally based on each applicable criteria in the formula from the annual apportionment, beginning with the FFY 2026 allocation amount prior to calculating sub-allocations to Direct Recipients. The Funds shall be used to fund the inclusion of transit elements and calculations in the Region's Travel Demand Model, in accordance with the established protocols governing the Travel Demand Model, including oversight by the Model Executive Committee and Technical Committee.

3. Timeline and Process – Fund Allocation. The process for achieving concurrence by all Parties on final sub-allocation amounts as indicated in the split letter is as follows:

    a. FTA Apportionment Published - FTA publishes the Raleigh UZA apportionment (partial or full).
    b. Process Initiation: CAMPO Prepares Draft Materials and Submits Full Sub-Allocation Package to the Designated Recipient (Day 0-20 after Full Apportionment)
        i. CAMPO prepares draft sub-allocation worksheets.
        ii. CAMPO prepares the Sub-Allocation Process Calendar Timetable.
        iii. CAMPO prepares the draft annual regional split letter.
        iv. CAMPO prepares the blank Federal Funds Activities Forms (FAF) for each Party.
    c. Partial Apportionment (If Applicable)
        i. If only a partial apportionment is published:
            1. CAMPO distributes partial sub-allocation worksheets to the Parties for planning purposes.
            2. Parties, through consensus, may request a split letter based on partial apportionment to be submitted to FTA Regional Office.
    d. Designated Recipient Review and Approval (Day 21–34)
        i. Within fourteen (14) calendar days of receipt:
            1. Designated Recipient reviews calculations for compliance with this MOU.
            2. Designated Recipient approves and concurs in writing, authorizing CAMPO to distribute Sub-Allocation Package to Parties.

    e. CAMPO Distributes Approved Materials (By Day 41)
        i. Within seven (7) days of the Designated Recipient's approval and within forty-one (41) calendar days of FTA's publication of the full apportionment:
            1. CAMPO distributes to all Parties the Full Sub-Allocation Package, including:
                a. Approved full sub-allocation worksheets

b. Draft Regional split letter
c. Process Timetable
d. Federal Funds Activity Form (FAF) template with submission deadlines

f. Party Acceptance of Sub-Allocation (Day 0–14 after Receipt)
    i. Within fourteen (14) calendar days:
        1. Each Party completes and submits a signed Federal Funds Activity Form (FAF) to indicate concurrence that the sub-allocation complies with the methodology outlined in this MOU.
        2. Sub-allocation is formally accepted.

g. CAMPO Action on Final Sub-Allocation and Regional Split Letter
    i. CAMPO staff will present at the earliest opportunity the final sub-allocation calculations and regional split letter to the CAMPO Technical Coordinating Committee and Executive Board for adoption.
    ii. CAMPO staff will submit the final regional split letter to the FTA Regional Office, with copies going to all Parties.

4. FAF Reporting Requirement. The FAF must be fully completed and signed by each Party's authorized individual. CAMPO and Raleigh will jointly determine whether the Parties have met required deadlines for the completion of the FAF. The FAF shall include:
    a. Acceptance of the annual Fund sub-allocation worksheets and draft split letter;
    b. Report of the Party's ongoing and projected use of the Party's sub-allocated federal funds;
    c. Report of TIP project list from Direct Recipients;
    d. Disclosure of whether the Party has any unobligated funds that are more than three (3) years old from the time of the FTA publication of the full-year apportionment, and the Party's plan for timely obligation of such funds; and
    e. Certification of the Parties' required submissions to CAMPO, including an annual list of federal funding authorizations (due to CAMPO in December each year) and any required content for the region's Unified Planning Work Program (due to CAMPO in November each year).

5. Post -Audit of Fund Expenditure; Avoidance of Lapse. Generally, Section 5307/5340 Funds covered by this MOU must be obligated within five (5) years following the end of the federal fiscal year of apportionment, or they are subject to lapse. Section 5339(a) funds covered by this MOU must be obligated within three (3) years following the end of the federal fiscal year of apportionment, or they are subject to lapse. To ensure full obligation of all Funds distributed to the Raleigh UZA, each Party shall provide a report

on the FAF on the status of Funds awarded to it, with particular highlight on funds that are greater than three (3) years old from the time of the FTA publication of the full-year apportionment,. Any unobligated Funds older than four years from the time of the FTA publication of the full-year apportionment are subject to rescission and redistribution by Raleigh and CAMPO. Rescinded funds will be proportionately re-allocated by calculation conducted by CAMPO based on the latest split letter, less the amount due the Party whose funding is subject to rescission. Parties receiving redistributed funds will have fourteen (14) calendar days to acknowledge the redistribution and complete a revised FAF outlining intended use of the redistributed funds. A revised regional split letter will be developed and submitted to the FTA Regional Office as deemed necessary and appropriate by Raleigh, CAMPO and FTA.

6. Party Recipient Status Not Fixed. Nothing herein shall preclude any Party that is not a FTA Direct Recipient or Sub-Recipient at the time of execution of this MOU from becoming a Direct Recipient or Sub-Recipient during the term of this MOU.

7. Requirements for Existing and Future Parties:

    a. Entities that provide transit services and/or funding for transit service within the Raleigh UZA, and that have submitted data to the National Transit Database ("NTD"), may be eligible. The agency becomes eligible when the reported data is used by FTA to calculate annual apportionments to the Raleigh UZA.
    b. The entity must demonstrate the requisite local match for the federal transit funds.
    c. The entity must become an FTA Direct Recipient, arrange to become a Sub-Recipient of a Designated or Direct Recipient Party to this MOU, or enter into an agreement with a Designated Recipient, Direct Recipient or Sub-Recipient specifying how the agency will benefit from any suballocated funds.
    d. The entity must agree to submit data to the NTD that will maximize potential funding to the Raleigh UZA in accordance with FTA's applicable NTD Reporting Policy Manual.

    In addition to those entities named as Parties upon execution of this MOU, entities within the Raleigh UZA meeting the eligibility requirements set forth above may become Parties upon: (1) verification that such requirements have been satisfied by formal action of either the CAMPO Executive Board, (2) execution of the MOU (as the same may have been then amended) by the newly added Party or Parties; and (3) provision of written notice of such action by the CAMPO staff to all other Parties to the MOU.

8. Incorporation of Sub-Allocation Formula and Methodology Implementation Guide. The Sub-Allocation Formula and Methodology Implementation Guide is incorporated as Attachment 1 to this MOU.

9. Non-Discrimination – To the extent permitted by law, neither Party, their officers, employees, contractors, agents, successors, or permitted assigns, shall discriminate against any member of a protected class as defined by federal, state, or local law, including Wake County Code of Ordinances Section 34.01.

10. Binding Effect and Assignment - This MOU shall be binding on the successors and assigns of the Parties with reference to the subject matter of this MOU. No Party may sell or assign any interest in or obligation under this MOU without the prior express written consent of the other Parties.

11. Disputes; Controlling Law - In the event of conflict or dispute that might arise from matters associated with this MOU, the Parties agree to informally communicate in an effort to resolve the conflict or dispute. If any such dispute cannot be informally resolved, then resolution of such dispute 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 MOU shall be Wake County Civil Superior Court or the United States District Court for the Eastern District of North Carolina, Western Division.

12. Term - This MOU shall have a term of two (2) years from the Effective Date. This MOU may be extended for two (2) additional years or its provisions modified with the written agreement of all Parties hereto. This MOU may be terminated, extended, or amended only by written agreement of all Parties. The sub-allocation method reflected in this MOU has been agreed to by the Parties in reliance upon the formula that FTA currently uses for that purpose. As a result, if the FTA changes the formula it uses to allocate Funds to urbanized areas, the sub-allocation method in this MOU will no longer govern, and the Parties shall agree on a new sub-allocation method and amend this MOU to incorporate that new method for the pending annual apportionment and sub-allocation. Unless terminated earlier in accordance with the terms of this MOU, if the Parties cannot agree on a new sub-allocation method by September 1st, 2027, for the impending sub-allocation, this MOU will continue to be in effect. The Designated Recipient, in consultation with CAMPO, and notwithstanding provisions of this MOU, may make decisions on the Raleigh UZA sub-allocation formula until the Parties reach consensus on

a new methodology. All parties commit to good-faith efforts to continue at existing funding levels in the event that this provision is exercised.

13. Representations and Warranties - The Parties each represent, covenant and warrant for the other's benefit as follows:

    (a) Each Party has all necessary power and authority to enter into this MOU and to carry out the transactions contemplated by this MOU, and this MOU has been authorized by each Party's governing body. This MOU is a valid and binding obligation of each Party.

    (b) To the best knowledge of each Party, neither the execution and delivery of this MOU, nor the fulfillment of or compliance with its terms and conditions, nor the consummation of the transactions contemplated by this MOU, results in a breach of the terms, conditions and provisions of any agreement or instrument to which either Party is now a party or by which either is bound or constitutes a default under any of the foregoing.

    (c) To the best knowledge of each Party, there is no litigation or other court, or administrative proceeding pending or threatened against such Party (or against any other person) affecting such Party's rights to execute or deliver this MOU or to comply with its obligations under this MOU. Neither such Party's execution and delivery of this MOU, nor its compliance with its obligations under this MOU, requires the approval of any regulatory body or any other entity the approval of which has not been obtained.

14. No Waiver of Non-Compliance with MOU - No provision of this MOU shall be deemed to have been waived by any Party hereto unless such waiver shall be in writing and executed by the same formality as this MOU. The failure of any Party hereto at any time to require strict performance by the other of any provision hereof shall in no way affect the right of the other Party to thereafter enforce the same. In addition, no waiver or acquiescence by a Party hereto of any breach of any provision hereof by another Party shall be construed or applied to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.

15. Liability of Officers and Agents - No officer, agent or employee of any Party will be subject to any personal liability or accountability by reason of the execution of this MOU or any other documents related to the transactions contemplated hereby. Such officers, agents or employees will be deemed to execute such documents in their official capacities only, and not in their individual capacities. This section will not relieve any such officer, agent or employee from the performance of any official duty provided by law.

16. Amendments. Subject to the provisions of Paragraph 7 hereof, this MOU may be amended only by written instrument duly approved and executed by all Parties. In order to allow Funds to be transferred among Direct Recipients, Sub-Recipients, and other local

transit providers receiving credit for Funds, the Parties agree to cooperate in good faith to enter into an additional agreements as may be required.

17. Execution in Counterparts/Electronic Version of MOU - This MOU may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Any Party may convert a signed original of the MOU to an electronic record pursuant to a North Carolina Department of Natural and Cultural Resources approved procedure and process for converting paper records to electronic records for record retention purposes. Such electronic record of the MOU shall be deemed for all purposes to be an original signed MOU.

18. Iran Divestment Act - The Parties hereby certify that they, and all permitted subcontractors, if any, are not on the Iran Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58.

19. No Third-Party Beneficiaries – There are no third-party beneficiaries to this MOU.

IN WITNESS THEREOF, the Parties hereto have made and executed this MOU as of the day and year first above written.

[Insert signature blocks for:

Capital Area Metropolitan Planning Organization

_____

Chris Lukasina, Executive Director

City of Raleigh

_____ _____

Marchell Adams-David City Manager Louis Buonpane, Clerk

Research Triangle Regional Public Transportation Authority

_____ _____

Brian Smith, General Manager

Community & Senior Services of Johnston County

_____

Josh Jensen, Executive Director

Town of Apex

_____

Randal E. Vosburg, Town Manager

Town of Cary

_____

Kelly Blazey, Transit Director

Town of Morrisville

_____ _____

Brandon Zuidema, Town Manager

Wake County

_____ _____

David Ellis, County Manager Yvonne Gilyard, Clerk

Sub-Allocation Formula and Methodology Implementation Guide

Raleigh UZA Section 5307/5340 and 5339(a) Funds

Summary

Each year, Congress passes legislation which, when signed by the President, appropriates funds for the Department of Transportation and related agencies. After that legislation is enacted, FTA publishes a notice in the Federal Register that provides an overview of the apportionments and allocations for the various FTA programs as well as statements of policy and guidance on public transit administration.

FTA's public transportation assistance program authorization is provided by Chapter 53 of Title 49, U.S. Code. The most recent authorization, the Infrastructure Investment and Jobs Act, was signed in November 2021. The legislation reauthorizes surface transportation programs for Fiscal Year 2022 through FY 2026.

More information on the FTA federal apportionment process is available on the FTA website.

After receiving the allocation amount for the Raleigh UZA area, CAMPO uses the formula methodology to determine funding amounts to sub-allocate to direct recipients, sub-recipients, and other jurisdictions with public transit services within their borders and within the Raleigh UZA. This Sub-Allocation Formula and Methodology Implementation Guide describes the assumptions and formulas used by CAMPO to develop the sub-allocation amounts. The City of Raleigh, as the UZA's Designated Recipient, must concur with the results of this process.

Sub-allocation Formula Methodology, Calculations and Implementation Guide

Sub-allocation Process Assumptions:

- The purpose of this methodology is to document how the spreadsheets (formulae) work and to describe the annual updates that are required to calculate the sub-allocated shares to each eligible transit partner.

- Funding is based on several key metrics applicable to the Section 5307/5340 and 5339(a) programs and is set forth in the FTA annual apportionment tables listed below.

- CAMPO uses worksheets for each funding program to calculate the parties' sub-allocated amounts using the FY26-27 MOU and this agreed-upon methodology. The sub-allocation formula calculates amounts based on population, population weighted by population density, vehicle revenue miles, fixed-guideway directional route miles (if applicable), passenger mile bonus, and low-income population using the FTA data unit values.

The Parties agree to the following sub-allocation formula and methodology:

Sub-Allocation Methodology

Step 1 – Gather Metric Data –

- Gather data from the most recent FTA-published Fiscal Year Apportionment Tables as follows:
  - Table 3: Section 5307 and 5340 Urbanized Area Formula Appropriations;
  - Table 5: Formula Apportionments Data Unit Values; and
  - Table 12: Section 5339 (a) Buses and Bus Facilities Apportionments.
- Gather the most recent NTD data for:
  - Vehicle revenue miles;
  - Passenger miles traveled; and
  - Operating costs;
- Gather the 2020 Census data for:
  - Municipal Population
  - UZA and Municipal Population Density
  - UZA Population
- Use the Table 5: Formula Apportionments Data Unit Values for
  - Population
  - Population weighted by population density,
  - Vehicle revenue miles,
  - Fixed guideway directional route miles (if applicable),
  - Bus incentive, and
  - Low-income population.

- Enter the data into the prepared Section 5307/5340 and 5339a worksheets.

Step 2 – **Adjust For Annual Triangle Regional Model (TRM) and the Travel Household Survey Costs** – Enter the annual TRM and Travel Household Survey costs into the Section 5307/5340 worksheet to be proportionately removed from each applicable data values "off the top" from the regional 5307 funds.

Step 3 – **Develop Parties' Shares for Population and Population Funds to Set Aside for Redistribution –** Population of the Raleigh UZA is a component of FTA's formulas. The municipal parties' 2020 Census municipal populations within the Raleigh UZA boundary are gathered. The population value of those municipalities within the UZA is then subtracted from the full UZA population value. Funding from the component of the FTA apportionments based on UZA population is attributed to each municipality with NTD-reported transit service data based on these population figures. The remaining population, and subsequent funding attribution, is assigned based on other criteria in Step 6 below.

Step 4 – **Develop Parties' Shares for Population Density, Low-Income Population, and Section 5340 –** Population weighted by population density, low-income population, and the Section 5340 allocation to the Raleigh UZA are components of FTA's formulas, which for the sub-allocation formula are each attributed to Raleigh and Cary. Cary will receive its full share of the

funding for population (for Section 5340) and population weighted by population density based on its 2020 population and population density within the most recently delineated Raleigh UZA boundary. Cary will also receive its full share of the funding for low-income population based on the low-income population within its boundaries within the most recently delineated Raleigh UZA boundary. Raleigh will receive its shares for these formula components based on the remaining population, population weighted by population density, and low-income population of the Raleigh UZA after deducting Cary's shares.

Step 5 – Develop Percentages for each Parties' Vehicle Revenue Miles and Passenger Mile Bonus - Vehicle revenue miles and passenger miles traveled vs. operating costs (incentive tiers) are components of FTA's formulas. The funding to be sub-allocated based on Vehicle Revenue Miles and Incentive Tier will be in proportion to each Party's NTD-reported submissions that informed the subject fiscal year apportionments. Formula calculation: (Agency Revenue Miles x VRM Data Unit Value and Agency Incentive Tier Units x Incentive Tier Data Unit Value).

Step 6 - Assign the Population Set-Aside Funds Based on Proportional Shares - Multiply the remaining funds from Step 3 by the respective shares of the total funding for vehicle revenue miles and the incentive tiers that each Party is attributed as determined by Step 5 to determine the funding split among the Parties for the remaining unallocated funding apportioned based on population. Formula Calculation: [Remaining Funds x [(Total UZA $ attributable to Revenue Miles)/(Total UZA $ attributable to Revenue Miles + Total UZA $ attributable to Incentive Tier)] x (Agency Revenue Miles/Total UZA Revenue Miles)] + [Remaining Funds x [(Total UZA $ attributable to Incentive Tier)/(Total UZA $ attributable to Incentive Tier + Total UZA $ attributable to Revenue Miles)] x (Agency Incentive Tier Units/Total UZA Incentive Tier Units)].

Data Used

All National Transit Database (NTD) and Census data is consistent with the data used by the FTA to apportion the subject formula funds to the Raleigh UZA, which are captured in FTA annual apportionment tables (see below). The formula data used for the sub-allocation is aligned with the same fiscal year or NTD reporting year of data used by the FTA for its annual calculations of the Section 5307/5340 and Section 5339(a) apportionments.

FTA-Published Tables & Data Utilized in Annual Calculations

FTA publishes all annual apportionments and associated tables on its website at https://www.transit.dot.gov/funding/apportionments/current-apportionments

Tables and data presently used for these calculations include:

- Table 3: Section 5307 and 5340 Urbanized Area Formula Appropriations
- Table 5: Formula Apportionments Data Unit Values
- Table 12: Section 5339 (a) Buses and Bus Facilities Apportionments

And other FTA apportionment resources such as Formula Apportionments Data.

- Census UZA Population and Population Density Data
- National Transit Database (NTD) Data – Vehicle Revenue Miles, Passenger Miles, Operating Costs for Section 5307 and Section 5339 (a) – Historically, FTA uses agencies' service data for the most recently closed NTD report year prior to the federal fiscal year of apportionment but may allow flexibility regarding the NTD report year used at the discretion of the FTA Administrator. Ex: For the FY 2025 apportionments, the FTA used data from the 2023 NTD Report Year, which corresponds to an agency's most recently closed NTD report year prior to the FFY of apportionment.
- Census Low Income Population Data

Funding Source Definitions

FTA Urbanized Area Formula Grants Program (Section 5307):

Pursuant to Title 49, Chapter 53 of the U.S.C., FTA apportions Section 5307 funds to UZAs and States for public transportation capital projects, operating assistance, and transportation-related planning. Section 5307 supports public transportation by: (1) Assisting in the planning, engineering, design, construction, evaluation, and maintenance of public transportation projects, equipment, and facilities; (2) Facilitating cooperation between public transportation providers and private companies engaged in public transportation to encourage the planning and establishment of area-wide public transportation systems needed for economical and desirable urban development; (3) Encouraging mobility management, employment-related transportation alternatives, joint development practices, and transit-oriented development; (4) Providing financial assistance to States and local governments to help carry out national goals related to mobility for all, including seniors, individuals with disabilities, and economically disadvantaged individuals; (5) Investing in bus and bus-related activities such as replacement, overhaul, and rebuilding of buses; and (6) Investing in crime prevention, public transportation safety, and security equipment.

FTA Formula Grants for Buses and Bus Facilities Program (Section 5339(a)):

Pursuant to 49 U.S.C. 5339(a), FTA apportions funds to Designated Recipients in large UZAs and States for small UZAs and rural areas for the purpose of financing capital bus and bus-related projects that will support the continuation and expansion of public transportation services in the United States.

FTA Formula Grants for Growing States and High Density States (Section 5340):

Determined based on a statutory formula, added to the urbanized area formula and has the same eligibility and program requirements as Section 5307. Funds are allocated to Designated Recipients in larger UZAs and to States for smaller UZAs and rural areas to finance projects that support and expand public transportation.

Other Terms

Accountable Fiscal or Grants Manager:

The single, identifiable individual with ultimate financial and/or grant management accountability and responsibility for each Party's acceptance, tracking and control over federal grants that is appointed by each Party's Director level staff.

FTA Terms

Designated Recipient:

An entity designated in accordance with the planning process under Sections 5303 and 5304 by the governor of a State, responsible local officials, and publicly-owned operators of public transportation to receive and apportion amounts under 49 U.S.C 5336 to urbanized areas with 200,000 or more in population or to a State or regional authority, if the authority is responsible under the laws of a State for a capital project and for financing and directly providing public transportation. See 49 U.S.C. 5302.

Direct Recipient:

An entity that receives funding directly from FTA.

Sub-Recipient:

A non-federal entity that receives a subaward from a pass-through entity to carry out part of a federal program (i.e., an entity receiving grant funds from a direct, "pass-through" recipient). The sub-recipient's federal compliance oversight is the responsibility of the Designated or Direct recipient.

Bus Incentive Funding:

A component of the Section 5307 and 5339(a) formulas for which a certain percentage of funds allocated under each program is attributable based on Bus Passenger Miles

Traveled (BPMT) squared, divided by operating costs for those transit agencies reporting such data to the NTD.

Bus Passenger Miles:
FTA utilizes the National Transit Database (NTD) report of annual Bus Passenger Miles Traveled reported by each transit agency within the Raleigh UZA to calculate Bus Incentive Funding.

Operating Expenses (interchangeable with Operating Costs):

The costs necessary to operate, maintain, and manage a public transportation system. Operating expenses usually include such costs as driver salaries, fuel, and items having a useful life of less than one year.

Bus Operating Cost:

FTA utilizes the annual Bus Operating Costs reported to the NTD by each transit agency within the Raleigh UZA to calculate Bus Incentive Funding.

Bus Vehicle Revenue Miles (BVRM):
Annual Bus Vehicle Revenue Miles (BVRM) reported to the NTD by each transit agency are utilized to calculate the proportional share of the funding apportioned by FTA based on BVRM for each transit agency.

Fixed Guideway:

A public transportation facility (i) using and occupying a separate right-of-way for the exclusive use of public transportation; (ii) using rail; (iii) using a fixed catenary (wire) system; (iv) for a passenger ferry system; or (v) for a bus rapid transit system. See 49 U.S.C. 5302(8).

Fixed Guideway Operating Cost:

FTA utilizes the annual Fixed Guideway Operating Cost reported to the NTD by each agency within the Raleigh UZA to calculate Fixed Guideway Incentive Funding.

Fixed Guideway Vehicle Revenue Miles (VRM):

FTA will utilize the NTD report of the annual Fixed Guideway Vehicle Revenue Miles reported by each transit agency within the Raleigh UZA to calculate Fixed Guideway Funding.

Fixed Guideway Directional Route Miles:
FTA will utilize the NTD report of the annual Fixed Guideway Directional Route Miles reported by each agency within the Raleigh UZA to calculate Fixed Guideway Funding.

Fixed Guideway Passenger Miles:
FTA utilizes the annual Fixed Guideway Passenger Miles reported to the NTD by each agency within the Raleigh UZA to calculate Fixed Guideway Incentive Funding.

Census Terms

American Community Survey (ACS):

An ongoing sample-based study of the population conducted by the Census Bureau, supplementing the decennial census. The Census Bureau annually publishes low-income population totals based on the most recent ACS estimates available by the beginning of the federal fiscal year of apportionment.

Census Population:

FTA utilizes the decennial 2020 census population of the Raleigh Urbanized Area (UZA) until updated UZA boundaries are delineated that correspond to a new census, which is anticipated in the few of years after 2030. FTA uses the Raleigh UZA population to determine population in the formula, while the MOU uses the 2020 municipal population of the parties' jurisdictions within the Raleigh UZA in the formula to calculate the sub-allocations.

Since the UZA boundary does not match the municipal boundaries, a GIS analysis is utilized by CAMPO to determine the 2020 Census population of the portions of each municipality that is a Party to this MOU that is within the Raleigh UZA. That data is used to determine the proportion of UZA population attributable to each municipal party. This data remains consistent for the entire 2-year MOU period during the census period.

The GIS analysis methodology conducted by CAMPO for Population is described as follows:

- Selection of overlapping Census blocks with the UZA was determined to be any block with an overlapping area of greater than or equal to 50% **for the Raleigh UZA population estimate**; This was determined to be the appropriate method as applying this threshold produced the same value as supplied by the FTA. It also matches the NC OSBM estimate.

- For each reporting municipality, census blocks were selected for tabulation where 99% or more of their geographic area overlapped with the municipal boundary. **(data**

file for this sourced from NC OSBM for the 2020 Census Municipal Boundary File).This produced a population estimate roughly in proportion to the original analysis in this document when compared to the Raleigh UZA as a whole.

- Square miles for population density were calculated using selected Census blocks from tabulate intersection results of Raleigh UZA using NC State Plane projection (1983, feet) and US Survey Miles. During review it was discovered that original metrics used Land Area only when considering population density so new denominators were applied to the density calculations above using the new square mile estimates in the spreadsheet. This method is consistent with FTA methodology for determining population density.

Municipality:

A town, village, or other district is a municipal corporation organized under the laws of North Carolina that has the powers, duties, privileges and immunities conferred by law on cities, towns, and villages.

Municipal Population:

For the 2020 Census, a "municipal population" refers to the population living within legally defined municipalities, such as incorporated cities, towns, and villages.

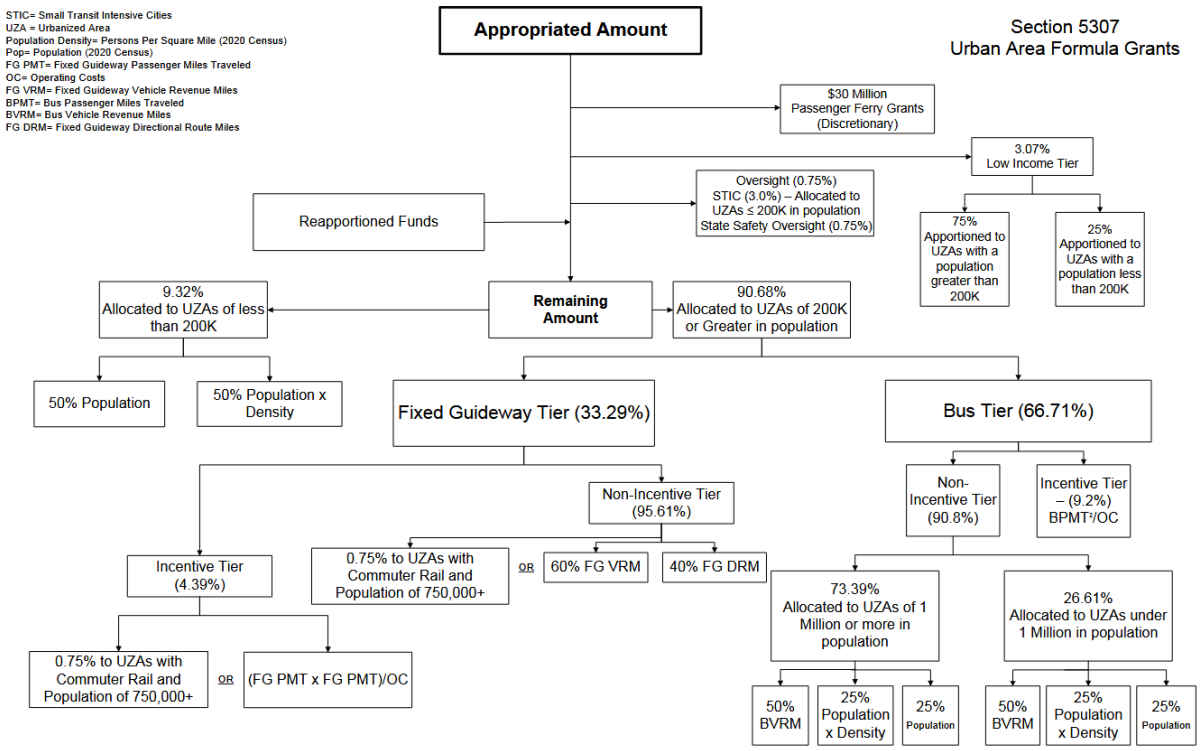
Low-Income Individual:

An individual whose family income is at or below 150 percent of the poverty line, as that term is defined in Section 673(2) of the Community Services Block Grant Act (42 U.S.C. 9902(2)), including any revision required by that section for a family of the size involved.

Low-Income Population:

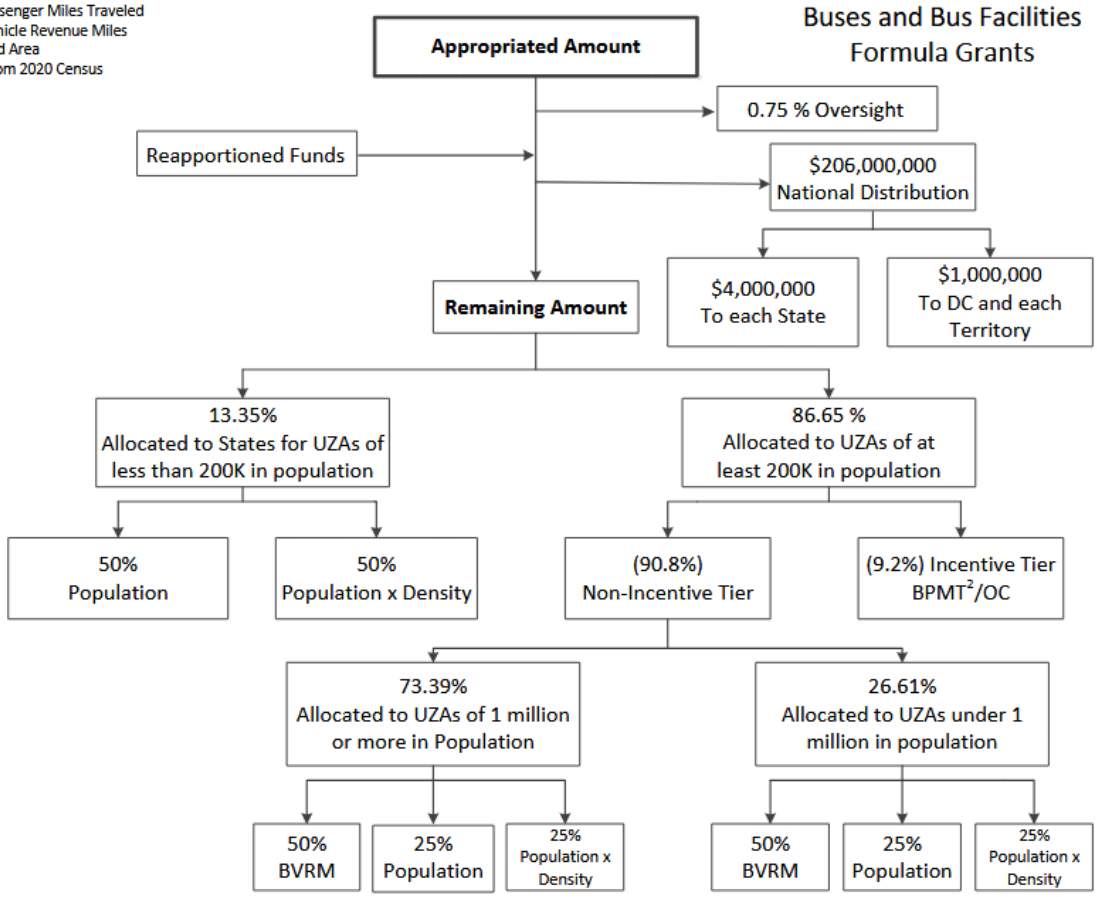
FTA usually utilizes most the recent five (5) year estimates from the American Community Survey from the Census at the beginning of the federal fiscal year of apportionment to determine the Low-Income Population within the Raleigh UZA.

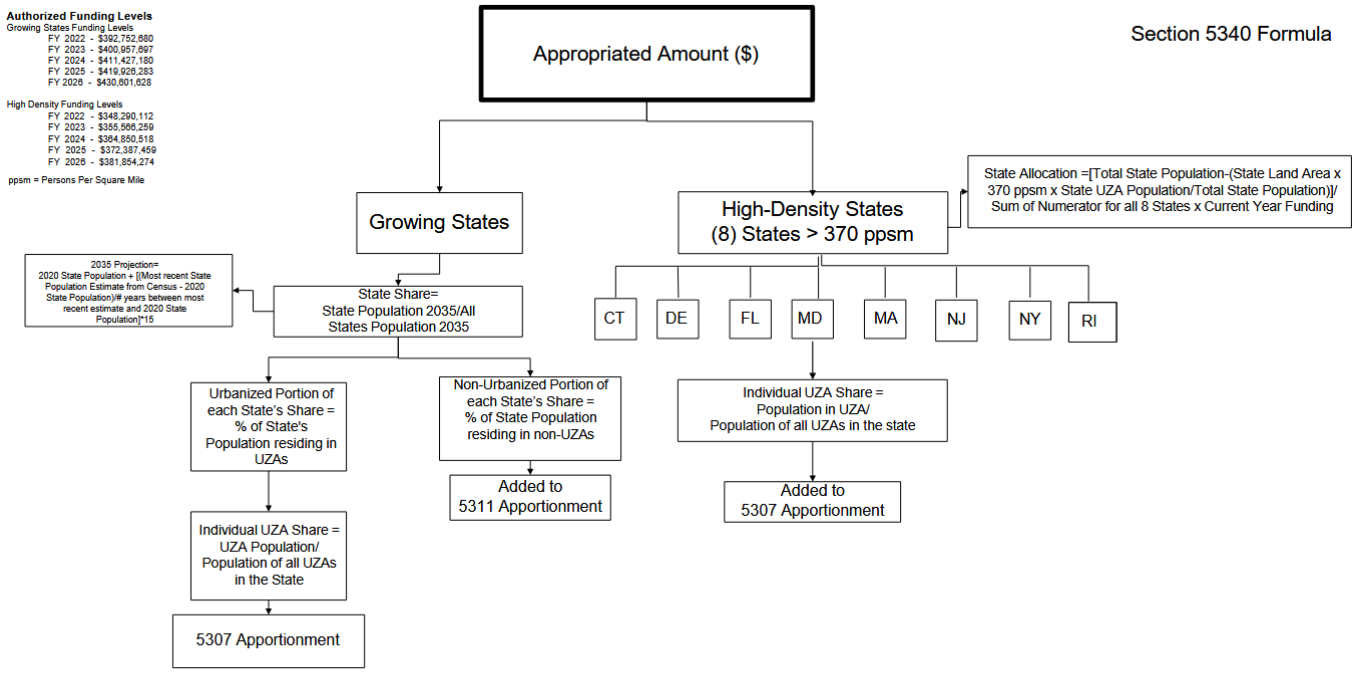
Reference: Current (April 2026) FTA Apportionment Methodologies



Population Density= Persons Per Square Mile (2020 Census)
OC = Operating Costs
BPMT = Bus Passenger Miles Traveled
BVRM = Bus Vehicle Revenue Miles
UZA = Urbanized Area
Population is from 2020 Census

Section 5339 Buses and Bus Facilities Formula Grants




Authorized Funding Levels
Growing States Funding Levels
FY 2022 - $392,752,680
FY 2023 - $400,957,697
FY 2024 - $411,427,180
FY 2025 - $419,926,283
FY 2026 - $430,801,628
High Density Funding Levels
FY 2022 - $348,290,112
FY 2023 - $355,566,259
FY 2024 - $364,850,518
FY 2025 - $372,387,459
FY 2026 - $381,854,274
ppsm = Persons Per Square Mile
Appropriated Amount ($)
Section 5340 Formula
Growing States
High-Density States
(8) States > 370 ppsm
State Allocation =[Total State Population-(State Land Area x 370 ppsm x State UZA Population/Total State Population)]/ Sum of Numerator for all 8 States x Current Year Funding
2035 Projection=
2020 State Population + [(Most recent State Population Estimate from Census - 2020 State Population)/# years between most recent estimate and 2020 State Population]*15
State Share=
State Population 2035/All States Population 2035
CT
DE
FL
MD
MA
NJ
NY
RI
Urbanized Portion of each State's Share = % of State's Population residing in UZAs
Non-Urbanized Portion of each State's Share = % of State Population residing in non-UZAs
Individual UZA Share = Population in UZA/ Population of all UZAs in the state
Added to 5311 Apportionment
Added to 5307 Apportionment
Individual UZA Share = UZA Population/ Population of all UZAs in the State
5307 Apportionment

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for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: August 11, 2026

Item Details

Presenter(s): Karmen McGee, Director

Department(s): Human Resources

Requested Motion

A) Motion to approve revisions to Article VII, Holidays and Leaves of Absence, Section 18 – Family and Medical Leave, of the Town of Apex Personnel Policy.

B) Motion to approve revisions to Article V, Conditions of Employment, Section 10 – Employment of Relatives and Nepotism, of the Town of Apex Personnel Policy.

Approval Recommended?

Yes

Item Details

The Human Resources Department is requesting Council consideration of two amendments to the Town of Apex's Personnel Policies addressing Family and Medical Leave Act (FMLA) benefits administration and nepotism/employment of relatives. The proposed revisions are intended to provide clearer administrative guidance, establish consistent expectations for employees and supervisors, and strengthen the Town's personnel practices related to benefit continuation and potential conflicts of interest.

The proposed FMLA policy amendment clarifies the responsibilities of both the Town and employees regarding continuation of health insurance benefits while an employee is on approved FMLA leave. The revision specifies that the Town will continue its employer contribution toward health benefit premiums during both paid and unpaid FMLA leave, while employees remain responsible for their applicable share of premiums. It also establishes procedures for payment during unpaid leave, notice requirements before benefits may be terminated for nonpayment, and circumstances under which the Town may seek reimbursement of employer-paid premiums if an employee elects not to return to work following FMLA leave. The amendment additionally clarifies that employees remain responsible for payments associated with other insurance coverage and payroll deductions.

The proposed Nepotism and Employment of Relatives Policy amendment provides a more comprehensive framework for addressing employment relationships that could create an actual or perceived conflict of

interest, favoritism, or undue influence. The policy expands the definition of covered relationships beyond immediate family members to include domestic partners and certain other close personal relationships when the circumstances could present a conflict. While the employment of relatives is not categorically prohibited in most situations, the policy establishes separation requirements, including restrictions on relatives working within the same work unit, reporting to the same supervisor, or participating in employment decisions affecting one another.

The nepotism amendment also establishes additional safeguards for positions with broad organizational authority or influence. Relatives of the Mayor and Town Council, Town Manager and assistant/deputy managers, Town Attorney, Town Clerk, department directors, and Human Resources staff would be prohibited from employment with the Town. Employees and applicants would also be required to disclose relationships that may create a conflict so that Human Resources can evaluate the circumstances and determine whether corrective measures are necessary. Where a conflict arises, the policy prioritizes reassignment or restructuring where feasible and establishes a process for resolving circumstances in which an appropriate separation cannot otherwise be achieved. The Town Manager would retain authority to consider exceptions or unique circumstances requiring administrative judgment.

Collectively, the amendments are intended to modernize and clarify the Town's personnel policies, promote consistent administration, reduce ambiguity for employees and supervisors, and reinforce fair and impartial employment practices throughout the organization.

Attachments

- CN23-A1: Amendment to Article V, Section 10 – Town of Apex Nepotism and Employment of Relatives Policy
- CN23-A2: Amendment to Article VII, Section 18 – Family and Medical Leave (FMLA)

Town of Apex Nepotism & Employment of Relatives Policy

Purpose

The Town of Apex is committed to maintaining a fair, impartial, and professional work environment. To preserve public trust and avoid actual or perceived favoritism, conflicts of interest, or undue influence, the Town establishes the following guidelines regarding the employment of relatives and individuals with close personal relationships.

Definition – Relatives and close personal relationships

For the purposes of this policy, relationships will be evaluated based on the degree of closeness. Relatives of the following relationships will be subject to the conditions of this policy.

- Spouse or domestic partner
- Parent or guardian
- Child
- Sibling
- Grandparent
- Grandchild
- Aunt or uncle
- Niece or nephew
- Individuals in other close personal relationships, such as dating, cohabitating, or engaged couples; half-, step-, and in-law relationships of the above; or other relatives or relationships in which the degree of closeness could present a conflict of interest may also be subject to the conditions outlined in this policy.

Policy conditions

While employment of relatives is not strictly prohibited, the following guidelines shall be observed to avoid conflicts of interest, favoritism, or other undue influence:

- Relatives may not work within the same work unit. Department heads will consult with Human Resources to determine whether an appropriate degree of separation exists, based on the size and structure of each department.
- No two relatives may directly report to the same supervisor.
- No employee may supervise, evaluate, or influence the terms or conditions of employment of a relative, directly or indirectly, including but not limited to:
    - Application or hiring
    - Performance evaluation
    - Promotion or demotion
    - Transfer
    - Special assignment
    - Salary or leave administration
    - Disciplinary action
- Relatives of the following positions may not be employed by the Town of Apex in any capacity:
    - Mayor and members of Town Council
    - Town Manager, Deputy Town Manager, and Assistant Town Managers
    - Town Attorney

    - Town Clerk
    - Department heads/directors
    - Human Resources Department staff
- Employees and applicants must promptly report any existing relationship or changes to a relationship that may create a conflict of interest. Reports should be made to the employee's supervisor, who will notify the department head. The department head will then consult with Human Resources to evaluate the situation and determine if further action is needed.

Mitigation and resolution of conflicts
If a new or existing relationship creates a potential conflict:

- The Town will make reasonable efforts to identify a suitable alternative arrangement to eliminate the conflict, such as reassignment or restructuring of reporting relationships.
- If no suitable option can be identified, the affected employees will be given 30 calendar days to determine which individual will resign.
- If no decision is made within 30 days, the Town reserves the right to make the determination.

Impact on promotional or transfer opportunities
To preserve appropriate separation and avoid conflicts of interest or the perception of favoritism, promotional opportunities, special assignments, and transfers may be limited for employees who have relatives employed by the Town.

Administrative review
Exceptions to this policy or unique circumstances requiring administrative judgment may be requested and approved at the discretion of the Town Manager or their designee.

9) When an employee is on leave under FMLA, the Town will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work. The employee will be provided with the Notice of Eligibility & Rights and Responsibilities under the Family and Medical Leave Act. Premiums will continue to be paid by payroll deductions during periods of paid leave. Employees must contact Human Resources to arrange payment of the employee's share of benefit premiums during periods of unpaid leave. The Town will continue to pay the employer's share of premiums during periods of FMLA leave, whether the leave is paid or unpaid. If an employee fails to pay the employee's share of any premium, the employee's unpaid benefits will be subject to termination. The employee will be notified by the Town before benefits are terminated. If an employee chooses not to return to work for reasons other than a continued serious health condition, the Town will require the reimbursement of the ~~amount employer's share of~~ full premiums paid by the Town for the employee's ~~health~~ insurance ~~premiums~~ during the FMLA leave period. Other insurance and payroll deductions are the responsibility of the employee, and the employee must make ~~those~~ payments for continued coverage of ~~that~~ those benefits.

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for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: August 11, 2026

Item Details

Presenter(s): Councilmember Sue Mu (sponsor)

Department(s): Governing Body

Requested Motions

Motion to approve an amendment to Resolution No. RES-2026-039, Resolution Establishing the Peak Resilience and Wellbeing Task Force, increasing the official membership of the Task Force from eighteen (18) members to thirty (30) members, with all other provisions of the resolution remaining unchanged.

Approval Recommended?

Yes

Item Details

On April 14, 2026, the Apex Town Council unanimously adopted Resolution No. RES-2026-039 establishing the Peak Resilience and Wellbeing Task Force as a non-standing, community-based body focused on behavioral health awareness, prevention, early intervention, reducing stigma, and improving access to information, resources, and services for Apex residents. The Task Force was established to remain active through June 30, 2028, unless extended or subsequently formalized as a standing advisory body.

As originally adopted, the resolution provides for eighteen (18) official members, supplemented by additional community volunteers, representing a range of professional expertise, lived experiences, and community perspectives. The Task Force is charged with supporting educational and outreach efforts, developing culturally responsive materials, strengthening partnerships with schools, healthcare providers, community organizations, and other stakeholders, identifying gaps and barriers to behavioral health services, promoting youth and family engagement, and providing periodic reports and recommendations to the Town Council.

Since adoption of the resolution, interest in and participation with the Task Force has demonstrated an opportunity to broaden its formal membership and further expand community representation. The proposed amendment would increase the number of official Task Force members from eighteen (18) to thirty (30). This expanded membership is intended to provide additional capacity for participation and

allow the Task Force to incorporate a wider range of perspectives, experiences, and areas of expertise as it carries out its work.

No other changes to the Task Force's structure, purpose, responsibilities, governance provisions, reporting requirements, or term are proposed. The Task Force would continue operating under the framework established by Resolution No. RES-2026-039, with the membership increase representing the sole substantive amendment presented for Town Council consideration.

Attachments

- CN24-A1: Adopted Resolution (RES-2026-039) Establishing the Peak Resilience and Wellbeing Task Force
- CN24-A2: Proposed Resolution Amendment – Peak Resilience and Wellbeing Task Force

TOWN OF APEX TOWN COUNCIL
RESOLUTION ESTABLISHING THE
PEAK RESILIENCE AND WELLBEING TASK FORCE
RES-2026-039

WHEREAS, behavioral health is a fundamental component of overall health and wellbeing, affecting individuals, families, schools, workplaces, and the broader community; and,

WHEREAS, data from North Carolina indicate that more than one in five adults experienced a behavioral health condition within the past year, reflecting a significant and ongoing public health concern; and,

WHEREAS, suicide is currently the second leading cause of death among youth ages 10 to 18, underscoring the urgent need for early intervention, prevention strategies, and accessible support systems for young people; and,

WHEREAS, the Wake County Community Health Needs Assessments conducted in 2022 and 2025 both identified behavioral/mental health as a top priority, demonstrating a persistent and unmet need across our community; and,

WHEREAS, the 2025 assessment further revealed that residents continue to encounter substantial barriers to accessing behavioral health care, including high costs, lack of insurance coverage or insurance complexity, long wait times for services, limited availability of providers—particularly those reflecting the diversity of the community—language access challenges, and the ongoing impact of stigma; and,

WHEREAS, approximately one in five survey respondents reported experiencing barriers to obtaining needed behavioral health care, indicating that a significant portion of the population is not receiving timely or adequate support; and,

WHEREAS, stigma and lack of awareness surrounding mental health conditions often prevent individuals from seeking help, delay treatment, and contribute to worsening outcomes; and,

WHEREAS, early identification of behavioral health challenges, combined with education and community-based prevention efforts, has been shown to improve outcomes, reduce crisis situations, and strengthen long-term resilience; and,

WHEREAS, coordinated, community-wide approaches that involve public agencies, healthcare providers, schools, nonprofit organizations, and residents are essential to addressing systemic gaps and improving access to care; and,

WHEREAS, increasing public understanding of behavioral health, normalizing help-seeking behavior, and providing clear pathways to care can create a more supportive and connected community; and,

WHEREAS, North Carolina (N.C.) law, including N.C. General Statutes § 122C-115, authorizes the appropriation of public funds to support mental health, thereby enabling local governments to contribute to initiatives that enhance the health

and resilience of the community;

WHEREAS, there is a demonstrated need for a structured, collaborative body in the Town of Apex to guide local efforts focused on behavioral health awareness, prevention, early intervention, and equitable access to services.

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Apex, the establishment of a non-standing resident Task Force called the "Peak Resilience and Wellbeing Task Force" to support residents through education, prevention, and early intervention initiatives and resources related to behavioral health and wellbeing.

BE IT FURTHER RESOLVED, that the non-standing Peak Resilience and Wellbeing Task Force shall have the following composition and regulations:

1) shall be active until June 30, 2028, unless this resolution is modified to extend the term of the Task Force or an ordinance is adopted to establish a standing Advisory Board.
2) shall consist of eighteen (18) official members and a host of other volunteers, as outlined in Attachment A, representing diverse expertise and community perspectives.
3) The Taskforce purpose shall be to promote behavioral health awareness and reduce stigma within the community, support the early identification of mental health challenges, and improve access to information, resources, and services. The Taskforce will also work to strengthen coordination among local agencies, organizations, and stakeholders, while providing informed recommendations to enhance community-based mental health outcomes
4) Task Force members shall have the following duties and responsibilities:
    a. Organize and host regular workshops and educational events on topics including recognizing warning signs, understanding treatment options, reducing stigma, and accessing care;
    b. Develop and distribute accessible, culturally responsive educational materials;
    c. Partner with county departments, schools, healthcare providers, and community organizations;
    d. Identify gaps in services and recommend strategies to address barriers such as cost, language access, and provider availability;
    e. Promote youth and family engagement in mental health awareness initiatives; and,
    f. Submit periodic reports and recommendations to the Apex Town Council.
5) Task Force members shall abide by the following sections of the Resident Advisory Board Administrative Policy:
    a. Code of Ethics,
    b. Conflicts of Interests, and

c. Member Responsibilities.

6) Task Force members shall have the authority to select their Chair and Vice-Chair for the duration of the Task Force.
7) Task Force members shall adopt a regular meeting schedule which shall be filed with the Town Clerk.
8) Task Force members are required to submit an annual report to the Apex Town Council summarizing:
    a. Activities and programs conducted over the previous period.
    b. Identified challenges and barriers.
    c. List of partner agencies and nature of relationship.
    d. Recommendations for policy, funding, and programmatic improvements.

BE IT FURTHER RESOLVED, that the Town Council Task Force Representative, in consultation with the Town Clerk, has the authority to appoint alternate members to the Peak Resilience and Wellbeing Task Force if any of the primary members resign or do not fulfil their responsibilities on the Task Force. Individuals selected as alternates shall represent differing points of view and experiences, and shall be reflective of the community demographics.

BE IT FURTHER RESOLVED, the Town Clerk is hereby requested to notify the governing body for the Town of Apex of any membership and leadership changes on the Peak Resilience and Wellbeing Task Force.

ADOPTED, this the 14th day of April 2026.

TOWN OF APEX

Jacques K. Gilbert
Mayor

Attest:

Allen Coleman, CMC
Town Clerk

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: August 11, 2026

Item Details

Presenter(s): Joshua Killian, Planner III

Department(s): Planning

Requested Motion

Motion to approve Statement of the Town Council and Ordinance for Rezoning Case No. 25CZ23, Pablo Reiter, PRMS Investments LLC, petitioner, for the properties located at 0 Jessie Drive & 8252 Smith Road (PINs 0751209246 & 0750493450)

Approval Recommended?

The Planning Department recommends approval.

Item Details

Rezoning Case No. 25CZ23 was approved at the June 23, 2026 Town Council meeting.

Attachments

- CN25-A1: Statement and Ordinance – Rezoning Case No. 25CZ23 Horton Park PUD Amendment
- CN25-A2: Attachment A – Legal Description – Rezoning Case No. 25CZ23 Horton Park PUD Amendment
- CN25-A3: Attachment B – PUD Text and Plan Sheets – 25CZ23 Horton Park PUD Amendment

STATEMENT OF TOWN COUNCIL AND ORDINANCE AMENDING THE OFFICIAL ZONING DISTRICT MAP OF THE TOWN OF APEX TO CHANGE THE ZONING OF APPROXIMATELY 16.96 ACRES LOCATED AT 0 JESSIE DRIVE AND 8252 SMITH ROAD FROM PLANNED UNIT DEVELOPMENT-CONDITIONAL ZONING (PUD-CZ #18CZ04) TO PLANNED UNIT DEVELOPMENT-CONDITIONAL ZONING (PUD-CZ)

#25CZ23

WHEREAS, Pablo Reiter, PRMS Investments LLC, applicant (the "Applicant"), submitted a completed application for a conditional zoning on the 1st day of December 2025 (the "Application"). The proposed conditional zoning is designated #25CZ23;

WHEREAS, the Planning Director for the Town of Apex, Dianne Khin, caused proper notice to be given (by publication and posting) of a public hearing on #25CZ23 before the Planning Board on the 8th day of June 2026;

WHEREAS, the Apex Planning Board held a public hearing on the 8th day of June 2026, gathered facts, received public comments and formulated a recommendation regarding the application for conditional zoning #25CZ23. A motion was made by the Apex Planning Board to recommend approval; the motion passed unanimously for the application for #25CZ23;

WHEREAS, pursuant to N.C.G.S. §160D-601 and Sec. 2.2.11.E of the Unified Development Ordinance, the Planning Director caused proper notice to be given (by publication and posting), of a public hearing on #25CZ23 before the Apex Town Council on the 23rd day of June 2026;

WHEREAS, the Apex Town Council held a public hearing on the 23rd day of June 2026. Joshua Killian, Planner III, presented the Planning Board's recommendation at the public hearing;

WHEREAS, all persons who desired to present information relevant to the application for #25CZ23 were allowed to present evidence at the public hearing before the Apex Town Council. No one who wanted to speak was turned away;

WHEREAS, the Apex Town Council finds that the approval of the rezoning is consistent with the 2045 Land Use Plan and other adopted plans in that the 2045 Land Use Map designates this area as Medium Density Residential. This designation on the 2045 Land Use Map includes the zoning district Planned Unit Development-Conditional Zoning (PUD-CZ) and the Apex Town Council has further considered that the proposed rezoning to Planned Unit Development-Conditional Zoning (PUD-CZ) will maintain the character and appearance of the area and provide the flexibility to accommodate the growth in population, economy, and infrastructure consistent with that contemplated by the 2045 Land Use Map;

WHEREAS, the Apex Town Council finds that the approval of the rezoning is reasonable and in the public interest in that: The rezoning will allow platting of lots and construction of homes within the subject properties (POD 5 and POD 6) based on the results of a revised Traffic Study. Additional conditions have been provided that ensure continued phased improvements with development of the Horton Park PUD while continuing the limitation on residential density prior to the completion of NCDOT U-5825 (Ten Ten Rd widening); and

WHEREAS, the Apex Town Council by a vote of 4 to 1 approved Application #25CZ23 rezoning the subject tract located at 0 Jessie Drive and 8252 Smith Road from Planned Unit Development-Conditional Zoning (PUD-CZ #18CZ04) to Planned Unit Development-Conditional Zoning (PUD-CZ).

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

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

Section 2: The Town of Apex Unified Development Ordinance, including the Town of Apex North Carolina Official Zoning District Map which is a part of said Ordinance, is hereby amended by changing the

zoning classification of the "Rezoned Lands" from Planned Unit Development-Conditional Zoning (PUD-CZ #18CZ04) to Planned Unit Development-Conditional Zoning (PUD-CZ). District, subject to the conditions stated herein.

Section 3: The Planning Director is hereby authorized and directed to cause the said Official Zoning District Map for the Town of Apex, North Carolina, to be physically revised and amended to reflect the zoning changes ordained by this Ordinance.

Section 4: The "Rezoned Lands" are subject to the conditions in Attachment "B" Horton Park PUD Amendment which are imposed as part of this rezoning.

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

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

Motion by Council Member_____

Seconded by Council Member_____

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

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

This the _____ day of _____ 2026.

TOWN OF APEX

_____
Jacques K. Gilbert
Mayor

ATTEST:

_____
Allen Coleman, CMC, NCCCC
Town Clerk

APPROVED AS TO FORM:

_____
Town Attorney

AFFIDAVIT OF OWNERSHIP: EXHIBIT A – LEGAL DESCRIPTION

Application #: _____ Submittal Date: _____

Insert legal description below.

PIN: 0750493450

COMMENCING AT THE NORTHEAST PROPERTY CORNER OF LOT 504 OF HORTON PARK PHASE 2 AS SHOWN IN BOOK OF MAPS 2025 PAGES 1014-1019 THENCE, N 22° 00' 51.0" W FOR A DISTANCE OF 10.22 FEET TO THE POINT OF BEGINNING; THENCE RUNNING THE FOLLOWING CALLS:
ALONG A CURVE TO THE RIGHT, WITH A RADIUS OF 1528.18 FEET AND A 583.39 FEET CHORD WITH BEARING S89°14'34"E, AN ARC DISTANCE OF 586.99 FEET TO A POINT;
THENCE ALONG A CURVE TO THE RIGHT, WITH A RADIUS OF 25.00 FEET AND A 35.94 FEET CHORD WITH BEARING S32°17'26"E, AN ARC DISTANCE OF 40.10 FEET TO A POINT;
THENCE S77°57'09"E, 50.02 FEET TO A POINT;
THENCE ALONG A CURVE TO THE RIGHT, WITH A RADIUS OF 25.00 FEET AND A 35.18 FEET CHORD WITH BEARING N58°22'23"E, AN ARC DISTANCE OF 39.02 FEET TO A POINT;
THENCE S76°54'41"E, 129.05 FEET TO A POINT;
THENCE ALONG A CURVE TO THE RIGHT, WITH A RADIUS OF 820.00 FEET AND A 231.99 FEET CHORD WITH BEARING S68°46'45"E, AN ARC DISTANCE OF 232.77 FEET TO A POINT;
THENCE N29°21'11"E, 60.00 FEET TO A POINT;
THENCE S45°43'33"E, 609.19 FEET TO A POINT;
THENCE S35°48'35"W, 30.00 FEET TO A POINT;
THENCE N45°43'02"W, 390.98 FEET TO A POINT;
THENCE N49°11'07"W, 84.76 FEET TO A POINT;
THENCE S66°35'11"W, 375.96 FEET TO A POINT;
THENCE N81°28'30"W, 684.76 FEET TO A POINT;
THENCE N22°00'51"W, 280.53 FEET TO THE POINT OF BEGINNING.
CONTAINING 304,124.07 SQUARE FEET, MORE OR LESS.

PIN# 0751209246

BEGINNING AT THE SOUTHWEST MOST PROPERTY CORNER OF "LOTS O & P" AS SHOWN IN BOOK OF MAPS 2024 PAGES 1931-1946, THENCE RUNNING THE FOLLOWING CALLS:
N4°44'10"E, 946.02 FEET TO A POINT;
THENCE N3°19'27"E, 114.19 FEET TO A POINT;
THENCE N88°25'14"E, 25.83 FEET TO A POINT;
THENCE N49°14'56"E, 27.25 FEET TO A POINT;
THENCE S80°49'05"E, 33.65 FEET TO A POINT;
THENCE N74°14'18"E, 76.44 FEET TO A POINT;
THENCE N68°27'28"E, 65.09 FEET TO A POINT;
THENCE N88°37'23"E, 66.65 FEET TO A POINT;
THENCE N69°14'14"E, 63.62 FEET TO A POINT;
THENCE N81°19'05"E, 40.58 FEET TO A POINT;
THENCE N62°00'44"E, 32.18 FEET TO A POINT;
THENCE S46°52'03"E, 18.58 FEET TO A POINT;
THENCE N38°06'11"E, 41.22 FEET TO A POINT;
THENCE S68°05'04"E, 31.37 FEET TO A POINT;
THENCE N74°43'15"E, 41.26 FEET TO A POINT;
THENCE N66°10'28"E, 65.72 FEET TO A POINT;
THENCE S78°50'46"E, 31.14 FEET TO A POINT;
THENCE N70°07'44"E, 2.42 FEET TO A POINT;
THENCE, ALONG A CURVE TO THE RIGHT, WITH A RADIUS OF 655.00 FEET AND A 364.35 FEET CHORD WITH BEARING S2°10'02"W, AN ARC DISTANCE OF 369.22 FEET TO A POINT;
THENCE, ALONG A CURVE TO THE RIGHT, WITH A RADIUS OF 8.00 FEET AND A 11.51 FEET CHORD WITH BEARING S64°20'28"W, AN ARC DISTANCE OF 12.85 FEET TO A POINT;
THENCE N69°38'01" WEST, 15.90 TO A POINT;
THENCE S24°32'45" WEST, 50.21 TO A POINT;
THENCE S69°38'01"E, 18.54 FEET TO A POINT;
THENCE, ALONG A CURVE TO THE RIGHT, WITH A RADIUS OF 8.00 FEET AND A 11.68 FEET CHORD WITH BEARING S22°43'53"E, AN ARC DISTANCE OF 13.09 FEET TO A POINT;
THENCE, ALONG A CURVE TO THE RIGHT, WITH A RADIUS OF 655.00 FEET AND A 286.52 FEET
CHORD WITH BEARING S36°48'17"W, AN ARC DISTANCE OF 288.86 FEET TO A POINT;
THENCE S49°26'19" WEST, 55.76 FEET TO A POINT;
THENCE, ALONG A CURVE TO THE RIGHT, WITH A RADIUS OF 25.00 FEET AND A 34.64 FEET CHORD WITH BEARING N86°42'27"W, AN ARC DISTANCE OF 38.27 FEET TO A POINT;
THENCE S49°26'19" WEST, 50.04 FEET TO A POINT;
THENCE, ALONG A CURVE TO THE RIGHT, WITH A RADIUS OF 25.00 FEET AND A 34.64 FEET CHORD WITH BEARING S5°35'5"W, AN ARC DISTANCE OF 38.27 FEET TO A POINT;
THENCE S49°26'19" WEST, 249.22 FEET TO A POINT;
THENCE, ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 540.00 FEET AND A 277.37 FEET CHORD WITH BEARING S34°33'26"W, AN ARC DISTANCE OF 280.51 FEET TO A POINT;
THENCE S19°40'32"W, 55.86 FEET;
THENCE N87D20'7"W, 0.53 FEET TO THE POINT OF BEGINNING.
CONTAINING 434,630 SQUARE FEET, MORE OR LESS.

MORNINGSTAR LAW GROUP

Leticia Shapiro | Attorney
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Raleigh, NC 27601

919-590-0366
tshapiro@morningstarlawgroup.com
www.morningstarlawgroup.com

December 1, 2025

Via Town of Apex IDT
Planning
Town of Apex
322 N. Mason Street
Apex, NC 27502

RE: Horton Park PUD Amendment
(See Exhibit C – List of Properties)

To Whom it May Concern,

This letter is submitted to inform you of a proposed amendment to the Horton Park Planned Unit Development (PUD). The request seeks to modify the existing zoning from Planned Unit Development Conditional Zoning (PUD-CZ) to PUD-CZ with revised conditions.

The Horton Park PUD was initially rezoned on October 18, 2017, under Case No. 17CZ19, encompassing a total of 149.029 acres (121.109 acres zoned PUD-CZ and 27.92 acres zoned LI-CU). Subsequently, on April 17, 2018, under Case No. 18CZ04, the PUD was amended to incorporate three additional parcels into the PUD-CZ portion of the district, adding 25.790 acres and increasing the total PUD-CZ acreage to 146.899 acres. The 2018 amendment also established a condition limiting development to a maximum of 250 dwelling units until the completion of specified off-site roadway improvements, including the NCDOT widening of Ten Ten Road. These improvements were identified in the Traffic Study prepared by Ramey Kemp & Associates and referenced in Section 12 and Section 17 of the approved PD Text, attached hereto as Exhibit B.

To date, approximately 247 units have been developed. The developer has completed a significant portion of the required improvements, resulting in materially enhanced access to and from Horton Park since approval of the amended PUD. These improvements are further documented in the revised Traffic Analysis prepared by Kimley-Horn, which has been submitted for review as part of this amendment application. At the time of the original approvals in 2017 and 2018, the widening of Ten Ten Road was anticipated for 2021. Due to delays, including but not limited to, the COVID-19 pandemic, the project was postponed to

2023 and, with the advancement of the NC-540 extension, now appears to have been deprioritized by NCDOT.

Exhibit A proposes an amendment to remove the 250-unit development cap and replace it with a revised cap of 335 units (225 single-family detached homes and 110 townhomes), consistent with the findings of the updated Transportation Impact Analysis performed by Kimley-Horn dated September 25. 2025. This amendment does not increase the overall number of units previously approved for the PUD; rather, it reallocates the approved units to allow development within the PUD to progress.

A corresponding PUD-CZ rezoning application and the revised Traffic Impact Analysis prepared by Kimley-Horn have been submitted through the Town's development portal.

Respectfully submitted,

Leticia L. Shapiro

Exhibit A

HORTON PARK PUD AMENDMENT
Proposed Rezoning Changes
December 1, 2025

Section 12: Public Facilities

...

Transportation

Following are the Traffic Capacity Zoning Conditions for the project as coordinated between NCDOT, the Town of Apex Transportation Engineering staff, and the project Transportation Engineer (Ramey Kemp & Associates).

The Developer shall coordinate with NCDOT all planned improvements on state maintained roadways. In some cases, zoning conditions are subject NCDOT review and approval and may change to conform to NCDOT approvals. Turn bay storage lengths refer to the length of full width lane provided exclusive of the 100-foot taper in each case. Jessie Drive shall continue as a state maintained roadway for all existing and proposed sections, and the developer shall dedicate the right-of-way pursuant to the current Town of Apex Transportation Plan – Thoroughfare and Collector Street Plan, currently a 100-foot public right of way along all sections of Jessie Drive within the development.

The timing of the roadway improvements will be coordinated with Apex Transportation Staff during the Master Subdivision Plan and Construction Document review based upon the recommendations within the approved Traffic Impact Analysis (TIA) and according to the phasing plan providing in Section 17 – Phasing. The following recommendations are based upon the initial TIA dated May 31, 2017 with Colby Chase Addendum dated August 30, 2017 and an updated Traffic Study provided by Kimley-Horn dated September 29, 2025.

US 1 Southbound Ramps / Waterford Green Drive at Center Street

- The Developer shall coordinate with NCDOT and Town staff in order to conduct a signal timing study and implement traffic signal timing modifications within the scope of the closed loop-system for Center Street/Ten-Ten Road, including this intersection, Lufkin Road and Reliance Avenue. The developer shall be obligated to pursue this effort only once during the development build-out schedule as directed by the Town of Apex Senior Transportation Engineer.

- The Developer shall provide intersection signal timing evaluation and modifications at a time to be determined by the Town of Apex Senior Transportation Engineer within the following schedule: The timing evaluation shall occur after the first Final Plat is recorded and prior to the recorded and prior to the recordation of the Final Plat for no more than 250 dwelling units of single-family and/or townhomes, or the issuance building permits for 250 apartment u nits, or any combination thereof.

US Northbound Ramps / Lufkin Road at Ten-Ten Road

- The Developer shall construct dual left turn lanes with 400 feet of storage on the US 1 off-ramp, assuming the pending state TIP project west of Reliance Avenue remains on schedule to be constructed after proposed development build-out. Acceleration of the TIP project may result in revised requirements subject to approval by Apex and NCDOT at a later date.
- The Developer shall construct the aforementioned US 1 Northbound Ramp improvements prior to recordation of the Final Plat for 180 dwelling units of single-family and/or townhomes, or the issuance of building permits for 180 apartments units, or any combination thereof.

Reliance Avenue at Ten-Ten Road

- The Developer Shall restripe the eastbound right turn lane as a through-right and provide additional merge length east of the signalized intersection subject to NCDOT requirements.
- The Developer shall construct the improvements at the aforementioned Reliance Avenue/Ten Ten intersection prior to the first Final Plat for single-family and/or townhomes, or the first building permit issuance for the apartments.

Jessie Drive at Ten-Ten Road

To date, the following improvements have been completed by the Developer:

- Construct a westbound left-turn lane with a minimum of 100 feet of storage and appropriate taper prior to the pending state TIP project.
- Construct an eastbound right-turn with a minimum of 200 feet of storage and appropriate taper prior to the pending state TIP project.
- Construct a northbound right-turn lane with 100 feet of storage and appropriate taper prior to the pending state TIP project.

The following condition has been added with this PUD update, per the revised Traffic Impact Analysis for phases 1 and 2 completed by Kimley-Horn dated September 29, 2025:

- The Developer shall install a traffic signal at the intersection of Jessie Drive and Ten-Ten Road prior to platting more than 250 residential lots.

Smith Road at Ten-Ten Road

- The Developer shall extend the existing westbound left-turn lane to provide a minimum of 350 feet of storage and appropriate taper.
- The Developer shall construct the aforementioned improvements at the Smith Road/Ten Ten intersection at the time the East-West Collector Street is constructed and platted to Smith Road.

Smith Road at Stephenson Road

- The Developer shall construct an eastbound left-turn lane with a minimum of 100 feet of storage and appropriate taper.
- The Developer shall monitor this intersection for installation of all-way stop control and provide for the all-way stop conversation if warranted and permitted by NCDOT.
- The Developer shall construct the aforementioned improvements at the Smith Road/Stephenson Road intersection at the time the East-West Collector Street is constructed and platted to Smith Road.

Smith Road at Dezola Street

- The Developer shall construct a southbound right-turn lane with a minimum of 100 feet of storage and appropriate taper.
- The Developer shall construct and improve Dezola Street to a Major Collector Street Typical section on a 60-foot public right of way for the entire length.
- The Developer shall provide access to existing residential properties on Dezola Street in a manner that avoids residential driveways directly accessing any Major Collector Streets.
- The Developer shall construct the aforementioned improvements at the Smith Road/Dezola Street (aka East-West Collector) intersection at the time the East-West Collector Street is constructed and platted to Smith Road.

East Williams Street at Straywhite Avenue

- The Developer shall monitor the intersection and install a traffic signal if warranted and permitted by NCDOT.

- The Developer shall complete the monitoring period as directed by the Town of Apex Senior Transportation Engineer within the following schedule: The monitoring shall occur after the opening of Colby Chase Drive from the Pemberley subdivision to the Merion Subdivision but no later than the recording of the Final Plat for 250 dwelling units of single-family and/or townhomes, or the issuance of building permits for 250 apartment units, or any combination thereof.

Jessie Drive at Site Drive #1 at the North-South Connector Street

- The Developer shall construct single lane northbound and southbound approaches with stop control, and free-flow eastbound and westbound approaches with 100-foot left turn lanes both directions at both intersections.
- The Developer shall construct the North-South Connector Street to a Minor Collector Street typical section on a 60-foot public right-of-way for the entire length.
- The Developer shall construct the aforementioned improvements at the Jessie Drive/North-South Collector prior to recordation of the first Final Plat for single-family and/or townhomes, or the issuance of the first building permit for the apartments.

The following roadway improvements are internal to the project and do not require NCDOT review or approval. These improvements shall be reviewed with Apex staff to verify compliance with design standards during the zoning, master subdivision, and construction document stages of the project as appropriate. Improvements shall be constructed and platted as the connections are created for each development POD.

North-South Connector Street at Site Drive #2, #3, and Dezola Street

- The Developer shall construct single lane eastbound and westbound approaches with stop control, and single lane northbound and southbound free-flow approaches.

Dezola Street at Site Drive #4

- The Developer shall construct single lane northbound and southbound approaches with stop control, and single lane eastbound and westbound free-flow approaches. Stop control may be reversed subject to future connectivity.

North South Connector Street at Colby Chase Drive

- The Developer shall construct the connection of Colby Chase from Pemberley Subdivision to the Merion Subdivision. The connection of Colby Chase Drive to the state-maintained portion required NCDOT review and approval.
- The Developer shall construct the connection of the north-south connector street to Colby Chase.
- The Developer shall evaluate with Apex staff the option for traffic calming devises along Colby Chase Drive between Pemberley and Merion subdivisions.

Colby Chase Drive Extension

- The Developer agrees not to open Colby Chase Drive to the Merion Subdivision until the North-South Collector Street is constructed and open to the public.

Section 17: Phasing

Residential Development Restrictions:

The residential sections of Horton Park are being restricted by off-site roadway improvements as listed below. No restrictions on the development of the non-residential sections of Horton Park or the adjacent Light Industrial property is identified within this section of the PD Text.

Option 1:

Phase I: No more than 335 lots shall be platted for single family and townhomes, or 335 apartment units can receive building permits, or any combination thereof (not to exceed 335 units total) prior to the completion of the off-site roadway improvements identified within the Traffic Study provided by Kimley-Horn dated September 29, 2025, which replaces the Traffic Study provided by Ramey Kemp & Associates as noted in the PD Text – Section 12. To date, the following improvements have been made as referenced in the Ramey Kemp & Associates Traffic Study: the north-south Collector from Jessie Drive to Colby Chase Drive, the Colby Chase connection from Merion subdivision to Pemberley subdivision, and the portion of the east-west Major Collector from the north-south Collector to the access for the Dezola Street properties. The east-west Major Collector to Smith Road has not been completed.

Phase II: No more than 50 additional residential lots shall be platted for single-family and townhomes, or 50 additional units and 385 units total) prior to the

completion of additional through lanes associated with the NCDOT U-5825 project (Ten Ten Road widening).

Phase III: All remaining residential lots shall not be platted for single-family and townhomes, nor additional apartment units can receive building permits, until the Jessie Drive extension from Highway 55 to Ten Ten Road has been let for construction.

Option 2:

The completion of the extension of Jessie Drive from Highway 55 to Ten Ten Road as a 2-lane roadway section shall release all lots and units within Horton Park from any development timeline restrictions identified in Option 1.

EXHIBIT B

HORTON PARK

A PLANNED UNIT DEVELOPMENT

PD PLAN

Initial Horton Park Rezoning Submittal:	June 1, 2017
(Rezoning Case #17CZ19)	
Initial Horton Park Town Council Approval:	October 18, 2017
Horton Park Amendment:	February 1, 2018
	March 1, 2018
	March 20, 2018
Town Council Approval:	April 17, 2018

Applicant: MFW Investments, LLC
114 Birklands Drive
Cary, NC 27518

Civil Engineering & Land Planning: Peak Engineering & Design, PLLC
5448 Apex Peakway #368
Apex, NC 27502
(919) 439-0100
JRoach@PeakEngineeringDesign.com

PEAK
Engineering & Design

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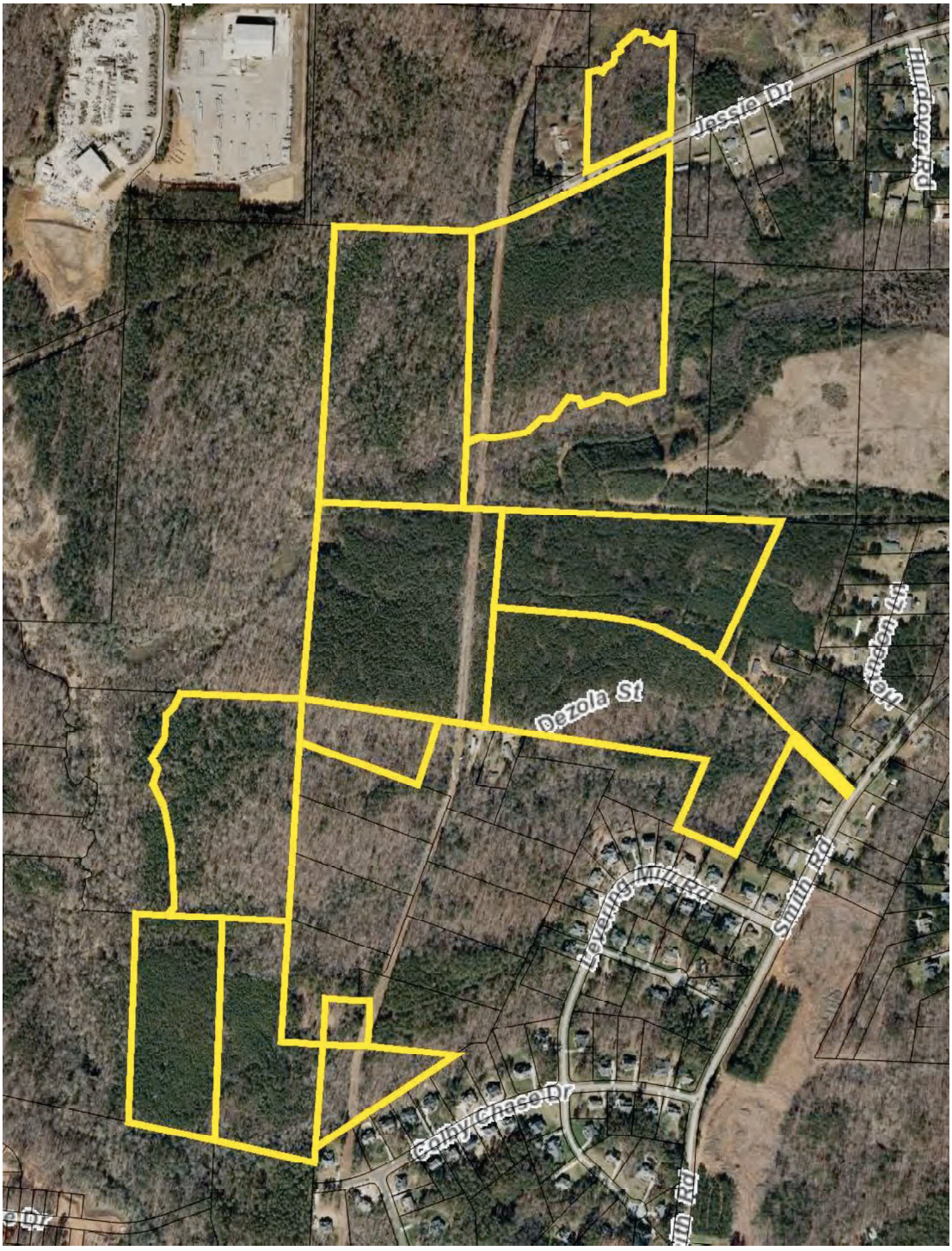
Exhibits

Building Elevations

PEAK
Engineering & Design

Section 2: Vicinity Map

Horton Park is a property assembly located along the western terminus of Jessie Drive on the north; Colby Chase Drive on the south; Middle Creek on the west; and Smith Road on the east. A Light Industrial area is located north of Jessie Drive which is not part of the rezoning package and is not included in the PUD-CZ zoning or PD Text document.



Executive Summary:
Horton Park was rezoned in October 2017 under case #17CZ19. The zoning case included 149.029 acres (121.109 acres PUD-CZ and 27.92 acres LI-CU). This zoning case is to add three parcels to the PUD-CZ section of the rezoning – 14.790 acre, 10.00 acre and 1 acre parcels. The following information is related to the overall project description and development opportunities.

Section 3: Project Data

Project name:	Horton Park
Applicant/Developer:	MFW Investments, LLC 114 Birklands Drive Cary, NC 27518-8203 mwhitehead@macgregordev.com
Prepared by:	Peak Engineering & Design, PLLC 5448 Apex Peakway #368 Apex, NC 27502 (919) 439-0100 jroach@peakengineeringdesign.com

Zoning:

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

2030 Land Use Map

Existing Land Use Designation:	Medium Density Residential, High Density Residential, Office Employment/Industrial Employment
Proposed Land Use:	Medium Density Residential, High-Density Residential, Office Employment/Industrial Employment (no change proposed)
Total Property:	146.899 acres 121.109 acres in the original PUD zoning (case #17CZ19) 25.790 acres of new property added to the PUD

Property Data (PINs):

0751-42-1387	0750-49-2436	0750-27-8677
0751-31-9308	0750-29-9342	0751-40-0194
0751-31-0079	0750-29-2070	0750-27-0906
0750-39-0993	0750-27-4707	0750-27-8925

Legal descriptions of the properties are based upon recorded maps, plats, or deeds. This information is all public and provided within the zoning application packet.

PEAK
Engineering & Design

Section 4: Purpose Statement

Horton Park is a proposed mixed-use development that is comprised of single family homes, townhomes, apartments, and non-residential areas. The 146.899 acre assemblage – 25.790 acres are new properties within the proposed PUD zoning district – is located in an underserved portion of Apex due to the lack of adequate road, water and sewer infrastructure. The PUD parameters are outlined in UDO Section 2.3.4(F)(1)(a)(i - vi) and addressed in various locations within the PD text document which will control the overall Horton Park development as previously described.

The PUD section of the property assemblage is comprised of twelve (12) parcels which total 146.899 acres located along Jessie Drive, west of Smith Road, north of Colby Chase Drive and east of Middle Creek. The properties are all currently zoned PUD-CZ or RR (Rural Residential). The Town of Apex's 2030 Land Use Map designates the properties as Medium Density Residential, High Density Residential as well as Office Employment/Industrial Employment. An amendment to the 2030 Land Use Map is not required for the current zoning request. Additional information related to the 2030 Land Use Map is provided in Section 18 – 2030 Land Use Map - within the PD Text document and with additional exhibits within the rezoning application.

The purpose of the PUD-CZ rezoning application is to develop a high quality, multi-product development including single family homes, townhomes, apartments and office/industrial employment and tech-flex options. The Horton Park project was previously approved as a PUD-CZ (case #17CZ19) with additional property north of Jessie Drive for Light Industrial uses. The current request is for the previous PUD-CZ district along with three additional parcels. This request does not included any changes to the LI-CZ district north of Jessie Drive.

The higher density residential portion of the property, including apartments and townhomes, will be clustered along Jessie Drive (a major thoroughfare) and the north-south connector (a minor collector street). As the site transitions from north to south, the density of the residential portion of Horton Park will reduce and the lot sizes increase. Infrastructure – including roads, water, and sewer – will extend from Jessie Drive south to other collectors and properties from the light industrial and higher density use on the north to the lower density, residential uses in the south.

The residential and non-residential portions of the development will allow the live-work environment which has been stressed by staff and elected officials for years. Greenways will provide pedestrian and bicycle connectivity to surrounding developments, future Apex trail connections and adjacent municipal connections. In the greenways section of the PD text, the extension of the Middle Creek greenway will be analyzed as discussions have been ongoing with Parks & Recreation staff related to long-term connectivity within the basin.

The transportation systems associated with the project will construct a portion of Jessie Drive from the project's western boundary to Ten Ten Road. This is the start of a critical link for future transportation systems in Apex to serve the area. The developer does not control the property to

the west of Middle Creek and cannot commit to the construction of the Jessie Drive connection to Highway 55. Discussions are ongoing with the Town of Apex and adjacent property owners to facilitate construction of Jessie Drive to Highway 55. A full Traffic Impact Analysis prepared by Ramey Kemp & Associates is included with the rezoning application. The analysis includes roadway improvements associated with Horton Park, including sections of Jessie Drive, major and minor collectors, and local streets to serve future residents and local commuters in the area.

Phasing is covered in Section 17 of the PD Text and in summary, the project expects development to occur in a number of phases, including non-residential, apartments, townhomes and single family areas. The final construction phasing will be coordinated with Apex staff during the Master Subdivision and Site Plan design stages. Section 17 provides additional phasing details.

The rezoning of the properties to PUD-CZ will provide a high quality project for the live–work option in southeast Apex, preserves significant environmentally sensitive areas, provides greenway connections and play lawns, ensures compatibility with the surrounding developments, provides major infrastructure upgrades, and adds significant industrial/employment zoned areas in southeast Apex.

Section 5: Permitted Use Table

The rezoned lands may be used as listed below. The chart provided is a reference to UDO Section 4.2.2 – Use Table – which lists the uses which are permitted within the proposed PUD-CZ zoning.

Horton Park PUD			
Permitted Use Table – PUD-CZ District Only			
"P" permitted; "S" special use permit; " " not permitted; "%" percentage of gross square footage			
Use Type	Residential PODs 3, 5 - 8	High Density Residential POD 4	Tech-Flex Non-Residential POD 2
Residential Uses (UDO 4.3.1)			
Accessory apartment	P	P	
Condominium			
Congregate living facility			
Duplex			
Family care home	P	P	
Farm residence			
Manufactured home			
Mobile home			
Multi-family or apartment		P	
Nursing or convalescent facility			
Security or caretaker quarters			
Single-family	P		

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Horton Park PUD			
Permitted Use Table			
"P" permitted; "S" special use permit; " " not permitted; "%" percentage of gross square footage			
Use Type	Residential PODs 3, 5 - 8	High Density Residential POD 4	Tech-Flex Non-Residential POD 2
Townhouse	P	P	
Townhouse, detached	P	P	
Triplex or quadplex			
Public and Civil Uses (UDO 4.3.2)			
Airplane landing strip			
Airport			
Ambulatory Health- care Facility with Emergency Dept.			
Assembly hall, nonprofit			
Assembly hall, for- profit			
Cemetery			
Church or place of worship			
Day care facility			P
Drop-in or short- term day care			P
Government service			P
Heliport or helipad			
Hospital			
School, public or private			
Transportation facility			
Veterinary clinic or hospital			P
Vocational school			P
Utilities (UDO 4.3.3)			
Chipping and mulching			
Communication tower, commercial			
Communication tower, constructed stealth			
Communication tower, camouflage stealth			
Electrical power facility			
Incinerator			
Recycling plant			
Sanitary landfill			
Utility, minor	P	P	P

Horton Park PUD			
Permitted Use Table			
"P" permitted; "S" special use permit; " " not permitted; "%" percentage of gross square footage			
Use Type	Residential PODs 3, 5 - 8	High Density Residential POD 4	Tech-Flex Non-Residential POD 2
Water reservoir			
Water or wastewater plant			
Land Clearing and Inert Debris Landfill			
Wireless support structure			
Wireless communication facility			
Recreation Uses (UDO 4.3.4)			
Arena, auditorium or stadium			
Beach bingo			
Botanical garden			P
Campground			
Entertainment, indoor			P
Entertainment, outdoor			
Fish hatchery and fish pond			
Game rooms and device			
Golf course			
Greenway	P	P	P
Horse boarding and riding stable			
Park, active	P	P	P
Park, passive	P	P	P
Recreation facility, private	P	P	
Regional recreation complex			
Youth or day camps			
Zoological garden			
Shooting range, indoor			
Shooting range, outdoor			
Commercial Uses - Adult Use (UDO 4.3.5.A)			
Adult Establishment			
Bar or nightclub			
Electronic gaming operation			
Tattoo parlor and body piercing			

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Horton Park PUD			
Permitted Use Table			
"P" permitted; "S" special use permit; " " not permitted; "%" percentage of gross square footage			
Use Type	Residential PODs 3, 5 - 8	High Density Residential POD 4	Tech-Flex Non-Residential POD 2
Communication (UDO 4.3.5.B)			
Broadcasting station (radio and television)			
Radio and television recording studio			
Food and beverage service (UDO 4.3.5.C)			
Restaurant, drive-through			
Restaurant, general			P
Office and Research (UDO 4.3.5.D)			
Dispatching office			P
Medical or dental office or clinic			P
Medical or dental laboratory			P
Office, business or professional			P
Publishing office			P
Research facility			P
Parking, Commercial (UDO 4.3.5.E)			
Parking garage, commercial			
Parking lot, commercial			
Public accommodation (UDO 4.3.5.F)			
Bed and breakfast			
Hotel or motel			
Retail Sales and Services (UDO 4.3.5.G)			
Artisan Studio			P
Barber and beauty shop			
Book store			
Building supplies, retail			
Convenience store			P
Convenience store with gas sales			P
Dry cleaners and laundry service			

Horton Park PUD			
Permitted Use Table			
"P" permitted; "S" special use permit; " " not permitted; "%" percentage of gross square footage			
Use Type	Residential PODs 3, 5 - 8	High Density Residential POD 4	Tech-Flex Non-Residential POD 2
Farmer's market			
Financial institution			
Flea Market			
Floral shop			
Funeral home			
Gas and fuel, retail			
Glass sales			
Greenhouse or nursery, retail			
Grocery, general			P
Grocery, specialty			P
Health/fitness center or spa			P
Kennel, indoor			
Kennel, outdoor			
Laundromat			
Monument sales, retail			
Newsstand or gift shop			
Personal service			P
Pharmacy			P
Printing and copying service			P
Real estate sales			P
Repair services, limited			P
Retail sales, bulky goods			
Retail sales, general			
Self-service storage			
Studio for art			P
Tailor shop			P
Theater			
Upholstery shop			P
Pet services			P
Pawn shop			
Vehicle Repair and Service (UDO 4.3.5.H)			
Automotive paint or body shop			
Automotive parts			

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Horton Park PUD			
Permitted Use Table			
"P" permitted; "S" special use permit; " " not permitted; "%" percentage of gross square footage			
Use Type	Residential PODs 3, 5 - 8	High Density Residential POD 4	Tech-Flex Non-Residential POD 2
Automotive Service Station			
Car wash or auto detailing			
Repair and maintenance, general			
Towing Service			
Truck Terminal			
Vehicle Inspection Center			
Vehicle sales and rental, heavy			
Vehicle sales and rental, light			
Industrial Uses - Industrial Service (UDO 4.3.6.A)			
Building Supplies, wholesale			
Contractor's office and storage yard			
Greenhouse or nursery, wholesale			
Laboratory, industrial research			P
Machine or welding shop			
Railroad facility			
Warehousing			
Woodworking or cabinetmaking			
Wholesaling, general			
Production (UDO 4.3.6.B)			
Brewery			
Distillery			
Forestry			
Laundry plant			
Manufacturing and processing			
Microbrewery			P
Microdistillery			P
Wood or lumber processing			
Agricultural Uses (UDO 4.3.7)			
Active farm			

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Section 6: Description, Density and Dimensional Standards

The project is broken down into eight (8) PODs to explain the proposed uses, dimensional standards, density and other UDO standards. The PODs are shown on the project exhibit – identified as "EX-1: Proposed Site Exhibit" – included in the rezoning package. The density of the property is identified per POD, access shown per POD, and overall site configuration shown for future roadway extensions.

** **If additional property is included in the project boundary prior to any single family homes or townhomes being occupied in an adjacent POD/Phase, the design buffer may be shifted to the new project boundary in coordination with Apex staff. The design buffer may also be crossed by future public streets based upon review and approval by Apex staff.**

POD 1 **Non-Residential/Light Industrial**

Site Area: 27.92 acres
Proposed zoning: LI-CZ (Light Industrial – Conditional Zoning)

POD 1 is not addressed in any portion of the revised Horton Park PUD documents. It is shown on EX-1 as a hold-over from the previous rezoning (case #17CZ19). No changes to POD 1 are included in any part of the Horton Park project.

POD 2 **Tech-Flex Non-Residential (Office/Industrial Employment)**

POD 2 site area: 19.06 acres
Proposed zoning: PUD-CZ (with TF uses as noted in PD Text Section 5)
Maximum building height: 65 feet
Maximum Built-Upon percentage: 70% (PUD standard maximum BUA)
Front, side, rear and corner side setbacks: 20 feet

The Tech-Flex Non-Residential area is designated within the PUD-CZ district to allow the non-residential component within Horton Park. The uses are typical of small office parks or service areas adjacent to residential developments with access to collector streets and the surrounding transportation corridors. The tech-flex zoning allows a wide range of uses as outline in PD Text Section 5 – Table of Permitted Uses. The standards established within POD 2 shall follow UDO Section 5.1 – Table of Intensity – where the PD Text is silent or does not directly address the requirements.

PODs 3 & 5 Medium-High / High-Density Residential

POD 3 site area: 4.55 acres
POD 5 site area: 19.71 acres
Proposed zoning: PUD-CZ
Maximum density: Townhomes (6 units / acre) or single family homes (4 units / acre)

- POD 3 Density: 27 townhomes or 18 single family homes
- POD 5 Density: 118 townhomes or 78 single family homes

Maximum building height: 40 feet
Maximum Built-Upon percentage: 70%

PODs 3 & 5 are proposed for Medium-High/High Density Residential uses, including townhomes, single-family homes or a mix of products. All development of the residential portions of Horton Park shall submit for Master Subdivision Plan approval through the Town of Apex. Townhomes will be a mix of one (1), two (2), and three (3) bedroom units with various garage and surface parking options to meet current UDO standards (parking standards are referenced in Section 8 of the PD Text).

Individual lot driveway access from POD 5 to the North-South Minor Collector Street shall not be permitted.

Type T-1 Townhomes: front entry units

- Minimum lot width: 20 feet
- Minimum lot depth: 80 feet
- Front entry townhomes
- Setbacks:
  - Front setback: 20 feet from R/W
  - Garage setback: 20 feet from back of sidewalk or back of curb where no SW exists
  - Side setback: 0 feet
  - End unit side & corner lot setback: 3 ft
  - Rear setback: 10 feet

Type T-2 Townhomes: rear or alley entry units fronting on public streets

- Minimum lot width: 20 feet
- Minimum lot depth: 80 feet
- Rear or alley entry townhomes
- Setbacks:
  - Front setback: 10 feet from R/W
  - Side setback: 0 feet
  - End unit side & corner lot setback: 3 ft
  - Rear setback: 5 feet from alley easement or right-of-way

Type S-1, S-2, S-3 and S-4 single family lots in PODs 3 & 5 shall match the standards established in PODs 6, 7 & 8 within the PD Text document.

Perimeter buffers POD 3 & 5:
All perimeter buffers for PODs 3 & 5 are noted in the table included at the end of Section 6.

POD 4 **High Density Residential**

Site Area: 20.99 acres
Proposed zoning: PUD-CZ (Planned Unit Development – Conditional Zoning)

POD 4 is proposed for High Density Residential uses, including apartments, townhomes or a mix of both housing types. The final product will depend upon market conditions as the project progresses. POD 4 will have direct access to Jessie Drive and obtain approval from NCDOT and the Town of Apex.

The following parameters will control future apartment and/or townhome development within POD 4 as the required PUD-CZ standards apply:

POD 4 Apartments:
POD 4 site area: 20.99 acres
Proposed density: 314 apartments (maximum of 15 units/acre)
Maximum built-upon percentage: 70%
Maximum building height: 65 feet; 4-stories (not including basement level)

Apartments will be a mix of one (1), two (2) and three (3) bedroom units with the option for various parking standards, including surface, garage, and/or basement level parking.

Proposed minimum building setbacks:
- Front, side and rear: 50 feet (perimeter of the apartment site only)

POD 4 Townhomes:
POD 4 site area: 20.99 acres
Proposed density: 125 townhomes (max of 6 units/acre)
Maximum built-upon percentage: 70%
Maximum building height: 40 feet

If POD 4 is developed as townhomes, there may be a mix of two (2) car garage units, one (1) car garage units, and units without garages. Various types of parking shall be provided to meet current UDO standards (parking standard noted in Section 8 of the PD Text).

Type T-1 Townhomes: front entry units
- Minimum lot width: 18 feet
- Minimum lot depth: 80 feet
- Minimum building separation: 8 feet
- Front entry townhomes
- Setbacks:
  - Front setback: 20 feet from R/W
  - Garage setback: 20 feet from back of sidewalk or back of curb where no SW exists
  - Side setback: 0 feet
  - End unit side & corner lot setback: 3 ft
  - Rear setback: 10 feet

Type T-2 Townhomes: rear or alley entry units

- Minimum lot width: 18 feet
- Minimum lot depth: 80 feet
- Minimum building separation: 8 feet
- Rear or alley entry townhomes
- Setbacks:
  - Front setback: 10 feet from R/W
  - Side setback: 0 feet
  - End unit side & corner lot setback: 3 ft
  - Rear setback: 5 feet from alley right-of-way limits

Perimeter buffers POD 4:
All perimeter buffers for POD 4 are noted in the table included at the end of Section 6.

The project will comply with other standards established by UDO Section 5.1.3 related to setbacks and density requirements or as proposed throughout the rezoning process and noted within the PD Text document.

PODs 6, 7 & 8 Medium Density Residential

PODs 6, 7 and 8 are proposed Medium Density Residential uses per Section 5 of the PD text – Permitted Use table.

POD 6	39.01 acres (14.79 acres added to POD 6)
POD 7	19.37 acres
POD 8	24.21 acres (11 acres added to POD 8)
Total area:	82.59 acres
Proposed density:	227 single family lots (2.75 units / acre – medium density)
Maximum Built Upon Percentage:	70%
Maximum Building height:	40 feet

25.79 acres have been added to the Medium Density Residential PODs (PODs 6, 7 & 8). The overall lot count for this area has not increased from the previous zoning. Single family lots will be a mix of various sizes to create different options for future residents, including the following:

Type S-1 single family lots

- Minimum lot width: 70 feet
- Minimum lot depth: 100 feet
- Minimum lot size: 7,700 SF
- Average lot size: 8,500 SF
- Lots shall be front, side, or rear entry garage homes
- Proposed minimum setbacks:
  - Front setback: 15 feet from R/W
  - Garage setback: 20 feet from back of sidewalk, or back of curb where no SW exists
  - Side setback: 5’ min. (no aggregate)
  - Corner side setback: 10 feet minimum
  - Rear setback: 10 feet
  - Rear entry setback: 5 feet (garage setback for driveway parking standards from alley)

Type S-2 single family lots

- Minimum lot width: 60 feet
- Minimum lot depth: 100 feet
- Minimum lot size: 6,600 SF
- Average lot size: 7,200 SF
- Lots shall be front, side, or rear entry garage homes
- Proposed minimum setbacks:
  - Front setback: 15 feet from R/W
  - Garage setback: 20 feet from back of sidewalk, or back of curb where no SW exists
  - Side setback: 5' min. (no aggregate)
  - Corner side setback: 8 feet minimum
  - Rear setback: 10 feet
  - Rear entry setback: 5 feet (garage setback for driveway parking standards from alley)

Type S-3 single family lots

- Minimum lot width: 50 feet
- Minimum lot depth: 100 feet
- Minimum lot size: 5,500 SF
- Average lot size: 6,000 SF
- Lots shall be front, side, or rear entry garage homes
- Building setbacks:
  - Front setback: 10 feet from R/W
  - Garage setback: 20 feet from back of sidewalk, or back of curb where no SW exists
  - Side setback: 5' min. (no aggregate)
  - Corner side setback: 5 feet
  - Rear setback: 5 feet
  - Rear entry setback: 5 feet (garage setback for driveway parking standards from alley)

Type S-4 single family lots

S-4 single family lots are not permitted in POD 8 and are only permitted along the collector streets within POD 6 and 7.

- Minimum lot width: 40 feet
- Minimum lot depth: 100 feet
- Minimum lot size: 4,000 SF
- Average lot size: 4,500 SF
- Front entry units may have 1 car garage or no garage for each unit
- Rear entry units may have 2 car garage for each unit
- Building setbacks:
  - Front setback: 10 feet from R/W
  - Garage setback: 20 feet from back of sidewalk, or back of curb where no SW exists
  - Side setback: 5' min. (no aggregate)
  - Corner side setback: 5 feet
  - Rear setback: 5 feet
  - Rear entry setback: 5 feet (garage setback for driveway parking standards from alley)

Perimeter buffers PODs 6, 7 & 8:

All perimeter buffers for PODs 6, 7 & 8 are noted in the table included at the end of Section 6.

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Horton Park PUD Proposed Buffer Table				
POD #	North	East	South	West
1	N/A	N/A	N/A	N/A
2	30’ Type E (50’ Type E if disturbed per UDO)	20’ Type A Gas easement	20’ Type B Stream buffer	20’ Type B (class 4/5) 30’ Type B (class 6)
3	20’ Type B	20’ Type B	30’ Type B (50’ Type A/B if disturbed per UDO)	20’ Type B
4	30’ Type B (50’ Type A/B if disturbed per UDO)	25’ Type B-residential and landfill	25’ Type B – stream buffer next to landfill	0’ - adjacent to gas easement
5	20’ Type B	25’ Type B–next to landfill 0’ between POD 5&6	10’ Type A-major collector * (type ‘D’ for alley loaded)	20’ Type B
6	25’ Type B – landfill 20’ Type B-residential	20’ Type B	10’ Type A-major collector * (type ‘D’ for alley loaded) 20’ Type B-residential 30’ Type B-Beck property	0’ - adjacent to gas easement
7	10’ Type A-major collector *	10’ Type D-collector OR 20’ Type B-residential	None; internal to project (stream buffer)	10’ Type B-floodplain
8	0’ – internal 20’ Type B-residential	20’ Type B-stream buffer 20’ Type B – residential 10’ Type B – eastern boundary of Virginia Horton Stewart property	10’ Type B-Colby Crossing & stream buffer	10’ Type B floodplain

Buffers along roads shall be provided as shown on Sheet EX-1 or the PUD Plan Sheet Packet
* Alley units which front on a collector street are required to have a Type ‘D’ buffer

Section 7: Architectural Standards

The following Architectural Standards shall apply for the multi-family/apartments, townhomes and single family homes as applicable to the following sections.

Apartment standards:

1. Vinyl siding is not permitted; however, vinyl windows, decorative elements and trim are permitted.
2. Siding materials shall be varied in type and/or color on 30% of each façade on each building.
3. Windows must vary in size and/or type.
4. Windows that are not recessed must be trimmed.
5. Recesses and projections shall be provided for at least 50% of each façade on each building.
6. Rooflines cannot be a single mass; they must be varied with the use of gables or parapets.
7. Garage doors must have windows, decorative details or carriage-style adornments.
8. At least three of the following decorative features shall be used on each building:
   - Decorative shake
   - Board and batten
   - Decorative porch railing/posts
   - Shutters
   - Decorative/functional air vents on roof or foundation
   - Recessed windows
   - Decorative windows
   - Decorative brick/stone
   - Decorative gables
   - Decorative cornices
   - Tin/metal roof
9. A varied color palette shall be utilized for the apartment buildings throughout the development. With garden style apartments, a minimum of three color families for siding shall be provided and will include varied trim, shutter, and accent colors complementing the siding color. For a single mass apartment structure, the color shall vary with accent colors or architectural features to provide building relief.
10. Breezeway(s) for the four story apartment elevation is to be enclosed for additional mechanical equipment or elevators.

Townhome standards:

1. Vinyl siding is not permitted; however, vinyl windows, decorative elements and trim are permitted.
2. All townhomes shall have a crawl space or raised foundation which at a minimum rises at least 12 inches from average grade across the front of the house to the finished floor level at the front door.
3. Roofline cannot be a single mass; it must be broken up horizontally and vertically between units.
4. Garage doors must have windows, decorative details or carriage-style adornments.
5. House entrances for units with front-facing single-car garages shall have a prominent covered porch/stoop area leading to the front door.
6. The garage cannot protrude more than 1 foot out from the front façade or front porch.
7. The visible side of a townhome 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

8. Building facades shall have horizontal relief achieved by the use of recesses and projections.
9. 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.
10. The rear and side elevations of the units that can be seen from the right-of-way shall have trim around the windows.
11. Minor elevation adjustments may be accommodated with staff approval – including limiting clipped dormers on no more than 25% of the proposed townhome building designs.
12. Side entry, end unit townhomes in highly visible locations shall provide a covered entry feature for each unit. Highly visible locations shall include the end of a series of buildings, and adjacent to public or private rights-of-ways, recreation areas, open space, buffers, or adjacent properties.

Single-family residential standards:

1. Vinyl siding is not permitted; however, vinyl windows, decorative elements and trim are permitted.
2. All single-family homes shall have a crawl space or have a raised foundation which at a minimum rises at least 20 inches from average grade across the front of the house to the finished floor level at the front door.
3. Garage doors must have windows, decorative details or carriage-style adornments.
4. The garage cannot protrude more than 1 foot out from the front façade or front porch.
5. The roof shall be pitched at 5:12 or greater for 50% of the building designs.
6. Garages on the front façade of a home that faces the street shall not exceed 40% of the total width of the house and garage together.
7. Eaves shall project at least 12 inches from the wall of the structure.
8. The visible side of a home on a corner lot facing the public street shall contain at least 3 decorative elements such as, but not limited to, the following elements:
   - Windows
   - Bay window
   - Recessed window
   - Decorative window
   - Trim around the windows
   - Wrap around porch or side porch
   - Two or more building materials
   - Decorative brick/stone
   - Decorative trim
   - Decorative shake
   - Decorative air vents on gable
   - Decorative gable
   - Decorative cornice
   - Column
   - Portico
   - Balcony
   - Dormer
9. 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.

10. House entrances for units with front-facing single-car garages shall have a prominent covered porch/stoop area leading to the front door.
11. The rear and side elevations of the units that can be seen from the right-of-way shall have trim around the windows.
12. Front porches shall be a minimum of 6 feet deep.
13. No more than 25% of lots may be accessed with J-driveways. There shall be no more than 3 such homes in a row on any single block. Any lots eligible for a J-driveway home shall be identified on the Final Plat.
14. A maximum of 100% of the single family detached residential units within POD 6 shall be permitted as "zero-entry" homes without the 20 inch rise from average grade across the front of the property to the finished floor elevation. All "zero-entry" homes shall also provide first floor master bedrooms. Lots permitted as "zero-entry" shall be noted on the Final Plat.
15. All single family detached residential homes are to be pre-configured with conduit for a solar energy system.
16. No less than 10 single family detached homes out of the first 100 homes within POD 6 will be installed with a minimum of a 4 kW solar PV system.

Non-Residential / Commercial architectural standards:

1. Buildings located in the commercial area shall be architecturally compatible through the use of similar colors and building materials. Buildings shall be consistent in scale, massing, style, and relationship to adjacent streets.
2. Building placement shall be done to maximize parking in the rear or side of commercial buildings. Drive-thrus, pick-up windows, loading areas, trash facilities, and other uses necessary for the operation of the business should be encouraged to orient such uses away from adjacent streets.
3. Buildings shall have vertical breaks across any façade which faces an adjacent street. Windows and other store front treatments shall be proportional to the building height and width. Horizontal and vertical setbacks shall be used to provide a visual break in the building mass. Various architectural features shall be incorporated, including roofline changes, parapet heights, columns, piers, and material patterns to create various façade breaks.
4. Exterior materials for non-residential structures shall be a combination of materials. The primary façade (front) or any façade facing a street shall include:
    - Brick masonry
    - Decorative brick or stone
    - Stone accents
    - Decorative /block (integrally colored or textured)
    - EIFS cornices and parapet trim (EIFS or stucco shall not be used within 4 feet of ground and shall be limited to 25% of each building façade)
    - Precast concrete

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Section 8: Parking and Loading

Parking will be provided for each product type in accordance with Apex UDO Section 8.3 standards or as note below.

Non-Residential Parking:

Parking for non-residential, light industrial, and tech-flex uses shall be reviewed during the Site Plan for each specific use. Each use shall be required to meet UDO Section 8.3 standards for parking, loading and ingress/egress for the property.

Apartments:

Parking shall be provided by surface, garage, underground parking or a mix of parking types. Parking shall be provide per UDO Section 8.3 standards in conjunction with staff reviews.

Townhomes:

Townhome parking shall be provided pursuant to standards established in Section 8.3 of the UDO with the following clarification:

- 2 parking space/townhome required, including garage or driveway spaces, plus
- 0.50 parking spaces/bedroom over 2 bedrooms/unit, plus
- 0.25 parking spaces/unit for guest spaces
- Garages and driveways shall be counted for overall parking standards if they meet dimensional standards

Single Family detached:

Parking for single family homes will be provided in garages and concrete driveways on each lot which meet Apex UDO standards. CBU or Mail Kiosk parking shall be calculated per UDO Section 8.3 standards and provided around the appropriate device.

Residential driveways shall have a minimum width of 12' and 20' in length as measured from the back of the sidewalk or, where no sidewalk exists, a minimum of 20' as measured from the back of the curb, to count as required parking.

Section 9: Resource Conservation Area (RCA)

The PUD (146.899 acres) is located north and east of 540 and is therefore required to meet the standards UDO Section 8.1.2 to preserve or establish a minimum of 20% Resource Conservation Area (RCA) for the project. The project is proposing to mass grade the site and is therefore required to provide an additional 2% RCA. Horton Park is not requesting a 2% reduction in the RCA per UDO Section 2.3.4(F)(1)(c). The project will provide an overall RCA of no less than 20% (29.38 acres) of the PUDs total gross acreage if the site is stage-graded, and an additional 2% RCA for any single family sections within the PUD which are mass graded.

With large portions of floodplain along the western boundary of the site, development patterns may adjust to accommodate required RCA standards. RCA for the project may include stream buffers, floodplains, wetlands, steep slope areas, perimeter buffers, street and roadway buffers, a portion of storm water devices, community amenity areas, play lawns and other designated areas. The final location and calculations for RCA shall be finalized during the master subdivision and construction document plan review.

Section 10: Landscaping

Internal landscaping will comply with various UDO sections including 8.2 for buffers, street tree plantings, foundation plantings and tree preservation (as proposed) or as noted within Section 6 of the PD Text or as shown on EX-1: Proposed Site Exhibit attached with the rezoning request. With the variety of uses in and around the property, variable width and variable opacity buffers will be provided throughout the project.

The residential buffers will follow UDO standards for perimeter plantings, Jessie Drive frontage (thoroughfare), and residential adjacent to developed or undeveloped property. Proposed buffers are labeled within Section 6 – Description, Density, and Dimensional Standards for each POD and shown on Exhibit 1 to assist in the identification of the buffer classifications.

Section 11: Signage

All signage will comply with the applicable standards and requirements of UDO Section 8.7. Any non-residential sections shall also provide a signage plan along Jessie Drive or other roadway connections during Site Plan review and approval for future development.

Signage for the residential developments, whether apartments, townhome or single family PODs, shall be coordinated with staff during the appropriate Master Subdivision Plan and/or Master Signage Plan approval. Each section of the development will provide sign easements along perimeter street infrastructure for appropriate signage.

Section 12: Public Facilities

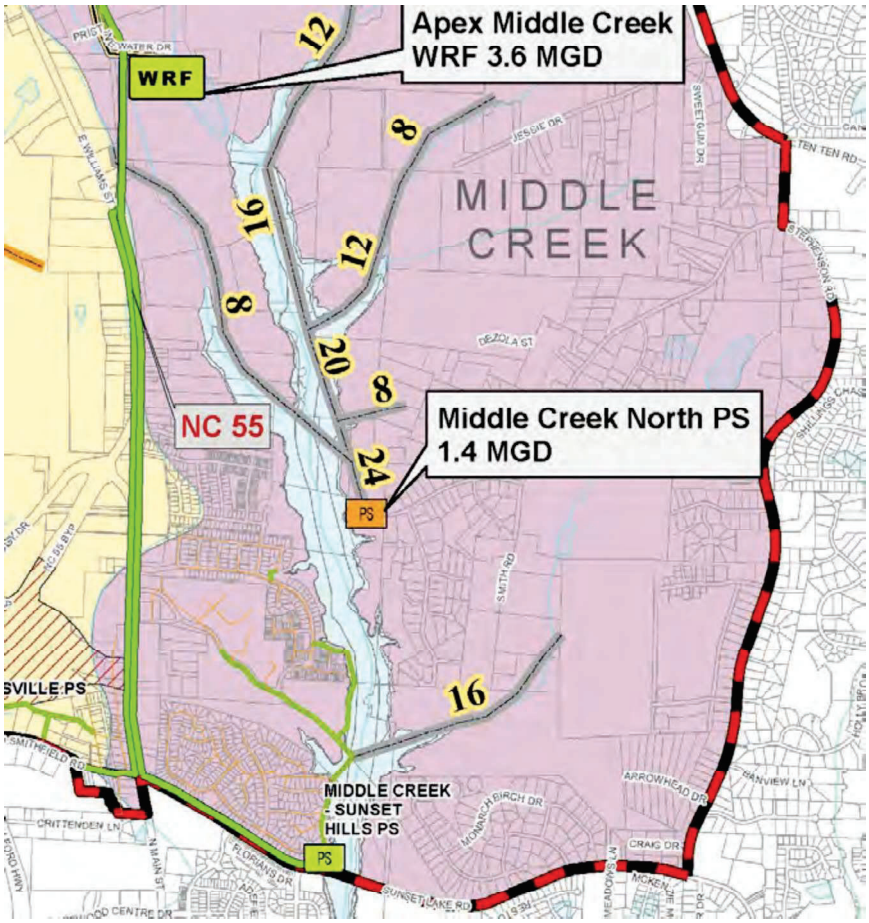
The project's construction will consist of the extension of public facilities to serve the site. All public facilities and infrastructure shall be designed per the current Town of Apex standards and specifications. Facilities include:

Water

Water will be extended from the Jessie Drive right-of-way (north), Pemberley subdivision (south) and Smith Road (east). Various extensions will be provided within the Horton Park phasing study to confirm sufficient pressure and flows to all portions of the project during any phase.

Sanitary Sewer

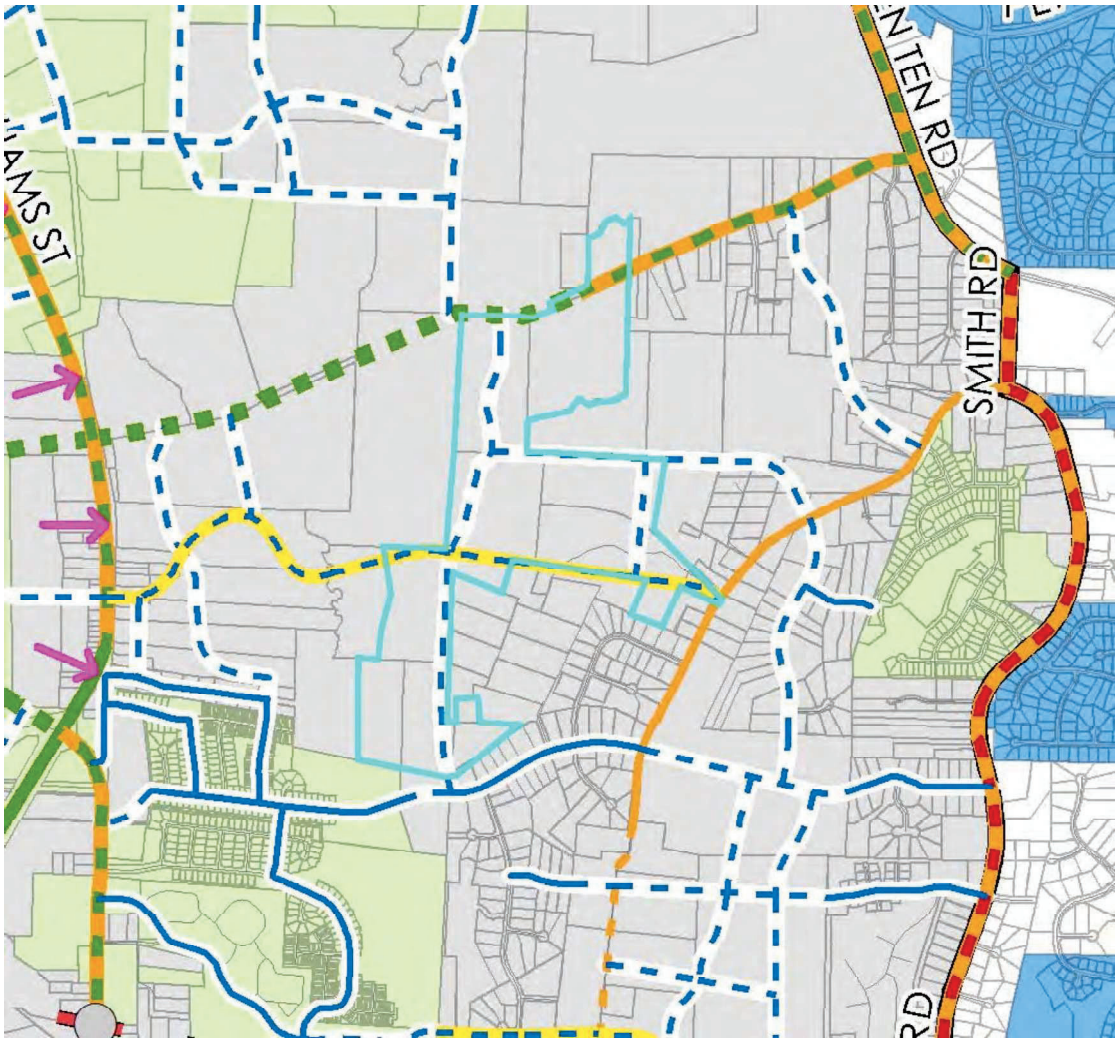
The Middle Creek North Pump Station is proposed to provide sanitary sewer service to the Middle Creek drainage basin north of Colby Chase Drive. This pump station will be fully funded by the development team, including design, land acquisition, construction and commissioning. Costs associated with the pump station will be reimbursed through separate developers' agreements with the Town of Apex that are outside the scope of the PUD rezoning process. The new regional pump station is required as the existing Middle Creek – Sunset Hills pump station is current at capacity and cannot accept significant flows for development within the Middle Creek drainage basin. This new pump station will alleviate capacity concerns for the existing pump station and provide a public sewer system option for Horton Park and other parts of Apex.





Streets

A number of future collector streets and a future 4-lane thoroughfare are shown on the Apex Transportation Plan – Thoroughfare and Collector Street Plan within the boundary of the PUD. These streets include Jessie Drive (major thoroughfare); an east-west major collector (within the vicinity of Dezola Street); an east-west minor collector (connection from Percussion Drive to the north-south connector); a north-south minor collector from the east-west major collector to the property boundary on the north; a north-south minor collector (Colby Chase Drive to Jessie Drive). The final alignment of any collectors or thoroughfares will be coordinated with staff during the Master Subdivision Plan or Site Plans. The ultimate right-of-way for each of the collectors and thoroughfares shall be provided during the time of Master Subdivision Plan review. The roadway sections which are installed are based upon the traffic capacity evaluations, the Traffic Impact Analysis, standards, and discussions with staff at the time of submittal of the Horton Park design documents. Modifications to the alignment of the collectors and thoroughfares will be reviewed with staff at the appropriate time to ensure compliance with Town standards that certain connections are made. The final alignment of all streets shown within the Master Subdivision Plans will be coordinated with staff.



Transportation:
Following are the Traffic Capacity Zoning Conditions for the project as coordinated between NCDOT, the Town of Apex Transportation Engineering staff, and the project Transportation Engineer (Ramey Kemp & Associates).

The Developer shall coordinate with NCDOT all planned improvements on state maintained roadways. In some cases, zoning conditions are subject to NCDOT review and approval and may change to conform to NCDOT approvals. Turn bay storage lengths refer to the length of full width lane provided exclusive of the 100-foot taper in each case. Jessie Drive shall continue as a state maintained roadway for all existing and proposed sections, and the developer shall dedicate the right-of-way pursuant to the current Town of Apex Transportation Plan – Thoroughfare and Collector Street Plan, currently a 100-foot public right of way along all sections of Jessie Drive within the development.

The timing of the roadway improvements will be coordinated with Apex Transportation Staff during the Master Subdivision Plan and Construction Document review based upon the recommendations within the approved Traffic Impact Analysis (TIA) and according to the phasing plan provided in Section 17 - Phasing. The following recommendations are based upon the initial TIA dated May 31, 2017 with the Colby Chase Addendum dated August 30, 2017.

US 1 Southbound Ramps / Waterford Green Drive at Center Street

- The Developer shall coordinate with NCDOT and Town staff in order to conduct a signal timing study and implement traffic signal timing modifications within the scope of the closed loop-system for Center Street/Ten-Ten Road, including this intersection, Lufkin Road and Reliance Avenue. The developer shall be obligated to pursue this effort only once during the development build-out schedule as directed by the Town of Apex Senior Transportation Engineer.
- The Developer shall provide intersection signal timing evaluation and modifications at a time to be determined by the Town of Apex Senior Transportation Engineer within the following schedule: The timing evaluation shall occur after the first Final Plat is recorded and prior to the recordation of the Final Plat for no more than 250 dwelling units of single-family and/or townhomes, or the issuance building permits for 250 apartment units, or any combination thereof.

US 1 Northbound Ramps / Lufkin Road at Ten-Ten Road

- The Developer shall construct dual left turn lanes with 400 feet of storage on the US 1 off-ramp, assuming the pending state TIP project west of Reliance Avenue remains on schedule to be constructed after proposed development build-out. Acceleration of the TIP project may result in revised requirements subject to approval by Apex and NCDOT at a later date.
- The Developer shall construct the aforementioned US 1 Northbound Ramp improvements prior to recordation of the Final Plat for 180 dwelling units of single-family and/or townhomes, or the issuance of building permits for 180 apartment units, or any combination thereof.

Reliance Avenue at Ten-Ten Road

- The Developer shall restripe the eastbound right turn lane as a through-right and provide additional merge length east of the signalized intersection subject to NCDOT requirements.
- The Developer shall construct the improvements at the aforementioned Reliance Avenue/Ten Ten intersection prior to the first Final Plat for single-family and/or townhomes, or the first building permit issuance for the apartments.

Jessie Drive at Ten-Ten Road

- The Developer shall construct a westbound left-turn lane with a minimum of 100 feet of storage and appropriate taper prior to the pending state TIP project.
- The Developer shall construct an eastbound right-turn lane with a minimum of 200 feet of storage and appropriate taper prior to the pending state TIP project.
- The Developer shall construct a northbound right-turn lane with 100 feet of storage and appropriate taper prior to the pending state TIP project.
- The Developer shall monitor this intersection and install a traffic signal if warranted and permitted by NCDOT prior to the pending state TIP project.
- The Developer shall construct the improvements at the aforementioned Jessie Drive/Ten Ten intersection prior to the first Final Plat for single-family and/or townhomes, or the first building permit issuance for the apartments.
- If the traffic signal is not warranted prior to the first Final Plat, the developer shall provide a performance bond for the signal based on an engineer's estimate of final costs. The performance bond shall remain in place for a period of 5 years, or until the last Final Plat for the development, whichever comes first. Once the signal is warranted, the developer shall install the signal within 6 months plus time for any delays due to right-of-way acquisition and utility relocation but not to exceed 12 months.

Smith Road at Ten-Ten Road

- The Developer shall extend the existing westbound left-turn lane to provide a minimum of 350 feet of storage and appropriate taper.
- The Developer shall construct the aforementioned improvements at the Smith Road/Ten Ten intersection at the time the East-West Collector Street is constructed and platted to Smith Road.

Smith Road at Stephenson Road

- The Developer shall construct an eastbound left-tum lane with a minimum of 100 feet of storage and appropriate taper.
- The Developer shall monitor this intersection for installation of all-way stop control and provide for the all-way stop conversion if warranted and permitted by NCDOT.
- The Developer shall construct the aforementioned improvements at the Smith Road/Stephenson Road intersection at the time the East-West Collector Street is constructed and platted to Smith Road.

Smith Road at Dezola Street

- The Developer shall construct a southbound right-tum lane with a minimum of 100 feet of storage and appropriate taper.
- The Developer shall construct and improve Dezola Street to a Major Collector Street typical section on a 60-foot public right of way for the entire length.
- The Developer shall provide access to existing residential properties on Dezola Street in a manner that avoids residential driveways directly accessing any Major Collector Streets.
- The Developer shall construct the aforementioned improvements at the Smith Road/Dezola Street (aka East-West Collector) intersection at the time the East-West Collector Street is constructed and platted to Smith Road.

East Williams Street at Straywhite Avenue

- The Developer shall monitor the intersection and install a traffic signal if warranted and permitted by NCDOT.
- The Developer shall complete the monitoring period as directed by the Town of Apex Senior Transportation Engineer within the following schedule: The monitoring shall occur after the opening of Colby Chase Drive from the Pemberley subdivision to the Merion Subdivision but no later than the recording of the Final Plat for 250 dwelling units of single-family and/or townhomes, or the issuance of building permits for 250 apartment units, or any combination thereof.

Jessie Drive at Site Drive #1 at the North-South Connector Street

- The Developer shall construct single lane northbound and southbound approaches with stop control, and free-flow eastbound and westbound approaches with 100-foot left turn lanes both directions at both intersections.
- The Developer shall construct the North-South Connector Street to a Minor Collector Street typical section on a 60-foot public right of way for the entire length
- The Developer shall construct the aforementioned improvements at the Jessie Drive/North-South Collector prior to recordation of the first Final Plat for single-family and/or townhomes, or the issuance of the first building permit for the apartments.

The following roadway improvements are internal to the project and do not require NCDOT review or approval. These improvements shall be reviewed with Apex staff to verify compliance with design standards during the zoning, master subdivision, and construction document stages of the project as appropriate. Improvements shall be constructed and platted as the connections are created for each development POD.

North-South Connector Street at Site Drive #2, #3, and Dezola Street

- The Developer shall construct single lane eastbound and westbound approaches with stop control, and single lane northbound and southbound free-flow approaches.

Dezola Street at Site Drive #4

- The Developer shall construct single lane northbound and southbound approaches with stop control, and single lane eastbound and westbound free-flow approaches. Stop control may be reversed subject to future connectivity.

North South Connector Street at Colby Chase Drive

- The Developer shall construct the connection of Colby Chase from Pemberley Subdivision to the Merion Subdivision. The connection of Colby Chase Drive to the state-maintained portion requires NCDOT review and approval.
- The Developer shall construct the connection of the north-south connector street to Colby Chase.
- The Developer shall evaluate with Apex staff the option for traffic calming devices along Colby Chase Drive between Pemberley and Merion subdivisions.

Colby Chase Drive Extension

- The Developer agrees not to open Colby Chase Drive to the Merion Subdivision until the North-South Collector Street is constructed and open to the public.

Sidewalks

Sidewalks will be installed in accordance with the UDO standards along all streets within the residential development and along the public rights-of-ways.

Greenways

Greenways and multi-use paths will be provided within the development per the PRGOS Master Plan and as an additional project amenity. Location of said greenways and multi-use paths is being and will continue to be coordinated with staff through the rezoning process and future MSPs. Additional detail will be provided at the appropriate time including the Parks & Recreation Advisory Commission meeting, MSP review and construction document submittals. Additional information is contained in Section 16 – Parks & Recreation.

Section 13: Pedestrian Circulation System and Amenities

The pedestrian circulation system will include sidewalks along internal streets, perimeter roadways, Jessie Drive, Dezola Street and other named and unnamed collectors, residential streets, alleys or as appropriate in discussion with staff. Various greenways and multi-use paths are shown within the Apex Master Plans and will be coordinated with staff for the design and installation as appropriate.

The developer has agreed to work with staff to find a location which can accommodate a future transit easement along Jessie Drive. Any final agreement and location shall be coordinated during the design of Jessie Drive. This commitment is not a commitment to construct – this is a commitment to work with staff to find an appropriate location only.

Section 14: Natural Resources and Environmental Protection

The site is located within the Town's Secondary Watershed Protection Overlay District including Middle Creek and the large floodplain associated with this feature. This part of Apex is currently undeveloped and has a number of creeks and streams containing a large amount of wetlands, floodplains, stream buffers and other environmentally sensitive areas. The site is shown within Specials Flood Hazard areas as identified by FEMA FIRM Maps 3720075100J and 3720075000J dated May 2, 2006.

Impacts to some of these environmentally sensitive areas will be unavoidable during the design and permitting for the project. Impacts will be identified and permitted through the appropriate local, State and/or Federal review agencies as required for construction of the project. Major creek crossings will be required and adjusted to minimize environmental impacts associated with the development.

A full review of the flora, fauna, endangered species and historical data has begun on the property. Any environmentally sensitive areas will be identified during the rezoning, site plan and construction document processes and required approvals obtained for impacts within the development. The creeks, streams, and buffers which are currently shown were provided by S&EC, Inc. and from the current USGS map and Wake County soils survey. An onsite review with

the US Army Corps of Engineers and NC-DNR will also be provided upon approval of the rezoning application. Any additional buffers or shall be coordinated with NCDEQ staff and the site adjusted per the final concurrence calls. Immediately adjoining land uses would extend into the newly available development area with additional building square footage or additional lots not to exceed the zoning approval conditions.

Based upon the North Carolina State Historic Preservation Office website (HPOWEB GIS Service) and Apex UDO Section 12.2 – Historic Structures – there are no historic homes or contributory structures within the boundary of the properties.

Section 15: Storm Water Management

The project will contain a number of proposed storm water SCMs. The site is located within the Middle Creek basin and Apex's Secondary Watershed Overlay District and is therefore required to meet the standards of UDO Section 6.1 as applicable. Horton Park will utilize approved structural devices to control storm water and sediment runoff including detention ponds, retention ponds, bioretention cells, wetlands, underground devices, and/or other State recognized storm water management devices. Storm water control devices shall blend into the surrounding developments or be used as possible amenities depending upon their design, aesthetics, size, and location. Final routing of the SCMs will be done in conjunction with the Apex Environmental Services staff to assure compliance with appropriate guidelines.

Section 16: Parks and Recreation

The Parks, Recreation, Greenways and Open Space Master Plan shows the development of the Middle Creek greenway from the Holly Springs greenway system at Sunset Lake Road extending north to Lufkin Road Middle School and the Town of Cary's greenway system north of Ten Ten Road. The greenway and multi-use path shall be a mix of asphalt, concrete, sidewalk, boardwalk, and pedestrian bridges which will be identified with Apex staff during the Master Subdivision Plan review. Horton Park has been in discussions with Parks & Recreation staff to determine the best routing to serve the most residents and possible commuters as practical. This routing would involve greenways along Middle Creek, unnamed creeks and streams, floodplain boundaries and other natural areas as well as multi-use paths along residential streets, minor collectors, and major collectors.

Horton Park was reviewed at the August 30, 2017 PRCR Advisory Commission meeting and was approved consistent with Staff's recommendation of a fee-in-lieu for the project with the flexibility for both parties to continue to work to find a way to implement the Middle Creek Greenway alignment. In the event a solution can be reached, which may involve adjusting the corridor, the developer would build the connection and receive credit against the fees owed. All other sections of the UDO pertaining to the construction of public greenway would then be applicable.

A Public Art Easement shall be provided at the intersection of Jessie Drive and the North-South Collector with a second location within the roundabout at the intersection of the North-South Collector and the East-West Collector streets.

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Section 17: Phasing

Lot Development Phasing:

The project will consist of as many as eight (8) development phases. These phases will be broken into the following categories, although development will vary in timing and order of POD development based upon market conditions at the time of approval:

1. one (1) phase of Office/Industrial Employment north of Jessie Drive (POD 1); (although not part of the overall PUD, the LI section is part of original rezoning discussions and therefore included with a possible construction phasing for the area);
2. one (1) phase of non-residential south of Jessie Drive (POD 2) although development shall occur on this property as specific uses are identified, not at one time;
3. one (1) phase of high density residential north of Jessie Drive (POD 3);
4. one (1) phase of high density residential south of Jessie Drive (POD 4);
5. one (1) townhome phase south of Jessie Drive (POD 5); and
6. three (3) medium density/single family phases south of Jessie Drive to Colby Chase Drive and east to Smith Road (PODs 6, 7 & 8).

Residential Development Restrictions:

The residential sections of Horton Park are being restricted by off-site roadway improvements as listed below. No restrictions on the development of the non-residential sections of Horton Park or the adjacent Light Industrial property is identified within this section of the PD Text.

Option 1:

Phase I: No more than 250 lots shall be platted for single-family and townhomes, or 250 apartment units can receive building permits, or any combination thereof (not to exceed 250 units total) prior to the completion of the off-site roadway improvements identified within the Traffic Study provided by Ramey Kemp & Associates and noted in the PD Text – Section 12. This also includes the construction of the north-south Collector from Jessie Drive to Colby Chase Drive, the Colby Chase connection from Merion subdivision to Pemberley subdivision, the portion of the east-west Major Collector from the north-south Collector to the access for the Dezola Street properties, and the completion of the east-west Major Collector to Smith Road.

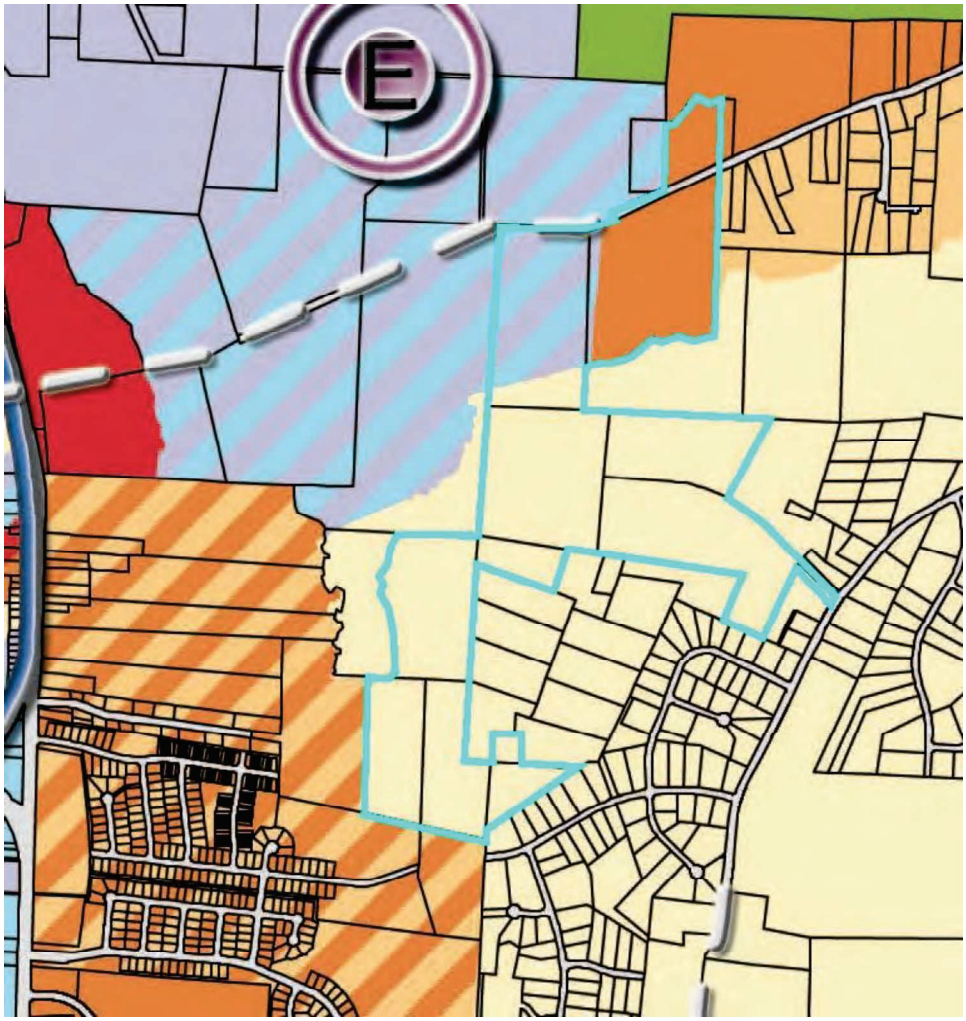
Phase II: No more than 50 additional residential lots shall be platted for single-family and townhomes, or 50 additional apartment units can receive building permits, or any combination thereof (not to exceed 50 additional units and 300 units total) prior to the completion of additional through lanes associated with the NCDOT U-5825 project (Ten Ten Road widening).

Phase III: All remaining residential lots shall not be platted for single-family and townhomes, nor additional apartment units can receive building permits, until the Jessie Drive extension from Highway 55 to Ten Ten Road has been let for construction.

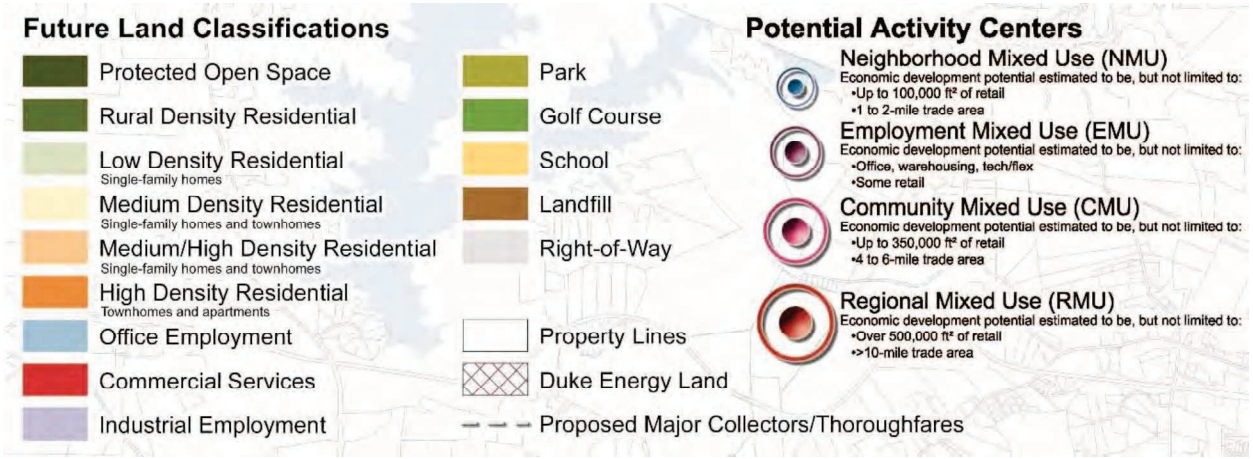
Option 2:
The completion of the extension of Jessie Drive from Highway 55 to Ten Ten Road as a 2-lane roadway section shall release all lots and units within Horton Park from any development timeline restrictions identified in Option 1.

Section 18: 2030 Land Use Map
The Horton Park PUD development encompasses 146.899 acres of property including multiple residential types (PODs 3-8) and a non-residential area (POD 2). The rezoning request is in keeping with the land use designations identified on the current 2030 Land Use Map. The 2030 Land Use Map has been included for reference in this section although there are no requested changes.

NO CHANGES TO THE CURRENT 2030 LAND USE MAP ARE PROPOSED WITH THE HORTON PARK REZONING.



Existing 2030 Land Use Map
Boundary of property under control is shown in blue



Section 19: Compliance with the Unified Development Ordinance

With any specific items previously identified within the PD Text addressed, the project – including the Residential Master Subdivision Plans, non-residential Site Plans, and Construction Documents – shall comply with the applicable Apex Unified Development Ordinance sections. Any deviation from these standards shall be approved by staff, Planning Board or Town Council representatives through the design and approval for the project as appropriate.

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EXHIBITS

The following exhibits/drawings are attached as part of the required PUD-CZ. Any reference to the LI-CZ parcels is for information purposes only and does not constitute control or additional standards on the LI-CZ parcel.

COVER SHEET (Sheet C000)

The Cover Sheet contains contact information, a vicinity map, the site design guidelines and required Town of Apex site notes and descriptions.

EXISTING CONDITIONS (Sheet C001)

The C001 Existing Conditions sheet is the overall boundary of the property including land owners, property line calls, creek data, adjacent property owner's information, land uses, PIN reference, deed and/or plat information, and surrounding roadway networks.

EXISTING CONDITIONS - TOPO (Sheet C002)

The C002 Existing Conditions sheet includes the data on sheet C001 along with LIDAR topographic information referenced into the drawing.

EXISTING CONDITIONS – TREE SURVEY (C003)

The C003 Tree Survey sheet contains the location, size and tree data. The trees were identified per requirements of UDO Section 8.1.2(B)(2) including perimeter site locations, anticipated RCA, and a general notation for internal tree samplings. This information was provided by Ellen & Associates, registered NC forester #565.

CONCEPTUAL SITE PLAN (Sheet C100)

The Conceptual Site Plan includes the required base items per the PUD checklist, standard site notes, access points, existing street network, and identification of specific uses. The light industrial area, townhomes/apartment areas as well as the single family residential areas are all identified on the plan. One item to point out is the location of Jessie Drive, the gas easement and creek locations based upon LIDAR and FEMA mapping options.

CONCEPTUAL UTILITY PLAN (Sheet C200)

The Conceptual Utility Plan shows the location of existing water and sewer infrastructure in the area. Although there is no sewer in the area, we have still set up the drawing to reflect existing conditions and location of possible connections.

PROPOSED SITE EXHIBIT (Sheet EX-1)

The Proposed Site Exhibit shows the location of the different uses within the project boundary. This includes separate areas for Light Industrial; high density residential (townhomes and/or apartments); medium/high density residential (townhomes); and medium density residential (single family homes). Each section is broken into PODs for each use and summarized in the PD Text document.

SINGLE FAMILY BUILDING ELEVATIONS

Single-family residential standards:

1. Vinyl siding is not permitted; however, vinyl windows, decorative elements and trim are permitted.
2. All single-family homes shall have a crawl space or have a raised foundation which at a minimum rises at least 20 inches from average grade across the front of the house to the finished floor level at the front door.
3. Garage doors must have windows, decorative details or carriage-style adornments.
4. The garage cannot protrude more than 1 foot out from the front façade or front porch.
5. The roof shall be pitched at 5:12 or greater for 50% of the building designs.
6. Garages on the front façade of a home that faces the street shall not exceed 40% of the total width of the house and garage together.
7. Eaves shall project at least 12 inches from the wall of the structure.
8. The visible side of a home on a corner lot facing the public street shall contain at least 3 decorative elements such as, but not limited to, the following elements:
    - Windows
    - Bay window
    - Recessed window
    - Decorative window
    - Trim around the windows
    - Wrap around porch or side porch
    - Two or more building materials
    - Decorative brick/stone
    - Decorative trim
    - Decorative shake
    - Decorative air vents on gable
    - Decorative gable
    - Decorative cornice
    - Column
    - Portico
    - Balcony
    - Dormer
9. 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.
10. House entrances for units with front-facing single-car garages shall have a prominent covered porch/stoop area leading to the front door.
11. The rear and side elevations of the units that can be seen from the right-of-way shall have trim around the windows.
12. Front porches shall be a minimum of 6 feet deep.
13. No more than 25% of the lots may be accessed with J-driveways. There shall be no more than 3 such homes in a row on any single block. Any lots eligible for a J-driveway home shall be identified on the Final Plat.
14. A maximum of 100% of the single family detached residential units within POD 6 shall be permitted as “zero-entry” homes without the 20 inch rise from average grade across the front of the property to the finished floor elevation. All “zero-entry” homes shall also provide first floor master bedrooms. Lots permitted as “zero-entry” shall be noted on the Final Plat.
15. All single family detached residential homes are to be pre-configured with conduit for a solar energy system.
16. No less than 10 single family detached homes out of the first 100 homes within POD 6 will be installed with a minimum of a 4 kW solar PV system.

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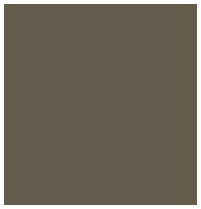
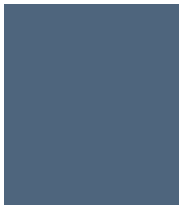
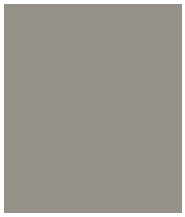
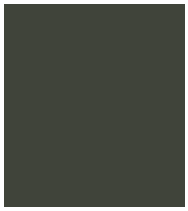
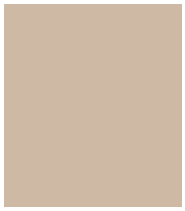
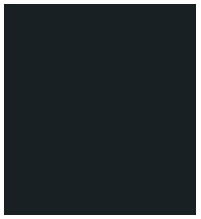
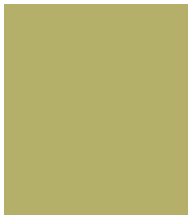
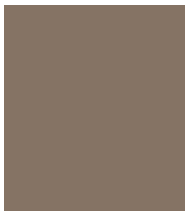
Townhome and Single Family Home Color Palette (Sherwin Williams)
All colors are Primary with the exception of those noted

 SW 6166 ECLIPSE	 SW 7502 DRY ROCK	SW 6008 INDIVIDUAL AZURITE	 SW 9148 SMOKEY
SW 6260 UNIQUE GRAY	SW 9136 LULLABY SLATE	 SW 9131 CORNWALL GREEN	 SW 6524 COMMODORE
SW 9119 DIRTY MARTINI	 SW 6188 SHADE GROWN	 SW 9117 URBAN JUNGLE	 SW 6156 RAMIE
 SW 6994 GREENBLACK ACCENT	 SW 6717 LIME RICKEY ACCENT ACCENT	 SW 7589 HABANERO CHILE ACCENT	 SW 70399148 VIRTUAL TAUPE

White may also be used as a primary, trim, or accent color with any palette variations



Wakefield

BUILDING ELEVATIONS FOR
ILLUSTRATIVE PURPOSES ONLY



Left Elevation





Right Elevation



Rear Elevation

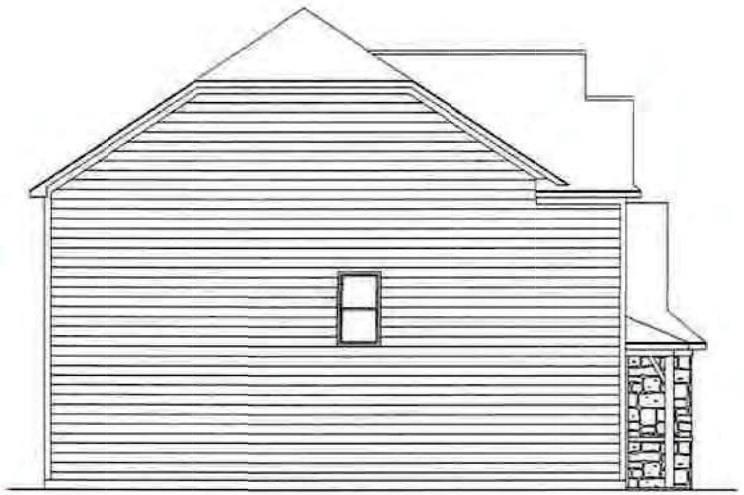
Wakefield - French Country

BUILDING ELEVATIONS FOR
ILLUSTRATIVE PURPOSES ONLY



Wakefield

BUILDING ELEVATIONS FOR
ILLUSTRATIVE PURPOSES ONLY



Left Elevation





Right Elevation



Rear Elevation

Wakefield - Low Country

BUILDING ELEVATIONS FOR
ILLUSTRATIVE PURPOSES ONLY



Wakefield

BUILDING ELEVATIONS FOR
ILLUSTRATIVE PURPOSES ONLY



Left Elevation





Right Elevation



Rear Elevation

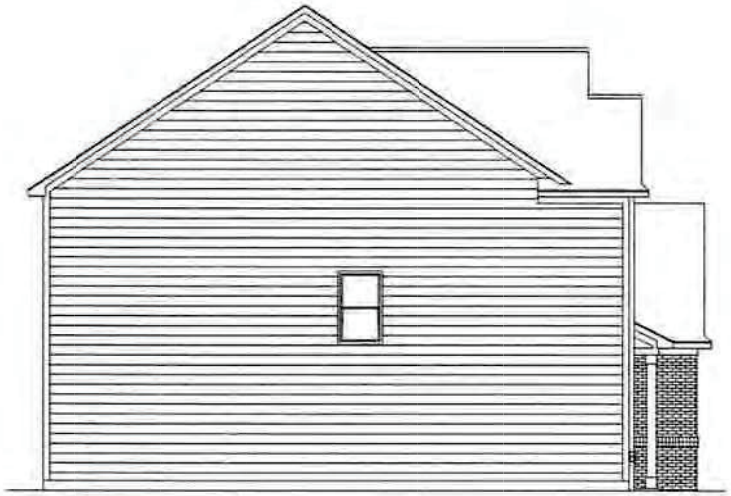
Wakefield - Craftsman

BUILDING ELEVATIONS FOR
ILLUSTRATIVE PURPOSES ONLY



Wakefield

BUILDING ELEVATIONS FOR
ILLUSTRATIVE PURPOSES ONLY



Left Elevation





Right Elevation



Rear Elevation

Wakefield - Federal - Brick

BUILDING ELEVATIONS FOR
ILLUSTRATIVE PURPOSES ONLY



Wakefield

BUILDING ELEVATIONS FOR
ILLUSTRATIVE PURPOSES ONLY



Left Elevation





Right Elevation



Rear Elevation

Wakefield - Federal - Siding

BUILDING ELEVATIONS FOR
ILLUSTRATIVE PURPOSES ONLY



Left Elevation





Right Elevation



Rear Elevation

Dorset - Craftsman

BUILDING ELEVATIONS FOR
ILLUSTRATIVE PURPOSES ONLY



Left Elevation





Right Elevation



Rear Elevation

Dorset - French Country

BUILDING ELEVATIONS FOR
ILLUSTRATIVE PURPOSES ONLY



Left Elevation





Right Elevation



Rear Elevation

Dorset - Low Country

BUILDING ELEVATIONS FOR
ILLUSTRATIVE PURPOSES ONLY



Left Elevation





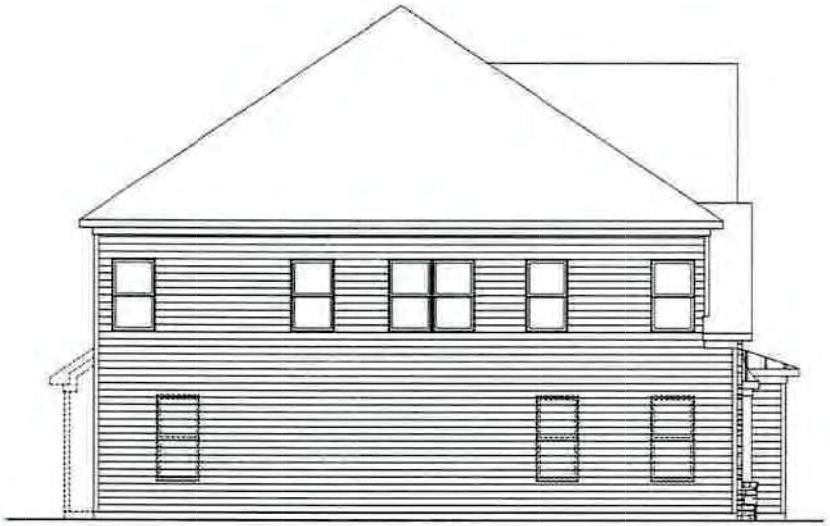
Right Elevation



Rear Elevation

Dorset - Arts and Crafts

BUILDING ELEVATIONS FOR
ILLUSTRATIVE PURPOSES ONLY



Left Elevation





Right Elevation



Rear Elevation

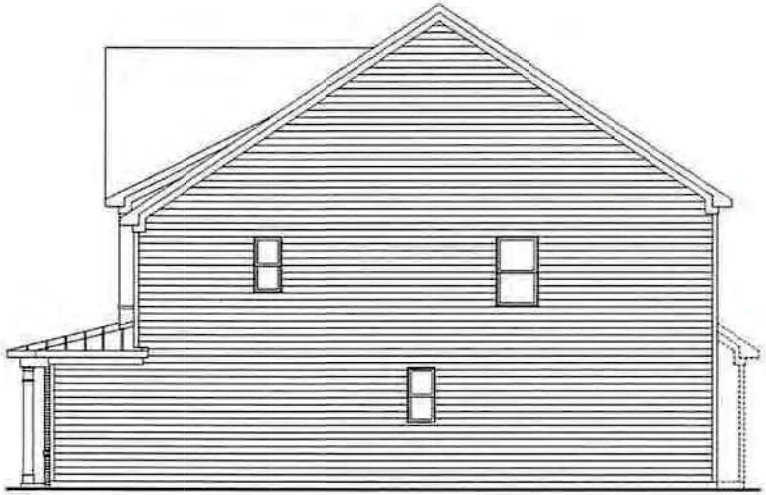
Dorset - European

BUILDING ELEVATIONS FOR
ILLUSTRATIVE PURPOSES ONLY



Left Elevation





Right Elevation



Rear Elevation

Dorset - Federal - Brick

BUILDING ELEVATIONS FOR
ILLUSTRATIVE PURPOSES ONLY



Left Elevation





Right Elevation



Rear Elevation

Dorset - Federal - Siding

BUILDING ELEVATIONS FOR
ILLUSTRATIVE PURPOSES ONLY



Essex II

BUILDING ELEVATIONS FOR
ILLUSTRATIVE PURPOSES ONLY



Essex II

BUILDING ELEVATIONS FOR
ILLUSTRATIVE PURPOSES ONLY



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BUILDING ELEVATIONS FOR
ILLUSTRATIVE PURPOSES ONLY



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Essex II

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ILLUSTRATIVE PURPOSES ONLY



Essex II

BUILDING ELEVATIONS FOR
ILLUSTRATIVE PURPOSES ONLY



Low Country

BUILDING ELEVATIONS FOR
ILLUSTRATIVE PURPOSES ONLY



Essex II

BUILDING ELEVATIONS FOR
ILLUSTRATIVE PURPOSES ONLY



Essex II

BUILDING ELEVATIONS FOR
ILLUSTRATIVE PURPOSES ONLY



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ILLUSTRATIVE PURPOSES ONLY



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Essex II

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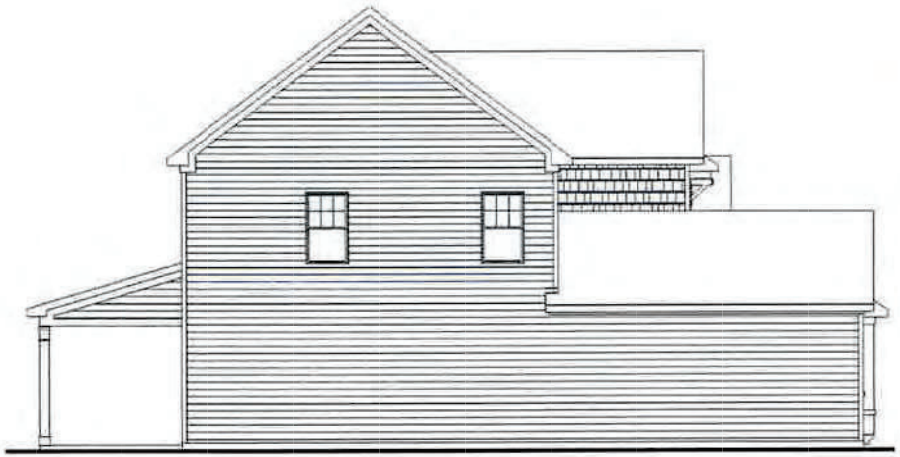
ILLUSTRATIVE PURPOSES ONLY



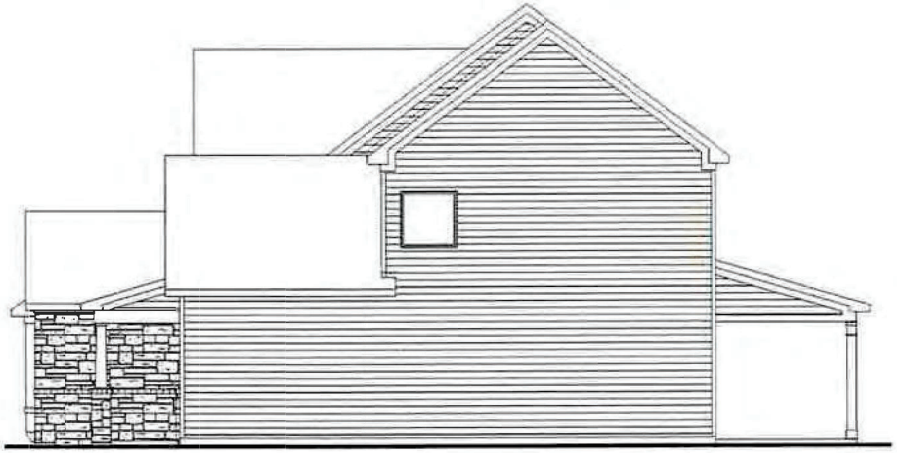
Essex II

BUILDING ELEVATIONS FOR
ILLUSTRATIVE PURPOSES ONLY



Left Elevation





Right Elevation



Rear Elevation

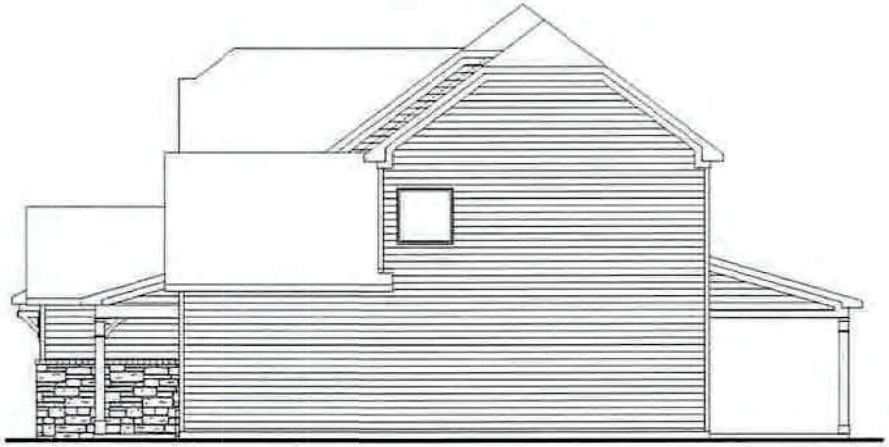
Brighton - Craftsman

BUILDING ELEVATIONS FOR
ILLUSTRATIVE PURPOSES ONLY



Left Elevation





Right Elevation



Rear Elevation

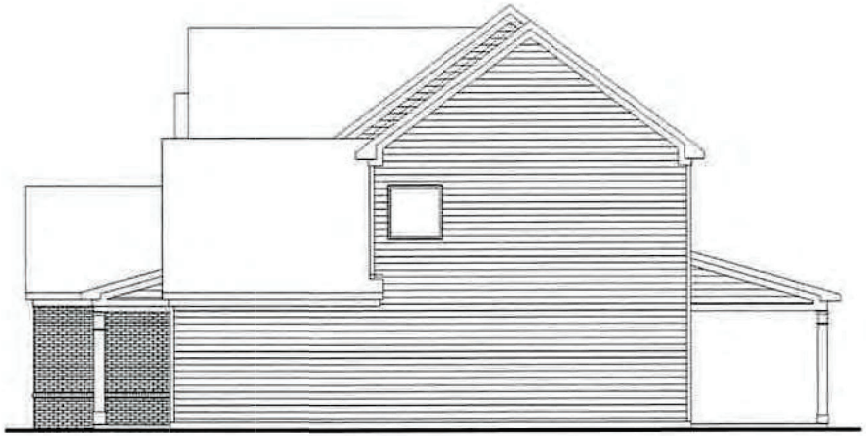
Brighton - Farmhouse

BUILDING ELEVATIONS FOR
ILLUSTRATIVE PURPOSES ONLY



Left Elevation





Right Elevation



Rear Elevation

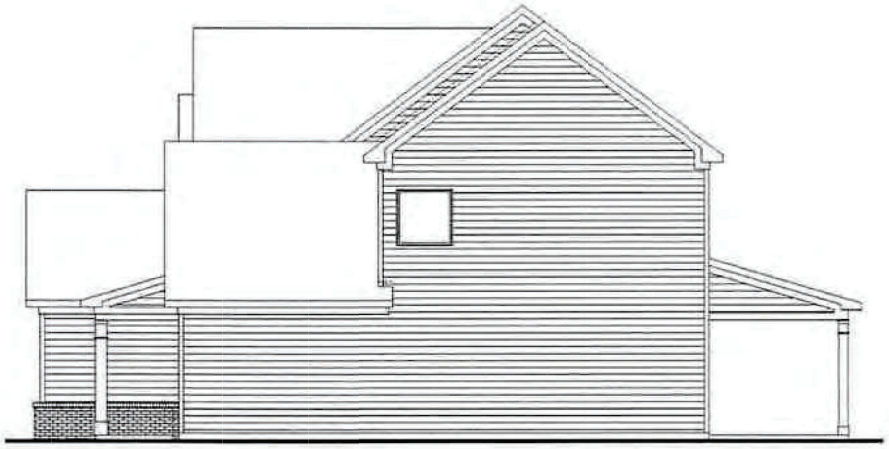
Brighton - Federal - Brick

BUILDING ELEVATIONS FOR
ILLUSTRATIVE PURPOSES ONLY



Left Elevation





Right Elevation



Rear Elevation

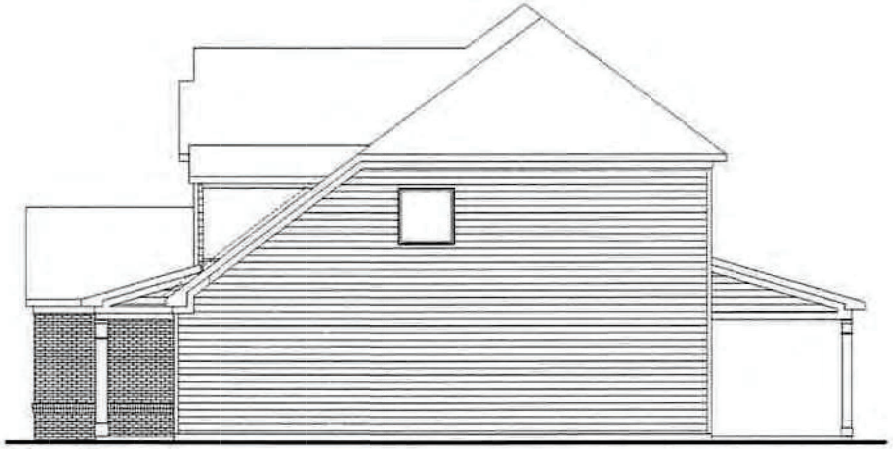
Brighton - Federal - Siding

BUILDING ELEVATIONS FOR
ILLUSTRATIVE PURPOSES ONLY



Left Elevation





Right Elevation



Rear Elevation

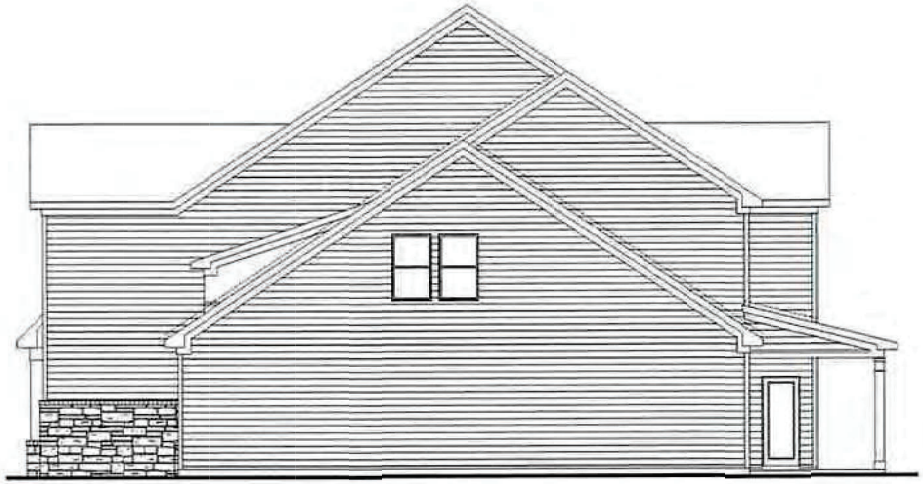
Brighton - Traditional

BUILDING ELEVATIONS FOR
ILLUSTRATIVE PURPOSES ONLY



Left Elevation





Right Elevation



Rear Elevation

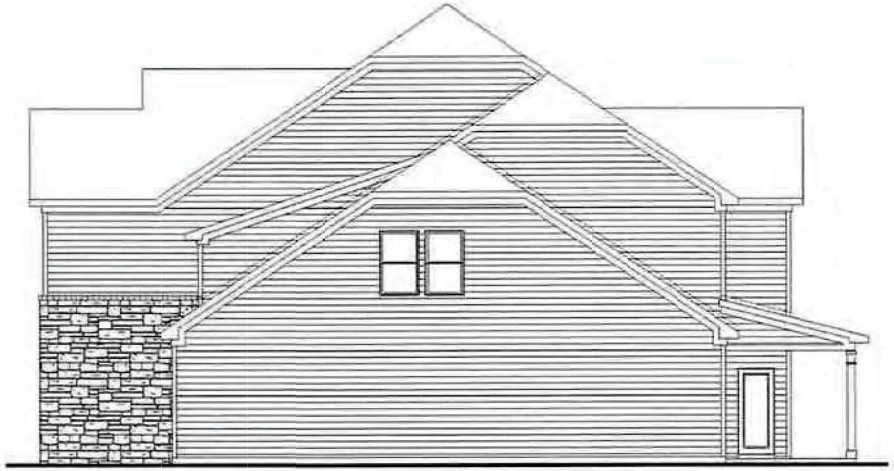
Highland - Craftsman

BUILDING ELEVATIONS FOR
ILLUSTRATIVE PURPOSES ONLY



Left Elevation





Right Elevation



Rear Elevation

Highland - Farmhouse

BUILDING ELEVATIONS FOR
ILLUSTRATIVE PURPOSES ONLY



Left Elevation





Right Elevation



Rear Elevation

Highland - Federal - Brick

BUILDING ELEVATIONS FOR
ILLUSTRATIVE PURPOSES ONLY



Left Elevation





Right Elevation



Rear Elevation

Highland - Federal - Siding

BUILDING ELEVATIONS FOR
ILLUSTRATIVE PURPOSES ONLY



Left Elevation





Right Elevation



Rear Elevation

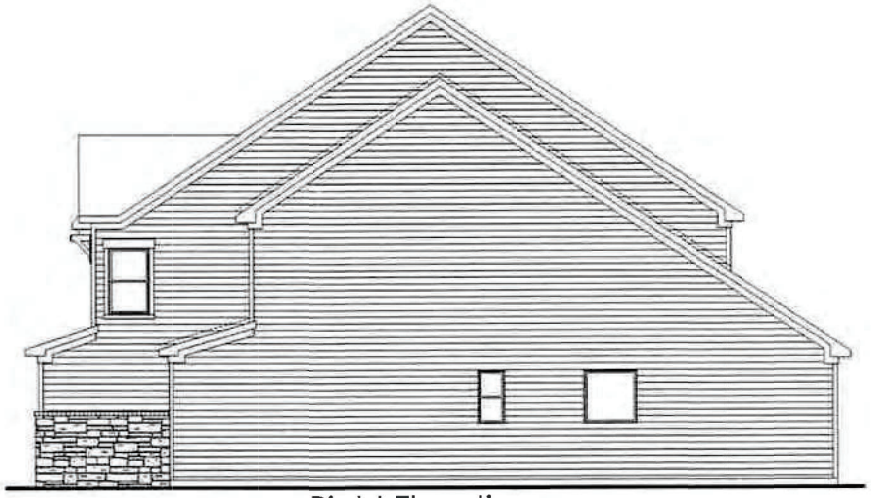
Highland - Traditional

BUILDING ELEVATIONS FOR
ILLUSTRATIVE PURPOSES ONLY



Left Elevation





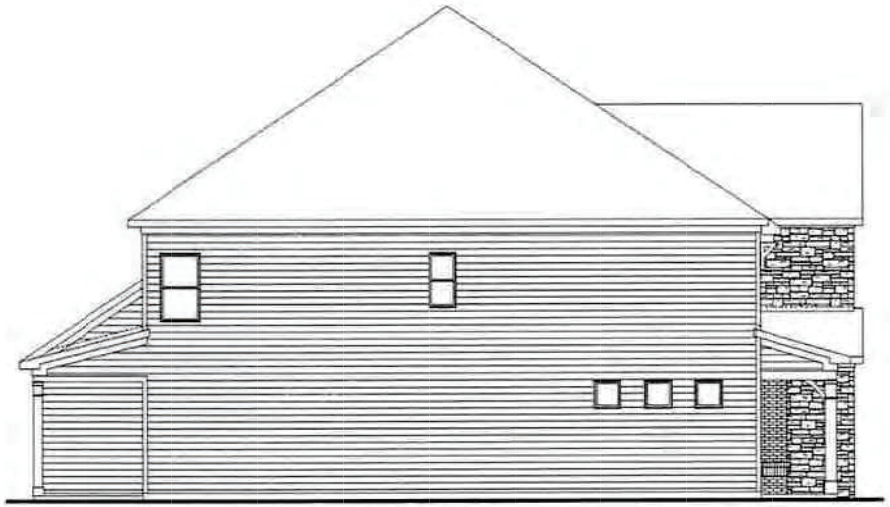
Right Elevation



Rear Elevation

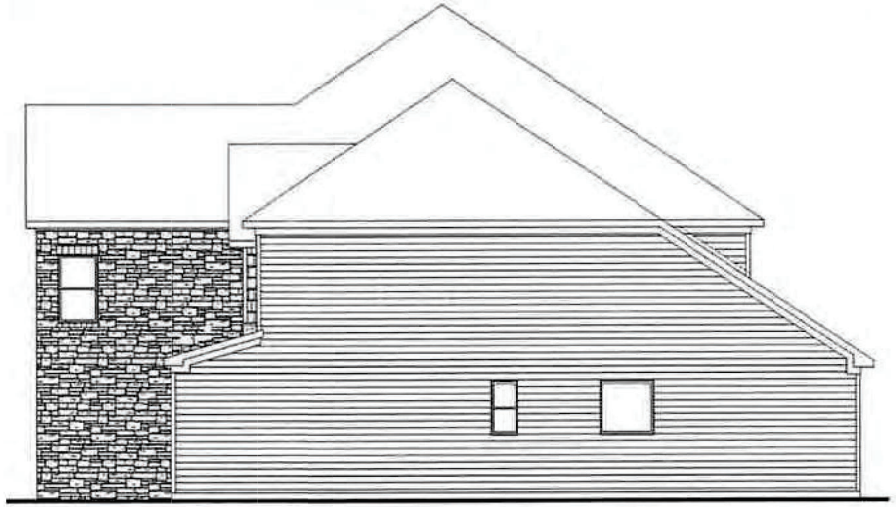
Kendyll - Craftsman

BUILDING ELEVATIONS FOR
ILLUSTRATIVE PURPOSES ONLY



Left Elevation





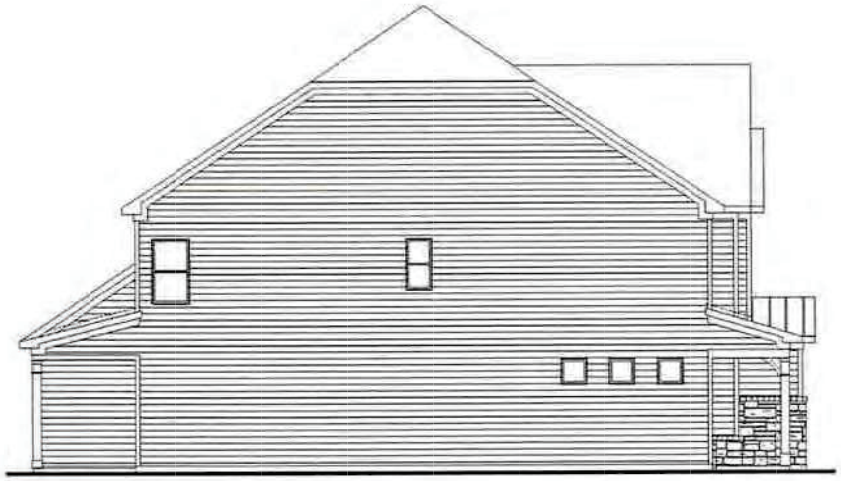
Right Elevation



Rear Elevation

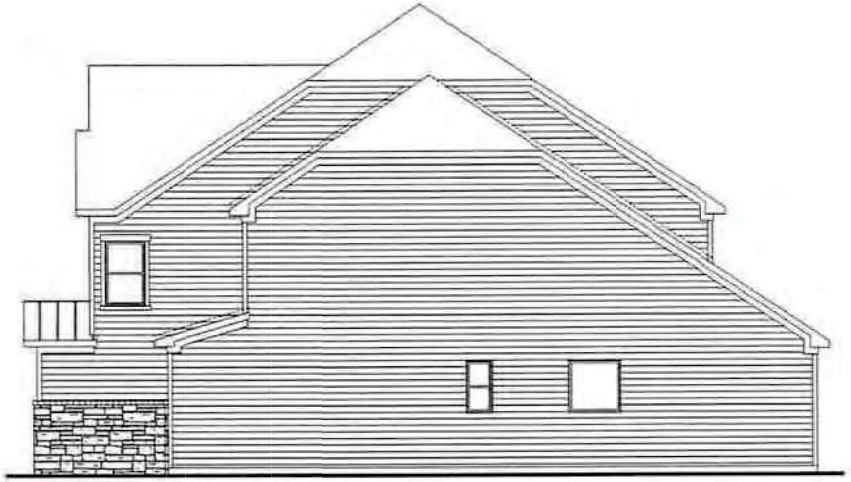
Kendyll - European

BUILDING ELEVATIONS FOR
ILLUSTRATIVE PURPOSES ONLY



Left Elevation





Right Elevation



Rear Elevation

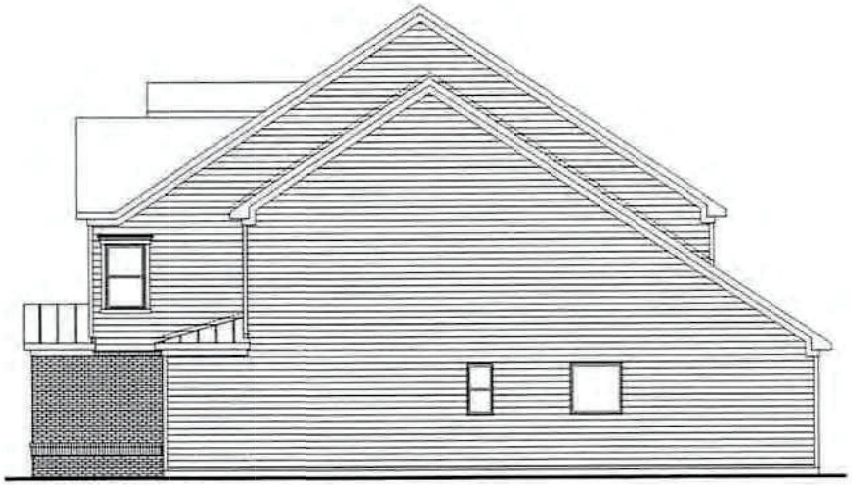
Kendyll - Farmhouse

BUILDING ELEVATIONS FOR
ILLUSTRATI RPOSES ONLY



Left Elevation





Right Elevation



Rear Elevation

Kendyll - Federal - Brick

BUILDING ELEVATIONS FOR
ILLUSTRATIVE PURPOSES ONLY



Left Elevation





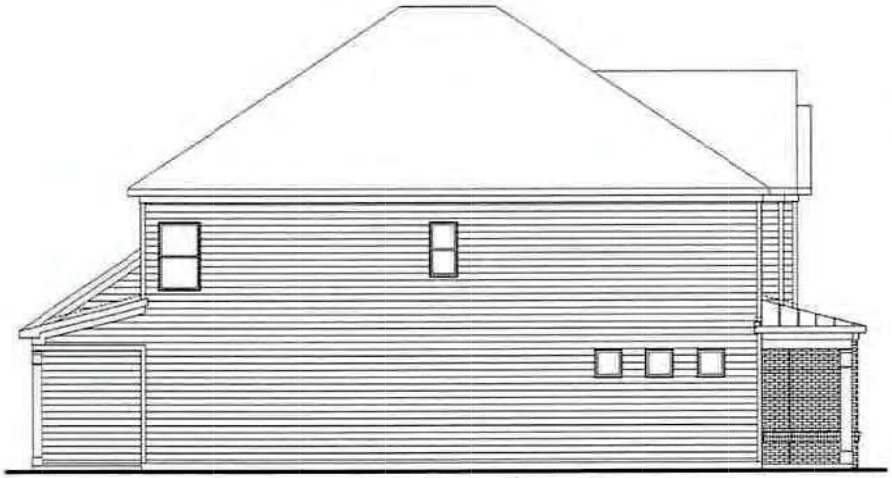
Right Elevation



Rear Elevation

Kendyll - Federal - Siding

BUILDING ELEVATIONS FOR
ILLUSTRATIVE PURPOSES ONLY



Left Elevation





Right Elevation



Rear Elevation

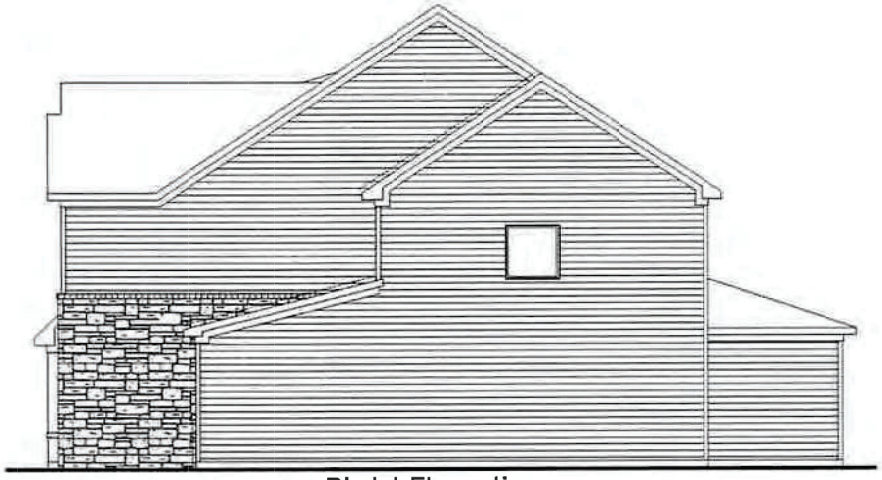
Kendyll - Traditional

BUILDING ELEVATIONS FOR
ILLUSTRATIVE PURPOSES ONLY



Left Elevation





Right Elevation



Rear Elevation

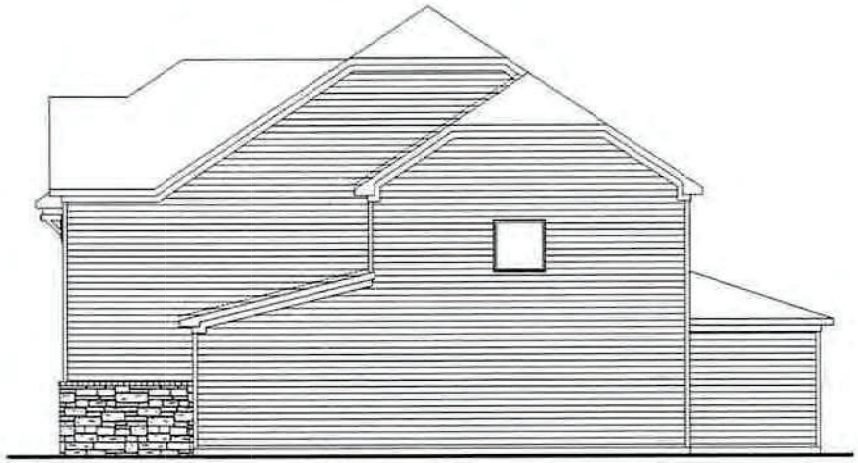
London - Craftsman

BUILDING ELEVATIONS FOR
ILLUSTRATIVE PURPOSES ONLY



Left Elevation





Right Elevation



Rear Elevation

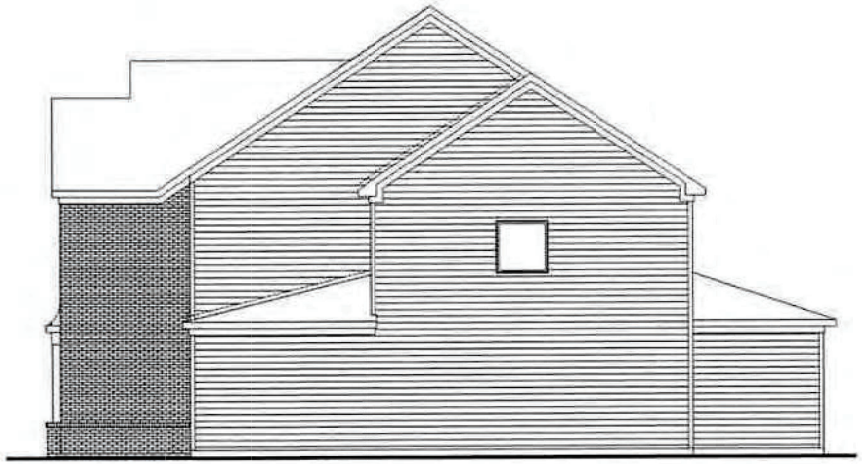
London - Farmhouse

BUILDING ELEVATIONS FOR
ILLUSTRATIVE PURPOSES ONLY



Left Elevation





Right Elevation



Rear Elevation

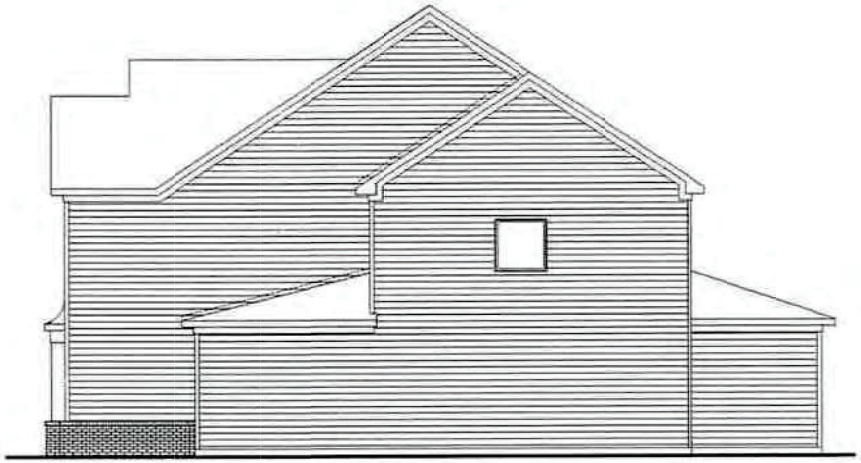
London - Federal - Brick

BUILDING ELEVATIONS FOR
ILLUSTRATIVE PURPOSES ONLY



Left Elevation





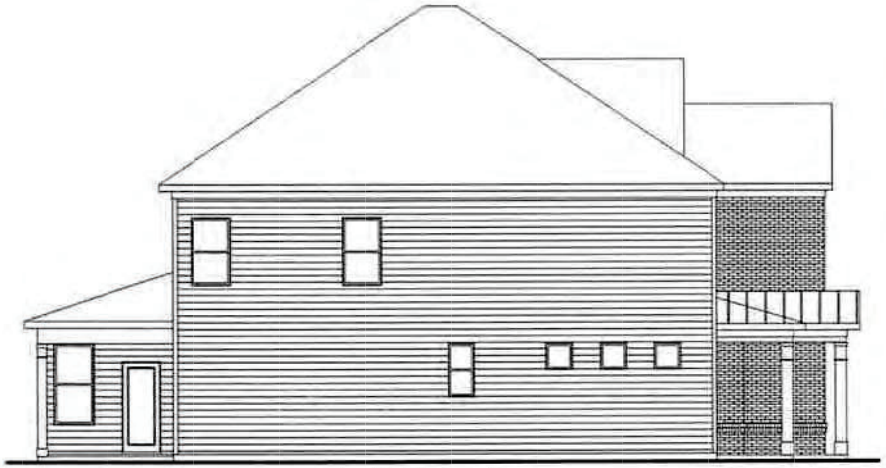
Right Elevation



Rear Elevation

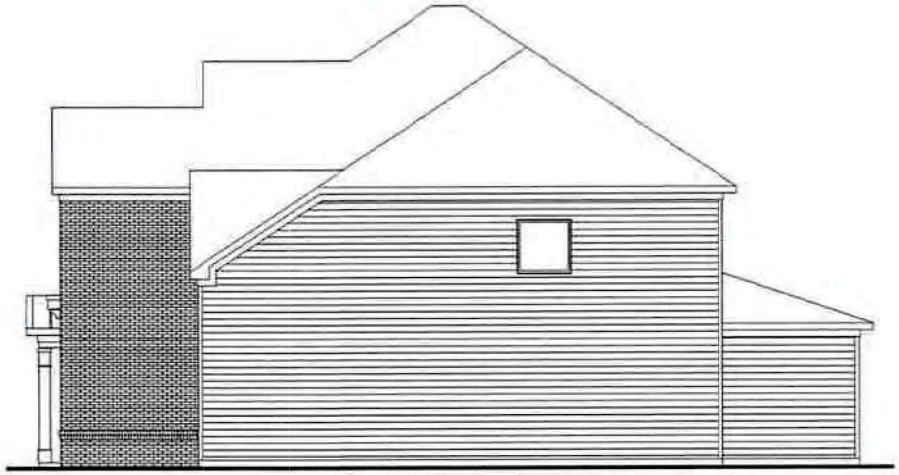
London - Federal - Siding

BUILDING ELEVATIONS FOR
ILLUSTRATIVE PURPOSES ONLY



Left Elevation





Right Elevation



Rear Elevation

London - Traditional

BUILDING ELEVATIONS FOR
ILLUSTRATIVE PURPOSES ONLY



Livingston

BUILDING ELEVATIONS FOR
ILLUSTRATIVE PURPOSES ONLY



Livingston

BUILDING ELEVATIONS FOR ILLUSTRATIVE PURPOSES ONLY



Livingston

BUILDING ELEVATIONS FOR ILLUSTRATIVE PURPOSES ONLY



Livingston

BUILDING ELEVATIONS FOR
ILLUSTRATIVE PURPOSES ONLY



Livingston

BUILDING ELEVATIONS FOR ILLUSTRATIVE PURPOSES ONLY



Livingston

BUILDING ELEVATIONS FOR ILLUSTRATIVE PURPOSES ONLY



Waverly

BUILDING ELEVATIONS FOR
ILLUSTRATIVE PURPOSES ONLY



Waverly

BUILDING ELEVATIONS FOR
ILLUSTRATIVE PURPOSES ONLY



Waverly

BUILDING ELEVATIONS FOR
ILLUSTRATIVE PURPOSES ONLY



Waverly

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ILLUSTRATIVE PURPOSES ONLY



Waverly

BUILDING ELEVATIONS FOR
ILLUSTRATIVE PURPOSES ONLY



Waverly

BUILDING ELEVATIONS FOR
ILLUSTRATIVE PURPOSES ONLY



Somerset

BUILDING ELEVATIONS FOR ILLUSTRATIVE PURPOSES ONLY



Somerset

BUILDING ELEVATIONS FOR ILLUSTRATIVE PURPOSES ONLY



Somerset

BUILDING ELEVATIONS FOR
ILLUSTRATIVE PURPOSES ONLY



Somerset

BUILDING ELEVATIONS FOR ILLUSTRATIVE PURPOSES ONLY



Somerset

BUILDING ELEVATIONS FOR
ILLUSTRATIVE PURPOSES ONLY



Somerset

BUILDING ELEVATIONS FOR
ILLUSTRATIVE PURPOSES ONLY



Prescott II

BUILDING ELEVATIONS FOR
ILLUSTRATIVE PURPOSES ONLY



Prescott II

BUILDING ELEVATIONS FOR
ILLUSTRATIVE PURPOSES ONLY



Pescott II

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ILLUSTRATIVE PURPOSES ONLY



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Prescott II

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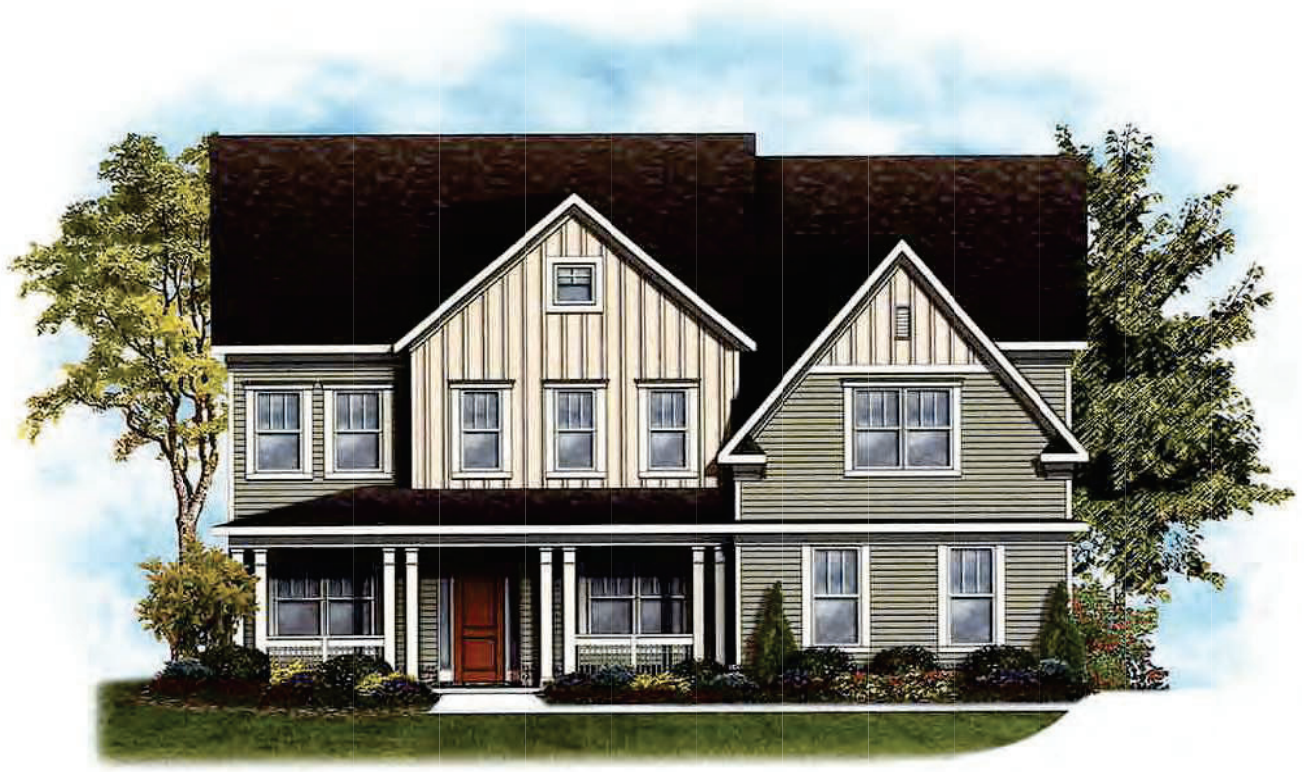
Prescott II

BUILDING ELEVATIONS FOR
ILLUSTRATIVE PURPOSES ONLY



Prescott II

BUILDING ELEVATIONS FOR
ILLUSTRATIVE PURPOSES ONLY



Prescott II

BUILDING ELEVATIONS FOR
ILLUSTRATIVE PURPOSES ONLY



Prescott II

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ILLUSTRATIVE PURPOSES ONLY



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Prescott II

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ILLUSTRATIVE PURPOSES ONLY



Prescott II

BUILDING ELEVATIONS FOR
ILLUSTRATIVE PURPOSES ONLY

Game Changer

3,037 square feet

3 Bedrooms | 2.5 Bathrooms







BUILDING ELEVATIONS FOR
ILLUSTRATIVE PURPOSES ONLY

Massey

2,883 square feet

4 Bedrooms | 3.5 Bathrooms | Game Room







BUILDING ELEVATIONS FOR
ILLUSTRATIVE PURPOSES ONLY

Barrett

3,147 square feet

4 Bedrooms | 3 Bathrooms | Study


Elevation C
(shown with optional metal roof)


Elevation A


Elevation B

BUILDING ELEVATIONS FOR
ILLUSTRATIVE PURPOSES ONLY

Stratton

3,217 square feet

4 Bedrooms | 3.5 Bathrooms



Elevation C
(shown with optional metal roof)



Elevation A



Elevation B

BUILDING ELEVATIONS FOR
ILLUSTRATIVE PURPOSES ONLY

Bliss

2,056 square feet

3 Bedrooms | 2.5 Bathrooms







BUILDING ELEVATIONS FOR
ILLUSTRATIVE PURPOSES ONLY

Sanctuary

2,580 square feet

4 Bedrooms | 3.5 Bathrooms







BUILDING ELEVATIONS FOR
ILLUSTR PURPOSES ONLY

Braxton

2,935 square feet

4 Bedrooms | 2.5 Bathrooms | Loft







BUILDING ELEVATIONS FOR
ILLUSTRATIVE PURPOSES ONLY

House Party

3,015 square feet

4 Bedrooms | 2.5 Bathrooms







BUILDING ELEVATIONS FOR
ILLUSTRA URPOSES ONLY

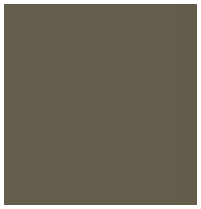
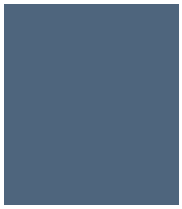
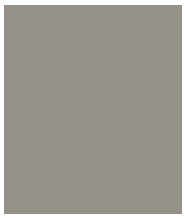
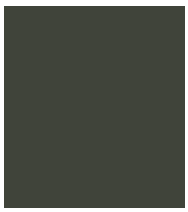
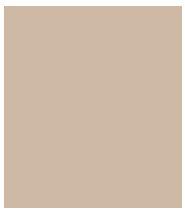
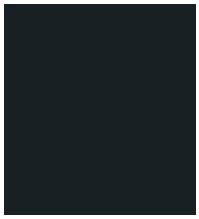
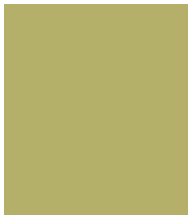
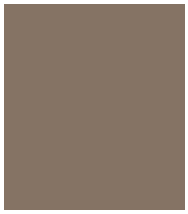
TOWNHOME BUILDING ELEVATIONS

Townhome notes:

1. Vinyl siding is not permitted; however, vinyl windows, decorative elements and trim are permitted.
2. All townhomes shall have a crawl space or raised foundation which at a minimum rises at least 12 inches from average grade across the front of the house to the finished floor level at the front door.
3. Roofline cannot be a single mass; it must be broken up horizontally and vertically between units.
4. Garage doors must have windows, decorative details or carriage-style adornments.
5. House entrances for units with front-facing single-car garages shall have a prominent covered porch/stoop area leading to the front door.
6. The garage cannot protrude more than 1 foot out from the front façade or front porch.
7. The visible side of a townhome 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
8. Building facades shall have horizontal relief achieved by the use of recesses and projections.
9. 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.
10. The rear and side elevations of the units that can be seen from the right-of-way shall have trim around the windows.
11. Minor elevation adjustments may be accommodated with staff approval – including limiting clipped dormers on no more than 25% of the proposed townhome building designs.
12. Side entry, end unit townhomes in highly visible locations shall provide a covered entry feature for each unit. Highly visible locations shall include the end of a series of buildings, and adjacent to public or private rights-of-ways, recreation areas, open space, buffers, or adjacent properties.

PEAK
Engineering & Design

Townhome and Single Family Home Color Palette (Sherwin Williams)
All colors are Primary with the exception of those noted

 SW 6166 ECLIPSE	 SW 7502 DRY ROCK	SW 6008 INDIVIDUAL AZURITE	 SW 9148 SMOKEY
SW 6260 UNIQUE GRAY	SW 9136 LULLABY SLATE	 SW 9131 CORNWALL GREEN	 SW 6524 COMMODORE
SW 9119 DIRTY MARTINI	 SW 6188 SHADE GROWN	 SW 9117 URBAN JUNGLE	 SW 6156 RAMIE
 SW 6994 GREENBLACK ACCENT	 SW 6717 LIME RICKEY ACCENT ACCENT	 SW 7589 HABANERO CHILE ACCENT	 SW 70399148 VIRTUAL TAUPE

White may also be used as a primary, trim, or accent color with any palette variations



Elevation A1-R



Elevation A2



Elevation A3-R



BUILDING ELEVATIONS FOR ILLUSTRATIVE PURPOSES ONLY



Elevation B1



Elevation B2



Elevation B3-R



Elevation B4



Elevation B5 - R



BUILDING ELEVATIONS FOR

ILLUSTRA - Page 825 - RPOSES ONLY



Elevation C1



Elevation C2



BUILDING ELEVATIONS FOR

ILLUSTRATIVE PURPOSES ONLY



Elevation D1



Elevation D2



BUILDING ELEVATIONS FOR ILLUSTRATIVE PURPOSES ONLY



Elevation E1



Elevation E2



Elevation E3 R



BUILDING ELEVATION FOR

ILLUSTR - Page 828 - URPOSES ONLY



Elevation F1



Elevation F2-R



Elevation F3



BUILDING ELEVATIONS FOR

ILLUSTR URPOSES ONLY

NOTES:

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- WINDOWS: MANUFACTURER PER DEVELOPER. DIVIDED LITES AS SHOWN ON THE EXTERIOR ELEVATIONS
- ENTRY DOOR: AS SELECTED BY DEVELOPER.
- GARAGE DOORS: AS SELECTED BY DEVELOPER, RAISED PANEL AS SHOWN.
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KEY NOTES:

MASONRY:

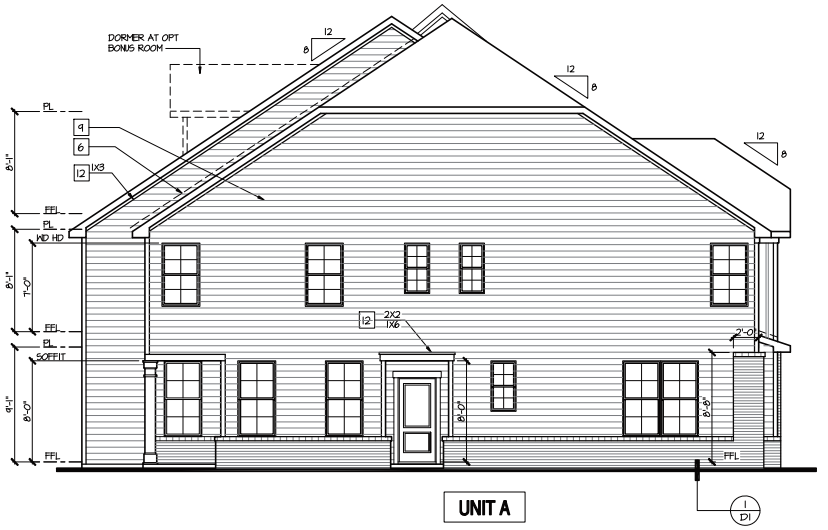
1. ADHERED STONE VENEER AS SELECTED BY DEVELOPER. HEIGHT AS NOTED.
2. MASONRY FULL BRICK AS SELECTED BY DEVELOPER. HEIGHT AS NOTED.
3. 8" SOLDIER COURSE.
4. ROWLOCK COURSE

TYPICALS:

5. CORROSION RESISTANT SCREEN LOUVERED VENTS, SIZE AS NOTED.
6. CORROSION RESISTANT ROOF TO WALL FLASHING. CODE COMPLIANT FLASHING MUST BE INSTALLED AT ALL ROOF/WALL INTERSECTIONS.
7. STANDING SEAM METAL ROOF, INSTALL PER MANUFCATURER'S WRITTEN INSTRUCTIONS.

SIDING:

8. VINYL SHAKE SIDING PER DEVELOPER W/ VINYL CORNER.
9. VINYL LAP SIDING PER DEVELOPER W/ VINYL CORNER.
10. VINYL BATT AND BOARD SIDING PER DEVELOPER W/ VINYL CORNER.
11. VINYL VERTICAL SIDING PER DEVELOPER W/ VINYL CORNER.
12. IX SYNBOARD TRIM OR EQUAL, U.N.O. SIZE AS NOTED
13. 3 1/2" VINYL TRIM (WINDOW JAMBS AND EXTERIOR CORNERS.)
14. VINYL SHUTTERS, TYPE AS SHOWN. SIZE AS NOTED.

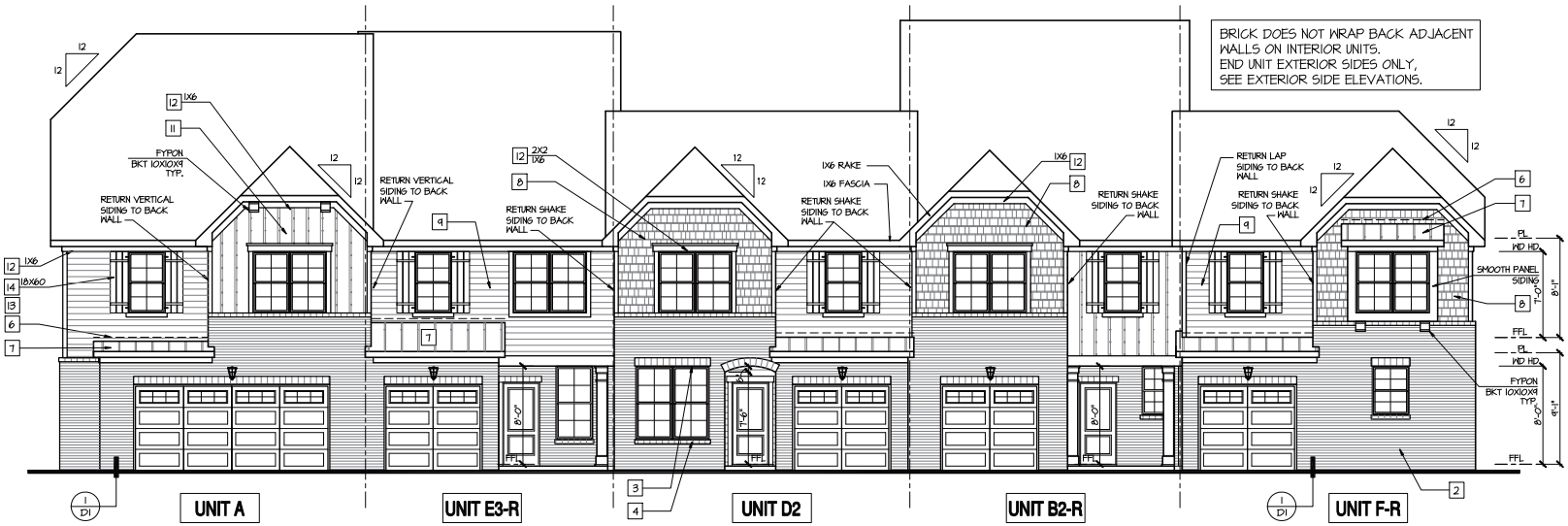


UNIT A

Left Elevation 5-Plex 'A'

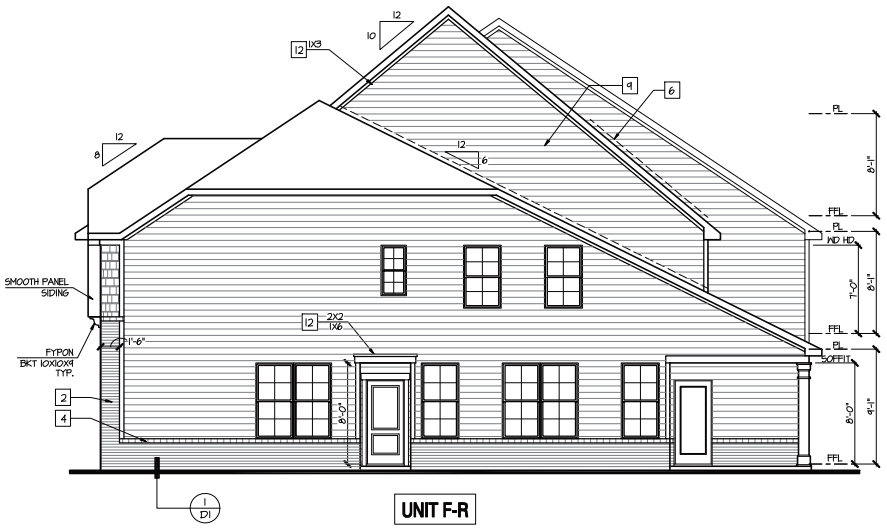
SCALE: 3/16"=1'-0" AT 22"X34" LAYOUT

BRICK DOES NOT WRAP BACK ADJACENT WALLS ON INTERIOR UNITS. END UNIT EXTERIOR SIDES ONLY, SEE EXTERIOR SIDE ELEVATIONS.



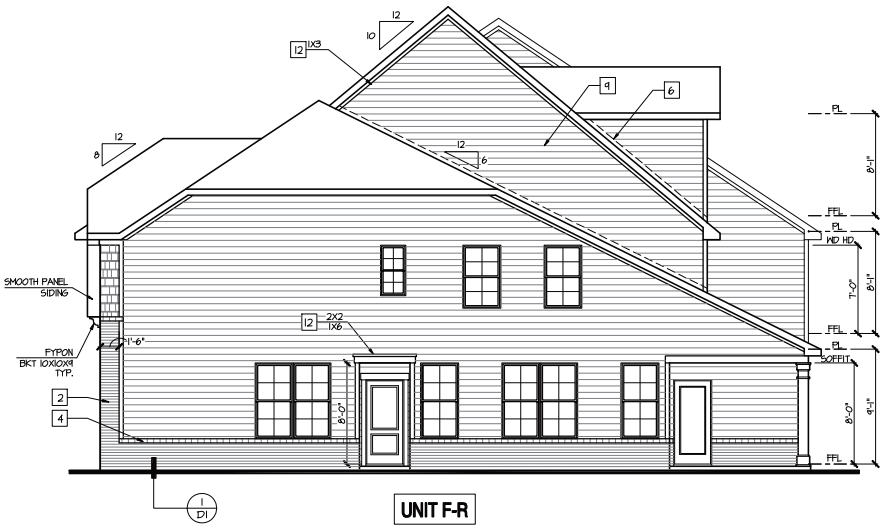
Front Elevation 5-Plex 'A'

SCALE: 3/16"=1'-0" AT 22"X34" LAYOUT



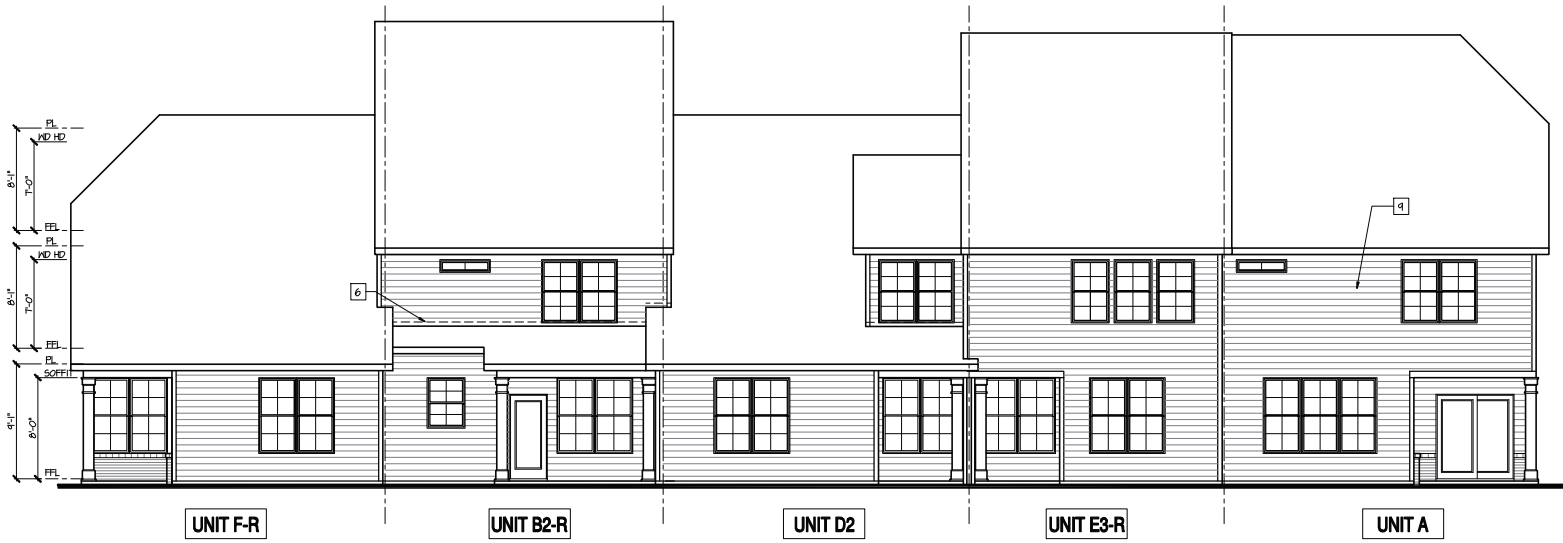
Right Elevation 5-Plex 'A'

SCALE: 3/16"=1'-0" AT 22"X34" LAYOUT



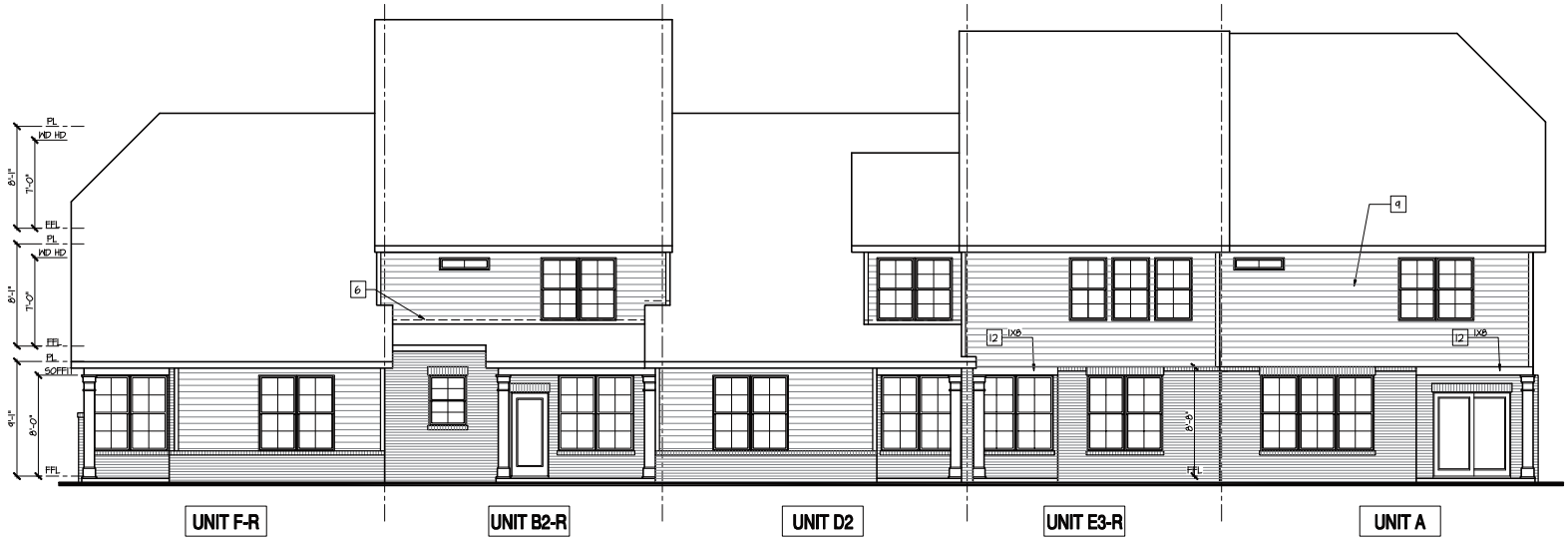
Right Elevation 5-Plex 'A'

SCALE: 3/16"=1'-0" AT 22"X34" LAYOUT



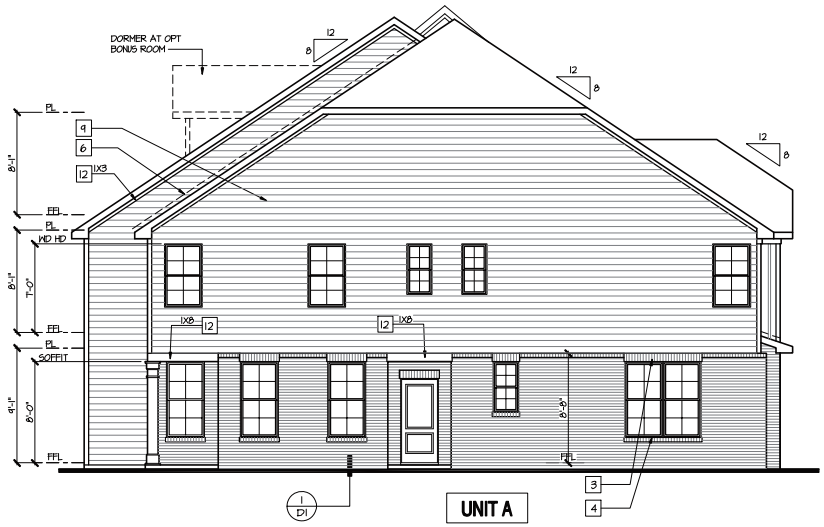
Rear Elevation 5-Plex 'A'

SCALE: 3/16"=1'-0" AT 22"X34" LAYOUT



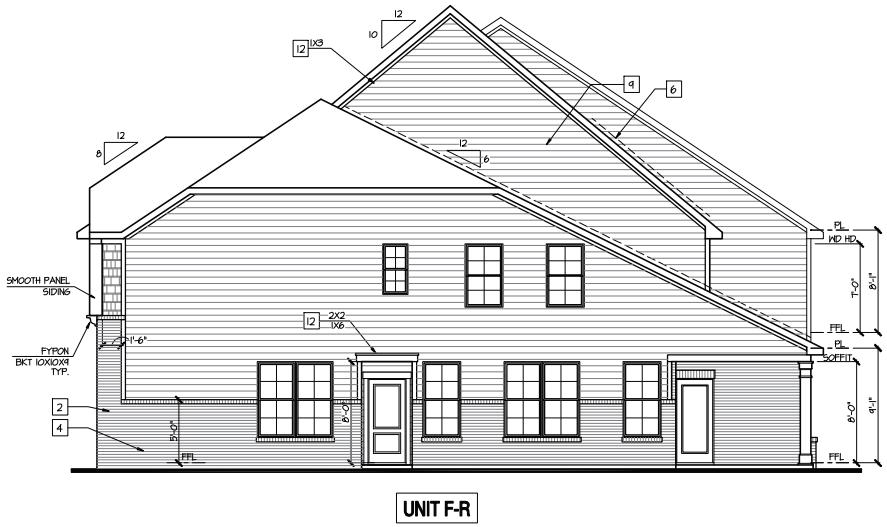
Rear Elevation 5-Plex 'A'

SCALE: 3/16"=1'-0" AT 22"X34" LAYOUT



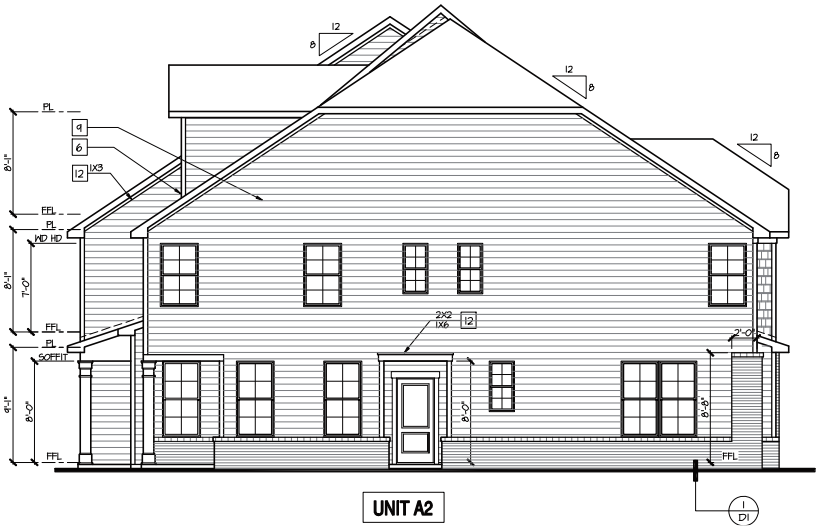
Left Elevation 5-Plex 'A'

SCALE: 3/16"=1'-0" AT 22"X34" LAYOUT



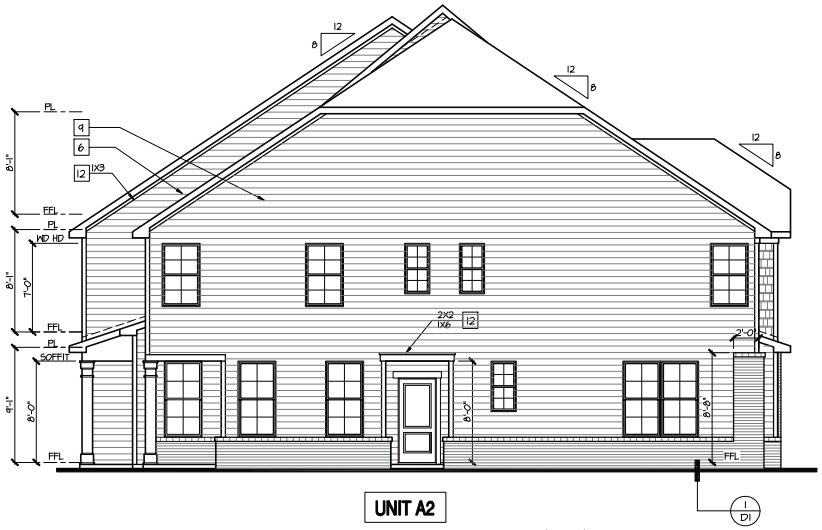
Right Elevation 5-Plex 'A'

SCALE: 3/16"=1'-0" AT 22"X34" LAYOUT



Left Elevation 5-Plex 'B'

SCALE: 3/16"=1'-0" AT 22"X34" LAYOUT



Left Elevation 5-Plex 'B'

SCALE: 3/16"=1'-0" AT 22"X34" LAYOUT

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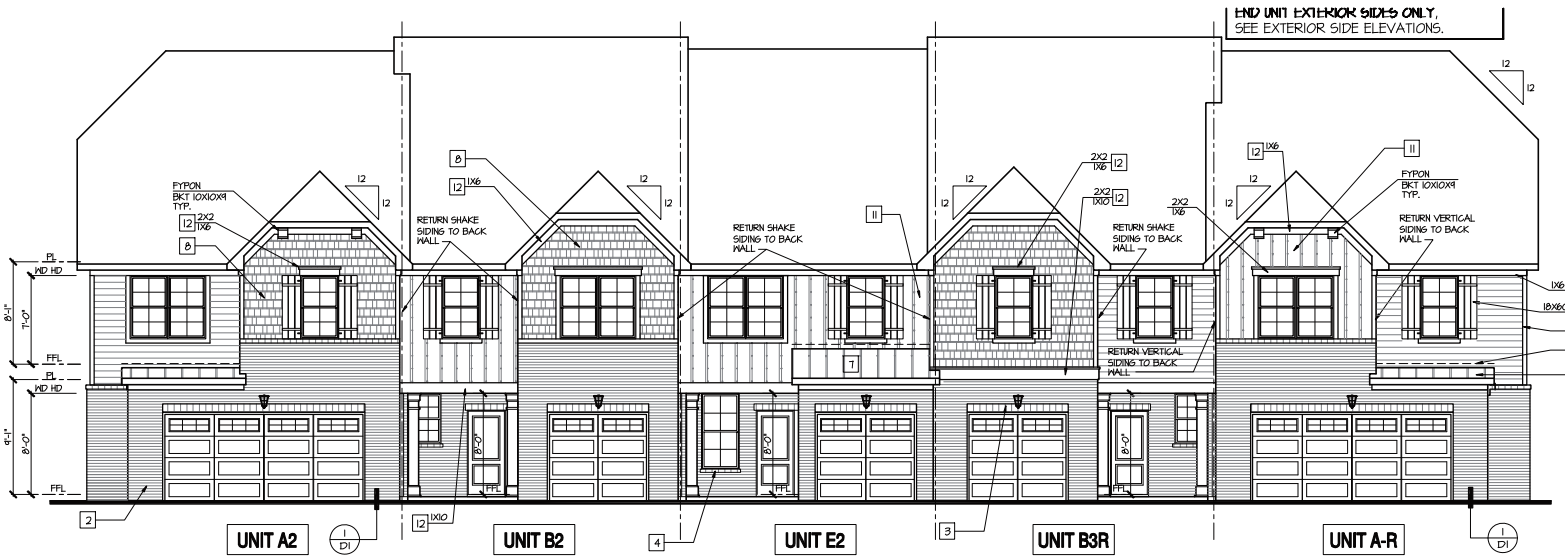
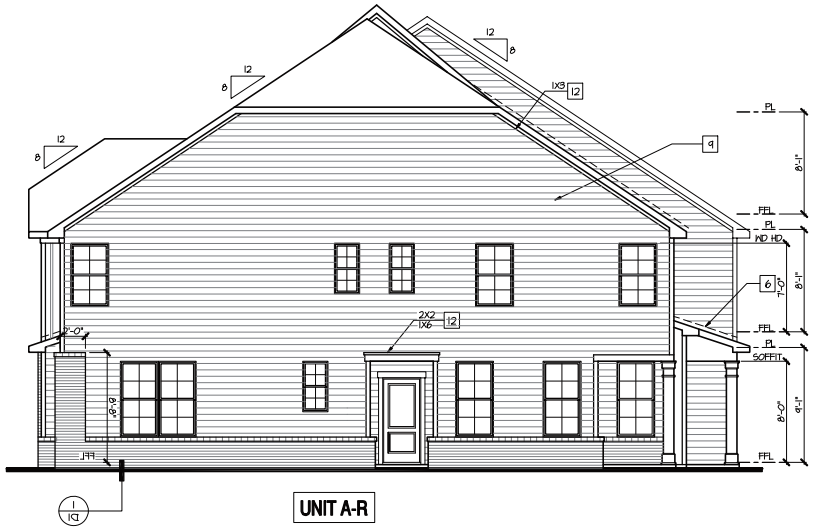


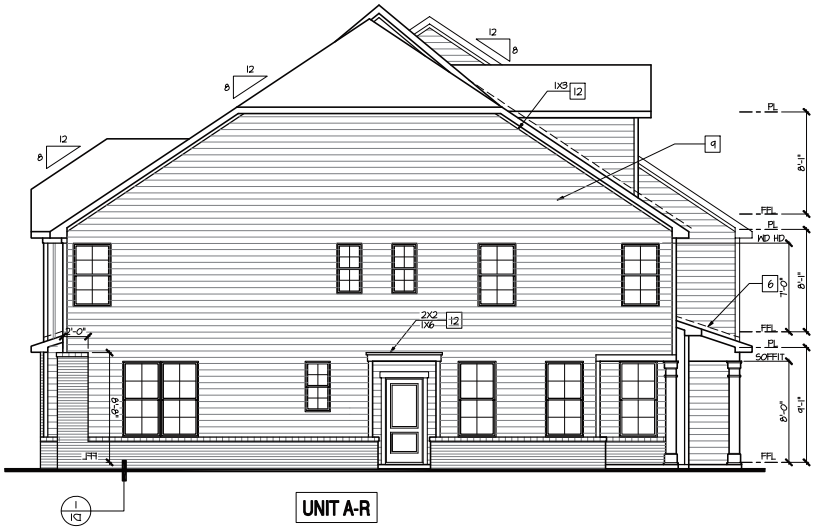
Front Elevation 5-Plex 'B'

SCALE: 3/16"=1'-0" AT 22"X34" LAYOUT



Right Elevation 5-Plex 'B'

SCALE: 3/16"=1'-0" AT 22"X34" LAYOUT



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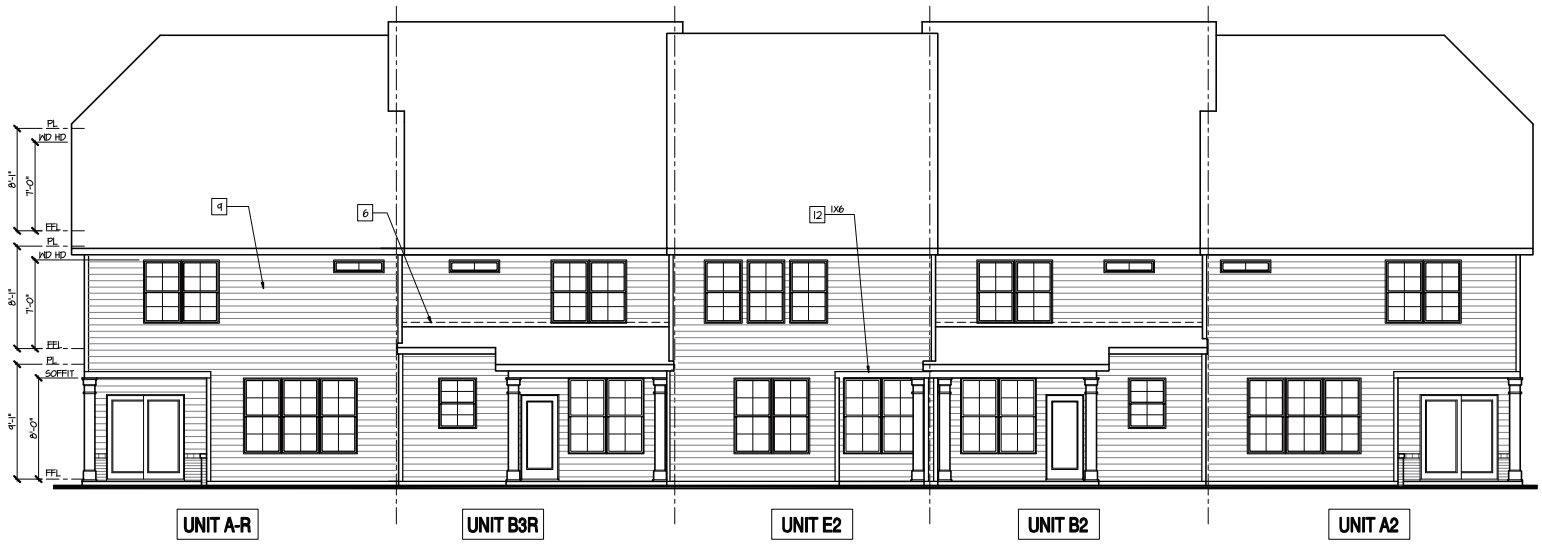
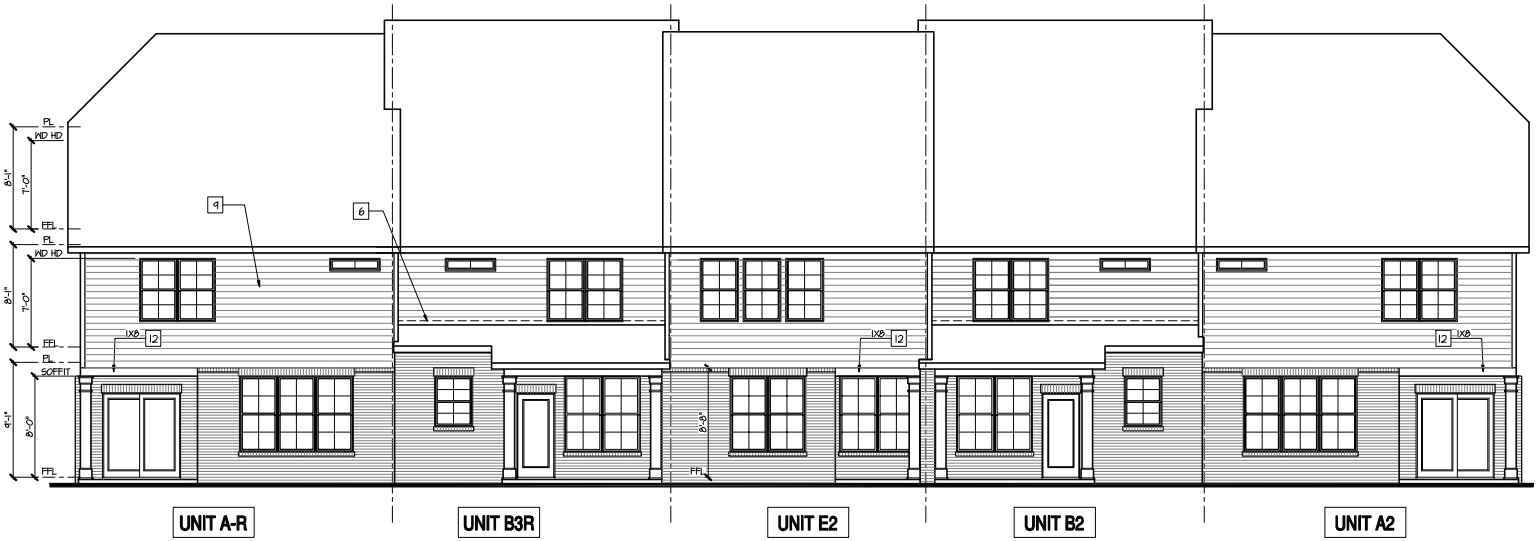
SCALE: 3/16"=1'-0" AT 22"X34" LAYOUT



Rear Elevation 5-Plex 'B'

SCALE: 3/16"=1'-0" AT 22"X34" LAYOUT



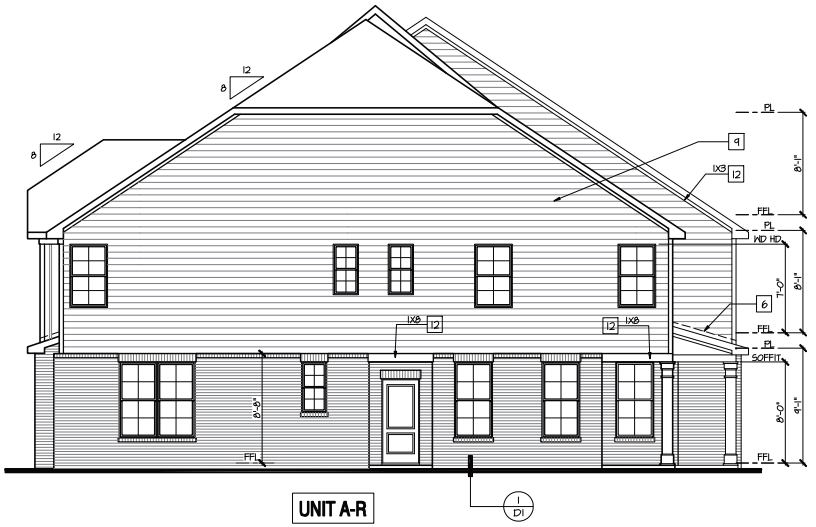
Rear Elevation 5-Plex 'B'

SCALE: 3/16"=1'-0" AT 22"X34" LAYOUT



Left Elevation 5-Plex 'B'

SCALE: 3/16"=1'-0" AT 22"X34" LAYOUT



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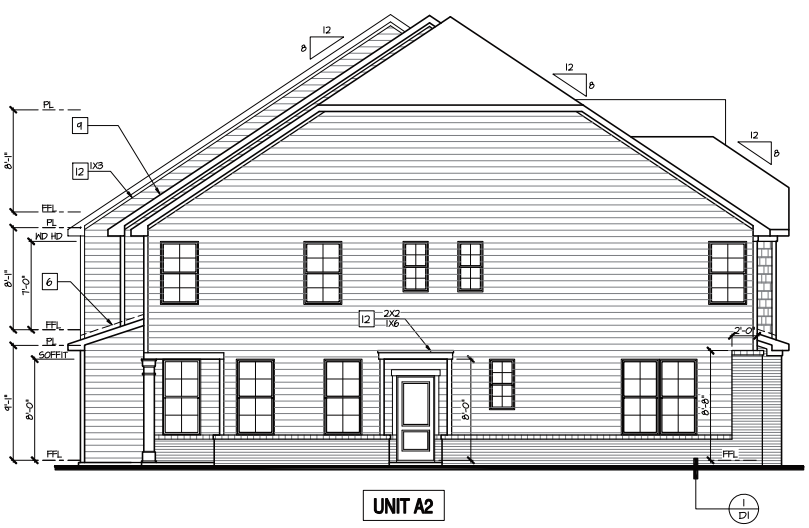
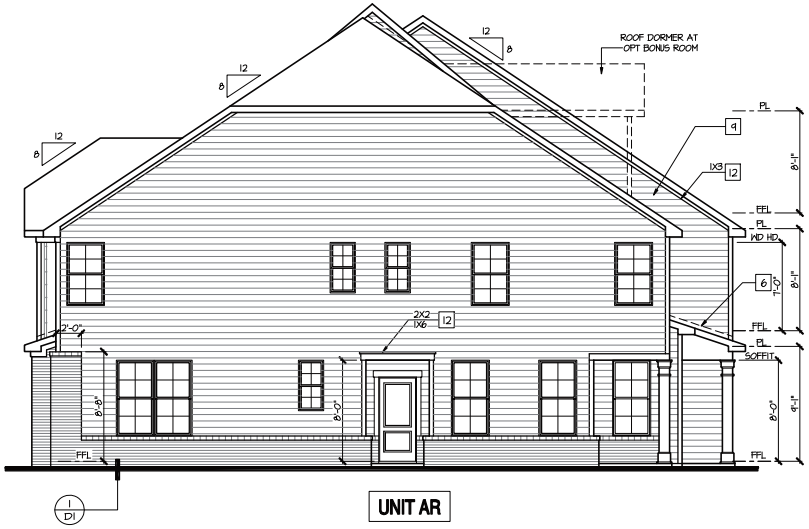


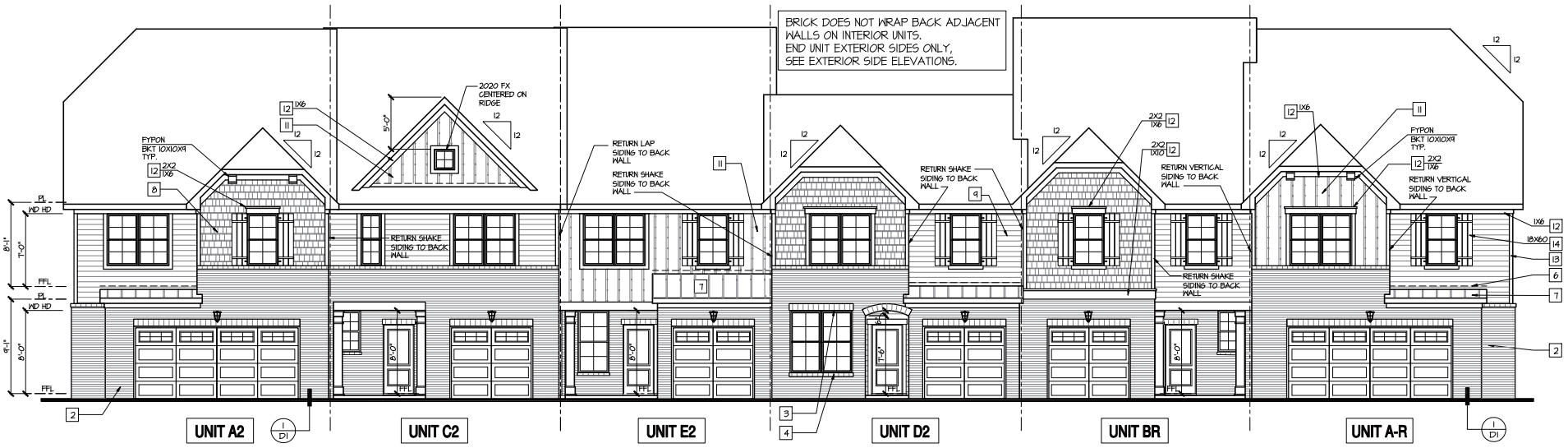
Left Elevation 6-Plex 'A'

SCALE: 3/16"=1'-0" AT 22"X34" LAYOUT



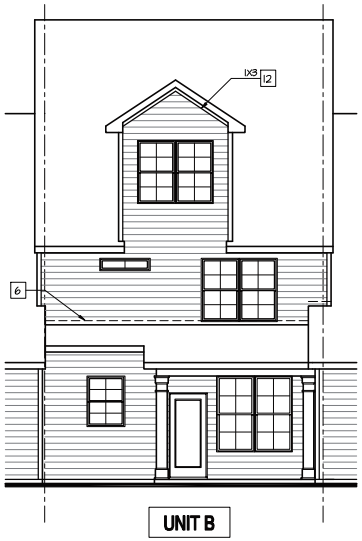
Right Elevation 6-Plex 'A'

SCALE: 3/16"=1'-0" AT 22"X34" LAYOUT



Front Elevation 6-Plex 'A'

SCALE: 3/16"=1'-0" AT 22"X34" LAYOUT



Rear Elevation

SCALE: 3/16"=1'-0" AT 22"X34" LAYOUT

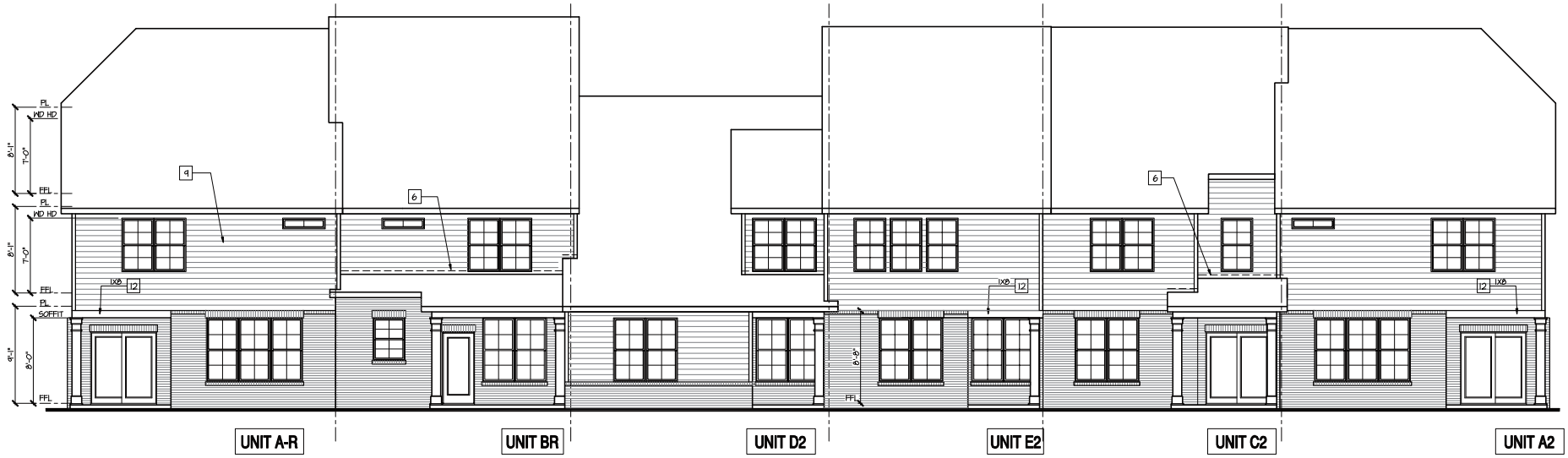
UNIT B



UNIT A-R | UNIT BR | UNIT D2 | UNIT E2 | UNIT C2 | UNIT A2

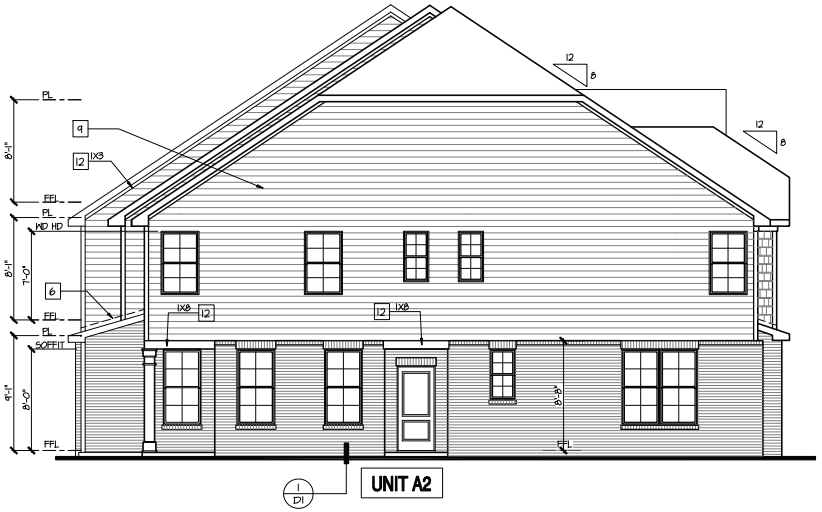
Rear Elevation 6-Plex 'A'

SCALE: 3/16"=1'-0" AT 22"X34" LAYOUT



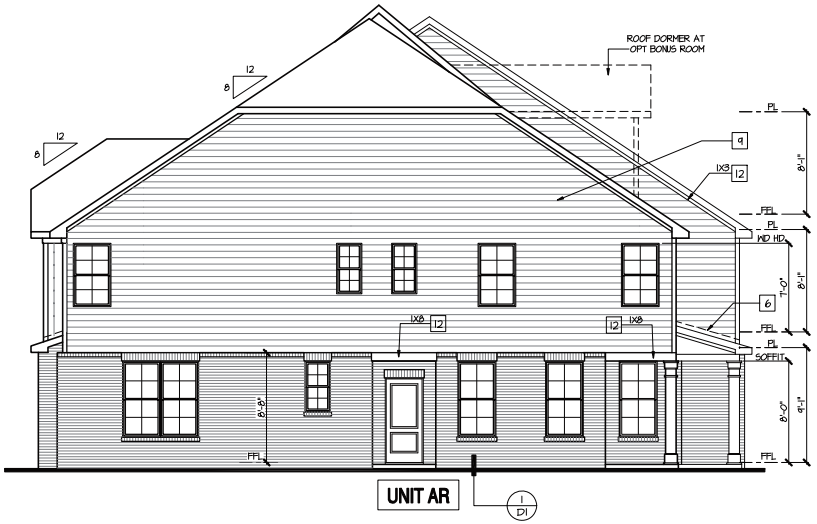
Rear Elevation 6-Plex 'A'

SCALE: 3/16"=1'-0" AT 22"X34" LAYOUT



Left Elevation 6-Plex 'A'

SCALE: 3/16"=1'-0" AT 22"X34" LAYOUT



Right Elevation 6-Plex 'A'

SCALE: 3/16"=1'-0" AT 22"X34" LAYOUT

NOTES:

- GRADE CONDITIONS MAY VARY FOR INDIVIDUAL SITE FROM THAT SHOWN. BUILDER SHALL VERIFY AND COORDINATE PER ACTUAL SITE CONDITIONS.
- WINDOW HEAD HEIGHTS:
  1ST FLOOR = 8'-0" U.N.O. ON ELEVATIONS.
  2ND FLOOR = 7'-0" U.N.O. ON ELEVATIONS.
- ROOFING: PITCHED SHINGLES PER DEVELOPER.
- WINDOWS: MANUFACTURER PER DEVELOPER. DIVIDED LITES AS SHOWN ON THE EXTERIOR ELEVATIONS
- ENTRY DOOR: AS SELECTED BY DEVELOPER.
- GARAGE DOORS: AS SELECTED BY DEVELOPER, RAISED PANEL AS SHOWN.
- ALL EXTERIOR MATERIALS TO BE INSTALLED PER MANUFACTURER'S WRITTEN INSTRUCTIONS.

KEY NOTES:

MASONRY:

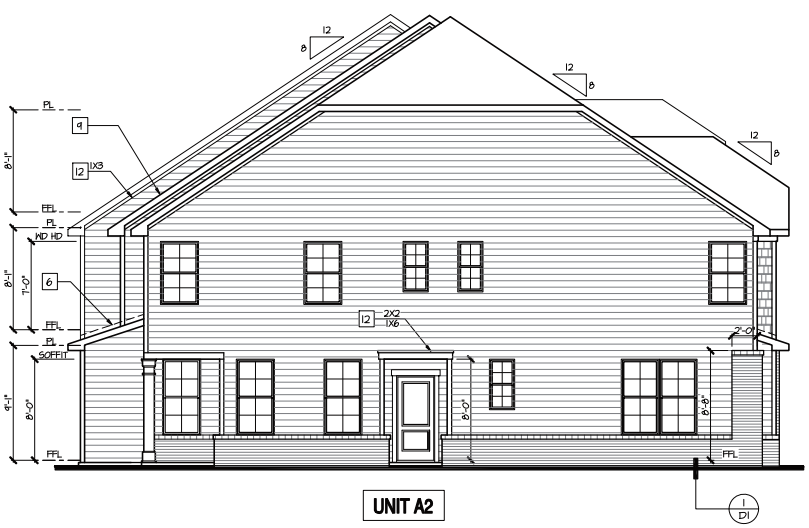
1. ADHERED STONE VENEER AS SELECTED BY DEVELOPER. HEIGHT AS NOTED.
2. MASONRY FULL BRICK AS SELECTED BY DEVELOPER. HEIGHT AS NOTED.
3. 8" SOLDIER COURSE.
4. ROWLOCK COURSE

TYPICALS:

5. CORROSION RESISTANT SCREEN LOUVERED VENTS, SIZE AS NOTED.
6. CORROSION RESISTANT ROOF TO WALL FLASHING. CODE COMPLIANT FLASHING MUST BE INSTALLED AT ALL ROOF/WALL INTERSECTIONS.
7. STANDING SEAM METAL ROOF, INSTALL PER MANUFACTURER'S WRITTEN INSTRUCTIONS.

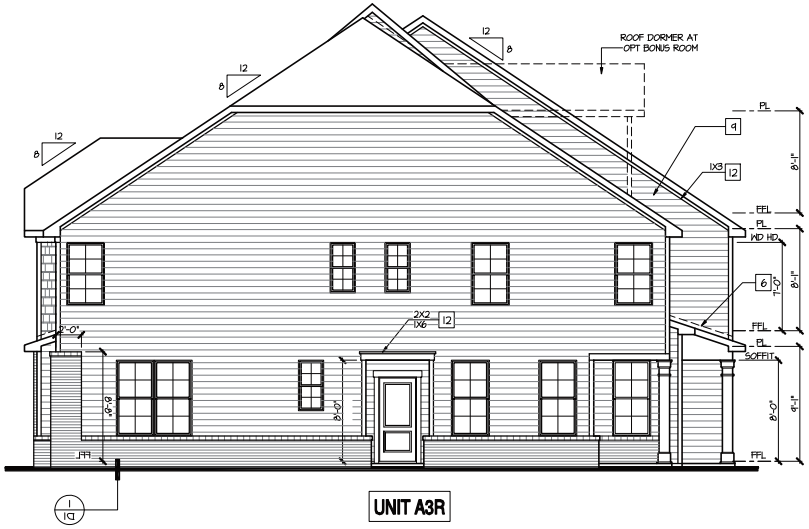
SIDING:

8. VINYL SHAKE SIDING PER DEVELOPER W/ VINYL CORNER.
9. VINYL LAP SIDING PER DEVELOPER W/ VINYL CORNER.
10. VINYL BATT AND BOARD SIDING PER DEVELOPER W/ VINYL CORNER.
11. VINYL VERTICAL SIDING PER DEVELOPER W/ VINYL CORNER.
12. 1X SYNBOARD TRIM OR EQUAL, U.N.O. SIZE AS NOTED
13. 3 1/2" VINYL TRIM (WINDOW JAMBS AND EXTERIOR CORNERS.)
14. VINYL SHUTTERS, TYPE AS SHOWN. SIZE AS NOTED.



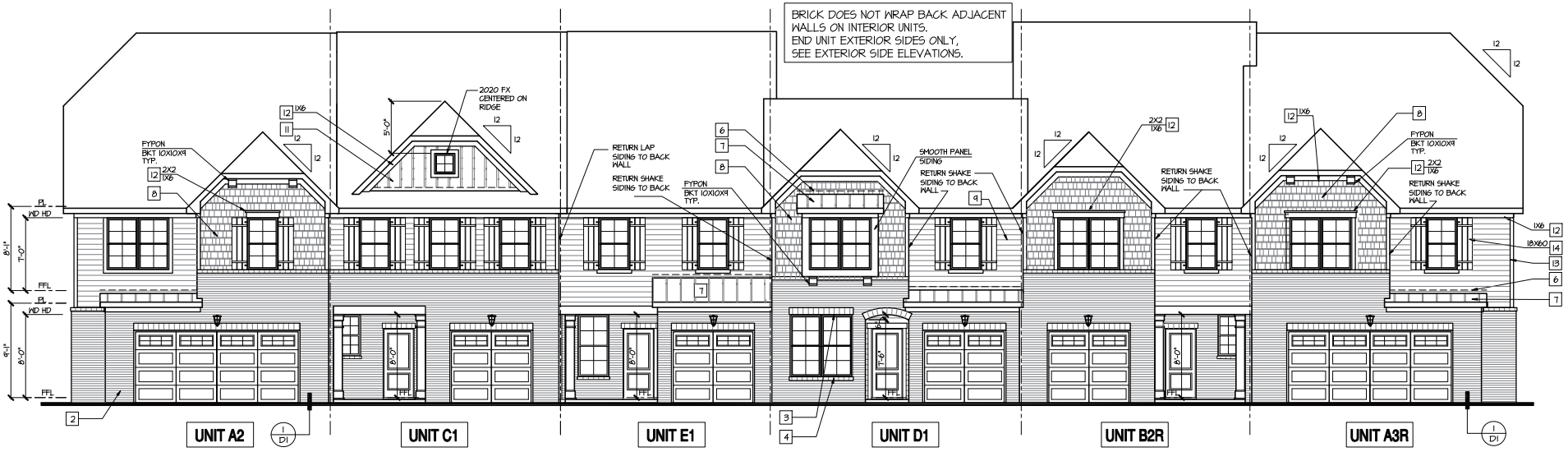
Left Elevation 6-Plex 'B'

SCALE: 3/16"=1'-0" AT 22"X34" LAYOUT



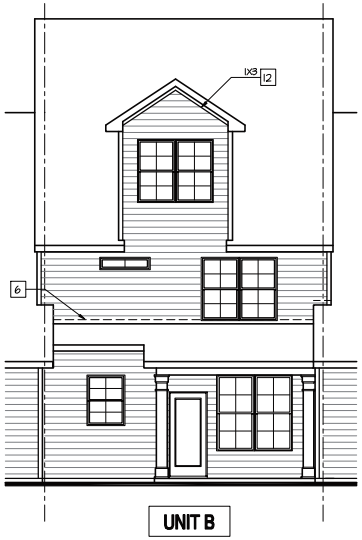
Right Elevation 6-Plex 'B'

SCALE: 3/16"=1'-0" AT 22"X34" LAYOUT



Front Elevation 6-Plex 'B'

SCALE: 3/16"=1'-0" AT 22"X34" LAYOUT



UNIT B

Rear Elevation

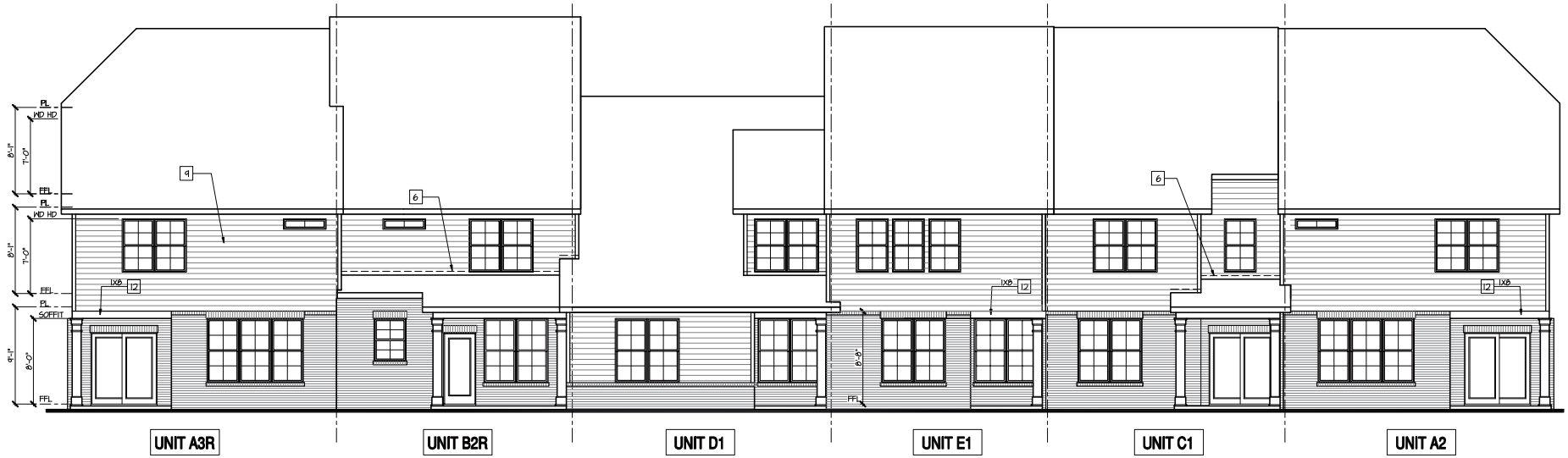
SCALE: 3/16"=1'-0" AT 22"X34" LAYOUT



UNIT A3R | UNIT B2R | UNIT D1 | UNIT E1 | UNIT C1 | UNIT A2

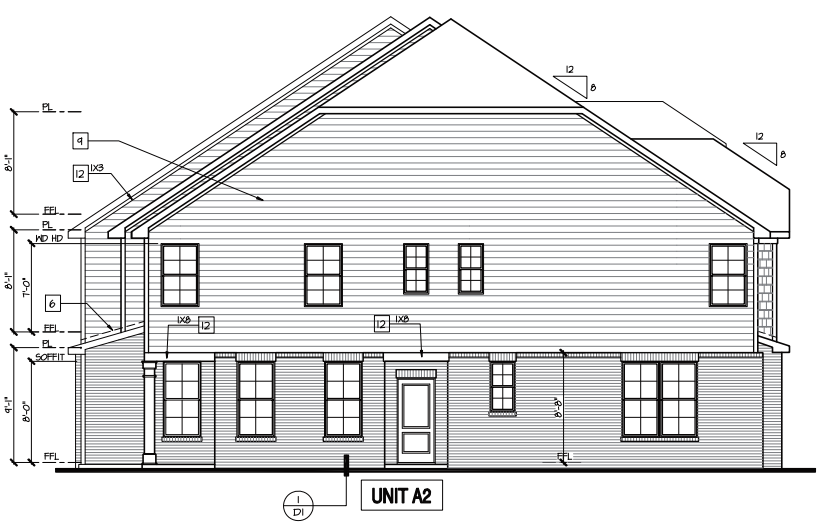
Rear Elevation 6-Plex 'B'

SCALE: 3/16"=1'-0" AT 22"X34" LAYOUT



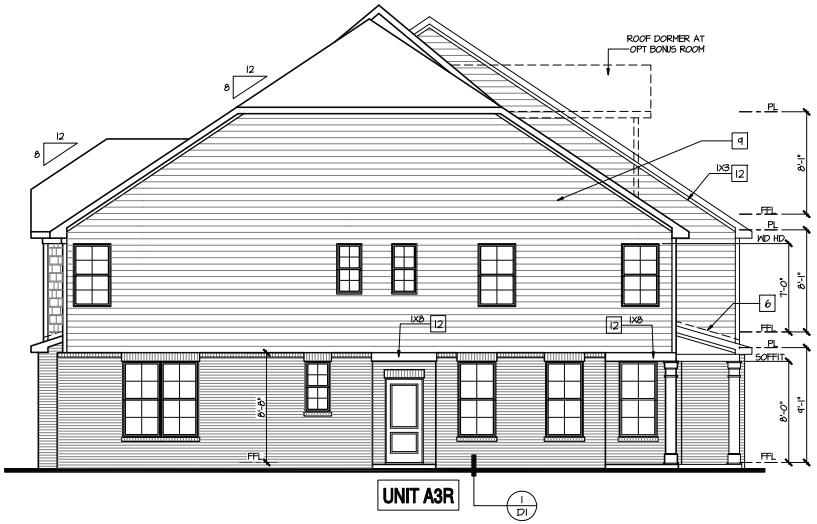
Rear Elevation 6-Plex 'B'

SCALE: 3/16"=1'-0" AT 22"X34" LAYOUT



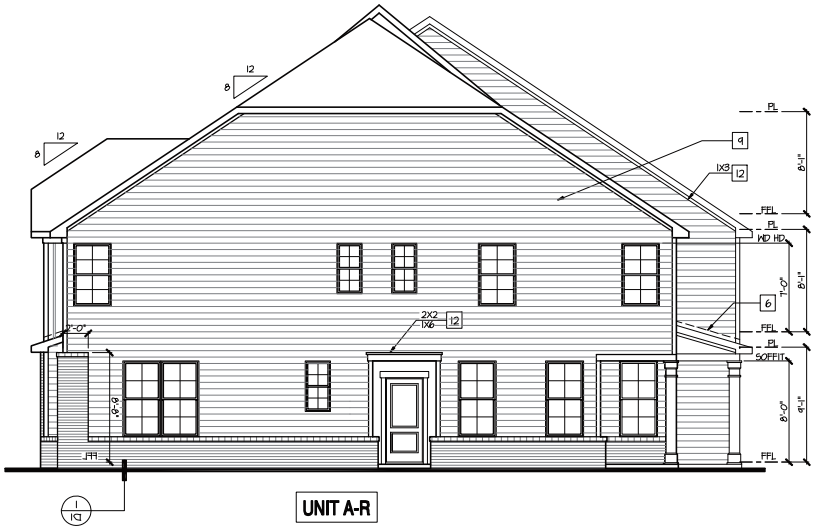
Left Elevation 6-Plex 'B'

SCALE: 3/16"=1'-0" AT 22"X34" LAYOUT



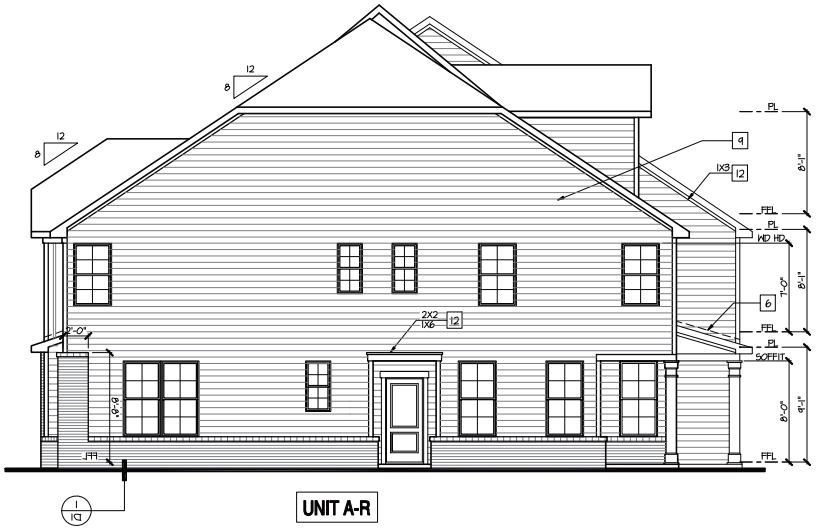
Right Elevation 6-Plex 'B'

SCALE: 3/16"=1'-0" AT 22"X34" LAYOUT



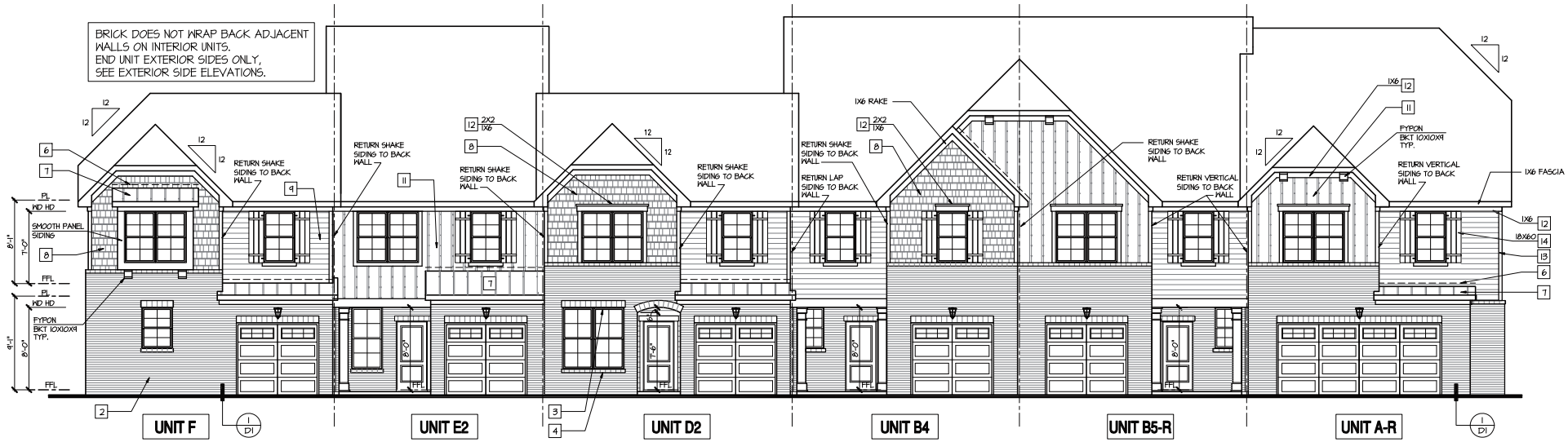
Right Elevation 6-Plex 'C'

SCALE: 3/16"=1'-0" AT 22"X34" LAYOUT



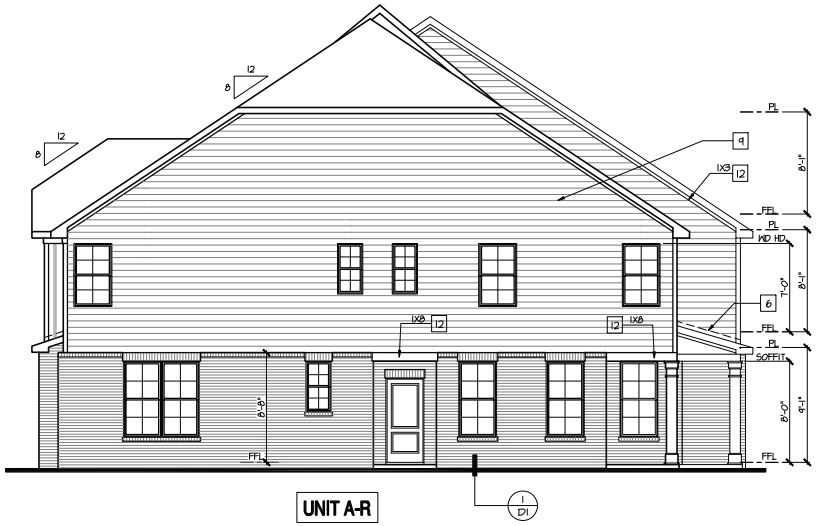
Right Elevation 6-Plex 'C'

SCALE: 3/16"=1'-0" AT 22"X34" LAYOUT



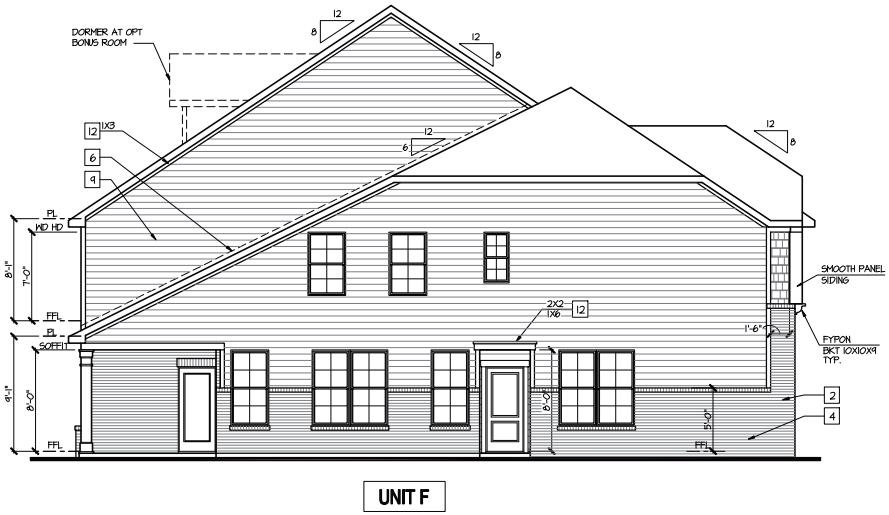
Front Elevation 6-Plex 'C'

SCALE: 3/16"=1'-0" AT 22"X34" LAYOUT



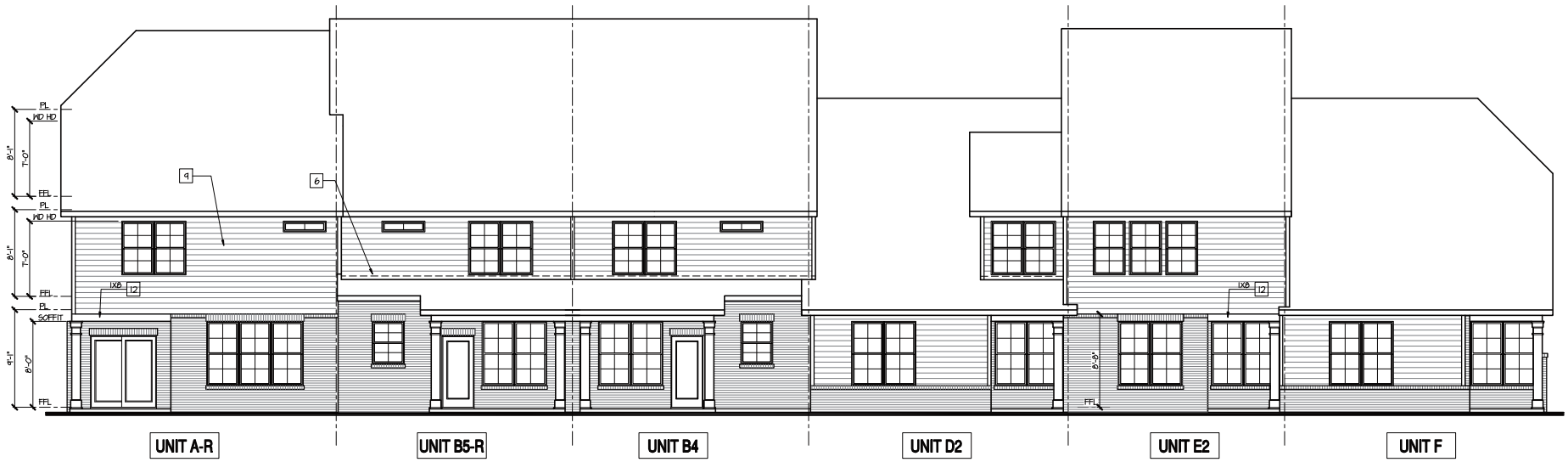
Right Elevation 6-Plex 'C'

SCALE: 3/16"=1'-0" AT 22"X34" LAYOUT



Left Elevation 6-Plex 'C'

SCALE: 3/16"=1'-0" AT 22"X34" LAYOUT



Rear Elevation 6-Plex 'C'

SCALE: 3/16"=1'-0" AT 22"X34" LAYOUT

APARTMENT BUILDING ELEVATIONS

Apartment standards:

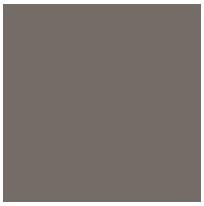
1. Vinyl siding is not permitted; however, vinyl windows, decorative elements and trim are permitted.
2. Siding materials shall be varied in type and/or color on 30% of each façade on each building.
3. Windows must vary in size and/or type.
4. Windows that are not recessed must be trimmed.
5. Recesses and projections shall be provided for at least 50% of each façade on each building.
6. Rooflines cannot be a single mass; they must be varied with the use of gables or parapets.
7. Garage doors must have windows, decorative details or carriage-style adornments.
8. At least three of the following decorative features shall be used on each building:
   - Decorative shake
   - Board and batten
   - Decorative porch railing/posts
   - Shutters
   - Decorative/functional air vents on roof or foundation
   - Recessed windows
   - Decorative windows
   - Decorative brick/stone
   - Decorative gables
   - Decorative cornices
   - Tin/metal roof
9. A varied color palette shall be utilized for the apartment buildings throughout the development. With garden style apartments, a minimum of three color families for siding shall be provided and will include varied trim, shutter, and accent colors complementing the siding color. For a single mass apartment structure, the color shall vary with accent colors or architectural features to provide building relief.
10. Breezeway(s) for the four story apartment elevation is to be enclosed for additional mechanical equipment or elevators.

PEAK
Engineering & Design

Apartment Color Palette (Sherwin Williams)
All colors are Primary with the exception of those noted



SW 6117
SMOKEY
TOPAZ



SW 7019
GAUNTLET
GRAY

SW 7014
ELDER WHITE



SW 7024
FUNCTIONAL GRAY



SW 6242
BRACING BLUE



SW 6524
COMMODORE



SW 6761
THERMAL
SPRING
(ACCENT)



SW 6871
POSITIVE
RED
(ACCENT)

White may also be used as a primary, trim, or accent color with any palette variations



PRELIMINARY BUILDING ELEVATION

FOR ILLUSTRATIVE PURPOSES ONLY

PRELIMINARY BUILDING ELEVATIONS

FOR ILLUSTRATIVE PURPOSES ONLY



Front Elevation



Rear Elevation



Typ. Side Elevation



ARCHITECTURAL PLANS
EXTERIOR MATERIALS

- ASPHALT SHINGLE ROOF
- STANDING SEAM METAL ROOF
- FIBER CEMENT SIDING
- FIBER CEMENT PANELS
- BRICK PER BUILDER
- BRICK ROWLOCK/SOLDIER PER BUILDER
- CULTURED STONE VENEER

1 FRONT ELEVATION
Scale: 1/8" = 1'-0"

PRELIMINARY BUILDING ELEVATIONS

FOR ILLUSTRATIVE PURPOSES ONLY



2 TYPICAL SIDE ELEVATION
Scale: 1/8" = 1'-0"

PRELIMINARY BUILDING ELEVATIONS

FOR ILLUSTRATIVE PURPOSES ONLY



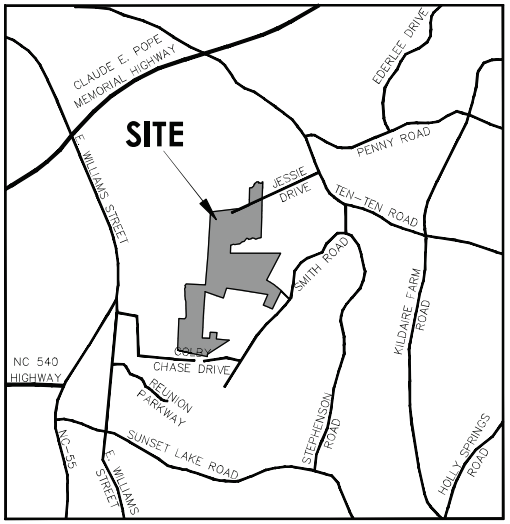
HORTON PARK

PLANNED UNIT DEVELOPMENT CONDITIONAL ZONING
JESSIE DRIVE
APEX, NORTH CAROLINA
PROJECT NUMBER: 161201

February 1, 2018
Revised: March 20, 2018



AERIAL MAP
NOT TO SCALE



VICINITY MAP
NOT TO SCALE

OWNER/DEVELOPER
MFW INVESTMENTS, LLC
MIKE WHITEHEAD
114 BIRKLANDS DRIVE
CARY, NC 27518
(919) 801-2905

CIVIL ENGINEER
PEAK ENGINEERING & DESIGN, PLLC
JEFF ROACH, P.E.
5448 APEX PEAKWAY #368
APEX, NC 27502
PHONE: (919) 439-0100
FAX: (919) 439-6411
WEBSITE: www.PeakEngineeringDesign.com

FORESTER
ELLEN & ASSOCIATES
JOSEPH L. ELLEN
NC REGISTERED FORESTER #565
219 E CHATHAM ST
CARY, NC 27511
PHONE: (919) 353-1161
JOSEPHELLEN49@GMAIL.COM

SURVEYOR
BATEMENT CIVIL SURVEYING COMPANY
STEVEN CARSON, PLS
2424 RELIANCE AVENUE
APEX, 27539
PHONE: (919) 577-1080
FAX: (919) 577-1081
WEBSITE: www.BatemanCivilSurvey.com

TRANSPORTATION ENGINEER
RAMEY KEMP & ASSOCIATES
RYNAL STEPHENSON, P.E.
5808 FARRINGDON PLACE SUITE 100
RALEIGH, NC 27609
PHONE: (919) 872-5115
FAX: (919) 878-5416
WEBSITE: www.RameyKemp.com

DRAWING INDEX:

C000	COVER SHEET
C001	EXISTING CONDITIONS
C002	EXISTING CONDITIONS (TOPO)
C003	EXISTING TREE SURVEY
C100	CONCEPTUAL SITE PLAN
C200	CONCEPTUAL UTILITY PLAN
EX-1	PROPOSED SITE EXHIBIT

SITE INFORMATION:

Property Owner/Site Address	PIN	REID	Map Number	Deeded Acreage	Deed Book/Plat Book & Page
*MFW Investments LLC 5125 Jessie Drive Apex, NC 27539-3610	0751-42-1387	440614	75103	4.554	DB 16734-206, BM 2016-1902/1677
*MFW Investments LLC 5101 Jessie Drive Apex, NC 27539-3610	0751-31-9308	34313	75103	23.275	DB 16638-1192, BM 2016-1902
*Fred Cash 5220 Jessie Drive Apex, NC 27539-3610	0751-31-0079	12276	75103	20.000	DB 2369-42, DB 1598-630
*Loomis Horton Jr Heirs 0 Dezola Street Apex, NC 27539-3610	0751-49-2436	434122	75001	20.375	DB 16215-1702, BM 2015-1973
*Mary Elizabeth Horton 0 Dezola Street Apex, NC 27539-3610	0751-39-0993	434123	75001	20.000	DB 16215-1702, BM 2015-1973
*Merion Investment Properties LLC 0 Dezola Street Apex, NC 27539-3610	0751-29-9342	203126	75001	3.946	DB 10551-648
*MFW Investments LLC 8140 Smith Road Apex, NC 27539-3610	0751-29-2070	40550	75001	15.013	DB 16638-1192
*Loomis Horton Jr Heirs 8140 Smith Road Apex, NC 27539-3610	0751-27-4707	33292	75001	10.000	BM 1945-114
*Merion Investment Properties LLC 0 Dezola Street Apex, NC 27539-3610	0751-27-8677	203135	75001	3.946	DB 10551-683
MFWRA, LLC 0 Dezola Street Apex, NC 27539-3610	0751-40-0194	0449641	75103	14.790	DB 16932-295
Patricia Jones 8306 Smith Road Apex, NC 27539-3610	0750-27-0906	0033171	75001	10.000	DB 2900-598
Virginia Horton Stewart 8252 Smith Road Apex, NC 27539-3610	0750-27-8925	0089614	75001	1.000	DB 5459-547

***Properties included in previous Horton Park rezoning, Apex case #17CZ19**

Previously Rezoned Acreage of PUD:	121.109
Additional Acreage to be Rezoned:	25.79
Total Deeded Acreage:	146.899

Existing Zoning:	PUD-CZ (case #17CZ19) RR (Rural Residential)
Proposed Zoning:	PUD-CZ (Planned Unit Density - Conditional Zoning)
Current 2030 Land Use Map:	Medium Density Residential, High Density Residential, Office Employment/Industrial Employment
Existing Use:	Single Family, Vacant
Proposed Uses:	Apartments, Townhouses, Single Family, Retail, Office Employment/Tech-Flex
Township:	White Oak
Flood Zone Information:	Firm Panel 3720075100J and 3720075000J shows the presence of flood zones on properties
Watershed Information:	Secondary Watershed Protection Overlay District, Middle Creek Basin, Neuse River Basin
Historical:	No historical structures on site

PEAK Engineering & Design
5448 Apex Peakway #368 | Apex, NC 27502
ph: 919.439.0100 | fax: 919.439.6411
www.PeakEngineeringDesign.com
NC License #P-0673

project:
HORTON PARK
JESSIE DRIVE
WHITE OAK TOWNSHIP
APEX, NORTH CAROLINA 27502

seal:

NOT FOR CONSTRUCTION

no.	date	revision
1	March 20, 2018	Town of Apex Rezoning Comments Revision
2		Town of Apex Rezoning Comments Revision

title:
COVER SHEET

proj #:
161201
date:
February 1, 2018
dwg by: JE chkd by: JR
scale:
As Noted
sheet:
C000
Planned Unit Development Plan

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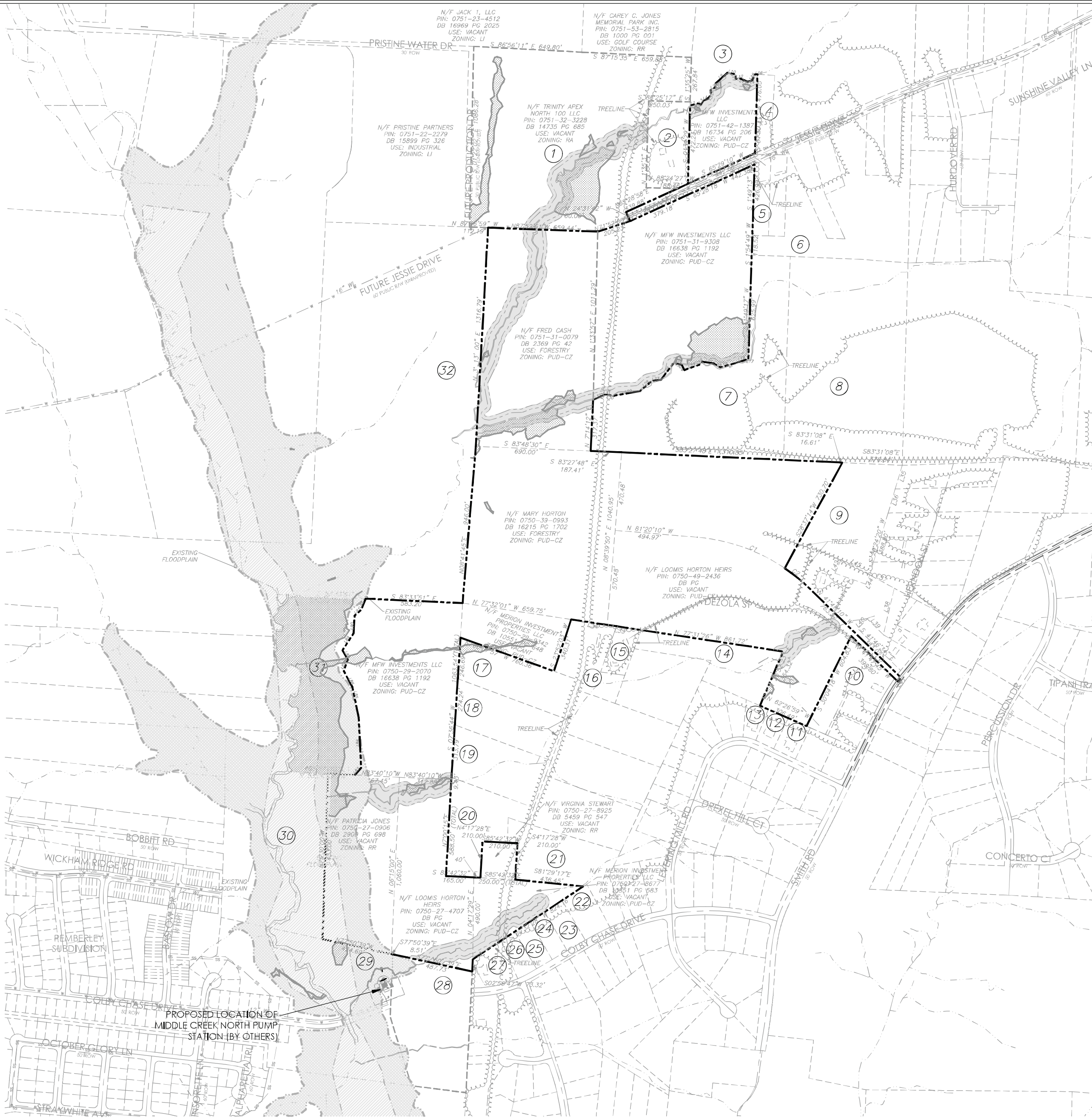

NOTES:

1. THERE ARE NO CONTRIBUTING HISTORICAL STRUCTURES WITHIN THE PROJECT BOUNDARY.
2. SUBJECT PROPERTIES KNOWN AS PARCEL IDENTIFICATION NUMBERS: AS SHOWN ON SHEET C000.
3. ALL OFF-SITE EASEMENTS SHALL BE ACQUIRED BY THE DEVELOPER AND THESE OFF-SITE EASEMENTS SHALL BE RECORDED BY A DEED OF EASEMENT PRIOR TO UTILITY INFRASTRUCTURE CONSTRUCTION APPROVAL. THESE EASEMENTS SHALL BE DEDICATED TO THE TOWN OF APEX AND LABELED "TOWN OF APEX PUBLIC UTILITY EASEMENT".
4. NO PERSON SHALL PLACE ANY PART OF A STRUCTURE, ANY PERMANENT EQUIPMENT, OR IMPOUNDMENT UPON TOWN OF APEX PUBLIC UTILITY EASEMENTS, PROHIBITED STRUCTURES INCLUDE, BUT ARE NOT LIMITED TO: BUILDINGS, HOUSES, AIR CONDITIONING UNITS, HEAT PUMP UNITS, DECKS, GARAGES, STORAGE/TOOL SHEDS, SWIMMING POOLS, WALLS, RETAINING WALL MECHANISMS/APPURTENANCES AND FENCES. UPON PRIOR WRITTEN APPROVAL BY THE PUBLIC WORKS DEPARTMENT, FENCES MAY PERMITTED ACROSS EASEMENTS, PROVIDED THAT AN ACCESS GATE IS INSTALLED FOR THE FULL WIDTH OF THE EASEMENT.
5. NO PERSON SHALL PLANT TREES, SHRUBS, OR OTHER PLANTS WITHIN A TOWN OF APEX PUBLIC UTILITY EASEMENT WITHOUT PRIOR WRITTEN APPROVAL FROM THE PUBLIC WORKS DEPARTMENT.
6. ANY AND ALL STREET SIGNS SHALL ONLY BE PROVIDED AND INSTALLED BY THE TOWN OF APEX.
7. THE PROPERTY SHOWN HEREON IS IN THE TOWN OF APEX SECONDARY WATERSHED PROTECTION AREA.
8. FIRM PANEL 3720075100J AND 3720075000J SHOWS THE PRESENCE OF FLOOD ZONES ON PROPERTY.

BOUNDARY INFORMATION OBTAINED FROM WAKE COUNTY GIS, DEED AND PLAT DESCRIPTIONS, APEX LIDAR AND OTHER AVAILABLE DATA SOURCES. FINAL BOUNDARY AND SURVEY DOCUMENT WILL BE PROVIDED DURING THE SITE PLAN DESIGN PHASE OF THE DEVELOPMENT.

NUMBER	N/F OWNER	PIN	DEED BOOK	DEED PAGE	USE	ZONING
1	Trinity Apex North 100 LLC	0751-32-3228	14735	685	Vacant	RA
2	BLANCHE HINTON	0751-32-8256			SINGLE FAMILY	RA
3	INDUS REAL ASSOCIATION LLC	0751-42-6828	12215	930	SINGLE FAMILY	RA
4	BLANCHE HINTON	0751-42-4433			SINGLE FAMILY	RA
5	BLANCHE HINTON	0751-41-4924	13881	629	SINGLE FAMILY	RA
6	KK LAND INC	0751-51-0857	13881	629	VACANT	RR
7	KK LAND INC	0751-40-0697	13881	629	VACANT	RR
8	SIRRHAN GRIFFIN	0751-40-7981	8778	2496	VACANT	RR
9	DWIGHT WRIGHT	0750-49-8888	16215	1702	SINGLE FAMILY	RR
10	WILLIAM HORTON	0750-49-9041	14166	743	SINGLE FAMILY	RR
11	MARTHA BURNET	0750-48-5688	13519	1893	SINGLE FAMILY	RR
12	RICHARD BACHOLZKY	0750-48-4775	16444	1976	SINGLE FAMILY	RR
13	KENNETH MOUSHEGIAN	0750-48-3860	12784	2062	SINGLE FAMILY	RR
14	JOSHUA BECK	0750-49-2134	15284	1727	SINGLE FAMILY	RR
15	MELISSA HINTON	0750-39-5262	8281	225	MOBILE	RR
16	EUGENE HORTON HEIRS	0750-39-3222			VACANT	RR
17	MATTHEW HORTON	0750-29-9045	5861	59	VACANT	RR
18	ALTON RICHARDSON	0750-28-8880	7245	786	VACANT	RR
19	DONALD RICHARDSON	0750-28-8532	11858	2707	VACANT	RR
20	DONALD RICHARDSON	0750-28-6271	7275	654	VACANT	RR
21	ROBERT HEISE	0750-37-1996	16444	2524	SINGLE FAMILY	RR
22	ROBERT CATHEY	0750-37-3664	11988	1801	SINGLE FAMILY	RR
23	RICHARD STEWART	0750-37-2555	11012	2141	SINGLE FAMILY	RR
24	DENNIS DALE	0750-37-1540	11800	97	SINGLE FAMILY	RR
25	TODD YOUNG	0750-37-0454	11069	476	SINGLE FAMILY	RR
26	JOHN FALCHI	0750-27-9358	10836	2123	SINGLE FAMILY	RR
27	GEORGE KING	0750-27-8301	14780	2771	SINGLE FAMILY	RR
28	MFW INVESTMENTS, LLC	0750-26-4926	16554	2295	SINGLE FAMILY	RR
29	PEMBERLY PROPERTY OWNERS ASSOCIATION, INC.	0750-17-6279	16533	1996	VACANT	PUD-CZ
30	LOOMIS HORTON JR HEIRS	0750-18-4078			VACANT	RR
31	MFW INVESTMENTS, LLC	0750-19-7053	16638	1192	VACANT	RA
32	CHARLES WOMBLE	0750-29-0721	4443	949	VACANT	RA

ON-SITE STREAM BUFFERS

ON-SITE WETLANDS

FLOODWAY

FLOOD FRINGE

*OFF-SITE STREAM BUFFERS ARE NOT SHOWN

PROJECT'S PERIMETER BOUNDARY

LINE	DIRECTION	DISTANCE	LINE	DIRECTION	DISTANCE
L1	N 75°28'14" E	47.89'	L49	N 08°42'58" W	47.21'
L2	S 70°56'43" E	19.41'	L50	N 86°21'33" W	27.39'
L3	N 39°58'42" E	29.34'	L51	N 43°28'50" W	39.00'
L4	N 64°47'45" E	28.00'	L52	N 21°22'07" E	47.92"
L5	N 35°16'15" E	29.31'	L53	S 48°26'23" E	28.62'
L6	N 00°20'08" E	28.40'	L54	N 57°11'42" E	14.91'
L7	N 62°27'58" E	32.05'	L55	N 16°03'03" E	91.90'
L8	N 10°59'28" W	21.69'	L56	N 00°50'40" E	51.52'
L9	N 49°05'39" E	103.79'	L57	N 55°39'59" W	62.80'
L10	S 76°41'38" E	45.82'	L58	S 43°45'07" W	52.49'
L11	S 10°05'29" E	28.71'	L59	S 85°21'14" W	18.15'
L12	N 83°54'46" E	28.00'	L60	N 33°40'23" W	51.54'
L13	S 65°07'03" E	45.42'	L61	N 10°09'58" W	81.92'
L14	N 75°33'41" E	27.70'	L62	N 45°37'54" E	23.66'
L15	N 26°33'47" E	42.52'	L63	N 05°44'08" W	39.41'
L16	N 89°35'33" E	13.97'	L64	N 08°17'22" E	78.83'
L17	N 89°11'21" W	2.52'	L65	S 82°34'52" E	33.05'
L18	S 72°37'10" W	92.98'	L66	N 20°49'07" E	23.45'
L19	S 73°45'10" W	80.25'	L67	N 62°17'12" W	46.06'
L20	N 60°10'47" W	49.51'	L68	N 21°32'05" W	47.79'
L21	N 81°52'01" W	67.16'	L69	N 57°36'34" E	7.35'
L22	S 40°49'23" W	22.21'	L70	N 48°46'35" E	29.63'
L23	S 70°25'32" W	99.01'	L71	N 22°57'21" E	29.00'
L24	N 24°18'53" W	34.03'	L72	N 08°15'43" W	50.06'
L25	N 77°13'18" W	50.46'	L73	N 08°06'09" E	24.70'
L26	S 37°21'11" W	127.24'	L74	S 17°41'08" E	28.19'
L27	S 84°47'45" W	53.66'	L75	S 40°15'20" W	39.31'
L28	S 48°53'39" W	94.23'	L76	S 66°36'40" E	29.99'
L29	S 79°54'53" W	164.77'	L77	S 01°34'01" W	22.18'
L30	N 79°57'29" W	38.14'	L78	S 71°19'39" W	37.85'
L31	S 87°46'00" W	14.26'	L79	S 13°42'51" E	18.56'
L32	S 66°52'27" W	76.36'	L80	S 17°44'31" W	79.15'
L33	N 77°28'29" W	149.98	L81	S 19°52'00" E	35.95'
L34	N 77°33'04" W	275.75	L82	S 43°20'52" W	26.26'
L35	S 20°23'47" W	148.12	L83	N 45°39'39" E	56.43'
L36	S 20°20'26" W	150.88	L84	N 01°01'01" E	301.17'
L37	S 20°48'50" E	167.49	L85	N 07°47'37" W	187.77'
L38	S 16°58'27" W	287.36	L86	N 24°12'03" W	113.39'
L39	N 41°34'25" W	136.61	L87	N 24°46'59" E	71.19'
L40	S 47°11'23" W	81.76	L88	N 26°33'54" W	64.44'
L41	S 39°45'17" W	60.00	L89	N 37°00'08" E	121.55'
L42	S 27°15'10" W	90.00	L90	N 07°08'18" E	106.61'
L43	S 66°36'50" E	195.70	L91	N 52°04'00" E	50.09'
L44	N 27°15'10" E	60.00	L92	N 26°44'55" E	75.63'
L45	S 57°48'44" E	185.98			
L46	N 70°10'32" E	21.21'			
L47	N 20°04'48" E	42.75'			
L48	N 45°59'06" E	49.37'			

CURVE	ARC LENGTH	ARC RADIUS	CHORD BEARING	CHORD LENGTH
C1	613.63'	1,097.99'	S 65°19'32" E	605.68'
C2	144.28'	1,097.99'	S 45°33'02" E	144.18'

ENVIRONMENTAL FEATURES NOTE:
STREAM BUFFERS WERE OBTAINED FROM APEX WATERSHED PROTECTION OVERLAY DISTRICT MAP, USGS MAPPING, WAKE COUNTY SOILS SURVEY AND AN ONSITE DELINEATION BY SOIL & ENVIRONMENTAL CONSULTANTS (S&EC). A FINAL JURISDICTIONAL DETERMINATION (JD) MAP WILL BE PREPARED FOR APPROVAL.

N

NAD 83

0 150 300 600

SCALE: 1" = 300'

1 C001 EXISTING CONDITIONS

SCALE: 1"= 300'

PEAK Engineering & Design

5448 Apex Peakway #368 | Apex, NC 27502

ph: 919.439.0100 fax: 919.439.6411

www.PeakEngineeringDesign.com

NC License #P-0673

project:
HORTON PARK
JESSIE DRIVE
WHITE OAK TOWNSHIP
APEX, NORTH CAROLINA 27502

seal:

NORTH CAROLINA PROFESSIONAL SEAL 24427 ENGINEER JEFFREY A. ROACH

NOT FOR CONSTRUCTION

No.	DATE	REVISION	BY
1	March 1, 2018	Town of Apex Rezoning Comment Revisions	JR
2	March 20, 2018	Town of Apex Rezoning Comment Revisions	JR

title:
EXISTING CONDITIONS

proj #: 161201

date: February 1, 2018

dwg by: JE chkd by: JR

scale: 1" = 300'

sheet: C001

Planned Unit Development Plan

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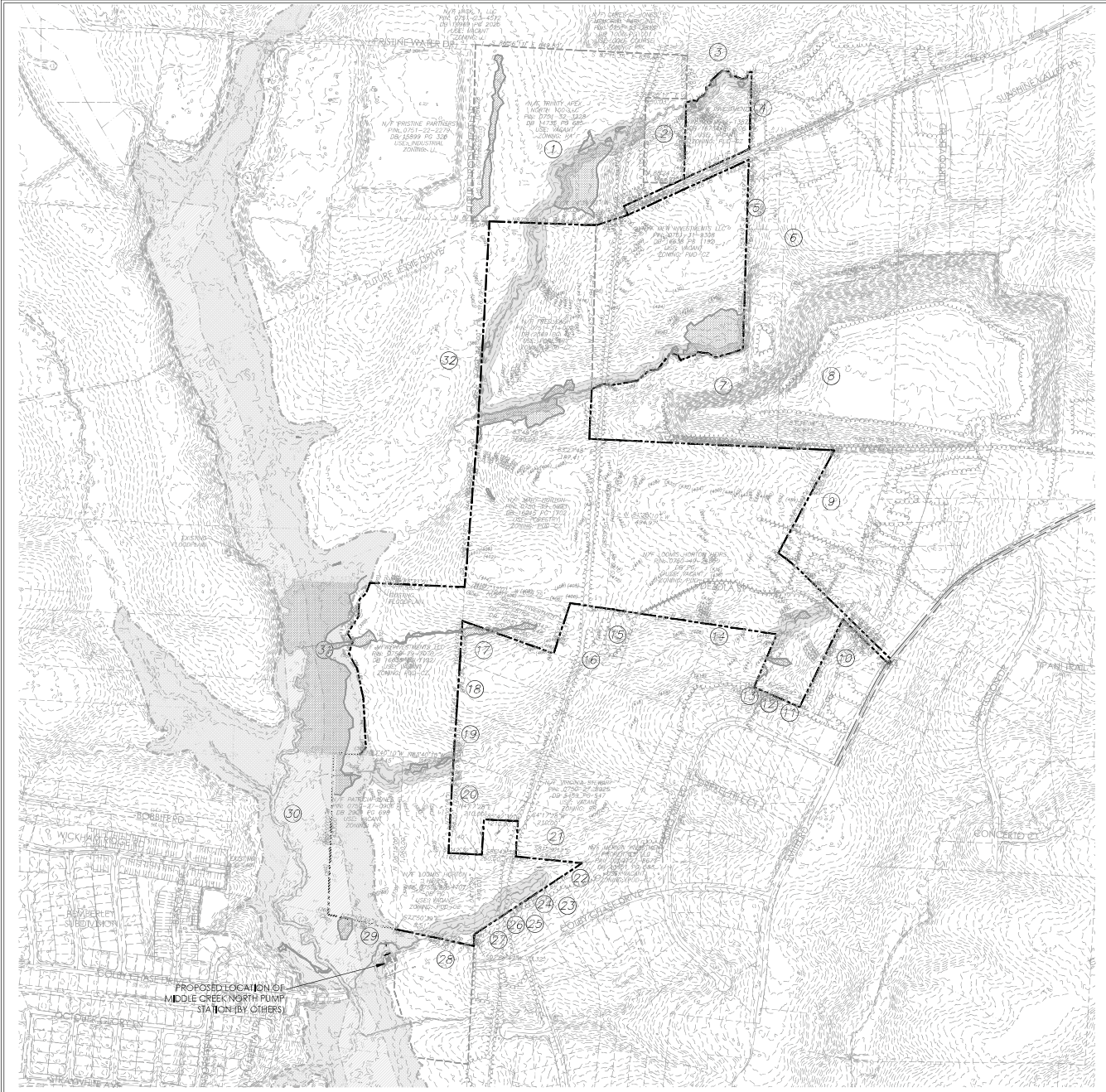

ENVIRONMENTAL FEATURES NOTE:
STREAM BUFFERS WERE OBTAINED FROM APEX WATERSHED PROTECTION OVERLAY DISTRICT MAP, USGS MAPPING, WAKE COUNTY SOILS SURVEY AND AN ONSITE DELINEATION BY SOIL & ENVIRONMENTAL CONSULTANTS (S&EC). A FINAL JURISDICTIONAL DETERMINATION (JD) MAP WILL BE PREPARED FOR APPROVAL.

- PROJECT'S PERIMETER BOUNDARY
- ON-SITE STREAM BUFFERS
- ON-SITE WETLANDS
- FLOODWAY
- FLOOD FRINGE

*OFF-SITE STREAM BUFFERS ARE NOT SHOWN

NUMBER	N/ OWNER	PIN	DEED BOOK	DEED PAGE	USE	ZONING
1	Trinity Apex North 100 LLC	0751-32-3228	14735	685	Vacant	RA
2	BLANCHE HINTON	0751-32-8256			SINGLE FAMILY	RA
3	NDUS REALASSOCIATION LLC	0751-42-6828	12215	930	SINGLE FAMILY	RA
4	BLANCHE HINTON	0751-42-4433			SINGLE FAMILY	RA
5	BLANCHE HINTON	0751-41-4924	13881	629	SINGLE FAMILY	RA
6	KK AND INC	0751-51-0857	13881	629	VACANT	RR
7	KK AND INC	0751-40-0697	13881	629	VACANT	RR
8	SIRRHAN GUFFIN	0751-40-7981	8778	2496	VACANT	RR
9	DWIGHT WIGHT	0751-49-8888	16215	1702	SINGLE FAMILY	RR
10	WILLIAM HORTON	0751-49-9041	14166	743	SINGLE FAMILY	RR
11	MARTHA BIRNET	0751-48-3688	13519	1893	SINGLE FAMILY	RR
12	RICHARD BACHOLZKY	0751-48-4775	16444	1976	SINGLE FAMILY	RR
13	KENNETH MOUSHEGIAN	0751-48-3860	12784	2062	SINGLE FAMILY	RR
14	JOSHUA BECK	0751-49-2134	15284	1727	SINGLE FAMILY	RR
15	MELISSA HINTON	0751-39-5262	8281	225	MOBILE	RR
16	EUGENE HORTON HEIRS	0751-39-3222			VACANT	RR
17	MATTHEW HORTON	0751-29-9045	5861	59	VACANT	RR
18	ALTON RICHARDSON	0751-28-8880	7245	786	VACANT	RR
19	DONALD RICHARDSON	0751-28-8532	13858	2707	VACANT	RR
20	DONALD RICHARDSON	0751-28-6271	7275	654	VACANT	RR
21	ROBERT HEISE	0751-37-1996	16444	2524	SINGLE FAMILY	RR
22	ROBIRT CATHEY	0751-37-3664	11988	1801	SINGLE FAMILY	RR
23	RICHARD STEWART	0751-37-2555	11012	2141	SINGLE FAMILY	RR
24	DENNIS DALE	0751-37-1540	11800	97	SINGLE FAMILY	RR
25	TOKO YOUNG	0751-37-0454	11069	476	SINGLE FAMILY	RR
26	JOHN FALCHI	0751-27-9358	10836	2123	SINGLE FAMILY	RR
27	GEORGE RING	0751-27-8301	14780	2771	SINGLE FAMILY	RR
28	MFW INVESTMENTS, LLC	0751-26-4926	16554	2295	SINGLE FAMILY	RR
29	PEMBELLY PROPERTY OWNERS ASSOCIATION, INC	0751-17-6279	16533	1996	VACANT	PUD-CZ
30	LOOMIS HORTON JR HEIRS	0751-18-4078			VACANT	RR
31	MFW INVESTMENTS, LLC	0751-19-7053	16638	1192	VACANT	RA
32	CHARLES WIMBLE	0751-29-0721	4443	949	VACANT	RA

LINE	DIRECTION	DISTANCE	LINE	DIRECTION	DISTANCE
L1	N 75°28'14" E	47.88'	L49	N 08°43'58" W	47.21'
L2	S 70°56'43" E	19.41'	L50	N 84°31'33" W	27.36'
L3	N 39°58'42" E	29.34'	L51	N 41°38'50" W	39.00'
L4	N 64°47'45" E	28.00'	L52	N 21°32'07" E	47.92'
L5	N 35°16'15" E	29.31'	L53	S 48°26'23" E	28.60'
L6	N 09°20'08" E	28.40'	L54	N 57°11'40" E	14.91'
L7	N 62°37'55" E	32.05'	L55	N 16°03'03" E	91.90'
L8	N 10°59'28" W	21.69'	L56	N 00°50'40" E	51.52'
L9	N 49°05'39" E	103.79'	L57	N 55°39'59" W	62.80'
L10	S 76°41'38" E	45.82'	L58	S 43°45'07" W	52.49'
L11	S 10°05'29" E	28.71'	L59	S 88°31'14" W	18.15'
L12	N 83°54'46" E	28.00'	L60	N 33°40'23" W	51.04'
L13	S 65°07'03" E	45.42'	L61	N 10°09'58" E	81.82'
L14	N 78°33'41" E	27.70'	L62	N 45°37'54" E	23.66'
L15	N 26°33'47" E	42.52'	L63	N 05°44'08" W	39.41'
L16	N 89°36'23" E	13.97'	L64	N 08°17'25" E	78.83'
L17	N 89°11'21" W	2.52'	L65	S 82°34'52" E	33.05'
L18	S 72°37'10" W	95.98'	L66	N 20°49'07" E	23.46'
L19	S 73°45'10" W	80.28'	L67	N 62°17'12" W	46.06'
L20	N 60°10'47" W	48.51'	L68	N 21°32'05" W	47.79'
L21	N 81°50'21" W	67.16'	L69	N 27°36'34" E	7.35'
L22	S 40°49'23" W	22.21'	L70	N 48°46'35" E	29.63'
L23	S 70°35'29" W	98.01'	L71	N 22°57'21" E	29.00'
L24	N 24°18'31" W	34.03'	L72	N 08°15'43" W	50.09'
L25	N 71°13'16" W	50.45'	L73	N 08°06'09" E	24.70'
L26	S 37°21'11" W	137.34'	L74	S 17°41'08" E	28.19'
L27	S 84°47'55" W	53.66'	L75	S 40°13'20" W	39.31'
L28	S 48°53'39" W	94.23'	L76	S 68°36'40" E	29.99'
L29	S 75°54'53" W	164.77'	L77	S 01°54'01" W	22.18'
L30	N 79°57'29" W	36.14'	L78	S 71°19'39" W	37.85'
L31	S 87°46'50" W	14.26'	L79	S 13°42'51" E	18.56'
L32	S 66°52'27" W	76.36'	L80	S 17°44'31" W	79.15'
L33	N 77°28'29" W	149.98	L81	S 19°52'00" E	35.96'
L34	N 77°53'04" W	275.75	L82	S 43°20'52" W	26.26'
L35	S 20°23'47" W	148.12	L83	N 45°39'39" E	56.43'
L36	S 20°20'26" W	150.88	L84	N 01°01'01" E	301.17'
L37	S 20°48'50" E	167.49	L85	N 07°47'37" W	187.77'
L38	S 16°59'27" W	393.36	L86	N 24°12'03" W	113.39'
L39	N 41°34'25" W	136.61	L87	N 24°46'29" E	71.19'
L40	S 47°11'23" W	91.78	L88	N 28°33'54" W	64.44'
L41	S 39°46'17" W	60.00	L89	N 37°00'08" E	121.55'
L42	S 27°15'16" W	90.00	L90	N 07°08'18" E	106.81'
L43	S 62°30'50" E	135.70	L91	N 52°04'00" E	50.09'
L44	N 27°15'10" E	60.00	L92	N 26°44'55" E	75.53'
L45	S 67°48'44" E	195.98			
L46	N 76°10'32" E	31.21'			
L47	N 20°04'48" E	42.75'			
L48	N 45°39'06" E	49.37'			

CURVE	ARC LENGTH	ARC RADIUS	CHORD BEARING	CHORD LENGTH
C1	613.63'	1,097.99'	S 65°19'32" E	605.68'
C2	144.28'	1,097.99'	S 45°33'02" E	144.18'

1 C002 EXISTING CONDITIONS
SCALE: 1"= 300'

PEAK Engineering & Design
3448 Apex Parkway #368 | Apex, NC 27502
ph 919.480.0106 | fax 919.439.8411
www.peakengineeringdesign.com
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project:
HORTON PARK
JESSIE DRIVE
WHITE OAK TOWNSHIP
APEX, NORTH CAROLINA 27502

seal:

NOT FOR CONSTRUCTION

NO.	DATE	REVISION
1	06/01/2018	Town of Apex Planning Comments/Revisions
2	08/01/2018	Town of Apex Planning Comments/Revisions

title:
EXISTING CONDITIONS (TOPO)

proj #:
161201

date:
February 1, 2018

dwg by: JE chkd by: JR

scale:
1" = 300'

sheet:
C002
Planned Unit Development Plan

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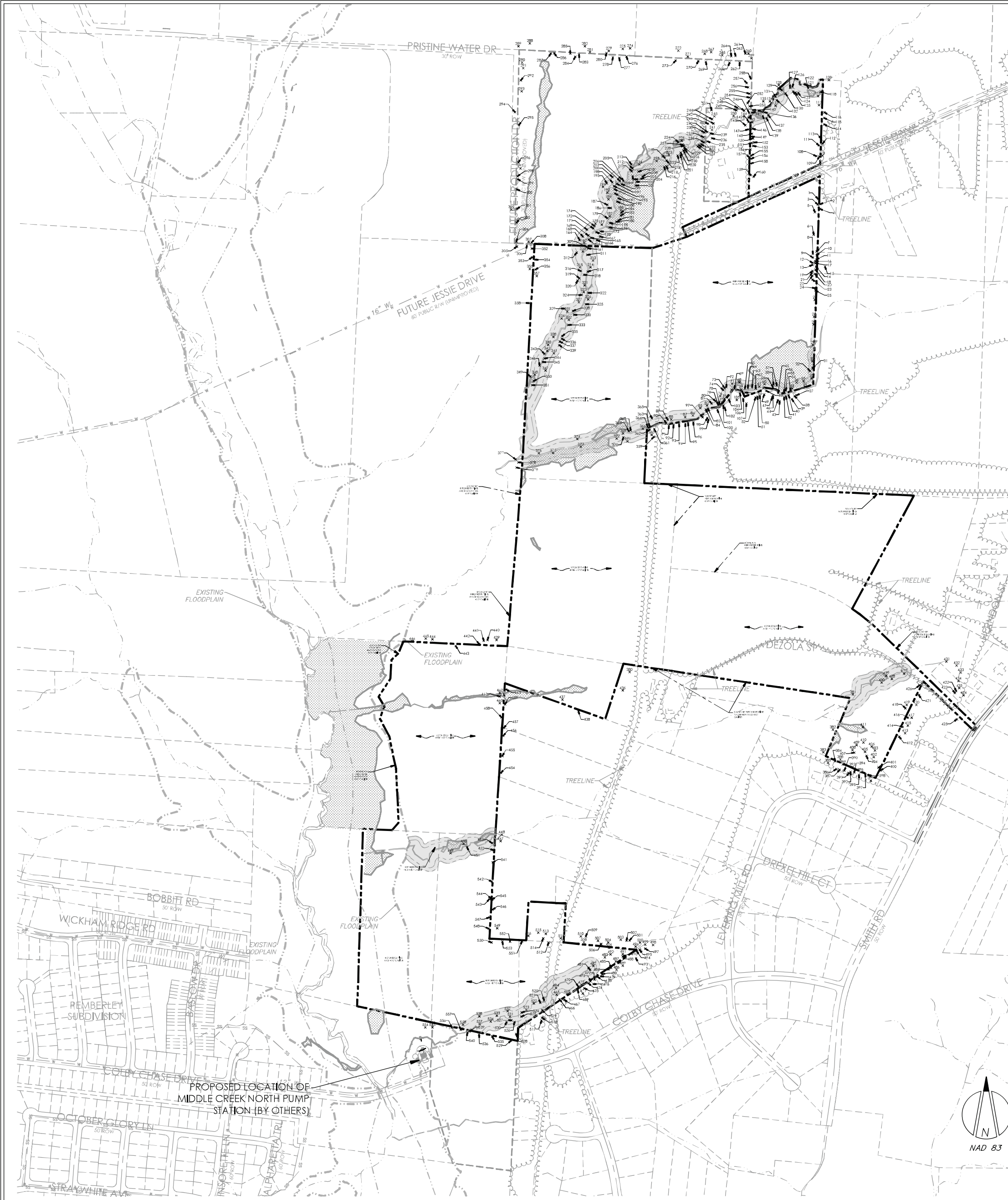

EXISTING TREE TABLE	
TREE NUMBER	SPECIES
1	18" SWEET GUM
2	18" SWEET GUM
3	18" SWEET GUM
4	18" SWEET GUM
5	18" SWEET GUM
6	19" PINE
7	25" SWEET GUM
8	20" PINE
9	18" PINE
10	19" PINE
11	18" PINE
12	18" PINE
13	19" PINE
14	21" PINE
15	23" WHITE OAK
16	20" PINE
17	19" PINE
18	21" PINE
19	20" PINE
20	29" RED OAK
21	19" PINE
22	22" PINE
23	22" PINE
24	21" SWEET GUM
25	22" SWEET GUM
26	21" PINE
27	22" POPLAR
28	22" PINE
29	19" SWEET GUM
30	21" SWEET GUM
31	18" POPLAR
32	19" SWEET GUM
33	23" PINE
34	19" SWEET GUM
35	18" SWEET GUM
36	20" POPLAR
37	19" RED OAK
38	20" POPLAR
39	26" POPLAR
40	23" WHITE OAK
41	21" PINE
42	19" PINE
43	21" WHITE OAK
44	20" PINE
45	20" SWEET GUM
46	18" POPLAR
47	23" RED MAPLE
48	35" PINE
49	21" POPLAR
50	23" POPLAR
51	20" POPLAR
52	21" WHITE OAK
53	22" CHESTNUT OAK
54	19" POPLAR
55	27" CHESTNUT OAK
56	20" SWEET GUM
57	19" PINE
58	20" BLACK OAK
59	19" POPLAR
60	21" RED APPLE
61	22" PINE
62	26" PINE
63	27" PINE
64	18" POPLAR
65	23" POPLAR
66	23" RED OAK
67	19" CHESTNUT OAK
68	23" WHITE OAK
69	22" PINE
70	25" POPLAR
71	20" POPLAR
72	28" PINE
73	23" PINE
74	23" WHITE OAK
75	24" POPLAR
76	25" CHESTNUT OAK
77	21" CHESTNUT OAK
78	22" POPLAR
79	18" CHESTNUT OAK
80	18" CHESTNUT OAK
81	20" SWEET GUM
82	24" POPLAR
83	26" CHESTNUT OAK
84	22" POPLAR
85	53" CHESTNUT OAK
86	20" POPLAR
87	19" POPLAR
88	19" SWEET GUM
89	22" RED OAK
90	21" PINE
91	20" POPLAR
92	22" RED OAK
93	24" POPLAR
94	20" RED OAK
95	20" SWEET GUM
96	25" PINE
97	18" POPLAR
98	18" POPLAR
99	20" POPLAR
100	23" POPLAR

EXISTING TREE TABLE	
TREE NUMBER	SPECIES
101	22" RED OAK
102	22" RED OAK
103	20" POPLAR
104	21" PINE
105	19" SWEET GUM
106	20" SWEET GUM
107	21" POPLAR
108	20" PINE
109	24" SWEET GUM
110	28" PINE
111	20" PINE
112	18" PINE
113	40" WHITE OAK
114	36" WHITE OAK
115	23" POPLAR
116	20" SWEET GUM
117	22" WHITE OAK
118	20" PINE
119	21" PINE
120	20" POPLAR
121	20" POPLAR
122	23" PINE
123	20"SWEET GUM
124	18" PINE
125	18" RED OAK
126	19" RED OAK
127	21" PINE
128	18" SWEET GUM
129	18" POPLAR
130	18" RED OAK
131	24" PINE
132	20" PINE
133	19" POPLAR
134	23" POPLAR
135	19" POPLAR
136	18" SWEET GUM
137	21" PINE
138	21" WHITE OAK
139	21" POPLAR
140	20" RED OAK
141	28" POPLAR
142	20" POPLAR
143	18" PINE
144	20" POPLAR
145	20" POPLAR
146	21" POPLAR
147	23" PINE
148	21" WHITE OAK
149	22" PINE
150	19" WHITE OAK
151	25" POPLAR
152	20" SWEET GUM
153	20" RED OAK
154	25" SWEET GUM
155	18" SWEET GUM
156	21" WHITE OAK
157	19" WHITE OAK
158	25" TWIN SWEET GUM
159	48" TWIN WHITE OAK
160	18" SWEET GUM
161	20" HICKORY
162	19" WHITE OAK
163	22" WHITE OAK
164	20" WHITE OAK
165	19" WHITE OAK
166	20" WILLOW OAK
167	20" WHITE OAK
168	18" PINE
169	19" POPLAR
170	18" POPLAR
171	19" WHITE OAK
172	19" BLACK GUM
173	19" BLACK GUM
174	20" POPLAR
175	20" POPLAR
176	28" WILLOW OAK
177	19" WHITE OAK
178	22" POPLAR
179	21" PINE
180	30" WHITE OAK
181	18" WILLOW OAK
182	19" BLACK GUM
183	32" WILLOW OAK
184	21" WILLOW OAK
185	23" WILLOW OAK
186	20" WHITE OAK
187	24" PINE
188	20" POPLAR
189	18" PINE
190	20" WHITE OAK
191	19" POPLAR
192	18" PINE
193	26" WILLOW OAK
194	26" WHITE OAK
195	18" POPLAR
196	20" PINE
197	20" WILLOW OAK
198	19" PINE
199	19" PINE
200	20" POPLAR

EXISTING TREE TABLE	
TREE NUMBER	SPECIES
201	21" BLACK GUM
202	21" ELM
203	20" WILLOW OAK
204	20" POPLAR TWINS
205	20" BLACK GUM
206	20" WHITE OAK
207	38" RED MAPLE
208	21" POPLAR
209	20" WHITE OAK
210	25" POPLAR
211	20" WILLOW OAK
212	19" POPLAR
213	19" PINE
214	20" PINE
215	21" RED MAPLE
216	19" POPLAR
217	21" POPLAR
218	26" PINE
219	21" PINE
220	24" POPLAR
221	25" POPLAR
222	19" POPLAR
223	23" PINE
224	19" POPLAR
225	21" PINE
226	22" PINE
227	20" PINE
228	22" PINE
229	21" PINE
230	22" PINE
231	20" WILLOW OAK
232	18" POPLAR
233	20" SWEET GUM
234	22" POPLAR
235	22" POPLAR
236	24" PINE
237	25" PINE
238	21" PINE
239	19" POPLAR
240	22" PINE
241	25" POPLAR
242	19" PINE
243	18" PINE
244	18" WHITE OAK
245	21" PINE
246	28" RED OAK
247	18" RED OAK
248	18" RED OAK
249	23" PINE
250	26" PINE
251	19" WHITE OAK
252	20" PINE
253	18" PINE
254	18" POPLAR
255	22" PINE
256	18" WHITE OAK
257	21" POPLAR
258	18" WHITE OAK
259	21" POPLAR
260	21" PINE
261	21" PINE
262	19"PINE
263	22" POPLAR
264	18" POPLAR
265	18" PINE
266	18" WHITE OAK
267	23" RED OAK
268	40" POPLAR
269	18" RED OAK
270	19" SWEET GUM
271	23" WHITE OAK
272	20" PINE
273	20" WHITE OAK
274	22" RED OAK
275	18" WHITE OAK
276	23" RED OAK
277	18" RED OAK
278	18" RED OAK
279	20" RED OAK
280	20" WHITE OAK
281	18" PINE
282	18" WHITE OAK
283	20" PINE
284	21" PINE
285	18" WHITE OAK
286	19" PINE
287	20" RED OAK
288	18" PINE
289	20" SWEET GUM
290	19" POPLAR
291	19" PINE
292	19" PINE
293	18" PINE
294	19" POPLAR
295	18" PINE
296	18" PINE
297	19" WHITE OAK
298	19" PINE
299	19" PINE
300	21" WILLOW OAK

EXISTING TREE TABLE	
TREE NUMBER	SPECIES
301	19" SWEET GUM
302	20" RED MAPLE
303	32" WILLOW OAK
304	28" PINE
305	18" WHITE OAK
306	19" WILLOW OAK
307	20" WHITE OAK
308	18" SWEET GUM
309	18" SWEET GUM
310	19" SWEET GUM
311	29" WILLOW OAK
312	19" RED MAPLE
313	18" SWEET GUM
314	21" POPLAR
315	19" PINE
316	20" ELM
317	19" POPLAR
318	21" POPLAR
319	26" SWEET GUM
320	21" WILLOW OAK
321	20" SWEET GUM
322	27" WHITE OAK
323	20" POPLAR
324	18" SWEET GUM
325	21" WILLOW OAK
326	21" HICKORY
327	19" RED MAPLE
328	20" WILLOW OAK
329	20" RED OAK
330	19" RED OAK
331	19" SWEET GUM
332	19" WHITE OAK
333	19" POPLAR
334	18" PINE
335	18" PINE
336	19" RED MAPLE
337	19" WILLOW OAK
338	25" RED MAPLE
339	20" RED MAPLE
340	18" PINE
341	21" BLACK GUM
342	20" WHITE OAK
343	22" SWEET GUM
344	19" POPLAR
345	19" SWEET GUM
346	35" WILLOW OAK
347	20" POPLAR
348	33" SYCAMORE
349	33" WILLOW OAK
350	22" POPLAR
351	28" POPLAR
352	24" WILLOW OAK
353	21" WILLOW OAK
354	21" RED OAK
355	18" WILLOW OAK
356	19" WHITE OAK
357	18" WHITE OAK
358	18" WHITE OAK
359	19" RED MAPLE
360	25" RED OAK
361	19" WHITE OAK
362	20" RED MAPLE
363	30" RED MAPLE
364	21" RED OAK
365	26" POPLAR
366	22" SWEET GUM
367	18" RED MAPLE
368	18" RED MAPLE
369	26" GREEN ASH
370	21" POPLAR
371	40" POPLAR
372	18" CHESTNUT OAK
373	22" POPLAR
374	24" CHESTNUT OAK
375	18" WHITE OAK
376	18" POPLAR
377	19" GREEN ASH
378	20" GREEN ASH
379	19" WILLOW OAK
380	22" WHITE OAK
381	19" WHITE OAK
382	18" POPLAR
383	19" PINE
384	20" PINE
385	23" POPLAR
386	24" POPLAR
387	22" WHITE OAK
388	21" POPLAR
389	20" PINE
390	21" RED OAK
391	20" PINE
392	19" POPLAR
393	19" PINE
394	18" PINE
395	19" PINE
396	19" PINE
397	18" POPLAR
398	19" PINE
399	20" PINE
400	18" PINE

EXISTING TREE TABLE	
TREE NUMBER	SPECIES
401	19" PINE
402	20" PINE
403	25" PINE
404	21" POPLAR
405	20" POPLAR
406	19" WHITE OAK
407	20" POPLAR
408	23" RED OAK
409	18" WHITE OAK
410	23" WHITE OAK
411	19" SWEET GUM
412	22" POPLAR
413	24" PINE
414	18" SWEET GUM
415	19" PINE
416	18" PINE
417	18" PINE
418	24" PINE
419	19" PINE
420	28" SWEET GUM
421	43" SWEET GUM
422	19" PINE
423	19" PINE
424	22" PINE
425	30" BASSWOOD
426	26" WILLOW OAK
427	18" POPLAR
428	19" WHITE OAK
429	20" RED MAPLE
430	20" WHITE OAK
431	18" SWEET GUM
432	24" PINE
433	21" PINE
434	19" PINE
435	19" PINE
436	19" RED OAK
437	19" RED OAK
438	18" PINE
439	28" WHITE OAK
440	21" RED OAK
441	19" WHITE OAK
442	19" WHITE OAK
443	31" WHITE OAK
444	26" POPLAR
445	21" PINE
446	21" PINE
447	21" PINE
448	18" POPLAR
449	22" RED OAK
450	18" SWEET GUM
451	18" POPLAR
452	23" SWEET GUM
453	20" POPLAR
454	20" RED OAK
455	20" RED OAK
456	18" WHITE OAK
457	22" WHITE OAK
458	18" RED OAK
459	18" WHITE OAK
460	18" WHITE OAK
461	28" WHITE OAK
462	28" WHITE OAK
463	21" RED MAPLE
464	23" WILLOW OAK
465	18" MAPLE OAK
466	19" POPLAR
467	19" POPLAR
468	19" WHITE OAK
469	20" WHITE OAK
470	19" POPLAR
471	19" RED OAK
472	19" WHITE OAK
473	21" WHITE OAK
474	20" POPLAR
475	18" RED MAPLE
476	18" WHITE OAK
477	20" POPLAR
478	22" WHITE OAK
479	21" SWEET GUM
480	30" WHITE OAK
481	18" RED MAPLE
482	22" POPLAR
483	24" WHITE OAK
484	24" WHITE OAK
485	24" WHITE OAK
486	18" WHITE OAK
487	20" WILLOW OAK
488	19" WHITE OAK
489	19" WHITE OAK
490	20" WHITE OAK
491	21" WHITE OAK
492	18" SWEET GUM
493	21" WILLOW OAK
494	22" POPLAR
495	22" WHITE OAK
496	22" POPLAR
497	21" WHITE OAK
498	28" WHITE OAK
499	18" SWEET GUM
500	18" PINE

EXISTING TREE TABLE	
TREE NUMBER	SPECIES
501	19" PINE
502	19" PINE
503	20" PINE
504	26" WILLOW OAK
505	19" RED MAPLE
506	19" WHITE OAK
507	18" PINE
508	18" PINE
509	22" PINE
510	18" PINE
511	35" PINE
512	22" WILLOW OAK
513	19" PINE
514	23" PINE
515	19" PINE
516	20" PINE
517	21" PINE
518	18" PINE
519	20" PINE
520	24" PINE
521	20" POPLAR
522	40" RED MAPLE
523	21"" RED MAPLE
524	19" POPLAR
525	19" SWEET GUM
526	22" SYCAMORE
527	18" POPLAR
528	19" WILLOW OAK
529	21" WILLOW OAK
530	18" SWEET GUM
531	21" SWEET GUM
532	18" SWEET GUM
533	20" POPLAR
534	24" WILLOW OAK
535	22" PINE
536	18" PINE
537	18" SWEET GUM
538	18" RED MAPLE
539	21" RED MAPLE
540	18" RED MAPLE
541	21" POPLAR
542	18" RED OAK
543	36" RED OAK
544	21" SWEET GUM
545	20" PINE
546	18" PINE
547	18" PINE
548	18" PINE
549	20" PINE
550	18" PINE
551	19" PINE
552	18" PINE
553	18" PINE
554	22" POPLAR
555	18" SWEET GUM
556	18" POPLAR
557	20" POPLAR
558	19" RED OAK

ON-SITE STREAM BUFFERS

ON-SITE WETLANDS

FLOODWAY

FLOOD FRINGE

*OFF-SITE STREAM BUFFERS ARE NOT SHOWN

0 150 300 600
SCALE: 1" = 300'

1 / C003 **EXISTING CONDITIONS - TREE SURVEY**
SCALE: 1"= 300'

FORESTER
ELLEN & ASSOCIATES
JOSEPH L. ELLEN
NC REGISTERED FORESTER #565
219 E CHATHAM ST
CARY, NC 27511
PHONE: (919) 353-1161
JOSEPHELLEN49@GMAIL.COM

PEAK Engineering & Design
5448 Apex Peakway #368 | Apex, NC 27502
ph: 919.439.0100 fax: 919.439.6411
www.PeakEngineeringDesign.com
NC License #P-0673

project:
HORTON PARK
JESSIE DRIVE
WHITE OAK TOWNSHIP
APEX, NORTH CAROLINA 27502

seal:
NORTH CAROLINA PROFESSIONAL SEAL 24427 ENGINEER JEFFREY A. ROACH

NOT FOR CONSTRUCTION

No.	DATE	REVISION	BY
1	March 1, 2018	Town of Apex Rezoning Comment Revisions	JR
2	March 20, 2018	Town of Apex Rezoning Comment Revisions	JR

title:
EXISTING CONDITIONS TREE SURVEY

proj #: 161201
date: February 1, 2018
dwg by: JE chkd by: JR
scale: 1" = 300'
sheet: C003
Planned Unit Development Plan

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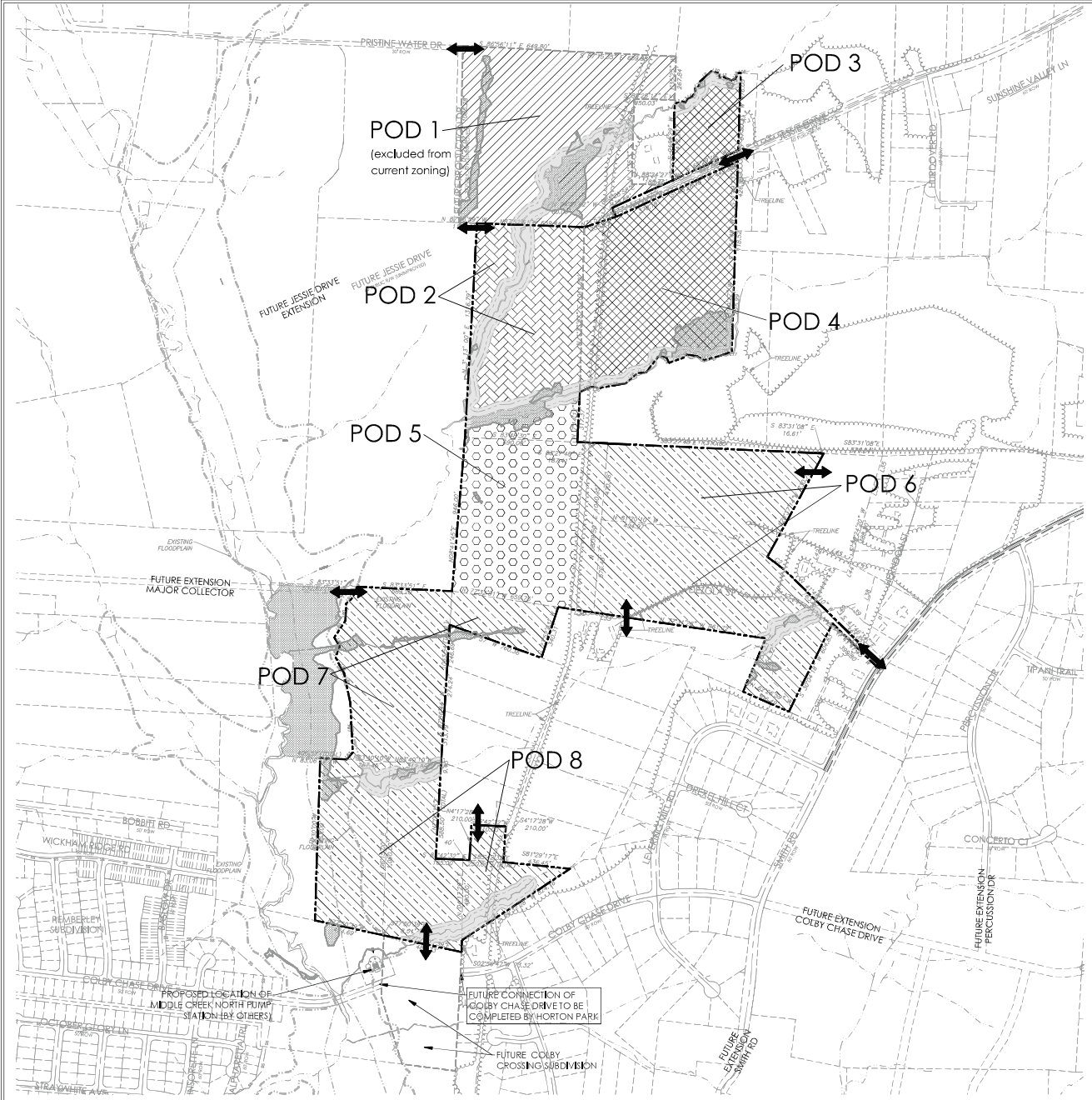

POD SUMMARY				
POD #	DWELLING TYPE	PROPOSED ZONING	ACREAGE	MAXIMUM ALLOWED
1****	N/A	LI-CZ	27.92	N/A
POD 1 is included for reference to zoning case #17CZ19 only				
2	N/A	PUD-CZ	19.06	N/A
3	Single Family	PUD-CZ	4.55	18*
3	Townhomes	PUD-CZ	4.55	27**
4	Apartments	PUD-CZ	20.99	314***
4	Townhomes	PUD-CZ	20.99	125**
5	Single Family	PUD-CZ	19.71	78*
5	Townhomes	PUD-CZ	19.71	118**
6, 7 & 8	Single Family	PUD-CZ	82.59	227
PODs 6, 7 & 8 are limited by the number of lots - not density				

* 4 UNITS PER ACRE
** 6 UNITS PER ACRE
*** 15 UNITS PER ACRE
**** FOR REFERENCE ONLY

INDUSTRIAL & OFFICE EMPLOYMENT (AREAS OUTSIDE OF THE PUD ZONING AND PD TEXT STANDARDS)

NON-RESIDENTIAL/ TECH-FLEX

APARTMENTS AND/OR TOWNHOUSES

TOWNHOUSES

SINGLE FAMILY

ON-SITE STREAM BUFFERS

PROJECT PERIMETER BOUNDARY

POTENTIAL ACCESS POINTS

PLAN SHEETS ARE INTENDED FOR ILLUSTRATIVE USE ONLY

N

NAD 83

0 150 300 600

SCALE: 1" = 300'

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

NOTE:
STREAM BUFFERS ASSEMBLED VIA APEX WATERSHED PROTECTION OVERLAY DISTRICT MAP AND WAKE COUNTY GIS DATA.

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www.PeakEngineeringDesign.com

NC License #P-0673

project:
HORTON PARK
JESSIE DRIVE
WHITE OAK TOWNSHIP
APEX, NORTH CAROLINA 27502

seal:
NORTH CAROLINA PROFESSIONAL SEAL 24427 ENGINEER-PROJECT

NOT FOR CONSTRUCTION

title:
CONCEPTUAL SITE PLAN

proj #: 161201

date: February 1, 2018

dwg by: JE chkd by: JR

scale: 1" = 100'

sheet: C100
Planned Unit Development Plan

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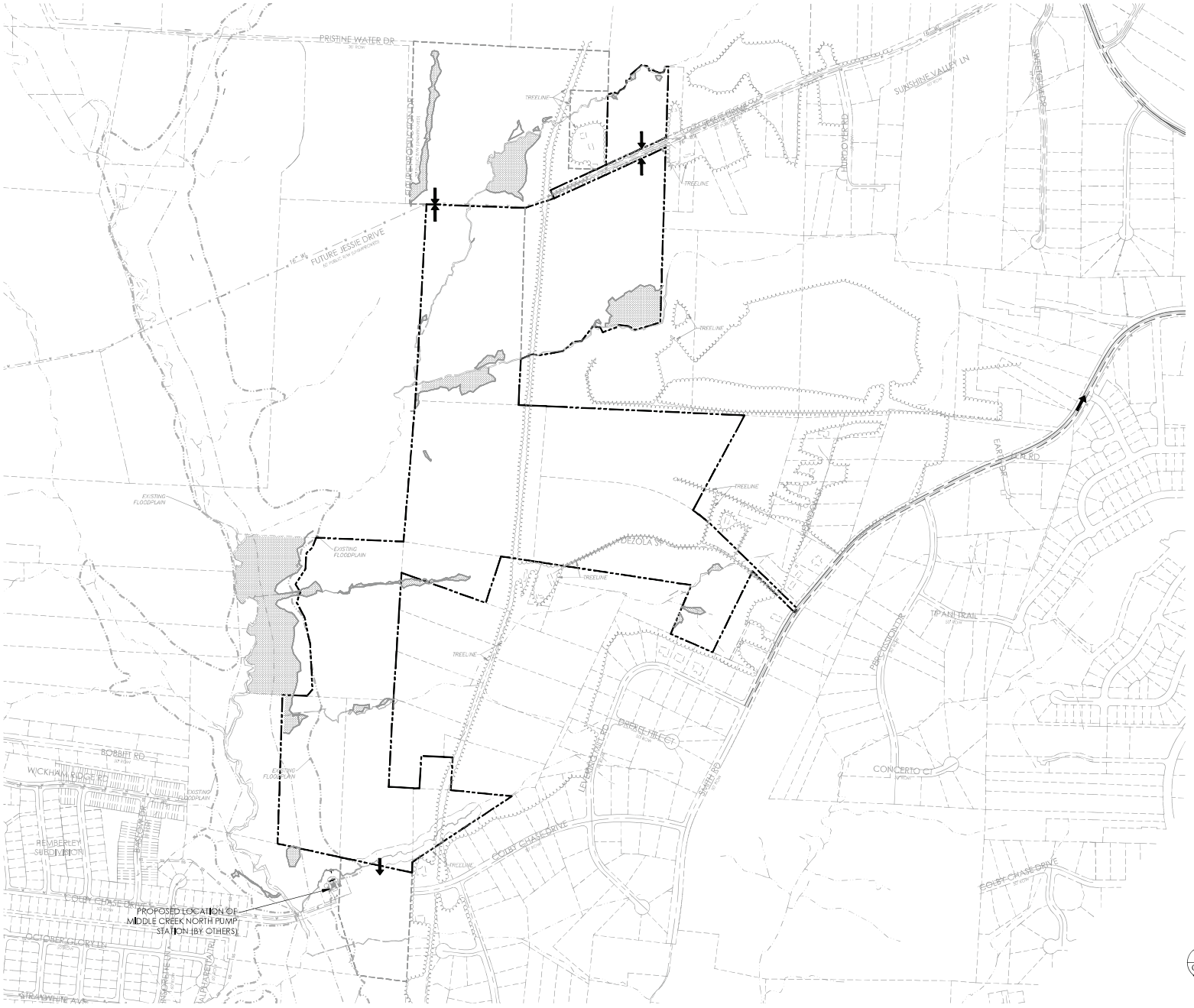

PROPOSED WATER CONNECTION

FINAL LOCATION AND TIMING OF WATER CONNECTIONS SHALL BE COORDINATED WITH THE TOWN OF APEX PUBLIC WORKS AND PLANNING DEPARTMENT DURING THE MASTER SUBDIVISION PLAN OR SITE PLAN SUBMITTALS.

UTILITY NOTES:

1. THE SITE IS REQUESTING FULL TOWN SERVICES – WATER, SEWER AND ELECTRICITY
2. THIS SITE WILL NOT UTILIZE PRIVATE SEWAGE DISPOSAL.
3. NEW SANITARY SEWER WILL BE PROVIDED WITH THE MIDDLE CREEK REGIONAL PUMP STATION.

PROJECT PERIMETER BOUNDARY

N

NAD 83

0 50 100 200

SCALE: 1" = 100'

1 C200 CONCEPTUAL UTILITY PLAN

SCALE: 1"= 100'

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NC License #P-0673

project:
HORTON PARK
JESSIE DRIVE
WHITE OAK TOWNSHIP
APEX, NORTH CAROLINA 27502

seal:

NORTH CAROLINA PROFESSIONAL SEAL 24427 ENGINEER JAMES R. ROACH

NOT FOR CONSTRUCTION

NO.	DATE	REVISION	BY
1	August 1, 2018	Town of Apex Planning Comment Revisions	JR
2	March 28, 2018	Town of Apex Planning Comment Revisions	JR

title:
CONCEPTUAL UTILITY PLAN

proj #: 161201

date: February 1, 2018

dwg by: JE chkd by: JR

scale: 1" = 100'

sheet: C200 Planned Unit Development Plan

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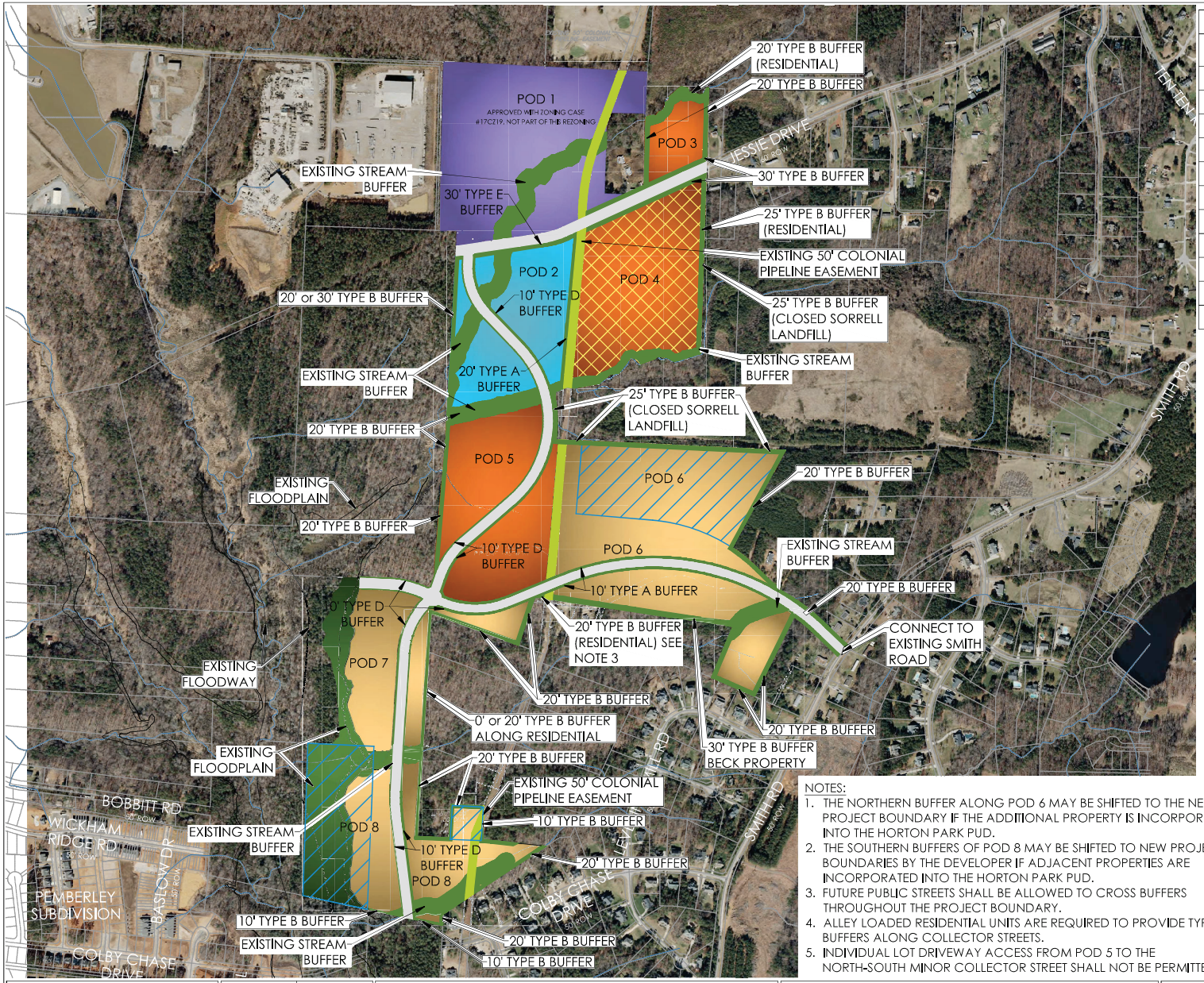

POD SUMMARY				
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5	Townhomes	PUD-CZ	19.71	118**
6, 7 & 8	Single Family	PUD-CZ	82.59	227
PODs 6, 7 & 8 are limited by the number of lots - not density				

* 4 UNITS PER ACRE
** 6 UNITS PER ACRE
*** 15 UNITS PER ACRE
**** FOR REFERENCE ONLY

AREAS ASSOCIATED WITH NEW REZONING (PROPERTIES WERE NOT INCLUDED IN #17CZ19)

INDUSTRIAL & OFFICE EMPLOYMENT (AREA OUTSIDE OF THE PUD ZONING AND PD TEXT STANDARDS, FOR REFERENCE ONLY)

TECH/FLEX

APARTMENTS AND/OR TOWNHOUSES

TOWNHOUSES AND/OR SINGLE FAMILY

SINGLE FAMILY

FLOODPLAIN OR BUFFERS

PROPOSED STREETS

NOTES:
1. THE NORTHERN BUFFER ALONG POD 6 MAY BE SHIFTED TO THE NEW PROJECT BOUNDARY IF THE ADDITIONAL PROPERTY IS INCORPORATED INTO THE HORTON PARK PUD.
2. THE SOUTHERN BUFFERS OF POD 8 MAY BE SHIFTED TO NEW PROJECT BOUNDARIES BY THE DEVELOPER IF ADJACENT PROPERTIES ARE INCORPORATED INTO THE HORTON PARK PUD.
3. FUTURE PUBLIC STREETS SHALL BE ALLOWED TO CROSS BUFFERS THROUGHOUT THE PROJECT BOUNDARY.
4. ALLEY LOADED RESIDENTIAL UNITS ARE REQUIRED TO PROVIDE TYPE 'D' BUFFERS ALONG COLLECTOR STREETS.
5. INDIVIDUAL LOT DRIVEWAY ACCESS FROM POD 5 TO THE NORTH-SOUTH MINOR COLLECTOR STREET SHALL NOT BE PERMITTED.

N
NAD 83
0 150 300 600
SCALE: 1" = 300'

Designer:	JE	Scale:	1" = 300'
Drawn By:	JE	Date:	3-29-2018
Checked By:	JR	Job No.:	161201

HORTON PARK
APEX, NORTH CAROLINA

PROPOSED SITE EXHIBIT

PEAK Engineering & Design
5448 Apex Peakway #368 | Apex, NC 27502
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Sheet No. EX-1

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| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: August 11, 2026

Item Details

Presenter(s): Captain Gregory Pawluk

Department(s): Apex Police Department

Requested Motion

Motion to declare one (1) badge and (1) service weapon (Glock Model 47 9mm handgun, with S/N Serial Number CCVX-733) as surplus property, set the price for such weapon to be $1.00 (One Dollar); and, award the stated badge and service weapon to Retiring Apex Police Officer Alex Cossifos who retired from the Apex Police Department effective August 1, 2026.

Approval Recommended?

Yes

Item Details

North Carolina General Statute 20-187.2(a) allows the governing body of a municipality to, upon request, declare as surplus the badge and side arm of a retiring police officer. The statute states that the badge is to be awarded at "no cost" to the retiring member and that the side arm be awarded "at a price determined by such governing body".

Apex Police Officer Alex Cossifos retired from the Apex Police Department (APD) effective August 1, 2026, and has made a request to be awarded his badge and service handgun.

Officer Cossifos has been with the Apex Police Department (APD) for 11 years and finishes his time at APD as a School Resource Officer. He has 32 years of law enforcement experience with his career, starting in the Village of Terrytown New York (NY) and the City of White Plains New York (NY). He left NY as a Sergeant before coming to the Apex Police Department.

In recognition of his thirty-two (32) years of service in law enforcement, Chief Johansen requests that one "Police Officer" badge and one handgun (described below) be declared "surplus", that the price for such handgun be set at $1.00 (One Dollar) and that the badge and handgun be awarded to Officer Alex Cossifos upon his retirement.

- Glock Model 47 9mm handgun, Serial Number CCVX-733

Attachments

N/A

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: August 11, 2026

Item Details

Presenter(s): Allen Coleman, Town Clerk

Department(s): Town Clerk's Office

Requested Motion

Motion to approve the Apex Tax Report dated June 18, 2026

Approval Recommended?

Yes

Item Details

The Wake County Board of Commissioners, in regular session on June 06, 2026, approved and accepted the enclosed tax report for the Town of Apex, dated June 18, 2026 for the period of May 1, 2026 through May 31, 2026.

Attachments

- CN27-A1: Tax Report for May 2026

WAKE COUNTY
NORTH CAROLINA

Board of Commissioners
P.O. Box 550 • Raleigh, NC 27602

TEL 919 856 6180
FAX 919 856 5699

DON MIAL, CHAIR
SAFIYAH JACKSON, VICE-CHAIR
VICKIE ADAMSON
SUSAN P. EVANS
CHERYL STALLINGS
SHINICA THOMAS
TARA WATERS

July 7, 2026

Mr. Allen Coleman
Town Clerk
Town of Apex
Post Office Box 250
Apex, North Carolina 27502

Dear Mr. Coleman:

The Wake County Board of Commissioners, in regular session on July 6, 2026, approved and accepted the enclosed tax report for the Town of Apex.

The attached adopted actions are submitted for your review; no local board action is required.

Sincerely,

Yvonne Gilyard
Clerk to the Board
Wake County Board of Commissioners

Enclosure(s)

Wake County Board of Commissioners Report

Date: 07/06/2026

Approved by: DocuSigned by: Kim Lorbacher 485025622584A0D9...

Consideration of Requests for Taxes, Interest and Penalties **OVER $500 FOR APEX**

No.	Payee	Account Number	Tax & Penalty Rebated		Total Rebated	Total Refunded
1	621 PRODUCTIONS JACK OTEPKA 320 N SALEM ST SUITE 205 APEX NC 27502	0006872647-2025-2025-000000	**City**	**376.20**	922.65	954.94
			County	546.45		
			City	**376.20**		
			County	546.45	922.65	954.94

*Total refunded may differ from total rebated due to to payee's remittance of interest or application of payment to other balances owed by the taxpayer.

Marcus D. Kinrade
Wake County Tax Administrator

Signed by: Marcus Kinrade 03C5063B04D7486...

WAKE COUNTY TAX ADMINISTRATION

05/01/2026 - 05/31/2026

Rebate Detail Report

DATE 06/18/2026 TIME 10:19:07 AM

APEX

REBATE NUM	PROPERTY	CITY TAG	LATE LIST	BILLED INTEREST	TOTAL REBATED	PROCESS DATE	ACCOUNT NUMBER	TAX YEAR	YEAR FOR	BILLING TYPE	OWNER
BUSINESS ACCOUNTS											
964207	86.41	0.00	17.89	0.00	104.30	5/12/2026	0006128132	2026	2024	000000	CITADEL CONTRACTORS INC
964206	82.95	0.00	8.59	0.00	91.54	5/12/2026	0006128132	2026	2025	000000	CITADEL CONTRACTORS INC
964210	82.60	0.00	42.75	0.00	125.35	5/12/2026	0006128132	2026	2021	000000	CITADEL CONTRACTORS INC
964209	69.47	0.00	28.77	0.00	98.24	5/12/2026	0006128132	2026	2022	000000	CITADEL CONTRACTORS INC
964208	55.91	0.00	17.37	0.00	73.28	5/12/2026	0006128132	2026	2023	000000	CITADEL CONTRACTORS INC
SUBTOTALS FOR BUSINESS ACCOUNTS	**377.34**	**0.00**	**115.37**	**0.00**	**492.71**	**492.71**		**5 Properties Rebated**			
B CSS REAL ESTATE ACCOUNTS											
965079	7.48	0.00	0.00	0.00	7.48	5/28/2026	0000438059	2025	2025	000000	GREEN LEVEL CROSSING COMMUNITY ASSC INC
965078	7.48	0.00	0.00	0.00	7.48	5/28/2026	0000438058	2025	2025	000000	GREEN LEVEL CROSSING COMMUNITY ASSC INC
965083	7.48	0.00	0.00	0.00	7.48	5/28/2026	0000438065	2025	2025	000000	GREEN LEVEL CROSSING COMMUNITY ASSC INC
965080	7.48	0.00	0.00	0.00	7.48	5/28/2026	0000438060	2025	2025	000000	GREEN LEVEL CROSSING COMMUNITY ASSC INC
965081	7.48	0.00	0.00	0.00	7.48	5/28/2026	0000438061	2025	2025	000000	GREEN LEVEL CROSSING COMMUNITY ASSC INC
965082	7.48	0.00	0.00	0.00	7.48	5/28/2026	0000438063	2025	2025	000000	GREEN LEVEL CROSSING COMMUNITY ASSC INC
SUBTOTALS FOR BUSINESS REAL ESTATE ACCOUNTS	**44.88**	**0.00**	**0.00**	**0.00**	**44.88**	**44.88**		**6 Properties Rebated**			

INDIVIDUAL PROPERTY ACCOUNTS

964216	3.40	0.00	0.34	0.00	3.74	5/14/2026	0006924397	2024	2024	000000	LEWIS, KARA ELAINE
965077	119.03	30.00	0.00	0.00	149.03	5/22/2026	0007079215	2026	2025	000000	HIERS, JOLIE EMERSON
963338	67.64	30.00	0.00	0.00	97.64	5/5/2026	0007063399	2026	2025	000000	JOHNSON, PAIGE MADISON
964894	63.52	0.00	0.00	0.00	63.52	5/18/2026	0007063467	2026	2025	000000	OVERTON, NEAL WAYNE
964217	3.56	0.00	0.36	0.00	3.92	5/14/2026	0006924397	2025	2025	000000	LEWIS, KARA ELAINE
SUBTOTALS FOR INDIVIDUAL PROPERTY ACCOUNTS	**257.15**	**60.00**	**0.70**	**0.00**	**317.85**	**317.85**		**5 Properties Rebated**			

WILDLIFE BOAT ACCOUNTS

965630	89.32	0.00	0.00	0.00	89.32	5/29/2026	0004216898	2024	2024	000000	BASSFORD, DENNIS BRYAN
963505	93.10	0.00	9.31	0.00	102.41	5/6/2026	0004214947	2025	2025	000000	FEDORENKO, OLEG
965631	88.85	0.00	8.88	0.00	97.73	5/29/2026	0004216898	2025	2025	000000	BASSFORD, DENNIS BRYAN
SUBTOTALS FOR WILDLIFE BOAT ACCOUNTS	**271.27**	**0.00**	**18.19**	**0.00**	**289.46**	**289.46**		**3 Properties Rebated**			
TOTALS FOR REBATED FORAPEX	**950.64**	**60.00**	**134.26**	**0.00**	**1,144.90**	**1,144.90**		**19 Properties Rebated for City**			

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: TOWN MANAGER REPORT

Meeting Date: August 11, 2026

Item Details

Presenter(s): Tim Herman, Fire Chief
Joanna Helms, Director

Department(s): Fire Services
Economic Development

Requested Motion

Receive as information an update on the Future of Fire Station No. 1 (Downtown) Site Redevelopment and the proposed Market Analysis and Feasibility study and provide direction to staff as appropriate.

Approval Recommended?

Yes

Item Details

Staff will provide an update on the future of Fire Station No. 1 and the Town's long-term plans for fire service operations in the downtown area. The presentation will review the current distribution and operational relationship of Fire Stations No. 1 and No. 3, which are located less than one mile apart and presently function as one operational unit from two facilities. Staff will also discuss the emergency service, facility, staffing, response, and long-range planning considerations that have informed the Town's direction to consolidate operations at the renovated and expanded Hunter Street facility. The planned facility is intended to better accommodate current and future personnel, apparatus, administrative, and logistical needs while supporting efficient and effective emergency service delivery.

The presentation will also introduce the proposed Downtown Site Redevelopment Market Analysis and Feasibility Study for the current Fire Station No. 1 property at 210 N. Salem Street. The study represents the next step in evaluating the long-term future of the site following the transition of emergency operations. Its scope is intended to further develop the redevelopment vision, evaluate economic and implementation considerations, identify potential opportunities and strategies, recognize and celebrate the longstanding history of the Apex Fire Department, and provide meaningful opportunities for public participation in shaping the site's future.

The study will include a structured public engagement process and is anticipated to result in a visioning summary, preliminary recommendations, a draft implementation strategy and action plan, public presentation, and final report. This work will build upon the community-supported Downtown Master Plan, which identified re-envisioning the fire station property as a civic and mixed-use development as a priority while also emphasizing the importance of honoring downtown Apex's history and maintaining a meaningful connection to the Fire Department.

No final design or future use of the Fire Station No. 1 property is being presented for approval as part of this item. Rather, the proposed study will provide the technical analysis, community input, and recommendations necessary to inform future Town Council consideration of redevelopment options for the site.

A related budget amendment to provide funding for the market analysis and feasibility study is included separately on the August 11, 2026 regular meeting agenda following this presentation. The contract itself is still in the final review stages and is currently within the delegated authority of the Town Manager to execute.

A webpage has been developed to highlight this project and provide a project timeline: https://www.apexnc.org/2192/Downtown-Fire-Station

Attachments

- TM1-A1: PowerPoint Presentation - Fire Station No. 1 Market Analysis and Feasibility Study Update
- TM1-A2: Request for Qualifications (RFQ) - Proposal Downtown Site Redevelopment Market Analysis & Feasibility Study



August 11, 2026

Regular Town Council Meeting

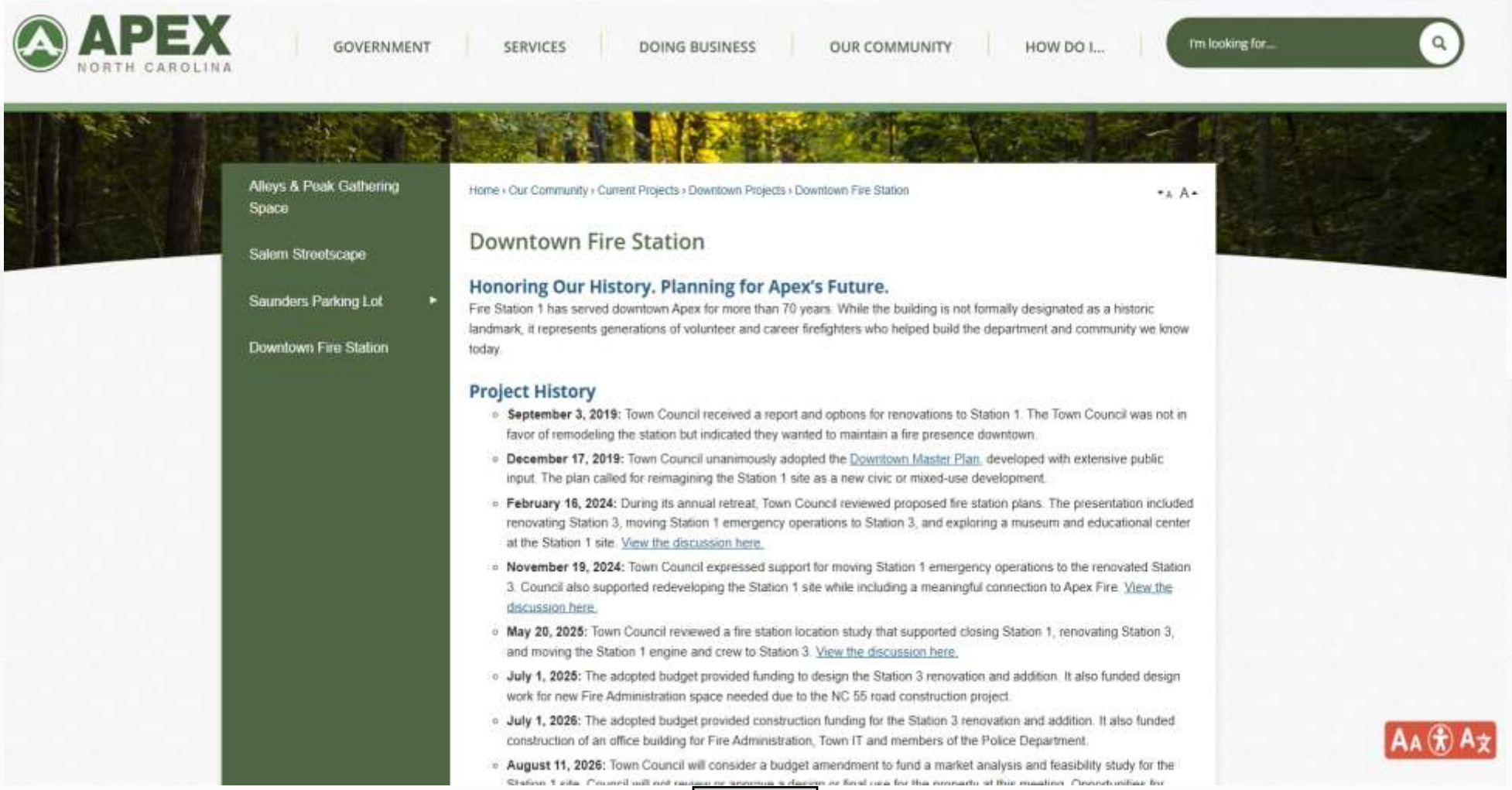
Downtown Apex Fire Station No. 1 Market Analysis & Feasibility Study

APEX NORTH CAROLINA

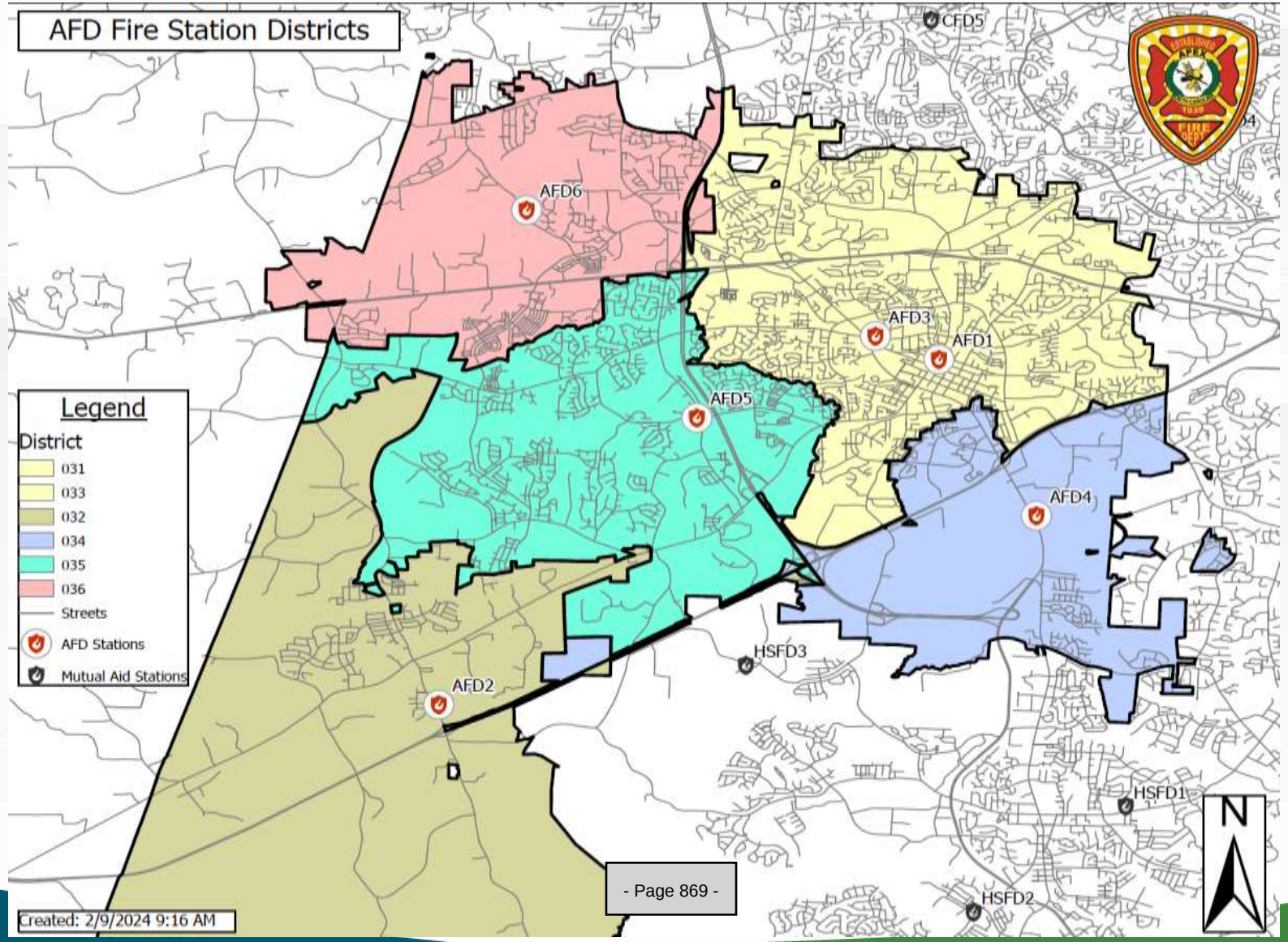
AGENDA

- Update on plans and timelines related to Fire Station 1
- Brief overview of Emergency Operations related to Stations 1 & 3
- Market & Feasibility Study information (Joanna Helms)

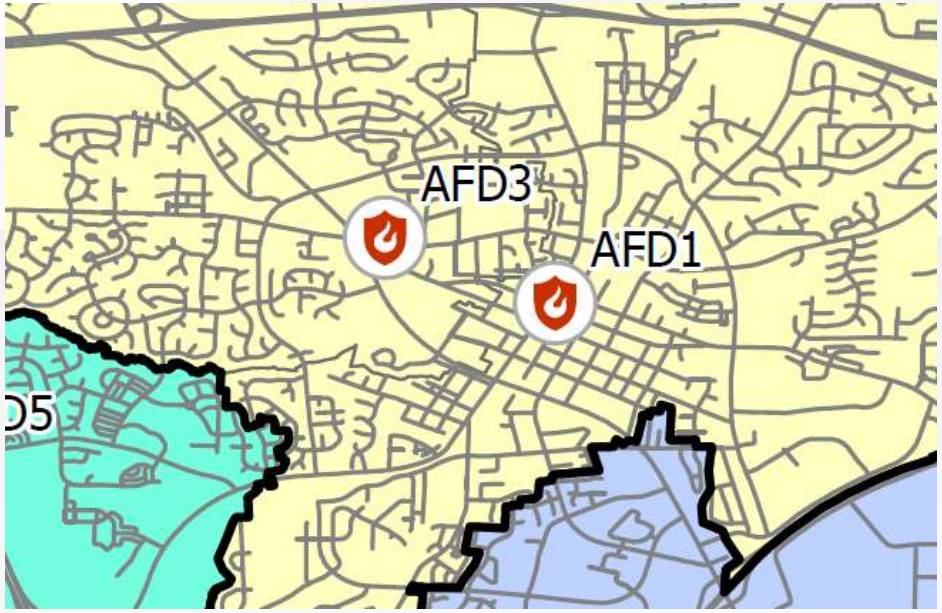
Plans & Timelines related to Fire Station 1 (210 N. Salem St.)



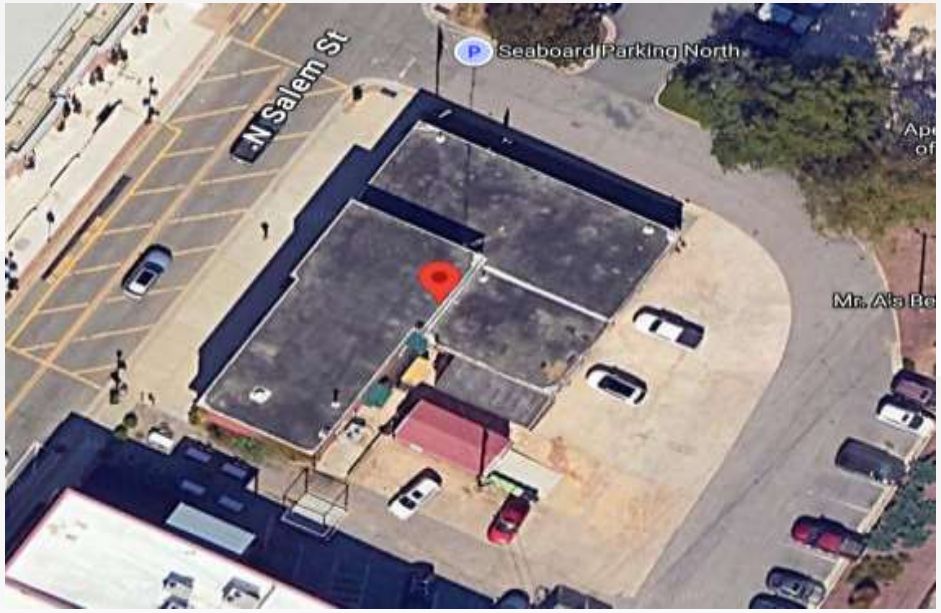
Fire Station Distribution



Not optimal station distribution



Not an ideal station location



Addressing current & growing needs for AFD

- We have surpassed the life of Stations 1 and outgrown Station 3.
- Hunter St. has the space to address our needs for today and in the future!
- The planned facility will house emergency operations, administration, and logistics, creating a centralized hub to support daily operations.
- Our staff's physical & mental health is our #1 priority. This plan ensures they have access to the resources they need.





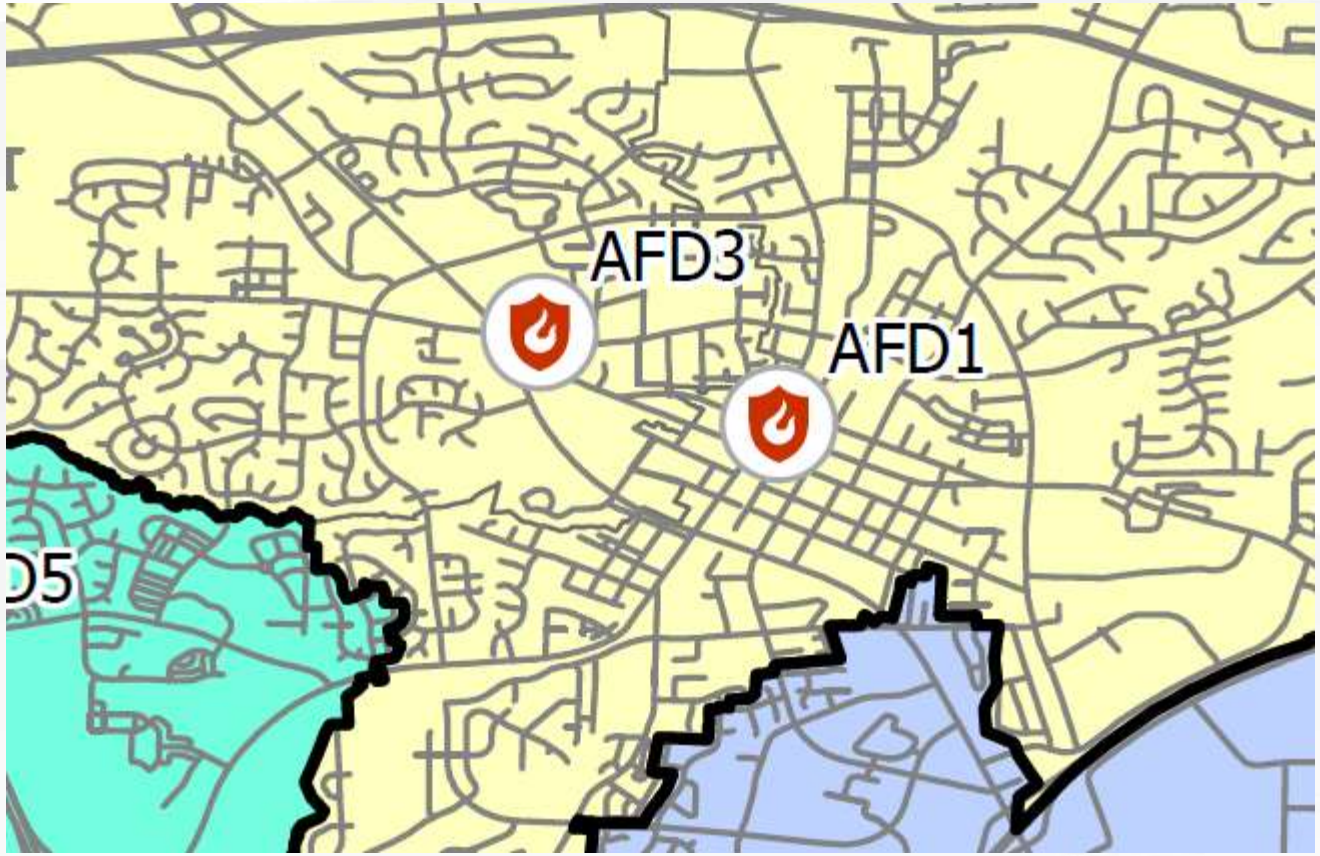


Hunter Street Renovation/Addition



Emergency Services

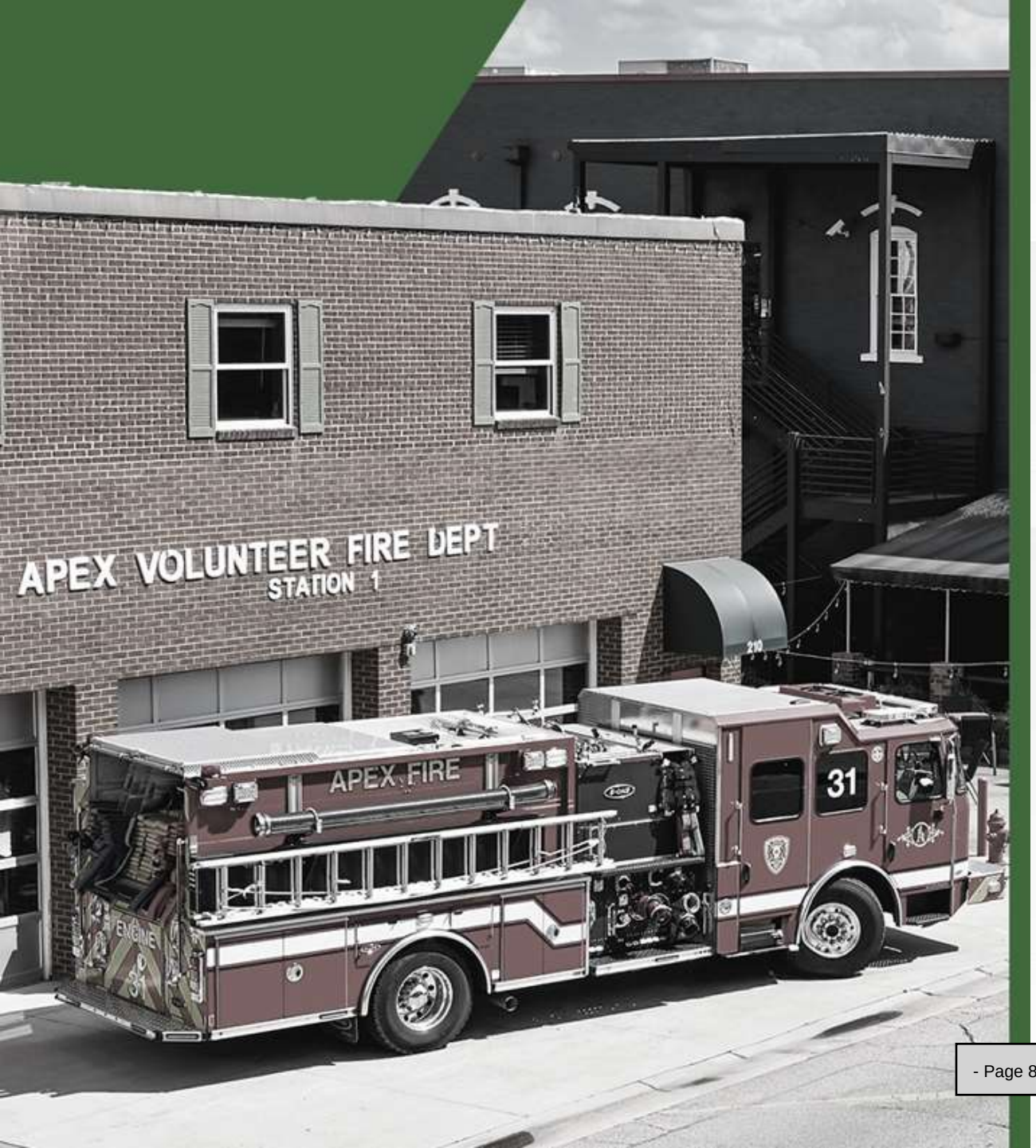
- Stations 1 & 3 operate as 1 station under 2 roofs.
- Response times
- ISO Grade & Accreditation Model
  - Data informed decisions
  - Best practices
  - 3rd party review
- Station location studies



Final Thoughts and Next Steps

- We must continually adapt to our every-changing environment, meet evolving service demands, and ensure our facilities remain modern, efficient, and equipped to support the needs of our staff and the community we serve.
- We are committed to honoring our history and preserving our legacy while maintaining the strong, valued connection to downtown.
- Let's work together on this balancing progress with tradition!





Downtown Site Redevelopment Market Analysis & Feasibility Study

Fire Station #1

ARCADIS

Scope of Work

"To ***elevate the design vision*** for this downtown site, to ***educate*** the community about its ***economic impacts***, to ***celebrate*** the Fire Department's long and meaningful ***history,*** and to create ***engaging opportunities*** for residents to participate in ***shaping the future*** of the site."

Public Engagement Plan

- Kickoff
- Academy & Aspirations (HOT)
- Design Strategy Session
- After Action Review (AAR)



Next Steps

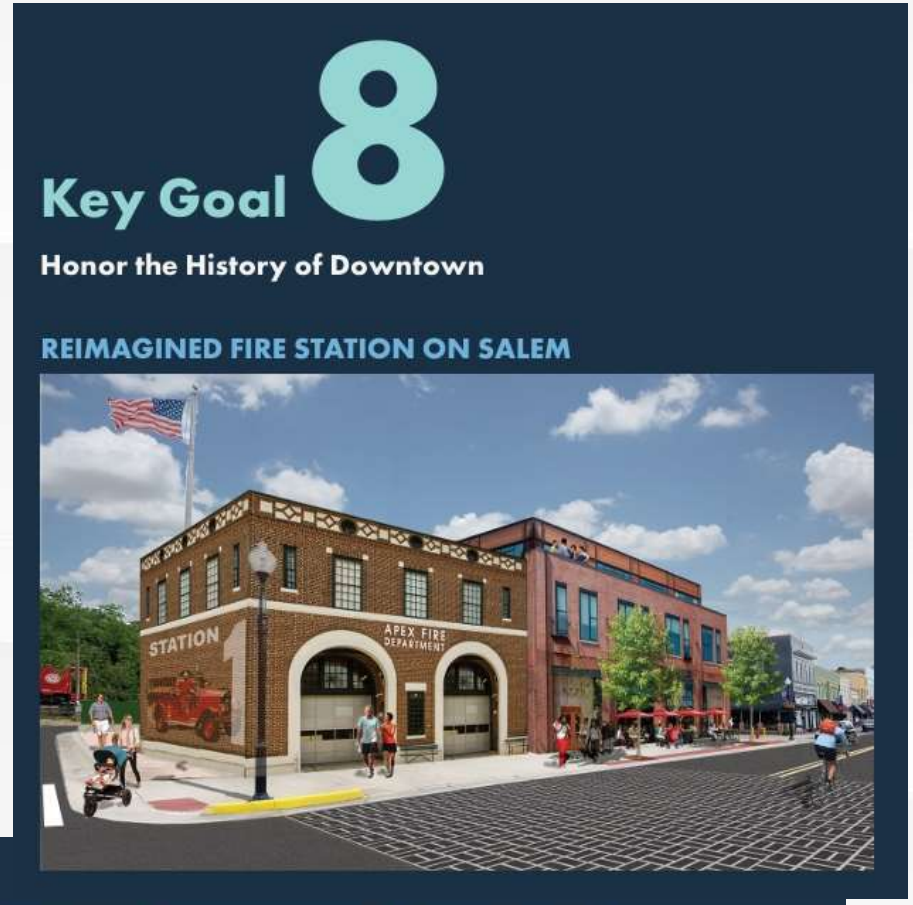
- Visioning Summary & Preliminary Recommendations
- Draft Recommendation Strategy & Action Plan
- Public Presentation
- Final Report



Summary

We are fulfilling the "Vision for Vibrancy" for downtown Apex per public input:

- **Top Ten Project**: Re-envision the fire station as a civic + mixed use development
- **Key Goal**: Honor the history of downtown with a reimagined fire station on Salem Street





Request for Qualifications

Town of Apex – Downtown Site Redevelopment Market Analysis & Feasibility Study

January 2026

Project Description

The Town of Apex, North Carolina is a committed local government that strives to be a trusted steward of their resources. The Town facilitates the development of our community, with a focus on creating a sustainable and livable environment for our residents. Included in our plans and strategies is the physical infrastructure that help to shape the character of Apex.

The Town of Apex is seeking the services of a qualified firm to provide a **Market Analysis & Feasibility Study** for the redevelopment of a site currently occupied by Fire Station #1 in the heart of downtown Apex, at 210 North Salem Street and a portion of 220 North Salem Street. The redeveloped site will not house an active fire station. Furthermore, the Town is interested in attracting private sector investment as part of the redevelopment options for the project. The Market Analysis & Feasibility Study will address all options for future use, both public and private, as well as funding, ownership and partnerships. Multiple options should be included in the study.

The purpose of this Request for Qualifications is to identify a consultant with the interest, capacity and qualifications to perform the Market Analysis & Feasibility Study to assist the Town with refining the future use and purpose of the property. Exterior and/or interior design concepts should honor the site's 70+ year history as a fire station.

The Town of Apex owns the physical building and property at 210 and 220 North Salem Street. The site area to be studied is approximately 1 acre and does not include the parking lot in front of the historic Depot. As part of the planned redevelopment, the current building is intended to be demolished and replaced with a new facility. However, the future site should include a "fire presence" of some kind, such as a museum and/or a fire safety learning center with an interactive educational component. Current ordinances for the downtown will allow up to a 3- story building, however up to a 4-story building could be considered. The transformation of this site is an exciting step in an ongoing effort to reach the goals of the Town's *Downtown Master Plan and Parking Study.*

General Background

In December 2019, the Apex Town Council unanimously adopted the Downtown Plan. The plan included a list of Top Ten Projects for the future transformation of downtown.

The #6 recommendation in public priority order was "Re-envision the Fire Station as a civic/mixed used development." In November 2024, Apex Town Council supported staff recommendations that Fire Station #1 operations actually be relocated and absorbed into Fire Station #3 on Hunter Street. Town Council further supported the concept to redevelop the site with a new use, but envisioned that the redeveloped site acknowledges the former role the Fire Department has had at this location in some manner. The acknowledgement should be guided through the study. Options to consider may include, but are not limited to: public art, the building design, a display or museum with an interactive fire safety learning center.

Expectations

The Town's expectations for the Market Analysis & Feasibility Study process for this site can be summarized as follows:

Engagement-based

The process must include a public engagement approach to ensure the citizens of Apex have the opportunity to participate. Creative approaches for broad and equitable outreach should be proposed. The process should include engagement of the public to establish their feedback on the vision and goals the Town has for the project and to identify and review needs, opportunities, recommendations, and priorities. Use of the Town's engagement tools including publicinput.com license, website, and social media platforms can be assumed.

Action-oriented and Attainable

The process should include recommended processes and policies for ongoing decision-making as well as specific, achievable actions and strategies for a solution to the redevelopment project. The process must address any known or potential constraints in development of recommendations that are reasonably attainable. Recommendations should be reasonable in terms of what can be accomplished both financially and in the near-term.

User-friendly

All presentations and language should be understandable by a broad audience. A combination of maps, illustrations, concepts and succinct writing should be used to convey the messaging. Background information and the process documentation should be limited while maps, illustrations, concepts and recommendations take the forefront.

Strategic and Innovative

The Market Analysis & Feasibility Study should align with the Town's strategic plan, *Game Plan Apex*, to address, as appropriate, the goals of: A Welcoming Community, Responsible Development, and Economic Vitality (www.apexnc.org/1321/Strategic-Plan).

Services

The purpose of this effort is to prepare a complete Market Analysis & Feasibility Study for the redevelopment of 210 North Salem Street and a portion of 220 North Salem Street in downtown Apex. The firm selected shall provide monthly reporting and documentation of effort and will be in regular coordination with Town staff. Interested firms are encouraged to propose a process that addresses the expectations outlined. Major tasks in the process are anticipated to include the following:

- Project administration
- Market conditions data collection and analysis
- Summary of existing conditions in downtown Apex
- Recommendations including:
    - General size of new structure (square footage and number of floors)
    - How this site could best serve identified market needs
    - Specific allowable uses and general location of uses
    - Acknowledgement of the history of the Fire Department on Salem Street (Ex. Public art, display, building design, museum or fire safety learning center)
    - Specific options on a Public/private partnership structure
- Funding plan
- Citizen engagement
- Process documentation

Deliverables

Interested firms are encouraged to identify and describe recommended project deliverables to address the expectations set forth. At a minimum, deliverables are anticipated to include:

- Market Analysis & Feasibility Study – in print (10 bound copies) and digital (PDF and editable) formats. Other formats may be proposed and considered by the Town.
- Web content that the Town can use to update the Town of Apex website.

Schedule

The process should be completed and approved within 6 months of the date of the notice to proceed. Interested firms should propose a schedule for the services and deliverables to be provided that addresses milestones and review periods. At a minimum, milestones should include:

- Project kick-off
- Summary of existing market conditions
- Summary of recommendations
- Citizen engagement
- Draft, revised, and final submittal of deliverables

Eligibility

The firm shall furnish proof of valid general liability insurance in the minimum amount of $1,000,000, commercial automobile liability insurance in the minimum amount of $2,000,000 can be waived if no driving will be done on behalf of the town. Providing certificates of such insurance naming the Town of

Apex as an additional insured by endorsement to the policies is required. Additionally, the firm shall maintain professional liability insurance in the minimum amount of $1,000,000 and maintain and show proof of workers' compensation insurance, and employer's liability insurance in the minimum amount of $1,000,000.

Selection Criteria

Proposals will be evaluated and a consultant firm will be selected based on the following criteria:

- 50% - Qualifications and experience of the firm, assigned project personnel, and subconsultants to perform the type of work required.
- 40% - Project approach that clearly and thoroughly demonstrates a familiarity with the project and process required.
- 10% - Performance of the firm, assigned project personnel and its subconsultants on similar and/or previous projects with the Town of Apex. If no experience with Apex, then highlighting similar experience with other municipalities is relevant.

North Carolina firms qualified to do the work will be given priority consideration. A North Carolina firm is a firm that maintains an office in North Carolina staffed with an adequate number of employees judged by the Town to be capable of performing a majority of the work required.

Proposal Content and Format

Proposals are limited to 20 pages, excluding the cover page, if provided. No other pages may be excluded from the page count. Proposals must be submitted in electronic (pdf) format. Proposals must be formatted on 8 ½" x 11" paper. Interested firms are encouraged to use succinct writing and supporting tables or graphics in the proposal submittal. The proposal shall include the following, which are all included in the 20-page count limit:

- Introductory letter expressing interest in providing the requested professional services, an acknowledgment of the firm's eligibility to perform such services (including all subconsultants), a statement citing any potential conflicts of interest, and contact information including an email address for the primary point of contact.
- Identification of project personnel and their role in the proposed project, including an organizational chart, demonstration that assigned staff have availability to undertake the work required, and tailored resumes or bios of key staff members. Describe relevant work experience, capabilities, and expertise which qualify the personnel assigned to this project to undertake the project. Please include any credentials of the staff who will be assigned to the project in the proposal.
- Understanding of the project and a description of the proposed approach, deliverables, and schedule of tasks and milestones.
- Identification of similar work performed within the past seven years including points of contact (name, email, phone number) for references.

Note that, once submitted to the Town, the proposal is a matter of public record.

Document Transmittal and Selection Procedures

An electronic document of the proposal in pdf format is the only allowable format. For proposals up to 10 MB in size, please email to: Joanna.helms@apexnc.org.

For proposals over 10 MB in size, please notify us by email of the availability for download. Upon receipt of your proposal, an email response will be provided.

Proposals must be received no later than 2:00 pm on Friday, March 27, 2026, **EST** to be eligible for consideration. Any questions on the request should be directed to Joanna Helms, Economic Development Director, 919-372-7461 or Joanna.helms@apexnc.org.

The Town of Apex will select the most qualified and responsive firm based on the combined evaluation of at least three staff members. The Town reserves the right to schedule interviews if needed after evaluating proposals.

The firm(s) selected will be notified by **email**. Notification will also be sent by email to firms not selected.

Anticipated Timeline

RFQ Issued:	Thursday, January 8, 2026
Question Deadline:	Friday, February 6, 2026
Responses Posted:	Wednesday, February 18, 2026
Proposals Due:	Friday, March 27, 2026, 2PM EST
Firm Interviews/Selection:	Thursday, April 2, 2026

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: TOWN MANAGER'S REPORT

Meeting Date: August 11, 2026

Item Details

Presenter(s): Randy Vosburg, Town Manager

Department(s): Town Manager's Office

Requested Motion

Receive as information a proposed promotion strategy to support Downtown Apex businesses through December 31, 2026, in response to the expanded Salem Streetscape construction timeline, and provide direction to staff as appropriate.

Approval Recommended?

N/A

Item Details

The Salem Streetscape project is currently under construction along Salem Street between Saunders Street and Chatham Street and is anticipated to continue through December 2026. While downtown businesses remain open and accessible throughout construction, the project includes temporary traffic restrictions, detours, phased sidewalk and streetscape work, and other construction-related impacts that may affect how residents and visitors access and navigate Downtown Apex.

In recognition of the expanded construction timeline and its continuation through the 2026 holiday season, the Town Manager will present a proposed Downtown Apex Business Promotion Strategy intended to encourage residents and visitors to continue shopping, dining, and supporting businesses in the downtown area. The strategy would build upon the Town's existing "Keep Loving Local" messaging and provide enhanced promotional support through December 31, 2026. The Town currently encourages the community to patronize downtown businesses throughout construction, including through local shopping, dining, gift-card purchases, and promotion of downtown destinations and experiences.

Staff will provide additional information during the meeting regarding the proposed promotional approach, potential initiatives, and implementation. The current concept anticipates approximately $5,000 per month from September through December 2026, for a amount not to exceed $25,000, to support

coordinated downtown business promotion during the remainder of the construction period and holiday season.

This item is presented for Council information and direction. A separate budget amendment to provide funding for the promotional strategy would be brought forward for Council consideration at a future meeting.

Attachments

- N/A

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: TOWN CLERK'S REPORT

Meeting Date: August 11, 2026

Item Details

Presenter(s): Allen Coleman, Town Clerk

Department(s): Town Clerk's Office

Requested Motion

A. Motion to move Heidi Marie Sico from Alternate 1 to a Regular Member on the Town of Apex Board of Adjustment (BOA). Her term remains unchanged (January 1, 2024 – December 31, 2026).
B. Motion to move Casey Angel from Alternate 2 to Alternate 1 on the Town of Apex Board of Adjustment (BOA). His term remains unchanged (October 14, 2025 – August 31, 2028).
C. Motion to move Aaron Barnes from Alternate 3 to Alternate 2 on the Town of Apex Board of Adjustment (BOA). His term remains unchanged (April 1, 2026 – March 31, 2029).
D. Motion to confirm William Gerhard as Alternate 3 on the Town of Apex Board of Adjustment (BOA). His term remains unchanged (June 1, 2026 – December 31, 2026).

Approval Recommended?

Yes

Item Details

On March 10, 2026, the Apex Town Council unanimously appointed Mr. William Gerhard to the Board of Adjustment (BOA) effective June 1, 2026 following the resignation of Mr. William Hart (Regular Member). The Town Clerk's Office has consistently moved alternate members up in the queue and not customarily placed a new member into a regular member position, unless otherwise directed by the Mayor and Town Council. The action taken on March 10 did not clearly establish Mr. Gerhard's appointment to the Alternate 3 position; therefore, this agenda item requests confirmation of that appointment and the corresponding adjustment of the remaining alternate positions.

The Town of Apex has two statutorily required resident advisory boards which are the Board of Adjustment (BOA) and the Planning Board. The Board of Adjustment (BOA) is charged with considering particular kinds of development issues that require special use permits or variances from the Town's Unified Development Ordinance (UDO). More specifically, the Board of Adjustment is responsible for the following as stated in Section 2.1.3 of the Town's Unified Development Ordinance (UDO):

a) Review and approve, approve with conditions, or deny. To review, hear, consider and approve, approve with conditions, or deny
    - Applications for Variance Permits.
    - Applications for Special Use Permits.

b) Appeals. To review, hear, consider, and reverse or affirm, in whole or in part, or modify:
    - Written orders, decisions, interpretations, requirements, or determinations of the Planning Director or other administrative officials charged with enforcement of any other ordinance that regulates land use or development
    - Mast Subdivision Plans.
    - Construction Plans
    - Master Subdivision Final Plats.
    - Soil Erosion and Sedimentation Control Plans.

c) Studies. To make studies of the resources, possibilities, and needs of the Town upon the authorization of the Town Council and to report its findings and recommendations with reference thereto, from time to time, to the Town Council.

The Board of Adjustment (BOA) consists of five (5) regular members and three (3) alternate members.

Attachments

- TC1-A1: March 10, 2026 Meeting Minute Excerpt

- **Shamrock Showdown** – New annual celebration featuring basketball, St. Patrick's Day festivities, and community activities in partnership with local restaurants and businesses. More details on the town's website.

[TOWN CLERK'S REPORT]

Clerk Coleman said there were three (3) items related to Resident Advisory Board Appointments for the Town Council's consideration. He said if there was consensus on the recommended slate of candidates, the appointments could be approved in one motion. He said if their was not consensus in the recommended slate of candidates, he would recommend the motions be separated for individual motions. He said each item would begin by stating those eligible and recommended for reappointment and then move to new recommended appointees. He said he was appreciative for the nominations submitted by the Mayor and Town Councilmembers prior to the meeting. A copy of the nomination record can be viewed in the Town Clerk's Office **(OTHER-2026-044)**.

TC1 Appointments – Board of Adjustment (BOA)

Clerk Coleman said the Board of Adjustment (BOA) had three individuals who were seeking reappointment and the Mayor had recommended the following individuals: Mr. Umesh Pai, Mr. William Hollenbeck and Mr. Michael Sayers to the Apex Board of Adjustment for a three-year term effective March 1, 2026 through December 31, 2029.

A **motion** was made by **Councilmember Zegerman,** and seconded by **Mayor Pro-Tempore Mahaffey,** to reappoint Mr. Umesh Pai, Mr. William Hollenbeck and Mr. Michael Sayers to the Apex Board of Adjustment for a three-year term effective March 1, 2026 through December 31, 2029.

VOTE: UNANIMOUS (5-0)

Clerk Coleman said Mr. Aaron Barnes had requested a transfer from the Culture and Arts Advisory Board to the open position on the Board of Adjustment (BOA). He said the Mayor supported this request.

A **motion** was made by **Mayor Pro-Tempore Mahaffey,** and seconded by **Councilmember Zegerman,** to transfer Aaron Barnes from the Culture Arts Advisory

Board (CAAB) to the Board of Adjustment (BOA)for a new three-year term beginning April 1st, 2026 through March 31st 2029.

VOTE: UNANIMOUS (5-0)

Clerk Coleman said that Mr. Hart had submitted his resignation from the Board of Adjustment (BOA) effective May 19, 2026. He said this resignation would create an additional vacancy and the Town Council could chose to select a replacement for Mr. Hart which would be effective June 1, 2026.

A **motion** was made by **Councilmember Zegerman,** and seconded by **Councilmember Gray,** to appoint William Gerherd to the Apex Board of Adjustment (BOA) for the unexpired term beginning June 1st, 2026 through December 31st, 2026.

VOTE: UNANIMOUS (5-0)

TC2 Appointments - Environmental Advisory Board (EAB)

Clerk Coleman said that eight (8) applications were received for the open positions on the Environmental Advisory Board (EAB) with the Town of Apex. He said one of the applicants was seeking reappointment while the other individuals would be considered new appointees to the EAB. He said similar to the item above, he would begin by stating the individuals requesting reappointment and recommended by the Mayor.

A **motion** was made by **Mayor Pro-Tempore Mahaffey,** and seconded by **Councilmember Gray,** to reappoint Mr. William "Bill" Jensen to the Apex Environmental Advisory Board (EAB) for a two-year term effective February 1st, 2026 through January 31st, 2028.

VOTE: UNANIMOUS (5-0)

Clerk Coleman said Sean Crowell was not seeking reappointment and his position was fully completed. He said the elected body previously submitted their nominations and Melissa Ripper had received a majority of the votes.

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: TOWN CLERK'S REPORT

Meeting Date: August 11, 2026

Item Details

Presenter(s): Allen Coleman, Town Clerk

Department(s): Town Clerk's Office

Requested Motion

Motion to confirm Umesh Pai as the Vice-Chair on the Board of Adjustment (BOA) for the Town of Apex effective July 1, 2026 through December 31, 2026. His Regular Member term remains unchanged (January 1, 2026 through December 31, 2028).

Approval Recommended?

Yes

Item Details

On June 16, 2026, the Board of Adjustment (BOA) members unanimously recommended the appointment of Mr. Umesh Pai to the position of Vice-Chair on the Board of Adjustment (BOA). Mr. Pai is the longest serving member next to the Chair. Mr. William Hart was serving as Vice-Chair until his resignation effective May 19, 2026 and Mr. Pai will replace him effective July 1, 2026. Mr. Pai's term does not change as the leadership appointments are only one-year terms.

The Town of Apex has two statutorily required resident advisory boards which are the Board of Adjustment (BOA) and the Planning Board. The Board of Adjustment (BOA) is charged with considering particular kinds of development issues that require special use permits or variances from the Town's Unified Development Ordinance (UDO). More specifically, the Board of Adjustment is responsible for the following as stated in Section 2.1.3 of the Town's Unified Development Ordinance (UDO):

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   - Applications for Variance Permits.
   - Applications for Special Use Permits.

b) Appeals. To review, hear, consider, and reverse or affirm, in whole or in part, or modify:

- Written orders, decisions, interpretations, requirements, or determinations of the Planning Director or other administrative officials charged with enforcement of any other ordinance that regulates land use or development
- Mast Subdivision Plans.
- Construction Plans
- Master Subdivision Final Plats.
- Soil Erosion and Sedimentation Control Plans.

c) Studies. To make studies of the resources, possibilities, and needs of the Town upon the authorization of the Town Council and to report its findings and recommendations with reference thereto, from time to time, to the Town Council.

The Board of Adjustment (BOA) consists of five (5) regular members and three (3) alternate members.

Attachments

- N/A

APEX 1873 NORTH CAROLINA

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: TOWN CLERK'S REPORT

Meeting Date: August 11, 2026

Item Details

Presenter(s): Allen Coleman, Town Clerk

Department(s): Town Clerk's Office

Requested Motion

A) Motion to appoint a Chair for the Culture and Arts Advisory Board (CAAB) for fiscal year 2026-2027, expiring June 30, 2027.

B) Possible motion to appoint a Vice-Chair for the Culture and Arts Advisory Board (CAAB) for fiscal year 2026-2027, expiring June 30, 2027.

Approval Recommended?

Yes

Item Details

The Culture and Arts Advisory Board (CAAB) became a standing Advisory Board effective July 1, 2025 and has almost completed its full first year since the name and scope change. During the regular Culture and Arts Advisory Board (CAAB) meeting on Monday, June 15, 2026, the Board unanimously recommended the appointment of Mr. Tom Colwell and Mrs. Susan Kirley to serve in the leadership roles for fiscal year 2026-27. A recording of this process is on the Town's YouTube Page (HERE) beginning at 30:48 meeting minute mark.

Mr. Tom Colwell has served as Chair of the Culture and Arts Advisory Board over the last year and previously served as the Chair of the Public Art Committee. He is eligible, and interested, in continuing to serve as Chair. Mr. Sean Durham served as Vice-Chair but has reached the maximum amount of eligible terms to serve on the Board and will be retiring effective June 30, 2026. As such CAAB has recommended Mrs. Susan Kirley to serve as Vice-Chair for the upcoming fiscal year (2026-27).

The Culture and Arts Advisory Board (CAAB) is responsible for increasing community awareness for various of art and building a vital and ever-expanding creative community. The CAAB is responsible for gathering public input through surveys, focus groups, meeting with civic groups, neighborhood groups, etc. and

liaising with Town Departments and other Town Resident Advisory Boards related to culture and arts initiatives.

Attachments

- N/A

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PUBLIC HEARING

Meeting Date: August 11, 2026

Item Details

Presenter(s): Dianne Khin, Director

Department(s): Planning

Requested Motion

PLEASE NOTE: APPLICANT HAS REQUESTED CONTNUANCE TO THURSDAY, SPETEMBER 10, 2026

Conduct a Public Hearing and consider a possible motion to adopt Ordinance on the Question of Annexation - Apex Town Council's intent to annex 3.03 +/- acres, located at 2412 Olive Chapel Road (PIN No. 0722-50-9118), Annexation No. 831, into the Town Corporate limits.

Approval Recommended?

Yes

Item Details

The annexation petition has been certified and a public hearing notice has been posted.

This annexation is not associated with a rezoning case at this time. The parcel is zoned as Rural Residential and currently in the Town's ETJ area. According to the Annexation Petition submitted, the applicant seeks the annexation primarily to obtain sewer services.

Please note, the applicant submitted a request to staff to continue this item until Thursday, September 10, 2026.

Attachments

- PH1-A1: Annexation Ordinance - Annexation No. 831 – 2412 Olive Chapel Road – 3.03 acres
- PH1-A2: Public Hearing Notice - Annexation No. 831 – 2412 Olive Chapel Road – 3.03 acres
- PH1-A3: Legal Description – Annexation No. 2412 Olive Chapel Road – 3.03 acres
- PH1-A4: Aerial Map – Annexation No. 2412 Olive Chapel Road – 3.03 acres
- PH1-A5: Plat Map – Annexation No. 2412 Olive Chapel Road – 3.03 acres
- PH1-A6: Annexation Petition – Annexation No. 2412 Olive Chapel Road – 3.03 acres

Media Contact:
Allen Coleman, Town Clerk to the Apex Town Council

FOR IMMEDIATE RELEASE

REVISED - PUBLIC NOTICE – PUBLIC HEARING

APEX, N.C. (July 1, 2026 (Original Publication), July 23, 2026 (**Revised**)) – The Town Council of Apex, North Carolina has scheduled a Public Hearing to be held at **6:00 p.m.** at Apex Town Hall, 73 Hunter Street, on the **11th day of August, 2026**, on the question of annexation of the following property requested by petition filed pursuant to G.S. 160A-31:

Annexation Petition No. 831
2412 Olive Chapel Road – 1.481 acres



The property owner/applicant has requested a continuance from August 11, 2026 to Thursday, September 10, 2026. The Town Council will consider the continuance request at the August 11, 2026 meeting.

Continued on next page

PUBLIC NOTICE – PUBLIC HEARING

Residents may submit written comments to the Town Council with attention marked to the Town Clerk Allen Coleman; P.O. Box 250; Apex, NC 27502 or by email at public public.hearing@apexnc.org. Please use subject line "Annexation Petition No. 831" and include your first and last name, your address, and your phone number in your written statements. Written comments will be accepted until 3:00 PM on Tuesday, August 11, 2026.

Members of the public can access and view the meeting on the Town's YouTube Channel https://www.youtube.com/c/TownofApexGov or attend in-person.

Anyone needing special accommodations to attend this meeting and/or if this information is needed in an alternative format, please contact the Town Clerk's Office. The Town Clerk is located at 73 Hunter Street in Apex Town Hall on the 2nd Floor, (email) allen.coleman@apexnc.org or (phone) 919-249-1260. We request at least 48 hours' notice prior to the meeting to make the appropriate arrangements.

Questions should be directed to the Town Clerk's Office.

###

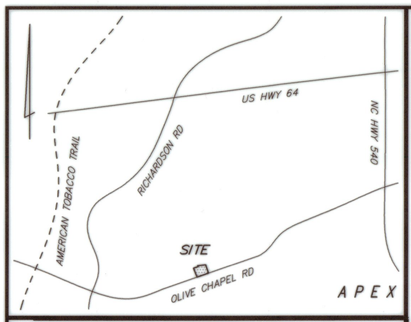
Smith & Smith Surveyors, P.A.
P.O. Box 457
Apex, N.C. 27502
(919) 362-7111
Firm License No. C-0155

Lying and being in Town of Apex ETJ, White Oak Township, Wake County, North Carolina and being described more fully as follows to wit:

BEGINNING at a point, the northeast corner of a 3.03 acre tract (B.M. 1980, Pg. 151), the southeast corner of a 4.39 acre tract (B.M. 1982, Pg. 24); thence a curve to the left South 14º 54' 26" East, 45.17 feet (chord), 324.66 feet (radius) to a point; thence South 19º 02' 40" East, 251.73 feet to a point; thence South 71º 00' 01" West, 399.49 feet to a point; thence North 21º 22' 18" West, 324.65 feet to a point; thence North 72º 41' 11" East, 155.49 feet to a point; thence North 17º 59' 08" West, 35.64 feet to a point; thence North 83º 42' 57" East, 266.43 feet to a point and place of BEGINNING, containing 3.03 acres more or less. The above-described tract of land includes that portion within the right of way of Olive Chapel Road (NCSR 1160).

This description was prepared for the sole purpose of annexation of a municipal boundary and for no other use.


Annexation #831
Linden Lot 22
Linden Grove Ln
Olive Chapel Rd
Bergen Ave
0
200
400
Feet
June 2026
February 2026 Aerial
Photography Prepared by: Town of Apex Planning Department



VICINITY MAP (NOT TO SCALE)

I, STALEY C. SMITH , CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION ~~FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION~~ AS RECORDED IN:

D.B. 19389, PG. 588
B.M. 1982, PG. 24
B.M. 1980, PG. 151

THIS MAP OR PLAT IS EXEMPT FROM THE REQUIREMENTS OF G.S. 47-30 PURSUANT TO G.S. 47-30(j).

WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER, AND SEAL THIS 16TH DAY OF JUNE, A.D., 2026.

NORTH CAROLINA PROFESSIONAL SEAL L-3766 LAND SURVEYOR STALEY C. SMITH

Staley C. Smith
Professional Land Surveyor
L-3766
License Number

SURVEYOR NOTES:

1. THE PROPERTY SHOWN HEREON MAY BE SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RIGHTS OF WAY, AND EASEMENTS OF RECORD.
2. NO TITLE SEARCH HAS BEEN PERFORMED BY THIS FIRM DURING THE COURSE OF THIS SURVEY.
3. THIS SURVEYOR DOES NOT CERTIFY TO THE EXISTENCE OR NON-EXISTENCE OF ANY UNDERGROUND UTILITIES, BURIAL GROUNDS, OR ANY SUBSURFACE FEATURES THAT MAY OR MAY NOT BE PRESENT ON THIS SITE.
4. ALL DISTANCES ARE HORIZONTAL U.S. SURVEY FOOT UNIT GROUND MEASUREMENTS.
5. AREA DETERMINED USING THE COORDINATE GEOMETRY METHOD.
6. CURRENT PROPERTY ZONING: RR (RURAL RESIDENTIAL)
7. SUBJECT PROPERTY ADDRESS: 2412 OLIVE CHAPEL RD APEX, NC 27502

(5) B.M. 2019, PG. 1362
(4) B.M. 2019, PG. 1362
(1) B.M. 2019, PG. 1362
50' INTERMITTENT STREAM BUFFER B.M. 2019, PG. 1362
RESOURCE CONSERVATION EASEMENT B.M. 2019, PG. 1362
20' TYPE "B" PERIMETER BUFFER B.M. 2019, PG. 1362

LINDEN GROVE LANE
60' PUBLIC R/W
B.M. 2019, PG. 1362

ASTER COURT
50' PUBLIC R/W
B.M. 2022, PG. 18

(204) B.M. 2022, PG. 18

LINDEN HOMEOWNERS ASSOCIATION, INC.
D.B. 19360, PG. 946 ~ TRACT ONE
B.M. 2019, PG. 1362
ANNEXATION # 620
B.M. 2018, PG. 231

OPEN SPACE 2
B.M. 2019, PG. 1362

ZION LAND MANAGEMENT, LLC
D.B. 19389, PG. 588 ~ TRACT TWO
B.M. 1982, PG. 24

50' INTERMITTENT STREAM BUFFER B.M. 2019, PG. 1362
VARIABLE WIDTH PUBLIC STORM DRAINAGE EASEMENT B.M. 2019, PG. 1362
50' INTERMITTENT STREAM BUFFER B.M. 2019, PG. 1362
10' X 70' SIGHT DISTANCE TRIANGLE B.M. 2019, PG. 1362
20' TOWN OF APEX UTILITY EASEMENT B.M. 2019, PG. 1362
TOWN OF APEX CORPORATE LIMITS B.M. 2018, PG. 231
IN OUT

MAP NORTH
B.M. 1982, PG. 24

OPEN SPACE 3
B.M. 2022, PG. 18

(203) B.M. 2022, PG. 18
(202) B.M. 2022, PG. 18
(201) B.M. 2022, PG. 18

OPEN SPACE 1
B.M. 2019, PG. 1362

10' X 70' SIGHT DISTANCE TRIANGLE B.M. 2019, PG. 1362

TOWN OF APEX CORPORATE LIMITS B.M. 2018, PG. 231

ANNEXATION # _____

I, ALLEN COLEMAN, CMC, NCCCC, TOWN CLERK , Apex, North Carolina certify this is a true and exact map of annexation adopted the _____ day of _____ , 2026, by the Town Council. I set my hand and seal of the Town of Apex, _____ , 2026.

ALLEN COLEMAN, CMC, NCCCC, TOWN CLERK

(3) KELLY HUNTER DRISCOLL, ET VIR
D.B. 18537, PG. 2452
B.M. 1982, PG. 24

50 0 25 50 100
U.S. SURVEY FEET
1 inch = 50 ft.

266.43' N 83°42'57" E
N 17°59'08" W 35.64'
155.49' N 72°41'11" E
S 14°54'26" E CH=45.17' R=324.66'
S 19°02'40" E 251.73'

(2) PITTSBORO HOME RENTALS, LLC
D.B. 19486, PG. 2220
B.M. 1982, PG. 24

ZION LAND MANAGEMENT, LLC
D.B. 19389, PG. 588 ~ TRACT ONE
B.M. 1980, PG. 151

3.03 ACRES TOTAL ANNEXED
NOT A PHYSICAL SURVEY

THIS MAP WAS PREPARED FOR THE SOLE PURPOSE OF ANNEXATION OF A MUNICIPAL BOUNDARY. THIS MAP SHOULD NOT BE USED TO TRANSFER PROPERTY SHOWN HEREON.

N 21°22'18" W 324.65' BEARING BASIS

2412

S 71°00'01" W 399.49'

SEARS
D.B. 2984, PG. 137

DORTCH, ET UX
D.B. 17304, PG. 2622
ANNEXATION # 214
B.M. 1997, PG. 877

TOWN OF APEX CORPORATE LIMITS B.M. 1997, PG. 877

OLIVE CHAPEL ROAD
PUBLIC R/W ~ NCSR 1160

FRANK A. FOSTER
REBECCA COPELAND
D.B. 17659, PG. 494
B.M. 1993, PG. 481

RR CAPITAL GROUP LLC
D.B. 19470, PG. 665

Legend
R/W - Right Of Way (Approximate)
PIN - Parcel Identification Number
ETJ - Extraterritorial Jurisdiction
NCSR - North Carolina Secondary Road
2412 - Street Address (Typical)
Property Line / Annexation Line (not surveyed)
Property Line (not surveyed)
Approximate Right Of Way Line (not surveyed)
Existing Town of Apex Corporate Limits (not surveyed)

ANNEXATION MAP for the TOWN OF APEX
ZION LAND MANAGEMENT, LLC
TOWN APEX ETJ, WHITE OAK TOWNSHIP, WAKE COUNTY, NC

LISTED OWNER
(NOT A TITLE VERIFICATION)
ZION LAND MANAGEMENT, LLC
200 FRANCONIA WAY
APEX, NC 27502

PIN 0722-50-9118

Smith & Smith, Surveyors, P.A.
P.O. BOX 457
APEX, N.C. 27502
(919) 362-7111
FIRM LICENSE No. C-0155

PLAN DATE JUNE 8, 2026
SCALE 1" = 50'
DRAWN BY WBH
PROJECT NO. 2023-88

PETITION FOR VOLUNTARY ANNEXATION
Town of Apex, North Carolina

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

ANNEXATION FEE: $300; $200.00 for well/septic failure

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

HARD COPY SUBMITTAL REQUIREMENTS:

- Town of Apex Petition for Annexation with original wet ink signatures. No photocopies or scanned images.
- Petition Fee by one of the following forms of payment:
  - Visa or Master Card (online only);
  - In person: Cash (exact amount only); or
  - Check payable to 'Town of Apex'

ELECTRONIC SUBMITTAL REQUIREMENTS: GEOCIVIX (IDT)

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

REVIEW AND APPROVAL PROCESS:

- **SUBMITTAL:** Submit hard copy application with original wet signatures (no photo copies or scanned images) and fee to the Planning Department and upload an electronic copy of the application, legal description and Annexation Plat via GeoCivix.
- **REVIEW BY STAFF:** The Planning Department and Development Services Department review the annexation submission. Comments will be sent to the applicant via email.
- **DESIGNATION OF ANNEXATION NUMBER:** The application is assigned an annexation number once the annexation petition is received.
- **ANNEXATION PLAT SUBMISSION:** After the map and legal description are deemed sufficient by the Town of Apex, the applicant is required to submit three (3) 18"x24" Mylar annexation plats to the Planning Department by the due date on the attached Annexation Schedule.
- **1ST TOWN COUNCIL MEETING:** This Town Council Meeting is typically held the second Tuesday of each month. The Town Council will pass a resolution directing the Town Clerk to investigate the annexation petition. The Town Clerk will present to the Town Council a Certificate of Sufficiency indicating that the annexation petition is complete. A resolution setting the date of the public hearing is then approved.
- **LEGAL ADVERTISEMENT:** A legal advertisement will be published on the Town of Apex's website no more than 25 days and no less than 10 days prior to the date of the public hearing.
- **2ND TOWN COUNCIL MEETING/PUBLIC HEARING:** This Town Council Meeting is typically held the fourth Tuesday of each month. The Town Council will either adopt or deny an ordinance to extend the corporate limits of the Town of Apex.
- **RECORDATION:** If the annexation is approved by the Town Council, the Town Clerk will have the Annexation Plats recorded at the Wake County or Chatham County Register of Deeds, as appropriate. Wake County or Chatham County will keep one of the recorded plats, one copy will be returned to the Planning Department, and the surveying company is given the remaining recorded Annexation Plat.

FOR WELL AND/OR SEPTIC FAILURES:

If the purpose of the petition is to connect to public water and/or sewer, contact Water Resources Program Coordinator Jessica Sloan at 919-372-7478 or jessica.sloan@apexnc.org to confirm that public water and/or sewer is available to the property. In order to receive public water and/or sewer services from the Town of Apex, refer to the checklist of items below to assist with obtaining one or both of these services:

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

Please refer to the Town of Apex Fee Schedule for the list of current fees.

Petition for Voluntary Annexation

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

Application #: 831 Submittal Date: 5-6-2026

Fee Paid $ 300.00 Check # CC

To The Town Council Apex, North Carolina

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

Owner Information

ZION LAND MANAGEMENT, LLC — Owner Name (Please Print)

0722509118 — Property PIN or Deed Book & Page #

919-602-0147 — Phone

admin@zionlm.com — 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: SMITH & SMITH SURVEYORS P.A.

Phone: 919-362-7111 Fax: —

E-mail Address: bene@smithandsmithsurveyors.net

Annexation Summary Chart

Property Information		Reason(s) for annexation (select all that apply)	
Total Acreage to be annexed:	3.03	Need water service due to well failure	☐
Population of acreage to be annexed:	6	Need sewer service due to septic system failure	☐
Existing # of housing units:	1	Water service (new construction)	☐
Proposed # of housing units:	1	Sewer service (new construction)	☑
Zoning District*:	RR	Receive Town Services	☐

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

Petition for Voluntary Annexation

Application #: _____ Submittal Date: _____

Complete If Signed By Individuals:

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

Please Print	Signature
Please Print	Signature
Please Print	Signature
Please Print	Signature

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

_____
Notary Public

SEAL

My Commission Expires: _____

Complete If A Corporation:

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

Corporate Name _____

SEAL

By: _____
President (Signature)

Attest:

_____
Secretary (Signature)

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

_____
Notary Public

SEAL

My Commission Expires: _____

Petition for Voluntary Annexation

Application #: _____ Submittal Date: _____

Complete If In A Limited Liability Company

In witness whereof, ZION LAND MANAGEMENT a limited liability company, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this the 5TH day of MAY, 2026.

Name of Limited Liability Company ZION LAND MANAGEMENT, LLC

By: _____
Signature of Member/Manager

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, BENJAMIN S. SMITH, a Notary Public for the above State and County, this the 5TH day of MAY, 2026.

_____
Notary Public

SEAL

BENJAMIN S SMITH NOTARY PUBLIC WAKE COUNTY, NC

My Commission Expires: 10/6/30

Complete If In A Partnership

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

Name of Partnership _____

By: _____
Signature of General Partner

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

_____
Notary Public

SEAL

My Commission Expires: _____

FOR APPLICANT USE ONLY
PLEASE DO NOT INCLUDE THIS CHECKLIST WITH YOUR APPLICATION SUBMITTAL

COMMON ACRONYMS/DEFINITIONS			
GeoCivix (IDT)	Electronic Plan Review	UDO	Town's Unified Development Ordinance
TOA	Town of Apex	NCDEQ	North Carolina Dept. of Environmental Quality
RCA	Resource Conservation Area	DDM	Design & Development Manual

CONTACT INFORMATION			
Planning Department	(919) 249-3426	Water Resources (Utilities)	(919) 372-7478
Development Services	(919) 249-3394	Clerk's Office	(919) 249-1260

#	REQUIRED PLAT ITEMS
1	The exact boundary lines of the area to be annexed fully dimensioned by lengths and bearings, and the location of intersecting boundary lines of existing town limits, labeled and distinctly marked. Include full right-of-way if the area on both sides is or will be in the corporate limits.
2	Show and label any utility easements with metes and bounds.
3	Accurate locations and descriptions of all monuments, markers, and control points.
4	Ultimate right-of-way widths on all streets.
5	Entitle "ANNEXATION MAP for the TOWN OF APEX" or "SATELLITE ANNEXATION MAP for the TOWN OF APEX", as appropriate.
6	Name of property owner.
7	Name, seal, and registration of Professionally Licensed Surveyor (PLS).
8	Date of the survey and map preparation; a north arrow indicating whether the index is true magnetic North Carolina grid (NAD 83 of NAD 27) or deed; graphic scale; and declination.
9	Names of the township, county, and state.
10	A detailed vicinity map.
11	Include address of property if assigned.
12	Show all contiguous or non-contiguous town limits.
13	The following certification must be placed on the map near a border to allow the map to be sealed: Annexation # _____ I, Allen Coleman, CMC, NCCCC, Town Clerk, Apex, North Carolina certify this a true and exact map of annexation adopted the _____ day of _____, 20___, by the Town Council. I set my hand and seal of the Town of Apex, _____. Day/Month/Year _____ Allen Coleman, CMC, NCCCC, Town Clerk -Seal-
14	Leave 2 inch by 2 inch space for the Wake County or Chatham County Register of Deeds stamp on the plat. All final plats must be stamped and signed before they can be accepted by the Town.

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PUBLIC HEARING

Meeting Date: August 11, 2026

Item Details

Presenter(s): Thomas Rayle, Planner II

Department(s): Planning

Requested Motion

Please note, this annexation will be heard with Rezoning Case No. 26CZ04 – 2913 Evans Road.

Conduct a Public Hearing and consider a possible motion to adopt an ordinance on the Question of Annexation - Apex Town Council's intent to annex 0.570 +/- acres, located at 2913 Evans Road (PIN No. 0721-82-0001), Annexation No. 828, into the Town Corporate limits.

Approval Recommended?

Yes

Item Details

The annexation petition has been certified and a public hearing notice has been posted.

This annexation is associated with an upcoming Rezoning Case No. 26CZ04, submitted on March 31, 2026. The applicant requests the parcel to be rezoned from Rural Agricultural (RA) to Medium Density (MD) for this single parcel.

Attachments

- PH2-A1: Annexation Ordinance – Annexation No. 2913 Evans Road – 0.570 acres
- PH2-A2: Public Hearing Notice – Annexation No. 2913 Evans Road – 0.570 acres
- PH2-A3: Legal Description – Annexation No. 2913 Evans Road – 0.570 acres
- PH2-A4: Aerial Map – Annexation No. 2913 Evans Road – 0.570 acres
- PH2-A5: Plat Map – Annexation No. 2913 Evans Road – 0.570 acres
- PH2-A6: Annexation Petition – Annexation No. 2913 Evans Road – 0.570 acres

Media Contact:
Allen Coleman, Town Clerk to the Apex Town Council

FOR IMMEDIATE RELEASE

PUBLIC NOTICE – PUBLIC HEARING

APEX, N.C. (July 1, 2026) – The Town Council of Apex, North Carolina has scheduled a Public Hearing to be held at **6:00 p.m.** at Apex Town Hall, 73 Hunter Street, on the **11th day of August, 2026**, on the question of annexation of the following property requested by petition filed pursuant to G.S. 160A-31:

Annexation Petition No. 828
2913 Evans Road – 0.570 acres



Continued on next page

PUBLIC NOTICE – PUBLIC HEARING

Residents may submit written comments to the Town Council with attention marked to the Town Clerk Allen Coleman; P.O. Box 250; Apex, NC 27502 or by email at public public.hearing@apexnc.org. Please use subject line "Annexation Petition No. 828" and include your first and last name, your address, and your phone number in your written statements. Written comments will be accepted until 3:00 PM on Tuesday, August 11, 2026.

Members of the public can access and view the meeting on the Town's YouTube Channel https://www.youtube.com/c/TownofApexGov or attend in-person.

Anyone needing special accommodations to attend this meeting and/or if this information is needed in an alternative format, please contact the Town Clerk's Office. The Town Clerk is located at 73 Hunter Street in Apex Town Hall on the 2nd Floor, (email) allen.coleman@apexnc.org or (phone) 919-249-1260. We request at least 48 hours' notice prior to the meeting to make the appropriate arrangements.

Questions should be directed to the Town Clerk's Office.

###

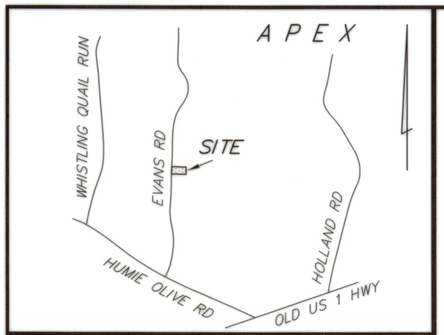
Smith & Smith Surveyors, P.A.
P.O. Box 457
Apex, N.C. 27502
(919) 362-7111
Firm License No. C-0155

Lying and being in Town of Apex ETJ, Buckhorn Township, Wake County, North Carolina and being described more fully as follows to wit:

BEGINNING at an existing iron pipe being a western corner of Bella Casa Homeowners Association in the southern property line of Jo Ella Harris; thence the following two (2) property lines with Bella Casa Homeowners Association, South 01º 47' 05" West, 101.45 feet to an existing iron pipe and North 87º 54' 47" West, 200.58 feet to an existing 1 inch square tube; thence North 02º 03' 12" East, 22.82 feet to a point; thence North 88º 05' 18" West, 60.07 feet to a point; thence North 02º 06' 12" East, 77.20 feet to a point; thence South 88º 16' 05" East, 260.12 feet to the point and place of BEGINNING, containing 0.570 acre more or less. The above-described tract of land is all of Wake County PIN 0721-82-0001 and also included is that portion within the right-of-way of Evans Road (NCSR 1147).

This description was prepared for the sole purpose of annexation of a municipal boundary and for no other use.


Annexation #828
Evans Rd
Amalfi Pl
Terrmini Dr
Manors at
Bella Casa
June 2026
February 2026 Aerial
Photography Prepared by: Town of Apex Planning Department
0
100
200
Feet



VICINITY MAP (NOT TO SCALE)

SURVEYOR NOTES:

1. THE PROPERTY SHOWN HEREON MAY BE SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RIGHTS OF WAY, AND EASEMENTS OF RECORD.
2. NO TITLE SEARCH HAS BEEN PERFORMED BY THIS FIRM DURING THE COURSE OF THIS SURVEY.
3. THIS SURVEYOR DOES NOT CERTIFY TO THE EXISTENCE OR NON-EXISTENCE OF ANY UNDERGROUND UTILITIES, BURIAL GROUNDS, OR ANY SUBSURFACE FEATURES THAT MAY OR MAY NOT BE PRESENT ON THIS SITE.
4. ALL DISTANCES ARE HORIZONTAL U.S. SURVEY FOOT UNIT GROUND MEASUREMENTS.
5. AREA DETERMINED USING THE COORDINATE GEOMETRY METHOD.
6. CURRENT PROPERTY ZONING: RR (RURAL RESIDENTIAL)
7. SUBJECT PROPERTY ADDRESS: 2913 EVANS RD APEX, NC 27502

I, STALEY C. SMITH , CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION AS RECORDED IN:

D.B. 18899, PG. 1608

THIS MAP OR PLAT IS EXEMPT FROM THE REQUIREMENTS OF G.S. 47-30 PURSUANT TO G.S. 47-30(j).

WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER, AND SEAL THIS 10TH DAY OF JUNE, A.D., 2026.

NORTH CAROLINA PROFESSIONAL SEAL L-3766 LAND SURVEYOR STALEY C. SMITH

Staley C Smith
Professional Land Surveyor

L-3766
License Number

ANNEXATION # _____

I, ALLEN COLEMAN, CMC, NCCCC, TOWN CLERK , Apex, North Carolina certify this is a true and exact map of annexation adopted the _____ day of _____ , 2026, by the Town Council. I set my hand and seal of the Town of Apex, _____ , 2026.

ALLEN COLEMAN, CMC, NCCCC, TOWN CLERK

PINE INVESTMENTS LLC
D.B. 19885, PG. 492
PIN 0721-72-6004
ANNEXATION # 494 ~ B.M. 2013, PG. 1250

JO ELLA HARRIS
D.B. 13465, PG. 1658
PIN 0721-82-0104
ANNEXATION # 540 ~ B.M. 2015, PG. 1018

MAP NORTH
B.M. 2014, PG. 1509

NAIL FOUND AT BASE OF DISTURBED EIP

TOWN OF APEX CORPORATE LIMITS ~ B.M. 2015, PG. 1018

60.00'

260.12' TOTAL
S 88°16'05" E
200.12'

(IN)
(OUT)

EIP

TOWN OF APEX CORPORATE LIMITS B.M. 2013, PG. 1250

(IN)
(OUT)

N 02°06'12" E
77.20'

ANNEXATION AREA "B"
= 0.106 ACRE
(4,640 SQ. FT.)

77.39'
N 02°03'12" E
100.21' TOTAL

2913

ANNEXATION AREA "A"
= 0.464 ACRE
(20,200 SQ. FT.)
(IMPROVEMENTS NOT SHOWN)

TOWN OF APEX CORPORATE LIMITS ~ B.M. 2014, PG. 1509
101.45'
S 01°47'05" W
BEARING BASIS

10' TYPE "B" LANDSCAPE BUFFER & RCA
B.M. 2018, PG. 1777

BELLA CASA HOMEOWNERS ASSOCIATION
D.B. 17917, PG. 286
B.M. 2018, PG. 1777
PIN 0721-82-1045
ANNEXATION # 520 ~ B.M. 2014, PG. 1509

(IN)
(OUT)

60.07'
N 88°05'18" W

22.82'

LARRY HARRIS, SR.
HARRIS FAMILY TRUST
D.B. 19156, PG. 553
PIN 0721-71-6804

EVANS ROAD
60' PUBLIC R/W ~ NCSR 1147
NCDOT PROJECT # 6.4020481
D.B. 3042, PG. 910 (1982)

EXISTING 1" SQUARE TUBE

TOWN OF APEX CORPORATE LIMITS ~ B.M. 2016, PG. 231

200.58'
N 87°54'47" W

(OUT)
(IN)

10' TYPE "B" LANDSCAPE BUFFER & RCA
B.M. 2018, PG. 1777

EIP

TOWN OF APEX CORPORATE LIMITS
(OUT)
(IN)

COMMON AREA #1
B.M. 2018, PG. 1777

AMALFI PLACE
50' PUBLIC R/W
B.M. 2018, PG. 1777

10' TYPE "D" LANDSCAPE BUFFER & RCA
B.M. 2018, PG. 1777

(OUT)
(IN)

SEAN CORDOVA
KIMBERLY C. CORDOVA
D.B. 18367, PG. 2500
B.M. 2018, PG. 1777
PIN 0721-71-9835

DUANE R. HENNION
MELIA K. HENNION
D.B. 17615, PG. 2240
B.M. 2018, PG. 1777
PIN 0721-81-0824

LEGEND

EIP - ● - Existing Iron Pipe
- X - Monument Not Found or Set
RCA - Resource Conservation Area
R/W - Right Of Way (Approximate)
PIN - Parcel Identification Number
NCSR - North Carolina Secondary Road
ETJ - Extraterritorial Jurisdiction
NCDOT - North Carolina Department of Transportation
1209 - Street Address (Typical)

Property Line (not surveyed)
Property Line (not surveyed)
Approximate Right Of Way Line (not surveyed)
Buffer / RCA Line (not surveyed)
Existing Town of Apex Corporate Limits (not surveyed)

0.570 ACRE TOTAL ANNEXED
NOT A PHYSICAL SURVEY

THIS MAP WAS PREPARED FOR THE SOLE PURPOSE OF ANNEXATION OF A MUNICIPAL BOUNDARY.
THIS MAP SHOULD NOT BE USED TO TRANSFER PROPERTY SHOWN HEREON.

20 0 10 20 40 80
U.S. SURVEY FEET
1 inch = 20 ft.

ANNEXATION MAP FOR THE TOWN OF APEX

ZION LAND MANAGEMENT, LLC

TOWN OF APEX ETJ, BUCKHORN TOWNSHIP, WAKE COUNTY, NORTH CAROLINA

LISTED OWNER
(NOT A TITLE VERIFICATION)
ZION LAND MANAGEMENT, LLC
200 FRANCONIA WAY
APEX, NC 27502

PIN 0721-82-0001

Smith & Smith, Surveyors, P.A.
P.O. BOX 457
APEX, N.C. 27502
(919) 362-7111
FIRM LICENSE No. C-0155

DATE MARCH 26, 2026
SCALE 1" = 20'
DRAWN BY WBH
PROJECT NO. 2022-20AN

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 #: 828 Submittal Date: 3-17-2026

Fee Paid $ 200.00 Check # 1063

To The Town Council Apex, North Carolina

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

Owner Information

Zion Land Management
Owner Name (Please Print)

0721820001
Property PIN or Deed Book & Page #

~~Phone~~

~~E-mail Address~~

Noah Holmes
Owner Name (Please Print)

~~Property PIN or Deed Book & Page #~~

919-592-3512
Phone

nh7@firmfaith.net
E-mail Address

Cynthia Holmes
Owner Name (Please Print)

~~Property PIN or Deed Book & Page #~~

Anthony Holmes
~~Phone~~

~~E-mail Address~~

Surveyor Information

Surveyor: Smith and Smith Surveyors

Phone: 919-362-7111 Fax:

E-mail Address: ben@smithandsmithsurveyors.net

Annexation Summary Chart

Property Information		Reason(s) for annexation (select all that apply)	
Total Acreage to be annexed:	.570 ~~.4637~~	Need water service due to well failure	☐
Population of acreage to be annexed:	1	Need sewer service due to septic system failure	☐
Existing # of housing units:	1	Water service (new construction)	☒
Proposed # of housing units:	2	Sewer service (new construction)	☒
Zoning District*:	RR	Receive Town Services	☒

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

PETITION FOR VOLUNTARY ANNEXATION

Application #: 828 Submittal Date: 3-17-2026

COMPLETE IF IN A LIMITED LIABILITY COMPANY

In witness whereof, Zion Land Management a limited liability company, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this the 17 day of March, 2026.

Name of Limited Liability Company Zion Land Management

By: Noah Holmes
Signature of Member/Manager

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Tonya W. Proctor, a Notary Public for the above State and County, this the 17 day of March, 2026.

Tonya W. Proctor
Notary Public

SEAL

TONYA W PROCTOR NOTARY PUBLIC WAKE COUNTY, NC

My Commission Expires: 1-13-2029

COMPLETE IF IN A PARTNERSHIP

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

Name of Partnership _____

By: _____
Signature of General Partner

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

_____
Notary Public

SEAL

My Commission Expires: _____

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PUBLIC HEARING

Meeting Date: August 11, 2026

Item Details

Presenter(s): Thomas Rayle, Planner II

Department(s): Planning

Requested Motion

Please note, this Rezoning Case is associated with Annexation No. 828 – 2913 Evans Road (PH2)

Public hearing and possible motion concerning Rezoning Application No. 26CZ04 2913 Evans Road. The applicant, Noah Holmes, seeks to rezone approximately 0.46 acres from Rural Residential (RR) to Medium Density Residential-Conditional Zoning (MD-CZ). The proposed rezoning is located at 2913 Evans Road.

Approval Recommended?

The Planning Department recommends approval with the following additional condition:

> Developer shall extend curb and 5-foot concrete sidewalk from the existing terminus south of the property to the north terminus of the property frontage along Evans Road based on a 27-foot back-to-back minor collector street section on a 60-foot dedicated public right of way.

The Planning Board held a Public Hearing on July 13, 2026 and unanimously voted to recommend approval of the rezoning with the additional condition as recommended by staff.

Item Details

The property to be rezoned is identified as PIN 0721820001.

Attachments

- PH3-A1: Staff Report - Rezoning Case No. 26CZ04 - 2913 Evans Road
  - Application
- PH3-A2: Planning Board Report to Town Council - Rezoning Case No. 26CZ04 - 2913 Evans Road

All property owners, tenants, and neighborhood associations within 500 feet of this rezoning have been notified per UDO Sec. 2.2.11 *Public Notification*.

BACKGROUND INFORMATION:

Location: 2913 Evans Rd
Applicant: Noah Holmes
Owner: Zion Land Management, LLC

PROJECT DESCRIPTION:

Acreage: ± 0.46 acres
PIN: 0721820001
Current Zoning: Rural Residential (RR)
Proposed Zoning: Medium Density Residential-Conditional Zoning (MD-CZ)
2045 Land Use Map: Medium Density Residential
Town Limits: ETJ

Adjacent Zoning & Land Uses:

	Zoning	Land Use
North:	Rural Residential (RR)	Single-family residential
South:	Medium Density Residential-Conditional Zoning (MD-CZ #15CZ19)	Single-family residential (Manors at Bella Casa subdivision)
East:	Medium Density Residential-Conditional Zoning (MD-CZ #14CZ11)	Open Space (Manors at Bella Casa subdivision)
West:	Rural Residential (RR)	Evans Road; Single-family residential; Vacant

Existing Conditions:

The property is located on the east side of Evans Road approximately 160 feet north of the intersection with Amalfi Place. The 0.46 acre property includes a single-family home and two accessory structures.

Neighborhood Meeting:

The applicant conducted two neighborhood meetings on March 23, 2026, and June 22, 2026. Both neighborhood meeting reports are attached to this staff report.

WCPSS Coordination:

A Letter of Impact from Wake County Public School System (WCPSS) was received for this rezoning and is included in the staff report packet. WCPSS indicated that schools at the middle school and high school grade levels within the current assignment area for the proposed rezoning are anticipated to have insufficient capacity for future students. Transportation to schools outside of the current assignment area should be anticipated. School reassignments within the next five years may address concerns at the middle school grade level as there are no plans for school expansion or construction within the next five years.

2045 Land Use Map:
The 2045 Land Use Map classifies the subject property as Medium Density Residential. The proposed rezoning to Medium Density Residential-Conditional Zoning (MD-CZ) is consistent with that land use classification.

PROPOSED ZONING CONDITIONS:

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

1. **Permitted Uses:**
   a. Single-Family
   b. Accessory Apartment

2. **Architectural:**
   a. Vinyl siding is not permitted; however, vinyl windows, decorative elements and trim are permitted.
   b. The roof shall be pitched at 5:12 or greater.
   c. Garage doors shall have windows, decorative details, or carriage-style adornments on them.
   d. The rear and side elevations of the units that can be seen from the right-of-way shall have trim around the windows.

ENVIRONMENTAL ADVISORY BOARD:
This rezoning was exempt from meeting with the Apex Environmental Advisory Board (EAB) per UDO Section 2.1.9.

HOUSING STAFF RECOMMENDATION:
Housing Staff did not recommend an affordable housing condition to be included with this rezoning due to the limited size of the rezoning.

HISTORIC STRUCTURES:
There are no known historic structures present on the property.

TRANSPORTATION NOTES:
The proposed rezoning is exempt from frontage improvements per UDO Section 7.5.1.B *Required Improvements, Exemptions*. Therefore, Transportation & Infrastructure Development staff recommends a condition for extension of curb and sidewalk to avoid potential future impacts if and when a public project for sidewalk construction is initiated along Evans Road. The recommended condition is as follows:

> Developer shall extend curb and 5-foot concrete sidewalk from the existing terminus south of the property to the north terminus of the property frontage along Evans Road based on a 27-foot back-to-back minor collector street section on a 60-foot dedicated public right of way.

The applicant was informed of staff's recommendation and has not yet agreed to the condition.

PLANNING STAFF RECOMMENDATION:
Planning staff recommends approval of Rezoning #26CZ04 with the addition of the staff recommended condition:

> Developer shall extend curb and 5-foot concrete sidewalk from the existing terminus south of the property to the north terminus of the property frontage along Evans Road based on a 27-foot back-to-back minor collector street section on a 60-foot dedicated public right of way.

PLANNING BOARD RECOMMENDATION:
Planning Board held a public hearing on July 13, 2026 for Rezoning #26CZ04 and unanimously voted to recommend approval of Rezoning #26CZ04 with the additional condition as proposed by staff.

ANALYSIS STATEMENT OF THE REASONABLENESS OF THE PROPOSED REZONING:
This Statement will address consistency with the Town's comprehensive and other applicable plans, reasonableness, and effect on public interest:

> The 2045 Land Use Map classifies the subject properties as Medium Density Residential. The proposed rezoning to Medium Density Residential-Conditional Zoning (MD-CZ) is consistent with that land use classification.
>
> The proposed rezoning is reasonable and in the public interest because the proposed rezoning provides stricter architectural conditions than the UDO requires and allows the property to be developed in a manner that is consistent with the residential character of the area.

CONDITIONAL ZONING STANDARDS:
The Town Council shall find the MD-CZ designation demonstrates compliance with the following standards. 2.3.3.F:

Legislative Considerations
The applicant shall propose site-specific standards and conditions that take into account the following considerations, which are considerations that are relevant to the legislative determination of whether or not the proposed conditional zoning district rezoning request is in the public interest. These considerations do not exclude the legislative consideration of any other factor that is relevant to the public interest.

1) *Consistency with 2045 Land Use Map.* The proposed Conditional Zoning (CZ) District use's appropriateness for its proposed location and consistency with the purposes, goals, objectives, and policies of the 2045 Land Use Map.
2) *Compatibility.* The proposed Conditional Zoning (CZ) District use's appropriateness for its proposed location and compatibility with the character of surrounding land uses.
3) *Zoning district supplemental standards.* The proposed Conditional Zoning (CZ) District use's compliance with Sec 4.4 *Supplemental Standards,* if applicable.
4) *Design minimizes adverse impact.* The design of the proposed Conditional Zoning (CZ) District use's minimization of adverse effects, including visual impact of the proposed use on adjacent lands; and avoidance of significant adverse impacts on surrounding lands regarding trash, traffic, service delivery, parking and loading, odors, noise, glare, and vibration and not create a nuisance.

5) *Design minimizes environmental impact.* The proposed Conditional Zoning District use's minimization of environmental impacts and protection from significant deterioration of water and air resources, wildlife habitat, scenic resources, and other natural resources.

6) *Impact on public facilities.* The proposed Conditional Zoning (CZ) District use's avoidance of having adverse impacts on public facilities and services, including roads, potable water and wastewater facilities, parks, schools, police, fire and EMS facilities.

7) *Health, safety, and welfare.* The proposed Conditional Zoning (CZ) District use's effect on the health, safety, or welfare of the residents of the Town or its ETJ.

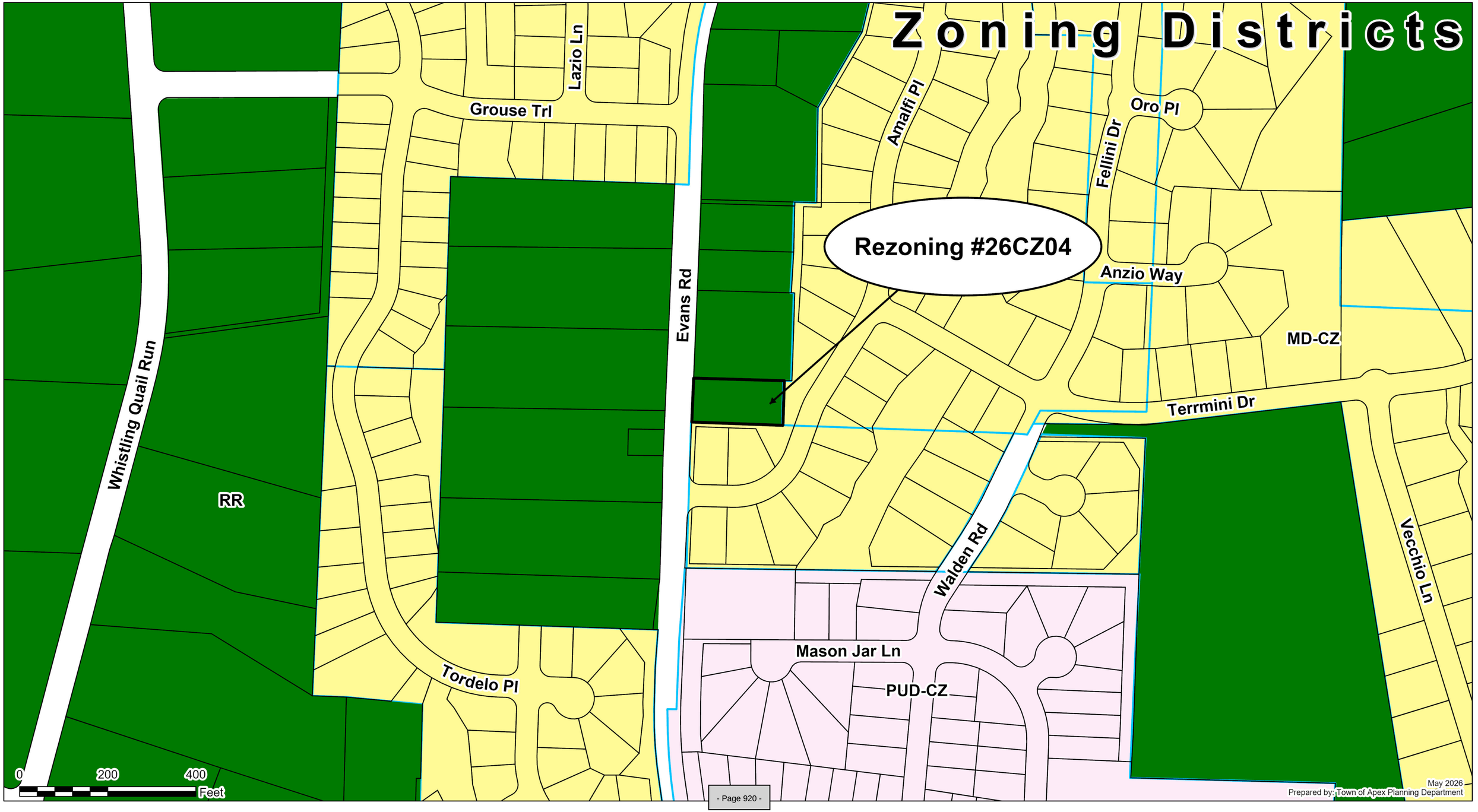
8) *Detrimental to adjacent properties.* Whether the proposed Conditional Zoning (CZ) District use is substantially detrimental to adjacent properties.

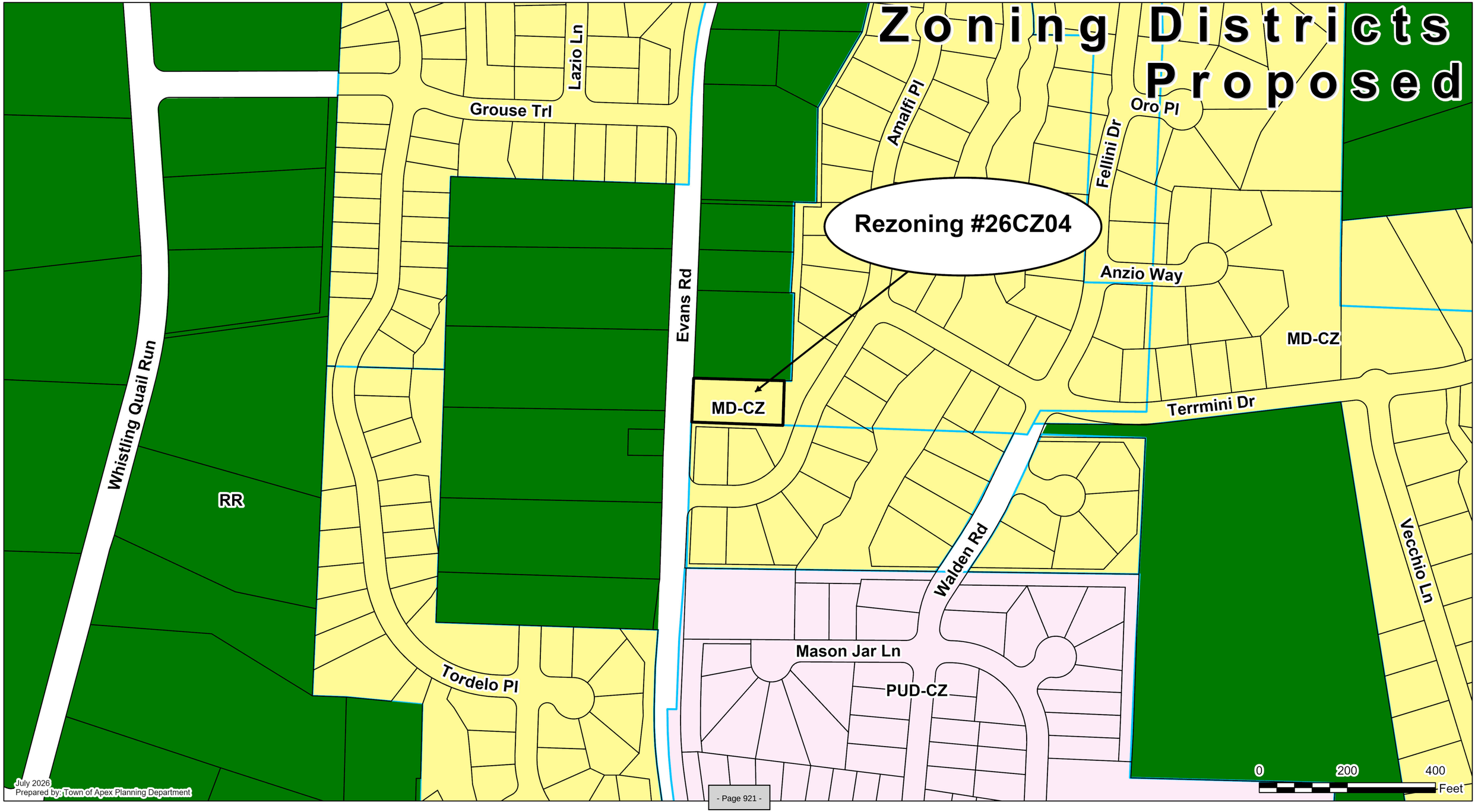
9) *Not constitute nuisance or hazard.* Whether the proposed Conditional Zoning (CZ) District use constitutes a nuisance or hazard due to traffic impact or noise, or because of the number of persons who will be using the Conditional Zoning (CZ) District use.

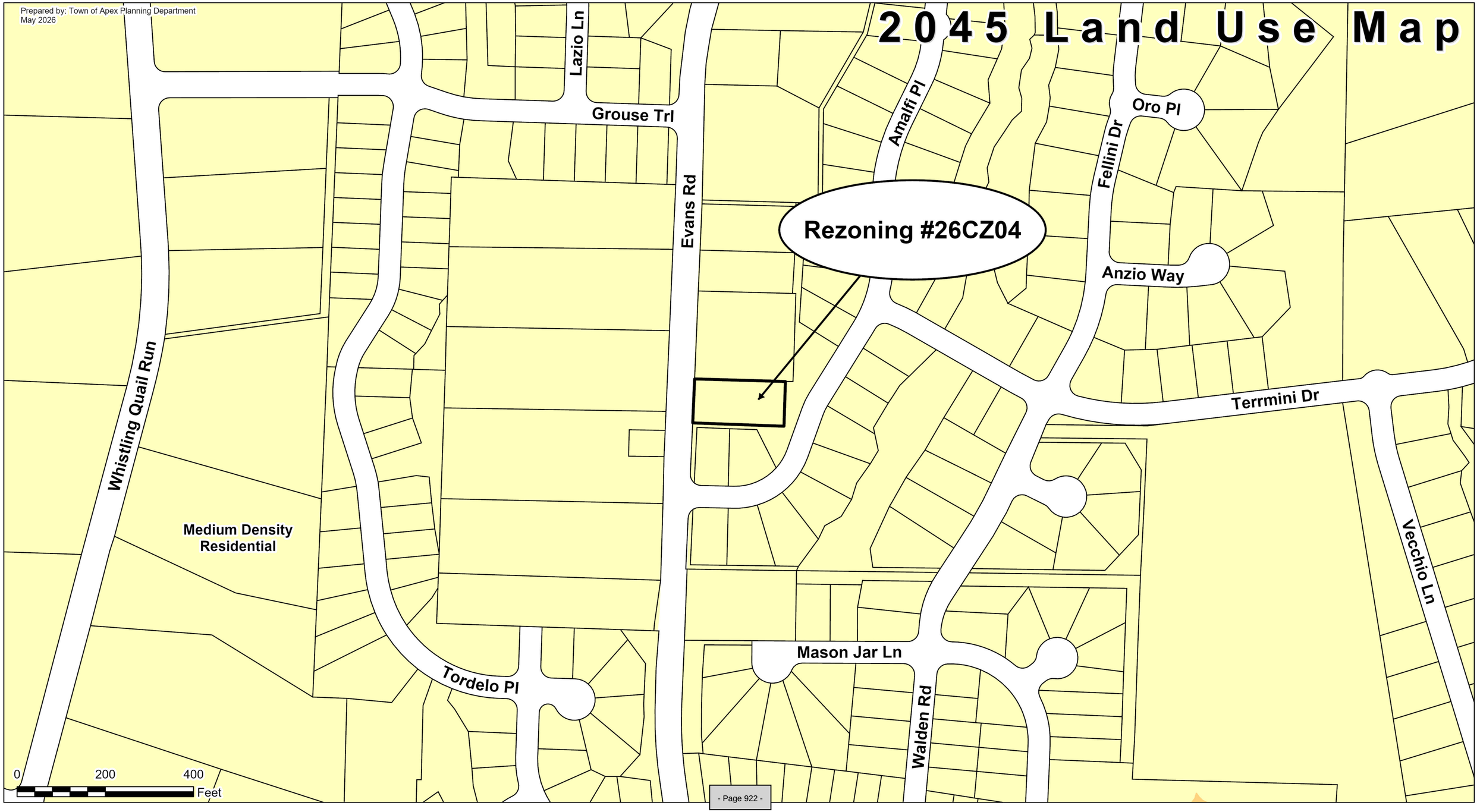
10) *Other relevant standards of this Ordinance.* Whether the proposed Conditional Zoning (CZ) District use complies with all standards imposed on it by all other applicable provisions of this Ordinance for use, layout, and general development characteristics.



May 2026
February 2026 Aerial
Photography Prepared by: Town of Apex Planning Department


Zoning Districts
Rezoning #26CZ04
Grouse Trl
Lazio Ln
Evans Rd
Amalfi Pl
Oro Pl
Fellini Dr
Anzio Way
MD-CZ
Terrmini Dr
Whistling Quail Run
RR
Walden Rd
Vecchio Ln
Mason Jar Ln
PUD-CZ
Tordelo Pl
0
200
400
Feet
May 2026
Prepared by: Town of Apex Planning Department


Zoning Districts Proposed
Rezoning #26CZ04
Lazio Ln
Grouse Trl
Amalfi Pl
Oro Pl
Fellini Dr
Evans Rd
Anzio Way
MD-CZ
Whistling Quail Run
RR
MD-CZ
Terrmini Dr
Walden Rd
Vecchio Ln
Mason Jar Ln
PUD-CZ
Tordelo Pl
0
200
400
Feet
July 2026
Prepared by: Town of Apex Planning Department


Prepared by: Town of Apex Planning Department
May 2026
2045 Land Use Map
Lazio Ln
Grouse Trl
Evans Rd
Amalfi Pl
Oro Pl
Fellini Dr
Rezoning #26CZ04
Anzio Way
Terrmini Dr
Vecchio Ln
Whistling Quail Run
Medium Density Residential
Tordelo Pl
Mason Jar Ln
Walden Rd
0
200
400
Feet

PETITION TO AMEND THE OFFICIAL ZONING MAP

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

Application #: 26CZ04 Submittal Date: 03-27-26

Fee Paid:

Project Information

Project Name: Evans Road Rezone

Address(es): 2913 Evans Road

PIN(s): 0721820001

Acreage: 0.46

Current Zoning: RA Proposed Zoning: MD-CZ

Current 2045 LUM Classification(s): MD

Is the proposed rezoning consistent with the 2045 LUM Classification(s)? Yes ☑ No ☐

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

Area classified as mixed use: Acreage: N/A

Area proposed as non-residential development: Acreage: N/A

Percent of mixed use area proposed as non-residential: Percent: N/A

Applicant Information

Name: Noah Holmes

Address: 1001 Scotts Ridge Trail

City: Apex State: NC Zip: 27502

Phone: 919-592-3512 E-mail: nh7@firmfaith.net

Owner Information

Name: Zion Land Management LLC

Address: 200 Franconia Way

City: Apex State: NC Zip: 27502

Phone: 919-592-3512 E-mail: nh7@firmfaith.net

Agent Information

Name: Noah Holmes

Address: 1001 Scotts Ridge Trail

City: Apex State: NC Zip: 27502

Phone: 919-592-3512 E-mail: nh7@firmfaith.net

Other contacts:

PETITION INFORMATION

Application #: 26CZ04 Submittal Date: 03-27-26

An application has been duly filed requesting that the property described in this application be rezoned from RA 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 (UDO). It is further understood and acknowledged that final plans for any specific development to be made pursuant to any such Conditional Zoning shall be submitted for site or subdivision plan approval, as required by the UDO. Use additional pages as needed.

PROPOSED USES:

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

1	Single Family	21	
2	Accessory Apartment	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 #: 26CZ04 Submittal Date: 03-27-2026

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.

House Architectural conditions:

1. Vinyl siding is not permitted; however, vinyl windows, decorative elements and trim are permitted.

2. The roof shall be pitched at 5:12 or greater.

3. Garage doors shall have windows, decorative details or carriage-style adornments on them

4. The rear and side elevations of the units that can be seen from the right-of-way shall have trim around the windows.

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 LUM already marks this property as future Medium Residential Zoning. My request would not deviate from that plan as my request is consistent with the LUM, while adding an additional lot.

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 two proposed homesites would be consistent with the surrounding Bella Casa neighborhood zoning of Medium Residential. The homesite now is not compatible as is.

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

None of these apply to this project

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

This design minimizes the adverse impact by conforming to 2045 LUM. These lots zoned MD will not be used for any large or high volume of traffic and noise once the houses are built.

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 design minimizes environmental impact by adding a more scenic landscape to both houses. It does not involve clearing out many trees and natural areas where animals live.

6) *Impact on public facilities.* The proposed Conditional Zoning (CZ) District use's avoidance of having adverse impacts on public facilities and services, including roads, potable water and wastewater facilities, parks, schools, police, fire and EMS facilities.

This would fit within designed LUM of Apex and thus would be within the boundaries and capabilities of all facilities in place. It would help the facilities by adding two 1.2-1.4 million houses. The taxes would support any impact that would come from the houses. The property value in surrounding area would also increase once completed.

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 health, safefty, and welfare of Apex will not be effected by this zoing and these houses.

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

Adding one extra neighbor would be the only detriment to surrounding neighbors. No detriment to the neighbors will occur once the houses are built to conform with 2045 LUD

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 requested zoning does not cause any hazard to traffic in the area due to adding only one more house.

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.

All ordinances by the town are followed in the design of this project for use, layout. and general characteristics.

AGENT AUTHORIZATION FORM

Application #: 26CZ04 Submittal Date: 03-27-2026

Zion Land Management LLC is the owner* of the property for which the attached application is being submitted:

☒ Rezoning: For Conditional Zoning and Planned Development rezoning applications, this authorization includes express consent to zoning conditions that are agreed to by the Agent which will apply if the application is approved.

☐ Site Plan

☐ Subdivision

☐ Variance

☐ Other: _____

The property address is: 2913 Evans Rd

The agent for this project is: Noah Holmes

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

Agent Name: Noah Holmes

Address: 1001 Scotts Ridge Trl

Telephone Number: 9195923512

E-Mail Address: nh7@firmfaith.net

Signature(s) of Owner(s)*

Noah Holmes

Noah Holmes — Type or print name

3-30-2026 — 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 #: 26CZ04 Submittal Date: 03-27-2026

The undersigned, Noah Holmes (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 2913 Evans Rd, 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 1-28-2022 and recorded in the Wake County Register of Deeds Office on 1-28-2022 in Book 18899 Page 1600.

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 1-28-2022 Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on 1-28-2022, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.

This the 30 day of March, 2026.

Noah Holmes
(Seal)
Noah Holmes
Type or print name

TONYA W PROCTOR NOTARY PUBLIC WAKE COUNTY, NC

STATE OF NORTH CAROLINA
COUNTY OF Wake

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

Tonya W. Proctor Tonya W. Proctor
Notary Public
State of North Carolina
My Commission Expires: 1-13-2029

[NOTARY SEAL]

TONYA W PROCTOR NOTARY PUBLIC WAKE COUNTY, NC

AFFIDAVIT OF OWNERSHIP: EXHIBIT A – LEGAL DESCRIPTION

Application #: 26CZ04 Submittal Date: 03-27-2026

Insert legal description below.

See following page

Smith & Smith Surveyors, P.A. P.O. Box 457

Apex, N.C. 27502 (919) 362-7111

Firm License No. C-0155

2913 Evans Rd.

Lying and being in Buckhorn Township, Wake County, North Carolina and being described

BEGINNING at a stake 30 feet East of the center line of State Maintained Road No. 1147;

thence South 85 degrees East with Dr. Johnson's line, 200 feet to a stake, a new corner for

Archie Walden in said Johnson's line; thence a new line for said Walden, North 5 degrees

East, 100 feet to a stake, another new corner for said Walden; thence a new line for said

Walden, North 85 degrees West, 200 feet to a stake, 30 feet from the center line of said road;

thence parallel with the center line of said road South 5 degrees West, 100 feet to the point of

BEGINNING, containing 20,000 square feet (0.460 areas more or less) according to survey of L.C. Smith, March 11, 1961

as approved by E.C. Smith, R.L.S. The above described tact of land being all of Wake County

PIN 0721-82-0001.

This being a part of the First Tract of land described in a deed from the North Carolina Joint

plock Land Bank of Durham, dated July 3, 1942, and recorded in Book 886, at page 309,

Wa k e C o u n t y Registry.

WAKE COUNTY PUBLIC SCHOOL SYSTEM

Wake County Residential Development Notification

Please complete each section of this form and submit with your application.

Please complete each section of this form and submit with your application.

Please send any questions about this form to: studentassignment-gis-group@wcpss.net.

Developer Company *Information*	
Company *Name*	N/A
Company Phone *Number*	N/A
Developer Representative *Name*	Noah Holmes
Developer Representative *Phone Number*	9195923512
Developer Representative *Email*	nh7@firmfaith.net

New Residential Subdivision *Information*	
Date of Application for Subdivision	4/1/2026
City, Town or Wake County Jurisdiction	Apex
Name of Subdivision	N/A
Address of Subdivision (if unknown enter nearest cross streets)	Evans Rd
REID(s)	0007071
PIN(s)	0721820001

Projected Dates *Information*	
Subdivision *Completion Date*	7/2027
Subdivision *Projected First Occupancy Date*	8/2027

Lot by Lot Development *Information*

Unit Type	Total # of Units	Senior Living	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	Square Foot Range		Price Range		Anticipated Completion Units & Dates					
								Min	Max	Low	High	Year	# Units	Year	# Units	Year	# Units
Single Family	2						2	3000	5000	1M	1.5M	2027	1`	2029	1		
Townhomes																	
Condos																	
Apartments																	
Other																	

Revised 08/10/2018

Instruction Packet and Affidavit for
Neighborhood Meetings

Town of Apex
Planning Dept
PO Box 250
Apex, NC 27502

T: 919-249-3426
F: 919-267-4987

This packet consists of instructions and templates for conducting a required Neighborhood Meeting. Planning staff are available to advise you in the preparation of these materials. Call the Planning Department at (919) 249-3426 for more information.

WHAT IS THE PURPOSE OF A NEIGHBORHOOD MEETING?

A neighborhood meeting is a required form of community outreach to receive initial feedback regarding certain project types and any long range plan amendments directly associated with such projects prior to submittal to the Planning Department per the standards found in UDO Sec. 2.2.7.B. The intent of the meeting is to initiate neighbor communication and identify issues and concerns early on and provide the applicant an opportunity to address neighbor concerns about the potential impacts of the project prior to submitting an application.

A pre-application neighborhood meeting is valid for six (6) months prior to the submission of an application; a delay in submission requires a new neighborhood meeting.

WHEN IS A NEIGHBORHOOD MEETING REQUIRED?

- Rezonings (including Planned Unit Developments);
- Major Site Plans;
- Minor Site Plans for the uses "Day care facility", "Government service", "School, public or private", "Restaurant, drive-through", and "Convenience store with gas sales";
- Residential Master Subdivision Plans (excluding exempt subdivisions); or
- Special Use Permits

INSTRUCTIONS

Prior to submitting an application for a Rezoning; Major Site Plan; Minor Site Plans for the uses "Day care facility", "Government service", "School, public or private", "Restaurant, drive-through", or "Convenience store with gas sales"; residential Master Subdivision Plan (excluding exempt subdivisions); or Special Use Permit, the applicant must conduct at least one (1) Neighborhood Meeting. **The notices for this Neighborhood Meeting shall not be mailed until after the pre-application meeting with the Technical Review Committee has been held.** This meeting may be held in-person or virtually. Virtual meetings shall provide a dial-in option in addition to a link to participate by internet. The applicant shall submit all forms included in this packet with the initial application submittal.

A second Neighborhood Meeting is required for all Rezonings (including Planned Unit Developments). This meeting shall be held in the month preceding the anticipated public hearing date.

The Neighborhood Meeting must be held in accordance with the following rules:

These groups and individuals must be invited to the meeting:

- The applicant is required to notify the Planning Department, all property owners and tenants abutting and within 500 feet o[illegible]roperty, and any neighborhood association that

represents citizens in the notification area via first class mail a minimum of 14 days in advance of the neighborhood meeting, not including the day of mailing. **The applicant shall send an email to addressing.team@apexnc.org to request the notification list as early as possible in order to receive the list in time for the mailing. The list will be provided within 5-10 business days of the initial request.** The applicant shall use their own return address on the envelopes as the meeting is a private meeting between the applicant and the neighbors. An updated list shall be provided by Planning staff prior to the required 2nd meeting for Rezoning applications.

- The applicant shall include with the meeting notice a vicinity map in addition to the materials listed under "Mailing and handout requirements" below.

The meeting must be held within specific timeframes and meet certain requirements:

- For all applications except Rezonings, the meeting must be held for a minimum of two (2) hours, Monday through Thursday, during the 5:00 p.m. - 9:00 p.m. time period.
- For Rezonings, two (2) meetings are required. The first meeting must be held prior to submittal of the application and the second meeting must be held in the month preceding the anticipated public hearing date. The meetings must be held for a minimum of one (1) hour each, Monday through Thursday, during the 5:00 p.m. - 9:00 p.m. time period.
- Meetings cannot be held on Town recognized holidays (http://www.apexnc.org/calendar.aspx).
- In-person meetings:
  - Meeting shall be held at a place that is generally accessible to neighbors that reside in close proximity to the land subject to the application.
  - A sign-in sheet must be used in order to verify attendance. Ensure each attendee signs in. Please note if any person(s) refuses to sign in. Note if no one attended.
- Virtual meetings:
  - Meeting shall be held via an interactive online video conferencing software such as Microsoft Teams, Zoom, WebEx, or any similar platform of the applicant's choice. A dial-in option shall be provided.
  - An attendance sheet must be used to log known attendees at the virtual meeting. Note if no one attended.
- Mailings and handouts must include the following to help facilitate discussion:
  - For rezonings (excluding rezonings to PUD-CZ, TND-CZ and MEC-CZ):
    - A vicinity map and existing zoning map of the area; and
    - An exhibit(s) showing any proposed long range plan amendment(s), if applicable.
  - For rezonings to PUD-CZ, TND-CZ and MEC-CZ; Major Site Plans; Minor Site Plans for the uses "Day care facility", "Government service", "School, public or private", "Restaurant, drive-through", and "Convenience store with gas sales"; residential Master Subdivision Plans; and Special Use Permits:
    - A vicinity map and preliminary plans of the proposed development. Neighbors may request emailed/mailed copies of the maps or plans from the applicant by checking the "send plans" box on the sign-in sheet; applicant shall provide reduced copies upon request. For virtual meetings, the applicant must ask meeting participants if they would like any materials emailed/mailed to them; and
    - An exhibit showing any proposed long range plan amendment(s), if applicable.
  - Printed copies (handouts) must equal the number of notices required to be sent.
  - Contact information for the applicant's representative and Town Staff must be provided on the attached "Project Contact Information" form.
  - "Common Construction Issues & Who to Call" sheet (attached) must be included as part of the mailing/handout.
  - A copy of the handout m[illegible]ed as part of the Neighborhood Meeting report.

- The agenda of the meeting shall include:
  - Explanation of all processes the meeting is being held for (rezoning, subdivision, etc.).
  - Explanation of future meetings (additional neighborhood meetings, Planning Board, Town Council, etc.).
  - Explanation of development proposal – uses and conditions for rezonings, layout for subdivision and site plans, and builder/end user if known/public knowledge.
- Questions or concerns by attendees, and responses by the applicant, if any, must be noted. For in-person meetings, provide blank comment sheets or notecards for neighbors to submit written comments. For virtual meetings, copy all questions and answers entered into the meeting's chat feature before closing the meeting and save them into a document. The applicant shall also include any questions and concerns received via written correspondence (such as email) or phone call along with responses provided by the applicant.
- The applicant shall be responsible for notifying any neighbors who check the "Send Plans & Updates" box on the sign-in sheet or who otherwise request to be updated of any additional neighborhood meetings and the actual submittal date to the Town with a link to the Town of Apex's Interactive Development Map.

For accountability purposes, please submit the following with your application:

- A copy of the letter mailed to the Planning Department, neighbors, and neighborhood organizations (use attached invitation template);
- A list of those persons and neighborhood organizations invited to the meeting;
- A copy of the sign-in sheet (use attached sign-in sheet template);
- A summary of the meeting and a list of any changes made to the project as a result of the neighborhood comments (use attached meeting summary template);
- The affidavit, signed, dated, and notarized (use attached affidavit template); and
- One (1) reduced copy of the maps and/or plans included in the invitation and presented to the neighbors at the Neighborhood Meeting.

NOTICE OF NEIGHBORHOOD MEETING

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

3/5/2026

Date

Dear Neighbor:

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

2913 Evans Rd, Apex, Nc 27502 — Address(es)

0721820001 — PIN(s)

in accordance with the Town of Apex Neighborhood Meeting procedures. This meeting is intended to be a way for the applicant to discuss the project and review the proposed plans with adjacent neighbors and neighborhood organizations before the submittal of an application to the Town. This provides neighbors an opportunity to raise questions and discuss any concerns about the impacts of the project before it is officially submitted. If you are unable to attend, please refer to the Project Contact Information page for ways to contact the applicant. Notified neighbors may request that the applicant provide updates and send plans via email or mail. Once an application has been submitted to the Town, it may be tracked using the Interactive Development Map or the Apex Development Report located on the Town of Apex website at http://www.apexnc.org/180. Applications for Rezoning must hold a second Neighborhood Meeting in the month prior to the anticipated public hearing date.

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

	Application Type	Approving Authority
☒	Rezoning (including Planned Unit Development)	Town Council
☐	Major Site Plan	Technical Review Committee (staff)
☐	Minor Site Plan for the uses "Day care facility", "Government service", "School, public or private", "Restaurant, drive-through", or "Convenience store with gas sales"	Technical Review Committee (staff)
☐	Special Use Permit	Board of Adjustment (QJPH*)
☐	Residential Master Subdivision Plan (excludes exempt subdivisions)	Technical Review Committee (staff)

*Quasi-Judicial Public Hearing: The Board of Adjustment cannot discuss the project prior to the public hearing.

The following is a description of the proposal including any proposed long range plan amendments (also see attached map(s) and/or plan sheet(s)):

The Lot is currently zoned RR and I am asking for the lot to be split into two and be zoned MD for two separate lots.

Estimated submittal date: March 27

MEETING INFORMATION:

Property Owner(s) name(s): Zion Land Management LLC

Applicant(s): Noah Holmes

Contact information (email/phone): nh7@firmfaith.net

Meeting Address: Microsft Teams: Meeting ID: 935 867 685 970 2 Passcode: 6y48C8

Date/Time of meeting**: 3/23/26 7:00PM -8:30pm

Welcome: Noah Project Presentation: Noah Question & Answer: Noah

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

PROJECT CONTACT INFORMATION

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

Development Contacts:

Project Name: 2913 Evans Rd Rezong (ER 2913) Zoning: RR

Location: 2913 Evans Rd, Apex,, NC 27502

Property PIN(s): 0721820001 Acreage/Square Feet: .46

Property Owner: Noah Holmes

Address: 1001 Scotts Ridge Trl

City: Apex State: NC Zip: 27502

Phone: 9195923512 Email: nh7@firmfaith.net

Developer:

Address:

City: State: Zip:

Phone: Fax: Email:

Engineer:

Address:

City: State: Zip:

Phone: Fax: Email:

Builder (if known):

Address:

City: State: Zip:

Phone: Fax: Email:

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

Town of Apex Department Contacts	
Planning Department Main Number (Provide development name or location to be routed to correct planner)	(919) 249-3426
Parks, Recreation & Cultural Resources Department Angela Reincke, Parks Planning Manager	(919) 372-7468
Transportation & Infrastructure Development Russell Dalton, Traffic Engineering Manager	(919) 249-3358
Water Resources Department Jessica Bolin, Environmental Engineering Manager (Stormwater, Sedimentation & Erosion Control) Matt Reker, Utility Engineer/FOG Program Manager (Water & Sewer)	(919) 249-3537 (919) 946-4394
Electric Utilities Division Jared Harris, Electric Technical Services Manager	(919) 372-7466

Providing Input to Town Council:

Each Town Council meeting agenda includes a Public Forum time when anyone is permitted to speak for three (3) minutes on any topic with the exception of items listed as Public Hearings for that meeting. The Town Council meets on the 2nd and 4th Tuesdays of each month at 6:00 p.m. (except for holidays, see schedule of meetings at http://www.apexnc.org/838/Agendas-Minutes). You may also contact Town Council by e-mail at AllCouncil@apexnc.org.

Private Agreements and Easement Negotiation:

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

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

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

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

Documentation:

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

COMMON CONSTRUCTION ISSUES & WHO TO CALL

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

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

Noise from tree removal, grading, excavating, paving, and building structures is a routine part of the construction process. The Town generally limits construction hours from 7:00 am to 8:30 pm 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-Friday from 8:00 am to 5:00 pm. Report violations of construction hours and other noise complaints to the Non-Emergency Police phone number at 919-362-8661.

Construction Traffic: Infrastructure Inspections 919-249-3386

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: Infrastructure Inspections 919-249-3386

There can be issues with roadway damage, roadway improvements, and traffic control. Potholes, rutting, inadequate lanes/signing/striping, poor traffic control, blocked sidewalks/paths are all common issues that should be reported to Transportation & Infrastructure Development – Infrastructure Inspections at 919-249-1109. 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: Water Resources 919-362-8166

Sediment (dirt) and mud gets into the existing roads due to rain events and/or vehicle traffic. These incidents should be reported by visiting the Report a Concern page at https://www.apexnc.org/1173/ or by calling the number listed. Staff will coordinate the cleaning of the roadways with the developer.

Dirt on Properties or in Streams: Water Resources 919-362-8166

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 by visiting the Report a Concern page at https://www.apexnc.org/1173/ or by calling the number listed so that staff can coordinate the appropriate repairs with the developer.

Dust: Water Resources 919-362-8166

During dry weather dust often becomes a problem blowing into existing neighborhoods or roadways. These incidents should be reported by visiting the Report a Concern page at https://www.apexnc.org/1173/ or by calling the number listed so that staff can coordinate the use of water trucks onsite with the grading contractor to help control the dust.

Trash: Water Resources 919-362-8166

Excessive garbage and construction debris can blow around on a site or even off of the site. These incidents should be reported by visiting the Report a Concern page at https://www.apexnc.org/1173/ or by calling the number listed. Staff will coordinate the cleanup and trash collection with the developer/home builder.

Temporary Sediment Basins: Water Resources 919-362-8166

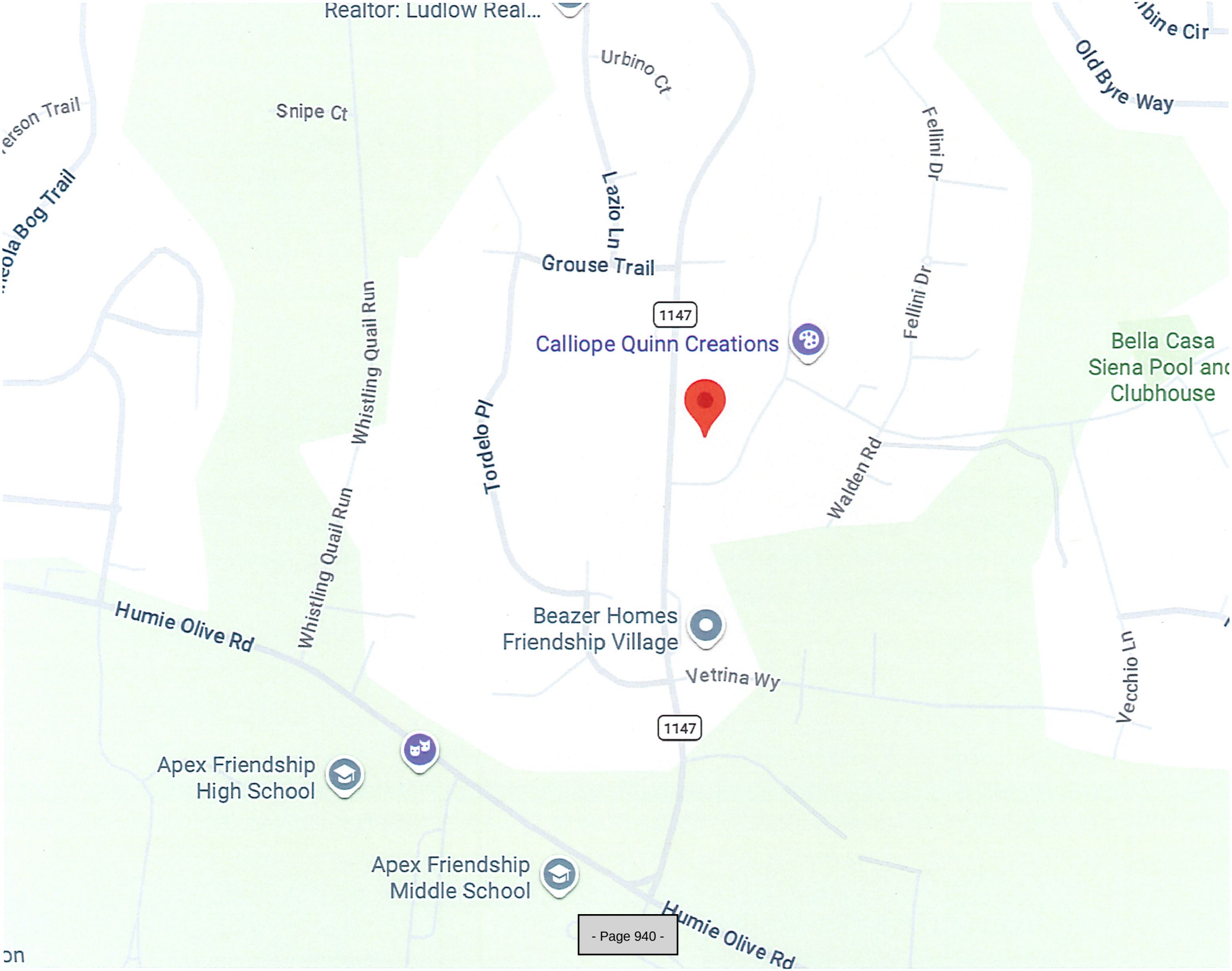
Temporary sediment basins during construction (prior to the conversion to the final stormwater pond) are often quite unattractive. Concerns should be reported by visiting the Report a Concern page at https://www.apexnc.org/1173/ or by calling the number listed so that he can coordinate the cleaning and/or mowing of the slopes and bottom of the pond with the developer.

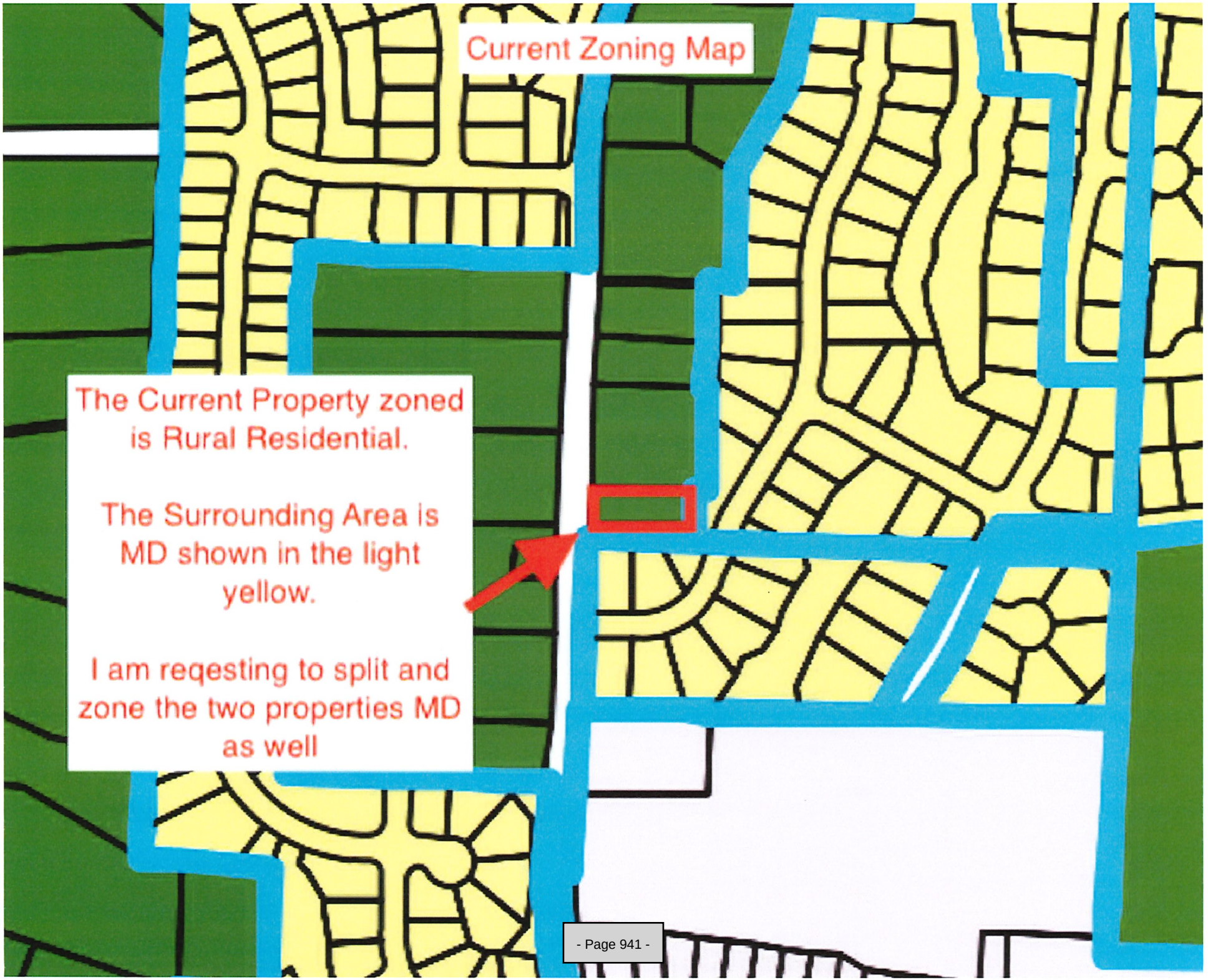
Stormwater Control Measures: Water Resources 919-362-8166

Post-construction concerns related to Stormwater Control Measures (typically a stormwater pond) such as conversion and long-term maintenance should be reported by visiting the Report a Concern page at https://www.apexnc.org/1173/ or by calling the number listed.

Electric Utility Installation: Electric Utilities 919-249-3531

Concerns with electric utility installation can be ad[illegible] Apex Electric Utilities Department.


Realtor: Ludlow Real...
Urbino Ct
Snipe Ct
Lazio Ln
Fellini Dr
Old Byre Way
Grouse Trail
1147
Calliope Quinn Creations
Bella Casa
Siena Pool and
Clubhouse
Whistling Quail Run
Tordelo Pl
Walden Rd
Humie Olive Rd
Beazer Homes
Friendship Village
Vetrina Wy
Vecchio Ln
Apex Friendship
High School
Apex Friendship
Middle School


Current Zoning Map
The Current Property zoned is Rural Residential.
The Surrounding Area is MD shown in the light yellow.
I am reqesting to split and zone the two properties MD as well

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: _____

Date of meeting: _____ Time of meeting: _____

Property Owner(s) name(s): _____

Applicant(s): _____

Please print your name below, state your address and/or affiliation with a neighborhood group, and provide your phone number and email address. Providing your name below does not represent support or opposition to the project; it is for documentation purposes only. For virtual meetings, applicants must include all known participants and request the information below.

	NAME/ORGANIZATION	ADDRESS	PHONE #	EMAIL	SEND PLANS & UPDATES
1.					☐
2.	SEE ATTACHED				☐
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): _____

Applicant(s): _____

Contact information (email/phone): _____

Meeting Address: _____

Date of meeting: _____ Time of meeting: _____

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

Question/Concern #1: SEE ATTACHED

_____

_____

Applicant's Response:

_____

_____

_____

Question/Concern #2:

_____

_____

Applicant's Response:

_____

_____

_____

Question/Concern #3:

_____

_____

Applicant's Response:

_____

_____

_____

Question/Concern #4:

_____

_____

Applicant's Response:

_____

_____

_____

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

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

I, _____, do hereby declare as follows:
Print Name

1. I have conducted a Neighborhood Meeting for the proposed Rezoning, Major Site Plan, Minor Site Plan, Residential Master Subdivision Plan, or Special Use Permit in accordance with UDO Sec. 2.2.7.B *Neighborhood Meeting*.

2. The meeting invitations were mailed to the Apex Planning Department, all property owners and tenants abutting and within 500 feet of the subject property and any neighborhood association that represents citizens in the notification area via first class mail a minimum of 14 days in advance of the Neighborhood Meeting.

3. The meeting was conducted at _____(location/address) on _____(date) from _____(start time) to _____(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.

SEE ATTACHED

_____ By: _____
Date

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

SEAL

_____
Notary Public

_____
Print Name

My Commission Expires: _____

2913 Evans Rd

#1 Neighborhood Meeting Minutes

3/23 7:00-8:30

Attendees:

Duane Hennion

Melia Hennion

Courtney Rocha

Brady Townsend

Neighbor 1 (Joined Anonymously)

Neighbor 2 (Joined Anonymously)

Kim Cordova

Sean Cordova

Timeline:

7:00-7:05: Welcoming neighbors and waiting for people to join

7:05-7:15: Introduction by Noah Holmes and straight into PowerPoint presentation of proposed rezoning and future plans

- Current RR and wanting to rezone 2 different plats to MD which would then match the 2045 Apex USE Map.
- Water service from Evans and Sewer Service from Amelia
- 1 single family house on each lot

7:15-8:00: Question and Answer Session (Noah Holmes to answer Questions)

Kim Cordova--

-The property had gone through rezoning before and didn't happen, what happened and what is different this time?

Answer: No issues just did not have time, energy or funds to go through the entire process

If you get approved should we expect you to be building these houses at your own pace with no background in it?

Answer: I am a licensed general contractor and work for a homebuilder myself. It would be my money on the line. I would seek to be very efficient as the interest payments can get big.

Courtney Rocha:

-Why do you need to put two houses on it?

Answer: better investment

- what size houses and lots?

Answer: 3500-4500 sqft. house box max around 33x 125 sqft

- do you own the property?

Why are you submitting it as MD? (you could potentially put in townhouse/duplex?)

Answer: two lots more beneficial than one

-If you get approved you can change your mind and build a duplex?

Answer: yes, technically but I am trying to be open and honest and don't plan to do that. If that lots are that small, a duplex does not make sense to put on it

Are you building them at same time?

Answer: No

What's the height of the houses on Amalfi?

Answer: I can't answer that question for you, but I can't imagine be far off from them. Why do you ask?

Neighbor said she was just curious on how it fitted next to the houses in Amalfi

What is the timeline?

Answer: Rezone would not be approved until June and the got a lot to figure out after that in terms of funding and exact plans.

Neighbor #2:

Are the size of the new lots the same as the ones surrounding it?

Answer: No, the lots are

What is the max height you can build?

Answer: I believe there is a max I can be. I believe it is between 35-38 ft.

Where are you getting water and sewer from?

Answer: Water would come from Evans and am trying to get approval for sewer from Amalfi

What would be the timeline on the build of one house?

Answer: 8-10 months

Brady Townsend:

What are the setbacks?

Answer: MD setbacks are 6 and 16 total sides and then 25 front and believe 20 or 25 off back

Neighbor 1:

Are you knocking down the buildings there?

Answer: Yes

What's going on there after?

Answer: 2 houses about 3500-4500 sqft depending

How is that possible?

Answer: house box is max 33x 125 ft

So how does that work?

Answer: 6 one side and 10 other or max 8 or 8

You could shape the lot differently based on feedback from town and neighbors, correct?

Answer: I guess so, but I don't think that would bring more benefit

Lot currently on septic:

Answer: Yes

Lot wouldn't perk for your growing family:

Answer: Yes, was hoping to have bigger house than I do now

What would be the materials:

Answer: Brick or stone front and Hardie plank siding.

Notes from neighbor: Hope that you are do well and it get approved. Your lot is flat and could shott it towards Evans rd. I've spent a lot of time looking at the landscape and You can push a lot of water away from Duane's land towards Evans rd.

Brady Townsend:

How's the drainage going to work? I am worried about the drainage as I have runoff from the back of the berm to my property and want to not have more than I do now after your building

Answer: there will be a lot of grading to get done and routed to make the most sense

Do you submit the issues and complaints we have in this meeting to the town?

Answer: yes, I am supposed to document and submit to the town. I'm trying to write them all down as we go and sending them into the town

Can you explain the setbacks again:

Answer: yes. Each lot is the same size 50x100

Are we looking at 16-20 months of construction straight:

Answer: No, I plan to live in the first one awhile and then start the second one.

Should we expect a frat house to pop up on the second lot after the first is built?

Answer: No, my wife would not like that

Note from neighbor: "shared driveway bad idea in my opion and cause problems for us neighbors.

Duane Hennion:

Where would the garages be?

Answer: hoping to have them on the side of the house between the houses and shared driveway

Melia Hennion:

Would your house be 6 ft off our property line?

Answer: I initially answered yes but then after conversation I realized there is a 10 ft buffer between her property on Evans RD and so it would be 10ft and then my setback from property line would have to be at least 6 as described before.

Sean Cordova (Joined around 7:45)**:**

Sorry I am late, but can you give me a run down?

Answer: Yes (went back through the PowerPoint I had)

Where are driveways?

Answer: Evans Road entrance

What is the Size of the house?

33x125 house box (3500-4500sqft)

What is the time frame:

Answer: July should have decision from town and got a lot to figure out from there

What's your timeline on 2 houses?

Answer: Build 1 and live in it a awhile before building second.

8:00-8:30: Waited by Computer for any late attendees that had any questions. No one else joined after Sean.

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, Noah Holmes, do hereby declare as follows:
Print Name

1. I have conducted a Neighborhood Meeting for the proposed Rezoning, Major Site Plan, Minor Site Plan, Residential Master Subdivision Plan, or Special Use Permit in accordance with UDO Sec. 2.2.7.B *Neighborhood Meeting*.

2. The meeting invitations were mailed to the Apex Planning Department, all property owners and tenants abutting and within 500 feet of the subject property and any neighborhood association that represents citizens in the notification area via first class mail a minimum of 14 days in advance of the Neighborhood Meeting.

3. The meeting was conducted at Microsoft Teams (location/address) on 3-23-2026 (date) from 7:00 (start time) to 8:30 (end time).

4. I have included the mailing list, meeting invitation, sign-in sheet, issue/response summary, and zoning map/reduced plans with the application.

5. I have prepared these materials in good faith and to the best of my ability.

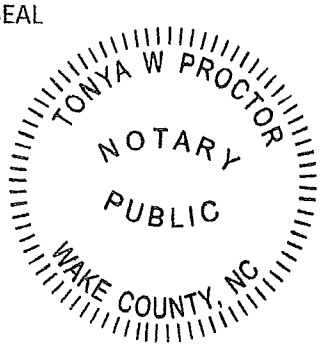
3/30/2026
Date

By: Noah Holmes

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Tonya W. Proctor, a Notary Public for the above State and County, on this the 30 day of March, 2026.

SEAL



Tonya W. Proctor
Notary Public

Tonya W. Proctor
Print Name

My Commission Expires: 1-13-2029

APEX ENVIRONMENTAL ADVISORY BOARD

Suggested Zoning Conditions

The Town of Apex Environmental Advisory Board (EAB) offers this general list of suggested rezoning conditions for rezoning applicants to consider before filing a rezoning petition. The purpose of this list is to encourage and recommend implementation of exceptional environmental practices for future development that exceeds Town requirements. The Board will review each rezoning application and expand on suggested conditions by offering specific recommendations on a case-by-case basis.

The decision to include any of the recommendations below is voluntary by the applicant and the Board does not expect applicants to add all of the suggested conditions. Planning staff will include all zoning conditions suggested by this Board and will note which conditions have been added by the applicant in the staff reports to the Planning Board and Town Council. Applicants should review this list before meeting with the Board.

NOTE: Text in green indicates suggested zoning condition language from Planning Staff. Underlined text indicates text or numbers that may be changed based on the specific project. Additional conditions may be suggested by the EAB at the meeting.

Residential and Non-Residential Development Categories and Coverage

Part I applies to all developments; Part II applies exclusively to residential developments, and Part III exclusively to non-residential developments. Your development may include elements of each part.

- **Part I** – Includes suggestions for BOTH residential and non-residential developments (see definitions below).

- **Part II – Residential** applies to single-family dwellings and townhome subdivisions, but does not include the parking lots, exterior building lights or exterior architecture.

  Part III – Non-Residential includes condominiums, apartments, and multi-family, common areas in residential developments (e.g. amenity areas, parking lots, exterior building lights, and exterior architecture), commercial, office, and industrial areas

Please be sure to read and complete the entire document. Please select "Yes" to each zoning condition you are proposing to add to your rezoning application. Any proposed modifications to the green zoning language should be listed in the section at the end of the document.

Part I – Residential AND Non-Residential

The following apply to both Residential **and** Non-Residential developments:

	STORMWATER AND WATER CONSERVATION – WATER QUALITY	YES
1.	The project shall increase the riparian buffer width by at least ____ feet above the minimum required by the Unified Development Ordinance. The additional buffer width shall be measured from the top of bank on each side of the stream.	☐
2.	No clearing or land disturbance shall be permitted within the riparian buffer, except the minimum necessary to install required greenway and sewer infrastructure and SCM outlets. The SCM water storage and treatment area shall not be permitted within the riparian buffer. The infrastructure shall be designed to minimize impacts to the riparian buffer.	☐
3	No buffer averaging shall be allowed for Zone 3 of the riparian buffers.	☐
4.	The project shall install one (1) sign per SCM to reduce pet waste and prohibit fertilizer, in locations that are publicly accessible, such as adjacent to amenity centers, sidewalks, greenways, or side paths.	☐
5.	The project shall install a minimum of _____Low Impact Development Technique as defined and approved by the NC Department of Environmental Quality. The specific type of LID technique shall be reviewed and approved by the Water Resources Department at site or subdivision plan review.	☐
6.	At least ___SCM shall be designed and constructed to provide irrigation to the surrounding landscaping on site. The design shall be reviewed and approved by the Water Resources Department at site plan.	☐
7.	A ___-foot buffer shall be provided along existing, delineated wetlands that are to be preserved.	☐
8.	**Each option below is intended to be used as an improvement to the minimum UDO requirements. If an area is already required to mitigate the 25-year storm, option 7.b should not be selected.** a. Post-development peak runoff shall not exceed pre-development peak runoff for the 24-hour, 1-year, 10-year, 25-year and 100-year storm events in accordance with the Unified Development Ordinance. **OR** b. Post-development peak runoff shall not exceed pre-development peak runoff for the 24-hour, 1-year, 10-year, and 25-year storm events in accordance with the Unified Development Ordinance.	☐ ☐
	PLANTING AND LANDSCAPING Note: Invasive species are prohibited. Please see the Town's Design and Development Manual for a link to the list of prohibited species and for a list of suggested native species..	YES
9.	Preserve existing trees (percentage-based). Numbers shown may be changed based on project. The EAB's preference is for a minimum of 50%. The project shall preserve a minimum of _____% of the existing tree canopy. Where the project abuts adjacent developments, special effort shall be taken to locate the preserved trees adjacent to areas of existing preserved open space, including but not limited to, RCA, perimeter landscape buffers, riparian buffers, and/or HOA maintained open spaces.	☐

10.	Replace canopy (percentage- or DBH size-based) The project shall replace any large type trees, that measure 18-inches in caliper size or larger, and small type trees, that measure 8-inches in caliper size or larger, that are removed as a part of the development. The ratio of replacement shall be 1 large tree to 1 replacement tree. The UDO's required landscaping may be used to satisfy this requirement. To determine the number of trees that must be replaced, a tree survey for the full property shall be provided to the Planning Department. The survey shall be independently verified by a third-party licensed arborist. No further clearing shall be conducted for replacement planting if there is insufficient space.	☐
11.	To improve energy efficiency by providing shading, a combination of large and small deciduous shade trees shall be planted on the southern side of any buildings.	☐
12.	To improve energy efficiency, the project shall plant evergreen trees on the northern side of all buildings to act as a windbreak.	☐
13.	The project shall ensure that _____% of the landscaping shall be native species, which shall provide diverse and abundant pollinator and bird food sources. Special attention shall be paid to providing diverse and abundant pollinator and bird food sources, including plants that bloom in succession from spring to fall. Landscaping shall be coordinated with and approved by the Planning Department at site or subdivision review.	☐
14.	The project shall increase biodiversity within perimeter buffers, common owned open space, and other landscape areas by providing a variety of native and adaptive species for canopy, understory and shrub levels. A minimum of _____% of the species selected shall be native to the eastern United States or a native of North Carolina.	☐
15.	No single species of native or adaptive vegetation shall constitute more than 20% of the plant material of its type within a single development site.	☐
16.	HOA covenants, conditions, and restrictions shall not prohibit clover or native grass mixed species lawns.	☐
17.	In order to support nesting and overwintering wildlife and pollinators, HOA covenants shall not require that fallen leaves or dormant plants be removed during the winter on areas without turf grass, including individual homes and HOA owned common areas.	☐
18.	To preserve and protect existing species, existing ponds shall be preserved if structurally sound.	☐
19.	Implements xeriscaping in design, which will use landscaping that requires less irrigation and chemical use. Contact Planning for assistance, if needed. The project commits to planting ___% drought tolerant plants, of which ___% of the plants selected shall be native. Landscaping shall be coordinated with and approved by the Planning Department at site or subdivision review.	☐
20.	To reduce irrigation requirements, the project shall select and plant only warm season grasses.	☐

21.	Improve soil quality for a variety of native and non-invasive plantings, reduce fertilizers, and reduce stormwater runoff, topsoil shall be retained on site and a minimum of 4 inches of topsoil shall be placed on each lot and within disturbed common areas.	☐
22.	Increase perimeter buffer requirements, especially in transitional areas (non-residential to residential areas), the project shall provide ____ additional feet of buffer width to that required by the UDO along the perimeter of the property.	☐
23.	Reduce impacts to Resource Conservation Areas (RCAs). a. The project shall install signage adjacent to wooded or natural condition Resource Conservation Area. The signage shall indicate that the area is RCA and is to be preserved in perpetuity and not disturbed. A sign shall be installed every 100 linear feet along the boundary of the Resource Conservation Area, with each sign measuring at least 6 inches by 6 inches and mounted at a height of 4 feet above the ground. **OR** b. A farm-style split rail fence shall be installed where wooded or natural condition Resource Conservation Area (RCA) abuts individual residential lots.	☐ ☐
SUSTAINABLE BUILDINGS		**YES**
24.	The project shall be designed to meet the requirements for one of the green building certifications listed above. A third-party consultant shall be hired to evaluate the project and certify to the Town of Apex that the project meets the standards for the certification. The applicant shall forward a copy of the certification application to the Town of Apex Planning Department to verify that the application has been submitted.	☐

Part II – Residential

Residential applies to single-family dwellings and townhome subdivisions, but does not include the parking lots, exterior building lights, or exterior architecture.

		YES
	STORMWATER AND WATER CONSERVATION – WATER QUALITY The Transportation & Infrastructure Development Department does not currently support these options within the right-of-way (ROW). These may be done on private sites, but not within the public ROW.	
25.	The project shall utilize pervious pavement when constructing the parking spaces for parking lot-style townhomes. The specific type of pervious pavement system shall be reviewed and approved by the Water Resources Department at site or subdivision plan review. The selected system shall be maintained by the developer and/or owner's association.	☐
26.	The project shall utilize pervious pavement when constructing the driveways for residential units. The specific type of pervious pavement system shall be reviewed and approved by the Water Resources Department at site or subdivision plan review. The selected system shall be maintained by the developer and/or homeowner's association.	☐
	WASTE MANAGEMENT	**YES**
27.	If single family, the project shall install at least one (1) pet waste station per 25 residential units/townhomes and at least two (2) pet waste stations per apartment building throughout the community in locations that are publicly accessible, such as adjacent to amenity centers, SCMs, sidewalks, greenways or side paths. If there are fewer than 25 homes, at least one (1) pet waste station shall be installed.	☐
	CLEAN ENERGY	**YES**
28.	A solar PV system of at least 3.5kW shall be installed on at least _____homes within the development. All solar installation required by this condition shall be completed or under construction prior to 90% of the building permits being issued for the development. The lot(s) on which this home/these homes is/are located shall be identified on the Master Subdivision Plat, which may be amended from time to time.	☐
29.	A solar PV system shall be installed on a minimum of _____model home. All solar installation required by this condition shall be completed or under construction prior to _____% of the building permits being issued for the development. The lot(s) on which this home/these homes is/are located shall be identified on the Master Subdivision Plat, which may be amended from time to time.	☐
30.	Wire all garages with 220-volt outlets at the exterior to provide for EV charging stations in SF and Townhomes.	☐

Part III – Non- Residential

Non-residential includes condominiums, apartments, and multi-family, common areas in residential developments (e.g. amenity areas, parking lots, exterior building lights, and exterior architecture), commercial, office, and industrial areas. Your development may include elements of each part.

	STORMWATER AND WATER CONSERVATION – WATER QUALITY The Transportation & Infrastructure Development Department does not currently support these options within the ROW. These may be done on private sites, but not within the public ROW. Note that number 36 is an exception that can be done in the public ROW.	YES
31.	The project shall utilize pervious pavement when constructing parking spaces that are in excess of the minimum parking requirement. The specific type of pervious pavement system shall be reviewed and approved by the Water Resources Department at site or subdivision plan review.	☐
32.	The project shall utilize pervious pavement for all of the parking spaces provided. The specific type of pervious pavement system shall be reviewed and approved by the Water Resources Department at site or subdivision plan review.	☐
33.	To increase stormwater infiltration and evaporation, the project shall use modified curb and gutter designs to direct driveway runoff to one or more stormwater device, such as, but not limited to, bioswales, Silva cells, or rain gardens. The specific type and design shall be selected at site or subdivision plan review. The proposal shall be reviewed and approved by the Water Resources Department and Department of Public Works and Transportation.	☐
34.	May be done within the public ROW if it's in the form of a bioretention cell within a landscaped median or large roundabout. Will require approval by the Department of Public Works and Transportation. The project shall design and install one or more bioretention cells within the landscape median or roundabout along the primary road. The specific type and design shall be determined at site or subdivision plan review. The proposal shall be reviewed and approved by the Water Resources Department and Transportation and Infrastructure Development Department.	☐
	WASTE MANAGEMENT	**YES**
35.	The project shall install at least _____ pet waste stations throughout the community, in locations that are publicly accessible, such as adjacent to amenity centers, SCMs, sidewalks, greenways or side paths.	☐

	CLEAN ENERGY	YES
36.	a. A solar PV system shall be incorporated into buildings to be constructed on the property. Such PV systems shall have a capacity of not less than 2 kW/1,000 heated square feet of building floor area. **OR** b. A solar PV system of at least 3.5kW shall be installed on at least _____% of or _____ buildings within the development. All solar installation required by this condition shall be completed or under construction prior to _____% of the building permits being issued for the development. The buildings on which these PV systems are located shall be identified on the Site Plan, which may be amended from time to time.	☐ ☐
37.	The developer shall provide _____% or ____more EV charging spaces than required by the UDO.	☐
38.	The amenity center for the project shall include a rooftop solar PV system with a capacity of at least 3.5kW.	☐
39.	The project shall install conduits for solar energy systems for all non-residential buildings	☐
	LIGHTING EFFICIENCY	**YES**
40.	On the lighting plan, the average footcandle measurement for parking, building lighting and driveways shall be at least 0.5 footcandles lower than the UDO requires.	☐
41.	The project shall use full cutoff LED fixtures that have a maximum color temperature of 3,000K for all exterior lighting, including, but not limited to, parking lot and building mounted fixtures.	☐

Applicant Clarification/Additional Language:

Additional Board Recommendations:

Smith & Smith Surveyors, P.A.
P.O. Box 457
Apex, N.C. 27502
(919) 362-7111
Firm License No. C-0155

Lying and being in Buckhorn Township, Wake County, North Carolina and being described more fully as follows to wit:

BEGINNING at an existing iron pipe being a corner of Bella Casa Homeowners Association in the southern property line of Jo Ella Harris; thence the following two (2) property lines with Bella Casa Homeowners Association, South 01°47' 05" West, 101.45 feet to an existing iron pipe and North 87°54' 47" West, 200.58 feet to an existing 1 inch square tube on the former soil road eastern right-of-way of Evans Road (N.C.S.R. No. 1147); thence leaving aforesaid road right-of-way North 87°54'47" West, 6.44' feet to a point not set within Evans Road (N.C.S.R. No.1147); thence North 02°03'12" East, 22.52 feet to a point not set within Evans Road (N.C.S.R. No. 1147); thence North 87°27'35" West, 53.56 feet to a point being a computed corner of Town of Apex Annexation #494 near the former soil road western right-of-way line of Evans Road (N.C.S.R. No. 1147); thence North 02°03'12" East, 76.89 feet to a point being another computed corner of Town of Apex Annexation #494; thence crossing Evans Road (N.C.S.R. No. 1147) South 88° 16' 05" East, 60.00 feet to a nail at the base of an existing iron pipe on the former soil road eastern right-of-way of Evans Road (N.C.S.R. No. 1147) and being the southwest corner of Jo Ella Harris; thence with the southern property line of aforesaid Harris, South 88°16'05" East, 200.12 feet to the point and place of BEGINNING, containing 0.547 acres more or less. The above-described tract of land is all of Wake County PIN 0721-82-0001 including a 0.110-acre portion within the right-of-way of Evans Road (N.C.S.R. No. 1147).

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.

6/6/2026

Date

Dear Neighbor:

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

2913 Evans Rd, Apex, NC 27502 — 0721820001

Address(es) — PIN(s)

in accordance with the Town of Apex Neighborhood Meeting procedures. This meeting is intended to be a way for the applicant to discuss the project and review the proposed plans with adjacent neighbors and neighborhood organizations before the submittal of an application to the Town. This provides neighbors an opportunity to raise questions and discuss any concerns about the impacts of the project before it is officially submitted. If you are unable to attend, please refer to the Project Contact Information page for ways to contact the applicant. Notified neighbors may request that the applicant provide updates and send plans via email or mail. Once an application has been submitted to the Town, it may be tracked using the Interactive Development Map or the Apex Development Report located on the Town of Apex website at http://www.apexnc.org/180. Applications for Rezoning must hold a second Neighborhood Meeting in the month prior to the anticipated public hearing date.

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

	Application Type	Approving Authority
☒	Rezoning (including Planned Unit Development)	Town Council
☐	Major Site Plan	Technical Review Committee (staff)
☐	Minor Site Plan for the uses "Day care facility", "Government service", "School, public or private", "Restaurant, drive-through", or "Convenience store with gas sales"	Technical Review Committee (staff)
☐	Special Use Permit	Board of Adjustment (QJPH*)
☐	Residential Master Subdivision Plan (excludes exempt subdivisions)	Technical Review Committee (staff)

*Quasi-Judicial Public Hearing: The Board of Adjustment cannot discuss the project prior to the public hearing.

The following is a description of the proposal including any proposed long range plan amendments (also see attached map(s) and/or plan sheet(s)):

The Lot is currently zoned RR and I am asking for the lot to be split into two and be zoned MD for two separate lots

Estimated submittal date: June 25

MEETING INFORMATION:

Property Owner(s) name(s):	Zion Land Management LLC
Applicant(s):	Noah Holmes
Contact information (email/phone):	nh7@firmfaith.net
Meeting Address:	Microsoft Teams: Meeting ID: 931 429 165 884 2 Passcode: 5fZ7bJ
Date/Time of meeting**:	June 22, 2026 at 7:30

Welcome: Noah Project Presentation: Noah Question & Answer: Noah

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

PROJECT CONTACT INFORMATION

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

Development Contacts:

Project Name: 2913 Evans Rd Rezong (ER 2913) Zoning: RR

Location: 2913 Evans Rd, Apex,, NC 27502

Property PIN(s): 0721820001 Acreage/Square Feet: .46

Property Owner: Noah Holmes

Address: 1001 Scotts Ridge Trl

City: Apex State: NC Zip: 27502

Phone: 9195923512 Email: nh7@firmfaith.net

Developer:

Address:

City: State: Zip:

Phone: Fax: Email:

Engineer:

Address:

City: State: Zip:

Phone: Fax: Email:

Builder (if known):

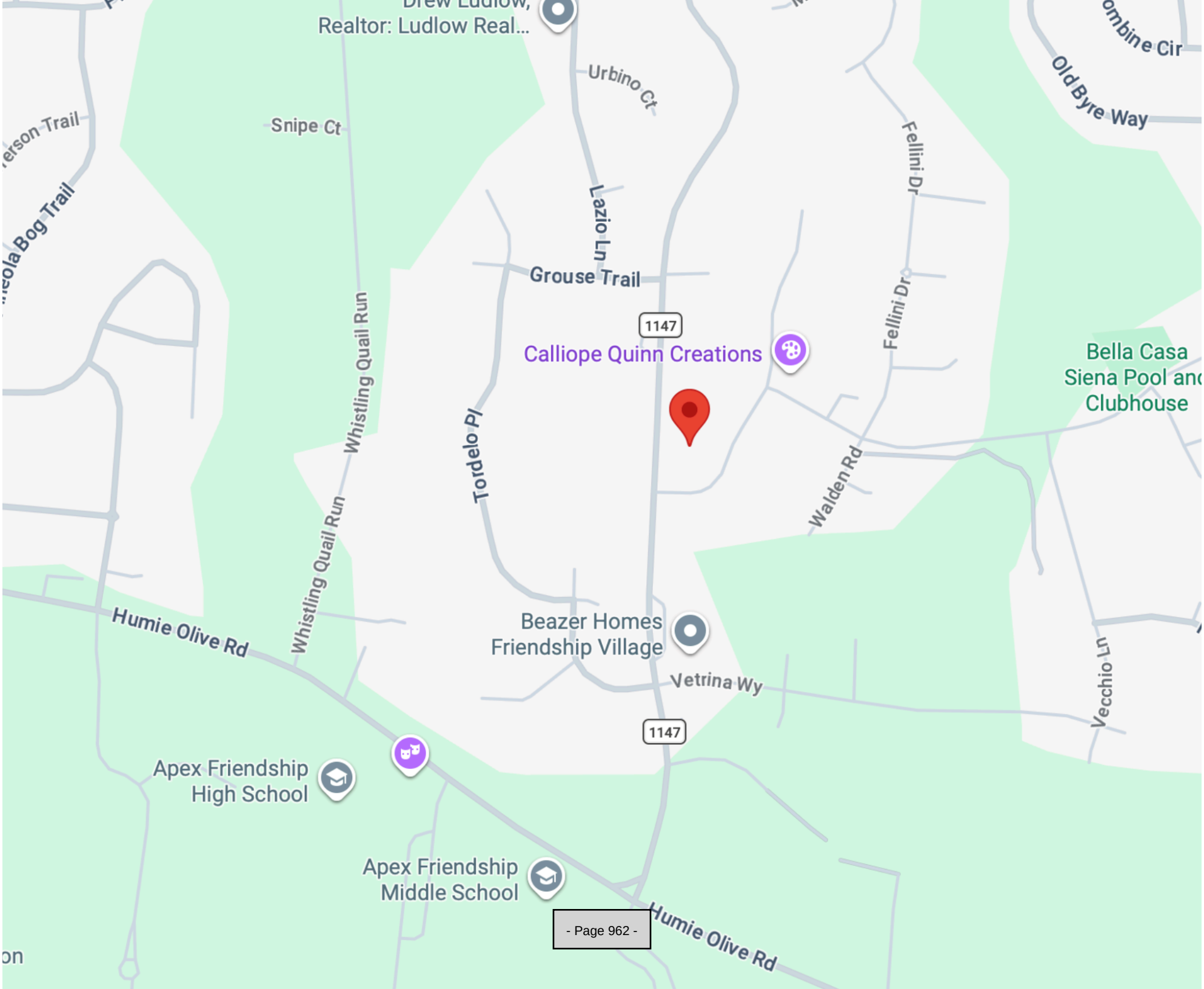
Address:

City: State: Zip:

Phone: Fax: Email:

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

Town of Apex Department Contacts	
Planning Department Main Number (Provide development name or location to be routed to correct planner)	(919) 249-3426
Parks, Recreation & Cultural Resources Department Angela Reincke, Parks Planning Manager	(919) 372-7468
Transportation & Infrastructure Development Russell Dalton, Traffic Engineering Manager	(919) 249-3358
Water Resources Department Jessica Bolin, Environmental Engineering Manager (Stormwater, Sedimentation & Erosion Control) Matt Reker, Utility Engineer/FOG Program Manager (Water & Sewer)	(919) 249-3537 (919) 946-4394
Electric Utilities Division Jared Harris, Electric Technical Services Manager	(919) 372-7466


Realtor: Ludlow Real...
Urbino Ct
Snipe Ct
Lazio Ln
Fellini Dr
Old Byre Way
Grouse Trail
1147
Calliope Quinn Creations
Bella Casa
Siena Pool and
Clubhouse
Whistling Quail Run
Tordelo Pl
Walden Rd
Humie Olive Rd
Beazer Homes
Friendship Village
Vetrina Wy
Vecchio Ln
Apex Friendship
High School
Apex Friendship
Middle School


Current Zoning Map
The Current Property zoned is Rural Residential.
The Surrounding Area is MD shown in the light yellow.
I am reqesting to split and zone the two properties MD as well

2913 Evans Rd

#2 Neighborhood Meeting Minutes

6/22

Attendees:

Duane Hennion

Melia Hennion

Brady Townsend

Kim Cordova

Sean

Bridget Ferber

Timeline:

Welcome and Introduction

Presentation

Questions and Answers (see below)

Melia Hennion-

How long is the house?

-125 ft by 30 is the house the maximum house box I think

When would approval be?

- Final approval would be in august

What is the sewer connection?

- Hoa denied sewer access twice straight through common land behind house. Trying to work out another way

Kim Cordova-

Is there a plan B?

- I have not thought of Plan B

Can you get two houses without sewer hookup?

- **No**

Will there be any landscape done to current house?

- **Not any until approval is finalized**

Is your sewer issue the same thing the guy across the street is dealing with?

- Yes.

When would you start building if approved?

- As soon as building permits are through

How do we get updates?

- Town of Apex should send mailers because I gave them two enveolpes of each name on the list for them to send out.

Brady Townsend-

Is this the same plan as last meeting?

- Yes

Why are they making you do another meeting?

- My guess is to keep you informed and maybe someone missed the first one that could make it to the second.

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, Noah Holmes, do hereby declare as follows:
Print Name

1. I have conducted a Neighborhood Meeting for the proposed Rezoning, Major Site Plan, Minor Site Plan, Residential Master Subdivision Plan, or Special Use Permit in accordance with UDO Sec. 2.2.7.B *Neighborhood Meeting*.

2. The meeting invitations were mailed to the Apex Planning Department, all property owners and tenants abutting and within 500 feet of the subject property and any neighborhood association that represents citizens in the notification area via first class mail a minimum of 14 days in advance of the Neighborhood Meeting.

3. The meeting was conducted at Microsoft Teams (Virtual) (location/address) on 6/22 (date) from 7:30 (start time) to 8:15 (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.

7/9/26
Date

By: Noah Holmes

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Joy H. Bouquin, a Notary Public for the above State and County, on this the 9 day of July, 2026.

SEAL

JOY H BOUQUIN
NOTARY
PUBLIC
WAKE COUNTY, NC

Joy H. Bouquin
Notary Public

Joy H. Bouquin
Print Name

My Commission Expires: 01/13/29

https://www.apexnc.org/DocumentCenter/View/55365/26CZ04PBCombinedNotice?bidId=

Draw | 1 of 2 | Edit with Acrobat

TOWN OF APEX
POST OFFICE BOX 250
APEX, NORTH CAROLINA 27502
PHONE 919-249-3426

PUBLIC NOTIFICATION
OF PUBLIC HEARINGS
CONDITIONAL ZONING #26CZ04
2913 Evans Road

Pursuant to the provisions of North Carolina General Statutes §160D-602 and to the Town of Apex Unified Development Ordinance (UDO) Section 2.2.11, notice is hereby given of public hearings before the Planning Board of the Town of Apex. The purpose of these hearings is to consider the following:

Applicant: Noah Holmes
Authorized Agent: Noah Holmes
Property Address: 2913 Evans Road
Acreage: ±0.46 acres
Property Identification Number (PIN): 0721820001
2045 Land Use Map Designation: Medium Density Residential
Existing Zoning of Property: Rural Residential (RR)
Proposed Zoning of Property: Medium Density Residential- Conditional Zoning (MD-CZ)

Public Hearing Location: Apex Town Hall
Council Chamber, 2nd Floor
73 Hunter Street, Apex, North Carolina

Planning Board Public Hearing Date and Time: July 13, 2026 at 4:30 PM
You may attend the meeting in person or view the meeting through the Town's YouTube livestream at: https://www.youtube.com/c/townofapexgov.

If you are unable to attend, you may provide a written statement by email to public.hearing@apexnc.org, or submit it to the clerk of the Planning Board, Jeri Pederson (322 N. Mason Street or USPS mail - P.O. Box 250, Apex, NC 27502), at least two business days prior to the Planning Board vote. You must provide your name and address for the record. The written statements will be delivered to the Planning Board prior to their vote. Please include the Public Hearing name in the subject line.

A separate notice of the Town Council public hearing on this project will be mailed and posted in order to comply with State public notice requirements.

Vicinity Map:



Property owners, tenants, and neighborhood associations within 500 feet of the proposed conditional zoning have been sent this notice via first class mail. All interested parties may submit comments with respect to the application by the means specified above. In addition to the above map, the location of the property may be viewed online at https://maps.raleighnc.gov/imaps. The 2045 Land Use Map may be viewed online at www.apexnc.org/DocumentCenter/View/479. You may call 919-249-3426, Planning Department, with questions or for further information. To view the petition and related documents on-line: https://www.apexnc.org/DocumentCenter/View/56048.

Dianne F. Khin, AICP
Planning Director

Published Dates: June 26 – July 13, 2026

8:32 AM
6/26/2026

https://www.apexnc.org/DocumentCenter/View/55365/26CZ04PBCombinedNotice?bidId=

Draw | 2 of 2 | Edit with Acrobat

TOWN OF APEX
PO BOX 250
APEX, NORTH CAROLINA 27502
TELEFONO 919-249-3426

NOTIFICACIÓN PÚBLICA DE AUDIENCIAS PÚBLICAS
ORDENAMIENTO TERRITORIAL CONDICIONAL #26CZ04
2913 Evans Road

De conformidad con las disposiciones de los Estatutos Generales de Carolina del Norte §160D-602 y con la Sección 2.2.11 de la Ordenanza de Desarrollo Unificado (UDO) del ayuntamiento de Apex, por la presente se notifican las audiencias públicas ante la Junta de Planificación de Apex. El propósito de estas audiencias es considerar lo siguiente:

Solicitante: Noah Holmes
Agente autorizado: Noah Holmes
Dirección de la propiedad: 2913 Evans Road
Superficie: ±0.46 acres
Números de identificación de la propiedad: 0721820001
Designación en el Mapa de Uso Territorial para 2045: Medium Density Residential
Ordenamiento territorial existente de la propiedad: Rural Residential (RR)
Ordenamiento territorial propuesto para la propiedad: Medium Density Residential-Conditional Zoning (MD-CZ)

Lugar de la audiencia pública: Ayuntamiento de Apex
Cámara del Consejo, 2º piso
73 Hunter Street, Apex, Carolina del Norte

Fecha y hora de la audiencia pública de la Junta de Planificación: 13 de julio de 2026 a 4:30 P.M.
Puede asistir a la reunión de manera presencial o seguir la transmisión en directo por YouTube a través del siguiente enlace: https://www.youtube.com/c/townofapexgov.

Si no puede asistir, puede enviar una declaración escrita por correo electrónico a public.hearing@apexnc.org, o presentarla a la secretaria de la Junta de Planificación, Jeri Pederson (322 N. Mason Street o por correo USPS a P.O. Box 250, Apex, NC 27502), al menos dos días hábiles antes de la votación de la Junta de Planificación. Debe proporcionar su nombre y dirección para que conste en el registro. Las declaraciones escritas se entregarán a la Junta de Planificación antes de la votación. No olvide incluir el nombre de la audiencia pública en el asunto.

De conformidad con los requisitos estatales de notificaciones públicas, se enviará por correo y se publicará por separado una notificación de la audiencia pública del Consejo Municipal sobre este proyecto.

Mapa de las inmediaciones:



Los propietarios, inquilinos y asociaciones de vecinos en un radio de 500 pies del Ordenamiento Territorial Condicional propuesto han recibido esta notificación por correo postal de primera clase. Todas las partes interesadas pueden presentar comentarios sobre la solicitud a través de los medios especificados anteriormente. La ubicación de la propiedad también puede verse aquí: https://maps.raleighnc.gov/imaps. Puede ver el Mapa de Uso Territorial para 2045 aquí: www.apexnc.org/DocumentCenter/View/479. Si tiene preguntas o desea obtener más información, puede comunicarse con el Departamento de Planificación al 919-249-3426. Puede ver la solicitud y otros documentos relacionados aquí: https://www.apexnc.org/DocumentCenter/View/56048

Dianne F. Khin, AICP
Directora de Planificación

Fechas de publicación: 26 de junio - 13 de julio de 2026

8:31 AM
6/26/2026

Legal Notice of Public Hearings / (| Microsoft Word - TC only-Regular

https://www.apexnc.org/DocumentCenter/View/55607/26CZ04TCCombinedNotice?bidId=

Maps/GIS | Team Apex Landin... | SharePoint Folders | Planning Tools | GeoCivix Home | Unified Developm... | Apex Pages | ECU | Documents - One...

1 of 2

TOWN OF APEX
POST OFFICE BOX 250
APEX, NORTH CAROLINA 27502
PHONE 919-249-3426

PUBLIC NOTIFICATION
OF PUBLIC HEARINGS
CONDITIONAL ZONING #26CZ04
2913 Evans Road

Pursuant to the provisions of North Carolina General Statutes §160D-602 and to the Town of Apex Unified Development Ordinance (UDO) Section 2.2.11, notice is hereby given of public hearings before the Planning Board and Town Council of the Town of Apex. The purpose of these hearings is to consider the following:

Applicant: Noah Holmes
Authorized Agent: Noah Holmes
Property Address: 2913 Evans Road
Acreage: ±0.46 acres
Property Identification Number (PIN): 0721820001
2045 Land Use Map Designation: Medium Density Residential
Existing Zoning of Property: Rural Residential (RR)
Proposed Zoning of Property: Medium Density Residential-Conditional Zoning (MD-CZ)

Public Hearing Location: Apex Town Hall
Council Chamber, 2nd Floor
73 Hunter Street, Apex, North Carolina

Comments received prior to the Planning Board public hearing will not be provided to the Town Council. Separate comments for the Town Council public hearing must be provided by the deadline specified below.

Town Council Public Hearing Date and Time: August 11, 2026 at 6:00 PM
You may attend the meeting in person or view the meeting through the Town's YouTube livestream at: https://www.youtube.com/c/townofapexnc.

If you are unable to attend, you may provide a written statement by email to public.hearing@apexnc.org, or submit it to the Office of the Town Clerk (73 Hunter Street or USPS mail - P.O. Box 250, Apex, NC 27502), at least two business days prior to the Town Council vote. You must provide your name and address for the record. The written statements will be delivered to the Town Council prior to their vote. Please include the Public Hearing name in the subject line.

Vicinity Map:



Property owners, tenants, and neighborhood associations within 500 feet of the proposed conditional zoning have been sent this notice via first class mail. All interested parties may submit comments with respect to the application by the means specified above. In addition to the above map, the location of the property may be viewed online at https://maps.raleighnc.gov/imaps. The 2045 Land Use Map may be viewed online at www.apexnc.org/DocumentCenter/View/478. You may call 919-249-3426, Planning Department, with questions or for further information. To view the petition and related documents on-line: https://www.apexnc.org/DocumentCenter/View/54048.

Search | 83°F Sunny | 8:45 AM 7/17/2026

Legal Notice of Public Hearings / (| Microsoft Word - TC only-Regular

https://www.apexnc.org/DocumentCenter/View/55607/26CZ04TCCombinedNotice?bidId=

Maps/GIS | Team Apex Landin... | SharePoint Folders | Planning Tools | GeoCivix Home | Unified Developm... | Apex Pages | ECU | Documents - One...

2 of 2

TOWN OF APEX
PO BOX 250
APEX, NORTH CAROLINA 27502
TELEFONO 919-249-3426

NOTIFICACIÓN PÚBLICA DE AUDIENCIAS PÚBLICAS
ORDENAMIENTO TERRITORIAL CONDICIONAL #26CZ04
2913 Evans Road

De conformidad con las disposiciones de los Estatutos Generales de Carolina del Norte §160D-602 y con la Sección 2.2.11 de la Ordenanza de Desarrollo Unificado (UDO) del ayuntamiento de Apex, por la presente se notifican las audiencias públicas ante el Consejo Municipal del Ayuntamiento de Apex. El propósito de estas audiencias es considerar lo siguiente:

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Lugar de la audiencia pública: Ayuntamiento de Apex
Cámara del Consejo, 2º piso
73 Hunter Street, Apex, Carolina del Norte

Los comentarios recibidos antes de la audiencia pública de la Junta de Planificación no se proporcionarán al Consejo Municipal. Los comentarios para la audiencia pública del Consejo Municipal deben presentarse por separado en el plazo especificado a continuación.

Fecha y hora de la audiencia pública del Consejo Municipal: 11 de agosto de 2026 6:00 P.M.
Puede asistir a la reunión de manera presencial o seguir la transmisión en directo por YouTube a través del siguiente enlace: https://www.youtube.com/c/townofapexnc.

Si no puede asistir, puede enviar una declaración escrita por correo electrónico a public.hearing@apexnc.org, o presentarla a la oficina del Secretario Municipal (73 Hunter Street o por correo USPS a P.O. Box 250, Apex, NC 27502), al menos dos días hábiles antes de la votación del Consejo Municipal. Debe proporcionar su nombre y dirección para que conste en el registro. Las declaraciones escritas se entregarán al Consejo Municipal antes de la votación. No olvide incluir el nombre de la audiencia pública en el asunto.

Mapa de las inmediaciones:



Los propietarios, inquilinos y asociaciones de vecinos en un radio de 500 pies del Ordenamiento Territorial Condicional propuesto han recibido esta notificación por correo postal de primera clase. Todas las partes interesadas pueden presentar comentarios sobre la solicitud a través de los medios especificados anteriormente. La ubicación de la propiedad también puede verse aquí: https://maps.raleighnc.gov/imaps. Puede ver el Mapa de Uso Territorial para 2045 aquí: www.apexnc.org/DocumentCenter/View/478. Si tiene preguntas o desea obtener más información, puede comunicarse con el Departamento de Planificación al 919-249-3426. Puede ver la solicitud y otros documentos relacionados aquí: https://www.apexnc.org/DocumentCenter/View/54048.

Dianne F. Khin, AICP
Directora de Planificación

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TOWN OF APEX
POST OFFICE BOX 250
APEX, NORTH CAROLINA 27502
PHONE 919-249-3426

PUBLIC NOTIFICATION OF PUBLIC HEARINGS

CONDITIONAL ZONING #26CZ04
2913 Evans Road

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Public Hearing Location: Apex Town Hall
Council Chamber, 2nd Floor
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Planning Board Public Hearing Date and Time: July 13, 2026 at 4:30 PM

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Vicinity Map:



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Dianne F. Khin, AICP
Planning Director

Published Dates: June 26 – July 13, 2026

TOWN OF APEX
PO BOX 250
APEX, NORTH CAROLINA 27502
TELÉFONO 919-249-3426

NOTIFICACIÓN PÚBLICA DE AUDIENCIAS PÚBLICAS

ORDENAMIENTO TERRITORIAL CONDICIONAL #26CZ04
2913 Evans Road

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Lugar de la audiencia pública: Ayuntamiento de Apex
Cámara del Consejo, 2º piso
73 Hunter Street, Apex, Carolina del Norte

Fecha y hora de la audiencia pública de la Junta de Planificación: 13 de julio de 2026 a 4:30 P.M.

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De conformidad con los requisitos estatales de notificaciones públicas, se enviará por correo y se publicará por separado una notificación de la audiencia pública del Consejo Municipal sobre este proyecto.

Mapa de las inmediaciones:



Los propietarios, inquilinos y asociaciones de vecinos en un radio de 500 pies del Ordenamiento Territorial Condicional propuesto han recibido esta notificación por correo postal de primera clase. Todas las partes interesadas pueden presentar comentarios sobre la solicitud a través de los medios especificados anteriormente. La ubicación de la propiedad también puede verse aquí: https://maps.raleighnc.gov/imaps. Puede ver el Mapa de Uso Territorial para 2045 aquí: www.apexnc.org/DocumentCenter/View/478. Si tiene preguntas o desea obtener más información, puede comunicarse con el Departamento de Planificación al 919-249-3426. Puede ver la solicitud y otros documentos relacionados aquí: https://www.apexnc.org/DocumentCenter/View/54048.

Dianne F. Khin, AICP
Directora de Planificación

TOWN OF APEX
POST OFFICE BOX 250
APEX, NORTH CAROLINA 27502
PHONE 919-249-3426

PUBLIC NOTIFICATION OF PUBLIC HEARINGS

CONDITIONAL ZONING #26CZ04
2913 Evans Road

Pursuant to the provisions of North Carolina General Statutes §160D-602 and to the Town of Apex Unified Development Ordinance (UDO) Section 2.2.11, notice is hereby given of public hearings before the Planning Board and Town Council of the Town of Apex. The purpose of these hearings is to consider the following:

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Council Chamber, 2nd Floor
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Comments received prior to the Planning Board public hearing will not be provided to the Town Council. Separate comments for the Town Council public hearing must be provided by the deadline specified below.

Town Council Public Hearing Date and Time: August 11, 2026 at 6:00 PM

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Dianne F. Khin, AICP
Planning Director

Published Dates: July 17- August 11, 2026

TOWN OF APEX
PO BOX 250
APEX, NORTH CAROLINA 27502
TELÉFONO 919-249-3426

NOTIFICACIÓN PÚBLICA DE AUDIENCIAS PÚBLICAS

ORDENAMIENTO TERRITORIAL CONDICIONAL #26CZ04
2913 Evans Road

De conformidad con las disposiciones de los Estatutos Generales de Carolina del Norte §160D-602 y con la Sección 2.2.11 de la Ordenanza de Desarrollo Unificado (UDO) del ayuntamiento de Apex, por la presente se notifican las audiencias públicas ante el Consejo Municipal del Ayuntamiento de Apex. El propósito de estas audiencias es considerar lo siguiente:

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Agente autorizado: Noah Holmes
Dirección de la propiedad: 2913 Evans Road
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Ordenamiento territorial propuesto para la propiedad: Medium Density Residential-Conditional Zoning (MD-CZ)

Lugar de la audiencia pública: Ayuntamiento de Apex
Cámara del Consejo, 2º piso
73 Hunter Street, Apex, Carolina del Norte

Los comentarios recibidos antes de la audiencia pública de la Junta de Planificación no se proporcionarán al Consejo Municipal. Los comentarios para la audiencia pública del Consejo Municipal deben presentarse por separado en el plazo especificado a continuación.

Fecha y hora de la audiencia pública del Consejo Municipal: 11 de agosto de 2026 6:00 P.M.

Puede asistir a la reunión de manera presencial o seguir la transmisión en directo por YouTube a través del siguiente enlace: https://www.youtube.com/c/townofapexgov.

Si no puede asistir, puede enviar una declaración escrita por correo electrónico a public.hearing@apexnc.org, o presentarla a la oficina del Secretario Municipal (73 Hunter Street o por correo USPS a P.O. Box 250, Apex, NC 27502), al menos dos días hábiles antes de la votación del Consejo Municipal. Debe proporcionar su nombre y dirección para que conste en el registro. Las declaraciones escritas se entregarán al Consejo Municipal antes de la votación. No olvide incluir el nombre de la audiencia pública en el asunto.

Mapa de las inmediaciones:



Los propietarios, inquilinos y asociaciones de vecinos en un radio de 500 pies del Ordenamiento Territorial Condicional propuesto han recibido esta notificación por correo postal de primera clase. Todas las partes interesadas pueden presentar comentarios sobre la solicitud a través de los medios especificados anteriormente. La ubicación de la propiedad también puede verse aquí: https://maps.raleighnc.gov/imaps. Puede ver el Mapa de Uso Territorial para 2045 aquí: www.apexnc.org/DocumentCenter/View/478. Si tiene preguntas o desea obtener más información, puede comunicarse con el Departamento de Planificación al 919-249-3426. Puede ver la solicitud y otros documentos relacionados aquí: https://www.apexnc.org/DocumentCenter/View/54048.

Dianne F. Khin, AICP
Directora de Planificación

Fechas de publicación: 17 de julio- 11 agosto de 2026

TOWN OF APEX
POST OFFICE BOX 250
APEX, NORTH CAROLINA 27502
PHONE 919-249-3426

AFFIDAVIT CERTIFYING
Public Notification – Written (Mailed) Notice

Section 2.2.11
Town of Apex Unified Development Ordinance

Project Name:	Conditional Zoning #26CZ04
Project Location:	2913 Evans Road
Applicant or Authorized Agent:	Noah Holmes
Planning Board Public Hearing Date:	July 13, 2026
Project Planner:	Thomas Rayle, Planner II

This is to certify that I, as Planning Director, mailed or caused to have mailed by first class postage for the above mentioned project on June 26, 2026, a notice containing the time and place, location, nature and scope of the application, where additional information may be obtained, and the opportunity for interested parties to be heard, to the property owners and tenants within 500' of the land subject to notification. I further certify that I relied on information from the Wake County Tax Assessor and the Town of Apex Master Address Repository provided to me by Town of Apex GIS Staff as to accuracy of the list and accuracy of mailing addresses of property owners and tenants within 500' of the land subject to notification.

6/29/2026
Date

Planning Director

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, LAUREN J SISSON, a Notary Public for the above State and County, this the 29th day of June, 2026.

LAUREN J SISSON
Notary Public - North Carolina
Wake County
My Commission Expires Oct 3, 2027
SEAL

Notary Public

My Commission Expires: 10/3/2027

TOWN OF APEX
POST OFFICE BOX 250
APEX, NORTH CAROLINA 27502
PHONE 919-249-3426

AFFIDAVIT CERTIFYING
Public Notification – Written (Mailed) Notice

Section 2.2.11
Town of Apex Unified Development Ordinance

Project Name:	Conditional Zoning #26CZ04
Project Location:	2913 Evans Road
Applicant or Authorized Agent:	Noah Holmes
Town Council Public Hearing Date:	August 11, 2026
Project Planner:	Thomas Rayle, Planner II

This is to certify that I, as Planning Director, mailed or caused to have mailed by first class postage for the above mentioned project on July 17, 2026, a notice containing the time and place, location, nature and scope of the application, where additional information may be obtained, and the opportunity for interested parties to be heard, to the property owners and tenants within 500' of the land subject to notification. I further certify that I relied on information from the Wake County Tax Assessor and the Town of Apex Master Address Repository provided to me by Town of Apex GIS Staff as to accuracy of the list and accuracy of mailing addresses of property owners and tenants within 500' of the land subject to notification.

7/20/2026
Date

Planning Director

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Lauren J Sisson, a Notary Public for the above State and County, this the 20th day of July, 2026.

Notary Public

LAUREN J SISSON
Notary Public - North Carolina
Wake County
My Commission Expires Oct 3, 2027

My Commission Expires: 10/3/27



Public Hearing Sign Posted By:

Signature

4/17/26

Date

WAKE COUNTY PUBLIC SCHOOL SYSTEM

Office of Student Assignment
5625 Dillard Dr.
Cary, NC 27518
studentassignment@wcpss.net

tel: (919) 431-7333
fax: (919) 694-7753

June 4, 2026

Dianne Khin, AICP
Director, Planning Department
Town of Apex
Dianne.Khin@apexnc.org

Dear Dianne,

The Wake County Public School System (WCPSS) Office of School Assignment received information about a proposed rezoning/development within the Town of Apex planning area. We are providing this letter to share information about WCPSS's capacity related to the proposal. The following information about the proposed rezoning/development was provided through the Wake County Residential Development Notification database:

- Date of application: April 1, 2026
- Name of development: 26CZ04 2913 Evans Rd
- Address of rezoning: 2913 Evans Rd
- Total number of proposed residential units: 2
- Type(s) of residential units proposed: Single-family detached

Based on the information received at the time of application, the Office of School Assignment is providing the following assessment of possible impacts to the Wake County Public School System:

☐ Schools at all grade levels within the current assignment area for the proposed rezoning/development are anticipated to have sufficient capacity for future students.

☑ Schools at the following grade levels within the current assignment area for the proposed rezoning/development are anticipated to have insufficient capacity for future students; transportation to schools outside of the current assignment area should be anticipated:

☐ Elementary ☑ Middle ☑ High

The following mitigation of capacity concerns due to school construction or expansion is anticipated:

☐ Not applicable – existing school capacity is anticipated to be sufficient.

☑ School expansion or construction within the next five years is not anticipated to address concerns.

☐ School expansion or construction within the next five years may address concerns at these grade levels:

☐ Elementary ☐ Middle ☐ High

Thank you for sharing this information with the Town of Apex Planning Board and Town Council as they consider the proposed rezoning/development.

Sincerely,

Susan W. Pullium, MSA
Senior Director

PLANNING BOARD REPORT TO TOWN COUNCIL

Rezoning Case: 26CZ04 2913 Evans Road

Planning Board Meeting Date: July 13, 2026

Report Requirements:

Per NCGS §160D-604(b), all proposed amendments to the zoning ordinance or zoning map shall be submitted to the Planning Board for review and comment. If no written report is received from the Planning Board within 30 days of referral of the amendment to the Planning Board, the Town Council may act on the amendment without the Planning Board report. The Town Council is not bound by the recommendations, if any, of the Planning Board.

Per NCGS §160D-604(d), the Planning Board shall advise and comment on whether the proposed action is consistent with all applicable officially adopted plans, and provide a written recommendation to the Town Council that addresses plan consistency and other matters as deemed appropriate by the Planning Board, but a comment by the Planning Board that a proposed amendment is inconsistent with the officially adopted plans shall not preclude consideration or approval of the proposed amendment by the Town Council.

PROJECT DESCRIPTION:

Acreage: ± 0.46 acres

PIN(s): 0721820001

Current Zoning: Rural Residential (RR)

Proposed Zoning: Medium Density Residential-Conditional Zoning (MD-CZ)

2045 Land Use Map: Medium Density Residential

Town Limits: ETJ

Applicable Officially Adopted Plans:

The Board must state whether the project is consistent or inconsistent with the following officially adopted plans, if applicable. Applicable plans have a check mark next to them.

☑ 2045 Land Use Map
☑ Consistent ☐ Inconsistent Reason: _____

☑ Apex Transportation Plan
☑ Consistent ☐ Inconsistent Reason: _____

☑ Parks, Recreation, Open Space, and Greenways Plan
☑ Consistent ☐ Inconsistent Reason: _____

Legislative Considerations:

The applicant shall propose site-specific standards and conditions that take into account the following considerations, which are considerations that are relevant to the legislative determination of whether or not the proposed conditional zoning district rezoning request is in the public interest. These considerations do not exclude the legislative consideration of any other factor that is relevant to the public interest.

1. *Consistency with 2045 Land Use Plan.* The proposed Conditional Zoning (CZ) District use's appropriateness for its proposed location and consistency with the purposes, goals, objectives, and policies of the 2045 Land Use Plan.
   ☑ Consistent ☐ Inconsistent Reason: _____

2. *Compatibility.* The proposed Conditional Zoning (CZ) District use's appropriateness for its proposed location and compatibility with the character of surrounding land uses.
   ☑ Consistent ☐ Inconsistent Reason: _____

3. *Zoning district supplemental standards.* The proposed Conditional Zoning (CZ) District use's compliance with Sec. 4.4 *Supplemental Standards*, if applicable.
   ☑ Consistent ☐ Inconsistent Reason: _____

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

5. *Design minimizes environmental impact.* The proposed Conditional Zoning District use's minimization of environmental impacts and protection from significant deterioration of water and air resources, wildlife habitat, scenic resources, and other natural resources.
   ☑ Consistent ☐ Inconsistent Reason: _____

6. *Impact on public facilities.* The proposed Conditional Zoning (CZ) District use's avoidance of having adverse impacts on public facilities and services, including roads, potable water and wastewater facilities, parks, schools, police, fire and EMS facilities.
   ☑ Consistent ☐ Inconsistent Reason: _____

7. *Health, safety, and welfare.* The proposed Conditional Zoning (CZ) District use's effect on the health, safety, or welfare of the residents of the Town or its ETJ.
   ☑ Consistent ☐ Inconsistent Reason: _____

8. *Detrimental to adjacent properties.* Whether the proposed Conditional Zoning (CZ) District use is substantially detrimental to adjacent properties.
   ☑ Consistent ☐ Inconsistent Reason: _____

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

10. *Other relevant standards of this Ordinance.* Whether the proposed Conditional Zoning (CZ) District use complies with all standards imposed on it by all other applicable provisions of this Ordinance for use, layout, and general development characteristics.
    ☑ Consistent ☐ Inconsistent Reason: _____

Planning Board Recommendation:

Motion: Recommend approval with the additional condition as proposed by staff.

Introduced by Planning Board member: Alyssa Byrd

Seconded by Planning Board member: Kristy Yule

☐ *Approval*: the project is consistent with all applicable officially adopted plans and the applicable legislative considerations listed above.

☑ *Approval with conditions*: the project is not consistent with all applicable officially adopted plans and/or the applicable legislative considerations as noted above, so the following conditions are recommended to be included in the project in order to make it fully consistent:

☐ *Denial*: the project is not consistent with all applicable officially adopted plans and/or the applicable legislative considerations as noted above.

With 9 Planning Board Member(s) voting "aye"

With 0 Planning Board Member(s) voting "no"

Reasons for dissenting votes:

This report reflects the recommendation of the Planning Board, this the 13th day of July 2026.

Attest:

Keith Braswell, Planning Board Chair

Amanda Bunce Digitally signed by Amanda Bunce Date: 2026.07.13 17:18:21 -04'00'

Amanda Bunce, Assistant Planning Director

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PUBLIC HEARING

Meeting Date: August 11, 2026

Item Details

Presenter(s): Bruce Venable, Planner III

Department(s): Planning

Requested Motion

Public hearing and possible motion concerning Rezoning Application No. 26CZ03 Veridea SD Plan Amendment Wake Tech Conlon Campus. The applicant, Todd Rechler, RXR Realty; Charles A. Scott, The Trustees of Wake Technical Community College, seeks to rezone approximately 34.16 acres from Sustainable Development-Conditional Zoning (SD-CZ #25ZC18) to Sustainable Development-Conditional Zoning (SD-CZ). The property is located at 0 E Williams St.

Approval Recommended?

The Planning Department recommends approval.

The Planning Board held a Public Hearing on July 13, 2026, and voted unanimously to recommend approval of Rezoning No. 26CZ03, subject to the conditions voluntarily offered by the applicant.

Item Details

The property to be rezoned is identified as PIN 0740782398 (portion of).

Attachments

- PH4-A1: Staff Report - Rezoning Case No. 26CZ03 - Veridea SD Plan Amendment Wake Tech Conlon Campus
- PH4-A2: Planning Board Report to Town Council - Rezoning Case No. 26CZ03 - Veridea SD Plan Amendment Wake Tech Conlon Campus

All property owners, tenants, and neighborhood associations within 500 feet of this rezoning have been notified per UDO Sec. 2.2.11 *Public Notification*.

BACKGROUND INFORMATION:

Location: 0 E. Williams St, portion of

Applicants: Charles A. Scott, The Trustees of Wake Technical Community College; RXR LEN APEX OWNER LLC

Owners: Charles A. Scott, The Trustees of Wake Technical Community College; RXR LEN APEX OWNER LLC

PROJECT DESCRIPTION:

Acreage: ± 34.16

PINs: 0740782398, portion of

Current Zoning: Sustainable Development-Conditional Zoning (SD-CZ #25CZ18)

Proposed Zoning: Sustainable Development-Conditional Zoning (SD-CZ) for Veridea

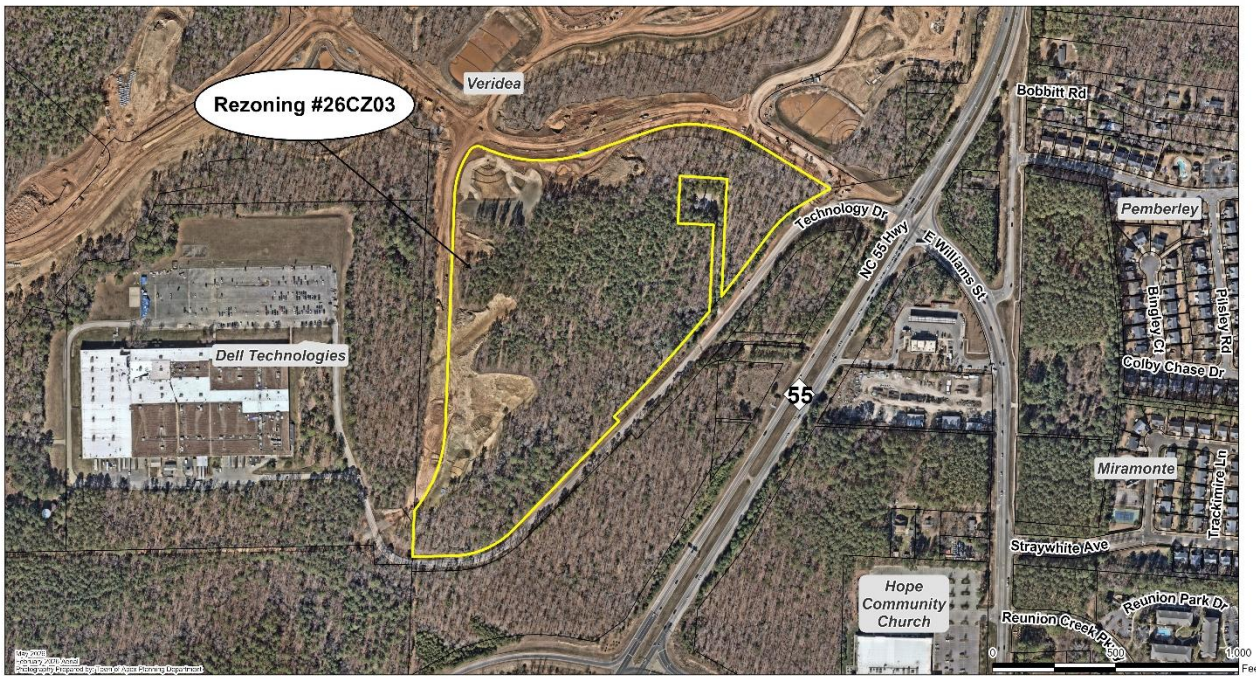
2045 Land Use Map: Medium Density Residential, High Density Residential, Industrial Employment, Office Employment, Commercial Services

Town Limits: Corporate Limits

Adjacent Zoning & Land Uses:

	Zoning	Land Use
North:	Sustainable Development-Conditional Zoning (SD-CZ #25CZ18)	Future Forest Light Way; Vacant (Future commercial and residential uses)
South:	Light Industrial (LI); Rural Residential (RR); Planned Unit Development-Conditional Use (PUD-CU #02CU07)	Vacant; Technology Dr.
East:	Sustainable Development-Conditional Zoning (SD-CZ #25CZ18)	E Williams St; Vacant; Technology Dr; Vacant
West:	Light Industrial (LI); Sustainable Development-Conditional Zoning (SD-CZ #25CZ18)	Dell Technologies; Vacant

Existing Conditions:
The portion of the property proposed to be rezoned totals ±34.16 acres and is generally located south of US 1 Highway, north of NC 540 Highway, west of E. Williams Street, and with frontage along Technology Drive.



Neighborhood Meetings:
The applicant conducted neighborhood meetings on February 25, 2026, and June 10, 2026. The neighborhood meeting reports are attached.

2045 Land Use Map:
The 2045 Land Use Map classifies the subject properties as Regional Mixed Use: Medium Density Residential/High Density Residential/Office Employment/Commercial Services/Industrial Employment. The proposed rezoning to Sustainable Development-Conditional Zoning (SD-CZ) is consistent with that land use classification.

WCPSS COORDINATION:
A Letter of Impact from Wake County Public School System (WCPSS) was not requested for this rezoning as no additional residential units are requested as part of this rezoning.

VERIDEA SD PLAN HISTORY:

The Sustainable Development-Conditional Zoning (SD-CZ) district and the original rezoning for Veridea (#09CZ07) were both approved in May 2011 . The adopted Sustainable Development Plan (SD Plan), last amended in November 2025 (#25CZ18), allows for the development of an efficient, transit-oriented mixed-use development in an urban context that also seeks to integrate nature throughout the community.

As required by the SD Plan, an Environmental Enhancement Plan was adopted in February 2023 and a Pattern Book was adopted in August 2024 before development commenced.

The full SD Plan is attached to this report.

PROPOSED AMENDMENTS:

Following the announcement that the Conlon Western Wake Campus for Wake Technical Community College would be located within Veridea, the SD Plan was evaluated to determine what amendments were necessary to accommodate a large, campus-style educational institution within a development originally envisioned as a compact, urban, mixed-use environment. The evaluation is similar to what occurred for the North Carolina Children's Hospital campus. The proposed amendments apply only to the approximately 34-acre Conlon Western Wake Campus. Where an exemption is granted from the SD Plan, development will default to the current Unified Development Ordinance (UDO) standards unless otherwise specified.

Summary of Amendments:

The following is a general summary of the proposed changes. The full text of the proposed amendments is in the attached SD Plan amendment letter.

1. Thoroughfares and sidewalks –Allows private thoroughfares and sidewalks to serve the Wake Tech campus while maintaining public access easements along private sidewalks adjacent to public streets.
2. B-Grid Redevelopment Requirements – Exempts the campus from requirements intended to accommodate future redevelopment into an A-Grid urban street pattern.
3. Community Design Standards – Exempts the campus from block perimeter limitations and certain public street frontage requirements; applicable lot frontage standards default to the current UDO.
4. Building Standards – Exempts or modifies standards related to lot dimensions, building disposition, setbacks, frontage buildout, multiple principal buildings, and principal entrance orientation.
5. Building Configuration and Frontage Standards – Exempts requirements for private frontage types, corner lots, stepbacks, expression lines, and parking layer placement.
6. Glazing Requirements – Maintains glazing requirements on public-facing facades while allowing glazing on non-visible facades to be averaged.
7. Streetscreens – Removes the requirement for streetscreens where no building fronts the street.
8. Parking and Driveway Access – Allows driveway widths to comply with Town standards or TRC approval.
9. Tables – Exempts the campus from several tables related to design standards and modifies Table 14 to provide flexibility for block layout, setbacks, and building disposition.
10. Permitted Uses – Adds Vocational School as a permitted use for the campus property.
11. General Campus Standard – Requires all lots within the campus to front on a public street.

STAFF REVIEW AND ANALYSIS

PLANNING STAFF ANALYSIS:

The original design intent for Veridea was to create a compact, urban, mixed-use development characterized by a walkable block pattern, form-based design standards, and a transit-oriented development pattern. The adopted SD Plan did not anticipate the inclusion of a large, campus-style institutional use such as the

proposed Wake Technical Community College campus. Planning staff supports the proposed amendments, as they provide the flexibility necessary to accommodate the unique design, circulation, and operational needs of a higher education campus while maintaining the overall vision and intent of the Veridea development.

ENVIRONMENTAL ADVISORY BOARD:
This rezoning was exempt from meeting with the Environmental Advisory Board per UDO Sec. 2.1.9.A.2.a.

PLANNING STAFF RECOMMENDATION:
Planning staff recommends approval of Rezoning #26CZ03 with the conditions as offered by the applicant.

PLANNING BOARD RECOMMENDATION:
The Planning Board held a Public Hearing on July 13, 2026, and voted unanimously to recommend approval of Rezoning #26CZ03, subject to the conditions voluntarily offered by the applicant.

ANALYSIS STATEMENT OF THE REASONABLENESS OF THE PROPOSED REZONING:
This Statement will address consistency with the Town's comprehensive and other applicable plans, reasonableness, and effect on public interest:

The 2045 Land Use Map classifies the subject property as Regional Mixed Use: Medium Density Residential/High Density Residential/Office Employment/Commercial Services/Industrial Employment. The proposed amendments to the Sustainable Development-Conditional Zoning (SD-CZ) district are consistent with that land use classification.

The proposed rezoning is reasonable and in the public interest because it recognizes changes needed due to conditions that have changed since 2011 and will provide the flexibility in design standards needed to construct the proposed Conlon Western Wake Campus for Wake Technical Community College.

CONDITIONAL ZONING STANDARDS:
The Town Council shall find the amendments to the SD-CZ designation demonstrates compliance with the following standards. 2.3.3.F:

Legislative Considerations
The applicant shall propose site-specific standards and conditions that take into account the following considerations, which are considerations that are relevant to the legislative determination of whether or not the proposed conditional zoning district rezoning request is in the public interest. These considerations do not exclude the legislative consideration of any other factor that is relevant to the public interest.

1) *Consistency with 2045 Land Use Map.* The proposed Conditional Zoning District use's appropriateness for its proposed location and consistency with the purposes, goals, objectives, and policies of the 2045 Land Use Map.

2) *Compatibility.* The proposed Conditional Zoning District use's appropriateness for its proposed location and compatibility with the character of surrounding land uses.

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

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

5) *Design minimizes environmental impact.* The proposed Conditional Zoning District use's minimization of environmental impacts and protection from significant deterioration of water and air resources, wildlife habitat, scenic resources, and other natural resources.

6) *Impact on public facilities.* The proposed Conditional Zoning District use's avoidance of having adverse impacts on public facilities and services, including roads, potable water and wastewater facilities, parks, schools, police, fire and EMS facilities.

7) *Health, safety, and welfare.* The proposed Conditional Zoning District use's effect on the health, safety, or welfare of the residents of the Town or its ETJ.

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

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

10) *Other relevant standards of this Ordinance.* Whether the proposed Conditional Zoning District use complies with all standards imposed on it by all other applicable provisions of this Ordinance for use, layout, and general development characteristics.


Rezoning #26CZ03
Veridea
Bobbitt Rd
Technology Dr
NC 55 Hwy
E Williams St
Pemberley
Bingley Ct
Pilsley Rd
Colby Chase Dr
Dell Technologies
55
Miramonte
Trackimire Ln
Straywhite Ave
Hope Community Church
Reunion Park Dr
Reunion Creek Pkwy
May 2026
February 2026 Aerial
Photography Prepared by: Town of Apex Planning Department
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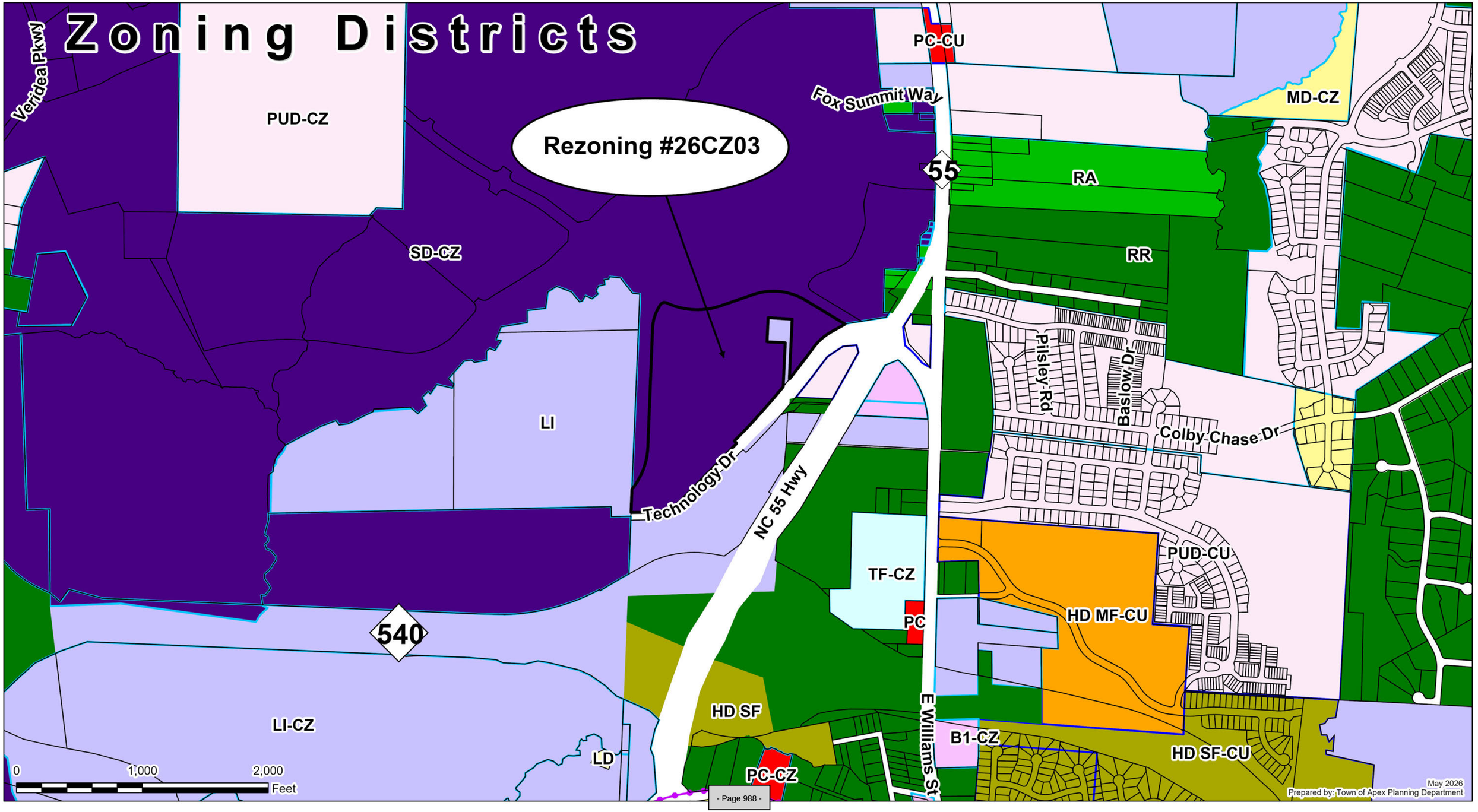
500
1,000
Fee


Zoning Districts
Veridea Pkwy
PUD-CZ
Rezoning #26CZ03
Fox Summit Way
PC-CU
MD-CZ
55
RA
RR
SD-CZ
LI
Pilsley Rd
Baslow Dr
Colby Chase Dr
Technology Dr
NC 55 Hwy
PUD-CU
TF-CZ
PC
HD MF-CU
540
HD SF
E Williams St
B1-CZ
HD SF-CU
LI-CZ
LD
PC-CZ
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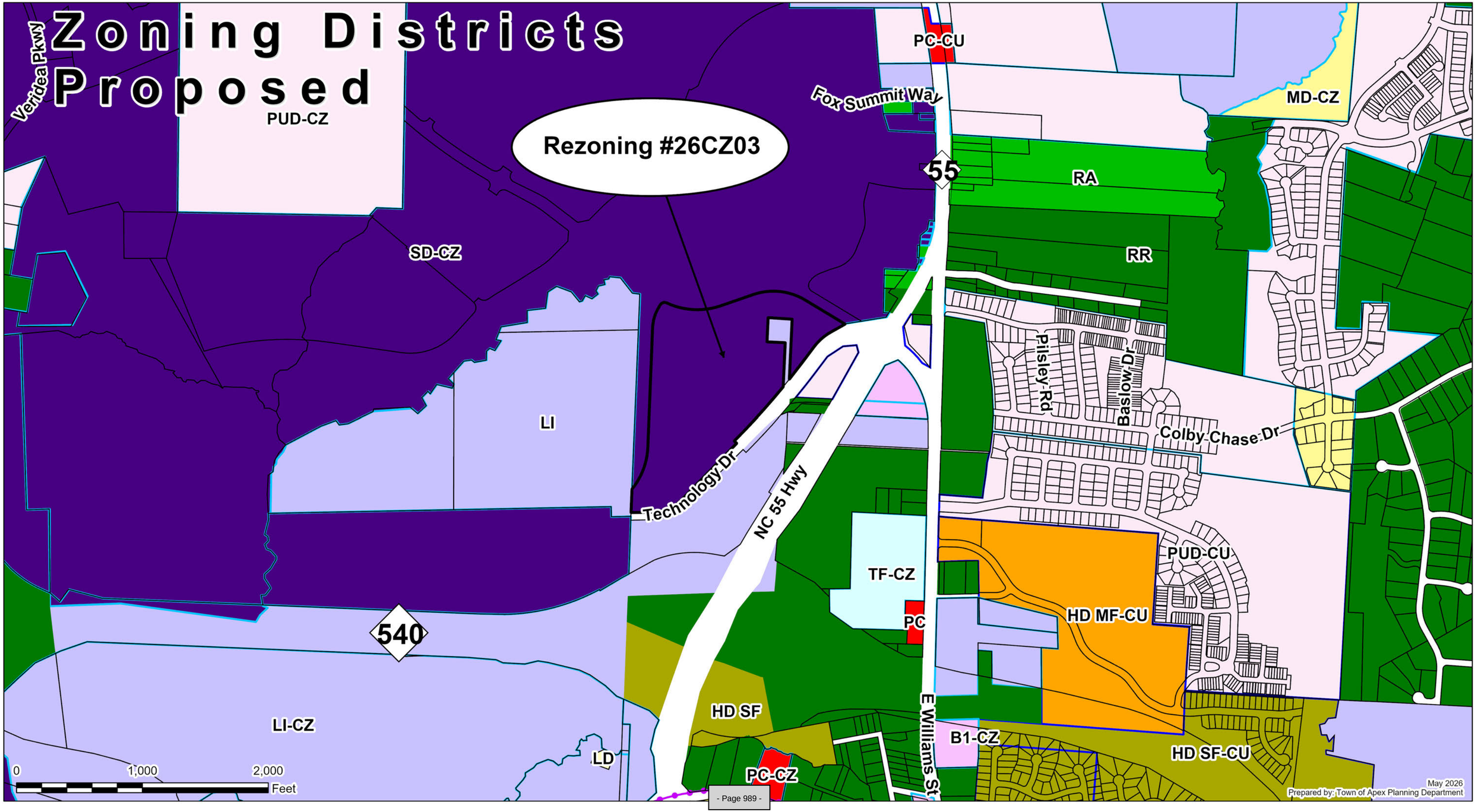
2,000
Feet
May 2026
Prepared by: Town of Apex Planning Department


Zoning Districts
Proposed
Rezoning #26CZ03
Veridea Pkwy
Fox Summit Way
PUD-CZ
PC-CU
MD-CZ
55
RA
RR
SD-CZ
LI
Pilsley Rd
Baslow Dr
Colby Chase Dr
Technology Dr
NC 55 Hwy
PUD-CU
TF-CZ
PC
HD MF-CU
540
HD SF
E Williams St
LI-CZ
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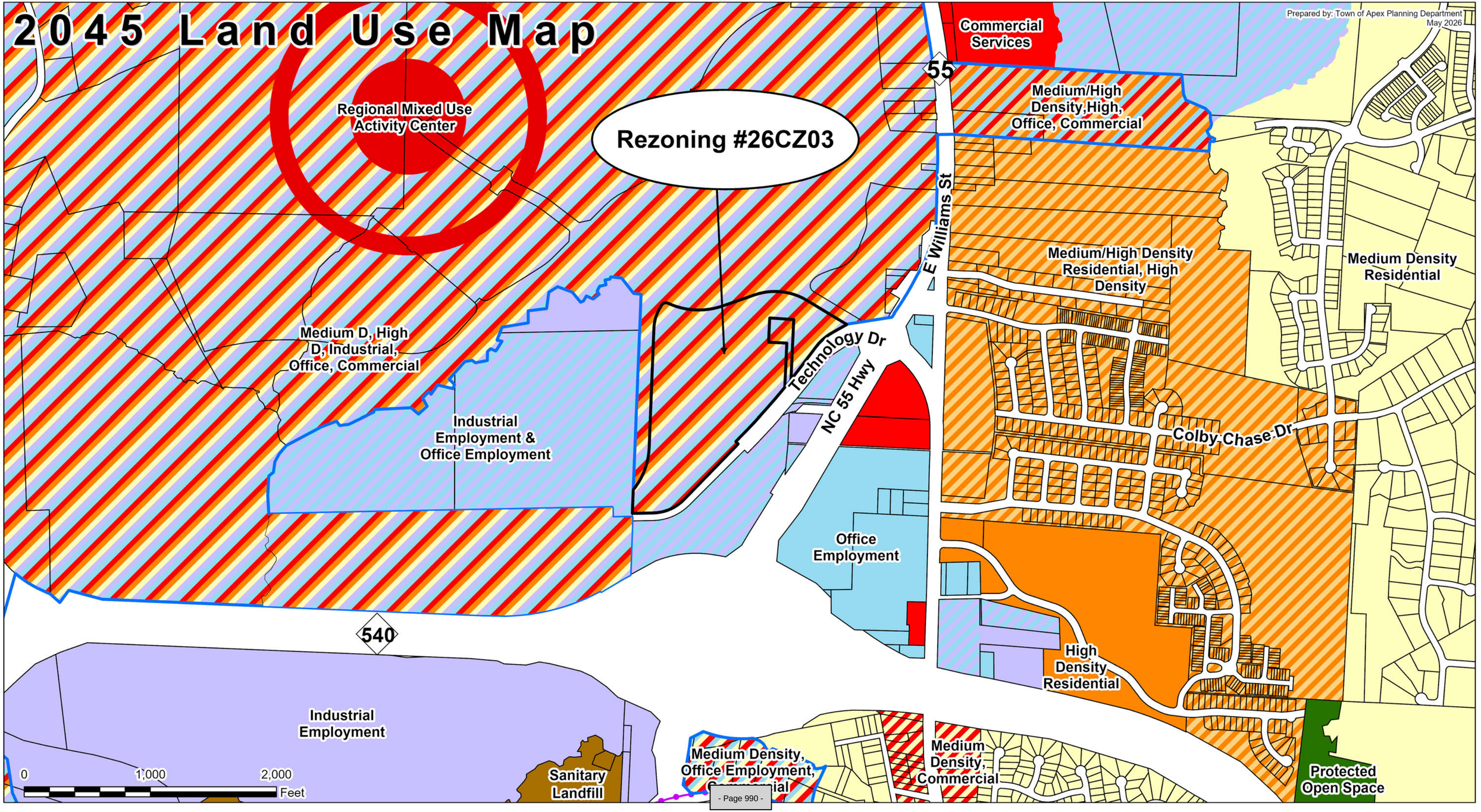
Feet
May 2026
Prepared by: Town of Apex Planning Department


2045 Land Use Map
Prepared by: Town of Apex Planning Department
May 2026
Regional Mixed Use Activity Center
Rezoning #26CZ03
Commercial Services
55
Medium/High Density,High, Office, Commercial
E Williams St
Medium/High Density Residential, High Density
Medium Density Residential
Medium D, High D, Industrial, Office, Commercial
Technology Dr
NC 55 Hwy
Industrial Employment & Office Employment
Colby Chase Dr
Office Employment
540
High Density Residential
Industrial Employment
Medium Density, Office Employment,
Medium Density, Commercial
Protected Open Space
Sanitary Landfill
0
1,000
2,000
Feet

(REZONING) PETITION TO AMEND THE OFFICIAL ZONING DISTRICT MAP

REZONING PETITION SUBMISSION:	REZONING PETITION FEES:
Applications and fees are due by 12:00 pm on the first business day of each month. See the Rezoning Schedule on the website for details. **LATE FEE:** $350	Conditional Zoning: $1,000.00 +$25/acre Rezoning: $700.00* +$25/acre *No zoning conditions may be added to address concerns of staff, adjacent property owners, Planning Board, or Town Council

PRE-APPLICATION MEETING: A pre-application meeting with the Technical Review Committee (TRC) is required to be scheduled prior to sending notices for the required pre-application Neighborhood Meeting and prior to submittal of a Rezoning Petition. Pre-application meetings with the TRC are typically scheduled during regular business hours on the 1st, 2nd, and 5th Thursdays of the month. To schedule an appointment for a meeting, the applicant must complete and upload the Rezoning Pre-Application Meeting Request form. Please contact Planner Joshua Killian (joshua.killian@apexnc.org) to finalize the appointment time. All required documents must be uploaded at least five (5) working days prior to the pre-application appointment. The invitation to the meeting will be sent to the applicant and staff once the required information is uploaded.

PURPOSE OF A CONDITIONAL ZONING: Conditional Zoning (CZ) Districts are zoning districts in which the development and use of property is subject to the ordinance standards applicable to the corresponding general use district as well as additional rules, regulations, and conditions that are imposed as part of the legislative decision creating the district. A Conditional Zoning (CZ) District allows particular uses to be established only in accordance with site specific standards and conditions pertaining to each individual development project. All site-specific standards and conditions must be consistent with the objectives of these regulations, the adopted 2045 Land Use Map, and adopted area plans. The review process established in this part provides for the accommodation of such uses by a reclassification of property into a CZ District, subject to site-specific standards and conditions.

NEIGHBORHOOD MEETING: One (1) neighborhood meeting prior to application submittal and another meeting in the month prior to the anticipated public hearing date are required per UDO Sec. 2.2.7. The applicant is required to notify property owners, tenants, and any neighborhood association that represents citizens that are abutting or within 500 feet of the subject property via first class mail a minimum of 14 days in advance of the neighborhood meeting. The notification list must be obtained by emailing addressing.team@apexnc.org and will be provided within 5-10 business days of the initial request. The applicant shall use their own return address on the envelopes as the meeting is a private meeting between the developer and the neighbors. In their initial submittal, the applicant shall submit the "Neighborhood Meeting Packet" forms included in this application packet. The Neighborhood Meeting Packet is located at the very end of this document.

ANNEXATION REQUIREMENTS: If a property or portion thereof subject to this rezoning is outside the corporate limits and ETJ, an annexation petition is **required** to be submitted on the same day as this application.

Electronic Submittal Requirements: **Submit via the GeoCivix (IDT Plans) Website**

- One (1) original Rezoning Petition Application
- Written Metes and Bounds Legal Description
- Agent Authorization Form & Affidavit of Ownership
- Neighborhood Meeting Packet
- WCPSS Residential Development Notice Form
- If applicable: Annexation Petition, map, legal description, and fee uploaded separately
- Notification list including property owners of the land subject to the application, all property owners and tenants abutting and located within 500 feet of the land subject to the application, and any neighborhood association that represents citizens within the notification area. This list must be obtained by emailing addressing.team@apexnc.org and will be provided within 5-10 business days of the initial request.

Hard Copy Submittal Requirements: Submit to Planning Department (322 N. Mason Street, 2nd floor)

- Two (2) sets of envelopes addressed to property owners subject to the application and to those on the notification list.
  - Addresses must be from the notification list obtained by emailing addressing.team@apexnc.org
  - Affixed with first class stamps and the following return address: Town of Apex Planning Department
P.O. Box 250
Apex, NC 27502
- Petition Fee by one of the following forms of payment:
  - Visa or Master Card (online only);
  - Cash (exact amount only); or
  - Check payable to 'Town of Apex'

NEIGHBORHOOD MEETING: One (1) neighborhood meeting prior to application submittal and another meeting in the month prior to the anticipated public hearing date are required per UDO Sec. 2.2.7. The applicant is required to notify property owners, tenants, and any neighborhood association that represents citizens that are abutting or within 500 feet of the subject property via first class mail a minimum of 14 days in advance of the neighborhood meeting. The notification list must be obtained by emailing addressing.team@apexnc.org and will be provided within 5-10 business days of the initial request. The applicant shall use their own return address on the envelopes as the meeting is a private meeting between the developer and the neighbors. In their initial submittal, the applicant shall submit the "Neighborhood Meeting Packet" forms included in this application packet. The Neighborhood Meeting Packet is located at the very end of this document.

REVIEW FOR SUFFICIENCY: Incomplete plans will be returned to the applicant and sufficiently complete applications are forwarded to TRC staff for review.

REVIEW BY STAFF: TRC staff reviews the application to determine compliance with the Unified Development Ordinance (UDO). If the application is determined not to be compliant with the UDO, comments will be sent to the applicant. The applicant must address all staff comments before any public hearings are scheduled.

REVIEW BY THE ENVIRONMENTAL ADVISORY BOARD (EAB): Most applications for Conditional Rezoning must be reviewed by the EAB during the staff review portion of the process (refer to UDO Sec. 2.1.9 for standards). The EAB will offer suggested zoning conditions to the applicant. To request to be on the EAB agenda, applicants must contact Environmental Programs Coordinator Nora Skinner (nora.skinner@apexnc.org) at least five (5) working days prior to the desired EAB meeting. The EAB meets at 6:00 p.m. on the 3rd Thursday of the month unless otherwise noted. Review by the EAB must occur at least one (1) month in advance of the public hearing notification in order to maintain the published schedule. This allows time for staff to review any additional zoning conditions proposed based on the EAB's recommendations.

PUBLIC HEARING NOTIFICATION: Notification of the public hearing will take place by three different methods.

1. A written notice will be prepared by Planning staff and sent to property owners, tenants, and neighborhood associations abutting and within 500 feet of the land subject to the application not more than 25 days nor less than 10 days prior to the public hearings, as required by the UDO.
2. A notice will be published on the Town of Apex website (www.apexnc.org) no less than 10 days, but not more than 25 days, prior to the public hearings.
3. A public hearing sign will be posted at the land subject to the application at least 10 days prior to the public hearings.

1ST PUBLIC HEARING/PLANNING BOARD MEETING: The Planning Board will consider the application, relevant support materials, the Staff Report, and public testimony given at the public hearing. After the public hearing the Planning Board will make a recommendation to the Town Council. The Planning Board may recommend approval, approval with conditions, or disapproval. The application is then forwarded to the Town Council. The Planning Board meets at 4:30 p.m. in the Town Hall Council Chambers on the date indicated on the Rezoning Schedule.

2ND PUBLIC HEARING/TOWN COUNCIL MEETING: The Town Council will consider the application, relevant support materials, the Staff Report, the Planning Board recommendation, and public testimony given at the public hearing. After the public hearing the Town Council will either vote to continue action on the application to a subsequent meeting or vote to approve, approve with conditions, or disapprove the rezoning. The Town Council meets at 6:00 p.m. in the Town Council Chamber on the date indicated on the Rezoning Schedule.

PETITION TO AMEND THE OFFICIAL ZONING MAP

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

Application #: 26CZ03 Submittal Date: March 2nd, 2026

Fee Paid:

Project Information

Project Name: Veridea SD-CZ Text Amendment (Wake Tech Conlon Western Wake Campus)

Address(es): 0 E Williams St., Apex, NC (portion of)

PIN(s): 0740782398 (portion of)

Acreage: +/-34.16 acres

Current Zoning: SD-CZ Proposed Zoning: SD-CZ

Current 2045 LUM Classification(s): Regional Mixed Use (RMU)

Is the proposed rezoning consistent with the 2045 LUM Classification(s)? Yes ☑ No ☐

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

Area classified as mixed use:	Acreage:	+/- 34.16 acres
Area proposed as non-residential development:	Acreage:	+/- 34.16 acres
Percent of mixed use area proposed as non-residential:	Percent:	+/- 34.16 acres

Applicant Information

Name: The Trustees of Wake Technical Community College c/o Charles A. Scott

Address: 9101 Fayetteville Road

City: Raleigh State: NC Zip: 27603

Phone: 919-866-5427 E-mail: cscott17@waketech.edu

Owner Information

Name: The Trustees of Wake Technical Community College c/o Charles A. Scott

Address: 9101 Fayetteville Road

City: Raleigh State: NC Zip: 27603

Phone: 919-866-5427 E-mail: cscott17@waketech.edu

Agent Information

Name: Bronwyn Redus, McAdams

Address: 621 Hillsborough St., Ste. 500

City: Raleigh State: NC Zip: 27603

Phone: 919-361-5000 E-mail: redus@mcadamsco.com

Other contacts: Sarah Van Every, McAdams (vanevery@mcadamsco.com)
James Eason, McAdams (eason@mcadamsco.com)
Matthew Carpenter, Parker Poe (matthew.carpenter@parkerpoe.com)

PETITION INFORMATION

Application #: 26CZ03 Submittal Date: _____

An application has been duly filed requesting that the property described in this application be rezoned from SD-CZ to SD-CZ. It is understood and acknowledged that if the property is rezoned as requested, the property described in this request will be perpetually bound to the use(s) authorized and subject to such conditions as imposed, unless subsequently changed or amended as provided for in the Unified Development Ordinance (UDO). It is further understood and acknowledged that final plans for any specific development to be made pursuant to any such Conditional Zoning shall be submitted for site or subdivision plan approval, as required by the UDO. Use additional pages as needed.

PROPOSED USES:

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

1	The uses will be consistent with the	21	
2	amended Veridea SD Plan.	22	
3	See SD Amendment Letter (attached).	23	
4		24	
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PETITION INFORMATION

Application #: 26CZ03 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.

The proposed modifications to the SD-CZ plan are included in the attached letter (Exhibit 1). All other conditions within the SD-CZ plan will apply to the site.

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 parcel is designated Regional Mixed Use (RMU) on the 2045 Land Use Map. SD Zoning is permitted in all mixed use centers including RMU, so the proposed zoning is consistent with the land use map designation.

2) *Compatibility.* The proposed Conditional Zoning (CZ) District use's appropriateness for its proposed location and compatibility with the character of surrounding land uses.

The proposed conditional zoning will facilitate the development of Wake Tech's new Conlon Western Wake Campus. The higher education use will contribute to the vibrant mixed use center of Veridea.

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

The proposed uses will comply with the Veridea SD Plan and any applicable standards of Town of Apex UDO Section 4.4.

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

The proposed text amendments to the Veridea SD Conditional Zoning will allow for optimal educational campus design which will minimize adverse impact on adjacent properties and roadways.

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 guiding principles and standards of the Veridea SD Plan prioritize environmental sustainability and stewardship. The proposed text amendment will continue to abide by these environmental principals and standards.

6) *Impact on public facilities.* The proposed Conditional Zoning (CZ) District use's avoidance of having adverse impacts on public facilities and services, including roads, potable water and wastewater facilities, parks, schools, police, fire and EMS facilities.

To our knowledge, there are sufficient public facilities and services to serve the development of this parcel, consistent with this conditional zoning and the Town of Apex UDO.

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 text amendment will not have any negative impact on health, safety, or welfare of residents of the Town or its ETJ. The proposed zoning will facilitate the development of a new college campus, which seeks to improve health and welfare outcomes for the community.

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

The proposed text amendment does not request any reduction in required buffer areas and will not create a substantial detriment to adjacent properties.

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

The proposed text amendment will not create a hazard or nuisance to surrounding areas. Future development will be consistent with the Veridea SD Plan and will be consistent with the size, scale, and intensity of the surrounding Veridea 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 proposed text amendment will comply with all applicable standards of the Town of Apex UDO.

AGENT AUTHORIZATION FORM

Application #: _____ Submittal Date: 3/2/2026

The Trustees of Wake Technical Community College is the owner* of the property for which the attached application is being submitted:

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

The property address is: 0 E Williams St, Apex, NC 27539 (portion of)

The agent for this project is: Bronwyn Redus

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

Agent Name: Bronwyn Redus

Address: 621 Hillsborough St., Ste. 500

Telephone Number: 919-361-5000

E-Mail Address: redus@mcadamsco.com

Signature(s) of Owner(s)*:

Charles A. Scott o/b/o The Trustees of Wake Technical Community College 3/2/2026

Type or print name Date

_____

_____

Type or print name Date

Attach additional sheets if there are additional owners.

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

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

AFFIDAVIT OF OWNERSHIP

Application #: _____ Submittal Date: _____

The undersigned, Charles A. Scott (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 0740782398 (portion of) and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").

2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.

3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated 03/20/2023, and recorded in the Wake County Register of Deeds Office on 03/21/2023, in Book 019288 Page 02591 - 02595.

4. If Affiant is the authorized agent of the owner(s) of the Property, Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).

5. If Affiant is the owner of the Property, from the time Affiant was deeded the Property on 03/20/2023, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on 03/20/2023, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.

This the 23 day of July, 2026.

Charles Scott obo The Trustees of Wake Technical Community College (seal)

Charles A. Scott

Type or print name

STATE OF NORTH CAROLINA
COUNTY OF Wake

I, the undersigned, a Notary Public in and for the County of Johnston, hereby certify that Charles A. Scott, Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's North Carolina Driver License, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.

MARLENE HAYES McRAE
NOTARY PUBLIC
JOHNSTON COUNTY, NORTH CAROLINA
My Commission Expires 9/26/2029.

[NOTARY SEAL]

Marlene Hayes McRae
Notary Public
State of North Carolina
My Commission Expires: 9/26/2029

AFFIDAVIT OF OWNERSHIP: EXHIBIT A – LEGAL DESCRIPTION

Application #: _____ Submittal Date: _____

Insert legal description below.

Beginning at a point on the northern right of way line of Technology Drive (a variable-width public right of way), as shown on Book of Maps 2008, page 448, the point of beginning; thence leaving the northern right of way line of Technology Drive, North 02°16'22" East a distance of 50.18 feet to a point; thence North 02°17'00" East a distance of 136.79 feet to a point; thence with a curve to the left a radius of 563.00 feet, an arc length of 362.12 feet, a chord bearing of North 20°42'35" East, a chord length of 355.91 feet to a point; thence North 02° 17'00" East a distance of 948.40 feet to a point; thence with a curve to the right a radius of 341.00 feet, an arc length of 173.79 feet, a chord bearing of North 16°53'00" East, a chord length of 171.91 feet to a point; thence North 31°28'59" East a distance of 21.08 feet to a point; thence with a curve to the right a radius of 40.00 feet, an arc length of 58.28 feet, a chord bearing of North 73°13'24" East, a chord length of 53.26 feet to a point; thence with a curve to the left a radius of 576.50 feet, an arc length of 443.74 feet, a chord bearing of South 87°05'13" East, a chord length of 432.86 feet to a point; thence North 70°51'45" East a distance of 269.48 feet to a point; thence with a curve to the right a radius of 489.50 feet, an arc length of 429.69 feet, a chord bearing of South 83°59'24" East, a chord length of 416.03 feet to a point; thence South 58°50'33" East a distance of 370.08 feet to a point on the northern right of way line of Technology Drive; thence with the northern right of way line of Technology Drive, South 60°43'09" West a distance of 125.14 feet to a point; thence with a curve to the left a radius of 426.43 feet, an arc length of 181.19 feet, a chord bearing of South 49°06'58" West, a chord length of 179.83 feet to a point; thence South 36°56'38" West a distance of 162.54 feet to a point; thence South 37°44'51" West a distance of 163.20 feet to a point; thence leaving the northern right of way line of Technology Drive, North 02°38'53" East a distance of 477.63 feet to a point; thence North 86°17'11" West a distance of 191.04 feet to a point; thence South 02°37'54" West a distance of 192.78 feet to a point; thence South 87°21'03" East a distance of 144.87 feet to a point; thence South 02°38'53" West a distance of 351.16 feet to a point on the northern right of way line of Technology Drive; thence with the northern right of way of Technology Drive, with a curve to the right a radius of 5840.02 feet, an arc length of 578.81 feet, a chord bearing of South 42°11'18" West, a chord length of 578.57 feet to a point; thence South 45°24'35" East a distance of 26.85 feet to a point; thence South 44°12'36" West a distance of 620.76 feet to a point; thence with a curve to the right a radius of 351.98 feet, an arc length of 268.23 feet, a chord bearing of South 66°58'58" West, a chord length of 261.79 feet to a point; thence South 88°52'01" West a distance of 165.51 feet to the point and place of beginning, containing an area of 1,488,085 square feet or 34.16 acres.

WAKE COUNTY PUBLIC SCHOOL SYSTEM

Wake County Residential Development Notification

Developer Company *Information*	
Company *Name*	Wake Technical Community College
Company Phone *Number*	
Developer Representative *Name*	Charles A. Scott, Vice President of Facilities
Developer Representative *Phone Number*	919-866-5427
Developer Representative *Email*	cscott17@waketech.edu

New Residential Subdivision *Information*	
Date of Application for Subdivision	N/A
City, Town or Wake County Jurisdiction	N/A
Name of Subdivision	N/A
Address of Subdivision (if unknown enter nearest cross streets)	N/A
REID(s)	N/A
PIN(s)	N/A

Please complete each section of this form and submit with your application.

Please complete each section of this form and submit with your application.

Please send any questions about this form to: studentassignment-gis-group@wcpss.net.

Projected Dates *Information*	
Subdivision *Completion Date*	N/A
Subdivision *Projected First Occupancy Date*	N/A

Lot by Lot Development *Information*

Unit Type	Total # of Units	Senior Living	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	Square Foot Range		Price Range		Anticipated Completion Units & Dates					
								Min	Max	Low	High	Year	# Units	Year	# Units	Year	# Units
Single Family																	
Townhomes																	
Condos																	
Apartments																	
Other																	

Revised 08/10/2018

N/A

APEX ENVIRONMENTAL ADVISORY BOARD

Suggested Zoning Conditions

The Town of Apex Environmental Advisory Board (EAB) offers this general list of suggested rezoning conditions for rezoning applicants to consider before filing a rezoning petition. The purpose of this list is to encourage and recommend implementation of exceptional environmental practices for future development that exceeds Town requirements. The Board will review each rezoning application and expand on suggested conditions by offering specific recommendations on a case-by-case basis.

The decision to include any of the recommendations below is voluntary by the applicant and the Board does not expect applicants to add all of the suggested conditions. Planning staff will include all zoning conditions suggested by this Board and will note which conditions have been added by the applicant in the staff reports to the Planning Board and Town Council. Applicants should review this list before meeting with the Board.

NOTE: Text in green indicates suggested zoning condition language from Planning Staff. Underlined text indicates text or numbers that may be changed based on the specific project. Additional conditions may be suggested by the EAB at the meeting.

Residential and Non-Residential Development Categories and Coverage

Part I applies to all developments; Part II applies exclusively to residential developments, and Part III exclusively to non-residential developments. Your development may include elements of each part.

- **Part I** – Includes suggestions for BOTH residential and non-residential developments (see definitions below).

- **Part II – Residential** applies to single-family dwellings and townhome subdivisions, but does not include the parking lots, exterior building lights or exterior architecture.

  Part III – Non-Residential includes condominiums, apartments, and multi-family, common areas in residential developments (e.g. amenity areas, parking lots, exterior building lights, and exterior architecture), commercial, office, and industrial areas

Please be sure to read and complete the entire document. Please select "Yes" to each zoning condition you are proposing to add to your rezoning application. Any proposed modifications to the green zoning language should be listed in the section at the end of the document.

Part I – Residential AND Non-Residential

The following apply to both Residential **and** Non-Residential developments: N/A

	STORMWATER AND WATER CONSERVATION – WATER QUALITY	YES
1.	The project shall increase the riparian buffer width by at least ____ feet above the minimum required by the Unified Development Ordinance. The additional buffer width shall be measured from the top of bank on each side of the stream.	☐
2.	No clearing or land disturbance shall be permitted within the riparian buffer, except the minimum necessary to install required greenway and sewer infrastructure and SCM outlets. The SCM water storage and treatment area shall not be permitted within the riparian buffer. The infrastructure shall be designed to minimize impacts to the riparian buffer.	☐
3	No buffer averaging shall be allowed for Zone 3 of the riparian buffers.	☐
4.	The project shall install one (1) sign per SCM to reduce pet waste and prohibit fertilizer, in locations that are publicly accessible, such as adjacent to amenity centers, sidewalks, greenways, or side paths.	☐
5.	The project shall install a minimum of _____Low Impact Development Technique as defined and approved by the NC Department of Environmental Quality. The specific type of LID technique shall be reviewed and approved by the Water Resources Department at site or subdivision plan review.	☐
6.	At least ___SCM shall be designed and constructed to provide irrigation to the surrounding landscaping on site. The design shall be reviewed and approved by the Water Resources Department at site plan.	☐
7.	A ___-foot buffer shall be provided along existing, delineated wetlands that are to be preserved.	☐
8.	**Each option below is intended to be used as an improvement to the minimum UDO requirements. If an area is already required to mitigate the 25-year storm, option 7.b should not be selected.** a. Post-development peak runoff shall not exceed pre-development peak runoff for the 24-hour, 1-year, 10-year, 25-year and 100-year storm events in accordance with the Unified Development Ordinance. **OR** b. Post-development peak runoff shall not exceed pre-development peak runoff for the 24-hour, 1-year, 10-year, and 25-year storm events in accordance with the Unified Development Ordinance.	☐ ☐
	PLANTING AND LANDSCAPING Note: Invasive species are prohibited. Please see the Town's Design and Development Manual for a link to the list of prohibited species and for a list of suggested native species..	YES
9.	Preserve existing trees (percentage-based). Numbers shown may be changed based on project**.** The EAB's preference is for a minimum of 50%. The project shall preserve a minimum of _____% of the existing tree canopy. Where the project abuts adjacent developments, special effort shall be taken to locate the preserved trees adjacent to areas of existing preserved open space, including but not limited to, RCA, perimeter landscape buffers, riparian buffers, and/or HOA maintained open spaces.	☐

N/A

10.	Replace canopy (percentage- or DBH size-based) The project shall replace any large type trees, that measure 18-inches in caliper size or larger, and small type trees, that measure 8-inches in caliper size or larger, that are removed as a part of the development. The ratio of replacement shall be 1 large tree to 1 replacement tree. The UDO's required landscaping may be used to satisfy this requirement. To determine the number of trees that must be replaced, a tree survey for the full property shall be provided to the Planning Department. The survey shall be independently verified by a third-party licensed arborist. No further clearing shall be conducted for replacement planting if there is insufficient space.	☐
11.	To improve energy efficiency by providing shading, a combination of large and small deciduous shade trees shall be planted on the southern side of any buildings.	☐
12.	To improve energy efficiency, the project shall plant evergreen trees on the northern side of all buildings to act as a windbreak.	☐
13.	The project shall ensure that _____% of the landscaping shall be native species, which shall provide diverse and abundant pollinator and bird food sources. Special attention shall be paid to providing diverse and abundant pollinator and bird food sources, including plants that bloom in succession from spring to fall. Landscaping shall be coordinated with and approved by the Planning Department at site or subdivision review.	☐
14.	The project shall increase biodiversity within perimeter buffers, common owned open space, and other landscape areas by providing a variety of native and adaptive species for canopy, understory and shrub levels. A minimum of _____% of the species selected shall be native to the eastern United States or a native of North Carolina.	☐
15.	No single species of native or adaptive vegetation shall constitute more than 20% of the plant material of its type within a single development site.	☐
16.	HOA covenants, conditions, and restrictions shall not prohibit clover or native grass mixed species lawns.	☐
17.	In order to support nesting and overwintering wildlife and pollinators, HOA covenants shall not require that fallen leaves or dormant plants be removed during the winter on areas without turf grass, including individual homes and HOA owned common areas.	☐
18.	To preserve and protect existing species, existing ponds shall be preserved if structurally sound.	☐
19.	Implements xeriscaping in design, which will use landscaping that requires less irrigation and chemical use. Contact Planning for assistance, if needed. The project commits to planting ___% drought tolerant plants, of which ___% of the plants selected shall be native. Landscaping shall be coordinated with and approved by the Planning Department at site or subdivision review.	☐
20.	To reduce irrigation requirements, the project shall select and plant only warm season grasses.	☐

N/A

21.	Improve soil quality for a variety of native and non-invasive plantings, reduce fertilizers, and reduce stormwater runoff, topsoil shall be retained on site and a minimum of 4 inches of topsoil shall be placed on each lot and within disturbed common areas.	☐
22.	Increase perimeter buffer requirements, especially in transitional areas (non-residential to residential areas), the project shall provide ____ additional feet of buffer width to that required by the UDO along the perimeter of the property.	☐
23.	Reduce impacts to Resource Conservation Areas (RCAs). a. The project shall install signage adjacent to wooded or natural condition Resource Conservation Area. The signage shall indicate that the area is RCA and is to be preserved in perpetuity and not disturbed. A sign shall be installed every 100 linear feet along the boundary of the Resource Conservation Area, with each sign measuring at least 6 inches by 6 inches and mounted at a height of 4 feet above the ground. **OR** b. A farm-style split rail fence shall be installed where wooded or natural condition Resource Conservation Area (RCA) abuts individual residential lots.	☐ ☐
SUSTAINABLE BUILDINGS		**YES**
24.	The project shall be designed to meet the requirements for one of the green building certifications listed above. A third-party consultant shall be hired to evaluate the project and certify to the Town of Apex that the project meets the standards for the certification. The applicant shall forward a copy of the certification application to the Town of Apex Planning Department to verify that the application has been submitted.	☐

Part II – Residential

Residential applies to single-family dwellings and townhome subdivisions, but does not include the parking lots, exterior building lights, or exterior architecture. **N/A**

	STORMWATER AND WATER CONSERVATION – WATER QUALITY The Transportation & Infrastructure Development Department does not currently support these options within the right-of-way (ROW). These may be done on private sites, but not within the public ROW.	YES
25.	The project shall utilize pervious pavement when constructing the parking spaces for parking lot-style townhomes. The specific type of pervious pavement system shall be reviewed and approved by the Water Resources Department at site or subdivision plan review. The selected system shall be maintained by the developer and/or owner's association.	☐
26.	The project shall utilize pervious pavement when constructing the driveways for residential units. The specific type of pervious pavement system shall be reviewed and approved by the Water Resources Department at site or subdivision plan review. The selected system shall be maintained by the developer and/or homeowner's association.	☐
	WASTE MANAGEMENT	**YES**
27.	If single family, the project shall install at least one (1) pet waste station per 25 residential units/townhomes and at least two (2) pet waste stations per apartment building throughout the community in locations that are publicly accessible, such as adjacent to amenity centers, SCMs, sidewalks, greenways or side paths. If there are fewer than 25 homes, at least one (1) pet waste station shall be installed.	☐
	CLEAN ENERGY	**YES**
28.	A solar PV system of at least 3.5kW shall be installed on at least _____homes within the development. All solar installation required by this condition shall be completed or under construction prior to 90% of the building permits being issued for the development. The lot(s) on which this home/these homes is/are located shall be identified on the Master Subdivision Plat, which may be amended from time to time.	☐
29.	A solar PV system shall be installed on a minimum of _____model home. All solar installation required by this condition shall be completed or under construction prior to _____% of the building permits being issued for the development. The lot(s) on which this home/these homes is/are located shall be identified on the Master Subdivision Plat, which may be amended from time to time.	☐
30.	Wire all garages with 220-volt outlets at the exterior to provide for EV charging stations in SF and Townhomes.	☐

Part III – Non- Residential

Non-residential includes condominiums, apartments, and multi-family, common areas in residential developments (e.g. amenity areas, parking lots, exterior building lights, and exterior architecture), commercial, office, and industrial areas. Your development may include elements of each part. **N/A**

	STORMWATER AND WATER CONSERVATION – WATER QUALITY The Transportation & Infrastructure Development Department does not currently support these options within the ROW. These may be done on private sites, but not within the public ROW. Note that number 36 is an exception that can be done in the public ROW.	YES
31.	The project shall utilize pervious pavement when constructing parking spaces that are in excess of the minimum parking requirement. The specific type of pervious pavement system shall be reviewed and approved by the Water Resources Department at site or subdivision plan review.	☐
32.	The project shall utilize pervious pavement for all of the parking spaces provided. The specific type of pervious pavement system shall be reviewed and approved by the Water Resources Department at site or subdivision plan review.	☐
33.	To increase stormwater infiltration and evaporation, the project shall use modified curb and gutter designs to direct driveway runoff to one or more stormwater device, such as, but not limited to, bioswales, Silva cells, or rain gardens. The specific type and design shall be selected at site or subdivision plan review. The proposal shall be reviewed and approved by the Water Resources Department and Department of Public Works and Transportation.	☐
34.	May be done within the public ROW if it's in the form of a bioretention cell within a landscaped median or large roundabout. Will require approval by the Department of Public Works and Transportation. The project shall design and install one or more bioretention cells within the landscape median or roundabout along the primary road. The specific type and design shall be determined at site or subdivision plan review. The proposal shall be reviewed and approved by the Water Resources Department and Transportation and Infrastructure Development Department.	☐
	WASTE MANAGEMENT	**YES**
35.	The project shall install at least _____ pet waste stations throughout the community, in locations that are publicly accessible, such as adjacent to amenity centers, SCMs, sidewalks, greenways or side paths.	☐

N/A

	CLEAN ENERGY	YES
36.	a. A solar PV system shall be incorporated into buildings to be constructed on the property. Such PV systems shall have a capacity of not less than 2 kW/1,000 heated square feet of building floor area. **OR** b. A solar PV system of at least 3.5kW shall be installed on at least _____% of or _____ buildings within the development. All solar installation required by this condition shall be completed or under construction prior to _____% of the building permits being issued for the development. The buildings on which these PV systems are located shall be identified on the Site Plan, which may be amended from time to time.	☐ ☐
37.	The developer shall provide ____% or ____more EV charging spaces than required by the UDO.	☐
38.	The amenity center for the project shall include a rooftop solar PV system with a capacity of at least 3.5kW.	☐
39.	The project shall install conduits for solar energy systems for all non-residential buildings	☐
	LIGHTING EFFICIENCY	**YES**
40.	On the lighting plan, the average footcandle measurement for parking, building lighting and driveways shall be at least 0.5 footcandles lower than the UDO requires.	☐
41.	The project shall use full cutoff LED fixtures that have a maximum color temperature of 3,000K for all exterior lighting, including, but not limited to, parking lot and building mounted fixtures.	☐

Applicant Clarification/Additional Language:
N/A

Additional Board Recommendations:
N/A

AFFIDAVIT OF OWNERSHIP

Application #: _____ Submittal Date: _____

The undersigned, Charles A. Scott (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 0740782398 (portion of) 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.

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This the 23 day of July, 2026.

Charles Scott obo The Trustees of Wake Technical Community College (seal)

Charles A. Scott

Type or print name

STATE OF NORTH CAROLINA
COUNTY OF Wake

I, the undersigned, a Notary Public in and for the County of Johnston, hereby certify that Charles A. Scott, Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's North Carolina Driver License, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.

MARLENE HAYES McRAE
NOTARY PUBLIC
JOHNSTON COUNTY, NORTH CAROLINA
My Commission Expires 9/26/2029.

[NOTARY SEAL]

Marlene Hayes McRae
Notary Public
State of North Carolina
My Commission Expires: 9/26/2029

Docusign Envelope ID: F2613FA6-2C11-81B8-814C-768BD7643BAE

RXR

February 22, 2026

Via Hand Delivery and/or Email

Ms. Dianne Khin
Planning Director
Town of Apex
73 Hunter Street
Apex, North Carolina 27502

Re: Veridea Sustainable Development Plan (SD Plan) — Section 3.3.3 Responsible Person Approval and Allocation Confirmation

Dear Ms. Khin:

The undersigned has received the attached rezoning petition (the "Rezoning") for land that is owned by the Trustees of Wake Technical Community College and is zoned SD-CZ as part of the Veridea Sustainable Development District. The undersigned as the Responsible Person (as defined in the SD Plan) hereby confirms that the Rezoning has been reviewed and is approved for filing in accordance with the requirements of the SD Plan.

As a permitted Public/Civic Use per Table 12 of the SD Plan, the use of the Rezoning property as a school is not subject to the total authorized development permitted by the SD Plan. Further, the buildings and any portion of the Rezoning property that is routinely accessible to the public shall be included in the acreage requirements contained at Section 3.1.3.c of the SD Plan. These acreages will be confirmed at the time of site plan submittal for the Rezoning property.

Please do not hesitate to contact me should you have any questions.

Sincerely,

RXR Len Apex Owner LLC, as Responsible Person

By: _____
Name: Todd Rechler
Title: CCDO

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

The proposed uses will comply with the Veridea SD Plan and any applicable standards of Town of Apex UDO Section 4.4.

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

The proposed text amendments to the Veridea SD Conditional Zoning will allow for optimal educational campus design which will minimize adverse impact on adjacent properties and roadways.

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 guiding principles and standards of the Veridea SD Plan prioritize environmental sustainability and stewardship. The proposed text amendment will continue to abide by these environmental principals and standards.

6) *Impact on public facilities.* The proposed Conditional Zoning (CZ) District use's avoidance of having adverse impacts on public facilities and services, including roads, potable water and wastewater facilities, parks, schools, police, fire and EMS facilities.

To our knowledge, there are sufficient public facilities and services to serve the development of this parcel, consistent with this conditional zoning and the Town of Apex UDO.

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 text amendment will not have any negative impact on health, safety, or welfare of residents of the Town or its ETJ. The proposed zoning will facilitate the development of a new college campus, which seeks to improve health and welfare outcomes for the community.

SITE ADDRESS	PIN NUMBER	OWNER	MAILING ADDRESS		
1701 E WILLIAMS ST	0751003311	ALA COMMERCIAL LLC	700 SPRING FOREST RD STE 400	RALEIGH NC 27609-9124	
0 E WILLIAMS ST	0741915068	ALA COMMERCIAL LLC	PO BOX 98028	RALEIGH NC 27624-8028	
0 VERIDEA PKWY	0740389302	APA VERIDEA INVESTMENTS LLC	2000 BEAR CAT WAY STE 102	MORRISVILLE NC 27560-6620	
1928 E WILLIAMS ST	0740877042	APEX-WILLIAMS STREET HOLDINGS, LLC	5540 YATES MILL POND RD	RALEIGH NC 27606-9688	
0 TECHNOLOGY DR	0740572015	EMC CORPORATION	171 SOUTH ST	HOPKINTON MA 01748-2208	
1900 E WILLIAMS ST	0740970313	EMPIRE ESTATE LLC	2028 MILL GATE LN	CARY NC 27519-7194	
0 TECHNOLOGY DR	0740558687	GREENWAY WASTE SOLUTIONS OF APEX LLC	19109 W CATAWHA AVE STE 110	CORNELIUS NC 28031-5613	
1725 E WILLIAMS ST	0740996221	HIGDON, ANGELA HICKS HICKS, VICKY KAREN	1725 E WILLIAMS ST	APEX NC 27539-7706	
5528 BOBBITT RD	0740986423	JONES, MARILYN S	5528 BOBBITT RD	APEX NC 27539-8767	
0 E WILLIAMS ST	0750084420	JONES, PATRICIA A	435 EYAM HALL LN	APEX NC 27502-4758	
1713 E WILLIAMS ST	0740996316	JUDD, GERTRUDE	1713 E WILLIAMS ST	APEX NC 27539-7706	
1709 E WILLIAMS ST	0740998418	KAM GROUP INC	413 CHIME CT	CARY NC 27519-5581	
1690 E WILLIAMS ST	0741807518	KENAN TRANSPORT CO	C/O CHRIS PRATO	4366 MOUNT PLEASANT ST NW	NORTH CANTON OH 44720-5446
1801 E WILLIAMS ST	0740985947	LUNSFORD, LORINE HEIRS	1801 E WILLIAMS ST	APEX NC 27539-7708	
1717 E WILLIAMS ST	0740998381	MURRAY, MARY MURRAY, JOSHUA	1717 E WILLIAMS ST	APEX NC 27539-7706	
0 E WILLIAMS ST	0740981239	NC DEPARTMENT OF TRANSPORATION	815 STADIUM DR	DURHAM NC 27704-2713	
0 TECHNOLOGY DR	0740873248	NC DEPARTMENT OF TRANSPORTATION	815 STADIUM DR	DURHAM NC 27704-2713	
5700 BOBBITT RD	0740972921	NORTON DEVELOPMENT, LLC GIGNY PARTNERS, LLC	814 GASTON WOOD CT	RALEIGH NC 27605-1403	
1713 E WILLIAMS ST	0750096187	PAGE TWO HOLDINGS LLC	1501 HIGHWOODS BLVD STE 302	GREENSBORO NC 27410-2052	
0 E WILLIAMS ST	0750095624	PAGE TWO HOLDINGS LLC RODESSA LLC	1501 HIGHWOODS BLVD STE 302	GREENSBORO NC 27410-2052	
1714 E WILLIAMS ST	0740990631	PAGE, DAVID E HEIRS	ERIN WADE	751 GATEWAY PARK DR APT 310	RALEIGH NC 27601-2160
4800 TECHNOLOGY DR	0740871804	PARKER, CYNTHIA JOY	4729 WILLEVA DR	WAKE FOREST NC 27587-8682	
1700 E WILLIAMS ST	0741900198	RAYMER, DAVID F RAYMER, SHARON L	4617 FRIENDSHIP RD	APEX NC 27539-8763	
1680 E WILLIAMS ST	0741807913	RIGSBEE, ERNESTINE	PO BOX 275	KNIGHTDALE NC 27545-0275	
1860 E WILLIAMS ST	0740889089	RITENOUR, EDWARD C JR	108 TORTOISE LN	MORRISVILLE NC 27560-7295	
3229 VERIDEA PKWY	0740360895	RXR LEN APEX OWNER LLC	GENERAL COUNSEL	625 RXR PLZ	UNIONDALE NY 11556-3815
1712 E WILLIAMS ST	0740992632	RXR LEN APEX OWNER LLC	625 RXR PLZ	UNIONDALE NY 11556-3815	
0 E WILLIAMS ST	0740996013	STEELE, CALVIN HEIRS	C/O BRENDA J HAWKINS	103 DAGENHAM LN	CARY NC 27518-9054
0 E WILLIAMS ST	0740996310	STEELE, GERTRUDE	1713 E WILLIAMS ST	APEX NC 27539-7706	
1708 E WILLIAMS ST	0740990896	THOMPSONGAS - SMOKIES LLC	5260 WESTVIEW DR STE 200	FREDERICK MD 21703-8512	
0 E WILLIAMS ST	0750085838	TRINITY APEX NORTH 100 LLC	CHET MANN	1508 VON CANNON CIR	SANFORD NC 27330-8256
0 US 1 HWY	0740489140	WAKE COUNTY BOARD OF EDUCATION	SERVICES SENIOR DIRECTOR	111 CORNING RD STE 100	CARY NC 27518-9299
6400 PRINCE DEAD END RD	0741402319	WILDBIRD LLC	3024 BUCKINGHAM WAY	APEX NC 27502-8909	
0 E WILLIAMS ST	0740874476	WILLIAMS STREET PROPERTIES LLC LUND, MARCIA M	738 CASH ST	APEX NC 27502-1302	
2000 E WILLIAMS ST	0740865571	YANG, LEE CHU	223 LOCHWOOD WEST DR	CARY NC 27518-9757	
		APEX TOWN OF	PO BOX 250	APEX NC 27502	
		Current Tenant	5700 Bobbitt RD	APEX NC 27539	
		Current Tenant	5800 Technology DR	APEX NC 27539	
		Current Tenant	3229 Veridea PKWY	APEX NC 27539	
		Current Tenant	1670 E Williams ST	APEX NC 27539	
		Current Tenant	1690 E Williams ST	APEX NC 27539	
		Current Tenant	1709 E Williams ST	APEX NC 27539	
		Current Tenant	1710 E Williams ST	APEX NC 27539	
		Current Tenant	1712 E Williams ST	APEX NC 27539	
		Current Tenant	1713A E Williams ST	APEX NC 27539	
		Current Tenant	1717 E Williams ST	APEX NC 27539	
		Current Tenant	1725 E Williams ST	APEX NC 27539	
		Current Tenant	1729 E Williams ST	APEX NC 27539	
		Current Tenant	1801 E Williams ST	APEX NC 27539	
		Current Tenant	1900 E Williams ST	APEX NC 27539	
		Current Tenant	1928 E Williams ST	APEX NC 27539	

Created by Town of Apex Planning Department
Date Created: 1/30/2026

Beginning at a point on the northern right of way line of Technology Drive (a variable-width public right of way), as shown on Book of Maps 2008, page 448, the point of beginning; thence leaving the northern right of way line of Technology Drive, North 02°16'22" East a distance of 50.18 feet to a point; thence North 02°17'00" East a distance of 136.79 feet to a point; thence with a curve to the left a radius of 563.00 feet, an arc length of 362.12 feet, a chord bearing of North 20°42'35" East, a chord length of 355.91 feet to a point; thence North 02°17'00" East a distance of 948.40 feet to a point; thence with a curve to the right a radius of 341.00 feet, an arc length of 173.79 feet, a chord bearing of North 16°53'00" East, a chord length of 171.91 feet to a point; thence North 31°28'59" East a distance of 21.08 feet to a point; thence with a curve to the right a radius of 40.00 feet, an arc length of 58.28 feet, a chord bearing of North 73°13'24" East, a chord length of 53.26 feet to a point; thence with a curve to the left a radius of 576.50 feet, an arc length of 443.74 feet, a chord bearing of South 87°05'13" East, a chord length of 432.86 feet to a point; thence North 70°51'45" East a distance of 269.48 feet to a point; thence with a curve to the right a radius of 489.50 feet, an arc length of 429.69 feet, a chord bearing of South 83°59'24" East, a chord length of 416.03 feet to a point; thence South 58°50'33" East a distance of 370.08 feet to a point on the northern right of way line of Technology Drive; thence with the northern right of way line of Technology Drive, South 60°43'09" West a distance of 125.14 feet to a point; thence with a curve to the left a radius of 426.43 feet, an arc length of 181.19 feet, a chord bearing of South 49°06'58" West, a chord length of 179.83 feet to a point; thence South 36°56'38" West a distance of 162.54 feet to a point; thence South 37°44'51" West a distance of 163.20 feet to a point; thence leaving the northern right of way line of Technology Drive, North 02°38'53" East a distance of 477.63 feet to a point; thence North 86°17'11" West a distance of 191.04 feet to a point; thence South 02°37'54" West a distance of 192.78 feet to a point; thence South 87°21'03" East a distance of 144.87 feet to a point; thence South 02°38'53" West a distance of 351.16 feet to a point on the northern right of way line of Technology Drive; thence with the northern right of way of Technology Drive, with a curve to the right a radius of 5840.02 feet, an arc length of 578.81 feet, a chord bearing of South 42°11'18" West, a chord length of 578.57 feet to a point; thence South 45°24'35" East a distance of 26.85 feet to a point; thence South 44°12'36" West a distance of 620.76 feet to a point; thence with a curve to the right a radius of 351.98 feet, an arc length of 268.23 feet, a chord bearing of South 66°58'58" West, a chord length of 261.79 feet to a point; thence South 88°52'01" West a distance of 165.51 feet to the point and place of beginning, containing an area of 1,488,085 square feet or 34.16 acres.

AGENT AUTHORIZATION FORM

Application #: _____ Submittal Date: 3/2/2026

The Trustees of Wake Technical Community College is the owner* of the property for which the attached application is being submitted:

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

The property address is: 0 E Williams St, Apex, NC 27539 (portion of)

The agent for this project is: Bronwyn Redus

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

Agent Name: Bronwyn Redus

Address: 621 Hillsborough St., Ste. 500

Telephone Number: 919-361-5000

E-Mail Address: redus@mcadamsco.com

Signature(s) of Owner(s)*:

Charles A. Scott o/b/o The Trustees of Wake Technical Community College 3/2/2026

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.

Instruction Packet and Affidavit for
Neighborhood Meetings

Town of Apex
Planning Dept
PO Box 250
Apex, NC 27502

T: 919-249-3426
F: 919-267-4987

This packet consists of instructions and templates for conducting a required Neighborhood Meeting. Planning staff are available to advise you in the preparation of these materials. Call the Planning Department at (919) 249-3426 for more information.

WHAT IS THE PURPOSE OF A NEIGHBORHOOD MEETING?

A neighborhood meeting is a required form of community outreach to receive initial feedback regarding certain project types and any long range plan amendments directly associated with such projects prior to submittal to the Planning Department per the standards found in UDO Sec. 2.2.7.B. The intent of the meeting is to initiate neighbor communication and identify issues and concerns early on and provide the applicant an opportunity to address neighbor concerns about the potential impacts of the project prior to submitting an application.

A pre-application neighborhood meeting is valid for six (6) months prior to the submission of an application; a delay in submission requires a new neighborhood meeting.

WHEN IS A NEIGHBORHOOD MEETING REQUIRED?

- Rezonings (including Planned Unit Developments);
- Major Site Plans;
- Minor Site Plans for the uses “Day care facility”, “Government service”, “School, public or private”, “Restaurant, drive-through”, and “Convenience store with gas sales”;
- Residential Master Subdivision Plans (excluding exempt subdivisions); or
- Special Use Permits

INSTRUCTIONS

Prior to submitting an application for a Rezoning; Major Site Plan; Minor Site Plans for the uses “Day care facility”, “Government service”, “School, public or private”, “Restaurant, drive-through”, or “Convenience store with gas sales”; residential Master Subdivision Plan (excluding exempt subdivisions); or Special Use Permit, the applicant must conduct at least one (1) Neighborhood Meeting. **The notices for this Neighborhood Meeting shall not be mailed until after the pre-application meeting with the Technical Review Committee has been held.** This meeting may be held in-person or virtually. Virtual meetings shall provide a dial-in option in addition to a link to participate by internet. The applicant shall submit all forms included in this packet with the initial application submittal.

A second Neighborhood Meeting is required for all Rezonings (including Planned Unit Developments). This meeting shall be held in the month preceding the anticipated public hearing date.

The Neighborhood Meeting must be held in accordance with the following rules:

These groups and individuals must be invited to the meeting:

- The applicant is required to notify the Planning Department, all property owners and tenants abutting and within 500 feet of the subject property, and any neighborhood association that

represents citizens in the notification area via first class mail a minimum of 14 days in advance of the neighborhood meeting, not including the day of mailing. **The applicant shall send an email to addressing.team@apexnc.org to request the notification list as early as possible in order to receive the list in time for the mailing. The list will be provided within 5-10 business days of the initial request.** The applicant shall use their own return address on the envelopes as the meeting is a private meeting between the applicant and the neighbors. An updated list shall be provided by Planning staff prior to the required 2nd meeting for Rezoning applications.

- The applicant shall include with the meeting notice a vicinity map in addition to the materials listed under "Mailing and handout requirements" below.

The meeting must be held within specific timeframes and meet certain requirements:

- For all applications except Rezonings, the meeting must be held for a minimum of two (2) hours, Monday through Thursday, during the 5:00 p.m. - 9:00 p.m. time period.
- For Rezonings, two (2) meetings are required. The first meeting must be held prior to submittal of the application and the second meeting must be held in the month preceding the anticipated public hearing date. The meetings must be held for a minimum of one (1) hour each, Monday through Thursday, during the 5:00 p.m. - 9:00 p.m. time period.
- Meetings cannot be held on Town recognized holidays (http://www.apexnc.org/calendar.aspx).
- In-person meetings:
    - Meeting shall be held at a place that is generally accessible to neighbors that reside in close proximity to the land subject to the application.
    - A sign-in sheet must be used in order to verify attendance. Ensure each attendee signs in. Please note if any person(s) refuses to sign in. Note if no one attended.
- Virtual meetings:
    - Meeting shall be held via an interactive online video conferencing software such as Microsoft Teams, Zoom, WebEx, or any similar platform of the applicant's choice. A dial-in option shall be provided.
    - An attendance sheet must be used to log known attendees at the virtual meeting. Note if no one attended.
- Mailings and handouts must include the following to help facilitate discussion:
    - For rezonings (excluding rezonings to PUD-CZ, TND-CZ and MEC-CZ):
        - A vicinity map and existing zoning map of the area; and
        - An exhibit(s) showing any proposed long range plan amendment(s), if applicable.
    - For rezonings to PUD-CZ, TND-CZ and MEC-CZ; Major Site Plans; Minor Site Plans for the uses "Day care facility", "Government service", "School, public or private", "Restaurant, drive-through", and "Convenience store with gas sales"; residential Master Subdivision Plans; and Special Use Permits:
        - A vicinity map and preliminary plans of the proposed development. Neighbors may request emailed/mailed copies of the maps or plans from the applicant by checking the "send plans" box on the sign-in sheet; applicant shall provide reduced copies upon request. For virtual meetings, the applicant must ask meeting participants if they would like any materials emailed/mailed to them; and
        - An exhibit showing any proposed long range plan amendment(s), if applicable.
    - Printed copies (handouts) must equal the number of notices required to be sent.
    - Contact information for the applicant's representative and Town Staff must be provided on the attached "Project Contact Information" form.
    - "Common Construction Issues & Who to Call" sheet (attached) must be included as part of the mailing/handout.
    - A copy of the handout must be included as part of the Neighborhood Meeting report.

- The agenda of the meeting shall include:
    - Explanation of all processes the meeting is being held for (rezoning, subdivision, etc.).
    - Explanation of future meetings (additional neighborhood meetings, Planning Board, Town Council, etc.).
    - Explanation of development proposal – uses and conditions for rezonings, layout for subdivision and site plans, and builder/end user if known/public knowledge.
- Questions or concerns by attendees, and responses by the applicant, if any, must be noted. For in-person meetings, provide blank comment sheets or notecards for neighbors to submit written comments. For virtual meetings, copy all questions and answers entered into the meeting's chat feature before closing the meeting and save them into a document. The applicant shall also include any questions and concerns received via written correspondence (such as email) or phone call along with responses provided by the applicant.
- The applicant shall be responsible for notifying any neighbors who check the "Send Plans & Updates" box on the sign-in sheet or who otherwise request to be updated of any additional neighborhood meetings and the actual submittal date to the Town with a link to the Town of Apex's Interactive Development Map.

For accountability purposes, please submit the following with your application:

- A copy of the letter mailed to the Planning Department, neighbors, and neighborhood organizations (use attached invitation template);
- A list of those persons and neighborhood organizations invited to the meeting;
- A copy of the sign-in sheet (use attached sign-in sheet template);
- A summary of the meeting and a list of any changes made to the project as a result of the neighborhood comments (use attached meeting summary template);
- The affidavit, signed, dated, and notarized (use attached affidavit template); and
- One (1) reduced copy of the maps and/or plans included in the invitation and presented to the neighbors at the Neighborhood Meeting.

NOTICE OF NEIGHBORHOOD MEETING

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

February 6, 2026
Date

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

0 E Williams Street (portion of) — **Address(es)**

0740783479 (portion of) — **PIN(s)**

in accordance with the Town of Apex Neighborhood Meeting procedures. This meeting is intended to be a way for the applicant to discuss the project and review the proposed plans with adjacent neighbors and neighborhood organizations before the submittal of an application to the Town. This provides neighbors an opportunity to raise questions and discuss any concerns about the impacts of the project before it is officially submitted. If you are unable to attend, please refer to the Project Contact Information page for ways to contact the applicant. Notified neighbors may request that the applicant provide updates and send plans via email or mail. Once an application has been submitted to the Town, it may be tracked using the Interactive Development Map or the Apex Development Report located on the Town of Apex website at http://www.apexnc.org/180. Applications for Rezoning must hold a second Neighborhood Meeting in the month prior to the anticipated public hearing date.

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

	Application Type	Approving Authority
☑	Rezoning (including Planned Unit Development)	Town Council
☑	Major Site Plan	Technical Review Committee (staff)
☐	Minor Site Plan for the uses "Day care facility", "Government service", "School, public or private", "Restaurant, drive-through", or "Convenience store with gas sales"	Technical Review Committee (staff)
☐	Special Use Permit	Board of Adjustment (QJPH*)
☐	Residential Master Subdivision Plan (excludes exempt subdivisions)	Technical Review Committee (staff)

*Quasi-Judicial Public Hearing: The Board of Adjustment cannot discuss the project prior to the public hearing.

The following is a description of the proposal including any proposed long range plan amendments (also see attached map(s) and/or plan sheet(s)):

Proposed amendments to Veridea Sustainable Development - Conditional Zoning for the subject +/- 34-acre site only, to facilitate the development of the Conlon Western Wake Campus for the Wake Technical Community College.

Estimated submittal date: March 2, 2026

MEETING INFORMATION:

Property Owner(s) name(s):	The Trustees of Wake Technical Community College
Applicant(s):	Wake Technical Community College c/o Bronwyn Redus, McAdams
Contact information (email/phone):	redus@mcadamsco.com / 919.361.5000
Meeting Address:	Virtual Zoom Meeting
Date/Time of meeting:**	February 25, 2026 / 5:30 - 6:30 PM

Welcome: 5:30pm - 5:35pm **Project Presentation:** 5:35pm - 5:45pm **Question & Answer:** 5:45pm - 6:30pm

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

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: Veridea SD-CZ Zoning Amendment Zoning: #09CZ07 SD-CZ Sustainable Development-Conditional Zoning

Location: North of Technology Drive, east of E Willaims Street, and as shown on Attachment 1.

Property PIN(s): 0740783479 (portion of) Acreage/Square Feet: +/- 34 acres

Property Owner: The Trustees of Wake Technical Community College c/o Charles A. Scott

Address: 9101 Fayetteville Road

City: Raleigh State: NC Zip: 27603

Phone: 919-866-5427 Email: cscott17@waketech.edu

Developer: Wake Technical Community College c/o Charles A. Scott

Address: 9101 Fayetteville Road

City: Raleigh State: NC Zip: 27603

Phone: 919-866-5427 Fax: Email: cscott17@waketech.edu

Engineer: McAdams c/o Jonathan Balderson

Address: 621 Hillsborough St, Suite 500

City: Raleigh State: NC Zip: 27603

Phone: 919-361-5000 Fax: Email: balderson@mcadamsco.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 Planning Manager	(919) 372-7468
Transportation & Infrastructure Development Russell Dalton, Traffic Engineering Manager	(919) 249-3358
Water Resources Department Jessica Bolin, Environmental Engineering Manager (Stormwater, Sedimentation & Erosion Control) Matt Reker, Utility Engineer/FOG Program Manager (Water & Sewer)	(919) 249-3537 (919) 946-4394
Electric Utilities Division Jared Harris, Electric Technical Services Manager	(919) 372-7466

How to Participate in the February 25, 2026, Neighborhood Meeting

To participate by PC, Mac, iPad, iPhone or Android device, go to https://bit.ly/3ZMaTts to register for the meeting. (Registration is necessary as we are required by the Town of Apex to have a record of attendance.)

- Upon registration, you will receive a confirmation email with instructions on how to access the meeting.
- To participate by phone, dial one of the following numbers:
  - +16468769923,,83225511946#,,,,*587856# US (New York)
  - +16469313860,,83225511946#,,,,*587856# US

Meeting ID: 832 2551 1946

Passcode: 587856

Registration QR

For attendance purposes as required by the Town of Apex, individuals participating via telephone will be unmuted and asked to identify themselves, including their name and address.

If you are having difficulty registering, you may call Bronwyn Redus at **919-361-5000** or email at redus@mcadamsco.com prior to the meeting for assistance. If you have difficulty connecting during the meeting, please email redus@mcadamsco.com and the meeting link will be sent to help assist.

During the meeting, participants will be muted by default. Also, the participants' video will be off by default, i.e., only the presenters will be visible.

If you are participating via your computer, iPhone or Android device, you can submit questions/comments by using the Raise Hand and/or the Q&A features. We will not use the Chat feature. If you use Raise Hand, a panelist will wither unmute you to allow you to speak or to solicit your questions or comments.

If you are participating via telephone, you can submit questions/comments prior to and during the meeting via email at redus@mcadamsco.com.

Providing Input to Town Council:

Each Town Council meeting agenda includes a Public Forum time when anyone is permitted to speak for three (3) minutes on any topic with the exception of items listed as Public Hearings for that meeting. The Town Council meets on the 2nd and 4th Tuesdays of each month at 6:00 p.m. (except for holidays, see schedule of meetings at http://www.apexnc.org/838/Agendas-Minutes). You may also contact Town Council by e-mail at AllCouncil@apexnc.org.

Private Agreements and Easement Negotiation:

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

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

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

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

Documentation:

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

COMMON CONSTRUCTION ISSUES & WHO TO CALL

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

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

Noise from tree removal, grading, excavating, paving, and building structures is a routine part of the construction process. The Town generally limits construction hours from 7:00 am to 8:30 pm 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-Friday from 8:00 am to 5:00 pm. Report violations of construction hours and other noise complaints to the Non-Emergency Police phone number at 919-362-8661.

Construction Traffic:	Infrastructure Inspections	919-249-3386

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:	Infrastructure Inspections	919-249-3386

There can be issues with roadway damage, roadway improvements, and traffic control. Potholes, rutting, inadequate lanes/signing/striping, poor traffic control, blocked sidewalks/paths are all common issues that should be reported to Transportation & Infrastructure Development – Infrastructure Inspections at 919-249-1109. 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:	Water Resources	919-362-8166

Sediment (dirt) and mud gets into the existing roads due to rain events and/or vehicle traffic. These incidents should be reported by visiting the Report a Concern page at https://www.apexnc.org/1173/ or by calling the number listed. Staff will coordinate the cleaning of the roadways with the developer.

Dirt on Properties or in Streams:	Water Resources	919-362-8166

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 by visiting the Report a Concern page at https://www.apexnc.org/1173/ or by calling the number listed so that staff can coordinate the appropriate repairs with the developer.

Dust:	Water Resources	919-362-8166

During dry weather dust often becomes a problem blowing into existing neighborhoods or roadways. These incidents should be reported by visiting the Report a Concern page at https://www.apexnc.org/1173/ or by calling the number listed so that staff can coordinate the use of water trucks onsite with the grading contractor to help control the dust.

Trash:	Water Resources	919-362-8166

Excessive garbage and construction debris can blow around on a site or even off of the site. These incidents should be reported by visiting the Report a Concern page at https://www.apexnc.org/1173/ or by calling the number listed. Staff will coordinate the cleanup and trash collection with the developer/home builder.

Temporary Sediment Basins:	Water Resources	919-362-8166

Temporary sediment basins during construction (prior to the conversion to the final stormwater pond) are often quite unattractive. Concerns should be reported by visiting the Report a Concern page at https://www.apexnc.org/1173/ or by calling the number listed so that he can coordinate the cleaning and/or mowing of the slopes and bottom of the pond with the developer.

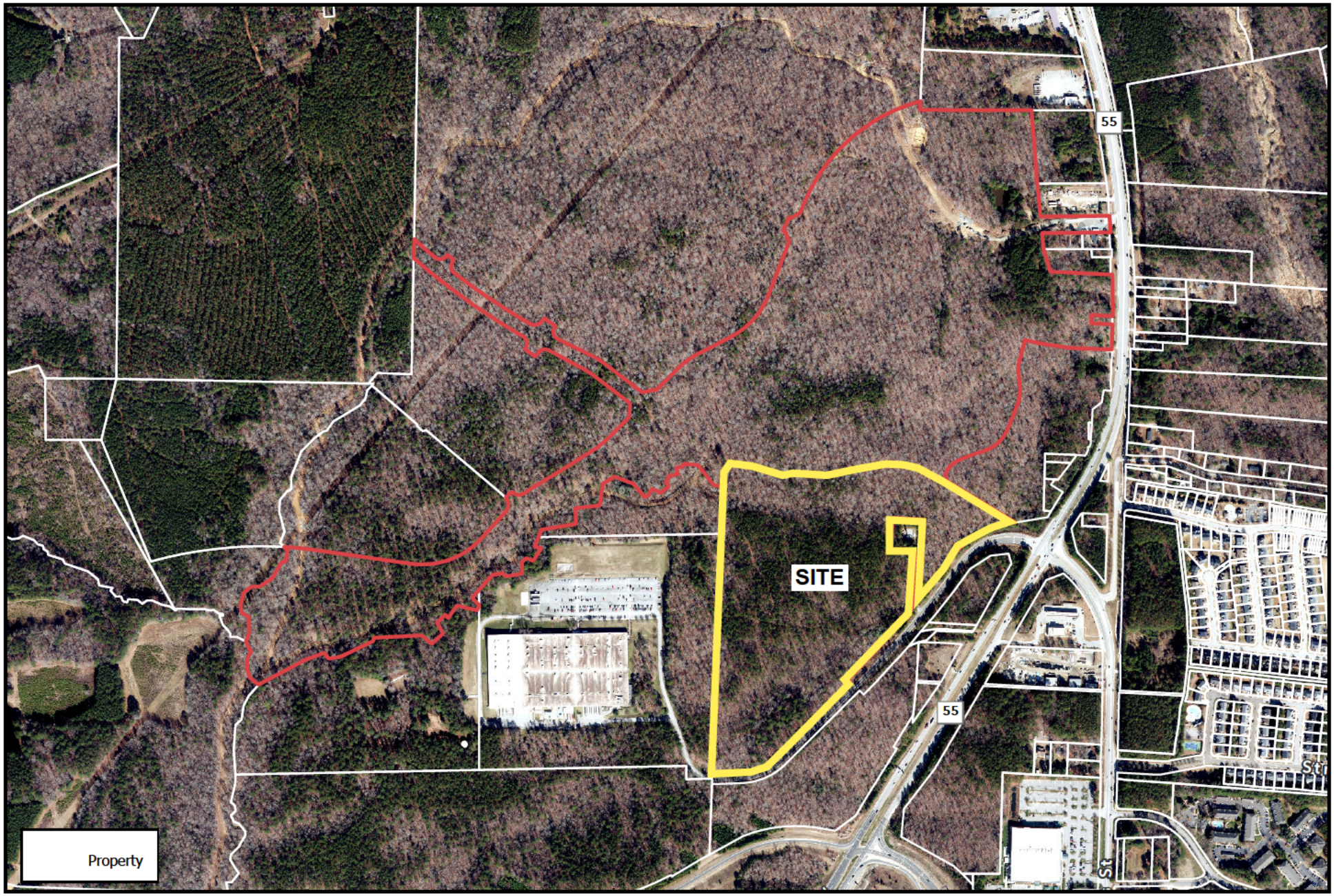
Stormwater Control Measures:	Water Resources	919-362-8166

Post-construction concerns related to Stormwater Control Measures (typically a stormwater pond) such as conversion and long-term maintenance should be reported by visiting the Report a Concern page at https://www.apexnc.org/1173/ or by calling the number listed.

Electric Utility Installation:	Electric Utilities	919-249-3531

Concerns with electric utility installation can be addressed by the Apex Electric Utilities Department.

Attachment 1



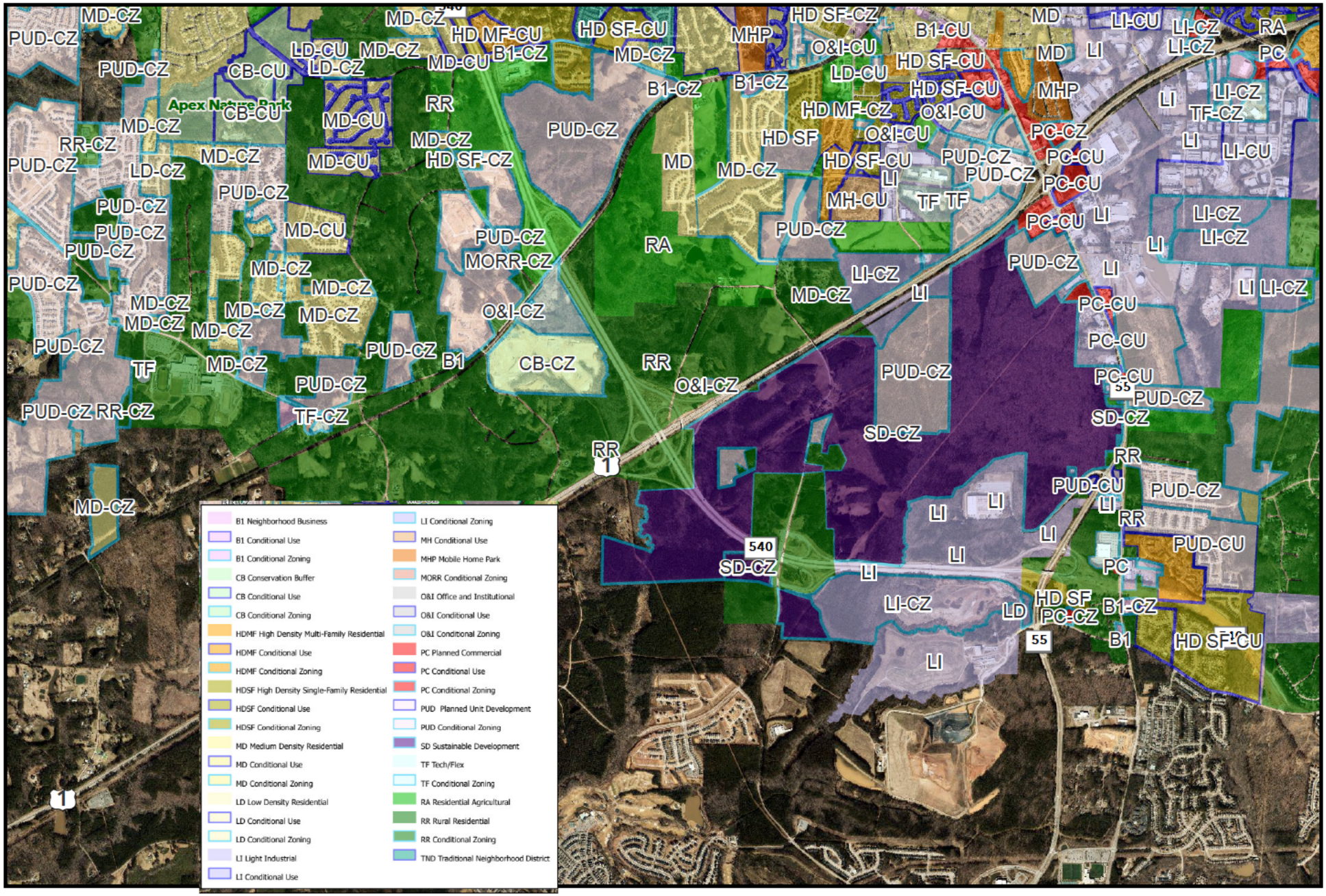
Aerial Map

N

0 400 800 1,600 ft

1 inch equals 800 feet

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



Zoning Map

N

0 1,600 3,200 6,400 ft

1 inch equals 3,200 feet

Disclaimer

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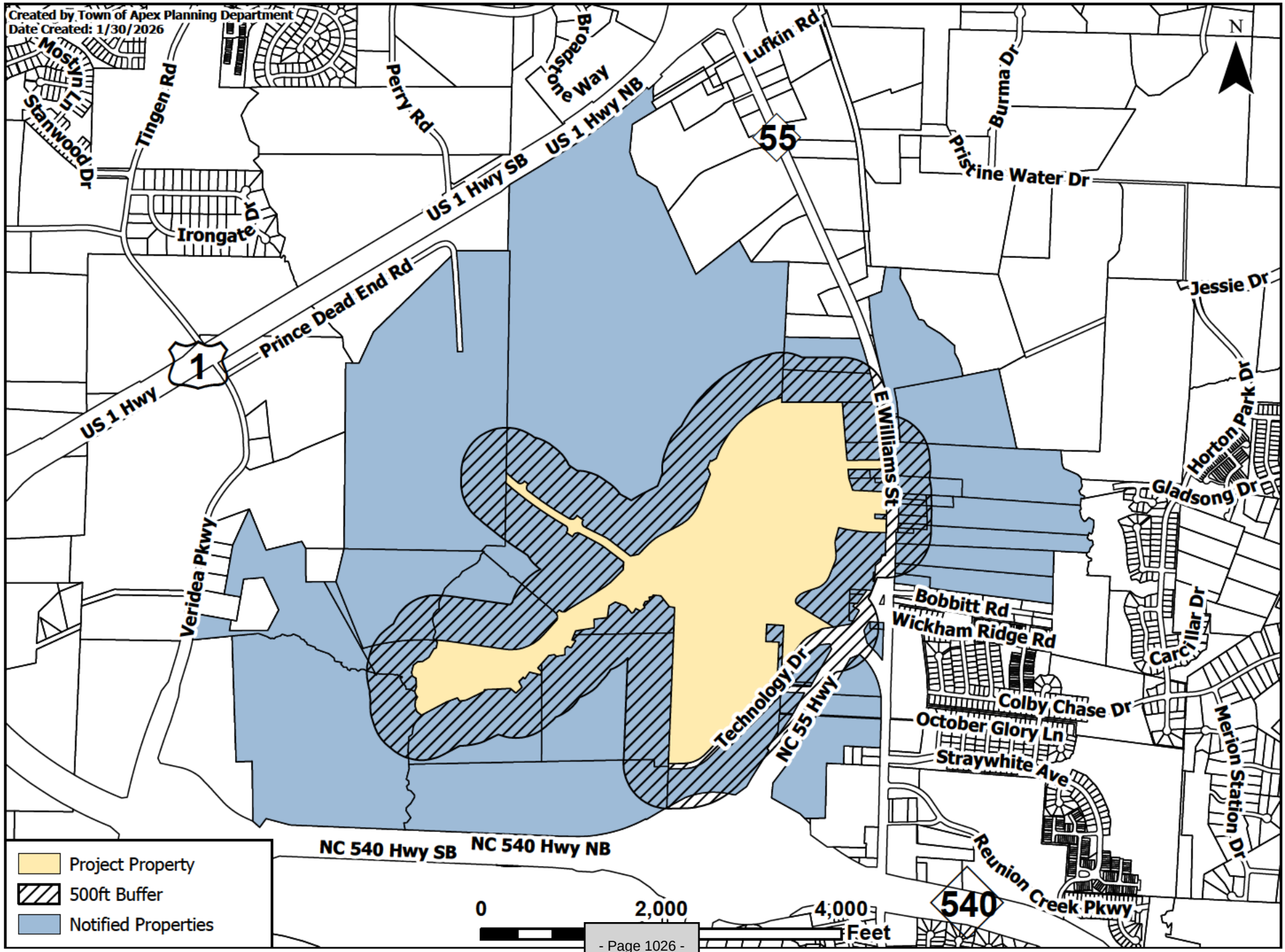
Attachment 2

Notified Properties within 500ft of the Project Property



SITE ADDRESS	PIN NUMBER	OWNER	MAILING ADDRESS		
1701 E WILLIAMS ST	0751003311	ALA COMMERCIAL LLC	700 SPRING FOREST RD STE 400	RALEIGH NC 27609-9124	
0 E WILLIAMS ST	0741915068	ALA COMMERCIAL LLC	PO BOX 98028	RALEIGH NC 27624-8028	
0 VERIDEA PKWY	0740389302	APA VERIDEA INVESTMENTS LLC	2000 BEAR CAT WAY STE 102	MORRISVILLE NC 27560-6620	
1928 E WILLIAMS ST	0740877042	APEX-WILLIAMS STREET HOLDINGS, LLC	5540 YATES MILL POND RD	RALEIGH NC 27606-9688	
0 TECHNOLOGY DR	0740572015	EMC CORPORATION	171 SOUTH ST	HOPKINTON MA 01748-2208	
1900 E WILLIAMS ST	0740970313	EMPIRE ESTATE LLC	2028 MILL GATE LN	CARY NC 27519-7194	
0 TECHNOLOGY DR	0740558687	GREENWAY WASTE SOLUTIONS OF APEX LLC	19109 W CATAWHA AVE STE 110	CORNELIUS NC 28031-5613	
1725 E WILLIAMS ST	0740996221	HIGDON, ANGELA HICKS HICKS, VICKY KAREN	1725 E WILLIAMS ST	APEX NC 27539-7706	
5528 BOBBITT RD	0740986423	JONES, MARILYN S	5528 BOBBITT RD	APEX NC 27539-8767	
0 E WILLIAMS ST	0750084420	JONES, PATRICIA A	435 EYAM HALL LN	APEX NC 27502-4758	
1713 E WILLIAMS ST	0740996316	JUDD, GERTRUDE	1713 E WILLIAMS ST	APEX NC 27539-7706	
1709 E WILLIAMS ST	0740998418	KAM GROUP INC	413 CHIME CT	CARY NC 27519-5581	
1690 E WILLIAMS ST	0741807518	KENAN TRANSPORT CO	C/O CHRIS PRATO	4366 MOUNT PLEASANT ST NW	NORTH CANTON OH 44720-5446
1801 E WILLIAMS ST	0740985947	LUNSFORD, LORINE HEIRS	1801 E WILLIAMS ST	APEX NC 27539-7708	
1717 E WILLIAMS ST	0740998381	MURRAY, MARY MURRAY, JOSHUA	1717 E WILLIAMS ST	APEX NC 27539-7706	
0 E WILLIAMS ST	0740981239	NC DEPARTMENT OF TRANSPORATION	815 STADIUM DR	DURHAM NC 27704-2713	
0 TECHNOLOGY DR	0740873248	NC DEPARTMENT OF TRANSPORTATION	815 STADIUM DR	DURHAM NC 27704-2713	
5700 BOBBITT RD	0740972921	NORTON DEVELOPMENT, LLC GIGNY PARTNERS, LLC	814 GASTON WOOD CT	RALEIGH NC 27605-1403	
1713 E WILLIAMS ST	0750096187	PAGE TWO HOLDINGS LLC	1501 HIGHWOODS BLVD STE 302	GREENSBORO NC 27410-2052	
0 E WILLIAMS ST	0750095624	PAGE TWO HOLDINGS LLC RODESSA LLC	1501 HIGHWOODS BLVD STE 302	GREENSBORO NC 27410-2052	
1714 E WILLIAMS ST	0740990631	PAGE, DAVID E HEIRS	ERIN WADE	751 GATEWAY PARK DR APT 310	RALEIGH NC 27601-2160
4800 TECHNOLOGY DR	0740871804	PARKER, CYNTHIA JOY	4729 WILLEVA DR	WAKE FOREST NC 27587-8682	
1700 E WILLIAMS ST	0741900198	RAYMER, DAVID F RAYMER, SHARON L	4617 FRIENDSHIP RD	APEX NC 27539-8763	
1680 E WILLIAMS ST	0741807913	RIGSBEE, ERNESTINE	PO BOX 275	KNIGHTDALE NC 27545-0275	
1860 E WILLIAMS ST	0740889089	RITENOUR, EDWARD C JR	108 TORTOISE LN	MORRISVILLE NC 27560-7295	
3229 VERIDEA PKWY	0740360895	RXR LEN APEX OWNER LLC	GENERAL COUNSEL	625 RXR PLZ	UNIONDALE NY 11556-3815
1712 E WILLIAMS ST	0740992632	RXR LEN APEX OWNER LLC	625 RXR PLZ	UNIONDALE NY 11556-3815	
0 E WILLIAMS ST	0740996013	STEELE, CALVIN HEIRS	C/O BRENDA J HAWKINS	103 DAGENHAM LN	CARY NC 27518-9054
0 E WILLIAMS ST	0740996310	STEELE, GERTRUDE	1713 E WILLIAMS ST	APEX NC 27539-7706	
1708 E WILLIAMS ST	0740990896	THOMPSONGAS - SMOKIES LLC	5260 WESTVIEW DR STE 200	FREDERICK MD 21703-8512	
0 E WILLIAMS ST	0750085838	TRINITY APEX NORTH 100 LLC	CHET MANN	1508 VON CANNON CIR	SANFORD NC 27330-8256
0 US 1 HWY	0740489140	WAKE COUNTY BOARD OF EDUCATION	SERVICES SENIOR DIRECTOR	111 CORNING RD STE 100	CARY NC 27518-9299
6400 PRINCE DEAD END RD	0741402319	WILDBIRD LLC	3024 BUCKINGHAM WAY	APEX NC 27502-8909	
0 E WILLIAMS ST	0740874476	WILLIAMS STREET PROPERTIES LLC LUND, MARCIA M	738 CASH ST	APEX NC 27502-1302	
2000 E WILLIAMS ST	0740865571	YANG, LEE CHU	223 LOCHWOOD WEST DR	CARY NC 27518-9757	
		APEX TOWN OF	PO BOX 250	APEX NC 27502	
		Current Tenant	5700 Bobbitt RD	APEX NC 27539	
		Current Tenant	5800 Technology DR	APEX NC 27539	
		Current Tenant	3229 Veridea PKWY	APEX NC 27539	
		Current Tenant	1670 E Williams ST	APEX NC 27539	
		Current Tenant	1690 E Williams ST	APEX NC 27539	
		Current Tenant	1709 E Williams ST	APEX NC 27539	
		Current Tenant	1710 E Williams ST	APEX NC 27539	
		Current Tenant	1712 E Williams ST	APEX NC 27539	
		Current Tenant	1713A E Williams ST	APEX NC 27539	
		Current Tenant	1717 E Williams ST	APEX NC 27539	
		Current Tenant	1725 E Williams ST	APEX NC 27539	
		Current Tenant	1729 E Williams ST	APEX NC 27539	
		Current Tenant	1801 E Williams ST	APEX NC 27539	
		Current Tenant	1900 E Williams ST	APEX NC 27539	
		Current Tenant	1928 E Williams ST	APEX NC 27539	

Created by Town of Apex Planning Department
Date Created: 1/30/2026

NEIGHBORHOOD MEETING SIGN-IN SHEET

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

Meeting Address: Virtual Zoom Meeting

Date of meeting: February 25, 2026 Time of meeting: 5:30 pm - 6:30 pm

Property Owner(s) name(s): Trustees of Wake Technical Community College (c/o Charles A. Scott)

Applicant(s): McAdams (c/o Bronwyn Redus)

Please print your name below, state your address and/or affiliation with a neighborhood group, and provide your phone number and email address. Providing your name below does not represent support or opposition to the project; it is for documentation purposes only. For virtual meetings, applicants must include all known participants and request the information below.

	NAME/ORGANIZATION	ADDRESS	PHONE #	EMAIL	SEND PLANS & UPDATES
1.	Brenda Hawkins	103 Dagenham Ln, Cary NC 27518		[redacted]	☐
2.	Charles Bradley/ Surface678 (project team)			[redacted]	☐
3.	Kristen Ambrose/ HKS (project team)			[redacted]	☐
4.	Charles A. Scott/ Wake Tech (project team)			[redacted]	☐
5.	Matthew Carpenter/ Parker Poe (project team)			[redacted]	☐
6.	Jonathan Balderson/ McAdams (project team)			[redacted]	☐
7.	Sarah Van Every/ McAdams (project team)			[redacted]	☐
8.	Kathy Monteiro/ Wake Tech (project team)			[redacted]	☐
9.	Michael Holborn/ HKS (project team)			[redacted]	☐
10.	Scott Baltimore/ HKS (project team)			[redacted]	☐
11.	James Eason/ McAdams (project team)			[redacted]	☐
12.	James Skinner/ Wake Tech (project team)			[redacted]	☐
13.				[redacted]	☐
14.					☐

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): Trustees of Wake Technical Community College (c/o Charles A. Scott)

Applicant(s): McAdams (c/o Bronwyn Redus) on behalf of Wake Tech

Contact information (email/phone): redus@mcadamsco.com

Meeting Address: Virtual Zoom Meeting

Date of meeting: February 25, 2026 Time of meeting: 5:30 pm - 6:30 pm

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

Question/Concern #1:

When is the anticipated start date for construction?

Applicant's Response:

The applicant responded that this is the rezoning step, and that site plan review and construction drawing review will be subsequent steps. Work is targeted to get started in the 2nd quarter of 2027.

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, Bronwyn Redus, do hereby declare as follows:
Print Name

1. I have conducted a Neighborhood Meeting for the proposed Rezoning, Major Site Plan, Minor Site Plan, Residential Master Subdivision Plan, or Special Use Permit in accordance with UDO Sec. 2.2.7.B *Neighborhood Meeting*.

2. The meeting invitations were mailed to the Apex Planning Department, all property owners and tenants abutting and within 500 feet of the subject property and any neighborhood association that represents citizens in the notification area via first class mail a minimum of 14 days in advance of the Neighborhood Meeting.

3. The meeting was conducted at Virtual Zoom Meeting (location/address) on February 25, 2026 (date) from 5:30 pm (start time) to 6:30 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.

2/27/2026
Date

By: Bronwyn Redus

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Madeline Davison, a Notary Public for the above State and County, on this the 27 day of Febuary, 2026.

SEAL

MADELINE C. DAVISON NOTARY PUBLIC COMMISSION EXPIRES 09-15-2030 WAKE COUNTY, N.C.

Madeline C Davison
Notary Public

Madeline C Davison
Print Name

My Commission Expires: 09-16-2030

June 5, 2026

Town of Apex
Planning Department
322 N. Mason Street
Apex, NC 27502

RE: Veridea Sustainable Development Plan Amendment for a +/- 34-acre portion of PIN 0740783479, north of Technology Drive, east of E Willaims Street, and as shown on Exhibit A

To Whom It May Concern,

This letter is to inform you of a proposed amendment to the Veridea Sustainable Development Plan Conditional Zoning (SD-CZ) to facilitate the development of the Wake Technical Community College's Conlon Western Wake Campus.

The Veridea Sustainable Development Plan was approved by the Town of Apex on May 9, 2011 (Rezoning #09CZ07) and was last amended on December 9, 2025 (Rezoning #25CZ18).

Wake Tech has announced their intention to develop a new location for their Western Wake Campus within Veridea, bringing the campus from a leased facility in Cary to a permanent location in Apex, North Carolina. The new education campus will make Wake Tech's facilities and programs more accessible to the western part of the county. The campus will include classrooms, offices and specialized training facilities in a classic campus setting, creating specific needs for automobile and pedestrian circulation, massing, scale, and materials. These unique considerations require the enclosed technical exemptions to the SD-CZ Plan (Exhibit B).

Exhibit A proposes exemptions from technical standards found within the SD-CZ Plan. The exemptions would apply to the 34-acre Conlon Western Wake Campus site and the associated uses including by not limited to academic, research, administrative, parking facilities, etc. The +/- 34 acre site is within the Village Center (VC), B-Grid sustainable zone within the Veridea development.

Exemptions or modifications requested herein for the campus relate to standards for glazing, lot width, block perimeter, build-to/maximum setbacks, private thoroughfares, and location of entrances. Where exemptions from text are requested, the full text is provided. Where exemptions from a table are requested, the full table is included as an attachment.

Where an exemption is granted from the SD-CZ plan, the development will default to the current UDO standards effective at the date of approval of this amendment.

A corresponding SD-CZ rezoning application has been filed in the Town's development portal.

Sincerely,

Veridea Development Team

Veridea SD Plan Amendment

Proposed Rezoning Changes

March 2, 2026

Conlon Western Wake Campus Property

A +/- 34-acre portion of the Sustainable Development Plan north of Technology Drive and east of E Williams Street / Highway 55 (PIN 0740783479 (portion of)) (the "Conlon Western Wake Campus Property") will retain all of the conditions from rezoning #09CZ07 except:

Section 3.5: Transportation Infrastructure Standards

Modification to 3.5.2.f

f. Private Thoroughfares and sidewalks may be allowed for Commercial, Manufacturing, ~~and~~ multi-family residential uses, and the Conlon Western Wake Campus site that conform to widths shown in Tables 4B and 4C, provided however that a five (5) foot public access easement will be provided on all private sidewalks fronting public Thoroughfares.

Section 4: Community Design Standards

Exemption from 4.2.3.b (i. – iii.)

a. Buildings and frontages along the B-Grids may reflect automobile- oriented standards. B-Grids may be developed in whole or in part to A-Grid standards. It is the goal that B-Grid zones eventually become redeveloped as A-Grids. Therefore, site plans for B-Grids shall reflect in their planning and site engineering this goal by:
    i. Establishing a B-Grid Thoroughfare grid and therefore a block layout that can be redeveloped into smaller blocks exhibiting the characteristics of an A-Grid;
    ii. Establishing the B-Grid Thoroughfares in such a manner that they can be redeveloped into A-Grid Thoroughfares and frontages; and
    iii. Locating utilities and site features so that they will not prohibit the establishment of an A-Grid development pattern, and do so without significant redesign or cost impacts. Site plans for B- Grid zones shall depict both the B-Grid configuration, and conceptually reflect how the B-Grid configuration may be redeveloped into an A-Grid.

Exemption from 4.5.1.e. & h.

e. The Thoroughfare network shall be designed to define Blocks not exceeding the size indicated in Table 14. The perimeter shall be measured as the sum of Lot Frontage Lines.

h. Each Lot shall be bounded by a vehicular Thoroughfare, except that 20% of the Lots within each Sustainable Zone may be bounded by a Passage, so long as the Thoroughfare assembly behind such Lots is constructed to Rear Alley standards, will meet emergency vehicle access requirements and is public.

Note: If subdivided, lot dimensions and minimum public frontage standards will default to UDO standards.

Section 5: Building Standards

Exemption from 5.4.1.a. – g.

a. Newly platted Lots shall be dimensioned according to Table 14f and Table 15.
b. Building Disposition shall be as shown in Table 9 and Table 14i.
c. Buildings shall be disposed in relation to the boundaries of their Lots according to Table 14g, Table 14h, and Table 15.
d. One Principal Building at the Frontage and one Outbuilding to the rear of the Principal Building may be built on each Lot as shown in Table 17c.

f. Facades shall be built parallel to a rectilinear Principal Frontage Line or to the tangent of a curved Principal Frontage Line, and along a minimum percentage of the Frontage width at the Setback, as specified as Frontage Buildout on Table 14g and Table 15.

Exemption from 5.4.2.a

a. The Principal Entrance shall be on a Frontage Line.

Exemption from 5.5.1 (a., b., d., g.)

a. The Private Frontage of buildings shall conform to and be allocated in accordance with Table 7 and Table 14j.
b. Buildings on corner Lots shall have two Private Frontages as shown in Table 17. Prescriptions for the second and third Layers pertain only to the Principal Frontage. Prescriptions for the first Layer pertain to both Frontages.
d. Building stories, Stepbacks, and Expression Lines shall conform to Table 8 and Table 14j.
g. Prescriptions for the parking Layers pertain only to the Principal Frontage. Prescriptions for the first Layer pertain to both Frontages of a corner Lot.

Modification to 5.5.1. c.

c. ~~All Facades shall be glazed with clear glass no less than 30% of the first Story, however glazing shall be no less than 50% in the VC Zone A-Grid and UC Zone A-Grid areas.~~ Facades visible from public rights-of-way shall be glazed with clear glass at a minimum of 30% of the first story; however, a minimum of 50% glazing is required within VC Zone A-Grid and UC Zone A-Grid areas. Facades not visible from public rights-of-way may meet required glazing

percentages as an average across all such facades. For purposes of this standard, a visible basement façade shall be combined with the first story façade for the purpose of calculating the glazing requirement.

Exemption from 5.5.5.e.

e. In the absence of a building Facade along any part of a Frontage Line, a Streetscreen may be built co-planar with the Facade or adjacent Facades.

Modification to 5.8.4.b:

1. Vehicular entrances to parking lots, garages, and Parking Structures shall ~~be no wider than 24 feet at the Frontage for A-Grid Thoroughfares. Driveways at Frontages for B-Grid Thoroughfares shall be no wider than necessary to accommodate the straight and turn lanes in the first Layer. (Table 3B.f)~~ meet the requirements found in the *Town of Apex Standard Specifications and Standard Details or be designed to accommodate the use subject to TRC approval*.

Section 6: Tables

Note: Exempted tables are included as attachments to this letter, labeled as described below.

Table 1 – Sustainable Zone Descriptions

The Conlon Western Wake Campus Property shall be exempt from Table 1.

Table 7 – Private Frontages

The Conlon Western Wake Campus Property shall be exempt from Table 7.

Table 8 – Building Configuration

The Conlon Western Wake Campus Property shall be exempt from Table 8.

Table 9 – Building Disposition

The Conlon Western Wake Campus Property shall be exempt from Table 9.

Table 12 – Specific Function & Use

Table 12, b. shall be modified as follows, specifically applying to the Conlon Western Wake Campus Property:

SUSTAINABLE ZONE	OS	NG	NM	VC	UC
a. RESIDENTIAL					
Accessory Unit or Building		P	P	P	
Condominium			P	P	P
Congregate living facility *			P	P	P
Duplex		P	P		
Family care home *		P	P		
Farm residence	P	P	P		
Historic Site, Adaptive Use	P	P	P	P	P
Independent living		P	P	P	P
Multi-family or apartment			P	P	P
Nursing or convalescent facility *			P	P	P
Single-family		P	P	P	
Townhouse		P	P	P	P
Townhouse, detached		P			
Triplexes or quadplexes			P	P	
Live-Work		P	P	P	P
Modular Construction		P	P	P	P
Mixed Use Block		P	P	P	P
b. PUBLIC/CIVIC USES					
Ambulatory healthcare facility				P	P
Amphitheater **	P	P	P	P	P
Assembly hall, nonprofit			P	P	P
Church, or place of worship		P	P	P	P
Cemetery	P	P	P	P	P
Day care facility		P	P	P	P
Government service		P	P	P	P
Heliport or helipad	P		P	P	P
Hospital				P	P
Natatorium **	P		P	P	P
Restrooms	P	P	P	P	P
Picnic Shelter **	P	P	P	P	P
School, public or private **		P	P	P	P
Transportation facility				P	P
Veterinary clinic or hospital			P	P	P

Vocational School ← Add "Vocational School"

P ← Add "P" for permitted in VC

Table 13 – Civic Space

The Conlon Western Wake Campus Property shall be exempt from Table 13.

Table 14 – Form-Based Code Summary

The Conlon Western Wake Campus Property shall be exempt from the struck through standards of Table 14 as shown below relating to block perimeter, rear-loading, lot width, and building disposition for the VC and UC sustainable zones. Other applicable standards shall be amended as indicated with the callout black boxes below.

c. Block Size

c. BLOCK SIZE	OS OPEN SPACE ZONE	NG NEIGHBORHOOD GENERAL ZONE	NM NEIGHBORHOOD MIXED-USE ZONE	VC VILLAGE CENTER ZONE
Block Perimeter: A-Grids	no maximum	3000 ft. max	2400 ft. max	~~2000 ft. max.*~~
Block Perimeter: B-Grids	not applicable	not applicable	not applicable	~~* 3500 ft max with parking st~~

d. Thoroughfare

OS OPEN SPACE ZONE	NG NEIGHBORHOOD GENERAL ZONE	NM NEIGHBORHOOD MIXED-USE ZONE	VC VILLAGE CENTER ZONE

d. THOROUGHFARES (see Table 3 and Table 4)				
Highway (HW)	permitted	permitted	not permitted	not permitted
Boulevard (BV)	not permitted	not permitted	not permitted	permitted
Avenue (AV)	not permitted	permitted	permitted	permitted
Commercial Street (CS)	not permitted	not permitted	not permitted	permitted
Drive (DR)	not permitted	permitted	permitted	permitted
Street (ST)	permitted	permitted	permitted	permitted
Road (RD)	permitted	permitted	not permitted	not permitted
Rear Lane (RL)	permitted	permitted	permitted	not permitted
Rear Alley (RA)	not permitted	permitted	required	~~required~~
Path (PT)	permitted	permitted	permitted	not permitted
Passage (PS)	not permitted	permitted	permitted	permitted
Bicycle Trail (BT)	permitted	permitted	not permitted *	~~not permitted *~~
Bicycle Lane (BL)	permitted	permitted	permitted	permitted
Bicycle Route (BR)	permitted	permitted	permitted	permitted

Amend to "permitted

Amend to "permitted

f. Lot Occupation

f. LOT OCCUPATION	OS OPEN SPACE ZONE	NG NEIGHBORHOOD GENERAL ZONE	NM NEIGHBORHOOD MIXED-USE ZONE	VC VILLAGE CENTER ZONE
Lot Width: A-Grids	variable	25 ft. min 120 ft. max	18 ft. min 400 ft. max	~~18 ft. min 600 ft. max~~
Lot Width: B-Grids	not applicable	not applicable	not applicable	no max

Amend to "no max"

i. Setbacks – Outbuilding

h. SETBACKS - OUTBUILDING (see Table 15)	OS OPEN SPACE ZONE	NG NEIGHBORHOOD GENERAL ZONE	NM NEIGHBORHOOD MIXED-USE ZONE	VC VILLAGE CENTER ZONE
(h.1) Front Setback	not applicable	20 ft. min +bldg setback	20 ft. min +bldg setback	~~40 ft. max from rear prop~~
(h.2) Side Setback	not applicable	0 ft. or 3 ft. min	0 ft. or 3 ft. min	0 ft. min
(h.3) Rear Setback	not applicable	3 ft. min	3 ft. min	~~3 ft. min~~

Amend to "not applicable"

Table 15D – Form-Based Code Graphics – VC – Village Center

The Conlon Western Wake Campus Property shall be exempt from the Form-based code standards in Table 15 D.

In addition to the standards and conditions of the Sustainable Development Plan for Veridea (#09CZ07), as amended, the Conlon Western Wake Campus Property shall comply with the following:

1. All lots shall front on a public street.

Instruction Packet and Affidavit for
Neighborhood Meetings

Town of Apex
Planning Dept
PO Box 250
Apex, NC 27502

T: 919-249-3426
F: 919-267-4987

This packet consists of instructions and templates for conducting a required Neighborhood Meeting. Planning staff are available to advise you in the preparation of these materials. Call the Planning Department at (919) 249-3426 for more information.

WHAT IS THE PURPOSE OF A NEIGHBORHOOD MEETING?

A neighborhood meeting is a required form of community outreach to receive initial feedback regarding certain project types and any long range plan amendments directly associated with such projects prior to submittal to the Planning Department per the standards found in UDO Sec. 2.2.7.B. The intent of the meeting is to initiate neighbor communication and identify issues and concerns early on and provide the applicant an opportunity to address neighbor concerns about the potential impacts of the project prior to submitting an application.

A pre-application neighborhood meeting is valid for six (6) months prior to the submission of an application; a delay in submission requires a new neighborhood meeting.

WHEN IS A NEIGHBORHOOD MEETING REQUIRED?

- Rezonings (including Planned Unit Developments);
- Major Site Plans;
- Minor Site Plans for the uses "Day care facility", "Government service", "School, public or private", "Restaurant, drive-through", and "Convenience store with gas sales";
- Residential Master Subdivision Plans (excluding exempt subdivisions); or
- Special Use Permits

INSTRUCTIONS

Prior to submitting an application for a Rezoning; Major Site Plan; Minor Site Plans for the uses "Day care facility", "Government service", "School, public or private", "Restaurant, drive-through", or "Convenience store with gas sales"; residential Master Subdivision Plan (excluding exempt subdivisions); or Special Use Permit, the applicant must conduct at least one (1) Neighborhood Meeting. **The notices for this Neighborhood Meeting shall not be mailed until after the pre-application meeting with the Technical Review Committee has been held.** This meeting may be held in-person or virtually. Virtual meetings shall provide a dial-in option in addition to a link to participate by internet. The applicant shall submit all forms included in this packet with the initial application submittal.

A second Neighborhood Meeting is required for all Rezonings (including Planned Unit Developments). This meeting shall be held in the month preceding the anticipated public hearing date.

The Neighborhood Meeting must be held in accordance with the following rules:

These groups and individuals must be invited to the meeting:

- The applicant is required to notify the Planning Department, all property owners and tenants abutting and within 500 feet of the subject property, and any neighborhood association that

represents citizens in the notification area via first class mail a minimum of 14 days in advance of the neighborhood meeting, not including the day of mailing. **The applicant shall send an email to addressing.team@apexnc.org to request the notification list as early as possible in order to receive the list in time for the mailing. The list will be provided within 5-10 business days of the initial request.** The applicant shall use their own return address on the envelopes as the meeting is a private meeting between the applicant and the neighbors. An updated list shall be provided by Planning staff prior to the required 2nd meeting for Rezoning applications.

- The applicant shall include with the meeting notice a vicinity map in addition to the materials listed under "Mailing and handout requirements" below.

The meeting must be held within specific timeframes and meet certain requirements:

- For all applications except Rezonings, the meeting must be held for a minimum of two (2) hours, Monday through Thursday, during the 5:00 p.m. - 9:00 p.m. time period.
- For Rezonings, two (2) meetings are required. The first meeting must be held prior to submittal of the application and the second meeting must be held in the month preceding the anticipated public hearing date. The meetings must be held for a minimum of one (1) hour each, Monday through Thursday, during the 5:00 p.m. - 9:00 p.m. time period.
- Meetings cannot be held on Town recognized holidays (http://www.apexnc.org/calendar.aspx).
- In-person meetings:
  - Meeting shall be held at a place that is generally accessible to neighbors that reside in close proximity to the land subject to the application.
  - A sign-in sheet must be used in order to verify attendance. Ensure each attendee signs in. Please note if any person(s) refuses to sign in. Note if no one attended.
- Virtual meetings:
  - Meeting shall be held via an interactive online video conferencing software such as Microsoft Teams, Zoom, WebEx, or any similar platform of the applicant's choice. A dial-in option shall be provided.
  - An attendance sheet must be used to log known attendees at the virtual meeting. Note if no one attended.
- Mailings and handouts must include the following to help facilitate discussion:
  - For rezonings (excluding rezonings to PUD-CZ, TND-CZ and MEC-CZ):
    - A vicinity map and existing zoning map of the area; and
    - An exhibit(s) showing any proposed long range plan amendment(s), if applicable.
  - For rezonings to PUD-CZ, TND-CZ and MEC-CZ; Major Site Plans; Minor Site Plans for the uses "Day care facility", "Government service", "School, public or private", "Restaurant, drive-through", and "Convenience store with gas sales"; residential Master Subdivision Plans; and Special Use Permits:
    - A vicinity map and preliminary plans of the proposed development. Neighbors may request emailed/mailed copies of the maps or plans from the applicant by checking the "send plans" box on the sign-in sheet; applicant shall provide reduced copies upon request. For virtual meetings, the applicant must ask meeting participants if they would like any materials emailed/mailed to them; and
    - An exhibit showing any proposed long range plan amendment(s), if applicable.
  - Printed copies (handouts) must equal the number of notices required to be sent.
  - Contact information for the applicant's representative and Town Staff must be provided on the attached "Project Contact Information" form.
  - "Common Construction Issues & Who to Call" sheet (attached) must be included as part of the mailing/handout.
  - A copy of the handout must be included as part of the Neighborhood Meeting report.

- The agenda of the meeting shall include:
    - Explanation of all processes the meeting is being held for (rezoning, subdivision, etc.).
    - Explanation of future meetings (additional neighborhood meetings, Planning Board, Town Council, etc.).
    - Explanation of development proposal – uses and conditions for rezonings, layout for subdivision and site plans, and builder/end user if known/public knowledge.
- Questions or concerns by attendees, and responses by the applicant, if any, must be noted. For in-person meetings, provide blank comment sheets or notecards for neighbors to submit written comments. For virtual meetings, copy all questions and answers entered into the meeting's chat feature before closing the meeting and save them into a document. The applicant shall also include any questions and concerns received via written correspondence (such as email) or phone call along with responses provided by the applicant.
- The applicant shall be responsible for notifying any neighbors who check the "Send Plans & Updates" box on the sign-in sheet or who otherwise request to be updated of any additional neighborhood meetings and the actual submittal date to the Town with a link to the Town of Apex's Interactive Development Map.

For accountability purposes, please submit the following with your application:

- A copy of the letter mailed to the Planning Department, neighbors, and neighborhood organizations (use attached invitation template);
- A list of those persons and neighborhood organizations invited to the meeting;
- A copy of the sign-in sheet (use attached sign-in sheet template);
- A summary of the meeting and a list of any changes made to the project as a result of the neighborhood comments (use attached meeting summary template);
- The affidavit, signed, dated, and notarized (use attached affidavit template); and
- One (1) reduced copy of the maps and/or plans included in the invitation and presented to the neighbors at the Neighborhood Meeting.

NOTICE OF NEIGHBORHOOD MEETING

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

May 22, 2026
Date

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

0 E Williams Street (portion of) — Address(es)
0740783479 (portion of) — PIN(s)

in accordance with the Town of Apex Neighborhood Meeting procedures. This meeting is intended to be a way for the applicant to discuss the project and review the proposed plans with adjacent neighbors and neighborhood organizations before the submittal of an application to the Town. This provides neighbors an opportunity to raise questions and discuss any concerns about the impacts of the project before it is officially submitted. If you are unable to attend, please refer to the Project Contact Information page for ways to contact the applicant. Notified neighbors may request that the applicant provide updates and send plans via email or mail. Once an application has been submitted to the Town, it may be tracked using the Interactive Development Map or the Apex Development Report located on the Town of Apex website at http://www.apexnc.org/180. Applications for Rezoning must hold a second Neighborhood Meeting in the month prior to the anticipated public hearing date.

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

	Application Type	Approving Authority
☑	Rezoning (including Planned Unit Development)	Town Council
☐	Major Site Plan	Technical Review Committee (staff)
☐	Minor Site Plan for the uses "Day care facility", "Government service", "School, public or private", "Restaurant, drive-through", or "Convenience store with gas sales"	Technical Review Committee (staff)
☐	Special Use Permit	Board of Adjustment (QJPH*)
☐	Residential Master Subdivision Plan (excludes exempt subdivisions)	Technical Review Committee (staff)

*Quasi-Judicial Public Hearing: The Board of Adjustment cannot discuss the project prior to the public hearing.

The following is a description of the proposal including any proposed long range plan amendments (also see attached map(s) and/or plan sheet(s)):

Proposed amendments to Veridea Sustainable Development - Conditional Zoning for the subject +/- 34-acre site only, to facilitate the development of the Conlon Western Wake Campus for the Wake Technical Community College. **This is the 2nd neighborhood meeting.**

Estimated submittal date: March 2, 2026

MEETING INFORMATION:

Property Owner(s) name(s):	The Trustees of Wake Technical Community College
Applicant(s):	Wake Technical Community College c/o Bronwyn Redus, McAdams
Contact information (email/phone):	redus@mcadamsco.com / 919.361.5000
Meeting Address:	Virtual Zoom Meeting
Date/Time of meeting**:	June 10, 2026 / 5:30 PM - 6:30 PM

Welcome: 5:30pm - 5:35pm Project Presentation: 5:35pm - 5:45pm Question & Answer: 5:45pm - 6:30pm

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

How to Participate in the June 10, 2026, Neighborhood Meeting

To participate by PC, Mac, iPad, iPhone or Android device, go to https://tinyurl.com/5fnpwtzw to register for the meeting. (Registration is necessary as we are required by the Town of Apex to have a record of attendance.)

- Upon registration, you will receive a confirmation email with instructions on how to access the meeting.
- To participate by phone, dial one of the following numbers:
  - +16468769923,,86064396416#,,,,*394410# US (New York)
  - +16469313860,,86064396416#,,,,*394410# US

Meeting ID: 860 6439 6416

Passcode: 394410

Registration QR

For attendance purposes as required by the Town of Apex, individuals participating via telephone will be unmuted and asked to identify themselves, including their name and address.

If you are having difficulty registering, you may call Bronwyn Redus at **919-361-5000** or email at redus@mcadamsco.com prior to the meeting for assistance. If you have difficulty connecting during the meeting, please email redus@mcadamsco.com and the meeting link will be sent to help assist.

During the meeting, participants will be muted by default. Also, the participants' video will be off by default, i.e., only the presenters will be visible.

If you are participating via your computer, iPhone or Android device, you can submit questions/comments by using the Raise Hand, the Q&A, and/or the Chat features. If you use Raise Hand, a panelist will unmute you to allow you to speak or to solicit your questions or comments.

If you are participating via telephone, you can submit questions/comments prior to and during the meeting via email at redus@mcadamsco.com.

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: Veridea SD-CZ Zoning Amendment Zoning: #09CZ07 SD-CZ Sustainable Development-Conditional Zoning

Location: North of Technology Drive, east of E Willaims Street, and as shown on Attachment 1.

Property PIN(s): 0740783479 (portion of) Acreage/Square Feet: +/- 34 acres

Property Owner: The Trustees of Wake Technical Community College c/o Charles A. Scott

Address: 9101 Fayetteville Road

City: Raleigh State: NC Zip: 27603

Phone: 919-866-5427 Email: cscott17@waketech.edu

Developer: Wake Technical Community College c/o Charles A. Scott

Address: 9101 Fayetteville Road

City: Raleigh State: NC Zip: 27603

Phone: 919-866-5427 Fax: Email: cscott17@waketech.edu

Engineer: McAdams c/o Jonathan Balderson

Address: 621 Hillsborough St, Suite 500

City: Raleigh State: NC Zip: 27603

Phone: 919-361-5000 Fax: Email: balderson@mcadamsco.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 Planning Manager	(919) 372-7468
Transportation & Infrastructure Development Russell Dalton, Traffic Engineering Manager	(919) 249-3358
Water Resources Department Jessica Bolin, Environmental Engineering Manager (Stormwater, Sedimentation & Erosion Control) Matt Reker, Utility Engineer/FOG Program Manager (Water & Sewer)	(919) 249-3537 (919) 946-4394
Electric Utilities Division Jared Harris, Electric Technical Services Manager	(919) 372-7466

Providing Input to Town Council:

Each Town Council meeting agenda includes a Public Forum time when anyone is permitted to speak for three (3) minutes on any topic with the exception of items listed as Public Hearings for that meeting. The Town Council meets on the 2nd and 4th Tuesdays of each month at 6:00 p.m. (except for holidays, see schedule of meetings at http://www.apexnc.org/838/Agendas-Minutes). You may also contact Town Council by e-mail at AllCouncil@apexnc.org.

Private Agreements and Easement Negotiation:

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

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

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

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

Documentation:

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

COMMON CONSTRUCTION ISSUES & WHO TO CALL

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

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

Noise from tree removal, grading, excavating, paving, and building structures is a routine part of the construction process. The Town generally limits construction hours from 7:00 am to 8:30 pm 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-Friday from 8:00 am to 5:00 pm. Report violations of construction hours and other noise complaints to the Non-Emergency Police phone number at 919-362-8661.

Construction Traffic:	Infrastructure Inspections	919-249-3386

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:	Infrastructure Inspections	919-249-3386

There can be issues with roadway damage, roadway improvements, and traffic control. Potholes, rutting, inadequate lanes/signing/striping, poor traffic control, blocked sidewalks/paths are all common issues that should be reported to Transportation & Infrastructure Development – Infrastructure Inspections at 919-249-1109. 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:	Water Resources	919-362-8166

Sediment (dirt) and mud gets into the existing roads due to rain events and/or vehicle traffic. These incidents should be reported by visiting the Report a Concern page at https://www.apexnc.org/1173/ or by calling the number listed. Staff will coordinate the cleaning of the roadways with the developer.

Dirt on Properties or in Streams:	Water Resources	919-362-8166

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 by visiting the Report a Concern page at https://www.apexnc.org/1173/ or by calling the number listed so that staff can coordinate the appropriate repairs with the developer.

Dust:	Water Resources	919-362-8166

During dry weather dust often becomes a problem blowing into existing neighborhoods or roadways. These incidents should be reported by visiting the Report a Concern page at https://www.apexnc.org/1173/ or by calling the number listed so that staff can coordinate the use of water trucks onsite with the grading contractor to help control the dust.

Trash:	Water Resources	919-362-8166

Excessive garbage and construction debris can blow around on a site or even off of the site. These incidents should be reported by visiting the Report a Concern page at https://www.apexnc.org/1173/ or by calling the number listed. Staff will coordinate the cleanup and trash collection with the developer/home builder.

Temporary Sediment Basins:	Water Resources	919-362-8166

Temporary sediment basins during construction (prior to the conversion to the final stormwater pond) are often quite unattractive. Concerns should be reported by visiting the Report a Concern page at https://www.apexnc.org/1173/ or by calling the number listed so that he can coordinate the cleaning and/or mowing of the slopes and bottom of the pond with the developer.

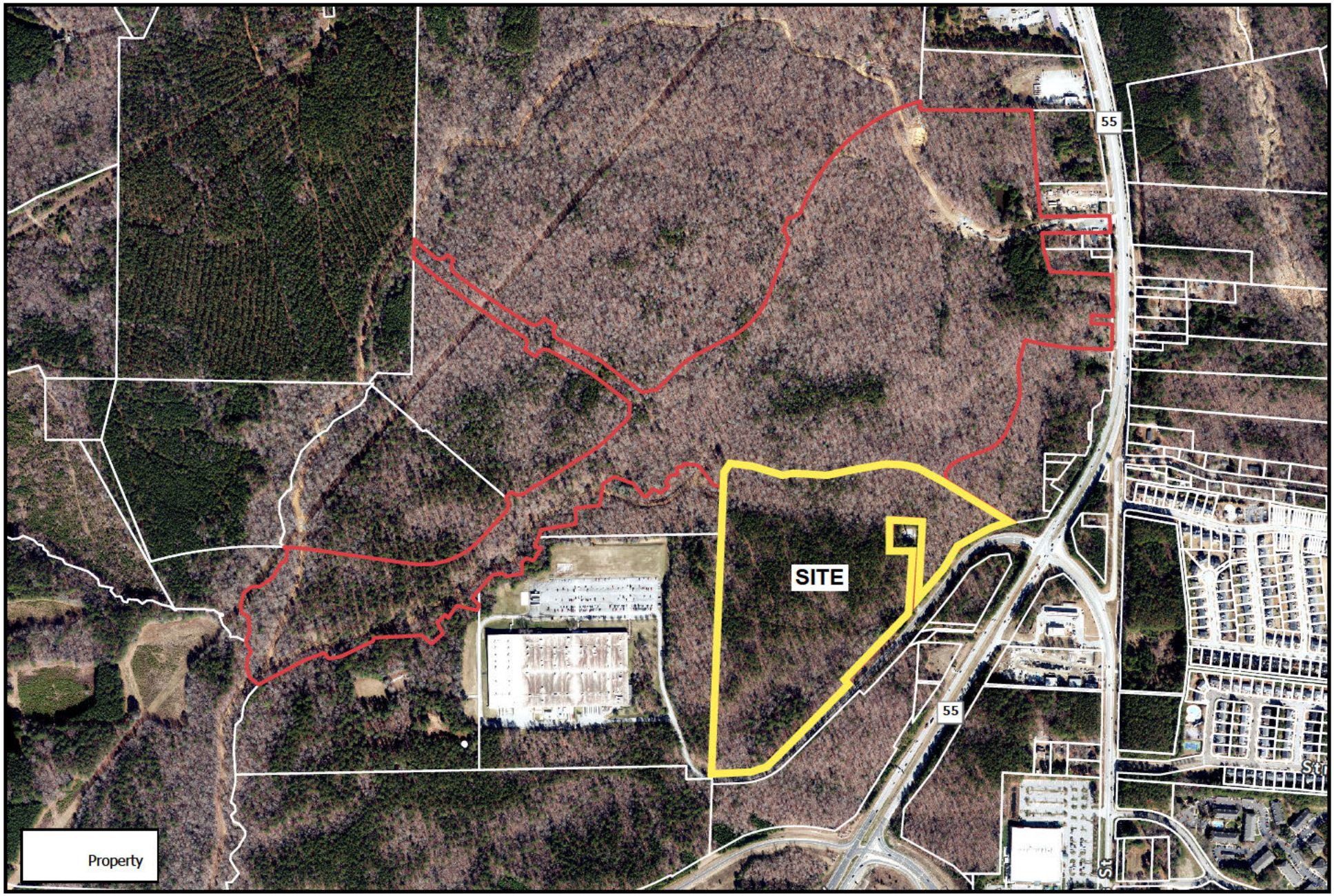
Stormwater Control Measures:	Water Resources	919-362-8166

Post-construction concerns related to Stormwater Control Measures (typically a stormwater pond) such as conversion and long-term maintenance should be reported by visiting the Report a Concern page at https://www.apexnc.org/1173/ or by calling the number listed.

Electric Utility Installation:	Electric Utilities	919-249-3531

Concerns with electric utility installation can be addressed by the Apex Electric Utilities Department.

Attachment 1



Aerial Map

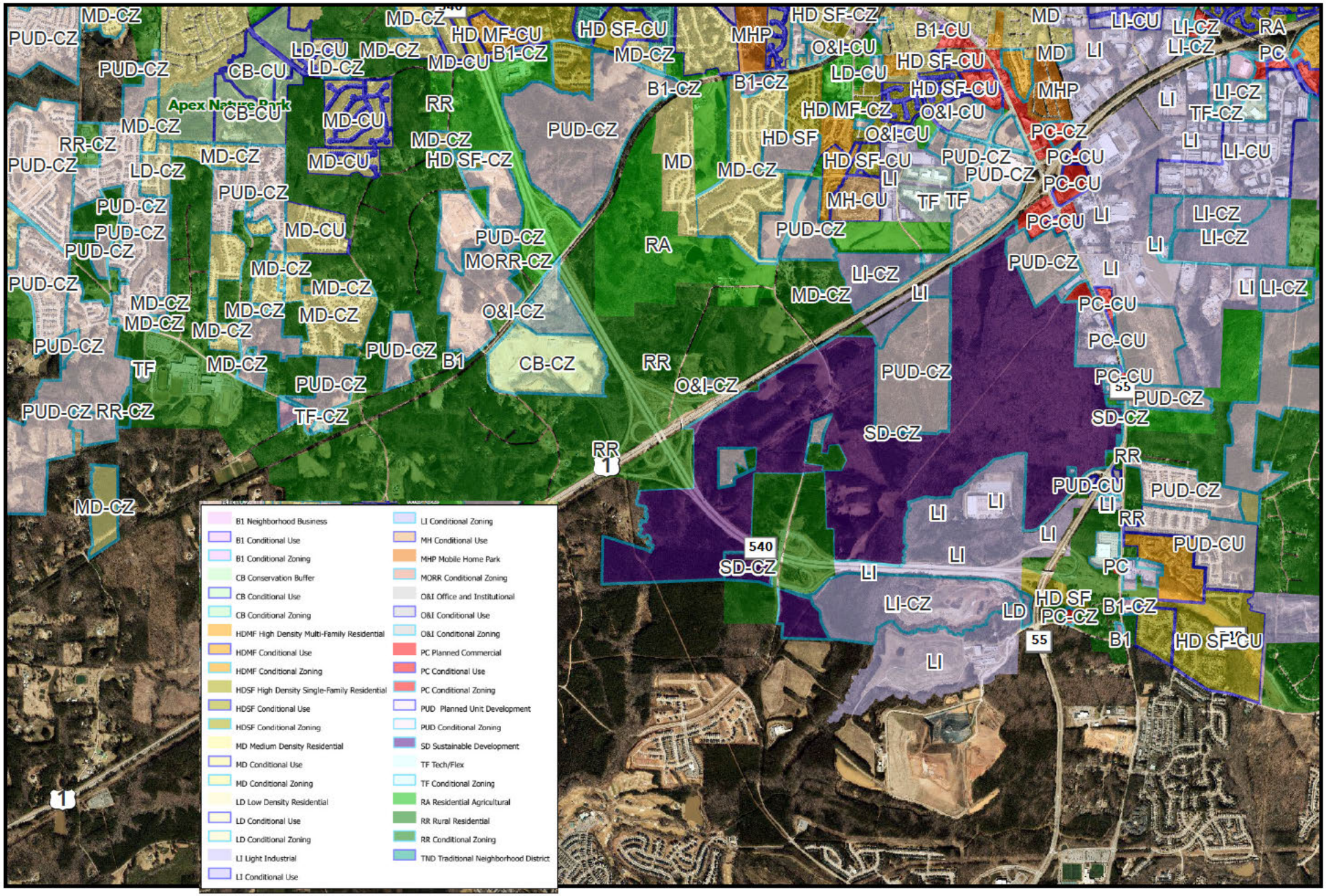
N

0 400 800 1,600 ft

1 inch equals 800 feet

Disclaimer

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



Zoning Map

N

0 1,600 3,200 6,400 ft

1 inch equals 3,200 feet

Disclaimer

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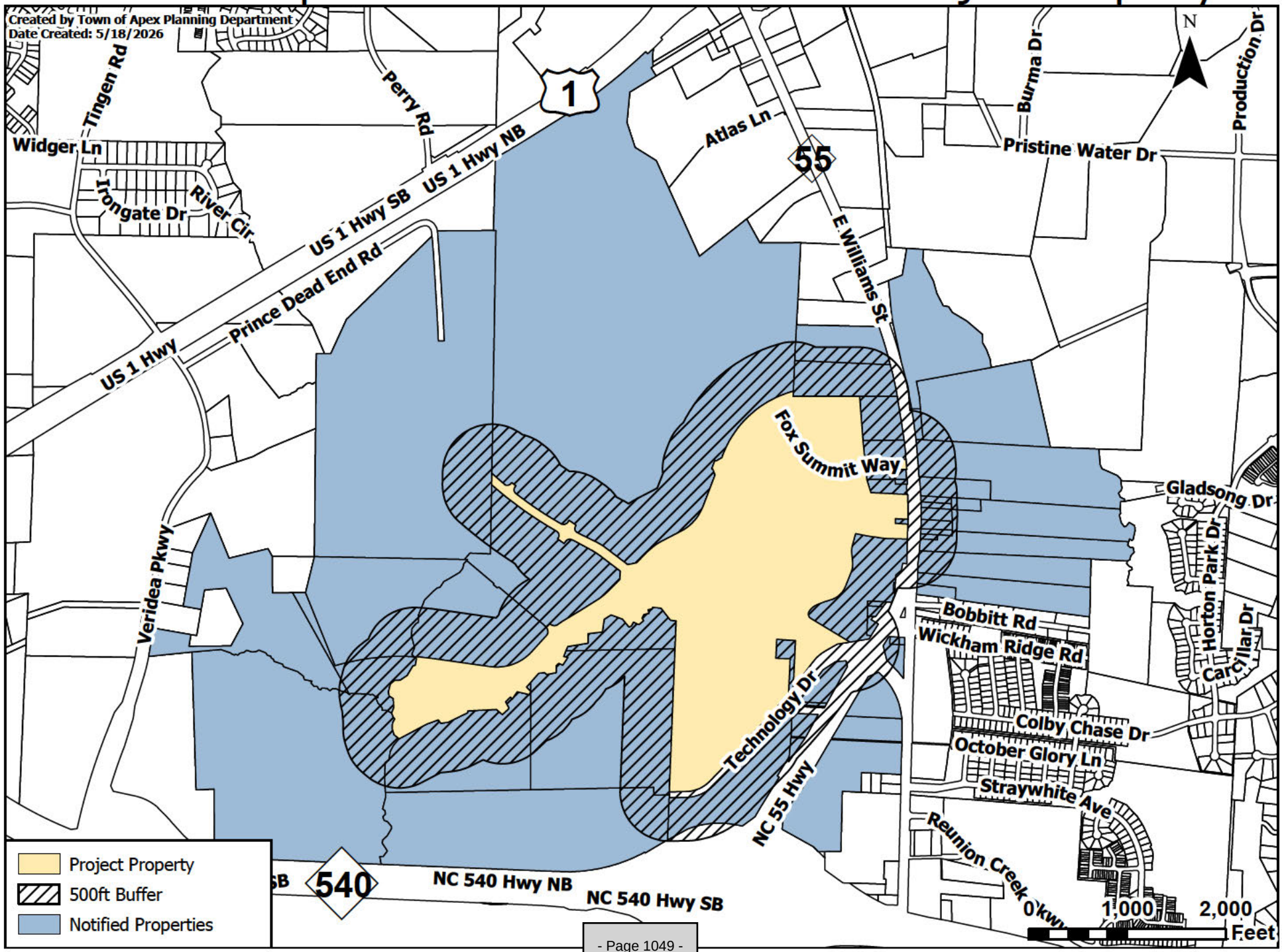
SITE ADDRESS	PIN NUMBER	OWNER	MAILING ADDRESS 1	MAILING ADDRESS 2	MAILING ADDRESS 3
1701 E WILLIAMS ST	0751003311	ALA COMMERCIAL LLC	700 SPRING FOREST RD STE 400	RALEIGH NC 27609-9124	
0 E WILLIAMS ST	0741915068	ALA COMMERCIAL LLC	PO BOX 98028	RALEIGH NC 27624-8028	
0 VERIDEA PKWY	0740389302	APA VERIDEA INVESTMENTS LLC	2000 BEAR CAT WAY STE 102	MORRISVILLE NC 27560-6620	
1928 E WILLIAMS ST	0740877042	APEX-WILLIAMS STREET HOLDINGS, LLC	5540 YATES MILL POND RD	RALEIGH NC 27606-9688	
0 US 1 HWY	0741614057	DRP GREENBOUGH 60 LLC	LENNAR CAROLINAS LLC	1010 SYNC ST STE 600	MORRISVILLE NC 27560-9044
0 TECHNOLOGY DR	0740572015	EMC CORPORATION	171 SOUTH ST	HOPKINTON MA 01748-2208	
1900 E WILLIAMS ST	0740970313	EMPIRE ESTATE LLC	2028 MILL GATE LN	CARY NC 27519-7194	
0 TECHNOLOGY DR	0740558687	GREENWAY WASTE SOLUTIONS OF APEX LLC	19109 W CATAWHA AVE STE 110	CORNELIUS NC 28031-5613	
1725 E WILLIAMS ST	0740996221	HIGDON, ANGELA HICKS HICKS, VICKY KAREN	1725 E WILLIAMS ST	APEX NC 27539-7706	
5528 BOBBITT RD	0740986423	JONES, MARILYN S	5528 BOBBITT RD	APEX NC 27539-8767	
0 E WILLIAMS ST	0750084420	JONES, PATRICIA A	435 EYAM HALL LN	APEX NC 27502-4758	
1713 E WILLIAMS ST	0740996316	JUDD, GERTRUDE	1713 E WILLIAMS ST	APEX NC 27539-7706	
1709 E WILLIAMS ST	0740998418	KAM GROUP INC	413 CHIME CT	CARY NC 27519-5581	
1690 E WILLIAMS ST	0741807518	KENAN TRANSPORT CO	C/O CHRIS PRATO	4366 MOUNT PLEASANT ST NW	NORTH CANTON OH 44720-5446
1801 E WILLIAMS ST	0740985947	LUNSFORD, LORINE HEIRS	1801 E WILLIAMS ST	APEX NC 27539-7708	
1717 E WILLIAMS ST	0740998381	MURRAY, MARY MURRAY, JOSHUA	1717 E WILLIAMS ST	APEX NC 27539-7706	
0 E WILLIAMS ST	0740981239	NC DEPARTMENT OF TRANSPORATION	815 STADIUM DR	DURHAM NC 27704-2713	
0 TECHNOLOGY DR	0740873248	NC DEPARTMENT OF TRANSPORTATION	815 STADIUM DR	DURHAM NC 27704-2713	
5700 BOBBITT RD	0740972921	NORTON DEVELOPMENT, LLC GIGNY PARTNERS, LLC	814 GASTON WOOD CT	RALEIGH NC 27605-1403	
1713 E WILLIAMS ST	0750096187	PAGE TWO HOLDINGS LLC	1501 HIGHWOODS BLVD STE 302	GREENSBORO NC 27410-2052	
0 E WILLIAMS ST	0750095624	PAGE TWO HOLDINGS LLC RODESSA LLC	1501 HIGHWOODS BLVD STE 302	GREENSBORO NC 27410-2052	
1714 E WILLIAMS ST	0740990631	PAGE, DAVID E HEIRS	ERIN WADE	751 GATEWAY PARK DR APT 310	RALEIGH NC 27601-2160
4800 TECHNOLOGY DR	0740871804	PARKER, CYNTHIA JOY	4729 WILLEVA DR	WAKE FOREST NC 27587-8682	
1700 E WILLIAMS ST	0741900198	RAYMER, DAVID F RAYMER, SHARON L	4617 FRIENDSHIP RD	APEX NC 27539-8763	
1680 E WILLIAMS ST	0741807913	RIGSBEE, ERNESTINE	PO BOX 275	KNIGHTDALE NC 27545-0275	
1860 E WILLIAMS ST	0740889089	RITENOUR, EDWARD C JR	108 TORTOISE LN	MORRISVILLE NC 27560-7295	
3229 VERIDEA PKWY	0740360895	RXR LEN APEX OWNER LLC	GENERAL COUNSEL	625 RXR PLZ	UNIONDALE NY 11556-3815
1712 E WILLIAMS ST	0740992632	RXR LEN APEX OWNER LLC	625 RXR PLZ	UNIONDALE NY 11556-3815	
0 E WILLIAMS ST	0740996013	STEELE, CALVIN HEIRS	C/O BRENDA J HAWKINS	103 DAGENHAM LN	CARY NC 27518-9054
0 E WILLIAMS ST	0740996310	STEELE, GERTRUDE	1713 E WILLIAMS ST	APEX NC 27539-7706	
1708 E WILLIAMS ST	0740990896	THOMPSONGAS - SMOKIES LLC	5260 WESTVIEW DR STE 200	FREDERICK MD 21703-8512	
0 E WILLIAMS ST	0750085838	TRINITY APEX NORTH 100 LLC	CHET MANN	1508 VON CANNON CIR	SANFORD NC 27330-8256
0 US 1 HWY	0740489140	WAKE COUNTY BOARD OF EDUCATION	SERVICES SENIOR DIRECTOR	111 CORNING RD STE 100	CARY NC 27518-9299
6400 PRINCE DEAD END RD	0741402319	WILDBIRD LLC	3024 BUCKINGHAM WAY	APEX NC 27502-8909	
0 E WILLIAMS ST	0740874476	WILLIAMS STREET PROPERTIES LLC LUND, MARCIA M	738 CASH ST	APEX NC 27502-1302	
2000 E WILLIAMS ST	0740865571	YANG, LEE CHU	223 LOCHWOOD WEST DR	CARY NC 27518-9757	
		APEX TOWN OF	PO BOX 250	APEX NC 27502	
		Current Tenant	5700 Bobbitt RD	APEX NC 27539	
		Current Tenant	1928 E Williams ST	APEX NC 27539	
		Current Tenant	1713A E Williams ST	APEX NC 27539	
		Current Tenant	1729 E Williams ST	APEX NC 27539	
		Current Tenant	1709 E Williams ST	APEX NC 27539	
		Current Tenant	1900 E Williams ST	APEX NC 27539	
		Current Tenant	1710 E Williams ST	APEX NC 27539	
		Current Tenant	3229 Veridea PKWY	APEX NC 27539	
		Current Tenant	1690 E Williams ST	APEX NC 27539	
		Current Tenant	1712 E Williams ST	APEX NC 27539	
		Current Tenant	1670 E Williams ST	APEX NC 27539	
		Current Tenant	5800 Technology DR	APEX NC 27539	

Created by Town of Apex Planning Department
Date Created:5/18/2026

Notified Properties within 500ft of of the Project Property



NEIGHBORHOOD MEETING SIGN-IN SHEET

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

Meeting Address: Virtual Zoom Meeting

Date of meeting: June 10, 2026 Time of meeting: 5:30 PM

Property Owner(s) name(s): The Trustees of Wake Technical Community College

Applicant(s): Wake Technical Community College c/o Bronwyn Redus, McAdams

Please print your name below, state your address and/or affiliation with a neighborhood group, and provide your phone number and email address. Providing your name below does not represent support or opposition to the project; it is for documentation purposes only. For virtual meetings, applicants must include all known participants and request the information below.

	NAME/ORGANIZATION	ADDRESS	PHONE #	EMAIL	SEND PLANS & UPDATES
1.	Bronwyn Redus / McAdams			[redacted]	☐
2.	Sarah Van Every / McAdams				☐
3.	Jonathan Balderson / McAdams				☐
4.	Scott Baltimore / HKS				☐
5.	Charles Bradley / Surface678				☐
6.	Michael Holborn / HKS				☐
7.	Matthew Carpenter / Parker Poe				☐
8.	Kathy Monteiro / Wake Tech				☐
9.					☐
10.					☐
11.					☐
12.					☐
13.					☐
14.					☐

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): The Trustees of Wake Technical Community College

Applicant(s): Wake Technical Community College c/o Bronwyn Redus, McAdams

Contact information (email/phone): redus@mcadamsco.com / 919.361.5000

Meeting Address: Virtual Zoom Meeting

Date of meeting: June 10, 2026 Time of meeting: 5:30 PM - 6:30 PM

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

Question/Concern #1:

There were no attendees other than the project team and therefore no questions/concerns.

Applicant's Response:

Question/Concern #2:

Applicant's Response:

Question/Concern #3:

Applicant's Response:

Question/Concern #4:

Applicant's Response:

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

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

I, Bronwyn Redus, do hereby declare as follows:
Print Name

1. I have conducted a Neighborhood Meeting for the proposed Rezoning, Major Site Plan, Minor Site Plan, Residential Master Subdivision Plan, or Special Use Permit in accordance with UDO Sec. 2.2.7.B *Neighborhood Meeting*.

2. The meeting invitations were mailed to the Apex Planning Department, all property owners and tenants abutting and within 500 feet of the subject property and any neighborhood association that represents citizens in the notification area via first class mail a minimum of 14 days in advance of the Neighborhood Meeting.

3. The meeting was conducted at Virtual Zoom Meeting (location/address) on June 10, 2026 (date) from 5:30 pm (start time) to 6:30 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.

06/12/2026
Date

By: Bronwyn Redus

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Lauren E. Menendez, a Notary Public for the above State and County, on this the 12th day of June, 2026.

SEAL

LAUREN E. MENENDEZ NOTARY PUBLIC WAKE COUNTY, N.C. COMMISSION EXPIRES 09-16-2030

Lauren E. Menendez
Notary Public

Lauren E. Menendez
Print Name

My Commission Expires: 09/16/2030

June 5, 2026

Town of Apex
Planning Department
322 N. Mason Street
Apex, NC 27502

RE: Veridea Sustainable Development Plan Amendment for a +/- 34-acre portion of PIN 0740783479, north of Technology Drive, east of E Willaims Street, and as shown on Exhibit A

To Whom It May Concern,

This letter is to inform you of a proposed amendment to the Veridea Sustainable Development Plan Conditional Zoning (SD-CZ) to facilitate the development of the Wake Technical Community College's Conlon Western Wake Campus.

The Veridea Sustainable Development Plan was approved by the Town of Apex on May 9, 2011 (Rezoning #09CZ07) and was last amended on December 9, 2025 (Rezoning #25CZ18).

Wake Tech has announced their intention to develop a new location for their Western Wake Campus within Veridea, bringing the campus from a leased facility in Cary to a permanent location in Apex, North Carolina. The new education campus will make Wake Tech's facilities and programs more accessible to the western part of the county. The campus will include classrooms, offices and specialized training facilities in a classic campus setting, creating specific needs for automobile and pedestrian circulation, massing, scale, and materials. These unique considerations require the enclosed technical exemptions to the SD-CZ Plan (Exhibit B).

Exhibit A proposes exemptions from technical standards found within the SD-CZ Plan. The exemptions would apply to the 34-acre Conlon Western Wake Campus site and the associated uses including by not limited to academic, research, administrative, parking facilities, etc. The +/- 34 acre site is within the Village Center (VC), B-Grid sustainable zone within the Veridea development.

Exemptions or modifications requested herein for the campus relate to standards for glazing, lot width, block perimeter, build-to/maximum setbacks, private thoroughfares, and location of entrances. Where exemptions from text are requested, the full text is provided. Where exemptions from a table are requested, the full table is included as an attachment.

Where an exemption is granted from the SD-CZ plan, the development will default to the current UDO standards effective at the date of approval of this amendment.

A corresponding SD-CZ rezoning application has been filed in the Town's development portal.

Sincerely,

Veridea Development Team

Veridea SD Plan Amendment

Proposed Rezoning Changes

March 2, 2026

Conlon Western Wake Campus Property

A +/- 34-acre portion of the Sustainable Development Plan north of Technology Drive and east of E Williams Street / Highway 55 (PIN 0740783479 (portion of)) (the "Conlon Western Wake Campus Property") will retain all of the conditions from rezoning #09CZ07 except:

Section 3.5: Transportation Infrastructure Standards

Modification to 3.5.2.f

f. Private Thoroughfares and sidewalks may be allowed for Commercial, Manufacturing, ~~and~~ multi-family residential uses, and the Conlon Western Wake Campus site that conform to widths shown in Tables 4B and 4C, provided however that a five (5) foot public access easement will be provided on all private sidewalks fronting public Thoroughfares.

Section 4: Community Design Standards

Exemption from 4.2.3.b (i. – iii.)

a. Buildings and frontages along the B-Grids may reflect automobile- oriented standards. B-Grids may be developed in whole or in part to A-Grid standards. It is the goal that B-Grid zones eventually become redeveloped as A-Grids. Therefore, site plans for B-Grids shall reflect in their planning and site engineering this goal by:
    i. Establishing a B-Grid Thoroughfare grid and therefore a block layout that can be redeveloped into smaller blocks exhibiting the characteristics of an A-Grid;
    ii. Establishing the B-Grid Thoroughfares in such a manner that they can be redeveloped into A-Grid Thoroughfares and frontages; and
    iii. Locating utilities and site features so that they will not prohibit the establishment of an A-Grid development pattern, and do so without significant redesign or cost impacts. Site plans for B- Grid zones shall depict both the B-Grid configuration, and conceptually reflect how the B-Grid configuration may be redeveloped into an A-Grid.

Exemption from 4.5.1.e. & h.

e. The Thoroughfare network shall be designed to define Blocks not exceeding the size indicated in Table 14. The perimeter shall be measured as the sum of Lot Frontage Lines.

h. Each Lot shall be bounded by a vehicular Thoroughfare, except that 20% of the Lots within each Sustainable Zone may be bounded by a Passage, so long as the Thoroughfare assembly behind such Lots is constructed to Rear Alley standards, will meet emergency vehicle access requirements and is public.

Note: If subdivided, lot dimensions and minimum public frontage standards will default to UDO standards.

Section 5: Building Standards

Exemption from 5.4.1.a. – g.

a. Newly platted Lots shall be dimensioned according to Table 14f and Table 15.
b. Building Disposition shall be as shown in Table 9 and Table 14i.
c. Buildings shall be disposed in relation to the boundaries of their Lots according to Table 14g, Table 14h, and Table 15.
d. One Principal Building at the Frontage and one Outbuilding to the rear of the Principal Building may be built on each Lot as shown in Table 17c.

f. Facades shall be built parallel to a rectilinear Principal Frontage Line or to the tangent of a curved Principal Frontage Line, and along a minimum percentage of the Frontage width at the Setback, as specified as Frontage Buildout on Table 14g and Table 15.

Exemption from 5.4.2.a

a. The Principal Entrance shall be on a Frontage Line.

Exemption from 5.5.1 (a., b., d., g.)

a. The Private Frontage of buildings shall conform to and be allocated in accordance with Table 7 and Table 14j.
b. Buildings on corner Lots shall have two Private Frontages as shown in Table 17. Prescriptions for the second and third Layers pertain only to the Principal Frontage. Prescriptions for the first Layer pertain to both Frontages.
d. Building stories, Stepbacks, and Expression Lines shall conform to Table 8 and Table 14j.
g. Prescriptions for the parking Layers pertain only to the Principal Frontage. Prescriptions for the first Layer pertain to both Frontages of a corner Lot.

Modification to 5.5.1. c.

c. ~~All Facades shall be glazed with clear glass no less than 30% of the first Story, however glazing shall be no less than 50% in the VC Zone A-Grid and UC Zone A-Grid areas.~~ Facades visible from public rights-of-way shall be glazed with clear glass at a minimum of 30% of the first story; however, a minimum of 50% glazing is required within VC Zone A-Grid and UC Zone A-Grid areas. Facades not visible from public rights-of-way may meet required glazing

percentages as an average across all such facades. For purposes of this standard, a visible basement façade shall be combined with the first story façade for the purpose of calculating the glazing requirement.

Exemption from 5.5.5.e.

e. In the absence of a building Facade along any part of a Frontage Line, a Streetscreen may be built co-planar with the Facade or adjacent Facades.

Modification to 5.8.4.b:

1. Vehicular entrances to parking lots, garages, and Parking Structures shall ~~be no wider than 24 feet at the Frontage for A-Grid Thoroughfares. Driveways at Frontages for B-Grid Thoroughfares shall be no wider than necessary to accommodate the straight and turn lanes in the first Layer. (Table 3B.f)~~ meet the requirements found in the *Town of Apex Standard Specifications and Standard Details or be designed to accommodate the use subject to TRC approval*.

Section 6: Tables

Note: Exempted tables are included as attachments to this letter, labeled as described below.

Table 1 – Sustainable Zone Descriptions

The Conlon Western Wake Campus Property shall be exempt from Table 1.

Table 7 – Private Frontages

The Conlon Western Wake Campus Property shall be exempt from Table 7.

Table 8 – Building Configuration

The Conlon Western Wake Campus Property shall be exempt from Table 8.

Table 9 – Building Disposition

The Conlon Western Wake Campus Property shall be exempt from Table 9.

Table 12 – Specific Function & Use

Table 12, b. shall be modified as follows, specifically applying to the Conlon Western Wake Campus Property:

SUSTAINABLE ZONE	OS	NG	NM	VC	UC
a. RESIDENTIAL					
Accessory Unit or Building		P	P	P	
Condominium			P	P	P
Congregate living facility *			P	P	P
Duplex		P	P		
Family care home *		P	P		
Farm residence	P	P	P		
Historic Site, Adaptive Use	P	P	P	P	P
Independent living		P	P	P	P
Multi-family or apartment			P	P	P
Nursing or convalescent facility *			P	P	P
Single-family		P	P	P	
Townhouse		P	P	P	P
Townhouse, detached		P			
Triplexes or quadplexes			P	P	
Live-Work		P	P	P	P
Modular Construction		P	P	P	P
Mixed Use Block		P	P	P	P
b. PUBLIC/CIVIC USES					
Ambulatory healthcare facility				P	P
Amphitheater **	P	P	P	P	P
Assembly hall, nonprofit			P	P	P
Church, or place of worship		P	P	P	P
Cemetery	P	P	P	P	P
Day care facility		P	P	P	P
Government service		P	P	P	P
Heliport or helipad	P		P	P	P
Hospital				P	P
Natatorium **	P		P	P	P
Restrooms	P	P	P	P	P
Picnic Shelter **	P	P	P	P	P
School, public or private **		P	P	P	P
Transportation facility				P	P
Veterinary clinic or hospital			P	P	P
Vocational School				**P**	

Add "Vocational School"

Add "P" for permitted in VC

Table 13 – Civic Space

The Conlon Western Wake Campus Property shall be exempt from Table 13.

Table 14 – Form-Based Code Summary

The Conlon Western Wake Campus Property shall be exempt from the struck through standards of Table 14 as shown below relating to block perimeter, rear-loading, lot width, and building disposition for the VC and UC sustainable zones. Other applicable standards shall be amended as indicated with the callout black boxes below.

c. Block Size

c. BLOCK SIZE	OS OPEN SPACE ZONE	NG NEIGHBORHOOD GENERAL ZONE	NM NEIGHBORHOOD MIXED-USE ZONE	VC VILLAGE CENTER ZONE
Block Perimeter: A-Grids	no maximum	3000 ft. max	2400 ft. max	~~2000 ft. max *~~
Block Perimeter: B-Grids	not applicable	not applicable	not applicable	~~* 3500 ft max with parking st~~

d. Thoroughfare

OS OPEN SPACE ZONE	NG NEIGHBORHOOD GENERAL ZONE	NM NEIGHBORHOOD MIXED-USE ZONE	VC VILLAGE CENTER ZONE

d. THOROUGHFARES (see Table 3 and Table 4)				
Highway (HW)	permitted	permitted	not permitted	not permitted
Boulevard (BV)	not permitted	not permitted	not permitted	permitted
Avenue (AV)	not permitted	permitted	permitted	permitted
Commercial Street (CS)	not permitted	not permitted	not permitted	permitted
Drive (DR)	not permitted	permitted	permitted	permitted
Street (ST)	permitted	permitted	permitted	permitted
Road (RD)	permitted	permitted	not permitted	not permitted
Rear Lane (RL)	permitted	permitted	permitted	not permitted
Rear Alley (RA)	not permitted	permitted	required	~~required~~
Path (PT)	permitted	permitted	permitted	not permitted
Passage (PS)	not permitted	permitted	permitted	permitted
Bicycle Trail (BT)	permitted	permitted	not permitted *	~~not permitted *~~
Bicycle Lane (BL)	permitted	permitted	permitted	permitted
Bicycle Route (BR)	permitted	permitted	permitted	permitted

Amend to "permitted

Amend to "permitted

f. Lot Occupation

f. LOT OCCUPATION	OS OPEN SPACE ZONE	NG NEIGHBORHOOD GENERAL ZONE	NM NEIGHBORHOOD MIXED-USE ZONE	VC VILLAGE CENTER ZONE
Lot Width: A-Grids	variable	25 ft. min 120 ft. max	18 ft. min 400 ft. max	~~18 ft. min 600 ft. max~~
Lot Width: B-Grids	not applicable	not applicable	not applicable	no max

Amend to "no max"

i. Setbacks – Outbuilding

h. SETBACKS - OUTBUILDING (see Table 15)	OS OPEN SPACE ZONE	NG NEIGHBORHOOD GENERAL ZONE	NM NEIGHBORHOOD MIXED-USE ZONE	VC VILLAGE CENTER ZONE
(h.1) Front Setback	not applicable	20 ft. min +bldg setback	20 ft. min +bldg setback	~~40 ft. max from rear prop~~
(h.2) Side Setback	not applicable	0 ft. or 3 ft. min	0 ft. or 3 ft. min	0 ft. min
(h.3) Rear Setback	not applicable	3 ft. min	3 ft. min	~~3 ft. min~~

Amend to "not applicable"

Table 15D – Form-Based Code Graphics – VC – Village Center

The Conlon Western Wake Campus Property shall be exempt from the Form-based code standards in Table 15 D.

In addition to the standards and conditions of the Sustainable Development Plan for Veridea (#09CZ07), as amended, the Conlon Western Wake Campus Property shall comply with the following:

1. All lots shall front on a public street.

https://www.apexnc.org/DocumentCenter/View/55364/26CZ03-Veridea-SD-Plan-Ame...
Infor WebEdits Municode PlanView iMAPS GeoCivix Thor-Coll Plan Other favorites
1 of 2

TOWN OF APEX
POST OFFICE BOX 250
APEX, NORTH CAROLINA 27502
PHONE 919-249-3426

PUBLIC NOTIFICATION
OF PUBLIC HEARINGS
CONDITIONAL ZONING #26CZ03
Veridea SD Plan Amendment

Pursuant to the provisions of North Carolina General Statutes §160D-602 and to the Town of Apex Unified Development Ordinance (UDO) Section 2.2.11, notice is hereby given of public hearings before the Planning Board and Town Council of the Town of Apex. The purpose of these hearings is to consider the following:

Applicant: Todd Rechler, RXR Realty; Charles A. Scott, The Trustees of Wake Technical Community College
Authorized Agent: Bronwyn Redus, McAdams
Property Address: 0 E Williams St. (portion of)
Acreage: ± 34.16 acres
Property Identification Number (PIN): 0740783479 (portion of)
2045 Land Use Map Designation Regional Mixed Use: Medium Density Residential/High Density Residential/Office Employment/Commercial Services/Industrial Employment
Existing Zoning of Property: Sustainable Development-Conditional Zoning (SD-CZ #25ZC18)
Proposed Zoning of Property: Sustainable Development-Conditional Zoning (SD-CZ)

Public Hearing Location: Apex Town Hall
Council Chamber, 2nd Floor
73 Hunter Street, Apex, North Carolina

A separate notice of the Town Council public hearing on this project will be mailed and posted in order to comply with State public notice requirements.

Planning Board Public Hearing Date and Time: July 13, 2026, 4:30 PM

You may attend the meeting in person or view the meeting through the Town's YouTube livestream at: https://www.youtube.com/c/townofapexgov.

If you are unable to attend, you may provide a written statement by email to public.hearing@apexnc.org, or submit it to the clerk of the Planning Board, Jeri Pederson (322 N. Mason Street or USPS mail - P.O. Box 250, Apex, NC 27502), at least two business days prior to the Planning Board vote. You must provide your name and address for the record. The written statements will be delivered to the Planning Board prior to their vote. Please include the Public Hearing name in the subject line.

Vicinity Map:



Property owners, tenants, and neighborhood associations within 500 feet of the proposed conditional zoning have been sent this notice via first class mail. All interested parties may submit comments with respect to the application by the means specified above. In addition to the above map, the location of the property may be viewed online at https://maps.raleighnc.gov/imaps. The 2045 Land Use Map may be viewed online at www.apexnc.org/DocumentCenter/View/478. You may call 919-249-3426, Planning Department, with questions or for further information. To view the petition and related documents on-line: https://www.apexnc.org/DocumentCenter/View/53713.

Dianne F. Khin, AICP
Planning Director

Published Dates: June 26 – July 13, 2026

78°F Mostly sunny
8:57 AM 6/26/2026

https://www.apexnc.org/DocumentCenter/View/55364/26CZ03-Veridea-SD-Plan-Ame...
Infor WebEdits Municode PlanView iMAPS GeoCivix Thor-Coll Plan Other favorites
2 of 2

TOWN OF APEX
PO BOX 250
APEX, NORTH CAROLINA 27502
TELÉFONO 919-249-3426

NOTIFICACIÓN PÚBLICA DE AUDIENCIAS PÚBLICAS
ORDENAMIENTO TERRITORIAL CONDICIONAL #26CZ03
Veridea SD Plan Amendment

De conformidad con las disposiciones de los Estatutos Generales de Carolina del Norte §160D-602 y con la Sección 2.2.11 de la Ordenanza de Desarrollo Unificado (UDO) del Ayuntamiento de Apex, por la presente se notifican las audiencias públicas ante la Junta de Planificación y el Consejo Municipal del Ayuntamiento de Apex. El propósito de estas audiencias es considerar lo siguiente:

Solicitante: Todd Rechler, RXR Realty; Charles A. Scott, The Trustees of Wake Technical Community College
Agente autorizado: Bronwyn Redus, McAdams
Dirección de la propiedad: 0 E Williams St. (portion of)
Superficie: ± 34.16 acres
Números de identificación de la propiedad: 0740783479 (portion of)
Designación en el Mapa de Uso Territorial para 2045: Regional Mixed Use: Medium Density Residential/High Density Residential/Office Employment/Commercial Services/Industrial Employment
Ordenamiento territorial existente de la propiedad: Sustainable Development-Conditional Zoning (SD-CZ #25ZC18)
Ordenamiento territorial propuesto para la propiedad: Sustainable Development-Conditional Zoning (SD-CZ)

Lugar de la audiencia pública: Ayuntamiento de Apex
Cámara del Consejo, 2º piso
73 Hunter Street, Apex, Carolina del Norte

De conformidad con los requisitos estatales de notificaciones públicas, se enviará por correo y se publicará por separado una notificación de la audiencia pública del Consejo Municipal sobre este proyecto.

Fecha y hora de la audiencia pública de la Junta de Planificación: 13 de julio de 2026 4:30 P.M.

Puede asistir a la reunión de manera presencial o seguir la transmisión en directo por YouTube a través del siguiente enlace: https://www.youtube.com/c/townofapexgov.

Si no puede asistir, puede enviar una declaración escrita por correo electrónico a public.hearing@apexnc.org, o presentarla a la secretaría de la Junta de Planificación, Jeri Pederson (322 N. Mason Street o por correo USPS a P.O. Box 250, Apex, NC 27502), al menos dos días hábiles antes de la votación de la Junta de Planificación. Debe proporcionar su nombre y dirección para que conste en el registro. Las declaraciones escritas se entregarán a la Junta de Planificación antes de la votación. No olvide incluir el nombre de la audiencia pública en el asunto.

Mapa de las inmediaciones:



Los propietarios, inquilinos y asociaciones de vecinos en un radio de 500 pies del Ordenamiento Territorial Condicional propuesto han recibido esta notificación por correo postal de primera clase. Todas las partes interesadas pueden presentar comentarios sobre la solicitud a través de los medios especificados anteriormente. La ubicación de la propiedad también puede verse aquí: https://maps.raleighnc.gov/imaps.
Puede ver el Mapa de Uso Territorial para 2045 aquí: www.apexnc.org/DocumentCenter/View/478. Si tiene preguntas o desea obtener más información, puede comunicarse con el Departamento de Planificación al 919-249-3426. Puede ver la solicitud y otros documentos relacionados aquí: https://www.apexnc.org/DocumentCenter/View/53713.

Dianne F. Khin, AICP
Directora de Planificación

Fechas de publicación: 26 de junio - 13 de julio de 2026

78°F Mostly sunny 8:58 AM 6/26/2026

TOWN OF APEX
PO BOX 250
APEX, NORTH CAROLINA 27502
TELÉFONO 919-249-3426

NOTIFICACIÓN PÚBLICA DE AUDIENCIAS PÚBLICAS

ORDENAMIENTO TERRITORIAL CONDICIONAL #26CZ03
Veridea SD Plan Amendment

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Dirección de la propiedad: 0 E Williams St. (portion of)
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Designación en el Mapa de Uso Territorial para 2045: Regional Mixed Use: Medium Density Residential/High Density Residential/Office Employment/Commercial Services/Industrial Employment
Ordenamiento territorial existente de la propiedad: Sustainable Development-Conditional Zoning (SD-CZ #25ZC18)
Ordenamiento territorial propuesto para la propiedad: Sustainable Development-Conditional Zoning (SD-CZ)

Lugar de la audiencia pública: Ayuntamiento de Apex
Cámara del Consejo, 2º piso
73 Hunter Street, Apex, Carolina del Norte

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Fecha y hora de la audiencia pública de la Junta de Planificación: 13 de julio de 2026 4:30 P.M.

Puede asistir a la reunión de manera presencial o seguir la transmisión en directo por YouTube a través del siguiente enlace: https://www.youtube.com/c/townofapexgov.

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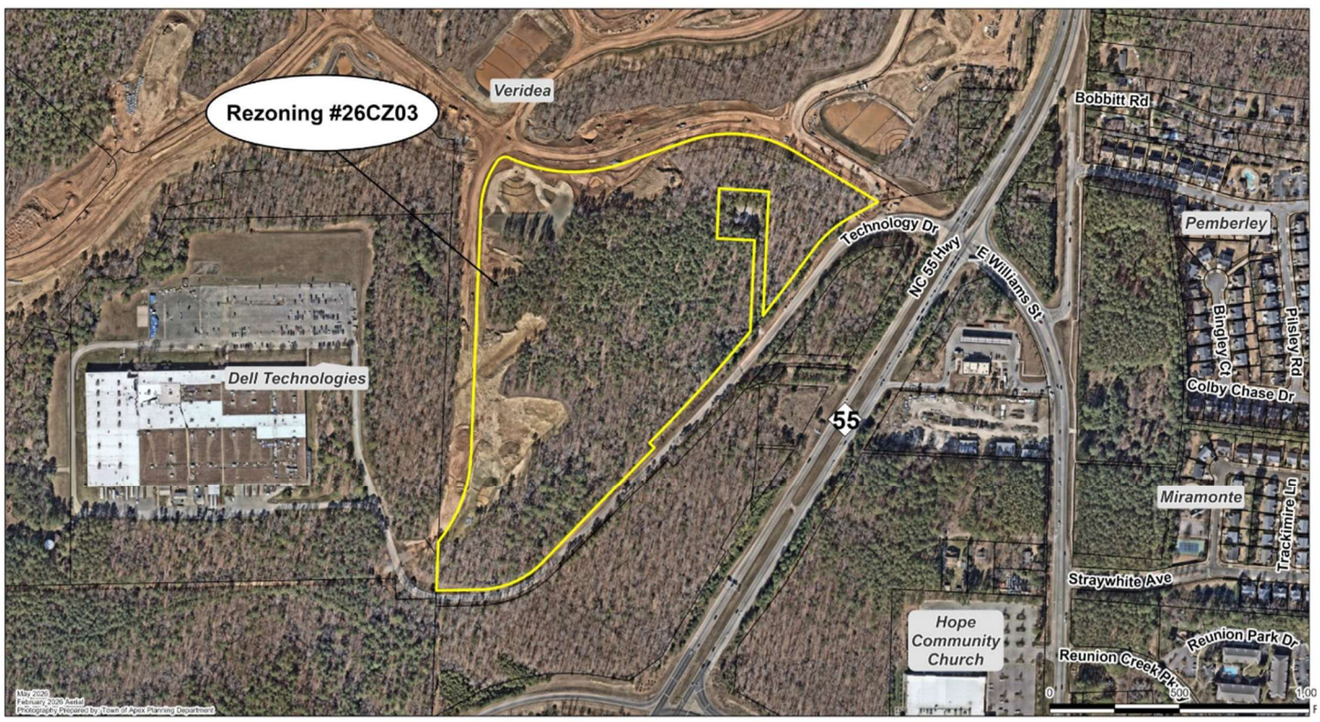
Mapa de las inmediaciones:



Los propietarios, inquilinos y asociaciones de vecinos en un radio de 500 pies del Ordenamiento Territorial Condicional propuesto han recibido esta notificación por correo postal de primera clase. Todas las partes interesadas pueden presentar comentarios sobre la solicitud a través de los medios especificados anteriormente. La ubicación de la propiedad también puede verse aquí: https://maps.raleighnc.gov/imaps.
Puede ver el Mapa de Uso Territorial para 2045 aquí: www.apexnc.org/DocumentCenter/View/478. Si tiene preguntas o desea obtener más información, puede comunicarse con el Departamento de Planificación al 919-249-3426. Puede ver la solicitud y otros documentos relacionados aquí: https://www.apexnc.org/DocumentCenter/View/53713.

Dianne F. Khin, AICP
Directora de Planificación

Fechas de publicación: 26 de junio - 13 de julio de 2026

TOWN OF APEX
POST OFFICE BOX 250
APEX, NORTH CAROLINA 27502
PHONE 919-249-3426

PUBLIC NOTIFICATION OF PUBLIC HEARINGS

CONDITIONAL ZONING #26CZ03
Veridea SD Plan Amendment

Pursuant to the provisions of North Carolina General Statutes §160D-602 and to the Town of Apex Unified Development Ordinance (UDO) Section 2.2.11, notice is hereby given of public hearings before the Planning Board and Town Council of the Town of Apex. The purpose of these hearings is to consider the following:

Applicant: Todd Rechler, RXR Realty; Charles A. Scott, The Trustees of Wake Technical Community College
Authorized Agent: Bronwyn Redus, McAdams
Property Address: 0 E Williams St. (portion of)
Acreage: ± 34.16 acres
Property Identification Number (PIN): 0740783479 (portion of)
2045 Land Use Map Designation Regional Mixed Use: Medium Density Residential/High Density Residential/Office Employment/Commercial Services/Industrial Employment
Existing Zoning of Property: Sustainable Development-Conditional Zoning (SD-CZ #25ZC18)
Proposed Zoning of Property: Sustainable Development-Conditional Zoning (SD-CZ)

Public Hearing Location: Apex Town Hall
Council Chamber, 2nd Floor
73 Hunter Street, Apex, North Carolina

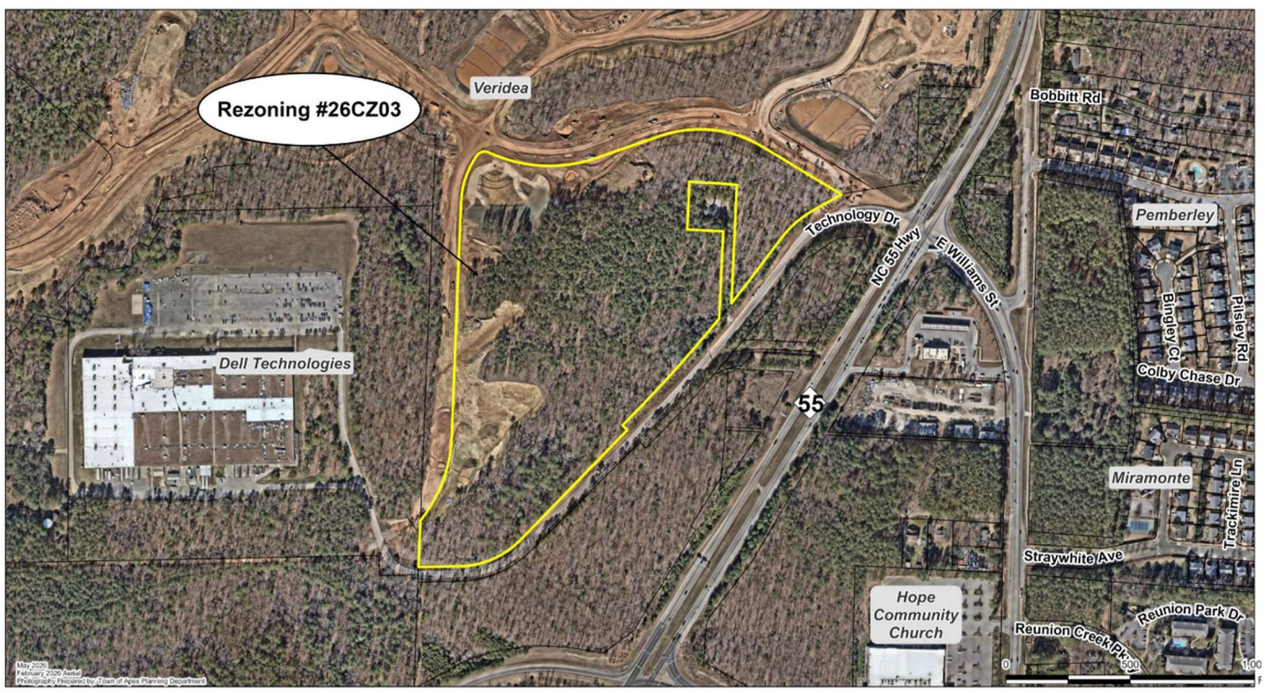
A separate notice of the Town Council public hearing on this project will be mailed and posted in order to comply with State public notice requirements.

Planning Board Public Hearing Date and Time: July 13, 2026, 4:30 PM

You may attend the meeting in person or view the meeting through the Town's YouTube livestream at: https://www.youtube.com/c/townofapexgov.

If you are unable to attend, you may provide a written statement by email to public.hearing@apexnc.org, or submit it to the clerk of the Planning Board, Jeri Pederson (322 N. Mason Street or USPS mail - P.O. Box 250, Apex, NC 27502), at least two business days prior to the Planning Board vote. You must provide your name and address for the record. The written statements will be delivered to the Planning Board prior to their vote. Please include the Public Hearing name in the subject line.

Vicinity Map:



Property owners, tenants, and neighborhood associations within 500 feet of the proposed conditional zoning have been sent this notice via first class mail. All interested parties may submit comments with respect to the application by the means specified above. In addition to the above map, the location of the property may be viewed online at https://maps.raleighnc.gov/imaps. The 2045 Land Use Map may be viewed online at www.apexnc.org/DocumentCenter/View/478. You may call 919-249-3426, Planning Department, with questions or for further information. To view the petition and related documents on-line: https://www.apexnc.org/DocumentCenter/View/53713.

Dianne F. Khin, AICP
Planning Director

Published Dates: June 26 – July 13, 2026

TOWN OF APEX
POST OFFICE BOX 250
APEX, NORTH CAROLINA 27502
PHONE 919-249-3426

AFFIDAVIT CERTIFYING
Public Notification – Written (Mailed) Notice

Section 2.2.11
Town of Apex Unified Development Ordinance

Project Name:	Conditional Zoning #26CZ03 Veridea SD Amendment
Project Location:	0 E. Williams St. (portion of)
Applicant or Authorized Agent:	Bronwyn Redus
Firm:	McAdams
Planning Board Public Hearing Date:	July 13, 2026
Project Planner:	Bruce Venable

This is to certify that I, as Planning Director, mailed or caused to have mailed by first class postage for the above mentioned project on June 26, 2026, a notice containing the time and place, location, nature and scope of the application, where additional information may be obtained, and the opportunity for interested parties to be heard, to the property owners and tenants within 500' of the land subject to notification. I further certify that I relied on information from the Wake County Tax Assessor and the Town of Apex Master Address Repository provided to me by Town of Apex GIS Staff as to accuracy of the list and accuracy of mailing addresses of property owners and tenants within 500' of the land subject to notification.

6/29/2026
Date

Planning Director

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, LAUREN J SISSON, a Notary Public for the above State and County, this the 29th day of June, 2026.

LAUREN J SISSON
Notary Public - North Carolina
Wake County
My Commission Expires Oct 3, 2027

Notary Public

My Commission Expires: 10/3/2027

TOWN OF APEX
POST OFFICE BOX 250
APEX, NORTH CAROLINA 27502
PHONE 919-249-3426

PUBLIC NOTIFICATION
OF PUBLIC HEARINGS
CONDITIONAL ZONING #26CZ03
Veridea SD Plan Amendment

Pursuant to the provisions of North Carolina General Statutes §160D-602 and to the Town of Apex Unified Development Ordinance (UDO) Section 2.2.11, notice is hereby given of public hearings before the Planning Board and Town Council of the Town of Apex. The purpose of these hearings is to consider the following:

Applicant: Todd Rechler, RXR Realty; Charles A. Scott, The Trustees of Wake Technical Community College
Authorized Agent: Bronwyn Redus, McAdams
Property Address: 0 E Williams St. (portion of)
Acreage: ± 34.16 acres
Property Identification Number (PIN): 0740782398 (portion of)
2045 Land Use Map Designation: Regional Mixed Use: Medium Density Residential/High Density Residential/Industrial Employment/Office Employment/Commercial Services
Existing Zoning of Property: Sustainable Development-Conditional Zoning (SD-CZ #25ZC18)
Proposed Zoning of Property: Sustainable Development-Conditional Zoning (SD-CZ)

Public Hearing Location: Apex Town Hall
Council Chamber, 2nd Floor
73 Hunter Street, Apex, North Carolina

Comments received prior to the Planning Board public hearing will not be provided to the Town Council. Separate comments for the Town Council public hearing must be provided by the deadline specified below.

Town Council Public Hearing Date and Time: August 11, 2026, 6:00 PM

You may attend the meeting in person or view the meeting through the Town's YouTube livestream at: https://www.youtube.com/c/townofapexgov.

If you are unable to attend, you may provide a written statement by email to public.hearing@apexnc.org, or submit it to the Office of the Town Clerk (73 Hunter Street or USPS mail - P.O. Box 250, Apex, NC 27502), at least two business days prior to the Town Council vote. You must provide your name and address for the record. The written statements will be delivered to the Town Council prior to their vote. Please include the Public Hearing name in the subject line.

Vicinity Map:



Property owners, tenants, and neighborhood associations within 500 feet of the proposed conditional zoning have been sent this notice via first class mail. All interested parties may submit comments with respect to the application by the means specified above. In addition to the above map, the location of the property may be viewed online at https://maps.raleighnc.gov/imaps. The 2045 Land Use Map may be viewed online at www.apexnc.org/DocumentCenter/View/478. You may call 919-249-3426, Planning Department, with questions or for further information. To view the petition and related documents on-line: https://www.apexnc.org/DocumentCenter/View/53713.

Dianne F. Khin, AICP
Planning Director

Powered by Adobe Acrobat

Heat advisory
Just issued
Search
8:18 AM
7/17/2026

TOWN OF APEX
PO BOX 250
APEX, NORTH CAROLINA 27502
TELÉFONO 919-249-3426

NOTIFICACIÓN PÚBLICA DE AUDIENCIAS PÚBLICAS
ORDENAMIENTO TERRITORIAL CONDICIONAL #26CZ03
Veridea SD Plan Amendment

De conformidad con las disposiciones de los Estatutos Generales de Carolina del Norte §160D-602 y con la Sección 2.2.11 de la Ordenanza de Desarrollo Unificado (UDO) del Ayuntamiento de Apex, por la presente se notifican las audiencias públicas ante la Junta de Planificación y el Consejo Municipal del Ayuntamiento de Apex. El propósito de estas audiencias es considerar lo siguiente:

Solicitante: Todd Rechler, RXR Realty; Charles A. Scott, The Trustees of Wake Technical Community College
Agente autorizado: Bronwyn Redus, McAdams
Dirección de la propiedad: 0 E Williams St., Apex, NC (portion of)
Superficie: ± 34.16 acres
Números de identificación de la propiedad: 0740782398 (portion of)
Designación en el Mapa de Uso Territorial para 2045: Regional Mixed Use: Medium Density Residential/High Density Residential/Office Employment/Commercial Services/Industrial Employment
Ordenamiento territorial existente de la propiedad: Sustainable Development-Conditional Zoning (SD-CZ #25ZC18)
Ordenamiento territorial propuesto para la propiedad: Sustainable Development-Conditional Zoning (SD-CZ)

Lugar de la audiencia pública: Ayuntamiento de Apex
Cámara del Consejo, 2º piso
73 Hunter Street, Apex, Carolina del Norte

Los comentarios recibidos antes de la audiencia pública de la Junta de Planificación no se proporcionarán al Consejo Municipal. Los comentarios para la audiencia pública del Consejo Municipal deben presentarse por separado en el plazo especificado a continuación.

Fecha y hora de la audiencia pública del Consejo Municipal: 11 de agosto de 2026 6:00 PM
Puede asistir a la reunión de manera presencial o seguir la transmisión en directo por YouTube a través del siguiente enlace: https://www.youtube.com/c/townofapexgov.

Si no puede asistir, puede enviar una declaración escrita por correo electrónico a public.hearing@apexnc.org, o presentarla a la oficina del Secretario Municipal (73 Hunter Street o por correo USPS a P.O. Box 250, Apex, NC 27502), al menos dos días hábiles antes de la votación del Consejo Municipal. Debe proporcionar su nombre y dirección para que conste en el registro. Las declaraciones escritas se entregarán al Consejo Municipal antes de la votación. No olvide incluir el nombre de la audiencia pública en el asunto.

Mapa de las inmediaciones:



Los propietarios, inquilinos y asociaciones de vecinos en un radio de 500 pies del Ordenamiento Territorial Condicional propuesto han recibido esta notificación por correo postal de primera clase. Todas las partes interesadas pueden presentar comentarios sobre la solicitud a través de los medios especificados anteriormente. La ubicación de la propiedad también puede verse aquí: https://maps.raleighnc.gov/imaps.
Puede ver el Mapa de Uso Territorial para 2045 aquí: www.apexnc.org/DocumentCenter/View/478. Si tiene preguntas o desea obtener más información, puede comunicarse con el Departamento de Planificación al 919-249-3426. Puede ver la solicitud y otros documentos relacionados aquí: https://www.apexnc.org/DocumentCenter/View/53713.

Dianne F. Khin, AICP
Directora de Planificación

Fechas de publicación: 17 de julio - 11 de agosto de 2026

Heat advisory
Just issued
Search
8:18 AM
7/17/2026

TOWN OF APEX
POST OFFICE BOX 250
APEX, NORTH CAROLINA 27502
PHONE 919-249-3426

PUBLIC NOTIFICATION OF PUBLIC HEARINGS

CONDITIONAL ZONING #26CZ03
Veridea SD Plan Amendment

Pursuant to the provisions of North Carolina General Statutes §160D-602 and to the Town of Apex Unified Development Ordinance (UDO) Section 2.2.11, notice is hereby given of public hearings before the Planning Board and Town Council of the Town of Apex. The purpose of these hearings is to consider the following:

Applicant: Todd Rechler, RXR Realty; Charles A. Scott, The Trustees of Wake Technical Community College
Authorized Agent: Bronwyn Redus, McAdams
Property Address: 0 E Williams St. (portion of)
Acreage: ± 34.16 acres
Property Identification Number (PIN): 0740782398 (portion of)
2045 Land Use Map Designation: Regional Mixed Use: Medium Density Residential/High Density Residential/Industrial Employment/Office Employment/Commercial Services
Existing Zoning of Property: Sustainable Development-Conditional Zoning (SD-CZ #25ZC18)
Proposed Zoning of Property: Sustainable Development-Conditional Zoning (SD-CZ)

Public Hearing Location: Apex Town Hall
Council Chamber, 2nd Floor
73 Hunter Street, Apex, North Carolina

Comments received prior to the Planning Board public hearing will not be provided to the Town Council. Separate comments for the Town Council public hearing must be provided by the deadline specified below.

Town Council Public Hearing Date and Time: August 11, 2026, 6:00 PM

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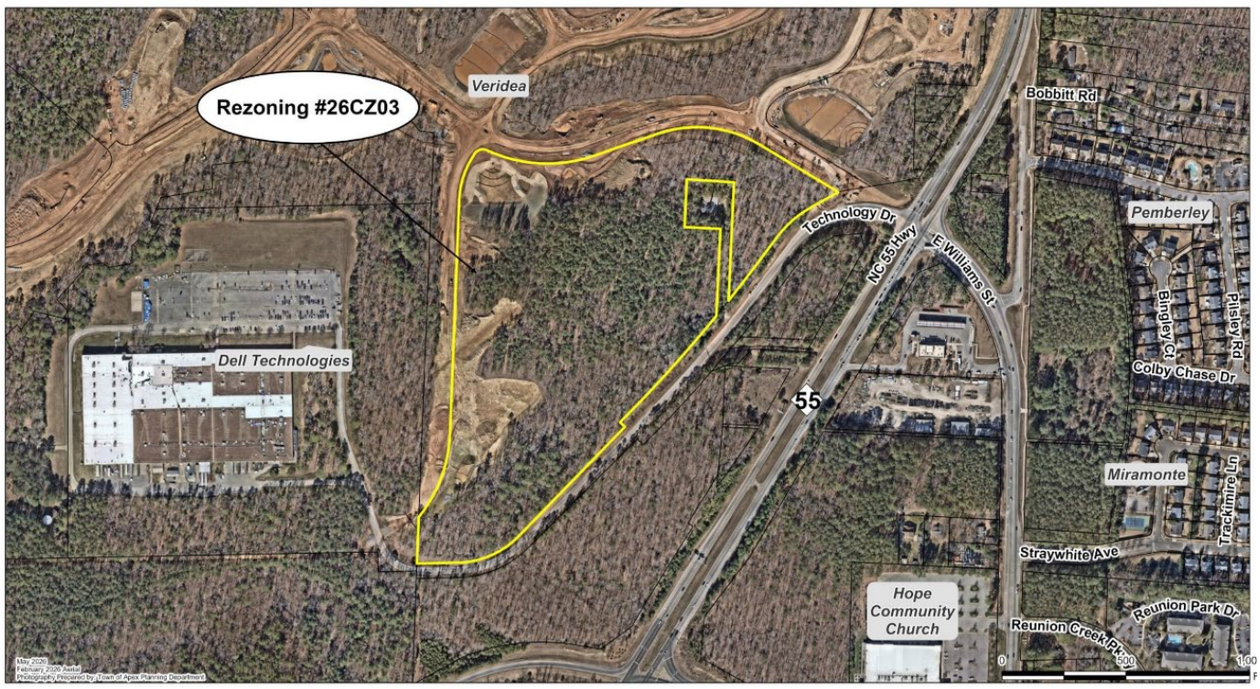
Vicinity Map:



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Dianne F. Khin, AICP
Planning Director

Published Dates: July 17 – August 11, 2026

TOWN OF APEX
PO BOX 250
APEX, NORTH CAROLINA 27502
TELÉFONO 919-249-3426

NOTIFICACIÓN PÚBLICA DE AUDIENCIAS PÚBLICAS

ORDENAMIENTO TERRITORIAL CONDICIONAL #26CZ03
Veridea SD Plan Amendment

De conformidad con las disposiciones de los Estatutos Generales de Carolina del Norte §160D-602 y con la Sección 2.2.11 de la Ordenanza de Desarrollo Unificado (UDO) del Ayuntamiento de Apex, por la presente se notifican las audiencias públicas ante la Junta de Planificación y el Consejo Municipal del Ayuntamiento de Apex. El propósito de estas audiencias es considerar lo siguiente:

Solicitante: Todd Rechler, RXR Realty; Charles A. Scott, The Trustees of Wake Technical Community College
Agente autorizado: Bronwyn Redus, McAdams
Dirección de la propiedad: 0 E Williams St., Apex, NC (portion of)
Superficie: ± 34.16 acres
Números de identificación de la propiedad: 0740782398 (portion of)
Designación en el Mapa de Uso Territorial para 2045: Regional Mixed Use: Medium Density Residential/High Density Residential/Office Employment/Commercial Services/Industrial Employment
Ordenamiento territorial existente de la propiedad: Sustainable Development-Conditional Zoning (SD-CZ #25ZC18)
Ordenamiento territorial propuesto para la propiedad: Sustainable Development-Conditional Zoning (SD-CZ)

Lugar de la audiencia pública: Ayuntamiento de Apex
Cámara del Consejo, 2º piso
73 Hunter Street, Apex, Carolina del Norte

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Fecha y hora de la audiencia pública del Consejo Municipal: 11 de agosto de 2026 6:00 PM

Puede asistir a la reunión de manera presencial o seguir la transmisión en directo por YouTube a través del siguiente enlace: https://www.youtube.com/c/townofapexgov.

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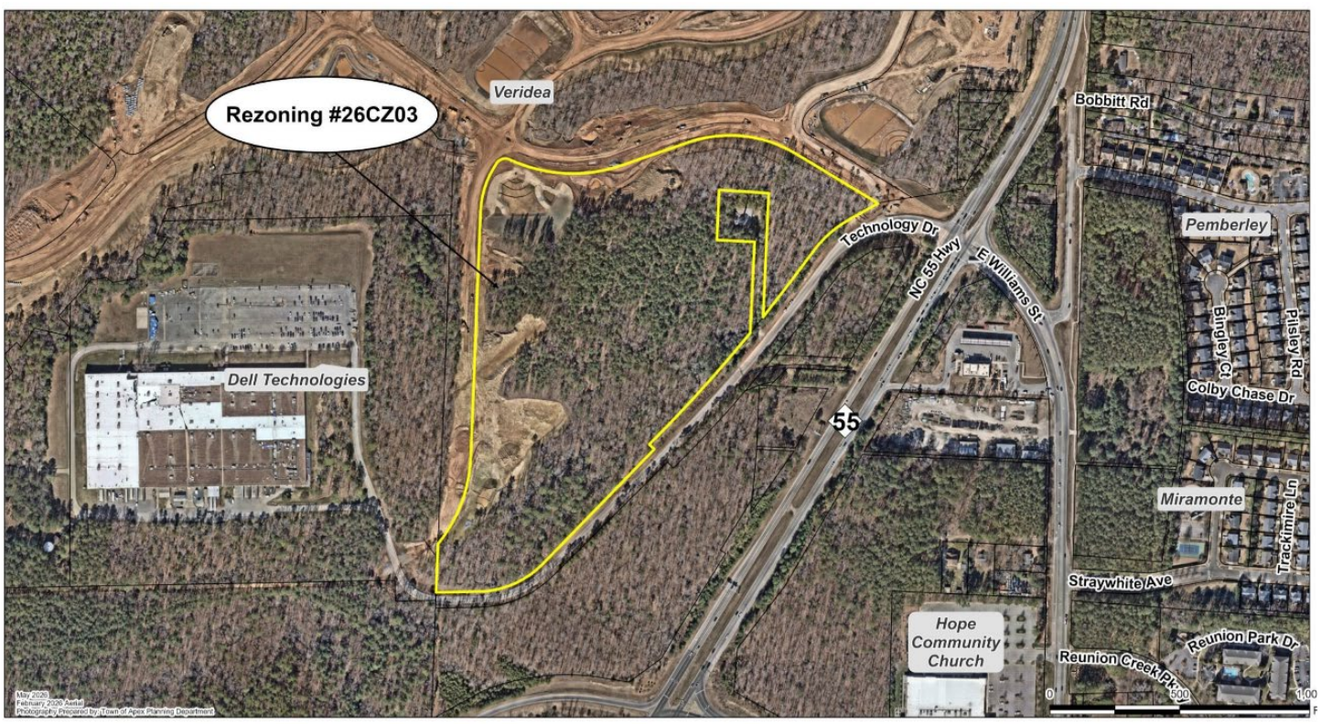
Mapa de las inmediaciones:



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Dianne F. Khin, AICP
Directora de Planificación

Fechas de publicación: 17 de julio - 11 de agosto de 2026

TOWN OF APEX
POST OFFICE BOX 250
APEX, NORTH CAROLINA 27502
PHONE 919-249-3426

AFFIDAVIT CERTIFYING
Public Notification – Written (Mailed) Notice

Section 2.2.11
Town of Apex Unified Development Ordinance

Project Name:	Conditional Zoning #26CZ03 Veridea SD Amendment
Project Location:	0 E. Williams St. (portion of)
Applicant or Authorized Agent:	Bronwyn Redus
Firm:	McAdams
Town Council Public Hearing Date:	August 11, 2026
Project Planner:	Bruce Venable

This is to certify that I, as Planning Director, mailed or caused to have mailed by first class postage for the above mentioned project on July 17, 2026, a notice containing the time and place, location, nature and scope of the application, where additional information may be obtained, and the opportunity for interested parties to be heard, to the property owners and tenants within 500' of the land subject to notification. I further certify that I relied on information from the Wake County Tax Assessor and the Town of Apex Master Address Repository provided to me by Town of Apex GIS Staff as to accuracy of the list and accuracy of mailing addresses of property owners and tenants within 500' of the land subject to notification.

7/20/2026
Date

Planning Director

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, LAUREN J SISSON, a Notary Public for the above State and County, this the 20th day of July, 2026.

LAUREN J SISSON
Notary Public - North Carolina
Wake County
My Commission Expires Oct 3, 2027

SEAL

Notary Public

My Commission Expires: 10/3/2027



Public Hearing Sign Posted By:

3/18/26

Signature Date

ORD-2026-004

STATEMENT OF TOWN COUNCIL AND ORDINANCE AMENDING THE OFFICIAL ZONING DISTRICT MAP OF THE TOWN OF APEX TO CHANGE THE ZONING OF APPROXIMATELY 1,097.15 ACRES LOCATED AT 0, 0 (PORTION OF), 0 (PORTION OF), & 3220 OLD HOLLY SPRINGS APEX RD; 0, 0, 0, 0, 0, 0, 0, 0, 0, 0, 0 (PORTION OF), 3142, 3138, 3130, 3134, 3200, 3012, 2945, 3009, 2901, 2937 VERIDEA PKWY; 0 TECHNOLOGY DR (PORTION OF); 6300 KING DAVID CT; 0, 0, 0, 0 US 1 HWY; 0, 0, 0, 0, 1712, 1716 E. WILLIAMS ST FROM SUSTAINABLE DEVELOPMENT-CONDITIONAL ZONING (SD-CZ #09CZ07, #23CZ01, #24CZ01, #25CZ08, #25CZ15) TO SUSTAINABLE DEVELOPMENT-CONDITIONAL ZONING (SD-CZ) FOR VERIDEA

#25CZ18

WHEREAS, RXR LEN Apex Owner, LLC; RXR MTF Apex Vehicle. LLC; Yifei Wang & Hua Mei; APA Veridea Investments, LLC; Wake County Board of Education; and Greenway Waste Solutions of Apex, LLC/Todd Rechler, RXR Realty, owner/applicant (the "Applicant"), submitted a completed application for a conditional zoning on the 1st day of October 2025 (the "Application"). The proposed conditional zoning is designated #25CZ18;

WHEREAS, the Planning Director for the Town of Apex, Dianne Khin, caused proper notice to be given (by publication and posting) of a public hearing on #25CZ18 before the Planning Board on the 8th day of December 2025;

WHEREAS, the Apex Planning Board held a public hearing on the 8th day of December 2025, gathered facts, received public comments and formulated a recommendation regarding the application for conditional zoning #25CZ18. A motion was made by the Apex Planning Board to recommend approval; the motion passed unanimously for the application for #25CZ18;

WHEREAS, pursuant to N.C.G.S. §160D-601 and Sec. 2.2.11.E of the Unified Development Ordinance, the Planning Director caused proper notice to be given (by publication and posting), of a public hearing on #25CZ18 before the Apex Town Council on the 9th day of December 2025;

WHEREAS, the Apex Town Council held a public hearing on the 9th day of December 2025. Amanda Bunce, Assistant Planning Director, presented the Planning Board's recommendation at the public hearing;

WHEREAS, all persons who desired to present information relevant to the application for #25CZ18 were allowed to present evidence at the public hearing before the Apex Town Council. No one who wanted to speak was turned away;

WHEREAS, the Apex Town Council finds that the approval of the rezoning is consistent with the 2045 Land Use Plan and other adopted plans in that: The 2045 Land Use Map designates this area as Regional Mixed Use: Medium Density Residential/High Density Residential/Office Employment/Commercial Services/Industrial Employment. This designation on the 2045 Land Use Map includes the zoning district Sustainable Development-Conditional Zoning (SD-CZ) and the Apex Town Council has further considered that the proposed rezoning to Sustainable Development-Conditional Zoning (SD-CZ) will maintain the character and appearance of the area and provide the flexibility to accommodate the growth in population, economy, and infrastructure consistent with that contemplated by the 2045 Land Use Map;

WHEREAS, the Apex Town Council finds that the approval of the rezoning is reasonable and in the public interest in that: The rezoning recognizes changes needed due to conditions that have changed since 2011, will provide the flexibility in design standards needed to construct the proposed NCC hospital campus, and require the developer for the remainder of Veridea to provide indoor and outdoor recreation space and a bus transit center; and

WHEREAS, the Apex Town Council by a vote of 4 to 0 approved Application #25CZ18 rezoning the subject tract located at 0, 0 (portion of), 0 (portion of) Old Holly Springs Apex Rd; 0, 0, 0, 0, 0, 0, 0, 0, 0, 0, 0 (portion of), 2901, 2937, 2945, 3009, 3012, 3130, 3134, 3138, 3142, 3200, 3229 Veridea Pkwy; 0 Technology Dr (portion of); 6300 King David Ct; 0, 0, 0, 0 US 1 Hwy; 0, 0, 0, 0, 1712, 1716 E. Williams St from Sustainable Development-Conditional Zoning (SD-CZ #09CZ07, #23CZ01, #24CZ01, #25CZ08, #25CZ15) to Sustainable Development-Conditional Zoning (SD-CZ) for Veridea.

Ordinance Amending the Official Zoning District Map #25CZ18

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

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

Section 2: The Town of Apex Unified Development Ordinance, including the Town of Apex North Carolina Official Zoning District Map which is a part of said Ordinance, is hereby amended by changing the zoning classification of the "Rezoned Lands" from Sustainable Development-Conditional Zoning (SD-CZ #09CZ07, #23CZ01, #24CZ01, #25CZ08, #25CZ15) to Sustainable Development-Conditional Zoning (SD-CZ) for Veridea, subject to the conditions stated herein.

Section 3: The Planning Director is hereby authorized and directed to cause the said Official Zoning District Map for the Town of Apex, North Carolina, to be physically revised and amended to reflect the zoning changes ordained by this Ordinance.

Section 4: The "Rezoned Lands" are subject to the conditions in Attachment "B" Veridea SD Plan which are imposed as part of this rezoning, Attachment "C" Veridea Environmental Enhancement Plan, and Attachment "D" Veridea Pattern Book.

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

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

Motion by Council Member Mahaffey

Seconded by Council Member Gray

With 5 Council Member(s) voting "aye."

With 0 Council Member(s) voting "no."

This the 13th day of January 2026.

TOWN OF APEX

Jacques K. Gilbert
Mayor

ATTEST:

Allen Coleman, CMC, NCCCC
Town Clerk

APPROVED AS TO FORM:

Town Attorney

Attachment A

PIN: 0740191376, 0741207566, 0730977087, 0730996270, 0740180091, 0740180331, 0740287376, 0740293940, 0740360895, 0740289979, 0740389302, 0740586619, 0740783479, 0740888498, 0740992174, 0741614057, 0740489140, 0741203157

Being a portion of the lands now or formerly owned by RXR Len Apex Owner, LLC, as described in Deed Book 19263, Page 2403; RXR Len Apex Owner, LLC, as described in Deed Book 19297, Page 1692; RXR Len Apex Owner LLC, as described in Deed Book 19947, Page 487; RXR Len Apex Owner, LLC, as described in Deed Book 19263, Page 2335 in the Wake County Register of Deeds; being more particularly described as:

Beginning at a rebar with cap on the northern right of way line of N.C. Highway 540, a variable width controlled access right of way as described in Deed Book 15539, page 1855, being also the southeast corner of lands now or formerly owned by RXR Len Apex Owner, LLC, as described in Deed Book 19263, page 2403, the point of beginning; thence from the beginning and leaving the northern right of way line of NC Highway 540 and with said common line, North 00°14'49" West a distance of 667.80 feet to a point; thence South 87°37'02" West a distance of 180.32 feet to a point; thence North 01°55'47" West a distance of 1400.56 feet to a point; thence South 84°14'41" West a distance of 440.42 feet to a point on the eastern right of way line of Veridea Parkway, a variable width public right of way, as described in Deed Book 16421, page 2112 and Deed Book 16326, page 2125; thence with the eastern right of way line of Veridea Parkway, North 09°16'52" East a distance of 6.98 feet to a point; thence North 09°16'52" East a distance of 31.69 feet to a point; thence North 09°28'48" East a distance of 166.90 feet to a point; thence North 09°28'48" East a distance of 13.32 feet to a point; thence North 09°28'48" East a distance of 17.71 feet to a point; thence North 09°28'48" East a distance of 55.05 feet to a point on the southern line of lands now or formerly owned by Roger W. and Glenda K. Bushee, as described in Deed Book 4691, page 197; thence with said common line, South 80° 05'31" East a distance of 386.35 feet to an existing iron pipe, being a southwestern corner of lands now or formerly owned by RXR Len Apex Owner, LLC, as described in Deed Book 19737, page 1859; thence with said common line, South 09°53'16" West a distance of 120.00 feet to an existing iron pipe; thence North 89°42'24" East a distance of 427.65 feet to an existing iron pipe; thence North 28°17'19" East a distance of 258.03 feet to a point; thence North 25°29'27" West a distance of 398.53 feet to a point; thence South 85°22'14" West a distance of 220.54 feet to a point; thence South 09°39'36" West a distance of 200.09 feet to a point, being the northeast corner of lands now or formerly owned by Roger W. and Glenda K. Bushee, as described in Deed Book 4691, page 197; thence with said common line, North 80°09'19" West a distance of 185.05 feet to a point, being the southeast corner of lands now or formerly owned by W J and Catherin A Fields, as described in Deed Book 3138, page 93; thence with said common line and the common line of others, North 09°58'01" East a distance of 550.14 feet to a point, being the southeast corner

of lands now or formerly owned by Whitehouse Assets Management, LLC, as described in Deed Book 17143, page 2248; thence with said common line, North 24°25'22" East a distance of 442.30 feet to a point; thence South 69°45'18" West a distance of 509.98 feet to an existing rebar in the center of Veridea Parkway, a 60’ public right of way as shown on Book of Maps 2003, page 1756, passing through an existing iron pipe on the eastern right of way line of Veridea Parkway 34.45 feet before the end of the line; thence with the center of Veridea Parkway, South 09°52'33" West a distance of 171.70 feet to a point; thence South 09°57'23" West a distance of 550.24 feet to a point; thence South 09°26'46" West a distance of 21.55 feet to a point; thence leaving the center of Veridea Parkway, North 89°10'45" West a distance of 68.12 feet to a point on the western right of way line of Veridea Parkway, a variable width public right of way as described in Deed Book 16421, page 2112 and Deed Book 16326, page 2125, passing through an existing iron pipe 38.57 feet before the end of the line; thence with the western right of way line of Veridea Parkway, South 09°28'47" West a distance of 60.77 feet to a point; thence South 09°28'45" West a distance of 430.91 feet to an existing concrete monument; thence South 09°46'52" West a distance of 74.87 feet to an existing concrete monument, being the northeast corner of lands now or formerly owned by RXR Len Apex Owner, LLC, as described in Deed Book 19263, page 2403; thence leaving the western right of way line of Veridea Parkway, and with said common line, North 89°09'45" West a distance of 1110.26 feet to an existing iron pipe; thence South 02°26'42" West a distance of 1505.96 feet to a point on the northern right of way line of NC Highway 540, a variable width controlled access right of way as described in Deed Book 15539, page 1837; thence with the northern right of way line of NC Highway 540, with a curve to the right a radius of 4035.00 feet, an arc length of 857.09 feet, a chord bearing of North 53°42'27" West, a chord length of 855.48 feet to an existing rebar; thence with a curve to the right a radius of 4054.26 feet, an arc length of 326.65 feet, a chord bearing of North 45°18'10" West, a chord length of 326.56 feet to an existing rebar with cap; thence North 36°43'15" West a distance of 102.76 feet to an existing rebar with cap; thence North 35°20'20" West a distance of 237.13 feet to an existing rebar with cap; thence North 07°47'12" West a distance of 131.08 feet to an existing rebar with cap; thence North 00°34'29" West a distance of 436.11 feet to an existing rebar with cap; thence North 12°52'53" East a distance of 565.14 feet to an existing rebar with cap; thence North 05°57'15" East a distance of 356.74 feet to an existing rebar with cap; thence North 15°26'08" East a distance of 134.33 feet to a point; thence North 15°26'08" East a distance of 200.01 feet to an existing rebar with cap; thence North 28°28'53" East a distance of 237.21 feet to an existing rebar with cap; thence North 45°14'54" East a distance of 75.20 feet to an existing rebar with cap; thence North 42°51'55" East a distance of 241.20 feet to an existing rebar with cap, transitioning to the southern right of way line of US Highway 1, a variable width controlled access right of way, as described in Deed Book 14140, page 979; thence with the southern right of way line of US Highway 1, North 50°43'55" East a distance of 160.95 feet to an existing rebar with cap; thence

North 58°37'05" East a distance of 364.36 feet to a point, being the southwest corner of lands now or formerly owned by The Young Men's Christian Association of the Triangle Area, Inc, as described in Deed Book 17017, page 2427, passing through an existing concrete monument 86.12 feet before the end of the line and an existing iron pipe 3.87 feet before the end of the line; thence leaving the southern right of way line of US Highway 1 and with said common line, North 87°38'44" East a distance of 265.82 feet to a point, passing through an existing iron pipe 259.41 feet before the end of the line; thence North 00°27'33" West a distance of 149.91 feet to a point on the southern right of way line of US Highway 1, a variable width controlled access right of way, as described in Deed Book 14140, page 979; thence with the southern right of way line of U.S. Highway 1, North 58°41'20" East a distance of 1668.68 feet to a point in the center of Veridea Parkway, a 60 foot public right of way as shown on Book of Maps 2003, page 1756; thence continuing with the southern right of way line of US Hihgway 1, North 58°41'20" East a distance of 31.03 feet to an existing concrete monument on the eastern right of way line of Veridea Parkway; thence continuing with the southern right of way line of US Highway 1, North 58°39'55" East a distance of 576.45 feet to a point, being a western corner of lands now or formerly owned by EBT Farms, LLC, as shown on Book of Maps 2015, page 14, passing through an existing iron pipe 3.61 feet before the end of the line; thence with said common line, South 88°58'01" East a distance of 304.56 feet to a point in the center of Prince Dead End Road, a 60 foot public right of way as shown on Book of Maps 1988, page 283, being referenced by an existing iron pipe 3.69 feet northeast of the corner; thence leaving the center of Prince Dead End Road and continuing with said common line, South 88°58'01" East a distance of 584.55 feet to a point, being a western corner of lands now or formerly owned by the Town of Apex, as shown on Book of Maps 1989, page 59, passing through an existing iron pipe 14.43 feet before the end of the line; thence with said common line, South 23°14'08" East a distance of 315.07 feet to an existing bent iron pipe on a northern line of lands now or formerly owned by Wildbird LLC, as shown on Book of Maps 1985, page 64; thence with said common line, North 89°17'57" West a distance of 82.50 feet to an existing iron pipe; thence South 00°32'06" West a distance of 760.78 feet to an existing iron pipe, passing through an existing iron pipe 546.06 feet before the end of the line; thence South 00°33'48" West a distance of 1301.27 feet to an existing iron stake, passing through existing iron pipes 776.99 feet and 741.67 feet before the end of the line; thence South 88°56'50" East a distance of 1524.31 feet to an existing iron pipe; thence North 42°37'27" East a distance of 84.50 feet to a point; thence South 87°51'02" East a distance of 208.48 feet to an existing iron pipe, passing through an existing iron pipe 155.64 feet before the end of the line; thence North 00°58'38" East a distance of 734.06 feet to an existing iron pipe, passing through an existing iron pipe 31.40 feet before the end of the line; thence North 00°58'38" East a distance of 2549.03 feet to an existing iron pipe, passing through an existing iron pipe 2465.38 feet before the end of the line; thence South 89°46'05" West a distance of 25.90 feet to an existing iron pipe, being a southeast corner of lands now or formerly owned by

Town of Apex, as shown on Book of Maps 1989, page 59; thence with said common line, North 01°31'12" East a distance of 572.91 feet to an existing iron pipe; thence North 01°28'31" East a distance of 119.73 feet to an existing iron pipe; thence North 01°30'44" East a distance of 41.12 feet to an existing iron pipe on the southern right of way line of US Highway 1, a variable width controlled access right of way as shown on Book of Maps 2024, page 630; thence with said common line, North 58°51'35" East a distance of 406.60 feet to an existing concrete monument; thence North 58°00'23" East a distance of 434.93 feet to an existing iron pipe; thence with a curve to the left a radius of 5860.99 feet, an arc length of 1031.97 feet, a chord bearing of North 51°39'15" East, a chord length of 1030.63 feet to an existing iron pipe; thence South 41°41'54" East a distance of 29.56 feet to an existing iron pipe; thence North 46°57'49" East a distance of 79.93 feet to a point in the centerline of the creek, passing through an existing iron pipe 10.00 feet before the end of the line; thence with the centerline of the creek, South 08°18'39" West a distance of 74.71 feet to a point; thence South 03°57'01" East a distance of 106.42 feet to a point on the northern line of lands now or formerly owned by Justin Stanley, as described in Deed Book 17473, page 2663; thence leaving the centerline of the creek and with said common line, South 58°19'32" West a distance of 25.09 feet to an existing concrete monument, passing through an existing iron pipe 15.09 feet before the end of the line; thence South 31°28'08" East a distance of 99.98 feet to an existing iron pipe on a northern line of lands now or formerly owned by Madison Apex Owner, LLC, as described in Deed Book 18329, page 2014; thence with said common line, South 58°37'43" West a distance of 311.61 feet to an existing iron pipe; thence South 05°32'28" West a distance of 311.05 feet to an existing iron pipe; thence South 18°18'17" East a distance of 266.26 feet to an existing iron pipe; thence South 58°02'56" East a distance of 253.73 feet to an existing iron pipe; thence South 24°13'34" East a distance of 1064.47 feet to an existing iron pipe; thence North 51°40'44" East a distance of 610.52 feet to an existing iron pipe, being a western corner of lands now or formerly owned by FTPA Storage Apex, LLC, as described in Deed Book 16283, page 140; thence with said common line, South 29°10'43" East a distance of 276.67 feet to an existing iron pipe, being the southwest corner of lands now or formerly owned by Sunil and Sudarshini Shelke, as described in Deed Book 14964, page 1295; thence with said common line, North 89°42'08" East a distance of 414.38 feet to an existing iron pipe, being the northwest corner of lands now or formerly owned by Apex Rent Account, LLC, as described in Deed Book 16018, page 896; thence South 02°52'31" West a distance of 576.07 feet to an existing iron pipe, being a northwest corner of lands now or formerly owned by PPTapex, LLC, as described in Deed Book 16247, page 277; thence with said common line, South 03°02'31" West a distance of 260.47 feet to an existing iron pipe, being the northwest corner of lands now or formerly owned by James Irvin Rigsbee, as described in Deed Book 2176, page 224; thence with said common line, South 03°08'36" West a distance of 288.05 feet to an existing iron pipe; thence South 02°21'58" West a distance of 72.79 feet to an existing axle, being the northwest corner of lands now or formerly owned by Kenan Transport Co., as

described in Deed Book 2003, page 233; thence with said common line, South 02°22'52" West a distance of 365.20 feet to an existing iron pipe, passing through an existing iron pipe 53.41 feet before the end of the line; thence South 89°54'31" East a distance of 270.03 feet to an existing iron pipe; thence South 89°55'44" East a distance of 403.93 feet to an existing iron pipe, being the northwest corner of lands now or formerly owned by David F. and Sharon L Raymer, as described in Deed Book 8712, page 265; thence with said common line, South 04°23'01" East a distance of 445.52 feet to an existing iron pipe, being the northwest corner of lands now or formerly owned by Thompson Gas – Smokies, LLC, as described in Deed Book 15976, page 1140; thence with said common line, South 05°37'02" East a distance of 199.93 feet to an existing iron pipe; thence North 89°21'15" East a distance of 417.22 feet to an existing iron pipe on the western right of way line of NC Highway 55, a variable width public right of way as shown on Book of Maps 2024, page 630; thence with the western right of way line of NC Highway 55, with a curve to the right a radius of 5633.75 feet, an arc length of 101.71 feet, a chord bearing of South 04°07'50" East, a chord length of 101.71 feet to an existing iron pipe; thence leaving the western right of way line of NC Highway 55 and with the common line of RXR Len Apex Owner, LLC and others, South 89°36'58" West a distance of 414.74 feet to an existing iron pipe, passing through the western right of way line of NC Highway 55 407.68 feet before the end of the line and an existing iron pipe 240.77 feet before the end of the line; thence South 05°37'02" East a distance of 100.00 feet to an existing iron pipe, being the northwest corner of lands now or formerly owned by RXR Len Apex Owner, LLC, as described in Deed Book 19789, page 32; thence South 17°12'56" East a distance of 140.08 feet to an existing iron pipe; thence South 87°06'10" East a distance of 374.27 feet to an existing iron pipe on the western right of way line of NC Highway 55, a variable width public right of way as shown on Book of Maps 2024, page 630, passing through the western right of way line NC Highway 55 9.29 feet before the end of the line; thence with the western right of way line of NC Highway 55, with a curve to the right a radius of 5633.75 feet, an arc length of 100.26 feet, a chord bearing of South 00°30'27" East, a chord length of 100.26 feet to an existing iron pipe; thence South 01°41'54" East a distance of 100.29 feet to an existing iron pipe; thence South 01°45'44" West a distance of 49.94 feet to an existing iron pipe; thence South 01°45'44" West a distance of 49.94 feet to an existing iron pipe; thence South 01°45'44" West a distance of 49.94 feet to an existing iron pipe; thence South 01°45'44" West a distance of 49.94 feet to an existing iron pipe; thence South 01°45'44" West a distance of 49.94 feet to an existing iron pipe; thence South 01°45'44" West a distance of 49.94 feet to an existing iron pipe; thence South 01°45'44" West a distance of 49.94 feet to an existing iron pipe; thence South 01°45'44" West a distance of 49.79 feet to an existing iron pipe; thence South 01°45'44" West a distance of 50.00 feet to an existing iron pipe; thence South 01°45'44" West a distance of 50.00 feet to an existing iron pipe; thence South 01°45'44" West a distance of 3.89 feet to a point; thence North 80°39'17" West a distance of 39.57 feet to a point; thence with a curve to the right a radius of 1515.50 feet, an arc length of 73.75 feet, a chord bearing of

South 10°44'22" West, a chord length of 73.75 feet to a point; thence South 50°25'39" West a distance of 72.79 feet to a point; thence South 03°20'53" West a distance of 77.92 feet to a point, being the northeast corner of lands now or formerly owned by NC Department of Transportation, as described in Deed Book 8235, page 1160; thence with said common line, North 86°43'05" West a distance of 16.98 feet to an existing iron pipe; thence South 01°28'00" West a distance of 100.88 feet to an existing iron pipe; thence South 87°17'00" East a distance of 10.63 feet to a point on the western right of way line of NC Highway 55, a variable width public right of way as shown on Book of Maps 2024, page 630; thence with the western right of way line of NC Highway 55, South 02°47'00" West a distance of 30.24 feet to a point; thence with a curve to the right a radius of 1525.00 feet, an arc length of 20.91 feet, a chord bearing of South 21°53'09" West, a chord length of 20.91 feet to a point; thence North 87°17'00" West a distance of 2.64 feet to an existing iron pipe; thence South 01°28'00" West a distance of 16.53 feet to a point; thence with a curve to the right a radius of 1525.00 feet, an arc length of 34.27 feet, a chord bearing of South 23°40'23" West, a chord length of 34.27 feet to a point; thence continuing with the northern right of way line of NC Highway 55 and the common line of lands now or formerly owned by NC Department of Transportation, as described in Deed Book 8138, page 1625, North 87°21'16" West a distance of 246.10 feet to an existing iron pipe; thence continuing with said common line and the common line of others, South 01°23'44" West a distance of 347.79 feet to an existing iron pipe; thence South 86°24'46" East a distance of 46.54 feet to a point on the western right of way line of NC Highway 55, a variable width public right of way as shown on Book of Maps 2024, page 630; thence with the western right of way line of NC Highway 55, South 31°28'58" West a distance of 41.58 feet to a point on the northern right of way line of Technology Drive, a variable width public right of way as shown on Book of Maps 2008, page 448; thence with the northern right of way line of Technology Drive, South 81°05'32" West a distance of 325.98 feet to an existing iron pipe, passing through an existing iron pipe 125.44 feet before the end of the line; thence South 60°43'09" West a distance of 132.34 feet to an existing iron pipe; thence with a curve to the left a radius of 426.43 feet, an arc length of 181.19 feet, a chord bearing of South 49°06'58" West, a chord length of 179.83 feet to an existing iron pipe; thence South 36°56'38" West a distance of 162.54 feet to an existing iron pipe; thence South 37°44'51" West a distance of 163.20 feet to an existing iron pipe, being the southeast corner of lands now or formerly owned by Margaret Evans Heirs, as shown on Book of Maps 2002, page 165; thence leaving the northern right of way line of Technology Drive and with said common line, North 02°38'53" East a distance of 477.63 feet to an existing iron pipe; thence North 86°17'11" West a distance of 191.04 feet to an existing iron pipe; thence South 02°37'54" West a distance of 192.78 feet to an existing iron pipe; thence South 87°21'03" East a distance of 144.87 feet to an existing iron pipe; thence South 02°38'53" West a distance of 351.16 feet to an existing iron pipe on the northern right of way line of Technology Drive, a variable width public right of way as shown on Book of Maps 2008, page

448; thence with the northern right of way line of Technology Drive, with a curve to the right a radius of 5840.02 feet, an arc length of 578.81 feet, a chord bearing of South 42°11'18" West, a chord length of 578.57 feet to an existing iron pipe; thence South 45°24'35" East a distance of 26.85 feet to an existing iron pipe; thence South 44°12'36" West a distance of 620.76 feet to an existing iron pipe; thence with a curve to the right a radius of 351.98 feet, an arc length of 268.88 feet, a chord bearing of South 67°02'07" West, a chord length of 262.39 feet to an existing iron pipe; thence South 88°52'01" West a distance of 164.86 feet to an existing iron pipe on the eastern line of EMC Corporation, as described in Deed Book 8681, page 1014; thence with said common line, North 02°16'22" East a distance of 50.18 feet to an existing iron pipe; thence North 02°17'00" East a distance of 1402.38 feet to an existing iron pipe; thence North 02°17'00" East a distance of 163.32 feet to an existing iron pipe; thence North 02°11'42" East a distance of 120.99 feet to a point in the centerline of the creek, passing through an existing iron pipe 10.00 feet before the end of the line; thence with the centerline of the creek, North 82°46'29" West a distance of 59.32 feet to a point; thence North 38°01'48" West a distance of 154.60 feet to a point; thence North 84°02'09" West a distance of 86.70 feet to a point; thence South 20°44'56" West a distance of 18.43 feet to a point; thence South 79°18'34" West a distance of 39.77 feet to a point; thence South 13°19'46" East a distance of 38.31 feet to a point; thence South 76°35'49" West a distance of 53.23 feet to a point; thence South 26°54'51" West a distance of 42.90 feet to a point; thence South 33°19'02" East a distance of 29.87 feet to a point; thence South 51°46'22" West a distance of 61.75 feet to a point; thence North 64°34'50" West a distance of 58.31 feet to a point; thence South 29°34'47" West a distance of 47.94 feet to a point; thence South 71°40'28" West a distance of 23.79 feet to a point; thence North 39°32'53" West a distance of 102.73 feet to a point; thence North 69°26'41" West a distance of 124.25 feet to a point; thence South 57°24'05" West a distance of 82.87 feet to a point; thence South 07°43'11" West a distance of 131.15 feet to a point; thence South 83°27'25" West a distance of 147.78 feet to a point; thence South 00°36'20" East a distance of 95.70 feet to a point; thence South 80°37'14" West a distance of 210.03 feet to a point; thence South 21°46'20" West a distance of 110.71 feet to a point; thence South 78°48'03" East a distance of 41.76 feet to a point; thence South 32°29'11" West a distance of 93.04 feet to a point; thence North 66°26'02" West a distance of 45.02 feet to a point; thence South 47°52'32" West a distance of 34.12 feet to a point; thence South 00°28'52" West a distance of 71.12 feet to a point; thence South 79°33'24" West a distance of 96.46 feet to a point; thence North 52°02'42" West a distance of 30.57 feet to a point; thence South 81°23'08" West a distance of 60.05 feet to a point; thence South 41°39'40" West a distance of 186.48 feet to a point; thence South 44°48'01" East a distance of 60.58 feet to a point; thence South 20°16'03" West a distance of 35.02 feet to a point; thence North 76°32'52" West a distance of 126.07 feet to a point; thence South 34°49'57" West a distance of 90.84 feet to a point; thence North 41°34'57" West a distance of 26.79 feet to a point; thence South 44°48'57" West a

distance of 69.31 feet to a point; thence South 28°17'36" East a distance of 74.29 feet to a point; thence South 47°29'27" West a distance of 92.11 feet to a point; thence North 49°33'56" West a distance of 78.37 feet to a point; thence South 87°17'25" West a distance of 290.72 feet to a point; thence South 11°44'33" West a distance of 20.66 feet to a point; thence South 64°16'17" West a distance of 220.45 feet to a point; thence South 82°21'19" West a distance of 72.19 feet to a point; thence North 36°16'44" West a distance of 42.40 feet to a point; thence South 69°36'51" West a distance of 126.77 feet to a point; thence South 62°06'56" West a distance of 316.17 feet to a point; thence South 17°45'27" West a distance of 29.26 feet to a point; thence South 26°24'46" West a distance of 31.72 feet to a point; thence South 40°05'18" West a distance of 78.74 feet to a point; thence South 07°45'39" West a distance of 35.25 feet to a point; thence South 42°06'24" West a distance of 57.16 feet to a point, being a northwest corner of lands now or formerly owned by EMC Corporation, as described in Deed Book 8681, page 1014; thence with said common line, South 01°06'28" West a distance of 351.89 feet to an existing iron pipe on the northern line of lands now of formerly owned by Greenway Waste Solutions of Apex, LLC, as described in Deed Book 9099, page 1045; thence with said common line, South 88°51'48" West a distance of 28.47 feet to a point in the centerline of the creek; thence with the centerline of the creek, South 03°52'45" West a distance of 158.77 feet to a point; thence South 23°38'07" East a distance of 210.79 feet to a point; thence South 30°01'31" West a distance of 156.29 feet to a point; thence South 11°48'54" East a distance of 104.71 feet to a point; thence South 19°26'04" West a distance of 147.77 feet to a point on the northern right of way line of NC Highway 540, a variable width public right of way as described in Deed Book 15539, page 1850; thence with the northern right of way line of NC Highway 540, North 87°35'38" West a distance of 1273.34 feet to an existing rebar with cap; thence North 75°03'53" West a distance of 276.59 feet to an existing rebar with cap; thence South 36°13'41" West a distance of 120.37 feet to a point; thence North 49°31'49" West a distance of 105.40 feet to the point and place of beginning, having an area of 36,092,685 square feet, 828.57 acres

Less and Except the Following:

PIN: 0730977967; 0740081019; 0740082199; 0740070950; 0740082327

Being all of the lands now or formerly owned by RXR Len Apex Owner, LLC, as described in Deed Book 20025, page 1418, and Yifei Wang and wife, Hua Mei, as described in Deed Book 18896, page 1725 in the Wake County Register of Deeds; being more particularly described as:

Beginning at an existing iron pipe, being a western corner of lands now or formerly owned by RXR Len Apex Owner, LLC, as described in Deed Book 19297, page 1692, the point of beginning; thence from the beginning and with said common line, South 02°19'40" West a distance of 199.14 feet to a point, being a northwest corner of lands now or formerly owned by RXR Len Apex Owner, LLC, as described in Deed Book 19263, page 2403; thence with said common line, South 02°19'40" West a distance of 64.13 feet to an existing iron pipe, being a northwest corner of lands now or formerly owned by RXR Len Apex Owner, LLC, as described in Deed Book 19263, page 2403; thence with said common line, South 02°13'53" West a distance of 189.40 feet to an existing iron pipe; thence South 02°17'48" West a distance of 67.39 feet to an existing iron pipe, being a northeast corner of lands now or formerly owned by RXR Len Apex Owner, LLC, as described in Deed Book 19263, page 2403; thence with said common line, South 65°19'45" West a distance of 538.99 feet to a point; thence South 01°27'55" West a distance of 148.65 feet to a point; thence South 77°54'05" West a distance of 389.22 feet to an existing iron pipe; thence North 00°01'19" West a distance of 967.73 feet to a point; thence North 89°58'41" East a distance of 616.26 feet to an existing rebar; thence North 89°58'41" East a distance of 133.87 feet to an existing iron pipe, being a southwest corner of lands now or formerly owned by RXR Len Apex Owner, LLC, as described in Deed Book 19297, page 1692; thence with said common line, North 87°19'22" East a distance of 145.34 feet to the point and place of beginning, containing an area of 668,038 square feet or 15.34 acres.

PIN: 0740992565

Being a portion of the lands now or formerly owned by RXR Len Apex Owner, LLC, as described in Deed Book 19263, page 2403 in the Wake County Register of Deeds; being more particularly described as: Beginning at an existing iron pipe on the western right of way line of NC Highway 55, a variable width public right of way as shown on Book of Maps 2024, page 630, being also the southeast corner of the subject parcel, the point of beginning; thence from the beginning and with the western right of way line of NC Highway 55 and the common line of RXR Len Apex Owner, LLC, as described in Deed Book 19789, page 32, South 89°40'44" West a distance of 123.48 feet to an existing iron pipe, passing through the western right of way line of NC Highway 55 116.17 feet before the end of the line; thence North 02°18'46" West a distance of 50.01 feet to an existing iron pipe, being a southern corner lands now or formerly owned by RXR Len Apex Owner, LLC, as described in Deed Book 19821, page 1026; thence with said common line, North 89°43'19" East a distance of 123.46 feet to an existing iron pipe on the western right of way line of NC Highway 55, passing through the western right of way line of NC Highway 55 7.22 feet before the end of the line; thence with the western right of way line of NC Highway 55, with a curve to the right a radius of 5633.75 feet, an arc length of 49.92 feet, a chord bearing of South 02°20'20" East, a chord length of 49.92 feet to the point and place of beginning, containing an area of 6,168 square feet or 0.14 acres.

PIN 0740992632; 0740990489

Being two tracts of land now or formerly owned by RXR Len Apex Owner LLC, as described in Deed Book 19821, page 1026 and Deed Book 19789, page 32 in the Wake County Register of Deeds; being more particularly described as:

Beginning at a point, being the northeast corner of lands now or formerly owned by RXR Len Apex Owner LLC, as described in Deed Book 19821, page 1026 in the Wake County Register of Deeds, being also a corner on the western right of way line of N.C. Highway 55, a variable width public right of way as shown on Book of Maps 2024, page 630, the point of beginning; thence from the beginning and with the western right of way line of N.C. Highway 55, with a curve to the right a radius of 5412.50 feet, an arc length of 100.31 feet, a chord bearing of South 03°00'35" East, a chord length of 100.31 feet to a point on the northern line of lands now or formerly owned by RXR Len Apex Owner LLC, as described in Deed Book 19263, page 2403; thence leaving the western right of way line of N.C. Highway 55 and with said common line, South 89°43'19" West a distance of 116.24 feet to an existing iron pipe; thence South 02°18'46" East a distance of 50.01 feet to an existing iron pipe; thence North 89°40'44" East a distance of 116.17 feet to a point on the western right of way line of N.C. Highway 55; thence with the western right of way line of N.C. Highway 55, with a curve to the right a radius of 2791.21 feet, an arc length of 91.54 feet, a chord bearing of South 00°35'17" East, a chord length of 91.54 feet to a point; thence with a curve to the right a radius of 5411.27 feet, an arc length of 12.91 feet, a chord bearing of South 00°14'58" West, a chord length of 12.91 feet to a point on a northern line of lands now or formerly owned by RXR Len Apex Owner LLC, as shown as New Tract 4 on Book of Maps 2024, page 630; thence leaving the western right of way line of N.C. Highway 55 and with said common line, North 87°06'10" West a distance of 364.98 feet to an existing iron pipe; thence North 17°12'56" West a distance of 140.08 feet to an existing iron pipe, being the southwest corner of lands now or formerly owned by David E. Page, Heirs, as described in Deed Book 1107, page 549; thence with said common line, North 89°41'49" East a distance of 235.12 feet to a point; thence North 02°22'35" West a distance of 99.98 feet to an existing iron pipe on a southern line of lands now or formerly owned by RXR Len Apex Owner LLC, as shown as New Tract 4 on Book of Maps 2024, page 630; thence with said common line, North 89°36'58" East a distance of 166.91 feet to the point and place of beginning, containing an area of 66,202 square feet or 1.52 acres.

PIN: 0740283126 (6300 King David Court)

Being all of the land now or formerly owned by RXR Len Apex Owner, LLC, as described in Deed Book 19737, page 1859 in the Wake County Register of Deeds; being more particularly described as:

Beginning at a point, being the northeast corner of lands now or formerly owned by Roger W. and Glenda K. Bushee, as described in Deed Book 4691, page 197, being also a corner of lands now or formerly owned by RXR Len Apex Owner, LLC, as described in Deed Book 19263, page 2335, the point of beginning; thence from the beginning, and with the common line of RXR Len Apex Owner, LLC, North 09°39'36" East a distance of 200.09 feet to a point; thence North 85°22'14" East a distance of 220.54 feet to a point; thence South 25°29'27" East a distance of 398.53 feet to a point; thence South 28°17'19" West a distance of 258.03 feet to an existing iron pipe; thence South 89°42'24" West a distance of 427.65 feet to an existing iron pipe; thence North 09°53'16" East a distance of 120.00 feet to an existing iron pipe, being a southern corner of lands now or formerly owned by Roger W. and Glenda K. Bushee, as described in Deed Book 4691, page 197; thence with said common line, South 80°06'44" East a distance of 60.00 feet to a point; thence North 09°39'36" East a distance of 270.00 feet to the point and place of beginning, containing an area of 217,807 square feet or 5.00 acres.

PIN: 0730977967; 0740081019; 0740082199; 0740082327; 0740070950

Being all of the lands now or formerly owned by RXR Len Apex Owner, LLC, as described in Deed Book 20025, page 1418, and Yifei Wang and wife, Hua Mei, as described in Deed Book 18896, page 1725 in the Wake County Register of Deeds; being more particularly described as: Beginning at an existing iron pipe, being a western corner of lands now or formerly owned by RXR Len Apex Owner, LLC, as described in Deed Book 19297, page 1692, the point of beginning; thence from the beginning and with said common line, South 02°19'40" West a distance of 199.14 feet to a point, being a northwest corner of lands now or formerly owned by RXR Len Apex Owner, LLC, as described in Deed Book 19263, page 2403; thence with said common line, South 02°19'40" West a distance of 64.13 feet to an existing iron pipe, being a northwest corner of lands now or formerly owned by RXR Len Apex Owner, LLC, as described in Deed Book 19263, page 2403; thence with said common line, South 02°13'53" West a distance of 189.40 feet to an existing iron pipe; thence South 02°17'48" West a distance of 67.39 feet to an existing iron pipe, being a northeast corner of lands now or formerly owned by RXR Len Apex Owner, LLC, as described in Deed Book 19263, page 2403; thence with said common line, South 65°19'45" West a distance of 538.99 feet to a point; thence South 01°27'55" West a distance of 148.65 feet to a point; thence South 77°54'05" West a distance of 389.22 feet to an existing iron pipe; thence North 00°01'19" West a distance of 967.73 feet to a point; thence North 89°58'41" East a distance of 616.26 feet to an existing rebar; thence North 89°58'41" East a distance of 133.87 feet to an existing iron pipe, being a southwest corner of lands now or formerly owned by RXR Len Apex Owner, LLC, as described in Deed Book 19297, page 1692; thence with said common line, North 87°19'22" East a distance of 145.34 feet to the point and place of beginning, containing an area of 668,038 square feet or 15.34 acres.

Zoning line that runs across the subject parcels taken from legal description signed and sealed by Joe H. Patterson, III, L-3717, and dated 9/23/25, as included on pages 40-42 in rezoning report #24CZ23. Document accessed by Google on October 23, 2025 at the following weblink:

https://mccmeetingspublic.blob.core.usgovcloudapi.net/apexnc-meet-03a58966ba85431aa8fe86ef0da28897/ITEM-Attachment-001-2d34773ae54546f69e3816c213718a14.pdf

Zoning line in said description was aligned and merged with boundary performed by the John R. McAdams Company.

PIN: 0740240814, 0740241461, 0740241030

Being a portion of the lands now or formerly owned by RXR Len Apex Owner, LLC, as described in Deed Book 19263, page 2403 in the Wake County Register of Deeds; being more particularly described as:

Beginning at an existing concrete monument at a northwest corner of the subject lands, being on the eastern right of way line of Old Holly Springs Apex Road, a variable width public right of way as shown on Book of Maps 2022, page 2, and the southern right of way line of the NC Highway 540 ramp, a variable width controlled access right of way as described in Deed Book 15539, page 1855, the point of beginning; thence from the beginning and with the southern right of way line of the NC Highway 540 ramp, North 48°17'55" East a distance of 64.35 feet to a point; thence North 48°17'55" East a distance of 3.48 feet to a point; thence South 76°02'09" East a distance of 316.69 feet to an existing concrete monument, passing through an existing concrete monument 312.72 feet before the end of the line; thence South 77°42'22" East a distance of 224.13 feet to an existing concrete monument; thence North 74°21'52" East a distance of 75.00 feet to a point; thence leaving the southern right of way line of the NC Highway 540 ramp and across the subject lands now or formerly owned by RXR Len Apex Owner, LLC, as described in Deed Book 19263, page 2403, South 17°16'29" East a distance of 276.68 feet to a point; thence South 49°13'21" East a distance of 207.69 feet to a point; thence South 08°25'14" East a distance of 269.34 feet to a point; thence South 24°55'35" East a distance of 469.85 feet to a point on the northern line of lands now or formerly owned by Wake County, as described in Deed Book 2272, page 678; thence with said common line, North 88°36'32" West a distance of 1161.37 feet to an existing iron pipe, being an eastern corner of lands now or

formerly owned by Wake County, as described in Deed Book 4803, page 67; thence with said common line, North 04°58'10" East a distance of 362.56 feet to a point; thence South 89°45'44" West a distance of 59.47 feet to a point on the eastern right of way line of Old Holly Springs Apex Road, a variable width public right of way as shown on Book of Maps 2022, page 2; thence with the eastern right of way line of Old Holly Springs Apex Road, North 13°15'47" East a distance of 53.04 feet to an existing concrete monument; thence with a curve to the left a radius of 1700.00 feet, an arc length of 338.32 feet, a chord bearing of North 07°33'43" East, a chord length of 337.77 feet to an existing concrete monument, passing through an existing concrete monument 305.65 feet before the end of the line; thence with a curve to the left a radius of 1900.00 feet, an arc length of 76.93 feet, a chord bearing of North 01°06'08" West, a chord length of 76.92 feet to an existing concrete monument; thence with a curve to the left a radius of 1900.00 feet, an arc length of 63.33 feet, a chord bearing of North 01°01'01" West, a chord length of 63.33 feet to an existing concrete monument; thence with a curve to the left a radius of 1900.00 feet, an arc length of 31.67 feet, a chord bearing of North 02°26'58" West, a chord length of 31.67 feet to an existing concrete monument; thence North 02°54'23" East a distance of 203.97 feet to the point and place of beginning, containing an area of 1,000,850 square feet or 22.98 acres.

PIN: 0740558687 “0” Technology Drive

Beginning at an existing Rebar having an NC Grid NAD 83 Coordinate of N: 706447.20 E: 2046758.62. Thence South 01°08'38" East a distance of 80.10 feet to a point; thence North 88°51'22" East a distance of 155.80 feet to a point; thence South 02°16'41" West a distance of 461.59 feet to a point along the Northern Right of Way of NC Highway 540; thence along Right of way South 61°27'09" West a distance of 26.84 feet to a point; thence South 59°58'25" West a distance of 237.08 feet to a point; thence North 28°22'04" West a distance of 10.00 feet to a point; thence with a curve turning to the right with an arc length of 786.41 feet, with a radius of 1650.00 feet, with a chord bearing of South 75°17'10" West, with a chord length of 778.99 feet to a point; thence North 88°45'04" West a distance of 203.97 feet to a point; thence North 87°37'46" West a distance of 718.10 feet to a point; thence North 87°36'50" West a distance of 643.60 feet to a point; thence North 87°37'20" West a distance of 356.63 feet to a point; thence leaving said Right of way North 19°26'04" East a distance of 147.77 feet to a point; thence North 11°48'54" West a distance of 104.71 feet to a point; thence North 30°01'31" East a distance of 156.29 feet to a point; thence North 23°38'07" West a distance of 210.79 feet to a point; thence North 03°52'45" East a distance of 158.77 feet to a point; thence North 88°51'48" East a distance of 28.47 feet to an Iron Pipe; thence North 88°51'48" East a distance of 1457.31 feet to a point; thence North 88°51'48" East a distance of 1251.38 feet to the Point of Beginning,

Having an area of 2202540 square feet, 50.56 acres

Tract PIN: 0740-07-8021 (REID: 0407983)

Being a portion of the land now or formerly owned by RXR Len Apex Owner, LLC, as described in Deed Book 19263, page 2403 in the Wake County Register of Deeds; being more particularly described as: Beginning at an existing concrete monument at the northeast corner of the subject parcel, being on the western right of way line of Veridea Parkway, a variable width controlled access and public right of way as described in Deed Book 15539, page 1885, the point of beginning; thence from the beginning and with the western right of way line of Veridea Parkway, with a curve to the right a radius of 1933.03 feet, an arc length of 173.41 feet, a chord bearing of South 14°22'33" West, a chord length of 173.35 feet to a point; thence South 16°56'46" West a distance of 296.14 feet to a point; thence South 36°46'38" West a distance of 128.94 feet to a point; thence South 21°28'31" West a distance of 304.38 feet to a point; thence South 20°42'10" West a distance of 61.19 feet to a point; thence with a curve to the left a radius of 6150.50 feet, an arc length of 428.45 feet, a chord bearing of South 18°25'23" West, a chord length of 428.36 feet to an existing concrete monument; thence with a curve to the left a radius of 6150.50 feet, an arc length of 203.98 feet, a chord bearing of South 15°28'40" West, a chord length of 203.97 feet to an existing concrete monument; thence with a curve to the left a radius of 6150.50 feet, an arc length of 244.84 feet, a chord bearing of South 13°23'14" West, a chord length of 244.82 feet to an existing concrete monument on the northern right of way line of N.C. Highway 540, a variable width controlled access right of way, as described in Deed Book 15539, page 1837; thence with the northern right of way line of N.C. Highway 540, South 82°34'50" West a distance of 63.94 feet to an existing concrete monument; thence with a curve to the right a radius of 4035.00 feet, an arc length of 584.49 feet, a chord bearing of North 63°59'55" West, a chord length of 583.98 feet to a point, being the southeast corner of lands now or formerly owned by RXR Len Apex Owner, LLC, as described in Deed Book 19263, page 2403; thence leaving the northern right of way line of N.C. Highway 540 and with said common line, North 02°26'42" East a distance of 1505.96 feet to an existing iron pipe, being the southwest corner of lands now or formerly owned by RXR Len Apex Owner, LLC, as described in Deed Book 19263, page 2403; thence with said common line, South 89°09'45" East a distance of 1110.26 feet to the point and place of beginning, containing an area of 1,405,383 square feet or 32.26 acres.

Tract PIN: 0740-16-7653 (REID: 0407980)

Being a portion of the land now or formerly owned by RXR Len Apex Owner, LLC, as described in Deed Book 19263, page 2403 in the Wake County Register of Deeds; being more particularly described as: Beginning at an existing rebar with cap at the southeast corner of the subject parcel, being on the northern right of way line of the N.C. Highway 540 Ramp, a variable width controlled access right of way, as described in Deed Book 15539, page 1855, the point of beginning; thence from the beginning and with the northern right of way line of the N.C. Highway 540 Ramp, North 65°24'12" West a distance of 112.48 feet to an existing concrete monument; thence with a curve to the right a radius of 865.00 feet, an arc length of 261.30 feet, a chord bearing of North 54°43'51" West, a chord length of 260.31 feet to an existing concrete monument; thence North 42°11'22" West a distance of 182.87 feet to an existing concrete monument; thence North 40° 19'02" West a distance of 35.61 feet to a point; thence North 44°05'45" West a distance of 184.73 feet to an existing concrete monument; thence with a curve to the left a radius of 534.00 feet, an arc length of 249.50 feet, a chord bearing of North 64°32'31" West, a chord length of 247.24 feet to an existing concrete monument; thence North 77°55'37" West a distance of 220.93 feet to an existing concrete monument; thence North 25° 05'55" West a distance of 60.93 feet to an existing concrete monument on the eastern right of way line of Veridea Parkway, a variable width controlled access and public right of way, as described in Deed Book 15539, page 1885; thence with the eastern right of way line of Veridea Parkway, with a curve to the right a radius of 5930.50 feet, an arc length of 363.87 feet, a chord bearing of North 18°48'19" East, a chord length of 363.81 feet to a point; thence North 20°49'17" East a distance of 59.37 feet to a point; thence North 17°36'52" East a distance of 299.95 feet to a point; thence North 07°20'42" East a distance of 127.17 feet to a point; thence North 16°56'54" East a distance of 296.14 feet to a point; thence with a curve to the left a radius of 2067.50 feet, an arc length of 227.29 feet, a chord bearing of North 13°47'56" East, a chord length of 227.18 feet to a point, being a southwest corner of lands now or formerly owned by RXR Len Apex Owner, LLC, as described in Deed Book 19263, page 2335; thence leaving the eastern right of way line of Veridea Parkway and with said common line, North 84°14'41" East a distance of 440.42 feet to a point, being the northwest corner of lands now or formerly owned by RXR Len Apex Owner, LLC, as described in Deed Book 19263, page 2335; thence with said common line, South 01°55'47" East a distance of 1400.56 feet to a point; thence North 87°37'02" East a distance of 180.32 feet to a point; thence South 00°14'49" East a distance of 667.80 feet to the point and place of beginning, containing an area of 1,187,508 square feet or 27.26 acres.

PIN: 0730865572, 0730852539, 0740052449

BEING A PORTION OF THE LANDS NOW OR FORMERLY OWNED BY RXR LEN APEX OWNER, LLC, AS DESCRIBED IN DEED BOOK 19263, PAGE 2403, IN THE WAKE COUNTY REGISTER OF DEEDS; BEING MORE PARTICULARLY DESCRIBED AS: BEGINNING AT A CONCRETE MONUMENT ON THE WESTERN RIGHT OF WAY OF VERIDEA PARKWAY, SAID MONUMENT BEING ON THE NORTHERN LINE OF THE TRACT SHOWN ON BOOK OF MAPS 1986, PAGE 1865, THE POINT OF BEGINNING; THENCE NORTH 71°59'15" WEST A DISTANCE OF 337.68 FEET TO AN IRON PIPE; THENCE NORTH 86°29'50" WEST A DISTANCE OF 829.07 FEET TO AN IRON PIPE, THE NORTHEAST CORNER OF TRACT 3 AS SHOWN ON BOOK OF MAPS 2022, PAGE 3; THENCE WITH SAID COMMON LINE SOUTH 87°43'51" WEST A DISTANCE OF 2,965.86 FEET TO AN IRON PIPE ON THE EASTERN LINE OF TRACT F, AS SHOWN ON BOOK OF MAPS 1974, PAGE 228; THENCE WITH SAID COMMON LINE NORTH 00°24'36" EAST A DISTANCE OF 1,161.04 FEET TO A POINT ON THE SOUTHERN LINE OF TRACT B, AS SHOWN ON BOOK OF MAPS 1979, PAGE 686; THENCE WITH SAID COMMON LINE SOUTH 78°13'36" EAST A DISTANCE OF 73.65 FEET TO A POINT; THENCE SOUTH 70°13'09" EAST A DISTANCE OF 113.59 FEET TO A POINT; THENCE SOUTH 71°57'54" EAST A DISTANCE OF 121.73 FEET TO A POINT; THENCE SOUTH 70°58'13" EAST A DISTANCE OF 114.09 FEET TO A POINT; THENCE SOUTH 72°14'11" EAST A DISTANCE OF 343.92 FEET TO A POINT; THENCE SOUTH 74°17'38" EAST A DISTANCE OF 315.81 FEET TO A POINT; THENCE SOUTH 65°13'58" EAST A DISTANCE OF 138.23 FEET TO A POINT; THENCE SOUTH 65°10'08" EAST A DISTANCE OF 10.00 FEET TO A POINT IN BIG BRANCH; THENCE WITH SAID BRANCH NORTH 19°49'58" EAST A DISTANCE OF 52.46 FEET TO A POINT; THENCE NORTH 27°34'56" EAST A DISTANCE OF 25.74 FEET TO A POINT; THENCE NORTH 62°53'48" EAST A DISTANCE OF 26.76 FEET TO A POINT; THENCE NORTH 29°01'04" WEST A DISTANCE OF 21.84 FEET TO A POINT; THENCE NORTH 05°59'14" WEST A DISTANCE OF 34.25 FEET TO A POINT; THENCE NORTH 49°53'01" EAST A DISTANCE OF 15.65 FEET TO A POINT; THENCE NORTH 35°50'22" EAST A DISTANCE OF 26.00 FEET TO A POINT; THENCE NORTH 57°56'55" WEST A DISTANCE OF 27.74 FEET TO A POINT; THENCE SOUTH 77°56'49" WEST A DISTANCE OF 70.86 FEET TO A POINT; THENCE NORTH 69°25'39" WEST A DISTANCE OF 55.42 FEET TO A POINT; THENCE NORTH 16°13'12" WEST A DISTANCE OF 54.07 FEET TO A POINT; THENCE NORTH 47°24'29" EAST A DISTANCE OF 30.81 FEET TO A POINT; THENCE SOUTH 76°52'37" EAST A DISTANCE OF 46.52 FEET TO A POINT; THENCE NORTH 23°54'47" EAST A DISTANCE OF 15.13 FEET TO A POINT; THENCE NORTH 10°53'04" EAST A DISTANCE OF 79.33 FEET TO A POINT; THENCE NORTH 70°48'08" WEST A DISTANCE OF 21.80 FEET TO A POINT; THENCE NORTH 13°57'57" WEST A DISTANCE OF 44.13 FEET TO A POINT; THENCE NORTH 54°45'55" WEST A DISTANCE OF 48.38 FEET TO A POINT; THENCE SOUTH 57°21'14" WEST A DISTANCE OF 58.90 FEET TO A POINT; THENCE SOUTH 44°33'39" WEST A DISTANCE OF 46.68 FEET TO A POINT; THENCE NORTH 46°24'21" WEST A DISTANCE OF 39.79 FEET TO A POINT; THENCE NORTH 72°29'35" WEST A DISTANCE OF 36.60 FEET TO A POINT; THENCE SOUTH 47°15'35" WEST A DISTANCE OF 18.92 FEET TO A POINT; THENCE NORTH 74°35'59" WEST A DISTANCE OF 21.22 FEET TO A POINT; THENCE NORTH 28°54'22" WEST A DISTANCE OF 20.74 FEET TO A POINT; THENCE NORTH 42°54'07" WEST A

DISTANCE OF 46.75 FEET TO A POINT; THENCE NORTH 06°55'02" EAST A DISTANCE OF 26.65 FEET TO A POINT; THENCE NORTH 88°27'17" EAST A DISTANCE OF 37.67 FEET TO A POINT; THENCE NORTH 27°00'55" EAST A DISTANCE OF 19.39 FEET TO A POINT; THENCE NORTH 01°16'06" EAST A DISTANCE OF 31.60 FEET TO A POINT; THENCE NORTH 45°55'37" EAST A DISTANCE OF 50.02 FEET TO A POINT; THENCE NORTH 01°23'54" EAST A DISTANCE OF 14.01 FEET TO A POINT; THENCE NORTH 65°17'04" WEST A DISTANCE OF 42.02 FEET TO A POINT; THENCE NORTH 01°21'12" EAST A DISTANCE OF 32.19 FEET TO A POINT; THENCE NORTH 46°19'10" WEST A DISTANCE OF 51.21 FEET TO A POINT; THENCE NORTH 06°48'02" EAST A DISTANCE OF 35.97 FEET TO A POINT; THENCE NORTH 69°34'03" EAST A DISTANCE OF 41.13 FEET TO A POINT; THENCE NORTH 39°27'36" EAST A DISTANCE OF 39.13 FEET TO A POINT; THENCE NORTH 15°04'34" WEST A DISTANCE OF 20.63 FEET TO A POINT; THENCE NORTH 51°45'25" WEST A DISTANCE OF 25.88 FEET TO A POINT; THENCE NORTH 30°03'26" EAST A DISTANCE OF 27.95 FEET TO A POINT; THENCE SOUTH 60°17'18" EAST A DISTANCE OF 30.79 FEET TO A POINT; THENCE SOUTH 36°34'38" EAST A DISTANCE OF 34.28 FEET TO A POINT; THENCE SOUTH 78°45'43" EAST A DISTANCE OF 52.43 FEET TO A POINT; THENCE NORTH 41°36'19" EAST A DISTANCE OF 15.36 FEET TO A POINT; THENCE NORTH 04°43'43" EAST A DISTANCE OF 44.44 FEET TO A POINT; THENCE NORTH 30°37'30" EAST A DISTANCE OF 51.77 FEET TO A POINT; THENCE NORTH 05°00'41" EAST A DISTANCE OF 35.48 FEET TO A POINT; THENCE SOUTH 62°04'45" WEST A DISTANCE OF 33.82 FEET TO A POINT; THENCE NORTH 44°58'03" WEST A DISTANCE OF 39.84 FEET TO A POINT; THENCE NORTH 44°37'02" EAST A DISTANCE OF 21.58 FEET TO A POINT; THENCE NORTH 53°05'19" EAST A DISTANCE OF 60.88 FEET TO A POINT; THENCE NORTH 61°15'57" WEST A DISTANCE OF 39.17 FEET TO A POINT; THENCE NORTH 50°49'25" WEST A DISTANCE OF 23.78 FEET TO A POINT; THENCE NORTH 10°03'59" WEST A DISTANCE OF 28.54 FEET TO A POINT; THENCE NORTH 38°48'29" EAST A DISTANCE OF 55.95 FEET TO A POINT; THENCE NORTH 43°08'07" WEST A DISTANCE OF 60.59 FEET TO A POINT; THENCE NORTH 42°28'11" EAST A DISTANCE OF 31.74 FEET TO A POINT; THENCE NORTH 70°54'18" WEST A DISTANCE OF 69.18 FEET TO A POINT; THENCE NORTH 86°35'18" WEST A DISTANCE OF 111.94 FEET TO A POINT; THENCE NORTH 47°58'54" WEST A DISTANCE OF 68.58 FEET TO A POINT; THENCE NORTH 30°52'49" EAST A DISTANCE OF 32.56 FEET TO A POINT; THENCE NORTH 21°24'56" WEST A DISTANCE OF 54.07 FEET TO A POINT; THENCE NORTH 55°25'47" EAST A DISTANCE OF 39.27 FEET TO A POINT; THENCE NORTH 03°25'23" WEST A DISTANCE OF 46.46 FEET TO A POINT; THENCE NORTH 31°42'04" EAST A DISTANCE OF 54.96 FEET TO A POINT; THENCE NORTH 18°30'38" EAST A DISTANCE OF 44.10 FEET TO A POINT; THENCE NORTH 01°10'29" WEST A DISTANCE OF 65.77 FEET TO A POINT; THENCE NORTH 22°17'56" WEST A DISTANCE OF 29.93 FEET TO A POINT; THENCE NORTH 19°15'09" EAST A DISTANCE OF 2.52 FEET TO A POINT ON THE SOUTH LINE OF ROBERT BEREMAN; THENCE WITH SAID COMMON LINE NORTH 87°19'40" EAST A DISTANCE OF 837.86 FEET TO A POINT ON THE SOUTHERN RIGHT OF WAY OF NORTH CAROLINA HIGHWAY 540; THENCE WITH SAID RIGHT OF WAY SOUTH 48°51'19" EAST A DISTANCE OF 616.60 FEET TO A REBAR WITH CAP; THENCE NORTH 44°43'56" EAST A DISTANCE OF 25.00 FEET TO A REBAR WITH CAP; THENCE SOUTH 50°09'33" EAST A DISTANCE OF 205.32 FEET TO A REBAR WITH CAP;

THENCE SOUTH 39°54'37" EAST A DISTANCE OF 212.61 FEET TO A REBAR WITH CAP; THENCE A CURVE TO THE LEFT A RADIUS OF 4,375.00 FEET, AN ARC LENGTH OF 311.61 FEET, A CHORD BEARING OF SOUTH 45°34'54" EAST, A CHORD LENGTH OF 311.54 FEET TO A REBAR WITH CAP; THENCE A CURVE TO THE LEFT, A RADIUS OF 4,375.00 FEET, AN ARC LENGTH OF 1,106.45 FEET, A CHORD BEARING OF SOUTH 54°52'03" EAST, A CHORD LENGTH OF 1,103.50 FEET TO A POINT; THENCE A CURVE TO THE LEFT, A RADIUS OF 4,375.00 FEET, AN ARC LENGTH OF 456.34 FEET, A CHORD BEARING OF SOUTH 65°10'37" EAST, A CHORD LENGTH OF 456.13 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 49°00'55" EAST A DISTANCE OF 133.17 FEET TO A POINT ON THE WESTERN RIGHT OF WAY OF VERIDEA PARKWAY; THENCE WITH SAID RIGHT OF WAY, A CURVE TO THE LEFT, A RADIUS OF 1,680.00 FEET, AN ARC LENGTH OF 355.38 FEET, A CHORD BEARING OF SOUTH 05°50'57" WEST, A CHORD LENGTH OF 354.72 FEET TO A POINT; THENCE WITH A CURVE TO THE LEFT A RADIUS OF 1,680.00 FEET, AN ARC LENGTH OF 205.93 FEET, A CHORD BEARING OF SOUTH 03°43'21" EAST, A CHORD LENGTH OF 205.80 FEET TO THE POINT OF BEGINNING; CONTAINING 5,629,803 SQUARE FEET OR 129.24 ACRES.

PIN: 0741117192

Being all of the land now or formerly owned by RXR Len Apex Owner, LLC, as described as “PIN: 0741-11-7192 (Tract 1)” in Deed Book 19947, page 487 in the Wake County Register of Deeds; being more particularly described as: Beginning at an existing concrete monument on the eastern right of way line of Veridea Parkway, a 60 foot public right of way as shown on Book of Maps 2003, page 1756, being also a corner on the northern right of way line of U.S. Highway 1, a variable width controlled access right of way as shown on Book of Maps 2010, page 282, the point of beginning; thence from the beginning and with the eastern right of way line of Veridea Parkway, North 35°53'59" West a distance of 81.82 feet to an existing iron pipe, being a southern corner of lands now or formerly owned by Greater Raleigh Area Christian Education, Inc., as shown on Book of Maps 2015, page 14; thence leaving the eastern right of way line of Veridea Parkway and with said common line, North 00°44'04" East a distance of 32.54 feet to an existing iron pipe; thence South 89°07'32" East a distance of 204.62 feet to an existing iron pipe on the northern right of way line of U.S. Highway 1; thence with the northern right of way line of U.S. Highway 1, South 58°38'37" West a distance of 183.90 feet to the point and place of beginning, containing an area of 10,829 square feet or 0.25 acres.

December 3, 2025

Town of Apex
Planning Department
322 N. Mason Street
Apex, NC 27502

RE: Veridea Sustainable Development Plan Amendment for parcels south of US 1, east of I-540, and west and east of Veridea Parkway

To Whom It May Concern,

This letter is to inform you of a proposed amendment to the Veridea Sustainable Development Plan Conditional Zoning (SD-CZ) to (i) facilitate the development of the North Carolina Children's Hospital and campus, and (ii) revise certain conditions for the remainder of Veridea.

The Veridea Sustainable Development Plan was approved by the Town of Apex on May 9, 2011 (Rezoning #09CZ07).

In the summer of 2025, North Carolina Children's announced their intention to develop a new, state-of-the-art children's hospital within Veridea, bringing North Carolina's first freestanding children's hospital to the Triangle. The North Carolina Children's health care campus and its supporting uses (including but not limited to medical, research, academic, administrative, transport, patient and family respite and accommodations) have a specific set of needs for automobile and pedestrian circulation, massing, scale, and materials. These unique considerations require the enclosed technical exemptions to the SD-CZ Plan (Exhibit A).

Exhibit A proposes exemptions from technical standards found within the SD-CZ Plan. The exemptions would apply to the Hospital Site and surrounding supporting uses which will make up the campus. The exemptions that apply to the health care campus and surrounding supporting uses (including but not limited to medical, research, academic, administrative, transport, patient and family respite and accommodations, central utility plant, and adequate parking facilities) which will make up the campus are found in Part 1 of Exhibit A. These uses and parcels are approximately equivalent to +/- 193 acres of the Urban Core (UC) sustainable zone and +/- 29 acres of the Village Center (VC) sustainable zone within the Veridea development. Exemptions for the overall SD-CZ Zoned area are contained within Part 2 of Exhibit A.

Exemptions or modifications requested herein for the hospital campus relate to standards for glazing, lot width, block perimeter, build-to/maximum setbacks, rear loading, and location of parking and entrances. Exemptions or modifications requested herein for the remainder of Veridea relate to recreation land dedication, land reservation for future rail, and development thresholds. Where exemptions from text are requested, the full text is provided. Where exemptions from a table are requested, the full table is included as an attachment.

Where an exemption is granted from the SD-CZ plan, the development will default to the current UDO standards effective at the date of approval of this amendment.

A corresponding SD-CZ rezoning application has been filed in the Town's development portal.

Sincerely,

Veridea Development Team

Veridea SD Plan Amendment

Proposed Rezoning Changes

December 3, 2025

PART 1 North Carolina Children's (NCC) Campus Property

The Sustainable Development Plan south of US 1, east of I-540, and west of Veridea Parkway (PINs 0740191376, 0730996270, 0730977087, 0730977967, 0740081019, 0740070950, 0740082327, 0740082199, 0740078021, 0740180091, 0740180331, 0731902142 (portion of)) and a portion of the Sustainable Development Plan south of US 1 and east of Veridea Parkway (PINs 0741207566, 0741203157, 0740293940) (collectively, the "NCC Campus Property") will retain all of the conditions from rezoning #09CZ07 except:

Section 3.3.3 Written Statement from Responsible Person Required; Noncompliance

Modification to Section 3.3.3

Any site plan or Subdivision Plan submitted to the Town for approval for a project to be undertaken by a party other than the Responsible Person must be accompanied by a written statement from the Responsible Person indicating its approval of the Project. Such written statement shall also state the authorized development allocated to the Project (i.e., number of dwelling units and/or square feet of non-residential Retail, Office and/or Industrial Uses) as well as the development fee credits, if any, other credits, and/or liabilities and responsibilities assigned to or assumed by the Project. Provided however, any site plan or Subdivision Plan submitted to the Town for approval for a project to be undertaken on the NCC Campus Property shall not be required to be accompanied by a written statement from the Responsible Person indicating its approval of the Project. Such site plans or Subdivision Plans shall be subject to the terms of the SD Plan, as amended, and the Unified Development Ordinance where not inconsistent with the SD Plan.

Any event of non-compliance with any requirement of this SD Plan or the UDO that relates solely to a Project or Projects within Veridea shall not be attributed to Veridea as a whole, but rather shall be attributed only to that Project or Projects, such that any enforcement action taken by the Town shall be limited to the Project or Projects at issue.

In addition to any other remedy that may be available to the Town, if a violation of this SD Plan, Town Standards, Sustainability Standards applicable to Veridea or the UDO remains in existence with respect to a Project or Projects or a distinct area within Veridea after the Town complies with the procedures of UDO 11.5, the Town may withhold the issuing, approving or granting of grading permits, building permits, certificates of compliance or occupancy, site plans, subdivision plans or plats and other permits or approvals for the Project or Projects or distinct area in issue until the non-compliance is corrected and cured.

In addition to any other remedy that may be available to the Town, if a violation of this SD Plan, Town Standards, Sustainability Standards applicable to Veridea or the UDO which applies to Veridea as a whole remains in existence after the Town complies with the procedures of UDO 11.5, the Town may withhold the issuing, approving or granting of grading permits, site plans and subdivision plans or plats throughout Veridea until the non-compliance is corrected and cured.

Section 3.7: Energy Standards

Exemption from the energy efficiency goal of Section 3.7.2.v.

v. The improvement of energy performance by 20% compared to baseline building performance ratings per ASHRAE/ IESNA Standard 90.1-2004.

Section 4: Community Design Standards

Exemption from 4.2.3.a. (i. – ii.)

a. Buildings and frontages along the A-Grids shall reflect multi-modal and pedestrian standards of the SD Plan supporting pedestrian activity.
   Thoroughfares within an A-Grid Zone may be developed according to B-Grid standards subject to the following special and limiting conditions:
   i. Transition conditions within A-Grid Zones to adjacent B- Grid Zones; and
   ii. Small internal Thoroughfares of limited length to respond to a specific condition of the site or a use. Notwithstanding these special and limiting conditions, no more than 15% of the aggregate length of Thoroughfares within an A-Grid Zone may be designated as a B-Grid and follow B-Grid standards. Location and other specifics of such B-Grid Thoroughfares shall be addressed within site plans.

Exemption from 4.2.3.b (i. – iii.)

b. Buildings and frontages along the B-Grids may reflect automobile- oriented standards. B-Grids may be developed in whole or in part to A-Grid standards. It is the goal that B-Grid zones eventually become redeveloped as A-Grids. Therefore, site plans for B-Grids shall reflect in their planning and site engineering this goal by:
   i. Establishing a B-Grid Thoroughfare grid and therefore a block layout that can be redeveloped into smaller blocks exhibiting the characteristics of an A-Grid;
   ii. Establishing the B-Grid Thoroughfares in such a manner that they can be redeveloped into A-Grid Thoroughfares and frontages; and
   iii. Locating utilities and site features so that they will not prohibit the establishment of an A-Grid development pattern, and do so without significant redesign or cost impacts. Site plans for B- Grid zones shall depict both the B-Grid configuration, and conceptually reflect how the B-Grid configuration may be redeveloped into an A-Grid.

Exemption from 4.3.5 – 4.3.7

4.3.5 Village Center – A-Grid (VC A-Grid) consists of higher Density Mixed Use buildings that accommodate retail, Office, rowhouses and apartments. It has a tight network of Thoroughfares, with wide sidewalks, steady street tree planting and buildings set close to the sidewalks.

4.3.6 Village Center – B-Grid (VC B-Grid) consists of larger block sizes, and larger format uses supporting regional users. It has a coarse network of Thoroughfares, with sidewalks and steady street tree planting.

4.3.7 Urban Core – A-Grid (UC A-Grid) consists of the highest Density and height, with the greatest variety of uses, and civic buildings of regional importance. It may have larger blocks; Thoroughfares have steady street tree planting and buildings are set close to wide sidewalks.

4.3.8 Urban Core – B-Grid (UC B-Grid) consists of the highest Density and height, with predominantly Office, lab, and research uses. It may have larger blocks; streets have steady street tree planting and buildings may be set back from the sidewalks.

Exemption from 4.5.1.e. & h.

e. The Thoroughfare network shall be designed to define Blocks not exceeding the size indicated in Table 14. The perimeter shall be measured as the sum of Lot Frontage Lines.
h. Each Lot shall be bounded by a vehicular Thoroughfare, except that 20% of the Lots within each Sustainable Zone may be bounded by a Passage, so long as the Thoroughfare assembly behind such Lots is constructed to Rear Alley standards, will meet emergency vehicle access requirements and is public.

Note: If subdivided, lot dimensions and minimum public frontage standards will default to UDO standards.

Exemption from 4.5.3.a. (i. -iii.)

a. General to all zones OS, NG, NM, VC, UC
    i. The Public Frontage contributes to the character of the Sustainable Zone, and includes the requisite types of Sidewalk, Curb, Planter, bicycle parking, and street trees.
    ii. Public Frontages shall be designed as shown in Table 4A and Table 4B and allocated within Sustainable Zones as specified in Table 14d.
    iii. Within the Public Frontages, the types of Public Planting and Public Lighting shall be as shown in Table 4A, Table 4B, Table 5 and Table 6.

Note: Public frontage standards will default to the Town of Apex UDO Section 7.5.

Section 5: Building Standards

Exemption from 5.4.1.a. – g.

a. Newly platted Lots shall be dimensioned according to Table 14f and Table 15.
b. Building Disposition shall be as shown in Table 9 and Table 14i.
c. Buildings shall be disposed in relation to the boundaries of their Lots according to Table 14g, Table 14h, and Table 15.
d. One Principal Building at the Frontage and one Outbuilding to the rear of the Principal Building may be built on each Lot as shown in Table 17c.
e. Lot coverage by buildings shall not exceed that specified in Table 14f and Table 15.
f. Facades shall be built parallel to a rectilinear Principal Frontage Line or to the tangent of a curved Principal Frontage Line, and along a minimum percentage of the Frontage width at the Setback, as specified as Frontage Buildout on Table 14g and Table 15.
g. Setbacks for Principal Buildings shall be as shown in Table 14g and Table 15.

Exemption from 5.4.2.a

a. The Principal Entrance shall be on a Frontage Line.

Exemption from 5.5.1 (a., b., d., g.)

a. The Private Frontage of buildings shall conform to and be allocated in accordance with Table 7 and Table 14j.
b. Buildings on corner Lots shall have two Private Frontages as shown in Table 17. Prescriptions for the second and third Layers pertain only to the Principal Frontage. Prescriptions for the first Layer pertain to both Frontages.
d. Building stories, Stepbacks, and Expression Lines shall conform to Table 8 and Table 14j.
g. Prescriptions for the parking Layers pertain only to the Principal Frontage. Prescriptions for the first Layer pertain to both Frontages of a corner Lot.

Modification to 5.5.1. c.

c. All Facades shall be glazed with clear glass no less than 30% of the first Story, however glazing shall be no less than 50% <u>of the first Story</u> in the VC Zone A-Grid and UC Zone A-Grid areas. <u>Within the NCC Campus Property, this requirement shall only apply to buildings within 200 feet of the Veridea Parkway right-of-way with the exception of any inpatient, outpatient, or supporting medical use.</u>

Exemption from 5.5.5.e.

e. In the absence of a building Facade along any part of a Frontage Line, a Streetscreen may be built co-planar with the Facade or adjacent Facades.

Exemption from 5.8.1 (a. - c.)

a. Parking shall be accessed by Rear Alleys or Rear Lanes, when available.

b. Open parking areas and Parking Structures shall be masked from the Frontage by a Building or Streetscreen.
c. For buildings on B-Grids, open parking areas and Parking Structures are allowed unmasked on the Frontage in the front Layer, except for corner Lots at intersections with the A-Grid.

Exemption from 5.8.4 (a. & c.)

a. All parking lots, garages, and Parking Structures shall be located at the second or third Layer except along B-Grids where parking may be located in the first layer. (Table 17d)
c. Parking Structures on the A-Grid shall have Liner Buildings lining the first and second Stories.

Modification to 5.8.4.b:

1. Vehicular entrances to parking lots, garages, and Parking Structures shall ~~be no wider than 24 feet at the Frontage for A-Grid Thoroughfares. Driveways at Frontages for B-Grid Thoroughfares shall be no wider than necessary to accommodate the straight and turn lanes in the first Layer. (Table 3B.f)~~ meet the requirements found in the *Town of Apex Standard Specifications and Standard Details or be designed to accommodate the use subject to TRC approval*.

Section 6: Tables

Note: Exempted tables are included as attachments to this letter, labeled as described below.

Table 1 – Sustainable Zone Descriptions

The NCC Campus Property shall be exempt from Table 1.

Tables 3B – Vehicular Lane and Parking Assemblies

The NCC Campus Property shall be exempt from Table 3B c., d., and e. streetside parking requirements.

Tables 4A & 4B – Public Frontages

The NCC Campus Property shall be exempt from Tables 4A & 4B.

Tables 4C – Thoroughfare Assemblies

The NCC Campus Property shall be exempt from Tables 4C.

Tables 4D – Thoroughfare Cross Sections

The NCC Campus Property shall be exempt from Tables 4D.

Table 6 – Public Planting

The NCC Campus Property shall be exempt from Table 6.

Table 7 – Private Frontages

The NCC Campus Property shall be exempt from Table 7.

Table 8 – Building Configuration

The NCC Campus Property shall be exempt from Table 8.

Table 9 – Building Disposition

The NCC Campus Property shall be exempt from Table 9.

Table 13 – Civic Space

The NCC Campus Property shall be exempt from Table 13.

Table 14 – Form-Based Code Summary

The NCC Campus Property shall be exempt from the struck through standards of Table 14 as shown below relating to block perimeter, rear-loading, lot width, and building disposition for the VC and UC sustainable zones. Other applicable standards shall be amended as indicated with the callout black boxes below.

c. Block Size

c. BLOCK SIZE	OS OPEN SPACE ZONE	NG NEIGHBORHOOD GENERAL ZONE	NM NEIGHBORHOOD MIXED-USE ZONE	VC VILLAGE CENTER ZONE	UC URBAN CORE ZONE
Block Perimeter: A-Grids	no maximum	3000 ft. max	2400 ft. max	~~2000 ft. max *~~	~~2000 ft. max *~~
Block Perimeter: B-Grids	not applicable	not applicable	not applicable	~~* 3500 ft max with parking structures~~	

d. Thoroughfare

d. THOROUGHFARES (see Table 3 and Table 4)	OS OPEN SPACE ZONE	NG NEIGHBORHOOD GENERAL ZONE	NM NEIGHBORHOOD MIXED-USE ZONE	VC VILLAGE CENTER ZONE	UC URBAN CORE ZONE
Highway (HW)	permitted	permitted	not permitted	not permitted	not permitted
Boulevard (BV)	not permitted	not permitted	not permitted	permitted	permitted
Avenue (AV)	not permitted	permitted	permitted	permitted	permitted
Commercial Street (CS)	not permitted	not permitted	not permitted	permitted	permitted
Drive (DR)	not permitted	permitted	permitted	permitted	permitted
Street (ST)	permitted	permitted	permitted	permitted	not permitted
Road (RD)	permitted	permitted	not permitted	not permitted	not permitted
Rear Lane (RL)	permitted	permitted	permitted	not permitted	not permitted
Rear Alley (RA)	not permitted	permitted	required	~~required~~	~~required~~
Path (PT)	permitted	permitted	permitted	not permitted	not permitted
Passage (PS)	not permitted	permitted	permitted	permitted	permitted
Bicycle Trail (BT)	permitted	permitted	not permitted *	~~not permitted *~~	~~not permitted *~~
Bicycle Lane (BL)	permitted	permitted	permitted	permitted	permitted
Bicycle Route (BR)	permitted	permitted	permitted	permitted	permitted

Amend to "permitted"

Amend to "permitted"

f. Lot Occupation

f. LOT OCCUPATION	OS OPEN SPACE ZONE	NG NEIGHBORHOOD GENERAL ZONE	NM NEIGHBORHOOD MIXED-USE ZONE	VC VILLAGE CENTER ZONE	UC URBAN CORE ZONE
Lot Width: A-Grids	variable	25 ft. min 120 ft. max	18 ft. min 400 ft. max	~~18 ft. min 600 ft. max~~	~~18 ft. min 700 ft. max~~
Lot Width: B-Grids	not applicable	not applicable	not applicable	no max	no max

Amend to "no max"

i. Setbacks – Outbuilding

h. SETBACKS - OUTBUILDING (see Table 15)	OS OPEN SPACE ZONE	NG NEIGHBORHOOD GENERAL ZONE	NM NEIGHBORHOOD MIXED-USE ZONE	VC VILLAGE CENTER ZONE	UC URBAN CORE ZONE
(h.1) Front Setback	not applicable	20 ft. min +bldg setback	20 ft. min +bldg setback	~~40 ft. max from real prop~~	not applicable
(h.2) Side Setback	not applicable	0 ft. or 3 ft. min	0 ft. or 3 ft. min	0 ft. min	not applicable
(h.3) Rear Setback	not applicable	3 ft. min	3 ft. min	~~3 ft. min~~	not applicable

Amend to "not applicable"

j. Building Disposition

i. BUILDING DISPOSITION (see Table 9)	OS OPEN SPACE ZONE	NG NEIGHBORHOOD GENERAL ZONE	NM NEIGHBORHOOD MIXED-USE ZONE	VC VILLAGE CENTER ZONE	UC URBAN CORE ZONE
Edgeyard	permitted	permitted	permitted	permitted	permitted
Sideyard	not permitted	permitted	permitted	permitted	~~not permitted~~
Rearyard	not permitted	permitted	permitted	permitted	permitted
Courtyard	not permitted	not permitted	permitted	permitted	permitted

Amend to "permitted"

Table 15D – Form-Based Code Graphics – VC – Village Center

The NCC Campus Property shall be exempt from the Form-based code standards in Table 15 D.

Table 15E - Form-Based Code Graphics - UC - Urban Core

The NCC Campus Property shall be exempt from the Form-based code standards in Table 15 E.

In addition to the standards and conditions of the Sustainable Development Plan for Veridea (#09CZ07), as amended, the NCC Campus Property shall comply with the following:

1. All lots shall front on a public street.
2. Hospital, behavioral health, and accessory/supportive uses including but not limited to central utility plants, shared services (i.e. laboratory, sterile processing, security, network support, logistics, housekeeping, maintenance, laundry, supply chain, dietary and food preparation), parking structures, ambulatory surgery centers (with or without Emergency Department), and physician office buildings shall be considered a Civic Use for SD Zoning and UDO regulatory requirements including calculations related to maximum development of respective uses within the SD Zoning boundary.
3. For the area west of Veridea Parkway only, four (4) bus stops shall be constructed. The location of the stops will be finalized and shown on the first Major Site Plan within the NCC Campus Property. All bus stops shall be within ¼ -mile radius of a healthcare building. Bus stops shall

meet Town of Apex Standard Specifications including landing pad, amenity pad, and pedestrian circulation path. Each bus stop (at a minimum) will include the following, pending Planning Director or designee approval:

- 1 bus shelter
- 1 trash receptacle
- 1 bench
- 2 bicycle racks
- Pedestrian connections to surrounding street network to ADA and PROWAG guidelines.

PART 2 Veridea Properties Zoned SD-CZ

The Sustainable Development Plan for Veridea (#09CZ07), is amended as follows, with additions underlined and deletions being shown by stricken-through text:

Elimination of Rail

The rail requirements of the SD Plan no longer apply. Any references within the SD Plan to rail shall not be applicable.

Modification to 3.4.2.2 Specific Recreation Requirements

Section 3.4.2.2 is deleted in its entirety and replaced as follows:

3.4.2.2 Specific Recreation Requirements

(i) Developer shall grant to the Town a public access easement over the stormwater and linear parks areas shown generally on the attached **Exhibit A-1**. Developer shall work collaboratively with the Town to program the space within this easement. The Town, in its sole discretion, shall approve all uses of the space within the easement and Developer and Town shall execute an agreement detailing scheduled uses of the easement space prior to approval of the Master Subdivision Final Plat that contains said easement;

(ii) Developer shall construct a 25,000sf programmable recreation center at its sole cost and expense to be designed with interior finishes consistent with other Town of Apex recreation center facilities. This recreation center shall be located south of Adesso Way and north of Forest Light Way as shown generally on the attached **Exhibit A-1.** The programmable recreational facility may include but is not limited to gymnasium, adaptive classroom/ program/ camp spaces, and associated support spaces such as restrooms, offices and storage to be determined in agreement with PRCR staff and as part of the developer agreement. Prior to construction of the recreation center, Town must approve the design, construction schedule, construction cost, and location of the recreation center. Construction will not

begin until Town and the Developer have executed a Development Agreement outlining the roles and obligations associated with the design and construction of the recreation center;

(iii) A site plan for this recreation center shall be submitted to the Town of Apex prior to issuance of a building permit for the 1,000th dwelling unit or platting of the 4,000th lot within Veridea, whichever comes first. Construction of this recreation center shall be completed within three (3) years of Developer's receipt of building permit approval. In the event construction has not been completed within this time, including the issuance of a Certificate of Occupancy, no building permits will be issued for any additional dwelling units within the Veridea Development until construction of the recreation center is complete.

(iv) The costs and expenses incurred by Developer in construction of the recreation facility required by subsection (iii) hereof shall be credited against parks and recreation fees due for residential development within Veridea and shall be outlined in the Development Agreement. This credit shall be in favor of Developer exclusively and may be applied by Developer from time-to-time for the permitting of residential dwellings constructed by third parties. Further, any parks and recreation fees paid for any development within Veridea prior to construction of the recreation center shall be paid over to Developer on an agreed upon schedule as construction of the recreation center progresses. In the event that parks and recreation fees-in-lieu received by the Town prior to commencement of the recreation center exceed the cost of the recreation center, such excess amounts shall be retained by the Town and all residential development within Veridea thereafter shall be required to pay applicable Parks and Recreation fees-in-lieu in accordance with Town and state requirements for the same.

(v) Subject to the foregoing, all development within Veridea shall be subject to all applicable Parks and Recreation fees-in-lieu in accordance with Town and state requirements for the same.

(vi) These Developer commitments related to the construction of the recreation center shall be reduced to a development agreement between the Town and Developer which shall be executed prior to the issuance of the 750th building permit. In addition to the foregoing terms, the Development Agreement shall include an agreed upon construction schedule for the recreation center and shall provide the Town a remedy to take over construction in the event that Developer fails to comply with said construction schedule beyond any applicable cure periods.

Modification to 3.5.3.d Land Reservation for Future Rail

~~d. Land Reservation: Land shall be reserved for the future Regional Public Transit System within Veridea. With regard to the Regional Public Transit System alignment and associated rights of way ("ROW") outside of Veridea, the location along Veridea's perimeter where the Regional Public Transit System will enter and exit Veridea in the vicinity of the interchange of US 1 with the Triangle Expressway will be determined by Triangle Transit, and/or other regional transit organization, and/or the Town. As Veridea is developed, site plans and Subdivision Plans will be shared with Triangle Transit, and/or other relevant regional transit organization, to assist such entities in the planning for and selection of the final alignment of the Regional Public Transit System.~~

~~The reservation of land to accommodate the Regional Public Transit System will be made as follows:~~

~~i. Land shall be reserved in a manner consistent with the development pattern of the Sustainability Zone in which it resides, and may overlap dedications made for other public uses such as Thoroughfares and utilities as long as the overlap is not contrary to sound planning and engineering practice that ensures that the reservation and dedication are sufficient for all planned infrastructure;~~

~~ii. Reservation shall include an area for transit station functions which shall be located within a UC zone, and shall be reserved in a manner that is in keeping with an urban development pattern of that zone as defined by the SD Plan, and may overlap reservations and, dedications made for other public uses such as Thoroughfares and utilities as long as the overlap is not contrary to sound planning and engineering practice that ensures that the reservation and dedication are sufficient for all planned infrastructure;~~

~~iii. Determination of the form, character, location, and relationship to adjacent development, relationship to other reservations and/or dedications and dimensions shall occur during site planning jointly by the Responsible Person, the TRC or Town Council, as appropriate.~~

~~iv. The reservation of land will prohibit permanent development within the designated reserve area until 2035 at which time, if there are no plans that financially commit the Triangle Transit, and/or other regional transit organization, and/or the Town to implement a regional rail plan that includes the Development, the Responsible Person may consider the reservation null and void.~~

~~v. Land reserved hereunder will be dedicated to Triangle Transit, and/or other regional transit organization, and/or the Town once the applicable entity secures funding and commits to construct the Regional Public Transit System within the Development.~~

~~vi. Buildout of any of single land use of the three (3) uses identified in Article 4.2.2.b.i-iii shall not exceed 85% of the total authorized development for the respective use, unless Town Council otherwise approves in accordance with UDO 2.3.16 F) 3) a), until the commencement of a Regional Public Transit System that will serve Veridea.~~

With the removal of regional rail from the Town's Transportation Plan, the reference to regional rail in this section shall no longer apply and shall be replaced with a requirement that a bus transit center site shall be identified within Veridea (but not within the NCC Campus Property) with the first site plan submittal that includes the area identified as the location of the Bus Transit Center on the Transit Plan Map. The site plan for the transit center shall be submitted to the Town prior to approval of the site plan or subdivision plan containing the 2,000th dwelling unit within Veridea.

Prior to approval of the site plan or subdivision plan for the 3,000th dwelling unit within Veridea, Developer shall construct and install the following Bus Transit Center Improvements:

- Restroom accessible to bus operators. In the event the recreation center required by Section 3.4.2.2 is not located within 500 feet of the Bus Transit Center, the restrooms required herein shall be constructed and installed independent of the recreation center;
- Bus layover area including at least two (2) bus layover parking spaces;

- Park and ride area including at least ten (10) standard vehicle parking spaces (inclusive of ADA space where required);
- Two bus stops (one for each direction of travel) with dimensions per the Town of Apex Standard Specification, including a thirty foot (30') landing pad between the curb and pedestrian circulation, and a six foot (6') by thirty foot (30') amenity pad behind the pedestrian circulation path. The bus stops shall include the following amenities:
    i. One (1) bus shelter (two (2) total)
    ii. One (1) trash receptacle (two (2) total)
    iii. One (1) bench (two (2) total)
    iv. Two (2) bicycle racks (four (4) total)
    v. Direct pedestrian connections to surrounding street network to ADA and PROWAG guidelines
    vi. Final location to be approved by Planning Director

The Town, in its sole discretion, will approve the design and construction of Bus Transit Center Improvements before this condition is considered satisfied. In the event that the Town provides Developer with notice that a fully funded bus route has been approved that will provide service within Veridea prior to the schedule outlined above, then the site plan for the transit center shall be submitted within six (6) months of receipt of said notice and the center shall be constructed and completed within two (2) years of receipt of permit approval for the same.

Modification to 3.5.5.g.ii Perry Road improvements

Veridea shall not exceed 50% build-out of any single land use until ~~both the interchange of Perry Road at US 1 and the interchange of Old Holly Springs Apex Road at Triangle Expressway are open to traffic~~ an overpass for Perry Road is constructed across US HWY 1 in accordance with the Apex Transportation Plan.

Exemption from 4.2.2.b maximum authorized development intensities for Hospital and Behavior Health Center Components of NCC Campus Property

Hospital, behavioral health, and accessory/supportive uses including but not limited to central utility plants, shared services (i.e. laboratory, sterile processing, security, network support, logistics, housekeeping, maintenance, laundry, supply chain, dietary and food preparation), parking structures, ambulatory surgery centers (with or without Emergency Department), and physician office buildings shall be considered a Civic Use for SD Zoning and UDO regulatory requirements including calculations related to maximum development of respective uses within the SD Zoning boundary.

Exemption from 4.2.4 Development Thresholds

Upon commencement of development work on the North Carolina Children's Hospital Campus development thresholds 1-5 contained within Section 4.2.4 shall be deemed satisfied.

Modification to Various Sections

With the exception of references within Section 3.4.2.2, all other references to “building permit” or “certificate of occupancy” as a development threshold shall be replaced with “Site Plan Final Plat or Master Subdivision Final Plat”, as determined by staff.

EXHIBIT A-1

McADAMS
PREPARED FOR:
RXR Realty



VERIDEA RECREATION FACILITY & BUS TRANSIT
APEX, NORTH CAROLINA

SCALE: 1" = 100'

RXR22005
© 3..2025

01

ORDINANCE AMENDING THE OFFICIAL ZONING DISTRICT MAP
#09CZ07

WHEREAS, the application of Lookout Ventures, Inc., petitioner, for the rezoning of lands hereinafter described was duly filed with the office of the Planning Director and thereafter public hearings were held hereon on the 13th day of December, 2010 and the 13th day of January, 2011 before the Planning Board and the 18th day of January, 2011, the 1st day and 15th of February, 2011, the 15th day of March, 2011 and the 10th day of May, 2011, before the Town Council, respectively, pursuant to due notice mailed and published pursuant to G.S. § 160A-384. Thereafter, the Planning Board submitted its final report to the Town Council recommending approval of said application for the rezoning of the lands hereinafter described, all in accordance with the requirements of the Town of Apex Unified Development Ordinance and the provisions of Chapter 160A, Article 19, of the North Carolina General Statutes; **NOW, THEREFORE,**

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF APEX

Section 1: The Town of Apex Unified Development Ordinance, including the Town of Apex North Carolina Official Zoning District Map which is a part of said Ordinance, is hereby amended by changing the zoning classification of the lands hereinafter described from Planned Unit Development Conditional Zoning (PUD-CZ), Light Industrial (LI), Rural Residential (RR) and Residential Agricultural (RA) to SD-CZ (Sustainable Development Conditional Zoning) District, said lands so rezoned being described as follows:

See Attachement "A" (Legal Description)

Section 2: The Planning Director is hereby authorized and directed to cause the said Official Zoning District Map for the Town of Apex, North Carolina, to be physically revised and amended to reflect the zoning changes directed by this Ordinance.

Section 3: A request to amend the Official Zoning District Map is granted whereby the previously described property and the subject of the previously mentioned change in zoning classification is subject to the following limitations:

See Attachment "B" (SD Plan and UDO Amendments)

Section 4: This property shall be perpetually bound to the uses authorized, unless subsequently changed or amended as provided for in the Unified Development Ordinance. Site plans for any development to be made pursuant to this amendment to the Official Zoning District Map shall be submitted for site plan approval as provided for in the Unified Development Ordinance.

Section 5: This ordinance shall be in full force and effect from and after its adoption.

Motion by Council Member Jones

Seconded by Council Member Jensen

With 4 Council Member(s) voting "aye."
With 0 Council Member(s) voting "no."

This the 2nd day of August, 2011.

TOWN OF APEX, NORTH CAROLINA

Mayor

ATTEST:

Georgia A. Evangelista
Town Clerk

APPROVED AS TO FORM:

Town Attorney

STATEMENT OF THE APEX TOWN COUNCIL PURSUANT TO G.S. 160A-383 ADDRESSING ACTION ON ZONING PETITION #09CZ09

Lookout Ventures, Inc., owners/applicants (the "Applicant"), submitted a completed application for a conditional zoning on the 1st day of June, 2009 (the "Application"). The proposed conditional zoning is designated #09CZ07.

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 #09CZ07 before the Planning Board held on the 13th day of December, 2010 and the 13th day of January, 2011.

Pursuant to G.S. §160A-384 and Sec. 2.2.11(E) of the Unified Development Ordinance, the Planning Director caused proper notice to be given (by publication and posting), of a public hearing on #09CZ07 before the Town Council on the 18th day of January, 2011, the 1st day and 15th of February, 2011, the 15th day of March, 2011 and the 10th day of May, 2011.

The Apex Planning Board held a public hearing on the 13th day of December, 2010 and the 13th day of January, 2011, gathered facts, received public comments and formulated a recommendation regarding the application for conditional zoning #09CZ07. A motion was made at the Apex Planning Board to recommend approval; the motion passed unanimously for the application for #09CZ07.

The Apex Town Council held a public hearing on the 18th day of January, 2011, the 1st day and 15th of February, 2011, the 15th day of March, 2011 and the 10th day of May, 2011. Dianne Khin presented the Planning Board's recommendation at the public hearing.

All persons who desired to present information relevant to the application for #09CZ07 and who were residents of Apex or its extraterritorial jurisdiction, or who owned property adjoining the property for which the conditional zoning is sought, were allowed to present evidence at the public hearing before the Apex Town Council. No one who wanted to speak was turned away.

The Town Council by a vote of 5 and 0 approved Application #09CZ07.

In zoning Application #09CZ07, Applicant seeks to rezone the subject tract located west of NC 55, south of US#1, north and adjacent to proposed 540 from Planned Unit Development Conditional Zoning (PUD-CZ), Light Industrial (LI), Rural Residential (RR) and Residential Agricultural (RA) to SD-CZ (Sustainable Development Conditional Zoning). After public hearing, Town Council approved the rezoning. This Statement will address consistency with the Town's comprehensive and other applicable plans, reasonableness and affect on public interest.

Approval of the rezoning is in line with the mixed use development proposed on the 2025 Land Use Plan. The rezoning request includes amendments to the Unified Development Ordinance, the 2025 Land Use Plan, and the Official Zoning District Map. The changes being made are consistent with the long range vision to create a unified sustainable development in the requested area. The rezoning is compatible with the surrounding area, and should be of no detriment to immediate neighbors and the surrounding community.

Property Description

Tract 1 (Poe):

BEGINNING at a point which is the northeast corner of the 54.650 acre tract shown on Boundary Survey Prepared for Apex Land Assemblage, LLC by Riley Surveying, PA dated February 23, 2006 and recorded in Book of Maps 2006, Page 416, Wake County Registry; thence along the line of said 54.650 acre tract N 89° 54' 34" W 1794.53 feet to a point in the centerline of Big Branch; thence along the centerline of Big Branch, the following courses and distances denoted L87 through L156 on the following table:

CENTERLINE BIG BRANCH

LINE TABLE		
LINE	*BEARING*	*LENGTH*
L87	*N20° 48' 14" E*	*52.19*
L88	*N27° 36' 15" E*	*25.74*
L89	*N62° 55' 07" E*	*26.76*
L90	*N28° 59' 45" W*	*21.84*
L91	*N05° 57' 55" W*	*34.25*
L92	*N49° 54' 20" E*	*15.65*
L93	*N35° 51' 41" E*	*26.00*
L94	*N57° 55' 36" W*	*27.74*
L95	*S77° 58' 08" W*	*70.86*
L96	*N69° 24' 20" W*	*55.42*
L97	*N16° 11' 53" W*	*54.07*
L98	*N47° 25' 48" E*	*30.81*
L99	*S76° 51' 18" E*	*46.52*
L100	*N23° 56' 06" E*	*15.13*
L101	*N10° 54' 23" E*	*79.33*
L102	*N70° 46' 49" W*	*21.80*
L103	*N13° 56' 38" W*	*44.13*
L104	*N54° 44' 36" W*	*48.38*
L105	*S57° 22' 33" W*	*58.59*
L106	*S44° 34' 58" W*	*46.68*
L107	*N46° 23' 02" W*	*39.79*
L108	*N72° 28' 16" W*	*36.60*
L109	*S47° 16' 54" W*	*18.92*
L110	*N74° 34' 40" W*	*21.22*
L111	*N28° 53' 03" W*	*20.74*
L112	*N42° 52' 48" W*	*46.75*
L113	*N06° 56' 21" E*	*26.65*
L114	*N88° 28' 36" E*	*43.87*
L115	*N27° 02' 14" E*	*18.93*
L116	*N01° 17' 25" E*	*31.60*
L117	*N45° 56' 56" E*	*50.02*
L124	*N39° 28' 55" E*	*39.13*
L125	*N15° 03' 15" W*	*20.63*
L126	*N51° 44' 06" W*	*25.88*
L127	*N30° 05' 45" E*	*27.95*
L128	*S60° 15' 59" E*	*30.79*
L129	*S36° 33' 19" E*	*34.28*
L130	*S78° 44' 24" E*	*52.43*
L131	*N41° 37' 38" E*	*15.36*
L132	*N04° 45' 02" E*	*44.44*
L133	*N30° 38' 49" E*	*51.77*
L134	*N05° 02' 00" W*	*35.48*
L135	*S62° 06' 04" W*	*33.82*
L136	*N44° 56' 44" W*	*39.84*
L137	*N44° 38' 21" E*	*21.58*
L138	*N53° 06' 38 E*	*60.88*
L139	*N61° 14' 38" W*	*39.17*
L140	*N50° 48' 06" W*	*23.78*
L141	*N10° 02' 40" W*	*28.54*
L142	*N38° 49' 48" E*	*55.95*
L143	*N43° 06' 48" W*	*60.59*
L144	*N42° 29' 30" E*	*31.74*
L145	*N70° 52' 59" W*	*69.18*
L146	*N86° 33' 59" W*	*111.94*
L147	*N47° 57' 35" W*	*68.58*
L148	*N30° 54' 08" E*	*32.56*
L149	*N21° 23' 37" W*	*54.07*
L150	*N55° 27' 06" E*	*39.27*
L151	*N03° 24' 04" W*	*46.46*
L152	*N31° 43' 23" E*	*54.96*
L153	*N18° 31' 57" E*	*44.10*
L154	*N01° 09' 10" W*	*65.77*
L155	*N22° 16' 37" W*	*29.93*
L156	*N19° 16' 28" E*	*2.52*

L118	*N01° 25' 13" E*	*14.01*
L119	*N65° 15' 45" W*	*42.02*
L120	*N01° 22' 31" E*	*32.19*
L121	*N46° 17' 51" W*	*51.21*
L122	*N06° 49' 21" E*	*35.97*
L123	*N69° 35' 22" E*	*41.13*

Thence leaving the course of Big Branch, N 87° 20' 59" E 1317.72 feet to a point; thence N 00° 20' 59" E 1411.74 feet to a point; thence N 87° 17' 47" E 1396.96 feet to a point; thence S 02° 19' 40" W 527.05 feet to a point; thence S 90° 00' 00" W 750.13 feet to a point; thence S 00° 00' 00" W 967.73 feet to a point; thence N 77° 55' 24" E 389.22 feet to a point; thence N 01° 29' 14" E 148.65 feet to a point; thence N 65° 20' 41" E 538.98 feet to a point; thence S 02° 20' 59" W 179.73 feet to a point; thence S 02° 28' 41" W 1915.88 feet to a point; thence N 89° 11' 33" W 648.01 feet to the point and place of beginning and being all of Tract 3 containing 128.439 acres shown on a survey entitled "Exempt Division Survey – Property of Bobby and Elizabeth Poe" prepared by Riley Surveying, PA dated November 9, 2006.

Tract 2 (Poe):

BEING all of the 1.710 acre tract and the 0.042 acre tract shown as area in the right of way of Old Holly Springs – Apex Road shown on a map entitled "Property of Bobby W. and Elizabeth A. Poe, F.D. Prince, Sr, Trustee" recorded in Book of Maps 2002, Page 109, Wake County Registry, reference to which is hereby made for greater certainty of description and also being more particularly described as follows: Beginning at an existing nail in the northwest corner of the property of E.K. Huang, et. al. as described in Deed Book 6650, Page 866, Wake County Registry, and the southwest corner of the property of F.D. Prince, Sr. as described in Deed Book 8291, page 540, Wake County Registry, runs thence North 05 degrees 23 minutes 24 seconds East 64.21 feet to an iron pipe; thence North 74 degrees 31 minutes 24 seconds East 381.93 feet to an iron pipe; thence South 86 degrees 04 minutes 18 seconds East 863.27 feet to an iron pipe in the west right of way of SR 1153 (Old Holly Springs – Apex Road). Thence South 86 degrees 04 minutes 18 seconds East 30.32 feet to the centerline of SR 1153; thence along the centerline of SR 1153, South 12 degrees, 45 minutes 03 seconds West 60.72 feet to a point; thence with the north line of Huang, et. al., North 86 degrees 04 minutes 18 seconds West 30.32 feet to an existing iron pipe; thence North 86 degrees 04 minutes 18 seconds West 843.70 feet to an existing iron pipe; thence South 74 degrees 31 minutes 24 seconds West 394.54 feet to an existing iron pipe, the point and place of Beginning, and also being Tract 1 containing 1.754 acres shown on a survey entitled "Exempt Division Survey – Property of Bobby and Elizabeth Poe" prepared by Riley Surveying, PA dated November 9, 2006.

Tract 3 (Lyna):

BEGINNING at a point in the centerline of Old Holly Springs Apex Road, said point being calculated as follows: Beginning at a point in the line of Tract A shown on a map entitled "Proposed Subdivision and Recombination of Properties of Wake County" which is recorded in Book of Maps 1998, Page 782, Wake County Registry, said point also being North 45° 03' 47" East 1591.01 feet from the centerline of the intersection of Old Holly Springs Apex Road and

Woods Creek Road; thence North 09° 24' 42" East 362.56 feet to a point; thence North 85° 47' 44" West 162.21 feet to an iron pin in the centerline of Old Holly Springs Apex Road; thence along the centerline of Old Holly Springs Apex Road in an northerly direction along a left hand curve having a radius of 1963.49 feet an arc distance of 423.08 feet and chord bearing and distance of North 12° 12' 26" East 422.26 feet to the POINT AND PLACE OF BEGINNING: thence continuing along the centerline of said Old Holly Springs Apex Road in a northerly direction along a left hand curve having a radius of 1963.49 feet, an arc distance of 259.39 feet and a chord bearing and distance of North 02° 14' 59" East 259.20 feet; thence North 00° 00' 56" East 187.39 feet to a point; thence South 67° 20' 57" East 925.18 feet to a point; thence South 61° 30' 00" East 301.10 feet to a point; thence South 73° 33' 19" East 346.87 feet to a point; thence South 74° 36' 50" East 217.48 feet to a point; thence South 70° 39" 03" East 219.39 feet to a point; thence South 66° 06' 14" East 183.83 feet to a point; thence South 51° 10' 55" East 327.09 feet to a point in the centerline of White Oak Creek a/k/a Falls Branch Creek; thence along the centerline of said creek as follows: South 03° 23' 35" East 31.18 feet to a point; thence South 19° 58' 50" East 138.13 feet to a point; thence South 09° 01' 05" West 63.94 feet to a point; thence South 22° 49' 37" West 94.25 feet to a point; thence South 05° 19' 49" West 65.12 feet to a point; thence leaving the center line of said creek N 67° 48' 05" W 2481.26 feet to the point and place of BEGINNING and being all of Tract 1 containing 23.62 acres as shown on a survey entitled "Exempt Subdivision prepared for Apex Land Assemblage, LLC" by Riley Surveying, P.A. dated May 13, 2005.

Tract 4 (Reeves):

BEGINNING at a point in the line of Tract A shown on a map entitled "Proposed Subdivision and Recombination of Properties of Wake County" which is recorded in Book of Maps 1998, Page 782, Wake County Registry, said point also being North 45° 03' 47" East 1591.01 feet from the centerline of the intersection of Old Holly Springs Apex Road and Woods Creek Road, being the point and place of BEGINNING, thence North 09° 24' 42" East 362.56 feet to a point; thence North 85° 47' 44" West 162.21 feet to a point; thence North 85° 47' 44" West 30.48 feet to an iron pin in the centerline of Old Holly Springs Apex Road; thence along the centerline of Old Holly Springs Apex Road in an northerly direction along a left hand curve having a radius of 1963.49 feet, an arc distance of 423.08 feet and chord bearing and distance of North 12° 12' 26" East 422.26 feet to a point; thence leaving the centerline of said road South 67° 48' 05" East 2481.26 feet to a point in the centerline of White Oak Creek a/k/a Falls Branch Creek; thence along the centerline of said creek as follows South 05° 19' 49" West 39.71 feet to a point; thence South 17° 13' 42" West 52.16 feet to a point; thence South 63° 16' 26" West 25.88 feet to a point; thence South 17° 55' 39" West 68.74 feet to a point; thence leaving the line of said creek North 78° 00' 00" West 876.99 feet to a point; thence North 84° 10' 00" West 1370.01 feet to the point and place of BEGINNING, and being all of Tract 2 containing 23.62 acres as shown on a survey entitled "Exempt Subdivision prepared for Apex Land Assemblage, LLC" by Riley Surveying, P.A. dated May 13, 2005.

Tract 5 (Goodwin/ALAN):

BEING all that certain tract or parcel of land containing 54.650 acres, more or less, as shown on plat of survey entitled "Boundary Survey Prepared for Apex Land Assemblage, LLC" dated February 16, 2006 and revised February 23, 2006, prepared by Phillip W. Riley, professional Land Surveyor, of Riley Surveying, P.A. and recorded in Book of Maps 2006, Page 416, Wake County Registry, which plat is referenced for a more particular description.

Tract 6 (Adams):

BEING all that certain tract or parcel of land containing 86.334 acres as shown on plat of survey entitled "Boundary Survey, Prepared for HH Trinity Apex Investments, LLC, Holly Springs Township, Wake County, NC" dated September 17, 2007, prepared by Phillip W. Riley, Professional Land Surveyor, of Riley Survey, P.A. and recorded in Book of Maps 2007, Page 2469, Wake County Registry, which plat is referenced for a more particular description.

Tract 7 (Cox):

BEING all that certain tract or parcel of land containing 65.210 acres as shown on plat of survey entitled "Boundary Survey, Prepared for HH Trinity Apex Investments, LLC, Holly Springs Township, Wake County, NC" dated September 19, 2007, prepared by Phillip W. Riley, Professional Land Surveyor, of Riley Survey, P.A. and recorded in Book of Maps 2007, Page 2467, Wake County Registry, which plat is referenced for a more particular description.

Tracts 8 - 11 (Raymer):

BEING all those certain tracts or parcels of land designated as Tract I-A, containing 278.521 acres; Tract II, containing 2.134 acres; Tract III, containing 4.333 acres; and Tract 840' x 40', containing 0.626 acres, as shown on plat of survey entitled "Boundary Survey, Prepared for HH Trinity Apex Investments, LLC, Holly Springs Township, Wake County, NC" dated September 20, 2007, prepared by Phillip W. Riley, Professional Land Surveyor, of Riley Surveying, P.A. and recorded in Book of Maps 2007, Page 2468, Wake County Registry, which plat is referenced for a more particular description.

Tract 12 (Apex Town Square):

Being all of that certain tract of land lying in the Town of Apex, Holly Springs Township, Wake County, North Carolina, and being more particularly described as follows:

BEGINNING at an existing iron pipe at the northeastern corner of the now or formerly EMC Corporation property described in Deed recorded Book 2791, Page 428, Wake County Registry, said pipe also being located in the western line of the now or formerly Cash and Maynard Tract 1-A as shown on plat of survey recorded in Book of Maps 2003, Page 398, Wake County Registry (the "Plat"), said pipe being located North 02° 14' 00" East 271.08 feet from a common corner with said Cash and Maynard Tract 1-A and the now or formerly Cor Bregman property in said EMC Corporation's eastern property line as shown on the Plat; thence with said EMC Corporation's northern property line, South 89° 33' 33" West 1,910.66 feet to an existing iron pipe; thence with EMC Corporation's interior eastern property line, North 02° 07' 56" East

543.28 feet to an existing iron pipe, the southeastern corner of the now or formerly Colon Hobby property; thence with the eastern property line of said Colon Hobby property, North 00° 59' 41" East 734.53 feet to a set iron pipe marking the southwest corner of the said Cash and Maynard Tract 1-A; thence with said Cash and Maynard's Tract 1-A's southern property line and passing over an existing iron pipe at a distance of 15.08 feet, South 87° 48' 34" East 1,905.24 feet (total) to an existing iron pipe; thence continuing with said Cash and Maynard's Tract 1-A's interior western property line, South 01° 15' 42" West 1,190.09 feet to the point or place of BEGINNING, containing 53.939 acres, more or less, including any deed/survey gaps that may exist along the western line of the property herein described, as shown on the Plat, which Plat is referenced for a more particular description and being all of the property conveyed to Apex Town Square, LLC, by deed dated January 6, 2006, and recorded in Book 11766, Page 242, Wake County Registry.

Tract 13 (Bregman):

Lying and being in Town of Apex, Holly Springs Township, Wake County, North Carolina, and being more particularly described as follows:

BEGINNING at an existing iron pipe at a corner of the property now or formerly owned by Heartland Raleigh Apex U.S. 1 Limited Partnership (Book 4454, Page 666, Wake County Registry ["WCR"]), said pipe being located at NC Grid Coordinates: N=707,936.09; E2,048,195.68, and also being located South 31° 57' 19" West a distance of 2,292.37 feet (Grid) from NCGS Monument "TANK" (N=709,881.08; E2,049,408.93); from said POINT OF BEGINNING, running thence along and with the western line of the aforesaid Heartland Raleigh property the following courses and distances:

- South 02° 41' 34" West a distance of 537.74 feet to an existing iron pipe;
- South 02° 41' 34" West a distance of 100.28 feet to an existing iron pipe;
- South 02° 41' 34" West a distance of 2.08 feet to an existing iron pipe;
- South 02° 39' 56" West a distance of 37.18 feet to an existing iron pipe in the northern right-of-way of Technology Drive;

running thence along and with the northern right-of-way of Technology Drive the following courses and distances:

- along and with the arc of a curve to the left having a radius of 411.97 feet (Chord Bearing: South 60° 59' 56" West; Chord Distance: 224.57 feet) a distance of 227.45 feet to an existing iron pipe;
- South 45° 37' 55" West a distance of 288.89 feet to an existing iron pipe;
- South 44° 59' 17" West a distance of 549.68 feet to an existing iron pipe;
- South 44° 59' 17" West a distance of 70.66 feet to an existing iron pipe;
- along and with the arc of a curve to the right having a radius of 351.97 feet (Chord Bearing: South 57° 36' 33" West; Chord Distance: 151.96 feet) a distance of 153.17 feet to an existing iron pipe;
- along and with the arc of a curve to the right having a radius of 351.97 feet (Chord Bearing: South 79° 30' 30" West; Chord Distance: 115.27 feet) a distance of 115.79 feet to an existing iron pipe;
- South 88° 51' 29" West a distance of 164.77 feet to a point in the eastern line of property

now or formerly owned by Data General (Book 2791, Page 428, WCR);

leaving the northern right-of-way of Technology Drive and running thence along and with the eastern line of the aforesaid Data General property, North 02° 16' 29" East a distance of 1,200.00 feet to an existing iron pipe; continuing with the eastern line of the Data General property and running thence North 02° 17' 20" East a distance of 416.31 feet to an existing iron pipe in the southern line of the aforesaid Heartland Raleigh property; running thence along and with the southern line of the Heartland Raleigh property, South 86° 16' 48" East a distance of 1,218.14 feet to the POINT AND PLACE OF BEGINNING, containing 34.0763 acres, more or less, and being all of Tract 4 north of the right-of-way of Technology Drive, as shown on that certain survey entitled "Recombination And Minor Subdivision of Technology Drive Property For Thomas H. Byrd, III", dated December 11, 1996, and prepared by Niall W. Gillespie, R.L.S. (No. L-2629) (File Name: BYRDTOPO), to which survey reference is hereby made for a more particular description, and being the same property conveyed to Cor S. Bregman by deed recorded in Book 7409, Page 255, Wake County Registry, and being the same property conveyed to Cornelius S. Bregman and Kandes K. Bregman, as Trustees of the Cornelius and Kandes Bregman Trust, under Agreement dated September 20, 1999 by deed recorded in Book 10856, Page 2786, Wake County Registry, LESS AND EXCEPT (i) the property conveyed to Thomas H. Byrd, IV, and wife Lisa W. Byrd, by deed recorded in Book 10129, Page 491, Wake County Registry, and (ii) the property conveyed to the Department of Transportation by deed recorded in Book 8128, Page 153, Wake County Registry.

Tracts 14 - 15 (EMC):

Being all those certain tracts or parcels of land containing approximately 47.419 acres and identified as portions of parcel identification numbers 0740672147 (containing approximately 46.61 acres) and 0740570471 (containing approximately 77.66 acres), and as generally shown as Tract 2 on the map attached hereto as Schedule 1.

Tract 16 (Whitehouse):

Being all that certain tract or parcel of land containing approximately 27.47 acres and identified as parcel identification number 0740287376 and being the same property conveyed to Brenda P. Whitehouse, individually, a 55% undivided interest, and Brenda P. Whitehouse as Trustee of the Irene F. Prince Family Trust dated February 19, 2004, a 45% undivided interest, by deed recorded in Book 10680, Page 477, Wake County Registry.

Tract 17 (F. Prince):

Being all that certain tract or parcel of land containing approximately 75.63 acres and identified as parcel identification number 0740191376 and being the same property conveyed to F.D. Prince, Sr., sole Trustee, or his successors in trust, under the Frank Dixon Prince, Sr. Living Trust, dated October 20, 1988, and any amendments thereto, by deed recorded in Book 8291, Page 540, Wake County Registry.

Tract 18 (F. Prince):

Being all that certain tract or parcel of land containing approximately 21.36 acres and identified as parcel identification number 0730996270 and being the same property conveyed to F.D. Prince, Sr., sole Trustee, or his successors in trust, under the Frank Dixon Prince, Sr. Living Trust, dated October 20, 1988, and any amendments thereto, by deed recorded in Book 8291, Page 540, Wake County Registry.

Tract 19 (B. Prince):

Being all that certain tract or parcel of land containing approximately 32.06 acres and identified as parcel identification number 0741207566 and being the same property conveyed to William Ira Prince, III, by deed recorded in Book 2673, Page 652, Wake County Registry.

Tract 20 (J. Prince):

Being all that certain tract or parcel of land containing approximately 1.80 acres and identified as parcel identification number 0740293940 and being the same property conveyed to William I. Prince and Jean P. Prince, by deed recorded in Book 6217, Page 146, Wake County Registry.

Tracts 21-38 (Stephens):

Being all of those certain tracts or parcels of land identified as parcel identification numbers 0740886966, 0740991702, 0740992565, 0740991337, 0740991237, 0740990140, 0740980647, 0740982309, 0740982534, 0740982635, 0740982769, 0740982866, 0740982964, 0740982929, 0740992024, 0740992069, 0740992169 and 0740982764.

Tract 39 (Tew):

Being all that certain tract or parcel of land containing approximately 1.84 acres and identified as parcel identification number 0741203157 and being the same property conveyed to Kim Prince Tew, and husband, David Wayne Tew, by deed recorded in Book 10633, Page 1741, Wake County Registry.

Tract 40 (Huang):

Being all that certain tract or parcel of land containing approximately 13.33 acres and identified as parcel identification number 0740180091 and being the same property conveyed to Ruey Shiue Huang, Co-Trustee, and Edward K. Huang, Co-Trustee, of The Huang Family Trust, dated September 30, 2005, by deed recorded in Book 10656, Page 33, Wake County Registry.

Sustainable Development Plan

for

VERIDEA

A Sustainable Mixed-Use Community
Apex, North Carolina

10 MAY 2011

Responsible Person:

Lookout Ventures, Inc.
P. O. Box 1166
Zebulon NC

SUSTAINABLE DEVELOPMENT PLAN

DEVELOPER AND RESPONSIBLE PERSON

Lookout Ventures, Inc.
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Contact: Tom Hendrickson
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EQUITY PARTNER

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MASTER PLANNING • PLACEMAKING

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CIVIL ENGINEERING

WSP Sells
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Cary NC 27513

BBM Associates, Inc.
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TRANSPORTATION

Kimley-Horn and Associates, Inc.
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Cary NC 27513

ENERGY PLANNING

Sanford Law Office, P.L.L.C
530 North Person Street
Raleigh NC 27604

SUSTAINABILITY AGENDA
BASED ON
PRINCIPLES AND GOALS
DEVELOPED BY

William McDonough + Partners
700 East Jefferson Street
Charlottesville VA 22902

LANDSCAPE ARCHITECTURE

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ENVIRONMENTAL STRATEGY

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ARTICLE 1.0 DEFINITIONS OF CAPITALIZED TERMS USED IN THE SUSTAINABLE DEVELOPMENT (SD) PLAN

A-Grid: cumulatively, those Thoroughfares that by virtue of their pedestrian-supportive qualities, and their importance to pedestrian connectivity, are part of multi-modal transportation network that is vehicle tolerant and is linked to the contextual nature of the place. *See B-Grid.*

A-Grid Zones: areas of the Concept Map where A-Grids are required.

Accessory Structures: structures or buildings incidental to and appropriate to support a Function or use (i.e., ticket booths and storage for outdoor amphitheaters, and dugouts and storage for baseball and softball.)

Accessory Unit or Building: a dwelling not greater than 800 square feet sharing ownership and shared or separate utility connections with a Principal Building. *See Table 10 and Table 17.* (Syn: ancillary unit)

Advanced Materials: a broad technology category based on a rapidly evolving area of science, with applications ranging from aircraft to computer chips. Advanced structural materials can make products strong, lighter, and more effective as well as enable the development of totally new products. The materials can increasingly be designed and tailored to specific applications. A material is said to be "advanced" if it is a new material for the application. *See Table 12.*

Agricultural Plot: a parcel of land used for small-scale agricultural purposes such as the raising of agricultural products or poultry. *See Table 12 and Table 19.*

Alleé: a regularly spaced and aligned row or rows of trees usually planted along a Thoroughfare or Path.

Anticipatory Design: a development approach intended to predict and facilitate the use of innovative technology and other best development practices as they evolve and become practically and economically feasible over time.

Arcade: a Private Frontage conventional for Retail use wherein the Facade is a colonnade supporting habitable space that overlaps the Sidewalk, while the Facade at Sidewalk level remains at the Frontage Line.

Avenue ("**AV**"): a Thoroughfare designed for high vehicular capacity and low to moderate speed, acting as a short distance connector between Village Centers, and usually equipped with a landscaped median.

B-Grid: cumulatively, those Thoroughfares that by virtue of their use or location are vehicle supportive and pedestrian tolerant. *See A-Grid.*

B-Grid Zones: areas of the Concept Map where B-Grids are permitted.

Backbuilding: a single-Story structure connecting a Principal Building to an Outbuilding. *See Table 17.*

Bed and Breakfast: an owner or manager controlled Lodging type, permitted to serve breakfast in the mornings to guests in the Neighborhood General (NG) zone and at all times in other Sustainable Zones.

Bicycle Lane ("**BL**"): a dedicated lane for cycling within a moderate-speed vehicular Thoroughfare.

Bicycle Route ("**BR**"): a Thoroughfare suitable for the shared use of bicycles and automobiles moving at low speeds. These routes are signed as "bike route."

Bicycle Trail ("**BT**"): a bicycle and pedestrian way running independently of a vehicular Thoroughfare.

Biotechnology: the science of using living things and components of living things to produce goods and services. It involves manipulating and modifying organisms, often at the molecular level, to create new and practical applications for agriculture, medicine and industry. *See Table 12.*

Block: the aggregate of private Lots, Passages, Rear Alleys and Rear Lanes, circumscribed by Thoroughfares.

Boulevard ("**BV**"): a Thoroughfare designed for high vehicular capacity and moderate speed, traversing an urbanized area. Boulevards are usually equipped with Slip Streets buffering Sidewalks and buildings.

By Right: characterizing a proposal or component of a proposal for the Development that is allowed by the SD Plan.

Civic Building: a building primarily dedicated to public functions such as arts, culture, education, recreation, government, transit, and parking, or for other public purposes. Civic Buildings are primarily operated by public or not-for-profit entities.

Civic Space: land containing a Civic Building and/or an outdoor area dedicated for public use including Parks but not including street rights of way. Civic Space types are defined by the combination of certain physical constants including the relationships among their intended use, their size, their landscaping and their enfronting buildings. *See Table 13.*

Civic Use: Open Space that is designated for Civic Buildings and Civic Space and Public Space.

Commercial: the term collectively defining workplace, Office, Retail, and Lodging Functions.

Common Destination: an area of focused community activity. It may include, without limitation, one or more of the following: a Civic Space, a Civic Building, a Commercial center, or a transit station or stop, and may act as the social center of a neighborhood.

Community Garden: a grouping of garden plots available for small scale cultivation, generally to the residents of apartments and other dwelling types without private gardens, permitting individual storage sheds, and providing a locus of recreation and sociability greater than that of a private yard, thus being a Common Destination.

Concept Map: *See* Veridea **Sustainable Development Concept Map**.

Concessions: a place where food, drinks and incidental retail items are sold or rented.

Conference Center: a facility that is constructed for and devoted to meetings and meeting space. *See Table 12.*

Configuration: the form of a building, based on its massing, Private Frontage, and height or the geographic characteristics of an area of land.

Convention Center: a Facility designed to accommodate multiple groups or large groups and consisting of exhibit halls, meeting rooms, ballrooms or banquet space but not sleeping accommodations. *See Table 12.*

Corridor: a lineal geographic system incorporating transportation and/or Greenway trajectories.

Curb: the edge of the vehicular pavement that may be raised or flush to a Swale. It usually incorporates the drainage system. *See Table 4A and Table 4B.*

Density: the amount of development measured on the basis of a Gross Acre of land area expressed in the number of Dwelling Units Per Acre ("DUA") for residential or Floor Area Ratio ("FAR") for non-residential.

Design Speed: the velocity at which a Thoroughfare tends to be driven without the constraints of signage or enforcement. There are four ranges of speed: Very Low: (below 20 MPH); Low: (20-25 MPH); Moderate: (25-35 MPH); High: (above 35 MPH). Lane width is determined by desired Design Speed. *See Table 3A.*

Design Standards: all of the provisions of the SD Plan, other than authorized Density, related to the development of Veridea, including but not limited to standards, designs, criteria, illustrations and other elements and materials of both a descriptive and proscriptive nature.

Developable Areas: lands other than those in the OS Open Space Zone.

Development: refers to Veridea and the land encompassed by the Veridea Sustainable Development Plan as a whole.

Disposition: the placement of a building on its Lot. *See Table 9 and Table 17.*

Drive ("**DR**"): a Thoroughfare along the boundary between an urbanized and a natural condition, usually along a waterfront or Park. One side has the urban character of a Thoroughfare, with Sidewalk and building, while the other has the qualities of a Road or parkway, with naturalistic planting and rural details.

Dwelling Units Per Acre ("**DUA**"): the number of dwelling units per Gross Acre.

Driveway: a vehicular lane within a Lot, often leading to a garage. *See Article 5.8 and Table 3B.f.*

Effective Parking: the amount of parking required for Mixed Use after adjustment by the Shared Parking Factor. *See Table 11.*

Effective Turning Radius: the measurement of the inside Turning Radius taking parked cars into account. *See Table 17.*

Elevation: an exterior wall of a building not along a Frontage Line. *See Table 17.* See: **Facade.**

Encroach: to break the plane of a vertical or horizontal regulatory limit with a structural element so that it extends into a Setback, into an easement, into the Public Frontage, or above a height limit.

Encroachment: any structural element that breaks the plane of a vertical or horizontal regulatory limit, extending into a Setback, into an easement, into the Public Frontage, or above a height limit.

Environmental Enhancement Plan: additional Sustainability Standards related to environmental enhancement required to be submitted to the Town Council for approval in accordance with UDO 2.3.16 F) 3) b).

Existing Communication Towers: towers that are currently in place within Veridea, including any and all guy wires, anchors, supporting cables, tower assembly, and ancillary buildings.

Expression Line: a line prescribed at a certain level of a building for the major part of the width of a Facade, expressed by a variation in material or by a limited projection such as a molding or balcony. *See Table 8.* (Syn: transition line.)

Facade: the exterior wall of a building that is set along a Frontage Line. *See* **Elevation.**

Farm: an active, usually commercial, agricultural operation, such as the raising of agricultural products, livestock, poultry and dairying at a scale requiring industrial sized machinery and farm buildings, consistent with the requirements and limitations of the UDO. *See Table 12 and Table 19.*

Floor Area Ratio ("**FAR**"): the ratio of total building floor area per Gross Acre.

Forecourt: a Private Frontage wherein a portion of the Facade is close to the Frontage Line and the central portion is set back. *See Table 7.*

Frontage: the area between a building Facade and the vehicular lanes, inclusive of its built and planted components. Frontage is divided into **Private Frontage** and **Public Frontage.** *See Table 4A and Table 7.*

Frontage Line: a Lot Line bordering a Public Frontage. Facades facing

Frontage Lines define the public realm and are therefore more regulated than the Elevations facing other Lot Lines. *See Table 17.*

Function: the use or uses accommodated by a building and its Lot, categorized as *Restricted, Limited,* or *Open*, according to the intensity of the use. *See Table 10 and Table 12.*

Gallery: a Private Frontage conventional for Retail use wherein the Facade is aligned close to the Frontage Line with an attached cantilevered shed or lightweight colonnade overlapping the Sidewalk. *See Table 7.*

Goal(s): the desired result of Veridea's effort to achieve sustainability.

Green: a Civic Space type for unstructured recreation, spatially defined by landscaping rather than building Frontages. *See Table 13.*

Green Roof: a building roof partially or completely covered with vegetation and soil, or some other living medium, over a waterproofing membrane.

Green Technology: a continuously evolving group of methods and materials, including—but not limited to—environmentally-sound techniques for: generating energy, energy efficiency, chemistry, nanotechnology and construction. *See Table 12.*

Greenway: a Corridor in largely natural conditions, which shall include trails for bicycles or pedestrians.

Gross Acre: an acre of land within the Veridea Sustainable Development District used for the purpose of Density calculation.

Guiding Principles: the Principles used to develop Veridea.

High Performance Computing: the use of supercomputers and computer clusters to solve advanced computation problems. *See Table 12.*

Highway ("**HW**"): a rural and suburban Thoroughfare of high vehicular speed and capacity. This type is allocated to the more rural Sustainable Zones (OS and NG).

Home Occupation: non-Retail Commercial enterprises within or closely associated with a dwelling.

Impermeable Surface: surfaces constructed using materials that allow no infiltration of water into the soil. Impermeable surfaces include, but are not limited to, public and private Thoroughfares, sidewalks, driveways, rooftops, parking lots and patios constructed with asphalt, concrete, compacted aggregate base course or other impervious materials. The surface area of bodies of water (natural or man-made) and wooden decks shall be considered permeable and shall not be included in the calculation of built-upon area. Green Roofs, permeable pavements, and other surfaces constructed with uniformly graded gravel, porous materials or pervious materials and designed in accordance with the NC Division of Water Quality Stormwater Best Management Practices Manual to accommodate the infiltration of water shall not be considered impermeable surfaces and shall not be included in the

calculation of the built-upon area.

Independent Living: a Project, or a portion of a Project, consisting of residences of any type or various types primarily accommodating age targeted residents maintaining an independent lifestyle.

Industrial: the term collectively defining Manufacturing, warehousing and storage uses.

Information Technology: the application of computer, communications and software technology to the management, processing and dissemination of information. *See Table 12.*

Internal Trip Capture: a concept used in transportation modeling to define an automobile trip between different land uses within Veridea that would have required an automobile trip external to the site.

Layer: a range of depth of a Lot, measured from the Frontage Line, within which certain elements are permitted. *See Table 17.*

Lightwell: a Private Frontage type that is a below-grade entrance or recess designed to allow light into basements. *See Table 7.* (Syn: light court.)

Liner Building: a building specifically designed to mask a blank building wall, a service area, a parking lot, or a Parking Structure from a Frontage.

Live-Work: a Mixed Use unit consisting of a Commercial and Residential Function. *See Table 10.*

Lodging: premises available for daily and weekly renting of bedrooms. *See Table 10 and Table 12.*

Lot: a parcel of land accommodating a building or buildings of unified design. The size of a Lot is controlled by its width in order to determine the grain (i.e., fine grain, as characterized by a tight-knit Thoroughfare grid, or coarse grain, as characterized by a loose-knit street grid) of the urban fabric.

Lot Line: the boundary that legally and geometrically demarcates a Lot.

Lot Width: the length of the Principal Frontage Line of a Lot.

Manufacturing: all areas of manufacturing, including design, control, fabrication, and assembly for uses where activities are conducted and confined within a building or structure including, but are not limited to: electronics, computers/IT, instrumentation, industrial equipment, medical, pharmaceutical, telecom, aerospace, defense, government, appliances, food, beverage and consumer products.

Medical Devices: products used for medical purposes for patients, in diagnosis, therapy or surgery. *See Table 12.*

Mixed Use: multiple Functions within the same building through vertical integration or adjacency, or in multiple buildings by adjacency.

Mixed Use Block: See Mixed Use and Block. *See Table 12.*

Modular Construction: single-family, multi-family or mixed use building constructed on-site and composed of components substantially assembled in a manufacturing plant and transported to the building site for final assembly that complies with the requirements of the North Carolina State Building Code.

Nanotechnology: is an advanced technology involving the fabrication and use of devices so small that the convenient unit of measurement is the nanometer (one thousand-millionth of a meter); or, is the art of manipulating and exploiting the properties of matter at a molecular level. *See Table 12.*

Natatorium: a building containing a swimming pool. *See Table 12.*

NCDENR: The North Carolina Department of the Environment and Natural Resources, or any successor executive agency or agencies having the powers and authority of such department.

Neighborhood General: A Sustainable Zone. *See* Table 1.

Neighborhood Mixed-Use: A Sustainable Zone. *See* Table 1.

Non-residential Uses: uses and building functions other than residential. Vertically integrated residential and Non-residential uses will be considered non-residential for the purposes of the SD Plan and the UDO. *See Article 4.2.2 and Table 12.*

Office: premises available for the transaction of general business, lab and research uses but excluding Retail uses. *See Table 10.*

Open Space ("**OS**"): A Sustainable Zone. *See* Table 1.

Outbuilding: an Accessory Building, usually located toward the rear of the same Lot as a Principal Building, and sometimes connected to the Principal Building by a Backbuilding. *See Table 17.*

Park: a Civic Space type or type of Open Space used for active and/or passive recreation purposes or natural preserve available for unstructured recreation, including all examples in Table 13.

Parking Garage (deck): See Parking Structure.

Parking Management Plan: a plan setting forth various policies and programs intended to optimize the efficient use of parking resources.

Parking Structure: a building containing one or more Stories of parking at, above and/or below grade. A Parking Structure may be stand alone or may be connected to or integrated with other uses. *See Table 12.*

Passage ("**PS**"): a pedestrian connector, open or roofed, that passes between buildings to provide shortcuts through long Blocks and connect rear parking areas to Frontages.

Path ("**PT**"): a pedestrian and/or bicycle way traversing a Park or rural area, with landscape matching the contiguous Neighborhood General (NG) Zone, ideally connecting directly with the urban sidewalk network.

Pattern Book(s): a book or books of text, diagrams and illustrations setting forth the principles of design for Veridea or some portion thereof in order to provide consistencies in characteristic form, massing, composition, style, method, materials, lighting and signage while simultaneously allowing for architectural and aesthetic diversity.

Planter: the element of the Public Frontage, which accommodates street trees and other vegetation, whether continuous or individual.

Plaza: a Civic Space type designed for Civic purposes and Commercial activities in the more urban Sustainable Zones, generally paved and spatially defined by building Frontages.

Power Facility: A facility for the generation of electric or thermal power. *See Table 12.*

Principal Building: the main building on a Lot, usually located toward the Frontage. *See Table 17.*

Principal Entrance: the main point of access for pedestrians into a building.

Principal Frontage: on corner Lots, the Private Frontage designated to bear the address and Principal Entrance to the building, and the measure of minimum Lot width. *See* **Frontage.**

Principle(s): fundamental positions that serve as the foundation for the creation of Veridea.

Private Frontage: the privately held Layer between the Frontage Line and the Principal Building Facade. *See Table 7 and Table 17.*

Project: individual developments within the Veridea Sustainable Development District to which the Sustainable Development Plan applies.

Public Frontage: the area between the Curb of the vehicular lanes and the Frontage Line, possibly containing utility easements, for walkways. *See Table 4A and Table 4B.*

Public Parking Facility: a parking facility that may include decks, structures or lots that may be publicly or privately owned and contain shared spaces available for public use that are not allocated to other residential or non-residential uses within Veridea.

Public School: A school operated by the Wake County Public Schools System, a charter school, or other type of school sanctioned by the State of North Carolina for public instruction and wholly or partially funded by the State and/or Wake County.

Public Space: land accessible to the general public through dedication or easement, but not including street rights of way.

Rear Alley ("**RA**"): a vehicular way, either public or private, located to the rear of Lots providing access to service areas, parking, and Outbuildings and possibly containing utility easements. *See Table 4A and Table 4C.*

Rear Lane ("**RL**"): a vehicular way, either public or private, located to the rear of Lots providing access to service areas, parking, and Outbuildings and containing utility easements. *See Table 4A and Table 4C.*

Rearyard: a building that occupies the full Frontage Line, leaving the rear of the Lot as the sole yard. *See Table 9.* (Var: Townhouse, Apartment House)

Regional Public Transit System: a transit system operated by a public agency that serves a geographic area that extends beyond the jurisdictional limits of the Town of Apex that includes, as one of its elements, a fixed guideway or comparable transit technology.

Renewable Energy Facility: a facility that either: i) generates thermal and/or electric power primarily by the use of a Renewable Energy Resource; ii) uses heat derived primarily from a Renewable Energy Resource to produce electricity or useful, measurable thermal or mechanical energy; iii) is a solar thermal energy facility; iv) specifically allows for co-firing with non-renewable energy resources as long as non-renewable energy resources are not the primary energy source; or v) provides energy storage capacity.

Renewable Energy Resource: a solar electric, solar thermal, wind, hydropower, geothermal, or ocean current or wave energy resource; a biomass resource, including agricultural waste, animal waste, wood waste, spent pulping liquors, combustible residues, combustible liquids, combustible gases, energy crops, or landfill methane; waste heat derived from a renewable energy resource and used to produce electricity or useful, measurable thermal energy; or hydrogen derived from a renewable energy resource. Renewable Energy Resource does not include peat, a fossil fuel, or nuclear energy resource.

Responsible Person: that person identified in the SD Plan and appointed pursuant to UDO 2.3.16 D), or his successors or assigns, to make certain decisions with respect to the SD Plan and the zoning of Veridea. The Responsible Person is sometimes referred to in this SD Plan as the "Developer."

Retail: the sale, (other than wholesale), rental or repair of goods, merchandise and services and food and beverage service and sales.

Retail Kiosk: a place where merchandise and food and drink may be sold or rented. *See Table 12.*

Retail Storage within Retail Spaces: stock rooms and storage areas located within retail spaces. *See Table 12.*

Road ("**RD**"): a local, rural and suburban Thoroughfare of low-to-moderate vehicular speed and capacity. This type is allocated to the more rural, less dense Sustainable Zones (OS-NG). *See Table 3A and Table 4C.*

School Authority: The Wake County Public Schools System or other entity having state-sanctioned authority for public education.

School Dormitory: an educational building or a group of rooms in a building

used for institutional living and sleeping purposes for students. *See Table 12.*

Secondary Frontage: on corner Lots, the Private Frontage that is not the Principal Frontage. As it affects the public realm, its First Layer is regulated. *See Table 17.*

Setback: the area of a Lot measured from the Lot line to a building Facade or Elevation that is maintained clear of permanent structures, with the exception of Encroachments listed in *Article 5.5. See Table 14.g.* (Var: build-to-line.)

Shared Parking Factor: an accounting for parking spaces that are available to more than one Function. *See Table 11.*

Shopfront: a Private Frontage conventional for Retail use, with substantial glazing and sometimes an awning, wherein the Facade is aligned close to the Frontage Line with the building entrance at Sidewalk grade. *See Table 7.*

Shopping Center: a building or multiple buildings consisting of a complex of shops, with interconnecting walkways along with associated parking. *See Table 12.*

Slip Street: an outer vehicular lane or lanes of a Thoroughfare, designed for slow speeds while inner lanes carry higher speed traffic, and that may be separated from them by a planted median. (Syn: access lane, service lane)

Smart Power: the system of generation, transmission, distribution and use of energy through means that both increase efficiency throughout the system and reduce the environmental impact of the cycle of production, delivery and use. The referenced means include development, manufacture and deployment of information technology, engineering, manufacturing, construction techniques, building science, controls, and HVAC and lighting systems. *See Table 12.*

Square: a Civic Space type designed for unstructured recreation and Civic purposes, spatially defined by building Frontages and consisting of Paths, lawns and trees, formally disposed. S*ee Table 13.*

Stoop: a Private Frontage wherein the Facade is aligned close to the Frontage Line with the first Story elevated from the Sidewalk for privacy, with an exterior stair and landing at the entrance. *See Table 7.*

Story: a habitable level within a building, excluding an attic, mezzanine, or raised basement. *See Table 8.* Regardless of the number of stories, maximum height of a multi-story building shall not exceed 400 feet.

Strategy: general approach to achieve desired goals for Veridea.

Street ("**ST**"): a local urban Thoroughfare of low speed and capacity. *See Table 3B and Table 4B*.

Streetscreen: a freestanding wall or a free standing or attached trellis system for supporting plants along the Frontage Line, or coplanar with the Facade. It may mask a parking lot from the Thoroughfare, provide privacy to a side yard, and/or strengthen the spatial definition of the public realm. (Syn:

streetwall.) *See Article 5.5.5f.*

Sustainability: the process and ultimately the benefits of implementing a sustainable development program.

Sustainable: as used within the context of "sustainable development," and as derived from the 1987 Brundtland report: "development that meets the needs of the present without compromising the ability of future generations to meet their own needs". In practice, to develop sustainably is to integrate the economic, social and environmental dimensions to create human habitats that contribute to a quality life now, and in the future based upon an evolution of society, knowledge and technology.

Sustainable Zone: one of several areas described in the SD Plan and shown on the Sustainable Development Concept Map (and thereafter more clearly delineated in subdivision and site plans) analogous to Zoning Districts established under the UDO. Allowable land uses and development regulations applicable to such zones shall be as provided in the SD Plan.

Swale: a low or slightly depressed natural area for drainage.

Thoroughfare: a way for use, including a street, by vehicular and pedestrian traffic and to provide access to Lots and Open Space, consisting of vehicular lanes and the Public Frontage. *See Table 3A, Table 3B, Table 4C and Table 17a.*

Town Standards: any statement, codification or other document setting forth standards, designs, directives or plans for the construction of roads, utilities, parks, public facilities or infrastructure of any nature adopted by the Town of Apex and regulating the development of property and the construction of improvements and infrastructure within the jurisdiction of the Town. Town Standards shall include, but shall not be limited to, the Town of Apex Code of Ordinances, the Apex Unified Development Ordinance, Apex Comprehensive Plan, Apex Watershed Overlay District, Apex 2025 Land Use Plan, Apex Transportation Plans, NC 540 Land Use Plan, the Apex Standard Specifications and Standard Details, Wastewater Master Plan, Water Distribution Master Plan, and the Apex Parks and Recreation Master Plan.

Townhouse: a building that occupies the full Frontage Line, leaving the rear of the Lot as the sole yard. *See* **Rearyard Building.**

Transit Oriented Development ("**TOD**"): those areas within an average 1/2 mile radius or 2640 feet of a transit stop (bus or rail) present or proposed as a Common Destination, as set forth in *Article 5.7.2d.*

Transportation Demand Management ("**TDM**"): is a general term for strategies that result in more efficient use of transportation resources. The strategies include developing comprehensive plans for bus and rail transit, bike/transit integration, car sharing, flex cars, and park and ride resources.

Turning Radius: the curved edge of a Thoroughfare at an intersection, measured at the inside edge of the vehicular tracking. The smaller the Turning

Radius, the shorter the pedestrian crossing distance and the more slowly the vehicle is forced to make the turn. *See Table 3B and Table 17.*

Unified Development Ordinance ("**UDO**"): The Apex Unified Development Ordinance.

Urban Farm: agricultural land used for the production of fruits and vegetables, livestock, poultry or other agricultural products, or some combination thereof, consistent with the requirements and limitations of the UDO**.** *See Table 12 and Table 19.*

Urbanism: collective term for the condition of a compact, Mixed Use settlement, including the physical form of its development and its environmental, functional, economic, and socio-cultural aspects.

Urban Core ("**UC**"): A Sustainable Zone. *See Table 1.*

Vegetable Garden: private agricultural land dedicated to food production to be locally consumed, restricted to back yards. *See Table 12 and Table 19.*

Veridea Sustainable Development Concept Map: the map or set of maps that depicts a concept for the development of a community and the conceptual location of Sustainable Zones and Thoroughfares within it. *See Table 2.*

Veridea Sustainable Development District: the zoning district as depicted by the Veridea Sustainable Development Concept Map and developed in accordance with this SD Plan.

Vertical Farm: agricultural production in buildings not primarily within yards, but as a part of or incidental to inhabited buildings, or as a stand alone feature, utilizing container gardens or boxes, which may be associated with windows, balconies and terraces, or roof gardens.

Village Center ("**VC**"): A Sustainable Zone. *See Table 1.*

Yield: characterizing a Thoroughfare that has two-way traffic but only one effective travel lane because of parked cars, necessitating slow movement and driver negotiation. Also, characterizing parking on such a Thoroughfare.

ARTICLE 2.0 THE DISTRICT

2.1 INTRODUCTION

This Sustainable Development Plan (the "SD Plan") is submitted by the Responsible Person and approved by the Town Council pursuant to UDO 2.3.16 of the Town of Apex (the "Town" or "Apex") with respect to the proposed rezoning of property within the Town for the Sustainable, mixed-use development to be known as "Veridea." The SD Plan and its standards and applicable provisions of the UDO and other Town Ordinances and Town Standards shall authorize, regulate, and control the development of land within Veridea and shall establish the design and form for such development. To the extent that the SD Plan varies from the provisions of the UDO, other Town Ordinances, Town Standards or any document or policy referenced or incorporated therein as they exist on the date of approval of the SD Plan and as they may be amended from time to time by the Town Council, the SD Plan shall control.

2.2 CHANGE OF THE RESPONSIBLE PERSON

Pursuant to UDO 2.3.16 D), the Petition to Amend the Official Zoning District Map requesting the rezoning of Veridea to Sustainable Development Conditional Zoning District SD-CZ identified and appointed Lookout Ventures, Inc. as the Responsible Person for the district. Any successor corporation to Lookout Ventures, Inc. by way of merger or other reorganization shall become Responsible Person for the district, and written notice of such succession shall be provided to the Planning Director. At any time following the rezoning of Veridea as requested, Lookout Ventures, Inc. (or its successor corporation) may appoint another person as the Responsible Person for the district by providing notice of such change in writing to the Planning Director of the Town. In the event of the death, incapacity or dissolution of the Responsible Person without its appointment of a new Responsible Person, a new Responsible Person shall be appointed by the owners of fifty-one percent (51%) of the land comprising Veridea at the time of such appointment and written notice of such appointment shall be provided to the Planning Director.

2.3 AUTHORIZED DEVELOPMENT

No development shall occur within Veridea, or any parcel added to Veridea, except as is specifically authorized by this SD Plan with reference, when appropriate, to the UDO.

2.4 MASTER PROPERTY OWNERS' ASSOCIATION

Prior to the Developer's conveyance of any of the Properties within Veridea by the Developer or its assigns, a Master Property Owners' Association ("MPOA") will be established. Membership in the MPOA will be mandatory for any property owner. The MPOA will be funded by dues to be established in the Declaration or other duly recorded document. The MPOA will be responsible for the enforcement of recorded restrictive covenants and for the maintenance of certain common areas within Veridea, including private Thoroughfares. Subassociations of property owners may be established for individual development tracts within Veridea, which will be responsible for the maintenance of the common area within that specific tract, unless otherwise provided in documents relating to the respective subassociation. Should any subassociation fail to perform its maintenance obligations, the MPOA shall be responsible for such performance within a commercially reasonable timeframe. The Town will maintain all Thoroughfares and any other real property that is properly dedicated to and accepted by the Town.

2.5 DECLARATION OF RESTRICTIVE COVENANTS

Prior to the Developer's conveyance of any property within Veridea subsequent to its rezoning, the Developer shall record in the Wake County Registry with respect to the Development a Declaration of Restrictive Covenants (the "Declaration"), duly executed by the record owner or owners of each parcel included within the Development, stating that the Development is within the zoning jurisdiction of the Town of Apex and is zoned Sustainable Development Conditional Zoning ("SDCZ") District and that (i) the Development and the use of property therein are therefore subject to regulations applicable to the SDCZ District described in Section 2.3.16 of the UDO and other provisions of such Ordinance, a copy of which is available in the Planning Department of the Town of Apex (the "Planning Department") at the Apex Town Hall, 73 Hunter Street, Apex, North Carolina 27502; (ii) the Development and the use of land within the Development are also subject to the terms and provisions of a Sustainable Development Plan approved upon the rezoning of the Development to SDCZ District, a copy of which is available in the Planning Department; (iii) under applicable provisions of the UDO and the aforementioned SD Plan, the Developer, its successors and assigns, as Responsible Person, has the sole authority to make certain decisions with regard to property comprising the Development; and (iv) upon acceptance and recordation of any deed conveying property within Veridea, the grantee or grantees of such deed shall become a member of the Master Property Owners' Association for Veridea established pursuant to Section 2.4 of this Plan and any subassociation established pursuant to such section that relates to the property conveyed in the respective deed. The Declaration shall further provide that (i) each deed conveying land within Veridea recorded subsequent to the recordation of the Declaration shall state that the respective conveyance is subject to the Declaration, but that the failure to include such statement in a deed shall not affect the enforceability of the Declaration with respect to the property conveyed or invalidate the respective conveyance; and (ii) no rezoning petition shall be submitted or proposed with regard to the Development, or any portion thereof, without the written consent of the Developer.

ARTICLE 3.0 GENERAL SUSTAINABILITY STANDARDS AND FURTHER DEVELOPMENT APPROVALS

3.1 PURPOSE OF THE PLAN

3.1.1 The SD Plan has been adopted to facilitate the development of Veridea as a community of safe, healthy, resource efficient and transit-oriented mixed-use Projects planned and developed in accordance with Principles promoting Sustainability. Accordingly, Veridea will be developed in view of the following Guiding Principles:

a. Create economic value
b. Eliminate the concept of waste
c. Insist on a renewable future
d. Create delightful urban places
e. Integrate nature throughout the community

The Guiding Principles for Veridea have been developed in accordance with The Hannover Principles, Design for Sustainability, which was authored by William McDonough and Michael Braungart. The Hannover Principles are as follows:

1. **Insist on rights of humanity and nature to co-exist** in a healthy, supportive, diverse and Sustainable condition.

2. **Recognize interdependence**. The elements of human design interact with and depend upon the natural world, with broad and diverse implications at every scale. Expand design considerations to recognizing even distant effects.

3. **Respect relationships between spirit and matter**. Consider all aspects of human settlement including community, dwelling, industry and trade in terms of existing and evolving connections between spiritual and material consciousness.

4. **Accept responsibility for the consequences of design** decisions upon human well-being, the viability of natural systems and their right to co-exist.

5. **Create safe objects of long-term value**. Do not burden future generations with requirements for maintenance or vigilant administration of potential danger due to the careless creation of products, processes or standards.

6. **Eliminate the concept of waste**. Evaluate and optimize the full life-cycle of products and processes, to approach the state of natural systems, in which there is no waste.

7. **Rely on natural energy flows**. Human designs should, like the living world, derive their creative forces from perpetual solar income. Incorporate this energy efficiently and safely for responsible use.

8. **Understand the limitations of design**. No human creation lasts forever and design does not solve all problems. Those who create and plan should practice humility in the face of nature. Treat nature as a model and mentor, not as an inconvenience to be evaded or controlled.

9. **Seek constant improvement by the sharing of knowledge**. Encourage direct and open communication between colleagues, patrons, manufacturers and users to link long term Sustainable considerations with ethical responsibility, and re-establish the integral relationship between natural processes and human activity.

In addition, the Guiding Principles are grounded in the belief that they can only be achieved through a flexible development plan which recognizes the reality of the time in which elements of the plan are developed. The Guiding Principles will be pursued in an anticipatory manner, one which acknowledges that Veridea will be developed over a sustained period of time and according to evolving criteria that define accepted and attainable Sustainable development practices. The SD Plan establishes a flexible framework of development standards (collectively, the "Sustainability Standards") that, by its very nature, seeks to anticipate future trends and technologies and acknowledges that future technologies and practices are, by definition, evolutionary. Accordingly, an Anticipatory Design process shall be used in the planning and design of Veridea and in the design of specific Projects within Veridea.

3.1.2 In order to achieve these Guiding Principles, Veridea shall be developed as Sustainable Zones, as described in Table 1, in accordance with the SD Plan and the Sustainability Standards. In accordance with UDO 2.3.16 F) 2), Sustainability Standards include natural and cultural resource standards, transportation infrastructure standards, utility infrastructure standards, energy standards, community design standards, and building standards. Additional, modified or elective Sustainability Standards shall be adopted in accordance with UDO 2.3.16 F) 3). Sustainability Standards contemplated for Veridea shall include an Environmental Enhancement Plan and may include additional plans as follows:

Sustainability Standards	Authority	When Adopted
SD Plan	UDO 2.3.16	Rezoning
Environmental Enhancement Plan	UDO 2.3.16 F) 3) b)	Prior to first site plan or subdivision plan
Pattern Book	UDO 2.3.16 F) 3) a)	With first site plan
Transportation Demand Management Plan	UDO 2.3.16 F) 3) a)	With first site plan that deviates from UDO standards related to parking
Parking Management Plan	UDO 2.3.16 F) 3) a)	With first site plan that deviates from UDO standards related to parking

Additional Sustainability Standards	UDO 2.3.16 F) 3) a)	As appropriate, subsequent to rezoning
Elective Sustainability Standards	UDO 2.3.16 F) 3) c)	

Figure 1. Sustainability Standards in Veridea

3.1.3 In addition to the total authorized development authorized by this SD Plan, a minimum of 250 acres of land, in varying locations and varying scales and forms, shall be designated by the Responsible Person during the site plan and subdivision approval process as follows:

a. 100 acres shall be designated for Resource Conservation Area.
b. Sufficient acreage shall be designated to accommodate the recreation requirements specifically set forth in Article 3.4.2.2; and
c. 150 acres less the acreage sufficient to accommodate the recreation requirements of Article 3.4.2.2 shall be designated for Open Space, Public Space, and Civic Space. Civic Buildings dedicated to government, transit or parking and any portion of the respective lot not routinely accessible to the public shall not be included in the acreage designated pursuant to this subsection. Civic Buildings dedicated to arts, culture, education and social activity and any portion of the respective lot routinely accessible to the public shall be included in the acreage designated pursuant to this subsection. Any privately-owned or operated buildings located in an Open Space zone and any portion of the respective lot not routinely accessible to the public shall not be included in the acreage designated pursuant to this subsection.

3.2 SUSTAINABLE FRAMEWORK

3.2.1 The Veridea Sustainable Development District is utilized for Veridea to create a framework for compact and connected Sustainable Urbanism. In view of its scale and the Guiding Principles, the Veridea Sustainable Development District is distinguished from the other districts within the UDO and offers an additional lifestyle choice to Apex for current and future residents. Because technology and the laws and regulations affecting sustainability are evolutionary, the SD Plan recognizes the need to enable Anticipatory Design and to maintain flexibility in order to incorporate and adapt to future best practices.

3.2.2 In view of the Guiding Principles, the Goals of Veridea are intended to capture the spirit and intent of sustainability in order to achieve the following desired results:

a. Economic Value
   i. Create a model community of Sustainable design.

ii. Create a framework for the next generation version of the Research Triangle Park that is a vibrant, urban, mixed-use transit-oriented community.

b. Energy
   i. Pursue renewably sourced energy supplies.
   ii. Maximize energy efficiency.
   iii. Pursue energy opportunities presented by the evolving regulatory landscape and emerging renewable energy technologies.

c. Water
   i. Release to the ecosystem only water that is clean and healthy.
   ii. Treat water as a precious resource by conserving and reusing it to the maximum extent practicable.

d. Community
   i. Create a world class model of a safe, healthy, delightful, Sustainable mixed-use urban environment that enables the community to live, work and play.
   ii. Facilitate a mix of housing types, sizes and tenure options that allow all members of society to remain part of the community throughout the human life cycle.
   iii. Establish a full-service pedestrian-friendly transit-oriented community that respects and encourages wellness and safety.
   iv. Establish a community that respects the history of Apex and compliments and expands its existing community infrastructure.
   v. Set aside Open Space and Civic Space throughout the community.
   vi. Reduce, re-use and recycle construction and demolition materials whenever practicable.

3.3 DEVELOPMENT APPROVALS

3.3.1 Site Plans

a. The approval of site plans within the Development shall comply with the procedures and standards of UDO 2.3.6 except as modified in the SD Plan.

b. Within the Development, notwithstanding any provision of UDO 2.3.6 D) 2), only those individual site plans that propose 100,000 square feet or more of nonresidential floor area or 200 residential units or more shall be considered Major Site Plans and shall be processed and reviewed in accordance with UDO 2.3.6 D) 3). Notwithstanding UDO 2.3.6 D) 2) a), multiple site plan applications within any three year period for one property, or portions of the same property, or neighboring properties if owned by the same entity, shall be considered as individual site plans for the determination of the existence of a Major Site Plan and shall not be considered cumulatively for any purpose. All other site plans within the Development, shall be considered Minor Site Plans and shall be processed and reviewed in accordance with UDO 2.3.6 D) 1).

3.3.2 Subdivision Plans

The approval of subdivision plans shall comply with the procedures and standards of UDO 2.3.7 except as modified in the SD Plan. A minor Subdivision Plan, for the purposes of UDO 2.3.7 G), shall be defined as a division of a tract or parcel into fewer than 200 lots. In approving a major Subdivision Plan, the Town Council shall find that the area of the proposed subdivision will be adequately served by public fire and law enforcement personnel.

3.3.3 Written Statement from Responsible Person Required; Noncompliance

Any site plan or Subdivision Plan submitted to the Town for approval for a Project to be undertaken by a party other than the Responsible Person must be accompanied by a written statement from the Responsible Person indicating its approval of the Project. Such written statement shall also state the authorized development allocated to the Project (i.e., number of dwelling units and/or square feet of non-residential Retail, Office and/or Industrial Uses) as well as the development fee credits, if any, other credits, and/or liabilities and responsibilities assigned to or assumed by the Project.

Any event of non-compliance with any requirement of this SD Plan or the UDO that relates solely to a Project or Projects within Veridea shall not be attributed to Veridea as a whole, but rather shall be attributed only to that Project or Projects, such that any enforcement action taken by the Town shall be limited to the Project or Projects at issue.

In addition to any other remedy that may be available to the Town, if a violation of this SD Plan, Town Standards, Sustainability Standards applicable to Veridea or the UDO remains in existence with respect to a Project or Projects or a distinct area within Veridea after the Town complies with the procedures of UDO 11.5, the Town may withhold the issuing, approving or granting of grading permits, building permits, certificates of compliance or occupancy, site plans, subdivision plans or plats and other permits or approvals for the Project or Projects or distinct area in issue until the non-compliance is corrected and cured.

In addition to any other remedy that may be available to the Town, if a violation of this SD Plan, Town Standards, Sustainability Standards applicable to Veridea or the UDO which applies to Veridea as a whole remains in existence after the Town complies with the procedures of UDO 11.5, the Town may withhold the issuing, approving or granting of grading permits, site plans and subdivision plans or plats throughout Veridea until the non-compliance is corrected and cured.

3.3.4. Additional, Modified and Elective Sustainability Standards

All of the provisions of the SD Plan, including those related to development approvals, may be affected by any standards applicable to SD-CZ districts that may be adopted at any time or from time to time by the Town Council in accordance with UDO 2.3.16 F) 3). Upon the consent of the Responsible Person, any Sustainability Standards adopted or modified by the Town

Council in accordance with the provisions of UDO 2.3.16 F) 3) a), b) or c) shall apply to subsequent site plans and Subdivision Plans and be incorporated into the SD Plan. The Environmental Enhancement Plan shall be the sole required additional Sustainability Standard under this SD Plan and shall be adopted pursuant to UDO 2.3.16 F) 3) b).

3.3.5. Encroachment Agreements

Notwithstanding any other provision in this SD Plan, any encroachment into a Town of Apex right-of-way or easement requires an encroachment and maintenance agreement with the Town before such encroachment is made.

3.4 RESOURCE CONSERVATION – NATURAL AND CULTURAL RESOURCE STANDARDS

3.4.1 General

The natural and cultural resource standards set forth herein, as a component of the Sustainability Standards, provide certain community resources and conserve and protect natural and cultural resources and the quality of the water, land, and air within Veridea.

As set forth in Article 3.1.1 of the SD Plan, Veridea will be developed in view of the Guiding Principles over time according to evolving criteria that will define accepted and attainable sustainable development practices at the time of site plan or Subdivision Plan submission. As set forth in Article 3.1.2 and elsewhere within the SD Plan, Veridea shall include both Open Space, as an independent zone, and Developable Areas, generally identified as Sustainable Development Zones. Accordingly, Environmental and Natural Resource Protection Standards and Community Resource Standards shall vary as to those that apply within the Open Space zones, and those that apply within the Sustainable Development Zones. Further, due to the different levels of development within each Sustainable Development Zone, the Environmental and Natural Resource Protection Standards and Community Resource Standards shall vary with the level of development intensity within each zone. Also as set forth in Article 3.1.1 of the SD Plan, development standards are intended to be flexible in order to anticipate future trends and technologies, and yet acknowledge that future technologies and practices are unknown.

The provisions of Section 9 (d) of Session Law 2006-246, which provide a landward setback of 30 feet for built upon areas adjacent to certain surface waters, shall be applicable to Veridea except to the extent exceptions are granted by the Town Council in accordance with Section 11 (a) of such Session Law. Otherwise, UDO 6.1 shall apply until the Environmental Enhancement Plan is adopted by Town Council in accordance with UDO 2.3.16. F) 3) b).

3.4.2 Community Resource Standards

Veridea will achieve intensity of development within an environment of Sustainability.

3.4.2.1. Parks, Recreation and Open Space

All of the landscape that comprises Veridea will be purposefully designed to achieve a wide range of Goals to achieve Sustainability. The scale of Veridea's Parks will vary from small urban greens and squares, to active recreation areas with playfields, to natural preserve areas conducive to passive recreation. Within each Park, recreation, and open space site setting, appropriate human activity, from the passive to the most active, will be accommodated. Parks may be publicly or privately owned as determined at the time of site plan or Subdivision Plan approval, however only public parks will count toward recreation requirements. As Veridea is developed, land shall be dedicated for parks, recreation, and open space or fees in-lieu paid with respect thereto as contemplated by UDO 7.3.1 and 7.5.9 B). At any time, the Town Council and the Responsible Person may agree upon a plan or plans that deal with parks, recreation and open space for all or any portion of Veridea.

3.4.2.2. Specific Recreation Requirements

In accordance with the above and consistent with other requirements of the SD Plan, the Developer shall, at a minimum, dedicate land parcels to accommodate the following: i) four (4) lighted regulation softball fields in keeping with the standards of the American Softball Association (ASA) Men's Slow-Pitch Open Division; ii) six (6) lighted tennis courts in keeping with the standards of the United States Tennis Association (USTA); iii) a 22,500 square foot community center consistent with phase 1 of the existing community center at 53 Hunter Street, Apex, North Carolina; and iv) a dog park of at least one (1) acre. The Responsible Person shall have the discretion to disperse items i – iv and any part of items i or ii. No later than at the time 1000 residential units have received building permits, the Responsible Person shall submit to the Town Council for approval a Master Parks Plan depicting the location of the land parcels associated with items i, ii, iii and iv. The land parcels for items i, ii, iii, and iv shall be dedicated to the Town no later than at the time 2000 residential units have received building permits. Once the Master Parks Plan has been approved, any portion of the remaining obligation under Article 3.4.2.1. may be satisfied, at the election of the Responsible Person, by the payment of fees in lieu pursuant to UDO 7.3.1, which shall be utilized by the Town as soon as practicable for the foregoing construction of items i, ii, iii and iv.

The Responsible Person shall receive credits from the Town Council against fees in lieu payable under UDO 7.3.1 for the value of any historic or

cultural resource sites or facilities dedicated to and accepted by the Town and for amounts which it expends in developing and improving land for parks, recreation and open space pursuant to the recommendation of the Parks, Recreation and Cultural Resources Advisory Commission and approval by Town Council. Notwithstanding the foregoing sentence, any dedicated historic or cultural resource sites or facilities for which the Responsible Person receives credits against fees in lieu cannot be credited toward the RCA requirement set forth in Article 3.4.3 hereof.

3.4.2.3. Greenways

The Development will provide easements for Town of Apex greenways generally consistent with the current Parks and Recreation Master Plan. To the extent practicable, greenways will be constructed to Town Standards and located along stream corridors and within Open Space and easements. In cases where greenways generally follow public rights-of-way, greenways may be either constructed as a multi-use trail in lieu of a sidewalk, or when located within more urban areas, as pedestrian-oriented streetscapes containing both hardscape elements (including but not limited to sidewalks, decorative lighting, street furniture, and fountains) and street tree plantings which do not have to meet typical island widths or sizes. Greenways may be located within existing and future utility easements. Greenways may be publicly or privately owned as determined at the time of site plan or Subdivision Plan approval. Greenways may be dedicated to the Town as linear Parks, subject to the Town's approval.

3.4.2.4 Public Schools

The Development shall make available for purchase or lease by a School Authority three (3) Public School sites within Veridea, each having a minimum size of five (5) acres. Unless earlier purchased or leased by a School Authority, one (1) of such school sites shall be reserved by the Responsible Person upon the issuance of the 2,000th residential building permit within Veridea, and a similar reservation shall occur on the issuance of each of the 4,000th and 6,000th residential building permit within Veridea. Each area reserved should meet site design standards of a School Authority. Each such reservation shall exist for a period of ten (10) years, and during such period no permanent construction shall occur within the area reserved. The Public Schools constructed upon the areas so reserved shall be of a compact urban form and design appropriate for Veridea and meeting the standards of the State or the School Authority. There may be arrangements with the Town for the shared use of recreational facilities.

3.4.3 Resource Conservation – Environmental and Natural Resource Protection Standards

3.4.3.1 Resource Conservation Area ("RCA")

UDO 8.1, Resource Conservation, and other provisions of the UDO dealing with RCA not otherwise specifically dealt with in this SD Plan shall apply to the Development until the Environmental Enhancement Plan is adopted by Town Council in accordance with UDO 2.3.16.F) 3) b), except as follows:

a. UDO 8.1.2 A) shall apply to the Development as a whole as opposed to individual site plans or Subdivision Plans.

b. UDO 8.1.2 B) 2) f) shall not apply.

c. The maximum impermeable surface area shall be as listed in Table 14.

d. Notwithstanding UDO 8.1.3, Tree and Vegetation Conservation, the requirements for conservation of existing trees and vegetation and new landscaping requirements are set forth in Article 5.9 of the SD Plan.

e. Not including the land parcels to be dedicated to the Town pursuant to SD Plan 3.4.2.2, both: i) Open Space, excluding Civic Buildings and all associated parking, municipal parking lots, and parking associated with Open Space that exceeds the direct needs of such Open Space; and ii) recreation area provided in Public Space or Civic Space within the Development including, but not limited to, open space, pools, tennis courts, tot lots, ball fields, and village greens shall be allowed to be counted as partial credit toward the RCA requirement. The credit for such area shall be 50% of the area provided. (For example, 1 acre of area shall count as 0.5 acres of RCA) In order to qualify as RCA, the area must be located on a lot 0.5 acre or larger in size.

f. Notwithstanding UDO 8.1.2 A) 1) d), the provision of off-site RCA shall be provided at the same rate as the on-site RCA, and off-site RCA may be provided in lieu of on-site RCA.

3.4.3.2 Water

a. Stormwater Management

The Goals of Stormwater Management within Veridea are as follows:

i. Reducing pollutants to protect surface water bodies;
ii. Promoting recharge of ground water resources;
iii. Eliminating flooding within the Development and downstream;
iv. Enhancing safety and aesthetics for the public; and
v. Creating wildlife habitats and educational opportunities.

Specific stormwater management standards, technologies, devices and control structures for the Development shall work interdependently and holistically with the built and natural environment both on-site and off-site. The standards for Veridea's stormwater management shall be in

accordance with Town Standards. Further, to the extent practicable, low impact development ("LID") techniques such as bio-swales, vegetated channels, pervious pavement where appropriate, rainwater harvesting and "green" roofs to convey and treat runoff, may be used within the Development to the maximum extent practicable, based on the best available technology and research at the time of site plan and/or Subdivision Plan submission.

b. Water Conservation

The Goals of water conservation within Veridea are as follows:

i. Reducing per capita water use while retaining attractive landscapes;
ii. Protecting ground and surface water supplies from unsustainable depletion;
iii. Eliminating unnecessary waste in water use practices;
iv. Reducing wastewater treatment volume and associated municipal expenditures; and
v. Promoting the increased use of re-use water for irrigation.

Water conservation standards within the Development shall be in accordance with the Town of Apex Water Conservation Ordinance. Landscape plant materials shall be in accordance with NCDENR or North Carolina Cooperative Extension standards for drought tolerant, native species. Only re-use water, where practicably available, shall be used for landscape irrigation; however, where re-use water is not available, potable water use for landscape irrigation shall be used in accordance with the Town of Apex Water Conservation Ordinance.

c. Surface Water Enhancement

Encroachment on streams and associated riparian buffers will be unavoidable in some places in order to accomplish the Goals in light of the Guiding Principles. However, the Environmental Enhancement Plan, in accordance with 3.4.1 of the SD Plan, will be developed to provide for the protection and enhancement of the aquatic function of the surface water resources within the Development.

The Environmental Enhancement Plan will address surface water enhancement with the following objectives:

i. Maintaining water quality by capturing or controlling sediment, nutrients, and other pollutants to an extent that is equal to or better than would be the case if the encroachments did not occur;
ii. Maintaining the hydraulic conditions downstream to ensure that post-development peak flows do not exceed pre-development flows for the 1-year, 24-hour and 10-year, 24-hour storms, stream

channel stability is maintained or improved, increased sedimentation of the stream bed is avoided, and no increase in downstream flooding occurs;

iii. Maintaining or enhancing the aquatic ecosystem in order to restore or improve biodiversity;
iv. Augmenting low flow in order to improve downstream aquatic habitat;
v. Providing space and ecological conditions that maintain or enhance wildlife habitat and travel corridors;
vi. Constructing wetlands or enhancing naturally occurring wetlands; and
vii. Enhancing public use and enjoyment of the natural systems will be considered during the planning process.

3.4.3.3 Land

a. Sedimentation and Erosion Control

The Goals for sedimentation and erosion control are as follows:

i. Minimize disturbance to vegetation and soils;
ii. Minimize runoff and diversion;
iii. Minimize the need for additional storm drainage facilities;
iv. Reduce sedimentation; and
v. Prompt restoration after land clearing and grading.

Land disturbing activity within the Development shall comply with the Town of Apex Soil Erosion and Sedimentation Control Ordinance, as amended from time to time. The Town's standards related to the design of erosion and sedimentation collection devices for the 25-year storm and for the provision for 3,600 cubic feet per disturbed acre in sediment basins shall be implemented in the Development unless alternative design standards that are the functional equivalent or better are proposed by the Developer and approved by the TRC.

b. Waste Minimization

The Goals of waste minimization within Veridea are as follows:

i. Minimize the volume of demolition and construction waste generated in the Development;
ii. Distinguish between useful or reusable resources in demolition materials and waste materials from demolished buildings; and
iii. Expand the market for recycled construction and demolition materials.

The waste minimization standards shall support the following solid waste goals identified in the Wake County Environmental Stewardship Agenda, adopted by the Wake County Board of Commissioners February 21, 2005

and as may be amended from time to time:

i. Ensuring a solid waste management system for waste reduction, reuse and recycling to the maximum extent practicable;
ii. Providing convenient opportunities for residents, institutions, and businesses to recycle a full range of marketable materials (including yard debris), and to properly dispose of waste requiring special handling (e.g., used motor oil, household hazardous wastes, pesticide containers, automobile batteries, electronic waste, and others);
iii. Offering incentives, disincentives, and policies that motivate residents, businesses, and institutions to reduce and recycle waste, including institution of a countywide construction and demolition debris mandatory recycling ordinance;
iv. Devising an efficient recovery and processing infrastructure with the capacity to collect and divert from disposal all recyclable materials that have reliable market outlets;
v. Supplying accessible, user-friendly information to all citizens on how to reduce and recycle waste in their homes, places of work, and places of learning;
vi. Devising an expanded recycled products purchasing program with formal policies on procurement of products with recycled content and other "green" products by participating Wake local governments; and
vii. Working with Environmental Education and Environmental Information Providers to develop effective programs and services for a variety of County audiences on the importance of reducing, reusing, and recycling solid waste; buying recycled products and creating new and local markets; and reducing personal consumption and/or disposal of material goods and/or packaging.

Specifications of building and site work material may include recycled content requirements consistent with industry standards, including but not limited to, aggregate base and sub-base materials, asphalt, concrete, and finishes.

3.4.3.4 Air

The SD Plan for Veridea is grounded in the belief that the most effective planning Strategy to reduce greenhouse gas emissions is the pursuit of a dense, mixed-use, walkable and ultimately transit-oriented development. Greenhouse gas emissions are associated with both transportation and the total energy demands of the built environment. By targeting the expected growth within an area that can be served best by the municipality's ability to provide and afford municipal services, by balancing the land uses within the community, and by designing the community in conjunction with multi-modal transportation, a walkable, livable community such as Veridea can be created as a model of Sustainability.

Further, the creation of such a community concentrates development and attracts development that otherwise would occur outside of Veridea in a

sprawl-like manner that is inherently less Sustainable.

The SD Plan recognizes that the technologies and practices associated with the reduction of greenhouse gas emissions are evolving. Accordingly, in recognition of the impacts of greenhouse gas emissions and in an effort to minimize such emissions, transportation planning at all scales shall be approached and implemented in a manner that encourages the pattern of development defined within the Sustainable Development Plan.

The Goals for Air Quality within Veridea are as follows:

a. Establish a connected circulation plan that uses an integrated network of Thoroughfares, sidewalks, and paths linked to land uses with convenient access to alternative modes of travel including rail, bus, and walking to increase community internal trip capture and reduce vehicular trip generation and vehicle miles traveled in order to lower overall emissions and traffic congestion in otherwise heavily traveled areas.

b. Incorporate Transit Oriented Development in conjunction with a parking management Strategy within a mixed-use community, linked to a growth area to increase pedestrian and bicycle traffic, and transit share while reducing vehicle miles traveled.

c. Provide open space and landscaping within the Development to maintain a significant carbon absorbing medium.

d. To the extent practicable, comply with applicable EPA emission goals for the operation of non-road diesel engines.

3.5 TRANSPORTATION INFRASTRUCTURE STANDARDS

3.5.1 General

The transportation infrastructure standards set forth herein, a component of the Sustainability Standards, shall adhere to the Principles described and depicted throughout this Sustainable Development Plan.

Transit Oriented Development in conjunction with a parking management Strategy within a mixed-use community, linked to a growth area, has been proven to be very effective in increasing pedestrian and bicycle traffic and transit share while reducing vehicle trips and vehicle miles traveled. By establishing a connected circulation plan that uses an integrated network of Thoroughfares, sidewalks, and paths linked to land uses with convenient access to alternative modes of travel including rail, bus, and walking, community internal trip capture is significantly increased. One significant advantage of Sustainable Urbanism is that it reduces sprawl and the need to drive. Reduction in vehicular trip

generation and vehicle miles traveled lowers overall emissions and limits traffic congestion in otherwise heavily traveled areas. A second significant advantage of a connected circulation plan is that public safety is enhanced when the plan is based upon an integrated network of Thoroughfares that provides alternative routes from one destination to another, and that is designed to industry recognized criteria to reduce the performance speed of Thoroughfares and provides enhanced pedestrian safety.

a. Transportation Demand Management Plan

The SD Plan incorporates TDM strategies into the plan. The SD Plan provides for a compact mixed-use development with an efficient, connected multi-modal transportation network, key components of any TDM plan. The integration of land use and transportation decisions increases travel efficiencies and change travel behavior. This results in less auto dependence and an increase in use of other modes of transportation. TDM strategies will be applied to all levels of the land development process including long-range actions implemented after the land is developed. The Responsible Person shall prepare a Transportation Demand Management Plan outlining transportation options and incentives to be reviewed and, if feasible, developed, and setting the strategic framework for implementation. The options to be reviewed include:

i) Ridesharing;

ii) Telecommuting/flex time;

iii) Bicycle and pedestrian planning;

iv) Park and ride facilities;

v) Parking management;

vi) Shuttle bus;

vii) Bus/bus rapid transit;

viii) Car sharing; and

ix) Regional public transit.

The TDM Plan shall be submitted by the Responsible Person for approval by the Town, in accordance with UDO 2.3.16 F) 3) a) prior to or concurrent with the submittal of the first site plan that varies any standards related to parking set forth in the UDO. In accordance with UDO 2.3.16 F) 3) a) and the provisions of UDO 2.3.2 applicable to amendment to text, the TDM Plan may be updated or modified as the build-out of the Development occurs. Because preparation of the TDM Plan is triggered by the occurrence of development within Veridea, the TDM Plan is not required for the purposes of UDO 2.3.16 F) 3) b).

Parking planning and management refers to various policies and programs that result in more efficient use of parking resources. It recognizes that too much parking supply can be as damaging as too little and seeks to provide an optimal parking supply. A Parking Management Plan will be utilized in the B-Grid and

NG Zones. The plan shall address spillover parking for Commercial uses when located near single family development. The plan shall be submitted or updated as needed for site plans in the B-Grid and NG Zones.

3.5.2 Alternative Thoroughfare Standards

a. Thoroughfares shall conform to the *Apex Transportation Plan* to provide for the appropriate projection of principal streets in surrounding areas to permit reasonable access for surrounding properties. The exact placement of the streets and Thoroughfares within the plan may be adjusted. In areas within the Development, Thoroughfares shall be designed and located in proper relation to existing and proposed streets, to the topography of the area, and to natural features.
b. Thoroughfares in their construction shall conform to Town Standards except as noted within the SD Plan. Exceptions to Town Standards set forth in the SD Plan may be used by right, as an alternative to the Town Standards available. Exceptions are as listed hereafter or as provided elsewhere in this SD Plan:

    i. Section 3 *Streets of the Standard Specifications* shall apply except for the dimensional and other standards of 3.02b *Pavement & Right-of-Way Widths*, 3.02d *Radii of Curvature* and 3.02e Tangents, all of which shall be modified by the SD Plan, including but not limited to Tables 3A, 3B, 4A, 4B, and 4C, subject to TRC review and approval as to their application within the site plans or Subdivision Plans.
    ii. The dimensional standards of Standard Detail Number 3.01 *Street Typical Sections*, Sheets 1 through 4 shall be modified by this Sustainable Development Plan and Tables 3A, subject to TRC review and approval as to their application within the site plans or Subdivision Plans.
    iii. The location of utilities as shown on Standard Detail Number 3.10 *Standard Street Cross Section Showing Utility Locations* may be adjusted to permit street trees and utility locations in the Rear Alleys and Rear Lanes. Due to the anticipatory nature of the design of the Development, additional utilities, both public and private, may be incorporated into the right-of-way as the technology becomes available. Regulated utilities shall be permitted within the Thoroughfare right-of-way to include the District Utility Zone as illustrated in Table 4D.
c. In the event that Thoroughfares as identified in Table 4C do not meet the approval of the North Carolina Department of Transportation (“NCDOT”) for the design of thoroughfares under NCDOT’s jurisdiction, an alternative acceptable to the Responsible Person, the TRC and NCDOT may be utilized.
d. Thoroughfares shall be included as part of each Sustainable Zone.

e. Thoroughfares should be laid out in such manner as to encourage the flow of vehicle traffic at very low to low design speed, except upon major Thoroughfares, and to encourage pedestrian circulation. Public Sidewalks shall be required along all public streets except when the TRC approves an alternative plan during the site plan and construction plan review process upon its determination that the alternative plan, viewed in the context of surrounding development, adequately accommodates pedestrian connectivity. The street classifications shown on Tables 4B and 4C shall be used as guidance for sidewalk placement when possible. If determined by the TRC to provide an equal or better pedestrian system, Bicycle Trails may be allowed in lieu of some sidewalks within the Development. In addition to the requirements of Articles 3.5.1 and 3.5.2.b, the layout of thoroughfares and intersections will reasonably allow for emergency vehicle access. This may require an evaluation of emergency routes and turning radii during the site and construction plan review process. The TRC may consider alternative design elements and refer to third party published sources of information in order to minimize impacts to the intended character of the Development while accommodating emergency vehicles.

f. Private Thoroughfares and sidewalks may be allowed for Commercial, Manufacturing, and multi-family residential uses that conform to widths shown in Tables 4B and 4C, provided however that a five (5) foot public access easement will be provided on all private sidewalks fronting public Thoroughfares.

g. Rear Alleys and Rear Lanes shall be allowed that conform to widths shown in Tables 4B and 4C. Where required for public access and public utilities, continuous and/or crossing easements shall be provided for private Thoroughfares and/or sidewalks.

h. Right-of-way widths may be adjusted to the back of curbs during the site plan and construction plan review process. If the right-of-way does not extend beyond the back of curbs, public access and utility easements shall be provided to cover areas along the public street and Thoroughfare that allow for safe and adequate pedestrian flow and maintenance areas.

i. Design Standards for thoroughfare assemblies with reverse curves shall comply with the AASHTO Policy on Geometric Design of Highways and Streets, latest edition.

j. Thoroughfare standards may, at the election of the Responsible Person, include additional or elective regulations and standards, if any, adopted at any time and from time to time by Town Council in accordance with UDO 2.3.16 F) 3) a) or 2.3.16 F) 3) c).

3.5.3 Traffic

a. The Development and each Project will be designed to:
    i. Reduce vehicle miles traveled;
    ii. Increase share of alternative modes of transportation;
    iii. Reduce external trips; and

iv. Facilitate and encourage pedestrian and bicycle traffic.

b. Master Traffic Impact Analysis: A Master Traffic Impact Analysis ("Master TIA") will be prepared for Veridea. The Master TIA will address the maximum densities and allowable building square footage of various uses in the SD Plan along with recommended off-site thoroughfare improvements at the build-out of Veridea. Thoroughfare and associated improvements beyond those recommended in the Master TIA that are outside of the study area will be the responsibility of other developers or entities. Thoroughfare and associated improvements required as a direct result of other developments or background growth outside the scope of the Master TIA shall not be the responsibility of the Developer. However, internal improvements needed to serve site plans within Veridea will be identified when additional analyses are conducted.

The Developer shall provide Thoroughfare and associated improvements as recommended in the Master TIA. Additional traffic impact analyses ("TIAs") will be conducted for each major site plan or major Subdivision Plan required to serve Veridea, and Section 13.19 of the UDO shall be used as a guide for preparing the TIAs. TIAs shall be performed only for projects meeting the major site or subdivision plan threshold set forth in Article 3.3.1.b hereof. The study area of each TIA shall encompass all necessary street intersections internal to the Development but shall rely on the Master TIA for improvements along NC 55 and the proposed interchanges on the Triangle Expressway and US 1 external to the Development.

The Town shall have no obligation to provide financial assistance for the planning, design, permitting, acquisition of right of way, or construction of the following roadway improvements: i) those identified in the Master TIA; ii) those identified in the Article 3.5.5.a-g hereof; and iii) those identified in subsequent TIAs for each major site plan or major Subdivision Plan. Notwithstanding the foregoing, it is acknowledged that the Town may provide right of way that it currently owns for the new US 1 Interchange identified in the Master TIA and shown on the Town's Thoroughfare Plan.

c. Public Transit: A Regional Public Transit System may be accommodated and encouraged within the Development. Bus circulation shall be accommodated and encouraged within the Development. Optimally, the pedestrian network will provide direct pedestrian links from the proposed residential units, Offices and other commercial buildings to designated transit stops. Triangle Transit standards for bus stop amenities shall serve as a guideline. Access to the Regional Public Transit System by the adjacent pedestrian and bicycle network and park and ride facilities is an important component of the transit system. As noted in SD Plan 3.5.1.a, the TDM Plan will address bicycle and pedestrian planning as well as park and ride facilities.

d. Land Reservation: Land shall be reserved for the future Regional Public Transit System within Veridea. With regard to the Regional Public Transit System alignment and associated rights of way ("ROW") outside of Veridea, the location along Veridea's perimeter where the Regional Public Transit System will enter and exit Veridea in the vicinity of the interchange of US 1 with the Triangle Expressway will be determined by Triangle Transit, and/or other regional transit organization, and/or the Town. As Veridea is developed, site plans and Subdivision Plans will be shared with Triangle Transit, and/or other relevant regional transit organization, to assist such entities in the planning for and selection of the final alignment of the Regional Public Transit System.

The reservation of land to accommodate the Regional Public Transit System will be made as follows:

i. Land shall be reserved in a manner consistent with the development pattern of the Sustainability Zone in which it resides, and may overlap dedications made for other public uses such as Thoroughfares and utilities as long as the overlap is not contrary to sound planning and engineering practice that ensures that the reservation and dedication are sufficient for all planned infrastructure;
ii. Reservation shall include an area for transit station functions which shall be located within a UC zone, and shall be reserved in a manner that is in keeping with an urban development pattern of that zone as defined by the SD Plan, and may overlap reservations and, dedications made for other public uses such as Thoroughfares and utilities as long as the overlap is not contrary to sound planning and engineering practice that ensures that the reservation and dedication are sufficient for all planned infrastructure;
iii. Determination of the form, character, location, and relationship to adjacent development, relationship to other reservations and/or dedications and dimensions shall occur during site planning jointly by the Responsible Person, the TRC or Town Council, as appropriate.
iv. The reservation of land will prohibit permanent development within the designated reserve area until 2035 at which time, if there are no plans that financially commit the Triangle Transit, and/or other regional transit organization, and/or the Town to implement a regional rail plan that includes the Development, the Responsible Person may consider the reservation null and void.
v. Land reserved hereunder will be dedicated to Triangle Transit, and/or other regional transit organization, and/or the Town once the applicable entity secures funding and commits to construct the Regional Public Transit System within the Development.

vi. Buildout of any of single land use of the three (3) uses identified in Article 4.2.2.b.i-iii shall not exceed 85% of the total authorized development for the respective use, unless Town Council otherwise approves in accordance with UDO 2.3.16 F) 3) a), until the commencement of a Regional Public Transit System that will serve Veridea.

3.5.4 Schedule of Installation

Transportation infrastructure shall be completed in accordance with UDO 7.5.9. For the purposes of UDO 7.5.9, vertically-integrated residential and non-residential uses will be considered non-residential.

3.5.5 Phasing of Traffic Infrastructure

Traffic infrastructure shall be developed as build-out of Veridea occurs, as set forth herein. Percent build-out of "any single land use" refers to a percentage of building permits for residential dwelling units or certificates of occupancy for non-residential uses for the three (3) different uses identified in Article 4.2.2.b.i– iii hereof.

a. NC 55 at US 1 Northbound Ramps

Veridea shall not exceed 10% build-out of any single land use until the northbound inside right turn lane on NC 55 at US 1 is extended back to the intersection with Lufkin Road.

b. NC 55 at Lufkin Road

Veridea shall not exceed 10% build-out of any single land use until the third (3rd) northbound through lane on NC 55, starting at least 500 feet in advance of Lufkin Road, is constructed.

c. NC 55 at Lufkin Road Connector (Pristine Water Drive)/Site Access 1

Access shall not be granted to NC 55 through the fourth leg of the intersection across from the Lufkin Road Connector/Pristine Water Drive (Site Access 1) until the Lufkin Road Connector and Pristine Water Drive are complete and open to traffic. The Lufkin Road Connector includes a new location extension to Lufkin Rd and paving of Pristine Water Dr with improvements according to the Master Traffic Impact Analysis (Master TIA) including a landscaped median-divided cross section on NC 55 with a traffic signal.

d. Site Access 2, 3, 4, 5, 6, and 7

Access shall not be granted to NC 55 through Site Access 2, 3, 4, 5, 6, or 7 until improvements according to the Master TIA at the corresponding access are constructed including a landscaped median-divided cross section on NC 55.

e. NC 55 at Jessie Drive Extension

Access shall not be granted to NC 55 through Jessie Drive extension until improvements for Veridea according to the Master TIA are constructed including a landscaped median-divided cross section on NC 55 and a traffic signal.

f. NC 55 at Technology Drive

Access shall not be granted to NC 55 through Technology Drive until Technology Drive is widened to four-lane divided roadway and the departing second (2nd) eastbound through lane along NC 55 Business is constructed for a minimum of 1000 feet prior to the lane drop. In addition, access shall not be granted to NC 55 through Technology Drive until a second (2nd) northbound left turn lane and second (2nd) southbound left turn lane on NC 55 is open to traffic.

g. Perry Road at US 1 Interchange and Old Holly Springs Apex Road at Triangle Expressway Interchange

i. Veridea shall not exceed 15% build-out of any single land use until either the interchange of Perry Road at US 1 or the interchange of Old Holly Springs Apex Road at Triangle Expressway is open to traffic.

ii. Veridea shall not exceed 50% build-out of any single land use until both the interchange of Perry Road at US 1 and the interchange of Old Holly Springs Apex Road at Triangle Expressway are open to traffic.

iii. The Responsible Person shall coordinate with the NC Department of Transportation (NCDOT) and the Town of Apex to determine the appropriate phasing of completion of the ultimate lane geometry and signalization at the ramp termini as recommended in the Master TIA. The phasing plan for the ultimate build-out of improvements shall be determined through subsequent site plan and subdivision plan TIAs referenced by 3.5.3.b.

3.6 UTILITY INFRASTRUCTURE STANDARDS

3.6.1 General

Water and sanitary sewer lines with connections to municipal systems, adequate drainage system for the proper drainage of all surface water, and dry utilities, including but not limited to, electrical distribution, natural gas, and telecommunication lines shall be provided in accordance with the Town Standards, unless otherwise noted in Article 3.6.2. Dry utilities, wherever practicable, shall be installed underground.

3.6.2 Alternative Utility Standards

a. At the election of the Responsible Person, standards and requirements applicable to utilities in the Development may include any additional Sustainability Standards adopted by the Town Council in accordance with UDO 2.3.16 F) 3) a) or 2.3.16 F) 3) c).
b. Easement encroachments and shared use easements shall be allowed with the approval of the Town Council to minimize land disturbance and Thoroughfare sections, to encourage joint trenching agreements, and to maximize the beneficial use of easements for greenway trails at the time of site plan and Subdivision Plan submittal.

3.6.3 Schedule of Installation

Utility infrastructure shall be completed in accordance UDO 7.5.9. For the purposes of UDO 7.5.9, vertically-integrated residential and non-residential uses will be considered non-residential.

3.6.4 Regional Utility Standards

a. Potable Water
It is anticipated that off-site extension of existing potable water mains will be required. Within the Development, a network of potable water mains will be required. Potable water infrastructure for the Development shall be in accordance with the Town's Water Distribution System Master Plan and Cross Connection Control Ordinance (Sec. 12-156 through 166), as amended from time to time.
b. Reclaimed Water
The Developer may request that the Town apply to NCDENR for conjunctive systems permit in order to modify the Middle Creek Water Reclamation Facility ("WRF") to provide a source of reclaimed water for use within the Development. If such permit is issued, then water re-use distribution infrastructure may be provided within the Development to provide a circulation network of water for non-potable uses, including fire suppression. Standards and specifications related to reclaimed water shall comply with rules and regulations as promulgated, established and interpreted by NCDENR and Town Standards, if any. It is anticipated that any reclaimed water that is not consumed in the reuse options available will be discharged within the Development in accordance with applicable law and regulation.

If and when the Town adopts standards for the permitting, construction, modification and operation of reclaimed water distribution lines, the Town shall work cooperatively with Veridea to ensure that the standards allow for all actual or planned for uses within the Development. Should public reuse water become available to the Development through the Town of Apex, the Town specifications and details will be the authority for design, ownership and maintenance issues within Town right-of-way.

c. Sanitary Sewer
In all cases, Veridea shall follow the Town's Wastewater Master Plan, as may be amended from time to time. If a conjunctive systems permit is issued for the Middle Creek WRF as set forth in 3.6.4.b hereof, then the Town's Wastewater Master Plan may be amended to allow for wastewater generated within the Development to discharge to the Middle Creek WRF. If a conjunctive systems permit is not issued for the Middle Creek WRF, then wastewater generated within the Development shall be treated in accordance with the Town's Wastewater Master Plan.

d. Electric and Thermal
If a Renewable Energy Facility is available, distribution lines may be provided to provide an alternate source to meet power and thermal demands within the Development.

3.7 ENERGY STANDARDS

3.7.1 Renewable Energy

The Goals for the use of Renewable Energy Facilities and Renewable Energy Resources within Veridea are as follows:

i. Removing regulatory obstacles and adopting streamlined processes for the installation and safe interconnection of renewable energy technologies;
ii. Creating a receptive environment for innovative uses of Renewable Energy Facilities;
iii. Providing for use of shared non-polluting Renewable Energy Resources to reduce climate change and greenhouse gas emissions; and,
iv. Enhancing the opportunity for increased development of Renewable Energy Facilities and Renewable Energy Resources in the future to increase energy independence;

The use of Renewable Energy Facilities shall be allowed. Renewable energy standards, a component of the Sustainability Standards, shall be consistent with generally accepted industry standards and best practices, recognizing that relevant technology and standards are evolving. Such standards include, but are not limited to, priorities, standards, and practices developed by entities such as the American Society of Heating, Refrigerating and Air-Conditioning Engineers ("ASHRAE"), Environmental Protection Agency ("EPA"), and the Department of Energy ("DOE"), and requirements for interconnection and other associated safety metrics.

3.7.2 Energy Efficiency

The goals for energy efficiency within Veridea are as follows:

i. Encourage the use of energy efficient technologies and design to fully maximize the use of existing generation capacity;
ii. Encourage environmental stewardship through reduction in energy use;
iii. Encourage local investment in efficiency as a substitute for out-of-state resources;
iv. Promote an overall reduction in energy demand to ensure reliability of supply in the face of increased population and to preserve affordability in the face of rising costs imposed by carbon constraints; and
v. The improvement of energy performance by 20% compared to baseline building performance ratings per ASHRAE/ IESNA Standard 90.1-2004.

The use of technologies and designs intended to maximize energy efficiency shall be consistent with generally accepted industry standards and best practices, recognizing that relevant technology and standards are evolving. Such standards include, but are not limited to guidelines developed by the US Green Building Council (USGBC), ASHRAE, EPA, and DOE.

3.8 NO OBLIGATION

3.8.1 No Obligation

Nothing in this SD Plan obligates the Town to provide any financial assistance with respect to any infrastructure or improvements referenced herein, nor shall it prohibit the Town from doing so.

ARTICLE 4.0 COMMUNITY DESIGN STANDARDS

4.1 GENERAL

4.1.1 Development shall comply with the community design standards, a component of the Sustainability Standards, set forth in this Article.

4.1.2 Subdivision Plans and site plans shall be prepared in accordance with the SD Plan.

4.1.3 Site plans and Subdivision Plans shall designate areas and elements as follows:

a. Sustainable Zones:
   i. **OS** Open Space
   ii. **NG** Neighborhood General
   iii. **NM** Neighborhood Mixed-Use
   iv. **VC** Village Center
   v. **UC** Urban Core
b. Civic Uses; and
c. Thoroughfares.

The respective Sustainable Zones are described in Table 1.

4.1.4 It is possible that as the build out of the Development occurs, the Town Council may adopt elective regulations and standards applicable to SD-CZ districts pursuant to UDO 2.3.16 F) 3) c).

4.1.5 Open Space is one of the Sustainable Zones, and will exist both as an independent Zone as well as being integrated into and completely surrounded by other Sustainable Zones.

4.2 VERIDEA SUSTAINABLE DEVELOPMENT CONCEPT MAP

4.2.1 Veridea Sustainable Development Concept Map

Table 2 contains the Veridea Sustainable Development Concept Map (Concept Map), which depicts a concept for the development of Veridea and the conceptual location of its Sustainable Zones. The Concept Map depicts the configuration of land uses believed to be appropriate for Veridea. However, based on future planning, market and demographic conditions, the Sustainable Zones may be located anywhere within the Development as determined by the Responsible Person. The Responsible Person may revise the Concept Map from time to time and shall provide the TRC with a copy of each revision. The development of Veridea shall include the following minimum acreages with respect to the Sustainable Zones noted:

NG	Neighborhood General	75 acres
NM	Neighborhood Mixed-Use	50 acres
VC	Village Center	215 acres
UC	Urban Core	135 acres

The VC and UC Zones shall contain a minimum of 150 acres allocated as A-Grid Zones. Further, a minimum of 250 acres within Veridea shall be designated as provided in Article 3.1.3 hereof.

4.2.2 Land Use Locations and Densities

a. Land uses and Densities allowed in each Sustainable Zone are set forth in Article 7 Tables. Such land uses can be located anywhere within the respective Sustainable Zones.
b. For purposes of the SD Plan, Density is expressed in terms of housing units per acre for residential uses and as FAR for other uses as specified for the area of each respective Sustainable Zone in Table 14. The FAR for each Sustainable Zone is set as an average Density for the zone. Areas designated for Open Space, utilities infrastructure, Thoroughfares and other transportation infrastructure, such as a Regional Public Transit System, may be allocated from time to time by the Responsible Person to any other area or areas for the purpose of calculating authorized Density for the area or areas receiving the allocation. The Responsible Person shall have the authority to reallocate the authorized square footage numbers of the Non-residential Uses within Article 4.2.2.b.ii and iii on a square foot-for-square foot basis; provided, however, that the Responsible Person may only increase or decrease the Retail square footage by up to 20% subject to the limitation that the reallocation shall not result in a total daily vehicular trip generation for Veridea that exceeds the maximum daily vehicular trip generation that served as the basis for the Master TIA. Any further increase related to retail must be approved by Town Council in accordance with UDO 2.3.16 F) 3) a. In addition to the total authorized development provided below, Public, Civic, Utilities, Recreational and Lodging Uses are authorized to support the total authorized development set forth in Article 4.2.2.b.i, ii, and iii. In the event that additional parcels are incorporated into the Veridea Sustainable Development District, the total authorized development hereinafter provided shall be adjusted in accordance with UDO 2.3.16 D).

The total authorized development for the Development shall be as follows:

i.	Authorized Number of Dwelling Units (all types)	8,000
ii.	Authorized Retail Uses (gross leasable area)	3,500,000 Square Feet
iii.	Authorized Office and Industrial Uses (gross floor area)	12,000,000 Square Feet

4.2.3 The Sustainable Development Concept Map designates VC and UC zones as being either A-Grid or B-Grid. Subsequent approved site plans and Subdivision Plans shall confirm or modify such zones as called for in the SD Plan, and shall designate Thoroughfares within the VC and UC zones as being either A-Grid or B-Grid.

a. Buildings and frontages along the A-Grids shall reflect multi-modal and pedestrian standards of the SD Plan supporting pedestrian activity.

Thoroughfares within an A-Grid Zone may be developed according to B-Grid standards subject to the following special and limiting conditions:

i. Transition conditions within A-Grid Zones to adjacent B- Grid Zones; and

ii. Small internal Thoroughfares of limited length to respond to a specific condition of the site or a use. Notwithstanding these special and limiting conditions, no more than 15% of the aggregate length of Thoroughfares within an A-Grid Zone may be designated as a B-Grid and follow B-Grid standards. Location and other specifics of such B-Grid Thoroughfares shall be addressed within site plans.

b. Buildings and frontages along the B-Grids may reflect automobile- oriented standards. B-Grids may be developed in whole or in part to A-Grid standards. It is the goal that B-Grid zones eventually become redeveloped as A-Grids. Therefore, site plans for B-Grids shall reflect in their planning and site engineering this goal by:

i. Establishing a B-Grid Thoroughfare grid and therefore a block layout that can be redeveloped into smaller blocks exhibiting the characteristics of an A-Grid;
ii. Establishing the B-Grid Thoroughfares in such a manner that they can be redeveloped into A-Grid Thoroughfares and frontages; and
iii. Locating utilities and site features so that they will not prohibit the establishment of an A-Grid development pattern, and do so without significant redesign or cost impacts. Site plans for B- Grid zones shall depict both the B-Grid configuration, and conceptually reflect how the B-Grid configuration may be redeveloped into an A-Grid.

4.2.4. Development Thresholds

In order to create and maintain a mix of uses as the buildout of Veridea occurs, the following requirements shall be applicable to development within Veridea, unless otherwise provided by the Town Council at the request of the Responsible Person:

Threshold 1: Certificates of Occupancy shall not be issued for more than 10% (1,200,000 sf) of the total authorized Office and/or Industrial square footage or more than 20% (700,000 sf) of the total authorized Retail square footage unless and until building permits have been issued for dwelling units. Similarly, building permits for no more than 20% (1,600 units) of the total authorized dwelling units can be issued until Certificates of Occupancy have been issued for at least 2% (70,000 sf) of the total authorized retail square footage and 2% (240,000 sf) of the total authorized Office and/or Industrial square footage.

Threshold 2: Certificates of Occupancy shall not be issued for more than 25% (3,000,000 sf) of the total authorized Office and/or Industrial square footage or more than 50% (1,750,000 sf) of the total authorized Retail square footage until building permits have been issued for at least 5% (400 units) of the total authorized dwelling units. Similarly, building permits for no more than 37.5%(3,000 units) of the total authorized dwelling units can be issued until Certificates of Occupancy have been issued for at least 10% (350,000 sf) of the total authorized Retail square footage and 5% (600,000 sf) of the total authorized Office and/or Industrial square footage.

Threshold 3: Certificates of Occupancy shall not be issued for more than 50% (6,000,000 sf) of the total authorized Office and/or Industrial square footage or more than 60% (2,100,000 sf) of the total authorized Retail square footage until building permits have been issued for at least 15% (1,200 units) of the total authorized dwelling units. Similarly, building permits for no more than 60% (4,800 units) of the total authorized dwelling units can be issued until Certificates of Occupancy have been issued for at least 25% (875,000 sf) of the total authorized Retail square footage and 10% (1,200,000 sf) of the total authorized Office and/or Industrial square footage.

Threshold 4: Certificates of Occupancy shall not be issued for more than 70% (8,400,000 sf) of the total authorized Office and/or Industrial square footage or more than 80% (2,800,000 sf) of the total authorized Retail square footage until building permits have been issued for at least 40% (3,200 units) of the total authorized dwelling units. Similarly, building permits for no more than 80% (6,400 units) of the total authorized dwelling units can be issued until Certificates of Occupancy have been issued for at least 40% (1,400,000 sf) of the total authorized Retail square footage and 25% (3,000,000 sf) of the total authorized Office and/or Industrial square footage.

Threshold 5: Certificates of Occupancy shall not be issued for more than 85% (10,200,000 sf) of the total authorized Office and/or Industrial square footage (or more than 85% (2,975,000 sf) of the total authorized Retail square footage until building permits have been issued for at least 50% (4,000 units) of the total authorized dwelling units. Similarly, building permits for no more than 85% (6,800 units) of the total authorized dwelling units can be issued until Certificates of Occupancy have been issued for at least 50% (1,750,000 sf) of the total authorized Retail square footage and 40% (4,800,000 sf) of the total authorized Office and/or Industrial square footage.

Threshold 6: See the requirements set forth in SD Plan 3.5.3.d.vi and 4.2.2.b.

The foregoing requirements are illustrated by the tables below:

RESIDENTIAL CONTROL

	Minimum Required	
DU BP's	**Retail SF C/O's**	**O&I SF C/O's**
1 - 1,600	0	0
1,601 - 3,000	70,000	240,000
3,001 - 4,800	350,000	600,000
4,801 - 6,400	875,000	1,200,000
6,401 - 6,800	1,400,000	3,000,000
6,801 - 8,000	1,750,000	4,800,000

RETAIL CONTROL

	Minimum Required	
Retail SF C/O's	**DU BP's**	**O&I SF C/O's**
0 - 700,000	0	0
700,001 - 1,750,000	1	0
1,750,001 - 2,100,000	400	0
2,100,001 - 2,800,000	1,200	0
2,800,001 - 2,975,000	3,200	240,000
2,975,001 - 3,500,000	4,000	240,000

O&I CONTROL

	Minimum Required	
O&I SF C/O's	**DU BP's**	**Retail SF C/O's**
0 - 1,200,000	0	0
1,200,001 - 3,000,000	1	0
3,000,001 - 6,000,000	400	0
6,000,001 - 8,400,000	1,200	0
8,400,001 - 10,200,000	3,200	70,000
10,200,001 - 12,000,000	4,000	70,000

Although the foregoing tables are intended to illustrate the preceding text, the text shall control the construction of this Article 4.2.4.

4.3 SUSTAINABLE ZONES

4.3.1 Sustainable Zones, as shown on the Sustainable Development Concept Map shall have the character described in Table 1.

4.3.2 Open Space (OS) consists of lands approximating or reverting to a natural condition and farmland, parks, greenways, Civic Uses, utility corridors and easements, and waterways or water bodies, including lands unsuitable for development due to topography, hydrology and/or vegetation.

a. Open Space includes areas protected by law or regulation, as well as land designated for conservation.
b. Open Space shall be identified in site and Subdivision Plans approved for the Development. Upon the approval of a subdivision or site plan designating an area Open Space, such area may be conveyed in fee or by easement to (i) an entity created by law to hold interests in property designated for conservation purposes, or (ii) to a property owners association formed, in part, for such purpose, or (iii) to a public entity.
c. Land area within Open Space may be used in calculating the Density of a Project.
d. Open Space is an independent Sustainable Zone and will also be integrated into other Sustainable Zones.

4.3.3 Neighborhood General (NG) consists of low Density residential areas, adjacent to higher Density zones that consist of some Mixed Use. Home occupations and Outbuildings are allowed. Planting is naturalistic and Setbacks are relatively deep. Blocks may be large and the Thoroughfares irregular to accommodate natural conditions.

4.3.4 Neighborhood Mixed-Use (NM) consists of Mixed Uses within a medium to high Density residential urban fabric. It may have a wide range of building types: single, sideyard, rowhouses, and apartments. Setbacks and landscaping are variable. Thoroughfares with curbs and sidewalks define medium-sized blocks.

4.3.5 Village Center – A-Grid (VC A-Grid) consists of higher Density Mixed Use buildings that accommodate retail, Office, rowhouses and apartments. It has a tight network of Thoroughfares, with wide sidewalks, steady street tree planting and buildings set close to the sidewalks.

4.3.6 Village Center – B-Grid (VC B-Grid) consists of larger block sizes, and larger format uses supporting regional users. It has a coarse network of Thoroughfares, with sidewalks and steady street tree planting.

4.3.7 Urban Core – A-Grid (UC A-Grid) consists of the highest Density and height, with the greatest variety of uses, and civic buildings of regional importance. It may have larger blocks; Thoroughfares have steady street tree planting and buildings are set close to wide sidewalks.

4.3.8 Urban Core – B-Grid (UC B-Grid) consists of the highest Density and height, with predominantly Office, lab, and research uses. It may have larger blocks; streets have steady street tree planting and buildings may be set back from the sidewalks.

4.4 CIVIC USES

4.4.1 General

a. Space for Civic Uses shall be designated on the Sustainable Development Concept Map as Civic Space (CS) and Civic Building (CB) as Subdivision Plans and site plans are approved for the Development.
b. Civic Space (CS) shall denote public sites supportive of or ancillary to Civic Buildings or sites permanently dedicated to Open Space.
c. Civic Building (CB) shall denote sites for buildings primarily operated by governmental or not-for-profit organizations dedicated to Functions such as culture, education, religion, government, transit and municipal parking.

4.4.2 Civic Space (CS) Specific to NG, NM, VC, and UC Zones

a. Civic Spaces shall be designed as generally described in Table 13 and distributed throughout Sustainable Zones as described in Table 14e.

4.5 THOROUGHFARE STANDARDS

4.5.1 General

a. Thoroughfares are intended for use by vehicular and pedestrian traffic and to provide access throughout the Development.
b. Thoroughfares shall consist of vehicular lanes and Public Frontages. Walkways shall be in accordance with Table 4B.
c. Thoroughfares shall be designed in context with the desired vehicular design speed of the Sustainable Zones through which they pass. The Public Frontages of Thoroughfares that pass from one Sustainable Zone to another shall be adjusted accordingly or, alternatively, the Sustainable Zone may follow the alignment of the Thoroughfare to the depth of one Lot, retaining a single Public Frontage throughout its course.
d. Within areas designated as B-Grid Zones, pedestrian use shall be a secondary consideration of the Thoroughfare. Design conflict(s) between vehicular and pedestrian traffic generally shall be decided in favor of the vehicle. Within the more urban A-Grid Zones, pedestrian use shall be a primary consideration of the Thoroughfare. Design conflict(s) between vehicular and pedestrian movement generally shall be decided in favor of the pedestrian.
e. The Thoroughfare network shall be designed to define Blocks not exceeding the size indicated in Table 14. The perimeter shall be measured as the sum of Lot Frontage Lines.

f. Street trees shall satisfy traffic calming measures required within the Development.
g. Thoroughfares shall terminate at other Thoroughfares, forming a network. Internal Thoroughfares shall connect wherever practicable to those on adjacent sites. Cul-de-sacs may be permitted to accommodate unusual site conditions subject to UDO 7.2.1 G).
h. Each Lot shall be bounded by a vehicular Thoroughfare, except that 20% of the Lots within each Sustainable Zone may be bounded by a Passage, so long as the Thoroughfare assembly behind such Lots is constructed to Rear Alley standards, will meet emergency vehicle access requirements and is public.
i. Thoroughfares within designated B-Grid Zones and designated as B-Grid Thoroughfares may follow the specified B-Grid Public Frontage and Private Frontage requirements in Tables 4A and 4B, and Table 7.
j. B-Grid Thoroughfares are permitted within A-Grid Zones for Thoroughfares necessary to support vehicular traffic and that enhance the pedestrian network per Article 4.2.3. These Thoroughfares shall be addressed on the individual site plans and may follow the standards for B-Grid.
k. The B-Grid Zones may abut freeways and conventional commercial arteries that are pedestrian intolerant. B-Grid Zones are used to transition into the more multi-modal and pedestrian supportive environments. B-Grid Zones may be developed in whole or in part to A-Grid standards and may evolve into A-Grid Zones over time.

4.5.2 Vehicular lanes

a. The standards for vehicular lanes shall follow the guidance in Table 3A or the Town Standards, or may follow other additional or elective regulations and standards adopted by the Town Council in accordance with UDO 2.3.16 F) 3) a) or 2.3.16 F) 3) c).
b. A bicycle network consisting of Bicycle Trails, Bicycle Routes and Bicycle Lanes shall be permitted as set forth in Table 14d.

4.5.3 Public Frontages

a. General to all zones OS, NG, NM, VC, UC
    i. The Public Frontage contributes to the character of the Sustainable Zone, and includes the requisite types of Sidewalk, Curb, Planter, bicycle parking, and street trees.
    ii. Public Frontages shall be designed as shown in Table 4A and Table 4B and allocated within Sustainable Zones as specified in Table 14d.
    iii. Within the Public Frontages, the types of Public Planting and Public Lighting shall be as shown in Table 4A, Table 4B, Table 5 and Table 6.
b. Specific to OS and NG Zones
    i. The Public Frontage may include trees of various species, naturalistically clustered, as well as understory.
    ii. The landscape may consist primarily of native species requiring minimal irrigation, fertilization and maintenance.

c. Specific to NM, VC and UC Zone
   i. The landscape shall consist primarily of durable species tolerant of soil compaction.
d. Specific to NM Zone
   i. The Public Frontage shall include trees planted in a regularly-spaced and aligned pattern of single or alternated species with shade canopies of a height that, at maturity, clears at least one Story. Various street tree species shall be used within the NM Zone.
e. Specific to VC and UC Zone
   i. The Public Frontage shall include trees planted in a regularly-spaced and aligned pattern of single species with shade canopies of a height that, at maturity, clears at least one Story. Various street tree species shall be used within the VC and UC Zones. At Retail Frontages, the spacing of the trees may be irregular, to avoid visually obscuring the Shopfronts.
   ii. Streetscape solar panels as shown in Table 18 may be used in the place of street trees where required. This section shall provide design flexibility in the creation of a public statement in the form of either art or symbolic statements of sustainability, but shall not allow the wholesale replacement of mandatory street trees with solar-powered streetlights or prohibit the installation of larger solar panel assemblages elsewhere within the Development.
   iii. Thoroughfares with Galleries, Arcades, or a right-of-way width of 40 feet or less shall be exempt from the tree planting requirement.

ARTICLE 5.0 BUILDING STANDARDS

5.1 TABLES AND PLAN

5.1.1 It is possible that the evolution of technology, building materials and lifestyle may result in the future in the Town Council's adoption of elective Sustainability Standards for SD-CZ districts pursuant to UDO 2.3.16 F) 3) c).

5.1.2 B-Grid Zones within the Development shall comply with UDO 9.2 and 9.3, except that the requirements of UDO 9.2 and 9.3 may be varied, in accordance with UDO 2.3.16 F) 3) a), by the standards set forth in the Pattern Book.

5.2 CIVIC BUILDINGS

5.2.1 Civic Buildings ("CB")

a. Civic Buildings shall be subject to the requirements of this Article.

5.3 OPEN SPACE ("OS") ZONES

5.3.1 Buildings shall not be allowed in an OS Zone, except as listed in Table 12 and for accessory structures incidental to and necessary to support the permitted Functions and uses.

5.4 BUILDING DISPOSITION

5.4.1 Specific to OS, NG, NM, VC and UC Zones

a. Newly platted Lots shall be dimensioned according to Table 14f and Table 15.
b. Building Disposition shall be as shown in Table 9 and Table 14i.
c. Buildings shall be disposed in relation to the boundaries of their Lots according to Table 14g, Table 14h, and Table 15.
d. One Principal Building at the Frontage and one Outbuilding to the rear of the Principal Building may be built on each Lot as shown in Table 17c.
e. Lot coverage by buildings shall not exceed that specified in Table 14f and Table 15.
f. Facades shall be built parallel to a rectilinear Principal Frontage Line or to the tangent of a curved Principal Frontage Line, and along a minimum percentage of the Frontage width at the Setback, as specified as Frontage Buildout on Table 14g and Table 15.
g. Setbacks for Principal Buildings shall be as shown in Table 14g and Table 15.
h. Adequate access to and clearance around utilities and HVAC units shall be provided.

5.4.2 Specific to UC Zone

a. The Principal Entrance shall be on a Frontage Line.

5.4.3 Specific to NM, VC and UC Zones

a. Farmers Markets may be located on unbuffered Lots of any size.
b. Diagonal parking on commercial streets shall be as set forth in the SD Plan.

5.5 BUILDING CONFIGURATION

5.5.1 General to OS, NG, NM, VC and UC Zones
a. The Private Frontage of buildings shall conform to and be allocated in accordance with Table 7 and Table 14j.
b. Buildings on corner Lots shall have two Private Frontages as shown in Table 17. Prescriptions for the second and third Layers pertain only to the Principal Frontage. Prescriptions for the first Layer pertain to both Frontages.
c. All Facades shall be glazed with clear glass no less than 30% of the first Story, however glazing shall be no less than 50% in the VC Zone A-Grid and UC Zone A-Grid areas.
d. Building stories, Stepbacks, and Expression Lines shall conform to Table 8 and Table 14j.
e. In a Parking Structure or garage, each above-ground level counts as a single Story regardless of its relationship to habitable Stories.
f. Story limits do not apply to attics or raised basements, masts, belfries, clock towers, chimney flues, water tanks, cupolas or elevator bulkheads.
g. Prescriptions for the parking Layers pertain only to the Principal Frontage. Prescriptions for the first Layer pertain to both Frontages of a corner Lot.
h. Public access requirements shall comply with UDO 7.5.4 E) except that the requirements of UDO 7.5.4 E) may be varied in accordance with UDO 2.3.16 F) 3) a), by the standards set forth in the Pattern Book.

5.5.2 Specific to NG, NM and VC Zones
a. The habitable area of an Accessory Unit within a Principal Building or an Outbuilding shall not exceed 800 square feet, excluding any enclosed parking area.

5.5.3 Specific to NG Zone
a. No portion of the Private Frontage may Encroach into the Sidewalk.
b. Open porches may Encroach into the first Layer 50% of its depth. (Table 17d)
c. Balconies, cantilevers, and bay windows may Encroach into the first Layer up to 25% of the depth defined for the first Layer. In addition, porches including balconies on porch roofs may Encroach into the first Layer up to 50% of the depth defined for the first Layer.
d. A first level Residential or Lodging Function shall be raised a minimum of three steps from average Sidewalk grade, except as required for accessibility under applicable federal and state laws or to accommodate single-family senior housing units.

5.5.4 Specific to NM Zone
a. Balconies, open porches, cantilevers and bay windows may Encroach into the first Layer 50% of its depth. (Table 17d)

5.5.5 Specific to OS, VC and UC Zones

a. Arcades, awnings, and Galleries may Encroach into the Sidewalk to within 2 feet of the Curb but must clear the Sidewalk vertically by at least 9 feet. Arcades and Galleries within public rights-of-way require encroachment and maintenance agreements with the Town.
b. Maximum Encroachments for Arcades shall be as shown on Table 8.
c. Stoops, Lightwells, balconies, bay windows, cantilevers and terraces may Encroach into the first Layer for 100% of its depth. (Table 17d)
d. Loading docks and service areas shall be permitted along/within Frontages.
e. In the absence of a building Facade along any part of a Frontage Line, a Streetscreen may be built co-planar with the Facade or adjacent Facades.
f. Streetscreens shall be between 3.5 and 8 feet in height. The Streetscreen may be in the form of a hedge, fence or wall. Walls may be constructed of masonry, stone, stucco, EIFS or may match the building materials of the adjacent buildings. Fences shall be constructed of wood or wrought iron (or products created to resemble these materials) and shall be finished on the side facing the public right-of way. Streetscreens shall have openings no larger than reasonably necessary to allow vehicular and pedestrian access.
g. Arena, auditorium or stadium uses shall be located a minimum of 500 feet from any NG or NM Zone and may be located in Mixed Use Blocks, in Mixed Use buildings or on Lots of sufficient size and with sufficient Frontage to support the use and comply with the egress requirements of the North Carolina State Building Code.
h. Outdoor entertainment areas such as small amphitheaters may be incorporated without enclosure into Open Space, Public Space, or Civic Space or on an individual Lot as long as there is sufficient Frontage to support the use and comply with the egress requirements of the North Carolina State Building Code.
i. Drive-through facilities associated with financial institutions and pharmacies may be integrated into multi-story buildings.

5.5.6 Specific to NM, VC and UC Zones

a. Lodging Functions may be located in Mixed Use Blocks, in Mixed Use buildings or on Lots of any size to support the use and comply with the egress requirements of the North Carolina State Building Code when the use is located 100 feet or more from NG Zones.

5.6 BUILDING FUNCTION

5.6.1 General to OS, NG, NM, VC and UC Zones

a. Buildings in each Sustainable Zone shall comply with Article 7 Tables.
b. Historic Sites may be used for residential, lodging, food and beverage, Office or retail sales and service use.

5.6.2 Specific to NG Zone

a. Accessory Functions of Lodging or Office shall be permitted within an Accessory Building. See Table 10.

5.6.3 Specific to NM Zones

a. Commercial Functions shall be permitted.

5.6.4 Specific to VC and UC Zones

a. Commercial Functions shall be permitted.
b. Manufacturing Functions may be permitted.
c. Utilities such as communication towers and water towers may be integrated into building structures without the need for screening. See Article 5.5.2 for existing cell towers.
d. Electrical Power Facilities shall be set back a minimum of 20 feet from property lines or easement lines and may be screened or buffered by architectural means or located internally within a block to permit integration into an urban fabric.

5.7 PARKING AND DENSITY STANDARDS

5.7.1 Specific to NG Zone

a. Buildable Density on a Lot shall be determined by the actual parking provided as applied to the Functions permitted in Table 10 and Table 11.

5.7.2 Specific to OS, NM, NG, VC and UC Zones

a. As provided in Tables 10 and 11, buildable Density on a Lot shall be determined by the sum of the actual parking calculated as that provided (1) within the Lot (2) along the parking lane corresponding to the Lot Frontage, and (3) by purchase, lease, allocation, dedication, reservation or assignment from a public or private parking structure or lot within 1,200 feet of any entrance for customer, patron, or resident parking and within 1,200 feet of any entrance of the principal use for employee parking, if available.
b. The actual parking may be adjusted downward according to the Shared Parking Factor of Table 11 to determine the Effective Parking. The Shared Parking Factor is available for any two Functions within any block, any pair of adjacent Blocks or within any area contained within a single site plan submittal. Further adjustment is permitted for areas controlled by a comprehensive parking plan in accordance with Article 5.7.3.
c. Based on the Effective Parking available, the Density of the projected Function may be determined according to Table 10.
d. Within the area of a Transit Oriented Development (“TOD”) the Effective Parking may be further adjusted downward by 30% and the distances listed in 5.7.2.a are permitted to be increased by 20%.
e. Accessory Units do not factor into Density calculations.
f. Liner Buildings less than 30 feet deep and up to the first two Stories shall be exempt from parking requirements.
g. Retail spaces of 1,500 square feet or less of net floor area shall be exempt from the parking requirements.
h. In accordance with SD Plan 3.1.2, a Parking Management Plan, subject to review and approval by the Town Council in accordance with UDO 2.3.16 F) 3) a), shall be submitted with the first site plan that deviates from applicable UDO standards related to parking and shall be updated as necessary for subsequent site plans.

5.7.3 Off-Street Parking: Further reduction in off-street parking beyond those otherwise allowed by the SD Plan is permitted for the Veridea Sustainable Development District or portions thereof within the area of a TOD in conjunction with a TDM plan.

5.7.4 Off-Street and On-Street Loading: The Veridea Sustainable Development District or portions thereof are permitted to have comprehensive loading plans to include on-street loading in Thoroughfares during non-peak hours, on side streets and/or in non-dedicated parking areas of parking lots for all or portions of the site.

5.7.5 A portion of the parking spaces provided in any public or private parking lots or parking deck may be compact spaces if such spaces are: a) assigned and/or private spaces; b) assigned to a car-share program; c) specifically designated for electric cars; or d) approved by the TRC upon its determination that then current market data support the use by compact vehicles of the number of compact spaces proposed. A compact space will be a space of at least 8.5 feet by 14 feet, and a compact vehicle shall be a vehicle that can safely park in the area of the compact space proposed.

5.8 PARKING LOCATION STANDARDS

5.8.1 General to OS, NG, NM, VC and UC Zones

a. Parking shall be accessed by Rear Alleys or Rear Lanes, when available.
b. Open parking areas and Parking Structures shall be masked from the Frontage by a Building or Streetscreen.
c. For buildings on B-Grids, open parking areas and Parking Structures are allowed unmasked on the Frontage in the front Layer, except for corner Lots at intersections with the A-Grid.
d. Bicycle parking locations at Common Destinations shall be determined at the time of site plan approval for all Sustainable Zones including OS Zones.
e. Commercial Parking Garages may be incorporated into Mixed Use Blocks or in Mixed Use buildings on the same Lot to allow for internal block parking.

5.8.2 Specific to NG Zone

a. Open parking areas shall be located at the second and third Lot Layers, except that Driveways, drop-offs and unpaved parking areas may be located at the first Lot Layer. (Table 17d)
b. Garages shall be located at the second or third Layer except that side- or rear-entry types may be allowed in the first Layer by the TRC.
c. Driveways at Frontages shall be no wider than 24 feet in the first Layer. (Table 3B.f)

5.8.3 Specific to NM Zone

a. All parking areas and garages shall be located at the second or third Layer except for lots located on designated B-Grids. (Table 17d)
b. Driveways at Frontages shall be no wider than 24 feet in the first Layer. (Table 3B.f)

5.8.4 Specific to VC and UC Zones

a. All parking lots, garages, and Parking Structures shall be located at the second or third Layer except along B-Grids where parking may be located in the first layer. (Table 17d)
b. Vehicular entrances to parking lots, garages, and Parking Structures shall be no wider than 24 feet at the Frontage for A-Grid Thoroughfares. Driveways at Frontages for B-Grid Thoroughfares shall be no wider than necessary to accommodate the straight and turn lanes in the first Layer. (Table 3B.f)
c. Parking Structures on the A-Grid shall have Liner Buildings lining the first and second Stories.

5.9 LANDSCAPE STANDARDS

5.9.1 General to OS, NG, NM, VC and UC Zones

a. The landscape plantings shall consist of native or naturalized species requiring minimal irrigation, fertilization and maintenance as shown on Table 6.
b. Street trees and landscape planted in public rights-of-way shall require maintenance agreements with the Town.
c. Public utility locations, placement and accessibility shall be laid out and engineered so that trees and landscaping and utility conflicts are eliminated or substantially minimized.
d. Trees shall not be required in the first Layer where Setbacks are less than 12 feet.
e. Planting selection in the first Layer shall be appropriate for the scale of the space and located so as to avoid conflicts with buildings, walls and utilities.
f. Street trees shall be planted within the Public Frontage as illustrated in Table 7 and listed in Table 4C. Street trees may be shifted or eliminated along any Thoroughfares as long as the average number of trees based upon the Public Frontage is met for the site plan or Subdivision Plan. Tree preservation areas located in Open Space Zones shall be exempt from the street tree planting requirements. Public Frontages on Thoroughfares that are exempt from the tree planting requirement and Thoroughfare Assemblies for Rear Lanes, Rear Alleys, or where the landscape type is listed as trees clustered shall not be used in the calculation of the average number of trees.
g. In order to accommodate the intended density, connectivity and integration of uses, the landscape requirements set forth in UDO 7.2.5 C) 9) and UDO 7.2.5 C) 12) through UDO 7.2.5. C) 14) shall not apply within the Development.
h. Screening shall comply with UDO 8.2.8. Notwithstanding the foregoing, HVAC and other mechanical units shall not be required to be screened from adjacent properties when not visible from the public street.
i. Veridea shall comply with UDO 8.2.1, 8.2.2 and 8.2.3, except that, in order to accommodate the intended density, connectivity and integration of uses, the landscape buffer requirements of UDO 8.2 shall not apply.

j. Fences, walls and berms shall comply with UDO 8.2.7, except to the extent modified by Articles 5.5.5.e, 5.5.5.f. and 5.8.1.b. hereof.

5.9.2 Specific to NG and NM Zones

a. The first Layer may not be paved, with the exception of Driveways as specified in Article 5.8. (Table 17d)

5.9.3 Specific to NG Zone

a. One appropriately sized tree at maturity per Lot shall be planted within the first Layer. (Table 17d)
b. Trees shall be of single or multiple native or naturalized species as shown on Table 6.
c. Trees shall be naturalistically clustered.
d. Lawn shall be permitted upon site plan approval. Only re-use water, where available, may be used for Lawn irrigation.

5.9.4 Specific to NM Zone

a. One appropriately sized tree at maturity per Lot shall be planted within the first Layer. (Table 17d)
b. Trees should not be of a single species throughout large areas. Tree species selected are permitted to alternate along blocks. Selection of plant material shall be appropriate for the scale of the space.
c. Lawn shall be permitted. Only re-use water, where available, may be used for Lawn irrigation.

5.9.5 Specific to VC and UC Zones

a. Trees shall not be required in the first Layer.
b. The first Layer may be paved to match the pavement of the Public Frontage.
c. A minimum of one shade tree is required for every two thousand (2,000) square feet of vehicular surface area located within or adjacent to the parking area. Parking Structures are excluded from this requirement.
d. A minimum of 1 shrub is required for every five hundred (500) square feet of vehicular surface area. Selection of the plant material shall be appropriate for the scale of the space. Parking Structures are excluded from this requirement.
e. All vehicular surface areas within fifty (50) feet of any right-of-way that are visible from a Thoroughfare (street) are required to be screened from off-site view to a minimum height of thirty-six (36) inches. Plants, closed fences, walls, earthen berms or a combination thereof may be used to satisfy this requirement. Plants must be a minimum of thirty-six (36) inches at maturity or used in combination with earthen berms to satisfy this requirement. Screening material other than plants and earthen berms shall be harmonious with surrounding architecture and shall accommodate pedestrian and vehicular ingress and egress where applicable.
f. No vehicular parking space shall be located farther than fifty (50) feet from the back of curb in a planting area with one shade tree, or seventy five (75) feet from the back of curb in a planting area with two or more shade trees. Parking Structures are excluded from this requirement.

5.10 SIGNAGE

5.10.1 General to All Sustainable Zones

Signage shall comply with UDO 8.6, Signs, except that the requirements of UDO 8.6 may be varied by the standards set forth in the Pattern Book(s).

5.11 COMMUNICATION TOWERS

5.11.1 General to All Sustainable Zones

a. Communication Towers are exempt from the standards set forth in UDO 4.4.3 B).
b. Existing Communication Towers will be contained on a Lot.
c. Existing Communication Towers may be located a Lot that contains other uses.
d. Existing Communication Towers, or a portion thereof, may occupy a leased parcel on the Lot in which it is located.
e. New or relocated Communication Towers shall be located in accordance with Table 12.
f. New rooftop communication towers and devices may be allowed within UC and VC Zones.

5.12 EXTERIOR LIGHTING

5.12.1 General to All Sustainable Zones

Exterior lighting shall comply with UDO 8.7, Exterior Lighting, except that the requirements of UDO 8.7 may be varied by the standards set forth in the Pattern Book(s).

5.13 PATTERN BOOK(S)

A Pattern Book(s) may be submitted for approval from time to time in accordance with UDO 2.3.16 F) 3) a). Each site plan submitted with respect to Veridea shall designate the existing Pattern Book, or portion thereof, which shall be applicable to the site plan, or a Pattern Book applicable thereto shall be submitted with the site plan for approval pursuant to UDO 2.3.16 F) 3) a).

ARTICLE 6.0 TABLES

6.1 TABLES

6.1.1. The Tables which follow shall establish, together with the foregoing provisions of the SD Plan and applicable provisions of the UDO, other Town Ordinances and Town Standards, the standards and regulations which shall govern all development and land use within the Development.

6.1.2. If the Responsible Person so determines, as with the other provisions of the SD Plan, specific portions of the Tables may be affected by additional or elective regulations and standards hereafter adopted by the Town Council in accordance with UDO 2.3.16 F) 3) a) or 2.3.16 F) 3) c).

6.1.3. Design Standards contained in one or more of the Articles, Sections, or Tables of the Plan that pertain to the same aspect of development may be implemented independently or in conjunction with one another.

6.1.4. The text and numerical descriptions in the Tables are an integral part of this SD Plan. However, the graphics that accompany them represent guidelines. Where in conflict, the text and numerical descriptions shall take precedence over graphics.

6.2 TOWN STANDARDS

6.2.1 The Town and the Responsible Person may enter into a Development Agreement providing that the Town Standards applicable to the Development shall be those in existence as of the date of the adoption of this SD Plan. However, notwithstanding the foregoing, the Apex Standard Specifications and Standard Details, as modified and amended from time to time, shall be applicable to the Development, except to the extent otherwise specifically provided in this SD Plan or where the modified Apex Standard Specifications and Standard Details are specifically inapplicable to Veridea.

TABLE 1. SUSTAINABLE ZONE DESCRIPTIONS

TABLE 1A: Sustainable Zone Descriptions. This table provides descriptions of the character of each Sustainable Zone.

OS



OS - OPEN SPACE

OS Open Space Zone consists of lands approximating or reverting to a natural condition and farmland, parks, Civic Uses, RCA, utility corridors, non-street easements, greenways, waterways or water bodies, including lands unsuitable for settlement due to topography, hydrology or vegetation.

General Character:	Natural landscape and parkland (active and passive parks) with some civic and agricultural use
Building Placement:	Variable front and side setbacks for park structures, civic structures, agricultural and maintenance buildings
Frontage Types:	Variable
Building Height:	1- to 2-Story
Type of Civic Space:	Parks, Greenways, Civic Buildings

NG



NG - NEIGHBORHOOD GENERAL

NG Neighborhood General Zone consists of low density residential areas, adjacent to higher zones that consists of some mixed use. Home occupations and outbuildings are allowed. Planting is naturalistic and setbacks are relatively deep. Blocks may be large and the Thoroughfares irregular to accommodate natural conditions.

General Character:	Lawns, and landscaped yards surrounding predominantly detached single-family houses with some mix of Townhouses; pedestrians occasionally
Building Placement:	Medium and variable front and side yard Setbacks
Frontage Types:	Porches, fences, naturalistic tree planting
Building Height:	1- to 3-Story with some 4-Story
Type of Civic Space:	Parks, Greenways

NM



NM - NEIGHBORHOOD MIXED-USE

NM Neighborhood Mixed-Use Zone consists of mixed uses within a medium to high density residential urban fabric. It may have a wide range of building types: single, sideyard, rowhouses, and apartments. Setbacks and landscaping are variable. Thoroughfares with curbs and sidewalks define medium-sized blocks.

General Character:	Mix of Houses, Townhouses & Apartment buildings, with moderate Commercial activity; balance between landscape and buildings; presence of pedestrians
Building Placement:	Shallow to medium front and side yard Setbacks
Frontage Types:	Porches, fences, Dooryards
Building Height:	1-to 4-Story with a few taller Mixed Use buildings up to 7 stories adjacent to Village Center Zones and major transportation corridors
Type of Civic Space:	Squares, Greens

VC A-GRID



VC - VILLAGE CENTER - A-GRID

VC Village Center Zone consists of higher density mixed use buildings that accommodate retail, offices, rowhouses and apartments. It has a tight network of Thoroughfares, with wide sidewalks, steady street tree planting and buildings set close to the sidewalks.

General Character:	Shops mixed with Townhouses, larger Apartment houses, Offices, workplace, and Civic buildings; predominantly attached buildings; trees within the public right-of-way; substantial pedestrian activity
Building Placement:	Shallow Setbacks or none; buildings oriented to the street defining a street wall. See the Concept Map for locations
Frontage Types:	Stoops, Shopfronts, Galleries
Building Height:	1- to 10-Story with some variation up to 15 stories adjacent to Urban Center Zones,
Type of Civic Space:	Parks, Plazas and Squares, median landscaping

UC A-GRID



UC - URBAN CORE - A-GRID

UC Urban Core Zone consists of the highest density and height, with the greatest variety of uses, and civic buildings of regional importance. It may have larger blocks; Thoroughfares have steady street tree planting and buildings are set close to wide sidewalks.

General Character:	Medium-high to high-Density Mixed Use buildings, entertainment, Civic and cultural uses. Attached buildings forming a continuous street wall; trees within the public right-of-way; highest pedestrian and transit activity
Building Placement:	Shallow Setbacks or none; buildings oriented to street, defining a street wall.
Frontage Types:	Stoops, Dooryards, Forecourts, Shopfronts, Galleries, and Arcades
Building Height:	4- to 20-Story with a few shorter buildings including some 1 story uses
Type of Civic Space:	Parks, Plazas and Squares; median landscaping

TABLE 1. SUSTAINABLE ZONE DESCRIPTIONS

VC B-GRID



VC - VILLAGE CENTER - B-GRID

VC Village Center Zone consisting of larger block sizes, and larger format uses supporting regional users. It has a coarse network of Thoroughfares, with sidewalks, regular street tree planting.

General Character:	Larger single-use retail, office, and manufacturing formats with out-parcels permitted, transitioning to shops mixed with Townhouses, and larger Apartment houses towards A-Grid Zones; trees within the public right-of-way; substantial automobile activity
Building Placement:	Larger setbacks with parking permitted in the setback for any Layer except along adjacent A-Grids
Frontage Types:	Common Yard, Shopfronts,
Building Height:	Predominantly 1- to 4-Story with some increased variation up to 7 stories
Type of Civic Space:	Not required

UC B-GRID



UC - URBAN CORE - B-GRID

UC Urban Core Zone consists of the highest density and height, with predominantly office, lab, and research uses. It may have larger blocks; a coarse network of Thoroughfares, regular street tree planting and may have buildings set back from the sidewalks.

General Character:	High-density single and Mixed Use buildings. Attached and detached buildings forming a continuous street wall or set-back from the street; trees within the public right-of-way; highest pedestrian activity near the building and substantial automobile activity at the parking
Building Placement:	Shallow setbacks or none along A-Grid Thoroughfares with buildings oriented to streets transitioning to larger setbacks with parking permitted in the setback for any Layer
Frontage Types:	Common Yards, Stoops, Dooryards, Forecourts, Shopfronts, Galleries, and Arcades
Building Height:	1- to 20-Story with a few shorter buildings including some 1 story uses
Type of Civic Space:	None required

TABLE 2. VERIDEA SUSTAINABLE DEVELOPMENT CONCEPT MAP

Sustainable Zones

OS	Open Space and Civic Use
NG	Neighborhood General
NM	Neighborhood Mixed Use
VC-A	Village Center - A Grid
VC-B	Village Center - B Grid
UC-A	Urban Core - A Grid
UC-B	Urban Core - B Grid

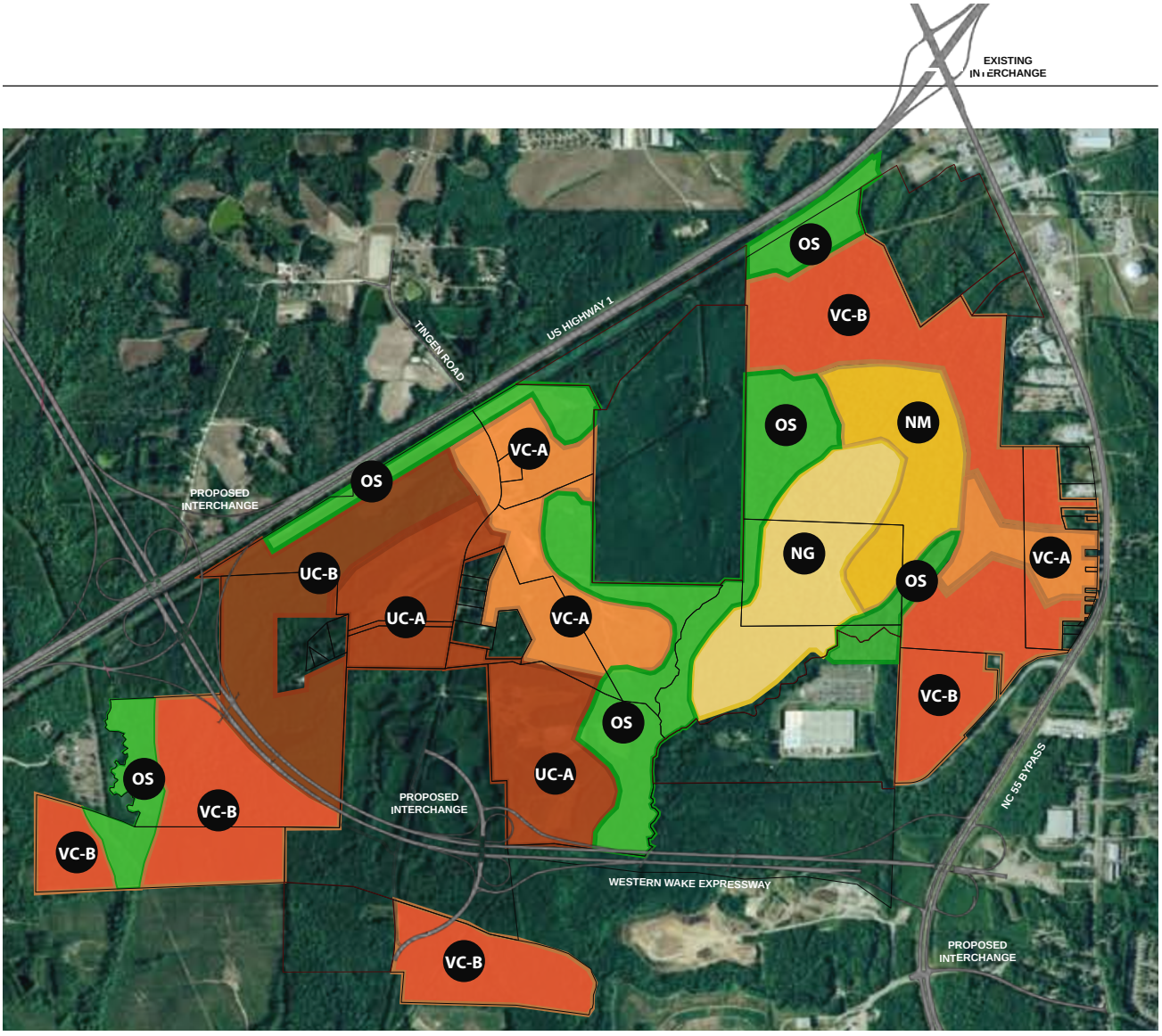


TABLE 3A. VEHICULAR LANE DIMENSIONS

TABLE 3A: Vehicular Lane Dimensions. This table assigns lane widths to Sustainable Zones. The Design ADT (Average Daily Traffic) is the determinant for each of these sections. The assemblies are shown in Table 3B. Design Speeds shown in these Tables represent desired speeds for traffic flow based on typical sections. Thoroughfare alignments (excluding Rear Lanes and Rear Alleys) shall be based on a minimum 25 mile per hour design speed. Design exceptions to otherwise posted regulatory speed, if approved by the TRC will require warning signs.

DESIGN SPEED	TRAVEL LANE WIDTH	OS	NG	NM	VC	UC
Below 20 mph	10 feet	■	■	▫		
20-25 mph	10 feet	■	■	■	▫	▫
25-35 mph	10 feet	■	■	■	■	■
25-35 mph	11 feet	■			■	■
Above 35 mph	12 feet	■			■	■

DESIGN SPEED	PARKING LANE WIDTH					
20-25 mph	(Angle) 16 to18 feet				■	■
20-25 mph	(Parallel) 7 to 8 feet		■	■	■	
25-35 mph	(Parallel) 8 feet		■	■	■	■
Above 35 mph	(Parallel) 9 feet				■	■

DESIGN SPEED	EFFECTIVE TURNING RADIUS					(See Table 17b)
Below 20 mph	5-10 feet		■	■	■	■
20-25 mph	10-15 feet	■	■	■	■	■
25-35 mph	15-20 feet	■	■	■	■	■
Above 35 mph	20-30 feet	■			▫	▫

■ BY RIGHT

▫ BY THE TRC

TABLE 3B. VEHICULAR LANE & PARKING ASSEMBLIES

TABLE 3B: Vehicular Lane/Parking Assemblies. The projected design speeds determine the dimensions of the vehicular lanes and Turning Radii assembled for Thoroughfares. All dimensions listed are minimums. Design Speeds shown in these Tables represent desired speeds for traffic flow based on typical sections. Thoroughfare alignments (excluding Rear Lanes and Rear Alleys) shall be based on a minimum 25 mile per hour design speed. Design exceptions to otherwise posted regulatory speed, if approved by the TRC will require warning signs.

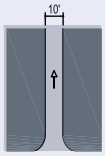
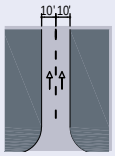
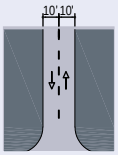
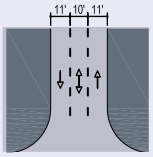
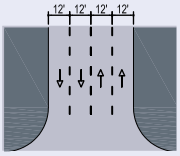
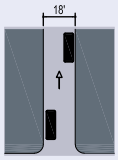
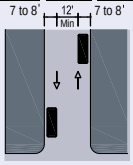
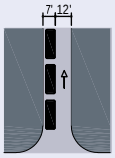
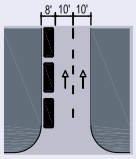
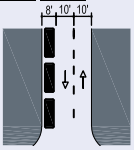
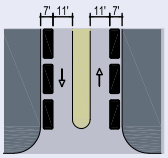
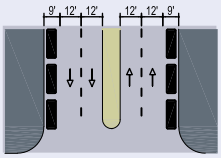
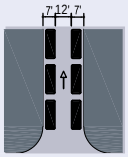
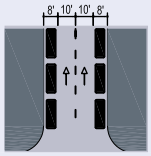
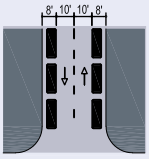
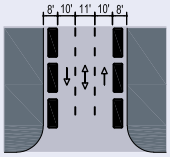
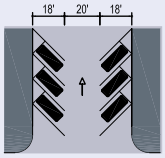
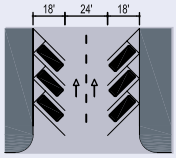
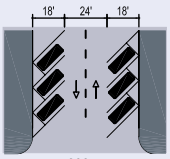
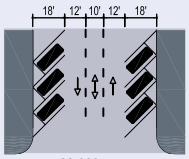
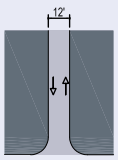
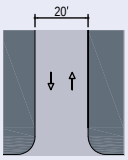
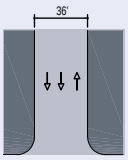
	ONE WAY MOVEMENT →		TWO WAY MOVEMENT →		
a. NO PARKING	OS NG	OS	OS NG	OS	OS
					
Design ADT	300 VPD	600 VPD	2,500 VPD	22,000 VPD	36,000 VPD
Pedestrian Crossing	3 Seconds	5 Seconds	5 Seconds	9 Seconds	13 Seconds
Design Speed	20 - 30 MPH	Below 20 MPH	20-25 MPH		35 MPH and above
b. YIELD PARKING	OS NM		NG NM VC UC		
					
Design ADT	1,000 VPD		1,000 VPD		
Pedestrian Crossing	5 Seconds		7 Seconds		
Design Speed					
c. PARKING ONE SIDE PARALLEL	OS NG NM VC	NG NM VC	NG NM VC	NG NM VC UC	NG NM VC UC
					
Design ADT	5,000 VPD	18,000 VPD	16,000 VPD	15,000 VPD	32,000 VPD
Pedestrian Crossing	5 Seconds	8 Seconds	8 Seconds	11 Seconds	13 Seconds
Design Speed	20-30 MPH		25-30 MPH	25-30 MPH	
d. PARKING BOTH SIDES PARALLEL	NG NM VC UC	NM VC UC	NM VC UC	VC UC	
					
Design ADT	8,000 VPD	20,000 VPD	15,000 VPD	22,000 VPD	
Pedestrian Crossing	7 Seconds	10 Seconds	10 Seconds	13 Seconds	
Design Speed	Below 20 MPH	25-30 MPH	25-30 MPH	25-30 MPH	
e. PARKING BOTH SIDES DIAGONAL	VC UC	VC UC	VC UC	VC UC	
					
Design ADT	18,000 VPD	20,000 VPD	15,000 VPD	22,000 VPD	
Pedestrian Crossing	15 Seconds	17 Seconds	17 Seconds	20 Seconds	
Design Speed	Below 20 MPH	20-25 MPH	20-25 MPH	25-30 MPH	
f. PARKING ACCESS			NG NM	NG NM VC UC	NM VC UC
					
Design ADT					
Pedestrian Crossing			3 Seconds	6 Seconds	10 Seconds
Design Speed					

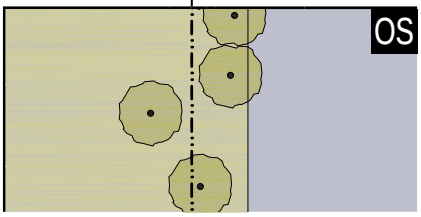
TABLE 4A. PUBLIC FRONTAGES - GENERAL

TABLE 4A: Public Frontages - General. The Public Frontage is the area between the private Lot line and the edge of the vehicular lanes. Dimensions are given in Table 4B. Note:

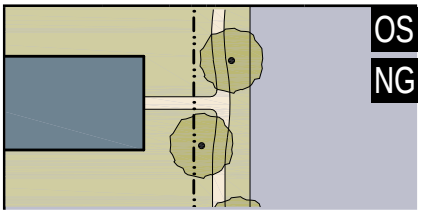
PLAN

LOT ▶ ◀ R.O.W.
PRIVATE FRONTAGE ▶ ◀ PUBLIC FRONTAGE

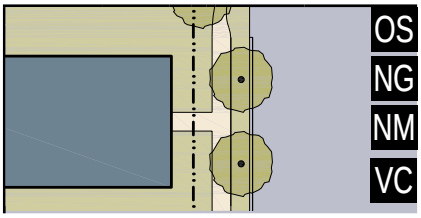
a. (HW) Highway: This Frontage has open Swales, Bicycle Trails and no parking. The landscaping consists of the natural condition or multiple species arrayed in naturalistic clusters. Buildings are buffered by distance or berms.



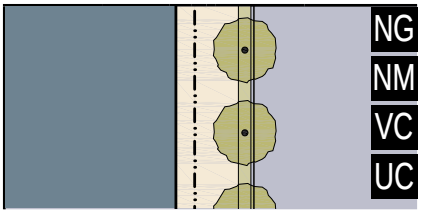
b. (RD) Road: This Frontage has open Swales and a Sidewalk walking Path or Bicycle Trail and Yield parking. The landscaping consists of multiple species arrayed in naturalistic clusters.



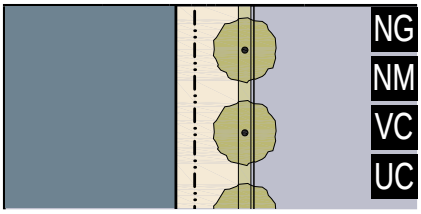
c. (ST) Street: This Frontage has raised Curbs drained by inlets and Sidewalks separated from the vehicular lanes by individual or continuous Planters, with parking on one or both sides. The landscaping consists of street trees of a single or alternating species aligned in a regularly spaced Allee, with the exception that Streets with a right-of-way (R.O.W.) width of 40 feet or less are exempt from tree requirements.



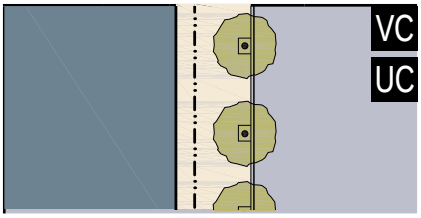
d. (DR) Drive: This Frontage has raised Curbs drained by inlets and a wide Sidewalk or paved Path along one side, related to a Greenway or waterfront. It is separated from the vehicular lanes by individual or continuous Planters. The landscaping consists of street trees of a single or alternating species aligned in a regularly spaced Allee.



e. (AV) Avenue: This Frontage has raised Curbs drained by inlets and wide Sidewalks separated from the vehicular lanes by a narrow continuous Planter with parking on both sides. The landscaping consists of a single tree species aligned in a regularly spaced Allee.



f. (CS) (AV) Commercial Street or Avenue: This Frontage has raised Curbs drained by inlets and very wide Sidewalks along both sides separated from the vehicular lanes by separate tree wells and parking on both sides. The landscaping consists of a single tree species aligned with regular spacing where possible, but clears the storefront entrances.



g. (BV) Boulevard: This Frontage may have Slip Streets on both sides. It consists of raised Curbs drained by inlets and Sidewalks along both sides, separated from the vehicular lanes by Planters. The landscaping consists of double rows of a single tree species aligned in a regularly spaced Allee.

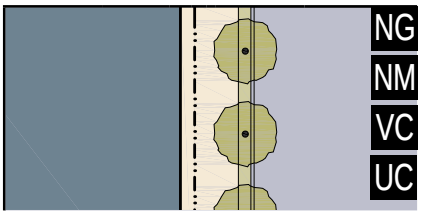


TABLE 4B. PUBLIC FRONTAGES - SPECIFIC

Table 4B: Public Frontages - Specific. This table assembles prescriptions and dimensions for the Public Frontage elements - Curbs, walkways and Planters – relative to specific Thoroughfare types within Sustainable Zones. Table 4B-a assembles all of the elements for the various street types. Public Frontages also include bicycle parking where applicable.

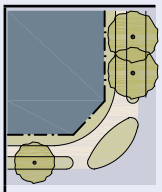
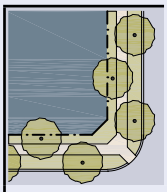
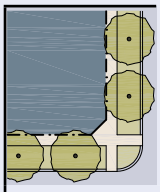
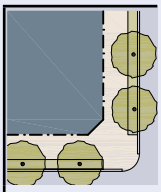
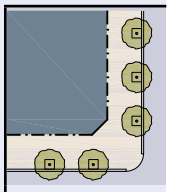
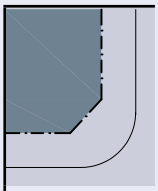
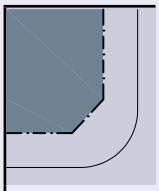
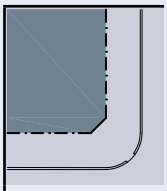
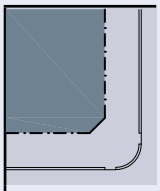
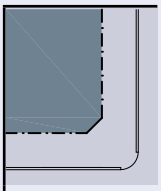
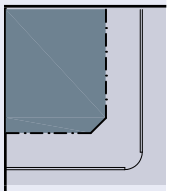
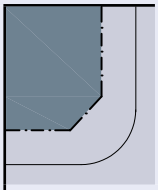
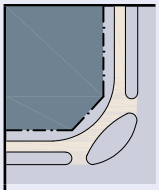
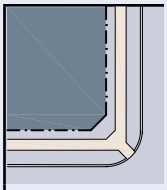
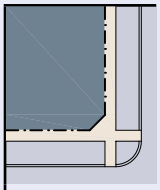
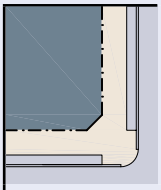
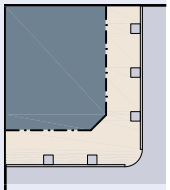
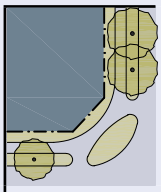
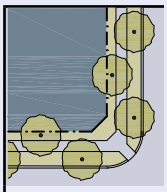
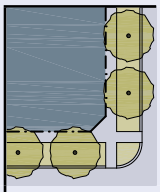
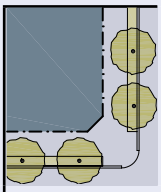
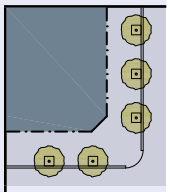
	RURAL ZONES		B-GRID		A-GRID	URBAN
SUSTAINABLE ZONE	OS	OS NG	NG NM VC	NM VC UC	VC UC	VC UC
Public Frontage Type	HW	RD & ST	ST-DR-AV	ST-DR-AV-BV	CS-DR-AV-BV	CS-DR-AV-BV
a. **Assembly:** The principal variables are the type and dimension of Curbs, walkways, Planters and landscape.						
Total Width	16-24 feet	12-24 feet	12-18 feet	12-18 feet	18-24 feet	18-30 feet
b. **Curb:** The detailing of the edge of the vehicular pavement, incorporating drainage.						
Type	Open Swale	Open Swale or Curb	Raised Curb	Raised Curb	Raised Curb	Raised Curb
Radius	10-30 feet	10-30 feet	5-20 feet	5-20 feet	5-20 feet	5-20 feet
c. **Walkway:** The pavement dedicated exclusively to pedestrian activity.						
Type	Path Optional	Path, Sidewalk, or BT	Sidewalk	Sidewalk	Sidewalk	Sidewalk
Width	n/a	5-8 feet	5-8 feet	5-8 feet	12-20 feet	12-30 feet
d. **Planter:** The layer which accommodates street trees and other landscape.						
Arrangement	Clustered	Clustered	Regular	Regular	Regular	Opportunistic
Species	Multiple	Multiple	Alternating	Single	Single	Single
Planter Type	Continuous Swale	Continuous Swale	Continuous Planter	Continuous Planter	Continuous Planter	Tree Well
Planter Width	8 feet-16 feet	8 feet-16 feet	8 feet-12 feet	8 feet-12 feet	4 feet-6 feet	4 feet-6 feet
e. **Landscape:** The recommended plant species. (See Table 6)						
f. **Lighting:** The recommended Public Lighting. (See Table 5)						

TABLE 4C. THOROUGHFARE ASSEMBLIES

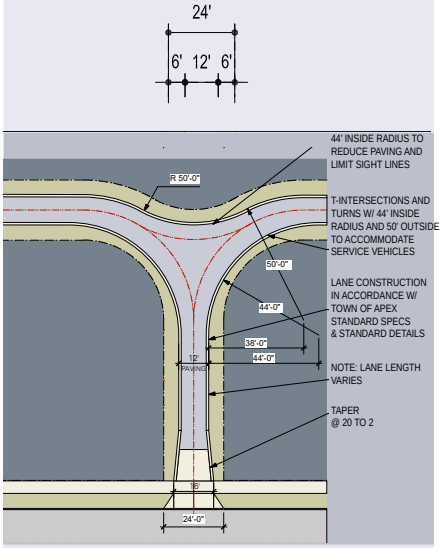
TABLE 4C: Thoroughfare Assemblies. These Thoroughfares are assembled from the elements that appear in Tables 3A and 3B and incorporate the Public Frontages of Table 4A. The key gives the Thoroughfare type followed by the right-of-way width, followed by the pavement width, and in some instances followed by specialized transportation capability. All dimensions listed are minimums. Design Speeds shown in these Tables represent desired speeds for traffic flow based on typical sections. Thoroughfare alignments (excluding Rear Lanes and Rear Alleys) shall be based on a minimum 25 mile per hour design speed. Design exceptions to otherwise posted regulatory speed, if approved by the TRC will require warning signs.

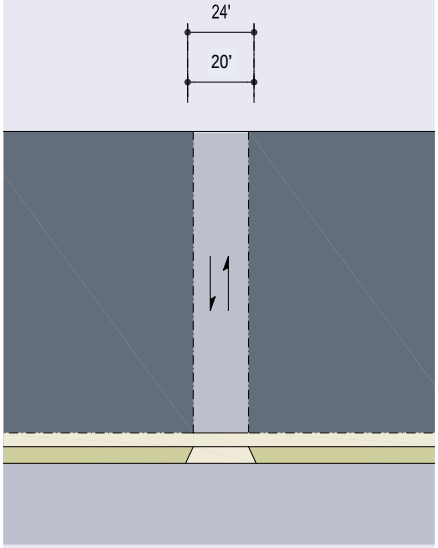
KEY ST-57-20-BL

- Thoroughfare Type
- Right of Way Width
- Pavement Width
- Transportation Provisions

THOROUGHFARE TYPES

Highway:	HW
Boulevard:	BV
Avenue:	AV
Commercial Street:	CS
Drive:	DR
Street:	ST
Road:	RD
Rear Alley:	RA
Rear Lane:	RL
Bicycle Trail:	BT
Bicycle Lane:	BL
Bicycle Route:	BR
Path:	PT
Passage:	PS
Transit Route:	TR





KEY	RL-24-12	RA-24-20
Thoroughfare Type	Rear Lane	Rear Alley
Sustainable Zone Assignment	OS, NG, NM	NG, NM, VC, UC
Right-of-Way Width	24 feet	24 feet min
Pavement Width	12 feet	20 feet min
Movement	Yield Movement	Slow Movement
Design Speed	10 MPH	10 MPH
Pedestrian Crossing Time	3.5 seconds	7 seconds
Traffic Lanes	n/a	n/a
Parking Lanes	None	None
Curb Radius	Flared section with driveway apron	Driveway apron
Walkway Type	None	None
Planter Type	None	None
Curb Type		
Landscape Type	None	None
Transportation Provision	None	None

Note: Rear Lanes may be public or private. If Rear Lanes are public, the minimum pavement width shall be 16 feet. Private maintenance shall be required for private Rear Lanes and the maintenance shall be adequately funded by a Veridea property owners' association.

Note: Rear Alleys may be public or private. If Rear Alleys are private, then private maintenance shall be required and the maintenance shall be adequately funded by a Veridea property owners' association.

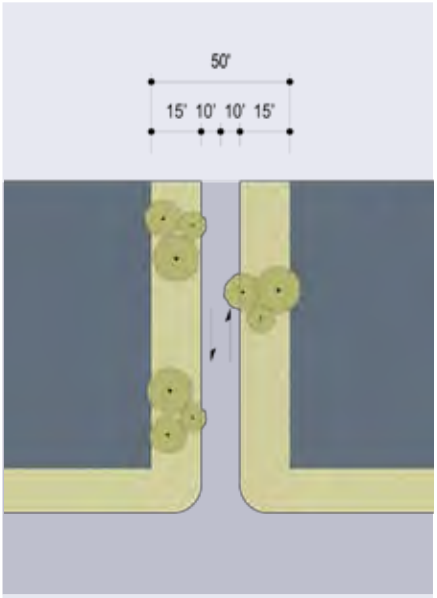
TABLE 4C THOROUGHFARE ASSEMBLIES

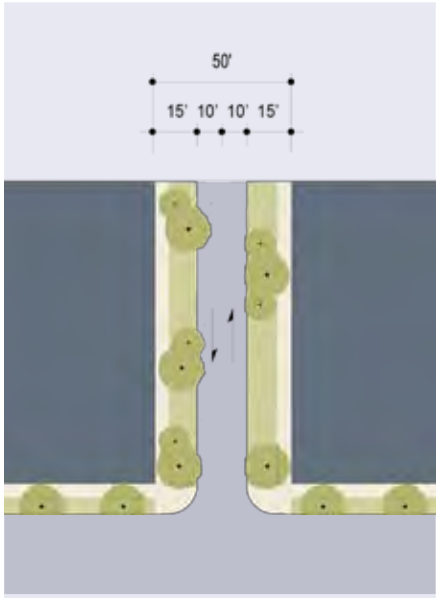
KEY ST-57-20-BL

- Thoroughfare Type
- Right of Way Width
- Pavement Width
- Transportation Provisions

THOROUGHFARE TYPES

Highway:	HW
Boulevard:	BV
Avenue:	AV
Commercial Street:	CS
Drive:	DR
Street:	ST
Road:	RD
Rear Alley:	RA
Rear Lane:	RL
Bicycle Trail:	BT
Bicycle Lane:	BL
Bicycle Route:	BR
Path:	PT
Passage:	PS
Transit Route:	TR





KEY	RDOS-50-20	RD-50-20
Thoroughfare Type	Road	Road
Sustainable Zone Assignment	OS	OS, NG
Right-of-Way Width	50 feet	50 feet
Pavement Width	16 feet	18 feet
Movement	Slow Movement	Slow Movement
Design Speed	15 MPH	15 MPH
Pedestrian Crossing Time	5.1 seconds	5.1 seconds
Traffic Lanes	2 lanes	2 lanes
Parking Lanes	None	None
Curb Radius	25 feet	25 feet
Walkway Type	Path, Sidewalk or BT	Path, Sidewalk or BT
Planter Type	Continuous Swale	Continuous Swale
Curb Type	Swale or Curb	Swale or Curb
Landscape Type	Trees clustered	Trees clustered
Transportation Provision	BT	BT

Note: Requires approval of TRC

Note: Curb radius to be high-strength / reinforced

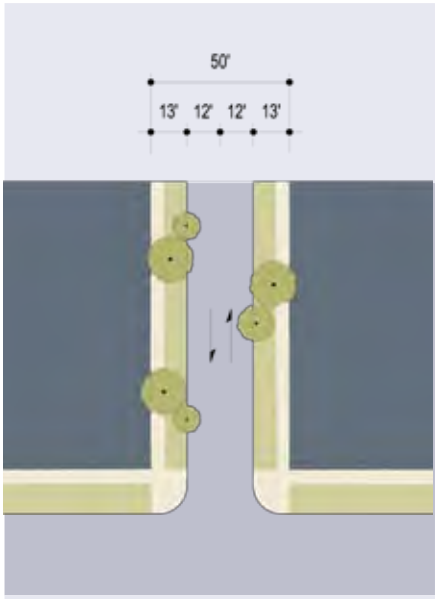
TABLE 4C THOROUGHFARE ASSEMBLIES

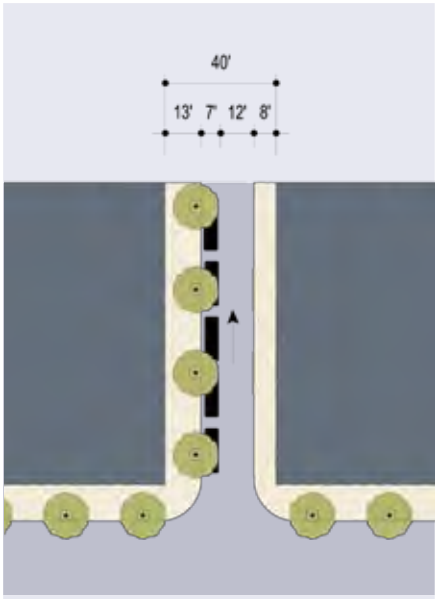
KEY ST-57-20-BL

- Thoroughfare Type
- Right of Way Width
- Pavement Width
- Transportation Provisions

THOROUGHFARE TYPES

Highway:	HW
Boulevard:	BV
Avenue:	AV
Commercial Street:	CS
Drive:	DR
Street:	ST
Road:	RD
Rear Alley:	RA
Rear Lane:	RL
Bicycle Trail:	BT
Bicycle Lane:	BL
Bicycle Route:	BR
Path:	PT
Passage:	PS
Transit Route:	TR





KEY	RD-50-24	ST-40-19
Thoroughfare Type	Road	Street
Sustainable Zone Assignment	OS, NG	OS, NG, NM, VC
Right-of-Way Width	50 feet	40 feet
Pavement Width	24 feet	19 feet
Movement	Slow Movement	Slow Movement
Design Speed	20 MPH	20 MPH
Pedestrian Crossing Time	6.8 seconds	5.4 seconds
Traffic Lanes	2 lanes	1 lane
Parking Lanes	None	One side @ 7 feet marked
Curb Radius	25 feet	15 feet
Walkway Type	Path, Sidewalk or BT	13/8 foot Sidewalk
Planter Type	Continuous Swale	Tree well (Permitted but not required per 4.5.3 e. ii.)
Curb Type	Swale or Curb	Curb
Landscape Type	Trees clustered	Trees at 50' o.c. Avg. (Permitted but not required per 4.5.3 e. ii.)
Transportation Provision	BL optional, BT optional	

Note: Requires approval of TRC
Note: Curb radius to be high-strength / reinforced

Note: Curb radius to be high-strength / reinforced

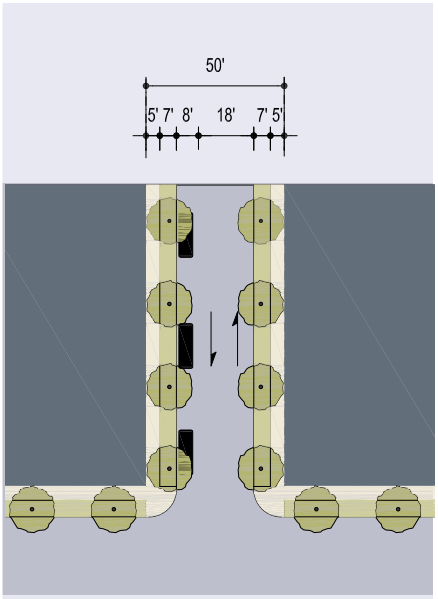
TABLE 4C THOROUGHFARE ASSEMBLIES

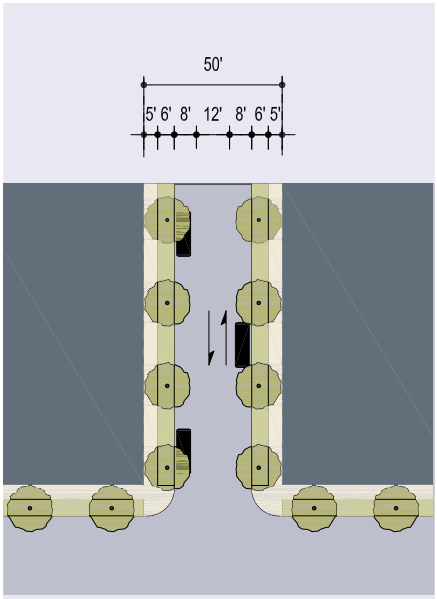
KEY ST-57-20-BL

- Thoroughfare Type
- Right of Way Width
- Pavement Width
- Transportation Provisions

THOROUGHFARE TYPES

Highway:	HW
Boulevard:	BV
Avenue:	AV
Commercial Street:	CS
Drive:	DR
Street:	ST
Road:	RD
Rear Alley:	RA
Rear Lane:	RL
Bicycle Trail:	BT
Bicycle Lane:	BL
Bicycle Route:	BR
Path:	PT
Passage:	PS
Transit Route:	TR





KEY	ST-50-26	ST-50-28
Thoroughfare Type	Street	Street
Sustainable Zone Assignment	NG, NM, VC, UC	NG, NM, VC, UC
Right-of-Way Width	50 feet	50 feet
Pavement Width	26 feet	28 feet
Movement	Free Movement	Yield Movement
Design Speed	20 MPH	20 MPH
Pedestrian Crossing Time	7.4 seconds	7.6 seconds
Traffic Lanes	2 lanes	2 lane
Parking Lanes	One side @ 8 feet marked	Both sides @ 8 feet unmarked
Curb Radius	10 feet	10 feet
Walkway Type	5 foot Sidewalk	5 foot Sidewalk
Planter Type	7 foot continuous Planter	6 foot continuous Planter
Curb Type	Curb	Curb
Landscape Type	Trees at 50' o.c. Avg.	Trees at 50' o.c. Avg.
Transportation Provision	BL optional	BL optional

Note: Curb radius to be high-strength / reinforced

Note: Curb radius to be high-strength / reinforced

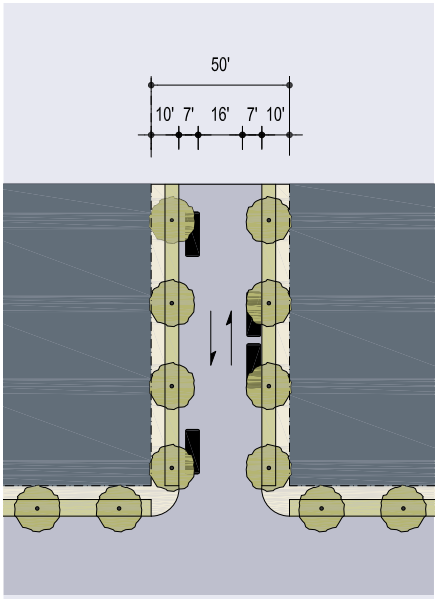
TABLE 4C THOROUGHFARE ASSEMBLIES

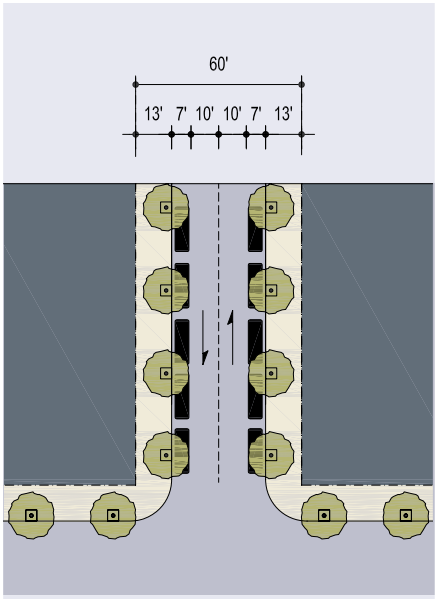
KEY ST-57-20-BL

- Thoroughfare Type
- Right of Way Width
- Pavement Width
- Transportation Provisions

THOROUGHFARE TYPES

Highway:	HW
Boulevard:	BV
Avenue:	AV
Commercial Street:	CS
Drive:	DR
Street:	ST
Road:	RD
Rear Alley:	RA
Rear Lane:	RL
Bicycle Trail:	BT
Bicycle Lane:	BL
Bicycle Route:	BR
Path:	PT
Passage:	PS
Transit Route:	TR





KEY	ST-50-30	ST-60-34
Thoroughfare Type	Street	Street
Sustainable Zone Assignment	NG, NM, VC	NG, NM, VC, UC
Right-of-Way Width	50 feet	60 feet
Pavement Width	30 feet	34 feet
Movement	Slow Movement	Slow Movement
Design Speed	20 MPH	20 MPH
Pedestrian Crossing Time	8.5 seconds	9.7 seconds
Traffic Lanes	2 lanes	2 lanes
Parking Lanes	Both sides @ 7 feet unmarked	Both Sides @ 7 feet marked
Curb Radius	10 feet	15 feet
Walkway Type	5 foot Sidewalk	6 foot Sidewalk
Planter Type	5 foot continuous Planter	Tree well or 7 foot continuous Planter
Curb Type	Curb	Curb
Landscape Type	Trees at 50' o.c. Avg.	Trees at 50' o.c. Avg.
Transportation Provision	BL optional	BR

Note: Curb radius to be high-strength / reinforced

Note: Curb radius to be high-strength / reinforced

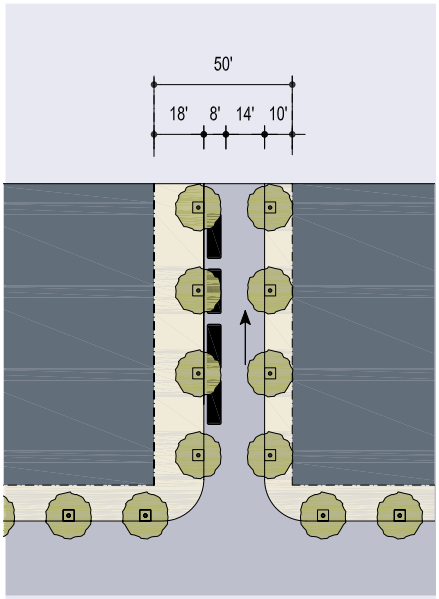
TABLE 4C THOROUGHFARE ASSEMBLIES

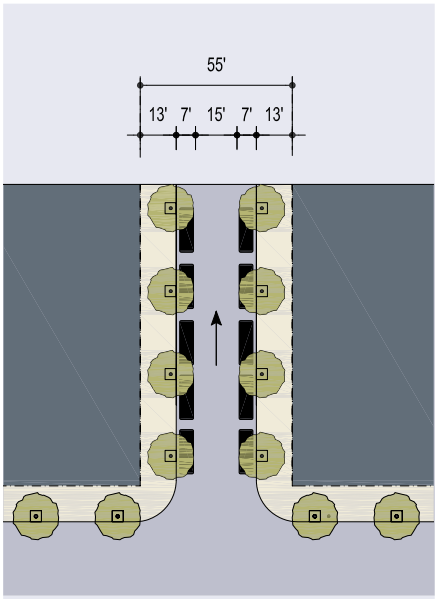
KEY ST-57-20-BL

- Thoroughfare Type
- Right of Way Width
- Pavement Width
- Transportation Provisions

THOROUGHFARE TYPES

Highway:	HW
Boulevard:	BV
Avenue:	AV
Commercial Street:	CS
Drive:	DR
Street:	ST
Road:	RD
Rear Alley:	RA
Rear Lane:	RL
Bicycle Trail:	BT
Bicycle Lane:	BL
Bicycle Route:	BR
Path:	PT
Passage:	PS
Transit Route:	TR





KEY	CS-50-22	CS-55-29
Thoroughfare Type	Commercial Street	Commercial Street
Sustainable Zone Assignment	NG, NM, VC, UC	NG, NM, VC, UC
Right-of-Way Width	50 feet	55 feet
Pavement Width	22 feet	29 feet
Movement	Slow Movement	Slow Movement
Design Speed	20 MPH	20 MPH
Pedestrian Crossing Time	6.2 seconds	8.2 seconds
Traffic Lanes	1 lane	1 lane
Parking Lanes	One side @ 8 feet marked	Both sides @ 7 feet marked
Curb Radius	15 feet	15 feet
Walkway Type	18/10 foot Sidewalk	13 foot Sidewalk
Planter Type	Tree well	Tree well
Curb Type	Curb	Curb
Landscape Type	Trees at 50' o.c. Avg.	Trees at 50' o.c. Avg.
Transportation Provision		

Note: Curb radius to be high-strength / reinforced

Note: Curb radius to be high-strength / reinforced

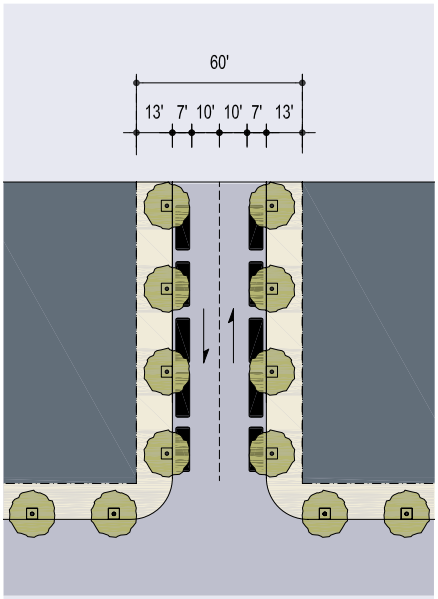
TABLE 4C THOROUGHFARE ASSEMBLIES

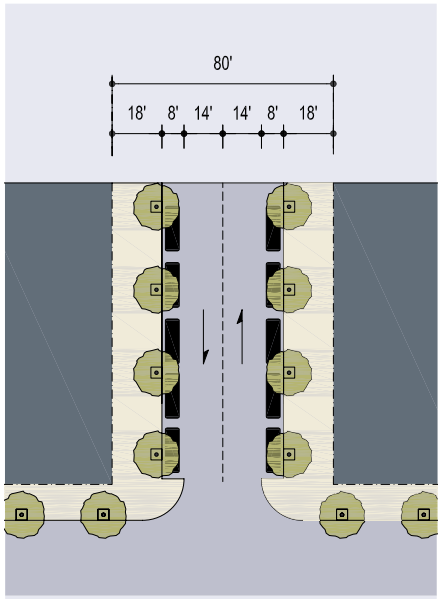
KEY ST-57-20-BL

- Thoroughfare Type
- Right of Way Width
- Pavement Width
- Transportation Provisions

THOROUGHFARE TYPES

Highway:	HW
Boulevard:	BV
Avenue:	AV
Commercial Street:	CS
Drive:	DR
Street:	ST
Road:	RD
Rear Alley:	RA
Rear Lane:	RL
Bicycle Trail:	BT
Bicycle Lane:	BL
Bicycle Route:	BR
Path:	PT
Passage:	PS
Transit Route:	TR





KEY	CS-60-34	CS-80-44
Thoroughfare Type	Commercial Street	Commercial Street
Sustainable Zone Assignment	NM, VC, UC	VC, UC
Right-of-Way Width	60 feet	80 feet
Pavement Width	34 feet	44 feet
Movement	Slow Movement	Free Movement
Design Speed	20 MPH	25 MPH
Pedestrian Crossing Time	9.7 seconds	8 seconds at corners
Traffic Lanes	2 lanes	2 lanes
Parking Lanes	Both sides @ 7 feet marked	Both sides @ 8 feet marked
Curb Radius	10 feet	10 feet
Walkway Type	13 foot Sidewalk	18 foot Sidewalk
Planter Type	Tree well	Tree well
Curb Type	Curb	Curb
Landscape Type	Trees at 50' o.c. Avg.	Trees at 50' o.c. Avg.
Transportation Provision		

Note: Curb radius to be high-strength / reinforced

Note: Curb radius to be high-strength / reinforced

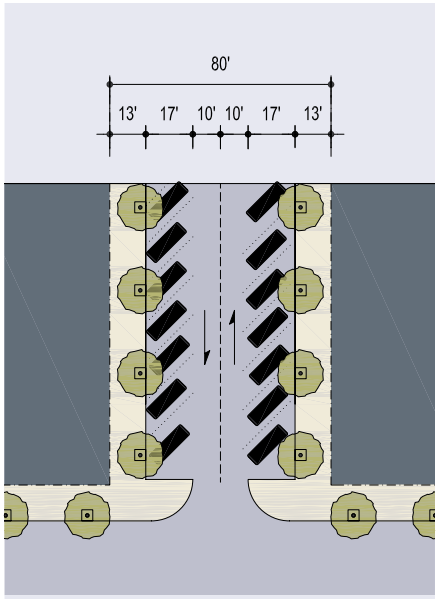
TABLE 4C THOROUGHFARE ASSEMBLIES

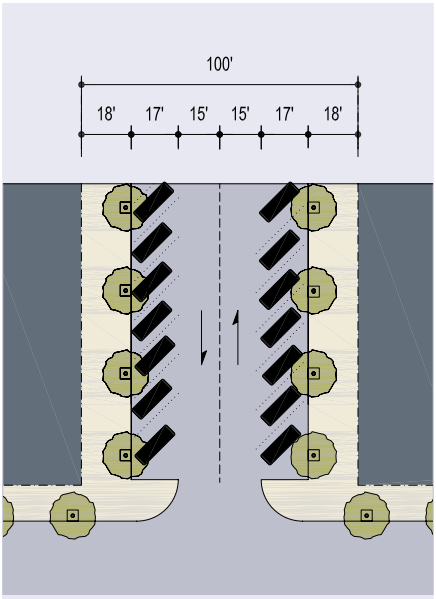
KEY ST-57-20-BL

- Thoroughfare Type
- Right of Way Width
- Pavement Width
- Transportation Provisions

THOROUGHFARE TYPES

Highway:	HW
Boulevard:	BV
Avenue:	AV
Commercial Street:	CS
Drive:	DR
Street:	ST
Road:	RD
Rear Alley:	RA
Rear Lane:	RL
Bicycle Trail:	BT
Bicycle Lane:	BL
Bicycle Route:	BR
Path:	PT
Passage:	PS
Transit Route:	TR





KEY	CS-80-54	CS-100-64
Thoroughfare Type	Commercial Street	Commercial Street
Sustainable Zone Assignment	VC, UC	VC, UC
Right-of-Way Width	80 feet	100 feet
Pavement Width	54 feet	64 feet
Movement	Slow Movement	Slow Movement
Design Speed	25 MPH	25 MPH
Pedestrian Crossing Time	5.7 seconds at corners	8.5 seconds at corners
Traffic Lanes	2 lanes	2 lanes
Parking Lanes	Both sides angled @ 17 feet marked	Both sides angled @ 17 feet marked
Curb Radius	10 feet	10 feet
Walkway Type	13 foot Sidewalk	18 foot Sidewalk
Planter Type	Tree well	Tree well
Curb Type	Curb	Curb
Landscape Type	Trees at 50' o.c. Avg.	Trees at 50' o.c. Avg.
Transportation Provision		

Note: Curb radius to be high-strength / reinforced

Note: Curb radius to be high-strength / reinforced

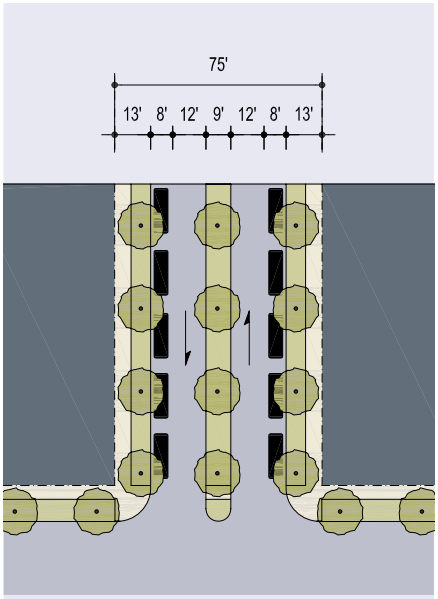
TABLE 4C THOROUGHFARE ASSEMBLIES

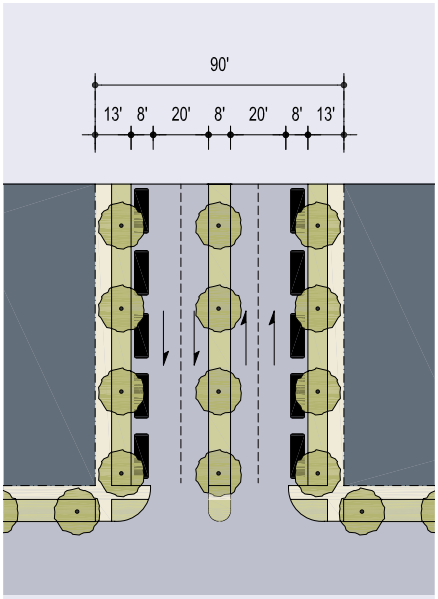
KEY ST-57-20-BL

- Thoroughfare Type
- Right of Way Width
- Pavement Width
- Transportation Provisions

THOROUGHFARE TYPES

Highway:	HW
Boulevard:	BV
Avenue:	AV
Commercial Street:	CS
Drive:	DR
Street:	ST
Road:	RD
Rear Alley:	RA
Rear Lane:	RL
Bicycle Trail:	BT
Bicycle Lane:	BL
Bicycle Route:	BR
Path:	PT
Passage:	PS
Transit Route:	TR





KEY	AV-75-40	AV-90-56
Thoroughfare Type	Avenue	Avenue
Sustainable Zone Assignment	NG, NM, VC, UC	NG, NM, VC, UC
Right-of-Way Width	75 feet	90 feet
Pavement Width	40 feet total	56 feet total
Movement	Slow Movement	Slow Movement
Design Speed	25 MPH	25 MPH
Pedestrian Crossing Time	5.7 seconds - 5.7 seconds	5.7 seconds - 5.7 seconds at corners
Traffic Lanes	2 lanes	4 lanes
Parking Lanes	Both sides @ 8 feet marked	Both sides @ 8 feet marked
Curb Radius	10 feet	10 feet
Walkway Type	6 foot Sidewalk	6 foot Sidewalk
Planter Type	7 foot continuous Planter	7 foot continuous Planter
Curb Type	Curb or Swale	Curb or Swale
Landscape Type	Trees at 50' o.c. Avg.	Trees at 50' o.c. Avg.
Transportation Provision	BR, TR	BR, TR

Note: Curb radius to be high-strength / reinforced

Note: Curb radius to be high-strength / reinforced

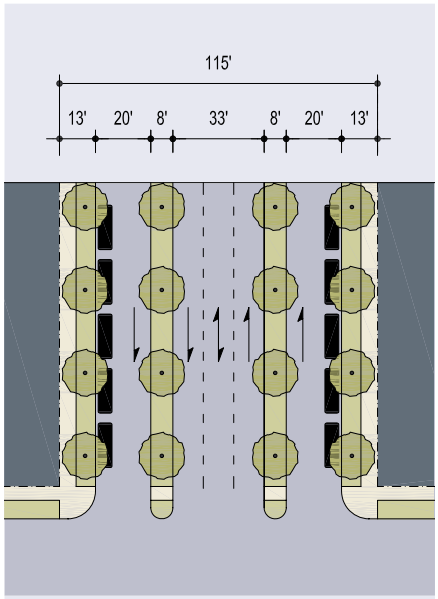
TABLE 4C THOROUGHFARE ASSEMBLIES

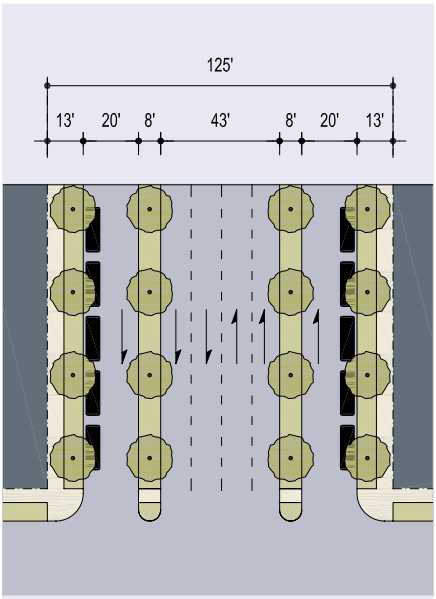
KEY ST-57-20-BL

- Thoroughfare Type
- Right of Way Width
- Pavement Width
- Transportation Provisions

THOROUGHFARE TYPES

Highway:	HW
Boulevard:	BV
Avenue:	AV
Commercial Street:	CS
Drive:	DR
Street:	ST
Road:	RD
Rear Alley:	RA
Rear Lane:	RL
Bicycle Trail:	BT
Bicycle Lane:	BL
Bicycle Route:	BR
Path:	PT
Passage:	PS
Transit Route:	TR





KEY	BV-115-33	BV-125-43
Thoroughfare Type	Boulevard	Boulevard
Sustainable Zone Assignment	VC, UC	VC, UC
Right-of-Way Width	115 feet	125 feet
Pavement Width	20 feet - 33 feet - 20 feet	20 feet - 43 feet - 20 feet
Movement	Free Movement (inner lanes)	Free Movement (inner lanes)
Design Speed	35 MPH	35 MPH
Pedestrian Crossing Time	5.7 seconds - 9.4 seconds - 5.7 seconds	5.7 seconds - 12.2 seconds - 5.7 seconds
Traffic Lanes	3 lanes, one turning lane & two one-way slip roads	4 lanes & two one-way slip roads
Parking Lanes	8 feet	8 feet
Curb Radius	10 feet	10 feet
Walkway Type	6 foot Sidewalk	6 foot Sidewalk
Planter Type	7 foot continuous Planter	7 foot continuous Planter
Curb Type	Curb	Curb
Landscape Type	Trees at 50' o.c. Avg.	Trees at 50' o.c. Avg.
Transportation Provision	BR, TR	BR, TR

Note: Curb radius to be high-strength / reinforced

Note: Curb radius to be high-strength / reinforced

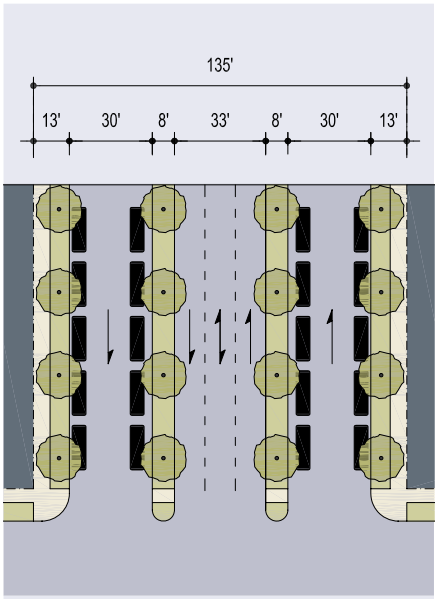
TABLE 4C THOROUGHFARE ASSEMBLIES

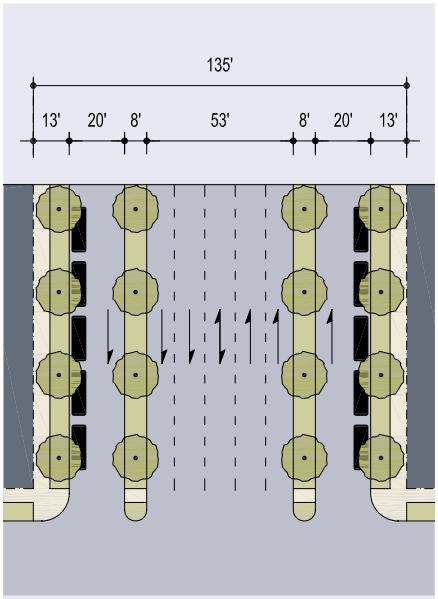
KEY ST-57-20-BL

- Thoroughfare Type
- Right of Way Width
- Pavement Width
- Transportation Provisions

THOROUGHFARE TYPES

Highway:	HW
Boulevard:	BV
Avenue:	AV
Commercial Street:	CS
Drive:	DR
Street:	ST
Road:	RD
Rear Alley:	RA
Rear Lane:	RL
Bicycle Trail:	BT
Bicycle Lane:	BL
Bicycle Route:	BR
Path:	PT
Passage:	PS
Transit Route:	TR





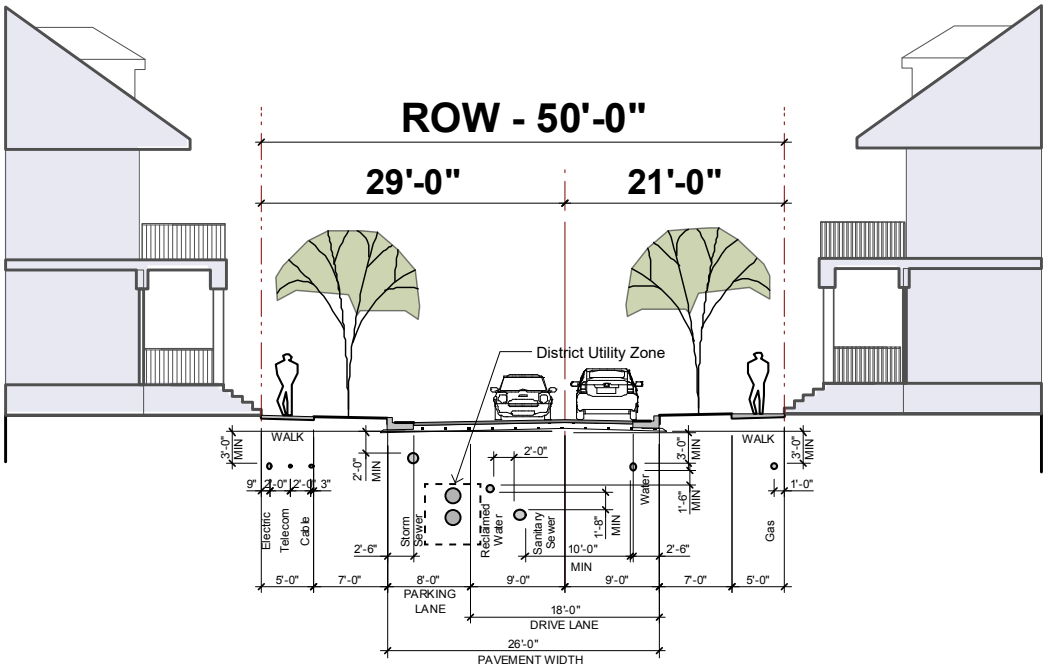
KEY	BV-135-33	BV-135-53
Thoroughfare Type	Boulevard	Boulevard
Sustainable Zone Assignment	VC, UC	VC, UC
Right-of-Way Width	135 feet	135 feet
Pavement Width	30 feet - 33 feet - 30 feet	20 feet - 53 feet - 20 feet
Movement	Free Movement	Free Movement
Design Speed	35 MPH	35 MPH
Pedestrian Crossing Time	8.5 seconds - 9.4 seconds - 8.5 seconds	5.7 seconds - 15.1 seconds - 5.7 seconds
Traffic Lanes	3 lanes, one turning lane & two one-way slip roads	5 Lanes, one turning lane & two one-way slip roads
Parking Lanes	8 feet	8 feet
Curb Radius	10 feet	10 feet
Walkway Type	6 foot Sidewalk	6 foot Sidewalk
Planter Type	7 foot continuous Planter	7 foot continuous Planter
Curb Type	Curb	Curb
Landscape Type	Trees at 50' o.c. Avg.	Trees at 50' o.c. Avg.
Transportation Provision	BR, TR	BR, TR

Note: Curb radius to be high-strength / reinforced

Note: Curb radius to be high-strength / reinforced

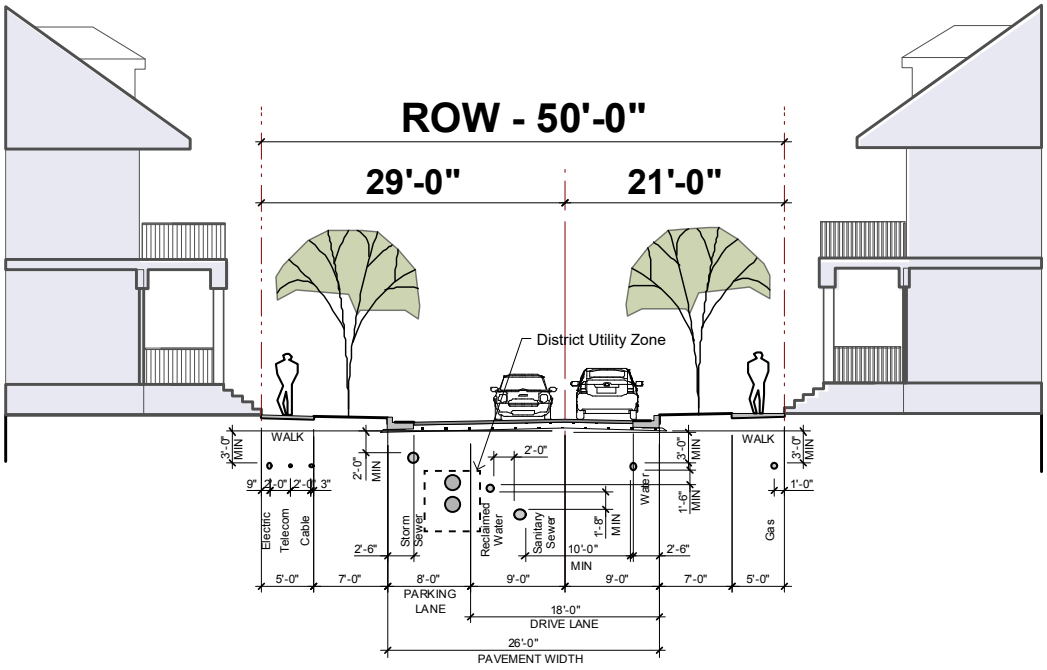
TABLE 4D. THOROUGHFARE CROSS SECTIONS

TABLE 4D: Thoroughfare Cross Sections. These Thoroughfares Cross Sections are assembled from the some of the typical Thoroughfares that appear in Table 4C and represent Standard Street Cross Sections Showing Utilities.



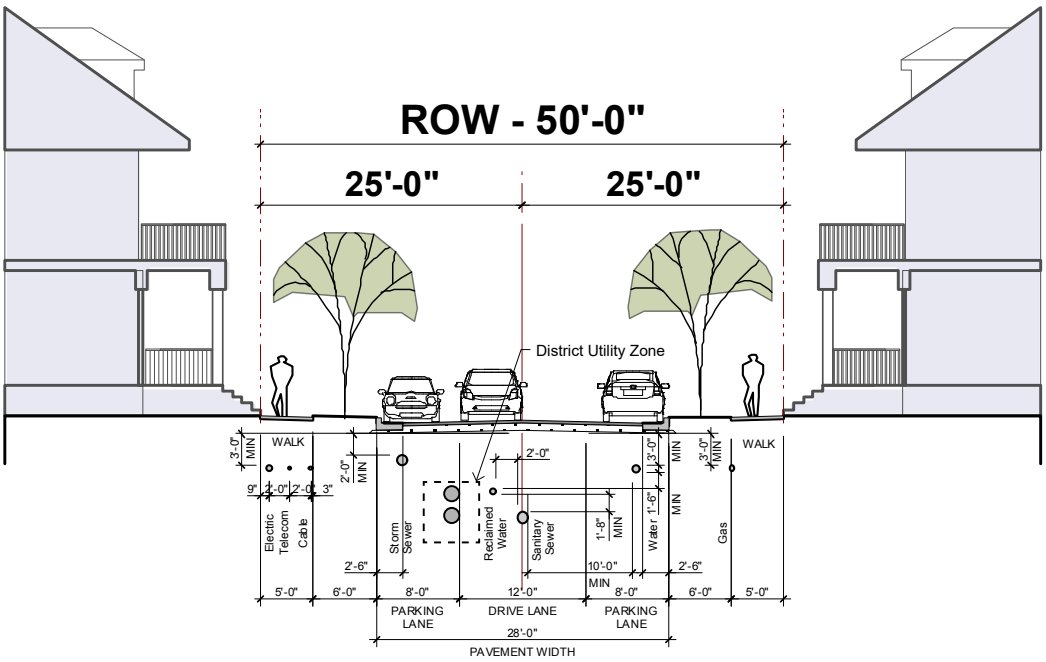
ST-50-26 without Rear Lane

Thoroughfare Sections with Utilities



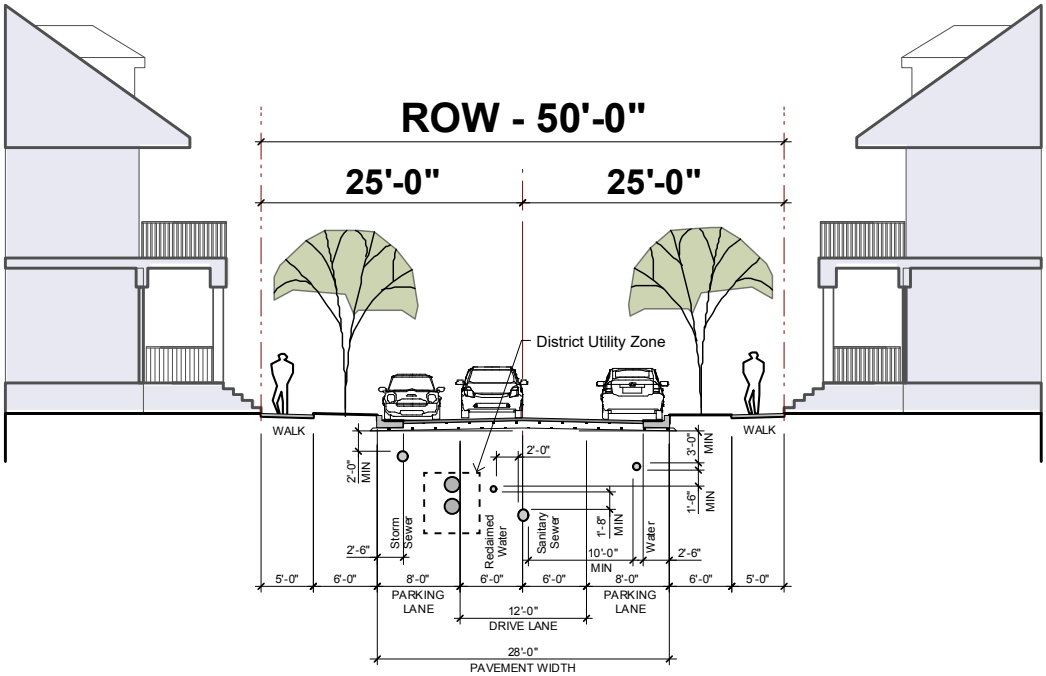
ST-50-26 with Rear Lane

Thoroughfare Sections with Utilities



ST-50-28 without Rear Lane

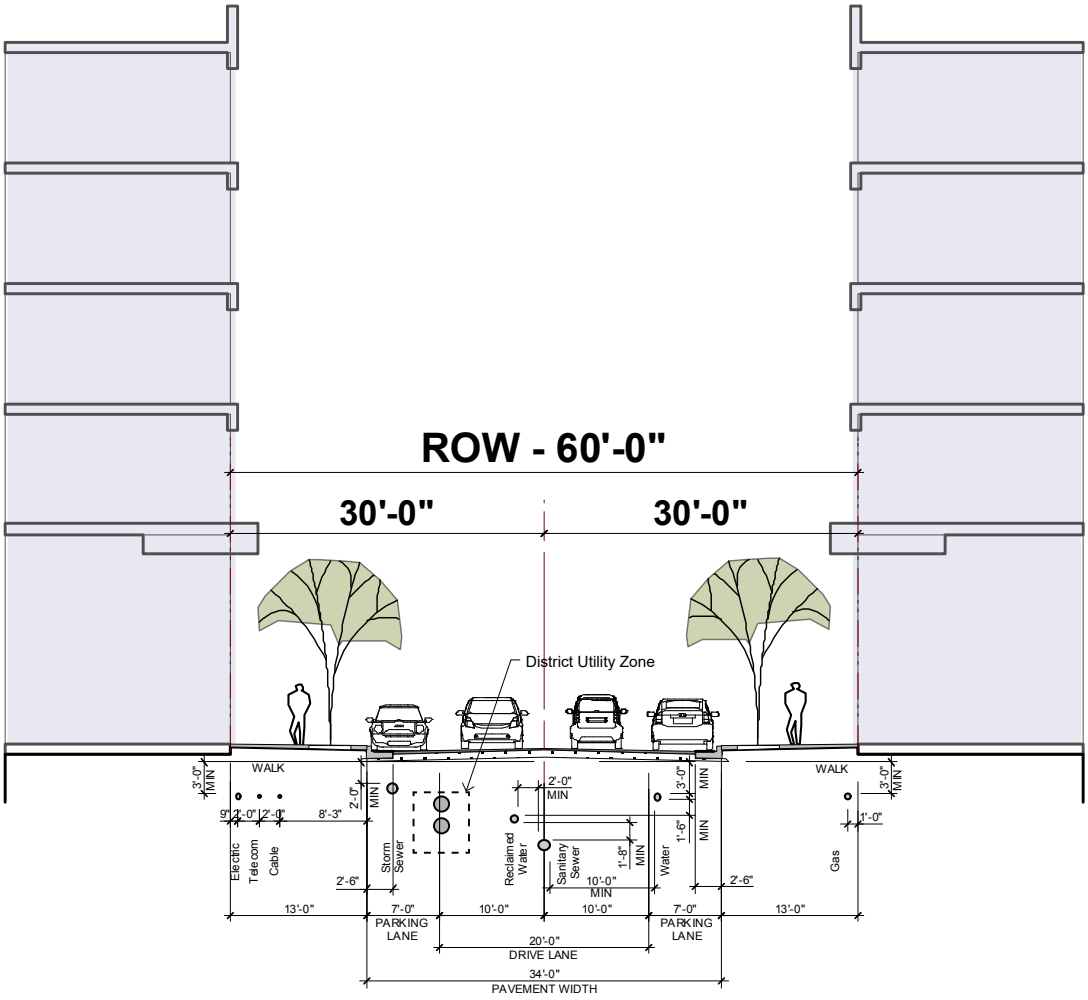
Thoroughfare Sections with Utilities



ST-50-28 with Rear Lane

Thoroughfare Sections with Utilities

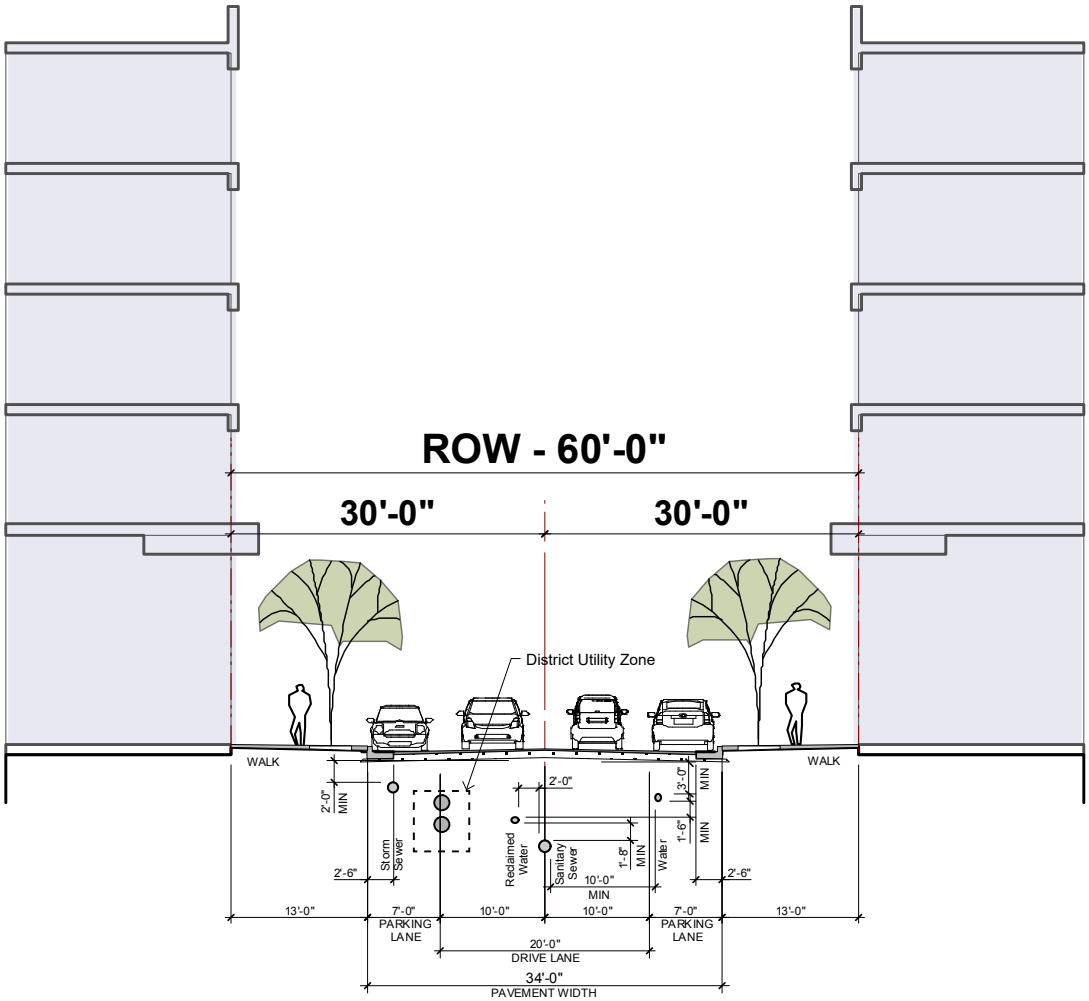
TABLE 4D. THOROUGHFARE CROSS SECTIONS



CS-60-34 without Rear Alley

Thoroughfare Sections with Utilities

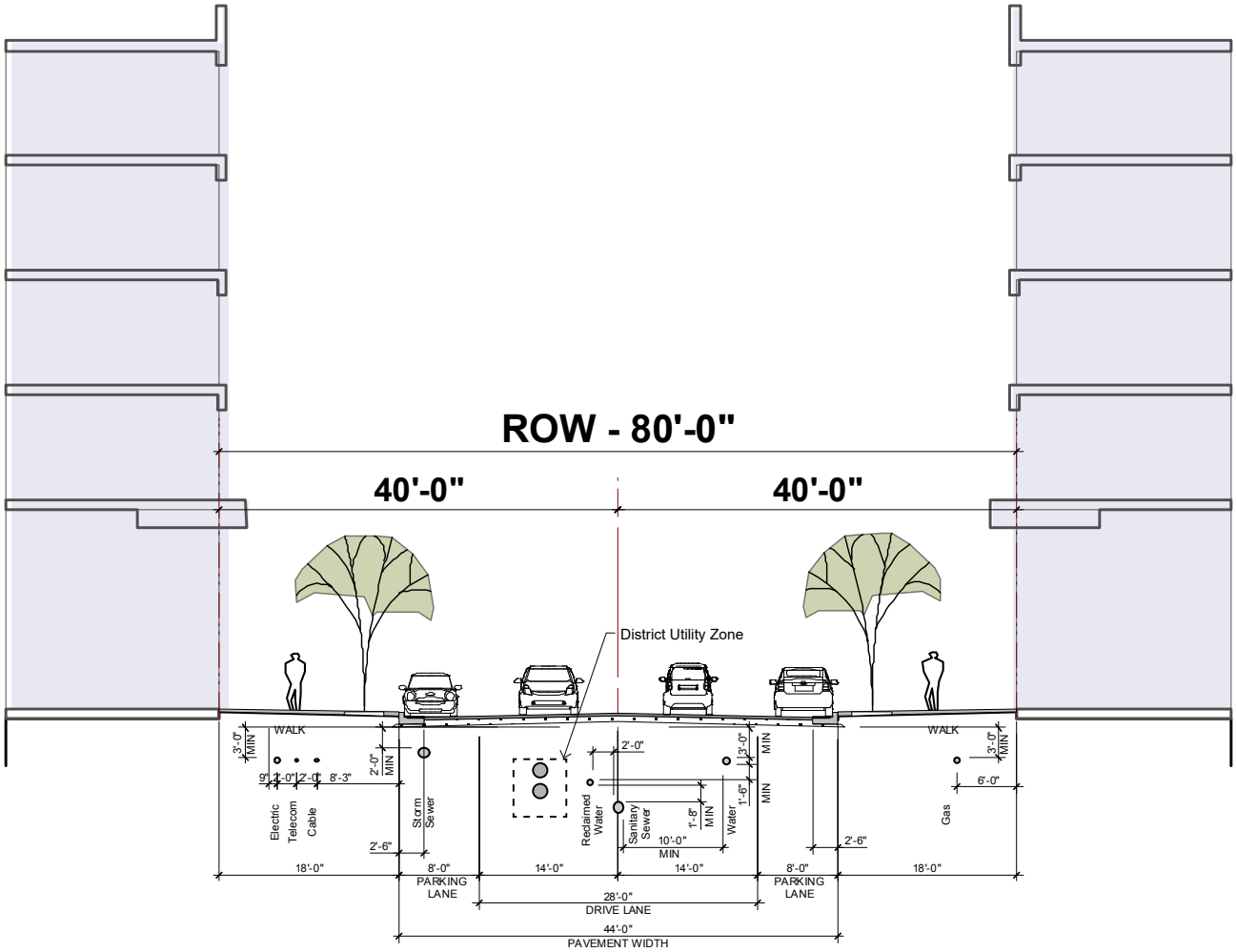
TABLE 4D. THOROUGHFARE CROSS SECTIONS



CS-60-34 with Rear Alley

Thoroughfare Sections with Utilities

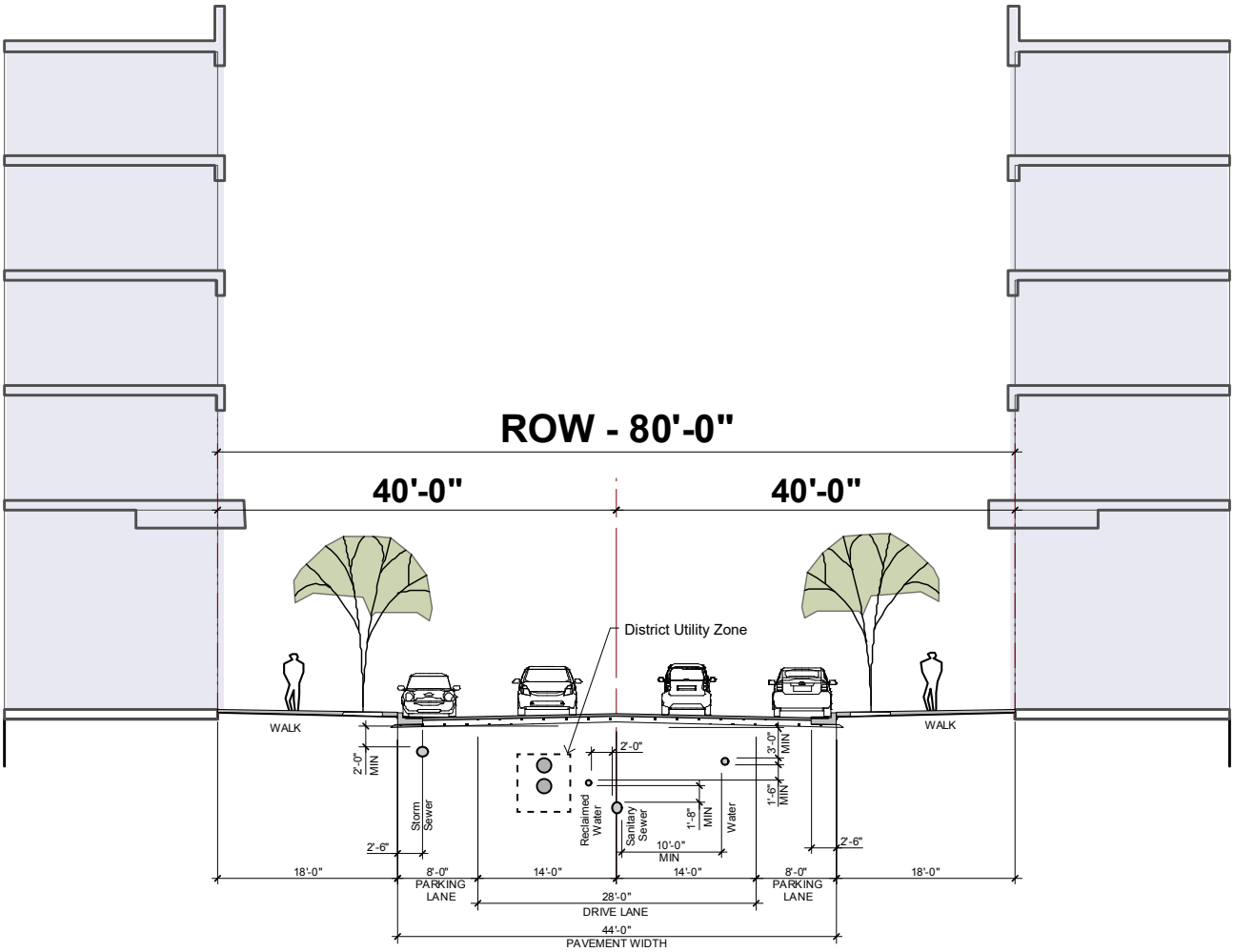
TABLE 4D. THOROUGHFARE CROSS SECTIONS



CS-80-44 without Rear Alley

Thoroughfare Sections with Utilities

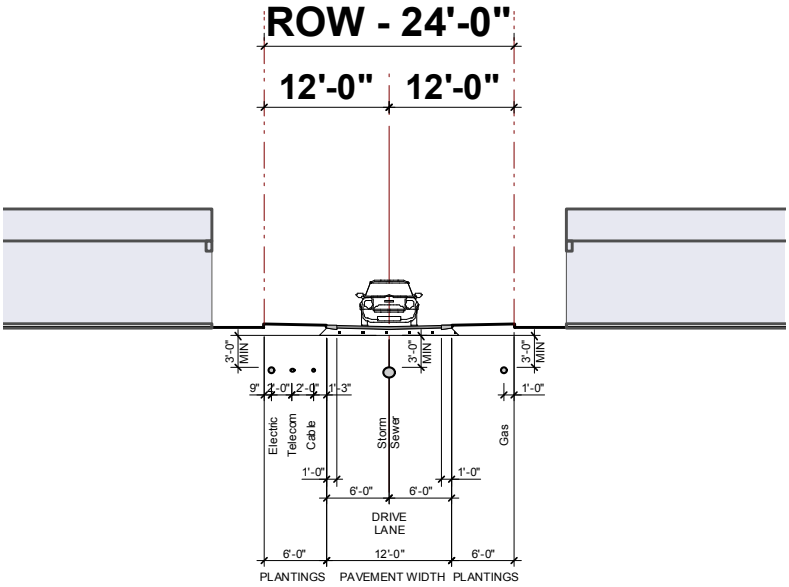
TABLE 4D. THOROUGHFARE CROSS SECTIONS



CS-80-44 with Rear Alley

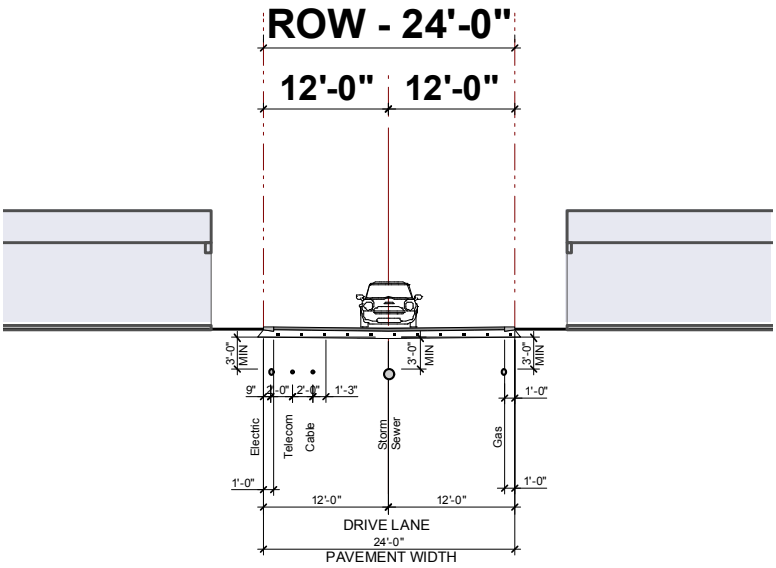
Thoroughfare Sections with Utilities

TABLE 4D. THOROUGHFARE CROSS SECTIONS



RL-12-24 Rear Lane

Thoroughfare Sections with Utilities



RA-24-24 Rear Alley

Thoroughfare Sections with Utilities

TABLE 6. PUBLIC PLANTING

TABLE 6: Public Planting. This table shows five common types of street tree shapes and their appropriateness within the Sustainable Zones. Provide adequate soil volumes for street trees set within hardscape. A registered professional shall prepare a landscape plan and provide planting details to ensure adequate soil preparation for the size and species proposed on the plan.

	OS	NG	NM	VC	UC	Native and Naturalized Plant List Table Page 27
Oval 	▪	▪	▪	▪	▪	
Ball 	▪	▪	▪	▪	▪	
Pyramid 	▪	▪	▪	▪	▪	
Umbrella 	▪	▪	▪	▪	▪	
Vase 	▪	▪	▪	▪	▪	

TABLE 6. PUBLIC PLANTING

TABLE 6: Public Planting. This table shows a list of native and naturalized trees divided in five common types of street tree shapes and their appropriateness within the Sustainable Zones. Other types of hardy plant material are allowed with TRC approval.

Oval Shape (OS, NG, NM, VC, UC)		Tree Size*
Acer campestre	Hedge Maple	L
Acer truncatum	Purpleblow Maple	M
Carpinus caroliniana	American Hornbeam	M
Pistacia chinensis cultivar “Keith Davey”	Chinese Pistache	M
Tilia americana	American Linden	L
Tilia cordata	Littleleaf Linden	M
Ball Shape (OS, NG, NM, VC, UC)		
Acer barbatum	Southern Sugar Maple	M
Acer buergeranum	Trident Maple	S
Acer ginnala	Amur Maple	M
Amelanchier arborea	Downy Serviceberry	M
Platanus X acerifolia	London Planetree	L
Quercus coccinea	Scarlet Oak	L
Quercus lyrata	Overcup Oak	L
Quercus phellos	Willow Oak	L
Qurcus shumardii	Shumard Oak	L
Quercus virginiana	Live Oak	L
Pyramid Shape (OS, NG, NM)		
Carpinus betulus	European Hornbeam	M
Cryptomeria japonica	Japanese Cryptomeria	M
Ginkgo biloba (Male only)	Ginkgo	L
Ilex opaca	American Holly	L
Juniperus virginiana	Eastern Redcedar	L
Magnolia grandifolia	Southern Magnolia	L
Metasequoia glyptostroboides	Dawn Redwood	L
Nyssa sylvatica	Black Gum	L
Umbrella Shape (OS, NG, NM)		
Celtis laevigata	Sugar Hackberry	L
Cornus florida	Flowering Dogwood	S
Gleditsia triacanthos var.inermis	Thornless Honey Locust	M
Koelreuteria paniculata	Golden Rain Tree	M
Ostrya virginiana	Ironwood	L
Ulmus parvifolia	Lacebark Elm	L
Vitex agnus-castus	Chaste Tree	S
Zelkova serrata	Japanese Zelkova	L
Vase Shape (OS, NG, NM)		
Acer ginnala	Amur Maple	M
Cercis canadensis	Eastern Redbud	S
Chionanthus virginicus	Fringetree	S
Lagerstroemia indica	Crape Myrtle	S/M
Styrax japonica	Japanese Snowbell	S

* Tree Size

Small Tree (S): Trees with a mature height of less than 20 feet tall. Small trees shall be planted in permeable areas no less than 6’ x 8’ and 3’ minimum depth of soil preparation per Town of Apex standards.

Medium Tree (M): Trees with mature height between 20 and 30 feet tall. Medium trees shall be planted in permeable areas no less than 6’ x 8’ and 3’ minimum depth of soil preparation per Town of Apex standards

Large Trees (L): Trees with mature height above 30 feet tall. Large trees shall be planted in permeable areas no less than 10’ x 12’ and 3’ minimum depth of soil preparation per Town of Apex standards

TABLE 7. PRIVATE FRONTAGES

TABLE 7: Private Frontages. The Private Frontage is the area between the building Facade and the Lot line. Note that buildings in B-Grid Zones reflect automobile-oriented standards with parking permitted in front and larger building setbacks.

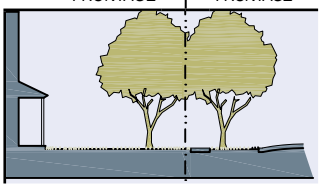
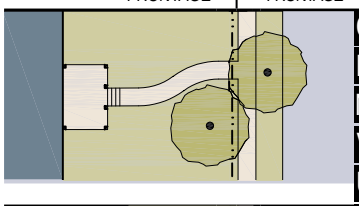
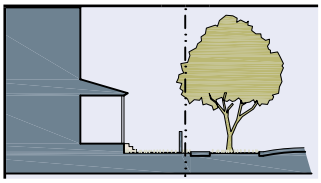
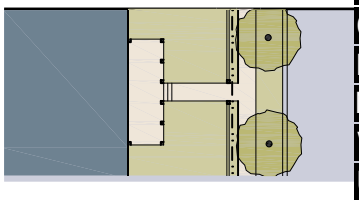
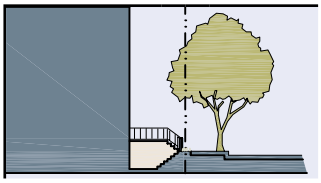
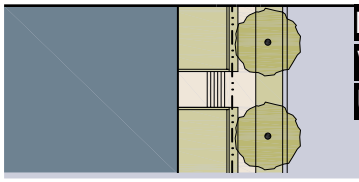
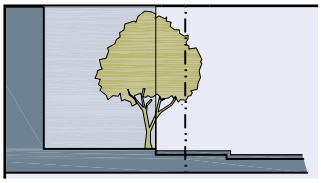
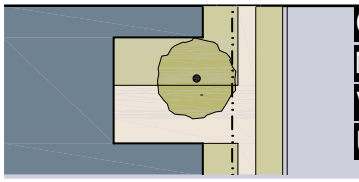
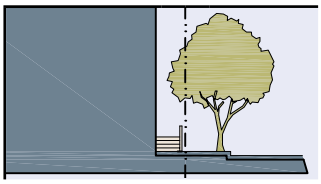
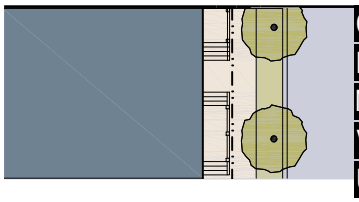
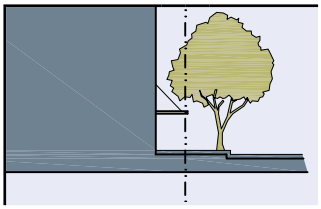
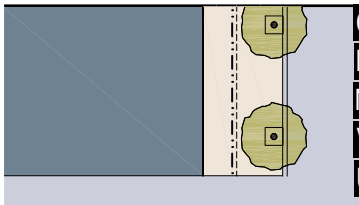
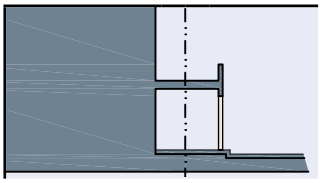
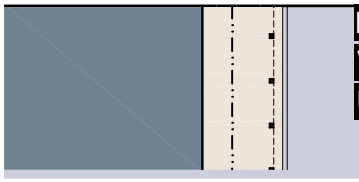
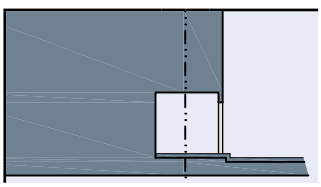
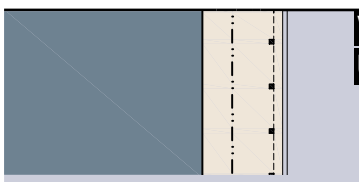
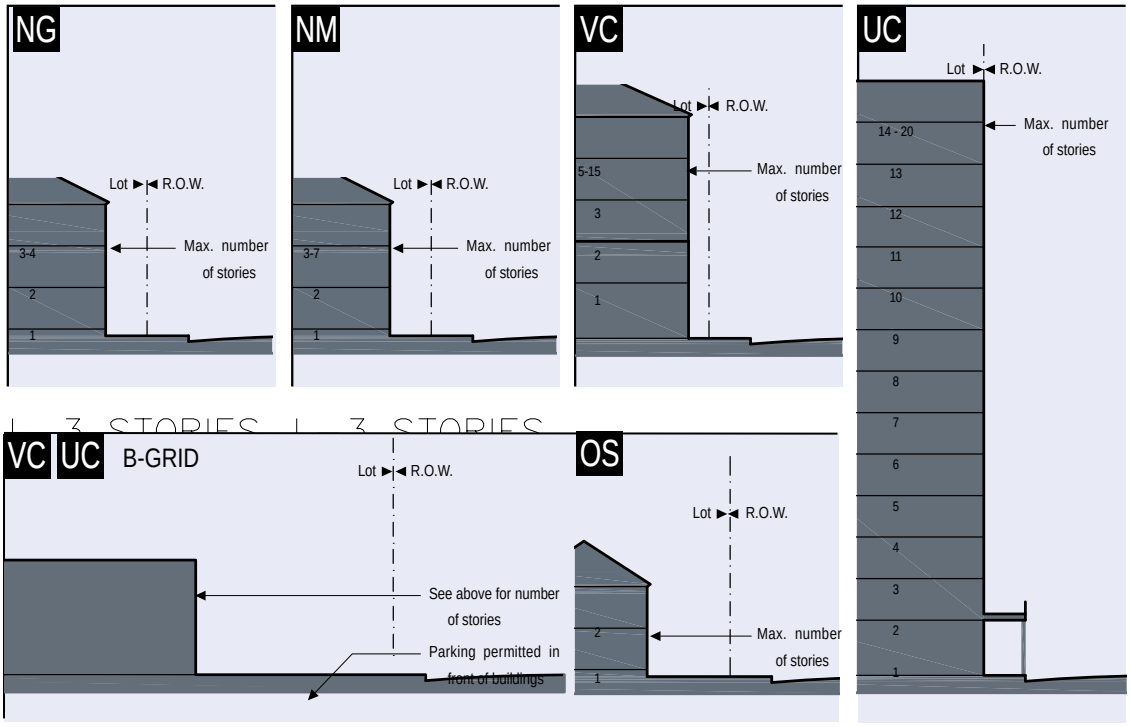
	SECTION	PLAN	
	LOT ► PRIVATE ► FRONTAGE ◄ R.O.W. ◄ PUBLIC FRONTAGE	LOT ► PRIVATE ► FRONTAGE ◄ R.O.W. ◄ PUBLIC FRONTAGE	
a. Common Yard - A-Grid: a planted Frontage wherein the Facade is set back from the Frontage Line. The front yard created remains unfenced and is visually continuous with adjacent yards, supporting a common landscape. Common Yard - B-Grid: a Frontage that permits parking in the front Layer with perimeter landscaping			OS NG NM VC UC
b. Porch: a planted Frontage wherein the Facade is set back from the Frontage Line with an attached porch permitted to Encroach. A fence, low wall or slope at the Frontage Line may be used to maintain street spatial definition. Porches shall be no less than 8 feet deep.			OS NG NM VC UC
c. Terrace or Lightwell: a Frontage wherein the Facade is set back from the Frontage line by an elevated terrace and/or a sunken Lightwell. This type buffers Residential use from urban Sidewalks and removes the private yard from public Encroachment. Terraces are suitable for conversion to outdoor cafes. Syn: Dooryard.			NM VC UC
d. Forecourt: a Frontage wherein a portion of the Facade is close to the Frontage Line and the central portion is set back. The Forecourt created is suitable for vehicular drop-offs. This type should be allocated in conjunction with other Frontage types. Large trees within the Forecourts may overhang the Sidewalks.			OS NM VC UC
e. Stoop: a Frontage wherein the Facade is aligned close to the Frontage Line with the first Story elevated from the Sidewalk sufficiently to secure privacy for the windows. The entrance is usually an exterior stair and landing. This type is recommended for ground-floor Residential use.			OS NG NM VC UC
f. Shopfront - A-Grid: a Frontage wherein the Facade is aligned close to the Frontage Line with the building entrance at Sidewalk grade. This type is conventional for Retail use. It has a substantial glazing on the Sidewalk level and may have awning or canopies that may overlap the Sidewalk to within 2 feet of the Curb. Syn: Retail Frontage. Shopfront- B-Grid: a Frontage that permits parking in the front Layer with perimeter landscaping			OS NG NM VC UC
g. Gallery: a Frontage wherein the Facade is aligned close to the Frontage line with an attached cantilevered shed or a lightweight colonnade overlapping the Sidewalk. This type is conventional for Retail use. The Gallery shall be no less than 10 feet wide (clear) and should overlap the Sidewalk to within 2 feet of the Curb.			NM VC UC
h. Arcade: a colonnade supporting habitable space that overlaps the Sidewalk, while the Facade at Sidewalk level remains at or behind the Frontage Line. This type is conventional for Retail use. The Arcade shall be no less than 12 feet wide (clear) and should overlap the Sidewalk to within 2 feet of the Curb. See Table 8.			VC UC

TABLE 8. BUILDING CONFIGURATION

TABLE 8: Building Configuration. This table shows the Configurations for different building heights for each Sustainable Zone. Maximum number of stories specified in Table 14k. Regardless of the number of stories, maximum height of a multi-story building shall not exceed 400 feet.



* UC not in excess of 20 stories without specific site plan review and approval by Council.

Stepbacks/Arcade/Gallery Heights. The diagrams below show Arcade and Gallery Frontages. Diagrams above apply to all other Frontages.

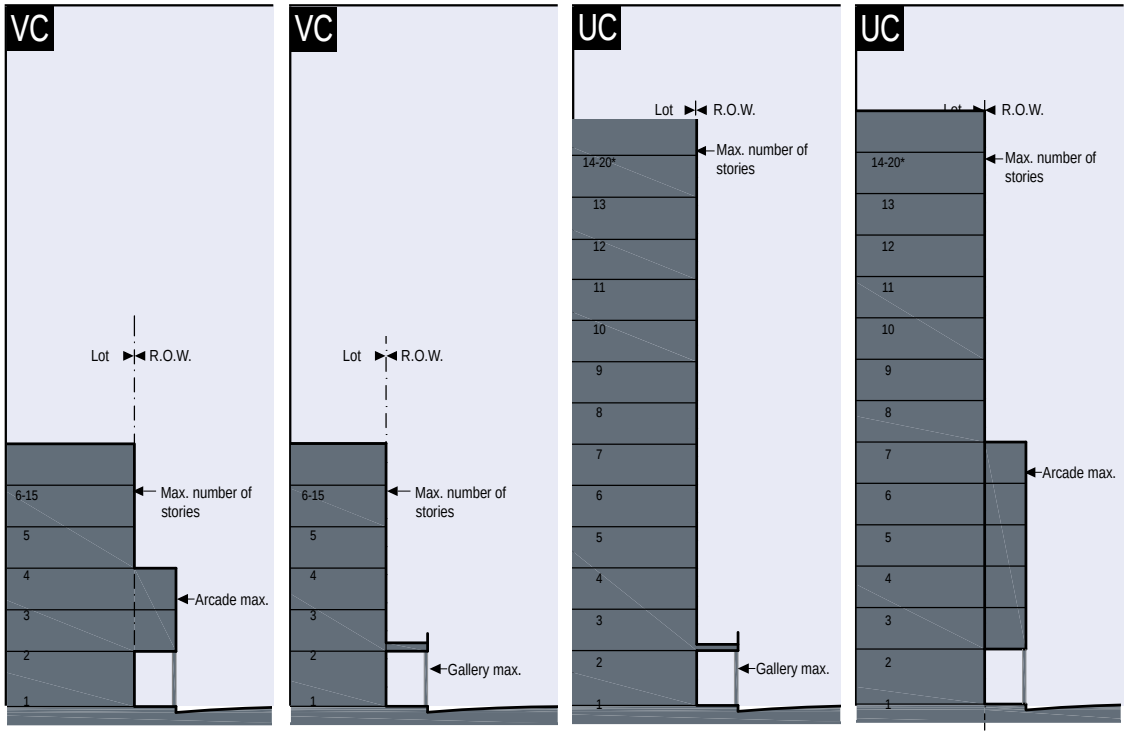
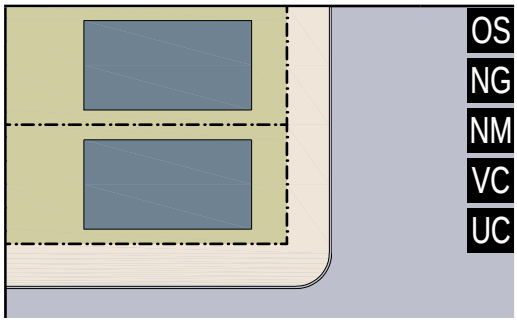


TABLE 9. BUILDING DISPOSITION

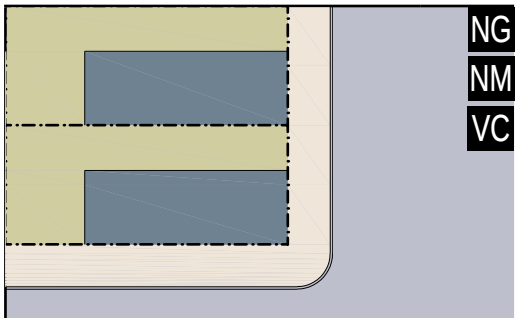
TABLE 9: Building Disposition. This table depicts the location of the structure relative to the boundaries of each individual Lot, establishing suitable basic building types for each Sustainable Zone.

a. Edgeyard - A-Grid: A building that occupies the center of its Lot with Setbacks on all sides. The front yard is visually continuous with the yards of adjacent buildings. The rear yard can be secured for privacy by fences and a well-placed Backbuilding and/or Outbuilding.

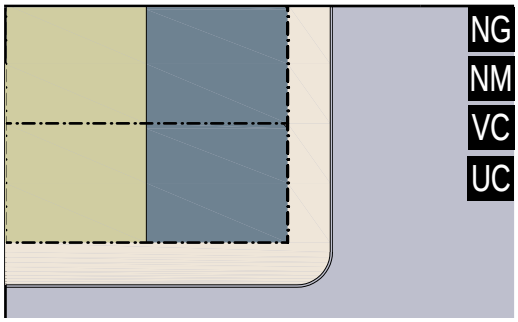
Edgeyard - B-Grid (VC & UC Zones): A building that occupies the center of its Lot with Setbacks on all sides. The front Layer side and rear yards may be used for parking. This is the least urban of types as the building Facade sets back from the Frontage. The rear yard can be used for truck access and may secured for privacy by fences.



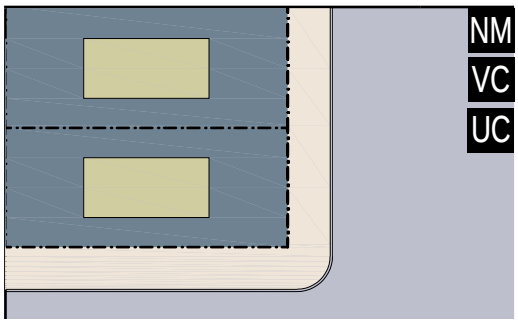
b. Sideyard: A building that occupies one side of the Lot with the Setback to the other side. A shallow Frontage Setback defines a more urban condition. If the adjacent building is similar with a blank side wall, the yard can be quite private. This type permits systematic climatic orientation in response to the sun or the breeze.



c. Rearyard: A building that occupies the full Frontage, leaving the rear of the Lot as the sole yard for residential and as building, sole yard or structured parking for other uses. This is a very urban type as the continuous Facade steadily defines the public Thoroughfare. The rear Elevations may be articulated for functional purposes. In its Residential form, this type is the Townhouse. For its Commercial form, the rear yard can accommodate substantial parking.



d. Courtyard: A building that occupies the boundaries of its Lot while internally defining one or more private spaces. This is the most urban of types, as it is able to shield the private realm from all sides while strongly defining the public Thoroughfare. Because of its ability to accommodate incompatible activities, masking them from all sides.



TABLES 10 & 11. BUILDING FUNCTION & PARKING CALCULATIONS

TABLE 10: Building Function. This table categorizes Building Functions within Sustainable Zones. Parking requirements are correlated to functional intensity. For Specific Function and Use permitted By Right or by Administrative Approval, see Table 12. The Commercial Function of a Live-Work unit may be anywhere in the unit. It may be occupied by a business operator who lives in the same structure that contains the Commercial activity or industry.

	OS NG	NM	VC UC
a. RESIDENTIAL	Residential: The number of single family dwellings on each Lot is restricted to one within a Principal Building and one within an Accessory Building. Both dwellings shall be under single ownership. The habitable area of the Accessory Unit shall not exceed 800 sf, excluding the enclosed parking area. See Table 11A for required parking.	Residential: The number of dwellings on each Lot is calculated by the minimum requirement of parking places for each dwelling, a ratio which may be reduced according to the shared parking standards (See Table 11). See Table 11A for required parking.	Residential: The number of dwellings on each Lot is calculated by the minimum requirement of 1.0 parking places per dwelling, a ratio which may be reduced according to the shared parking standards (See Table 11). Parking requirements may be satisfied off-site per Section 5.7. Parking is calculated by the minimum requirement of 0.75 parking places per dwelling for Independent Living.
b. LODGING	Lodging: The number of bedrooms available on each Lot for lodging is calculated by the requirement of 1.0 assigned parking place for each bedroom, up to five, in addition to the parking requirement for the dwelling. Food service may be provided in the a.m. Not applicable for OS.	Lodging: The number of bedrooms available on each Lot for lodging is calculated by the minimum requirement of 1.0 assigned parking places for each bedroom, up to twelve, in addition to the parking requirement for the dwelling. Food service may be provided at all times.	Lodging: The number of bedrooms available on each Lot for lodging is calculated by the minimum requirement of 0.5 assigned parking places for each bedroom. Food service may be provided at all times. The area allocated for food service shall be calculated and provided with parking according to Retail Function. Parking requirements may be satisfied off-site per Section 5.7.
c. OFFICE / MANUFACTURING	**Office/Manufacturing:** The building area available for office use on each Lot is restricted to the first Story of the Principal or the Accessory Building and by the minimum requirement of 3.0 assigned parking places per 1000 square feet of gross office space in addition to the parking requirement for any dwellings. The specific use shall be further limited to 8,000 SF for any single tenant use. Not applicable for OS.	Office/Manufacturing: The building area available for office may include the Accessory building, and by the minimum requirement of 3.0 assigned parking places per 1000 square feet of gross office space in addition to any parking requirement for other uses.	**Office/Manufacturing:** The building area available for office use on each Lot is calculated by the minimum requirement of 1.6 assigned parking places per 1000 square feet of gross office space. Parking requirements may be satisfied off-site per Section 5.7.
d. RETAIL	Retail: The building area available for Retail use is calculated by the minimum requirement of 3.0 assigned parking places per 1000 square feet of gross Retail space in addition to the parking requirement of any dwellings. The specific use shall be further limited to 8,000 SF for any single tenant use, or food service seating no more than 100.	Retail: The building area available for Retail use is calculated by the minimum requirement of 3.0 assigned parking places per 1000 square feet of gross Retail space in addition to any parking requirement for other uses. The specific use shall be further limited by Table 12 to include, but not be limited to neighborhood stores, or food service seating no more than 120.	Retail: The building area available for Retail use is calculated by the minimum requirement of 2.5 assigned parking places per 1000 square feet of gross Retail space. Retail spaces under 1500 square feet are exempt from parking requirements. Parking requirements may be satisfied off-site per Section 5.7.
e. CIVIC	See Table 12	See Table 12	See Table 12
f. OTHER	See Table 12	See Table 12	See Table 12

TABLE 11: Parking Calculations. The Shared Parking Factor for two Functions, when divided into the sum of the two amounts as listed on the Required Parking table below, produces the Effective Parking needed for each site involved in sharing. Conversely, if the Sharing Factor is used as a multiplier, it indicates the amount of building allowed on each site given the parking available. Within the overlay area of a Transit Oriented Development (TOD) the Effective Parking may be further adjusted downward by 30%.

REQUIRED PARKING (See Table 10)

	OS NG	NM	VC UC
RESIDENTIAL	See Table 11A	See Table 11A	1.0 / dwelling
LODGING	1.0 / bedroom	1.0 / bedroom	0.5 / bedroom
OFFICE	3.0 / 1000 sq. ft.	3.0 / 1000 sq. ft.	1.6 / 1000 sq. ft.
RETAIL	3.0 / 1000 sq. ft.	3.0 / 1000 sq. ft.	2.5 / 1000 sq. ft.
CIVIC	Determined by the Planning Director or Planning Director's designee		
OTHER	Determined by the Planning Director or Planning Director's designee		

SHARED PARKING FACTOR

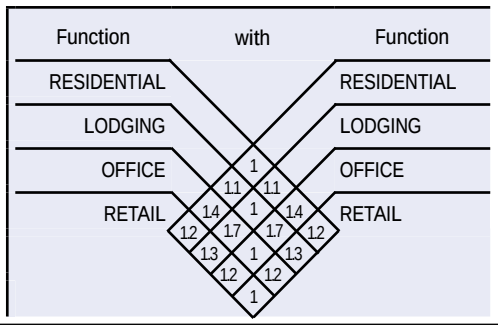


TABLE 11A. PARKING

Single Family Residential Building Types. This parking diagram illustrates the parking locations for on and off street parking for the various residential building types within the Neighborhood General and Neighborhood Mixed-Use Zones. Parking is calculated by the minimum requirement of 0.75 parking places per dwelling for Independent Living.

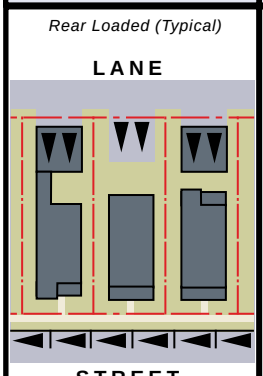
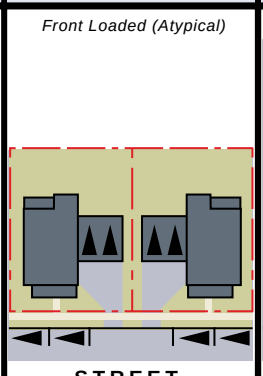
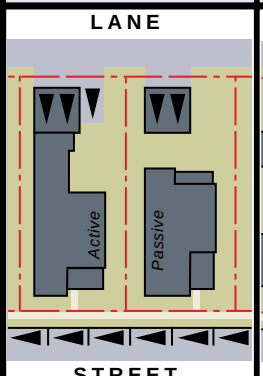
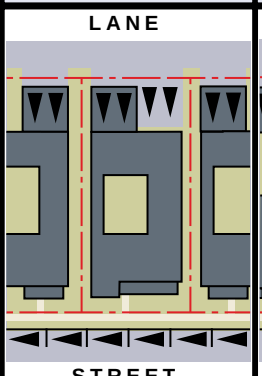
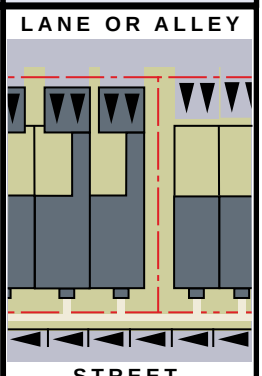
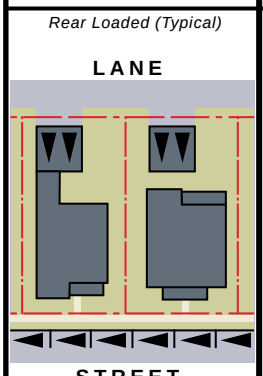
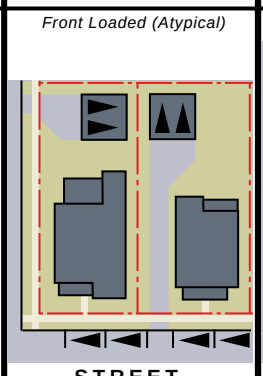
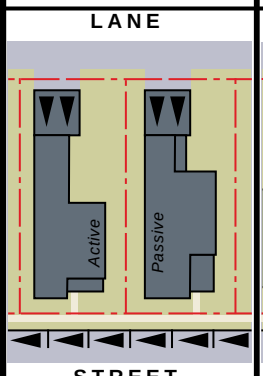
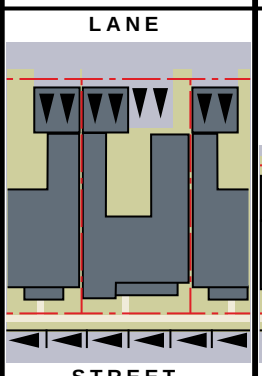
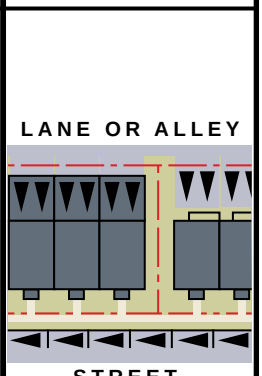
NG NM	NG NM	NG NM	NM	NG NM
Detached House	Detached House	Sideyard House	Courtyard House	Townhouse
				
				
Detached House: an edge yard building type. A single-family dwelling on small to large lots, shared with an accessory building in the rear yard.	**Detached House:** an edge yard building type. A single-family dwelling on medium to large lots, shared with an accessory building in the rear yard and front or side driveway where alley is not available (atypical condition).	**Sideyard House:** a sideyard building type. A single-family dwelling which occupies one side of the lot, with the primary yard to the other side, shared with ancillary building in the rear yard.	**Courtyard House:** a courtyard building type which surrounds one or more private yards. This is a functionally flexible type as it is able to shield the private open space from a public realm of great intensity.	**Townhouse:** a rear yard building type. A single family dwelling with common walls on the side lot lines, the facades forming a continuous frontage line. Rowhouses are the highest density type able to provide private yards..
NG **Required Parking:** 2 Off-Street	NG **Required Parking:** 2 Off-Street	NG **Required Parking:** 2 Off-Street	NG **Required Parking:** 2 Off-Street	NG **Required Parking:** 2 Off-Street
NM **Required Parking:** 2 Off-Street Table 11 Shared Parking Factor does not apply to this use.	NM **Required Parking:** 2 Off-Street Table 11 Shared Parking Factor does not apply to this use.	NM **Required Parking:** 2 Off-Street Table 11 Shared Parking Factor does not apply to this use.	NM **Required Parking:** 2 Off-Street Table 11 Shared Parking Factor does not apply to this use.	NM **Required Parking:** 2 Off-Street Table 11 Shared Parking Factor does not apply to this use.

TABLE 11A. PARKING

Townhome and Multi-Family Residential Building Types. This parking diagram illustrates the parking locations for on and off street parking for the various residential building types within the Neighborhood General and Neighborhood Mixed-Use Zones. Parking is calculated by the minimum requirement of 0.75 parking places per dwelling for Independent Living.

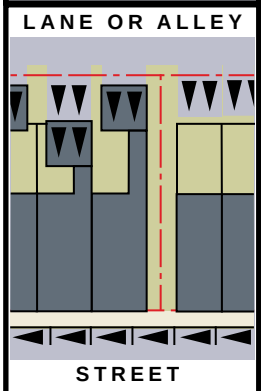
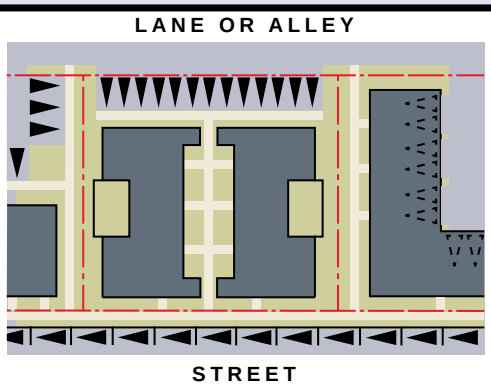
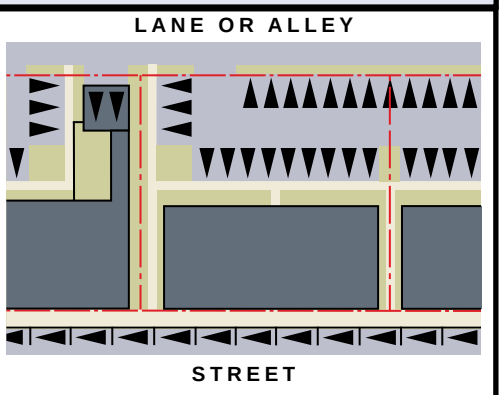
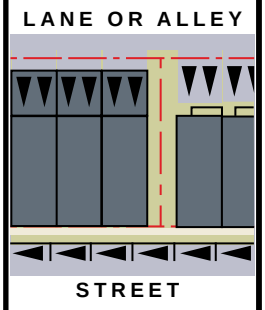
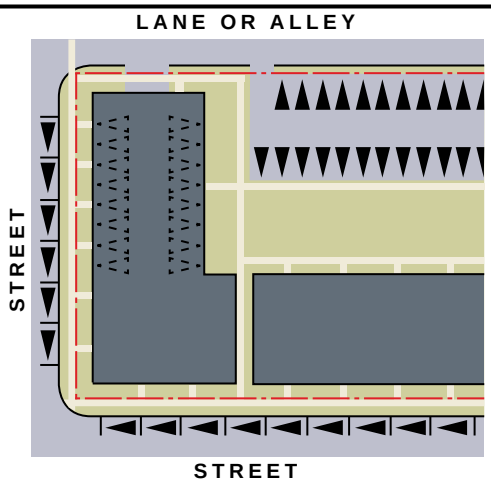
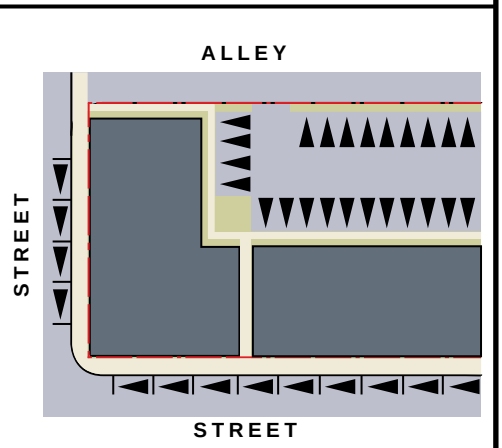
NG NM	NM	NG NM
Live-Work	Multi-Family or Apartment	Mixed Use
		
		
Live-Work: a rear yard, fully mixed use building type with one dwelling above or behind a commercial space. NG **Required Parking:** 2 Off-Street 1 On-Street NM **Required Parking:** 2 Off-Street 1 On-Street Table 11 Shared Parking Factor does not apply to this use.	**Multi-Family or Apartment:** a rear yard residential building type accommodating multiple dwellings disposed above and beside each other, with individual or sharing entries. Parking may be on the surface, structured or underground. NM **Required Parking:** 1.25 Parking Spaces per Unit	**Mixed Use Building or Mixed Use Block:** a rear yard, flexible commercial building type with residential uses above. Commercial buildings may have floor plates deeper than residential ones. NG **Required Parking (Residential):** 1.50 Off-Street Spaces per Unit NM **Required Parking (Residential):** 1.25 Off-Street Spaces per Unit

TABLE 12. SPECIFIC FUNCTION & USE

TABLE 12: Specific Function & Use. This table expands the categories of Table 10 to delegate specific Functions and uses within Sustainable Zones. Table 12 has been customized for local character and requirements. The Sustainable Development District provides for the following uses to be permitted within the Sustainable Zones.

Permitted (P): The permitted uses for the District

Permitted (b): The permitted uses for the District on B-Grid Thoroughfares and within B-Grid Zones only

SUSTAINABLE ZONE	OS	NG	NM	VC	UC
a. RESIDENTIAL					
Accessory Unit or Building		P	P	P	
Condominium			P	P	P
Congregate living facility *			P	P	P
Duplex		P	P		
Family care home *		P	P		
Farm residence	P	P	P		
Historic Site, Adaptive Use	P	P	P	P	P
Independent living		P	P	P	P
Multi-family or apartment			P	P	P
Nursing or convalescent facility *			P	P	P
Single-family		P	P	P	
Townhouse		P	P	P	P
Townhouse, detached		P			
Triplexes or quadplexes			P	P	
Live-Work		P	P	P	P
Modular Construction		P	P	P	P
Mixed Use Block		P	P	P	P
b. PUBLIC/CIVIC USES					
Ambulatory healthcare facility				P	P
Amphitheater **	P	P	P	P	P
Assembly hall, nonprofit			P	P	P
Church, or place of worship		P	P	P	P
Cemetery	P	P	P	P	P
Day care facility		P	P	P	P
Government service		P	P	P	P
Heliport or helipad	P		P	P	P
Hospital				P	P
Natatorium **	P		P	P	P
Restrooms	P	P	P	P	P
Picnic Shelter **	P	P	P	P	P
School, public or private **		P	P	P	P
Transportation facility				P	P
Veterinary clinic or hospital			P	P	P
c. UTILITIES					
Communication tower, (Commercial; Stealth)	P	P	P	P	P
Communication or water tower Integrated Into building or structure (Camouflage Stealth)	P	P	P	P	P
Utility, Minor	P			P	P
Power facility	P			P	P
Renewable Energy Facilities	P	P	P	P	P
d. RECREATIONAL USES					
Arena, auditorium, or stadium **	P			P	P
Entertainment, indoor **				P	P
Entertainment, outdoor **	P		P	P	P
Greenway	P	P	P	P	P
Horse boarding and riding stable **	P				
Park, active	P	P	P	P	P
Park, passive	P	P	P	P	P
Recreation facility, private	P	P	P	P	P
e. COMMUNICATIONS					
Broadcast station (radio and television)				b	P
Radio and television recording studio				b	P

TABLE 12. SPECIFIC FUNCTION & USE

SUSTAINABLE ZONE	OS	NG	NM	VC	UC
f. FOOD AND BEVERAGE SERVICE					
Concessions	P		P	P	P
Restaurant, drive-through				P	b
Restaurant, general	P		P	P	P
Bar or nightclub			P	P	P
g. OFFICE LAB AND RESEARCH					
Dispatching office				P	P
Historic site – adaptive use	P	P	P	P	P
Medical or dental clinic or office			P	P	P
Medical or dental laboratory				P	P
Office, business or professional			P	P	P
Publishing office			P	P	P
Research facility				P	P
h. PARKING, COMMERCIAL					
Parking Garage (deck), commercial			P	P	P
Parking Garage (deck) private			P	P	P
Parking lot, commercial				P	P
Parking lot, surface	P	P	P	P	P
i. LODGING					
Bed and breakfast (up to 5 rooms)		P	P	P	P
Bed and breakfast (up to 12 rooms)			P	P	P
Hotel or motel			P	P	P
Conference Center				P	P
Convention Center					P
School Dormitory				P	P
j. RETAIL SALES AND SERVICE					
Barber and beauty shop		P	P	P	P
Bookstore		P	P	P	P
Building Supplies, Retail				b	b
Convenience store			P	P	P
Convenience store with gas sales			P	P	P
Dry cleaners and laundry service		P	P	P	P
Farmer's market	P	P	P	P	P
Financial institution			P	P	P
Floral shop		P	P	P	P
Funeral home			P	P	P
Gas and fuel, retail				P	P
Greenhouse or nursery, retail			P	P	P
Grocery, general				P	P
Grocery, specialty		P	P	P	P
Health/fitness center or spa			P	P	P
Kennel, indoor				P	P
Laundromat			P	P	P
Newsstand or gift shop		P	P	P	P
Personal service			P	P	P
Pharmacy			P	P	P
Printing and copying service			P	P	P
Real estate sales		P	P	P	P
Retail Kiosk	P		P	P	P
Retail sales, bulky goods				b	b
Retail sales, general		P	P	P	P
Studio for art		P	P	P	P
Tailor shop		P	P	P	P
Theater				P	P
Shopping Center				P	P
k. VEHICLE REPAIR AND SERVICE					
Automotive paint or body shop					
Automotive parts				P	P
Automotive service station				P	P
Car wash or auto detailing				P	P
Repair services limited				P	P
Vehicle inspection center				P	P

TABLE 12. SPECIFIC FUNCTION & USE

SUSTAINABLE ZONE	OS	NG	NM	VC	UC
l. INDUSTRY, MANUFACTURING, STORAGE					
Biotechnology and Medical Devices				P	P
Information Technology and High					
Performance Computing				P	P
Manufacturing				P	P
Nanotechnology and Advanced Materials				P	P
Retail Storage within Retail spaces		P	P	P	P
Smart Power and Green Technology	P			P	P
Self-service storage			P	P	P
Warehousing				b	b
m. FOOD PRODUCTION (SEE TABLE 19)					
Farm	P				
Agricultural plots	P	P			
Vegetable gardens		P	P	P	P
Urban farms	P	P	P	P	
Community gardens	P	P	P	P	P
Green roofs		P	P	P	P
Vertical farms			P	P	P

If an application is submitted for a use type that is not permitted by Table 12 in one or more of the Sustainable Zones and the use type is not one prohibited by the UDO, the Planning Director shall be authorized to make a similar use interpretation based on the use categories Listed in Table 12. If the Planning Director determines that the proposed use does not fit any of the use categories, no similar use interpretation shall be made and the use shall not be permitted.

Any land uses not specially dealt with in this Table but otherwise permitted by the UDO and not excluded by any provision of this SD Plan are subject to a similar use interpretation by the Planning Director and if found to be similar to a use permitted by this Table shall be allowed within all sustainable zones in which the similar use is allowed.

* For the purposes of density and parking, dwelling rooms shall be treated as 0.2 dwelling units with parking per the multi-family requirements.

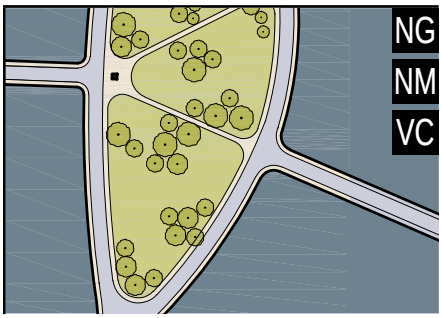
** The building and any portion of the lot routinely accessible to the public shall be included in the acreage designated pursuant to SD Plan 3.1.3.c.

TABLE 13. CIVIC SPACE

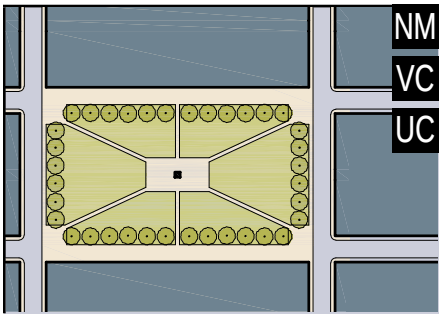
a. Park: A natural preserve available for unstructured recreation or a park for active recreation. A park may be independent of surrounding building Frontages. Its landscape shall consist of Paths and trails, meadows, waterbodies, woodland and open shelters, all naturalistically disposed. Parks may be lineal, following the trajectories of natural corridors.



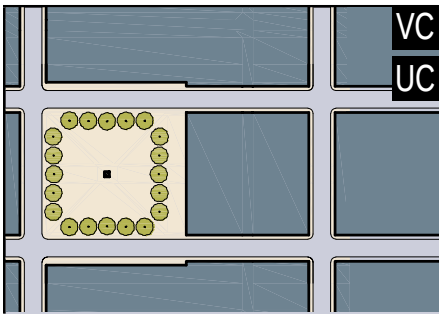
b. Green: An Open Space, available for unstructured recreation. A Green may be spatially defined by landscaping rather than building Frontages. Its landscape shall consist of lawn and trees, naturalistically disposed. The minimum size shall be 1/4 acre and the maximum shall be 8 acres.



c. Square: An Open Space available for unstructured recreation and Civic purposes. A Square is spatially defined by building Frontages. Its landscape shall consist of paths, lawns and trees, formally disposed. Squares shall be located at the intersection of important Thoroughfares. The minimum size shall be 1/2 acre and the maximum shall be 5 acres.



d. Plaza: A public or private Open Space available for Civic purposes and Commercial activities. A Plaza shall be spatially defined by building Frontages. Its landscape shall consist primarily of pavement. Trees are optional. Plazas should be located at the intersection of important streets. The minimum size shall be 1/8 acre and the maximum shall be 2 acres.



e. Playground: An Open Space designed and equipped for the recreation of children. A playground may be fenced and may include an open shelter. Playgrounds shall be interspersed within Residential areas and may be placed within a Block. Playgrounds may be included within Parks and Greens. There shall be no minimum or maximum size.

Dog Parks: An Open Space designed as a safe place where dogs may play and get exercise while not on a leash. Dog Parks shall be fenced and may be interspersed within Residential areas. They may be placed within a Block or included within Parks and Greens. There shall be no minimum or maximum size.

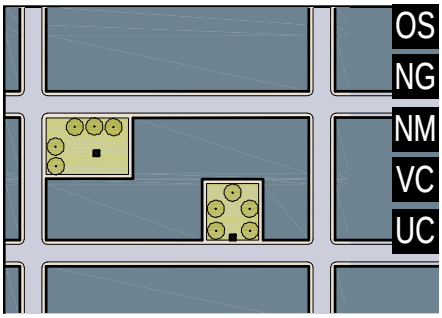
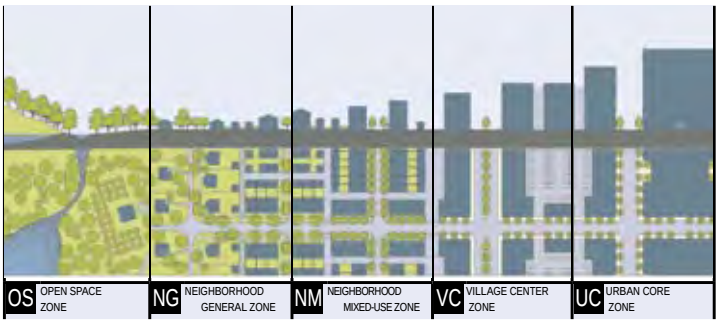


TABLE 14. FORM-BASED CODE SUMMARY



OS OPEN SPACE ZONE	NG NEIGHBORHOOD GENERAL ZONE	NM NEIGHBORHOOD MIXED-USE ZONE	VC VILLAGE CENTER ZONE	UC URBAN CORE ZONE
a. ALLOCATION OF ZONES				
Minimum Acres	not applicable	75 acres	50 acres	215 acres	135 acres
Min Acres for Non-Residential	variable	3 acres	7 acres	120 acres	75 acres
b. DENSITY (see Sustainable Development Concept Map					
By Right - DUA	not applicable	20 units / ac. gross	40 units / ac. gross	80 units / ac. gross	100 units / ac. gross
By Right - Other Uses - FAR	permitted	2.00 / ac. gross	4.00 / ac. gross	6.00 / ac. gross	12.00 / ac. gross
Maximum Impermeable Surface	30%	65%	75%	90%	100%
c. BLOCK SIZE					
Block Perimeter: A-Grids	no maximum	3000 ft. max	2400 ft. max	2000 ft. max *	2000 ft. max *
Block Perimeter: B-Grids	not applicable	not applicable	not applicable	* 3500 ft max with parking structures	
d. THOROUGHFARES (see Table 3 and Table 4)					
Highway (HW)	permitted	permitted	not permitted	not permitted	not permitted
Boulevard (BV)	not permitted	not permitted	not permitted	permitted	permitted
Avenue (AV)	not permitted	permitted	permitted	permitted	permitted
Commercial Street (CS)	not permitted	not permitted	not permitted	permitted	permitted
Drive (DR)	not permitted	permitted	permitted	permitted	permitted
Street (ST)	permitted	permitted	permitted	permitted	not permitted
Road (RD)	permitted	permitted	not permitted	not permitted	not permitted
Rear Lane (RL)	permitted	permitted	permitted	not permitted	not permitted
Rear Alley (RA)	not permitted	permitted	required	required	required
Path (PT)	permitted	permitted	permitted	not permitted	not permitted
Passage (PS)	not permitted	permitted	permitted	permitted	permitted
Bicycle Trail (BT)	permitted	permitted	not permitted *	not permitted *	not permitted *
Bicycle Lane (BL)	permitted	permitted	permitted	permitted	permitted
Bicycle Route (BR)	permitted	permitted	permitted	permitted	permitted
e. CIVIC SPACES (see Table 13)					* permitted within Open Spaces
Park	permitted	permitted	permitted	permitted	permitted
Green	not permitted	permitted	permitted	permitted	permitted
Square	not permitted	not permitted	permitted	permitted	permitted
Plaza	not permitted	not permitted	not permitted	permitted	permitted
Playground	permitted	permitted	permitted	permitted	permitted
f. LOT OCCUPATION					
Lot Width: A-Grids	variable	25 ft. min 120 ft. max	18 ft. min 400 ft. max	18 ft. min 600 ft. max	18 ft. min 700 ft. max
Lot Width: B-Grids	not applicable	not applicable	not applicable	no max	no max
g. SETBACKS - PRINCIPAL BUILDING (see Table 15)					
(g.1) Front Setback (Principal)	10 ft. min	15 ft. min	6 ft. min	0 ft. min	0 ft. min
(g.2) Front Setback (Secondary)	5 ft. min	12 ft. min	6 ft. min	0 ft. min	0 ft. min
(g.3) Side Setback	5 ft. min	0 ft. min.	0 ft. min	0 ft. min	0 ft. min
(g.4) Rear Setback	5 ft. min	12 ft. min	3 ft. min	3 ft. min	0 ft. min
h. SETBACKS - OUTBUILDING (see Table 15)					
(h.1) Front Setback	not applicable	20 ft. min +bldg setback	20 ft. min +bldg setback	40 ft. max from rear prop	not applicable
(h.2) Side Setback	not applicable	0 ft. or 3 ft. min	0 ft. or 3 ft. min	0 ft. min	not applicable
(h.3) Rear Setback	not applicable	3 ft. min	3 ft. min	3 ft. min	not applicable
i. BUILDING DISPOSITION (see Table 9)					
Edgeyard	permitted	permitted	permitted	permitted	permitted
Sideyard	not permitted	permitted	permitted	permitted	not permitted
Rearyard	not permitted	permitted	permitted	permitted	permitted
Courtyard	not permitted	not permitted	permitted	permitted	permitted
j. PRIVATE FRONTAGES (see Table 7)					
Common Yard	permitted	permitted	permitted	permitted	permitted
Porch & Fence	permitted	permitted	permitted	permitted	permitted
Terrace or Lightwell	not permitted	not permitted	permitted	permitted	permitted
Forecourt	permitted	not permitted	permitted	permitted	permitted
Stoop	permitted	permitted	permitted	permitted	permitted
Shopfront	permitted	permitted	permitted	permitted	permitted
Gallery	not permitted	permitted	permitted	permitted	permitted
Arcade	not permitted	not permitted	permitted	permitted	permitted
k. BUILDING CONFIGURATION (see Table 8)					
Principal Building	1 to 2 Stories	4 Stories max	7 Stories max, 1 min	15 Stories, Note 2, 1 min	20 Stories, Note 1, 1 min
Outbuilding	not applicable	2 Stories max	2 Stories max	2 Stories max	not applicable

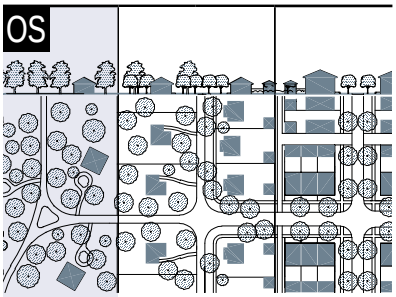
ZONE
LOT
DISPOSITION
CONFIGURATION

ARTICLE 5
ARTICLE 2, 3, 4

Note 1: Not in excess of 20 stories without specific site plan review and approval by Town Council.
Note 2: Not in excess of 15 stories without specific site plan review and approval by Town Council.
Note 3: Accessory Structures shall be treated as Principal Buildings.

TABLE 15A. FORM-BASED CODE GRAPHICS - OS - OPEN SPACE

OS



(see Table 1)

k. BUILDING CONFIGURATION (see Table 8)	
Principal Building	2 stories max.
Outbuilding	not applicable.
f. LOT OCCUPATION (see Table 14f)	
Lot Width	variable
i. BUILDING DISPOSITION (see Table 9)	
Edgeyard	permitted
Sideyard	not permitted
Rearyard	not permitted
Courtyard	not permitted
g. SETBACKS - PRINCIPAL BUILDING (see Table 14g)	
(g.1) Front Setback Principal	10 ft. min
(g.2) Front Setback Secondary	5 ft. min
(g.3) Side Setback	5 ft. min
(g.4) Rear Setback	5 ft. min
h. SETBACKS - OUTBUILDING (see Table 14h)	
(h.1) Front Setback	not applicable
(h.2) Side Setback	not applicable
(h.3) Rear Setback	not applicable
j. PRIVATE FRONTAGES (see Table 7)	
Common Lawn	permitted
Porch	permitted
Terrace or Lightwell.	not permitted
Forecourt	permitted
Stoop	permitted
Shopfront	permitted
Gallery	not permitted
Arcade	not permitted

Refer to Summary Table 14

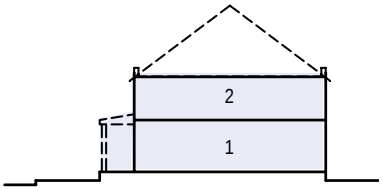
PARKING PROVISIONS
See Table 10 & Table 11

*or 15 ft. from center line of alley

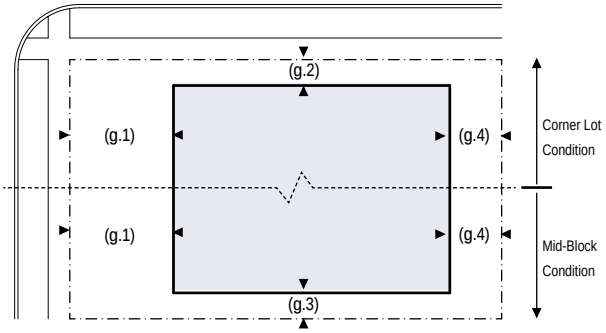
"N" stands for any Stories above those shown, up to the maximum. Refer to metrics for exact minimums and maximums

Vinyl Siding Notes:
1. Vinyl exterior material may be used in areas not in view of the public, such as service areas.
2. Elements such as vinyl trim, vinyl windows, decorative vents, and the like are permitted.

BUILDING CONFIGURATION
1. Stories exclude Attics and raised basements.



SETBACKS - PRINCIPAL BLDG
1. The Facades and Elevations of Principal Buildings shall be distanced from the Lot lines as shown.
2. Facades shall be built along the Principal Frontage.
3. Accessory Structures shall be treated as Principal Buildings.



SETBACKS - OUTBUILDING
1. Not applicable

PARKING PLACEMENT
1. Uncovered parking spaces may be provided within the second and third Layer as shown in the diagram (see Table 17d).
2. Covered parking shall be provided within the second or third Layer as shown in the diagram (see Table 17d). .
3. Trash containers shall be stored within the third Layer.

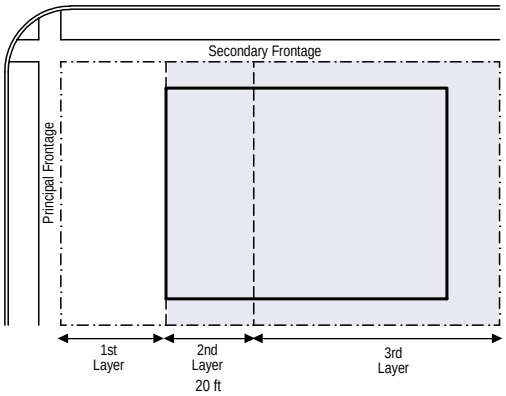
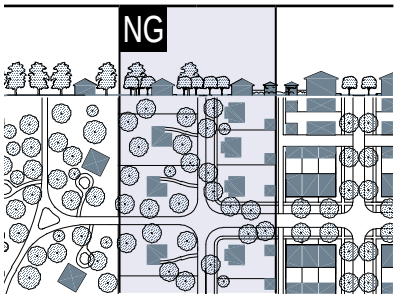


TABLE 15B. FORM-BASED CODE GRAPHICS - NG - NEIGHBORHOOD GENERAL



(see Table 1)

k. BUILDING CONFIGURATION (see Table 8)	
Principal Building	4 stories max.
Outbuilding	2 stories max.
f. LOT OCCUPATION (see Table 14f)	
Lot Width (Note 1)	25 ft. min 120 ft. max
i. BUILDING DISPOSITION (see Table 9)	
Edgeyard	permitted
Sideyard	permitted
Rearyard	permitted
Courtyard	not permitted
g. SETBACKS - PRINCIPAL BUILDING (see Table 14g)	
(g.1) Front Setback Principal	15 ft. min
(g.2) Front Setback Secondary	12 ft min.
(g.3) Side Setback	0 ft min.
(g.4) Rear Setback	12 ft min.
h. SETBACKS - OUTBUILDING (see Table 14h)	
(h.1) Front Setback	20 ft. min. + bldg setback
(h.2) Side Setback	0 ft. or 3 ft at corner
(h.3) Rear Setback	3 ft. min
j. PRIVATE FRONTAGES (see Table 7)	
Common Lawn	permitted
Porch	permitted
Terrace or Lightwell.	not permitted
Forecourt	not permitted
Stoop	permitted
Shopfront	permitted
Gallery	permitted
Arcade	not permitted

Refer to Summary Table 14

PARKING PROVISIONS
See Table 10 & Table 11

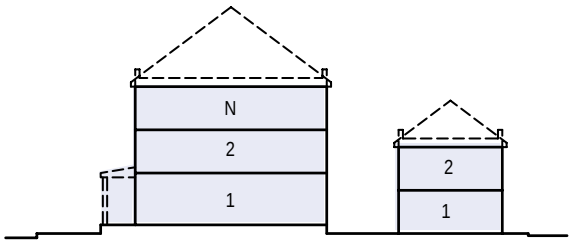
*or 15 ft. from center line of alley

"N" stands for any Stories above those shown, up to the maximum. Refer to metrics for exact minimums and maximums

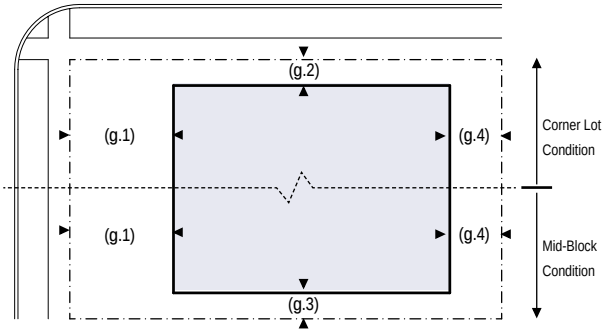
Note 1: Lot width reductions to 20' for single family and 18' for townhomes require specific site plan review and approval by Town Council.

Vinyl Siding Notes:
1. Vinyl siding is not permitted on single family homes and Townhouses except as permitted in vinyl siding note 3 below.
2. Vinyl exterior material may be used above the second story of an apartment, condominium or Mixed Use buildings and in areas not in view of the public, such as service areas.
3. Elements such as vinyl trim, vinyl windows, decorative vents, and the like are permitted.

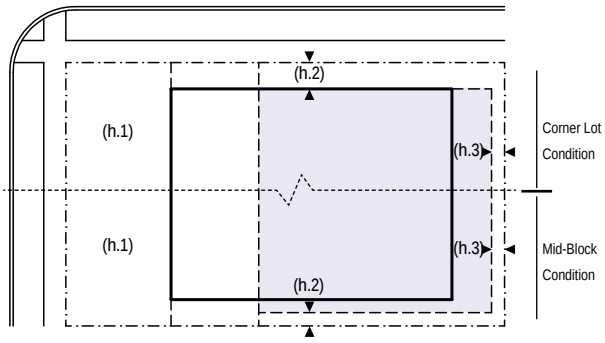
BUILDING CONFIGURATION
1. Stories exclude Attics and raised basements.



SETBACKS - PRINCIPAL BLDG
1. The Facades and Elevations of Principal Buildings shall be distanced from the Lot lines as shown.
2. Facades shall be built along the Principal Frontage



SETBACKS - OUTBUILDING
1. The Elevation of the Outbuilding shall be distanced from the Lot lines as shown.



PARKING PLACEMENT
1. Uncovered parking spaces may be provided within the second and third Layer as shown in the diagram (see Table 17d).
2. Covered parking shall be provided within the second or third Layer as shown in the diagram (see Table 17d). Side-entry garages are permitted on corner lots and front-entry garages may be allowed.
3. Trash containers shall be stored within the third Layer.

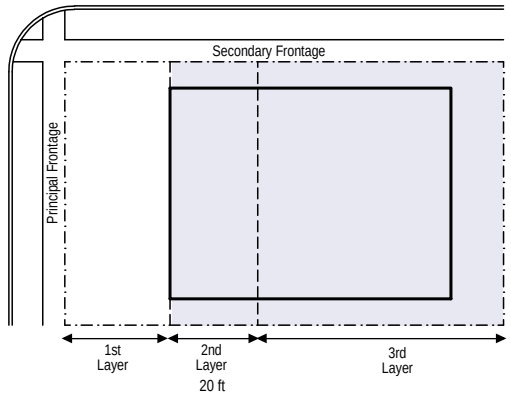
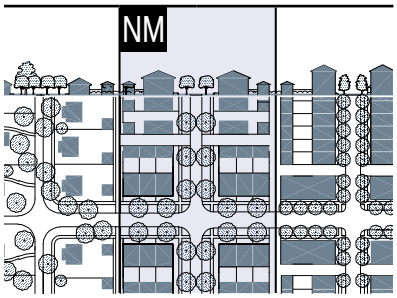


TABLE 15C. FORM-BASED CODE GRAPHICS - NM - NEIGHBORHOOD MIXED-USE



(see Table 1)

k. BUILDING CONFIGURATION (see Table 8)	
Principal Building	7 stories max, 1 min
Outbuilding	2 stories max.
f. LOT OCCUPATION (see Table 14f)	
Lot Width	18 ft min 400 ft max
i. BUILDING DISPOSITION (see Table 9)	
Edgeyard	permitted
Sideyard	permitted
Rearyard	permitted
Courtyard	permitted
g. SETBACKS - PRINCIPAL BUILDING (see Table 14g)	
(g.1) Front Setback Principal	6 ft. min.
(g.2) Front Setback Secondary	6 ft. min.
(g.3) Side Setback	0 ft. min.
(g.4) Rear Setback	3 ft. min.*
h. SETBACKS - OUTBUILDING (see Table 14h)	
(h.1) Front Setback	20 ft. min. + bldg. setback
(h.2) Side Setback	0 ft. min. or 3 ft at corner
(h.3) Rear Setback	3 ft. min
j. PRIVATE FRONTAGES (see Table 7)	
Common Lawn	permitted
Porch & Fence	permitted
Terrace or Lightwell.	permitted
Forecourt	permitted
Stoop	permitted
Shopfront	permitted
Gallery	permitted
Arcade	permitted
	Refer to Summary Table 14
PARKING PROVISIONS	
See Table 10 & Table 11	

*or 15 ft. from center line of alley

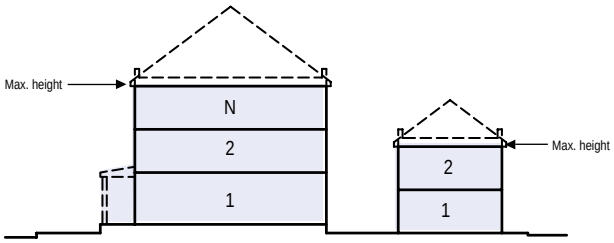
"N" stands for any Stories above those shown, up to the maximum. Refer to metrics for exact minimums and maximums

Vinyl Siding Notes:

1. Vinyl siding is not permitted on single family homes and Townhouses except as permitted in vinyl siding note 3 below.
2. Vinyl exterior material may be used above the second story of an apartment, condominium or Mixed Use buildings and in areas not in view of the public, such as service areas.
3. Elements such as vinyl trim, vinyl windows, decorative vents, and the like are permitted.

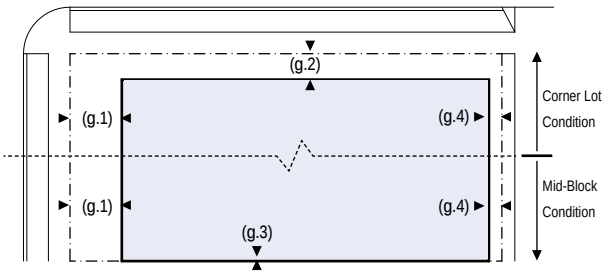
BUILDING CONFIGURATION

1. Stories exclude Attics and raised basements.



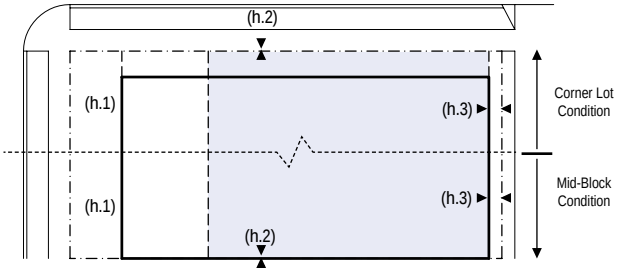
SETBACKS - PRINCIPAL BLDG

1. The Facades and Elevations of Principal Buildings shall be distanced from the Lot lines as shown.
2. Facades shall be built along the Principal Frontage.



SETBACKS - OUTBUILDING

1. The Elevations of the Outbuilding shall be distanced from the Lot lines as shown.



PARKING PLACEMENT

1. Uncovered parking spaces may be provided within the third Layer as shown in the diagram (see Table 17d).
2. Covered parking shall be provided within the third Layer as shown in the diagram (see Table 17d).
3. Trash containers shall be stored within the third Layer.

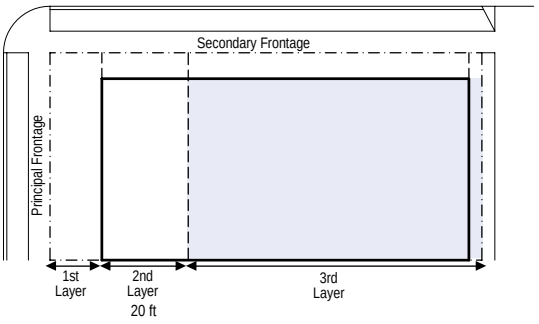
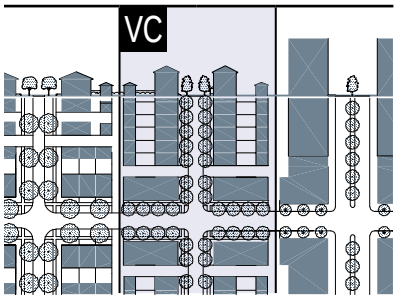


TABLE 15D. FORM-BASED CODE GRAPHICS - VC - VILLAGE CENTER



(see Table 1)

k. BUILDING CONFIGURATION (see Table 8)	
Principal Building	15 stories, Note 2, 1 min.
Outbuilding	2 stories max.
f. LOT OCCUPATION (see Table 14f)	
Lot Width: A-Grids	18 ft min 700 ft max
Lot Width: B-Grids	no max
i. BUILDING DISPOSITION (see Table 9)	
Edgeyard	permitted
Sideyard	permitted
Rearyard	permitted
Courtyard	permitted
g. SETBACKS - PRINCIPAL BUILDING (see Table 14g)	
(g.1) Front Setback Principal	0 ft. min.
(g.2) Front Setback Secondary	0 ft. min.
(g.3) Side Setback	0 ft. min.
(g.4) Rear Setback	3 ft. min.*
h. SETBACKS - OUTBUILDING (see Table 14h)	
(h.1) Front Setback	40 ft. max. from rear prop.
(h.1) Front Setback	40 ft. max. from rear prop.
(h.2) Side Setback	0 ft. min. or 2 ft at corner
(h.3) Rear Setback	3 ft. max.
j. PRIVATE FRONTAGES (see Table 7)	
Common Lawn	permitted
Porch	permitted
Terrace or Lightwell	permitted
Forecourt	permitted
Stoop	permitted
Shopfront	permitted
Gallery	permitted
Arcade	permitted
	Refer to Summary Table 14
PARKING PROVISIONS	
See Table 10 & Table 11	

*or 15 ft. from center line of alley

"N" stands for any Stories above those shown, up to the maximum. Refer to metrics for exact minimums and maximums.

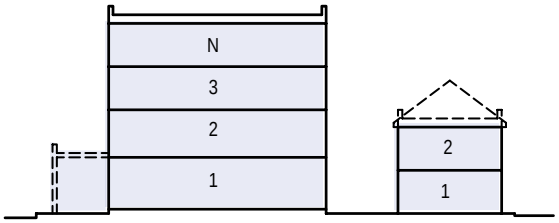
Note 2: Not in excess of 15 stories without specific site plan review and approval by Town Council.

Vinyl Siding Notes:

1. Vinyl siding is not permitted on single family homes and Townhouses except as permitted in vinyl siding note 3 below.
2. Vinyl exterior material may be used above the second story of an apartment, condominium or Mixed Use buildings and in areas not in view of the public, such as service areas.
3. Elements such as vinyl trim, vinyl windows, decorative vents, and the like are permitted.

BUILDING CONFIGURATION

1. Stories, exclude Attics mezzanines and basements.



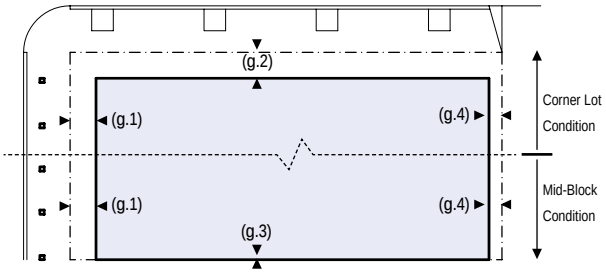
SETBACKS - PRINCIPAL BLDG

A-GRIDS

1. The Facades and Elevations of Principal Buildings shall be distanced from the Lot lines as shown.
2. Facades shall be built along the Principal Frontage.

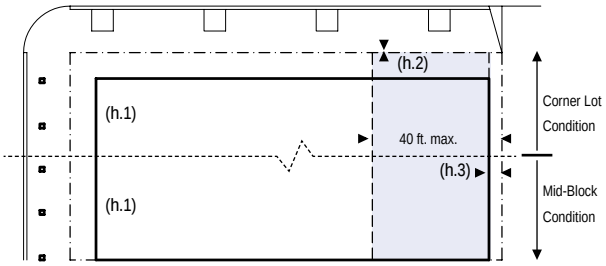
B-GRIDS

1. Multiple Buildings may be located on the same Lot.



SETBACKS - OUTBUILDING

1. The Elevations of the Outbuilding shall be distanced from the Lot lines as shown.



PARKING PLACEMENT

A-GRIDS

1. Uncovered parking spaces may be provided within the third Layer as shown in the diagram (see Table 17d).
2. Covered parking shall be provided within the third Layer as shown in the diagram (see Table 17d) except as noted above.
3. Trash containers shall be stored within the third Layer.

B-GRIDS

1. Uncovered parking spaces may be provided within any Layer as shown in the diagram (see Table 17d).
2. Trash containers shall be stored within the third Layer.

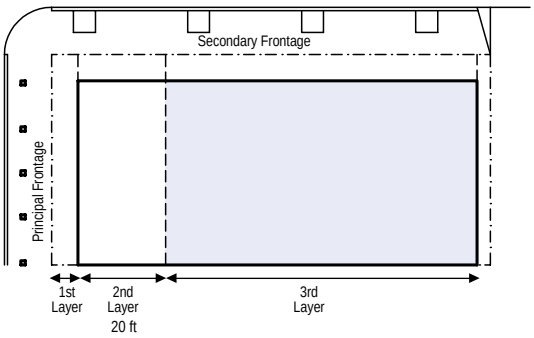
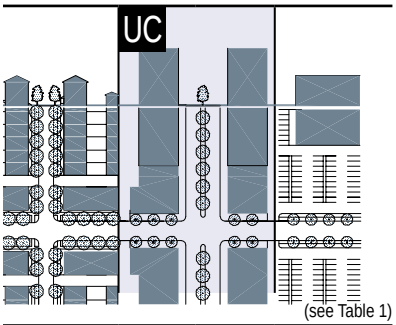


TABLE 15E. FORM-BASED CODE GRAPHICS - UC - URBAN CORE



k. BUILDING CONFIGURATION (see Table 8)	
Principal Building	20 stories, Note 1, 1 min.
Outbuilding	N/A
f. LOT OCCUPATION (see Table 14f)	
Lot Width: A-Grids	18 ft. min 700 ft. max
Lot Width: B-Grids	no max
i. BUILDING DISPOSITION (see Table 9)	
Edgeyard	permitted
Sideyard	not permitted
Rearyard	permitted
Courtyard	permitted
g. SETBACKS - PRINCIPAL BUILDING (see Table 14g)	
(g.1) Front Setback Principal	0 ft. min.
(g.2) Front Setback Secondary	0 ft. min.
(g.3) Side Setback	0 ft. min.
(g.4) Rear Setback	0 ft. min.
h. SETBACKS - OUTBUILDING (see Table 14h)	
Front Setback	N/A
Side Setback	N/A
Rear Setback	N/A
j. PRIVATE FRONTAGES (see Table 7)	
Common Lawn	permitted
Porch	permitted
Terrace or Lightwell	permitted
Forecourt	permitted
Stoop	permitted
Shopfront	permitted
Gallery	permitted
Arcade	permitted
	Refer to Summary Table 14
PARKING PROVISIONS	
See Table 10 & Table 11	

*or 15 ft. from center line of alley

"N" stands for any Stories above those shown, up to the maximum. Refer to metrics for exact minimums and maximums

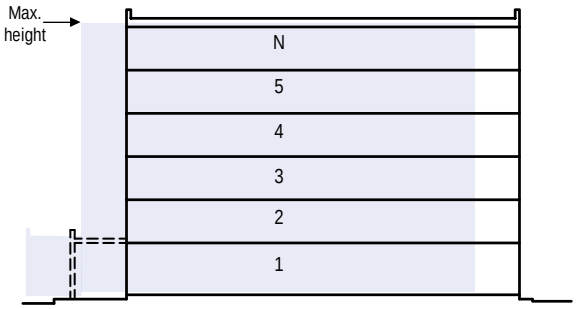
Note 1: Not in excess of 20 stories without specific site plan review and approval by Town Council.

Vinyl Siding Notes:

1. Vinyl siding is not permitted on single family homes and Townhouses except as permitted in vinyl siding note 3 below.
2. Vinyl exterior material may be used above the second story of an apartment, condominium or Mixed Use buildings and in areas not in view of the public, such as service areas.
3. Elements such as vinyl trim, vinyl windows, decorative vents, and the like are permitted.

BUILDING CONFIGURATION

1. Stories, exclude Attics mezzanines and basements.



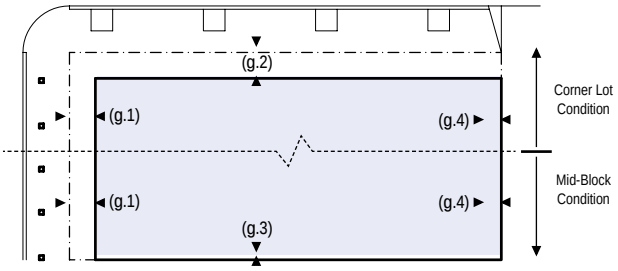
SETBACKS - PRINCIPAL BLDG

A-GRIDS

1. The Facades and Elevations of Principal Buildings shall be distanced from the Lot lines as shown.
2. Facades shall be built along the Principal Frontage.

B-GRIDS

1. Multiple Buildings may be located on the same Lot



PARKING PLACEMENT

A-GRIDS

1. Uncovered parking spaces may be provided within the third Layer as shown in the diagram (see Table 17d).
2. Covered parking shall be provided within the third Layer as shown in the diagram (see Table 17d) except as noted above.
3. Trash containers shall be stored within the third Layer.

B-GRIDS

1. Uncovered parking spaces may be provided within any Layer as shown in the diagram (see Table 17d).
2. Trash containers shall be stored within the third Layer.

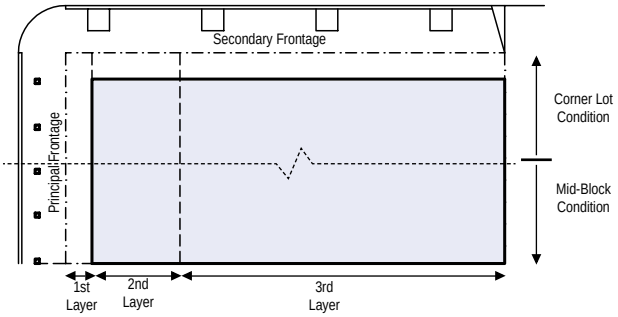
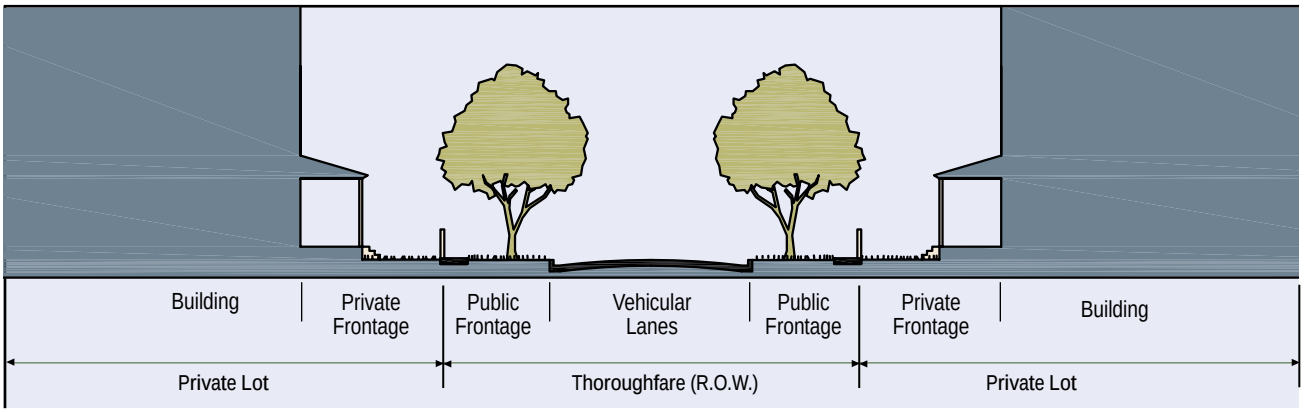
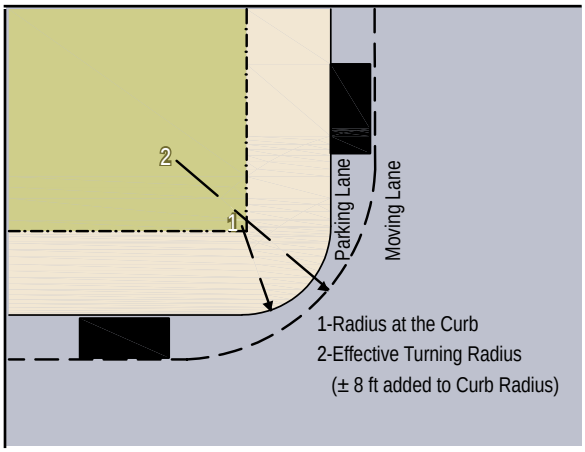


TABLE 17. DEFINITIONS ILLUSTRATED

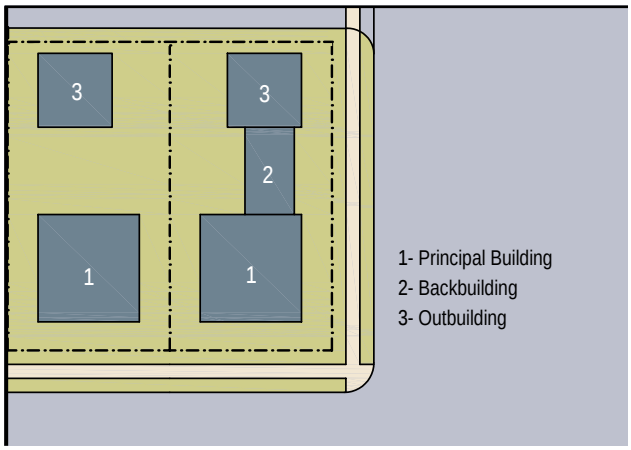
a. THOROUGHFARE & FRONTAGES



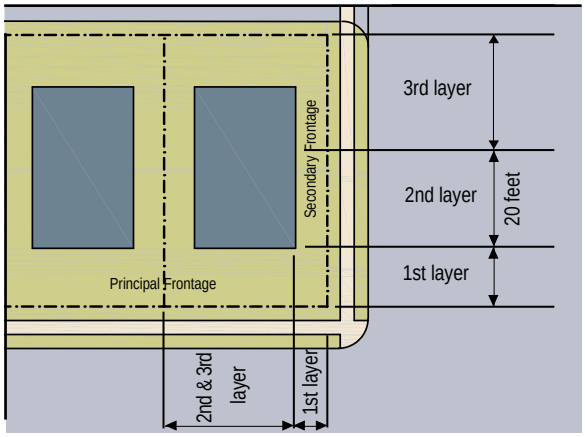
b. TURNING RADIUS



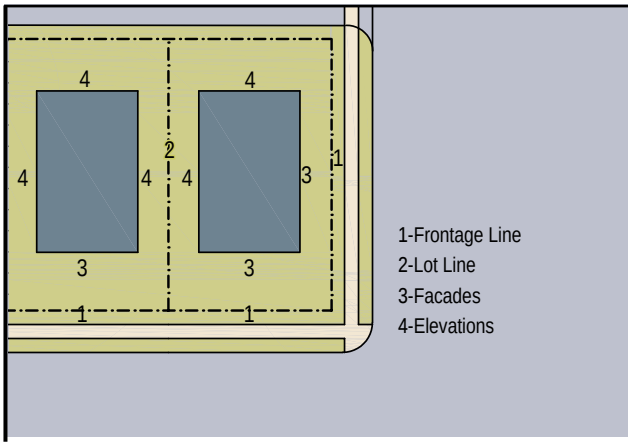
c. BUILDING DISPOSITION



d. LOT LAYERS



e. FRONTAGE & LOT LINES



f. SETBACK DESIGNATIONS

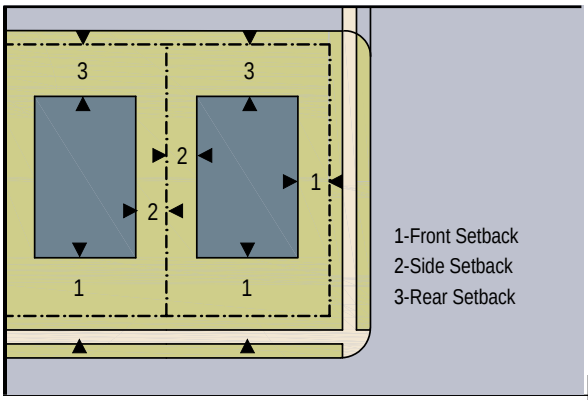


TABLE 18. SUSTAINABILITY - SOLAR ENERGY

Sustainability - Solar Energy. This table shows opportunities for the placement of types of solar-powered devices within the Sustainable Zones.

	OS	NG	NM	VC	UC	Specifics
Solar Farm 	.		.	.	.	
Roof Mounted Solar Panels 	.	.	.	.	.	
Streetscape Solar Panels 	.	.	.	.	.	Streetscape solar panels may be used in place of street trees

TABLE 19. SUSTAINABILITY - FOOD PRODUCTION

Sustainability - Food Production. This table shows ways of incorporating types of food production along the Sustainable Zones.

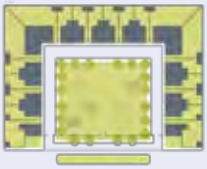
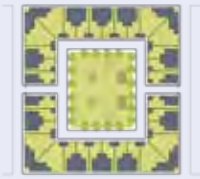
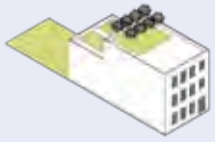
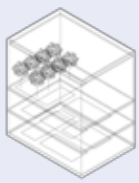
	OS	NG	NM	VC	UC	Specific
Farm 	▪					
Agricultural Plots 	▪	▪				
Vegetable Garden 		▪	▪	▪	▪	
Urban Farm 	▪	▪	▪	▪		
Community Garden 	▪	▪	▪	▪	▪	
Green Roof 		▪	▪	▪	▪	
Vertical Farm 			▪	▪	▪	

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TABLE 20. SUSTAINABILITY - COMPOSTING AND RECYCLING

	OS	NG	NM	VC	UC
On-Site Organics Processing	▪	▪			
Self-Drop Collection Systems					
Optional/Competitive Collection		▪			
Mandatory Curbside Collection			▪	▪	▪
Centralized Composting Systems	▪				
Smaller Regional Composting	▪	▪			
On-Site Processing		▪			
Re-Use Centers		▪	▪	▪	▪
Recycling Processing Centers		▪	▪	▪	▪
Once-Used Materials Storage		▪			
Transfer Stations		▪	▪	▪	▪
Disposal Facilities	Prohibited				

I. Article 2 / Administration
Sec. 2.3 / DEVELOPMENT APPROVALS

2.3.16 Sustainable Development Conditional Zoning District

A) ***General***

This Section establishes the procedures and standards applicable to the Town's Sustainable Development Conditional Zoning District SD-CZ.

B) ***General Applicability***

Before any development shall be designated as a Sustainable Development Conditional Zoning District SD-CZ on the Official Zoning District Map, it shall receive approval pursuant to the terms of this Section and Section 2.3.3 of this Ordinance.

C) ***Location***

A Sustainable Development Conditional Zoning District SD-CZ designation may be established on any land located in the Town and its ETJ that complies with all of the applicable standards of this Section and Section 3.3.4B), including the requirement that a Sustainable Development Conditional Zoning District SD-CZ include a minimum of 500 contiguous acres. An SD-CZ District may include other parcels of any size within 2000 feet of such parcel of at least 500 contiguous acres.

D) ***Unified Ownership or Control***

One person shall have all the responsibility and authority to make all the developer land use planning decisions for all land that is part of a Sustainable Development Conditional Zoning District SD-CZ. A person shall be considered to have such responsibility and authority for all lands in the Sustainable Development Conditional Zoning District SD-CZ either through ownership or by written agreement by and between such person and each owner of parcels comprising said lands agreeing to the conditions and standards of the adopting ordinance and the Sustainable Development Conditional Zoning District SD-CZ and granting the person such responsibility and authority. This one person, who shall be identified in the Sustainable Development Conditional Zoning District SD-CZ Re-Zoning Application as the "Responsible Person," will be the sole person from whom the Town will accept decisions regarding the Sustainable Development (SD) Plan and Sustainable Development Conditional Zoning District SD-CZ, including amendments, modifications or supplements thereof or the addition of lands thereto. The SD Plan shall provide the process for effecting a change or succession of Responsible Person for the purposes of a specific district. A parcel or parcels (the "Parcel") of any size may be added to an existing Sustainable Development Conditional Zoning District if (i) any portion of the Parcel is within two thousand (2000) feet of such existing district, (ii) the

Responsible Person of the existing district consents in writing and (iii) the Town Council approves a rezoning of the Parcel to Sustainable Development Conditional Zoning District SD-CZ in accordance with Sections 2.3.3 and 2.3.16. In such event the SD Plan approved for the existing SD-CZ District shall be applicable to the Parcel(s) added to such existing district, and the development densities authorized in the existing SD Plan (including number of residential units and authorized square footage of other land uses) shall be increased on a pro-rata basis based on the size of the Parcel(s) added to the district, unless the Town Council provides otherwise with the consent of the Responsible Person.

E) ***Procedures***

1) *Overview.* Approval of a Sustainable Development Conditional Zoning District SD-CZ shall constitute an amendment to the Official Zoning District Map. It shall be controlled by an SD Plan that is approved as part of the Sustainable Development Conditional Zoning District SD-CZ designation and that designates the appropriate form and scale of development within the Sustainable Development Conditional Zoning District SD-CZ. The procedure requires review and recommendation of approval or disapproval by the Planning Board and approval, approval with conditions, or disapproval by the Town Council.

2) *General.* The procedures for initiation of the application, the application contents, fees, submission and review by Town staff and/or consulting firms on retainer, public notification, review by the Planning Board and then approval, approval with conditions, or disapproval by the Town Council at a public hearing(s) shall comply with the requirements of Sec. 2.2 *Common Review Procedures,* Sec 2.2.7 *Neighborhood Meeting* and Sec. 2.3.16 (F) *Sustainability Standards*.

F) ***Standards***

1) In return for greater flexibility in site design requirements, the Sustainable Development Conditional Zoning District SD-CZ is expected to deliver exceptional quality designs on a large-scale basis that:

a) facilitate the integration of a broad array of uses;

b) preserve and enhance critical environmental and natural resources, including water resources and ecosystem services in the stream network flowing through the district;

c) incorporate creativity in the design and configuration of buildings, roads, public space and infrastructure; and

d) employ innovative techniques and practices aimed at maximizing efficiency in the use of energy and materials.

In short, the Sustainable Development Conditional Zoning District SD-CZ is expected to provide a high quality of life through the creation of a healthy, living landscape within a high-intensity mixed-used community.

2) The purpose, intent and scale of the Sustainable Development Conditional Zoning District SD-CZ are unique from the other districts established in Sec. 3.2. Thus, the unique nature of the Sustainable Development Conditional Zoning District SD-CZ necessitates alternative standards, regulations, specifications, details, designs, and criteria (the "Sustainability Standards") to meet the spirit and intent of this Ordinance. These Sustainability Standards, which shall be set forth in the SD Plan and may be established pursuant to paragraph 3) hereafter, may:

a) specify the nature, density, maximums on development, minimums on development, development thresholds, and design characteristics proposed for the Sustainable Development Conditional Zoning District SD-CZ;

b) address the relationship between building facades and the public realm, the form and mass of buildings in relation to one another, and the scale and types of streets and blocks;

c) facilitate a full diversity of building types, thoroughfare types, and public space types with appropriate characteristics for their respective locations;

d) facilitate the restoration and enhancement of the environment and natural resources through both accepted practice and innovative practices; and

e) modify and supersede the provisions of this Ordinance or any land development document referenced or incorporated therein, or other land development ordinances or policies of the Town. However, an SD Plan and development pursuant thereto shall conform to all applicable Town ordinances and policies, including the UDO, except to the extent that ordinances or policies, including the UDO, are varied in the approved SD Plan or in Sustainability Standards adopted pursuant to paragraph 3) hereafter. An SD Plan and the Sustainability Standards may not modify the requirements that an SD-CZ District include a minimum of 500 contiguous acres.

3) The Sustainability Standards and other provisions of the SD Plan, as well as Sustainability Standards established pursuant to this paragraph F) 3), shall form the basis for a development of exceptional quality and innovation that is an

enhancement to the welfare of the Town's citizens. At any time, and from time to time:

a) with the consent of the Responsible Person, the Town Council may adopt additional or modified Sustainability Standards for an approved SD-CZ District following review and recommendation by the Planning Board;

b) where an SD Plan requires additional or modified Sustainability Standards for an approved SD-CZ District, site plan approval, subdivision approval, construction or grading shall not commence within such SD-CZ District unless and until the required Sustainability Standards are adopted as provided in the SD Plan; with the consent of the Responsible Person, the Town Council shall review and consider and may adopt such additional and modified Sustainability Standards following review and recommendation by the Planning Board;

c) as an amendment to this Ordinance, the Town Council may adopt elective Sustainability Standards for SD-CZ districts, which may, at the election of a Responsible Person, (i) be incorporated, in whole or in part, into an approved SD Plan for an existing SD-CZ district or (ii) be included within an SD Plan for a proposed SD-CZ district. In the case of an approved SD Plan, the elective Sustainability Standards so incorporated may provide that they serve as a supplement to the provisions of the SD Plan and serve as an alternative to the application of any inconsistent provisions of the Plan;

d) actions by the Town Council under the foregoing subsections 2.3.16 F) 3) a), b) and c) shall be taken in accordance with the provisions of Sec. 2.3.2 applicable to Amendments to the Text of this Ordinance. It is provided, however, that such actions may be proposed only by the Town Council, the Planning Director, or the Responsible Person; and

e) this Subsection 2.3.16 does not reduce any authority that the Town otherwise has to amend its UDO or an approved SD-CZ rezoning and SD Plan; the vested rights applicable to a SD-CZ rezoning and SD Plan shall be determined by other applicable law and by the provisions of a developer agreement if any.

G) ***SD Plan***

To the degree necessary and appropriate, the SD Plan and the Sustainability Standards shall include, but shall not be limited to, requirements related to:

1) standards a) through d) set forth in the foregoing Section 2.3.16 F) 1);

2) design guidelines;

3) parks, open space and greenways;

4) water resources and ecosystem services;

5) comprehensive signage;

6) landscaping conditions;

7) parking requirements; and

8) public infrastructure improvements and public facilities.

The SD Plan shall also include a map depicting the concept for the development of the property. To the extent that provisions of the SD Plan or Sustainability Standards vary the provisions of this Ordinance, or other ordinances or policies of the Town, the provisions of the SD Plan or Sustainability Standards shall be applicable.

H) ***Placement of Sustainable Development Conditional Zoning District SD-CZ Designation on Official Zoning District Map***

After final approval of the adopting ordinance for the Sustainable Development Conditional Zoning District SD-CZ designation and the SD Plan, the Planning Director shall amend the Official Zoning District Map to show a Sustainable Development Conditional Zoning District SD-CZ designation.

I) ***Effect***

Approval of an adopting ordinance for Sustainable Development Conditional Zoning District SD-CZ designation and the SD Plan shall constitute an Official Zoning District Map designation and recognition by the Town that the landowner may proceed, consistent with the SD Plan, to develop the land. The next appropriate development approval for the land is a site plan or subdivision plan.

J) ***Deviation to SD Plan***

When appropriate to further the goals of an approved SD-CZ District and its SD Plan, the Planning Director may approve deviations of up to ten percent (10%) with respect to any standard, design, configuration, disposition, or matter established or quantified in an SD Plan or the Sustainability Standards, except that this authority shall not apply to density, maximums on development minimums on development or thresholds. Any other modification, revision or supplementation of an SD Plan or the Sustainability Standards shall require the approval of the Town Council following review by the Planning Board.

K) ***Amendment to Sustainable Development Conditional Zoning District SD-CZ***

An amendment to the Official Zoning District Map for a Sustainable Development Conditional Zoning District SD-CZ may be made only pursuant to the procedures and standards for its original approval, and specifically Sec. 2.3.16 (D) *Unified Ownership or Control*.

II. Article 3 / Zoning Districts
Sec. 3.2 / ZONING DISTRICTS ESTABLISHED

3.2.8 Conditional Zoning Other Districts

A) *CB-CZ Conservation Buffer District; and*

B) *SD-CZ Sustainable Development Conditional Zoning District.*

III. Article 3 / Zoning Districts
Sec. 3.3 / DISTRICT PURPOSES

3.3.4 Other Districts

B) ***Sustainable Development Conditional Zoning District***
The purpose and intent of the Sustainable Development Conditional Zoning District SD-CZ is to encourage the design of a sustainable community through the application of design approaches that allow and encourage flexibility, an intensity of uses, integration among uses, restoration and enhancement of the environment and natural resources, transit-oriented development, pedestrian-oriented development and the efficient use of resources, energy and materials. This shall be accomplished by allowing design flexibility and innovative approaches to environmental stewardship incorporated in a plan for development that:

1) addresses the relationship between building facades and the public realm, the form and mass of buildings in relation to one another, and the scale and types of streets and blocks;

2) facilitates a full diversity of building types, thoroughfare types, and public space types with appropriate characteristics for their respective locations; and

3) facilitates the restoration and enhancement of the environment and natural resources.

Further, because the aforementioned design standards are best implemented on a large-scale basis, a purpose and intent of the Sustainable Development Conditional Zoning District SD-CZ is to provide sufficient lands for such implementation. To this end, the Sustainable Development Conditional Zoning District SD-CZ must include a minimum of 500 contiguous acres. An SD-CZ

District may include other parcels of any size within 2000 feet of such parcel of at least 500 contiguous acres.

The unique purpose and intent, and the scale and standards to which the development plan must adhere, distinguish the Sustainable Development Conditional Zoning District SD-CZ from the other districts established in Sec. 3.2. Therefore, the specific procedures and standards for the review of the Sustainable Development Conditional Zoning District SD-CZ are found in Sec. 2.3.16, *Sustainable Development Conditional Zoning District SD-CZ.*

IV. Article 4 / Use Regulations
Sec.4.2 / USE TABLE
Sec.4.2.2 / Use Table

The Use Table in Section 4.2.2 shall be amended to include among the Zoning Districts shown at the top of the table "SD" to denote the **Sustainable Development Conditional Zoning District** as a Zoning District in the "Other" category and to place a double asterisk (**) in the block under SD for each use listed within all of the Use Types, with the exception of the following uses: Adult Establishment; Airplane Landing Strip; Airport; Sanitary Landfill; Land Clearing and Inert Debris Landfill; Mobile Homes; and Asphalt or Concrete Plant. Further, the following shall be inserted below the table:

"**Uses allowed as a matter-of-right in a Sustainable Development Conditional Zoning District shall be those uses authorized in the Sustainable Development Plan approved for such district. Standards applicable to each such use shall be as provided in this Use Table unless modified by the respective Sustainable Development Plan."

V. Article 4 / Use Regulations
Sec.4.3 / Use Classifications
Sec.4.3.1 / Residential Uses

A) ***Accessory Apartment***

A secondary dwelling unit either (1) inside of or added to an existing single-family dwelling, (2) in an accessory structure on the same lot as the principal single-family dwelling, (3) on any floor except for the ground floor of a commercial use in the B1 Neighborhood Business District, B2 Downtown Business District, MEC-CZ Major Employment Center District, TND-CZ Traditional Neighborhood District, PUD-CZ Planned Unit Development District, or (4) on any floor of a commercial use in the SD-CZ Sustainable Development Conditional Zoning District. An accessory apartment is a complete, independent living facility equipped with a kitchen and with provisions for sanitation and sleeping. An accessory structure may include a loft.

VI. Article 5 / Measurements

Sec.5.1 / TABLE OF INTENSITY AND DIMENSIONAL STANDARDS
Sec.5.1.4 / Other Development Districts

The table for "Other Development Districts" in Section 5.1.4 shall be amended to include "SD" to denote the **Sustainable Development Conditional Zoning District** under "Use" and below "*See Sec. 6.1, Watershed Protection Overlay Districts." "All uses" shall be inserted below "SD" and to the right thereof shall be inserted "All Intensity and Dimensional Standards shall be as set forth in the Sustainable Development Plan approved for the respective Sustainable Development Conditional Zoning District."

VII. TECHNICAL AMENDMENTS

A) Each of the following Sections shall be amended to insert "SD-CZ" immediately after "PUD-CZ" at each place in the respective Section at which "PUD-CZ" appears:

2.1.1 A) 2) b)
2.1.2 A) 2) b)
2.1.7 A) 2)
2.2.11 E)
2.3.15 B)
4.1.2 A)
4.5.6
4.5.6 A)
4.5.6 D)
4.5.6 F)
4.6.1 C) 1) a)
5.2.2 A) 2)
8.2.6
8.3.6 B) 5)
8.4.2
9.1.2

B) Section 2.3.1 shall be amended to insert within the Table under "Development Permit" and following "Traditional Neighborhood District (TND-CZ) (Sec. 2.3.4)" the words "Sustainable Development Conditional Zoning District (SD-CZ) (Sec. 2.3.16)"; to place the letter "R" under each of "Planning Director/Technical Review Committee" and "Planning Board"; and to place the letter "D" under "Town Council."

C) Section 2.3.3 J) 2) shall be amended to insert "or Section 2.3.16 J) *Minor Deviation to a SD Plan* or Section 2.3.16 K) *Modification of SD Plan*" following "2.3.4(M) *Minor Deviations*".

D) Section 2.3.16, **Site Work Prior to Development Approvals**, shall be re-numbered to "Section 2.3.17".

E) Section 2.3.17, **Utility Service**, shall be re-numbered to "Section 2.3.18".

F) Sections 4.3.1 A), 4.4.5 F), and 4.6.1 C) 3) shall each be amended to insert ", SD-CZ Sustainable Development Conditional Zoning District," immediately following "TND-CZ Traditional Neighborhood District" at each place where "TND-CZ Traditional Neighborhood District" appears.

G) Section 5.2.2 F) shall be amended to insert at the beginning of the paragraph "Except in Sustainable Development Conditional Zoning District (SD-CZ)," and to replace "I" with "i" in "internal."

H) Section 8.3.6 B) 5) shall be amended to substitute "Section 8.4.4" for "Section 8.5.3."

I. Article 2 / Administration
Sec. 2.3 / DEVELOPMENT APPROVALS

2.3.16 Sustainable Development Conditional Zoning District

A) ***General***

This Section establishes the procedures and standards applicable to the Town's Sustainable Development Conditional Zoning District SD-CZ.

B) ***General Applicability***

Before any development shall be designated as a Sustainable Development Conditional Zoning District SD-CZ on the Official Zoning District Map, it shall receive approval pursuant to the terms of this Section and Section 2.3.3 of this Ordinance.

C) ***Location***

A Sustainable Development Conditional Zoning District SD-CZ designation may be established on any land located in the Town and its ETJ that complies with all of the applicable standards of this Section and Section 3.3.4B), including the requirement that a Sustainable Development Conditional Zoning District SD-CZ include a minimum of 500 contiguous acres. An SD-CZ District may include other parcels of any size within 2000 feet of such parcel of at least 500 contiguous acres.

D) ***Unified Ownership or Control***

One person shall have all the responsibility and authority to make all the developer land use planning decisions for all land that is part of a Sustainable Development Conditional Zoning District SD-CZ. A person shall be considered to have such responsibility and authority for all lands in the Sustainable Development Conditional Zoning District SD-CZ either through ownership or by written agreement by and between such person and each owner of parcels comprising said lands agreeing to the conditions and standards of the adopting ordinance and the Sustainable Development Conditional Zoning District SD-CZ and granting the person such responsibility and authority. This one person, who shall be identified in the Sustainable Development Conditional Zoning District SD-CZ Re-Zoning Application as the "Responsible Person," will be the sole person from whom the Town will accept decisions regarding the Sustainable Development (SD) Plan and Sustainable Development Conditional Zoning District SD-CZ, including amendments, modifications or supplements thereof or the addition of lands thereto. The SD Plan shall provide the process for effecting a change or succession of Responsible Person for the purposes of a specific district. A parcel or parcels (the "Parcel") of any size may be added to an existing Sustainable Development Conditional Zoning District if (i) any portion of the Parcel is within two thousand (2000) feet of such existing district, (ii) the

Responsible Person of the existing district consents in writing and (iii) the Town Council approves a rezoning of the Parcel to Sustainable Development Conditional Zoning District SD-CZ in accordance with Sections 2.3.3 and 2.3.16. In such event the SD Plan approved for the existing SD-CZ District shall be applicable to the Parcel(s) added to such existing district, and the development densities authorized in the existing SD Plan (including number of residential units and authorized square footage of other land uses) shall be increased on a pro-rata basis based on the size of the Parcel(s) added to the district, unless the Town Council provides otherwise with the consent of the Responsible Person.

E) ***Procedures***

1) *Overview.* Approval of a Sustainable Development Conditional Zoning District SD-CZ shall constitute an amendment to the Official Zoning District Map. It shall be controlled by an SD Plan that is approved as part of the Sustainable Development Conditional Zoning District SD-CZ designation and that designates the appropriate form and scale of development within the Sustainable Development Conditional Zoning District SD-CZ. The procedure requires review and recommendation of approval or disapproval by the Planning Board and approval, approval with conditions, or disapproval by the Town Council.

2) *General.* The procedures for initiation of the application, the application contents, fees, submission and review by Town staff and/or consulting firms on retainer, public notification, review by the Planning Board and then approval, approval with conditions, or disapproval by the Town Council at a public hearing(s) shall comply with the requirements of Sec. 2.2 *Common Review Procedures,* Sec 2.2.7 *Neighborhood Meeting* and Sec. 2.3.16 (F) *Sustainability Standards*.

F) ***Standards***

1) In return for greater flexibility in site design requirements, the Sustainable Development Conditional Zoning District SD-CZ is expected to deliver exceptional quality designs on a large-scale basis that:

a) facilitate the integration of a broad array of uses;

b) preserve and enhance critical environmental and natural resources, including water resources and ecosystem services in the stream network flowing through the district;

c) incorporate creativity in the design and configuration of buildings, roads, public space and infrastructure; and

d) employ innovative techniques and practices aimed at maximizing efficiency in the use of energy and materials.

In short, the Sustainable Development Conditional Zoning District SD-CZ is expected to provide a high quality of life through the creation of a healthy, living landscape within a high-intensity mixed-used community.

2) The purpose, intent and scale of the Sustainable Development Conditional Zoning District SD-CZ are unique from the other districts established in Sec. 3.2. Thus, the unique nature of the Sustainable Development Conditional Zoning District SD-CZ necessitates alternative standards, regulations, specifications, details, designs, and criteria (the "Sustainability Standards") to meet the spirit and intent of this Ordinance. These Sustainability Standards, which shall be set forth in the SD Plan and may be established pursuant to paragraph 3) hereafter, may:

a) specify the nature, density, maximums on development, minimums on development, development thresholds, and design characteristics proposed for the Sustainable Development Conditional Zoning District SD-CZ;

b) address the relationship between building facades and the public realm, the form and mass of buildings in relation to one another, and the scale and types of streets and blocks;

c) facilitate a full diversity of building types, thoroughfare types, and public space types with appropriate characteristics for their respective locations;

d) facilitate the restoration and enhancement of the environment and natural resources through both accepted practice and innovative practices; and

e) modify and supersede the provisions of this Ordinance or any land development document referenced or incorporated therein, or other land development ordinances or policies of the Town. However, an SD Plan and development pursuant thereto shall conform to all applicable Town ordinances and policies, including the UDO, except to the extent that ordinances or policies, including the UDO, are varied in the approved SD Plan or in Sustainability Standards adopted pursuant to paragraph 3) hereafter. An SD Plan and the Sustainability Standards may not modify the requirements that an SD-CZ District include a minimum of 500 contiguous acres.

3) The Sustainability Standards and other provisions of the SD Plan, as well as Sustainability Standards established pursuant to this paragraph F) 3), shall form the basis for a development of exceptional quality and innovation that is an

enhancement to the welfare of the Town's citizens. At any time, and from time to time:

a) with the consent of the Responsible Person, the Town Council may adopt additional or modified Sustainability Standards for an approved SD-CZ District following review and recommendation by the Planning Board;

b) where an SD Plan requires additional or modified Sustainability Standards for an approved SD-CZ District, site plan approval, subdivision approval, construction or grading shall not commence within such SD-CZ District unless and until the required Sustainability Standards are adopted as provided in the SD Plan; with the consent of the Responsible Person, the Town Council shall review and consider and may adopt such additional and modified Sustainability Standards following review and recommendation by the Planning Board;

c) as an amendment to this Ordinance, the Town Council may adopt elective Sustainability Standards for SD-CZ districts, which may, at the election of a Responsible Person, (i) be incorporated, in whole or in part, into an approved SD Plan for an existing SD-CZ district or (ii) be included within an SD Plan for a proposed SD-CZ district. In the case of an approved SD Plan, the elective Sustainability Standards so incorporated may provide that they serve as a supplement to the provisions of the SD Plan and serve as an alternative to the application of any inconsistent provisions of the Plan;

d) actions by the Town Council under the foregoing subsections 2.3.16 F) 3) a), b) and c) shall be taken in accordance with the provisions of Sec. 2.3.2 applicable to Amendments to the Text of this Ordinance. It is provided, however, that such actions may be proposed only by the Town Council, the Planning Director, or the Responsible Person; and

e) this Subsection 2.3.16 does not reduce any authority that the Town otherwise has to amend its UDO or an approved SD-CZ rezoning and SD Plan; the vested rights applicable to a SD-CZ rezoning and SD Plan shall be determined by other applicable law and by the provisions of a developer agreement if any.

G) ***SD Plan***

To the degree necessary and appropriate, the SD Plan and the Sustainability Standards shall include, but shall not be limited to, requirements related to:

1) standards a) through d) set forth in the foregoing Section 2.3.16 F) 1);

2) design guidelines;

3) parks, open space and greenways;

4) water resources and ecosystem services;

5) comprehensive signage;

6) landscaping conditions;

7) parking requirements; and

8) public infrastructure improvements and public facilities.

The SD Plan shall also include a map depicting the concept for the development of the property. To the extent that provisions of the SD Plan or Sustainability Standards vary the provisions of this Ordinance, or other ordinances or policies of the Town, the provisions of the SD Plan or Sustainability Standards shall be applicable.

H) ***Placement of Sustainable Development Conditional Zoning District SD-CZ Designation on Official Zoning District Map***

After final approval of the adopting ordinance for the Sustainable Development Conditional Zoning District SD-CZ designation and the SD Plan, the Planning Director shall amend the Official Zoning District Map to show a Sustainable Development Conditional Zoning District SD-CZ designation.

I) ***Effect***

Approval of an adopting ordinance for Sustainable Development Conditional Zoning District SD-CZ designation and the SD Plan shall constitute an Official Zoning District Map designation and recognition by the Town that the landowner may proceed, consistent with the SD Plan, to develop the land. The next appropriate development approval for the land is a site plan or subdivision plan.

J) ***Deviation to SD Plan***

When appropriate to further the goals of an approved SD-CZ District and its SD Plan, the Planning Director may approve deviations of up to ten percent (10%) with respect to any standard, design, configuration, disposition, or matter established or quantified in an SD Plan or the Sustainability Standards, except that this authority shall not apply to density, maximums on development minimums on development or thresholds. Any other modification, revision or supplementation of an SD Plan or the Sustainability Standards shall require the approval of the Town Council following review by the Planning Board.

K) ***Amendment to Sustainable Development Conditional Zoning District SD-CZ***

An amendment to the Official Zoning District Map for a Sustainable Development Conditional Zoning District SD-CZ may be made only pursuant to the procedures and standards for its original approval, and specifically Sec. 2.3.16 (D) *Unified Ownership or Control*.

II. Article 3 / Zoning Districts
Sec. 3.2 / ZONING DISTRICTS ESTABLISHED

3.2.8 Conditional Zoning Other Districts

A) *CB-CZ Conservation Buffer District; and*

B) *SD-CZ Sustainable Development Conditional Zoning District.*

III. Article 3 / Zoning Districts
Sec. 3.3 / DISTRICT PURPOSES

3.3.4 Other Districts

B) ***Sustainable Development Conditional Zoning District***
The purpose and intent of the Sustainable Development Conditional Zoning District SD-CZ is to encourage the design of a sustainable community through the application of design approaches that allow and encourage flexibility, an intensity of uses, integration among uses, restoration and enhancement of the environment and natural resources, transit-oriented development, pedestrian-oriented development and the efficient use of resources, energy and materials. This shall be accomplished by allowing design flexibility and innovative approaches to environmental stewardship incorporated in a plan for development that:

1) addresses the relationship between building facades and the public realm, the form and mass of buildings in relation to one another, and the scale and types of streets and blocks;

2) facilitates a full diversity of building types, thoroughfare types, and public space types with appropriate characteristics for their respective locations; and

3) facilitates the restoration and enhancement of the environment and natural resources.

Further, because the aforementioned design standards are best implemented on a large-scale basis, a purpose and intent of the Sustainable Development Conditional Zoning District SD-CZ is to provide sufficient lands for such implementation. To this end, the Sustainable Development Conditional Zoning District SD-CZ must include a minimum of 500 contiguous acres. An SD-CZ

District may include other parcels of any size within 2000 feet of such parcel of at least 500 contiguous acres.

The unique purpose and intent, and the scale and standards to which the development plan must adhere, distinguish the Sustainable Development Conditional Zoning District SD-CZ from the other districts established in Sec. 3.2. Therefore, the specific procedures and standards for the review of the Sustainable Development Conditional Zoning District SD-CZ are found in Sec. 2.3.16, *Sustainable Development Conditional Zoning District SD-CZ.*

IV. Article 4 / Use Regulations
Sec.4.2 / USE TABLE
Sec.4.2.2 / Use Table

The Use Table in Section 4.2.2 shall be amended to include among the Zoning Districts shown at the top of the table "SD" to denote the **Sustainable Development Conditional Zoning District** as a Zoning District in the "Other" category and to place a double asterisk (**) in the block under SD for each use listed within all of the Use Types, with the exception of the following uses: Adult Establishment; Airplane Landing Strip; Airport; Sanitary Landfill; Land Clearing and Inert Debris Landfill; Mobile Homes; and Asphalt or Concrete Plant. Further, the following shall be inserted below the table:

"**Uses allowed as a matter-of-right in a Sustainable Development Conditional Zoning District shall be those uses authorized in the Sustainable Development Plan approved for such district. Standards applicable to each such use shall be as provided in this Use Table unless modified by the respective Sustainable Development Plan."

V. Article 4 / Use Regulations
Sec.4.3 / Use Classifications
Sec.4.3.1 / Residential Uses

A) ***Accessory Apartment***

A secondary dwelling unit either (1) inside of or added to an existing single-family dwelling, (2) in an accessory structure on the same lot as the principal single-family dwelling, (3) on any floor except for the ground floor of a commercial use in the B1 Neighborhood Business District, B2 Downtown Business District, MEC-CZ Major Employment Center District, TND-CZ Traditional Neighborhood District, PUD-CZ Planned Unit Development District, or (4) on any floor of a commercial use in the SD-CZ Sustainable Development Conditional Zoning District. An accessory apartment is a complete, independent living facility equipped with a kitchen and with provisions for sanitation and sleeping. An accessory structure may include a loft.

VI. Article 5 / Measurements

Sec.5.1 / TABLE OF INTENSITY AND DIMENSIONAL STANDARDS
Sec.5.1.4 / Other Development Districts

The table for "Other Development Districts" in Section 5.1.4 shall be amended to include "SD" to denote the **Sustainable Development Conditional Zoning District** under "Use" and below "*See Sec. 6.1, Watershed Protection Overlay Districts." "All uses" shall be inserted below "SD" and to the right thereof shall be inserted "All Intensity and Dimensional Standards shall be as set forth in the Sustainable Development Plan approved for the respective Sustainable Development Conditional Zoning District."

VII. TECHNICAL AMENDMENTS

A) Each of the following Sections shall be amended to insert "SD-CZ" immediately after "PUD-CZ" at each place in the respective Section at which "PUD-CZ" appears:

2.1.1 A) 2) b)
2.1.2 A) 2) b)
2.1.7 A) 2)
2.2.11 E)
2.3.15 B)
4.1.2 A)
4.5.6
4.5.6 A)
4.5.6 D)
4.5.6 F)
4.6.1 C) 1) a)
5.2.2 A) 2)
8.2.6
8.3.6 B) 5)
8.4.2
9.1.2

B) Section 2.3.1 shall be amended to insert within the Table under "Development Permit" and following "Traditional Neighborhood District (TND-CZ) (Sec. 2.3.4)" the words "Sustainable Development Conditional Zoning District (SD-CZ) (Sec. 2.3.16)"; to place the letter "R" under each of "Planning Director/Technical Review Committee" and "Planning Board"; and to place the letter "D" under "Town Council."

C) Section 2.3.3 J) 2) shall be amended to insert "or Section 2.3.16 J) *Minor Deviation to a SD Plan* or Section 2.3.16 K) *Modification of SD Plan*" following "2.3.4(M) *Minor Deviations*".

D) Section 2.3.16, **Site Work Prior to Development Approvals**, shall be re-numbered to "Section 2.3.17".

E) Section 2.3.17, **Utility Service**, shall be re-numbered to "Section 2.3.18".

F) Sections 4.3.1 A), 4.4.5 F), and 4.6.1 C) 3) shall each be amended to insert ", SD-CZ Sustainable Development Conditional Zoning District," immediately following "TND-CZ Traditional Neighborhood District" at each place where "TND-CZ Traditional Neighborhood District" appears.

G) Section 5.2.2 F) shall be amended to insert at the beginning of the paragraph "Except in Sustainable Development Conditional Zoning District (SD-CZ)," and to replace "I" with "i" in "internal."

H) Section 8.3.6 B) 5) shall be amended to substitute "Section 8.4.4" for "Section 8.5.3."

November 26, 2025

Town of Apex

Planning Department

322 N. Mason Street

Apex, NC 27502

RE: Veridea Environmental Enhancement Plan (EEP) Amendment

To Whom It May Concern,

This letter is to inform you of a proposed amendment to the Veridea Environmental Enhancement Plan (EEP) to facilitate the development of the North Carolina Children's Hospital and campus.

The Veridea Environmental Enhancement Plan was approved by the Town of Apex on February 28th, 2023 (Ordinance #2023-023).

In the summer of 2025, North Carolina Children's announced their intention to develop a new, state-of-the-art children's hospital within Veridea, bringing North Carolina's first freestanding children's hospital to the Triangle. The hospital and its supporting uses (including but not limited to medical, research, academic, administrative, transport, patient and family respite and accommodations) have a specific set of needs for sustainable building and site design. These unique considerations require the enclosed technical exemptions to the Environmental Enhancement Plan (Exhibit A).

Exhibit A includes the proposed exemptions from technical standards found in the EEP. The exemptions that apply to the health care campus and surrounding supporting uses (including but not limited to medical, research, academic, administrative, transport, patient and family respite and accommodations, central utility plant, and adequate parking facilities) which will make up the campus are found in Part 1 of Exhibit A. Exemptions for the overall SD-CZ Zoned area are contained within Part 2 of Exhibit A.

Exemptions requested herein include standards which relate to specific energy performance ratings, specific fixtures, and EV parking. Where exemptions from text are requested, the full text is provided.

A corresponding UDO Amendment application has been filed in the Town's development portal.

Sincerely,

Veridea Development Team

Exhibit A.

Veridea EEP Plan Amendment

Proposed Text Changes

November 26, 2025

PART 1 NCC Campus Property

The Environmental Enhancement Plan south of US 1, east of I-540, and west of Veridea Parkway (PINs 0740191376, 0730996270, 0730977087, 0730977967, 0740081019, 0740070950, 0740082327, 0740082199, 0740078021, 0740180091, 0740180331, 0731902142 (portion of)) and a portion of the Sustainable Development Plan south of US 1 and east of Veridea Parkway (PINs 0741207566, 0741203157, 0740293940) will retain all of the standards from Ordinance # ORD-2023-023 except:

Section I: Building Standards

Exemption from I.A.1.a., b. & e.

a. In furtherance of the goals set forth in SD Plan 3.7.2, all non-residential and mixed-use buildings in Veridea shall provide plan analysis demonstrating improvement of energy performance by 20% compared to baseline building performance ratings per ASHRAE/ IESNA Standard 90.1-2010 Appendix G. (Note: 2010 ASHREA is being referenced here, consistent with current LEED Rating System benchmark standard).

b. At build-out of Veridea, a minimum of 50% of non-residential buildings within Veridea shall be certified under one of these 3rd Party Certification Program options:

    a. LEED Rating System
    b. Green Globes
    c. Fitwel
    d. Similar alternative standard as determined by the Responsible Party

    Responsible Party will ensure the ability to meet this 50% commitment at the time of each non-residential building permit application to the Town of Apex.

e. Documentation

    i. For all buildings, a letter of compliance shall be provided to the Town with the submittal of building permits for that building by a Professional Engineer (PE) licensed to practice in North Carolina, an architect licensed in North Carolina, OR a qualified third-party certifier stating that, in his or her opinion, the building

design demonstrates improvement of energy performance by 20% compared to baseline building performance ratings per ASHRAE/ IESNA Standard 90.1-2010 Appendix G.

ii. For each building that is developed to meet the standards for certification under one of the 3rd Party Certification Options, a letter of building certification from the selected program shall be provided to the Town at building completion.

Exemption from I.B.1. & 2.

1. Bathroom Fixtures
    a. 100% of showerheads, lavatory faucets and toilets/urinals shall be WaterSense rated fixtures.
2. Water Using Appliances
    a. Dishwashers and clothes washers installed by builder must be Energy Star qualified.

PART 2 Veridea Properties Zoned SD-CZ

With respect to the entirety of the Development, the following exceptions and amendments to the Environmental Enhancement Plan shall apply:

Section V. Air Quality Protection

Modification to V. h.

h. ~~Parking for electric vehicles and bicycles will be provided as required by the Town of Apex UDO~~. Parking requirements:

i. Bicycle parking shall be provided as required by the Town of Apex UDO.

ii. For all uses on the NC Children's health care campus, EV charging spaces shall be provided for 0.3% of the required parking spaces and EV-Ready spaces shall be provided for 1.5% of the required parking spaces.

iii. Multi-family development and hotels shall be required to provide 10% of the required parking as EV charging spaces and 35% of the required parking as EV-Ready spaces.

iv. Higher Education uses shall provide 1% of the required parking as EV Charging spaces and 1.5% of the required parking as EV-Ready spaces.

v. Elementary, junior, and high schools (public or private) are required to meet UDO requirements for EV parking.

vi. All other uses shall be required to provide the UDO required amount of electric vehicle charging spaces and 10% of the required parking as EV-Ready spaces.

vii. For all uses with the Veridea SD-CZ zoning, in-lieu of EV-Ready spaces as defined in Article 12 of the Unified Development Ordinance, EV-Capable spaces shall be allowed. EV-Capable shall mean the installation of "raceway" (the enclosed conduit that forms the physical pathway for electrical wiring to protect it from damage) from the parking space to the nearest electrical distribution room for structured parking or the nearest manhole or hand hole for surface parking. Wire, circuitry, receptacles, chargers, electrical panels, distribution equipment, and/or any other supporting equipment are not required.

ORD · 2023 (5)
023

AN ORDINANCE TO ADOPT ADDITIONAL SUSTAINABILITY STANDARDS FOR VERIDEA

BE IT ORDAINED by the Town Council of the Town of Apex as follows:

Section 1. The Environmental Enhancement Plan for Veridea is hereby adopted in accordance with Section 2.3.16.F.3.b of the Unified Development Ordinance and Section 3.1.2 of the Sustainable Development Plan adopted for Veridea by Rezoning #09CZ07 ("Veridea SD Plan").

Section 2. The lands that are the subject of the Ordinance are those certain lands described in Attachment "A" – Legal Description which is incorporated herein by reference.

Section 3. Pursuant to Section 3.3.4 of the Veridea SD Plan, the Environmental Enhancement Plan in Attachment "B" is hereby incorporated into the Veridea SD Plan and is applicable to the land described in Attachment "A" and to any lands subsequently rezoned to be included in the Veridea SD Plan.

Section 4. The ordinance shall be effective upon enactment on the 28th day of February 2023.

Introduced by Council Member Gantt

Seconded by Council Member Gray

Attest:

Allen Coleman, CMC, NCCCC
Town Clerk

TOWN OF APEX

Jacques K. Gilbert
Mayor

Approved As To Form:

Laurie L. Hohe
Town Attorney

APEX 1873 NORTH CAROLINA

Attachment A

Property Description

Tract 1 (Poe):

BEGINNING at a point which is the northeast corner of the 54.650 acre tract shown on Boundary Survey Prepared for Apex Land Assemblage, LLC by Riley Surveying, PA dated February 23, 2006 and recorded in Book of Maps 2006, Page 416, Wake County Registry; thence along the line of said 54.650 acre tract N 89° 54' 34" W 1794.53 feet to a point in the centerline of Big Branch; thence along the centerline of Big Branch, the following courses and distances denoted L87 through L156 on the following table:

CENTERLINE BIG BRANCH

LINE TABLE		
LINE	*BEARING*	*LENGTH*
L87	*N20° 48' 14" E*	*52.19*
L88	*N27° 36' 15" E*	*25.74*
L89	*N62° 55' 07" E*	*26.76*
L90	*N28° 59' 45" W*	*21.84*
L91	*N05° 57' 55" W*	*34.25*
L92	*N49° 54' 20" E*	*15.65*
L93	*N35° 51' 41" E*	*26.00*
L94	*N57° 55' 36" W*	*27.74*
L95	*S77° 58' 08" W*	*70.86*
L96	*N69° 24' 20" W*	*55.42*
L97	*N16° 11' 53" W*	*54.07*
L98	*N47° 25' 48" E*	*30.81*
L99	*S76° 51' 18" E*	*46.52*
L100	*N23° 56' 06" E*	*15.13*
L101	*N10° 54' 23" E*	*79.33*
L102	*N70° 46' 49" W*	*21.80*
L103	*N13° 56' 38" W*	*44.13*
L104	*N54° 44' 36" W*	*48.38*
L105	*S57° 22' 33" W*	*58.59*
L106	*S44° 34' 58" W*	*46.68*
L107	*N46° 23' 02" W*	*39.79*
L108	*N72° 28' 16" W*	*36.60*
L109	*S47° 16' 54" W*	*18.92*
L110	*N74° 34' 40" W*	*21.22*
L111	*N28° 53' 03" W*	*20.74*
L112	*N42° 52' 48" W*	*46.75*
L113	*N06° 56' 21" E*	*26.65*
L114	*N88° 28' 36" E*	*43.87*
L115	*N27° 02' 14" E*	*18.93*
L116	*N01° 17' 25" E*	*31.60*
L117	*N45° 56' 56" E*	*50.02*
L124	*N39° 28' 55" E*	*39.13*
L125	*N15° 03' 15" W*	*20.63*
L126	*N51° 44' 06" W*	*25.88*
L127	*N30° 05' 45" E*	*27.95*
L128	*S60° 15' 59" E*	*30.79*
L129	*S36° 33' 19" E*	*34.28*
L130	*S78° 44' 24" E*	*52.43*
L131	*N41° 37' 38" E*	*15.36*
L132	*N04° 45' 02" E*	*44.44*
L133	*N30° 38' 49" E*	*51.77*
L134	*N05° 02' 00" W*	*35.48*
L135	*S62° 06' 04" W*	*33.82*
L136	*N44° 56' 44" W*	*39.84*
L137	*N44° 38' 21" E*	*21.58*
L138	*N53° 06' 38 E*	*60.88*
L139	*N61° 14' 38" W*	*39.17*
L140	*N50° 48' 06" W*	*23.78*
L141	*N10° 02' 40" W*	*28.54*
L142	*N38° 49' 48" E*	*55.95*
L143	*N43° 06' 48" W*	*60.59*
L144	*N42° 29' 30" E*	*31.74*
L145	*N70° 52' 59" W*	*69.18*
L146	*N86° 33' 59" W*	*111.94*
L147	*N47° 57' 35" W*	*68.58*
L148	*N30° 54' 08" E*	*32.56*
L149	*N21° 23' 37" W*	*54.07*
L150	*N55° 27' 06" E*	*39.27*
L151	*N03° 24' 04" W*	*46.46*
L152	*N31° 43' 23" E*	*54.96*
L153	*N18° 31' 57" E*	*44.10*
L154	*N01° 09' 10" W*	*65.77*
L155	*N22° 16' 37" W*	*29.93*
L156	*N19° 16' 28" E*	*2.52*

L118	*N01° 25' 13" E*	*14.01*
L119	*N65° 15' 45" W*	*42.02*
L120	*N01° 22' 31" E*	*32.19*
L121	*N46° 17' 51" W*	*51.21*
L122	*N06° 49' 21" E*	*35.97*
L123	*N69° 35' 22" E*	*41.13*

Thence leaving the course of Big Branch, N 87° 20' 59" E 1317.72 feet to a point; thence N 00° 20' 59" E 1411.74 feet to a point; thence N 87° 17' 47" E 1396.96 feet to a point; thence S 02° 19' 40" W 527.05 feet to a point; thence S 90° 00' 00" W 750.13 feet to a point; thence S 00° 00' 00" W 967.73 feet to a point; thence N 77° 55' 24" E 389.22 feet to a point; thence N 01° 29' 14" E 148.65 feet to a point; thence N 65° 20' 41" E 538.98 feet to a point; thence S 02° 20' 59" W 179.73 feet to a point; thence S 02° 28' 41" W 1915.88 feet to a point; thence N 89° 11' 33" W 648.01 feet to the point and place of beginning and being all of Tract 3 containing 128.439 acres shown on a survey entitled "Exempt Division Survey – Property of Bobby and Elizabeth Poe" prepared by Riley Surveying, PA dated November 9, 2006.

Tract 2 (Poe):

BEING all of the 1.710 acre tract and the 0.042 acre tract shown as area in the right of way of Old Holly Springs – Apex Road shown on a map entitled "Property of Bobby W. and Elizabeth A. Poe, F.D. Prince, Sr, Trustee" recorded in Book of Maps 2002, Page 109, Wake County Registry, reference to which is hereby made for greater certainty of description and also being more particularly described as follows: Beginning at an existing nail in the northwest corner of the property of E.K. Huang, et. al. as described in Deed Book 6650, Page 866, Wake County Registry, and the southwest corner of the property of F.D. Prince, Sr. as described in Deed Book 8291, page 540, Wake County Registry, runs thence North 05 degrees 23 minutes 24 seconds East 64.21 feet to an iron pipe; thence North 74 degrees 31 minutes 24 seconds East 381.93 feet to an iron pipe; thence South 86 degrees 04 minutes 18 seconds East 863.27 feet to an iron pipe in the west right of way of SR 1153 (Old Holly Springs – Apex Road). Thence South 86 degrees 04 minutes 18 seconds East 30.32 feet to the centerline of SR 1153; thence along the centerline of SR 1153, South 12 degrees, 45 minutes 03 seconds West 60.72 feet to a point; thence with the north line of Huang, et. al., North 86 degrees 04 minutes 18 seconds West 30.32 feet to an existing iron pipe; thence North 86 degrees 04 minutes 18 seconds West 843.70 feet to an existing iron pipe; thence South 74 degrees 31 minutes 24 seconds West 394.54 feet to an existing iron pipe, the point and place of Beginning, and also being Tract 1 containing 1.754 acres shown on a survey entitled "Exempt Division Survey – Property of Bobby and Elizabeth Poe" prepared by Riley Surveying, PA dated November 9, 2006.

Tract 3 (Lyna):

BEGINNING at a point in the centerline of Old Holly Springs Apex Road, said point being calculated as follows: Beginning at a point in the line of Tract A shown on a map entitled "Proposed Subdivision and Recombination of Properties of Wake County" which is recorded in Book of Maps 1998, Page 782, Wake County Registry, said point also being North 45° 03' 47" East 1591.01 feet from the centerline of the intersection of Old Holly Springs Apex Road and

Woods Creek Road; thence North 09° 24' 42" East 362.56 feet to a point; thence North 85° 47' 44" West 162.21 feet to an iron pin in the centerline of Old Holly Springs Apex Road; thence along the centerline of Old Holly Springs Apex Road in an northerly direction along a left hand curve having a radius of 1963.49 feet an arc distance of 423.08 feet and chord bearing and distance of North 12° 12' 26" East 422.26 feet to the POINT AND PLACE OF BEGINNING: thence continuing along the centerline of said Old Holly Springs Apex Road in a northerly direction along a left hand curve having a radius of 1963.49 feet, an arc distance of 259.39 feet and a chord bearing and distance of North 02° 14' 59" East 259.20 feet; thence North 00° 00' 56" East 187.39 feet to a point; thence South 67° 20' 57" East 925.18 feet to a point; thence South 61° 30' 00" East 301.10 feet to a point; thence South 73° 33' 19" East 346.87 feet to a point; thence South 74° 36' 50" East 217.48 feet to a point; thence South 70° 39" 03" East 219.39 feet to a point; thence South 66° 06' 14" East 183.83 feet to a point; thence South 51° 10' 55" East 327.09 feet to a point in the centerline of White Oak Creek a/k/a Falls Branch Creek; thence along the centerline of said creek as follows: South 03° 23' 35" East 31.18 feet to a point; thence South 19° 58' 50" East 138.13 feet to a point; thence South 09° 01' 05" West 63.94 feet to a point; thence South 22° 49' 37" West 94.25 feet to a point; thence South 05° 19' 49" West 65.12 feet to a point; thence leaving the center line of said creek N 67° 48' 05" W 2481.26 feet to the point and place of BEGINNING and being all of Tract 1 containing 23.62 acres as shown on a survey entitled "Exempt Subdivision prepared for Apex Land Assemblage, LLC" by Riley Surveying, P.A. dated May 13, 2005.

Tract 4 (Reeves):

BEGINNING at a point in the line of Tract A shown on a map entitled "Proposed Subdivision and Recombination of Properties of Wake County" which is recorded in Book of Maps 1998, Page 782, Wake County Registry, said point also being North 45° 03' 47" East 1591.01 feet from the centerline of the intersection of Old Holly Springs Apex Road and Woods Creek Road, being the point and place of BEGINNING, thence North 09° 24' 42" East 362.56 feet to a point; thence North 85° 47' 44" West 162.21 feet to a point; thence North 85° 47' 44" West 30.48 feet to an iron pin in the centerline of Old Holly Springs Apex Road; thence along the centerline of Old Holly Springs Apex Road in an northerly direction along a left hand curve having a radius of 1963.49 feet, an arc distance of 423.08 feet and chord bearing and distance of North 12° 12' 26" East 422.26 feet to a point; thence leaving the centerline of said road South 67° 48' 05" East 2481.26 feet to a point in the centerline of White Oak Creek a/k/a Falls Branch Creek; thence along the centerline of said creek as follows South 05° 19' 49" West 39.71 feet to a point; thence South 17° 13' 42" West 52.16 feet to a point; thence South 63° 16' 26" West 25.88 feet to a point; thence South 17° 55' 39" West 68.74 feet to a point; thence leaving the line of said creek North 78° 00' 00" West 876.99 feet to a point; thence North 84° 10' 00" West 1370.01 feet to the point and place of BEGINNING, and being all of Tract 2 containing 23.62 acres as shown on a survey entitled "Exempt Subdivision prepared for Apex Land Assemblage, LLC" by Riley Surveying, P.A. dated May 13, 2005.

Tract 5 (Goodwin/ALAN):

BEING all that certain tract or parcel of land containing 54.650 acres, more or less, as shown on plat of survey entitled "Boundary Survey Prepared for Apex Land Assemblage, LLC" dated February 16, 2006 and revised February 23, 2006, prepared by Phillip W. Riley, professional Land Surveyor, of Riley Surveying, P.A. and recorded in Book of Maps 2006, Page 416, Wake County Registry, which plat is referenced for a more particular description.

Tract 6 (Adams):

BEING all that certain tract or parcel of land containing 86.334 acres as shown on plat of survey entitled "Boundary Survey, Prepared for HH Trinity Apex Investments, LLC, Holly Springs Township, Wake County, NC" dated September 17, 2007, prepared by Phillip W. Riley, Professional Land Surveyor, of Riley Survey, P.A. and recorded in Book of Maps 2007, Page 2469, Wake County Registry, which plat is referenced for a more particular description.

Tract 7 (Cox):

BEING all that certain tract or parcel of land containing 65.210 acres as shown on plat of survey entitled "Boundary Survey, Prepared for HH Trinity Apex Investments, LLC, Holly Springs Township, Wake County, NC" dated September 19, 2007, prepared by Phillip W. Riley, Professional Land Surveyor, of Riley Survey, P.A. and recorded in Book of Maps 2007, Page 2467, Wake County Registry, which plat is referenced for a more particular description.

Tracts 8 - 11 (Raymer):

BEING all those certain tracts or parcels of land designated as Tract I-A, containing 278.521 acres; Tract II, containing 2.134 acres; Tract III, containing 4.333 acres; and Tract 840' x 40', containing 0.626 acres, as shown on plat of survey entitled "Boundary Survey, Prepared for HH Trinity Apex Investments, LLC, Holly Springs Township, Wake County, NC" dated September 20, 2007, prepared by Phillip W. Riley, Professional Land Surveyor, of Riley Surveying, P.A. and recorded in Book of Maps 2007, Page 2468, Wake County Registry, which plat is referenced for a more particular description.

Tract 12 (Apex Town Square):

Being all of that certain tract of land lying in the Town of Apex, Holly Springs Township, Wake County, North Carolina, and being more particularly described as follows:

BEGINNING at an existing iron pipe at the northeastern corner of the now or formerly EMC Corporation property described in Deed recorded Book 2791, Page 428, Wake County Registry, said pipe also being located in the western line of the now or formerly Cash and Maynard Tract 1-A as shown on plat of survey recorded in Book of Maps 2003, Page 398, Wake County Registry (the "Plat"), said pipe being located North 02° 14' 00" East 271.08 feet from a common corner with said Cash and Maynard Tract 1-A and the now or formerly Cor Bregman property in said EMC Corporation's eastern property line as shown on the Plat; thence with said EMC Corporation's northern property line, South 89° 33' 33" West 1,910.66 feet to an existing iron pipe; thence with EMC Corporation's interior eastern property line, North 02° 07' 56" East

543.28 feet to an existing iron pipe, the southeastern corner of the now or formerly Colon Hobby property; thence with the eastern property line of said Colon Hobby property, North 00° 59' 41" East 734.53 feet to a set iron pipe marking the southwest corner of the said Cash and Maynard Tract 1-A; thence with said Cash and Maynard's Tract 1-A's southern property line and passing over an existing iron pipe at a distance of 15.08 feet, South 87° 48' 34" East 1,905.24 feet (total) to an existing iron pipe; thence continuing with said Cash and Maynard's Tract 1-A's interior western property line, South 01° 15' 42" West 1,190.09 feet to the point or place of BEGINNING, containing 53.939 acres, more or less, including any deed/survey gaps that may exist along the western line of the property herein described, as shown on the Plat, which Plat is referenced for a more particular description and being all of the property conveyed to Apex Town Square, LLC, by deed dated January 6, 2006, and recorded in Book 11766, Page 242, Wake County Registry.

Tract 13 (Bregman):

Lying and being in Town of Apex, Holly Springs Township, Wake County, North Carolina, and being more particularly described as follows:

BEGINNING at an existing iron pipe at a corner of the property now or formerly owned by Heartland Raleigh Apex U.S. 1 Limited Partnership (Book 4454, Page 666, Wake County Registry ["WCR"]), said pipe being located at NC Grid Coordinates: N=707,936.09; E2,048,195.68, and also being located South 31° 57' 19" West a distance of 2,292.37 feet (Grid) from NCGS Monument "TANK" (N=709,881.08; E2,049,408.93); from said POINT OF BEGINNING, running thence along and with the western line of the aforesaid Heartland Raleigh property the following courses and distances:

- South 02° 41' 34" West a distance of 537.74 feet to an existing iron pipe;
- South 02° 41' 34" West a distance of 100.28 feet to an existing iron pipe;
- South 02° 41' 34" West a distance of 2.08 feet to an existing iron pipe;
- South 02° 39' 56" West a distance of 37.18 feet to an existing iron pipe in the northern right-of-way of Technology Drive;

running thence along and with the northern right-of-way of Technology Drive the following courses and distances:

- along and with the arc of a curve to the left having a radius of 411.97 feet (Chord Bearing: South 60° 59' 56" West; Chord Distance: 224.57 feet) a distance of 227.45 feet to an existing iron pipe;
- South 45° 37' 55" West a distance of 288.89 feet to an existing iron pipe;
- South 44° 59' 17" West a distance of 549.68 feet to an existing iron pipe;
- South 44° 59' 17" West a distance of 70.66 feet to an existing iron pipe;
- along and with the arc of a curve to the right having a radius of 351.97 feet (Chord Bearing: South 57° 36' 33" West; Chord Distance: 151.96 feet) a distance of 153.17 feet to an existing iron pipe;
- along and with the arc of a curve to the right having a radius of 351.97 feet (Chord Bearing: South 79° 30' 30" West; Chord Distance: 115.27 feet) a distance of 115.79 feet to an existing iron pipe;
- South 88° 51' 29" West a distance of 164.77 feet to a point in the eastern line of property

now or formerly owned by Data General (Book 2791, Page 428, WCR);

leaving the northern right-of-way of Technology Drive and running thence along and with the eastern line of the aforesaid Data General property, North 02° 16' 29" East a distance of 1,200.00 feet to an existing iron pipe; continuing with the eastern line of the Data General property and running thence North 02° 17' 20" East a distance of 416.31 feet to an existing iron pipe in the southern line of the aforesaid Heartland Raleigh property; running thence along and with the southern line of the Heartland Raleigh property, South 86° 16' 48" East a distance of 1,218.14 feet to the POINT AND PLACE OF BEGINNING, containing 34.0763 acres, more or less, and being all of Tract 4 north of the right-of-way of Technology Drive, as shown on that certain survey entitled "Recombination And Minor Subdivision of Technology Drive Property For Thomas H. Byrd, III", dated December 11, 1996, and prepared by Niall W. Gillespie, R.L.S. (No. L-2629) (File Name: BYRDTOPO), to which survey reference is hereby made for a more particular description, and being the same property conveyed to Cor S. Bregman by deed recorded in Book 7409, Page 255, Wake County Registry, and being the same property conveyed to Cornelius S. Bregman and Kandes K. Bregman, as Trustees of the Cornelius and Kandes Bregman Trust, under Agreement dated September 20, 1999 by deed recorded in Book 10856, Page 2786, Wake County Registry, LESS AND EXCEPT (i) the property conveyed to Thomas H. Byrd, IV, and wife Lisa W. Byrd, by deed recorded in Book 10129, Page 491, Wake County Registry, and (ii) the property conveyed to the Department of Transportation by deed recorded in Book 8128, Page 153, Wake County Registry.

Tracts 14 - 15 (EMC):

Being all those certain tracts or parcels of land containing approximately 47.419 acres and identified as portions of parcel identification numbers 0740672147 (containing approximately 46.61 acres) and 0740570471 (containing approximately 77.66 acres), and as generally shown as Tract 2 on the map attached hereto as Schedule 1.

Tract 16 (Whitehouse):

Being all that certain tract or parcel of land containing approximately 27.47 acres and identified as parcel identification number 0740287376 and being the same property conveyed to Brenda P. Whitehouse, individually, a 55% undivided interest, and Brenda P. Whitehouse as Trustee of the Irene F. Prince Family Trust dated February 19, 2004, a 45% undivided interest, by deed recorded in Book 10680, Page 477, Wake County Registry.

Tract 17 (F. Prince):

Being all that certain tract or parcel of land containing approximately 75.63 acres and identified as parcel identification number 0740191376 and being the same property conveyed to F.D. Prince, Sr., sole Trustee, or his successors in trust, under the Frank Dixon Prince, Sr. Living Trust, dated October 20, 1988, and any amendments thereto, by deed recorded in Book 8291, Page 540, Wake County Registry.

Tract 18 (F. Prince):

Being all that certain tract or parcel of land containing approximately 21.36 acres and identified as parcel identification number 0730996270 and being the same property conveyed to F.D. Prince, Sr., sole Trustee, or his successors in trust, under the Frank Dixon Prince, Sr. Living Trust, dated October 20, 1988, and any amendments thereto, by deed recorded in Book 8291, Page 540, Wake County Registry.

Tract 19 (B. Prince):

Being all that certain tract or parcel of land containing approximately 32.06 acres and identified as parcel identification number 0741207566 and being the same property conveyed to William Ira Prince, III, by deed recorded in Book 2673, Page 652, Wake County Registry.

Tract 20 (J. Prince):

Being all that certain tract or parcel of land containing approximately 1.80 acres and identified as parcel identification number 0740293940 and being the same property conveyed to William I. Prince and Jean P. Prince, by deed recorded in Book 6217, Page 146, Wake County Registry.

Tracts 21-38 (Stephens):

Being all of those certain tracts or parcels of land identified as parcel identification numbers 0740886966, 0740991702, 0740992565, 0740991337, 0740991237, 0740990140, 0740980647, 0740982309, 0740982534, 0740982635, 0740982769, 0740982866, 0740982964, 0740982929, 0740992024, 0740992069, 0740992169 and 0740982764.

Tract 39 (Tew):

Being all that certain tract or parcel of land containing approximately 1.84 acres and identified as parcel identification number 0741203157 and being the same property conveyed to Kim Prince Tew, and husband, David Wayne Tew, by deed recorded in Book 10633, Page 1741, Wake County Registry.

Tract 40 (Huang):

Being all that certain tract or parcel of land containing approximately 13.33 acres and identified as parcel identification number 0740180091 and being the same property conveyed to Ruey Shiue Huang, Co-Trustee, and Edward K. Huang, Co-Trustee, of The Huang Family Trust, dated September 30, 2005, by deed recorded in Book 10656, Page 33, Wake County Registry.

Attachment B

Environmental Enhancement Plan

Veridea

Apex, NC

November 1, 2022

Revised: December 1, 2022

2nd Revision: January 31, 2023

3rd Revision: February 3, 2023

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INTRODUCTION

On May 10, 2011, the Town of Apex adopted the Veridea Sustainable Development Plan ("SD Plan"). As set forth in the SD Plan, Veridea will be planned and developed as a safe, healthy, resource efficient, pedestrian and transit-oriented mixed-use community in accordance with these Guiding Principles:

- Create economic value;
- Eliminate the concept of waste;
- Insist on a renewable future;
- Create delightful urban places; and
- Integrate nature throughout the community.

The SD Plan is intended to encourage a pattern of high density, pedestrian-friendly development in some areas of Veridea and the conservation or enhancement of natural space in other areas. This Environmental Enhancement Plan ("EEP"), required by SD Plan Article 3.1.2, sets forth specific environmental Sustainability Standards applicable to Veridea to guide the development of Veridea in accordance with the SD Plan pursuant to Article 2.3.16 F) 3) b) of the Apex Unified Development Ordinance ("UDO"). The Sustainability Standards set forth in this EEP are intended to protect natural resources and the environment in light of this development pattern and to address secondary and cumulative impacts associated with the infrastructure required for Veridea. Unless otherwise defined herein, capitalized terms used in this EEP have the same meaning assigned to them in the UDO and in the SD Plan.

A. Purpose of the Environmental Enhancement Plan (EPP)

Taken as a whole, the Sustainability Standards set forth in the SD Plan and the EEP will provide a level of environmental protection that equals or exceeds the traditional metrics set forth in the Apex UDO, State and federal laws. A development project of Veridea's scale affords a rare opportunity to meaningfully plan for a more resilient future, by implement best practices in diversifying land use, building design, waste avoidance, energy optimization, water conservation and protection, transportation and open space. The EEP provides a framework for sustainable development principles over the lifespan of this multi-phase project.

B. Balancing Growth and Environmental Protection

In an effort to provide a holistic review of the Town's growth projections and infrastructure planned to support that growth, the Town of Apex has prepared a Secondary and Cumulative Impact Master Mitigation Plan (the "SCIMMP"), which examines the potential secondary and cumulative impacts throughout the Town's Planning Area associated with planned infrastructure. The SCIMMP acknowledges that sprawling development—the secondary and cumulative impacts associated with water, sewer and transportation infrastructure—will result in adverse environmental impacts and points out that Apex has taken progressive steps to balance the competing goals of growth and environmental protection. As noted in the SCIMPP, Apex has implemented mitigation measures that limit sprawl by encouraging areas of higher density development, such as is represented by Veridea.

While the SCIMMP served as a point of reference, this EEP sets forth alternative standards as an enhancement and mitigation strategy to address the potential secondary and cumulative impacts noted in the SCIMMP that may occur within Veridea. Specifically, the EEP, like the measures noted in the SCIMPP, is intended to balance the goals of growth and environmental protection, by facilitating

compact, dense, development that, in certain respects, is inherently less impactful than automobile-oriented low density residential development and that also lends itself to innovative environmental protection measures. The compact urban spaces in Veridea will allow for the use of both structural and non-structural SCMs, including innovative techniques for urban areas, for water quality protection that meets or exceeds that required by the measures noted in the SCIMPP. Similarly, the compact urban spaces in Veridea will be pedestrian- bicycle- and transit-oriented and, for this reason, will result in decreased automobile use and vehicle miles traveled. The decreased dependence on automobiles within Veridea will, in turn, improve air quality through the reduction of vehicular traffic and mobile energy consumption. In combination, the SD Plan and the EEP will result in the creation of compact, walkable, vibrant, and interconnected community that balances the goals of development and environmental protection and offers residents and visitors a high quality of life.

C. Organization of the Environmental Enhancement Plan

The EEP is organized into the following sections:

1. Building Standards
2. Environmental and Natural Resource Protection
3. Stormwater & Surface Water Management
4. Land Management
5. Air Quality Protections

I. BUILDING STANDARDS

A. Energy

1. Non-Residential and Mixed-Use Buildings Energy Efficiency

a. In furtherance of the goals set forth in SD Plan 3.7.2, all non-residential and mixed-use buildings in Veridea shall provide plan analysis demonstrating improvement of energy performance by 20% compared to baseline building performance ratings per ASHRAE/ IESNA Standard 90.1-2010 Appendix G. (Note: 2010 ASHREA is being referenced here, consistent with current LEED Rating System benchmark standard)

b. At build-out of Veridea, a minimum of 50% of non-residential buildings within Veridea shall be certified under one of these 3rd Party Certification Program options:
   i. LEED Rating System
   ii. Green Globes
   iii. Fitwel
   iv. Similar alternative standard as determined by the Responsible Party

   Responsible Party will ensure the ability to meet this 50% commitment at the time of each non-residential building permit application to the Town of Apex.

c. Solar facilities may be installed on the roofs of building occupied by industrial uses. Installation of solar facilities will be subject to a Return of Investment Analysis consistent with industry practices.

d. Solar facilities will be installed in the open space required to be dedicated per the SD Plan.

e. Documentation
   i. For all buildings, a letter of compliance shall be provided to the Town with the submittal of building permits for that building by a Professional Engineer (PE) licensed to practice in North Carolina, an architect licensed in North Carolina, OR a qualified third-party certifier stating that, in his or her opinion, the building design demonstrates improvement of energy performance by 20% compared to baseline building performance ratings per ASHRAE/ IESNA Standard 90.1-2010 Appendix G.

   ii. For each building that is developed to meet the standards for certification under one of the 3rd Party Certification Options, a letter of building certification from the selected program shall be provided to the Town at building completion.

2. Residential Buildings Energy Efficiency

a. All single-family, townhomes, multi-family, and condominium residential dwelling units to be constructed in Veridea must meet at least one of the following options (or similar alternative standard as determined by the Responsible Party).
   i. Energy Star Program Certification
   ii. ecoSelect Program Certification
   iii. Clear Program Certification
   iv. Passive House Institute US Certification
   v. DOE Zero Energy Ready Home (ZERH) Program

vi. National Green Building Standards (NGBS Program) Certification
vii. LEED for Homes Program Certification
viii. Similar alternative standard as determined by the Responsible Party

b. Certification Program Approval – Prior to the recordation of any final plat for single-family, townhome, or condo lots Town of Apex staff shall review and approve the selected residential energy efficiency program for compliance with this Plan.

3. Renewable Energy

a. Veridea will create a receptive environment for solar energy technologies. Panels will be allowed on any roof orientation while also maintaining compliance with architectural design guidelines
b. Conduit for wiring of solar panels shall be provided in all single-family and townhome residential units.

B. Water Efficiency

All water fixtures and appliances shall be rated, and design of buildings shall incorporate water-saving measures. Proof of compliance with the provisions below will be per I.A.1.c hereof.

1. Bathroom Fixtures
   a. 100% of showerheads, lavatory faucets and toilets/urinals shall be WaterSense rated fixtures.

2. Water Using Appliances
   a. Dishwashers and clothes washers installed by builder must be Energy Star qualified.

3. Water Efficient Design for Residential Plumbing Systems
   a. To reduce water wasted while waiting for hot water to be delivered to a fixture, the hot water pipe length shall be no more than 50 feet when measured from the water heater to the furthest fixture for all residential units, where practicable. For units with recirculation systems installed, demand-initiated controls should be encouraged.

4. Landscape Practices
   a. Landscape plantings shall be drought tolerant, native, and locally adaptive species (including turf); at minimum 80% of plantings. Such plantings shall be presented on plans submitted to the Town of Apex for review.

   b. When installed, irrigation systems shall be equipped with weather-based or soil moisture sensor-based controllers. Spray heads shall be limited to turf areas only. Reclaimed water should be used if available.

C. Indoor Air Quality

Residential (single-family, townhome, multi-family, and condominium) designs and construction within Veridea shall include practices that enhance indoor air quality. Proof of compliance with provisions below will be provided per I.A.1.c and I.A.2.b hereof.

1. Building Envelope
    a. Smoking restrictions implemented AND ETS transfer pathways minimized for commercial and multi-unit residential buildings.

2. Mechanicals
    a. Equipment designed and selected to keep relative humidity < 60% for conditioned space.
    b. Minimum MERV 8 filter on forced air HVAC systems
    c. All fireplaces within conditioned space are direct vented with gasketed doors. NO UNVENTED/VENT FREE FIREPLACES allowed within conditioned space.

3. Materials
    a. Interior paints and finishes certified low emission (Zero or less than 50g/l VOC content).
    b. Carpet, carpet adhesives, and carpet cushion certified low emission per the Carpet and Rug Institute (CRI) Indoor Air Quality Program (CRI Green Label Plus).

D. Material Management

Proof of compliance with provisions below will be provided per I.A.1.c and I.A.2.b hereof.

1. Storage and Collection of Recyclables
    a. Within every mixed-use or nonresidential project, recycling containers adjacent to other waste receptacles or recycling containers integrated into the design of the receptacle shall be provided.

2. Recycled Content
    a. To increase demand for building products that incorporate recycled content materials, special consideration must be given to contractors proposing to use materials with recycled content.

3. Regional Materials
    a. To increase demand for building materials and products that are extracted and manufactured locally, and in doing so supporting the use of indigenous resources and reducing the environmental impacts resulting from transportation, special consideration must be given to contractors proposing to use building materials or products which have been extracted, harvested or recovered, as well as manufactured, within 500 miles of Veridea.

II. ENVIRONMENTAL AND NATURAL RESOURCE PROTECTION

A. Resource Conservation Area – SD Plan Article 3.4.3.1.

From its inception, Veridea has been conceived of and planned as a place in harmony with its natural surroundings. The standards contained herein and in the SD Zoning Plan encourage and require site design techniques that preserve the natural and cultural environment, thereby enhancing the developed environment.

1. Standards

a. Resource Conservation Area (RCA) - Apex has recognized that compliance with the Town's existing RCA requirements set forth in the UDO would prevent certain highly desirable development characteristics, such as density and connectivity, and has exempted areas intended for dense activity centers from the requirement of RCA. In keeping with this precedent, and to achieve the vision of Veridea, as set forth in SD Plan Article 3.1.3, notwithstanding UDO Article 8.1.2.C), 100-acres of land within Veridea shall be established as RCA.

b. Establishment of RCA - Notwithstanding UDO Article 8.1.2.A), RCA shall be established in Veridea according to the criteria set forth in III.A.2 hereof. RCA shall be shown on Master Subdivision Plans and Site Plans where applicable.

2. Criteria for Establishing Resource Conservation Area in Veridea

A. Categories of RCA

1. UDO 8.1.2.B.1 shall apply within Veridea.

2. Restoration Areas – restored, repaired and/or stabilized degraded stream channels, restored or re-vegetated stream buffers, constructed wetlands areas that are restored using innovative techniques authorized in accordance with IV.A.1 hereof, and SCMs that are amenities in accordance with IV.A.2.d hereof may be established as RCA.

3. In addition, any land within the Veridea SD zoned area placed in a conservation easement and deeded to the Master Property Owners' Association, or sub-associations within Veridea, or a qualified land management agency, such as but not limited to the Triangle Land Conservancy, may qualify as RCA.

4. In addition, as set forth in SD Plan 3.4.3.1.e, both:
   a. Open Space, excluding Civic Buildings and all associated parking, municipal parking lots, and parking associated with Open Space that exceeds the direct needs of such Open Space; and
   b. Recreation area provided in Public Space or Civic Space within the Development including, but not limited to, open space, pools, tennis courts, tot lots, ball fields, and village greens shall be allowed to be counted as partial credit toward the RCA requirement. The credit for such area shall be 50% of the area provided. (For example, 1 acre of area shall count as 0.5 acres of RCA.) In order to qualify as RCA, the area must be located on a lot 0.5 acre or larger in size.

5. Land utilized for renewable energy generating facilities qualifies as RCA.

6. Existing or proposed private easements that are also utilized for a trail, for a pedestrian walkway, as a passive recreational amenity, through environmentally sensitive areas, or as community gardens for public educational, recreational, or shared community use shall qualify as RCA.

B. Site and Tree Survey Required
   1. UDO 8.1.2.B.2 shall apply within Veridea.

   2. Notwithstanding the foregoing, consistent with IV.C.1 hereof and Section 3.4.3.1 of the Veridea SD Plan, UDO 8.1.2.B.2.f shall not apply within Veridea.

C. Ownership of RCA in Subdivisions
   The RCA within a subdivision shall be designated so that the RCA may not be removed, modified, or damaged. The RCA shall be a separate Lot(s) and be owned in common by the Lot owners or owned by a separate entity or entities (e.g. property owner's association, development corporation, building lot owner or owners, land management agency or non-profit such as a land trust or conservancy, etc.) In no case shall the RCA for one subdivision be owned by more than 3 entities.

D. Designation of RCA
   Though RCA shall be calculated for Veridea cumulatively, approved RCA shall be shown on the Site Plan or Subdivision Plan for each development site. The RCA shall be shown on the final plat with metes and bounds, to be preserved in perpetuity.

F. Standards for Protection During Construction
   The standards set forth in UDO 8.1.2.G shall apply within Veridea except to the extent that such standard is inconsistent with the provisions of this EEP or SD Plan.

G. Development Restrictions on Steep Slopes
   UDO 8.1.4 shall apply within Veridea.

III. STORMWATER & SURFACE WATER MANAGEMENT

A. Stormwater Management – SD Plan 3.4.3.2.a.

As set forth in SD Plan 3.4.3.2.a, the objectives for stormwater management within Veridea are:

i. Reducing pollutants to protect surface water bodies;
ii. Promoting recharge of ground water resources;
iii. Reduce / minimize flooding within the Development and downstream;
iv. Enhancing safety and aesthetics for the public; and
v. Creating wildlife habitats and educational opportunities.

All SCMs implemented within Veridea shall comply with the NC Department of Environmental Quality (NC DEQ) Stormwater Design Manual Considerations for selecting and using SCMs within Veridea will include, but are not limited to: site applicability, public safety, spatial requirements, soil characteristics, hydrologic benefits, slope, existing land use conditions, and maintenance requirements. In addition to the items listed above, it is the goal to make stormwater features amenities within Veridea and assets to the overall aesthetics of Veridea and the Town.

1. Approved SCMs

The following SCMs are approved for implementation in Veridea.

a. Detention systems that capture a volume of runoff and temporarily detain that volume for release over several days.

b. Constructed wetland systems that are similar to retention and detention systems, except that a major portion of the SCM water surface area (in pond systems) or bottom (in meadow-type systems) contains wetland vegetation.

c. Filtration systems that use some combination of a granular filtration media such as sand, soil, organic material, carbon or a membrane to remove typical pollutants found in runoff.

d. Vegetated systems (biofilters) such as green roofs, green walls, swales, filter strips that are designed to convey and treat either shallow flow or sheet flow runoff.

e. Innovative systems, as defined by 15A NCAC 02H.1003(6), or proprietary systems, may be approved by the Town on a case-by-case basis.

f. Regional stormwater management facilities, to augment, and/or in lieu of, on-site treatment and detention for stormwater management that is implemented on a Lot by Lot or Project by Project basis, to the extent allowed by applicable Federal and North Carolina law and regulation.

2. SCM Standards

a. SCM's will be designed to provide a minimum of 85% TSS removal from stormwater runoff from their contributory drainage area.

b. Downstream of Veridea: post-development peak flows shall not exceed pre-development peak flows for the 25-, 10-, and 1-year storms. Roadway projects shown on the Thoroughfare and Collector Street Plan of the Town of Apex and undertaken in public rights-of-way within Veridea shall be deemed exempt from these requirements.

c. Storage volumes shall be provided such that the runoff from the required water quality storm event (1.0-inch of rainfall) does not draw down in less than two days and that the volume is drawn down completely within five days.

d. To enhance the overall aesthetics of Veridea and the Town, SCMs that are amenities within Veridea may receive credit toward the Open Space requirement per SD Plan 3.1.3 or Resource Conservation Area per SD Plan 3.4.3. For a SCM to receive credit toward the Open Space requirement, it shall be designed to provide at least five (5) of the following features:
   i. Pedestrian access by way of an installed soft or hard surface path from the nearest pedestrian pathway;
   ii. Use of similar plant materials as those used in adjacent and surrounding planting beds;
   iii. Limit rip rap to 15% of the total surface area of the stormwater facility used for stabilization;
   iv. Plant pallet comprised of native and adaptive plant material that provides for visual interest and diversity, while attracting wildlife;
   v. Curvilinear forms that define the limits of the facility to avoid simple shapes that are incongruent with the natural topography of the site;
   vi. Active water feature;
   vii. Elements that provide opportunities for passive recreation including site furnishings, overhead shelter, and pleasant views;
   viii. Educational opportunities in the form of educational signage;
   ix. Fitness opportunities added along a pathway; and

e. SCM's meeting the standards of III.A.2.a.2 hereof, exclusive of riprap areas, may receive credit as Resource Conservation Area.

f. Structural SCMs shall be designed in accordance with UDO 6.1.12 and other applicable Town standards.

g. Described area containing each structural SCM shall be depicted on the site plan or Subdivision Plan and on the final plat in accordance with UDO 6.1.12.C.

h. For all structural SCMs approved, the owner of such SCM shall have an operation and maintenance agreement in accordance with UDO 6.1.12.D. An operation and maintenance agreement shall not be required for non-structural SCMs. For the purposes of this EEP, non-structural SCMs shall be defined as practices implemented in single family residential or commercial applications that are less than one-acre of disturbed area and generally include but are not limited to: disconnecting downspouts and other runoff features, limiting impervious surface and land disturbance, and other non-structural practices as approved by the Town.

i. Performance guarantees, maintenance and maintenance guarantees and inspection requirements for SCMs shall comply with UDO 6.1.12.G), H), and I).

j. SCMs located in a public right-of-way or easement require an encroachment and maintenance agreement with the Town before such encroachment is made, in accordance with SD Plan 3.3.5.

k. Storm drainage easements shall be recorded to identify the locations of SCMs on a Lot(s). The owner of the Lot shall not remove or structurally alter such SCM without prior written approval from the Town.

3. Floodplain

a. FEMA regulated floodplain is located in the southwestern portion of the parcel. Local floodplain will be determined through the definition of a base flood elevation by means of a detailed hydraulic report for streams with a drainage area greater than 100-acres. Per allowances in the UDO 6.2.16.B, non-residential buildings shall be allowed in the floodplain, and there shall be no over-riding requirement to preserve floodplain as RCA.

b. Notwithstanding UDO 6.2.3, stormwater management, detention and retention facilities may encroach within potential on-site flood hazard areas where a base flood elevation has been established pursuant to UDO 6.2.17.B. Where proposed, the detailed hydraulic analysis revising the base flood elevation will be provided at the time of site plan or subdivision submittal.

c. Revisions / modifications to the base flood elevation, including but not limited to fill and grading, may be submitted at the time of site plan or subdivision plan submittal in the event that the flow within a stream is changed and will impact the base flood elevation. Any modifications to FEMA regulated floodplain will be permitted in accordance with local and federal regulations.

B. Water Conservation – SD Plan 3.4.3.2.b.

The careful stewardship of the use of water within Veridea is set forth in the SD Plan goals for water conservation are:

- Reducing per capita water use while retaining attractive landscapes;
- Protection of ground and surface water supplies from unsustainable depletion;
- Eliminating unnecessary waste in water use practices;
- Reducing wastewater treatment volume and associated municipal expenditures;
- Promoting the increased use of re-use water for irrigation.

To achieve these goals water conservation standards in Veridea will include:

1. Water Efficient Landscape Practices

a. Planting
   i. The planting of landscape materials shall be in accordance with the Town of Apex, NCDEQ, or North Carolina Cooperative Extension standards for drought tolerant, native, and locally adaptive species.
   ii. Plant materials shall be chosen to thrive based on their exposure to sun, wind, and soil conditions.
   iii. Landscape beds shall provide a 3" layer of mulching material.
   iv. Plants shall be grouped according to water needs, or "hydrozones," to limit overwatering.

b. Irrigation
   i. Irrigation systems shall be equipped with weather-based or soil moisture sensor-based controllers.
   ii. Installation of spray heads shall be limited to turf areas only.

2. Storm Water Re-use

a. Re-use of stormwater for non-potable applications such as irrigation, vehicle washing, cooling tower make-up water, etc. will be encouraged, for both commercial and residential applications. Stormwater reuse will be utilized in the portions of Veridea approved for multi-family uses. Installation of stormwater reuse facilities will be subject to the design teams review of the viability on each building. Landscaped areas within the multifamily residential development will be irrigated with stormwater reuse where practicable. Where re-use water is not available, potable water may be used for irrigation in accordance with the Town of Apex Water Conservation Ordinance.

b. Re-use water may be used for irrigation in areas of public or private lawns, landscaping or recreation area.

c. Where a centralized chiller plant is utilized, and where practical, re-use water may provide cooling tower make-up water.

C. Surface Water Enhancement – SD Plan 3.4.3.2.c.

As set forth in SD Plan 3.4.3.2.c, the objectives for surface water enhancement within Veridea are:

- Maintaining water quality by capturing or controlling sediment, nutrients, and other pollutants per the minimum requirements of the Town of Apex;
- Ensure that post-development peak flows do not exceed pre-development flows for the 25-year storm event;
- Augmenting low flow from SCM's to improve downstream aquatic habitat;
- Enhancing public use and enjoyment of the natural system; and
- Install signage prohibiting pet waste and use of fertilizers near environmentally sensitive areas.

1. Stream Protection Buffers -

Veridea is located in the Secondary Watershed Protection District per the Town of Apex Watershed Protection Overlay District dated May 2022 and will utilize the High-Density Development Option. All perennial and intermittent streams have been field verified by the Town of Apex; verification is included as Appendix A to this Plan. Stream buffers will be maintained pursuant to 6.1.7.B of the Town of Apex UDO.

As provided in 6.1.7.b.2 of the Town of Apex UDO, a vegetative buffer an average width of not less than 100' shall be maintained along each side of a perennial stream and at no point shall the buffer width be less than 50'. While buffer widths may vary from the map included as Appendix B of this Plan, final buffer area provided within Veridea shall not be less than 166.87 acres.

The Town of Apex verification of the perennial and intermittent streams shall be valid for the period of the validity of any Army Corps of Engineers Individual / Nationwide Permit.

a. Future buffer authorizations within Veridea shall be in accordance with process in Section 6.1.11 of the Town of Apex UDO.

b. Impacts to the established stream protection areas established herein shall be mitigated per Section 6.1.13 of the Town of Apex UDO.

c. For the purposes of this EEP, "stream protection areas" shall refer to protected areas including floodways and floodplains Buffer widths shall be as described in Appendix B.

2. Mitigation

With a project the size and density of Veridea some unavoidable impacts are necessary to accommodate the required vehicular and pedestrian transportation improvements and utility infrastructure. The EEP proposes specific mitigation options to address these impacts. These impacts will be limited, yet necessary to address:

- Vehicular and pedestrian transportation improvements and interconnectivity

- Utility infrastructure that will serve Veridea as well as adjacent lands which are yet to be developed.

- Non-erosive outlets for stormwater management facilities

- Intermittent streams and isolated wetland pockets as needed to create developable land areas to support the proposed densities.

a. Mitigation for impacts to wetlands will be accomplished per the regulations of the United States Army Corps of Engineers and North Carolina Division of Environmental Quality.

b. Mitigation for impacts to streams will be performed, as required by any applicable federal or state law or regulation. The appropriate parameter to use in establishing the required mitigation, length or area, will be selected based on the type of stream area impacted and the proposed mitigation measure selected.

c. In all cases where mitigation is required for impacts to the buffer, a Plan shall be submitted with each site plan or subdivision plan depicting the proposed mitigation for those impacts. The mitigation requirement may be met through one of the following options, which are consistent with mitigation alternatives set forth in UDO 6.1.14.C:
   i. Construction of an alternative measure or combination of measures that reduce nutrient loading equal to or better than the setback that is lost and that is approved by the Town. Such measures may include stormwater SCMs, including LID applications, and other means of capturing and controlling nutrients and other pollutants and shall be located on the site of the riparian buffer that is lost, if practicable, or as close to that location as is practicable;
   ii. Payment of compensatory mitigation fee to a private mitigation bank that complies with banking requirements of the US Army Corps of Engineers, currently set out at http://www.saw.usace.army.mil/WETLANDS/Mitigation/mitbanks.html or from the US Army Corps of Engineers, P.O. Box 1890, Wilmington, NC, 28402-1890;
   iii. Donation of real property or of an interest in real property pursuant to Sec. 6.1.14.F; or
   iv. Restoration or enhancement of a non-forested riparian buffer pursuant to the requirements of Sec. 6.1.14.G.

d. Any and all mitigation performed pursuant to this EEP shall be available for use as mitigation credit against a federal or North Carolina mitigation requirement.

e. The following two documents, along with the Veridea Guiding Principles, will be used as guidance in the preparation of the mitigation measures:
   i. "Stream Mitigation Guidelines, April 2003", published by the US Army Corps of Engineers, as may be amended or updated from time to time, attached as Appendix 8, in particular Section 10.A Flexible Stream Mitigation, Urban Watershed Management; and
   ii. "EEP Mitigation Plan Template, Version 2.0 03-27-08", prepared by the North Carolina Ecosystem Enhancement Program, as may be amended from time to

time.

f. The TRC or Town Council, as applicable, in the event of an exception granted in as contemplated by SD Plan 3.4.1, shall approve the mitigation measures upon finding that the plan provides for:
   i. The option chosen for meeting the mitigation requirement and the required area of mitigation;
   ii. Consistency with the standards set forth in IV.C.2.c hereof;
   iii. Engineering feasibility;
   iv. Operation and maintenance, if any is required hereunder; and
   v. The offset payment amount, as applicable.

IV. LAND MANAGEMENT

A. Sedimentation & Erosion Control Standards

The goals for sedimentation and erosion control set forth in the SD Plan 3.4.3.3.a are:

i. Minimize disturbance to vegetation and soils
ii. Minimize runoff and diversion;
iii. Minimize the need for additional storm drainage facilities;
iv. Reduce sedimentation; and
v. Prompt stabilization after land clearing and grading

The most effective sedimentation and erosion control prevention is born from careful planning of grading activities, continuous inspection of the installed erosion control devices and ongoing maintenance of the devices to insure optimal performance.

a. Design - The Town's standards for design for the 25-year storm event and 3,600 cubic feet of volume per disturbed acres shall be implemented in Veridea.

b. Shared facilities – To minimize grading, where stormwater management devices are proposed those devices may first serve as erosion control sediment basins or traps and be converted to permanent stormwater management devices as soon as the contributing drainage area is sufficiently stabilized.

c. Stabilization – All land disturbing activity is to be planned and coordinated, to the extent practical, to minimize the disturbed areas exposed at any one time. Disturbed areas must be seeded after 7-working days of completion of grading. All remaining areas must be seeded and mulched, or otherwise stabilized within 14 calendar days after completion of grading of any phase of the project.

d. Outlet structures shall be designed to only draw down the cleanest water from the surface of the erosion control device.

e. Along with the required inspections after each storm event, weekly inspections will be performed to ensure that the installed devices have not been altered by construction activities. A log will be maintained by the contractor on each project demonstrating the vigilant monitoring and maintenance of the erosion control facilities.

f. Due to the mixed-use nature of the Veridea, residential development of single-family lots, townhomes, and condominiums within Veridea, net of public rights-of-way, RCA, and public and private easements, shall be exempt from the requirements of Section 7.2.5 of the Town of Apex UDO. Site Plans for single-family only developments in Veridea shall not be exempt from the requirements of 7.2.5.

B. Waste Minimization – SD Plan 3.4.3.3.b.

The waste minimization standards shall support the solid waste goals identified in the Wake County Environmental Stewardship Agenda, adopted by the Wake County Board of Commissioners February 21, 2005 and as may be amended from time to time.

a. Land-clearing Debris - Excavated soil and rock and land-clearing debris shall be re-used, to the extent allowed by applicable federal, state and local law, within Veridea to the maximum extent practicable. To this end, land-clearing debris may be mulched and used for landscaping and/or site stabilization purposes within Veridea.

b. Soil Stockpiles – Soil stockpiles 30' or less in height shall be permitted within the boundaries of Veridea. Stockpiles over 30' in height, but not exceeding 50', shall be permitted provided they are setback from property lines and thoroughfares a minimum of 100'. The maximum slope permitted for soil stockpiles is 3:1.

c. Mulch Stockpiles – Mulch stockpiles shall not exceed 15 feet in height and shall be stored no longer than 45 days.

C. Perimeter Buffers

a. A 10' Type B buffer is required where the SD zoning abuts property zoned or used primarily for residential purposes. This buffer is intended to remain undisturbed. If disturbance is necessary due to site constraints or other limiting factors, the areas disturbed will be replanted per the Type A Buffer standards in the Town of Apex UDO.

b. A 10' Type B Buffer is required when the SD zoning abuts property zoned or used primarily for retail, industrial, or other similar uses. This buffer is intended to remain undisturbed. If disturbance is necessary due to site constraints or other limiting factors, the areas disturbed will be replanted per the Type A Buffer standards in the Town of Apex UDO.

c. A 50' Type B Buffer is required where the residential uses in the SD zoning abut the rights-of-way of US-1 and NC-540. This buffer is intended to remain undisturbed. If disturbance is necessary due to site constraints or other limiting factors, the areas disturbed will be replanted per the Type A Buffer standards in the Town of Apex UDO.

d. A 20' Type B Buffer is required where non-residential and vertical mixed uses abut the rights-of-way of US-1 and NC-540. This buffer is intended to remain undisturbed. If disturbance is necessary due to site constraints or other limiting factors, the areas disturbed will be replanted per the Type A Buffer standards in the Town of Apex UDO.

e. When a building is constructed within 25' of the right-of-way of NC HWY 55, a planted 10' Type D buffer is required adjacent to NC HWY 55. No building shall be closer than 10' to the required buffer. This buffer is intended to remain undisturbed. If disturbance is necessary due to site constraints or other limiting factors, the areas disturbed will be replanted per the Type A Buffer standards in the Town of Apex UDO.

f. When a building is constructed more than 25' from the right-of-way of NC HWY 55, a planted 15' Type A buffer is required adjacent to NC HWY 55. This buffer is intended to remain undisturbed. If disturbance is necessary due to site constraints or other limiting factors, the areas disturbed will be replanted per the Type A Buffer standards in the Town of Apex UDO.

g. If additional property is added to the SD zoning, buffers on existing and newly added property shall meet the preceding buffer requirements or be removed, as applicable.

h. Greenways and side paths are permitted to traverse perimeter buffers.

D. Landscaping

a. Where feasible, deciduous shade trees shall be planted on the south sides of buildings; evergreens shall be planted on the north side.

b. Pollinator friendly landscaping will be planted in landscaped areas where feasible.

c. All landscaping planted within Veridea shall be listed in the Town of Apex's Design and Development Manual.

V. AIR QUALITY PROTECTION

In recognition of the impacts of greenhouse gas emissions that a development the size of Veridea could have the SD Plan 3.4.3.4. establishes air quality goals. The following standards aim to achieve these goals.

a. Multiple land uses that will provide the services and facilities to increase the internal trip capture of the community and reduce vehicular trip generation and vehicle miles traveled both within and outside Veridea.

b. Interconnected development that will provide sidewalks, greenways and walking paths to link land uses through-out the development to be accessible by means other than motorized vehicles.

c. Linear parks will be constructed along Jessie Drive to encourage walking and biking, preserve and highlight environmental features, and provide active greens spaces for future residents and employees.

d. Coordination with and, where appropriate, provide accommodations for alternative modes of travel including rail, bus, ride sharing, charging stations for moving both within Veridea and to connect to the rest of the region. In coordination with Town staff around Apex's Comprehensive Transportation plan, mobility hubs and curb areas planned for quick and safe pick -up and drop offs in high-density, nixed use areas of the Project.

e. Significant open space, conservation area, landscape areas and street trees in high density areas to maintain a significant carbon absorbing medium.

f. Where practicable, buildings will be oriented toward pedestrian facilities or transit routes to promote modes of travel other than the single automobile.

g. To promote walkability, two grade-separated pedestrian crossings will be constructed. The crossings will be constructed as required per the Town of Apex's Comprehensive Transportation Plan, as amended.

h. Parking for electric vehicles and bicycles will be provided as required per the Town of Apex UDO.

i. Single-family homes will include a 240A/50V electrical outlet in garages for electric vehicle charging.

APPENDIX A

WATER RESOURCES DEPARTMENT

December 09, 2022

Steven Ball, RF, PWS
Soil & Environmental Consultants, PA
8412 Falls of Neuse Road, Suite 104
Raleigh, NC 27615

Subject: Stream Buffer Determination
Veridea
Apex, NC
Cape Fear River Basin

Apex 22-010

Dear Mr. Ball,

On December 07th, 2022, I met with you at the subject site to evaluate twenty-three (23) drainage features and determine if they are subject to the Town of Apex (Town) riparian buffer rules. Based on the information obtained during the evaluation and per the requirements set forth in Section 6.1.11 of the Town Unified Development Ordinance (UDO), I concur with the stream classifications as shown on the attached sketch dated 12-7-2022 and 11-22-2022 for SEV1.

Drainage Feature	Shown as on USGS	Shown as on Soil Survey	Determination made in the field	Determined Buffer Width
SEV1	Present	Perennial	Intermittent	50 feet
Feature 1 Upstream	Not Present	Intermittent	Ephemeral	0 feet
Feature 1 Downstream	Not Present	Intermittent	Intermittent	50 feet
Feature 2 Upstream	Not Present	Intermittent	Ephemeral	0 feet
Feature 2 Downstream	Not Present	Intermittent	Intermittent	50 feet
Feature 3 SFA	Not Present	Intermittent	Ephemeral	0 feet
Feature 3 SFB	Not Present	Intermittent	Intermittent	50 feet
Feature 4 Upstream	Not Present	Intermittent	Ephemeral	0 feet
Feature 4 Downstream	Not Present	Intermittent	Intermittent	50 feet

Feature 5 Upstream	Not Present	Intermittent	Ephemeral	0 feet
Feature 5 Downstream	Not Present	Intermittent	Intermittent	50 feet
Feature 6 Upstream	Not Present	Intermittent	Ephemeral	0 feet
Feature 6 Downstream	Not Present	Intermittent	Intermittent	50 feet
Feature 8 W	Not Present	Intermittent	Intermittent	50 feet
Feature 8 X	Not Present	Intermittent	Ephemeral	0 feet
Feature 9 Z	Not Present	Intermittent	Ephemeral	0 feet
Feature 10 Y	Not Present	Intermittent	Ephemeral	0 feet
Feature 11- I	Present	Perennial	Intermittent	50 feet
Feature 11-P	Present	Perennial	Perennial	100 feet
Feature 12	Present	Intermittent	Ephemeral	0 feet
Feature 13-E	Present	Intermittent	Ephemeral	0 feet
Feature 13-I	Present	Intermittent	Intermittent	50 feet
Stream 14	Not Present	Intermittent	Ephemeral	0 feet

This on-site determination shall expire five (5) years from the date of this letter. Landowners or affected parties that dispute a determination made by the Division of Water Resources (DWR) or Delegated Local Authority in the Jordan Lake watershed may request a determination by the DWR Director.

An appeal request must be made within sixty (60) days of date of this letter or from the date the affected party (including downstream and/or adjacent owners) is notified of this letter. A request for a determination by the Director shall be referred to in writing c/o Paul Wojoski, DWR – 401 & Buffer Permitting Branch; 1617 Mail Service Center, Raleigh, NC 27699-1617. Otherwise the appeal procedure will be in accordance with UDO Section 6.1.11.

If you dispute the Director's determination, you may file a petition for an administrative hearing. You must file the petition with the Office of Administrative Hearings within sixty (60) days of receipt of this notice of decision. A petition is considered filed when it is received in the Office of Administrative Hearings

during normal office hours. The Office of Administrative Hearings accepts filings Monday through Friday between the hours of 8:00am and 5:00pm, except for official State holidays.

To request a hearing, send the original and one (1) copy of the petition to the Office of Administrative Hearings, 6714 Mail Service Center, Raleigh, NC 27699-6714. A copy of the petition must also be served to the Department of Natural Resources, c/o Bill Lane, General Counsel, 1601 Mail Service Center, Raleigh, NC 27699-1601.

This determination is final and binding unless, as detailed above, you ask for a hearing or appeal within sixty (60) days. This project may require a Section 404/401 Permit for the proposed activity. Any inquiries should be directed to the US Army Corp of Engineers (Raleigh Regulator Field Office) at (919) 554-4884. If you have any questions, please do not hesitate to contact me at (919) 372-7470.

Sincerely,

James Misciagno, CES, CPESC
Environmental Field Services Supervisor

NORTH CAROLINA
WAKE COUNTY

RIGHT OF ENTRY

This Right of Entry is executed this 13 day of October, 2022 by HH Trinity Apex Investments LLC and Veridea Holdings LLC (the "Owners").

WHEREAS, the Town of Apex ("Town") is seeking to make a stream buffer determination across the property known as Veridea - South Village East in the Town of Apex, North Carolina and designated as PIN # 0740240514, 0740241461, 0740241020 by the Wake County Revenue Department (the "**Subject Property**");

WHEREAS, the Owners are agreeable to provide the Town with this Right of Entry under the terms and conditions stated herein so that the above referenced determination may proceed.

NOW THEREFORE in light of the above premises, the Owners do hereby grant and give freely and without coercion, the right of access and entry to the Subject Property on the terms and conditions as stated below:

1. The Town of Apex and its contractors may enter the Subject Property for the purpose of conducting on-site environmental investigations and issuing a determination based on those investigations as it relates to stream buffer determination.
2. This Right of Entry does not convey to the Town any title or ownership interest in the Subject Property.
3. The Town and its employees, contractors, agents and representatives enter upon the Subject Property at their own risk and assume all risks related to the property.
4. The undersigned agrees and warrants to hold harmless the Town of Apex, its agencies, departments, contractors, and subcontractors, and discharges and waives any action, either equitable or legal that arise from the activities described above on the property except in the case of negligence by the Town.

Witness Cynthia Rodriguez By: [signature]

By: _____

Riparian Buffer Call
Application

This application is required to be fully completed and submitted to Town staff prior to conducting a buffer call. Please submit the application package electronically to james.miscione@apexnc.org.

PROPERTY INFORMATION

Owner(s): HH Trinity Apex Investments LLC / Veridea Holdings LLC

Site Address: Veridea Parkway - South of North Carolina Highway 540

CONSULTANT INFORMATION (If applicable)

Name: McAdams (William H. Derks)

Address: 621 Hillsborough Street, Raleigh, North Carolina 27603

Email: Derks@mcadamsco.com

Phone: 919- 361- 5000

CHECKLIST

Please place a checkmark in the spaces provided below to indicate that the required information has been provided with this submittal.

Right of Entry Form	X
NCDEQ Stream Identification Forms (v. 4.11)	X
Sketch Map*	X

Topo Map (most recent version)	X
1970 Wake County Soil Survey Map	X

*Sketch map should show all drainage features on the property with all applicable riparian buffers shown. Please clearly indicate or list which features are being called with this application.

NOTES

SIGNATURE (Consultant or Responsible Party)

By my signature below, I certify that the information provided with this application is accurate and truthful.

Date: October 21, 2022

East & South Village Delineation & Buffer Review.

The Preliminary Jurisdictional Determination (PJD) of streams and wetlands for the entirety of Veridea was reapproved by the USACOE and NCDENR on May 26, 2017. In discussions with the reviewers in preparation for the submittal of the Individual Permit (IP) application for Veridea it was agreed that that delineation would be utilized and would be extended by virtue of the IP approval for the duration of the IP.. There is precedent for a large IP to be approved for 25-years. The requested duration for the Veridea IP is 30-years.

It is understood that field conditions may change over time as development occurs in the watershed areas outside of the Veridea boundary. But the establishment of the buffers initially for East Village, and in the near future for the rest of Veridea, also need to have a longer commitment as well in order to have a reliable map for planning development that may occur 10-, 15, or 20-years from now.

To begin that confirmation field review of the streams in the East Village section of Veridea was completed by S&EC on September 29, 2022 and for South Village East on October 6, 2022. The scoring sheets are attached. The feature numbers below, from the recent review in the field, also have a reference to the Stream designation from the approved PJD. Discussion below references the inconsistencies of the PJD, Town's Watershed Protection Overlay Map, USGS, Wake County Soils Survey and field scoring sheets.

It is worth noting that all of the intermittent stream features shown on the East Village portion of Veridea are from designations on the Wake Co. Soils Survey. The Soils Survey was completed in 1970 and depicts the streams with intermittent buffers on the Town's map as either "Not crossable with tillage" or "Unclassified". None of the streams are shown on the online USGS Apex or New Hill Quad maps dated 2022.

Feature 1 (Stream LL) —This feature appears to extend upstream approx. 40-50' higher than the PJD. A new flag was hung (TOA 1) at the start point. Shown as a perennial stream on the PJD, intermittent on the Town's map, not identified on USGS and intermittent on the Soils Survey. Stream forms upstream and downstream were taken

Feature 2 (Stream II) – The start point stayed the same. A new flag was hung (TOA 2) start point. Stream forms were taken upstream and downstream

Feature 3 (Stream BB) - The pond is shown on USGS but not on the Soils Survey. Just the reverse for the stream. Not shown on USGS but indicated on the Soils Survey. Delineated as Intermittent Unimportant on the PJD. It appears that the buffer should start at the confluence of two minor draws from below the pond and the second running from the southeast. The feature begins at flag TOA 3, the buffer should not start until it reaches the drainage that runs north south from the pond as shown. There is also enough of a gap between the pond and this feature that the pond should not be buffered.

SEV1

NC Division of Water Quality –Methodology for Identification of Intermittent and Perennial Streams and Their Origins v. 4.1

NC DWQ Stream Identification Form Version 4.1 South Village East 1

Date: 10/06/2022	Project/Site: VERIDEA/11065	Latitude: 35.684766
Evaluator: SWEC - JOSHUA HARVEY	County: WAKE	Longitude: -78.855885
Total Points: *Stream is at least intermittent if ≥ 19 or perennial if ≥ 30** 25.5	Stream Determination (circle one) Ephemeral (Intermittent) Perennial	Other *e.g. Quad Name:*

A. Geomorphology (Subtotal = 13.5)	Absent	Weak	Moderate	Strong
1* Continuity of channel bed and bank	0	1	2	(3)
2. Sinuosity of channel along thalweg	0	1	(2)	3
3. In-channel structure: ex. riffle-pool, step-pool, ripple-pool sequence	0	(1)	2	3
4. Particle size of stream substrate	0	1	(2)	3
5. Active/relict floodplain	0	(1)	2	3
6. Depositional bars or benches	0	(1)	2	3
7. Recent alluvial deposits	0	1	(2)	3
8. Headcuts	(0)	1	2	3
9. Grade control	0	(0.5)	1	1.5
10. Natural valley	0	0.5	(1)	1.5
11. Second or greater order channel	No = 0		Yes = 3	

*artificial ditches are not rated; see discussions in manual

B. Hydrology (0)				
12. Presence of Baseflow	0	(1)	2	3
13. Iron oxidizing bacteria	(0)	1	2	3
14. Leaf litter	1.5	(1)	0.5	0
15. Sediment on plants or debris	0	(0.5)	1	1.5
16. Organic debris lines or piles	0	(0.5)	1	1.5
17. Soil-based evidence of high water table?	No = 0		Yes = (3)	

C. Biology (Subtotal = (0))				
18. Fibrous roots in streambed	(3)	(2)	1	0
19. Rooted upland plants in streambed	(3)	2	1	0
20. Macrobenthos (note diversity and abundance)	(0)	1	2	3
21. Aquatic Mollusks	(0)	1	2	3
22. Fish	(0)	0.5	1	1.5
23. Crayfish	(0)	0.5	(1)	1.5
24. Amphibians	0	0.5	(1)	1.5
25. Algae	(0)	0.5	1	1.5
26. Wetland plants in streambed	FACW = 0.75; OBL = 1.5 Other = (0)			

*perennial streams may also be identified using other methods. See p. 35 of manual.

Notes:

Sketch:

Soils = Per
USGS = Present

10/25/2022 JM

NC Division of Water Quality – Methodology for Identification of Intermittent and Perennial Streams and Their Origins v. 4.1

NC DWQ Stream Identification Form Version 4.1 TOA 1 – UPStream

Date: 9/29/22	Project/Site: Vereden - EU	Latitude: 35.695892
Evaluator: K. Murph.	County: Wake	Longitude: -78.63536
Total Points: *Stream is at least intermittent if ≥ 19 or perennial if ≥ 30** 13	Stream Determination (circle one) (Ephemeral) Intermittent Perennial	Other Apex *e.g. Quad Name:*

A. Geomorphology (Subtotal = 6.5)	Absent	Weak	Moderate	Strong
1* Continuity of channel bed and bank	0	1	(2)	3
2. Sinuosity of channel along thalweg	0	(1)	2	3
3. In-channel structure: ex. riffle-pool, step-pool, ripple-pool sequence	0	(1)	2	3
4. Particle size of stream substrate	0	(1)	2	3
5. Active/relict floodplain	(0)	1	2	3
6. Depositional bars or benches	(0)	1	2	3
7. Recent alluvial deposits	(0)	1	2	3
8. Headcuts	0	(1)	2	3
9. Grade control	(0)	0.5	1	1.5
10. Natural valley	0	(0.5)	1	1.5
11. Second or greater order channel (artificial ditches are not rated; see discussions in manual)	No = (0)		Yes = 3	

B. Hydrology (Subtotal = 4.5)				
12. Presence of Baseflow	(3)	1	2	3
13. Iron oxidizing bacteria	(0)	1	2	3
14. Leaf litter	1.5	(1)	0.5	0
15. Sediment on plants or debris	(0)	0.5	1	1.5
16. Organic debris lines or piles	0	(0.5)	1	1.5
17. Soil-based evidence of high water table?	No = 0		Yes = (3)	

C. Biology (Subtotal = 2)				
18. Fibrous roots in streambed	3	2	(1)	0
19. Rooted upland plants in streambed	3	2	(1)	0
20. Macrobenthos (note diversity and abundance)	(0)	1	2	3
21. Aquatic Mollusks	(0)	1	2	3
22. Fish	(0)	0.5	1	1.5
23. Crayfish	(0)	0.5	1	1.5
24. Amphibians	(0)	0.5	1	1.5
25. Algae	(0)	0.5	1	1.5
26. Wetland plants in streambed	FACW = 0.75; OBL = 1.5 Other = (0)			

*perennial streams may also be identified using other methods. See p. 35 of manual.

Notes:

Sketch:

Soils = Int
USGS = NP

JM 10/31/2022

Down TOA-1 TOA1- Down stream

NC Division of Water Quality –Methodology for Identification of Intermittent and Perennial Streams and Their Origins v. 4.1

NC DWQ Stream Identification Form Version 4.1

Date: 9/24	Project/Site: Upside - EV	Latitude: 35.69571
Evaluator: BB/KM	County: Wake	Longitude: -78.83541
Total Points: *Stream is at least intermittent if ≥ 19 or perennial if ≥ 30** 22.75	Stream Determination (circle one) Ephemeral (Intermittent) Perennial	Other 1 pge *e.g. Quad Name:*

A. Geomorphology (Subtotal = 13)	Absent	Weak	Moderate	Strong
1* Continuity of channel bed and bank	0	1	2	(3)
2. Sinuosity of channel along thalweg	0	1	(2)	3
3. In-channel structure: ex. riffle-pool, step-pool, ripple-pool sequence	0	(1)	2	3
4. Particle size of stream substrate	0	(1)	2	3
5. Active/relict floodplain	0	(1)	2	3
6. Depositional bars or benches	0	(1)	2	3
7. Recent alluvial deposits	0	(1)	(2)	3
8. Headcuts	0	(0.5)	1	1.5
9. Grade control	0	0.5	(1)	1.5
10. Natural valley	No = 0		Yes = 3	
11. Second or greater order channel				

*artificial ditches are not rated; see discussions in manual

B. Hydrology (4.5)				
12. Presence of Baseflow	(0)	1	2	3
13. Iron oxidizing bacteria	(0)	1	2	3
14. Leaf litter	1.5	1	(0.5)	0
15. Sediment on plants or debris	0	(0.5)	1	1.5
16. Organic debris lines or piles	0	(0.5)	1	1.5
17. Soil-based evidence of high water table?	No = 0		Yes = (1)	

C. Biology (Subtotal = 5.25)				
18. Fibrous roots in streambed	3	(2)	1	0
19. Rooted upland plants in streambed	3	(2)	1	0
20. Macrobenthos (note diversity and abundance)	(0)	1	2	3
21. Aquatic Mollusks	(0)	1	2	3
22. Fish	(0)	0.5	1	1.5
23. Crayfish	(0)	0.5	1	1.5
24. Amphibians	(0)	(0.5)	1	1.5
25. Algae	(0)	0.5	(1)	1.5
26. Wetland plants in streambed	FACW = (0.75) OBL = 1.5 Other = 0			

*perennial streams may also be identified using other methods. See p. 35 of manual.

Notes:

Sketch:

Soils = Int

USGS = NP

JM 10/31/2022

NC Division of Water Quality –Methodology for Identification of Intermittent and Perennial Streams and Their Origins v. 4.1

NC DWQ Stream Identification Form Version 4.1 TOA2 - UPStream

Date: 9/29/22	Project/Site: Veridea - EU	Latitude: 35.697061
Evaluator: BB/KM	County: Wake	Longitude: -78.836777
Total Points: *Stream is at least intermittent if ≥ 19 or perennial if ≥ 30** 11.5	Stream Determination (circle one) (Ephemeral) Intermittent Perennial	Other e.g. Quad Name:

A. Geomorphology (Subtotal = 7)	Absent	Weak	Moderate	Strong
1* Continuity of channel bed and bank	0	1	(2)	3
2. Sinuosity of channel along thalweg	0	(1)	2	3
3. In-channel structure: ex. riffle-pool, step-pool, ripple-pool sequence	0	(1)	2	3
4. Particle size of stream substrate	0	(1)	2	3
5. Active/relict floodplain	(0)	1	2	3
6. Depositional bars or benches	(0)	1	2	3
7. Recent alluvial deposits	(0)	1	2	3
8. Headcuts	0	(1)	2	3
9. Grade control	(0)	0.5	1	1.5
10. Natural valley	0	0.5	(1)	1.5
11. Second or greater order channel (artificial ditches are not rated; see discussions in manual)	No = (0)		Yes = 3	

B. Hydrology (0.5)				
12. Presence of Baseflow	(0)	1	2	3
13. Iron oxidizing bacteria	(0)	1	2	3
14. Leaf litter	1.5	1	0.5	(0)
15. Sediment on plants or debris	(0)	0.5	1	1.5
16. Organic debris lines or piles	0	(0.5)	1	1.5
17. Soil-based evidence of high water table?	No = (0)		Yes = 3	

C. Biology (Subtotal = 4)				
18. Fibrous roots in streambed	3	2	(1)	0
19. Rooted upland plants in streambed	(3)	2	1	0
20. Macrobenthos (note diversity and abundance)	(0)	1	2	3
21. Aquatic Mollusks	(0)	1	2	3
22. Fish	(0)	0.5	1	1.5
23. Crayfish	(0)	0.5	1	1.5
24. Amphibians	(0)	0.5	1	1.5
25. Algae	(0)	0.5	1	1.5
26. Wetland plants in streambed	FACW = 0.75; OBL = 1.5 Other = (0)			

*perennial streams may also be identified using other methods. See p. 35 of manual.

Notes:

Sketch:

Soils = Int
USGS = NP

JM 10/31/2022

TOA 2 Below

NC Division of Water Quality – Methodology for Identification of Intermittent and Perennial Streams and Their Origins v. 4.1

NC DWQ Stream Identification Form Version 4.1

Date: 9/29/22	Project/Site: Verdea - LV	Latitude: 35.696705
Evaluator: SB/KBM	County: Wake	Longitude: -78.83283
Total Points: Stream is at least intermittent if ≥ 19 or perennial if ≥ 30* (19) (13.5)	Stream Determination (circle one) Ephemeral Intermittent Perennial	Other Apex e.g. Quad Name:

A. Geomorphology (Subtotal =)	Absent	Weak	Moderate	Strong
1ª Continuity of channel bed and bank	0	1	2	3
2. Sinuosity of channel along thalweg	0	1	2	3
3. In-channel structure: ex. riffle-pool, step-pool, ripple-pool sequence	0	1	2	3
4. Particle size of stream substrate	0	1	2	3
5. Active/relict floodplain	0	1	2	3
6. Depositional bars or benches	0	1	2	3
7. Recent alluvial deposits	0	1	2	3
8. Headcuts	0	1	2	3
9. Grade control	0	0.5	1	1.5
10. Natural valley	0	0.5	1	1.5
11. Second or greater order channel	No = 0		Yes = 3	

artificial ditches are not rated; see discussions in manual

B. Hydrology (1.5)				
12. Presence of Baseflow	0	1	2	3
13. Iron oxidizing bacteria	0	1	2	3
14. Leaf litter	1.5	1	0	0
15. Sediment on plants or debris	0	0.5	1	1.5
16. Organic debris lines or piles	0	0.5	1	1.5
17. Soil-based evidence of high water table?	No = 0		Yes = 3	

C. Biology (Subtotal = 4)				
18. Fibrous roots in streambed	3	0	1	0
19. Rooted upland plants in streambed	3	0	1	0
20. Macrobenthos (note diversity and abundance)	0	1	2	3
21. Aquatic Mollusks	0	1	2	3
22. Fish	0	0.5	1	1.5
23. Crayfish	0	0.5	1	1.5
24. Amphibians	0	0.5	1	1.5
25. Algae	0	0.5	1	1.5
26. Wetland plants in streambed	FACW = 0.75; OBL = 1.5 Other = 0			

*perennial streams may also be identified using other methods. See p. 35 of manual.

Notes:

Sketch:

Soils = Int
USGS = NP

JM 10/31/2022

Feature 3-SFA

NC Division of Water Quality –Methodology for Identification of Intermittent and Perennial Streams and Their Origins v. 4.11

NC DWQ Stream Identification Form Version 4.11

Date: 9/29/22	Project/Site: Verdera LV	Latitude: 35.701467
Evaluator: SB KM	County: Wake	Longitude: -78.852971
Total Points: *Stream is at least intermittent if ≥ 19 or perennial if ≥ 30** (7)	Stream Determination (circle one) Ephemeral Intermittent Perennial	Other e.g. Quad Name: Apex

A. Geomorphology (Subtotal = 3.5)	Absent	Weak	Moderate	Strong
1* Continuity of channel bed and bank	0	(1)	2	3
2. Sinuosity of channel along thalweg	0	(1)	2	3
3. In-channel structure: ex. riffle-pool, step-pool, ripple-pool sequence	(0)	1	2	3
4. Particle size of stream substrate	(0)	1	2	3
5. Active/relict floodplain	(0)	1	2	3
6. Depositional bars or benches	(0)	1	2	3
7. Recent alluvial deposits	(0)	1	2	3
8. Headcuts	(0)	1	2	3
9. Grade control	0	(0.5)	1	1.5
10. Natural valley	0	0.5	(1)	1.5
11. Second or greater order channel	No = (0)		Yes = 3	

*artificial ditches are not rated; see discussions in manual

B. Hydrology (Subtotal = 1.5)				
12. Presence of Baseflow	(0)	1	2	3
13. Iron oxidizing bacteria	(0)	1	2	3
14. Leaf litter	1.5	1	(0.5)	0
15. Sediment on plants or debris	0	(0.5)	1	1.5
16. Organic debris lines or piles	0	(0.5)	1	1.5
17. Soil-based evidence of high water table?	No = (0)		Yes = 3	

C. Biology (Subtotal = 2)				
18. Fibrous roots in streambed	3	2	(1)	0
19. Rooted upland plants in streambed	3	2	(1)	0
20. Macrobenthos (note diversity and abundance)	(0)	1	2	3
21. Aquatic Mollusks	(0)	1	2	3
22. Fish	(0)	0.5	1	1.5
23. Crayfish	(0)	0.5	1	1.5
24. Amphibians	(0)	0.5	1	1.5
25. Algae	(0)	0.5	1	1.5
26. Wetland plants in streambed	FACW = 0.75 OBL = 1.5 Other = 0			

*perennial streams may also be identified using other methods. See p. 35 of manual.

Notes:

Sketch:

Soils = Int

USGS = NP

JM 11/16/2022

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Feature 3-SFB

NC Division of Water Quality –Methodology for Identification of Intermittent and Perennial Streams and Their Origins v. 4.11

NC DWQ Stream Identification Form Version 4.11

Date: 9/29/22	Project/Site: Veridea EV	Latitude: 35.700 [illegible]
Evaluator: SB KM	County: Wake	Longitude: -78.[illegible]205
Total Points: *Stream is at least intermittent if ≥ 19 or perennial if ≥ 30** 19	Stream Determination (circle one) Ephemeral Intermittent Perennial	Other e.g. Quad Name: [illegible]

	Absent	Weak	Moderate	Strong
A. Geomorphology (Subtotal = 9.5)				
1a. Continuity of channel bed and bank	0	1	2	3
2. Sinuosity of channel along thalweg	0	1	2	3
3. In-channel structure: ex. riffle-pool, step-pool, ripple-pool sequence	0	1	2	3
4. Particle size of stream substrate	0	1	2	3
5. Active/relict floodplain	0	1	2	3
6. Depositional bars or benches	0	1	2	3
7. Recent alluvial deposits	0	1	2	3
8. Headcuts	0	0.5	1	1.5
9. Grade control	0	0.5	1	1.5
10. Natural valley	No = 0		Yes = 3	
11. Second or greater order channel				

[a] artificial ditches are not rated; see discussions in manual

B. Hydrology (Subtotal = 5)				
12. Presence of Baseflow	0	1	2	3
13. Iron oxidizing bacteria	0	1	2	3
14. Leaf litter	1.5	1	0.5	0
15. Sediment on plants or debris	0	0.5	1	1.5
16. Organic debris lines or piles	0	0.5	1	1.5
17. Soil-based evidence of high water table?	No = 0		Yes = 3	

C. Biology (Subtotal = 4.5)				
18. Fibrous roots in streambed	3	2	1	0
19. Rooted upland plants in streambed	3	2	1	0
20. Macrobenthos (note diversity and abundance)	0	1	2	3
21. Aquatic Mollusks	0	1	2	3
22. Fish	0	0.5	1	1.5
23. Crayfish	0	0.5	1	1.5
24. Amphibians	0	0.5	1	1.5
25. Algae	0	0.5	1	1.5
26. Wetland plants in streambed	FACW = 0.75; OBL = 1.5; Other = 0			

*perennial streams may also be identified using other methods. See p. 35 of manual.

Notes:

Sketch:

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Soils = Int
USGS = NP

JM 11/21/2022

NC Division of Water Quality –Methodology for Identification of Intermittent and Perennial Streams and Their Origins v. 4.1

NC DWQ Stream Identification Form Version 4.1 TOA 4_ Upstream

Date: 9/29/22	Project/Site: Verdea - EU	Latitude: 35.701576
Evaluator: SB/KM	County: Wake	Longitude: -78.83539
Total Points: *Stream is at least intermittent if ≥ 19 or perennial if ≥ 30** 4.5	Stream Determination (circle one) Ephemeral Intermittent Perennial	Other Apex *e.g. Quad Name:*

A. Geomorphology (Subtotal = 4.5)	Absent	Weak	Moderate	Strong
1* Continuity of channel bed and bank	0	1	2	3
2. Sinuosity of channel along thalweg	0	1	2	3
3. In-channel structure: ex. riffle-pool, step-pool, ripple-pool sequence	0	1	2	3
4. Particle size of stream substrate	0	1	2	3
5. Active/relict floodplain	0	1	2	3
6. Depositional bars or benches	0	1	2	3
7. Recent alluvial deposits	0	1	2	3
8. Headcuts	0	1	2	3
9. Grade control	0	0.5	1	1.5
10. Natural valley	0	0.5	1	1.5
11. Second or greater order channel	No = 0		Yes = 3	

artificial ditches are not rated; see discussions in manual

B. Hydrology				
12. Presence of Baseflow	0	1	2	3
13. Iron oxidizing bacteria	0	1	2	3
14. Leaf litter	1.5	1	0.5	0
15. Sediment on plants or debris	0	0.5	1	1.5
16. Organic debris lines or piles	0	0.5	1	1.5
17. Soil-based evidence of high water table?	No = 0		Yes = 3	

C. Biology (Subtotal = 4)				
18. Fibrous roots in streambed	3	2	1	0
19. Rooted upland plants in streambed	3	2	1	0
20. Macrobenthos (note diversity and abundance)	0	1	2	3
21. Aquatic Mollusks	0	1	2	3
22. Fish	0	0.5	1	1.5
23. Crayfish	0	0.5	1	1.5
24. Amphibians	0	0.5	1	1.5
25. Algae	0	0.5	1	1.5
26. Wetland plants in streambed	FACW = 0.75; OBL = 1.5 Other = 0			

*perennial streams may also be identified using other methods. See p. 35 of manual.

Notes:

Sketch:

Soils = Int
USGS = NP

JM 10/31/2022

TOA 4 Downstream below

NC Division of Water Quality –Methodology for Identification of Intermittent and Perennial Streams and Their Origins v. 4.1

NC DWQ Stream Identification Form Version 4.1

Date: 9/29/22	Project/Site: Vericlea - LV	Latitude: 39.701532
Evaluator: SB3/KM	County: Wake	Longitude: 78.83550
Total Points: *Stream is at least intermittent if ≥ 19 or perennial if ≥ 30** 19.5	Stream Determination (circle one) Ephemeral (Intermittent) Perennial	Other Apex e.g. Quad Name:

A. Geomorphology (Subtotal = 10.5)	Absent	Weak	Moderate	Strong
1* Continuity of channel bed and bank	0	1	2	3
2. Sinuosity of channel along thalweg	0	1	2	3
3. In-channel structure: ex. riffle-pool, step-pool, ripple-pool sequence	0	1	2	3
4. Particle size of stream substrate	0	1	2	3
5. Active/relict floodplain	0	1	2	3
6. Depositional bars or benches	0	1	2	3
7. Recent alluvial deposits	0	1	2	3
8. Headcuts	0	1	2	3
9. Grade control	0	0.5	1	1.5
10. Natural valley	0	0.5	1	1.5
11. Second or greater order channel	No = 0		Yes = 3	

*artificial ditches are not rated; see discussions in manual

B. Hydrology (Subtotal = 5)				
12. Presence of Baseflow	0	1	2	3
13. Iron oxidizing bacteria	0	1	2	3
14. Leaf litter	1.5	1	0.5	0
15. Sediment on plants or debris	0	0.5	1	1.5
16. Organic debris lines or piles	0	0.5	1	1.5
17. Soil-based evidence of high water table?	No = 0		Yes = 3	

C. Biology (Subtotal =)				
18. Fibrous roots in streambed	3	2	1	0
19. Rooted upland plants in streambed	3	2	1	0
20. Macrobenthos (note diversity and abundance)	0	1	2	3
21. Aquatic Mollusks	0	1	2	3
22. Fish	0	0.5	1	1.5
23. Crayfish	0	0.5	1	1.5
24. Amphibians	0	0.5	1	1.5
25. Algae	0	0.5	1	1.5
26. Wetland plants in streambed	FACW = 0.75; OBL = 1.5 Other = 0			

*perennial streams may also be identified using other methods. See p. 35 of manual.

Notes:

Sketch:

Soils = Int

USGS = NP

JM 10/31/2022

NC Division of Water Quality – Methodology for Identification of Intermittent and Perennial Streams and Their Origins v. 4.1

NC DWQ Stream Identification Form Version 4.1 TOA 5- upstream

Date: 9/29/22	Project/Site: Vereden - LV	Latitude: 35.69974
Evaluator: SB/KM	County: Wake	Longitude: -78.839869
Total Points: *Stream is at least intermittent if ≥ 19 or perennial if ≥ 30** 17	Stream Determination (circle one) (Ephemeral) Intermittent Perennial	Other e.g. Quad Name: Apex

A. Geomorphology (Subtotal = 8)	Absent	Weak	Moderate	Strong
1a. Continuity of channel bed and bank	0	1	(2)	3
2. Sinuosity of channel along thalweg	0	1	(2)	3
3. In-channel structure: ex. riffle-pool, step-pool, ripple-pool sequence	0	(1)	2	3
4. Particle size of stream substrate	0	(1)	2	3
5. Active/relict floodplain	(0)	1	2	3
6. Depositional bars or benches	(0)	1	2	3
7. Recent alluvial deposits	(0)	1	2	3
8. Headcuts	0	(1)	2	3
9. Grade control	(0)	0.5	1	1.5
10. Natural valley	0	0.5	(1)	1.5
11. Second or greater order channel (artificial ditches are not rated; see discussions in manual)	No = 0		Yes = 3	

B. Hydrology (Subtotal = 4)				
12. Presence of Baseflow	(0)	1	2	3
13. Iron oxidizing bacteria	(0)	1	2	3
14. Leaf litter	1.5	1	(0.5)	0
15. Sediment on plants or debris	(0)	0.5	1	1.5
16. Organic debris lines or piles	0	(0.5)	1	1.5
17. Soil-based evidence of high water table?	No = 0		Yes = 3	

C. Biology (Subtotal = 5)				
18. Fibrous roots in streambed	3	(2)	1	0
19. Rooted upland plants in streambed	(3)	2	1	0
20. Macrobenthos (note diversity and abundance)	(0)	1	2	3
21. Aquatic Mollusks	(0)	1	2	3
22. Fish	(0)	0.5	1	1.5
23. Crayfish	(0)	0.5	1	1.5
24. Amphibians	(0)	0.5	1	1.5
25. Algae	(0)	0.5	1	1.5
26. Wetland plants in streambed	FACW = 0.75; OBL = 1.5 Other = 0			

*perennial streams may also be identified using other methods. See p. 35 of manual.

Notes:

Sketch:

Soils = Int

USGS = NP

JM 10/31/2022

Below TOP & Downstream

NC Division of Water Quality –Methodology for Identification of Intermittent and Perennial Streams and Their Origins v. 4.1

NC DWQ Stream Identification Form Version 4.1

Date: 9/29/22	Project/Site: Vendue - EV	Latitude: 35.694426
Evaluator: SB/KM	County: Wake	Longitude: -78.83[illegible]23
Total Points: *Stream is at least intermittent if ≥ 19 or perennial if ≥ 30** 21.75	Stream Determination (circle one) Ephemeral Intermittent Perennial	Other Apex *e.g. Quad Name:*

A. Geomorphology (Subtotal = 12)	Absent	Weak	Moderate	Strong
1st Continuity of channel bed and bank	0	1	2	(3)
2. Sinuosity of channel along thalweg	0	1	(2)	3
3. In-channel structure: ex. riffle-pool, step-pool, ripple-pool sequence	0	(1)	2	3
4. Particle size of stream substrate	0	(1)	2	3
5. Active/relict floodplain	(0)	1	2	3
6. Depositional bars or benches	(0)	1	2	3
7. Recent alluvial deposits	0	(1)	2	3
8. Headcuts	0	(1)	(2)	3
9. Grade control	0	0.5	1	1.5
10. Natural valley	0	0.5	1	(1.5)
11. Second or greater order channel *artificial ditches are not rated; see discussions in manual*	No = (0)		Yes = 3	

B. Hydrology (5)				
12. Presence of Baseflow	(0)	1	2	3
13. Iron oxidizing bacteria	(0)	1	2	3
14. Leaf litter	1.5	(0)	0.5	0
15. Sediment on plants or debris	0	(0.5)	1	1.5
16. Organic debris lines or piles	0	(0.5)	1	1.5
17. Soil-based evidence of high water table?	No = 0		Yes = (3)	

C. Biology (Subtotal = 4.75)				
18. Fibrous roots in streambed	3	(2)	1	0
19. Rooted upland plants in streambed	3	(2)	1	0
20. Macrobenthos (note diversity and abundance)	(0)	1	2	3
21. Aquatic Mollusks	(0)	1	2	3
22. Fish	(0)	0.5	1	1.5
23. Crayfish	(0)	0.5	1	1.5
24. Amphibians	(0)	0.5	1	1.5
25. Algae	0	0.5	1	(1.5)
26. Wetland plants in streambed	FACW = (0.75) OBL = 1.5 Other = 0			

*perennial streams may also be identified using other methods. See p. 35 of manual.

Notes:

Sketch:

Soils = Int

USGS = NP

JM 10/31/2022

NC Division of Water Quality –Methodology for Identification of Intermittent and Perennial Streams and Their Origins v. 4.1

NC DWQ Stream Identification Form Version 4.1 TOA 6 - upstream

Date: 9/29/22	Project/Site: Vanden - EV	Latitude: 35.648558
Evaluator: SB/KM	County: Wake	Longitude: -78.841210
Total Points: 14 *Stream is at least intermittent if ≥ 19 or perennial if ≥ 30**	Stream Determination (circle one) (Ephemeral) Intermittent Perennial	Other e.g. Quad Name: Apex

A. Geomorphology (Subtotal = 5.5)	Absent	Weak	Moderate	Strong
1* Continuity of channel bed and bank	0	(1)	2	3
2. Sinuosity of channel along thalweg	0	(1)	2	3
3. In-channel structure: ex. riffle-pool, step-pool, ripple-pool sequence	0	(1)	2	3
4. Particle size of stream substrate	0	(1)	2	3
5. Active/relict floodplain	(0)	1	2	3
6. Depositional bars or benches	(0)	1	2	3
7. Recent alluvial deposits	(0)	1	2	3
8. Headcuts	(0)	1	2	3
9. Grade control	(0)	0.5	1	1.5
10. Natural valley	0	0.5	1	(1.5)
11. Second or greater order channel	No = (0)		Yes = 3	

*artificial ditches are not rated; see discussions in manual

B. Hydrology (3.5)				
12. Presence of Baseflow	(0)	1	2	3
13. Iron oxidizing bacteria	(0)	1	2	3
14. Leaf litter	1.5	1	(0.5)	0
15. Sediment on plants or debris	(0)	0.5	1	1.5
16. Organic debris lines or piles	(0)	0.5	1	1.5
17. Soil-based evidence of high water table?	No = 0		Yes = (3)	

C. Biology (Subtotal = 5)				
18. Fibrous roots in streambed	3	(2)	1	0
19. Rooted upland plants in streambed	(3)	2	1	0
20. Macrobenthos (note diversity and abundance)	(0)	1	2	3
21. Aquatic Mollusks	(0)	1	2	3
22. Fish	(0)	0.5	1	1.5
23. Crayfish	(0)	0.5	1	1.5
24. Amphibians	(0)	0.5	1	1.5
25. Algae	(0)	0.5	1	1.5
26. Wetland plants in streambed	FACW = 0.75; OBL = 1.5 Other = (0)			

*perennial streams may also be identified using other methods. See p. 35 of manual.

Notes:

Sketch:

Soils = Int

USGS = NP

JM 10/31/2022

F of A 6* Below / Downstream

NC Division of Water Quality –Methodology for Identification of Intermittent and Perennial Streams and Their Origins v. 4.1

NC DWQ Stream Identification Form Version 4.1

Date: 9/29/22	Project/Site: Veridea-LV	Latitude: 36.648274
Evaluator: SB/KM	County: Iredell	Longitude: -88.842114
Total Points: 20 *Stream is at least intermittent if ≥ 19 or perennial if ≥ 30*	Stream Determination (circle one) Ephemeral Intermittent Perennial	Other Apex *e.g. Quad Name:*

A. Geomorphology (Subtotal = 12)	Absent	Weak	Moderate	Strong
1st Continuity of channel bed and bank	0	1	2	3
2. Sinuosity of channel along thalweg	0	1	2	3
3. In-channel structure: ex. riffle-pool, step-pool, ripple-pool sequence	0	1	2	3
4. Particle size of stream substrate	0	1	2	3
5. Active/relict floodplain	0	1	2	3
6. Depositional bars or benches	0	1	2	3
7. Recent alluvial deposits	0	1	2	3
8. Headcuts	0	1	2	3
9. Grade control	0	0.5	1	1.5
10. Natural valley	0	0.5	1	1.5
11. Second or greater order channel	No = 0		Yes = 3	

*artificial ditches are not rated; see discussions in manual

B. Hydrology (Subtotal = 5.0)				
12. Presence of Baseflow	0	1	2	3
13. Iron oxidizing bacteria	0	1	2	3
14. Leaf litter	1.5	1	0.5	0
15. Sediment on plants or debris	0	0.5	1	1.5
16. Organic debris lines or piles	0	0.5	1	1.5
17. Soil-based evidence of high water table?	No = 0		Yes = 3	

C. Biology (Subtotal = 4.5)				
18. Fibrous roots in streambed	3	2	1	0
19. Rooted upland plants in streambed	3	2	1	0
20. Macrobenthos (note diversity and abundance)	0	1	2	3
21. Aquatic Mollusks	0	0.5	1	1.5
22. Fish	0	0.5	1	1.5
23. Crayfish	0	0.5	1	1.5
24. Amphibians	0	0.5	1	1.5
25. Algae	0	0.5	1	1.5
26. Wetland plants in streambed	FACW = 0.75; OBL = 1.5 Other = 0			

*perennial streams may also be identified using other methods. See p. 35 of manual.

Notes:

Sketch:

Soils = Int
USGS = NP

SM 10/31/2022

Stream Form. W
Feature - S ?

NC Division of Water Quality –Methodology for Identification of Intermittent and Perennial Streams and Their Origins v. 4.11

NC DWQ Stream Identification Form Version 4.11

Date: 9/29/22	Project/Site: Meridian EV	Latitude: 35.701029
Evaluator: SB KM	County: Wake	Longitude: -78.843825
Total Points: *Stream is at least intermittent if ≥ 19 or perennial if ≥ 30** 19	Stream Determination (circle one) Ephemeral (Intermittent) Perennial	Other Apex *e.g. Quad Name:*

A. Geomorphology (Subtotal = 10.5)	Absent	Weak	Moderate	Strong
1* Continuity of channel bed and bank	0	1	(2)	3
2. Sinuosity of channel along thalweg	0	1	(2)	3
3. In-channel structure: ex. riffle-pool, step-pool, ripple-pool sequence	0	(1)	2	3
4. Particle size of stream substrate	0	(1)	2	3
5. Active/relict floodplain	0	(1)	2	3
6. Depositional bars or benches	0	(1)	2	3
7. Recent alluvial deposits	0	(1)	2	3
8. Headcuts	(0)	1	2	3
9. Grade control	0	(0.5)	1	1.5
10. Natural valley	0	0.5	(1)	1.5
11. Second or greater order channel	No = (0)		Yes = 3	

*artificial ditches are not rated; see discussions in manual

B. Hydrology (Subtotal = 4.5)				
12. Presence of Baseflow	(0)	1	2	3
13. Iron oxidizing bacteria	(0)	1	2	3
14. Leaf litter	1.5	1	(0.5)	0
15. Sediment on plants or debris	0	(0.5)	1	1.5
16. Organic debris lines or piles	0	(0.5)	1	1.5
17. Soil-based evidence of high water table?	No = 0		Yes = (3)	

C. Biology (Subtotal = 4)				
18. Fibrous roots in streambed	3	(2)	1	0
19. Rooted upland plants in streambed	3	(2)	1	0
20. Macrobenthos (note diversity and abundance)	(0)	1	2	3
21. Aquatic Mollusks	(0)	1	2	3
22. Fish	(0)	0.5	1	1.5
23. Crayfish	(0)	0.5	1	1.5
24. Amphibians	(0)	0.5	1	1.5
25. Algae	(0)	0.5	1	1.5
26. Wetland plants in streambed	FACW = 0.75; OBL = 1.5 Other = 0			

*perennial streams may also be identified using other methods. See p. 35 of manual.

Notes:

Sketch:

Soils = InT
USGS = NP

Jm 11/21/2022

8

NC Division of Water Quality –Methodology for Identification of Intermittent and Perennial Streams and Their Origins v. 4.1

Stream Form X-Feature 8

NC DWQ Stream Identification Form Version 4.1

Date: 9/30/22	Project/Site: Veridea - EV	Latitude: 35.70089
Evaluator: SB/KM	County: Wake	Longitude: -78.48436
Total Points: *Stream is at least intermittent if ≥ 19 or perennial if ≥ 30** 13	Stream Determination (circle one) (Ephemeral) Intermittent Perennial	Other Apex *e.g. Quad Name:*

A. Geomorphology (Subtotal = 4)	Absent	Weak	Moderate	Strong
1* Continuity of channel bed and bank	0	(1)	2	3
2. Sinuosity of channel along thalweg	0	(1)	2	3
3. In-channel structure: ex. riffle-pool, step-pool, ripple-pool sequence	(0)	1	2	3
4. Particle size of stream substrate	0	(1)	2	3
5. Active/relict floodplain	(0)	1	2	3
6. Depositional bars or benches	(0)	1	2	3
7. Recent alluvial deposits	(0)	1	2	3
8. Headcuts	(0)	1	2	3
9. Grade control	(0)	0.5	(1)	1.5
10. Natural valley	0	0.5	(1)	1.5
11. Second or greater order channel	No = 0		Yes = 3	

*artificial ditches are not rated; see discussions in manual

B. Hydrology (5)				
12. Presence of Baseflow	(0)	1	2	3
13. Iron oxidizing bacteria	(0)	1	2	3
14. Leaf litter	1.5	(1)	0.5	0
15. Sediment on plants or debris	(0)	0.5	(1)	1.5
16. Organic debris lines or piles	0	0.5	(1)	1.5
17. Soil-based evidence of high water table?	No = 0		Yes = (3)	

C. Biology (Subtotal = 4)				
18. Fibrous roots in streambed	3	2	(1)	0
19. Rooted upland plants in streambed	(3)	2	1	0
20. Macrobenthos (note diversity and abundance)	(0)	1	2	3
21. Aquatic Mollusks	(0)	1	2	3
22. Fish	(0)	0.5	1	1.5
23. Crayfish	(0)	0.5	1	1.5
24. Amphibians	(0)	0.5	1	1.5
25. Algae	(0)	0.5	1	1.5
26. Wetland plants in streambed	FACW = 0.75; OBL = 1.5 Other = (0)			

*perennial streams may also be identified using other methods. See p. 35 of manual.

Notes:

Sketch:

Soils = INT
USGS = NP

10/31/2022

~~Do not need to see~~
~~fill~~ OM

9

NC Division of Water Quality –Methodology for Identification of Intermittent and Perennial Streams and Their Origins v. 4.1

Stream form Z-Feature 9

NC DWQ Stream Identification Form Version 4.1

Date: 9/29/22	Project/Site: Vanderlea -LEV	Latitude: 35.648238
Evaluator: SB/KM	County: Wake	Longitude: -78.84806
Total Points: *Stream is at least intermittent if ≥ 19 or perennial if ≥ 30** 18	Stream Determination (circle one) Ephemeral Intermittent Perennial	Other e.g. Quad Name: Apex

A. Geomorphology (Subtotal = 8)	Absent	Weak	Moderate	Strong
1ª Continuity of channel bed and bank	0	1	(2)	3
2. Sinuosity of channel along thalweg	0	(1)	2	3
3. In-channel structure; ex. riffle-pool, step-pool, ripple-pool sequence	0	(1)	2	3
4. Particle size of stream substrate	0	(1)	2	3
5. Active/relict floodplain	(0)	1	2	3
6. Depositional bars or benches	(0)	1	2	3
7. Recent alluvial deposits	0	(1)	2	3
8. Headcuts	0	(1)	2	3
9. Grade control	(0)	0.5	1	1.5
10. Natural valley	0	0.5	(1)	1.5
11. Second or greater order channel (artificial ditches are not rated; see discussions in manual)	No = (0)		Yes = 3	

B. Hydrology (5)				
12. Presence of Baseflow	(0)	1	2	3
13. Iron oxidizing bacteria	(0)	1	2	3
14. Leaf litter	1.5	(1)	0.5	0
15. Sediment on plants or debris	(0)	0.5	1	1.5
16. Organic debris lines or piles	0	0.5	(1)	1.5
17. Soil-based evidence of high water table?	No = 0		Yes = (3)	

C. Biology (Subtotal = 5)				
18. Fibrous roots in streambed	3	(2)	1	0
19. Rooted upland plants in streambed	(3)	2	1	0*
20. Macrobenthos (note diversity and abundance)	(0)	1	2	3
21. Aquatic Mollusks	(0)	1	2	3
22. Fish	(0)	0.5	1	1.5
23. Crayfish	(0)	0.5	1	1.5
24. Amphibians	(0)	0.5	1	1.5
25. Algae	(0)	0.5	1	1.5
26. Wetland plants in streambed	FACW = 0.75; OBL = 1.5 Other = (0)			

*perennial streams may also be identified using other methods. See p. 35 of manual.

Notes:

Sketch:

Soils = Int

USGS = NP

JM 10/31/2022

10

NC Division of Water Quality –Methodology for Identification of Intermittent and Perennial Streams and Their Origins v. 4.1

Stream form Y-Feature 10

NC DWQ Stream Identification Form Version 4.1

Date: 9/29/22	Project/Site: Veridea LEV	Latitude: 35.6953
Evaluator: SB/VM	County: Wake	Longitude: -78.84584
Total Points: *Stream is at least intermittent if ≥ 19 or perennial if ≥ 30** 15	Stream Determination (circle one) Ephemeral Intermittent Perennial	Other *e.g. Quad Name:*

A. Geomorphology (Subtotal = 5)	Absent	Weak	Moderate	Strong
1* Continuity of channel bed and bank	0	1	(2)	3
2. Sinuosity of channel along thalweg	0	(1)	2	3
3. In-channel structure: ex. riffle-pool, step-pool, ripple-pool sequence	(0)	1	2	3
4. Particle size of stream substrate	0	(1)	2	3
5. Active/relict floodplain	(0)	1	2	3
6. Depositional bars or benches	(0)	1	2	3
7. Recent alluvial deposits	(0)	1	2	3
8. Headcuts	(0)	1	2	3
9. Grade control	(0)	0.5	1	1.5
10. Natural valley	0	0.5	(1)	1.5
11. Second or greater order channel	No = (0)		Yes = 3	

artificial ditches are not rated; see discussions in manual

B. Hydrology (5)				
12. Presence of Baseflow	(0)	1	2	3
13. Iron oxidizing bacteria	(0)	1	2	3
14. Leaf litter	1.5	(1)	0.5	0
15. Sediment on plants or debris	(0)	0.5	1	1.5
16. Organic debris lines or piles	0	0.5	(1)	1.5
17. Soil-based evidence of high water table?	No = 0		Yes = (3)	

C. Biology (Subtotal = 5)				
18. Fibrous roots in streambed	3	(2)	1	0
19. Rooted upland plants in streambed	(3)	2	1	0
20. Macrobenthos (note diversity and abundance)	(0)	1	2	3
21. Aquatic Mollusks	(0)	1	2	3
22. Fish	(0)	0.5	1	1.5
23. Crayfish	(0)	0.5	1	1.5
24. Amphibians	(0)	0.5	1	1.5
25. Algae	(0)	0.5	1	1.5
26. Wetland plants in streambed	FACW = 0.75; OBL = 1.5 Other = 0			

*perennial streams may also be identified using other methods. See p. 35 of manual.

Notes:

Sketch:

Soils = Int
USGS = NP

JM 10/31/2022

Stream Form [illegible]
11-I - Feature 11

NC Division of Water Quality –Methodology for Identification of Intermittent and Perennial Streams and Their Origins v. 4.11

NC DWQ Stream Identification Form Version 4.11

Date: 12/7/22	Project/Site: Verida EV	Latitude: 35.70463
Evaluator: SBell	County: Wake	Longitude: -78.843506
Total Points: *Stream is at least intermittent if ≥ 19 or perennial if ≥ 30** 26.5	Stream Determination (circle one) Ephemeral Intermittent Perennial	Other e.g. Quad Name: Apex

A. Geomorphology (Subtotal = 15)	Absent	Weak	Moderate	Strong
1ª Continuity of channel bed and bank	0	1	(2)	3
2. Sinuosity of channel along thalweg	0	1	(2)	3
3. In-channel structure: ex. riffle-pool, step-pool, ripple-pool sequence	0	(1)	2	3
4. Particle size of stream substrate	0	(1)	2	3
5. Active/relict floodplain	0	(1)	2	3
6. Depositional bars or benches	0	(1)	2	3
7. Recent alluvial deposits	0	(1)	2	3
8. Headcuts	0	(1)	2	3
9. Grade control	0	0.5	(1)	1.5
10. Natural valley	0	0.5	(1)	1.5
11. Second or greater order channel	No = 0		Yes = (3)	

ª artificial ditches are not rated; see discussions in manual

B. Hydrology (Subtotal = 7.5)				
12. Presence of Baseflow	0	1	(2)	3
13. Iron oxidizing bacteria	(0)	1	2	3
14. Leaf litter	1.5	(1)	0.5	0
15. Sediment on plants or debris	0	(0.5)	1	1.5
16. Organic debris lines or piles	0	0.5	(1)	1.5
17. Soil-based evidence of high water table?	No = 0		Yes = (3)	

C. Biology (Subtotal = 4)				
18. Fibrous roots in streambed	3	(0)	1	0
19. Rooted upland plants in streambed	3	(0)	1	0
20. Macrobenthos (note diversity and abundance)	0	1	2	3
21. Aquatic Mollusks	0	1	2	3
22. Fish	0	0.5	1	1.5
23. Crayfish	0	0.5	1	1.5
24. Amphibians	0	0.5	1	1.5
25. Algae	0	0.5	1	1.5
26. Wetland plants in streambed	FACW = 0.75; OBL = 1.5 Other = 0			

*perennial streams may also be identified using other methods. See p. 35 of manual.

Notes:

Sketch:

Soils = Perennial
USGS = Present

JM 12/8/2022

Stream Form
11-P

NC Division of Water Quality –Methodology for Identification of Intermittent and Perennial Streams and Their Origins v. 4.11

NC DWQ Stream Identification Form Version 4.11

Date: 12/7/22	Project/Site: Veridea EU	Latitude: 35.704339
Evaluator: SBall	County: Wake	Longitude: -78.84395
Total Points: *Stream is at least intermittent if ≥ 19 or perennial if ≥ 30** 32	Stream Determination (circle one) Ephemeral Intermittent Perennial	Other e.g. Quad Name: Apex

A. Geomorphology (Subtotal = 18)	Absent	Weak	Moderate	Strong
1[a] Continuity of channel bed and bank	0	1	2	3
2. Sinuosity of channel along thalweg	0	1	2	3
3. In-channel structure: ex. riffle-pool, step-pool, ripple-pool sequence	0	1	2	3
4. Particle size of stream substrate	0	1	2	3
5. Active/relict floodplain	0	1	2	3
6. Depositional bars or benches	0	1	2	3
7. Recent alluvial deposits	0	1	2	3
8. Headcuts	0	1	2	3
9. Grade control	0	0.5	1	1.5
10. Natural valley	0	0.5	1	1.5
11. Second or greater order channel	No = 0		Yes = 3	

[a] artificial ditches are not rated; see discussions in manual

B. Hydrology (Subtotal = 8.5)				
12. Presence of Baseflow	0	1	2	3
13. Iron oxidizing bacteria	0	1	2	3
14. Leaf litter	1.5	1	0.5	0
15. Sediment on plants or debris	0	0.5	1	1.5
16. Organic debris lines or piles	0	0.5	1	1.5
17. Soil-based evidence of high water table?	No = 0		Yes = 3	

C. Biology (Subtotal = 5.5)				
18. Fibrous roots in streambed	3	2	1	0
19. Rooted upland plants in streambed	3	2	1	0
20. Macrobenthos (note diversity and abundance)	0	1	2	3
21. Aquatic Mollusks	0	1	2	3
22. Fish	0	0.5	1	1.5
23. Crayfish	0	0.5	1	1.5
24. Amphibians	0	0.5	1	1.5
25. Algae	0	0.5	1	1.5
26. Wetland plants in streambed	FACW = 0.75; OBL = 1.5 Other = 0			

*perennial streams may also be identified using other methods. See p. 35 of manual.

Notes:

Sketch:

Soils = Perennial
USGS = present

JM 12/8/2022

Veridea EAST FEATURE 12

NC Division of Water Quality –Methodology for Identification of Intermittent and Perennial Streams and Their Origins v. 4.11

NC DWQ Stream Identification Form Version 4.11

Date: 12/5/2022	Project/Site: VERIDEA EAST	Latitude: 35.705799
Evaluator: SWEC - JOSHUA HARVEY	County: WAKE	Longitude: -78.847135
Total Points: *Stream is at least intermittent if ≥ 19 or perennial if ≥ 30** 12.5	Stream Determination (circle one) (Ephemeral) Intermittent Perennial	Other *e.g. Quad Name:*

A. Geomorphology (Subtotal = 7)	Absent	Weak	Moderate	Strong
1a. Continuity of channel bed and bank	0	(1)	2	3
2. Sinuosity of channel along thalweg	0	(1)	2	3
3. In-channel structure: ex. riffle-pool, step-pool, ripple-pool sequence	0	(1)	2	3
4. Particle size of stream substrate	0	(1)	2	3
5. Active/relict floodplain	(0)	1	2	3
6. Depositional bars or benches	0	(1)	2	3
7. Recent alluvial deposits	(0)	1	2	3
8. Headcuts	0	(1)	2	3
9. Grade control	(0)	0.5	1	1.5
10. Natural valley	0	0.5	(1)	1.5
11. Second or greater order channel	No = 0		Yes = 3	

a artificial ditches are not rated; see discussions in manual

B. Hydrology (Subtotal = 0.5)				
12. Presence of Baseflow	(0)	1	2	3
13. Iron oxidizing bacteria	(0)	1	2	3
14. Leaf litter	1.5	1	(0.5)	0
15. Sediment on plants or debris	(0)	0.5	1	1.5
16. Organic debris lines or piles	(0)	0.5	1	1.5
17. Soil-based evidence of high water table?	No = (0)		Yes = 3	

C. Biology (Subtotal = 5)				
18. Fibrous roots in streambed	3	(2)	1	0
19. Rooted upland plants in streambed	(3)	2	1	0
20. Macrobenthos (note diversity and abundance)	0	1	2	3
21. Aquatic Mollusks	(0)	1	2	3
22. Fish	(0)	0.5	1	1.5
23. Crayfish	(0)	0.5	1	1.5
24. Amphibians	(0)	0.5	1	1.5
25. Algae	(0)	0.5	1	1.5
26. Wetland plants in streambed	FACW = 0.75; OBL = 1.5 Other = 0			

*perennial streams may also be identified using other methods. See p. 35 of manual.

Notes:

Sketch:

Soils = Int

USGS = Present

JM 12/8/2022

Veridea East FEATURE 13 E

NC Division of Water Quality –Methodology for Identification of Intermittent and Perennial Streams and Their Origins v. 4.11

NC DWQ Stream Identification Form Version 4.11

Date: 12/5/2022	Project/Site: VERIDEA EAST	Latitude: 35.702822
Evaluator: SREC - JOSHUA HARVEY	County: WAKE	Longitude: -78.847666
Total Points: *Stream is at least intermittent if ≥ 19 or perennial if ≥ 30** 15.5	Stream Determination (circle one) Ephemeral Intermittent Perennial	Other *e.g. Quad Name:*

A. Geomorphology (Subtotal = 7.5)	Absent	Weak	Moderate	Strong
1* Continuity of channel bed and bank	0	1	(2)	3
2. Sinuosity of channel along thalweg	0	(1)	2	3
3. In-channel structure: ex. riffle-pool, step-pool, ripple-pool sequence	0	(1)	2	3
4. Particle size of stream substrate	0	(1)	2	3
5. Active/relict floodplain	(0)	1	2	3
6. Depositional bars or benches	(0)	1	2	3
7. Recent alluvial deposits	0	(1)	2	3
8. Headcuts	(0)	1	2	3
9. Grade control	0	(0.5)	1	1.5
10. Natural valley	0	0.5	(1)	1.5
11. Second or greater order channel	(No = 0)		Yes = 3	

*artificial ditches are not rated; see discussions in manual

B. Hydrology (Subtotal = 2)				
12. Presence of Baseflow	0	(1)	2	3
13. Iron oxidizing bacteria	(0)	1	2	3
14. Leaf litter	1.5	1	(0.5)	0
15. Sediment on plants or debris	(0)	0.5	1	1.5
16. Organic debris lines or piles	0	(0.5)	1	1.5
17. Soil-based evidence of high water table?	(No = 0)		Yes = 3	

C. Biology (Subtotal = 6)				
18. Fibrous roots in streambed	(3)	2	1	0
19. Rooted upland plants in streambed	(3)	2	1	0
20. Macrobenthos (note diversity and abundance)	0	1	2	3
21. Aquatic Mollusks	0	1	2	3
22. Fish	0	0.5	1	1.5
23. Crayfish	0	0.5	1	1.5
24. Amphibians	0	0.5	1	1.5
25. Algae	0	0.5	1	1.5
26. Wetland plants in streambed	FACW = 0.75; OBL = 1.5 Other = 0			

*perennial streams may also be identified using other methods. See p. 35 of manual.

Notes:

Sketch:

Soils = Int
USGS = Present

12/8/2022

Veridea East FEATURE 13 I

NC Division of Water Quality –Methodology for Identification of Intermittent and Perennial Streams and Their Origins v. 4.11

NC DWQ Stream Identification Form Version 4.11

Date: 12/5/2022	Project/Site: VERIDEA EAST	Latitude: 35.702124
Evaluator: SEE - JOSHUA HARVEY	County: WAKE	Longitude: -78.846123
Total Points: *Stream is at least intermittent if ≥ 19 or perennial if ≥ 30** 21	Stream Determination (circle one) Ephemeral (Intermittent) Perennial	Other *e.g. Quad Name:*

A. Geomorphology (Subtotal = 9.5)	Absent	Weak	Moderate	Strong
1a. Continuity of channel bed and bank	0	1	(2)	3
2. Sinuosity of channel along thalweg	0	(1)	2	3
3. In-channel structure: ex. riffle-pool, step-pool, ripple-pool sequence	0	(1)	2	3
4. Particle size of stream substrate	0	1	(2)	3
5. Active/relict floodplain	(0)	1	2	3
6. Depositional bars or benches	0	(1)	2	3
7. Recent alluvial deposits	0	(1)	2	3
8. Headcuts	0	(1)	2	3
9. Grade control	(0)	0.5	1	1.5
10. Natural valley	0	(0.5)	1	1.5
11. Second or greater order channel	(No = 0)		Yes = 3	

[a] artificial ditches are not rated; see discussions in manual

B. Hydrology (Subtotal = 5.5)				
12. Presence of Baseflow	0	(1)	2	3
13. Iron oxidizing bacteria	(0)	1	2	3
14. Leaf litter	1.5	1	(0.5)	0
15. Sediment on plants or debris	0	(0.5)	1	1.5
16. Organic debris lines or piles	0	(0.5)	1	1.5
17. Soil-based evidence of high water table?	No = 0		(Yes = 3)	

C. Biology (Subtotal = 0)				
18. Fibrous roots in streambed	(3)	2	1	0
19. Rooted upland plants in streambed	(3)	2	1	0
20. Macrobenthos (note diversity and abundance)	0	1	2	3
21. Aquatic Mollusks	0	1	2	3
22. Fish	0	0.5	1	1.5
23. Crayfish	0	0.5	1	1.5
24. Amphibians	0	0.5	1	1.5
25. Algae	0	0.5	1	1.5
26. Wetland plants in streambed	FACW = 0.75; OBL = 1.5 Other = 0			

*perennial streams may also be identified using other methods. See p. 35 of manual.

Notes:

Sketch:

41

Soils = Int

USGS = Present JM 12/6/2022

Verdea EAST FEATURE 14

NC Division of Water Quality –Methodology for Identification of Intermittent and Perennial Streams and Their Origins v. 4.11

NC DWQ Stream Identification Form Version 4.11

Date: 12/5/2022	Project/Site: VERIDEA EAST	Latitude: 35.700972
Evaluator: SCC. JOSHUA HARVEY	County: WAKE	Longitude: -78.748283
Total Points: *Stream is at least intermittent if ≥ 19 or perennial if ≥ 30** No Scoreable Feature	Stream Determination (circle one) Ephemeral Intermittent Perennial	Other *e.g. Quad Name:*

A. Geomorphology (Subtotal =)	Absent	Weak	Moderate	Strong
1ª. Continuity of channel bed and bank	0	1	2	3
2. Sinuosity of channel along thalweg	0	1	2	3
3. In-channel structure: ex. riffle-pool, step-pool, ripple-pool sequence	0	1	2	3
4. Particle size of stream substrate	0	1	2	3
5. Active/relict floodplain	0	1	2	3
6. Depositional bars or benches	0	1	2	3
7. Recent alluvial deposits	0	1	2	3
8. Headcuts	0	1	2	3
9. Grade control	0	0.5	1	1.5
10. Natural valley	0	0.5	1	1.5
11. Second or greater order channel	No = 0		Yes = 3	

ª artificial ditches are not rated; see discussions in manual

B. Hydrology (Subtotal =)				
12. Presence of Baseflow	0	1	2	3
13. Iron oxidizing bacteria	0	1	2	3
14. Leaf litter	1.5	1	0.5	0
15. Sediment on plants or debris	0	0.5	1	1.5
16. Organic debris lines or piles	0	0.5	1	1.5
17. Soil-based evidence of high water table?	No = 0		Yes = 3	

C. Biology (Subtotal =)				
18. Fibrous roots in streambed	3	2	1	0
19. Rooted upland plants in streambed	3	2	1	0
20. Macrobenthos (note diversity and abundance)	0	1	2	3
21. Aquatic Mollusks	0	1	2	3
22. Fish	0	0.5	1	1.5
23. Crayfish	0	0.5	1	1.5
24. Amphibians	0	0.5	1	1.5
25. Algae	0	0.5	1	1.5
26. Wetland plants in streambed	FACW = 0.75; OBL = 1.5 Other = 0			

*perennial streams may also be identified using other methods. See p. 35 of manual.

Notes:

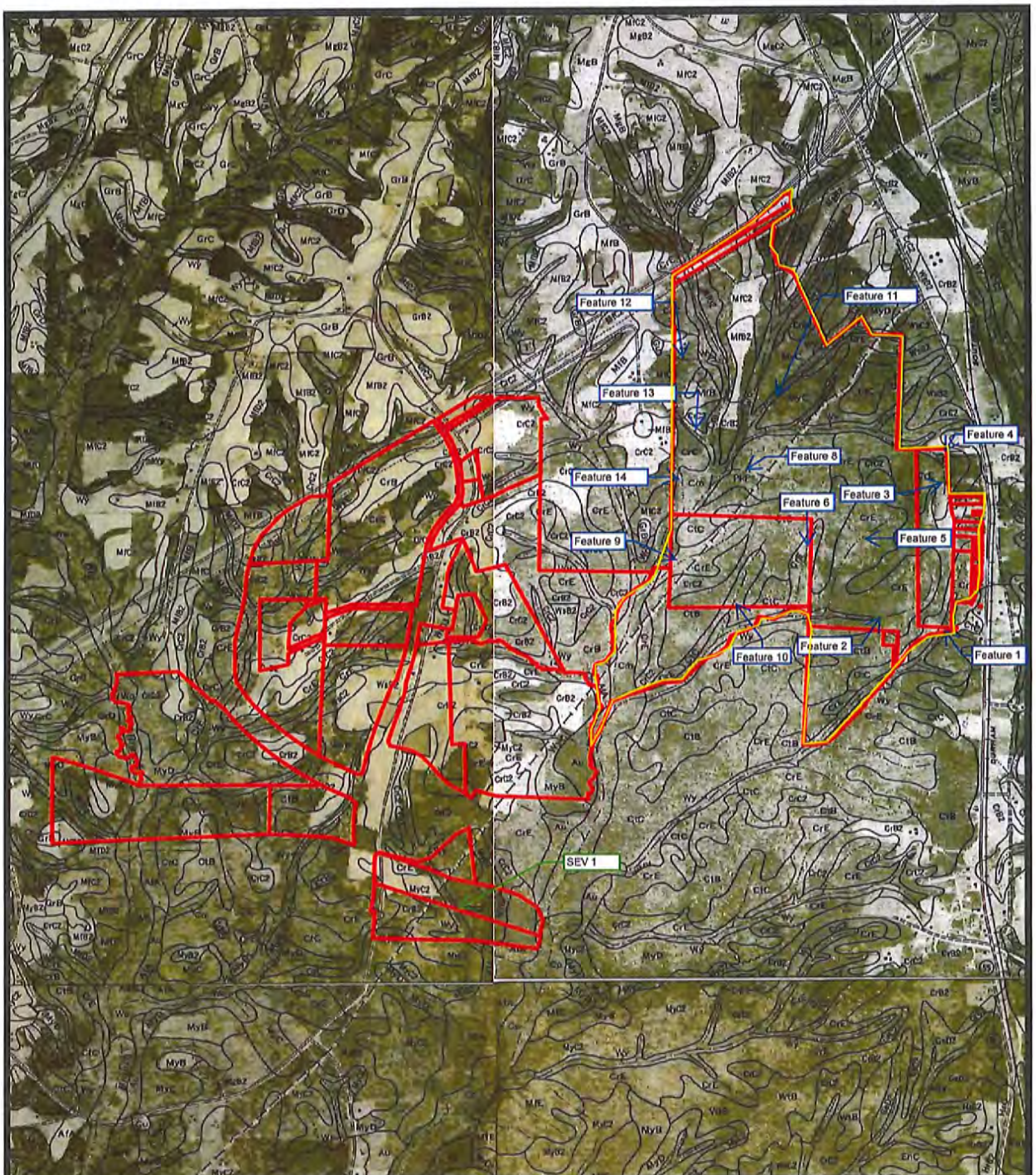
Sketch:

No Scoreable Feature JM

SOILS = Int

USGS = NP

12/8/2022



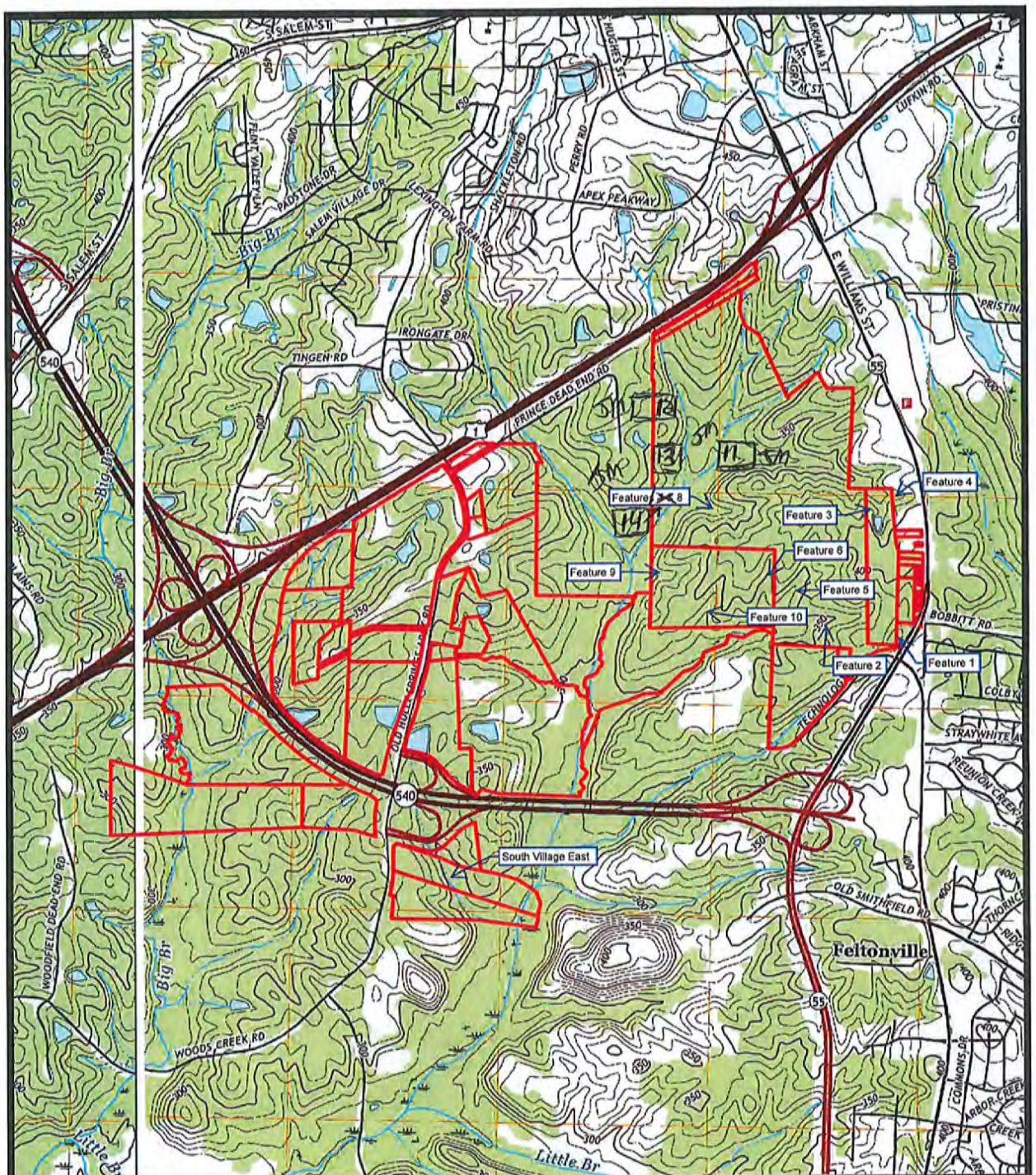
Project Number: 11065.W4	Map Title: SS Map Veridea Wake County, NC	0 1,750 3,500 Feet N
Project Manager: DS		
Scale: 1" = 1750'		
Date: 09/10/2021	Source: Wake County Soil Survey Sheets 74, 75, 82 & 83	S&EC Soil & Environmental Consultants, PA 8412 Falls of Neuse Road, Suite 104, Raleigh, NC 27615 • Phone: (919) 846-5900 • Fax: (919) 846-9467 sandec.com

JM 12/8/2022

On 12/8/2022

Project No.
11065.VA6
Scale:
1" = 200'
NC OneMap
Wake County GIS
Project Mgr:
SB
12/7/22
Prepared by: JH
East Village Buffer Map
Verlidea
S&EC
Soil & Environmental Consultants, PA
0
205
410
820
Feet
Legend
Verlidea East Village Buffer Review Boundary
Verlidea Property Boundary
Perennial Stream
Intermittent Stream
50' Town of Apex Buffer
100' Town of Apex Buffer

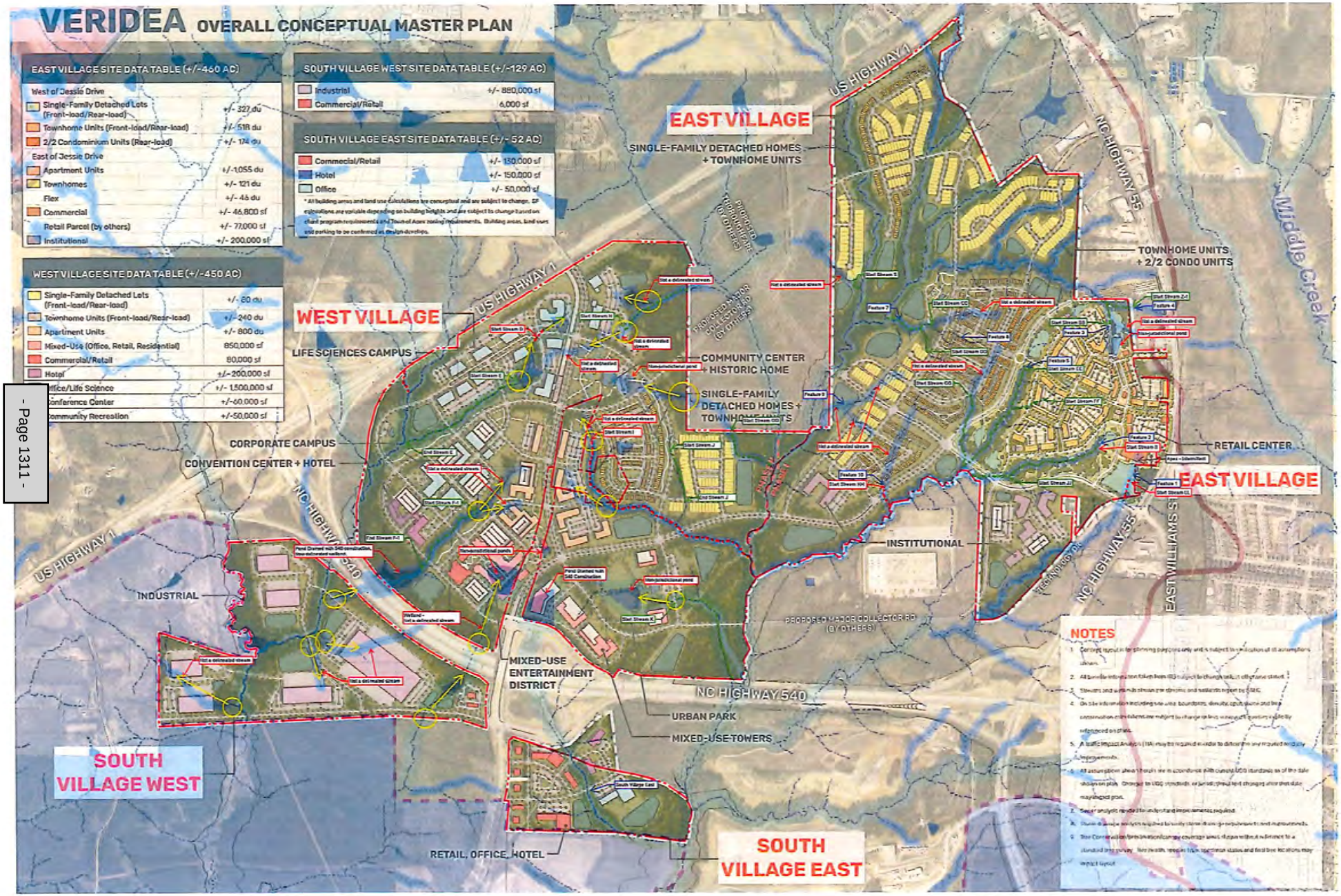
close 11/22/2022 SM

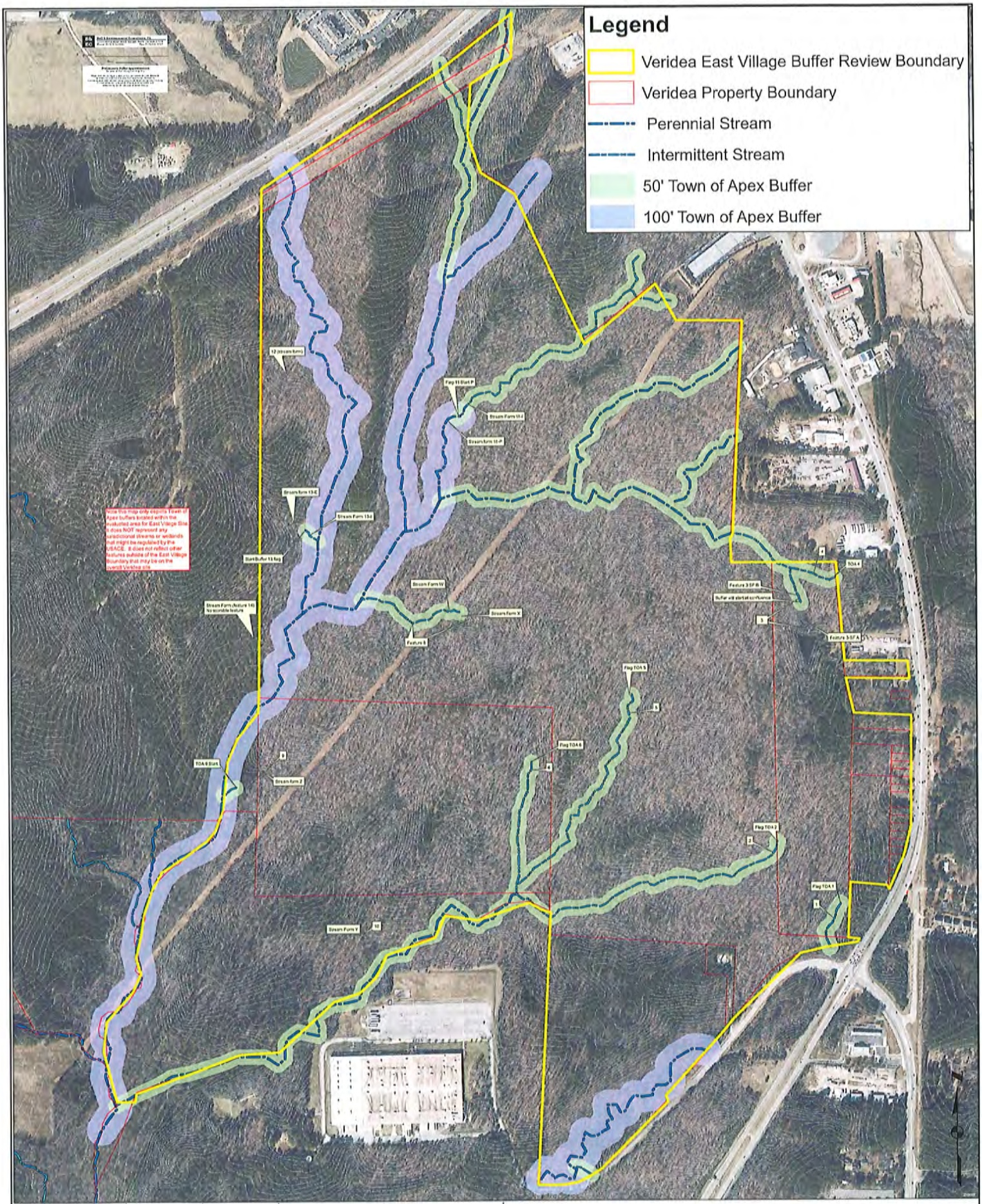


Project Number: 11065.W4	Map Title: USGS Map Veridea Wake County, NC	0 2,000 4,000 Feet N
Project Manager: DS		
Scale: 1" = 2000'		S&EC Soil & Environmental Consultants, PA
Date: 09/10/2021	Source: USGS Wake County Apex & New Hill Quad	8412 Falls of Neuse Road, Suite 104, Raleigh, NC 27615 • Phone: (919) 846-5900 • Fax: (919) 846-0467

JM 12/8/2022

JM 11/16/2022


VERIDEA OVERALL CONCEPTUAL MASTER PLAN
EAST VILLAGE SITE DATA TABLE (+/-460 AC)
West of Jessie Drive
Single-Family Detached Lots (Front-load/Rear-load) +/- 327 du
Townhome Units (Front-load/Rear-load) +/- 518 du
2/2 Condominium Units (Rear-load) +/- 174 du
East of Jessie Drive
Apartment Units +/-1,055 du
Townhomes +/- 121 du
Flex +/- 46 du
Commercial +/- 46,800 sf
Retail Parcel (by others) +/- 77,000 sf
Institutional +/- 200,000 sf
SOUTH VILLAGE WEST SITE DATA TABLE (+/-129 AC)
Industrial +/- 880,000 sf
Commercial/Retail 6,000 sf
SOUTH VILLAGE EAST SITE DATA TABLE (+/- 52 AC)
Commercial/Retail +/- 130,000 sf
Hotel +/- 150,000 sf
Office +/- 50,000 sf
* All building areas and land use calculations are conceptual and are subject to change. SF calculations are variable depending on building heights and are subject to change based on client program requirements and Town of Apex zoning requirements. Building areas, land uses and parking to be confirmed as design develops.
WEST VILLAGE SITE DATA TABLE (+/-450 AC)
Single-Family Detached Lots (Front-load/Rear-load) +/- 60 du
Townhome Units (Front-load/Rear-load) +/- 240 du
Apartment Units +/- 800 du
Mixed-Use (Office, Retail, Residential) 850,000 sf
Commercial/Retail 80,000 sf
Hotel +/- 200,000 sf
Office/Life Science +/- 1,500,000 sf
Conference Center +/-60,000 sf
Community Recreation +/-50,000 sf
EAST VILLAGE
SINGLE-FAMILY DETACHED HOMES + TOWNHOME UNITS
TOWNHOME UNITS + 2/2 CONDO UNITS
RETAIL CENTER
EAST VILLAGE
INSTITUTIONAL
WEST VILLAGE
LIFE SCIENCES CAMPUS
CORPORATE CAMPUS
CONVENTION CENTER + HOTEL
COMMUNITY CENTER + HISTORIC HOME
SINGLE-FAMILY DETACHED HOMES + TOWNHOME UNITS
INDUSTRIAL
MIXED-USE ENTERTAINMENT DISTRICT
URBAN PARK
MIXED-USE TOWERS
RETAIL, OFFICE, HOTEL
SOUTH VILLAGE WEST
SOUTH VILLAGE EAST
US HIGHWAY 1
NC HIGHWAY 55
NC HIGHWAY 540
EAST WILLIAMS ST
Middle Creek
PROPOSED MAJOR COLLECTOR RD (BY OTHERS)
NOTES



Project No. 11065.W5	Scale: 1" = 200'	NC OneMap Wake County GIS	East Village Buffer Map Veridea	Soil & Environmental Consultants, PA	0 205 410 820 Feet
Project Mgr.: SB	12/7/22	Prepared by: JH			

January 27, 2023

Steven Ball, RF, PWS
Soil & Environmental Consultants, PA
8412 Falls of Neuse Road, Suite 104
Raleigh, NC 27615

Subject: Stream Buffer Determination
Veridea West Village Ph II
Apex, NC
Cape Fear River Basin

Apex 22-017

Dear Mr. Ball,

On January 20th and 27th, 2023, we met with your staff AJ and Kevin Murphrey at the subject sites to evaluate forty (40) drainage features and determine if they are subject to the Town of Apex (Town) riparian buffer rules. Based on the information obtained during the evaluations and per the requirements set forth in Section 6.1.11 of the Town Unified Development Ordinance (UDO), I concur with the stream classifications as shown on the attached sketch dated 12-02-2022.

Drainage Feature	Shown as on USGS	Shown as on Soil Survey	Determination made in the field	Determined Buffer Width
Feature B – West SF14	Not Present	Intermittent	Ephemeral	0 feet
Feature C – West SF1	Present	Perennial	Intermittent	50 feet
Feature C – West SF16	Not Present	Intermittent	Ephemeral	0 feet
Feature C – West SF5	Not Present	Perennial	Ephemeral	0 feet
Feature E – West SF4	Not Present	Intermittent	Ephemeral	0 feet
Feature G – West SF40	Not Present	Intermittent	Ephemeral	0 feet
Feature H – West SF3	Not Present	Intermittent	Ephemeral	0 feet
Feature J – West SF2	Not Present	Intermittent	Ephemeral	0 feet
Feature K – West SF28	Not Present	Intermittent	Ephemeral	0 feet

Feature K – West SF29	Not Present	Intermittent	Intermittent	50 feet
Feature K – West SF30	Not Present	Intermittent	Ephemeral	0 feet
Feature K – West SF31	Not Present	Intermittent	Ephemeral	0 feet
Feature K – West SF32	Not Present	Intermittent	Intermittent	50 feet
Feature L – West SF15	Not Present	Intermittent	Ephemeral	0 feet
Feature AA – West SF6	Present	Perennial	Ephemeral	0 feet
Feature O – West SF13	Present	Perennial	Intermittent	50 feet
Pond 6	Present	Present	Intermittent	50 feet
Feature O – West SF12	Present	Perennial	Ephemeral	0 feet
Feature O – West SF10	Present	Perennial	Ephemeral	0 feet
Feature O – West SF11	Present	Perennial	Intermittent	50 feet
Feature O – West SF9	Present	Perennial	Ephemeral	0 feet
Feature O – West SF8	Present	Perennial	Intermittent	50 feet
Feature P – West SF37	Not Present	Intermittent	Ephemeral	0 feet
Feature Q – West SF7	Not Present	Intermittent	Ephemeral	0 feet
Feature R – West SF27	Not Present	Intermittent	Ephemeral	0 feet
Feature R – West SF25	Not Present	Intermittent	Intermittent	50 feet
Feature S – West SF26	Not Present	Intermittent	Ephemeral	0 feet
Feature T – West SF24	Not Present	Perennial	Ephemeral	0 feet
Feature T – West SF20	Not Present	Perennial	Intermittent	50 feet
Feature U – West SF23	Not Present	Intermittent	Ephemeral	0 feet

Feature V – West SF35	Not Present	Intermittent	Ephemeral	0 feet
Feature V – West SF36	Not Present	Intermittent	Intermittent	50 feet
Feature V – West SF34	Not Present	Intermittent	Perennial *Intermittent on Soils	50 feet
Feature W – West SF17	Not Present	Intermittent	Ephemeral	0 feet
Feature X – West SF22	Not Present	Intermittent	Ephemeral	0 feet
Feature X – West SF21	Not Present	Intermittent	Intermittent	50 feet
Feature X – West SF41	Not Present	Intermittent	Ephemeral	0 feet
Feature Y – West SF18	Not Present	Perennial	Ephemeral	0 feet
Feature Y – West SF19	Not Present	Perennial	Intermittent	50 feet
Feature BB – West SF38	Not Present	Intermittent	Ephemeral	0 feet
Feature CC – West SF39	Not Present	Intermittent	Ephemeral	0 feet

This on-site determination shall expire five (5) years from the date of this letter. Landowners or affected parties that dispute a determination made by the Division of Water Resources (DWR) or Delegated Local Authority in the Jordan Lake watershed may request a determination by the DWR Director.

An appeal request must be made within sixty (60) days of date of this letter or from the date the affected party (including downstream and/or adjacent owners) is notified of this letter. A request for a determination by the Director shall be referred to in writing c/o Paul Wojoski, DWR – 401 & Buffer Permitting Branch; 1617 Mail Service Center, Raleigh, NC 27699-1617. Otherwise the appeal procedure will be in accordance with UDO Section 6.1.11.

If you dispute the Director's determination, you may file a petition for an administrative hearing. You must file the petition with the Office of Administrative Hearings within sixty (60) days of receipt of this notice of decision. A petition is considered filed when it is received in the Office of Administrative Hearings during normal office hours. The Office of Administrative Hearings accepts filings Monday through Friday between the hours of 8:00am and 5:00pm, except for official State holidays.

To request a hearing, send the original and one (1) copy of the petition to the Office of Administrative Hearings, 6714 Mail Service Center, Raleigh, NC 27699-6714. A copy of the petition must also be served

to the Department of Natural Resources, c/o Bill Lane, General Counsel, 1601 Mail Service Center, Raleigh, NC 27699-1601.

This determination is final and binding unless, as detailed above, you ask for a hearing or appeal within sixty (60) days. This project may require a Section 404/401 Permit for the proposed activity. Any inquiries should be directed to the US Army Corp of Engineers (Raleigh Regulator Field Office) at (919) 554-4884. If you have any questions, please do not hesitate to contact me at (919) 372-7470.

Sincerely,

James Misciagno, CES, CPESC
Stormwater Field Services Supervisor

Riparian Buffer Call
Application

This application is required to be fully completed and submitted to Town staff prior to conducting a buffer call. Please submit the application package electronically to james.misciagno@apexnc.org .

PROPERTY INFORMATION

Owner(s): *See attached table

Site Address: 3012 Veridea Parkway, Apex, North Carolina 27539

CONSULTANT INFORMATION (If applicable)

Name: Joshua Harvey

Address: 8412 Falls of Neuse Road, Suite 104, Raleigh, NC 27615

Email: jharvey@sandec.com

Phone: 919.760.9622

CHECKLIST

Please place a checkmark in the spaces provided below to indicate that the required information has been provided with this submittal.

Right of Entry Form	X
NCDEQ Stream Identification Forms (v. 4.11)	X
Sketch Map*	X

Topo Map (most recent version)	X
1970 Wake County Soil Survey Map	X

*Sketch map should show all drainage features on the property with all applicable riparian buffers shown. Please clearly indicate or list which features are being called with this application.

NOTES

SIGNATURE (Consultant or Responsible Party)

By my signature below, I certify that the information provided with this application is accurate and truthful.

Joshua Harvey Digitally signed by Joshua Harvey Date: 2023.01.23 08:55:39 -05'00'

Date: 01/04/2023

NORTH CAROLINA
WAKE COUNTY

RIGHT OF ENTRY

This Right of Entry is executed this _____ day of _____, 20____ by Town of Apex and PRINCE, FRANK D SR TRUSTEE (the "owner").

WHEREAS, the Town of Apex ("Town") is seeking to make a stream buffer determination across the property known as Veridea - Phase 2 in the Town of Apex, North Carolina and designated as PIN # 0740191376, 0730896270 by the Wake County Revenue Department (the "**Subject Property**");

WHEREAS, the owner are agreeable to provide the Town with this Right of Entry under the terms and conditions stated herein so that the above referenced determination may proceed.

NOW THEREFORE in light of the above premises, the owner do hereby grant and give freely and without coercion, the right of access and entry to the Subject Property on the terms and conditions as stated below:

1. The Town of Apex and its contractors may enter the Subject Property for the purpose of conducting on-site environmental investigations and issuing a determination based on those investigations as it relates to stream buffer determination.
2. This Right of Entry does not convey to the Town any title or ownership interest in the Subject Property.
3. The Town and its employees, contractors, agents and representatives enter upon the Subject Property at their own risk and assume all risks related to the property.
4. The undersigned agrees and warrants to hold harmless the Town of Apex, its agencies, departments, contractors, and subcontractors, and discharges and waives any action, either equitable or legal that arise from the activities described above on the property except in the case of negligence by the Town.

Witness: _____ By: _____ POA
Joseph Spagnoy

By: N/A

NORTH CAROLINA
WAKE COUNTY

RIGHT OF ENTRY

This Right of Entry is executed this _____ day of _____, 20____ by Town of Apex and WHITEHOUSE, BRENDA P (the "owner").

WHEREAS, the Town of Apex ("Town") is seeking to make a stream buffer determination across the property known as Veridea - Phase 2 in the Town of Apex, North Carolina and designated as PIN # 0740287376 by the Wake County Revenue Department (the "**Subject Property**");

WHEREAS, the owner are agreeable to provide the Town with this Right of Entry under the terms and conditions stated herein so that the above referenced determination may proceed.

NOW THEREFORE in light of the above premises, the owner do hereby grant and give freely and without coercion, the right of access and entry to the Subject Property on the terms and conditions as stated below:

1. The Town of Apex and its contractors may enter the Subject Property for the purpose of conducting on-site environmental investigations and issuing a determination based on those investigations as it relates to stream buffer determination.
2. This Right of Entry does not convey to the Town any title or ownership interest in the Subject Property.
3. The Town and its employees, contractors, agents and representatives enter upon the Subject Property at their own risk and assume all risks related to the property.
4. The undersigned agrees and warrants to hold harmless the Town of Apex, its agencies, departments, contractors, and subcontractors, and discharges and waives any action, either equitable or legal that arise from the activities described above on the property except in the case of negligence by the Town.

Witness: _____ By: Brenda P Whitehouse

By: Brenda P Whitehouse Trustee

NORTH CAROLINA
WAKE COUNTY

RIGHT OF ENTRY

This Right of Entry is executed this _____ day of _____, 20____ by Town of Apex and HH TRINITY APEX INVESTMENTS LLC (the "owner").

WHEREAS, the Town of Apex ("Town") is seeking to make a stream buffer determination across the property known as South Village East in the Town of Apex, North Carolina and designated as PIN # 0730971141,0730852539,0740052449 by the Wake County Revenue Department (the "**Subject Property**");

WHEREAS, the owner are agreeable to provide the Town with this Right of Entry under the terms and conditions stated herein so that the above referenced determination may proceed.

NOW THEREFORE in light of the above premises, the owner do hereby grant and give freely and without coercion, the right of access and entry to the Subject Property on the terms and conditions as stated below:

1. The Town of Apex and its contractors may enter the Subject Property for the purpose of conducting on-site environmental investigations and issuing a determination based on those investigations as it relates to stream buffer determination.
2. This Right of Entry does not convey to the Town any title or ownership interest in the Subject Property.
3. The Town and its employees, contractors, agents and representatives enter upon the Subject Property at their own risk and assume all risks related to the property.
4. The undersigned agrees and warrants to hold harmless the Town of Apex, its agencies, departments, contractors, and subcontractors, and discharges and waives any action, either equitable or legal that arise from the activities described above on the property except in the case of negligence by the Town.

Witness: _____

HH Trinity Apex Investments LLC
HRCF IV - Trinity Apex Investments LLC

By: _____

By: _____
Richard A. Ortiz
Authorized Signatory

NORTH CAROLINA
WAKE COUNTY

RIGHT OF ENTRY

This Right of Entry is executed this _____ day of _____, 20____ by Town of Apex and HH TRINITY APEX INVESTMENTS LLC (the "owner").

WHEREAS, the Town of Apex ("Town") is seeking to make a stream buffer determination across the property known as Veridea - Phase 2 in the Town of Apex, North Carolina and designated as PIN # See Attached by the Wake County Revenue Department (the "**Subject Property**");

WHEREAS, the owner are agreeable to provide the Town with this Right of Entry under the terms and conditions stated herein so that the above referenced determination may proceed.

NOW THEREFORE in light of the above premises, the owner do hereby grant and give freely and without coercion, the right of access and entry to the Subject Property on the terms and conditions as stated below:

1. The Town of Apex and its contractors may enter the Subject Property for the purpose of conducting on-site environmental investigations and issuing a determination based on those investigations as it relates to stream buffer determination.
2. This Right of Entry does not convey to the Town any title or ownership interest in the Subject Property.
3. The Town and its employees, contractors, agents and representatives enter upon the Subject Property at their own risk and assume all risks related to the property.
4. The undersigned agrees and warrants to hold harmless the Town of Apex, its agencies, departments, contractors, and subcontractors, and discharges and waives any action, either equitable or legal that arise from the activities described above on the property except in the case of negligence by the Town.

Witness: _____

HH Trinity Apex Investments LLC
By: HRCF IV - Trinity Apex Investments LLC

By: _____
Richard A. Ortiz
Authorized Signatory

Phase 2	Owner
0740180331	HH TRINITY APEX INVESTMENTS LLC
0740360895	HH TRINITY APEX INVESTMENTS LLC
0740386384	HH TRINITY APEX INVESTMENTS LLC
0740078021	HH TRINITY APEX INVESTMENTS LLC
0740167653	HH TRINITY APEX INVESTMENTS LLC

NORTH CAROLINA
WAKE COUNTY

RIGHT OF ENTRY

This Right of Entry is executed this _____ day of _____, 20____ by Town of Apex and VERIDEA HOLDINGS LLC (the "owner").

WHEREAS, the Town of Apex ("Town") is seeking to make a stream buffer determination across the property known as Veridea - Phase 2 in the Town of Apex, North Carolina and designated as PIN # 0740180091, 0741203157 by the Wake County Revenue Department (the "**Subject Property**");

WHEREAS, the owner are agreeable to provide the Town with this Right of Entry under the terms and conditions stated herein so that the above referenced determination may proceed.

NOW THEREFORE in light of the above premises, the owner do hereby grant and give freely and without coercion, the right of access and entry to the Subject Property on the terms and conditions as stated below:

1. The Town of Apex and its contractors may enter the Subject Property for the purpose of conducting on-site environmental investigations and issuing a determination based on those investigations as it relates to stream buffer determination.
2. This Right of Entry does not convey to the Town any title or ownership interest in the Subject Property.
3. The Town and its employees, contractors, agents and representatives enter upon the Subject Property at their own risk and assume all risks related to the property.
4. The undersigned agrees and warrants to hold harmless the Town of Apex, its agencies, departments, contractors, and subcontractors, and discharges and waives any action, either equitable or legal that arise from the activities described above on the property except in the case of negligence by the Town.

Witness: _____

Veridea Holdings LLC
HRCF IV - Trinity Apex Investments LLC

By: _____

By: _____

Richard A. Ortiz
Authorized Signatory

PIN_NUM	DEED_ACRES	OWNER	ADDR1	ADDR2	ADDR3	SITE_ADDRESS	FULL_STREET_NAME
740188440	1.38	FIELDS, W J FIELDS, CATHERINE A	3125 VERIDEA PKWY	APEX NC 27539-9202		3125 VERIDEA PKWY	VERIDEA PKWY
730852539	54.65	HH TRINITY APEX INVESTMENTS LLC	VERIDEA HOLDINGS LLC	570 LEXINGTON AVE STE 2200	NEW YORK NY 10022-6837	0 OLD HOLLY SPRINGS APEX RD	OLD HOLLY SPRINGS APEX RD
730971141	98.72	HH TRINITY APEX INVESTMENTS LLC	VERIDEA HOLDINGS LLC	570 LEXINGTON AVE STE 2200	NEW YORK NY 10022-6837	0 VERIDEA PKWY	VERIDEA PKWY
740287376	27.26	WHITEHOUSE, BRENDA P WHITEHOUSE, BRENDA P	3109 VERIDEA PKWY	APEX NC 27539-9202		0 VERIDEA PKWY	VERIDEA PKWY
740191376	75.63	PRINCE, FRANK D SR TRUSTEE	8405 AMANDA CASSIE LN	FUQUAY VARINA NC 27526-9635		3012 VERIDEA PKWY	VERIDEA PKWY
740180331	1.66	HH TRINITY APEX INVESTMENTS LLC	VERIDEA HOLDINGS LLC	570 LEXINGTON AVE STE 2200	NEW YORK NY 10022-6837	0 VERIDEA PKWY	VERIDEA PKWY
740386384	64.67	HH TRINITY APEX INVESTMENTS LLC	VERIDEA HOLDINGS LLC	570 LEXINGTON AVE STE 2200	NEW YORK NY 10022-6837	3009 VERIDEA PKWY	VERIDEA PKWY
741207566	32.06	WVPRINCE PROPERTIES LLC	444 AUGUSTA DR	ROCKPORT TX 78382-6945		2901 VERIDEA PKWY	VERIDEA PKWY
740167653	27.29	HH TRINITY APEX INVESTMENTS LLC	VERIDEA HOLDINGS LLC	570 LEXINGTON AVE STE 2200	NEW YORK NY 10022-6837	0 VERIDEA PKWY	VERIDEA PKWY
740052449	17.36	HH TRINITY APEX INVESTMENTS LLC	VERIDEA HOLDINGS LLC	570 LEXINGTON AVE STE 2200	NEW YORK NY 10022-6837	0 VERIDEA PKWY	VERIDEA PKWY
740078021	32.28	HH TRINITY APEX INVESTMENTS LLC	VERIDEA HOLDINGS LLC	570 LEXINGTON AVE STE 2200	NEW YORK NY 10022-6837	0 VERIDEA PKWY	VERIDEA PKWY
730996270	16.42	PRINCE, F D SR TRUSTEE	FRANK PRINCE JR	8405 AMANDA CASSIE LN	FUQUAY VARINA NC 27526-9635	0 US 1 HWY	US 1 HWY
740360895	82.24	HH TRINITY APEX INVESTMENTS LLC	570 LEXINGTON AVE STE 2200	NEW YORK NY 10022-6837		3229 VERIDEA PKWY	VERIDEA PKWY
740180091	12.57	VERIDEA HOLDINGS LLC	570 LEXINGTON AVE STE 2200	NEW YORK NY 10022-6837		3200 VERIDEA PKWY	VERIDEA PKWY
740188176	3	BUSHEE, ROGER W BUSHEE, GLENDA K	3137 VERIDEA PKWY	APEX NC 27539-9202		3137 VERIDEA PKWY	VERIDEA PKWY
740189737	1.03	WHITEHOUSE, GREGORY HENRY	3109 VERIDEA PKWY	APEX NC 27539-9202		3109 VERIDEA PKWY	VERIDEA PKWY
741203157	1.84	VERIDEA HOLDINGS LLC	570 LEXINGTON AVE STE 2200	NEW YORK NY 10022-6837		2937 VERIDEA PKWY	VERIDEA PKWY
740283126	5	LANGLEY, DAVID K LANGLEY, RENEE M	6300 KING DAVID CT	APEX NC 27539-6897		6300 KING DAVID CT	KING DAVID CT
740188680	1.3	WHITEHOUSE ASSETS MANAGEMENT LLC	3109 VERIDEA PKWY	APEX NC 27539-9202		3117 VERIDEA PKWY	VERIDEA PKWY
740189999	2.49	WHITEHOUSE ASSETS MANAGEMENT LLC	3109 VERIDEA PKWY	APEX NC 27539-9202		3105 VERIDEA PKWY	VERIDEA PKWY
740070950	0.52	HUDSON, KARL GRIER IV	824 BRYAN ST	RALEIGH NC 27605-1104		3134 VERIDEA PKWY	VERIDEA PKWY
740293940	1.8	WVPRINCE PROPERTIES LLC	444 AUGUSTA DR	ROCKPORT TX 78382-6945		2945 VERIDEA PKWY	VERIDEA PKWY
740081019	2.16	APA VERIDEA INVESTMENTS LLC	2000 BEAR CAT WAY STE 102	MORRISVILLE NC 27560-6620		3138 VERIDEA PKWY	VERIDEA PKWY
730977967	10.27	APA VERIDEA INVESTMENTS LLC	2000 BEAR CAT WAY STE 102	MORRISVILLE NC 27560-6620		3142 VERIDEA PKWY	VERIDEA PKWY
740082199	2.09	WANG, YIFEI MEI, HUA	111 BRIDGEGATE DR	CARY NC 27519-7184		3130 VERIDEA PKWY	VERIDEA PKWY

West CP4 West SF 14

NC Division of Water Quality –Methodology for Identification of Intermittent and Perennial Streams and Their Origins v. 4.1

NC DWQ Stream Identification Form Version 4.1

Date: 11/2/22	Project/Site: Veridea	Latitude: 35.784010
Evaluator: SREC – JH	County: Wake	Longitude: -78.886215
Total Points: *Stream is at least intermittent if ≥ 19 or perennial if ≥ 30** 4	Stream Determination (circle one) Ephemeral Intermittent Perennial	Other B *e.g. Quad Name:*

A. Geomorphology (Subtotal = 1)	Absent	Weak	Moderate	Strong
1a. Continuity of channel bed and bank	0	1	2	3
2. Sinuosity of channel along thalweg	0	1	2	3
3. In-channel structure: ex. riffle-pool, step-pool, ripple-pool sequence	0	1	2	3
4. Particle size of stream substrate	0	1	2	3
5. Active/relict floodplain	0	1	2	3
6. Depositional bars or benches	0	1	2	3
7. Recent alluvial deposits	0	1	2	3
8. Headcuts	0	1	2	3
9. Grade control	0	0.5	1	1.5
10. Natural valley	0	0.5	1	1.5
11. Second or greater order channel artificial ditches are not rated; see discussions in manual	No = 0		Yes = 3	

B. Hydrology (3)				
12. Presence of Baseflow	0	1	2	3
13. Iron oxidizing bacteria	0	1	2	3
14. Leaf litter	1.5	1	0.5	0
15. Sediment on plants or debris	0	0.5	1	1.5
16. Organic debris lines or piles	0	0.5	1	1.5
17. Soil-based evidence of high water table?	No = 0		Yes = 3	

C. Biology (Subtotal = 0)				
18. Fibrous roots in streambed	3	2	1	0.5
19. Rooted upland plants in streambed	3	2	1	0
20. Macrobenthos (note diversity and abundance)	0	1	2	3
21. Aquatic Mollusks	0	1	2	3
22. Fish	0	0.5	1	1.5
23. Crayfish	0	0.5	1	1.5
24. Amphibians	0	0.5	1	1.5
25. Algae	0	0.5	1	1.5
26. Wetland plants in streambed	FACW = 0.75; OBL = 1.5 Other = 0			

*perennial streams may also be identified using other methods. See p. 35 of manual.

Notes:

Sketch:

Soils = Intermittent

USGS = Not Present

JM 12/15/2022

West SF 1

NC Division of Water Quality –Methodology for Identification of Intermittent and Perennial Streams and Their Origins v. 4.1

NC DWQ Stream Identification Form Version 4.1

Date: 11/2/22	Project/Site: Veridea	Latitude: 35.688108
Evaluator: S+EC – AJK + JA + KM	County: Wake	Longitude: -78.864747
Total Points: *Stream is at least intermittent if ≥ 19 or perennial if ≥ 30** 22 23 JM	Stream Determination (circle one) Ephemeral (Intermittent) Perennial	Other C *e.g. Quad Name:*

A. Geomorphology (Subtotal = 11)	Absent	Weak	Moderate	Strong
1[a]. Continuity of channel bed and bank	0	1	(2)	3
2. Sinuosity of channel along thalweg	0	1	(2)	3
3. In-channel structure: ex. riffle-pool, step-pool, ripple-pool sequence	0	(1)	2	3
4. Particle size of stream substrate	0	1	(2)	3
5. Active/relict floodplain	0	1	(2)	3
6. Depositional bars or benches	(0)	1	2	3
7. Recent alluvial deposits	0	(1)	2	3
8. Headcuts	(0)	1	2	3
9. Grade control	(0)	0.5	1	1.5
10. Natural valley	0	0.5	(1)	1.5
11. Second or greater order channel	No = 0		Yes = 3	

[a] artificial ditches are not rated; see discussions in manual

B. Hydrology (6.5)				
12. Presence of Baseflow	0	1	(2)	3
13. Iron oxidizing bacteria	(0)	1	2	3
14. Leaf litter	1.5	(1)	0.5	0
15. Sediment on plants or debris	(0)	0.5	1	1.5
16. Organic debris lines or piles	0	(0.5)	1	1.5
17. Soil-based evidence of high water table?	No = 0		Yes = 3	

C. Biology (Subtotal = 5.5)				
18. Fibrous roots in streambed	3	(2)	1	0
19. Rooted upland plants in streambed	(3)	2	1	0
20. Macrobenthos (note diversity and abundance)	(0)	1	2	3
21. Aquatic Mollusks	(0)	1	2	3
22. Fish	(0)	0.5	1	1.5
23. Crayfish	(0)	0.5	1	1.5
24. Amphibians	0	(0.5)	1	1.5
25. Algae	(0)	0.5	1	1.5
26. Wetland plants in streambed	FACW = 0.75; OBL = 1.5 Other = 0			

*perennial streams may also be identified using other methods. See p. 35 of manual.

Notes:

Sketch:

Soils = Perennial

USGS = Present

JM 11/2/22

West SF16

NC Division of Water Quality –Methodology for Identification of Intermittent and Perennial Streams and Their Origins v. 4.1

NC DWQ Stream Identification Form Version 4.1

Date: 11/2/22	Project/Site: Veridea	Latitude: 35.694123
Evaluator: SFEC - AJK + JH + KM	County: Wake	Longitude: -78.859020
Total Points: Non-Scoreable Feature *Stream is at least intermittent if ≥ 19 or perennial if ≥ 30**	Stream Determination (circle one) Ephemeral Intermittent Perennial	Other C e.g. Quad Name:

A. Geomorphology (Subtotal =)	Absent	Weak	Moderate	Strong
1[a]. Continuity of channel bed and bank	0	1	2	3
2. Sinuosity of channel along thalweg	0	1	2	3
3. In-channel structure: ex. riffle-pool, step-pool, ripple-pool sequence	0	1	2	3
4. Particle size of stream substrate	0	1	2	3
5. Active/relict floodplain	0	1	2	3
6. Depositional bars or benches	0	1	2	3
7. Recent alluvial deposits	0	1	2	3
8. Headcuts	0	1	2	3
9. Grade control	0	0.5	1	1.5
10. Natural valley	0	0.5	1	1.5
11. Second or greater order channel	No = 0		Yes = 3	

[a] artificial ditches are not rated; see discussions in manual

B. Hydrology ( )				
12. Presence of Baseflow	0	1	2	3
13. Iron oxidizing bacteria	0	1	2	3
14. Leaf litter	1.5	1	0.5	0
15. Sediment on plants or debris	0	0.5	1	1.5
16. Organic debris lines or piles	0	0.5	1	1.5
17. Soil-based evidence of high water table?	No = 0		Yes = 3	

C. Biology (Subtotal =)				
18. Fibrous roots in streambed	3	2	1	0
19. Rooted upland plants in streambed	3	2	1	0
20. Macrobenthos (note diversity and abundance)	0	1	2	3
21. Aquatic Mollusks	0	1	2	3
22. Fish	0	0.5	1	1.5
23. Crayfish	0	0.5	1	1.5
24. Amphibians	0	0.5	1	1.5
25. Algae	0	0.5	1	1.5
26. Wetland plants in streambed	FACW = 0.75; OBL = 1.5 Other = 0			

*perennial streams may also be identified using other methods, See p. 35 of manual.

Notes:

Sketch: Non-Scoreable Feature

Soils = Intermittent

USGS = Not Present

JM 12/19/2022

West SF5

NC Division of Water Quality –Methodology for Identification of Intermittent and Perennial Streams and Their Origins v. 4.1

NC DWQ Stream Identification Form Version 4.1

Date: 11/2/22	Project/Site: Veridea	Latitude: 35691656
Evaluator: S+EC – AJK+ KW	County: Wake	Longitude: -78.862456
Total Points: *Stream is at least intermittent if ≥ 19 or perennial if ≥ 30** 12.25	Stream Determination (circle one) (Ephemeral) Intermittent Perennial	Other C *e.g. Quad Name:*

A. Geomorphology (Subtotal = 5)	Absent	Weak	Moderate	Strong
1[a]. Continuity of channel bed and bank	0	(1)	2	3
2. Sinuosity of channel along thalweg	0	(1)	2	3
3. In-channel structure: ex. riffle-pool, step-pool, ripple-pool sequence	0	(1)	2	3
4. Particle size of stream substrate	(0)	1	2	3
5. Active/relict floodplain	0	(1)	2	3
6. Depositional bars or benches	(0)	1	2	3
7. Recent alluvial deposits	(0)	1	2	3
8. Headcuts	(0)	1	2	3
9. Grade control	(0)	0.5	1	1.5
10. Natural valley	0	0.5	(1)	1.5
11. Second or greater order channel	No = (0)		Yes = 3	

[a] artificial ditches are not rated; see discussions in manual

B. Hydrology (3.5)				
12. Presence of Baseflow	(0)	1	2	3
13. Iron oxidizing bacteria	(0)	1	2	3
14. Leaf litter	1.5	1	0.5	(0)
15. Sediment on plants or debris	0	(0.5)	1	1.5
16. Organic debris lines or piles	(0)	0.5	1	1.5
17. Soil-based evidence of high water table?	No = 0		Yes = (3)	

C. Biology (Subtotal = 3.75)				
18. Fibrous roots in streambed	3	2	(1)	0
19. Rooted upland plants in streambed	3	(2)	1	0
20. Macrobenthos (note diversity and abundance)	(0)	1	2	3
21. Aquatic Mollusks	(0)	1	2	3
22. Fish	(0)	0.5	1	1.5
23. Crayfish	(0)	0.5	1	1.5
24. Amphibians	(0)	0.5	1	1.5
25. Algae	(0)	0.5	1	1.5
26. Wetland plants in streambed	FACW = (0.75) OBL = 1.5 Other = 0			

*perennial streams may also be identified using other methods. See p. 35 of manual.

Notes:

Sketch:

Soils = Perennial
USGS = Not Present

11/15/2022

West SF4

NC Division of Water Quality –Methodology for Identification of Intermittent and Perennial Streams and Their Origins v. 4.1

NC DWQ Stream Identification Form Version 4.1

Date: 11/2/22	Project/Site: Veridea	Latitude: 35.688188
Evaluator: SEC - AJK, JH, KM	County: Wake	Longitude: -78.874638
Total Points: *Stream is at least intermittent if ≥ 19 or perennial if ≥ 30** 11.5	Stream Determination (circle one) (Ephemeral) Intermittent Perennial	Other E *e.g. Quad Name:*

A. Geomorphology (Subtotal = 8)	Absent	Weak	Moderate	Strong
1a. Continuity of channel bed and bank	0	1	(2)	3
2. Sinuosity of channel along thalweg	0	1	(2)	3
3. In-channel structure: ex. riffle-pool, step-pool, ripple-pool sequence	0	(1)	2	3
4. Particle size of stream substrate	0	(1)	2	3
5. Active/relict floodplain	0	(1)	2	3
6. Depositional bars or benches	(0)	1	2	3
7. Recent alluvial deposits	(0)	1	2	3
8. Headcuts	(0)	1	2	3
9. Grade control	(0)	0.5	1	1.5
10. Natural valley	0	0.5	(1)	1.5
11. Second or greater order channel	No = (0)		Yes = 3	

a artificial ditches are not rated; see discussions in manual

B. Hydrology (Subtotal = 5)				
12. Presence of Baseflow	(0)	1	2	3
13. Iron oxidizing bacteria	(0)	1	2	3
14. Leaf litter	1.5	1	0.5	(0)
15. Sediment on plants or debris	(0)	0.5	1	1.5
16. Organic debris lines or piles	0	(0.5)	1	1.5
17. Soil-based evidence of high water table?	No = (0)		Yes = 3	

C. Biology (Subtotal = 3)				
18. Fibrous roots in streambed	3	2	(1)	0
19. Rooted upland plants in streambed	3	(2)	1	0
20. Macrobenthos (note diversity and abundance)	(0)	1	2	3
21. Aquatic Mollusks	(0)	1	2	3
22. Fish	(0)	0.5	1	1.5
23. Crayfish	(0)	0.5	1	1.5
24. Amphibians	(0)	0.5	1	1.5
25. Algae	(0)	0.5	1	1.5
26. Wetland plants in streambed	FACW = 0.75; OBL = 1.5 Other = (0)			

*perennial streams may also be identified using other methods. See p. 35 of manual.

Notes:

Sketch:

Soils = Intermittent

VSCS = Not Present

JM 12/15/2022

WEST SFHD (FEATURE G)

NC Division of Water Quality –Methodology for Identification of Intermittent and Perennial Streams and Their Origins v. 4.1

NC DWQ Stream Identification Form Version 4.1

Date: 11/02/2022	Project/Site: Heridan	Latitude: 35.602574
Evaluator: SBEC - JOSHUA HARVEY	County: WAKE	Longitude: -78.789561
Total Points: *Stream is at least intermittent if ≥ 19 or perennial if ≥ 30** NO SIGNIFICANT FEATURE	Stream Determination (circle one) Ephemeral Intermittent Perennial	Other G *e.g. Quad Name:*

A. Geomorphology (Subtotal = ✓)	Absent	Weak	Moderate	Strong
1[a]. Continuity of channel bed and bank	0	1	2	3
2. Sinuosity of channel along thalweg	0	1	2	3
3. In-channel structure: ex. riffle-pool, step-pool, ripple-pool sequence	0	1	2	3
4. Particle size of stream substrate	0	1	2	3
5. Active/relict floodplain	0	1	2	3
6. Depositional bars or benches	0	1	2	3
7. Recent alluvial deposits	0	1	2	3
8. Headcuts	0	1	2	3
9. Grade control	0	0.5	1	1.5
10. Natural valley	0	0.5	1	1.5
11. Second or greater order channel artificial ditches are not rated; see discussions in manual	No = 0		Yes = 3	

B. Hydrology (Subtotal = ✓)				
12. Presence of Baseflow	0	1	2	3
13. Iron oxidizing bacteria	0	1	2	3
14. Leaf litter	1.5	1	0.5	0
15. Sediment on plants or debris	0	0.5	1	1.5
16. Organic debris lines or piles	0	0.5	1	1.5
17. Soil-based evidence of high water table?	No = 0		Yes = 3	

C. Biology (Subtotal = ✓)				
18. Fibrous roots in streambed	3	2	1	0
19. Rooted upland plants in streambed	3	2	1	0
20. Macrobenthos (note diversity and abundance)	0	1	2	3
21. Aquatic Mollusks	0	1	2	3
22. Fish	0	0.5	1	1.5
23. Crayfish	0	0.5	1	1.5
24. Amphibians	0	0.5	1	1.5
25. Algae	0	0.5	1	1.5
26. Wetland plants in streambed	FACW = 0.75; OBL = 1.5 Other = 0			

*perennial streams may also be identified using other methods. See p. 35 of manual.

Notes:

Sketch:

Soil = Intermittent

USGS = Not Present

JM 11/02/2022

West SF3

JM 1/20/2023

NC Division of Water Quality –Methodology for Identification of Intermittent and Perennial Streams and Their Origins v. 4.1

NC DWQ Stream Identification Form Version 4.1

Date: 11/2/22	Project/Site: Veridea	Latitude: 35.689827
Evaluator: SHEC-AJK + KM+JH	County: Wake	Longitude: -78.869936
Total Points: *Stream is at least intermittent if ≥ 19 or perennial if ≥ 30** 9.5	Stream Determination (circle one) (Ephemeral) Intermittent Perennial	Other H *e.g. Quad Name:*

A. Geomorphology (Subtotal = 3.5)	Absent	Weak	Moderate	Strong
1[a]. Continuity of channel bed and bank	0	(1)	(2)	3
2. Sinuosity of channel along thalweg	0	(1)	(2) JM	3
3. In-channel structure: ex. riffle-pool, step-pool, ripple-pool sequence	(0)	1	2	3
4. Particle size of stream substrate	(0)	1	2	3
5. Active/relict floodplain	0	(1) JM	2	3
6. Depositional bars or benches	(0)	1	2	3
7. Recent alluvial deposits	(0)	1	2	3
8. Headcuts	(0)	1	2	3
9. Grade control	(0)	0.5	1	1.5
10. Natural valley	0	(0.5)	1	1.5
11. Second or greater order channel	No = (0)		Yes = 3	

[a] artificial ditches are not rated; see discussions in manual

B. Hydrology (3)				
12. Presence of Baseflow	(0)	(1) JM	2	3
13. Iron oxidizing bacteria	(0)	(1) JM	2	3
14. Leaf litter	1.5	(1) JM	0.5	(0)
15. Sediment on plants or debris	(0)	(0.5)	1	1.5
16. Organic debris lines or piles	(0)	0.5	1	1.5
17. Soil-based evidence of high water table?	No = 0		Yes = (3)	

C. Biology (Subtotal = 3)				
18. Fibrous roots in streambed	3	2	(1)	0
19. Rooted upland plants in streambed	3	(2)	1	0
20. Macrobenthos (note diversity and abundance)	(0)	1	2	3
21. Aquatic Mollusks	(0)	1	2	3
22. Fish	(0)	0.5	1	1.5
23. Crayfish	(0)	0.5	1	1.5
24. Amphibians	(0)	0.5	1	1.5
25. Algae	(0)	0.5	1	1.5
26. Wetland plants in streambed	FACW = 0.75; OBL = 1.5 Other = (0)			

*perennial streams may also be identified using other methods. See p. 35 of manual.

Notes:

Sketch:

Soils = Intermittent
VSCS = Not Present

12/15/2022

West SF2

NC Division of Water Quality –Methodology for Identification of Intermittent and Perennial Streams and Their Origins v. 4.1

NC DWQ Stream Identification Form Version 4.1

Date: 11/2/22	Project/Site: Veridea	Latitude: 35.689824
Evaluator: S+EC - AJK + JH + KM	County: Wake	Longitude: -78.868594
Total Points: *Stream is at least intermittent if ≥ 19 or perennial if ≥ 30** 14	Stream Determination (circle one) (Ephemeral) Intermittent Perennial	Other J *e.g. Quad Name:*

A. Geomorphology (Subtotal = 6)	Absent	Weak	Moderate	Strong
1[a]. Continuity of channel bed and bank	0	(1)	2	3
2. Sinuosity of channel along thalweg	0	(1)	2	3
3. In-channel structure: ex. riffle-pool, step-pool, ripple-pool sequence	0	(1)	2	3
4. Particle size of stream substrate	0	(1)	2	3
5. Active/relict floodplain	0	(1)	2	3
6. Depositional bars or benches	(0)	1	2	3
7. Recent alluvial deposits	(0)	1	2	3
8. Headcuts	(0)	1	2	3
9. Grade control	(0)	0.5	1	1.5
10. Natural valley	0	0.5	(1)	1.5
11. Second or greater order channel	No = (0)		Yes = 3	

[a] artificial ditches are not rated; see discussions in manual

B. Hydrology (5)				
12. Presence of Baseflow	(0)	1	2	3
13. Iron oxidizing bacteria	(0)	1	2	3
14. Leaf litter	1.5	(1)	0.5	0
15. Sediment on plants or debris	0	(0.5)	1	1.5
16. Organic debris lines or piles	0	(0.5)	1	1.5
17. Soil-based evidence of high water table?	No = 0		Yes = (3)	

C. Biology (Subtotal = 3)				
18. Fibrous roots in streambed	3	2	(1)	0
19. Rooted upland plants in streambed	3	(2)	1	0
20. Macrobenthos (note diversity and abundance)	(0)	1	2	3
21. Aquatic Mollusks	(0)	1	2	3
22. Fish	(0)	0.5	1	1.5
23. Crayfish	(0)	0.5	1	1.5
24. Amphibians	(0)	0.5	1	1.5
25. Algae	(0)	0.5	1	1.5
26. Wetland plants in streambed	FACW = 0.75; OBL = 1.5 Other = (0)			

*perennial streams may also be identified using other methods. See p. 35 of manual.

Notes:

Sketch:

Soils = Intermittent

USGS = Not Present

12/15/2022

West
SF28 JM 11/30/2022

NC Division of Water Quality --Methodology for Identification of Intermittent and Perennial Streams and Their Origins v. 4.1

NC DWQ Stream Identification Form Version 4.1

Date: 11/3/22	Project/Site: Veridea	Latitude: 35.695273
Evaluator: S+EC-AJK	County: Wake	Longitude: -78.862219
Total Points: *Stream is at least intermittent if ≥ 19 or perennial if ≥ 30** 15	Stream Determination (circle one) (Ephemeral) Intermittent Perennial	Other *e.g. Quad Name:* K

A. Geomorphology (Subtotal = 8)	Absent	Weak	Moderate	Strong
1[a] Continuity of channel bed and bank	0	(1)	2	3
2. Sinuosity of channel along thalweg	0	(1)	2	3
3. In-channel structure: ex. riffle-pool, step-pool, ripple-pool sequence	0	(1)	2	3
4. Particle size of stream substrate	0	1	(2)	3
5. Active/relict floodplain	(0)	1	2	3
6. Depositional bars or benches	(0)	1	2	3
7. Recent alluvial deposits	0	(1)	2	3
8. Headcuts	(0)	1	2	3
9. Grade control	0	0.5	(1)	1.5
10. Natural valley	0	0.5	(1)	1.5
11. Second or greater order channel	No = (0)		Yes = 3	

[a] artificial ditches are not rated; see discussions in manual

B. Hydrology (4)				
12. Presence of Baseflow	(0)	(1) JM	2	3
13. Iron oxidizing bacteria	(0)	1	2	3
14. Leaf litter	1.5	1	(0.5)	0
15. Sediment on plants or debris	(0)	0.5	(1) JM	1.5
16. Organic debris lines or piles	0	(0.5)	1	1.5
17. Soil-based evidence of high water table?	No = 0		Yes = (3)	

C. Biology (Subtotal = 3)				
18. Fibrous roots in streambed	3	(2)	1	0
19. Rooted upland plants in streambed	3	2	(1)	0
20. Macrobenthos (note diversity and abundance)	(0)	1	2	3
21. Aquatic Mollusks	(0)	1	2	3
22. Fish	(0)	0.5	1	1.5
23. Crayfish	(0)	0.5	1	1.5
24. Amphibians	(0)	0.5	1	1.5
25. Algae	(0)	0.5	1	1.5
26. Wetland plants in streambed	FACW = 0.75; OBL = 1.5 Other = 0			

*perennial streams may also be identified using other methods. See p. 35 of manual.

Notes:

Sketch:

Soils = Intermittent
USGS = Not Present

JM 12/15/2022

West

SF29 NC Division of Water Quality – Methodology for Identification of Intermittent and Perennial Streams and Their Origins v. 4.1

NC DWQ Stream Identification Form Version 4.1

Date: 11/3/22	Project/Site: Veridea	Latitude: 35.694757
Evaluator: S+EC - AJK	County: Wake	Longitude: -78.862695
Total Points: 22.5 *Stream is at least intermittent if ≥ 19 or perennial if ≥ 30**	Stream Determination (circle one) Ephemeral (Intermittent) Perennial	Other K e.g. Quad Name:

A. Geomorphology (Subtotal = 14)	Absent	Weak	Moderate	Strong
1[a] Continuity of channel bed and bank	0	1	2	(3)
2. Sinuosity of channel along thalweg	0	1	2	(3)
3. In-channel structure: ex. riffle-pool, step-pool, ripple-pool sequence	0	1	(2)	3
4. Particle size of stream substrate	0	(1)	2	3
5. Active/relict floodplain	(0)	1	2	3
6. Depositional bars or benches	0	(1)	2	3
7. Recent alluvial deposits	0	(1)	2	3
8. Headcuts	0	(1)	2	3
9. Grade control	0	0.5	(1)	1.5
10. Natural valley	0	0.5	(1)	1.5
11. Second or greater order channel	No = (0)		Yes = 3	

[a] artificial ditches are not rated; see discussions in manual

B. Hydrology (4.5)				
12. Presence of Baseflow	(0)	1	2	3
13. Iron oxidizing bacteria	(0)	1	2	3
14. Leaf litter	1.5	1	(0.5)	0
15. Sediment on plants or debris	0	(0.5)	1	1.5
16. Organic debris lines or piles	0	(0.5)	1	1.5
17. Soil-based evidence of high water table?	No = 0		Yes = (3)	

C. Biology (Subtotal = 4)				
18. Fibrous roots in streambed	3	(2)	1	0
19. Rooted upland plants in streambed	3	(2)	1	0
20. Macrobenthos (note diversity and abundance)	(0)	1	2	3
21. Aquatic Mollusks	(0)	1	2	3
22. Fish	(0)	0.5	1	1.5
23. Crayfish	(0)	0.5	1	1.5
24. Amphibians	(0)	0.5	1	1.5
25. Algae	(0)	0.5	1	1.5
26. Wetland plants in streambed	FACW = 0.75; OBL = 1.5 Other = (0)			

*perennial streams may also be identified using other methods. See p. 35 of manual.

Notes:

Sketch:

Soils = Intermittent,
USGS = Not Present

JM 10/13/2022

West

SF30

NC Division of Water Quality –Methodology for Identification of Intermittent and Perennial Streams and Their Origins v. 4.1

NC DWQ Stream Identification Form Version 4.1

Date: 11/3/22	Project/Site: Veridea	Latitude: 35.694807
Evaluator: S+EC – AJK	County: Wake	Longitude: -78.863007
Total Points: *Stream is at least intermittent if ≥ 19 or perennial if ≥ 30** 10	Stream Determination (circle one) (Ephemeral) Intermittent Perennial	Other R *e.g. Quad Name:*

A. Geomorphology (Subtotal = 7)	Absent	Weak	Moderate	Strong
1[a] Continuity of channel bed and bank	0	1	(2)	3
2. Sinuosity of channel along thalweg	0	(1)	2	3
3. In-channel structure: ex. riffle-pool, step-pool, ripple-pool sequence	0	1	(2)	3
4. Particle size of stream substrate	0	(1)	2	3
5. Active/relict floodplain	(0)	1	2	3
6. Depositional bars or benches	(0)	1	2	3
7. Recent alluvial deposits	(0)	1	2	3
8. Headcuts	(0)	1	2	3
9. Grade control	0	(0.5)	1	1.5
10. Natural valley	0	(0.5)	1	1.5
11. Second or greater order channel	No = (0)		Yes = 3	

[a] artificial ditches are not rated; see discussions in manual

B. Hydrology (0)				
12. Presence of Baseflow	(0)	1	2	3
13. Iron oxidizing bacteria	(0)	1	2	3
14. Leaf litter	1.5	1	0.5	(0)
15. Sediment on plants or debris	(0)	0.5	1	1.5
16. Organic debris lines or piles	(0)	0.5	1	1.5
17. Soil-based evidence of high water table?	No = (0)		Yes = 3	

C. Biology (Subtotal = 3)				
18. Fibrous roots in streambed	3	(2)	1	0
19. Rooted upland plants in streambed	3	2	(1)	0
20. Macrobenthos (note diversity and abundance)	(0)	1	2	3
21. Aquatic Mollusks	(0)	1	2	3
22. Fish	(0)	0.5	1	1.5
23. Crayfish	(0)	0.5	1	1.5
24. Amphibians	(0)	0.5	1	1.5
25. Algae	(0)	0.5	1	1.5
26. Wetland plants in streambed	FACW = 0.75; OBL = 1.5 Other = (0)			

*perennial streams may also be identified using other methods. See p. 35 of manual.

Notes:

Sketch:

Soils = Intermittent

USGS = Not Present

JM 12/15/2022

JM 1/20/2023

West

SF31 NC Division of Water Quality –Methodology for Identification of Intermittent and Perennial Streams and Their Origins v. 4.1

NC DWQ Stream Identification Form Version 4.1

Date: 11/3/2022	Project/Site: Veridea	Latitude: 35.694541
Evaluator: S+EC-AJK	County: Wake	Longitude: -78.863163
Total Points: *Stream is at least intermittent if ≥ 19 or perennial if ≥ 30** 12	Stream Determination (circle one) (Ephemeral) Intermittent Perennial	Other *e g Quad Name:* K

A. Geomorphology (Subtotal = 5)	Absent	Weak	Moderate	Strong
1[a] Continuity of channel bed and bank	0	(1)	2	3
2. Sinuosity of channel along thalweg	0	(1)	2	3
3. In-channel structure: ex. riffle-pool, step-pool, ripple-pool sequence	0	(1)	2	3
4. Particle size of stream substrate	0	(1)	2	3
5. Active/relict floodplain	(0)	1	2	3
6. Depositional bars or benches	(0)	1	2	3
7 Recent alluvial deposits	(0)	1	2	3
8. Headcuts	(0)	1	2	3
9. Grade control	(0)	0 5	1	1.5
10. Natural valley	0	0.5	(1)	1.5
11. Second or greater order channel	No = (0)		Yes = 3	

[a] artificial ditches are not rated; see discussions in manual

B. Hydrology (3)				
12 Presence of Baseflow	(0)	(1) JM	2	3
13 Iron oxidizing bacteria	(0)	1	2	3
14 Leaf litter	1.5	1	0.5	(0)
15 Sediment on plants or debris	(0)	0.5	(1) JM	1.5
16. Organic debris lines or piles	(0)	0.5	1	1.5
17 Soil-based evidence of high water table?	No = 0		Yes = (3)	

C. Biology (Subtotal = 4)				
18. Fibrous roots in streambed	3	(2)	1	0
19. Rooted upland plants in streambed	3	(2)	1	0
20. Macrobenthos (note diversity and abundance)	(0)	1	2	3
21. Aquatic Mollusks	(0)	1	2	3
22. Fish	(0)	0.5	1	1.5
23. Crayfish	(0)	0.5	1	1.5
24. Amphibians	(0)	0.5	1	1.5
25. Algae	(0)	0.5	1	1.5
26. Wetland plants in streambed	FACW = 0 75; OBL = 1,5 Other = (0)			

*perennial streams may also be identified using other methods. See p 35 of manual

Notes:

Sketch:

Soils = Intermittent

USGS = Not Present

JM 12/15/2022

West

SF32 NC Division of Water Quality – Methodology for Identification of Intermittent and Perennial Streams and Their Origins v. 4.1

NC DWQ Stream Identification Form Version 4.1

Date: 11/3/22	Project/Site: Veridea	Latitude: 35.694109
Evaluator: SFEC – AJK	County: Wake	Longitude: -78.863801
Total Points: *Stream is at least intermittent if ≥ 19 or perennial if ≥ 30** 24	Stream Determination (circle one) Ephemeral (Intermittent) Perennial	Other e.g. Quad Name: R

A. Geomorphology (Subtotal = 14)	Absent	Weak	Moderate	Strong
1[a] Continuity of channel bed and bank	0	1	2	(3)
2. Sinuosity of channel along thalweg	0	1	2	(3)
3. In-channel structure: ex. riffle-pool, step-pool, ripple-pool sequence	0	1	(2)	3
4. Particle size of stream substrate	0	1	(2)	3
5. Active/relict floodplain	(0)	1	2	3
6. Depositional bars or benches	0	(1)	2	3
7. Recent alluvial deposits	0	(1)	2	3
8. Headcuts	(0)	1	2	3
9. Grade control	0	0.5	(1)	1.5
10. Natural valley	0	0.5	(1)	1.5
11. Second or greater order channel	No = (0)		Yes = 3	

[a] artificial ditches are not rated; see discussions in manual

B. Hydrology (5)				
12. Presence of Baseflow	(0)	1	2	3
13. Iron oxidizing bacteria	(0)	1	2	3
14. Leaf litter	1.5	1	(0.5)	0
15. Sediment on plants or debris	0	(0.5)	1	1.5
16. Organic debris lines or piles	0	0.5	(1)	1.5
17. Soil-based evidence of high water table?	No = 0		Yes = (3)	

C. Biology (Subtotal = 5)				
18. Fibrous roots in streambed	3	(2)	1	0
19. Rooted upland plants in streambed	(3)	2	1	0
20. Macrobenthos (note diversity and abundance)	(0)	1	2	3
21. Aquatic Mollusks	(0)	1	2	3
22. Fish	(0)	0.5	1	1.5
23. Crayfish	(0)	0.5	1	1.5
24. Amphibians	(0)	0.5	1	1.5
25. Algae	(0)	0.5	1	1.5
26. Wetland plants in streambed	FACW = 0.75; OBL = 1.5 Other = (0)			

*perennial streams may also be identified using other methods. See p. 35 of manual

Notes:

Sketch:

Soils = Intermittent

VSBS = Not Present

JH 10/20/2022

West SF 15

NC Division of Water Quality –Methodology for Identification of Intermittent and Perennial Streams and Their Origins v. 4.1

NC DWQ Stream Identification Form Version 4.1

Date: 11/2/22	Project/Site: Veridea	Latitude: 35.694785
Evaluator: SHEC - AJK + KM	County: Wake	Longitude: -78.861676
Total Points: *Stream is at least intermittent if ≥ 19 or perennial if ≥ 30** 12	Stream Determination (circle one) (Ephemeral) Intermittent Perennial	Other L *e.g. Quad Name:*

A. Geomorphology (Subtotal = 5)	Absent	Weak	Moderate	Strong
1[a]. Continuity of channel bed and bank	0	(1)	2	3
2. Sinuosity of channel along thalweg	0	(1)	2	3
3. In-channel structure: ex. riffle-pool, step-pool, ripple-pool sequence	(0)	1	2	3
4. Particle size of stream substrate	0	(1)	2	3
5. Active/relict floodplain	0	(1)	2	3
6. Depositional bars or benches	(0)	1	2	3
7. Recent alluvial deposits	(0)	1	2	3
8. Headcuts	(0)	1	2	3
9. Grade control	(0)	0.5	1	1.5
10. Natural valley	0	0.5	(1)	1.5
11. Second or greater order channel	No = (0)		Yes = 3	

[a] artificial ditches are not rated; see discussions in manual

B. Hydrology (Subtotal = 4)				
12. Presence of Baseflow	(0)	1	2	3
13. Iron oxidizing bacteria	(0)	1	2	3
14. Leaf litter	1.5	1	0.5	(0)
15. Sediment on plants or debris	0	(0.5)	1	1.5
16. Organic debris lines or piles	0	(0.5)	1	1.5
17. Soil-based evidence of high water table?	No = 0		Yes = (3)	

C. Biology (Subtotal = 3)				
18. Fibrous roots in streambed	3	2	(1)	0
19. Rooted upland plants in streambed	3	(2)	1	0
20. Macrobenthos (note diversity and abundance)	(0)	1	2	3
21. Aquatic Mollusks	(0)	1	2	3
22. Fish	(0)	0.5	1	1.5
23. Crayfish	(0)	0.5	1	1.5
24. Amphibians	(0)	0.5	1	1.5
25. Algae	(0)	0.5	1	1.5
26. Wetland plants in streambed	FACW = 0.75; OBL = 1.5 Other = (0)			

*perennial streams may also be identified using other methods. See p. 35 of manual.

Notes:

Sketch:

Soils = Intermittent

USGS = Not Present

11/2/2022

West SFB

NC DWQ Stream Identification Form Version 4.11

Date: 11/2/22	Project/Site: Veridea	Latitude: 35.700631
Evaluator: StEC – JH	County: Wake	Longitude: -78.860357
Total Points: *Stream is at least intermittent if ≥ 19 or perennial if ≥ 30** 13.5	Stream Determination (circle one) (Ephemeral) Intermittent Perennial	Other AA *e.g. Quad Name:*

A. Geomorphology (Subtotal = 7.5)	Absent	Weak	Moderate	Strong
1[a]. Continuity of channel bed and bank	0	1	(2)	3
2. Sinuosity of channel along thalweg	0	1	(2)	3
3. In-channel structure: ex. riffle-pool, step-pool, ripple-pool sequence	0	(1)	2	3
4. Particle size of stream substrate	0	(1)	2	3
5. Active/relict floodplain	(0)	1	2	3
6. Depositional bars or benches	0	(1)	2	3
7. Recent alluvial deposits	(0)	1	2	3
8. Headcuts	(0)	1	2	3
9. Grade control	(0)	0.5	1	1.5
10. Natural valley	0	(0.5)	1	1.5
11. Second or greater order channel	(No = 0)		Yes = 3	

[a] artificial ditches are not rated; see discussions in manual

B. Hydrology (Subtotal = 0)				
12. Presence of Baseflow	(0)	1	2	3
13. Iron oxidizing bacteria	(0)	1	2	3
14. Leaf litter	1.5	1	0.5	(0)
15. Sediment on plants or debris	(0)	0.5	1	1.5
16. Organic debris lines or piles	(0)	0.5	1	1.5
17. Soil-based evidence of high water table?		(No = 0)	Yes = 3	

C. Biology (Subtotal = 6)				
18. Fibrous roots in streambed	(3)	2	1	0
19. Rooted upland plants in streambed	(3)	2	1	0
20. Macrobenthos (note diversity and abundance)	(0)	1	2	3
21. Aquatic Mollusks	(0)	1	2	3
22. Fish	(0)	0.5	1	1.5
23. Crayfish	(0)	0.5	1	1.5
24. Amphibians	(0)	0.5	1	1.5
25. Algae	(0)	0.5	1	1.5
26. Wetland plants in streambed	FACW = 0.75; OBL = 1.5 Other (= 0)			

*perennial streams may also be identified using other methods. See p. 35 of manual.

Notes:

Sketch:

Soils = Perennial

VSCS = Present

JM 11/2/22

West SF 13

NC Division of Water Quality –Methodology for Identification of Intermittent and Perennial Streams and Their Origins v. 4.1

NC DWQ Stream Identification Form Version 4.1

Date: 11/02/2022	Project/Site: Vendeu	Latitude: 35.648832
Evaluator: JH	County: Wake	Longitude: -78.861887
Total Points: *Stream is at least intermittent if ≥ 19 or perennial if ≥ 30** 19	Stream Determination (circle one) Ephemeral Intermittent Perennial	Other O *e.g. Quad Name:*

A. Geomorphology (Subtotal = 7.5)	Absent	Weak	Moderate	Strong
1[a]. Continuity of channel bed and bank	0	1	2	(3)
2. Sinuosity of channel along thalweg	0	1	(2)	3
3. In-channel structure: ex. riffle-pool, step-pool, ripple-pool sequence	(0)	1	2	3
4. Particle size of stream substrate	0	(1)	2	3
5. Active/relict floodplain	(0)	1	2	3
6. Depositional bars or benches	0	(1)	2	3
7. Recent alluvial deposits	(0)	1	2	3
8. Headcuts	(0)	1	2	3
9. Grade control	(0)	0.5	1	1.5
10. Natural valley	0	(0.5)	1	1.5
11. Second or greater order channel	No = 0		Yes = 3	

[a] artificial ditches are not rated; see discussions in manual

B. Hydrology (5)				
12. Presence of Baseflow	0	(1)	2	3
13. Iron oxidizing bacteria	(0)	1	2	3
14. Leaf litter	1.5	1	(0.5)	0
15. Sediment on plants or debris	(0)	0.5	1	1.5
16. Organic debris lines or piles	0	(0.5)	1	1.5
17. Soil-based evidence of high water table?	No = 0		Yes = 3	

C. Biology (Subtotal = 10.5)				
18. Fibrous roots in streambed	(3)	2	1	0
19. Rooted upland plants in streambed	(3)	2	1	0
20. Macrobenthos (note diversity and abundance)	(0)	1	2	3
21. Aquatic Mollusks	(0)	1	2	3
22. Fish	(0)	0.5	1	1.5
23. Crayfish	(0)	0.5	1	1.5
24. Amphibians	(0)	(0.5)	1	1.5
25. Algae	(0)	0.5	1	1.5
26. Wetland plants in streambed	FACW = 0.75; OBL = 1.5 Other = 0			

*perennial streams may also be identified using other methods. See p. 35 of manual.

Notes:

Sketch:

Soils = Perennial

USGS = Present

JM 12/15/2022

West SF12

NC Division of Water Quality –Methodology for Identification of Intermittent and Perennial Streams and Their Origins v. 4.1

NC DWQ Stream Identification Form Version 4.1

Date: 11/22/2022	Project/Site: Vernon	Latitude: 35.698448
Evaluator: JH	County: Wayne	Longitude: -78.3626260
Total Points: 11.5 *Stream is at least intermittent if ≥ 19 or perennial if ≥ 30**	Stream Determination (circle one) Ephemeral Intermittent Perennial	Other *e.g. Quad Name:*

A. Geomorphology (Subtotal = 4)	Absent	Weak	Moderate	Strong
1. Continuity of channel bed and bank	0	1	2	3
2. Sinuosity of channel along thalweg	0	1	2	3
3. In-channel structure: ex. riffle-pool, step-pool, ripple-pool sequence	0	1	2	3
4. Particle size of stream substrate	0	1	2	3
5. Active/relict floodplain	0	1	2	3
6. Depositional bars or benches	0	1	2	3
7. Recent alluvial deposits	0	1	2	3
8. Headcuts	0	1	2	3
9. Grade control	0	0.5	1	1.5
10. Natural valley	0	0.5	1	1.5
11. Second or greater order channel	No = 0		Yes = 3	

artificial ditches are not rated; see discussions in manual

B. Hydrology (2.5)				
12. Presence of Baseflow	0	1	2	3
13. Iron oxidizing bacteria	0	1	2	3
14. Leaf litter	1.5	1	0.5	0
15. Sediment on plants or debris	0	0.5	1	1.5
16. Organic debris lines or piles	0	0.5	1	1.5
17. Soil-based evidence of high water table?	No = 0		Yes = 3	

C. Biology (Subtotal = 4)				
18. Fibrous roots in streambed	3	2	1	0
19. Rooted upland plants in streambed	3	2	1	0
20. Macrobenthos (note diversity and abundance)	0	1	2	3
21. Aquatic Mollusks	0	1	2	3
22. Fish	0	0.5	1	1.5
23. Crayfish	0	0.5	1	1.5
24. Amphibians	0	0.5	1	1.5
25. Algae	0	0.5	1	1.5
26. Wetland plants in streambed	FACW = 0.75; OBL = 1.5 Other = 0			

*perennial streams may also be identified using other methods. See p, 35 of manual.

Notes:

Sketch:

Soils = Perennial
USGS = Present

JM 11/22

West 5th 10

NC Division of Water Quality –Methodology for Identification of Intermittent and Perennial Streams and Their Origins v. 4.1

NC DWQ Stream Identification Form Version 4.1

Date: 11/02/2022	Project/Site: Lewellen	Latitude: 35.647567
Evaluator: JH	County: Lenoir	Longitude: -78.864030
Total Points: 16 *Stream is at least intermittent if ≥ 19 or perennial if ≥ 30**	Stream Determination (circle one) Ephemeral Intermittent Perennial	Other 0 *e.g. Quad Name:*

A. Geomorphology (Subtotal = 7)	Absent	Weak	Moderate	Strong
1a. Continuity of channel bed and bank	0	1	2	3
2. Sinuosity of channel along thalweg	0	1	2	3
3. In-channel structure: ex. riffle-pool, step-pool, ripple-pool sequence	0	1	2	3
4. Particle size of stream substrate	0	1	2	3
5. Active/relict floodplain	0	1	2	3
6. Depositional bars or benches	0	1	2	3
7. Recent alluvial deposits	0	1	2	3
8. Headcuts	0	1	2	3
9. Grade control	0	0.5	1	1.5
10. Natural valley	0	0.5	1	1.5
11. Second or greater order channel	No = 0		Yes = 3	

[a] artificial ditches are not rated; see discussions in manual

B. Hydrology (Subtotal = 4)				
12. Presence of Baseflow	0	1	2	3
13. Iron oxidizing bacteria	0	1	2	3
14. Leaf litter	1.5	1	0.5	0
15. Sediment on plants or debris	0	0.5	1	1.5
16. Organic debris lines or piles	0	0.5	1	1.5
17. Soil-based evidence of high water table?	No = 0		Yes = 3	

C. Biology (Subtotal = 5)				
18. Fibrous roots in streambed	3	2	1	0
19. Rooted upland plants in streambed	3	2	1	0
20. Macrobenthos (note diversity and abundance)	0	1	2	3
21. Aquatic Mollusks	0	1	2	3
22. Fish	0	0.5	1	1.5
23. Crayfish	0	0.5	1	1.5
24. Amphibians	0	0.5	1	1.5
25. Algae	0	0.5	1	1.5
26. Wetland plants in streambed	FACW = 0.75; OBL = 1.5 Other = 0			

*perennial streams may also be identified using other methods. See p. 35 of manual.

Notes:

Sketch:

Soils = Perennial

USGS = Present

JM 12/

West SF11

NC Division of Water Quality –Methodology for Identification of Intermittent and Perennial Streams and Their Origins v. 4.1

NC DWQ Stream Identification Form Version 4.1

Date: 11/02/2022	Project/Site: Verden	Latitude: 35.697734
Evaluator: JH	County: Warren	Longitude: -78.863691
Total Points: *Stream is at least intermittent if ≥ 19 or perennial if ≥ 30** 21	Stream Determination (circle one) Ephemeral Intermittent Perennial	Other 0 *e.g. Quad Name:* —

A. Geomorphology (Subtotal = 11)	Absent	Weak	Moderate	Strong
1[a] Continuity of channel bed and bank	0	1	2	3
2. Sinuosity of channel along thalweg	0	1	2	3
3. In-channel structure: ex. riffle-pool, step-pool, ripple-pool sequence	0	1	2	3
4. Particle size of stream substrate	0	1	2	3
5. Active/relict floodplain	0	1	2	3
6. Depositional bars or benches	0	1	2	3
7. Recent alluvial deposits	0	1	2	3
8. Headcuts	0	1	2	3
9. Grade control	0	0.5	1	1.5
10. Natural valley	0	0.5	1	1.5
11. Second or greater order channel	No = 0		Yes = 3	

[a] artificial ditches are not rated; see discussions in manual

B. Hydrology (4)				
12. Presence of Baseflow	0	1	2	3
13. Iron oxidizing bacteria	0	1	2	3
14. Leaf litter	1.5	1	0.5	0
15. Sediment on plants or debris	0	0.5	1	1.5
16. Organic debris lines or piles	0	0.5	1	1.5
17. Soil-based evidence of high water table?	No = 0		Yes = 3	

C. Biology (Subtotal = 0)				
18. Fibrous roots in streambed	3	2	1	0
19. Rooted upland plants in streambed	3	2	1	0
20. Macrobenthos (note diversity and abundance)	0	1	2	3
21. Aquatic Mollusks	0	1	2	3
22. Fish	0	0.5	1	1.5
23. Crayfish	0	0.5	1	1.5
24. Amphibians	0	0.5	1	1.5
25. Algae	0	0.5	1	1.5
26. Wetland plants in streambed	FACW = 0.75; OBL = 1.5 Other = 0			

*perennial streams may also be identified using other methods. See p. 35 of manual.

Notes:

Sketch:

Soils = Perennial
USGS = Present

JM 12/13/2022

West SF9

NC Division of Water Quality –Methodology for Identification of Intermittent and Perennial Streams and Their Origins v. 4.1

NC DWQ Stream Identification Form Version 4.1

Date: 11/02/2020	Project/Site: Verdeen	Latitude: 35.6970700
Evaluator: JH - S+EC	County: Colorado	Longitude: -78.865357
Total Points: *Stream is at least intermittent if ≥ 19 or perennial if ≥ 30** 12.5	Stream Determination (circle one) Ephemeral Intermittent Perennial	Other 0 *e.g. Quad Name:* —

A. Geomorphology (Subtotal = 5)	Absent	Weak	Moderate	Strong
1[a] Continuity of channel bed and bank	0	1	2	3
2. Sinuosity of channel along thalweg	0	1	2	3
3. In-channel structure: ex. riffle-pool, step-pool, ripple-pool sequence	0	1	2	3
4. Particle size of stream substrate	0	1 JM	2	3
5. Active/relict floodplain	0	1	2	3
6. Depositional bars or benches	0	1	2	3
7. Recent alluvial deposits	0	1	2	3
8. Headcuts	0	1	2	3
9. Grade control	0	0.5	1	1.5
10. Natural valley	0	0.5	1	1.5
11. Second or greater order channel	No = 0		Yes = 3	

[a] artificial ditches are not rated; see discussions in manual

B. Hydrology 3.5				
12. Presence of Baseflow	0	1	2	3 JM
13. Iron oxidizing bacteria	0	1	2 JM	3
14. Leaf litter	1.5	1 JM	0.5	0
15. Sediment on plants or debris	0	0.5	1	1.5
16. Organic debris lines or piles	0	0.5	1	1.5
17. Soil-based evidence of high water table?	No = 0		Yes = 3	

C. Biology (Subtotal = 4)				
18. Fibrous roots in streambed	3	2	1	0
19. Rooted upland plants in streambed	3	2	1	0
20. Macrobenthos (note diversity and abundance)	0	1	2	3
21. Aquatic Mollusks	0	1	2	3
22. Fish	0	0.5	1	1.5
23. Crayfish	0	0.5	1	1.5
24. Amphibians	0	0.5	1	1.5
25. Algae	0	0.5	1	1.5
26. Wetland plants in streambed	FACW = 0.75; OBL = 1.5 Other = 0			

*perennial streams may also be identified using other methods. See p. 35 of manual.

Notes:

Sketch:

Soils = Perennial

USGS = Present

Evest SF8

NC Division of Water Quality –Methodology for Identification of Intermittent and Perennial Streams and Their Origins v. 4.1

NC DWQ Stream Identification Form Version 4.1

Date: 11/02/2022	Project/Site: Verden	Latitude: 35.697098
Evaluator: JH - S+EC	County: ~~mc~~ Wake	Longitude: -78.865711
Total Points: *Stream is at least intermittent if ≥ 19 or perennial if ≥ 30** 21.5	Stream Determination (circle one) Ephemeral Intermittent Perennial	Other 0 *e.g. Quad Name:*

A. Geomorphology (Subtotal = 11)	Absent	Weak	Moderate	Strong
1[a] Continuity of channel bed and bank	0	1	2	3
2. Sinuosity of channel along thalweg	0	1	2	3
3. In-channel structure: ex. riffle-pool, step-pool, ripple-pool sequence	0	1	2	3
4. Particle size of stream substrate	0	1	2	3
5. Active/relict floodplain	0	1	2	3
6. Depositional bars or benches	0	1	2	3
7. Recent alluvial deposits	0	1	2	3
8. Headcuts	0	1	2	3
9. Grade control	0	0.5	1	1.5
10. Natural valley	0	0.5	1	1.5
11. Second or greater order channel	No = 0		Yes = 3	

[a] artificial ditches are not rated; see discussions in manual

B. Hydrology (4.5)				
12. Presence of Baseflow	0	1	2	3
13. Iron oxidizing bacteria	0	1	2	3
14. Leaf litter	1.5	1	0.5	0
15. Sediment on plants or debris	0	0.5	1	1.5
16. Organic debris lines or piles	0	0.5	1	1.5
17. Soil-based evidence of high water table?	No = 0		Yes = 3	

C. Biology (Subtotal = 10)				
18. Fibrous roots in streambed	3	2	1	0
19. Rooted upland plants in streambed	3	2	1	0
20. Macrobenthos (note diversity and abundance)	0	1	2	3
21. Aquatic Mollusks	0	1	2	3
22. Fish	0	0.5	1	1.5
23. Crayfish	0	0.5	1	1.5
24. Amphibians	0	0.5	1	1.5
25. Algae	0	0.5	1	1.5
26. Wetland plants in streambed	FACW = 0.75; OBL = 1.5 Other = 0			

*perennial streams may also be identified using other methods. See p. 35 of manual.

Notes:

Sketch:

Soils = Perennial
USGS = Present

JM 11/7/2022

WEST SF37

NC Division of Water Quality –Methodology for Identification of Intermittent and Perennial Streams and Their Origins v. 4.1

NC DWQ Stream Identification Form Version 4.1

Date: 11/2/2022	Project/Site: Veridea	Latitude: 35.696[illegible]
Evaluator: SHEC - JOSINA HARVEY	County: WAKE	Longitude: -78.58[illegible]
Total Points: *Stream is at least intermittent if ≥ 19 or perennial if ≥ 30** 8	Stream Determination (circle one) Ephemeral Intermittent Perennial	Other P *e.g. Quad Name:*

A. Geomorphology (Subtotal = 3.5)	Absent	Weak	Moderate	Strong
1[a]. Continuity of channel bed and bank	0	(1)	2	3
2. Sinuosity of channel along thalweg	0	(1)	2	3
3. In-channel structure: ex. riffle-pool, step-pool, ripple-pool sequence	(0)	1	2	3
4. Particle size of stream substrate	0	(1)	2	3
5. Active/relict floodplain	(0)	1	2	3
6. Depositional bars or benches	(0)	1	2	3
7. Recent alluvial deposits	(0)	1	2	3
8. Headcuts	(0)	1	2	3
9. Grade control	(0)	0.5	1	1.5
10. Natural valley	0	(0.5)	1	1.5
11. Second or greater order channel [a]artificial ditches are not rated; see discussions in manual	(No = 0)		Yes = 3	

B. Hydrology (Subtotal = 0.5)				
12. Presence of Baseflow	(0)	1	2	3
13. Iron oxidizing bacteria	(0)	1	2	3
14. Leaf litter	1.5	1	(0.5)	0
15. Sediment on plants or debris	(0)	0.5	1	1.5
16. Organic debris lines or piles	0	(0.5)	1	1.5
17. Soil-based evidence of high water table?	(No = 0)		Yes = 3	

C. Biology (Subtotal = 4)				
18. Fibrous roots in streambed	3	2	(1)	0
19. Rooted upland plants in streambed	(3)	2	1	0
20. Macrobenthos (note diversity and abundance)	(0)	1	2	3
21. Aquatic Mollusks	(0)	1	2	3
22. Fish	(0)	0.5	1	1.5
23. Crayfish	(0)	0.5	1	1.5
24. Amphibians	(0)	0.5	1	1.5
25. Algae	(0)	0.5	1	1.5
26. Wetland plants in streambed	FACW = 0.75; OBL = 1.5 Other = 0			

*perennial streams may also be identified using other methods. See p. 35 of manual.

Notes:

Sketch:

Soils = Intermittent

USGS = Not Present

11/20/2022

Lower SF 7

NC Division of Water Quality –Methodology for Identification of Intermittent and Perennial Streams and Their Origins v. 4.1

NC DWQ Stream Identification Form Version 4.1

Date: 11/27/2022	Project/Site: Verdae	Latitude: 35.699659
Evaluator: SH	County: Wake	Longitude: -78.864028
Total Points: 16 *Stream is at least intermittent if ≥ 19 or perennial if ≥ 30**	Stream Determination (circle one) Ephemeral Intermittent Perennial	Other Q *e.g. Quad Name:*

A. Geomorphology (Subtotal = 6)	Absent	Weak	Moderate	Strong
1[a]. Continuity of channel bed and bank	0	1	2	3
2. Sinuosity of channel along thalweg	0	1	2	3
3. In-channel structure: ex. riffle-pool, step-pool, ripple-pool sequence	0	1	2	3
4. Particle size of stream substrate	0	1	2	3
5. Active/relict floodplain	0	1	2	3
6. Depositional bars or benches	0	1	2	3
7. Recent alluvial deposits	0	1	2	3
8. Headcuts	0	1	2	3
9. Grade control	0	0.5	1	1.5
10. Natural valley	0	0.5	1	1.5
11. Second or greater order channel	No = 0		Yes = 3	

[a] artificial ditches are not rated; see discussions in manual

B. Hydrology (5)				
12. Presence of Baseflow	0	1	2	3
13. Iron oxidizing bacteria	0	1	2	3
14. Leaf litter	1.5	1	0.5	0
15. Sediment on plants or debris	0	0.5	1	1.5
16. Organic debris lines or piles	0	0.5	1	1.5
17. Soil-based evidence of high water table?	No = 0		Yes = 3	

C. Biology (Subtotal = 5)				
18. Fibrous roots in streambed	3	2	1	0
19. Rooted upland plants in streambed	3	2	1	0
20. Macrobenthos (note diversity and abundance)	0	1	2	3
21. Aquatic Mollusks	0	1	2	3
22. Fish	0	0.5	1	1.5
23. Crayfish	0	0.5	1	1.5
24. Amphibians	0	0.5	1	1.5
25. Algae	0	0.5	1	1.5
26. Wetland plants in streambed	FACW = 0.75; OBL = 1.5 Other = 0			

*perennial streams may also be identified using other methods. See p. 35 of manual.

Notes:

Sketch:

Soils = Intermittent
USGS = Not Present

12/15/2022

West SF27

NC DWQ Stream Identification Form Version 4.11

Date: 11/2/22	Project/Site: Verides	Latitude: 35.701121
Evaluator: S+EL-JH	County: Wake	Longitude: -78.856460
Total Points: 9 *Stream is at least intermittent if ≥ 19 or perennial if ≥ 30**	Stream Determination (circle one) (Ephemeral) Intermittent Perennial	Other R *e.g. Quad Name:*

A. Geomorphology (Subtotal = 4)	Absent	Weak	Moderate	Strong
1[a]. Continuity of channel bed and bank	0	(1)	2	3
2. Sinuosity of channel along thalweg	0	(1)	2	3
3. In-channel structure: ex. riffle-pool, step-pool, ripple-pool sequence	(0)	1	2	3
4. Particle size of stream substrate	(0)	1	2	3
5. Active/relict floodplain	0	(1)	2	3
6. Depositional bars or benches	(0)	1	2	3
7. Recent alluvial deposits	(0)	1	2	3
8. Headcuts	(0)	1	2	3
9. Grade control	(0)	0.5	1	1.5
10. Natural valley	0	(0.5)	(1)	1.5
11. Second or greater order channel	No = 0		Yes = 3	

[a] artificial ditches are not rated; see discussions in manual

B. Hydrology (Subtotal = 2)				
12. Presence of Baseflow	(0)	1	2	3
13. Iron oxidizing bacteria	(0)	1	2	3
14. Leaf litter	1.5	(1)	0.5	0
15. Sediment on plants or debris	0	(0.5)	1	1.5
16. Organic debris lines or piles	0	(0.5)	1	1.5
17. Soil-based evidence of high water table?	No = 0		Yes = 3	

C. Biology (Subtotal = 3)				
18. Fibrous roots in streambed	3	(2)	1	0
19. Rooted upland plants in streambed	3	2	(1)	0
20. Macrobenthos (note diversity and abundance)	(0)	1	2	3
21. Aquatic Mollusks	(0)	1	2	3
22. Fish	(0)	0.5	1	1.5
23. Crayfish	(0)	0.5	1	1.5
24. Amphibians	(0)	0.5	1	1.5
25. Algae	(0)	0.5	1	1.5
26. Wetland plants in streambed	FACW = 0.75; OBL = 1.5 Other = (0)			

*perennial streams may also be identified using other methods. See p. 35 of manual.

Notes:

Sketch:

Soils = Intermittent
USGS = Not Present

JW 11/7/2022

West SF 25

NC DWQ Stream Identification Form Version 4.11

Date: 11/2/22	Project/Site: Verdea	Latitude: 35.702162
Evaluator: S+EC - JH	County: Wake	Longitude: -78.854496
Total Points: *Stream is at least intermittent if ≥ 19 or perennial if ≥ 30** 21.75	Stream Determination (circle one) Ephemeral (Intermittent) Perennial	Other R *e.g. Quad Name:*

A. Geomorphology (Subtotal = 10)	Absent	Weak	Moderate	Strong
1[a]. Continuity of channel bed and bank	0	1	2	(3)
2. Sinuosity of channel along thalweg	0	1	(2)	3
3. In-channel structure: ex. riffle-pool, step-pool, ripple-pool sequence	0	(1)	2	3
4. Particle size of stream substrate	0	(1)	2	3
5. Active/relict floodplain	(0)	1	2	3
6. Depositional bars or benches	0	(1)	(2)	3
7. Recent alluvial deposits	(0)	1	2	3
8. Headcuts	(0)	1	2	3
9. Grade control	(0)	0.5	1	1.5
10. Natural valley	0	0.5	(1)	1.5
11. Second or greater order channel	No = 0		Yes = 3	

[a] artificial ditches are not rated; see discussions in manual

B. Hydrology (Subtotal = 5)				
12. Presence of Baseflow	(0)	1	2	3
13. Iron oxidizing bacteria	(0)	1	2	3
14. Leaf litter	1.5	(1)	0.5	0
15. Sediment on plants or debris	0	(0.5)	1	1.5
16. Organic debris lines or piles	0	(0.5)	1	1.5
17. Soil-based evidence of high water table?	No = 0		Yes = 3	

C. Biology (Subtotal = 6.75)				
18. Fibrous roots in streambed	(3)	2	1	0
19. Rooted upland plants in streambed	(3)	2	1	0
20. Macrobenthos (note diversity and abundance)	(0)	1	2	3
21. Aquatic Mollusks	(0)	1	2	3
22. Fish	(0)	0.5	1	1.5
23. Crayfish	(0)	0.5	1	1.5
24. Amphibians	(0)	0.5	1	1.5
25. Algae	(0)	0.5	1	1.5
26. Wetland plants in streambed	FACW = 0.75; OBL = 1.5 Other = 0			

*perennial streams may also be identified using other methods. See p. 35 of manual.

Notes:

Sketch:

Soils = Intermittent

USGS = Not Present

JH 11/2/2022

West SF26

NC DWQ Stream Identification Form Version 4.11

Date: 11/2/22	Project/Site: Verdea	Latitude: 35.701807
Evaluator: STEC-JH	County: Wake	Longitude: -78.855554
Total Points: *Stream is at least intermittent if ≥ 19 or perennial if ≥ 30** 10.25	Stream Determination (circle one) Ephemeral Intermittent Perennial	Other 5 *e.g. Quad Name:*

A. Geomorphology (Subtotal = 2.5)	Absent	Weak	Moderate	Strong
1[a]. Continuity of channel bed and bank	0	(1)	2	3
2. Sinuosity of channel along thalweg	(0)	1	2	3
3. In-channel structure: ex. riffle-pool, step-pool, ripple-pool sequence	(0)	1	2	3
4. Particle size of stream substrate	(0)	1	2	3
5. Active/relict floodplain	(0)	1	2	3
6. Depositional bars or benches	(0)	1	2	3
7. Recent alluvial deposits	(0)	1	2	3
8. Headcuts	0	(1)	2	3
9. Grade control	(0)	0.5	1	1.5
10. Natural valley	0	(0.5)	1	1.5
11. Second or greater order channel	No = 0		Yes = 3	

[a] artificial ditches are not rated; see discussions in manual

B. Hydrology (Subtotal = 3)				
12. Presence of Baseflow	(0)	1	2	3
13. Iron oxidizing bacteria	(0)	1	2	3
14. Leaf litter	1.5	1	0.5	(0)
15. Sediment on plants or debris	(0)	0.5	1	1.5
16. Organic debris lines or piles	(0)	0.5	1	1.5
17. Soil-based evidence of high water table?	No = 0		Yes = 3	

C. Biology (Subtotal = 4.75)				
18. Fibrous roots in streambed	3	(2)	1	0
19. Rooted upland plants in streambed	3	(2)	1	0
20. Macrobenthos (note diversity and abundance)	(0)	1	2	3
21. Aquatic Mollusks	(0)	1	2	3
22. Fish	(0)	0.5	1	1.5
23. Crayfish	(0)	0.5	1	1.5
24. Amphibians	(0)	0.5	1	1.5
25. Algae	(0)	0.5	1	1.5
26. Wetland plants in streambed	FACW = 0.75; OBL = 1.5 Other = 0			

[b] perennial streams may also be identified using other methods. See p. 35 of manual.

Notes:

Sketch:

Soils = Intermittent

USGS = Not Present

JM 11/2022

West
SF 24

NC Division of Water Quality –Methodology for Identification of Intermittent and Perennial Streams and Their Origins v. 4.1

NC DWQ Stream Identification Form Version 4.1

Date: 11/2/22	Project/Site: Veridea	Latitude: 35.698569
Evaluator: SHEC - AJK + JH + KM	County: Wake	Longitude: -78.854833
Total Points: *Stream is at least intermittent if ≥ 19 or perennial if ≥ 30** 18	Stream Determination (circle one) (Ephemeral) Intermittent Perennial	Other T *e.g. Quad Name:*

A. Geomorphology (Subtotal = 10)	Absent	Weak	Moderate	Strong
1[a] Continuity of channel bed and bank	0	1	(2)	3
2. Sinuosity of channel along thalweg	0	1	2	(3)
3. In-channel structure: ex. riffle-pool, step-pool, ripple-pool sequence	0	(1)	2	3
4. Particle size of stream substrate	0	(1)	2	3
5. Active/relict floodplain	0	1	(2)	3
6. Depositional bars or benches	(0)	1	2	3
7. Recent alluvial deposits	(0)	1	2	3
8. Headcuts	(0)	1	2	3
9. Grade control	0	(0.5)	1	1.5
10. Natural valley	0	(0.5)	1	1.5
11. Second or greater order channel	No = (0)		Yes = 3	

[a] artificial ditches are not rated; see discussions in manual

B. Hydrology (3)				
12. Presence of Baseflow	(0)	1	2	3
13. Iron oxidizing bacteria	(0)	1	2	3
14. Leaf litter	1.5	1	0.5	(0)
15. Sediment on plants or debris	(0)	0.5	1	1.5
16. Organic debris lines or piles	(0)	0.5	1	1.5
17. Soil-based evidence of high water table?	No = 0		Yes = (3)	

C. Biology (Subtotal = 5)				
18. Fibrous roots in streambed	3	(2)	1	0
19. Rooted upland plants in streambed	(3)	2	1	0
20. Macrobenthos (note diversity and abundance)	(0)	1	2	3
21. Aquatic Mollusks	(0)	1	2	3
22. Fish	(0)	0.5	1	1.5
23. Crayfish	(0)	0.5	1	1.5
24. Amphibians	(0)	0.5	1	1.5
25. Algae	(0)	0.5	1	1.5
26. Wetland plants in streambed	FACW = 0.75; OBL = 1.5 Other = (0)			

*perennial streams may also be identified using other methods. See p. 35 of manual.

Notes:

Sketch:

Soils = Perennial
VSCS = Not Present

12/15/2022

West SF20

NC Division of Water Quality –Methodology for Identification of Intermittent and Perennial Streams and Their Origins v. 4.1

NC DWQ Stream Identification Form Version 4.1

Date: 11/2/22	Project/Site: Verides	Latitude: 35.696709
Evaluator: SH-EC - AJK + JH + KM	County: Wake	Longitude: -78.852141
Total Points: *Stream is at least intermittent if ≥ 19 or perennial if ≥ 30** 19.5	Stream Determination (circle one) Ephemeral (Intermittent) Perennial	Other T *e.g. Quad Name:*

A. Geomorphology (Subtotal = 10.5)	Absent	Weak	Moderate	Strong
1[a]. Continuity of channel bed and bank	0	1	(2) →	3
2. Sinuosity of channel along thalweg	0	1	(2)	3
3. In-channel structure: ex. riffle-pool, step-pool, ripple-pool sequence	0	(1)	2	3
4. Particle size of stream substrate	0	1	(2)	3
5. Active/relict floodplain	0	1	(2)	3
6. Depositional bars or benches	(0)	1	2	3
7. Recent alluvial deposits	(0)	1	2	3
8. Headcuts	(0)	1	2	3
9. Grade control	0	(0.5)	1	1.5
10. Natural valley	0	0.5	(1)	1.5
11. Second or greater order channel	No = (0)		Yes = 3	

[a] artificial ditches are not rated; see discussions in manual

B. Hydrology (4)				
12. Presence of Baseflow	(0)	1	2	3
13. Iron oxidizing bacteria	(0)	1	2	3
14. Leaf litter	1.5	1	0.5	(0)
15. Sediment on plants or debris	0	(0.5)	1	1.5
16. Organic debris lines or piles	0	(0.5)	1	1.5
17. Soil-based evidence of high water table?	No = 0		Yes = (3)	

C. Biology (Subtotal = 5)				
18. Fibrous roots in streambed	3	(2)	1	0
19. Rooted upland plants in streambed	(3)	2	1	0
20. Macrobenthos (note diversity and abundance)	(0)	1	2	3
21. Aquatic Mollusks	(0)	1	2	3
22. Fish	(0)	0.5	1	1.5
23. Crayfish	(0)	0.5	1	1.5
24. Amphibians	(0)	0.5	1	1.5
25. Algae	(0)	0.5	1	1.5
26. Wetland plants in streambed	FACW = 0.75; OBL = 1.5 Other = (0)			

*perennial streams may also be identified using other methods. See p. 35 of manual.

Notes:

Sketch:

Soils = Perennial
USGS = Not Present

JH 11/15/2022

West SF23

NC Division of Water Quality –Methodology for Identification of Intermittent and Perennial Streams and Their Origins v. 4.1

NC DWQ Stream Identification Form Version 4.1

Date: 11/2/22	Project/Site: Verideo	Latitude: 35.698339
Evaluator: SFEC – AJK & KM	County: Wake	Longitude: -78.855074
Total Points: Non-Scoreable Feature, *Stream is at least intermittent if ≥ 19 or perennial if ≥ 30**	Stream Determination (circle one) (Ephemeral) Intermittent Perennial	Other U *e.g. Quad Name:*

A. Geomorphology (Subtotal = ____)	Absent	Weak	Moderate	Strong
1[a]. Continuity of channel bed and bank	0	1	2	3
2. Sinuosity of channel along thalweg	0	1	2	3
3. In-channel structure: ex. riffle-pool, step-pool, ripple-pool sequence	0	1	2	3
4. Particle size of stream substrate	0	1	2	3
5. Active/relict floodplain	0	1	2	3
6. Depositional bars or benches	0	1	2	3
7. Recent alluvial deposits	0	1	2	3
8. Headcuts	0	1	2	3
9. Grade control	0	0.5	1	1.5
10. Natural valley	0	0.5	1	1.5
11. Second or greater order channel	No = 0		Yes = 3	

[a] artificial ditches are not rated; see discussions in manual

B. Hydrology ( )				
12. Presence of Baseflow	0	1	2	3
13. Iron oxidizing bacteria	0	1	2	3
14. Leaf litter	1.5	1	0.5	0
15. Sediment on plants or debris	0	0.5	1	1.5
16. Organic debris lines or piles	0	0.5	1	1.5
17. Soil-based evidence of high water table?	No = 0		Yes = 3	

C. Biology (Subtotal = ____)				
18. Fibrous roots in streambed	3	2	1	0
19. Rooted upland plants in streambed	3	2	1	0
20. Macrobenthos (note diversity and abundance)	0	1	2	3
21. Aquatic Mollusks	0	1	2	3
22. Fish	0	0.5	1	1.5
23. Crayfish	0	0.5	1	1.5
24. Amphibians	0	0.5	1	1.5
25. Algae	0	0.5	1	1.5
26. Wetland plants in streambed	FACW = 0.75; OBL = 1.5 Other = 0			

*perennial streams may also be identified using other methods. See p. 35 of manual.

Notes:

Sketch:

Non-Scoreable Feature

Soils = Intermittent
USGS = Not Present

JM 10/19/2022

West SF 35

NC Division of Water Quality –Methodology for Identification of Intermittent and Perennial Streams and Their Origins v. 4.1

NC DWQ Stream Identification Form Version 4.1

Date: 11/3/22	Project/Site: Veridea	Latitude: 35.697154
Evaluator: S+EC - AJK	County: Wake	Longitude: -78.858121
Total Points: 6 *Stream is at least intermittent if ≥ 19 or perennial if ≥ 30**	Stream Determination (circle one) (Ephemeral) Intermittent Perennial	Other e.g. Quad Name: ✓

A. Geomorphology (Subtotal = 1)	Absent	Weak	Moderate	Strong
1[a] Continuity of channel bed and bank	0	(1)	2	3
2. Sinuosity of channel along thalweg	(0)	1	2	3
3. In-channel structure: ex. riffle-pool, step-pool, ripple-pool sequence	(0)	1	2	3
4. Particle size of stream substrate	(0)	1	2	3
5. Active/relict floodplain	(0)	1	2	3
6. Depositional bars or benches	(0)	1	2	3
7. Recent alluvial deposits	(0)	1	2	3
8. Headcuts	(0)	1	2	3
9. Grade control	(0)	0.5	1	1.5
10. Natural valley	(0)	0.5	1	1.5
11. Second or greater order channel	No = (0)		Yes = 3	

[a] artificial ditches are not rated; see discussions in manual

B. Hydrology (3)				
12. Presence of Baseflow	(0)	1	2	3
13. Iron oxidizing bacteria	(0)	1	2	3
14. Leaf litter	1.5	1	0.5	(0)
15. Sediment on plants or debris	(0)	0.5	1	1.5
16. Organic debris lines or piles	(0)	0.5	1	1.5
17. Soil-based evidence of high water table?	No = 0		Yes = (3)	

C. Biology (Subtotal = 2)				
18. Fibrous roots in streambed	3	2	(1)	0
19. Rooted upland plants in streambed	3	2	(1)	0
20. Macrobenthos (note diversity and abundance)	(0)	1	2	3
21. Aquatic Mollusks	(0)	1	2	3
22. Fish	(0)	0.5	1	1.5
23. Crayfish	(0)	0.5	1	1.5
24. Amphibians	(0)	0.5	1	1.5
25. Algae	(0)	0.5	1	1.5
26. Wetland plants in streambed	FACW = 0.75; OBL = 1.5 Other = (0)			

*perennial streams may also be identified using other methods. See p. 35 of manual.

Notes:

Sketch:

Soils = Intermittent

USGS = Not Present

JM 12/20/2022

West SF36

NC Division of Water Quality –Methodology for Identification of Intermittent and Perennial Streams and Their Origins v. 4.1

NC DWQ Stream Identification Form Version 4.1

Date: 11/3/22	Project/Site: Veridea	Latitude: 35.696363
Evaluator: SFEC-AJK	County: Wake	Longitude: -78.858198
Total Points: *Stream is at least intermittent if ≥ 19 or perennial if ≥ 30** 23	Stream Determination (circle one) Ephemeral (Intermittent) Perennial	Other ✓ *e.g. Quad Name:*

A. Geomorphology (Subtotal = 11.5)	Absent	Weak	Moderate	Strong
1[a] Continuity of channel bed and bank	0	1	2	(3)
2. Sinuosity of channel along thalweg	0	1	(2)	3
3. In-channel structure: ex. riffle-pool, step-pool, ripple-pool sequence	0	(1)	2	3
4. Particle size of stream substrate	0	1	(2)	3
5. Active/relict floodplain	(0)	1	2	3
6. Depositional bars or benches	(0)	1	2	3
7. Recent alluvial deposits	0	(1)	2	3
8. Headcuts	0	(1)	2	3
9. Grade control	0	(0.5)	1	1.5
10. Natural valley	0	0.5	(1)	1.5
11. Second or greater order channel	No = 0		Yes = 3	

[a] artificial ditches are not rated; see discussions in manual

B. Hydrology (6.5)				
12. Presence of Baseflow	0	(1)	2	3
13 Iron oxidizing bacteria	(0)	1	2	3
14 Leaf litter	1.5	(1)	0.5	0
15 Sediment on plants or debris	0	0.5	(1)	1.5
16. Organic debris lines or piles	0	(0.5)	1	1.5
17 Soil-based evidence of high water table?	No = 0		Yes = 3	

C. Biology (Subtotal = 5)				
18. Fibrous roots in streambed	3	(2)	1	0
19. Rooted upland plants in streambed	(3)	2	1	0
20. Macrobenthos (note diversity and abundance)	(0)	1	2	3
21. Aquatic Mollusks	(0)	1	2	3
22 Fish	(0)	0 5	1	1.5
23. Crayfish	(0)	0.5	1	1.5
24. Amphibians	(0)	0.5	1	1.5
25. Algae	(0)	0.5	1	1.5
26. Wetland plants in streambed	FACW = 0 75; OBL = 1,5 Other = 0			

*perennial streams may also be identified using other methods. See p 35 of manual

Notes:

Sketch:

Soils = Intermittent
USGS = Not Present

JM 12/20/2022

West SF 34

NC Division of Water Quality –Methodology for Identification of Intermittent and Perennial Streams and Their Origins v. 4.1

NC DWQ Stream Identification Form Version 4.1

Date: 11/3/2022	Project/Site: Verideа	Latitude: 35.694766
Evaluator: S+EC - AJK	County: Wake	Longitude: -78.856375
Total Points: *Stream is at least intermittent if ≥ 19 or perennial if ≥ 30** 32	Stream Determination (circle one) Ephemeral Intermittent (Perennial)	Other e.g. Quad Name: ✓

A. Geomorphology (Subtotal = 18)	Absent	Weak	Moderate	Strong
1[a] Continuity of channel bed and bank	0	1	2	(3)
2. Sinuosity of channel along thalweg	0	1	2	(3)
3. In-channel structure: ex. riffle-pool, step-pool, ripple-pool sequence	0	1	2	(3)
4. Particle size of stream substrate	0	1	(2)	3
5. Active/relict floodplain	(0)	1	2	3
6. Depositional bars or benches	0	1	(2)	3
7. Recent alluvial deposits	0	1	(2)	3
8. Headcuts	0	(1)	2	3
9. Grade control	0	0.5	(1)	1.5
10. Natural valley	0	0.5	(1)	1.5
11. Second or greater order channel	No = 0		Yes = 3	

[a] artificial ditches are not rated; see discussions in manual

B. Hydrology (8)				
12. Presence of Baseflow	0	1	(2)	3
13. Iron oxidizing bacteria	(0)	1	2	3
14. Leaf litter	1.5	(1)	0.5	0
15. Sediment on plants or debris	0	0.5	(1)	1.5
16. Organic debris lines or piles	0	0.5	(1)	1.5
17. Soil-based evidence of high water table?	No = 0		Yes = (3)	

C. Biology (Subtotal = 0)				
18. Fibrous roots in streambed	3	(2)	1	0
19. Rooted upland plants in streambed	(3)	2	1	0
20. Macrobenthos (note diversity and abundance)	(0)	1	2	3
21. Aquatic Mollusks	(0)	1	2	3
22. Fish	(0)	0.5	1	1.5
23. Crayfish	(0)	0.5	1	1.5
24. Amphiblans	0	0.5	(1)	1.5
25. Algae	(0)	0.5	1	1.5
26. Wetland plants in streambed	FACW = 0.75; OBL = 1.5 Other = (0)			

*perennial streams may also be identified using other methods. See p 35 of manual.

Notes:

Sketch:

Soils = Intermittent

USGS = Not Present

JM 12/20/2022

West
SF17

NC Division of Water Quality –Methodology for Identification of Intermittent and Perennial Streams and Their Origins v. 4.1

NC DWQ Stream Identification Form Version 4.1

Date: 11/2/22	Project/Site: Veridea	Latitude: 35.694829
Evaluator: StEC - AJK, JH, KM	County: Wake	Longitude: -78.859124
Total Points: *Stream is at least intermittent if ≥ 19 or perennial if ≥ 30** 14	Stream Determination (circle one) (Ephemeral) Intermittent Perennial	Other W *e.g. Quad Name:*

A. Geomorphology (Subtotal = 5.5)	Absent	Weak	Moderate	Strong
1[a]. Continuity of channel bed and bank	0	1	(2)	3
2. Sinuosity of channel along thalweg	0	(1)	2	3
3. In-channel structure: ex. riffle-pool, step-pool, ripple-pool sequence	(0)	1	2	3
4. Particle size of stream substrate	(0)	1	2	3
5. Active/relict floodplain	0	(1)	2	3
6. Depositional bars or benches	(0)	1	2	3
7. Recent alluvial deposits	0	(1)	2	3
8. Headcuts	(0)	1	2	3
9. Grade control	(0)	0.5	1	1.5
10. Natural valley	0	(0.5)	1	1.5
11. Second or greater order channel	No = 0		Yes = 3	

[a] artificial ditches are not rated; see discussions in manual

B. Hydrology (4)				
12. Presence of Baseflow	(0)	1	2	3
13. Iron oxidizing bacteria	(0)	1	2	3
14. Leaf litter	1.5	1	(0.5)	0
15. Sediment on plants or debris	0	(0.5)	1	1.5
16. Organic debris lines or piles	(0)	0.5	1	1.5
17. Soil-based evidence of high water table?	No = 0		Yes = (3)	

C. Biology (Subtotal = 4.5)				
18. Fibrous roots in streambed	3	(2)	1	0
19. Rooted upland plants in streambed	3	2	(1)	0
20. Macrobenthos (note diversity and abundance)	(0)	1	2	3
21. Aquatic Mollusks	(0)	1	2	3
22. Fish	(0)	0.5	1	1.5
23. Crayfish	(0)	0.5	1	1.5
24. Amphibians	(0)	0.5	1	1.5
25. Algae	(0)	0.5	1	1.5
26. Wetland plants in streambed	FACW = 0.75; OBL = (1.5) Other = 0			

*perennial streams may also be identified using other methods. See p. 35 of manual.

Notes:

Sketch:

Soils = Intermittent
USGS = Not Present

JH 12/15/2022

West SF22 NC Division of Water Quality –Methodology for Identification of Intermittent and Perennial Streams and Their Origins v. 4.1

NC DWQ Stream Identification Form Version 4.1

Date: 11/2/22	Project/Site: Veridea	Latitude: 35.696773
Evaluator: S+EC - AJK + JH + km	County: Wake	Longitude: -78.854816
Total Points: *Stream is at least intermittent if ≥ 19 or perennial if ≥ 30** 7	Stream Determination (circle one) (Ephemeral) Intermittent Perennial	Other X *e.g. Quad Name:*

A. Geomorphology (Subtotal = 5)	Absent	Weak	Moderate	Strong
1a. Continuity of channel bed and bank	0	1	2	(3)
2. Sinuosity of channel along thalweg	0	(1)	2	3
3. In-channel structure: ex. riffle-pool, step-pool, ripple-pool sequence	(0)	1	2	3
4. Particle size of stream substrate	(0)	1	2	3
5. Active/relict floodplain	(0)	1	2	3
6. Depositional bars or benches	(0)	1	2	3
7. Recent alluvial deposits	(0)	1	2	3
8. Headcuts	(0)	1	2	3
9. Grade control	(0)	0.5	1	1.5
10. Natural valley	0	0.5	(1)	1.5
11. Second or greater order channel	No = (0)		Yes = 3	

a artificial ditches are not rated; see discussions in manual

B. Hydrology (0)				
12. Presence of Baseflow	(0)	1	2	3
13. Iron oxidizing bacteria	(0)	1	2	3
14. Leaf litter	1.5	1	0.5	(0)
15. Sediment on plants or debris	(0)	0.5	1	1.5
16. Organic debris lines or piles	(0)	0.5	1	1.5
17. Soil-based evidence of high water table?	No = (0)		Yes = 3	

C. Biology (Subtotal = 2)				
18. Fibrous roots in streambed	3	2	1	(0)
19. Rooted upland plants in streambed	3	(2)	1	0
20. Macrobenthos (note diversity and abundance)	(0)	1	2	3
21. Aquatic Mollusks	(0)	1	2	3
22. Fish	(0)	0.5	1	1.5
23. Crayfish	(0)	0.5	1	1.5
24. Amphibians	(0)	0.5	1	1.5
25. Algae	(0)	0.5	1	1.5
26. Wetland plants in streambed	FACW = 0.75; OBL = 1.5 Other = (0)			

*perennial streams may also be identified using other methods. See p. 35 of manual.

Notes:

Sketch:

Soils = Intermittent

USGS = Not Present

JH 10/19/2022

West SF21

NC Division of Water Quality –Methodology for Identification of Intermittent and Perennial Streams and Their Origins v. 4.1

NC DWQ Stream Identification Form Version 4.1

Date: 11/2/22	Project/Site: Veridea	Latitude: 35.695789
Evaluator: S+EC - AJK + JH + KM	County: Wake	Longitude: -78.854435
Total Points: *Stream is at least intermittent if ≥ 19 or perennial if ≥ 30** 19.75	Stream Determination (circle one) Ephemeral (Intermittent) Perennial	Other X *e.g. Quad Name:*

A. Geomorphology (Subtotal = 11.5)	Absent	Weak	Moderate	Strong
1[a]. Continuity of channel bed and bank	0	1	2	(3)
2. Sinuosity of channel along thalweg	0	1	2	(3)
3. In-channel structure: ex. riffle-pool, step-pool, ripple-pool sequence	0	(1)	2	3
4. Particle size of stream substrate	0	(1)	2	3
5. Active/relict floodplain	(0)	1	2	3
6. Depositional bars or benches	0	1	(2)	3
7. Recent alluvial deposits	(0)	1	2	3
8. Headcuts	(0)	1	2	3
9. Grade control	0	(0.5)	1	1.5
10. Natural valley	0	0.5	(1)	1.5
11. Second or greater order channel	No = (0)		Yes = 3	

[a] artificial ditches are not rated; see discussions in manual

B. Hydrology (3.5)				
12. Presence of Baseflow	(0)	1	2	3
13. Iron oxidizing bacteria	(0)	1	2	3
14. Leaf litter	1.5	1	0.5	(0)
15. Sediment on plants or debris	0	(0.5)	1	1.5
16. Organic debris lines or piles	(0)	0.5	1	1.5
17. Soil-based evidence of high water table?	No = 0		Yes = (3)	

C. Biology (Subtotal = 4.75)				
18. Fibrous roots in streambed	3	(2)	1	0
19. Rooted upland plants in streambed	3	(2)	1	0
20. Macrobenthos (note diversity and abundance)	(0)	1	2	3
21. Aquatic Mollusks	(0)	1	2	3
22. Fish	(0)	0.5	1	1.5
23. Crayfish	(0)	0.5	1	1.5
24. Amphibians	(0)	0.5	1	1.5
25. Algae	(0)	0.5	1	1.5
26. Wetland plants in streambed	(FACW = 0.75) OBL = 1.5 Other = 0			

*perennial streams may also be identified using other methods. See p. 35 of manual.

Notes:

Sketch:

Soils = Intermittent
USGS = Not Present

JM 12/15/2022

WEST SF41

NC Division of Water Quality –Methodology for Identification of Intermittent and Perennial Streams and Their Origins v. 4.1

NC DWQ Stream Identification Form Version 4.1

Date: 11/02/2022	Project/Site: Verdea	Latitude: 35.6944611
Evaluator: SAEC - JOSHUA HARVEY	County: Wake	Longitude: -78.854206
Total Points: *Stream is at least intermittent if ≥ 19 or perennial if ≥ 30** 15	Stream Determination (circle one) (Ephemeral) Intermittent Perennial	Other X *e.g. Quad Name:*

A. Geomorphology (Subtotal = 4.5)	Absent	Weak	Moderate	Strong
1[a] Continuity of channel bed and bank	0	(1)	2	3
2. Sinuosity of channel along thalweg	0	(1)	2	3
3. In-channel structure: ex. riffle-pool, step-pool, ripple-pool sequence	(0)	1	2	3
4. Particle size of stream substrate	0	(1)	2	3
5. Active/relict floodplain	0	(1)	2	3
6. Depositional bars or benches	(0)	1	2	3
7. Recent alluvial deposits	(0)	1	2	3
8. Headcuts	(0)	1	2	3
9. Grade control	(0)	0.5	1	1.5
10. Natural valley	0	(0.5)	1	1.5
11. Second or greater order channel *artificial ditches are not rated; see discussions in manual	No = 0		Yes = 3	

B. Hydrology (Subtotal = 5.5)				
12. Presence of Baseflow	0	(1)	2	3
13. Iron oxidizing bacteria	(0)	1	2	3
14. Leaf litter	1.5	(1)	0.5	0
15. Sediment on plants or debris	(0)	0.5	1	1.5
16. Organic debris lines or piles	0	(0.5)	1	1.5
17. Soil-based evidence of high water table?	No = 0		(Yes = 3)	

C. Biology (Subtotal = 5)				
18. Fibrous roots in streambed	3	(2)	1	0
19. Rooted upland plants in streambed	(3)	2	1	0
20. Macrobenthos (note diversity and abundance)	0	1	2	3
21. Aquatic Mollusks	0	1	2	3
22. Fish	0	0.5	1	1.5
23. Crayfish	0	0.5	1	1.5
24. Amphibians	0	0.5	1	1.5
25. Algae	0	0.5	1	1.5
26. Wetland plants in streambed	FACW = 0.75; OBL = 1.5 Other = 0			

*perennial streams may also be identified using other methods. See p. 35 of manual.

Notes: Stream originates in wetland complex

Sketch:

Soils = Intermittent
USGS = Not Present

JH 11/10/2022

West SF1B

NC Division of Water Quality –Methodology for Identification of Intermittent and Perennial Streams and Their Origins v. 4.1

NC DWQ Stream Identification Form Version 4.1

Date: 11/2/22	Project/Site: Veridea	Latitude: 35.691433
Evaluator: S+EC - AJK+JH + km	County: Wake	Longitude: -78.855344
Total Points: *Stream is at least intermittent if ≥ 19 or perennial if ≥ 30** 13.5	Stream Determination (circle one) (Ephemeral) Intermittent Perennial	Other Y *e.g. Quad Name:*

A. Geomorphology (Subtotal = 6)	Absent	Weak	Moderate	Strong
1[a]. Continuity of channel bed and bank	0	(1)	2	3
2. Sinuosity of channel along thalweg	0	(1)	2	3
3. In-channel structure: ex. riffle-pool, step-pool, ripple-pool sequence	0	(1)	2	3
4. Particle size of stream substrate	0	(1)	2	3
5. Active/relict floodplain	0	(1)	2	3
6. Depositional bars or benches	(0)	1	2	3
7. Recent alluvial deposits	(0)	1	2	3
8. Headcuts	(0)	1	2	3
9. Grade control	(0)	0.5	1	1.5
10. Natural valley	0	0.5	(1)	1.5
11. Second or greater order channel	No = (0)		Yes = 3	

[a] artificial ditches are not rated; see discussions in manual

B. Hydrology (4.5)				
12. Presence of Baseflow	(0)	1	2	3
13. Iron oxidizing bacteria	(0)	1	2	3
14. Leaf litter	1.5	1	(0.5)	0
15. Sediment on plants or debris	0	(0.5)	1	1.5
16. Organic debris lines or piles	0	(0.5)	1	1.5
17. Soil-based evidence of high water table?	No = 0		Yes = (3)	

C. Biology (Subtotal = 3)				
18. Fibrous roots in streambed	3	2	(1)	0
19. Rooted upland plants in streambed	3	(2)	1	0
20. Macrobenthos (note diversity and abundance)	(0)	1	2	3
21. Aquatic Mollusks	(0)	1	2	3
22. Fish	(0)	0.5	1	1.5
23. Crayfish	(0)	0.5	1	1.5
24. Amphibians	(0)	0.5	1	1.5
25. Algae	(0)	0.5	1	1.5
26. Wetland plants in streambed	FACW = 0.75; OBL = 1.5 Other = (0)			

*perennial streams may also be identified using other methods. See p. 35 of manual.

Notes:

Sketch:

Soils = Perennial

USGS = Not Present

JM 12/15/2022

West
SF 19

NC Division of Water Quality – Methodology for Identification of Intermittent and Perennial Streams and Their Origins v. 4.1

NC DWQ Stream Identification Form Version 4.1

Date: 11/2/22	Project/Site: Veridea	Latitude: 35.690966
Evaluator: SHEC – AJK + KM	County: Wake	Longitude: -78.852807
Total Points: *Stream is at least intermittent if ≥ 19 or perennial if ≥ 30** 21.5 23.5 JM	Stream Determination (circle one) Ephemeral (Intermittent) Perennial	Other Y *e.g. Quad Name:*

A. Geomorphology (Subtotal = 12.5)	Absent	Weak	Moderate	Strong
1[a]. Continuity of channel bed and bank	0	1	(2)	3
2. Sinuosity of channel along thalweg	0	1	2	(3)
3. In-channel structure: ex. riffle-pool, step-pool, ripple-pool sequence	0	1	(2)	3
4. Particle size of stream substrate	0	(1)	2	3
5. Active/relict floodplain	0	1	(2)	3
6. Depositional bars or benches	(0)	1	2	3
7. Recent alluvial deposits	0	(1)	2	3
8. Headcuts	(0)	1	2	3
9. Grade control	0	(0.5)	1	1.5
10. Natural valley	0	0.5	(1)	1.5
11. Second or greater order channel	No = (0)		Yes = 3	

[a] artificial ditches are not rated; see discussions in manual

B. Hydrology (6)				
12. Presence of Baseflow	(0)	1	2	3
13. Iron oxidizing bacteria	(0)	1	2	3
14. Leaf litter	1.5	(1)	0.5	0
15. Sediment on plants or debris	0	0.5	(1)	1.5
16. Organic debris lines or piles	0	0.5	(1)	1.5
17. Soil-based evidence of high water table?	No = 0		Yes = (3)	

C. Biology (Subtotal = 5)				
18. Fibrous roots in streambed	3	(2)	1	0
19. Rooted upland plants in streambed	(3)	2	1	0
20. Macrobenthos (note diversity and abundance)	(0)	1	2	3
21. Aquatic Mollusks	(0)	1	2	3
22. Fish	(0)	0.5	1	1.5
23. Crayfish	(0)	0.5	1	1.5
24. Amphibians	(0)	0.5	1	1.5
25. Algae	(0)	0.5	1	1.5
26. Wetland plants in streambed	FACW = 0.75; OBL = 1.5 Other = 0			

*perennial streams may also be identified using other methods. See p. 35 of manual.

Notes:

Sketch:

Soils = Perennial
USGS = Not Present

JM 11/15/2022

WFST SF38 (FEATURE BB)

NC Division of Water Quality –Methodology for Identification of Intermittent and Perennial Streams and Their Origins v. 4.1

NC DWQ Stream Identification Form Version 4.1

Date: 11/2/2022	Project/Site: Veridea	Latitude: 35.688992
Evaluator: SEC - Joshua HARVEY	County: WAKE	Longitude: -78.751202
Total Points: *Stream is at least intermittent if ≥ 19 or perennial if ≥ 30** No Scoreable Feature	Stream Determination (circle one) (Ephemeral) Intermittent Perennial	Other BB *e.g. Quad Name:*

A. Geomorphology (Subtotal = /)	Absent	Weak	Moderate	Strong
1a. Continuity of channel bed and bank	0	1	2	3
2. Sinuosity of channel along thalweg	0	1	2	3
3. In-channel structure: ex. riffle-pool, step-pool, ripple-pool sequence	0	1	2	3
4. Particle size of stream substrate	0	1	2	3
5. Active/relict floodplain	0	1	2	3
6. Depositional bars or benches	0	1	2	3
7. Recent alluvial deposits	0	1	2	3
8. Headcuts	0	1	2	3
9. Grade control	0	0.5	1	1.5
10. Natural valley	0	0.5	1	1.5
11. Second or greater order channel artificial ditches are not rated; see discussions in manual	No = 0		Yes = 3	

B. Hydrology (Subtotal = /)				
12. Presence of Baseflow	0	1	2	3
13. Iron oxidizing bacteria	0	1	2	3
14. Leaf litter	1.5	1	0.5	0
15. Sediment on plants or debris	0	0.5	1	1.5
16. Organic debris lines or piles	0	0.5	1	1.5
17. Soil-based evidence of high water table?	No = 0		Yes = 3	

C. Biology (Subtotal = /)				
18. Fibrous roots in streambed	3	2	1	0
19. Rooted upland plants in streambed	3	2	1	0
20. Macrobenthos (note diversity and abundance)	0	1	2	3
21. Aquatic Mollusks	0	1	2	3
22. Fish	0	0.5	1	1.5
23. Crayfish	0	0.5	1	1.5
24. Amphibians	0	0.5	1	1.5
25. Algae	0	0.5	1	1.5
26. Wetland plants in streambed	/	FACW = 0.75; OBL = 1.5 Other = 0		

*perennial streams may also be identified using other methods. See p. 35 of manual.

Notes:

Sketch:

Soils = Intermittent

USGS = Not Present

JM 12/2022

WEST SF39 ( ) roadside ditch

NC Division of Water Quality –Methodology for Identification of Intermittent and Perennial Streams and Their Origins v. 4.1

NC DWQ Stream Identification Form Version 4.1

Date: 11/2/2022	Project/Site: Verdeu	Latitude: 35.703025
Evaluator: STEC - JOSHUA HARVEY	County: WAKE	Longitude: -78.859370
Total Points: *Stream is at least intermittent if ≥ 19 or perennial if ≥ 30** No Scorable Feature	Stream Determination (circle one) Ephemeral Intermittent Perennial	Other CC *e.g. Quad Name:*

A. Geomorphology (Subtotal = /)	Absent	Weak	Moderate	Strong
1[a]. Continuity of channel bed and bank	0	1	2	3
2. Sinuosity of channel along thalweg	0	1	2	3
3. In-channel structure: ex. riffle-pool, step-pool, ripple-pool sequence	0	1	2	3
4. Particle size of stream substrate	0	1	2	3
5. Active/relict floodplain	0	1	2	3
6. Depositional bars or benches	0	1	2	3
7. Recent alluvial deposits	0	1	2	3
8. Headcuts	0	1	2	3
9. Grade control	0	0.5	1	1.5
10. Natural valley	0	0.5	1	1.5
11. Second or greater order channel	No = 0		Yes = 3	

[a] artificial ditches are not rated; see discussions in manual

B. Hydrology (Subtotal = /)				
12. Presence of Baseflow	0	1	2	3
13. Iron oxidizing bacteria	0	1	2	3
14. Leaf litter	1.5	1	0.5	0
15. Sediment on plants or debris	0	0.5	1	1.5
16. Organic debris lines or piles	0	0.5	1	1.5
17. Soil-based evidence of high water table?	No = 0		Yes = 3	

C. Biology (Subtotal = /)				
18. Fibrous roots in streambed	3	2	1	0
19. Rooted upland plants in streambed	3	2	1	0
20. Macrobenthos (note diversity and abundance)	0	1	2	3
21. Aquatic Mollusks	0	1	2	3
22. Fish	0	0.5	1	1.5
23. Crayfish	0	0.5	1	1.5
24. Amphibians	0	0.5	1	1.5
25. Algae	0	0.5	1	1.5
26. Wetland plants in streambed	FACW = 0.75; OBL = 1.5 Other = 0			

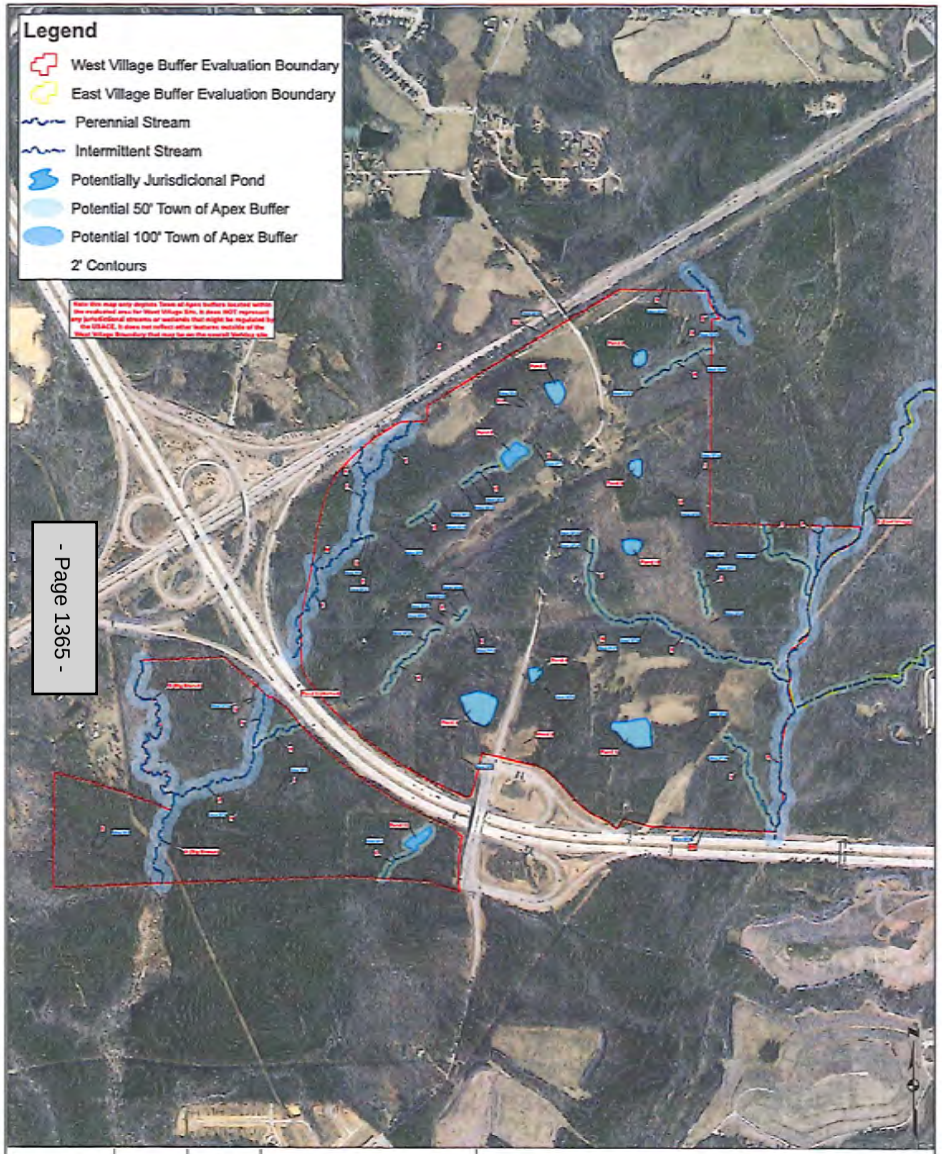
*perennial streams may also be identified using other methods. See p. 35 of manual.

Notes:

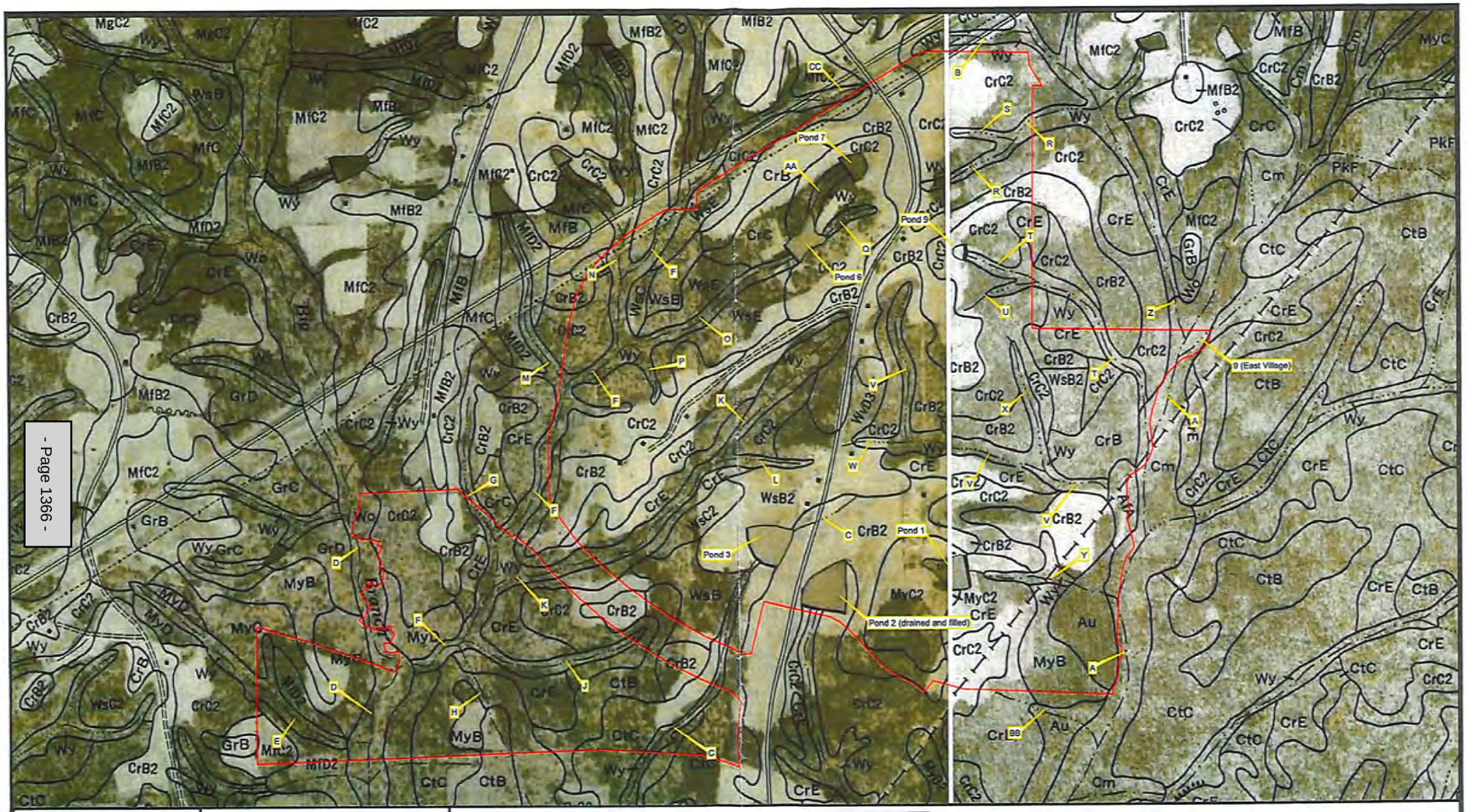
Sketch:

Soils = Intermittent
USGS = Not Present

JM 12/20/2022


Legend
West Village Buffer Evaluation Boundary
East Village Buffer Evaluation Boundary
Perennial Stream
Intermittent Stream
Potentially Jurisdicional Pond
Potential 50' Town of Apex Buffer
Potential 100' Town of Apex Buffer
2' Contours
West Village Buffer Map
Veridea
S&EC
Soil & Environmental Consultants, PA
0 300 600 1,200
Feet

JM 12/15/2022



Project Number: 11065.W28	Map Title: Figure 2 - Soil Survey	
Project Manager: SB	Veridea West Village	
Scale: 1" = 750'	Source: Wake County Soil Survey Sheets 74 & 75	
Date: 12/02/2022		

JM 12/15/2022

S&EC
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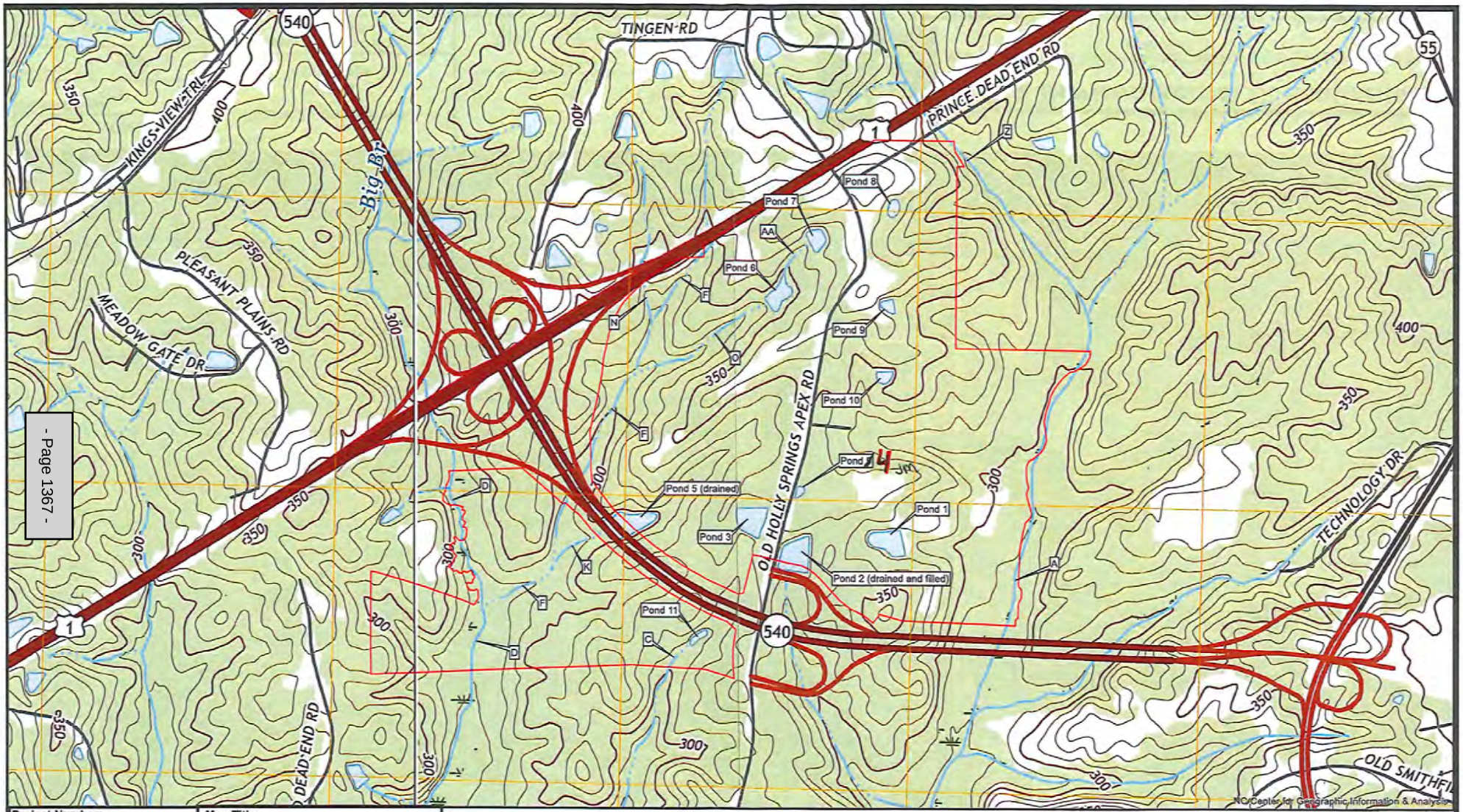
8412 Falls of Neuse Road, Suite 104, Raleigh, NC 27615 • Phone: (919) 846-5900 • Fax: (919) 846-9467
sandec.com



- Page 1367 -

Project Number:	11065.W28
Project Manager:	SB
Scale:	1" = 1000'
Date:	12/02/2022

Map Title: **Figure 1 - USGS Map**

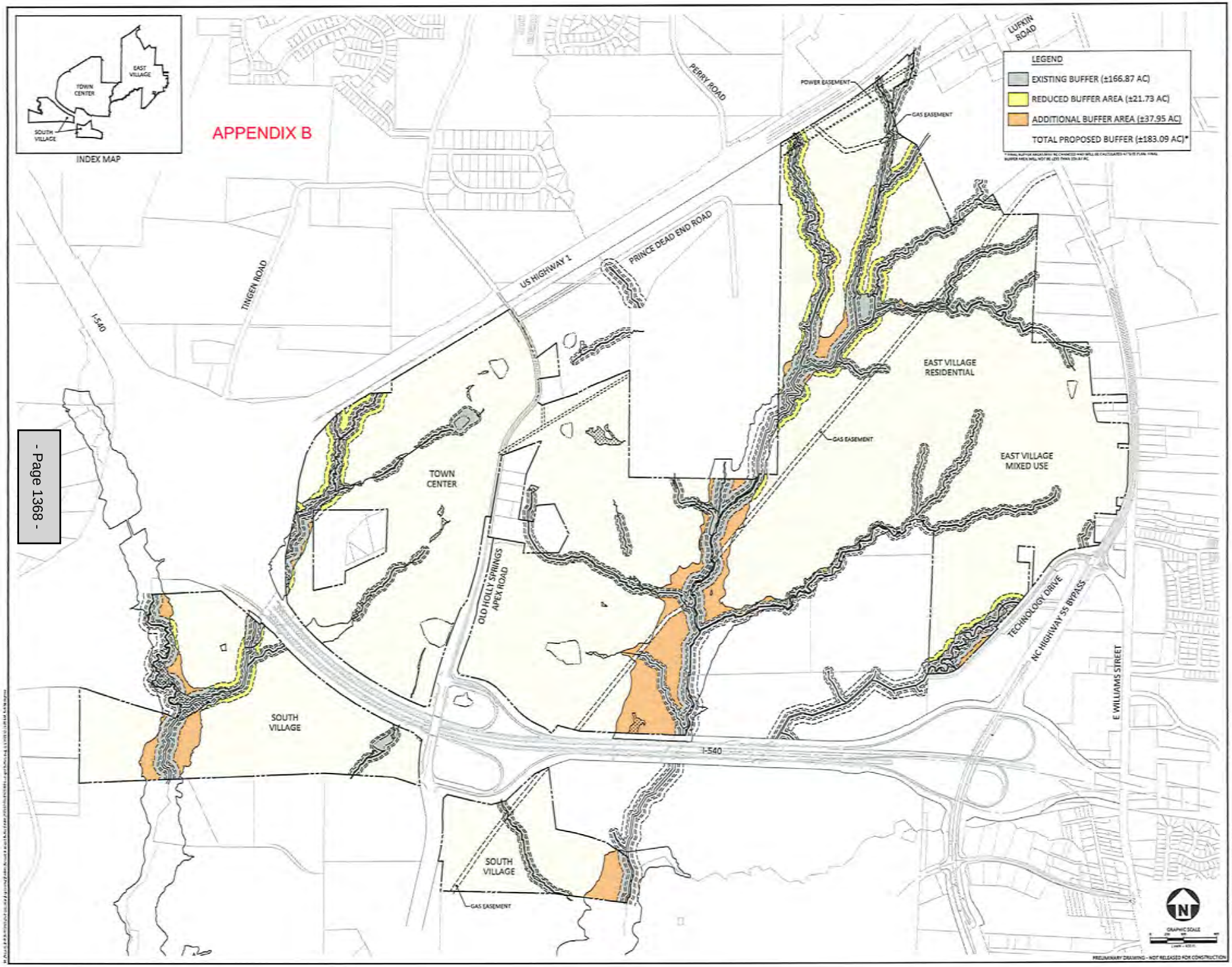
Veridea
West Village

Source: 2019 NC New Hill & Apex Quads

0 1,000 2,000
Feet

N

S&EC
Soil & Environmental Consultants, PA
8412 Falls of Neuse Road, Suite 104, Raleigh, NC 27615 • Phone: (919) 846-5900 • Fax: (919) 846-9467
sandec.com



McADAMS
The John R. McAdams Company, Inc.
2905 Meridian Parkway
Durham, NC 27713
phone 919 361 5000
fax 919 361 2269
license number: C-0293, C-187
www.mcadamsco.com

VERIDEA
AVERAGED STREAM BUFFER EXHIBIT
APEX, NORTH CAROLINA

REVISIONS

PLAN INFORMATION
PROJECT NO. RKR-22001
FILENAME RKR22001-S1
CHECKED BY WHD
DRAWN BY RLH
SCALE 1"=400'
DATE JUL 20 2023

SHEET
AVERAGED STREAM BUFFER EXHIBIT
E1.00

Attachment D

ORD-2024-068

AN ORDINANCE TO ADOPT ADDITIONAL SUSTAINABILITY STANDARDS FOR VERIDEA

BE IT ORDAINED by the Town Council of the Town of Apex as follows:

Section 1. The Veridea Pattern Book for Veridea is hereby adopted in accordance with Section 2.3.16.F.3 of the Unified Development Ordinance and Section 5.13 of the Sustainable Development Plan adopted for Veridea by Rezoning #09CZ07 ("Veridea SD Plan").

Section 2. The lands that are the subject of the Ordinance are those certain lands described in Attachment "A" – Legal Description which is incorporated herein by reference.

Section 3. Pursuant to Section 3.3.4 of the Veridea SD Plan, the Veridea Pattern Book in Attachment "B" is hereby incorporated into the Veridea SD Plan and is applicable to the land described in Attachment "A" and to any lands subsequently rezoned to be included in the Veridea SD Plan.

Section 4. The ordinance shall be effective upon enactment on the 27th day of August 2024.

Introduced by Council Member Killingsworth

Seconded by Council Member Zegerman

Attest:

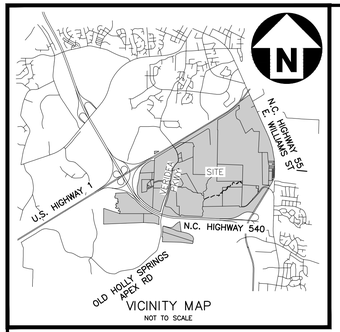
Allen Coleman, CMC, NCCCC
Town Clerk

TOWN OF APEX

Edward Gray
Mayor Pro-Tempore

Approved As To Form:

Laurie L. Hohe
Town Attorney



VICINITY MAP
NOT TO SCALE

GENERAL NOTES

1. THIS IS AN ALTA/NSPS LAND TITLE SURVEY.
2. BEARINGS FOR THIS SURVEY ARE BASED ON THE LOCAL SITE DATUM.
3. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES.
4. ZONING: VARIES ACCORDING TO TOWN OF APEX ZONING MAP AMENDED 2/22/2022, ZONING FOR EACH PARCEL SHOWN ON MAP. NO ZONING REPORT PROVIDED.
5. AREA BY COORDINATE GEOMETRY.
6. FLOOD NOTE: THIS PROPERTY IS LOCATED IN A SPECIAL FLOOD HAZARD ZONE. IT IS PARTIALLY LOCATED IN ZONES "X" AND "AE" AS DEFINED BY F.E.M.A F.I.R.M COMMUNITY PANELS 3720077410OJ DATED 5/2/2006, 3720074000K DATED 7/19/2022, AND 3720073000K DATED 7/19/2022.
7. REFERENCES: AS SHOWN
8. UTILITY STATEMENT
   THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.
10. NO EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS, RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING FIELDWORK.
11. NO FIELD DELINEATION OF WETLANDS WAS PERFORMED AS A PART OF THIS SURVEY AND NO MARKERS FOR SUCH WERE OBSERVED
12. NO PARTY WALLS WERE LOCATED AS PART OF THIS SURVEY
13. THE SURVEYED PROPERTY SHOWN AND DESCRIBED IN THE COMMITMENT DESCRIPTION IS THE SAME PROPERTY DESCRIBED IN SCHEDULE A OF THE TITLE COMMITMENT.
14. PROPERTY HAS VEHICULAR ACCESS TO VERIDEA PARKWAY, OLD HOLLY SPRINGS APEX ROAD, AND E WILLIAMS STREET
15. BUFFERS AND STREAM TAKEN FROM B.M. 2008, PG. 436. NOT FIELD LOCATED
16. ARCHAEOLOGICAL EVIDENCE SHOWN PER "ARCHAEOLOGICAL ASSESSMENT OF THE PROPOSED VERIDEA DEVELOPMENT TRACT, BY LUAN CAO, DATED OCTOBER 2021
17. CEMETERIES SHOWN BASED ON PHYSICAL EVIDENCE. SURVEYOR DOES NOT CERTIFY THAT THE EXTENTS OF THE CEMETERY SHOWN ON THE SURVEY ARE THE FULL EXTENT OF BURIAL GROUND OR REPRESENTATIVE OF ALL RIGHTS TO USE OR ACCESS
18. PORTIONS OF EASTERN PROPERTIES SHOWN USING PLANIMETRIC FEATURES PROVIDED BY AVIOIMAGE AERIAL SURVEY.

NOT TO SCALE

TO RXR REALTY VERIDEA HOLDINGS LLC, A DELAWARE LIMITED LIABILITY COMPANY; LENNAR CAROLINAS, LLC; RXR LEN APEX OWNER LLC, A DELAWARE LIMITED LIABILITY COMPANY; PRIME X SETTLEMENT SERVICES LLC; AMTRUST TITLE INSURANCE COMPANY; AND OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 2, 3, 4, 6(a)(b), 8, 9, 11(a), 13, 15, 16, 17, 18, AND 19 OF TABLE A THEREOF.

THE FIELD WORK WAS COMPLETED ON 3/25/2022
DATE OF PLAT OR MAP: 4/1/2022
LAST REVISED: 1/23/2023

2/14/2023
DAVID J. MILLS, P.L.S. L-5477 DATE

PRELIMINARY

McADAMS
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Durham, NC 27713

phone 919. 361. 5000
fax 919. 361. 2269
license number: C-0293, C-187

www.mcadamsco.com

CLIENT

RXR REALTY
75 ROCKEFELLER PLAZA, SUITE 1300
NEW YORK, NY 10019

VERIDEA
ALTA/NSPS LAND TITLE SURVEY
VERIDEA PARKWAY
TOWN OF APEX, WAKE COUNTY, NORTH CAROLINA

NORTH CAROLINA PROFESSIONAL PRELIMINARY SURVEYOR SEAL L-5477 DAVID J. MILLS
2/14/2023

REVISIONS

NO.	DATE	
1	1/17/2023	ADDITIONAL SURVEY DESCRIPTIONS
2	1/31/2023	ADDITIONAL SURVEY DESCRIPTIONS
3	2/08/2023	ADDITIONAL SURVEY DESCRIPTIONS

PLAN INFORMATION

PROJECT NO.	RXR22001
FILENAME	RXR22001-AT1
CHECKED BY	JBT
DRAWN BY	DJM/CJS
SCALE	NOT TO SCALE
DATE	01/20/2023

SHEET

1-26

M:\Projects\RXR\RXR22001\02-Geomatics\Survey\ALTA\RXR22001-AT1.dwg, 7/16/2024 12:17:45 PM, Connor Skarins

TRACTS 1, 2, 3, 4, 5, 6, 7 NORTH, 8-1, 8-4, 9-1, 9-2-1, 9-2-2, 9-2-3, 9-3-1, 9-3-2, 9-3-4, 10-1, 10-2, 10-3, 10-7A&C, 10-7B NORTH, 11, 13-1, 13-2, 14

BEGINNING AT A POINT ON THE SOUTHERN RIGHT OF WAY OF U.S. HIGHWAY 1, SAID POINT BEING THE NORTHWEST CORNER OF TRACT I-A, AS SHOWN ON BOOK OF MAPS 2003, PAGE 398 OF THE WAKE COUNTY REGISTRY; THENCE WITH SAID RIGHT OF WAY NORTH 58°51'35" EAST A DISTANCE OF 406.60 FEET TO A CONCRETE MONUMENT; THENCE NORTH 58°00'23" EAST A DISTANCE OF 434.93 FEET TO A POINT; THENCE WITH A CURVE TO THE LEFT A RADIUS OF 5,860.99 FEET, AN ARC LENGTH OF 1,031.97 FEET, A CHORD BEARING OF NORTH 51°39'15" EAST, A CHORD LENGTH OF 1,030.63 FEET TO A POINT; THENCE SOUTH 41°41'54" EAST A DISTANCE OF 29.56 FEET TO A POINT; THENCE NORTH 46°57'49" EAST A DISTANCE OF 79.93 FEET TO A POINT, THE COMMON CORNER OF LOT 2 A SHOWN ON BOOK OF MAPS 1996, PAGE 667; THENCE WITH SAID COMMON LINE SOUTH 08°18'39" WEST A DISTANCE OF 74.71 FEET TO A POINT; THENCE SOUTH 03°57'01" EAST A DISTANCE OF 106.42 FEET TO A POINT ON THE COMMON LINE OF JUSTIN STANLEY; THENCE WITH SAID COMMON LINE SOUTH 58°19'32" WEST A DISTANCE OF 25.09 FEET TO A POINT; THENCE SOUTH 31°28'08" EAST A DISTANCE OF 99.98 FEET TO A POINT IN THE NORTH LINE OF THE TRACT SHOWN ON BOOK OF MAPS 1999, PAGE 1145; THENCE WITH SAID COMMON LINE SOUTH 58°37'43" WEST A DISTANCE OF 311.61 FEET TO A POINT; THENCE SOUTH 05°32'28" WEST A DISTANCE OF 311.05 FEET TO A POINT; THENCE SOUTH 18°18'17" EAST A DISTANCE OF 266.26 FEET TO A POINT; THENCE SOUTH 58°02'56" EAST A DISTANCE OF 253.73 FEET TO AN IRON PIPE; THENCE SOUTH 24°13'34" EAST A DISTANCE OF 1064.47 FEET TO AN IRON PIPE; THENCE NORTH 51°40'44" EAST A DISTANCE OF 610.52 FEET TO A POINT, THE COMMON CORNER OF FTPA STORAGE APEX LLC; THENCE WITH SAID COMMON LINE SOUTH 29°10'43" EAST A DISTANCE OF 276.67 FEET TO A POINT, THE SOUTHWEST CORNER OF THE TRACT SHOWN ON BOOK OF MAPS 2004, PAGE 593; THENCE WITH SAID COMMON LINE NORTH 89°42'08" EAST A DISTANCE OF 414.38 FEET TO AN IRON PIPE, THE NORTHWEST CORNER OF TRACT B, AS SHOWN ON BOOK OF MAPS 1986, PAGE 855; THENCE WITH SAID COMMON LINE SOUTH 02°52'31" WEST A DISTANCE OF 576.07 FEET TO AN IRON PIPE, THE NORTHWEST CORNER OF PPTAPEX LLC; THENCE WITH SAID COMMON LINE SOUTH 03°02'31" WEST A DISTANCE OF 260.47 FEET TO AN IRON PIPE, THE NORTHWEST CORNER OF JAMES IRVIN RIGSBEE; THENCE WITH SAID COMMON LINE SOUTH 03°08'36" WEST A DISTANCE OF 288.05 FEET TO AN IRON PIPE; THENCE SOUTH 02°21'58" WEST A DISTANCE OF 72.79 FEET TO AN AXLE, THE NORTHWEST CORNER OF KENAN TRANSPORT CO; THENCE WITH SAID COMMON LINE SOUTH 02°22'52" WEST A DISTANCE OF 365.20 FEET TO AN IRON PIPE; THENCE SOUTH 89°54'31" EAST A DISTANCE OF 270.03 FEET TO A POINT; THENCE SOUTH 89°55'44" EAST A DISTANCE OF 403.93 FEET TO A POINT, THE NORTHWEST CORNER OF DAVID RAYMER; THENCE WITH SAID COMMON LINE SOUTH 04°23'01" EAST A DISTANCE OF 445.52 FEET TO AN IRON PIPE, THE NORTHWEST CORNER OF THOMPSON GAS-SMOKIES LLC; THENCE WITH SAID COMMON LINE SOUTH 05°37'02" EAST A DISTANCE OF 199.93 FEET TO AN IRON PIPE; THENCE NORTH 89°21'15" EAST A DISTANCE OF 417.22 FEET TO A POINT ON THE WESTERN RIGHT OF WAY OF NORTH CAROLINA HIGHWAY 55; THENCE WITH SAID RIGHT OF WAY, A CURVE TO THE RIGHT, A RADIUS OF 5,633.75 FEET, AN ARC LENGTH OF 101.71 FEET, A CHORD BEARING OF SOUTH 04°07'50" EAST, A CHORD LENGTH OF 101.71 FEET TO AN IRON PIPE, THE COMMON CORNER OF DEXTER RAY; THENCE WITH SAID COMMON LINE AND THE LINE OF DAVID PAGE HEIRS, SOUTH 89°36'58" WEST A DISTANCE OF 414.74 FEET TO A POINT; THENCE SOUTH 05°37'02" EAST A DISTANCE OF 100.00 FEET TO A POINT, THE NORTHWEST CORNER OF CROWN BUILDERS AND DEVELOPERS OF NC, LLC; THENCE WITH SAID COMMON LINE SOUTH 17°12'56" EAST A DISTANCE OF 140.08 FEET TO AN IRON PIPE; THENCE SOUTH 87°06'10" EAST A DISTANCE OF 374.27 FEET TO AN IRON PIPE ON THE WESTERN RIGHT OF WAY OF SAID

HIGHWAY 55; THENCE WITH SAID RIGHT OF WAY, A CURVE TO THE RIGHT A RADIUS OF 5,633.75 FEET, AN ARC LENGTH OF 100.26 FEET, A CHORD BEARING OF SOUTH 00°30'27" EAST, A CHORD LENGTH OF 100.26 FEET TO A POINT; THENCE SOUTH 01°41'54" EAST A DISTANCE OF 100.29 FEET TO A POINT; THENCE SOUTH 01°45'44" WEST A DISTANCE OF 49.94 FEET TO A POINT ON THE NORTH LINE OF LOT 22 AS SHOWN ON BOOK OF MAPS 1948, PAGE 18; THENCE WITH SAID COMMON LINE NORTH 87°04'26" WEST A DISTANCE OF 127.90 FEET TO A POINT; THENCE SOUTH 01°28'23" WEST A DISTANCE OF 50.04 FEET TO A POINT; THENCE SOUTH 87°06'47" EAST A DISTANCE OF 127.65 FEET TO A POINT ON THE WEST RIGHT OF WAY OF SAID HIGHWAY 55; THENCE WITH SAID RIGHT OF WAY SOUTH 01°45'44" WEST A DISTANCE OF 49.94 FEET TO A POINT; THENCE SOUTH 01°45'44" WEST A DISTANCE OF 49.94 FEET TO A POINT; THENCE SOUTH 01°45'44" WEST A DISTANCE OF 49.94 FEET TO A POINT; THENCE SOUTH 01°45'44" WEST A DISTANCE OF 49.94 FEET TO A POINT; THENCE SOUTH 01°45'44" WEST A DISTANCE OF 49.94 FEET TO A POINT; THENCE SOUTH 01°45'44" WEST A DISTANCE OF 49.79 FEET TO A POINT; THENCE SOUTH 01°45'44" WEST A DISTANCE OF 50.00 FEET TO A POINT; THENCE SOUTH 01°45'44" WEST A DISTANCE OF 50.00 FEET TO A POINT; THENCE SOUTH 01°45'44" WEST A DISTANCE OF 50.00 FEET TO A POINT; THENCE SOUTH 12°49'18" WEST A DISTANCE OF 50.78 FEET TO A POINT; THENCE SOUTH 14°56'39" WEST A DISTANCE OF 51.10 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 17°33'36" WEST A DISTANCE OF 51.76 FEET TO A CONCRETE MONUMENT ON THE NORTH LINE OF LOT 9, AS SHOWN ON BOOK OF MAPS 1948, PAGE 18; THENCE WITH SAID COMMON LINE NORTH 86°43'05" WEST A DISTANCE OF 89.07 FEET TO A POINT; THENCE SOUTH 01°28'00" WEST A DISTANCE OF 100.88 FEET TO A POINT; THENCE SOUTH 87°17'00" EAST A DISTANCE OF 51.62 FEET TO A POINT ON THE WESTERN RIGHT OF WAY OF SAID HIGHWAY 55; THENCE WITH SAID RIGHT OF WAY SOUTH 22°15'24" WEST A DISTANCE OF 53.04 FEET TO A POINT ON THE NORTHERN LINE OF LOT 6 AS SHOWN ON BOOK OF MAPS 1948, PAGE 18; THENCE WITH SAID COMMON LINE NORTH 87°17'00" WEST A DISTANCE OF 32.79 FEET TO A POINT; THENCE SOUTH 01°28'00" WEST A DISTANCE OF 48.52 FEET TO A POINT ON THE NORTHERN LINE OF THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION; THENCE WITH SAID COMMON LINE NORTH 87°21'16" WEST A DISTANCE OF 259.05 FEET TO A POINT; THENCE SOUTH 01°23'44" WEST A DISTANCE OF 347.79 FEET TO AN IRON PIPE; THENCE SOUTH 86°24'46" EAST A DISTANCE OF 74.06 FEET TO A POINT ON THE WESTERN RIGHT OF WAY OF SAID HIGHWAY 55; THENCE WITH SAID RIGHT OF WAY SOUTH 34°48'30" WEST A DISTANCE OF 35.57 FEET TO A CONCRETE MONUMENT ON THE NORTHERN RIGHT OF WAY OF TECHNOLOGY DRIVE, AS SHOWN ON BOOK OF MAPS 2003, PAGE 398; THENCE WITH SAID RIGHT OF WAY SOUTH 81°05'32" WEST A DISTANCE OF 355.21 FEET TO A POINT; THENCE SOUTH 60°43'09" WEST A DISTANCE OF 132.34 FEET TO A POINT; THENCE A CURVE TO THE LEFT, A RADIUS OF 426.43 FEET, AN ARC LENGTH OF 181.19 FEET, A CHORD BEARING OF SOUTH 49°06'58" WEST, A CHORD LENGTH OF 179.83 FEET TO A POINT; THENCE SOUTH 36°56'38" WEST A DISTANCE OF 162.54 FEET TO A POINT; THENCE SOUTH 37°44'51" WEST A DISTANCE OF 163.20 FEET TO A POINT ON THE EASTERN LINE OF THE BREGMAN TRACT SHOWN ON BOOK OF MAPS 2002, PAGE 165; THENCE WITH SAID COMMON LINE NORTH 02°38'53" EAST A DISTANCE OF 477.63 FEET TO AN IRON PIPE; THENCE NORTH 86°17'11" WEST A DISTANCE OF 191.04 FEET TO AN IRON PIPE; THENCE SOUTH 02°37'54" WEST A DISTANCE OF 192.78 FEET TO AN IRON PIPE; THENCE SOUTH 87°21'03" EAST A DISTANCE OF 144.87 FEET TO A POINT; THENCE SOUTH 02°38'53" WEST A DISTANCE OF 351.16 FEET TO A POINT ON THE NORTHER RIGHT OF WAY OF SAID TECHNOLOGY DRIVE; THENCE WITH SAID RIGHT OF WAY, A CURVE TO THE RIGHT, A RADIUS OF 5,840.02 FEET, AN ARC LENGTH OF 578.81 FEET, A CHORD BEARING OF SOUTH 42°11'18" WEST, A CHORD LENGTH OF 578.57 FEET TO A POINT; THENCE SOUTH 45°24'35" EAST A DISTANCE OF 26.85 FEET TO A POINT; THENCE

SOUTH 44°12'36" WEST A DISTANCE OF 620.76 FEET TO A POINT; THENCE A CURVE TO THE RIGHT, A RADIUS OF 351.98 FEET, AN ARC LENGTH OF 268.88 FEET, A CHORD BEARING OF SOUTH 67°02'07" WEST, A CHORD LENGTH OF 262.39 FEET TO A POINT; THENCE SOUTH 88°52'01" WEST A DISTANCE OF 164.86 FEET TO A POINT THE SOUTHEAST CORNER OF THE TRACT SHOWN ON BOOK OF MAPS 2000, PAGE 1920; THENCE WITH SAID COMMON LINE NORTH 02°16'22" EAST A DISTANCE OF 50.18 FEET TO AN IRON PIPE; THENCE NORTH 02°17'00" EAST A DISTANCE OF 1,402.38 FEET TO A POINT; THENCE NORTH 02°17'00" EAST A DISTANCE OF 163.32 FEET TO AN IRON PIPE ON THE EASTERN LINE OF TRACT 1, AS SHOWN ON BOOK OF MAPS 2009, PAGE 884; THENCE WITH SAID COMMON LINE NORTH 02°11'42" EAST A DISTANCE OF 120.99 FEET TO A POINT NEAR THE CREEK AS SHOWN ON THE AFORE SAID MAP; THENCE GENERALLY WITH THE COURSE OF SAID CREEK AS SHOWN ON THE AFORE SAID MAP, NORTH 82°46'29" WEST A DISTANCE OF 59.32 FEET TO A POINT; THENCE NORTH 38°01'48" WEST A DISTANCE OF 154.60 FEET TO A POINT; THENCE NORTH 84°02'09" WEST A DISTANCE OF 86.70 FEET TO A POINT; THENCE SOUTH 20°44'56" WEST A DISTANCE OF 18.43 FEET TO A POINT; THENCE SOUTH 79°18'34" WEST A DISTANCE OF 39.77 FEET TO A POINT; THENCE SOUTH 13°19'46" EAST A DISTANCE OF 38.31 FEET TO A POINT; THENCE SOUTH 76°35'49" WEST A DISTANCE OF 53.23 FEET TO A POINT; THENCE SOUTH 26°54'51" WEST A DISTANCE OF 42.90 FEET TO A POINT; THENCE SOUTH 33°19'02" EAST A DISTANCE OF 29.87 FEET TO A POINT; THENCE SOUTH 51°46'22" WEST A DISTANCE OF 61.75 FEET TO A POINT; THENCE NORTH 64°34'50" WEST A DISTANCE OF 58.31 FEET TO A POINT; THENCE SOUTH 29°34'47" WEST A DISTANCE OF 47.94 FEET TO A POINT; THENCE SOUTH 71°40'28" WEST A DISTANCE OF 23.79 FEET TO A POINT; THENCE NORTH 39°32'53" WEST A DISTANCE OF 102.73 FEET TO A POINT; THENCE NORTH 69°26'41" WEST A DISTANCE OF 124.25 FEET TO A POINT; THENCE SOUTH 57°24'05" WEST A DISTANCE OF 82.87 FEET TO A POINT; THENCE SOUTH 07°43'11" WEST A DISTANCE OF 131.15 FEET TO A POINT; THENCE SOUTH 83°27'25" WEST A DISTANCE OF 147.78 FEET TO A POINT; THENCE SOUTH 00°36'20" EAST A DISTANCE OF 95.70 FEET TO A POINT; THENCE SOUTH 80°37'14" WEST A DISTANCE OF 210.03 FEET TO A POINT; THENCE SOUTH 21°46'20" WEST A DISTANCE OF 110.71 FEET TO A POINT; THENCE SOUTH 78°48'03" EAST A DISTANCE OF 41.76 FEET TO A POINT; THENCE SOUTH 32°29'11" WEST A DISTANCE OF 93.04 FEET TO A POINT; THENCE NORTH 66°26'02" WEST A DISTANCE OF 45.02 FEET TO A POINT; THENCE SOUTH 47°52'32" WEST A DISTANCE OF 34.12 FEET TO A POINT; THENCE SOUTH 00°28'52" WEST A DISTANCE OF 71.12 FEET TO A POINT; THENCE SOUTH 79°33'24" WEST A DISTANCE OF 96.46 FEET TO A POINT; THENCE NORTH 52°02'42" WEST A DISTANCE OF 30.57 FEET TO A POINT; THENCE SOUTH 81°23'08" WEST A DISTANCE OF 60.05 FEET TO A POINT; THENCE SOUTH 41°39'40" WEST A DISTANCE OF 186.48 FEET TO A POINT; THENCE SOUTH 44°48'01" EAST A DISTANCE OF 60.58 FEET TO A POINT; THENCE SOUTH 20°16'03" WEST A DISTANCE OF 35.02 FEET TO A POINT; THENCE NORTH 76°32'52" WEST A DISTANCE OF 126.07 FEET TO A POINT; THENCE SOUTH 34°49'57" WEST A DISTANCE OF 90.84 FEET TO A POINT; THENCE NORTH 41°34'57" WEST A DISTANCE OF 26.79 FEET TO A POINT; THENCE SOUTH 44°48'57" WEST A DISTANCE OF 69.31 FEET TO A POINT; THENCE SOUTH 28°17'36" EAST A DISTANCE OF 74.29 FEET TO A POINT; THENCE SOUTH 47°29'27" WEST A DISTANCE OF 92.11 FEET TO A POINT; THENCE NORTH 49°33'56" WEST A DISTANCE OF 78.37 FEET TO A POINT; THENCE SOUTH 87°17'25" WEST A DISTANCE OF 290.72 FEET TO A POINT; THENCE SOUTH 11°44'33" WEST A DISTANCE OF 20.66 FEET TO A POINT; THENCE SOUTH 64°16'17" WEST A DISTANCE OF 220.45 FEET TO A POINT; THENCE SOUTH 82°21'19" WEST A DISTANCE OF 72.19 FEET TO A POINT; THENCE NORTH 36°16'44" WEST A DISTANCE OF 42.40 FEET TO A POINT; THENCE SOUTH 69°36'51" WEST A DISTANCE OF 126.77 FEET TO A POINT; THENCE SOUTH 62°06'56" WEST A DISTANCE OF 316.17 FEET TO A POINT IN THE CENTERLINE OF WHITE OAK CREEK; THENCE WITH SAID CREEK SOUTH

17°45'27" WEST A DISTANCE OF 29.26 FEET TO A POINT; THENCE SOUTH 26°24'46" WEST A DISTANCE OF 31.72 FEET TO A POINT; THENCE SOUTH 40°05'18" WEST A DISTANCE OF 78.74 FEET TO A POINT; THENCE SOUTH 07°45'39" WEST A DISTANCE OF 35.25 FEET TO A POINT; THENCE SOUTH 42°06'24" WEST A DISTANCE OF 57.16 FEET TO A POINT; THENCE SOUTH 01°06'28" WEST A DISTANCE OF 351.89 FEET TO AN IRON PIE ON THE NORTHERN LINE OF GREENWAY WASTE SOLUTIONS OF APEX LLC; THENCE WITH SAID COMMON LINE SOUTH 88°51'48" WEST A DISTANCE OF 28.47 FEET TO A POINT; THENCE SOUTH 03°52'45" WEST A DISTANCE OF 158.77 FEET TO A POINT; THENCE SOUTH 23°38'07" EAST A DISTANCE OF 210.79 FEET TO A POINT; THENCE SOUTH 30°01'31" WEST A DISTANCE OF 156.29 FEET TO A POINT; THENCE SOUTH 11°48'54" EAST A DISTANCE OF 104.71 FEET TO A POINT; THENCE SOUTH 19°26'04" WEST A DISTANCE OF 147.77 FEET TO A POINT ON THE NORTHERN RIGHT OF WAY OF NORTH CAROLINA HIGHWAY 540; THENCE WITH SAID RIGHT OF WAY NORTH 87°35'38" WEST A DISTANCE OF 1,273.34 FEET TO AN IRON PIPE; THENCE NORTH 75°03'53" WEST A DISTANCE OF 276.59 FEET TO AN IRON PIPE; THENCE SOUTH 36°13'41" WEST A DISTANCE OF 120.37 FEET TO AN IRON PIPE; THENCE NORTH 49°31'49" WEST A DISTANCE OF 105.40 FEET TO AN IRON PIPE; THENCE NORTH 65°24'12" WEST A DISTANCE OF 112.48 FEET TO A CONCRETE MONUMENT; THENCE A CURVE TO THE RIGHT, A RADIUS OF 865.00 FEET, AN ARC LENGTH OF 261.30 FEET, A CHORD BEARING OF NORTH 54°43'51" WEST, A CHORD LENGTH OF 260.31 FEET TO A CONCRETE MONUMENT; THENCE NORTH 42°11'22" WEST A DISTANCE OF 182.87 FEET TO A CONCRETE MONUMENT; THENCE NORTH 40°19'02" WEST A DISTANCE OF 35.61 FEET TO A POINT; THENCE NORTH 44°05'45" WEST A DISTANCE OF 184.73 FEET TO A CONCRETE MONUMENT; THENCE WITH A CURVE TO THE LEFT A RADIUS OF 534.00 FEET, AN ARC LENGTH OF 249.50 FEET, A CHORD BEARING OF NORTH 64°32'31" WEST, A CHORD LENGTH OF 247.24 FEET TO A CONCRETE MONUMENT; THENCE NORTH 77°55'37" WEST A DISTANCE OF 220.93 FEET TO A CONCRETE MONUMENT; THENCE NORTH 25°05'55" WEST A DISTANCE OF 60.93 FEET TO A CONCRETE MONUMENT ON THE RIGHT OF WAY OF VERIDEA PARKWAY; THENCE WITH SAID RIGHT OF WAY, A CURVE TO THE RIGHT, A RADIUS OF 5,930.50 FEET, AN ARC LENGTH OF 363.87 FEET, A CHORD BEARING OF NORTH 18°48'19" EAST, A CHORD LENGTH OF 363.81 FEET TO A POINT; THENCE NORTH 20°49'17" EAST A DISTANCE OF 59.37 FEET TO A POINT; THENCE NORTH 17°36'52" EAST A DISTANCE OF 299.95 FEET TO A POINT; THENCE NORTH 07°20'42" EAST A DISTANCE OF 127.17 FEET TO A POINT; THENCE NORTH 16°56'54" EAST A DISTANCE OF 296.14 FEET TO A POINT; THENCE A CURVE TO THE LEFT, A RADIUS OF 2,067.50 FEET, AN ARC LENGTH OF 227.29 FEET, A CHORD BEARING OF NORTH 13°47'56" EAST, A CHORD LENGTH OF 227.18 FEET TO A POINT; THENCE NORTH 09°16'52" EAST A DISTANCE OF 6.98 FEET TO A POINT; THENCE NORTH 09°16'52" EAST A DISTANCE OF 31.69 FEET TO A POINT; THENCE NORTH 09°28'48" EAST A DISTANCE OF 166.90 FEET TO A POINT; THENCE NORTH 09°28'48" EAST A DISTANCE OF 13.32 FEET TO A POINT; THENCE NORTH 09°28'48" EAST A DISTANCE OF 17.71 FEET TO A POINT; THENCE NORTH 09°28'48" EAST A DISTANCE OF 55.05 FEET TO A POINT ON THE SOUTHERN LINE OF ROGER BUSHEE; THENCE WITH SAID COMMON LINE SOUTH 80°05'31" EAST A DISTANCE OF 386.35 FEET TO AN IRON PIPE, AS SHOWN ON THE WESTERN LINE OF THE 5.00 ACRE TRACT SHOWN ON BOOK OF MAPS 1998, PAGE 1052; THENCE WITH SAID COMMON LINE SOUTH 09°53'16" WEST A DISTANCE OF 120.00 FEET TO AN IRON PIPE; THENCE NORTH 89°42'24" EAST A DISTANCE OF 427.65 FEET TO AN IRON PIPE; THENCE NORTH 28°17'19" EAST A DISTANCE OF 258.03 FEET TO A POINT; THENCE NORTH 25°29'27" WEST A DISTANCE OF 398.53 FEET TO A POINT; THENCE SOUTH 85°22'14" WEST A DISTANCE OF 220.54 FEET TO A POINT; THENCE SOUTH 09°39'36" WEST A DISTANCE OF 200.09 FEET TO A POINT, THE NORTHEAST CORNER OF ROGER BUSHEE; THENCE WITH SAID COMMON LINE NORTH 80°09'19" WEST A DISTANCE OF 185.05 FEET TO A POINT, THE SOUTHWEST CORNER OF WJ FIELDS; THENCE WITH

SAID COMMON LINE OF FIELDS AND OTHERS NORTH 09°58'01" EAST A DISTANCE OF 550.14 FEET TO A POINT, THE SOUTHEAST CORNER OF WHITEHOUSE ASSETS MANAGEMENT, LLC; THENCE WITH SAID COMMON LINE NORTH 24°25'22" EAST A DISTANCE OF 442.30 FEET TO A POINT; THENCE SOUTH 69°45'18" WEST A DISTANCE OF 509.98 FEET TO A REBAR IN THE CENTERLINE OF VERIDEA PARKWAY; THENCE WITH SAID LINE SOUTH 09°52'33" WEST A DISTANCE OF 171.70 FEET TO A POINT; THENCE SOUTH 09°57'23" WEST A DISTANCE OF 550.24 FEET TO A POINT; THENCE SOUTH 09°26'46" WEST A DISTANCE OF 21.55 FEET TO A POINT; THENCE NORTH 89°10'45" WEST A DISTANCE OF 68.12 FEET TO A POINT ON THE WESTERN RIGHT OF WAY OF VERIDEA PARKWAY; THENCE WITH SAID RIGHT OF WAY SOUTH 09°28'47" WEST A DISTANCE OF 60.77 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 09°28'45" WEST A DISTANCE OF 430.91 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 09°46'52" WEST A DISTANCE OF 74.87 FEET TO A CONCRETE MONUMENT; THENCE A CURVE TO THE RIGHT, A RADIUS OF 1,933.03 FEET, AN ARC LENGTH OF 173.41 FEET, A CHORD BEARING OF SOUTH 14°22'33" WEST, A CHORD LENGTH OF 173.35 FEET TO A POINT; THENCE SOUTH 16°56'46" WEST A DISTANCE OF 296.14 FEET TO A POINT; THENCE SOUTH 36°46'38" WEST A DISTANCE OF 128.94 FEET TO A POINT; THENCE SOUTH 21°28'31" WEST A DISTANCE OF 304.38 FEET TO A POINT; THENCE SOUTH 20°42'10" WEST A DISTANCE OF 61.19 FEET TO A POINT; THENCE A CURVE TO THE LEFT, A RADIUS OF 6,150.50 FEET, AN ARC LENGTH OF 428.45 FEET, A CHORD BEARING OF SOUTH 18°25'23" WEST, A CHORD LENGTH OF 428.36 FEET TO A CONCRETE MONUMENT; THENCE A CURVE TO THE LEFT, A RADIUS OF 6,150.50 FEET, AN ARC LENGTH OF 203.98 FEET, A CHORD BEARING OF SOUTH 15°28'40" WEST, A CHORD LENGTH OF 203.97 FEET TO A CONCRETE MONUMENT; THENCE A CURVE TO THE LEFT A RADIUS OF 6,150.50 FEET, AN ARC LENGTH OF 244.84 FEET, A CHORD BEARING OF SOUTH 13°23'14" WEST, A CHORD LENGTH OF 244.82 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 82°34'50" WEST A DISTANCE OF 63.94 FEET TO A CONCRETE MONUMENT ON THE NORTHERN RIGHT OF WAY OF NORTH CAROLINA HIGHWAY 540; THENCE WITH SAID RIGHT OF WAY, A CURVE TO THE RIGHT, A RADIUS OF 4,035.00 FEET, AN ARC LENGTH OF 584.49 FEET, A CHORD BEARING OF NORTH 63°59'55" WEST, A CHORD LENGTH OF 583.98 FEET TO A POINT; THENCE A CURVE TO THE RIGHT, A RADIUS OF 4,035.00 FEET, AN ARC LENGTH OF 857.09 FEET, A CHORD BEARING OF NORTH 53°42'27" WEST, A CHORD LENGTH OF 855.48 FEET TO AN IRON PIPE; THENCE A CURVE TO THE RIGHT, A RADIUS OF 4,054.26 FEET, AN ARC LENGTH OF 326.65 FEET, A CHORD BEARING OF NORTH 45°18'10" WEST, A CHORD LENGTH OF 326.56 FEET TO AN IRON PIPE; THENCE NORTH 36°43'15" WEST A DISTANCE OF 102.76 FEET TO AN IRON PIPE; THENCE NORTH 35°20'20" WEST A DISTANCE OF 237.13 FEET TO AN IRON PIPE; THENCE NORTH 07°47'12" WEST A DISTANCE OF 131.08 FEET TO AN IRON PIPE; THENCE NORTH 00°34'29" WEST A DISTANCE OF 436.11 FEET TO AN IRON PIPE; THENCE NORTH 12°52'53" EAST A DISTANCE OF 565.14 FEET TO AN IRON PIPE; THENCE NORTH 05°57'15" EAST A DISTANCE OF 356.74 FEET TO AN IRON PIPE; THENCE NORTH 15°26'08" EAST A DISTANCE OF 134.33 FEET TO A POINT; THENCE NORTH 15°26'08" EAST A DISTANCE OF 200.01 FEET TO AN IRON PIPE; THENCE NORTH 28°28'53" EAST A DISTANCE OF 237.21 FEET TO AN IRON PIPE; THENCE NORTH 45°14'54" EAST A DISTANCE OF 75.20 FEET TO AN IRON PIPE; THENCE NORTH 42°51'55" EAST A DISTANCE OF 241.20 FEET TO AN IRON PIPE; THENCE NORTH 50°43'55" EAST A DISTANCE OF 160.95 FEET TO AN IRON PIPE ON THE SOUTHERN RIGHT OF WAY US HIGHWAY 1; THENCE WITH SAID RIGHT OF WAY NORTH 58°37'05" EAST A DISTANCE OF 364.36 FEET TO A POINT ON THE SOUTHERN LINE OF YMCA OF THE TRIANGLE; THENCE WITH SAID COMMON LINE NORTH 87°38'44" EAST A DISTANCE OF 265.82 FEET TO A POINT; THENCE NORTH 00°27'33" WEST A DISTANCE OF 149.91 FEET TO A POINT ON THE SOUTHERN RIGHT OF WAY OF SAID US HIGHWAY 1; THENCE WITH SAID RIGHT OF WAY NORTH 58°41'20" EAST A DISTANCE OF 1,668.68 FEET TO A POINT IN

THE CENTERLINE OF VERIDEA PARKWAY, THE COMMON CORNER OF TRACT 2 AS SHOWN ON BOOK OF MAPS 1978, PAGE 731; THENCE WITH SAID CENTERLINE SOUTH 34°51'52" EAST A DISTANCE OF 160.69 FEET TO A POINT; THENCE SOUTH 34°51'52" EAST A DISTANCE OF 29.87 FEET TO A POINT; THENCE WITH A CURVE TO THE RIGHT A RADIUS OF 1,153.78 FEET, AN ARC LENGTH OF 159.25 FEET, A CHORD BEARING OF SOUTH 29°56'17" EAST, A CHORD LENGTH OF 159.12 FEET TO A POINT; THENCE A CURVE TO THE RIGHT, A RADIUS OF 1,410.24 FEET, AN ARC LENGTH OF 237.39 FEET, A CHORD BEARING OF SOUTH 21°35'10" EAST, A CHORD LENGTH OF 237.11 FEET TO A POINT; THENCE A CURVE TO THE RIGHT, A RADIUS OF 1,412.80 FEET, AN ARC LENGTH OF 95.19 FEET, A CHORD BEARING OF SOUTH 15°10'37" EAST, A CHORD LENGTH OF 95.17 FEET TO A POINT, THE COMMON CORNER OF WVPRINCE PROPERTIES LLC; THENCE WITH SAID COMMON LINE NORTH 53°12'16" EAST A DISTANCE OF 324.19 FEET TO A POINT; THENCE SOUTH 05°04'58" EAST A DISTANCE OF 406.22 FEET TO A POINT; THENCE SOUTH 82°04'14" WEST A DISTANCE OF 262.30 FEET TO A POINT IN THE CENTERLINE OF VERIDEA PARKWAY; THENCE WITH SAID LINE SOUTH 04°53'25" EAST A DISTANCE OF 109.42 FEET TO A POINT; THENCE A CURVE TO THE RIGHT, A RADIUS OF 253.36 FEET, AN ARC LENGTH OF 164.05 FEET, A CHORD BEARING OF SOUTH 13°00'27" WEST, A CHORD LENGTH OF 161.20 FEET TO AN IRON PIPE ON THE EASTERN RIGHT OF WAY OF VERIDEA PARKWAY; THENCE SOUTH 53°16'50" EAST A DISTANCE OF 31.10 FEET TO AN IRON PIPE ON THE EASTERN RIGHT OF WAY OF VERIDEA PARKWAY; THENCE SOUTH 53°16'50" EAST A DISTANCE OF 60.76 FEET TO A POINT; THENCE NORTH 71°42'44" EAST A DISTANCE OF 274.98 FEET TO A POINT; THENCE NORTH 71°42'44" EAST A DISTANCE OF 170.75 FEET TO AN IRON PIPE; THENCE NORTH 61°11'36" EAST A DISTANCE OF 171.72 FEET TO AN IRON PIPE; THENCE NORTH 67°24'08" EAST A DISTANCE OF 526.30 FEET TO AN IRON PIPE ON THE WESTERN LINE OF THE TRACT SHOWN ON PLAT BOOK 1985, PAGE 64; THENCE WITH SAID COMMON LINE SOUTH 00°33'48" WEST A DISTANCE OF 1,301.27 FEET TO AN IRON PIPE; THENCE SOUTH 88°56'50" EAST A DISTANCE OF 1,524.31 FEET TO AN IRON PIPE; THENCE NORTH 42°37'27" EAST A DISTANCE OF 84.50 FEET TO A POINT; THENCE SOUTH 87°51'02" EAST A DISTANCE OF 208.48 FEET TO AN IRON PIPE; THENCE NORTH 00°58'38" EAST A DISTANCE OF 3,283.09 FEET TO AN IRON PIPE; THENCE SOUTH 89°46'05" WEST A DISTANCE OF 25.90 FEET TO A POINT, THE SOUTHEAST CORNER OF TRACT C-2, AS SHOWN ON BOOK OF MAPS 1989, PAGE 59; THENCE WITH SAID COMMON LINE NORTH 01°31'12" EAST A DISTANCE OF 572.91 FEET TO A POINT; THENCE NORTH 01°28'31" EAST A DISTANCE OF 119.73 FEET TO A POINT; THENCE NORTH 01°30'44" EAST A DISTANCE OF 41.12 FEET TO THE POINT OF BEGINNING; CONTAINING 37,222,488 SQUARE FEET OR 854.51 ACRES.

THIS INCLUDES THE RECOMBINED PARCELS SHOWN ON B.M. 2024, PG. 630 RECORDED IN THE WAKE COUNTY REGISTER OF DEEDS.

LESS AND EXCEPT THE FOLLOWING

BEING ALL OF THE JENKS, MILBY, AND POE TRACTS SHOWN ON BOOK OF MAPS 2014, PAGE 1223 OF THE WAKE COUNTY REGISTRY. MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT A POINT ON THE SOUTHERN RIGHT OF WAY OF U.S. HIGHWAY 1, SAID POINT BEING THE NORTHWEST CORNER OF TRACT I-A, AS SHOWN ON BOOK OF MAPS 2003, PAGE 398 OF THE WAKE COUNTY REGISTRY, THE POINT OF COMMENCEMENT; THENCE SOUTH 47°02'19" WEST A DISTANCE OF 6,484.14 FEET TO AN IRON PIPE, THE NORTHEAST CORNER OF THE MILBY TRACT, AS SHOWN ON BOOK OF MAPS 2014, PAGE 1223, THE POINT OF BEGINNING; THENCE WITH THE EASTERN LINE OF THE MILBY

TRACT SOUTH 02°19'40" WEST A DISTANCE OF 199.14 FEET TO A POINT, THE NORTHWEST CORNER OF THE 1.710 ACRE TRACT SHOWN ON BOOK OF MAPS 2002, PAGE 109; THENCE WITH SAID COMMON LINE SOUTH 02°19'40" WEST A DISTANCE OF 64.13 FEET TO AN IRON PIPE; THENCE SOUTH 02°13'53" WEST A DISTANCE OF 189.40 FEET TO AN IRON PIPE; THENCE SOUTH 02°17'48" WEST A DISTANCE OF 67.39 FEET TO AN IRON PIPE; THENCE SOUTH 65°19'45" WEST A DISTANCE OF 538.99 FEET TO A POINT; THENCE SOUTH 01°27'55" WEST A DISTANCE OF 148.65 FEET TO A POINT; THENCE SOUTH 77°54'05" WEST A DISTANCE OF 389.22 FEET TO AN IRON PIPE; THENCE NORTH 00°01'19" WEST A DISTANCE OF 967.73 FEET TO A POINT; THENCE NORTH 89°58'41" EAST A DISTANCE OF 616.26 FEET TO AN IRON PIPE; THENCE NORTH 89°58'41" EAST A DISTANCE OF 133.87 FEET TO AN IRON PIPE; THENCE NORTH 87°19'22" EAST A DISTANCE OF 145.34 FEET TO THE POINT OF BEGINNING; CONTAINING 668,038 SQUARE FEET OR 15.34 ACRES.

BEING A PORTION OF THE PROGRESS ENERGY, LYNA, AND REEVES TRACTS SHOWN ON BOOK OF MAPS 2007, PAGE 1132 OF THE WAKE COUNTY REGISTRY. MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT AN EXISTING IRON PIPE ON THE EAST LINE OF TRACT A, AS SHOWN ON BOOK OF MAPS 1998, PAGE 782 OF THE WAKE COUNTY REGISTRY, BEING ALSO THE NORTHWEST CORNER OF TRACT 2, AS SHOWN ON BOOK OF MAPS 2016, PAGE 1428; THENCE WITH SAID TRACT A, NORTH 04°58'10" EAST A DISTANCE OF 362.56 FEET TO A POINT; THENCE SOUTH 89°45'44" WEST A DISTANCE OF 59.47 FEET TO A POINT ON THE EASTERN RIGHT OF WAY OF VERIDEA PARKWAY, AS DESCRIBED IN DEED BOOK 15539, PAGE 1885; THENCE WITH SAID RIGHT OF WAY NORTH 13°15'47" EAST A DISTANCE OF 53.04 FEET TO A CONCRETE MONUMENT; THENCE A CURVE TO THE LEFT, A RADIUS OF 1,700.00 FEET, AN ARC LENGTH OF 338.32 FEET, A CHORD BEARING OF NORTH 07°33'43" EAST, A CHORD LENGTH OF 337.77 FEET TO A CONCRETE MONUMENT; THENCE A CURVE TO THE LEFT, A RADIUS OF 1,900.00 FEET, AN ARC LENGTH OF 76.93 FEET, A CHORD BEARING OF NORTH 01°06'08" WEST, A CHORD LENGTH OF 76.92 FEET TO A CONCRETE MONUMENT; THENCE A CURVE TO THE LEFT, A RADIUS OF 1,900.00 FEET, AN ARC LENGTH OF 63.33 FEET, A CHORD BEARING OF NORTH 01°01'01" WEST, A CHORD LENGTH OF 63.33 FEET TO A CONCRETE MONUMENT; THENCE A CURVE TO THE LEFT, A RADIUS OF 1,900.00 FEET, AN ARC LENGTH OF 31.67 FEET, A CHORD BEARING OF NORTH 02°26'58" WEST, A CHORD LENGTH OF 31.67 FEET TO A CONCRETE MONUMENT; THENCE NORTH 02°54'23" EAST A DISTANCE OF 203.97 FEET TO A CONCRETE MONUMENT ON THE SOUTHERN RIGHT OF WAY OF NORTH CAROLINA HIGHWAY 540; THENCE WITH SAID RIGHT OF WAY NORTH 48°17'55" EAST A DISTANCE OF 64.35 FEET TO A POINT; THENCE NORTH 48°17'55" EAST A DISTANCE OF 3.48 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 76°02'09" EAST A DISTANCE OF 316.69 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 77°42'22" EAST A DISTANCE OF 224.13 FEET TO A CONCRETE MONUMENT; THENCE NORTH 74°21'52" EAST A DISTANCE OF 186.60 FEET TO A CONCRETE MONUMENT; THENCE NORTH 46°45'41" EAST A DISTANCE OF 297.04 FEET TO A CONCRETE MONUMENT; THENCE NORTH 47°49'13" EAST A DISTANCE OF 182.30 FEET TO A CONCRETE MONUMENT; THENCE NORTH 64°40'03" EAST A DISTANCE OF 179.28 FEET TO A POINT, THE NORTHWEST CORNER OF GREENWAY WASTE SOLUTIONS AS DESCRIBED IN DEED BOOK 9099, PAGE 1039; THENCE WITH SAID COMMON LINE SOUTH 06°34'16" EAST A DISTANCE OF 760.63 FEET TO AN IRON PIPE; THENCE SOUTH 79°02'49" EAST A DISTANCE OF 220.90 FEET TO A POINT; THENCE SOUTH 75°06'07" EAST A DISTANCE OF 218.69 FEET TO AN IRON PIPE; THENCE SOUTH 70°32'46" EAST A DISTANCE OF 183.78 FEET TO AN IRON PIPE; THENCE SOUTH 55°38'24" EAST A DISTANCE OF 327.19 FEET TO A POINT IN WHITE OAK CREEK; THENCE WITH SAID CREEK SOUTH 07°50'07" EAST A DISTANCE OF 31.18 FEET TO A POINT; THENCE SOUTH 24°25'22" EAST A DISTANCE OF 138.13 FEET TO A POINT, THE COMMON CORNER OF WAKE COUNTY FELTONVILLE LANDFILL, AS SHOWN ON BOOK OF MAPS 2016, PAGE 1427; THENCE WITH SAID CREEK, THE COMMON LINE, SOUTH 04°34'33" WEST A DISTANCE OF 63.94 FEET TO A POINT; THENCE SOUTH 18°23'05" WEST A DISTANCE OF 94.25 FEET TO A POINT; THENCE SOUTH 00°53'17" WEST A DISTANCE OF 65.12 FEET TO A POINT; THENCE SOUTH 00°53'17" WEST A DISTANCE OF 39.71 FEET TO A POINT; THENCE SOUTH 12°47'10" WEST A DISTANCE OF 52.16 FEET TO A POINT; THENCE SOUTH 58°49'54" WEST A DISTANCE OF 25.88 FEET TO A POINT; THENCE SOUTH 13°29'07" WEST A DISTANCE OF 65.67 FEET TO A POINT, THE NORTHEAST CORNER OF TRACT 2 AS SHOWN ON BOOK OF MAPS 2016, PAGE 1428; THENCE WITH SAID COMMON LINE NORTH 82°38'31"

WEST A DISTANCE OF 877.31 FEET TO AN IRON PIPE; THENCE NORTH 88°36'32" WEST A DISTANCE OF 1370.01 FEET TO THE POINT OF BEGINNING; CONTAINING 2,282,096 SQUARE FEET OR 52.39 ACRES.

TRACTS 8-3, 10-6, 10-7B SOUTH

BEGINNING AT A CONCRETE MONUMENT ON THE WESTERN RIGHT OF WAY OF VERIDEA PARKWAY, SAID MONUMENT BEING ON THE NORTHERN LINE OF THE TRACT SHOWN ON BOOK OF MAPS 1986, PAGE 1865, THE POINT OF BEGINNING; THENCE NORTH 71°59'15" WEST A DISTANCE OF 337.68 FEET TO AN IRON PIPE; THENCE NORTH 86°29'50" WEST A DISTANCE OF 829.07 FEET TO AN IRON PIPE, THE NORTHEAST CORNER OF TRACT 3 AS SHOWN ON BOOK OF MAPS 2022, PAGE 3; THENCE WITH SAID COMMON LINE SOUTH 87°43'51" WEST A DISTANCE OF 2,965.86 FEET TO AN IRON PIPE ON THE EASTERN LINE OF TRACT F, AS SHOWN ON BOOK OF MAPS 1974, PAGE 228; THENCE WITH SAID COMMON LINE NORTH 00°24'36" EAST A DISTANCE OF 1,161.04 FEET TO A POINT ON THE SOUTHERN LINE OF TRACT B, AS SHOWN ON BOOK OF MAPS 1979, PAGE 686; THENCE WITH SAID COMMON LINE SOUTH 78°13'36" EAST A DISTANCE OF 73.65 FEET TO A POINT; THENCE SOUTH 70°13'09" EAST A DISTANCE OF 113.59 FEET TO A POINT; THENCE SOUTH 71°57'54" EAST A DISTANCE OF 121.73 FEET TO A POINT; THENCE SOUTH 70°58'13" EAST A DISTANCE OF 114.09 FEET TO A POINT; THENCE SOUTH 72°14'11" EAST A DISTANCE OF 343.92 FEET TO A POINT; THENCE SOUTH 74°17'38" EAST A DISTANCE OF 315.81 FEET TO A POINT; THENCE SOUTH 65°13'58" EAST A DISTANCE OF 138.23 FEET TO A POINT; THENCE SOUTH 65°10'08" EAST A DISTANCE OF 10.00 FEET TO A POINT IN BIG BRANCH; THENCE WITH SAID BRANCH NORTH 19°49'58" EAST A DISTANCE OF 52.46 FEET TO A POINT; THENCE NORTH 27°34'56" EAST A DISTANCE OF 25.74 FEET TO A POINT; THENCE NORTH 62°53'48" EAST A DISTANCE OF 26.76 FEET TO A POINT; THENCE NORTH 29°01'04" WEST A DISTANCE OF 21.84 FEET TO A POINT; THENCE NORTH 05°59'14" WEST A DISTANCE OF 34.25 FEET TO A POINT; THENCE NORTH 49°53'01" EAST A DISTANCE OF 15.65 FEET TO A POINT; THENCE NORTH 35°50'22" EAST A DISTANCE OF 26.00 FEET TO A POINT; THENCE NORTH 57°56'55" WEST A DISTANCE OF 27.74 FEET TO A POINT; THENCE SOUTH 77°56'49" WEST A DISTANCE OF 70.86 FEET TO A POINT; THENCE NORTH 69°25'39" WEST A DISTANCE OF 55.42 FEET TO A POINT; THENCE NORTH 16°13'12" WEST A DISTANCE OF 54.07 FEET TO A POINT; THENCE NORTH 47°24'29" EAST A DISTANCE OF 30.81 FEET TO A POINT; THENCE SOUTH 76°52'37" EAST A DISTANCE OF 46.52 FEET TO A POINT; THENCE NORTH 23°54'47" EAST A DISTANCE OF 15.13 FEET TO A POINT; THENCE NORTH 10°53'04" EAST A DISTANCE OF 79.33 FEET TO A POINT; THENCE NORTH 70°48'08" WEST A DISTANCE OF 21.80 FEET TO A POINT; THENCE NORTH 13°57'57" WEST A DISTANCE OF 44.13 FEET TO A POINT; THENCE NORTH 54°45'55" WEST A DISTANCE OF 48.38 FEET TO A POINT; THENCE SOUTH 57°21'14" WEST A DISTANCE OF 58.90 FEET TO A POINT; THENCE SOUTH 44°33'39" WEST A DISTANCE OF 46.68 FEET TO A POINT; THENCE NORTH 46°24'21" WEST A DISTANCE OF 39.79 FEET TO A POINT; THENCE NORTH 72°29'35" WEST A DISTANCE OF 36.60 FEET TO A POINT; THENCE SOUTH 47°15'35" WEST A DISTANCE OF 18.92 FEET TO A POINT; THENCE NORTH 74°35'59" WEST A DISTANCE OF 21.22 FEET TO A POINT; THENCE NORTH 28°54'22" WEST A DISTANCE OF 20.74 FEET TO A POINT; THENCE NORTH 42°54'07" WEST A DISTANCE OF 46.75 FEET TO A POINT; THENCE NORTH 06°55'02" EAST A DISTANCE OF 26.65 FEET TO A POINT; THENCE NORTH 88°27'17" EAST A DISTANCE OF 37.67 FEET TO A POINT; THENCE NORTH 27°00'55" EAST A DISTANCE OF 19.39 FEET TO A POINT; THENCE NORTH 01°16'06" EAST A DISTANCE OF 31.60 FEET TO A POINT; THENCE NORTH 45°55'37" EAST A DISTANCE OF 50.02 FEET TO A POINT; THENCE NORTH 01°23'54" EAST A DISTANCE OF 14.01 FEET TO A POINT; THENCE NORTH 65°17'04" WEST A DISTANCE OF 42.02 FEET TO A POINT; THENCE NORTH 01°21'12" EAST A DISTANCE OF 32.19 FEET TO A POINT; THENCE NORTH 46°19'10" WEST A DISTANCE OF 51.21 FEET TO A POINT; THENCE NORTH 06°48'02" EAST A DISTANCE OF 35.97 FEET TO A POINT; THENCE NORTH 69°34'03" EAST A DISTANCE OF 41.13 FEET TO A POINT; THENCE NORTH 39°27'36" EAST A DISTANCE OF 39.13 FEET TO A POINT; THENCE NORTH 15°04'34" WEST A DISTANCE OF 20.63 FEET TO

A POINT; THENCE NORTH 51°45'25" WEST A DISTANCE OF 25.88 FEET TO A POINT; THENCE NORTH 30°03'26" EAST A DISTANCE OF 27.95 FEET TO A POINT; THENCE SOUTH 60°17'18" EAST A DISTANCE OF 30.79 FEET TO A POINT; THENCE SOUTH 36°34'38" EAST A DISTANCE OF 34.28 FEET TO A POINT; THENCE SOUTH 78°45'43" EAST A DISTANCE OF 52.43 FEET TO A POINT; THENCE NORTH 41°36'19" EAST A DISTANCE OF 15.36 FEET TO A POINT; THENCE NORTH 04°43'43" EAST A DISTANCE OF 44.44 FEET TO A POINT; THENCE NORTH 30°37'30" EAST A DISTANCE OF 51.77 FEET TO A POINT; THENCE NORTH 05°00'41" EAST A DISTANCE OF 35.48 FEET TO A POINT; THENCE SOUTH 62°04'45" WEST A DISTANCE OF 33.82 FEET TO A POINT; THENCE NORTH 44°58'03" WEST A DISTANCE OF 39.84 FEET TO A POINT; THENCE NORTH 44°37'02" EAST A DISTANCE OF 21.58 FEET TO A POINT; THENCE NORTH 53°05'19" EAST A DISTANCE OF 60.88 FEET TO A POINT; THENCE NORTH 61°15'57" WEST A DISTANCE OF 39.17 FEET TO A POINT; THENCE NORTH 50°49'25" WEST A DISTANCE OF 23.78 FEET TO A POINT; THENCE NORTH 10°03'59" WEST A DISTANCE OF 28.54 FEET TO A POINT; THENCE NORTH 38°48'29" EAST A DISTANCE OF 55.95 FEET TO A POINT; THENCE NORTH 43°08'07" WEST A DISTANCE OF 60.59 FEET TO A POINT; THENCE NORTH 42°28'11" EAST A DISTANCE OF 31.74 FEET TO A POINT; THENCE NORTH 70°54'18" WEST A DISTANCE OF 69.18 FEET TO A POINT; THENCE NORTH 86°35'18" WEST A DISTANCE OF 111.94 FEET TO A POINT; THENCE NORTH 47°58'54" WEST A DISTANCE OF 68.58 FEET TO A POINT; THENCE NORTH 30°52'49" EAST A DISTANCE OF 32.56 FEET TO A POINT; THENCE NORTH 21°24'56" WEST A DISTANCE OF 54.07 FEET TO A POINT; THENCE NORTH 55°25'47" EAST A DISTANCE OF 39.27 FEET TO A POINT; THENCE NORTH 03°25'23" WEST A DISTANCE OF 46.46 FEET TO A POINT; THENCE NORTH 31°42'04" EAST A DISTANCE OF 54.96 FEET TO A POINT; THENCE NORTH 18°30'38" EAST A DISTANCE OF 44.10 FEET TO A POINT; THENCE NORTH 01°10'29" WEST A DISTANCE OF 65.77 FEET TO A POINT; THENCE NORTH 22°17'56" WEST A DISTANCE OF 29.93 FEET TO A POINT; THENCE NORTH 19°15'09" EAST A DISTANCE OF 2.52 FEET TO A POINT ON THE SOUTH LINE OF ROBERT BEREMAN; THENCE WITH SAID COMMON LINE NORTH 87°19'40" EAST A DISTANCE OF 837.86 FEET TO A POINT ON THE SOUTHERN RIGHT OF WAY OF NORTH CAROLINA HIGHWAY 540; THENCE WITH SAID RIGHT OF WAY SOUTH 48°51'19" EAST A DISTANCE OF 616.60 FEET TO AN IRON PIPE; THENCE NORTH 44°43'56" EAST A DISTANCE OF 25.00 FEET TO AN IRON PIPE; THENCE SOUTH 50°09'33" EAST A DISTANCE OF 205.32 FEET TO AN IRON PIPE; THENCE SOUTH 39°54'37" EAST A DISTANCE OF 212.61 FEET TO AN IRON PIPE; THENCE A CURVE TO THE LEFT A RADIUS OF 4,375.00 FEET, AN ARC LENGTH OF 311.61 FEET, A CHORD BEARING OF SOUTH 45°34'54" EAST, A CHORD LENGTH OF 311.54 FEET TO AN IRON PIPE; THENCE A CURVE TO THE LEFT, A RADIUS OF 4,375.00 FEET, AN ARC LENGTH OF 1,106.45 FEET, A CHORD BEARING OF SOUTH 54°52'03" EAST, A CHORD LENGTH OF 1,103.50 FEET TO A POINT; THENCE A CURVE TO THE LEFT, A RADIUS OF 4,375.00 FEET, AN ARC LENGTH OF 456.34 FEET, A CHORD BEARING OF SOUTH 65°10'37" EAST, A CHORD LENGTH OF 456.13 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 49°00'55" EAST A DISTANCE OF 133.17 FEET TO A POINT ON THE WESTERN RIGHT OF WAY OF VERIDEA PARKWAY; THENCE WITH SAID RIGHT OF WAY, A CURVE TO THE LEFT, A RADIUS OF 1,680.00 FEET, AN ARC LENGTH OF 355.38 FEET, A CHORD BEARING OF SOUTH 05°50'57" WEST, A CHORD LENGTH OF 354.72 FEET TO A POINT; THENCE WITH A CURVE TO THE LEFT A RADIUS OF 1,680.00 FEET, AN ARC LENGTH OF 205.93 FEET, A CHORD BEARING OF SOUTH 03°43'21" EAST, A CHORD LENGTH OF 205.80 FEET TO THE POINT OF BEGINNING; CONTAINING 5,629,803 SQUARE FEET OR 129.24 ACRES.

TRACT 9-3-3

COMMENCING AT A POINT ON THE SOUTHERN RIGHT OF WAY OF U.S. HIGHWAY 1, SAID POINT BEING THE NORTHWEST CORNER OF TRACT I-A, AS SHOWN ON BOOK OF MAPS 2003, PAGE 398 OF THE WAKE COUNTY REGISTRY, THE POINT OF COMMENCEMENT; THENCE SOUTH 51°39'05" EAST A DISTANCE OF 5331.68 FEET TO AN IRON PIPE ON THE WESTERN RIGHT OF WAY OF NORTH CAROLINA HIGHWAY 55, SAID PIPE BEING THE NORTHEAST CORNER OF CROWN BUILDERS AND DEVELOPERS OF NC, LLC, THE POINT OF BEGINNING; THENCE WITH SAID COMMON LINE SOUTH 89°40'44" WEST A DISTANCE OF 123.48 FEET TO AN IRON PIPE; THENCE NORTH 02°18'46" WEST A DISTANCE OF 50.01 FEET TO AN IRON PIPE ON THE SOUTH LINE OF DEXTER MONK; THENCE WITH SAID COMMON LINE NORTH 89°43'19" EAST A DISTANCE OF 123.46 FEET TO AN IRON PIPE ON THE WESTERN RIGHT OF WAY OF SAID HIGHWAY 55; THENCE WITH SAID RIGHT OF WAY, A CURVE TO THE RIGHT A RADIUS OF 5,633.75 FEET, AN ARC LENGTH OF 49.92 FEET, A CHORD BEARING OF SOUTH 02°20'20" EAST, A CHORD LENGTH OF 49.92 FEET TO THE POINT OF BEGINNING; CONTAINING 6,168 SQUARE FEET OR 0.14 ACRES.

TRACT 12

BEING A PORTION OF TRACT 8 AS SHOWN ON BOOK OF MAPS 1978, PAGE 731 OF THE WAKE COUNTY REGISTRY. MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT AN IRON PIPE, THE SOUTHWEST CORNER OF TRACT 1 AS SHOWN ON BOOK OF MAPS 2015, PAGE 14 OF THE WAKE COUNTY REGISTRY; THENCE WITH SAID COMMON LINE NORTH 89°09'31" EAST A DISTANCE OF 343.45 FEET TO AN IRON PIPE ON THE NORTHERN RIGHT OF WAY OF US HIGHWAY 1; THENCE WITH SAID RIGHT OF WAY SOUTH 61°02'59" WEST A DISTANCE OF 67.94 FEET TO AN IRON PIPE; THENCE SOUTH 58°43'55" WEST A DISTANCE OF 105.62 FEET TO AN IRON PIPE; THENCE SOUTH 58°47'35" WEST A DISTANCE OF 224.31 FEET TO AN IRON PIPE, THE SOUTHEAST CORNER OF TRACT 1 AS SHOWN ON BOOK OF MAPS 2016, PAGE 344; THENCE WITH SAID COMMON LINE NORTH 00°31'47" WEST A DISTANCE OF 198.89 FEET TO THE POINT OF BEGINNING; CONTAINING 33,722 SQUARE FEET OR 0.77 ACRES.

Veridea

SITE DESIGN PATTERN BOOK

Apex, North Carolina

"INSIST ON THE RIGHT OF HUMANITY AND NATURE TO COEXIST IN A HEALTHY SUPPORTIVE, DIVERSE, AND SUSTAINABLE CONDITION"

- The Hannover Principles, Principle No. 1

ACKNOWLEDGMENTS

GOVERNING BODY:
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Last Updated: August 2024

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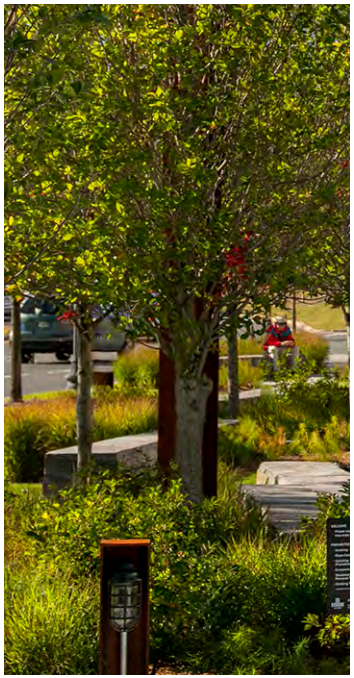



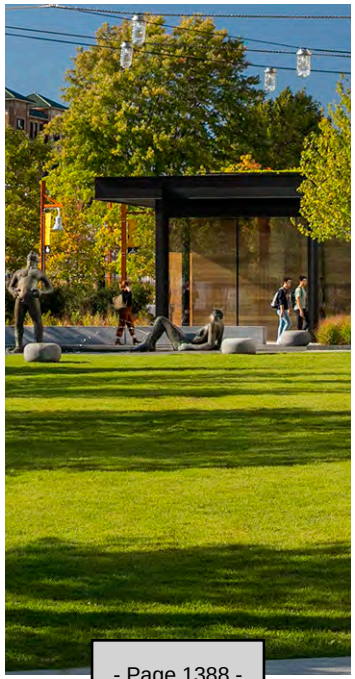

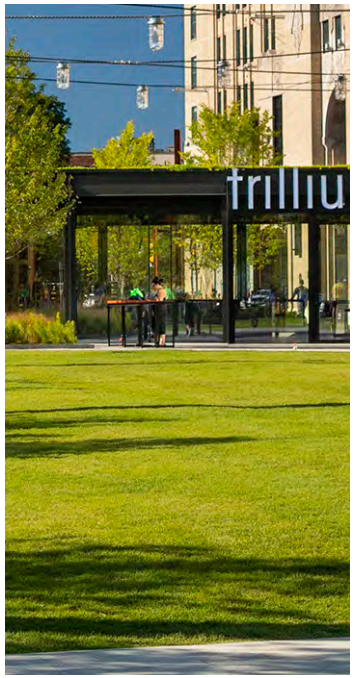



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SECTION 1

Purpose + Vision

Purpose + Application

Vision

Owner's Associations + ARC



SECTION 1.1

PURPOSE + APPLICATION

Veridea is a new, sustainable, mixed-use development in Apex, North Carolina. It is envisioned as a dynamic community where users can live, work, and play within a contemporary and ecologically-friendly context. Within the boundaries of the development there will be a variety of housing options, employment opportunities, entertainment, and recreation. This forward-thinking community will be an icon of sustainable design and construction that balances nature and development.





1.1: PURPOSE

This Pattern Book was developed by the project team for the Veridea Development, located at the conjunction of Claude E. Pope Memorial Highway (Route 1), East Williams Street (Highway 55), and Western Wake Freeway (Interstate 540) in Apex, North Carolina. The purpose of this Pattern Book is to ensure that the quality and character of development within the boundaries of Veridea is designed to a high caliber and centered around a cohesive and sustainably-focused design theme. The elements outlined within this document will provide a framework of the design intent, theme, and style of this mixed-use community. This will be used to assist property owners, developers, home builders, architects, engineers, landscape architects, planners, and other consultants in their decision-making as this project is designed and developed over time.





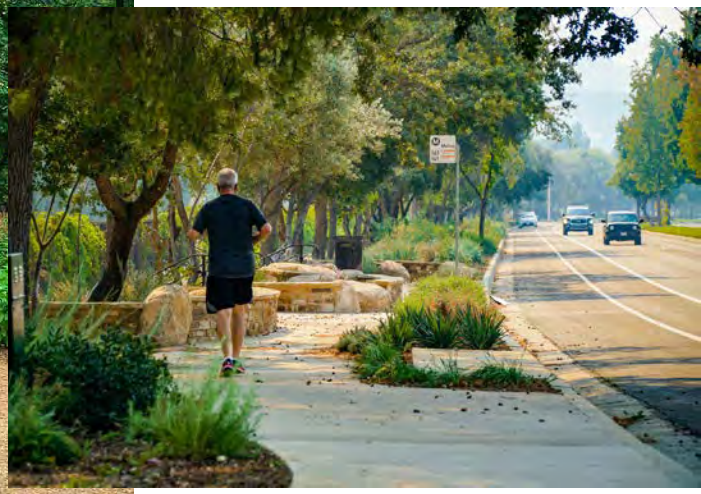
The vision of Veridea is to establish a contemporary, progressive, and healthy mixed-use community that balances innovative design with a conservation mindset.



1.1: APPLICATION

The Pattern Book is intended to be used in conjunction with the Town of Apex's Unified Development Ordinance, the Sustainable Development Plan, and the Environmental Enhancement Plan. The Pattern Book applies to the entirety of Veridea. It identifies design elements that represent a higher quality of design for Veridea than would otherwise be required. A combination of narratives and imagery are utilized to convey caliber of design, overall quality of materials, and the character and relationship of design elements. These design elements may be used and combined to create a unique and special sense of place. As a result of this Pattern Book, the actual design of Veridea will naturally vary from the Town of Apex architectural standards and will look and feel closer to the imagery found within this document.







Imagery is intended to convey high quality materials and design envisioned f

As a part of fostering creative, unique, and innovative outcomes, the guidelines found within the Pattern Book are intended to provide a flexible framework that can respond to changing conditions as Veridea is developed over time. The pictures, illustrations, and descriptions are contextual examples of the high-quality materials and design standards envisioned for the project. Materials, architectural features, signage, hardscape, and landscape components depicted herein are not intended to be an exclusive or exhaustive list of elements to be included in design or construction. Instead, these elements are intended to convey acceptable design approaches that foster a unique sense of place through variety, high quality, and a focus on sustainably-focused development.

Unless specifically addressed in the Sustainable Development Plan and Environmental Enhancement Plan for Veridea, any materials and design-related aspects that are not addressed in this Pattern Book are subject to the requirements of the Town of Apex UDO, the Town of Apex Design and Development Manual, and other applicable laws, standards, policies, and guidelines.

SECTION 1.2

VISION

The vision of Veridea is to establish a contemporary, progressive, and healthy mixed-use community that balances innovative design with a conservation mindset. By leveraging natural features, crafting high-quality open spaces, and promoting a sustainable ethic, this development will offer community members a place to gather, work, connect, and engage with nature.







V ed to leverage a variety of natural elements to create unique and impactful placemaking.

1.2: GOALS

Veridea will accomplish this design vision by:

- Creating a diverse mix of uses within a cohesive framework
- Utilizing a variety of contemporary architectural and landscape styles to create an authentic, high-quality, and vibrant built environment that appears to have evolved over time
- Including a high level of sophistication in style and character in a manner that accentuates individual uses and spaces while weaving an overall fabric that speaks to the natural world, unique amenities, and beautiful architecture
- Leveraging natural amenities such as streams, forested areas, open spaces, trails, and parks to frame and enhance the built environment
- Providing opportunities to engage with the environment in both built and natural conditions
- Setting forth a vision for high-quality pedestrian-oriented streetscapes and trail networks that include a variety of public and civic spaces interspersed throughout the development
- Incorporating attractive and diverse hardscape and landscape materials to construct elements within the development - thoughtfully integrating the ground plane throughout well-designed community gathering areas
- Leveraging infrastructure as amenities, such as stormwater control measures, that complement the built environment while promoting ecological diversity and natural ecosystems
- Promoting a sustainable ethos by practicing techniques and methodologies that take into account issues of climate change, carbon emissions, water availability, renewable energies, and wildlife conservation









SECTION 1.3

OWNER'S ASSOCIATIONS + ARC

In order for Veridea to maintain a high caliber of design and sense of place, the development will establish a Master Association (MA). The MA will then establish the Veridea Homeowner's Association (HOA), the Veridea Commercial Owners Association (COA), the Veridea Residential Architectural Review Committee (RARC), and the Veridea Commercial Architectural Review Committee (CARC) - as required by the approved Sustainable Development Plan.





- Page 1396 -

Owner's Architectural Review Committees assist in maintaining Veridea's vision over time.

1.3: OWNER'S ASSOCIATIONS

Veridea Master Association

As required by the approved Sustainable Development Plan, there shall be one mandatory Master Association (MA) for all residential and commercial areas within Veridea. The MA shall be responsible for the execution, performance, administration and enforcement of the recorded Declaration of Covenants, Conditions and Restrictions (Declaration), including managing and maintaining the common areas and common improvements within both residential and commercial areas. The MA shall be permitted to oversee the formation and management of sub-associations within Veridea - one for residential areas (HOA) and the other for commercial areas (COA) - as detailed below.







Owner's associations are responsible for maintaining common areas and common

Veridea Homeowner's Association

There shall be one mandatory Homeowner's Association (HOA) for all of the residential areas within Veridea, subject to the MA. The Veridea HOA will be responsible for managing and maintaining the common areas and common improvements within residential areas. The association's responsibility will be outlined in the filed Declaration of Covenants, Conditions, and Restrictions (Declaration) and shall at minimum include maintenance of entrance signs, screening walls, trails, landscaping, landscape buffers, and open spaces.

Veridea Commercial Owner's Association

There shall be one mandatory Commercial Owner's Association (COA) for the commercial and non-residential areas within Veridea. The Veridea COA shall be required to manage and maintain the common areas and common improvements within commercial and non-residential areas, subject to the MA. The association's responsibility will be outlined in the filed Declaration and shall at minimum include maintenance of ground signs, screening walls, landscaping, landscape buffers, trails, and open spaces.

1.3: ARCHITECTURAL REVIEW COMMITTEE

Veridea Architectural Review Committee

There shall be a mandatory Residential Architectural Review Committee (RARC) for all the residential areas within Veridea. The RARC is responsible for the oversight and review of residential development within residential areas. This committee shall be established by the HOA as described in the filed Declaration. The purpose, administration, and responsibilities of this committee will be described in detail in the Declaration.

The RARC is responsible for the following:

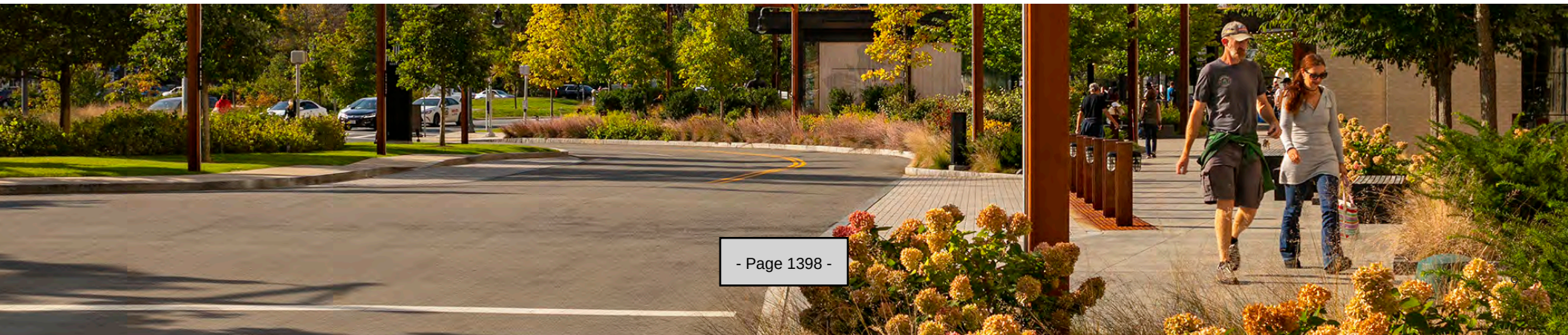
- To ensure the Pattern Book is being followed
- To encourage high-quality construction of residences
- To oversee, review, and approve the exterior elevations and building materials in a manner that is consistent with the Pattern Book
- To preserve the common community areas and features within the Residential Areas

Veridea Commercial Architectural Review Committee

There shall be a mandatory Commercial Architectural Review Committee (CARC) for all of the commercial and non-residential areas within Veridea. The CARC is responsible for the oversight and review of commercial and non-residential development within these areas. This committee shall be established by the COA as described in the filed Declaration, which outlines in detail the committee's purpose, administration, and responsibilities.

The CARC is responsible for the following:

- To ensure the Pattern Book is being followed as each commercial or non-residential development is being proposed
- To encourage the construction of high-quality improvements within commercial and non-commercial areas
- To oversee, review, and approve building elevations, building materials, and site improvements in a manner that is consistent with the Pattern Book
- To preserve the common areas and features within the commercial and non-commercial areas



SECTION 2

Sustainable Development Plan

Sustainable Development Plan

Pillars of Sustainable Thought

Application of Pillars



SECTION 2.1

SUSTAINABLE DEVELOPMENT PLAN

The Sustainable Development Plan ("SD Plan") is a document submitted by the Responsible Party and approved by the Town of Apex Town Council as part of the zoning conditions set forth for the property known as Veridea. The SD Plan establishes a flexible framework of development standards that seeks to anticipate the evolution of future technology, trends, and practices as they apply to the development of Veridea.



The SD Plan was adopted to facilitate Veridea's development in accordance with sustainable principals. The SD Plan identifies four guiding principles that are derived from ***The Hanover Principals: Design for Sustainability,*** authored by William McDonough and Michael Braungart. The guiding principles are as follows:

- Eliminate the concept of waste
- Insist on a renewable future
- Create delightful urban places
- Integrate nature throughout the community

This Pattern Book is intended to complement the SD Plan by further defining the principles of design that fulfill sustainability standards and goals. Unless specifically addressed in the Pattern Book for Veridea, any materials and design-related aspects that are not addressed shall be subject to the SD Plan, the Veridea Environmental Enhancement Plan (EEP), the Town of Apex UDO, the Town of Apex Design and Development Manual, and other applicable laws, standards, policies and guidelines. Refer to the approved map of Sustainable Development Zones on file with the Town of Apex Planning Department as needed. Development requirements, intensity, uses, and other design guidelines vary by zone and are defined in the SD Plan.

SECTION 2.2

PILLARS OF SUSTAINABLE THOUGHT

The Pillars of Sustainable Thought offer a flexible framework to define Veridea's site and program design. Unique, thoughtful, and authentic spaces can be fostered by applying a combination of programs and design elements found within each Pillar.





2.2: PILLARS OF SUSTAINABLE THOUGHT

Taking inspiration from The Hanover Principals and the Guiding Principles set forth in the Sustainable Development Plan, this Pattern Book provides guidelines to further define principles of design for Veridea, including characteristic form, massing, composition, style, method, and materials. Identified as the Pillars of Sustainable Thought, this expansion on the SD Plan's Guiding Principles can assist property owners, developers, home builders, architects, engineers, landscape architects, planners, and other consultants in their decision-making as Veridea is designed and developed over time.

There are four Pillars of Sustainable Thought:

- *Eliminate the concept of waste*
- *Insist on a renewable future*
- *Create delightful urban places*
- *Integrate nature throughout the community*

Together, the four pillars uphold Veridea's three values of sustainability: People, Planet, and Economy. Integrated together, these values are the framework of the next generation of sustainable development.



2.2: APPLICATION OF PILLARS

A suggestive list of design principals and applications associated with each Pillar of Sustainable Thought can be found in the chart below. The characteristics, features, or development approaches described are not intended to be an exclusive or exhaustive list to be implemented in every design or construction. Instead, these principals are intended to convey acceptable design approaches that promote sustainability and meet the intent of the Sustainable Development Plan and the Environmental Enhancement Plan of Veridea.

Eliminate the Concept of Waste

- Sustainable or reclaimed materials for site elements
- Site design approaches that compress programming to limit disturbed area and preserve existing open spaces
- Locally sourced materials and partnerships with local non-profits or businesses (mountain biking clubs, small scale nurseries, etc.)
- Mill lumber from trees taken down on-site
- Utilize found materials on site for placemaking through mediums such as art, nature play, or historical monumentation
- Incorporate recycled content into products and furnishings
- Use passive design elements such as natural ventilation, daylighting, and thermal mass
- Optimize efficiency in material use by minimizing offcuts, using standard sizes, and utilizing prefabricated components or modular construction

A Sustainable Future

- Native and adaptive plantings
- Solar energy and solar lighting
- Permaculture or permanent agriculture, community gardens or garden plots (orchards, fruit groves, nut trees, garden spaces for growing food)
- Pervious paving
- Green roof and green wall design
- Encourage micro-transit options (scooters, bicycles, e-bikes) with bicycle storage, repair stations, and charging
- Electrical charging stations for vehicles and bicycles

Integration of Nature

- Pollinator and wildlife gardens
- Community tree canopy goals
- Plant unprogrammed open space, such as landscape medians
- Preserve mature tree growth
- Naturalized, informal planting design in edge conditions
- Artful, organized planting design in urban spaces
- Easy access to natural areas
- Create wildlife corridors and connected natural areas
- Minimize turf and mulched areas with groundcover planting
- Protected Audubon Community
- Educational signage about environmentalism and natural systems being experienced
- Create a reforestation schedule for long-term canopy maturity
- Micro-groves of native ecosystems
- Low-impact trails, such as single track, mountain biking, and gravel with tact

Delightful Urban Places

- Strong visuals – physical and visual connections between spaces
- Create a sense of place with memorable structures and art
- Repetition of materials and planting design to create themes
- Connected open space through walkability
- Variety of scale in structures and visual openness of vistas
- Reflect the site's history through found site elements, preservation of structures, and active cultural programming
- Infrastructure becomes amenities that go beyond basic functions such as streetscapes and stormwater features
- Sense of discovery and creativity for users
- Designate an overall landscape theme
- Attractive play and recreational spaces including natural play areas

SECTION 3

Streetscapes

Streetscape Character

Streetscape Design Standards



SECTION 3.1

STREETSCAPE CHARACTER

Each development pod of Veridea is framed by major roadways. The overall intent of this section is to aid in creating a street network with variety in character through the use of dynamic hardscape materials, plantings, and furnishings. The character of each streetscape section will vary depending on site context and adjacent development programming as the landscape transitions from one development pod to another. The following streetscape character descriptions are to be applied to the major road network to provide dynamic user experience throughout the entirety of Veridea.

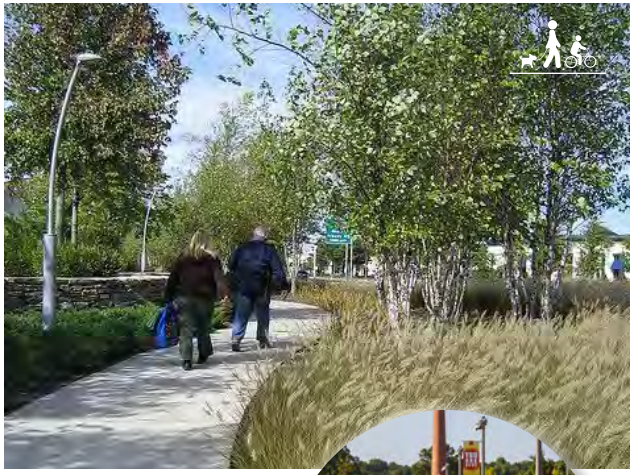


*This Section describes the design intent for hardscape and landscape treatment of major roadway streetscapes within the public right of way only. Refer to Sections 5-8 for specific design guidelines on site amenities, hardscape, and landscape guidelines for privately developed open spaces and streetscapes. Streetscapes internal to development pods do not have a designated streetscape character; however, internal streetscapes shall also follow the guidelines set forth in Sections 5-8. Streetscape character of major roadways may be applied to internal streetscapes as is fitting with adjacent development program and uses.

*All streetscape designs, layouts, dimensioning and landscape standards shall comply with the streetscape requirements set forth in the SD Plan and the Town of Apex UDO. Where enhanced hardscape and landscape is located in the public right of way, a developer's agreement regarding maintenance shall be defined between the Town of Apex and the developer/responsible party.



3.1: STREETSCAPE CHARACTER



The Contoured Streetscape

Applies to major thoroughfares with adjoining naturalized landscapes or designed open spaces

- Informal, large, meandering masses of individual focal species
- Ornamental grasses in mass planting
- Low-creeping or low-massing shrubs
- High percentage of native plants
- Defined open spaces and parks
- Mowed turf areas to define larger planting masses
- Landscape mounds as art form
- Meandering planting design in landscape medians
- Alternating street tree species
- A combination of pedestrian and roadway lighting may be used - refer to Section 8: Lighting









3.1: STREETSCAPE CHARACTER

The Residential Streetscape

Applies to major collector roads in residential area

- Low-maintenance and drought-tolerant shrub and groundcover massing
- Encourage use of planting and groundcover in lieu of mulch or turf to cover ground
- Intentional use of lawn to provide clear sight lines and define planting areas
- Open viewsheds for vehicles and pedestrians
- Use of color and landscape to define high impact areas and amenities
- Planted landscape strips and medians where possible
- Meandering pedestrian zones where possible
- Pedestrian roadway lighting may be used - refer to Section 8: Lighting
- Singular street tree species with one species spanning no more than 30 trees









3.1: STREETSCAPE CHARACTER

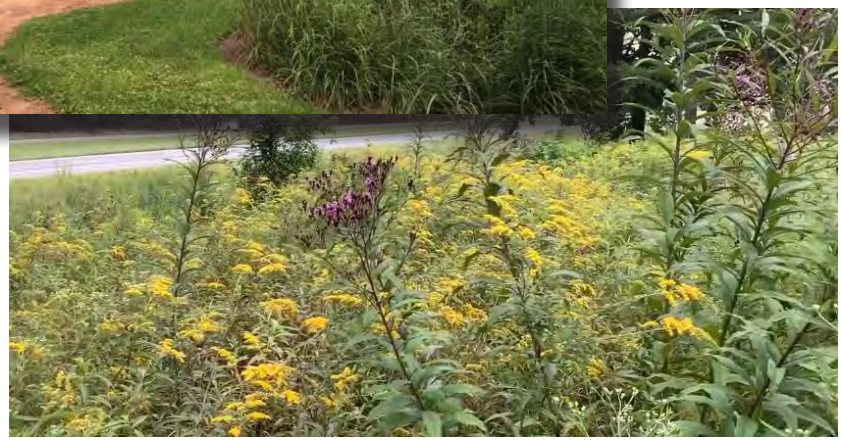


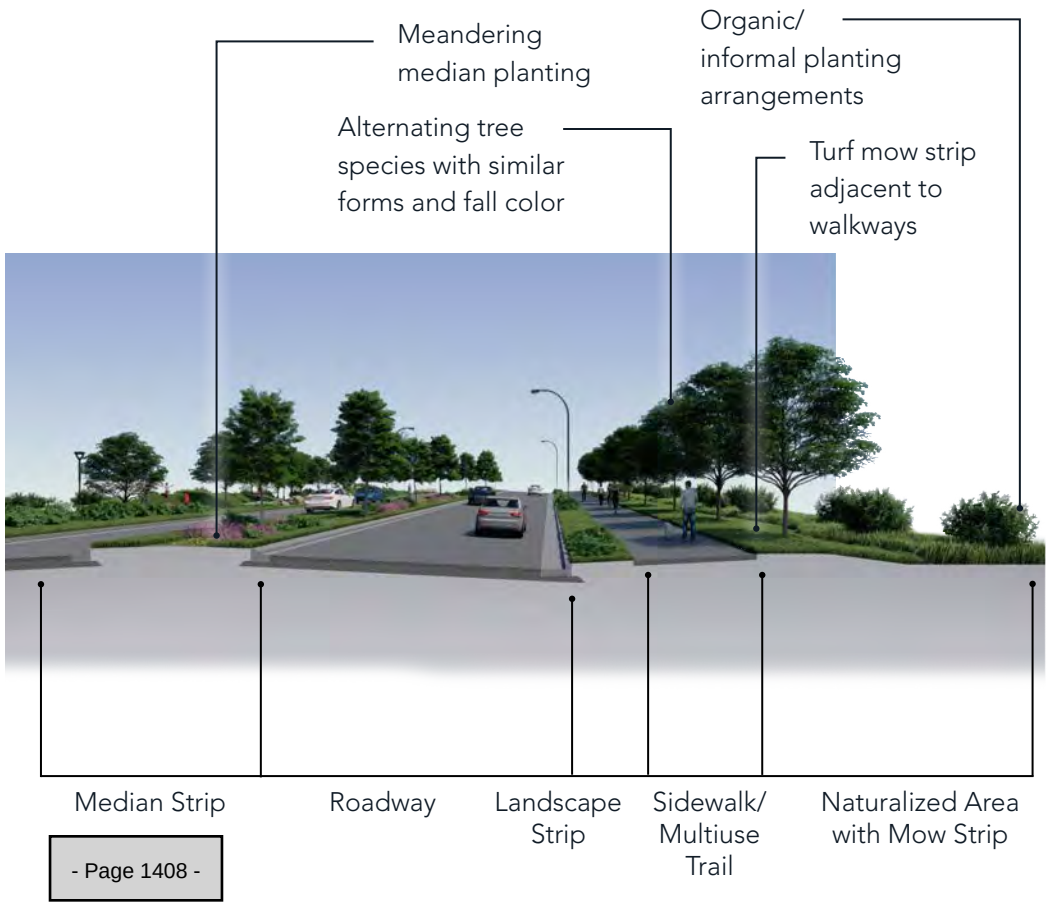
The Naturalized Landscape

Applies to major thoroughfare and collector roads in undeveloped and buffered zones

- Naturalized areas with meadow mixes and no-mow planted areas
- Organic forms
- Large planting masses that are undefined and sporadic
- Informal planting arrangements
- High percentage of native plants
- NCDOT Wildflower Program integration
- Perennial and native grass mixes
- Informal transitions between turf meadows, shrubland, and forest
- Meandering pedestrian zones permitted
- Utilize pedestrian and roadway lighting that minimizes light spillover into naturalized areas
- Alternating street tree species







3.1: STREETSCAPE CHARACTER



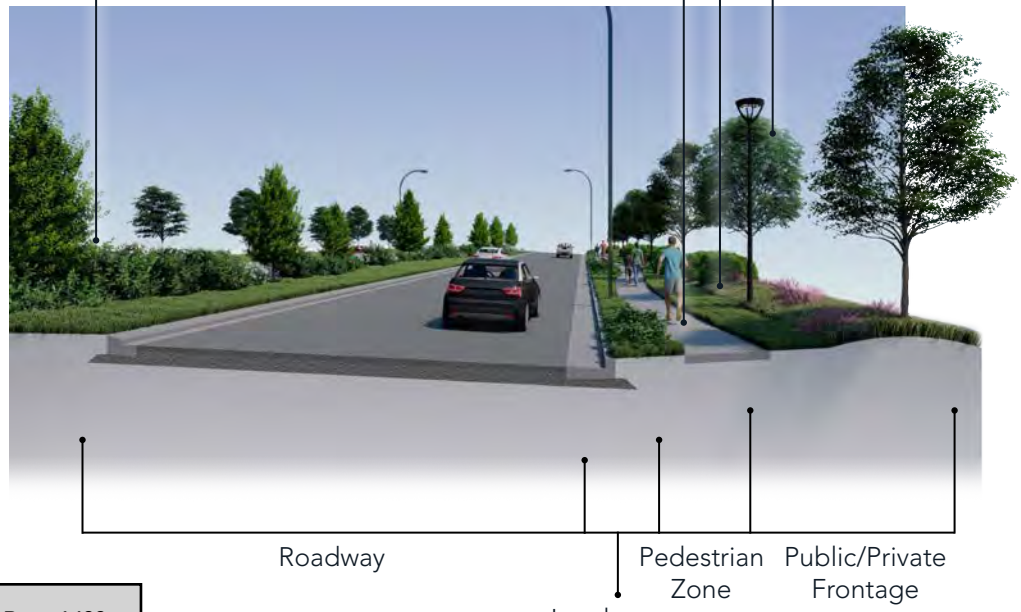
The Innovative Streetscape

Applies to major collector roads at campus- or technology-driven developments

- Large shrub and groundcover massing
- Open viewsheds for vehicles and pedestrians
- Landscape used to separate and define pedestrians from vehicles
- Intentional use of lawn
- Legibility from a wayfinding perspective
- Meandering pedestrian zones where possible
- Utilize a combination of pedestrian and roadway lighting - refer to Section 8: Lighting
- Singular street tree species with one species spanning no more than 30 trees







3.1: STREETSCAPE CHARACTER

The Urban Streetscape

Applies to major collector roads at urban and mixed-use developments

- Manicured and formal landscape arrangements with defined rhythms, colors, and textures
- Use of focal flowering plantings as a defining plant species
- Urban-tolerant species
- Contained landscape within defined planter zones with curbing and/or fencing
- Wayfinding legibility from a pedestrian and vehicular perspective
- Singular street tree species with one species spanning no more than 30 trees









SECTION 3.2

STREETSCAPE DESIGN STANDARDS

The streetscapes within Veridea are meant to be context-sensitive, inviting, and dynamic. Standards of design should be incorporated without losing sight of overall streetscape characters detailed in the previous section. Hardscape, landscape, and site furnishing selections will aid in differentiating each character zone while maintaining a thread of high-end design that runs throughout the entirety of Veridea. These standards should be viewed as a means to create seamless transitions between each streetscape character zone.







*This Section describes the intentions for material compatibility between hardscapes, landscapes, and furnishings found on major roadway streetscapes within the public right of way. Refer to Sections 5-8 for specific design guidelines on site amenities, hardscape, and landscape.

*All streetscape designs, layouts, dimensioning and landscape standards shall comply with the streetscape requirements set forth in the SD Plan and the Town of Apex UDO. Where enhanced hardscape and landscape is located in the public right of way, a developer's agreement regarding maintenance shall be defined between the Town of Apex and the developer/ responsible party.

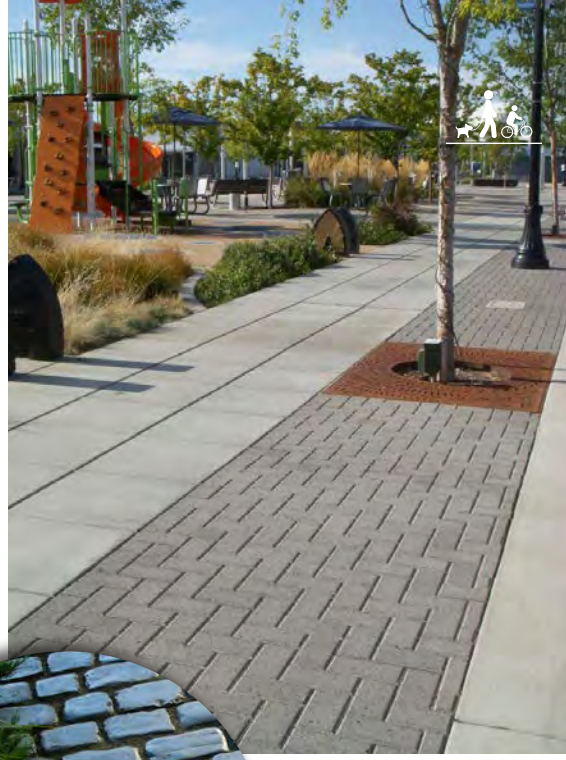
3.2: STREETSCAPE DESIGN STANDARDS

Hardscape



Hardscape materials within and adjacent to major streetscapes should include a variety of materials that create a unique visual character for Veridea. These hardscape materials should include a range of finishes that complement the streetscape character categories described in Section 3.1. Enhanced paving materials should be utilized to strategically complement standard finishes, reinforce the importance of certain pedestrian nodes, and amplify the overall design aesthetic of Veridea streetscapes.

- Applies to hardscapes within the landscape and pedestrian zones of the streetscape section only
- Standard hardscapes may include concrete and asphalt
- Enhanced hardscape may include pavers, decorative concrete, planter curbs, and seat walls
- Enhanced hardscapes within public the right-of-way must be included as part of a maintenance agreement between the Town and the developer/ responsible party

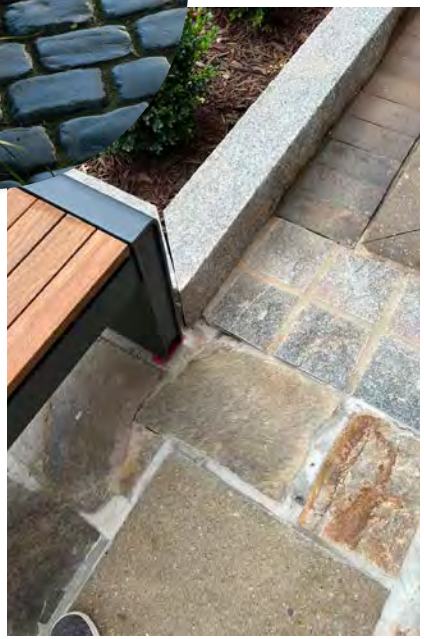




Grade-separated pedestrian crossings and decorative crosswalks may be utilized at major pedestrian intersections for safety. Crosswalks can be enhanced with high visibility thermoplastic applications that meet Town Transportation and NCDOT standards.







3.2: STREETSCAPE DESIGN STANDARDS

Furnishings

A variety of furnishings will be required within the public right-of-way for public use, safety, and comfort. These furnishings are meant to create a sense of place and provide a strong emphasis on the pedestrian experience. Furnishings are aimed at providing comfortable areas of rest, safe storage of alternative transportation modes, proper containment of waste, and visual stimulation for a wide range of users.

- Applies to furnishings within the landscape zones of the streetscape section only
- Furnishings may include trash and recycling receptacles, bicycle racks, seating, bollards, and decorative landscape features such as boulders, seat walls, and potted planters
- Furnishings within the public right-of-way that differ from the Town Standard must be included as part of a maintenance agreement between the Town and the developer/responsible party

















3.2: STREETSCAPE DESIGN STANDARDS

Landscapes

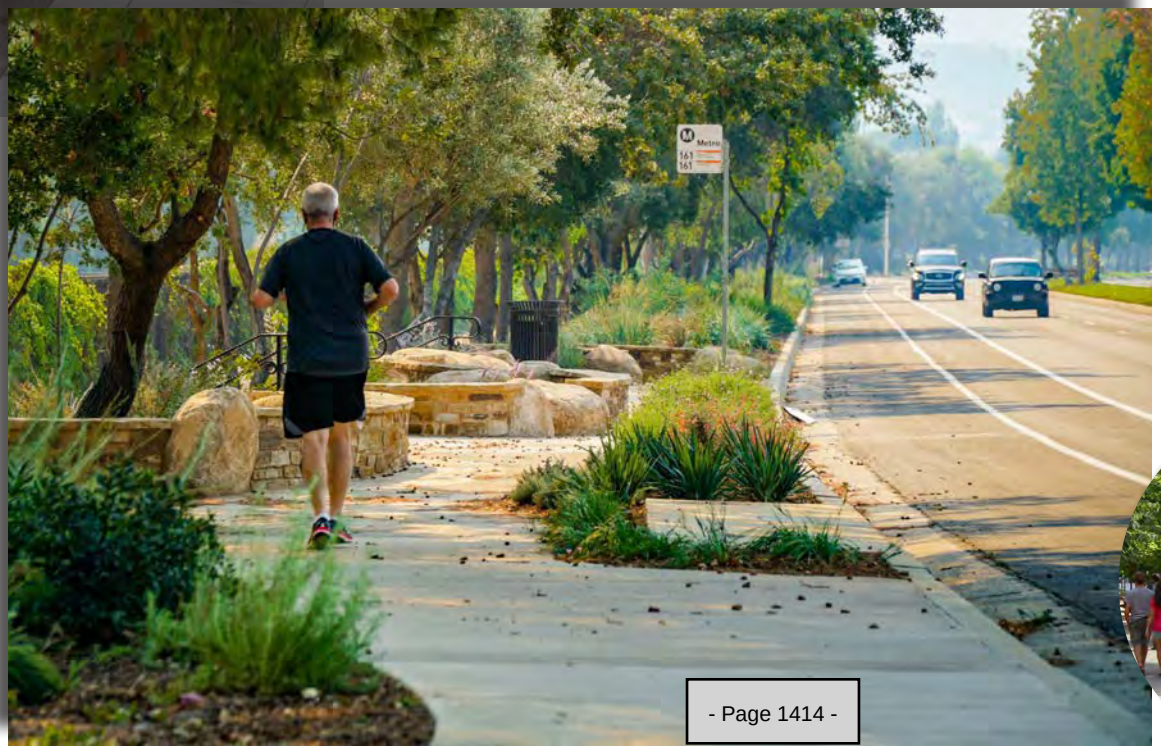
Landscaping of streetscape areas should correspond directly with the streetscape character categories described in Section 3.1. Each streetscape character category emphasizes landscaping as a critical component of successfully establishing a unique user experience while moving throughout Veridea. Dependent upon which streetscape character is being utilized, plant species will vary in form, shape, pattern, and distribution.

- Applies to landscape and planted areas within the landscape zone of the streetscape section only
- Planting within public the right-of-way that is elevated over the Town Standard must be included as part of a maintenance agreement between the Town and the developer/responsible party













SECTION 4

Open Spaces, Parks + Trails

Character + Intent

Passive Open Spaces

Active Open Spaces



SECTION 4.1

CHARACTER + INTENT

Veridea is committed to providing a variety of high-impact parks and open spaces. Passive landscapes and preserved natural ecosystems intertwined with active, programmed parks will provide a uniquely diverse landscape experience for users to explore and engage with. The nature of park spaces will range from small urban gardens to large recreational playfields to naturally preserved areas - each with individual sustainability goals.



*Each park and open space shall comply with the design standards and requirements listed in the SD Plan and the Environmental Enhancement Plan. Park facilities that are owned and operated by the Town of Apex may follow Town standards but are encouraged to comply with the Pattern Book and Veridea branding.



SECTION 4.2

PASSIVE OPEN SPACES

Passive open spaces emphasize a low level of urban development with a focus on preservation, conservation, and natural habitat.





4.2: PASSIVE OPEN SPACES

Perimeter Buffers + Stormwater Infrastructure

Where perimeter buffers are disturbed and required to be re-vegetated, the design approach shall include stabilizing the boundaries of the site, enhancing appearance, and encouraging native plant communities and ecosystems. A high percentage of native plant species with a variety of color, texture, and visual interest is encouraged. Planting arrangement shall be an informal design with rhythm and repetition while still providing biodiversity and legibility. All landscape buffers must meet standards set forth by the Town of Apex, the SD Plan and the Environmental Enhancement Plan.



Informal buffers with a variety of texture, color, and visual interest reinforce naturalistic lands





Infrastructure associated with stromwater, such as outfall structures and trash racks, shall be screened with vegetation and/or enhanced with decorative masonry applications.

Stormwater management is a critical component of responsible development. While stormwater control measures primarily function to collect stormwater runoff and remove sediment and pollutants, they can also become critical wildlife habitats and beautiful landscaped areas. Where possible, stormwater infrastructure should be designed with organic forms to mimic a more naturalistic condition. The use of stormwater control measures that mimic natural ecosystems, such as stormwater wetlands, is encouraged. Associated man-made infrastructure, such as concrete outfall structures, can be located in less visible areas, surrounded with taller plant material, and adorned with decorative masonry finishes. Where planting is required, provide a wide variety of plant species that are complementary in color, texture, and height. A mixture of native grasses, perennials, shrubs, and trees promotes a biodiverse ecosystem and establishes habitat.

SECTION 4.3

ACTIVE OPEN SPACES

Active open spaces encourage users to gather and engage within designed, developed, and landscaped park spaces. The emphasis is on placemaking that promotes health, happiness, and well-being.





4.3: ACTIVE OPEN SPACES



Linear Parks + Trails

Linear parks are longer than they are wide - typically following roadways, streams, rivers, and utility corridors. Pocket parks, overlooks, gathering areas, and public art are examples of design opportunities that can be located along trails and within open spaces. Linear parks can also be dedicated to wildlife, such as a continuous pollinator corridors. Linear parks shall be designed to connect nodes of gathering and parks. Winding or meandering alignments of trails are preferred to create visual interest and provide areas of relief from vehicular traffic. Where possible, trails and greenways should follow previously disturbed areas, such as utility easements and roadways, to minimize removal or destruction of conserved landscape. Avoid steep slopes to natural conditions directly adjacent to trail systems. Where trails meander through wooded or natural conditions, adjust trail alignments as necessary to avoid impacting the critical root zones of large, mature vegetation. All greenways and trails shall be constructed to the standards set forth in the SD Plan, EEP, and Town standard.

Minimum requirements:

- One waste receptacle
- One bench at major trailheads



Large, multi-use trails shall accommodate both pedestrians and bicycles. Provide changes in hardscape, texture and landscape to highlight nodes and trailheads.

Pedestrian-oriented amenities shall be located at intervals along the trail and at major trailheads. Such amenities include but are not limited to entry markers, educational signage, decorative lighting, street furnishings, outdoor fitness stations, bicycle repair stations and fountains. Art, entrance markers, monumentation, signage, waste receptacles and distance markers shall follow Veridea branding and signage standards set forth in Section 7. Pedestrian lighting may be provided and shall follow the Veridea lighting standards set forth in Section 8.



Major trailheads are defined as a main entry to a trail network that intersects with the public right-of-way.



Gathering areas and small plazas that contain a variety of seating and programming may be provided along trails at major nodes, at trailheads, and within linear parks.

4.3: ACTIVE OPEN SPACES

Stormwater Parks

Minimum requirements:

- One waste receptacle
- One seating opportunity

Stormwater and Green Stormwater Infrastructure parks can foster and enhance urban development by harmoniously combining infrastructure and recreation. Stormwater parks can be either natural or urban in nature and may contain both passive and active program elements. Stormwater facilities shall meet the requirements set forth by the North Carolina Stormwater Design Manual, but shall be designed to mimic natural environments with organic forms and a wide variety of plant species. Exploration and engagement can be encouraged with the use of walkways, gathering areas, a variety of seating options, overlooks, docks, and naturalistic planting strategies. Dedicated gathering areas shall be safely lit according to Town of Apex standards and comply with the standards set forth in Section 8. Public art or landform art can be incorporated to established nodes or points of interest and shall comply with the standards set forth in Section 7. Educational signage that highlights stormwater engineering or green stormwater infrastructure is encouraged.







Trails integrated within stormwater infrastructure are encouraged.



4.3: ACTIVE OPEN SPACES

Urban Parks

Minimum requirements:

- One waste receptacle
- One seating opportunity

Parks and open spaces located within urban development offer residents and visitors access to nature and green space. Urban parks can be a variety of sizes and are easily accessible, often nestled around and between urban structures and buildings. Urban parks should contain a variety of greenspaces, including lawn areas, planted areas, and garden spaces. Provide a variety of seating opportunities for large and small gatherings in both fixed and flexible conditions. Amenities such as fire pits, screens, and displays shall be oriented so as not to impact vehicular trafficways or produce light intrusion into buildings. Shade is a critical component and is encouraged to be provided via shelters, shade structures, vegetation or other methods.







Urban [illegible] a combination hardscape areas, open lawn, planted areas, shade and seating opportunities.

4.3: ACTIVE OPEN SPACES

Residential Parks

Minimum requirements:

- One waste receptacle
- One seating opportunity

Residential communities shall have a network of parks and open spaces that provide a variety of amenities to residents. Parks and open spaces should embrace a variety of passive and active components, with each community providing at least one common open space for active programming. Community centers, pools, playgrounds, play fields, dog parks, and community gardens are examples of active community amenities that offer opportunities to gather, play, and engage. All parks and open spaces shall be connected by a pedestrian and multi-modal transit network, such as sidewalks and trails, to allow access to open space areas without needing a vehicle. Furnishings, such as benches and waste receptacles, are required in each residential park.



Open turf lawns provide opportunities for flexible play.











Natural elements, such as boulders and logs, are sustainable elements found on-site that can be reused for play and increased landscape aesthetics.

4.3: ACTIVE OPEN SPACES



Athletic Parks

Athletic parks are open spaces that contain facilities for sports and team-oriented recreation. Community centers, multi-purpose fields, baseball or softball diamonds, sports courts or pitches, and related infrastructure where users can assemble to engage in physical exercise, participate in sports competitions, or witness sports are encouraged. The siting and orientation of sports facilities should thoughtfully consider intended use, environmental conditions such as wind and sun, and the site's topography in order to minimize large scale impacts to natural resources. Site furnishings, such as benches and waste receptacles, are required in large gathering or viewing areas. Providing easy access to water fountains, shade, and restrooms is important for users.

Minimum requirements:

- One waste receptacle
- One seating opportunity
- Access to public restrooms provided within the athletic park or at a public facility within a 0.25 mile distance from the athletic park



Tennis courts shall be in keeping with the standards of the United States Tennis Association (USTA).







Softball fields shall be in keeping with the standards of the American Softball Association (ASA) Men's Slow-Pitch Open Division.

4.3: ACTIVE OPEN SPACES

Dog Parks

Minimum requirements:

- One waste receptacle
- One bench

Dog parks offer dedicated open space areas for dogs to exercise and play in an off-leash, controlled, supervised environment. These park spaces can contain a variety of designed conditions including large unencumbered open spaces, naturalized forested areas, and/or urban spaces with artificial turf. Dog parks should be fully fenced and accessed via a double-gated entry and exit point. Additional controlled maintenance gates are also encouraged. Dog parks may have dedicated large and small dog areas or one large general use area. Avoid creating acute angles or spaces with fencing, landscape or structures. Shade structures and site furnishings, such as benches, agility furniture, pet waste stations, and fountains, are encouraged for the comfort of pets and their owners. At a minimum, dog parks shall have one bench and one pet waste station. Landscaped areas shall contain plant material that is low maintenance, durable, and does not pose health or safety risks to pets. Wherever possible, incorporate dog parks into the site's natural environment, such as gently sloped areas that contain high canopy trees with limited undergrowth.



Artificial turf and shade structures provide comfort for pets and owners.



Wooded areas provide opportunities for shade. Naturally sloped site conditions shall not exceed 5% for dog parks.







Dog parks shall have double entry gates with fencing a minimum of 5' in height Puppy panels provide additional security for smaller dogs.

SECTION 5

Landscape Standards

Introduction + Intent
Public Right-of-Way Landscaping
Private Development Landscaping



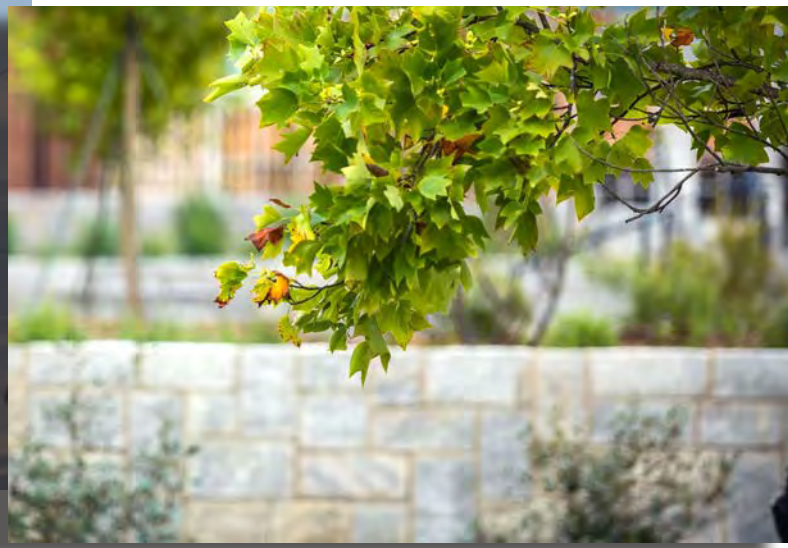
SECTION 5.1

INTRODUCTION +INTENT

Veridea is committed to providing a planting design strategy that provides unity between spaces and enhances its users' experience. Consistency, repetition, scale, and texture are important components that speak to the site's character by influencing how users interpret and navigate a landscape. This section will describe planting design guidelines for landscapes within the public right-of-way and private spaces to establish a cohesive and organic landscape approach.



*This Pattern Book does not overrule landscape standards otherwise required by the SD Plan, the Environmental Enhancement Plan, the UDO, or any other Town of Apex standard. The key elements listed within this Section are intended to complement and provide a framework for the design approach of landscaped areas. Landscape areas within the public right-of-way that are enhanced above Town Standards may be included as part of a maintenance agreement between the Town and the Responsible Party/Developer.



5.1: INTRODUCTION + INTENT

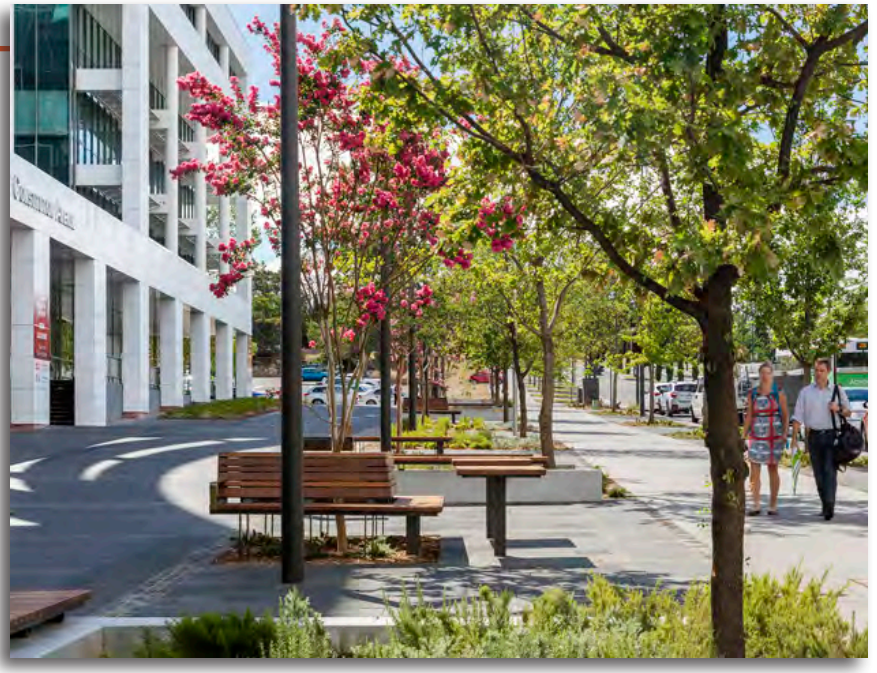
Key Elements



- Provide year-round presence and a variety of textures; seasonal color is encouraged
- For non-residential areas with a high pedestrian presence, or in areas where landscape may need additional protection, plantings to be bordered by a curb, low planter fence, and/or other type of border
- For residential areas, a combination of shrubs, grasses, groundcover, and perennials should be utilized for enhanced aesthetics
- A focal species, or highlight plant, may be utilized to define special areas or nodes
- Planter pots and living walls may be used as accents. For streetside non-residential areas, planters may be utilized as a form of foundation planting
- Native and adaptable plant species are required for assurance of landscape success. Per the Environmental Enhancement Plan and SD Plan, 80% of landscape shall be drought tolerant and consist of native or locally adaptive species. Invasive species are prohibited.
- Species diversity is encouraged, with the intention that a singular species shall account for no more than 20% of the overall plantings provided
- Minimum soil volume for trees to meet Town of Apex standards. Soil in landscape areas to be amended to provide healthy planting soils
- If turf grass is provided, it should be a locally adaptive and drought-tolerant species as defined by the Environmental Enhancement Plan to limit the need for extensive irrigation
- Practice Crime Prevention Through Environmental Design (CPTED) principles.
- Consider horticultural zones, microclimates, temperature, moisture, soils, and other physical contexts to create landscapes complementary to the southeastern United States
- The developer may enter into a maintenance agreement with the Town of Apex where right of way enhan[illegible]roposed. All enhancements within the public right of way shall be privately maintained by the Veridea Owner's Associations.

5.2: PUBLIC RIGHT-OF-WAY

Street Trees

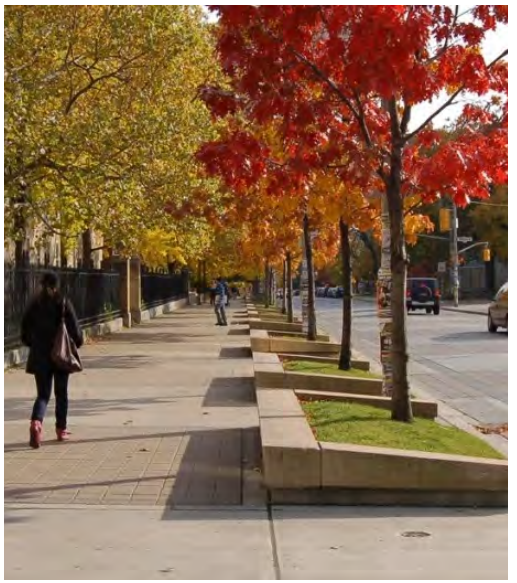


- Trees may be continuous species or alternating species, but should be grouped according to similar or complement street tree shapes as indicated in the public planting section in the SD plan. Refer to streetscape character for determining alternating or singular species and a naturalized or manicured planting arrangement.

- Street trees to be planted in site conditions that allow for healthy, sustainable growth.

- Street trees shall be located outside of the AASHTO sight distance easement. If a conflict exists or there is a desire to maintain landscape uniformity, one single stem street tree with no foliage between 2′ and 6′ in height at the time of planting and remains that way through maturity will be permitted within the AASHTO sight distance easement.

- Street trees shall maintain a minimum of 10′ of separation from utility main lines and 5′ of separation from utility service laterals and storm lines. A root barrier shall be provided where minimum separation cannot be achieved.



If alternating street tree species is proposed, species selection shall have similar or complementary forms and fall colors.



Ensure street trees can maintain healthy, sustainable growth by providing optimal growing conditions, such as increasing rootable soil volume through structural soil or soil containment systems where softscape area is limited.



Landscape Strip Planting

The landscape strip is the planted zone between the sidewalk or walking path and the curb and gutter. The landscape strip can be a combination of turf, shrubs, groundcover, ornamental grasses, perennials, and groundcovers - in addition to trees.

- In a commercial- or retail-oriented streetscapes, provide a variety of shrubs, ornamental grasses, groundcovers, and perennials - in addition to trees. Plantings may be protected with curbs, 18" height planter fencing, and/or other barriers
- Plantings shall mature to heights less than 36" to maintain visibility.
- Stepstones integrated into plantings, such as flagstone or brick pavers, may be provided where pedestrian crossing is anticipated but no pathway is provided
- Groundcover planting is encouraged in place of mulching
- Adding colorful planting to highlight important intersections, such as nodes or pedestrian crossings, is encouraged
- Turf may be utilized in residential, institutional, and campus locations. Groundcover and shrub planting is preferred in commercial and retail locations.



In commercial or retail streetscapes, utilize shrubs, grasses, groundcover, and perennials where possible.



Limit planting heights to 36" at maturity for clear visibility.





Hedgerows may be utilized where there is clear and necessary separation of vehicles and pedestrians.

5.2: PUBLIC RIGHT-OF-WAY

Landscape Medians

- All planting shall be in compliance with NCDOT and Town of Apex design standards
- Where space allows, planting shall be in a meandering style
- A consistent open viewshed between 24" and 7' in height shall be provided for vehicular and pedestrian safety with the exception of narrow, evergreen understory trees that reach a maximum caliper size of 4"
- Drought-tolerant species capable of withstanding hot, urban conditions shall be provided. A combination of understory trees, shrubs, ornamental grasses, groundcover, perennials, and turf provides visual interest
- Provide locations for annual seasonal color at high impact intersections
- Pavers may be utilized at median endcaps, pedestrian crossings, or other areas that require a hardscape application. Pavers shall be a vehicular-rated brick style in a herringbone pattern and shall be mortared to concrete
- If reinforced turf is required, a below-grade grass reinforcement grid shall be utilized





Planting form shall meander where space allows.



nt massing for legibility.



5.3: PRIVATE DEVELOPMENT

Private Frontages

Private frontages exist where edgeyards and sideyards are provided between building and rights-of-way, such as Common Yard, Porch, Terrace/Lightwell and Forecourts - as described in the SD plan.

- Provide a variety of understory trees, shrubs, ornamental grasses, and perennials for texture and enhanced aesthetics
- Evergreen plant material should be provided - particularly around foundations - for year-round presence and interest



Where buildings occupy the boundaries of the lot, green walls and vertical vegetation provide visual interest.





Provide a variety of trees, shrubs, perennials, and ornamental grasses for enhanced aesthetics.

Where buildings occupy the boundaries of a lot, such as Stoops, Shopfronts, Gallery facades, and Arcade facades (as described in the SD plan):

- A minimum of 25% of hardscape perimeters shall be planted
- Planter pots may be utilized where foundation planting cannot be achieved with in-grade landscape area, such as commercial or storefront retail
- Green walls are a unique vertical application of landscape where distance is limited



- Page 1432 -

5.3: PRIVATE DEVELOPMENT

Parking Lots

- Supplemental planting, in addition to required tree canopy planting, in landscape islands is encouraged. Ornamental grasses, low creeping shrubs, and groundcovers that mature under 36" are preferred. Species selected must be tolerant of drought and urban pollution

- Curb cuts, overflow areas, or other green stormwater infrastructure solutions may be provided to capture and treat stormwater





Capturing and treating stormwater within landscape islands is encouraged.





Capturing and treating stormwater within landscape areas is encouraged.



Coverage of landscape islands with shrubs and groundcover is preferred.

5.3: PRIVATE DEVELOPMENT

Naturalized Areas + Meadows

Meadows and naturalized areas shall be primarily located adjacent to naturally-occurring landscapes, existing riparian buffers, or along easements. If meadows are located in an urban condition, they shall be designed to facilitate education.

- Where meadows are adjacent to pedestrian zones, provide a minimum 3' wide turf border between the pedestrian area and naturalized planting area
- Shrubs, posts, signs or other identifying features shall be provided at meadow edges to clearly indicate mowed and non-mown areas
- All educational or public-facing meadows shall follow a defined maintenance schedule.
- Non-landscape features, such as boulders, bird houses, and insect houses are encouraged for additional landscape diversity



A mowed edge shall be provided between meadows and pedestrian areas.





Meadows can be utilized for education and environmental healing in campus, educational, and residential uses. Avoid meadows in commercial and urban uses.



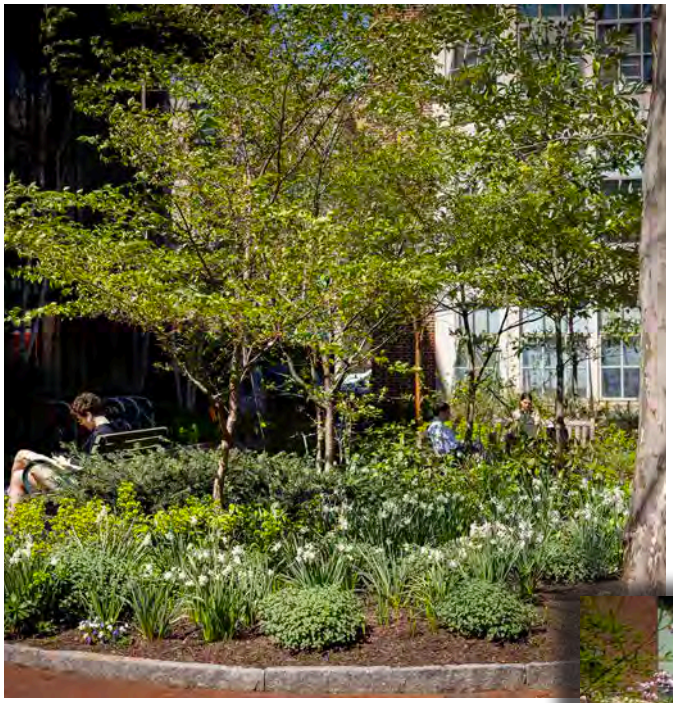
Boulders are complementary landscape elements.

5.3: PRIVATE DEVELOPMENT

Open Space, Parks + Trails

- Employ ecological planting techniques such as companion planting, analysis of microclimates, biodiversity, and native species selection
- Per the Environmental Enhancement Plan and SD Plan, 80% of landscape shall be drought-tolerant and consist of native and locally adaptive species. Invasive species are prohibited. Species diversity is encouraged with one species accounting for no more than 20% of the total number of plants.
- Provide intentional lawn space for recreation and active play. Separate play lawns from vehicular traffic with shrubs and other plantings
- Employ Crime Prevention Through Environmental Design (CPTED) principles, such as sight lines, natural access control, activity support, and maintenance
- Natural resources, such as boulders found on site and logs milled from felled trees, can enhance aesthetics in addition to providing natural play or art opportunities







Provide intentional lawn space for active recreation and play.





Boulders and other natural elements enhance landscape aesthetics and provide art opportunities.



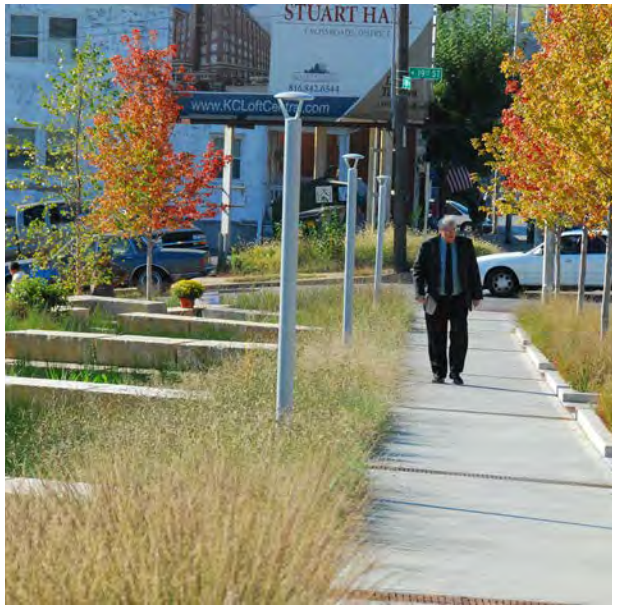
Separate intentional lawn gathering areas from vehicles with shrubs and pedestrian walking zones.

5.3: PRIVATE DEVELOPMENT

Green Stormwater Infrastructure + Pollinator Gardens

GSI is encouraged as an approach to amenitize stormwater infrastructure. Opportunities may include rain gardens, bioretention, vegetated swales or bioswales, infiltration basins, green roofs, and tree wells.

- Utilize planting species appropriate for stormwater conditions. Refer to the NCDEQ stormwater manual for species suggestions
- Where bioretention infrastructure is adjacent to pedestrian walking zones, ensure that the depth of bioretention does not exceed 24" to avoid fall concerns







GSI integrated into streetscapes and parking areas is encouraged.





Educational signage for pollinator gardens and stormwater infrastructure is encouraged.

Certified Pollinator Gardens should follow the National Wildlife Federation standards:

- Pollinator gardens shall meet the minimum requirements set by NWF
- Pollinator gardens can be certified and approved by NWF. Signage for certified gardens may be displayed

SECTION 6

Site Amenities

Introduction
Hardscapes
Site Furnishings
Program Amenities



SECTION 6.1

INTRODUCTION

The implementation of a wide range of site amenities will aid in creating an impactful user experience. Features detailed in this section, such as enhanced paving materials, seating, and shade structures, should be included in a thoughtful and purposeful manner. In order to distinguish the visual and functional aesthetic of Veridea, site furnishing selections can be unique to each designed space depending on program and intended use. However, when contemplating Veridea holistically, furnishing styles and colors should articulate a coherent design language that reverberates throughout the development.



Site amenities can be categorized as hardscapes, furnishings, architectural features, or amenity elements and may include:

- Walking surfaces
- Walls
- Seating
- Bollards
- Planters
- Fencing
- Bike Racks
- Shade structures
- Program amenities

The pictures, illustrations, and descriptions included are contextual examples of the high quality materials and design envisioned for the project. Materials, hardscape, and landscape components depicted herein are not intended to be an exclusive or exhaustive list to be required in every design or construction. Instead, these elements are intended to convey acceptable design approaches that promote variability, high quality, and sustainably-focused development in order to foster a unique sense of place.

SECTION 6.2

HARDSCAPES

A wide variety of hardscape materials should be utilized to a create an aesthetic entirely unique to Veridea. These hardscape materials should include a range of finishes that are both manufactured and naturally occurring. Enhanced paving materials should be utilized strategically to complement standard finishes, reinforce the importance of certain pedestrian nodes, and amplify the overall design aesthetic Enhanced hardscape materials should be used where necessary to facilitate a safe and legible pedestrian experience.







Key elements include:

- Multiple materials colors, textures, and patterns to create a dynamic visual experience.
- Changes in material and color can be utilized to highlight and define spaces.
- Decorative crosswalks and pedestrian corridors
- Raised curbing around planters.
- A variety of site and retaining wall types.
- Use of locally-sourced materials.
- Use of recycled or sustainably-sourced materials.
- Use of standard sizes to limit construction waste, maximize efficiency and reduce offcuts.

Locally-sourced materials can embed sites with a strong sense of place and support local ec

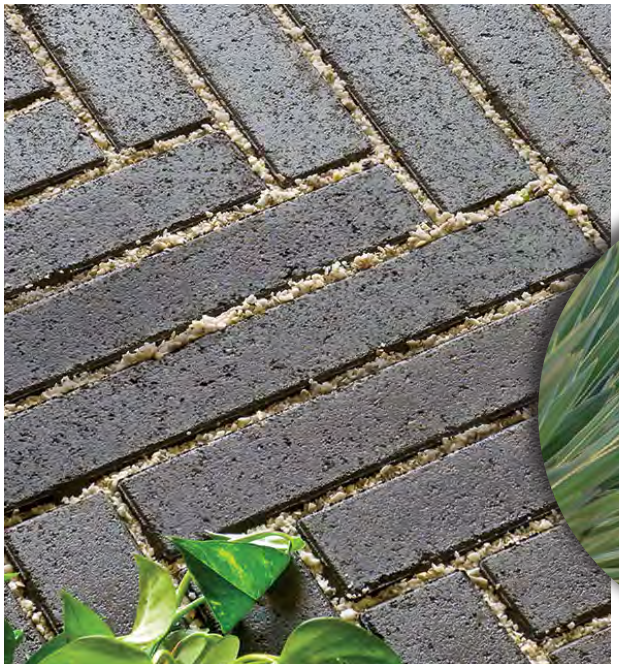
6.2: HARDSCAPES

Enhanced Paving + Surfaces

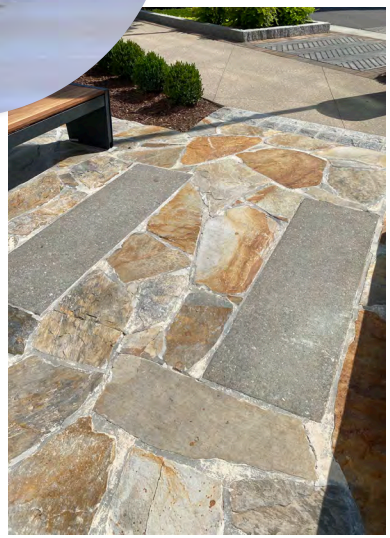
Hardscape enhancements may include, but are not limited to, the following:

- Concrete applications - decorative scoring patterns, broom finish, sandblasted, integral color, exposed aggregate, stamped
- Pavers - brick pavers, permeable pavers, precast pavers
- Natural Stone - flagstone, bluestone, granite cobble, granite screenings, stone mulch
- Tree grates - metal or iron with decorative designs
- Wood decking
- Decorative thermoplastic applications





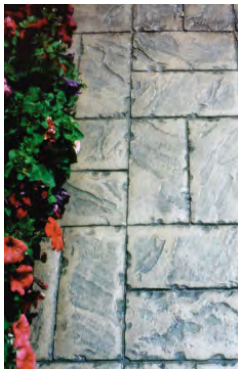
Permeable pavers in decorative herringbone pattern.



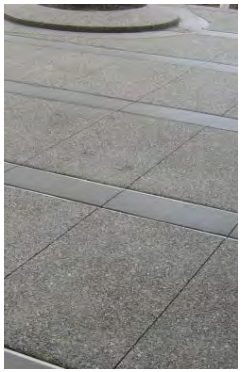
Natural pavers shall be sourced locally when possible.



Natural wood decking allows for additional water infiltration for canopy trees. Wood shall be FSC certified.







Stamped concrete may contain integral color with a release agent for additio xposed aggregate may contain integral color.

6.2: HARDSCAPES

Walls + Curbs

Materials may include, but are not limited to, the following:

- Curbs - cast-in-place concrete, precast concrete, granite, upturned brick
- Freestanding site walls - precast concrete, masonry, granite block
- Retaining site walls - decorative segmental block, cast-in-place with precast veneer, masonry, gabion
- Elements that retain soil or are otherwise directly exposed to soil runoff shall contain brown and tan tones to reduce visual staining effect of the natural clay soils



Segmental retaining walls with lower visibility shall contain multiple sizes of block and a provide a natural variation in color.





Site and seat walls with a stone or wood veneer provide a more naturalistic appearance.



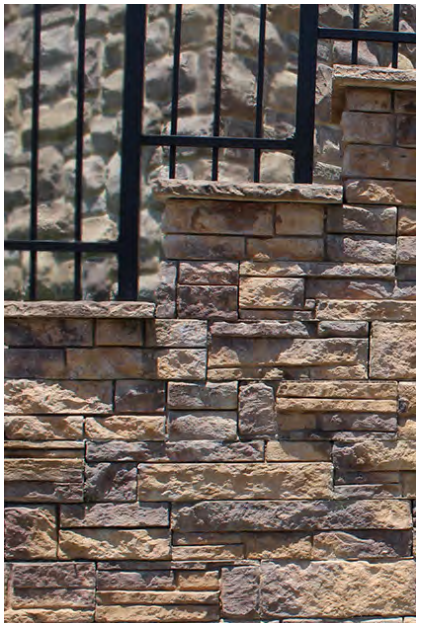
Precast concrete planter curb.



Granite seat block with split face sides and smooth top. May include mounted seating.



Granite planter [illegible]lit face sides.



Segmental retaining walls with high visibility should have a decorative, natural stone appearance and coloring.



Gabion walls shall use large sized, brown and tan toned, smoothed aggregate. Use of gabion walls subject to the approval of the Town of Apex.

SECTION 6.3

SITE FURNISHINGS

Courtyards, park spaces, retail patios, linear parks, streetscapes and informal seating areas will utilize an array of site furnishings that meet Veridea's branding standard. The furnishings included in the design program will exemplify a modern and refined aesthetic while providing critical detail and functionality to the wide range of programmed spaces throughout the site. Furnishings that are locally-sourced and use recycled materials or sustainable wood products are encouraged to promote a sustainable future.



Furnishings shall have a modern aesthetic with clean lines.



Furnishings may include:

- Seating
- Bollards
- Planters
- Fencing
- Screening elements
- Waste receptacles
- Bicycle racks
- Shade structures

The guidelines provided in this section are intended to encourage aesthetic and functional consistency as Veridea is developed over time. Park facilities that are owned and operated by the Town of Apex are encouraged to follow the guidelines provided in this Section but are permitted to follow standard Town furnishings.



Swings integrated into overhead structures is a furnishing that can be enjoyed by all age groups.

Permitted colors for fixed elements:

Forms + Surfaces Standard Colors	Anova Furnishings Standard Colors
INK BLUE	CHARCOAL
DARK CORTEN	BRONZE
BLACK	BLACK
CUMARU	CEDAR

6.3: SITE FURNISHINGS

Fixed + Flexible Seating

Providing comfortable, convenient, and safe seating areas for pedestrians is crucial to the overall design of Veridea. By providing simple and refined areas of rest, users will naturally feel more comfortable exploring the many elements of the site. Seating fixtures and product selections should complement and work in harmony with the adjacent hardscape and landscape treatments. Seating that is locally-sourced and uses recycled materials or sustainable wood products is encouraged.

Fixed and flexible seating opportunities can include, but are not limited to, the following examples:

- Seat walls
- Benches
- Seating mounted to site walls
- Tree wrap or planter wrap benches
- Non-permanently mounted or movable furniture including tables and chairs, bar stools, and active seating







Seating should have modern aesthetics with clean lines. Veridea's standard bench is the Vector product family by Forms + Surfaces and the Madison Bench by Anova Furnishings. Alternative bench products that have modern aesthetics and clean lines may be approved.



Precast seat walls shall contain lipped edges for comfortable seating. Anti-skateboarding measures may be applied if appropriate.







Flexible seating, such as Adirondack chairs, provide opportunity for pops of color. Colors shall comply with Veridea standard branded colors.

Town owned and operated facilities are encouraged to comply with the Veridea standard but "... are permitted to utilize the Town standard site furnishing such as the Rendezvous Series bench by Anova.



Benches mounted to seat walls shall be backed.



Providing inclusive seating and a space for ADA access is encouraged

6.3: SITE FURNISHINGS

Bollards, Planters, + Landscape Features

Bollards, structurally set boulders, or stand-alone planters should be utilized to create a visually appealing design aesthetic while providing safe separation between pedestrians, bicyclists, and vehicles. Bollards shall be vehicular-rated with modern aesthetics. Planters may be located strategically to facilitate vehicular and pedestrian movement. Planters should have seasonal plant selections to create year-round interest throughout the site. Boulders may be integrated into the hardscape to buffer, separate spaces, or provide an alternative vehicular barrier.



Bollards may incorporate lighting.





It is recommended that retail and restaurant dining patios are enclosed by a combination of planters and fencing.



Bollards may be wood or have a wood-like appearance. All wood shall be FSC certified.



Seating integrated within planters is encouraged.



Boulders can be used to buffer or separate spaces.

6.3: SITE FURNISHINGS

Fencing + Screening

A variety of unique and modern fencing and screening styles should be utilized to provide visual interest. Powdercoat aluminum, iron, and wood combined with masonry are complementary materials that can be sourced locally.

Planter fencing selections should be a modern style, visually appealing, provide safety for pedestrians, and prevent damage to planted areas where applicable. Planter fencing selections should include a variety of styles/products, but should work harmoniously together from a visual perspective.

Standard site fencing, such as fall protection fencing, should be commercial-grade aluminum picket or a similar design aesthetic. Panel inserts - used to make picket openings more narrow - is encouraged where an additional level of safety is required. Alternative decorative fencing, such as at dog parks, playgrounds or amenity spaces, may be split-rail fencing painted black.



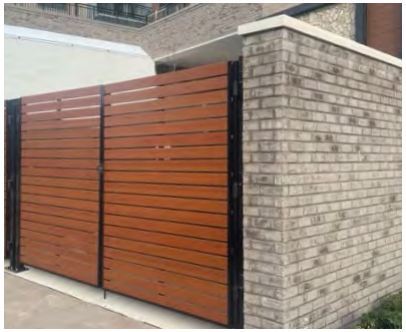


Vegetated green walls shall contain integrated irrigation.

Veridea's standard planter fence is the Proto Fence by Ironage. Alternative products that have modern aesthetics and clean lines may be approved. Metal components shall be black.



Planter fencing shall be decorative, black and a maximum of 18" in height.



Screen walls and enclosures shall be a decorative stone or brick masonry. Gates shall be wood or aluminum.

Utilitarian site elements, such as trash enclosures and mechanical equipment, should be screened with a combination of decorative screen walls, decorative gates, and landscaping. Per the SD Plan and Town UDO use of multiple materials provides visual interest.

Vegetated screens and walls are an innovative vertical application of landscape that can be used as a screening opportunity.

6.3: SITE FURNISHINGS

Waste Receptacles

Waste and recycling receptacles should be of a modern approach that is visually appealing and complementary to other furnishing selections throughout the site. Special care should be given to where and how these are located and how they function given programming and level of user activity. Waste receptacles should be conveniently located but should not present a visual, physical, or odor impediment.

A variety of waste receptacles should be provided throughout Veridea:

- Trash receptacles
- Recycling receptacles
- Pet waste receptacles
- Composting opportunities with applicable maintenance programs

Waste receptacles that include both trash and recycling containment are encouraged. Where appropriate, composting centers provide a unique and sustainable option for disposing of food waste. Large scale waste containers, such as dumpsters, shall be fully screened with masonry walls, gates, and landscape per the Town of Apex UDO and the SD Plan.





Town owned and operated facilities are encouraged to comply with the Veridea standard but are permitted to utilize the Town standard site furnishing such as the Rendezvous Series bench by Anova.

Waste receptacles shall contain both trash and recycling options and include a rain bonnet. Veridea's standard waste receptacle are the Tonyo family by Forms + Surfaces and the Madison series with visor hood by Anova Furnishings. Alternative products that have modern aesthetics and clean lines may be approved.





Pet waste stations shall contain trash receptacle and shall be in the color black.



Compost locations shall be located in communal areas or dedicated community garden spaces. Avoid compost stations near to residential homes.

6.3: SITE FURNISHINGS

Bicycle Racks

Bicycle racks are essential to all pedestrian and multi-modal focused developments. Bicycle rack selections should complement other furnishing selections and should be placed as needed throughout the site. Areas of heavy pedestrian activity, park and open space areas, pedestrian nodes, residential communities, and commercial nodes should be equipped with adequate bicycle parking to facilitate and encourage bicycle use throughout Veridea. Trailheads to large greenways dedicated to both pedestrians and cyclists are prime locations for bicycle stations that include repair stations with both short- and long-term bicycle storage.



Bike racks may be colored to match Veridea branding colors.







Bike racks shall have modern, aesthetic designs. Veridea's standard bicycle racks are the Bay City Bike Rack by Forms + Surfaces and the Tandem Bike Rack by Anova Furnishings Alternative products that have modern aesthetics and clean lines may be approved.





Bicycle storage lockers shall have modern aesthetic.

6.3: SITE FURNISHINGS

Shade Structures

A variety of shade-creating features should be implemented as needed throughout Veridea in order to facilitate a comfortable environment for various programmed spaces. Formal structures can be utilized where practicable, while less formal shade sails and umbrellas can be utilized in tandem with flexible tables and chairs to create more a desirable user experience. The design, shape, and materials of shade structures should be complementary to adjacent structures and may include metal, aluminum, or wood.









Shade structures may be trellises with open slats or fully roofs. Bioclimactic ceilings, ceiling fans, convenience outlets, and comfortable furnishings all contribute to the structure's aesthetic and utility.



Shelters provide a space for large-scale community gathering. Where [illegible] opportunity to be used as a stage - upfit with convenience outlets. Speakers, audio/visua[illegible] integrated pull-down projector screens provide additional opportunities for use.



SECTION 6.4

PROGRAM AMENITIES

Additional miscellaneous components of site design can be included to enhance the overall aesthetic of Veridea. Products like fire pits and outdoor games will enrich the user experience through both active and passive means of interaction and community-building. Additionally, retail patio spaces with seating, planters, and enhanced hardscape elements will aid in creating both functionality and memorable experiences throughout Veridea. These program amenities shall be limited to private property and not included as part of the public right-of-way.

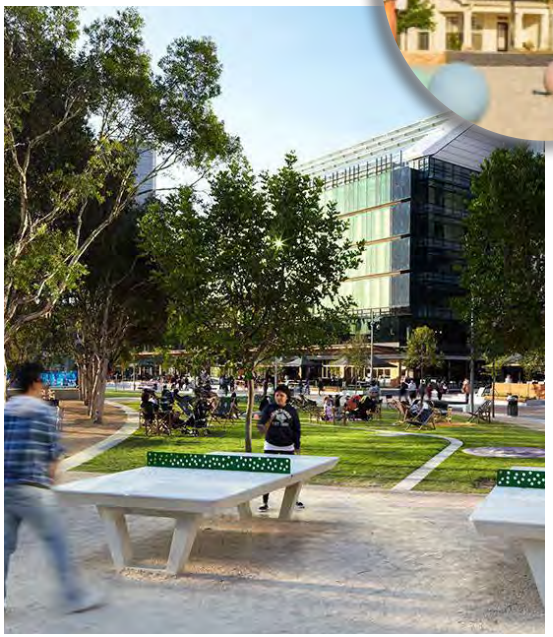


Programmed amenity elements may include:

- Fire pits, fire tables
- Outdoor televisions
- Retail patio spaces with seating, planters, and dedicated hardscapes
- Outdoor games such as chess tables, cornhole, ping pong, and shuffleboard
- Water bottle fillers
- Sculptures and public art



Dedicated outdoor dining spaces shall be enclosed with raised planters and fencing where possible.



Gaming tables shall be surface-mounted. Storage for gaming components is encouraged.



Sculptures, artwork, and murals are opportunities for placemaking. Geocaching, "find the sculpture," or other scavenger hunt games are encouraged throughout communities.



Where connected to natural gas or propane, fire pits shall contain timers and emergency shut-offs.



Outdoor televisions shall be located a minimum of 25' from the public right-of-way and screens shall be oriented away from vehicular traffic

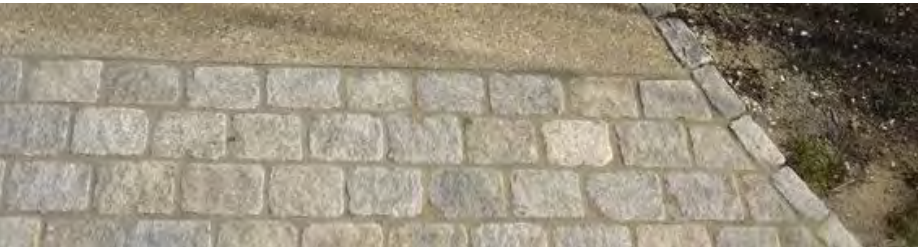
Bus Stops

Bus stops shall be provided throughout Veridea to connect residents and users to various locations within Veridea and also to adjoining communities and destinations. Bus stops and associated furnishings shall be installed by the developer prior to the 2,000th dwelling building permit. In the event the Town has not approved funding for a bus route to serve Veridea by the 2,000th dwelling building permit, the developer may provide a fee-in-leiu to the Town for the Town standard bus stop at that time.

Each bus stop shall include the following:

- A bus stop pad with a minimum size of 10'x30'
- Bus stop pads shall be a standard broom finish concrete bordered with a granite cobble or brick paver band
- One waste receptacle
- One bench or seating opportunity
- 2 bicycle racks
- 1 shade structure with a roof and sheltered on a minimum of 1 side

Seating opportunities may be integrated into the shade structure or installed as surface mounted fixtures. Furnishings provided are required to match the Veridea standard, see pages 54, 57, and 58. Furnishings within the public right of way or public transit easement that differ from the Town Standard must be included as part of a maintenance agreement between the Town and the Responsible Party.





The base shade structure is the 10' Signa Sunset-60 by Tolar Manufacturing. Features include a welded roof structure, rear and end wall panels, and integrated LED solar security lighting

Public art, provided by either the Town or the Responsible Party, may be incorporated into the bus stop or within 15' of the bus stop. Art may include, but is not limited to, three-dimensional art, sidewalk art or decorative shelter wraps.

Supplemental lighting in the form of pedestrian-scale area lights, bollard lights, or path lights may be provided. Lighting must meet standards set forth in Section 8.



- Page 1450 -



COBALT BLUE BLACK

The standard colors are Cobalt Blue for the framework and Black for the roof.





Public art may be provided at bus stops as an opportunity to engage the public. All public art designs must be approved by the Town and the Responsible Party prior to installation.

SECTION 7

Signage

Introduction
Master Signage Plan
Modifications



SECTION 7.1

INTRODUCTION

Veridea aims to maintain a unique brand identity while staying compliant with local regulations and jurisdictional guidelines. This section of the Pattern Book identifies modifications to the Town of Apex signage requirements as outlined in Chapter 8 of the Town's UDO, carefully tailored to strike the perfect balance between adherence to Town requirements and commitment to exceptional design.





7.1: INTRODUCTION

Key Goals



Veridea's key goals for site signage include:

- ***Brand Integration:*** We propose incorporating the Veridea brand's unique visual elements into the signage. By infusing the brand colors, typography, and logo, Veridea will have a consistent and memorable brand experience, bolstering recognition and leaving a lasting impression.
- ***Signage Flexibility:*** Recognizing that different sites and locations may have varying requirements, introducing a degree of flexibility into signage design allows for adaptations that complement specific architectural nuances of each site, ensuring a harmonious blend with the surroundings while adhering to the essential guidelines.
- ***Sustainability Initiatives:*** Veridea advocates for sustainability initiatives into signage designs, aligning with commitment to eco-conscious practices. By utilizing environmentally friendly materials and energy-efficiency lighting options, Veridea will contribute positively to the community and bolster the development's reputation as an environmentally responsible entity.
- ***Digital and Interactive Elements:*** Incorporating digital and interactive elements into Veridea's site signage can enhance engagement and elevate the overall user experience. Introducing touch-screen displays or QR codes for more information can offer visitors valuable insights and foster a stronger connection to the site.
- ***Universal Accessibility:*** To ensure inclusivity, incorporating features that enhance accessibility for all individuals is encouraged. This may involve integrating Braille, clear pictograms, and ensuring appropriate font sizes to facilitate readability for those with visual impairments.
- ***Artistic Expression:*** The integration of artistic expression is encouraged. By collaborating with local artists or incorporating unique architecture features, signage can be captivating and culturally significant.
- ***Safety Considerations:*** Signage modifications will prioritize clear visibility, optimal placement for wayfinding and legible instructions to ensure the well-being of all visitors.

SECTION 7.2

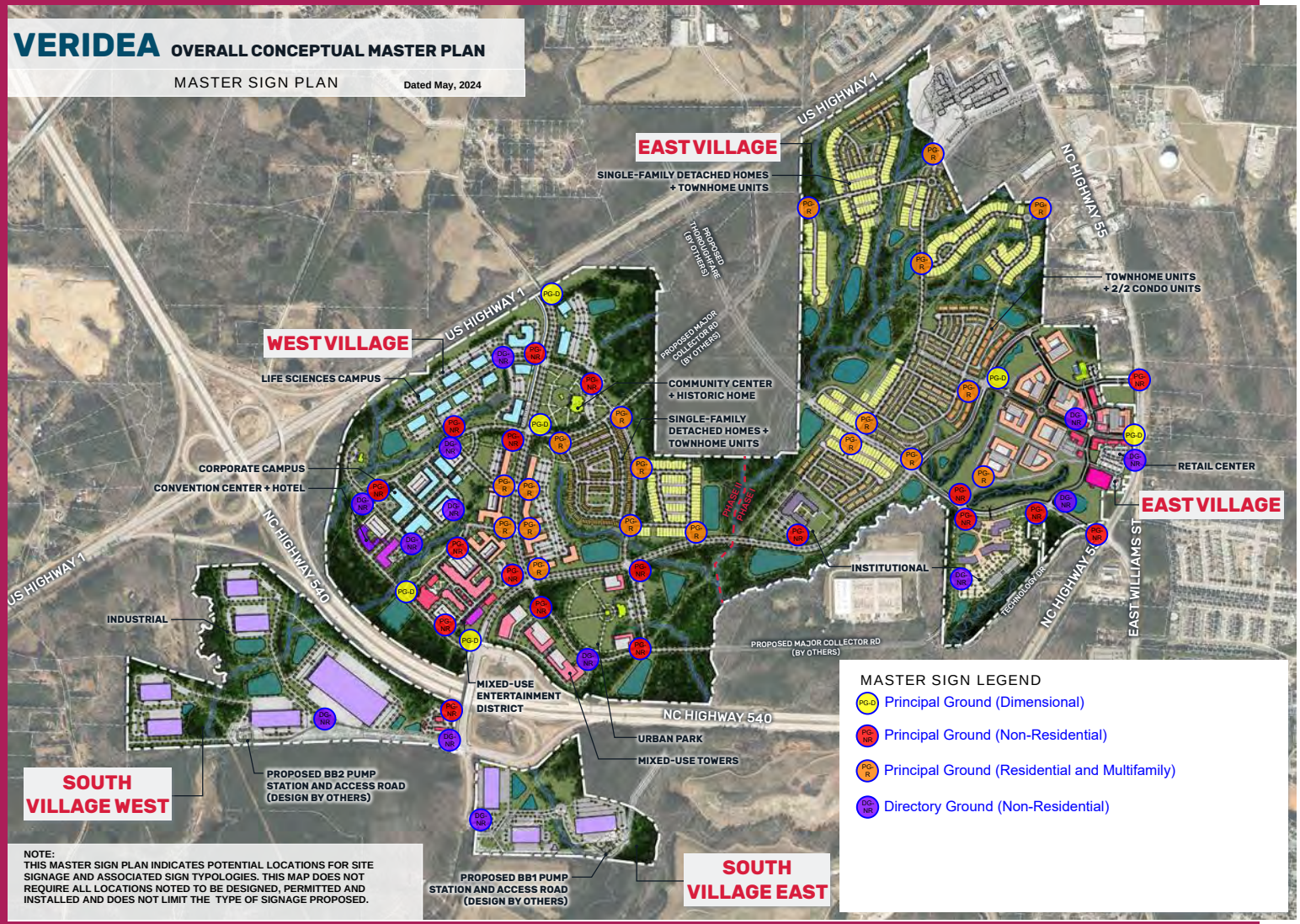
MASTER SIGNAGE PLAN

The Master Sign Plan is intended to provide a comprehensive and strategic blueprint for the effective and cohesive implementation of ground monumentation signage within Veridea. It serves as a guiding document that outlines the overall vision, design guidelines, and specifications for all signage elements to ensure consistency, brand identity, and functional clarity.

The Master Sign Plan identifies ground signage only. Additional signage, such as building-mounted signage traffic control devices, digital directories and trail markers, can be further defined on the project level.

Standards for other types of signs, such as wall and building signs, are further defined in this Section. Refer to Sections 7.2 and 7.3 for definitions, example imagery and allowable modifications.

This map indicates signage opportunities as determined at the time of this publication and is for reference only.



7.2: MASTER SIGNAGE PLAN

Principal Ground (Dimensional)

- A sign type specific to Veridea and is not a standard Town of Apex sign typology.
- Defined as a sign supported permanently upon the ground by a continuous base or two or more support features, not attached to any building, that includes a three-dimensional or artistic element.
- Intended to be visible and experienced by both vehicles and pedestrians as an artistic approach to placemaking and signage.
- Signage may be integrated into the three-dimensional element or adjacent to, but no further than 10 feet from, the three-dimensional element.



Lighting may be incorporated. See Section 08.



Signage may be integrated or adjacent to the dimensional art element









Use of structure and material selection to mimic natural landscapes and forms

7.2: MASTER SIGNAGE PLAN

Principal Ground (Non-residential, residential, multifamily)

- Per the Town UDO Definition: A sign supported permanently upon the ground by a continuous base or two (2) or more supported posts at the outside edge, not attached to any building.
- Applies to non-residential, residential and multifamily uses.







Mounted to retaining wall



Use of mulitple levels and layers





Use of natural materials such as stone and wood



Freestanding letters

7.2: MASTER SIGNAGE PLAN

Directory Ground (Non-Residential, Multifamily)

- Per the Town UDO Definition: A ground sign with a continuous base for a building or development that is intended to support wayfinding.
- Applies to non-residential and multifamily uses.

If digital signage is provided, it shall meet the following:

- Digital signage cannot face the public right of way.
- The display area of the sign shall remain static for at least 30 seconds unless a person is actively using any interactive features of the display area.
- Digital signs shall be equipped with automatic dimming technology that adjusts the sign's brightness in direct correlation with natural ambient light conditions.
- The brightness shall not exceed six (6) footcandles from dusk to dawn when measured one (1) foot from the center of the display area.







Use of natural materials and layers



Utilization of height for visibility





Integration of art

7.2: MASTER SIGNAGE PLAN

Wall Sign

- Per the Town UDO Definition: A sign attached parallel to a wall, professionally painted on the wall surface or erected and confined within the limits of an outside wall of any building or structure, which is supported by such wall or building.
- Applies to non-residential uses.



Projection from building face



Back lit box lettering





Side mounted to building wall

Painted wall mural signage

SECTION 7.3

MODIFICATIONS: PERMANENT SIGNS

Sign Type (Permanent)	Definition (Abbreviated definition provided, refer to Town of Apex UDO for full definition and requirements.)	Modification Request (If no modification provided, follow the Town of Apex UDO)
Awning	A material such as fabric, metal, flexible plastic, or vinyl that is supported by or attached to a frame and that extends from the exterior wall of a building without ground-mounted support	No modifications.
Home Occupation	Advertising home occupations permitted only where a home occupation has been approved	No modifications.
Building Marker	A plaque, plate or seal placed on a building to signify origin	Quantity - Maximum 1 per building facade, not to exceed 2 per building Sign Area - Maximum 4 square feet
Directory (Building)	A wall sign mounted to a building for the purpose of wayfinding or navigation.	Quantity - 1 per building entrance, not to exceed 3 per building Sign area - Maximum 6 square feet Material - Digital permitted. Refer to digital standards on page 68.
Directory (Ground) - Non-residential	A ground sign with a continuous base less than two (2) feet in height for the purpose of wayfinding, navigation or directional information.	Maximum height - 8 feet Maximum base height - 4 feet Maximum sign area - 10 square feet Material - Digital permitted. Refer to digital standards on page 68.
Directory (Ground) -Residential (multifamily)	A ground sign with a continuous base less than two (2) feet in height for the purpose of wayfinding, navigation or directional information.	Maximum height - 6 feet Maximum base height - 4 feet Maximum sign area - 10 square feet Material - Digital permitted. Refer to digital standards on page 68.
Flags	A fabric, usually rectangular or triangular in shape, designed to be flown from a flag pole	No modifications.
Gasoline Sales	A service station sign advertising fuel prices in accordance with North Carolina General Statutes	No modifications.
Governmental	A temporary or permanent sign erected and maintained by or required by the city, county, state or federal government	No modifications.
Health/Hospital	Permanent signs erected and maintained by an Ambulatory Healthcare Facility with Emergency Department or a Hospital	No modifications.
Incidental	A sign, generally informational, that is directory as to the use of the subject property on which it is located.	No modifications.
Marquee	A theater wall sign designed to have changeable copy	Digital theatre marquee signs permitted. A singular image must be static for a minimum of 30 seconds. Digital cannot face the public right of way.
Menu Board	An accessory sign providing associated with a drive-through window or walk-up window	No modifications.

This table indicates signage typologies identified in the Town of Apex UDO and associated modifications allowed within the limits of Veridea. The Town of Apex UDO shall apply to any standard or sign typology not listed. Any revisions to modifications, up to a 10% deviation from listed, must be approved by the Planning Director. Any re[illegible]ations that exceed a 10% deviation are subject to a revision to the Pattern Book and approval by Town Counci[illegible]

Signage less than 1 square foot located on permanent site elements other than buildings is exempt from sign standards.

SECTION 7.3

MODIFICATIONS: PERMANENT SIGNS

Sign Type (Permanent)	Definition (Abbreviated definition provided, refer to Town of Apex UDO for full definition and requirements.)	Modification Request (If no modification provided, follow the Town of Apex UDO)
Parapet Building Sign	A sign extending above the parapet or placed on a roof surface	Permitted only within non-residential districts of Veridea. Quantity - 1 per commercial district Maximum height - 15 feet Sign area - Maximum 80 square feet
Principal Ground (Dimensional) *Non-standard sign type*	A sign supported permanently upon the ground by a continuous base or two or more support features, not attached to any building, that includes a three-dimensional or artistic element.	Permitted only within non-residential districts of Veridea. Quantity - 1 per major full service vehicular intersection Maximum height - 15 feet Maximum sign area - 50 square feet Three dimension or artistic element excluded from sign area calculation. Not permitted within landscape medians. Must be located within 30 feet of the public right of way.
Principal Ground (Non-residential)	A sign supported permanently upon the ground by a continuous base or two (2) or more support posts at the outside edge, not attached to any building	Quantity - 2 permitted at each full service vehicular entrance Height - maximum 8 feet on major collector or thoroughfare roads; maximum 6 feet on local streets Sign area - maximum 50 square feet on major collector or thoroughfare roads; maximum 30 square feet on local streets May be located on a retaining wall that does not exceed 10 feet in height
Principal Ground (Residential and Multifamily)	A sign supported permanently upon the ground by a continuous base or two (2) or more support posts at the outside edge, not attached to any building	Quantity - 2 permitted at each full service vehicular entrance Height - maximum 8 feet on major collector or thoroughfare roads; maximum 6 feet on local streets Sign area - maximum 50 square feet on major collector or thoroughfare roads; 30 square feet on local streets May be located on a retaining wall that does not exceed 10 feet in height
Projecting Sign	A sign affixed to a building or wall in such a manner that its leading edge extends more than 12 inches beyond the surface of said building or wall.	No modifications.
Suspended	A sign that is suspended from the underside of a horizontal plane surface and is supported by such surface	No modifications.
Wall	A sign attached parallel to a wall, professionally painted on the wall surface or erected and confined within the limits of an outside wall of any building or structure, which is supported by such wall or building	No modifications.
Interior Sign	A ground or sign located adjacent to parking spaces that is directory as to the use of the parking area.	No modifications.

^ This table indicates signage typologies identified in the Town of Apex UDO and associated modifications allowed within the limits of Veridea. The Town of Apex UDO shall apply to any standard or sign typology not listed. Any revisions to modifications, up to a 10% deviation from listed, must be approved by the Planning Director. Any re[illegible]ations that exceed a 10% deviation are subject to a revision to the Pattern Book and approval by Town Counci[illegible]

^ Signage less than 1 square foot located on permanent site elements other than buildings is exempt from sign standards.

SECTION 7.3

MODIFICATIONS: TEMPORARY SIGNS

Sign Type (Temporary)	Definition (Abbreviated definition provided, refer to Town of Apex UDO for full definition and requirements.)	Modification Request (If no modification provided, follow the Town of Apex UDO)
On-premise, non-commercial temporary signs	A temporary sign with non-commercial messaging that is not associated with an event not located on residential property	No modifications.
Banners *Non standard sign type*	A lightweight sign that is temporarily installed on a streetlight in the public right-of-way for decorative or informational purposes	Quantity - 1 per streetlight pole Size - Maximum 24 inches wide by 60 inches height Maximum Sign Area - 10 square feet Changeable when desired and allowed year-round.
Construction Sites	An on-premise, freestanding temporary sign erected during the construction of a development project	No modifications.
Event (Commercial)	Temporary on-premise signs erected during commercial events	No modifications.
Event (Non-commercial)	Temporary on-premise signs erected during non-commercial events	No modifications.
Sandwich Board Sign	Consisting of two panels joined together at the top and configured into the shade of an inverted "V" so that the bottom of the sign rests upon the ground	No modifications.
Seasonal Outdoor Sales	Outdoor temporary signs not located on a farm permitted with a temporary use permit allowing seasonal outdoor sales	No modifications.
Window	Any sign that is placed on the outside or inside of a window or door and is visible from the exterior	No modifications.

- This table indicates signage typologies identified in the Town of Apex UDO and associated modifications allowed within the limits of Veridea. The Town of Apex UDO shall apply to any standard or sign typology not listed. Any revisions to modifications, up to a 10% deviation from listed, must be approved by the Planning Director. Any revisions to modifications that exceed a 10% deviation are subject to a revision to the Pattern Book and approval by Town Council.
- Signage less than 1 square foot located on permanent site elements other than buildings is exempt from sign standards.

SECTION 8

Lighting

Introduction
Site Lighting



SECTION 8.1

INTRODUCTION

Street and landscape lighting is an important component for not only safety but also aids in orientation, highlights the identity of an area, and creates a sense of drama. Veridea is committed to providing a site lighting strategy that is complementary to each street's character and creates a delightful sense of place during evening hours.



Site lighting shall comply with the following:

- Incorporate the latest energy-efficiency technology for directing light, reducing glare and limiting light pollution.
- Street fixture shall be consistent for entire roadway lengths.
- This Pattern Book does not overrule lighting standards otherwise required by the Town of Apex UDO, the SD Plan or the Environmental Enhancement Plan. The key elements listed within this Section are intended to complement and provide framework for the design approach of site lighting. Lighting that is an alternative from the Town standard located within the public right of way may be included as part of a maintenance agreement between the Town and the Responsible Person/ Developer.



- Page 1463 -

8.3: SITE LIGHTING

Streetscape Lighting

Streetscape and roadway lighting within the public right of way shall follow the Town of Apex UDO standards, including the following:

- Pedestrian scale poles shall be between 12′ and 18′ mounting height with a black fiberglass pole.
- Vehicular scale poles shall be between 20′ and 35′ mounting height with a black fiberglass pole.
- Post top luminaries shall be the Town standard or a contemporary, round form style, consistent with the ARB Arbor Post Top by Cooper Lighting, the Pacifica family by Architectural Area Lighting, or similar.
- Cobra head luminaries shall follow the Town of Apex standard LED shoebox, or similar.
- All fixtures and poles shall be black.
- Structural footings shall be direct burial with foundations conceals. Footings shall be sized sufficiently to accommodate attachment arms for banners and hanging planter pots.
- Poles located within urban streetscapes shall accommodate electrical outlets for holiday lighting.
- Fixtures shall meet dark sky requirements.



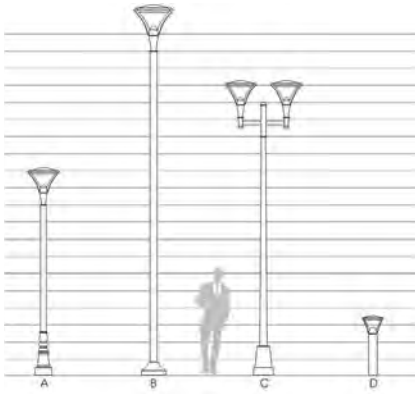
At urban streetscape locations and along major thoroughfares, pole foundations shall be structurally engineered to accommodate attachments such as banners, planter pots and holiday decorations.



The Town's standard fixture or ARB Arbor Post Top by Cooper Lighting (or similar) is permitted for use in the public right of way.



Post top fixtures are permitted to follow differing assemblies, such as single-mounted, double-mounted or wall mounted. Where applicable, utilization of the entire family product line of post tops, bollards and wall-mounted lighting is encouraged.





The Pacifica family by Architectural Area Lighting is permitted in the public right-of-way but subject to be included as part of a developer's maintenance agreement.



Cobra style lighting shall follow Town of Apex standard shoebox fixture, or similar.

8.3: SITE LIGHTING

Site and Area Lighting

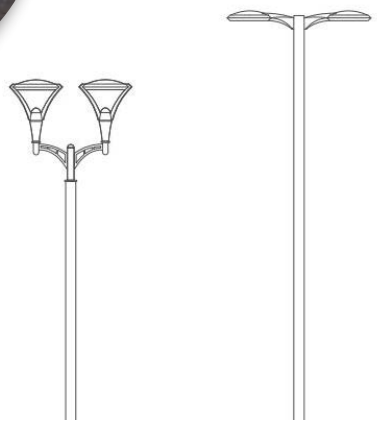
Site and area lighting within private and Town owned and operated developments shall be utilized for safety lighting, large-scale spatial lighting, and vehicular roadway and pedestrian lighting. Fixtures mounted to poles should meet the following requirements:

- Pedestrian scale poles shall have a mounting height between 12’ and 18’.
- Vehicular scale poles shall have a mounting height between 20’ and 35’.
- All fixtures shall be black. All poles shall be black fiberglass.
- Fixture and post top styles shall be of the same style as streetscape and right of way fixtures (see page 75).
- Utilization of the entire family line of products is encouraged for consistency.
- Structural footings shall be direct burial with foundation conceals.
- Poles located within urban plazas and open spaces dedicated to public large scale gatherings shall accommodate electrical outlets for holiday lighting.
- Cobra fixtures for parking lot lighting shall follow the Town standard shoebox fixture, or similar.

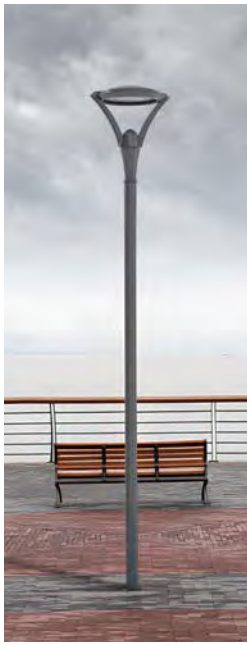




Veridea’s standard lighting products are contemporary, round form style, including the Pacifica Family by Architectural Area Lighting and the Arbor Family by Cooper Lighting, or similar.



Fixtures may be double-headed to accommodate both vehicular and pedestrian needs.









Utilization of the entire family product line of post tops, bollards and wall-mounted lighting is encouraged.

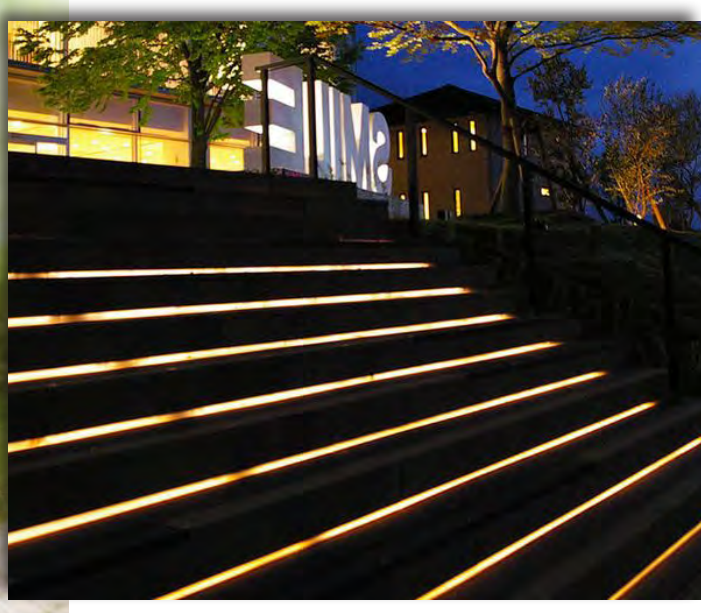
8.3: SITE LIGHTING

Pathway Lighting

Pathway lighting includes bollard lights, step and wall lights, strip lighting and handrail illumination. Pathway lighting shall comply with the following:

- Bollards shall be no taller than 3’ in height.
- In-grade lighting shall be direct burial with foundations concealed.
- Step or wall lighting shall be flush with adjacent materials.
- Fixtures shall be LED and a modern style.
- Fixtures shall be black or bronze in color.
- Integrated lighting, such as in handrails, shall be hidden.



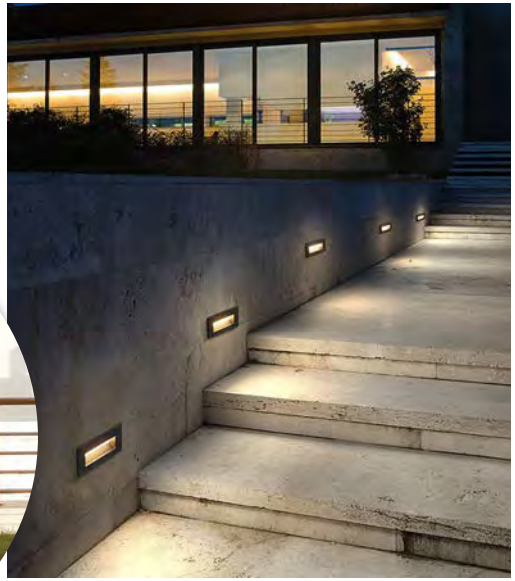


Bollards and pathway lighting shall have a modern style and no taller than 3’ in height.









Wall mounted and step lights shall be flush with adjacent materials.

8.3: SITE LIGHTING

Landscape Lighting

Landscape lighting should be utilized as a way to enhance landscape aesthetics, highlight important elements, and provide soft, safe lighting. This style of lighting shall be limited to high impact gathering areas, plazas and streetscapes to reduce light pollution. All landscape lighting shall be low-voltage.

Landscape lighting may include:

- Tree and landscape uplights.
- String lighting/catenary lighting.
- Artistic light applications.
- In-grade hardscape lighting.



Artistic lighting applications are encouraged.





In non-residential, urban gathering areas [illegible]pe uplight or adorned with tree wrap lights for decorative purposes [illegible]uplighting to reduce light pollution.



Utilize downlighting mounted to building walls and structures to reduce light pollution and provide an aesthetic experience.

String and catenary lighting at public gathering areas provide opportunities for aesthetic lighting and holiday applications.

APPENDIX

SUPPLEMENTAL DOCUMENTATION

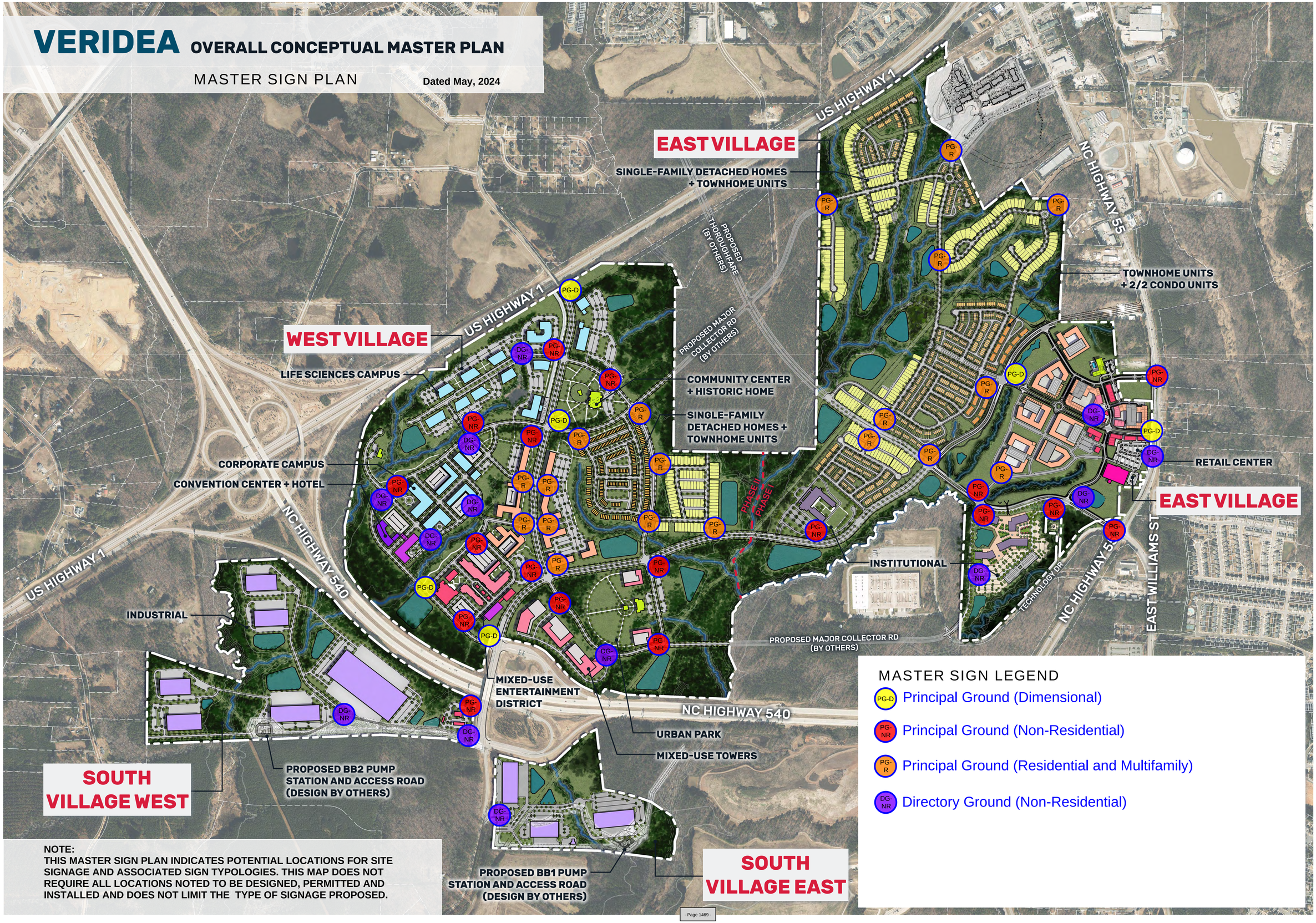
i. Master Signage Plan



VERIDEA OVERALL CONCEPTUAL MASTER PLAN

MASTER SIGN PLAN

Dated May, 2024



NOTE:
THIS MASTER SIGN PLAN INDICATES POTENTIAL LOCATIONS FOR SITE SIGNAGE AND ASSOCIATED SIGN TYPOLOGIES. THIS MAP DOES NOT REQUIRE ALL LOCATIONS NOTED TO BE DESIGNED, PERMITTED AND INSTALLED AND DOES NOT LIMIT THE TYPE OF SIGNAGE PROPOSED.

MASTER SIGN LEGEND

- PG-D — Principal Ground (Dimensional)
- PG-NR — Principal Ground (Non-Residential)
- PG-R — Principal Ground (Residential and Multifamily)
- DG-NR — Directory Ground (Non-Residential)

McADAMS

PREPARED FOR:
RXR REALTY

VERIDEA CONCEPTUAL MASTER PLAN
APEX, NORTH CAROLINA

10' 500'
SCALE: 1" = 500'

RXR-22001
09. 07. 2023

01

PLANNING BOARD REPORT TO TOWN COUNCIL

Rezoning Case: 26CZ03 Veridea SD Plan Amendment WTCC

Planning Board Meeting Date: July 13, 2026

Report Requirements:

Per NCGS §160D-604(b), all proposed amendments to the zoning ordinance or zoning map shall be submitted to the Planning Board for review and comment. If no written report is received from the Planning Board within 30 days of referral of the amendment to the Planning Board, the Town Council may act on the amendment without the Planning Board report. The Town Council is not bound by the recommendations, if any, of the Planning Board.

Per NCGS §160D-604(d), the Planning Board shall advise and comment on whether the proposed action is consistent with all applicable officially adopted plans, and provide a written recommendation to the Town Council that addresses plan consistency and other matters as deemed appropriate by the Planning Board, but a comment by the Planning Board that a proposed amendment is inconsistent with the officially adopted plans shall not preclude consideration or approval of the proposed amendment by the Town Council.

PROJECT DESCRIPTION:

Acreage: +/- 34.16

PIN(s): 0740782398*, portion of

Current Zoning: Sustainable Development-Conditional Zoning (SD-CZ #25CZ18)

Proposed Zoning: Sustainable Development-Conditional Zoning (SD-CZ) for Veridea

2045 Land Use Map: Medium Density Residential/High Density Residential/Industrial Employment/ Office Employment/Commercial Services

Town Limits: Corporate Limits

Applicable Officially Adopted Plans:

The Board must state whether the project is consistent or inconsistent with the following officially adopted plans, if applicable. Applicable plans have a check mark next to them.

☑ 2045 Land Use Map
☑ Consistent ☐ Inconsistent Reason: _____

☑ Apex Transportation Plan
☑ Consistent ☐ Inconsistent Reason: _____

☑ Parks, Recreation, Open Space, and Greenways Plan
☑ Consistent ☐ Inconsistent Reason: _____

Legislative Considerations:

The applicant shall propose site-specific standards and conditions that take into account the following considerations, which are considerations that are relevant to the legislative determination of whether or not the proposed conditional zoning district rezoning request is in the public interest. These considerations do not exclude the legislative consideration of any other factor that is relevant to the public interest.

1. *Consistency with 2045 Land Use Plan*. The proposed Conditional Zoning (CZ) District use's appropriateness for its proposed location and consistency with the purposes, goals, objectives, and policies of the 2045 Land Use Plan.
   ☑ Consistent ☐ Inconsistent Reason: _____

2. *Compatibility.* The proposed Conditional Zoning (CZ) District use's appropriateness for its proposed location and compatibility with the character of surrounding land uses.
   ☑ Consistent ☐ Inconsistent Reason: _____

3. *Zoning district supplemental standards*. The proposed Conditional Zoning (CZ) District use's compliance with Sec. 4.4 *Supplemental Standards*, if applicable.
   ☑ Consistent ☐ Inconsistent Reason: _____

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

5. *Design minimizes environmental impact.* The proposed Conditional Zoning District use's minimization of environmental impacts and protection from significant deterioration of water and air resources, wildlife habitat, scenic resources, and other natural resources.
   ☑ Consistent ☐ Inconsistent Reason: _____

6. *Impact on public facilities.* The proposed Conditional Zoning (CZ) District use's avoidance of having adverse impacts on public facilities and services, including roads, potable water and wastewater facilities, parks, schools, police, fire and EMS facilities.
   ☑ Consistent ☐ Inconsistent Reason: _____

7. *Health, safety, and welfare.* The proposed Conditional Zoning (CZ) District use's effect on the health, safety, or welfare of the residents of the Town or its ETJ.
   ☑ Consistent ☐ Inconsistent Reason: _____

8. *Detrimental to adjacent properties.* Whether the proposed Conditional Zoning (CZ) District use is substantially detrimental to adjacent properties.
   ☑ Consistent ☐ Inconsistent Reason: _____

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

10. *Other relevant standards of this Ordinance.* Whether the proposed Conditional Zoning (CZ) District use complies with all standards imposed on it by all other applicable provisions of this Ordinance for use, layout, and general development characteristics.
    ☑ Consistent ☐ Inconsistent Reason: _____

Planning Board Recommendation:

Motion: Recommend approval

Introduced by Planning Board member: Jeff Hastings

Seconded by Planning Board member: Kristy Yule

☑ *Approval*: the project is consistent with all applicable officially adopted plans and the applicable legislative considerations listed above.

☐ *Approval with conditions*: the project is not consistent with all applicable officially adopted plans and/or the applicable legislative considerations as noted above, so the following conditions are recommended to be included in the project in order to make it fully consistent:

☐ *Denial*: the project is not consistent with all applicable officially adopted plans and/or the applicable legislative considerations as noted above.

With 8 Planning Board Member(s) voting "aye"

With 0 Planning Board Member(s) voting "no"

Reasons for dissenting votes:

This report reflects the recommendation of the Planning Board, this the 13th day of July 2026.

Attest:

Keith Braswell, Planning Board Chair

Amanda Bunce Digitally signed by Amanda Bunce Date: 2026.07.13 16:53:46 -04'00'

Amanda Bunce, Assistant Planning Director

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: REGULAR MEETING AGENDA

Meeting Date: August 11, 2026

Item Details

Presenter(s): Randy Vosburg, Town Manager
Jessica Hoffman, Director

Department(s): Town Manager's Office
Budget and Performance Management

Requested Motion

Possible motion to approve Budget Ordinance Amendment No. 2 appropriating funds for the existing Downtown Fire Station No. 1 Site Redevelopment Market Analysis & Feasibility Study.

Approval Recommended?

Yes

Item Details

Budget Ordinance Amendment No. 2 allocates $170,000 from General Fund fund balance for a Downtown Site Redevelopment Market Analysis & Feasibility Study for the redevelopment of a site currently occupied by Fire Station No. 1. The Market Analysis & Feasibility Study will address all options for future use, both public and private, as well as funding, ownership and partnerships.

Attachments

- RA1-A1: Budget Ordinance Amendment No. 2 - Future of Fire Station No. 1 and Proposed Market Analysis and Feasibility Study

Town of Apex

Budget Ordinance Amendment No. 2

BE IT ORDAINED, by the Council of the Town of Apex that the following Budget Amendment for the Fiscal Year 2026-2027 Budget Ordinance be adopted:

General Fund

Section 1. Revenues:

48020	Fund Blance - Amended	170,000
Total Revenues		**$170,000**

Section 2. Expenditures:

53000	Professional Services	170,000
Total Expenditures		**$170,000**

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

Adopted this the 11th day of August 2026.

Attest:

Jacques K. Gilbert, Mayor

Allen L. Coleman, CMC, NCCCC, Town Clerk

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CLOSED SESSION

Meeting Date: August 11, 2026

Item Details

Presenter(s): Joanna Helms, Director

Department(s): Economic Development

Requested Motion

Possible motion to go into closed session pursuant to NCGS 143-318.11(a)(4) to discuss matters relating to the location or expansion of industries or other businesses.

Approval Recommended?

N/A

Item Details

NCGS § 143-318.11(a)(4)

"To discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body, including agreement on a tentative list of economic development incentives that may be offered by the public body in negotiation"

Attachments

- N/A

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CLOSED SESSION

Meeting Date: August 11, 2026

Item Details

Presenter(s): Joanna Helms, Director

Department(s): Economic Development

Requested Motion

Possible motion to go into closed session pursuant to NCGS 143-318.11(a)(4) to discuss matters relating to the location or expansion of industries or other businesses.

Approval Recommended?

N/A

Item Details

NCGS § 143-318.11(a)(4)

"To discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body, including agreement on a tentative list of economic development incentives that may be offered by the public body in negotiation"

Attachments

- N/A

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CLOSED SESSION

Meeting Date: August 11, 2026

Item Details

Presenter(s): Joanna Helms, Director

Department(s): Economic Development

Requested Motion

Possible motion to go into closed session pursuant to NCGS 143-318.11(a)(4) to discuss matters relating to the location or expansion of industries or other businesses.

Approval Recommended?

N/A

Item Details

NCGS § 143-318.11(a)(4)

"To discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body, including agreement on a tentative list of economic development incentives that may be offered by the public body in negotiation"

Attachments

- N/A

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CLOSED SESSION

Meeting Date: August 11, 2026

Item Details

Presenter(s): Karmen McGee, Director

Department(s): Human Resources

Requested Motion

Possible motion to enter into closed session pursuant to NCGS § 143-318.11(a)(6) to consider a personnel matter.

Approval Recommended?

N/A

Item Details

NCGS § 143-318.11(a)(6)

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

Attachments

- N/A

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CLOSED SESSION

Meeting Date: August 11, 2026

Item Details

Presenter(s): Allen Coleman, Town Clerk

Department(s): Town Clerk's Office

Requested Motion

Possible motion to enter into closed session pursuant to NCGS § 143-318.11(a)(1) to prevent the disclosure of information that is privileged or confidential.

Approval Recommended?

N/A

Item Details

NCGS § 143-318.11(a)(1):

"To prevent the disclosure of information that is privileged or confidential pursuant to the law of this State or of the United States, or not considered a public record within the meaning of Chapter 132 of the General Statutes."

Attachments

- N/A